

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



**ITEM: 3.41
(ID # 22269)**

MEETING DATE:
Tuesday, July 11, 2023

FROM : TLMA - AVIATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY//AVIATION: Approval and Consent to Assignment and Assumption of Lease and Purchase Agreement of Aircraft Storage Hanger between The John A Kamburoff Revocable Family Trust dated December 1, 1980, a California revocable trust, and Peter M. Scheer, as Trustee of the Peter M. Scheer Living Trust U.D.T. dated July 10, 1997, a California revocable trust, Jacqueline Cochran Regional Airport, CEQA Exempt per State CEQA Guidelines Sections 15301 and 15061(b)(3), District 4. [\$950 Total Cost - TLMA Aviation Fund 100%]

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 Sections 15301 and Section 15061(b)(3);

Continued on Page 2

ACTION:Policy


Charissa Leach, TLMA Director

6/14/2023

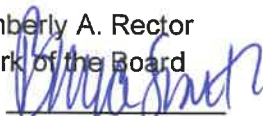

Charissa Leach, TLMA Director

6/28/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Perez and Gutierrez
Nays: None
Absent: Washington
Date: July 11, 2023
xc: Aviation, Recorder

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. **Approve** the Consent to Purchase Agreement of Aircraft Storage Hangar between The John A Kamburoff Revocable Family Trust dated December 1, 1980, a California revocable trust (Seller), and Peter M. Scheer, as Trustee of the Peter M. Scheer Living Trust U.D.T. dated July 10, 1997, a California revocable trust (Buyer), relating to the aircraft storage hangar located on an 8,000 square foot leased area on the Jacqueline Cochran Regional Airport at 56-850 Higgins Dr., Thermal, CA 92274;
3. **Approve** the Consent to Assignment and Assumption of Lease Agreement between The John A Kamburoff Revocable Family Trust dated December 1, 1980, a California revocable trust (Assignor), and Peter M. Scheer, as Trustee of the Peter M. Scheer Living Trust U.D.T. dated July 10, 1997, a California revocable trust (Assignee), for the premises located at 56-850 Higgins Dr, Thermal, CA 92274, California;
4. **Authorize** the Chairman of the Board of Supervisors to execute the attached Consent to Purchase Agreement of Aircraft Storage Hangar and Consent to Assignment and Assumption of Lease Agreement and authorize the Assistant County Executive Officer/TLMA, or designee, to execute any additional documents necessary to implement the Consent to Purchase Agreement and Consent to Assignment and Assumption of Lease Agreement, subject to approval by County Counsel;
5. **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; and
6. **Direct** the Clerk of the Board to return one copy of the Consent to Assignment and Assumption of Lease Agreement and one copy of the Consent to Purchase Agreement to Aviation.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 950	\$ 0	\$ 950	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: TLMA Aviation Revenue Fund			Budget Adjustment: No	
			For Fiscal Year: 2023/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside ("County"), as lessor, and John A. Kamburoff, as lessee, entered into that certain Desert Resorts Regional Airport Lease dated April 25, 2000 ("Original Lessee"), which was amended by that certain Desert Resorts Airport First Amendment to Lease dated

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April 11, 2002, and by that certain Jacqueline Cochran Regional Airport Second Amendment to Lease (formerly Desert Resorts Regional Airport), dated January 20, 2021 (collectively, the "Lease") with The John A. Kamburoff Revocable Family Trust dated December 1, 1980 ("John Kamburoff"). The Lease relates to, among other things, the lease of approximately 8,000 square foot of land containing an aircraft storage hangar and located at the Jacqueline Cochran Regional Airport ("Leased Premises").

John Kamburoff has decided to assign the lease interests and ownership of the improvements on the Leased Premises to Peter M. Scheer, as Trustee of the Peter M. Scheer Living Trust U.D.T. dated July 10, 1997, a California revocable trust ("Peter Scheer"). The assignment of lease interests has been memorialized by that Assignment and Assumption of Lease Agreement dated March 16, 2023 ("Assignment Agreement"), between John Kamburoff, as Assignor, and Peter Scheer, as Assignee. The effectiveness of the Assignment Agreement is subject to the consent and approval by the County per Section 23 of the Lease. Staff recommends approval of the proposed Consent to Lease Assignment Agreement as attached.

In connection with the Assignment, Peter Scheer (as Buyer) and John Kamburoff (as Seller) entered into that certain Purchase Agreement for Aircraft Storage Hangar dated March 16, 2023, relating to the sale of the aircraft storage hangar located on an 8,000 square foot leased area on the Jacqueline Cochran Regional Airport at 56-850 Higgins Dr., Thermal, CA 92274 ("Purchase Agreement"), the effectiveness of which is subject to the consent and approval by the County. A copy of the Purchase Agreement is attached hereto as Attachment A. Peter Scheer will not change the existing use of the Leased Premises. The Purchase Agreement and the Assignment does not change the terms of the Lease.

Pursuant to the California Environmental Quality Act (CEQA), the Consent to Purchase Agreement and Assignment and Assumption of Lease Agreement were reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines section 15301, Class 1 – Existing Facilities and State CEQA Guidelines section 15061(b) (3), General Rule or "Common Sense" exemption. The proposed project, the Consent to Purchase Agreement and Consent to Assignment and Assumption of Lease Agreement, is related to the assignment of a lease of existing facilities and no expansion of an existing use will occur. In addition, it can be seen with certainty that there is no possibility that the proposed project may have a significant effect on the environment since it is merely a continuation of existing use.

Impact on Citizens and Businesses

The Consent to Assignment and Assumption of Lease Agreement and Consent to Purchase Agreement of Aircraft Storage Hangar will assist in the County's effort to provide support for airport operations and patronage of local businesses.

SUPPLEMENTAL:

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

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STATE OF CALIFORNIA**

with this transaction. County Counsel and CEQA filing fees to date in the approximate amount of \$950 will be reimbursed from the TLMA Aviation Revenue Fund.

County Counsel Review	\$ 900
CEQA NOE	\$ 50
Total	\$ 950

ATTACHMENTS:

- Attachment A – Consent to Purchase Agreement of Aircraft Storage Hangar
- Attachment B – Consent to Assignment and Assumption of Lease Agreement
- Attachment C – Master Lease and Amendments
- CEQA Notice of Exemption



Jason Farin, Principal Management Analyst 7/5/2023



Aaron Gettis, Deputy County Counsel 6/28/2023



County of Riverside
TLMA Aviation
4080 Lemon Street, 14th Floor, Riverside, CA 92501

FILED / POSTED

County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

E-202300735
07/13/2023 02:29 PM Fee: \$ 50.00
Page 1 of 3

Removed: _____ By: _____ Deputy



NOTICE OF EXEMPTION

June 14, 2023

Project Name: Approval and consent to Purchase Agreement of Aircraft Storage Hangar between The John A Kamburoff Revocable Family Trust dated December 1, 1980, a California revocable trust, and Peter M. Scheer, as Trustee of the Peter M. Scheer Living Trust U.D.T. dated July 10, 1997, a California revocable trust and Consent to Assignment and Assumption of Lease Agreement between The John A Kamburoff Revocable Family Trust dated December 1, 1980, a California revocable trust, and Peter M. Scheer, as Trustee of the Peter M. Scheer Living Trust U.D.T. dated July 10, 1997, a California revocable trust, Jacqueline Cochran Regional Airport.

Project Location: Aircraft storage hangar located on an 8,000 square foot leased area on the Jacqueline Cochran Regional Airport at 56-850 Higgins Drive Thermal, Riverside County, CA 92274 Assessor Parcel Number 759-060-017 (a portion).

Description of Project: The County of Riverside ("County"), as lessor, and John A. Kamburoff Revocable Family Trust dated December 1, 1980 ("John Kamburoff"), as lessee, entered into that certain Desert Resorts Regional Airport Lease dated April 25, 2000 ("Original Lessee"), as amended by that certain Desert Resorts Airport First Amendment to Lease, dated April 11, 2002, and as amended by that certain Jacqueline Cochran Regional Airport Second Amendment to Lease (formerly Desert Resorts Regional Airport), dated January 20, 2021 (collectively, the "Lease"). The Lease relates to, among other things, the lease of approximately 8,000 square foot of land containing an aircraft storage hangar and located at the Jacqueline Cochran Regional Airport ("Leased Premises"). John Kamburoff has decided to assign their lease interests and ownership of the improvements on the Leased Premises to Peter M. Scheer, as Trustee of the Peter M. Scheer Living Trust U.D.T. dated July 10, 1997, a California revocable trust ("Peter Scheer"). The assignment of lease interests has been memorialized by that Assignment and Assumption of Lease Agreement dated March 16, 2023 ("Assignment Agreement"), between The John Kamburoff, as Assignor, and Peter M. Scheer, as Assignee. The effectiveness of the Assignment Agreement is subject to the consent and approval by the County per Section 23 of the Lease. If approved by the Board, the Assignment will be subject to the Lease.

4080 Lemon Street, 14th Floor • Riverside, California 92501 • (951) 955-9722

P. O. Box 1605 • Riverside, California 92502-1605

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In connection with the Assignment, Peter M. Scheer (as Buyer) and John Kamburoff (as Seller) entered into that certain Purchase Agreement for Aircraft Storage Hangar dated March 16, 2023, relating to the sale of the aircraft storage hangar located on an 8,000 square foot leased area on the Jacqueline Cochran Regional Airport at 56-850 Higgins Dr., Thermal, CA 92274 ("Purchase Agreement"), the effectiveness of which is subject to the consent and approval by the County.

The consent to purchase agreement and assignment have been identified as a proposed project under the California Environmental Quality Act (CEQA) because a discretionary action by the Riverside County Board of Supervisors is required for approval. The approval of the consent to the purchase agreement and assignment will not change the existing use of the Premises, which will not result in any significant environmental impacts or include any mitigation measures. The Purchase Agreement and the Assignment will not impact the terms of the Lease.

Name of Public Agency Approving Project: County of Riverside

Name of Person or Agency Carrying Out Project: Riverside County Transportation and Land Management Agency – Aviation Division

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.

Reason 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 sale and assignment of an existing aircraft storage hangar and does not include a new development or improvements to the Leased Premises. Furthermore, this project would not result in any physical direct or reasonably foreseeable indirect impacts to the environment.

- **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, involves the assignment of a lease and and 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. 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 purchase agreement and assignment would result in the continued operation of the airport on the Leased and Assigned 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.

Signed: *Kimberly Loomis*

Date: 6/14/2023

Kimberly Loomis
Development Specialist, II
County of Riverside
TLMA-Aviation Division

CONSENT TO PURCHASE AGREEMENT OF AIRCRAFT STORAGE HANGAR
Jacqueline Cochran Regional Airport

The County of Riverside, a political subdivision of the State of California, ("County") hereby consents to the Purchase Agreement of Aircraft Storage Hanger, herein after referred to as Purchase Agreement ("Purchase Agreement"), to take effect on March 16, 2023, between The John A. Kamburoff Revocable Family Trust dated December 1, 1980, a California revocable trust, ("Seller"), and Peter M. Scheer, as Trustee of the Peter M. Scheer Living Trust U.D.T. dated July 10, 1997, a California revocable trust, ("Buyer"), relating to the Hangar located on 8,000 square foot leased area on the Jacqueline Cochran Regional Airport, Thermal, California ("Hangar"). The Purchase Agreement is attached hereto as Exhibit "A".

By consenting to the Purchase Agreement, the County neither undertakes nor assumes nor will have any responsibility or duty to Buyer or to any third party to review, inspect, supervise, pass judgment upon or inform Buyer or any third party of any matter in connection with the Hangar or the Purchase Agreement, whether regarding the quality, adequacy or suitability of the Hangar for Buyer's proposed use or otherwise. Buyer and all third parties shall rely upon its or their own judgment regarding such matters. The County makes no representations, express or implied, with respect to the legality, fitness, or desirability of the Hangar for Buyer's intended use.

Buyer agrees to defend, hold harmless, and indemnify the County from any and all liability arising from this transaction.

[Remainder of Page Intentionally Left Blank]

[Signatures on Following Page]


IN WITNESS WHEREOF, the County has caused its duly authorized representative to execute this Consent to Bill of Sale as of the date set forth below.

Date: 7/11/23


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

By: 
Kevin Jeffries, Chairman
Board of Supervisors

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM
Minh C. Tran
County Counsel

By: 
Caroline Monroy
Deputy County Counsel

[Peter M. Scheer, as Trustee of the Peter M. Scheer Living Trust U.D.T. dated
July 10, 1997 Acknowledgement on Following Page]

Peter M. Scheer Living Trust U.D.T. dated July 10, 1997 hereby acknowledges, agrees and consents to all of the terms set forth in this Consent to Purchase Agreement.

By: 
Peter M Scheer Living Trust U.D.T. dated July 10, 1997
Peter M. Scheer, as trustee

Dated: 05/31/23



EXHIBIT A
PURCHASE AGREEMENT
(Behind this page)

PURCHASE AGREEMENT OF AIRCRAFT STORAGE HANGAR

This Purchase Agreement of Aircraft Storage Hangar (**Agreement**) between The John A. Kamburoff Revocable Family Trust dated December 1, 1980, a California revocable trust (**Seller**), and Peter M. Scheer, as Trustee of the Peter M. Scheer Living Trust U.D.T. dated July 10, 1997, a California revocable trust (**Buyer**), takes effect on March 16, 2023 (**Effective Date**).

BACKGROUND

The parties acknowledge that:

Seller desires to sell to Buyer and Buyer desires to purchase from Seller, on the terms and subject to the conditions of this Agreement, the Aircraft Storage Hangar at Jacqueline Cochran Regional Airport (“Hangar”).

The parties therefore agree as follows.

ARTICLE ONE PURCHASE AND SALE OF THE ACQUIRED ASSETS

Section 1.01 Purchase and Sale

Subject to the terms of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Hangar. Simultaneously with Buyer’s payment of the Closing Payment, the Hangar will be sold and delivered to Buyer, together with a Bill of Sale duly signed by Seller. The closing of the purchase and sale of the Hangar (**Closing**) will take place on March 10, 2023, or when and where the parties otherwise mutually agree (**Closing Date**).

Section 1.02 Purchase Price

The purchase price (**Purchase Price**) for the sale of the Hangar is \$85,000.00. At the Closing, Buyer will pay to Seller \$29,000.00 of the Purchase Price (**Closing Payment**) by wire transfer to accounts designated by Seller or by cashier’s checks made payable to Seller. Buyer will pay the balance of the Purchase Price (**Deferred Payment**) balance to Seller in accordance with Section 1.04.

Section 1.03 Assumption of Liabilities

Buyer will not assume, be liable for, or agree to pay, perform, or discharge any liability or other obligation of Seller, whether known or unknown, except for the liability assumed under the Ground Lease Agreement assigned to Buyer.

Section 1.04 Deferred Payment

Buyer must pay the Deferred Payment to Seller as follows:

1. within 30 days after the Closing Date, Buyer shall pay to Seller \$28,000.00 of the Purchase Price, and
2. within 30 days after the first Deferred Payment, Buyer shall pay to Seller the final Deferred Payment of \$28,000 of the Purchase Price.

ARTICLE TWO REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents, warrants, and covenants to Buyer as follows.

Section 2.01 Ownership of Hangar

Seller is the beneficial and record owner of and has good and marketable title to the Hangar. This title is free and clear of all security interests, pledges, mortgages, liens, charges, encumbrances, adverse claims, preferential arrangements, obligations to sell, options or other rights to purchase, rights of first refusal or first negotiation, or other restrictions of any kind, including any restriction on the use, transfer, receipt of income, or other exercise of any attributes of ownership.

Section 2.02 Capacity and Authority

This Agreement comprises Seller's legal, valid, and binding obligation enforceable in accordance with its terms. Seller has the requisite legal authority to own or lease the Hangar. A copy of Seller's Certification of Trust is attached hereto as Exhibit A. Seller has duly signed and delivered this Agreement.

Section 2.03 Non-Foreign Status

Seller is not a foreign person or entity under Internal Revenue Code Section 1445.

Section 2.04 Additional Assets

As of the Closing Date, immaterial tangible assets in the Hangar (that have no more than a total fair market value of \$500.00) shall be a part of this transaction. Seller and Buyer shall walk through the Hangar together and identify tangible assets that Seller will remove from the Hangar within 90 days from the Closing. Seller shall identify those assets to be removed by placing a distinctive tape or other marking on those assets.

Section 2.05 Ground Lease

Before the Closing Date, Buyer will be provided with or given an opportunity to review a complete and current copy of the Ground Lease, as amended, described in Exhibit B which is valid and in full force and effect. To Seller's best knowledge, no party to the Ground Lease is in default under its terms and no condition exists that, with notice or lapse of time or both, would constitute such a default. No leasing fees or commissions are due or to become due, now or upon renewal or expansion, with respect to the Ground Lease.

Section 2.06 Brokers and Finders

No broker or finder has acted for Seller in connection with this Agreement or the transactions contemplated by it. No broker or finder is entitled to any brokerage commission, finder's fee, or other compensation based on an agreement or arrangement by Seller.

ARTICLE THREE REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents, warrants, and covenants to Seller as follows.

Section 3.01 Consents and Approvals

No consent, approval, authorization, or other action by, or filing or registration with, any federal, state, or local governmental authority or any other person or entity is required in connection with Buyer's signing and delivery of this Agreement, consummation of the transactions contemplated by this Agreement, or performance of Buyer's obligations under this Agreement.

Section 3.02 Capacity and Authority

This Agreement comprises Buyer's legal, valid, and binding obligation enforceable in accordance with its terms. Buyer has the requisite legal authority to own or lease the Hangar. A copy of Buyer's Certification of Trust is attached hereto as Exhibit C Buyer has duly signed and delivered this Agreement.

Section 3.03 Non-Foreign Status

Seller is not a foreign person or entity under Internal Revenue Code Section 1445.

Section 3.04 Brokers and Finders

No broker or finder has acted for Buyer in connection with this Agreement or the transactions contemplated by this Agreement. No broker or finder is entitled to any brokerage commission, finder's fee, or other compensation based on agreements or arrangements made by Buyer.

ARTICLE FOUR COVENANTS OF SELLER

Section 4.01 Schedules

Before the Closing Date, Seller will deliver to Buyer any schedules referenced in Article Two that have not already been delivered to Buyer with this Agreement.

Section 4.02 Satisfying Conditions

Seller shall perform all of its covenants in this Agreement that are conditions to Buyer's obligation to purchase the Hangar before the Closing Date. This includes obtaining all consents, approvals, authorizations, and other actions by, and completing all filings or registrations with, all federal, state, and local governmental authorities that are necessary for Seller to consummate the transactions contemplated by this Agreement.

ARTICLE FIVE COVENANTS OF BUYER

Section 5.01 Satisfying Conditions

Buyer shall perform all of its covenants in this Agreement that are conditions to Seller's obligation to sell the Hangar before the Closing Date. This includes obtaining all consents, approvals, authorizations, and other actions by, and completing all filings or registrations with, all federal, state, and local governmental authorities that are necessary for Buyer to consummate the transactions contemplated by this Agreement.

ARTICLE SIX TERMINATION

If for any reason the Closing does not occur by June 15, 2023, and neither Buyer, on the one hand, nor Seller, on the other hand, is in breach of its respective obligations under this Agreement, then any party may terminate this Agreement and no party will have any further obligation to the others. If the Closing does not occur because of the breach or default by any party to the Agreement, the non-breaching party or parties have the right to pursue all remedies available provided under this Agreement, at law, and in equity, including specific performance or injunctive relief.

ARTICLE SEVEN GENERAL PROVISIONS

Section 7.01 Expenses

Except as otherwise specifically provided, each party is responsible for its own fees, costs, and other expenses—including fees for counsel, financial advisors, and accountants—incurred in

negotiating and preparing this Agreement and in closing and carrying out the transactions contemplated under it.

Section 7.02 Survival of Representations, Warranties, and Covenants

The respective representations, warranties, and covenants of Buyer and Seller made in this Agreement or in any certificate or other document delivered under this Agreement, including the obligations of indemnity, will survive the Closing Date and the consummation of the transactions contemplated by this Agreement, despite any examination made by or for the party to whom the representations, warranties, or covenants were made; the knowledge of any officers, directors, employees, or agents of the party; or the acceptance of any certificate or opinion.

Section 7.03 Notices

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a **Notice**) shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Notices must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a Notice given in accordance with this Section):

If to Seller	The John A. Kamburoff Revocable Family Trust dated December 1, 1980 41740 Harrison Drive, Palm Desert, CA 92211 Email: jkamburoff@aol.com Attn: John A. Kamburoff
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If to Buyer	The Peter M. Scheer Living Trust U.D.T. dated July 10, 1997 39935 Vista Del Sol, Suite 210, Rancho Mirage, CA 92270 Email: peter@majacholdings.com Attn: Peter M. Scheer
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Section 7.04 Entire Agreement

This Agreement constitutes the sole and entire agreement of its parties with respect to the Agreement's subject matter.

Section 7.05 Amendments

No provision of this Agreement may be amended or modified except by a written instrument executed by all parties to this Agreement.

Section 7.06 Multiple Originals; Validity of Copies

This Agreement may be signed in any number of counterparts, each of which will be deemed an original. Any Person may rely on a copy of this Agreement that any party to this Agreement certifies to be a true copy to the same effect as if it were an original.

Section 7.07 Governing Law

This Agreement is governed, construed, and administered according to the laws of California, as from time to time amended, and any applicable federal law. California or any other jurisdiction) that would cause the application of the law of any jurisdiction other than those of California.

Section 7.08 Attorney's Fees

If any party to this Agreement institutes any legal cause of action—including arbitration—against another party arising out of or relating to this Agreement, the prevailing party will be entitled to the costs incurred in conducting the cause of action, including reasonable attorney's fees and expenses and court costs.

Section 7.09 Modification for Legal Events

If any court of competent jurisdiction determines that any provision or any part of a provision set forth in this Agreement is unenforceable because of its duration or geographic scope, the court has the power to modify the unenforceable provision instead of severing it from this Agreement in its entirety.

Section 7.10 Severability

The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this Agreement are to be construed as if the invalid provision had never been included in this Agreement.

Signed: March 16, 2023.

SELLER:


The John A. Kamburoff Revocable Family Trust dated December 1, 1980



John A. Kamburoff, Trustee

BUYER:

The Peter M. Scheer Living Trust U.D.T. dated July 10, 1997



Peter M. Scheer, Trustee

LIST OF EXHIBITS

- Exhibit ACertification of Kamburoff Trust
- Exhibit B.....Ground Lease
- Exhibit C.....Certification of Scheer Trust

EXHIBIT A

CERTIFICATION OF THE
THE JOHN A. KAMBUROFF REVOCABLE FAMILY TRUST
DATED DECEMBER 1, 1980

CERTIFICATION OF TRUST
THE JOHN A. KANBUROFF REVOCABLE FAMILY TRUST

The undersigned, being one of the currently serving Trustees of "THE JOHN A KAMBUROFF REVOCABLE FAMILY TRUST," dated December 1, 1980 (the "Trust"), being first duly sworn, deposes and says that said Trust provides in part as follows:

1. The form in which title to assets of the trust should be taken is as follows:
**THE JOHN A. KAMBUROFF REVOCABLE FAMILY TRUST, dated December 1, 1980,
JOHN KAMBUROFF and CATHERINE KAMBUROFF, Trustees**
2. **Grantors:** The Grantors under the terms of said Trust are JOHN A. KAMBUROFF and CATHERINE KAMBUROFF.
3. **Trustees.** The Trustees under said Trust are JOHN A. KAMBUROFF and CATHERINE KAMBUROFF. **Either Trustee may act alone to bind the trust.**
4. Attached to this Certification of Trust as Exhibit A and incorporated in it by reference are selected provisions of the Trust evidencing powers of the Trustees.
5. The Trust is revocable by the Grantors and is currently in full force and effect. The power to revoke the trust is held jointly by the Grantors.
6. The Trust is a grantor trust that does not require a separate tax identification number.
7. The situs of the Trust is California and California law governs the validity, construction and administration of the trust.
8. The Trust has not been revoked, modified or amended in any manner that would cause the representations contained in this Certification of Trust to be incorrect.
9. This Certification of Trust is being signed by one of the currently acting Trustees of the Trust.

Affiant:


John A. Kamburoff

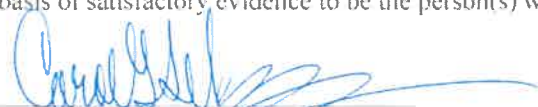
Dated: March 16, 2023

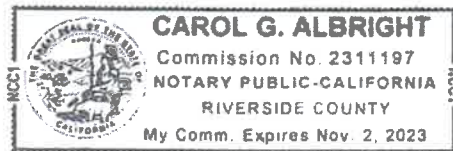
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)

Subscribed and sworn to (or affirmed) before me on this 16 day of March, 2023, by John A. Kamburoff, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature


Carol G. Albright, Notary Public



**CERTIFICATION OF TRUST
THE JOHN A. KAMBUROFF REVOCABLE FAMILY TRUST**

**EXHIBIT A
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7.01 IN GENERAL. With respect to each trust hereunder, during its existence and until such time after its termination as all of its assets have been distributed, its Trustee(s), in their discretion, shall have the power and are authorized to:

A. Enter upon, take possession of, hold and retain the trust property and invest and reinvest the same in real, personal and mixed assets, improved and unimproved, tangible and intangible, of any kind and nature whatsoever, foreign as well as domestic, that yield a high rate of income or no current income including, but without limitation, securities issued by an institution that is or may become a Trustee hereunder, common and preferred stocks (regardless of dividend arrearages), leverage type securities, options, puts and calls, fixed income bearing securities (secured or unsecured and notwithstanding default in interest), units of participation in limited partnerships, in real estate investment trusts and/or in common trust funds, investment trust stocks, mutual funds and other securities and investments of any kind, without regard to whether or not any such securities or investments are of a kind known to exist at the date of this instrument and whether or not any such investments shall be in (i) unseasoned or fledgling companies or securities that are (a) not listed on any stock exchange or public market nor registered with any securities commission, or (b) subject to contractual, legal or other restrictions (including "investment letter" restrictions), or (ii) oil, gas, and other mineral interests and natural resources, leasehold interests (including agricultural, business, etc.), commodities, currencies, collectibles, insurance and/or annuity contracts of any kind on the life of any person or persons, life estates, remainder interests, etc., not being limited by any present or future investment law and whether or not the same may be regarded by any statute, rule of law or otherwise as being proper investments for Trustee(s), all without regard to the "prudent man rule," to the relation any such investment may bear to the value of such trust or to the type or character of other investments in such trust, or to the effect such investment may have upon the diversification of the investments in such trust and even though such investment or reinvestment shall be when made or shall thereafter become unproductive of income, unmarketable, risky or speculative; and such investments may be purchased from or made in common with any person or persons notwithstanding that any such person may control such investment and/or may be, directly or indirectly, a beneficiary or a fiduciary hereunder; and any business partially or wholly owned by such trust may separately compensate any fiduciary and/or beneficiary hereunder for any services rendered directly to such business;

B. Retain, for as long as may be deemed desirable, all property in the form in which the same shall be acquired by such trust, without regard to any trust investment rules of any kind nor to the proportion that any one asset or class of assets may bear to the whole and without liability for any loss that may be incurred thereby;

C. Open checking, savings, custody, agency and cash and margin brokerage accounts and safe deposit boxes with any institution(s) empowered to accept the same, including any that may be a Trustee hereunder, either (i) in their names or any of their names (with or without disclosing fiduciary capacity), (ii) in the name of such trust (where an account is in the name of a trust, checks on that account and authorized signatures need not disclose the fiduciary nature of the account or refer to any trust or Trustee), or (iii) in the name of such trust's nominee(s), depositing therein any part or all of the funds and securities of such trust, and withdrawals therefrom and access thereto shall be permitted on the signature of any one or more of the Trustees and/or nominees, with the right and power to authorize withdrawals and/or access on the sole signature of any agent or agents designated in writing by such Trustees;

D. Employ such accountants, custodians, experts, counsel (legal and/or investment), and other agents as may be deemed advisable (notwithstanding such person or entity may be, or be

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affiliated in business with, any Trustees hereunder) and delegate discretionary powers to and rely upon information or advice furnished by them;

E. Sell (either for cash or partly for cash and partly on credit for any period, with or without security), option, convey, exchange (whether or not of like kind or similar use), lease (for any length of time regardless of the possible or actual prior termination of any trust), partition, plat, rezone, subdivide, improve and/or develop (and, where appropriate, dedicate for public use, demolish, construct, alter, reconstruct, change, etc.), repair, manage, operate or otherwise enter upon contracts or agreements regarding, deal with or dispose of any part or all of the trust property, whether real, personal or mixed, at any time, for any purpose or purposes, in any manner, either public or private, and upon any terms and with any party, including any who may be, directly or indirectly, a beneficiary or a fiduciary hereunder or an estate or trust of or for such a person;

F. Abandon or demolish any trust property deemed to be of insufficient value to warrant the expense of retention or abstain from the payment of taxes, liens, rents, assessments, repairs, etc. on such property and/or permit such property to be lost by tax sale, foreclosure or other proceedings, by conveyance for nominal or no consideration, or to charity;

G. Grant or release easements or charges of any kind (with or without consideration), effect and carry insurance (protecting against such hazards and liabilities as may be deemed advisable), renew or extend, amend, change or modify leases, grant options to lease and options to renew leases, all on such terms and conditions as may be deemed advisable and to pay any and all expenses in connection therewith;

H. Exercise or not exercise or otherwise deal with any and all options of any kind;

I. Vote, deal or consent, in person or by proxy (with or without power of substitution), including electing any Trustee or an employee or officer of any Trustee as a director or officer of any corporation, with respect to any securities, including those of companies in which a Trustee may, directly or indirectly, have an interest of any kind;

J. Form or cause to be formed, alone or with others, such corporations, partnerships, limited partnerships and other business organizations organized under the laws of any state or country and to transfer and convey to such business organizations all or any part of the assets, real or personal, of any trust estate in exchange for such stocks, bonds, notes, other securities or interests of such business organizations as the Trustees, in their absolute discretion, may deem advisable;

K. Rent office space, whether or not from, or in conjunction with any other such space being used by, any beneficiary hereunder, or any relative of either Grantor or of any beneficiary hereunder, or any fiduciary hereunder in his, her or its individual capacity, and to pay the expenses thereof from the principal of the respective trust estate;

L. Enforce, abandon, adjust, arbitrate, compromise, sue on, prosecute and/or defend, and otherwise deal with and settle, on such terms as such Trustee(s) in good faith may deem advisable, even if the result would substantially diminish the trust property and/or materially affect the trust plan (whether or not with concurrence of the beneficiaries), any and all claims in favor of or against such trust, including those relating to tax matters;

M. Exercise all tax related elections and choices they may have (whether or not

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specifically referred to in Section 9.01) including (i) the disclaimer of benefits receivable by such trust in any manner permitted by law or by a "transfer" meeting the requirements of Section 2518(c)(3) of the Internal Revenue Code, and (ii) the entering into of closing agreements relating to any trust matters (which shall be binding on all present and future trust beneficiaries), and to pay any income or similar tax properly imposed on or to be borne by such trust and any estate, inheritance, succession, generation-skipping or other similar tax that, under applicable tax and apportionment laws, is properly imposed upon or with respect to any property held (or being distributed) hereunder, such payment to be charged to such property;

N. Borrow money for the payment of taxes, the exercise of options, or for any other purpose or purposes whatsoever, from any source, including the commercial department of any corporate trustee hereunder, on the general credit of any trust property, and to pledge or mortgage any or all of said property as security for the repayment of such loans and/or of any loan, new or old, from any third parties to any beneficiary hereunder and/or to any trust, estate or company in which any beneficiary and/or any trust hereunder has an interest, and to guarantee any such third party loans, and to pay interest on and to renew, extend, modify, reduce and/or pay off, from time to time, any such indebtedness incurred by such Trustee(s) or any of their predecessors in interest;

O. Loan money to anyone, including any beneficiary of that trust or of any trust hereunder (including any beneficiary who may at the time also be a fiduciary hereunder), or to any estate, trust or company in which such person or any trust hereunder has an interest, for any purpose whatsoever, with or without security and at such rate of interest as the Trustee(s) of such trust shall determine in the exercise of reasonable fiduciary discretion, and, with respect to such loans and/or security interests, to renew, extend, modify and grant waivers;

P. Make, execute and deliver any and all such instruments in writing as shall be necessary and proper to carry out any disposition whatever of any trust property;

Q. Carry securities or other properties requiring or permitting of registration or recording in their names, in any one of their names, in the name of their nominee or nominees (with or without designation of fiduciary capacity), or unregistered (or in such form as will pass by delivery);

R. Exercise, in general, all such control and power over the trust property as an individual might exercise with respect to his own property;

S. Compromise, submit to arbitration, release with or without consideration or otherwise adjust claims in favor of or against any trust;

T. Institute, compromise and defend actions and proceedings;

U. Hold, retain, purchase or sell legal life estates, interests for a term of years, or remainder interests, regardless of whether they yield a reasonable rate of return or no current return, whether or not they result in the preservation of principal, and whether or not the same may be regarded by any statute, rule of law or otherwise as being proper for Trustees. Such investments may be purchased from or made in conjunction with any persons notwithstanding that any such person may control such investment and/or may be, directly or indirectly, a beneficiary or a fiduciary hereunder. The purchase or sales price for any transactions hereunder may, but need not, be determined under the Treasury Department Regulation Section 25.2512-9, as amended, or any successor regulation or tables;

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V. In addition to all other powers herein granted to the Trustees, the Trustee of each trust created hereunder is specifically authorized to hold and maintain any residence (whether held as real property, condominium or cooperative apartment) for the use and benefit of the beneficiaries of any trust. If the Trustees, in their sole and absolute discretion, determine that it would be in the best interests of the beneficiaries of any trust to maintain a residence for their use but that the residence owned by the Trustees should not be used for such purpose, the Trustees are authorized to sell said residence and to apply the net proceeds of sale to the purchase of such other residence or to make such other arrangements as the Trustees, in their sole and absolute discretion, deem suitable for the purpose. Any proceeds of sale not needed for reinvestment in a residence as provided above shall be added to the principal of this trust and thereafter held, administered and disposed of as a part thereof. The Trustees are authorized to pay all carrying charges of such residence, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair and operation thereof, including the employment of domestic servants and other expenses incident to the running of a household for the benefit of the beneficiaries of the trust. Having in mind the extent to which funds will be available for expenditure for the benefit of the beneficiaries, the Trustees are authorized to expend such amounts as they, in their sole and absolute discretion, shall determine to maintain the current lifestyle of the beneficiaries, including, but not limited to, complete authority to provide for their personal care and comfort in any manner whatsoever; and

W. To amend this trust instrument or any trust created hereunder to enable any such trust to qualify as an eligible shareholder of a S corporation as described in Sections 1361(c)(2)(A)(i), 1361(d)(3) or 1361(e) of the Code, as the case may be.

The foregoing powers, as well as those now or hereafter conferred upon Trustees generally and those set forth in the following sections of this Article, may be exercised by such Trustees in such manner as they, in their sole judgment and discretion, deem appropriate under the then circumstances (insofar as they can be reasonably ascertained by such Trustees) to carry out the trust purposes of protecting and conserving property for the beneficiaries, all without obtaining authority therefor from any court. No person dealing with the Trustees shall be bound to see to the application or disposition of cash or property transferred to or upon the order of the Trustees or to inquire into the authority, validity or propriety of any action of the Trustees.

7.02 “PRUDENT PERSON” RULE. In addition to the investment powers conferred above, the Trustees are authorized (but are not directed) to acquire and retain investments not regarded as traditional for trusts, including investments that would be forbidden by the “prudent person” rule. The Trustees may, in their sole discretion, invest in any type of property, wherever located, including any type of security or option, improved or unimproved real property, and tangible or intangible personal property, and in any manner, including direct purchase, joint ventures, partnerships, limited partnerships, corporations, mutual funds or any other form of participation or ownership whatsoever. In making investments, the Trustees may disregard all of the following factors:

A. Whether a particular investment, or the trust investments collectively, will produce a reasonable rate of return or result in the preservation of principal.

B. Whether the acquisition or retention of a particular investment, or the trust investments collectively, is consistent with any duty of impartiality as to the different beneficiaries. The Grantors intend no such duty shall exist.

C. Whether the trust is diversified. The Grantors intend that no duty to diversify shall exist.

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D. Whether any or all of the trust investments would traditionally be classified as too risky or speculative for trusts. The entire trust may be so invested. The Grantors intend the Trustees to have sole discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy.

The Grantors' purpose in granting the foregoing authority is to modify the prudent person rule insofar as the rule would prohibit an investment or investments because of one or more factors listed above, or any other factor relating to the nature of the investment itself. Accordingly, the Trustees shall not be liable for any loss in value of an investment merely because of the nature of the investment or the degree of risk presented by the investment, but shall be liable if the Trustees' procedures in selecting and monitoring the investment are proven by affirmative evidence to have been negligent, and such negligence was the proximate cause of the loss.

7.03 PROPERTIES AND COMPANIES OWNED IN COMMON WITH OTHERS. The Trustee(s) of each trust hereunder are specifically authorized, with or without the joinder of other owners of property or securities related to any that may be held in such trust (and notwithstanding that one or more such other owners may be, directly or indirectly, a beneficiary or a fiduciary hereunder), to enter upon and carry out any plan (i) for the foreclosure, lease or sale of any trust property, (ii) for the consolidation or merger, dissolution or liquidation, incorporation or reincorporation, recapitalization, reorganization or readjustment of the capital or financial structure of any corporation, company or association, the securities of which, whether closely held or publicly traded, may form a part of such trust, or (iii) for the creation of one or more holding companies to hold any such securities and/or properties (even if it leaves, following the termination of such trust, a trust beneficiary as a minority shareholder in such a holding company), all as such Trustee(s) may deem expedient or advisable for the furtherance of the interests of such trust and the carrying out of Grantors' original intent as to such trust and as to those properties and/or securities. In carrying out such plan, such Trustee(s) may deposit any such securities or properties, pay any assessments, expenses and sums of money, give investment letters and other assurances, receive and, subject to the requirements of Section 8.14 below, retain as investments of such trust any new properties or securities transferred or issued as a result thereof, whether or not the same may be regarded by any statute, rule of law or otherwise as being proper investments for Trustee(s), and generally do any act with reference to such holdings as might be done by any person owning similar securities or properties in his own right, including the exercise of conversion, subscription, purchase or other rights or options, the entrance into voting trusts, etc., all without obtaining authority therefor from any court.

7.04 AUTHORITY TO OPERATE BUSINESSES. If an interest in any business, whether in the form of a general or limited partnership or sole proprietorship, at any time becomes an asset of any trust hereunder (by purchase, gift, the entrance of the trust into such business or otherwise), its Trustee(s) shall have the authority to engage in and to continue such trust in such business for such period, without limit, as such Trustee(s), in their sole judgment, may deem best for such trust (but only as long as such activity does not constitute "carrying on business" within the meaning of the federal tax laws defining associations taxable as a corporation) and, for that purpose, such Trustee(s) may retain and employ the capital in said business that shall at the time of trust acquisition be committed thereto or employed therein and such additional capital as such Trustee(s), in their sole judgment, shall think fit to advance from time to time out of such trust's other resources, whether for continuation or expansion or any other purpose; and such Trustee(s), in their sole discretion, may incorporate a part or all of said business (or any investment held in such trust) in one or more corporations, with whatever capital structure may be deemed appropriate, alone or with others, in any jurisdiction, and/or form partnerships in which such trust may be a general or limited partner, and/or enter into joint ventures or associations with others on such terms as may be deemed appropriate, and/or enter into agreements respecting voting rights, management, incentive compensation, profit sharing, future sale or retention, etc., all without obtaining authority therefor from any court, and such Trustee(s), while acting in good faith, shall be free from any responsibility for losses arising in the prosecution of such business.

7.05 MINERAL AND OIL AND GAS OPERATIONS. With respect to any and all mineral and oil and gas

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interests of any kind, regardless of where located, that may at any time form a part of or be acquired by any trust hereunder, the powers and discretions herein granted to Trustee(s) shall be broadly construed, regardless of technical terminology, to permit any contract, act or thing that may be deemed by the Trustee(s) of such trust to be advantageous to such trust, whether or not the same be now or hereafter recognized as common or proper practice by or among those engaged in the business of prospecting for, developing, producing, processing, transporting and/or marketing any such minerals, properties or interests. Without limiting the generality of the foregoing, such Trustee(s) are also specifically authorized and empowered, in their sole discretion as they may deem necessary or desirable, with respect to any and all such interests, to:

- A. Pay all delay rentals, lease bonuses, royalties, overriding royalties, bottom hole or dry hole contributions, local taxes and assessments and all other proper charges;
- B. Make farm out agreements, engage in secondary recovery operations and enter into and execute pooling and/or unitization agreements and/or agreements for the installation and/or operation of absorption, repressuring and/or other processing plants;
- C. Retain, sell, assign, transfer, lease, exchange, mortgage, pledge or otherwise hypothecate, surrender or abandon, with or without condition, either in cash or in kind, any or all of such interests (including making reservations and exacting conditions on the transfer of any such interests);
- D. Drill, test, explore, mine, develop, operate and otherwise exploit, directly or by contract with others, any and all such interests to any extent;
- E. Produce, process, sell or exchange all products recovered through the exploitation of such interests;
- F. Exercise, in accordance with their best judgment, any right, power or privilege (including, but not by way of limitation, the right to consent to participate or to not participate in wells to be drilled) the Trustee(s) or any predecessor in interest may have under any agreement that may have been entered into in connection with any of such interests;
- G. Select, employ and enter into any appropriate business form in which to properly exploit such interests, including corporations, partnerships, limited partnerships, mining partnerships, joint ventures and co-tenancies;
- H. Hire all necessary personnel, rent office space, buy or lease office equipment, contract and pay for geological surveys and studies, procure appraisals, rely on expert advice and generally conduct and engage in any and all activities incident to the foregoing powers set forth in subparagraphs A through G, inclusive, with full power to borrow and pledge in order to finance such activities; and
- I. Exercise broad and liberal discretion in making allocations under Section 6.03 above notwithstanding the technical nature of any receipt or disbursement, notwithstanding any local law or custom to the contrary, and without being required to allocate to principal any reserve for depletion.

Such Trustees are further hereby granted any other power they deem necessary in order to properly conserve, develop, exploit and administer the interests described in this section, including the power to dispose of such interests in any manner and at any price, either in cash or in property, that they, in the exercise of their best judgment, deem reasonable

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at the time of such disposition. All fiduciaries hereunder shall be exonerated from liability for honest errors in judgment in connection with the exercise of the powers described in this section.

7.06 AGRICULTURAL REALTY AND FARMING OPERATIONS. With respect to any real property used or useable for agricultural purposes and/or farming operation of any kind, regardless of its nature, that may at any time become an asset of any trust hereunder, its Trustee(s) shall have the authority to:

- A. Operate all property and interests in property relating to such operation with hired labor, tenants and/or sharecroppers (including any who may be a beneficiary, Trustee and/or a Grantor hereunder), as such Trustee(s) from time to time deem best;
- B. Hire a farm manager or professional farm management service to supervise such operation or operations;
- C. Lease or rent land, equipment and/or livestock for cash or on shares, either to others or from others (including related parties and/or Trustees);
- D. Sell, purchase, exchange and/or otherwise acquire or dispose of farm machinery, livestock, farm products, crops, timber, supplies and services used in connection with the property or any acreage or parcel of real estate constituting farm property;
- E. Remove, construct, repair and improve fences, structures and buildings of all kinds on the property;
- F. Fertilize, terrace, clear, level, ditch and/or drain farmlands;
- G. Install irrigation systems, carry on reforestation and, in general, follow soil conservation and other practices designed to conserve, improve and maintain the fertility and productivity of the soil;
- H. Enter into agreements and/or programs with any governmental agency relating to soil conservation, acreage reduction, agricultural, recreational or other similar purposes;
- I. Carry on both crop and livestock programs, including the breeding, raising, purchasing and/or selling of livestock and any other farm products whatsoever; and
- J. Borrow money and pledge harvested or growing crops, timber or livestock and mortgage or pledge farm property of any kind.

Regarding all such agricultural real property and farming operations, no Trustee shall be liable for any losses except as such losses are caused by that Trustee's bad faith or intentional misconduct. Furthermore, during such time as there is a Family Trustee acting with respect to any trust that owns or leases real property used or useable for agricultural purposes or that is thus involved in farming operations, that Family Trustee shall completely control and manage all of such trust's agricultural real property and/or farming operations and the Independent Trustee of such trust shall not have any responsibility whatsoever with respect to such property and/or operations (except to approve acts of self-dealing under Section 7.09 below), and to receive amounts of cash due the income or principal accounts of such trust from such property and/or operations and to provide such Family Trustee with all funds such Family Trustee calls for, either from the income or principal account of such trust, in connection with such property and/or operations.

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7.07 ASSISTANCE TO ESTATES AND TRUSTS OF INTERESTED PERSONS. The Trustees of each trust hereunder are authorized, in the exercise of their discretion, to purchase and retain, as a trust investment, securities or other properties, for a fair consideration in money or money's worth, from the fiduciaries of the estate (and/or revocable trust) of either Grantor, and each of Grantors' descendants (and each of their spouses), from the fiduciaries of each other separate trust hereunder, and from the fiduciaries of the estate (and/or revocable trust) of each deceased beneficiary of each trust hereunder (and each of their spouses) and to make loans to such fiduciaries, with or without security and at such rate of interest or no interest, all as such Trustee(s) shall determine to be appropriate in carrying out what they alone judge would be the Grantors' original intent under the circumstances. The propriety of any such purchase and/or loan and of the terms thereof shall not be questioned merely because any of the fiduciaries or beneficiaries of such estate or trust may also be a Trustee hereunder, and such purchases, loans or advancements shall be made upon such terms and conditions as the Trustee in its discretion deems appropriate. The Trustee shall incur no liability by reason of acting in accordance with this Section, except for its own negligence, whether or not such purchases, loans and advances constitute investments which may be legally made by a Trustee.

7.08 ENLARGED INVESTMENT PERSPECTIVE. The investment policy of each Trustee hereunder shall be based primarily on the long-term best interests of the person or persons who, at the time, are entitled to trust income and only secondarily on the interests of remainder beneficiaries. If any Trustee considers it appropriate to determine the proportion of trust properties to be invested in (i) equities, and (ii) "fixed dollar" type assets, consideration should also be given to the amount and nature of all assets and means of support available from all sources to each income beneficiary to the extent known (even to the point of having all trust investments in one or the other type of holding). The soundness of trust investments shall be judged not on the basis of individual assets nor on the basis of the trust estate alone, but on the broader basis of each income beneficiary's economic circumstances as a whole, including said trust estate.

7.09 PERMITTED SELF-DEALING. Financial transactions, both direct and indirect, between any trust and any of the Trustee(s), beneficiaries and/or Grantors of that trust (including, for instance, the purchase, sale or leasing of property, investments in mortgages, acquisitions of life insurance policies, employment in any capacity, lending, etc.), whether or not specifically described in this article as permitted between such parties, except to the extent expressly prohibited by this instrument, are hereby expressly authorized, notwithstanding any rule of law relating to self dealing, provided only the Trustees, in thus acting either on behalf of or with or for such trust, shall act in good faith to assure such trust receives in such transaction adequate and full consideration in money or money's worth. The compensation to which a Trustee is entitled under this Trust Agreement shall not be reduced or offset by reason of receiving sales or other fees or commissions on property sold to the trust by a Trustee (directly or indirectly), which sales are hereby authorized.

7.10 CERTAIN TRUSTEE'S(S') LIMITED POWER OF AMENDMENT.

A. In the case of each separate trust at any time in existence hereunder, such trust's then Trustees, other than any (i) who has ever made a gift transfer to such trust, or (ii) who is prohibited by the provisions of Paragraph B. below from participating in the amendment involved, from time to time may, notwithstanding any other provision of this instrument, amend or restate this instrument, including its dispositive, administrative and other provisions of all kinds, in order to permit such Trustees:

- (1) To cope with tax and/or other circumstantial changes that may affect such trust and/or its beneficiaries,
- (2) To take advantage of changed trust drafting approaches to coping with potential trust problems, and/or
- (3) To remove from the governing trust instrument any provisions which have become

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“deadwood” (i.e., no longer operative in the ongoing administration of such trust due to changed circumstances)

with respect to (i) such trust, and (ii) all trusts that are subsequently to come into existence under this instrument to hold part or all of the assets of such trust, in whatever way or ways, such Trustee(s), in the exercise of such Trustee’s(s’) sole discretion, may deem appropriate in the best interests, as interpreted by such Trustee(s) alone, of the primary beneficiaries of such trust(s) and of each such beneficiary’s family as a whole. Such Trustee(s) shall be guided by what, in the sole judgment of such Trustee(s) alone, would apparently be the Grantors’ original intent hereunder in the light of the changed circumstances. This power of amendment shall include, by way of example and not limitation, the power to:

(a) Grant, reduce or eliminate general (as defined in Section 2041 of the Internal Revenue Code) and special powers of appointment with respect to part or all of any trust property (such powers may be made subject to any conditions or consents and limited to such objects as may be described in the grant or reduction of each power);

(b) Add mandatory distribution or set aside provisions for one or more beneficiaries or permissible distributees;

(c) Divide a trust into separate trusts or merge separate trusts together;

(d) Provide for the creation of one or more separate subaccounts (equivalent to a separate trust) in any trust hereunder with respect to which such subaccounts are more restrictive or other administrative or dispositive provisions are made applicable in order to permit some or all of the properties or interests that may at any time be held in or allocable to that trust to be segregated and transferred to that subaccount to achieve some tax or other benefit that would otherwise not be available to such property or interest or to the primary beneficiary or one or more of the other current beneficiaries of that trust (such as, by way of example and not limitation, to permit (i) such property, interest or beneficiary to qualify for some governmental or tax benefit, generation-skipping transfer tax exemption or IRC Section 2032A election, (ii) a disclaimer to be made, or (iii) shares of stock held in such subaccount to be a qualifying stockholder in an S corporation, and so on); and

(e) Restrict in any way, revocably or irrevocably, the future exercise of any power held by any beneficiaries and/or Trustee(s) hereunder.

B. Notwithstanding the foregoing, however, under no circumstances (i) shall any Trustee, who is also a beneficiary of any such trust, participate in any amendment which may result in such Trustee beneficiary receiving any direct or indirect financial benefit from any such trust, nor (ii) shall any such amendment:

(1) Extend the period of any such trust’s existence beyond the already applicable rule against perpetuities limitation period specified in Section 10.02;

(2) Diminish in any way (that is not controlled by the beneficiary) any enforceable right any beneficiary may already have (under the then terms of this instrument) to receive the income of any trust, currently or at any time in the future (but, to the extent an amendment benefits or grants a power to a current beneficiary of any trust, it may diminish the rights of one or more beneficiaries to receive in the future the income of that trust or of any trust subsequently to come into existence to hold part or all of the assets of that trust);

(3) Reduce in any way the restrictions and limitations on (i) fiduciary actions as set

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forth in Section 8.09 below, (ii) the Trustee's(s') limited power of amendment under this Section 7.10, and (iii) who (or what institutions) can qualify to fill any office of Trustee hereunder as set forth in Article VIII below, unless such reduction of restrictions and/or limitations will not have any adverse tax effect on such trust or any of its beneficiaries (all of which provisions, referred to in (i), (ii) and (iii) above, however, may be amended, irrevocably and binding on successors, to increase such restrictions and limitations in any way such amending Trustee(s) may deem appropriate);

(4) Give (i) any Trustee any powers or discretions that are either granted exclusively to a Co-Trustee or from the exercise of which such Trustee is excluded for any reason, nor (ii) anyone acting in a nonfiduciary capacity any powers granted herein to fiduciaries unless, in either case, such amendment will not have any adverse tax effect on such trust or any of its beneficiaries;

(5) Result in any direct or indirect financial benefit to anyone who is not at the time of such amendment both (i) a member of either Grantor's family within the meaning of Section 2701(e)(1) of the Internal Revenue Code (as it reads on the date of this instrument), and (ii) already a present or contingent beneficiary of such trust(s) (unless it is to provide for afterborn or afteradopted children of any such beneficiary), except through the exercise of a power of appointment held by or granted to a person described in (i) and (ii) above;

(6) Discriminate in any significant financial way in favor of one or more siblings to the detriment of any other sibling(s) where such siblings are, under the terms of this instrument, to be treated in substantially equal fashion (for this purpose treating each sibling, his or her spouse and descendants, and their spouses as one unit); nor

(7) Make any change that would have the effect of disqualifying any such trust insofar as such trust, prior to such amendment, otherwise qualified for and was in fact already taking advantage of, while such advantage otherwise will continue, (i) any exemption from a surviving spouse's elective right or from any creditor's right to levy on any beneficiary's interest in any such trust, or (ii) any substantial deduction, credit, exclusion or other tax benefit (such as any marital or charitable deduction, any annual gift tax exclusion, a IRC Section 2032A election, a generation-skipping tax exemption, the opportunity to be a stockholder in an S corporation, a significant grandfathered status under some changed law, and so on).

C. Any such amendment shall be by written instrument, executed by such amending Trustee(s) with all the formalities of a deed, setting forth the trust or trusts hereunder to which the amendment applies and the effective date of such amendment.

EXHIBIT B

LIST OF REAL PROPERTY

Real Property Leased by the Seller:

Lease 1

Tenant: The John A. Kamburoff Revocable Family Trust dated December 1, 1980

Landlord: County of Riverside on behalf of its Transportation and Land management Agency, Aviation Division

Attachment B

Consent to Assignment and Assumption of Lease Agreement

CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT
Jacqueline Cochran Regional Airport

The County of Riverside, a political subdivision of the State of California, (“County”) hereby consents to the assignment and assumption of The John A. Kamburoff Revocable Family Trust dated December 1, 1980, a California revocable trust, (“Assignor”) interest as lessee in that certain Lease (defined below) to Peter M. Scheer, as Trustee of the Peter M. Scheer Living Trust U.D.T. dated July 10, 1997, a California revocable trust, (“Assignee”), as set forth in the Assignment and Assumption of Lease Agreement, dated March 16, 2023, attached hereto as Attachment “A” (“Assignment”).

Pursuant to the Assignment, the Assignor transferred and assigned to Assignee all of Assignor’s rights, title, interest and obligations (“Rights and Obligations”) under that certain Desert Resorts Regional Airport Lease dated April 25, 2000, between the County, as lessor, and John Kamburoff, (“Original Lessee”), as amended by that certain Desert Resorts Airport First Amendment to Lease, dated April 11, 2002, and that certain Jacqueline Cochran Regional Airport Second Amendment to Lease (formerly Desert Resorts Regional Airport), dated January 20, 2021 (collectively, the “Lease”). The Lease pertains to that certain Hangar located on an 8,000 square foot leased area on the Jacqueline Cochran Regional Airport, Thermal, California, as more particularly depicted in Exhibit “A” to the Lease. The Lease is attached hereto as Attachment “B”.

In reliance upon the assumption by Assignee of all Rights and Obligations under the Lease as set forth in the attached Assignment, the County does hereby approve and consent to the assignment of the Rights and Obligations under the Lease by Assignor to Assignee and Assignee’s assumption thereof. Approval and consent hereof by the County shall not be construed to relieve or release Assignor from its duty to comply with any obligations under the Lease.

[Remainder of Page Intentionally Blank]

[Signature on Following Page]

IN WITNESS WHEREOF, the County of Riverside has executed this Consent to Assignment and Assumption of Lease as of the date set forth below.

Date: 7/11/23


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

By: 

Kevin Jeffries, Chairman
Board of Supervisors

ATTEST:

Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM
Minh C. Tran
County Counsel

By: 
Caroline Monroy
Deputy County Counsel

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This Assignment and Assumption of Lease Agreement (the “Agreement”), is made as of this 16th day of March 2023 between The John A. Kamburoff Revocable Family Trust dated December 1, 1980, a California revocable trust referred to as the “Assignor,” and Peter M. Scheer, as Trustee of the Peter M. Scheer Living Trust U.D.T. dated July 10, 1997, a California revocable trust referred to as the “Assignee.”

Background

- A. The County of Riverside on behalf of its Transportation and Land Management Agency, Aviation Division, a political subdivision of the state of California “County” and the Assignor, as lessee, entered into as written lease agreement dated April 25, 2000, as amended on June 4, 2002 and on January 20, 2021 (the “Lease”), covering the premises located at Jacqueline Cochran Regional Airport, as such premises are more particularly described in the Lease (the Demised Premises”).
- B. A true and complete copy of the Lease is annexed to and made a part of this Agreement as **Schedule A**.
- C. The Assignor wishes to assign the Lease to the Assignee and the Assignee desires to assume the Lease from the Assignor.
- D. The County is willing to consent to the Assignment and Assumption of the Lease in a separate agreement (“Consent”).

Now, therefore, in consideration of the premises and the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are acknowledged by the parties, it is agreed as follows:

1. **Background**. The Background section of this Agreement is incorporated herein by reference as if set forth at length.
2. **Defined Terms**. For purposes of this Agreement, the terms used in this Agreement as defined terms which are not herein defined shall have the meaning ascribed to such terms in the Lease.
3. **Assignment**. The Assignor assigns, transfers and sets over unto the Assignee all of the Assignor’s right, title and interest in and to the Lease.
4. **Assumption**. The Assignee assumes the obligation of the Assignor for the full and punctual payment and performance of all of the terms, conditions and covenants of the Lease on the Assignor’s part as lessee thereunder to be paid and performed.

5. **Consent to Assignment.** Assignee agrees to assist Assignor in receiving the County's consent to the Assignment by the Assignor to the Assignee of all of the Assignor's right, title and interest in and to the Lease.
6. **Condition of Premises.** No representations or warranties have been made by the Assignor to the Assignee regarding the condition of the Demised Premises. The Assignee represents, warrants and acknowledges that the Assignee is not relying upon any representation or warranty by the Assignor in entering into this Agreement.
7. **Lease in Full Force.** Except as expressly provided in this Agreement, all of the terms, conditions and covenants of the Lease shall remain in full force and effect and nothing in this Agreement shall be deemed to: (a) modify, waive or affect any of the terms, conditions or covenants of the Lease; or (b) waive any breach of the Lease.
8. **No Defaults or Claims.** The Assignor and the Assignee hereby agree that: (a) the Assignor, as lessee, is not in default under any of the terms of the Lease; (b) all obligations and conditions under the Lease to be performed to date by the Assignor, as lessee, have been satisfied; and (c) no event has occurred which with the passage of time or the giving of notice, or both, would constitute an event of default by the Assignor, as lessee, under the Lease.
9. **Assignee Liable.** The Assignee shall be liable for the due and punctual payment, performance and observance of all of the terms, conditions and covenants of the Lease on the lessee's part to be performed.
10. **Governing Law.** This Agreement shall be governed by the laws of the State of California. The parties acknowledge that this Agreement has been executed and delivered and is intended to be performed in the State of California, and the parties submit to the jurisdiction of the courts of the State of California.
11. **Entire Agreement.** This Agreement and the Lease constitute the entire agreement between the parties. No change, addition or modification to this Agreement shall be effective unless signed in writing by the parties.
12. **Miscellaneous.** In all references in this Agreement to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Agreement may require.
13. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, executors, administrators, personal or legal representatives, successors and permitted assigns, as the case may be.
14. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original.

15. **Authority.** The parties signing this Agreement individually represent and warrant that they have the authority to sign this Agreement on behalf of the party for whom they are executing this Agreement and to bind such party to this Agreement.

ASSIGNOR:

The John A. Kamburoff Revocable Family Trust dated December 1, 1980



John A. Kamburoff, Trustee

ASSIGNEE:

The Peter M. Scheer Living Trust U.D.T. dated July 10, 1997



Peter M. Scheer, Trustee

Attachment C
Master Lease and Amendments

SCHEDULE A
THE LEASE

1. LEASE

2. (Desert Resorts Regional Airport)

3.
4. The COUNTY OF RIVERSIDE, herein called County, leases to **John Kamburoff**,
5. Herein called Lessee, the property described below under the following terms and
6. conditions:

7. I. Recitals.

8. (a.) County owns land at the **Desert Resorts Regional Airport**,
9. County of Riverside, California.

10. (b) County desires to lease said property to Lessee for an the
11. construction of one **Aircraft storage hanger**.

12. (c) Lessee desires to lease said property from the County, for the
13. construction of one **aircraft storage hangar**.

14. 2. Description.

15. The premises leased hereby are located within the **Desert Resorts Regional**
16. **Airport**, County of Riverside, California and consist of approximately **10,000** square
17. feet of land, being legally described in Exhibit "A" attached hereto and incorporated by
18. reference herein. Said property is hereafter referred to as the "Demised Premises."

19. 3. Term.

20. This lease shall commence on the first of the month following execution by all
21. parties thereto and terminate **twenty (20) years** thereafter.

22. 4. Use.

23. (a) The Demised Premises is leased hereby for the purpose of
24. constructing and maintaining an aircraft storage hangar. The Demised Premises
25. shall not be used for any use, other than aircraft storage.

26. (b) The demised premises shall not be used for any purpose other than in
27. paragraph 4 (a), without first obtaining the written consent of County, which consent
28. shall not be unreasonably withheld.

1 5. Rent.

2 (a) Commencing upon lease execution, Lessee shall pay to Lessor as
3 base rent for the use and occupancy of the Demised Premises, monthly rent equal to
4 One Hundred Twenty Five and 00/100, \$125.00. Said rent is due and payable in
5 advance on the first of each month.

6 (b) Beginning at the start of year five (5) from lease execution, and every
7 fifth (5th) year thereafter, the basic monthly rent shall be one-twelfth (1/12) of eight
8 percent (8%) of the appraised fair market value, of the leased premises, as described
9 in paragraph two(2). A property appraisal for this purpose is to be performed by an
10 independent, certified appraiser in good standing with the American Institute of Real
11 Estate Appraisers and to be procured by the County. Once established, said rent shall
12 be adjusted annually in the manner set forth in Paragraph 5 (c) below.

13 (c) Consumer Price Index. Beginning with the first (1st) anniversary of
14 the lease execution and at each 12 month anniversary thereafter, the rent shall be
15 adjusted by the percentage change, in the CPI, All Urban Consumers, LA-Anaheim
16 Area for the twelve month period ending two months before the month of rent
17 adjustment under this paragraph. In no event will application of this paragraph result in
18 a monthly rental amount lower than the most previous monthly rental amount.

19 6. Permits, Licenses and Taxes. Lessee shall secure at its expense, all
20 necessary permits and licenses as it may be required to obtain, and Lessee shall pay
21 for all fees and taxes levied or required by any authorized public entity. Lessee
22 recognizes and understands that this lease may create a possessory interest subject to
23 property taxation and that Lessee may be subject to the payment of property taxes
24 levied on such interest.

25 7. On-Site Improvements.

26 (a) Lessee, at its expense, shall construct, or cause to be
27 constructed the following improvements:

28 (1) An aircraft storage hanger, not to exceed ~~3,000~~ sq. feet.

4,800 SR

1 Within two months of lease execution, Lessee shall submit a plot plan to the Economic
2 Development Agency showing the location and dimensions of all planned improvements.
3 Upon approval of the layout plan by the Economic Development Agency, Lessee shall
4 Submit to the County for building permits. Construction of said improvements shall
5 Commence within one month following issuance of the requisite permits by the County.
6 All construction is to be complete within twelve months of lease commencement.
7 Lessee shall obtain performance, material, and labor payment bonds in the amounts
8 Required by law and determined by County and shall furnish County with copies
9 Thereof prior to the commencement of such construction.

10 (b) All improvements to be at lessees sole cost. Lessee to pay for
11 construction of any required utility extensions and hookups and any access road
12 improvements. All improvements to be submitted to County for approval prior to start of
13 any construction.

14 (c) Any improvements, alterations and installation of fixtures, to be
15 undertaken by Lessee, shall have the prior written approval of County's Aviation
16 Director after Lessee has submitted to County proposed plot and building plans, and
17 specifications therefore, in writing. In addition, Lessee understands and agrees that
18 such improvements, alterations and installation of fixtures may be subject to County
19 Ordinance Nos. 348 and 457, as well as other applicable County ordinances, and that
20 Lessee shall fully comply with such ordinances prior to the commencement of any
21 construction in connection therewith.

22 (d) All improvements, alterations and fixtures, shall remain or become
23 as the case may be, the property of County with the exception of trade fixtures as that
24 term is used in Section 10 19 of the Civil Code; provided, however, that Lessee shall
25 have the full and exclusive use and enjoyment of such improvements, alterations and
26 fixtures during the term of this lease. At or prior to the expiration of this lease, Lessee
27 shall remove, at its expense, such trade fixtures and restore said leased premises to
28 their original shape and condition as nearly as practicable. In the event Lessee does

1 not so remove such trade fixtures, they shall become the property of the County for no
2 further consideration of any kind and Lessee shall execute any documents that may be
3 required or necessitated conveying its interest in such improvements, alterations and
4 fixtures to County.

5 8. Off-Site Improvements

6 (a) County and Lessee herein acknowledge that Lessee has no fee
7 title interest in or to the Demised Premises.

8 (b) It is understood by the parties hereto that utility services are
9 available in the general vicinity of the leased premises, but in order for the on-site
10 improvements required in Paragraph 7 herein to be fully usable and operational,
11 Lessee, at its expense, shall extend and/or connect, or cause to be extended and/or
12 connected, to such on-site improvements such utility service facilities that may be
13 required or desired by Lessee in the use, operation and maintenance of such on-site
14 improvements. After such extensions and/or connections have been made, Lessee
15 shall be responsible for payment of the use of such utility services, without limitation, all
16 electricity, gas, telephone and water.

17 (c) Lessee shall obtain, or cause to be obtained performance, material
18 and labor, and payment bonds in the amounts required by law and determined by
19 County and shall furnish County with copies thereof prior to the commencement of such
20 off-site improvements.

21 (d) Lessee will pay a "Drop Inlet Development Fee" of 8.69% of the
22 total installation cost. Fees are based upon the square footage of the Lessee's
23 respective lease site,(see exhibit "A"). The payment shall be a mandatory development
24 expenditure due in advance and payable to COMARCO Inc.

25 9. Additional Obligations of Lessee.

26 The Lessee shall maintain the Demised Premises, approaches thereto, and
27 improvements now or hereafter located thereon, in good and sanitary order, condition,
28 and repair, and upon any termination of this Lease, Lessee agrees to surrender said
29 Demised Premises and improvements thereon in such condition, reasonable use and

1 wear thereof and damages by fire, acts of God, war, civil insurrection, or by the
2 elements excepted.

3 10. Compliance with Law.

4 Lessee shall, at its sole cost and expense, comply with all of the requirements of
5 all governmental agencies now in force, or which may hereafter be in force, pertaining
6 to the Demised Premises, and any improvements hereafter constructed or maintained
7 thereon, and Lessee shall faithfully observe all ordinances now or hereafter in force in
8 the use of the Demised Premises.

9 11. County's Reserved Rights.

10 (a) The leased premises are accepted by Lessee subject to any and
11 all existing easements or other encumbrances, and County shall have the right to enter
12 upon the leased premises and to install, lay, construct, maintain, repair and operate
13 such sanitary sewers, drains, storm water sewers, pipelines, manholes, connections,
14 water, oil and gas pipelines, and telephone and telegraph power lines and such other
15 facilities and appurtenances necessary or convenient to use in connection therewith,
16 over, in, upon, through, across and along the leased premises or any part thereof.
17 County also reserves the right to grant franchises, easements, rights of way and
18 permits in, over and upon, along or across any and all portions of said leased premises
19 as County may elect; provided, however, that no right of the County provided for in this
20 paragraph shall be so executed as to interfere unreasonably with Lessee's use
21 hereunder, or impair the security of any secured creditor of Lessee. County shall cause
22 the surface of the leased premises to be restored to its original condition (as they
23 existed prior to any such entry) upon the completion of any construction by County or
24 its agents. In the event such construction renders any portion of the leased premises
25 unusable, the rent shall abate pro rata as to such unusable portion during the period of
26 such construction. Any right of County set forth in this paragraph shall not be exercised
27 unless a prior written notice of thirty (30) days is given to Lessee; provided, however, in
28 the event such right must be exercised by reason of emergency, then County shall give
29 Lessee such notice in writing as is reasonable under the existing circumstances.

1 (b) County reserves the right to further develop or improve the aircraft
2 operating area of Desert Resorts Regional Airport as it deems appropriate. County
3 reserves the right to take any action it considers necessary, to protect the aerial
4 approaches of the Desert Resorts Regional Airport against obstruction, together with
5 the right to prevent Lessee from erecting or permitting to be erected, any building or
6 other structure on the Desert Resorts Regional Airport, which in the opinion of
7 county, would limit the usefulness of the Desert Resorts Regional Airport or
8 constitute a hazard to aircraft.

9 (c) During the time of war or national emergency, County shall have
10 the right to lease the landing area of the Desert Resorts Regional Airport, or any part
11 thereof, to the United States Government for military use and, if such lease is executed,
12 the provisions of this lease insofar as they are inconsistent with the provisions of such
13 lease to the Government, shall be suspended. In that event, a just and proportionate
14 part of the rent hereunder shall be abated, and the period of such closure shall be
15 added to the term of this lease, or any extensions thereof, so as to extend and
16 postpone the expiration thereof unless Lessee otherwise elects to terminate this lease.

17 (d) Notwithstanding any provisions herein, this lease shall be
18 subordinate to the provisions of any existing or future agreement between County and
19 the United States, relative to the operation or maintenance of the Desert Resorts
20 Regional Airport, the terms and execution of which have been or may be required as a
21 condition precedent to the expenditure or reimbursement to County of Federal funds
22 for the development of said airport.

23 (e) This lease is subject to the provisions set forth in Exhibit "B"
24 (Federally Required Lease Provisions), attached hereto and by this reference made a
25 part of this lease.

26 12. Inspection of Premises.

27 County, through its duly authorized agents, shall have, at any time during normal
28 business hours, the right to enter the leased premises for the purpose of inspecting,

1 monitoring and evaluating the obligations of Lessee hereunder and for the purpose of
2 doing any and all things which it is obligated and has a right to do under this lease.

3 13. Quiet Enjoyment.

4 Lessee shall have, hold and quietly enjoy the use the leased premises so long as
5 lessee shall fully and faithfully perform the terms and conditions that the lessee is
6 required to do under this lease.

7 14. Compliance with Government Regulations.

8 Lessee shall, at Lessee's sole cost and expense, comply with the requirements
9 of all local, state and federal statutes, regulations, rules, ordinances and orders now in
10 force or which may be hereafter in force, pertaining to the leased premises. The final
11 judgment, decree or order of any Court of competent jurisdiction, or the admission of
12 Lessee in any action or proceedings against Lessee, whether Lessee be a party
13 thereto or not, that Lessee has violated any such statutes, regulations, rules,
14 ordinances, or orders, in the use of the leased premises, shall be conclusive of that fact
15 as between County and Lessee.

16 15. Discrimination or Segregation

17 (a) Lessee shall not discriminate in Lessee's recruiting, hiring,
18 promotion, demotion or termination practice on the basis of race, religious creed, color,
19 national origin, ancestry, sex, age, physical handicap, medical condition or marital
20 status with respect to its use of the leased premises hereunder, and Lessee shall
21 comply with the provisions of the California Fair Employment and Housing Act
22 (Government Code Sections 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L.
23 8 8-3 52), and all amendments thereto, Executive Order No. 11246 (3 0 Federal
24 Register 123 19), as amended, and all Administrative Rules and Regulations issued
25 pursuant to said Acts and orders with respect to its use of the leased premises.

26 (b) Lessee shall not discriminate against or cause the segregation of
27 any person or group of persons on account of race, religious creed, color, national
28 origin, ancestry, sex, age, physical handicap, medical condition or marital status, in the

1 occupancy, use, tenure or enjoyment of the leased premises, nor shall Lessee, or any
2 person claiming under or through Lessee, establish or permit any such practice or
3 practices of discrimination or segregation with reference to the selection, location,
4 number, use or occupancy of any persons within the leased premises.

5 (c) Lessee assures that it will undertake an affirmative action program
6 as required by 49 CFR, Part 21, to insure that no person shall on the grounds of race,
7 creed, color, national origin, or sex be excluded from participating in any employment
8 activities covered in 49 CFR, Part 21, with respect to its use of the leased premises.
9 Lessee further assures that no person shall be excluded on these grounds from
10 participating in or receiving services or benefits of any program or activity covered
11 herein with respect to its use of the leased premises. Lessee further assures that it will
12 require that its subcontractors and independent contractors provide assurance to
13 Lessee that they similarly will undertake affirmative action programs and that they will
14 require assurances from their subcontractors and independent contractors, as required
15 by 49 CFR, Part 21, to the same effect with respect to their use of the leased premises.

16 16. Termination by County.

17 County shall have the right to terminate this lease forthwith:

18 (a) In the event a petition is filed for voluntary or involuntary
19 bankruptcy for the adjudication of Lessee as debtors.

20 (b) In the event that Lessee makes a general assignment, or Lessee's
21 interest hereunder is assigned involuntarily or by operation of law, for the benefit of
22 creditors.

23 (c) In the event of abandonment of the leased premises by Lessee.

24 (d) In the event Lessee fails or refuses to perform, keep or observe
25 any of Lessee's duties or obligations hereunder, provided, however, that Lessee shall
26 have thirty (30) days in which to correct Lessee's breach or default after written notice
27 thereof has been served on Lessee by County.

28 (e) In the event Lessee fails, or refuses, to meet its rental obligations,
29 or any of them, hereunder or as otherwise provided by law.

1 17. Termination by Lessee/s

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

10 18. Eminent Domain.

11 If any portion of the leased premises shall be taken by eminent domain and
12 a portion thereof remains which is usable by Lessee for the purposes set forth in
13 Paragraph 4 herein, this lease shall, as to the part taken, terminate as of the date title
14 shall vest in the condemnor, or the date prejudgment possession is obtained through a
15 court of competent jurisdiction, whichever is earlier, and the rent payable hereunder
16 shall abate pro rata. as to the part taken; provided, however, in such event County
17 reserves the right to terminate this lease as of the date when title to the part taken
18 vests in the condemnor or as of such date of prejudgment possession. If all of the
19 leased premises are taken by eminent domain, or such part be taken so that the leased
20 premises are rendered unusable for the purposes set forth in Paragraph 4 herein, this
21 lease shall terminate. If a part or all of the leased premises be so taken, all
22 compensation awarded upon such taking shall be apportioned between County and
23 lessee according to law.

24 19. Indemnity.

25 The Lessee covenants to hold County harmless from any and All loss, claims, or
26 damages resulting from Lessee's violation of any term, provision, covenant, or
27 condition of this lease, or the use, misuse, or neglect of said Demised Premises,
28 improvements, and appurtenances, and from all claims arising out of any alleged
29 defective or unsafe condition thereof., except with respect to any claims arising out of

1 the conduct of County. County shall not be liable to Lessee, nor to any other person or
2 entity, for any damage or injury occasioned by any defense in the Demised Premises,
3 its improvements, or appurtenances. Without limiting or qualifying the foregoing, it is
4 agreed that Lessee shall notify County immediately in writing, of any damage or injury
5 to the Demised Premises, its improvements, or to any appurtenances, or to the
6 sidewalk or curb abutting thereon, or as to any other condition which may expose the
7 Lessee or County to public liability. The use of the term Lessee and County in this
8 paragraph also includes their tenants, employees, agents, representatives, and
9 invitees.

10 20. Insurance. Lessee shall during the term of this lease:

11 (a) Procure and maintain Workers' Compensation Insurance as
12 prescribed by the laws of the State of California.

13 (b) Procure and maintain comprehensive general liability insurance
14 coverage that shall protect Lessee from claims for damages for personal injury,
15 including, but not limited to, accidental and wrongful death, as well as from claims for
16 property damage, which may arise from Lessee's use of the leased premises or the
17 performance of its obligations hereunder, whether such use or performance be by
18 Lessee, by any subcontractors, or by anyone employed directly or indirectly by either of
19 them. Such insurance shall name County as an additional insured with respect to this
20 lease and the obligation of Lessee(s) hereunder. Such insurance shall provide for limits
21 of not less than \$1,000,000 per occurrence.

22 (c) Procure and maintain fire and extended coverage on the
23 improvements, alterations and fixtures to be constructed and installed upon the leased
24 premises in an amount not less than eighty percent (80%) of the actual value of such
25 improvements, alterations and fixtures. Such insurance shall name County as an
26 additional insured with respect to this lease and the obligations of Lessee hereunder.
27 However, so long as the improvements consist only of paving and improvements
28 incidental to aircraft or automobile parking purposes no such extended coverage will be
29 required.

1 (d) Cause its insurance carrier(s) to furnish County by direct mail with
2 Certificate(s) of Insurance showing that such insurance is in full force and effect, and
3 County is named as an additional insured with respect to this lease and the obligations
4 of Lessee hereunder. Further, said Certificate(s) shall contain the covenant of the
5 insurance carrier(s) those ninety- (90) days written notice shall be given to County prior
6 to modification, cancellation or reduction in coverage of such insurance. In the event of
7 any such modification, cancellation or reduction in coverage and on the effective date
8 there of this lease shall terminate forthwith unless county receives prior to such
9 effective date another certificate from an insurance carrier of Lessee's choice that the
10 insurance required herein is in full force and effect. Lessee shall not take possession or
11 otherwise use the leased premises until County has been furnished certificates of
12 insurance as otherwise required in this Paragraph 20. Failure of the lessee to provide
13 the required Certificate(s) of Insurance shall not abate any rental payment obligations
14 under this lease.

15 21. County's Reserved Rights - Insurance.

16 County reserves the right to adjust the monetary limits of insurance coverage as
17 required in Paragraph 20 herein every 5 years during the term of this lease; provided,
18 however, that any adjustment herein shall not increase the monetary limits of
19 insurance coverage for the preceding five (5) years in excess of twenty-five percent
20 (25%) thereof.

21 22. Hold Harmless.

22 (a) Lessee represents that it has inspected the leased premises
23 accepts the condition thereof and fully assumes any and all risks incidental to the use
24 thereof. County shall not be liable to Lessee, its officers, agents, employees,
25 subcontractors or independent contractors for any personal injury or property damage
26 suffered by them which may result from hidden, latent or other dangerous conditions in,
27 on, upon or within the leased premises; provided, however, that such dangerous
28 conditions are not caused by the sole negligence of County, its officers, agents or
29 employees.

1 (b) Lessee shall indemnify and hold county, its officers, agents,
2 employees and independent contractors free and harmless from any liability
3 whatsoever, based or asserted upon any act or omission of Lessee, its officers, agents,
4 employees, subcontractors and independent contractors, for property damage, bodily
5 injury, or death or any other element of damage of any kind or nature, relating to or. in
6 anyway connected with or arising from its use and responsibilities in connection
7 therewith of the leased premises or the condition thereof, and Lessee shall defend, at
8 its expense, including without limitation attorney fees, expert fees and investigation
9 expenses, County, its officers, agents, employees and independent contractors in any
10 legal action based upon such alleged acts or omissions. The obligation to indemnify
11 and hold County free and harmless herein shall survive until any and all claims, actions
12 and causes of action with respect to any and all such alleged acts or omissions are
13 fully and finally barred by the applicable statute of limitations.

14 (c) The specified insurance limits required in Paragraph 20 herein
15 shall in no way limit or circumscribe Lessee's obligations to indemnify and hold County
16 free and harmless herein.

17 23. Assignment and Subletting.

18 (a) After one (1) year the Lessee shall have the right to assign its
19 interest in the Lease to a qualified assignee; provide such assignment meets the
20 following criteria and County consents, in writing, prior to such assignment:

21 (1) The assignee must assume, in writing, all of Lessee's
22 leasehold interest.

23 (2) Lessee shall be released from all further leasehold liability
24 upon an assignment pursuant to this section:

25 (b) Notwithstanding paragraph 23.(a) Lessee cannot assign, sublet,
26 mortgage, hypothecate or otherwise transfer in any manner any of its rights, duties or
27 obligations hereunder to any person or entity without the written consent of County
28 being first obtained, which consent shall not be unreasonably withheld. In the event of

1 any such transfer, as provided in this Paragraph 23 (b) , Lessee expressly understands
2 and agrees that it shall remain liable with respect to any and all of the obligations and
3 duties contained in this lease.

4 (c) Notwithstanding anything herein to the contrary, Lessee shall have
5 the right to assign this Lease to a partnership, general or limited, a limited liability
6 company, or a corporation of which Lessee is an owner, officer, or director, provided
7 County's prior written consent is first obtained. Upon such assignment, such individuals
8 and/or entities shall be relieved of liability hereunder. The Provisions of this paragraph
9 23 shall thereafter apply to any further assignment.

10 24. Right to Encumber/Right to Cure.

11 (a) Lessee Right to Encumber. Notwithstanding provisions of
12 Paragraph 23 herein, County does hereby consent to and agree that Lessee may
13 encumber or assign, or both, for the benefit of a lender, herein called Encumbrancer,
14 this lease, the leasehold estate and the improvements thereof by a deed of trust,
15 mortgage or other security-type instrument, herein called trust deed, to assure the
16 payment of the promissory note of Lessee if the Encumbrancer is an established bank,
17 savings and loan association or insurance company, and the prior written consent of
18 County shall not be required:

19 (1) To a transfer of this lease at foreclosure under the trust
20 deed, judicial foreclosure, or an assignment in lieu of foreclosure; or

21 (2) To any subsequent transfer by the Encumbrancer if the
22 Encumbrancer is an established bank, savings and loan association or insurance
23 company, and is the purchaser at such foreclosure sale, or is the assignee under an
24 assignment in lieu of foreclosure; provided, however, that in either such event the
25 Encumbrancer forthwith gives notice to county in writing of any such transfer, setting
26 forth the name and address of the transferee, the effective date of such transfer, and
27 the express agreement of the transferee assuming and agreeing to perform all of the
28 obligations under this lease, together with a copy of the document by which such
29 transfer was made.

1 Any Encumbrancer described in Paragraph 24 (a)(2) above which is the
2 transferee under the provisions of Paragraph 24(a)(1) above shall be liable to perform
3 the obligations and duties of Lessee under this lease only so long as such transferee
4 holds title to the leasehold. Any subsequent transfer of this leasehold hereunder,
5 except as provided for in Paragraph 24 (a) (2) above, shall not be made without the
6 prior written consent of County and shall be subject to the conditions relating hereto as
7 set forth in Paragraph 23 herein. Lessee shall give County prior notice of any such trust
8 deed, and shall accompany such notice with a true copy of the trust deed and note
9 secured thereby.

10 (b) Right of Encumbrancer to Cure. County agrees that it will not
11 terminate this lease because of any default or breach hereunder on the part of Lessee
12 if the Encumbrancer under the trust deed, within ninety (90) days after service of
13 written notice on the Encumbrancer by County of its intention to terminate this lease for
14 such default or breach shall:

15 (1) Cure such default or breach if the same can be cured by the
16 payment or expenditure of money provided to be paid under the terms of this lease;
17 provided, however, that for the purpose of the foregoing, the Encumbrancer shall not
18 be required to pay money to cure the bankruptcy or insolvency of Lessee; or,

19 (2) If such default or breach is not so curable, cause the trustee
20 under the trust deed to commence and thereafter diligently to pursue to completion
21 steps and proceedings for judicial foreclosure, the exercise of the power of sale under
22 and pursuant to the trust deed in the manner provided by law, or accept from Lessee
23 an assignment in lieu of foreclosure, and keep and perform all of the covenants and
24 conditions of this lease requiring the payment or expenditure, of money by Lessee(s)
25 until such time as said leasehold shall be sold upon foreclosure pursuant to the trust
26 deed, be released or reconveyed thereunder, be sold upon judicial foreclosure or be
27 transferred by deed in lieu of foreclosure.

28

1 25. Estoppel Certificate.

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

12 26. Toxic Materials.

13 During the term of this lease and any, extensions thereof, Lessee shall not
14 violate any federal, state or local law, or ordinance or regulation, relating to industrial
15 hygiene or to the environmental condition on, under or about the leased premises
16 including, but not limited to, soil and groundwater conditions. Further, Lessee, its
17 successors, assigns and sublessees, shall not use, generate, manufacture, produce,
18 store or dispose of on, under or about the leased premises or transport to or from the
19 leased premises any flammable explosives, asbestos, radioactive materials, hazardous
20 wastes, toxic substances or related injurious materials, whether injurious by themselves
21 or in combination with other materials (collectively, "hazardous materials"). For the
22 purpose of this lease, hazardous materials shall include, but not be limited to,
23 substances defined as "hazardous substances," "hazardous materials," or "toxic
24 substances" in the Comprehensive Environmental Response, Compensation and
25 Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous
26 Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource
27 Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those
28 substances defined as "hazardous wastes" in Section 25117 of the California Health

1 and Safety Code or as "hazardous substances" in Section 25316 of the California
2 Health and Safety Code; and in the regulations adopted in publications promulgated
3 pursuant to said laws.

4 27. Free from Liens.

5 Lessee shall pay, when due, all sums of money that may become due for any
6 labor, services, material, supplies, or equipment, alleged to have been furnished or to
7 be furnished to Lessee, in, upon, or about, the leased premises, and which may be
8 secured by mechanics, material men's or other lien against the leased premises or
9 County's interest therein, and will cause each such lien to be fully discharged and
10 released at the time the performance of any obligation secured by such lien matures or
11 becomes due; provided, however, that if Lessee desire to contest any such lien, it may
12 do so, but notwithstanding any such contest, if such, lien shall be reduced to final
13 judgment, and such judgment or such process as may be issued for the enforcement
14 thereof is not promptly stayed, or if so stayed, and said stay thereafter expires, then
15 and in such event, Lessee shall forthwith pay and discharge said judgment.

16 28. Employees and Agents of Lessee.

17 It is understood and agreed that all persons hired or engaged by Lessee shall be
18 considered to be employees or agents of Lessee and not of County.

19 29. Binding on Successors.

20 Lessee, its assigns and successors in interest, shall be bound by all the terms
21 and conditions contained in this lease, and all of the parties thereto shall be jointly and
22 severally liable hereunder.

23 30. Right of First Refusal.

24 Providing Lessee faithfully performs all of the conditions and covenants contained
25 herein, and is not in default of the Lease at the date of expiration, and further providing
26 Lessor offers the Demised Premises for lease at any time during the twelve (12)
27 months subsequent to said expiration, Lessee, its successor, or assigns shall have the
28 first right of refusal to enter into a new lease agreement with Lessor under the final

1 terms being offered by Lessor to any prospective lessee. Issuance of a Request for
2 Proposals or Bid or similar issuance does not constitute an offering of lease terms.
3 Lessor shall provide Lessee written notice by United State mail, that the Demised
4 Premises are available for lease and the terms of said lease, and Lessee shall have
5 thirty (30) days from the postmark of said notice to give written notice of acceptance of
6 the proposed lease under the terms and conditions contained in said notice. Should
7 Lessee fail to notify Lessor of acceptance of said lease agreement within the thirty (30)
8 days set forth herein, Lessee shall be deemed to have rejected said offer to lease, and
9 Lessor shall be released from any further obligation hereunder.

10 31 Waiver of Performance.

11 No waiver by County at any time of any of the terms and conditions of this lease shall
12 be deemed or construed as a waiver at any time thereafter of the same
13 or of any other terms or conditions contained herein or of the strict and timely
14 performance of such terms and conditions.

15 32 Severability.

16 The invalidity of any provision in this lease as determined by a court of competent
17 jurisdiction shall in no way affect the validity of any other provision hereof.

18 33 Venue.

19 Any action at law or in equity brought by either of the parties hereto for the purpose of
20 enforcing a right or rights provided for by this lease shall be tried in a Court of
21 competent jurisdiction in the County of Riverside, State of California, and the parties
22 hereby waive all provisions of law providing for a change of venue in such proceedings
23 to any other County.

24 34 Attorneys' Fees.

25 In the event of any litigation or arbitration between Lessee and County to enforce any
26 of the provisions of this lease or any right of either party hereto, the unsuccessful party
27 to such litigation or arbitration agrees to pay to the successful party all costs and
28 expenses, including reasonable attorneys' fees, incurred therein by the successful
29 party, all of which shall be included in and as a part of the judgment or award rendered
30 in such litigation or arbitration.

1 35 Notices.

2 Any notices required or desired to be served by either party upon the other
3 shall be addressed to the respective parties as set forth below:

4 COUNTY

LESSEE

5 County of Riverside

 John Kamburoff

6 Economic Development Agency

 251 AUGUSTA Dr.

7 3525 14th Street

 Palm Desert

8 Riverside, CA 92501

 Ca. 92211

9 Attn: Executive Director

 (760) 836-1948

10 or to such other addresses as from time to time shall be designated by the respective
11 parties.

12 36 Paragraph Headings.

13 The paragraph headings herein are for the convenience of the parties only, and shall
14 not be deemed to govern, limit, modify or in any manner affect the scope, meaning or
15 intent of the provisions or language of this lease.

16 37 County's Representative.

17 County hereby appoints the Economic Development Agency Executive Director or his
18 designee as its authorized representative to administer this lease.

19 38 Acknowledgment of Lease by County.

20 Upon execution of this lease by the parties hereto, this lease shall be
21 acknowledged by County in such a manner that it will be acceptable by the County
22 Recorder for recordation purposes, and thereafter, Lessee shall cause this lease to be
23 recorded in the office of the county Recorder of Riverside County forthwith and furnish
24 County with a conformed copy thereof.

25 39. Agent for Service of Process.

26 It is expressly understood and agreed that in the event Lessee is not a resident
27 of the State of California or it is an association or partnership without a member or
28 partner resident of the State of California, or it is a foreign corporation, then in any such

1 event, Lessee shall file with County's clerk, upon its execution hereof, a designation of
2 a natural person residing in the State of California, giving his or her name, residence
3 and business addresses, as its agent for the purpose of service of process in any court
4 action arising out of or based upon this lease, and the delivery to such agent of a copy
5 of any process in any such action shall constitute valid service upon Lessee. It is
6 further expressly understood and agreed that if for any reason service of such process
7 upon such agent is not feasible, then in such event Lessee may be personally served
8 with such process out of this County and that such service shall constitute valid service
9 upon Lessee. It is further expressly understood and agreed that Lessee is amenable to
10 the process so served, submits to the jurisdiction of the Court so obtained and waives
11 any and all objections and protests thereto.

12 40 FAA Consent to Lease.

13 Lessee acknowledges that Desert Resorts Regional Airport was transferred to
14 the County by the Federal Government and, as such, may require FAA consent to the
15 Lease.

16 41 Entire Lease.

17 This lease is intended by the parties hereto as a final expression of their
18 understanding with respect to the subject matter hereof and as a complete and
19 exclusive statement of the terms and conditions thereof and supersedes any and all
20 prior and contemporaneous leases, agreements and understandings, oral or written, in
21 connection therewith. This lease may be changed or modified only upon the written
22 consent of the parties hereto.

1 42 Construction of Lease. The parties hereto negotiated this lease at arms
2 length and with the advise of there respective attorneys, and no provisions contained
3 herein shall be construed against County solely because it prepared this lease in its
4 executed form.

5 Date: APR 25 2000

County of Riverside

7
8 By: 
Chairman, Board of Supervisors

TOM MULLEN

8 ATTEST:

9 GERALD A. MALONEY
10 Clerk of the Board

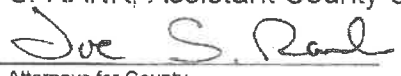
11 By: 
Deputy

13 (SEAL)

15 APPROVED AS TO FORM:

17 WILLIAM C. KATZENSTEIN, County Counsel

18 JOE S. RANK, Assistant County Counsel

19 By: 
Attorneys for County

22 Date: 4/11/00

LESSEE:

24 By: 
President

26 Attachments:

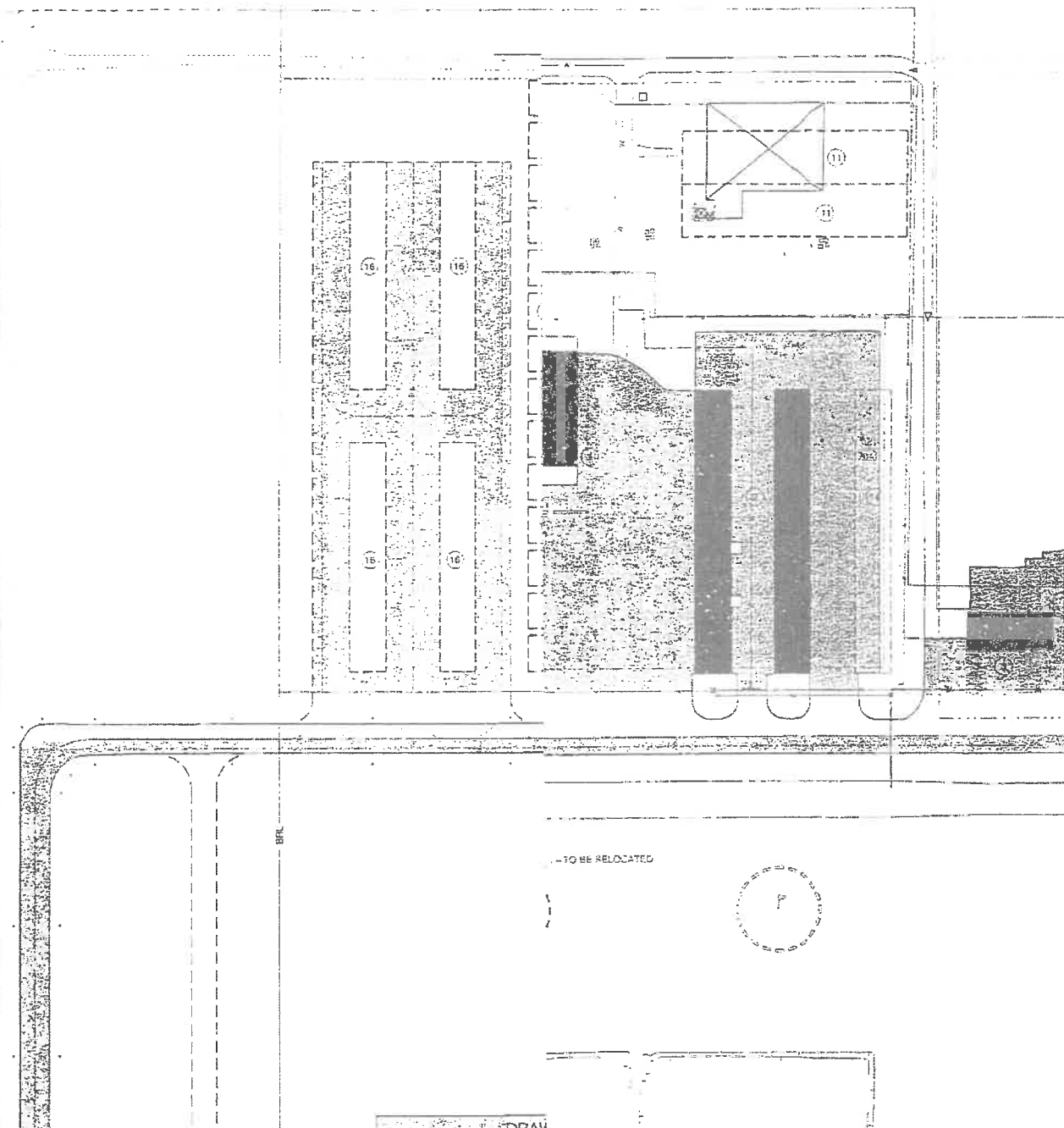
By: _____
Secretary

- 27 Exhibit A- Legal Description
- 28 Exhibit B- Federally Required Lease Provisions

29 F:\USERS\EDCOMA\REPORTS\Documents\SAMPLEAS.WPD

APR 25 2000 3.10

Exhibit "A"
For
John Kamburoff
at the
Desert Resorts Regional Airport



DRAW

ACTIVE AIRFIELD PAVEMENT
OTHER PAVEMENT IN USE
DIRT OR GRAVEL ROAD
AIRPORT PROPERTY LINE
INTERNAL BOUNDARY (BASED R.O.W.)
CRITICAL AIRFIELD AREAS
UTILITY
BUILDING
BUILDING TO BE REMOVED/RELOC
FENCE
VEHICLE GATE
WIND CONE
UTILITY POLE / POWER LINE
APL - Aircraft Parking Limited
BRL - Building Restriction Line

NO.	REVISION	SPONSOR	DATE
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DESERT RESORTS REGIONAL AIRPORT
THERMAL, CALIFORNIA

TERMINAL AREA PLAN WEST



SHUTT MOEN ASSOCIATES
AIRPORT CONSULTANTS & ENGINEERS
701 Aviation Blvd. Santa Rosa, California, 95401

Exhibit "A"

DESIGN	DU	DRAWN	TF	DATE	January 2000	SHEET	1	OF	2
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EXHIBIT "B"

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 (in the case of lease add "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 for a purpose for which a 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 (in the case of leases add " 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, (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, County of Riverside, herein called County shall have the right to terminate the lease and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease 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. 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, THAT the lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

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 agrees for itself, its successors and assigns that it will not make use of the leased premises in any manner which right interfere with the landing and taking off of aircraft from **Desert Resorts Regional** Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the owner 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 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 the time of war or national emergency.

*Insert the number of feet mean sea level applicable to the most critical area of the parcel contained in the lease in accordance with Part 77 of the Federal Aviation Regulations. If required, the area of a lease may be subdivided as shown on a property map to provide more than one height limitation, or more restrictive height limitations may be imposed at the Discretion of the Sponsor.

**If the airport is not subject to the National Emergency Use Provision generally contained in Surplus Property Instruments of Disposal, paragraph 16 above may be modified to exclude that portion of the provision "or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency."

1 All other provisions of the Lease, as hereby amended, shall remain the same as
2 written in the Lease dated April 25, 2000. The parties hereto negotiated this Lease
3 Amendment at arms length and with the advise of their respective attorneys, and no
4 provisions contained herein shall be construed against the County solely because it
5 prepared this Lease Amendment in its executed form.

6 COUNTY OF RIVERSIDE

7
8 Date: _____

9
10 By: _____
11 Chairman, Board of Supervisors

(SEAL)

12
13 APPROVED AS TO FORM:

ATTEST:

14
15 By: _____
16 Joe S. Rank
17 Assistant County Counsel

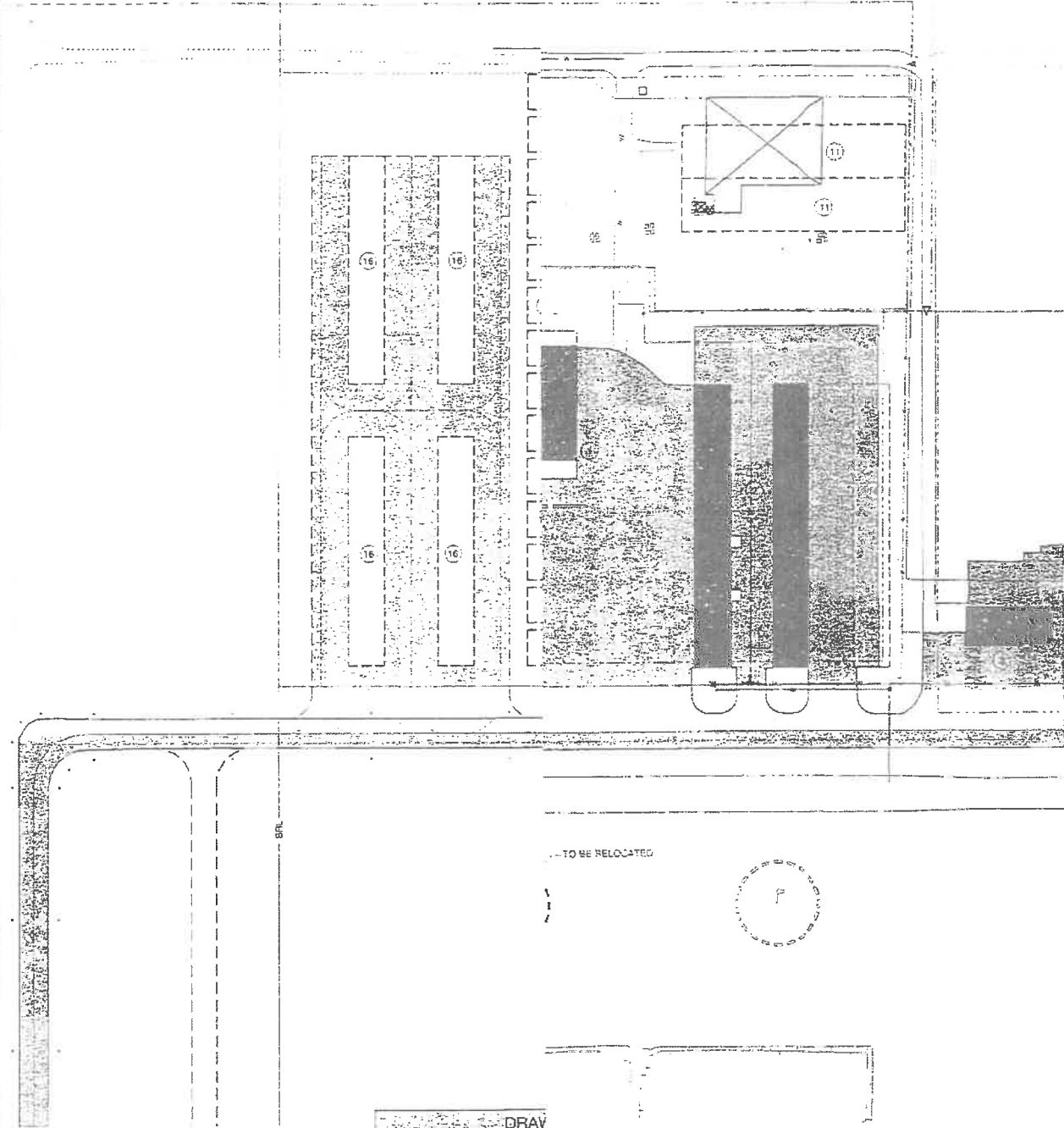
By: _____
Gerald A. Maloney
Clerk of the Board

18
19 LESSEE:

20
21 Date: 4-11-02

22
23
24 By: John Kamburhoff
25 John Kamburhoff


26
27
28 F:\Shared\EDCOM\AIRPORTS\DRRA-Thermal\Kam Amend.doc



--- TO BE RELOCATED



ACTIVE AIRFIELD PAVEMENT
OTHER PAVEMENT IN USE
DIRT OR GRAVEL ROAD
AIRPORT PROPERTY LINE
INTERNAL BOUNDARY (except R.O.W.)
CRITICAL AIRFIELD AREAS
UTILITY
BUILDING
BUILDING TO BE REMOVED/RELOC
FENCE
VEHICLE GATE
WIND CONE
UTILITY POLE / POWER LINE
APL - Aircraft Parking Limits
BR - Building Restriction Line

DESERT RESORTS REGIONAL AIRPORT THERMAL, CALIFORNIA			
TERMINAL AREA PLAN WEST			
NO.	REVISION	SPONSOR	DATE
 SHUTT MOEN ASSOCIATES AIRPORT CONSULTANTS & ENGINEERS <small>7875 Avenida Santa Fe, Santa Rosa, California 95405</small>		Exhibit "A"	
DESIGN	DU	DRAWN	TE
DATE		January 2000	
SHEET		1 OF 2	

**Second Amendment to Lease
Jacqueline Cochran Regional Airport**

This SECOND AMENDMENT TO LEASE ("Second Amendment") is made and entered into on this 20 day of January, 2021, by and between the **County of Riverside**, on behalf of its Transportation and Land Management Agency, Aviation Division, a political subdivision of the state of California, ("County") and The John A. Kamburoff Revocable Family Trust, dated December 01, 1980, an Entity, ("Lessee"), with reference to the following:

RECITALS

WHEREAS, County and Lessee entered into that certain Lease at Jacqueline Cochran Regional Airport, dated April 25, 2000, ("Original Lease"), whereby, among other things, Lessee agreed to lease from County approximately 10,000 square feet of land ("Leased Premises") located at Jacqueline Cochran Regional Airport.

WHEREAS, the Lease was amended by that certain First Amendment to Lease dated June 04, 2002, by and between County and Lessee; whereby, among other things, the leased premises size was revised to be 8,000 square feet of land and Lessee shall have the option to extend the term of the lease for a period of ten (10) years; and

WHEREAS, Lessee now desires, pursuant to Section 3(a) of the First Amendment, to exercise its option to extend the term of the Lease for an additional period of ten (10) years on the same terms and conditions; and

WHEREAS, The Original Lease together with the First Amendment and this Second Amendment are collectively referred to herein as the "Lease;"

WHEREAS, County and Lessee now desire to amend the Lease to extend the Lease term for an additional ten (10) years;

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

1. **Term.** Section 3 (Term) of the Lease is hereby amended by adding the following to the end:

The term of the Lease shall be extended for ten (10) years, commencing

on April 26, 2020 ("Effective Date") and expiring on April 25, 2030. Any holding over by the Lessee after the expiration of the Lease shall be on a day-to-day basis strictly, and continuing tenancy rights shall not accrue to the Lessee.

2. Miscellaneous

a. Construction of Second Amendment. The parties hereto negotiated this Second Amendment at arm's length and with advice of their respective attorneys, and no provisions contained herein shall be construed against Lessor solely because it prepared this Second Amendment in its executed form.

b. Capitalized Terms/Second Amendment to Prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Lease, as heretofore amended. The provisions of this Second Amendment shall prevail over any inconsistency or conflicting provisions of the Lease, as heretofore amended, and shall supplement the remaining provisions thereof.

c. Further Cooperation. The parties agree to execute such other instruments, agreements and amendments to documents as may be necessary or appropriate to effectuate the Lease as amended by this Second Amendment.

d. Interpretation. This Second Amendment, when combined with the Lease and all amendments hereto, sets forth and contains the entire understanding and agreement of the parties hereto and correctly sets forth the rights, duties and obligations of each to the other as of this date.

e. Waivers; Amendments. All waivers of the provisions of this Second Amendment and all amendments hereto must be in writing and signed by the appropriate authorities of County and Lessee.

f. Attachments. Each of the attachments and exhibits attached hereto are incorporated herein by this reference.

g. Effectiveness of Lease. Except as modified and amended by this Second Amendment all other terms and conditions of the Lease remain unmodified and in full force and effect. If any provisions of this Second Amendment or the Lease shall be determined to be illegal or unenforceable, such determination shall not affect any

other provision of the Lease and all such other provisions shall remain in full force and effect. The language in all parts of the Lease shall be construed according to its normal and usual meaning and not strictly for or against either County or Lessee. Neither this Second Amendment, nor the Lease, nor any notice nor memorandum regarding the terms hereof, shall be recorded by Lessee.

h. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

i. Effective Date. The Effective Date of this Second Amendment is the date provided above in Section 1 of this Second Amendment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, County and Lessee hereto have executed this Second Amendment as of the dates set forth below.

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

LESSEE:
The John A. Kamburoff Revocable
Family Trust, dated December 01,
1980

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

By: 
John A. Kamburoff

Date: _____

Date: 1/20/2021

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

By: _____
Kristine K. Bell-Valdez
Supervising Deputy County Counsel

CONSENT TO ASSIGNMENT

The County of Riverside (Lessor) hereby consents to the foregoing Assignment dated April 15, 2008 between John Kamburoff, as Assignor, and The John A. Kamburoff Revocable Family Trust, dated December 1, 1980, an ENTITY, as Assignee, and without however, waiving the restrictions contained in said Lease dated April 25, 2000, between the County of Riverside, as Lessor, and John Kamburoff, as Lessee, described as 8,000 square feet of land at the Jacqueline Cochran Regional Airport (formerly Desert Resorts Regional Airport) with respect to any future assignments thereunder, and without releasing the Assignor under said lease from any obligations that are not performed by The John A. Kamburoff Revocable Family Trust, dated December 1, 1980, an ENTITY, and otherwise accepts the Assignee, The John A. Kamburoff Revocable Family Trust, date December 1, 1980, an ENTITY, as Lessee under said Lease to all intents and purposes as though Assignee was the original Lessee thereunder.

Date: 6-10-08

COUNTY OF RIVERSIDE

By: [Signature]
Chairman, Board of Supervisors

ATTEST:
NANCY ROMERO, Clerk of the Board

FORM APPROVED
JOE S. RANK, County Counsel

By: [Signature]
DEPUTY

By: Gordon V. Woo 5/30/08
Deputy

EXHIBIT C

CERTIFICATION OF THE
THE PETER M. SCHEER LIVING TRUST
U.D.T. DATED JULY 10, 1997

TRUSTEE'S CERTIFICATION OF TRUST

1. **Identity of Trustor and Trustee; Date of Trust.** PETER M. SCHEER also known as PETER MATTHIAS SCHEER certifies that he is the Trustor and the presently serving Trustee of the PETER M. SCHEER LIVING TRUST created by Declaration of Trust dated July 10, 1997, as completely restated on July 27, 2022.

2. **Existence of Trust; Trust is Revocable.** Said Trust is a revocable inter-vivos grantor trust. The Trust is in full force and effect. The Trustor has the power to revoke the Trust.

3. **Signature Authority; Powers of Trustees.** The enclosed true and correct copies of the relevant Trust pages list the identity of the Trustor and Trustee, define the signature authority of the Trustee, list relevant powers of the Trustee, and name the successor Trustee(s).

4. **Taxpayer Identification Number.** U.S. Treasury Regulations Sections 1.671-4, 1.6012-3(a)(9) and 301.6109-1(a)(2) provide that Trustor's Social Security number may be used in lieu of a separate taxpayer identification number for the Trust.

5. **Title to Trust Assets.** Title to trust assets should be taken as follows: "PETER M. SCHEER, Trustee of the PETER M. SCHEER LIVING TRUST, U.D.T. dated July 10, 1997."

6. **Certification is Current.** The Trust has not been revoked, modified or amended in any manner which would cause the representations in this certification to be incorrect. This certification is being signed by all currently acting Trustees of the Trust.

7. **Enforceability; Authority.** This certification is made pursuant to California Probate Code Section 18100.5 and California Commercial Code Section 8403(4)-(6), true and correct copies of which are attached hereto. Any transaction entered into by a person acting in reliance upon this certification shall be enforceable against the Trust assets.

8. **Liability of Persons Refusing to Accept Certification.** Probate Code Section 18100.5(h) provides that any person refusing to accept this certification shall be liable for damages, including attorneys' fees, if the court determines that the person acted in bad faith.

9. **Certification.** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: Executed on March 21, 2023, at Palm Desert, California.

PETER M. SCHEER, Trustee

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)

On March 21, 2023, before me, Kelby J. Laurich, personally appeared PETER M. SCHEER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Kelby J. Laurich (Seal)



Notary Public
Commission Expires:
Commission No.:

CALIFORNIA PROBATE CODE

' 18100.5. Certification of trust; contents; trust document excerpt copies; certification reliance; liability.

(a) The trustee may present a certification of trust to any person in lieu of providing a copy of the trust instrument to establish the existence or terms of the trust. A certification of trust may be executed by the trustee voluntarily or at the request of the person with whom the trustee is dealing.

(b) The certification of trust may confirm the following facts or contain the following information:

(1) The existence of the trust and date of execution of the trust instrument.

(2) The identity of the Trustor or Trustors and the currently acting trustee or trustees of the trust.

(3) The powers of the trustee.

(4) The revocability or irrevocability of the trust and the identity of any person holding any power to revoke the trust.

(5) When there are multiple trustees, the signature authority of the trustees, indicating whether all or less than all of the currently acting trustees are required to sign in order to exercise various powers of the trustee.

(6) The trust identification number, whether a social security number or an employer identification number.

(7) The manner in which title to trust assets should be taken.

(8) The legal description of any interest in real property held in the trust.

(c) The certification shall contain a statement that the trust has not been revoked, modified, or amended in any manner which would cause the representations contained in the certification of trust to be incorrect and shall contain a statement that it is being signed by all of the currently acting trustees of the trust. The certification shall be in the form of an acknowledged declaration signed by all currently acting trustees of the trust. The certification signed by the currently acting trustee may be recorded in the office of the county recorder in the county where all or a portion of the real property is located.

(d) The certification of trust may, but is not required to, include excerpts from the original trust documents, any amendments thereto, and any other documents evidencing or pertaining to the succession of successor trustees. The certification of trust shall not be required to contain the dispositive provisions of the trust which set forth the distribution of the trust estate.

(e) A person whose interest is, or may be, affected by the certification of trust may require that the trustee offering or recording the certification of trust provide copies of those excerpts from the original trust documents, any amendments thereto, and any other documents which designate, evidence, or pertain to the succession of the trustee or confer upon the trustee the power to act in the pending transaction, or both. Nothing in this section is intended to require or imply an obligation to provide the dispositive provisions of the trust or the entire trust and amendments thereto.

(f) A person who acts in reliance upon a certification of trust without actual knowledge that the representations contained therein are incorrect is not liable to any person for so acting. A person who

does not have actual knowledge that the facts contained in the certification of trust are incorrect may assume without inquiry the existence of the facts contained in the certification of trust. Actual knowledge shall not be inferred solely from the fact that a copy of all or part of the trust instrument is held by the person relying upon the trust certification. Any transaction, and any lien created thereby, entered into by the trustee and a person acting in reliance upon a certification of trust shall be enforceable against the trust assets. However, if the person has actual knowledge that the trustee is acting outside the scope of the trust, then the transaction is not enforceable against the trust assets. Nothing contained herein shall limit the rights of the beneficiaries of the trust against the trustee.

(g) A person's failure to demand a certification of trust does not affect the protection provided that person by Section 18100, and no inference as to whether that person has acted in good faith may be drawn from the failure to demand a certification of trust. Nothing in this section is intended to create an implication that a person is liable for acting in reliance upon a certification of trust under circumstances where the requirements of this section are not satisfied.

(h) Except when requested by a beneficiary or in the context of litigation concerning a trust and subject to the provisions of subdivision (e), any person making a demand for the trust documents in addition to a certification of trust to prove facts set forth in the certification of trust acceptable to the third party shall be liable for damages, including attorney's fees, incurred as a result of the refusal to accept the certification of trust in lieu of the requested documents if the court determines that the person acted in bad faith in requesting the trust documents.

(i) Any person may record a certification of trust that relates to an interest in real property in the office of the county recorder in any county in which all or a portion of the real property is located. The county recorder shall impose any fee prescribed by law for recording that document sufficient to cover all costs incurred by the county in recording the document. The recorded certification of trust shall be a public record of the real property involved. This subdivision does not create a requirement to record a certification of trust in conjunction with the recordation of a transfer of title of real property involving a trust. (*Added by Stats. 1993, c. 530 (A.B.1249), Sec. 2. Amended by Stats. 2004, c. 136 (A.B. 1848), Sec. 1.*)

Added Stats 1993 ch 530 '2 (AB 1249).

CALIFORNIA UNIFORM COMMERCIAL CODE

' 8403. Limited duty of inquiry

- (1) An issuer to whom a certificated security is presented for registration shall inquire into adverse claims if a written notification is received at a written notification of an adverse claim is received at a time and in a manner affording the issuer a reasonable opportunity to act on it prior to the issuance of a new, reissued, or reregistered certificated security, and the notification identifies the claimant, the registered owner, and the issue of which the security is a part, and provides an address for communications directed to the claimant.
- (2) The issuer may discharge any duty of inquiry by any reasonable means, including notifying an adverse claimant by registered or certified mail at the address furnished by him or her or, if there be no such address, at his or her residence or regular place of business that the certificated security has been presented for registration of transfer by a named person, and that the transfer will be registered unless within 30 days from the date of mailing the notification, either:

 - (a) An appropriate restraining order, injunction, or other process issues from a court of competent jurisdiction.
 - (b) There is filed with the issuer an indemnity bond, sufficient in the issuer's judgment to protect the issuer and any transfer agent, registrar, or other agent of the issuer involved from any loss it or they may suffer by complying with the adverse claim.
- (3) Unless an issuer receives a notification of an adverse claim under subdivision (1), if a certificated security presented for registration is indorsed by the appropriate person or persons, the issuer is under no duty to inquire into adverse claims.
- (4) An issuer registering a certificated security in the name of a person who is a fiduciary or who is described as a fiduciary is not bound to inquire into the existence, extent, or correct description of the fiduciary relationship; and thereafter the issuer may assume without inquiry that the newly registered owner continues to be the fiduciary until the issuer receives written notice that the fiduciary is no longer acting as such with respect to the particular security.
- (5) An issuer registering a transfer on an endorsement by a fiduciary is not bound to inquire whether the transfer is made in compliance with a controlling instrument or with the law of the state having jurisdiction of the fiduciary relationship, including any law requiring the fiduciary to obtain court approval of the transfer even though the transfer is made on the endorsement of a fiduciary to the fiduciary himself or herself or to his or her nominee.
- (6) The issuer is not charged with notice of the contents of any court record or file or other recorded or unrecorded document even though the document is in its possession and even though the transfer is made on the endorsement of a fiduciary to the fiduciary himself or herself or to his or her nominee.

**FIFTH AMENDMENT to and
COMPLETE RESTATEMENT of the
PETER M. SCHEER LIVING TRUST
DECLARATION OF TRUST**

I, PETER M. SCHEER, of Riverside County, California, hereby amend and completely restate the PETER M. SCHEER LIVING TRUST, Under Declaration of Trust, dated July 10, 1997 ("Trust"), and declare that:

1. DECLARATIONS

1.1. Conveyance to Trustee

I have conveyed and transferred, without consideration, to the Trustee named in this Declaration, or the successor of such Trustee, all the property described in Exhibit "A" attached hereto and incorporated herein by this reference.

1.2. Identity of Trust Estate

All property described in Exhibit "A", and any other property hereafter transferred or conveyed to and received by the Trustee and held pursuant to the terms of this instrument is herein called the "Trust Estate" and shall be held, administered, and distributed by the Trustee as provided in this Declaration of Trust.

1.3. Identity of Family

As used in this Declaration of Trust,

1.3.1. The term "Trustor" shall mean and refer to PETER M. SCHEER,

1.3.2. The terms "child" and "children" shall include any other children hereafter born to or adopted by me and the term "issue" shall refer to lineal descendants of all degrees and include adopted persons. As of this date, Trustor's child is MATTHIAS JACOB SCHEER. Trustor has no deceased children.

1.4. Designation of Trustee

PETER M. SCHEER is hereby designated the Trustee of all Trusts created by or to be created pursuant to this Declaration of Trust.

1.5. Additions to Trust

Any person may from time to time add other property acceptable to the Trustee to the Trust Estate by conveyance, assignment, transfer, or by Will. Such property when received and accepted by the Trustee shall become part of the Trust Estate and be subject to all terms and provisions of this Declaration of Trust.

1.6. Amendment and Revocation of Trust During Trustor's Lifetime

During the Trustor's lifetime, this Trust may be amended, but only by a writing signed by the Trustor. At any time and from time to time, during the Trustor's life, the Trustor may, by serving written notice on the Trustee, revoke the Trust created by this Declaration. Any property withdrawn from the Trust Estate by reason of such revocation shall be delivered to the Trustor by the Trustee.

1.7. Incapacity of Trustor

All of Trustor's powers to amend and revoke are personal to Trustor, and in the event of incapacity, as determined by the provisions of Section 8.3. of this Declaration of Trust, may be exercised on Trustor's behalf only by a conservator with Court approval, or by the holder of a Durable Power of Attorney for the purpose of making gifts or taking other actions that are authorized by express provision of the durable power.

included in or passing outside of the Trustor's probate estate, and expressly including GST direct skip transfers made at death by the Trustor as Transferor, shall be charged to and paid from property in the Trust.

The foregoing provisions, however, shall not apply to:

4.1. Generation-Skipping Transfers

Any generation-skipping transfer taxes, except those classified as taxes on direct skip transfers with respect to which the Predeceased Spouse is the Transferor; or

4.2. Special Use Transfers

Recapture taxes pursuant to IRC §2032A;

These two categories of assets shall bear any estate, gift, generation skipping or other transfer taxes imposed thereon.

5. SUCCESSOR TRUSTEE

5.1. Successor Trustee

When Trustor, as original Trustee, becomes unable or unwilling to act as Trustee, then SUSAN HAVEN SCHEER, of San Diego, California, and JULIA E. BURT, Esq., of Burt + Clerc, Palm Desert, California, shall forthwith become the Co-Trustees of all Trusts provided for in this Declaration. When MATTHIAS JACOB SCHEER, of San Diego, California, attains the age of 30 years, he shall have the option of serving as Co-Trustee with SUSAN HAVEN SCHEER and JULIA E. BURT, of all Trusts provided for in this Declaration. While SUSAN HAVEN SCHEER, JULIA E. BURT and MATTHIAS JACOB SCHEER are serving as Co-Trustees, in the event the Co-Trustees are unable to reach an agreement on a particular Trust matter, ERIC PRINCE shall act as a Special Trustee and be allowed to cast a vote in order to break any tie votes.

If SUSAN HAVEN SCHEER, JULIA E. BURT or MATTHIAS JACOB SCHEER should become unable or unwilling to act as such Co-Trustee, then the other shall continue to act as Co-Trustees, or sole Trustee as the case may be, of all Trusts provided for in this Declaration.

For any trust created for the benefit of LUKA MATTHIAS MAWBY, JULIA E. BURT, Esq., of Burt + Clerc, Palm Desert, California and JUSTYN MAWBY shall forthwith become the Co-Trustees of his trust as provided for in this Declaration. If either JULIA E. BURT or JUSTYN MAWBY should be unable or unwilling to serve, the other shall serve as sole trustee of the trust created for the benefit of LUKA MATTHIAS MAWBY.

5.2. No Bond Required

No bond shall be required of any Trustee named in this instrument.

5.3. Resignation of Trustee

The Trustee may at any time resign from the Trust hereby created, by confirmed delivery of a notice of such resignation, addressed to the Trustor or to the person or persons then entitled to receive income payments hereunder at the addresses of such person or persons last known to the Trustee. Such resignation shall take effect upon the acceptance of office by the Successor Trustee, whether named herein or by a Court of competent jurisdiction. Upon such resignation, the next Successor Trustee, named above, shall succeed as Trustee with like effect as though originally named as such herein. All authority and powers conferred upon the original Trustee hereunder shall pass to any Successor Trustee. The resigning Trustee shall transfer and deliver to his successor the entire Trust Estate, and the resigning Trustee shall thereupon be discharged as Trustee of this Trust and shall have no further powers, discretions, rights, obligations or duties with reference to the Trust Estate and all such powers, discretions, rights,

obligations and duties of the resigning Trustee shall inure to and be binding upon such Successor Trustee.

5.4. Appointment of Trustee

If there is no Trustee acting hereunder, then a majority of the current adult beneficiaries shall appoint a successor Trustee or Co-Trustees by an instrument in writing, which appointment must be effective upon the date the last Trustee fails to qualify or ceases to act; provided however, if the Trustee who is being replaced was not related or subordinate to the beneficiaries holding this power to appoint, the power to appoint a new Trustee or Co-Trustees shall be limited to the appointment of a Trustee (or of Co-Trustees) who is also not related or subordinate to the beneficiaries holding this power to appoint.

5.5. Compensation of Successor Trustee

Any Trustee shall be entitled to reasonable compensation for services rendered, which shall be paid wholly from income or principal or partly from each as the Trustee deems proper, and the Trustee's determination shall be conclusive.

5.6. Liability of Trustee

No Trustee shall be liable for any mistake or error in judgment in the administration of the Trusts herein created, except for such Trustee's willful misconduct. No Successor Trustee shall be responsible in any way for any acts or omissions of any previous Trustee, and need not audit or otherwise inquire into the accounts, acts, or omissions of any predecessor. A Successor Trustee shall be chargeable only for those assets held by a predecessor in a fiduciary name, or actually known of by the Successor Trustee.

6. POWERS OF TRUSTEE

To carry out the purposes of any Trust created under this Declaration and subject to any limitations otherwise specifically provided, the Trustee is vested with the following express powers with respect to each Trust and any part of it, in addition to those powers now or hereafter conferred by law:

6.1. Investment According to Prudent Investor Rule

The Trustee may, in the Trustee's discretion, invest and reinvest Trust funds in every kind of property (real, personal, or mixed) and every kind of investment, specifically including, but not limited to, corporate obligations of every kind; preferred or common stocks; shares of investment trusts, investment companies, and mutual funds; life insurance policies; notes, real estate, bonds, debentures, mortgages, deeds of trust, mortgage participations, market funds and index funds appropriate under the then-prevailing circumstances (specifically including, but not limited to, the factors set out in California Probate Code Section 16047(c) or its successor statute):

- 6.1.1. General economic conditions;
- 6.1.2. The possible effect of inflation or deflation;
- 6.1.3. The expected tax consequences of investment decisions or strategies;
- 6.1.4. The role that each investment or course of action plays within the overall Trust portfolio;
- 6.1.5. The expected total return from income and the appreciation of capital;
- 6.1.6. Other resources of the beneficiaries known to the Trustee as determined from information provided by the beneficiaries;
- 6.1.7. Needs for liquidity, regularity of income, and preservation or appreciation of capital;
- 6.1.8. An asset's special relationship or special value, if any, to the purposes of the Trust or to one or more of the beneficiaries.

6.1.9. Power to Invest Aggressively

The trustee may invest in an aggressive manner, assuming greater than customary risks of loss to principal, in order to achieve a higher total rate of return.

6.1.10. Diversified Investments

The investments need not be diversified.

In so doing, the Trustee shall exercise care, skill, and caution to attain the Trustor's goals under this instrument. The Trustee shall consider individual investments as part of an overall investment strategy having risk and return objectives reasonably suited to the purposes of the Trust. The Trustee's investments may include stock in, or any common trust fund administered by, the Trustee or stock in any entity owned by the Trustee or that owns the Trustee.

6.2. Sale or Investment

To sell (for cash or on credit), exchange, purchase and retain assets, to improve, alter, lease (including for periods beyond the duration of a Trust), partition and otherwise deal with and manage Trust property, and to invest and reinvest in preferred or common stocks, bonds, mortgages, investment company shares, money market and mutual (including index) funds, common trust funds maintained by a Successor Corporate Trustee, interest-bearing accounts, and any other property real or personal, foreign or domestic.

Notwithstanding the foregoing, in exercising these powers the Trustee is not bound by legal restrictions on investment by Trustee, and may acquire and maintain insurance on the lives of beneficiaries and may acquire, retain or improve assets on any reasonable basis.

6.3. Additions and Acquisitions

To receive additional property from any source and to acquire or hold properties jointly or in undivided interests or in partnership (or joint venture) with other persons or entities, including the Trustor, the Trustee individually and any one or more of the beneficiaries of this Declaration and the estates of and other trusts established by the Trustor or any beneficiaries; and properties may be purchased from, sold to or exchanged with, and funds may be borrowed from or loaned to, any such Trustee, beneficiaries, estates and trusts (including separate Trusts under this Declaration) at fair values and on fair and equitable terms appropriate to the Trustee's fiduciary responsibilities.

6.4. Business Operations

To enter, continue or participate in operating any enterprise, including as a sole proprietor, as a general or limited partner, or as a shareholder, and to incorporate, liquidate, reorganize or otherwise change the form or terminate the enterprise's operation, and contribute capital or loan money to the enterprise.

6.5. Powers Regarding Subchapter S Corporation Stock

To make the election, under IRC §1361(e)(3), for the Trust to be treated as a small business trust ("ESBT"), for the purpose of holding Subchapter S corporation stock without jeopardizing the corporation's tax status. In addition, the Trustee is authorized, if permitted pursuant to existing federal law or regulation, to correct any trust from ESBT status to that of a Qualified Subchapter S Trust.

6.6. Securities

To acquire, exercise, grant or dispose of options, put and call options (including the granting of options to purchase and sell securities), on equity, non-equity or currency options, common trust funds and other property of any kind, real or personal on margin or otherwise (including short sales), irrespective of any statute or rule of law limiting the investment of Trust assets, and to acquire, exercise, grant or dispose of privileges or rights with respect to securities or other property including but not limited to rights to vote, grant proxies, subscribe, convert or

assent to or participate in compromises, releases, renewals or extensions, modifications, reorganizations, recapitalizations, consolidations, liquidations and the like, and to abandon or otherwise deal with any property or interests in any manner deemed to be in the best interests of the Trust or Trusts.

6.7. Borrow and Encumber

To borrow funds, guarantee or indemnify in the Trust's name and to secure any obligation or mortgage, pledge or other security interest, including for a term extending beyond the Trust's period, and to renew, extend or modify any such obligations; such obligations may be entered into without personal liability of the Trustee, and lenders shall have no duty to see to the application of the proceeds.

6.8. Lease

To lease Trust property for terms within or beyond the term of the Trusts and for any purpose, including exploration for removal of gas, oil and other minerals and to enter into community oil leases, pooling and unitization agreements.

6.9. Litigation

To prosecute, defend, contest or otherwise litigate legal actions or other proceedings for the benefit of a Trust or Trusts or the Trustee; to pay, compromise, release, adjust or submit to arbitration any debt, claim or controversy; and to insure the Trust or Trusts against any risk and the Trustee against liability with respect to third persons.

6.10. Insurance

To acquire and maintain insurance on the lives of beneficiaries; and with respect to any policies on the Trustor's life or beneficiary to pay premiums, assessments or other charges, to keep policies in force, and to convert or divide any policy that may be held with other Trusts, the Trustor or beneficiaries. The Trustee is under no duty to pay premiums or otherwise maintain life insurance policies not owned by the Trustee, or to keep informed or take action to keep such policies in force. The Trustee shall collect sums payable to the Trust, Trusts, or Trustee under any insurance policies, pension plans or other contracts, upon receipt of actual notice of a death or other event upon which such right of payment arises; and the Trustee shall have the power to take such actions as he or she deems appropriate to enforce the Trust Estate's claims under such policy, plan or contract and to compromise, arbitrate or otherwise settle such claims, all at the Trust Estate's expense but with no obligation on the Trustee to incur expenses or liabilities that cannot be paid from Trust funds or for which the Trustee has no assurance of indemnification.

6.11. Agents

To employ, discharge and compensate from the Trust accountants, lawyers, investment and tax advisers, agents and others to aid or assist in the management, administration and protection of the Trust Estate or Estates.

6.12. Title to Property

To hold property in a nominee's name, or unregistered or in a manner that allows title to pass by delivery or otherwise facilitates proper administration; and to allow the Trustor to sign and issue checks and to withdraw funds from checking or savings accounts directly, to the extent the funds are subject to the Trustor's power of revocation.

6.13. Principal and Income

Except as otherwise specifically provided, the determination of all matters with respect to what is Trust principal and income and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the Principal and Income Law from time to time existing in the State of Trustor's principal residence, and if the Trustor is deceased, by the laws of the State in which the Trustor had his principal residence.

6.14. Distribution and Division

To make divisions, allocations (including to independent shares) or distributions in cash or in kind, including in undivided interests, by prorata or non-prorata division, or in any combination of these ways (with no obligation to take account of the assets' tax basis) in the Trustee's discretion; and there need be no physical division or segregation of various properties, Trusts or Trust shares, except as required for purposes of terminations, withdrawals or distributions, although separate records and accounts shall be maintained for undivided interests and for separate Trusts and shares of the Trust or Trusts.

6.15. Distributions for Minors or Disabled Person

Where the Trustee is authorized hereunder to distribute any income or principal to or use or expend any income or principal for a minor, or an incapacitated or disabled person, such distribution may, at the Trustee's sole discretion, be made to such beneficiary directly or to any person having actual custody of such beneficiary, without intervention of a guardian or conservator, or the Trustee may expend the income or principal for the benefit of such beneficiary or distribute it to a guardian or conservator; in each case the receipt of such person to whom payment is made or entrusted shall completely discharge the Trustee in respect thereof, but the Trustee may, in his or her discretion, require such reports and take such steps as he or she deems necessary to assure and enforce the due application of such income or principal to the purposes aforesaid.

6.16. Appointment of Guardian ad Litem

The Trustee has the power to nominate, for any purpose relating to this Trust or its administration, a guardian ad litem for a minor or disabled beneficiary who is without a legal guardian or conservator of that beneficiary's estate. Such guardian ad litem will represent the interests of the minor or disabled beneficiary in this context, but the Trustee cannot appoint himself or his spouse to this role.

6.17. Access to Safe Deposit Boxes

To have access to all safe deposit boxes in the Trust's name or to which the Trustor is an authorized signatory; to contract with financial institutions for the maintenance and continuation of safe deposit boxes in the Trustor's name; to add to and remove the contents of all such safe deposit boxes; and to terminate contracts for all such safe deposit boxes.

7. NO CONTEST

The Trustor has adopted this Declaration of Trust after full and careful consideration of the nature and extent of his properties and with full knowledge of his heirs and the natural objects of his bounty and, except as specifically provided in this Declaration of Trust, has intentionally omitted to make provisions herein for any other heir or claimant. If any beneficiary under this Trust, under the Will of the Trustor, under any protected instrument, or any intestate beneficiary of the Trustor, should contest this Trust then any share or interest provided to such beneficiary by this Trust, which would otherwise be distributed to or held for the benefit of such contesting beneficiary, is and shall be revoked and disposed of in the same manner as if such contesting beneficiary had predeceased the Trustor without issue. For purposes of this instrument a contest shall mean:

7.1. A direct contest of protected instruments brought without probable cause. Protected instruments shall be those instruments in existence on the date of this instrument and shall be deemed to include the Trustor's Will, Codicils, this instrument, all revocable and irrevocable trusts established by the Trustor, all instruments identified in Section 5000(a) of the California Probate Code, all multiple-party accounts (as defined in Section 5132 of the California

9.2.2. Trust Pays Fees of Neutral

The Trust will pay for the costs of a professional mediator from Trust assets as an administrative expense.

9.3. Severability

Should any of the provisions of this Section 9. be deemed invalid as a violation of public policy, the remaining provisions of this Section 9. shall nonetheless remain in full force and effect.

9.4. Digital Assets

The Trustee has the authority to access, modify, control, archive, transfer and delete Trustor's digital assets. Digital assets include Trustor's sent and received emails, email accounts, digital music, digital photographs, digital videos, gaming accounts, software licenses, social-network accounts, file-sharing accounts, blogs, listservs, web-hosting accounts, tax-preparation service accounts, online stores and auction sites, online accounts, and any similar digital asset that currently exists or may be developed as technology advances. Trustor's digital assets may be stored in the cloud or on Trustor's own digital devices. The Trustee may access, use, and control Trustor's digital devices in order to access, modify, control, archive, transfer, and delete Trustor's digital assets – this power is essential for access to Trustor's digital assets that are only accessible through Trustor's digital devices. Digital devices include desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar hardware that currently exists or may be developed as technology advances.

CERTIFICATION OF PETER M. SCHEER

I certify that I have read the foregoing Declaration of Trust and that it correctly states the terms and conditions under which the Trust Estate is to be held, managed, and disposed of by the Trustee. I approve the Declaration of Trust in all particulars and execute it as the Trustor and the Trustee.

Executed at Palm Desert, California, on the 27th day of July, 2022.



PETER M. SCHEER
Trustor and Trustee

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)

On July 27, 2022, before me, Marisa Y. Katnic, Notary Public, personally appeared PETER M. SCHEER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Marisa Y. Katnic (Seal)



Notary Public
Commission Expires: 5/24/2024
Commission No.: 2405519



County of Riverside
TLMA Aviation
4080 Lemon Street, 14th Floor, Riverside, CA 92501

FOR COUNTY CLERK USE ONLY

NOTICE OF EXEMPTION

June 14, 2023

Project Name: Approval and consent to Purchase Agreement of Aircraft Storage Hangar between The John A Kamburoff Revocable Family Trust dated December 1, 1980, a California revocable trust, and Peter M. Scheer, as Trustee of the Peter M. Scheer Living Trust U.D.T. dated July 10, 1997, a California revocable trust and Consent to Assignment and Assumption of Lease Agreement between The John A Kamburoff Revocable Family Trust dated December 1, 1980, a California revocable trust, and Peter M. Scheer, as Trustee of the Peter M. Scheer Living Trust U.D.T. dated July 10, 1997, a California revocable trust, Jacqueline Cochran Regional Airport.

Project Location: Aircraft storage hangar located on an 8,000 square foot leased area on the Jacqueline Cochran Regional Airport at 56-850 Higgins Drive Thermal, Riverside County, CA 92274 Assessor Parcel Number 759-060-017 (a portion).

Description of Project: The County of Riverside (“County”), as lessor, and John A. Kamburoff Revocable Family Trust dated December 1, 1980 (“John Kamburoff”), as lessee, entered into that certain Desert Resorts Regional Airport Lease dated April 25, 2000 (“Original Lessee”), as amended by that certain Desert Resorts Airport First Amendment to Lease, dated April 11, 2002, and as amended by that certain Jacqueline Cochran Regional Airport Second Amendment to Lease (formerly Desert Resorts Regional Airport), dated January 20, 2021 (collectively, the “Lease”). The Lease relates to, among other things, the lease of approximately 8,000 square foot of land containing an aircraft storage hangar and located at the Jacqueline Cochran Regional Airport (“Leased Premises”). John Kamburoff has decided to assign their lease interests and ownership of the improvements on the Leased Premises to Peter M. Scheer, as Trustee of the Peter M. Scheer Living Trust U.D.T. dated July 10, 1997, a California revocable trust (“Peter Scheer”). The assignment of lease interests has been memorialized by that Assignment and Assumption of Lease Agreement dated March 16, 2023 (“Assignment Agreement”), between The John Kamburoff, as Assignor, and Peter M. Scheer, as Assignee. The effectiveness of the Assignment Agreement is subject to the consent and approval by the County per Section 23 of the Lease. If approved by the Board, the Assignment will be subject to the Lease.

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In connection with the Assignment, Peter M. Scheer (as Buyer) and John Kamburoff (as Seller) entered into that certain Purchase Agreement for Aircraft Storage Hangar dated March 16, 2023, relating to the sale of the aircraft storage hangar located on an 8,000 square foot leased area on the Jacqueline Cochran Regional Airport at 56-850 Higgins Dr., Thermal, CA 92274 (“Purchase Agreement”), the effectiveness of which is subject to the consent and approval by the County.

The consent to purchase agreement and assignment have been identified as a proposed project under the California Environmental Quality Act (CEQA) because a discretionary action by the Riverside County Board of Supervisors is required for approval. The approval of the consent to the purchase agreement and assignment will not change the existing use of the Premises, which will not result in any significant environmental impacts or include any mitigation measures. The Purchase Agreement and the Assignment will not impact the terms of the Lease.

Name of Public Agency Approving Project: County of Riverside

Name of Person or Agency Carrying Out Project: Riverside County Transportation and Land Management Agency – Aviation Division

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.

Reason 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 sale and assignment of an existing aircraft storage hangar and does not include a new development or improvements to the Leased Premises. Furthermore, this project would not result in any physical direct or reasonably foreseeable indirect impacts to the environment.

- **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, involves the assignment of a lease and and 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. 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 purchase agreement and assignment would result in the continued operation of the airport on the Leased and Assigned 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.

Signed: *Kimberly Loomis*

Date: 6/14/2023

Kimberly Loomis
Development Specialist, II
County of Riverside
TLMA-Aviation Division

RIVERSIDE COUNTY CLERK & RECORDER**AUTHORIZATION TO BILL
BY JOURNAL VOUCHER**

Project Name: Approval and consent to Purchase Agreement of Aircraft Storage Hangar between The John A Kamburoff Revocable Family Trust dated December 1, 1980, a California revocable trust, and Peter M. Scheer, as Trustee of the Peter M. Scheer Living Trust U.D.T. dated July 10, 1997, a California revocable trust and Consent to Assignment and Assumption of Lease Agreement between The John A Kamburoff Revocable Family Trust dated December 1, 1980, a California revocable trust, and Peter M. Scheer, as Trustee of the Peter M. Scheer Living Trust U.D.T. dated July 10, 1997, a California revocable trust.

Accounting String: 523220-40710-1910700000 - ED19102001

AGENCY: Riverside County

DATE: June 14, 2023

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

NUMBER OF DOCUMENTS INCLUDED: One (1)

Signature: *Kimberly Loomis*

AUTHORIZED AND PRESENTED BY: Kimberly Loomis, Development Specialist, II, TLMA-Aviation -TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: Cassandra Sandoval

DATE:

RECEIPT # (S)