

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



ITEM: 3.45
(ID # 27185)

MEETING DATE:
Tuesday, February 25, 2025

FROM : TLMA - AVIATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/AVIATION: Blythe Airport Lease Agreement – Blythe 10, Inc., a California corporation, CEQA Exempt per State CEQA Guidelines Sections 15301 and 15061(b)(3), District 4. [\$1,050 Total Cost – TLMA Aviation Fund 100%] (Clerk to file Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

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

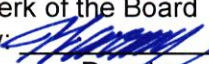
ACTION:Policy


Rania Odenbaugh, Managing Director of TLMA 2/18/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: February 25, 2025
xc: TLMA-Aviation, Recorder, State Clearinghouse

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,050	\$ 0	\$ 1,050	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: TLMA Aviation Revenue Fund 100%			Budget Adjustment:	No
			For Fiscal Year:	2024/2025- 2074/2075

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside ("County") owns a fuel and truck stop that consist of 20.89 acres, and containing an approximate 10,250 square foot convenience store, an approximate 6,000 square foot maintenance shop, existing signage infrastructure, freight truck parking/rest area, and located at 17970 W Hobson Way, Blythe, California identified by Assessor's Parcel Number 824-020-002 ("Fuel and Truck Stop").

On April 14, 2022 the County, Transportation and Land Management Agency, Aviation Division ("Aviation") issued a Request for Proposal for the Lease and Operation of the Fuel and Truck Stop. Blythe 10, Inc., a California corporation ("Blythe 10"), was selected as the most suitable candidate to operate and maintain the Fuel and Truck Stop because of their experience in operating similar facilities, rent proposal and improvements plan for the Fuel and Truck Stop.

Aviation negotiated the terms of the attached Blythe Airport Lease Agreement ("Lease") with Blythe 10.

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

Lessee: Blythe 10, Inc., a California corporation

Premises Location: 17970 W Hobson Way
Blythe, CA 92225

Property: 20-acres containing an approximate 10,250 square foot convenience store, an approximate 6,000 square foot maintenance shop, existing signage infrastructure, freight truck parking/rest area

Term: Thirty (30) year term

Rent Schedule: See Exhibit C of Lease

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

Option to Extend: Two (2) options to extend by ten (10) years each.

Additionally, the Lease includes improvements that shall be completed by Blythe 10. The improvements shall have three firm phases, and four optional phases. The firm phases will be defined as Phase I, Phase II, and Phase III. Phase I shall include a feasibility study of the site, the initiation of the Fuel and Truck Stop operations by obtaining all necessary permits and equipment, emergency repairs to plumbing, electrical, and mechanical infrastructure, and the development of construction plans for Phase II. Phase II will provide improvements to the convenient store (i.e. Façade improvements, new plastering and paint to the exterior, and installation of new equipment), the addition of a food court, and the remodeling to the truck repair and wash station. Phase III will consist of parking lot repairs and expansion, and alternative fuel improvements (i.e. electric charging stations, and exploration of additional fuel options such as E-85 and CNG).

The deadlines for the improvements are as follows:

Phase I – To be completed within 12 months of the *Effective Date of the Lease

Phase II – To be completed within 36 months of the *Issuance of requisite permits

Phase III – To be completed within 60 months of the *Issuance of requisite permits

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

The optional phases shall be defined as Phase IV, Phase V, Phase VI, and Phase VII. Optional Phase IV will include the construction of hotel amenities or a temporary housing facility for the travelers to rest. It may also include the construction of RV parking, and the long-term storage of boats and RV's. Phase V will consist of the installation of solar panels and potentially battery storage for the facilities. Phase VI shall include the construction of an impound yard for interested parties (i.e. CHP, third party, etc.). Phase VII shall include the provision of urgent care/health services for over-the road truckers, the travelling public, and the local Blythe community. Completion of the optional phases will be dependent on a feasibility study of the site.

The Lease has been reviewed and approved by County Counsel.

Environmental Findings

The Lease is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15301 (Class 1) and 15061(b)(3) ("Common Sense" Exemption). The Lease involves the use of existing facilities with no expansion of existing use, and it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. because it does not involve a change or increase in the intensity of the use of the Fuel and Truck Stop.

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

Impact on Residents and Businesses

The Fuel and Truck Stop is uniquely located in the remote City of Blythe, along the I-10 freeway which is a major freight corridor that expands across 8 American states. The Fuel and Truck Stop provides fuel, food, beverages, and rest parking for motorists and truck drivers. Residents and businesses benefit from the revamped amenities that Blythe 10 can provide to haul freight travel, and cross-country common motorists.

Additional Fiscal Information

No net County cost will be incurred, and no budget adjustment is necessary, however, the Transportation and Land Management Agency, Aviation Division has incurred costs associated with this transaction. County Counsel and CEQA NOE filing fees to date in the approximate amount of \$1,050 will be reimbursed from the TLMA Aviation Revenue Fund.

County Counsel Review	\$ 1,000
CEQA NOE	\$ 50
Total	\$ 1,050

Attachments:

- Blythe Airport Lease Agreement
- Notice of Exemption
- Aerial Map


Jason Farin, Principal Policy Analyst 2/19/2025


Aaron Gettis, Chief of Deputy County Counsel 2/13/2025



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

FILED / POSTED

County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

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02/26/2025 10:23 AM Fee: \$ 50.00
Page 1 of 3

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NOTICE OF EXEMPTION

February 13, 2025

Project Name: Approval of the Blythe Airport Lease Agreement between the County of Riverside ("County"), as Lessor, and Blythe 10, Inc., a California corporation ("Blythe 10"), as Lessee.

Project Location: 17970 W Hobson Way, Blythe, California 92225, APN: 824-020-002

Description of Project: The County of Riverside ("County") owns a fuel and truck stop that consist of 20.89 acres, and containing an approximate 10,250 square foot convenience store, an approximate 6,000 square foot maintenance shop, existing signage infrastructure, freight truck parking/rest area, and located at 17970 W Hobson Way, Blythe, California identified by Assessor's Parcel Number 824-020-002 ("Fuel and Truck Stop").

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The approval of the Lease has 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 Lease will not change the existing use of the Fuel and Truck Stop, which will not result in any significant environmental impacts or include any mitigation measures.

Name of Person or Agency Carrying Out Project: Riverside County Transportation and Land Management Agency (TLMA) 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.

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern, nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project is limited to the Lease of a Fuel and Truck Stop and does not include a new development or improvements to the property. 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 Class 1 categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is limited to the approval of a Lease agreement. The approval of the Lease will result in the same purpose and substantially similar capacity on the existing facilities at the airport and would be consistent with the existing land use and contractual requirements for the use of the site. 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. Approval of the Lease is an administrative function, that is required as part of the terms, and would result in the continued operation of the Fuel and Truck Stop. 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.

Signature: *Jose Ruiz*

Date: 2/13/2025

Jose Ruiz
Supervising Development Specialist
County of Riverside TLMA-Aviation Division

Selected Document
<p>2025021006 - NOE - Approval of the Blythe Airport Lease Agreement between the County of Riverside (“County”), as Lessor, and Blythe 10, Inc., a California corporation (“Blythe 10”</p> <p>Riverside County Created - 2/25/2025 Submitted - 2/26/2025 Posted - 2/26/2025 Received - 2/26/2025 Published - 2/26/2025 Naomy Sicra</p>

Document Details**Public Agency**

Riverside County

Document Type

Notice of Exemption

Document Status

Published

Title

Approval of the Blythe Airport Lease Agreement between the County of Riverside ("County"), as Lessor, and Blythe 10, Inc., a California corporation ("Blythe 10")

Document Description

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Attachments (Upload Project Documents)**NOE_ Approval of the Blythe Airport Lease Agreement between 3.45.pdf**

**Blythe Airport
Lease Agreement**

This Blythe Airport Lease Agreement ("Lease"), dated Feb. 25, 2025, is entered into by and between the **County of Riverside**, a political subdivision of the State of California, as lessor, ("Lessor" or "County"), and **Blythe 10, Inc.**, a California corporation ("Lessee"), collectively referred to herein as the "Parties," and individually as a "Party", under the following terms and conditions:

RECITALS

WHEREAS, County owns a parcel of land totaling 20.89 acres, and containing an approximate 10,250 square foot convenience store, an approximate 6,000 square foot maintenance shop, existing signage infrastructure, freight truck parking/rest area at the Blythe Airport, located at 17970 W Hobson Way, Blythe, California, further identified by Assessor's Parcel Number 824-020-002 and as depicted on the Site Map attached hereto as Exhibit "A" and incorporated herein by this reference ("Leased Premises"); and

WHEREAS, County desires to lease the Leased Premises to Lessee for the purpose of operating a gas station and truck stop, as permitted by the laws and ordinances applicable to the Leased Premises and business.

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

1. Property Description. The property leased herein consists of approximately 20.89-acres and contains an approximate 10,250 square foot convenience store, an approximate 6,000 square foot maintenance shop, existing signage infrastructure, freight truck overnight parking/rest area at the Blythe Airport,

1 located at 17970 W Hobson Way, Blythe, California. The Leased Premises is depicted
2 on Exhibit "A", attached hereto and incorporated herein by this reference. Lessee
3 acknowledges and agrees that Lessee has no fee title interest in or to the Airport.

4 **2. Term.** This Lease shall have a term of thirty (30) years ("Initial Term"),
5 commencing six (6) months following the Effective Date (as defined in Section 46) of this
6 Lease ("Commencement Date"). Lessee shall have two (2) options to extend the term of
7 the Lease by ten (10) years each on the following terms and conditions: (a) Lessee is
8 not in material default of any of the terms and conditions of this Lease, of which default
9 Lessee has received notice and the cure period has expired and the default remains
10 uncured pursuant to Section 18, and (b) at least ninety (90) days prior to the expiration
11 of the term of this Lease but no earlier than one hundred twenty (120) days prior to the
12 expiration of the term of this Lease, Lessee shall have given Lessor written notice of its
13 election to extend the term of this Lease.

14 **3. Use.** The Leased Premises shall be leased to Lessee for the purpose of
15 operating and maintaining a gas station and truck stop on a twenty-four (24) hour, seven
16 (7) days a week basis, and for such other functions as are incidental to such use.

17 Lessee acknowledges that it has satisfied itself by its own independent
18 investigation that the Leased Premises is in acceptable condition and suitable for its
19 intended use. Lessee is willing to accept the Leased Premises in the current condition,
20 with the understanding that Lessee will pursue improvement plans for this site and shall
21 use its best efforts to secure approval's by the appropriate governing entities/bodies
22 responsible for permitting and approvals of said improvement plans. Lessee agrees that
23 it will take all reasonable measures to prevent any damage to the Leased Premises.
24 Lessee shall provide the necessary security measures for the safe keeping of all
25 vehicles, equipment, and personal property on the Leased Premises. Lessor is under
26 no obligation to take any measures for the safe keeping of said vehicles, equipment, and

1 personal or company property, and does not assume any responsibility for theft,
2 damage, or vandalism occurring to said vehicles, equipment, and personal or company
3 property.

4 Lessee's use of the Leased Premises is subject to the Regulation for County
5 Airports attached hereto as Exhibit "B" and incorporated herein by this reference.

6 All vehicles related to Lessee's use and operation of the Leased Premises shall
7 be parked on or within the Leased Premises, display current license tags, and meet any
8 and all California environmental and insurance requirements. Lessee shall ensure the
9 safe operation of all Lessee vehicles and trailers and Lessee invitee/guest vehicles and
10 trailers while on the Leased Premises.

11 Should Lessee desire to use the Leased Premises in a manner not authorized
12 under the Lease, Lessee shall provide to Lessor a detailed description in writing of the
13 desired use, service and/or operation for Lessor's prior review and written approval, in
14 Lessor's sole and absolute discretion. The Lessor's approval of any change in the use
15 of the Leased Premises may, at Lessor's sole election, place additional specific
16 requirements on Lessee including, but not limited to, the types, limits, and conditions of
17 insurance provided under this Lease.

18 **4. Rent.**

19 (a) Lessee shall pay to Lessor initial monthly rent for the use and occupancy
20 of the Leased Premises in the amount of five hundred and 00/100 cents (\$500.00)
21 beginning month seven (7) of the Lease, as described in Exhibit "C," attached hereto and
22 incorporated herein.

23 (b) Rent is due and payable in advance on the first of each month. The
24 rent shall be considered delinquent if not paid by the 10th of the month.

1 (c) If the rent becomes delinquent, Lessee will be charged a late fee
2 equivalent to ten percent (10%) of the delinquent rental amount, exclusive of late fees,
3 for each month that rent is delinquent.

4 (d) The Rent shall increase by the payment schedule indicated on
5 Exhibit "C."

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

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

14 (b) Operate the Leased Premises without discrimination on the grounds
15 of race, religion, color or national origin or in any manner prohibited by 49 C.F.R. Part
16 21;

17 (c) Provide ground maintenance services for the grounds of the Leased
18 Premises at Lessee's own expense;

19 (d) Maintain the Leased Premises and approaches thereto in good,
20 safe and sanitary order, condition, and repair. Throughout the term of this Lease, Lessee
21 shall, at Lessee's sole cost and expense, maintain or cause to be maintained the Leased
22 Premises and the improvements now or hereafter located on the Leased Premises in
23 good and clean condition and repair, free of debris, and in compliance with (i) all
24 Governmental Restrictions (defined below), and (ii) all applicable rules, orders, and
25 regulations of any insurance company insuring all or any part of the Leased Premises or
26 the improvements thereon or both, and Lessee shall make or cause to be made whatever

1 repairs and replacements are required by such enactments or provisions or future
2 enactments or provisions. The term "Governmental Restrictions" used herein shall mean
3 and include any and all laws, statutes, official policies, ordinances, codes, formal
4 decrees, rulings, regulations, writs, injunctions, orders, rules, conditions of approval or
5 authorizations of any governmental entity, agency or political subdivision, now in force
6 or hereafter adopted, which are applicable to the Leased Premises or the use thereof as
7 of the date such term is being applied. If Lessee fails to perform Lessee's obligations,
8 Lessor shall have the right to enter upon the Leased Premises after thirty (30) days prior
9 written notice to Lessee (except in the event of an emergency, in which case no notice
10 shall be required), perform such maintenance and repair obligations on Lessee's behalf,
11 and Lessee shall be fully responsible for and shall promptly pay to Lessor an amount
12 equal to one hundred fifteen percent (115%) of all costs thereof. Lessee acknowledges
13 and agrees that failure to pay the aforementioned costs within thirty (30) days of written
14 notice shall constitute a default under this Lease. Lessor shall have no obligation to
15 maintain the Leased Premises pursuant to Section 26 below.

16 **6. Development of Improvements.** Lessee, at its sole cost and expense,
17 shall construct, or cause to be constructed, within the time periods set forth herein or as
18 provided by Lessor, the following improvements, which include, but are not limited to the
19 development of a multi-restaurant food court, façade improvements to the convenient
20 store, truck wash and maintenance shop, pavement repairs to the parking lot, and the
21 addition of alternative fueling infrastructure , all in accordance with Lessor requirements,
22 as more specifically described in the Scope of Work attached hereto as Exhibit "D" and
23 incorporated herein by this reference (collectively the "Improvements"). Lessee
24 acknowledges and agrees that any and all improvements, alterations, and installation of
25 fixtures located on the Leased Premises shall be subject to County Ordinance Nos. 348
26

1 and 457, as well as other applicable ordinances, and that Lessee shall fully comply with
2 such ordinances prior to the commencement of any construction in connection therewith.

3 (a) Phases. Without limiting Lessee's obligation to develop the
4 Improvements as required herein, Lessee shall develop the Improvements on the
5 Leased Premises in three (3) phases identified herein as "Phase I", Phase II", and "Phase
6 III". Lessee shall also have the option to complete further "Phases IV, V, VI, and VII"
7 subject to the approval of Lessor, not to be unreasonably withheld, provided that all
8 construction for Phase I shall be completed within twelve (12) months of the Effective
9 Date of this Lease, Phase II shall be completed within thirty-six (36) months of the
10 Effective Date of this Lease, and Phase III shall be completed within sixty (60) months
11 of the Effective Date of this Lease, and Phase IV, V, VI and VII, if pursued, shall be
12 completed at a time mutually approved by Lessor and Lessee to be decided after
13 completion of Phase III.

14 (b) Site Plan. Within three hundred and sixty-five (365) days of the
15 Effective Date of this Lease, Lessee shall submit to Lessor a development site plan ("Site
16 Plan") showing the location and dimensions of all planned improvements. The design
17 shall be satisfactory to and approved by the County of Riverside, Transportation and
18 Land Management Agency, Aviation Division and will work with Lessee to submit plans
19 and application to County for all related building permits. With Lessor's written approval,
20 which shall not be unreasonably withheld, the Site Plan may be revised by Lessee from
21 time to time during the Initial Term of the Lease. The Site Plan shall be incorporated into
22 this Lease and attached hereto as Exhibit "E," and incorporated herein.

23 (c) Full Construction Plans. Within six (6) months of approval of the Site
24 Plan by County of Riverside Transportation and Land Management Agency, Aviation
25 Division, Lessee shall submit a full set of construction plans to the County to obtain
26 building permits. Construction of Phase II shall commence within one hundred and

1 eighty (180) days following issuance of the requisite permits by the County, unless a
2 shorter period is specified by the permit in which case construction shall commence in
3 accordance with the permit requirements. Plans for all improvements are to be submitted
4 to Lessor for approval prior to start of any construction. Lessee shall submit construction
5 plans for Phase III within twenty-four (24) months of Effective Date of this Lease.

6 (d) Performance Bonds. Lessee shall obtain performance, material, and
7 labor payment bonds in the amounts required by law and determined by Lessor, and
8 shall furnish Lessor with copies thereof prior to the commencement of any construction
9 both on and off-site.

10 (e) Development Costs. All improvements are to be completed at Lessee's
11 sole cost, including but not limited to all on-site buildings and infrastructure, as well as
12 required off-site improvements associated with the development as depicted on the Site
13 Plan and subsequent amendments, if any. Lessee shall pay for construction of any
14 required utility extensions and hookups (including all related fees and charges) and any
15 access road improvements. Lessee shall pay all fees, permits and taxes related to the
16 development. Lessee shall independently verify availability of all services required.

17 (f) Utility Services. It is understood by the parties hereto that utility services
18 are available in the general vicinity of the Leased Premises, but in order for the on-site
19 improvements required herein to be fully usable and operational, Lessee, at its sole
20 expense, shall extend and/or connect, or cause to be extended and/or connected, such
21 utility service facilities that may be required or desired by Lessee in the use, operation,
22 and maintenance of such on-site improvements. Lessee shall pay all related fees and
23 charges related to such utility extensions and hookups. In addition to connection fees,
24 Lessee shall be responsible for payment for the use of such utilities. Lessee shall be
25 responsible for all connection costs and fees associated with any improvements beyond
26 those listed in this paragraph, including, but not limited to, water, sewer, electricity,

1 telephone, and gas service and internet. Scope and installation of all utilities shall be
2 submitted to Lessor on construction plans and shall be approved by Lessor prior to
3 connection.

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

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

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

21 (i) Force Majeure. "Force Majeure" means fires, explosions, strikes being
22 conducted on an industry-wide basis and that are not limited to Lessee's development,
23 unusually adverse weather conditions, acts of God, war, hostilities, invasion, riot, civil
24 insurrection, civil war, terrorist acts, ionizing radiation, contamination by radioactivity on
25 the Leased Premises from any nuclear fuel, radioactive toxic explosive or nuclear
26 explosive, epidemics, quarantine, plague, and any other event beyond the reasonable

1 control of Lessee (other than bad weather generally, insufficiency of funds, or changes
2 in the economic or business climate).

3 "Force Majeure Delay" means a delay due to Force Majeure that, in
4 each case, (a) materially adversely affects the performance by Lessee of its obligations
5 hereunder, (b) is not reasonably foreseeable and is beyond Lessee's reasonable control,
6 (c) despite the exercise of reasonable diligence, cannot be prevented, avoided or
7 removed by Lessee and is not attributable to the negligence, willful misconduct or bad
8 faith of Lessee, and (d) is not the result of the failure of Lessee to perform any of its
9 obligations under this Agreement. Notwithstanding the foregoing, a Force Majeure Delay
10 shall not be deemed to have occurred unless Lessee has notified Lessor in writing of
11 such occurrence of Force Majeure within fifteen (15) days after such occurrence and has
12 provided Lessor with the details of such event and the length of the anticipated delay
13 within an additional fifteen (15) days thereafter. During the occurrence and continuance
14 of a Force Majeure Delay, Lessee shall be excused from performance of its obligations
15 under this Agreement to the extent the Force Majeure prevents Lessee from performing
16 such obligations.

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

1 **8. Real Property Reversion.** During the term of this Lease, any new
2 improvements, alterations, and fixtures constructed by the Lessee on the Leased
3 Premises shall be owned by Lessee until the Lease is terminated, legally relinquished,
4 abandoned or expires (including any hold-over period). For purposes of this section,
5 "abandon" shall mean Lessee's vacation of the Leased Premises with an intention not to
6 perform the future obligations of the Lease. Upon Lessor's reasonable belief of Lessee's
7 abandonment, Lessor may give notice of belief of abandonment at any time after the rent
8 has been due and unpaid for at least sixty (60) days. In such event, if Lessee does not
9 respond to the notice of belief of abandonment, the Lease shall be deemed abandoned
10 by Lessee. Upon termination, relinquishment, abandonment or expiration of the Lease
11 (including any hold-over period), legal title to all improvements constructed by the Lessee
12 shall cease to exist, and all interest associated therewith shall revert to the Lessor free
13 and clear of any and all rights to possession and all claims to or against them by Lessee
14 or any third person or entity; provided that Lessor shall not have any rights to any trade
15 fixtures, machinery, inventory or equipment ("Equipment") owned by Lessee or its
16 customers except as otherwise provided in this Section. Lessee shall have the right to
17 provide third-persons or entities with UCC Filings on Equipment added to the Leased
18 Premises. At the expiration or earlier termination of this Lease, Lessee shall also
19 surrender to Lessor possession of the Leased Premises and all improvements
20 constructed thereon free and clear of all liens, encumbrances and mortgages. Lessee
21 shall have the full and exclusive use and enjoyment of such improvements, alterations,
22 and fixtures during the term of this Lease. At or prior to the expiration of this Lease,
23 Lessee shall remove, at its expense, such trade fixtures, machinery, inventory and
24 equipment (not including buildings and improvements affixed to the land), and surrender
25 the Leased Premises in good, safe and sanitary condition, subject to ordinary wear and
26 tear. In the event Lessee does not remove such trade fixtures within thirty (30) days

1 following written notice, they shall become the property of the Lessor for no further
2 consideration of any kind, and Lessee acknowledges and agrees that Lessor shall have
3 the right to charge Lessee for removal of any trade fixtures and/or improvements that so
4 remain by Lessee upon the expiration or early termination of the Lease. At Lessor's
5 request, Lessee shall execute and deliver to Lessor a quitclaim deed, both in
6 commercially reasonable form and as prepared by Lessor, in which Lessee shall
7 quitclaim any right, title or interest which Lessee may have or claim to have in the
8 Improvements.

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

19 **10. Lessor's Reserved Rights.**

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

1 however, that no such facilities or appurtenances shall unreasonably interfere with
2 Lessee's use of the Leased Premises, and Lessor shall reasonably coordinate with
3 Lessee in installing and maintaining any such facilities and appurtenances (including,
4 without limitation, compliance with this Section 10). Lessor also reserves the right to
5 grant easements and rights of way in, over and upon, along or across any and all portions
6 of said Leased Premises as Lessor may elect; provided, however, that no right of the
7 Lessor provided for in this paragraph shall be executed so as to interfere unreasonably
8 with Lessee's use hereunder or impair the security of any secured creditor of Lessee.
9 Lessor shall give Lessee at least thirty (30) days prior written notice of any such
10 installation or construction, diligently complete any such installation or construction and
11 cause the surface of the Leased Premises to be restored to its original condition (as it
12 existed prior to any such entry) upon the completion of any construction by Lessor or its
13 agents. In the event such construction renders any portion of the Leased Premises
14 unusable, the rent shall abate pro rata as to such unusable portion during the period of
15 such construction, provided that the foregoing shall not grant to Lessor any right to render
16 any portion of the Leased Premises unusable. Any right of Lessor set forth in this
17 paragraph shall not be exercised unless a prior written notice of thirty (30) days is given
18 to Lessee; provided, however, in the event such right must be exercised by reason of
19 emergency, then Lessor shall give Lessee such notice in writing as is reasonable under
20 the existing circumstances.

21 (b) During the time of war or national emergency, Lessor shall have the
22 right to lease the landing area of the Airport, or any part thereof, to the United States
23 Government ("Government") for military use and, if such lease is executed, the
24 provisions of this Lease insofar as they are inconsistent with the provisions of such lease
25 to the Government, shall be suspended. In that event, a just and proportionate part of
26

1 the rent hereunder shall be abated, unless Lessee otherwise elects, in Lessee's sole and
2 absolute discretion, to terminate this Lease.

3 (c) Notwithstanding any provisions herein, this Lease shall be
4 subordinate to the provisions of any existing or future agreement between Lessor and
5 the Government, relative to the operation or maintenance of the Airport, the terms and
6 execution of which have been or may be required as a condition precedent to the
7 expenditure or reimbursement to Lessor of federal funds for the development of said
8 airport.

9 (d) This Lease is subject to the provisions set forth in Exhibit "F"
10 (Federally Required Lease Provisions), attached hereto and incorporated herein by this
11 reference.

12 **11. Inspection of Premises.** Lessor, through its duly authorized agents, shall
13 have, upon twenty-four (24) hours' notice, during normal business hours, the right to
14 enter the Leased Premises for the purpose of inspecting, monitoring and evaluating the
15 obligations of Lessee hereunder and for the purpose of doing any and all things which it
16 is obligated and has a right to do under this provided that the inspection does not
17 unreasonably interfere with Lessee's business.

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

21 **13. Compliance with Government Regulations.** Lessee shall, at Lessee's
22 sole cost and expense, comply with the requirements of all local, state, and federal
23 statutes, regulations, rules, ordinances, and orders now in force or which may be
24 hereafter in force, pertaining to the condition, use or occupancy of the Leased Premises.
25 Lessee shall also comply with all rules and regulations of the Federal Aviation
26 Administration. The final judgment, decree, or order of any court of competent

1 jurisdiction, or the admission of Lessee in any action or proceedings against Lessee,
2 whether Lessee is a party thereto or not, that Lessee has violated any such statutes,
3 regulations, rules, ordinances, or orders in the use of the Leased Premises, shall be
4 conclusive of that fact as between Lessor and Lessee.

5 **14. Discrimination or Segregation**

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

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

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

1 participating in or receiving services or benefits of any program or activity covered herein
2 with respect to its use of the Leased Premises. Lessee further assures that it will require
3 that its subcontractors and independent contractors provide assurance to Lessee that
4 they similarly will undertake affirmative action programs and that they will require
5 assurances from their subcontractors and independent contractors, as required by 49
6 CFR, Part 21, to the same effect with respect to their use of the Leased Premises.

7 **15. Termination by Lessor.** Subject in all respects to Section 15 hereof
8 (including all notice and cure periods set forth therein), Lessor shall have the right to
9 terminate this Lease in its entirety in the event any of the following occur:

10 (a) In the event a petition is filed for voluntary or involuntary bankruptcy
11 for the adjudication of Lessee as debtors and, in the event of an involuntary bankruptcy,
12 is not dismissed within sixty (60) days of filing;

13 (b) In the event that Lessee sells, transfers, conveys or assigns its
14 interest in the Leased Premises (or any portion thereof) or in this Lease, or Lessee's
15 interest hereunder is assigned involuntarily or by operation of law for the benefit of
16 creditors;

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

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

20 (e) Failure of Lessee to maintain insurance coverage required herein
21 and to provide evidence of coverage to the Lessor;

22 (g) Lessee (or any successor in interest) assigns the Leased Premises
23 or any of Lessee's rights in and to the Leased Premises or any portion thereof or interest
24 therein, or the Lease or any portion hereof, except as permitted by this Lease;

1 (h) There is substantial change in the ownership of Lessee, or with respect
2 to the identity of the parties in control of Lessee, or the degree thereof contrary to the
3 provisions of Section 24 hereof;

4 (i) Intentionally deleted; or

5 (j) There is any other material default by Lessee under the terms of this
6 Lease which is not cured within the time provided herein.

7 **16. Termination by Lessee.** Lessee shall have the right to terminate this
8 Lease in the event any of the following occur:

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

16 **17. Holdover.** If Lessee fails to immediately surrender the Leased Premises
17 or any portion thereof at the expiration or termination of the Lease, then Lessee shall
18 pay rent (on a per-month basis, without reduction for any partial month) at a rate equal
19 to 100% of the rent applicable during the last calendar month of the term of the Lease.
20 Any such holdover shall be deemed to be a tenancy from month-to-month. Lessor's
21 acceptance of such rent shall not adversely affect Lessor's other rights and remedies
22 under the Lease, including Lessor's right to evict Lessee and to recover all damages. In
23 no event shall any holdover be deemed a permitted extension or renewal of the Lease,
24 and nothing contained in this Lease shall be construed to constitute Lessor's consent to
25 any holdover or give Lessee any right with respect to such holdover.

26 **18. Default.**

1 (a) Failure or delay by either Party to perform any term or provision of this
2 Lease constitutes a default under this Lease (subject to the notice and cure periods set
3 forth in paragraphs 18(b), (c), and (d) below). The Party who fails or delays must
4 commence to cure, correct or remedy such failure or delay and shall complete such cure,
5 correction or remedy with reasonable diligence.

6 (b) The injured Party shall give written notice of default to the Party in
7 default ("Notice of Default") pursuant to Section 37 below, specifying the default by the
8 injured Party. Failure or delay in giving such notice shall not constitute a waiver of any
9 default, nor shall it change the time of default. Except as otherwise expressly provided
10 in this Lease, any failures or delays by either Party in asserting any of its rights and
11 remedies as to any default shall not operate as a waiver of any default or of any such
12 rights or remedies. Delays by either Party in asserting any of its rights and remedies
13 shall not deprive either Party of its right to institute and maintain any actions or
14 proceeding which it may deem necessary to protect, assert or enforce any such rights or
15 remedies.

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

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

1 such notice is received, and the Party in default (1) initiates corrective action within said
2 period, and (2) diligently, continually, and in good faith works to effect a cure as soon as
3 possible, then the Party in default shall have such additional time as is reasonably
4 necessary to cure the default prior to exercise of any remedies by the injured Party, but
5 in no event no more than ninety (90) days from receipt of such notice of default from the
6 injured Party.

7 **19. Eminent Domain.** If any portion of the Leased Premises shall be taken by
8 eminent domain and a portion thereof remains which is usable by Lessee, in its
9 discretion, for the purposes set forth in Section 3, this Lease shall, as to the part taken,
10 terminate as of the date title shall vest in the condemnor, or the date prejudgment
11 possession is obtained through a court of competent jurisdiction, whichever is earlier,
12 and the rent payable hereunder shall abate pro rata as to the part taken. If all of the
13 Leased Premises are taken by eminent domain, or such part be taken so that the Leased
14 Premises are rendered unusable for the purposes set forth in Section 3 herein, this Lease
15 shall terminate. If a part or all of the Leased Premises be so taken, all compensation
16 awarded upon such taking shall be apportioned between Lessor and Lessee according
17 to law.

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

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

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

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

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

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

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

25 **21. Insurance.** Without limiting or diminishing the Lessee's obligation to
26 indemnify or hold the County harmless, Lessee shall procure and maintain or cause to

1 be maintained, at its sole cost and expense, the following insurance coverage's during
2 the term of this Agreement. As respects to the insurance section only, the County herein
3 refers to the County of Riverside, its Agencies, Districts, Special Districts, and
4 Departments, their respective directors, officers, Board of Supervisors, employees,
5 elected or appointed officials, agents or representatives as Additional Insureds.

6 A. Workers' Compensation:

7 If the LESSEE has employees as defined by the State of California, the Lessee
8 shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed
9 by the laws of the State of California. Policy shall include Employers' Liability (Coverage
10 B) including Occupational Disease with limits not less than \$1,000,000 per person per
11 accident. The policy shall be endorsed to waive subrogation in favor of The County of
12 Riverside. Policy shall name the County as Additional Insureds.

13 B. Commercial General Liability:

14 Commercial General Liability insurance coverage, including but not limited to,
15 premises liability, unmodified contractual liability, products and completed operations
16 liability, personal and advertising injury, and cross liability coverage, covering claims
17 which may arise from or out of Lessee's performance of its obligations hereunder. Policy
18 shall name the County as Additional Insured. Policy's limit of liability shall not be less
19 than \$2,000,000 per occurrence combined single limit. If such insurance contains a
20 general aggregate limit, it shall apply separately to this agreement or be no less than two
21 (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

22 C. Vehicle Liability:

23 If vehicles or mobile equipment are used in the performance of the obligations
24 under this Agreement, then Lessee shall maintain liability insurance for all owned, non-
25 owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence
26 combined single limit. If such insurance contains a general aggregate limit, it shall apply

1 separately to this agreement or be no less than two (2) times the occurrence limit. Policy
2 shall name the County as Additional Insureds.

3 D. General Insurance Provisions - All lines:

4 1) Any insurance carrier providing insurance coverage hereunder shall be
5 admitted to the State of California and have an A M BEST rating of not less than A: VIII
6 (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If
7 the County's Risk Manager waives a requirement for a particular insurer such waiver is
8 only valid for that specific insurer and only for one policy term.

9 2) The Lessee must declare its insurance self-insured retention for each coverage
10 required herein. If any such self-insured retention exceed \$500,000 per occurrence each
11 such retention shall have the prior written consent of the County Risk Manager before
12 the commencement of operations under this Agreement. Upon notification of self-insured
13 retention unacceptable to the County, and at the election of the County's Risk Manager,
14 Lessee's carriers shall either; 1) reduce or eliminate such self-insured retention as
15 respects this Agreement with the County, or 2) procure a bond which guarantees
16 payment of losses and related investigations, claims administration, and defense costs
17 and expenses.

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

1 If Lessee insurance carrier(s) policies does not meet the minimum notice requirement
2 found herein, Lessee shall cause Lessee's insurance carrier(s) to furnish a 30-day Notice
3 of Cancellation Endorsement.

4 4) In the event of a material modification, cancellation, expiration, or reduction in
5 coverage, this Agreement shall terminate forthwith, unless the County of Riverside
6 receives, prior to such effective date, another properly executed original Certificate of
7 Insurance and original copies of endorsements or certified original policies, including all
8 endorsements and attachments thereto evidencing coverage's set forth herein and the
9 insurance required herein is in full force and effect. Lessee shall not commence
10 operations until the County has been furnished original Certificate (s) of Insurance and
11 certified original copies of endorsements and if requested, certified original policies of
12 insurance including all endorsements and any and all other attachments as required in
13 this Section. An individual authorized by the insurance carrier to do so on its behalf shall
14 sign the original endorsements for each policy and the Certificate of Insurance.

15 5) It is understood and agreed to by the parties hereto that the Lessee's insurance
16 shall be construed as primary insurance, and the County's insurance and/or deductibles
17 and/or self-insured retention's or self-insured programs shall not be construed as
18 contributory.

19 6) If, during the term of this Agreement or any extension thereof, there is a material
20 change in the scope of services; or, there is a material change in the equipment to be
21 used in the performance of the scope of work; or, the term of this Agreement, including
22 any extensions thereof, exceeds five (5) years; the County reserves the right to adjust
23 the types of insurance and the monetary limits of liability required under this Agreement,
24 if in the County Risk Management's reasonable judgment, the amount or type of
25 insurance carried by the Lessee has become inadequate.

1 7) Lessee shall pass down the insurance obligations contained herein to all tiers
2 of subcontractors working under this Agreement.

3 8) The insurance requirements contained in this Agreement may be met with a
4 program(s) of self-insurance acceptable to the County.

5 9) Lessee agrees to notify County of any claim by a third party or any incident or
6 event that may give rise to a claim arising from the performance of this Agreement

7
8 d. General Insurance Provisions – All lines:

9 1. Any insurance carrier providing insurance coverage hereunder shall be
10 authorized to conduct business in the State of California and have an A M BEST rating
11 of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the
12 County Risk Manager. If the County's Risk Manager waives a requirement for a particular
13 insurer such waiver is only valid for that specific insurer and only for one policy term.

14 2. Lessee will be solely responsible for its self-insured retentions.

15 3. Lessee shall cause Lessee's insurance carrier(s) to furnish the
16 County of Riverside with either 1) a properly executed original Certificate(s) of Insurance
17 and original copies of relevant Endorsements, showing such insurance is in full force and
18 effect, and 2) the required policies of insurance shall contain the covenant of the
19 insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the
20 County of Riverside prior to cancellation of such insurance.

21 4. In the event of, cancellation, in coverage, this Lease shall terminate
22 forthwith, unless the County of Riverside receives, prior to such effective date, another
23 properly executed original Certificate of Insurance and original copies of relevant
24 endorsements, evidencing coverage's set forth herein and the insurance required herein
25 is in full force and effect. Lessee shall not commence operations until the County has
26 been furnished original Certificate(s) of Insurance and original copies of relevant

1 endorsements An individual authorized by the insurance carrier to do so on its behalf
2 shall sign the Certificate of Insurance.

3 5. It is understood and agreed to by the parties hereto that the Lessee's
4 insurance affording additional insured status shall be construed as primary insurance,
5 and the County's insurance and/or deductibles and/or self-insured retention's or self-
6 insured programs shall not be construed as contributory.

7 6. If, during the term of this Lease or any extension thereof, there is a material
8 change in the scope of services; or, there is a material change in the equipment to be
9 used in the performance of the scope of work; or, the term of the Lease, including any
10 extensions thereof, exceeds five (5) years; the County reserves the right to adjust the
11 types of insurance and the monetary limits of liability required under this Lease with
12 Lessee's mutual agreement, if in the County Risk Manager's reasonable judgment, the
13 amount or type of insurance carried by the Lessee has become inadequate.

14 7. Lessee shall pass down the insurance obligations contained herein to all
15 tiers of subcontractors working under this Lease.

16 8. The insurance requirements contained in this Lease may be met with a
17 program(s) of self-insurance

18 9. Lessee agrees to notify County of any claim by a third party or any incident
19 or event that may give rise to a claim arising from the performance of this Lease.

20 **22. Insurance for Sublessees and Contractors.** Lessee shall require each
21 of its sublessees and contractors to meet all insurance requirements imposed by this
22 Lease. These requirements, with the approval of the Lessor's Risk Manager, may be
23 modified to reflect the activities associated with the sublessee or contractor. On every
24 sublease or contract, the Lessee shall have the sublessee or contractor name the Lessee
25 and the Lessor by endorsement as an additional insured and/or have the sublessee or
26 contractor provide an endorsement waiving subrogation in favor of the Lessee and the

1 Lessor on every sublessee's or contractor's insurance policy, as applicable. Certificates
2 and endorsements evidencing compliance with this section will be provided to the Lessor
3 prior to the sublessee taking occupancy or contractor performing work on the Leased
4 Premises. Certificates and endorsements evidencing compliance with this section shall
5 be provided to Lessor within thirty (30) days of Lessor's written request or thirty (30) days
6 prior to the applicable insurance expiration date. Lessee shall provide Lessor with a
7 comprehensive list of subtenants that have occupied any portion of, or contractors that
8 have performed work on, the Leased Premises on June 1 of every Lease year and within
9 thirty (30) days of a written request from Lessor for the same.

10 **23. Acceptance of Premises.** As of the Commencement Date, Lessee, at
11 Lessee's sole expense, shall have investigated and approved the physical condition of,
12 and the condition of title with respect to, the Leased Premises. Lessor has provided to
13 Lessee without any representation or warranty all information in Lessor's possession or
14 control regarding the condition of the Leased Premises, including information concerning
15 hazardous substances and seismic faulting.

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

20 Lessor makes no representations, express or implied, with respect to the legality,
21 fitness, or desirability of the Leased Premises for Lessee's intended use. If Lessee
22 desires to do so, Lessee shall have the right to conduct its own investigation, to its
23 satisfaction, with respect to any matters affecting Lessee's ability to use the Leased
24 Premises for Lessee's intended use. Lessee represents that it has inspected the Leased
25 Premises and acknowledges and agrees that the Leased Premises shall be delivered
26 from Lessor to Lessee in an "as is" physical condition, with no warranty, express or

1 implied by Lessor as to the presence of hazardous substances, or the condition of the
2 soil, its geology or the presence of known or unknown faults, and fully assumes any and
3 all risk associated with the use thereof. Lessor shall not be liable to Lessee, its officers,
4 agents, employees, subcontractors or independent contractors for any bodily injury,
5 personal injury or property damage suffered by them or others which may result from
6 hidden, latent or other dangerous conditions in, on upon or within the Leased Premises.
7 If the condition of the Leased Premises is not in all respects entirely suitable for the use
8 or uses to which such Leased Premises will be put, then it is the sole responsibility and
9 obligation of Lessee to place the Leased Premises in all respects in a condition entirely
10 suitable for the development thereof, solely at Lessee's expense. Effective on the
11 Commencement Date, Lessee waives, releases and discharges Lessor, its Agencies,
12 Districts, Special Districts and Departments, their respective directors, officers, Board of
13 Supervisors, Board of Commissioners, elected and appointed officials, employees,
14 agents, representatives and attorneys, from any and all present and future claims,
15 demands, suits, legal and administrative proceedings, and from all liability for damages,
16 losses, costs, liabilities, fees and expenses (including without limitation, attorneys' fees)
17 arising out of in any way connected with the Lessor's or Lessee's use, maintenance,
18 ownership or operation of the Leased Premises or Airport, any hazardous substances
19 on the Leased Premises or Airport, or the existence of hazardous substances
20 contamination in any state on the Leased Premises or Airport, however the hazardous
21 substances came to be placed there. Lessee acknowledges that it is aware of and
22 familiar with the provisions of Section 1542 of the California Civil Code which provides
23 as follows:

24 A general release does not extend to claims that the creditor or releasing party
25 does not know or suspect to exist in his or her favor at the time of executing the release
26

1 and that, if known by him or her, would have materially affected his or her settlement
2 with the debtor or released party.

3 To the extent of the release set forth in this Section 23, Lessee hereby waives
4 and relinquishes all rights and benefits which it may have under Section 1542 of
5 California Civil Code.

6 Lessee Initials_____

7 The obligations of Lessee set forth in this Section 23 shall survive expiration of
8 this Lease or earlier termination thereof.

9 Notwithstanding anything to the contrary contained herein, Lessee shall not be
10 responsible or liable for any condition existing at the Leased Premises to the extent
11 arising (ii) from the negligence of any other party, including Lessor, the Indemnified
12 Parties.

13 **24. Assignment and Subletting.**

14 Lessee cannot assign, sublet, mortgage, hypothecate, or otherwise transfer in any
15 manner any of its rights, duties or obligations hereunder to any person or entity without
16 the written consent of County being first obtained, which consent shall not be
17 unreasonably withheld.

18 Lessee shall submit all documents pertaining to any such transaction referenced
19 in the foregoing paragraph to County for approval prior to entering into such agreements.
20 Lessee will submit executed subleases and all required certificates of insurance and
21 endorsements to insurance policies, as specified in Sections 21 and 22 of this Lease, to
22 County for approval prior to sublessees occupying the subleased premises.

23 In the event of any transfer as provided for in this Section, Lessee expressly
24 understands and agrees that it shall remain liable with respect to any and all the
25 obligations and duties contained in this Lease.

1 **25. No Right to Encumber.** Lessee shall not encumber the Leased Premises
2 or the Lessor's fee title interest in the Airport.

3 **26. Lessor's Nonresponsibility.** Notwithstanding any language to the herein,
4 during the term of this Lease, including any extensions, Lessor shall not be required to
5 maintain or make any repairs or replacements of any nature or description whatsoever to
6 the Leased Premises or the Improvements thereon, other than to repair any damage
7 which is actually caused by Lessor or its employees, contractors, representatives, or any
8 of the Indemnified Parties.

9 **27. Estoppel Certificate.** Each Party shall, at any time during the term of the
10 Lease, execute and deliver a statement in writing certifying that this Lease is unmodified
11 and in full force and effect, or if modified, stating the nature of such modification, which
12 statement or certificate shall be submitted to such requesting Party within fifteen (15)
13 working days of receipt of written notice (or as soon as reasonably possible) from the
14 other Party. The statement shall include other details requested by the other Party as to
15 the date to which rent and other charges have been paid, and the knowledge of the other
16 Party concerning any uncured defaults with respect to obligations under this Lease and
17 the nature of such defaults, if they are claimed. Any such statement may be relied upon
18 conclusively by any prospective purchaser, encumbrancer, or sublessee of the demised
19 premises or any portion thereof.

20 **28. Toxic Materials.** During the term of this Lease and any extensions
21 thereof, Lessee shall not violate any federal, state, or local law, or ordinance or regulation
22 relating to industrial hygiene or to the environmental condition on, under or about the
23 Leased Premises including, but not limited to, soil, air, and groundwater conditions.
24 Further, Lessee, its successors, assigns and sublessee shall not use, generate,
25 manufacture, produce, store or dispose of on, under, or about the Leased Premises or
26 transport to or from the Leased Premises any flammable explosives, asbestos,

1 radioactive materials, hazardous wastes, toxic substances or related injurious materials,
2 whether injurious by themselves or in combination with other materials (collectively,
3 "hazardous materials") other than in compliance with all applicable laws. For the purpose
4 of this Lease, hazardous materials shall include, but not be limited to, substances defined
5 as "hazardous substances," "hazardous materials," or "toxic substances" in the
6 Comprehensive Environmental Response, Compensation and Liability Act of 1980, as
7 amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act,
8 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42
9 U.S.C. Section 6901, et seq.; and those substances defined as "hazardous wastes" in
10 Section 25117 of the California Health and Safety Code or as "hazardous substances"
11 in Section 25316 of the California Health and Safety Code; and in the regulations
12 adopted in publications promulgated pursuant to said laws now and in the future.

13 **29. National Pollution Discharge Elimination System (NPDES) Permit.**

14 Lessee acknowledges, understands and agrees that it shall comply with California State
15 Water Resources Control Board general permit requirements now and in the future
16 relating to storm water discharges associated with all activities conducted on the Leased
17 Premises. Lessee further acknowledges, understands and agrees that it shall secure
18 any and all required storm water permits and comply with all applicable rules and
19 regulations, including, but not limited to, the implementation of Best Management
20 Practices, Best Available Technology Economically Achievable, and Best Conventional
21 Pollutant Control Technology as required by the Clean Water Act.

22 **30. Free from Liens.** Lessee shall pay, when due, all sums of money that may
23 become due for any labor, services, material, supplies, or equipment, alleged to have
24 been furnished or to be furnished to Lessee, in, upon, or about the Leased Premises,
25 and which may be secured by a mechanics, materialmen's or other lien against the
26 Leased Premises or Lessor's interest therein, and will cause each such lien to be fully

1 discharged and released at the time the performance of any obligation secured by such
2 lien matures or becomes due; provided, however, that if Lessee desire to contest any
3 such lien, it may do so, but notwithstanding any such contest, if such lien shall be
4 reduced to final judgment, and such judgment or such process as may be issued for the
5 enforcement thereof is not promptly stayed, or is so stayed, and said stay thereafter
6 expires, then and in such event, Lessee shall forthwith pay and discharge said judgment.

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

16 **31. Employees and Agents of Lessee.** It is understood and agreed that all
17 persons hired or engaged by Lessee shall be considered to be employees or agents of
18 Lessee and not of Lessor. Lessee is a corporation duly formed in California, in good
19 standing under the laws of the State of California, has full legal right, power, and authority
20 to enter into this Lease and to carry out and consummate all transactions contemplated
21 by this Lease, and by appropriate action has duly authorized the execution and delivery
22 of this Lease. Further, Lessee will take those actions required to remain in good standing
23 under the laws of the state of California during the term of this Lease. It is expressly
24 understood and agreed that Lessee (including its employees, agents and
25 subcontractors) shall in no event be entitled to any benefits to which Lessor employees
26 are entitled, including but not limited to overtime, any retirement benefits, worker's

1 compensation benefits, and injury leave or other leave benefits. There shall be no
2 employer-employee relationship between the Parties, and Lessee shall hold Lessor
3 harmless from any and all claims that may be made against Lessor based upon any
4 contention by a third party that an employer-employee relationship exists by reason of
5 this Lease.

6 **32. Binding on Successors.** Lessee, its assigns and successors in interest,
7 shall be bound by all the terms and conditions contained in this Lease, and all of the
8 parties thereto shall be jointly and severally liable hereunder.

9 **33. Waiver of Performance.** Any waiver by either party of any breach of any
10 one or more of the terms of this Lease shall not be construed to be a waiver of any
11 subsequent or other breach of the same or of any other term of this Lease. Failure on
12 the part of either party to require exact, full and complete compliance with any terms of
13 this Lease shall not be construed as in any manner changing the terms or preventing
14 such party from enforcement of the terms of this Lease.

15 **34. Severability.** In the event any provision of this Lease is held by a court of
16 competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will
17 nevertheless continue in full force without being impaired or invalidated in any way.

18 **35. Jurisdiction and Venue.** This Lease is construed under the laws of the
19 State of California. The Parties agree to the jurisdiction and venue of the Superior Court
20 in the County of Riverside, State of California. Any action at law or in equity brought by
21 either of the Parties hereto for the purpose of enforcing a right or rights provided for by
22 this Lease shall be tried in a Court of competent jurisdiction in the County of Riverside,
23 State of California, and the Parties hereby waive all provisions of law providing for a
24 change of venue in such proceedings to any other county.

25 **36. Attorney's Fees.** In the event of any litigation or arbitration between
26 Lessee and Lessor to enforce any of the provisions of this Lease or any right of either

1 Party hereto, the unsuccessful Party to such litigation or arbitration agrees to pay to the
2 successful Party all costs and expenses, including reasonable attorney's fees, incurred
3 therein by the successful Party, all of which shall be included in and as a part of the
4 judgment or award rendered in such litigation or arbitration.

5 **37. Notices.** Any notices required or desired to be served by either Party upon
6 the other shall be addressed to the respective Parties as set forth below:

7 LESSOR

8 County of Riverside, TLMA
9 Aviation Division
4080 Lemon Street, 14th Floor
Riverside, CA 92501
Attn: Angela Jamison,
County Airport Manager

LESSEE

Bylthe 10, Inc.
PO Box 4359,
Chatsworth, CA 91313
Attn: Money Samra
Phone 818.518.8648

12 or to such other addresses as from time to time shall be designated by the respective
13 Parties. A change of notification address is required in writing and must be delivered to
14 the other Party.

15 Formal notices, demands and communications between Lessor and Lessee shall
16 be sufficiently given if dispatched by registered or certified mail, postage prepaid, return
17 receipt requested, to the offices of the Lessor and Lessee, as designated in this Section
18 37. Any notice that is transmitted by electronic facsimile transmission followed by
19 delivery of a "hard" copy, shall be deemed delivered upon its transmission; any notice
20 that is personally delivered (including by means of professional messenger service,
21 courier service such as United Parcel Service or Federal Express, or by U.S. Postal
22 Service), shall be deemed received the day after the documented date of delivery; and
23 any notice that is sent by registered or certified mail, postage prepaid, return receipt
24 required shall be deemed received on the second day of delivery.

1 Lessor shall use good faith efforts to deliver copies of any notices of default
2 delivered to Lessee to the encumbrancer, at such addresses for receipt of notice as shall
3 be provided to the Lessor in writing.

4 **38. Paragraph Headings.** The paragraph headings herein are for the
5 convenience of the Parties only, and shall not be deemed to govern, limit, modify or in
6 any manner affect the scope, meaning or intent of the provisions or language of this
7 Lease. The terms "Paragraph" and "Section" may be used interchangeably in this
8 Agreement.

9 **39. County's Representative.** Lessor hereby appoints the individual(s)
10 charged with oversight and management of real property matters for the County of
11 Riverside, or their designee(s), as its authorized representative to administer this Lease.

12 **40. No Partnership.** Nothing contained in this Lease shall be deemed or
13 construed to create a lending partnership, other partnership, joint venture, or any other
14 relationship between the Parties hereto other than lessor and lessee according to the
15 provisions contained herein, or cause Lessor to be responsible in any way for the debts
16 or obligations of Lessee, or any other party.

17 **41. Non-liability of Lessor Officials and Employees.** No member, official,
18 employee or consultant of Lessor shall be personally liable to the Lessee, or any
19 successor in interest, in the event of any default or breach by the Lessor or for any
20 amount which may become due to the Lessee or to its successor, or on any obligations
21 under the terms of this Lease.

22 **42. Agent for Service of Process; Lessee Authority to Enter into Lease.**
23 It is expressly understood and agreed that, in the event Lessee is not a resident of the
24 State of California or it is an association or partnership without a member or partner
25 resident of the State of California, or it is a foreign corporation, then in any such event,
26 Lessee shall file with County of Riverside's clerk, upon its execution hereof, a designation

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

11 **43. FAA Consent to Lease.** Lessee acknowledges that the Blythe Airport was
12 transferred to the Lessor by the Federal Government and, as such, may require FAA
13 consent to the Lease. If so required, the Federal Government's approval shall be
14 considered a condition precedent to the effectiveness of this Lease.

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

23 **45. Construction of Lease.** The Parties hereto negotiated this Lease at arm's
24 length and with the advice of their respective attorneys, and no provisions contained
25 herein shall be construed against Lessor solely because it prepared this Lease in its
26 executed form.

1 **46. Effective Date.** The effective date ("Effective Date") of this Lease is the
2 date this Lease is executed by the Chairman of the Riverside County Board of
3 Supervisors.

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

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

3
4 LESSOR:
5 COUNTY OF RIVERSIDE, a
6 political subdivision of the State of
7 California

LESSEE:
BLYTHE 10, INC.,
A CALIFORNIA CORPORATION

8 By: V. Manuel Perez
9 V. Manuel Perez
10 Chairman, Board of Supervisors

By: Justin S. Samra
JAGTAR SAMRA

11 Its: PRESIDENT

12 Date: 2/25/2025

13 Date: 02/13/25

14
15 ATTEST:
16 Kimberly Rector
17 Clerk of the Board

18
19 By: [Signature]
20 Deputy

21
22 APPROVED AS TO FORM:
23 Minh C. Tran, County Counsel

24
25 By: [Signature]
26 Ryan abko
Deputy County Counsel

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Exhibit "A"
Depiction of Leased Premises

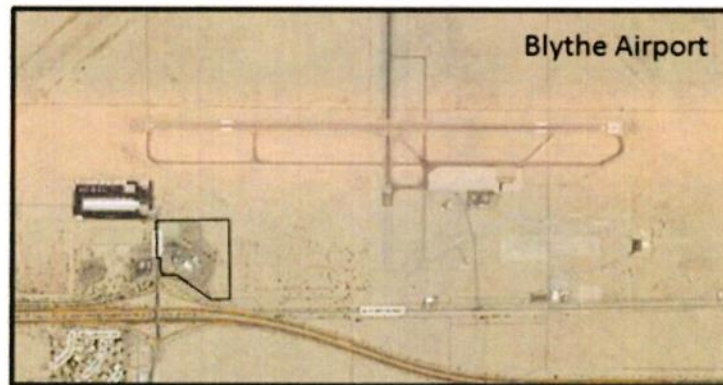


Exhibit "B"
Regulation for County Airports

(Attached behind)

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COUNTY ORDINANCE No. 576
AND
RULES AND REGULATIONS
FOR
OPERATION OF COUNTY AIRPORTS

A cordial welcome to all users of the airports owned/operated by the County of Riverside.

The Riverside County Airports Department is engaged in the promotion and accommodation of air commerce and business as well as recreational flying. County Ordinance No. 576, and the Rules and Regulations thereby implemented, are intended to assure orderly and safe operations at the County's airports. The rights, privileges and obligations of the airports' users are listed for the protection of all persons.

ORDINANCE NO. 576

AN ORDINANCE OF THE COUNTY OF RIVERSIDE

REGULATING COUNTY AIRPORTS

The Board of Supervisors of the County of Riverside, State of California, do ordain as follows:

ARTICLE I
GENERAL PURPOSE

Section 101. The purpose of this ordinance is to provide minimum standards to safeguard life, limb, property and public welfare by regulating and controlling the various activities on airports, heliports or STOLports owned or operated, or both by the County of Riverside.

ARTICLE II
GENERAL PURPOSE

Section 201. Whenever in this ordinance the following terms are used, they shall have the meanings respectively ascribed to them in this section.

- a) "Airport" is any airport, heliport or STOLport owned or operated, or both owned and operated, by the County.
- b) "County" is the County of Riverside.
- c) "Director" is the Airports Director of the County, or his designated representative.
- d) "Person" is any individual, firm, partnership, joint venture, corporation, association, joint stock association, political party, club, organization or trust, and includes any trustee, assignee, or similar representative thereof.

ARTICLE III
GENERAL PROVISIONS

Section 301. The provisions of this ordinance and the regulations prescribed pursuant to this ordinance are imposed by County as conditions for the privilege of entering upon or using any airport.

Section 302. The Director shall have the authority and the duty to prescribe reasonable regulations relating to the use of any airport by the public. Any such regulations shall first be submitted to the Riverside County Airport Commission for its recommendations, and thereafter, such regulations shall be submitted to the Board of Supervisors for approval before taking effect. All regulations so prescribed and approved shall be filed in the office of the Director, made available for public inspection and publicly posted at each airport.

Section 303. In the event the Director determines that the provisions of any regulation prescribed pursuant to this ordinance would, if enforced, cause unnecessary hardship or practical difficulties inconsistent with economic feasibility, or would do manifest injustice, or impose a burden upon any person disproportionate to any benefit to the general

public or the an airport, he may grant for a period not to exceed 60 days, an exception or variance to such provision or regulation, but only to the extent that such exception or variation does not violate any other ordinance, or any State or Federal Statute or regulation.

Section 304. The provisions of this ordinance and the regulations prescribed pursuant to this ordinance are a supplement to any other local laws or ordinances, including State and Federal statutes and regulations, that may be in effect and in no manner will these provisions and regulations be construed to reduce or limit the authority of said ordinances, statutes and regulations.

ARTICLE IV SEVERABILITY

Section 401. If any section, subsection, paragraph, sentence, clause or phrase contained in this ordinance, or in any regulation prescribed pursuant thereto, is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance or of any regulation prescribed pursuant thereto, it being expressly declared that this ordinance and the regulations prescribed pursuant thereto and each section, subsection, paragraph, sentence, clause and phrase thereof would have been adopted, irrespective of the fact that one or more other section, subsection, paragraph, sentence, clause or phrase be declared invalid or unconstitutional.

ARTICLE V PENALTY FOR VIOLATION

Section 501. Any person violating any of the provisions of this ordinance and the regulations prescribed pursuant to this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not more than \$500.00 or by imprisonment in the County jail for a period not exceeding six months or by both such fine and imprisonment. A separate offense shall be deemed to have been committed for each day that such violation continues.

ARTICLE VI EFFECTIVE DATE

Section 601. This ordinance shall take effect 30 days after its adoption.

BOARD OF SUPERVISORS OF THE COUNTY OF RIVEERSIDE, STATE OF CALIFORNIA

By: Walt Abraham, Chairman, Board of Supervisors.

Dated: February 27, 1979

REGULATIONS FOR COUNTY AIRPORTS

The following regulations are prescribed for County Airports pursuant to Section 302 of County Ordinance No. 576:

SECTION A. DEFINITIONS. Whenever the following terms are used in these regulations, they shall have the meanings respectively ascribed to them in this section.

- 1) "Aircraft" is any manned contrivance used or designed for navigation of, or flight in, the air.
- 2) "Air Operations Area" includes the runways and taxiways of an airport and all aircraft surface maneuvering areas.
- 3) "Airport" is any airport, heliport or STOLport owned or operated, or both owned and operated, by the County.
- 4) "Board" is the Board of Supervisors of the County of Riverside.
- 5) "County" is the County of Riverside.
- 6) "Director" is the Airports Director of the County, or his designated representative.
- 7) "Person" is any individual, firm, partnership, joint venture, corporation, association, joint stock association, political party, club, organization or trust, and includes any trustee, assignee or similar representative thereof.
- 8) "Vehicle" is any device in, upon or by which any person or property may be propelled, moved or drawn upon a highway or the surface areas of an airport.

SECTION B. GENERAL AIRPORT REGULATIONS.

- 1) Each airport shall be open for public use at such hours, and subject to such restrictions as are necessary in the interest of safety, as may be determined by the Director.
- 2) Any permission granted by the County or Director, either directly or indirectly, expressly or by implication, to any person to enter upon or use an airport, or a portion thereof, is conditioned upon compliance with the provisions herein, entry upon, or use of, and airport, or a portion thereof, shall constitute an agreement by any person to comply with such regulations.
- 3) Every person exercising the privilege of entering upon or using an airport does so at his own risk without liability to the County, its agents and employees for any loss, damage, or injury to person or property resulting therefrom.
- 4) Any person desiring to use an airport, or any portion thereof, for any revenue producing activity shall file an application for an appropriate permit, license, or agreement with, and on forms prescribed by, the

Director and shall pay the fees, rates or charges as established by resolution of the Board. Because of the nature of a particular activity, there may be additional or special requirements for a permit, license or agreement, such as insurance, equipment, inspections, approved performance bonds, or whatever may be required for the protection of the public and the County.

- 5) No person shall solicit at any airport in any manner or for any purpose, not otherwise protected or exempt under applicable federal, state or local law, without first obtaining permission in writing from the Director. Such soliciting shall be carried out in the manner and at such locations and times as prescribed by the Director.
- 6) No person shall perform a parachute jump except under emergency conditions or operate an airship, a balloon, hang glider, a model aircraft or similar contrivance upon any airport without first obtaining permission in writing from the Director.
- 7) No person shall post, distribute or display any signs, posters, advertisements, circulars, printed or written matter of any type at any airport with out first obtaining permission in writing, from the Director. The provision of this Subsection 7 shall not apply to any person who posts, distributes or circulates such printed matter within the interior spaces of a building which are being leased by such person or to any person who distributes displays or circulates printed or written matter otherwise protected or exempt under applicable federal, state or local law.
- 8) No person shall enter any restricted area at any airport posted as limited to "Authorized Persons Only," "Closed" or similar working without authorization from the Director or by County's lessee of such area.
- 9) No person shall willfully abandon any personal property on any airport.
- 10) No person shall hunt, pursue, trap, catch, injure or kill any bird or animal, conduct target practice or discharge firearms on any airport without authorization from the Director.
- 11) No person shall place or deposit, or leave to be placed or deposited, any garbage, refuse, papers or other materials at any airport except in receptacles provided for that purpose.

SECTION C. AIRCRAFT OPERATIONS AND FACILITIES REGULATIONS

- 1) No person shall navigate any aircraft to, on, from or over any airport nor service, repair or maintain any aircraft on any airport, except in conformity with the rules and regulations prescribed by the Federal Aviation Administration of the United States of America and the Department of Transportation of the State of California and the regulations prescribed herein, presently in effect or hereinafter promulgated or prescribed.
- 2) Aircraft shall be operated on the ground or in flight in a manner that will create the least amount of noise commensurate with safe operation.
- 3) No person shall operate at any airport an aircraft that is not equipped with effectively functioning wheel brakes.
- 4) No person shall operate at any airport an aircraft equipped with a tail skid in place of a tail wheel.

- 5) Taxing aircraft shall yield the right-of-way to emergency vehicles.
- 6) Aircraft shall be taxied at a safe and reasonable speed commensurate with existing conditions and with due regard for other persons and property.
- 7) Aircraft shall not be taxied into or out of any repair or storage hangar. Aircraft engines shall not be operated within any hangars.
- 8) Formation take-offs and landings are prohibited.
- 9) No person shall perform any aircraft aerobatics over any airport or within established aircraft traffic patterns.
- 10) All aircraft shall be operated in such a manner as to conform to established traffic patterns.
- 11) No engine in an aircraft shall be started or operated unless a competent person is at the aircraft controls and the aircraft is adequately restrained in place. Aircraft engines shall not be operated in such a manner as to endanger life or property.
- 12) In the event of an emergency, performance of repairs or maintenance to an airport, or any portion thereof, or any other matter incidental to the proper operation of an airport, the Director may direct that an aircraft be moved from such airport or moved to another location at such airport. The owner or operator of an aircraft shall promptly remove or move such aircraft if so directed by the Director, and in the event such aircraft is not removed or moved, the Director may take whatever action is necessary to remove or move the aircraft, at the expense of the owner or operator, and without liability to the County, its officers, employees or agents, for any and all damages which may result there from.
- 13) In the event of an accident, the owner or operator shall be responsible for the prompt removal of damaged or disabled aircraft, or parts thereof, unless required or directed to delay such action pending an investigation. In the event it becomes necessary, the Director may take whatever action is necessary to move such damaged or disabled aircraft, or parts thereof, at the expense of the owner or operator, and without liability to the County, its officers, employees or agents, for any and all damages which may result therefrom.
- 14) No aircraft shall be left unattended unless it is properly secured in place.
- 15) No person shall base an aircraft at any airport unless such aircraft has been registered with the Director or the fixed based operator leasing an area within an airport where such aircraft is to be based.
- 16) Aircraft based at any airport shall be parked only in an aircraft parking area or hangar so designed for that purpose.
- 17) Transient aircraft shall be parked only in a transient parking area so designated for that purpose.
- 18) No ladders, cans, boxes, or other materials of any nature shall be left in any areas adjacent to or on the exterior of, any storage areas for aircraft without prior approval of the Director.

SECTION D. VEHICLE REGULATIONS

- 1) Vehicles shall be operated at an airport in strict compliance with the motor vehicles laws of the State of California and local jurisdictions and

the regulations prescribed herein, presently in effect or hereinafter promulgated or prescribed.

- 2) No person shall operate a vehicle within the air operations area at any airport without authorization from the Director except governmental officers and employees in the performance of their duties.
- 3) Any person authorized to operate a vehicle within the air operation area shall display a ramp flag on the outside of said vehicle in accordance with the rules and regulations prescribed by the Federal Aviation Administration of the United States, or said vehicle shall be equipped with an amber or red rotating beacon on the outside thereof.
- 4) Any person authorized to operate a vehicle within the air operations area shall exercise extreme caution at all times so as to keep clear of aircraft and shall yield the right-of-way to aircraft.
- 5) Vehicles shall be operated on established streets and roadways in strict compliance with the speed limits posted on traffic signs and, in any event, not in excess of 25 miles per hour and in a safe and reasonable manner.
- 6) Vehicles shall not be parked on an airport other than in the manner and at the locations so designated for such parking.

SECTION E. FIRE PREVENTION REGULATIONS

- 1) No aircraft shall be fueled or drained while the engine or electrical equipment is operating or while an aircraft, or any portion thereof, is within a hangar or other enclosed space.
- 2) During all fueling operation, the aircraft and fuel dispensing equipment shall be grounded in such a manner so as to eliminate static electrical hazards.
- 3) Any person engaged in fueling operations shall exercise due care to prevent the overflow of fuel.
- 4) Smoking, open flames, flame producing devices or other sources of ignition shall not be permitted within 50 feet of any fueling operation or of any fuel storage area or fuel vehicle.
- 5) No aircraft shall be started while there is fuel on the ground, under or otherwise within close proximity of such aircraft.
- 6) Hangar floors shall be kept clean and free of oil, and no volatile or flammable substance shall be used for cleaning purposes in hangars or other enclosed spaces.
- 7) Degreasing of aircraft or aircraft engines shall be performed only in the areas so designated for such purpose.
- 8) No boxes, crates, paper or other rubbish or litter of any kind shall be permitted to accumulate at any airport, and any cans, bottles or other container containing oil, paint, dope, varnish or similar flammable substances shall be removed from hangars or other enclosed spaces immediately upon being emptied of any such substances.
- 9) No substance of any nature shall be stored in such a manner so as to constitute a fire hazard or to prevent access to hangars or other enclosed spaces by fire fighting personnel or equipment.
- 10) Any person leasing space at an airport who uses or causes to be used flammable substances within such space shall (a) provide suitable

metal or metal-lined receptacles with tight fitting covers for the collection and storage of oily waste rags and other flammable rubbish and, (b) provide and maintain in proper working order adequate and readily accessible fire extinguishers.

The foregoing Regulations for County Airports are hereby approved.

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

By: Walt Abraham, Chairman, Board of Supervisors

Dates: June 12, 1979

FIRST AMENDMENT TO REGULATIONS
FOR COUNTY AIRPORTS

The Regulations for County Airports heretofore approved by the Board of Supervisors on July 12, 1979, are hereby amended by adding subsection (12) to Section B thereof to read:

(12) Any person subject to aircraft landing fees or instrument landing system fees, or both such fees, as established by resolution of the Board for any airport, shall pay such fees promptly, such fees shall be publicly posted at each airport where such fees are applicable.

The foregoing First Amendment to Regulations for County Airports is hereby approved.

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

By: A. A. McCandless, Chairman, Board of Supervisors

Dated: April 14, 1981

Exhibit "C"
Rent Schedule

Time Period	Schedule Rate
Months 0-6	No Lease Amount
months 7-12	\$500/month
Year 2	\$2500/month
Year 3	\$4000/month
Year 4	\$5000/month
Year 5	\$6000/month
Year 6	\$7000/month
Year 7	\$8000/month
Year 8	\$9000/month
Year 9	\$10,000/month
Year 10	\$11,000/month
Year 11	\$11,500/month
Year 12	\$12,000/month
Year 13	\$12,500/month
Year 14	\$13,000/month

Year 15	\$13,500/month
Year 16	\$14,000/month
Year 17	\$14,500/month
Year 18	\$15,000/month
Year 19	\$15,500/month
Year 20	\$16,000/month
Year 21	\$16,500/month
Year 22	\$17,00/month
Year 23	\$17,500/month
Year 24	\$18,000/month
Year 25	\$18,500/month
Year 26	\$19,000/month
Year 27	\$19,500/month
Year 28	\$20,000/month
Year 29	\$20,500/month
Year 30	\$21,000/month

Following the end of the thirty (30) year base, tenant will have the exclusive option to execute on a ten (10) year option. This option will come with a 10% increase from previous year lease schedule. (\$2,100/mo lease increase) Lease would be \$23,100/mo for Years 31 – 40.

Following the end of first lease option, tenant will have the exclusive option to execute on the second ten (10) year option. This option will come with a 10% increase from previous year lease schedule. (\$2,310/mo lease increase) Lease would be \$25,410/mo for Years 41 – 50.

Exhibit D
Scope of Work

_____, shall accomplish all improvements as defined in the lease according to the following Scope of Work and schedule below.

PHASE I – Shall be completed within twelve (12) months from the Effective Date of this Lease.

- Initiate Operation Transition - Set up store operation procedures and licensing process (business license, Sales Tax Certificate, Health Permit, AQMD permit, weights and measures, and all other permits and licenses).
- Emergency Repairs – Review and contract for immediate repairs to plumbing, electrical and mechanical. Ensure compliance with fire, life and safety requirements.
- Feasibility Period – Research and review site opportunities.
- Site Plans and Constructions Plans Development – Contract with licensed Professional Architect and Engineer to develop the site and construction plans.

PHASE II – Shall be completed within thirty-six (36) months from the Effective Date of this Lease.

- Convenient Store Improvements – Installation of new equipment, such as coffee, slushie and soda machines, and new coolers. Improvements to the exterior Façade, which will include plastering and new paint.
- Food Court Addition – Lessee will improve the restaurant section of the convenient store to accommodate multiple restaurants. The improvements will include, but not be limited to plumbing, electrical, and the removal or addition of partition walls.
- Truck Repair and Wash- Remodel of the truck repair and wash shop, and modernization of all equipment (i.e. tool kits, lifts, wash tanks, pressure washers, etc.) as necessary. Improvements to the exterior Façade, which will include plastering and new paint.

PHASE III – Shall be completed within sixty (60) months from the Effective Date of this Lease.

- Parking Lot Repair/Expansion – Repair the existing parking lot pavement and update existing parking lot lines and markings. Add additional pavement to the Leased Premises to accommodate overflow parking.
- Alternative Fuel Improvements - would be the commencement of transformation of this truck stop into an 'Energy Station,' where plans of transitioning the site from just being a Gas station to an Energy Stop will be considered. The electric charging stations would accommodate 120 kW DC Fast Charging which would attract the electric vehicles at this location and further boost the in-store sales volume. Potentially install about 4-10 supercharging stations. Explore additional fueling options such as E-85 and CNG.

1 OPTIONAL:

2 PHASE IV - This phase will consist of constructing hotel amenities or a temporary housing
3 facility for the travelers to rest. Another part of this phase would be the construction of RV
4 parking and long-term boat/RV storage depending upon the site feasibility and permissions from
5 the county and governing authorities. This operation may be structured as outright ownership,
6 JV, lease and/or revenue share agreement. This phase shall be completed at a time mutually
7 approved by Lessor and Lessee to be decided after completion of Phase III.

8 PHASE V – This phase will consist of adding solar panels and potentially battery storage.
9 System may be bought/owned outright or by others under a Power Purchase Agreement. This
10 phase shall be completed at a time mutually approved by Lessor and Lessee to be decided after
11 completion of Phase III.

12 PHASE VI – This phase will consist of road service and an impound yard. This consists of
13 acquiring road service trucks to provide mobile service. The Leased Premises will be utilized as
14 a base for these vehicles. The impound yard may leased out to interested parties (CHP, 3rd
15 party, etc). This phase shall be completed at a time mutually approved by Lessor and Lessee to
16 be decided after completion of Phase III.

17 PHASE VII – This phase shall consist of urgent care/health services provided for over the road
18 truckers, traveling public and local Blythe community. This operation may be structured as
19 outright ownership, JV, lease and/or revenue share agreement. This phase shall be completed
20 at a time mutually approved by Lessor and Lessee to be decided after completion of Phase III.
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Exhibit E

Site Plan

(Attached behind)

Exhibit F

Federally Required Lease Provisions

(Attached behind)

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FEDERALLY REQUIRED LEASE PROVISIONS

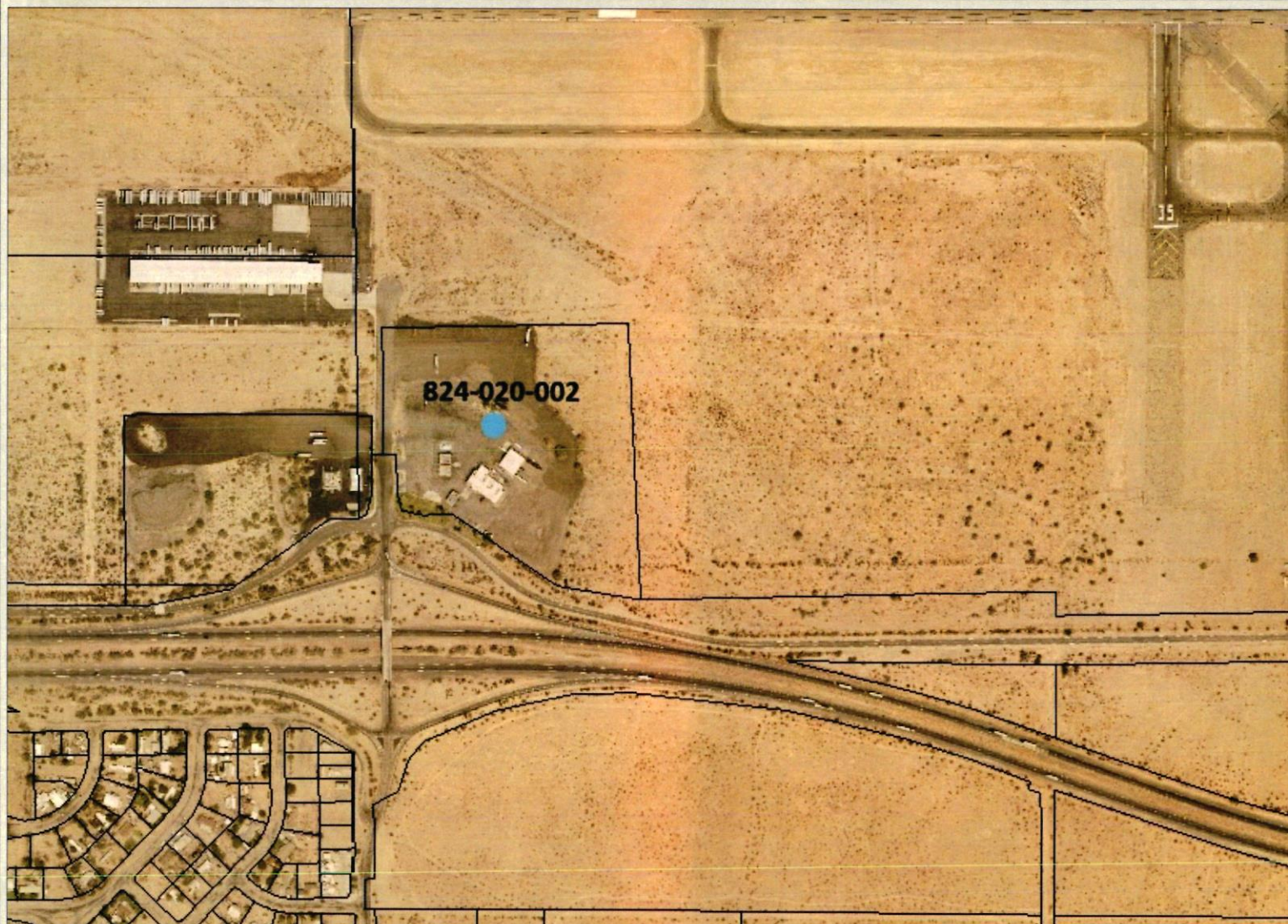
1. The Lessee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said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

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

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

Blythe Airport Lease Agreement - Blythe 10, Inc.

17970 W Hobson Way, Blythe, CA 92225



Legend

- ☐ Parcels
- Blueline Streams
- City Areas
- World Street Map



IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

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Notes

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