

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



ITEM: 3.48
(ID # 29508)

MEETING DATE:
Tuesday, December 16, 2025

FROM : TLMA - AVIATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/AVIATION: Approval of the Jacqueline Cochran Regional Airport Ground Lease Agreement between the County of Riverside, as Lessor, and AFM Aviation Inc., a Nevada Corporation, as Lessee – Jacqueline Cochran Regional Airport, CEQA Exempt pursuant to State CEQA Guidelines Section 15061(b)(3), District 4, [\$1,050 Total Cost – TLMA Aviation Budget 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 15061(b)(3) "Common Sense" exemption;
2. **Approve** the attached Jacqueline Cochran Regional Airport Hangar Lease Agreement and authorize the Chairman of the Board to execute the same on behalf of the County;
3. **Authorize** the Riverside County Director of Airports or her designee to execute any other related documents and administer all actions necessary to complete this matter; and
4. **Direct** the Clerk of the Board to file the attached Notice of Exemption with the County Clerk and State Clearinghouse within five (5) working days of approval by the Board.

ACTION:Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: Medina
Date: December 16, 2025
xc: Aviation, Recorder, State Clearinghouse

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Previous Fiscal Year:	Current 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 Budget 100%			Budget Adjustment: No	
			For Fiscal Year: 2025/26-2075/76	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside (“County”) owns a 5.8-acre aeronautical parcel at the Jacqueline Cochran Regional Airport in the unincorporated community of Thermal, California (“Premises”). The Premises include a 10,625-square-foot aircraft storage hangar and an adjacent 1.97-acre improved ramp area. A portion of the Premises is currently occupied under a month-to-month temporary lease that expired on January 31, 2025. To secure a long-term tenant and encourage development, the County initiated a competitive solicitation process.

On June 10, 2025, the County’s Transportation and Land Management Agency, Aviation Division (“Aviation”), issued a Request for Proposals (“RFP”) for the lease, development, and operation of the Premises. Following review and evaluation of the proposals received, AFM Aviation Inc., a Nevada corporation (“AFM Aviation”), was selected as the most suitable proposer based on its proposed services, long-term commitment, and development plan.

Aviation negotiated the terms of the attached Jacqueline Cochran Regional Airport Ground Lease Agreement (“Lease”) with AFM Aviation.

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

- Lessee: AFM Aviation Inc., a Nevada corporation
- APN: 759-050-004 (a portion), and 759-040-013 (a portion)
- Premises: 5.8-acre aeronautical parcel containing a 10,625 square foot aircraft storage hangar with an adjacent 1.97-acre improved ramp area
- Term: Thirty (30) year term
- Rent: \$9,472.00 per month

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Option to Extend: Two (2) ten-year (10) extension options

Proposed Operation: Federal Aviation Administration approved Part 145 Certified Repair Station

The Lease commencement date, anticipated to be in February or March 2026, will be confirmed once possession is delivered to AFM Aviation free of existing occupants.

Additionally, the Lease includes improvements that shall be completed at the sole cost of AFM Aviation. The improvements will be divided into two phases, and will be defined as Phase I, and Phase II. Phase I shall include the construction of a 28,800 square foot hangar building that is approved to provide for servicing of aircraft; the construction of a 57,946 square foot paved aircraft parking apron. Phase I shall also include a vehicle access gate and parking, and upgrades to the landscape, and hardscape. Project II shall include the demolition and removal of the existing 10,625 square foot aircraft storage hangar, the construction of a 28,800 square foot hangar building that is approved to provide for servicing of aircraft; the construction of a 66,606 square foot paved aircraft parking apron.

The deadlines for the improvements are as follows:

Phase I – To be completed within 36 months of the *Effective Date of the Lease

Phase II – To be completed within 72 months of the *Effective Date of the Lease

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

Pursuant to the California Environmental Quality Act (CEQA), the Lease was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines Section 15061(b)(3) "Common Sense" exemption. Additional CEQA review will be conducted prior to construction of the required improvements.

The Lease has been reviewed and approved by County Counsel.

Impact on Residents and Businesses

Approval of this Lease will allow AFM Aviation to establish and operate a Federal Aviation Administration (FAA)-approved Part 145 Certified Repair Station at Jacqueline Cochran Regional Airport. This type of repair station provides federally regulated aircraft maintenance, inspection, and repair services, which will significantly enhance the airport's operational capabilities, attract additional aviation activity, and support local economic growth through increased commerce and the creation of skilled aviation jobs.

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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 costs to date in the approximate amount of \$1,050 will be reimbursed from the TLMA Aviation Revenue Fund.

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

Attachments:

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


Crystal Carrillo, Senior Management Analyst 12/10/2025

1 Lessee hereby leases from Lessor the real property described below upon the following
2 terms and conditions.

3 **1. Property Description.** The property leased herein is located within the
4 Jacqueline Cochran Regional Airport, County of Riverside, State of California and
5 consists of 5.8-acre aeronautical parcel containing a 10,625 square foot aircraft storage
6 hangar with an adjacent 1.97-acre improved ramp area, as depicted in Exhibit B-1.
7 Lessee acknowledges and agrees that Lessee has no fee title interest in or to the Airport.

8 **2. Survey and Description.** Within ninety (90) days of the Commencement
9 Date , Lessee will supply Lessor with a survey and a legal description (collectively herein
10 referred to as "Survey and Description") of the Leased Premises, prepared by a
11 registered civil engineer at Lessee's expense, showing the exact number of acres
12 comprising the Leased Premises. Upon Lessor approval of the Survey and Description,
13 this Lease shall be administratively amended by the TLMA Agency Director without the
14 need to go to the Board of Supervisors for approval to include the Survey and Description
15 as Exhibits B-2 and B-3 to this Lease. A legal description and depiction based on said
16 survey will be incorporated in and become a part of this Lease as Exhibits "B-2" and "B-
17 3." The size of the Leased Premises and the base rent shall be adjusted to reflect the
18 actual dimensions set forth in the Survey and Description. The monthly base rent, as
19 established in Section 5 below, will be adjusted by multiplying the number of acres times
20 One Thousand Six Hundred and Thirty-Three dollars (\$1,633.00) the "Base Rent Rate."

21 Failure to submit said Survey and Description within ninety (90) days of the
22 Effective Date will constitute a breach by Lessee and the Lease shall be subject to the
23 termination provisions set forth in Section 17 herein.

24 **3. Term.** This Lease shall commence on the later of (a) (Scheduled
25 Commencement Date TBD), or (b) the date on which possession of the Leased
26 Premises is delivered to Lessee free of any existing occupants, including any holdover
tenant (the "Commencement Date"), and shall terminate thirty (30) years thereafter

1 ("Lease Term"). Lessor shall use commercially reasonable efforts to deliver possession
2 of the Premises to Lessee on or before the Scheduled Commencement Date. If Lessor
3 is unable to deliver possession by such date due to a holdover occupant or any other
4 cause beyond Lessor's reasonable control, the Commencement Date shall be deferred
5 until such possession is delivered, and no rent shall accrue until that date.

6 At such time as the Commencement Date of this Lease has been determined,
7 either Party may deliver to the other Party a notice in the form set forth in the attached
8 Exhibit "C", which the receiving Party shall execute, after making any corrections
9 necessary to conform the information to the provisions of this Lease, and return to the
10 forwarding Party within thirty (30) days after receipt. Either Party will use reasonable
11 efforts to deliver the notice to the other Party within thirty (30) days after the
12 Commencement Date. Anything to the contrary notwithstanding, failure to forward or
13 execute said notice shall not invalidate or nullify the provisions of this Lease.

14 (a) Option to Extend. Lessee shall have two (2) options to extend the
15 Lease, each option representing an additional period of ten (10) years ("Option") subject
16 to the following: (1) Lessee is not in breach of any terms and/or provisions of this Lease,
17 (2) Lessee's completion of all phases described in Section 9 herein, and (3) Lessee
18 delivers to Lessor written notice of its intent to exercise the Option no earlier than twelve
19 months before and no less than sixty (60) days before the expiration of the Lease Term,
20 or any extension thereof.

21 **4. Use.** The Leased Premises shall be used for the following purposes and
22 no other without the prior written consent of Lessor. Should Lessee desire to use the
23 Leased Premises in a manner not authorized under the Lease, Lessee shall provide to
24 Lessor a detailed description of the desired use, service and/or operation for Lessor's
25 prior review and approval, in Lessor's sole and absolute discretion. Lessee shall provide
26 the maintenance services in accordance with Table B of the Minimum Standards for
Fixed base Operators Riverside County Airports, as amended from time to time, attached

1 hereto as Exhibit D and incorporated herein by this reference. In addition to the services
2 Listed in Table B of Exhibit D, all of the uses listed in Section 5(a) and 5(b) below are
3 also permitted uses within the Leased Premises. The Lessor's approval of any change
4 in the use of the Leased Premises may, at Lessor's sole election, place additional
5 reasonable specific requirements on Lessee including, but not limited to, the types, limits,
6 and conditions of insurance provided under this Lease.

7 (a) Permitted Uses:

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

11 (ii) Painting and upholstering of aircraft, subject to the provisions
12 and limitations in Sections 6(j) and 23 of this Lease.

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

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

16 (b) Additional Permitted Use

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

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

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

24 **5. Rent.** Lessee shall pay to Lessor as initial base rent for the use and
25 occupancy of the Leased Premises monthly rent equal to Nine Thousand Five Hundred
26 Seventy-Two Dollars and 00/100 (\$9,472.00) ("Base Rent"). Said Base Rent is due and

1 payable in advance on the first of each month. The Base Rent shall be considered
2 delinquent, if not paid by the 10th of the month.

3 (a) Rent Commencement. Rent shall commence on the
4 Commencement Date of this Lease.

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

8 (c) Construction Period Rent. During the construction period of the
9 Phase I improvements (see Section 9(a)), for a period not to exceed twelve (12)
10 consecutive months, the monthly rent shall be reduced to one-half (1/2) of the Base Rent.
11 At the end of the twelve (12) month period the payment of all of the Base Rent, as may
12 be adjusted in this Lease, shall resume and be due and payable.

13 (d) Base Rent Adjustment Mark to Market Value. Beginning July 1,
14 2030 and every fifth (5th) year thereafter, the Base Rent shall be adjusted to one-twelfth
15 (1/12) of eight percent (8%) of the then-current fair market value of the Leased Premises.
16 Said fair market value shall be for the land and shall not include the value of the
17 structures placed on the Leased Premises. In no event will application of this paragraph
18 result in a monthly rental amount lower than the highest previous monthly rental amount.

19 A property appraisal for the purpose of establishing the adjusted
20 Base Rent is to be performed by an independent certified appraiser, knowledgeable in
21 aviation appraising and in good standing with the American Institute of Real Estate
22 Appraisers. The appraiser is to be procured and paid for by Lessor. Once established,
23 said rent shall be adjusted annually in the manner set forth in Section 5(d) below. Lessee
24 acknowledges and agrees that failure to pay such adjusted Base Rent amount shall
25 constitute a default hereunder.

26 (e) Rental Increases. Beginning July 1, 2027, and at each July 1st
thereafter, the Base Rent shall be adjusted by the percentage change in the Consumer

1 Price Index, All Urban Consumers, Riverside-San Bernardino-Ontario for the twelve-
2 month period ending three months before the month of rent adjustment under this
3 paragraph. In no event will application of this paragraph result in a monthly rental amount
4 lower than the highest previous monthly rental amount.

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

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

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

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

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

21 (f) Lessee shall engage in nondiscriminatory practices for assignment
22 of tie-down space and provide for the accommodation of itinerant user's;

23 (g) Lessee shall not park aircraft on any portions of the Airport not
24 included as part of the Leased Premises prior to first utilizing all available space within
25 the Leased Premises.

26 (h) Lessee shall not prohibit the ingress or egress of any aircraft by any
party near or across the ramp.

1 (i) Provide ground maintenance services for the interior, exterior,
2 common areas and grounds of the Leased Premises at Lessee's own expense.

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

10 (k) Observe the Taxiway Object Free Area, the Airport Layout Plan, and
11 Aircraft Parking lines to allow the passage of taxiing aircraft. From the centerline of the
12 taxiway, the boundary for the Taxiway Object Free Area boundary is one hundred ten
13 (110) feet;

14 (l) Maintain the Leased Premises, approaches thereto, and
15 improvements now or hereafter located thereon, in good, safe and sanitary order,
16 condition, and repair. Throughout the Term of this Lease, Lessee shall, at Lessee's sole
17 cost and expense, maintain or cause to be maintained the Leased Premises and the
18 improvements now or hereafter located on the Leased Premises in good and clean
19 condition and repair, free of debris, and in compliance with (i) all Governmental
20 Restrictions (defined below), and (ii) all applicable rules, orders, and regulations of any
21 insurance company insuring all or any part of the Leased Premises or the improvements
22 thereon or both, and Lessee shall make or cause to be made whatever repairs and
23 replacements are required by such enactments or provisions or future enactments or
24 provisions. The term "Governmental Restrictions" used herein shall mean and include
25 any and all laws, statutes, official policies, ordinances, codes, formal decrees, rulings,
26 regulations, writs, injunctions, orders, rules, conditions of approval or authorizations of
any governmental entity, agency or political subdivision, now in force or hereafter

1 adopted, which are applicable to the Leased Premises or the use thereof as of the date
2 such term is being applied. If Lessee fails to perform Lessee's obligations under this
3 Section 6 (l), Lessor shall have the right to enter upon the Leased Premises after 10 days
4 prior written notice to Lessee (except in the event of an emergency, in which case no
5 notice shall be required), perform such maintenance and repair obligations on Lessee's
6 behalf, and Lessee shall be fully responsible for and shall promptly pay to Lessor an
7 amount equal to 115% of all costs thereof. Lessee acknowledges and agrees that failure
8 to pay the aforementioned costs shall constitute a default under this Lease. Lessor shall
9 have no obligation to maintain the Leased Premises pursuant to Section 29 below;

10 (m) On every January 1 and July 1 during the Term of this Lease, Lessee shall
11 provide an Aircraft and Sublease Status Report, substantially conforming in form and
12 substance to the Sublease Status Report attached hereto as Exhibit "E" and incorporated
13 herein by this reference and, for all subleases and aircraft being stored on the Leased
14 Premises. The report shall be supplied in a form and electronic format acceptable to
15 Lessor and contain at least the following information: name of the sublessee (Lessee's
16 "tenants"), the beginning and ending date of the term of the sublease, the size of the
17 subleased land, the size of the subleased space, the aircraft storage hangar
18 number/address, the Aircraft Registration Number, the name of the owner of the aircraft,
19 the type of aircraft and indicate whether or not an aircraft is "based" at the airport (aircraft
20 that spend at least three months of the year at this airport are to be identified in the report
21 as "based aircraft"); and certification of compliance with the insurance requirements set
22 forth in Sections 23 and 24 herein.

23 **7. Permits, Licenses and Taxes.** Lessee shall secure, at its expense, all
24 necessary permits and licenses as it may be required to obtain regarding the
25 construction, operation, maintenance, and termination or abandonment of activities upon
26 the Leased Premises, and Lessee shall pay for all fees and taxes levied or required by
any authorized public entity. This Lease may create a possessory interest subject to

1 property taxation and Lessee may be subject to the payment of property taxes levied on
2 such interest. Due to the length of the initial Lease Term, Lessee may be subject to a
3 documentary transfer tax. Lessee acknowledges, understands and agrees that Lessee
4 is solely responsible for the timely payment and satisfaction of all taxes incurred as a
5 result of this Lease.

6 **8. Additional Lessee Obligations**

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

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

26 Lessor shall not be required to furnish to Lessee or any other occupant of
the Leased Premises during the Term of this Lease, including any extensions thereto,

1 any water, sewage, gas, heat, air conditioning, light, power, steam, telephone, or any
2 other utilities, equipment, labor, materials or services of any kind whatsoever.

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

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

19 "Force Majeure Delay" means a delay due to Force Majeure that, in each
20 case, (a) materially adversely affects the performance by Lessee of its obligations
21 hereunder, (b) is not reasonably foreseeable and is beyond Lessee's reasonable control,
22 (c) despite the exercise of reasonable diligence, cannot be prevented, avoided or
23 removed by Lessee and is not attributable to the negligence, willful misconduct or bad
24 faith of Lessee, and (d) is not the result of the failure of Lessee to perform any of its
25 obligations under this Agreement. Notwithstanding the foregoing, a Force Majeure Delay
26 shall not be deemed to have occurred unless Lessee has notified Lessor in writing of such
occurrence of Force Majeure within fifteen (15) days after such occurrence and has

1 provided Lessor with the details of such event and the length of the anticipated delay
2 within an additional fifteen (15) days thereafter. During the occurrence and continuance
3 of a Force Majeure Delay, Lessee shall be excused from performance of its obligations
4 under this Agreement to the extent the Force Majeure prevents Lessee from performing
5 such obligations.

6 **9. Development of Improvements** Lessee, at its sole expense, shall
7 construct, or cause to be constructed, improvements described in a Lessor approved
8 site plan showing the location and dimensions of all planned improvements.
9 Improvements shall meet or exceed Table B of the Minimum Standards for Fixed Based
10 Operators Riverside County Airports attached hereto as Exhibit "D" and incorporated
11 herein by this reference and will include the construction of two aircraft
12 storage/maintenance hangars, and paved aircraft parking ramp to compliment Lessee's
13 operation of a Federal Aviation Administration (FAA) Part 145 aircraft repair station.
14 Lessee understands and agrees that such improvements, alterations, and installation of
15 fixtures may be subject to County Ordinance Nos. 348 and 457, as well as other
16 applicable County ordinances, and that Lessee shall fully comply with such ordinances
17 prior to the commencement of any construction in connection therewith.

18 (a) Phases. Lessee shall develop the Improvements on the Leased
19 Premises in two (2) phases identified herein as "Phase I", and "Phase II", subject to the
20 approval of Lessor which shall not be unreasonably withheld, provided that all
21 construction for Phase I shall be started within twenty-four (24) months and completed
22 within thirty-six (36) months of the Effective Date of this Lease, Phase II shall be started
23 within sixty (60) months and completed within seventy-two months of the Effective Date
24 of this Lease. The general scope of Phase I shall include the construction of 28,800
25 square foot hangar building that is approved to provide for servicing of aircraft; the
26 construction of a 57,946 square foot paved aircraft parking apron. Phase I shall also
include a vehicle access gate and parking, and upgrades to the landscape, and

1 hardscape. The general scope of Phase II shall include the demolition and removal of
2 the existing 10,625 square foot aircraft storage hangar, the construction of a 28,800
3 square foot hangar building that is approved to provide for servicing of aircraft; the
4 construction of a 66,606 square foot paved aircraft parking apron.

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

13 (c) Full Construction Plans. Within two hundred seventy (270) days of
14 approval of the Site Plan by County of Riverside, Aviation Division, Lessee shall submit
15 a full set of construction plans to the County to obtain building permits. Plans for all
16 improvements are to be submitted to Lessor for approval, and prior to start of any
17 construction. Lessee shall submit construction plans for Phase II within forty-eight (48)
18 months of the Effective Date of this Lease.

19 (d) Performance Bonds. Lessee shall obtain performance, material, and
20 labor payment bonds in the amounts required by law and determined by Lessor and shall
21 furnish Lessor with copies thereof prior to the commencement of such construction.

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

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

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

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

22 (h) Improvement Alterations. Any improvements, alterations, and
23 installation of fixtures to be undertaken by Lessee shall have the prior written approval
24 of the Lessor after Lessee has submitted to Lessor proposed plot and building plans,
25 and specifications therefor, in writing. In addition, Lessee understands and agrees that
26 such improvements, alterations, and installation of fixtures may be subject to County
Ordinance Nos. 348 and 457, as well as other applicable County ordinances, and that

1 Lessee shall fully comply with such ordinances prior to the commencement of any
2 construction in connection therewith.

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

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

25
26

1 (i) Electrical Utility Delay

2 The Parties acknowledge that Lessee's ability to complete the Phase I hangar and
3 related improvements is dependent upon the availability of electrical service from a third-
4 party public utility provider. Notwithstanding anything to the contrary in this Lease,
5 Lessee's failure to complete construction of the Phase I hangar and related
6 improvements within the time periods set forth in Sections 9(a) shall not constitute an
7 Event of Default under this Lease, nor grounds for termination under Section 17, to the
8 extent such failure is caused by an Electrical Utility Delay.

9 For purposes of this Lease, "Electrical Utility Delay" means a delay in completion
10 of the Phase I hangar and related improvements that: (i) is caused solely by the failure
11 of the applicable public utility provider to make permanent electrical service available to
12 the Leased Premises, (ii) is not attributable in whole or in part to Lessee's acts or
13 omissions, including, without limitation, any failure to timely submit complete
14 applications, technical information, or supporting documents, to comply with reasonable
15 utility requirements, or to pay customary fees and charges, and (iii) continues despite
16 Lessee's commercially reasonable and diligent efforts to obtain such service, including
17 pursuit of all reasonably available alternatives for the provision of temporary or
18 permanent power.

19 Upon the occurrence of an Electrical Utility Delay, Lessee shall provide Lessor
20 with written notice within fifteen (15) days after Lessee becomes aware of such Electrical
21 Utility Delay, describing in reasonable detail the nature of the Electrical Utility Delay and
22 the steps taken and proposed to be taken to obtain electrical service. Lessee shall, upon
23 Lessor's reasonable request, provide documentation reasonably evidencing its efforts to
24 obtain electrical service and shall continue to diligently pursue such service during the
25 pendency of the Electrical Utility Delay.

1 During the continuance of an Electrical Utility Delay, the deadlines in Sections
2 9(a) for completion of the Phase I hangar and related improvements shall be extended
3 on a day-for-day basis for the duration of the Electrical Utility Delay, and such extended
4 deadlines shall be used for purposes of determining whether an Event of Default has
5 occurred under Sections 9 or 17 arising from Lessee's failure to timely complete such
6 construction. The occurrence of an Electrical Utility Delay shall not excuse or defer
7 Lessee's obligation to pay Rent or any other monetary obligations under this Lease.

8 **10. Real Property Reversion.** During the term of this Lease, all
9 improvements, alterations, and fixtures constructed by the Lessee on the Leased
10 Premises shall be owned by Lessee until the Lease is terminated, legally relinquished,
11 abandoned or upon the expiration of Lease including any hold-over period. Upon
12 termination, relinquishment, abandonment or upon the expiration of the Lease (including
13 any hold-over period), legal title to all improvements constructed by the Lessee shall
14 cease to exist, and all interest associated therewith shall revert to the Lessor free and
15 clear of any and all rights to possession and all claims to or against them by Lessee or
16 any third person or entity. At the expiration or earlier termination of this Lease, Lessee
17 shall also surrender to Lessor possession of the Leased Premises and all improvements
18 constructed thereon free and clear of all liens, encumbrances and mortgages. Lessee
19 shall have the full and exclusive use and enjoyment of such improvements, alterations,
20 and fixtures during the Term of this Lease. At or prior to the expiration of this Lease,
21 Lessee shall remove, at its expense, such trade fixtures (not including buildings and
22 improvements affixed to the land) and restore the Leased Premises to their original
23 shape and condition in good, safe and sanitary condition, subject to ordinary wear and
24 tear. In the event Lessee does not remove such trade fixtures, they shall become the
25 property of the Lessor for no further consideration of any kind, and Lessee acknowledges
26 and agrees that Lessor shall have the right to charge Lessee for removal of any trade
fixtures and/or improvements that so remain by Lessee upon the expiration or early

1 termination of the Lease. At Lessor's request Lessee shall execute and deliver to Lessor
2 assignments of leases and a quitclaim deed, both in commercially reasonable form and
3 as prepared by Lessor. By the quitclaim deed Lessee shall quitclaim any right, title or
4 interest which Lessee may have or claim to have in the improvements.

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

15 **12. Lessor's Reserved Rights.**

16 (a) The Leased Premises is accepted by Lessee subject to any and all
17 existing easements or other encumbrances, and Lessor shall have the right to enter upon
18 the Leased Premises and to install, lay, construct, maintain, repair and operate such
19 sanitary sewers, drains, storm water sewers, pipelines, manholes, connections, water,
20 oil and gas pipelines, and telephone and telegraph power lines and such other facilities
21 and appurtenances necessary or convenient to use in connection therewith, over, in,
22 upon, through, across and along the Leased Premises or any part thereof. Lessor also
23 reserves the right to grant franchises, easements, rights of way and permits in, over and
24 upon, along or across any and all portions of said Leased Premises as Lessor may elect;
25 provided, however, that no right of the Lessor provided for in this paragraph shall be
26 executed so as to interfere unreasonably with Lessee's use hereunder, or impair the
security of any secured creditor of Lessee. Lessor shall cause the surface of the Leased

1 Premises to be restored to its original condition (as they existed prior to any such entry)
2 upon the completion of any construction by Lessor or its agents. In the event such
3 construction renders any portion of the Leased Premises unusable, the rent shall abate
4 pro rata as to such unusable portion during the period of such construction. Any right of
5 Lessor set forth in this paragraph shall not be exercised unless a prior written notice of
6 ten (10) days is given to Lessee; provided, however, in the event such right must be
7 exercised by reason of emergency, then Lessor shall give Lessee such notice in writing
8 as is reasonable under the existing circumstances.

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

17 (c) During the time of war or national emergency, Lessor shall have the
18 right to lease the landing area of the Jacqueline Cochran Regional Airport, or any part
19 thereof, to the United States Government for military use and, if such lease is executed,
20 the provisions of this Lease insofar as they are inconsistent with the provisions of such
21 lease to the Government, shall be suspended. In that event, a just and proportionate
22 part of the rent hereunder shall be abated, and the period of such closure shall be added
23 to the term of this Lease, or any extensions thereof, so as to extend and postpone the
24 expiration thereof unless Lessee otherwise elects to terminate this Lease.

25 (d) Notwithstanding any provisions herein, this Lease shall be
26 subordinate to the provisions of any existing or future agreement between Lessor and
the United States, relative to the operation or maintenance of the Jacqueline Cochran

1 Regional Airport, the terms and execution of which have been or may be required as a
2 condition precedent to the expenditure or reimbursement to County of Federal funds for
3 the development of said airport.

4 (e) This Lease is subject to the provisions set forth in Exhibit "G"
5 (Federally Required Lease Provisions), attached hereto and incorporated herein by this
6 reference.

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

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

16 **15. Compliance with Government Regulations.** Lessee shall, at Lessee's
17 sole cost and expense, comply with the requirements of all local, state, and federal
18 statutes, regulations, rules, ordinances, and orders now in force or which may be
19 hereafter in force, pertaining to the Leased Premises. Lessee shall also comply with all
20 rules and regulations of the Federal Aviation Administration. The final judgment, decree,
21 or order of any Court of competent jurisdiction, or the admission of Lessee in any action
22 or proceedings against Lessee, whether Lessee is a party thereto or not, that Lessee
23 has violated any such statutes, regulations, rules, ordinances, or orders in the use of the
24 Leased Premises, shall be conclusive of that fact as between Lessor and Lessee.

25 **16. Discrimination or Segregation**

26 (a) Lessee shall not discriminate in Lessee's recruiting, hiring,
promotion, demotion or termination practice on the basis of race, religious creed, color,

1 national origin, ancestry, sex, age, physical handicap, medical condition, or marital status
2 with respect to its use of the Leased Premises hereunder, and Lessee shall comply with
3 the provisions of the California Fair Employment and Housing Act (Government Code
4 Sections 12900 et seq.), the Federal Civil Rights Act of 1964 (P. L. 88-352), and all
5 amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), as
6 amended, and all Administrative Rules and Regulations issued pursuant to said acts and
7 orders with respect to its use of the Leased Premises.

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

15 (c) Lessee assures that it will undertake an affirmative action program
16 as required by 49 CFR, Part 21, to insure that no person shall on the grounds of race
17 creed, color, national origin, or sex be excluded from participating in any employment
18 activities covered in 49 CFR, Part 21, with respect to its use of the Leased Premises.
19 Lessee further assures that no person shall be excluded on these grounds from
20 participating in or receiving services or benefits of any program or activity covered herein
21 with respect to its use of the Leased Premises. Lessee further assures that it will require
22 that its subcontractors and independent contractors provide assurance to Lessee that
23 they similarly will undertake affirmative action programs and that they will require
24 assurances from their subcontractors and independent contractors, as required by 49
25 CFR, Part 21, to the same effect with respect to their use of the Leased Premises.

26

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

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

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

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

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

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

16 (f) With respect to the undeveloped phases, as provided for in Section
17 9, if Lessee fails to complete construction of any or all phases of the development within
18 the required time;

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

21 (h) Failure of the Lessee to require all tiers of sublessees and/or
22 contractors to indemnify the Lessor and to have appropriate insurance coverages and/or
23 failure by Lessee to monitor each sublessee and/or contractor for current and correct
24 Certificates of Insurance and required endorsements throughout the term of this Lease;

25 (i) Lessee (or any successor in interest) assigns or attempts to assign
26 the Leased Premises or any of Lessee's rights in and to the Leased Premises or any

1 portion thereof or interest therein, or the Lease or any portion hereof, except as permitted
2 by this Lease;

3 (j) There is substantial change in the ownership of Lessee, or with respect
4 to the identity of the parties in control of Lessee, or the degree thereof contrary to the
5 provisions of Section 27 hereof;

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

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

10 (m) Lessee fails to commence construction of the improvements as
11 required by this Lease and such breach is not cured within the time provided in Section
12 9 of this Lease, provided that Lessee shall not have obtained an extension or
13 postponement in writing from Lessor to which Lessee may be entitled pursuant to Section
14 9 hereof; or

15 (n) Lessee abandons or substantially suspends construction of the
16 improvements and such breach is not cured within the time provided in Section 9 of this
17 Lease, provided Lessee has not obtained an extension or postponement to which
18 Lessee may be entitled to pursuant to Section 9 hereof.

19 **18. Termination by Lessee.** Lessee shall have the right to terminate this
20 Lease in the event any of the following occur:

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

1 **19. Holdover.** If Lessee fails to immediately surrender the Leased Premises
2 or any portion thereof at the expiration or termination of the Lease Term, then Lessee
3 shall pay Base Rent (on a per-month basis, without reduction for any partial month) at a
4 rate equal to 150% of the Base Rent applicable during the last calendar month of the
5 Lease Term. Unless otherwise agreed to in writing by the Parties, any such holdover
6 shall be deemed to be a tenancy-at-sufferance and not a tenancy-at-will or tenancy from
7 month-to-month. Lessor's acceptance of such rent shall not adversely affect Lessor's
8 other rights and remedies under the Lease, including Lessors right to evict Lessee and
9 to recover all damages. In no event shall any holdover be deemed a permitted extension
10 or renewal of the Lease Term, and nothing contained in this Lease shall be construed to
11 constitute Lessor's consent to any holdover or give Lessee any right with respect to such
12 holdover.

13 **20. Default.**

14 (a) Failure or delay by either Party to perform any term or provision of this
15 Lease constitutes a default under this Lease. The Party who fails or delays must
16 commence to cure, correct or remedy such failure or delay and shall complete such cure,
17 correction or remedy with reasonable diligence.

18 (b) The injured Party shall give written notice of default to the Party in
19 default ("Notice of Default") pursuant to Section 39 below, specifying the default
20 complained of by the injured Party. Failure or delay in giving such notice shall not
21 constitute a waiver of any default, nor shall it change the time of default. Except as
22 otherwise expressly provided in this Lease, any failures or delays by either Party in
23 asserting any of its rights and remedies as to any default shall not operate as a waiver
24 of any default or of any such rights or remedies. Delays by either Party in asserting any
25 of its rights and remedies shall not deprive either Party of its right to institute and maintain
26 any actions or proceeding which it may deem necessary to protect, assert or enforce any
such rights or remedies.

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

6 (d) If non-monetary event of default occurs, prior to exercising any
7 remedies hereunder, the injured Party shall give the Party in default notice of such
8 default. If the default is reasonably capable of being cured within thirty (30) calendar
9 days after such notice is received or deemed received, the Party in default shall have
10 such period to effect a cure prior to exercise of remedies by the injured Party. If the
11 default is such that it is not reasonably capable of being cured within thirty (30) days after
12 such notice is received, and the Party in default (1) initiates corrective action within said
13 period, and (2) diligently, continually, and in good faith works to effect a cure as soon as
14 possible, then the Party in default shall have such additional time as is reasonably
15 necessary to cure the default prior to exercise of any remedies by the injured Party, but
16 in no event no more than forty-five (45) days from receipt of such notice of default from
17 the injured Party.

18 **21. Eminent Domain.** If any portion of the Leased Premises shall be taken by
19 eminent domain and a portion thereof remains which is usable by Lessee, in its
20 discretion, for the purposes set forth in Section 4 herein, this Lease shall, as to the part
21 taken, terminate as of the date title shall vest in the condemnor, or the date prejudgment
22 possession is obtained through a court of competent jurisdiction, whichever is earlier,
23 and the rent payable hereunder shall abate pro rata as to the part taken; provided,
24 however, in such event Lessor reserves the right to terminate this Lease as of the date
25 when title to the part taken vests in the condemnor or as of such date of prejudgment
26 possession. If all of the Leased Premises are taken by eminent domain, or such part be
taken so that the Leased Premises are rendered unusable for the purposes set forth in

1 Section 4 herein, this Lease shall terminate. If a part or all of the Leased Premises be
2 so taken, all compensation awarded upon such taking shall be apportioned between
3 County and Lessee according to law.

4 **22. Hold Harmless/Indemnification.** Lessee shall indemnify and hold
5 harmless the County of Riverside, its Agencies, Districts, Special Districts and
6 Departments, their respective directors, officers, Board of Supervisors, elected and
7 appointed officials, employees, agents and representatives (the "Indemnified Parties")
8 from any liability whatsoever, including but not limited to, property damage, bodily injury,
9 or death, based or asserted upon any services of Lessee, its officers, employees,
10 subcontractors, agents or representatives arising out of or in any way relating to this
11 Lease and Lessee shall defend at its sole expense and pay all costs and fees, including
12 but not limited to, attorney fees, cost of investigation, defense and settlements or awards,
13 on behalf of the Indemnified Parties in any claim or action based upon such liability.

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

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

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

26 In the event there is conflict between this clause and California Civil Code Section
2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation

1 shall not relieve the Lessee from indemnifying the Indemnified Parties to the fullest extent
2 allowed by law.

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

7 **23. Insurance.** Lessee shall procure and maintain or cause to be
8 maintained, at its sole cost and expense, the following insurance coverages during the
9 term of this Lease. These requirements, with the approval of the Lessor's Risk Manager,
10 may be modified to reflect the activities associated with the Lessee provided that any
11 changes are reasonable in nature and consistent with industry standards. The
12 procurement and maintenance of the insurance required below will not diminish or limit
13 Lessee's obligation to indemnify or hold the Lessor harmless. Lessee agrees to have in
14 place insurance coverage as it is required and applicable.

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

23 (b) Airport General Liability. Lessee shall maintain Airport General
24 Liability Insurance coverage including, but not limited to, premises/operations liability,
25 contractual liability, products and completed operations liability, independent
26 contractors, personal and advertising injury liability covering all claims or lawsuits of any
nature whatsoever which may arise from or out of Lessee's performance under the terms

1 of the Lease. Policy shall name all the County of Riverside its Agencies, Districts,
2 Special Districts, and Departments, their respective directors, officers, Board of
3 Supervisors, employees, elected or appointed officials, agents or representatives as
4 Additional Insureds. Policy's limit of liability shall not be less than \$25,000,000 per
5 occurrence combined single limit and in the annual aggregate as applicable. The policy
6 shall be endorsed to provide Hangar Keeper's Legal Liability Insurance (Ground and In-
7 Flight) providing coverage for aircraft in the care, custody or control of the Lessee. Policy
8 shall include coverage for the Named Insured's use of unlicensed vehicles on Airport
9 Premises.

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

18 (d) Aircraft Hull and Liability Insurance.

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

25 2) Aircraft Liability - Lessee shall provide Aircraft Liability
26 insurance for all owned and non-owned aircraft operated by the Lessee in an amount
not less than \$25,000,000 combined single limit per occurrence for bodily injury,

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

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

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

25 (f) All Risk Property Insurance:

26 (1) All-Risk real and personal insurance coverage, including
earthquake and flood if applicable, for the full replacement cost value of building,

1 structures, fixtures, equipment, improvements/alterations and systems on the premises
2 for property that the Lessee owns or is contractually responsible for. Policy shall include
3 Business Interruption, Extra Expense, and Expediting Expense to cover the actual loss
4 of business income sustained during the restoration period. Policy shall name the Lessor
5 as a Loss Payee and provide a Waiver of Subrogation in favor of the Lessor.

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

11 (g) General Insurance Provisions – All Lines:

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

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

24 (3) Cause Lessee's insurance carrier(s) to furnish the Lessor
25 with either: 1) a properly executed original Certificate(s) of Insurance and certified
26 original copies of Endorsements effecting coverage as required herein; or 2) if requested
to do so in writing by the County Risk Manager, provide original certified copies of

1 policies including all Endorsements and all attachments thereto, showing such insurance
2 is in full force and effect. Further, said Certificate(s) and policies of insurance shall
3 contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall
4 be given to the County of Riverside prior to any material modification of coverage or
5 cancellation of such insurance. In the event of a material modification of coverage or
6 cancellation of such insurance, this Lease shall terminate forthwith, unless the Lessor
7 receives, prior to such effective date, another properly executed original Certificate of
8 Insurance and original copies of endorsements or, if requested, certified original policies,
9 including all endorsements and attachments thereto evidencing coverages set forth
10 herein and the insurance required herein is in full force and effect.

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

16 (4) It is understood and agreed by the Parties hereto and the
17 insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant
18 and shall be construed as primary insurance, and the Lessor's insurance and/or
19 deductibles and/or self-insured retentions or self-insured programs shall not be
20 construed as contributory.

21 (5) Lessor's Reserved Rights - Insurance. If during the term of
22 this Lease or any extension thereof, there is a material change in the scope of services
23 or performance of work the Lessor reserves the right to adjust the types of insurance
24 required under this Lease and the monetary limits of liability for the insurance coverages
25 currently required herein, if, in the Assistant County Executive Officer – Transportation
26 and Land Management Agency's reasonable judgment, upon advice of the Lessor Risk
Manager, the amount or type of insurance carried by the Lessee has become

1 inadequate. The Lessee agrees to notify the Lessor of any plan or change of plan for
2 the Lessee's operations and such notification shall occur prior to implementing any such
3 change.

4 Beginning July 1, 2030, and every fifth year thereafter during the
5 term of this Lease, or any extension thereof, Lessor reserves the right to adjust the
6 monetary limits of insurance coverage as required in this Section 23.

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

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

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

25 Lessor makes no representation or warranty, expressed or implied, regarding any
26 conditions of the Leased Premises. Lessee acknowledges and agrees that Lessor

1 makes no representation or warranty, express or implied, written or oral, with respect to
2 the condition of the Leased Premises, or its fitness, or availability for any particular use.

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

1 substances on the Leased Premises, or the existence of hazardous substances
2 contamination in any state on the Leased Premises, however the hazardous substances
3 came to be placed there. Lessee acknowledges that it is aware of and familiar with the
4 provisions of Section 1542 of the California Civil Code which provides as follows:

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

8 To the extent of the release set forth in this Section 25, Lessee hereby
9 waives and relinquishes all rights and benefits which it may have under Section 1542 of
10 California Civil Code.

11 Lessee Initials _____

12 The obligations of Lessee set forth in this Section 25 shall survive expiration of the term
13 of this Lease, or earlier termination.

14 **26. Damage or Destruction.**

15 (a) In the event any of the improvements are damaged by an insured
16 casualty, Lessee shall promptly remove the debris resulting from such event, and within
17 a reasonable time thereafter shall apply insurance proceeds to the repair or restoration
18 of the improvements so damaged to their condition immediately prior to such casualty,
19 such repair or restoration to be performed in accordance with all provisions of this Lease.

20 (b) In the event any of the Improvements are damaged by an uninsured
21 casualty, or the insurance proceeds are insufficient to repair or restore the Improvements
22 to their condition prior to the casualty, Lessee shall promptly remove the debris resulting
23 from such event, and within a reasonable time thereafter shall either (i) repair or restore
24 the improvements so damaged to the extent economically feasible, such repair or
25 restoration to be performed in accordance with all provisions of this Lease, or (ii) erect
26 other Improvements in such location, provided all provisions of this Lease are complied
with to the extent economically feasible, or (iii) if the damage occurs during the last 5

1 years of the Lease, demolish the damaged portion of such improvements, restore any
2 remaining improvements to an architectural whole, remove all rubbish, and pave or plant
3 grass and otherwise restore the area to a neat, orderly, sanitary and attractive condition.
4 Lessor shall have the option to choose among the aforesaid alternatives, subject to rights
5 of permitted Encumbrancers secured by the Lease but Lessee shall be obligated to
6 perform one of such alternatives. Lessee shall give notice to Lessor within a reasonable
7 time of which alternative it elects.

8 Except as expressly provided in this Lease, no deprivation, impairment, or
9 limitation of use resulting from any damage or destruction or event or work contemplated
10 by this Section 26 shall entitle Lessee to any offset, abatement, or reduction in Rent, nor
11 to any termination or extension of the Term hereof.

12 **27. Assignment and Subletting.**

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

25 (b) Lessee shall not assign or attempt to assign all or any part of this Lease or
26 any right or interest herein, nor make any total or partial sale, transfer, conveyance or
assignment of the whole or any part of the Lessee's interest in the Leased Premises or
the Improvements thereon, or sublet, mortgage, hypothecate or otherwise transfer in any

1 manner any of its rights, duties or obligations hereunder to any person or entity without
2 the prior written consent of Lessor being first obtained. This prohibition shall not be
3 deemed to prevent the granting of easements or permits to facilitate the development of
4 the Leased Premises. Lessee shall submit all documents pertaining to any such
5 transaction referenced in the foregoing paragraph to Lessor for approval prior to entering
6 into such agreements. Lessee shall submit executed subleases and all required
7 certificates of insurance and endorsements to insurance policies, as required herein, to
8 Lessor for approval prior to sublessees occupying the subleased premises.

9 (c) For the reasons cited above, Lessee represents and agrees for itself and
10 any successor in interest that without the prior written approval of the Lessor, there shall
11 be no significant change in the ownership of Lessee or in the relative proportions thereof,
12 or with respect to the identity of the Parties in control of Lessee or the degree thereof, by
13 any method or means.

14 (d) Any sublease, assignment or transfer of this Lease or any interest herein,
15 or significant change in ownership of Lessee, shall require the written approval of the
16 Lessor. Lessee shall promptly notify the Lessor of any proposed subleases, and all
17 changes whatsoever in the identity of the Parties in control of Lessee or the degree
18 thereof, of which it or any of its officers have been notified or otherwise have knowledge
19 or information. This Lease may be terminated by the Lessor if there is any significant
20 change (voluntary or involuntary) in membership, management or control, of Lessee
21 (other than such changes occasioned by the death or incapacity of any individual), or
22 non-Lessor approved subleases. In the event of the death or incapacity of any individual
23 who controls Lessee or the managing member of Lessee, any resulting change in the
24 management of the Improvements or the control of the day-to-day operations of the
25 Leased Premises and the Improvements shall be subject to the approval of the Agency
26 Director of TLMA or designee, which shall not be unreasonably withheld.

(e) Assignments or transfers approved by the Lessor shall be evidenced by the
Lessee's, and assignee's execution of an assignment and assumption agreement

1 approved as to form and substance by Lessor. Subleases approved by the Lessor shall
2 be evidenced by subleases approved as to form and substance by Lessor.

3 (f) No such sublease, sale, transfer, conveyance or assignment of this Lease
4 or Lessee's interest in the Leased Premises (or any portion thereof), or approval by the
5 Lessor of any such sublease, sale, transfer, conveyance or assignment, shall be deemed
6 to relieve Lessee or any other party from any obligations under this Lease.

7 The restrictions on assignment, transfer and subleasing contained in this Section
8 27 shall be binding on any successors, or heirs of Lessee. The provisions of this
9 Section 27 shall apply to each successive assignment and transfer in the same manner
10 as initially applicable to Lessee under the terms set forth herein.

11 **28. Right to Encumber/Right to Cure.**

12 (a) Lessee's Right to Encumber. Notwithstanding provisions of Section 27
13 herein, Lessor does hereby consent to and agree that Lessee may encumber or assign,
14 or both, for the benefit of a senior lender ("Encumbrancer"), this Lease, the leasehold
15 estate and the improvements thereon (not including Lessor's fee title interest in the
16 Airport property) by a deed of trust, mortgage or other security-type instrument, herein
17 called "trust deed" to assure the payment of a promissory note evidencing a construction
18 loan for development of the improvements required herein by Lessee if the
19 Encumbrancer is an established bank, government lender, Small Business
20 Administration, savings and loan association or insurance company, and the prior written
21 consent of Lessor shall not be required:

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

24 (2) To any subsequent transfer of this Lease to the
25 Encumbrancer if the Encumbrancer is an established bank, savings and loan association
26 or insurance company, and is the purchaser at such foreclosure sale, or is the assignee
under an assignment in lieu of foreclosure; provided, however, that in either such event

1 the Encumbrancer forthwith gives notice to Lessor in writing of any such transfer, setting
2 forth the name and address of the Encumbrancer, the effective date of such transfer,
3 and the express agreement of the Encumbrancer assuming and agreeing to perform all
4 of the obligations under this Lease, together with a copy of the document by which such
5 transfer was made.

6 Any Encumbrancer described in Section 27(a)(2) above which is the transferee
7 under the provisions of Section 27(a)(1) above shall be liable to perform the obligations
8 and duties of Lessee under this Lease only so long as such transferee holds title to the
9 leasehold, and shall execute any documentation required by Lessor to memorialize
10 transfer and assumption of such Lease obligations.

11 Any subsequent transfer of this leasehold hereunder, except as provided
12 for in Section 27(a)(2) above, shall not be made without the prior written consent of
13 Lessor, in Lessor's sole discretion, and shall be subject to the conditions relating hereto
14 as set forth in Section 27 herein. Lessee shall give Lessor prior notice of any such trust
15 deed and shall accompany such notice with a conformed copy of the trust deed and note
16 secured thereby.

17 (b) Right of Encumbrancer to Cure. Lessor, upon providing Lessee with
18 any Notice of Default under this Lease, shall, at the same time, use good faith efforts to
19 provide a copy of such notice to every Encumbrancer who has given written notice to
20 Lessor of its desire to receive such default notices. From and after such notice has been
21 delivered to an Encumbrancer by Lessor, such Encumbrancer shall have the same
22 period for remedying the breach complained of as the cure period provided to Lessee
23 pursuant to Section 20, plus the additional cure period provided Encumbrancers as
24 specified in paragraph (c) below. Lessor shall accept performance by or at the instigation
25 of such Encumbrancer as if the same had been done by Lessee.

26 (c) Encumbrancer Cure Rights. Notwithstanding anything to the
contrary contained in this Lease, Lessor shall not terminate this Lease due to an uncured

1 default of Lessee unless, following expiration of Lessee's applicable cure period, Lessor
2 first provides each Encumbrancer that has provided Lessor with written a written request
3 to receive notification of Lessee defaults, not less than thirty (30) days' notice of its intent
4 to terminate if Lessee's default can be cured by the payment of money (a "Monetary
5 Default"), and not less than ninety (90) days' notice of its intent to terminate if Lessee's
6 Default is of another type (a "Non-monetary Default"), and an Encumbrancer fails to cure
7 such Monetary Default within thirty (30) days after receipt of such notice or an
8 Encumbrancer fails to cure or, an Encumbrancer fails to cure such Non-monetary Default
9 within ninety (90) days after receipt of such notice. If such Non-monetary Default cannot
10 reasonably be cured by such Encumbrancer within said ninety (90) day period (or is such
11 that possession of the Leased Premises is necessary for Encumbrancer to obtain
12 possession and to remedy the Default), the date for termination shall be extended for
13 such period of time as may be reasonably required to remedy such Default, but in no
14 event no longer than one hundred and twenty (120) calendar days after the date of the
15 initial notice to terminate the Lease delivered to Encumbrancer if, (a) Encumbrancer shall
16 have fully cured any default in the payment of any monetary obligations of Lessee under
17 this Lease within thirty (30) days after its receipt of notice of Lessor's intent to terminate,
18 and shall continue to pay on time such monetary obligations as and when the same are
19 due under the Lease, and (b) Encumbrancer continues its good faith and diligent efforts
20 to remedy such Non-monetary Default (including its acquisition of possession of the
21 Leased Premises if necessary to the cure of such Default). In no event shall the Lessor
22 be precluded from exercising remedies if its right become or are about to become
23 materially jeopardized by any failure to cure a default or the default is not cured within
24 ninety (90) calendar days after Lessor delivers to Encumbrancer the first notice of intent
25 to terminate the Lease.

26 Nothing in this Section 28 shall be construed to require an Encumbrancer
to continue any foreclosure proceeding it may have commenced against Lessee after all

1 defaults have been cured by Encumbrancer or Lessee, and if such Defaults shall be
2 cured and the Encumbrancer shall discontinue such foreclosure proceedings, this Lease
3 shall continue in full force and effect as if Lessee had not defaulted under this Lease.
4 Subject to Section 26 above, Encumbrancer shall have right to hazard insurance
5 proceeds resulting from damage to improvements up to and including the balance due
6 Lender or any Loan to Lessee secured by the Leased Premises.

7 **29. Lessor's Nonresponsibility.**

8 Notwithstanding any language to the contrary herein, during the term of this
9 Lease, including any extensions, Lessor shall not be required to maintain or make any
10 repairs or replacements of any nature or description whatsoever to the Leased
11 Premises or the Improvements thereon.

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

22 **31. Toxic Materials.**

23 During the term of this Lease and any extensions thereof, Lessee shall not violate
24 any federal, state, or local law, or ordinance or regulation relating to industrial hygiene
25 or to the environmental condition on, under or about the Leased Premises including, but
26 not limited to, soil, air, and groundwater conditions. Further, Lessee, its successors,
assigns and sublessees shall not use, generate, manufacture, produce, store or dispose

1 of on, under, or about the Leased Premises or transport to or from the Leased Premises
2 any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic
3 substances or related injurious materials, whether injurious by themselves or in
4 combination with other materials (collectively, "hazardous materials"). For the purpose
5 of this Lease, hazardous materials shall include, but not be limited to, substances defined
6 as "hazardous substances," "hazardous materials," or "toxic substances" in the
7 Comprehensive Environmental Response, Compensation and Liability Act of 1980, as
8 amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act,
9 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42
10 U.S.C. Section 6901, et seq.; and those substances defined as "hazardous wastes" in
11 Section 25117 of the California Health and Safety Code or as "hazardous substances"
12 in Section 25316 of the California Health and Safety Code; and in the regulations
13 adopted in publications promulgated pursuant to said laws now and in the future. Lessee
14 not responsible for any toxic materials and/or any toxic material impacts unless such
15 toxic materials or toxic material impacts are directly caused by acts or omissions of
16 Lessee or Lessee's subtenants.

17 **32. National Pollution Discharge Elimination System (NPDES) Permit.**

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

1 **33. Free from Liens.** Lessee shall pay, when due, all sums of money that may
2 become due for any labor, services, material, supplies, or equipment, alleged to have
3 been furnished or to be furnished to Lessee, in, upon, or about the Leased Premises,
4 and which may be secured by a mechanics, materialmen's or other lien against the
5 Leased Premises or Lessor's interest therein, and will cause each such lien to be fully
6 discharged and released at the time the performance of any obligation secured by such
7 lien matures or becomes due; provided, however, that if Lessee desires to contest any
8 such lien, it may do so, but notwithstanding any such contest, if such lien shall be
9 reduced to final judgment, and such judgment or such process as may be issued for the
10 enforcement thereof is not promptly stayed, or is so stayed, and said stay thereafter
11 expires, then and in such event, Lessee shall forthwith pay and discharge said judgment.

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

21 **34. Employees and Agents of Lessee.** It is understood and agreed that all
22 persons hired or engaged by Lessee shall be considered to be employees or agents of
23 Lessee and not of Lessor. Lessee is a limited partnership or corporation duly formed
24 and in good standing under the laws of the State of California, has full legal right, power,
25 and authority to enter into this Lease and to carry out and consummate all transactions
26 contemplated by this Lease, and by appropriate action has duly authorized the execution
and delivery of this Lease. Further, Lessee will take those actions required to remain in

1 good standing under the laws of the state of California during the term of this Lease. It is
2 expressly understood and agreed that Lessee (including its employees, agents and
3 subcontractors) shall in no event be entitled to any benefits to which Lessor employees
4 are entitled, including, but not limited to, overtime, any retirement benefits, worker's
5 compensation benefits, and injury leave or other leave benefits. There shall be no
6 employer-employee relationship between the Parties, and Lessee shall hold Lessor
7 harmless from any and all claims that may be made against Lessor based upon any
8 contention by a third party that an employer-employee relationship exists by reason.

9 **35. Binding on Successors.** Lessee, its assigns and successors in interest,
10 shall be bound by all the terms and conditions contained in this Lease, and all of the
11 Parties thereto shall be jointly and severally liable hereunder.

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

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

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

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 **40. 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.

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

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

18 **43. Agent for Service of Process; Lessee Authority to Enter into Lease .**
19 It is expressly understood and agreed that, in the event Lessee is not a resident of the
20 State of California or it is an association or partnership without a member or partner
21 resident of the State of California, or it is a foreign corporation, then in any such event,
22 Lessee shall file with County's clerk, upon its execution hereof, a designation of a natural
23 person residing in the State of California, giving his or her name, residence and business
24 addresses, as its agent for the purpose of service of process in any court action arising
25 out of or based upon this Lease, and the delivery to such agent of a copy of any process
26 in any such action shall constitute valid service upon Lessee. It is further expressly
understood and agreed that if for any reason service of such process upon such agent

1 is not feasible, then in such event Lessee may be personally served with such process
2 out of this County and that such service shall constitute valid service upon Lessee. It is
3 further expressly understood and agreed that Lessee is amenable to the process so
4 served, submits to the jurisdiction of the Court so obtained and waives any and all
5 objections and protests thereto.

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

23 **45 FAA Consent to Lease.** Lessee acknowledges that Jacqueline Cochran
24 Regional Airport was transferred to the Lessor by the Federal Government and, as such,
25 may require FAA consent to the Lease. If so required, the Federal government’s
26 approval shall be considered a condition precedent under this Lease.

1 **46. Entire Lease.** This Lease, including any attachments, exhibits or
2 addendums constitutes the entire agreement of the Parties with respect to its subject
3 matter and is intended by the Parties hereto as a final expression of their understanding
4 with respect to the subject matter hereof and as a complete and exclusive statement of
5 the terms and conditions thereof and supersedes any and all prior and contemporaneous
6 leases, agreements and understandings, oral or written, in connection therewith. This
7 Lease may be changed or modified by a written amendment signed by authorized
8 representatives of both parties.

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

13 **48. Effective Date.** The effective date ("Effective Date") of this Lease is the
14 date this Lease is executed by the Chairman of the County of Riverside Board of
15 Supervisors.

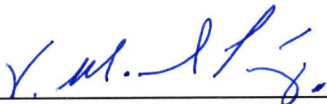
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1 IN WITNESS WHEREOF, the Parties have executed this Lease as of the dates set forth
2 below.

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

LESSEE:
AFM Aviation Inc,
a Nevada Corporation

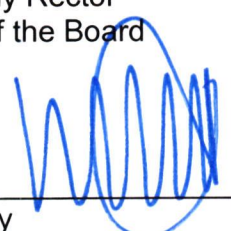
8 By: 
9 V. Manuel Perez, Chairman
10 Board of Supervisors

By: 
Melvin C. McQuarrie

11 Date: DEC 16 2025

Date: 11-25-2025

13 ATTEST:
14 Kimberly Rector
15 Clerk of the Board

16 
17 By: _____
18 Deputy

19
20 APPROVED AS TO FORM:
21 Minh C. Tran
22 County Counsel

23 By: 
24 Ryan Yabko
25 Deputy County Counsel

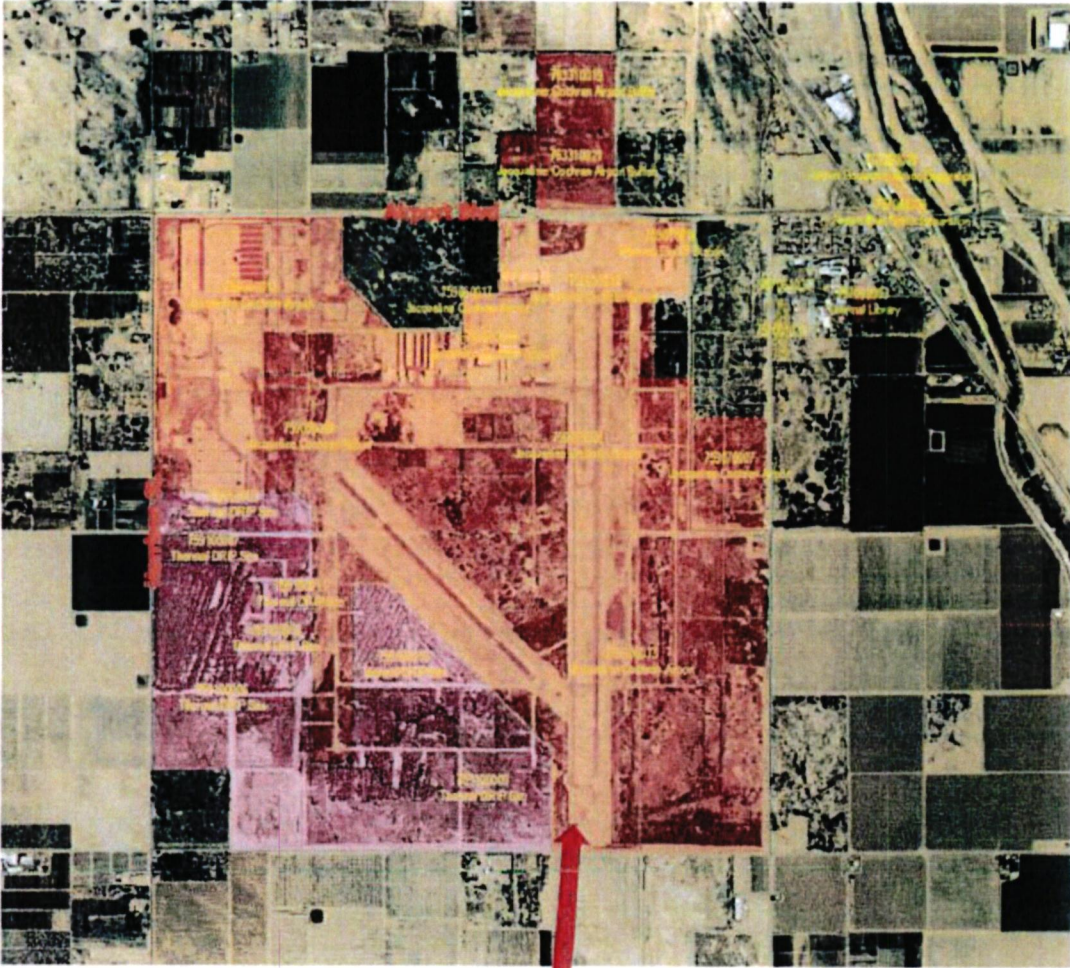
1 Attachments:

- 2 1. Exhibit A: Site Map
- 3 2. Exhibit B-1: Leased Premises Depiction
- 4 3. Exhibit B-2: Legal Description - TBD
- 5 4. Exhibit B-3: Legal Depiction - TBD
- 6 5. Exhibit C: Confirmation of Lease Commencement Date
- 7 6. Exhibit D: Minimum Standards for Fixed Based Operators
- 8 7. Exhibit E: Sublease Status Report
- 9 8. Exhibit F: Site Plan
- 10 9. Exhibit G: Federally Required Lease Provisions
- 11 10. Exhibit H: Storm Water Pollution Prevention Plan

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Exhibit A
Site Map



Jacqueline Cochran Regional Airport
Thermal, CA

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Exhibit B-1
Leased Premises Depiction



Note: Not a survey. Areas depicted are approximate, for illustration purposes only.

Exhibit B-2
Legal Description

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Exhibit B-3
Legal Description

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Exhibit C

Confirmation of Lease Commencement Date

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EXHIBIT "C"
CONFIRMATION OF LEASE COMMENCEMENT DATE

1. LEASE REFERENCE DATE: _____
2. PREMISES: _____

3. COMMENCEMENT DATE: Date on which possession of the Leased Premises is delivered to lessee free of any existing occupants, including any holdover tenant. This lease term shall commence as of _____, for a term of thirty (30) years ending on _____, unless extended as provided in the Lease.
4. RENT: In accordance with the Lease, Rent began to accrue on _____, in the initial amount of _____ per month. Rent is due and payable in advance on the first day of each month during the Lease Term.

AGREED and ACCEPTED

LESSOR:

COUNTY:

Date: _____

Date: _____

Exhibit D

Minimum Standards for Fixed Based Operators

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Minimum Standards for Fixed Base Operators

Riverside County Airports



**Riverside County Aviation
4080 Lemon St., 14th Floor
Riverside, CA 92501**

Adopted January 30, 2001

EXHIBIT D

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I. INTRODUCTION

Riverside County is the owner (sponsor) of the following five airports in Riverside County: Blythe, Chiriaco Summit, Jacqueline Cochran Regional, French Valley, and Hemet-Ryan. The Riverside County Economic Development Agency (EDA) is the county agency responsible for operation of the County's airports.

Minimum standards are established to promote and attract a professional level of aviation services to the County's airports while safeguarding the public's interest. The Minimum Standards provide a framework that strengthens the relationship between the Sponsor and the Fixed Base Operator (FBO). They offer information, advice and, where necessary, they provide strict regulation so that both the prospective and experienced FBO may have a firmer understanding of the many considerations, which contribute to a safe, successful and useful operation. The standards are intended to be the minimum requirements for those wanting to provide aeronautical services to the public at Riverside County airports. Operators are encouraged to exceed the minimum requirements.

FBOs are responsible for complying with the Minimum Standards and shall be familiar with revisions made to the Standards. All FBOs on the airports must comply with the standards herein as well as all applicable government regulations; however, leases executed prior to August 16, 1988, are exempt until lease renegotiations. The County's airports are subject to federal, state and local rules and regulations. The County has adopted local rules and regulations to implement Federal Aviation Administration (FAA) requirements and to provide for safe and orderly operation on the airports. Local rules and regulations governing airport activities include, but are not limited to, applicable portions of the following:

1. Ordinance No. 576 - Rules and Regulations for Operation of County Airports
2. Fixed Base Operator Minimum Standards
3. County Airport Fueling Standards
4. Special Event Permit Policy
5. Airport Design Standards

Federal and state rules and regulations include, but are not limited to: FAA Grant Assurances; FAA Order 5190.6A - Airport Compliance Requirements; Federal Airport Regulations (FAR's); State Aeronautics Act (PUC § 21000); Government Code § 50470 - 50478; ADA Regulations; the California Environmental Quality Act (CEQA); and the National Environmental Policy Act (NEPA).

II. DEFINITIONS

AERONAUTICAL ACTIVITY - Any activity or service that involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations.

AGREEMENT, LEASE, OR PERMIT - A contractual agreement between the EDA and an entity granting a concession or otherwise authorizing the conduct of certain activities which is in writing, executed by both parties, and enforceable by law.

AIRPORT - Includes the following five (5) airports owned by Riverside County: Blythe, Chiriaco Summit, Jacqueline Cochran Regional, French Valley, and Hemet-Ryan, and its environs, such as, the property, buildings, facilities, and improvements within the exterior boundaries of each airport as it now exists or as it may hereafter be extended, enlarged, or modified.

AIRPORT SPONSOR - The designated entity or duly authorized representative, appointed by the Board of Supervisors, to manage the operation and development of Blythe, Chiriaco Summit, Jacqueline Cochran Regional, French Valley, and Hemet-Ryan airports.

ALP - Airport Layout Plan

APPLICANT - A person, persons, firm, partnership, or corporation desiring to acquire the use of a portion of an airport, or to establish or use any facility on an airport for an aeronautical activity or special event and who shall apply in writing and in the manner or form prescribed for authorization to establish such activities.

CEQA - California Environment Quality Act

COUNTY - County of Riverside, the FAA authorized airport sponsor.

EDA - Riverside County Economic Development Agency, the County agency designated to oversee and manage the County airports.

EQUIPMENT - All machinery, together with the supplies, tools, and apparatus necessary for the safe and proper procedure of the activity being performed.

FAA - Federal Aviation Administration

FAR - Federal Aviation Regulation

FIXED BASE OPERATOR (FBO) - Any person, firm, partnership, corporation, association, limited partnership, or any other legal entity duly licensed and authorized by written agreement with the Airport Sponsor (the County) to provide specific aeronautical services at an Airport, under strict compliance with such agreement and pursuant to these and all applicable regulations and standards.

FUEL - FAA authorized aviation fuel, including jet fuel

FUEL FARM - Any portion of an Airport, authorized by the Airport Sponsor, as an area in which gasoline or any other type of fuel may be stored.

FULL SERVICE FBO - An FBO which provides certain essential aeronautical services (e.g. aircraft maintenance and repair, flight instruction, fueling of aircraft, transient aircraft parking guidance, positioning of wheel chocks and tie-downs, fireguard for engine starts, baggage handling, standardized ground service and recovery equipment, pilots' lounge, and restrooms), subject to restrictions agreed to during lease negotiations (see Table A below for complete guidelines).

LIMITED SERVICE FBO - An FBO which provides certain of the aeronautical services provided by a Full Service FBO, subject to restrictions imposed by leasehold size requirements and to restrictions agreed to during lease negotiations (see Tables B through H below for complete guidelines).

MINIMUM STANDARDS - The qualifications and criteria set forth herein as the minimum requirements to be met as a condition for an FBO to conduct an aeronautical activity on an EDA sponsored airport.

NEPA - National Environmental Policy Act

THE BOARD - The Riverside County Board of Supervisors

TLMA - Transportation and Land Management Agency

III. AIRPORT RULES AND REGULATIONS

A. Lease

All revenue generating, commercial and/or business activities, at County operated airports are required to secure a lease approved by the County Board of Supervisors (the "Board") prior to commencement of any commercial activity.

Prospective lessees should begin the process by requesting a meeting with County staff. The purpose of the initial meeting is to introduce staff, show the available sites,

and answer any questions. At the conclusion of this meeting the prospective lessee will be asked to submit a Lease Application and proposal.

Upon receipt of a lease application and proposal, County staff will review the proposal and will provide a written response. Once an agreement has been reached on the deal points and development proposal, a lease will be prepared for execution by the lessee. The lease shall be executed in three counterparts and all three copies shall be returned to the County. The County will then schedule the lease for consideration at the next available Board of Supervisors' meeting. ***Please be advised that the County Board of Supervisors is the only entity that can make a binding lease commitment and development may not proceed until the Board has approved the lease.***

Exclusive rights for any aeronautical activity will not be issued at any County airport. This is to ensure that airport patrons are offered competitive market prices for services.

B. Airport Layout

All new leases and new airport development shall comply with the current FAA approved Airport Layout Plan (ALP) for each airport. In addition, Jacqueline Cochran Regional, French Valley, and Hemet-Ryan airports have adopted Airport Master Plans and all new development shall comply with those master plans. Lessee proposals that conflict with ALP's and Master Plans will not be approved.

C. Signs

All signs (commercial, traffic, services, advertising, etc.) must receive written approval from the Assistant County Executive Officer / EDA or Designee prior to their placement. The request for approval should include the size, location, and design of sign. All outdoor advertising shall comply with County Ordinance No. 348 and applicable federal and state laws. FAA Form 7460-1, *Building Design, Construction, and/or Alteration*, must be submitted to the FAA Western Pacific Region for review and determination, with a copy of the form sent to the Assistant County Executive Officer / EDA

D. Building Design, Construction, and/or Alterations

All design, construction and/or alterations shall be in compliance with Airport Design Guidelines. The County reserves the right to review and approve all architectural design of all construction or alterations to be performed on County operated airports.

The County reserves the right to review and approve the design and construction methods of all development at the County operated airports. All buildings shall comply with local codes and regulations as to their construction. FAA Form 7460-1, *Building Design, Construction, and/or Alteration*, must be submitted to the FAA for their review

and assessment with a copy of the form submitted to the Assistant County Executive Officer / EDA.

The County reserves the right to require a Material and Performance Bonds or a Letter of Credit prior to the construction of any facility for the return of funds expended by the County in the event that the applicant defaults on any obligations.

E. Inspections

The County reserves the right to make periodic inspections of the leased premises during reasonable hours to ensure lease compliance and Lessee's adherence with all applicable regulations. County staff, County contractors, the FAA, and/or the State of California may conduct inspections, under this provision.

F. Flying Clubs

All flying clubs located at Riverside County operated airports shall be nonprofit organizations. All rights shall be equally shared between members. No member shall share in profits, earnings, salaries, or other forms of compensation. The Flying Club shall not be engaged in any type of commercial operation. A copy of the Flying Club's Charter and By-laws, or other comparable documents, must be filed with the Aviation Division. Flying clubs must submit annual financial reports and furnish the County with proof of insurance of the types listed on Appendix A.

A minimum of one (1) aircraft, properly certified, is required for a flying club. Flight instruction shall only be offered to club members. The instructor must be a club member or an instructor who is a lessee on the airport for the purpose of flight instruction.

G. Waiver from Minimum Standards

Any tenant or prospective tenant wishing to waive any minimum standard set forth in the approved Minimum Standards must submit a letter to the Assistant County Executive Officer / EDA expressing their hardship to conform with the Minimum Standards. The Assistant County Executive Officer/EDA has the discretion of approving or disapproving the waiver as it would apply to the future viability of the airport, subject to applicable provisions, which may be contained in the tenant's lease approved by the Board. Waivers may be granted on a temporary basis, and may be withdrawn or terminated at the Director's discretion.

H. Civil Rights

All individuals using the County operated airports must comply with all the provisions of the Federal Civil Rights Act of 1964. The tenant or prospective tenant shall ensure

there shall be no discrimination in the availability of any services or commodities based on race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical condition or marital status.

I. Insurance

The FBO shall procure, maintain and pay premiums during the term of the agreement for insurance of the types and the minimum limits set forth by the County for each aeronautical activity. The FBO shall obtain and maintain insurance (See Appendix A), which contains an endorsement that the "County of Riverside, including its elected officials, officers, employees, and agents" are named as additional insured. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California unless such requirement is waived, in writing, by the Assistant County Executive Officer / EDA and/or the County Risk Manager. Each insurance company shall have an A.M. BEST rating of not less than A:VIII (A:8).

Proof of insurance must be submitted to the Assistant County Executive Officer / EDA prior to commencement of operations and upon each insurance renewal. The FBO shall provide either 1) a properly executed original Certificate(s) of Insurance and 'certified original' copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the Assistant County Executive Officer / EDA and/or County Risk Manager, provide original Certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Certificate(s) shall contain the covenant that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. Certificates of Insurance and the policies shall covenant that their coverage is primary and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as primary.

If any policy contains a general aggregate limit, it shall apply separately to the Agreement with the County or be less than two (2) times the occurrence limit. All insurance policies are subject to review by the County's Department of Risk Management. The Assistant County Executive Officer / EDA, upon the advice of the County Risk Manager, reserves the right to increase the limits, or require additional insurance coverage, beyond those set forth in these Minimum Standards, subject to applicable provisions of the tenant's lease.

J. Lot Size

Lot sizes may vary according to the type of operation. If available, aircraft tie-downs and hangar space, as well as automobile parking spaces, may be leased from the County to meet these minimum standards. The number of aircraft, hangar, or automobile parking spaces shall be determined during lease negotiations.

K. Outdoor Storage

No outside storage will be permitted except behind enclosed block walls, screened from public view, or as approved by the Assistant County Executive Officer / EDA.

L. Maintenance

Lessee shall be responsible for the adequate maintenance of leased property and in compliance with all applicable Federal, State and Local health and safety regulations.

IV. SCOPE OF SERVICES

Each aeronautical activity has a separate scope of services. The services required of a Full-Service FBO include the Minimum Standards for all combinations of aeronautical activities. The cumulative effect of the Minimum Standards will not equate to any minimum standard greater than that applicable to the Full-Service FBO.

Table A - FULL SERVICE FBO

Each airport shall have a minimum of one (1) Full Service FBO. **Mandatory Requirements:** Full Service FBOs shall provide: aircraft maintenance & repair; flight instruction; fueling of aircraft; transient aircraft parking guidance; positioning of wheel chocks and tie-downs; fireguard for engine starts; baggage handling upon request; have available and provide standardized ground service equipment and recovery equipment for aircraft weighing up to 30,000 lbs at FVA, 40,000 lbs at HRA, and 80,000 lbs at JCRA (service and recovery equipment shall include, but not be limited to, wheel chocks, tie-down ropes or chains, aircraft jacks, tow bars, auxiliary power units, and aircraft tugs); pilots' lounge; and restrooms. **Optional Requirements:** In addition to the required services listed in the preceding sentence, Full Service FBOs may provide: aircraft sales or leasing (including financing), sales of aircraft parts and supplies, radio and avionics sales and repair, aircraft storage hangars and tie-downs, painting and upholstering of aircraft, leasing or renting of automobiles, and operating a restaurant or café.

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
<u>LOT SIZE:</u> 3 acres or 130,680 SF		
Hangar area	14,000 SF	For aircraft storage
Outside storage area	30,000 SF	For tie-down or apron parking
Building space	2, 000 SF	For offices, pilots' lounge and briefing area, conference rooms, classrooms, and restrooms
Automobile parking	20 spaces, with landscaping as required by Ordinance 348	For employees per shift and customer parking
Fuel farm	Refer to Fueling Standards	
Landscaping	To be determined during lease negotiations	Landscaping required around vehicle parking, sidewalks, and building
<u>CERTIFICATION:</u>		
As applicable for each activity	FAA, State, and/or other responsible agency as applicable	For safe and efficient operation of airport and aeronautical activities
<u>PERSONNEL:</u>		
Staff	Adequate number	For safe and efficient operation of airport and aeronautical activities
Certification & training	Proper certification and training	To comply with all applicable regulations
<u>HOURS OF OPERATION:</u>		
Business Hours	7 days/week, 10 hrs/day	Or as demand may require
Fueling services	During business hours and emergency situations	One (1) hr response time during non-business hours
<u>EQUIPMENT:</u>		
Aeronautical operations	Refer to tables for equipment required for each activity	
FBOs providing aircraft fueling and servicing	Refer to Airport Fueling Standards	
<u>INSURANCE:</u>		
Refer to Appendix A		

Table B - AIRCRAFT MAINTENANCE

An aircraft airframe, engine, and accessory maintenance and repair FBO shall provide one or a combination of airframe, engine, and accessory overhauls and repair services on aircraft up to and may include business jet aircraft and helicopters. This category shall include the sale of aircraft parts and accessories.

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
LOT SIZE: ½ acre or 21,780 SF		
Hangar area	6,000 SF	For aircraft storage
Tie-down or apron parking	One (1) per 1,000 SF of hangar space	Outside storage
Building space	400 SF	For offices, public phone, and restrooms
	200 SF	Office storage room
Automobile parking	One (1) per 1,000 SF of hangar area, with landscaping as required by Ord. 348	For employees per shift and customer parking
Landscaping	Specific plans to be determined during lease negotiations	Landscaping required around vehicle parking, sidewalks, and building

CERTIFICATION:

Station	Authorized repair station and certified under FAR Part 145 or Holder of an FAA inspection authorization under FAR Part 43
---------	---

PERSONNEL:

Staff	Sufficient qualified technicians to meet proposal.	
Certification & training	Proper certification and training	To comply with all applicable regulations

HOURS OF OPERATION:

Services	5 days/week, 8 hrs/day	
	Services offered for emergency situations	One (1) hr response time during non-business hours

EQUIPMENT:

Sufficient inventory and equipment available to perform maintenance and repairs to manufacturers' specifications.	Should include but is not limited to tug, tow bar, jacks, and dollies	Operator is encouraged to have the capability of aircraft removal from the airport's operational areas
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INSURANCE:

Refer to Appendix A

Table C - RADIO AND AVIONICS REPAIR STATION & SALES

A radio and avionics repair station FBO engages in the business of and provides a shop for the repair of aircraft avionics, instruments and accessories for general aviation aircraft. This category also includes the sale of new or used aircraft avionics, instruments and accessories.

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
<u>LOT SIZE:</u> 150 SF		
Repair station	150 SF	
Automobile parking	One (1) space per 150 SF, with landscaping as required by Ord. 348	
<u>CERTIFICATION:</u>		
Station	Authorized repair station and certified under FAR Part 145	
<u>PERSONNEL:</u>		
Staff	One (1) FAA certified repairman	
Certification & training	Proper certification and training	To comply with all applicable regulations
<u>HOURS OF OPERATION:</u>		
Business Hours	Available for appointment for at least 40 hrs/week	
<u>EQUIPMENT:</u>		
Sufficient inventory and equipment available to perform maintenance and repairs to manufacturers' specifications.		
<u>INSURANCE:</u>		
Refer to Appendix A		

Table D - FLIGHT INSTRUCTION

A flight instruction FBO engages in instructing pilots in dual and solo flight training, in fixed and/or rotary wing aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
<u>LOT SIZE:</u> 500 SF (not necessarily contiguous)		
Classroom space	200 SF or as appropriate to the size of student population	For classroom instruction
Office and lobby areas	300 SF	For phones, restrooms, and space for adequate customer service
Automobile parking	3 spaces per aircraft, 2 for each additional for a maximum of 10 spaces, with landscaping as required by Ord. 348	For students and employees
Other	Any additional space necessary to house all owned or leased aircraft	
<u>PERSONNEL:</u>		
Staff	One (1) certified flight instructor	To be available during normal hours of operation
	One (1) qualified ground school instructor	For classroom instruction
<u>HOURS OF OPERATION:</u>		
Business Hours	Available for appointment for at least 40 hrs/week	
<u>EQUIPMENT:</u>		
Aircraft	One (1) single-engine aircraft	Available for flight training
<u>INSURANCE:</u>		
Refer to Appendix A		

Table E - AIRCRAFT SALES AND LEASING

An aircraft sales and/or lease FBO engages in the sale and/or lease of aircraft to the public. New aircraft sales involve the sale of new aircraft through franchises or licensed dealerships (if required by local, county, or state authority) or distributorship (on either a retail or wholesale basis) of an aircraft manufacturer. Aircraft sales FBOs may also engage in the sale of used aircraft. This can be accomplished through various methods, including matching potential purchasers with an aircraft (brokering), assisting a customer in the purchase or sale of an aircraft, or purchasing used aircraft and marketing them to potential purchasers. A new aircraft sales and/or leasing FBO must show capability to support maintenance agreements for aircraft sold or leased. A used aircraft sales FBO may also provide such repair, services, and parts as may be necessary to support the operation of aircraft sold. Some requirements may not be appropriate to the sale of used aircraft because of each aircraft's unique operational history. An aircraft sales FBO may also finance aircraft purchases, subject to the applicable licensing requirements.

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
<u>LOT SIZE:</u> 150 SF		
Building space	150 SF	For offices, lobby area, public phone, and restrooms
Tie-down/Hangar space	Adequate number	Storage
Automobile parking	One (1) per employee One (1) per 500 SF of leased space With landscaping as required by Ord. 348	For employees per shift and customer parking
Landscaping	Specific plans to be determined during lease negotiations.	Landscaping required around vehicle parking, sidewalks, and buildings
<u>CERTIFICATION:</u>		
New aircraft	Dealers must possess sales and/or distribution franchise from a recognized aircraft manufacturer	
Aircraft available for sale and leasing	Aircraft must hold FAA registration and current airworthiness certificate	
<u>PERSONNEL:</u>		
Staff	One (1) commercial, qualified for aircraft type.	For demonstration of aircraft
<u>HOURS OF OPERATION:</u>		
Business Hours	Available for appointment at least 40 hrs/week	
<u>EQUIPMENT:</u>		
	Minimum equipment required shall be determined during lease negotiations.	
<u>INSURANCE:</u>		
Refer to Appendix A		

Table F - AIRCRAFT STORAGE

An aircraft storage FBO engages in the construction, rental, and maintenance of conventional hangars or multiple T-hangars.

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
LOT SIZE: 1acre or 43,560 SF		
Storage area of the following or proportionate combination of:	<ol style="list-style-type: none"> 1. Minimum of ten (10) T-Hangars to max of fourteen (14) per acre, or 2. Apron tie-down space of a minimum of 15 aircraft per acre, or 3. Conventional hangar of 10,000 SF. 4. Box hangars - Plot Plan subject to EDA and BOS approval 	
Automobile parking	One (1) for every two (2) hangars, with landscaping as required by Ord. 348	Automobile parking separate from aircraft storage area
Landscaping	Specific plans to be determined during lease negotiations	Landscaping required around vehicle parking, sidewalks, and buildings
PERSONNEL:		
Staff	One (1) contact person	To be available during the normal work week (M-F, 8am-5pm)
HOURS OF OPERATION:		
Minimum via phone contact	5 days/week, 8 hrs/day	
INSURANCE:		
Refer to Appendix A		
ADDITIONAL GUIDELINES:		
The County and Full Service FBOs shall possess the right to provide and operate the public aircraft storage areas unless circumstances warrant otherwise. No business activities shall be operated from storage areas.		

Table G - AGRICULTURAL APPLICATION

An agricultural application FBO engages in air transportation for hire for the purpose of providing the use of aircraft for agricultural operations such as, but not limited to, crop dusting, seeding, spraying, and bird chasing.

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
<u>LOT SIZE:</u> ½ acre or 21,780 SF		
Apron, tie-down area	6,000 SF	Storage
Building space	400 SF	For offices, lobby, public phone, and restrooms
Chemical storage	400 SF	
Automobile parking	Minimum of five (5) parking spaces, with landscaping as required by Ord. 348	For number of employees per shift and average number customers
Landscaping	Specific plans to be determined during lease negotiations	Required around vehicle parking, sidewalks, and buildings
<u>CERTIFICATION:</u>		
Permits and certificates	Must be submitted to Assistant County Executive Officer / EDA or Designee prior to operations.	
Renewals	Furnished to EDA Assistant County Executive Officer/EDA or Designee as received.	
Agricultural Application Operator	Procure and maintain FAR Part 137 Commercial Agricultural Operators Certificate.	
Hazardous Materials Management Permit	Possess Hazardous Materials Management Permit	County Ordinance No. 615
<u>PERSONNEL:</u>		
Staff	Minimum number to be determined during lease negotiations.	
Certification & training	Personnel must be knowledgeable about the safe handling of poisons and agricultural chemicals and the proper disposal of substances intended to be used in operations.	
<u>HOURS OF OPERATION:</u>		
Business Hours	Available for appointment for a minimum of 40 Hrs/week	Services offered 7 days/week
<u>EQUIPMENT:</u>		
To be determined during lease negotiations.		
<u>INSURANCE:</u>		
Refer to Appendix		

Table G - AGRICULTURAL APPLICATION (continued)

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
ADDITIONAL GUIDELINES: Storage and containment of Hazardous Materials		
a.	Comply with California Regional Water Quality Control Board Resolution No. 79-38, dated March 14, 1979.	
b.	Comply with County Ordinance No. 546, Division VIII-Fire Protection Requirement Buildings; and Division XIV-Fire Protection Requirements relating to storage of flammable or combustible liquids used as motor fuel.	
c.	Comply with the 1982 Uniform Fire Code Article 80-Hazardous Materials (section 80.107, 80.108, 80.109, and 80.111); and Article 86-Pesticides storage (all sections).	
d.	Comply with all hazardous waste regulations which can be found in Title 22 of the California Administrative Code and the California Health and Safety Code.	
e.	Submit a waste management plan addressing the items mentioned below with an explicit clause stating that the applicant shall be held responsible for the safe and proper cleanup of any hazardous waste spills.	
f.	Comply with Riverside County Ordinance No. 615 by completing the reporting form and obtaining a Hazardous Materials Management Permit.	
g.	If hazardous wastes are treated and/or stored more than 90 days, or disposed or on-site, a hazardous waste facility must be obtained from the State Department of Health.	
h.	If hazardous wastes are stored 90 days or less, storage area and containment shall meet the following:	
	1. Tanks and/or containers shall be of sound construction and compatible with waste stored (Title 22, California Administrative Code, Sections 66508, 67242, and 67247).	
	2. Tanks and/or containers shall be designed, constructed, maintained, and operated to minimize the possibility of fire, explosion, or any unplanned sudden, or non-sudden release of hazardous waste or any constituents to the soil, air, or surface waste which could threaten human health or the environment (Title 22, California Administrative Code, Sections 67241, 67243, 67244, 67257, and 67259).	
	3. Storage of on-site hazardous waste containers shall be in a structure that will prevent the contamination of the environment with hazardous waste. Design of the structure shall be submitted to the Assistant County Executive Officer / EDA or Designee and Hazardous Material Division prior to construction.	
	4. If hazardous wastes or materials are to be stored underground, applicant must comply with County Ordinance No. 617 by completing the reporting form and obtaining the proper permits.	
	5. Underground tanks shall be of proper design and construction with approved monitoring systems. Records shall be maintained concerning operations, inspections, and monitoring pursuant to County Ordinance No. 617.	
	6. The applicant must take steps to minimize the quantity, toxicity, or other hazards of the waste generated. Such steps shall be submitted in writing to Assistant County Executive Officer / EDA or Designee.	
	7. The facility shall be in compliance with all statutes, regulations, and ordinances pertaining to the management of hazardous waste.	
	8. Operator must submit a Letter of Credit or Performance Bond covering any clean-up or fines imposed caused by the actions or the operator.	

Table H - OTHER AERONAUTICAL ACTIVITIES

All aeronautical activities that were not included in previous sections are required to comply with these minimum standards. Activities include, but are not limited to, Air Tours, Air Charter, Banner Towing, Gliders, Ultra Lights, Parachuting, Airship Operations, and Ballooning.

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
LOT SIZE: ½ acre or 21,780 SF		
Building space	400 SF	For offices, lobby area, and restrooms. Additional space may be required depending on the operation
Aircraft storage	To be determined during lease negotiations	Hangar or outside storage to accommodate the operational activities desired.
Automobile parking	Minimum of five (5) parking spaces or 810 SF, with landscaping as required by Ord. 348	For number of employees per shift and average number customers.
Landscaping	Specific plans to be determined during lease negotiations.	Required around vehicle parking, sidewalks, and buildings.
<u>CERTIFICATION:</u>		
As applicable for each activity	FAA, State, and local certification and licensing as applicable	For safe and efficient operation of airport and aeronautical activities
<u>PERSONNEL:</u>		
Staff	Sufficient number during normal hours of operation	
Certification & training	Properly trained and, if applicable, certified or licensed to perform the activities or a normal course of operation.	To comply with all applicable regulations
<u>HOURS OF OPERATION:</u>		
Services	To be determined during lease negotiations.	Minimum requirements would be: normal telephone contact five (5) days a week (M-F) eight (8) hours a day.
<u>EQUIPMENT:</u>		
	To be determined during lease negotiations depending on the type of activity proposed.	
<u>INSURANCE:</u>		
Refer to Appendix A		

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Exhibit E
Sublease Status Report

EXHIBIT E

AIRCRAFT AND SUBLEASE STATUS REPORT

Date:

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

I certify that I have in my possession current Certificates of Insurance for each aircraft, sublessee and contractor required under Sections 21, and 22 of this Lease and that copies of these certificates have been sent to County. These certificates may be inspected by County upon 48 hours written notice by County.

By: _____ Date: _____
Lessee Designated Representative

Exhibit F
Site Plan

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Exhibit G
Federally Required Lease Provisions

FEDERALLY REQUIRED LEASE PROVISIONS

1. The Lessee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease agreement for a purpose for which a U.S. Department of Transportation (DOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, and (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, the County of Riverside, herein called the County, shall have the right to terminate the lease agreement and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease agreement had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.

4. The Lessee shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, however, that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.

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

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

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Exhibit H
Storm Water Pollution Prevention Plan

Airport California Monitoring Group

Stormwater Pollution Prevention Plan

Jacqueline Cochran Regional Airport

56 850 Higgins Street
Thermal, CA 92274

WDID Number: 733I006138

Preparation Date: July 2015

REVISION SHEET

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

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

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

Revision Date	Section Revised	Purpose of Revision	Revised By
10/10/18	Section 3.2	Change to Sampling Location #1 and add statement	V. Powszok
10/10/18	Section 4.0	Added more detailed explanations to Narrative Assessment of Potential Pollutant Sources	V. Powszok
10/10/18	Section 4.1	Updated typical fuel storage quantities for Fuel Farm and Trucks	V. Powszok
10/10/18	Section 4.2	Removed aircraft washing station – no designated areas on airport	V. Powszok
10/10/18	Section 4.5	Updated Significant Spills and Leaks with Jet Fuel Spill on heavy ramp	V. Powszok
10/10/18	Section 4.7	Updated with correct airport name	V. Powszok
10/10/18	Section 7.0	Removed aircraft washing BMP – no designated areas on airport	V. Powszok
10/10/18	Section 8.3	Added copies of MVO and SEVO forms	V. Powszok
10/10/18	Section 9.0	Added Completed ACFCE form	V. Powszok
10/10/18	Section 10.0	Updated LRP name and title	V. Powszok
10/10/18	Appendix A	Updated maps	V. Powszok
10/10/18	Appendix B	Updated COC form	V. Powszok
10/10/18	Appendix D	Added Appendix for MVO and SEVO forms	V. Powszok
4/1/20	Section 3.2	Updated Site Map location	V. Powszok
4/1/20	Throughout	Removed all references to Signature Flight Support – property sold to TRM Holdings, LLC, dba Ross Aviation (South), executed on 11/19/19.	V. Powszok
4/1/20	Throughout	All references to existing Ross Aviation will now be referred to as Ross Aviation (North).	V. Powszok
4/1/20	Section 4.0	Locations and maps clarified throughout section	V. Powszok
4/1/20	Section 4.1	Removed Signature Flight Support Fuel Truck – now referred to as Ross Aviation (South) Fuel Truck	V. Powszok
4/1/20	Section 4.1	Locations and maps clarified throughout section	V. Powszok
4/1/20	Section 4.2	Locations and maps clarified throughout section	V. Powszok
4/1/20	Section 4.2	Added Desert Jet Center Maintenance Hangar, completed February 2020	V. Powszok
4/1/20	Section 5.1	Clarified Ross Aviation as Ross Aviation (North)	V. Powszok
4/1/20	Section 5.1	Location of Retention Basin clarified	V. Powszok
4/1/20	Section 5.6	Airport Manager changed to County Airport Manager through section	V. Powszok
4/1/20	Section 5.7	Airport Manager changed to County Airport Manager through section	V. Powszok

Revision Date	Section Revised	Purpose of Revision	Revised By
4/1/20	Section 6.0	Storm Water Containment map location clarified	V. Powszok
4/1/20	Appendix A	Updated Site Maps, adding drainage and flow of water, requiring complete update to the way Industrial Areas are referred to.	V. Powszok
7/23/20	Section 4.1	Added California Hwy Patrol Jet A Fuel Tank to list	V. Powszok
7/23/20	Section 4.2	Added California Hwy Patrol Jet A Fuel Tank	V. Powszok
7/23/20	Appendix A	Updated Site Maps, adding California Hwy Patrol Jet A Fuel Tank (A-1, A-2, A-3)	V. Powszok
7/23/20	Appendix C	Added Best Management Practices for California Hwy Patrol	V. Powszok
4/8/21	LRP	Liliana Valle removed; Angela Jamison added	V. Powszok
4/8/21	Section 2.0	Liliana Valle removed; Angela Jamison added	V. Powszok
4/8/21	Section 10.0	Liliana Valle removed; Angela Jamison added	V. Powszok
4/8/21	Appendix C	Updated all BMP's	V. Powszok
2/1/22	Section 1.0	Updated DAR title (Vicki Powszok)	V. Powszok
2/1/22	Section 2.0	Updated SWPP Team title (Vicki Powszok)	V. Powszok
2/1/22	Section 5.6	Added ACMG to training providers	V. Powszok
9/27/22	Section 2.0	Changed Edgar Ocampo's title	V. Powszok
9/27/22	Section 2.0	Changed Daniel Vasquez's title	V. Powszok
9/27/22	Section 2.0	Added Jessica Matie as assisting DAR, date entry and annual reports	V. Powszok
9/27/22	Section 2.0	Added Javier Arreguin as Additional Collection personnel	V. Powszok
9/27/22	Section 2.0	Added Alberto Arredondo as Additional Collection personnel	V. Powszok
9/27/22	Section 4.1	Added Ross Aviation Diesel Fuel Tank to list	V. Powszok
9/27/22	Section 4.1	Added Coulson Aviation USA Jet A Fuel Trucks to list	V. Powszok
9/27/22	Section 4.2	Added Ross Aviation (North) Diesel Tank to list	V. Powszok
9/27/22	Section 4.2	Added Coulson Aviation USA Jet A Fuel Trucks	V. Powszok
9/27/22	Section 4.2	Added Ross Aviation (North Diesel Tank)	V. Powszok
9/27/22	Section 5.1	Added BMP verbiage to "Cleanup areas affected by rinse and wash water"	V. Powszok
9/27/22	Section 5.3	Added verbiage referencing what materials are used for spills	V. Powszok
9/27/22	Section 7.0	Added SPCC plans in place to Aircraft fueling	V. Powszok
10/16/23	Section 2.0	Jessica Matie removed; Jose Ruiz added	J. Ruiz
10/16/23	Section 2.0	Vicki Powszok removed	J. Ruiz

10/16/23	Section 4.1	All references to Ross Aviation were changed to Atlantic Aviation	J. Ruiz
10/16/23	Section 4.2	All references to Ross Aviation were changed to Atlantic Aviation	J. Ruiz
10/16/23	Section 5.4	Added verbiage to "Cover industrial waste disposal and industrial material storage containers"	J. Ruiz
10/16/23	Appendix A	All references to Ross Aviation were changed to Atlantic Aviation	J. Ruiz
6/21/24	Section 4.7	Added a statement regarding the absence of deicing requirement because the airport does not have deicing chemicals onsite	J. Ruiz
9/11/24	Section 1.0	Updated the Organization and Contact Number for Compliance Group Leader Jeffrey Longworth	J. Ruiz
9/15/25	Section 4.2	Replaced Atlantic Aviation with Coulson Aviation USA as the maintenance operator in the Atlantic South Hangar	J. Ruiz
9/15/25	Section 4.5	Removed spills that are older than 5-years old.	J. Ruiz
9/15/25	Section 7.0	Added the following statement to the BMP Implementation table under Aircraft maintenance operations "maintenance materials are stored inside, outside elevated and covered or in containment areas."	J. Ruiz
10/10/25	Section 1.0	County Airport Manager changed to Director of Airports under Angela Jamison's title	J. Ruiz
10/10/25	Section 2.0	County Airport Manager changed to Director of Airports under Angela Jamison's title	J. Ruiz

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

1.0 FACILITY INFORMATION

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

Legally Responsible Person (LRP)

Name	Title	Contact Number
Angela Jamison	Director of Airports	951-529-8195

Duly Authorized Representative(s)

Name	Title	Contact Number
Jose Ruiz	Supv. Development Specialist	951-203-7456

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

Compliance Group Leaders

Name	Organization	Contact Number
Jeffrey Longworth	Earth & Water Law	202-280-6362
Matthew Lentz	GSI Environmental Inc.	949-679-1070
Sarah Hoffman	Environmental Compliance Options	603-746-1059

Qualified Industrial Stormwater Practitioner (if necessary and applicable)

Name	Title	Contact Number

2.0 STORMWATER POLLUTION PREVENTION TEAM

Name	Title	Contact Number	Responsibilities/Duties
Angela Jamison	Director of Airports	951-529-8195	LRP, Oversees implementation
Edgar Ocampo	Ops and Maintenance Supv.	951-538-5164	Sample collection, all observations
Javier Arreguin	Maintenance Worker II	951-212-1884	Assists with sample collection
Alberto Arredondo	Maintenance Worker II	951-201-1047	Assists with sample collection
Jose Ruiz	Supv. Development Specialist	951-203-7456	DAR, data entry, annual reports
Daniel Vasquez	Ops and Maintenance Supv.	951-212-0496	Observations

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

3.0 Site Maps

The Airport's Site Map(s): See Appendix A

3.1 Site Stormwater Drainage

Airport Operations Area Description

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

General Drainage Discussion

Airport stormwater flow is described on Site Map A-3 with stormwater running via ribbon gutters and underground drains to swales running to the south to three retention/settling basins with the outfall south of last basin. If there is a discharge from the basins, an upstream sample location has been identified that represents storm water flows from industrial activity areas.

Off-Site Stormwater Run-On Discussion

N/A

3.2 Stormwater Industrial Discharge Points

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

Discharge Point ID	Description of Industrial Operations in Each Drainage Area and Sampling Location (include lat/long for each discharge point)	Designated for Sample Collection/ Analysis (Y/N)¹
Sampling Location #1	33° 37' 15.79"N, 116° 09', 29.34"W Runoff from all industrial activity occurring at the airport consists of aircraft maintenance, aircraft fueling and fuel storage.	Y

Narrative Sample Reduction Justifications per Section 3.2:

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

4.0 NARRATIVE ASSESSMENT OF POTENTIAL POLLUTANT SOURCES

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

Potential Pollutant Source/Activity

The industrial Activities at the Airport consist of:

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

Each process is discussed in full below:

AIRCRAFT FUELING

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

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

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

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

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

Describe fuel receiving and loading procedures:

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

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

- Fueling operations (including transfer of fuel to tank trucks) is conducted on an impervious or contained pad.
- Fuelers use fueling hoses with check valves to prevent hose drainage after fueling.
- Spill kits are provided on fuel truck, at fuel stations, in each FBO and at strategic locations.

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

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

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

AIRCRAFT and GROUND VEHICLE MAINTENANCE

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

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

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

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

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

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

BMP #1 – GOOD HOUSEKEEPING

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

BMP #2 – PREVENTATIVE MAINTENANCE

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

BMP #3 – SPILL AND LEAK PREVENTION AND RESPONSE

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

BMP #4 – MATERIAL HANDLING AND WASTE MANAGEMENT

- A. **Minimize handling of industrial materials and keep stored to prevent contact with stormwater.**
- B. **All waste receptacles shall have lids closed to prevent trash/waste from stormwater contact.**

- C. **Observe and keep clean outdoor material/waste handling equipment or containers.**
- D. **Training.** (Employees are to be trained in waste/material handling and documentation of this training to be kept on site)

BMP #5 – EROSION AND SEDIMENT CONTROL

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

BMP #6 – EMPLOYEE TRAINING PROGRAM

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

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

4.1 LIST OF INDUSTRIAL MATERIALS

Operator	Material	Storage Location(s) (Reference Map)	Typical Quantity Stored*	Receiving Location(s) (Reference Map)	Shipping Location(s) (Reference Map)	Handling Location(s) (Reference Map)
Atlantic Aviation (North) Fuel Farm	Jet-A and Av-Gas	Area C1 on Map A-2	3 tanks holding 12,000 gallons ea.	Same as storage	Same as storage	Same as storage
Atlantic Aviation (North) Fuel Trucks	Jet A and Av-Gas	Mobile over entire Industrial activity area	1 Av-Gas truck holding 750 gallons and (3) Jet A trucks holding 5,000 gallons ea.	Area C2 on Map A-2	Entire industrial activity area	Entire industrial activity area
Atlantic Aviation (North) Diesel Tank	Diesel	Area C1 on Map A-2	250 gallons	Same as storage	Same as storage	Same as storage
Atlantic Aviation (South) Fuel Truck	Av-Gas	Mobile over entire Industrial Area	1- 5,000 gallon Av-Gas truck	Area B1 on Map A-2	Entire industrial activity area	Entire industrial activity area
Desert Jet Center Fuel Farm	Jet A	Area D1 on Map A-2	1-12,000 Jet A Tank	Same as storage	Same as storage	Same as storage
Desert Jet Center Fuel Trucks	Jet A and Av-Gas	Mobile over entire industrial area	1 Av-Gas truck holding 750 gallons and (3) Jet A trucks holding 5,000 gallons ea.	Area D2 on Map A-2	Entire industrial activity area	Entire industrial activity area
Thermal Aviation Fuel Farm	Jet A and Av-Gas	Area A1 on Map A-2	2 tanks holding 12,000 gallons each	Same as storage	Same as storage	Same as storage
California Hwy Patrol	Jet A	Area E1 on Map A-2	1 Jet A tank holding 12,000 gallons	Same as storage	Same as storage	Same as storage
Coulson Aviation USA	Jet A	Area B-1 on Map A-2	4 to 5 tanks, 10,000 gallons each	Same as storage	Same as storage	Same as storage
Used oil collection site	Used motor oils	Area B2 on Map A-2	300 gallons	Same as storage	Same as storage	Same as storage

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

4.2 Airport Operations Area: Industrial Activity

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

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

Process Description:	Atlantic Aviation (North) Fuel Farm (Aircraft fuel storage)
Areas Where Activity is Conducted are Designated on Site Map (Appendix A)	Area C1 on Map A-2
Responsible Party(ies): Airport N Specific Tenant(s): Atlantic Aviation	Atlantic Aviation
Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:	2- 12,000 gallon Jet A tanks 1- 12,000 gallon Av Gas tank
Describe Containment Structures and Capacity, if applicable.	Above ground fuel storage tanks with secondary containment

4.2 Airport Operations Area: Industrial Activity

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

Process Description:	Atlantic Aviation (North) Fuel trucks (mobile refueling of aircraft)
Areas Where Activity is Conducted are Designated on Site Map (Appendix A)	Entire industrial activity area Area C2 on Map A-2
Responsible Party(ies): Airport N Specific Tenant(s): Atlantic Aviation	Atlantic Aviation
Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:	1 Av Gas truck containing 750 gallons 3 Jet A trucks containing 5,000 gallons each
Describe Containment Structures and Capacity, if applicable.	Aviation fuel trucks

Process Description:	Atlantic Aviation (North) Diesel Tank (Above ground fuel tank contained within fuel farm)
Areas Where Activity is Conducted are Designated on Site Map (Appendix A)	Area C2 on Map A-2
Responsible Party(ies): Airport N Specific Tenant(s): Atlantic Aviation	Atlantic Aviation
Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:	1 Diesel Tank containing 250 gallons
Describe Containment Structures and Capacity, if applicable.	Above ground fuel tank with berm containment on rocks

4.2 Airport Operations Area: Industrial Activity

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

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

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

4.2 Airport Operations Area: Industrial Activity

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

Process Description:	Coulson Aviation USA Fuel Trucks (aircraft fuel storage and dispensing)
Areas Where Activity is Conducted are Designated on Site Map (Appendix A)	Area B2 on Map A-2
Responsible Party(ies): Airport Y Specific Tenant(s): Coulson Aviation USA	Coulson Aviation USA
Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:	4 to 5 10,000 Jet A Fuel Trucks
Describe Containment Structures and Capacity, if applicable.	Aviation fuel truck

Process Description:	Waste oil collection site (tank to hold recycle engine oil)
Areas Where Activity is Conducted are Designated on Site Map (Appendix A)	Area B2 on Map A-2
Responsible Party(ies): Airport Y Specific Tenant(s): County of Riverside	County of Riverside
Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:	300 gallon tank for collection of used aircraft oils
Describe Containment Structures and Capacity, if applicable.	Above ground tank with secondary containment under a metal roof

4.2 Airport Operations Area: Industrial Activity

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

Process Description:	Thermal Aviation Fuel Farm (aircraft fuel storage and dispensing)
Areas Where Activity is Conducted are Designated on Site Map (Appendix A)	Area A1 on Map A-2
Responsible Party(ies): Airport N Specific Tenant(s): Thermal Aviation	Thermal Aviation
Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:	1- 12,000 gallon Jet A tank 1- 12,000 gallon Av Gas tank
Describe Containment Structures and Capacity, if applicable.	Above ground fuel tanks with secondary containment and under cover roof

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

4.2 Airport Operations Area: Industrial Activity

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

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

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

4.2 Airport Operations Area: Industrial Activity

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

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

4.3 Dust and Particulate Generating Activities

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

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

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

4.4 Erodible Surfaces

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

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

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

4.5 Significant Spills and Leaks

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

Check here if no such spills or leaks have occurred in the past 5 years:

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

4.6 Non-Stormwater Discharges

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

1.

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

2.

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

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

4.7 303(d) Listed Waters/Pollutants

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

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

303(d) Listed Water	Pollutants
	Not Applicable: the airport has determined that monitoring for pH, TSS, and O&G also addresses any related 303(d) listed water monitoring requirements.
	No deicing materials are stored or used at the Airport. Aircraft and pavement deicing operations do not occur at the Airport; therefore neither 40 CFR Part 449 deicing effluent limitations nor additional deicing related monitoring parameters are required.

5.0 MINIMUM BMPS

Minimum BMPs categories include:

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

5.1 Good Housekeeping BMPs

Good House-keeping Minimum BMPs	Site Specific BMP Description	Area(s) Implemented	Tools / Equipment	Frequency	Person(s) Responsible	Actions performed in lieu of BMP
Observe and maintain industrial activity outdoor areas	Industrial activity operators are required to keep operation area clean and orderly	All industrial activity operation areas. Majority of maintenance occurs indoors	As needed	As needed during operations	Industrial activity operator	N/A
Minimize or prevent material tracking	Oil/Fuel Spills are cleaned up as soon as practicable after observed to prevent material tracking	All industrial activity operation areas	Absorbent material and other as needed equipment	As needed during operations	Industrial activity operator	N/A
Minimize dust generated	Refueling operations and storage is conducted on concrete or asphalt to minimize dust generated	All industrial activity operation areas	N/A	N/A	N/A	N/A
Cleanup areas affected by rinse and wash water	Ensure that area is clean and free of debris after washing is complete. Wash water is prevented from entering storm drains.		Concrete Ramp Area	As needed	All Industrial activity operators	N/A

Good House-keeping Minimum BMPs	Site Specific BMP Description	Area(s) Implemented	Tools / Equipment	Frequency	Person(s) Responsible	Actions performed in lieu of BMP
Cover stored industrial materials that can be readily mobilized by contact with Stormwater	Stored materials are in containment tanks	All industrial activity operation areas	Storage tanks	Always	Industrial activity operator	N/A
Prevent disposal of rinse/wash waters	No designated wash rack provided; however when washing does occur, waste water is captured in the detention system.	Northwest side of ramp behind Atlantic Aviation (North)	N/A	Always	Operator	N/A
Minimize flows of offsite stormwater and NSWDs into material handling areas	N/A					
Training and awareness for tenants and employees concerning good housekeeping practices	Industrial activity operators are required to train employees for proper use of equipment and good housekeeping practices	All industrial activity areas	N/A	Annually or upon new hires	Industrial activity operators	N/A

5.2 Preventative Maintenance

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

5.3 Spill and Leak Prevention and Response

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

5.4 Material Handling and Waste Management BMPs

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

5.5 Erosion and Sediment Controls

Erosion and Sediment Control Minimum BMP	Site Specific BMP Description	Area(s) Implemented	Tools / Equipment	Frequency	Person(s) Responsible	Actions performed in lieu of BMP
Implement effective wind erosion controls	Industrial activities at this airport are performed on either concrete or asphalt and not impacted by wind erosion	<i>Industrial activity areas</i>	N/A	N/A	N/A	N/A
Provide effective stabilization for inactive areas, finished slopes, and other areas prior to a forecasted storm event.	N/A					
Maintain effective perimeter controls and stabilize site entrances	N/A					
Divert run-on and stormwater generated from within the facility away from erodible materials	N/A					
Properly design sediment basins	All industrial activity area stormwater runoff is collected in a retention/settling area as depicted on airport	Retention basin shown on Map A-4				

Erosion and Sediment Control Minimum BMP	Site Specific BMP Description	Area(s) Implemented	Tools / Equipment	Frequency	Person(s) Responsible	Actions performed in lieu of BMP
	stormwater flow map					

5.6 Employee Training Program

Employee Training Minimum BMPs	Site Specific BMP Description	Person(s) Responsible	Actions performed in lieu of BMP
Identify which personnel need to be trained	<ul style="list-style-type: none"> Personnel involved in the implementation of the stormwater program are provided training at least annually. This included those responsible for implementation and BMPs, visual observations and monitoring, and document updates. 	DAR	N/A
Train stormwater team members	<ul style="list-style-type: none"> Stormwater team members are trained in above training program Fuel providers trained per FAA standards 	DAR	N/A
Prepare or acquire training manuals	<ul style="list-style-type: none"> Industrial Users are required to provide materials for staff on how to use, store and maintain materials. 		
Provide a training schedule	<ul style="list-style-type: none"> Stormwater program training is provided at least annually by Airport California Monitoring Group (ACMG) and training records kept on site. 	DAR	N/A
Maintain training documentation	Documentation shall be kept with hardcopy of SWPPP on site	DAR	N/A

5.7 Quality Assurance and Recordkeeping BMPs

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

6.0 ADVANCED BMPS

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

Advanced BMPs	Area(s) Implemented	Associated Industrial Activity / Material(s)	Inspection Frequency	Person(s) Responsible
Exposure Minimization BMPs				
Stormwater Containment and Discharge Reduction BMPs				
Retention Basin	South end of airport as shown on Map A-4	All airport stormwater	During outfall inspections	Director of Airports
Treatment Control BMPs				
Other Advanced BMPs				

7.0 BMP SUMMARY TABLE

Industrial Activity/ Pollutant Source	Potential Pollutants	BMPs Implemented	Frequency
Aircraft fueling operations (fuel farms)	Aviation Fuels	Good housekeeping, absorbent materials on site, Employee training. Tenants have SPCC plans in place.	During operations
Aircraft maintenance operations	Small fuel/oil spills	Good housekeeping, absorbent materials, employee training, work done indoors. Maintenance materials are stored inside, outside elevated and covered or in containment areas.	During operations
Aircraft fueling operations	Aviation fuels	Good housekeeping, visual inspections, preventative maintenance, absorbent materials, employee training	During operations

8.0 MONITORING IMPLEMENTATION PLAN (MIP)

8.1 MIP Team Members

See SWPPP Team at page 4.

8.2 Industrial Discharge Locations

See Sections 3.1 and 3.2 above.

8.2.1 Representative Sample Reduction

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

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

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

Representative Discharge Locations Selected for Reduction	Justification for Representative Sampling Reductions	Representative Discharge Location Selected for Sampling
Not Applicable		

8.2.2 Qualified Combined Samples

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

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

Discharge Location Samples to be Combined	Justification for Combining Samples for Analysis	Designation of Combined Sample
Not Applicable		

8.3 Visual Observation Procedures

8.3.1 Monthly Visual Observations [MVO FORM D-1]

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

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

Sampling event visual observations should be conducted at the same time sampling occurs at a discharge location. Complete SEVO FORM D-2 (attached) during each sample event at sampling event outfalls in Table 3.2.

8.3.4 Visual Observation Response Procedures

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

8.4 Field Equipment Calibration Procedures

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

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

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

8.5 Chain of Custody Record

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

9.0 Annual Comprehensive Facility Compliance Evaluation

1. Complete ACFCE Form D-3 (attached)

10.0 STORMWATER POLLUTION PREVENTION PLAN CERTIFICATION

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designated to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature: Angela Jamison Date: 10/10/2025

Printed Name: Angela Jamison

Title: Director of Airports

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

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

APPENDIX B
CHAIN OF CUSTODY FORM

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

APPENDIX D
FORMS

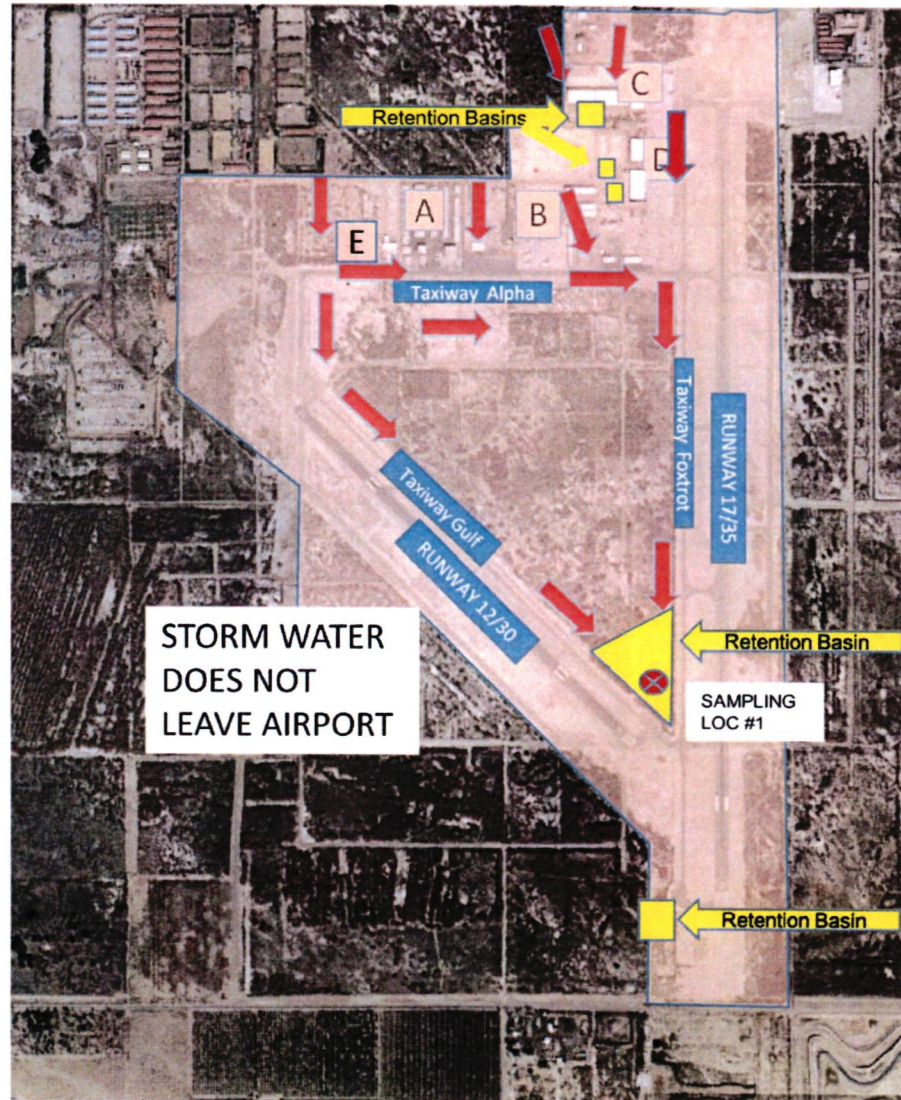
APPENDIX A
SITE MAPS A-1, A-2, A-3 AND A-4

JACQUELINE COCHRAN
REGIONAL AIRPORT

Page 1 of 4

Key:

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



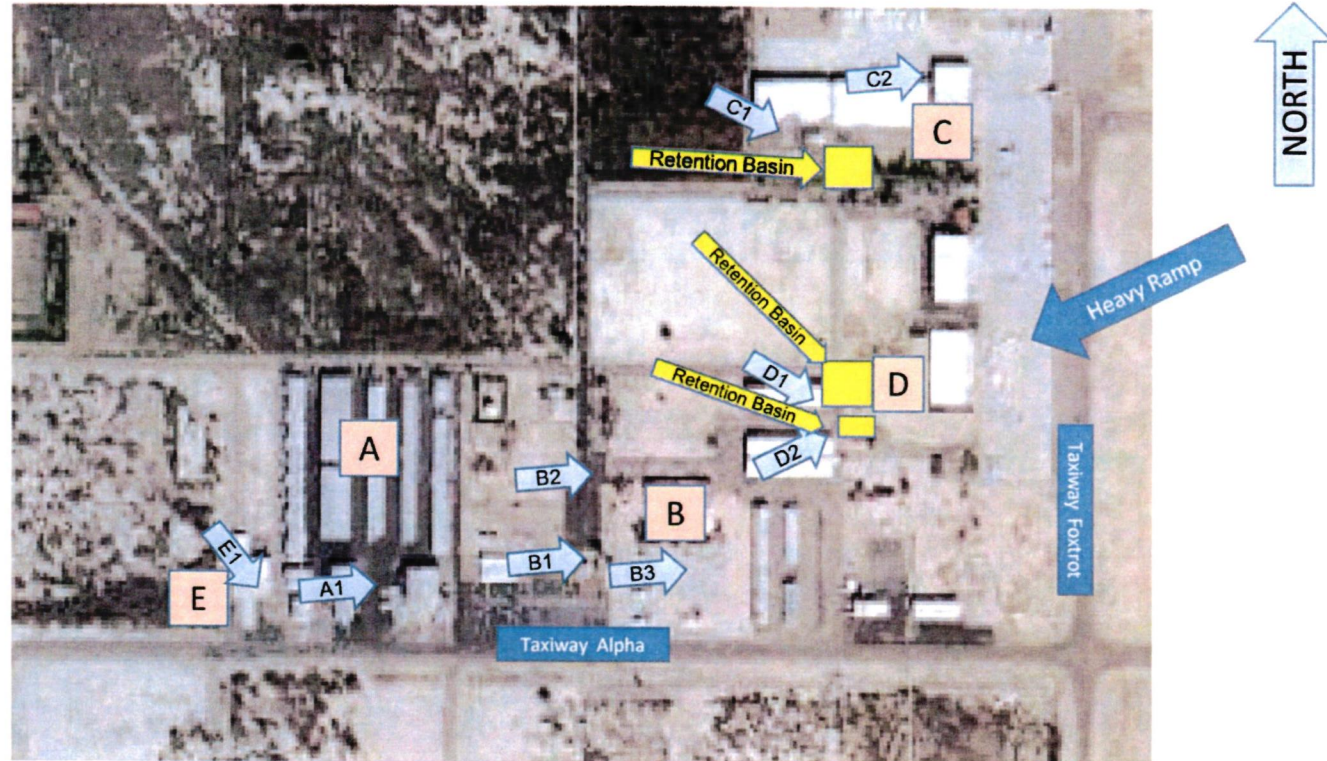
SITE MAP - A-1

JACQUELINE COCHRAN
REGIONAL AIRPORT

Page 2 of 4

Key:

- A:** Obradovich – Thermal Aviation
- A1:** Obradovich – Thermal Aviation Fuel Tanks
- B:** Atlantic Aviation (South)
- B1:** Atlantic Aviation 100LL Fuel Truck
- B2:** Waste Oil Collection
- B3:** Coulson Aviation USA Fuel Truck
- C:** Atlantic Aviation (North)
- C1:** Atlantic Aviation (North) Fuel Tanks and Diesel Tank
- C2:** Atlantic Aviation (North) Fuel Trucks
- D:** Desert Jet Center
- D1:** Desert Jet Center Fuel Tanks
- D2:** Desert Jet Center Fuel Trucks
- E:** California Hwy Patrol JetA Tank



SITE MAPS - A-2

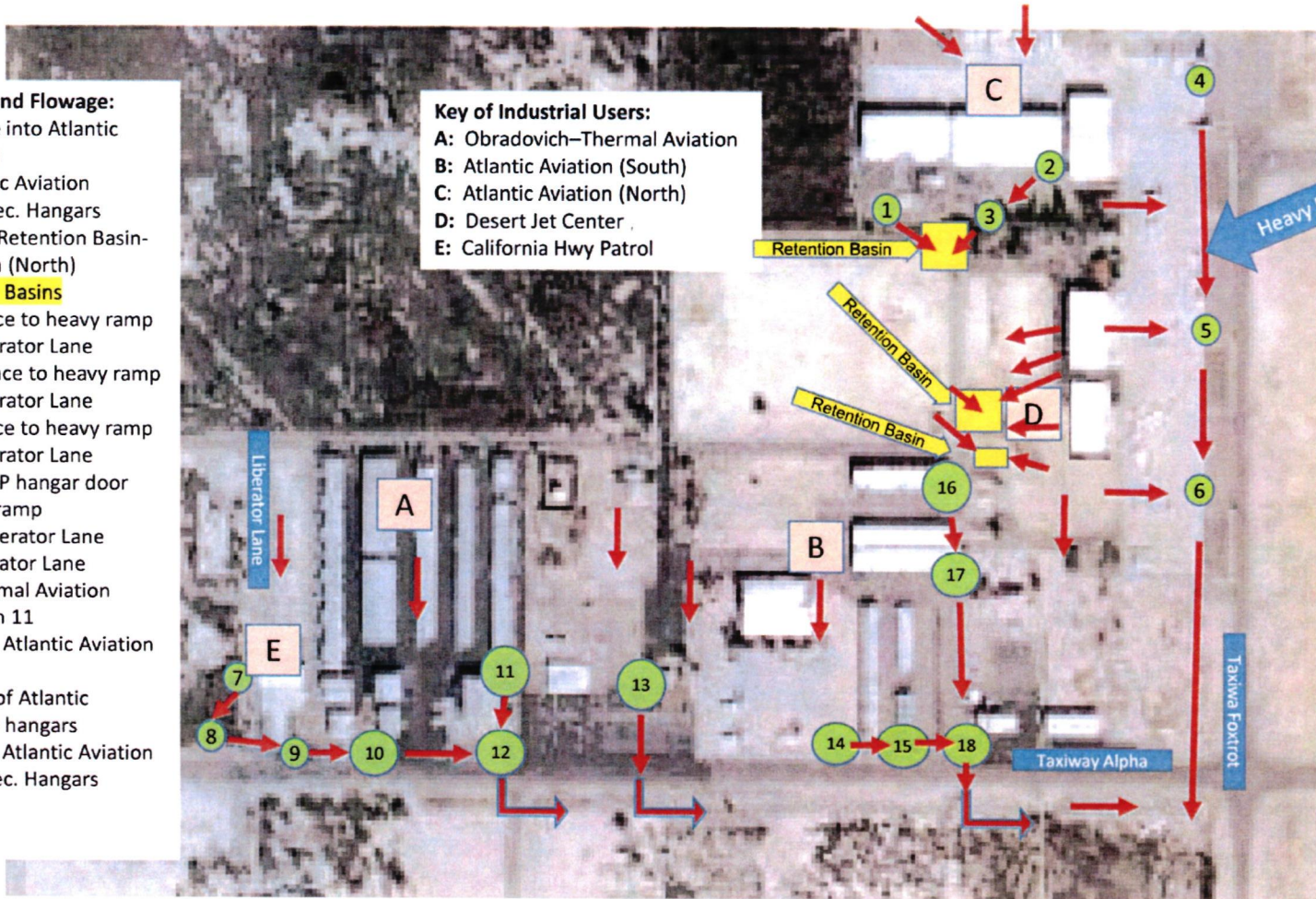
JACQUELINE COCHRAN REGIONAL AIRPORT

Key for Drains and Flowage:

- 1: First entrance into Atlantic Aviation (North)
- 2: End of Atlantic Aviation (North)-near Exec. Hangars
- 3: In grass near Retention Basin-Atlantic Aviation (North)
- Retention Basins**
- 4: North entrance to heavy ramp adjacent to Liberator Lane
- 5: Center entrance to heavy ramp adjacent to Liberator Lane
- 6: South entrance to heavy ramp adjacent to Liberator Lane
- 7: In front of CHP hangar door
- 8: West of CHP ramp
- 9: In front of Liberator Lane
- 10: East of Liberator Lane
- 11: East of Thermal Aviation
- 12: East of drain 11
- 13: Adjacent to Atlantic Aviation (South) ramp
- 14 & 15: South of Atlantic Aviation (South) hangars
- 16 & 17: East of Atlantic Aviation (South) near Exec. Hangars

Key of Industrial Users:

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

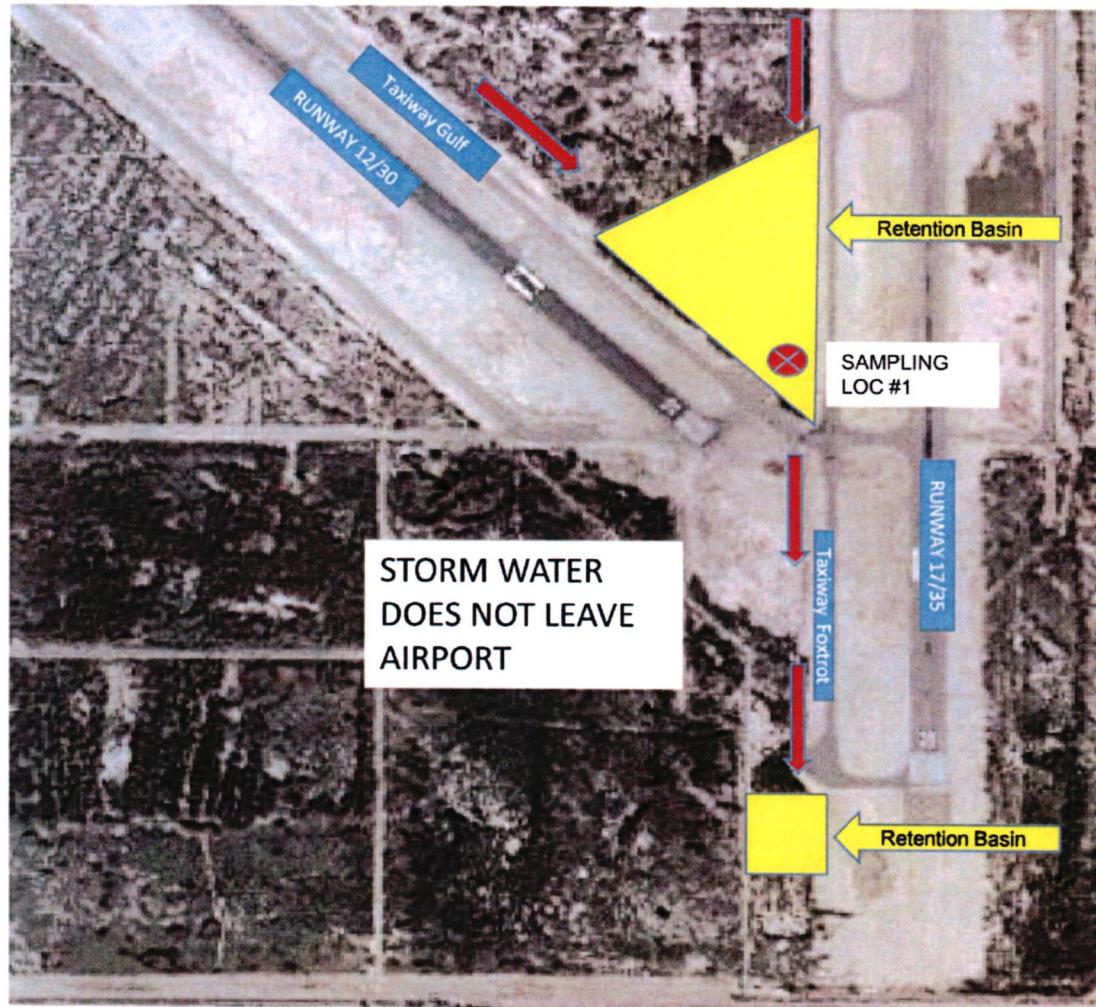


ALL WATER THAT FLOWS TOWARD TAXIWAY ALPHA CONTINUES TO THE LARGE RETENTION BASIN WHERE TWO RUNWAYS INTERSECT - SEE SITE MAP A-4. THE RETENTION BASIN ON THIS MAP DO NOT LEAVE THESE AREAS.

SITE MAPS - A-3

JACQUELINE COCHRAN
REGIONAL AIRPORT

Page 4 of 4



SITE MAP - A-4

APPENDIX B
CHAIN OF CUSTODY FORM

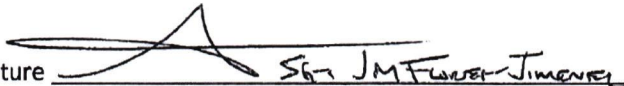
APPENDIX C
BEST MANAGEMENT PRACTICES (BMP's)
FOR INDUSTRIAL USERS

CHP

Best Management Practices (BMPs)

1. **Good housekeeping**
 - a. Keep lease areas free of spills and leaks
 - b. Keep dumpsters closed at all times
2. **Preventative Maintenance**
 - a. Keep equipment that could spill or leak well maintained
 - b. Inspect equipment for leaks
 - c. Establish appropriate schedule for maintaining equipment
 - d. Spill response and clean up materials should be maintained in hangars (pig mats (or equivalent) spill socks, if dry absorbents are used a broom and dust pan as well as waste bucket for spent absorbent must be maintained)
3. **Spill response**
 - a. Fuelers must maintain SPCC plans
 - b. Fuelers must conduct and record training of fueling staff
 - c. All tanks, trucks and fueling systems must be maintained according to SPCC and equipment requirements
 - d. Spill response materials (pig mats (or equivalent) spill socks and booms and personal protective equipment) must be maintained at fuel island and on fuel trucks
4. **Employee Training**
 - a. Tenants must insure that employees are aware of the above BMPs and know how to implement the BMPs

Tenant Signature


Sgt. JM Fowler-Jimenez

Date

5.16.2024

Thermal Aviation

Best Management Practices (BMPs)

1. Good housekeeping

- a. Keep lease areas free of spills and leaks
- b. Keep dumpsters closed at all times

2. Preventative Maintenance

- a. Keep equipment that could spill or leak well maintained
- b. Inspect equipment for leaks
- c. Establish appropriate schedule for maintaining equipment
- d. Spill response and clean up materials should be maintained in hangars (pig mats (or equivalent) spill socks, if dry absorbents are used a broom and dust pan as well as waste bucket for spent absorbent must be maintained)

3. Spill response

- a. Fuelers must maintain SPCC plans
- b. Fuelers must conduct and record training of fueling staff
- c. All tanks, trucks and fueling systems must be maintained according to SPCC and equipment requirements
- d. Spill response materials (pig mats (or equivalent) spill socks and booms and personal protective equipment) must be maintained at fuel island and on fuel trucks

4. Employee Training

- a. Tenants must insure that employees are aware of the above BMPs and know how to implement the BMPs

Tenant Signature _____



Date _____

5/20/24

Coulson Aviation

Best Management Practices (BMPs)

1. Good housekeeping

- a. Keep lease areas free of spills and leaks
- b. Keep dumpsters closed at all times

2. Preventative Maintenance

- a. Keep equipment that could spill or leak well maintained
- b. Inspect equipment for leaks
- c. Establish appropriate schedule for maintaining equipment
- d. Spill response and clean up materials should be maintained in hangars (pig mats (or equivalent) spill socks, if dry absorbents are used a broom and dust pan as well as waste bucket for spent absorbent must be maintained)

3. Spill response

- a. Fuelers must maintain SPCC plans
- b. Fuelers must conduct and record training of fueling staff
- c. All tanks, trucks and fueling systems must be maintained according to SPCC and equipment requirements
- d. Spill response materials (pig mats (or equivalent) spill socks and booms and personal protective equipment) must be maintained at fuel island and on fuel trucks

4. Employee Training

- a. Tenants must insure that employees are aware of the above BMPs and know how to implement the BMPs

Tenant Signature J. Tucker (Jacob Tucker)

Date 16 MAY 2024

Desert Jet

Best Management Practices (BMPs)

1. Good housekeeping

- a. Keep lease areas free of spills and leaks
- b. Keep dumpsters closed at all times

2. Preventative Maintenance

- a. Keep equipment that could spill or leak well maintained
- b. Inspect equipment for leaks
- c. Establish appropriate schedule for maintaining equipment
- d. Spill response and clean up materials should be maintained in hangars (pig mats (or equivalent) spill socks, if dry absorbents are used a broom and dust pan as well as waste bucket for spent absorbent must be maintained)

3. Spill response

- a. Fuelers must maintain SPCC plans
- b. Fuelers must conduct and record training of fueling staff
- c. All tanks, trucks and fueling systems must be maintained according to SPCC and equipment requirements
- d. Spill response materials (pig mats (or equivalent) spill socks and booms and personal protective equipment) must be maintained at fuel island and on fuel trucks

4. Employee Training

- a. Tenants must insure that employees are aware of the above BMPs and know how to implement the BMPs

Tenant Signature

R-Mendez / Roman Mendez

Date 5/20/24

Atlantic Aviation

Best Management Practices (BMPs)

1. Good housekeeping

- a. Keep lease areas free of spills and leaks
- b. Keep dumpsters closed at all times

2. Preventative Maintenance

- a. Keep equipment that could spill or leak well maintained
- b. Inspect equipment for leaks
- c. Establish appropriate schedule for maintaining equipment
- d. Spill response and clean up materials should be maintained in hangars (pig mats (or equivalent) spill socks, if dry absorbents are used a broom and dust pan as well as waste bucket for spent absorbent must be maintained)

3. Spill response

- a. Fuelers must maintain SPCC plans
- b. Fuelers must conduct and record training of fueling staff
- c. All tanks, trucks and fueling systems must be maintained according to SPCC and equipment requirements
- d. Spill response materials (pig mats (or equivalent) spill socks and booms and personal protective equipment) must be maintained at fuel island and on fuel trucks

4. Employee Training

- a. Tenants must insure that employees are aware of the above BMPs and know how to implement the BMPs

Tenant Signature

James Asquardi - Atlantic Aviation

Date

May 31, 2024

APPENDIX D
FORMS

Airport California Monitoring Group

MVO – Monthly Visual Observation Form

THIS FORM SHOULD BE FILLED OUT ONCE PER MONTH

Complete during daylight operating hours on days without precipitation.

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

Airport Name: _____

Inspector Name: _____

Signature: _____ Date: _____ Time: _____

Preceding Weather (past 48 hours): _____

Current Weather Conditions: _____

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

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

*SWPPP revisions only required when Airport BMPs are changed.

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

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

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

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

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

Airport California Monitoring Group

SEVO – SAMPLING EVENT VISUAL OBSERVATION

Airport: _____

Inspector's Name: _____

Title: _____

Signature: _____

Date: _____

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

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

I. STORM EVENT INFORMATION:

<p>Sampling Discharge Location #: _____ (e.g., Refer to Facility Site Map)</p> <p>Date Samples Were Collected: _____</p> <p>Time Samples Were Collected: _____</p> <p>pH: _____ (record test strip result within 15 minutes of collection)</p>	<p>The permit requires that samples are collected from a Qualifying Storm Event (QSE):</p> <p>Confirm the following criteria for a qualifying storm event are met:</p> <p>Discharge occurred from at least one drainage area? Yes No</p> <p>Preceded by 48 hours with no discharge from any drainage area? Yes No</p> <p>Samples were collected within four (4) hours of:</p> <p style="margin-left: 40px;">a. the start of discharge; or</p> <p style="margin-left: 40px;">b. the start of operations (if the event occurs within the previous 12-hour period) Yes No</p>
--	--

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

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

ACMG ANNUAL EVALUATION FORM 2024-2025

AIRPORT NAME: Jacqueline Cochran Regional Airport	INSPECTOR NAME: Edgar Ocampo
TIME: 1:00 <input type="checkbox"/> AM / <input checked="" type="checkbox"/> PM	DATE: 06/03/25

SECTION I. MONITORING RECORD REVIEW

1. Monthly Visual Observations (MVOs):
 - a. Were 12 Monthly Visual Observations completed? Yes No If no, explain:

 - b. Are MVO inspection forms on-site, available for review and properly/fully completed? Yes No If no, explain:

 - c. Identify any necessary corrective actions for "No" responses above:

2. Sampling Event and Visual Observations (SEVOs):
 - a. Were samples collected from designated sampling locations for at least 2 qualifying storm events? Yes No
 If no pick from the following: (i) the airport submitted a *Sampling Frequency Reduction Certification* via SMARTS so that it could sample only once annually Yes; Or (ii) 2 samples were not collected because: (explain)

Airport was monitored for discharge during rain events; no discharge offsite occurred.
 - b. Were sampling event visual observations conducted when samples were collected? Yes No. If no, explain:

 - c. Are the sampling and analysis records (COC and data tables) maintained on site? Yes No. If no, explain:

 - d. Are SEVO inspection forms on-site, available for review and properly/fully completed? Yes No If no, explain:

 - e. Identify any corrective action for "No" responses. [Note that explanations for a. and/or b. above might be that no qualifying storm events occurred. If that is the case, no corrective action is needed for lack of qualifying storm events.]:

3. Has the airport SWPPP been revised between July 1, 2024 and June 30, 2025? Yes No.
 - a. If "yes," list the page numbers/sections that were updated:

Section 1.0 updated 09/11/24
 - b. Was the revised SWPPP uploaded to SMARTS? Yes No.
 - c. If the answer to b. is "no," will the revised SWPPP be uploaded to SMARTS in the next 10 business days? Yes No. If no, explain:

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

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

FORM D-3

ACMG ANNUAL EVALUATION FORM 2024-2025

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

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

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

ACMG ANNUAL EVALUATION FORM 2024-2025

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

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

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



Peter Aldana
Riverside County
Assessor-County Clerk-Recorder
2724 Gateway Drive
Riverside, CA 92507
(951) 486-7000
www.rivcoacr.org

Receipt: 25-382121

Product	Name	Extended
FISH	CLERK FISH AND GAME FILINGS	\$50.00
	# Pages	2
	Document #	E-202501103
	Filing Type	7
	State Fee Prev Charged	false
	No Charge Clerk Fee	false
F&G Notice of Exemption Fee		\$50.00
Total		\$50.00
Tender (On Account)		\$50.00
Account#	TRANS	
Account Name	TRANS - TRANSPORTATION DEPT	
Balance	\$5,234.75	
Comment	SST3646S1182	



State of California - Department of Fish and Wildlife
2025 ENVIRONMENTAL DOCUMENT FILING FEE
CASH RECEIPT
 DFW 753.5a (REV. 01/01/25) Previously DFG 753.5a

RECEIPT NUMBER:
 25-382121
 STATE CLEARINGHOUSE NUMBER (If applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY COUNTY OF RIVERSIDE TLMA AVIATION	LEAD AGENCY EMAIL JRUIZ@RIVCO.ORG	DATE 12/16/2025
COUNTY/STATE AGENCY OF FILING RIVERSIDE		DOCUMENT NUMBER E-202501103

PROJECT TITLE
 APPROVAL OF THE JACQUELINE COCHRAN REGIONAL AIRPORT GROUND LEASE AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE, AS LESSOR, AND AFM AVIATION INC., A NEVADA

PROJECT APPLICANT NAME COUNTY OF RIVERSIDE TLMA AVIATION	PROJECT APPLICANT EMAIL JRUIZ@RIVCO.ORG	PHONE NUMBER (951) 955-5746
PROJECT APPLICANT ADDRESS 4080 LEMON STREET, 14TH FLOOR	CITY RIVERSIDE	STATE CALI
		ZIP CODE 92501

PROJECT APPLICANT (Check appropriate box)

Local Public Agency School District Other Special District State Agency Private Entity

CHECK APPLICABLE FEES:

<input type="checkbox"/> Environmental Impact Report (EIR)	\$4,123.50	\$ _____
<input type="checkbox"/> Mitigated/Negative Declaration (MND)(ND)	\$2,968.75	\$ _____
<input type="checkbox"/> Certified Regulatory Program (CRP) document - payment due directly to CDFW	\$1,401.75	\$ _____
<input checked="" type="checkbox"/> Exempt from fee		
<input checked="" type="checkbox"/> Notice of Exemption (attach)		
<input type="checkbox"/> CDFW No Effect Determination (attach)		
<input type="checkbox"/> Fee previously paid (attach previously issued cash receipt copy)		
<input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only)	\$850.00	\$ _____
<input checked="" type="checkbox"/> County documentary handling fee		\$ 50.00
<input type="checkbox"/> Other		\$ _____

PAYMENT METHOD:

Cash Credit Check Other

TOTAL RECEIVED \$ 50.00

SIGNATURE X <i>I Tejeda</i>	AGENCY OF FILING PRINTED NAME AND TITLE Deputy Isabel Tejeda
--------------------------------	---

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION TO BILL
BY JOURNAL VOUCHER**

Project Name: Approval of the Jacqueline Cochran Regional Airport Ground Lease Agreement between the County of Riverside, as Lessor, and AFM Aviation Inc., a Nevada Corporation as Lessee – Jacqueline Cochran Regional Airport, CEQA Exempt pursuant to State CEQA Guidelines Sections 15061(b)(3), District 4

Accounting String: 523230-40710-1910700000 - ED19102001

DATE: November 26, 2025

AGENCY: Riverside County

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

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED AND PRESENTED BY: Jose Ruiz, TLMA Regional Office Manager, TLMA-Aviation

Signature: Jose Ruiz

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: ~~Cassandra Sandoval~~ **Isabel Tejada**

DATE: **DEC 16 2025**

RECEIPT # (S) **25-382121**



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

F I L E D / P O S T E D		
County of Riverside Peter Aldana Assessor-County Clerk-Recorder		
E-202501103 12/16/2025 03:08 PM Fee: \$ 50.00 Page 1 of 2		
Removed:	By:	Deputy

NOTICE OF EXEMPTION

November 26, 2025

Project Name: Approval of the Jacqueline Cochran Regional Airport Ground Lease Agreement between the County of Riverside, as Lessor, and AFM Aviation Inc., a Nevada Corporation as Lessee – Jacqueline Cochran Regional Airport, CEQA Exempt pursuant to State CEQA Guidelines Sections 15061(b)(3), District 4

Project Location: Jacqueline Cochran Regional Airport, Assessor Parcel Number 759-050-004 and 759-040-013 (a portion)

Description of Project: The County of Riverside (“County”) owns a 5.8-acre aeronautical parcel at the Jacqueline Cochran Regional Airport in the unincorporated community of Thermal, California (“Premises”). The Premises include a 10,625-square-foot aircraft storage hangar and an adjacent 1.97-acre improved ramp area. A portion of the Premises is currently occupied under a month-to-month temporary lease that expired on January 31, 2025. To secure a long-term tenant and encourage development, the County initiated a competitive solicitation process.

On June 10, 2025, the County’s Transportation and Land Management Agency, Aviation Division (“Aviation”), issued a Request for Proposals (RFP) for the lease, development, and operation of the Premises. Following review and evaluation of the proposals received, AFM Aviation Inc., a Nevada corporation (“AFM Aviation”), was selected as the most suitable proposer based on its proposed services, long-term commitment, and development plan.

Aviation negotiated the Jacqueline Cochran Regional Airport Ground Lease Agreement (“Lease”) with AFM Aviation. The Lease will have an initial term of thirty (30) years and shall commence upon the execution of a lease confirmation form by the parties. The lease also provides for the future development of two 28,800 square foot hangars, and an approximate 124,5252 square foot apron. Further CEQA

Approval of the Lease has been identified as a proposed project under the California Environmental Quality Act (CEQA) because a discretionary action is required for approval. Approval of the Lease Agreement is limited to AFM Aviation’s occupancy of the Premises and will not result in any direct effects on the

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

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

environment. Subsequently, approval of the Lease itself will not result in any significant environmental impacts or include any mitigation measures.

Name of Public Agency Approving Project: County of Riverside

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

Exempt Status: State CEQA Guidelines Section 15061(b)(3), General Rule or “Common Sense” Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

Reason Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern, nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project is limited to the approval of a Lease Agreement. Furthermore, this project would not result in any physical direct or reasonably foreseeable indirect impacts to the environment.

- **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 would result in the same continued operation of the Premises and will not create any new significant direct or indirect environmental impacts. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Signed: Jose Ruiz
 Jose Ruiz, TLMA Regional Office
 Manager, County of Riverside
 TLMA-Aviation Division

Date: 11/26/25

Document Root (Read-Only)

Selected Document

2025120799 - NOE - Approval of the Jacqueline Cochran Regional Airport Ground Lease Agreement between the County of Riverside, as Lessor, and AFM Aviation Inc., a Nevada Corporati

Riverside County

Created - 12/17/2025 | Submitted - 12/17/2025 | Posted - 12/18/2025 | Received - 12/18/2025 | Published - 12/18/2025

Whitney N Mayo

Document Details

Public Agency

Riverside County

Document Type

Notice of Exemption

Document Status

Published

Title

Approval of the Jacqueline Cochran Regional Airport Ground Lease Agreement between the County of Riverside, as Lessor, and AFM Aviation Inc., a Nevada Corporati

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Attachments (Upload Project Documents)

3.48 - NOE - Jacqueline Cochran Airport Lease, Thermal.pdf

Contacts

County of Riverside TLMA Aviation - *Jose Ruiz*

4080 Lemon Street 14th Floor
Riverside, CA 92501
Phone : (951) 955-5746
jruiz@rivco.org

Regions

Southern California

Counties

Riverside

Cities

Thermal

Location Details

Parcel Number - 759-050-004 and 759-040-013 (a portion)

Other Location Info

Jacqueline Cochran Regional Airport, Assessor Parcel Number 759-050-004 and 759-040-013 (a portion)

Notice of Exemption

Exempt Status

Other

Type, Section Number or Code Number

15061(b)(3)

Reasons why project is exempt

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County Clerk(s)

Riverside

Signature

Title

Date

SCH Number 2025120799

From Thomas Hubbard <THOMAS.HUBBARD@lci.ca.gov>

Date Thu 12/18/2025 11:16 AM

To Mayo, Whitney <WMayo@Rivco.org>

Hello,

Thank you for submitting your notice through CEQA Submit. Your document has been successfully published.

To view your submission, use the following link.

<https://cegasubmit.lci.ca.gov/Document/Index/327701/1>

Please contact the SCH with any questions at state.clearinghouse@lci.ca.gov.

Thank you,



Thomas Hubbard | *he/him*

Jr. CEQA Analyst

Governor's Office of Land Use and Climate Innovation

Formerly known as the Governor's Office of Planning and Research

Thomas.Hubbard@lci.ca.gov

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****Note:** No reply, response, or information provided constitutes legal advice.

Confidentiality Notice: The information contained in this email and any attachments is for the exclusive use of the intended recipient(s) and may contain confidential and privileged information. It is the property of the California Governor's Office of Land Use and Climate Innovation. Unauthorized use, disclosure, or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you are not the intended recipient, please notify the sender immediately by return email and destroy all copies of the original message and any attachments.

Jacqueline Cochran Regional Airport Ground Lease Agreement
AFM Aviation Inc., Jacqueline Cochran Regional Airport



APN: 759-050-004 (a portion)
and 759-040-013 (a portion)

✓
+ 9

Riverside County Board of Supervisors
Request to Speak

Submit request to the Clerk of the Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form. The Board may limit the public input on any item, based on the number of people requesting to speak and the business of the Board.

SPEAKER'S NAME: Al Mendoza

Address: ~~to~~ 56935 Warhawk Way Hgr D8

City: Thermal Zip: 92274

Phone #: 760-213-4382

Date: 12/16/25 Agenda # 348

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

X Support _____ Oppose _____ Neutral

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

_____ Support _____ Oppose _____ Neutral

I give my 3 minutes to: Al Mendoza

Parking validations available for speakers only – see Clerk of the Board.

(Revised: 04/23/2025)

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES. The Board may limit the public input on any item, based on the number of people requesting to speak and the business of the Board.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, ensuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please ensure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo. **Speakers are prohibited from bringing signs, placards, or posters into the hearing room.**

Individual Speaker Limits:

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Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chair's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chair:

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SPEAKER'S NAME: Mel McQuarrie

Address: 56935 Warhawk Way

City: Thermal Zip: 92274

Phone #: 435 671 1489

Date: 12/16/25 Agenda # 3.48

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

X Support _____ Oppose _____ Neutral

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

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I give my 3 minutes to: Al Mendoza

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(Revised: 04/23/2025)

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SPEAKER'S NAME: Francisco Esquivel

Address: 56935 War hawk way

City: Thermal Zip: 92274

Phone #: 210 719 9809

Date: 12/16/25 Agenda # 3.48

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