

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



ITEM: 3.9
(ID # 29621)

MEETING DATE:
Tuesday, February 03, 2026

FROM : TLMA - AVIATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ AVIATION: Approval of Third Amendment to the Jacqueline Cochran Regional Airport FBO and Maintenance Ground Lease Agreement – Desert Jet Center LLC, Thermal, CA, CEQA Exempt Guidelines Sections 15301 and 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 15301, Existing Facilities exemption and Section 15061(b)(3) "Common Sense" exemption;
2. **Approve** the attached Third Amendment to the Jacqueline Cochran Regional Airport Fixed Base Operation and Maintenance Ground Lease Agreement ("Third Amendment") between the County, as Lessor, and Desert Jet Center LLC, as Lessee, 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 Washington, seconded by Supervisor Gutierrez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: February 3, 2026
xc: Aviation, Recorder, State Clearinghouse

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Previous Fiscal Year:	Current Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 1,050	\$ 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	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside, as lessor (“County”), and Desert Jet Center, LLC, a California limited liability company, as lessee (“Lessee”), entered into the Jacqueline Cochran Regional Airport Fixed Base Operation and Maintenance Ground Lease Agreement dated October 6, 2015 (“Ground Lease Agreement”). The Ground Lease Agreement has been amended by: (1) the First Implementation Agreement to the Jacqueline Cochran Regional Airport Fixed Base Operation and Maintenance Ground Lease Amendment dated December 8, 2016; (2) the First Amendment to the Jacqueline Cochran Regional Airport Fixed Base Operation and Maintenance Ground Lease Agreement dated May 8, 2018; and (3) the Second Amendment to the Jacqueline Cochran Regional Airport Fixed Base Operation and Maintenance Ground Lease Agreement dated February 28, 2023 (collectively, the “Lease”).

The Lease governs Lessee’s use of approximately 4.4 acres of real property (“Leased Premises”) at Jacqueline Cochran Regional Airport for the operation of a full-service Fixed Base Operation (“FBO”). The Lease term commenced on November 1, 2015, and expires on October 31, 2050, with one option to extend the term for an additional five (5) years.

The Lessee has requested an extension of the option period by an additional nine (9) years, resulting in a total option term of fourteen (14) years. In consideration for the extended option period, the Lessee has agreed to invest \$500,000 in capital improvements (“Capital Improvements Investment”) to buildings on the Leased Premises or to common-use airport facilities. The Capital Improvements Investment will need to be expended within 10-years after execution of this Third Amendment. Eligible improvements include contributions toward the design or construction of the anticipated TRM air traffic control tower. The County supports this request, as the proposed investment will promote continued development and enhancement of airport facilities.

The County Transportation and Land Management Agency, Aviation Division (“TLMA–Aviation”), and the Lessee have negotiated the attached Third Amendment to the Lease (“Third Amendment”) to extend the option term and memorialize the Lessee’s commitment to invest \$500,000 in improvements. All other terms and conditions of the Lease will remain unchanged.

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

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

The Third Amendment has been reviewed and approved by County Counsel.

Impact on Residents and Businesses

Approval of the attached Third Amendment will continue to support the County's effort to increase airport operations at the Jacqueline Cochran Regional Airport. Pilots and airport enthusiasts at the Jacqueline Cochran Regional Airport will benefit by the aircraft storage services provided by Lessee.

Additional Fiscal Information

No net County cost will be incurred, and no budget adjustment is necessary, however, the TLMA- Aviation has incurred costs associated with this transaction. County Counsel and CEQA filing 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 NOE	\$ 50
Total	\$ 1,050

Attachments

- Third Amendment to the Jacqueline Cochran Regional Airport Fixed Base Operation and Maintenance Ground Lease Agreement
- Notice of Exemption
- Aerial Map


Crystal Carrillo, Senior Management Analyst 1/28/2026



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

Receipt: 26-34547

Product	Name	Extended
FISH	CLERK FISH AND GAME FILINGS	\$50.00
	# Pages	3
	Document #	E-202600076
	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	\$5,533.75	
Comment	SST3673S366	



2026 ENVIRONMENTAL DOCUMENT FILING FEE CASH RECEIPT

DFW 753.5a (REV. 01/01/26) Previously DFG 753.5a

RECEIPT NUMBER:

26-34547

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 02/05/2026
COUNTY/STATE AGENCY OF FILING RIVERSIDE		DOCUMENT NUMBER E-202600076

PROJECT TITLE

TRANSPORTATION AND LAND MANAGEMENT AGENCY (TLMA): APPROVAL OF THIRD AMENDMENT TO THE JACQUELINE COCHRAN REGIONAL AIRPORT FBO AND MAINTENANCE

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) | \$4,227.50 | \$ _____ |
| <input type="checkbox"/> Mitigated/Negative Declaration (MND)(ND) | \$3,043.75 | \$ _____ |
| <input type="checkbox"/> Certified Regulatory Program (CRP) document - payment due directly to CDFW | \$1,437.25 | \$ _____ |

- Exempt from fee
 - Notice of Exemption (attach)
 - CDFW No Effect Determination (attach) 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 <i>X Isabel Tejada</i>	AGENCY OF FILING PRINTED NAME AND TITLE Deputy Isabel Tejada
-------------------------------------	---



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

FILED / POSTED		
County of Riverside Peter Aldana Assessor-County Clerk-Recorder		
E-20260076 02/05/2026 08:42 AM Fee: \$ 50.00 Page 1 of 3		
Removed:	By:	Deputy

NOTICE OF EXEMPTION

December 19, 2025

Project Name: Transportation and Land Management Agency (TLMA): Approval of Third Amendment to the Jacqueline Cochran Regional Airport FBO and Maintenance Ground Lease Agreement – Desert Jet Center LLC, Thermal, CA, CEQA Exempt pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3), District 4

Project Location: Jacqueline Cochran Regional Airport, Assessor Parcel Number 759-060-018 (a portion)

Description of Project: The County of Riverside, as lessor (“County”), and Desert Jet Center, LLC, a California limited liability company, as lessee (“Lessee”), entered into the Jacqueline Cochran Regional Airport Fixed Base Operation and Maintenance Ground Lease Agreement dated October 6, 2015 (“Ground Lease Agreement”). The Ground Lease Agreement has been amended by: (1) the First Implementation Agreement to the Jacqueline Cochran Regional Airport Fixed Base Operation and Maintenance Ground Lease Amendment dated December 8, 2016; (2) the First Amendment to the Jacqueline Cochran Regional Airport Fixed Base Operation and Maintenance Ground Lease Agreement dated May 8, 2018; and (3) the Second Amendment to the Jacqueline Cochran Regional Airport Fixed Base Operation and Maintenance Ground Lease Agreement dated February 28, 2023 (collectively, the “Lease”).

The Lease governs Lessee’s use of approximately 4.4 acres of real property (“Leased Premises”) at Jacqueline Cochran Regional Airport for the operation of a full-service Fixed Base Operation (“FBO”). The Lease term commenced on November 1, 2015, and expires on October 31, 2050, with one option to extend the term for an additional five (5) years.

The Lessee has requested an extension of the option period by an additional nine (9) years, resulting in a total option term of fourteen (14) years. In consideration for the extended option period, the Lessee has agreed to invest \$500,000 in capital improvements (“Capital Improvements Investment”) to buildings on the Leased Premises or to common-use airport facilities. The Capital Improvements Investment will need to be expended within 10-years after execution of this Third Amendment. Eligible improvements include contributions toward the design or construction of the anticipated TRM air traffic control tower. The County

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

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

supports this request, as the proposed investment will promote continued development and enhancement of airport facilities.

The County Transportation and Land Management Agency, Aviation Division (“TLMA–Aviation”), and the Lessee have negotiated the attached Third Amendment to the Lease (“Third Amendment”) to extend the option term and memorialize the Lessee’s commitment to invest \$500,000 in improvements. All other terms and conditions of the Lease will remain unchanged.

Approval of the Third Amendment 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 Third Amendment is limited to Desert Jet’s occupancy of the premises and will not result in any direct effects on the environment. Subsequently, approval of the Third Amendment 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 15301, Class 1, Existing Facilities Exemption; Section 15061(b)(3), General Rule or “Common Sense” Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

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

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site’s use. The project, as proposed, will be consistent with the existing land use and would not result in a physical change to the property. These improvements fall within the criteria identified in Section 15301 (c) and (d) which allow for the repair and maintenance of existing transportation facilities and rehabilitation of structures and facilities to meet standards of health and safety. Therefore, the project is exempt as it meets the scope and intent of the Categorical Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.

- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid.* This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. Approval of the Third Amendment would result in the same continued operation of the leased 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 Date: 12/19/2025
Jose Ruiz, TLMA Regional Office
Manager, County of Riverside
TLMA-Aviation Division

Document Root (Read-Only)

Selected Document

2026020111 - NOE - Transportation and Land Management Agency (TLMA): Approval of Third Amendment to the Jacqueline Cochran Regional Airport FBO and Maintenance Ground Lease Agreement

Riverside County
Created - 2/4/2026 | Submitted - 2/4/2026 | Posted - 2/4/2026 | Received - 2/4/2026 | Published - 2/4/2026
Whitney N Mayo

Document Details

Public Agency

Riverside County

Document Type

Notice of Exemption

Document Status

Published

Title

Transportation and Land Management Agency (TLMA): Approval of Third Amendment to the Jacqueline Cochran Regional Airport FBO and Maintenance Ground Lease Agreement

Document Description

The County of Riverside, as lessor ("County"), and Desert Jet Center, LLC, a California limited liability company, as lessee ("Lessee"), entered into the Jacqueline Cochran Regional Airport Fixed Base Operation and Maintenance Ground Lease Agreement dated October 6, 2015 ("Ground Lease Agreement"). The Ground Lease Agreement has been amended by: (1) the First Implementation Agreement to the Jacqueline Cochran Regional Airport Fixed Base Operation and Maintenance Ground Lease Agreement dated December 8, 2016; (2) the First Amendment to the Jacqueline Cochran Regional Airport Fixed Base Operation and Maintenance Ground Lease Agreement dated May 8, 2018; and (3) the Second Amendment to the Jacqueline Cochran Regional Airport Fixed Base Operation and Maintenance Ground Lease Agreement dated February 28, 2023 (collectively, the "Lease"). The Lease governs Lessee's use of approximately 4.4 acres of real property ("Leased Premises") at Jacqueline Cochran Regional Airport for the operation of a full-service Fixed Base Operation ("FBO"). The Lease term commenced on November 1, 2015, and expires on October 31, 2050, with one option to extend the term for an additional five (5) years. The Lessee has requested an extension of the option period by an additional nine (9) years, resulting in a total option term of fourteen (14) years. In consideration for the extended option period, the Lessee has agreed to invest \$500,000 in capital improvements ("Capital Improvements Investment") to buildings on the Leased Premises or to common-use airport facilities. The Capital Improvements Investment will need to be expended within 10-years after execution of this Third Amendment. Eligible improvements include contributions toward the design or construction of the anticipated TRM air traffic control tower. The County supports this request, as the proposed investment will promote continued development and enhancement of airport facilities.

The County Transportation and Land Management Agency, Aviation Division ("TLMA-Aviation"), and the Lessee have negotiated the attached Third Amendment to the Lease ("Third Amendment") to extend the option term and memorialize the Lessee's commitment to invest \$500,000 in improvements. All other terms and conditions of the Lease will remain unchanged.

Approval of the Third Amendment 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 Third Amendment is limited to Desert Jet's occupancy of the premises and will not result in any direct effects on the environment. Subsequently, approval of the Third Amendment itself will not result in any significant environmental impacts or include any mitigation measures.

Attachments (Upload Project Documents)

3.9 - NOE - Desert Jet Third Amendment to Lease.pdf

Contacts

County of Riverside Transportation Department - Aviation Division - *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 - 759-060-018

Other Location Info

Jacqueline Cochran Regional Airport, Assessor Parcel Number 759-060-018 (a portion)

Notice of Exemption**Exempt Status**

Categorical Exemption

Type, Section Number or Code Number

15301

Reasons why project is exempt

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

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 the third amendment to a ground lease agreement. Furthermore, this project would not result in any physical direct or reasonably foreseeable indirect impacts to the environment.

This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, will be consistent with the existing land use and would not result in a physical change to the property. These improvements fall within the criteria identified in Section 15301 (c) and (d) which allow for the repair and maintenance of existing transportation facilities and rehabilitation of structures and facilities to meet standards of health and safety. Therefore, the project is exempt as it meets the scope and intent of the Categorical Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.

Exempt Status

Other

Type, Section Number or Code Number

15061(b)(3)

Reasons why project is exempt

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

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 the third amendment to a ground lease agreement. Furthermore, this project would not result in any physical direct or reasonably foreseeable indirect impacts to the environment.

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 Third Amendment would result in the same continued operation of the leased 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.

County Clerk(s)

Riverside

Signature

Title

Date

SCH Number 2026020111

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

Date Wed 2/4/2026 12:59 PM

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/329538/1>

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

lci.ca.gov | [Follow us on LinkedIn](#) | [Follow us on X](#)

****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.

1 **THIRD AMENDMENT**
2 **TO THE JACQUELINE COCHRAN REGIONAL AIRPORT**
3 **FIXED BASE OPERATION AND MAINTENANCE GROUND LEASE AGREEMENT**
4

5 THIS THIRD AMENDMENT TO THE JACQUELINE COCHRAN REGIONAL AIRPORT
6 FIXED BASE OPERATION AND MAINTENANCE GROUND LEASE AGREEMENT ("Third
7 Amendment") is made and entered into as of the 03 day of FEB, 2025
8 ("Effective Date"), by and between the COUNTY OF RIVERSIDE, a political subdivision of the
9 State of California ("County" or "Lessor"), and DESERT JET CENTER LLC, a California limited
10 liability company as lessee ("Lessee"). County and Lessee are individually sometimes referred
11 to herein as a "Party" or collectively as the "Parties."

12 **RECITALS**

13 **WHEREAS**, Lessor owns and operates the Jacqueline Cochran Regional Airport,
14 located at 56850 Higgins Drive, Thermal, California 92274 ("Airport");

15 **WHEREAS**, Lessor and Lessee entered into that certain Jacqueline Cochran Regional
16 Airport Fixed Base Operation and Maintenance Ground Lease Agreement dated October 6,
17 2015, as amended by that certain First Implementation Agreement to the Jacqueline Cochran
18 Regional Airport Fixed Base Operation and Maintenance Ground Lease Agreement dated
19 December 8, 2016, and as amended by that certain First Amendment to the Jacqueline
20 Cochran Regional Airport Fixed Base Operation and Maintenance Ground Lease Agreement
21 dated May 8, 2018, and as amended by that certain Second Amendment to the Jacqueline
22 Cochran Regional Airport Fixed Base Operation and Maintenance Ground Lease Agreement
23 dated February 28, 2023 (collectively, "FBO Lease"), wherein Lessee, among other things,
24 leased approximately 6.710 acres of real property on the Airport ("Fixed Base Operator
25 Leasehold") for the purpose of providing fixed base operating services;

26 **WHEREAS**, Lessee is operating a Fixed Base Operation ("FBO") on the Fixed Base
27 Operator Leasehold as contemplated under the FBO Lease;

28 **WHEREAS**, Lessee has requested an additional nine (9)-year option to extend the term

1 of the FBO Lease, which would result in one (1) option to extend the lease term for a total option
2 period of fourteen (14) years;

3 **WHEREAS**, County desires to grant Lessee the additional nine (9)-year option period in
4 consideration of Lessee's commitment to make a capital improvement investment in the Airport
5 in the amount of Five Hundred Thousand Dollars (\$500,000), to be allocated and expended
6 within ten (10) years from the Effective Date of this Third Amendment; and

7 **WHEREAS**, the purpose of this Third Amendment is to modify and amend the FBO
8 Lease by (i) granting Lessee an additional nine (9)-year option to extend the term of the FBO
9 Lease, and (ii) providing for Lessee's capital improvements investment in the Airport as
10 consideration for the additional option, all in accordance with the terms and conditions set
11 forth herein.

12 **NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency
13 of which is hereby mutually acknowledged, the Parties do hereby agree as follows:

14 1. **Recitals**. The Recitals and attachments referenced above are incorporated herein by
15 this reference and adopted by the Parties to be true and correct.

16 2. **Amendments to the Ground Lease.**

17 a. **Term**. Section 4(a) of the FBO Lease titled, "Option to Extend" is hereby
18 deleted in its entirety and replaced with the following:

19 "(a). **Option to Extend**. Lessee shall have the option to extend the Lease for an additional
20 period of fourteen (14) years ("Option") subject to the following: (1) Lessee is not in breach of
21 any terms and/or provisions of this Lease, (2) Lessor, through its TLMA Agency Director or
22 designee, approves in writing of such exercise of the Option and amendment, which shall not
23 be unreasonably withheld (3) Lessee faithfully fulfills the terms set forth in the Option Period
24 Consideration, and (4) Lessee delivers to Lessor written notice of its intent to exercise the
25 Option no earlier than twelve (12) months before and no less than sixty (60) days before the
26 expiration of the Lease Term.

27 3. **Option Period Consideration**. As consideration for the County's grant of the additional
28 option period set forth herein, Lessee shall undertake and complete capital improvements to

1 Airport infrastructure in an aggregate amount not less than Five Hundred Thousand Dollars
2 (\$500,000). For purposes of this provision, "infrastructure capital improvements" shall mean
3 improvements or upgrades to buildings on the Leased Premises or common-use Airport
4 facilities, including contributions toward the design or construction of the anticipated TRM air
5 traffic control tower. Lessee's total investment in such capital improvements shall be fully
6 allocated and expended within ten (10) years following the Effective Date of this Third
7 Amendment.

8 **4. Miscellaneous**

9 a. **Interpretation.** This Third Amendment, when combined with the FBO
10 Lease, sets forth and contains the entire understanding and agreement of the Parties hereto
11 and correctly sets forth the rights, duties, and obligations of each to the other as of this date.
12 There are no oral or written representations, understandings, or ancillary covenants,
13 undertakings or agreements, which are not contained or expressly referred to within this Third
14 Amendment or the FBO Lease.

15 b. **Waivers; Amendments.** All waivers of the provisions of this Third
16 Amendment and all amendments hereto must be in writing and signed by the appropriate
17 authorized representatives of the County and Lessee. Failure or delay by County in giving
18 notice of any default under this Third Amendment or the FBO Lease shall not constitute a
19 waiver of any default, nor shall it change the time of default. Except as otherwise expressly
20 provided in this Third Amendment and in the FBO Lease, any failures or delays by either Party
21 in asserting any of its rights and remedies as to any default shall not operate as a waiver of
22 any default or of any such rights or remedies. Delays by either Party in asserting any of its
23 rights and remedies shall not deprive either Party of its right to institute and maintain any
24 actions or proceeding which it may deem necessary to protect, assert or enforce any such
25 rights or remedies.

26 c. **Effectiveness of FBO Lease.** Except as modified and amended by this
27 Third Amendment, all other terms and conditions of the FBO Lease remain unmodified and in
28 full force and effect.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

e. **Effective Date.** The effective date of this Third Amendment is the date this Third Amendment is executed by the County’s Chairman of the Board of Supervisors.

[Signatures on the Following Page]

1 IN WITNESS WHEREOF, the Parties have executed this Third Amendment as of the dates
2 written below.

3
4 **COUNTY:**
5 **County of Riverside**, a political subdivision
6 of the State of California

LESSEE:
Desert Jet Center LLC, a California limited
liability company

By: Desert Jet Holdings LLC, a Delaware
limited liability company
Its: Manager

7
8
9 By: *Karen S. Spiegel*
10 **KAREN SPIEGEL**
Chairman, Board of Supervisors

11
12 Date: FEB 03 2026

By: *[Signature]*
James McCool, Manager

13 ATTEST:
14 Kimberly Rector
15 Clerk of the Board

Date: 12-15-25

16
17 By: *[Signature]*
18 Deputy

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

22
23 By: *[Signature]*
24 **Ryan Yabko,**
Deputy County Counsel

Third Amendment to the Jacqueline Cochran Regional Airport FBO and
Maintenance Ground Lease Agreement – Desert Jet Center LLC
56850 Higgins Drive, Thermal, CA 92274



APN: 759-060-018 a portion