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

ITEM: 3.10
(ID # 29623)
MEETING DATE:
Tuesday, February 03, 2026

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 Desert Jet Center LLC, a California limited liability company, as Lessee – Jacqueline Cochran Regional Airport, CEQA Exempt pursuant to State CEQA Guidelines Section 15061(b)(3), District 4. [$10,500 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 Ground 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 the 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 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

FINANCIAL DATA	Previous Fiscal Year:	Current Fiscal Year:	Total Cost:	Ongoing Cost
COST		$ 1,500	$ 10,500	$ 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 ("County") owns a 7.5-acre aeronautical use parcel at the Jacqueline Cochran Regional Airport in the unincorporated community of Thermal, California ("Premises"). The Premises is located in a prime location of the Airport facing the main Runway 17/35, on the corner of the airport heavy ramp and Taxiway A. To secure a long-term tenant and encourage development, the County initiated a competitive solicitation process through a Request for Proposal.

On February 10, 2023, 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, Desert Jet was selected to move forward with negotiations of a long-term lease, and was provided an award letter on March 22, 2023.

Aviation negotiated the terms of the attached Jacqueline Cochran Regional Airport Ground Lease Agreement ("Lease") with Desert Jet.

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

Lessee: Desert Jet Center LLC, a California corporation

APN: 759-060-018 (a portion)

Premises: 7.5-acre property on the corner of the airport heavy ramp and Taxiway A

Term: Thirty (30) year term

Rent: $14,429.25 per month

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

Proposed Operation: Continuation of existing Fixed-Base Operation

Desert Jet is proposing a two (2) phase development project at the Airport. The scope and deadlines for the development are as follows:

Phase I:

- Construction of a 30,987 square foot aircraft hangar and office space
- Construction of a 255,048 square foot concrete aircraft parking apron
- Construction of a vehicle parking lot (53 spaces)
- Construction of a 7,865 square foot detention basin
- Installation of ten (10) EV charging stations

Phase II:

- Construction of a 30,987 square foot aircraft hangar and office space
- Construction of a 61,652 square foot concrete aircraft parking apron
- Construction of a vehicle parking lot (18 spaces)
- Installation of a transformer

Phase I – To be completed sixty (60) months after Lessee's receipt of an electrical utility will serve letter
Phase II – To be completed no later than twenty-nine years from the Commencement Date of the Lease

**Commencement Date shall mean the first day of the month following the Effective Date, which is the date the Lease is fully executed 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. The proposed project is limited to the approval of the Ground Lease and does not allow for any construction activity, change in use, or any other condition that may lead to a direct or indirect physical environmental impact at this time. A meaningful evaluation of impacts resulting from the lease cannot occur until such effects are reasonably foreseeable through design of the improvements. Additional CEQA review will be undertaken upon completion of design and as part of the approval of the development.

The Lease has been reviewed and approved by County Counsel.

Impact on Residents and Businesses

Approval of the attached Lease 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 enhancements in the airport's operational

capabilities, attract additional aviation activity, and support local economic growth through commerce and generated skilled aviation jobs.

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 $10,500 will be reimbursed from the TLMA Aviation Revenue Fund.

County Counsel Review	$ 10,450
CEQA Filing Fees	$ 50
Total	**$ 10,500**

Attachments:

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

Crystal Carrillo

Crystal Carrillo, Senior Management Analyst 1/28/2026

Jacqueline Cochran Regional Airport

Ground Lease Agreement

This Ground Lease Agreement ("Lease"), dated FEB 0 3 2026, is entered into by and between the **County of Riverside, a political subdivision of the State of California**, as lessor, ("Lessor" or "County"), and **Desert Jet Center LLC,** a California limited liability company as lessee ("Lessee"), collectively referred to herein as the "Parties," and individually as a "Party" under the following terms and conditions:

RECITALS

WHEREAS, Lessor owns and operates the Jacqueline Cochran Regional Airport, located in County of Riverside, State of California identified as Assessor's Parcel No. 759-060-018, as depicted on site map attached hereto as Exhibit "A" and incorporated herein by this reference ("Airport");

WHEREAS, Lessor owns 7.5-acres of vacant land as more specifically depicted in Exhibit "B-1", attached hereto and incorporated herein, which Lessor desires to lease to Lessee for the purpose of operating its Fixed Base Operation, including parking and storing aircraft and vehicles in the hangar and ramp area and all other uses contained in this Lease;

WHEREAS, Lessor relies upon fixed base operators to provide aeronautical and aviation-oriented services to the general public. The use, convenience and safety of the public require that the services be provided by competent, trained and licensed personnel, using proper tools and equipment and operating in a clean, convenient space;

WHEREAS, on October 6, 2015, the Lessor and Lessee entered into a Fixed Base Operation and Maintenance Ground Lease Agreement, (the "Original Lease") for 4.4 acres of land at the Airport immediately adjacent to the Leased Premises (as defined in Section 1);

WHEREAS, on August 26, 2025, the County under Minute Order 3.62, adopted Resolution Number 2025-230, Declaring the County's Position on Through-the-Fence Access at County-Owned Airports, as may be amended, to ensure regulatory compliance, and support development within the footprint of the Airport, under the direct control of the County;

WHEREAS, Lessor desires to lease to Lessee the Leased Premises to expand Lessee's existing operation of a Full Service Fixed Base Operation.

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

1. **Property Description.** The real property leased herein is located within the Jacqueline Cochran Regional Airport ("Airport"), County of Riverside, State of California and consists of 7.5 acres of vacant land, as depicted in Exhibit "B-1" ("Leased Premises"). Lessee acknowledges and agrees that Lessee has no fee title interest in or to the Airport land.

2. **Survey and Description.** Within ninety (90) days after the Effective Date, Lessee will supply Lessor with a survey and a legal description (collectively herein referred to as "Survey and Description") of the Leased Premises, prepared by a registered civil engineer at Lessee's expense, showing the exact number of acres comprising the Leased Premises. Upon Lessor approval of the Survey and Description, this Lease shall be administratively amended by the Airport Director to include the Survey and Description as Exhibits "B-2" and "B-3" to this Lease. The size of the Leased Premises and the base rent shall be adjusted to reflect the actual dimensions set forth in the Survey and Description. The monthly base rent, as established in Section 5 below, will be adjusted by multiplying the number of acres times One Thousand Nine Hundred and Twenty-Three dollars and Ninety Cents ($1,923.90) (the "Base Rent Rate"). The

parties have executed a Right of Entry Agreement to perform the surveying including but not limited to locating applicable easements and utilities, environmental, soil stability and other matters prior to executing this Lease.

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

3. Term. This Lease shall commence the first day of the month following the Effective Date ("Commencement Date") and shall terminate thirty (30) years thereafter, ("Lease Term").

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

4. Use. The Leased Premises shall be used for the following purposes and no other without the prior written consent of Lessor. Should Lessee desire to use the Leased Premises in a manner not authorized under the Lease, Lessee shall provide to Lessor a detailed description of the desired use, service and/or operation for Lessor's prior review and approval, in Lessor's sole and absolute discretion. Lessee shall use the Leased Premises to provide the services of a "Full Service FBO" in accordance with the Minimum Standards for Fixed base Operators Riverside County Airports, as amended from time to time, attached hereto as Exhibit D and incorporated herein by this reference. In addition to the services Listed in Exhibit D, all of the uses listed in Section 4(a) and 4(b) below are also permitted uses within the Leased Premises. The Lessor's approval of any change other than as contained in this Section 4. in the use of the Leased Premises may, at Lessor's sole election in accordance with the Minimum Standards for

Fixed Base Operators Riverside County Airports, place additional reasonable specific requirements on Lessee including, but not limited to, the types, limits, and conditions of insurance provided under this Lease.

(a) Permitted Uses:

(i) Sale, retail or wholesale or both, of new and used aircraft, aircraft parts and accessories, including instruments, engines, electronic devices, airman's navigational and personal supplies, and accessories.

(ii) New flight operations, including, but not limited to, flight instruction/training, demonstration of aircraft for sale, charter, air taxi, and flight-testing of aircraft following repair or modification. With regard to charter and air taxi operations, Lessee shall submit to Lessor a complete description of the operations and scope of services provided, and Lessor shall establish insurance coverages and limits for these operations to be obtained by Lessee prior to commencement of such operations. Coverages and limits established for charter and air taxi will be in addition to the coverages required herein.

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

(iv) Painting and upholstering of aircraft, subject to the provisions and limitations in Sections 6(i) and 23 of this Lease.

(v) Servicing and repair of aircraft and any other service usually associated with aircraft servicing operations.

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

(vii) Providing ground school instruction associated with flight training.

(viii) Financing, Leasing, renting, and insuring of aircraft.

(ix) Fuel and lubricant sales for aircraft, including electric charging facilities.

(b) Additional Permitted Uses:

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

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

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

5. Rent. Lessee shall pay to Lessor as initial base rent for the use and occupancy of the Leased Premises monthly rent equal to Fourteen Thousand Four Hundred Twenty-Nine Dollars and 25/100 ($14,429.25) ("Base Rent") as adjusted by the survey, and subject to subsections below in this Section 5. Said Base Rent is due and payable in advance on the first of each month. The Base Rent shall be considered delinquent, if not paid by the 10th of the month.

(a) Rent Commencement. Rent shall commence upon the Commencement Date of this Lease.

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

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

(d) Base Rent Adjustment Mark to Market Value. Beginning July 1, 2030 and every fifth (5th) year thereafter, the Base Rent shall be adjusted to one-twelfth (1/12) of eight percent (8%) of the then-current fair market value of the Leased Premises. Said fair market value shall be for the land and shall not include the value of the structures and all other improvements placed on and under the Leased Premises. In no event will application of this Section 5(d) result in a monthly rental amount lower than the highest previous monthly rental amount except as provided in Section 48.

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

(e) Rental Increases. Beginning July 1, 2027, and at each July 1st thereafter, except for dates coinciding with the appraisals conducted every fifth year as referenced in Section 5(d) above, the Base Rent shall be adjusted by the percentage change in the Consumer Price Index, All Urban Consumers, Riverside-San Bernardino-Ontario for the twelve-month period ending three (3) months before the month of rent adjustment under this paragraph. In no event will application of this paragraph result in a monthly rental amount lower than the highest previous monthly rental amount except as provided in Section 48.

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

(a) Observe and obey, and compel its employees, agents, invitees, sublessees, and those doing business with it to observe and obey, all such rules and regulations of Lessor which are now in effect, or which may hereafter be promulgated,

provided that such rules and regulations do not unduly interfere or conflict with the rights and privileges granted to Lessee in this Lease or any later amendments;

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

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

(d) Operate the Leased Premises and the facilities thereon in a progressive and efficient manner;

(e) Lessee shall engage in nondiscriminatory practices as provided in Section 16 herein, for assignment of tie-down space and provide for the accommodation of itinerant users. Lessee may deny the assignment of tie-down space or doing business with third parties, using its sound business judgement, provided that it is not discriminatory practice;

(f) Lessee shall not park aircraft on any portions of the Airport not included as part of the Leased Premises prior to first utilizing all available space within the Leased Premises;

(g) Lessee shall not prohibit the ingress or egress across Lessee's ramp. Lessee shall solely be responsible for the permitting, operation and maintenance of Lessee's ramp.;

(h) Provide ground maintenance services for the interior, exterior, common areas and grounds of the Leased Premises at Lessee's own expense. Lessee shall accept the Leased Premises in "as-is" condition;

(i) Not engage in the painting of aircraft (other than small 'spot painting' jobs in connection with repairs) within any buildings, unless or until it has established

therein a paint shop which is adequately enclosed and vented, and has been inspected and approved, in writing, by representatives of the Federal Aviation Administration and County's Fire and Building and Safety Departments, meets all other local, state and federal laws and regulations, and all applicable permits have been obtained;

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

(k) Maintain the Leased Premises, approaches thereto, and improvements now or hereafter located thereon, in good, safe and sanitary order, condition, and repair. Throughout the Term of this Lease, Lessee shall, at Lessee's sole cost and expense, maintain or cause to be maintained the Leased Premises and the improvements now or hereafter located on the Leased Premises in good and clean condition and repair, free of debris, and in compliance with (i) all applicable Governmental Restrictions (defined below), and (ii) all applicable rules, orders, and regulations of any insurance company insuring all or any part of the Leased Premises or the improvements thereon or both, and Lessee shall make or cause to be made whatever repairs and replacements are required by such enactments or provisions or future enactments or provisions. The term "Governmental Restrictions" used herein shall mean and include any and all laws, statutes, official policies, ordinances, codes, formal decrees, rulings, regulations, writs, injunctions, orders, rules, conditions of approval or authorizations of any governmental entity, agency or political subdivision, now in force or hereafter adopted, which are applicable to the Leased Premises or the use thereof as of the date such term is being applied. If Lessee fails to perform Lessee's obligations under this Section 6(k), Lessor shall have the right to enter upon the Leased Premises after ten (10) days prior written notice to Lessee (except in the event of an emergency, in which case no notice shall be required), perform such maintenance and repair obligations on

Lessee's behalf, and Lessee shall be fully responsible for and shall promptly pay to Lessor an amount equal to 115% of all costs thereof. Lessee acknowledges and agrees that failure to pay the aforementioned costs shall constitute a default under this Lease. Lessor shall have no obligation to maintain the Leased Premises pursuant to Section 6(k);

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

7. Permits, Licenses and Taxes. Lessee shall secure, at its expense, all necessary permits and licenses as it may be required to obtain regarding the construction, operation, maintenance, and termination or abandonment of activities upon 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 property taxation and Lessee may be subject to the payment of property taxes levied on such interest. Due to the length of the initial Lease Term, Lessee may be subject to a documentary transfer tax. Lessee acknowledges, understands and agrees that Lessee is solely responsible for the timely payment and satisfaction of all taxes incurred as a result of this Lease.

8. Additional Lessee Obligations

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

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

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

(b) Improvement Alterations. Any improvements, alterations, and installation of fixtures (i.e. structural or significant changes to the Premises, items

permanently attached to the Premises, etc.) , to be undertaken by Lessee shall require the prior written approval of the Lessor after Lessee has submitted to Lessor proposed plot and building plans, and specifications therefor, in writing. In addition, Lessee understands and agrees that 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 Lessee shall fully comply with such ordinances prior to the commencement of any construction in connection therewith.

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

"Force Majeure Delay" means a delay due to Force Majeure that, in each case, (a) materially adversely affects the performance by Lessee of its obligations hereunder, (b) is not reasonably foreseeable and is beyond Lessee's reasonable control, (c) despite the exercise of reasonable diligence, cannot be prevented, avoided or removed by Lessee and is not attributable to the negligence, willful misconduct or bad faith of Lessee, and (d) is not the result of the failure of Lessee to perform any of its obligations under this Agreement. Notwithstanding the foregoing, a Force Majeure Delay 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 Lessee's knowledge of such occurrence and has provided Lessor with the details of such event and the length of the anticipated delay within an additional fifteen (15) days thereafter. During the occurrence

and continuance of a Force Majeure Delay, Lessee shall be excused from performance of its obligations under this Agreement to the extent the Force Majeure prevents Lessee from performing such obligations.

9. Development of Improvements Lessee, at its sole expense, shall construct, or cause to be constructed, improvements described in a Lessor approved site plan showing the location and dimensions of all planned improvements. Improvements shall conform to the Minimum Standards for Fixed Based Operators Riverside County Airports attached hereto as Exhibit "D" and incorporated herein by this reference and will include the construction of two additional aircraft storage hangars, and ramp to compliment Lessee's operation of a Full Service FBO. Lessee understands and agrees that 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 Lessee shall fully comply with such ordinances prior to the commencement of any construction in connection therewith.

(a) Phases. The Leased Premises may be developed in two (2) phases, subject to the approval of Lessor, provided that construction for Phase I is completed within sixty (60) months after Lessee's receipt of an electrical utility will serve letter. Lessee shall use reasonable efforts to obtain the will serve letter including timely submission of all required applications, technical information, and supporting documents requested by the utility provider. Phase II shall be completed at a time to be decided by Lessee, after completion of Phase I, but completion of Phase II shall occur no later than twenty-nine (29) years from the Commencement Date of this Lease.

Phase I shall include an approximate 26,790 square foot hangar building and the construction of an approximate 168,733 square foot concrete aircraft parking apron ("Ramp"). The Ramp shall connect to the existing federally funded heavy ramp. Phase I shall provide for sufficient vehicle parking according to applicable local zoning to accommodate both employee and customer parking; site development including but not

limited to landscape, hardscape, security fencing, lighting, utility connections and additional site development as required for permits and construction approvals. Lessee shall have the option to commence construction of the Ramp prior to the construction of the Phase I Hangar.

Phase II shall provide at a minimum, for the construction of an additional approximately 26,790 square foot hangar building. Lessee shall also construct a 4,427 square foot office/maintenance shop in Phase I or in Phase II.

(b) Site Plan. Within ninety (90) days of the Effective Date of this Lease, Lessee shall submit to Lessor a development site plan ("Site Plan") showing the location and dimensions of all planned improvements for Phase I and the general area for Phase II. The design shall be satisfactory to, and approved by the County of Riverside, Aviation Division, prior to Lessee's application to County for building permits. Upon Lessor's written approval, which shall not be unreasonably withheld, the Site Plan may be revised by Lessee from time to time during the Term of the Lease. The Site Plan shall be incorporated into this Lease and attached hereto as Exhibit "G" and incorporated herein.

(c) Full Construction Plans. Phase I. Lessee's minimum required improvements under this Lease shall include: (i) construction of an aircraft parking ramp and associated improvements as the initial improvement, and (ii) construction of a hangar and related improvements, which shall be fully completed within sixty (60) months after Lessee's receipt of an electrical utility will serve letter. Lessee shall use reasonable efforts to obtain the will serve letter including timely submission of all required applications, technical information, and supporting documents requested by the utility provider. Within one hundred eighty (180) days following Lessor's approval of the Site Plan, Lessee shall submit to the County a complete set of construction plans for the aircraft parking ramp and associated improvements for the purpose of obtaining all required construction permits. The construction period for the ramp shall commence within ninety (90) days following issuance of (i) all requisite permits and approvals by the County and (ii) all other

governmental and regulatory approvals ("Construction Permits"). Plans for all improvements must be submitted to Lessor for approval prior to the start of any construction.

To meet the hangar deadline, Lessee shall submit to the County a complete set of construction plans for the hangar and related improvements sufficiently in advance to obtain all required construction permits and shall commence construction within ninety (90) days following issuance of Construction Permits.

Failure to complete construction of the hangar and related improvements within sixty (60) months after Lessee's receipt of the electrical utility will serve letter shall constitute an Event of Default under this Lease, except to the extent such failure is excused pursuant to Section 9(i).

Phase II. In order to exercise the Option(s) to Extend, Lessee shall, during the Lease Term, submit a full set of construction plans to the County to obtain building permits for the construction of Phase II. Construction for Phase II shall commence within twelve (12) months following the issuance of the requisite permits by the County. Plans for this improvement are to be submitted to Lessor for reasonable approval prior to start of construction.

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

(e) Development Costs. All improvements are to be completed at Lessee's sole cost, including but not limited to all on site buildings and infrastructure, the Ramp, as well as required off-site improvements associated with the development as depicted on the Site Plan and subsequent amendments, if any, except as provided in this Lease. Lessee shall pay for construction of any required utility extensions and hookups (including all fees and charges) and any access road improvements. Lessee shall pay all fees,

permits and taxes related to the development. Lessee shall independently verify availability of all services required for their use and development.

(f) Intentionally Deleted.

(g) Airport Sewer. Lessee shall pay a sewer connection fee and a monthly sewer service fee to Lessor. The monthly service fees shall be according to Lessee's proportionate share of the monthly sewage service fees based on area of land leased in effect at the time of Lease execution. The monthly sewer service fee will be adjusted from time to time and be based upon Lessor's sewer service payments to the Coachella Valley Water District and Lessor's cost of repairing, maintaining, and administering the airport's sewer system.

(h) Improvement Alterations. Any improvements, alterations, and installation of fixtures to be undertaken by Lessee shall have the prior written approval of the Lessor after Lessee has submitted to Lessor proposed plot and building plans, and specifications therefor, in writing. In addition, Lessee understands and agrees that 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 Lessee shall fully comply with such ordinances prior to the commencement of any construction in connection therewith.

(i). Electrical Utility Delay

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

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

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

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

10. Real Property Reversion. During the term of this Lease, all improvements, alterations, and fixtures constructed by the Lessee on the Leased Premises shall be owned by Lessee until the Lease is terminated, legally relinquished, abandoned or upon the expiration of Lease including any Options and any hold-over period. Upon termination, relinquishment, abandonment or upon the expiration of the Lease (including any hold-over period), legal title to all improvements constructed by the Lessee shall cease to exist, and all interest associated therewith shall revert to the Lessor free and clear of any and all rights to possession and all claims to or against them by Lessee or any third person or entity. At the expiration or earlier termination of this Lease, Lessee shall also surrender to Lessor possession of the Leased Premises and all improvements and trade fixtures constructed thereon free and clear of all liens, encumbrances and mortgages. Lessee shall have the full and exclusive use and enjoyment of such improvements, alterations, and fixtures during the Term of this Lease. At or prior to the expiration of this Lease, Lessee shall remove, at its expense, such trade fixtures (not including buildings and improvements affixed to the land) and personal property. In the event Lessee does not remove such personal property and fixtures, including trade fixtures, they shall become the property of the Lessor for no further consideration of any kind, and Lessee acknowledges and agrees that Lessor shall have the right to charge Lessee for removal of any personal property, including scrap and other supplies, loose materials, and trade fixtures, that so remain by Lessee upon the expiration or early termination of the Lease. At Lessor's request upon expiration or early termination of the Lease, Lessee shall execute and deliver to Lessor, any assignments of leases and a quitclaim deed, both in commercially reasonable form and as prepared by Lessor. By the quitclaim deed Lessee shall quitclaim any right, title or interest which Lessee may have or claim to have in the improvements.

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

12. Lessor's Reserved Rights.

(a) The Leased Premises is accepted by Lessee subject to any and all existing easements or other encumbrances, and Lessor shall have the right to enter upon the Leased Premises and to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, connections, water, oil and gas pipelines, and telephone and telegraph power lines and such other facilities and appurtenances necessary or convenient to use in connection therewith, over, in, upon, through, across and along the Leased Premises where no building is planned or is constructed, or any part thereof. Lessor also reserves the right to grant franchises, easements, rights of way and permits in, over and upon, along or across any and all portions of said Leased Premises where no building is planned or is constructed as Lessor may elect; provided, however, that no right of the Lessor provided for in this paragraph shall be executed so as to interfere unreasonably with Lessee's use of the Leased Premises as improved or planned to be improved hereunder, or impair the security of any secured creditor of Lessee. Lessor shall cause the surface and improvements of the Leased Premises to be restored to its original condition (as they existed prior to any such entry) upon the completion of any construction by Lessor or its

agents. In the event such construction renders any portion of the Leased Premises unusable, the rent shall abate pro rata as to such unusable portion during the period of such construction. Any right of Lessor set forth in this paragraph shall not be exercised unless a prior written notice of thirty (30) days is given to Lessee; provided, however, in the event such right must be exercised by reason of emergency, then Lessor shall give Lessee such notice in writing as is reasonable under the existing circumstances.

(b) Lessor reserves the right to take any action the Federal Aviation Administration considers necessary to protect the aerial approaches of the Jacqueline Cochran Regional Airport against obstruction, together with the right to prevent the Lessee from erecting or permitting to be erected, any building or other structure on the Jacqueline Cochran Regional Airport, which in the reasonable opinion of Lessor, would limit usefulness of the Jacqueline Cochran Regional Airport or constitute a hazard to aircraft.

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

(d) Notwithstanding any provisions herein, this Lease shall be 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 Regional Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to County of Federal funds for the development of said airport.

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

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

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

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

16. Discrimination or Segregation

(a) Lessee shall not discriminate in Lessee's recruiting, hiring, promotion, demotion or termination practice on the basis of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical condition, or marital status with respect to its use of the Leased Premises hereunder, and Lessee shall comply with

the provisions of the California Fair Employment and Housing Act (Government Code Sections 12900 et seq.), the Federal Civil Rights Act of 1964 (P. L. 88-352), and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), as amended, and all Administrative Rules and Regulations issued pursuant to said acts and orders with respect to its use of the Leased Premises.

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

(c) Lessee assures that it will undertake an affirmative action program as required by 49 CFR, Part 21, to insure 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 49 CFR, Part 21, with respect to its use of the Leased Premises. Lessee further assures that no person shall be excluded on these grounds from participating in or receiving services or benefits of any program or activity covered in this Section 15, with respect to its use of the Leased Premises. Lessee further assures that it will require that its subcontractors and independent contractors provide assurance to Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their subcontractors and independent contractors, as required by 49 CFR, Part 21, to the same effect with respect to their use of the Leased Premises.

17. Termination by Lessor. Lessor shall have the right to terminate this Lease in its entirety in the event any of the following items within this Section 17 are to occur. Notwithstanding Section 19, upon surrendering and vacating the Leased Premises, the

Lessee shall not be responsible for any future rent obligations following the termination of the Lease.

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

(b) In the event that Lessee makes a general assignment of this Lease, (without Lessor's consent) or Lessee's interest hereunder is assigned involuntarily or by operation of law, for the benefit of a majority of its creditors;

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

(d) In the event that Lessee fails to submit the Site Plan to Lessor within ninety (90) days of the Effective Date of this Lease as more particularly set for in Section 9(b) herein;

(e) In the event Lessee fails, or refuses, to meet its rental obligations, or any of its obligations hereunder, within ten (10) days after Lessee's receipt of first written notice or as otherwise provided by law. In the event of a monetary default, Lessee will be sent a 7-day notice of such default, followed by a 3-day notice to pay or quit, followed by a 30-day notice of termination;

(f) With respect to the undeveloped phases, as provided for in paragraph 9(a), if Lessee fails to complete construction of any or all phases of the development within the required time, except as to Phase II;

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

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

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

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

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

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

(m) Lessee fails to commence construction of the improvements as required by this Lease and such breach is not cured within the time provided in Section 8 of this Lease, provided that Lessee shall not have obtained an extension or postponement to which Lessee may be entitled pursuant to Section 8 hereof; or

(n) Lessee abandons or substantially suspends construction of the improvements and such breach is not cured within the time provided in Section 8 of this Lease, provided Lessee has not obtained an extension or postponement to which Lessee may be entitled to pursuant to Section 9 hereof.

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

(a) Lessor fails to perform, keep or observe any of its duties or obligations hereunder; provided, however, that Lessor shall have thirty (30) days in which to correct its breach or default after written notice thereof has been served on it by Lessee; further provided, however, that in the event such breach or default is not corrected, Lessee may elect to terminate this Lease in its entirety or as to any portion of

the Leased Premises affected thereby, and such election shall be given by an additional thirty (30) day written notice to Lessor.

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

20. Default.

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

(b) The injured Party shall give written notice of default to the Party in default ("Notice of Default") pursuant to Section 38 below, specifying the default complained of by the injured Party. Except as otherwise expressly provided in this Lease, any failures or delays by either Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by either Party in asserting any of its rights and remedies shall not deprive either Party of its right to institute and maintain any actions or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies.

(c) Except as otherwise provided herein, if a monetary event of default occurs, prior to exercising any remedies hereunder the injured Party shall give the Party in default written notice of such default. The Party in default shall have a period of fifteen (15) calendar days after such notice is received or deemed received within which to cure the default prior to exercise of remedies by the injured Party.

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

21. Eminent Domain. If any portion of the Leased Premises shall be taken by eminent domain, and a portion thereof remains which is usable by Lessee, in Lessee's discretion, for the purposes set forth in Section 3 herein, this Lease shall, as to the part taken, terminate as of the date title shall vest in the condemnor, or the date prejudgment possession is obtained through a court of competent jurisdiction, whichever is earlier, and the rent payable hereunder shall abate pro rata as to the part taken; provided, however, in such event Lessor reserves the right to terminate this Lease as of the date when title to the part taken vests in the condemnor or as of such date of prejudgment 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

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

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

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

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

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

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

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

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

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

(b) Airport General Liability. Lessee shall maintain Airport General Liability Insurance coverage including, but not limited to, premises/operations liability, contractual liability, products and completed operations liability, independent

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

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

(d) Aircraft Hull and Liability Insurance.

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

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

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

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

(f) All Risk Property Insurance:

(1) All-Risk real and personal insurance coverage, including earthquake and flood if applicable, for the full replacement cost value of building, structures, fixtures, equipment, improvements/alterations and systems on the premises for property that the Lessee owns or is contractually responsible for. Policy shall include Business Interruption, Extra Expense, and Expediting Expense to cover the actual loss of business income sustained during the restoration period. Policy shall name the Lessor as a Loss Payee and provide a Waiver of Subrogation in favor of the Lessor.

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

(g) General Insurance Provisions – All Lines:

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

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

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

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

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

(5) Lessors Reserved Rights - Insurance. If during the term of this Lease or any extension thereof, there is a material change in the scope of services or performance of work the Lessor reserves the right to adjust the types of insurance

required under this Lease and the monetary limits of liability for the insurance coverages currently required herein, if, in the Agency Director of TLMA or designee's reasonable judgment, upon advice of the Lessor Risk Manager, the amount or type of insurance carried by the Lessee has become inadequate. The Lessee agrees to notify the Lessor of any plan or change of plan for the Lessee's operations and such notification shall occur prior to implementing any such change.

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

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

24. Insurance for Fuel Suppliers. During the Lease Term, Lessee shall also require suppliers of fuel to procure, maintain, show evidence and comply with all requirements of insurance as follows:

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

(b) Commercial General Liability. Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations, personal and advertising injury covering claims which may arise from or out of Supplier's performance of its obligations hereunder. Policy shall name the Lessee, all the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective Directors, Officers, Board of Supervisors,

elected officials, employees, agents or representatives as Additional Insureds. The policy's limit of liability shall not be less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

(c) Vehicle Liability. Supplier shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the Lessee, County of Riverside, Special Districts, their respective Directors, Officers, Board of Supervisors, elected officials, employees, agents, or representatives as Additional Insureds.

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

(e) General Insurance Provisions – All lines. Lessee shall cause Supplier's insurance carrier(s) to furnish the Lessor and the County of Riverside with a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the Lessee and the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, the Supplier's Agreement shall terminate forthwith, unless the Lessee and the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original

policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect.

Supplier shall not commence operations until the County of Riverside has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

The Supplier's insurance company(s) shall agree and the Certificate(s) of Insurance and policies shall so covenant that coverage provided by them shall be construed as primary insurance, and the Lessee's and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

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

26. Acceptance of Premises. Prior to the commencement of the Lease Term, Lessee, at Lessee's sole expense, shall have investigated and approved the physical condition of, and the condition of title with respect to, the Leased Premises. Lessor has provided to Lessee without any representation or warranty all information in Lessor's

possession or control regarding the condition of the Leased Premises, including information concerning hazardous substances and seismic faulting.

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

Lessor makes no representations, express or implied, with respect to the legality, fitness, or desirability of the Leased Premises for Lessee's intended use. If Lessee desires to do so, Lessee shall have the right to conduct its own investigation, to its satisfaction, with respect to any matters affecting Lessee's ability to use the Leased Premises for Lessee's intended use. Lessee represents that it has inspected the Leased Premises and acknowledges and agrees that the Leased Premises shall be delivered from Lessor to Lessee in an "as is" physical condition, with no warranty, express or implied by Lessor as to the presence of hazardous substances, or the condition of the soil, its geology or the presence of known or unknown faults, and fully assumes any and all risk associated with the use thereof. Lessor shall not be liable to Lessee, its officers, agents, employees, subcontractors or independent contractors for any bodily injury, personal injury or property damage suffered by them or others which may result from hidden, latent or other dangerous conditions in, on, upon or within the Leased Premises. If the condition of the Leased Premises is not in all respects entirely suitable for the use or uses to which such Leased Premises will be put, then it is the sole responsibility and obligation of Lessee to place the Leased Premises in all respects in a condition entirely suitable for the development thereof, solely at Lessee's expense. Effective at the commencement of the Lease Term, Lessee waives, releases and discharges Lessor, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, Board of Commissioners, elected and appointed officials, employees, agents, representatives and attorneys, from any and all present and future

claims, demands, suits, legal and administrative proceedings, and from all liability for damages, losses, costs, liabilities, fees and expenses (including without limitation, 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 substances on the Leased Premises, or the existence of hazardous substances contamination in any state on the Leased Premises, however the hazardous substances came to be placed there. Lessee acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

To the extent of the release set forth in this Section 26, Lessee hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of California Civil Code.

Lessee Initials_____

The obligations of Lessee set forth in this Section 26 shall survive expiration of the term of this Lease, or earlier termination.

27. <u>Assignment and Subletting.</u>

(a) Lessee represents and agrees that its undertakings pursuant to this Lease are for the purpose of providing fixed base operation and maintenance services, and not for speculation in land holding. Lessee further recognizes that the qualifications and identity of Lessee are of particular concern to Lessor in light of the following: (1) the importance of the development of the Leased Premises to the community; and (2) the fact that a change in ownership or control of Lessee or any other act or transaction involving or resulting in a significant change in ownership or control of Lessee, is for practical purposes a transfer or disposition of the property then owned by Lessee. Lessee

further recognizes that it is because of such qualifications and identity that the Lessor is entering into the Lease with Lessee. Therefore, no voluntary or involuntary successor in interest of Lessee, or a sublessee, shall acquire any rights or powers under this Lease except as expressly permitted herein

(b) Lessee shall not assign or attempt to assign all or any part of this Lease or 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 manner any of its rights, duties or obligations hereunder to any person or entity without the prior written consent of Lessor being first obtained, said consent shall not to be unreasonably withheld. This prohibition shall not be deemed to prevent the granting of easements or permits as well as mortgages, (including deeds of trust, and assignments approved by Lessor) and other related encumbrances to facilitate the development of the Leased Premises. Lessee shall submit all documents pertaining to any such transaction referenced in the foregoing paragraph to Lessor for approval prior to entering into such agreements. Lessee shall submit executed subleases and all required certificates of insurance and endorsements to insurance policies, as required herein, to Lessor for approval prior to sublessees except for aircraft tie-down and storage, occupying the subleased premises.

(c) For the reasons cited above, Lessee represents and agrees for itself and any successor in interest that without the prior written consent of the Lessor, there shall be no significant change in excess of 50% in the ownership of Lessee, or with respect to the identity of the parties in control of Lessee, by any method or means. The current party in control of Lessee is James McCool or Jared Fox. Said consent shall not be unreasonably withheld and shall be provided by the Riverside County Board of Supervisors by written amendment or memorandum of lease.

(d) Any sublease, assignment or transfer of this Lease or any interest herein, or significant change in excess of 50% in ownership of Lessee, shall require the written approval of the Lessor, said approval shall not to be unreasonably withheld. Lessee shall

promptly notify the Lessor of any proposed subleases except for aircraft tie-down and storage, and all changes whatsoever in the identity of the Parties in control of Lessee. This Lease may be terminated by the Lessor if there is any significant change in excess of 50% (voluntary or involuntary) in management or control, of Lessee (other than such changes occasioned by the death or incapacity of any individual), or non-Lessor approved subleases. In the event of the death or incapacity of any individual who controls Lessee or the manager of Lessee, any resulting change in the management of the Improvements or the control of the day-to-day operations of the Leased Premises and the Improvements shall be subject to the approval of the Agency 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 approved as to form and substance by Lessor. Subleases approved by the Lessor shall be evidenced by subleases approved as to form and substance by Lessor.

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

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

28. Right to Encumber/Right to Cure.

(a) Lessee's Right to Encumber. Notwithstanding provisions of Section 28 herein, Lessor does hereby consent to and agree that Lessee may encumber or assign, or both, for the benefit of a senior lender ("Encumbrancer"), this Lease, the leasehold estate and the improvements thereon (not including Lessor's fee title interest in the Airport property) by a deed of trust, mortgage or other security-type instrument, herein

called "trust deed" to assure the payment of a promissory note evidencing a construction loan for development of the improvements required herein by Lessee if the Encumbrancer is an established bank, government lender, Small Business Administration, savings and loan association or insurance company, and the prior written consent of Lessor shall not be required:

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

(2) To any subsequent transfer of this Lease to the Encumbrancer if the Encumbrancer is an established bank, savings and loan association 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 the Encumbrancer forthwith gives notice to Lessor in writing of any such transfer, setting forth the name and address of the Encumbrancer, the effective date of such transfer, and the express agreement of the Encumbrancer assuming and agreeing to perform all of the obligations under this Lease, together with a copy of the document by which such transfer was made.

Any Encumbrancer described in Section 28(a)(2) above which is the transferee under the provisions of Section 28(a)(1) above shall be liable to perform the obligations and duties of Lessee under this Lease only so long as such transferee holds title to the leasehold and shall execute any documentation required by Lessor to memorialize transfer and assumption of such Lease obligations.

Any subsequent transfer of this leasehold hereunder, except as provided for in Section 28(a)(2) above, shall not be made without the prior written consent of Lessor, in Lessor's sole discretion, and shall be subject to the conditions relating hereto as set forth in Section 28 herein. Lessee shall give Lessor prior notice of any such trust deed and shall accompany such notice with a conformed copy of the trust deed and note secured thereby.

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

(c) Encumbrancer Cure Rights. Notwithstanding anything to the contrary contained in this Lease, Lessor shall not terminate this Lease due to an uncured default of Lessee unless, following expiration of Lessee's applicable cure period, Lessor first provides each Encumbrancer that has provided Lessor with written a written request to receive notification of Lessee defaults, not less than thirty (30) days' notice of its intent to terminate if Lessee's default can be cured by the payment of money (a "Monetary Default"), and not less than ninety (90) days' notice of its intent to terminate if Lessee's Default is of another type (a "Non-monetary Default"), and an Encumbrancer fails to cure such Monetary Default within thirty (30) days after receipt of such notice or an Encumbrancer fails to cure or, an Encumbrancer fails to cure such Non-monetary Default within ninety (90) days after receipt of such notice. If such Non-monetary Default cannot reasonably be cured by such Encumbrancer within said ninety (90) day period (or is such that possession of the Leased Premises is necessary for Encumbrancer to obtain possession and to remedy the Default), the date for termination shall be extended for such period of time as may be reasonably required to remedy such Default, but in no event no longer than one hundred and twenty (120) calendar days after the date of the initial notice to terminate the Lease delivered to Encumbrancer if, (a) Encumbrancer shall have fully cured any default in the payment of any monetary obligations of Lessee under

this Lease within thirty (30) days after its receipt of notice of Lessor's intent to terminate, and shall continue to pay on time such monetary obligations as and when the same are due under the Lease, and (b) Encumbrancer continues its good faith and diligent efforts to remedy such Non-monetary Default (including its acquisition of possession of the Leased Premises if necessary to the cure of such Default). In no event shall the Lessor be precluded from exercising remedies if its right become or are about to become materially jeopardized by any failure to cure a default or the default is not cured within ninety (90) calendar days after Lessor delivers to Encumbrancer the first notice of intent to terminate the Lease.

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 defaults have been cured by Encumbrancer or Lessee, and if such Defaults shall be cured and the Encumbrancer shall discontinue such foreclosure proceedings, this Lease shall continue in full force and effect as if Lessee had not defaulted under this Lease. Subject to Section 29 below, Encumbrancer shall have right to hazard insurance proceeds resulting from damage to improvements up to and including the balance due Lender or any Loan to Lessee secured by the Leased Premises.

29. <u>Damage or Destruction.</u>

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

(b) In the event any of the Improvements are damaged by an uninsured casualty, or the insurance proceeds are insufficient to repair or restore the Improvements to their condition prior to the casualty, Lessee shall promptly remove the

debris resulting from such event, and within a reasonable time thereafter shall either (i) repair or restore the improvements so damaged to the extent economically feasible, such repair or restoration to be performed in accordance with all provisions of this Lease, or (ii) erect 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 years of the Lease, demolish the damaged portion of such improvements, restore any remaining improvements to an architectural whole, remove all rubbish, and pave or plant grass and otherwise restore the area to a neat, orderly, sanitary and attractive condition. Lessor shall have the option to choose among the aforesaid alternatives, subject to rights of permitted Encumbrancers secured by the Lease by Lessee shall be obligated to perform one of such alternatives. Lessee shall give notice to Lessor within a reasonable time of which alternative it elects.

Except as expressly provided in this Lease, no deprivation, impairment, or limitation of use resulting from any damage or destruction or event or work contemplated by this Section 29 shall entitle Lessee to any offset, abatement, or reduction in Rent, nor to any termination or extension of the Term hereof.

30. Lessor's Nonresponsibility.

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

31. Toxic Materials.

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

of on, under, or about the Leased Premises or transport to or from the Leased Premises any flammable explosives except as provided in this Lease, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, "Hazardous Materials"). For the purpose of this Lease, hazardous materials shall include, but not be limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as "hazardous wastes" in Section 25117 of the California Health and Safety Code or as "hazardous substances" in Section 25316 of the California Health and Safety Code; and in the regulations adopted in publications promulgated pursuant to said laws now and in the future. Lessee is not responsible for any toxic materials and/or any toxic material impacts unless such toxic materials or toxic material impacts are directly caused by acts or omissions of Lessee or Lessee's subtenants. If there is a spill or leakage of any Hazardous Materials on the Leased Premises, Lessee shall cause the timely and complete remediation of said spill or leakage in accordance with all applicable laws and regulations, and the Lessee shall not be held in default of this Lease.

32. National Pollution Discharge Elimination System (NPDES) Permit. Lessee acknowledges, understands and agrees that it shall comply with California State Water Resources Control Board general permit requirements now and in the future relating to storm water discharges associated with activities such as aircraft rehabilitation, mechanical repairs, fueling, lubrication, cleaning, painting and deicing. Lessee further acknowledges, understands and agrees that it shall participate as a co-permittee under said general permit, participate in the Jacqueline Cochran Regional

Airport Storm Water Pollution Prevention Plan (SWPPP) as noted in Exhibit "F", attached hereto and by this reference made a part of this Lease, including without limitation, the Best Management Practices, Best Available Technology Economically Achievable, and Best Convention Pollutant Control Technology.

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

Lessee shall not encumber Lessor's fee estate in the Airport property with any mortgage. Lessee shall not place, or allow to be placed, against the Airport property or any portion thereof, any mortgage, trust deed, encumbrance or lien not authorized by this Lease. In addition, Lessee shall remove, or shall have removed, any levy or attachment made on title to the leasehold estate created by this Lease and/or the Airport property (or any portion thereof) or shall assure the satisfaction thereof within a reasonable time but in any event prior to a sale thereunder. Under no circumstances whatsoever shall the Lessee allow any security instruments to be recorded against the Lessor's fee interest in the Airport property. Notwithstanding Lessee may encumber its improvements, including all buildings indicated in Phase 1 and Phase 2 of this Agreement, provided that the Lessor approves any such encumbrance; such approval will not be unreasonably withheld.

34. Employees and Agents of Lessee. It is understood and agreed that all persons hired or engaged by Lessee shall be considered to be employees or agents of Lessee and not of Lessor. Lessee is a limited liability company, limited partnership or corporation duly formed and in good standing under the laws of the State of California, has full legal right, power, and authority to enter into this Lease and to carry out and consummate all transactions contemplated by this Lease, and by appropriate action has duly authorized the execution and delivery of this Lease. Further, Lessee will take those actions required to remain in good standing under the laws of the state of California during the term of this Lease. It is expressly understood and agreed that Lessee (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which Lessor employees are entitled, including, but not limited to, overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the Parties, and Lessee shall hold Lessor harmless from any and all claims that may be made against Lessor based upon any contention by a third party that an employer-employee relationship exists by reason of the Lessee.

35. Binding on Successors. Lessee, its assigns and successors in interest, shall be bound by all the terms and conditions contained in this Lease, and all of the Parties thereto shall be jointly and severally liable hereunder, unless released in writing by Lessor.

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

37. Severability. In the event any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will never the less continue in full force without being impaired or invalidated in any way.

38. Jurisdiction and Venue. This Lease is construed under the laws of the state of California. The Parties agree to the jurisdiction and venue of the Superior Court in the County of Riverside, state of California. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this Lease shall be tried in a court of competent jurisdiction in the County of Riverside, 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.

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

COUNTY	LESSEE
County of Riverside, TLMA Aviation Division 4080 Lemon Street, 14th floor Riverside, CA 92501 Attn: TLMA – Aviation Division	Desert Jet Center LLC 56600 Invader Ave. Thermal, CA 92274 Attn: Jared Fox And to: James McCool c/o Desert Jet Center LLC 56600 Invader Ave. Thermal, CA 92274

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

Formal notices, demands and communications between Lessor and Lessee shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return

receipt requested, to the principal offices of the Lessor and Lessee, as designated in this Section 39. Any notice that is transmitted by electronic facsimile transmission shall be followed by delivery of a "hard" copy, and shall be deemed delivered upon its transmission; any notice that is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received the day after the documented date of delivery; and any notice that is sent by registered or certified mail, postage prepaid, return receipt required shall be deemed received on the second day of delivery.

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

40. Paragraph Headings. The paragraph headings herein are for the convenience of the Parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Lease.

41. County's Representative. Lessor hereby appoints the Agency Director of TLMA or designee as its authorized representative to administer this Lease.

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

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

44. Agent for Service of Process; Lessee Authority to Enter into Lease. It is expressly understood and agreed that, in the event Lessee is not a resident of the State of California or it is an association or partnership without a member or partner resident of the State of California, or it is a foreign corporation, then in any such event, Lessee shall file with County's clerk, upon its execution hereof, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Lease, and the delivery to such agent of a copy of any process 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 is not feasible, then in such event Lessee may be personally served with such process out of this County and that such service shall constitute valid service upon Lessee. It is further expressly understood and agreed that Lessee is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

45. Language for Use of Electronic (Digital) Signatures. This Lease 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 Lease 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 Lease. 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.

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

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

48. Effective Date. The Effective Date of this Lease is the date this Lease is executed by the Chairman of the County of Riverside Board of Supervisors.

49. Through the Fence Operations. In the event the County enters into a TTF agreement at the Airport with any individual or entity that causes harm to Lessee, Lessee may be eligible to receive compensation from the County provided that Lessee submits a written notice to the County to trigger the TTF compensation process outlined in this section ("TTF Compensation Notice" or "Notice"). Lessee's right to the TTF compensation process is deemed waived unless Lessee submits the TTF Compensation Notice to the County before the Term of the Lease expires or the Lease is terminated, whichever comes first.

The TTF Compensation Notice shall request a hearing before an administrative hearing officer ("Officer"), which hearing shall be scheduled within ninety (90) days from the day of the Notice. The County shall provide a notice of hearing to Lessee by mail.

No later than thirty (30) days before the hearing, Lessee shall submit to the Officer and the County credible evidence in support of its compensation claim, which evidence shall include relevant documents showing that (a) Lessee suffered harm; (b) the TTF agreement was the direct cause of the harm; (c) the harm suffered by Lessee is directly related to the TTF agreement; (d) Lessee is entitled to compensation; and (e) the compensation amount requested is proportionate to the harm suffered. No later than ten days before the hearing, the County may submit to the Officer a response to Lessee's evidence.

The Officer may grant an extension of time to continue the hearing based on good cause. The Officer shall not be limited by the technical rules of evidence. If Lessee fails to appear at the hearing, the Officer shall make a determination based on the information submitted. The Officer shall issue its written determination within 60 days of the hearing, which shall be mailed to Lessee by first class mail.

Within thirty (30) days of the date of issuance of the Officer's final determination, Lessee may contest the determination by filing an appeal in the Riverside County Superior Court. The failure to file the written appeal within this period shall constitute a waiver of the right to an appeal and the Officer's determination shall be deemed final and confirmed.

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

LESSOR:
COUNTY OF RIVERSIDE, a Political Subdivision of the State of California

By: Karen S. Spiegel
KAREN SPIEGEL Chairman
Board of Supervisors

Date: FEB 0 3 2026

LESSEE:
DESERT JET CENTER LLC,
a California limited liability company

By: _____
James McCool, Manager of
Desert Jet Holdings, LLC, its Manager

Date: 12-15-25

ATTEST:
Kimberly Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Ryan Yabko
Deputy County Counsel

Attachments:

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

Exhibit A

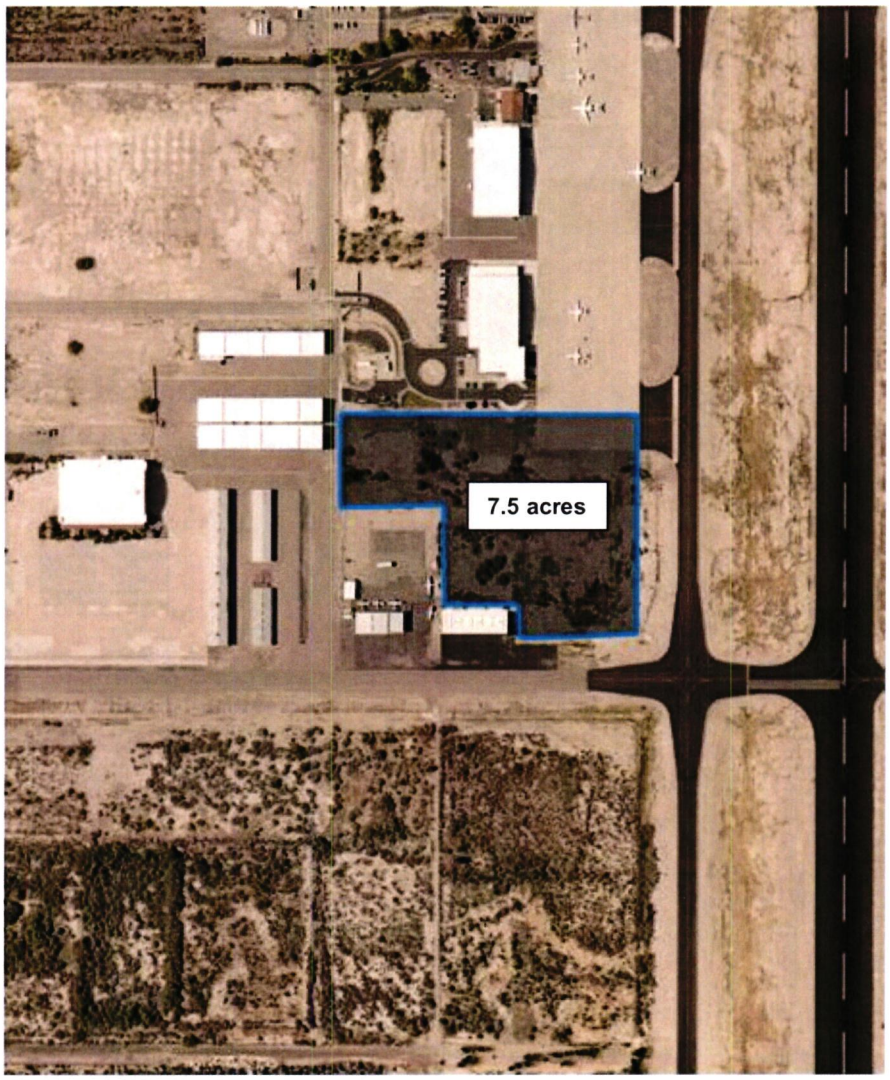
Site Map

Jacqueline Cochran Regional Airport

Thermal, CA

Exhibit B-1

Leased Premises Depiction



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

Exhibit B-2

Legal Description

Exhibit B-3

Legal Depiction

Exhibit C

Sublease Status Report

EXHIBIT C

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 D

Minimum Standards for Fixed Based Operators

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

TABLE OF CONTENTS

I. **INTRODUCTION** 1

II. **DEFINITIONS** 2

III. **AIRPORT RULES AND REGULATIONS** 3

A. Lease 3
B. Airport Layout 4
C. Signs 4
D. Building Design, Construction, and/or Alteration 4
E. Inspections 5
F. Flying Clubs 5
G. Waiver from Minimum Standards 5
H. Civil Rights 5
I. Insurance 6
J. Lot Size 6
K. Outdoor Storage 7
L. Maintenance 7

IV. **SCOPE OF SERVICES** 7

A. Full Service FBO 8
B. Aircraft Maintenance 9
C. Radio and Avionics Repair Station & Sales 10
D. Flight Instruction 11
E. Aircraft Sales, Rental, and Leasing 12
F. Aircraft Storage 13
G. Agricultural Application 14
H. Other Aeronautical Activities 16

EXHIBIT D

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.

REQUIREMENT	MINIMUM STANDARD	PURPOSE / OTHER
LOT SIZE: 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
CERTIFICATION:		
As applicable for each activity	FAA, State, and/or other responsible agency as applicable	For safe and efficient operation of airport and aeronautical activities
PERSONNEL:		
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
HOURS OF OPERATION:		
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
EQUIPMENT:		
Aeronautical operations	Refer to tables for equipment required for each activity	
FBOs providing aircraft fueling and servicing	Refer to Airport Fueling Standards	
INSURANCE: 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.

REQUIREMENT	MINIMUM STANDARD	PURPOSE / OTHER
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
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.

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

REQUIREMENT	MINIMUM STANDARD	PURPOSE / OTHER
LOT SIZE: 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	
PERSONNEL:		
Staff	One (1) certified flight instructor	To be available during normal hours of operation
	One (1) qualified ground school instructor	For classroom instruction
HOURS OF OPERATION:		
Business Hours	Available for appointment for at least 40 hrs/week	
EQUIPMENT:		
Aircraft	One (1) single-engine aircraft	Available for flight training
INSURANCE:		
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.

REQUIREMENT	MINIMUM STANDARD	PURPOSE / OTHER
LOT SIZE: 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
CERTIFICATION:		
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	
PERSONNEL:		
Staff	One (1) commercial, qualified for aircraft type.	For demonstration of aircraft
HOURS OF OPERATION:		
Business Hours	Available for appointment at least 40 hrs/week	
EQUIPMENT:		
	Minimum equipment required shall be determined during lease negotiations.	
INSURANCE:		
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.

REQUIREMENT	MINIMUM STANDARD	PURPOSE / OTHER
LOT SIZE: 1acre or 43,560 SF		
Storage area of the following or proportionate combination of:	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.

REQUIREMENT	MINIMUM STANDARD	PURPOSE / OTHER
LOT SIZE: 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
CERTIFICATION:		
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
PERSONNEL:		
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.	
HOURS OF OPERATION:		
Business Hours	Available for appointment for a minimum of 40 Hrs/week	Services offered 7 days/week
EQUIPMENT:		
To be determined during lease negotiations.		
INSURANCE:		
Refer to Appendix		

Table G - AGRICULTURAL APPLICATION (continued)

REQUIREMENT	MINIMUM STANDARD	PURPOSE / OTHER

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.

REQUIREMENT	MINIMUM STANDARD	PURPOSE / OTHER
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.
CERTIFICATION:		
As applicable for each activity	FAA, State, and local certification and licensing as applicable	For safe and efficient operation of airport and aeronautical activities
PERSONNEL:		
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
HOURS OF OPERATION:		
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.
EQUIPMENT:		
	To be determined during lease negotiations depending on the type of activity proposed.	
INSURANCE:		
Refer to Appendix A		

F:\Shared\EDCOM\AIRPORTS\Documents\Lease Exhibit - FBO Min Stds 2001 oct 08 03.doc

Exhibit E

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.

Exhibit F

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
2/122	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 dos not have deicing chemicals onsite	J. Ruiz
9/11/24	Section 1.0	Updated the Organization and Contact Number for Compliance Group Leader Jeffrey Longsworth	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 Operation[1]	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 Longsworth	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 runon 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 occuring 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 re 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	*Industrial activity areas*	*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	• 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	• Stormwater team members are trained in above training program • Fuel providers trained per FAA standards	DAR	N/A
Prepare or acquire training manuals	• Industrial Users are required to provide materials for staff on how to use, store and maintain materials.		
Provide a training schedule	• 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

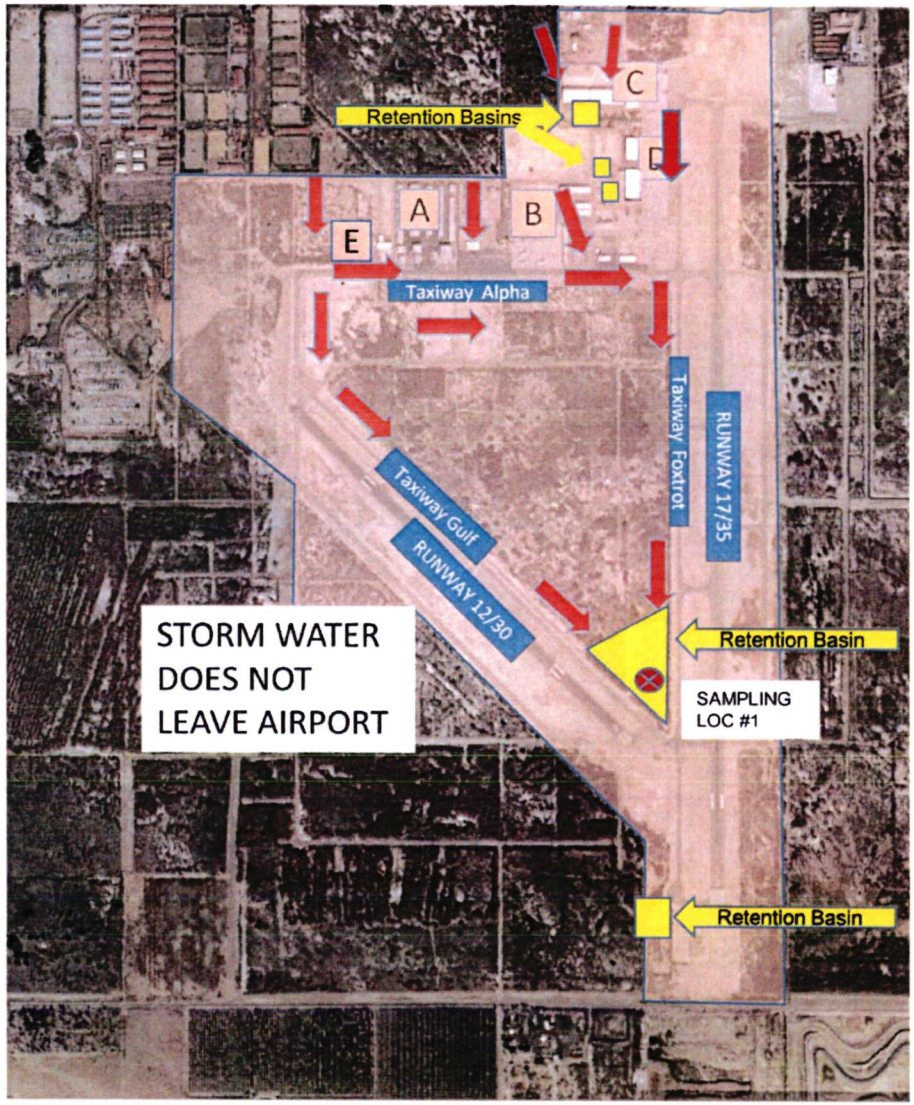
FORMS

APPENDIX A

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

JACQUELINE COCHRAN
REGIONAL AIRPORT

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

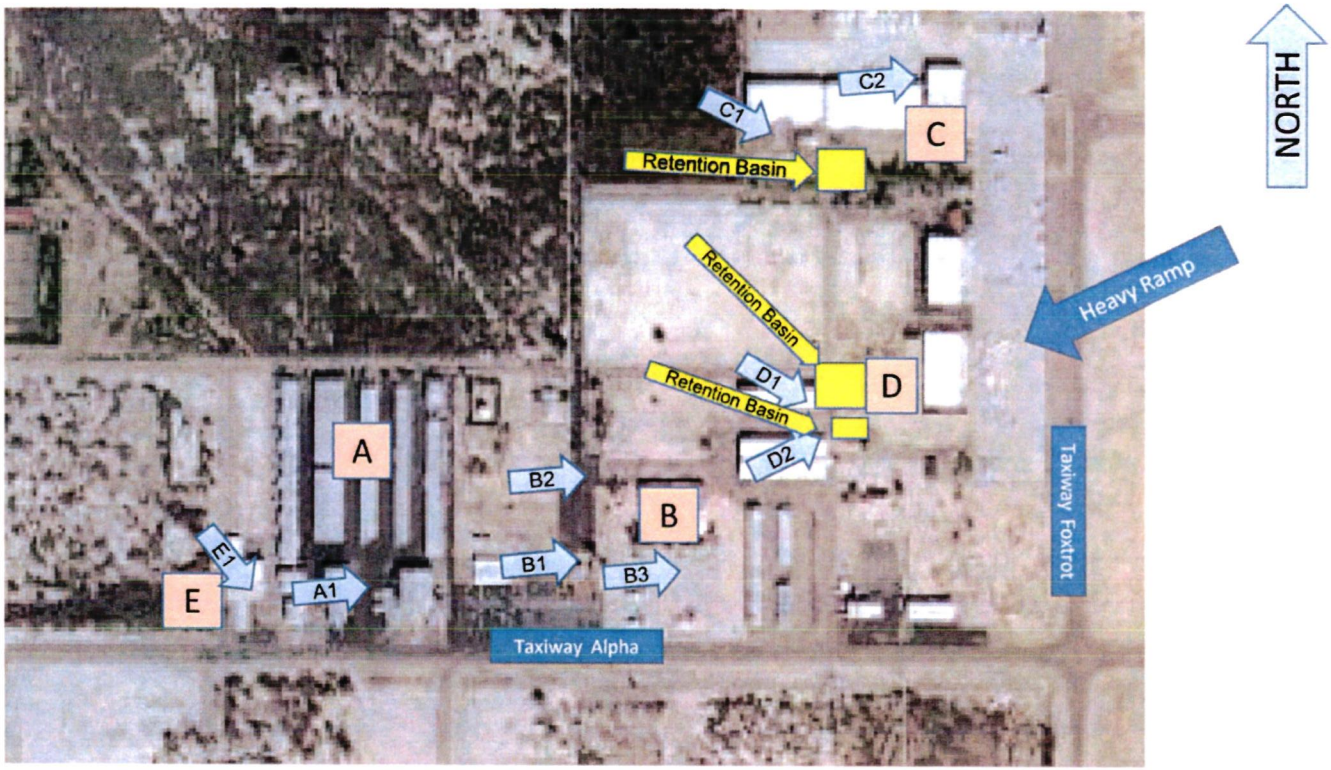


NORTH

SITE MAP - A-1

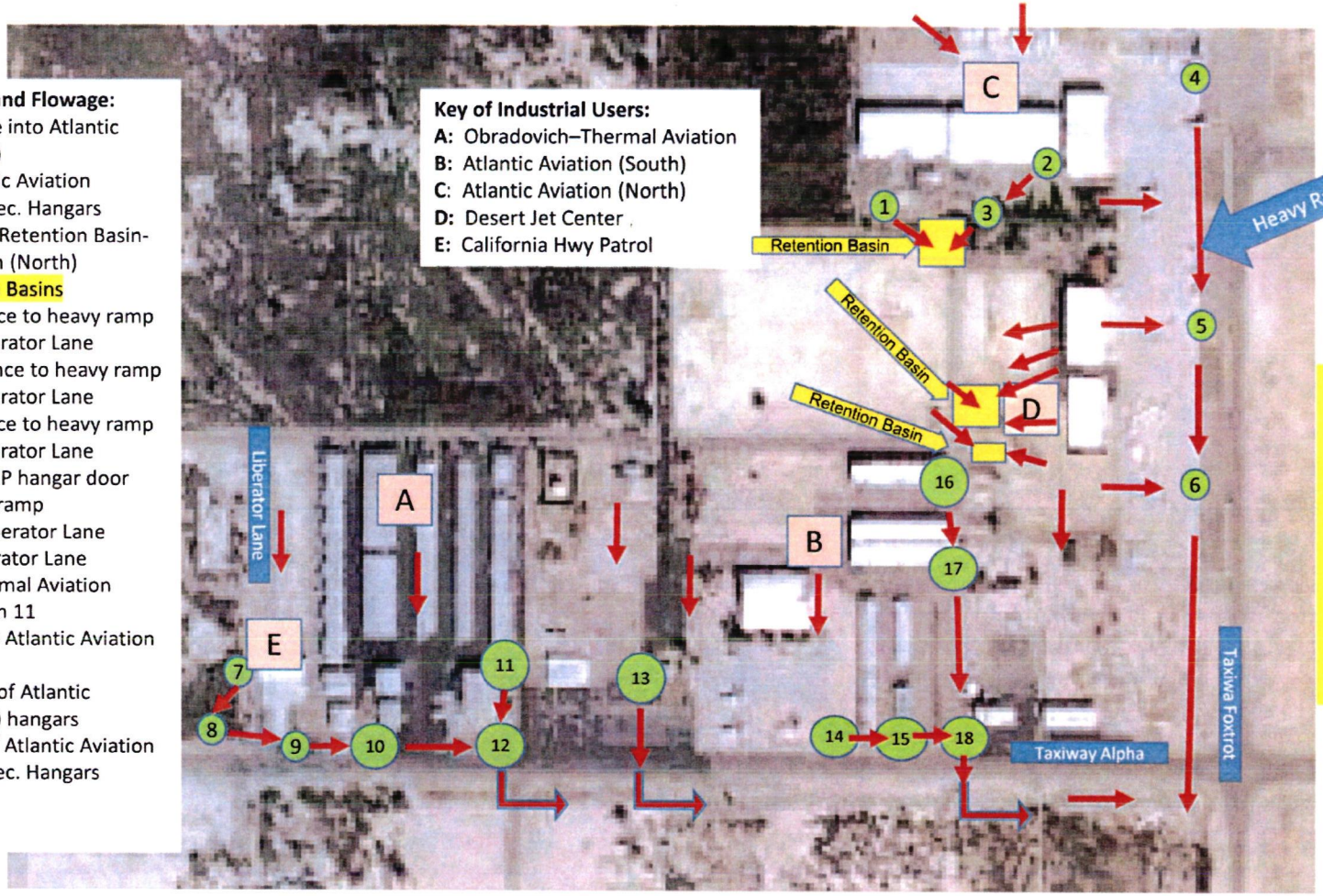
JACQUELINE COCHRAN
REGIONAL AIRPORT

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
E1: California Hwy Patrol JetA Tank



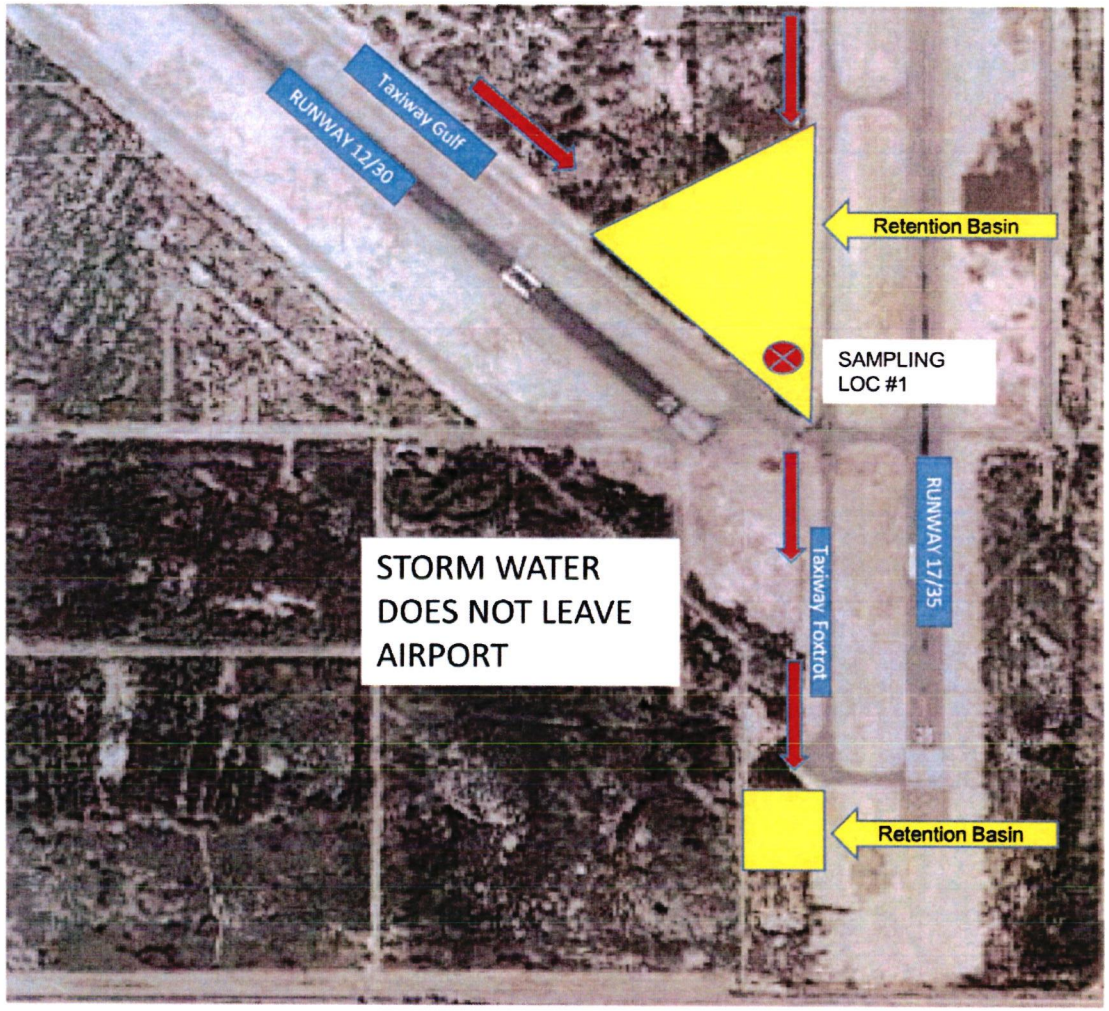
JACQUELINE COCHRAN REGIONAL AIRPORT

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



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

JACQUELINE COCHRAN
REGIONAL AIRPORT



SITE MAP – A-4

APPENDIX B

CHAIN OF CUSTODY FORM

Chain of Custody Record

Client Information	Sampler:	Lab PM: E Phillips	Carrier Tracking No(s):	COC No:
Client Contact: ACMG / S Y Hoffman	Phone:	E-Mail: ephillips@bskassociates.com,		Page: Page 1 of 1
Company: Jacqueline Cochran Airport				Job #:

Address:	Due Date Requested: NA
City:	TAT Requested (days): NA
State, Zip:	
Phone:	PO #: Purchase Order not required
Email: ecoptions@aol.com	WO #: NA
Project Name: Airports - Stormwater	Project #:
Site: Jacqueline Cochran Airport 2324	SSOW#: NA

Analysis Requested

Preservation Codes:

A - HCL	M - Hexane
B - NaOH	N - None
C - Zn Acetate	O - AsNaO2
D - Nitric Acid	P - Na2O4S
E - NaHSO4	Q - Na2SO3
F - MeOH	R - Na2S2SO3
G - Amchlor	S - H2SO4
H - Ascorbic Acid	T - TSP Dodecahydrate
I - Ice	U - Acetone
J - DI Water	V - MCAA
K - EDTA	W - ph 4-5
L - EDA	Z - other (specify)

Other:

Sample Identification	Sample Date	Sample Time	Sample Type (C=Comp, G=grab)	Matrix (W=water, S=solid, O=waste/oil, BT=Tissue, A=Air)	Field Filtered Sample (Yes or No)	Perform MS/MSD (Yes or No)	EPA 1664-Oil and Grease	SM2540D-Total Suspended Solids (TSS)	Total Number of containers	Special Instructions/Note:
			Preservation Code:				A	N		
SP 1 - Glass 1 liter - with Hydrochloric Acid			G	W			X			
SP 1- Poly 1 liter - unpreserved			G	W				X		

Possible Hazard Identification

Non-Hazard *Flammable* *Skin Irritant* *Poison B* *Unknown* *Radiological*

Deliverable Requested: I, II, III, IV, Other (specify) NA

Sample Disposal (A fee may be assessed if samples are retained longer than 1 month)

Return To Client *Disposal By Lab* *Archive For _____ Months*

Special Instructions/QC Requirements: NA

Relinquished by:	Date:	Time:	Method of Shipment:

Relinquished by:	Date/Time:	Company	Received by:	Date/Time:	Company
Relinquished by:	Date/Time:	Company	Received by:	Date/Time:	Company
Relinquished by:	Date/Time:	Company	Received by:	Date/Time:	Company

Custody Seals Intact: Δ Yes Δ No	Custody Seal No.:	Cooler Temperature(s) °C and Other Remarks:

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

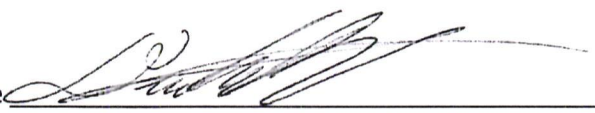
Tenant Signature Sgt JM Fuster-Jimenez

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 _____ (Jacob Tucker)

Date 16 MAY 2024

Scanned with CamScanner

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-M / 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 Kamal Assaad - 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:

Sampling Discharge Location #: _____

(e.g., Refer to Facility Site Map)

Date Samples Were Collected: _____

Time Samples Were Collected: _____

pH: _____

(record test strip result within 15 minutes of collection)

The permit requires that samples are collected from a Qualifying Storm Event (QSE):

Confirm the following criteria for a qualifying storm event are met:

Discharge occurred from at least one drainage area? **Yes** No

Preceded by 48 hours with no discharge from any drainage area? **Yes** No

Samples were collected within four (4) hours of:

a. the start of discharge; or

b. the start of operations (if the event occurs within the previous 12-hour period) **Yes** **No**

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., ***Turbidity***: Sand/sediment particles present, muddy, cloudy; ***Color***: milky, clear-green; ***Odor***: rotten egg smell, petroleum smell; ***Floating Solids***: Trash, grass clippings, leaves).	**Potential Pollutant Source Description:** If you noted ***significant*** 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	☐	☐	☐		
Oil Sheen	☐	☐	☐		
Color	☐	☐	☐		
Turbidity	☐	☐	☐		
Odor	☐	☐	☐		
Trash and debris	☐	☐	☐		

ACMG ANNUAL EVALUATION FORM 2024-2025

AIRPORT NAME: Jacqueline Cochran Regional Airport	INSPECTOR NAME: Edgar Ocampo TIME: 1:00 ☐AM / ■ 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 occured.

   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.]

List Potential Pollutant Source / Industrial Activity Area:	YES	NO	NA	**Findings and Corrective Action.**
Atlantic Aviation North- Fuel Operations				
• Is there evidence of significant pollutants entering the stormwater system from the industrial area? If "Yes" list corrective actions		✔		
Inspect Area BMPs				
• 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?	✔			
"No" answers must list BMP revisions / corrective action required				

List Potential Pollutant Source / Industrial Activity Area:	YES	NO	NA	**Findings and Corrective Action.**
Atlantic Aviation North- Fuel Storage				
• Is there evidence of significant pollutants entering the stormwater system from the industrial area? If "Yes" list corrective actions		✔		
Inspect Area BMPs				
• 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?	✔			
"No" answers must list BMP revisions / corrective action required				

List Potential Pollutant Source / Industrial Activity Area:	YES	NO	NA	**Findings and Corrective Action.**
Atlantic Aviation North- Mobile Fuel Trucks				
• Is there evidence of significant pollutants entering the stormwater system from the industrial area? If "Yes" list corrective actions		✔		
Inspect Area BMPs				
• 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?	✔			
"No" answers must list BMP revisions / corrective action required				

[Copy this page for additional industrial activity area inspections]

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.]

List Potential Pollutant Source / Industrial Activity Area:	YES	NO	NA	**Findings and Corrective Action.**
Atlantic Aviation North-Maint. Material Storage				
• Is there evidence of significant pollutants entering the stormwater system from the industrial area? If "Yes" list corrective actions		✔		
Inspect Area BMPs				
• 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?	✔			
"No" answers must list BMP revisions / corrective action required				

List Potential Pollutant Source / Industrial Activity Area:	YES	NO	NA	**Findings and Corrective Action.**
Atlantic Aviation South- Fuel Storage				
• Is there evidence of significant pollutants entering the stormwater system from the industrial area? If "Yes" list corrective actions		✔		
Inspect Area BMPs				
• 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?	✔			
"No" answers must list BMP revisions / corrective action required				

List Potential Pollutant Source / Industrial Activity Area:	YES	NO	NA	**Findings and Corrective Action.**
Atlantic Aviation South- Maint. Materials Storage				
• Is there evidence of significant pollutants entering the stormwater system from the industrial area? If "Yes" list corrective actions		✔		
Inspect Area BMPs				
• 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?	✔			
"No" answers must list BMP revisions / corrective action required				

[Copy this page for additional industrial activity area inspections]

Exhibit G

Site Plan

Jacqueline Cochran Regional Airport Ground Lease Agreement

Desert Jet Center LLC, Jacqueline Cochran Regional Airport

APN: 759-060-018 (a portion)

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

Receipt: 26-34564

Product	Name	Extended
FISH	CLERK FISH AND GAME FILINGS	$50.00
	# Pages	2
	Document #	E-202600077
	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	$5,583.75
Comment	SST3673S368

2/5/26, 8:50 AM PST
Gateway Clerk

State of California - Department of Fish and Wildlife

2026 ENVIRONMENTAL DOCUMENT FILING FEE CASH RECEIPT

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

RECEIPT NUMBER: 26-34564

STATE CLEARINGHOUSE NUMBER *(If applicable)*

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY	LEAD AGENCY EMAIL	DATE
COUNTY OF RIVERSIDE TRANSPORTATION	JRUIZ@RIVCO.ORG	02/05/2026

COUNTY/STATE AGENCY OF FILING	DOCUMENT NUMBER
RIVERSIDE	E-202600077

PROJECT TITLE

TRANSPORTATION AND LAND MANAGEMENT AGENCY- AVIATION DIVISION (TLMA-AVIATION): APPROVAL OF THE JACQUELINE COCHRAN REGIONAL AIRPORT GROUND LEASE AGREEMENT

PROJECT APPLICANT NAME	PROJECT APPLICANT EMAIL	PHONE NUMBER
COUNTY OF RIVERSIDE TLMA AVIATION	JRUIZ@RIVCO.ORG	(951) 955-5746

PROJECT APPLICANT ADDRESS	CITY	STATE	ZIP CODE
4080 LEMON STREET, 14TH FLOOR	RIVERSIDE	CALI	92501

PROJECT APPLICANT *(Check appropriate box)*

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

CHECK APPLICABLE FEES:

☐ Environmental Impact Report (EIR)	$4,227.50	$
☐ Mitigated/Negative Declaration (MND)(ND)	$3,043.75	$
☐ 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)

☐ Water Right Application or Petition Fee (State Water Resources Control Board only)	$850.00	$
☒ County documentary handling fee		$ $50.00
☐ Other		$

PAYMENT METHOD:

☐ Cash ☐ Credit ☐ Check ☒ Other **TOTAL RECEIVED** $ $50.00

SIGNATURE	AGENCY OF FILING PRINTED NAME AND TITLE
X I Tejeda	Deputy Isabel Tejeda

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-202600077
02/05/2026 08:50 AM Fee: $ 50.00
Page 1 of 2
Removed: By: Deputy

NOTICE OF EXEMPTION

December 19, 2025

Project Name: Transportation and Land Management Agency- Aviation Division (TLMA-Aviation): Approval of the Jacqueline Cochran Regional Airport Ground Lease Agreement between the County of Riverside, as Lessor, and Desert Jet Center LLC, a California limited liability company (Desert Jet) as Lessee – Jacqueline Cochran Regional Airport, CEQA Exempt pursuant to State CEQA Guidelines Section 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 ("County") owns a 7.5-acre aeronautical use parcel at the Jacqueline Cochran Regional Airport in the unincorporated community of Thermal, California ("Premises"). The Premises is located in a prime location of the Airport facing the main Runway 17/35, on the corner of the airport heavy ramp and Taxiway A. To secure a long-term tenant and encourage development, the County initiated a competitive solicitation process through a Request for Proposal.

On February 10, 2023, 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, Desert Jet was selected to move forward with negotiations of a long-term lease, and was provided an award letter on March 22, 2023.

Aviation negotiated the Jacqueline Cochran Regional Airport Ground Lease Agreement ("Lease") with Desert Jet. The Lease will have an initial term of thirty (30) years and shall commence upon the execution of the Lease by the County. The lease also provides for the future development of two 30,987 square foot hangars, and an approximate 316,600 square foot apron.

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 Desert Jet's occupancy of the Premises and will not result in any direct effects on the 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 15061. 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 proposed project is limited to the approval of the Ground Lease and does not allow for any construction activity, change in use, or any other condition that may lead to a direct or indirect physical environmental impact at this time. A meaningful evaluation of impacts resulting from the lease cannot occur until such effects are reasonably foreseeable through design of the improvements. Additional CEQA review will be undertaken upon completion of design and as part of the approval of the development.

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

2026020112 - NOE - Transportation and Land Management Agency- Aviation Division (TLMA-Aviation): Approval of the Jacqueline Cochran Regional Airport Ground Lease Agreement betwee

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- Aviation Division (TLMA-Aviation): Approval of the Jacqueline Cochran Regional Airport Ground Lease Agreement betwee

Document Description

The County of Riverside (“County”) owns a 7.5-acre aeronautical use parcel at the Jacqueline Cochran Regional Airport in the unincorporated community of Thermal, California (“Premises”). The Premises is located in a prime location of the Airport facing the main Runway 17/35, on the corner of the airport heavy ramp and Taxiway A. To secure a long-term tenant and encourage development, the County initiated a competitive solicitation process through a Request for Proposal.
On February 10, 2023, 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, Desert Jet was selected to move forward with negotiations of a long-term lease, and was provided an award letter on March 22, 2023.
Aviation negotiated the Jacqueline Cochran Regional Airport Ground Lease Agreement (“Lease”) with Desert Jet. The Lease will have an initial term of thirty (30) years and shall commence upon the execution of the Lease by the County. The lease also provides for the future development of two 30,987 square foot hangars, and an approximate 316,600 square foot apron.
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 Desert Jet’s occupancy of the Premises and will not result in any direct effects on the environment. Subsequently, approval of the Lease itself will not result in any significant environmental impacts or include any mitigation measures.

Attachments (Upload Project Documents)

3.10 - NOE - Desert Jet Prime Property 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

Other

Type, Section Number or Code Number

15061(b)(3)

Reasons why project is exempt

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.
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 15061. 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.
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 proposed project is limited to the approval of the Ground Lease and does not allow for any construction activity, change in use, or any other condition that may lead to a direct or indirect physical environmental impact at this time. A meaningful evaluation of impacts resulting from the lease cannot occur until such effects are reasonably foreseeable through design of the improvements. Additional CEQA review will be undertaken upon completion of design and as part of the approval of the development.

County Clerk(s)

Riverside

Signature

Title

Date

Outlook

SCH Number 2026020112

From Thomas Hubbard <THOMAS.HUBBARD@lci.ca.gov>
Date Wed 2/4/2026 12:58 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://ceqasubmit.lci.ca.gov/Document/Index/329540/1

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.

Riverside County Board of Supervisors
Request to Speak

Submit request to the Clerk of the Board (right of podium), individual speakers are limited to a maximum of 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: Jared Fox

Address: 56600 Invader Ave

City: Thermal **Zip:** 92274

Phone #: 760-280-2001

Date: 2/3/26 **Agenda #** 3.10

PLEASE STATE YOUR POSITION BELOW:

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

✓ **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: _____

Do you need a Spanish translator? Yes____ No X

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

(Revised: 1/27/2026)

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:
Individual speakers are limited to a maximum of 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. Please step up to the podium when the Chair calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chair adheres to a strict three (3) minutes per speaker. ***Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.***

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:
The Chair will determine what order the speakers will address the Board and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using course, crude, profane or vulgar language while speaking to the Board members, staff, the public and/or meeting participants. Such behavior, at the discretion of the Board Chair may result in removal from the Board Chambers by Sheriff Deputies.