

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



ITEM: 3.23  
(ID # 29866)

MEETING DATE:  
Tuesday, March 10, 2026

FROM : TLMA - AVIATION

**SUBJECT:** Transportation and Land Management Agency- Aviation Division (TLMA-Aviation): Approval of the Hemet-Ryan Airport Ground Lease Agreement between the County of Riverside, as Lessor, and French Valley Flyers LLC, a California limited liability corporation as Lessee – Hemet-Ryan Airport, CEQA Exempt pursuant to State CEQA Guidelines Sections 15061(b)(3), Common Sense and Section 15303, Class 3, New Construction or Conversion of Small Structures, paragraphs (c), (d), and (e), District 5, [\$950 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 15303 Class 3, New Construction or Conversion of Small Structures, and Section 15061(b)(3) “Common Sense” exemption;
2. **Approve** the attached Hemet-Ryan Airport Ground Lease Agreement and authorize the Chairman of the Board to execute the lease 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

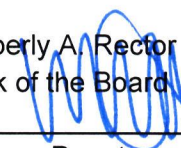
**ACTION:Policy**

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Medina, seconded by Supervisor Washington 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: March 10, 2026  
xc: Aviation, Recorder, State Clearinghouse

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 950	\$ 0	\$ 950	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> TLMA Aviation Budget 100%			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 2025/26</b>	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The County of Riverside (“County”) is the fee owner of certain real property identified as Assessor’s Parcel Number 456-020-004, commonly known as a portion of the Hemet-Ryan Airport. French Valley Flyers, LLC, a California limited liability company (“French Valley Flyers” or “Lessee”), submitted a request to the County’s Transportation and Land Management Agency, Aviation Division (“TLMA-Aviation”), to lease a designated aeronautical portion of the Hemet-Ryan Airport for aviation-related purposes.

The proposed lease area consists of approximately 0.51 acres of land, together with six (6) aircraft tie-down spaces identified as HMTD-D02 through HMTD-D07 (collectively, the “Leased Premises”). The Leased Premises will be utilized for the installation of a temporary modular facility and the development and operation of a flight instruction school, consistent with permitted aeronautical uses at the Airport.

The Lease includes a provision authorizing French Valley Flyers to develop the 0.51-acre parcel at its sole cost and expense. All proposed improvements shall be constructed in a single development phase, designated as Phase 1. Phase 1 shall consist of the installation of a temporary 12-foot by 48-foot modular office facility, together with associated site improvements, including adjacent landscaping, site lighting, and a monument sign. Pursuant to the Lease, French Valley Flyers shall have a period of twenty-four (24) months from the Lease commencement date to complete Phase 1.

TLMA-Aviation has negotiated the attached Hemet-Ryan Airport Ground Lease Agreement (“Lease”) with French Valley Flyers and is requesting approval of the Lease by the Board of Supervisors. The material terms and conditions of the negotiated Lease are summarized as follows:

**Lessee:** French Valley Flyers, LLC, a California limited liability company

**Premises Location:** 4710 W Stetson Avenue  
Hemet, CA 92545

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

Premises: .51-acre parcel and six tie-downs (HMTD-D02 through HMTD-D07)

Term: Ten (10) year term

Rent: \$834.90 per month

Option to Extend: No options to extend

Proposed Operation: Development and operation of a flight instruction school

Pursuant to the California Environmental Quality Act (CEQA), the Lease was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines Section 15304 Class 4, "Minor Alterations to Land" and Section 15061(b)(3) "Common Sense" exemption. Additional CEQA review will be conducted prior to construction of the required improvements.

The Lease has been reviewed and approved by County Counsel.

**Impact on Residents and Businesses**

The rent derived from this Lease is directed to TLMA-Aviation to help fund and pay for the maintenance and operation of the County's airport system. A well-maintained and efficiently operated airport system provides important benefits to both local businesses and residents.

**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 \$950 will be reimbursed from the TLMA Aviation Budget.

County Counsel Review	\$ 900
CEQA Filing Fees	\$ 50
<b>Total</b>	<b>\$ 950</b>

Attachments:

- Hemet-Ryan Airport Ground Lease Agreement
- Notice of Exemption
- Aerial Map

  
Crystal Carrillo, Senior Management Analyst 3/5/2026



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: 26-73123
STATE CLEARINGHOUSE NUMBER (If applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY COUNTY OF RIVERSIDE TLMA AVIATION	LEAD AGENCY EMAIL JRUIZ@RIVCO.ORG	DATE 03/12/2026
COUNTY/STATE AGENCY OF FILING RIVERSIDE		DOCUMENT NUMBER E-202600203

PROJECT TITLE  
 APPROVAL OF THE HEMET-RYAN AIRPORT GROUND LEASE AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE, AS LESSOR, AND FRENCH VALLEY FLYERS LLC, A CALIFORNIA LIMITED

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

PROJECT APPLICANT (Check appropriate box)

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

CHECK APPLICABLE FEES:

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

Exempt from fee

Notice of Exemption (attach)

CDFW No Effect Determination (attach)

Fee previously paid (attach previously issued cash receipt copy)

<input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only)	\$850.00	\$ _____
<input checked="" type="checkbox"/> County documentary handling fee		\$ _____ \$50.00
<input type="checkbox"/> Other		\$ _____

PAYMENT METHOD:

Cash     Credit     Check     Other

TOTAL RECEIVED \$ \_\_\_\_\_ \$50.00

SIGNATURE X	AGENCY OF FILING PRINTED NAME AND TITLE Deputy <b>Adrienne Ribac</b>
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County of Riverside  
TLMA Aviation  
4080 Lemon Street, 14<sup>th</sup> Floor, Riverside, CA 92501

<b>FILED / POSTED</b>		
County of Riverside Peter Aldana Assessor-County Clerk-Recorder		
E-202600203 03/12/2026 09:02 AM Fee: \$ 50.00 Page 1 of 3		
Removed:	By:	Deputy

**NOTICE OF EXEMPTION**

March 3, 2026

**Project Name:** Approval of the Hemet-Ryan Airport Ground Lease Agreement between the County of Riverside, as Lessor, and French Valley Flyers LLC, a California limited liability corporation as Lessee – Hemet-Ryan Airport, CEQA Exempt pursuant to State CEQA Guidelines Sections 15061(b)(3), Common Sense and Section 15303, Class 3, New Construction or Conversion of Small Structures, paragraphs (c), (d), and (e), District 5

**Project Location:** Hemet-Ryan Airport, Assessor Parcel Number 456-020-004 (a portion)

**Description of Project:** The County of Riverside (“County”) is the fee owner of certain real property identified as Assessor’s Parcel Number 456-020-004, commonly known as a portion of the Hemet-Ryan Airport. French Valley Flyers, LLC, a California limited liability company (“French Valley Flyers” or “Lessee”), submitted a request to the County’s Transportation and Land Management Agency, Aviation Division (“Aviation”), to lease a designated aeronautical portion of the Hemet-Ryan Airport for aviation-related purposes.

The proposed lease area consists of approximately 0.51 acre of land, together with six (6) aircraft tie-down spaces identified as HMTD-D02 through HMTD-D07 (collectively, the “Leased Premises”). The Leased Premises will be utilized for the development and operation of a flight instruction school, consistent with permitted aeronautical uses at the Airport.

Aviation negotiated the Hemet-Ryan Airport Ground Lease Agreement (“Lease Agreement”) with French Valley Flyers. The Lease Agreement will have an initial term of ten (10) years and shall commence upon the execution of a lease confirmation form by the parties. The lease includes a provision authorizing French Valley Flyers to develop the previously disturbed 0.51-acre parcel at its sole cost and expense. All proposed improvements shall be constructed in a single development phase, designated as Phase 1. Phase 1 shall consist of the installation of a 12-foot by 48-foot modular office facility (576 square feet), together with associated site improvements, including utility connections , adjacent landscaping, lighting, and a monument sign. Pursuant to the Lease Agreement, French Valley Flyers shall have a period of twenty-four (24) months from the Lease commencement date to complete Phase 1.

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

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

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 French Valley Flyers 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 require 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:** Two exemptions apply to the proposed project:

- State CEQA Guidelines Section 15061(b)(3), General Rule or “Common Sense” Exemption. Codified under California Code of Regulations (CCR) Title 14, Article 5, Section 15061, and
- State CEQA Guidelines Section 15303, New Construction or Conversion of Small Structures, paragraphs (c), (d), and (e) codified under CCR Article 19, Title 14, Section 15303.

**Reason Why Project is Exempt:** The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2 or 15303. 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 cause a potentially significant effect on the environment. The project is limited to the approval of a Lease Agreement. Furthermore, this project would not result in any direct or reasonably foreseeable indirect impacts to the environment.

- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid.* This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or ‘it can be seen with certainty that the activity in question will not have a significant effect on the environment’, no further agency evaluation is required. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

- **Section 15303, Class 3, New Construction or Conversion of Small Structures, paragraphs (c), (d), and (e)** consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel. Examples of this exemption that apply to the proposed project include the following:

(c) A store, motel, office, restaurant or similar structure not involving the use of significant amounts of hazardous substances, and not exceeding 2500 square feet in floor area. In urbanized areas the exemption also applies to up to four such commercial buildings not exceeding 10,000 square feet in floor area on sites zoned for such use if not involving the use of significant amounts of hazardous substances where all necessary public services and facilities are available and the surrounding area is not environmentally sensitive.

(d) Water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction.

(e) Accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences.

With certainty, there is no possibility that the project may have a significant effect on the environment. Approval of the Lease would result in the same continued operation of the Premises and will not create any new significant direct or indirect environmental impacts.

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

Date: 03/03/2026



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

5           **1.     Property Description.** The property leased herein is located within the  
6 Hemet Ryan Airport, County of Riverside, State of California, and an approximate .51-  
7 acre parcel of vacant land and six tie-downs identified as HMTD-D2 through HMTD-D07,  
8 as shown on the Lease Premises Depiction attached hereto as Exhibit "B" and  
9 incorporated herein by this reference. Lessee acknowledges and agrees that Lessee  
10 does not have fee title interest to the Airport or any portion thereof. Lessee further  
11 acknowledges and agrees that Lessee's interest is limited to a leasehold interest in that  
12 certain portion of the Airport defined herein as the Leased Premises.

13           **2.     Term.** This Lease shall commence the first day of the month following the  
14 Effective Date ("Commencement Date") and shall terminate ten (10) years thereafter  
15 ("Lease Term"). Any such holdover shall be deemed to be a tenancy from month-to-  
16 month. Lessor's acceptance of such rent shall not adversely affect Lessor's other rights  
17 and remedies under the Lease, including Lessor's right to evict Lessee and to recover  
18 all damages. In no event shall any holdover be deemed a permitted extension or renewal  
19 of the Lease, and nothing contained in this Lease shall be construed to constitute  
20 Lessor's consent to any holdover or give Lessee any right with respect to such holdover.

21           **3.     Use.** The Leased Premises shall be used for the operation of a flight  
22 instruction school and no other use or purpose without the prior written consent of  
23 Lessor. Lessee's use of the Leased Premises is subject to Table D- Flight Instruction of  
24 Minimum Standards for Fixed Base Operators attached hereto as Exhibit "C" and  
25 incorporated herein by this reference. Unless otherwise approved in writing by Lessor,  
26 all aircraft stored on the Leased Premises shall be in an operable condition and except

1 during the course of actual repair work. Unless approved in writing by Lessor, except as  
2 specifically authorized herein, this Lease does not authorize storage of any other items  
3 within the Leased Premises including, but not limited to, parts, equipment, boats,  
4 watercraft, travel trailers, motorhomes or other vehicles except where storage of an  
5 automobile is incidental to the use of the aircraft.

6 Minor emergency maintenance per FAA Part 91 services is allowed. The use of  
7 combustible chemicals, cleaning solvents, paint stripper, aircraft washing, painting or  
8 welding is strictly prohibited except as may be authorized in writing by the Lessor in its  
9 sole discretion.

10  
11 The aircraft to be stored in the Leased Premises shall be owned by the Lessee  
12 and is described as follows:

13 Make and Model: \_\_\_\_\_

14 Identification Number: \_\_\_\_\_

15 Should the aforementioned aircraft be sold, it must be replaced with another  
16 aircraft owned by Lessee within sixty (60) days. Lessee agrees to notify Lessor within  
17 ten (10) days of any such sale and supply Lessor with the make, model and identification  
18 number of the replacement aircraft. In addition, Lessee shall provide all required  
19 Certificates of Insurance, endorsements and any other documentation required herein  
20 with respect to the replacement aircraft being stored in the hangar.

21 Unless authorized to enter onto the Airport's aircraft movement area by Lessor  
22 evidenced by issuance of gate access, all motor vehicles and trailers occupying the  
23 Airport because of Lessee's use of the Leased Premises shall be parked in public parking  
24 lots designed by Lessor, display current license tags and meet any and all California  
25 environmental and insurance requirements. Lessee shall ensure the safe operation of  
26 all Lessee vehicles and Lessee invitee/guest vehicles and trailers while on the Airport.

1 Aircraft always have the right-of-way on Airport property. Lessee vehicles shall not enter  
2 any aircraft operating area. Conditions may arise where it may be necessary for Lessor  
3 to withdraw, temporarily and/or permanently, without prior notice, the privilege of parking  
4 motor vehicles in any assigned area. Lessee shall not exercise the rights granted herein  
5 in any manner which would interfere with the departure or arrival of aircraft at the Airport  
6 or interfere with rights granted by Lessor to other Lessees, users or customers at the  
7 Airport.

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

15 **4. Rent.** Lessee shall pay to Lessor as initial base rent for the use and  
16 occupancy of the Leased Premises monthly rent equal to Eight Hundred and Thirty-Four  
17 Dollars and 90/100 (\$834.90) ("Base Rent"). Said Base Rent is due and payable in  
18 advance on the first of each month. The Base Rent is based on the most recent market  
19 value. The Base Rent shall be considered delinquent, if not paid by the 10<sup>th</sup> of the month.

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

23 (b) Base Rent Adjustment Mark to Market Value. Beginning July 1,  
24 2030 and every fifth (5<sup>th</sup>) year thereafter, the Base Rent shall be adjusted to one-twelfth  
25 (1/12) of eight percent (8%) of the then-current fair market value of the Leased Premises.  
26 Said fair market value shall be for the land and shall not include the value of the

1 structures, or tenant improvements placed on the Leased Premises. In no event will  
2 application of this paragraph result in a monthly rental amount lower than the highest  
3 previous monthly rental amount.

4 A property appraisal for the purpose of establishing the adjusted Base Rent  
5 is to be performed by an independent certified appraiser, knowledgeable in aviation  
6 appraising and in good standing with the American Institute of Real Estate Appraisers.  
7 The appraiser is to be procured and paid for by Lessor. Once established, said rent shall  
8 be adjusted annually in the manner set forth in Section 4(c) below. Lessee  
9 acknowledges and agrees that failure to pay such adjusted Base Rent amount shall  
10 constitute a default hereunder. Should the Lessee disagree with the Lessor's appraisal  
11 tenant shall have the right to retain their own appraisal.

12 (c) Rental Increases. Beginning July 1, 2026, and at each July 1<sup>st</sup>  
13 thereafter, except for dates coinciding with the appraisals conducted every fifth year as  
14 referenced in 5(b) above, the Base Rent shall be adjusted by the percentage change in  
15 the Consumer Price Index, All Urban Consumers, Riverside-San Bernardino-Ontario  
16 County Area for the twelve-month period ending three months before the month of rent  
17 adjustment under this paragraph. In no event will application of this paragraph result in  
18 a monthly rental amount lower than the highest previous monthly rental amount.

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

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

26

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

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

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

10 (e) Provide ground maintenance services for the interior, exterior,  
11 common areas and grounds of the Leased Premises at Lessee's own expense;

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

19 (g) Observe the Taxiway Object Free Area, the Airport Layout Plan, and  
20 Aircraft Parking lines to allow the passage of taxiing aircraft. The distance from the  
21 centerline of taxiway Bravo and the boundary for the Taxiway Object Free Area and  
22 Aircraft Parking Line is sixty-five and 5/10 (65.5) feet;

23 (h) Maintain the Leased Premises, approaches thereto, and  
24 improvements now or hereafter located thereon, in good, safe and sanitary order,  
25 condition, and repair. Throughout the Term of this Lease, Lessee shall, at Lessee's sole  
26 cost and expense, maintain or cause to be maintained the Leased Premises and the

1 improvements now or hereafter located on the Leased Premises in good and clean  
2 condition and repair, free of debris, and in compliance with (i) all Governmental  
3 Restrictions (defined below), and (ii) all applicable rules, orders, and regulations of any  
4 insurance company insuring all or any part of the Leased Premises or the improvements  
5 thereon or both, and Lessee shall make or cause to be made whatever repairs and  
6 replacements are required by such enactments or provisions or future enactments or  
7 provisions. The term "Governmental Restrictions" used herein shall mean and include  
8 any and all laws, statutes, official policies, ordinances, codes, formal decrees, rulings,  
9 regulations, writs, injunctions, orders, rules, conditions of approval or authorizations of  
10 any governmental entity, agency or political subdivision, now in force or hereafter  
11 adopted, which are applicable to the Leased Premises or the use thereof as of the date  
12 such term is being applied. If Lessee fails to perform Lessee's obligations under this  
13 Section 5(h), Lessor shall have the right to enter upon the Leased Premises after 10 days  
14 prior written notice to Lessee (except in the event of an emergency, in which case no  
15 notice shall be required), perform such maintenance and repair obligations on Lessee's  
16 behalf, and Lessee shall be fully responsible for and shall promptly pay to Lessor an  
17 amount equal to 115% of all costs thereof. Lessee acknowledges and agrees that failure  
18 to pay the aforementioned costs shall constitute a default under this Lease. Lessor shall  
19 have no obligation to maintain the Leased Premises pursuant to Section 27 below;

20 (i) On every January 1 and July 1 during the Term of this Lease,  
21 Lessee shall provide an Aircraft and Sublease Status Report, substantially conforming  
22 in form and substance to the Sublease Status Report attached hereto as Exhibit "D" and  
23 incorporated herein by this reference and, for all subleases and aircraft being stored on  
24 the Leased Premises. The report shall be supplied in a form and electronic format  
25 acceptable to Lessor and contain at least the following information: name of the  
26 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

1 Registration Number, the name of the owner of the aircraft, the type of aircraft and  
2 indicate whether or not an aircraft is "based" at the airport (aircraft that spend at least  
3 three months of the year at this airport are to be identified in the report as "based  
4 aircraft"); and certification of compliance with the insurance requirements set forth in  
5 Sections 21 and 22 herein. The requirements set forth in this Section 5(i) in no way limit  
6 Lessee's obligations to obtain County approval prior to any sublease or assignment  
7 pursuant to Section 24 of this Lease.

8 **6. Permits, Licenses and Taxes.** Lessee shall secure, at its expense, all  
9 necessary permits and licenses as it may be required to obtain regarding the  
10 construction, operation, maintenance, and termination or abandonment of activities upon  
11 the Leased Premises, and Lessee shall pay for all fees and taxes levied or required by  
12 any authorized public entity. This Lease may create a possessory interest subject to  
13 property taxation and Lessee may be subject to the payment of property taxes levied on  
14 such interest. Due to the length of the initial Lease Term, combined with the Option to  
15 extend, Lessee may be subject to a documentary transfer tax. Lessee acknowledges,  
16 understands and agrees that Lessee is solely responsible for the timely payment and  
17 satisfaction of all taxes incurred as a result of this Lease.

18 **7. Development of Improvements.** Lessee, at its sole cost and expense,  
19 shall install a 12'x48' modular office facility that shall be temporary facilities, adjacent  
20 landscaping, site lights and a monument sign (collectively the "Improvement"). Lessee  
21 understands and agrees that such improvements, alterations, and installation of fixtures  
22 may be subject to County Ordinance Nos. 348 and 457, as well as other applicable  
23 County ordinances, and that Lessee shall fully comply with such ordinances prior to the  
24 commencement of any construction in connection therewith.

25 (a) **Phases.** Without limiting Lessee's obligation to develop the  
26 Improvement as required herein, Lessee shall develop the Improvement on the Leased  
Premises in a single phase ("Phase 1") only, subject to the approval of Lessor which

1 shall not be unreasonably withheld, provided that all construction shall be completed  
2 within twenty-four (24) months of the approval from the County.

3 (b) Site Plan. Within sixty (60) days after the survey is done, and within  
4 one year of the Effective Date of the Lease, Lessee shall submit to Lessor a development  
5 site plan ("Site Plan") showing the location and dimensions of the Improvements. The  
6 design shall be satisfactory to and approved by the County of Riverside TLMA, Aviation  
7 Division. With Lessor's written approval, which shall not be unreasonably withheld.

8 (c) Full Construction Plans. Within sixty (60) days of approval of the Site  
9 Plan by County of Riverside, Aviation Division, Lessee shall submit a full set of  
10 construction plans to the County to obtain building permits. Plans for all improvements  
11 are to be submitted to Lessor for approval, and prior to start of any construction.

12 (c) Development Costs. All improvements are to be completed at  
13 Lessee's sole cost, including but not limited to all on site buildings and infrastructure,  
14 taxiway(s), as well as required off-site improvements associated with the development  
15 as depicted on the Development Site Plan and subsequent amendments, if any. Lessee  
16 shall pay for construction of any required utility extensions and hookups (including all  
17 related fees and charges) and any access road improvements. Lessee shall pay all fees,  
18 permits and taxes related to the development. Plans for all improvements are to be  
19 submitted to Lessor for written approval prior to start of any construction.

20 (d) Utility Services. In addition to the requirements set forth in Section  
21 7 above, it is understood by the parties hereto that utility services are available in the  
22 general vicinity of the Leased Premises, but in order for the on-site improvements  
23 required herein to be fully usable and operational, Lessee, at its sole expense, shall  
24 extend and/or connect, or cause to be extended and/or connected, such utility service  
25 facilities that may be required or desired by Lessee in the use, operation, and  
26 maintenance of such on-site improvements. Lessee shall pay all related fees and

1 charges related to such utility extensions and hookups. In addition to connection fees,  
2 Lessee shall be responsible for payment of the use of such utilities. Lessee shall be  
3 responsible for all connection costs and fees associated with any improvements beyond  
4 those listed in this paragraph, including, but not limited to, water, sewer, electricity,  
5 telephone, and gas service and internet. Scope and installation of all utilities shall be  
6 submitted to Lessor on construction plans and shall be approved by Lessor prior to  
7 connection.

8 (e) Any improvements, alterations, and installation of fixtures to be  
9 undertaken by Lessee shall have the prior written approval of the Lessor after Lessee  
10 has submitted to Lessor the proposed site plans, building plans, and specifications in  
11 writing. In addition, Lessee acknowledges and agrees that such improvements,  
12 alterations, and installation of fixtures may be subject to County Ordinance Nos. 348 and  
13 457, as well as other applicable County ordinances, and that Lessee shall fully comply  
14 with such ordinances prior to the commencement of any construction in connection  
15 therewith.

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

24 "Force Majeure Delay" means a delay due to Force Majeure that, in each  
25 case, (a) materially adversely affects the performance by Lessee of its obligations  
26 hereunder, (b) is not reasonably foreseeable and is beyond Lessee's reasonable control,

1 (c) despite the exercise of reasonable diligence, cannot be prevented, avoided or  
2 removed by Lessee and is not attributable to the negligence, willful misconduct or bad  
3 faith of Lessee, and (d) is not the result of the failure of Lessee to perform any of its  
4 obligations under this Agreement. Notwithstanding the foregoing, a Force Majeure Delay  
5 shall not be deemed to have occurred unless Lessee has notified Lessor in writing of such  
6 occurrence of Force Majeure within fifteen (15) days after such occurrence and has  
7 provided Lessor with the details of such event and the length of the anticipated delay  
8 within an additional fifteen (15) days thereafter. During the occurrence and continuance  
9 of a Force Majeure Delay, Lessee shall be excused from performance of its obligations  
10 under this Agreement to the extent the Force Majeure prevents Lessee from performing  
11 such obligations.

12 **8. Real Property Reversion.** During the term of this Lease, and any extension  
13 thereof, all improvements, alterations, and fixtures constructed by the Lessee on the  
14 Leased Premises shall be owned by Lessee until the Lease is terminated, legally  
15 relinquished, abandoned or upon the expiration of Lease including any hold-over period.  
16 For purposes of this section, "abandon" shall mean Lessee's vacation of the Leased  
17 Premises with an intention not to perform the future obligations of the Lease. Upon  
18 termination, relinquishment, abandonment or upon the expiration of the Lease (including  
19 any hold-over period), legal title to all improvements constructed by the Lessee shall  
20 cease to exist, and all interest associated therewith shall revert to the Lessor free and  
21 clear of any and all rights to possession and all claims to or against them by Lessee or  
22 any third person or entity. At the expiration or earlier termination of this Lease, Lessee  
23 shall also surrender to Lessor possession of the Leased Premises and all improvements  
24 constructed thereon free and clear of all liens, encumbrances and mortgages. Lessee  
25 shall have the full and exclusive use and enjoyment of such improvements, alterations,  
26 and fixtures during the Term of this Lease. At or prior to the expiration of this Lease,

1 Lessee shall remove, at its expense, such trade fixtures (not including buildings and  
2 improvements affixed to the land), and restore the Leased Premises to their original  
3 shape and condition in good, safe and sanitary condition, subject to ordinary wear and  
4 tear. In the event Lessee does not remove such trade fixtures, they shall become the  
5 property of the Lessor for no further consideration of any kind, and Lessee acknowledges  
6 and agrees that Lessor shall have the right to charge Lessee for removal of any trade  
7 fixtures that so remain by Lessee upon the expiration or early termination of the Lease.  
8 At Lessor's request Lessee shall execute and deliver to Lessor assignments of leases  
9 and a quitclaim deed, both in commercially reasonable form and as prepared by Lessor.  
10 By the quitclaim deed Lessee shall quitclaim any right, title or interest which Lessee may  
11 have or claim to have as part of Project I Improvements.

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

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

23 (a) The Leased Premises is accepted by Lessee subject to any and all  
24 existing easements or other encumbrances, and Lessor shall have the right to enter upon  
25 the Leased Premises and to install, lay, construct, maintain, repair and operate such  
26 sanitary sewers, drains, storm water sewers, pipelines, manholes, connections, water,

1 oil and gas pipelines, and telephone and telegraph power lines and such other facilities  
2 and appurtenances necessary or convenient to use in connection therewith, over, in,  
3 upon, through, across and along the Leased Premises or any part thereof. Lessor also  
4 reserves the right to grant franchises, easements, rights of way and permits in, over and  
5 upon, along or across any and all portions of said Leased Premises as Lessor may elect;  
6 provided, however, that no right of the Lessor provided for in this paragraph shall be  
7 executed so as to interfere unreasonably with Lessee's use hereunder, or impair the  
8 security of any secured creditor of Lessee. Lessor shall cause the surface of the Leased  
9 Premises to be restored to its original condition (as they existed prior to any such entry)  
10 upon the completion of any construction by Lessor or its agents. In the event such  
11 construction renders any portion of the Leased Premises unusable, the rent shall abate  
12 pro rata as to such unusable portion during the period of such construction. Any right of  
13 Lessor set forth in this paragraph shall not be exercised unless a prior written notice of  
14 ten(10) days is given to Lessee; provided, however, in the event such right must be  
15 exercised by reason of emergency, then Lessor shall give Lessee such notice in writing  
16 as is reasonable under the existing circumstances.

17 (b) Lessor reserves the right to further develop or improve the aircraft  
18 operating area, including the heavy ramp of Hemet Ryan Airport as it deems appropriate.  
19 Lessor reserves the right to take any action it considers necessary to protect the aerial  
20 approaches of the Hemet Ryan Airport against obstruction, together with the right to  
21 prevent the Lessee from erecting or permitting to be erected, any building or other  
22 structure on the Hemet Ryan Airport, which in the reasonable opinion of Lessor, would  
23 limit usefulness of the Hemet Ryan Airport or constitute a hazard to aircraft.

24 (c) During the time of war or national emergency, Lessor shall have the  
25 right to lease the landing area of the Hemet Ryan Airport, or any part thereof, to the  
26 United States Government for military use and, if such lease is executed, the provisions

1 of this Lease insofar as they are inconsistent with the provisions of such lease to the  
2 Government, shall be suspended. In that event, a just and proportionate part of the rent  
3 hereunder shall be abated, and the period of such closure shall be added to the term of  
4 this Lease, or any extensions thereof, so as to extend and postpone the expiration  
5 thereof unless Lessee otherwise elects to terminate this Lease.

6 (d) Notwithstanding any provisions herein, this Lease shall be  
7 subordinate to the provisions of any existing or future agreement between Lessor and  
8 the United States, relative to the operation or maintenance of the Hemet Ryan Airport,  
9 the terms and execution of which have been or may be required as a condition precedent  
10 to the expenditure or reimbursement to County of Federal funds for the development of  
11 said airport.

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

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

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

24 **13. Compliance with Government Regulations.** Lessee shall, at Lessee's  
25 sole cost and expense, comply with the requirements of all local, state, and federal  
26 statutes, regulations, rules, ordinances, and orders now in force or which may be

1 hereafter in force, pertaining to the Leased Premises. Lessee shall also comply with all  
2 rules and regulations of the Federal Aviation Administration. The final judgment, decree,  
3 or order of any Court of competent jurisdiction, or the admission of Lessee in any action  
4 or proceedings against Lessee, whether Lessee is a party thereto or not, that Lessee  
5 has violated any such statutes, regulations, rules, ordinances, or orders in the use of the  
6 Leased Premises, shall be conclusive of that fact as between Lessor and Lessee.

7 **14. Discrimination or Segregation**

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

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

24 (c) Lessee assures that it will undertake an affirmative action program  
25 as required by 49 CFR, Part 21, to insure that no person shall on the grounds of race  
26 creed, color, national origin, or sex be excluded from participating in any employment

1 activities covered in 49 CFR, Part 21, with respect to its use of the Leased Premises.  
2 Lessee further assures that no person shall be excluded on these grounds from  
3 participating in or receiving services or benefits of any program or activity covered herein  
4 with respect to its use of the Leased Premises. Lessee further assures that it will require  
5 that its subcontractors and independent contractors provide assurance to Lessee that  
6 they similarly will undertake affirmative action programs and that they will require  
7 assurances from their subcontractors and independent contractors, as required by 49  
8 CFR, Part 21, to the same effect with respect to their use of the Leased Premises.

9 **15. Termination by Lessor.** Lessor shall have the right to terminate this Lease  
10 in its entirety, in the event any of the following occur:

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

13 (b) In the event that Lessee sells, transfers, conveys or assigns its  
14 interest in the Leased Premises (or any portion thereof) or in this Lease, or there is a  
15 change in control of Lessee without Lessor approval pursuant to Section 24 below, or  
16 Lessee's interest hereunder is assigned involuntarily or by operation of law for the benefit  
17 of creditors;

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

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

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

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

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

5 (h) There is substantial change in the ownership of Lessee, or with respect  
6 to the identity of the parties in control of Lessee, or the degree thereof contrary to the  
7 provisions of Section 25 hereof;

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

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

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

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

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

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

1 affected thereby, and such election shall be given by an additional thirty (30) day written  
2 notice to Lessor;

3 (b) Lessee is unable to obtain financing within 120 days of the Effective  
4 Date to finance development of the improvements required in this Lease; or

5 (c) In the event Lessor leases the Leased Premises to the United States  
6 Government for military use during a time of war or national emergency pursuant to  
7 Section 16c herein for a period longer than nine (9) months.

8 **17. Holdover.** If Lessee fails to immediately surrender the Leased Premises  
9 or any portion thereof at the expiration or termination of the Lease Term, then Lessee  
10 shall pay Base Rent (on a per-month basis, without reduction for any partial month) at a  
11 rate equal to 125% of the Base Rent applicable during the last calendar month of the  
12 Lease Term. Unless otherwise agreed to in writing by the Parties, any such holdover  
13 shall be deemed to be a tenancy-at-sufferance and not a tenancy-at-will or tenancy from  
14 month-to-month. Lessor's acceptance of such rent shall not adversely affect Lessor's  
15 other rights and remedies under the Lease, including Lessor's right to evict Lessee and  
16 to recover all damages. In no event shall any holdover be deemed a permitted extension  
17 or renewal of the Lease Term, and nothing contained in this Lease shall be construed to  
18 constitute Lessor's consent to any holdover or give Lessee any right with respect to such  
19 holdover.

20 **18. Default.**

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

25 (b) The injured party shall give written notice of default to the party in  
26 default ("Notice of Default") pursuant to Section 37 below, specifying the default

1 complained of by the injured party. Failure or delay in giving such notice shall not  
2 constitute a waiver of any default, nor shall it change the time of default. Except as  
3 otherwise expressly provided in this Lease, any failures or delays by either party in  
4 asserting any of its rights and remedies as to any default shall not operate as a waiver  
5 of any default or of any such rights or remedies. Delays by either party in asserting any  
6 of its rights and remedies shall not deprive either party of its right to institute and maintain  
7 any actions or proceeding which it may deem necessary to protect, assert or enforce any  
8 such rights or remedies.

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

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

26

1           **19. Eminent Domain.** If any portion of the Leased Premises shall be taken by  
2 eminent domain and a portion thereof remains which is usable by Lessee, in its  
3 discretion, for the purposes set forth in Section 4 herein, this Lease shall, as to the part  
4 taken, terminate as of the date title shall vest in the condemnor, or the date prejudgment  
5 possession is obtained through a court of competent jurisdiction, whichever is earlier,  
6 and the rent payable hereunder shall abate pro rata as to the part taken; provided,  
7 however, in such event Lessor reserves the right to terminate this Lease as of the date  
8 when title to the part taken vests in the condemnor or as of such date of prejudgment  
9 possession. If all of the Leased Premises are taken by eminent domain, or such part be  
10 taken so that the Leased Premises are rendered unusable for the purposes set forth in  
11 Section 4 herein, this Lease shall terminate. If a part or all of the Leased Premises be  
12 so taken, all compensation awarded upon such taking shall be apportioned between  
13 Lessor and Lessee according to law.

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

24           With respect to any action or claim subject to indemnification herein by Lessee,  
25 Lessee shall, at Lessee's sole cost, have the right to use counsel of their choice and shall  
26 have the right to adjust, settle, or compromise any such action or claim without the prior

1 consent of Lessor; provided, however, that any such adjustment, settlement or  
2 compromise in no manner whatsoever limits or circumscribes Lessee's indemnification to  
3 the Indemnified Parties as set forth herein.

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

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

10 In the event there is conflict between this clause and California Civil Code Section  
11 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation  
12 shall not relieve the Lessee from indemnifying the Indemnified Parties to the fullest extent  
13 allowed by law.

14 Lessee shall require each sub-lessee and/or contractor of every tier to indemnify  
15 the County of Riverside relating to any claim(s) arising from their sub-lease and/or  
16 contract. The holdover and indemnification obligation set forth herein shall survive the  
17 expiration and termination of this Lease.

18 **21. Insurance.** Lessee shall procure and maintain or cause to be  
19 maintained, at its sole cost and expense, the following insurance coverages during the  
20 term of this Lease. These requirements, with the approval of the Lessor's Risk Manager,  
21 may be modified to reflect the activities associated with the Lessee provided that any  
22 changes are reasonable in nature and consistent with industry standards. The  
23 procurement and maintenance of the insurance required below will not diminish or limit  
24 Lessee's obligation to indemnify or hold the Lessor harmless. Lessee agrees to have in  
25 place insurance coverage as it is required and applicable. This Section 21 shall not be  
26

1 construed to require Lessee to have all insurance required under this provision, in place  
2 from the Commencement Date.

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

11 (b) Airport General Liability. Lessee shall maintain Airport General  
12 Liability Insurance coverage including, but not limited to, premises/operations liability,  
13 contractual liability, products and completed operations liability, independent  
14 contractors, personal and advertising injury liability covering all claims or lawsuits of any  
15 nature whatsoever which may arise from or out of Lessee's performance under the terms  
16 of the Lease. Policy shall name all the County of Riverside its Agencies, Districts,  
17 Special Districts, and Departments, their respective directors, officers, Board of  
18 Supervisors, employees, elected or appointed officials, agents or representatives as  
19 Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per  
20 occurrence combined single limit and in the annual aggregate as applicable. The policy  
21 shall be endorsed to provide Hangar Keeper's Legal Liability Insurance (Ground and In-  
22 Flight) providing coverage for aircraft in the care, custody or control of the Lessee. Policy  
23 shall include coverage for the Named Insured's use of unlicensed vehicles on Airport  
24 Premises.

25 (c) Vehicle Liability. Lessee shall maintain liability insurance for all  
26 owned, non-owned, or hired vehicles used in the performance of this Lease in an amount

1 not less than \$1,000,000 per occurrence combined single limit. The policy shall be  
2 endorsed to name all the County of Riverside, its Agencies, Districts, Special Districts,  
3 and Departments, their respective directors, officers, Board of Supervisors, employees,  
4 elected or appointed officials, agents, or representatives. This coverage may be  
5 included in the Airport General Liability policy. Proof of the foregoing coverage will be  
6 required before issuing vehicle gate cards.

7 (d) Aircraft Hull and Liability Insurance.

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

14 2) Aircraft Liability - Lessee shall provide Aircraft Liability  
15 insurance for all owned and non-owned aircraft operated by the Lessee in an amount  
16 not less than \$2,000,000 combined single limit per occurrence for bodily injury, including  
17 death and property damage and coverage shall include, but is not limited to,  
18 products/completed operations and contractual liability. Lessee shall provide Aircraft  
19 Liability insurance for all owned and non-owned single engine piston aircraft operated by  
20 the Lessee in an amount not less than \$1,000,000 combined single limit per occurrence  
21 for bodily injury, including death and property damage and coverage shall include, but is  
22 not limited to, products/completed operations and contractual liability. The  
23 aforementioned policies shall be endorsed to name all The County of Riverside, its  
24 Agencies, Districts, Special Districts, and Departments, its respective directors, officers,  
25 Board of Supervisors, employees, elected or appointed officials, agents or representative  
26 as Additional Insureds.

1 (e) General Insurance Provisions – All Lines:

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

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

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

1 herein and the insurance required herein is in full force and effect. Lessee shall not  
2 commence operations until the Lessor has been furnished original Certificate(s) of  
3 Insurance and certified original copies of endorsements or, if requested, policies of  
4 insurance including all endorsements and any and all other attachments as required in  
5 this Section 21. An individual authorized by the insurance carrier to do so on its behalf  
6 shall sign the endorsements for each policy and the Certificate of Insurance.

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

12 (5) Lessors Reserved Rights - Insurance. If during the term of  
13 this Lease or any extension thereof, there is a material change in the scope of services  
14 or performance of work the Lessor reserves the right to adjust the types of insurance  
15 required under this Lease and the monetary limits of liability for the insurance coverages  
16 currently required herein, if, in the Assistant County Executive Officer – TLMA  
17 reasonable judgment, upon advice of the Lessor Risk Manager, the amount or type of  
18 insurance carried by the Lessee has become inadequate. The Lessee agrees to notify  
19 the Lessor of any plan or change of plan for the Lessee's operations and such notification  
20 shall occur prior to implementing any such change.

21 Beginning July 1, 2026, and every fifth year thereafter during the  
22 term of this Lease, or any extension thereof, Lessor reserves the right to adjust the  
23 monetary limits of insurance coverage as required in Section 21.

24 (6) Lessee shall notify Lessor in writing of any claim made by a  
25 third party or any incident or event that may give rise to a claim arising from this Lease.  
26

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

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

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

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

1 from Lessor to Lessee in an "as is" physical condition, with no warranty, express or  
2 implied by Lessor as to the presence of hazardous substances, or the condition of the  
3 soil, its geology or the presence of known or unknown faults, and fully assumes any and  
4 all risk associated with the use thereof. Lessor shall not be liable to Lessee, its officers,  
5 agents, employees, subcontractors or independent contractors for any bodily injury,  
6 personal injury or property damage suffered by them or others which may result from  
7 hidden, latent or other dangerous conditions in, on upon or within the Leased Premises.  
8 If the condition of the Leased Premises is not in all respects entirely suitable for the use  
9 or uses to which such Leased Premises will be put, then it is the sole responsibility and  
10 obligation of Lessee to place the Leased Premises in all respects in a condition entirely  
11 suitable for the development thereof, solely at Lessee's expense. Effective at the  
12 commencement of the Lease Term, Lessee waives, releases and discharges Lessor, its  
13 Agencies, Districts, Special Districts and Departments, their respective directors,  
14 officers, Board of Supervisors, Board of Commissioners, elected and appointed officials,  
15 employees, agents, representatives and attorneys, from any and all present and future  
16 claims, demands, suits, legal and administrative proceedings, and from all liability for  
17 damages, losses, costs, liabilities, fees and expenses (including without limitation,  
18 attorneys' fees) arising out of in any way connected with the Lessor's or Lessee's use,  
19 maintenance, ownership or operation of the Leased Premises, any hazardous  
20 substances on the Leased Premises, or the existence of hazardous substances  
21 contamination in any state on the Leased Premises, however the hazardous substances  
22 came to be placed there. Lessee acknowledges that it is aware of and familiar with the  
23 provisions of Section 1542 of the California Civil Code which provides as follows:

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

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

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

6 Lessee Initials \_\_\_\_\_

7 **24. Assignment and Subletting.**

8 (a) Lessee represents and agrees that its undertakings pursuant to this  
9 Lease are for the purpose of providing aircraft flight instruction, and not for speculation in  
10 land holding. Lessee further recognizes that the qualifications and identity of Lessee are  
11 of particular concern to Lessor in light of the following: (1) the importance of the  
12 development of the Leased Premises to the community; and (2) the fact that a change in  
13 ownership or control of Lessee or any other act or transaction involving or resulting in a  
14 significant change in ownership or control of Lessee, is for practical purposes a transfer  
15 or disposition of the property then owned by Lessee. Lessee further recognizes that it is  
16 because of such qualifications and identity that the Lessor is entering into the Lease with  
17 Lessee. Therefore, no voluntary or involuntary successor in interest of Lessee, or a  
18 sublessee, shall acquire any rights or powers under this Lease except as expressly  
19 permitted herein.  
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22 (b) Lessee shall not assign or attempt to assign all or any part of this  
23 Lease or any right or interest herein, nor make any total or partial sale, transfer,  
24 conveyance or assignment of the whole or any part of the Lessee's interest in the Leased  
25 Premises or the Improvements thereon, or sublet, mortgage, hypothecate or otherwise  
26

1 transfer in any manner any of its rights, duties or obligations hereunder to any person or  
2 entity without the prior written consent of Lessor being first obtained which consent shall  
3 not be unreasonably withheld.

4 (c) This prohibition shall not be deemed to prevent the granting of  
5 easements or permits to facilitate the development of the Leased Premises. Lessee shall  
6 submit all documents pertaining to any such transaction referenced in the foregoing  
7 paragraph to Lessor for approval prior to entering into such agreements. Lessee shall  
8 submit executed subleases and all required certificates of insurance and endorsements  
9 to insurance policies, as required herein, to Lessor for approval prior to sublessees  
10 occupying the subleased premises.

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

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

8 (f) Assignments or transfers approved by the Lessor shall be evidenced  
9 by the Lessee's, and assignee's execution of an assignment and assumption agreement  
10 approved as to form and substance by Lessor. Subleases approved by the Lessor shall  
11 be evidenced by subleases approved as to form and substance by Lessor.

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

18 (h) The restrictions on assignment, transfer and subleasing contained in  
19 this Section 24 shall be binding on any successors, or heirs of Lessee. The provisions of  
20 this Section 24 shall apply to each successive assignment and transfer in the same  
21 manner as initially applicable to Lessee under the terms set forth herein.

23 **25. Damage or Destruction.**

24 (a) In the event any of the improvements are damaged by an insured  
25 casualty, Lessee shall promptly remove the debris resulting from such event, and within  
26 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,

1 such repair or restoration to be performed in accordance with all provisions of this  
2 Lease.

3 (b) In the event any of the Improvements are damaged by an uninsured  
4 casualty, or the insurance proceeds are insufficient to repair or restore the Improvements  
5 to their condition prior to the casualty, Lessee shall promptly remove the debris resulting  
6 from such event, and within a reasonable time thereafter shall either (i) repair or restore  
7 the improvements so damaged to the extent economically feasible, such repair or  
8 restoration to be performed in accordance with all provisions of this Lease, or (ii) erect  
9 other Improvements in such location, provided all provisions of this Lease are complied  
10 with to the extent economically feasible, or (iii) if the damage occurs during the last 5  
11 years of the Lease, demolish the damaged portion of such improvements, restore any  
12 remaining improvements to an architectural whole, remove all rubbish, and pave or plant  
13 grass and otherwise restore the area to a neat, orderly, sanitary and attractive condition.  
14 Lessor shall have the option to choose among the aforesaid alternatives, subject to rights  
15 of permitted Encumbrancers secured by the Lease but Lessee shall be obligated to  
16 perform one of such alternatives. Lessee shall give notice to Lessor within a reasonable  
17 time of which alternative it elects.

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

22 **26. Lessor's Nonresponsibility.**

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

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

11           **28. Toxic Materials.**

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

1 and those substances defined as "hazardous wastes" in Section 25117 of the California  
2 Health and Safety Code or as "hazardous substances" in Section 25316 of the California  
3 Health and Safety Code; and in the regulations adopted in publications promulgated  
4 pursuant to said laws now and in the future.

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

6 Lessee acknowledges, understands and agrees that it shall comply with California State  
7 Water Resources Control Board general permit requirements now and in the future  
8 relating to storm water discharges associated with activities such as aircraft  
9 rehabilitation, mechanical repairs, fueling, lubrication, cleaning, painting and deicing.

10 Lessee further acknowledges, understands and agrees that it shall participate as a co-  
11 permittee under said general permit, participate in the Hemet Ryan Airport Storm Water  
12 Pollution Prevention Plan (SWPPP) as noted in Exhibit "F", attached hereto and by this  
13 reference made a part of this Lease, including without limitation, the Best Management  
14 Practices, Best Available Technology Economically Achievable, and Best Convention  
15 Pollutant Control Technology.

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

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

10 **31. Employees and Agents of Lessee.** It is understood and agreed that all  
11 persons hired or engaged by Lessee shall be considered to be employees or agents of  
12 Lessee and not of Lessor. It is expressly understood and agreed that Lessee (including  
13 its employees, agents and subcontractors) shall in no event be entitled to any benefits  
14 to which Lessor employees are entitled, including but not limited to overtime, any  
15 retirement benefits, worker's compensation benefits, and injury leave or other leave  
16 benefits. There shall be no employer-employee relationship between the parties, and  
17 Lessee shall hold Lessor harmless from any and all claims that may be made against  
18 Lessor based upon any contention by a third party that an employer-employee  
19 relationship exists by reason of this Lease.

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

23 **33. Waiver of Performance.** Any waiver by Lessor of any breach of any one  
24 or more of the terms of this Lease shall not be construed to be a waiver of any  
25 subsequent or other breach of the same or of any other term of this Lease. Failure on  
26 the part of Lessor to require exact, full and complete compliance with any terms of this

1 Lease shall not be construed as in any manner changing the terms or preventing Lessor  
2 from enforcement of the terms of this Lease.

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

6 **35. Jurisdiction and Venue.** This Lease is construed under the laws of the  
7 state of California. The Parties agree to the jurisdiction and venue of the Superior Court  
8 in the County of Riverside, state of California. Any action at law or in equity brought by  
9 either of the parties hereto for the purpose of enforcing a right or rights provided for by  
10 this Lease shall be tried in a Court of competent jurisdiction in the County of Riverside,  
11 State of California, and the parties hereby waive all provisions of law providing for a  
12 change of venue in such proceedings to any other County.

13 **36. Attorney's Fees.** In the event of any litigation or arbitration between  
14 Lessee and Lessor to enforce any of the provisions of this Lease or any right of either  
15 party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the  
16 successful party all costs and expenses, including reasonable attorney's fees, incurred  
17 therein by the successful party, all of which shall be included in and as a part of the  
18 judgment or award rendered in such litigation or arbitration.

19 **37. Notices.** Any notices required or desired to be served by either party upon  
20 the other shall be addressed to the respective parties as set forth below:

<u>COUNTY</u>	<u>LESSEE</u>
22 County of Riverside	French Valley Flyers LLC
23 Aviation Division	Attn: Dan Face
4080 Lemon Street, 14 <sup>th</sup> floor	46157 Via La Tranquila
Riverside, CA 92501	Temecula, CA 92585
24 Attn: TLMA – Aviation Division	

1 or to such other addresses as from time to time shall be designated by the respective  
2 parties. A change of notification address is required in writing and must be delivered to  
3 the other party.

4 Formal notices, demands and communications between Lessor and Lessee shall  
5 be sufficiently given if dispatched by registered or certified mail, postage prepaid, return  
6 receipt requested, to the principal offices of the Lessor and Lessee, as designated in this  
7 Section 37. Any notice that is transmitted by electronic facsimile transmission followed  
8 by delivery of a "hard" copy, shall be deemed delivered upon its transmission; any notice  
9 that is personally delivered (including by means of professional messenger service,  
10 courier service such as United Parcel Service or Federal Express, or by U.S. Postal  
11 Service), shall be deemed received the day after the documented date of delivery; and  
12 any notice that is sent by registered or certified mail, postage prepaid, return receipt  
13 required shall be deemed received on the second day of delivery.

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

17 **38. Paragraph Headings.** The paragraph headings herein are for the  
18 convenience of the parties only, and shall not be deemed to govern, limit, modify or in  
19 any manner affect the scope, meaning or intent of the provisions or language of this  
20 Lease.

21 **39. No Partnership.** Nothing contained in this Lease shall be deemed or  
22 construed to create a lending partnership, other partnership, joint venture, or any other  
23 relationship between the parties hereto other than Lessor and Lessee according to the  
24 provisions contained herein, or cause Lessor to be responsible in any way for the debts  
25 or obligations of Lessee, or any other party.

26

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

6           **41. Agent for Service of Process; Lessee Authority to Enter into Lease.**

7           (a) It is expressly understood and agreed that, in the event Lessee is not a  
8 resident of the State of California or it is an association or partnership without a member  
9 or partner resident of the State of California, or it is a foreign corporation, then in any  
10 such event, Lessee shall file with County's clerk, upon its execution hereof, a designation  
11 of a natural person residing in the State of California, giving his or her name, residence  
12 and business addresses, as its agent for the purpose of service of process in any court  
13 action arising out of or based upon this Lease, and the delivery to such agent of a copy  
14 of any process in any such action shall constitute valid service upon Lessee. It is further  
15 expressly understood and agreed that if for any reason service of such process upon  
16 such agent is not feasible, then in such event Lessee may be personally served with  
17 such process out of this County and that such service shall constitute valid service upon  
18 Lessee. It is further expressly understood and agreed that Lessee is amenable to the  
19 process so served, submits to the jurisdiction of the Court so obtained and waives any  
20 and all objections and protests thereto.

21           (b) Lessee is a limited partnership or corporation duly formed and in good  
22 standing under the laws of the State of California, has full legal right, power, and authority  
23 to enter into this Lease and to carry out and consummate all transactions contemplated  
24 by this Lease, and by appropriate action has duly authorized the execution and delivery  
25 of this Lease. Further, Lessee will take those actions required to remain in good standing  
26 under the laws of the state of California during the term of this Lease.

1           **42. FAA Consent to Lease.** Lessee acknowledges that Hemet Ryan Airport  
2 was transferred to the Lessor by the Federal Government and, as such, may require  
3 FAA consent to the Lease. If so required, the Federal government's approval shall be  
4 considered a condition precedent under this Lease.

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

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

17           **45. Effective Date.** The effective date ("Effective Date") of this Lease is the  
18 date this Lease is executed by the Chairman of the County of Riverside Board of  
19 Supervisors.

20           **46. Language for Use of Electronic (Digital) Signatures.**  
21 This Agreement may be executed in any number of counterparts, each of which will be  
22 an original, but all of which together will constitute one instrument. Each party of this  
23 Agreement agrees to the use of electronic signatures, such as digital signatures that  
24 meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”  
25 Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further  
26 agree that the electronic signatures of the parties included in this Agreement are

1 intended to authenticate this writing and to have the same force and effect as manual  
2 signatures. Electronic signature means an electronic sound, symbol, or process  
3 attached to or logically associated with an electronic record and executed or adopted by  
4 a person with the intent to sign the electronic record pursuant to the CUETA as amended  
5 from time to time. The CUETA authorizes use of an electronic signature for transactions  
6 and contracts among parties in California, including a government agency. Digital  
7 signature means an electronic identifier, created by computer, intended by the party  
8 using it to have the same force and effect as the use of a manual signature, and shall be  
9 reasonably relied upon by the parties. For purposes of this section, a digital signature is  
10 a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil  
11 Code.

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

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

LESSEE:  
French Valley Flyers LLC, a California  
limited liability corporation

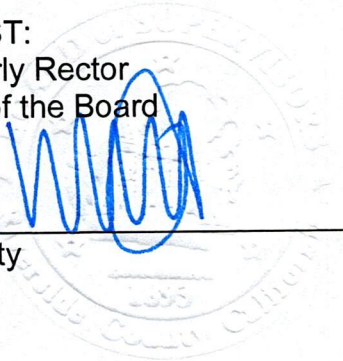
7 By: Karen S. Spiegel  
8 **KAREN SPIEGEL**, Chairman  
9 Board of Supervisors

By: [Signature]  
Dan Face

10 Date: MAR 10 2026

Date: 1/26/26

11  
12 ATTEST:  
13 Kimberly Rector  
14 Clerk of the Board  
15 By: [Signature]  
16 Deputy



17  
18 APPROVED AS TO FORM:  
19 Minh C. Tran  
20 County Counsel

21  
22 By: [Signature]  
23 Ryan Yabko  
24 Deputy County Counsel  
25  
26

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2 below.

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4 COUNTY OF RIVERSIDE, a  
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LESSEE:  
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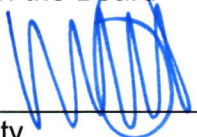
7 By: Karen S. Spiegel  
8 Karen Spiegel, Chair  
9 Board of Supervisors

By: \_\_\_\_\_  
Dan Face

10 Date: MAR 10 2026

Date: \_\_\_\_\_

11  
12 ATTEST:  
13 Kimberly Rector  
14 Clerk of the Board

15 By:   
16 Deputy

17  
18 APPROVED AS TO FORM:  
19 Minh C. Tran  
20 County Counsel


21  
22 By: Aaron Jettis  
23 Ryan Yabko  
24 Deputy County Counsel

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

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

LESSEE:  
French Valley Flyers LLC, a California  
limited liability corporation

7 By: \_\_\_\_\_  
8 V. Manuel Perez, Chairman  
9 Board of Supervisors

By:   
Dan Face

10 Date: \_\_\_\_\_

Date: 1/26/26

11  
12 ATTEST:  
13 Kimberly Rector  
14 Clerk of the Board

15 By: \_\_\_\_\_  
16 Deputy

17  
18 APPROVED AS TO FORM:  
19 Minh C. Tran  
20 County Counsel

21  
22 By: Aaron Jettis  
23 Ryan Yabko  
24 Deputy County Counsel

25  
26

1 Attachments:

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

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Exhibit A  
Site Map

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Hemet, California 92545

**Exhibit B  
Leased Premises**



**.51-Acres**

**NOT A SURVEY**

**Areas are approximate for  
Illustration purposes only**

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HEMET RYAN AIRPORT  
Tie Downs #HRTD-D02,D03, D04, D05, D06, D07 ●





# **Minimum Standards for Fixed Base Operators**

Riverside County Airports



**Riverside County Aviation  
4080 Lemon St., 14<sup>th</sup> Floor  
Riverside, CA 92501**

Adopted January 30, 2001

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## I. INTRODUCTION

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

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

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

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

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

## II. DEFINITIONS

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

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

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

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

ALP - Airport Layout Plan

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

CEQA - California Environment Quality Act

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

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

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

FAA - Federal Aviation Administration

FAR - Federal Aviation Regulation

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

FUEL - FAA authorized aviation fuel, including jet fuel

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

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

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

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

NEPA - National Environmental Policy Act

THE BOARD - The Riverside County Board of Supervisors

TLMA - Transportation and Land Management Agency

### **III. AIRPORT RULES AND REGULATIONS**

#### **A. Lease**

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

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

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

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

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

#### **B. Airport Layout**

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

#### **C. Signs**

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

#### **D. Building Design, Construction, and/or Alterations**

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

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

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

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

#### **E. Inspections**

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

#### **F. Flying Clubs**

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

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

#### **G. Waiver from Minimum Standards**

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

#### **H. Civil Rights**

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

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

#### **I. Insurance**

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

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

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

#### **J. Lot Size**

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

**K. Outdoor Storage**

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

**L. Maintenance**

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

**IV. SCOPE OF SERVICES**

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

**Table A - FULL SERVICE FBO**

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

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

**Table B - AIRCRAFT MAINTENANCE**

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

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
<b>LOT SIZE:</b> 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
Automobile parking	200 SF	Office storage room
Landscaping	One (1) per 1,000 SF of hangar area, with landscaping as required by Ord. 348	For employees per shift and customer parking
	Specific plans to be determined during lease negotiations	Landscaping required around vehicle parking, sidewalks, and building
<b>CERTIFICATION:</b>		
Station	Authorized repair station and certified under FAR Part 145 or Holder of an FAA inspection authorization under FAR Part 43	
<b>PERSONNEL:</b>		
Staff	Sufficient qualified technicians to meet proposal.	
Certification & training	Proper certification and training	To comply with all applicable regulations
<b>HOURS OF OPERATION:</b>		
Services	5 days/week, 8 hrs/day	
	Services offered for emergency situations	One (1) hr response time during non-business hours
<b>EQUIPMENT:</b>		
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
<b>INSURANCE:</b>		
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	
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**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	
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**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.

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

**Table E - AIRCRAFT SALES AND LEASING**

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

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

**Table F - AIRCRAFT STORAGE**

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

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
<b><u>LOT SIZE:</u></b> 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
<b><u>PERSONNEL:</u></b>		
Staff	One (1) contact person	To be available during the normal work week (M-F, 8am-5pm)
<b><u>HOURS OF OPERATION:</u></b>		
Minimum via phone contact	5 days/week, 8 hrs/day	
<b><u>INSURANCE:</u></b>		
Refer to Appendix A		
<b><u>ADDITIONAL GUIDELINES:</u></b>		
The County and Full Service FBOs shall possess the right to provide and operate the public aircraft storage areas unless circumstances warrant otherwise. No business activities shall be operated from storage areas.		

**Table G - AGRICULTURAL APPLICATION**

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

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

**Table G - AGRICULTURAL APPLICATION (continued)**

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
<b>ADDITIONAL GUIDELINES:</b> Storage and containment of Hazardous Materials		
<p>a. Comply with California Regional Water Quality Control Board Resolution No. 79-38, dated March 14, 1979.</p> <p>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.</p> <p>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).</p> <p>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.</p> <p>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.</p> <p>f. Comply with Riverside County Ordinance No. 615 by completing the reporting form and obtaining a Hazardous Materials Management Permit.</p> <p>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.</p> <p>h. If hazardous wastes are stored 90 days or less, storage area and containment shall meet the following:</p> <ol style="list-style-type: none"> <li>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).</li> <li>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).</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>7. The facility shall be in compliance with all statutes, regulations, and ordinances pertaining to the management of hazardous waste.</li> <li>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.</li> </ol>		

**Table H - OTHER AERONAUTICAL ACTIVITIES**

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

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
<b>LOT SIZE:</b> 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.
<b><u>CERTIFICATION:</u></b>		
As applicable for each activity	FAA, State, and local certification and licensing as applicable	For safe and efficient operation of airport and aeronautical activities
<b><u>PERSONNEL:</u></b>		
Staff	Sufficient number during normal hours of operation	To comply with all applicable regulations
Certification & training	Properly trained and, if applicable, certified or licensed to perform the activities or a normal course of operation.	
<b><u>HOURS OF OPERATION:</u></b>		
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.
<b><u>EQUIPMENT:</u></b>		
	To be determined during lease negotiations depending on the type of activity proposed.	
<b><u>INSURANCE:</u></b>		
Refer to Appendix A		

**Exhibit D  
Sublease Status Report**

Hemet Ryan Airport  
Lease Agreement

***Following this page***

Exhibit D – Sublease Status Report

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EXHIBIT D

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

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**Exhibit E  
Federally Required Lease Provisions**

Hemet Ryan Airport  
Lease Agreement

*Following this page*

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 Hemet-Ryan 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 Hemet-Ryan Airport or otherwise constitute a hazard. In the event that the aforesaid covenant is breached, the County reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of the Lessee.
15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 USC 1349a)
16. This lease agreement and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during time of war or national emergency.

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**Exhibit F**  
**Storm Water Pollution Prevention Plan**

Hemet Ryan Airport  
Lease Agreement

*Following this page*

Exhibit F – Storm Water Pollution Prevention Plan

**Airport California Monitoring Group**

# **Stormwater Pollution Prevention Plan**

## **Hemet Ryan Airport**

36980 Walden Weaver Rd.  
Hemet CA 92543

**WDID Number: 833I006135**

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 #1 added Outfall #2 with GPS coordinates	V. Powszok
1/1/17	Section 4.0	Updated as per ACMG recommendations	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
10/11/18	LRP	Tim Miller removed; Liliana Valle added	V. Powszok
10/11/18	Section 1.0	Change telephone number for LRP	V. Powszok
10/11/18	Section 1.0	Change title for DAR	V. Powszok
10/11/18	Section 2.0	Change telephone number for LRP	V. Powszok
10/11/18	Section 2.0	Change title for DAR	V. Powszok
10/11/18	Section 2.0	Added Charles Scott as sampler	V. Powszok
10/11/18	Section 3.2	Removed Outfall #1 and added Sampling Location #1	V. Powszok
10/11/18	Section 4.0	Added more detailed explanations to Narrative Assessment of Potential Pollutant Sources	V. Powszok
10/11/18	Section 4.1	Updated typical fuel storage quantities for Fuel tank and Trucks	V. Powszok

<b>Revision Date</b>	<b>Section Revised</b>	<b>Purpose of Revision</b>	<b>Revised By</b>
10/11/18	Section 8.3	Added copies of MVO and SEVO forms	V. Powszok
10/11/18	Section 9.0	Added ACFCE Form	V. Powszok
10/11/18	Section 10.0	Updated LRP name and title	V. Powszok
10/11/18	Appendix A	Updated maps	V. Powszok
10/11/18	Appendix B	Updated COC form	V. Powszok
10/11/18	Appendix D	Added Appendix for MVO and SEVO forms	V. Powszok
11/27/19	Section 8.05	Added Sampling Frequency Reduction language into SWPPP document	V. Powszok
11/27/19	Appendix E	Added Sampling Frequency Reduction Certification Table	V. Powszok
7/15/20	Section 4.7	Updated Section 303(d) - Listed Waters/ Pollutants adding subsections 4.7.1 and 4.7.2 relating to TMDL requirements	V. Powszok
4/8/21	LRP	Liliana Valle removed; Angela Jamison added	V. Powszok
4/8/21	Section 2.0	Liliana Valle removed; Angela Jamison added	V. Powszok
4/8/21	Section 10.0	Liliana Valle removed; Angela Jamison added	V. Powszok
4/8/21	Appendix C	Updated all BMP's	V. Powszok
2/1/22	Section 1.0	Updated DAR title (Vicki Powszok)	V. Powszok
2/1/22	Section 2.0	Updated SWPP Team title (Vicki Powszok)	V. Powszok
2/1/22	Section 4.0	Replace BMP info per recommendations	V. Powszok
2/1/22	Section 5.6	Added ACMG to training providers, and updated responsible party to DAR	V. Powszok
9/27/22	Section 2.0	Changed Daniel Vasquez's Responsibilities/Duties & title	V. Powszok
9/27/22	Section 2.0	Changed Edgar Ocampo's Responsibilities/Duties	V. Powszok
9/27/22	Section 2.0	Added Jessica Matie as assisting DAR, data entry, annual reports	V. Powszok
9/27/22	Section 2.0	Added Brian Howell as additional sampling personnel	V. Powszok
9/27/22	Section 4.0	Under Aircraft Washing, made note water goes through an oil/water separator then to sewer.	V. Powszok
9/27/22	Section 4.2	Added types of materials used for maintenance for Hemet-Ryan Aviation	V. Powszok

9/27/22	Section 4.2	Added types of materials used for maintenance for Sheriff's Aviation	V. Powszok
9/27/22	Section 7.0	Added wash water to oil/water separator then to sanitary	V. Powszok
10/16/23	Section 2.0	Jessica Matie removed; Jose Ruiz added	V. Powszok/J. Ruiz
10/16/23	Section 2.0	Vicki Powszok removed	V. Powszok/J. Ruiz
10/16/23	Section 5.4	Added verbiage to "Cover industrial waste disposal and industrial material storage containers"	V. Powszok/J. Ruiz
11/7/23	Section 4.7	Added a statement regarding the absence of deicing requirement because the airport does not have deicing chemicals onsite	V/ Powszok/J. Ruic
1/22/24	Section 4.7	Added a follow up statement regarding the absence of use of deicing chemicals onsite	S Hoffman
10/2/24	Section 1.0	Updated the Organization and Contact Number for Compliance Group Leader Jeffrey Longsworth	J. Ruiz
10/15/24	Section 2.0	Charles Scott removed	J. Ruiz
10/21/25	Section 1.0	County Airport Manager changed to Director of Airports under Angela Jamison's title	J. Ruiz
10/21/25	Section 2.0	Brian Howell removed	J. Ruiz
10/21/25	Section 2.0	County Airport Manager changed to Director of Airports under Angela Jamison's title	J. Ruiz
10/21/25	Section 2.0	Added Michael Williams to assist with sample collection	J. Ruiz
10/21/25	Section 2.0	Added Victor Murillo to assist with sample collection	J. Ruiz
11/10/25	Section 1.0	Supervising Development Specialist changed to TLMA Regional Office Manager under Jose Ruiz's title	J. Ruiz
11/10/25	Section 4.2	Added self-serve fuel dispensing under Process Description for Jet Center South	J. Ruiz
11/19/25	Section 4.1	Updated the table to list all of the industrial materials that Hemet Ryan Aviation stores	J. Ruiz
11/19/25	Section 5.1	Updated BMP Table 5.1 to provide further detail of how maintenance materials are stored	J. Ruiz
11/19/25	Section 5.4	Updated BMP Table 5.4 to provide further detail of how covered materials are stored.	J. Ruiz
11/19/25	Section 7.0	Added the Waste Oil Storage Area to the BMP Summary Table.	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

<b>WDID #</b>	833I006135
<b>Address</b>	36980 Walden Weaver Rd. Hemet, CA 92543
<b>Latitude/longitude (needed for SMARTS)</b>	33° 43' 45" N 117° 1' 22" W
<b>SIC Code</b>	4581
<b>Description of Airport-Related Industrial Activity</b> [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	<b>Airport Operations Area (AOA):</b>  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.
<b>Hours of Operation<sup>1</sup></b>	Mon. thru Fri. 8am to 5pm
<b>Description of neighboring operations/ properties</b>	<b>North</b> - Residential <b>South</b> - Open <b>East</b> - Light Industrial <b>West</b> - Open
<b>Compliance Group Member</b>	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	TLMA Regional Office Manager	951-203-7456

<sup>1</sup> 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**

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

**Qualified Industrial Stormwater Practitioner (if necessary and applicable)**

<b>Name</b>	<b>Title</b>	<b>Contact Number</b>

**2.0 STORMWATER POLLUTION PREVENTION TEAM**

<b>Name</b>	<b>Title</b>	<b>Contact Number</b>	<b>Responsibilities/Duties</b>
Angela Jamison	Director of Airports	951-529-8195	LRP, oversees compliance
Daniel Vasquez	Ops and Maintenance Supervisor	951-212-0496	Sample collection, inspections, all observations
Jose Ruiz	TLMA Regional Office Manager	951-203-7456	DAR, data entry, annual reports
Michael Williams	Maintenance Worker II	951-206-8876	Assists with sample collection
Victor Murillo	Maintenance Worker II	951-990-3465	Assists with sample collection
Edgar Ocampo	Ops and Maintenance Supervisor	951-538-5164	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

#### General Drainage Discussion

Airport Drainage with stormwater guided from industrial activity areas via ribbon gutters to the north to swales running west to retention/settling area. Stormwater rarely leaves airport property.

#### 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 (Attached in Appendix). 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.

<b>Discharge Point ID</b>	<b>Description of Industrial Operations in Each Drainage Area and Sampling Location (include lat/long for each discharge point)</b>	<b>Designated for Sample Collection/ Analysis (Y/N)<sup>1</sup></b>
Sampling Location #1	33° 43' 54.45" N 117° 01' 10.07" W Run-off from all industrial activity occurring at the airport consists of aircraft maintenance, aircraft fueling, aircraft washing and fuel storage.	Y

#### **Narrative Sample Reduction Justifications per Sections 3.2:**

The sample is collected upstream of Outfall #1. A sample collected at Outfall #1 would be impacted by extensive runoff and runoff from non-industrial areas. Therefore the sample collection location has been moved "upstream" to a location at the north east edge of the industrial area to Sampling Location #1. Runoff from all industrial activity occurring at the airport is represented in a sample collected at Sampling Location #1. A sample will only be collected at Sampling Location #1 if there is a discharge from the airport at the Outfall #1.

## 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
- Aircraft/Vehicle washing
- 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 of the Airport. These areas are noted on the Site Map A-2, indicated by numbers 2 and 6a. 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 Site Map A-2 and are numbered 2, 3, 4, 6a and 7.

**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 4,000 gallons. The total quantity aviation fuel carried by fuel trucks at the Airport is as follows: Jet Fuel: 5,000 gallons; Avgas: 1,000 gallons.

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

#### **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 a numbers 6 and 7.

**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. **Control vehicle/aircraft washing.** (Washing of vehicles or aircraft is to be done on wash racks only or wash/rinse water goes through an oil separator and then into the sanitary sewer system. Do not let wash/rinse water enter airport storm drain system)
- E. **Cover stored industrial materials to prevent contact with stormwater.**
- F. **Replace sandbags at sample location and remove sediment at swale.**
- G. **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**

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

**BMP #6 – EMPLOYEE TRAINING PROGRAM**

- A. **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.

**AIRCRAFT WASHING**

Aircraft washing operations are performed at designated wash racks. The Airport currently has one (1) designated wash rack location. This location is noted on the Site Map A-2 as number 5.

**Aircraft washing materials or soap type:** Detergent

**Materials/Soap Characteristics:** While detergents may vary, typically they are biodegradable aqueous solutions.

**Quantity:** Detergents are used in small quantities, normally four ounces or less per wash.

**Aircraft wash water containment and BMPs:** 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:

- o Parts and engine cleaning operations occur predominantly indoors.
- o Any indoor washing areas are maintained so that wash wastes cannot be leaked or tracked outdoors.

- Solvents/degreasers and other cleaning chemicals that are stored indoors are kept away from hangar entrance and exit; solvents/degreasers and other cleaning chemicals that are stored outside are stored undercover and elevated on containment pallets.
- Spill response materials (dry absorbents, pads, brooms, personal protective wear) are available during cleaning operations.
- FBOs are responsible for inspecting cleaning operations for maintenance of BMPs and proper employee training as needed.
- Wash rack areas are signed with proper use instructions.
- Wash racks are inspected on a quarterly basis by Airport Operations & Maintenance Supervisor to verify proper use and system maintenance.
- FBO wash rack is a part of their leasehold and they are responsible to maintain it.
- Wash rack drains (oil water separators) are cleaned and maintained to prevent overflow of waste wash water to Airport surfaces.
- The wash rack is a concrete pad which is sloped to the center drain point.

**Aircraft wash water disposal method:** The disposal method for the water is located adjacent to number 5 on Site Map A-2 and it goes through a oil/water separator pump, then into the sewer.

**Observations/Inspections:** To verify proper use and system functionality, quarterly observations and inspections are done of wash racks. If necessary, maintenance will be done to ensure the wash racks remain in proper working order.

**Potential pollutant source and pollutants:** The potential pollutant source is aircraft washing. The potential pollutant associated with aircraft washing is waste wash water which may contain detergents, solids, oil and grease, fuel and sediment

#### 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)
Hemet Ryan Aviation	Av-Gas and Jet A	Area 2 on Site Map A-2	2-12,000 gallon tanks	Same as storage	Same as storage	Same as storage
Hemet Ryan Aviation Fuel Trucks	Av-Gas and Jet A	Mobile over entire Industrial Activity Area of Site Map A-1	1 - 4,000 gallon truck and 1 - 1,000 gallon Truck	Entire Industrial Activity Area	Entire Industrial Activity Area	Entire Industrial Activity Area
Hemet Ryan Aviation	Fuel Additives	Area 6 on Site Map A-2	2 quarts	Same as storage	Same as storage	Same as storage
Hemet Ryan Aviation	Oil/ lubricants	Area 6 on Site Map A-2	Under 15 gallons	Same as storage	Same as storage	Same as storage
Hemet Ryan Aviation	Waste Oils	Area 6 on Site Map A-2	Under 300 gallons	Same as storage	Same as storage	Same as storage
Hemet Ryan Aviation	Hydraulic Fluids	Area 6 on Site Map A-2	2 gallons	Same as storage	Same as storage	Same as storage
Hemet Ryan Aviation	Batteries	Area 6 on Site Map A-2	Up to 4 batteries	Same as storage	Same as storage	Same as storage
Hemet Ryan Aviation	Detergents	Area 6 on Site Map A-2	Up to 5 gallons	Same as storage	Same as storage	Same as storage
Hemet Ryan Aviation	Degreasers	Area 6 on Site Map A-2	Up to 2 gallons	Same as storage	Same as storage	Same as storage
Cal-Fire Auto Fuel Site	Automotive Gas and Diesel	Area 1b on Site Map A-2	2 - 500 gallon tanks	Same as storage	Same as storage	Same as storage
Cal-Fire Phoschek	Phoschek Fire Retardant	Area 1a on Site Map A-2	4 - 12,000 Gallons Tanks 1 - 10,000 Mixing Tank 1 - 10,000 Water Tank	Same as storage	Same as storage	Same as storage

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)
Sheriff Aviation Fuel Farm	Jet-A	Area 4 on Site Map A-2	1 - 12,000 gallons tank	Same as storage	Same as storage	Same as storage
Used oil collection site	Used Motor oils	Area 3 on Site Map A-2	300 gallons	Same as storage	Same as storage	Same as storage

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

Aircraft and pavement deicing operations are not allowed at the Airport; therefore neither 40 CFR Part 449 deicing effluent limitations nor additional deicing related monitoring parameters are required.

#### 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:

<b>Process Description:</b>	Hemet Ryan Fuel Farm Storage and dispensing of self-serve aviation fuel
<b>Areas Where Activity is Conducted are Designated on Site Map (Appendix A)</b>	Area 2 on Site Map A-2
<b>Responsible Party(ies): Airport N Specific Tenant(s): Hemet-Ryan Aviation</b>	Hemet Ryan Aviation
<b>Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:</b>	Aviation Fuel ( Av-Gas and Jet A )
<b>Describe Containment Structures and Capacity, if applicable.</b>	2 - 12,000 gallon fuel tanks with secondary containment and concrete retention basin

<b>Process Description:</b>	Hemet Ryan Fuel Trucks Dispensing of aviation fuel
<b>Areas Where Activity is Conducted are Designated on Site Map (Appendix A)</b>	Mobile fuel trucks refuel aircraft over entire activity area as described on Site Map A-1
<b>Responsible Party(ies): Airport N Specific Tenant(s): Hemet-Ryan Aviation</b>	Hemet Ryan Aviation
<b>Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:</b>	2 trucks - 1 containing 4,000 gallons Jet A fuel; 1 containing 1,000 gallons 100LL fuel
<b>Describe Containment Structures and Capacity, if applicable.</b>	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:

<b>Process Description:</b>	Hemet Ryan Aircraft Maintenance
<b>Areas Where Activity is Conducted are Designated on Site Map (Appendix A)</b>	Area 6 on Site Map A-2
<b>Responsible Party(ies): Airport N Specific Tenant(s): Hemet-Ryan Aviation</b>	Hemet Ryan Aviation
<b>Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:</b>	Small amounts of aviation fuel and oil
<b>Describe Containment Structures and Capacity, if applicable.</b>	Primarily work done indoors to minimize pollutants from stormwater contact

<b>Process Description:</b>	Sheriff Aviation Fuel Tank
<b>Areas Where Activity is Conducted are Designated on Site Map Appendix A</b>	Area 4 on Site Map A-2
<b>Responsible Party(ies): Airport N Specific Tenant(s): Riverside County- Sheriff Aviation</b>	Sheriff Aviation
<b>Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:</b>	12,000 gallons of Jet A fuel
<b>Describe Containment Structures and Capacity, if applicable.</b>	Above ground tank 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:

<b>Process Description:</b>	Sheriff Aviation Aircraft Maintenance
<b>Areas Where Activity is Conducted are Designated on Site Map (Appendix A)</b>	Area 7 on Site Map A-2
<b>Responsible Party(ies): Airport N Specific Tenant(s): Riverside County- Sheriff Aviation</b>	Sheriff Aviation
<b>Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:</b>	Small amounts of aviation fuel and oil
<b>Describe Containment Structures and Capacity, if applicable.</b>	Work done indoors to minimize pollutants from stormwater contact

<b>Process Description:</b>	Cal Fire Auto Fuel Site
<b>Areas Where Activity is Conducted are Designated on Site Map (Appendix A)</b>	Area 1b on Site Map A-2
<b>Responsible Party(ies): Airport N Specific Tenant(s): Cal-Fire</b>	Cal Fire
<b>Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:</b>	Automotive fuel to refuel emergency vehicles  2 tanks containing 500 gallons each
<b>Describe Containment Structures and Capacity, if applicable.</b>	Above ground fuel tanks with concrete 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:

<b>Process Description:</b>	Cal-Fire Phoschek Fire Retardant
<b>Areas Where Activity is Conducted are Designated on Site Map (Appendix A)</b>	Area 1a on Site Map A-2
<b>Responsible Party(ies): Airport N Specific Tenant(s): Cal-Fire</b>	Cal-Fire
<b>Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:</b>	Fire Retardant
<b>Describe Containment Structures and Capacity, if applicable.</b>	Concrete area of Cal-Fire ramp with secondary containment. This is a closed system that collects all runoff from Phoschek area and material storage area. All water is contained and then removed from site. Does not enter storm drain system.

<b>Process Description:</b>	Aircraft Wash Racks
<b>Areas Where Activity is Conducted are Designated on Site Map (Appendix A)</b>	Area 5 and 6a on Site Map A-2
<b>Responsible Party(ies): Airport N Specific Tenant(s): Tenants</b>	Tenants or users
<b>Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:</b>	N/A
<b>Describe Containment Structures and Capacity, if applicable.</b>	Concrete wash rack with drainage first through an oil/water separator and then into sanitary sewer for airport tenants to wash aircraft

#### 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:

<b>Process Description:</b>	Waste oil collection
<b>Areas Where Activity is Conducted are Designated on Site Map (Appendix A)</b>	Area 3 on Site Map A-2
<b>Responsible Party(ies): Airport Y Specific Tenant(s): County of Riverside</b>	County of Riverside
<b>Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:</b>	300 gallon tank for collection of used aircraft oils
<b>Describe Containment Structures and Capacity, if applicable.</b>	Above ground tank with secondary containment under a metal roof

### 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).

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

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

### 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.

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

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

#### 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: X

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.

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

2.

<b>Description of Non-Stormwater Discharge and Source:</b>	N/A
<b>Frequency of Discharge:</b>	
<b>Approximate Quantity per Discharge:</b>	
<b>Associated Stormwater Discharge Location(s):</b>	
<b>Authorized by the General Permit?</b>	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

##### 4.7.1 303(d) Impairments

Hemet Ryan Airport coordinated with Group Leaders regarding 303(d) monitoring parameters to identify any direct links between the airport's industrial activities and 303(d) listed impairments as required by IGP Section X.G.2.a.ix. (as well as the Permit's Fact Sheet, and subsequent guidance provided by the SWRCB).

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. Based on the airport's analysis of industrial activities, related pollutants of concern, and the Permit's requirements regarding 303(d) listed waters (and related guidance from the SWRCB), this airport will monitor for the parameters set forth in Section XI.B.6., and any additional 303(d) listed pollutants in the following table:

Pollutants
N/A. Based on pollutant assessment and lack of potential pollutant exposure no additional 303(d) pollutants were added to the monitoring requirements for the airport.
Aircraft and pavement deicing operations are not allowed at the Airport; therefore neither 40 CFR Part 449 deicing effluent limitations nor additional deicing related monitoring parameters are required.

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 A.

##### 4.7.2 2018 IGP Amendment and TMDL Review

Attachment E of the IGP, as amended by Order 2015-0122-DWQ and Board Adopted amendments on November 6, 2018 (effective July 1, 2020), identifies possible additional TMDL requirements associated with industrial stormwater discharges.

The amendment requires the airport to evaluate its receiving water/watershed to identify if the IGP Amendment incorporates TMDL-specific requirements overlap with pollutants from the airport's industrial activities. In sum, the airport must be located within an applicable TMDL watershed and its industrial activities must generate pollutants listed in the applicable TMDL causing related watershed impairments. The following table identifies whether the airport is within a TMDL watershed (or discharges to a TMDL waterbody identified in Attachment E) and whether the airport is a source of pollutants regulated by the TMDL.

Impaired Waterbody / Watershed	Associated TMDL	TMDL-Based Parameters	TNAL/ NEL	Compliance Due Date (if applicable)	Overlap of Airport Industrial Pollutants and TMDL Parameters
None	None	None	None	N/A	None

Pursuant to new Attachment E of the IGP, the airport is not required to add or modify its Monitoring Implementation Plan (see Section 8.0 of the SWPPP) related to any TMDL amendments.

Additionally, pursuant to the IGP excerpt Section XI.B.11 Table 1 (footnote page 42), Hemet-Ryan Airport is not required to sample for NH<sub>3</sub>, COD and BOD due to lack of deicing.

- ***Only airports (SIC 4512-4581) where a single Discharger, or a combination of permitted facilities use more than 100,000 gallons of glycol-based deicing chemicals and/or 100 tons or more of urea on an average annual basis, are required to monitor these parameters for those outfalls that collect runoff from areas where deicing activities occur.***

## **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 areas	As needed	As needed	All Industrial activity operation personnel	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 areas	Absorbent material and other as needed equipment	As needed during operations	Industrial Activity operation personnel	N/A
Minimize dust generated	Refueling operations and storage is conducted on concrete or asphalt to minimize dust generated	All Industrial activity 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.	Mid-field, East of Café	Concrete Ramp Area	As needed	Industrial Activity operation personnel	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	<p>Most Materials are stored inside buildings</p> <p>Industrial materials stored outside are covered and elevated</p> <p>Aviation Fuel is stored in above ground tanks or mobile fuel trucks</p>	Industrial activity areas	<p>Secondary containment, overhead coverage (tarps, roof, containers, sheds)</p> <p>Above ground Tanks or fuel trucks</p>	Always	Industrial Activity operator	N/A
Prevent disposal of rinse/wash waters	Wash racks are provided to airport tenants for proper disposal of wash waters	Mid-field, East of Cafe	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 personnel for proper use of equipment and good	Industrial activity areas	N/A	Annually or upon new hire	Industrial Activity Operator	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
	housekeeping practices					

## 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
Observe the oil/water separator for leaks	Wash racks	Wash racks having oil separator are maintained by Industrial User and County	As needed	As needed	Industrial Activity Operator/County Maintenance Supv.	N/A
Identify equipment and systems that may leak	Fuel Tanks, Fuel Trucks	All Industrial activity areas	As needed	As needed	Industrial Activity Operator	N/A
Observe the equipment and systems to detect leaks	Employees trained to observe equipment as used	Industrial activity operation areas	As needed	As needed	Industrial Activity Operator	N/A
Establish a schedule for maintenance	Maintenance and repair to be performed as needed	Industrial activity operations area	As needed	As needed	Industrial Activity Operator	N/A
Establish procedures for maintenance and repair	Employees trained for proper repair procedures	Area of operations	As needed	As needed	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	Operations 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 assess and respond to spill as required	Operations areas	As needed	Operation hours	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	Operations areas	Absorbent material and as needed equipment including spill pads & booms	During hours of operation	Industrial activity operator	N/A
Identify and describe needed spill and leak response equipment	Employees asses the spill and needed equipment to clean up	Operations areas	Absorbent materials and other as needed equipment including spill pads & booms	During operations	Industrial activity operators	N/A
Train appropriate spill prevention and response personnel	Industrial activity operator	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	Area of operations	Containment tanks	always	Industrial activity operator	N/A
Cover industrial waste disposal and industrial material storage containers	Most Materials are stored inside buildings  Industrial materials stored outside are covered and elevated  Aviation Fuel is stored in above ground tanks or mobile fuel trucks	Areas of operations	Secondary containment, overhead coverage (tarps, roof, containers, sheds)  Above ground Tanks or fuel trucks	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

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
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	<i>Industrial activities at this airport are performed on either concrete or asphalt and not impacted by wind erosion</i>	<i>Industrial activity area</i>	N/A	N/A	N/A	N/A
Provide effective stabilization for inactive areas, finished slopes, and other areas prior to a forecasted storm event.	N/A					
Maintain effective perimeter controls and stabilize site entrances	N/A					
Divert run-on and stormwater generated from within the facility away from erodible materials	N/A					
Properly design sediment basins	All industrial activity area stormwater runoff collects in a collection/settling area.	Retention basin shown on map #3	N/A	N/A	N/A	N/A

## 5.6 Employee Training Program

Employee Training Minimum BMPs	Site Specific BMP Description	Person(s) Responsible	Actions performed in lieu of BMP
Identify which personnel need to be trained	<ul style="list-style-type: none"> <li>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.</li> </ul>	DAR	N/A
Train stormwater team members	<ul style="list-style-type: none"> <li>Stormwater team members are trained in above training program</li> <li>Fuel providers trained per FAA Standards</li> </ul>	DAR	N/A
Prepare or acquire training manuals	<ul style="list-style-type: none"> <li>Industrial Users are required to provide materials for staff on how to use, store and maintain materials.</li> </ul>		
Provide a training schedule	<ul style="list-style-type: none"> <li>Stormwater program training is provided at least annually by Airport California Monitoring Group (ACMG) and training records kept on site</li> </ul>	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 kept with 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
<b>Exposure Minimization BMPs</b>				
<b>Stormwater Containment and Discharge Reduction BMPs</b>				
Retention basin	West end of airport as shown on Site Map A-1	All airport stormwater	During outfall inspections	Airport Director
<b>Treatment Control BMPs</b>				
<b>Other Advanced BMPs</b>				

**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	As needed
Aircraft Maintenance Operations	Small fuel/oil spills	Good Housekeeping, Absorbent Materials, Employee Training, Work done indoors	As Needed
Aircraft fueling operations (mobile fuel trucks)	Aviation Fuels	Good Housekeeping, Visual inspections, preventative maintenance, Absorbent materials, Employee training	As needed
Aircraft wash rack	Small fuel/oil spills	Good Housekeeping, Absorbent Materials, Employee Training. Wash water discharges to an oil/water separator then to sanitary.	
Used oil collection site	Small oil spills	Good Housekeeping, Visual inspections, preventative maintenance, Absorbent materials, Employee training	As needed

## 8.0 MONITORING IMPLEMENTATION PLAN (MIP)

### 8.05 Sampling Frequency Reduction

Hemet-Ryan Airport is eligible for the IGP Section XI.C.7 sampling frequency reduction. The airport participates in the ACMG and is now required to collect only ONE sample between July 1 and June 30 of each permit year. If sampling results outside the permit NALs occur in the future the airport will return to collecting two samples per permit year. The airport has filed a Sampling Frequency Reduction Certification in SMARTS under the "Attachments" option that explains the basis for the sampling reduction per guidance provided by the SWRCB.

### 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.

<b>Representative Discharge Locations Selected for Reduction</b>	<b>Justification for Representative Sampling Reductions</b>	<b>Representative Discharge Location Selected for Sampling</b>
N/A		

#### 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
N/A		

### 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:

12/1/25

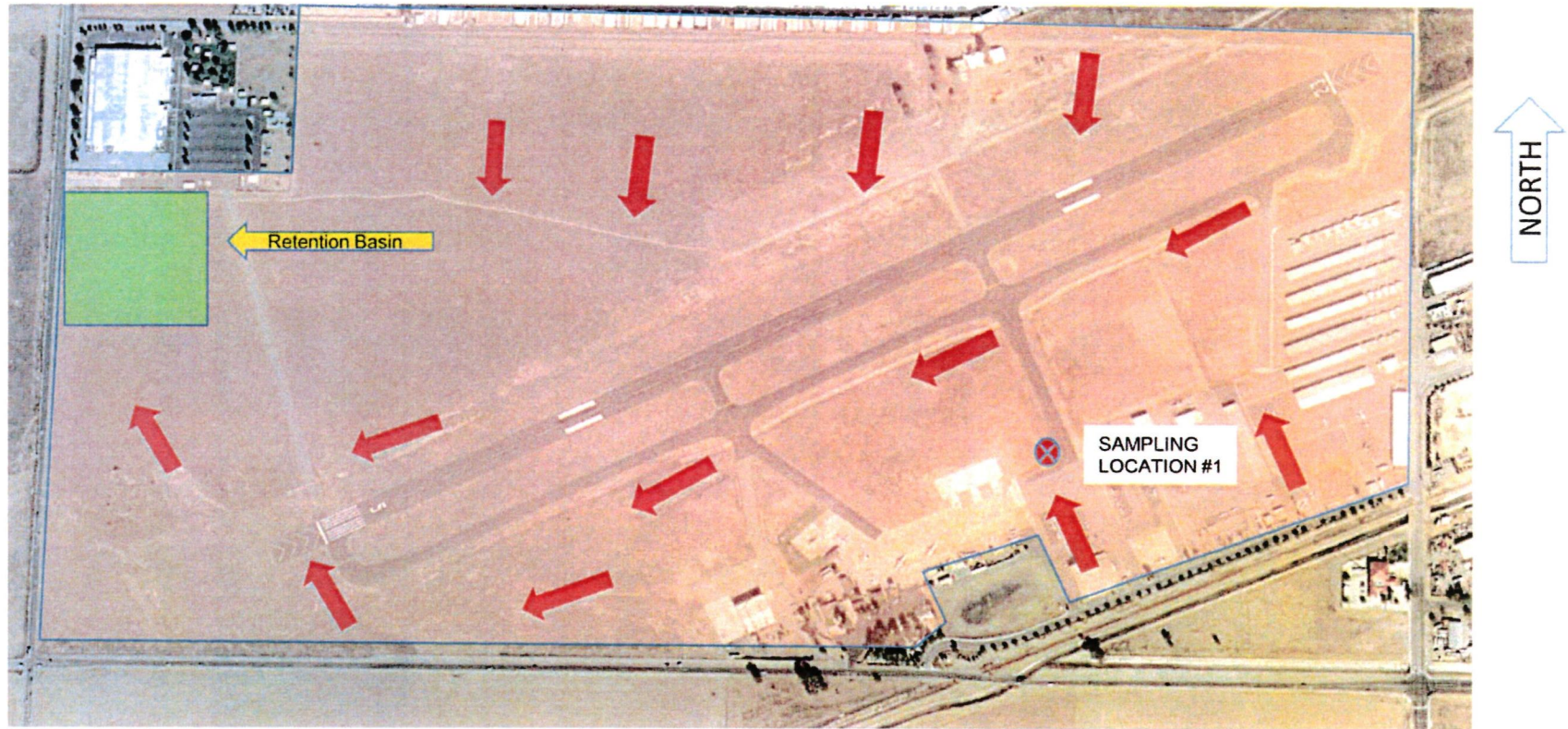
Printed Name: Angela Jamison

Title: Riverside County 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 MAP A-1 and A-2

HEMET-RYAN AIRPORT  
Page 1 of 2

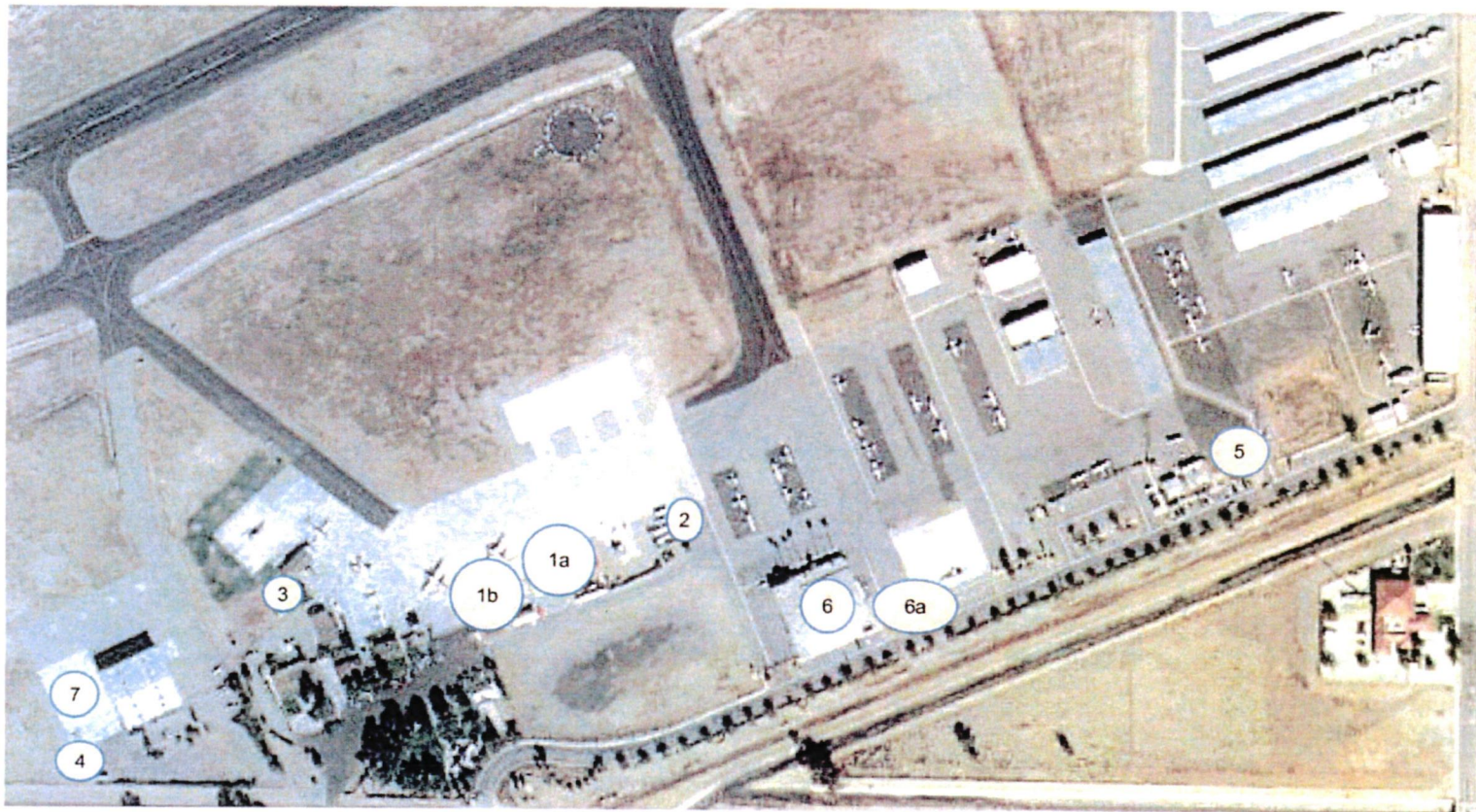


SITE MAP A-1

HEMET-RYAN AIRPORT  
Page 2 of 2

Key:

- 1a: Cal-Fire Phoschek Fire Retardant
- 1b: Cal-Fire Auto Fuel Site
- 2: Hemet-Ryan Fuel Farm
- 3: Waste Oil Collection
- 4: Sheriff Aviation Fuel Tank
- 5: Wash Rack
- 6: Hemet-Ryan Aircraft Maintenance
- 6a: Hemet-Ryan Aviation Fuel Trucks
- 7: Sheriff Aviation Aircraft Maintenance



SITE MAP A-2

APPENDIX B  
CHAIN OF CUSTODY FORM

## Chain of Custody Record

<b>Client Information</b>		Sampler:		Lab PM:		Carrier Tracking No(s):		COC No:							
Client Contact: ACMG / S Y Hoffman		Phone:		Elaine Phillips				Page: Page 1 of 1							
Company: Hemet Ryan Airport		Due Date Requested: NA		<b>Analysis Requested</b>						Job #:					
Address:		TAT Requested (days): NA													
City:															
State, Zip:															
Phone:		PO #: Purchase Order not required													
Email: ecoptions@aol.com		WO #: NA		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		<b>Preservation Codes:</b> 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)	
Project Name: Airports - Stormwater		Project #:													
Site: Hemet Ryan Airport 2425		SSOW#: NA		Other:											
<b>Sample Identification</b>		<b>Sample Date</b>	<b>Sample Time</b>	<b>Sample Type</b> (C=Comp, G=grab)	<b>MATRIX</b> (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:											
Sampling Location 1 - Glass 1 liter - with Hydrochloric Acid				G	W	X	X	A	N						
Sampling Location 1- Liter Poly - unpreserved				G	W		X								
<b>Possible Hazard Identification</b>															
Non-Hazard    Flammable    Skin Irritant    Poison B    Unknown    Radiological															
Deliverable Requested: I, II, III, IV, Other (specify) 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

Best Management Practices (BMPs) for fueling only tenants

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 \_\_\_\_\_

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: <b>Authorized NSWD?</b> 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: <b>Authorized NSWD?</b> Yes No If "yes," is NSWD listed in SWPPP? Yes No If "no," eliminate unauthorized NSWD	Source of NSWD:	Discharge Water Quality Clear Sheen Other (Describe)  Corrective Action*
------------------	---	-----------------	---

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

**Airport California Monitoring Group**

**SEVO – SAMPLING EVENT VISUAL OBSERVATION**

Airport: \_\_\_\_\_  
 Inspector's Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

**I. STORM EVENT INFORMATION:**

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

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

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

**ACMG ANNUAL EVALUATION FORM 2024-2025**

AIRPORT NAME: _____	INSPECTOR NAME: _____
TIME : _____ <input type="checkbox"/> AM / <input type="checkbox"/> PM    DATE: _____	

**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)
  
  - 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:
  
  - b. Was the revised SWPPP uploaded to SMARTS?  Yes  No.
  - c. If the answer to b. is "no," will the revised SWPPP be uploaded to SMARTS in the next 10 business days?  Yes  No.  
 If no, explain:
  
4. If the airport does not collect samples at the actual outfall location and samples are collected "upstream" or any other location within the drainage area, does the SWPPP contain the required explanation for Alternative Discharge Locations in Section 3.2?  Yes  No  N /A .  
 If no, when will an updated SWPPP will be uploaded to SMARTS with a revised Section 3.2 (date): \_\_\_\_\_
  
5. If the airport does not collect samples at all of the airport's industrial outfalls and the airport is sampling at a reduced number of locations, does the SWPPP contain the required explanation for the Representative Sampling Reduction in Section 3.2?  Yes  No  N /A .  
 If no, when will an updated SWPPP will be uploaded to SMARTS with a revised Section 3.2 (date): \_\_\_\_\_

FORM D-3

**ACMG ANNUAL EVALUATION FORM 2024-2025**

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

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

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

ACMG ANNUAL EVALUATION FORM 2024-2025

SECTION III. VERIFICATION

1. Inspect non-industrial areas of the airport to verify that the condition of no exposure in those areas has been maintained. Based on that inspection, have all areas of no exposure at the airport remained free from industrial activity?  Yes  No

2. List any exceptions observed or areas of industrial activity that are not included in the SWPPP:

3. Based on the site inspection results, are SWPPP revisions or additional BMPs necessary?  Yes  No

If "Yes" briefly list SWPPP BMP changes required and BMP implementation schedule below. (Revisions to the SWPPP must be implemented within 90 days and revised SWPPP uploaded to SMARTS.)

APPENDIX E  
SAMPLING FREQUENCY REDUCTION CERTIFICATION

## Sampling Frequency Reduction Certification

### Hemet Ryan Airport

According to the California General Industrial Permit (General Permit), Section XI.7a – g, Hemet Ryan Airport is eligible for a reduction in sampling frequency. As a discharger participating in a compliance group, the Airport California Monitoring Group (ACMG), the number of QSEs sampled per year will be reduced from two to one sample between July 1 and June 30 of the permit year. The following sampling reduction permit requirements have been met at the airport:

- i) The results from 4 consecutive QSE's did not exceed any NALs as defined by the General Permit. (Data below)

Sample Name	Specific Method	Analyte	Result	Units	Limit	Reports To	NAL Annual	NAL Instantaneous	Sampled
Sampling Location 1	2540D	Total Suspended Solids	1.1	mg/L	0.53	MDL	100 mg/l	400 mg/l	12/22/2016 12:40
Sampling Location 1	1664A	HEM (Oil & Grease)	<1.3	mg/L	1.3	MDL	15 mg/l	25 mg/l	12/22/2016 12:40
Sampling Location 1	Field Analysis	Field pH	6	SU	N/A	N/A	N/A	6 - 9	12/22/2016 12:40
Sampling Location 1	2540D	Total Suspended Solids	14	mg/L	1.3	MDL	100 mg/l	400 mg/l	1/9/2018 7:25
Sampling Location 1	1664A	HEM (Oil & Grease)	<1.4	mg/L	1.4	MDL	15 mg/l	25 mg/l	1/9/2018 7:25
Sampling Location 1	Field Analysis	Field pH	6	SU	N/A	N/A	N/A	6 - 9	1/9/2018 7:25
Sampling Location 1	2540D	Total Suspended Solids	49	mg/L	1.3	MDL	100 mg/l	400 mg/l	11/29/2018 10:51
Sampling Location 1	1664A	HEM (Oil & Grease)	<1.5	mg/L	1.5	MDL	15 mg/l	25 mg/l	11/29/2018 10:51
Sampling Location 1	Field Analysis	Field pH	6	SU	N/A	N/A	N/A	6 - 9	11/29/2018 10:51
Sampling Location 1	2540D	Total Suspended Solids	9.8	mg/L	0.53	MDL	100 mg/l	400 mg/l	2/14/2019 9:30
Sampling Location 1	1664A	HEM (Oil & Grease)	<1.4	mg/L	1.4	MDL	15 mg/l	25 mg/l	2/14/2019 9:30
Sampling Location 1	Field Analysis	Field pH	6	SU	N/A	N/A	N/A	6 - 9	2/14/2019 9:30

- ii) The airport is in full compliance with the requirements of the permit and has updated, certified and submitted via SMARTS all documents, data and reports required by the General Permit during the time period that the samples were collected. (Verified by permit status in SMARTS)

The sampling locations for the airport are described in the Hemet Ryan Airport SWPPP Sections 3.1 and 3.2. The sampling locations are also designated on the airport site map. In addition, BMPs implemented

by the Airport are described in SWPPP Sections 4.2, and 5.1 – 7.0. Both the airport SWPPP and the airport site map are available in SMARTS.

The submittal of this Sample Frequency Reduction through the Change of Information process in SMARTS and upload to the Airport's SMARTS Attachment page meets the certification requirement identified in Section XI.7.c of the General Permit. If at any time the above requirements are not met the airport will return to the full sampling requirements of two samples collected within the permit year.

### Document Root (Read-Only)

**Selected Document**

**2026030465 - NOE - Approval of the Hemet-Ryan Airport Ground Lease Agreement between the County of Riverside, as Lessor, and French Valley Flyers LLC, a California limited liability**

Riverside County  
 Created - 3/11/2026 | Submitted - 3/11/2026 | Posted - 3/11/2026 | Received - 3/11/2026 | Published - 3/11/2026  
 Whitney N Mayo

**Document Details**

**Public Agency**  
 Riverside County

**Document Type**  
 Notice of Exemption

**Document Status**  
 Published

**Title**  
 Approval of the Hemet-Ryan Airport Ground Lease Agreement between the County of Riverside, as Lessor, and French Valley Flyers LLC, a California limited liability

**Document Description**

The County of Riverside ("County") is the fee owner of certain real property identified as Assessor's Parcel Number 456-020-004, commonly known as a portion of the Hemet-Ryan Airport. French Valley Flyers, LLC, a California limited liability company ("French Valley Flyers" or "Lessee"), submitted a request to the County's Transportation and Land Management Agency, Aviation Division ("Aviation"), to lease a designated aeronautical portion of the Hemet-Ryan Airport for aviation-related purposes. The proposed lease area consists of approximately 0.51 acre of land, together with six (6) aircraft tie-down spaces identified as HMTD-D02 through HMTD-D07 (collectively, the "Leased Premises"). The Leased Premises will be utilized for the development and operation of a flight instruction school, consistent with permitted aeronautical uses at the Airport. Aviation negotiated the Hemet-Ryan Airport Ground Lease Agreement ("Lease Agreement") with French Valley Flyers. The Lease Agreement will have an initial term of ten (10) years and shall commence upon the execution of a lease confirmation form by the parties. The lease includes a provision authorizing French Valley Flyers to develop the previously disturbed 0.51-acre parcel at its sole cost and expense. All proposed improvements shall be constructed in a single development phase, designated as Phase 1. Phase 1 shall consist of the installation of a 12-foot by 48-foot modular office facility (576 square feet), together with associated site improvements, including utility connections, adjacent landscaping, lighting, and a monument sign. Pursuant to the Lease Agreement, French Valley Flyers shall have a period of twenty-four (24) months from the Lease commencement date to complete Phase 1. 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 French Valley Flyers 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 require any mitigation measures.

**Attachments (Upload Project Documents)**

**3.23 - NOE - Ground Lease, French Valley Flyers, LLC.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**

Hemet

**Location Details**

**Parcel Number** - 456-020-00

**Other Location Info**  
 Hemet-Ryan Airport, Assessor Parcel Number 456-020-004 (a portion)

**Notice of Exemption**

**Exempt Status**

Categorical Exemption

**Type, Section Number or Code Number**

15303, Class 3

**Reasons why project is exempt**

The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2 or 15303. 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 cause a potentially significant effect on the environment.

The project is limited to the approval of a Lease Agreement. Furthermore, this project would not result in any direct or reasonably foreseeable indirect impacts to the environment. • Section 15303, Class 3, New Construction or Conversion of Small Structures, paragraphs (c),(d), and (e) consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel. Examples of this exemption that apply to the proposed project include the following:

(c) A store, motel, office, restaurant or similar structure not involving the use of significant amounts of hazardous substances, and not exceeding 2500 square feet in floor area. In urbanized areas the exemption also applies to up to four such commercial buildings not exceeding 10,000 square feet in floor area on sites zoned for such use if not involving the use of significant amounts of hazardous substances where all necessary public services and facilities are available and the surrounding area is not environmentally sensitive.

(d) Water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction.

(e) Accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences.

With certainty, there is no possibility that the project may have a significant effect on the environment. Approval of the Lease would result in the same continued operation of the Premises and will not create any new significant direct or indirect environmental impacts.

**Exempt Status**

Other

**Type, Section Number or Code Number**

15061(b)(3)

**Reasons why project is exempt**

The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2 or 15303. 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 cause a potentially significant effect on the environment.

The project is limited to the approval of a Lease Agreement. Furthermore, this project would not result in any direct or reasonably foreseeable indirect impacts to the environment.

In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." Ibid. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See No Oil, Inc. v. City of Los Angeles (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

With certainty, there is no possibility that the project may have a significant effect on the environment. Approval of the Lease would result in the same continued operation of the Premises and will not create any new significant direct or indirect environmental impacts.

**County Clerk(s)**

Riverside

Signature

Title

Date

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SCH Number 2026030465

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

Date Wed 3/11/2026 1:01 PM

To Mayo, Whitney <WMayo@Rivco.org>

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Thank you,



**Thomas Hubbard** | *he/him/his*

Jr. CEQA Analyst

**Governor's Office of Land Use & Climate Innovation**

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Hemet- Ryan Airport Ground Lease Agreement  
French Valley Flyers  
4710 W Stetson Avenue, Hemet, CA 92545



# Tie Downs #HRTD-D02,D03, D04, D05, D06, D07

