



GAIL FARBER, Director

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

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ADDRESS ALL CORRESPONDENCE TO:  
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ALHAMBRA, CALIFORNIA 91802-1460

August 05, 2014

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

18 August 19, 2014

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**LEASE AGREEMENT BETWEEN  
THE COUNTY AND BILLION AIR AVIATION, INC.,  
FOR THE OPERATION OF A FIXED-BASE OPERATOR FACILITY AT  
THE SAN GABRIEL VALLEY AIRPORT IN THE CITY OF EL MONTE  
(SUPERVISORIAL DISTRICT 1)  
(4 VOTES)**

**SUBJECT**

This action is to approve and instruct the Chairman to sign the lease agreement between the County and Billion Air Aviation, Inc., that will allow Billion Air Aviation, Inc., to operate as a fixed-base operator by providing retail aircraft-fueling services and other general aviation products, services, and facilities at the San Gabriel Valley Airport in the City of El Monte.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed lease agreement is categorically exempt from the provisions of the California Environmental Quality Act and in the record of the project for the reasons stated in this letter.
2. Approve and instruct the Chairman to sign the lease agreement between the County and Billion Air Aviation, Inc.
3. Instruct the Director of Public Works or her designee to make the necessary arrangements with the County's contract airport manager and operator for the collection of all rents and fees to be paid.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to find the proposed enclosed lease agreement with Billion Air Aviation, Inc. (Lessee), for the provision of retail aircraft-fueling services at the San Gabriel Valley Airport is exempt from the California Environmental Quality Act (CEQA) and allow the Lessee to serve as a fixed-base operator at the Airport. A fixed-base operator as defined by the County's airport minimum standards is a commercial aeronautical operator who maintains facilities at the Airport for the purpose of engaging in the retail sale of products, services, and facilities including, but not limited to, aviation fuels and lubricants, passenger and aircraft crew and ground support services, and aircraft hangar and tie-down storage. Under its current lease agreement, the Lessee primarily provides facilities for aircraft storage, including aircraft tie-downs and hangar space.

On March 4, 2008, the Board approved Lease Agreement No. 76490 (Lease) between the County and Lightning Aircraft Corporation for a hangar building with office space and 17 aircraft tie-down spaces at the Airport. The Lease was assigned to Universal Air Academy, dba Billion Air Aviation, Inc., on March 17, 2011. The Lessee subsequently exercised its option to renew the Lease for 5 years on March 17, 2011. To date, the Lessee has made all rental payments in full and has complied with the terms and conditions of its Lease that will expire on February 28, 2018.

Recently, the Lessee approached the Department of Public Works with its request to terminate its Lease and enter into a new lease agreement with the County that will allow it to operate at the Airport as a fixed-base operator by augmenting its leased premises to include ramp/apron area and permitting it to construct an aboveground fuel storage facility and expand its services to include providing aviation fuels on a commercial basis at the Airport. With the support of the Los Angeles County Aviation Commission, Public Works drafted the proposed lease agreement to accommodate the Lessee's request that complies with all rules, regulations, and standards.

As part of the proposed lease agreement, the Lessee will construct an aboveground aviation fuel storage facility consisting of a 2,000-square-foot concrete pad and two cylindrical fuel tanks: a 12,000-gallon Avgas fuel tank and a 12,000-gallon Jet A fuel tank. The tanks would be placed horizontally side by side on the pad and supported by steel legs bolted to an anchor connected to the concrete pad. The concrete pad would be surrounded by a containment curb and 38 four-foot tall bollards. The fuel will be used for operations on the Airport premises only.

The Lessee's current Lease will terminate upon the Board's approval of the proposed lease agreement. Upon the termination of the proposed lease agreement, the County will own all of the improvements on the leased premises, including the fuel storage facility to be constructed by the Lessee.

## **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provisions of Operational Effectiveness/Fiscal Sustainability (Goal 1) and Integrated Service Delivery (Goal 3). Implementation of the recommended actions will provide an improved and more accommodating facility for airport customers and will support quality public works infrastructure services to the communities.

## **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

Consistent with the proposed lease agreement, the Lessee will make monthly rental payments to the County. The monthly rental payments of \$5,225.24 have been reduced to recognize various tenant improvements to be made to the leased premises and some recent improvements to the hangar/office building that have already been made by the Lessee and will be adjusted annually based on the Consumer Price Index. The County's airport management contractor, American Airports Corporation, will collect the rental revenue for the proposed lease agreement, as it does today for the current Lease and distribute 45 percent of the Lease payments into the Aviation Enterprise Fund.

In addition to rental payments, as part of the proposed lease agreement, the Lessee will pay to the County a fuel flowage fee for each gallon of aviation fuel dispensed by Lessee at the Airport. The current flowage fees are \$0.30 per gallon for Avgas and \$0.35 per gallon for Jet A. One hundred percent of the fuel flowage fees will be deposited into the Aviation Enterprise Fund.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The leased premises for the proposed lease agreement include an existing 10,000-square-foot hangar/office building, dedicated vehicle-parking spaces, 13 aircraft tie-downs, and approximately 7,600 square feet of improved land to accommodate the staging and maneuvering of aircraft and the construction of an aviation fuel storage facility. The proposed lease agreement shall be for a 10-year period commencing and effective upon the date of approval by the Board and provides the Lessee with the right to renew the proposed lease agreement for an additional two periods of 5 years each, commencing upon the expiration of the original term.

On October 30, 2012, the Board approved and adopted the Airport's Minimum Standards that establish minimum requirements for entities to engage in various commercial and noncommercial aeronautical activities at the Airport. The proposed lease agreement is consistent with the Airport's Minimum Standards.

At its regularly scheduled meeting on October 30, 2013, the Los Angeles County Aviation Commission unanimously approved a motion to support efforts to develop fixed-base operations at the Airport to accommodate competitive retail fuel sales and recommend to the Board new leases for these activities at the County-owned airports.

The proposed lease agreement has been reviewed and approved as to form by County Counsel.

## **ENVIRONMENTAL DOCUMENTATION**

The proposed project is categorically exempt from the provisions of CEQA. The proposed project to enter into a new lease agreement to allow the Lessee to occupy an existing 10,000-square-foot hangar/office building and provide the Lessee with dedicated vehicle parking spaces, 13 aircraft tie-downs, and approximately 7,600 square feet of improved land to accommodate the staging and maneuvering of aircraft and the construction of an aboveground aviation fuel storage facility is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15301 and 15303(e) and Classes 1 and 11 of the State

CEQA Guidelines and Classes 1, 3(b), (d) and (j), and 11(b) of the County's Environmental Reporting Procedures and Guidelines, Appendix G. These exemptions allow for the leasing of existing structures involving negligible expansion of use and provide for construction of new accessory structures at existing facilities. Further, the proposed project is not located in a sensitive environment, and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the exemptions inapplicable based on the project records.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with Section 15062 of the State CEQA Guidelines.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The users of the Airport will benefit from the proposed lease agreement, which will result in the addition of a fixed-base operator at the Airport that will offer enhanced aviation products, services, and facilities to the users of the Airport. Such services and facilities will include, among others, competitive retail aircraft fueling; short- and long-term aircraft parking and storage; various pilot, passenger, and crew amenities; pilot and crew rest areas; a pilot's lounge; and a flight-planning facility.

**CONCLUSION**

Please return three adopted copies of this letter and the signed original lease agreement to the Department of Public Works, Aviation Division. Also, please forward one adopted copy of the letter and lease agreement to the Assessor, Possessory Interest Division; and the Auditor-Controller, General Claims Division.

Respectfully submitted,



GAIL FARBER

Director

GF:RLS:cmb

Enclosures

- c: Assessor
- Auditor-Controller
- Chief Executive Office (Rita Robinson)
- County Counsel (Adrienne Byers)
- Executive Office

**LEASE AGREEMENT**  
**BETWEEN**  
**THE COUNTY OF LOS ANGELES**  
**AND**  
**UAA INTERNATIONAL, INC.**  
**dba BILLION AIR AVIATION**  
**FOR PREMISES AT**  
**SAN GABRIEL VALLEY AIRPORT**  
**4233 North Santa Anita Avenue**  
**El Monte, CA 91731**

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**LEASE AGREEMENT**

THIS LEASE AGREEMENT (the "Lease") made and entered into this 19th day of August, 2014, by and between the County of Los Angeles ("County"), a body corporate and politic, and UAA International, Inc., dba Billion Air Aviation, a corporation organized and existing under the laws of the State of California, hereinafter referred to as "Lessee",

**WITNESSETH:**

**WHEREAS**, the County of Los Angeles is the owner of San Gabriel Valley Airport (the "Airport"); and,

**WHEREAS**, County may, at its discretion, use the services of a designated Contract Airport Manager from time to time, hereinafter referred to as "Manager," for the purpose of collecting the rent payments, performing other property management functions, and enforcing the Airport rules and regulations; and,

**WHEREAS**, On March 17, 2011, Lessee was assigned Lease Agreement No. 76490 from Lightning Aircraft Corporation for land and improvements at the Airport that will expire on February 28, 2018; and,

**WHEREAS**, Lessee agreed to pay to County the unpaid rents and fees in the amount of \$34,263.70 owed to County by Lightning Aircraft Corporation at the time of the assignment of Lease Agreement No. 76490 from Lightning Aircraft Corporation to Lessee; and,

**WHEREAS**, Lessee has made regular payments to the Manager in the amount of \$500.00 per month and Lessee agrees to continue to make monthly payments to the County or Manager in the amount of at least \$500.00 until the amount of \$34,263.70 is paid in full; and,

**WHEREAS**, Lessee desires to terminate its Lease Agreement No. 76490 and enter into a new lease agreement with the County to augment its leased premises to include ramp/apron area and new aircraft tie-down spaces, to construct an aboveground fuel storage facility, and to allow Lessee to provide additional commercial aeronautical services including the dispensing of aviation fuels at the Airport; and,

**WHEREAS**, the County and Lessee mutually agree to enter into a new lease agreement to allow Lessee to provide additional aeronautical services at the Airport and for Lessee's use and occupancy of certain areas at the Airport as shown on Exhibits A and A-1, together with all buildings, structures, Improvements, additions and permanent installations constructed and installed therein or thereon (hereinafter called the "Leased Premises"); and,

**WHEREAS**, the County and Lessee mutually agree that this Lease, upon its execution, shall terminate Lease Agreement No. 76490.

**NOW, THEREFORE**, for, and in consideration of, the respective promises and mutual agreements made by the Parties hereto, hereinafter set forth, the County hereby grants to the Lessee the right to use and occupy the Leased Premises upon the following terms and conditions mutually agreed as follows:

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**SECTION 1**  
**TERM**

- 1.1 The term of this Lease shall be for a ten (10)-year period commencing and effective upon the date of approval by the County Board of Supervisors (“Commencement Date”), and expiring on August 31, 2024, hereinafter referred to as “Original Term,” unless sooner terminated in accordance with the provisions hereof.
- 1.2 Lessee shall have the right to renew this Lease for an additional two (2) periods of five (5) years, commencing upon the expiration of the Original Term, by the giving of prior written notice of Lessee’s intent to renew the Lease to the Director of the Department of Public Works of the County of Los Angeles (the “Director”) no later than 90 days prior to the expiration of the Lease term, provided that any such renewal shall be upon standard terms, conditions, and provisions then in effect at the Airport.

**SECTION 2**  
**LEASED PREMISES**

- 2.1 The Leased Premises, as shown on Exhibit A, consists of:
- 2.1.1 a hangar/office building of approximately 10,000 square feet, contiguous patio and landscaped area of approximately 1,300 square feet, and five (5) dedicated vehicle parking spaces located adjacent to the building in the public parking lot area;
- 2.1.2 approximately 7,700 square feet of improved land to be used for staging and maneuvering aircraft and vehicles;
- 2.1.3 approximately 7,600 square feet of improved land to accommodate the aviation fuel storage facility described in Section 3 herein and the parking of Lessee’s refueling vehicles; and
- 2.1.4 thirteen (13) aircraft tie-downs.
- 2.2 The County intends to rehabilitate and restripe various paved ramp/apron, taxiways and tie-down areas on the Airport, including those portions of the Leased Premises described in Sections 2.1.2, 2.1.3 and 2.1.4 of this Lease. Such a capital improvement project will be dependent upon the approval of the County Board of Supervisors and the County’s receipt of grant funding from the Federal Aviation Administration. Upon completion of any pavement rehabilitation and restriping of the Leased Premises as described in this section of the Lease, the Leased Premises, specifically Section 2.1.4 of this Lease, will be amended to include twelve (12) aircraft tie-downs and one (1) helicopter parking pad as shown on Exhibit A-1 of this Lease.

**SECTION 3**  
**APPROVED USES**

- 3.1 The Lessee shall continuously occupy the Leased Premises and may use the Leased Premises as a Fixed Base Operator as defined in the Minimum Standards attached as Exhibit F for the following purposes herein after “Approved Uses” and for no other purpose whatsoever:
- 3.1.1 For the retail sale of aviation lubricants and fuels (JetA and 100LL) which are to be delivered to aircraft via refueling vehicles;
- 3.1.2 For the construction, repair, maintenance and operation of an aboveground aviation fuel storage facility to include one (1) 12,000-gallon UL 2085 Avgas tank and one (1) 12,000-gallon UL 2085 JetA tank;

- 3.1.3 For the noncommercial self-fueling of its own aircraft to be delivered via refueling vehicles;
  - 3.1.4 For providing passenger and aircraft crew and ground support services;
  - 3.1.5 For the sale, maintenance or repair of aircraft, aircraft parts, avionics, and aircraft instruments;
  - 3.1.6 For aircraft rental and flight training;
  - 3.1.7 For aerial tours and banner towing;
  - 3.1.8 For aircraft charter and management;
  - 3.1.9 For aircraft washing and detailing;
  - 3.1.10 For the sale of pilot supplies;
  - 3.1.11 For the storage of aircraft on tie-downs or in hangar(s);
  - 3.1.12 For the subleasing of hangar, tie-down and office space;
  - 3.1.13 For the parking of automobiles and other vehicles operated by Lessee, its sublessees and their invitees within the hangar and in designated parking areas on the Leased Premises, but not for vehicle storage;
  - 3.1.14 For its business and operations offices in connection with purposes authorized herein;
  - 3.1.15 For any other activities directly related to activities permitted herein, and other specialized aviation services or uses that may hereafter be permitted and authorized by Director in writing. Lessee shall not use the Leased Premises, or any portion thereof, for any other purpose unless Director or Manager approves such use in advance, in writing. County reserves the right to charge standard rates and fees for any of these other permitted uses.
- 3.2 Lessee shall not use the Leased Premises, or any portion thereof, for any purpose other than the Approved Uses in this Section 3 herein, unless Director or Manager approves such use in advance, in writing. Unapproved uses shall constitute a material breach of this Lease and shall be subject to an immediate default. Lessee also shall not permit use of the Leased Premises for residential use or construction of residential dwellings inside of hangars. The Parties acknowledge that non-aeronautical commercial activities are temporary, and may not displace aeronautical uses of airport facilities. Such non-aeronautical uses may be subject to the approval of the Federal Aviation Administration under applicable law and regulations, and written approval of Director, in his/her sole discretion, and are revocable by Director or Manager at any time during this Lease with a 5-day advance notice to Lessee.
- 3.3 County reserves the right to charge standard rates and fees, including fees specified in Section 4 hereof, for uses other than these Approved Uses which it may permit. Lessee agrees to pay a nonnegotiable rental surcharge for all approved non-aeronautical activities conducted on the Leased Premises, in the minimum amount of \$0.08 per square foot per month for space occupied by non-aeronautical use, unless a more appropriate rate is otherwise agreed to by Director and Manager, in their sole discretion. Lessee shall be liable to County for any rates and fees, including surcharges, imposed by County for non-aeronautical uses, from the date of the non-aeronautical occupancy.

**SECTION 4**  
**RENTS AND FEES**

- 4.1 For Use and Occupancy of the Leased Premises herein granted, the Lessee agrees to pay to County or Manager during the period commencing upon the Commencement Date and ending August 31, 2024, a monthly rent of \$5,225.24. Upon execution of this Lease, Lessee shall pre-pay the first month's payment to the County or Manager in the amount of \$2,525.24 (equal to the monthly rent of \$5,225.24 less the total monthly rent abatements of \$2,700.00).
- 4.2 **Rent Abatements** - In lieu of improvements to be made and already made to the Leased Premises by Lessee as described in Exhibit C of this Lease, Lessee shall receive abatement in the monthly rent as follows:
- 4.2.1 **Year 1** - Beginning upon the Commencement Date and terminating twelve (12) months later, Lessee shall receive abatement in the amount of \$2,250.00 per month for the aviation fuel storage facility improvements and \$450.00 per month for the building improvements.
- 4.2.2 **Year 2** - Lessee shall receive abatement in the amount of \$2,000.00 per month for the aviation fuel storage facility improvements and \$450.00 per month for the building improvements.
- 4.2.3 **Year 3** - Lessee shall receive abatement in the amount of \$1,750.00 per month for the aviation fuel storage facility improvements and \$450.00 per month for the building improvements.
- 4.2.4 **Year 4** - Lessee shall receive abatement in the amount of \$1,500.00 per month for the aviation fuel storage facility improvements and \$450.00 per month for the building improvements.
- 4.2.5 **Year 5** - Lessee shall receive abatement in the amount of \$1,250.00 per month for the aviation fuel storage facility improvements and \$450.00 per month for the building improvements.
- 4.2.6 **Year 6** - Lessee shall receive abatement in the amount of \$1,000.00 per month for the aviation fuel storage facility improvements and \$450.00 per month for the building improvements.
- 4.2.7 **Year 7** - Lessee shall receive abatement in the amount of \$750.00 per month for the aviation fuel storage facility improvements and \$450.00 per month for the building improvements.
- 4.2.8 **Year 8** - Lessee shall receive abatement in the amount of \$500.00 per month for the aviation fuel storage facility improvements and \$450.00 per month for the building improvements.
- 4.2.9 **Year 9** - Lessee shall receive abatement in the amount of \$250.00 per month for the aviation fuel storage facility improvements and \$450.00 per month for the building improvements.
- 4.2.10 **Year 10** - Lessee shall receive abatement in the amount of \$250.00 per month for the aviation fuel storage facility improvements and \$450.00 per month for the building improvements.

- 4.3 Effective on September 1, 2015, and on September 1st of each succeeding year of this Lease, the annual rental payable hereunder shall be adjusted by the Consumer Price Index ("Index"), as hereinafter defined, as follows:
- 4.3.1 The previous year's rent shall be adjusted by that percentage increase reported in the Index for that twelve (12)-month period taken ninety (90) days prior to the date the annual adjustment is due. The product of the previous year's rent and the Index percentage is the amount payable to County or Manager. As soon as the adjusted rent for each year is determined, Director or Manager shall give Lessee written notice of the amount of the adjusted rent. If the adjusted rent is not finally determined until after the commencement of the successive year, Lessee shall nevertheless pay County or Manager at the rate of the former year's rent, but only as a credit against the amount of the adjusted rental when finally determined.
- 4.4 Effective on September 1, 2024, the monthly rent shall be adjusted to the standard rents and fees in effect at the Airport at that time, or the fair rental value, whichever is greater, and in no event less than the prior month's rent. On September 1, 2024, and on September 1<sup>st</sup> of each subsequent year until August 31, 2034, the monthly rent shall be adjusted as set forth in Section 4.3.1 above. In the event County and Lessee cannot agree upon the rental value before sixty (60) days prior to September 1, 2024, the rental shall be determined as set out in this Section and the following subsections:
- 4.4.1 At least sixty (60) days prior to the commencement of the period for which rent is to be established, County and Lessee shall each appoint an appraiser to appraise the fair rental value and/or rate of return of the Leased Premises as appropriate, using methods recognized in the real estate appraisal profession as appropriate for such appraisals. The Parties shall exchange completed appraisals within sixty (60) days following appointment of the appraisers. Each Party shall bear all costs and expenses of the appraiser appointed by it. Failure of Lessee to comply with anytime limit established in this Section or any of its subsections shall be an incident of default under this Lease. For purposes of this Section, all appraisers shall be MAI members of the American Institute of Real Estate Appraisers, or any successor organization, should the American Institute cease to exist.
- 4.4.1.1 If the two appraisals contain fair rental value determinations which are within Ten Percent (10%) of each other, the fair rental value shall be the arithmetic average of the values in the two appraisals;
- 4.4.1.2 In the event the two appraisals differ by more than Ten Percent (10%), the Parties shall, within ten (10) days following the exchange of appraisals, appoint an arbitrator who may be an appraiser, retired judge, or other person having experience in real estate evaluation or resolution of disputes. If the Parties cannot agree upon an arbitrator, they shall, within five (5) days, select a retired judge from the panel maintained by Judicial Arbitration and Mediation Services. The arbitrator, once appointed, shall within thirty (30) days following appointment, review the two appraisals and select that one appraisal which, in the opinion of the arbitrator, most closely represents the fair rental value or rate of return of the Leased Premises as appropriate. The value set forth in the appraisal shall be used to establish the new rent for the Leased Premises. The arbitrator shall not hold a hearing, or receive testimony or evidence, but may request written comments from the Parties to be submitted on a specified date within the thirty (30)-day period following his or her appointment. The only issues to be addressed by the arbitrator are those specified within this Section and subsection. The locale for the arbitration shall be within the County of Los Angeles. The sole issue for determination by the arbitrator shall be the fair rental value of the Leased Premises in accordance with the principles set forth in this Section. The expenses, subject to assessment by the arbitrator, shall be

borne equally by the Parties. The materials to be submitted to the arbitrator shall be limited to the data exchanged between the Parties prior to submission to arbitration. No motions or discovery shall be permitted as part of the arbitration process. The decision of the arbitrator shall be in writing. It shall have determined only the specified issue presented, which will be either the rate of return, or the fair market value or the fair rental value, or some combination of those three issues. The arbitrator may not impose any other awards except a sanction for failure to comply with an order made by the arbitrator. Each Party shall bear its own costs of the arbitration, including one-half of the arbitrator's fees. The decision of the arbitrator shall be final and binding upon the Parties and shall be enforceable in any court of law as if it were a final judgment;

4.4.1.3 In the event the rent adjustment process is not completed prior to the beginning of a new lease year, Lessee shall continue to pay at the rate in effect at the beginning of the adjustment period until the adjustment rent is determined. Upon determination of the adjusted rent, Lessee shall pay the adjusted rental for all subsequent months, and shall pay to County the difference between the amount paid between the beginning of the new lease year and the amount of the rent as adjusted for that period.

4.5 Lessee shall have twelve (12) months from the Commencement Date of the Lease to complete construction of the aviation fuel storage facility as described on Exhibit C of this Lease.

4.5.1 In the event that the aviation fuel storage facility is not completed within twelve (12) months from the Commencement Date of the Lease, Lessee shall pay to County or Manager \$27,000, which is the entire rental abatement amount described in Section 4.2.1 of this Lease and granted Lessee in Year 1 for the aviation fuel storage facility improvements, and all rental abatements for the aviation fuel storage facility improvements for subsequent years (Years 2 through 10), as described in Sections 4.2.2 through 4.2.10, will cease.

4.6 Lessee shall be given 180 days after the Commencement Date within which to obtain all necessary construction financing and government approvals and permits. Should Lessee, within such 180-day period, fail to obtain all such approvals and permits, Lessee shall have the right to terminate the requirement to construct the aviation fuel storage facility, as described in Section 4.4 of this Lease.

4.6.1 Should Lessee terminate its requirement to construct the aviation fuel storage facility, Lessee shall (1) provide County and Manager with written notice of its intention to terminate, (2) forfeit all rental abatements associated with the aviation fuel storage facility improvements as described in Sections 4.2.1 through 4.2.10 of this Lease, and (3) within ten (10) days of Lessee's written notice to terminate, reimburse County all rental abatements granted Lessee for the aviation fuel storage facility improvements through the date of Lessee's written notice to terminate.

4.7 The term Index, as used herein, shall mean the Consumer Price Index for all Urban Consumers, All Items, for the Los Angeles-Riverside-Orange County area, as published by the Bureau of Labor Statistics of the United States Department of Labor, 1982-84 base = 100. In the event the base year is changed, the CPI shall be converted to the equivalent of the base year [1982-84 =100].

4.7.1 If the described Index is no longer published, another index generally recognized as authoritative shall be substituted as selected by the Chief Officer of the Bureau of Labor Statistics of the United States Department of Labor, or its successors. If no such government index or computation is offered as a replacement, Director and Lessee shall mutually select a percentage for calculating future annual adjustments.

- 4.8 Notwithstanding anything to the contrary contained in this Lease, the rental payable to County or Manager shall never be adjusted to an amount less than the previous year's rent.
- 4.9 Any delay or failure of County or Manager in increasing Rent under Section 4 shall not (a) constitute a waiver of County's or Manager's right to subsequently increase the Rent and collect such Rent retroactively as contemplated by this Section 4; or (b) in any way waive or impair the continuing obligations of Lessee under this Section 4.
- 4.10 The monthly rent shall be paid on the first day of each month in advance at the office of the Airport Manager, made payable to Manager, or at such other office as may be directed in writing by Director or Manager.
- 4.11 In addition to all other rents and fees set forth in this Section, and commencing upon the Commencement Date of the Lease, the Lessee shall pay to County or Manager any other standard fees or charges, including fuel flowage fees as described in Section 4.11.1, that may be set, or imposed at any time by County on the operations at the Airport, which charges shall be applicable to all similar users at the Airport. All commercial uses shall be subject to the rates and fees established for each use at the Airport. No tenant shall operate a commercial business on the Airport without a permit and payment of the applicable fee.
- 4.11.1 Lessee shall pay to County on the fifteenth (15<sup>th</sup>) day of each month a fuel flowage fee for each gallon of aviation fuel dispensed by Lessee at the Airport during the prior month. The current flowage fees, which may be amended by County from time to time, are \$0.30 per gallon for Avgas and \$0.35 per gallon for Jet A.
- 4.12 Lessee acknowledges that late payment by Lessee to County or Manager of any Lease fees will cause County or Manager to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to fix. Therefore, if any installment of Lease fees due from Lessee is not received by the tenth (10<sup>th</sup>) day after the due date, Lessee shall pay to County or Manager an additional sum of Five Percent (5%) of the amount due as an administrative processing charge. The Parties agree that this processing fee represents a fair and reasonable estimate of the costs that County or Manager will incur by reason of late payment by Lessee. Acceptance of any processing fee shall not constitute a waiver of Lessee's default with respect to the overdue amount, or prevent County or Manager from exercising any of the other rights and remedies available to County or Manager. Lease fees not paid when due shall bear simple interest from date due until paid, at the rate of One-and-One-Half Percent (1.5%) per month.

## **SECTION 5** **SURETY BOND**

- 5.1 Lessee shall, at its own cost and expense, furnish County or Manager a Surety Bond, in all respects satisfactory to County. The requirements for such bond are as follows:
- 5.1.1 Within ten (10) days prior to commencement of any construction as provided herein, Lessee shall furnish a Surety Bond issued by a surety company licensed to transact business in the State of California in an amount equal to One Hundred Percent (100%) of the contract price of all construction required of Lessee pursuant to this Lease, said bond and said company to be, in all respects, satisfactory to County. Said bond shall name Lessee as principal, said company as surety, and County as obligee to assure full and satisfactory performance by Lessee of Lessee's obligation contained herein to build, construct, and install Improvements. In the event Lessee constructs any Improvements by itself, County and Lessee agree that a letter from an accredited lending institution shall be submitted to County guaranteeing that funds necessary to accomplish any such construction shall be irrevocably set aside for the sole purpose of completing said

construction, without the right of offset by such institution for other debits. Such bond shall be conditioned upon faithful performance by Lessee of the terms and conditions of the contract. The bond shall be renewed to provide for continuing liability in the above amount, notwithstanding any payment or recovery thereon. In the event that Lessee employs a licensed contractor for the construction herein required and obtains from said contractor or contractors a similar bond in like amount, in all respects satisfactory to County, upon application by Lessee and upon the naming of County as an additional obligee under such bond or bonds, County will accept said contractor's bond in lieu of the bonds otherwise required by this paragraph. The bond shall remain in full force and effect until one year from completion of the building and issuance of a Certificate of Occupancy.

- 5.1.2 At their sole option, County may accept Certificates of Deposit, Cash Deposit, or Time Certificate in lieu of commercial bonds to meet the requirements of Section 5. Noncash deposit instruments shall meet the standards established in the policies and procedures attached hereto as Exhibit D, shall be made payable to County, and shall be deposited with the Cashier, Los Angeles County Department of Public Works.
- 5.2 In the event Lessee constructs any Improvements by itself or wishes to replace the Surety Bond described in Section 5.1 above with a Letter of Credit for the full amount of the construction, County and Lessee agree that a letter from an accredited lending institution shall be submitted to County guaranteeing that the full amount of the funds necessary to accomplish any such construction shall be irrevocable and set aside for the sole purpose of completing said construction, without the right of offset by such institution for other debits. In the event Lessee does not provide a Letter of Credit that is acceptable to County, then Lessee must provide a Surety Bond as stipulated in Section 5.1.
- 5.3 The Surety Bond as described in Section 5.1 may also be waived on the condition that Lessee provides a Construction Deposit in the amount of two month's rent (\$10,450.48) to the County, which amount shall be retained until Lessee completes construction of the aviation fuel storage facility as described on Exhibit C and a temporary or permanent Certificate of Occupancy for the aviation fuel storage facility is issued by the local City or County authority. Upon issue of Certificate of Occupancy and receipt of a photocopy by County, this Construction Deposit shall be returned to Lessee within fourteen (14) days.
- 5.4 Nothing in this Section 5 shall be deemed to relieve Lessee of the obligation to keep the Leased Premises from liens and stop notices filed by its contractors, subcontractors, and material suppliers.

## **SECTION 6** **SECURITY DEPOSIT**

- 6.1 Upon execution of the Lease, Lessee shall pay a Security Deposit equal to two (2) months' rent (\$10,450.48). This sum shall be retained by County or Manager as a guarantee to cover delinquent rent or other charges and may be so applied. In the event all or any part of said sum so deposited is applied against any charge due and unpaid, Lessee shall immediately reimburse said deposit upon demand by County or Manager so that at all times during the life of this Lease said deposit shall be maintained.
- 6.2 If Lessee fully and faithfully complies with all terms, provisions, covenants and conditions of this Lease, the Security Deposit shall be returned to Lessee at the expiration of the Lease term, or an accounting given by County or Manager as to the complete or partial use thereof within fourteen (14) days of Lessee's surrender of the Leased Premises.

**SECTION 7**  
ACCEPTANCE, CARE, MAINTENANCE  
IMPROVEMENTS, AND REPAIR

- 7.1 Lessee warrants that it has inspected the Leased Premises, and subject to the foregoing representations by the County, accepts possession of the Leased Premises and any Improvements thereon, if any, "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration and by ordinances of County, and admits its suitability and sufficiency for the uses permitted hereunder. Except as may otherwise be provided for herein, County shall not be required to maintain nor to make any Improvements, repairs, or restorations of any kind upon, or to, the Leased Premises, or to any of the Improvements presently located thereon. County shall never have any obligation to repair, maintain or restore, during the term of this Lease, any Improvements placed upon the Leased Premises by Lessee, its successors and assigns.
- 7.2 Lessee shall, throughout the term of this Lease, assume the entire responsibility, cost and expense for all repair and maintenance on the Leased Premises and all Improvements thereon, including those proposed to be built in Section 7.5 hereof, in a good workmanlike manner, whether such repair or maintenance be ordinary or extraordinary, structural or otherwise. Additionally, Lessee, without limiting the generality hereof, shall:
- 7.2.1 Keep at all times, in a clean and orderly condition and appearance, the Leased Premises, all Improvements thereon, and all of the Lessee's fixtures, equipment and personal property which are located on any part of the Leased Premises; and
- 7.2.2 Provide and maintain on the Leased Premises all obstruction lights and similar devices, and safety equipment required by law; and
- 7.2.3 Repair any damage caused by Lessee or its invitees, tenants, or contractors to paving, soils, water or other parts of the Leased Premises caused by any oil, gasoline, grease, lubricants, solvents, flammable liquids, or substances having a corrosive or detrimental effect thereon, and to remediate any release caused by Lessee or any of its invitees, tenants or contractors of any substance that has a harmful effect on human health or the environment as determined by any regulatory agency, or as stated in Section 10 herein; and
- 7.2.4 Take measures to prevent erosion, including, but not limited to, the planting and replanting of grasses with respect to all portions of the Leased Premises not paved or built upon, and, in particular, shall plant, maintain and replant any landscaped areas; and
- 7.2.5 Be responsible for the maintenance and repair of all utility service lines placed on the Leased Premises and used by Lessee exclusively, including, but not limited to, water lines, gas lines, electrical power and telephone conduits and cable lines, sanitary sewers, and storm sewers.
- 7.2.6 Lessee hereby waives any and all claims against County and Manager for compensation for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of any utility system, water supply system, drainage system, heating or gas system, or air conditioning system, electrical apparatus or wire serving the Leased Premises.
- 7.3 In the event Lessee fails: (a) to commence to maintain, clean, repair, replace, rebuild or repaint, within a period of thirty (30) days after written notice from Director or Manager to do any maintenance or repair work required to be done under the provisions of this Lease, other than preventive maintenance; or (b) within a period of ninety (90) days if the said notice specifies that



the work to be accomplished by the Lessee involves preventive maintenance only; or (c) to diligently continue to completion any repairs, replacement, rebuilding, painting or repainting as required under this Lease; then, Director or Manager may, at their option, and in addition to any other remedies which may be available to them, enter the premises involved, without such entering causing or constituting a cancellation of this Lease or an interference with the possession of the Leased Premises, and repair, replace, rebuild or paint all or any part of the Leased Premises or the Improvements thereon, and do all things reasonably necessary to accomplish the work required, and the cost and expense thereof shall be payable to County or Manager by Lessee on demand. Provided, however, if, in the opinion of Director, Lessee's failure to perform any such maintenance endangers the safety of the public, the employees or property of County or other tenants at the Airport, and Director so states same in a notice to Lessee, Director may, at his/her sole option, in addition to all other remedies which may be available to him/her, elect to perform such maintenance at any time after the giving of such notice, and Lessee agrees to pay to County the cost and expense of such performance on demand. Furthermore, should County, its officers, employees or agents undertake any work hereunder, Lessee hereby waives any claim for damages, consequential or otherwise, as a result therefrom except for claims for damages arising from County's or Manager's sole gross negligence. The foregoing shall, in no way, affect or alter the primary obligations of the Lessee as set forth in this Lease, and shall not impose or be construed to impose upon County or Manager any obligations to maintain the Leased Premises, unless specifically stated otherwise herein.

- 7.4 Lessee shall provide detailed plans and specifications to the Aviation Division of the Department of Public Works of the County ("Aviation Division") for any and all major repairs, constructions, alterations, modifications, additions or replacements (hereinafter referred to as "Improvements"), including, without limitation, the new aviation fuel storage facility to be constructed by the Lessee pursuant to Exhibit C, which is attached hereto and made a part hereof, undertaken by the Lessee, and shall be submitted to and receive the written approval by Director prior to commencement of any improvement. Upon receipt and review by Director of the plans and specifications for the proposed Improvements, Director shall advise Lessee of his/her approval or disapproval of the proposed work, and in the event he/she disapproves, stating his/her reasons therefore. The purpose for the foregoing review and/or approval by Director is solely to ascertain compliance with internal standards of the Aviation Division and shall not relieve or excuse any need to obtain building or other permits, from having to comply with all legal requirements, or relieve the Lessee from its obligation to indemnify County under Section 14 hereof. Absolutely no work shall be commenced on the Leased Premises until building permits and all other agency approvals are obtained by Lessee.
- 7.5 Lessee shall construct an aboveground aviation fuel storage facility to include one (1) 12,000-gallon UL 2085 Avgas tank and one (1) 12,000-gallon UL 2085 JetA tank on the Leased Premises in accordance with the Lessee's proposal, identified in Exhibit C. Pursuant to Section 7.4, on or before sixty (60) days from the Commencement Date of this Lease, Lessee shall submit plans and specifications to Director for review and written approval.
- 7.5.1 Lessee, at its sole expense, and prior to the commencement of construction, shall obtain, arrange for, and bear the cost of all permits or entitlements, including plan check and inspection fees, licenses, environmental impact reports, site preparation, and surface treatment useful or necessary for construction, operation or maintenance of the Improvements contemplated by this Lease. Lessee shall also obtain permits and provide for, at its sole cost and expense, relocation of facilities of others, and enclosure of Leased Premises as is necessary or required for health or safety in the construction, operation, and maintenance of the Leased Premises as used by Lessee.
- 7.5.2 All proposed landscaping Improvements must be aesthetically attractive as reasonably determined by Director. All installation and maintenance costs of facilities or landscaping shall be the responsibility of Lessee for the entire term of the Lease, unless otherwise agreed to in writing by Director.

- 7.5.3 At least ten (10) business days prior to commencement of construction, Lessee shall furnish Director and Manager with written Notice of Intention to commence construction so that County or Manager may post upon the Leased Premises a Notice of Non-Responsibility.
- 7.5.4 Lessee agrees that County or Manager may have on the site, at all times, during the period of construction of the said Improvements or during any period of additional construction as set forth in Section 7.5 herein, or any alterations and repairs as set forth under this Section 7, a representative of County or Manager who shall have the right to access said construction work and construction processes to ascertain that said construction work is being performed in accordance with the said final plans and specifications. County will provide for any special or continuous inspection of the work to be done under the Lease when special or continuous inspection is required by ordinance, or when circumstances would normally require the presence of a County inspector. Lessee further agrees that at the commencement of the construction work, it will notify Manager in writing of the identity, place of business, and business telephone number of a person who shall be Lessee's representative for purposes of communication with Lessee by County's representative provided for in this inspection. Lessee shall notify Manager of any change in this designation, in writing, immediately.
- 7.6 If Lessee makes any Improvements without Director's approval, then, upon notice to do so, Lessee shall remove the same or, at the option of Director, cause the same to be changed to the satisfaction of Director. If Lessee fails to comply with such notice within thirty (30) days or to commence to comply and pursue diligently to completion, Director may effect the removal of, or change to, the improvement, and Lessee shall pay the cost thereof to County. Lessee expressly agrees in the making of all Improvements that, except with the written consent of Director, it will neither give nor grant, nor purport to give or grant, any lien upon the Leased Premises or upon any Improvements thereupon, or which is in the process of construction or repair, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to a lien against said Leased Premises and Improvements thereon, and Lessee will discharge any such lien within thirty (30) days after notice of filing thereof. County hereby gives notice to all persons that no lien attaches to any such Improvements.
- 7.7 Lessee agrees that any such additional construction, additions, alterations, repairs or changes in the Leased Premises shall not obligate or impose any other legal requirement on County to extend the term of this Lease.
- 7.8 Lessee agrees to furnish County and Manager a set of "as-built" Plans and Specifications, and a Master Plan of Electrical Circuitry and Plumbing for any additional construction.
- 7.9 Lessee's Improvements, erected or constructed upon the Leased Premises, shall remain the property of the Lessee for as long as this Lease shall remain in effect, but such Improvements shall become the property of County upon expiration or termination of this Lease, free and clear of all claims on the part of the Lessee on account of any repair or improvement work done under the terms hereof by Lessee. The vesting of title in County at the time specified is a part of the consideration for this Lease. County shall not be liable to Lessee or Lessee's contractors or sublessees for the value of any Improvements constructed or located on the Leased Premises.
- 7.10 Upon Lessee's completion of the aviation fuel storage facility described on Exhibit C, Lessee may make enhancements to, repair, and maintain the aviation fuel storage facility. However, without written approval of the County, Lessee may not give, sell, sublease, assign, transfer, mortgage, hypothecate, grant control of, or encumber Lessee's interest in, alter in any way so as to diminish the function or value of, or remove from the Leased Premises at any time during the term of this Lease, the aviation fuel storage facility described on Exhibit C.

**SECTION 8**  
**STORM WATER**

- 8.1 Notwithstanding any other provisions or terms of the Lease, Lessee acknowledges that the Airport is subject to federal storm water regulations, 40 CFR Part 122, for “vehicle maintenance shops” (including vehicle rehabilitation, mechanical repairs, painting, fueling, and lubrication), equipment cleaning operations and/or deicing operations that occur at the Airport as defined in these regulations and, if applicable, state storm water regulations. Lessee further acknowledges that it is familiar with these storm water regulations; that it conducts or operates “vehicle maintenance” (including vehicle rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations and/or deicing activities as defined in the federal storm water regulations; and that it is aware that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations.
- 8.1.1 Notwithstanding any other provisions or terms of the Lease, Lessee acknowledges that it has taken steps necessary to apply for or obtain a storm water discharge permit as required by the applicable regulations for the Airport, including the Leased Premises operated by Lessee. Lessee acknowledges that the storm water discharge permit issued to County or Manager may name the Lessee as co-permittee.
- 8.1.2 Notwithstanding any other provisions or terms of this Lease, including the Lessee’s right to quiet enjoyment, County, Manager and Lessee acknowledge that close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Lessee acknowledges that, as discussed more fully below, it may have to undertake to minimize the exposure of storm water (and snow melt) to “significant materials” generated, stored, handled or otherwise used by the Lessee, as defined in the federal storm water regulations, by implementing and maintaining “Best Management Practices.”
- 8.1.3 Lessee acknowledges that the Airport’s storm water discharge permit is incorporated by reference into this Lease and any subsequent renewals.
- 8.2 Permit Compliance. Director or Manager will provide Lessee with written notice of those storm water discharge permit requirements, that are in the Airport’s storm water permit, that Lessee will be obligated to perform from time to time, including, but not limited to: certification of nonstorm water pollution prevention of similar plans; implementation of “good housekeeping” measures or Best Management Practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Lessee, within seven (7) days of receipt of such written notice, shall notify Director in writing if it disputes any of the storm water discharge permit requirements it is being directed to undertake. If Lessee does not provide such timely notice, it is deemed to assent to undertake such requirements. Lessee warrants that it will not object to written notice from Director for purposes of delay or avoiding compliance.
- 8.2.1 Lessee agrees to undertake, at its sole expense, unless otherwise agreed to in writing between Director or Manager and Lessee, those storm water discharge permit requirements for which it has received written notice from Director or Manager. Lessee warrants that it shall meet any and all deadlines that may be imposed on or agreed to by Director or Manager and Lessee. Lessee acknowledges that time is of the essence.
- 8.2.2 Director or Manager agrees to provide Lessee, at its request, with any nonprivileged information collected and submitted to any governmental entity pursuant to applicable storm water regulations.
- 8.2.3 Lessee agrees that the terms and conditions of the Airport’s storm water discharge permit may change from time to time, and hereby appoints Director or Manager as its agent to

negotiate with the appropriate governmental entity any such permit modifications.

- 8.2.4 Director or Manager will give Lessee written notice of any breach by Lessee of the Airport's storm water discharge permit or the provisions of this Section 8. Such a breach is material, and if of a continuing nature, County may seek to terminate this Lease pursuant to Section 23. Lessee agrees to cure promptly any breach.
- 8.2.5 Lessee agrees to participate in any organized task force or other work group established to coordinate storm water activities at the Airport.
- 8.2.6 Notwithstanding the foregoing, Lessee shall comply with all applicable laws and regulations relating to storm water discharge and County, Director or Manager's acts, or failure to act, shall not excuse Lessee from having to meet said requirements.

**SECTION 9**  
**TRUST DEED BENEFICIARIES AND MORTGAGEES**

- 9.1 Lessee may, with the prior written consent of Director, give, assign, transfer, mortgage, hypothecate, grant control of, or encumber Lessee's interest under this Lease and the leasehold estate so created to a bona fide lender limited to state or federal chartered lending institution, or chartered insurance company or pension fund on the security of the leasehold estate, and Lessee may execute any and all instruments in connection therewith necessary and proper to complete such loan and perfect security therefore to be given to such lender. One (1) copy of any and all such security devices or instruments shall be filed with Manager no later than seven (7) days after the effective date thereof, and Lessee shall give Manager written notice of any changes or amendments thereto. Any such encumbrance holder shall have the right at any time during the time of the loan and while this Lease is in full force and effect:
  - 9.1.1 To do any act or thing required of Lessee in order to prevent a forfeiture of Lessee's rights hereunder, and all such acts or things so done shall prevent a forfeiture of Lessee's rights hereunder as if done by Lessee;
  - 9.1.2 To realize on the security of the leasehold estate, and to acquire and succeed to the interest of Lessee hereunder by sale under the power of sale, foreclosure, or by a deed or assignment in lieu of foreclosure, and thereafter to convey, assign, or sublease said leasehold estate to any other person; provided, however, that said person shall agree to perform and be bound by any and all terms, conditions and covenants contained in this Lease.
- 9.2 The written consent of Director shall not be required in the case of:
  - 9.2.1 A transfer of this Lease as the result of a sale under the power of sale or at a judicial foreclosure, or transfer as the result of a deed of trust or assignment to the encumbrance holder in lieu of foreclosure, provided the loan complies with the provisions specified above for a bona fide lender;
  - 9.2.2 A subsequent transfer by an encumbrance holder who is a purchaser at any such sale or foreclosure, or an assignee in lieu of foreclosure; provided that, in either such event, encumbrance holder forthwith gives notice to County and Manager, in writing, of any such transfer forth the name and address of the transferee, the effective date of such transfer, and the express agreement of the transferee assuming and agreeing to perform all of the obligations under this Lease, together with a copy of the document by which such transfer was made. Any such transferee shall be liable to perform the obligations of Lessee under this Lease only so long as such transferee holds title to the leasehold estate. Such transferee shall be liable to pay County or Manager for any period of time prior to the time when such transferee takes possession of the Leased Premises;

provided, however, that such obligations shall not be effective unless County shall have transmitted to encumbrance holder notice of the original Lessee's default within sixty (60) days after such default occurs. Any subsequent transfer of the leasehold estate shall not be made without the prior written consent of Director and shall be subject to conditions relating thereto, as set forth in Section 9.1;

- 9.2.3 Any encumbrance holder shall not be obligated to cure any default or breach if said encumbrance holder is unable to secure possession of the Leased Premises, and if it is necessary for it to have possession of the Leased Premises, and if it is necessary for it to have possession in order for it to cure the default or breach. In the event that a period of time is necessary in order for the encumbrance holder to completely cure a default or breach, then it shall not be in default so long as it exercises diligence and proceeds promptly in curing the default or breach. The encumbrance holder shall have all the rights to mortgage or other lending documents approved by Director as herein for the appointment of a receiver, and to obtain possession of the premises, under, and in accordance with, the terms of said Deed of Trust, mortgage or other lending instrument. If the lender does not prevent the occurrence of default, the premises and all Improvements will become the property of County, which will have no obligation to any person under the loan agreement for which Lessee's interest was secured.

## **SECTION 10** **HAZARDOUS WASTE**

- 10.1 The Lessee shall be solely responsible for the proper management, storage, and disposal of hazardous substances and hazardous wastes used, generated, stored, disposed, treated, or caused to be present on the Leased Premises by the activities of Lessee. Notwithstanding any other provision of the Lease, Lessee shall not treat or dispose of hazardous wastes on County's premises. The Lessee shall provide all required notices, including those mandated under right-to-know laws, of the presence or use on the Leased Premises of hazardous substances, extremely hazardous substances, or hazardous wastes; shall provide all notices to appropriate authorities and to County and Manager of any releases to the environment of hazardous substances, extremely hazardous substances, or hazardous wastes; and shall obtain all permits necessary for the generation, storage, disposal, or treatment of hazardous wastes. Lessee shall manage used oil and other petroleum products as required by federal and state law and regulations. Lessee shall be solely liable for the investigation, corrective action, or remediation of any release to the environment caused by the Lessee, its invitees, employees, agents, or contractors of any hazardous waste, hazardous substance, extremely hazardous substance, oil or other petroleum-based substance.
- 10.2 For the purposes of this Lease, the terms "hazardous waste" and "hazardous substances" shall be deemed to include:
- 10.2.1 Hazardous, toxic or radioactive substances as defined in California Health and Safety Code Section 25316 as amended from time to time, or the same or a related defined term in any successor or companion statutes, crude oil or byproducts of crude oil other than that which exists on the property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8;
- 10.2.2 Substances which require investigation or remediation under any federal, state or local statute, regulation, ordinance, order action, policy or common law;
- 10.2.3 That which is or becomes defined as hazardous waste, hazardous substances, pollutant or contaminant under any federal, state or local statute, regulation, ordinance or amendment thereto, including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and/or the Resource Conservation and Recovery Act (RCRA);

- 10.2.4 That which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or likewise hazardous and is or may become regulated by any governmental authority, agency, department, commission, board of instrumentality of the United States, the State of California or any political subdivision thereof;
  - 10.2.5 Substances present on or about the Leased Premises which cause or threaten to cause a nuisance thereupon or to adjacent properties or pose a hazard to the health and safety of persons on or about such property;
  - 10.2.6 Without limitation, substances containing gasoline, diesel fuel or other petroleum hydrocarbon;
  - 10.2.7 Without limitation, substances containing polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation.
- 10.3 Lessee will provide containers and be responsible for the collection and disposal of waste, oils and solvents generated by Lessee's or sublessees' activities.
- 10.4 In the event of spillage, leakage, or escape ("release") of any hazardous substances for any reason, Lessee shall immediately notify Director at 1(800) 675-4357(HELP), and make necessary repairs and erect necessary restraints and impoundments to prevent discharge into any property, channel, ocean drainage system or underground reservoirs. Lessee shall also promptly remove any and all hazardous substances that may have leaked, spilled or escaped and restore the Leased Premises and all other affected properties and/or facilities to their former condition or equivalent to Director's satisfaction, or as otherwise required by applicable law.

**SECTION 11**  
**ADDITIONAL OBLIGATIONS OF LESSEE**

- 11.1 Lessee may store aircraft components, equipment, parts, nonflammable and nonhazardous bulk liquids, scrap lumber, metal, machinery or other materials related to the conduct of its business on the Leased Premises, provided, however, that such storage shall be done only within a fully enclosed area screened from view. No storage may be done on any apron, ramp or taxiway, without prior written approval of the Manager.
- 11.2 Derelict aircraft, inoperative ground vehicles, unused ramp equipment, scaffolding, hoists and related items not regularly and routinely in use as part of Lessee's business shall not be kept on the Leased Premises unless such materials are maintained within a fully enclosed, permanent structure.
- 11.3 No portable structures are allowed to be placed or to remain on the Leased Premises. Portable structures include, but are not limited to, campers, recreational vehicles (RVs), trailers, portable hangars, storage containers, or like nonpermanent structures.
- 11.4 Violation of the requirements of these Sections 11.1, 11.2 and 11.3 shall be deemed a default if the condition has not been cured to the satisfaction of the Manager within thirty (30) days of posting of the property, or notice to Lessee to remove said stored equipment or materials.
- 11.5 Lessee shall conduct its operations hereunder in an orderly and proper manner, considering the nature of such operation so as not to unreasonably annoy, disturb, endanger or be offensive to others.
- 11.6 Further, Lessee shall take all reasonable measures not to produce on the Airport any disturbance that interferes with the operation by County or the Federal Aviation Administration of air navigational, communication or flight equipment on the Airport.

- 11.7 Lessee shall control the conduct and demeanor of its officers, agents, employees, invitees and, upon reasonable objection from Director or Manager concerning the conduct or demeanor of any such person, Lessee shall immediately take all lawful steps necessary to remove the cause of the objection.
- 11.8 Lessee shall comply with all applicable environmental, health and safety laws and requirements and any other federal, state or municipal laws, ordinances, rules, regulations and requirements. Lessee agrees to allow Director or Manager access to premises and records (upon at least 24 hours' advance written notice and during normal business hours, except in the case of emergency) to investigate compliance with all applicable laws...
- 11.9 Lessee shall comply with all written instructions of Director or Manager and applicable federal, state, and local laws, ordinances, and regulations in disposing of trash, garbage and other refuse. The frequency of removal thereof from the Airport premises shall, at all times, be subject to the rules, regulations and approval of Director or Manager. All disposal of trash, garbage, refuse and wastes shall be at regular intervals and at the expense of the Lessee.
- 11.10 Lessee shall not commit, nor permit to be done, anything which may result in the commission of a nuisance, waste, or injury on the Leased Premises.
- 11.11 Lessee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Leased Premises.
- 11.12 Lessee shall take measures to insure security in compliance with Federal Air Regulations and the Airport Security Plan.
- 11.13 Lessee shall not do, nor permit to be done, any act or thing upon the Leased Premises, which may constitute a hazardous condition so as to increase the risks attendant upon the operations permitted by the Lease.
- 11.14 Lessee shall use only a working supply of flammable liquids within any covered or enclosed portion of the Leased Premises. The term "working supply", as used in this subsection 11.14, shall mean the amount consumed by Lessee during any normal work day. Any other supplies of such liquids shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories.
- 11.15 Except for services permitted under Section 3 hereof to be performed by Lessee or Lessee's subcontractors, Lessee shall provide prompt written notice to Director or Manager of any person, firm or corporation performing aircraft maintenance work, flight instruction of any sort, air taxi, aircraft charter or aircraft leasing of any sort on the Leased Premises for commercial purposes without a valid permit from Director or Manager.
- 11.16 It is the intent of the Parties hereto that noise, including, but not limited to, noise caused by aircraft engine operation, shall be held to a minimum. To this end, Lessee will conduct its operations in such a manner as to keep the noise produced by aircraft engines and component parts thereof, or any other noise, to a minimum by the use of such methods or devices as are practicable, considering the extent and type of the operations of the Lessee, but in no event less than those devices or procedures that are required by federal, state or local law. In addition, Lessee shall use its best efforts to minimize prop or jet blast interference to aircraft operating on or to buildings, structures and roadways now located on, or which, in the future, may be located on areas adjacent to the Leased Premises.

**SECTION 12**  
**INGRESS AND EGRESS**

- 12.1 The Lessee shall have the right of ingress and egress to and from the Leased Premises and the public landing areas at the Airport by means of roadways and connecting taxiways, to be used in common with others having rights of passage thereon, except when the Airport is closed to the public.
- 12.2 The use of any such roadway or taxiway shall be subject to the Rules and Regulations of the Airport which are now in effect or which may hereafter be promulgated. County may, at any time, temporarily or permanently, close or consent to or request the closing of any such roadway or taxiway and any other way at, in or near the Leased Premises, presently or hereafter used as such, so long as a reasonable means of ingress and egress as provided above remains available to the Lessee. The Lessee hereby releases and discharges County and Manager, their officers, employees and agents, and their respective successors and assigns, of and from any and all claims, demands, or causes of action which the Lessee may now, or at any time hereafter, have against any of the foregoing, arising or alleged to arise out of the closing of any street, roadway or other area, provided that a reasonable means of access to the Leased Premises remains available to the Lessee, whether within the Leased Premises or outside the Leased Premises at the Airport, unless otherwise mandated by safety considerations or lawful exercise of police power. The Lessee shall not do, or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Leased Premises or in any streets or roadways near the Leased Premises.

**SECTION 13**  
**INSURANCE, DAMAGE, OR DESTRUCTION**

- 13.1 Lessee, and all of its tenants and sublessees, shall maintain, at a minimum, the applicable coverage and limits of insurance set forth in the Minimum Standards, as may be amended by County from time to time, included with this Lease as Exhibit F.
- 13.2 To safeguard the interests of County and Manager, the Lessee, at its sole cost and expense, shall procure and maintain, throughout the term of this Lease, insurance protection for "all risk" coverage on the structure and improvements, including the aviation fuel storage facility described in Exhibit C, of which the Leased Premises is a part, to the extent of One Hundred Percent (100%) of the actual replacement cost thereof, with insurance companies licensed to do business in the State of California. If said insurance company becomes financially incapable of performing under the terms of said policy, the Lessee shall promptly obtain a new policy issued by a financially responsible carrier and shall submit such new policy, as previously provided.
- 13.2.1 The above-stated property insurance shall name County and Manager as Additional Insureds, provide thirty (30) days' written notice of cancellation or material change by registered mail to the Office of the Airport Manager, and have a deductible amount not to exceed Ten Thousand Dollars (\$10,000.00) per occurrence.
- 13.2.2 The Lessee shall provide a copy of the above-stated property insurance policy to the Office of the Airport Manager within seven (7) days of the Commencement Date of this Lease. Upon the failure of the Lessee to maintain such insurance as above provided, County, at its option, may take out such insurance and charge the cost thereof to Lessee with the next installment of the monthly fee due hereunder, or may declare a default hereunder pursuant to Section 23 herein.
- 13.3 In the event any improvements, insurable or uninsurable, on the Leased Premises are damaged or destroyed (except damage or destruction caused by Lessee as set forth in Section 13.6 hereof) to the extent they are unusable by Lessee for the purposes for which they were used prior



to such damage, or same are destroyed, Lessee shall promptly repair, rebuild, or replace the damaged or destroyed portion of the Leased Premises as they were immediately prior to such casualty, except for requirements of construction codes, which shall be as of the time of repair or replacement.

- 13.4 In the event of damage or destruction to any of the Improvements upon the Leased Premises, County shall have no obligation to repair or rebuild the improvements or any fixtures, equipment or other personal property installed by Lessee pursuant to this Lease. Upon the failure of Lessee to repair or rebuild, County may, as agent of the Lessee, repair or rebuild such damage or destruction at the expense of Lessee, which expense shall be due and payable on demand.
- 13.5 Upon completion of all the work, the Lessee shall certify in writing that such rebuilding and repairs have been completed, that all costs in connection therewith have been paid by the Lessee, that said costs are fair and reasonable, and that said certification shall also include an itemization of costs. If the insurance proceeds are not sufficient, the Lessee agrees to bear and pay the deficiency. Nothing contained herein shall be deemed to release the Lessee from any of its repair, maintenance or rebuilding obligations under this Lease.
- 13.6 Lessee shall, at its expense, repair and replace any and all fixtures, equipment and other personal property necessary to properly and adequately continue its Airport business on the Airport, but in no event shall Lessee be obligated to provide equipment and fixtures in excess of those existing prior to such damage or destruction. During such period of repair or reconstruction, but not to exceed a period of six (6) months, the rentals provided for elsewhere herein shall be proportionately abated during the period from the date of such damage, destruction or loss until the same is repaired, replaced, restored or rebuilt, provided Lessee does not use said damaged Leased Premises or the location thereof for any purposes other than the repair or rebuilding of same. Such abatement shall not exceed the actual time required for arranging for and the doing of such work. The proportional amount of reduction of rentals will be directly related to the percent of Airport business adversely affected. Lessee agrees that such work will be promptly commenced and prosecuted to completion with due diligence, subject to delays beyond Lessee's control.
- 13.7 In the event the Improvements on the Leased Premises are damaged or destroyed by fire or other cause by reason of any negligent act or omission of the Lessee or its employees, this Lease shall continue in full force and effect, notwithstanding the provisions of Sections 13.3, 13.4, 13.5 and 13.6 hereof, and the Lessee shall repair or rebuild the Improvements so damaged or destroyed, at Lessee's own cost and expense, in a good workmanlike manner to the same standards existing at the time of the casualty, subject to applicable building codes existing at the time of repair or rebuilding.
- 13.8 Notwithstanding anything to the contrary above, in the event more than 25% of improvements of the Leased Premises are damaged or destroyed, and such damage is not covered by the "all risk" property insurance required by Section 13.2 above, or occurs within the last year of the term of the lease, Lessee may, in its sole and absolute discretion, elect to terminate this Lease by providing written notice to County within (60) days after the occurrence of such damage or destruction.

#### **SECTION 14** **LIABILITIES AND INDEMNITIES**

- 14.1 Indemnification provisions of this document are intended to apply to the California Environmental Response, Compensation and Liability Act (CERCLA) as well as to liability under the California Health and Safety Code.
- 14.2 Lessee agrees to indemnify, defend, release, save and hold harmless County and Manager, and their officials, employees, officers, districts and agents (collectively, "Indemnified Parties" or

singularly, "Indemnified Party") from and against all claims, actual damages (including, without limitation, special and consequential damages), injuries, costs, response costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal and administrative proceedings, interest, fines, incremental increases in subsequent fine levels solely due to the activities covered by this Indemnification, charges, penalties and expenses (including, without limitation, reasonable attorneys', engineers', consultants' and expert witness' fees and costs incurred in defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by any Indemnified Party, directly or indirectly arising from, or attributable to, the activity of Lessee, except to the extent of County's or Manager's negligence.

- 14.3 In addition to Lessee's undertaking, as stated in this Section 14, and as a means of further protecting the County, Manager, and their respective officers, agents, servants, contractors and employees, Lessee shall, at all times, during the term of this Lease obtain and maintain in effect Public Liability and Automotive Liability Insurance coverage as set forth in Exhibit B attached hereto and made a part hereof. In this connection, Lessee agrees to require its contractors doing work on the Airport, and Lessee's tenants and sublessees, to carry adequate insurance coverage, and if Lessee so desires, it may accomplish same by an endorsement to Lessee's policies to include such persons or Parties as additional named insureds. The County reserves the right to increase the minimum liability insurance set forth in Exhibit B when, in the County's Risk Manager's opinion, the risks attendant to Lessee's operations hereunder have increased.
- 14.4 The Lessee represents that it is the owner of, or fully authorized to use, any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under, or in anywise connected with, this Lease. The Lessee agrees to save and hold County, Manager, their officers, employees, agents, contractors and representatives free and harmless of, and from, any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Lessee under, or in anywise connected with, this Lease.
- 14.5 The Lessee represents and warrants that no broker has been concerned on its behalf in the negotiation of this Lease, and that there is no such broker who is, or may be entitled to be, paid a commission in connection therewith. The Lessee shall indemnify, defend, save and hold harmless County and Manager of, and from, any claim for commission or brokerage made by any such broker when such claim is based, in whole or in part, upon any act or omission of the Lessee.
- 14.6 If, for any reason, Lessee shall neglect or fail to insure, or cause to insure and keep insured, those policies applicable per the Minimum Standards and those shown on Exhibit B required by this Lease, or to pay the premiums therefore, County or Manager may, at their option, procure or renew such insurance and pay the premiums thereon. Any amount paid for said insurance by County or Manager shall become immediately due and payable by Lessee to County or Manager. The premiums paid by County or Manager shall accrue simple interest at a rate of one-and-one-half percent (1.5%) per month until paid in full by the Lessee.

**SECTION 15**  
**RULES AND REGULATIONS AND MINIMUM STANDARDS**

- 15.1 From time to time, County may adopt and enforce rules and regulations and minimum standards with respect to the occupancy and use of the Airport. Lessee agrees to observe and obey any and all rules and regulations, minimum standards, and all other federal, state and municipal rules, regulations and laws, and to require its officers, agents, employees, contractors, suppliers, tenants, sublessees, and invitees to observe and obey the same. Director or Manager reserves the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or refuses to obey and comply with such rules, regulations, minimum standards or laws. Lessee

hereby acknowledges receipt of a current copy of such County Rules and Regulations and Minimum Standards, attached as Exhibits E and F.

**SECTION 16**  
**SIGNS**

- 16.1 Lessee shall have the right to install and maintain one or more signs on the Leased Premises identifying it and its operations, provided, however, the subject matter, type, design, number, location and elevation of such signs, and whether lighted or unlighted, shall be subject to, and in accordance with, the written approval of Director or Manager, and said approval shall not be unreasonably withheld. No sign will be approved that may be confusing to aircraft pilots or automobile drivers or other traffic, or which fails to conform to the architectural scheme of the Airport or meet the requirements of County.

**SECTION 17**  
**ASSIGNMENT AND SUBLEASE**

- 17.1 Subject to Section 9 above, Lessee covenants and agrees that it will not sell, convey, transfer, mortgage, pledge or assign this Lease or any part thereof, or any rights created thereby, without the prior written consent of Director, whose consent shall not be unreasonably withheld, provided, however, Lessee may assign this lease without the County's consent to any entity which is controlled directly or by Lessee.
- 17.2 Any attempted assignment or transfer of this Lease, or any rights of Lessee hereunder, without the consent of Director, shall entitle County at its option to forthwith cancel this Lease.
- 17.3 Any assignment of this Lease, approved and ratified by Director, shall be on the condition that the assignee accepts and agrees, in writing, to all of the terms, conditions and provisions of this Lease, and agrees to accept and discharge all of the covenants and obligations of Lessee hereunder, including, but not limited to, the payment of all sums due, and to become due by Lessee under the terms hereof.
- 17.4 Subject to all of the terms and provisions hereof, Lessee may, without the prior written consent of Director, sublet a portion or portions of the Leased Premises to a person, partnership, firm or corporation, for the purpose of aircraft storage, provided that the term of the sublease does not exceed sixty (60) months, and the name, address, phone number and plane type and tail number are supplied to the Manager.
- 17.5 No consent by Director to assignment or subleasing by Lessee of portions of the Leased Premises shall, in any way, relieve Lessee of any of its obligations to County set forth or arising from this Lease, and a termination of Lessee's rights hereunder shall ipso facto terminate all subleases.
- 17.6 Any assignment or sublease shall require Lessee to provide to Director and Manager the following sublessee information: Tenant name, address, phone/fax number, email address, plane type, tail number, proposed use, and financial statement.
- 17.7 No consent to subleasing by the Lessee to a person, corporation or partnership conducting any business for profit derived from activities at the Airport shall be granted by Director without a duly executed Commercial Operator Permit between Director or Manager and the sublessee, which Commercial Operator Permit shall not be unreasonably withheld, and shall be on terms similar to other Commercial Operator Permits being issued by the County at that time.
- 17.8 If the Lessee assigns, sells, conveys, transfers, mortgages, or pledges this Lease or sublets any portion of the Leased Premises in violation of the foregoing provisions of this Section 17, or if the Leased Premises are occupied by anyone other than the Lessee in violation of this Section 17,

County or Manager may collect from any assignee, sublessee or anyone who claims a right to this Lease or who occupies the Leased Premises, any charges or fees payable by it and may apply the net amount collected to the rents herein reserved; and no such collection shall be deemed a waiver by County of the agreements contained in this Section 17 nor of acceptance by County of any assignee, claimant or occupant, nor as a release of the Lessee by County from the further performance by the Lessee of the agreements contained herein.

- 17.9 For the purposes of this Section 17, any assignment of stock by merger, consolidation or liquidation, or any change in the ownership of, or power to vote, a majority of the outstanding voting stock of Lessee from owners of such stock, or those controlling the power to vote such stock on the date of this Lease, shall be considered an assignment.

**SECTION 18**  
**CONDEMNATION**

- 18.1 In the event that the Leased Premises or any material part thereof shall be condemned and taken by authority of eminent domain for any purpose during the term of this Lease, rentals for that portion of the Leased Premises so taken shall be abated from the date that Lessee is dispossessed therefrom; provided, however, if the remaining portion of the Leased Premises is insufficient for Lessee's operations authorized hereunder, Lessee may terminate this Lease and all of its rights and unaccrued obligations hereunder effective as of the date it is dispossessed of the condemned portion (or effective as of any date thereafter and within ninety (90) days of the date of such dispossession) by giving Director thirty (30) days' written notice of such termination.

**SECTION 19**  
**NON-DISCRIMINATION**

- 19.1 The Lessee, for it, its 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 Leased Premises for a purpose for which a United States Government program or activity is extended, 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, Department of Transportation, 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.
- 19.2 The Lessee, for itself, its 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 the Leased Premises; (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 subjected to discrimination; and (3) that the Lessee shall use the Leased 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, 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.
- 19.3 In this connection, County reserves the right to take whatever action it might be entitled by law to take in order to enforce this provision. This provision is to be considered as a covenant on the part of the Lessee, a breach of which, continuing after notice by Director to cease and desist, will constitute a material breach of this Lease and will entitle County, at its option, to exercise its right of termination as provided for herein, or take any action that it deems necessary to enforce compliance herewith.

- 19.4 The Lessee shall include the foregoing provisions in every agreement or concession pursuant to which any person or persons, other than the Lessee, operates any facility at the Leased Premises providing service to the public, and shall include thereon a provision granting County a right to take such action as the United States may direct to enforce such covenant.
- 19.5 The Lessee shall indemnify, defend, release, save and hold harmless County, Manager, and their officers, agents, servants and employees from any and all claims and demands of third persons including the United States of America resulting from the Lessee's noncompliance with any of the provisions of this Section 19, and the Lessee shall reimburse County or Manager for any loss or expense incurred by reason of such noncompliance.

**SECTION 20**  
**GOVERNMENTAL REQUIREMENTS**

- 20.1 The Lessee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Lessee's operations at the Leased Premises which may be necessary for the Lessee's operations thereat.
- 20.2 The Lessee shall pay all taxes, license, certification, permit and examination fees and excise taxes which may be assessed, levied, exacted or imposed on the Leased Premises or operation hereunder, or on the gross receipts or income to Lessee therefrom, including any possessory right which Lessee may have in or to Leased Premises covered hereby or Improvements thereon by reason of its possessory rights, use or occupancy thereof, and shall make all applications, reports and returns required in connection therewith. Lessee shall be solely responsible for the payment of such taxes, assessments, fees or charges. In the event any such taxes or assessments described in this Section 20 are charged to Manager, Manager shall notify Lessee in writing of the amount due, and Lessee shall pay Manager said amount within thirty (30) days of such notice. In the event of failure to pay said taxes before delinquency and/or pay Manager the required amount within thirty (30) days, County or Manager may elect to treat such failure as a material breach of this Lease by Lessee.

**SECTION 21**  
**RIGHTS OF ENTRY RESERVED**

- 21.1 County and Manager, by their officers, employees, agents, representatives and contractors, shall have the right at all reasonable times to enter upon the Leased Premises for any and all purposes, provided such action by County or Manager, their officers, employees, agents, representatives and contractors does not unreasonably interfere with the Lessee's use, occupancy, or security requirements of the Leased Premises. Except in the case of an emergency, the County shall give Lessee at least 24 hours' advance written notice prior to entering any buildings of Lessee located on the Leased Premises.
- 21.2 Without limiting the generality of the foregoing, County, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right, at its own cost and expense, whether for its own benefit, or for the benefit of others than the Lessee at the Airport, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Leased Premises at all reasonable times to make such repairs, replacements or alterations thereto, as may, in the opinion of County, be deemed necessary or advisable, and from time to time to construct or install over, in or under the Leased Premises such systems or parts thereof, and in connection with such maintenance use the Leased Premises for access to other parts of the Airport otherwise not conveniently accessible, provided, however, that in the exercise of such right of access, repair, alteration or new construction, County shall not unreasonably interfere with the actual use and occupancy of the Leased Premises by the Lessee. It is specifically understood and agreed that the reservation of the aforesaid right by County shall not impose or be construed to impose upon County any obligation to repair, replace or alter any

utility service lines now or hereafter located on the Leased Premises for the purpose of providing utility services only to the Leased Premises.

- 21.3 In the event that any personal property of Lessee shall obstruct the access of County, its officers, employees, agents or contractors, or the utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Lessee shall move such property, as directed by Director, Manager or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Lessee shall fail to so move such property after direction from Director, Manager or said utility company to do so, Director, Manager or the utility company may move it, and the Lessee hereby agrees to pay the cost of such moving upon demand, and further Lessee hereby waives any claim for damages as a result therefrom, except for claims for damages arising from County's or Manager's sole negligence.
- 21.4 Exercise of any or all of the foregoing rights, by County, or others under right of County, shall not be, nor be construed to be, an eviction of Lessee, nor be made the grounds for any abatement of rental nor any claim or demand for damages, consequential or otherwise.

## **SECTION 22** **ADDITIONAL RENTS AND CHARGES**

- 22.1 Except as provided in Section 7.3 (b), in the event Lessee fails within thirty (30) days after receipt of written notice from Director or Manager to perform, or commence to perform, any obligation required herein to be performed by Lessee, Director or Manager may enter the Leased Premises (without such entering causing or constituting a cancellation of this Lease or an interference with the possession of such Leased Premises by Lessee) and do all things reasonably necessary to perform such obligation, charging to Lessee the cost and expense thereof, and Lessee agrees to pay to County or Manager upon demand such charge in addition to other amounts payable by Lessee hereunder. Provided, however, that if Lessee's failure to perform any such obligation endangers the safety of the public or employees or property of County, or other tenants of the Airport, and Director or Manager so states in its notice to Lessee, County or Manager may perform such obligation of Lessee at any time after the giving of such notice, and charge to the Lessee the reasonable cost and expense thereof, which Lessee shall pay upon demand.
- 22.2 If County or Manager elects to pay any sum or sums or incur any obligation or expense by reason of the failure, neglect or refusal of Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Lease, or as the result of any act or omission of Lessee contrary to said conditions, covenants or agreements, Lessee hereby agrees to pay the sum or sums so paid or expense so incurred by County or Manager as the result of such failure, neglect or refusal of Lessee, including interest, not to exceed the prime rate plus 2% as published by the *Wall Street Journal*, together with all costs, damages and penalties, such interest to accrue if Lessee fails to pay such amount owing to the County within 15 days after receipt of an invoice or notice from the County concerning such expense. In such event, the total of such amounts may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent recoverable by County or Manager in the same manner and with like remedies as if it were originally a part of the rent provided for in this Lease.

## **SECTION 23** **DEFAULT; TERMINATION BY COUNTY**

- 23.1 In the event of a default on the part of Lessee in the payment of rents, or any other charges required by this Lease to be paid to County or Manager, Director or Manager shall give written notice to Lessee (and any lenders of Lessee that the County or Manager has received notice of) of such default, and demand the cancellation of this Lease, or the correction thereof. If, within thirty (30) days after the date Director or Manager gives such notice, Lessee (or Lessee's lender)

has not corrected said default and paid the delinquent amount in full, this Lease and all rights and privileges granted hereby in and to the Leased Premises shall terminate, with County's approval.

- 23.2 Payment by Tenant; Non-Waiver. County's or Manager's acceptance of rent (including, without limitation, through any "lockbox") following a notification of Default shall not waive County's or Manager's rights regarding such Default. No waiver by County or Manager of any violation or breach of any of the terms contained herein shall waive County's or Manager's rights regarding any future violation of such terms. County's or Manager's acceptance of any partial payment of rent shall not waive County's or Manager's rights with regard to the remaining portion of the rent that is due, regardless of any endorsement or other statement on any instrument delivered in payment of rent or any writing delivered in connection therewith; accordingly, County's or Manager's acceptance of a partial payment of rent shall not constitute an accord and satisfaction of the full amount of the rent that is due.
- 23.3 This Lease, together with all rights and privileges granted in and to the Leased Premises, shall terminate automatically, upon the happening of any one or more of the following events:
- 23.3.1 The filing of Lessee of a voluntary petition in bankruptcy, or any assignment for benefit of creditors of all or any part of Lessee's assets; or,
- 23.3.2 Any institution of proceedings in bankruptcy against Lessee; provided, however, that the Lessee may defeat such termination if the petition is dismissed within sixty (60) days after the institution thereof; or,
- 23.3.3 The filing of a petition requesting a court to take jurisdiction of Lessee or its assets under the provisions of any Federal reorganization act; provided, however, that the Lessee may defeat such termination if the petition is dismissed within sixty (60) days after the institution thereof; or
- 23.3.4 The filing of a request for the appointment of a receiver or trustee of Lessee's assets by a court of competent jurisdiction, or the request for the appointment of a receiver or trustee of Lessee's assets by a voluntary agreement with Lessee's creditors; provided, however, that the Lessee may defeat such termination if the petition is dismissed within sixty (60) days after the institution thereof; or,
- 23.3.5 The abandonment by Lessee of the conduct of its authorized Airport business at the Airport, and in this connection suspension of operations for a period of thirty (30) days will be considered abandonment in the absence of a satisfactory explanation which is accepted in writing by Director, unless said abandonment is necessitated by the occurrence of a natural disaster, or casualty, or event which renders the premises unfit for occupation or its intended purpose.
- 23.4 Upon the default by Lessee in the performance of any covenant or conditions required to be performed by Lessee, and the failure of Lessee to remedy such default for a period of thirty (30) days after receipt of written notice from Director or Manager to remedy the same (except as otherwise provided in Section 7.3 (b) above) and, except default in the timely payment of any money due County or Manager, County shall have the right to cancel this Lease for such cause.
- 23.5 Upon the default of Lessee, and the giving of notice by Director or Manager to cancel this Lease as provided for elsewhere herein, said notice of cancellation shall be final; provided, however, that if Lessee is diligently remedying such default to completion, said notice of cancellation shall be held in abeyance. If, however, Director or Manager determines that such default is no longer being diligently remedied to conclusion, Director or Manager shall so advise Lessee in writing, and said notice of cancellation shall no longer be held in abeyance for any reason and shall become final without further notice to Lessee.

- 23.6 Upon the cancellation or termination of this Lease for any reason, all rights of the Lessee, tenants and any other persons in possession shall terminate, including all rights or alleged rights of creditors, trustees, assigns, and all others similarly so situated as to the Leased Premises. Upon said cancellation or termination of this Lease for any reason, the Leased Premises, except for such personal property which may be removed from said Leased Premises as provided for elsewhere herein, shall be free of all encumbrances and all claims of Lessee, its tenants, creditors, trustees, assigns and all others, and County shall have immediate right of possession to the Leased Premises.
- 23.7 Failure by County, Director or Manager to take any authorized action upon default by Lessee of any of the terms, covenants or conditions required to be performed, kept and observed by Lessee shall not be construed to be, nor act as, a waiver of said default nor of any subsequent default of any of the terms, covenants and conditions contained herein to be performed, kept and observed by Lessee. Acceptance of rentals by County or Manager under the terms hereof, for any period or periods after a default by Lessee of any the terms, covenants and conditions herein required to be performed, kept and observed by Lessee shall not be deemed a waiver or estoppel of any right on the part of Director or Manager to cancel this Lease for any subsequent failure by Lessee to so perform, keep or observe any of said terms, covenants or conditions.

**SECTION 24**  
**TERMINATION BY LESSEE**

- 24.1 In addition to any other right of cancellation herein given to Lessee, or any other rights to which it may be entitled to by law, equity or otherwise, as long as Lessee is not in default in payment to County or Manager of any amounts due County or Manager hereunder this Lease, Lessee may cancel this Lease and thereby terminate all of its rights and unaccrued obligations hereunder, by giving County and Manager written notice upon or after the happening of the following events:
- 24.1.1 Issuance by a court of competent jurisdiction of an injunction which, in any way, substantially prevents or restrains the use of the Leased Premises, or any part thereof necessary to Lessee's business operations on the Airport, and which injunction remains in force for a period of at least thirty (30) days after the Party against whom the injunction has been issued has exhausted or abandoned all appeals, or one hundred twenty (120) days, whichever is shorter, if such injunction is not necessitated by or issued as a result of an act or omission of Lessee; or,
- 24.1.2 The assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and its facilities, or any substantial part thereof, in such a manner as substantially to restrict Lessee from operating its authorized Airport business for a continuous period of at least ninety (90) days.

**SECTION 25**  
**SURRENDER AND RIGHT OF RE-ENTRY**

- 25.1 Upon the cancellation or termination of this Lease pursuant to any terms hereof, Lessee agrees peaceably to surrender up the Leased Premises to County or Manager in the same condition as they are at the time of the commencement of the term hereof, and as they may hereafter be repaired and improved by Lessee; save and except: (a) such normal wear and tear thereof as could not have been prevented by ordinary and usual repairs and maintenance; (b) obsolescence in spite of repair; and (c) damage to, or destruction of, the leasehold Improvements for which insurance proceeds are received by County. Upon such cancellation or termination, County or Manager may re-enter and repossess the Leased Premises together with all Improvements and additions thereto, or pursue any remedy permitted by law for the enforcement of any of the provisions of this Lease, at County's election. Furthermore, upon such cancellation or termination, and for a reasonable time thereafter (not exceeding thirty (30) days after such cancellation or termination, and for which period Lessee will pay to County or Manager current Lease rentals), or



during the term of this Lease, Lessee shall have the right to remove its personal property, fixtures and trade equipment which it may have on the Leased Premises, provided the removal thereof does not impair, limit or destroy the utility of said Leased Premises or building for the purpose for which they were constructed or improved, and provided further, that Lessee repairs all damages that might be occasioned by such removal, and restores the building and site to the condition above required.

- 25.2 Upon cancellation or termination of this Lease Lessee shall have no obligation to demolish or remove the Improvements described in Exhibit C.

**SECTION 26**  
**SERVICES TO LESSEE**

- 26.1 County covenants and agrees that, during the term of this Lease, it will operate the Airport as such for the use and benefit of the public, provided, however, that County may prohibit or limit any given type, kind, or class of aeronautical use of the Airport, if such action is necessary for the safe operation of the Airport, or necessary to serve the civil aviation needs of the public. County further agrees to use its best efforts to maintain the runways and taxiways in good repair. County agrees to keep in good repair hard-surfaced public roads for access to the Leased Premises. County agrees to take reasonable measures for security at the Airport.
- 26.2 Lessee will contract with the furnishers of all utilities for the furnishing of such services to the Leased Premises and shall pay for all water, gas, electricity, sanitary sewer service, other utilities, telephone, and burglary and fire protection services furnished to the Leased Premises.
- 26.3 Lessee will also contract with the furnishers of all other utilities and services they may require for the furnishing of such services to the Leased Premises and shall pay for all other utilities and services.

**SECTION 27**  
**SURVIVAL OF THE OBLIGATIONS OF THE LESSEE**

- 27.1 In the event that the Lease shall have been terminated in accordance with a notice of termination as provided in Section 23 hereof, all the obligations of the Lessee under this Lease shall survive such termination, re-entry, regaining or resumption of possession, and shall remain in full force and effect for the full term of this Lease, and the amount or amounts of damages or deficiencies shall become due and payable to County or Manager to the same extent, at the same time or times, and in the same manner, as if no termination, re-entry, regaining or resumption of possession had taken place. County or Manager may maintain separate actions each month to recover the damage or deficiency then due, or at its option, and at any time may sue to recover the full deficiency less the proper discount, for the entire unexpired term of the Lease.
- 27.2 The amount of damages for the period of time subsequent to termination (or re-entry, regaining or resumption of possession), on account of the Lessee's rental obligations, shall be the sum of the following:
- 27.2.1 The amount of the total of all installments thereof payable prior to the effective date of termination, except that the credit to be allowed for the installment payable on the first (1st) day of the month in which the termination is effective shall be prorated for the part of the month the Lease remains in effect, on the basis of the total days in the month;
- 27.2.2 An amount equal to all expenses incurred by County or Manager in connection with regaining possession, restoring the Leased Premises, acquiring a new lease for the Leased Premises, legal expenses (including, but not limited to, attorney's fees), putting the Leased Premises in order, maintenance and brokerage fees;

27.2.3 An amount equal to any deficiency for the remaining term of the Lease, computed in accordance with the provisions of Section 27.2.1.

**SECTION 28**

**USE SUBSEQUENT TO CANCELLATION OR TERMINATION**

- 28.1 County, upon termination or cancellation pursuant to Section 23 hereof, may occupy the Leased Premises or may enter into an agreement with another lessee and shall have the right to permit any person, firm or corporation to enter upon the Leased Premises and use the same. Such use may be of part only of the Leased Premises, or of the entire Leased Premises, together with other premises, and for a period of time the same as, or different from, the balance of the term hereunder remaining, and on terms and conditions the same as, or different from, those set forth in this Lease.
- 28.2 County shall also, upon said termination or cancellation, or upon re-entry, regaining or resumption of possession, have the right to repair and to make structural or other changes in the Leased Premises, including changes which alter its character and the suitability thereof for the purpose of the Lessee under this Lease, without affecting, altering or diminishing the obligations of the Lessee hereunder, provided that any structural changes shall not be at Lessee's expense.
- 28.3 In the event, either of use by others or of any actual use and occupancy by County, there shall be credited to the account of the Lessee against its survived obligations hereunder, any net amount remaining after deducting from the amount actually received from any lessee, licensee, permittee or other occupier in connection with the use of the said Leased Premises or portion thereof during the balance of the term of use and occupancy as the same is originally stated in this Lease, or from the market value of the occupancy of such portion of the Leased Premises as County may itself during such period actually use and occupy, all expenses, costs and disbursements incurred or paid by County in connection therewith. No such use and occupancy shall be, or be construed to be, an acceptance of a surrender of the Leased Premises, nor shall such use and occupancy constitute a waiver of any rights of County hereunder. County will use its best efforts to minimize damages to Lessee and mitigate County's damages under Sections 27 and 28.

**SECTION 29**

**LIMITATION OF RIGHTS AND PRIVILEGES GRANTED**

- 29.1 Except the exclusive right of Lessee to possession of the Leased Premises, no exclusive rights at the Airport are granted by this Lease and no greater rights or privileges with respect to the use of the Leased Premises or any part thereof are granted, or intended to be granted, to the Lessee by this Lease, or by any provision thereof, than the rights and privileges expressly and specifically granted hereby.

**SECTION 30**

**NOTICES**

- 30.1 All notices, consents and approvals required or desired to be given by the Parties hereto shall be sent in writing, and shall be deemed sufficiently given when same is: (i) delivered personally, by messenger, by courier or by Process Server; or (ii) deposited in the United States Mail, sufficient postage prepaid, registered or certified mail, with return receipt requested, addressed to the recipient at the address set forth below:

To County of Los Angeles: Chief, Aviation Division  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

To Manager: Airport Manager  
San Gabriel Valley Airport  
4233 Santa Anita Avenue  
El Monte, CA 91731

With copy to: President  
American Airports Corporation  
2425 Olympic Boulevard, Suite 650 East  
Santa Monica, CA 90404

To Lessee: UAA International, Inc.  
dba Billion Air Aviation  
4233 Santa Anita Avenue, Unit 7  
El Monte, CA 91731  
Attention: Mr. Majid Khatib  
(626) 454-5254 Office  
(626) 390-1590 Mobile  
mkpilot@universalairacademy.com

- 30.2 Such addresses shall be subject to change from time to time to such other addresses as may have been specified in written notice given by the intended recipient to sender.

**SECTION 31**  
**HOLDING OVER**

- 31.1 No holding over by Lessee after the termination of this Lease shall operate to extend or renew this Lease for any further term whatsoever, but Lessee will, by such holding over, become the tenant-at-will of County after written notice by Director or Manager to vacate such premises; and continued occupancy thereof by Lessee shall constitute Lessee a trespasser.
- 31.2 Any holding over by Lessee beyond the thirty (30)-day period permitted for removal of fixtures without the written consent of Director or Manager shall make the Lessee liable to County or Manager for damages equal to 200% of the prevailing rent in effect at the termination of the Lease, or the market rent of the Leased Premises plus any Improvements, whichever is greater.
- 31.3 All insurance coverage that Lessee is required under the provisions hereof to maintain in effect shall continue in effect for so long as Lessee or any of Lessee's sublessees or tenants occupies the Leased Premises or any part thereof.

**SECTION 32**  
**INVALID PROVISIONS**

- 32.1 The invalidity of any provisions, sections, paragraphs, portions, or clauses of this Lease shall have no effect upon the validity of any other part or portion hereof, so long as the remainder shall constitute an enforceable Lease.

**SECTION 33**  
**MISCELLANEOUS PROVISIONS**

- 33.1 Remedies to be Nonexclusive.  
All remedies provided in this Lease shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other, or of any other remedy available to County, or Lessee, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

- 33.2 Non-Waiver of Rights.  
The failure by either Party to exercise any right or rights accruing to it by virtue of the breach of any covenant, condition or agreement herein by the other Party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other Party, nor shall other Party be relieved thereby from its obligations under the terms hereof.
- 33.3 Force Majeure.  
Neither Party shall be deemed in violation of this Lease if it is prevented from performing any of its obligations hereunder by reason of labor disputes, inability to procure materials, acts of God, acts of war, acts of the public enemy, acts of superior governmental authority or other circumstances for which it is not responsible or which is not in its control, provided, however, that this Section shall not excuse Lessee from paying the rentals herein specified.
- 33.4 Nonliability of Individuals.  
No director, officer, official, agent or employee of either Party hereto shall be charged personally or held contractually liable by, or to, the other Party under any term or provision of this Lease, or of any supplement, modification or amendment to this Lease because of any breach thereof, or because of his or their execution or attempted execution of the same.
- 33.5 Quiet Enjoyment.  
County covenants that as long as Lessee is not in default of any provision of this Lease, Lessee shall and may peaceably and quietly have, hold and enjoy the Leased Premises exclusively to it during the term hereof unless sooner canceled, as provided in this Lease.
- 33.6 Estoppel Certificate.  
Within ten (10) business days after request, each party agrees to deliver to the requesting party an estoppel certificate covering such information concerning this lease as the requesting party may reasonably request.
- 33.7 General Provisions.  
Lessee shall not use, or permit the use of, the Leased Premises, or any part thereof, for any purpose or use other than those authorized by this Lease.
- 33.8 This Lease shall be performable and enforceable in Los Angeles County, California, and shall be construed in accordance with the laws of the State of California.
- 33.9 This Lease is made for the sole and exclusive benefit of County, Manager and Lessee, their successors and assigns, and is not made for the benefit of any Third Party.
- 33.10 In the event of any ambiguity in any of the terms of this Lease, it shall not be construed for or against any Party hereto on the basis that such Party did or did not author the same.
- 33.11 All covenants, stipulations and agreements in this Lease shall extend to and bind each Party hereto, its legal representatives, successors and assigns.
- 33.12 The titles of the several sections of this Lease are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.
- 33.13 Opportunity for Counsel.  
The Parties have read and understand the contents of this Lease, have had the opportunity to have the counsel of their choice review this Lease, and have been advised of such opportunity.
- 33.14 Authority.  
The persons signing this Lease hereby warrant that they have full authority to sign this Lease on behalf of the respective parties.

- 33.15 Nothing herein contained shall create or be construed to creating a co-partnership between County or Manager and the Lessee or to constitute the Lessee an agent of County or Manager. County, Manager and the Lessee each expressly disclaim the existence of such a relationship between them.
- 33.16 County Lobbyist Ordinance.  
Each County lobbyist, as defined in Los Angeles County Code Section 2.160.010, retained by Lessee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist, retained by Lessee, to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Lease, upon which County may immediately terminate or suspend this Lease.
- 33.17 Anytime this lease requires a consent or approval of County or Lessee, such consent or approval shall not be unreasonably withheld or delayed, except where otherwise expressly provided. Whenever this lease grants County or Lessee a right to take action, grant consent, grant approval, exercise discretion, or make an allocation, judgment or determination, County or Lessee shall act reasonably and in good faith.
- 33.18 Directory  
In the event County publishes or prints a directory listing tenants at the Airport (whether in the form of a booklet, flier, electronic format or otherwise), Tenant shall be included in such directory. If the County erects a monument sign or pylon at the airport which includes a tenant directory, County agrees to allow Tenant to be listed on the directory sign consistent with other tenants at the Airport.
- 33.19 Unleaded Aviation Gasoline  
Upon Federal Aviation Administration (FAA) fleet wide approval of an unleaded aviation gasoline to replace 100LL for piston-engine aircraft and its availability in the marketplace, Lessee shall cease its storage and sale of 100LL and make all arrangements to store and provide such unleaded aviation gasoline on a retail basis at the Airport. Additionally, Lessee shall demonstrate on an annual basis its support for FAA and aviation industry initiatives to make available an unleaded aviation gasoline to replace 100LL.

**SECTION 34**  
**SUBORDINATION CLAUSES**

- 34.1 This Lease is subject and subordinate to the following:
- 34.1.1 County reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance by or on behalf of Lessee.
- 34.1.2 County reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of County, would limit the usefulness of the Airport or constitute a hazard to aircraft.
- 34.1.3 This Lease is, and shall be, subordinate to the provisions of existing and future agreements between County and the United States relative to the operation or maintenance of the Airport, the execution of which has been, or may be required as, a condition precedent to the obtaining or expenditure of federal funds for the benefit of the Airport.
- 34.1.4 During the time of war or national emergency, County shall have the right to lease all or any part of the landing area or of the Airport to the United States for military or naval use,

and if any such lease is executed, the provisions of this Lease insofar as they may be inconsistent with the provisions of such lease to the Government, shall be suspended, but such suspension shall not extend the term of this Lease. Abatement of rentals shall be determined by County in proportion to the degree of interference with Lessee's use of the Leased Premises.

- 34.1.5 Except to the extent required for the performance of any obligations of Lessee hereunder, nothing contained in this Lease shall grant to the Lessee any rights whatsoever in the airspace above the Leased Premises other than those rights where subject to Federal Aviation Administration rules, regulations and orders currently or subsequently effective.

**SECTION 35**  
**ENTIRE AGREEMENT**

- 35.1 The Lease consists of Sections 1 to 35, inclusive, and Exhibits A and A-1, Exhibit B, Exhibit C, Exhibit D, Exhibit E and Exhibit F.
- 35.2 Integration Clause.  
The Parties acknowledge and agree that this Lease contains the entire agreement and understanding of the Parties concerning the subject matter hereof and supersedes and replaces all prior negotiations, proposed agreements and ancillary agreements, written or oral. The Parties further agree that no party has executed this Lease in reliance upon any promise, representation or warranty not contained in this Lease.

**The remainder of this page is intentionally left blank.**

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed by their respective officers, duly authorized by UAA INTERNATIONAL, INC., dba BILLION AIR AVIATION, on \_\_\_\_\_, 2014, and by the COUNTY OF LOS ANGELES on August 19, 2014.



COUNTY OF LOS ANGELES

By *Don Krase*  
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By *Anta*  
Deputy

herby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By *Anta*  
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By *Rowena Beyer*  
Deputy  
*on behalf of Adrienne Byers*

UAA INTERNATIONAL, INC.  
dba BILLION AIR AVIATION  
a California Corporation

By *MK* 6,27,14  
Majid Khatib

**ADOPTED**  
BOARD OF SUPERVISORS

**#18** AUG 19 2014

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**See attached  
notarial certificate**

78256

CALIFORNIA ALL -PURPOSE  
CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of

Los Angeles

On 06/27/14 before me, Tesa E. Kinsley, Notary Public

Personally appeared Majid Khatib

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Lease Agreement

(Title or description of attached document continued)

(Title or description of attached document continued)

Number of Pages 34 Document Date \_\_\_\_\_

June 27, 2014

(Additional information)



EXHIBIT A

Leased Area – Before Pavement Improvements

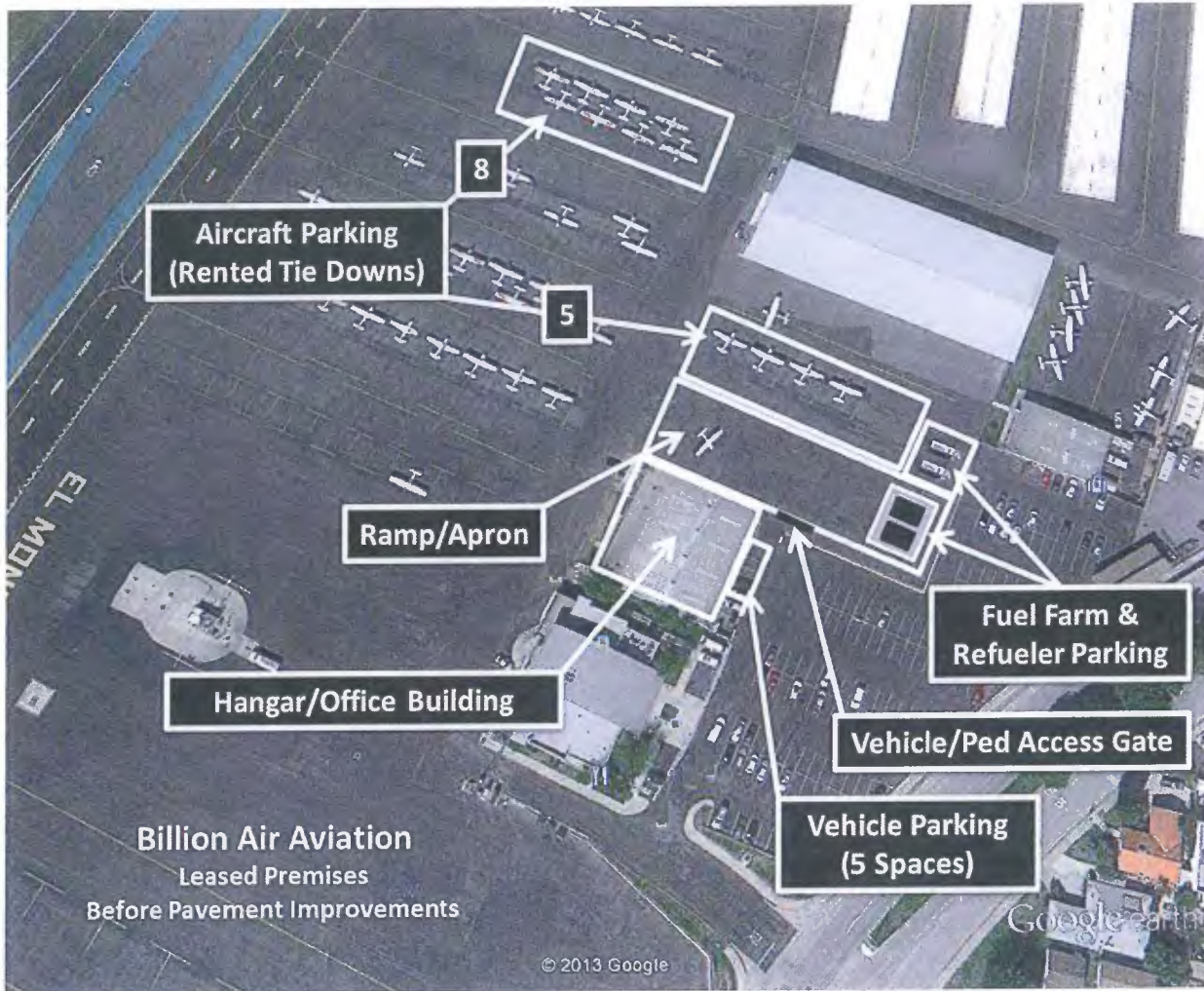
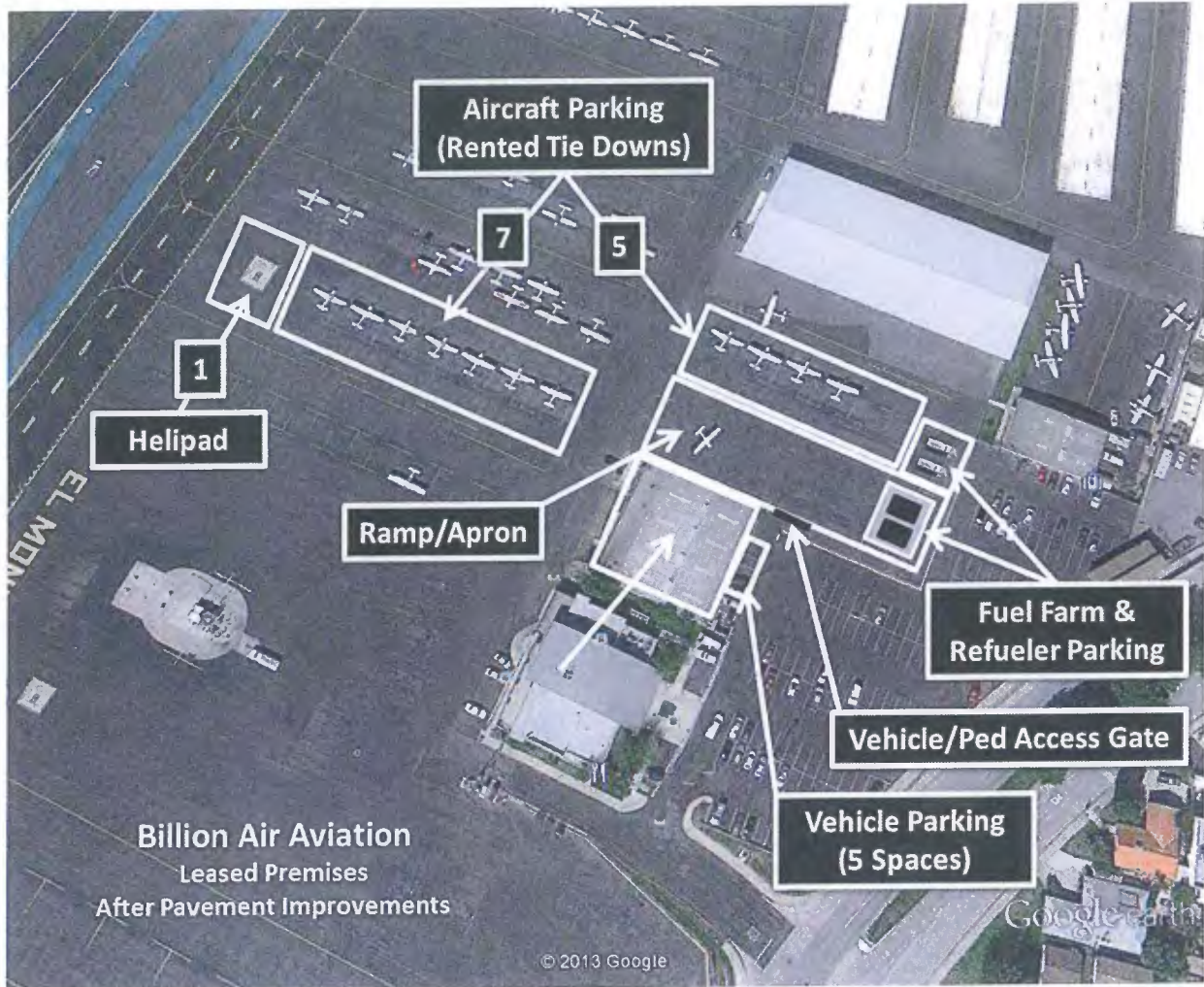


EXHIBIT A-1

Leased Area – After Pavement Improvements



## EXHIBIT B

### Insurance

The Lessee, in its own name as insured, and at its sole cost and expense, shall secure and maintain in continuous effect, during the term of this Lease, insurance policies issued by an insurance carrier licensed to do business in the State of California, whichever is greater, all applicable coverage and limits of insurance set forth in the Minimum Standards, as may be amended by County from time to time, included with this Lease as Exhibit F, and providing for:

1. Workers Compensation - Coverage shall be provided for all employees. Coverage shall be for statutory limits in compliance with applicable state and federal laws. The policy must include employers liability with a minimum limit of \$100,000 (One-hundred Thousand Dollars) each accident / \$500,000 (Five-hundred Thousand Dollars) disease policy limit / \$100,000 (One-hundred Thousand Dollars) disease each employee.
2. Rental interruption insurance in the amount equal to six (6) month's rent.

The Lessee shall provide County and Manager with the Policies and Certificates indicating proof of the foregoing insurance coverages and all applicable insurance coverages in accordance with the Minimum Standards. Such certificates shall name County and Manager as Additional Insureds and provide that the carrier issuing the certificate shall notify County thirty (30) days in advance of any cancellation or material change in the terms of coverage of such insurance policies. Any such notice shall be in writing and shall be served by certified mail, return receipt requested to the Airport Manager, San Gabriel Valley Airport, 4233 Santa Anita Avenue, CA 91731. Furthermore, insurance coverages shall contain a cross-liability or severability of interest clause, and a waiver of subrogation in favor of County and Manager. In no event shall the limits of said policies be considered as limiting the liability of Lessee under this Lease. The failure of the Lessee to obtain or maintain such insurance coverage shall not relieve the Lessee from any liability arising from this Lease, nor shall any such liability be limited to the liability insurance coverage provided for herein.



## EXHIBIT C

### Lessee Improvements

#### **Lessee agrees to make the following improvements to the Leased Premises:**

1. Install an aboveground aviation fuel storage facility to include one (1) 12,000-gallon UL 2085 Avgas tank and one (1) 12,000-gallon UL 2085 Jet A tank in the area depicted on Exhibit A of this Lease. The Lessee's estimated cost for these improvements is \$270,000.00.

Lessee shall:

- a. Prior to construction of the aviation fuel storage facility, submit to County Lessee's final site plan detailing the improvements, including cost estimates, for approval.
  - b. Coordinate all utility service requirements for the improvements. Lessee will provide for, and make all arrangements for, all water, electrical and sewer services at its sole expense. Lessee will pay the cost of all use of utilities related to the improvements from the Commencement Date to the effective date of termination or expiration of the Lease.
  - c. Secure all necessary permits and/or approvals from the necessary agencies.
  - d. Ensure that Lessee's improvements and related equipment fully comply with all applicable rules and regulations and Minimum Standards.
  - e. Complete the improvements detailed in the Lessee's final site plan as approved by the County within twelve (12) months of the Commencement Date of this Lease.
2. Upgrade the Heating, Ventilation, and Air Conditioning (HVAC) system in the hangar/office building on the Leased Premises. The Lessee's estimated cost for this improvement is \$8,000.00.
  3. Construct a vehicle/pedestrian access gate on the Leased Premises as depicted on Exhibits A and A-1 of this Lease. The gate will be for the Lessee's exclusive use and is to be used primarily for the delivery of aviation fuels to the Leased Premises. The Lessee's estimated cost for this improvement is \$6,000.00.

#### **Lessee confirms that it has completed the following improvements to the Leased Premises:**

1. Remodeled the hangar/office building on the Leased Premises. The Lessee's estimated cost for the following improvements was \$100,000.00:
  - a. Installed new tile flooring, drywall, baseboards and paint throughout the office area.
  - b. Resurfaced the entire floor area of the hangar.
  - c. Installed new restroom facilities in the office area and hangar.

**EXHIBIT D**

**Policies and Procedures for Acceptance of Non-Cash Deposits**

Attached.

**LOS ANGELES COUNTY  
DEPARTMENT OF PUBLIC WORKS  
POLICIES AND PROCEDURES FOR THE  
ACCEPTANCE OF TIME DEPOSITS, CERTIFICATES OF  
DEPOSIT, PASSBOOKS FOR SAVINGS ACCOUNTS  
OR OTHER INSTRUMENTS OF DEPOSIT**

Developers, permit applicants and/or contractors (hereafter referred to as "applicants") of the Department of Public Works (DPW) wishing to present instruments of deposit, such as Time Deposits, Certificates of Deposit, or Passbooks for Savings Accounts in lieu of cash deposits for performance bonds or to guarantee the payment of future improvements as stipulated by contracts with the County, must obtain deposit instruments that meet the standards established by the Los Angeles County Treasurer and Tax Collector's Office.

Prior to submitting an instrument of deposit, the applicant must obtain an approval from DPW's Fiscal Division, 7th Floor of the Headquarters Building located at 900 South Fremont Avenue, Alhambra, California 91803. Requests for approval shall be submitted on the attached Request for Approval Form (Exhibit V) and must be dated within the last 30 days of date received by Fiscal Division. Instruments of deposit must be dated within 30 days of the Fiscal Division's approval date. Allow two business days for the approval process. Fiscal Division will do everything possible to expedite all reviews and approval. However, part of the review and approval process is outside of the control of this Division. The applicant thus must allow two business days for review and approval to ensure that this process does not delay approval of their project/permit.

Minimum Criteria and Standards

The Los Angeles County Treasurer and Tax Collector's Office uses the Gerry Findley Financial Ratings to evaluate the reliability of the financial institution serving as the depository. In addition, all deposits are to be federally insured through the FDIC or the FSLIC (generally up to \$100,000). Therefore, instruments of deposit will only be accepted when the financial institution upon which they are drawn meets the following:

A. Depositor Rating Code of:

- AAA - Excellent
- AA - Very Good
- A - Above Average
- AB - Average

The Depositor Rating Code is a measure of fiscal solvency, organizational stability and reliability.

B. Depositor Limit Code of:

- 1 - No limit set. Subject to mutual agreement.
- 2 - Up to \$10,000,000
- 3 - Up to \$ 7,500,000
- 4 - Up to \$ 5,000,000
- 5 - Up to \$ 3,000,000
- 6 - Up to \$ 2,000,000
- 7 - Up to \$ 1,000,000
- 8 - Up to \$ 500,000

The Depositor Limit Code is an indicator of the maximum amount recommended for uninsured, unsecured, undersecured, and partially secured deposits (i.e., up to \$100,000 generally insured by the FDIC or FSLIC).

C. Depositor Maturity Code of:

- a - Open, subject to mutual agreement
- b - Up to 10 years
- c - Up to 5 years

The Depositor Maturity Code is an indicator of the maximum maturity limit recommended for Time and Savings Certificates of Deposit.

D. Rating Codes are to be applied in conjunction with the terms of the contract as follows:

	<u>5 Years or Less</u>	<u>Greater Than 5 Years</u>
Depositor Rating Code:	AB or better	AA or better
Depositor Limit Code:	8 or better	6 or better
Depositor Maturity Code:	c or better	b or better

Example 1: A Certificate of Deposit securing a contract for two years for \$1,500,000 shall be deposited in an institution with a Depositor Rating Code of AAA, AA, A or AB; a Depositor Limit Code of 1, 2, 3, 4, 5, or 6; and a Depositor Maturity Code of a, b or c.

Example 2: A Certificate of Deposit securing a contract for six years for \$1,000,000 shall be deposited in an institution with a Depositor Rating Code of AAA or AA; a Depositor Limit Code of 1, 2, 3, 4, 5, 6, or 7; and a Depositor Maturity Code of a or b.

NOTE: THE REQUIREMENTS LISTED BELOW MUST BE INCLUDED IN DETAIL IN THE UNDERLYING CONTRACT

- E. The CD or passbook must meet the above requirements and must be held in the name of the Department of Public Works, Los Angeles County or renewed appropriately in the name of the Department of Public Works, Los Angeles County.
- F. County may cash the CD or passbook upon:
  - i. Determination by the Department of Public Works that the financial institution issuing the original CD or passbook no longer meets the minimum criteria and standards set forth above and the applicant has not replaced the original CD or passbook with a new approved CD or passbook or other acceptable collateral within 30 days of mailing of notification (to applicant's address last submitted to DPW) or prior to fulfillment of the underlying agreement and any related or contingent obligations, whichever comes first.
  - ii. Any other event of default as stated in the underlying contract.
- G. The CD or passbook at the time of deposit shall be at least equal to the obligations (including, i.e., contingencies or warranties) that may be required under the permanent agreement.
- H. Notification of determination by DPW of a default under the performance agreement is sufficient to cash the CD or passbook. The applicant agrees to be held responsible for any penalties or loss of interest associated with the early withdrawal of the CD or passbook in the event of a default as determined by the Department of Public Works. Written notice of Department of Public Works' determination of default shall be given to the last submitted address of the applicant.
- I. Any interest on the CD or passbook that may be paid to County by the financial institution issuing the CD or passbook shall be paid to the applicant by the County within 60 working days of County's receipt.
- J. Applicant assumes all risk of lost principal and interest from the CD or passbook should the depository be declared insolvent or fall into default and fail to pay principal or interest. Applicant shall at such point provide adequate substitute collateral pursuant to this manual or pay County amounts equal to such CD or passbook within 30 days of receipt of notice from County.
- K. Applicant is responsible for payment of any taxes due on interest paid on the principal.



**EXHIBIT E**

**Airport Rules and Regulations**

(Title 19)

Attached.

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LOS ANGELES COUNTY CODE

**TITLE 19**  
**AIRPORTS AND HARBORS**

The provisions codified in this title reflect changes made by all County ordinances up to and including Ordinance 12264, passed November 18, 1980.

## AIRPORTS AND HARBORS

## AIRPORTS

### Title 19

## AIRPORTS AND HARBORS

### Chapters:

- 19.04 Airports
- 19.08 Airport Hazards
- 19.12 Harbors

### Chapter 19.04

## AIRPORTS<sup>1</sup>

### Parts:

1. General Provisions
2. Definitions
3. Rules and Regulations
4. Aircraft Operations and Facilities
5. Motor Vehicle Regulations
6. Fire regulations

### Part 1

## GENERAL PROVISIONS

### Sections:

- 19.04.010 Title for citation.
- 19.04.020 Purpose of chapter provisions.
- 19.04.030 Applicability of provisions.
- 19.04.040 Regulations imposed by county - Ejection of violators authorized when.
- 19.04.050 Provisions supplement state and federal regulations.
- 19.04.060 Exceptions and variances - Conditions.
- 19.04.070 Compliance with regulations.
- 19.04.080 Liability limitations.
- 19.04.090 Enforcement authority.
- 19.04.100 Violation - Penalty.
- 19.04.110 Severability.

**19.04.010 Title for citation.** The ordinance codified in this chapter shall be known as, and may be cited as the "airport ordinance." (Ord. 9979 Art. 1 § 2, 1970.)

**19.04.020 Purpose of chapter provisions.** The purpose of this chapter is to provide minimum standards to safeguard life, limb, property and public welfare by regulating and controlling the various activities on airports and STOLports owned or operated or both by the County of Los Angeles. (Ord. 9979 Art. 1 § 1, 1970.)

## AIRPORTS AND HARBORS

- 19.04.030 Applicability of provisions.** The provisions of this chapter shall apply to any person, firm or corporation using such county airports or any navigation facility or portion thereof or space therein, provided that in no case shall the public be deprived of its rightful, equal and uniform use of the landing area or air navigation facilities. (Ord. 9979 Art. 1 § 3, 1970.)
- 19.04.040 Regulations imposed by county - Ejection of violators authorized when.** The regulations in this chapter and the regulations imposed pursuant to Section 19.04.560 are imposed by the county of Los Angeles as operator of and in charge of all of the county airports as conditions upon the privilege of being present upon or using any county airport. Every person who violates any such conditions is a trespasser ab initio and may be excluded from the airport upon which the violation of such condition occurs. (Ord. 9979 Art. 1 § 4, 1970.)
- 19.04.050 Provisions supplement state and federal regulations.** The rules and regulations codified in this chapter are a supplement to any local laws or ordinances, including state and federal laws, that may be in effect, and in no manner will these rules be construed to reduce or limit the authority of said laws or regulations. (Ord. 9979 Art. 1 § 10, 1970.)
- 19.04.060 Exceptions and variances - Conditions.** If the director of aviation finds that any provision of this ordinance or any regulation adopted pursuant to Section 19.04.560 would, if enforced, cause unnecessary hardship or practical difficulties inconsistent with economic feasibility, or would do manifest injustice, or impose a burden upon any person disproportionate to any benefit to the general public or to the airport, he may grant for a limited time, to be specified in such exception or variance, an exception or variance to such provision or regulation, but only to the extent that such exception or variance does not violate any other Ordinance, or any state or federal statute or regulation. (Ord. 9979 Art. 1 § 8, 1970.)
- 19.04.070 Compliance with regulations.** A person shall not enter, be or remain on any airport unless he complies with all of the regulations set forth in this chapter applicable to such airport, and with all other applicable ordinances, rules and regulations. (Ord. 9979 Art. 1 § 5, 1970.)
- 19.04.080 Liability limitations.** A person exercising any of the privileges authorized by this chapter does so at his own risk without liability on the part of the county, or Los Angeles County Flood Control District, for any injury to person or property resulting therefrom. (Ord. 9979 Art. 1 § 11, 1970.)
- 19.04.090 Enforcement authority.** The director shall enforce the provisions of this chapter. (Ord. 9979 Art. 1 § 6, 1970.)
- 19.04.100 Violation - Penalty.** Any person within the unincorporated territory of the county of Los Angeles who violates any provision of this chapter, the conditions of any permit issued pursuant thereto, or any rule or regulation relating to airports, is guilty of a misdemeanor. Upon conviction thereof, he shall be punishable by a fine of not less than \$5.00 nor more than \$200.00, or by imprisonment in the County Jail for not less than five days nor more than six months, or by both such fine and imprisonment. Every day during any portion of which any violation of such provision of this chapter or of such regulation is committed, continued or permitted shall constitute such violation a separate offense. (Ord. 9979 Art. 1 § 7, 1970.)
- 19.04.110 Severability.** If any provision or clause of the ordinance codified in this chapter, or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable. (Ord. 9979 Art. 1 § 9, 1970.)

## AIRPORTS AND HARBORS

### Part 2

#### DEFINITIONS

##### Sections:

- 19.04.120 Aerobatic.
  - 19.04.130 Aircraft.
  - 19.04.140 Airport.
  - 19.04.150 Air traffic.
  - 19.04.160 Apron.
  - 19.04.170 Board.
  - 19.04.180 Commercial operator.
  - 19.04.190 Commercial vehicle.
  - 19.04.200 County.
  - 19.04.210 Deputy.
  - 19.04.220 Director.
  - 19.04.230 Driveway.
  - 19.04.240 FAA
  - 19.04.250 Flying club (commercial).
  - 19.04.260 Flying club (nonprofit).
  - 19.04.270 Loading ramp.
  - 19.04.280 Loading zone.
  - 19.04.290 Manager.
  - 19.04.300 Motor vehicle.
  - 19.04.310 Operator.
  - 19.04.320 Parking area and aircraft parking area.
  - 19.04.330 Parking rent.
  - 19.04.340 Passenger ramp.
  - 19.04.350 Pedestrian.
  - 19.04.360 Person.
  - 19.04.370 Pilot's association.
  - 19.04.380 Propeller blast.
  - 19.04.390 Section.
  - 19.04.400 Shall and may.
  - 19.04.410 Traffic.
  - 19.04.420 Vehicle.
- 19.04.120 Aerobatic.** "Aerobatic" means maneuvers intentionally performed by an aircraft involving an abnormal attitude as defined in FAA Regulations. (Ord. 9979 Art. 2 § 28, 1970.)
- 19.04.130 Aircraft.** "Aircraft" means any contrivance, now known or hereafter invented, for use or designed for navigation of or flight in the air. (Ord. 9979 Art. 2 § 25, 1970.)
- 19.04.140 Airport.** "Airport" means any airport and/or STOLport owned or operated, or both, by the county of Los Angeles, California. (Ord. 9979 Art. 2 § 19, 1970.)
- 19.04.150 Air traffic.** "Air traffic" means aircraft in operation anywhere in the airspace and on that part of the airport normally used for the movement of aircraft. (Ord. 9979 Art. 2 § 26, 1970.)

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- 19.04.160 Apron.** "Apron" means that area normally used for the parking, tying down and fueling of aircraft and the movement of aircraft between main taxiways and hangars or aircraft parking space. (Ord. 9979 Art. 2 § 29, 1970.)
- 19.04.170 Board.** "Board" means the board of supervisors of the county of Los Angeles. (Ord. 9979 Art. 2 § 13, 1970.)
- 19.04.180 Commercial operator.** "Commercial operator" means one who provides services on any airport as an airport tenant, lessee, licensee or permittee. (Ord. 9979 Art. 2 § 20, 1970.)
- 19.04.190 Commercial vehicle.** "Commercial vehicle" means a vehicle used or maintained for the transportation of persons or property for hire, compensation or profit. (Ord. 9979 Art. 2 § 38, 1970.)
- 19.04.200 County.** "County" means the county of Los Angeles. (Ord. 9979 Art. 2 § 12, 1970.)
- 19.04.210 Deputy.** "Deputy" means chief, aviation division; assistant chief, aviation division; head airport manager or airport manager. (Ord. 9979 Art. 2 § 17, 1970.)
- 19.04.220 Director.** "Director" means the director of aviation of the county of Los Angeles, or other person authorized by him to act in his behalf. (Ord. 9979 Art. 2 § 16, 1970.)
- 19.04.230 Driveway.** "Driveway" means any street or roadway, either improved or unimproved, within the boundaries of the airport set aside or designated for use by vehicles. (Ord. 9979 Art. 2 § 39, 1970.)
- 19.04.240 FAA.** "FAA" means the Federal Aviation Administration of the United States. (Ord. 9979 Art. 2 § 42, 1970.)
- 19.04.250 Flying club (commercial).** "Flying club (commercial)" means any person or groups of persons owning or operating an aircraft from any airports that do not meet the requirements of a private plane owner, a nonprofit flying club, or if a fee is derived from the operation of the aircraft, shall be deemed a commercial operator, and shall be required to meet all requirements and pay all fees as prescribed. The director shall have the sole discretion to determine whether a flying club is nonprofit or commercial. (Ord. 9979 Art. 2 § 23, 1970.)
- 19.04.260 Flying club (nonprofit).** "Flying club (nonprofit)" means any group of persons joining together equally or proportionately in aircraft ownership in a nonprofit venture for the personal pleasure and use of participating members only. (Ord. 9979 Art. 2 § 22, 1970.)
- 19.04.270 Loading ramp.** "Loading ramp" means that space reserved for the loading and unloading of aircraft. (Ord. 9979 Art. 2 § 33, 1970.)
- 19.04.280 Loading zone.** "Loading zone" means that space reserved for the exclusive use of vehicles during the loading or unloading of passengers or materials. (Ord. 9979 Art. 2 § 32, 1970.)
- 19.04.290 Manager.** "Manager" means any person appointed by the director of aviation or his authorized representative to serve in managerial capacity at any Los Angeles County airport. (Ord. 9979 Art. 2 § 18, 1970.)
- 19.04.300 Motor vehicle.** "Motor vehicle" means a vehicle which is self-propelled. (Ord. 9979 Art. 2 § 37, 1970.)

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- 19.04.310 Operator.** "Operator" means the pilot or owner of an aircraft, or any person who has rented or otherwise has the authorized use of such aircraft for the purpose of operation by him or his agent. (Ord. 9979 Art. 2 § 21, 1970.)
- 19.04.320 Parking area and aircraft parking area.** "Parking area" means and includes any portion of the airport which is set aside for the parking of vehicles. "Aircraft parking area" means the area set aside for the parking of aircraft. (Ord. 9979 Art. 2 § 31, 1970.)
- 19.04.330 Parking rent.** "Parking rent" means and denotes the privilege of parking rented to a person for the parking or tethering of his aircraft or vehicle. It does not denote any form of implied liability such as "hangar keeper's liability" or liability similar thereto. (Ord. 9979 Art. 2 § 30, 1970.)
- 19.04.340 Passenger ramp.** "Passenger ramp" means equipment used to aid the loading and unloading of aircraft passengers. (Ord. 9979 Art. 2 § 34, 1970.)
- 19.04.350 Pedestrian.** "Pedestrian" means any person afoot. (Ord. 9979 Art. 2 § 41, 1970.)
- 19.04.360 Person.** "Person" means any individual, firm, copartnership, corporation, company, association, joint stock association or political body, and includes any trustee, receiver, assignee or similar representative thereof (Ord. 9979 Art. 2 § 35, 1970.)
- 19.04.370 Pilot's association.** "Pilot's association" means any nonprofit organized group of pilots, and others, for the purpose of promoting and bettering aviation and for social activities. (Ord. 9979 Art. 2 § 24, 1970.)
- 19.04.380 Propeller blast.** "Propeller blast" means the resultant air movement created by the propeller, rotor or jet exhaust from any aircraft. (Ord. 9979 Art. 2 § 27, 1970.)
- 19.04.390 Section.** "Section" means a section of this chapter. (Ord. 9979 Art. 2 § 15, 1970.)
- 19.04.400 Shall and may.** "Shall" is mandatory and "may" is permissive. (Ord. 9979 Art. 2 § 14, 1970.)
- 19.04.410 Traffic.** "Traffic" means pedestrians and vehicles, either singly or together, while using any driveway. (Ord. 9979 Art. 2 § 40, 1970.)
- 19.04.420 Vehicle.** "Vehicle" means a device in, upon or by which any person or property is or may be propelled, moved or drawn upon a highway. (Ord. 9979 Art. 2 § 36, 1970.)

### Part 3

## RULES AND REGULATIONS

### Sections:

- 19.04.430 Entry on airport property constitutes agreement to comply with regulations.
- 19.04.440 Experimental aircraft and motor vehicles.
- 19.04.450 Areas closed to the public - Entry restrictions.
- 19.04.460 Roads and walks - Use restrictions.
- 19.04.470 Landing areas - Pedestrian restrictions.
- 19.04.480 Animals - Control required.
- 19.04.490 Apron of airport - Activities restricted.
- 19.04.500 Sanitation of premises - Comfort stations.
- 19.04.510 Injuring airport property - Payment of costs.

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- 19.04.520 Commercial operations - Requirements generally.
  - 19.04.530 Advertisements - Approval for posting or distribution.
  - 19.04.540 Lost articles.
  - 19.04.550 Gambling prohibited.
- 19.04.430 **Entry on airport property constitutes agreement to comply with regulations.** Any permission granted by the board of supervisors of the County of Los Angeles, or director thereof, directly or indirectly, expressly or by implication, to enter upon or use the airport or any part thereof (including aircraft operators, crew members and passengers, spectators, sightseers, pleasure and commercial vehicles, officers and employees of airlines, lessees and other persons occupying space at such airport, persons doing business with any airport, its lessees, sublessees and permittees, and all other persons whosoever whether or not of the type indicated) is conditioned upon compliance with this chapter, and rules and regulations of Los Angeles County airports; and entry upon or into the airport by any person shall be deemed to constitute an agreement by such person to comply with said ordinance, rules and regulations. (Ord. 9979 Art. 3 § 43, 1970.)
- 19.04.440 **Experimental aircraft and motor vehicles.** Demonstrations or testing of experimental aircraft or motor vehicles shall not be conducted on an airport without the express approval of the director. (Ord. 9979 Art. 3 § 52, 1970.)
- 19.04.450 **Areas closed to the public - Entry restrictions.** Persons shall not enter any restricted area posted as "closed" to the public except persons authorized by the director. (Ord. 9979 Art. 3 § 47, 1970.)
- 19.04.460 **Roads and walks - Use restrictions.**
- A. All persons wishing to travel on any airport must do so only on roads, walks or places provided for this class of traffic.
  - B. All persons shall use the roads or walks or places in such a manner as not to hinder or obstruct their proper use. (Ord. 9979 Art. 3 § 46, 1970.)
- 19.04.470 **Landing areas - Pedestrian restrictions.** A person shall not enter, be or remain upon any landing area of any airport unless the director or airport manager finds that his presence will not endanger anyone or interfere with any operations of the airport and has given him permission to so enter, be or remain. (Ord. 9979 Art. 3 § 48, 1970.)
- 19.04.480 **Animals - Control required.** Dogs and other animals may be permitted on an airport only if on a leash or confined in such a manner as to be under control. (Ord. 9979 Art. 3 § 51, 1970.)
- 19.04.490 **Apron of airport - Activities restricted.**
- A. Persons on the apron shall be careful to keep clear of moving aircraft or turning propellers.
  - B. No one shall use, climb upon, sit in, push or otherwise touch property of others parked or based on the airport.
  - C. Children under 14 years of age must be accompanied by adults when in any area except the terminal building. (Ord. 9979 Art. 3 § 49, 1970.)



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### **19.04.500 Sanitation of premises - Comfort stations.**

- A. Garbage, papers and refuse, or other material, shall be placed in receptacles provided for that purpose.
- B. Comfort stations are for the convenience of the public and all persons shall use them only in a clean and sanitary manner. (Ord. 9979 Art. 3 § 54, 1970.)

### **19.04.510 Injuring airport property - Payment of costs.**

- A. Persons shall not:
  - 1. Destroy, injure, deface or disturb any property;
  - 2. Abandon any personal property on the airport;
  - 3. Alter in any way, unless approved in advance in writing by the director, any building, structure, fixtures or equipment; or
  - 4. Hoist any objects in any manner from any building or structure except as approved by the director.
- B. Any and all airport property destroyed, injured or damaged, by accident or otherwise, shall be paid for by the party or parties responsible. (Ord. 9979 Art. 3 § 50, 1970.)

**19.04.520 Commercial operations - Requirements generally.** All persons wishing to use an airport, or any portion thereof, for any revenue-producing activity such as, but not limited to, commercial photography, air shows, air charters, flight instruction, sales of equipment, supplies or aircraft, and maintenance or repair of aircraft, or for any consideration of any nature whatsoever, must secure an appropriate permit, license or lease for such activity from the director and pay the rates and charges prescribed for such use. An approved performance bond may also be required. (See Section 19.04.580.) (Ord. 9979 Art. 3 § 44, 1970.)

**19.04.530 Advertisements - Approval for posting or distribution.** All persons wishing to post, distribute or display signs, advertisements, circulars, printed or written matter at any airport must obtain the approval of the director and post such notices in a manner prescribed by the director. (Ord. 9979 Art. 3 § 45, 1970.)

**19.04.540 Lost articles.** Any person finding lost articles shall deposit them at the airport office. (Ord. 9979 Art. 3 § 55, 1970.)

**19.04.550 Gambling prohibited.** Persons shall not conduct gambling in any form, or operate gambling devices anywhere on an airport. (Ord. 9979 Art. 3 § 53, 1970.)

## Part 4

### AIRCRAFT OPERATIONS AND FACILITIES

#### Sections:

- 19.04.560 Director powers and duties.
- 19.04.570 Hours of operation.
- 19.04.580 Commercial operations - Permit procedures and fees.
- 19.04.590 Airport fees - Payment required.
- 19.04.600 Airport fees - Penalties for failure to pay.
- 19.04.610 Insurance requirements for commercial operators.
- 19.04.620 Aircraft - Storage license and registration requirements.

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- 19.04.630 Instructors, mechanics and other personnel - Registration.
- 19.04.640 Visiting pilots - Registration.
- 19.04.650 Flying clubs.
- 19.04.660 Tenants and lessees - Posting of information.
- 19.04.670 Traffic rules - Passengers, aircraft and equipment.
- 19.04.680 Aircraft - Engine operation restrictions.
- 19.04.690 Brakes and blocking devices for aircraft and equipment.
- 19.04.700 Aircraft - Taxiing restrictions.
- 19.04.710 Loading gates - Use restrictions.
- 19.04.720 Freight and cargo handling.
- 19.04.730 Aircraft - Parking and storage specifications.
- 19.04.740 Intoxicating liquor, narcotics or drugs - Restrictions.
- 19.04.750 Aircraft - Unnecessary noise prohibited.
- 19.04.760 Aircraft operation - Traffic pattern.
- 19.04.770 Aircraft operation - Takeoffs and landings.
- 19.04.780 Aircraft operation - Formation takeoffs and landings.
- 19.04.790 Unattended aircraft.
- 19.04.800 Helicopter operations.
- 19.04.810 Gliders - Towing restrictions.
- 19.04.820 Aircraft - Agricultural activities prohibited.
- 19.04.830 Model aircraft - Operation prohibited.
- 19.04.840 Parachute jumping prohibited - Exception.
- 19.04.850 Aircraft - Maintenance and repair activities.
- 19.04.860 Aircraft - Washing facilities.
- 19.04.870 Aircraft - Fuel and oil.
- 19.04.880 Accident report requirements.
- 19.04.890 Damaged or disabled aircraft - Removal requirements.
- 19.04.900 Aircraft impound area - Placement conditions.

### **19.04.560 Director powers and duties.**

- A. The director shall recommend to the board for approval and adoption and the board may adopt rates and charges and such additional regulations regarding each airport operation as may be necessary, provided such regulations are not conflicting with anything contained in this chapter.
- B. The director shall be responsible for notifying the appropriate authorities of all flight operations being conducted in an illegal or hazardous manner within an airport flight pattern or control zone.
- C. The manager shall have the authority to take such steps as may be necessary for the handling, policing and protection of the public at the airport.
- D. The manager may, in his absence, appoint the assistant airport manager, or an airport serviceman, to act as his agent for the county in matters not affecting policy. (Ord. 9979 Art. 4 § 56, 1970.)

**19.04.570 Hours of operation.** The airport will be in operation for such hours as designated by the director, subject to such restrictions as are necessary in the interest or safety. (Ord. 9979 Art. 4 § 57, 1970.)

**19.04.580 Commercial operations - Permit procedures and fees.** A written permit issued by the county of Los Angeles is required of all persons prior to commencing commercial operations from or upon an airport.

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- A. Application. To obtain a permit, the applicant shall first file an application in writing with the director on a form furnished by the director.
  - B. Duration. Permits may be issued for the following duration:
    - 1. Temporary, from one to 30 days, as shown on permit;
    - 2. Month-to-month;
    - 3. Semi-annual;
    - 4. Annual.
  - C. Permit Fees. An appropriate fee, set by the board, shall be paid upon the issuance of a permit to operate any commercial activity on or off an airport.
  - D. Permits. The permit will indicate the type of activity, dates covered, principals involved and the fee paid, as well as any special conditions or requirements.
  - E. Special Requirements. Because of the nature of each activity, there may be additional or special requirements for a permit, such as insurance, equipment, inspections, approved performance bonds, or whatever the director may require for the protection of the public and the county of Los Angeles. (Ord. 9979 Art. 4 § 58, 1970.)
- 19.04.590 Airport fees - Payment required.** Persons shall not operate an aircraft or use a landing area, passenger ramp, apron area or aircraft parking and storage area except upon payment of such fees and charges as established by the board. (Ord. 9979 Art. 4 § 59, 1970.)
- 19.04.600 Airport fees - Penalties for failure to pay.** Any aircraft owner, agent or pilot in charge failing to pay any fee charged against aircraft owned or controlled by him shall be subject to:
- A. Having said aircraft held until such fees are paid;
  - B. Any other penalties which may be imposed by law. (Ord. 9979 Art. 4 § 60, 1970.)
- 19.04.610 Insurance requirements for commercial operators.**
- A. All commercial operators on any airport shall obtain public liability and property damage insurance together with product liability coverage, with a hold-harmless endorsement in favor of the county of Los Angeles, its officers and employees, in amounts set by the director from a company or companies which are licensed to do business in California and which are satisfactory to the director.
  - B. All commercial operators shall obtain insurance which shall be extended to cover persons who rent aircraft from a commercial operator against claims for property damage or liability to passengers or third parties. (Ord. 9979 Art. 4 § 87, 1970.)
- 19.04.620 Aircraft - Storage license and registration requirements.** All persons wishing to store aircraft on an airport must make application and complete an aircraft storage license. Each commercial operator shall submit a list of aircraft based in this area, including his own, to the airport manager, stating the owner's name, address, telephone number, aircraft make, model and registration number. On the first day of each month, a report of newly based or departed aircraft shall be submitted. (Ord. 10294 § 1, 1971; Ord. 9979 Art. 4 § 62, 1970.)

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- 19.04.630 Instructors, mechanics and other personnel - Registration.** All flight instructors, charter pilots, ground-school instructors and aircraft and engine mechanics shall be registered with the manager's office prior to operating from any airport, and shall have such required licenses, permits or certificates verified. (Ord. 9979 Art. 4 § 61, 1970.)
- 19.04.640 Visiting pilots - Registration.** All visiting pilots who land at an airport shall register on arrival. (Ord. 9979 Art. 4 § 63, 1970.)
- 19.04.650 Flying clubs.**
- A. Profit-making clubs are considered to be commercial operators and shall not base at any airport without a lease.
  - B. All nonprofit flying clubs shall be registered and file a copy of their organizational papers with the airport office.
  - C. All flying clubs shall carry insurance in an amount and type set by the director. Members of flying clubs shall each have reasonable and proportionate ownership in the club's airplanes and equipment.
  - D. No club shall solicit for the purpose of instruction any person on the premises of a commercial operator without the written permission of said operator on file with the director.
  - E. The director shall have the sole discretion to determine whether a flying club is nonprofit or commercial. (Ord. 9979 Art. 4 § 64, 1970.)
- 19.04.660 Tenants and lessees - Posting of information.** All lessees and tenants shall maintain bulletin boards in conspicuous places for the purpose of posting the information of their personnel and customers, airport regulations and charges. Each tenant shall post on his bulletin board Workmen's Compensation notices, lists of physicians and the names of liability insurance carriers. (Ord. 9979 Art. 4 § 86, 1970.)
- 19.04.670 Traffic rules - Passengers, aircraft and equipment.**
- A. Persons shall not board or disembark from any aircraft on the landing or takeoff area.
  - B. Aircraft shall not be permitted to stop on or remain on any part of the landing or takeoff area. Engine operation when loading or unloading passengers is prohibited except in cases where FAA regulations permit.
  - C. Persons or equipment are not allowed on runways or taxiways except when authorized by the director. (Ord. 9979 Art. 4 § 69, 1970.)
- 19.04.680 Aircraft - Engine operation restrictions.**
- A. Aircraft engines shall not be started or run unless a qualified operator is at the control and effective brakes are on and locked or wheels blocked.
  - B. Aircraft engines shall not be operated in a manner or position that hangars, buildings, or other facilities, property or persons may be damaged or injured by such operation. (Ord. 9979 Art. 4 § 74, 1970.)

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- 19.04.690 Brakes and blocking devices for aircraft and equipment.** Aircraft, passenger ramps, baggage trucks and other such portable equipment shall be equipped with brakes. In alternative cases, suitable blocking devices shall be securely set when equipment is not in use. (Ord. 9979 Art. 4 § 76, 1970.)
- 19.04.700 Aircraft - Taxiing restrictions.**
- A. Pilots shall taxi their aircraft at a safe speed on taxiways, displaying extreme caution at all times.
  - B. Aircraft shall not taxi onto the runways without first stopping to observe traffic and to wait for approaching aircraft to pass or land.
  - C. Aircraft shall not be taxied into or out of hangars or push-in tiedown spots.
  - D. Helicopters shall not air-taxi unless permitted by the director. (Ord. 9979 Art. 4 § 75, 1970.)
- 19.04.710 Loading gates - Use restrictions.**
- A. The loading gate in front of the administration building or such other designated areas will be used only for the immediate loading or unloading of passengers, baggage, freight or cargo.
  - B. Aircraft at the loading gate shall move out of the area as soon as loaded or unloaded.
  - C. If an aircraft is delayed because of late passengers, equipment trouble, or for any other reason, the aircraft shall be moved to an area designated by the director. (Ord. 9979 Art. 4 § 71, 1970.)
- 19.04.720 Freight and cargo handling.** The handling of freight and cargo will be done only in areas designated by the director. (Ord. 9979 Art. 4 § 72, 1970.)
- 19.04.730 Aircraft - Parking and storage specifications.**
- A. Aircraft shall be stored and repairs made only in areas designated for that purpose by the director.
  - B. Privately owned aircraft shall be parked only in the aircraft parking area or in a hangar.
  - C. Flying school and rental aircraft shall be parked and operated from an area assigned them by the director.
  - D. Visiting aircraft shall be parked in the aircraft parking area in positions assigned them by the director.
  - E. At the direction of the director, the operator, owner or pilot of any aircraft on the airport shall move the aircraft from the place where it is parked or stored to any other place designated on the airport. If the operator refuses to comply with the director, the director shall order the aircraft moved or towed to such designated place at the operator's expense and without liability for damage to the county, its officers, employees or agents, that may result from such moving.
  - F. Open parking spaces for aircraft shall not be used for toolboxes, ladders, storage lockers or other tools or equipment.
  - G. Hangar entrances shall be kept clear at all times. (Ord. 9979 Art. 4 § 70, 1970.)

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- 19.04.740 Intoxicating liquor, narcotics or drugs - Restrictions.** No person who is under the influence of, or in possession of, Intoxicating liquor, narcotics or any dangerous drug (as now or hereafter listed in Section 4211 of the Business and Professions Code) shall board or operate any aircraft or motor vehicle upon an airport. (Ord. 9979 Art. 4 § 82, 1970.)
- 19.04.750 Aircraft - Unnecessary noise prohibited.** Aircraft shall be operated in a manner while on the ground or in flight so as to create the least amount of noise commensurate with safe operation. (Ord. 9979 Art. 4 § 66, 1970.)
- 19.04.760 Aircraft operation - Traffic pattern.**
- A. Unless otherwise authorized, all aircraft entering the landing pattern shall do so in compliance with the published flight pattern. Pilots shall maintain a proper interval, as provided in the FAA air traffic control manual, to avoid crowding of the runways on landing.
  - B. The director, unless superseded by other authority, by appropriate notice and clearances shall designate the traffic pattern altitude at each airport. (Ord. 9979 Art. 4 § 65, 1970.)
- 19.04.770 Aircraft operation - Take-offs and landings.**
- A. Pilots shall make an engine check at least 100 feet clear of the runway and visually check for landing traffic before entering the takeoff position.
  - B. Before taxiing an aircraft into position on the runway for takeoff, the final approach shall be clear.
  - C. All takeoffs and landings of aircraft shall be made on the runway only.
  - D. All initial takeoffs of aircraft shall be made from the end of the runway.
  - E. No aircraft shall land or take off in such a manner as to clear any public street at an altitude of less than 50 feet.
  - F. No 180-degree turns or turn-backs shall be made on the landing runway.
  - G. Aircraft landing at the airport shall make the landing runway available to others by leaving the line of traffic as promptly as possible.
  - H. The director may delay or restrict any flight or other operations at the airport, and may refuse takeoff clearance to any aircraft when necessary in the interest of safety.
  - I. The director, by appropriate notices, may restrict, regulate or entirely suspend student training, touch-and-go landings, practice takeoffs and landings, or simulated forced landings when required in the interest of safety. (Ord. 9979 Art. 4 § 68, 1970.)
- 19.04.780 Aircraft operation - Formation takeoffs and landings.** Formation takeoffs or landings shall not be permitted. (Ord. 9979 Art. 4 § 67, 1970.)
- 19.04.790 Unattended aircraft.** Aircraft shall not be left unattended unless properly tied down. Owners of such aircraft shall be held responsible for any damage resulting from failure to comply with this rule. (Ord. 9979 Art. 4 § 73, 1970.)



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- 19.04.800 Helicopter operations.** Helicopters shall land and take off from designated areas only. (Ord. 9979 Art. 4 § 77, 1970.)
- 19.04.810 Gliders - Towing restrictions.** A person shall not tow or pull a glider by airplane, motor vehicle or any other method where such towing or pulling is for the purpose of taking off unless approved by the director. (Ord. 9979 Art. 4 § 78, 1970.)
- 19.04.820 Aircraft - Agricultural activities prohibited.** No dusting, spraying of insecticide, or other flights of an agricultural nature shall be allowed from an airport. (Ord. 9979 Art. 4 § 84, 1970.)
- 19.04.830 Model aircraft - Operation prohibited.** No person shall fly or cause or permit the flying of model aircraft or any similar device on any airport. (Ord. 9979 Art. 4 § 88, 1970.)
- 19.04.840 Parachute jumping prohibited - Exception.** Parachute jumping within the confines of airport boundaries, flight patterns, approach zones or 45-degree entry legs, is prohibited unless prior approval is obtained from the FAA and the Division of Aeronautics of the state of California. (Ord. 9979 Art. 4 § 79, 1970.)
- 19.04.850 Aircraft - Maintenance and repair activities.**
- A. Aircraft may be maintained and repaired on county-owned airports in designated maintenance and repair areas and buildings, in leased areas and buildings, in tee hangars and tiedown spaces rented under aircraft storage license agreements, and in buildings or areas approved or assigned by the airport manager, subject to compliance with terms and conditions included in applicable leases or license agreements.
  - B. Aircraft maintenance and repair performed in the areas and buildings is authorized subject to compliance with appropriate Federal Aviation Regulations, government agencies as provided in Section 19.04.050 of this chapter, Building and Fire Codes, and airport regulations. Maintenance performed by commercial operators not otherwise authorized by lease license agreement or contract is permitted subject to compliance with Sections 19.04.520 and 19.04.580 of this chapter. (Ord. 10294 § 2, 1971: Ord. 9979 Art. 4 § 85, 1970.)
- 19.04.860 Aircraft - Washing facilities.** Aircraft shall be washed only in areas provided for that purpose, or in any other area so designated by the director. Arrangements for the use of these facilities shall be made in advance. (Ord. 9979 Art. 4 § 83, 1970.)
- 19.04.870 Aircraft - Fuel and oil.** The county of Los Angeles shall be the distributor for fuel and oil products on all airports. (Ord. 9979 Art. 4 § 89, 1970.)
- 19.04.880 Accident report requirements.** Witnesses of and participants involved in aircraft, vehicular or pedestrian accidents occurring on or within airport boundaries shall make a full report to the director as soon after the accident as practicable, and submit such information together with their names and addresses to complete required accident reports. (Ord. 9979 Art. 4 § 80, 1970.)
- 19.04.890 Damaged or disabled aircraft - Removal requirements.** The operator shall be responsible for the prompt removal of damaged or disabled aircraft or parts thereof unless required or directed to delay such action pending an investigation of the accident. In the event it shall become necessary for Los Angeles County airport personnel to move or have moved such disabled aircraft, or parts thereof, such removal shall be at the operator's expense, without liability to the county, its officers, employees or agents for damage which may result. (Ord. 9979 Art. 4 § 81, 1970.)

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- 19.04.900 Aircraft impound area - Placement conditions.** The director may establish an impound area on each airport to lock aircraft in place, and place therein any aircraft in possession of the county for which payment is owing to the county, and not paid on demand, for repairs, labor, supplies, materials or for storage of safekeeping; also for reasonable charges for the use of any landing aid and reasonable landing fee. The moving of such aircraft shall in no way obligate the county for any damages done. A \$ 10.00 charge for moving shall be added to the account. (Ord. 9979 Art. 4 § 90, 1970.)

### Part 5

#### MOTOR VEHICLE REGULATIONS<sup>3</sup>

##### Sections:

- 19.04.910 Operation regulations applicable.
  - 19.04.920 Flight operations area restrictions.
  - 19.04.930 Clearance of fire gate and entrance areas.
  - 19.04.940 Loading areas.
  - 19.04.950 Speed limits.
  - 19.04.960 Crossing runways - Procedures.
  - 19.04.970 Yield right-of-way to aircraft.
  - 19.04.980 Parking restrictions.
  - 19.04.990 Repairs and cleaning restricted.
  - 19.04.1000 Bicycles and certain other vehicles prohibited - Exceptions.
- 19.04.910 Operation regulations applicable.** Motor vehicles shall be operated on an airport in strict accordance with the motor vehicle laws of the state of California and local jurisdictions. In addition thereto, the following regulations set forth in this Part 5 pertaining to operation of motor vehicles on airports shall apply. (Ord. 9979 Art. 5 § 91, 1970.)
- 19.04.920 Flight operations area restrictions.**
- A. Motor vehicles shall not be permitted on the airport flight operations area except by prior approval of the director.
  - B. All motor vehicles in daily use on the flight operations area shall be painted as set forth in the Federal Aviation Administration Regulations (FARs) or subsequent FARs.
  - C. Other motor vehicles having occasion to enter the flight operations area shall display a flag above the vehicle. This flag shall be not less than three feet square, consisting of a checkered pattern of orange and white squares of not less than one foot on a side with the orange squares appearing at the corners and in the center of the flag. (Ord. 9979 Art. 5 § 92, 1970.)
- 19.04.930 Clearance of fire gate and entrance areas.** All fire gates and entrances shall be kept clear of motor vehicles at all times. (Ord. 9979 Art. 5 § 99, 1970.)
- 19.04.940 Loading areas.** All motor vehicles shall load and unload only at locations designated by the director. (Ord. 9979 Art. 5 § 97, 1970.)
- 19.04.950 Speed limits.** Motor vehicles shall be operated on established streets and roadways in strict compliance with speed limits posted on traffic signs, and in any event shall not be in excess of 25 miles per hour, and shall at all times be operated in a proper and safe manner. On passenger loading ramps



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and in areas immediately adjacent to hangars, speed shall not exceed 10 miles per hour. (Ord. 9979 Art. 5 § 93, 1970.)

- 19.04.960 Crossing runways - Procedures.** The operator of a motor vehicle authorized to enter taxiways or runways shall exercise caution so as to keep clear of aircraft and shall follow the directions of the control tower, if any. (Ord. 9979 Art. 5 § 94, 1970.)
- 19.04.970 Yield right-of-way to aircraft.** Motor vehicular traffic shall yield the right-of-way to aircraft. (Ord. 9979 Art. 5 § 95, 1970.)
- 19.04.980 Parking restrictions.** Motor vehicles shall not be parked on an airport other than in the manner and at locations designated by the director. (Ord. 9979 Art. 5 § 98, 1970.)
- 19.04.990 Repairs and cleaning restricted.** No person shall clean or make any repairs to motor vehicles anywhere on an airport, except those minor repairs necessary to remove such motor vehicles from an airport. (Ord. 9979 Art. 5 § 100, 1970.)
- 19.04.1000 Bicycles and certain other vehicles prohibited - Exceptions.** Bicycles, and other two- or three-wheel vehicles are strictly prohibited except when used in the conduct of business, such as transportation to an airport, or if approved by the director. (Ord. 9979 Art. 5 § 96, 1970.)

### Part 6

## FIRE REGULATIONS<sup>5</sup>

### Sections:

- 19.04.1010 Fire equipment requirements.
- 19.04.1020 Smoking and open-flame operations.
- 19.04.1030 Flammable materials - Use restrictions.
- 19.04.1040 Cleanliness of premises and equipment.
- 19.04.1050 Flammable rags and waste.
- 19.04.1060 Operations involving fire hazards.

### **19.04.1010 Fire equipment requirements.**

- A. Adequate and readily accessible fire extinguishers shall be provided by lessees, and maintained in proper working order. Each fire extinguisher shall carry a suitable tab showing date of most recent inspection.
- B. Use of any fire equipment, no matter how trivial, shall be reported to the director immediately after use. (Ord. 9979 Art. 6 § 101, 1970.)

### **19.04.1020 Smoking and open-flame operations.**

- A. Smoking or lighting of open flames shall be prohibited in the following locations:
  - 1. Places with posted "no smoking" signs;
  - 2. On ramps or aprons;
  - 3. Within 50 feet of fuel trucks or fuel-loading stations.

## AIRPORTS AND HARBORS

- B. Persons shall not be permitted to conduct any open-flame operations in any building, or part thereof, except those specifically rented for repair-shop purposes, unless specifically authorized by the director.
- C. Open flames, unprotected lightbulbs, blowtorches, heaters, welding, or other causes of fire or sources of sparks shall not be permitted within a distance of 100 feet while any fuel filling or draining operations are being conducted, or at any distance where ignition of fuel vapor is possible. (Ord. 9979 Art. 6 § 102, 1970.)

### 19.04.1030 Flammable materials - Use restrictions.

- A. No person shall keep, store, use or discard any flammable liquids, gases, signal flares or other similar material in hangars or in any building on any airport; however, such materials may be kept in aircraft in the proper receptacles installed in the aircraft for such purpose, or in rooms or areas specifically approved for such storage by the director.
- B. No cylinder or flask of compressed flammable gas shall be kept or stored except at such place as may be designated by the director.
- C. No gasoline shall be stored aboveground or brought upon the premises of an airport except by persons duly authorized by the director.
- D. Extreme caution shall be observed in handling paints, thinners and other flammable substances.
- E. The process of fabric preparation or painting shall not be carried on in any hangar or building other than those specifically approved for the purpose.
- F. No aircraft shall be fueled or drained while in a hangar or other enclosed place. Fueling shall be done in such a manner and with such equipment that adequate connections for the grounding at a point of zero electrical potential shall be continuously maintained during such times.
- G. No person shall use flammable volatile liquids in cleaning operations unless such cleaning operations are conducted in open air and 50 feet or more away from any other airplane, equipment or building.
- H. Aircraft or aircraft engines shall not be cleaned or degreased unless such operations are done in maintenance areas properly equipped to handle such works, or in a space designated for such purpose by the director. (Ord. 9979 Art. 6 § 103, 1970.)

### 19.04.1040 Cleanliness of premises and equipment.

- A. Hangars and building space shall be kept clean inside and out.
- B. Hangar floors, gasoline pits and trucks shall be kept clean and free of excess gasoline, grease and other flammable liquids, solids or gases.
- C. Floors shall be kept clean and free of oil, and no volatile or flammable solvent shall be used for cleaning floors. (Ord. 9979 Art. 6 § 104, 1970.)

### 19.04.1050 Flammable rags and waste.

- A. Lessees of hangars or other airport areas shall provide suitable metal receptacles for the storage of oily waste, rags and other rubbish. All such waste or rubbish shall be removed by the lessee at frequent

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intervals. In garages, shops or other buildings operated or maintained by the airport, the above and other rules prescribed by the director shall be observed by employees on the airport engaged in operation or maintenance of such garages, shops or other buildings.

- B. Boxes, crates, rubbish, paper or other litter shall not be permitted to accumulate in or about any hangar, and all oil, paint, varnish cans, bottles or other containers shall be removed from the hangar immediately upon being emptied.
- C. Any spilled gasoline in enclosures shall be wiped up immediately. The cleaning rags shall be disposed of promptly and the space ventilated. (Ord. 9979 Art. 6 § 105, 1970.)

**19.04.1060 Operations involving fire hazards.** When any operation involving fire hazard not specifically covered by any regulation contained in this chapter constitutes an unsafe practice, in the opinion of the director, the operator shall cease such operation immediately upon notice. (Ord. 9979 Art. 6 § 106, 1970.)

### Chapter 19.08

#### AIRPORT HAZARDS

##### Sections:

- 19.08.010 Definitions.
- 19.08.020 Board of supervisors findings.
- 19.08.030 High-tension electrical lines prohibited where.
- 19.08.040 Exceptions to chapter applicability.
- 19.08.050 Violation - Penalty.
- 19.08.060 Severability.

##### **19.08.010 Definitions. As used in this chapter:**

- A. "Airport" means any area of land or water which is used or intended for use for the landing and taking-off of aircraft.
- B. "Person" means any individual, firm, copartnership, joint adventure, association, social club, fraternal organization, corporation, estate, trust, business trust, receiver, syndicate, this and any other county, city and county, municipality, district or other political subdivision, or any other group or combination acting as a unit. (Ord. 6703 §§ 2 and 3, 1955.)

**19.08.020 Board of supervisors findings.** The board of supervisors finds that high-tension wires carrying in excess of 66,000 volts in close proximity to airports present an extreme hazard to human life because of the possibility of contact with such wires by planes due to engine failure or other difficulties. (Ord. 6703 § 1, 1955.)

**19.08.030 High-tension electrical lines prohibited where.** A person shall not construct, establish or maintain any high-tension line carrying more than 66,000 volts of electricity within 2,000 feet of the outer boundaries of any airport unless all parts of such wire or wires are not more than 65 feet above the highest portion of such outer boundaries of the airport. (Ord. 6703 § 4, 1955.)

**19.08.040 Exceptions to chapter applicability.** This chapter does not apply to any high-tension line existing on June 14, 1955, the day that the ordinance codified in this chapter was adopted, unless the voltage in such line is subsequently increased or such line is raised or its position changed so as to bring it nearer to the outer boundaries of any airport. (Ord. 6703 § 5, 1955.)

## AIRPORTS AND HARBORS

- 19.08.050 Violation - Penalty.** Violation of this chapter is punishable by a fine of not more than \$500.00 or by imprisonment in the County Jail for a period of not more than six months, or by both such fine and imprisonment. Each day during any portion of which any violation of any provision of this chapter is committed, continued or permitted is a separate offense. (Ord. 6703 § 7, 1955.)
- 19.08.060 Severability.** If any portion of the ordinance codified in this chapter or the application thereof to any person or circumstance is held invalid, the remainder of such ordinance and the application of such provision to other persons or circumstances shall not be affected thereby. (Ord. 6703 § 6, 1955.)

<sup>1</sup> *For statutory provisions on county airports, see Gov. Code § 26020 et seq. and § 50470 et. seq. For county Aero Museum, see Ch. 2.90 of this code. For interference with airport operation, see Ch. 13.14.*

## AIRPORTS AND HARBORS

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<sup>1</sup> *For statutory provisions on county airports, see Gov. Code § 26020 et seq. and § 50470 et. seq. For county Aero Museum, see Ch. 2.90 of this code. For interference with airport operation, see Ch. 13.14.*

EXHIBIT F

Minimum Standards

Attached.

ADOPTED - OCTOBER 30, 2012

# MINIMUM STANDARDS



**San Gabriel Valley Airport**  
4233 North Santa Anita Avenue  
El Monte, California 91731





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### 1. INTRODUCTION

#### 1.1. Airport Owner and Operator

- 1.1.1. San Gabriel Valley Airport (Airport), located at 4233 North Santa Anita Avenue in El Monte, California is owned and governed by the County of Los Angeles (County).
- 1.1.2. The County may from time to time, and currently does, utilize the services of a private business, or Contract Airport Manager (Manager), for the management and operation of the Airport.

#### 1.2. Purpose of Minimum Standards

- 1.2.1. It is the intent of the County to operate the Airport for the use and benefit of the public which shall be made available to all types, kinds, and classes of Aeronautical Activities on fair and reasonable terms.
- 1.2.2. Consistent with the County's objective to promote quality General Aviation products, services and facilities at the Airport, these Minimum Standards establish the minimum requirements to be met by an Entity as a condition for the privilege to conduct an Aeronautical Activity or provide a Commercial Aeronautical product, service or facility at the Airport.
- 1.2.3. These Minimum Standards have been developed in accordance with FAA Advisory Circular #150-5190-7, *Minimum Standards for Commercial Aeronautical Activities* (8/28/2006).

#### 1.3. Applicability

- 1.3.1. All Entities conducting Commercial Aeronautical Activities at the Airport, hereinafter referred to as a Commercial Aeronautical Operator, shall, as a condition of conducting such activities, comply with all applicable requirements concerning such activities as set forth in these Minimum Standards and any amendments thereto. The requirements set forth herein are the Minimum Standards which are applicable to persons conducting Commercial Aeronautical Activities at the Airport and all persons are encouraged to exceed such Minimum Standards in conducting their activities. These Minimum Standards shall be deemed to be a part of each Commercial Aeronautical Operator's Lease, license, permit or Agreement with or from the County unless any such provisions are waived or modified, in writing, by an authorized representative of the County. The mere omission of any particular standard from a Commercial Aeronautical Operator's written Lease, license, permit or Agreement with the County, shall not constitute a waiver or modification of such standard in the absence of clear and convincing evidence that the County intended to waive or modify such standard.
- 1.3.2. Except as provided for in existing Agreements, these Minimum Standards shall apply to any new Agreement or any new amendment to, or renewal of, any existing Agreement relating to occupancy or use of Airport land or Improvements, including, but not limited to: Commercial Aeronautical Activities, Non-Commercial Aircraft Storage and Self-Fueling Activities at the Airport.
- 1.3.3. Commercial Aeronautical Operators currently engaged in a Commercial Aeronautical Activity(ies) on the Airport shall, in order to continue to engage in such Activity(ies),





have up to three (3) months from the adoption of these Minimum Standards to obtain an authorized Commercial Operator Application / Permit.

### 1.4. Conflicting Regulatory Measures and Agreements

- 1.4.1. If a provision of these Minimum Standards is found to be in conflict with any other provision of these Minimum Standards, a provision of any Regulatory Measure, or a provision of an existing Agreement or Permit (if provided for in the Agreement or Permit) or future Agreement or Permit, the provision that establishes the higher or stricter standard shall prevail.
- 1.4.2. It is not the intent of these Minimum Standards to repeal, abrogate, annul, or in any way impair or interfere with any existing provision of any Regulatory Measure.

### 1.5. Amendments and Exemptions

- 1.5.1. These Minimum Standards may be updated or otherwise modified at any time by the County as the County deems appropriate in accordance with County needs, requirements and processes.
- 1.5.2. The County may consider and authorize certain variances or exemptions to these Minimum Standards when a proposed Activity(ies) may not be adequately addressed in these Minimum Standards. Such variances or exemptions shall be consistently applied and on reasonable terms.
- 1.5.3. The County may, at its sole discretion, authorize Commercial Aeronautical Operators to conduct Activity(ies) under terms and conditions that may be less stringent than these Minimum Standards but only for:
  - 1.5.3.1. Commercial Aeronautical Operators engaged in authorized Activities in accordance with a current Agreement with the County containing less stringent standards or,
  - 1.5.3.2. Commercial Aeronautical Operators providing a product, service, and/or facility which is/are not readily available at the Airport and only for a restricted period of time as may be permitted by the County.

### 1.6. Enforcement and Appeals

- 1.6.1. The County and its Manager are empowered to administer, require compliance with, and enforce these Minimum Standards.
- 1.6.2. The County and its Manager reserve the right to deny access to the Airport and its facilities without liability to any person, Entity, firm or corporation that fails or refuses to fully obey and comply with these Minimum Standards.
- 1.6.3. An Entity aggrieved by a decision of the Manager pertaining to these Minimum Standards, a Commercial Operator Application / Permit, or a Self-Service Fueling Application / Permit pertaining to Activities at the Airport may appeal in writing such decision to the County of Los Angeles Aviation Division Chief (Director) within ten (10) days after a decision is issued by the Manager.
  - 1.6.3.1. The decision of the Director regarding such appeals shall be provided to the aggrieved party in writing and shall be final.



### 1.7. Definitions

- 1.7.1. Terms frequently used throughout these Minimum Standards and the Commercial Operator Application / Permit and Self-Service Fueling Application / Permit are capitalized and defined in Section 15 of these Minimum Standards.



### 2. GENERAL PROVISIONS AND REQUIREMENTS

#### 2.1. Introduction

2.1.1. These general provisions and requirements shall apply to all Commercial Aeronautical Operators engaged in Commercial Activities at the Airport.

2.1.1.1. Where relevant, these general provisions and requirements shall also apply to Non-Commercial Entities such as Aircraft Storage Operators (Non-Commercial) and Self-Fueling Permittees as described in these Minimum Standards.

#### 2.2. Permit/Agreement

2.2.1. Any Entity who desires to conduct any Commercial Aeronautical Activity(ies) at the Airport shall, prior to conducting such Activity(ies), submit a completed Commercial Operator Application / Permit to, and receive approval thereof from, the County or its Manager.

2.2.2. Any Entity who desires to conduct Self-Fueling at the Airport shall, prior to conducting Self-Fueling, submit a completed Self-Fueling Application / Permit to, and receive approval thereof from, the County or its Manager.

2.2.3. The County or its Manager shall be responsible for processing the Commercial Operator Application / Permit and the Self-Fueling Application / Permit. The County or its Manager may deny any Commercial Operator Application / Permit or Self-Fueling Application / Permit if the County or its Manager determines that:

2.2.3.1. The Applicant does not meet the qualifications and standards set forth in these Minimum Standards;

2.2.3.2. The proposed Activity(ies) are likely to create a safety hazard at the Airport;

2.2.3.3. The Activity(ies) will require the County to expend funds or to supply labor or materials as a result of the Applicant's Activity(ies), or will result in a financial loss to the Airport and/or County;

2.2.3.4. No appropriate space or land is available to accommodate the proposed Activity(ies);

2.2.3.5. The proposed Activity(ies) are not consistent with the Airport Master Plan and/or Airport Layout Plan;

2.2.3.6. The proposed Activity(ies) are likely to result in a congestion of Aircraft or buildings, a reduction in Airport capacity, interference with Airport operations or the operations of any existing Airport users at the Airport;

2.2.3.7. The Applicant or any of its Principals has knowingly made any false or misleading statements in the course of applying for a Lease, license, permit or Agreement;

2.2.3.8. The Applicant does not have the technical capabilities, experience or financial resources to properly conduct the proposed Activity(ies);

2.2.3.9. The proposed Activity(ies) could result in non-compliance with any Federal, State, or local code, regulation, obligation or assurance;





2.2.3.10. The Applicant has not submitted appropriate or satisfactory documentation such as insurance, business license, or other licenses or certificates supporting the proposed Activity(ies) in accordance with the Commercial Operator Application / Permit or Self-Fueling Application / Permit.

### 2.3. Compliance with Regulatory Measures

2.3.1. Commercial Aeronautical Operators and other Entities engaged in Activities at the Airport shall abide by these Minimum Standards, Rules and Regulations, Title 19 - Airports and Harbors and any other policies and/or procedures established by the County or its Manager for the safe, orderly and efficient operation of the Airport.

2.3.2. Commercial Aeronautical Operators and other Entities engaged in Activities at the Airport will not engage in any Activity or Agreement that does not comply, or that precludes the County from complying, with all applicable Federal, State and local rules, regulations, ordinances, laws, codes or statutes.

### 2.4. Fees, Rents and Charges

2.4.1. Commercial Aeronautical Operators and other Entities engaged in Activities at the Airport shall pay all applicable fees, rents and charges as may be established by the County.

### 2.5. Written Communications

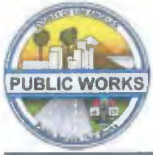
2.5.1. All written communications including notices, requests for consent or approval, applications, letters of intent, and other filings required or desired to be given by the County, the Manager, Commercial Aeronautical Operator or other Entity shall be sent in writing, and shall be deemed sufficiently given when same is: (i) delivered personally, by messenger, by courier or by Process Server; or (ii) deposited in the United States Postal System mail, sufficient postage prepaid, registered or certified mail, with return receipt requested, addressed to the recipient.

### 2.6. Identification of Commercial Activities

2.6.1. *Business*: Except as expressly provided for in a Commercial Aeronautical Operator's Agreement with the County, all Commercial businesses, places where Commercial products, services, and/or facilities are being accomplished or offered, must have clear signage readily visible to the general public identifying the business name, address, business license number and current contact information. If Commercial business is conducted after sunset, the signage must be lit.

2.6.1.1. The subject matter, type, design, number, location and elevation of signs, whether lighted or unlighted, shall be subject to, and in accordance with, the written approval of the County or Manager, and said approval shall not be unreasonably withheld. No sign will be approved that may be confusing to aircraft pilots or automobile drivers or other traffic, or which fails to conform to the architectural scheme of the Airport or meet the requirements of the County.

2.6.2. *Vehicles*: Any Vehicle used for Commercial purposes in the Airside Area must bear identification designating the Commercial Aeronautical Operator to whom the vehicle is assigned. The display of identification shall be in letters in sharp contrast to the



## San Gabriel Valley Airport

## GENERAL PROVISIONS AND REQUIREMENTS

background and shall be of such size, shape, and color as to be readily legible during daylight hours from a distance of 50 feet.

- 2.6.3. *Licenses and Permits:* All Commercial Aeronautical Operators shall have, maintain and display in clear view to customers and other entities a current business license, City or otherwise, and Commercial Operator Application / Permit or Self-Fueling Application / Permit while operating on the Airport.

### 2.7. Multiple Activities

- 2.7.1. Whenever a Commercial Aeronautical Operator provides multiple services, that Entity shall comply with the most stringent applicable Minimum Standards for the products, services or facilities being provided.

### 2.8. Minimum Premises

- 2.8.1. Commercial Aeronautical Operator shall lease, sublease, or construct sufficient land and/or Improvements on Airport property from which to conduct its Activity(ies) consistent with these Minimum Standards.

### 2.9. Qualifications

- 2.9.1. Commercial Aeronautical Operator shall procure all licenses, certificates, permits or other authorization from all governmental or other authorities, if any, having jurisdiction over the Commercial Aeronautical Operator's operations at the Airport which may be necessary for the Commercial Aeronautical Operator's operations thereat.
- 2.9.2. Commercial Aeronautical Operator and other Entities engaged in Activities at the Airport shall have current all required licenses, certificates and permits applicable to the services being offered and/or performed at the Airport.

### 2.10. Personnel, Subtenants and Invitees; Control and Demeanor

- 2.10.1. Each Commercial Aeronautical Operator shall employ a sufficient number of trained, on-duty personnel to provide for the efficient, safe, orderly and proper compliance with its obligations under its Lease, license, permit or Agreement.
- 2.10.2. Each Commercial Aeronautical Operator shall control the conduct and demeanor of its personnel, subtenants, licensees and invitees and, upon objection by the County and/or its Manager concerning the conduct or demeanor of any such person, the Commercial Aeronautical Operator shall immediately take all lawful steps necessary to remove the cause of the objection.
- 2.10.3. Each Commercial Aeronautical Operator shall conduct their operations in a safe, orderly, efficient and proper manner so as not to unreasonably disturb, endanger or be offensive to others.

### 2.11. Equipment

- 2.11.1. Commercial Aeronautical Operator shall retain adequate Equipment to meet its customers' needs and to fully comply with these Minimum Standards and applicable Agreements, permits, and Regulatory Measures.
- 2.11.2. Commercial Aeronautical Operator's required Equipment, if any, including vehicles and aircraft, shall be fully operational at all times.





## San Gabriel Valley Airport

## GENERAL PROVISIONS AND REQUIREMENTS

### 2.12. Hours of Activity

- 2.12.1. Each Commercial Aeronautical Operator shall provide its products, services, and/or facilities during hours as may be described in its Agreement which shall be consistent with current local demand for such Activities.
- 2.12.2. The Commercial Aeronautical Operator's business hours and a contact telephone number shall be clearly posted on the Commercial Aeronautical Operator's premises in public view at all times.

### 2.13. Fees for Products, Services, and Facilities

- 2.13.1. Each Commercial Aeronautical Operator may establish the rates and charges for all of its products, services and facilities provided that such rates and charges are reasonable and fairly applied to the public.

### 2.14. Security

- 2.14.1. Commercial Aeronautical Operator shall have a documented security plan consistent with its Activity(ies) and adequate for the type of operation and services being provided. The security plan shall be made available to an authorized representative of the County or its Manager upon request and shall address at a minimum procedures for the following:
  - 2.14.1.1. Securing Commercial Aeronautical Operator's Leasehold to prevent unauthorized access to the Leasehold and the Airside Area of the Airport.
  - 2.14.1.2. Monitoring and controlling access to the Airside Area of the Airport through Commercial Aeronautical Operator's Leasehold.
  - 2.14.1.3. Providing escort to vendors, customers or other visitors operating vehicles on the Airside Area of the Airport.
  - 2.14.1.4. Informing Commercial Aeronautical Operator's employees, vendors, customers and other visitors of security requirements and procedures.

### 2.15. Indemnification

- 2.15.1. Commercial Aeronautical Operator and other Entities engaged in Activities at the Airport shall indemnify, defend, release, save and hold harmless County and Manager, and their officials, employees, officers, districts and agents (collectively, "Indemnified Parties" or singularly, "Indemnified Party") from and against all claims, actual damages (including, without limitation, special and consequential damages), injuries, costs, response costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal and administrative proceedings, interest, fines, incremental increases in subsequent fine levels solely due to the activities covered by this indemnification, charges, penalties and expenses (including, without limitation, reasonable attorneys', engineers', consultants' and expert witness' fees and costs incurred in defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by any Indemnified Party, directly or indirectly arising from, or attributable to, the Activity of Commercial Aeronautical Operator, except to the extent of County's or Manager's negligence.



## San Gabriel Valley Airport

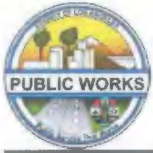
## GENERAL PROVISIONS AND REQUIREMENTS

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2.15.2. Indemnification provisions of these Minimum Standards are intended to apply to the California Environmental Response, Compensation and Liability Act (CERCLA) as well as to liability under the California Health and Safety Code.

### 2.16. Insurance

2.16.1. Commercial Aeronautical Operator and other Entities engaged in Activities at the Airport shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.



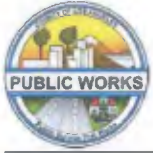
### 3. CONTRACT AIRPORT MANAGER

#### 3.1. Introduction and Overview

Pursuant to Section 44.7 of the Los Angeles County Charter as implemented by Los Angeles County Code Section 2.121.250, et seq., the County is permitted to contract with private businesses to perform services when it is more economical or feasible to do so.

The County has engaged a Contract Airport Manager (Manager) which is authorized through an Agreement with the County for the management and operation of the five County of Los Angeles airports: Bracket Field Airport, Compton/Woodley Airport, San Gabriel Valley Airport, General Wm. J. Fox Airfield, and Whiteman Airport.

3.1.1. The Manager shall fully comply with its Agreement with the County for the management and operation of the County airports, the Fixed Base Operator (FBO) requirements as described in Section 4 of these Minimum Standards, and all applicable Regulatory Measures.



#### 4. FIXED BASE OPERATOR (FBO)

##### 4.1. Introduction

A Fixed Base Operator (FBO) is a Commercial Aeronautical Operator which maintains facilities at the Airport for the purpose of engaging, at a minimum, in the retail sale of products, services, and facilities including Aviation Fuels Jet A and Aviation Gasoline (100LL) and lubricants, passenger and Aircraft crew and ground support services, Aircraft storage (hangar and tiedown) and associated auto parking.

4.1.1. FBO may subcontract any of the required activities as described in this Section 4 of the Minimum Standards only with the prior written consent of the Director.

##### 4.2. Compliance With Regulatory Measures

4.2.1. FBO shall comply with the National Fire Protection Association's (NFPA) codes and standards such as NFPA 407 and NFPA 409, as may be amended, FAA Advisory Circular 150/5230-4 as may be amended, FAA Advisory Circular 00-34A as may be amended, all Rules and Regulations, Regulatory Measures and other applicable laws related to the handling, dispensing and storage of Aviation Fuels.

##### 4.3. Fuel Records and Reporting

4.3.1. FBO shall provide as directed the County and/or its Manager on the 15<sup>th</sup> of each month a report in a format acceptable to the County detailing the total gallons of Aviation Fuels, by type, delivered to and dispensed by the FBO during the preceding month.

##### 4.4. Standard Operating Procedures

4.4.1. FBO shall develop standard operating procedures for its aviation fueling activities and provide a current copy of the same to the County. The County and/or the Manager may periodically conduct inspections and reviews of the FBO's standard operating procedures, activities and personnel to ensure adherence to these Minimum Standards and safe practices.

##### 4.5. Minimum Premises

4.5.1. All Improvements shall be located on Contiguous land and shall include a minimum of the following:

4.5.1.1. Pavement for Parking and Maneuvering Aircraft (Apron): One (1) Acre (43,560 Square Feet) to accommodate the Parking (for Aircraft not utilizing a hangar) and/or maneuvering of Aircraft owned, operated, leased, or serviced by FBO without interfering with Aircraft operating in the Airport Operations Area.

4.5.1.1.1. Apron area shall include a minimum of ten (10) dedicated Aircraft Tiedown spaces with appropriate Tiedown anchors and chains.

4.5.1.2. Hangar: 10,000 Square Feet (individual hangars of no less than 1,250 Square Feet each) or sufficient hangar area to accommodate the largest Aircraft stored or being serviced by FBO, whichever is greater.

4.5.1.3. Facilities:

4.5.1.3.1. Customer Area: 1,500 Square Feet to include sufficient and dedicated space for customer lounge/waiting area, public use





telephone, and clean restrooms that are handicap compliant during its hours of activity(ies).

4.5.1.3.2. Office Area: 500 Square Feet to accommodate FBO's administrative activities and include sufficient and dedicated space for employee offices, work areas, and storage.

4.5.1.3.3. Shop Area (required if performing Aircraft Maintenance that requires hangar): Shall accommodate FBO's work activities and include sufficient and dedicated space for parts storage and work areas.

4.5.1.4. Fuel Farm and Refueling Vehicle Parking Area: as appropriate to sufficiently address the requirements of Sections 4.7 and 4.8 of these Minimum Standards.

4.5.1.5. Vehicle Parking: Consistent with County and/or City requirements and sufficient to accommodate FBO's employees, customers, subtenants, and other visitors.

#### 4.6. Qualifications

4.6.1. FBO shall have current all required licenses, permits and certifications applicable to the services being offered and/or performed.

#### 4.7. Fuel Storage

4.7.1. FBO shall have control of, and maintain in a clean, safe and fully-functional condition an on-airport above-ground fuel storage facility in a location approved by the County. The fuel storage facility shall have total capacity for the equivalent of three day's supply of aviation fuel for aircraft being serviced by the FBO. In no event shall the total storage capacity be less than the following:

4.7.1.1. 8,000 gallons for Jet A fuel storage

4.7.1.2. 8,000 gallons for Aviation Gasoline (100LL) storage

#### 4.8. Fueling Vehicles and Equipment

4.8.1. FBO shall provide fuel dispensing equipment sufficient to serve the needs of the aircraft normally frequenting the Airport, which may include the provision of at least one (1) Jet A refueling vehicle and one (1) Aviation Gasoline refueling vehicle. Jet A refueling vehicles shall have single-point and over-the-wing fueling capabilities and minimum capacity of 750 gallons. Aviation Gasoline refueling vehicles shall also have a minimum capacity of 750 gallons.

4.8.2. FBO shall have in its possession at all times, a minimum of one operational refueling vehicle for each type of Aviation Fuel available.

#### 4.9. Other Equipment

4.9.1. FBO shall have available and in good operating condition, the necessary equipment to provide its services in a safe, efficient and professional manner. Minimum equipment shall include tire repair equipment, emergency starting equipment, portable compressed air tanks, fire extinguishers, chocks, ropes and Tiedown supplies as may be necessary for the servicing of Aircraft types expected to use the Airport.



4.9.2. FBO shall have and maintain the equipment that is required to safely and efficiently move (tow) Aircraft normally frequenting the Airport, including a tug and tow bars with rated draw bar pull sufficient for such Aircraft.

### 4.10. Personnel

4.10.1. FBO shall provide competent personnel to safely carry out its Activity(ies) in a courteous, prompt and efficient manner adequate to meet the reasonable demands of the public seeking its services.

4.10.2. FBO shall employ and have on-duty seven (7) days per week between 8:00 a.m. and 5:00 p.m. at least two (2) properly trained and qualified employees capable of providing Aircraft fueling services, Aircraft Parking, ancillary Aircraft ground services and related customer services and support.

4.10.3. FBO shall obtain a fuel handler's permit and require all of its fuel-handling personnel to attend training courses and receive periodic refresher training as may be required by the County.

### 4.11. Hours of Activity

4.11.1. Aircraft fueling services, Aircraft Parking/storage services, and passenger and Aircraft crew and ground support services shall be available to meet the reasonable demands of the public for such services seven (7) days per week, eight (8) hours a day, including holidays.

4.11.2. Fueling services and aircraft Parking/storage services shall be available after hours, on-call, with a response time not to exceed 60-minutes.

### 4.12. Insurance

4.12.1. FBO shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.



## 5. SPECIALIZED AVIATION SERVICE OPERATOR (SASO)

### 5.1. Introduction

A Specialized Aviation Service Operator (SASO) is a Commercial Aeronautical Operator engaged in providing Aviation products, services, and/or facilities. Aside from the various SASOs described in the subsequent sections of these Minimum Standards, other general SASOs may include, but not be limited to, Commercial Aeronautical Activities such as: aviation insurance, propeller or specialty maintenance or repair, aircraft interiors, nonstop sightseeing flights that begin and end at the Airport, aerial media, photography or survey, power line or pipeline patrol, fire-fighting or fire patrol, or airborne mineral exploration.

### 5.2. Minimum Premises

5.2.1. All Improvements shall be located on Contiguous land and shall include a minimum of the following:

5.2.1.1. Pavement for Parking and Maneuvering Aircraft (Apron): Sufficient Apron to accommodate the Parking (for Aircraft not utilizing a hangar) and/or maneuvering of Aircraft owned, operated, leased, or serviced by SASO without interfering with Aircraft operating in the Airport Operations Area.

5.2.1.2. Hangar: If SASO is storing Aircraft in hangar(s) and/or performing Aircraft Maintenance that requires hangar, SASO shall have 2,500 square feet of hangar or sufficient hangar area to accommodate the largest Aircraft stored or being maintained by SASO, whichever is greater.

5.2.1.3. Facilities:

5.2.1.3.1. Customer Area: Shall include sufficient and dedicated space for (or immediate access to) customer lounge/waiting area, public use telephone, and clean restrooms during SASO's hours of Activity(ies).

5.2.1.3.2. Office Area: Shall accommodate SASO's administrative activities and include sufficient and dedicated space for employee offices, work areas, and storage.

5.2.1.3.3. Shop Area (required if performing Aircraft Maintenance that requires hangar): Shall accommodate SASO's work activities and include sufficient and dedicated space for parts storage and work areas.

5.2.1.4. Vehicle Parking: Consistent with County and/or City requirements and sufficient to accommodate SASO's employees, customers, subtenants, and other visitors.

5.2.1.4.1. If space for Vehicle Parking is not available on SASO's Contiguous land, Vehicle Parking shall be situated in close proximity to SASO's facility/Improvements.

### 5.3. Qualifications

5.3.1. SASO shall have current all required licenses, permits and certifications applicable to the products, services, and/or facilities being offered.



### 5.4. Personnel

5.4.1. SASO shall provide personnel to safely carry out its Activity(ies) in a courteous, prompt and efficient manner adequate to meet the reasonable demands of the public seeking its products, services, and/or facilities.

### 5.5. Commercial Operator Application / Permit

5.5.1. Prior to engaging in any Commercial Activities at the Airport, SASO shall submit a Commercial Operator Application / Permit to the Manager for approval.

5.5.2. No Commercial Activities shall occur at the Airport without a Commercial Operator Application / Permit signed and accepted by an authorized representative of the Manager's Airport Manager.

### 5.6. Equipment

5.6.1. SASO shall maintain and make available sufficient equipment, including a minimum of one (1) aircraft if appropriate, to conduct its Activity(ies).

### 5.7. Hours of Activity

5.7.1. SASO shall be open and its products, services and facilities available during appropriate hours to meet the reasonable demands of the public.

### 5.8. Insurance

5.8.1. SASO shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.





### 6. AIRCRAFT MAINTENANCE PROVIDER

#### 6.1. Introduction

An Aircraft Maintenance Provider is a Specialized Aviation Service Operator providing one or more of the following services: airframe maintenance, engine or accessory overhaul, repair services on Aircraft which may include jet Aircraft and helicopters, and the sale of Aircraft parts and accessories.

#### 6.2. Minimum Premises

6.2.1. All Improvements shall be located on Contiguous land and shall include a minimum of the following:

- 6.2.1.1. Pavement for Parking and Maneuvering Aircraft (Apron): Sufficient Apron to accommodate the Parking (for Aircraft not utilizing a hangar) and/or maneuvering of Aircraft owned, operated, leased, or serviced by Aircraft Maintenance Provider without interfering with Aircraft operating in the Airport Operations Area.
- 6.2.1.2. Hangar: 2,500 Square Feet or sufficient hangar area to accommodate the largest Aircraft being maintained by Aircraft Maintenance Provider, whichever is greater.
- 6.2.1.3. Facilities:
  - 6.2.1.3.1. Customer Area: Shall include sufficient and dedicated space for (or immediate access to) customer lounge/waiting area, public use telephone, and clean restrooms during Aircraft Maintenance Provider's hours of Activity(ies).
  - 6.2.1.3.2. Office Area: Shall accommodate Aircraft Maintenance Provider's administrative activities and include sufficient and dedicated space for employee offices, work areas, and storage.
  - 6.2.1.3.3. Shop Area: Shall accommodate Aircraft Maintenance Provider's work activities and include sufficient and dedicated space for parts storage and work areas.
- 6.2.1.4. Vehicle Parking: Consistent with County and/or City requirements and sufficient to accommodate Aircraft Maintenance Provider's employees, customers, subtenants, and other visitors.
  - 6.2.1.4.1. If space for Vehicle Parking is not available on Aircraft Maintenance Provider's Contiguous land, Vehicle Parking shall be situated in close proximity to Aircraft Maintenance Provider's facility/Improvements.

#### 6.3. Qualifications

6.3.1. Aircraft Maintenance Provider shall have current all required licenses, permits and certifications applicable to the work being performed.



6.4. Personnel

- 6.4.1. Aircraft Maintenance Provider shall provide personnel to adequately and safely carry out the Activity(ies) in a courteous, prompt and efficient manner adequate to meet the reasonable demands of the public seeking such services.
- 6.4.2. At least one (1) employee shall be currently certified by the FAA with ratings appropriate to the work being performed and who holds an airframe, power plant, or Aircraft Inspector rating.

6.5. Equipment

- 6.5.1. Aircraft Maintenance Provider shall maintain and make available sufficient equipment to conduct its Activity(ies).

6.6. Hours of Activity

- 6.6.1. Aircraft Maintenance Provider shall be open and its services and qualified personnel available during appropriate hours to meet the reasonable demands of the public.

6.7. Insurance

- 6.7.1. Aircraft Maintenance Provider shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.



## 7. AVIONICS OR INSTRUMENT MAINTENANCE PROVIDER

### 7.1. Introduction

An Avionics or Instrument Maintenance Provider is a Specialized Aviation Service Operator providing repair and/or maintenance of Aircraft radios, avionics, instruments, accessories and/or similar Aircraft components, including the sale of new or used parts and components necessary for such repairs.

### 7.2. Minimum Premises

7.2.1. All Improvements shall be located on Contiguous land and shall include a minimum of the following:

7.2.1.1. Pavement for Parking and Maneuvering Aircraft (Apron): Sufficient Apron to accommodate the Parking (for Aircraft not utilizing a hangar) and/or maneuvering of Aircraft owned, operated, leased, or serviced by Avionics or Instrument Maintenance Provider without interfering with Aircraft operating in the Airport Operations Area.

7.2.1.2. Hangar: 2,500 Square Feet or sufficient hangar area to accommodate the largest Aircraft being maintained by Avionics or Instrument Maintenance Provider, whichever is greater.

7.2.1.3. Facilities:

7.2.1.3.1. Customer Area: Shall include sufficient and dedicated space for (or immediate access to) customer lounge/waiting area, public use telephone, and clean restrooms during Avionics or Instrument Maintenance Provider's hours of Activity(ies).

7.2.1.3.2. Office Area: Shall accommodate Avionics or Instrument Maintenance Provider's administrative activities and include sufficient and dedicated space for employee offices, work areas, and storage.

7.2.1.3.3. Shop Area: Shall accommodate Avionics or Instrument Maintenance Provider's work activities and include sufficient and dedicated space for parts storage and work areas.

7.2.1.4. Vehicle Parking: Consistent with County and/or City requirements and sufficient to accommodate Avionics or Instrument Maintenance Provider's employees, customers, subtenants, and other visitors.

7.2.1.4.1. If space for Vehicle Parking is not available on Avionics or Instrument Maintenance Provider's Contiguous land, Vehicle Parking shall be situated in close proximity to Avionics or Instrument Maintenance Provider's facility/Improvements.

### 7.3. Qualifications

7.3.1. Avionics or Instrument Maintenance Provider shall have current all required licenses, permits and certifications applicable to the work being performed.

7.3.2. Avionics or Instrument Maintenance Provider conducting maintenance on turboprop or turbojet aircraft shall be certificated as an FAA Repair Station.



**7.4. Personnel**

7.4.1. Avionics or Instrument Maintenance Provider shall provide personnel to adequately and safely carry out the Activity(ies) in a courteous, prompt and efficient manner adequate to meet the reasonable demands of the public seeking such services.

**7.5. Equipment**

7.5.1. Avionics or Instrument Maintenance Provider shall maintain and make available sufficient Equipment to conduct its Activity(ies).

**7.6. Hours of Activity**

7.6.1. Avionics or Instrument Maintenance Provider shall be open and its services and qualified personnel available during appropriate hours to meet the reasonable demands of the public.

**7.7. Insurance**

7.7.1. Avionics or Instrument Maintenance Provider shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.





## 8. AIRCRAFT RENTAL PROVIDER OR FLIGHT TRAINING PROVIDER

### 8.1. Introduction

An Aircraft Rental Provider is a Specialized Aviation Service Operator engaged in leasing or rental of Aircraft to the public.

A Flight Training Provider is a Specialized Aviation Service Operator engaged in providing instruction in dual and solo flight training, in fixed-wing and/or rotary-wing Aircraft, and providing such related ground school instruction as is necessary to take a written examination and night check ride for the categories of pilot's licenses and ratings involved.

### 8.2. Minimum Premises

8.2.1. All Improvements shall be located on Contiguous land and shall include a minimum of the following:

8.2.1.1. Pavement for Parking and Maneuvering Aircraft (Apron): Sufficient Apron to accommodate the Parking (for Aircraft not utilizing a hangar) and/or maneuvering of Aircraft owned, operated, leased, or serviced by Aircraft Rental Provider and Flight Training Provider without interfering with Aircraft operating in the Airport Operations Area.

8.2.1.2. Hangar (if applicable): If Aircraft Rental Provider or Flight Training Provider is storing Aircraft in hangar(s) and/or performing Aircraft Maintenance that requires hangar, Aircraft Rental Provider or Flight Training Provider shall have 2,500 square feet of hangar or sufficient hangar area to accommodate the largest Aircraft stored or being maintained by Aircraft Rental Provider or Flight Training Provider, whichever is greater.

8.2.1.3. Facilities:

8.2.1.3.1. Customer Area: Shall include sufficient and dedicated space for (or immediate access to) customer lounge/waiting area, public use telephone, and clean restrooms during Aircraft Rental Provider's or Flight Training Provider's hours of Activity(ies).

8.2.1.3.2. Office Area: Shall accommodate Aircraft Rental Provider's or Flight Training Provider's administrative activities and include sufficient and dedicated space for employee offices, work areas, and storage.

8.2.1.3.3. Flight Training Area: Shall include sufficient and dedicated space to accommodate flight training activities.

8.2.1.3.4. Shop Area (required if performing Aircraft Maintenance that requires hangar): Shall accommodate Aircraft Rental Provider's or Flight Training Provider's work activities and include sufficient and dedicated space for parts storage and work areas.

8.2.1.4. Vehicle Parking: Consistent with County and/or City requirements and sufficient to accommodate Aircraft Rental Provider's or Flight Training Provider's employees, customers, subtenants, and other visitors.

8.2.1.4.1. If space for Vehicle Parking is not available on Aircraft Rental Provider's or Flight Training Provider's Contiguous land, Vehicle



## San Gabriel Valley Airport

## AIRCRAFT RENTAL PROVIDER OR FLIGHT TRAINING PROVIDER

Parking shall be situated in close proximity to Aircraft Rental Provider or Flight Training Provider's facility/Improvements.

### 8.3. Qualifications

8.3.1. Aircraft Rental Provider or Flight Training Provider and its flight instructors shall have current all required licenses, permits and certifications applicable to its Activity(ies).

### 8.4. Personnel

8.4.1. Aircraft Rental Provider or Flight Training Provider shall provide personnel to adequately and safely carry out the Activity(ies) in a courteous, prompt and efficient manner adequate to meet the reasonable demands of the public seeking such services.

### 8.5. Equipment

8.5.1. Aircraft Rental Provider or Flight Training Provider shall make available for rental or flight training two (2) properly certified and airworthy Aircraft.

### 8.6. Hours of Activity

8.6.1. Aircraft Rental Provider or Flight Training Provider shall be open and its services and qualified personnel available during appropriate hours to meet the reasonable demands of the public.

### 8.7. Insurance

8.7.1. Aircraft Rental Provider or Flight Training Provider shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.

8.7.2. Aircraft Rental Provider or Flight Training Provider shall post a notice and incorporate within the Aircraft rental and flight instruction agreements the coverage and limits provided to the renter or student by the Aircraft Rental Provider or Flight Training Provider, as well as a statement advising that additional coverage is available to such renter or student through the purchase of an individual non-ownership liability policy. Aircraft Rental Provider or Flight Training Provider shall provide a copy of such notice to the County and its Contract Airport Manager.



9. AIRCRAFT CHARTER PROVIDER OR AIRCRAFT MANAGEMENT PROVIDER

9.1. Introduction

An Aircraft Charter Provider is a Specialized Aviation Service Operator engaged in providing air transportation of persons or property to the general public for hire, either on a charter basis or as defined by the FAR Part 135.

An Aircraft Management Provider is a Specialized Aviation Service Operator engaged in providing Aircraft management which may include, but not be limited to, the coordination of flight crews and flights and Aircraft storage and maintenance.

9.2. Minimum Premises

9.2.1. All Improvements shall be located on Contiguous land and shall include a minimum of the following:

9.2.1.1. Pavement for Parking and Maneuvering Aircraft (Apron): Sufficient Apron to accommodate the Parking (for Aircraft not utilizing a hangar) and/or maneuvering of Aircraft owned, operated, leased, or serviced by Aircraft Charter Provider or Aircraft Management Provider without interfering with Aircraft operating in the Airport Operations Area.

9.2.1.2. Hangar (if applicable) – If Aircraft Charter Provider or Aircraft Management Provider is storing Aircraft in hangar(s) and/or performing Aircraft Maintenance that requires hangar, Aircraft Charter Provider or Aircraft Management Provider shall have 2,500 square feet of hangar or sufficient hangar area to accommodate the largest Aircraft stored or being maintained by Aircraft Charter Provider or Aircraft Management Provider, whichever is greater.

9.2.1.3. Facilities:

9.2.1.3.1. Customer Area: Shall include sufficient and dedicated space for (or immediate access to) customer lounge/waiting area, public use telephone, and clean restrooms during Aircraft Charter Provider's or Aircraft Management Provider's hours of Activity(ies).

9.2.1.3.2. Office Area: Shall accommodate Aircraft Charter Provider's or Aircraft Management Provider's administrative activities and include sufficient and dedicated space for employee offices, work areas, and storage.

9.2.1.3.3. Shop Area (required if performing Aircraft Maintenance that requires hangar): Shall accommodate Aircraft Charter Provider's or Aircraft Management Provider's work activities and include sufficient and dedicated space for parts storage and work areas.

9.2.1.4. Vehicle Parking: Consistent with County and/or City requirements and sufficient to accommodate Aircraft Charter Provider's or Aircraft Management Provider's employees, customers, subtenants, and other visitors.

9.2.1.4.1. If space for Vehicle Parking is not available on Aircraft Charter Provider's or Aircraft Management Provider's Contiguous land, Vehicle Parking shall be situated in close proximity to Aircraft Charter Provider's or Aircraft Management Provider's facility/Improvements.





### 9.3. Qualifications

- 9.3.1. Aircraft Charter Provider and Aircraft Management Provider and its pilots shall have current all required licenses, permits and certifications applicable to its Activity(ies).
- 9.3.2. Aircraft Charter Provider and Aircraft Management Provider shall have and provide to the County and/or its Manager a copy of its current FAR Part 135 Certificate or provisional FAR Part 135 Certificate as well as the Aircraft identification page from the operating specifications listing all Aircraft on the certificate.

### 9.4. Personnel

- 9.4.1. Aircraft Charter Provider and Aircraft Management Provider shall provide personnel to adequately and safely carry out the Activity(ies) in a courteous, prompt and efficient manner adequate to meet the reasonable demands of the public seeking such services.
- 9.4.2. Aircraft Charter Provider and Aircraft Management Provider shall employ and have on-duty during normal business hours at least one person who holds current FAA commercial pilot and medical certificates and ratings appropriate for its Activity(ies). All flight crews shall be properly rated for the Aircraft operated and the Aircraft Charter Provider or Aircraft Management Provider shall provide reasonable assurance of the continued availability of qualified operating crews.

### 9.5. Equipment

- 9.5.1. Aircraft Charter Provider shall maintain and make available to the general public one (1) properly certified and airworthy Aircraft for hire.

### 9.6. Hours of Activity

- 9.6.1. Aircraft Charter Provider and Aircraft Management Provider shall be open and its services and qualified personnel available during appropriate hours to meet the reasonable demands of the public.

### 9.7. Insurance

- 9.7.1. Aircraft Charter Provider and Aircraft Management Provider shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.





### 10. AIRCRAFT SALES PROVIDER

#### 10.1. Introduction

An Aircraft Sales Provider is a Specialized Aviation Service Operator engaged in the sale or brokerage of three (3) or more new or used Airworthy Aircraft each 12 calendar months.

#### 10.2. Minimum Premises

10.2.1. All Improvements shall be located on Contiguous land and shall include a minimum of the following:

10.2.1.1. Pavement for Parking and Maneuvering Aircraft (Apron): Sufficient Apron to accommodate the Parking (for Aircraft not utilizing a hangar) and/or maneuvering of Aircraft owned, operated, leased, or serviced by Aircraft Sales Provider without interfering with Aircraft operating in the Airport Operations Area.

10.2.1.2. Hangar (if applicable) – If Aircraft Sales Provider is storing Aircraft in hangar(s) and/or performing Aircraft Maintenance that requires hangar, Aircraft Sales Provider shall have 2,500 square feet of hangar or sufficient hangar area to accommodate the largest Aircraft stored or being maintained by Aircraft Sales Provider, whichever is greater.

10.2.1.3. Facilities:

10.2.1.3.1. Customer Area: Shall include sufficient and dedicated space for (or immediate access to) customer lounge/waiting area, public use telephone, and clean restrooms during Aircraft Sales Provider's hours of Activity(ies).

10.2.1.3.2. Office Area: Shall accommodate Aircraft Sales Provider's administrative activities and include sufficient and dedicated space for employee offices, work areas, and storage.

10.2.1.3.3. Shop Area (required if performing Aircraft Maintenance that requires hangar): Shall accommodate Aircraft Sales work activities and include sufficient and dedicated space for parts storage and work areas.

10.2.1.4. Vehicle Parking: Consistent with County and/or City requirements and sufficient to accommodate Aircraft Sales Provider's employees, customers, subtenants, and other visitors.

10.2.1.4.1. If space for Vehicle Parking is not available on Aircraft Sales Provider's Contiguous land, Vehicle Parking shall be situated in close proximity to Aircraft Sales Provider's facility/Improvements.

#### 10.3. Qualifications

10.3.1. Aircraft Sales Provider shall have current all required licenses, permits and certifications applicable to the services being offered.



### 10.4. Personnel

10.4.1. Aircraft Sales Provider shall provide personnel to safely carry out its Activity(ies) in a courteous, prompt and efficient manner adequate to meet the reasonable demands of the public seeking its products, services, and/or facilities.

### 10.5. Equipment

10.5.1. Aircraft Sales Provider shall have on its premises at least one (1) Aircraft available for sale.

### 10.6. Hours of Activity

10.6.1. Aircraft Sales Provider shall be open and its products and/or services available during appropriate hours to meet the reasonable demands of the public.

### 10.7. Insurance

10.7.1. Aircraft Sales Provider shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.



**11. AIRCRAFT STORAGE PROVIDER (COMMERCIAL)**

11.1. Introduction

An Aircraft Storage Provider (Commercial) is a Specialized Aviation Service Operator engaged in the business of constructing and leasing, renting or licensing hangars to Aircraft owners or operators for Aircraft storage purposes.

11.2. Minimum Premises

11.2.1. All Improvements shall be located on Contiguous land and shall include a minimum of the following:

11.2.1.1. Hangar (for Aircraft storage): 5,000 Square Feet (individual hangars of no less than 1,250 Square Feet each).

11.2.1.1.1. Aircraft Storage Provider (Commercial) shall include restrooms in its hangar development consistent with County and/or City requirements.

11.2.1.2. Vehicle Parking: Consistent with County and/or City requirements.

11.3. Personnel

11.3.1. Aircraft Storage Provider (Commercial) shall provide personnel to safely carry out its Activity(ies) in a courteous, prompt and efficient manner adequate to meet the reasonable demands of the public seeking its facilities.

11.4. Hours of Activity

11.4.1. Aircraft Storage Provider (Commercial) shall be available to assist its Sublessees with storage or Aircraft removal activities seven days a week, 24 hours per day.

11.5. Insurance

11.5.1. Aircraft Storage Provider (Commercial) shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.



## **12. TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO)**

### **12.1. Introduction**

A Temporary Specialized Aviation Service Operator (SASO) is a Commercial Aeronautical Operator engaged in providing Aviation products and/or services at the Airport on a temporary basis from either a fixed or mobile location on the Airport. As may be determined by the County or its Contract Airport Manager, the products and/or services of a Temporary SASO may be permitted at the Airport when similar products and/or services are not available at the Airport.

### **12.2. Qualifications**

12.2.1. Temporary SASO shall have current all required licenses, permits and certifications applicable to the work being performed.

### **12.3. Personnel**

12.3.1. Temporary SASO shall provide personnel to safely carry out its Activity(ies) in a courteous, prompt and efficient manner adequate to meet the reasonable demands of its customer(s).

### **12.4. Commercial Operator Application/Permit**

12.4.1. Prior to engaging in any Commercial Activities at the Airport, Temporary SASO shall submit a Commercial Operator Application / Permit to the Manager for approval.

12.4.2. No Commercial Activities shall occur at the Airport without a Commercial Operator Application / Permit signed and accepted by an authorized representative of the Manager.

### **12.5. Insurance**

12.5.1. Temporary SASO shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.



**13. AIRCRAFT STORAGE OPERATOR (NON-COMMERCIAL)**

**13.1. Introduction**

An Aircraft Storage Operator (Non-Commercial) is an entity that develops, constructs, and/or owns one or more hangar structures for the primary purpose of storing aircraft for non-commercial purposes.

**13.2. Minimum Premises**

13.2.1. All Improvements shall be located on Contiguous land and shall include a minimum of the following:

13.2.1.1. Hangar (for Aircraft storage): 5,000 Square Feet (individual hangars of no less than 1,250 Square Feet each).

13.2.1.2. Vehicle Parking: Consistent with County and/or City requirements.

**13.3. Insurance**

13.3.1. Aircraft Storage Operator (Non-Commercial) shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.





**14. SELF-FUELING PERMITTEE**

**14.1. Introduction**

A Self-Fueling Permittee is an Entity that dispenses Aviation Fuel into aircraft owned or leased for its own exclusive use and with its own personnel and equipment.

At no time may a Self-Fueling Permittee dispense fuels into aircraft that are not owned, leased or operated by the Non-Commercial Self-Fueling Permittee.

**14.2. Compliance With Regulatory Measures**

14.2.1. Self-Fueling Permittee's activities shall comply with the National Fire Protection Association's (NFPA) codes and standards such as NFPA 407 and NFPA 409, as amended, FAA Advisory Circular 150/5230-4 as may be amended, FAA Advisory Circular 00-34A as may be amended, all Rules and Regulations, Regulatory Measures and other applicable laws related to aircraft fuel handling, dispensing and storage.

**14.3. Self-Fueling Permit**

14.3.1. Prior to engaging in any Non-Commercial Self-Fueling at the Airport, Entities shall submit a Self-Fueling Application / Permit to the Manager for approval.

14.3.2. No Self-Fueling shall occur at the Airport without a Self-Fueling Application / Permit signed and accepted by an authorized representative of the Manager.

**14.4. Fuel Records and Reporting**

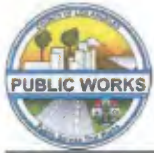
14.4.1. Self-Fueling Permittee shall provide the County and/or its Manager on the 15<sup>th</sup> of each month a report detailing the total gallons of fuel, by type, delivered to and dispensed by the Non-Commercial Self-Fueling Permittee during the preceding month.

14.4.2. Self-Fueling Permittee shall provide the County and/or its Manager on a regular basis a list of the registration numbers (N-Numbers) of the Self-Fueling Permittee's Aircraft to be fueled by Self-Fueling Permittee. Aircraft that are not on the current list with the County and/or its Manager may not be fueled at the Airport by Self-Fueling Permittee.

**14.5. Standard Operating Procedures**

14.5.1. Self-Fueling Permittee shall develop standard operating procedures for aviation fueling and storage activities and provide a current copy of the same to the County. The County and/or the Manager may periodically conduct inspections of the Self-Fueling Permittee's activities to ensure adherence to these Minimum Standards and safe practices.

14.5.2. The standard operating procedures shall contain a Spill Prevention, Control and Countermeasures plan (SPCC) consistent with applicable Regulatory Measures and approved by the County or its Manager. The SPCC shall describe in detail the Self-Fueling Permittee's plans and Equipment on-hand for the prevention, reporting, containment and cleanup of potential Aviation Fuel spills.



14.6. Qualifications

14.6.1. Self-Fueling Permittee shall have current all required licenses, permits and certifications applicable to the Activity(ies).

14.7. Personnel

14.7.1. Self-Fueling Permittee shall ensure that personnel engaged in Self-Fueling are properly trained in aircraft fueling, fuel handling and associated safety procedures and conform to the best practices for such activities.

14.8. Fuel Storage

14.8.1. Self-Fueling Permittee shall make arrangements with, and receive authorization from, the County and/or its County Airport Contactor for the safe and appropriate delivery, storage and dispensing of Aviation Fuel(s) on the Airport.

14.8.2. If space is available, as shall be determined by the County, Self-Fueling Permittee may store Aviation Fuel(s) on the Airport only in an above-ground fuel storage facility in a location approved by the County. The fuel storage facility shall be maintained in a clean, safe and fully-functional condition.

14.8.3. Refueling vehicles shall not be utilized for the storing of Aviation Fuels but rather solely for the delivery/dispensing of Aviation Fuels.

14.9. Refueling Vehicles and Equipment

14.9.1. A vehicle dispensing Aviation Gasoline shall be no less than 750 gallon capacity and no more than 1,200 gallon capacity. A vehicle dispensing Jet A shall have a maximum capacity of 3,000 gallons.

14.9.2. Self-Fueling Permittee shall make arrangements with, and receive authorization from, the County and/or its Manager for the safe and appropriate travel routes and storage location(s) for refueling vehicles on the Airport.

14.9.3. All equipment, including refueling vehicles, shall be approved by the County and/or its Manager and shall meet all Federal, State and County safety standards. The metering devices shall be inspected, checked and certified by the appropriate state and/or local agencies as required but not less than annually. The County and/or its Manager may inspect such equipment and inspection and certification documentation periodically to ensure compliance with these Minimum Standards.

14.9.4. Refueling vehicles shall fully comply with Advisory Circular 150/5210-20 Ground Vehicle Operation on Airports, as amended.

14.10. Insurance

14.10.1. Self-Fueling Permittee shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.



### 15. DEFINITIONS

**Aeronautical Activity (Activity or Activities)**, Any activity that involves, makes possible, or is required for the operation of Aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on Airports, include, but are not limited to, the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, Aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, Aircraft Sales and services, Aircraft storage, sale of aviation petroleum products, Self-Fueling, repair and maintenance of Aircraft, sale of Aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of Aircraft, can appropriately be regarded as Aeronautical Activities. Activities, such as model Aircraft and model rocket operations are not Aeronautical Activities.

**Agreement**, A written contract, executed by both parties, and enforceable by law between the County and an Entity granting a concession, transferring rights or interest in land and/or Improvements, and/or otherwise authorizing and/or prohibiting the conduct of certain Activities. Such Agreement will recite the terms and conditions under which the Activity will be conducted at the Airport, including, but not limited to, term of the Agreement, rents, fees, and charges to be paid by the Entity, and the rights and obligations of the respective parties.

**Air Charter Provider**, An Entity that provides on-demand, non-scheduled passenger services and operates under the appropriate FAR (14 CFR Part 135 for common carriage or 14 CFR Part 125 for private carriage) with Aircraft that provide no more than 30 passenger seats and are within the weight limitations established for the Airport.

**Aircraft**, Any contrivance, now known or hereafter invented, used, or designed for navigation of or flight in the air.

**Aircraft Maintenance**, The repair, adjustment or inspection of Aircraft. Major repairs include major alterations to the airframe, power plant, propeller and accessories as defined in FAR Part 43. Minor repairs include normal, routine annual inspection with attendant maintenance, repair, calibration or adjustment or repair of Aircraft and their accessories.

**Aircraft Rental Services Provider**, An Entity engaged in instructing pilots in dual and solo flight training, in fixed or rotary wing Aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check for the category or categories of pilot's licenses and ratings involved. This category of services includes provisions for the rental of Aircraft to the public.

**Aircraft Sales Provider**, An Entity engaged in the sale or brokerage of three (3) or more new or used Airworthy Aircraft each 12 calendar months.

**Airport**, The San Gabriel Valley Airport in the City of El Monte, California and all land and Improvements within the legal boundary of the Airport.

**Airport Layout Plan**, A scaled drawing depicting existing and future facilities and property necessary for the operation and development of the airport.





**Airport Manager**, The Entity responsible for managing the day to day operation of San Gabriel Valley Airport (see also Contract Airport Manager).

**Airport Master Plan**, A comprehensive study of an airport that usually describes the short-, medium-, and long-term development plans for the airport to meet future aviation demand.

**Airport Operations Area (AOA)**, Any area of the Airport used or intended to be used for landing, taking off, or surface maneuvering of Aircraft.

**Airside Area**, Area of the Airport inside of the security fencing and Airport access gates.

**Airworthy**, The physical and operational condition of an Aircraft in which it can properly operate in the air without posing significant hazard to aircrew, ground crew, passengers or to the general public.

**Applicant**, An Entity that has submitted, or is interested in submitting an application for a Commercial Operator Application / Permit or a Self-Fueling Application / Permit.

**Apron**, Those paved areas of the Airport within the AOA designated by the Airport for the loading and unloading of passengers, servicing, or Parking of Aircraft.

**Aviation Fuels**, as referenced in these Minimum Standards include Jet A and Aviation Gasoline (100LL).

**Avionics and Instrument Repair Facility**, An Entity engaged in the business of, and providing a facility for the repair of Aircraft radios and electrical systems, instruments and other accessories for Aircraft. This category of services includes the sale of Aircraft parts and accessories of the type repaired.

**CFR**, Code of Federal Regulations, of which Title 14 applies to Aeronautics and Space. The Federal Aviation Regulations (FAR) are a component thereof.

**City**, The City of Los Angeles.

**Commercial**, The intent to generate and/or secure earnings, income, compensation (including exchange or barter of goods and services), and/or profit, whether or not such objectives are accomplished.

**Commercial Aeronautical Activity**, Activity undertaken to operate Aircraft, or involves, makes possible or is required to support the operation of Aircraft, with the purpose of generating income, compensation, or profit.

**Commercial Aeronautical Operator**, An Entity that engages in a Commercial Aeronautical Activity(ies) at the Airport through Lease, Sublease, or other form of Agreement. A Commercial Aeronautical Operator may be classified as a Fixed Base Operator (FBO), Specialized Aviation Service Operator (SASO) or Temporary SASO.

**Commercial Operator Application / Permit**, The application and legal Agreement between the County and an individual or Entity providing a Commercial Activity that grants permission to perform



such Activity on or from the Airport property, whether directly or indirectly related to Aviation Activities or Aeronautical Activities, and with the intent to generate and/or secure earnings, income, compensation (including exchange or barter of goods and services), and/or profit, whether or not such objectives are accomplished.

**Contiguous**, Land that is sharing an edge or boundary.

**Contract Airport Manager (“Manager”)**, The individual or Entity contracted by the County to manage the day-to-day activities of the Airport including, but not limited to, airport administration, facility and equipment maintenance, aircraft fuel servicing and fuel quality control, property management and leasing, airfield safety and security, and public relations.

**County**, County of Los Angeles, California, USA.

**Director**, The County of Los Angeles, Department of Public Works, Aviation Division Chief whose office is located at 900 South Fremont Avenue, A-9 East, Alhambra, CA 91803-1331.

**Entity**, A person, group of persons, firm, company, corporation, limited liability corporation, partnership, limited partnership or other organization including government bodies.

**Equipment**, All machinery, together with the necessary supplies, tools and apparatus necessary for the proper conduct of the Activity(ies) being performed.

**FAA**, Federal Aviation Administration.

**FAR**, Federal Aviation Regulation.

**Fixed Base Operator (FBO)**, A Commercial Aeronautical Operator which maintains facilities at the Airport for the purpose of engaging in the retail sale of products and services, including Aviation Fuels and lubricants, Aircraft crew and ground support services, Aircraft hangar and Tiedown Parking, and associated auto parking.

**Flight Training Services Provider**, A Flight Training Services Provider means a person engaged in instructing pilots in dual and solo flight training, in fixed-wing and/or rotary-wing Aircraft, and providing such related ground school instruction as is necessary to take a written examination and night check ride for the categories of pilot’s licenses and ratings involved.

**General Aviation**, The operation of civilian aircraft for the purposes other than commercial passenger transport, including personal, business and instructional flying.

**Hazardous Material**, Any oil, petroleum products, flammable substances, explosives, radioactive materials, hazardous wastes, toxic wastes or other substances or materials as may be defined as Hazardous Materials by the United States Environmental Protection Agency as which may pose a hazard to human health or the environment.

**Improvements**, All buildings, structures and facilities including Pavement (Apron and Vehicle Parking), fencing, signs and landscaping constructed, installed or placed on, under or above any Leased area by or with the concurrence of a lessee.



**Lease**, A contractual agreement between the County and an Entity setting forth the terms and conditions upon which the authorized Entity may occupy and use the property.

**Leasehold**, The property specifically leased from the County by an individual or Entity.

**Master Plan**, An assembly of appropriate documents and drawings covering the development of the Airport from a physical, economic, social, and political jurisdictional perspective and adopted by the County, a copy of which is on file and available for inspection in the Airport Manager's office.

**Minimum Standards**, A guiding document which may be amended from time to time by the County that establishes the minimum requirements to be met by an Entity as a condition for the privilege to conduct an Aeronautical Activity or provide a Commercial Aeronautical product, service or facility at the Airport.

**Non-Commercial**, Not for the purposes of generating and/or securing earnings, income, compensation (including exchange or barter of goods and services), and/or profit.

**Parking**, The stationary placement of an Aircraft, motor vehicle or trailer for a period of time for purposes other than the loading and/or unloading of passengers and/or equipment.

**Pavement**, A flat surface typically composed of concrete or asphalt materials.

**Principals**, For Corporations all directors, officers, and stockholders holding more than 10% of the company stock; means for Partnerships all general and limited partners.

**Ramp**, A paved area suitable for Aircraft parking, and/or movement and staging of Aircraft.

**Regulatory Measures**, Federal, state, County, and City laws, codes, ordinances, policies, Rules and Regulations, all as may be in existence, hereafter enacted, and amended from time to time.

**Repair Station**, An Aircraft Maintenance facility certificated under 14 CFR Part 145 and authorized by the FAA to perform certain maintenance functions.

**Rules and Regulations**, Those Rules and Regulations as may be established and amended by the County, the FAA, the California Department of Transportation or other federal, state or local government agencies pertaining to activities at the Airport.

**Self-Fueling**, The Non-Commercial fueling of Aircraft by the owner of the Aircraft or the owner's employees using the owner's equipment.

**Self-Fueling Permittee**, The application and legal Agreement between the County and an individual or Entity engaged in Self-Fueling that grants permission to perform Self-Fueling on the Airport property.

**Self-Service Fueling**, Dispensing fuel into an Aircraft using a commercial self-service Aircraft fueling station.





**Self-Fueling Application / Permit**, The application and legal Agreement between the County and an individual or Entity providing a Commercial Aeronautical Activity that grants permission to perform such Activity on or from the Airport property

**Specialized Aviation Service Operator (or “SASO”)**, A Commercial Aeronautical Operator engaged in providing a single aeronautical service, or a combination of aeronautical Services, but that does not meet the minimum requirements to be a Fixed Base Operator (FBO). Services provided by a SASO may include, but not limited to, Aircraft Maintenance, avionics or instrument maintenance, Aircraft rental and/or flight training, Aircraft charter or Aircraft management, Aircraft Sales, and/or Aircraft storage. A SASO is not permitted to engage in Aeronautical Activities involving aviation fuel.

**Sublease**, An Agreement granted by a Lessee to another Entity for the use and sublet of all or part of its land and/or Improvements.

**Tiedown**, The area, paved, or unpaved, suitable for parking and mooring of Aircraft wherein suitable Tiedown points have been located.

**Vehicle**, Any device that is capable of moving itself, or being moved, from place to place upon wheels; but does not include any device designed to be moved by human muscular power or designed to move primarily through the air.

## EXHIBIT A – MINIMUM INSURANCE REQUIREMENTS

		Types of Required Insurance				
		Commercial General Liability	Vehicular Liability	Hangar Keeper's Liability*	Aircraft & Passenger Liability	CFI Professional Liability
Types of Commercial & Non-Commercial Aeronautical Operators	Fixed Base Operator (FBO)	\$2,000,000	\$1,000,000	\$1,000,000	\$1,000,000 / \$100,000 sub limit per person	-
	Specialized Aviation Service Operator (SASO)	\$1,000,000	\$500,000	\$500,000	\$1,000,000 / \$100,000 sub limit per person	-
	Aircraft Maintenance Provider	\$1,000,000	\$500,000	\$500,000	-	-
	Avionics or Instrument Maintenance Provider	\$1,000,000	\$500,000	\$500,000	-	-
	Aircraft Rental Provider or Flight Training Provider	\$1,000,000	\$500,000	\$250,000	\$1,000,000 / \$100,000 sub limit per person	\$1,000,000
	Aircraft Charter or Aircraft Management Provider	\$1,000,000	\$500,000	\$500,000	\$1,000,000 / \$100,000 sub limit per person	-
	Aircraft Sales Provider	\$1,000,000	\$500,000	\$500,000	\$500,000	-
	Aircraft Storage Provider (Commercial)	\$1,000,000	\$500,000	\$500,000	-	-
	Temporary Specialized Aviation Service Operator	\$1,000,000	\$500,000	-	\$1,000,000 / \$100,000 sub limit per person	-
	Aircraft Storage Operator (Non-Commercial)	\$1,000,000	\$500,000	-	-	-
	Non-Commercial Self-Service Fueling Permittee	\$1,000,000	\$500,000	-	-	-

**Commercial General Liability** shall include bodily injury, personal injury, and property damage for all premises, products and completed operations, unlicensed Vehicles, and contractual liability and shall name County and Manager as Additional Insureds.

**Vehicular Liability** shall include bodily injury and property damage for all owned, non-owned, or hired Vehicles used to conduct Activity(ies) on the Airport.

**Hangar Keeper's Liability (\*recommended minimum coverage)**, if applicable, actual amount of coverage shall be based on the largest aircraft accommodated and shall include property damage for all non-owned Aircraft under the care, custody, and control of the Commercial Aeronautical Operator.

**Aircraft and Passenger Liability**, applicable if operating aircraft and carrying passengers and shall include bodily injury, Property damage, and passenger injury for all owned, leased, or operated Aircraft.

**CFI Professional Liability**, applicable if providing Flight Training and required if such coverage is readily available, shall include bodily injury and property damage not only during dual flight instruction, but also after flight instruction has been provided.

**EXHIBIT B – COMMERCIAL OPERATOR APPLICATION / PERMIT**

**COMMERCIAL OPERATOR APPLICATION / PERMIT**

**Type:**     Lessee / Licensee         Sublessee         Other (describe on page 2)

**Term:**      Annual                             Monthly             Daily

**Activity(ies) To Be Conducted (attach additional sheets if necessary):**

- |  |  |
|--|--|
| <input type="checkbox"/> Fixed Base Operator (providing aviation fuel) | <input type="checkbox"/> Flight Training (Including Ground School) |
| <input type="checkbox"/> Aircraft Maintenance                          | <input type="checkbox"/> Aircraft Charter                          |
| <input type="checkbox"/> Avionics Maintenance                          | <input type="checkbox"/> Aircraft Management                       |
| <input type="checkbox"/> Instrument Maintenance                        | <input type="checkbox"/> Aircraft Sales                            |
| <input type="checkbox"/> Aircraft Rental                               | <input type="checkbox"/> Aircraft Storage (Hangar)                 |
| <input type="checkbox"/> Aerial Tour (Sightseeing)                     | <input type="checkbox"/> Banner Towing                             |
| <input type="checkbox"/> Aircraft Washing / Detailing                  | <input type="checkbox"/> Other Commercial Activity                 |

**Proposed Location and Start and End Dates:**

AIRPORT		START DATE	
ADDRESS		END DATE	
CITY, STATE, ZIP			

**Legal Name of the Applicant and Business Name (if different):**

LEGAL NAME	
BUSINESS NAME	

**Address of the Applicant (if different from the Proposed Location):**

ADDRESS	
CITY, STATE, ZIP	

**Primary Contact for the Applicant:**

NAME			
ADDRESS			
CITY, STATE, ZIP			
TELEPHONE #		FAX #	
E-MAIL			

**Contact Information for all Owners. (attach additional sheets if necessary)**

	OWNER 1	OWNER 2
NAME		
ADDRESS		
CITY, STATE, ZIP		
TELEPHONE		
E-MAIL		



# COMMERCIAL OPERATOR APPLICATION / PERMIT

(Page 2)

All Employees, Vehicles, Aircraft and Equipment Involved in the Activity(ies):

ITEM	QUANTITY	NAMES, LICENSE PLATE(S), TAIL NUMBER(S), ETC.
EMPLOYEE(S)		
VEHICLE(S)		
AIRCRAFT		
EQUIPMENT		

## ADDITIONAL INFORMATION

Type of Operator and/or Activity(ies):

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Location of Activity(ies):

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Insurance and/or Other Requirements:

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Fees and/or Charges:

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Other:

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COMMERCIAL OPERATOR APPLICATION / PERMIT

(Page 3)

The Applicant hereby requests that the privilege to conduct commercial activities as described in this Permit at the Airport(s) listed on Page 1 of this Permit be granted to the Applicant by the Contract Airport Manager (Manager), the designated manager of the Airport for the County of Los Angeles (County). Additionally, the Applicant agrees to the following:

- FEE PAYMENT: The Applicant agrees to pay all applicable fees and other charges including late fees, interest, and penalties without offset of any kind whatsoever.
PERMIT LIMITATIONS: This Permit is not valid unless signed by an authorized representative of the Manager. This Permit may not be assigned or transferred and is limited to engaging in the approved Activity(ies) in the location(s) designated and only for the time specified in the Permit.
INFORMATION CHANGES: The Applicant shall notify the Manager in writing within 15 days of any change to the information submitted in this application.
INSURANCE: The Applicant shall maintain appropriate insurance coverage in accordance with this Permit, Section 19.04.610 of Los Angeles County Code Title 19, and the Minimum Standards.
INDEMNIFICATION: The Applicant shall indemnify and hold harmless the County and Manager and their agents, officers, employees, successors and assigns from and against any and all liability, damages, business interruptions, delays, losses, claims, judgments of any kind whatsoever including all costs, attorneys' fees, and expenses incidental thereto, which may be suffered by, or caused to, County or Manager by reason of loss or damage to any property or injury to, or death of, any person arising from or by reason of Applicant's use of the Airport(s) not arising out of the willful misconduct or gross negligence of the County or Manager.
COMPLIANCE WITH REGULATORY MEASURES: The Applicant shall comply with Los Angeles County Code Title 19 in addition to all statutes, ordinances, resolutions, Minimum Standards, Rules and Regulations of any applicable federal, state, or local governmental agency and the County of Los Angeles, and any and all directives concerning airport operations and safety issued by the County or Manager.

If, at any time, the Applicant does not comply with all the terms and conditions of this Permit, the Permit shall be invalid and terminated.

The undersigned Applicant certifies that they are authorized to sign for the business and agrees to abide by all of the terms and conditions under which this request is being granted.

Table with 3 columns: Applicant (sign and print name), Title, Date

\*\*\* Contract Airport Manager Administration Use Only \*\*\*

Documents provided to the Applicant:

- Los Angeles County Code Title 19, Minimum Standards, NFPA Document 407, FAA Advisory Circular 150/5230-4, Airport Layout Map, Receipt for Payment of Fees and/or Charges

Attached copies of applicable documents:

- Lease / License Agreement, Sublease Agreement, FAA Certificate(s), Verification of Incorporation, Business/Privilege Tax License, Certificate(s) of Insurance

COMMENTS BY CONTRACT AIRPORT MANAGER:

Blank lines for comments by Contract Airport Manager

- Permit valid for one year from the date of approval.
Permit valid from \_\_\_\_\_ to \_\_\_\_\_.

Permit approved by: \_\_\_\_\_, Airport Manager Date

**EXHIBIT C – SELF-FUELING APPLICATION / PERMIT**

**SELF-FUELING APPLICATION / PERMIT**

**Type:**     Lessee / Licensee         Sublessee         Other (describe on page 2)

**Term:**     Annual                                 Monthly                                 Daily

**Type(s) of Self-Fueling To Be Conducted:**

Self-Fueling (fuel storage facility)                                 Self-Fueling (mobile storage)

**Aviation Fuel Storage Quantity:**

Jet A \_\_\_\_\_ gallons (fuel storage facility)                                 Jet A \_\_\_\_\_ gallons (mobile storage)  
 Avgas \_\_\_\_\_ gallons (fuel storage facility)                                 Avgas \_\_\_\_\_ gallons (mobile storage)

**Proposed Fuel Storage Facility Location and Start and End Dates:**

AIRPORT		START DATE	
ADDRESS		END DATE	
CITY, STATE, ZIP			

**Proposed Refueling Vehicle(s) and/or Other Mobile Storage:**

	MAKE	MODEL	CA LICENSE PLATE NO.	FUEL TYPE	FUEL QUANTITY (GALLONS)
1					
2					

**Aircraft for Self-Fueling - Owned by Applicant:**

	AIRCRAFT REGISTRATION (N-NUMBER)	AIRCRAFT MAKE / MODEL
AIRCRAFT 1		
AIRCRAFT 2		

**Legal Name of the Applicant and/or Business Name (if different):**

LEGAL NAME	
BUSINESS NAME	

**Address of the Applicant (if different from the Proposed Location):**

ADDRESS	
CITY, STATE, ZIP	

**Primary Contact for the Applicant:**

NAME			
ADDRESS			
CITY, STATE, ZIP			
TELEPHONE #		FAX #	
E-MAIL			

SELF-FUELING APPLICATION / PERMIT

(Page 2)

The Applicant hereby requests that the privilege to conduct Self-Fueling activities as described in this Permit at the Airport(s) listed on Page 1 of this Permit be granted to the Applicant by the Contract Airport Manager (Manager), the designated manager of the Airport for the County of Los Angeles (County). Additionally, the Applicant agrees to the following:

- FEE PAYMENT: The Applicant agrees to pay all applicable fees and other charges including fuel flowage fees, late fees, interest, and penalties without offset of any kind whatsoever.
PERMIT LIMITATIONS: This Permit is not valid unless signed by an authorized representative of the Manager. This Permit may not be assigned or transferred and is limited to engaging in the approved activity(ies) in the location(s) designated and only for the time specified in the Permit.
INFORMATION CHANGES: The Applicant shall notify the Manager in writing within 15 days of any change to the information submitted in this application.
INSURANCE: The Applicant shall maintain appropriate insurance coverage in accordance with this Permit, Section 19.04.610 of Los Angeles County Code Title 19, and the Minimum Standards.
INDEMNIFICATION: The Applicant shall indemnify and hold harmless the County and Manager and their agents, officers, employees, successors and assigns from and against any and all liability, damages, business interruptions, delays, losses, claims, judgments of any kind whatsoever including all costs, attorneys' fees, and expenses incidental thereto, which may be suffered by, or caused to, County or Manager by reason of loss or damage to any property or injury to, or death of, any person arising from or by reason of Applicant's use of the Airport(s) not arising out of the willful misconduct or gross negligence of the County or Manager.
COMPLIANCE WITH REGULATORY MEASURES: The Applicant shall comply with Los Angeles County Code Title 19 in addition to all statutes, ordinances, resolutions, Minimum Standards, Rules and Regulations of any applicable federal, state, or local governmental agency and the County of Los Angeles, and any and all directives concerning airport operations and safety issued by the County or Manager.

If, at any time, the Applicant does not comply with all the terms and conditions of this Permit, the Permit shall be invalid and terminated.

The undersigned Applicant certifies that they agree to abide by all of the terms and conditions under which this request is being granted.

Applicant (sign and print name) Title Date

\*\*\* Contract Airport Manager Administration Use Only \*\*\*

Documents provided to the Applicant:

- Los Angeles County Code Title 19
Minimum Standards
NFPA Document 407
FAA Advisory Circular 150/5230-4
Airport Layout Map
Receipt for Payment of Fees and/or Charges

Attached copies of applicable documents:

- Lease Agreement
Sublease Agreement
FAA Certificate(s) (if applicable)
Verification of Incorporation (if business)
Business/Privilege Tax License (if business)
Certificate(s) of Insurance

COMMENTS BY CONTRACT AIRPORT MANAGER:

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- Permit valid for one year from the date of approval.
Permit valid from \_\_\_\_\_ to \_\_\_\_\_.

Permit approved by: \_\_\_\_\_, Airport Manager Date