



**AGENDA STAFF REPORT**

ASR Control 20-000831

**MEETING DATE:** 11/03/20  
**LEGAL ENTITY TAKING ACTION:** Board of Supervisors  
**BOARD OF SUPERVISORS DISTRICT(S):** 2  
**SUBMITTING AGENCY/DEPARTMENT:** John Wayne Airport (Approved)  
**DEPARTMENT CONTACT PERSON(S):** Barry A. Rondinella (949) 252-5183  
 Dave Pfeiffer (949) 252-5291

**SUBJECT:** Approve Lease Agreement for Limited-Service Fixed Base Operator

<b>CEO CONCUR</b> Concur	<b>COUNTY COUNSEL REVIEW</b> Approved Agreement to Form	<b>CLERK OF THE BOARD</b> Discussion 4/5 Vote
-----------------------------	--	---

**Budgeted:** N/A                      **Current Year Cost:** N/A                      **Annual Cost:** N/A

**Staffing Impact:** No                      **# of Positions:**                      **Sole Source:** N/A

**Current Fiscal Year Revenue:** See Financial Impact Section

**Funding Source:** See Financial Impact Section                      **County Audit in last 3 years:** No

**Prior Board Action:** 09/15/2020 #S21A, 08/11/2020 #11, 06/25/2019 #45, 09/10/2019 #18

**RECOMMENDED ACTION(S):**

1. Find that Final Environmental Impact Report No. 627, previously certified by the Board of Supervisors on June 25, 2019, reflects the independent judgment of the County of Orange and satisfies the requirements of CEQA for the leases being considered herein, which is a necessarily included element contemplated as part of the whole of the action.
  - a. The circumstances of the project are substantially the same as described in Final Environmental Impact Report No. 627, which adequately addressed the impacts of the proposed project. No substantial changes have been made in the project, no substantial changes have occurred in the circumstances under which the project is being undertaken and no new information of substantial importance to the project that was not known or could not have been known when EIR No. 627 was adopted has become known and no further environmental review is required.
  - b. Environmental Impact Report No. 627 is adequate to satisfy the requirements of CEQA for the lease agreements.
  - c. The CEQA Findings of Fact, Mitigation Monitoring and Reporting Program and Statement of Overriding Considerations have been incorporated into the project, and all mitigation measures are fully enforceable pursuant to CEQA (Public Resources Code) Section 21081.6(b) and have either been adopted as conditions, incorporated as part of the project design or included in the procedures of project implementation.

2. Approve and execute the lease with Jay's Aircraft Maintenance, Inc. for a Limited-Service Fixed Base Operation on the Southwest parcel for a term of 30 years commencing January 1, 2021, through December 31, 2050, with an option to extend the term for one additional, consecutive term of five years provided specific conditions are met.
3. Authorize the Airport Director or designee to make minor modifications and amendments to the agreement that do not materially alter the terms or financial obligations to the County, and perform all activities specified under the terms of the lease.

#### **SUMMARY:**

Approval of the lease for a Limited-Service Fixed Base Operator will allow John Wayne Airport to move forward with its General Aviation Improvement Program to develop self-sustaining general aviation operations and enhance service, safety, security and efficiency for general aviation services and activities.

#### **BACKGROUND INFORMATION:**

On March 13, 2018, the Board of Supervisors (Board) approved the traditional land lease development model for the General Aviation Improvement Program (GAIP) to allow John Wayne Airport (JWA) to develop a self-sustaining General Aviation (GA) operation. On March 29, 2018, JWA issued a Request for Qualifications for Full- and Limited-Service Fixed Base Operators (FBO) to qualify to participate in the FBO Request for Proposal (RFP) process to manage GA services at JWA. On May 22, 2018, the Board approved a slate of nine qualified Respondents to participate in the RFP process.

On June 25, 2019, the Board certified Final Program Environmental Impact Report 627 (EIR 627), including related CEQA Findings of Fact, Mitigation Monitoring and Reporting Program and Statement of Overriding Considerations and approved the Proposed Project with certain specified land use requirements. On September 10, 2019, the Board authorized the issuance of the RFP and model leases for FBOs for: Parcel (1) Northeast Full-Service FBO; Parcel (2) Northwest Full-Service FBO; and Parcel (3) Southwest Limited-Service FBO. A total of nine proposals were received on December 19, 2019, which included two proposals for the Limited-Service Southwest parcel. Five panel members participated in the review and scoring of the proposals received.

#### **Selection of Full- and Limited-Service FBOs**

On August 11, 2020, the Board considered the proposals received and evaluated by the panel members, and selected three FBOs to negotiate with: Clay Lacy Aviation, Inc. (Clay Lacy) for the Northwest Full-Service FBO, Aviation Consultants, Inc., doing business as ACI Jet (ACI Jet) for the Northeast Full-Service FBO and Jay's Aircraft Maintenance, Inc. (Jay's) for the Southwest Limited-Service FBO.

After selection by the Board, JWA met with each FBO to negotiate and finalize the lease terms and phasing plan for the development of each parcel. On September 15, 2020, the Board approved leases with ACI Jet and Clay Lacy, reflecting 35-year terms commencing on January 1, 2021, and continuing through December 31, 2055.

Following lease execution, but prior to lease commencement, the County must receive all items required by the lease agreements, including, but not limited to, the required security deposits and evidence of insurance.

## **Southwest Limited-Service FBO: Jay's**

Jay's has been serving the JWA general aviation community for over 40 years, as the incumbent operator of the Southwest Limited-Service location since 1989. As stated in its proposal cover letter, Jay's is "...uniquely qualified to service the local general aviation community with a world-class airport development and operations team." Over the years, Jay's has become a nationally respected aircraft maintenance facility and has maintained strong, personal customer relationships. Jay's operates a Federal Aviation Administration (FAA) certified Part 145 aircraft repair station and is an Authorized Cessna Service Center. Additional services offered by Jay's will include the sale of avgas fuel from a self-service fueling facility and management of hangar, storage and tie-down facilities.

Jay's proposal on the Southwest Limited-Service parcel (approximately 14 acres) provides for an initial capital investment totaling \$17,818,991. Their development includes approximately 85,630 square feet of hangar space, over 442,000 square feet of ramp space and a two-story FBO facility with over 11,000 square feet of FBO office space.

Provided Jay's constructs an additional capital asset on the leased premises, at a minimum cost of seven percent of its initial capital investment, as defined in Section 7.01 of the lease, Jay's will have the option to extend the term of the lease for an additional five years.

### **Development and Construction**

FAA approval of JWA's Airport Layout Plan and National Environmental Policy Act documentation is required prior to any FBO construction activities.

Looking historically at the GAIP, Jay's development and construction of the proposed project is estimated to take approximately 19 months to complete, in addition to time for pre-construction planning and permitting. Jay's and Clay Lacy are scheduled to commence construction first. Upon completion, ACI Jet, located on the Northeast parcel will commence its development and construction, which is estimated to take 72 months, in addition to time for pre-construction planning and permitting. To address the operational needs of JWA, the development and phasing plan for construction may be modified or amended by the Airport Director in consultation with the FBOs.

### **Assurance of Construction Completion**

Within nine months of the commencement date of the lease agreement, Jay's must furnish a completion bond or irrevocable letter of credit (or combination of both) that assures the County the total estimated construction cost of their first phase will be available to the FBO to complete the first phase of construction.

### **Rent Calculation**

Rent shall consist of Minimum Annual Rent and Additional Rent. The Minimum Annual Rent is defined as the sum of Ground Rent and Building Rent. Additional Rent includes a percentage of Gross Receipts, rent-a-car fees, a percentage of advertising receipts and fuel flowage and lubricant fees as defined and set forth in Article IV of the leases. Jay's calculation of rent is reflected below:

<b>FBO Parcels</b>	<b>Approximate Parcel Area</b>	<b>Annual Ground Rent*</b>	<b>Approximate Building Area</b>	<b>Annual Building Rent*</b>	<b>Percentage Rent of Gross Receipts**</b>
--------------------	--------------------------------	----------------------------	----------------------------------	------------------------------	--

Jay's	555,905 SF	\$1.25 PSF	13,494 SF	\$2.53 PSF	5% and .25%
-------	------------	------------	-----------	------------	-------------

\* Annual Ground and Building Rents are based on appraised values. Annual Ground Rent for Jay's will start at \$.79 per square foot in year one and escalate to \$1.25 per square foot by year four, as set forth in Section 4.01 of the lease.

\*\* Percentage Rent of Gross Receipts is defined more fully in Article IV of the lease.

**Regularly Scheduled Commercial Operations**

The lease contains a provision prohibiting the operation of Regularly Scheduled Commercial Users from the FBO, as defined in Section 2.40 of JWA's Phase 2 Commercial Airline Access Plan and Regulation. This prohibition is in place to provide the general aviation community with the ability to use and operate at JWA at a level and in a manner consistent with declared County policy on general aviation use of JWA. Further, the prohibition precludes commercial users interfering with the safe and efficient operation of JWA, and takes into account the JWA passenger service goals of the County.

**Acceptance of Existing Liability**

The leased premises described in the RFP have been used for GA FBO purposes and related activities. Historical assessments identify the presence of environmental constituents both on and off the leased premises associated with the FBOs.

As part of the terms and conditions of the leases, Jay's is required to agree and acknowledge that it may be subject to liability and costs associated with environmental conditions by entering into a lease. Jay's is required to indemnify and hold the County harmless both during and after the term of the lease for environmental conditions related to the leased premises and will be required to provide the County with environmental liability/pollution insurance coverage.

**Land Use Requirements**

Article V, Section 5.01 of the lease requires compliance with the "Green" and "Yellow" land use designations set forth by the Board that define where the FBOs must park or store aircraft. Due to each FBO's staggered construction and phasing schedule, the land use requirements will be implemented upon completion of each phase of construction. The lease with Jay's requires full implementation of the uses depicted in Exhibit C to the lease no later than two years from the initial date of demolition.

**Accidents and Incidents**

Article V, Section 5.08 of the lease requires Jay's to report to the Airport Director any accidents or incidents for which it is wholly or partially responsible, which occur on the leased premises and are reportable to the FAA or other governmental or regulatory agencies. Jay's would be required to pay to the County administrative costs of \$1,000 per reportable accident or incident.

**Property Taxes and Tax Revenue**

Property taxes, regular, special or utility assessments and all taxes related to the leased premises are the sole responsibility of Jay's. Jay's is responsible for paying any possessory interest tax that may become due for the land and improvements as fully set forth in the lease. As part of their proposals, the FBOs



were required to submit a projected 10-year tax revenue report to the County based on the estimated number and type of based aircraft at the FBO site locations.

### **Legal Requirements**

A four-fifths vote by the Board is required to approve this lease in accordance with Government Code Section 25536.

**Compliance with CEQA:** This project is a necessarily included element of the project considered in Final EIR No. 627, certified by the Board on June 25, 2019, which adequately addressed the effects of this action. No substantial changes have been made in the project. No substantial changes have occurred in the circumstances under which the project is being undertaken and no new information of substantial importance to the project that was not known or could not have been known when the Final EIR No. 627 was certified has become known; therefore, no further environmental review is required.

### **FINANCIAL IMPACT:**

Revenue for the lease is included in the FY 2020-21 Budget for Airport Operating Fund, Fund 280, and will be included in the budgeting process for future years.

Jay's will assume full responsibility for redevelopment and construction costs related to the complete development of their leased premises. Over the 30-year lease term, the estimated total ground lease rent payment to JWA will be approximately \$27,678,510 that includes an estimated 2.5 percent annual Consumer Price Index escalation. The Building Rent shall only be payable on the existing enclosed structures and shall not be payable to JWA on any new improvements that Jay's constructs through the development of their parcel. The Building Rent shall be prorated beginning upon initiation of the demolition of enclosed structures located on the leased premises, and shall be adjusted each month, as more fully specified in Article IV, Section 4.01. The Building Rent is highly dependent on the phasing, permitting, pre-construction and design aspects of the development and is not included in the estimated revenue to JWA. Similarly, the Gross Receipts revenue to JWA is not included in the calculation of forecasted revenue to the County.

### **STAFFING IMPACT:**

N/A

### **ATTACHMENT(S):**

Attachment A - Southwest Limited-Service FBO Lease with Jay's Aircraft Maintenance, Inc.  
Attachment B - Real Property Conveyance Questionnaire  
Attachment C - Government Code Section 25536



**SOUTHWEST LIMITED SERVICE  
FIXED BASE OPERATION LEASE**

**Dated \_\_\_\_\_**

**between**

**County of Orange**

**and**

**Jay's Aircraft Maintenance, Inc.**

**LESSEE**



JOHN WAYNE AIRPORT
FBO LEASE

TABLE OF CONTENTS

LIST OF EXHIBITS.....V.
RECITALS ..... 1
ARTICLE I - DEFINITIONS ..... 1
SECTION 1.01 AIRPORT ..... 1
SECTION 1.02 AIRPORT DIRECTOR..... 1
SECTION 1.03 AIRPORT FUEL FARM..... 2
SECTION 1.04 BEST MANAGEMENT PRACTICES..... 2
SECTION 1.05 BOARD OF SUPERVISORS ..... 2
SECTION 1.06 COUNTY ..... 2
SECTION 1.07 DOT..... 2
SECTION 1.08 ENVIRONMENTAL LAWS ..... 2
SECTION 1.09 FAA ..... 3
SECTION 1.10 HAZARDOUS MATERIALS ..... 3
SECTION 1.11 NON-STORM WATER DISCHARGE ..... 4
SECTION 1.12 NPDES PERMIT..... 4
SECTION 1.13 POLLUTANT ..... 4
SECTION 1.14 PROHIBITED DISCHARGE ..... 5
SECTION 1.15 STORM WATER..... 5
SECTION 1.16 STORM WATER DRAINAGE SYSTEM ..... 5
SECTION 1.17 TERMINAL ..... 5
SECTION 1.18 TSA ..... 5
ARTICLE II - TERM OF LEASE ..... 5
SECTION 2.01 PRIMARY TERM OF LEASE ..... 5
SECTION 2.02 HOLDING OVER..... 6
SECTION 2.03 OPTION TO EXTEND PRIMARY TERM..... 6
ARTICLE III - LEASED PREMISES ..... 6
SECTION 3.01 LEASED PREMISES..... 6
SECTION 3.02 NATURE OF LESSEE'S ESTATE..... 7
SECTION 3.03 INSTALLATION OF EQUIPMENT OUTSIDE THE LEASED
PREMISES ..... 7
ARTICLE IV - RENT..... 7



## JOHN WAYNE AIRPORT FBO LEASE

SECTION 4.01	RENT, FEES, AND CHARGES .....	7
SECTION 4.02	DEFINITION OF GROSS RECEIPTS .....	11
SECTION 4.03	CHARGE FOR UNAUTHORIZED SERVICES AND USES	12
SECTION 4.04	REVISION OF RENT, FEES AND CHARGES .....	12
SECTION 4.05	PAYMENT PROCEDURE .....	13
SECTION 4.06	CHARGE FOR LATE PAYMENT .....	14
SECTION 4.07	PROVISION AGAINST SET-OFFS .....	14
SECTION 4.08	SECURITY DEPOSIT .....	15
ARTICLE V - USE.....		16
SECTION 5.01	USE .....	16
SECTION 5.02	USE OF PUBLIC AIRPORT FACILITIES.....	19
SECTION 5.03	RULES AND REGULATIONS.....	19
SECTION 5.04	SELF-SERVICE FUELING FACILITY .....	20
SECTION 5.05	LIMITATION OF THE LEASEHOLD.....	21
SECTION 5.06	PROVISION OF SUFFICIENT PARKING .....	21
SECTION 5.07	RECORDS AND ACCOUNTS .....	22
SECTION 5.08	MAINTENANCE AND OPERATION OF LEASED PREMISES .....	27
SECTION 5.09	PAYMENT OF AND RESPONSIBILITY FOR UTILITIES .	28
SECTION 5.10	REPORTING OF BASED AIRCRAFT.....	29
ARTICLE VI - ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION.....		29
SECTION 6.01	LIABILITY FOR EXISTING ENVIRONMENTAL CONDITIONS.....	29
SECTION 6.02	HAZARDOUS MATERIALS AND ENVIRONMENTAL COMPLIANCE .....	29
SECTION 6.03	STORM WATER CONTROL AND CONTAMINATION ....	30
SECTION 6.04	GENERAL HEALTH AND SAFETY CONDITIONS .....	33
SECTION 6.05	ENVIRONMENTAL INDEMNIFICATION .....	33
SECTION 6.06	CONFLICT WITH ENVIRONMENTAL LAW PROVISIONS .....	35
SECTION 6.07	EXISTING ENVIRONMENTAL CONDITIONS AND HISTORICAL ASSESSMENTS .....	35
SECTION 6.08	ANTI-IDLING POLICY .....	35
SECTION 6.09	ENVIRONMENTAL STEWARDSHIP .....	36





## JOHN WAYNE AIRPORT FBO LEASE

ARTICLE VII - CONSTRUCTION AND IMPROVEMENTS.....	38
SECTION 7.01    IMPROVEMENTS BY LESSEE.....	38
SECTION 7.02    CONSTRUCTION AND/OR ALTERATION BY COUNTY	42
SECTION 7.03    LESSEE REIMBURSEMENT.....	43
SECTION 7.04    LESSEE'S ASSURANCE OF CONSTRUCTION COMPLETION .....	43
SECTION 7.05    MECHANICS LIENS OR STOP NOTICES.....	44
SECTION 7.06    RECORD DOCUMENTS, AS-BUILT DOCUMENTS, AND CONSTRUCTION COSTS.....	45
SECTION 7.07    DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS .....	46
SECTION 7.08    CONSTRUCTION HEALTH AND SAFETY .....	47
SECTION 7.09    CONSTRUCTION STORMWATER PLAN.....	48
SECTION 7.10    CONSTRUCTION WASTE MANAGEMENT PLAN.....	48
SECTION 7.11    TEN-YEAR REFURBISHMENTS .....	49
ARTICLE VIII – ASSIGNMENT, SUBLETTING, AND ENCUMBERING .....	50
SECTION 8.01    ASSIGNING, SUBLETTING, AND TRANSFERRING .....	50
SECTION 8.02    LEASEHOLD MORTGAGES.....	52
SECTION 8.03    SUCCESSORS IN INTEREST .....	53
ARTICLE IX - TERMINATION AND DEFAULT .....	53
SECTION 9.01    TERMINATION OF PRIOR AGREEMENTS .....	53
SECTION 9.02    TERMINATION FOR DEFAULT .....	54
SECTION 9.03    COUNTY REMEDIES .....	55
SECTION 9.04    TERMINATION FOR NONUSE .....	55
SECTION 9.05    CONDITION OF LEASED PREMISES UPON TERMINATION .....	56
SECTION 9.06    DISPOSITION OF ABANDONED PERSONAL PROPERTY .....	56
SECTION 9.07    QUITCLAIM OF LESSEE'S INTEREST UPON TERMINATION OR DEFAULT .....	56
SECTION 9.08    COUNTY'S RIGHT TO RE-ENTER.....	56
ARTICLE X - SECURITY.....	57
SECTION 10.01   AIRPORT SECURITY .....	57
ARTICLE XI - INSURANCE AND INDEMNITY .....	59



## JOHN WAYNE AIRPORT FBO LEASE

SECTION 11.01	INSURANCE .....	59
SECTION 11.02	INDEMNITY .....	62
ARTICLE XII - FEDERAL GRANT ASSURANCES AND REQUIREMENTS .....		63
SECTION 12.01	CIVIL RIGHTS AND NONDISCRIMINATION .....	63
SECTION 12.02	DEVELOPMENT/MAINTENANCE OF AIRPORT .....	66
SECTION 12.03	LEASE SUBORDINATE TO AGREEMENT WITH U.S.A..	66
SECTION 12.04	USE TO CONFORM WITH FEDERAL AVIATION REGULATIONS .....	66
SECTION 12.05	NONEXCLUSIVE RIGHT .....	67
SECTION 12.06	RESERVATION OF AVIGATION EASEMENT .....	67
SECTION 12.07	HEIGHT LIMITATION OF STRUCTURES .....	67
SECTION 12.08	NONINTERFERENCE WITH AIRCRAFT .....	68
SECTION 12.09	WAR OR NATIONAL EMERGENCY.....	68
SECTION 12.10	DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS .....	68
SECTION 12.11	RESERVATION OF RIGHT OF ENTRY AND EASEMENT FOR NAVIGATIONAL AIDS .....	68
SECTION 12.12	ACCESS TO LEASED PREMISES .....	68
SECTION 12.13	AIRPORT MAINTENANCE AND CONSTRUCTION BY COUNTY .....	69
SECTION 12.14	AMERICANS WITH DISABILITIES ACT .....	69
ARTICLE XIII - MISCELLANEOUS PROVISIONS.....		69
SECTION 13.01	TIME .....	69
SECTION 13.02	LEASE ORGANIZATION .....	69
SECTION 13.03	AMENDMENTS.....	70
SECTION 13.04	SIGNS .....	70
SECTION 13.05	PERMITS AND LICENSES.....	70
SECTION 13.06	TAXES AND ASSESSMENTS.....	70
SECTION 13.07	CIRCUMSTANCES WHICH EXCUSE PERFORMANCE...	70
SECTION 13.08	PARTIAL INVALIDITY .....	71
SECTION 13.09	WAIVER OF RIGHTS .....	71
SECTION 13.10	RESERVATIONS TO COUNTY .....	71
SECTION 13.11	AUTHORITY OF LESSEE .....	71
SECTION 13.12	COUNTY REPRESENTATIVE.....	72



## JOHN WAYNE AIRPORT FBO LEASE

---

SECTION 13.13	PUBLIC RECORDS .....	72
SECTION 13.14	NATIONAL SECURITY .....	72
SECTION 13.15	RELATIONSHIP OF PARTIES .....	73
SECTION 13.16	ATTORNEYS' FEES.....	73
SECTION 13.17	PORT OF ENTRY DESIGNATION .....	73
SECTION 13.18	TRAINING AND CUSTOMER SERVICE PLANS.....	73
SECTION 13.19	LESSEE'S SERVICE OF ALCOHOL .....	73
SECTION 13.20	NOTICES .....	73



## JOHN WAYNE AIRPORT FBO LEASE

---

### LIST OF EXHIBITS

- EXHIBIT A LEASED PREMISES DESCRIPTION
- EXHIBIT B MAP OF LEASED PREMISES
- EXHIBIT C PROPOSED PROJECT MAP DEPICTING MIXED USE AND SMALL GA AREAS
- EXHIBIT D LISTING OF EXISTING ENVIRONMENTAL CONDITIONS AND HISTORICAL ASSESSMENTS
- EXHIBIT E REQUIREMENTS FOR DIGITAL RECORD FILES
- EXHIBIT F CONCEPTUAL PLANS
- EXHIBIT G DEVELOPMENT AND PHASING PLAN AND SCHEDULE
- EXHIBIT H MAINTENANCE PLAN
- EXHIBIT I TRAINING AND CUSTOMER SERVICE PLANS

### EXHIBIT DISCLAIMER

Some information contained in the Exhibits to this Lease has been obtained by COUNTY's representatives and/or third parties. The information is believed to be reasonably correct, but the COUNTY does not warrant either the completeness or accuracy of such information. It is the responsibility of the LESSEE to verify all such information.





## JOHN WAYNE AIRPORT FBO LEASE

---

THIS FBO Lease (“Lease”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the COUNTY OF ORANGE, a political subdivision of the State of California (“COUNTY”), and Jay’s Aircraft Maintenance, Inc. (“LESSEE”).

### RECITALS

WHEREAS, COUNTY, through its Board of Supervisors, is the owner and airport proprietor of John Wayne Airport (“JWA” or “Airport”), located in the County of Orange, State of California, and operates and maintains the Airport as a governmental function for the primary purpose of providing air transportation to the public; and

WHEREAS, JWA is in the process of implementing a comprehensive General Aviation Improvement Program (“GAIP”) with the intent to improve service, safety, security and efficiency for general aviation services and activities at JWA; and

WHEREAS, on June 25, 2019, COUNTY certified the GAIP Environmental Impact Report (“EIR”) 627 and selected the Proposed Project, providing a framework for general aviation improvements at the Airport and a comprehensive update of JWA’s general aviation facilities; and

WHEREAS, JWA conducted a competitive Request for Proposal (“RFP”) process and COUNTY selected LESSEE to develop and operate an updated Fixed Based Operator (“FBO”) facility at the Airport under this long-term Lease;

NOW, THEREFORE, in consideration of the promises and the mutual covenants hereinafter contained to be observed and performed by the respective parties hereto,

THE PARTIES HERETO COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS:

### ARTICLE I - DEFINITIONS

The following words, terms and phrases whenever used in this Lease shall have the meaning and significance attached to them in this Article, unless otherwise apparent from context.

#### **SECTION 1.01 AIRPORT**

“Airport” or “JWA” shall mean the John Wayne Airport, Orange County, California.

#### **SECTION 1.02 AIRPORT DIRECTOR**

“Airport Director” or “Director” shall mean the Director of John Wayne Airport, County of Orange, as appointed by the County Executive Office, or Director's designee.



## JOHN WAYNE AIRPORT FBO LEASE

---

### **SECTION 1.03      AIRPORT FUEL FARM**

“Airport Fuel Farm” or “Fuel Farm” shall mean the area located at the Southeast corner of the Airport located at the intersection of Campus Drive and Bristol Street, which contains COUNTY and LESSEE fueling facilities consisting of above ground sump tanks, underground fuel storage tanks, piping and associated fueling apparatus of which LESSEE’S Fuel Storage Parcel comprises a portion.

### **SECTION 1.04      BEST MANAGEMENT PRACTICES**

“Best Management Practices” (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures, safety plans, and other management practices to prevent or reduce the pollution of waters of the United States. BMPs also include treatment measures, operating procedures, and practices to control erosion, facility site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. BMPs include any type of pollution prevention and pollution control measure necessary to achieve compliance.

### **SECTION 1.05      BOARD OF SUPERVISORS**

“Board of Supervisors” shall mean the members of the Board of Supervisors of the County of Orange, as governing body of the County and proprietor of the Airport through its Airport Director, or designees, as appropriate.

### **SECTION 1.06      COUNTY**

“COUNTY” shall mean the County of Orange, a political subdivision of the State of California.

### **SECTION 1.07      DOT**

“DOT” shall mean the United States Department of Transportation.

### **SECTION 1.08      ENVIRONMENTAL LAWS**

“Environmental Laws” shall mean any federal, State, or local laws, statutes, ordinances, codes, judgments, orders, rules, or regulations pertaining to the environment and/or human health, Hazardous Materials, Pollutants, occupational safety and health, industrial hygiene, or the environmental conditions on, at, under or about the Airport, and includes, without limitation, the following: (i) the Clean Air Act, 42 U.S.C. § 7401 *et seq.*; (ii) Clean Water Act, 33 U.S.C. § 1251 *et seq.*; (iii) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act Of 1986 (“CERCLA”), 42 U.S.C. § 9601 *et seq.*; (iv) 49 C.F.R. Subchapter C (Transportation of Hazardous Materials); (v) the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1986 and Hazardous and Solid Waste Amendments of 1984 (“RCRA”), 42 U.S.C. § 6901 *et seq.*; (vi) the Oil Pollution Act of 1990, 33 U.S.C. § 2701 *et seq.*; (vii) the Federal Water Pollution



## JOHN WAYNE AIRPORT FBO LEASE

Control Act, 33 U.S.C. § 1317 *et seq.*; (viii) the Safe Drinking Water and Toxic Enforcement Act of 1986 (“Proposition 65”); (ix) California Health and Safety Code §§25100, 25395.7, 25915 *et seq.*; (x) the Porter-Cologne Water Quality Control Act (California Water Code); (xi) California Civil Code § 3479 *et seq.*; (xii) Storm Water Discharge Rules, 40 C.F.R. §§ 122.26, 122.30-37; (xiii) the Carpenter-Presley-Tanner Hazardous Substances Account Act; (xiv) the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; (xv) the Safe Drinking Water Act, 24 U.S.C. § 300f, *et seq.*; (xvi) National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Industrial Activities, Order No. 2014-0057-DWQ (or most current); (xvii) National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, Order No. 2009-0009-DWQ amended by 2010-0014-DWQ & 2012-0006-DWQ; (xviii) The County of Orange, Orange County Flood Control District and The Incorporated Cities of Orange County within the Santa Ana Region Areawide Urban Storm Water Runoff Orange County Municipal Separate Storm Sewer System (MS4) Permit Order No. R8-2009-0030 (National Pollutant Discharge Elimination System No. CAS618030) as amended by Order No. R8-2010-0062; (xix) South Coast Air Quality Management District Regulations and Rules; and (xx) all other federal, State, and local laws, rules, orders, directives, and codes, regulations, judgments, and orders relating to (a) emissions, discharges, releases, and/or threatened releases of Hazardous Materials into the environment (including, but not limited to, ambient air, surface water, groundwater, land surface, or subsurface strata); and (b) the manufacture, processing, distribution, use, generation, treatment, storage, disposal, transport or handling of Hazardous Materials, as such laws are amended, and the regulations and administrative codes applicable thereto.

### **SECTION 1.09      FAA**

“FAA” shall mean the Federal Aviation Administration created under the Federal Aviation Act of 1958, or such successor agency as may from time to time have similar jurisdiction over LESSEE or its business, and the Airport.

### **SECTION 1.10      HAZARDOUS MATERIALS**

“Hazardous Materials” shall mean any pollutant, contaminant, chemical, compound, substance, hazardous or toxic substance, material, waste, and/or any other matter, which is or shall become regulated by any governmental entity, including, but not limited to COUNTY acting in its governmental capacity, the State of California, and/or the United States Government. The term “Hazardous Materials” includes, without limitation, any material or substance which is: (i) defined or listed as a “hazardous waste,” “extremely hazardous waste,” “restrictive hazardous waste” or “hazardous substance” or considered a waste, condition of pollution, nuisance, and/or is controlled or governed under any Environmental Law; (ii) petroleum or a petroleum product or fraction thereof; (iii) asbestos-containing materials; (iv) flammable or explosive substances; (v) mold-containing materials; poly-chlorinated biphenyl compounds; and/or (vi) substances designated by any governmental entity to cause cancer and/or reproductive toxicity.



## JOHN WAYNE AIRPORT FBO LEASE

---

### SECTION 1.11 NON-STORM WATER DISCHARGE

“Non-Storm Water Discharge” shall mean any discharge to storm sewer systems that is not entirely composed of storm water. “Non-Storm Water Discharge” includes “Unauthorized Non-Storm Water Discharges” and “Authorized Non-Storm Water Discharges” as defined by the California Environmental Protection Agency State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Discharges of Storm Water Associated with Industrial Activities and Construction Activities.

### SECTION 1.12 NPDES PERMIT

“National Pollutant Discharge Elimination System (NPDES) Permit” means the currently applicable discharge permit(s) issued by the Regional Water Quality Control Board, Santa Ana Region, which establish waste discharge requirements applicable to storm runoff within the County and Airport.

### SECTION 1.13 POLLUTANT

“Pollutant” means any chemical, compound, substance, liquid, solid or semi-solid substances, or combination thereof, including but not limited to:

- a. Artificial materials (such as floatable plastics, wood products or metal shavings);
- b. Household waste (such as trash, paper, and plastics; cleaning chemicals, yard wastes, animal fecal materials, used oil and fluids from vehicles, lawn mowers and other common household equipment);
- c. Metals and nonmetals, including compounds of metals and nonmetals (such as cadmium, lead, zinc, copper, silver, nickel, chromium, cyanide, phosphorus and arsenic) with characteristics which cause an adverse effect on living organisms;
- d. Petroleum and related hydrocarbons (such as fuels, lubricants, surfactants, waste oils, solvents, coolants and grease);
- e. Substances having a pH less than 6.5 or greater than 8.6, or unusual coloration, turbidity or odor;
- f. Materials causing an increase in biochemical oxygen demand, chemical oxygen demand or total organic carbon;
- g. Materials which contain base/neutral or acid extractable organic compounds;
- h. Those pollutants defined in Section 1362(6) of the Federal Clean Water Act;
- i. Any other constituent or material, including but not limited to pesticides, herbicides, fertilizers, fecal coliform, fecal streptococcus, or enterococcus, or eroded soils, sediment and particulate materials, in quantities that will interfere with or adversely affect the beneficial use of the receiving waters, flora or fauna of the State; and





## JOHN WAYNE AIRPORT FBO LEASE

---

- j. Any substance listed under Health and Safety Code, §25316.

### **SECTION 1.14 PROHIBITED DISCHARGE**

“Prohibited Discharge” shall mean any discharge that contains any pollutant, from public or private property to (i) the storm water drainage system; (ii) any upstream flow, which is tributary to the storm water drainage system; (iii) any groundwater, river, stream, creek, wash or dry weather arroyo, wetlands area, marsh, or coastal slough; or (iv) any coastal harbor, bay, or the Pacific Ocean.

### **SECTION 1.15 STORM WATER**

“Storm Water” shall mean storm water runoff, snowmelt runoff, and storm water surface runoff and drainage.

### **SECTION 1.16 STORM WATER DRAINAGE SYSTEM**

“Storm Water Drainage System” means street gutter, channel, storm drain, constructed drain, lined diversion structure, wash area, inlet, outlet or other facility, which is a part of a tributary to the county-wide storm water runoff system and owned, operated, maintained or controlled by the County of Orange, the Orange County Flood Control District or any co-permittee city, and used for the purpose of collecting, storing, transporting, or disposing of storm water. The Airport storm drain system shall mean any gutter, channel, storm drain, constructed drain, wash area, inlet or outlet or other facility that flows into, onto, through or out of the Airport property.

### **SECTION 1.17 TERMINAL**

“Terminal” means the Thomas F. Riley commercial passenger terminal at John Wayne Airport.

### **SECTION 1.18 TSA**

“TSA” shall mean the Transportation Security Administration of the United States Department of Homeland Security, the federal agency responsible for regulation of airport security, or any similar successor agency.

## **ARTICLE II - TERM OF LEASE**

### **SECTION 2.01 PRIMARY TERM OF LEASE**

The term of this Lease shall be thirty (30) years commencing on January 1, 2021 (“Commencement Date”), and continuing through December 31, 2050 (“Primary Term”).



## JOHN WAYNE AIRPORT FBO LEASE

---

### SECTION 2.02      HOLDING OVER

In the event LESSEE shall continue in possession of the Leased Premises after the term of this Lease, such possession shall not be considered an extension or renewal of this Lease but a tenancy from month-to-month and shall be terminable upon 30 days' written notice and otherwise governed by the conditions and covenants contained in this Lease. The Minimum Annual Rent used as the basis to calculate monthly rents for any month-to-month holdover period shall be subject to the terms in Section 4.01 of this Lease.

### SECTION 2.03      OPTION TO EXTEND PRIMARY TERM

Provided that LESSEE constructs an additional capital asset on the Leased Premises at a minimum cost of seven percent (7%) of LESSEE's Initial Capital Investment as defined in Section 7.01, and is not in default of any term, covenant, condition, restriction or reservation of this Lease, LESSEE shall have the option to extend the Primary Term of this Lease under the same terms, covenants and conditions, except for Rent which shall be adjusted as set forth in Section 4.04, for one (1) additional, consecutive term of five (5) years ("Extension Term"). LESSEE shall exercise the Extension Term by providing the Airport Director with written notice of its election to extend the Primary Term a minimum of one (1) year prior to the expiration of the Lease term then in effect along with evidence of the completion of construction of an additional capital asset. Construction of additional capital asset requires prior written approval of Airport Director.

The accumulation of the Primary Term and Extension Term is hereinafter referred to as the "Term."

## ARTICLE III - LEASED PREMISES

### SECTION 3.01      LEASED PREMISES

COUNTY leases to LESSEE that certain real property as shown in Exhibits A and B hereinafter referred to as "Leased Premises" and incorporated herein by this reference. **Said Leased Premises are being leased to LESSEE in their "as-is" and "where-is" condition.**

LESSEE further acknowledges that COUNTY has made no representation or warranty regarding the condition of the Leased Premises or the suitability of such Leased Premises for the operation or conduct of LESSEE's use thereon or for any other purpose. The taking of possession of the Leased Premises by LESSEE shall conclusively establish that the Leased Premises is acceptable to LESSEE and in satisfactory condition for LESSEE's use at such time. LESSEE further, by taking possession of the Leased Premises, expressly acknowledges and represents to COUNTY that LESSEE is accepting LESSEE's interest in, and possession of, the Leased Premises in their present condition "**as-is**" and "**where-is**" including, but not limited to, the physical condition and environmental condition of the Leased Premises and all applicable laws affecting or related to the Leased Premises, or any part thereof, including, but not limited to, building and safety codes,



## JOHN WAYNE AIRPORT FBO LEASE

---

zoning ordinances, land use restrictions and regulations, Environmental Laws, and other such matters. LESSEE acknowledges and represents to COUNTY that neither COUNTY nor any agent or representative of COUNTY has made any representation, warranty or promise with respect to the Leased Premises, or any part thereof; that LESSEE has satisfied itself with the condition of the Leased Premises and the suitability of the Leased Premises for LESSEE's intended use; and that LESSEE has made all such investigations as LESSEE deems necessary with reference to the Leased Premises and assumes all responsibility therefor as the same relates to LESSEE's occupancy thereof.

### **SECTION 3.02      NATURE OF LESSEE'S ESTATE**

LESSEE acknowledges and agrees to all of the following:

- A. COUNTY has granted to LESSEE a leasehold interest in the Leased Premises only.
- B. COUNTY retains a fee ownership for federal income tax purposes in and to the Leased Premises, as well as all other ownership burdens and benefits connected with such fee ownership.
- C. LESSEE has not been granted any direct or indirect right or option to purchase the Leased Premises from COUNTY at any time during or after the termination and/or expiration of this Lease.

### **SECTION 3.03      INSTALLATION OF EQUIPMENT OUTSIDE THE LEASED PREMISES**

LESSEE shall not make any alteration or install any fixture or equipment of any kind outside the Leased Premises unless authorized in writing by the Airport Director prior to installation.

## ARTICLE IV - RENT

### **SECTION 4.01      RENT, FEES, AND CHARGES**

Rent shall consist of Minimum Annual Rent and Additional Rent, as defined and adjusted from time to time as set forth hereinafter.

#### A. Minimum Annual Rent

For purposes of this Lease the "Minimum Annual Rent" is defined as the sum of Ground Rent and Building Rent. The Minimum Annual Rent shall be payable in twelve (12) equal monthly installments on or before the first (1<sup>st</sup>) day of each calendar month beginning on the Commencement Date. Said amount shall be subject to annual adjustment as set forth in that section of the Lease entitled "REVISION OF RENT, FEES AND CHARGES."



## JOHN WAYNE AIRPORT FBO LEASE

---

### 1) Ground Rent

Beginning on the Commencement Date and continuing until the NEPA Date (as defined below), the Ground Rent shall be \$0.79 per square foot (psf) annually for the square footage of all land that makes up the Leased Premises.

Ground Rent = \$36,597.08 per month

Beginning on the NEPA Date and continuing for two (2) years after the NEPA Date, Ground Rent shall increase as follows:

- a) For the first twelve (12) month period after the NEPA Date, the Ground Rent shall be \$0.80 psf annually for the square footage of all land that makes up the Leased Premises.

Ground Rent = \$37,060.33 per month

- b) For the second twelve (12) month period after the NEPA Date, the Ground Rent shall be \$0.81 psf annually for the square footage of all land that makes up the Leased Premises.

Ground Rent = \$37,523.59 per month

- c) Beginning twenty-four (24) months after the NEPA Date, and continuing for the term of the Lease, the Ground Rent shall consist of \$1.25 psf annually for the square footage of all land that makes up the Leased Premises.

Ground Rent = \$57,906.77 per month

For purposes of this Section only, NEPA Date shall mean: (i) the date the County receives an approval under the National Environmental Policy Act relating to the Leased Premises, or (ii) the date that is one (1) year after the Commencement Date, whichever is later.

### 2) Building Rent

Subject to the provisions of Sections 4.01(B)(5) and 4.01(B)(6) below, Building Rent shall consist of \$2.53 price per square foot (psf) annually for the square footage of all enclosed structures located upon the Leased Premises on the Commencement Date.

Building Rent at Commencement Date = \$2,844.99 per month





## JOHN WAYNE AIRPORT FBO LEASE

LESSEE shall pay 150% of Minimum Annual Rent during any holdover period, which shall be calculated based on the most current month prior to holdover period commencement.

### B. Additional Rent

Additional Rent shall include Percentage Rent of Gross Receipts, Rent-a Car Fees, Advertising Fees, Fuel Flowage Fees, and Lubricant Fees as defined below. Additionally, NSF Check Fees, Charges for Late Payments, Penalty Fees, and Unauthorized Use and Services Fees, and all other monetary obligations under this Lease shall be deemed Additional Rent. Further, COUNTY has the right to make any payment to any third-party on any delinquent obligation which LESSEE is obligated to pay under this Lease and recover that amount from LESSEE as Additional Rent.

LESSEE agrees to pay all Additional Rent monthly, in arrears, on or before the fifteenth day of each month, up to and including the last day of the preceding month.

#### 1) Percentage Rent of Gross Receipts

LESSEE shall pay an amount equal to five percent (5%) of all Gross Receipts (as defined in Section 4.02) realized by LESSEE from its business operations on or from the Leased Premises including any amounts received by LESSEE from subtenant(s), sublessee(s), or licensee(s), as more fully set forth in Section 4.02, below.

LESSEE shall pay an amount equal to one-quarter of one percent (.25%) of all Gross Receipts realized by LESSEE for aircraft charter operations, the sale of aircraft, the sale of aircraft parts, and third-party aircraft maintenance services.

#### 2) Rent-A-Car Fees

LESSEE shall pay its percentage of reportable Gross Receipts from rental car activities equal to the percentages paid by other rental car companies operating on Airport, which on the Commencement Date equals ten percent (10%), and which is subject to adjustment from time to time.

#### 3) Advertising Receipts

LESSEE shall pay fifty percent (50%) of its Gross Receipts from all third-party advertising activities conducted on the Leased Premises. At least fifteen (15) days in advance of any advertising activity, LESSEE shall submit all advertising creatives and programs to JWA for Airport Director's prior written approval.

#### 4) Fuel Flowage Fees and Lubricant Fees



## JOHN WAYNE AIRPORT FBO LEASE

LESSEE shall pay a fuel flowage fee of six cents (\$0.06) per gallon of fuel delivered to the Airport and lubricant fees of ten cents (\$0.10) per gallon or as otherwise set by COUNTY's Board of Supervisors.

All fuel flowage fees shall be applied to all fuel handlers without unjust discrimination. All such fees shall be calculated upon deliveries made to LESSEE at the airport. The fuel gallonage shall be computed on the basis of net gallonage delivered and invoiced to LESSEE. Oil gallonage and lubricant weights shall be based on delivery invoices as supplied by the oil delivery company to LESSEE.

### 5) Building Rent Adjustment During Construction

Beginning upon the initiation of demolition of enclosed structures located on the Leased Premises as of the Commencement Date, Building Rent shall be adjusted each month to reflect, on a pro-rata basis, the maximum square footage of usable space of such buildings at any point during the prior month. Ground Rent and Additional Rent shall remain unchanged during the course of any demolition or construction activities.

### 6) No Building Rent for New Improvements

In recognition that LESSEE will be constructing or causing new improvements to be constructed without cost to COUNTY and that LESSEE will be obligated to pay the property taxes, insurance, and other costs that become payable with respect to the Leased Premises, including any new improvements, and that all new improvements will revert to COUNTY at the expiration or termination of this Lease, no Building Rent will be due or payable by LESSEE for such new improvements.

## C. Fuel Pricing

LESSEE's highest fuel prices for aircraft fuel sold at JWA shall be established with reference to a regional average of the following airports: McClellan-Palomar Airport (CRQ), Van Nuys Airport (VNY), Hollywood Burbank Airport (BUR) and Long Beach Airport (LBG), and shall not be more than ten percent (10%) above the median retail price of fuel sold at those four airports, as published weekly by Airnav.com.

LESSEE may also provide other discounts and shall seek to maintain competitive fuel pricing for customers purchasing fuel at JWA.

Fuel pricing shall be accessible and subject to inspection or audit by Airport Director or designee upon request.

Notwithstanding anything in this Lease to the contrary, all amounts payable by LESSEE to or on behalf of COUNTY under this Lease, whether or not expressly denominated as Minimum Annual Rent, Ground Rent, Building Rent, or Additional Rent, shall also constitute rent for the purposes



## JOHN WAYNE AIRPORT FBO LEASE

of the Bankruptcy Code, 11 United States Code Section 502(b). Rent payments shall be made in accordance with the provisions with that section of the Lease entitled “PAYMENT PROCEDURE.”

### **SECTION 4.02      DEFINITION OF GROSS RECEIPTS**

As used in this section, the term “LESSEE” shall include LESSEE, its officers, directors, employees, agents, affiliates, assigns, and successors. The term “Gross Receipts” upon which five percent (5%) of Gross Receipts is to be calculated, shall include the following:

- A. All business activities that generate income or revenue for LESSEE on or from the Leased Premises, which shall include but not be limited to, the sale price of all goods, services, wares, and products sold, performed or traded on or from the Leased Premises, whether for cash or credit and whether payment is actually made or not (provided, however, that it is expressly understood that the activities encompassed in this Subsection 4.02(A) do not include those activities that are covered by the separate percentage (.25%) provided for in the second paragraph of Subsection 4.01(B)(1);
- B. All admission, entry, rental and other fees of any nature or kind charged by LESSEE;
- C. The fair rental value of facilities on the Leased Premises used by LESSEE or its employees for purposes other than the business purposes for which the Leased Premises are leased;
- D. The value of all consideration received by LESSEE including, without limitation, non-monetary considerations, including trades, for the items sold, leased, rented or services rendered.
- E. Any rent, consideration or other amounts paid to LESSEE by subtenant(s), sublessee(s), or licensee(s), or any person acting under contract with LESSEE based on LESSEE’s operations at JWA.
- F. Revenue from box hangars.

Gross Receipts subject to the five percent (5%) payment amount shall exclude revenue from tie-downs, sunshades, and T-hangars; Rent-a-Car Fees; Advertising Receipts; Fuel Sales; Fuel Flowage Fees and Lubricant Fees; pass-through costs (which are understood to be expenses that LESSEE prepays on behalf of aircraft owners in the course of aircraft operations as a matter of convenience, and which are then reimbursed by said aircraft owners and on which LESSEE charges no markup), and all sales and excise taxes as defined by federal, State, county or municipal government tax codes, and that are paid by LESSEE as a direct result of operations under this Lease.



## JOHN WAYNE AIRPORT FBO LEASE

---

Refunds for goods returned shall be deducted from current Gross Receipts upon return. Bad debt losses, including but not limited to NSF checks and uncollectible credit card charges, shall not be deducted from Gross Receipts.

Discounts including but not limited to allowances, deductions, rebates, trades, kickbacks, hidden credit, promotional sales, or any other reductions shall not be deducted from Gross Receipts, unless the Airport Director provides written approval for such a discount.

### **SECTION 4.03 CHARGE FOR UNAUTHORIZED SERVICES AND USES**

In the event LESSEE breaches this Lease by using or permitting the Leased Premises to be used in any manner other than as expressly permitted under this Lease or by providing unauthorized services on the Airport outside of the Leased Premises, LESSEE shall pay COUNTY a sum equal to one hundred percent (100%) of the Gross Receipts for any such service or use. Said payment shall be subject to the charge for late payment in that section of the Lease entitled "CHARGE FOR LATE PAYMENT." As used in this section, the term "LESSEE" shall include LESSEE, its employees, agents, successors, assigns, affiliates, sublessees, concessionaires, licensees, or any person acting under contract with LESSEE, or on LESSEE's behalf. All charges for unauthorized services and uses are due and payable as Additional Rent. Furthermore, this Lease may be subject to termination by the COUNTY for LESSEE's unauthorized services or uses, which termination would be governed by the provisions of Section 9.02.

### **SECTION 4.04 REVISION OF RENT, FEES AND CHARGES**

#### **A. Minimum Annual Rent**

The Minimum Annual Rent specified in that section of the Lease entitled "RENT, FEES AND CHARGES" shall be subject to automatic annual adjustments in proportion to changes in the Consumer Price Index for Los Angeles-Long Beach-Anaheim, CA (All Urban Consumers - All Items 1982-1984=100) promulgated by the Bureau of Labor Statistics of the U.S. Department of Labor.

The automatic adjustment shall be effective on each anniversary of the Commencement Date of the Lease and shall be calculated by means of the following formula:

$$A = B \times \frac{C}{D}$$

- A = Adjusted Rent
- B = Minimum Annual Rent as originally set forth in that section of the Lease entitled "RENT, FEES AND CHARGES"
- C = Monthly index for the fourth month prior to the month in which each rental rate adjustment is to become effective
- D = Monthly index for the month in which this Lease becomes effective



## JOHN WAYNE AIRPORT FBO LEASE

In the event that the Consumer Price Index (CPI) ceases to use 1982-84 = 100 as the basis of calculation, or if, in COUNTY's sole judgment, a substantial change is made in the method used by the federal government to determine the CPI or the items used to calculate the CPI, then the CPI shall be converted to the figure that would have been calculated (or as close to such figure as shall be practicable) had the manner of calculating the CPI in effect at the date of this Lease not been altered.

In the event that the CPI is not issued or published for the period for which such minimum annual rent is to be adjusted and computed hereunder, or in the event that the Bureau of Labor Statistics of the United States Department of Labor should cease to publish said index figures, then any similar index published by any other branch or department of the United States Government shall be used and if none is so published, then another index generally recognized as authoritative shall be substituted by COUNTY.

Notwithstanding the foregoing, in no event shall the rent be reduced by reason of any such adjustment.

### B. Fees and Charges

The fuel flowage and lubricant fees shall be adjusted periodically by COUNTY based on the latest schedule established by Board of Supervisors. The rent-a-car percentage fees shall be the same as the percentage fees paid by other rental car companies operating on Airport.

## SECTION 4.05 PAYMENT PROCEDURE

- A. Place of Payment and Filing. Payments and statements required by Section 4.01 "RENT" shall be delivered to the County of Orange, John Wayne Airport Accounting Services, 3160 Airway Avenue, Costa Mesa, California 92626. The designated place of payment, filing and reporting may be changed at any time by COUNTY upon ten (10) days' written notice to LESSEE. Payments may be made by check payable to the County of Orange. LESSEE assumes all risk of loss if payments are made by mail.
- B. Form of Payment. All sums due under this Lease shall be paid in lawful money of the United States of America without offset or deduction or prior notice or demand. No payment by LESSEE or receipt by COUNTY of a lesser amount than the payment due shall be deemed to be other than on account of the payment due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and COUNTY shall accept such check or payment without prejudice to COUNTY's right to recover the balance of the amount due or pursue any other remedy in this Lease. All Electronic Funds Transfer (EFT) payments must be remitted by Automated Clearing House (ACH) / direct deposit to the COUNTY's designated bank account, or any future mode prescribed by the COUNTY. Any fees assessed to the COUNTY's bank account due to the use of other form of payment (e.g. wire transfer) not



## JOHN WAYNE AIRPORT FBO LEASE

---

prescribed or approved by the COUNTY, shall be passed through to the LESSEE plus \$25 processing fee.

- C. In the event the obligation to pay rent begins or terminates on some day other than the first or last day of the month, the rent shall be prorated to reflect the actual period of use on the basis of a thirty (30) day month. The rent for any partial calendar month during which this Lease becomes effective will be payable on such effective date.
- D. NSF Check Fees. In the event a check submitted by LESSEE is returned for non-sufficient funds (“NSF”), LESSEE agrees to pay COUNTY a fee in the amount of twenty-five dollars (\$25) for the first check, and thirty-five dollars (\$35) for each subsequent check. All NSF check fees are due and payable as Additional Rent. LESSEE will be liable for treble the amount of the check under certain circumstances described by California Civil Code Section 1719.

### SECTION 4.06 CHARGE FOR LATE PAYMENT

LESSEE hereby acknowledges that the late payment of rent or any other sums due hereunder will cause COUNTY to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, administrative processing of delinquent notices, increased accounting costs, lost interest income.

Accordingly, if any payment of rent as specified in that section of the Lease entitled “RENT, FEES AND CHARGES” or of any other sum due COUNTY is not received by COUNTY by the due date, a late charge of one and one-half percent (1.5%) of the payment due and unpaid plus one hundred dollars (\$100) shall be added to the payment, and the total sum shall become immediately due and payable to COUNTY. An additional charge of one and one-half percent (1.5%) of said payment, excluding late charges, shall be added for each additional month that said payment remains unpaid. All charges for late payments are due and payable as Additional Rent.

LESSEE and COUNTY hereby agree that such late charges represent a fair and reasonable estimate of the costs that COUNTY will incur by reason of LESSEE's late payment. Acceptance of such late charges (and/or any portion of the overdue payment) by COUNTY shall in no event constitute a waiver of LESSEE's default with respect to such overdue payment, or prevent COUNTY from exercising any of the other rights and remedies granted hereunder.

### SECTION 4.07 PROVISION AGAINST SET-OFFS

It is the obligation of LESSEE to pay all rents, fees, and charges, free of any set-offs or claims, in the amount and at the times specified in this Lease. In the event that LESSEE desires to contest the validity or amount due and owing, LESSEE shall first pay the same to COUNTY and may then seek a refund in any appropriate forum.





## JOHN WAYNE AIRPORT FBO LEASE

---

### SECTION 4.08 SECURITY DEPOSIT

No less than thirty (30) days prior to the Commencement Date of this Lease, LESSEE shall deposit with COUNTY a security deposit subject to the provisions for adjustment as provided hereinafter. Concurrently with each revision of the rent pursuant to that section of the Lease entitled "RENT, FEES, AND CHARGES," the security deposit to be provided by LESSEE shall be adjusted to six (6) times the total monthly building and ground rent to guarantee the faithful performance by LESSEE of its obligations under this Lease and the payment of all rents, fees and charges due hereunder. Any increased security deposit is due within ten (10) business days of such adjustment.

The security deposit shall take one of the forms set out below and shall guarantee LESSEE's full and faithful payment and performance of all the terms, covenants, and conditions of this Lease:

- A. An instrument or instruments of credit from one or more financial institutions, subject to regulation by the State of California or Federal government, pledging that funds necessary to secure performance of the Lease terms, covenants, and conditions are on deposit and guaranteed for payment, and agreeing that said funds shall be trust funds securing LESSEE's performance and that all or any part shall be paid to COUNTY, or order upon demand by Airport Director. Both the financial institution(s) and the form of the instrument(s) must be approved by Airport Director.
  
- B. A Faithful Performance Bond executed by a surety company or financial institution qualified and admitted to do business in the State of California and issued in a form, approved by the COUNTY. Under the bond, the surety company shall guarantee to COUNTY full and complete payment and performance of all the terms, conditions and covenants herein to be performed on the part of the LESSEE, including the payment of use fees, charges, rents, as well as any and all other payments. Said bond shall be maintained at the cost of the LESSEE throughout the existence of this Lease. Said Surety shall give Airport Director a minimum (30) days' prior written notice of cancellation or material change in said bond. Such cancellation or material change without Airport Director's prior written consent shall constitute a default under this Lease.

Regardless of the form in which LESSEE elects to make said security deposit, all or any portion of the principal sum shall be available unconditionally to the COUNTY for correcting any default or breach of this Lease by LESSEE, its successors or assigns, or for payment of expenses incurred by COUNTY as a result of the failure of LESSEE, its successors or assigns, to faithfully perform all terms, covenants, and conditions of this Lease.

Any instrument or bond shall have the effect of releasing depository or creditor therein from liability on account of the payment of any or all of the principal sum to COUNTY, or order upon demand by Airport Director.

In the event Airport Director withdraws all or any portion of the security deposit as provided herein, LESSEE shall, within ten (10) days of any withdrawal by Airport Director, replenish the



## JOHN WAYNE AIRPORT FBO LEASE

---

security deposit to maintain it at amounts herein required throughout the Lease term. Failure to do so shall be deemed a default and shall be grounds for immediate termination of this Lease.

LESSEE shall be obligated to maintain the security deposit in effect until all obligations of LESSEE under this Lease have been fully paid and/or performed. LESSEE shall deliver to the COUNTY an original copy of all instruments obtained under this Section including renewals and amendments as applicable.

The security deposit, after deduction of all amounts due COUNTY, shall be rebated, reassigned, released or endorsed by the COUNTY to LESSEE or order, as applicable, after one hundred twenty (120) days have elapsed following the expiration date of the Lease term, provided LESSEE has fully and faithfully performed each and every term, covenant, and condition of this Lease.

### ARTICLE V - USE

#### SECTION 5.01 USE

LESSEE's use of the Leased Premises shall be for operation of a Limited Service FBO. LESSEE shall furnish all services on a reasonable, and not unjustly discriminatory, basis to all Airport users, and shall charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that LESSEE may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. Any use or provision of services on Airport is specifically subject to rules and regulations as may be promulgated from time to time by COUNTY.

LESSEE shall ensure that aircraft self-fueling facilities, aircraft storage (hangars and tie-downs), and aircraft maintenance and repair services are provided from the Leased Premises throughout the term of this Lease. LESSEE shall designate an area for transient aircraft self-service activity as approved by Airport Director in his/her reasonable discretion.

Other required services and operations include, without limitation:

- A. Maintenance, repair, overhaul, and modification of general aviation aircraft, aircraft engines, airframes, automatic flight systems, instruments, radio, electronic equipment, propellers and other aircraft components under cover or indoors.
- B. All taxiing and movement of aircraft must be accomplished in a manner that does not disturb or damage other aircraft or pavement outside the Leased Premises. Aircraft must be parked so that no portion of the aircraft extends outside the Leased Premises. Any takeoff and landing of rotorcraft may only be from an area approved by both the Airport and FAA for such use.
- C. Effective upon LESSEE's completion of a given phase of construction, as approved by the Airport Director, LESSEE shall park or store aircraft affected by such construction phase



## JOHN WAYNE AIRPORT FBO LEASE

---

on the Leased Premises in strict accordance with the uses depicted on Exhibit C for the remaining term of the Lease. Full implementation of Exhibit C shall occur no later than two (2) years from the initial date of demolition.

For purposes of the uses depicted on Exhibit C, the following definitions shall apply:

- a. The green area marked as “SMALL GA” on Exhibit C shall only be used for the parking or storage of aircraft that meet at least one of the following criteria:
  - i. The aircraft has a wingspan of less than 49 feet in accordance with FAA Airplane Design Group I (*see Advisory Circular AC 150/5300-13A regarding Airport Design, updated September 28, 2012*); or
  - ii. The aircraft is a “small aircraft” with a maximum certificated takeoff weight of 12,500 pounds or less in accordance with Title 14 CFR § 1.1.
- b. The yellow area marked as “MIXED USE” may be used for the parking or storage of aircraft of any size.

Any modification to the parking areas depicted on Exhibit C shall be permitted only with Airport Director’s prior written approval and shall not increase the acreage allotted for MIXED USE.

For each violation of this provision, LESSEE shall pay to COUNTY liquidated damages in the amount of \$1,000 per occurrence, per day. LESSEE agrees this amount is reasonable in light of the anticipated harm to COUNTY for each such occurrence, which would otherwise be difficult to calculate with certainty.

- D. Storage of aircraft-related supplies, parts and equipment necessary for support of said aircraft.
- E. Retail and wholesale sales of aircraft fuel by the provision of a Self-Service Fueling Facility, engine oil, and lubricants. LESSEE acknowledges that COUNTY has installed a hydrant fueling system and fuel storage tanks to serve commercial airline aircraft, and LESSEE’s fuel storage improvements and wholesale deliveries will be serving only general aviation aircraft.
- F. Line service for the purpose of fueling, supplying engine oil, checking tire pressures, and use of auxiliary power units for starting and/or on-the-ground utility service on the Leased Premises or in the public transit area.
- G. Flight instruction (schools or individual instructors), including flight training and demonstration of aircraft for sale or charter.
- H. Towing of disabled aircraft.



## JOHN WAYNE AIRPORT FBO LEASE

---

- I. Maintenance and servicing of general aviation automotive ramp equipment (under cover or indoors), and the sale of aircraft fuel, subject to Airport Director approval.
- J. Installation of food vending equipment and/or a coffee bar for the purpose of serving LESSEE's employees and customers. Sale or vending of tobacco products is prohibited. Use of tobacco products is prohibited within any building on the Leased Premises.
- K. Provision of aircraft washing beginning at such time as appropriate facilities are constructed and operational on the Leased Premises.
- L. Office space incidental to LESSEE's operations permitted herein.

Other allowed services and operations may be provided, including:

- A. Aircraft charter operations.
- B. Sale, lease, and rental of new and used aircraft (both retail and wholesale).
- C. Sale of aircraft parts and accessories (retail or wholesale).
- D. Sale of new and used radio and other electronic equipment, including aircraft instruments.
- E. Sale of navigational and aviation supplies and accessories.
- F. Aircraft chartering, operation, and management services.
- G. Financing, leasing, and insuring of aircraft.
- H. Rent-a-car service.
- I. Upholstery and maintenance of aircraft interiors.
- J. Such other services or uses as Airport Director may approve in writing.

Additional Use Requirements and Prohibitions:

LESSEE shall provide on-site management personnel for hangars, tie-downs, and other uses permitted above. On the Commencement Date of this Lease, LESSEE shall accept the assignment from COUNTY to LESSEE of all aircraft parking and storage licenses (including all tie-down, sunshade, and hangar licenses) on the Leased Premises, and LESSEE shall assume responsibility for any waitlists for formerly COUNTY-operated facilities on the Leased Premises. LESSEE shall offer aircraft storage and maintain any waitlists for aircraft storage in a fair and transparent manner.



## JOHN WAYNE AIRPORT FBO LEASE

---

LESSEE shall provide the Airport with copies of all subleases and/or agreements with subtenants and/or third parties for the leasing of office space or another portion of the Leased Premises, community hangars, box hangars, flight instruction, maintenance and servicing of aircraft, wash and wax services, and rent-a-car services, within fifteen (15) days following execution of this Lease (in the case of pre-existing subleases and agreements), or within fifteen (15) days following the execution of any new such subleases or agreements.

LESSEE shall make restroom facilities available for general aviation users, as well as allow Airport Security personnel staffing perimeter gates to use such facilities closest to the gate they are staffing.

LESSEE shall comply with all applicable federal, State, and local laws and regulations. LESSEE agrees not to use the Leased Premises for any unauthorized commercial airline aviation purposes or to engage in or permit any activity not enumerated by this section within or from the Leased Premises. Additionally, LESSEE shall not permit the operation of a Regularly Scheduled Commercial User as defined in section 2.40 of John Wayne Airport's Phase 2 Commercial Airline Access Plan and Regulation, as may be amended from time to time. LESSEE agrees not to conduct or permit to be conducted any public and/or private nuisance (as defined in Civil Code, §§3479 – 3481, et seq.) at, in, on, or from the Leased Premises, or to commit or permit to be committed any waste in, on or from the Leased Premises.

However, LESSEE may be permitted to provide certain commercial aviation ramp services and other contract ground services to commercial airlines pursuant to a separate Airline Related Services License.

### **SECTION 5.02      USE OF PUBLIC AIRPORT FACILITIES**

COUNTY grants the LESSEE a license for the non-exclusive use of all public Airport facilities including, but not limited to, taxiways, runways, navigational aids and facilities relating thereto for purposes of landings, takeoffs and taxiing of LESSEE's aircraft. All such use shall be in accordance with the laws of the United States of America, the State of California, and the rules and regulations promulgated by their authority with reference to aviation and air navigation, and in accordance with all reasonable and applicable rules, regulations, and ordinances of COUNTY now in force or hereafter prescribed or promulgated by ordinance or by law. The use of these areas shall be subject to the control and regulation of Airport Director, in his/her sole discretion. This license for non-exclusive use is subject to all rights reserved by the COUNTY to license, permit, authorize, regulate, and relocate concessionaires and other Airport lessees.

### **SECTION 5.03      RULES AND REGULATIONS**

During the term of this Lease, the COUNTY may adopt and enforce rules and regulations which LESSEE agrees to observe and obey with respect to the use of the Airport and its appurtenances, facilities, improvements, equipment and services; provided that such rules and regulations shall not be inconsistent with safety and with rules, regulations, and orders of the FAA and TSA with



## JOHN WAYNE AIRPORT FBO LEASE

---

respect to all operations of the Airport. Except in the case of emergency, the COUNTY shall give LESSEE written notice and opportunity to comment on any proposed changes or additions to the rules and regulations that could impact LESSEE's operations at the Airport before such proposed rules and regulations are adopted by the COUNTY. If requested, the COUNTY shall promptly provide a copy of such rules and regulations to LESSEE.

LESSEE must comply with the Minimum Standards promulgated by the Airport and presently in effect at the Commencement Date or in effect at such time as this Lease is amended.

LESSEE shall comply with all Airport Rules and Regulations, the Airport's General Aviation Minimum Standards, and shall observe, obey, comply with and not otherwise hinder or obstruct any and all rules, regulations, laws, ordinances, statutes or orders of any governmental authority, whether federal, State, or local, lawfully exercising authority over the Airport or the activities thereon, including compliance with FAA, TSA and Airport security rules, regulations, grant assurances, and plans. The Airport Rules and Regulations contain environmental and sustainability requirements that LESSEE agrees to make reasonable efforts to participate in, help facilitate, and cooperate with, including those related to air quality, waste, and water and energy conservation.

To the fullest extent authorized by law, LESSEE shall be liable to COUNTY for any and all claims, losses, expenses, demands, damages, fines or penalties of any nature whatsoever which may be imposed upon COUNTY due to LESSEE's violation of any governmental rules, regulations, or standards as now or may hereafter be promulgated or enacted, including, but not limited to, the payment of any fines or penalties for any breach of security, arising from the unauthorized entry of any person or vehicle onto Airport, or from any other violations caused directly or indirectly by the act, omission, negligence, abuse, or carelessness on the part of LESSEE, its employees, sublessees, agents, or suppliers.

COUNTY shall not be liable to LESSEE for any diminution or deprivation of possession, or of its rights hereunder, on account of the exercise of such right or authority as in this section provided, nor shall LESSEE be entitled to terminate the whole or any portion of the Leasehold estate herein created, by reason of the exercise of such right or authority, unless the exercise thereof shall so interfere with LESSEE's use and occupancy of the Leased Premises so as to constitute a termination in whole or in part of this Lease by operation of law in accordance with the laws of the State of California.

### **SECTION 5.04      SELF-SERVICE FUELING FACILITY**

LESSEE shall develop and construct in accordance with Section 7.01 "IMPROVEMENTS BY LESSEE" a facility on the Leased Premises for the provision of self-serve avgas to general aviation aircraft operators (the "Self-Service Fueling Facility"). Except for power and data connections, the Self-Service Fueling Facility shall be entirely above-ground and self-contained. The Self-Service Fueling Facility shall include, without limitation: fuel line reels and hoses, grounding equipment, fuel dispensing equipment covers, electronic fuel level and leak monitoring systems,





## JOHN WAYNE AIRPORT FBO LEASE

---

automatic fire suppression system over the pump, credit card stations and related equipment, painting of fuel island markings, and all necessary signage. LESSEE is responsible for all servicing and maintenance of the Self-Service Fueling Facility, and shall replenish fuel storage tanks in order to keep available fuel levels above 20% of storage capacity. LESSEE shall not use any other fuel storage tanks or facilities at the Airport without the prior written approval of the Airport Director, subject to any conditions described therein.

LESSEE will maintain a dedicated fueling supervisor for 60 days after the installation of the Self-Service Fueling Facility. The fueling supervisor will be stationed and dedicated to monitoring the Self-Service Fueling Facility to ensure all safety measures and best practices are being maintained during LESSEE'S business hours. LESSEE shall have all personnel who work within the airside portion of John Wayne Airport receive annual training on the Self-Service Fueling Facility.

LESSEE shall install within 60 days of installation of Self-Service Fueling Facility, a security surveillance and video monitoring system with hard drive capability to store at least 30 days of surveillance footage. In the event of a discharge, spill or leak, the video footage shall be available to the Airport for at least 30 days after the incident is reported.

### **SECTION 5.05      LIMITATION OF THE LEASEHOLD**

This Lease and the rights and privileges granted LESSEE in and to the Leased Premises are subject to all covenants, conditions, restrictions, and other exceptions of record. Nothing contained in this Lease or in any document related hereto shall be construed to imply the conveyance to LESSEE of rights in the Leased Premises which exceed those owned by COUNTY, or any representation or warranty, either expressed or implied, relating to the nature or condition of the Leased Premises or COUNTY'S interest therein. LESSEE acknowledges that LESSEE has conducted a complete and adequate investigation of the Leased Premises and that LESSEE has accepted the Leased Premises in "as is" condition.

### **SECTION 5.06      PROVISION OF SUFFICIENT PARKING**

LESSEE shall provide sufficient vehicular parking to accommodate LESSEE'S operation within the Leased Premises consistent with applicable building or zoning regulations. Should LESSEE need off-site parking to meet the parking requirements for its operations or improvements on the Leased Premises, then LESSEE shall first obtain the approval of the Airport Director and, if approved, agrees that any future sale or assignment of this Lease shall also include an assignment of LESSEE'S off-site parking or provision of a comparable alternate off-site parking area outside the Airport perimeter fence to be available for use during the remaining term of the Lease.

COUNTY has no obligation whatsoever to make vehicular parking available to accommodate LESSEE'S operation.



## JOHN WAYNE AIRPORT FBO LEASE

---

### SECTION 5.07 RECORDS AND ACCOUNTS

- A. Records. LESSEE shall, at all times during the term of this Lease, keep or cause to be kept true and complete books, records, and accounts of all financial transactions in the operation of all business activities, of whatever nature, conducted in pursuance of the rights granted herein. The records must be supported by source documents such as sales slips, cash register tapes, purchase invoices, or other pertinent documents.
- B. The Accounting Year. The accounting year shall be twelve full calendar months. The accounting year may be established by LESSEE, provided LESSEE notifies the COUNTY in writing of the accounting year to be used. Said accounting year shall be deemed to be approved by COUNTY unless COUNTY has objected to LESSEE's selection in writing within sixty (60) days of LESSEE's written notification.

In the event LESSEE fails to establish an accounting year of its choice, regardless of the cause, the accounting year shall be synonymous with the twelve-month period contained in the first one-year term of the Lease.

Any portion of a year that is not reconciled, should the accounting year and the anniversary year of the Commencement Date not be the same, shall be accounted for as if it were a complete accounting year.

Once an accounting year is established, it shall be continued through the term of the Lease unless COUNTY specifically approves in writing a different accounting year. COUNTY shall only approve a change in accounting years in the event of undue hardship being placed on either the LESSEE or COUNTY, and not because of mere convenience or inconvenience.

C. Financial Statements.

1) Annual Balance Sheet and Income Statement

Within one hundred twenty (120) days after the end of each accounting year, LESSEE shall at its own expense submit to COUNTY a detailed balance sheet and income statement prepared in accordance with generally accepted accounting principles reflecting all business transacted by the LESSEE on or from the Leased Premises during the preceding accounting year. The LESSEE shall attest in writing that the balance sheet and income statement submitted are true and accurate representation of LESSEE's records. LESSEE shall also provide standalone audited financial statements of the LESSEE's business entity if they are available from LESSEE's corporate audit or upon request of the COUNTY. The COUNTY has the option to require LESSEE's submission of audited financial statements.



## JOHN WAYNE AIRPORT FBO LEASE

---

### 2) CPA-Audited Gross Receipts

Within one hundred twenty (120) days after the end of each accounting year, LESSEE shall at its own expense submit to COUNTY an audited statement of total Gross Receipts and total gallons of fuel delivered to LESSEE. This statement must include a breakdown schedule of all total gallons and all total Gross Receipts by type and month. At a minimum, Gross Receipts should be divided into the categories as set forth in Section 4.01(B). This statement must be prepared by a Certified Public Accountant (CPA) who is a member in good standing with the American Institute of Certified Public Accountants (AICPA) or the California Society of CPA's. The audit must be performed in accordance with Generally Accepted Auditing Standards (GAAS) authorized by the AICPA. The reference for this is Statement on Auditing Standards (SAS) #95. The audited statement of fuel and lubricant deliveries and Gross Receipts shall include total Gross Receipts for the accounting year classified according to the categories of business established for fuel flowage and lubricant fees and for rent-a-car fees as listed in Section 4.01 of this Lease entitled "RENT, FEES AND CHARGES."

A reviewed statement of Gross Receipts may be requested by LESSEE instead of an audited statement of fuel deliveries and Gross Receipts if undue hardship is placed on the LESSEE to obtain an audited statement. LESSEE must request and obtain written approval for a reviewed statement from the COUNTY prior to the start of the financial statement engagement for the year to be audited. If a reviewed statement of Gross Receipts is approved by the COUNTY, COUNTY retains the right to require an audited statement of Gross Receipts for future years.

LESSEE shall provide COUNTY with copies of any CPA audit or review report and audited or reviewed financial statements prepared in conjunction with their audit of LESSEE's operations from the leased premises. Copies of reports and/or financial statements shall be provided directly to COUNTY by the CPA at the same time LESSEE's copy is provided to LESSEE.

LESSEE acknowledges its understanding that any and all of the "Financial Statements" submitted to COUNTY pursuant to this Lease become public records subject to public inspection as required by California Government Code Section 6250 *et seq.*

D. Failure to Submit Financial Statements. In addition to any other remedies available to COUNTY at law or in equity or under this Lease, in the event that LESSEE fails to submit any financial statements by the due date listed in Section 5.07 "RECORDS AND ACCOUNTS," Airport Director may require LESSEE to pay the greater of:

- 1) Five thousand dollars (\$5,000); or



## JOHN WAYNE AIRPORT FBO LEASE

- 2) Any and all costs incurred by COUNTY for the Certified Public Accountant hired by the COUNTY to prepare the required financial statements, including an administrative fee equal to fifteen percent (15%) of those costs.

E. Audits. All LESSEE's books of account and records and supporting source documents related to this Lease or to business operations conducted within or from the Leased Premises shall be kept and made available at one location within the limits of the County of Orange. COUNTY shall, through its duly authorized agents or representatives, have the right to examine and audit said books of account and records and supporting source documents at any and all reasonable times.

The COUNTY, upon request of LESSEE and at said COUNTY's sole discretion, may authorize the above-referenced books and records and supporting source documents to be kept in a single location outside the limits of Orange County provided LESSEE shall agree to pay all expenses including but not limited to transportation, food, and lodging necessary for COUNTY to send a representative to audit said books and records. Said right shall not be exercised by COUNTY more than once each accounting year.

The full cost of said audit, as determined by COUNTY, shall be borne by LESSEE if either or both of the following conditions exist:

- 1) The audit reveals an underpayment of more than two percent between the rent due as reported and paid by LESSEE in accordance with this Lease and the rent due as determined by said audit;
- 2) LESSEE has failed to maintain true and complete books, records, accounts and supporting source documents in accordance with Section A "Records" above. The adequacy of records shall be determined at the sole discretion of COUNTY in accordance with the provisions of a letter of agreement between LESSEE and COUNTY.

Otherwise, COUNTY shall bear the cost of said audit, excluding the aforementioned expenses related to audit of documents kept outside the limits of Orange County.

Upon the request of COUNTY, LESSEE shall promptly provide, at LESSEE's expense, necessary data to enable COUNTY to fully comply with any and every requirement of the State of California or the United States of America for information or reports relating to this Lease and to LESSEE's use of the Leased Premises. Such data shall include, if required, a detailed breakdown of LESSEE's receipts and expenses.

F. Environmental Compliance Audits. LESSEE shall provide the COUNTY Airport Environmental Resources Manager with any documentation of environmental compliance audits, inspections, and violations within 5 days. LESSEE is responsible for correcting environmental conditions to address the findings, paying fines/fees to maintain



## JOHN WAYNE AIRPORT FBO LEASE

---

compliance, and responding to the oversight agency. A copy of correspondence shall be submitted to the Airport's Environmental Resources Manager within 5 days.

G. Failure to Maintain Adequate Records. In addition to any other remedies available to COUNTY at law or in equity or under this Lease, in the event that LESSEE fails to maintain and keep books, records and accounts of Gross Receipts from business operations conducted on or from the Leased Premises and/or source documents relating thereto, or to make the same available to COUNTY for examination and audit, or to record sales and/or to maintain registers to record sales, or to provide financial statements and other information to COUNTY regarding gross sales as required by this Lease, COUNTY, at COUNTY's option, may:

- 1) Perform such examinations, audits and/or investigations itself or through agents or employees as COUNTY and/or its auditors may deem appropriate to confirm the amount of percentage rents payable by LESSEE under this Lease and any and all costs and/or expenses incurred by COUNTY in connection therewith shall be promptly reimbursed to COUNTY by LESSEE upon demand.
- 2) Provide accounting services and/or a system for recording retail sales and charges, including without limitation, cash registers, for use by LESSEE in business transactions upon or from the Leased Premises, and, at COUNTY's option, maintain personnel on the Leased Premises to observe and/or record such sales during LESSEE's business hours, or from time to time, all at LESSEE's sole cost and expense and, in such event, LESSEE shall promptly reimburse COUNTY for any and all costs incurred by COUNTY in connection therewith; and/or
- 3) Require that LESSEE pay percentage rents based on COUNTY's best good faith estimate of LESSEE's Gross Receipts from business operations conducted on or from the Leased Premises and any such determination made by COUNTY shall be conclusive and binding upon LESSEE.

The above costs payable by LESSEE shall include reimbursement to COUNTY of COUNTY provided services at such rates as COUNTY may from time to time, in good faith, establish for such services. In the case of services provided by COUNTY's employees, such rates shall be sufficient to reimburse COUNTY for employee salaries, including employee taxes and benefits and COUNTY's overhead or, at COUNTY's option, may be the rate for such services that would be charged by a qualified third-party or parties, approved by COUNTY, if engaged by COUNTY to perform such services.

H. Review Period. COUNTY or its designee may conduct such audits or inspections throughout the term of this Lease and for a period of three (3) years after final payment or longer if permitted by law.



## JOHN WAYNE AIRPORT FBO LEASE

---

- I. Methodology. COUNTY or designee may, without limitation by LESSEE, conduct verifications including, but not limited to, inspection of LESSEE's Records, observation of LESSEE's employees in or about the Leased Premises, and verification of information and amounts through interview and/or written communications with LESSEE's employees or sub-contractors.
- J. Record Retention. All of LESSEE's Records shall be retained by LESSEE for a period of the balance of the fiscal year in which the Record was created, recorded, or otherwise prepared, plus five (5) years regardless of when this Lease expires or is terminated.
- K. The Airport is developing a tenant portal/revenue system for daily automated reporting of operations, revenues and data exchange. Airport shall have the right to implement such system that can provide daily reports to Airport. If Airport exercises such right, LESSEE must, at its cost, purchase and install the necessary equipment, train its employees, and thereafter use, such equipment to take part in such system. Until such time as the system is implemented, LESSEE shall comply with the following:
- K.
- 1) Sales Recording System. LESSEE shall prepare a description of its cash handling and sales recording systems and equipment which shall be submitted to Airport Director, or designee for approval no later than thirty (30) days after Commencement Date. Following approval by Airport Director, or designee, such systems and equipment shall be utilized by LESSEE. LESSEE shall accurately record each transaction on a system that can generate daily electronic reporting. LESSEE shall report on a daily basis and in an electronic format all business activities. Such system shall be sufficient to supply an accurate record of all sales.
  - 2) Electronic Reporting Requirements. LESSEE shall install in the Leased Premises an electronic reporting system which shall meet current industry standards for transmitting, capturing and recording transactions, and data in a secure fashion while protecting Card Holder Data, and shall register every transaction made in, on, about or from the Premises, including every type of Gross Revenue daily automated reporting. Said system shall be accessible to and subject to inspection or audit by Director or designee upon request. All cash receipts must include LESSEE's identification thereon. Customer must be issued a receipt or sales slip for each transaction, which transaction must be recorded either on or serially numbered sales slip or digital record produced. COUNTY should have the right during business hours to examine the totals of the electronic reporting system used in the Leased Premises and to inspect for compliance with this section. LESSEE shall ensure a capability for the installation of Airport and Airport partner applications that can be integrated with LESSEE's system to exchange data. Any sales captured from third-party applications, LESSEE branded applications, cell phone applications must be provided to the COUNTY as part of the monthly sales reporting.





## JOHN WAYNE AIRPORT FBO LEASE

---

### SECTION 5.08 MAINTENANCE AND OPERATION OF LEASED PREMISES

At LESSEE's sole cost and expense, LESSEE shall keep and maintain the Leased Premises in good working order, and in a safe, clean, wholesome, sanitary condition in compliance with all applicable laws, rule, regulations, and ordinances, and as provided in LESSEE's maintenance plan attached hereto as Exhibit H. At LESSEE's sole cost and expense, LESSEE shall be responsible to make all necessary replacements and/or repairs required to maintain the Leased Premises and improvements in good condition and working order. In addition to the building facilities, drainage facilities (storm and sanitary sewer), above and below ground utilities, lighting, and security (i.e. gates, fencing, etc.), this includes routine maintenance, replacements, and/or repairs of all pavements (including subgrade) and below-ground improvements including underground storage tanks, wash racks, and/or clarifiers that may be on the Leased Premises. All repairs and/or replacements shall be of a quality equal to or exceeding the original. All repairs, replacements, and improvements made by the LESSEE to the Leased Premises shall be submitted to JWA for review and approval prior to construction, require JWA inspection upon completion of construction, and shall be in compliance with all current federal, State, and local ordinances and building codes, fire codes, zoning, safety, all Airport Regulations, and with the requirements of Title III of The Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101, et seq., and the regulations issued pursuant thereto (Codes). The Codes encompass all fire, life, and safety aspects and apply to the construction, alteration, moving, demolition, repair, replacement, and use of the Leased Premises. LESSEE is prohibited from engaging in any activity which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment of the leased premises. All devices or safeguards which are required by the Codes shall be maintained in conformance with the edition of the Codes under which it was installed.

LESSEE shall engage the services of an independent and qualified State of California licensed and registered professional engineer who shall conduct an annual pavement inspection of all paved areas used by aircraft within the Leased Premised in compliance with FAA Advisory Circular 150/5380-6 Guidelines and Procedures for Maintenance of Airport Pavements ("FAA AC 150/5380-6"), as amended from time to time, and ASTM D 5340 Standard Test Method for Airport Pavement Condition Index Surveys ("ASTM D 5340") as amended from time to time. A detailed report signed, stamped, and sealed by the professional engineer shall be submitted to the COUNTY on each anniversary of the Commencement Date. The report shall meet Airport Director's requirements, including, as applicable, complete plans, specifications, and schedules for repair or replacement of any found defects or deficiencies in accordance with FAA AC 150/5380-6 and ASTM D 5340.

LESSEE shall immediately notify Airport Director and the Airport Operations Center at 949-252-5000 of any fire, emergency, accident, release, discharge, and/or reportable spill of fuel, lubricants, solvents and/or Hazardous Materials. Reportable spills or releases are those that require notification to a government entity by any fire code or Environmental Law as defined in this Lease. In addition to reimbursing County the costs of all services provided by third parties to mitigate such spills, LESSEE shall pay to County administrative costs in the amount of one thousand dollars (\$1,000) per incident.



## JOHN WAYNE AIRPORT FBO LEASE

---

LESSEE shall further notify the Airport's Environmental Services Manager within 24 hours of any release, discharge, leak or spill of any fuel, lubricants, solvents and/or Hazardous Materials that LESSEE knows or reasonably should have known about within the Leased Premises. Within 30 days following remedial and/or removal action of any release, discharge, leak or spill of any fuel, lubricants, solvents and/or Hazardous Materials, Tenant shall provide Airport with a certificate that all such contamination has been eliminated as required by federal, state, or local law or regulations.

LESSEE shall report to Airport Director any accidents or incidents for which LESSEE is wholly or partially responsible, which occur on the Leased Premises and are reportable to the FAA or other governmental or regulatory agencies. LESSEE shall pay to COUNTY administrative costs in the amount of one thousand dollars (\$1,000) per such reportable accident or incident.

LESSEE further agrees to provide approved containers for trash, garbage, recyclables, and regulated waste and to keep the Leased Premises free and clear of rubbish, litter, and hazardous waste. The Airport Director shall have the right to enter upon and inspect the LESSEE's Leased Premises and other Airport facilities at any time for cleanliness, safety and maintenance inspections. LESSEE shall designate in writing to Airport Director an on-site representative who shall be responsible for the day-to-day operation and level of maintenance, cleanliness and general order.

If LESSEE fails to maintain or make repairs or replacements as required herein, Airport Director shall notify or attempt to notify the LESSEE in writing of said failure. Should LESSEE fail to correct the failure within fifteen (15) days or as otherwise specified in the notice, Airport Director shall have the right, but not the obligation, to enter the Leased Premises to make the necessary correction, repair, and/or replacement, or cause it to be made and the cost thereof, including but not limited to the cost of labor, materials and equipment shall be charged to LESSEE as Additional Rent. Thereafter, an administrative fee equal to fifteen percent (15%) of the sum of such items also shall be paid by LESSEE within ten (10) days of receipt of a statement of said cost from Airport Director as Additional Rent. Airport Director may, at Director's option, choose other remedies available herein, including termination, or as provided by law.

LESSEE expressly waives any and all claims against the COUNTY for compensation for any and all loss or damage to LESSEE's property sustained by reason of any defect, deficiency or impairment of any water supply system, drainage or sewer system, gas supply system, telephone system, internet, electrical supply system or electrical apparatus, cable or wires serving the Leased Premises, except to the extent caused by the COUNTY's negligence or willful misconduct.

### **SECTION 5.09      PAYMENT OF AND RESPONSIBILITY FOR UTILITIES**

LESSEE shall be responsible for and pay, prior to the delinquency date, all charges for utility connections and services supplied to the Leased Premises. COUNTY shall not be liable in damages or otherwise for any failure or interruption of any utility service, and no such failure or interruption shall entitle LESSEE to terminate this lease or abate the rent due hereunder.



## JOHN WAYNE AIRPORT FBO LEASE

---

### **SECTION 5.10 REPORTING OF BASED AIRCRAFT**

LESSEE shall submit to COUNTY with its monthly payment of rents a listing of all Based Aircraft parked on the Leased Premises. For purposes of this Section, “Based Aircraft” shall mean an aircraft that is operational and airworthy, and which is based at the Airport for a majority of the year. Therefore, LESSEE must track the daily activity of aircraft parked on the Leased Premises and determine, on a rolling basis, which aircraft have been parked on the Leased Premises for at least 183 days out of the prior 365 days. The monthly listing shall be provided to the Airport using a JWA-approved Microsoft Excel template.

### **ARTICLE VI - ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION**

#### **SECTION 6.01 LIABILITY FOR EXISTING ENVIRONMENTAL CONDITIONS**

Notwithstanding the liability of prior tenants of the Leased Premises, LESSEE understands and agrees that it may be found legally responsible and/or financially liable for existing environmental conditions on, under, and/or emanate from the Leased Premises upon entering into this Lease, including, but not limited to, associated costs and expenses related to Hazardous Materials, fuel storage tanks including underground storage tanks, and compliance with all Environmental Laws.

#### **SECTION 6.02 HAZARDOUS MATERIALS AND ENVIRONMENTAL COMPLIANCE**

LESSEE shall comply with all Environmental Laws, including laws regulating Hazardous Materials, and shall not engage in any activity on or about the Airport that violates any Environmental Law. In conducting its operations and maintenance on the Airport under this Lease, LESSEE shall comply with such regulations regarding the storage, distribution, processing, handling, release, removal, and/or disposal, including the storm water discharge requirements, of Hazardous Materials including, but not limited to, gasoline, aviation fuel, jet fuel, diesel fuel, lubricants, and/or solvents, whether the obligation for such compliance is placed on the owner of the land, owner of the improvements or user of the improvements. Violation by LESSEE or any of its agents, assigns, successors, sublessees, subcontractors, or employees of any Environmental Law are grounds for termination of this Lease in accordance with Article IX of this Lease, and for termination of all operations by LESSEE at or on the Airport.

Notwithstanding the liability of prior tenants of the Leased Premises, LESSEE shall at its sole cost and expense investigate, evaluate, assess, remove, and/or remediate any and all Hazardous Materials that may be required or ordered by any governmental agency or Environmental Law. In conducting a clean-up of a Hazardous Material release under this Lease, LESSEE shall comply with all applicable Environmental Laws. LESSEE shall not use the COUNTY hazardous waste generator ID for waste disposal.



## JOHN WAYNE AIRPORT FBO LEASE

### SECTION 6.03      STORM WATER CONTROL AND CONTAMINATION

Storm Water Laws and Regulations. Federal regulations for storm water discharges were issued by the U.S. Environmental Protection Agency (U.S. EPA) (40 CFR Parts 122, 123, and 124). The U.S. EPA, through the NPDES permitting program, regulates discharges of potentially contaminated wastewater and storm water into waters of the United States. California has been delegated NPDES general permitting authority by the U.S. EPA. California's State Water Board has issued NPDES permits to regulate municipal, industrial, and construction storm water discharges under the NPDES permitting program.

Section 402(p) of the Clean Water Act (CWA) requires NPDES permits for storm water discharges from municipal separate storm sewer systems (MS4s). The County of Orange is the principal permittee for Orange County's MS4 Permit Order No. R8-2009-0030 (or currently effective permit) No. CAS 618030 (MS4 Permit). As a facility owned and operated by the County of Orange, the Airport implements requirements in the MS4 permit and is responsible for discharges into the system. One of the MS4 Permit requirements is to establish the legal authority to control discharges. The County's Water Quality Ordinance (OCCO Title 4, Division 13, Sections 4-13-10 et. seq.) regulates non-storm water discharges into the MS4 to reduce the discharge of pollutants into the waters of the State. The CWA and the resulting MS4 permit require the County to take steps to reduce pollutants leaving its systems to the maximum extent practicable. The MS4 permit requires the County to develop and implement a Local Implementation Plan (LIP) describing the programs and procedures required by the MS4 permit.

COUNTY will provide the required annual training for LESSEE as part of the MS4 LIP training program requirements. LESSEE shall have all personnel who may affect discharges to the storm system or who work within the airside portion of John Wayne Airport attend annual training or LESSEE shall provide annual training to personnel using JWA-approved training materials.

LESSEE shall not have prohibited discharge to the MS4 system or on-site storm drains. Some non-storm water discharges (i.e., fire sprinkler tests) require additional permits with the Regional Water Quality Control Board (RWQCB). LESSEE is responsible for obtaining and implementing monitoring requirements associated with any non-storm water discharge permits. LESSEE shall notify COUNTY prior to any non-storm water discharge.

In the furtherance of these regulations and Section 402 of the Clean Water Act (CWA), the State of California has adopted a General Permit for discharges of Storm Water associated with industrial activities: "State Water Resources Control Board (State Water Board) Water Quality Order No. 2014-0057-DWQ, NPDES General Permit No. CAS 000001 (Industrial General Permit or IGP)." JWA has applied for and received coverage to discharge storm water and authorized non-storm water discharges pursuant to the general permit for industrial activities and are subject to the permit's requirements, conditions, and penalties. The permit requires the development and implementation of an effective Industrial Storm Water Pollution Prevention Plan (SWPPP) and Monitoring Implementation Plan (MIP). This plan is developed by COUNTY and covers LESSEE. The airside portion of JWA where industrial activities take place is covered by the IGP.



## JOHN WAYNE AIRPORT FBO LEASE

---

Industrial activities include maintenance, fueling, equipment cleaning, storage areas, and material handling activities.

LESSEE shall comply with applicable storm water discharge requirements for industrial facilities, including numeric effluent limits (NELs) and numeric action levels (NALs), as may be promulgated, updated, or amended from time to time. The current IGP includes NELs for copper, zinc, and lead. LESSEE shall, to the extent possible:

- A. Separate industrial storm water flows off their leasehold from the airfield non-industrial flows. The LESSEE drainage system must consolidate storm water flows and allow for monitoring of storm water quality by JWA at the LESSEE discharge location(s) to the JWA storm water drainage system.
- B. Install and implement appropriate BMPs to meet the COUNTY's WQMP requirements and to meet pollutant discharge limits identified in the IGP at their discharge point(s) to the JWA storm drain system. LESSEE shall consider space planning, policies, and practices to reduce storm water flow from industrial activities that would require management and treatment to meet NALs and NELs under the IGP.
- C. COUNTY will coordinate design and construction of the Airport's responsible portion of the industrial storm water system with LESSEE's phasing plan.

COUNTY will provide the required annual training for LESSEE personnel that work on the airfield as part of the airport-wide IGP SWPPP requirements. LESSEE shall have all personnel working within the airside portion of JWA to attend annual training or LESSEE shall provide annual training to personnel using JWA-approved training materials. LESSEE shall implement BMPs in accordance with the COUNTY's IGP SWPPP.

LESSEE shall submit a Water Quality Management Plan (WQMP) for approval for significant redevelopment projects, defined as the addition or replacement of 5,000 or more square feet of impervious surface on an already developed site to address post-construction urban runoff and storm water pollution.

When LESSEE engages in a constructed project with an approved WQMP, LESSEE shall implement post-construction BMPs, including operation and maintenance (O&M) requirements, described in the WQMP. LESSEE shall notify the COUNTY at least five (5) days prior to any O&M conducted for post-construction BMPs. LESSEE shall provide the O&M records to the COUNTY within 30 days of completing the maintenance.

LESSEE activities may require additional separate permits, which LESSEE may be responsible for, and which will be clarified with COUNTY at the time of planning and design. LESSEE shall contact COUNTY prior to new construction activities, operational changes, and/or prior to any activity that may result in a non-storm water discharge. LESSEE will comply with all applicable NPDES storm water permit requirements for LESSEE activities.





## JOHN WAYNE AIRPORT FBO LEASE

---

LESSEE shall not allow or cause the entry of any materials, waste or hazardous materials under its control into the Airport Storm Water Drainage System unless authorized by Environmental Law and the Airport's Storm Water Discharge Permit. LESSEE shall not allow or cause the entry of any Unauthorized Non-Storm Water Discharge that is under its control into the Storm Water Drainage System of the Airport or into the Storm Water Drainage System of any of its surrounding communities, unless such substances are first properly treated by equipment installed with the approval of COUNTY for that purpose, and LESSEE complies with recommendations made by the California and/or U.S. Environmental Protection Agency and the Airport's Storm Water Discharge Permit requirements. LESSEE shall bear all costs and any other expenses related to unauthorized non-storm water discharges.

LESSEE shall assure the protection of storm water from aircraft maintenance and washing activities, including GA self-service activities, through implementation of policies or Best Management Practices. Wet washing of aircraft is only allowed in designated wash rack areas. Only dry wash methods are allowed for cleaning aircraft outside of the designated wash rack areas. Aircraft maintenance can only occur in designated areas; these areas must be protective of storm water through covering or other means.

### **Spill Control and Hazardous Materials**

Within 60 days following the Commencement Date of this Lease, LESSEE shall furnish COUNTY with an updated Spill Prevention, Control, and Countermeasures (SPCC) Plan and Hazardous Material Disclosure/Business Emergency Plan for activities that will be performed at the Airport for JWA's review and approval. LESSEE shall register on the Orange County Health Care Agency/Certified Unified Program Agency (OCHCA/CUPA) E-Submit Business Portal, upload the updated Plans, and show proof of submittal to the COUNTY within 90 days of the Commencement Date. Any modifications to SPCC Plans and/or Hazardous Material Disclosure/Business Emergency Plans shall be submitted as soon as practicable following the change, but no later than 30 days from the correction.

The SPCC Plan shall meet the applicable requirements of 40 CFR Part 112. LESSEE will take necessary steps to prevent spills and, if a spill does occur, will minimize the impacts to human health and the environment. LESSEE shall commit the necessary resources to maintain spill prevention systems, provide appropriate security, respond to spills, inspect storage areas, test storage equipment, make required notifications, maintain records, and provide training for personnel. LESSEE shall meet the General Secondary Containment Requirements for refueling vehicles, §112.7(c), without relying on the Oil Water Separators installed at JWA.

The Hazardous Material Disclosure/Business Emergency Plan shall be updated if there is a substantial change in quantities, storage locations, or material types. LESSEE shall include details on the emergency contacts, training, mitigation, abatement, and evacuation procedures that will be followed in an emergency. Maps and chemical inventories shall be accurate and kept up-to-date.





## JOHN WAYNE AIRPORT FBO LEASE

---

### **SECTION 6.04      GENERAL HEALTH AND SAFETY CONDITIONS**

Precaution shall be exercised at all times by LESSEE for the health, safety, and welfare of persons, including employees and property. The safety provisions of applicable laws and building and construction codes shall be observed. Work, materials, and equipment used shall comply with the Occupational Safety & Health Administration (OSHA) requirements including but not limited to OSHA Hazard Communication Standard 29 CFR 1910.1200, and federal and State safety orders.

LESSEE shall comply with all material usage limitation, permit record keeping, and reporting requirements imposed by federal, State, and local laws and regulations. LESSEE shall properly post Manufacturer's Safety Data Sheets as required by law and shall use and dispose of all materials in conformance with all applicable codes, rules, regulations, and manufacturer's recommendations.

LESSEE shall submit to the Airport's Environmental Resources Manager, annually on December 31, a report on compliance with and the status of all required permits including, but not limited to, Fire, OSHA, Air Quality Management, and Health Care Agency. The report must summarize all spills, leaks or permit violations for the previous year. The annual report must also contain copies of all reports and annual testing reports (such as fuel tank tightness testing) sent to any regulatory agency and documentation of required maintenance and inspection of fire and safety fixtures and equipment and an updated inventory of all Hazardous Materials used or stored on site.

LESSEE shall provide all notices required pursuant to the Environmental Laws. LESSEE shall provide prompt written notice to COUNTY within five (5) days of receipt of any written notices of violation of any Environmental Law received by LESSEE.

The annual report and all written notices must be submitted to COUNTY by the due date. Liquidated damages of five hundred dollars (\$500) will be assessed against LESSEE for each day the annual report or written notice of violation is late.

### **SECTION 6.05      ENVIRONMENTAL INDEMNIFICATION**

To the fullest extent authorized by law, the LESSEE shall indemnify, defend, and hold the COUNTY, its officers, directors, agents, and employees and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing body harmless for compliance with all Environmental Laws, from and against any and all Environmental Law claims, judgments, damages, penalties, actions, fines, costs, liabilities, losses, orders, expenses, and lawsuits (including fees and costs for attorneys, experts, and expert consultants) arising from the Leased Premises, and/or out of or related to any actions or omissions of LESSEE, the LESSEE's operations at the Airport or any action arising from and which involve the LESSEE's officers, agents, successors, assigns, sublessees, subcontractors, and employees (whether or not they are negligent, intentional, willful or unlawful), including defense expenses arising therefrom, including, but not limited to, the following:



## JOHN WAYNE AIRPORT FBO LEASE

---

- (1) The historical environmental conditions at, on, under, and/or emanating from the Leased Premises that LESSEE may be required to pay.
- (2) The LESSEE's placement, disposal, allowing, or releasing of Hazardous Materials upon or within the Airport including any such claims, demands, liabilities, cost, expenses, and/or obligations related to LESSEE's release or threatened release of Hazardous Materials on, at, and/or under the Airport.
- (3) The LESSEE's release or threatened release of Hazardous Materials at, on, under, and/or emanating from the Airport.
- (4) The LESSEE's noncompliance with any Environmental Law, except that LESSEE's obligations under this paragraph shall not extend to remediation conditions that arise from operations of third parties that are not affiliated with LESSEE that take place off of the Airport. A party shall be deemed to be affiliated with LESSEE if it is an employee, officer, director, agent, sublessee, assignee, contractor or subcontractor of LESSEE or if it is controlled by or under common control with LESSEE.
- (5) The LESSEE's causing or allowing any prohibited discharge into the Airport Drainage System.

This indemnification includes, without limitation, reasonable fees, costs, and expenses for attorneys, experts, expert consultants, and all other costs incurred by COUNTY in connection with any investigation, evaluation, assessment, and/or monitoring of the environmental conditions at the Leased Premises or any cleanup, remedial, removal, and/or restoration work required by any federal, State, or local governmental or regulatory entity because of any Hazardous Materials being present in the soil, surface water, or groundwater at, on, under, or about the Airport. However, LESSEE's indemnity obligation shall not apply in the event of any claims for any loss, damage, or expense arising from the sole negligence or willful misconduct of COUNTY or its officers, employees, agents, or contractors.

In the event the indemnitees as described herein are parties in any proceeding (legal, administrative, or otherwise), the LESSEE shall, at the request of the COUNTY, defend the indemnitees with qualified counsel approved in writing by COUNTY, unless the COUNTY, in its sole and absolute discretion, undertakes legal representation, in which event the LESSEE shall reimburse the COUNTY for the expenses incurred by it in defending such proceeding, including reasonable attorneys' fees, expert and/or consultant fees, and investigative and court costs.

In the event that any monetary sum is awarded against the COUNTY and the LESSEE because of the concurrent negligence of the COUNTY and the LESSEE or their respective officers, directors, successors, assigns, subcontractors, sublessees, or employees, an apportionment of liability to pay such award shall be made by a court of competent jurisdiction. Both the COUNTY and the LESSEE agree that neither party shall request a jury apportionment. Nothing stated in this Lease



## JOHN WAYNE AIRPORT FBO LEASE

---

and in this indemnity obligation shall be construed as authorizing any award of attorney's fees in any action to enforce the terms of this Lease.

The rights and obligations set forth in this indemnification shall survive the termination and expiration of this Lease.

### **SECTION 6.06      CONFLICT WITH ENVIRONMENTAL LAW PROVISIONS**

In the event that any of the terms of the environmental requirements codified in this Article conflict with any other terms of this Lease, the environmental requirements contained in Article VI shall apply.

### **SECTION 6.07      EXISTING ENVIRONMENTAL CONDITIONS AND HISTORICAL ASSESSMENTS**

COUNTY and others have conducted environmental assessments on portions of the Leased Premises which provide a historical assessment of the environmental condition on portions of the Leased Premises regarding Hazardous Materials (the "Historical Conditions"). A list of references is provided in Exhibit D.

LESSEE hereby expressly acknowledges that it has reviewed the Historical Conditions and agrees that it shall be responsible for remediation of any and all Hazardous Materials at, on, and/or under the Leased Premises including and in excess of the Historical Conditions. Without releasing any other party that may be legally responsible and/or financially liable for the environmental conditions that exist upon execution of this Lease, LESSEE agrees to be legally responsible and/or financially liable for the environmental conditions related to Hazardous Materials and underground storage. LESSEE further agrees that it shall also be responsible for any release, threatened release, and/or disposal of Hazardous Materials which occur on or off the Leased Premises as a result of LESSEE's acts or omissions or by those who are affiliated with LESSEE. A party shall be deemed to be affiliated with LESSEE if it is an employee, officer, director, agent, assign, sublessee, contractor or subcontractor of LESSEE or if it is controlled by or under common control with LESSEE. LESSEE shall not be responsible to remediate conditions that arise from operations of third parties that are not affiliated with LESSEE that take place off of the Airport.

LESSEE agrees to provide COUNTY and COUNTY's consultants with complete access to the Leased Premises for the purpose of investigation and remediation of contamination. LESSEE agrees to preserve all existing and future remediation infrastructure including, without limitation, any groundwater monitoring wells, groundwater extraction wells, and related piping.

### **SECTION 6.08      ANTI-IDLING POLICY**

Within six months of LEASE execution, LESSEE must develop, implement and submit to the Airport Director for approval a fleet-wide anti-idling policy. At a minimum, the anti-idling policy shall include the requirement that vehicle engines shall be turned off when vehicles are not



## JOHN WAYNE AIRPORT FBO LEASE

---

occupied, and that occupied vehicles be turned off after no more than a five-minute idling period. LESSEE's policy shall also include airfield GSE, ground transportation vehicles, and all sublessee and third-party vehicles that enter Airport property at the direction of the LESSEE.

### **SECTION 6.09 ENVIRONMENTAL STEWARDSHIP**

Environmental stewardship is one of the key pillars in JWA's mission to be a good neighbor. JWA is committed to upholding best practices in environmental responsibility and has been an industry leader in implementing policies that provide both sustainability and cost-effectiveness. JWA has adopted a variety of environmental policies and practices.

LESSEE shall support JWA's Environmental Stewardship program by complying with JWA's Tenant Design Guidelines and shall make reasonable efforts to participate in, help facilitate, and cooperate with JWA's sustainability efforts.

The LESSEE shall support the COUNTY's Environmental Stewardship program through participation in various efforts or implementation of plans, as amended from time to time, and the following requirements. Full implementation of this program shall be applicable to all GSE effective on January 1, 2023, and will apply to all facilities and capital improvements as they are constructed.

- 1) Climate Action Plan
- 2) Waste and Recycling Plan
- 3) SWPPP
- 4) Air Quality Improvement Plan and Memorandum of Understanding with the South Coast Air Quality Management District
- 5) Ground Support Equipment ("GSE")
  - a. LESSEE shall employ Zero Emission Vehicle ("ZEV") GSE where available (e.g. tugs, water carts, lavatory carts, other ramp service equipment/vehicles) for 90 percent or greater of the GSE operating hours.
  - b. Where ZEVs are not available, vehicles shall meet Ultra Low Emission Vehicle ("ULEV") requirements.
  - c. Where ULEVs are not available, and only diesel fuel engine trucks are available, the diesel-fueled truck shall comply with the On-Road Heavy-Duty Diesel Vehicles (In-Use) Regulation.
  - d. LESSEE shall maintain monthly records regarding GSE type, make, model, year, fuel type, horsepower (if non-electric), and hours in-use. Monthly records are subject to audit and verification by JWA. These records shall be provided to JWA annually in December.
- 6) Conservation



## JOHN WAYNE AIRPORT FBO LEASE

- a. LESSEE shall use ENERGY STAR and EPA Water Sense appliances.
  - b. LESSEE shall use ENERGY STAR Portfolio Manager to track use of electricity, natural gas, and water and waste quantities. LESSEE shall share this data with COUNTY Airport Environmental Resources Manager quarterly and annually.
  - c. LESSEE shall adopt a Waste and Recycling Plan meeting CALGreen Tier 1 requirements, or better, and acceptable to LESSOR. LESSEE shall provide waste diversion data quarterly and annually to COUNTY Airport Environmental Resources Manager.
  - d. LESSEE shall install Electric Vehicle chargers in public and employee parking areas, provide preferential parking for vehicles powered by low emission sources, and provide secure bicycle racks.
  - e. LESSEE shall practice water conservation through design, construction, and ongoing maintenance activities.
  - f. LESSEE shall include over 50% of solar-ready roof-top on new construction; COUNTY maintains the option to lease any solar-ready areas not covered by owner's solar arrays and to install renewable energy equipment.
  - g. LESSEE shall implement the following conservation measures:
    - i. Use high-efficiency light fixtures and bulbs (including compact fluorescents) when replacing or installing new fixtures and bulbs
    - ii. Install sensors in office areas to turn off when unoccupied
    - iii. Install energy-efficient heating and cooling equipment when replacing or upgrading
    - iv. Purchase and use energy-efficient computers and servers
    - v. Select equipment with variable speed motors and fan drives, when possible
- 7) Environmental Policies
- a. LESSEE shall adopt the COUNTY's Environmentally Preferable Purchasing Policy (2008) or develop a similar policy that addresses the LESSEE's procurement of goods and services. Policy shall be submitted to the COUNTY Airport Environmental Resources Manager.
  - b. LESSEE shall develop an Environmental Sustainability Policy that covers water and power conservation, waste diversion, and pollution prevention. Policy shall be submitted to the COUNTY Airport Environmental Resources Manager.
  - c. LESSEE shall provide reports necessary for environmental compliance, regulatory requirements, and airport mitigation measure obligations upon request from COUNTY, including but not limited to GSE data, fuel delivery and usage, spills, and business emergency plans.



## JOHN WAYNE AIRPORT FBO LEASE

---

### ARTICLE VII - CONSTRUCTION AND IMPROVEMENTS

#### SECTION 7.01 IMPROVEMENTS BY LESSEE

LESSEE shall cause to be designed and constructed, at no cost to COUNTY, those initial improvements shown on the conceptual plans attached hereto as Exhibit F. The development and phasing of said construction shall proceed as described in Exhibit G, and may be subject to reasonable modification or amendment by the Airport Director in consultation with LESSEE. All costs related to the initial redevelopment of the Leased Premises are collectively referred to as LESSEE's "Initial Capital Investment." The minimum cost of LESSEE's Initial Capital Investment shall be \$17,818,991.00, and excludes the cost of any and all refurbishments or improvements made pursuant to Section 7.11. In the event the minimum cost of the Initial Capital Investment exceeds the actual Costs of Improvements of all LESSEE improvements itemized in accordance with Section 7.06 of this Lease, LESSEE's savings resulting from lower actual Costs of Improvements will be shared equally between LESSEE and COUNTY, and LESSEE shall pay to COUNTY one half (50%) of the difference between the minimum cost of Initial Capital Investment and the actual Costs of Improvements within 30 days of LESSEE's submittal of itemized costs required by Section 7.06.

The term "Cost of Improvements" shall mean direct construction costs, including actual, direct fees or costs paid to contractors, architects, engineers, surveyors, laborers and suppliers, premiums for bonds required by COUNTY, and permit fees required by governmental agencies, but shall exclude indirect costs, such as costs of financing, holding costs, legal fees, interest, developer fees, and administrative and overhead expenses.

LESSEE shall not perform any construction upon the Leased Premises nor shall LESSEE modify, alter or remove any permanent improvements lying within the Leased Premises without prior written approval of COUNTY.

- A. COUNTY and Federal Approvals Required. No structures, improvements, or facilities shall be constructed, erected, altered, removed or made within the Leased Premises without prior written consent of COUNTY, which consent may be withheld or conditioned in COUNTY's sole and absolute discretion.

FAA approval of JWA's Airport Layout Plan ("ALP") is required prior to any FBO construction activities. The ALP shows the boundaries and proposed additions to all areas of the Airport, the location and nature of existing and proposed Airport facilities and structures, and the location on the Airport of existing and proposed non-aviation areas and improvements thereon, and shall incorporate LESSEE's development plans, which must be submitted to the FAA for review. LESSEE shall provide CADD/GIS files of the LESSEE's development plans to JWA. Airport-approved development plans will not be released for permitting until the ALP is approved.





## JOHN WAYNE AIRPORT FBO LEASE

National Environmental Policy Act (“NEPA”) approval by the FAA is required prior to any FBO construction activities. As the Airport Sponsor, JWA will prepare all required NEPA documentation for submission to the FAA. LESSEE shall provide CADD/GIS files of the LESSEE’s development plans to JWA. Upon receipt of NEPA approval, JWA will invoice LESSEE for JWA’s actual costs associated with NEPA review and approval of LESSEE’s project, and LESSEE shall reimburse such costs within thirty (30) days of such invoice. If a facility for the screening of international general aviation arrivals is part of LESSEE’s project, then such facility may also require additional NEPA approval by U.S. Customs and Border Protection, Department of Homeland Security. Airport-approved development plans will not be released for permitting until the ALP is approved and NEPA approval has been received.

- B. Compliance with Plans, Schedule, Design and Construction Standards. LESSEE shall construct (or cause to be constructed) all improvements within the Leased Premises in strict compliance with detailed plans and specifications complying with the Airport’s Tenant Design Guidelines, including all other available John Wayne Airport Design and Construction Standards, and approved in writing by Airport Director. LESSEE shall submit to JWA for review plans and specifications at the 50% complete, 90% complete, and 100% complete milestones, which are prepared by a State of California licensed and registered Architect and Engineer (A/E) firm with qualifying experience for the intended improvements at an airport setting. Submittals shall include all required reports, basis of designs, studies, exhibits, and calculations. Upon completion of JWA’s review of the plans and specifications, and when approved in writing by the Airport Director, the LESSEE shall submit the construction documents to the County of Orange Public Works Department and any other required agencies for approval and permitting. If required, LESSEE shall submit the construction documents to the City of Costa Mesa for permitting.

The plans and specifications shall include detailed phasing and sequencing plans which clearly show the extent of work within each phase of demolition and construction, the area of each phase, and the number and type of aircraft to be located within each completed phase. The plans shall include an operational plan which identifies the number and type of aircraft to be displaced during each phase **and** to where displaced aircraft will be relocated. The plans shall show the capacity of the relocation site(s).

LESSEE shall begin coordination of the fire-life safety designs with the Orange County Fire Authority as early as practicable.

Along with plans and specifications for proposed improvements, LESSEE shall provide to Airport Director a detailed project critical path method (CPM) schedule (in Primavera P6 format) enumerating, at a minimum, all activities affecting the baseline schedule of work from mobilization through substantial completion of construction. The schedule shall include 90-day transitional plan, design and construction documents preparation, reviews and permits, NEPA processes and approvals, bidding and awards, inspections and occupancy certifications, closeout, commissioning, activations and start-up of



## JOHN WAYNE AIRPORT FBO LEASE

---

operations. The schedule shall match the plans and specifications and shall be organized in a manner that clearly shows the phasing and sequencing of each phase of the development, identifying the beginning and completion dates for each phase of the work. In order to facilitate phasing of construction projects among multiple Airport tenants, said schedule shall be subject to Airport Director's approval, and work shall not commence until Airport Director provides a notice to proceed, which notice may be conditioned or delayed at Airport Director's sole discretion without cost or liability to COUNTY. Upon receipt of the Airport Director's notice to proceed with the work, LESSEE must maintain compliance with its baseline schedule. Except as otherwise agreed in writing by Airport Director, liquidated damages in the amount of two thousand dollars (\$2,000) will be assessed for each day beyond the substantial completion date identified in the schedule that the work has not been substantially completed. At a minimum LESSEE shall provide to JWA monthly updates of the schedule, including a summary report of any changes.

All construction shall be conducted in a good and workmanlike manner and shall conform to applicable building codes, rules, regulations and Airport's architectural standards as contained in reference document "John Wayne Airport, Architect and Engineer Guide," including all other available John Wayne Airport Design and Construction Standards, which can be provided by Airport upon request. All work shall be done in conformity with Airport approved plans, valid building and other necessary permits, and shall be acceptable to COUNTY and the appropriate governmental entity inspecting such work. LESSEE shall be responsible for filing Form 7460 for any construction and/or height of construction equipment with the FAA, if required.

All improvements constructed by LESSEE, including the plans and specifications therefor, shall conform in all respects to the applicable statutes, ordinances, building codes, rules and regulations of the COUNTY and such other governmental authority as may have jurisdiction. The Airport Director's approval shall not constitute a representation or warranty as to such conformity, which shall remain LESSEE's responsibility. LESSEE, at its own cost and expense, shall procure all permits necessary for such construction.

As applicable depending on the type of project, all design and construction shall meet CALGreen Tier 1 requirements, or better (at time of permit submittal), include documentation for construction requirements (i.e. waste management, low emissions vehicles, etc.), and meet the most recent applicable Envision Gold certification requirements, or better, at permit submittal. LESSEE shall use the Envision pre-assessment checklist to guide the sustainability efforts early in project planning and strive to achieve a level of Gold; certification shall be required if applicable to the project type.

LESSEE shall participate in the COUNTY's storm water site development plan, if available, or obtain approval from COUNTY for LESSEE's water quality management plan as required by COUNTY for significant redevelopment projects. Architectural coatings applied to pavement surfaces shall be marked using low VOC coatings.



## JOHN WAYNE AIRPORT FBO LEASE

---

- Specifically, with paint that contains less than 50 grams of VOC emissions per liter of paint. If needed, LESSEE shall use heavy-duty, off-road, diesel-powered construction equipment to meet or exceed the USEPA's Tier 4 off-road emissions engine standards during Airport construction to reduce construction-related NOx emissions.
- C. Performance of Work. LESSEE agrees that any improvement being constructed by or under the direction of LESSEE shall be constructed in substantial compliance with COUNTY-approved plans, which requires those improvements to be constructed as if such improvements had been constructed under the direction and supervision, or under the authority, of COUNTY. In satisfaction of the requirements of the COUNTY, LESSEE shall be required to secure the faithful performance of construction and completion of construction of the improvement by appropriate contractor's bonds and shall require its contractor or contractors to pay the prevailing rate of per diem wages for work of a similar character in the locality of the County and not less than the general prevailing rate of per diem wages for holiday and overtime work, as provided by the California Labor Code and California Department of Industrial Relations.
- D. Insurance Requirements. LESSEE shall be required to carry comprehensive public liability insurance during construction. If the construction is done by an independent contractor, insurance shall be procured by the contractor in LESSEE's and COUNTY's name. All insurance shall be in the limits and coverages acceptable to COUNTY's Risk Management Services in its reasonable discretion. LESSEE shall indemnify COUNTY and hold COUNTY harmless for any and all claims, demands, damages, costs or expenses of any nature, including defense costs by reason of construction or alteration by LESSEE.
- E. Noninterference. LESSEE warrants that it or its contractor shall in no way delay, cause delays to or interfere with any Airport operations or other contractors working in the Terminal or on the Airport. LESSEE agrees to hold COUNTY harmless from the cost of any time lost by COUNTY or any damages to COUNTY due to the actions or failure to act of LESSEE or its contractor.
- F. Trailers and Modular Structures. All improvements constructed by LESSEE shall be of a permanent nature. Trailers and modular buildings are prohibited on the Leased Premises. This provision shall not apply to the use of COUNTY approved temporary modulars or trailers during construction. LESSEE shall maintain restroom facilities and provide existing or comparable restrooms to customers, guests, and flight crew personnel throughout the redevelopment of the Leased Premises. Upon completion of construction, all trailers or modulars must be immediately removed from the Leased Premises.
- G. LESSEE's Cost and Expense. All renovation or construction by LESSEE pursuant to this Section shall be at LESSEE's sole cost and expense. LESSEE shall keep the Leased Premises and the improvements constructed thereon free and clear of all liens, except for construction or take-out financing with respect solely to LESSEE's improvements, and shall pay all costs for labor and material arising out of such construction and shall hold



## JOHN WAYNE AIRPORT FBO LEASE

---

COUNTY harmless from any liability in respect thereto. Nothing contained herein shall be understood to foreclose the right of contractors, suppliers or laborers to file preliminary notices with respect to the Leased Premises (and not the COUNTY's underlying fee interest) in connection with construction performed on the Leased Premises and the filing of such preliminary notices shall not constitute a violation of LESSEE's obligations under this Section, and LESSEE shall also hold COUNTY harmless from any liability based on the filing of such notice.

- H. Utilities. LESSEE shall bear sole financial responsibility for all connection fees, design, construction, removal, relocation, and installation of utilities related to the development of its facilities, as well as any costs related to compliance with local governmental or utility provider requirements when utilities are impacted as a result of the development. All impacts to utilities shall be brought to the attention of Airport Director for review and approval. All energy and water utilities to the Leased Premises shall be separately metered. Those utilities not separately metered shall be specified in writing and COUNTY and LESSEE shall reach agreement, either in this Lease or in a separate written agreement, on the proration of utility expenses. Those payments may include, without limitation, restrictions on or special allocation provisions with respect to excess utility usage upon the Leased Premises for exceptional equipment, ventilation or cooling requirements. LESSEE shall use ENERGY STAR Portfolio Manager to track use of electricity, natural gas, and water and waste quantities. LESSEE shall share this data with COUNTY Airport Environmental Resources Manager quarterly and annually.
- I. Damage during Construction. LESSEE shall repair all damage to Airport facilities caused by LESSEE's construction within seven calendar days, unless other arrangements are approved by Airport Director. Damages or conditions which impact safety must be corrected immediately by LESSEE. All Airport roads must be maintained as open and passable by emergency equipment at all times during construction and shall not conflict with normal Airport operation.
- J. Ownership of Improvements. All improvements and facilities, exclusive of trade fixtures, constructed or placed within the Leased Premises by LESSEE must, upon completion, be free and clear of all liens, claims, or liability for labor or material and at COUNTY's option shall become the property of COUNTY at the expiration of this Lease or upon earlier termination hereof. COUNTY retains the right to require LESSEE, at LESSEE's cost, to remove any or all improvements located within the Leased Premises at the expiration or termination hereof.

### SECTION 7.02 CONSTRUCTION AND/OR ALTERATION BY COUNTY

In the event COUNTY should require any portion of the Leased Premises in connection with construction of improvements, future expansion, and/or alterations by the Airport, Airport Director may, upon sixty (60) days' written notice (or immediately should Airport Director determine in Director's sole discretion that an emergency exists) make his/her best effort to substitute alternate



## JOHN WAYNE AIRPORT FBO LEASE

---

space for that portion of the Leased Premises necessary to accommodate the construction. Airport Director will make every reasonable effort to provide replacement space during the construction period that will furnish LESSEE the same utility as the space replaced. In the event alternate space is not available, LESSEE will be reimbursed pursuant to Section 7.03.

### **SECTION 7.03      LESSEE REIMBURSEMENT**

In the event COUNTY should require the Leased Premises, or any portion thereof, for any Airport purpose, COUNTY may terminate this Lease as to all or any portion of the Leased Premises. In that event, if this Lease is terminated in its entirety, COUNTY shall reimburse LESSEE for improvements to the Leased Premises completed during the term of this Lease.

Compensation for improvements located on the Leased Premises shall be calculated by means of the following formula:

$$\text{COMPENSATION} = \frac{B}{C} \times A$$

A = LESSEE's actual Leased Premises improvement construction costs submitted in accordance with the Section in this Lease entitled "RECORD DOCUMENTS, AS-BUILT DOCUMENTS, AND CONSTRUCTION COSTS," plus any amounts paid to COUNTY by LESSEE in accordance with Section 7.01.

B = Number of full months remaining in the Lease term.

C = Number of full months between the date LESSEE completed construction of Leased Premises improvements and the date the Lease would expire by its terms if COUNTY did not exercise its right to early termination.

LESSEE shall submit to COUNTY within sixty (60) days of completion of construction of any Leased Premises improvement, notifications of completion of construction and submit detailed supporting documentation of construction costs together with "as-built"/record documents as required elsewhere in this Lease. LESSEE acknowledges and agrees if LESSEE fails to submit notifications and supporting documentation for any such Leased Premises improvements in a timely manner, LESSEE waives its right to compensation for such improvements.

### **SECTION 7.04      LESSEE'S ASSURANCE OF CONSTRUCTION COMPLETION**

A. Within nine (9) months of the Commencement Date of this Lease, LESSEE shall furnish to COUNTY evidence that assures COUNTY that sufficient monies will be available to LESSEE to complete the first phase of Initial Capital Investment as described in Exhibit G. The amount of money available shall be at least \$7,793,765, the total estimated construction cost of this first phase. Such evidence may take one of the following forms:



## JOHN WAYNE AIRPORT FBO LEASE

---

- a. Completion Bond issued to COUNTY as obligee.
- b. Irrevocable letter of credit issued to COUNTY that will remain in effect until COUNTY acknowledges satisfactory completion of construction or until the assurances required by sub-section B, hereafter, have been provided.
- c. Any combination of the above to equal total estimated cost of construction for the first phase.

In the event that LESSEE complies with sub-section B, below, within nine (9) months of the full execution of this Lease, LESSEE shall not be required to comply with this sub-section A.

- B. Notwithstanding the requirements of Section 7.04(A), above, prior to commencement of demolition of existing facilities and construction of approved facilities, LESSEE shall furnish to COUNTY evidence that assures COUNTY that sufficient monies will be available to LESSEE and COUNTY to complete the proposed construction. The amount of money available shall be at least the total estimated construction cost. Such evidence may take one of the following forms:
  - a. Completion Bond issued to COUNTY as obligee.
  - b. Irrevocable letter of credit issued to COUNTY that will remain in effect until COUNTY acknowledges satisfactory completion of construction.
  - c. Any combination of the above to equal total estimated cost of construction.

The assurances required by sub-section A, above, shall no longer be required once LESSEE complies with this sub-section B.

All bonds and letters of credit pursuant to this Section must be issued by a surety company, financial institution or advising bank qualified and admitted to do business in the State of California and issued in an approved form approved by the COUNTY. All bonds and letters of credit pursuant to this Section shall insure faithful and full observance and performance by LESSEE of all terms, conditions, covenants and agreements relating to the construction of improvements within the Leased Premises.

It is not the intent of the contracting parties herein to create a third-party beneficiary, and nothing in this Section shall be construed to do so.

### **SECTION 7.05      MECHANICS LIENS OR STOP NOTICES**

LESSEE shall at all times indemnify and hold COUNTY harmless from all Mechanics Liens, Stop Notices, claims, losses, demands, damages, cost, expenses or liability costs for labor or materials





## JOHN WAYNE AIRPORT FBO LEASE

---

in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Leased Premises undertaken by LESSEE, and from the cost of defending against such claims, including attorneys' fees and costs.

In the event a mechanics lien or stop notice is imposed upon the Leased Premises, LESSEE shall either:

- A. Record a valid Release of Lien, or
- B. Procure and record a bond in accordance with Section 3143 of the California Civil Code, which frees the Leased Premises from the claim of the lien or stop notice and from any action brought to foreclose the lien.

Should LESSEE fail to accomplish either of the two optional actions above within fifteen (15) days after the filing of such a lien or stop notice, the Lease shall be in default and shall be subject to immediate termination. LESSEE shall indemnify, defend, and hold COUNTY harmless from and against any and all claims, damages, liabilities, costs and expenses (including attorneys' fees and costs) arising out of or related to any mechanic's liens recorded against any portion of the Leased Premises caused by LESSEE, or its agents, employees, contractors, sublessees, successors, and/or assigns, and any and all monetary amounts incurred by COUNTY to obtain a lien release shall be due and payable as Additional Rent. This indemnity shall survive the expiration or earlier termination of this Lease.

### **SECTION 7.06 RECORD DOCUMENTS, AS-BUILT DOCUMENTS, AND CONSTRUCTION COSTS**

Within sixty (60) days following completion of any improvement within the Leased Premises, the LESSEE shall furnish the Airport Director a complete package of "As-Built Documents" and "Record Documents," which include but are not limited to construction documents, specifications, cost estimates, engineering studies and calculations. The aforementioned information shall be submitted on two (2) thumb drives containing digital copies of the "As-Built Documents" and "Record Documents," organized in a detailed, logical, and comprehensible folder structure, which is in a form that is usable and accepted by the COUNTY, to the COUNTY's satisfaction, as described below, unless otherwise allowed by the Airport Director.

#### Drawings and Models:

- All 2-D and 3-D architectural, engineering, design, and/or construction drawing and/or modeling files for the project shall be completed using AutoCAD 2019 and REVIT 2019 or a newer version of either software if approved by John Wayne Airport.
- All geographic data, spatial analysis, geographic information system (GIS) mappings, drawings, exhibits, and/or figures for the project shall be completed using Environmental Systems Research Institute (ESRI) ArcGIS.



## JOHN WAYNE AIRPORT FBO LEASE

---

- All 2-D and 3-D drawing and/or modeling files created via computer aided design and drafting (CADD), building information modeling (BIM), and/or GIS for the project shall conform to the John Wayne Airport CADD/BIM/GIS standards and specifications.
- In addition to the 2-D and 3-D drawing and/or modeling files indicated above, a PDF format (scaled to ARCH E1 format where applicable) of those drawings, exhibits, figures, etc. shall be generated and submitted digitally.

### Documents and Reports:

- All specifications, reports and/or studies (e.g. geotechnical report, etc.), calculations, and other project information (e.g. construction submittals, operations and maintenance (O&M) manuals, warranties, etc.) for the project shall be completed using MS Office suite applications and also generated and submitted digitally in a PDF format.

*Note: "Record Documents," e.g. record drawings, specifications, calculations, etc., shall be prepared, stamped, signed by the Architect and/or Engineer of Record for the project and shall reflect all updates and/or modifications that were approved during design and construction, i.e. separate from the as-built documents, which include contractor redlines, contract changes, etc. Refer to the "John Wayne Airport Construction Standards" for additional information.*

In addition, two (2) sets of hard prints of the stamped and signed record drawings for the project, as described above, must be furnished by the LESSEE with the thumb drives containing the "As-Built Documents" and "Record Documents." Basic specifications, standards, and requirements for BIM, CADD, and/or GIS produced information at the Airport can be located on the [www.ocair.com](http://www.ocair.com) website or provided by the Airport upon request. Additional requirements for digital record files are described in Exhibit E.

Furthermore, within 90 days of the date the LESSEE begins to use such improvements ("Date of Beneficial Occupancy"), the LESSEE shall furnish to the Airport Director an itemized statement of the actual, direct construction Costs of Improvements, as defined in Section 7.01. All such Costs of Improvements related to the initial redevelopment of the Leased Premises are collectively referred to as LESSEE's "Initial Capital Investment." The statement of the Costs of Improvements shall be sworn to and signed by the LESSEE or its responsible agent under penalty of perjury. The LESSEE must obtain the Airport Director's approval of acceptance of the "As-Built Documents" and "Record Documents" and the form and content of the itemized statement for the release of any construction bond.

### **SECTION 7.07      DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS**

In the event of damage to or destruction of LESSEE-owned or constructed buildings, facilities, or improvements located within the Leased Premises or in the event LESSEE-owned or constructed buildings, facilities, or improvements located within the Leased Premises are declared unsafe or unfit for use or occupancy by a public entity with the authority to make and enforce such declaration, LESSEE shall, within thirty (30) days, commence and diligently pursue to completion the repair, replacement, or reconstruction of improvements to the same size and floor area as they



## JOHN WAYNE AIRPORT FBO LEASE

---

existed immediately prior to the event causing the damage or destruction, as necessary to permit full use and occupancy of the Leased Premises for the purposes required by the Lease. Repair, replacement, or reconstruction of improvements within the Leased Premises shall be accomplished in a manner and according to plans approved by Airport Director. Except as otherwise provided herein, termination of this Lease shall not reduce or nullify LESSEE's obligation under this paragraph. With respect to damage or destruction to be repaired by COUNTY or which COUNTY elects to repair, LESSEE waives and releases its rights under California Civil Code Sections 1932(2) and 1933(4).

In the event that (a) such damage or destruction to LESSEE-owned or constructed buildings, facilities or improvements ("improvements") located within the Leased Premises occurs, or (b) said improvements are declared unsafe or unfit for use and occupancy, within one (1) year of the expiration date of this Lease, COUNTY and LESSEE may mutually agree to terminate this Lease, in which case, COUNTY may, at COUNTY's sole option, accept monetary consideration from LESSEE in lieu of LESSEE's reconstruction of improvements located on the Leased Premises, and after such termination, neither party shall have any further obligations under this Lease, except for obligations that expressly survive the termination or expiration of the Lease hereunder.

### **SECTION 7.08      CONSTRUCTION HEALTH AND SAFETY**

LESSEE's contractor for demolition and/or construction ("the Contractor") shall have at the work site copies of or suitable exacts of "Construction Safety Orders" and "General Industry Safety Orders" issued by the California State Division of Industrial Safety. The Contractor shall comply with the provisions of these and all other applicable laws, ordinances, and regulations.

Contractor's Safety Plan. The Contractor shall submit for approval, prior to beginning construction, a comprehensive Safety Plan ("the Safety Plan") outlining code of safe work practices and procedures as listed in Appendix C: Code of Safe Practices in the Guide to Developing Your Workplace Injury and Illness Prevention Program, CCR Title 8, Section 1509, Industrial and Illness Prevention Program, Subchapter 4, Construction Safety Orders, Article 3, General, for all construction activities including, but not limited to, trenching and shoring, fall protection, confined space entry, hazardous materials, night work, and lockout/block-out. The plan shall provide a list of competent persons for activities for which competent persons are defined and are required by state law. The plan shall also describe Airport security procedures.

The Safety Plan(s) must be site-specific and job task(s) specific. They must identify job/site-specific workplace hazards as part of an Injury and Illness Prevention Program. The plan(s) must outline the site-specific Code of Safe Work Practices and Procedures for all equipment used or work activities performed at the Airport, and for all materials and "HAZARDOUS MATERIALS" used or stored onsite. The plan(s) must include the JWA worksite specific emergency contact lists, and emergency response and personnel training procedures.

The Safety Plan shall contain directions to the closest hospital and provide a map showing the Airport and the location of hospitals. Information regarding spill response and hazardous materials



## JOHN WAYNE AIRPORT FBO LEASE

---

is to be included. The plan shall be reviewed and signed by all personnel entering Airport property. The plan shall identify the projects included in the Safety Plan, describe operational safety during construction, construction activity and aircraft movement, and limitations of construction. It shall list safety considerations to be discussed at the preconstruction conference and safety meetings. The Contractor shall prepare and distribute to JWA three complete bound booklets identified as “SAFETY PLAN.”

### **SECTION 7.09 CONSTRUCTION STORMWATER PLAN**

LESSEE’s Contractor shall submit for Airport approval, prior to beginning construction, its Construction SWPPP or Erosion and Sediment Control Plan (“ESCP”) concerning BMP implementation including how Storm Water run-off will be controlled, how the discharge of unauthorized Non-Storm Water Discharges will be contained and prevented, and how soil erosion and sedimentation of surface run-off will be prevented at the site. Projects disturbing one (1) or more acres of soil or projects that disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to develop a SWPPP and obtain coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity – General Permit Order 2009-0009-DWQ (“Construction General Permit”). Projects disturbing less than one acre of soil and not required a Construction SWPPP shall develop an ESCP.

- A. The SWPPP or ESCP shall be site-specific and shall be approved by the Airport Director before the start of construction. It shall be incorporated into the design and planning phases of the project.
- B. Contractor shall select BMPs for the site-specific SWPPP or ESCP. The plan must cover the construction area, construction lay-down areas, haul routes, and off-site migration or tracking of contaminants such as mud. This includes keeping Aircraft Operating Areas (“AOA”) clear of mud and debris. The plan must minimize potential soil and water quality impacts, including impacts resulting from total suspended solids (“TSS”), oil and grease, total petroleum hydrocarbons (“TPH”), or chemicals or materials used for construction. The plan must also include leak or spill cleanup.

### **SECTION 7.10 CONSTRUCTION WASTE MANAGEMENT PLAN**

LESSEE’s Contractor shall submit for approval, prior to the beginning of construction, its Construction Waste Management (“CWM”) Plan detailed how waste generated during construction activities will be contained, stored, labeled, tracked, and disposed of. The plan should address waste diversion for recyclables and organic waste and meet the requirements of CALGreen Tier 1. CWM forms can be found in the Guide to the 2019 California Green Building Standards Code published by the California Building Standards Commission and the International Code Council.

- A. The CWM Plan shall be project-specific and cover all the construction activities.



## JOHN WAYNE AIRPORT FBO LEASE

---

- B. The CWM Plan shall be incorporated into the design and planning phases of the project and shall be approved by the Airport Director before the start of construction.
- C. LESSEE's Contractor shall use the CWM Worksheet and Acknowledgement forms to report waste disposal monthly and at the conclusion of the construction project.

### SECTION 7.11 TEN-YEAR REFURBISHMENTS

Every ten (10) years from date LESSEE begins to use its improvements to the Leased Premises ("Date of Beneficial Occupancy"), LESSEE shall make refurbishments to its facilities for the purpose of keeping the FBO contemporary and competitive with current FBO industry standards; provided, however, that no program of refurbishment, renovation or capital improvement shall be mandated or compelled so long as LESSEE maintains its facilities and improvements in good working order and condition. LESSEE shall consult with the Airport Director prior to making any such refurbishments and, in particular, shall consult with the Airport Director on or before the tenth (10th), twentieth (20th) and thirtieth (30th) anniversaries of the Commencement Date to discuss such refurbishment of facilities as may be necessary or appropriate to satisfy the requirements of this Section. LESSEE's refurbishments must provide for a capital reinvestment in facilities on the Leased Premises meeting the following requirements, where the amount of the reinvestment will be reasonably determined by Airport Director with consideration given to the conditions of the facilities at each reinvestment milestone.

Should the Airport Director and LESSEE disagree on the necessary improvements required, the parties shall engage a third-party, selected and agreed to by COUNTY and LESSEE, at LESSEE's sole cost and expense, to assess the condition of the premises relative to industry standards and to make a determination as to what improvements shall be required. In no case will the cost of such improvements exceed the amounts specified below relative to each reinvestment milestone.

- A. On or before the tenth (10th) anniversary of the Date of Beneficial Occupancy, LESSEE may be required by JWA to make a reinvestment of up to twenty percent (20%) of its Initial Capital Investment.
- B. On or before the twentieth (20th) anniversary of the Date of Beneficial Occupancy, LESSEE may be required by JWA to make a reinvestment of up to twenty percent (20%) of its Initial Capital Investment.
- C. At such time that five (5) years remain on the term of this Lease, LESSEE may be required by JWA to make a reinvestment of up to ten percent (10%) of its Initial Capital Investment.

Prior to reaching each reinvestment milestone, and with sufficient time for all required review and approval in accordance with this ARTICLE VII but in no event later than one hundred eighty (180) days prior to the milestone date, LESSEE shall provide to JWA its plans and specifications for the refurbishment project, as well as a breakdown of the costs for design, construction, upgrades, and



## JOHN WAYNE AIRPORT FBO LEASE

installations of new fixtures or equipment proposed for the refurbishment project. LESSEE shall complete each refurbishment project within one hundred eighty (180) days from the date of its final approval by JWA unless otherwise approved in writing by Airport Director. Failure to complete the refurbishment within the prescribed time will subject LESSEE to liquidated damages in the amount of two thousand dollars (\$2,000) per day until the refurbishment has been completed to the satisfaction of the Airport Director.

Within sixty (60) days following the completion of each refurbishment project, LESSEE shall provide certified documentation of the capital investment actually expended in the project, together with “as-built”/record documents as required by this ARTICLE VII. In the event of a shortfall between the required reinvestment amount and the actual refurbishment cost, LESSEE shall pay to COUNTY an amount equal to the shortfall as of one hundred eighty (180) days after completion of the refurbishment project. The amount spent for refurbishment shall be exclusive of any amount spent for normal repair and maintenance as reasonably determined by Airport Director.

### ARTICLE VIII – ASSIGNMENT, SUBLETTING, AND ENCUMBERING

#### SECTION 8.01 ASSIGNING, SUBLETTING, AND TRANSFERRING

The provisions of this Section are subject to the limitations of Section 5.01 “USE.”

- A. Transfers. Except as provided by this Article, LESSEE shall not voluntarily, involuntarily, or by operation of law transfer, assign, sublet, encumber, or hypothecate (hereinafter referred to as “Transfer”) any interest of the LESSEE in the Leased Premises without the prior written approval of the COUNTY. Occupancy of the Leased Premises by a prospective transferee prior to approval shall constitute a breach of this Lease. LESSEE shall give the COUNTY sixty (60) days’ prior written notice of all proposed Transfers. The LESSEE shall not make any such Transfers for a period longer than the remaining term of the Lease. All subleases of hangar space, ramp parking space, and office/facility space shall be between LESSEE and sublessee; sub-subleases are prohibited and shall constitute a breach of this Lease. LESSEE shall provide Airport Director copies of all subleases within fifteen (15) days following their approval.

If the COUNTY approves any Transfer, such approval does not constitute a waiver of any of the terms of the Lease. LESSEE agrees that a Transfer of this Lease shall not release LESSEE from any of the obligations found in this Lease. All Transfer documents shall be consistent with the terms, covenants, and conditions of the Lease, and in the event of any inconsistency, the provisions of this Lease shall govern. LESSEE must submit all required COUNTY forms with backup documentation, and include payment to COUNTY of a \$3,000 administrative charge, for COUNTY to process such request.

If the LESSEE is a corporation, an unincorporated association, or a partnership, Transfers include the acquisition by any person other than the LESSEE of any stock or interest in





## JOHN WAYNE AIRPORT FBO LEASE

---

said corporation, unincorporated association, or partnership in the aggregate amount of fifty-one percent (51%) or more.

Except as provided by this Article, the failure by the LESSEE to obtain the prior written approval by the COUNTY of any Transfer of the Lease or any interest in the Leased Premises shall constitute a material breach of this Lease by, and shall not confer any Leasehold rights upon the transferee. Such failure shall be grounds for termination of this Lease for default per Article IX, Section 9.02.

B. Conditions of COUNTY Approval. COUNTY agrees that it will not arbitrarily withhold consent to any Transfer, but COUNTY and LESSEE expressly agree it shall be reasonable for COUNTY to withhold consent to any Transfer for the following reasons:

- (1) LESSEE, its successors or assigns are in default of any term, covenant or condition of this Lease, whether notice of default has or has not been given by COUNTY.
- (2) The prospective sublessee, assignee or transferee has not agreed in writing to keep, perform and be bound by all the terms, covenants, and conditions of this Lease.
- (3) The prospective sublessee, assignee or transferee is not financially capable or not experienced in performing the Lease obligations, as determined by the Airport Director.
- (4) Sublessee's use is in conflict with the terms of this Lease.
- (5) All the terms, covenants and conditions of Transfer, including the consideration therefor, of any and every kind, have not been revealed in writing to Airport Director. On the first day of each month, LESSEE shall submit a monthly rent roll of all its existing sublessees indicating the sublessee/customer name, sublessee type, start date, end date, square footage and monthly rent.
- (6) Any construction required of LESSEE as a condition of this Lease has not been completed to the satisfaction of COUNTY.
- (7) LESSEE has not provided Airport Director with a copy of all documents relating to the Transfer, including, but not limited to, appraisals, notes, trust deeds, title reports, and escrow instructions.
- (8) LESSEE attempts to hypothecate the Leasehold for an amount greater than the cost of new improvements to be constructed on the Leased Premises. Hypothecation of the Leasehold shall not be permitted for any reason other than to obtain loan proceeds necessary to construct new improvements on the Leased Premises.



## JOHN WAYNE AIRPORT FBO LEASE

- (9) If a release or threatened release of Hazardous Materials is materially increased as a result of a Transfer or if COUNTY does not receive reasonable assurances that a prospective sublessee, assignee or transferee has the experience and/or the financial ability to remedy a violation of Environmental Laws related to Hazardous Materials and/or fulfill all obligations under this Lease.

C. Bankruptcy Transaction. If LESSEE assumes this Lease and proposes to assign the same pursuant to the provisions of the United States Bankruptcy Code, 11 U.S.C. §§101, *et seq.*, then notice of such proposed assignment shall be given to COUNTY.

- (1) The name and address of proposed assignee,
- (2) All of the terms and conditions of such offer, and
- (3) Adequate assurance to COUNTY of the proposed assignee's future performance under the Lease, including, without limitation, the assurance referred to in the United States Bankruptcy Code, 11 U.S.C. §365(b)(3).

Any person or entity to which this Lease is assigned pursuant to the provisions of the United States Bankruptcy Code, 11 U.S.C. §101, *et seq.*, shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to COUNTY an instrument confirming such assumption.

### SECTION 8.02 LEASEHOLD MORTGAGES

A. LESSEE's Right to Encumber Leasehold Estate; No Right to Encumber COUNTY's Fee Interest. LESSEE may, at any time during the Term of this Lease (with the consent of COUNTY after prior written notice providing evidence that all requirements of this Lease applicable at the time have been complied with) encumber all or any portion of LESSEE's leasehold estate in and to this Lease, including LESSEE's rights, title and interest in and to the Leased Premises and Improvements, or any applicable portion thereof or interest therein ("Leasehold Estate") with one (1) or more mortgage, deed of trust, security deed, conditional deed, deed to secure debt or any other security instrument (including any assignment of leases and rents, security agreement and financing statements) held by an institutional lender by which LESSEE's Leasehold Estate is mortgaged to secure a debt or other obligation, including a purchase money obligation ("Leasehold Mortgages"); provided, however:

- 1) Such Leasehold Mortgage(s) (as of the date recorded) shall not exceed 80% of the costs of the improvements and facilities to be constructed by LESSEE prior to completion and 80% of the Leasehold Estate value after completion;



## JOHN WAYNE AIRPORT FBO LEASE

---

- 2) That LESSEE shall not have the power to encumber, and no Leasehold Mortgage shall encumber, COUNTY's fee interest in the property underlying the Leased Premises ("COUNTY's Fee Interest");
- 3) The Leasehold Mortgage and all rights acquired under it shall be subject to each and all of the covenants, conditions, and restrictions set forth in this Lease and to all rights and interests of COUNTY hereunder, except as otherwise provided in this Lease;
- 4) Nothing in this Lease shall be construed so as to require or result in a subordination in whole or in part in any way of the COUNTY's Fee Interest to any Leasehold Mortgage; and
- 5) In the event of any conflict between the provisions of this Lease and the provisions of any such trust Leasehold Mortgage, the provisions of this Lease shall control.

B. Notification to COUNTY of Leasehold Mortgage. LESSEE or any Leasehold Mortgagee shall, prior to making any Leasehold Mortgage, provide COUNTY with notice of such Leasehold Mortgage and the name and address of the Leasehold Mortgagee. At the time of notice, LESSEE shall furnish to Airport Director a complete copy of any trust deed and note to be secured thereby, together with the name and address of the holder thereof. Thereafter, LESSEE or any Leasehold Mortgagee shall notify COUNTY of any change in the identity or address of such Leasehold Mortgagee.

### **SECTION 8.03      SUCCESSORS IN INTEREST**

Unless otherwise provided in this Lease, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all parties hereto, all of whom shall be jointly and severally liable hereunder.

## **ARTICLE IX - TERMINATION AND DEFAULT**

### **SECTION 9.01      TERMINATION OF PRIOR AGREEMENTS**

This Lease creates a new Leasehold concerning all or any portion of the Leased Premises. Upon the Commencement Date of this Lease, any prior agreement with relation to the Leased Premises between the parties shall terminate and be of no further force and effect, and shall be superseded and replaced in its entirety by this Lease.



## JOHN WAYNE AIRPORT FBO LEASE

---

### SECTION 9.02      TERMINATION FOR DEFAULT

The COUNTY may terminate this Lease and all of its obligations hereunder with or without prior notice to LESSEE and may exercise all rights of entry for default and breach if the LESSEE fails to perform on any of its obligations under this Lease, including but not limited to the following:

- A. Payment of all rents, fees, and charges if not cured within ten (10) days following written notice from COUNTY;
- B. A general assignment for the benefit of creditors and any Transfer in violation of Article VIII, above;
- C. The issuance of any execution or attachment against LESSEE at the Airport which is undischarged within sixty (60) days of levy or seizure or if the Leased Premises are occupied by someone other than LESSEE;
- D. The voluntary vacation or abandonment by LESSEE of the conduct of a fixed base operation at the Airport;
- E. The violation by LESSEE of any of the terms of any insurance policy referred to in this Lease, the remedies for which are provided in that section of the Lease entitled "INSURANCE";
- F. If LESSEE is found by the FAA, TSA, other government regulatory or successor agency to have violated safety standards in the conduct of LESSEE's business, it being understood that this requirement pertains specifically to a substantial and material breach of the standards and policies established and administered by the FAA's Office of Safety Standards (to the extent they are applicable to fixed base operations), and/or those standards established by the TSA specifically pertaining to airport safety pursuant to its authority arising under Title 49 Code of Federal Regulations ("CFR") § 1542. Citations, enforcement actions, and proceedings related to minor violations shall not constitute a breach of this Lease.
- G. The violation of any written directions of the Airport Director if not cured within three (3) business days following written notice from Airport Director;
- H. The appointment of a receiver to take possession of all, or substantially all, the assets of LESSEE located at the Leased Premises or of LESSEE's Leasehold interest in the Leased Premises where such appointment or seizure is not discharged within sixty (60) days following the appointment of the receiver or seizure of assets; and,
- I. All other violations not specified above if not cured within five (5) business days following written notice from COUNTY, provided that if the nature of such failure is such that it can be cured by LESSEE but that more than five (5) business days are reasonably required for



## JOHN WAYNE AIRPORT FBO LEASE

its cure (for any reason other than financial inability), then LESSEE shall not be deemed to be in default if LESSEE shall commence such cure within said five (5) business days, and thereafter diligently prosecutes such cure to completion.

### SECTION 9.03 COUNTY REMEDIES

In the event of any default by LESSEE, then, in addition to any other remedies available to COUNTY at law or in equity, COUNTY shall have the immediate option to terminate this Lease and all rights of LESSEE hereunder by giving written notice of such termination. In the event that COUNTY shall elect to so terminate this Lease, then COUNTY may recover from LESSEE:

- A. The worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus
- B. The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss LESSEE proves reasonably could have been avoided; plus
- C. The worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss that LESSEE proves reasonably could be avoided; plus
- D. Any other amount necessary to compensate COUNTY for all detriment proximately caused by LESSEE's failure to perform its obligations under this Lease or which in the ordinary course would be likely to result therefrom, plus
- E. At COUNTY's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California Law.

As used above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1 percent.

### SECTION 9.04 TERMINATION FOR NONUSE

COUNTY has entered into this Lease for the express purpose of having LESSEE provide those services and uses to the public at the Airport as authorized in that section of the Lease entitled "USE." Should such services and uses of the Leased Premises be discontinued for thirty (30) consecutive calendar days or more, the Airport Director may terminate this Lease and all rights, but not the obligations, of LESSEE shall end at time of such termination subject to that section of the Lease entitled "LESSEE REIMBURSEMENT." Said thirty consecutive calendar day requirement shall not include periods during which LESSEE performs demolition of existing facilities, construction of site improvements, remodeling, renovations, or repairs as approved by Airport Director.



## JOHN WAYNE AIRPORT FBO LEASE

---

### **SECTION 9.05      CONDITION OF LEASED PREMISES UPON TERMINATION**

Except as otherwise provided by this Lease or approved in writing by COUNTY, upon termination of this Lease, LESSEE shall redeliver possession of the Leased Premises to COUNTY in substantially the same or better condition than existed immediately prior to LESSEE's entry thereon, reasonable wear and tear, flood, earthquakes, war and any act of war, excepted. References to the termination of the Lease in this Lease shall include termination by reason of expiration.

### **SECTION 9.06      DISPOSITION OF ABANDONED PERSONAL PROPERTY**

If LESSEE abandons or quits the Leased Premises or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to LESSEE and left on the Leased Premises fifteen (15) days after such event shall be deemed to have been transferred to COUNTY. COUNTY shall have the right to remove and to dispose of such property without liability therefor to LESSEE or to any person claiming under LESSEE, and shall have no need to account therefor. Personal property left on the Leased Premises after termination, expiration, or abandonment of the Lease shall not be construed as giving LESSEE possession of the Leased Premises during the fifteen (15) days after termination, expiration, or abandonment of the Lease.

### **SECTION 9.07      QUITCLAIM OF LESSEE'S INTEREST UPON TERMINATION OR DEFAULT**

Upon termination of this Lease for any reason, including, but not limited to, termination because of default by LESSEE, LESSEE shall execute, acknowledge, and deliver to COUNTY, within thirty (30) days after receipt of written demand therefor, a good and sufficient deed whereby all right, title, and interest of LESSEE in the Leased Premises is quitclaimed to COUNTY. Should LESSEE fail or refuse to deliver the required deed to COUNTY, COUNTY may prepare and record a notice reciting the failure of LESSEE to execute, acknowledge and deliver such deed and said notice shall be conclusive evidence of the termination of this Lease and of all right of LESSEE or those claiming under LESSEE in and to the Leased Premises.

### **SECTION 9.08      COUNTY'S RIGHT TO RE-ENTER**

LESSEE agrees to yield and peaceably deliver possession of the Lease Premises to COUNTY on the date of termination or default of this Lease, whatsoever the reason for such termination or default.

Upon giving written notice of termination or default to LESSEE, COUNTY shall have the right to re-enter and take possession of the Leased Premises on the date such termination or default becomes effective without further notice of any kind and without institution of summary or regular legal proceedings. Termination or default of the Lease and re-entry of the Leased Premises by COUNTY shall in no way alter or diminish any obligation of LESSEE under the Lease terms and shall not constitute an acceptance or surrender.





## JOHN WAYNE AIRPORT FBO LEASE

---

LESSEE waives any and all right of redemption under any existing or future law or statute in the event of eviction from or dispossession of the Leased Premises for any lawful reason or in the event COUNTY re-enters and takes possession of the Leased Premises in a lawful manner.

### ARTICLE X - SECURITY

#### SECTION 10.01 AIRPORT SECURITY

In addition to FAA safety regulations, the LESSEE must also comply with all Airport security rules, regulations and plans, Department of Homeland Security-Transportation Security Administration (TSA) regulations, United States Customs and Border Protection (USCBP) regulations, and all other applicable federal, State and local regulations regarding security during the term of this Lease. LESSEE is responsible for fines imposed by any regulatory agency as a result of LESSEE's failure to comply with applicable rules and regulations regarding airport security.

LESSEE shall be required to obtain airport security clearance in order to operate on the Leased Premises pursuant this Lease. LESSEE must designate one or more Authorized Signatories to attend training by the Airport, and to be the primary point(s) of contact for Airport Issued I.D. security badge related correspondence and records management. LESSEE, its employees and contractors must complete a background clearance, and a Security Identification Display Area (SIDA) class in order to obtain an Airport issued I.D. security badge for access to secure areas. All Airport Operations Area (AOA) drivers must also complete training to receive driver's authorization to drive on the airfield.

##### A. Authorized Signatory

Authorized Signatories are individuals or designated representatives authorized to sponsor badge applicants and request Airport issued I.D. security badges on behalf of their organization. They are responsible for initiating and understanding the security I.D. badge application process, and certify applicant employment. Authorized Signatories are also the primary points of contact for the Airport I.D. Badge Office correspondence related to audits, changes to employee access authority, if an employee is arrested or convicted of a disqualifying criminal offense, and if an employee is terminated.

##### B. Airport Issued I.D. Security Badge Acquisition

Prior to issuance of I.D. security badge(s), LESSEE's personnel must successfully complete the Airport issued I.D. security badge acquisition process. LESSEE personnel who will be working onsite, and engaged in the performance of work under this Lease, must be sponsored by a Lessee identified Authorized Signatory, pass Airport's screening requirements, which includes, but may not be limited to, an F.B.I. Criminal History Records Check and a Security Threat Assessment, and shall pay any applicable fees. Upon successful completion of the background checks, LESSEE personnel will be required to



## JOHN WAYNE AIRPORT FBO LEASE

---

attend a 3-hour SIDA class and pass a written test. Those personnel who may be permitted by the Airport to drive on the Airport Operations Area (AOA) perimeter road must also complete a Driver's Training class and written test. The physical Airport issued I.D. security badges are not issued until LESSEE personnel have: 1) completed appropriate application forms and submitted proof of identity and employment eligibility, 2) passed all required background checks, 3) completed and passed appropriate classroom training and 4) paid an I.D. badge fee for each badged person. LESSEE should anticipate a minimum of five (5) business days to complete the Airport issued I.D. security badge process if all requirements listed above are fulfilled by individual applicants in a timely manner. LESSEE shall be responsible for all applicable fees and costs associated with the background checks and I.D. security badging process. The amount of such fees is subject to change without notice.

### C. Airport Issued I.D. Security Badge Holder Requirements and Responsibilities

The Airport Security Plan (ASP) requires that each person issued an Airport issued I.D. security badge be made aware of his/her responsibilities regarding the privilege of access to SIDA, Secure, Sterile, and AOA areas of the Airport.

LESSEE and all its personnel within access controlled areas (AOA, SIDA, secured area or sterile area) are required to display on their person an Airport issued I.D. security badge, unless they are escorted by a properly badged individual with escort privileges. When working in a SIDA, AOA, Sterile or Secure area, each badged person is responsible for challenging any individual who is not properly displaying an Airport issued or approved and valid I.D. badge. Any person who is not properly displaying or who cannot produce a valid Airport issued I.D. security badge must immediately be referred to the Sheriff's Department – Airport Police Services Office for proper handling.

The Airport issued I.D. security badge is the property of the County of Orange and must be returned upon termination of employment and/or termination of the Lease. The loss of a badge shall be reported within 24 hours to the Sheriff's Department–Airport Police Services by calling (949) 252-5000. LESSEE or its personnel who lose their badges shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement will be posted in the Airport Administration Office and is subject to change without notice. A report shall be made before a replacement badge will be issued.

The Airport security badge is nontransferable. In the event that the LESSEE's badge is not returned to the Airport upon termination of employment and/or termination of the Lease, the LESSEE and/or LESSEE personnel shall be liable to the County of Orange for a fine in the amount of \$250 per unreturned badge. The amount of the fine is subject to change without notice. LESSEE's security deposit may be applied to cover the cost of the fine.



## JOHN WAYNE AIRPORT FBO LEASE

---

### ARTICLE XI - INSURANCE AND INDEMNITY

#### SECTION 11.01 INSURANCE

LESSEE agrees to purchase all required insurance at LESSEE's expense and to deposit with the COUNTY certificates of insurance, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this Lease have been complied with and to keep such insurance coverage and the certificates and endorsements therefore on deposit with the COUNTY during the entire term of this Lease.

LESSEE agrees that LESSEE shall not operate on the Lease Premises at any time the required insurance is not in full force and effect as evidenced by a certificate of insurance and necessary endorsements or, in the interim, an official binder being in the possession of Airport Director. In no cases shall assurances by LESSEE, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. Airport Director will only accept valid certificates of insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance. LESSEE also agrees that upon cancellation, termination, or expiration of LESSEE's insurance, COUNTY may take whatever steps are necessary to interrupt any operation from or on the Lease Premises until such time as the Airport Director reinstates the Lease.

If LESSEE fails to provide Airport Director with a valid certificate of insurance and endorsements, or binder at any time during the term of the Lease, COUNTY and LESSEE agree that this shall constitute a material breach of the Lease. Whether or not a notice of default has or has not been sent to LESSEE, said material breach shall permit COUNTY to take whatever steps necessary to interrupt any operation from or on the Lease Premises, and to prevent any persons, including, but not limited to, members of the general public, and LESSEE's employees and agents, from entering the Lease Premises until such time as Airport Director is provided with adequate evidence of insurance required herein. LESSEE further agrees to hold COUNTY harmless for any damages resulting from such interruption of business and possession, including, but not limited to, damages resulting from any loss of income or business resulting from the COUNTY'S action.

LESSEE may occupy the Leased Premises only upon providing to COUNTY the required insurance stated herein and maintain such insurance for the entire term of this Lease. COUNTY reserves the right to terminate this Lease at any time LESSEE's insurance is canceled or terminated and not reinstated within ten (10) days of said cancellation or termination. LESSEE shall pay COUNTY a fee of \$300.00 for processing the reinstatement of the Lease. LESSEE shall provide to COUNTY immediate notice of said insurance cancellation or termination.

LESSEE shall ensure that all contractors performing work on behalf of LESSEE pursuant to this Lease and all tenants operating within the Lease Premises shall carry appropriate lines of insurance subject to the same terms and conditions as set forth herein for LESSEE. LESSEE shall not allow contractors or tenants to operate within the Lease Premises if they have less than an appropriate level of coverage required by the LESSEE under this Lease. It is the obligation of the LESSEE to provide written notice of the insurance requirements to every contractor and tenant and to receive



## JOHN WAYNE AIRPORT FBO LEASE

---

proof of insurance prior to allowing any contractor or tenant to begin operations within the Lease Premises. Such proof of insurance must be maintained by LESSEE through the entirety of this Lease and be available for inspection by a COUNTY representative at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of LESSEE's current audited financial report. If LESSEE's SIR is approved, LESSEE, in addition to, and without limitation of, any other indemnity provision(s) in this Lease, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the COUNTY harmless against any and all liability, claim, demand or suit resulting from LESSEE's, its agents, employee's or subcontractor's performance of this Agreement, LESSEE shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) LESSEE's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the LESSEE's SIR provision shall be interpreted as though the LESSEE was an insurer and the COUNTY was the insured.

### **Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the LESSEE shall provide the minimum limits and coverage as set forth below:

#### Coverages

#### Minimum Limits

Aviation General Liability  
(Including but not limited to General  
Liability, Contractual, Premises,

\$10,000,000 per occurrence  
\$10,000,000 aggregate



## JOHN WAYNE AIRPORT FBO LEASE

<u>Coverages</u>	<u>Minimum Limits</u>
Products/Completed Operations, Hangarkeepers and Vehicles/Mobile Equipment operated on restricted airport premises)	
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Pollution Liability	\$5,000,000 per claims-made or per occurrence
Commercial Property Insurance on an "All Risk" or "Special Causes of Loss" basis covering all, contents and any tenant improvements including Business Interruption/Loss of Rents with a 12 month limit. Property Schedule to include all assigned fuel storage tanks, piping, fittings, associated equipment, vaults and clarifiers.	100% of the Replacement Cost Value and no coinsurance provision.

### Required Endorsements

The following endorsements must be submitted with the Certificate of Insurance:

1. The Aviation General Liability and Pollution Liability policies shall contain an Additional Insured endorsement providing coverage at least as broad as ISO forms CG 2010 or CG 2033 naming the ***County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.*** Blanket coverage may also be provided which will state - ***As Required by Written Agreement.***
2. The Aviation General Liability and Pollution Liability policies shall contain a primary non-contributing endorsement evidencing that the LESSEE's insurance is primary and any insurance or self-insurance maintained by County of Orange shall be excess and non-contributing.
3. The Workers' Compensation policy shall contain a Waiver of Subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees.*** Blanket coverage may also be provided which will state - ***As Required by Written Agreement.***
4. The Commercial Property policy shall contain a Loss Payee endorsement naming the



## JOHN WAYNE AIRPORT FBO LEASE

---

County of Orange as respects the COUNTY'S financial interest when applicable.

All insurance policies required by this lease shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Aviation General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

If LESSEE's Pollution Liability policy is a claims-made policy, LESSEE shall agree to maintain coverage for two (2) years following termination of the Lease.

Insurance certificates should be forwarded to the COUNTY address provided in the Clause (NOTICES) below or to an address provided by Airport Director. LESSEE has ten (10) business days to provide adequate evidence of insurance or this Lease may be cancelled.

COUNTY expressly retains the right to require LESSEE to increase or decrease insurance of any of the above insurance types throughout the term of this Lease. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

COUNTY shall notify LESSEE in writing of changes in the insurance requirements. If LESSEE does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Lease may be in breach without further notice to LESSEE, and COUNTY shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit LESSEE's liability hereunder nor to fulfill the indemnification provisions and requirements of this Lease, nor in any way to reduce the policy coverage and limits available from the insurer.

### **SECTION 11.02 INDEMNITY**

To the fullest extent authorized by law, the LESSEE shall indemnify, defend with counsel approved in writing by COUNTY, and hold the COUNTY, its officers, directors, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing body harmless from any and all claims, demands, or liability of any kind or nature arising out of or related to the LESSEE's operations at the Airport, including the cost of defense arising therefrom. LESSEE's indemnity obligations stated herein also apply to those actions arising out of or related to LESSEE's officers, agents, successors, assigns, sublessees, subcontractors, and employees. LESSEE's indemnity obligations stated herein shall not apply in the event of any loss, damage, or expense arising from the sole negligence and/or willful misconduct of the COUNTY or of the COUNTY's officers, employees, agents, servants, or independent contractors. The rights and obligations set forth in this indemnification shall survive the termination and/or expiration of this Lease.





## JOHN WAYNE AIRPORT FBO LEASE

---

In the event that any monetary sum is awarded against the COUNTY and the LESSEE because of the concurrent negligence of the COUNTY and the LESSEE or their respective officers, directors, successors, assigns, subcontractors, sublessees, or employees, an apportionment of liability to pay such award shall be made by a court of competent jurisdiction. Both the COUNTY and the LESSEE agree that neither party shall request a jury apportionment. Nothing stated in this Lease and in this indemnity obligation shall be construed as authorizing any award of attorneys' fees in any action to enforce the terms of this Lease. The rights and obligations set forth in this paragraph shall survive the termination of this Lease.

### ARTICLE XII - FEDERAL GRANT ASSURANCES AND REQUIREMENTS

#### SECTION 12.01 CIVIL RIGHTS AND NONDISCRIMINATION

- A. LESSEE agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If LESSEE transfers its obligation to another, the transferee is obligated in the same manner as LESSEE.
- B. LESSEE, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as follows:
- 1) LESSEE will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Lease.
  - 2) LESSEE, with regard to the work performed by it during the Lease, will not discriminate on the grounds of race, color, or national origin, in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
  - 3) In all solicitations, either by competitive bidding or negotiation made by LESSEE for work to be performed under a subcontract, including procurement of materials, or leases of equipment, each potential subcontractor or supplier will be notified by LESSEE of the LESSEE's obligations under this Lease and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
  - 4) LESSEE will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the COUNTY or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, LESSEE will so certify to the COUNTY



## JOHN WAYNE AIRPORT FBO LEASE

or the FAA, as appropriate, and will set forth what efforts it has made to obtain this information.

- 5) In the event of LESSEE's noncompliance with the non-discrimination provisions of this Lease, COUNTY will impose such sanctions as it or the FAA may determine to be appropriate, including, but not limited to: withholding payments under the contract until LESSEE complies, and/or cancelling, terminating, or suspending a contract, in whole or in part.
- 6) LESSEE will include the provisions of paragraphs one through six in every sublease or subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. LESSEE will take action with respect to any sublease, subcontract or procurement as the COUNTY or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if LESSEE becomes involved in, or is threatened with litigation by a subtenant, subcontractor, or supplier because of such direction, LESSEE may request the COUNTY to enter into any litigation to protect the interests of the COUNTY. In addition, LESSEE may request the United States to enter into the litigation to protect the interests of the United States.

C. LESSEE, for itself, 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) In the event facilities are constructed, maintained or otherwise operated on the Leased Premises for a purpose for which a FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, LESSEE will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- 2) No person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- 3) In the construction of any improvements on, over or under the Leased Premises and the furnishing of services thereon, no person on the grounds of race, creed, color, sex, national origin, age, or disability shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination.



## JOHN WAYNE AIRPORT FBO LEASE

---

- 4) LESSEE will use the Leased Premises in compliance with all other requirements imposed by or pursuant to List of discrimination Acts and Authorities.
- D. LESSEE shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service.
- E. LESSEE, for itself, its assignees, and successors in interest agrees to comply with the following Nondiscrimination Acts and Authorities, including without limitation:
- (1) Title VI of the Civil Rights Acts of 1964, 42 U.S.C. § 2000d *et seq.* (prohibiting discrimination on the basis of race, color, national origin);
  - (2) 49 Code of Federal Regulations part 21, Non-discrimination In Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964;
  - (3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601 (prohibiting unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects);
  - (4) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 *et seq.* (prohibiting discrimination on the basis of disability), and 49 CFR part 27;
  - (5) The Age Discrimination Act of 1975, 42 U.S.C. § 6101 *et seq.* (prohibiting discrimination on the basis of age);
  - (6) Airport and Airway Improvement Act of 1982, 49 U.S.C. § 47123 (prohibiting discrimination based on race, creed, color, national origin, or sex);
  - (7) The Civil Rights Restoration Act of 1987, Pub.L 100-209, (broadening the scope, coverage, and applicability of Title VI of the Civil Acts Right of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients, and contractors, whether such programs or activities are federally funded or not;
  - (8) Titles II and III of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12131 – 12189, as implemented by 28 CFR parts 35 and 36, and 49 CFR parts 37 and 38 (prohibiting discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities);
  - (9) The FAA’s Nondiscrimination statute, 49 U.S.C. § 47123 (prohibiting discrimination on the basis of race, color, national origin, and sex);



## JOHN WAYNE AIRPORT FBO LEASE

---

- (10) Executive Order 12898, Federal Actions to Address Environmental Justice in the Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - (11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, 70 Fed. Reg. at 74087 – 74100 (defining national origin discrimination to include discrimination because of limited English proficiency); and
  - (12) Title IX of the Education Amendments of 1972, 20 U.S.C. 1681 et seq. (prohibiting discrimination because of sex in education programs or activities).
- F. In the event of breach of any of the above nondiscrimination covenants, COUNTY shall have the right to terminate the Lease in accordance with the provisions of Section 9.02, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

### **SECTION 12.02 DEVELOPMENT/MAINTENANCE OF AIRPORT**

COUNTY reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or view of LESSEE, and without interference or hindrance. COUNTY reserves the right, but shall not be obligated to LESSEE, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LESSEE in this regard.

### **SECTION 12.03 LEASE SUBORDINATE TO AGREEMENT WITH U.S.A.**

This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between COUNTY and the United States or any lawful requirement of the United States relative to the development, operation or maintenance of the Airport. In the event the FAA, or its successors, request modifications or changes to this Lease which may or may not be condition precedent to obtaining funds for the improvement of the Airport, LESSEE hereby consents to any and all such modifications and changes as may be requested and without further consideration, and LESSEE agrees to immediately execute an amendment to this lease to reflect the requested modifications or changes.

### **SECTION 12.04 USE TO CONFORM WITH FEDERAL AVIATION REGULATIONS**

LESSEE agrees that LESSEE's use of the Leased Premises, including all construction thereon, shall conform to applicable Federal Aviation Regulations.



## JOHN WAYNE AIRPORT FBO LEASE

---

LESSEE agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations (as same may be amended from time to time or such other regulation replacing Part 77 as may be adopted by Federal authority) prior to the construction of the improvements described herein and prior to the construction of any future structure or building upon the Leased Premises or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Premises.

### **SECTION 12.05 NONEXCLUSIVE RIGHT**

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to conduct aeronautical activities or provide aeronautical services to the public as prohibited by 49 U.S.C. § 40103(e) and 47107(a)(4), as amended from time to time and the COUNTY reserves the right to grant others the privilege and right of conducting any or all activities of an aeronautical nature.

### **SECTION 12.06 RESERVATION OF AVIGATION EASEMENT**

COUNTY hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the air space above the surface of the Leased Premises, together with the right to cause in said air space such noise, vibration, fumes, and soot as may be inherent in the operation of aircraft now known or hereafter used for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport.

### **SECTION 12.07 HEIGHT LIMITATION OF STRUCTURES**

LESSEE by accepting this Lease expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the land Leased hereunder (if any) which would penetrate the imaginary surfaces as defined in Part 77 of the Federal Aviation Regulations (as same may be amended from time to time or as such regulation replacing Part 77 may be adopted by Federal authority) or such other lesser altitude as may be required by COUNTY. In the event the aforesaid covenants are breached, COUNTY reserves the right to enter upon the land Leased hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of LESSEE. LESSEE shall be responsible for filing Form 7460 for any construction and/or height of construction equipment with the FAA, if required.

LESSEE acknowledges that it accepts the Leased Premises in “as is” condition and by entering into this Lease accepts liability, and agrees to indemnify COUNTY pursuant to Section 11.02 for all existing conditions whether known or unknown on the Commencement Date.



## JOHN WAYNE AIRPORT FBO LEASE

---

### **SECTION 12.08 NONINTERFERENCE WITH AIRCRAFT**

LESSEE by accepting this Lease agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, COUNTY reserves the right to enter upon the Leased premises and hereby cause the abatement of such interference at the expense of LESSEE.

### **SECTION 12.09 WAR OR NATIONAL EMERGENCY**

This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of Airport or the exclusive or nonexclusive use of Airport by the United States during the time of war or national emergency.

### **SECTION 12.10 DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS**

It is the policy of the Department of Transportation that disadvantaged business enterprises (DBE) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Lease. To the extent applicable to LESSEE's operations at the Airport, LESSEE agrees to comply with all DBE requirements.

### **SECTION 12.11 RESERVATION OF RIGHT OF ENTRY AND EASEMENT FOR NAVIGATIONAL AIDS**

COUNTY reserves the right to enter the Leased Premises for the installation and maintenance of Airport navigational aids. Said navigational aids may be installed on land or improvements within the Leased Premises. Said installation and any required maintenance shall be coordinated with LESSEE so as to cause the least interference with LESSEE's use of the Leased Premises. All installation and maintenance costs will be paid by COUNTY.

COUNTY also reserves the right to grant easements to provide utilities to serve the navigational aids. All utility costs for the operation of navigational aids shall be the responsibility of COUNTY.

### **SECTION 12.12 ACCESS TO LEASED PREMISES**

The COUNTY has exclusive access and control over the perimeter gates to the airfield. LESSEE shall not unlock, tamper or open any Airport perimeter gate on the Leased Premises unless specifically authorized by the COUNTY in writing. In order to meet reasonable requirements for Airport operation and traffic safety and control, COUNTY, at COUNTY's sole discretion, shall determine and may from time to time change the location of ingress and egress connecting the Leased Premises to public road right-of-way or Airport on-site roads and taxiways. Access locations to the Leased Premises from public road right-of-ways shall be limited to a single





## JOHN WAYNE AIRPORT FBO LEASE

---

location unless an additional access point is approved by COUNTY. Should it be necessary for COUNTY to change the location of said access point LESSEE shall be given sixty (60) days prior written notice.

### **SECTION 12.13 AIRPORT MAINTENANCE AND CONSTRUCTION BY COUNTY**

COUNTY may, from time to time, need to perform construction, maintenance, repairs or installations on, near or under the Leased Premises. Such work may include, but is not limited to, construction and maintenance of Airport aprons, taxiways and access roads; repair or installation of utilities; and improvement or repair of Airport drainage. Should such work by COUNTY adversely affect LESSEE's operations within or from the Leased Premises, LESSEE shall only be entitled to a reduction in rent payable to COUNTY during the period of interference which shall be reduced in proportion to the interference with LESSEE's use of the Leased Premises. LESSEE shall not be entitled to any other form of compensation, payment or damages.

### **SECTION 12.14 AMERICANS WITH DISABILITIES ACT**

LESSEE shall be solely and fully responsible for complying with the Americans with Disabilities Act of 1990 ("ADA") in connection with: (a) the Leased Premises or any portion thereof and its operations thereon, LESSEE's furnishings, trade fixtures and equipment; (b) removing physical barriers; (c) providing auxiliary aids and services for use of the LESSEE's furnishings, trade fixtures and equipment, where necessary or required; and (d) modifying its policies, practices and procedures to comply with the ADA. LESSEE shall develop a work plan to correct or avoid any violations or non-compliance with the ADA, and to address the processing of disability complaints. LESSEE shall deliver to the COUNTY, upon the COUNTY's request, a copy of each report and work plan. The COUNTY's approval of or acceptance of any aspect of the LESSEE's activities under this Lease shall not be deemed or construed in any way as a representation that such item, activity of practice complies with the ADA. LESSEE agrees to indemnify, defend, and hold the COUNTY harmless from and against any and all costs incurred by the COUNTY with respect to the LESSEE's failure to comply with the ADA.

## **ARTICLE XIII - MISCELLANEOUS PROVISIONS**

### **SECTION 13.01 TIME**

Time is of the essence in this Lease.

### **SECTION 13.02 LEASE ORGANIZATION**

The various headings and numbers herein, the grouping of provisions of this Lease into separate sections and paragraphs, and the organization hereof, are for the purpose of convenience only and shall not be considered otherwise.



## JOHN WAYNE AIRPORT FBO LEASE

---

### **SECTION 13.03      AMENDMENTS**

This Lease sets forth all of the agreements and understandings of the parties with regard to its subject matter and any modification must be written and properly executed by both parties.

### **SECTION 13.04      SIGNS**

LESSEE agrees not to construct, maintain or allow any sign upon the Leased Premises except as approved by Airport Director. Unapproved signs, banners, flags, etc., may be removed by Airport Director without prior notice to LESSEE.

### **SECTION 13.05      PERMITS AND LICENSES**

LESSEE shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the operation of the Leased Premises as set forth herein. No permit approval or consent given hereunder by COUNTY in its governmental capacity shall affect or limit LESSEE's obligations hereunder, nor shall any approvals or consents given by COUNTY as a party to this Lease, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.

LESSEE's obligation under this section includes the responsibility to pay any and all fees associated with permitting, including any development fees due to the Transportation Corridor Agency which may be assessed at the time of permitting.

### **SECTION 13.06      TAXES AND ASSESSMENTS**

This Lease may create a possessory interest which is subject to the payment of taxes levied on such interest. It is understood and agreed that all taxes and assessments (including but not limited to possessory interest tax, personal property taxes, and taxes and fees associated with permitting, including without limitation any development fees due to the Transportation Corridor Agency) which become due and payable upon the Leased Premises or upon fixtures, equipment, or other property installed or constructed thereon, shall be the full responsibility of LESSEE, and LESSEE shall cause said taxes and assessments to be paid promptly.

### **SECTION 13.07      CIRCUMSTANCES WHICH EXCUSE PERFORMANCE**

If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, restrictive governmental laws or regulations or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. However, nothing in this Section shall excuse LESSEE from the prompt payment of any rental or other charge required of LESSEE except as may be expressly provided elsewhere in this Lease.



## JOHN WAYNE AIRPORT FBO LEASE

---

### **SECTION 13.08      PARTIAL INVALIDITY**

If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

### **SECTION 13.09      WAIVER OF RIGHTS**

The failure of COUNTY or LESSEE to insist upon strict performance of any of the terms, covenants or conditions of this Lease shall not be deemed a waiver of any right or remedy that COUNTY or LESSEE may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants and conditions of the Lease thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant or condition of this Lease. Any waiver, in order to be effective, must be signed by the party whose right or remedy is being waived.

### **SECTION 13.10      RESERVATIONS TO COUNTY**

The Leased Premises are accepted "as is" by LESSEE subject to any and all existing easements and encumbrances. COUNTY reserves the right to install, lay, construct, maintain, repair and operate sanitary sewers, drains, storm water sewers, pipelines, manholes and connections; water, oil and gas pipelines; telephone and telegraph power lines; and the appliances and appurtenances necessary or convenient in connection therewith, in, over, upon, through, across, under and along the Leased Premises or any part thereof; and to enter the Leased Premises for any and all such purposes. COUNTY also reserves the right to grant franchises, easements, rights of way and permits in, over, upon, through, across, under and along any and all portions of the Leased Premises. No right reserved by COUNTY in this Section shall be so exercised as to interfere unreasonably with LESSEE's operations hereunder or to impair the security of any secured creditor of LESSEE.

COUNTY agrees that rights granted to third parties by reason of this Section shall contain provisions that the surface of the land shall be restored as nearly as practicable to its original condition upon the completion of any construction. COUNTY further agrees that should the exercise of these rights temporarily interfere with the use of any or all of the Leased Premises by LESSEE, LESSEE shall only be entitled to a reduction in the rent payable to COUNTY during the period of interference, which shall be reduced in proportion to the interference with LESSEE's use of the Leased Premises. LESSEE shall not be entitled to any other form of compensation.

### **SECTION 13.11      AUTHORITY OF LESSEE**

If LESSEE is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with the by-laws of said corporation, and that this Lease is binding upon said corporation.



## JOHN WAYNE AIRPORT FBO LEASE

---

LESSEE has had access to legal advice from an attorney with respect to the advisability of entering into this Lease. COUNTY has made no statement or representation to LESSEE regarding any fact relied upon in entering into this Lease; and LESSEE did not rely upon any statement, representation, or promise of COUNTY in executing this Lease. LESSEE has made its own independent investigation of all facts pertaining to this Lease and the Lease Premises, and of all the matters pertaining thereto, as LESSEE deemed necessary. LESSEE expressly acknowledges it has read and understood the terms and conditions set forth in this Lease and has authority to execute this Lease.

### **SECTION 13.12 COUNTY REPRESENTATIVE**

The Board of Supervisors hereby designates the Airport Director to be its designated representative for purposes of contact between the COUNTY and LESSEE in connection with this Lease, including, without limitation, the giving of consents and approvals in a timely manner and in accordance with the terms hereof. The Board of Supervisors may at any time, by notice given to LESSEE, remove the Director as the COUNTY's representative and appoint another individual to act as the County's representative.

### **SECTION 13.13 PUBLIC RECORDS**

LESSEE understands that written information submitted to and/or obtained by COUNTY from LESSEE related to this Lease and/or the Leased Premises, either pursuant to this Lease or otherwise, may be open to inspection by the public as required by the California Public Records Act (Government Code § 6250, *et seq.*) as now in force or hereafter amended, or any Act in substitution thereof.

### **SECTION 13.14 NATIONAL SECURITY**

LESSEE agrees to follow all laws, rules, regulations, and/or executive orders of the United States promulgated to protect national security, including, without limitation, the following: (1) the Trading with the Enemy Act of 1917, 50 U.S.C. App. § 1, *et seq.*, as amended; (2) the International Emergency Economic Powers Act of 1976, 50 U.S.C. § 1701, *et seq.*, as amended; (3) the Anti-Terrorism and Arms Export Amendments Act of 1989, codified at Section 6(j) of the Export Administration Act of 1979, 50 U.S.C. App. § 2405W, as amended; (4) Executive Order No. 13224 on Terrorist Financing (effective, September 24, 2001, as may be amended or supplemented); (5) the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 10756, as amended); and (6) the regulations of the United States Department of the Treasury Office of Foreign Assets Control (including the prohibitions against doing business with persons or entities named on the list of "Specially Designated Nationals and Blocked Persons," as modified from time to time).



## JOHN WAYNE AIRPORT FBO LEASE

---

### **SECTION 13.15      RELATIONSHIP OF PARTIES**

The relationship of the parties hereto is that of COUNTY and LESSEE, and it is expressly understood and agreed that COUNTY does not in any way or for any purpose become a partner of LESSEE in the conduct of LESSEE's business or otherwise, or a joint venturer with LESSEE; and the provisions of this Lease and the agreements relating to rent payable hereunder are included solely for the purpose of providing a method by which rental payments are to be measured and ascertained. This Lease is intended for the sole benefit of the parties hereto and their successors, and, unless otherwise provided herein, or by law, no rights are created, or are intended to be created, for the benefit of, or enforceable by, any third parties.

### **SECTION 13.16      ATTORNEYS' FEES**

In any action or proceeding to enforce or interpret any provision of this Lease, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorneys' fees, costs and expenses.

### **SECTION 13.17      PORT OF ENTRY DESIGNATION**

LESSEE acknowledges the Airport's desire to be granted USCBP Port of Entry status by the federal government, and will support Airport in any efforts to that end. LESSEE shall refrain from undertaking any action to diminish the likelihood of the Airport receiving a Port of Entry designation.

### **SECTION 13.18      TRAINING AND CUSTOMER SERVICE PLANS**

LESSEE will implement a customer service plan and training plan as provided for in Training and Customer Service Plan, Exhibit I, attached hereto, which plans may be amended, updated, or superseded from time to time, with the concurrence of the Airport Director.

### **SECTION 13.19      LESSEE'S SERVICE OF ALCOHOL**

LESSEE shall comply with all applicable federal, State, and local laws and regulations for the service of alcohol. LESSEE agrees to adhere to the guidelines of 14 CFR Part 91.17 in serving alcohol to aircraft crewmembers. LESSEE shall maintain appropriate insurance coverage for the service of alcohol.

### **SECTION 13.20      NOTICES**

All notices pursuant to this Lease shall be addressed to either party as set forth below and shall be sent through the United States Mail, in the State of California, duly registered or certified, return receipt requested with postage prepaid or by an overnight carrier service. If any notice is sent by an overnight carrier service, the same shall be deemed to have been served or delivered twenty-four (24) hours after mailing. Notwithstanding the above, COUNTY may also provide notices to



## JOHN WAYNE AIRPORT FBO LEASE

---

LESSEE by personal delivery or by regular mail postage prepaid and any such notice so given shall be deemed to have been given upon the date of personal delivery or three (3) days after the date of deposit in the United States Mail, respectively.

TO: COUNTY

John Wayne Airport  
3160 Airway Avenue  
Costa Mesa, CA 92626

TO: LESSEE

Amir Ghanbarzadeh  
Vice President  
Jay's Aircraft Maintenance, Inc.  
2980 Airway Ave.  
Costa Mesa, CA 92626

Either party hereto may from time to time, by written notice to the other in the method described above, designate a different address which shall be substituted for the one above specified.

*[Signature Page Follows.]*

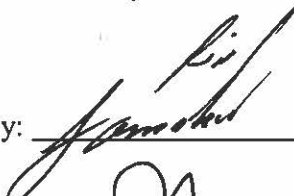





**JOHN WAYNE AIRPORT  
FBO LEASE**

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

LESSEE, Jay's Aircraft Maintenance, Inc.

By:   
By: 

APPROVED AS TO FORM:

County Counsel

By: 

APPROVED AS TO AUDIT AND ACCOUNTING:

Auditor-Controller

By: 

RECOMMENDED FOR APPROVAL:

John Wayne Airport

By:   
Barry A. Rondinella  
Airport Director

Signed and certified that a copy of this document has been delivered to the Chair of the Board per G.C. Sec. 25103, Reso 79-1535  
Attest:

COUNTY

COUNTY OF ORANGE

\_\_\_\_\_  
Robin Stieler  
Clerk of the Board of Supervisors  
County of Orange

\_\_\_\_\_  
Chairwoman, Board of Supervisors

**EXHIBIT A**

**Leased Premises Description**

**LEGAL DESCRIPTION  
JOHN WAYNE AIRPORT  
FBO LEASE SWL-01  
(SHEET 1 OF 2)**

PARCEL SWL-01:

THOSE PORTIONS OF LOTS 140 AND 143, IN BLOCK 6 OF IRVINE SUBDIVISION, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE NORTHWESTERLY BOUNDARY OF JOHN WAYNE AIRPORT WITH THE NORTHEASTERLY LINE OF CORONA DEL MAR FREEWAY, AS SHOWN ON THAT RECORD OF SURVEY NO. 87-1008, FILED IN BOOK 117, PAGES 5 THROUGH 9, INCLUSIVE OF RECORDS OF SURVEYS, IN SAID OFFICE OF THE COUNTY RECORDER; THENCE ALONG SAID NORTHWESTERLY BOUNDARY OF JOHN WAYNE AIRPORT, THE FOLLOWING COURSES: N40°39'13"E 600.97 FEET TO AN ANGLE POINT THEREOF; THENCE N28°48'03"E 819.87 FEET TO AN ANGLE POINT AND N61°09'24"W 59.61 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID NORTHWESTERLY BOUNDARY THE FOLLOWING COURSES: N61°09'24"W 190.64 FEET TO AN ANGLE POINT THEREOF; THENCE N28°47'53"E 489.77 FEET TO AN ANGLE POINT THEREOF; THENCE N68°13'59"W 450.41 FEET TO THE SOUTHEASTERLY BOUNDARY OF AIRWAY AVENUE AS SHOWN ON SAID RECORD OF SURVEY; THENCE ALONG SAID SOUTHEASTERLY BOUNDARY, THE FOLLOWING COURSES: N10°36'05"E 43.16 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1960.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°45'14", AN ARC LENGTH OF 196.83 FEET; THENCE LEAVING SAID SOUTHEASTERLY BOUNDARY OF AIRWAY AVENUE AND ALONG SAID NORTHWESTERLY BOUNDARY OF JOHN WAYNE AIRPORT, THE FOLLOWING COURSES: S68°02'18"E 516.15 FEET TO AN ANGLE POINT THEREOF; AND N28°47'53"E 269.55 FEET; THENCE LEAVING SAID NORTHWESTERLY BOUNDARY, S05°36'14"W 7.56 FEET; THENCE S22°32'04"W 6.55 FEET; THENCE N28°47'24"E 81.87 FEET; THENCE S35°02'44"W 6.55 FEET; THENCE S51°58'34"W 7.54 FEET TO SAID NORTHWESTERLY BOUNDARY OF JOHN WAYNE AIRPORT; THENCE ALONG SAID NORTHWESTERLY BOUNDARY, N28°47'53"E 718.29 FEET; THENCE LEAVING SAID NORTHWESTERLY BOUNDARY, S61°11'49"E 190.73 FEET TO A LINE THAT IS PASSING THROUGH THE TRUE POINT OF BEGINNING AND IS PARALLEL WITH AND DISTANT 59.61 FEET NORTHWESTERLY, AS MEASURED AT RIGHT ANGLES FROM THE NORTHEASTERLY PROLONGATION OF THAT SAID NORTHWESTERLY BOUNDARY OF SAID JOHN WAYNE AIRPORT DESCRIBED ABOVE AS HAVING A BEARING AND DISTANCE OF "N28°48'03"E 819.87 FEET"; THENCE ALONG SAID PARALLEL LINE , S28°48'03"W 1769.78 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINS: 451,885 SQUARE FEET, MORE OR LESS.

**LEGAL DESCRIPTION  
JOHN WAYNE AIRPORT  
FBO LEASE SWL-01  
(SHEET 2 OF 2)**

NOTE:

THIS LEGAL DESCRIPTION WAS NOT PREPARED FOR ANY PURPOSE THAT WOULD BE IN VIOLATION OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT OR LOCAL ORDINANCES OF THE GOVERNING BODY HAVING JURISDICTION.

PREPARED BY:

*Stephanie A. Wagner*

STEPHANIE A. WAGNER, P.L.S. 5752

September 23, 2020.

DATE:



**LEGAL DESCRIPTION  
JOHN WAYNE AIRPORT  
FBO LEASE SWL-02**

PARCEL SWL-02:

THAT PORTION OF LOT 143, IN BLOCK 6 OF IRVINE SUBDIVISION, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE NORTHWESTERLY BOUNDARY OF JOHN WAYNE AIRPORT WITH THE NORTHEASTERLY LINE OF CORONA DEL MAR FREEWAY, AS SHOWN ON THAT RECORD OF SURVEY NO. 87-1008, FILED IN BOOK 117, PAGES 5 THROUGH 9, INCLUSIVE OF RECORD OF SURVEYS, IN SAID OFFICE OF THE COUNTY RECORDER; THENCE ALONG SAID NORTHWESTERLY BOUNDARY OF JOHN WAYNE AIRPORT, N40°39'13"E 163.15 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID NORTHWESTERLY BOUNDARY, THE FOLLOWING COURSES: N40°39'13"E 437.82 FEET TO AN ANGLE POINT THEREOF; AND N28°48'03"E 620.54 FEET; THENCE LEAVING SAID NORTHWESTERLY BOUNDARY, S61°11'52"E 106.85 FEET; THENCE S29°57'51"W 621.88 FEET TO AN ANGLE POINT; THENCE S40°29'50"W 428.20 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 123.96 FEET, A RADIAL LINE TO SAID POINT BEARS N39°43'21"W; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°53'40", AN ARC LENGTH OF 27.90 FEET; THENCE N49°20'47"W 92.09 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINS: 104,020 SQUARE FEET, MORE OR LESS.

NOTE:

THIS LEGAL DESCRIPTION WAS NOT PREPARED FOR ANY PURPOSE THAT WOULD BE IN VIOLATION OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT OR LOCAL ORDINANCES OF THE GOVERNING BODY HAVING JURISDICTION.

PREPARED BY:

*Stephanie A. Wagner*

STEPHANIE A. WAGNER, P.L.S. 5752

September 23, 2020.

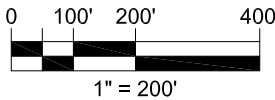
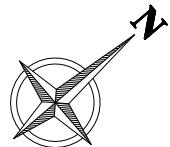
DATE:



**EXHIBIT B**

**Map of Leased Premises**

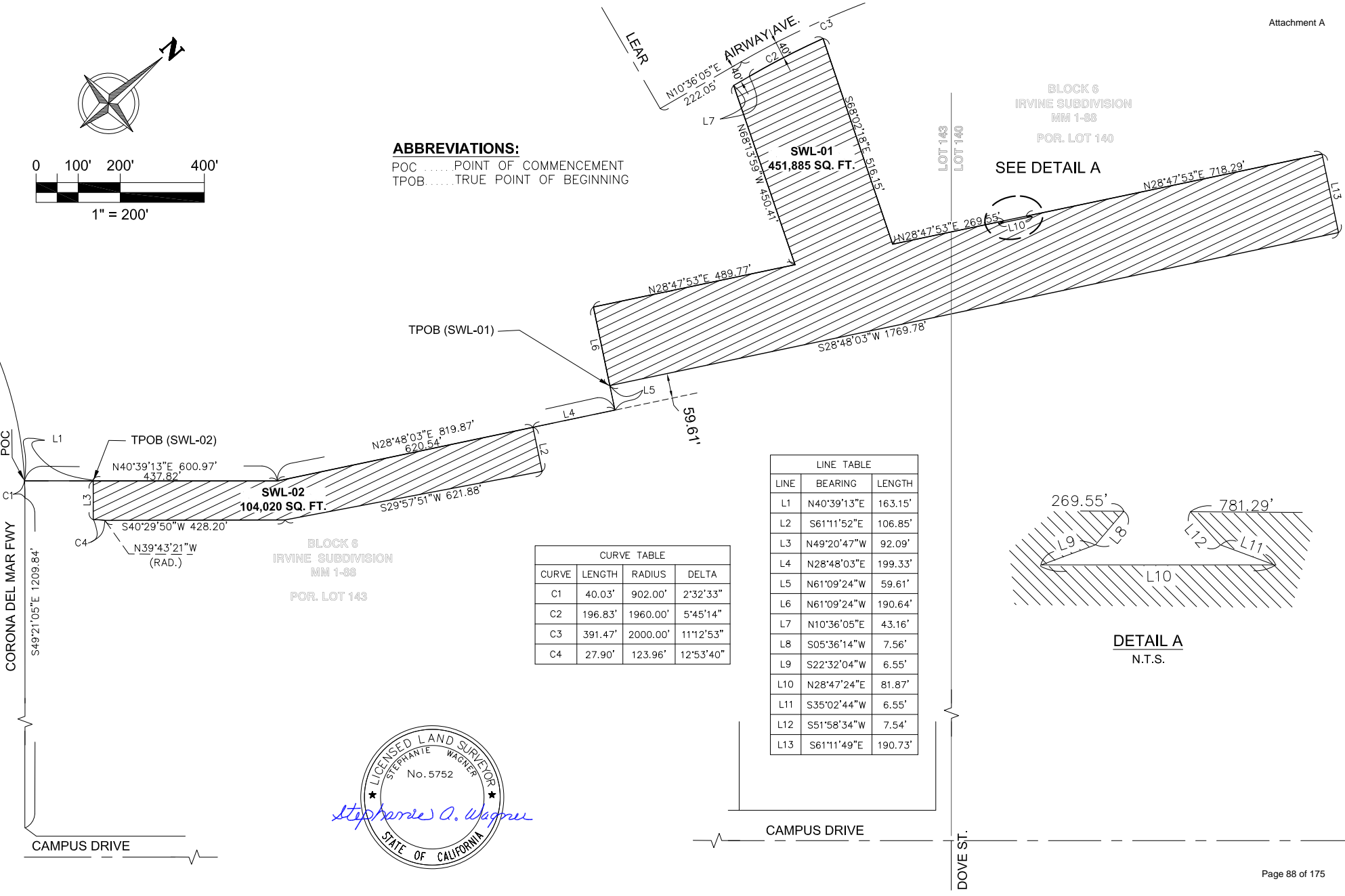




**ABBREVIATIONS:**  
 POC POINT OF COMMENCEMENT  
 TPOB TRUE POINT OF BEGINNING

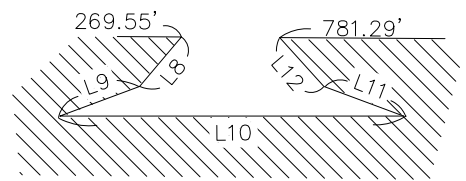
BLOCK 6  
 IRVINE SUBDIVISION  
 MM 1-88  
 POR. LOT 140

SEE DETAIL A



CURVE	LENGTH	RADIUS	DELTA
C1	40.03'	902.00'	2°32'33"
C2	196.83'	1960.00'	5°45'14"
C3	391.47'	2000.00'	11°12'53"
C4	27.90'	123.96'	12°53'40"

LINE	BEARING	LENGTH
L1	N40°39'13"E	163.15'
L2	S61°11'52"E	106.85'
L3	N49°20'47"W	92.09'
L4	N28°48'03"E	199.33'
L5	N61°09'24"W	59.61'
L6	N61°09'24"W	190.64'
L7	N10°36'05"E	43.16'
L8	S05°36'14"W	7.56'
L9	S22°32'04"W	6.55'
L10	N28°47'24"E	81.87'
L11	S35°02'44"W	6.55'
L12	S51°58'34"W	7.54'
L13	S61°11'49"E	190.73'



DETAIL A  
 N.T.S.

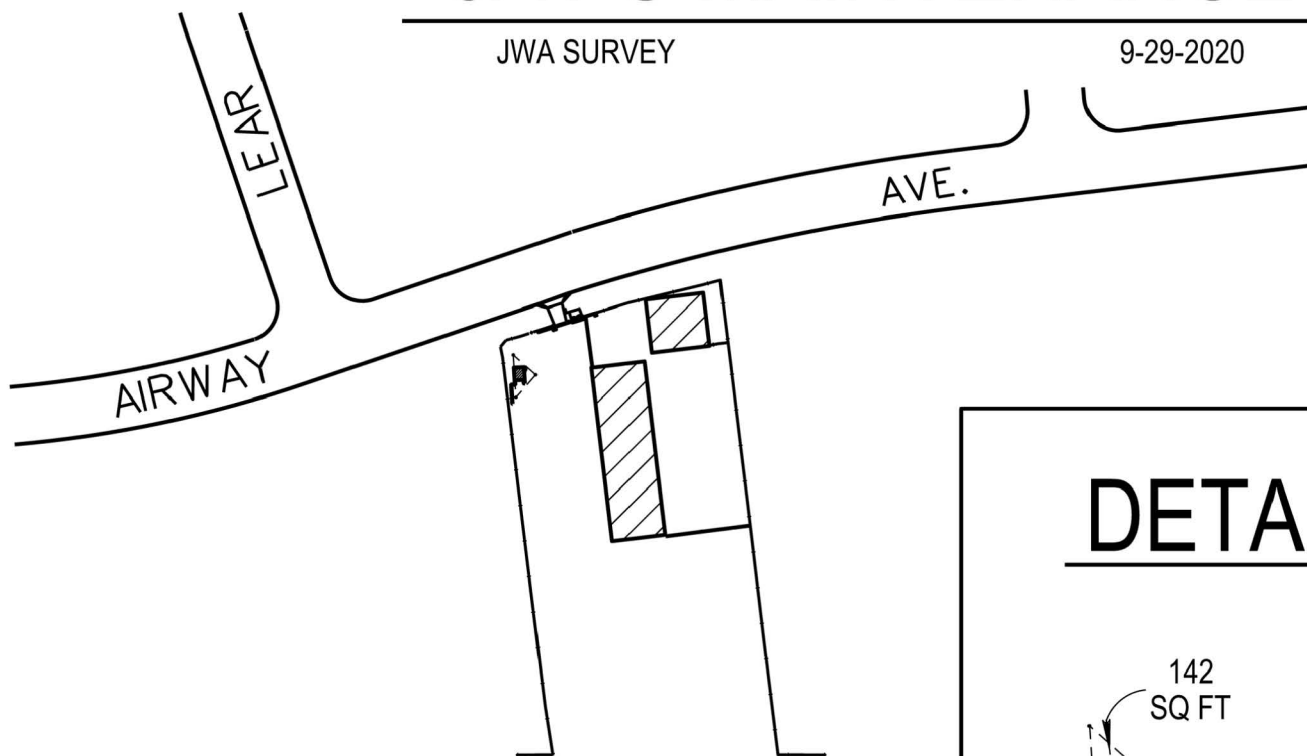
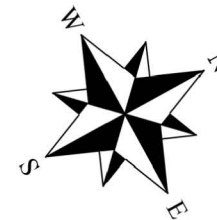


*Stephanie A. Wagner*

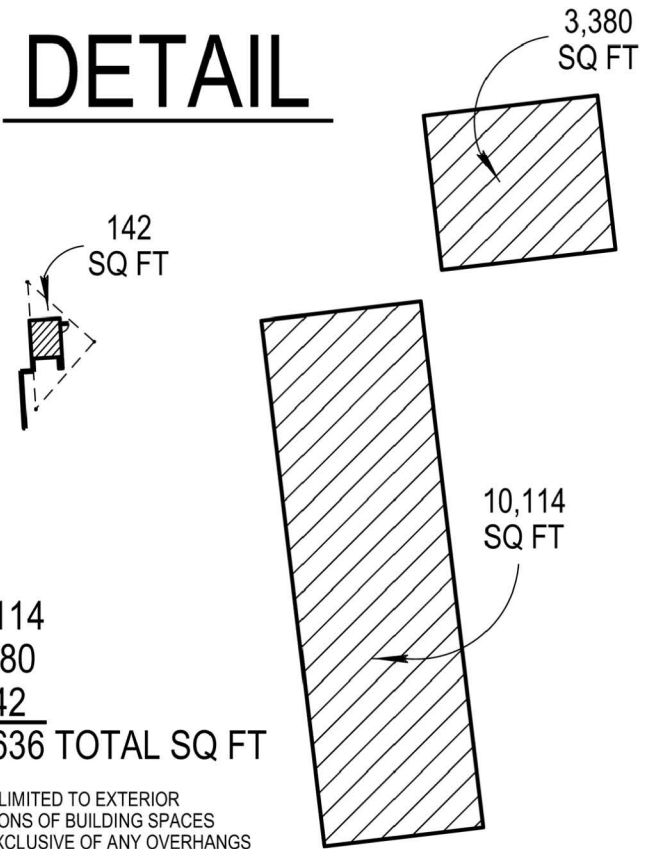
# JAY'S MAINTENANCE

JWA SURVEY

9-29-2020



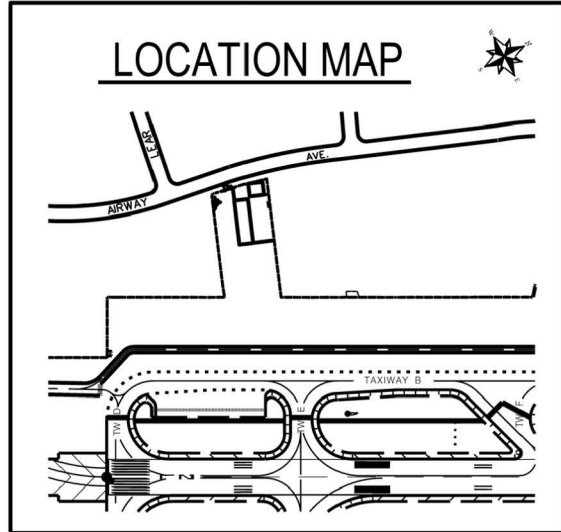
## DETAIL



10,114
3,380
142
<hr/>
13,636 TOTAL SQ FT

AREA IS LIMITED TO EXTERIOR DIMENSIONS OF BUILDING SPACES ONLY, EXCLUSIVE OF ANY OVERHANGS OR STORAGE AREAS.

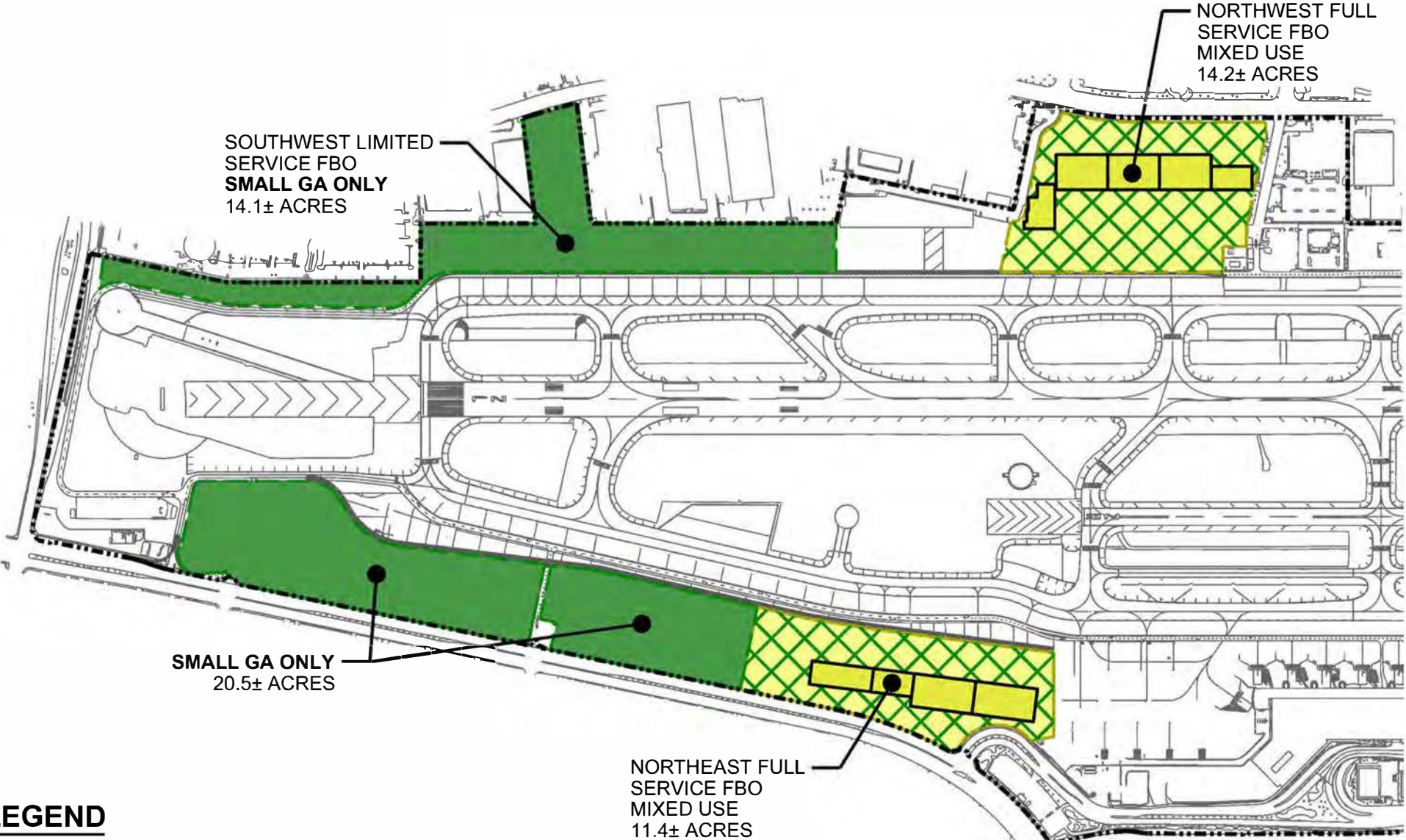
### LOCATION MAP






**EXHIBIT C**

**Proposed Project Map Depicting Mixed Use and Small GA Areas**

# EXHIBIT C



## LEGEND

-  MIXED USE
-  SMALL GA
-  AIRPORT PROPERTY LINE

NOTE: ACREAGE IS APPROXIMATE. FINAL ACREAGE TO BE DETERMINED BY A PROFESSIONAL LAND SURVEYOR.

**EXHIBIT D**  
**LISTING OF EXISTING ENVIRONMENTAL CONDITIONS AND  
HISTORICAL ASSESSMENTS**

**Parcel 3 Southwest Limited FBO**

- a. Amec Foster Wheeler Environment & Infrastructure, Inc. entitled “Hazardous Materials Survey Report, Jay’s Aircraft Maintenance, 2980 Airway Avenue,” dated April 3, 2017.
- b. Amec Foster Wheeler Environment & Infrastructure, Inc. report entitled “Phase II Environmental Site Assessment Report, General Aviation Improvement Program Areas John Wayne Airport,” dated December 14, 2016.
- c. Amec Foster Wheeler Environment & Infrastructure, Inc. report entitled “Environmental Site Assessment Report, 2980 Airway Avenue,” Jay’s Maintenance, John Wayne Airport, August 26, 2015.
- d. Michael Brandman Associates Inc. report entitled “Background Report for John Wayne Airport, Regional Water Quality Control Board, Cleanup and Abatement Order No. 88-123,” dated December 1, 1988.
- e. California Regional Water Quality Control Board, Santa Ana Region document entitled “Cleanup and Abatement Order 88-123 for County of Orange, John Wayne Airport,” dated September 9, 1988.

**EXHIBIT E**  
REQUIREMENTS FOR DIGITAL RECORD FILES

Development plans shall be submitted in accordance with the following standards:

1. PDF Requirements

- Full scale complete set (All sheets and disciplines combined)
- Pages labeled and bookmarked according to sheet name

2. CADD Requirements

- Files must be submitted in the latest editions of AutoCAD or Civil 3D
- Files must meet the latest edition of the JWA CADD Standards

3. GIS Requirements

- Files must be submitted in the latest edition of ArcGIS Pro
- Files must meet the latest edition of the JWA GIS Standards

4. BIM Requirements

- Files must be submitted in the latest edition of Autodesk Revit
- Files must meet the latest edition of the JWA BIM Standards



**EXHIBIT F**  
**Conceptual Plans**

LIMITED-SERVICE FIXED BASE OPERATOR

FOR:

JAY'S AIRCRAFT MAINTENANCE, INC.

COUNTY OF ORANGE - JOHN WAYNE AIRPORT  
GENERAL AVIATION IMPROVEMENT PROGRAM

REQUEST FOR PROPOSALS  
PM 1121 223 0030

SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



2700 SATURN ST. BREA, CA 92821  
T. 714.524.1870 F. 714.524.1875  
WWW.JRMA.COM

Project Revision	
▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
FIXED BASE  
OPERATOR

JAY'S  
AIRCRAFT  
MAINTENANCE,  
INC.

SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



PRELIMINARY  
NOT FOR  
CONSTRUCTION

JRMA & ASSOCIATES SHALL RETAIN ALL COMMON LAW  
STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE  
COPYRIGHT FOR THE DOCUMENT INCLUDING REPRODUCED  
DESIGN AND SPECIFICATIONS.

TITLE SHEET  
AND PROJECT  
DATA

AS NOTED	AS NOTED
DATE XX	SCALE XX
DWN	CRK

JRMA Project No.  
4083

T1.1

PROJECT TEAM

**TENANT/OPERATOR**  
JAY'S AIRCRAFT MAINTENANCE  
2960 AIRWAY AVENUE  
COSTA MESA, CA 92626  
TEL: 714.433.2275  
FAX: 714.433.2207  
CONTACT: AMIR GHANBARZADEH  
EMAIL: SERVICE@JAYS-AIRCRAFT.COM

**ARCHITECT**  
JRMA  
2700 SATURN STREET  
BREA, CA 92821  
TEL: 714.524.1870  
FAX: 714.524.1875  
CONTACT: DAN BIANCO  
EMAIL: DANB@JRMA.COM

**CIVIL AND MEP ENGINEER**  
BURNS & MCDONNELL ENGINEERING, INC.  
140 S. ST COLLEGE BLVD, SUITE 100  
BREA, CA 92821  
TEL: 714.989.5126  
FAX: 714.256.1764  
CONTACT: JILL GEBBY  
EMAIL: JGEBBY@BURNSMCD.COM

**STRUCTURAL ENGINEER**  
JRMA  
2700 SATURN STREET  
BREA, CA 92821  
TEL: 714.524.1870  
FAX: 714.524.1875  
CONTACT: WIL HANNA  
EMAIL: WILHANNA@JRMA.COM

VICINITY MAP



PROJECT INFORMATION

**PROJECT DESCRIPTION**  
PROPOSED LIMITED-SERVICE FIXED BASE OPERATOR AVIATION DEVELOPMENT FOR SOUTHWEST SITE OF JOHN WAYNE AIRPORT. THE PROJECT CONSISTS OF HANGARS, BOX HANGARS, T-HANGARS, TIE-DOWN AREA, RAMP AREA, VEHICULAR PARKING/DRIVEWAYS, LANDSCAPING AND ASSOCIATED SITE IMPROVEMENTS.

**APPLICABLE CODES**  
BUILDING CODE: 2019 CALIFORNIA BUILDING CODE (BASED ON 2015 IBC)  
MECHANICAL CODE: 2019 CALIFORNIA MECHANICAL CODE (BASED ON 2015 IMC)  
PLUMBING CODE: 2019 CALIFORNIA PLUMBING CODE (BASED ON 2015 IPC)  
ELECTRICAL CODE: 2019 CALIFORNIA ELECTRICAL CODE (BASED ON 2014 NEC)  
ENERGY CODE: 2019 CALIFORNIA ENERGY CODE  
NFPA: 2019 NFPA 409 (FIRE SUPPRESSION AND FIRE AREA ONLY)  
GREEN BUILDING CODE: 2019 CAL GREEN CODE (BASED ON 2016 T.24)

**BUILDING CODE INFORMATION**  
HANGAR OCCUPANCY: S-OCCUPANCY  
HANGAR OFFICE OCCUPANCY: B-OCCUPANCY  
BUILDING OCCUPANCY TYPE: (B) OFFICE  
BUILDING CONSTRUCTION TYPE: II-B (ALL BUILDINGS)  
SPRINKLER SYSTEM: YES (ALL BUILDINGS)  
HANGAR FOAM SYSTEM (PER NFPA 409): YES (AT FBO HANGARS)  
NFPA CONSTRUCTION TYPE: TYPE 000  
NFPA HANGAR GROUP: GROUP I

**SITE INFORMATION:**  
SITE AREA: 570,113 S.F. (13.09 ACRES)  
GENERAL PLAN DESIGNATION: GENERAL AVIATION  
BUILDING FLOORS: HANGAR - SINGLE STORY  
OFFICE - SINGLE AND 2-STORY  
HEIGHT:  
FBO / HANGARS: 39'-0"  
BOX HANGARS (GROUPS 1-6): 38'-0"  
T-HANGARS (GROUPS 1-4): 19'-10"

**SITE AND BUILDING AREA SUMMARY:**  
REFER TO SHEET A1.2

SHEET INDEX

GENERAL

TT.1 TITLE SHEET AND PROJECT DATA

ARCHITECTURAL

- A1.1 OVERALL AIRPORT SITE PLAN
- A1.2 OVERALL SITE PLAN
- A1.3 ENLARGED SITE PLAN - PHASE 1
- A1.4 ENLARGED SITE PLAN - PHASE 2
- A1.5 ENLARGED SITE PLAN AT THE TIE-DOWN - PHASE 1
- A2.1 OVERALL PHASING SITE PLAN
- A3.1 ENLARGED CIRCULATION SITE PLAN - PHASE 1
- A3.2 ENLARGED CIRCULATION SITE PLAN - PHASE 2
- A3.3 ENLARGED CIRCULATION SITE PLAN AT THE TIE-DOWN - PHASE 1
- A4.1 OVERALL AIRCRAFT DISPLACEMENT SITE PLAN
- A4.2 ENLARGED AIRCRAFT DISPLACEMENT SITE PLAN - PHASES 1
- A4.3 ENLARGED AIRCRAFT DISPLACEMENT SITE PLAN - PHASE 2
- A4.4 AIRCRAFT DISPLACEMENT SITE PLAN AT THE TIE-DOWN - PHASE 1
- A5.1 OVERALL FENCING AND SECURITY SITE PLAN
- A6.1 FBO & HANGARS FIRST FLOOR PLAN
- A6.2 FBO & HANGARS PARTIAL FLOOR PLAN
- A6.3 FBO & HANGARS PARTIAL SECOND FLOOR PLAN
- A6.4 FBO & HANGARS PARTIAL SECOND FLOOR PLAN
- A6.5 BOX HANGAR GROUP 1 FLOOR PLAN
- A6.6 NOT USED
- A6.7 NOT USED
- A6.8 NOT USED
- A6.9 NOT USED
- A6.10 NOT USED
- A6.11 T HANGAR GROUPS 1-3 FLOOR PLAN
- A6.12 T HANGAR GROUP 4 FLOOR PLAN
- A7.1 FBO & HANGARS EXTERIOR ELEVATIONS
- A7.2 FBO & HANGARS EXTERIOR ELEVATIONS
- A7.3 FBO & HANGARS EXTERIOR ELEVATIONS
- A7.4 BOX HANGAR GROUP 1 EXTERIOR ELEVATIONS
- A7.5 NOT USED
- A7.6 NOT USED
- A7.7 NOT USED
- A7.8 NOT USED
- A7.9 NOT USED
- A7.10 T HANGAR GROUPS 1-3 EXTERIOR ELEVATIONS
- A7.11 T HANGAR GROUP 4 EXTERIOR ELEVATIONS
- A8.1 FBO & HANGARS BUILDING SECTIONS
- A9.1 AERIAL RENDERINGS 1
- A9.2 AERIAL RENDERINGS 2
- A9.3 FBO EXTERIOR RENDERINGS 1
- A9.4 FBO EXTERIOR RENDERINGS 2
- A9.5 FBO EXTERIOR MATERIALS
- A9.6 HANGAR EXTERIOR RENDERINGS 1

ARCHITECTURAL (CONTINUED)

- A9.7 HANGAR EXTERIOR RENDERINGS 2
- A9.8 HANGAR EXTERIOR MATERIALS
- A9.9 BOX HANGARS EXTERIOR RENDERINGS
- A9.10 BOX HANGAR EXTERIOR MATERIALS
- A9.11 T HANGARS EXTERIOR RENDERINGS
- A9.12 T HANGARS EXTERIOR MATERIALS

INTERIOR DESIGN

- ID.1 FBO FIRST FLOOR LOBBY
- ID.2 FBO FIRST FLOOR LOBBY 2
- ID.3 FBO FIRST FLOOR LOBBY MATERIALS
- ID.2.1 FBO SECOND FLOOR LOUNGE
- ID.2.2 FBO SECOND FLOOR STAIR
- ID.2.3 FBO SECOND FLOOR LOUNGE MATERIALS

LANDSCAPE

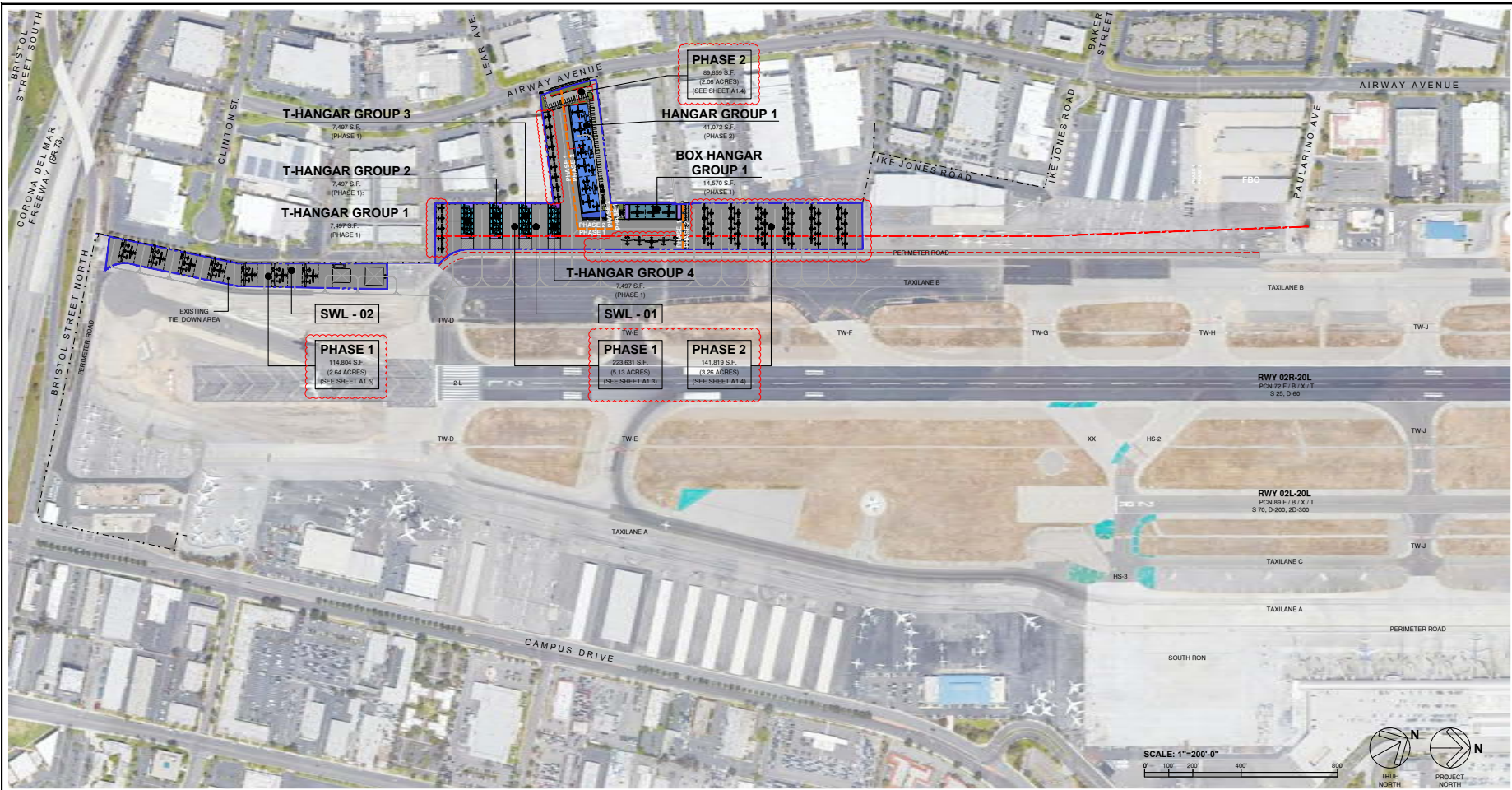
- L.1.1 LANDSCAPE CONCEPT

SUSTAINABLE DESIGN

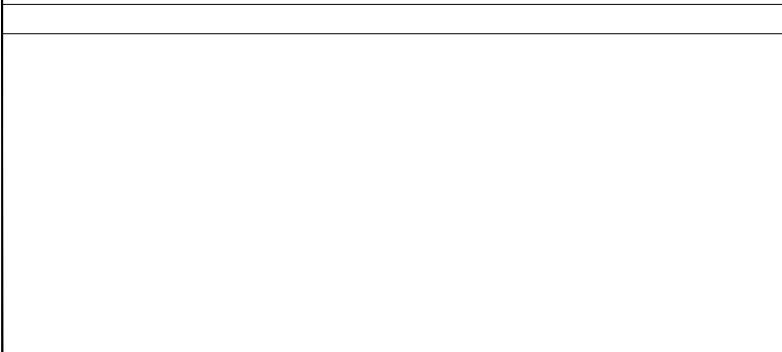
- SD1.1 SUSTAINABLE DESIGN

CIVIL

- SW-XD01 DEMOLITION PLAN
- SW-XD02 DEMOLITION PLAN
- SW-CG01 GRADING PLAN
- SW-CG02 GRADING PLAN
- SW-CS01 INNER STATIONING OF AIRSPACE PLAN
- SW-CU01 UTILITY PLAN
- SW-CU02 UTILITY PLAN
- SW-EW01 EARTHWORK
- SW-EW02 EARTHWORK



**OVERALL AIRPORT SITE PLAN** SCALE 1" = 200'-0"



**VICINITY MAP** SCALE 1" = 200'-0"

LEGEND	
	BOX HANGAR - GROUP 1 80' x 52' (12'-0" HIGH DOORS) (PHASE 1)
	HANGAR OFFICE / SHOP (SINGLE STORY, PHASE 1)
	T-HANGAR - GROUPS 1, 2, 3 & 4 147' x 51' (12'-0" HIGH DOORS) (PHASE 1)
	T-HANGAR - GROUP 4 RESTROOM (PHASE 1)
	HANGAR GROUP 1 75' x 80' (24'-0" HIGH DOORS) (PHASE 2)
	HANGAR GROUP 1 OFFICE / LIMITED SERVICE FBO (2-STORY, PHASE 2)
	EXISTING BUILDING AREA TO BE REMOVED
	LANDSCAPING
	DECORATIVE CONC. PAVING
	VEHICULAR PAVING & DRIVE AISLE
	PROPOSED REFURBISHED RAMP
	PROPOSED TRANSIENT AIRCRAFT PARKING
	23'-0" WIDE ACCESS PATH FROM FREIGHT GATE TO PERIMETER ROAD
	LEASE LINE
	BRL LINE
	PHASE LINE
	ADA FENCE
	EXISTING ADA FENCE
	EXISTING FENCE TO BE REMOVED
	TAXILANE



2700 SATURN ST. BREA, CA 92821  
T. 714.524.1870 F. 714.524.1875  
WWW.JRMA.COM

Project Revision	
▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
FIXED BASE  
OPERATOR

**JAY'S  
AIRCRAFT  
MAINTENANCE,  
INC.**

SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



PRELIMINARY  
NOT FOR  
CONSTRUCTION

JRMALLER & ASSOCIATES SHALL RETAIN ALL COMMON-LAW,  
STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE  
COPYRIGHT FOR THE DOCUMENT INCLUDING REPRODUCED  
DESIGNS AND SPECIFICATIONS.

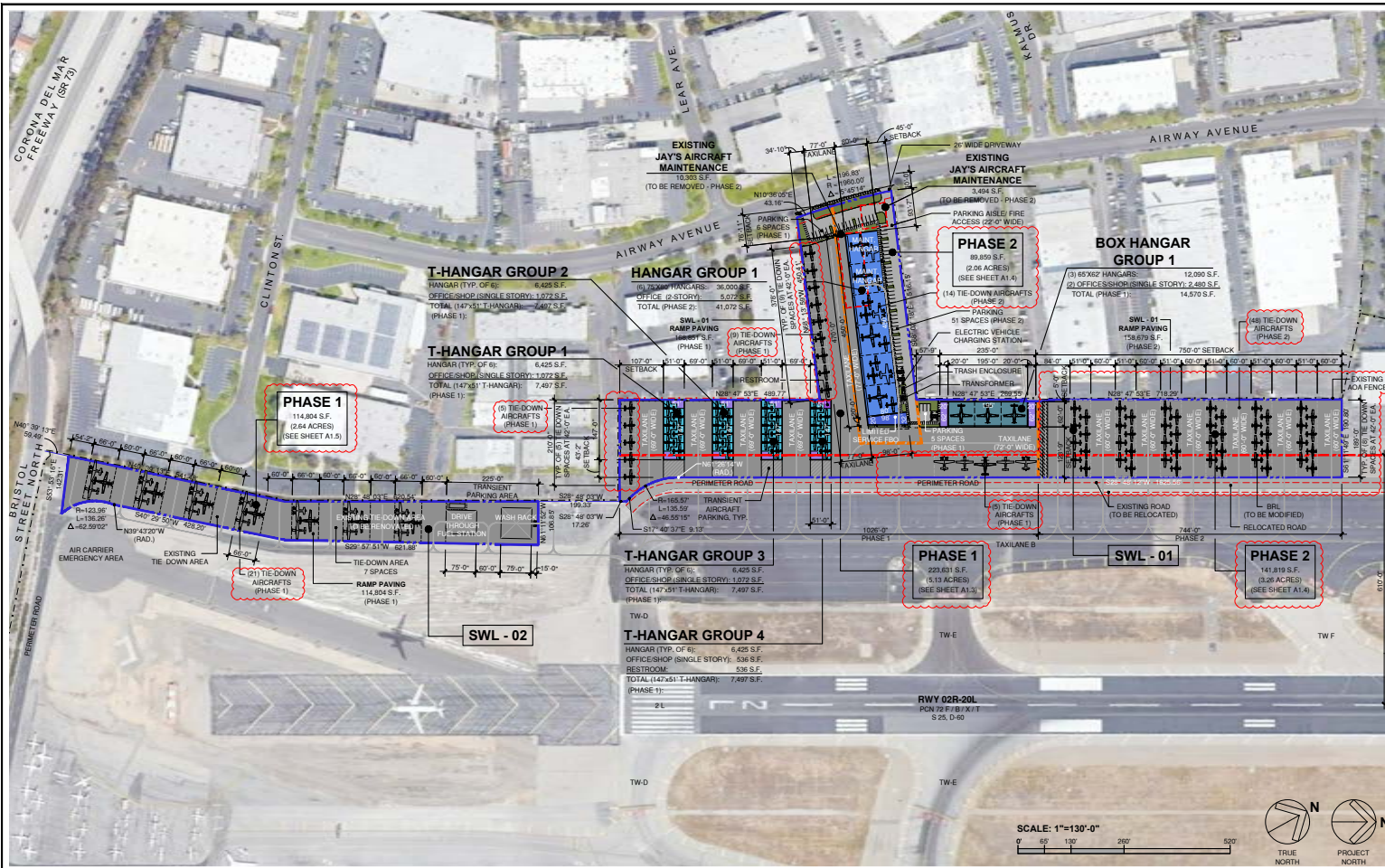
**OVERALL  
AIRPORT  
SITE PLAN**

AS NOTED	AS NOTED
DATE XX	SCALE XX
DWN	CRK

JRMA Project No.  
4083

**A1.1**





### BUILDING SUMMARY

#### PROPOSED BUILDINGS

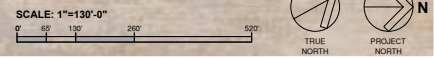
PHASE 1	
BOX HANGAR GROUP 1	
(1) HANGARS (85x127)	12,090 S.F.
(1) OFFICE/SHOP (SINGLE STORY)	2,480 S.F.
<b>SUBTOTAL</b>	<b>14,570 S.F.</b>
T-HANGAR GROUP 1	
HANGAR	6,425 S.F.
OFFICE/SHOP (SINGLE STORY)	1,072 S.F.
<b>SUBTOTAL (147,511 HANGAR)</b>	<b>7,497 S.F.</b>
T-HANGAR GROUP 2	
HANGAR	6,425 S.F.
OFFICE/SHOP (SINGLE STORY)	1,072 S.F.
<b>SUBTOTAL (147,511 HANGAR)</b>	<b>7,497 S.F.</b>
T-HANGAR GROUP 3	
HANGAR	6,425 S.F.
OFFICE/SHOP (SINGLE STORY)	1,072 S.F.
<b>SUBTOTAL (147,511 HANGAR)</b>	<b>7,497 S.F.</b>
T-HANGAR GROUP 4	
HANGAR	6,425 S.F.
OFFICE/SHOP (SINGLE STORY)	536 S.F.
RESTROOM	536 S.F.
<b>SUBTOTAL (147,511 HANGAR)</b>	<b>7,497 S.F.</b>
<b>TOTAL PROPOSED BUILDING AREA - PHASE 1</b>	<b>44,558 S.F.</b>

PHASE 2	
HANGAR GROUP 1	
(6) HANGARS (75x107)	36,000 S.F.
OFFICE / LIMITED SERVICE FBO (2-STORY)	9,072 S.F.
<b>TOTAL PROPOSED BUILDING AREA - PHASE 2</b>	<b>45,072 S.F.</b>
<b>TOTAL PROPOSED BUILDING AREA</b>	<b>89,630 S.F.</b>

#### DEMOLITION SUMMARY

PHASE 2	
JAY'S AIRCRAFT MAINTENANCE	10,303 S.F.
JAY'S AIRCRAFT MAINTENANCE	3,494 S.F.
<b>TOTAL BUILDING AREA TO BE REMOVED - PHASE 2</b>	<b>13,797 S.F.</b>

### OVERALL SITE PLAN



#### LEGEND

BOX HANGAR - GROUP 1 (85' x 127' HIGH DOORS) (PHASE 1)	LANDSCAPING	BRL LINE
HANGAR OFFICE / SHOP (SINGLE STORY, PHASE 1)	DECORATIVE CONC. PAVING	PHASE LINE
T-HANGAR - GROUPS 1, 2, 3 & 4 (127' x 81' HIGH DOORS) (PHASE 1)	VEHICULAR PAVING & DRIVE AISLE	AOA FENCE
T-HANGAR - GROUP 4 RESTROOM (PHASE 1)	PROPOSED REFURBISHED RAMP	EXISTING AOA FENCE
HANGAR GROUP 1 (75' x 87' HIGH DOORS) (PHASE 2)	PROPOSED TRANSIENT AIRCRAFT PARKING	EXISTING FENCE TO BE REMOVED
HANGAR GROUP 1 OFFICE / LIMITED SERVICE FBO (2-STORY, PHASE 2)	23'-0" WIDE ACCESS PATH FROM FREIGHT GATE TO PERIMETER ROAD	TAXILANE
EXISTING BUILDING AREA TO BE REMOVED	LEASE LINE	

#### AIRCRAFT (FOR ILLUSTRATIVE PURPOSES)

CESSNA 172	CIRRUS VISION SF50
TBM 650	CIRRUS SR22
PC-12	KING AIR C90B

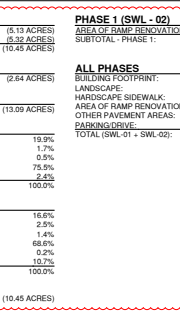
#### SITE SUMMARY

LEASEHOLD (SWL - 01)	LEASEHOLD (SWL - 02)	LEASEHOLD (SWL - 01 + SWL - 02)
PHASE 1: 223,631 S.F. (5.13 ACRES)	PHASE 1: 114,804 S.F. (2.64 ACRES)	PHASE 1: 114,804 S.F. (2.64 ACRES)
PHASE 2: 231,678 S.F. (5.32 ACRES)	PHASE 2: 231,678 S.F. (5.32 ACRES)	PHASE 2: 231,678 S.F. (5.32 ACRES)
<b>TOTAL (SWL-01 PHASES 1 + 2): 455,309 S.F. (10.45 ACRES)</b>	<b>TOTAL (SWL-01 + SWL-02): 446,482 S.F. (10.27 ACRES)</b>	<b>TOTAL (SWL-01 + SWL-02): 446,482 S.F. (10.27 ACRES)</b>

#### PARKING SUMMARY

ON-SITE PARKING	ALL PHASES
STANDARD PARKING SPACES: 9	BUILDING FOOTPRINT: 89,094 S.F. 14.6%
ELECTRIC VEHICLE CHARGING STATIONS: 3	LANDSCAPE: 9,489 S.F. 1.6%
ADA PARKING SPACES: 2	HARDSCAPE SIDEWALK: 4,916 S.F. 0.8%
<b>TOTAL SPACES - PHASE 1: 11</b>	AREA OF RAMP RENOVATION: 442,334 S.F. 77.6%
STANDARD PARKING SPACES: 46	OTHER PAVEMENT AREAS: 534 S.F. 0.2%
ELECTRIC VEHICLE CHARGING STATIONS: 3	PARKING DRIVE: 39,146 S.F. 6.2%
ADA PARKING SPACES: 2	<b>TOTAL (SWL-01 + SWL-02): 570,173 S.F. 100.0%</b>
<b>TOTAL SPACES - PHASE 2: 51</b>	
STANDARD PARKING SPACES: 58	
ELECTRIC VEHICLE CHARGING STATIONS: 3	
ADA PARKING SPACES: 2	
<b>TOTAL SPACES - ALL PHASES: 62</b>	
<b>TOTAL SPACES REQUIRED PER THE EIR: 62</b>	

#### KEY MAP



2700 SATURN ST. BREA, CA 92821  
T. 714.524.1870 F. 714.524.1875  
WWW.JRMA.COM

Project Revision	DATE
RFP SUBMITTAL	12.19.2019
ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
FIXED BASE  
OPERATOR

JAY'S AIRCRAFT  
MAINTENANCE,  
INC.

SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



PRELIMINARY  
NOT FOR  
CONSTRUCTION

AS NOTED  
DATE: XX  
DWN

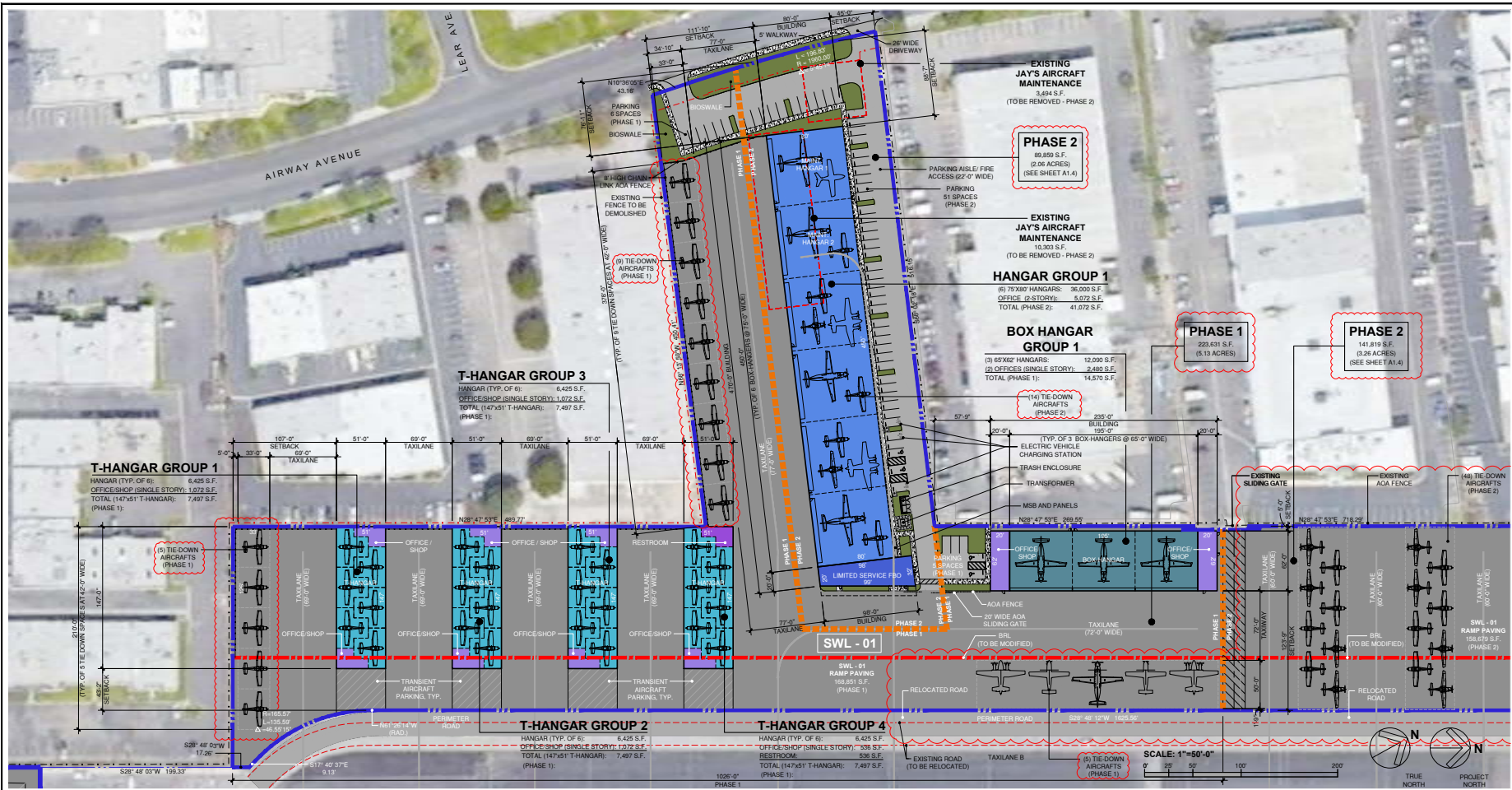
AS NOTED  
SCALE: XX  
CRK

### OVERALL SITE PLAN

JRMA Project No.  
4083

A1.2





**JRMA**  
ARCHITECTS ENGINEERS

2700 SATURN ST. BREA, CA 92821  
T. 714.524.1870 F. 714.524.1875  
WWW.JRMA.COM

Project Revision

RFI SUBMITTAL	12.19.2019
ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
FIXED BASE  
OPERATOR

**JAY'S AIRCRAFT  
MAINTENANCE,  
INC.**

SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



PRELIMINARY  
NOT FOR  
CONSTRUCTION

LEGEND		AIRCRAFT (FOR ILLUSTRATIVE PURPOSES)		BUILDING SUMMARY		SITE SUMMARY		PARKING SUMMARY		KEY MAP	
	BOX HANGAR - GROUP (5' x 62' HIGH DOORS) (PHASE 1)		LANDSCAPING		CESSNA 172		<b>PHASE 1</b> PROPOSED BUILDINGS		STANDARD PARKING SPACES		PHASE 1
	HANGAR OFFICE / SHOP (SINGLE STORY, PHASE 1)		DECORATIVE CONC. PAVING		CIRRUS VISION SF50		<b>PHASE 2</b> PROPOSED BUILDINGS		ADA PARKING SPACES		PHASE 2
	T-HANGAR - GROUPS 1, 2, 3 & 4 (12' x 51' HIGH DOORS) (PHASE 1)		VEHICULAR PAVING & DRIVE AISLE		TIM 850		<b>PHASE 1</b> LEASEHOLD BUILDINGS		TOTAL SPACES - PHASE 1:		PHASE 1 & 2
	T-HANGAR - GROUP 4 RESTROOM (PHASE 1)		PROPOSED REFURBISHED RAMP		CIRRUS SR22		<b>PHASE 2</b> LEASEHOLD BUILDINGS		TOTAL SPACES - PHASE 2:		PHASE 1 & 2
	HANGAR GROUP 1 75' x 80' (24'-0" HIGH DOORS) (PHASE 2)		PROPOSED TRANSIENT AIRCRAFT PARKING		PC-12		<b>PHASE 1</b> LEASEHOLD BUILDINGS		TOTAL SPACES - PHASE 1:		PHASE 1 & 2
	HANGAR GROUP 1 OFFICE / LIMITED SERVICE FBO (2-STORY, PHASE 2)		23'-0" WIDE ACCESS PATH FROM FREIGHT GATE TO PERIMETER ROAD		KING AIR C90B		<b>PHASE 2</b> LEASEHOLD BUILDINGS		TOTAL SPACES - PHASE 2:		PHASE 1 & 2
	EXISTING BUILDING AREA TO BE REMOVED		BRL LINE				<b>PHASE 1</b> LEASEHOLD BUILDINGS		TOTAL SPACES - PHASE 1:		PHASE 1 & 2
	PHASE LINE		EXISTING FENCE TO BE REMOVED				<b>PHASE 2</b> LEASEHOLD BUILDINGS		TOTAL SPACES - PHASE 2:		PHASE 1 & 2
	TAXILANE		TAXILANE				<b>PHASE 1</b> LEASEHOLD BUILDINGS		TOTAL SPACES - PHASE 1:		PHASE 1 & 2
	LEASE LINE						<b>PHASE 2</b> LEASEHOLD BUILDINGS		TOTAL SPACES - PHASE 2:		PHASE 1 & 2

SCALE  
1" = 50'-0"

PRELIMINARY  
NOT FOR  
CONSTRUCTION

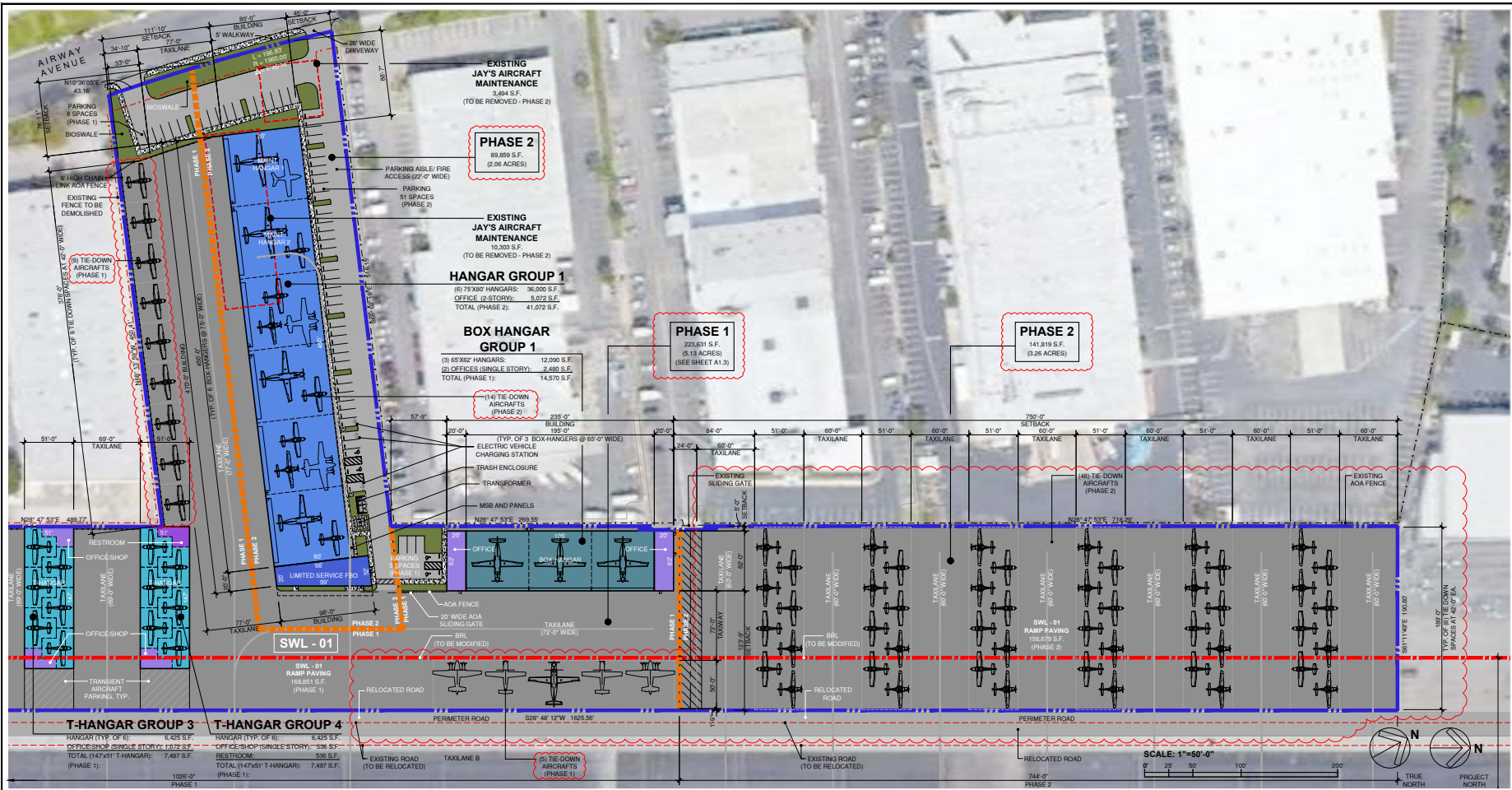
ENLARGED  
SITE PLAN  
PHASE 1

AS NOTED  
DATE: XX  
DWN

AS NOTED  
SCALE: XX  
CRK

JRMA Project No.  
4083

**A1.3**



**ENLARGED SITE PLAN - PHASE 2** SCALE 1" = 50'-0" 1

LEGEND	AIRCRAFT (FOR ILLUSTRATIVE PURPOSES)	BUILDING SUMMARY	SITE SUMMARY	PARKING SUMMARY	KEY MAP
<p><b>BOX HANGAR - GROUP 1</b> (52' x 62' (18'-0" HIGH DOORS) (PHASE 1))</p> <p><b>HANGAR OFFICE / SHOP</b> (SINGLE STORY, PHASE 1)</p> <p><b>T-HANGAR - GROUPS 1, 2, 3 &amp; 4</b> (12'-0" x 81' (12'-0" HIGH DOORS) (PHASE 1))</p> <p><b>T-HANGAR - GROUP 4</b> (RESTROOM (PHASE 1))</p> <p><b>HANGAR GROUP 1</b> (75' x 80' (24'-0" HIGH DOORS) (PHASE 2))</p> <p><b>HANGAR GROUP 1</b> (OFFICE / LIMITED SERVICE FBO (2-STORY, PHASE 2))</p> <p><b>EXISTING BUILDING AREA TO BE REMOVED</b></p>	<p><b>LANDSCAPING</b></p> <p><b>DECORATIVE CONC. PAVING</b></p> <p><b>VEHICULAR PAVING &amp; DRIVE AISLE</b></p> <p><b>PROPOSED REFURBISHED RAMP</b></p> <p><b>PROPOSED TRANSIENT AIRCRAFT PARKING</b></p> <p><b>23'-0" WIDE ACCESS PATH FROM FREIGHT GATE TO PERIMETER ROAD</b></p> <p><b>BR L LINE</b></p> <p><b>PHASE LINE</b></p> <p><b>AOA FENCE</b></p> <p><b>EXISTING AOA FENCE</b></p> <p><b>EXISTING FENCE TO BE REMOVED</b></p> <p><b>TAXILANE</b></p> <p><b>LEASE LINE</b></p>	<p><b>PROPOSED BUILDINGS</b></p> <p><b>PHASE 2</b></p> <p><b>HANGAR GROUP 1</b> (6 HANGARS (75'x81'): 38,000 S.F. OFFICE / LIMITED SERVICE FBO (2-STORY): 5,072 S.F. TOTAL PROPOSED BUILDING AREA - PHASE 2: 41,072 S.F.</p> <p><b>DEMOLITION SUMMARY</b></p> <p><b>PHASE 2</b></p> <p>JAY'S AIRCRAFT MAINTENANCE: 10,303 S.F. JAY'S AIRCRAFT MAINTENANCE: 3,484 S.F. TOTAL BUILDING AREA TO BE REMOVED - PHASE 2: 13,787 S.F.</p>	<p><b>LEASEHOLD (SWL - 01)</b></p> <p>PHASE 1: 223,631 S.F. (5.13 ACRES) PHASE 2: 291,678 S.F. (6.62 ACRES) SUBTOTAL SWL-01 (PHASES 1 + 2): 495,309 S.F. (10.45 ACRES)</p> <p><b>LEASEHOLD (SWL - 02)</b></p> <p>PHASE 2: 114,804 S.F. (2.64 ACRES)</p> <p><b>LEASEHOLD (SWL - 01 + SWL - 02)</b></p> <p>TOTAL (SWL-01 + SWL-02): 570,113 S.F. (13.09 ACRES)</p> <p><b>PHASE 2 (SWL - 01)</b></p> <p>BUILDING FOOTPRINT: 38,538 S.F. 16.6% LANDSCAPE: 5,000 S.F. 2.5% HANGAR/SIDEWALK: 3,300 S.F. 1.4% AREA OF RAMP RENOVATION: 158,670 S.F. 68.6% OTHER PAVEMENT AREAS: 524 S.F. 0.2% PARKING/DRIVE: 24,901 S.F. 10.7% TOTAL: 231,678 S.F. 9.5% TOTAL - PHASE 2: (5.32 ACRES)</p>	<p><b>ON-SITE PARKING</b></p> <p><b>PHASE 2</b></p> <p>STANDARD PARKING SPACES: 48 ELECTRIC VEHICLE CHARGING STATIONS: 3 AOA PARKING SPACES: 2 TOTAL SPACES - PHASE 2: 51</p>	<p><b>KEY MAP</b></p> <p>PHASE 1 PHASE 2 AIRWAY AVENUE CAMPUS DRIVE RUNWAY AND TAXILANES</p> <p>PHASE 1 PHASE 2</p>



2700 SATURN ST. BREA, CA 92821  
T. 714.524.1870 F. 714.524.1875  
WWW.JRMA.COM

Project Revision

RFI SUBMITTAL	12.19.2019
ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
FIXED BASE  
OPERATOR

JAY'S  
AIRCRAFT  
MAINTENANCE,  
INC.

JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



PRELIMINARY  
NOT FOR  
CONSTRUCTION

JRMA & ASSOCIATES SHALL RETAIN ALL COPYRIGHT AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT FOR THE DOCUMENT INCLUDING REPRODUCTION, DESIGN AND SPECIFICATIONS.

**ENLARGED  
SITE PLAN  
PHASE 2**

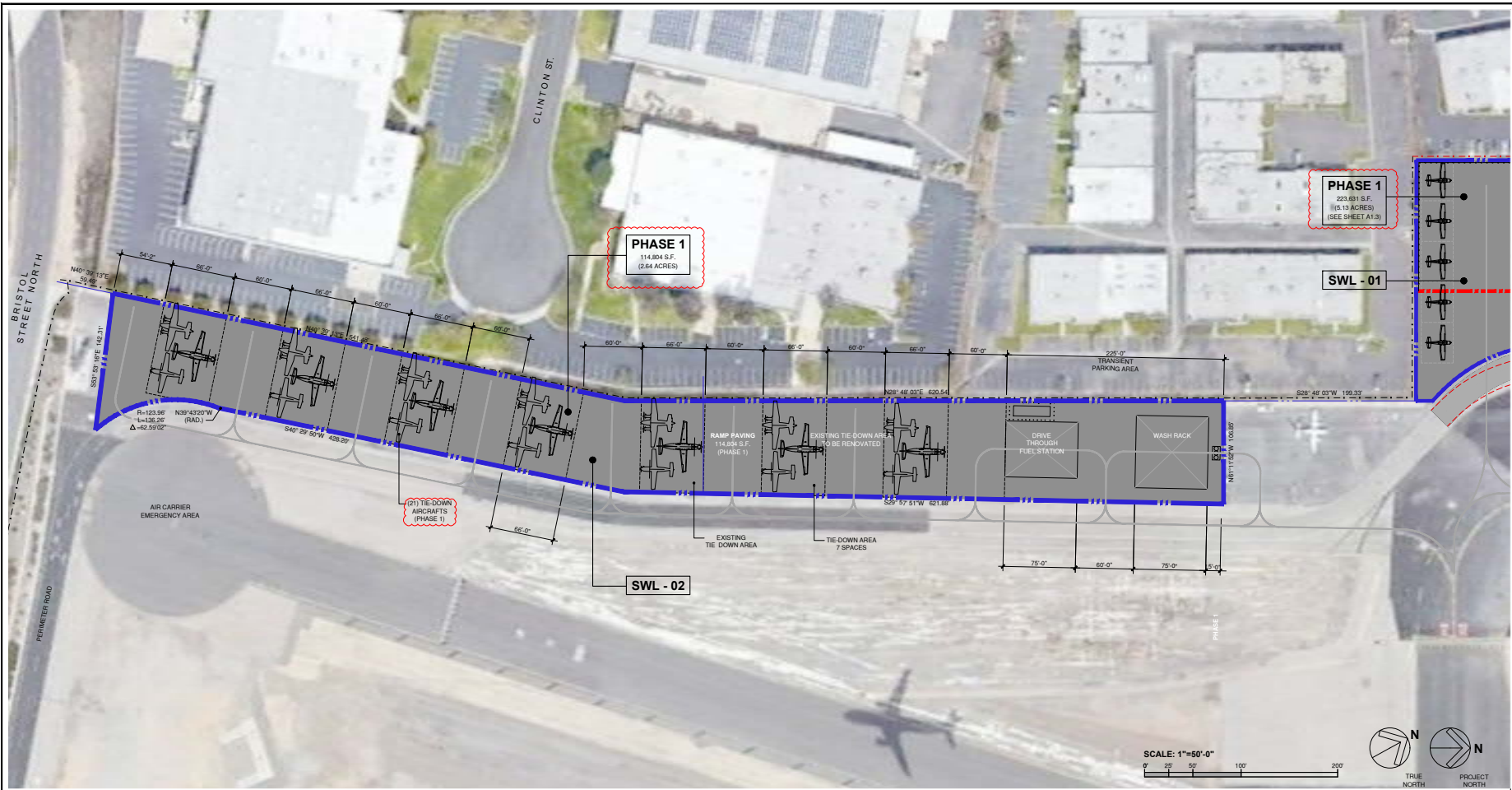
AS NOTED  
DATE XX  
DWN

AS NOTED  
SCALE XX  
CRK

JRMA Project No.  
4083

**A1.4**





**JRMA**  
ARCHITECTS ENGINEERS

2700 SATURN ST. BREA, CA 92821  
T. 714.524.1870 F. 714.524.1875  
WWW.JRMA.COM

Project Revision

▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
FIXED BASE  
OPERATOR

**JAY'S  
AIRCRAFT  
MAINTENANCE,  
INC.**

SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



PRELIMINARY  
NOT FOR  
CONSTRUCTION

**ENLARGED SITE PLAN AT TIE DOWN - PHASE 1**

SCALE  
1" = 50'-0"

**LEGEND**

	VEHICULAR PAVING & DRIVE AISLE		BRL LINE
	PROPOSED REFURBISHED RAMP		AOA FENCE
	LEASE LINE		EXISTING AOA FENCE
			EXISTING FENCE TO BE REMOVED
			TAXILANE

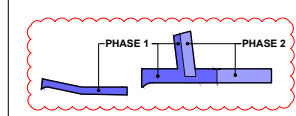
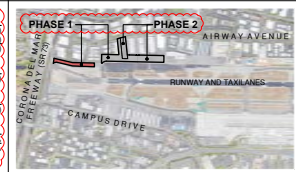
**AIRCRAFT**  
(FOR ILLUSTRATIVE PURPOSES)

	CESSNA 172		CIRRUS VISION SF50
	TBM 850		CIRRUS SR22
	PC-12		KING AIR C90-B

**SITE SUMMARY**

<b>LEASEHOLD (SWL - 01)</b>	
PHASE 1	223,631 S.F. (5.13 ACRES)
PHASE 2	231,678 S.F. (5.32 ACRES)
SUBTOTAL SWL-01 (PHASES 1 + 2)	455,309 S.F. (10.45 ACRES)
<b>LEASEHOLD (SWL - 02)</b>	
PHASE 1	114,804 S.F. (2.64 ACRES)
<b>LEASEHOLD (SWL - 01 + SWL - 02)</b>	
TOTAL (SWL-01 + SWL-02)	570,113 S.F. (13.09 ACRES)
<b>PHASE 1 (SWL - 02)</b>	
AREA OF RAMP RENOVATION	114,804 S.F. 100.0%
SUBTOTAL - PHASE 1:	114,804 S.F. (2.64 ACRES) 100.0%

**KEY MAP**



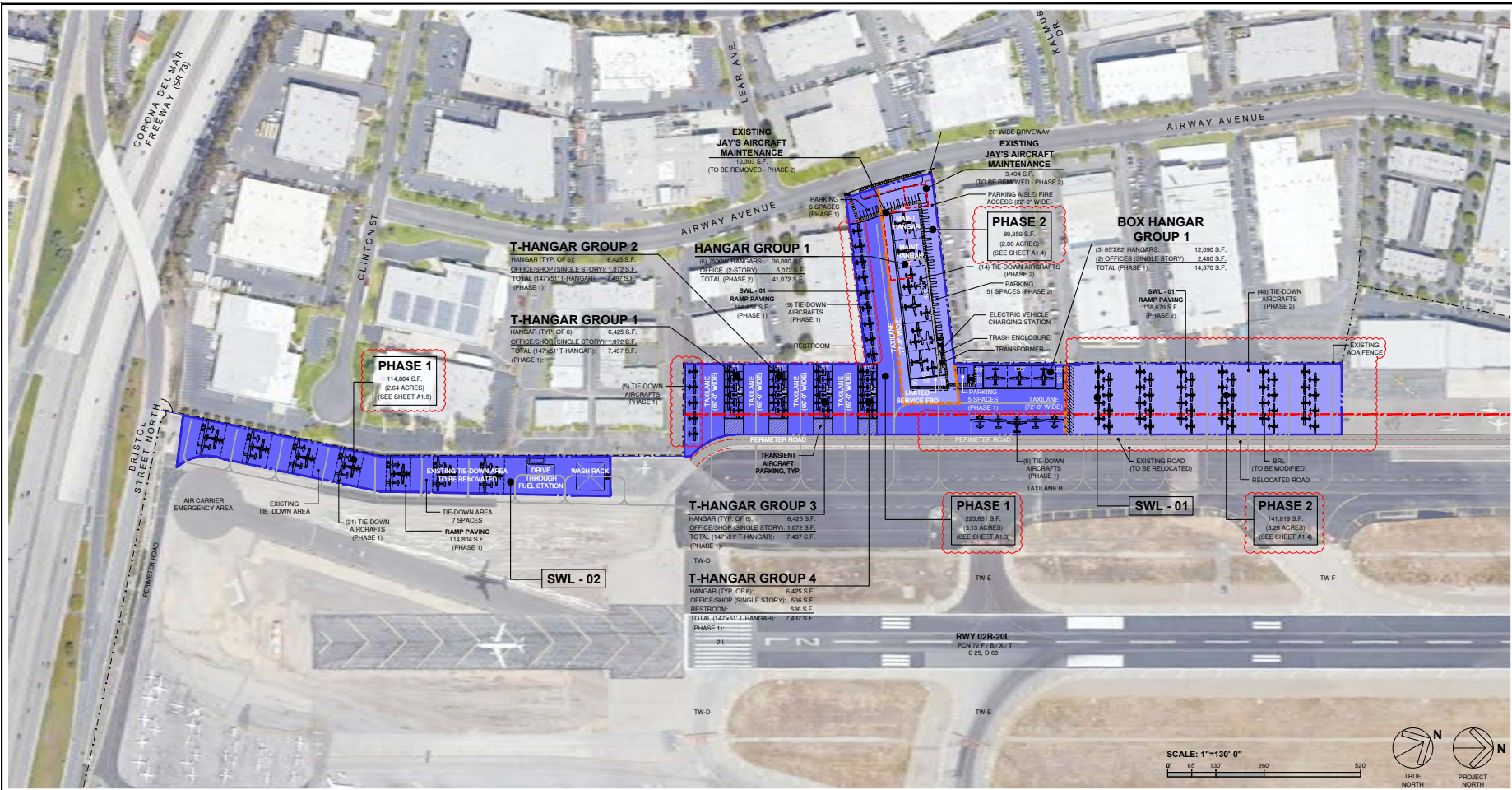
JRMA & ASSOCIATES SHALL RETAIN ALL COPYRIGHT AND OTHER RESERVED RIGHTS INCLUDING THE COPYRIGHT FOR THE DOCUMENT INCLUDING REPRODUCED DESIGN AND SPECIFICATIONS.

**ENLARGED  
SITE PLAN  
AT TIE-DOWN  
PHASE 1**

AS NOTED	AS NOTED
DATE XX	SCALE XX
DWN	CRK

JRMA Project No.  
4083

**A1.5**



OVERALL PHASING SITE PLAN

**LEGEND**

	DECORATIVE CONC. PAVING (PHASE 1)		BRL LINE
	DECORATIVE CONC. PAVING (PHASE 2)		PHASE LINE
	23'0" WIDE ACCESS PATH FROM FREIGHT GATE TO PERIMETER ROAD (PHASE 2)		AOA FENCE
	PROPOSED TRANSIENT AIRCRAFT PARKING (PHASE 1)		EXISTING AOA FENCE
	EXISTING BUILDING AREA TO BE REMOVED		EXISTING FENCE TO BE REMOVED
	LEASE LINE		TAXILANE

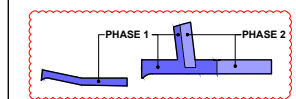
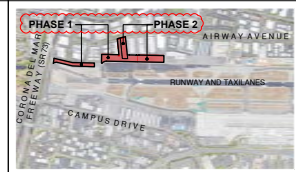
**AIRCRAFT**  
(FOR ILLUSTRATIVE PURPOSES)

	CESSNA 172		CIRRUS VISION SF50
	TBM 850		CIRRUS SR22
	PC-12		KING AIR C90B

**PHASING LEGEND**

	PHASE 1
	PHASE 2

**KEY MAP**



2700 SATURN ST. BREA, CA 92821  
T. 714.524.1870 F. 714.524.1875  
WWW.JRMA.COM

Project Revision	
▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
FIXED BASE  
OPERATOR

JAY'S AIRCRAFT  
MAINTENANCE,  
INC.

SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



PRELIMINARY  
NOT FOR  
CONSTRUCTION

JRMA & ASSOCIATES SHALL RETAIN ALL COMMON-LAW STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT FOR THE DOCUMENT INCLUDING REPRODUCED DESIGN AND SPECIFICATIONS.

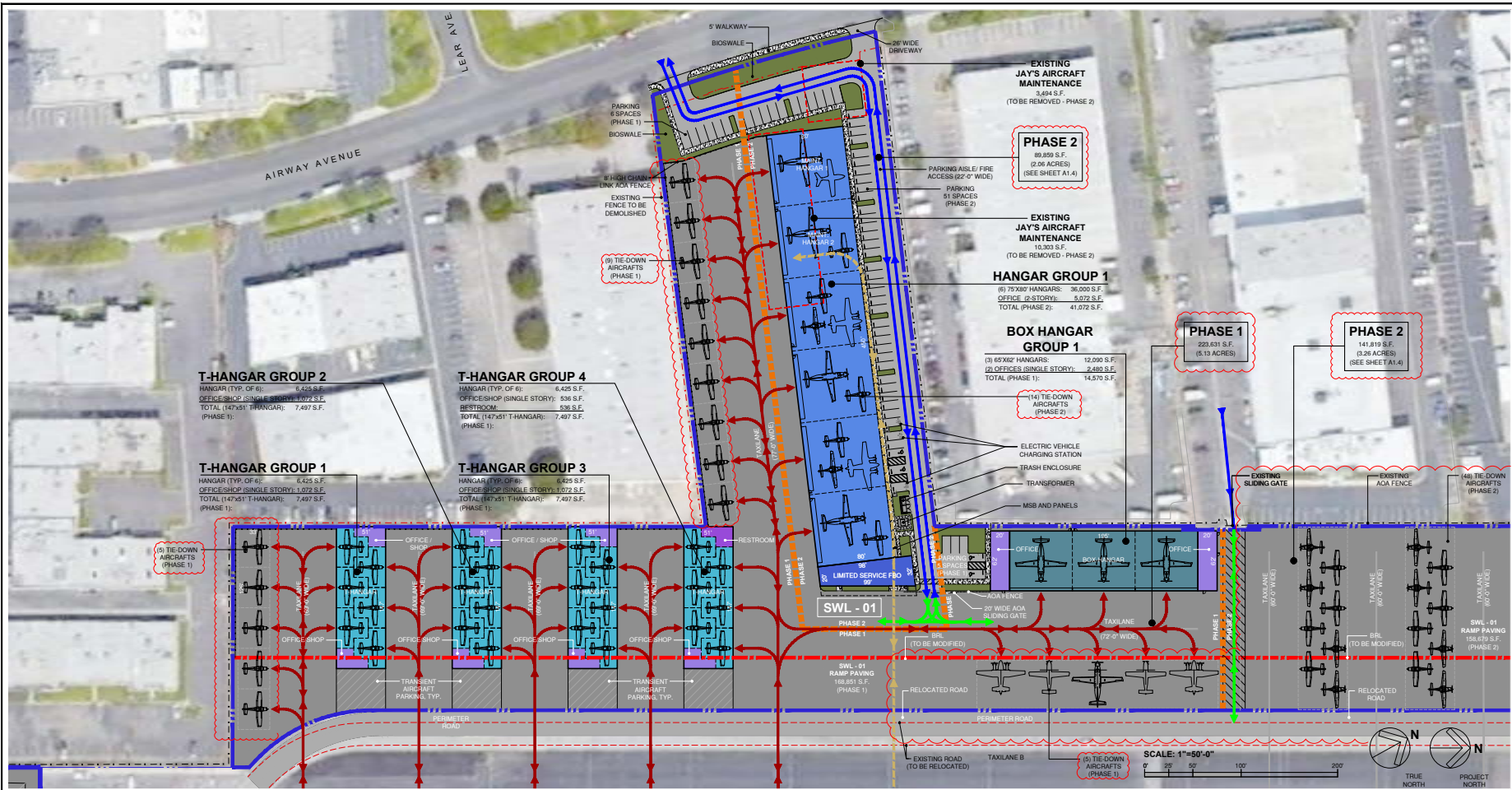
**OVERALL PHASING SITE PLAN**

AS NOTED	AS NOTED
DATE XX	SCALE XX
DWN	CRK

JRMA Project No. 4083

**A2.1**





**JRMA**  
ARCHITECTS ENGINEERS

2700 SATURN ST. BREA, CA 92821  
T. 714.524.1870 F. 714.524.1875  
WWW.JRMA.COM

Project Revision

▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
FIXED BASE  
OPERATOR

**JAY'S  
AIRCRAFT  
MAINTENANCE,  
INC.**

SOUTH SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



PRELIMINARY  
NOT FOR  
CONSTRUCTION

**ENLARGED CIRCULATION SITE PLAN - PHASE 1**

SCALE  
1" = 50'-0"

**LEGEND**

	BOX HANGAR - GROUP 65' x 62' (12'-0" HIGH DOORS) (PHASE 1)		LANDSCAPING		BRL LINE
	HANGAR OFFICE / SHOP (SINGLE STORY, PHASE 1)		DECORATIVE CONC. PAVING		PHASE LINE
	T-HANGAR - GROUPS 1, 2, 3 & 4 147' x 51' (12'-0" HIGH DOORS) (PHASE 1)		VEHICULAR PAVING & DRIVE AISLE		AOA FENCE
	T-HANGAR - GROUP 4 RESTROOM (PHASE 1)		PROPOSED REFURBISHED RAMP		EXISTING AOA FENCE
	HANGAR GROUP 1 75' x 80' (24'-0" HIGH DOORS) (PHASE 2)		PROPOSED TRANSIENT AIRCRAFT PARKING		EXISTING FENCE TO BE REMOVED
	HANGAR GROUP 1 OFFICE / LIMITED SERVICE FBO (2-STORY, PHASE 2)		23'-0" WIDE ACCESS PATH FROM FREIGHT GATE TO PERIMETER ROAD		TAXILANE
	EXISTING BUILDING AREA TO BE REMOVED		LEASE LINE		

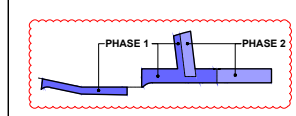
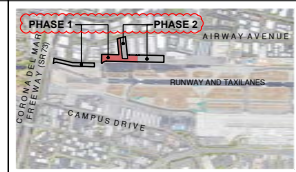
**AIRCRAFT**  
(FOR ILLUSTRATIVE PURPOSES)

	CESSNA 172		CIRRUS VISION SF50
	TM 650		CIRRUS SF22
	PC-12		KING AIR C90-B

**CIRCULATION LEGEND**

	AIRCRAFT
	VEHICLE - LANDSIDE
	VEHICLE - AIRSIDE
	EXISTING AIRCRAFT

**KEY MAP**



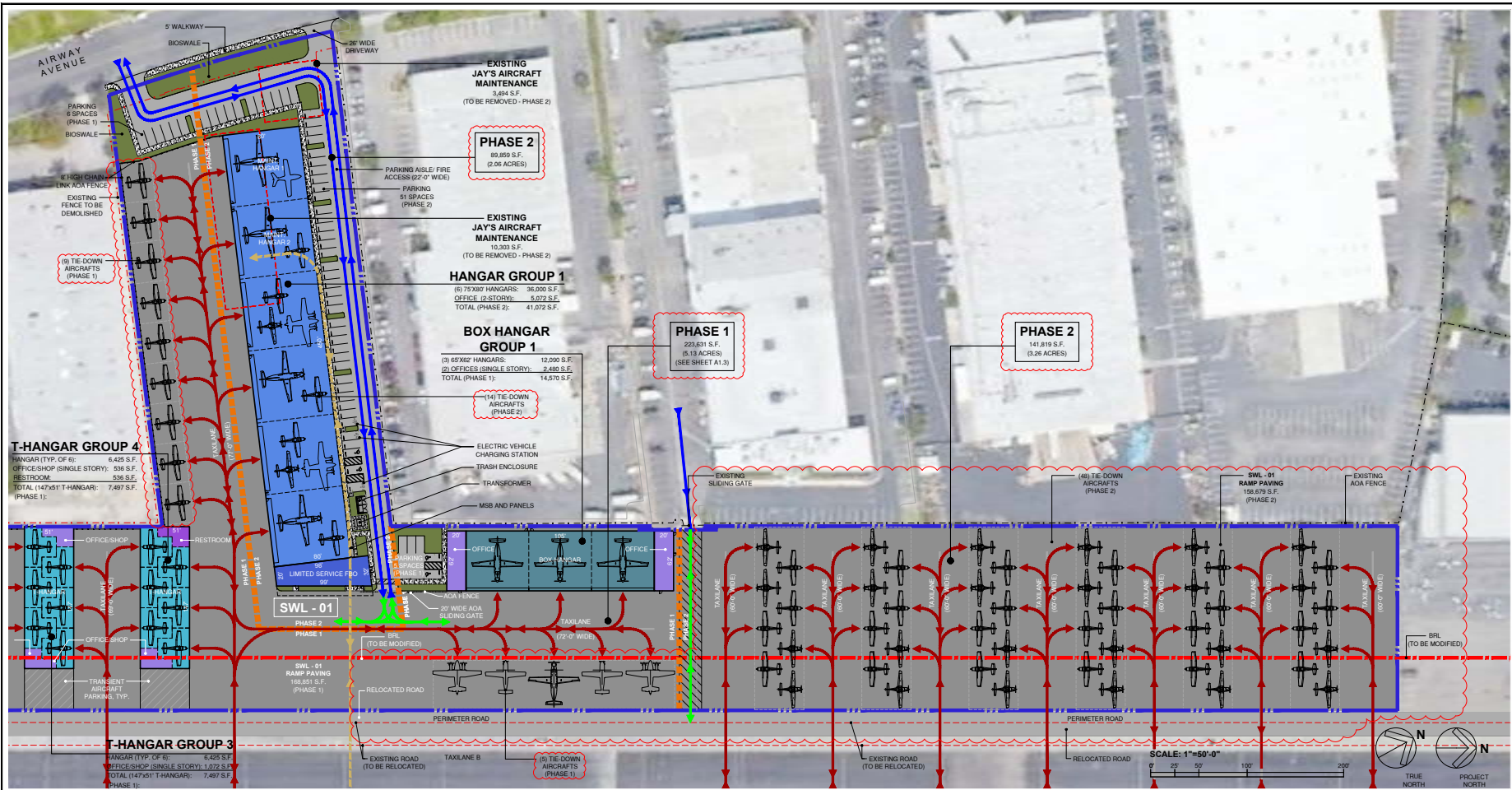
JRMA & ASSOCIATES SHALL RETAIN ALL COMMON LAW STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT FOR THE DOCUMENT INCLUDING REPRODUCED DESIGN AND SPECIFICATIONS.

**ENLARGED  
CIRCULATION  
SITE PLAN  
PHASE 1**

AS NOTED	AS NOTED
DATE XX	SCALE XX
DWN	CRK

JRMA Project No.  
4083

**A3.1**



**JRMA**  
ARCHITECTS ENGINEERS

2700 SATURN ST. BREA, CA 92821  
T. 714.524.1870 F. 714.524.1875  
WWW.JRMA.COM

Project Revision

RFI SUBMITTAL	12.19.2019
ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
FIXED BASE  
OPERATOR

**JAY'S AIRCRAFT MAINTENANCE, INC.**

SOUTH WEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



PRELIMINARY  
NOT FOR  
CONSTRUCTION

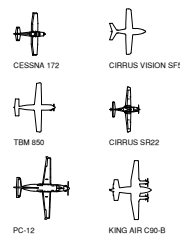
**ENLARGED CIRCULATION SITE PLAN - PHASE 2**

SCALE  
1" = 50'-0"

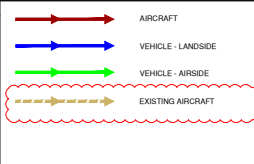
**LEGEND**

BOX HANGAR - GROUP 1 65' x 62' (10'-0" HIGH DOORS) (PHASE 1)	LANDSCAPING	BRL LINE
HANGAR OFFICE / SHOP (SINGLE STORY, PHASE 1)	DECORATIVE CONC. PAVING	PHASE LINE
T-HANGAR - GROUPS 1, 2, 3 & 4 147' x 31' (12'-0" HIGH DOORS) (PHASE 1)	VEHICULAR PAVING & DRIVE AISLE	AOA FENCE
T-HANGAR - GROUP 4 RESTROOM (PHASE 1)	PROPOSED REFURBISHED RAMP	EXISTING AOA FENCE
HANGAR GROUP 1 75' x 80' (24'-0" HIGH DOORS) (PHASE 2)	PROPOSED TRANSIENT AIRCRAFT PARKING	EXISTING FENCE TO BE REMOVED
HANGAR GROUP 1 OFFICE / LIMITED SERVICE FBO (2-STORY, PHASE 2)	23'-0" WIDE ACCESS PATH FROM FREIGHT GATE TO PERIMETER ROAD	TAXILANE
EXISTING BUILDING AREA TO BE REMOVED	LEASE LINE	

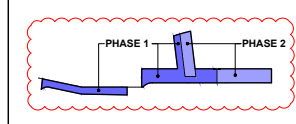
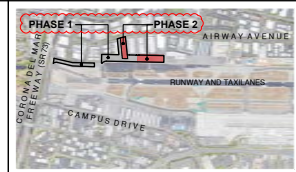
**AIRCRAFT**  
(FOR ILLUSTRATIVE PURPOSES)



**CIRCULATION LEGEND**



**KEY MAP**



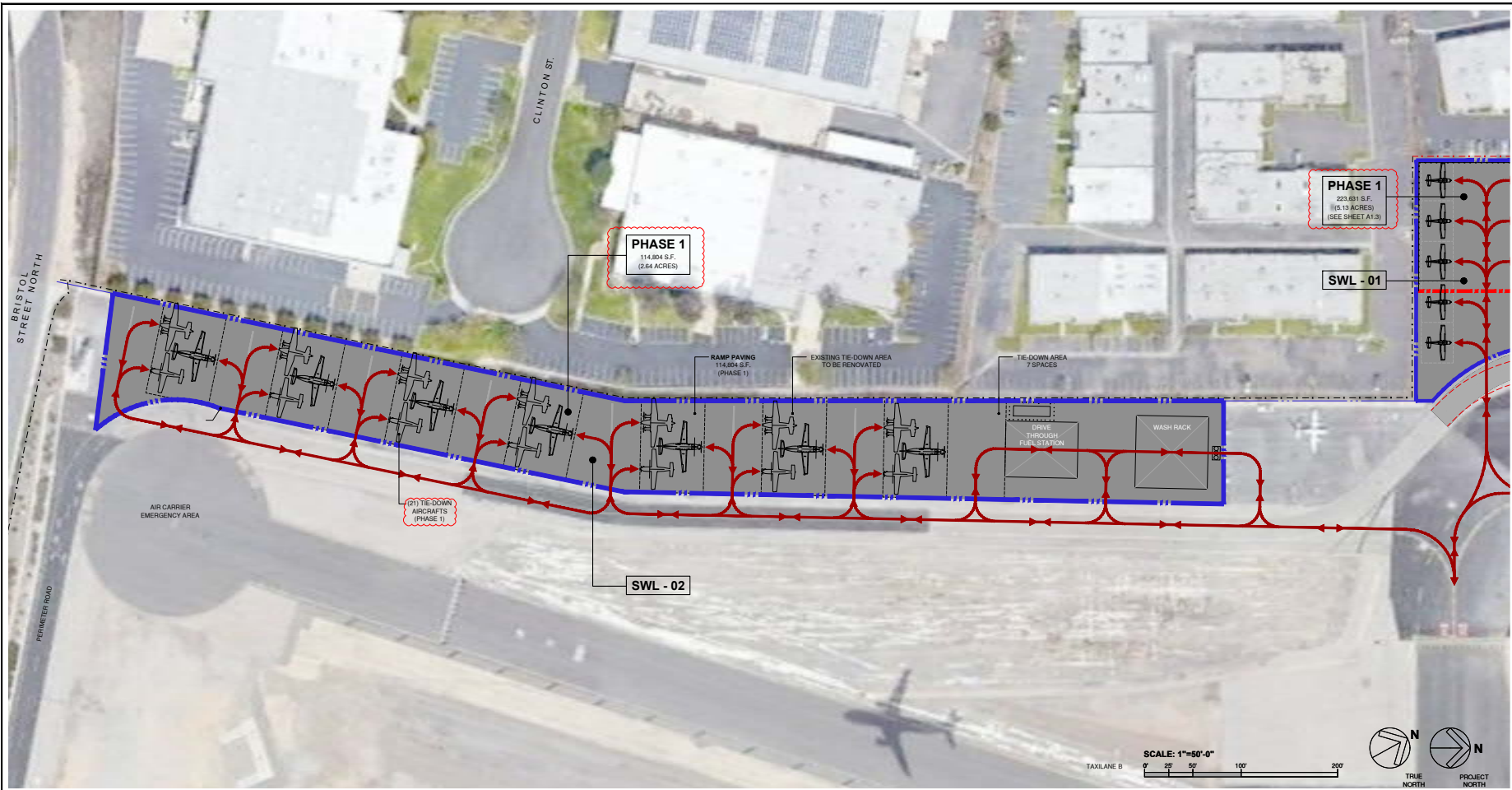
**ENLARGED CIRCULATION SITE PLAN PHASE 2**

AS NOTED	AS NOTED
DATE XX	SCALE XX
DWN	CRK

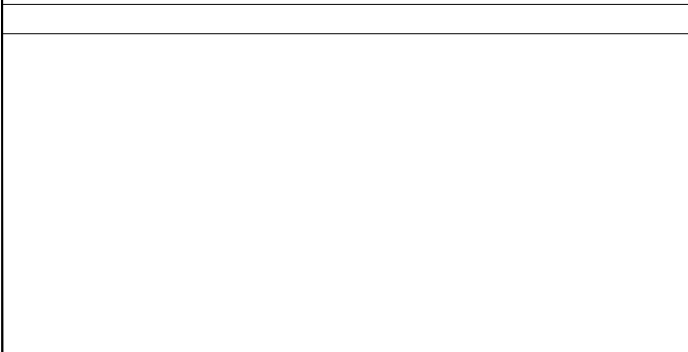
JRMA Project No. 4083

**A3.2**





**ENLARGED CIRCULATION SITE PLAN AT TIE DOWN - PHASE 1**



LEGEND	
	VEHICULAR PAVING & DRIVE AISLE
	PROPOSED REFURBISHED RAMP
	LEASE LINE
	BRL LINE
	AOA FENCE
	EXISTING AOA FENCE
	EXISTING FENCE TO BE REMOVED
	TAXILANE

AIRCRAFT (FOR ILLUSTRATIVE PURPOSES)	
	CESSNA 172
	CIRRUS VISION SF50
	TBM 850
	CIRRUS SR22
	PC-12
	KING AIR C90-B

CIRCULATION LEGEND	
	AIRCRAFT

KEY MAP	



2700 SATURN ST. BREA, CA 92821  
T. 714.524.1870 F. 714.524.1875  
WWW.JRMA.COM

Project Revision	
▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
FIXED BASE  
OPERATOR

**JAY'S  
AIRCRAFT  
MAINTENANCE,  
INC.**

SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



PRELIMINARY  
NOT FOR  
CONSTRUCTION

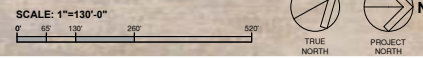
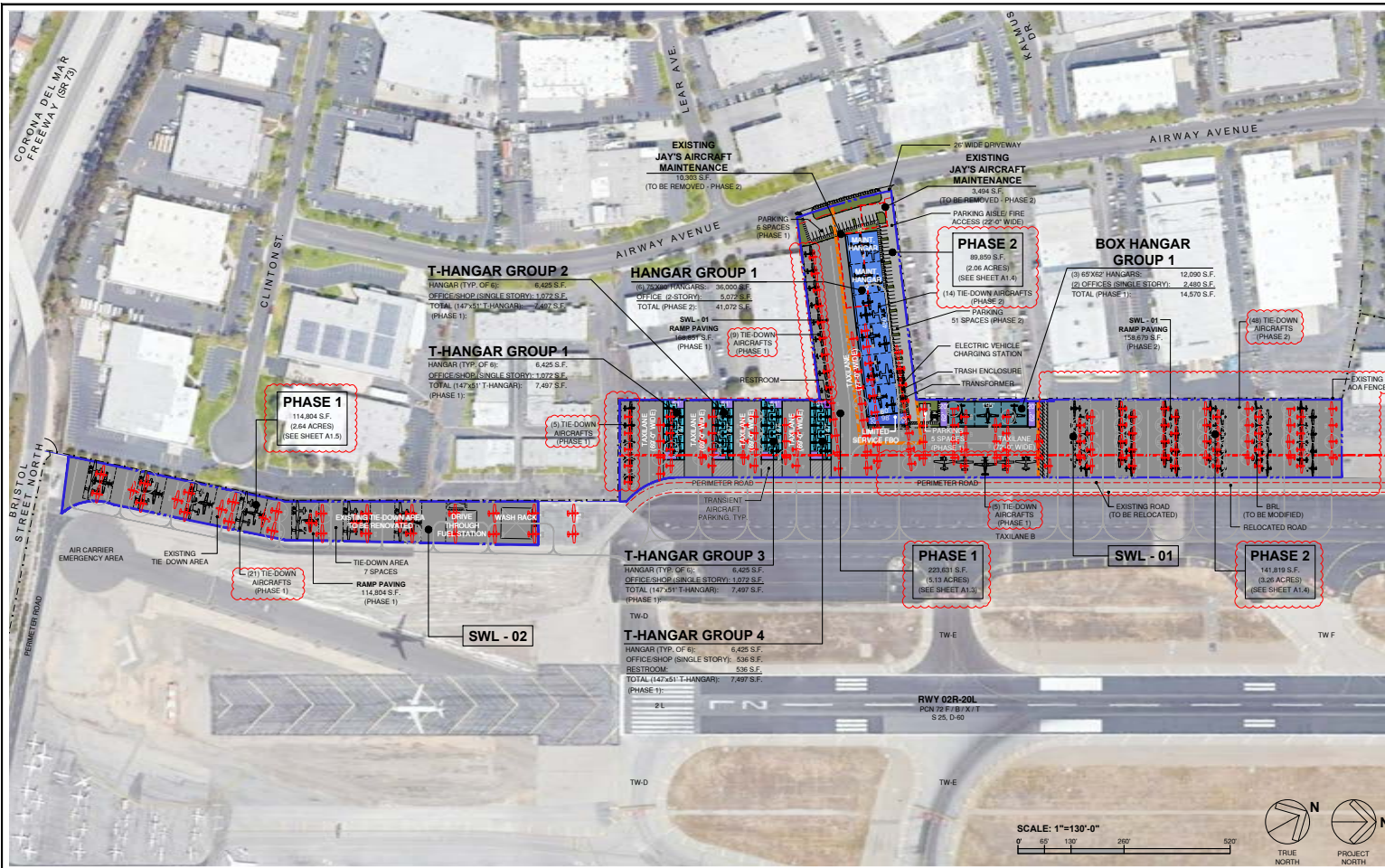
JRMA & ASSOCIATES SHALL RETAIN ALL COMMON-LAW STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT FOR THE DOCUMENT INCLUDING REPRODUCED DESIGN AND SPECIFICATIONS.

**ENLARGED  
CIRCULATION  
SITE PLAN  
AT TIE-DOWN  
PHASE 1**

AS NOTED	AS NOTED
DATE XX	SCALE XX
DWN	CRK XX

JRMA Project No.  
4083

**A3.3**



### PROPOSED BASED AIRCRAFT PER EIR

PROPOSED BASED AIRCRAFT PER EIR (PHASE 1 - SWL-01)				
AREA / STRUCTURE	AREA (SQ. FT)	GROUP I AIRCRAFT	GROUP II / III AIRCRAFT	
BOX HANGAR GROUP 1	14,570	3	N/A	
T-HANGAR GROUP 1	7,497	6	N/A	
T-HANGAR GROUP 2	7,497	6	N/A	
T-HANGAR GROUP 3	7,497	6	N/A	
T-HANGAR GROUP 4	7,497	6	N/A	
TIE-DOWN AREA	168,851	19	N/A	
OTHER AREAS	10,222	N/A	N/A	
<b>SUBTOTAL (PHASE 1)</b>	<b>223,031 (5.13 ACRES)</b>	<b>46</b>	<b>N/A</b>	

PROPOSED BASED AIRCRAFT PER EIR (PHASE 2 - SWL-01)				
AREA / STRUCTURE	AREA (SQ. FT)	GROUP I AIRCRAFT	GROUP II / III AIRCRAFT	
HANGAR GROUP 1	38,536	14	N/A	
TIE-DOWN AREA	158,679	48	N/A	
OTHER AREAS	34,463	N/A	N/A	
<b>SUBTOTAL (PHASE 2)</b>	<b>231,678 (5.32 ACRES)</b>	<b>62</b>	<b>N/A</b>	

PROPOSED BASED AIRCRAFT PER EIR (PHASE 1 - SWL-02)				
AREA / STRUCTURE	AREA (SQ. FT)	GROUP I AIRCRAFT	GROUP II / III AIRCRAFT	
TIE-DOWN AREA	114,804	21	N/A	
OTHER AREAS	114,804 (2.64 ACRES)	21	N/A	
<b>SUBTOTAL (PHASE 1)</b>	<b>229,608 (5.19 ACRES)</b>	<b>42</b>	<b>N/A</b>	

PROPOSED BASED AIRCRAFT PER EIR (PHASE 1 + PHASE 2)				
AREA / STRUCTURE	AREA (SQ. FT)	GROUP I AIRCRAFT	GROUP II / III AIRCRAFT	
PHASE 1	338,435	67	N/A	
PHASE 2	231,678	62	N/A	
<b>TOTAL (PHASE 1 + PHASE 2)</b>	<b>570,113 (13.09 ACRES)</b>	<b>129</b>	<b>N/A</b>	

HANGAR AIRCRAFT:	41
TIE-DOWN AIRCRAFT:	88
TOTAL AIRCRAFT PROVIDED:	129
TOTAL AIRCRAFT REQUIRED:	129

#### LEGEND

	BOX HANGAR - GROUP 1 (85' x 51' (12'-0" HIGH DOORS) (PHASE 1))		LANDSCAPING		BRL LINE
	HANGAR OFFICE / SHOP (SINGLE STORY, PHASE 1)		DECORATIVE CONC. PAVING		PHASE LINE
	T-HANGAR - GROUPS 1, 2, 3 & 4 (147' x 51' (12'-0" HIGH DOORS) (PHASE 1))		VEHICULAR PAVING & DRIVE AISLE		AOA FENCE
	T-HANGAR - GROUP 4 RESTROOM (PHASE 1)		PROPOSED REFURBISHED RAMP		EXISTING AOA FENCE
	HANGAR GROUP 1 OFFICE / LIMITED SERVICE FBO (2-STORY, PHASE 2)		PROPOSED TRANSIENT AIRCRAFT PARKING		EXISTING FENCE TO BE REMOVED
	EXISTING BUILDING AREA TO BE REMOVED		PROPOSED TAXILANE		TAXILANE
			LEASE LINE		

#### AIRCRAFT (FOR ILLUSTRATIVE PURPOSES)

	OCCUPIED AIRCRAFT TO BE RELOCATED		VACANT AIRCRAFT TO BE RELOCATED
	PROPOSED CESSNA 172		PROPOSED CIRRUS VISION SF50
	PROPOSED TBM 850		PROPOSED CIRRUS SR22
	PROPOSED PC-12		PROPOSED KING AIR C90B

#### EXISTING AIRCRAFT TO BE DISPLACED

EXISTING AIRCRAFT TO BE DISPLACED (PHASE 1 - SWL-01)					EXISTING AIRCRAFT TO BE DISPLACED (PHASE 2 - SWL-01)					EXISTING AIRCRAFT TO BE DISPLACED (PHASE 1 - SWL-02)				
AREA / STRUCTURE	AREA (SQ. FT)	GROUP I AIRCRAFT	GROUP II / III AIRCRAFT		AREA / STRUCTURE	AREA (SQ. FT)	GROUP I AIRCRAFT	GROUP II / III AIRCRAFT		AREA / STRUCTURE	AREA (SQ. FT)	GROUP I AIRCRAFT	GROUP II / III AIRCRAFT	
TIE-DOWN AREA	223,631	73	N/A		TIE-DOWN AREA	76,062	20	N/A		TIE-DOWN AREA	114,804	29	N/A	
<b>SUBTOTAL (PHASE 1)</b>	<b>223,631 (5.13 ACRES)</b>	<b>73</b>	<b>N/A</b>		TIE-DOWN AREA	141,819	54	N/A		<b>SUBTOTAL (PHASE 1)</b>	<b>114,804 (2.64 ACRES)</b>	<b>29</b>	<b>N/A</b>	
					JAY'S AIRCRAFT MAINTENANCE	13,797	4	N/A						
					<b>SUBTOTAL (PHASE 2)</b>	<b>231,678 (5.32 ACRES)</b>	<b>78</b>	<b>N/A</b>						

EXISTING AIRCRAFT TO BE DISPLACED (PHASE 1 + PHASE 2)				
AREA / STRUCTURE	AREA (SQ. FT)	GROUP I AIRCRAFT	GROUP II / III AIRCRAFT	
PHASE 1	338,435	102	N/A	
PHASE 2	231,678	78	N/A	
<b>TOTAL (PHASE 1 + PHASE 2)</b>	<b>570,113 (13.09 ACRES)</b>	<b>180</b>	<b>N/A</b>	

#### KEY MAP



2700 SATURN ST. BREA, CA 92821  
T. 714.524.1870 F. 714.524.1875  
WWW.JRMA.COM

Project Revision	
▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE FIXED BASE OPERATOR

JAY'S AIRCRAFT MAINTENANCE, INC.

SOUTHWEST SITE JOHN WAYNE AIRPORT ORANGE COUNTY, CA



PRELIMINARY NOT FOR CONSTRUCTION

JRMA & ASSOCIATES SHALL RETAIN ALL COPYRIGHT AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT FOR THE DOCUMENT INCLUDING REVISIONS, DESIGN AND SPECIFICATIONS.

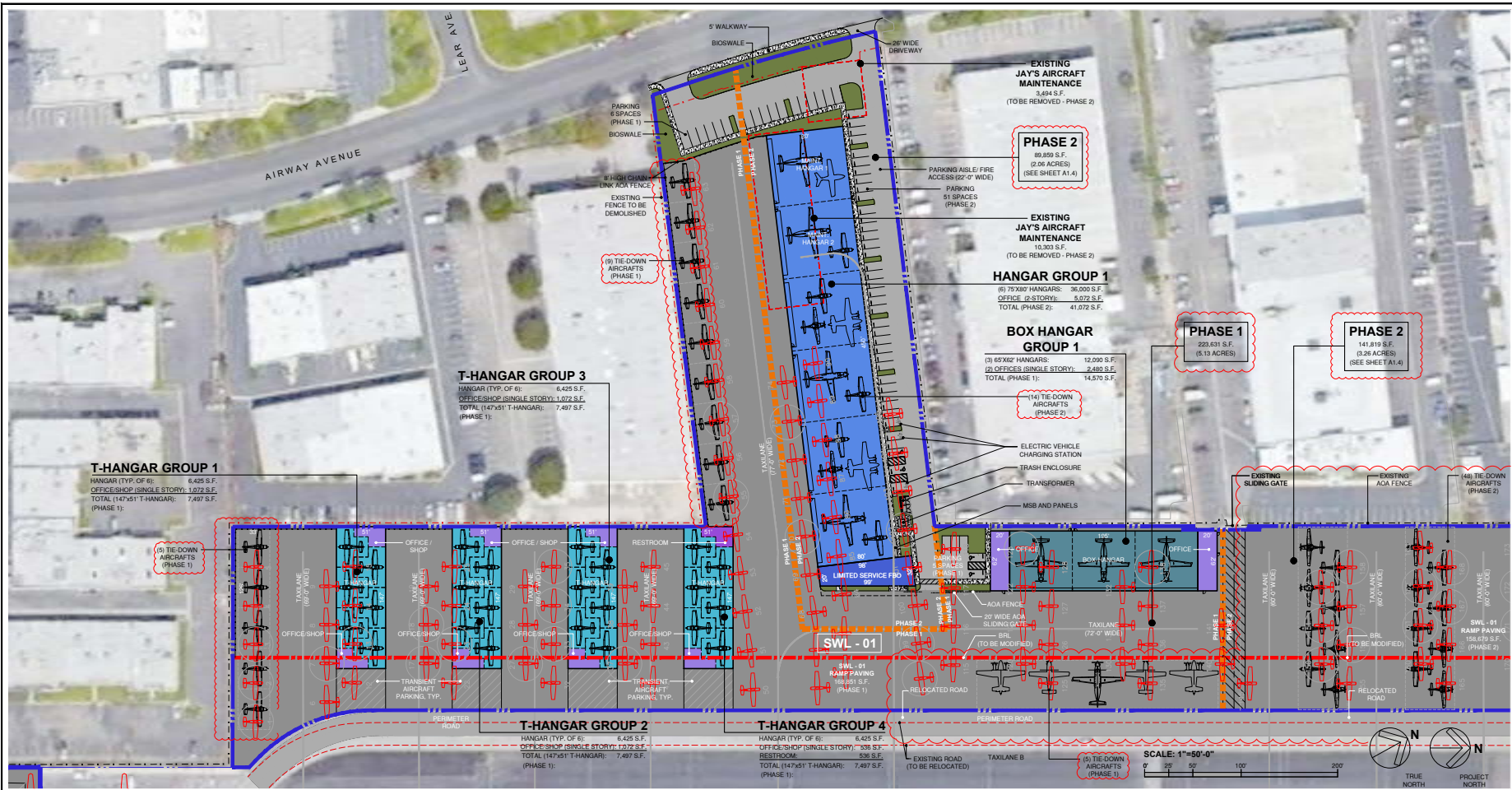
### OVERALL AIRCRAFT DISPLACEMENT SITE PLAN

AS NOTED	AS NOTED
DATE: XX	SCALE: XX
DWN	CRK

JRMA Project No. 4083

# A4.1





**JRMA**  
ARCHITECTS ENGINEERS

2700 SATURN ST. BREA, CA 92821  
T. 714.524.1870 F. 714.524.1875  
WWW.JRMA.COM

Project Revision

RFP SUBMITTAL	12.19.2019
ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
FIXED BASE  
OPERATOR

**JAY'S AIRCRAFT  
MAINTENANCE,  
INC.**

JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



PRELIMINARY  
NOT FOR  
CONSTRUCTION

**ENLARGED AIRCRAFT DISPLACEMENT SITE PLAN - PHASE 1**

SCALE  
1" = 50'-0"

**LEGEND**


**AIRCRAFT (FOR ILLUSTRATIVE PURPOSES)**

**EXISTING**

VACANT AIRCRAFT TO BE RELOCATED

OCCUPIED AIRCRAFT TO BE RELOCATED

**PROPOSED**

TBM 850    CIRRUS SP22    CESSNA 172

PC-12    KING AIR C90-B    CIRRUS VISION SF50

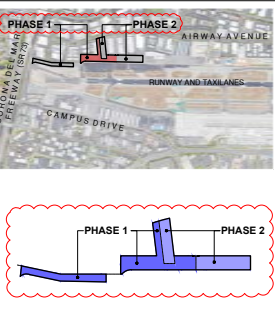
**EXISTING AIRCRAFT TO BE DISPLACED**

EXISTING AIRCRAFT TO BE DISPLACED (PHASE 1 - SWL-01)				
AREA / STRUCTURE	AREA (SQ. FT)	GROUP I AIRCRAFT	GROUP II / III AIRCRAFT	
TIE-DOWN AREA	223,631	73	N/A	
TOTAL (PHASE 1)	223,631 (5.13 ACRES)	73	N/A	

**PROPOSED BASED AIRCRAFT PER EIR**

PROPOSED BASED AIRCRAFT PER EIR (PHASE 1 - SWL-01)				
AREA / STRUCTURE	AREA (SQ. FT)	GROUP I AIRCRAFT	GROUP II / III AIRCRAFT	
BOX HANGAR GROUP 1	14,570	3	N/A	
T-HANGAR GROUP 1	7,497	6	N/A	
T-HANGAR GROUP 2	7,497	6	N/A	
T-HANGAR GROUP 3	7,497	6	N/A	
T-HANGAR GROUP 4	7,497	6	N/A	
TIE-DOWN AREA	168,851	19	N/A	
OTHER AREAS	10,222	N/A	N/A	
TOTAL (PHASE 1)	223,631 (5.13 ACRES)	46	N/A	

**KEY MAP**



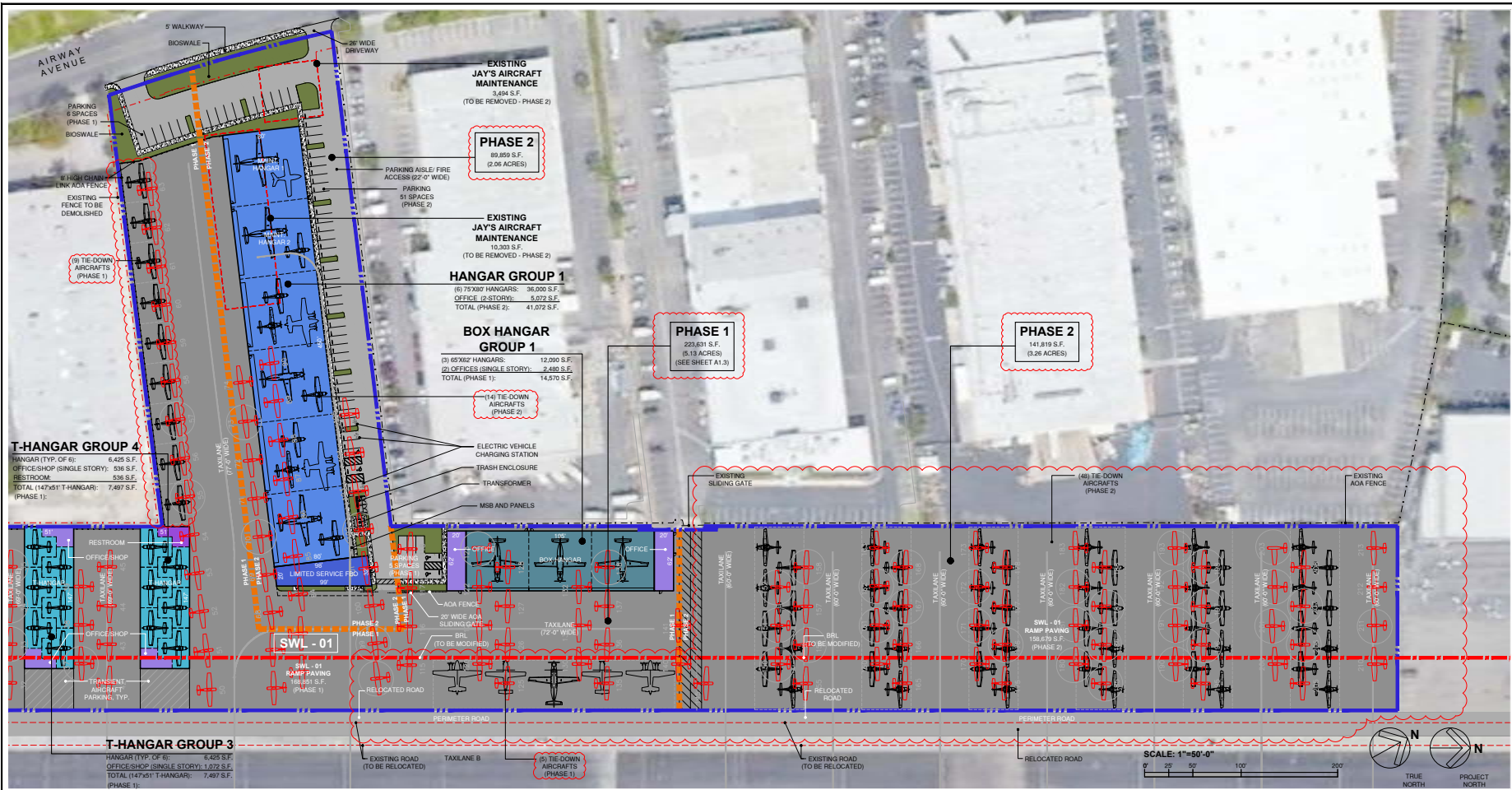
**ENLARGED AIRCRAFT DISPLACEMENT SITE PLAN PHASE 1**

AS NOTED DATE XX DWN

AS NOTED SCALE XX

JRMA Project No. 4083

**A4.2**



2700 SATURN ST. BREA, CA 92821  
 T. 714.524.1870 F. 714.524.1875  
 WWW.JRMA.COM

Project Revision

RFI SUBMITTAL	12.19.2019
ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
 FIXED BASE  
 OPERATOR

JAY'S AIRCRAFT  
 MAINTENANCE,  
 INC.

SOUTH WEST SITE  
 JOHN WAYNE AIRPORT  
 ORANGE COUNTY, CA



PRELIMINARY  
 NOT FOR  
 CONSTRUCTION

ENLARGED AIRCRAFT DISPLACEMENT SITE PLAN - PHASE 2

SCALE: 1" = 50'-0"

**LEGEND**

	BOX HANGAR - GROUP 1 (65' x 62' (12'-0" HIGH DOORS) (PHASE 1))		LANDSCAPING		BRL LINE
	HANGAR OFFICE / SHOP (SINGLE STORY, PHASE 1)		DECORATIVE CONC. PAVING		PHASE LINE
	T-HANGAR - GROUPS 1, 2, 3 & 4 (12' x 80' (12'-0" HIGH DOORS) (PHASE 1))		VEHICULAR PAVING & DRIVE AISLE		AOA FENCE
	T-HANGAR - GROUP 4 RESTROOM (PHASE 1)		PROPOSED REFURBISHED RAMP		EXISTING AOA FENCE
	HANGAR GROUP 1 (75' x 80' (24'-0" HIGH DOORS) (PHASE 2))		PROPOSED TRANSIENT AIRCRAFT PARKING		EXISTING FENCE TO BE REMOVED
	HANGAR GROUP 1 OFFICE / LIMITED SERVICE FBO (2-STORY, PHASE 2)		23'-0" WIDE ACCESS PATH FROM FREIGHT GATE TO PERIMETER ROAD		TAXILANE
	EXISTING BUILDING AREA TO BE REMOVED		LEASE LINE		

**AIRCRAFT (FOR ILLUSTRATIVE PURPOSES)**

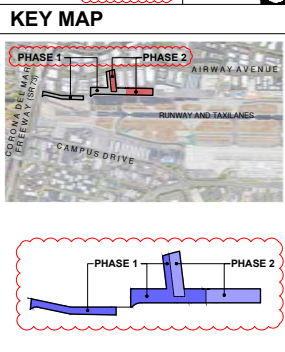
	VACANT AIRCRAFT TO BE RELOCATED		OCCUPIED AIRCRAFT TO BE RELOCATED
	TBM 850		CIRRUS SF22
	CIRRUS AIR C30-B		CESSNA 172
	PC-12		CIRRUS VISION SF50

**EXISTING AIRCRAFT TO BE DISPLACED**

AREA / STRUCTURE	AREA (SQ. FT.)	GROUP I AIRCRAFT	GROUP II / III AIRCRAFT
TIE-DOWN AREA	76,062	20	N/A
TIE-DOWN AREA	141,819	54	N/A
JAY'S AIRCRAFT MAINTENANCE	13,797	4	N/A
TOTAL (PHASE 2)	231,678 (5.32 ACRES)	78	N/A

**PROPOSED BASED AIRCRAFT PER EIR**

AREA / STRUCTURE	AREA (SQ. FT.)	GROUP I AIRCRAFT	GROUP II / III AIRCRAFT
HANGAR GROUP 1	38,536	14	N/A
TIE-DOWN AREA	158,679	48	N/A
OTHER AREAS	34,463	N/A	N/A
TOTAL (PHASE 2)	231,678 (5.32 ACRES)	62	N/A



JRMA & ASSOCIATES SHALL RETAIN ALL COMMON LAW STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT FOR THE DOCUMENT INCLUDING REPRODUCED, DESIGN AND SPECIFICATIONS.

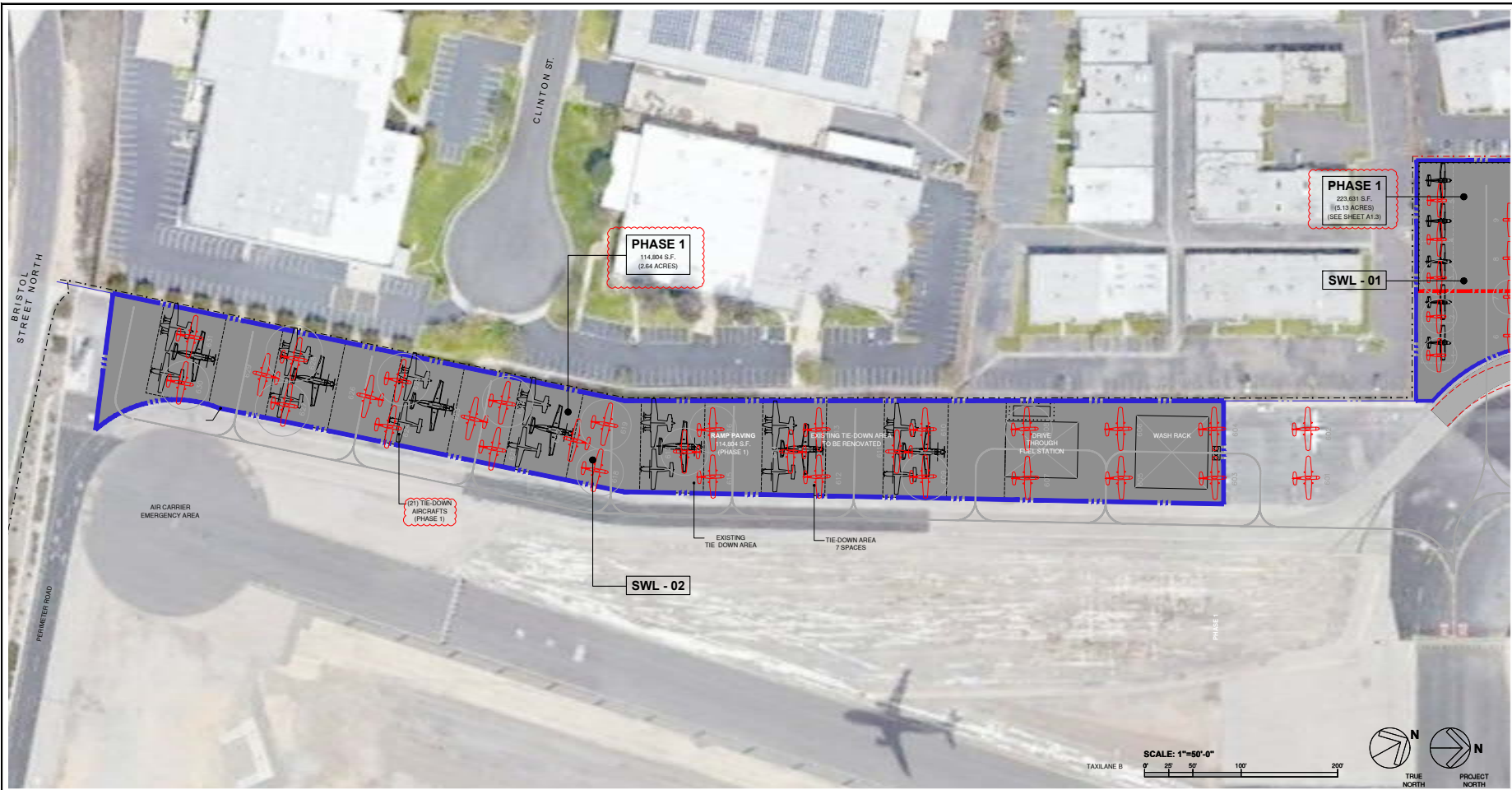
ENLARGED AIRCRAFT DISPLACEMENT SITE PLAN PHASE 2

AS NOTED DATE XX DWN

AS NOTED SCALE XX CRK JRMA Project No. 4083

A4.3





**JRMA**  
ARCHITECTS ENGINEERS

2700 SATURN ST. BREA, CA 92821  
T. 714.524.1870 F. 714.524.1875  
WWW.JRMA.COM

Project Revision

▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
FIXED BASE  
OPERATOR

**JAY'S  
AIRCRAFT  
MAINTENANCE,  
INC.**

SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



PRELIMINARY  
NOT FOR  
CONSTRUCTION

**ENLARGED AIRCRAFT DISPLACEMENT SITE PLAN AT TIE-DOWN - PHASE 1**

SCALE  
1" = 50'-0"

**LEGEND**

	VEHICULAR PAVING & DRIVE AISLE		BRL LINE
	PROPOSED REFURBISHED RAMP		AOA FENCE
	LEASE LINE		EXISTING AOA FENCE
			EXISTING FENCE TO BE REMOVED
			TAXILANE

**AIRCRAFT  
(FOR ILLUSTRATIVE PURPOSES)**

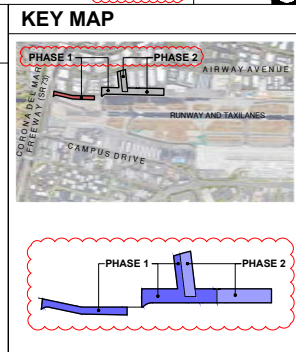
	VACANT AIRCRAFT TO BE RELOCATED		OCCUPIED AIRCRAFT TO BE RELOCATED
	TBM 850		CIRRUS SF22
	PC-12		KING AIR C90-B
			CIRRUS VISION SF50

**EXISTING AIRCRAFT TO BE DISPLACED**

EXISTING AIRCRAFT TO BE DISPLACED (PHASE 1 - SWL-02)			
AREA / STRUCTURE	AREA (SQ. FT)	GROUP I AIRCRAFT	GROUP II / III AIRCRAFT
TIE-DOWN AREA	114,804	29	N/A
TOTAL (PHASE 1)	114,804 (2.64 ACRES)	29	N/A

**PROPOSED BASED AIRCRAFT PER EIR**

PROPOSED BASED AIRCRAFT PER EIR (PHASE 1 - SWL-02)			
AREA / STRUCTURE	AREA (SQ. FT)	GROUP I AIRCRAFT	GROUP II / III AIRCRAFT
TIE-DOWN AREA	114,804	21	N/A
TOTAL (PHASE 1)	114,804 (2.64 ACRES)	21	N/A



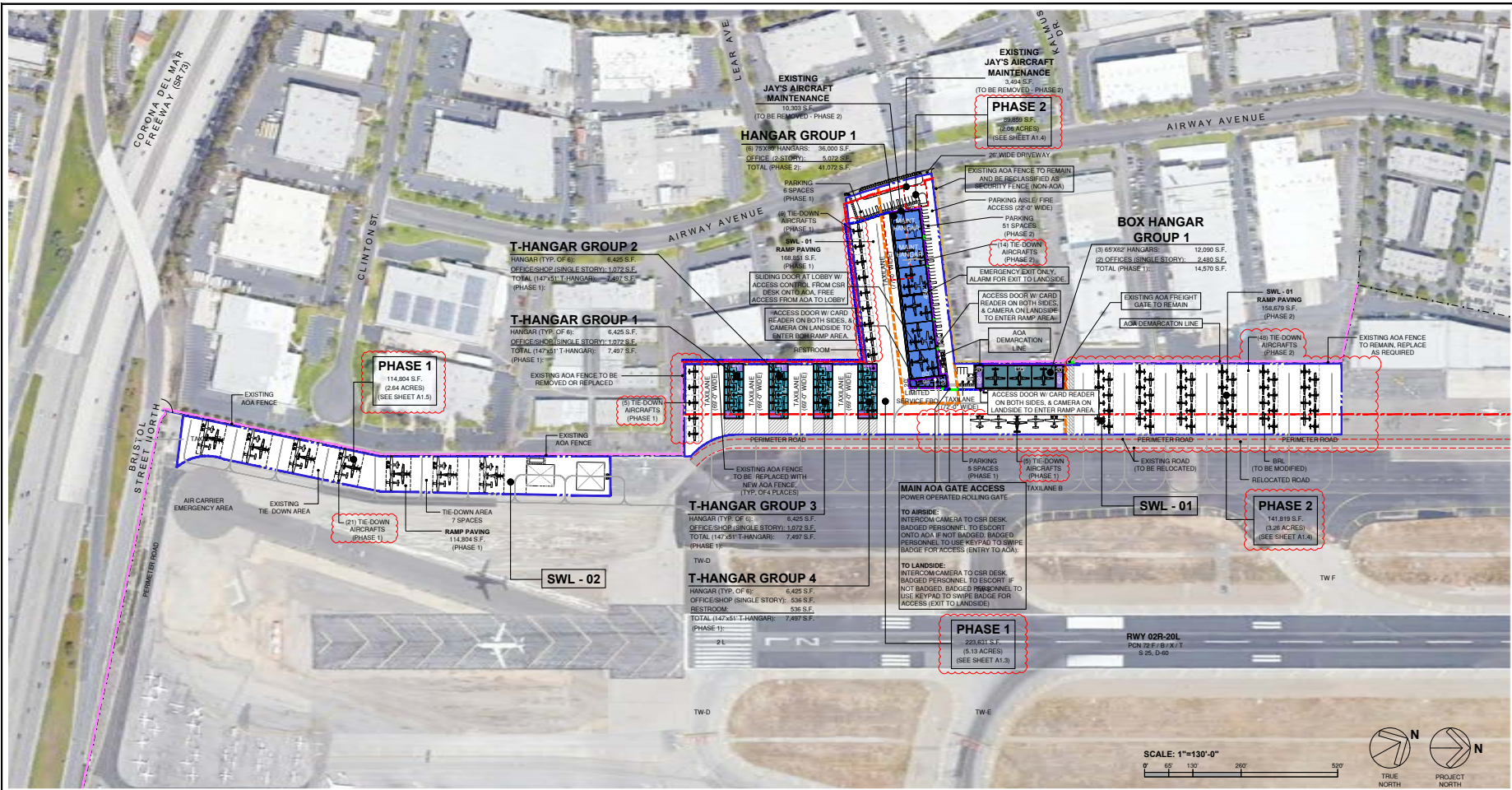
JRMA & ASSOCIATES SHALL RETAIN ALL COMMON-LAW STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT FOR THE DOCUMENT INCLUDING UNREPRODUCED DESIGN AND SPECIFICATIONS.

**ENLARGED AIRCRAFT DISPLACEMENT SITE PLAN PHASE 1**

AS NOTED  
DATE: XX  
DWN: JRMA Project No. 4083

AS NOTED  
SCALE: XX  
CRK: JRMA Project No. 4083

**A4.4**



**OVERALL FENCING AND SECURITY SITE PLAN**

SCALE 1"=130'-0" 1

**LEGEND**

BOX HANGAR - GROUP (65' x 62' HIGH DOORS) (PHASE 1)	LANDSCAPING	BRL LINE
HANGAR OFFICE / SHOP (SINGLE STORY, PHASE 1)	DECORATIVE CONC. PAVING	PHASE LINE
T-HANGAR - GROUPS 1, 2, 3 & 4 (24' x 81' HIGH DOORS) (PHASE 1)	VEHICULAR PAVING & DRIVE AISLE	AOA FENCE
T-HANGAR - GROUP 4 RESTROOM (PHASE 1)	PROPOSED REFURBISHED RAMP	EXISTING AOA FENCE
HANGAR GROUP 1 (75' x 87' HIGH DOORS) (PHASE 2)	PROPOSED TRANSIENT AIRCRAFT PARKING	EXISTING FENCE TO BE REMOVED
HANGAR GROUP 1 OFFICE / LIMITED SERVICE FBO (2-STORY, PHASE 2)	23'-0" WIDE ACCESS PATH FROM FREIGHT GATE TO PERIMETER ROAD	TAXILANE
EXISTING BUILDING AREA TO BE REMOVED	LEASE LINE	

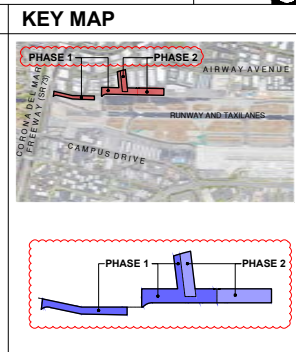
**AIRCRAFT**  
(FOR ILLUSTRATIVE PURPOSES)

CESNA 172	CIRRUS VISION SF50
TBM 850	CIRRUS SR22
PC-12	KING AIR C90 B

**FENCING LEGEND**

AOA DEMARCATION LINE AT FENCE
AOA DEMARCATION LINE AT GATE OR DOOR
AOA DEMARCATION LINE AT BUILDING
EXISTING AOA DEMARCATION LINE AT FENCE
FENCE OR BUILDING AT EXISTING AOA DEMARCATION LINE TO BE REMOVED
EXISTING AOA FENCE TO REMAIN AND BE RECLASSIFIED AS SECURITY FENCE (NON-AOA)

**NOTE:**  
ALL AOA FENCING AND ACCESS CONTROL TO CONFORM TO TSA AND AIRPORT REQUIREMENTS



2700 SATURN ST. BREA, CA 92821  
T. 714.524.1870 F. 714.524.1875  
WWW.JRMA.COM

**Project Revision**

RFP SUBMITTAL	12.19.2019
ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
FIXED BASE  
OPERATOR

JAY'S AIRCRAFT  
MAINTENANCE,  
INC.

JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



PRELIMINARY  
NOT FOR  
CONSTRUCTION

JRMA & ASSOCIATES SHALL RETAIN ALL COMMON LAW  
STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE  
COPYRIGHT FOR THE DOCUMENT INCLUDING APPROVED  
DESIGN AND SPECIFICATIONS.

**OVERALL FENCING AND SECURITY SITE PLAN**

AS NOTED	AS NOTED
DATE XX	SCALE XX
DWN	CRK

JRMA Project No.  
4083

**A5.1**





2700 SATURN ST | BREA, CA 92821  
T. 714.524.1870 | F. 714.524.1875  
WWW.JRMA.COM

Project Revision  
RFP SUBMITTAL 12.19.2019

LIMITED-SERVICE  
FIXED BASE  
OPERATOR

JAY'S  
AIRCRAFT  
MAINTENANCE, INC.

SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



PRELIMINARY  
NOT FOR  
CONSTRUCTION

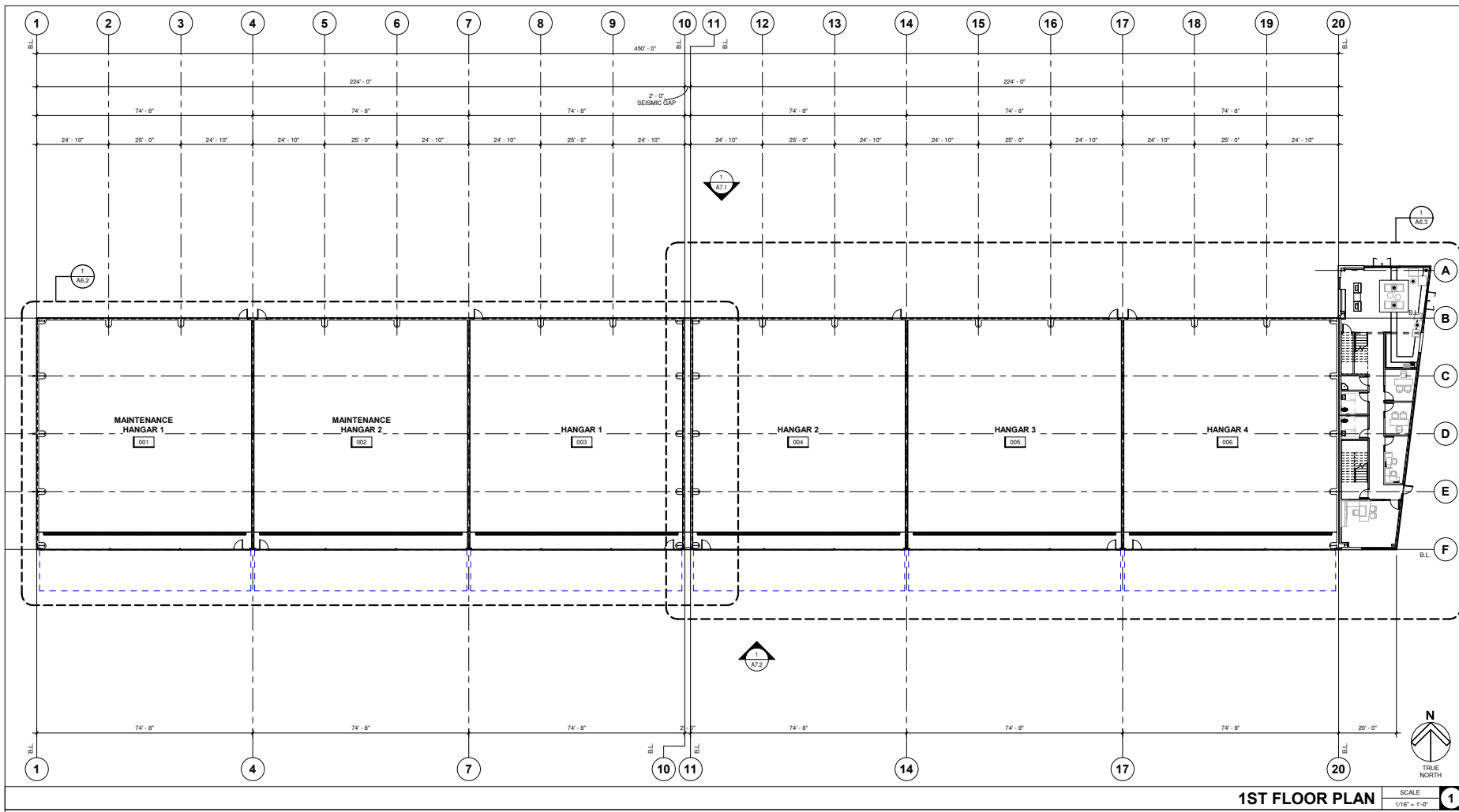
JRMA & ASSOCIATES SHALL RETAIN ALL COPYRIGHT  
AND PATENT RIGHTS AND OTHER INTELLECTUAL RIGHTS,  
INCLUDING THE COPYRIGHT FOR THE DOCUMENT,  
INCLUDING REPRODUCED DESIGN AND SPECIFICATIONS.

FBO &  
HANGARS  
FIRST FLOOR  
PLAN

09/07/11 AS NOTED  
DATE SCALE  
DWN Author Checker  
CHK

JRMA Project No.  
4083

A6.1



1ST FLOOR PLAN SCALE 1/16" = 1'-0" 1

Project Revision	
▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED-SERVICE  
FIXED BASE  
OPERATOR

### JAY'S AIRCRAFT MAINTENANCE, INC.

SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



PRELIMINARY  
NOT FOR  
CONSTRUCTION

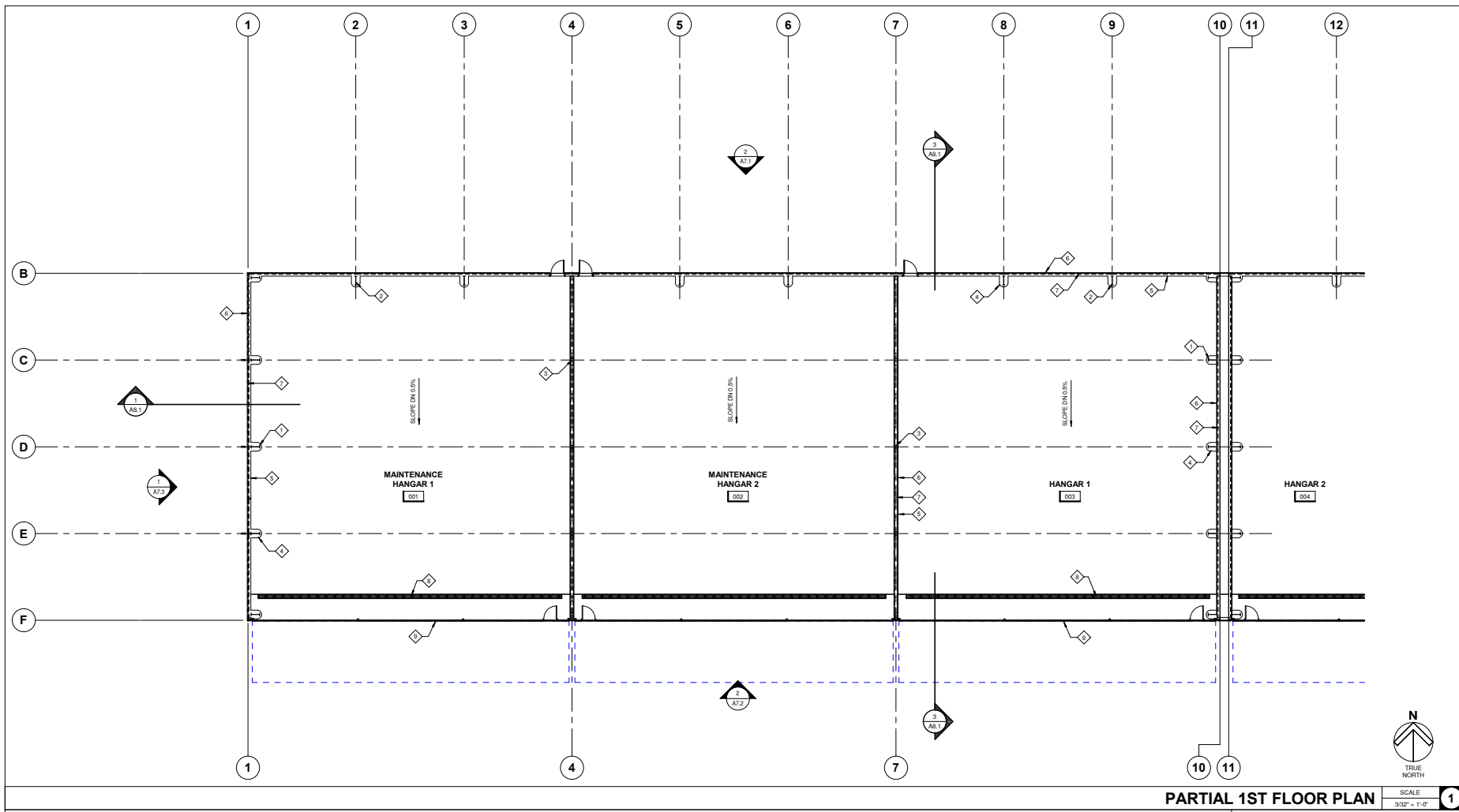
JRMA & ASSOCIATES SHALL RETAIN ALL COPYRIGHT  
AND PATENT RIGHTS AND OTHER INTELLECTUAL RIGHTS,  
INCLUDING THE COPYRIGHT FOR THIS DOCUMENT,  
INCLUDING REPRODUCED DESIGN AND SPECIFICATIONS.

### FBO & HANGARS PARTIAL FLOOR PLAN

DATE	SCALE	AS NOTED
11/28/19	Author	Checker
DWN		CHK

JRMA Project No.  
4083

## A6.2



### PARTIAL 1ST FLOOR PLAN

SCALE  
3/32" = 1'-0"

- #### KEYNOTES
- ◇ METAL BUILDING SYSTEMS-RIGID FRAME COLUMN
  - ◇ METAL BUILDING SYSTEMS-END WALL COLUMN
  - ◇ METAL BUILDING SYSTEMS-SUPPORT COLUMN
  - ◇ CAST IN PLACE CONCRETE PEDESTAL
  - ◇ CAST IN PLACE CONCRETE CURB
  - ◇ FORMED METAL WALL PANELS
  - ◇ METAL BUILDING SYSTEMS-SECONDARY WALL FRAMING
  - ◇ FACILITY TRENCH DRAINS
  - ◇ HANGAR FOLD UP DOOR

NO REVISION "B" DESIGN REVISIONS ON THIS SHEET



Project Revision	
▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED-SERVICE  
FIXED BASE  
OPERATOR

**JAY'S  
AIRCRAFT  
MAINTENANCE,  
INC.**

SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



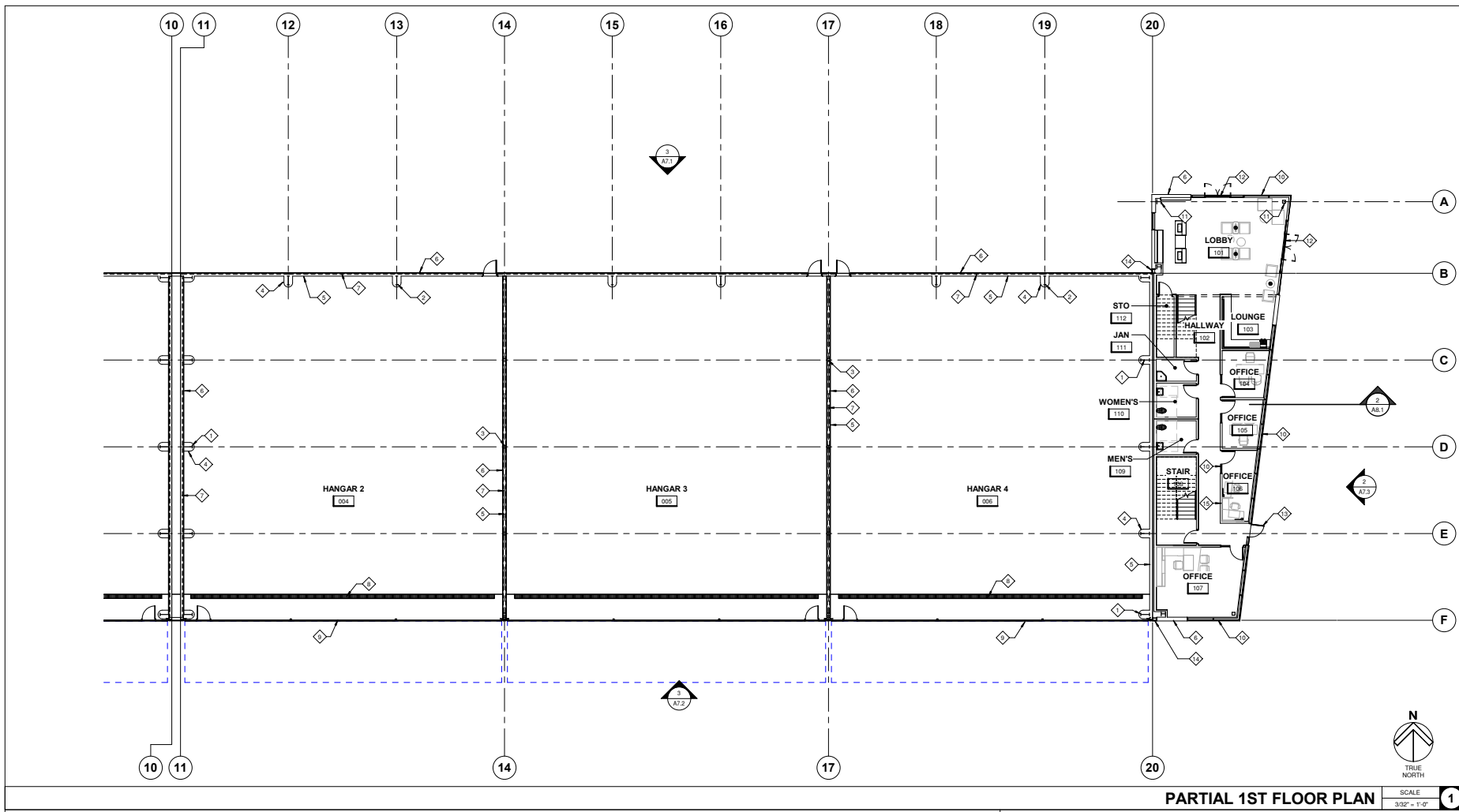
PRELIMINARY  
NOT FOR  
CONSTRUCTION

JRMA & ASSOCIATES SHALL RETAIN ALL COPYRIGHT AND PATENT RIGHTS INCLUDING THE COPYRIGHT FOR THIS DOCUMENT INCLUDING REPRODUCED DESIGN AND SPECIFICATIONS.

**FBO &  
HANGARS  
PARTIAL  
FLOOR PLAN**

11/28/19 AS NOTED  
DATE SCALE  
DWN Author Checker  
JRMA Project No.  
4083

**A6.3**



**PARTIAL 1ST FLOOR PLAN** SCALE 3/32" = 1'-0" 1

KEYNOTES	
◇ METAL BUILDING SYSTEMS-RIGID FRAME COLUMN	◇ EXTERIOR EXPANSION JOINT COVER ASSEMBLIES
◇ METAL BUILDING SYSTEMS-END WALL COLUMN	◇ NON-STRUCTURAL METAL STUD FRAMING
◇ METAL BUILDING SYSTEMS-SUPPORT COLUMN	
◇ CAST IN PLACE CONCRETE PEDESTAL	
◇ CAST IN PLACE CONCRETE CURB	
◇ FORMED METAL WALL PANELS	
◇ METAL BUILDING SYSTEMS-SECONDARY WALL FRAMING	
◇ FACILITY TRENCH DRAINS	
◇ HANGAR FOLD UP DOOR	
◇ ALUMINUM-FRAMED STOREFRONTS	
◇ STRUCTURAL STEEL COLUMN	
◇ SLIDING AUTOMATIC ENTRANCES	
◇ ALUMINUM DOORS AND FRAMES	

NO REVISION "B" DESIGN REVISIONS ON THIS SHEET



2700 SATURN ST | BREA, CA 92821  
 T. 714.524.1870 | F. 714.524.1875  
 WWW.JRMA.COM

Project Revision	
▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED-SERVICE  
 FIXED BASE  
 OPERATOR

JAY'S  
 AIRCRAFT  
 MAINTENANCE,  
 INC.

SOUTHWEST SITE  
 JOHN WAYNE AIRPORT  
 ORANGE COUNTY, CA



PRELIMINARY  
 NOT FOR  
 CONSTRUCTION

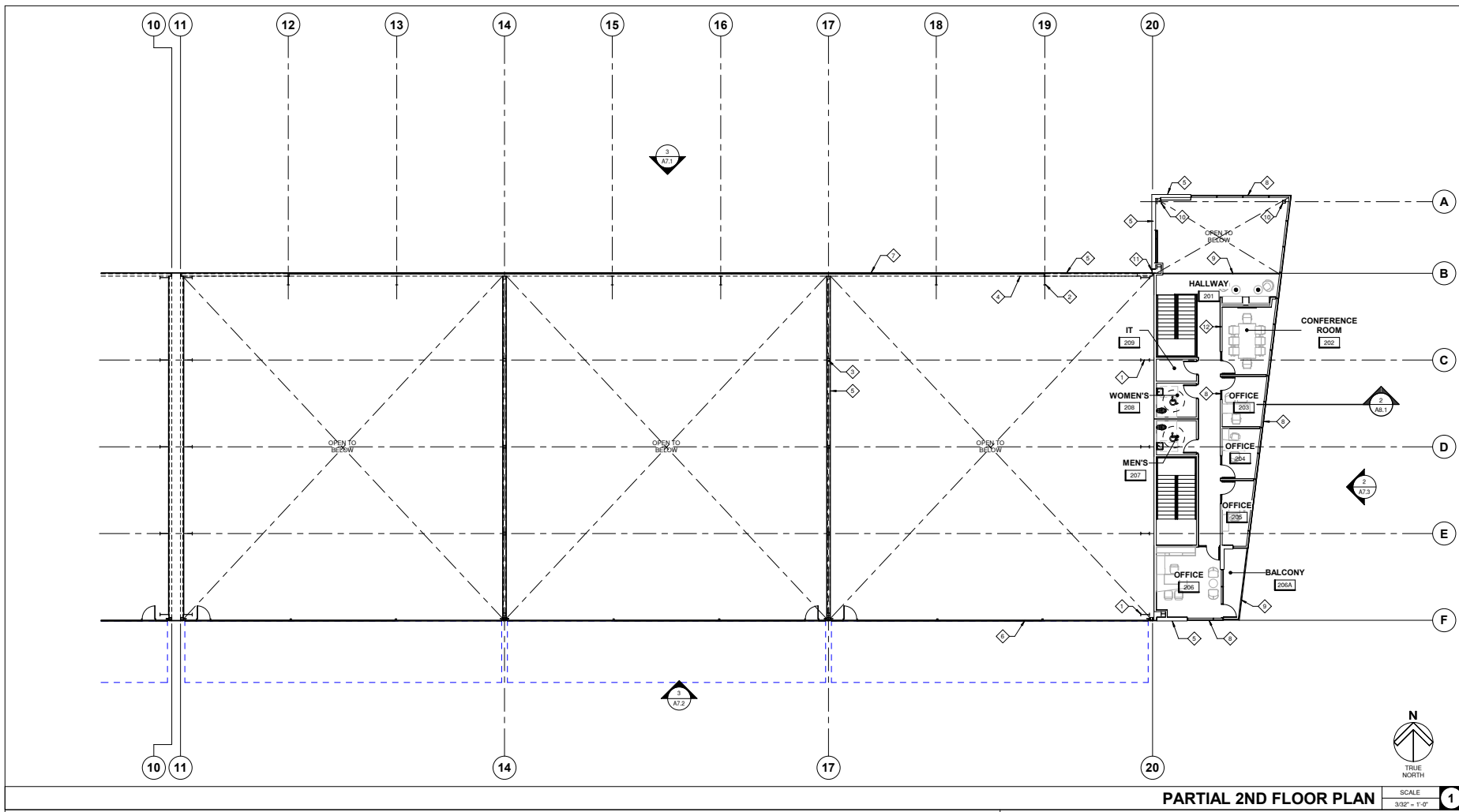
JRMA & ASSOCIATES SHALL RETAIN ALL COPYRIGHT  
 AND PATENT RIGHTS AND OTHER INTELLECTUAL PROPERTY RIGHTS,  
 INCLUDING THE COPYRIGHT FOR THIS DOCUMENT,  
 INCLUDING REPRODUCED DESIGN AND SPECIFICATIONS.

FBO &  
 HANGARS  
 PARTIAL  
 SECOND  
 FLOOR PLAN

DATE	AS NOTED
11/28/19	SCALE
DWN	Author
	Checker

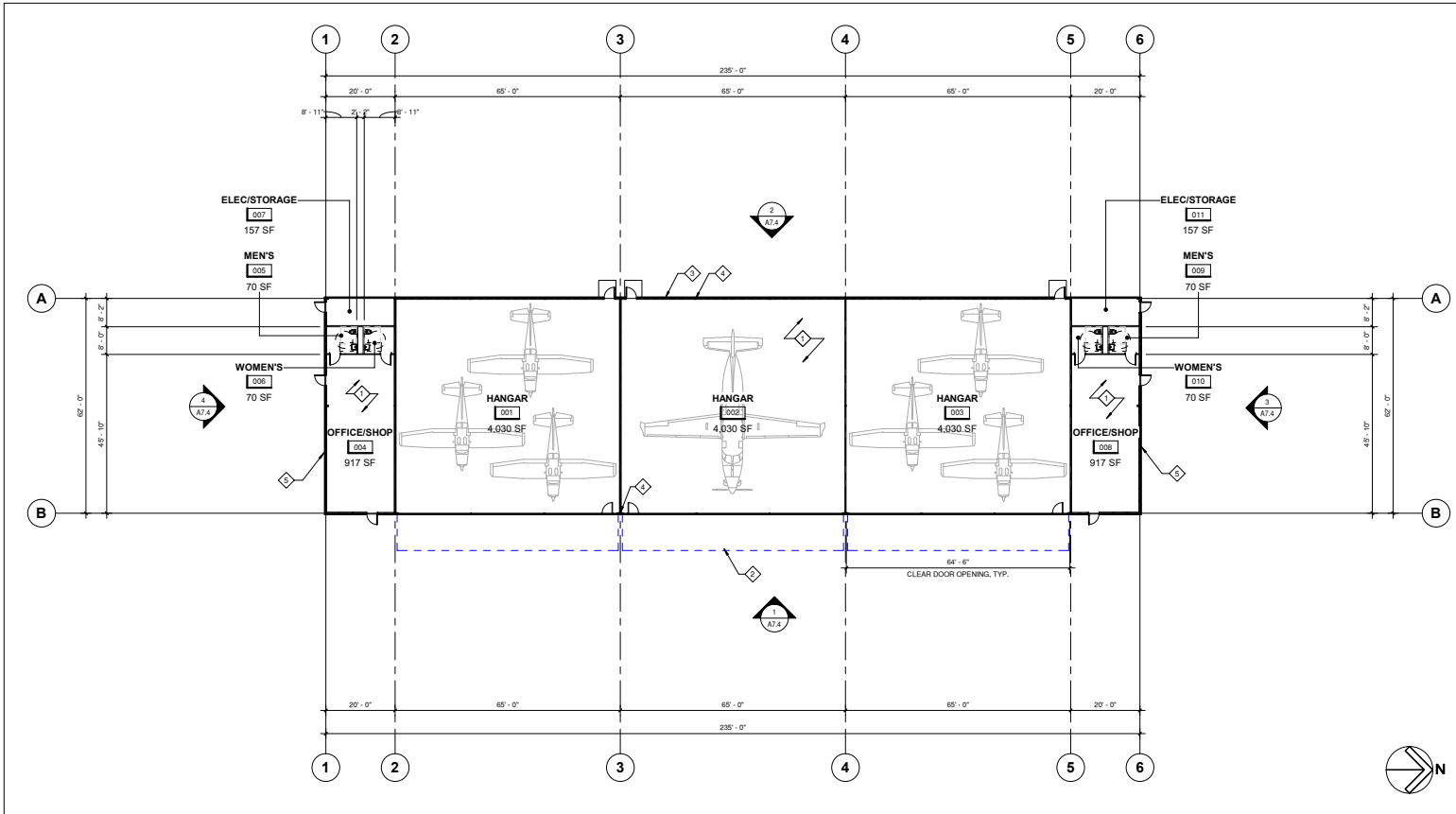
JRMA Project No.  
 4083

A6.4



**PARTIAL 2ND FLOOR PLAN** SCALE 3/32" = 1'-0" 1

- KEYNOTES**
- ◇ METAL BUILDING SYSTEMS-RIGID FRAME COLUMN
  - ◇ METAL BUILDING SYSTEMS-END WALL COLUMN
  - ◇ METAL BUILDING SYSTEMS-SUPPORT COLUMN
  - ◇ METAL BUILDING SYSTEMS-SECONDARY WALL FRAMING
  - ◇ FORMED METAL WALL PANELS
  - ◇ HANGAR FOLD UP DOOR
  - ◇ STRUCTURED POLYCARBONATE PANEL ASSEMBLIES
  - ◇ ALUMINUM-FRAMED STOREFRONTS
  - ◇ PIPE AND TUBE RAILINGS
  - ◇ STRUCTURAL STEEL COLUMN
  - ◇ EXTERIOR EXPANSION JOINT COVER ASSEMBLIES
  - ◇ NON-STRUCTURAL METAL STUD FRAMING



**KEYNOTES**

- ◊ CAST IN PLACE CONCRETE FLOOR
- ◊ HANGAR FOLD UP DOOR
- ◊ STRUCTURAL METAL FRAMING
- ◊ STRUCTURAL STEEL COLUMN
- ◊ ALUMINUM FRAMED STOREFRONTS

**ROOM SCHEDULE**

ROOM #	ROOM NAME	NET AREA (SF)
001	HANGAR	4,030 SF
002	HANGAR	4,030 SF
003	HANGAR	4,030 SF
004	OFFICE/SHOP	917 SF
005	MEN'S	70 SF
006	WOMEN'S	70 SF
007	ELEC-STORAGE	157 SF
008	OFFICE/SHOP	917 SF
009	MEN'S	70 SF
010	WOMEN'S	70 SF
011	ELEC-STORAGE	157 SF
TOTAL OCCUPIABLE AREA:		14,516 SF
STRUCT & PIPE AREA:		54 SF
TOTAL GROSS AREA:		14,570 SF

**BOX HANGAR GROUP 1 FLOOR PLAN** SCALE 1/16" = 1'-0" 1



2700 SATURN ST | BREA, CA 92821  
T. 714.524.1870 | F. 714.524.1875  
WWW.JRMA.COM

**Project Revision**

▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

**LIMITED SERVICE  
FIXED BASE  
OPERATOR**

**JAY'S  
AIRCRAFT  
MAINTENANCE,  
INC.**

**SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA**



**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

JRMA & ASSOCIATES SHALL RETAIN ALL COPYRIGHT AND PATENT RIGHTS INCLUDING THE COPYRIGHT FOR THIS DOCUMENT INCLUDING REPRODUCED DESIGN AND SPECIFICATIONS.

**BOX HANGAR  
GROUP 1  
FLOOR PLAN**

**AS NOTED DATE**  
**AS NOTED SCALE**

**Author**  
**Checker**  
**CHK**

JRMA Project No. 4083

**A6.5**



2700 SATURN ST | BREA, CA 92821  
T. 714.524.1870 | F. 714.524.1875  
WWW.JRMA.COM

Project Revision

▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
FIXED BASE  
OPERATOR

**JAY'S  
AIRCRAFT  
MAINTENANCE,  
INC.**

SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



PRELIMINARY  
NOT FOR  
CONSTRUCTION

JRMA & ASSOCIATES SHALL RETAIN ALL COPYRIGHT  
AND PATENT RIGHTS AND OTHER INTELLECTUAL RIGHTS,  
INCLUDING THE COPYRIGHT FOR THIS DOCUMENT,  
INCLUDING REPRODUCED DESIGN AND SPECIFICATIONS.

**T HANGAR 1-3  
FLOOR PLAN**

AS NOTED DATE: DWN  
AS NOTED SCALE: CHK  
JRMA Project No. 4083

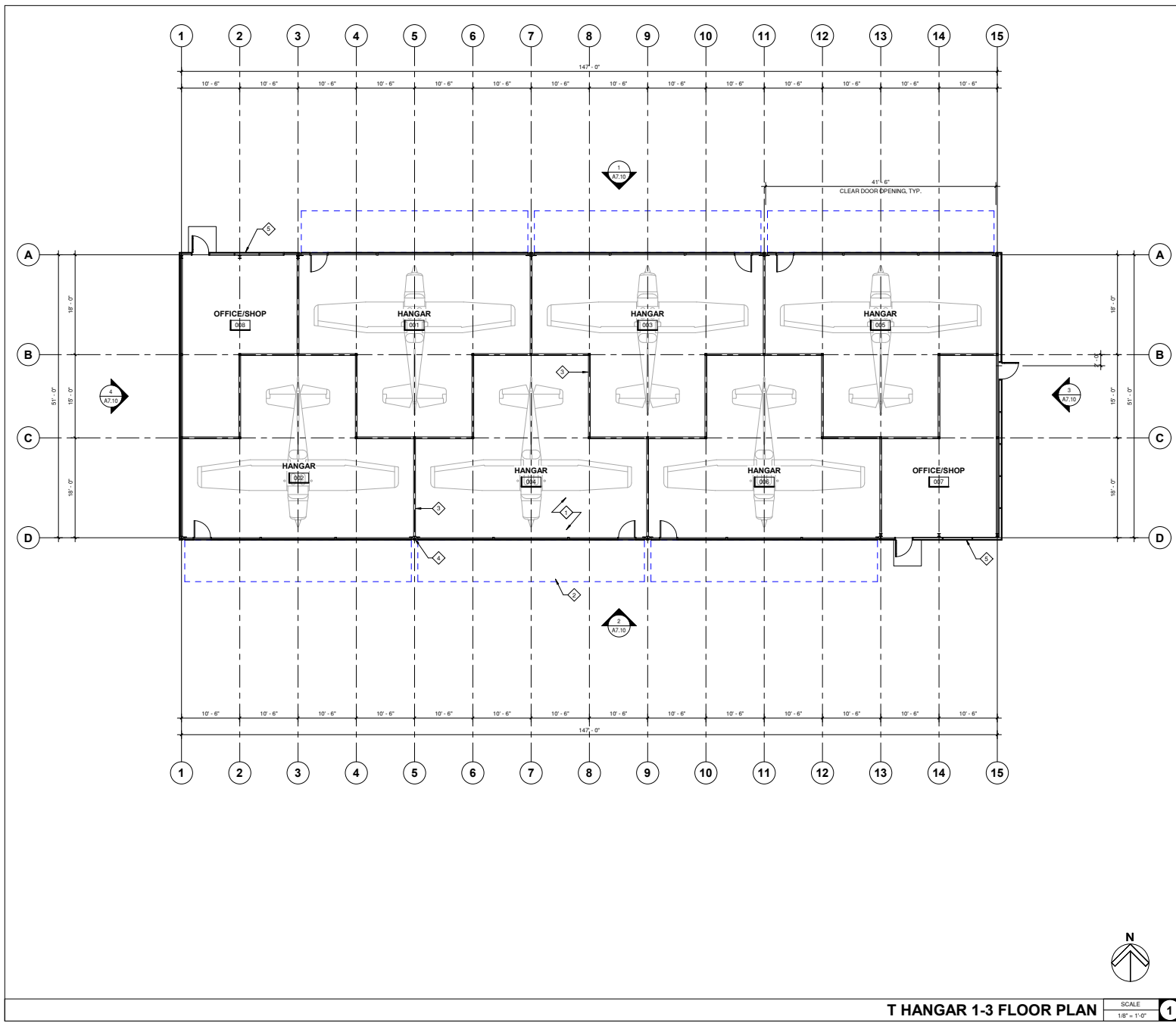
**A6.11**

**KEYNOTES**

- ◊ CAST IN PLACE CONCRETE FLOOR
- ◊ HANGAR FOLD UP DOOR
- ◊ NON-STRUCTURAL METAL STUD FRAMING
- ◊ STRUCTURAL STEEL COLUMN
- ◊ ALUMINUM FRAMED STOREFRONTS

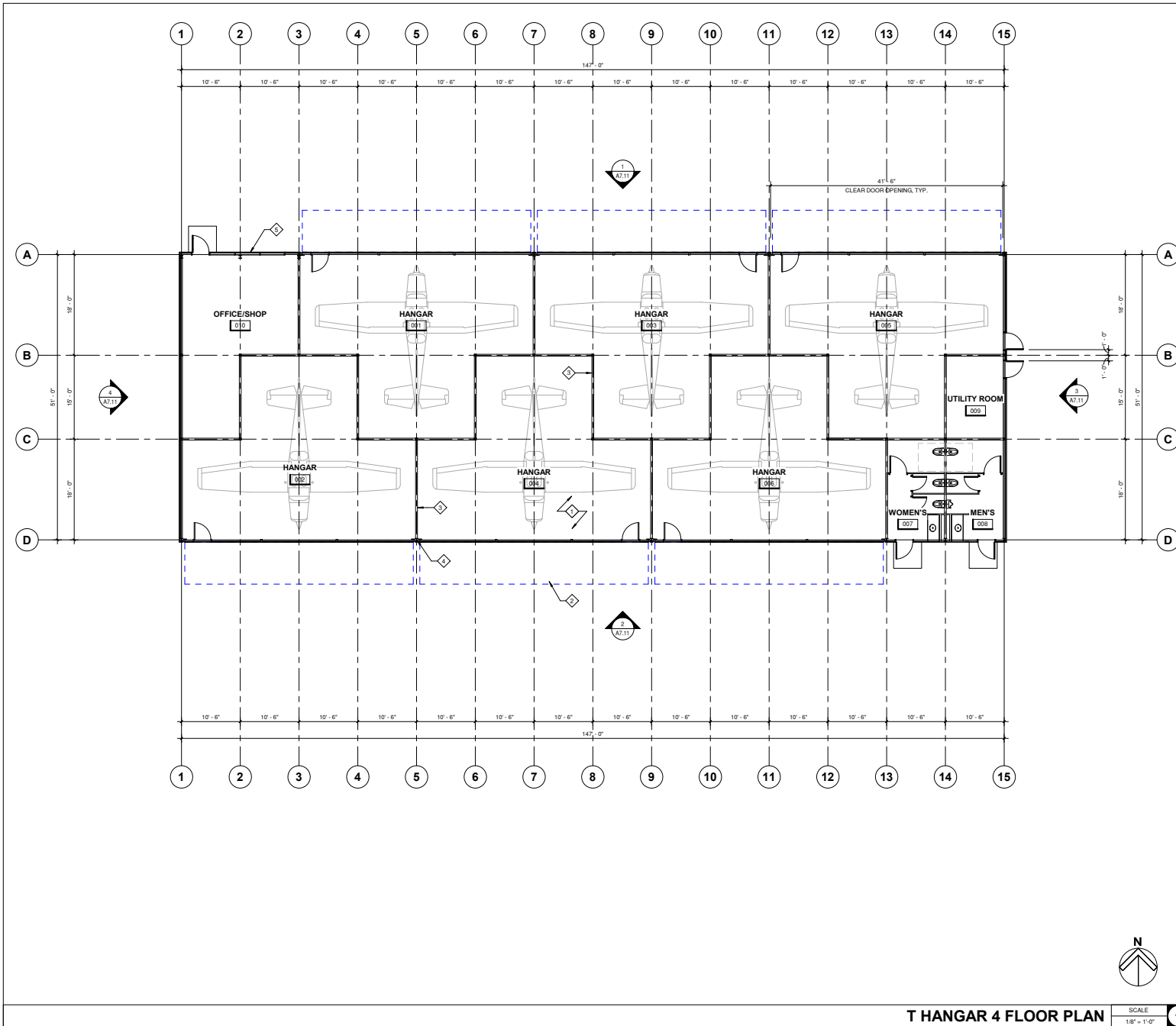
**ROOM SCHEDULE**

ROOM #	ROOM NAME	NET AREA (SF)
001	HANGAR	1,071 SF
002	HANGAR	1,071 SF
003	HANGAR	1,071 SF
004	HANGAR	1,071 SF
005	HANGAR	1,071 SF
006	HANGAR	1,071 SF
007	OFFICE/SHOP	530 SF
008	OFFICE/SHOP	530 SF
TOTAL OCCUPABLE AREA:		7,488 SF
STRUCT AREA:		11 SF
TOTAL GROSS AREA:		7,497 SF



**T HANGAR 1-3 FLOOR PLAN** SCALE 1/8" = 1'-0" 1

NO REVISION "B" DESIGN REVISIONS ON THIS SHEET



**KEYNOTES**

- ◊ CAST IN PLACE CONCRETE FLOOR
- ◊ HANGAR FOLD UP DOOR
- ◊ NON-STRUCTURAL METAL STUD FRAMING
- ◊ STRUCTURAL STEEL COLUMN
- ◊ ALUMINUM FRAMED STOREFRONTS

**ROOM SCHEDULE**

ROOM #	ROOM NAME	NET AREA (SF)
001	HANGAR	1,071 SF
002	HANGAR	1,071 SF
003	HANGAR	1,071 SF
004	HANGAR	1,071 SF
005	HANGAR	1,071 SF
006	HANGAR	1,071 SF
007	WOMEN'S	181 SF
008	MEN'S	177 SF
009	UTILITY ROOM	153 SF
010	OFFICE/SHOP	530 SF
TOTAL OCCUPABLE AREA:		7,482 SF
STRUCT & PIPE AREA:		30 SF
TOTAL GROSS AREA:		7,492 SF



2700 SATURN ST | BREA, CA 92821  
T. 714.524.1870 | F. 714.524.1875  
WWW.JRMA.COM

**Project Revision**

▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

**LIMITED SERVICE  
FIXED BASE  
OPERATOR**

**JAY'S  
AIRCRAFT  
MAINTENANCE,  
INC.**

**SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA**



**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

JRMA & ASSOCIATES SHALL RETAIN ALL COPYRIGHT AND PATENT RIGHTS INCLUDING THE COPYRIGHT FOR THIS DOCUMENT INCLUDING REPRESENTED DESIGN AND SPECIFICATIONS.

**T HANGAR 4  
FLOOR PLAN**

**AS NOTED**      **AS NOTED**  
**DATE**            **SCALE**  
**DWN**             **Author**      **Checker**  
**CHK**

JRMA Project No.  
4083

**A6.12**

**T HANGAR 4 FLOOR PLAN**      SCALE 1/8" = 1'-0"      1

NO REVISION "B" DESIGN REVISIONS ON THIS SHEET



2700 SATURN ST | BREA, CA 92821  
T. 714.524.1870 | F. 714.524.1875  
WWW.JRMA.COM

**Project Revision**

▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED-SERVICE  
FIXED BASE  
OPERATOR

JAY'S  
AIRCRAFT  
MAINTENANCE,  
INC.

SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



PRELIMINARY  
NOT FOR  
CONSTRUCTION

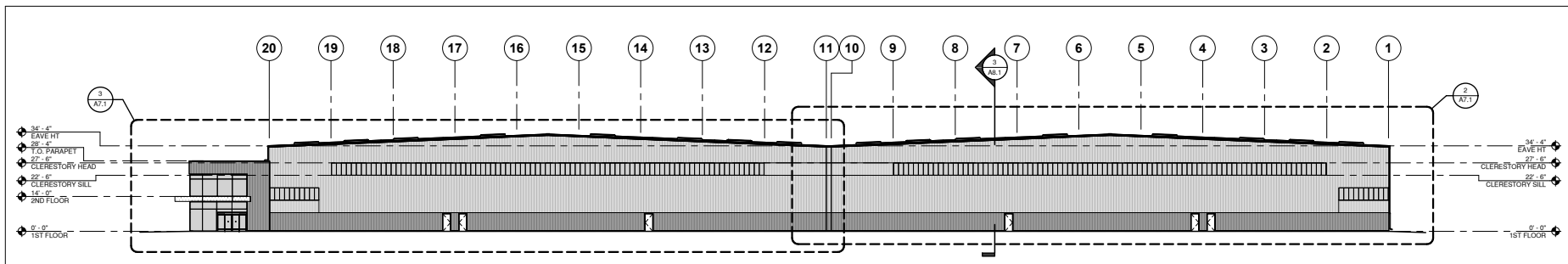
IF VALUE & ASSOCIATES SHALL RETAIN ALL COPYRIGHT AND PATENT RIGHTS INCLUDING THE COPYRIGHT FOR THIS DOCUMENT INCLUDING REPRODUCED DESIGN AND INFORMATION.

FBO &  
HANGARS  
EXTERIOR  
ELEVATIONS

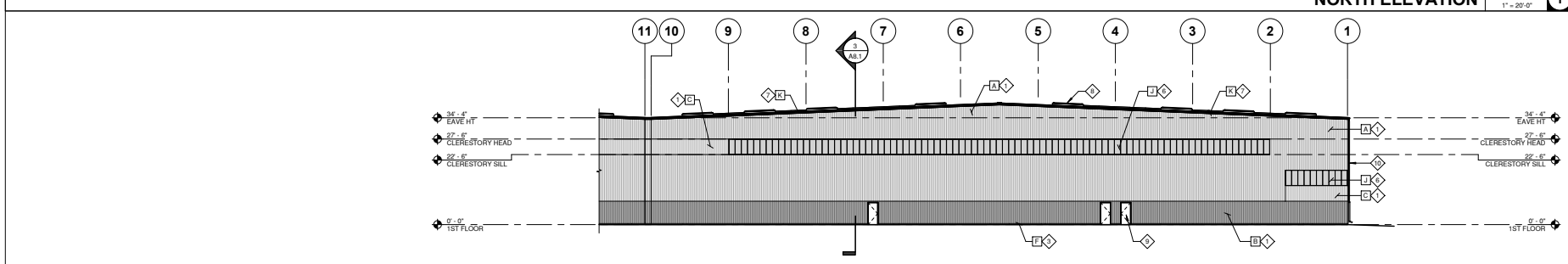
09/07/11	AS NOTED
DATE	SCALE
Author	Checker
DWN	CHK

JRMA Project No.  
4083

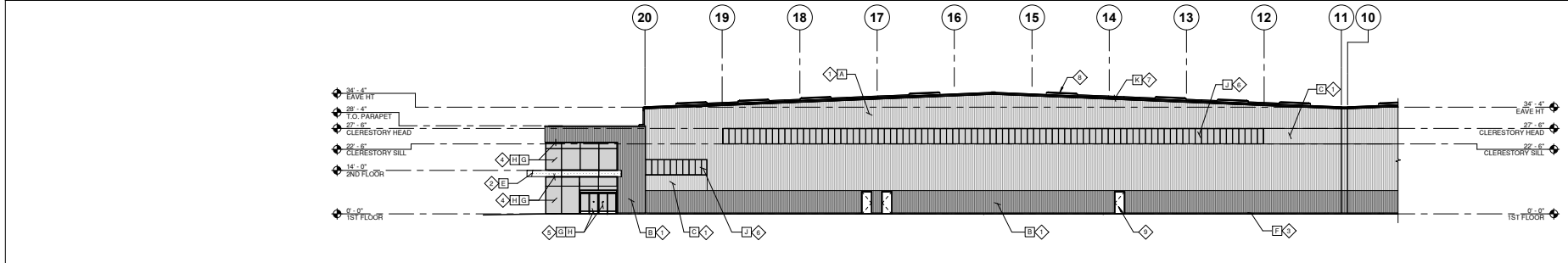
**A7.1**



**NORTH ELEVATION** SCALE 1" = 20'-0" 1



**PARTIAL NORTH ELEVATION** SCALE 1/16" = 1'-0" 2



**PARTIAL NORTH ELEVATION** SCALE 1/16" = 1'-0" 3

FINISH KEYNOTES		KEYNOTES
#	MANUFACTURER	PRODUCT/COLOR
A	METAL SALES	T10-B: METALLIC SILVER
B	METAL SALES	T10-B: MISTIQUE GRAY
C	METAL SALES	T10-B: ORANGE (CUSTOM COLOR)
D	METAL SALES	MAGNALOC: SNOWDRIFT WHITE
E	ALPOLIC/PE	TS2 SILVER METALLIC
F	N/A	CLEAR CONCRETE SEALER
G	VITRO	SOLAR GRAY
H	N/A	BLACK ALUMINUM
I	CPI DAYLIGHTING	GRAY MATTE
K	N/A	PAIN METALLIC SILVER

◆	FORMED METAL WALL PANELS
◆	METAL COMPOSITE MATERIAL WALL PANELS
◆	CAST IN PLACE CONCRETE CURB
◆	ALUMINUM-FRAMED STOREFRONTS
◆	SLIDING AUTOMATIC ENTRANCES
◆	STRUCTURED POLYCARBONATE PANEL ASSEMBLIES
◆	METAL BUILDING SYSTEMS - RAKE TRIM
◆	UNIT SKYLIGHT
◆	HOLLOW METAL DOORS AND FRAMES
◆	RAINWATER LEADERS





2700 SATURN ST | BREA, CA 92821  
T. 714.524.1870 | F. 714.524.1875  
WWW.JRMA.COM

Project Revision	
▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED-SERVICE  
FIXED BASE  
OPERATOR

JAY'S  
AIRCRAFT  
MAINTENANCE,  
INC.

SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



PRELIMINARY  
NOT FOR  
CONSTRUCTION

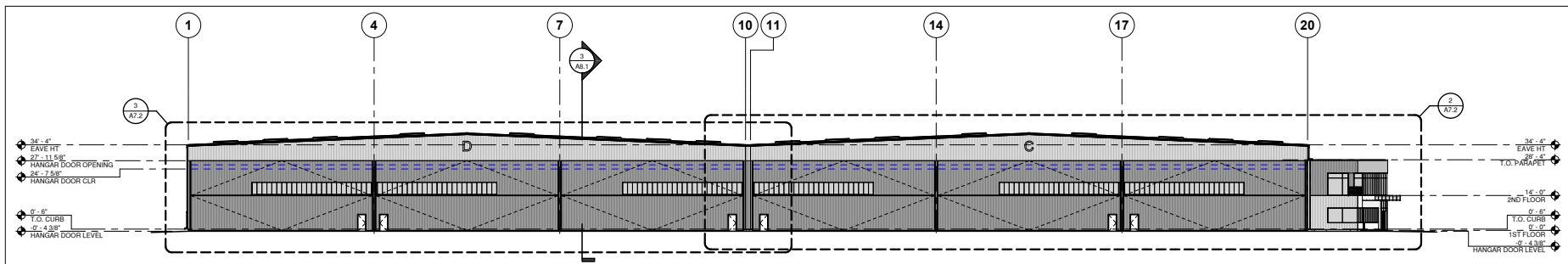
JRMA & ASSOCIATES SHALL RETAIN ALL COPYRIGHT  
AND PATENT RIGHTS AND OTHER INTELLECTUAL RIGHTS,  
INCLUDING THE COPYRIGHT FOR THIS DOCUMENT,  
INCLUDING REPRODUCED DESIGN AND SPECIFICATIONS.

FBO &  
HANGARS  
EXTERIOR  
ELEVATIONS

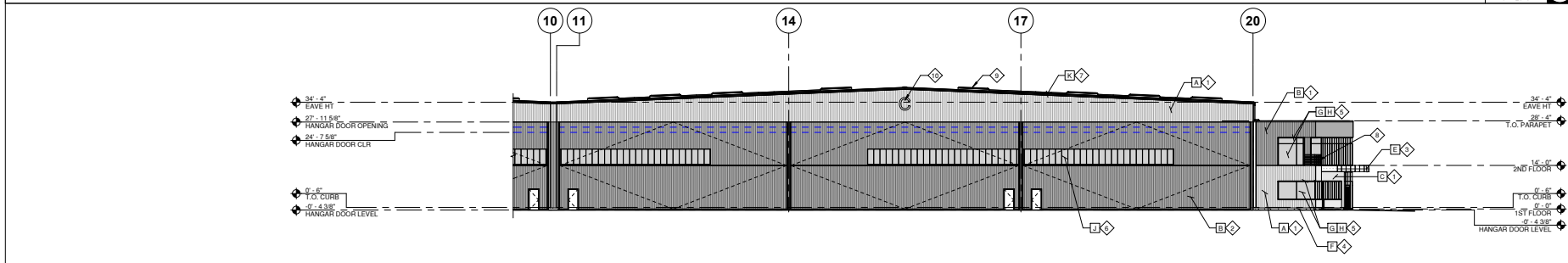
DATE	SCALE	AS NOTED
09/07/11		
DWN	Author	Checker

JRMA Project No.  
4083

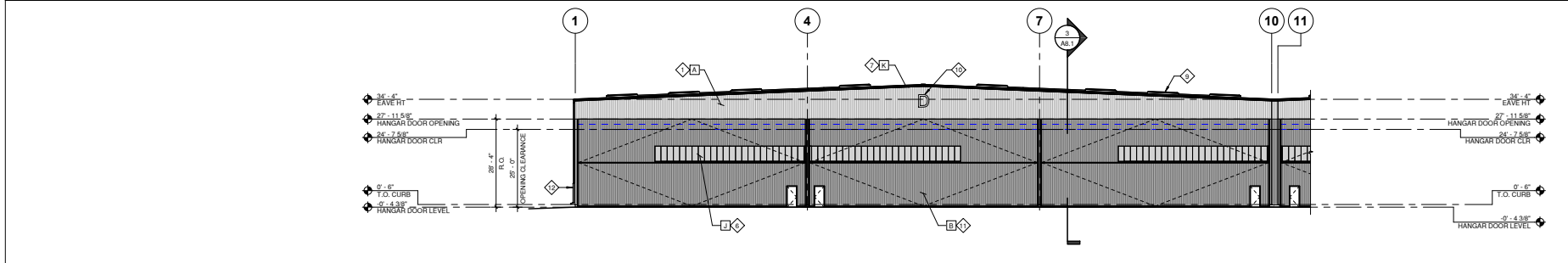
A7.2



**SOUTH ELEVATION** SCALE 1" = 20'-0" 1



**PARTIAL SOUTH ELEVATION** SCALE 1/16" = 1'-0" 2



**PARTIAL SOUTH ELEVATION** SCALE 1/16" = 1'-0" 3

FINISH KEYNOTES		KEYNOTES
#	MANUFACTURER PRODUCT COLOR	
A	METAL SALES T10-B: METALLIC SILVER	◇ FORMED METAL WALL PANELS
B	METAL SALES T10-B: MISTIQUE GRAY	◇ HANGAR FOLD UP DOOR
C	METAL SALES T10-B: ORANGE (CUSTOM COLOR)	◇ METAL COMPOSITE MATERIAL WALL PANELS
D	METAL SALES MAGNALOC: SNOWDRIFT WHITE	◇ CAST IN PLACE CONCRETE CURB
E	ALPOLIC-PE TS2 SILVER METALLIC	◇ ALUMINUM-FRAMED STOREFRONTS
F	N/A CLEAR CONCRETE SEALER	◇ STRUCTURED POLYCARBONATE PANEL ASSEMBLIES
G	VITRO SOLAR GRAY	◇ METAL BUILDING SYSTEMS - RAKE TRIM
H	N/A BLACK ALUMINUM	◇ PIPE AND TUBE RAILINGS
I	CPI DAYLIGHTING GRAY MATTE	◇ UNIT SKYLIGHT
J	N/A PAINT METALLIC SILVER	◇ DIMENSIONAL LETTER SIGNAGE
		◇ HANGAR FOLD UP DOOR
		◇ RAINWATER LEADERS

NO REVISION "B" DESIGN REVISIONS ON THIS SHEET



2700 SATURN ST | BREA, CA 92821  
T. 714.524.1870 | F. 714.524.1875  
WWW.JRMA.COM

Project Revision	
▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED-SERVICE  
FIXED BASE  
OPERATOR

JAY'S  
AIRCRAFT  
MAINTENANCE,  
INC.

SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



PRELIMINARY  
NOT FOR  
CONSTRUCTION

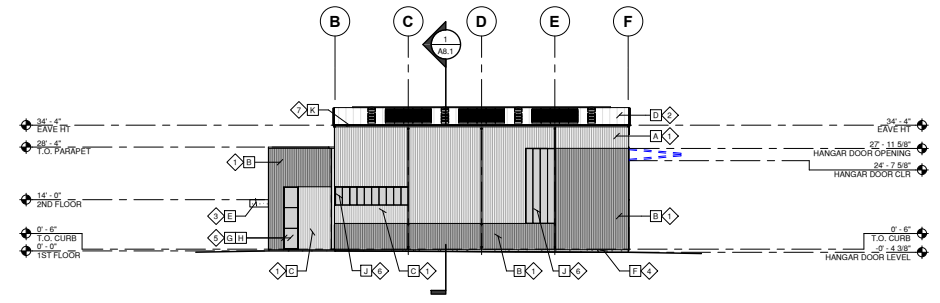
JRMA & ASSOCIATES SHALL RETAIN ALL COPYRIGHT  
AND PATENT RIGHTS AND OTHER INTELLECTUAL RIGHTS,  
INCLUDING THE COPYRIGHT FOR THIS DOCUMENT,  
INCLUDING REPRODUCED DESIGN AND SPECIFICATIONS.

FBO &  
HANGARS  
EXTERIOR  
ELEVATIONS

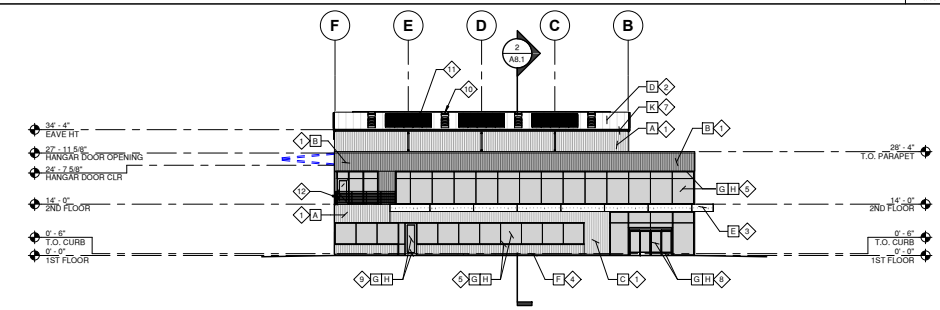
DATE	SCALE	AS NOTED
12/30/19	SCALE	SCALE
DWN	Author	Checker

JRMA Project No.  
4083

A7.3



**WEST ELEVATION** SCALE 1/16" = 1'-0" **1**



**EAST ELEVATION** SCALE 1/16" = 1'-0" **2**

**FINISH KEYNOTES**

#	MANUFACTURER	PRODUCT/COLOR
A	METAL SALES	T10-B: METALLIC SILVER
B	METAL SALES	T10-B: MISTIQUE GRAY
C	METAL SALES	T10-B: ORANGE (CUSTOM COLOR)
D	METAL SALES	MAGNALOC: SNOWDRIFT WHITE
E	ALPOLIC/PE	TS2 SILVER METALLIC
F	N/A	CLEAR CONCRETE SEALER
G	VITRO	SOLAR GRAY
H	N/A	BLACK ALUMINUM
I	CPI DAYLIGHTING	GRAY MATTE
N	N/A	PAINT METALLIC SILVER

**KEYNOTES**

- ◇ FORMED METAL WALL PANELS
- ◇ METAL ROOF PANELS
- ◇ METAL COMPOSITE MATERIAL WALL PANELS
- ◇ CAST IN PLACE CONCRETE CURB
- ◇ ALUMINUM-FRAMED STOREFRONTS
- ◇ STRUCTURED POLYCARBONATE PANEL ASSEMBLIES
- ◇ METAL BUILDING SYSTEMS - EAVE GUTTER
- ◇ SLIDING AUTOMATIC ENTRANCES
- ◇ ALUMINUM DOORS AND FRAMES
- ◇ UNIT SKYLIGHT
- ◇ PHOTOVOLTAIC COLLECTORS
- ◇ PIPE AND TUBE RAILINGS

Project Revision

RFP SUBMITTAL	12-19-2019
ADDENDUM 16 REV	06-01-2020

LIMITED SERVICE  
FIXED BASE  
OPERATOR

**JAY'S  
AIRCRAFT  
MAINTENANCE,  
INC.**

SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



PRELIMINARY  
NOT FOR  
CONSTRUCTION

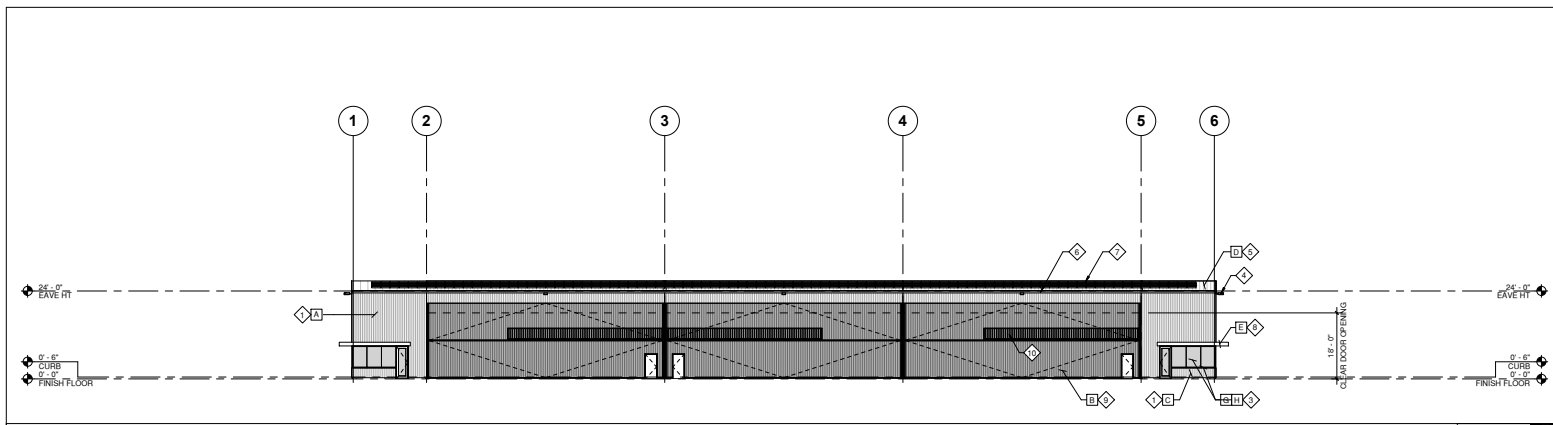
JRMA & ASSOCIATES SHALL RETAIN ALL COPYRIGHT  
AND PATENT RIGHTS AND OTHER INTELLECTUAL RIGHTS,  
INCLUDING THE COPYRIGHT FOR THIS DOCUMENT,  
INCLUDING REPRODUCED DESIGN AND SPECIFICATIONS.

**BOX HANGAR  
GROUP 1  
EXTERIOR  
ELEVATIONS**

09/07/11	AS NOTED
DATE	SCALE
DWN	Author
	Checker

JRMA Project No.  
4083

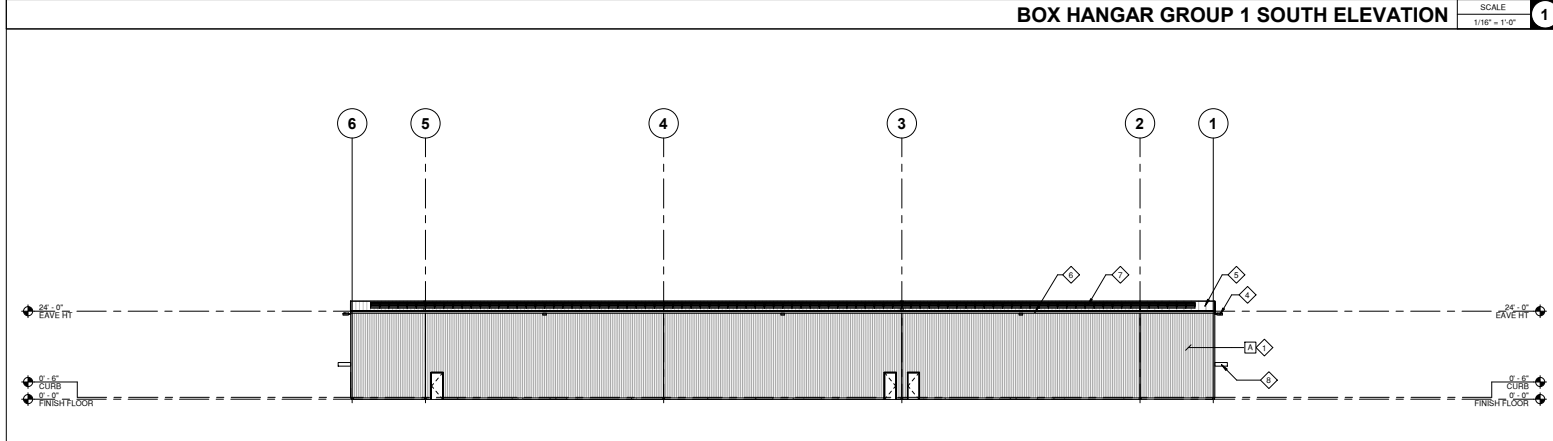
**A7.4**



**BOX HANGAR GROUP 1 SOUTH ELEVATION** SCALE 1/16" = 1'-0" **1**

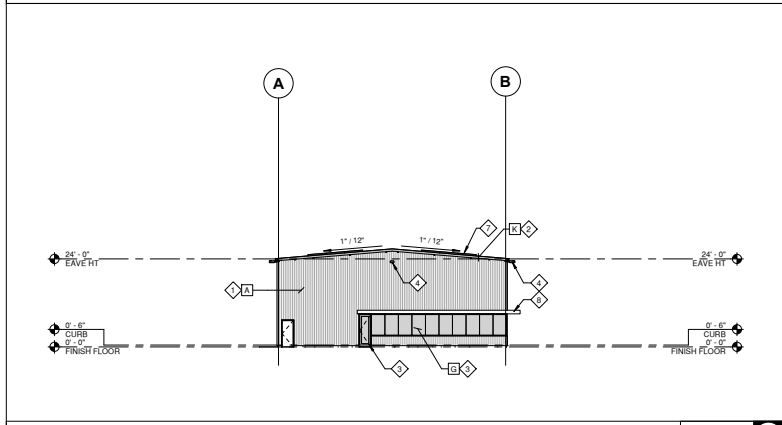
- KEYNOTES**
- ◇ STRUCTURAL METAL FRAMING
  - ◇ RAKE TRIM
  - ◇ ALUMINUM-FRAMED STOREFRONTS
  - ◇ EXTERIOR LIGHTING
  - ◇ ROOF PANELS
  - ◇ MANUFACTURED GUTTERS AND DOWNSPOUTS
  - ◇ PHOTOVOLTIC COLLECTORS
  - ◇ CANOPY
  - ◇ HANGAR FOLD UP DOOR
  - ◇ STRUCTURED POLYCARBONATE PANEL ASSEMBLIES

- FINISH KEYNOTES**

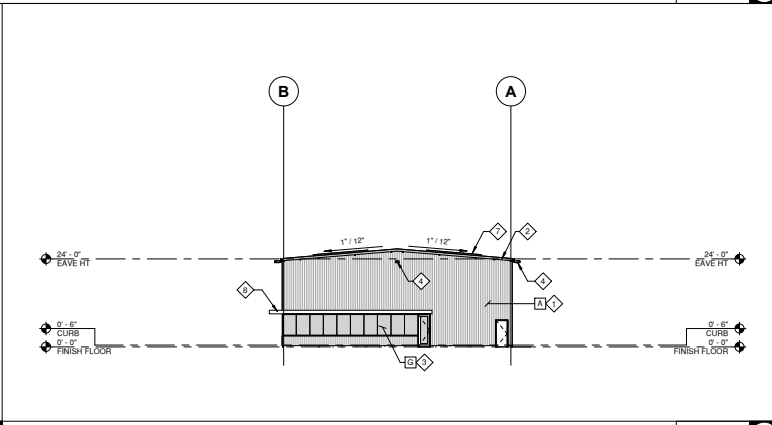


**BOX HANGAR GROUP 1 NORTH ELEVATION** SCALE 1/16" = 1'-0" **2**

#	MANUF	PRODUCT/ COLOR
A	METAL SALES	T10-B: METALLIC SILVER
B	METAL SALES	T10-B: MISTIQUE GRAY
C	METAL SALES	T10-B: ORANGE (CUSTOM COLOR)
D	METAL SALES	MAGNALOC: SNOWDRIFT WHITE
E	ALPOLIGRPE	TS2 SILVER METALLIC
G	VITRO	SOLAR GRAY
K	NA	PAINT METALLIC SILVER



**BOX HANGAR GROUP 1 WEST ELEVATION** SCALE 1/16" = 1'-0" **4**



**BOX HANGAR GROUP 1 EAST ELEVATION** SCALE 1/16" = 1'-0" **3**

NO REVISION "B" DESIGN REVISIONS ON THIS SHEET



2700 SATURN ST | BREA, CA 92821  
T. 714.524.1870 | F. 714.524.1875  
WWW.JRMA.COM

Project Revision	
▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
FIXED BASE  
OPERATOR

JAY'S  
AIRCRAFT  
MAINTENANCE,  
INC.

SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



PRELIMINARY  
NOT FOR  
CONSTRUCTION

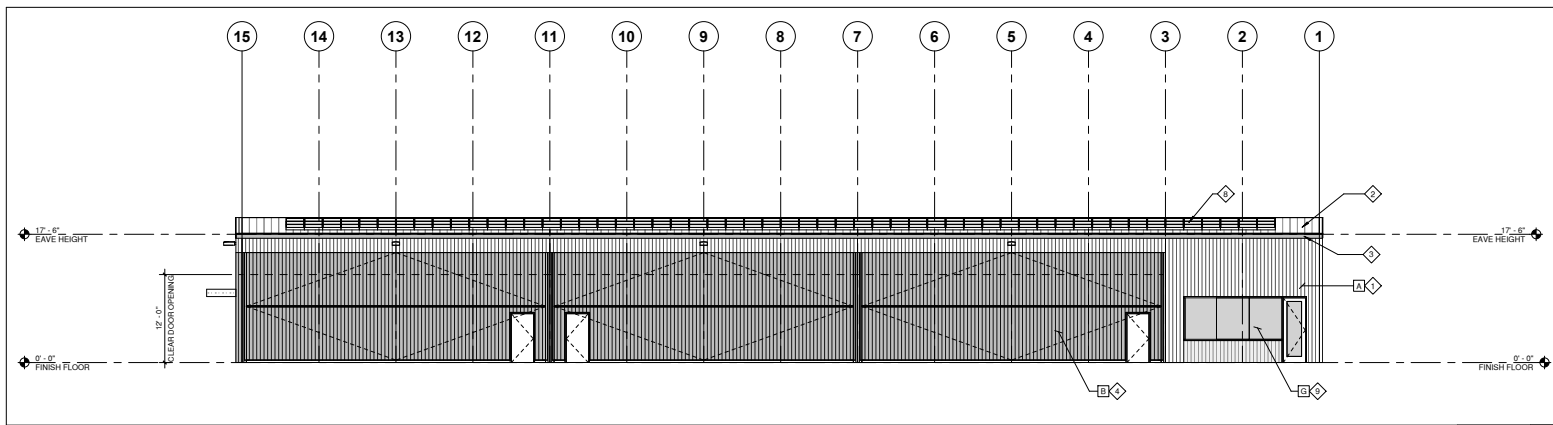
IF OWNER & ASSOCIATES SHALL RETAIN ALL COPYRIGHT AND PATENT RIGHTS INCLUDING THE COPYRIGHT FOR THIS DOCUMENT INCLUDING REPRODUCED DESIGN AND SPECIFICATIONS.

T HANGAR 1-3  
EXTERIOR  
ELEVATIONS

DATE	SCALE	AS NOTED
09/07/11		
DWN	Author	Checker

JRMA Project No.  
4083

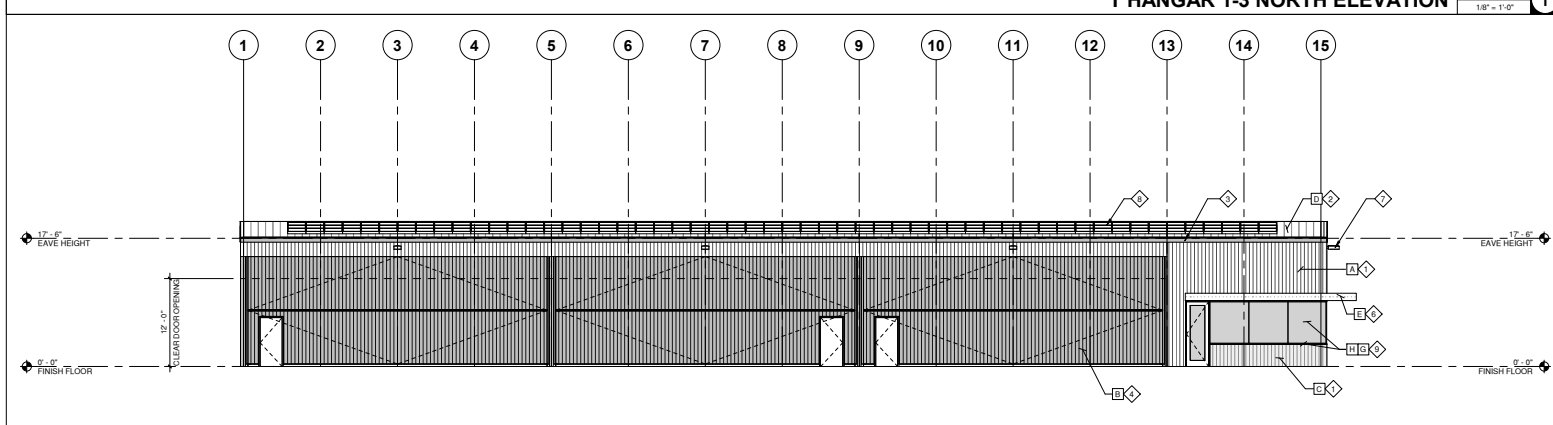
A7.10



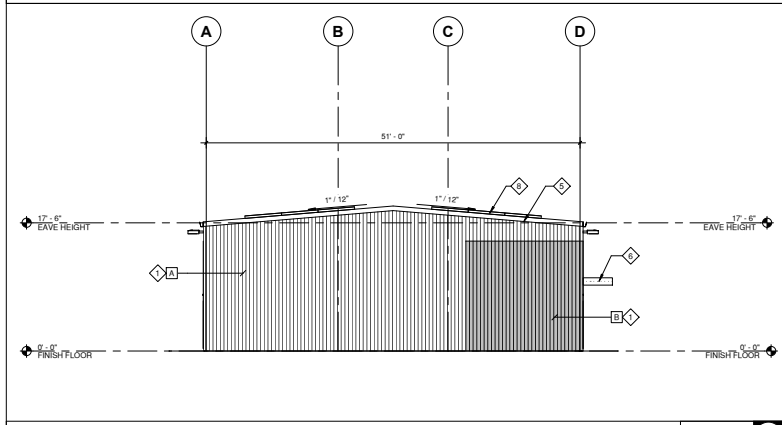
T HANGAR 1-3 NORTH ELEVATION SCALE 1/8" = 1'-0" 1

KEYNOTES	
◇	STRUCTURAL METAL FRAMING
◇	ROOF PANELS
◇	MANUFACTURED GUTTERS AND DOWNSPOUTS
◇	HANGAR FOLD UP DOOR
◇	RAKE TRIM
◇	CANOPY
◇	EXTERIOR LIGHTING
◇	PHOTOVOLTAIC COLLECTORS
◇	ALUMINUM-FRAMED STOREFRONTS

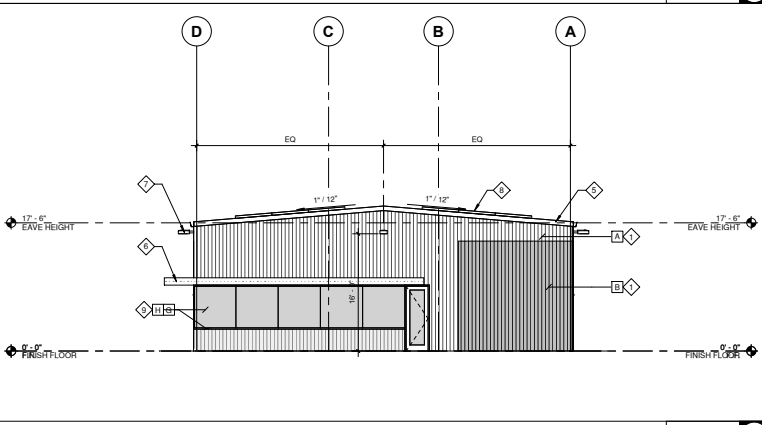
FINISH KEYNOTES		
#	MANUF	PRODUCT/COLOR
A	METAL SALES	T10-B: METALLIC SILVER
B	METAL SALES	T10-B: MISTIQUE GRAY
C	METAL SALES	T10-B: ORANGE (CUSTOM COLOR)
D	METAL SALES	MAGNALOC: SNOWDRIFT WHITE
E	ALPOLIGPE	TS2 SILVER METALLIC
F	NA	CLEAR CONCRETE SEALER
G	VITRO	SOLAR GRAY
H	NA	BLACK ALUMINUM
K	NA	PAINT METALLIC SILVER



T HANGAR 1-3 SOUTH ELEVATION SCALE 1/8" = 1'-0" 2



T HANGAR 1-3 WEST ELEVATION SCALE 1/8" = 1'-0" 4



T HANGAR 1-3 EAST ELEVATION SCALE 1/8" = 1'-0" 3

NO REVISION "B" DESIGN REVISIONS ON THIS SHEET



2700 SATURN ST | BREA, CA 92821  
T. 714.524.1870 | F. 714.524.1875  
WWW.JRMA.COM

Project Revision

▲	RFP SUBMITTAL	12.19.2019
▲	ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
FIXED BASE  
OPERATOR

JAY'S  
AIRCRAFT  
MAINTENANCE,  
INC.

SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



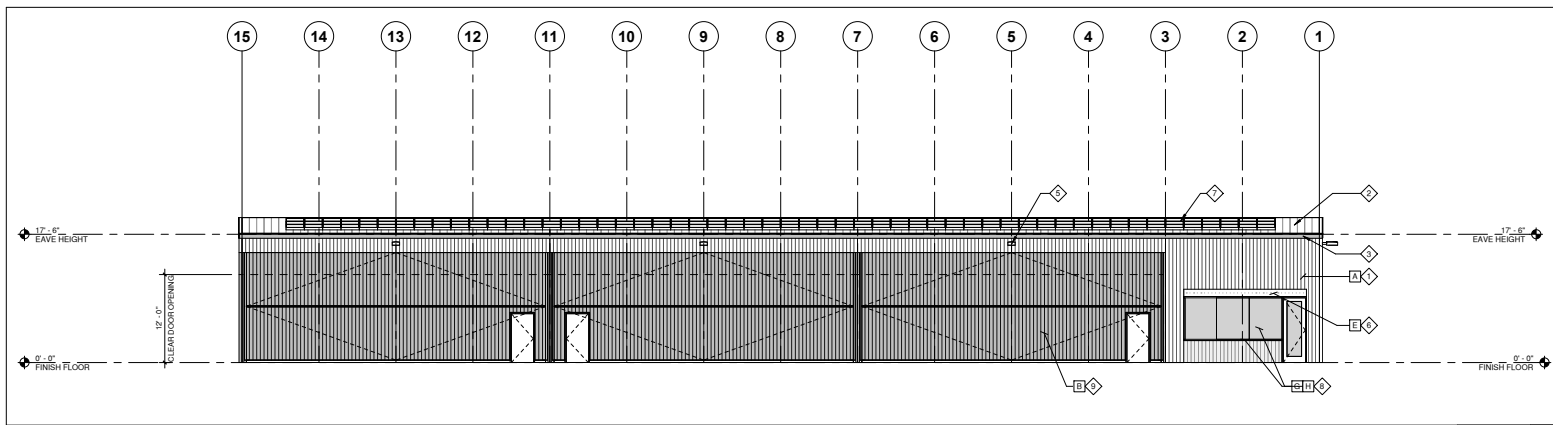
PRELIMINARY  
NOT FOR  
CONSTRUCTION

JRMA & ASSOCIATES SHALL RETAIN ALL COPYRIGHT  
AND PATENT RIGHTS AND OTHER INTELLECTUAL RIGHTS,  
INCLUDING THE COPYRIGHT FOR THIS DOCUMENT,  
INCLUDING REPRODUCED DESIGN AND SPECIFICATIONS.

T HANGAR 4  
EXTERIOR  
ELEVATIONS

09/07/11	AS NOTED
DATE	SCALE
DWN	Author
	Checker
JRMA Project No. 4083	

A7.11



T HANGAR 4 NORTH ELEVATION

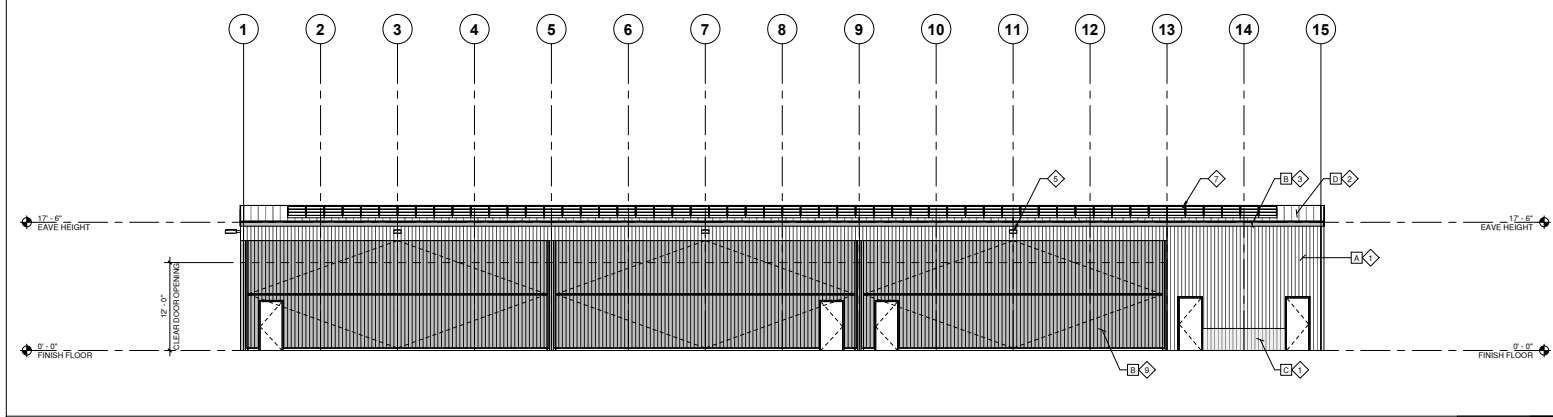
SCALE  
1/8" = 1'-0"

1

**KEYNOTES**

- ◇ STRUCTURAL METAL FRAMING
- ◇ ROOF PANELS
- ◇ MANUFACTURED GLITTERS AND DOWNSPOUTS
- ◇ RAKE TRIM
- ◇ EXTERIOR LIGHTING
- ◇ CANOPY
- ◇ PHOTOVOLTAIC COLLECTORS
- ◇ ALUMINUM FRAMED STOREFRONTS
- ◇ HANGAR FOLD UP DOOR

**FINISH KEYNOTES**

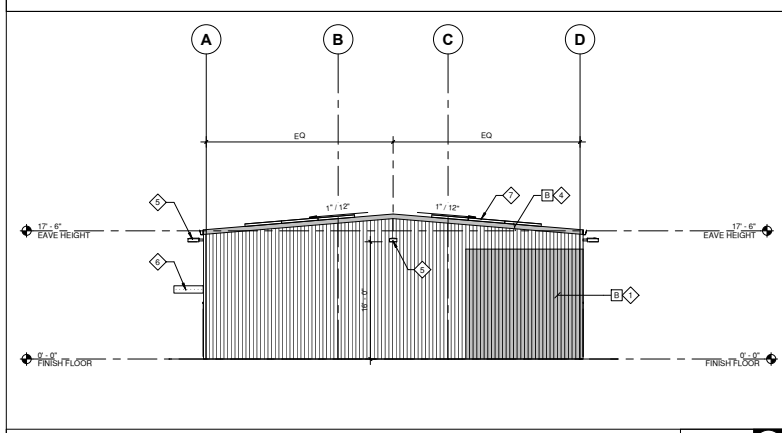


T HANGAR 4 SOUTH ELEVATION

SCALE  
1/8" = 1'-0"

2

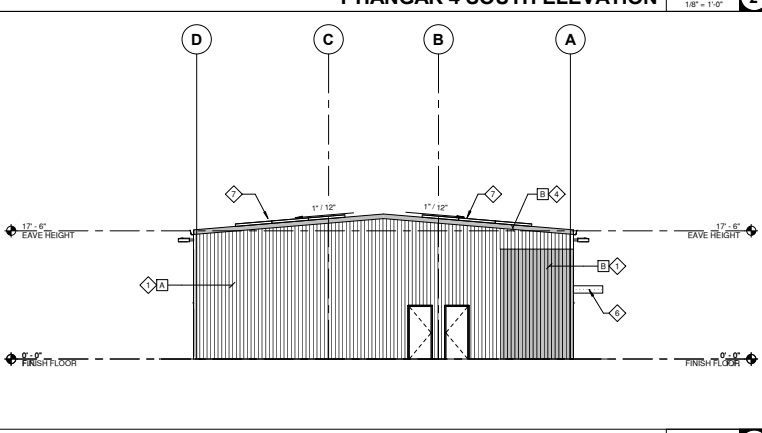
#	MANUF	PRODUCT/ COLOR
A	METAL SALES	T10-B: METALLIC SILVER
B	METAL SALES	T10-B: MISTIQUE GRAY
C	METAL SALES	T10-B: ORANGE (CUSTOM COLOR)
D	METAL SALES	MAGNALOC: SNOWDRIFT WHITE
E	ALPOLIGPE	TS2 SILVER METALLIC
F	NA	CLEAR CONCRETE SEALER
G	VITRO	SOLAR GRAY
H	NA	BLACK ALUMINUM



T HANGAR 4 WEST ELEVATION

SCALE  
1/8" = 1'-0"

4



T HANGAR 4 EAST ELEVATION

SCALE  
1/8" = 1'-0"

3

NO REVISION "B" DESIGN REVISIONS ON THIS SHEET





2700 SATURN ST | BREA, CA 92821  
T. 714.524.1870 | F. 714.524.1875  
WWW.JRMA.COM

Project Revision	
▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED-SERVICE  
FIXED BASE  
OPERATOR

JAY'S  
AIRCRAFT  
MAINTENANCE,  
INC.

SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



PRELIMINARY  
NOT FOR  
CONSTRUCTION

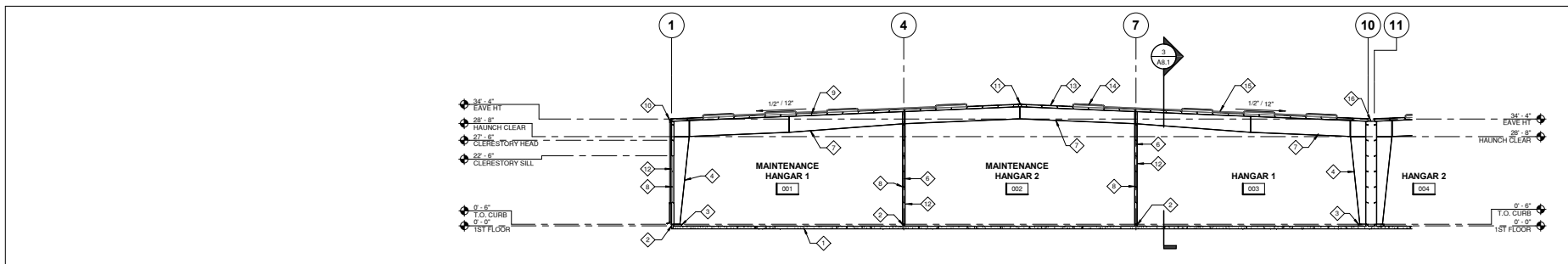
JRMA & ASSOCIATES SHALL RETAIN ALL COPYRIGHT  
LAW PATENT AND OTHER PROTECTED RIGHTS,  
INCLUDING THE COPYRIGHT FOR THIS DOCUMENT,  
INCLUDING REPRODUCED DESIGN AND SPECIFICATIONS.

FBO &  
HANGARS  
BUILDING  
SECTIONS

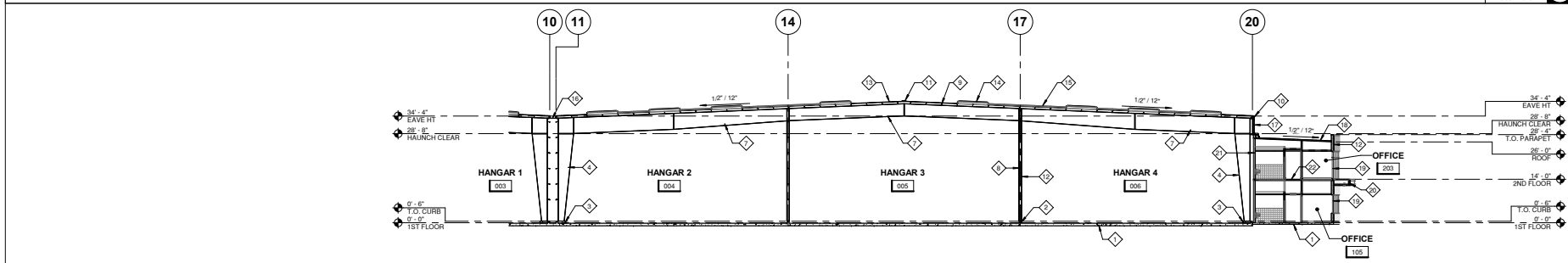
DATE	SCALE	AS NOTED
09/07/11	Author	SCALE
DWN	Author	CHK

JRMA Project No.  
4083

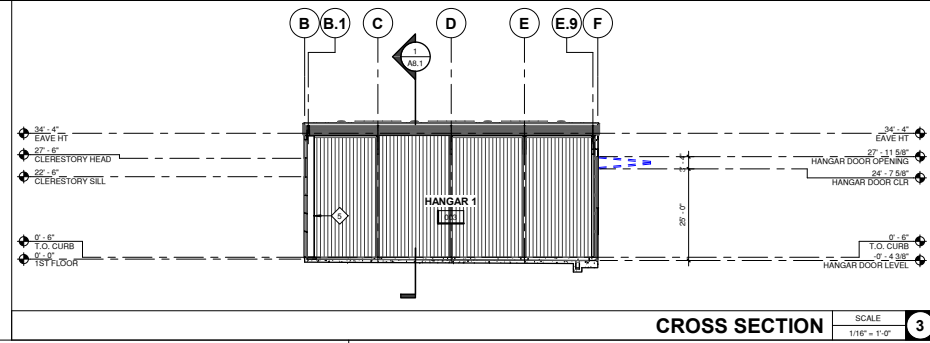
A8.1



**BUILDING SECTION 1 - SOUTH** SCALE 1/16" = 1'-0" 1



**BUILDING SECTION 1 - NORTH** SCALE 1/16" = 1'-0" 2



**CROSS SECTION** SCALE 1/16" = 1'-0" 3

KEYNOTES	
◆ CAST IN PLACE CONCRETE FLOOR	◆ UNIT SKYLIGHT
◆ CAST IN PLACE CONCRETE CURB	◆ PHOTOVOLTAIC COLLECTORS
◆ CAST IN PLACE CONCRETE PEDESTAL	◆ STAINLESS STEEL VALLEY GUTTER @ SEISMIC GAP
◆ METAL BUILDING SYSTEMS-RIGID FRAME COLUMN	◆ RAINWATER LEADERS
◆ METAL BUILDING SYSTEMS-END WALL COLUMN	◆ MEMBRANE ROOFING
◆ METAL BUILDING SYSTEMS-SUPPORT COLUMN	◆ ALUMINUM-FRAMED STOREFRONTS
◆ METAL BUILDING SYSTEMS-RIGID FRAME BEAM	◆ METAL COMPOSITE MATERIAL WALL PANELS
◆ METAL BUILDING SYSTEMS-SECONDARY WALL FRAMING	◆ NON-STRUCTURAL METAL STUD FRAMING
◆ METAL BUILDING SYSTEMS-SECONDARY ROOF FRAMING	◆ STEEL FLOOR DECKING
◆ METAL BUILDING SYSTEMS - EAVE GUTTER	
◆ METAL BUILDING SYSTEMS-RIDGE VENTS	
◆ FORMED METAL WALL PANELS	
◆ METAL ROOF PANELS	

NO REVISION "B" DESIGN REVISIONS ON THIS SHEET



# JRMA

ARCHITECTS ENGINEERS

2700 SATURN ST. BREA, CA 92821  
T. 714.524.1870 F. 714.524.1875  
WWW.JRMA.COM

Project Revision	
▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
FIXED BASE  
OPERATOR

## JAY'S AIRCRAFT MAINTENANCE, INC.

SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



PRELIMINARY  
NOT FOR  
CONSTRUCTION

JRMA & ASSOCIATES SHALL RETAIN ALL COMMON-LAW,  
STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE  
COPYRIGHT FOR THE DOCUMENT INCLUDING REPRODUCED  
DESIGNS AND SPECIFICATIONS.

## AERIAL RENDERINGS 1

AS NOTED	AS NOTED
DATE	SCALE
XX	XX
DWN	CRK

JRMA Project No.  
4083

# A9.1

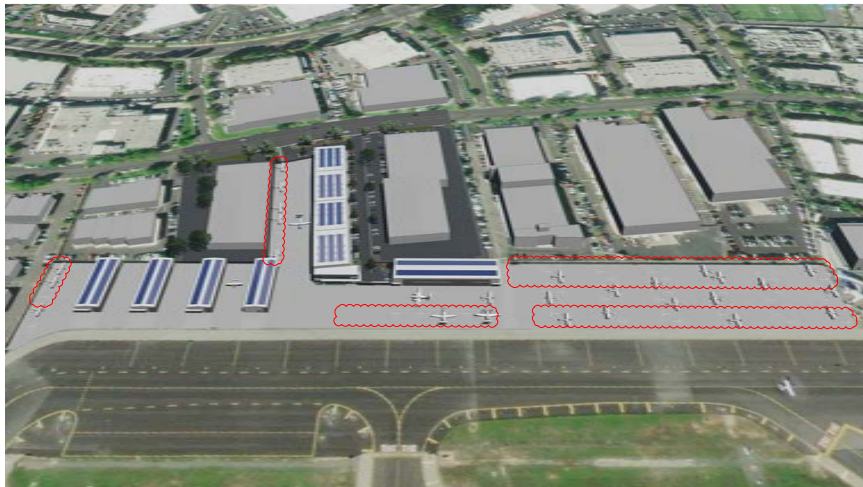




AERIAL VIEW NORTHWEST FROM AIRFIELD 1



AERIAL VIEW SOUTHWEST FROM AIRFIELD 2



AERIAL VIEW WEST FROM AIRFIELD 3



AERIAL VIEW NORTH FROM AIRFIELD 4

**JRMA**  
ARCHITECTS ENGINEERS

2700 SATURN ST. BREA, CA 92821  
T. 714.524.1870 F. 714.524.1875  
WWW.JRMA.COM

Project Revision	
▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
FIXED BASE  
OPERATOR

**JAY'S  
AIRCRAFT  
MAINTENANCE,  
INC.**

SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



PRELIMINARY  
NOT FOR  
CONSTRUCTION

JRMA & ASSOCIATES SHALL RETAIN ALL COMMON-LAW,  
STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE  
COPYRIGHT FOR THE DOCUMENT INCLUDING REPRODUCED  
DESIGNS AND SPECIFICATIONS.

**AERIAL  
RENDERINGS 2**

AS NOTED	AS NOTED
DATE XX	SCALE XX
DWN	CRK

JRMA Project No.  
4083

**A9.2**



# JRMA

ARCHITECTS ENGINEERS

2700 SATURN ST. BREA, CA 92821  
T. 714.524.1870 F. 714.524.1875  
WWW.JRMA.COM

Project Revision	
△ RFP SUBMITTAL	12.19.2019
△ ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
FIXED BASE  
OPERATOR

**JAY'S  
AIRCRAFT  
MAINTENANCE,  
INC.**

SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



PRELIMINARY  
NOT FOR  
CONSTRUCTION

JRMA & ASSOCIATES SHALL RETAIN ALL COMMON-LAW,  
STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE  
COPYRIGHT FOR THE DOCUMENT INCLUDING REPRODUCED  
DESIGNS AND SPECIFICATIONS.

**FBO EXTERIOR  
RENDERINGS 1**

AS NOTED	AS NOTED
DATE: XX	SCALE: XX
DWN	CRK

JRMA Project No.  
4083

## A9.3

**VIEW WEST OF FBO ENTRY AIRSIDE 1**

NO REVISION 'B' DESIGN REVISIONS ON THIS SHEET





VIEW SOUTHEAST OF FBO ENTRY LANDSIDE 1



VIEW NORTH OF FBO AIRSIDE 2



VIEW SOUTH OF FBO ENTRY AIRSIDE 3



AERIAL VIEW WEST OF FBO AIRSIDE 4

**JRMA**  
ARCHITECTS ENGINEERS

2700 SATURN ST. BREA, CA 92821  
T. 714.524.1870 F. 714.524.1875  
WWW.JRMA.COM

Project Revision	
▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
FIXED BASE  
OPERATOR

**JAY'S  
AIRCRAFT  
MAINTENANCE,  
INC.**

SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



PRELIMINARY  
NOT FOR  
CONSTRUCTION

JRMA & ASSOCIATES SHALL RETAIN ALL COPYRIGHT AND OTHER RESERVED RIGHTS INCLUDING THE COPYRIGHT FOR THE DOCUMENT INCLUDING REPRODUCED, DESIGN AND SPECIFICATIONS.

**FBO EXTERIOR  
RENDERINGS 2**

AS NOTED	AS NOTED
DATE XX	SCALE XX
DWN	CRK

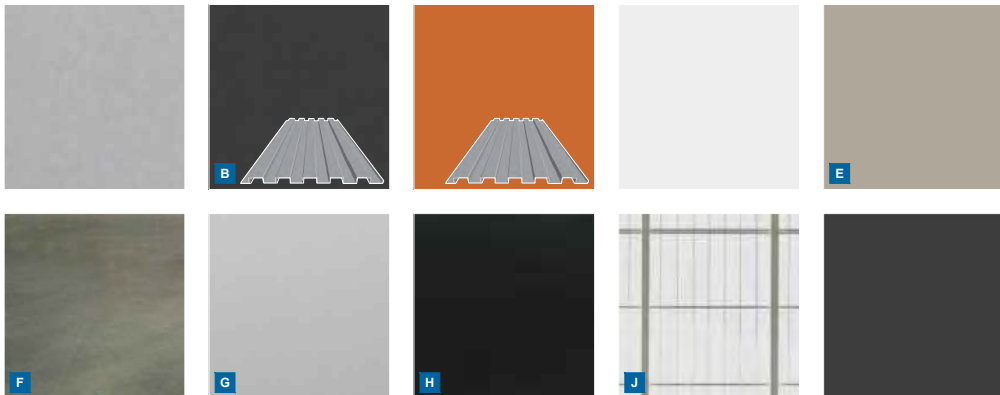
JRMA Project No.  
4083

**A9.4**



### EXTERIOR CONCEPT FBO MATERIALS

- A. T10-B: METALLIC SILVER
- B. T10-B: MISTIQUE PLUS
- C. T10-B: ORANGE (CUSTOM COLOR)
- D. MAGNALOC: SNOWDRIFT WHITE
- E. TSZ SILVER METALLIC
- F. CLEAR CONCRETE SEALER
- G. SOLAR GRAY
- H. BLACK ALUMINUM
- J. GRAY MATTE
- K. PAINT MISTIQUE PLUS



2700 SATURN ST. BREA, CA 92821  
 T. 714.524.1870 F. 714.524.1875  
 WWW.JRMA.COM

Project Revision	
▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
 FIXED BASE  
 OPERATOR

JAY'S  
 AIRCRAFT  
 MAINTENANCE,  
 INC.

SOUTHWEST SITE  
 JOHN WAYNE AIRPORT  
 ORANGE COUNTY, CA



PRELIMINARY  
 NOT FOR  
 CONSTRUCTION

JRMA & ASSOCIATES SHALL RETAIN ALL COMMON-LAW,  
 STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE  
 COPYRIGHT FOR THE DOCUMENT INCLUDING REPRODUCED,  
 DESIGN AND SPECIFICATIONS.

FBO  
 EXTERIOR  
 MATERIALS

AS NOTED	AS NOTED
DATE	SCALE
XX	XX
DWN	CRK

JRMA Project No.  
 4083

**A9.5**



# JRMA

ARCHITECTS ENGINEERS

2700 SATURN ST. BREA, CA 92821  
 T. 714.524.1870 F. 714.524.1875  
 WWW.JRMA.COM

Project Revision	
△ RFP SUBMITTAL	12.19.2019
△ ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
 FIXED BASE  
 OPERATOR

**JAY'S  
 AIRCRAFT  
 MAINTENANCE,  
 INC.**

SOUTHWEST SITE  
 JOHN WAYNE AIRPORT  
 ORANGE COUNTY, CA



PRELIMINARY  
 NOT FOR  
 CONSTRUCTION

JRMA & ASSOCIATES SHALL RETAIN ALL COMMON-LAW,  
 STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE  
 COPYRIGHT FOR THE DOCUMENT INCLUDING REPRODUCED  
 DESIGNS AND SPECIFICATIONS.

**HANGAR  
 EXTERIOR  
 RENDERINGS 1**

AS NOTED	AS NOTED
DATE	SCALE
XX	XX
DWN	CRK

JRMA Project No.  
 4083

**A9.6**

VIEW EAST OF ENTRY FROM AIRWAY AVE 1





VIEW NORTHEAST OF ENTRY FROM AIRWAY AVE 1



VIEW NORTHWEST FROM WITHIN SITE 2



VIEW SOUTH FROM WITHIN SITE 3



VIEW NORTHEAST FROM WITHIN SITE 4

**JRMA**  
ARCHITECTS ENGINEERS

2700 SATURN ST. BREA, CA 92821  
T. 714.524.1870 F. 714.524.1875  
WWW.JRMA.COM

Project Revision	
▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
FIXED BASE  
OPERATOR

**JAY'S  
AIRCRAFT  
MAINTENANCE,  
INC.**

SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



PRELIMINARY  
NOT FOR  
CONSTRUCTION

JRMA & ASSOCIATES SHALL RETAIN ALL COMMON-LAW,  
STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE  
COPYRIGHT FOR THE DOCUMENT INCLUDING REPRODUCED  
DESIGNS AND SPECIFICATIONS.

**HANGAR  
EXTERIOR  
RENDERINGS 2**

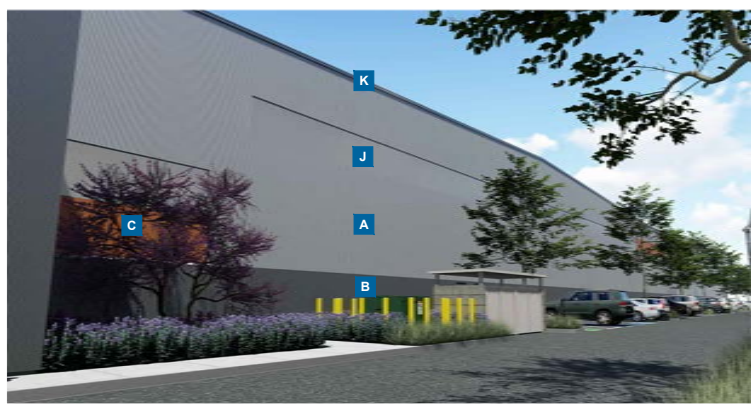
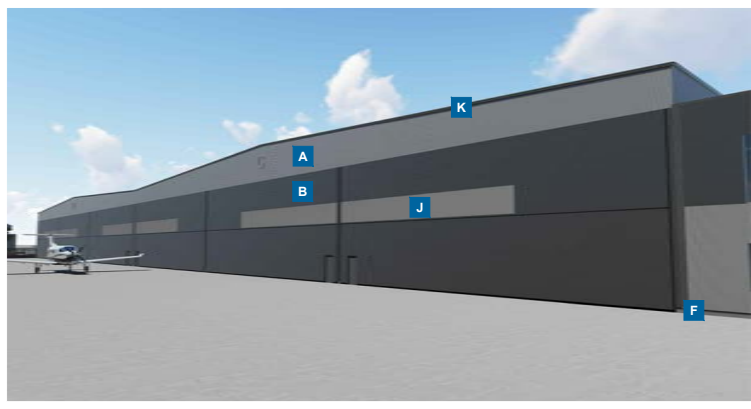
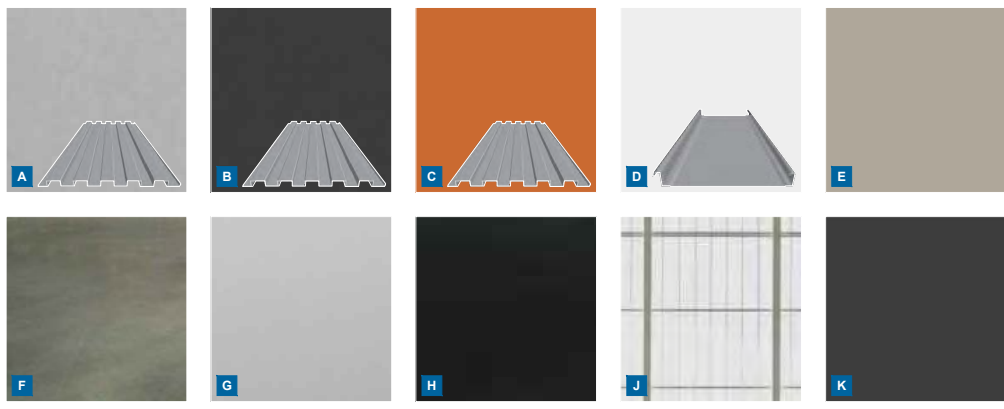
AS NOTED	AS NOTED
DATE XX	SCALE XX
DWN	CRK

JRMA Project No.  
4083

**A9.7**

# EXTERIOR CONCEPT HANGAR MATERIALS

- A. T10-B: METALLIC SILVER
- B. T10-B: MISTIQUE PLUS
- C. T10-B: ORANGE (CUSTOM COLOR)
- D. MAGNALOC: SNOWDRIFT WHITE
- E. TSZ SILVER METALLIC
- F. CLEAR CONCRETE SEALER
- G. SOLAR GRAY
- H. BLACK ALUMINUM
- J. GRAY MATTE
- K. PAINT MISTIQUE PLUS



2700 SATURN ST. BREA, CA 92821  
 T. 714.524.1870 F. 714.524.1875  
 WWW.JRMA.COM

Project Revision	
▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
 FIXED BASE  
 OPERATOR

JAY'S  
 AIRCRAFT  
 MAINTENANCE,  
 INC.

SOUTHWEST SITE  
 JOHN WAYNE AIRPORT  
 ORANGE COUNTY, CA



PRELIMINARY  
 NOT FOR  
 CONSTRUCTION

JRMALLER & ASSOCIATES SHALL RETAIN ALL COPYRIGHT AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT FOR THE DOCUMENT INCLUDING REPRODUCTION, DESIGN AND SPECIFICATIONS.

HANGAR  
 EXTERIOR  
 MATERIALS

AS NOTED	AS NOTED
DATE: XX	SCALE: XX
DWN	CRK

JRMA Project No.  
 4083

**A9.8**



VIEW NORTHWEST FROM AIRSIDE 1



VIEW SOUTH FROM AIRSIDE 2



VIEW SOUTH FROM AIRSIDE 3



VIEW WEST FROM AIRSIDE 4

**JRMA**  
ARCHITECTS ENGINEERS

2700 SATURN ST. BREA, CA 92821  
T. 714.524.1870 F. 714.524.1875  
WWW.JRMA.COM

Project Revision	
▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
FIXED BASE  
OPERATOR

**JAY'S  
AIRCRAFT  
MAINTENANCE,  
INC.**

SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



PRELIMINARY  
NOT FOR  
CONSTRUCTION

JRMA & ASSOCIATES SHALL RETAIN ALL COMMON-LAW,  
STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE  
COPYRIGHT FOR THE DOCUMENT INCLUDING REPRODUCED  
DESIGN AND SPECIFICATIONS.

**BOX HANGARS  
EXTERIOR  
RENDERINGS**

AS NOTED	AS NOTED
DATE: XX	SCALE: XX
DWN	CRK

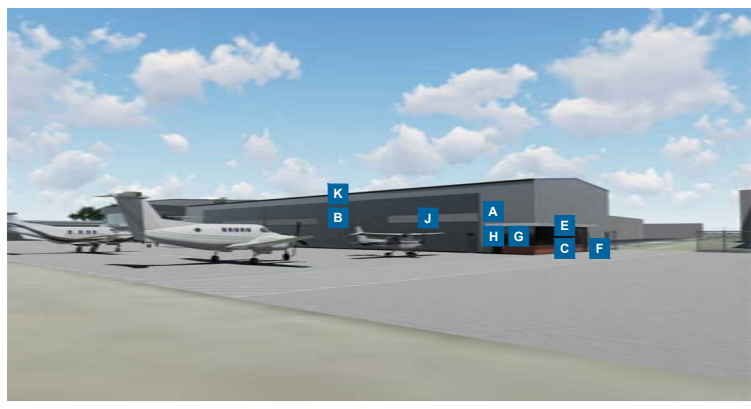
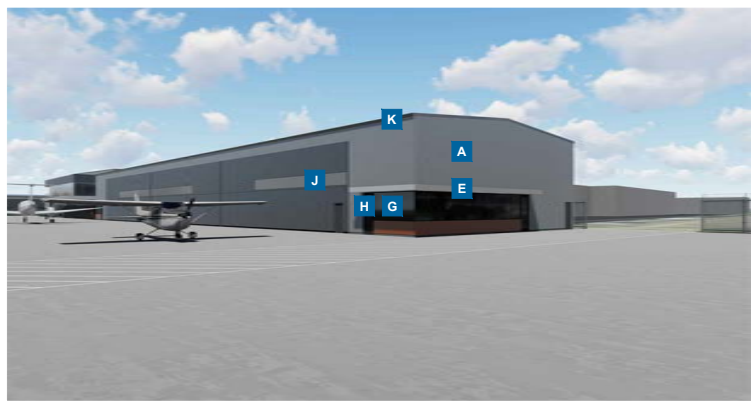
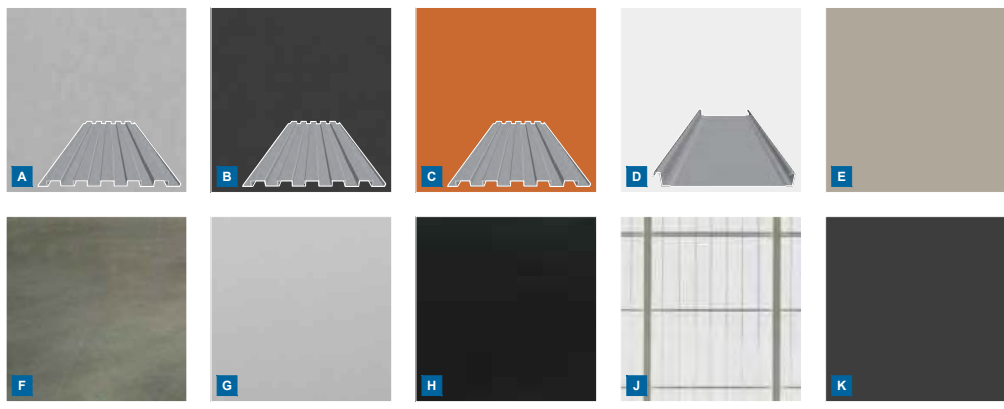
JRMA Project No.  
4083

**A9.9**



# EXTERIOR CONCEPT BOX HANGAR MATERIALS

- A. T10-B: METALLIC SILVER
- B. T10-B: MISTIQUE PLUS
- C. T10-B: ORANGE (CUSTOM COLOR)
- D. MAGNALOC: SNOWDRIFT WHITE
- E. TSZ SILVER METALLIC
- F. CLEAR CONCRETE SEALER
- G. SOLAR GRAY
- H. BLACK ALUMINUM
- J. GRAY MATTE
- K. PAINT MISTIQUE PLUS



**JRMA**  
ARCHITECTS ENGINEERS

2700 SATURN ST. BREA, CA 92821  
T. 714.524.1870 F. 714.524.1875  
WWW.JRMA.COM

Project Revision	
△ RFP SUBMITTAL	12.19.2019
△ ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
FIXED BASE  
OPERATOR

**JAY'S  
AIRCRAFT  
MAINTENANCE,  
INC.**

SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



PRELIMINARY  
NOT FOR  
CONSTRUCTION

JRMA & ASSOCIATES SHALL RETAIN ALL COMMON-LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT FOR THE DOCUMENT INCLUDING REPRODUCED, DESIGN AND SPECIFICATIONS.

**BOX HANGAR  
EXTERIOR  
MATERIALS**

AS NOTED	AS NOTED
DATE XX	SCALE XX
DWN	CRK

JRMA Project No.  
4083

**A9.10**



VIEW SOUTHWEST FROM AIRSIDE 1



VIEW NORTHWEST FROM AIRSIDE 2



VIEW NORTHEAST FROM AIRSIDE 3



VIEW SOUTH FROM AIRSIDE 4

**JRMA**  
ARCHITECTS ENGINEERS

2700 SATURN ST. BREA, CA 92821  
T. 714.524.1870 F. 714.524.1875  
WWW.JRMA.COM

Project Revision	
▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
FIXED BASE  
OPERATOR

**JAY'S  
AIRCRAFT  
MAINTENANCE,  
INC.**

SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



PRELIMINARY  
NOT FOR  
CONSTRUCTION

JRMA & ASSOCIATES SHALL RETAIN ALL COMMON-LAW,  
STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE  
COPYRIGHT FOR THE DOCUMENT INCLUDING APPROVED  
DESIGNS AND SPECIFICATIONS.

**T HANGARS  
RENDERINGS**

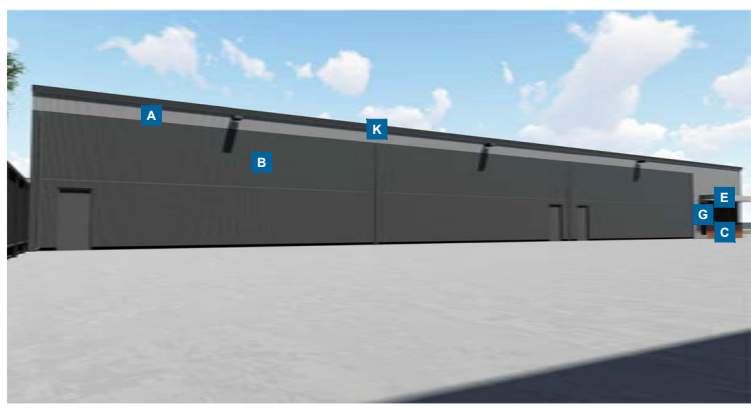
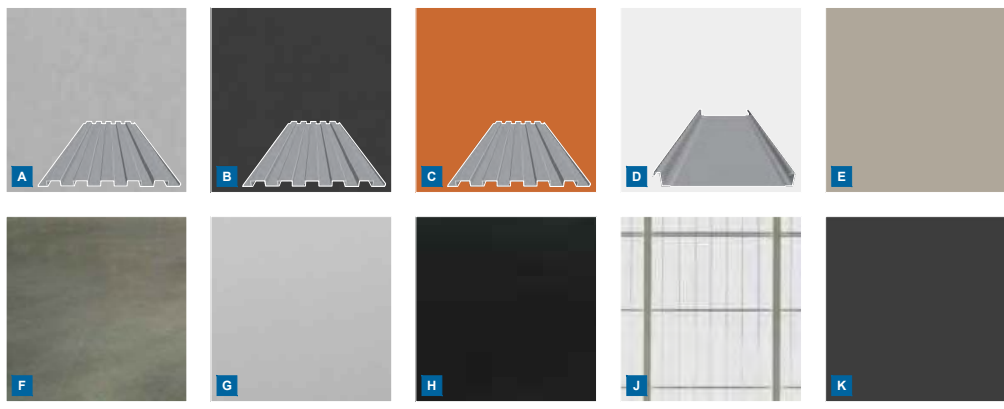
AS NOTED	AS NOTED
DATE	SCALE
XX	XX
DWN	CRK

JRMA Project No.  
4083

**A9.11**

# EXTERIOR CONCEPT T HANGAR MATERIALS

- A. T10-B: METALLIC SILVER
- B. T10-B: MISTIQUE PLUS
- C. T10-B: ORANGE (CUSTOM COLOR)
- D. MAGNALOC: SNOWDRIFT WHITE
- E. TSZ SILVER METALLIC
- F. CLEAR CONCRETE SEALER
- G. SOLAR GRAY
- H. BLACK ALUMINUM
- J. GRAY MATTE
- K. PAINT MISTIQUE PLUS



2700 SATURN ST. BREA, CA 92821  
 T. 714.524.1870 F. 714.524.1875  
 WWW.JRMA.COM

Project Revision	
△ RFP SUBMITTAL	12.19.2019
△ ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
 FIXED BASE  
 OPERATOR

JAY'S  
 AIRCRAFT  
 MAINTENANCE,  
 INC.

SOUTHWEST SITE  
 JOHN WAYNE AIRPORT  
 ORANGE COUNTY, CA



PRELIMINARY  
 NOT FOR  
 CONSTRUCTION

JRMALLER & ASSOCIATES SHALL RETAIN ALL COMMON-LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT FOR THE DOCUMENT INCLUDING REPRODUCED, DESIGN AND SPECIFICATIONS.

T HANGAR  
 EXTERIOR  
 MATERIALS

AS NOTED	AS NOTED
DATE: XX	SCALE: XX
DWN	CRK

JRMA Project No.  
 4083

**A9.12**





# JRMA

ARCHITECTS ENGINEERS

2700 SATURN ST | BREA, CA 92821  
 T. 714.524.1870 | F. 714.524.1875  
 WWW.JRMA.COM

Project Revision	
▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED-SERVICE  
 FIXED BASE  
 OPERATOR

## JAY'S AIRCRAFT MAINTENANCE, INC.

SOUTHWEST SITE  
 JOHN WAYNE AIRPORT  
 ORANGE COUNTY, CA



PRELIMINARY  
 NOT FOR  
 CONSTRUCTION

JRMA & ASSOCIATES SHALL RETAIN ALL COMMON LAW RIGHTS AND OTHER RIGHTS BY INTELLECTUAL PROPERTY RIGHTS IN THE DESIGN AND CONSTRUCTION OF THIS PROJECT. THIS DOCUMENT IS THE PROPERTY OF JRMA & ASSOCIATES AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF JRMA & ASSOCIATES.

## FBO FIRST FLOOR LOBBY

DATE	AS NOTED
12/19/19	SCALE
Author	Checker
DWN	CRK
JRMA Project No. 4083	

# ID1.1





# JRMA

ARCHITECTS ENGINEERS

2700 SATURN ST | BREA, CA 92821  
 T. 714.524.1870 | F. 714.524.1875  
 WWW.JRMA.COM

Project Revision		
▲	RFP SUBMITTAL	12.19.2019
▲	ADDENDUM 16 REV	06.01.2020

LIMITED-SERVICE  
 FIXED BASE  
 OPERATOR

## JAY'S AIRCRAFT MAINTENANCE, INC.

SOUTHWEST SITE  
 JOHN WAYNE AIRPORT  
 ORANGE COUNTY, CA



PRELIMINARY  
 NOT FOR  
 CONSTRUCTION

JRMA & ASSOCIATES SHALL RETAIN ALL COPYRIGHT AND OTHER RIGHTS INCLUDING THE COPYRIGHT FOR THE DOCUMENT INCLUDING REPRESENTED DESIGN AND SPECIFICATIONS.

## FBO FIRST FLOOR LOBBY 2

DATE	AS NOTED
12/19/19	SCALE
Author	Checker
DWN	CRK

JRMA Project No.  
 4083

## ID1.2



Project Revision	
▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED-SERVICE  
FIXED BASE  
OPERATOR

### JAY'S AIRCRAFT MAINTENANCE, INC.

SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



PRELIMINARY  
NOT FOR  
CONSTRUCTION

JRMA & ASSOCIATES SHALL RETAIN ALL COPYRIGHT  
AND PATENT RIGHTS AND OTHER INTELLECTUAL PROPERTY RIGHTS  
INCLUDING THE COPYRIGHT FOR THE DOCUMENTS  
INCLUDING REPRESENTED DESIGN AND SPECIFICATIONS.

### FBO FIRST FLOOR LOBBY MATERIALS

12/19/19	AS NOTED
DATE	SCALE
Author	Checker
DWN	CRK

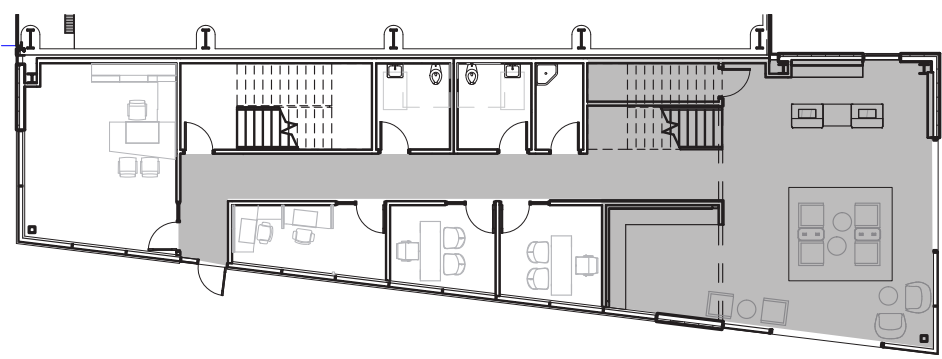
JRMA Project No.  
4083

## ID1.3

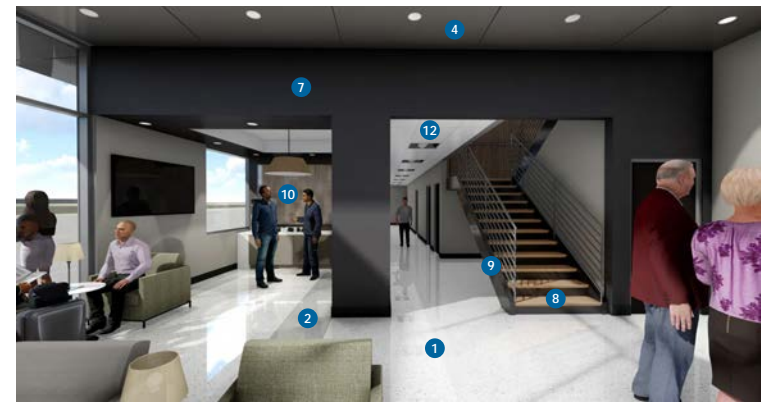
## INTERIOR CONCEPT FBO FIRST FLOOR

### SPECIFICATIONS

- 1. TERROXY TERRAZZO FLOOR
- 2. TERROXY TERRAZZO FLOOR LIGHT GREY
- 3. ALPOLIC ACM SYSTEM M23 MICA GREY
- 4. ARKTURA PERFORATED PANEL
- 5. FORMICA PLASTIC LAMINATE CINDER
- 6. FORMICA PLASTIC LAMINATE SHADOW
- 7. WALL FINISH LAMINATE GAPHITE
- 8. NATURAL OAK ADAGIO WOOD TREAD
- 9. POLISHED DARK BRONZE STAIR FRAME
- 10. VENTO LASCO SCREENED BIRCH WOOD PANEL
- 11. SHAW HOSPITALITY AREA RUG
- 12. ACOUSTIC CILING TILES
- 13. SOLID SURFACING BRILLIANT WHITE



FLOOR PLAN





# JRMA

ARCHITECTS ENGINEERS

2700 SATURN ST | BREA, CA 92821  
 T. 714.524.1870 | F. 714.524.1875  
 WWW.JRMA.COM

Project Revision	
▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED-SERVICE  
 FIXED BASE  
 OPERATOR

## JAY'S AIRCRAFT MAINTENANCE, INC.

SOUTHWEST SITE  
 JOHN WAYNE AIRPORT  
 ORANGE COUNTY, CA



PRELIMINARY  
 NOT FOR  
 CONSTRUCTION

JRMA & ASSOCIATES SHALL RETAIN ALL COPYRIGHT AND OTHER RIGHTS IN THIS DOCUMENT INCLUDING REPRODUCED DESIGN AND SPECIFICATIONS.

## FBO SECOND FLOOR LOUNGE

DATE	AS NOTED
12/19/19	SCALE
Author	Checker
DWN	CRK

JRMA Project No.  
 4083

## ID2.1





# JRMA

ARCHITECTS ENGINEERS

2700 SATURN ST | BREA, CA 92821  
T. 714.524.1870 | F. 714.524.1875  
WWW.JRMA.COM

Project Revision	
△ RFP SUBMITTAL	12.19.2019
△ ADDENDUM 16 REV	06.01.2020

LIMITED-SERVICE  
FIXED BASE  
OPERATOR

## JAY'S AIRCRAFT MAINTENANCE, INC.

SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



PRELIMINARY  
NOT FOR  
CONSTRUCTION

JRMA & ASSOCIATES SHALL RETAIN ALL COPYRIGHT AND OTHER RIGHTS IN THIS DOCUMENT INCLUDING THE COPYRIGHT FOR THE DOCUMENT INCLUDING REPRODUCED DESIGN AND SPECIFICATIONS.

## FBO SECOND FLOOR STAIR

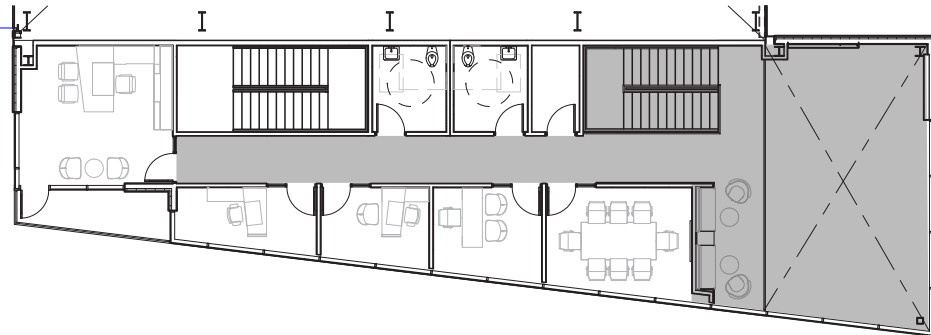
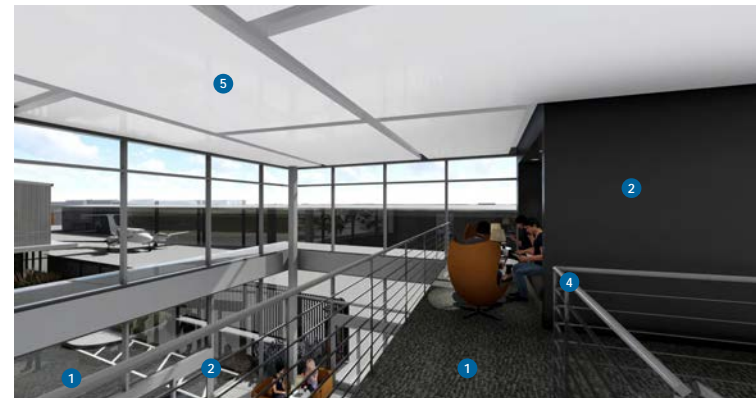
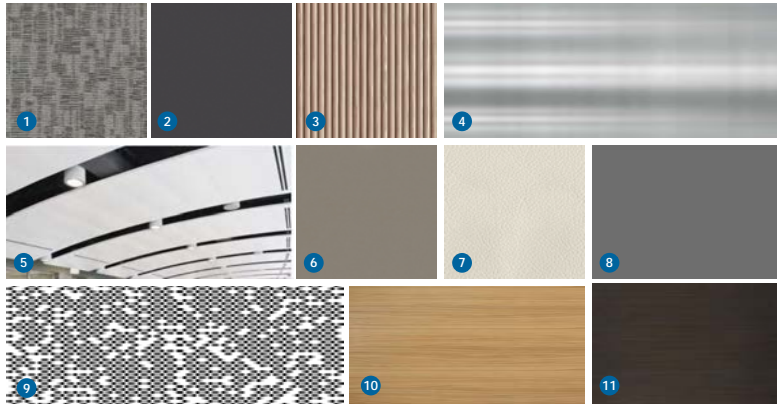
DATE	AS NOTED
12/19/19	SCALE
Author	Checker
DWN	CRK
JRMA Project No. 4083	

### ID2.2

## INTERIOR CONCEPT FBO SECOND FLOOR

### SPECIFICATIONS

- 1. SHAW CONTRACT CARPET METRO BIRCH
- 2. WALL FINISH LAMINATE GRAPHITE
- 3. BLACKSLIK SCREENED BIRCH WOOD PANEL
- 4. STAINLESS STEEL HANDRAIL
- 5. ARMSTRONG ACOUSTICAL CEILING SYSTEM
- 6. FORMICA PLASTIC LAMINATE
- 7. PELLE BETA BOOTH CUSHION PADDING
- 8. ALPOLIC ACM SYSEMT MZG MICA GREY
- 9. ARKTURA PERFORATED PANEL
- 10. NATURAL OAK ADAGIO WOOD TREAD
- 11. POLISHED DARK BRONZE STAIR FRAME



FLOOR PLAN

Project Revision	
▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED-SERVICE  
FIXED BASE  
OPERATOR

JAY'S  
AIRCRAFT  
MAINTENANCE,  
INC.

SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



PRELIMINARY  
NOT FOR  
CONSTRUCTION

JRMA & ASSOCIATES SHALL RETAIN ALL COPYRIGHT AND PATENT RIGHTS AND OTHER RIGHTS INCLUDING THE COPYRIGHT FOR THE DOCUMENT INCLUDING REPRODUCED DESIGN AND SPECIFICATIONS.

FBO SECOND  
FLOOR  
LOUNGE  
MATERIALS

DATE	Author	AS NOTED	SCALE
12/19/19	DWN	CSK	

JRMA Project No.  
4083

### ID2.3





2700 SATURN ST. BREA, CA 92821  
 T. 714.524.1870 F. 714.524.1875  
 WWW.JRMA.COM

Project Revision	
▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
 FIXED BASE  
 OPERATOR

**JAY'S  
 AIRCRAFT  
 MAINTENANCE,  
 INC.**

SOUTHWEST SITE  
 JOHN WAYNE AIRPORT  
 ORANGE COUNTY, CA



PRELIMINARY  
 NOT FOR  
 CONSTRUCTION

JRMALLER & ASSOCIATES SHALL RETAIN ALL COPYRIGHT AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT FOR THE DOCUMENT INCLUDING REPRODUCED, DESIGN AND SPECIFICATIONS.

**LANDSCAPE CONCEPT 1**



**A**  
 BLUE GRAMA  
 BOUTELOUA GRACILIS



**B**  
 YANKEE POINT  
 CEANOETHUS GRISEUS



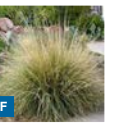
**C**  
 WESTERN REDBUD  
 CERCIIS OCCIDENTALIS



**D**  
 CALIFORNIA FUCHSIA  
 EPILOBIUM CANUM



**E**  
 JACARANDA  
 JACARANDA MIMOSIFOLIA



**F**  
 DEERGRASS  
 MUHLENBERGIA RIGENS

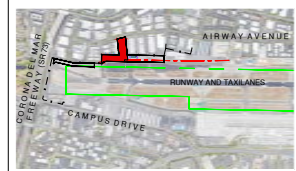


**G**  
 SCRUB OAK  
 QUERCUS BERBERIDIFOLIA



**H**  
 BLACK CREEPING SAGE  
 SALVIA MELLIFERA

**PLANT PALETTE 2**



**KEY MAP 2**

**LANDSCAPE CONCEPT**

AS NOTED  
 DATE XX  
 DWN

AS NOTED  
 SCALE XX  
 CRK

JRMA Project No.  
 4083

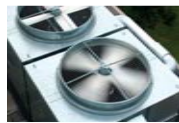
**L1.1**



COOL ROOF WITH INSULATION



HIGH EFFICIENCY HVAC



LOW FLUSH URINALS/TOILETS



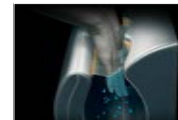
BUILDING ENVELOPE AND STRUCTURAL RECYCLED CONTENT MATERIALS



LOW EMISSIVITY FINISH MATERIALS



HAND DRYERS



PHOTOVOLTAIC PANELS



NATIVE LANDSCAPING



SUNSHADE SYSTEM



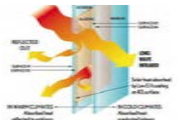
WALK-OFF GRATES



BICYCLE RACK



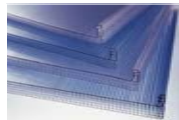
HIGH PERFORMANCE GLAZING



ELECTRIC VEHICLE CHARGING STATIONS



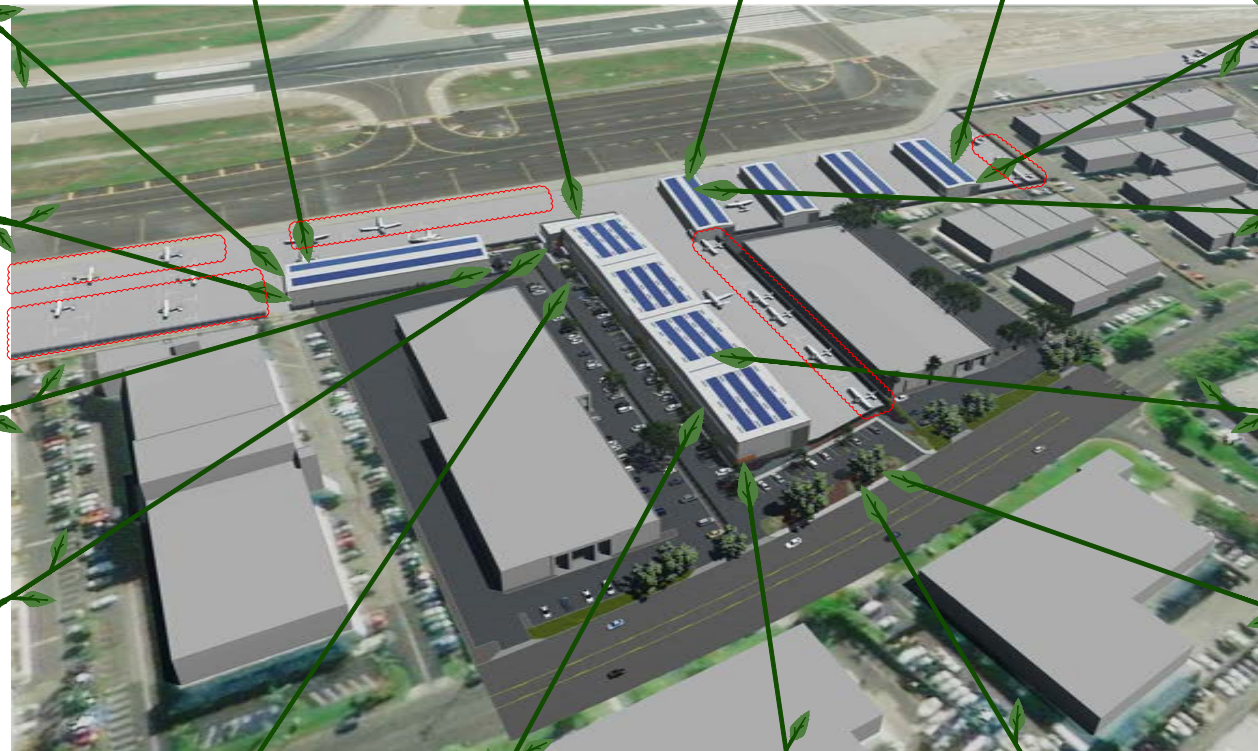
INSULATED TRANSLUCENT CLERESTORY GLAZING



LOW EMITTING INSULATION



STORMWATER BIOSWALE



# JRMA

ARCHITECTS ENGINEERS

2700 SATURN ST. BREA, CA 92821  
T. 714.524.1870 F. 714.524.1875  
WWW.JRMA.COM

Project Revision	
▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
FIXED BASE  
OPERATOR

JAY'S  
AIRCRAFT  
MAINTENANCE,  
INC.

SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



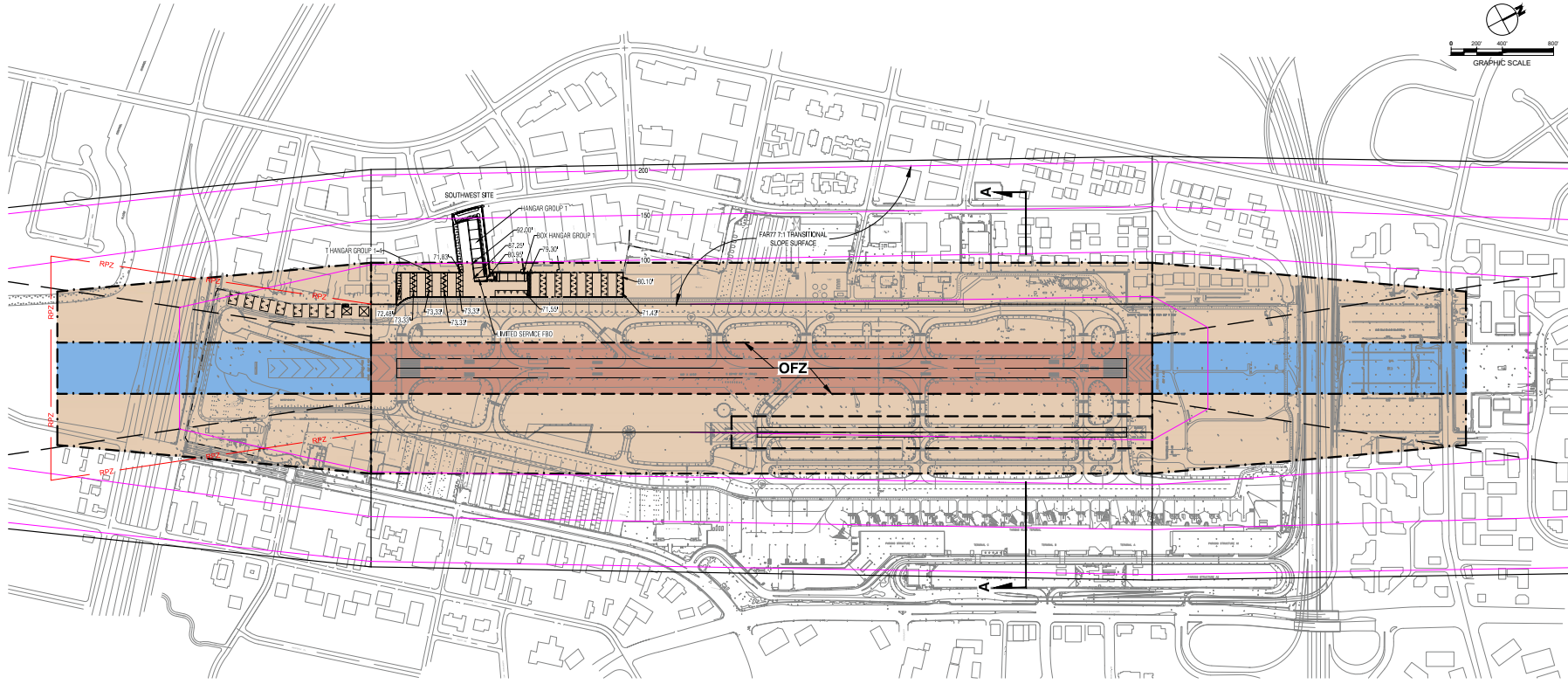
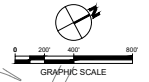
PRELIMINARY  
NOT FOR  
CONSTRUCTION

JRMA & ASSOCIATES SHALL RETAIN ALL COMMON-LAW  
STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE  
COPYRIGHT FOR THE DOCUMENT INCLUDING APPROVED  
DESIGN AND SPECIFICATIONS.

SUSTAINABLE  
DESIGN

AS NOTED	AS NOTED
DATE	SCALE
XX	XX
DWN	CRK

JRMA Project No.  
4083



**JRMA**  
ARCHITECTS ENGINEERS

2700 SATURN ST. BREA, CA 92821  
T. 714.524.1870 F. 714.524.1875  
WWW.JRMA.COM

Project Revision	
▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
FIXED BASE  
OPERATOR

**JAY'S  
AIRCRAFT  
MAINTENANCE,  
INC.**

SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

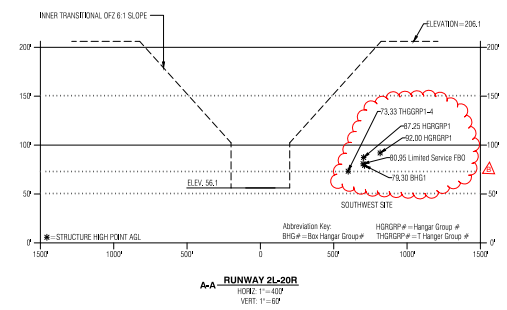
JRMA & ASSOCIATED SHALL BEAR AS COMMON LAW  
DRAFTSMAN AND OTHER RESPECTIVE RIGHTS, INCLUDING THE  
COPYRIGHT FOR THE DOCUMENT INCLUDING REPRESENTED  
DESIGN AND SPECIFICATIONS.

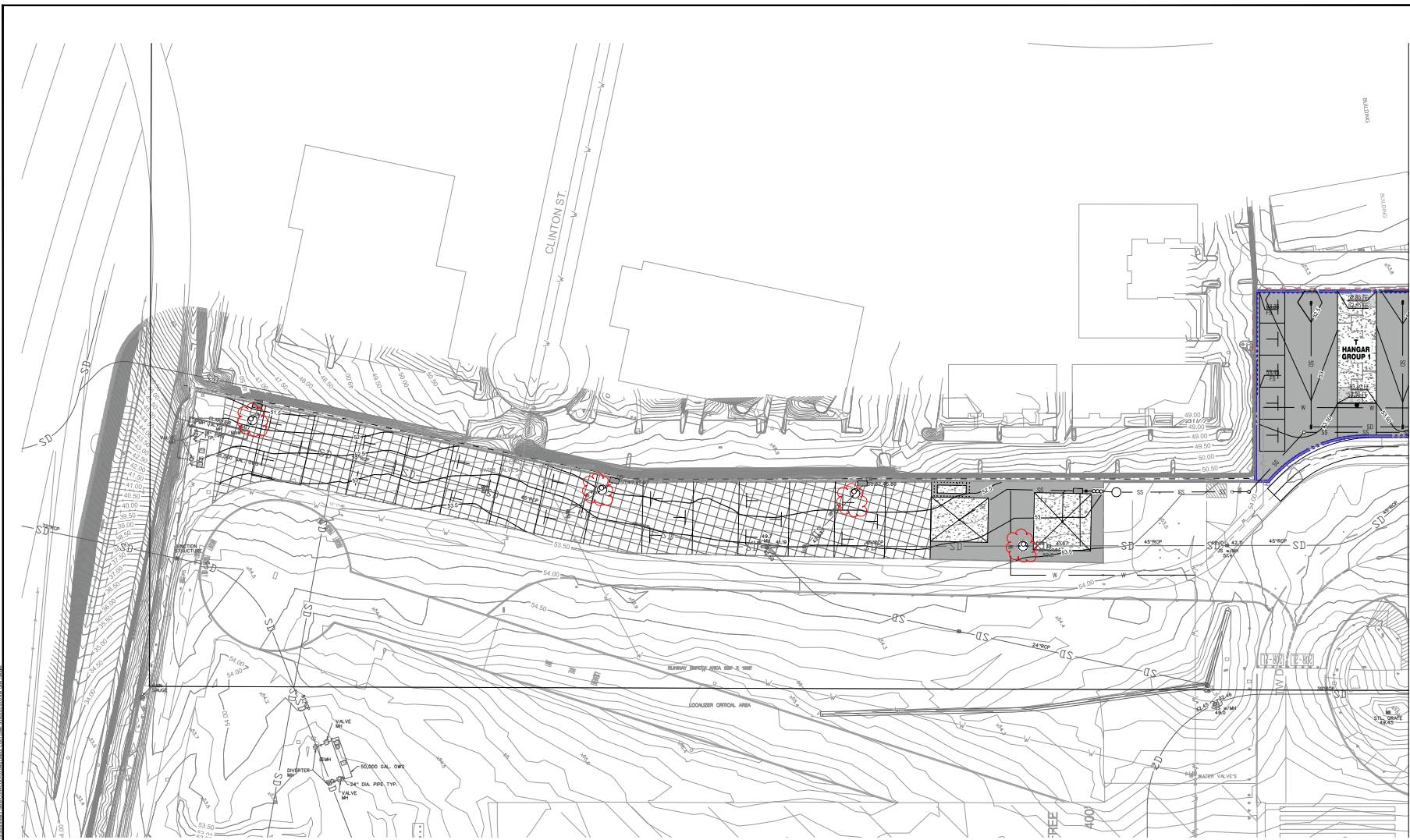
**INNER  
TRANSITIONAL  
OFZ AIRSPACE  
PLAN**

DATE	SCALE	AS NOTED
DW	CCL	
DWN	CRK	

JRMA Project No.  
**4083**

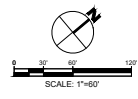
**SW-CS01**





SW-CG02

PROPOSED LEGEND	QUANTITIES
	HARDSCAPE-WALKWAYS 6,200 SF
	AVIATION/HANGAR PCC 73,800 SF
	BUILDING PCC 9,300 SF
	AVIATION AC 198,800 SF
	AC REFRUBISHMENT 233,000 SF
	LANDSCAPE 10,500 SF
	VEHICLE PARKING AC 30,400 SF



# JRMA

ARCHITECTS ENGINEERS

2700 SATURN ST. BRE, CA 92821  
 T. 714.524.1870 F. 714.524.1875  
 WWW.JRMA.COM

Project Revision

▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
 FIXED BASE  
 OPERATOR

**JAY'S  
 AIRCRAFT  
 MAINTENANCE,  
 INC.**

SOUTHWEST SITE  
 JOHN WAYNE AIRPORT  
 ORANGE COUNTY, CA



**BURNS  
 & MCDONNELL**

**PRELIMINARY  
 NOT FOR  
 CONSTRUCTION**

JRMA & ASSOCIATED SHALL RETAIN ALL COPYRIGHT LAW  
 STATUTORY AND OTHER RESERVED RIGHTS INCLUDING THE  
 COPYRIGHT FOR THIS DOCUMENT INCLUDING REPRODUCED  
 DESIGN AND SPECIFICATIONS.

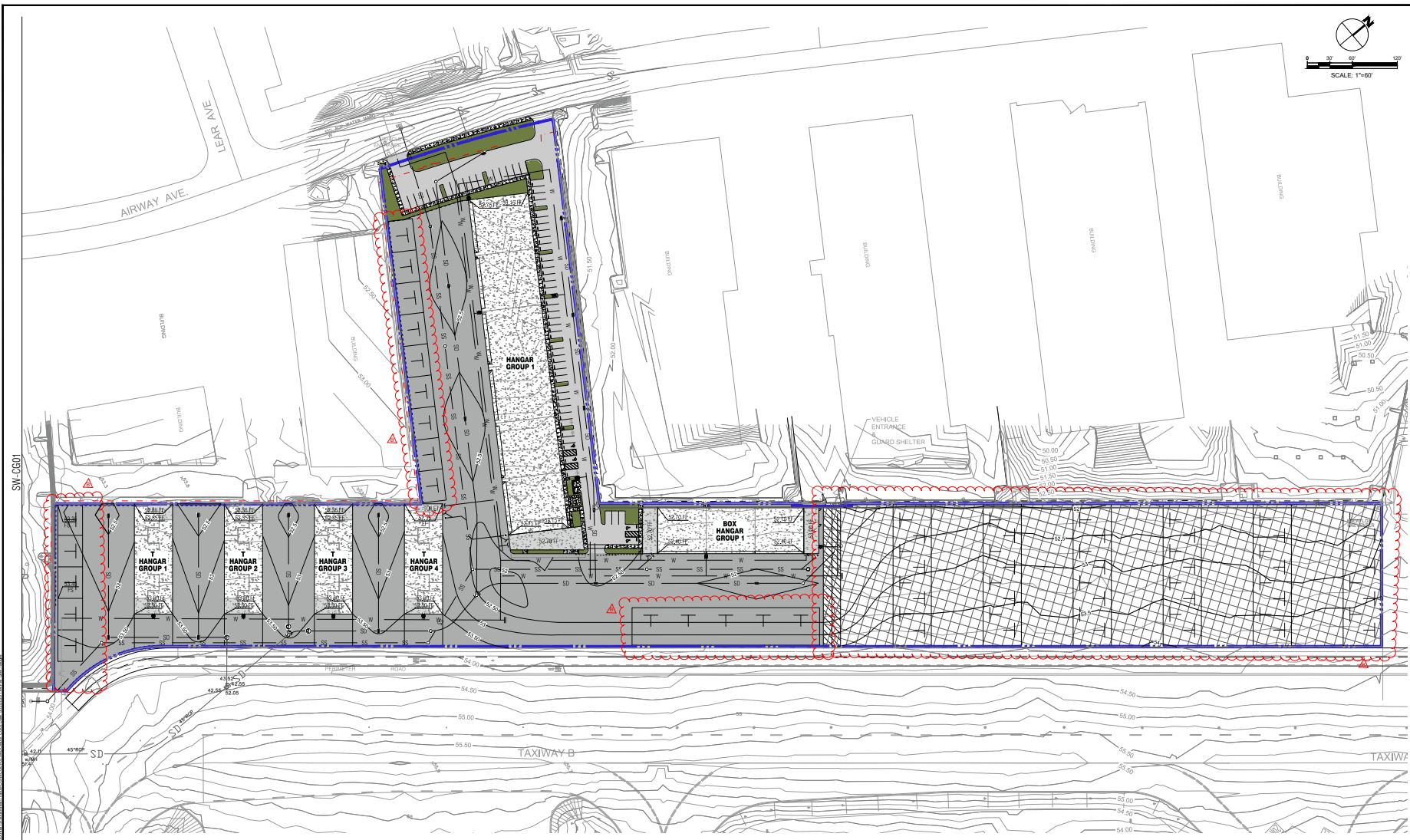
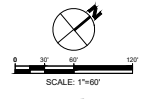
## GRADING PLAN

DATE	AS NOTED
DWN	SCALE
DWN	CHK

JRMA Project No.  
**4083**

**SW-CG01**





PROPOSED LEGEND		QUANTITIES
	HARDSCAPE WALKWAYS	6,200 SF
	AVIATION/HANGAR PCC	73,800 SF
	BUILDING PCC	9,300 SF
	AVIATION AC	198,800 SF
	AC REFURBISHMENT	233,000 SF
	LANDSCAPE	10,500 SF
	VEHICLE PARKING AC	30,400 SF

<p><b>PROPOSED P AC SURFACE</b></p> <p>PROPOSED P AC BASE COURSE</p> <p>IF CLASS II AGG. BASE COMPACTED TO 95%</p> <p>IF NATIVE COMPACTED SUBGRADE</p>	<p><b>PROPOSED P AC SURFACE</b></p> <p>IF CLASS II AGG. BASE COMPACTED TO 95%</p> <p>NATIVE COMPACTED SUBGRADE</p>	<p><b>PROPOSED P PCC</b></p> <p>PRESENT</p> <p>NATIVE COMPACTED SUBGRADE</p>
<p><b>AVIATION AC PAVEMENT</b></p> <p>NOT TO SCALE</p>	<p><b>VEHICLE PARKING AC PAVEMENT</b></p> <p>NOT TO SCALE</p>	<p><b>PCC HARDSCAPE-WALKWAYS</b></p> <p>NOT TO SCALE</p>
<p><b>PROPOSED P GRIND AND AC OVERLAY SURF AC</b></p> <p>EXISTING AC BASE COURSE</p> <p>IF CLASS II AGG. BASE COMPACTED TO 95%</p> <p>IF NATIVE COMPACTED SUBGRADE</p>	<p><b>PROPOSED P GRIND AND AC OVERLAY SURFACE</b></p> <p>EXISTING AC BASE COURSE</p> <p>IF CLASS II AGG. BASE COMPACTED TO 95%</p> <p>IF NATIVE COMPACTED SUBGRADE</p>	<p><b>PROPOSED REINFORCED PCC SLAB</b></p> <p>5" BASE LAYER (NOT TO SCALE)</p> <p>NATIVE COMPACTED SUBGRADE</p>
<p><b>AVIATION AC PAVEMENT GRIND/OVERLAY</b></p> <p>NOT TO SCALE</p>	<p><b>AVIATION AC PAVEMENT GRIND/OVERLAY</b></p> <p>NOT TO SCALE</p>	<p><b>BUILDING SLAB PCC</b></p> <p>NOT TO SCALE</p>

# JRMA

ARCHITECTS ENGINEERS

2700 SATURN ST. BREA, CA 92821  
 T. 714.524.1870 F. 714.524.1875  
 WWW.JRMA.COM

Project Revision

▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
 FIXED BASE  
 OPERATOR

## JAY'S AIRCRAFT MAINTENANCE, INC.

SOUTHWEST SITE  
 JOHN WAYNE AIRPORT  
 ORANGE COUNTY, CA



**BURNS  
 MCDONNELL**

**PRELIMINARY  
 NOT FOR  
 CONSTRUCTION**

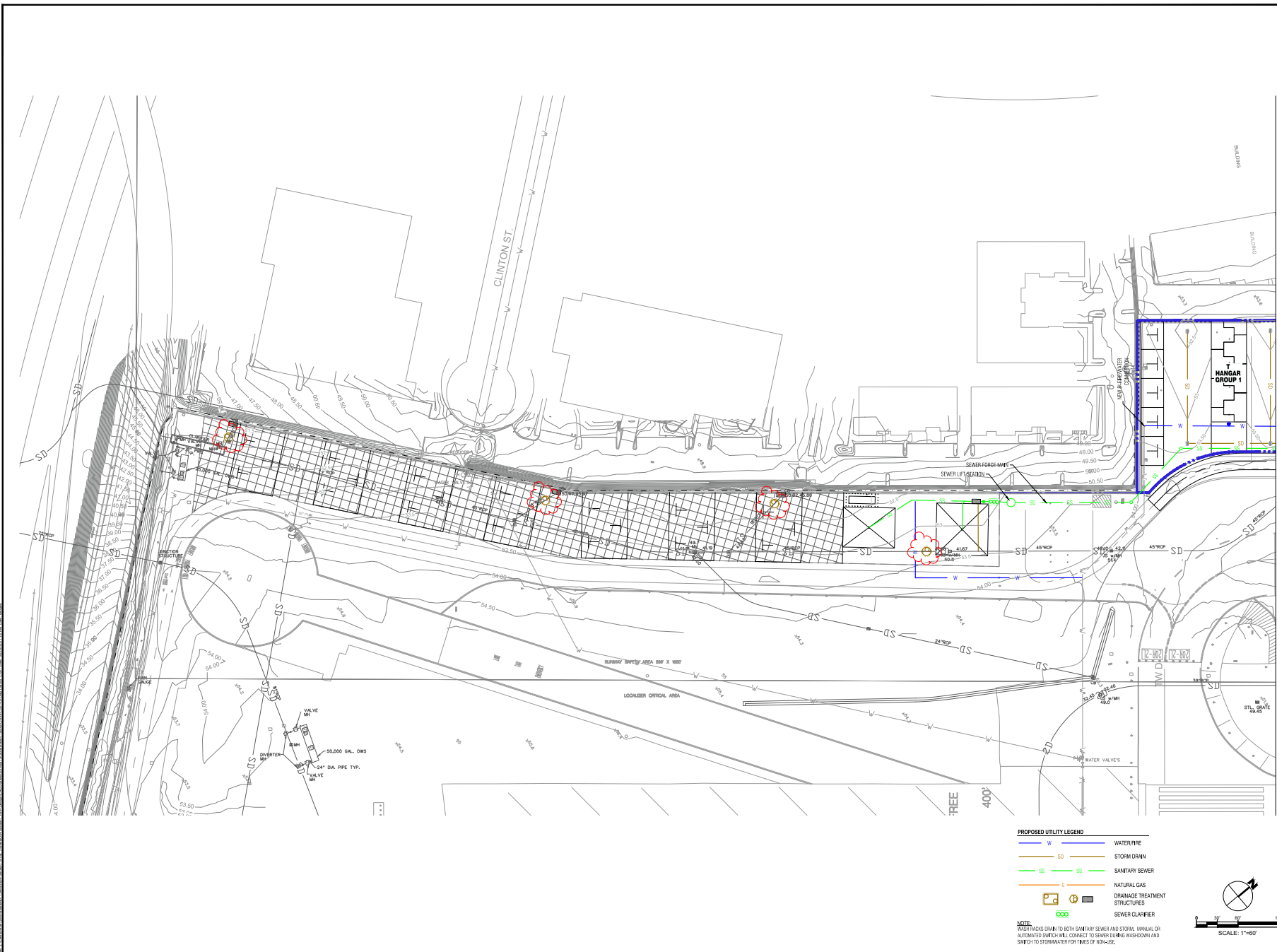
JRMA & ASSOCIATED SHALL RETAIN ALL COPYRIGHT LAW STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT FOR THIS DOCUMENT INCLUDING REPRODUCED DESIGN AND SPECIFICATIONS.

### GRADING PLAN

DATE	05/22/2020	AS NOTED
DWN	JDW	SCALE
		CHK

JRMA Project No.  
**4083**

**SW-CG02**



2700 SATURN ST. BRE, CA 92821  
 T. 714.524.1870 F. 714.524.1875  
 WWW.JRMA.COM

Project Revision

▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
 FIXED BASE  
 OPERATOR

JAY'S  
 AIRCRAFT  
 MAINTENANCE,  
 INC.

SOUTHWEST SITE  
 JOHN WAYNE AIRPORT  
 ORANGE COUNTY, CA



BURNS  
 McDONNELL

PRELIMINARY  
 NOT FOR  
 CONSTRUCTION

JRMA IS A ASSOCIATED SHALL BEH. AS COMMON LAW  
 STANDARD AND OTHER RESERVED RIGHTS, INCLUDING THE  
 COPYRIGHT FOR THE DOCUMENT INCLUDING REPRESENTED  
 DESIGN AND SPECIFICATIONS.

UTILITY PLAN

DATE	05/22/2020	AS NOTED
DRAWN	DJW	SCALE
CHECKED	DWN	CHK

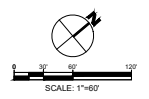
JRMA Project No.  
 4083

SW-CU01

PROPOSED UTILITY LEGEND

W	WATER PIPE
SD	STORM DRAIN
SS	SANITARY SEWER
NG	NATURAL GAS
DTS	DRAINAGE TREATMENT STRUCTURES
SC	SEWER CLASSIFIER

NOTE:  
 WASH TRUCKS DRAW TO BOTH SANITARY SEWER AND STORM. MANUAL OR  
 AUTOMATED SWITCH WILL CONNECT TO SEWER DURING WASH CYCLE AND  
 SWITCH TO STORM DRAIN FOR RINSE BY NON-WASH.



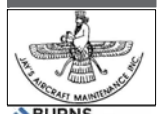


Project Revision	
▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
FIXED BASE  
OPERATOR

### JAY'S AIRCRAFT MAINTENANCE, INC.

SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

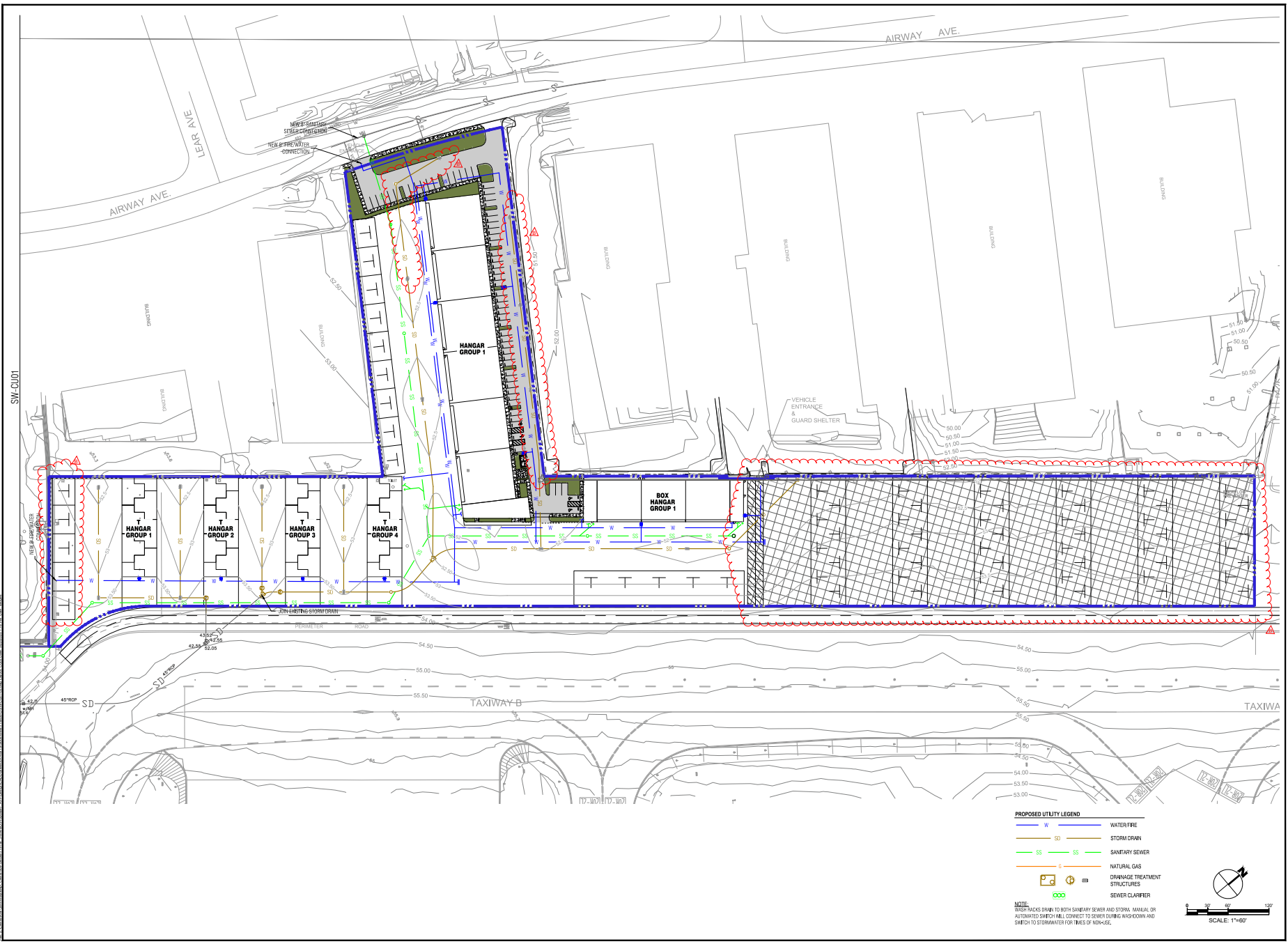
JRMA & ASSOCIATED SHALL BEAR ALL COMMON-LAW LIABILITY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT FOR THIS DOCUMENT INCLUDING REPRODUCED DESIGN AND SPECIFICATIONS.

## UTILITY PLAN

DATE	SCALE	AS NOTED
05/22/2020	AS NOTED	
DWN	CCK	

JRMA Project No.  
**4083**

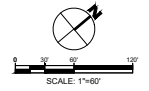
**SW-CU02**



**PROPOSED UTILITY LEGEND**

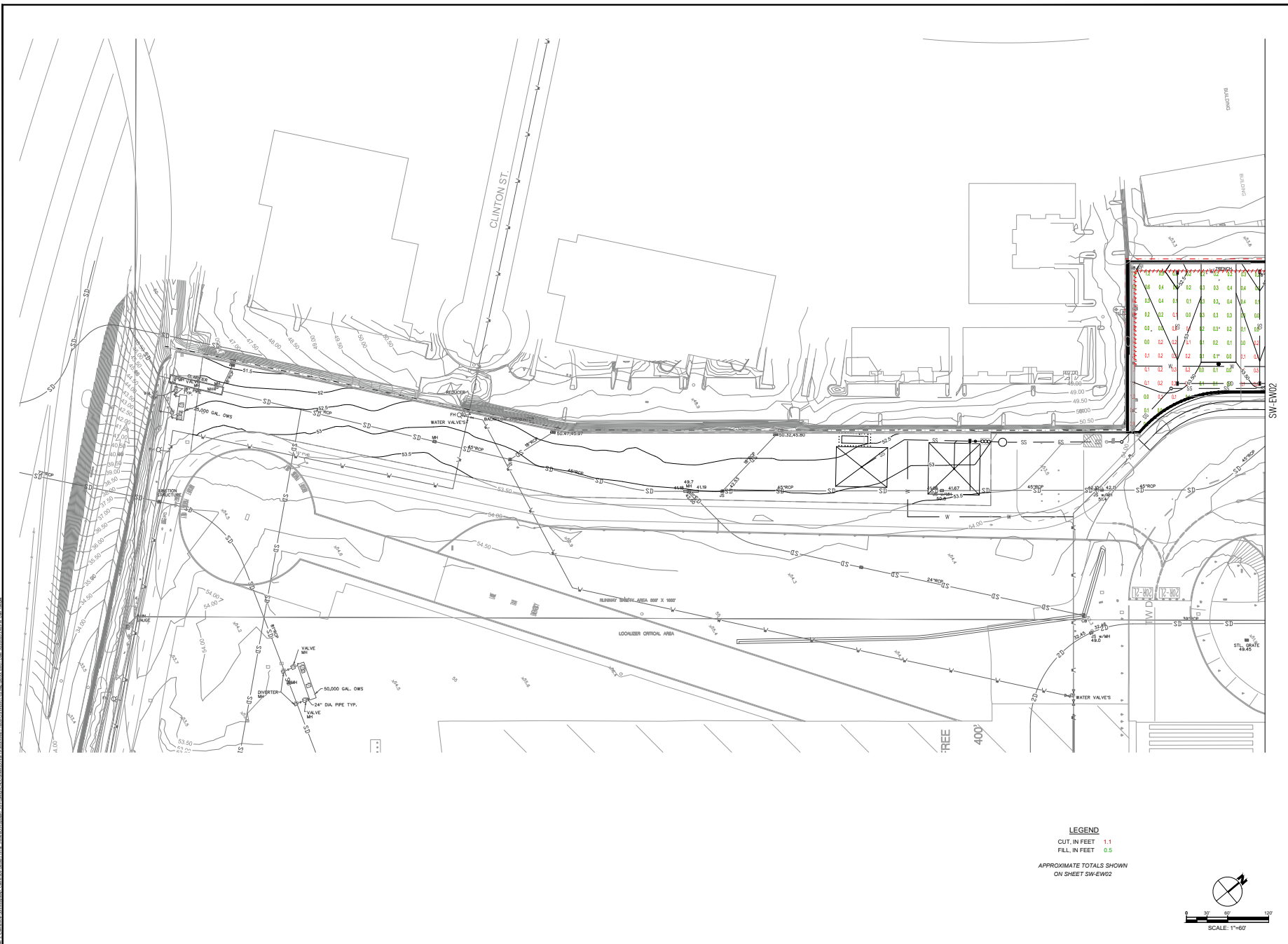
W	WATER FRIE	W	WATER FRIE
SD	STORM DRAIN	SD	STORM DRAIN
SS	SANITARY SEWER	SS	SANITARY SEWER
G	NATURAL GAS	G	NATURAL GAS
SC	SEWER CLASIFIER	SC	SEWER CLASIFIER
DT	DRAINAGE TREATMENT STRUCTURES	DT	DRAINAGE TREATMENT STRUCTURES

**NOTE:**  
WATER RACKS DRINK TO BOTH SANITARY SEWER AND STORM. MANUAL OR AUTOMATED SWITCH WILL CONNECT TO SEWER FOR BACKFLOW AND SWITCH TO STORMWATER FOR TIMES OF NON-USE.

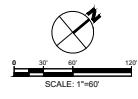


SW-CU01

DATE PLOTTED: 05/22/2020 10:58:11 AM. PLOTTER: HP DesignJet T1100. PLOT SCALE: 1"=60'. PLOT SHEET: SW-CU02. PLOT SHEET NO.: 148 OF 175.



**LEGEND**  
 CUT, IN FEET 1.1  
 FILL, IN FEET 0.5  
 APPROXIMATE TOTALS SHOWN  
 ON SHEET SW-EW02



**JRMA**  
 ARCHITECTS ENGINEERS

2700 SATURN ST. BREA, CA 92821  
 T. 714.524.1870 F. 714.524.1875  
 WWW.JRMA.COM

**Project Revision**

△ RFP SUBMITTAL	12.19.2019
△ ADDENDUM 16 REV	06.01.2020

**LIMITED SERVICE  
 FIXED BASE  
 OPERATOR**

**JAY'S  
 AIRCRAFT  
 MAINTENANCE,  
 INC.**

**SOUTHWEST SITE  
 JOHN WAYNE AIRPORT  
 ORANGE COUNTY, CA**



**BURNS  
 McDONNELL**

**PRELIMINARY  
 NOT FOR  
 CONSTRUCTION**

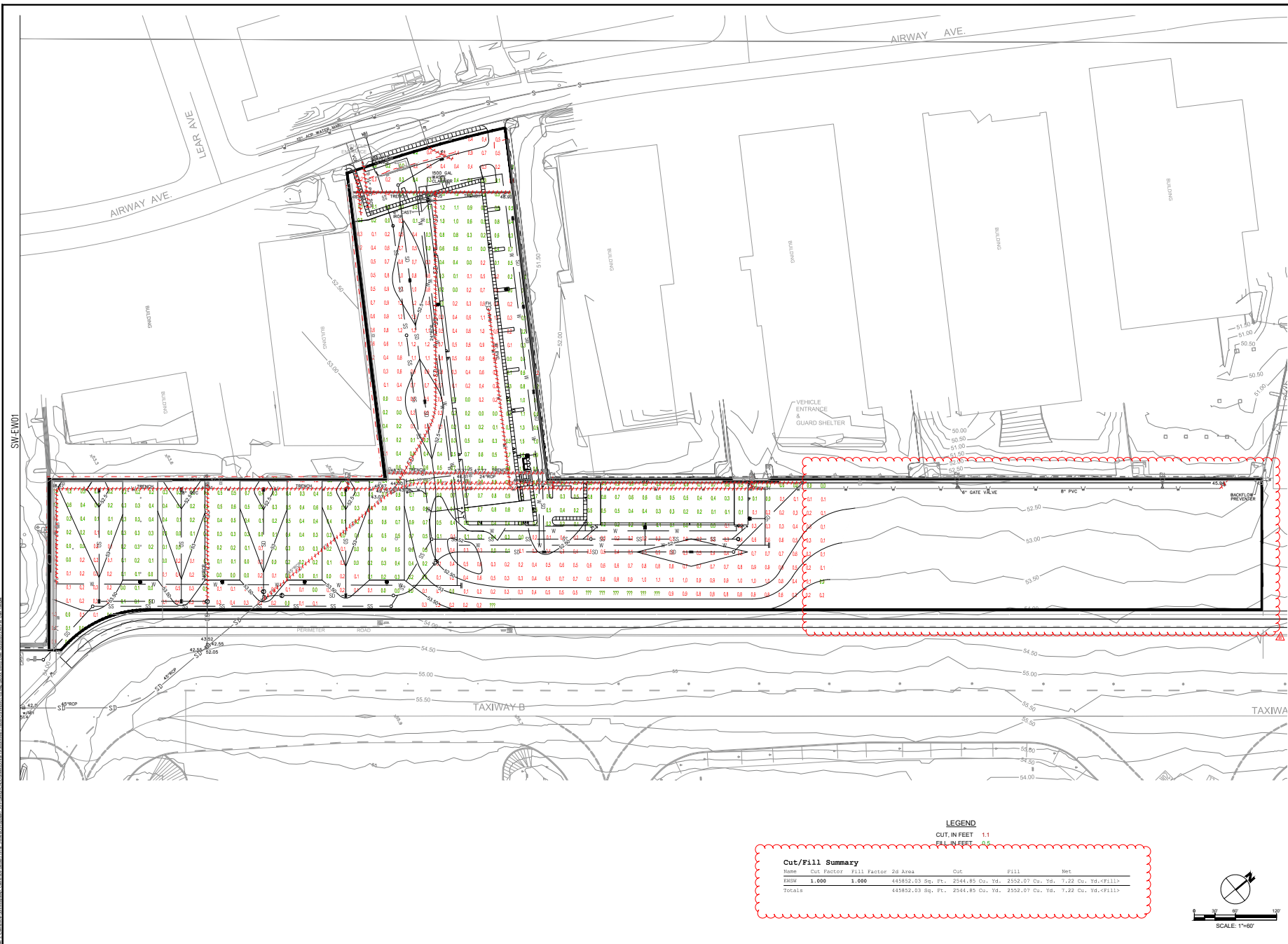
JRMA & ASSOCIATED SHALL RETAIN ALL COPYRIGHT LAW  
 STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE  
 COPYRIGHT FOR THIS DOCUMENT INCLUDING REPRESENTED  
 DESIGN AND SPECIFICATIONS.

**EARTHWORK**

05/22/2020	AS NOTED
DATE	SCALE
DWN	CKL

**JRMA Project No.  
 4083**

**SW-EW01**

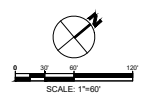


LEGEND

CUT-IN FEET 1:1  
FILL-IN FEET 4:5

**Cut/Fill Summary**

Name	Cut Factor	Fill Factor	2d Area	Cut	Fill	Net
EMDW	1.000	1.000	449832.03 Sq. Ft.	2544.85 Cu. Yd.	2552.07 Cu. Yd.	7.22 Cu. Yd. (FILL)
Totals			449832.03 Sq. Ft.	2544.85 Cu. Yd.	2552.07 Cu. Yd.	7.22 Cu. Yd. (FILL)



# JRMA

ARCHITECTS ENGINEERS

2700 SATURN ST. BREA, CA 92821  
T. 714.524.1870 F. 714.524.1875  
WWW.JRMA.COM

**Project Revision**

▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
FIXED BASE  
OPERATOR

**JAY'S  
AIRCRAFT  
MAINTENANCE,  
INC.**

SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



**BURNS  
& MCDONNELL**

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

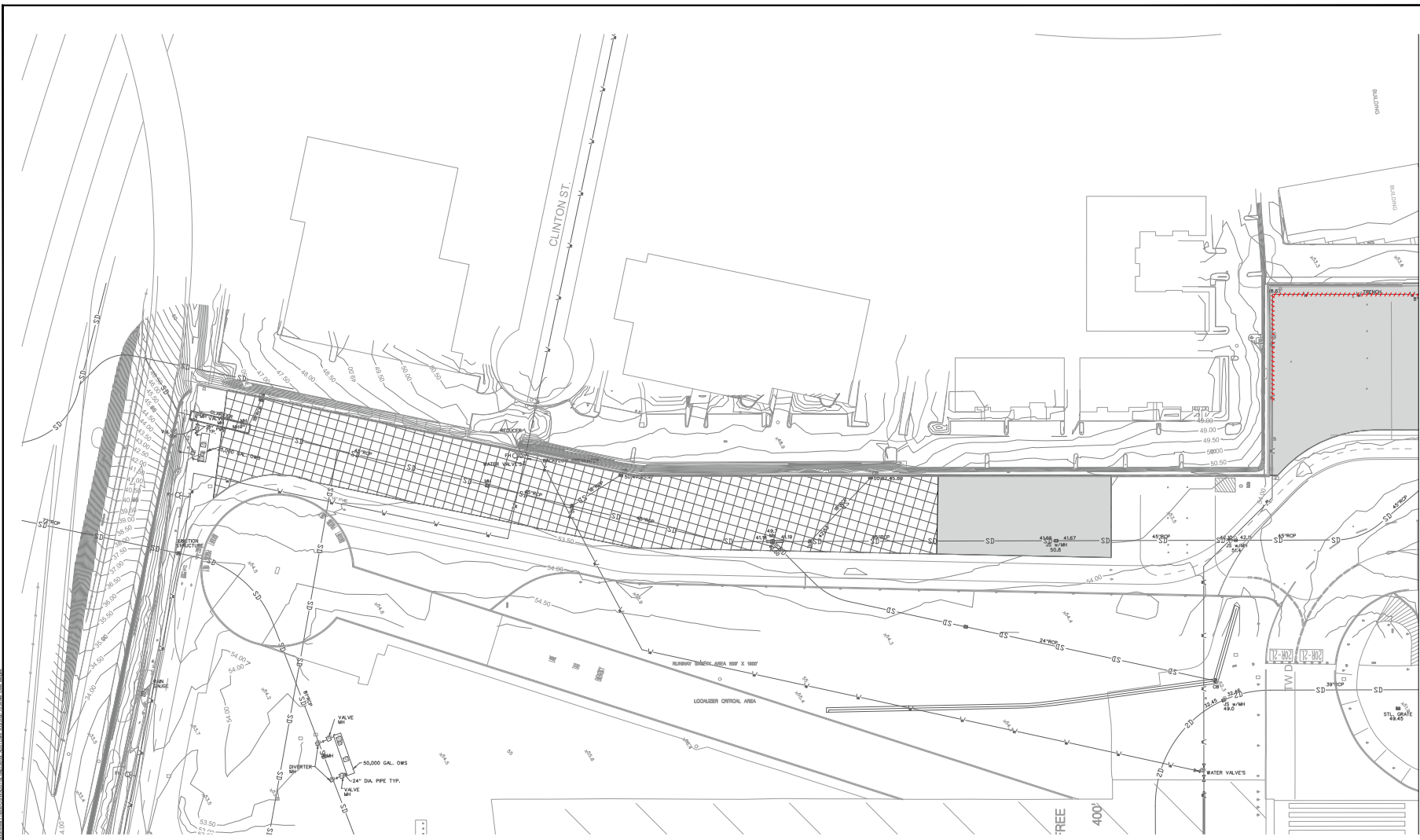
JRMA IS A ASSOCIATED SHALL BEAR AS COMMON LAW  
STATIONARY AND OTHER RESERVED RIGHTS, INCLUDING THE  
COPYRIGHT FOR THE DOCUMENT INCLUDING REPRESENTED  
DESIGN AND SPECIFICATIONS.

**EARTHWORK**

DATE	05/22/2020	AS NOTED
DRAWN	JDW	SCALE
CHECKED	CKK	CHECKED

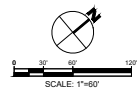
JRMA Project No.  
**4083**

**SW-EW02**



SW-XD02

DEMO LEGEND		QUANTITIES
	BUILDINGS / HANGARS	14,400 SF
	ASPHALT	312,000 SF
	ASPHALT REFURB	233,000 SF
	CONCRETE	1,100 SF
	LANDSCAPE	3,300 SF
	UTILITY DEMO	



2700 SATURN ST. BRE, CA 92821  
 T. 714.524.1870 F. 714.524.1875  
 WWW.JRMA.COM

Project Revision

	RFP SUBMITTAL	12.19.2019
	ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
 FIXED BASE  
 OPERATOR

**JAY'S  
 AIRCRAFT  
 MAINTENANCE,  
 INC.**

SOUTHWEST SITE  
 JOHN WAYNE AIRPORT  
 ORANGE COUNTY, CA



**PRELIMINARY  
 NOT FOR  
 CONSTRUCTION**

JRMA & ASSOCIATED SHALL RETAIN ALL COPYRIGHT LAW  
 STATUTES AND OTHER RESERVED RIGHTS, INCLUDING THE  
 COPYRIGHT FOR THIS DOCUMENT INCLUDING REPRESENTED  
 DESIGN AND SPECIFICATIONS.

**DEMOLITION  
 PLAN**

05/22/2020	AS NOTED
DATE: DWN	SCALE: CCI
DWN	CHK

JRMA Project No.  
**4083**

**SW-XD01**



Project Revision	
▲ RFP SUBMITTAL	12.19.2019
▲ ADDENDUM 16 REV	06.01.2020

LIMITED SERVICE  
FIXED BASE  
OPERATOR

### JAY'S AIRCRAFT MAINTENANCE, INC.

SOUTHWEST SITE  
JOHN WAYNE AIRPORT  
ORANGE COUNTY, CA



**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

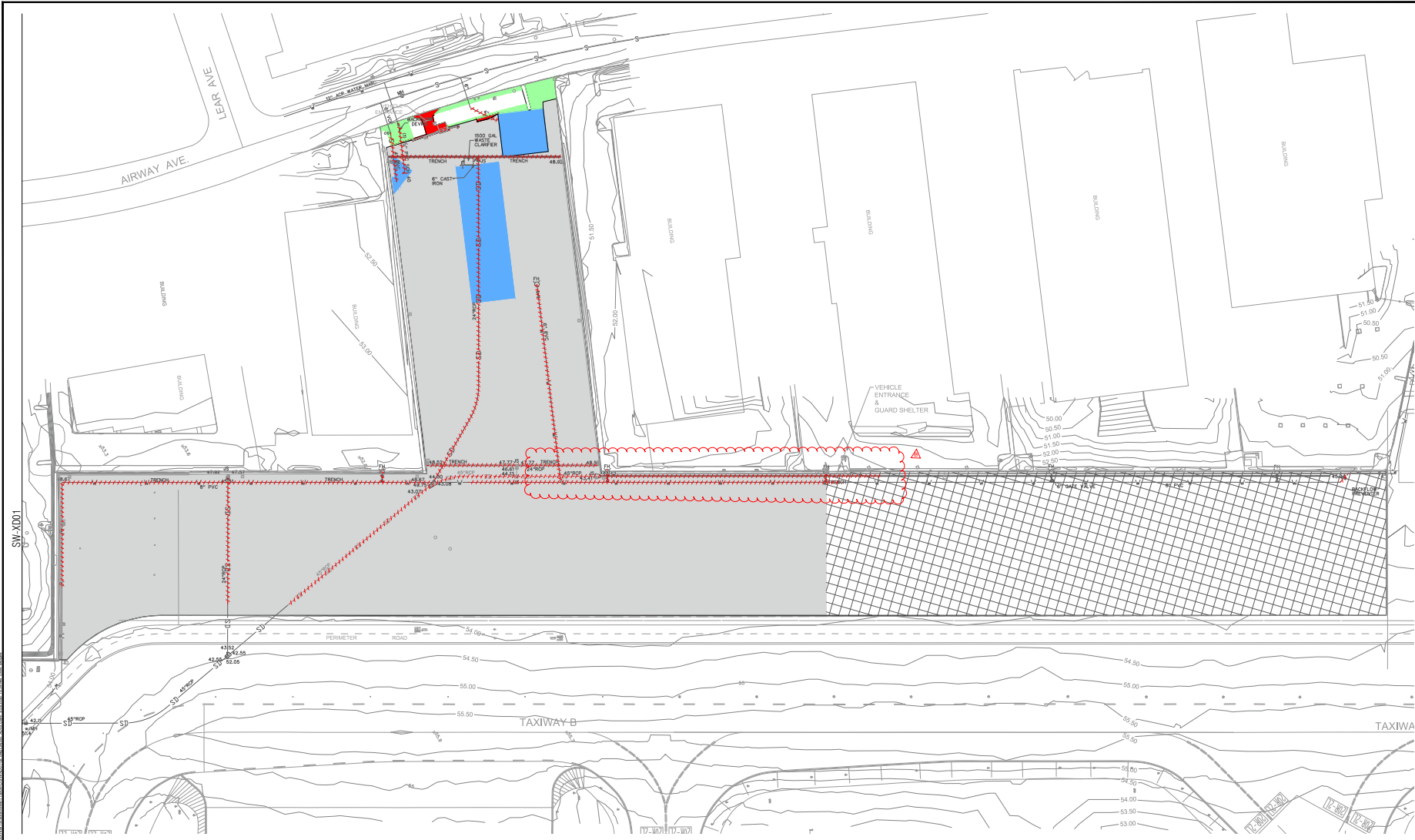
JRMA & ASSOCIATED SHALL RETAIN ALL COPYRIGHT LAW  
STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE  
COPYRIGHT FOR THIS DOCUMENT INCLUDING REPRESENTED  
DESIGN AND SPECIFICATIONS.

### DEMOLITION PLAN

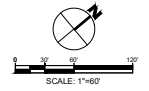
DATE	SCALE	AS NOTED
05/22/2020	DWN	CCK

JRMA Project No.  
**4083**

**SW-XD02**

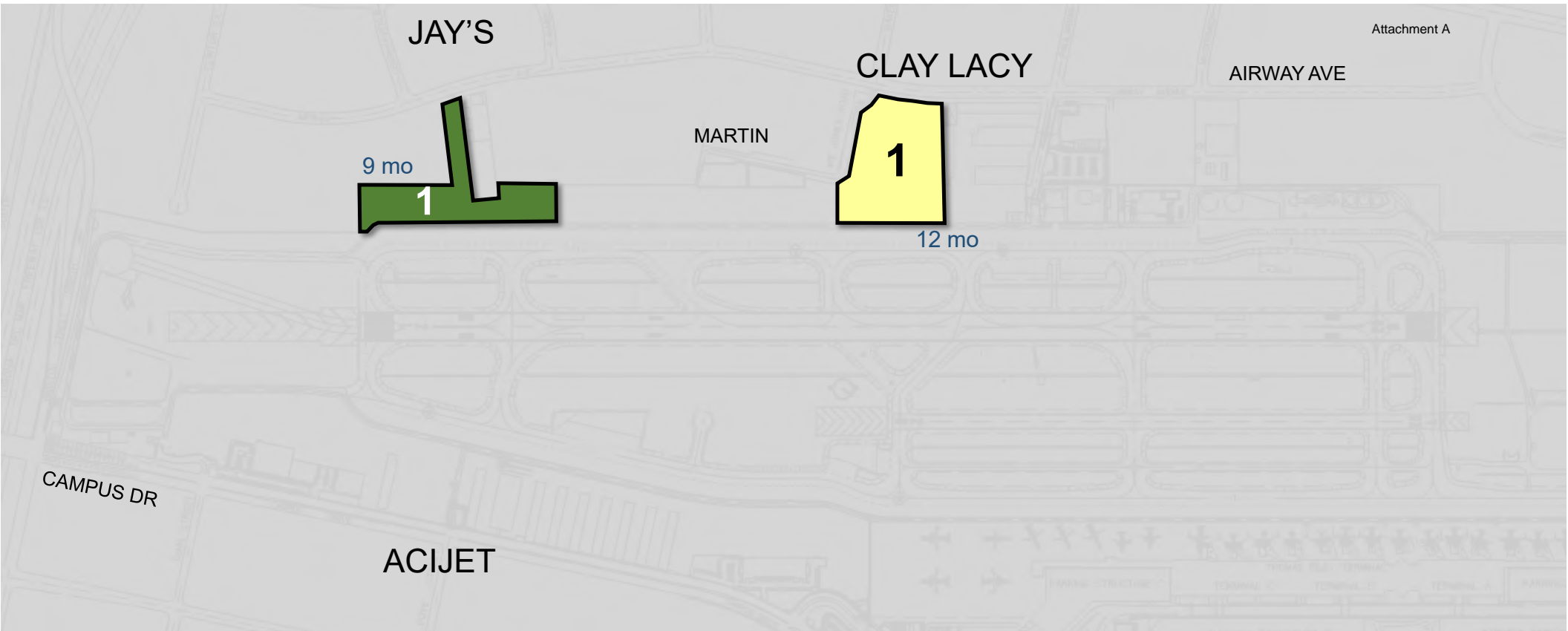


DEMO LEGEND		QUANTITIES	
	BUILDINGS / HANGARS	14,400 SF	
	ASPHALT	312,000 SF	
	ASPHALT REFURB	233,000 SF	
	CONCRETE	1,100 SF	
	LANDSCAPE	3,300 SF	
	UTILITY DEMO		



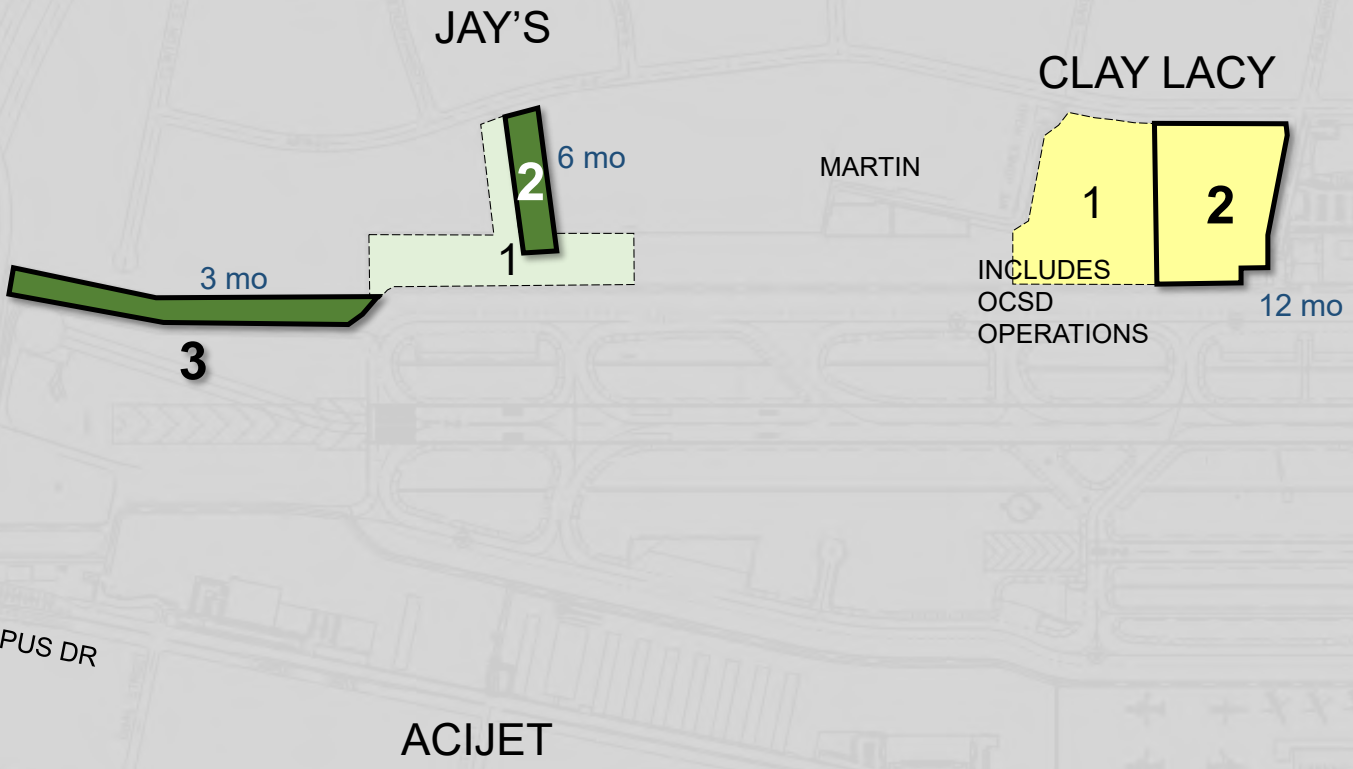
**EXHIBIT G**

**Development and Phasing Plan and Schedule**



	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9
<b>CLAY LACY</b>	1								
<b>JAY'S</b>	1								
<b>ACIJET</b>									

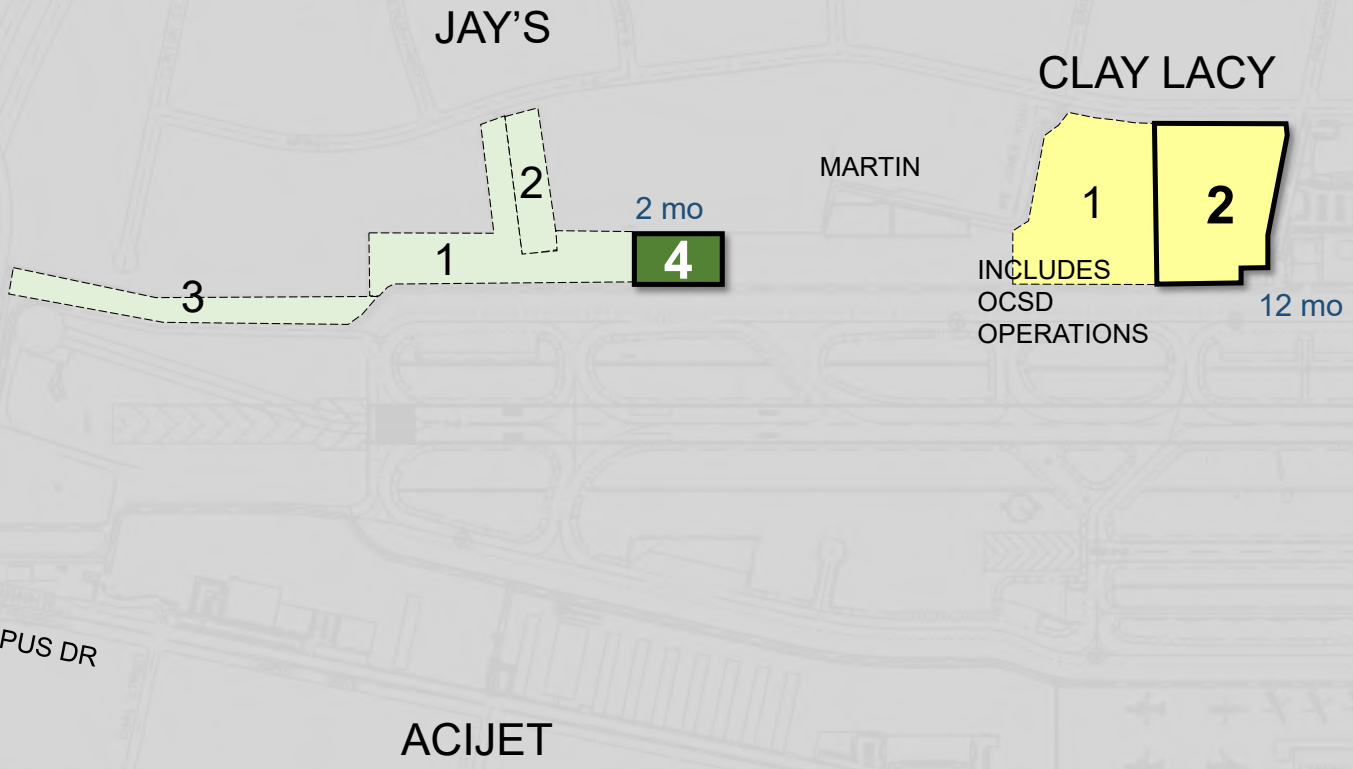
CONSTRUCTION SEQUENCE. START AFTER RECEIPT OF NEPA, COUNTY PERMITS APPROVALS.



	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9
<b>CLAY LACY</b>	1	2							
<b>JAY'S</b>	1	2,3							
<b>ACIJET</b>									

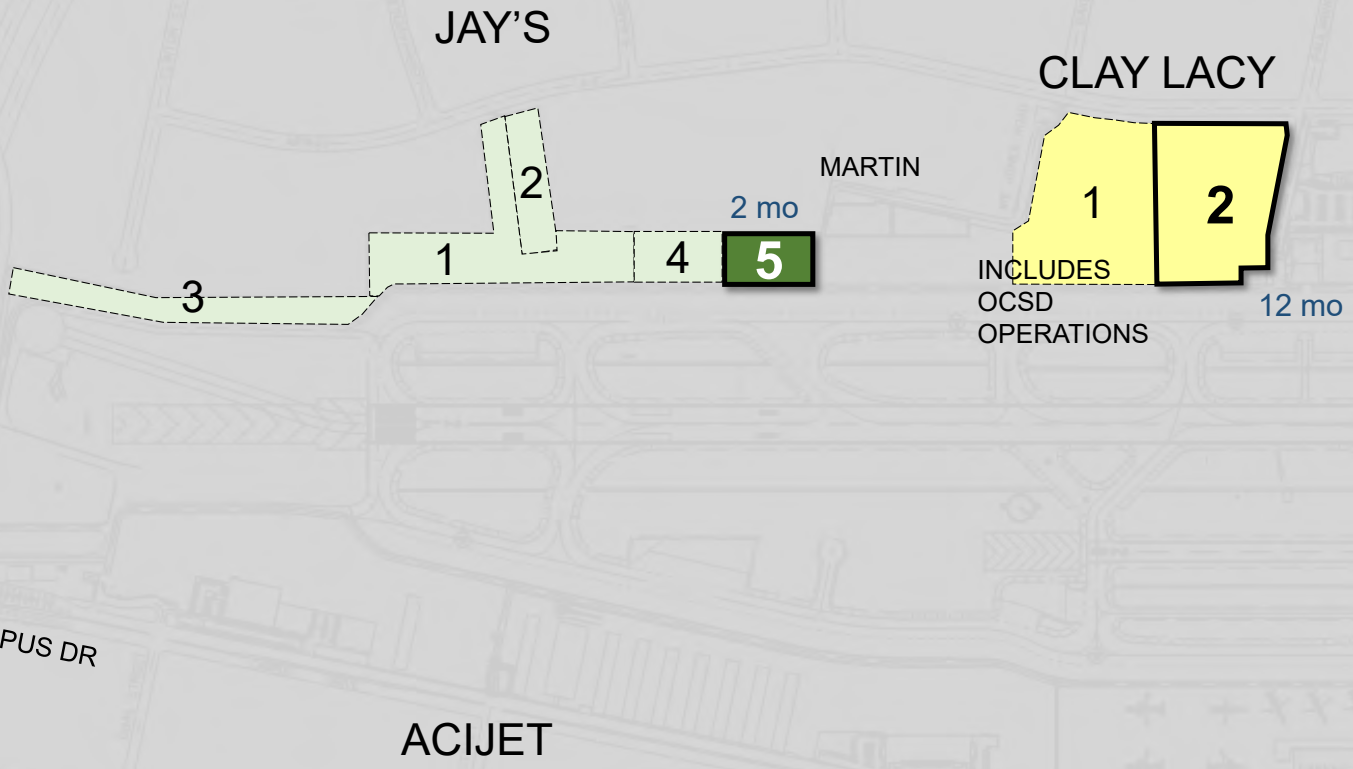
CONSTRUCTION SEQUENCE. START AFTER RECEIPT OF NEPA, COUNTY PERMITS APPROVALS.





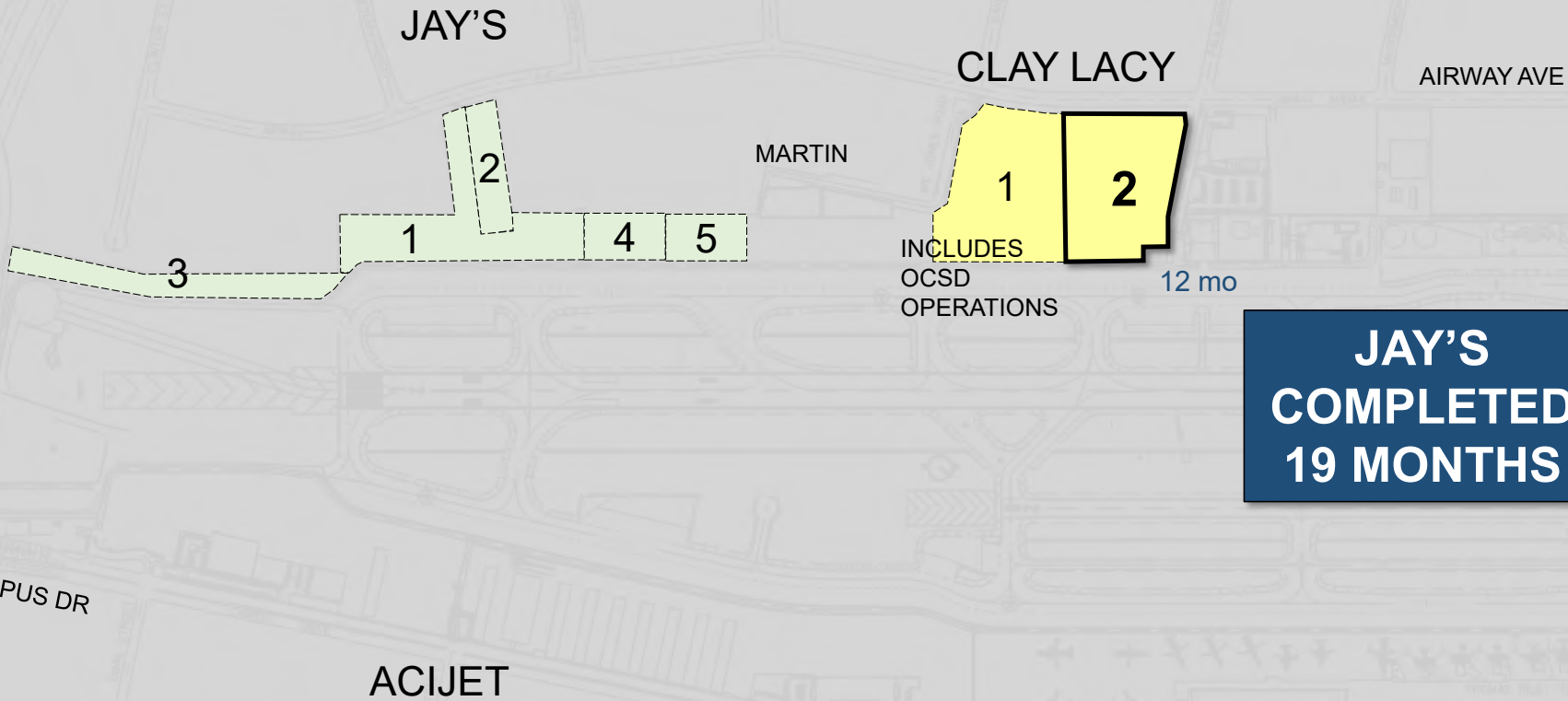
	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9
<b>CLAY LACY</b>	1	2							
<b>JAY'S</b>	1	2,3	4						
<b>ACIJET</b>									

CONSTRUCTION SEQUENCE. START AFTER RECEIPT OF NEPA, COUNTY PERMITS APPROVALS.



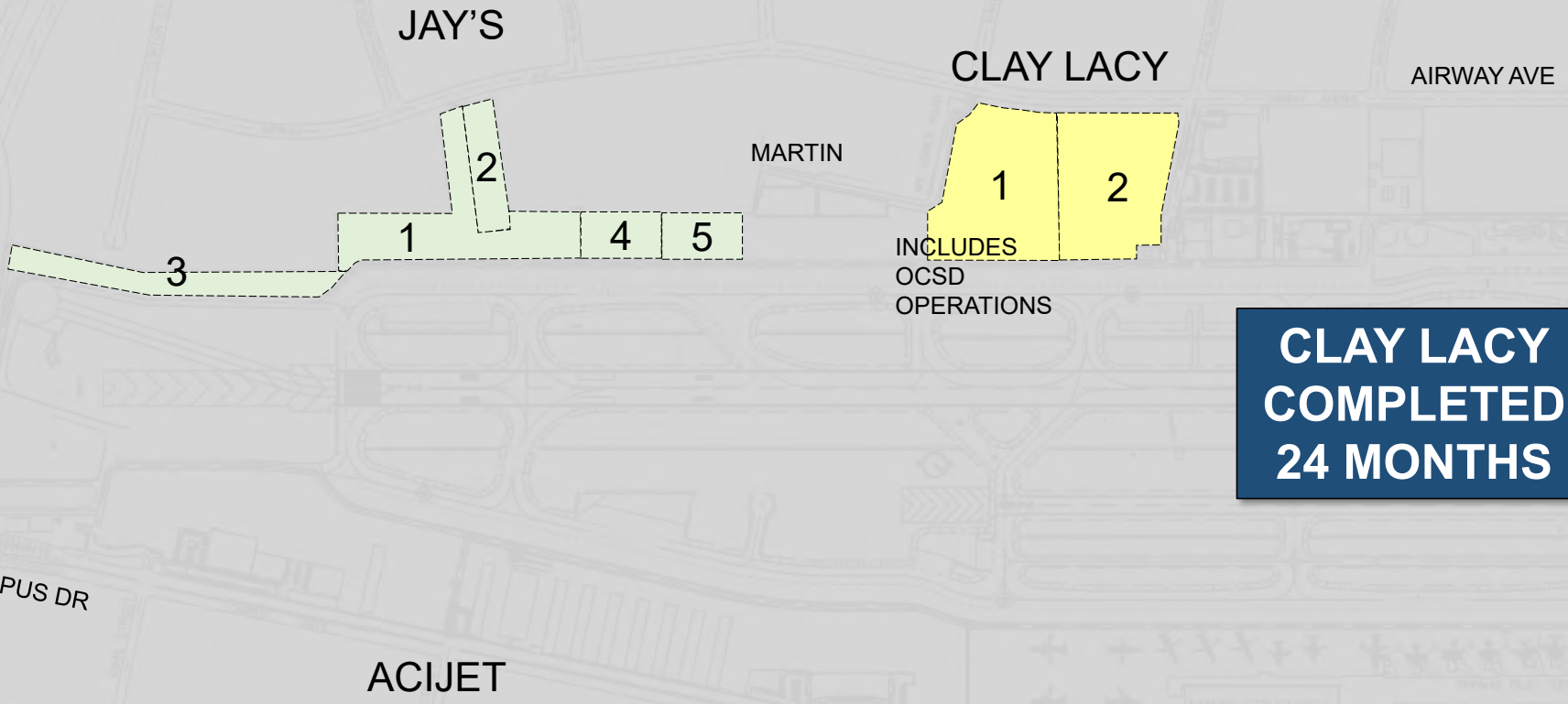
	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9
<b>CLAY LACY</b>	1	2							
<b>JAY'S</b>	1	2,3,4	5						
<b>ACIJET</b>									

CONSTRUCTION SEQUENCE. START AFTER RECEIPT OF NEPA, COUNTY PERMITS APPROVALS.



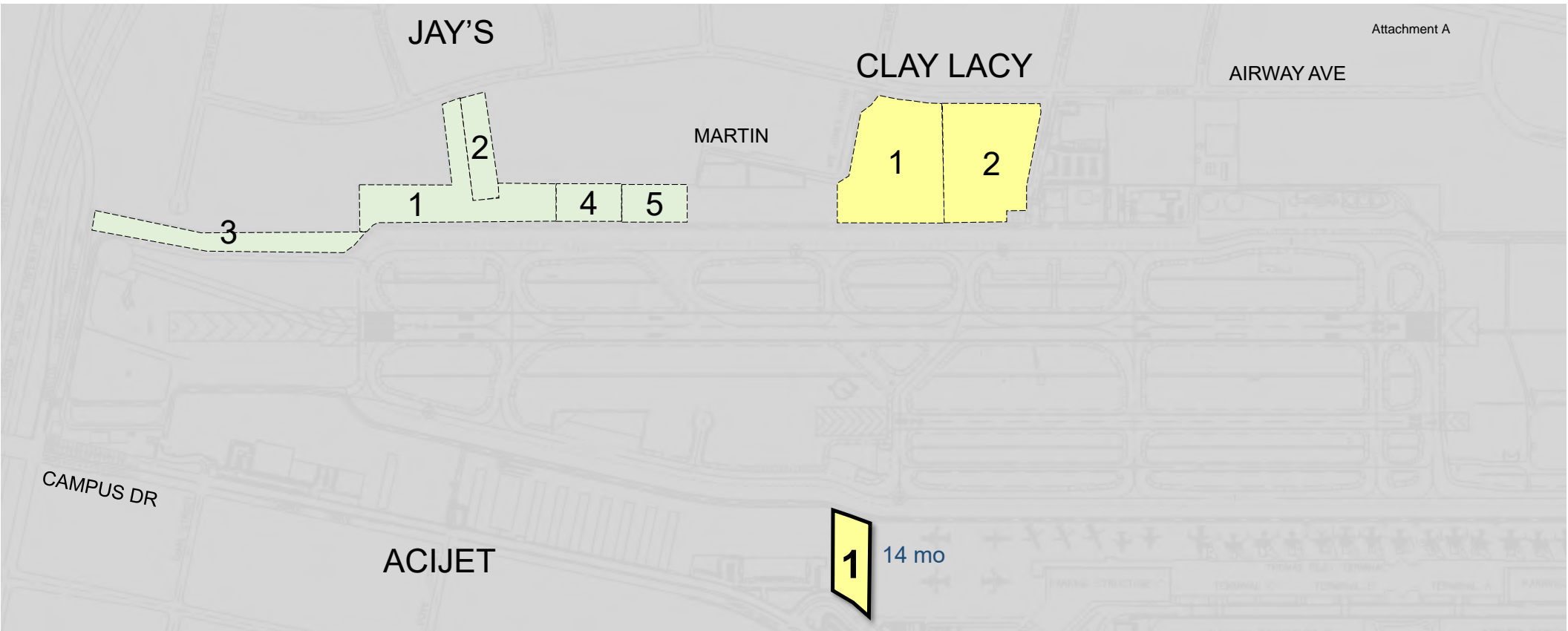
	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9
<b>CLAY LACY</b>	1	2							
<b>JAY'S</b>	1	2,3,4,5							
<b>ACIJET</b>									

CONSTRUCTION SEQUENCE. START AFTER RECEIPT OF NEPA, COUNTY PERMITS APPROVALS.



	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9
<b>CLAY LACY</b>	1	2							
<b>JAY'S</b>	1	2,3,4,5							
<b>ACIJET</b>									

CONSTRUCTION SEQUENCE. START AFTER RECEIPT OF NEPA, COUNTY PERMITS APPROVALS.

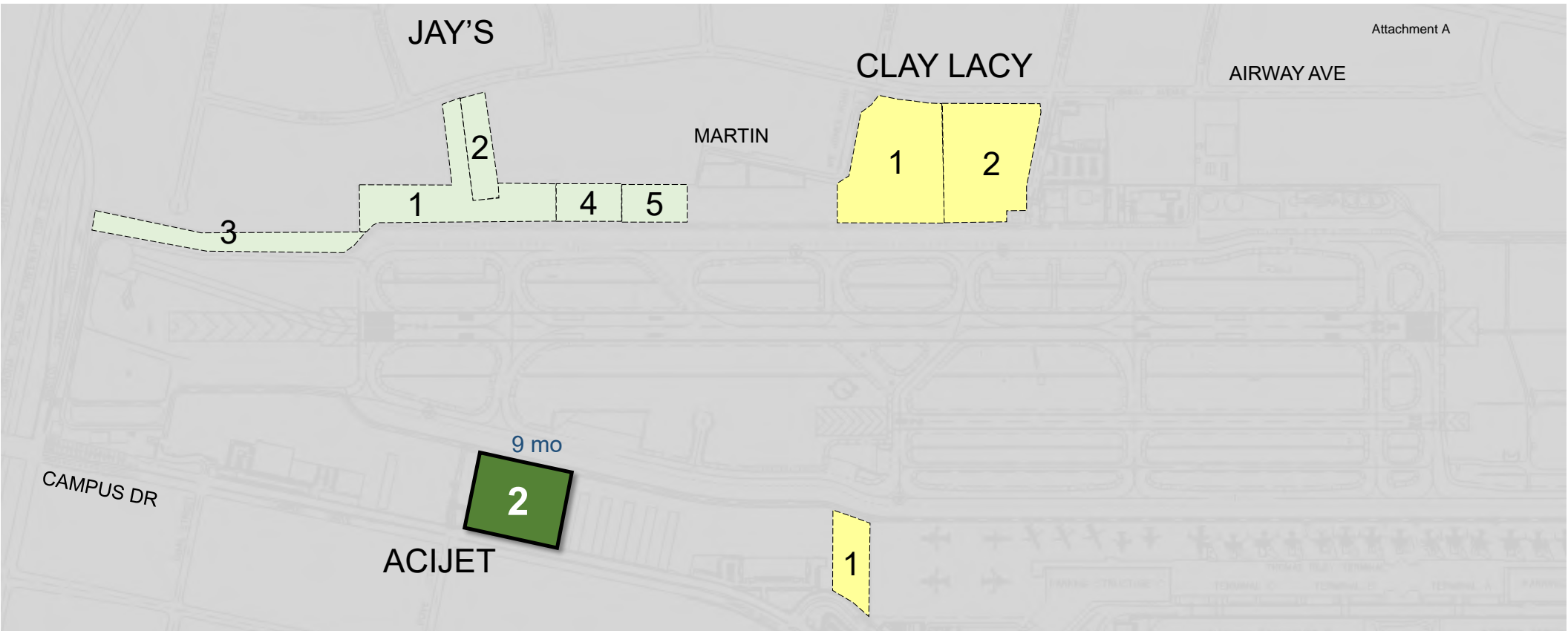


	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9
<b>CLAY LACY</b>	1	2							
<b>JAY'S</b>	1	2,3,4,5							
<b>ACIJET</b>			1						

1 14 mo

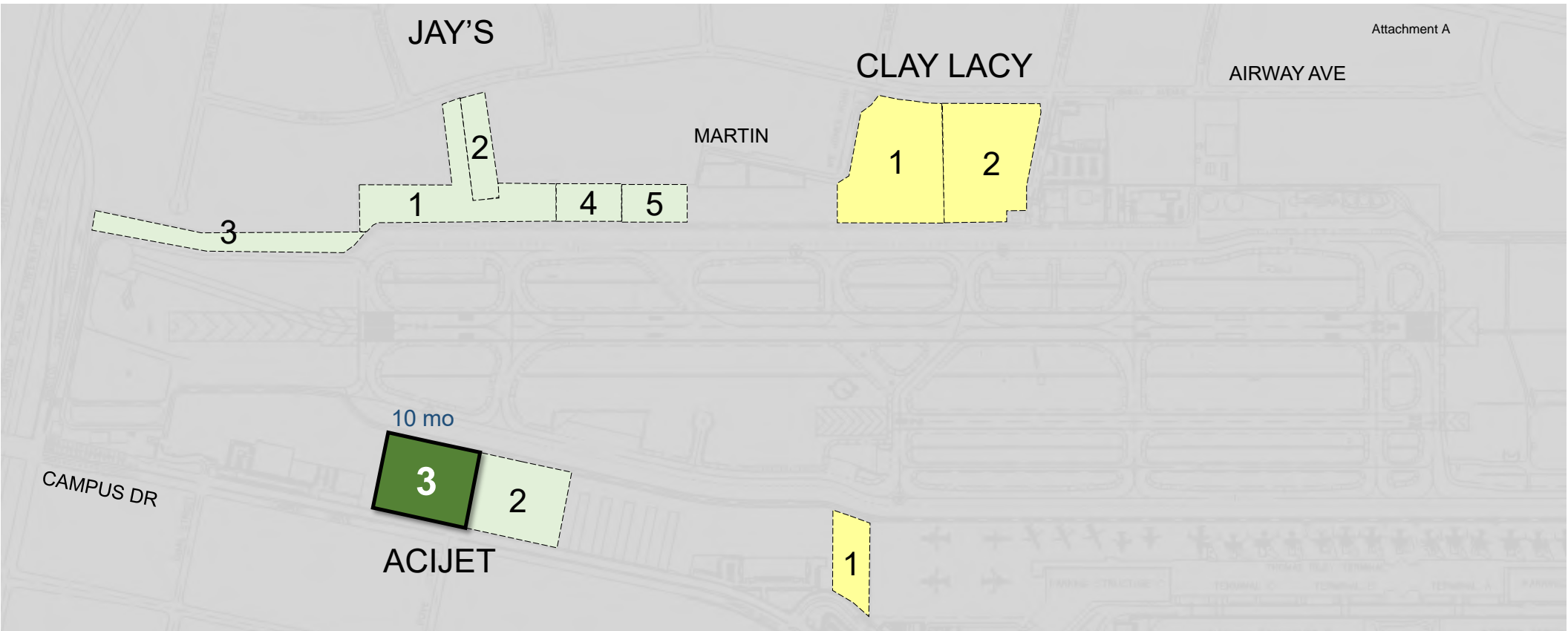
CONSTRUCTION SEQUENCE. START AFTER RECEIPT OF NEPA, COUNTY PERMITS APPROVALS.





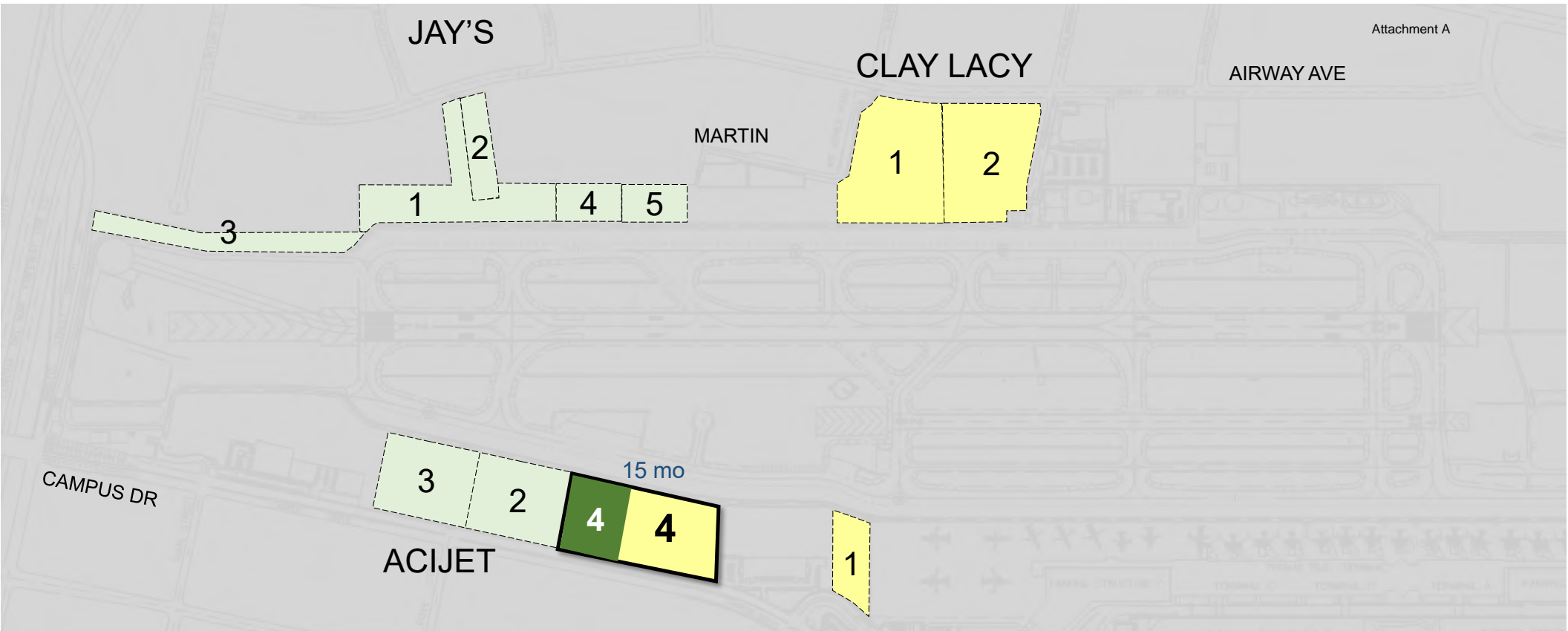
	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9
<b>CLAY LACY</b>	1	2							
<b>JAY'S</b>	1	2,3,4,5							
<b>ACIJET</b>			1	2					

CONSTRUCTION SEQUENCE. START AFTER RECEIPT OF NEPA, COUNTY PERMITS APPROVALS.



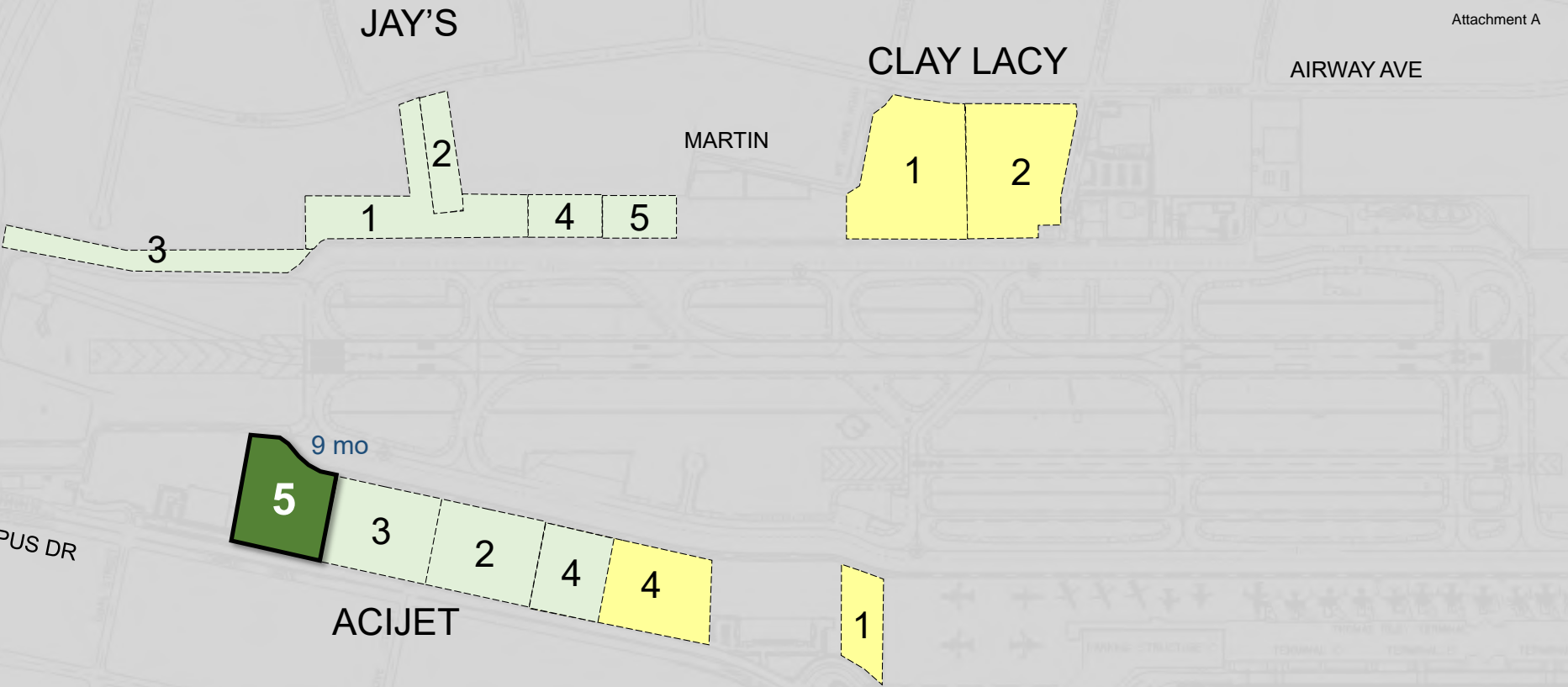
	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9
<b>CLAY LACY</b>	1	2							
<b>JAY'S</b>	1	2,3,4,5							
<b>ACIJET</b>			1	2	3				

CONSTRUCTION SEQUENCE. START AFTER RECEIPT OF NEPA, COUNTY PERMITS APPROVALS.



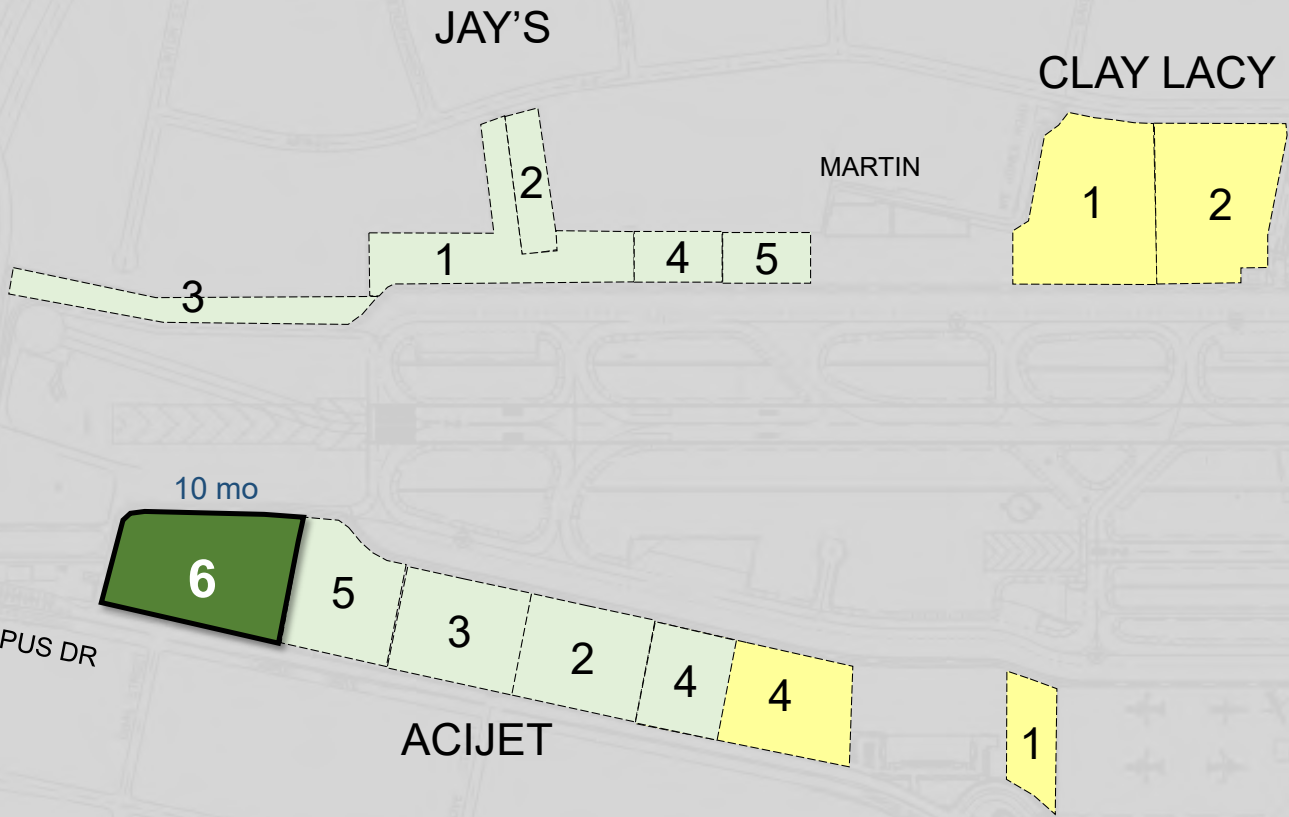
	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9
<b>CLAY LACY</b>	1	2							
<b>JAY'S</b>	1	2,3,4,5							
<b>ACIJET</b>			1	2	3	4	4		

CONSTRUCTION SEQUENCE. START AFTER RECEIPT OF NEPA, COUNTY PERMITS APPROVALS.



	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9
<b>CLAY LACY</b>	1	2							
<b>JAY'S</b>	1	2,3,4,5							
<b>ACIJET</b>			1	2	3	4	4	5	

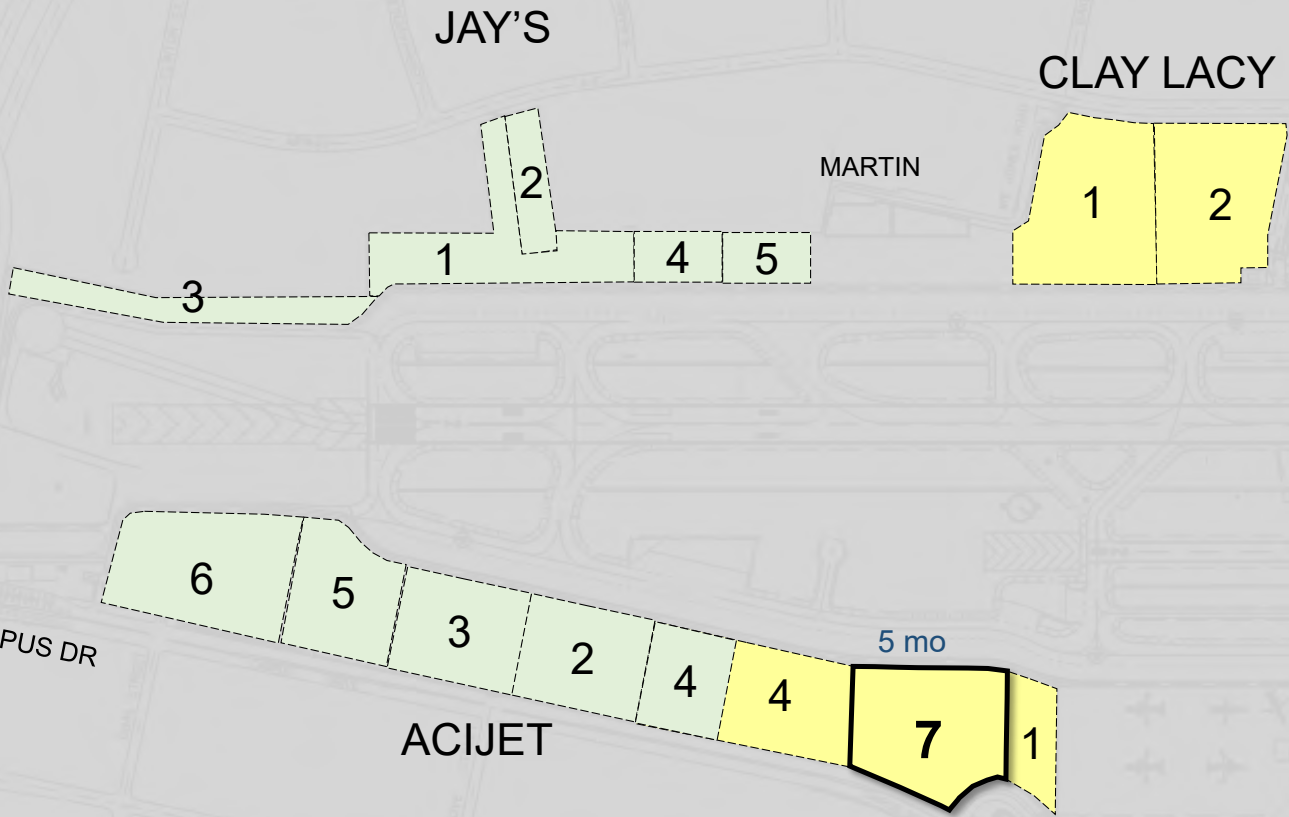
CONSTRUCTION SEQUENCE. START AFTER RECEIPT OF NEPA, COUNTY PERMITS APPROVALS.



	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9
<b>CLAY LACY</b>	1	2							
<b>JAY'S</b>	1	2,3,4,5							
<b>ACIJET</b>			1	2	3	4	4	5	6

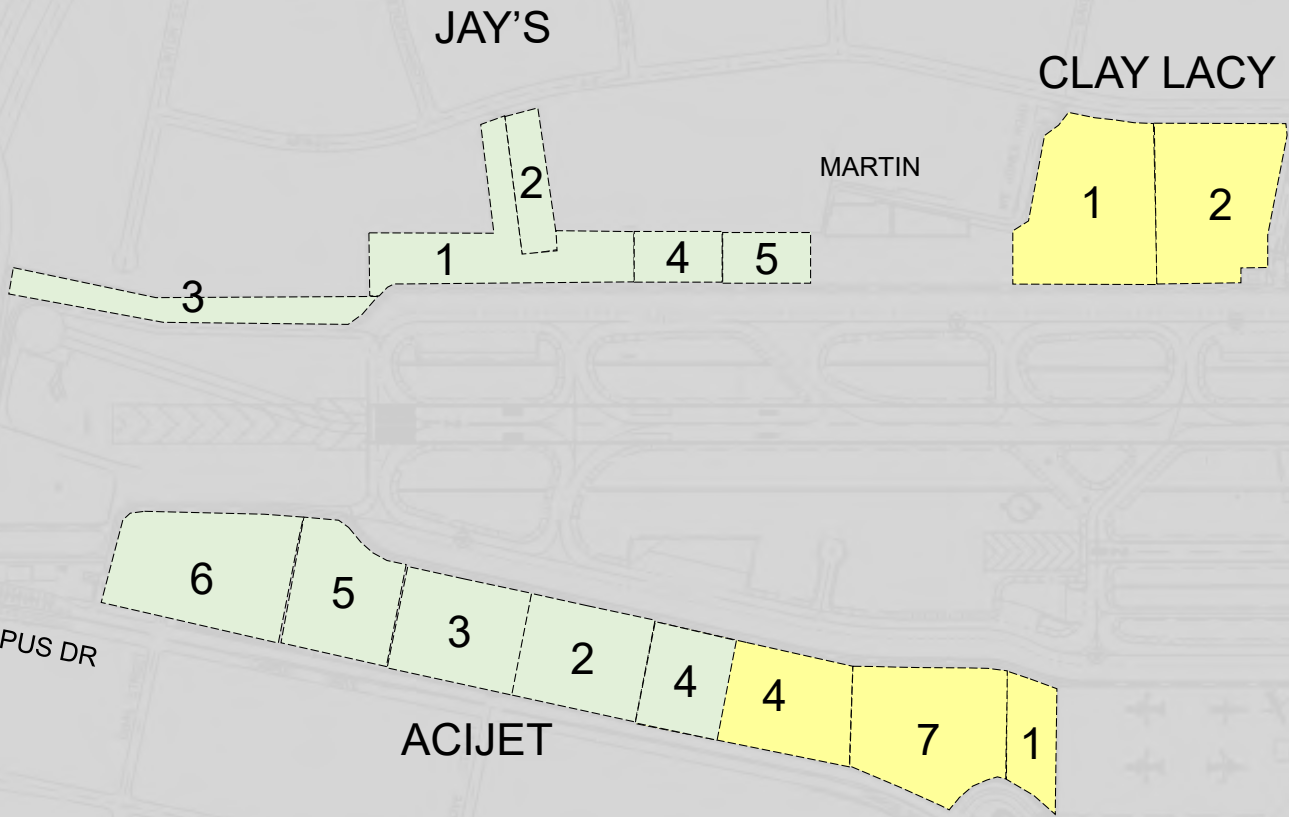
CONSTRUCTION SEQUENCE. START AFTER RECEIPT OF NEPA, COUNTY PERMITS APPROVALS.





	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9
<b>CLAY LACY</b>	1	2							
<b>JAY'S</b>	1	2,3,4,5							
<b>ACIJET</b>			1	2	3	4	4	5	6

CONSTRUCTION SEQUENCE. START AFTER RECEIPT OF NEPA, COUNTY PERMITS APPROVALS.



**ACIJET  
COMPLETED  
72 MONTHS**

	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9
<b>CLAY LACY</b>	1	2							
<b>JAY'S</b>	1	2,3,4,5							
<b>ACIJET</b>			1	2	3	4	4	5	6

CONSTRUCTION SEQUENCE. START AFTER RECEIPT OF NEPA, COUNTY PERMITS APPROVALS.

**EXHIBIT H**  
**Maintenance Plan**

6.h. Provide summary ninety (90) day initial business transition plan following lease commencement, specifically identifying the initial seventy-two (72) hour transition and first thirty (30) day operations plan.

Little transition is required given JAMI is the incumbent subtenant of the Southwest Limited Service FBO leasehold. As such, no change will take place during the initial seventy-two hour transition. During the first thirty days, JAMI will transition to a new sublease coinciding with the new master lease. During the first 90 days, JAMI will work with current airport tenants in relocating to new leases for space as it becomes available. The project primarily requires new construction and no structures will be demolished other than the JAMI's existing facilities in the final phase ~~beginning January 2022~~.

6.i. Operational plan for existing tie-down and hangar spaces until demolition and construction commencement. Existing tie-down, sunshade, and hangar licenses will be assigned as-is to the FBO for each Parcel. The preconstruction operational period may vary greatly in lengths of time based on the overall phasing plan and which site a Respondent is awarded. Building Rent will be adjusted on a pro-rata basis per square foot to account for the usable building space of existing facilities available to each FBO during demolition and redevelopment activities.

The ~~thirty-four (34)~~sixty-two (62) existing aircraft occupying seventy-three (73) tie down spaces in SWL-01N and ~~eighteen-sixteen (168)~~ existing aircraft occupying twenty-nine (29) tie down spaces in SWL-02 will be relocated to the ~~forty-four-five (45)~~ unoccupied tie-downs in SWL-01NS and ~~SWL-01W~~ or temporarily displaced off leasehold prior to commencement of Phase 1 construction. Completion of Phase 1 will provide accommodation for ~~seventy-four (74)~~sixty-seven (67) Group I aircraft allowing relocation of the ~~thirty-four-three (3433)~~ aircraft currently occupying seventy-eight (78) tie-downs in SWL-01S ~~prior to be captured demolition~~ for Phase 2 construction and any aircraft temporarily displaced by Phase 1 development. ~~Hangars and tie-down spaces completed by the end of Phase 2 will be capable of accommodating one hundred (100) aircraft for the relocation of any remaining aircraft in SWL-01W displaced by demolition for Phase 3 construction.~~

The proposed Southwest Limited Service FBO will primarily derive revenues from newly developed facilities. If preconstruction operational periods vary significantly from the proposed development phasing plan, ground rent may also need to be adjusted on a pro-rated basis per square foot to account for lost revenue of undeveloped facilities.

6.j. Maintenance Plan must include a minimum budget and expenditure for maintenance of 3-5% of total site construction costs, increasing annually at the rate of CPI or greater.

The estimated annual maintenance expenditure of \$~~75137~~,601 falls within range of the 3-5 percent minimum annual budget for maintenance based on the approximately \$~~1825~~,000,000 total site construction cost.

This maintenance plan assumes total expenses of \$0.135 monthly per square foot for a total developed area of 455,309 square feet in SWL-01 comprising the following:

- General repair and maintenance expenses are estimated at \$0.080 monthly per square foot for a total annual expense of \$437,097.
- Janitorial and glass cleaning expenses were both estimated at \$0.010 monthly per square foot for a total of around \$4,553 each or \$109,274 annually together.
- Landscaping is estimated at \$0.015 monthly per square foot for \$81,956 annually.
- Security services are estimated at \$0.020 monthly per square foot for \$109,274 annually.
- Stormwater treatment system maintenance expenses are estimated at \$500 per rain event for twenty (20) rain event annually to have a technician sample the structures. In addition, a five year filter replacement cost of \$10,000 each for the two units brings the expected total annual expense to \$14,000.

These estimated figures are expected to be more than adequate given the low maintenance required for box and t-hangars comprising much of the developable area in SWL-01.

*6.k. Applicable only to Respondents for the Northeast Full Service FBO Parcel: please provide an operational plan on managing existing County wait list for County Hangar spaces.*

Not applicable to Respondents for the Southwest Limited Service FBO Parcel.

*6.l. For both Full Service FBOs: provide management and operations plan for maintaining required transient parking for the general aviation community.*

Not applicable to Respondents for the Southwest Limited Service FBO Parcel.

*6.m. Applicable only to Respondents for Northwest Full Service FBO Parcel: provide an interim operating plan for the joint OCSD and OCFA flight operations facility.*

Not applicable to Respondents for the Southwest Limited Service FBO Parcel.



**EXHIBIT I**

**Training and Customer Service Plans**

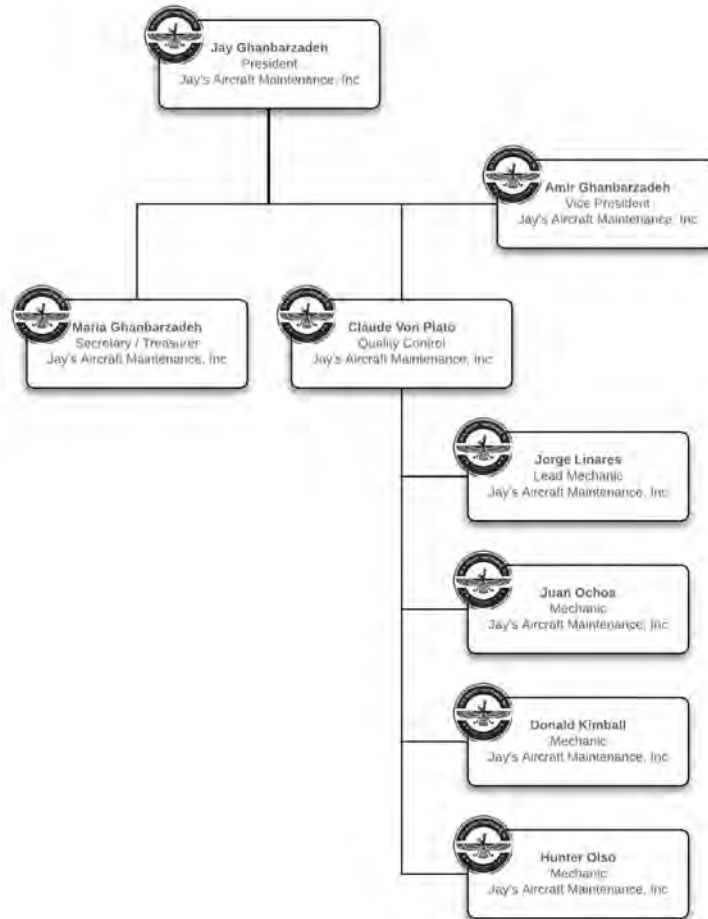


Figure 8. JAMI Organizational chart for the JWA airport operation and corporate home office structure.

All employees of the organization are onsite at the JWA location Monday through Friday from 8:00am – 5:00pm Pacific Time.

*8.b. Training plan that includes plan for monitoring of training records and recurrent training, and for maintenance programs, include quality control plan and processes/testing of such programs.*

JAMI uses training methods that have been submitted and approved by the FAA as required by all Part 145 FAA approved Repair Stations. The policies and procedures are outlined in our FAA approved Repair Station manual and routinely inspected and verified by our designated FAA Safety Inspector, in conjunction with our Quality Control (QC) manager who is ultimately responsible for ensuring each employee is capable and performing his or her duties in accordance with outlined policies. JAMI has an established training program that includes indoctrination (initial and recurrent), specialized, and remedial training for employees performing maintenance (including inspection), preventive maintenance, and alteration tasks. The procedures in our FAA Approved Repair Station Manual enables JAMI to revise its existing training program to ensure it meets JAMI needs and produces training consistent with all regulatory requirements.

Basic training components:

- Establish and identify overall training and employee needs
- Define specific course of study and tailor to each individual employee if required
- Identify training sources and methods to obtain options and select based on affectivity.
- Document all training activities and retain records as accomplished.

JAMI may identify individual capability deficiencies through:

- FAA or other external agency oversight findings.
- Investigations that lead to voluntary disclosure.
- Warrantly related issues on completed operations.
- Performance issues related to assigned tasks.

The QC manager ensures the above items will be reviewed along with any other means he or she feels warrants a review to determine if any training deficiencies exist. The QC manager will decide on the appropriate training after review of all facts. The QC manger will also be responsible for ensuring that the work performed by the individual requiring additional training will not affect the quality of JAMI work until the required training is successfully completed. This can be accomplished through additional supervision or by changing work assignment.

It is the responsibility of the QC manager to generate and maintain all training records that establish each individual employee is capable of performing the maintenance (including inspection), preventive maintenance, and alteration tasks assigned. The records will include copies of any FAA certifications, other applicable certification and degrees, certifications issued by JAMI or customer qualifications and authorizations , and for each course completed, the total time credited, the date, the instructor (if applicable), the location, the subject, and any results of any associated examination .

Employees may review their training records to verify that they are complete and current. If an employee notes a discrepancy in the documentation, that employee should inform the QC manager of the discrepancy and request corrections. The QC manager must approve any change necessary to update an employee's training record.

All training records will be in the English language and will be maintained in a legible, complete, and easily retrievable manner for as long as the employee is employed JAMI and for two years afterward.

The Chief Inspector is responsible to the QC Manager for full compliance with all procedures outlined in this system as appropriate to any item undergoing maintenance or alteration by the Repair Station. The airworthiness of those items and compliance with the recording requirements for the operators of those items and of the repair station, depend on conformity to the procedures of this system.

The chief inspector will maintain a "Delegation of Authority / Line of Succession" list so that his or her duties are assured of performance by the "Acting Chief Inspector." This ' list ' may be annotated on the Roster of Inspection Personnel.

A status sheet will be provided in each work order package as necessary in which a status report will be left by each of the inspectors leaving the job before completion of a project, for information to the succeeding inspector. Its purpose is to assure a continuing inspection responsibility for in-progress work inspections. As an alternate, an inspection discrepancy form may be used.

Maintenance and inspection forms have been designed to show the name of the mechanic or repairmen who performs the work (or supervises it) and the name of the inspector inspecting that work.

The basic Quality Control System requires mechanics to sign their approved initials/ name / stamp for work performed by them prior to submitting the item to inspectors for final acceptance. Inspectors will indicate their acceptance of work performed with the application of the inspectors stamp or their approved initials / name, next to the item on the work forms.

A project involving work other than inspection only, may not be approved for return to service unless it has been cleared by the chief inspector as satisfying the requirements of 14 CFR 145.157, 145.213 and 145.219.

*8.c. Marketing and customer service plan that identifies how the Respondent will attract and retain general aviation business at the FBO location, and its approach to providing customer service, as well as its experience with such programs at its current FBO locations.*

JAMI is guided by sustained long-term principles that have translated into the company's continued success. Since the company is a family business, every customer is treated as so. Timely response and availability to maintenance requests has been one of JAMI hallmarks. Since the complexity of aircraft requires specific knowledge and understanding, each customer is personally briefed on which avenues of remedy would lead to the customer's desired outcome. Long-term aircraft health, cost, down time, and safety are discussed for every service regardless of type. This team approach mentality assures that every person involved is on the same page regarding the aircraft, with safety being the most important issue communicated. This approach has been used by Jay since founding JAMI and has since been exercised by Amir Ghanbarzadeh who has reinforced this mentality throughout the company. Furthermore, since Jay and Amir are both pilots they can converse with fellow pilots in a language that builds trust and understanding creating a rapport that is not easily duplicated.

JAMI does not extensively advertise or market its services in publications, but does lists in well-known online aviation directories, such as AirNav. Throughout the years, JAMI has thrived by customers and pilots sharing their experiences with friends and acquaintances. JAMI's vast vendor network has provided numerous customer referrals as the first maintenance facility recommended when our vendors are queried. Word-of-mouth advertising and customer loyalty such as this is the paramount measure of success desired by large corporations but difficult to achieve in practice. Yet, JAMI has cultivated a customer network in the Southern California region without the need to 'buy' leads through expensive marketing campaigns. This approach will be essential to the success of the Limited Service FBO intended to provide services for the local light general aviation community based at JWA.

JAMI’s customer service and general marketing plan has been cultivated and refined over forty years of operation. JAMI has continually grown and sustained their customer base through these practices and that best mirror the company image and persona. Yet, JAMI acknowledges the proposed Limited Service FBO introduces a new dimension to the existing operation. Aeroplex Group Partners brings to the team over 40 years of experience managing very similar general aviation facilities at other airports including corporate aircraft hangars, t-hangars, office buildings, aircraft tarmac and ramp tie downs, fuel storage facilities and FBO operations. AGP’s extensive experience in the Los Angeles region will continue to directly benefit JAMI with leasing best practices and management services after the initial project development is completed.

8.d. Include an organizational chart that describes the FBO development team.

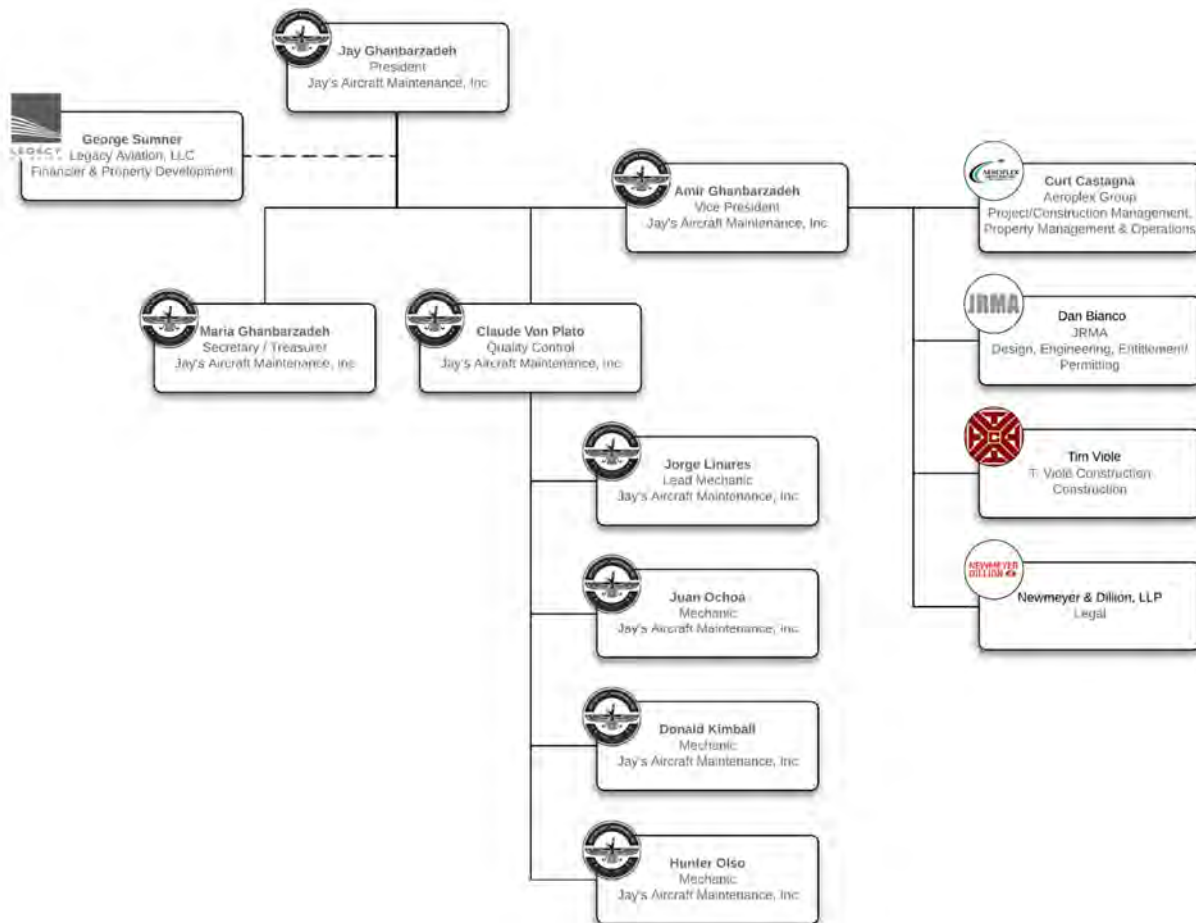


Figure 9. Project Team Organizational Chart.

**George Sumner, Legacy Aviation, LLC**  
Financier & Property Development

To finance the proposed improvements, JAMI has teamed with Legacy Aviation, LLC (Legacy). Legacy is a company that was formed with the vision of working side by side with existing airport leaseholders in creating world-class facilities for general aviation aircraft owners and operators across the nation.



## Real Property Conveyance Questionnaire\* for ASR (\*Applies to sale, lease, license, or easement of County or District owned assets)

### Instructions:

- This questionnaire was developed with input from Auditor Controller, Internal Auditor and CEO Real Estate to assure County leadership is fully informed.
- Insert the complete answer after each question below.
- When completed, save and include as an Attachment to your ASR.
- In the body of the ASR focus on the considerations relevant to the decision.
- If you need assistance, please contact CEO Real Estate.

### 1. What property interest is being considered for conveyance (e.g. fee, lease, license, easement)?

The property interest being conveyed is a leasehold interest in County owned property at John Wayne Airport.

#### a) Why is this property being considered for lease, license, sale or other conveyance?

The lease is for a limited service fixed base operator (FBO) who will lease the property and construct improvement to provide related services and amenities to the aviation community. Generally, this is not a service that is provide directly by the County, and it has historically been provided by a private lessee.

#### b) How and who identified this property as a potential conveyance?

John Wayne Airport (JWA) and CEO Real Estate staff based on how this type of services are generally handled within the FBO market.

#### c) What factors are key in recommending this property for conveyance?

These sorts of general aviation services are provided routinely at airports through a leasehold structure. In addition, they provide additional revenue for airport operation.

#### d) How does the proposed conveyance fit into the County's/District's strategic or general plan?

The lease and fixed base operations are consistent with the General Aviation Improvement Plan, which was approved by the Board of Supervisors (Board) on March 13, 2018. The GAIP approved the traditional land lease financial development model lease for the GAIP to allow JWA to develop a self-sustaining GA operation.

#### e) What are the short and long term anticipated uses of the property?

This property has historically been used for FBOs, and the GAIP anticipates the long-term use will remain the same.

#### f) Are there any limitations on the use of the property in the conveyance documents?

The leases require that the property be used for an FBO.

### 2. What analysis has been performed as to whether to convey the proposed real property interest?

N/A – this is a historical use that is supported by the GAIP.

3. How was the conveyance price, or lease/license rent, determined?

An appraisal was performed to set the rent.

a) Who performed the appraisal or market study and what certifications do they possess?

Pacific Real Estate Consultants: Licensed California Real Estate Broker and Certified General Real Estate Appraiser, State of California

b) How does the price/rent compare with comparable properties?

The lease rates in the leases are with the market for this sort of operation and lease.

c) Does the setting of the price/rent follow industry standards and best practices?

Yes.

d) What are the specific maintenance requirements and other costs within the agreement and who is responsible? Provide an estimate of the costs to the County/District if applicable.

All costs for construction and maintenance are borne by the lessee and not the County.

4. What additional post-conveyance remodeling or upgrade costs will be needed for the property to meet its intended use?

While the leasehold premises currently are improvement for FBO purposes, the leases require the lessees to construct new improvements and facilities.

a) Will any of the upgrades be required to meet County, ADA, or other standards and requirements?

Yes, they are required to meet the terms of the lease and will also comply with applicable laws, such as the ADA.

b) Include estimates of the costs.

\$17,818,991.00

c) What entity will be responsible for the costs?

The lessees are responsible for the costs.

5. Can the County terminate the sale/easement, lease/license?

Yes, the County can terminate the leases for cause in the event of default.

a) What would be necessary to terminate the agreement and when can it be terminated?

An uncured default pursuant to the terms of the lease.

b) Are there penalties to terminate the sale/easement, lease/license?

N/A

6. What entity will be responsible for the payment(s)?

The lessees are responsible for any and all payments under the lease.

- a) How will the funds received be used or applied?

Funds received will be used for the operation of JWA.

- b) What fund number will the funds from the conveyance ultimately be deposited into?

JWA Fund 280 – Operating Fund

- c) If restricted funds might be created or supplemented, check with the Auditor Controller's General Accounting Unit and Counsel if you have questions about whether restricted funds are involved.)

- d) If restricted funds might be created or supplemented, has County Counsel advised that the destination fund for the payment(s) is properly restricted?

7. Does the proposed sale/easement, lease/license agreement comply with the CEO Real Estate standard language?

Yes.

8. If this is a lease, is it a straight lease, an operating lease, a lease with an option to purchase, or a capital lease (see details below)?

Operating Lease

# California Government Code Section 25536

CA Govt Code § 25536 (2017)

(a) Nothing in this article shall prevent the board of supervisors of a county from, and the board of supervisors of any county is empowered to make contracts, acquiring, leasing, or subleasing property pursuant to Section 1261 of the Military and Veterans Code, or, by a four-fifths vote of the board, entering into leases, or concession or managerial contracts involving leasing or subleasing all or any part of county-owned, leased, or managed property devoted to or held for ultimate use for airport, vehicle parking, fairground, beach, park, amusement, recreation, or employee cafeteria purposes, or industrial or commercial development incidental thereto or not inconsistent therewith without compliance with this article.

(b) In addition to the powers provided in subdivision (a), the County of Monterey may enter into a lease, concession, or managerial contract involving the leasing or subleasing of all or any part of a county-owned, leased, or managed property devoted to or held for ultimate use for juvenile placement.

(c) In addition to the powers provided in subdivisions (a) and (b), the board of supervisors of a county, by a four-fifths vote of the board, may sell or lease all or any part of county-owned property without compliance with this article if the county repurchases or leases back the property as part of the same transaction. By a four-fifths vote of the board of supervisors, the county may pledge specified revenues as security for the payment of obligations incurred in the repurchase or leaseback of the property.

(d) In addition to the powers provided in subdivision (a), the Board of Supervisors of the County of San Bernardino, by a four-fifths vote of the board may directly enter into a lease, involving all or any part of county-owned, leased, or managed property devoted for agricultural purposes.

*(Amended by Stats. 1999, Ch. 643, Sec. 8.3. Effective January 1, 2000.)*