

CITY OF RIVERSIDE  
AIRPORT ACCESS AGREEMENT

CALIFORNIA BAPTIST UNIVERSITY

This Airport Access Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and CALIFORNIA BAPTIST UNIVERSITY, a non-profit religious corporation organized and existing under the laws of the State of California ("User"), located at 8432 Magnolia Avenue, Riverside, California, 92509.

This Agreement incorporates and is based upon the following representations and understandings:

WHEREAS, CITY is the owner and operator of Riverside Municipal Airport, located at 6951 Flight Road, Riverside, CA 92504 ("Airport"), with the power to grant rights and privileges with respect to the Airport, pursuant to the provisions of the Federal Aviation Administration ("FAA") Reauthorization Act of 2018, among other federal, state, and local laws, rules and regulations; and,

WHEREAS, the User leases real property, immediately adjacent to but not on the Airport, located at 6865 Airport Drive, Riverside, CA 92504 ("Property"). The Property is not owned or controlled by the City; and,

WHEREAS, the Property contains a hangar, which is presently used for aircraft maintenance in connection with User's flight school. User's flight school is located in part on the Airport; and

WHEREAS, the User seeks the right to taxi aircraft from User's maintenance facility on the Property "through-the-fence" to the Airport property and to its runway and taxiway system; and,

WHEREAS, the parties desire to enter into this Agreement to comply with the FAA rules and regulations that permit general aviation airport sponsors to enter into through-the-fence agreements with property owners provided these agreements comply with certain conditions set forth in this Agreement;

Now, therefore and in consideration of the mutual terms and conditions hereinafter set forth, City and User hereby agree to the following:

1. **PROPERTY WITH RIGHT OF ACCESS.** This Agreement applies only to the Property occupied by User, which is more particularly described in Exhibit "A" attached hereto and incorporated herein. The Property consists of, in relevant part, a hangar used as a maintenance

facility in connection with User's flight school. User's flight school is maintained in part in other facilities on the Airport property pursuant to leases with the City. User's Property also consists of a vehicle gate providing "through-the-fence" access to the Airport and a ramp leading from the hangar to the Airport property. This gate is located immediately adjacent to and directly north of User's Property. The ramp associated with the hangar is partially situated on the Airport property and partially situated on the Property as shown in Exhibit A.

This Agreement shall apply to no other property and for no other use. In the event User makes a material alteration of the use of the Property without the prior written consent of the City, the City shall have the right to immediately terminate this Agreement.

2. **TERM OF AGREEMENT.** The term of this Access Agreement shall commence on October 1, 2019, and shall continue for a 5-year period, through and including September 30, 2024.

3. **PROPERTY USE AND PROHIBITIONS.**

(a) **Property Use Limitations:** The Property hangar is used as a maintenance facility for aircraft owned and in connection with User's flight school. User does not provide any services to the general public. User shall not permit any person or entity to engage in any temporary or permanent commercial aeronautical activity on the Property, except as otherwise described in this Agreement. This prohibition includes the following, but is not limited to, any activity or service for compensation, exchange, trading, buying, selling, or hire or any other revenue producing activity whether or not a profit is derived, which makes possible, or is required for the operation of an aircraft, or contributes to or is required for, the safety of such operations.

(b) **Sale of Aviation Fuels Prohibited:** User shall not permit any person or entity to sell aviation fuels on the Property described herein above.

(c) **Prohibitions and Restrictions on Access:** This Agreement is specific and personal to User. The User is specifically prohibited from granting or selling any access/egress to the Airport through the Property to any other parties. This restriction also includes the User taking reasonable precautions acceptable to the City to prevent the unauthorized access to the Airport by vehicles, pedestrians, etc., through the aircraft maintenance hangar or adjacent vehicle access gate. User shall adopt and enforce access security procedures acceptable to the City to prevent the unauthorized access of the Airport through User's Property. User's current access security procedures are attached hereto as Exhibit "B" and are incorporated herein. In the event, an unauthorized access to the Airport from the Property occurs, the City may take immediate action to prevent such unauthorized access, including, but not limited to, physical restriction of all access to the Airport from the Property and immediate termination of this Agreement. User shall immediately report any incident of unauthorized access to the Airport Manager and shall take immediate corrective action to prevent the unauthorized access.

(d) **Violations.** Any violations noted as a result of inspection by the Federal Aviation

Administration or the Transportation Security Administration shall be the full responsibility of the User.

(e) Safety Hazards. User shall comply with all rules and regulations applicable to the Airport property, including safety regulations. In the event the City discovers an unsafe condition or safety violation anywhere on the access ramp, the City may take immediate remedial action, including but not limited to removal of a safety hazard at User's expense. The safety area for Runway 16/34 prohibits the storage of aircraft on the ramp immediately west of the maintenance hangar doors.

(f) Aircraft Rental. User is restricted from making aircraft available for public rental. User agrees that aircraft owned by CBU are for the strict and limited use of students enrolled in curricula at California Baptist University.

(g) Aircraft Maintenance. User is restricted from offering aircraft maintenance services to any public or private entity or any member of the general public.

4. **ACCESS FEE**. In consideration for this Agreement, User agrees to pay the following access fees to the City:

(a) Basis for Access Fee: The access fee is based on the rates and charges of other on-airport tenants and operators making similar use of the airport. For the purposes of this Agreement the access fee is based upon the non-commercial hangar rental fee.

(b) User's Access Fee: Based upon the forgoing rate outlined above, the access fee to be paid is \$1,190.00 per month.

(c) CPI Adjustments. Each year commencing with the payment due on August 1, 2020, the access fee shall be adjusted to reflect the percentage increase, if any, in the Consumer Price Index for All Urban Consumers (CPI-U) for the Riverside-San Bernardino-Ontario Standard Metropolitan Statistical Area ("Index") published by the Bureau of Labor Statistics of the United States Department of Labor for most recent 12-month published index, based upon the corresponding increase, if any, in the Index as it stands on May of that year over the Index as it stood on May of the prior year.

(d) Payment: The monthly access fee shall be paid in advance on or before the first day of each month to City at the Revenue Division of the Finance Department, 3900 Main Street, Riverside, CA, 92522.

(e) Penalty for Late Payment: A late fee equal to 10% of the monthly access fee shall be added to any monthly payment not received by the City by the tenth (10th) day of the month in which it is due. Any payment received after the tenth (10th) day of the month will be first credited to payment of the late fee. Said late fee shall be added for each month thereafter until said payment and late fee or fees are paid in full. Said late fee or fees shall be considered as part of the access fee due to City hereunder.

**5. CONSTRUCTION AND MAINTENANCE OF PRIVATE-USE INFRASTRUCTURE.**

It is understood and agreed that the User shall construct and maintain all private-use infrastructure, required and acceptable to the City, at User's sole cost and expense, including any private-use infrastructure presently existing at the commencement of this Agreement. Accordingly, User covenants and agrees as follows:

(a) Construction and Maintenance: To construct the private-use infrastructure on the User's or City's property as may be required. All construction on City's property must be approved by the City 90 days prior to the commencement of construction. User shall submit plans and specifications for such improvements to said Airport Manager and obtain approval therefore prior to commencement of construction. User shall construct such improvements in accordance with the approved plans and specifications. Approval by the Airport Manager shall not relieve User from the obligation of obtaining any other necessary permits or approval from other City departments or governmental agencies having jurisdiction. During the term of this Agreement, User shall also be solely responsible for all maintenance (lighting, utility costs, pavement maintenance, pavement markings, etc.) of the private-use infrastructure and shall at all times maintain it in good repair, which includes the maintenance of the City-owned portion of the ramp leading from the hangar.

(b) Construction and Maintenance Costs: Notwithstanding anything herein contained to the contrary, User expressly agrees to pay any and all costs associated with private-use infrastructure (taxiway, fence, signs, taxiway lights, electrical power, gates, security controls, etc.). These costs are in addition to the access fees described above.

(c) Mechanics' Liens. User agrees to keep City-owned Airport property, on which private-use infrastructure may be placed, free from any and all claims of persons or firms or corporations, who at the request of User or User's contractor furnish labor or materials to or for the benefit of the Property. User further agrees to indemnify and hold City harmless from any and all such claims.

City at any time may post and keep posted on the Airport property appropriate notices to protect City against the claims of any persons, firms or corporations for work done, labor performed or materials furnished to the Property. Before commencing any work relating to alterations or improvements affecting the Property, User shall notify City in writing of the expected date of the commencement of such work so that City can post and record the appropriate notices of non-responsibility to protect City from any mechanics' liens, materialmen's liens, or any other liens.

(d) Bonds. Prior to the commencement of any construction of private-use infrastructure on the City-owned Airport property, when it is estimated that the cost of construction of such improvement shall be Twenty-Five Thousand Dollars (\$25,000) or more, User shall post a payment bond with City in an amount equal to the proposed cost of construction. All such bonds must be issued by a company qualified to do business in the State of California and acceptable to the City Attorney. Such bonds shall be in a form acceptable to the City Attorney.

(e) Ownership of Improvements. Any improvements installed upon the Airport property by User as herein above provided shall become the absolute property of City and title shall automatically vest in City without payment therefor by City upon the expiration of this Agreement or upon the earlier termination of this Agreement as hereinafter provided.

Notwithstanding anything to the contrary herein above, City reserves the right to require User to remove any or all of the said improvements and restore the Airport property to its condition at the commencement of this Agreement.

**6. AGREEMENT SUBORDINATE TO GRANT ASSURANCES, AGREEMENTS WITH UNITED STATES, AND FEDERAL OBLIGATIONS.** This Agreement shall be nonexclusive and shall at all times be subordinate to the provisions of any existing or future agreements between the City and the United States Government, or to any order issued by the United States Government, or to any grant assurances of the Airport, or to any of the Airport's or the City's Federal obligations. The User agrees to abide by the Airport Rules and Regulations in effect as of the date of this agreement and as may be amended from time to time.

Should any provision of this Agreement be found to violate any provision of an agreement between the City and the United States Government, including grant assurances and other federal obligations, the City shall have the unilateral right to amend or terminate this Agreement to remain in compliance with such agreement with the United States Government.

**7. ASSIGNMENT PROHIBITED.** User is absolutely prohibited from transferring or assigning User's interest in this Agreement.

**8. INDEMNIFICATION.** Except for City's sole negligence or willful misconduct, User shall fully defend, indemnify and hold the City, its officers and employees, harmless from any and all loss, damage, claim for damage, liability, fine, penalty, expense or cost, including attorney's fees, which arises out of or is in any way connected with the performance of User's responsibilities under this Agreement by User, User's use of the Property and Airport, operation of User's business, or any of User's employees, agents, contractors, subcontractors or consultants and from all claims by User's employees, agents, contractors, subcontractors or consultants for compensation for services rendered to User in connection with this Agreement, notwithstanding that City may have indirectly benefitted from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of User or any of User's employees, agents, contractors, subcontractors or consultants.

The parties expressly agree that any payment, attorney's fees, cost or expense the City incurs or makes to or on behalf of an injured employee under its self-administered workers' compensation program is included as a loss, expense or cost for the purposes of this section, and that this section shall survive the expiration or early termination of this Agreement.

**9. INSURANCE.** User shall obtain and keep in full force and effect during the entire term of this Agreement, commercial general liability and property damage insurance (including but not limited to premises operations liability, products-completed operations liability, independent

contractor's liability, personal injury liability and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in an amount not less than \$2,000,000; automobile liability coverage covering both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. Further, User shall obtain and keep in full force and effect during the entire term of this Agreement Hangar Keeper's Liability insurance in an amount not less than \$1,000,000 per occurrence. User agrees to deposit with City prior to execution of this Agreement by City, certificates of insurance evidencing the required insurance with coverage at least equal to the above types and amounts as a minimum, and further agrees to file certificates with City during the entire term of this Agreement showing that continued coverage is being maintained.

To be acceptable, the insurance coverage must meet the following requirements:

- (a) Such policy must provide that the policy shall not be canceled or materially changed unless thirty (30) days' prior written notice thereof by certified or registered mail has been given to City.
- (b) Such policy must provide that City shall be named as additional insured as respects all operations of the insured, which insurance shall be primary insurance and not contributing with any other insurance available to the City under any other third party liability policy or any self- insurance retention.
- (c) Such policy shall contain either a provision for a broad form of contractual liability including leases, or an endorsement providing for such coverage. City shall have the right at any time during the term of this Agreement to review the type, form, and coverage limits of the insurance enumerated herein. If, in the opinion of City reasonably obtained, the insurance provisions in this Agreement are not sufficient to provide adequate protection for City and the members of the public using Riverside Municipal Airport, City may require User to maintain insurance sufficient to provide such adequate protection.
- (d) Each policy must be placed with a company authorized to do business in the State of California, having a policy holder rating of A or higher and a Financial Class of at least VII or higher.

City shall notify User in writing of any change in the insurance provisions necessary to provide adequate protection. If User does not deposit acceptable copies of valid insurance policies acceptable in form and content to City, incorporating such changes, within sixty (60) days of receipt of such notice, this User shall be in default without further notice to User and City shall be entitled to all legal remedies provided herein, including termination of this Agreement.

The procuring of such policy of insurance shall not be construed to be a limitation upon User's liability nor as a full performance of its part of the indemnification provisions of this Agreement. User's obligation being, notwithstanding said policy or policies of insurance, the full and total amount of any damage, injury or loss caused by the negligence or neglect connected with the operation under this Agreement.

User shall provide a valid certificate of insurance and additional insured endorsement prior to occupying the leased property under this Agreement. No certificate of insurance and additional insured endorsement shall be acceptable unless first approved by the City's Risk Manager.

**10. WORKERS' COMPENSATION.** User shall obtain and maintain in full force and effect during the term of this Agreement workers' compensation insurance coverage in accordance with the provisions and requirements of the Labor Code of the State of California and any other applicable law. A certificate of insurance evidencing such coverage shall be filed with the City Clerk of City, which certificate shall provide that City will be given at least thirty (30) day notice prior to cancellation.

**11. RELEASE.** City shall not be responsible for theft, loss, injury, damage or destruction of any aircraft or other property on the Property or on User's property, or accident or injury to User, its officers, employees, agents or invitees. User hereby releases and discharges City from any and all claims and demands of User for loss or of damage to User's property or injury to User or User's officers, employees, agents and invitees.

**12. TERMINATION.**

(a) In addition to the other methods of terminating this Agreement, as provided herein, this Agreement may be terminated at any time upon thirty (30) days' notice in writing to User.

(b) Notwithstanding the foregoing, the City may terminate this Agreement upon five (5) calendar day's written notice if:

- (i) User discontinues its occupation of the Property;
- (ii) User discontinues its use of the Property as described herein;
- (iii) User disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
- (iv) User is otherwise guilty of a breach of a provision of this Agreement;
- (v) User becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations;
- (vi) A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

(c) Upon termination of this Agreement, the Airport property shall remain in its improved condition, including but not limited to all improvements, landscaping (personal property not applicable) existing on the Airport property at the time of termination, unless the City submits a written request to User that some or all of the improvements be removed, in which case User is given thirty (30) days to complete said removal of the improvements as identified by City. Should the City accept the Airport property with all improvements thereon, and then such improvements shall become the property of the City.

(d) No termination hereunder shall release the User from any liability or obligation, which may have attached or accrued prior to or which may accrue as of the time of termination of this Agreement.

13. **TERMINATION BY USER.** If any law or ordinance should come into effect during the term of this Agreement, the terms of which so restrict the use to which the Property can be put so that the User is unable to use the Property in the manner contemplated herein or access the Airport as contemplated herein, then User may, upon thirty (30) days' written notice to City, terminate this Agreement.

14. **WAIVER OF DEFAULT.** Acceptance by either party of performance following a default will not be deemed a waiver of such default. No waiver of a default will constitute a waiver of any other default.

15. **VENUE.** Any action at law or in equity brought by either party hereto for the purpose of enforcing a right provided for by this Agreement shall be tried in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

16. **PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement 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.

17. **MARGINAL CAPTIONS.** The various headings and numbers herein and the groupings of the provisions of this Agreement into separate sections and paragraphs are for the purpose of convenience only, and shall not be considered a part hereof.

18. **COMMUNICATIONS.** Except for the payment of fees as herein above provided, all notices, requests, consents, approvals or other communications between the parties in connection with this Agreement shall be in writing and personally delivered or mailed to the recipient party by certified mail at its last known address as follows:

**City**

Airport Manager  
Riverside Municipal Airport  
6951 Flight Road  
Riverside, CA 92504

**User**

California Baptist University  
Attn: Chair, Department of Aviation  
Services  
6865 Airport Drive  
Riverside, CA 92509

The parties may, from time to time, change their respective addresses for the purpose of this paragraph by sending notice of such change to the other as provided herein.



Any notice given pursuant to this paragraph shall be deemed served when personally served or when placed in the U. S. mails with postage prepaid and addressed to the recipient at the recipient's latest known address.

**19. UNLAWFUL USE.** User agrees no improvements shall be erected, placed upon, operated nor maintained on the Property, nor shall business be conducted or carried on thereon in violation of the terms of this Agreement, or any regulation, order, law, statute, bylaw or ordinance of any governmental agency having jurisdiction there over.

**20. AIRPORT RULES AND REGULATIONS.** User and the employees and invitees of User shall obey all rules and regulations and ordinances of City or other competent authority relating to operations at the Riverside Municipal Airport including the rules or procedures prescribed by a competent United States Government authority having applicable jurisdiction.

**21. NONDISCRIMINATION, COMPLIANCE WITH TITLE 49.** User, on User's own behalf and on the behalf of User's personal representatives, successors in interest and assigns, as a part of the consideration hereof does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Department of Transportation (hereinafter referred to as ("DOT")) program or activity is extended or for another purpose involving the provision of similar services or benefits, Agreement shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

User, on User's own behalf and on behalf of the personal representatives, successors in interest and assigns of User, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(a) no person on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition Acquired Immune Deficiency Syndrome or any condition related thereto, marital status, sex or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

(b) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition Acquired Immune Deficiency Syndrome or any condition related thereto, marital status, sex or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and

(c) that User shall use the Property and Airport property in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in

Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

User acknowledges and agrees that in the event of breach of any of the nondiscrimination covenants set forth in this paragraph, City shall have the right to terminate this Agreement. The provision of this paragraph does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

**22. ACCOMMODATIONS AND SERVICES.** User shall furnish User's accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and User shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; Provided, that User may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

Noncompliance with this paragraph shall constitute a material breach thereof and in the event of such noncompliance City shall have the right to terminate this Agreement and the estate hereby created without liability therefor or at the election of City or the United States either or both said governments shall have the right to judicially enforce said provisions.

**23. INSERTION.** User agrees that User shall insert the above Paragraphs 21 and 22 in any license, lease, agreement, or contract by which said User grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Property and Airport property herein leased.

**24. AFFIRMATIVE ACTION.** User assures that User will undertake an affirmative action program as may be required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition Acquired Immune Deficiency Syndrome or any condition related thereto, marital status, sex or sexual orientation be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. User assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. User assures that User will require that User's covered sub-organizations provide assurances to User that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as may be required by 14 CFR Part 152, Subpart E, to the same effect.

**25. DEVELOPMENT OF LANDING AREA.** City reserves the right to further develop or improve the landing area of the Riverside Municipal Airport as said City sees fit, regardless of the desires or view of User and without interference or hindrance.

**26. MAINTENANCE OF LANDING AREA.** City reserves the right to maintain and keep in repair the landing area of the Riverside Municipal Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of User in this regard.

**28. RIGHT OF FLIGHT.** There is hereby reserved to City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above

the surface of the Property and Airport property. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Riverside Municipal Airport.

**29. USE TO CONFORM WITH FAA REGULATIONS.** User agrees that User's use of the Property and Airport property, including all construction thereon, shall conform to applicable regulations issued by the Federal Aviation Administration (FAA), Department of Transportation, or other applicable federal agency.

User agrees to comply with the notification and review requirements covered in Part 77 of Title 14, Code of Federal Regulations (as same may be amended from time to time, or such other regulations replacing Part 77 as may be adopted by Federal authority) prior to the construction of any improvements, future structure or building upon the Property or Airport property, or in the event of any planned modification or alteration of any present or future building or structure situated on the Property or Airport property.

**30. HEIGHT RESTRICTIONS.** User by accepting this Agreement expressly agrees for and on behalf of User and on behalf of User's successors and assigns that User will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Property or Airport property above the limitations specified in Part 77 of the Federal Aviation Regulations. In the event the aforesaid covenants are breached, City reserves the right to enter upon the land leased hereunder and to remove the offending structure or object and cut the offending trees, all of which shall be at the expense of User.

**31. NONINTERFERENCE WITH LANDING AND DEPARTURE OF AIRCRAFT.** User by accepting this Agreement expressly agrees on User's own behalf and on the behalf of User's successors and assigns that User will not make use of the Property or Airport property in any manner which might interfere with the landing and taking off of aircraft from the Riverside Municipal Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, City reserves the right to enter upon the Property or Airport property and cause the abatement of such interference at the expense of the User.

**32. NO EXCLUSIVE RIGHT GRANTED.** It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Title 49 U.S.C. subtitle VII, Aviation Programs.

**33. AGREEMENT SUBJECT TO U. S. GOVERNMENT ACQUISITION, CONTROL.** This Agreement and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Riverside Municipal Airport or the exclusive or nonexclusive use of the Airport by the United States during time of war or national emergency.

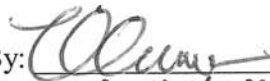
[signatures on following page]

IN WITNESS WHEREOF the parties hereto have caused this Lease to be executed the day and year first above written.

CITY OF RIVERSIDE, a  
California charter city and municipal  
corporation

CALIFORNIA BAPTIST UNIVERSITY, a  
California non-profit religious corporation

By: \_\_\_\_\_  
City Manager


By:   
Name: Mark Howe  
Title: VP for Finance + Administration

ATTEST

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Name:  
Title:

APPROVED AS TO FORM:

By:   
Deputy City Attorney  
Ruthann M. Salera

**Exhibit A**

**Description of Property**

EXHIBIT A – PROPERTY DESCRIPTION

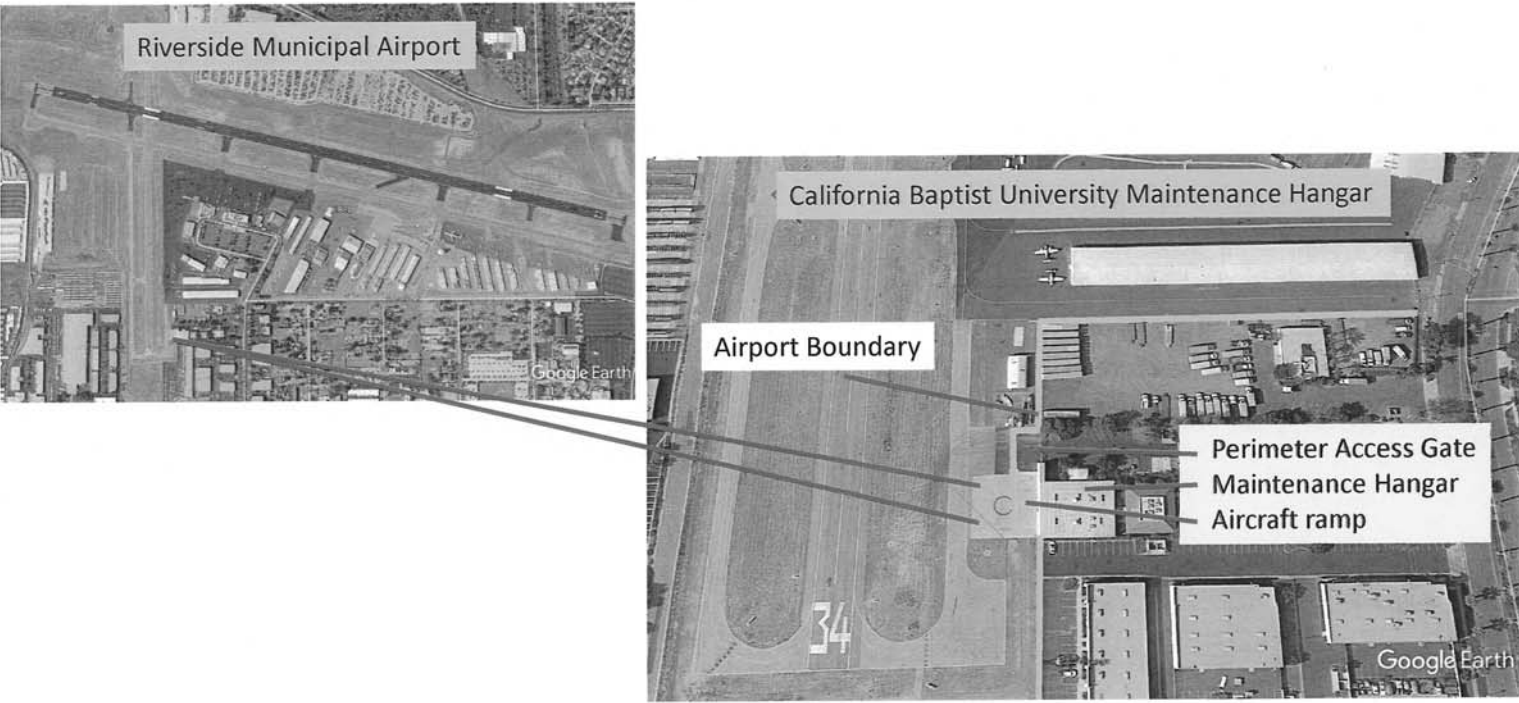
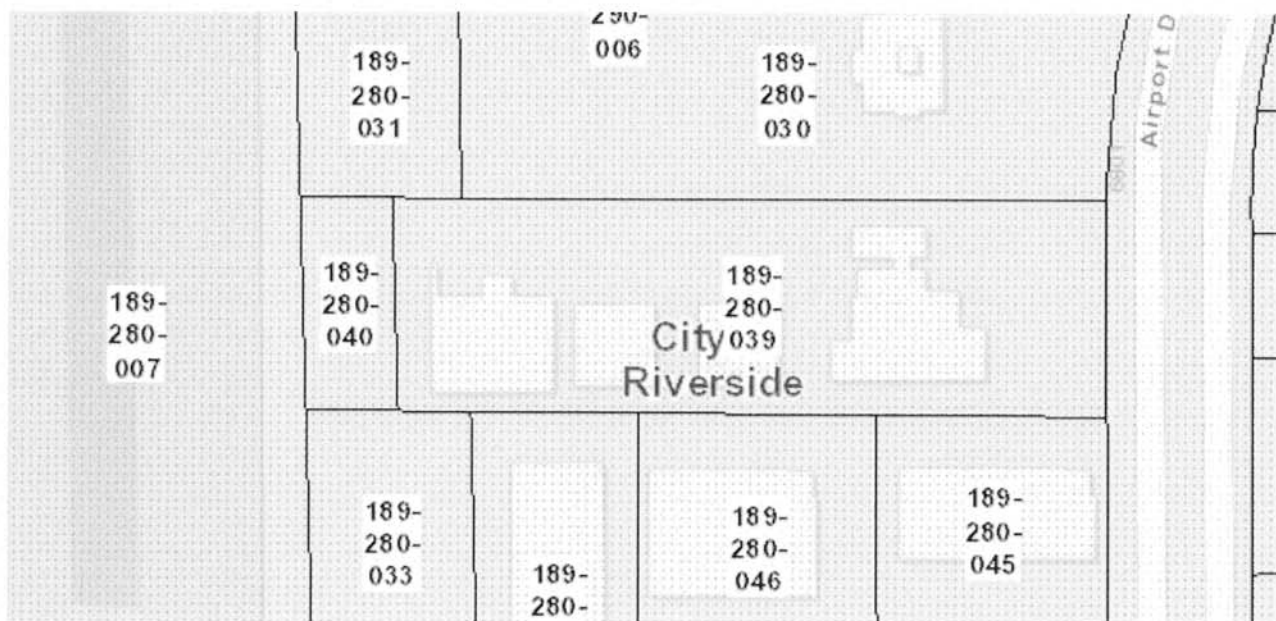


EXHIBIT A  
CBU MAINTENANCE HANGAR APN 189-280-039



## **Exhibit B**

### **Access Security Procedures**



**GROUND VEHICLE OPERATIONS & TAXIING OR TOWING AN AIRCRAFT  
FAMILIARIZATION PROGRAM****TRAINING RECORD**

Employee's Name: \_\_\_\_\_

Employee's Position: \_\_\_\_\_

Company Name: \_\_\_\_\_

Driver's License State and Number: \_\_\_\_\_

Driver's License Expiration Date: \_\_\_\_\_

I agree to abide by all rules and regulations prescribed for the operations of a vehicle within the airport operations area.

Vehicle Operator: As of this time, I certify that I hold a current and valid driver's license. If for any reason my license becomes invalid, I will notify the (AIRPORT OPERATOR) immediately.

Anyone Taxiing or Towing an Aircraft: I certify that I hold a current and valid FAA A&P certificate, are authorized by the CBU Director of Maintenance to taxi or tow aircraft and trained by CBU maintenance to start, run, and taxi or tow. Further, the operator will ensure that during an aircraft towing operation, a trained person or pilot will attend the aircraft controls during the operation. If for any reason my company authorization becomes invalid, I will notify the (AIRPORT OPERATOR) immediately.

Sign your name and indicate today's date below:

\_\_\_\_\_  
(Name) (Date)

**California Baptist University**  
**Aviation Science**  
**Security Access Rules for the CBU Perimeter Gate**

**Vehicle and Personal Access of CBU Perimeter Gate**

Access code will be on a need to know basis and approved to California Baptist University (CBU) faculty only. Access code will allow entry through the power operated perimeter gate located in the CBU flight operation center's footprint. The manually operated perimeter gate is by key access only and the key will be signed out on a need to access basis. The gate code will be changed every 180 days at a minimum or when deemed that the code has been compromised. The key will be secured at the CBU flight operations center within a secured cabinet and will only be issued to approved CBU faculty.

**Approved Access for CBU Perimeter Gate**

Only CBU Staff Members will have access to the perimeter gate code on a need to know basis. The code shall not be disclosed to anyone other than approved CBU Staff by the head of the CBU Flight Department. Transferring of keys or codes shall not be permitted without prior authorization. Unauthorized individuals are prohibited to enter the flight line through the CBU perimeter gate.

**Alerts**


Missing key must be reported immediately to the CBU flight operations center's front desk. Keys must be returned and signed in to the CBU flight operation center's dispatcher. The perimeter gate must close completely before proceeding into or departing the Riverside airport. Each individual is responsible for ensuring all gates (powered and manual) are closed securely at all times. Any individual who observes a gate being propped open by an object should immediately remove the object and notify CBU flight operation center's dispatcher.

**Prohibited**

Making Duplication of keys is prohibited. Altering of keys, locks or mechanics, or installation of padlocks on CBU spaces without prior approval is prohibited. Damaging, tampering, or vandalizing any CBU lock or hardware including keys is prohibited. Propping open the CBU Perimeter Gate (power or manual) is prohibited.

**Keys**

All CBU aircraft will be secured when not in use within the designated parking area. All keys for the aircraft will be placed in binders matching the aircraft and secured in the dispatch safe at the end of the flying day.



John Marselus, D.Min

Chair, CBU Department of Aviation Science