

**AMENDMENT 1
TO
JOINT USE AGREEMENT
BETWEEN
THE MARCH JOINT POWERS AUTHORITY
AND
THE UNITED STATES AIR FORCE**

This Agreement made and entered into this 21st day of February 2001, by and between the Secretary of the Air Force, for and on behalf of the United States of America ("Air Force"), and the March Joint Powers Authority ("March JPA").

RECITALS

A. The parties hereto entered into an agreement for joint use of the runway and certain associated flight facilities at March Air Reserve Base, California ("MARB"), dated May 7th, 1997, ("Joint Use Agreement"), in order to permit the operation of civil aircraft jointly with military aircraft;

B. The parties desire to amend the Joint Use Agreement to change certain conditions for civil aircraft operations and the type of civil aircraft operations authorized at MARB under the Agreement;

AGREEMENT

NOW, THEREFORE, the parties do hereby mutually agree as follows:

1. The Joint Use Agreement is hereby modified in the following particulars, but no other:

a. The text of the third "WHEREAS" clause is deleted and the following inserted in its place:

"WHEREAS, the March JPA desires to use the Flying Facilities at MARB for fixed wing civil aircraft operations which are to operate jointly with military aircraft; and"

b. The text of paragraph 1a is deleted and the following inserted in its place:

- "a. The Air Force hereby authorizes the March JPA to permit civil aircraft equipped with two-way radios capable of communicating with the MARB Control Tower to use the Flying Facilities at MARB, subject to the terms and conditions set forth in this Agreement, those Federal Aviation Regulations (FARs) applicable to civil aircraft operations, and local operating procedures. For purposes of this Agreement, the jointly used flying facilities are the runways, taxiways, lighting systems, navigational aids, markings, and appurtenances located on MARB and open to public use as depicted on Exhibit A ("Jointly Used Flying Facilities")."
- c. The text of paragraph 1d is deleted and the following inserted in its place:
- "d. To avoid conflict with scheduled military operations, a schedule of civil aircraft operations or a flight plan should be provided to MARB Base Operations."
- d. The text of paragraph 1g is deleted and the following inserted in its place:
- "g. Civil and military aircraft operating in support of official government business may be given priority handling over civil aircraft operating pursuant to this Agreement."
- e. The text of paragraph 1i is deleted and the following inserted in its place:
- "i. General aviation (aircraft not operated for compensation or hire) operations under this Agreement are authorized as follows:
- (1)(a) **Operations associated with March Field Museum activities:** March Field Museum activities will include the movement of museum display aircraft, public air shows, and other flight operations that directly support the museum. Flights solely to transport passengers to tour the museum are prohibited. All plans for public air shows require the prior written approval of the Commander, 452 AMW, or a designated representative.
- (b) **Corporate/business aircraft owned/operated by March JPA's customers and/or by tenants/subtenants operating solely for purposes of business transportation.** The terms business aircraft and corporate aircraft are used interchangeably because they both refer to an aircraft used to support a business enterprise. Corporate/business aircraft is defined as "any use of an aircraft (not for compensation or hire) by a corporation, company, or other organization for the purpose of transporting its employees and/or property solely as a means of transportation required in the conduct of commerce."

(c) **Aircraft owned/operated by aircraft manufacturers**
operating for purposes of flight checks/certification when such
use is limited to use of the runway for landing and taking off.

(2) All general aviation flights must be coordinated with the MARB
Airfield Manager."

f. The text of paragraph 11 is deleted and the following inserted in its place:

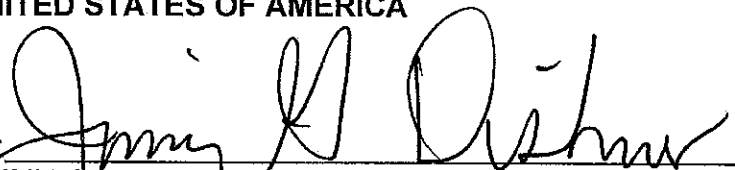
"1. No civil aircraft may use the Jointly Used Flying Facilities for
student pilot training, touch and gos, recreational flying, or flight
testing, other than normal departures/arrivals, within airspace
controlled by MARB."

2. All other terms and conditions of the Joint Use Agreement shall be and remain
the same.

3. This Amendment shall be effective immediately.

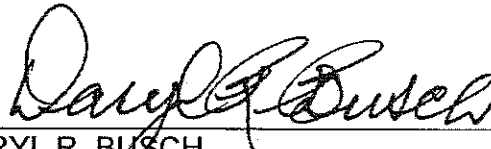
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of
the date first above written.

UNITED STATES OF AMERICA

By: 

JIMMY G. DISHNER
Deputy Assistant Secretary of the Air Force
(Installations)

MARCH JOINT POWERS AUTHORITY

By: 

DARYL R. BUSCH
Chair, March Joint Powers Commission