

**AMENDMENT 2  
TO  
JOINT USE AGREEMENT**

**BETWEEN**

**THE MARCH JOINT POWERS AUTHORITY**

**AND**

**THE UNITED STATES AIR FORCE**

This Agreement made and entered into on the 20 day of <sup>June</sup> ~~May~~ 2008, by and between the United States Air Force, for and 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 the joint use of the runway and certain associated flight facilities at March Air Reserve Base, California ("MARB"), dated May 7<sup>th</sup>, 1997, ("Joint Use Agreement"), and an Amendment 1 to that Joint Use Agreement, dated February 21<sup>st</sup>, 2001.

B. The parties desire to amend the Joint Use Agreement and the Amendment 1 thereto 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           1. The Joint Use Agreement and Amendment 1 to that agreement are hereby  
2 modified in the following particulars, but no other:

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

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

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

9                           "a. The Air Force hereby authorizes the March JPA to permit civil aircraft  
10                          equipped with two-way radios capable of communicating with the MARB  
11                          Control Tower to use the Flying Facilities at MARB, subject to the terms and  
12                          conditions set forth in this Agreement and those Federal Aviation  
13                          Regulations (FARs) applicable to civil aircraft operations. For purposes of  
14                          this Agreement, the jointly used flying facilities are the runways, taxiways,  
15                          lighting systems, navigational aids, markings, and appurtenances located on  
16                          MARB and open to public use as depicted on Exhibit A ("Jointly Used Flying  
17                          Facilities")."

18           c. Paragraph 1d is deleted.

19           d. Paragraphs 1e and 1f are re-numbered 1d and 1e.

20           e. Paragraph 1g is deleted.

21           f. Paragraph 1h is re-numbered 1f. The text of the paragraph is deleted and  
22 the following inserted in its place:

1 "f. The distance between the hot cargo pad and runway 30/12 does not  
2 meet separation requirements; therefore, civil aircraft use of this runway will  
3 be suspended when the hot cargo pad on MARB is in use. The MARB  
4 Airfield Manager will provide the March JPA with advance notice of  
5 operations scheduled for the hot cargo pad."

6 g. Paragraph 1i is deleted.

7 h. Paragraph 1j is re-numbered 1g. The text of the paragraph is deleted and  
8 the following is inserted in its place:

9 "g. All ground and air movements of civil aircraft using the Jointly Used  
10 Flying Facilities under this Agreement, and movement of all vehicles  
11 operating on the airfield in areas other than the March JPA ramp, will be  
12 controlled by the MARB Control Tower. Military operations at March ARB  
13 shall be afforded priority over all other aircraft except emergencies."

14 i. Paragraph 1k is re-numbered 1h.

15 j. Paragraph 1l is re-numbered 1i. The text of the paragraph is deleted and the  
16 following is inserted in its place:

17 "i. No civil aircraft may use the Jointly Used Flying Facilities for student  
18 pilot training."

19 k. The text of paragraph 2f is deleted and the following is inserted in its place:

20 "f. To ensure compliance with distance and height standards for structures  
21 adjacent to the runway, coordination with the MARB Base Civil Engineer  
22 and MARB Airfield Manager is required for planning and construction of  
23 new structures or exterior alteration of existing structures located on MARB

1 that the March JPA may lease from the Air Force or on the March JPA  
2 leased or owned properties.”

3 l. Paragraph 5b is deleted.

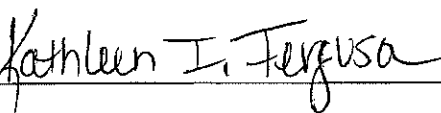
4 m. Paragraph 5c is re-numbered 5b.

5 2. All applicable terms and conditions of the Joint Use Agreement and Amendment 1 to  
6 that Agreement are included in this Amendment 2 and remain in effect.

7 3. This Amendment shall be effective immediately.

8  
9 **IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the  
10 date first above written.

11  
12 **UNITED STATES OF AMERICA**

13  
14 By:  \_\_\_\_\_

15 KATHLEEN I. FERGUSON, P.E.  
16 Deputy Assistant Secretary of the Air Force  
17 (Installations)  
18

19  
20 **MARCH JOINT POWERS AUTHORITY**

21  
22 By:  \_\_\_\_\_

23 FRANK SCHIAVONE  
24 Chairman, March Joint Powers Commission  
25