

**COUNTY OF SAN DIEGO
FUEL FACILITIES MANAGEMENT LEASE
(MCCLELLAN-PALOMAR AIRPORT - TRUE NORTH RAMP)**

LEASE NUMBER: _____

COMMENCEMENT DATE: January 1, 2016

TERMINATION DATE: December 31, 2020

Unless earlier terminated per Lease

1. LESSOR. County of San Diego, a Political
Subdivision of the State of California

2. LESSEE. _____

Contact(s): _____

Telephone: _____

Facsimile: _____

Email: _____

3. DEFINITIONS. As used in this Lease, the following terms shall have the meanings attached to them in this Section unless otherwise apparent from their context:

- a. "Airport" means McClellan-Palomar Airport, Carlsbad, CA.
- b. "FAA" means the Federal Aviation Administration.
- c. "Board" means the Board of Supervisors of the County of San Diego.
- d. "Director of Airports" means the Director of Airports, Department of Public Works, County of San Diego, or upon written notice to Lessee, such other person as shall be designated from time-to-time by the Board.
- e. "Airport Manager" means the Airport Manager for McClellan-Palomar Airport, Department of Public Works, County of San Diego, or upon written notice to Lessee, such other person as shall be designated from time-to-time by the Director of Airports.

4. PREMISES. The Lease Premises (the "Premises") shall include the nonexclusive use of the fuel facilities located on the True North Ramp at McClellan-Palomar Airport, as depicted on Exhibit "A" attached hereto and by this reference incorporated herein.

5. USE. This Fuel Facilities Management Lease (hereinafter called "Lease") entered into by _____ (hereinafter called "Lessee"), and the County of San Diego (hereinafter called "County"), grants Lessee the right to operate and manage the permanent fuel facilities located on the True North Ramp at McClellan-Palomar Airport (hereinafter called the "Fuel Facilities"), subject to the covenants and conditions within this Lease.

6. FACILITIES TESTING REPORTS. Lessee shall be responsible for completing all required daily testing and other required periodic testing of the Fuel Facilities, maintaining all related records of testing, submitting necessary records to regulatory agencies, and ensuring that Lessee maintains all necessary certification and licensing of personnel as required to operate and manage said Fuel Facilities. Copies of all testing logs and corresponding paperwork shall be provided to County no less than every two (2) weeks delivered to the office of the Airport Manager at:

Airport Manager
McClellan-Palomar Airport
2192 Palomar Airport Road
Carlsbad, CA 92011

The first bi-weekly report shall be provided two weeks after the commencement date of the Lease, and every two weeks thereafter.

7. TERM. The term of this Lease shall be for a period of five years, commencing on January 1, 2016 ("Commencement Date"), and terminating on December 31, 2020 ("Termination Date"); provided, however, either party may terminate this Lease prior to the Termination Date, by giving the other party at least ninety (90) days' prior written notice of such termination. The maximum term under this agreement shall be ten (10) years. County may immediately terminate this agreement without the need for ninety (90) days' prior written notice: (i) when necessary or convenient for the enforcement of federal, state or local statute, regulation or grant assurance; (ii) in the event the Airport Manager, at his sole discretion, determines that the operations approved under this Lease are a safety concern; (iii) for violation of any of the terms contained herein by Lessee; or (iv) as otherwise permitted by this Lease.

Nothing in this Lease shall be construed to grant Lessee an easement by implication, prescription, or any other operation of law, or to extend the term of the Lease past its expiration as stated herein.

8. FEES. This lease has been awarded pursuant to Part VI, Section 2, of the Schedule of Rates and Charges and Use Control Policy for County of San Diego Airports, Ordinance No. 10331 and Govt. Code 25537; and, is subject to limitations placed on leases and renewals of leases by that authority. The total of the monthly fee and additional flowage fee shall in no event exceed \$10,000. If the total of the monthly fee and additional flowage fee exceeds \$10,000, the total

amount owed for the month shall be \$10,000. Subject to the limitations set forth above, in consideration of the privilege granted by this Lease, Lessee shall:

- A. Pay to the County of San Diego, in advance, a non-refundable monthly fee (Lease Fee) in the amount of \$_____; and,
- B. Pay to County monthly fuel flowage fees as specified in the Schedule of Rates and Charges and Use Control Policy for County of San Diego Airports (hereinafter called "Schedule"), which are currently four cents (\$0.04) per gallon for fuel and eight cents (\$0.08) per gallon for lubricant, during the term of this Lease. These fees are to be paid on all fuel supplied to or delivered at the Fuel Facilities. No fuel or lubricating oil shall be sold for non-aviation purposes without first obtaining the prior written approval of the Director of Airports. The County reserves the right to modify the Schedule from time to time. Current fuel flowage fees as specified in the Schedule are presently being evaluated and may be subject to change during the term of this Lease; and,
- C. In addition to the fuel flowage fees as specified in the Schedule, pay to County monthly fuel flowage fees of _____ Cents (\$0.____) per gallon for fuel sales.

9. FUEL REPORT. During the term of this Lease, Lessee shall submit a Fuel Report (Exhibit "B") or other pre-approved form to the County, by the twentieth (20th) day of each month for the previous month's activity. Said report shall list all fuel and lubricants sold at the Fuel Facilities during the month and the price per gallon of fuel sold. Lessee shall submit to County, at the address specified in Section 10 of this Lease, a Fuel Report whether or not Lessee has sold any fuel during the previous month.

10. REPORTS AND PAYMENTS. All fees except the monthly Lease fee set forth in Section 8. A above, and reports except the testing logs and corresponding paperwork as described in Section 6 above, shall be due and payable by the twentieth (20th) day of each month following the last day of the business month during which deliveries or sales were made. All payments shall be made payable to and mailed to the County of San Diego, with a copy of completed Fuel Delivery Report (See Exhibit "B") or other pre-approved form to:

County of San Diego
Airports Finance
1960 Joe Crosson Drive
El Cajon, CA 92020-1236

11. INSURANCE REQUIREMENTS FOR LESSEES. Without limiting Lessee's indemnification obligations to County, Lessee shall provide at its sole expense and maintain for the duration of this Lease, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Lessee, his agents, representatives, employees or subcontractors.

11.1 Minimum Scope of Insurance. Coverage shall be at least as broad as:

- A. Airport General Liability or Commercial General Liability covering operations on Airport property, Occurrence form, Insurance Services Office form CG0001.
- B. Pollution Legal Liability Insurance
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.

11.2 Minimum Limits of Insurance. Lessee shall maintain limits no less than:

- A. Aircraft or Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
- B. Pollution Legal Liability Insurance: \$2,000,000 per claim and Aggregate limit of no less than \$4,000,000..
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include a waiver of subrogation endorsement in favor of County of San Diego.

11.3 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by County Risk Management. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

11.4 Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

- A. Additional Insured Endorsement. Any general liability policy provided by

Lessee shall contain an additional insured endorsement applying coverage to the County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively.

- B. Primary Insurance Endorsement. For any claims related to this Lease, the Lessee's insurance coverage shall be primary insurance as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
- C. Notice of Cancellation. Notice of Cancellation shall be in accordance with policy provisions.
- D. Severability of Interest Clause. Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

GENERAL PROVISIONS

11.5 Qualifying Insurers. All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A-, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

11.6 Evidence of Insurance. Prior to commencement of this Lease, but in no event later than the effective date of the Lease, Lessee shall furnish the County with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Renewal certificates and amendatory endorsements shall be furnished to County within thirty days of the expiration of the term of any required policy. Lessee shall permit County at all reasonable times to inspect any required policies of insurance.

11.7 Failure to Obtain or Maintain Insurance; County's Remedies. Lessee's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements, or failure to make premium payments required by such insurance, shall constitute a material breach of the Lease, and County may, at its option, terminate the Lease for any such default by Lessee.

11.8 No Limitation of Obligations. The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Lessee, and any

approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Lessee pursuant to the Lease, including, but not limited to, the provisions concerning indemnification.

11.9 Review of Coverage. County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Lessee to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

11.10 Self-Insurance. Lessee may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Lease under a plan of self-insurance. Lessee shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Lessee's (i) net worth, and (ii) reserves for payment of claims of liability against Lessee, are sufficient to adequately compensate for the lack of other insurance coverage required by this Lease. Lessee's utilization of self-insurance shall not in any way limit liabilities assumed by Lessee under the Lease.

11.11 Claims Made Coverage. If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Lessee's commencement of work under the Lease (including subsequent policies purchased as renewals or replacements).
- B. Lessee will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract, including the requirement of adding all additional insured's.
- C. If insurance is terminated for any reason, Lessee shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Lease.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

11.12 Subcontractors' Insurance. Lessee shall require that any and all Subcontractors hired by Lessee are insured in accordance with this Lease. If any Subcontractors coverage does not comply with the foregoing provisions, Lessee shall defend and indemnify the County from any damage, loss, cost or expense, including attorney fees, incurred by County as a result of Subcontractors failure to maintain required coverage.

11.13 Waiver of Subrogation. Lessee and County release each other, and their respective authorized representatives, from any Claims (as defined in the Article entitled "Indemnity" of the Lease), but only to the extent that the proceeds received from any policy of insurance carried by County or Lessee, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of insurance provided by Lessee hereunder shall be a standard waiver of rights of Subrogation against County by the insurance company issuing said policy or policies.

12. INDEMNIFICATION. County shall not be liable for, and Lessee shall defend and indemnify County, the Board of Supervisors of the County and its directors, officers, agents, employees and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the operations covered by this Agreement or with occupancy and use of the Premises or adjacent County airport property by Lessee arising either directly or indirectly from any act, error, omission or negligence of Lessee or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the sole passive negligence or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Lessee shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole active negligence or willful misconduct of County Parties.

13. COMPLIANCE WITH LAW. Lessee, at its sole cost and expense, shall comply with observe, and secure compliance with and observation of, all the requirements of the County of San Diego Airport Rules and Regulations, Federal Aviation Administration Rules and Regulations, San Diego County Code, and all applicable Municipal, County, State, and Federal laws, ordinances, codes, statutes, and regulations now in force or which may hereafter be in force or hereafter prescribed or promulgated by resolution or ordinance or by state or federal law pertaining to the operations conducted by Lessee regarding the sale of fuel and lubricants. Lessee shall be responsible for all fees and taxes associated with the day-to-day operation, permitting and management of the Fuel Facilities and the sale of fuel and lubricants.

14. HAZARDOUS SUBSTANCES. If any hazardous substance, including, but not limited to, gasoline, diesel, aviation fuels, lubricating oils, solvents, chemicals, and hazardous substances designated in Labor Code Section 6382 and Health & Safety Code Section 25316, spills, leaks or is discharged from any facility on the premises or from the Lessee's fuel trucks, Lessee shall immediately take all necessary actions to prevent further spills, leaks or discharges and shall immediately clean up and promptly dispose of the spilled hazardous substance and any soil contaminated by the spill. If

Lessee fails to clean up the spill or to properly dispose of any contaminated soil, County may, after written notice to Lessee, take all steps which County deems necessary to make the necessary repairs, to clean up the spill, and to dispose of any contaminated soil. Lessee shall, within thirty (30) days of receiving a bill from County, reimburse County for the cost of all such repairs and clean-up work that County does or has had done.

Lessee shall be solely responsible for fully complying with all present or future rules, regulations, restrictions, ordinances, statutes, laws and orders of any governmental entity regarding the storage, distribution, processing, handling or disposal of hazardous substances including, but not limited to, gasoline, diesel, aviation fuels, lubricating oils, solvents, chemicals, and hazardous substances designated in Labor Code Section 6382 and Health & Safety Code Section 25316.

Lessee shall be solely responsible for paying all fines, damages and penalties imposed by any governmental agency regarding the production, storage, distribution, processing, handling, disposing, spilling, leaking or discharging of any hazardous substance as defined above.

15. STORMWATER AND NON-STORMWATER DISCHARGES. The County's airport property, which includes the Fuel Facilities (collectively "Airport" as used in this Section), is subject to federal, state and local laws regarding the discharge of pollutants into the stormwater conveyance system in stormwater and non-stormwater. The programs established by these laws regulate existing activities, the construction process, and impose design requirements on new development and redevelopment. The development related parts of the local stormwater program implement a region-wide model plan, the Standard Urban Stormwater Management Plan or "SUSMP". In addition to the SUSMP, County has developed a Stormwater Pollution Prevention Plan ("SWPPP") for the Airport that provides for the elimination of prohibited non-stormwater discharges and the prevention of stormwater pollution through the development, installation, implementation and maintenance of pollution prevention measures, source control measures, and Best Management Practices ("BMPs"). BMPs can include operational practices; water or pollutant management practices; physical site features; or devices to remove pollutants from stormwater, to affect the flow of stormwater or to infiltrate stormwater to the ground.

Lessee is required, and agrees, to use, operate, maintain, develop, redevelop and retrofit the Premises in accordance with all applicable federal, state and local laws restricting the discharge of non-stormwater at or from the Airport; and all such laws, regulations, or local guidance requiring pollution prevention measures, source control measures, or the installation or use of BMPs. Lessee further agrees to develop, install, implement and/or maintain, at Lessee's sole cost and expense, any BMPs or similar pollution control devices required by federal, state and/or local law and any implementing regulations or guidance. Lessee further agrees to conform to the specifications in the County of San Diego Watershed Protection, Stormwater Management, and Discharge Control Ordinance, Ordinance Nos. 9424 and 9426, as

currently enacted or subsequently amended to comply with any revised or replacement regional stormwater permits, (whether or not such County ordinances are legally applicable to Lessee at this Airport) and to the specifications in the SWPPP for the Airport as the same may be amended from time to time by the County Board of Supervisors or the Director of the County Department of Public Works ("DPW"), respectively.

Lessee understands and acknowledges that the stormwater and non-stormwater requirements applicable to the Airport and to Lessee may be changed from time to time by federal, state and/or local authorities, and that additional requirements may become applicable based on changes in Lessee's activities or development or redevelopment by Lessee or County. County may amend the SWPPP for the Airport in response to such changes, or to implement any County program for stormwater and non-stormwater management at the Airport. Lessee agrees to develop, install, implement, and maintain such additional BMPs and/or other pollution control practices at the Premises at Lessee's sole cost and expense. To the extent there is a conflict between any federal, state or local law, ordinance, regulation, policy, applicable SUSMP, or SWPPP for the Airport, Lessee shall be obligated to comply with the more restrictive provision. Lessee shall provide County with unrestricted access to the Premises and/or all pertinent records upon seven (7) days written notice for the purpose of monitoring the implementation and maintenance of required BMPs and/or other pollution control devices at the Premises. Failure to provide County with access or to implement, develop, install, and maintain any pollution control practices or BMPs required by this Section shall be grounds for immediate termination of this Agreement without the need for prior written notice.

16. SUBSTANCE ABUSE. Lessee and its employees and agents shall not use or knowingly allow the use of the Premises for: (1) the purpose of unlawfully driving a motor vehicle under the influence of an alcoholic beverage or any drug; or (2) the purpose of unlawfully selling, serving, using, storing, transporting, keeping, manufacturing or giving away alcoholic beverages or any controlled substance, precursor, or analog specified in Division 10 of the California Health and Safety Code. Violation of this prohibition shall be grounds for immediate termination of the Agreement without the need for notice of termination.

17. TAXES, ASSESSMENTS AND FEES. The terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this Lease, the private party may be subjected to payment of property taxes levied on such interest. Lessee shall be responsible for the payment of, and shall pay before they become delinquent, all taxes, assessments and fees assessed or levied upon Lessee or the area covered by this Lease or any interest therein, including, but not limited to, buildings, structures, fixtures, equipment or other property installed or constructed thereon. Lessee further agrees not to allow such taxes, assessments or fees to become delinquent, and as such to become a lien against the area covered by this Lease or any improvements thereto or any portion of the Airport. Nothing herein

contained shall be deemed to prevent or prohibit the Lessee from contesting the validity or amount of any such tax, assessment or fee in the manner authorized by law.

18. ADMINISTRATION. This Lease shall be administered on behalf of County by:

County of San Diego, Department of Public Works (DPW)
Director of Airports
1960 Joe Crosson Drive
El Cajon, CA 92020-1236
Telephone: (619) 956-4800

19. NOTICES. All notices required to be given by this Lease shall be given in writing by first class United States mail, certified delivery, postage pre-paid, in which case they shall be deemed delivered five (5) business days after deposit in the United States mail, or by personal delivery, in which case they shall be deemed delivered upon receipt, to the following addresses:

If to County: County Airports
Attn: Real Property
1960 Joe Crosson Drive
El Cajon, CA 92020-1236

If to Lessee: To Lessee's address as provided in Section 2 of this Lease.

The parties may from time to time change the address for notice by providing written notice to the other party in accordance with this Lease.

20. RECORDS, ACCOUNTS AND AUDITS. 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 and operations of all business activities, of whatever nature, conducted pursuant to the rights granted herein. Said records must be supported by source documents such as sales slips, cash register tapes, purchase invoices or other pertinent documents.

All Lessee's books or accounts and records shall be kept and made available at one location within the limits of the County of San Diego, within thirty (30) days of request by County. County shall have the right at any reasonable time to examine and perform audits of Lessee's records pertaining to its operation of the Fuel Facilities. The cost of said audits shall be borne by County; however, if the County's audit finds that the fuel and lubricant sales were under-reported by 5% or more, the Lessee shall pay the cost of the audit. Lessee shall provide to County at Lessee's expense, necessary data to enable County to fully comply with each and every requirement of the State of California or by the United States of America for information or reports relating to this Lease.

21. SPECIAL CONDITIONS

A. Subcontractors. Subcontractors and/or agents of Lessee shall comply with all of the terms, conditions, and covenants of this Lease and Lessee will provide a copy of this Lease to each of the Lessee's subcontractors and/or agents.

B. Facility Improvements. Supply and delivery of aviation fuel and lubricants shall not result in a need for additional infrastructure or expansion of existing facilities. All uses identified in this Lease are restricted to the continued use of existing infrastructure and facilities. Any improvements within County Airport property, for the purpose of fuel and lubricant delivery (e.g. storage tanks, paved foundation, etc.), would require an amendment to this Lease.

C. Egress/Ingress. In order to deliver fuel to customers at the Airport, the Lessee, its agents or subcontractors must enter the Airport through the nearest approved gate. The Director of Airports shall designate which entry gate shall be used and the route the delivery vehicle shall take from the entry gate to the storage facility.

D. Delivery to Storage Facilities. Lessee and its subcontractors shall only deliver aviation fuels to approved storage facilities.

E. Delivery to Intermediate Truck Transfers. Lessee and its subcontractors' deliveries to intermediate truck transfers or any other container are prohibited without prior written approval from the local Fire Marshall and the Director of Airports.

F. Defaults by Lessee and/or its Subcontractors. Failure of the Lessee or its subcontractors, suppliers, or agents to follow the covenants and conditions of this contract shall constitute a default by Lessee and a breach of this Lease. Should Lessee fail to cure any such defaults within the timeframe specified in the Notice of Default that the County will send to Lessee, the County has the right to terminate this Lease. The Notice of Default will be sent to the Lessee as specified in Section 19 (NOTICES).

G. Delivery Times. All fuel and lubricant deliveries to the Fuel Facilities shall be made during regular Airport business hours, which are Monday through Friday between 8 a.m. and 5:00 p.m. All deliveries made after normal business hours must be pre-approved in writing by the Airport Manager.

H. No Fuel Trucks to Cross Runway. For safety reasons no fuel trucks will be permitted to cross the runway.

I. Credit Card Processing. Lessee shall accept credit cards and the self-serve Fuel Facilities shall be set up to process payment to Lessee. Lessee shall be responsible for all fees and costs associated with programming the fuel pumps

and for all credit card or financial institution transaction costs to process fuel service payments, refunds or other transactions and shall direct all transactions to Operator's banking institution..

J. Compressed Air. Lessee shall have a canister of compressed air to allow aircraft operators to fill up tires as needed.

K. Required Testing of Fuel Facilities. Lessee shall be responsible for all required daily testing and other periodic testing of the Fuel Facilities and associated record keeping and reporting. Copies of such records shall be provided to Airport staff no less than every two (2) weeks as specified in Section 6 (FACILITIES TESTING REPORTS).

L. Fuel Spills. Lessee shall develop plans to prevent and address fuel spills, including training and containment materials. Spill kits must be kept on site.

22. NONDISCRIMINATION. Lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry and such other protected categories that may from time to time be added to Civil Code Section 51 or other laws prohibiting discrimination in the use, occupancy, tenure or enjoyment of the Airport, nor shall the Lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation in the use of the Airport.

23. SECURITY. Lessee shall be solely responsible for and shall provide for its own security. County shall not be responsible for the security of Lessee, or its property at the Airport. Lessee assumes all risk of loss resulting from vandalism, theft or other cause to Lessee's property from lack of security.

24. ENTIRE LEASE AGREEMENT. This Lease, together with all addenda, exhibits and riders attached hereto, constitutes the entire agreement between the Lessee and the County with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded, as of the Commencement Date of this Agreement.

25. GOVERNING LAW, JURISDICTION AND VENUE. This Lease shall be governed, construed and enforced in accordance with the laws of the State of California. Jurisdiction and venue over any disputes regarding this Lease shall rest in the San Diego County Superior Court located in downtown San Diego, California.

26. INTERPRETATION. The parties have each agreed to the use of the particular language of the provisions of this Lease, and any question of doubtful interpretation

shall not be resolved by any rule of interpretation providing for interpretation against the parties who cause an uncertainty to exist or against the draftsman.

27. JOINT AND SEVERAL LIABILITY. If more than one person or entity executes this Lease as Lessee, each of them is jointly and severally liable for all of the obligations of Lessee hereunder.

28. MODIFICATION. The provisions of this Lease may not be modified, except by a written instrument signed by both parties.

29. PARTIAL INVALIDITY. If any provision of this Lease is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

30. PAYMENTS. Except as may otherwise be expressly stated, each payment required to be made by Lessee shall be in addition to, and not in substitution, for other payments to be made by Lessee.

31. WAIVER. No provision of this Lease or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed. The waiver by County of any breach of any term, covenant or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant or condition of any subsequent breach thereof, or of any other term, covenant or condition contained in this Lease. County's subsequent acceptance of partial fees or performance by Lessee shall not be deemed to be an accord and satisfaction or a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease or of any right of County to a forfeiture of the Lease by reason of such breach, regardless of County's knowledge of such preceding breach at the time of County's acceptance. The failure on the part of County to require exact or full and complete compliance with any of the covenants, conditions or agreements of this Lease shall not be construed as in any manner changing or waiving the terms of this Lease or as estopping County from enforcing in full the provisions hereof. No custom or practice which may arise or grow up between the parties hereto, in the course of administering this Lease, shall be construed to waive, estop or in any way lessen the right of County to insist upon the full performance of, or compliance with, any term, covenant or condition hereof by Lessee, or construed to inhibit or prevent the rights of County to exercise its rights with respect to any default, dereliction or breach of this Lease by Lessee.

32. ASSIGNMENT, TRANSFER OR SALE. This Lease shall not be assigned, transferred, sold or loaned at any time.

33. LEASE SUBORDINATE TO CONDITIONS AND RESTRICTIONS. This Lease shall be subordinate to and subject to the terms, conditions, restrictions and other provisions of any existing or future permit, lease, grant, and/or agreement between County and the United States of America and/or any other local, state or federal

agency, relative to the control, operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the operation or control of the Airport, or to the expenditure of federal, State or other funds for the Airport. Lessee agrees to be bound by such terms, conditions, restrictions and provisions and, whenever the County may so demand, to execute, acknowledge or consent formally to such terms, conditions, restrictions or provisions.

34. ACCEPTANCE. Lessee accepts this Lease subject to all the terms and conditions hereinabove.

LESSEE: _____

BY: _____ DATE: _____

Print Name: _____

Print Title: _____

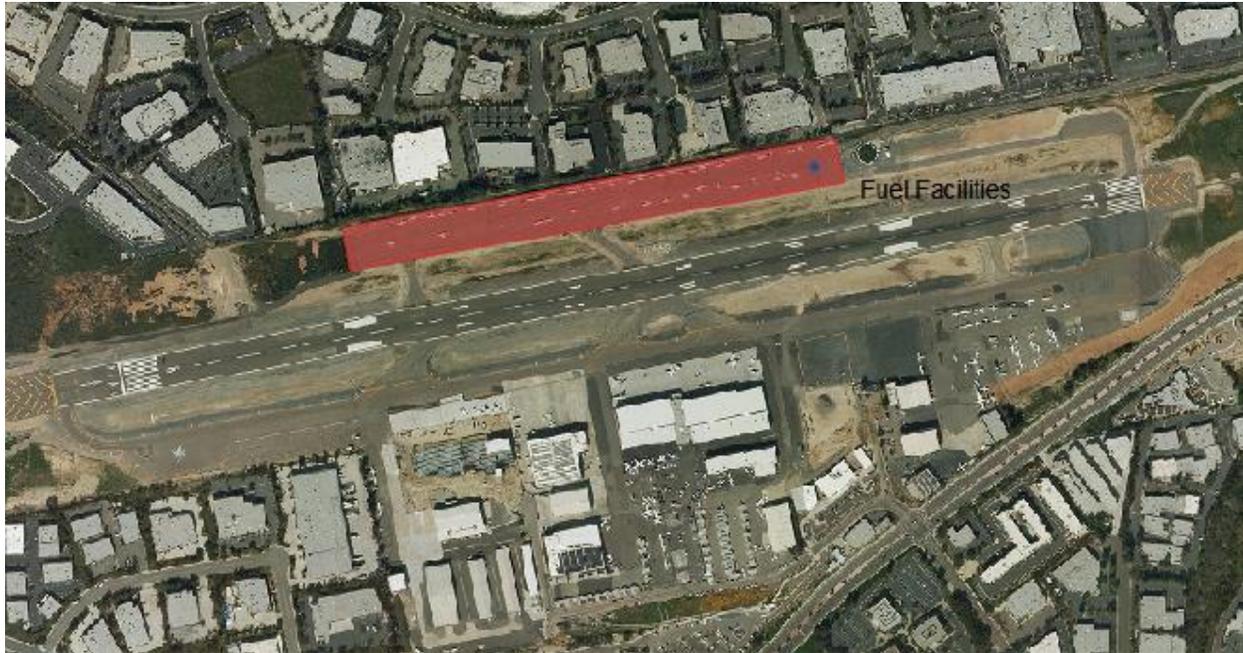
LESSOR: COUNTY OF SAN DIEGO, a political subdivision of the State of California

BY: _____ DATE: _____

PETER DRINKWATER, Director of Airports
Department of Public Works

CC: Airport Manager (N137); Assessor (O225)

SAMPLE LEASE EXHIBIT "A"
LOCATION OF FUEL FACILITIES



SAMPLE

SAMPLE LEASE EXHIBIT B
COUNTY OF SAN DIEGO
FUEL DELIVERY REPORT

AIRPORT: MCCLELLAN-PALOMAR LESSEE: _____ MONTH OF _____, 20__

FBO/SELF-SERVE	DATE DELIVERED/SOLD	GALLONS DELIVERED/SOLD				TOTAL GALLONS	FEES PER GALLON	FEES REMITTED
		80 OCT	100 OCT	JET	OTHER			

TOTAL DUE FOR FUEL: _____

FBO/SELF-SERVE	DATE DELIVERED/SOLD	LUBRICANTS DELIVERED/SOLD	TOTAL GALLONS	FEES PER GALLON	FEES REMITTED
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TOTAL DUE FOR LUBRICANTS: _____

SUBMITTED BY _____ DATE _____