

**COUNTY OF SAN DIEGO AIRPORTS
APPLICATION FOR AIRPORT USE LICENSE
FOR BASED HELICOPTER OPERATIONS
FALLBROOK AIRPARK**

Please clearly print to fill out below information:

Full Name of Licensee: _____

Licensee Address: _____

Telephone: _____ Email Address: _____

Helicopter Registration No.: _____ Type of Helicopter: _____

Name of Registered Owner (If different than Licensee): _____

Does helicopter weigh less than 12,500 lbs., as required? Yes No

Do you have Aircraft Liability coverage of at least \$500,000 per occurrence as required?

Yes No (attach proof of Insurance)

Does aircraft have current Airworthiness Certificate issued by Federal Aviation Administration?

Yes No (attach copy of current Airworthiness Certificate)

Have you included payment in full for the initial Base Annual Fee of \$800.00?

Yes No (attach check for full amount)

Requested license start date: _____

NOTE: Actual start date, as will be stated on page 2 of the fully-executed license, may be different than date requested above.

If the above information is completed and all answers are yes, please sign and return:

1. Signed Application/License
2. Payment
3. Proof of Insurance
4. Current Airworthiness Certificate

To:

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

Executed License will be returned to you within 30 days of receipt of all requirements by County.

For office use only.	
Date received _____	License Number _____
Registered Aircraft	Yes <input type="checkbox"/> No <input type="checkbox"/>
Under 12,500 lbs.	Yes <input type="checkbox"/> No <input type="checkbox"/>
Airworthy	Yes <input type="checkbox"/> No <input type="checkbox"/>
Proof of Insurance	Yes <input type="checkbox"/> No <input type="checkbox"/>
Payment	Yes <input type="checkbox"/> No <input type="checkbox"/>
Signed License	Yes <input type="checkbox"/> No <input type="checkbox"/>
Commencement Date _____	License End Date _____ Unless earlier terminated per License.

1. **NON-TRANSFERABLE LICENSE.** This License shall not be assigned, transferred or loaned at any time.

2. **LICENSOR.** County of San Diego, a political subdivision of the State of California, hereinafter referred to as "County"

3. **PREMISES.** The Licensed Premises (the "Premises") shall include that portion of Fallbrook Community Airpark ("Airport") as shown on Exhibit "A," attached hereto and incorporated by this reference, as approved by the Fallbrook Airport Manager ("Airport Manager"). Licensee shall meet with Airport Manager prior to the Commencement Date to determine the specific boundaries of the Premises. The Airport Manager may substitute Exhibit "A" to record the specific boundaries of the Premises following such determination and may change said premises, at his/her sole discretion, upon advance notice to Licensee.

4. **USE.** Licensee is hereby granted the nonexclusive right to use the Premises for landing and taking off of Licensee's helicopter, and ancillary uses associated therewith as specified herein, subject to the provisions of this License and to the Federal Aviation Administration ("FAA") airspace regulations.

4.1 **BASED HELICOPTER OPERATIONS.** Licensee may only use the Premises in accordance with the Conditions for Based Helicopter Operations, as shown on Exhibit "B", attached hereto and incorporated by this reference.

Noncompliance by Licensee with this provision shall constitute grounds for immediate termination of this License by the Licensor without the need to give thirty (30) days' notice in accordance with Section 5 (TERM). Licensee shall not use,

nor allow the use of, the Premises for any purpose other than the permitted uses described herein. In any case where Licensee is, or should reasonably be, in doubt as to the propriety of any particular use, Licensee may request, and will not be in breach or default if Licensee abides by, a written determination of the Director of Airports stating whether such use is or is not allowed.

5. TERM. The Term of this License shall commence on _____ (“Commencement Date”), and terminate on _____; provided, however, either party may terminate this License prior to _____, by giving the other party at least thirty (30) days’ prior written notice of such termination. The maximum term under this agreement shall be five (5) years. Notwithstanding the foregoing, County may immediately terminate this agreement without the need for thirty (30) days’ written notice when required by federal, state or local statute, regulation or grant assurance, or in the event the Airport Manager, at his/her sole discretion, determines that the operations approved under this License are a safety concern, or as otherwise permitted by this License.

6. FEES. In consideration of the privilege granted by this License, Licensee shall pay a non-refundable Base Annual Fee of FOUR HUNDRED, EIGHTY AND 00/100 DOLLARS (\$480.00) to the County each year on or before the anniversary of the Commencement Date (the payment due date), without any setoff, deduction, or prior demand for payment. Such fee shall be subject to adjustment each year as described herein, at the sole discretion of County. All fees due under this License shall be made payable to “County of San Diego” and shall be considered paid when delivered to:

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

provided, however, that County may at any time, by written notice to Licensee, designate a different address to which Licensee shall deliver the license fee payments. County may, but is not obligated to, send annual invoices to Licensee.

At the sole discretion of and with prior approval by County, the Base Annual Fee provided for in this Section 6 may be subject to annual adjustment as of the first (1st) anniversary of the Commencement Date, and thereafter every year on such date for the remainder of the Term. Such adjustment may be made to reflect any increase or decrease in the purchasing power of the dollar, or may be made for another reasonable purpose, which shall be identified by the County at the time notice is given of such adjustment.

In no event, however, shall the annual fee be adjusted to an amount that is equal to

or greater than \$10,000 per month or such higher amount as may be authorized by the Board in accordance with Government Code section 25537.

6.1 No Refund of Annual Payment. Should either party terminate this License before any one (1) year period is complete, there will be no refund of the annual payment.

6.2 Late Payment. If any Base Annual Fee due from Licensee is not received by County within fifteen (15) days of the payment due date, Licensee shall immediately pay to County a late charge of twenty-five dollars (\$25). County and Licensee agree that this late charge represents a reasonable estimate of costs and expenses (which may include, without limitation, administrative and collection costs and processing and accounting expenses), and is fair compensation to County for its loss caused by Licensee's late or nonpayment. Should Licensee pay said late charge but fail to pay contemporaneously therewith all unpaid fees due hereunder, County's acceptance of this late charge shall not constitute a waiver of Licensee's default with respect to such nonpayment by Licensee, nor prevent County from exercising all other rights and remedies available to County under this License or under law.

In the event of a dispute between the parties as to the correct amount of fees owed by Licensee, County may accept any sum tendered by Licensee in payment thereof, without prejudice to County's claim as to the proper amount of fees owing. If it is later determined that Licensee has not paid the full amount of fees owing, the late charge specified herein shall apply only to that portion of the fees still due and payable from Licensee. Notwithstanding any provision of this Section to the contrary, the Director of Airports may waive any late charge or interest.

6.3 Vehicle/Pedestrian Deviations and Runway Incursions. A Vehicle/Pedestrian Deviation (V/PD) is defined as any entry or movement on the movement area by a vehicle or pedestrian that has not been authorized by air traffic control. Runway Incursion is defined as any occurrence at an airport involving the incorrect presence of an aircraft, vehicle, or person on the protected area of a surface designated for the landing and takeoff of aircraft. Costs which the County incurs associated with any V/PD or Runway Incursion resulting from this event shall be recovered from the Licensee. These costs include, but are not limited to, staff time to complete reports and briefing to the FAA. County and Licensee agree that a charge of SEVEN HUNDRED, SEVENTY AND 00/100 DOLLARS (\$770.00) represents ten hours of staff time for an Airport Manager as appropriate staff cost for each V/PD or Runway Incursion. Staff will prepare and invoice for these services as soon as possible following any such incident, but in no event later than fourteen (14) days following the end of the License Term, should it be necessary.

6.4 Fee for Sweeping Due to FOD. Foreign Object Debris (FOD) in the

Airport Operations Area, resulting directly of Licensee's operations under this license may require sweeping the area to maintain safety at the airport. Costs which the County incurs associated directly with Licensee's operations, at sole determination of the Airports Director, shall be recovered from the Licensee. These costs include, but are not limited to, staff time and equipment cost to transfer equipment from another to perform Sweeping. County and Licensee agree that a charge of FOUR HUNDRED, FORTY AND 00/100 DOLLARS (\$440.00) represents 2.2 hours of staff/equipment time, including equipment transport, for an Airport Technician and sweeper as appropriate cost for each FOD incident. Staff will prepare and invoice for these services as soon as possible following any such incident, but in no event later than fourteen (14) days following the end of the License Term, should it be necessary.

7. INSURANCE REQUIREMENTS FOR AIRPORT USE LICENSE. Without limiting Licensee's indemnification obligations to County, Licensee shall provide and maintain for the duration of this License, 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 Licensee, his agents, representatives, employees or subcontractors.

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

- A. Aviation Commercial General Liability, Occurrence form.
- B. Aircraft Liability covering bodily injury and property damage on all owned, leased, hired, and non-owned aircraft which are used to perform services under this License.
- C. Automobile Liability covering all owned, non-owned and hired auto, insurance Services Office Form CA0001.
- D. Workers' Compensation, as required by State of California and Employer's Liability Insurance.

7.2 Minimum Limits of Insurance. Licensee shall maintain limits no less than:

- A. Aviation Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, Advertising Liability and Independent Contractors Liability: \$2,000,000 each occurrence for bodily injury, personal injury and property damage.
- B. Aircraft Liability: \$2,000,000 each occurrence for bodily injury and property damage with no passenger sub limits.
- C. Automobile Liability: \$2,000,000 each accident for bodily injury and property damage.

D. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include standard waiver of rights of Subrogation against the County of San Diego.

7.3 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 Licensee shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

7.4. 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 Licensee 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 License, the Licensee'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 Licensee's insurance and shall not contribute with it.

C. Notice of Cancellation. Notice of Cancellation shall be in accordance with the 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

7.5. 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 any such company must either (i) 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 (ii) be a company of equal financial stability that is approved in writing by County Risk Management.

7.6 Evidence of Insurance. Prior to commencement of this License, but in no event later than the effective date of the License, Licensee shall furnish the County with certificates of insurance and amendatory endorsements effecting required coverage. Renewal certificates and amendatory endorsements shall be furnished to County within thirty (30) days of the expiration of the term of any required policy. Licensee shall permit County at all reasonable times to inspect any required policies of insurance.

7.7. Failure to Obtain or Maintain Insurance; County's Remedies. Licensee'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 License, and County may, at its option, terminate the License for any such default by Licensee.

7.8. No Limitation of Obligations. The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Licensee, and any approval of said insurance by the County is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Licensee pursuant to the License including, but not limited to, the provisions concerning indemnification.

7.9. Review of Coverage. County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Licensee 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.

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

7.11. 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 Licensee's commencement of work under the License (including subsequent policies purchased as renewals or replacements).

B. Licensee will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the License, including the requirement of adding all additional insureds.

C. If insurance is terminated for any reason, Licensee shall purchase an extended reporting provision of at least two (2) years to report claims arising in connection with the License.

D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

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

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

8. ADMINISTRATION AND NOTICE. This License shall be administered on behalf of County by the Department of Public Works, Director of Airports ("Director of Airports"), whose address is:

Director of Airports (619) 956-4800
County of San Diego – Airports
1960 Joe Crosson Drive
El Cajon, CA 92020-1236

and on behalf of Licensee by the person named as Licensee on page 1 above.

All notices to be sent to the County shall be sent to the Director of Airports. All notices to be sent to the Licensee shall be sent to the Licensee's contact. Notices may be sent either by first class United States mail, postage pre-paid, in which case they shall be deemed delivered five (5) business days after deposit in the mail, or by personal delivery, in which case they shall be deemed delivered upon receipt. The parties may, from time to time, by written notice provided in accordance with this License, change the person or address for giving notice. All notices shall reference the License number.

9. INDEMNIFICATION. County shall not be liable for, and Licensee shall defend and indemnify County and its elected officials, 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 License or with occupancy and use of

Premises or adjacent County airport property by Licensee arising either directly or indirectly from any act, error, omission or negligence of Licensee 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. Licensee 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.

10. TAXES, ASSESSMENTS AND FEES. The terms of this License may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this License, the private party may be subjected to payment of property taxes levied on such interest. Licensee shall be responsible for the payment of, and shall pay before they become delinquent, all taxes, assessments, and fees assessed or levied upon Licensee or the area covered by this License or any interest therein, including, but not limited to buildings, structures, improvements, fixtures, equipment or other property installed or constructed thereon. Licensee 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 License or any improvements thereto. Nothing herein contained shall be deemed to prevent or prohibit the Licensee from contesting the validity or amount of any such tax, assessment or fee in the manner authorized by law.

11. NONDISCRIMINATION. Licensee herein covenants by and for itself, its successors and all persons claiming under or through it, that this License 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 or ancestry or 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 Premises, nor shall the Licensee 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 Premises.

12. SECURITY. Licensee shall be responsible for and shall provide for the security of the Premises during its use. County shall not be responsible for the security of the Premises, Licensee's Aircraft or equipment, or any property thereon when Licensee is using Premises.

13. RELOCATION ASSISTANCE WAIVER. Licensee hereby acknowledges and agrees that Licensee waives all rights to any form of Relocation Assistance provided for by local, state, or federal law that Licensee may otherwise be entitled to by reason of this License.

14. HAZARDOUS SUBSTANCES. Regardless of whether the obligation to comply is on the land owner, the owner of the improvements or the user of the improvements, Licensee 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:

A. Any improvements installed or alterations made on the Premises including, but not limited to, storage tanks, pipelines, pumps, and all other structures and equipment; and

B. 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.

If any hazardous substance as defined above spills, leaks or is discharged from any facility on the Premises, Licensee shall immediately make all repairs necessary 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 Licensee fails to make the required repairs, to clean up the spill or to properly dispose of any contaminated soil, County may, after written notice to Licensee, take all steps that County deems necessary to make the necessary repairs, to clean up the spill and to dispose of any contaminated soil. Licensee 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 has done or has caused to be done.

Licensee 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 Premises (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.

Licensee 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. Licensee further agrees to develop, install, implement and/or maintain at Licensee'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. Licensee 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 Licensee 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.

Licensee understands and acknowledges that the stormwater and non-stormwater requirements applicable to the Airport and to Licensee 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 Licensee's activities or development or redevelopment by Licensee 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. Licensee agrees to develop, install, implement, and maintain such additional BMPs and/or other pollution control practices at the Premises at Licensee'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, Licensee shall be obligated to comply with the more restrictive provision. Licensee 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 License without the need for prior written notice.

16. SUBSTANCE ABUSE. Licensee 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 or aircraft under the influence of an alcoholic beverage or

any drug, or (2) for 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, and violation of this prohibition shall be grounds for immediate termination of this License without the need for notice of termination.

17. AFFIRMATIVE ACTION. Licensee, by maintaining a business location within San Diego County and by being able to use such business location by virtue, in whole or in part, of this License, shall comply with the Affirmative Action Program for Vendors as set forth in Article III k (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated herein by this reference. A copy of such Affirmative Action Program for Vendors will be furnished to Licensee by County's Lease Administrator upon request.

18. OTHER REGULATIONS. All use of County property, including the Premises, 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, including the provisions of any federal grant agreement, and shall also be in accordance with all applicative rules and regulations and ordinances of the County of San Diego now in force, or hereafter prescribed or promulgated by resolution or ordinance or by federal or state law.

19. SPECIAL CONDITIONS.

A. Licensee will fully comply with all laws and ordinances governing its business activities and it will obtain any licenses or permits required for its business activities before commencing those activities.

B. Licensee's helicopter must be based at the Airport. Licensee shall not, however, store materials, operate an office, nor in any other manner conduct its business from any leased portion of the Airport without the prior written approval of the Director of Airports and the lessee of such property.

C. Licensee will fully comply with all San Diego County Airport Rules and Regulations, Policies and Procedures, and Minimum Standards.

D. Licensee will comply with all requirements of the Conditions for Based Helicopter Operations (Exhibit "B") including but not limited to (1) Notifying the Airport Manager of any Foreign Object Debris (FOD) resulting from Licensee's Operations, (2) use of allowed load/unload areas, (3) hand-held radio requirements for crossing active airport surfaces, (4) approach instructions, and (5) the understanding that access to the Airport may be canceled during public emergencies or public events.

E. Prior to entering the Airport Operation Area for the first helicopter operation under this License, Licensee must contact the Airport Manager to coordinate airfield driving privileges and to review the Operations Area and the Load/Unload Area, as depicted in Exhibit "A".

F. Licensee agrees to accept said Premises in its present condition and further agrees that all clean-up, repair and maintenance to the Premises, resulting from Licensee's operations, shall be performed by and at the sole cost and expense of Licensee and to the satisfaction of the Airport Manager.

G. Licensee shall keep area clean of any debris. When not in use by Licensee, no storage of aircraft, vehicles, tow materials, etc., shall be permitted within the Premises area as depicted in Exhibit "A".

H. Prior to commencing operations under this License, Licensee shall notify the Federal Aviation Administration ("FAA") and shall obtain from FAA all necessary clearances.

I. At the termination of this License, Licensee will, at its sole cost and own expense, repair any damages to the Premises and provide a clean-up of the Premises to the satisfaction of the Airport Manager. Licensee shall complete said repairs and clean-up within ten (10) days following termination of this License.

J. County reserves the right to further develop or improve the Airport as it sees fit, regardless of Licensee's desires and views and without interference or hindrance from Licensee. Licensee's continued use of the Premises is subject to County's right at any time, and for any reason, to terminate Licensee's use in accordance with Section 5 of this License, or as otherwise permitted by this License.

20. ENTIRE AGREEMENT. This License, together with all exhibits attached hereto, constitutes the entire agreement between the Licensee and the County with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

21. EXHIBITS.

Exhibit "A" – PREMISES MAP

Exhibit "B" – CONDITIONS FOR BASED HELICOPTER OPERATIONS

22. DEFINITIONS. "Airport Manager" shall mean Meadow Chase, Fallbrook Airpark Contract Manager, alternate contact: George Watson, Fallbrook Airpark Contract Manager, or other person(s) as designated by Licensor. "Director of Airports" shall mean Peter Drinkwater, Director of Airports, or other person(s)

designated by the Licensor.

23. AUTHORITY. Licensee represents and warrants that it has full power and authority to execute and fully perform its obligations under this License pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this License on behalf of Licensee are the duly designated agents of Licensee and are authorized to do so.

24. CAPTIONS. The captions, headings and index appearing in this License are inserted for convenience only and in no way define, limit, construe, or describe the scope or intent of the provisions of this License.

25. COUNTY APPROVAL. Except where stated herein to the contrary, the phrases "County's approval," and "County's written approval" or such similar phrases shall mean approval of the Director of Airports in writing.

26. CUMULATIVE REMEDIES. In the event of a default under this License, each party's remedies shall be limited to those remedies set forth in this License; any such remedies are cumulative and not exclusive of any other remedies under this License to which the non-defaulting party may be entitled.

27. FORCE MAJEURE. In the event either party is prevented or delayed from performing any act or discharging any obligation hereunder, except for the payment of fees by Licensee which shall not be subject to this provision, because of any and all causes beyond either party's reasonable control, including unusual delays in deliveries, abnormal adverse weather conditions, unavoidable casualties, strikes, labor disputes, inability to obtain labor, materials or equipment, acts of God, governmental restrictions, regulations or controls, any hostile government actions, civil commotion and fire or other casualty, legal actions attacking the validity of this License or the County's occupancy of the Premises, or any other casualties beyond the reasonable control of either party except casualties resulting from Licensee's negligent operation or maintenance of the Premises ("Force Majeure"), performance of such act shall be excused for the period of such delay, and the period for performance of such act shall be extended for a period equivalent to the period of such delay. Force Majeure shall not include any bankruptcy, insolvency, or other financial inability on the part of either party hereto.

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

29. INTERPRETATION. The parties have each agreed to the use of the particular language of the provisions of this License, and any question of doubtful interpretation shall not be resolved by any rule of interpretation providing for interpretation against the parties who caused an uncertainty to exist or against the

draftsperson.

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

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

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

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

34. TIME OF ESSENCE. Time is of the essence for each and every provision of this License.

35. WAIVER. No provision of this License 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 License 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 License. County's subsequent acceptance of partial fees or performance by Licensee shall not be deemed to be an accord and satisfaction or a waiver of any preceding breach by Licensee of any term, covenant or condition of this License or of any right of County to a forfeiture of the License 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 License shall not be construed as in any manner changing or waiving the terms of this License 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 License 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 Licensee, or construed to inhibit or prevent the rights of County to exercise its rights with respect to any default, dereliction or breach of this License by Licensee.

36. ACCEPTANCE. Licensee agrees to accept said Premises in its present condition and further agrees to repair any damage to County property caused by Licensee's operations. Licensee accepts this License subject to all the terms and conditions hereinabove and agrees to abide by all such terms and conditions.

LICENSEE:

BY: _____ DATE: _____
Print Name/Title:

LICENSOR:

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

BY: _____ DATE: _____
PETER DRINKWATER, Director of Airports
Department of Public Works

PD:LAL:ab

cc: Assessor (O225); Fallbrook Airpark Manager (via email)

APPROVED AS TO FORM AND LEGALITY:

BY: _____
Deputy County Counsel

Exhibit "A"
Premises Map



Load/Unload Area



Operations Area – Approach/Depart from Runway



Sheriff's Helipad

No use of Sheriff's Helipad is permitted by Licensee at any time.
Runway Obstacle Free Area ("ROFA")

Exhibit B

Conditions for Based Helicopter Operations Fallbrook Community Airpark

Overview:

The purpose of this document is to define the conditions that would safely allow “based” helicopter operations at Fallbrook Community Airpark (“Airport”), which are separate from the operations at the helicopter pad (“helipad”) located on the Sheriff Department’s leasehold.

The Airport’s current helipad is restricted and is preserved for public safety helicopters only and cannot accommodate private, corporate, or other public-use operations. The existing helipad, and helipad parking space, is located on the Sheriff’s Department’s leasehold. The helipad and its approach/departure patterns were designed to accommodate emergency Sheriff’s Department operations and their related agents. The Sheriff’s Department and their agents have the exclusive right to operate on the helipad and the right to refuse any public use of the area.

Requested Notice for Based Helicopter Operations:

Because of the physically-constrained conditions at the Airport, an airport license to operate a based helicopter at the Airport is required. Also advance notice to Airport Manager for planned operations is requested whenever possible. This allows the Airport Manager to have proper notice of the activity and to coordinate with the Licensee when necessary. Depending on the operation or airport activity, Airport Management may, or may not, issue a Notice to Airmen (NOTAM) for planned period of helicopter operations. In addition Licensee shall notify the Airport Manager of any Foreign Object Debris (FOD) resulting from Licensee’s Operations as soon as possible. Notices should be made by phone, during the hours of 9 a.m. to 2 p.m., Monday through Friday if possible, using the following contact information:

Airport Managers for Fallbrook Community Airpark are:

- Meadow Chase, Fallbrook Airpark Contract Manager
(760) 723-8395 office
(760) 214-8336 cell

Alternate Contact:

- George Watson, Contract Manager
(951) 378-3527 cell

Airport Operations:

Due to the physically-constrained conditions at the Airport, the Airport cannot accommodate simultaneous operations of both based public-use helicopters and the Sheriff’s Department’s emergency services helicopter(s). Any notice shall not serve as a guarantee to operate at a specific time. If Sheriff’s ASTREA aircraft are taking off or landing at the airport, Licensee will have to wait for ASTREA operations to be

completed before starting Licensee's operations. In the case of a public emergency, Airport Management may deny any helicopter operations at the Airport due to an existing or anticipated public emergency, or a public need of the Sheriff's Department's helipad.

Additionally, the Airport cannot accommodate simultaneous operations between based public-use helicopters and fixed-winged aircraft, while fixed-winged aircraft are conducting operations on the runway or while operating within the associated airport patterns. Licensee shall use an aviation radio and maintain constant contact with the Airport's air frequency during helicopter operations and while the Licensee is towing and maneuvering the helicopter around the Airport.

The Licensee shall use a truck to tow the helicopter into position and to load/unload the helicopter. The Airport will provide the load/unload area, as indicated on Exhibit "A," (as may be amended from time to time by Licensor as permitted by this License) east of the runway and northwest of the Sheriff's Department's leasehold. Access to this load/unload area, from other parts of the Airport, requires the user to cross "active airport surfaces," that include the main taxiway and runway. Therefore, as a condition of this license approval, a handheld or vehicle based aviation radio is required as the Licensee will be responsible to monitor the airport frequency to assure he/she is crossing active airport surfaces only when it is safe to do so. In addition, the Licensee's vehicle is required to have the proper vehicle lighting while on active airport surfaces.

All helicopter approach/departures shall be performed to/from the runway. Approach/Departures shall not be performed to/from the load/unload area. Nor shall approach/departures be performed from the Sheriff's Department's helicopter pad or leasehold. At no time shall equipment be left within the Runway Obstacle Free Area (ROFA), as also indicated on the attached Exhibit "A." Equipment may include, but shall not be limited to, tow bars, helicopter platform and jacks, fuel tanks, fuel trucks, and vehicles. If the Licensee elects to park a tow vehicle and/or helicopter platform, while the helicopter is in operation, the load/unload area indicated on the Exhibit "A" shall be the only acceptable location for such parking. Access to the load/unload area will be allowed only with an approved License for Based Helicopter Operations. **Note: skid landings and auto-rotations are not permitted at the Airport.** The Airport Manager may stop any operation deemed unsafe.