

August 26, 2019

Austin Heilman, President
Chollas RC Flyers
2682 Buena Vista Ave.
Lemon Grove, Ca 91945

Re: Termination Notice – Use and Occupancy Permit (Permit)- The City of San Diego
(City) / Chollas Lake Park Flyers) / Lease ID: R606RS-004-D00

Dear Mr. Heilman:

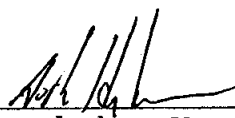
This is to notify you that the Chollas Lake Park Flyers Use and Occupancy Permit will be terminated on September 1, 2019 and the new Chollas RC Flyers Use and Occupancy Permit will begin September 1, 2019.

Please provide your written approval for the City of San Diego to terminate the Chollas Lake park Flyers Permit and enter into the Chollas RC Flyers Permit by signing below and returning this letter to the City of San Diego, at 1200 Third Avenue, Suite 1700, San Diego, CA 92101, to my attention

If you have any questions, please contact me at jvanderhagen@sandiego.gov or (619) 236-6123.

Sincerely,


Jayne Vanderhagen
Supervising Property Agent

I, , acknowledge and approve the termination of the Chollas Lake Park Flyers Use and Occupancy Permit and beginning of the Chollas RC Flyers Use and Occupancy Permit effective September 1, 2019.

Date: 8-26-2019
By: 
Print Name: AUSTIN HEILMAN
Title: PRESIDENT

CITY OF SAN DIEGO

USE AND OCCUPANCY PERMIT

THIS CITY OF SAN DIEGO USE AND OCCUPANCY PERMIT ("Permit") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and CHOLLAS RC FLYERS, a California non-profit 501 C (7) corporation ("PERMITTEE"), to be effective as of the date the Permit is signed by the parties and approved by the San Diego City Attorney (the "Effective Date").

RECITALS

- A. CITY is the owner of real property commonly known as Chollas Park/South Chollas Landfill located at 5997 College Grove Drive, San Diego, California, 92115 (the "Property").
- B. PERMITTEE desires to enter upon and use a portion of the Property depicted by the yellow highlighted area on **Exhibit A: Permit Area**, attached hereto and by this reference incorporated herein (the "Permit Area") solely to fly radio-controlled aircraft ("Flight Activity") within the Permit Area.
- C. PERMITTEE has previously used the Permit Area for Flight Activity under the terms of the Use and Occupancy Permit with effective date of October 1, 2016. PERMITTEE has requested a new Permit with CITY to allow PERMITTEE to continue its Flight Activity on the Permit Area.

NOW THEREFORE, based upon the foregoing Recitals, which are incorporated into this Permit by this reference, and for valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

- 1. Permitted Use. Subject to the terms and conditions of this Permit, CITY hereby grants permission to PERMITTEE, its members, members of the Academy of Model Aeronautics ("AMA"), guests and the general public to enter upon and use the Permit Area solely for Flight Activity ("Permitted Use").
- 2. Revocable License. This Permit is not a lease. It is a nonexclusive license to access and use the Permit Area for the purposes stated herein, and may be revoked at will by CITY pursuant to requirements of Paragraph 33, in its sole discretion for any reason without notice. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a result of such revocation or the termination of this Permit. PERMITTEE expressly waives any claim for expense or loss which PERMITTEE might incur as a result of CITY'S revocation or termination of this Permit. CITY may at all times enter upon the Permit Area.
- 3. Lock/Keys Used to Access Permit Area. PERMITTEE has possession of its own lock and

keys that allow access to the Permit Area. PERMITTEE may also utilize one combination lock for members and guests to enter the Permit Area. The locks must be removed upon expiration or early termination of the Permit. PERMITTEE shall not install new or additional locks on the entrance gate without CITY's prior written consent.

4. Term. The term of this Permit ("Term") shall be three (3) years, commencing on the first of the month following the Effective Date (the "Commencement Date").
5. Permit Fee. PERMITTEE shall pay CITY a one-time, non-refundable permit processing fee in the amount of Nine Hundred Eighty Dollars (\$980) payable to City Treasurer.
6. Holdover. Any hold over by PERMITTEE after the expiration or earlier termination of this Permit shall not be considered a renewal or extension of this Permit. The occupancy of the Permit Area after the expiration or earlier termination of this Permit shall constitute a month-to-month at will revocable license, and all other terms and conditions of this Permit shall continue in full force and effect, except that PERMITTEE shall then pay to CITY fair market rent as determined by CITY.
7. Rent. PERMITTEE shall pay to CITY an annual Permit Area charge (hereinafter referred to as "Rent") in the initial annual amount of Three Thousand Seven Hundred Thirty-Seven and 50/100 Dollars (\$3,737.50). Rent shall be payable each year of the Term in two (2) installments. The installment payments for the first year of the Term shall be One Thousand Eight Hundred Sixty-Eight and 75/100 (\$1,868.75) each. PERMITTEE shall pay the first installment of Rent for the first Permit year on or before the Effective Date, with the second installment due six (6) months later. For each successive Permit year, the first installment shall be due on or before each anniversary of the Effective Date, and the second installment shall be due on or before six (6) months thereafter. Should this Permit be terminated early for any reason other than default of PERMITTEE, any Rent prepaid for any time period after the Permit is terminated shall be reimbursed to PERMITTEE on a prorated basis. The Rent for the second and third years of the Term of this Permit shall be adjusted annually, upward only, based on increases in the Consumer Price Index (CPI) as provided below.

a. CPI Adjustments. On each anniversary of the Effective Date, the Rent shall be adjusted, upward only, to reflect any increase in the Consumer Price Index for "All Urban Consumers" for Los Angeles/Long Beach/Anaheim, California (the "CPI") based on the average of July, August and September published monthly indices just prior to each adjustment. If the CPI is no longer published, the index for adjustment shall be the U.S. Department of Labor's "Comprehensive Official Index" most comparable to the CPI.

- i. If a Rent adjustment is calculated using an index from a different base year than 1982-84, which equaled a base figure of 100 for the CPI, the base figure used shall first be converted under a formula supplied by the Bureau of Labor Statistics or its successor.

- ii. If the Department of Labor indices are no longer published, CITY may use another index deemed by CITY to be reasonably comparable to the CPI, which shall then be the "CPI" under this Permit.
- iii. CITY's failure to deliver timely notice of any Rent adjustment shall not constitute a waiver by CITY of its rights hereunder.

b. CPI Adjustment Computation. The Rent shall be calculated as follows:

The "adjustment multiplier" shall be calculated by dividing the "current index" by the "base index" as defined below:

The "base index" denominator for the calculation is 178.5. This is a fixed number representing the three (3) month average of the CPI indices for the months of July, August and September 2001.

The "current index" numerator for the calculation is a variable number that shall be the three (3) month average of the CPI indices for the months of July, August and September of the calendar year preceding the adjustment date.

The "base figure" for purposes of calculating the annual adjustment shall be a fixed amount of two thousand five hundred dollars (\$2,500).

Example Calculation:

Current Index (Third Quarter 2018)	266.901
	Divided by
Base Index (Third Quarter 2001)	178.5
Adjustment Multiplier	1.495

The base figure is then multiplied by the adjustment multiplier to determine the new Rent. Using the foregoing example, the adjusted Rent is calculated as follows:

\$2,500.00	(Base Figure)
X 1.495	(Adjustment Multiplier)
\$3,737.50	(Adjusted Rent)

(CURRENT INDEX + BASE INDEX) X BASE FIGURE = NEW RENT AMOUNT

8. Time and Place of Payment. All payments to be paid by PERMITTEE under this Permit shall be made payable to "City Treasurer" and be mailed to:

The Office of the City Treasurer
City of San Diego
P.O. Box 129030
San Diego, California 92112-9030

or hand-delivered to:

The Office of the City Treasurer
Civic Center Plaza
1200 Third Avenue, First Floor
San Diego, California 92101

CITY may change the place of payment at any time upon thirty (30) days written notice to PERMITTEE. Mailed payments shall be deemed paid upon the date the payment is postmarked by the postal authorities. If postmarks are illegible, the payment shall be deemed received only upon actual receipt.

9. Delinquent Monthly Rent. If PERMITTEE fails to pay Monthly Rent when due, PERMITTEE shall pay, in addition to the unpaid Monthly Rent, five percent (5%) of the delinquent Monthly Rent. If the Monthly Rent is still unpaid after fifteen (15) days past due, PERMITTEE shall pay an additional five percent (5%) (being a total of ten percent [10%]), which is agreed by the parties to be appropriate to compensate CITY for the cost of servicing the delinquent account. In no event shall the charge for late payments of Monthly Rent be less than Twenty-Five Dollars (\$25). Acceptance of late charges and any portion of the late payment by CITY shall neither constitute a waiver of PERMITTEE'S default with respect to late payment nor prevent CITY from exercising any other rights and remedies available at law or in equity.

10. Defaults and Remedies

10.1 Default. PERMITTEE shall be in default of this Permit in the event that:

- (a) PERMITTEE fails to make any payments required under this Permit when due;
or
- (b) PERMITTEE fails in its performance of any covenant or condition, other than the payment of monies owed, required by this Permit to be performed by PERMITTEE; or
- (c) PERMITTEE shall voluntarily file or have involuntarily filed against it any petition under any bankruptcy or insolvency act or law; or
- (d) PERMITTEE shall be adjudicated a bankrupt; or
- (e) PERMITTEE shall make a general assignment for the benefit of creditors.

10.2 Remedies. Upon PERMITTEE's default, CITY may, at its option:

- (a) in the case of a failure to make a timely payment, CITY may terminate this Permit upon three (3) business days' prior Notice to Payor Quit delivered to PERMITTEE (or any person claiming rights through PERMITTEE) if PERMITTEE fails to thereafter make all payments due within the stated three (3) days; or,

(b) in the case of a breach from something other than a failure to make a payment, CITY may: (i) terminate this Permit upon ten (10) days' prior notice of Intent to Terminate delivered to PERMITTEE (or any person claiming rights through PERMITTEE) if PERMITTEE has failed to cure said default within said ten (10) day period and said default is of the type reasonably curable within ten (10) days; or (ii) if such default is not the type which is reasonably curable within said ten (10) day period, PERMITTEE has failed to cure the default(s) within said ten (10) period and has also failed to diligently taken all actions necessary to pursue such cure to completion.

If CITY delivers such notices and PERMITTEE (or the persons claiming rights through PERMITTEE) does not cure the default within the stated time periods, CITY may, in compliance with all applicable laws, terminate this Permit and all rights of PERMITTEE (and/or each person claiming rights through PERMITTEE) to the Permit Area, take possession of the Permit Area, and, as awarded, recover from PERMITTEE the sum of:

(a) the worth at the time of award of any unpaid Rent that was due at the time of termination;

(b) any other amount necessary to compensate CITY for all the detriment proximately caused by PERMITTEE's breach and default, or that in the ordinary course of things, would be likely to result; and

(c) all other amounts in addition to or in lieu of those previously stated as may be permitted at law or in equity.

As used in clauses (a) and (b), above, the "worth at the time of award" is computed by allowing interest at the rate often percent (10%) per annum. As used in this section, the term "monies" or "payment" shall include the Permit Area charge and any and all other amounts payable, by PERMITTEE under this Permit.

11. CITY's Right to Inspect and Audit. In the event that a CITY audit, if applicable, discloses that PERMITTEE's payments, which payments shall include the payment of any delinquency charges, for the audited period, have been underpaid in excess of five percent (5%) of the total required payments, then PERMITTEE shall pay CITY the cost of the audit plus ten percent (10%) per year on the amount by which said payments were underpaid ("Underpayment Audit Cost"). PERMITTEE agrees to pay said Underpayment Audit Cost and further agrees that the Underpayment Audit Cost represents a fair and reasonable estimate of the costs that CITY will incur from PERMITTEE's under payment. Acceptance of any Underpayment Audit Costs and/or any portion of late PERMITTEE payments of any kind by CITY shall in no event constitute a waiver of any PERMITTEE default with respect to late payment(s), nor prevent CITY from exercising any of the other rights and remedies granted in this Permit.
12. Use of Permit Area. PERMITTEE, its members, and members of the Academy of Model Aeronautics ("AMA") may use the Permit Area solely for the purpose of Permitted Use. PERMITTEE shall ensure, at all times during the Term, that each participant involved in a

Flight Activity is a member of either PERMITTEE'S association or the AMA. PERMITTEE shall also ensure that each participant in a Flight Activity complies at all times with the AMA SAFETY CODE, attached hereto as **Exhibit B: AMA Safety Code**, and PERMITTEE'S Rules and Regulations, attached hereto as **Exhibit C: Rules and Regulations**. PERMITTEE shall not allow any person to participate in any "Flight Activity" without each participant having first signed and delivered to PERMITTEE a "City of San Diego Waiver of Liability, Assumption of Risk, and Indemnity Agreement" form substantially in the form attached hereto as **Exhibit D Waiver**. At the conclusion of each Flight Activity day, PERMITTEE shall clear all trash and debris resulting from the Flight Activities and/or PERMITTEE'S use of the Permit Area on that day.

- a) The PERMITTEE will at times invite and allow invited Guests of members and potential new members to enter the Permit Area as Spectators. The invited Spectators may be given a temporary gate lock code allowing them to enter without the gate being staffed by a Chollas RC Flyers Club Officer. At no time will invited Guests/Spectators be allowed to participate in a Flight Activity.
 - b) The Chollas RC Flyers Club has a desire to be a participant in the community and would like to make this recreational activity and facility more readily available to the General Public. The PERMITTEE may at times allow the General Public to enter the Permit Area as Spectators. This will only take place when an Officer of the Chollas RC Flyers Club is present at the field which will allow the gate to remain open for public access. At no time will the General Public be allowed to participate in a Flight Activity.
 - c) Quarterly Reporting: PERMITTEE shall provide a written report on a quarterly basis to the Park and Recreation Director or Designee, summarizing any and all issues that may have occurred during each quarterly period concerning PERMITTEE'S operations, programming, attendance or complaints from the public.
 - d) Yearly Elected Officers Report: PERMITTEE shall provide a written report no more than 30 days after the date of their yearly Election of Officers providing the names, titles, phone numbers, address and email address of all of the Elected Officers for the upcoming year.
13. Reservation of Right to Impose Restrictions and Scheduling Conditions. Because the Permit Area is located on a landfill, City shall at all times reserve the right to impose reasonable restrictions and scheduling conditions for any activities related to the PERMITTEE's operations on the Permit Area. If restrictions and scheduling conditions are issued, no activities/operations which in any way conflict with said restrictions and/or scheduling conditions shall commence without prior written approval of CITY regardless of what may be written in this Permit. PERMITTEE agrees that CITY shall have no liability to PERMITTEE, or anyone operating through/associated with PERMITTEE, for any losses or damages that PERMITTEE may incur as a result of such reasonable restrictions and/or scheduling conditions.
14. Maintenance of the Permit Area. PERMITTEE shall, at PERMITTEE's sole cost and expense, and to CITY's satisfaction, maintain the Permit Area in good order and repair,

and in a safe, healthy and sanitary condition at all times during the Term, subject to normal and ordinary wear and tear resulting from PERMITTEE's authorized use of the Permit Area. CITY shall at no time during the Term of this Permit be required to make any improvements or repairs to the Permit Area. PERMITTEE shall keep the Permit Area free and clear of rubbish, debris and litter at all times. PERMITTEE shall keep the Permit Area free and clear of weeds and brush as reasonably directed by CITY and to CITY's reasonable satisfaction.

15. Superior Interests. This Permit is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, permits and licenses, easements, and rights of way pertaining to the Property, whether or not of record. PERMITTEE shall obtain all licenses, permits, and agreements from such third parties as may be or become necessary or reasonably advisable to allow its use of the Permit Area for the Permitted Use, relative to any such superior interest. If PERMITTEE'S use of the Permit Area is or becomes inconsistent or incompatible with a preexisting, superior interest, PERMITTEE shall take such actions and pay all costs and expenses necessary to remove such inconsistency or incompatibility to the satisfaction of the holder of the superior interest.
16. Charter Section 225. Pursuant to City Charter Section 225, PERMITTEE and each of its assignees and sublicensees shall make a full and complete disclosure of the name and identity of all persons and/or entities directly or indirectly involved in this Permit and the precise nature of all interests of all such persons. Each and every person and/or entity proposed to have an interest in this Permit shall be subject to CITY's review and approval, in CITY's sole discretion.
17. Equal Benefits. PERMITTEE will comply with San Diego Municipal Code sections 22.4301-22.4308, as may be amended from time to time, which require PERMITS of CITY-owned property to offer the same employment benefits to employees with spouses and employees with registered domestic partners. By signing this Permit, PERMITTEE certifies that it will maintain such equal benefits throughout the term of this Permit. PERMITTEE'S failure to maintain equal benefits will be a default of this Permit.
18. Equal Pay Ordinance. Unless an exception applies, PERMITTEE will comply with the Equal Pay Ordinance codified in San Diego Municipal Code section 22.4801 through 22.4809. By signing this Permit, PERMITTEE certifies that it will comply with the requirements of the Equal Pay Ordinance throughout the term.
 - 18.1 Lessee and Sublease Requirement. The Equal Pay Ordinance applies to any sublicensee of the Permit Area to the same extent as it would apply to PERMITTEE. PERMITTEE will require sublicensees to certify compliance with the Equal Pay Ordinance.
 - 18.2 Notice Requirement. PERMITTEE must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.
19. Improvements and Personal Property

19.1 Improvements. Upon expiration or termination of this Permit, PERMITTEE shall remove any and all improvements, fixtures, structures, and installations or additions to the Permit Area that were constructed or installed on the Permit Area by PERMITTEE ("PERMITTEE Improvements"); this requirement to remove said PERMITTEE Improvements shall apply to PERMITTEE whether PERMITTEE constructed or installed said PERMITTEE Improvements during the current Term or during any previous time period wherein PERMITTEE, or PERMITTEE's predecessor, was authorized to use the Permit Area. PERMITTEE shall, at PERMITTEE's sole cost and expense, remove PERMITTEE Improvements as soon as practicable, but in no event later than (60) calendar days after the expiration or earlier termination of this Permit. PERMITTEE, at its sole cost and expense, shall be responsible for the repair of any and all damage resulting from the removal of such PERMITTEE Improvements as required by this Permit. If PERMITTEE fails to remove PERMITTEE Improvements as required, CITY may, at its option, remove the same at PERMITTEE's sole cost and expense. Notwithstanding the foregoing, CITY may, upon notice to PERMITTEE at termination or at any time prior to the expiration of the Term, elect to assume ownership of all or any PERMITTEE Improvements as of the expiration or earlier termination of this Permit, at no cost to CITY. If CITY elects to assume ownership of all or any PERMITTEE Improvements, PERMITTEE shall honor such assumption and execute and deliver all necessary and appropriate documents, materials and other items reasonably needed to affect such transfer of ownership to CITY.

20. Restoration of the Permit Area. Prior to the expiration of this Permit, PERMITTEE shall restore the Permit Area to the same or similar condition that existed on the Effective Date, normal wear and tear excepted for Permitted Uses, and upon such expiration immediately vacate the Permit Area. Upon CITY's earlier termination of this Permit, PERMITTEE shall immediately cease all operations on the Permit Area and as soon as practicable restore the Permit Area to the same or similar condition that existed on the Effective Date, normal wear and tear excepted, and vacate the Permit Area.
21. Utilities. Upon prior written approval by CITY in all instances, PERMITTEE shall order, obtain, and pay for all utilities and service and installation charges in connection with its use of the Permit Area.
22. Taxes. PERMITTEE shall pay, before delinquency, all taxes, assessments and fees assessed or levied upon PERMITTEE or the Permit Area during the Term, including the land and any buildings, structures, machinery, equipment, appliances or other improvements or property of any nature whatsoever erected, installed or maintained by PERMITTEE, or levied by reason of PERMITTEE's occupancy, use, development, maintenance or restoration of the Permit Area, including without limitation licensing and permitting costs and fees. PERMITTEE acknowledges that this Permit may create a possessory interest subject to property taxation, and that PERMITTEE may be subject to the payment of taxes levied on that interest. PERMITTEE shall pay all such possessory interest taxes. PERMITTEE's payment for such taxes, fees and assessments shall not reduce any payment due CITY.
23. CITY's Consent, Discretion. CITY's consent or approval under this Permit shall mean the written consent or approval of the Mayor of San Diego or his designee ("Mayor"), unless

otherwise required by law or expressly provided herein, and shall be made in the Mayor's discretion, subject to all applicable laws, rules, regulations and directives of competent governmental authorities.

24. Unauthorized Activities. PERMITTEE shall not engage in any activity on the Property other than the Permitted Use. Any use of the Property that was not previously approved in writing by the CITY or otherwise authorized by this Permit, shall subject PERMITTEE to being liable for all costs and damages associated with inspecting, remediating, and/or taking other actions to ensure that the Property and the Permit Area shall be returned to its condition on the Effective Date, as well as being a basis for immediate termination of this Permit, all of which shall be subject to the sole discretion of the CITY.
25. Improvements/Alterations. PERMITTEE shall not construct any improvements, structures, or installations on the Permit Area, and shall not alter the Permit Area except as otherwise permitted hereunder. Except as required by law, CITY shall not be obligated to make any repair or assume any expense for any improvements or alterations to the Permit Area.
26. Insurance. PERMITTEE shall not enter or come onto the Property, nor begin any use of the Property under this Agreement until it has done all of the following: (a) obtained, and provided to the CITY, insurance certificates reflecting evidence of all insurance required below, however, the CITY reserves the right to request, and the PERMITTEE shall submit, copies of any policy upon reasonable request by the CITY; (b) obtained CITY approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. PERMITTEE's liabilities, including but not limited to PERMITTEE's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and PERMITTEE's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the CITY. The PERMITTEE shall not modify any policy or endorsement thereto which increases the CITY's exposure to loss for the duration of this Agreement.
 - 26.1 Types of Insurance. At all times during the term of this Permit, the PERMITTEE shall maintain insurance coverage as follows:
 - a. Commercial General Liability (CGL). Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$2 million per occurrence and subject to an annual aggregate of \$4 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
 - b. Commercial Automobile Liability. For all of the PERMITTEE's automobiles including owned, hired and non-owned automobiles, the

PERMITTEE shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

- c. Causes of Loss-Special Form Property Insurance. PERMITTEE shall obtain and maintain, at its sole cost, Causes of Loss-Special Form Property Insurance on all of PERMITTEE's insurable property related to the Permitted Uses of the Permit Area under this Permit or the Permit Area in an amount to cover 100 percent (100%) of the replacement cost. PERMITTEE shall deliver a certificate of such insurance to the CITY's Real Estate Assets Department.
- d. Workers' Compensation. For all of the PERMITTEE's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the PERMITTEE shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employer's liability coverage, and the PERMITTEE shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

- 26.2 Deductibles. All deductibles on any policy shall be the responsibility of the PERMITTEE and shall be disclosed to the CITY at the time the evidence of insurance is provided.
- 26.3 Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by this Permit or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the CITY. The CITY will accept insurance provided by non-admitted, "surplus lines" carriers on if the carrier is authorized to do business in the State of California and is included on the list of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.
- 26.4 Modification. To assure protection from and against the kind and extent of risk existing with the Permitted Uses, CITY, at its reasonable discretion, may require the revision of amounts and coverage at any time by giving PERMITTEE thirty (30) days prior written notice. PERMITTEE shall also obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY's reasonable re-evaluation of risk levels related to the Permitted Uses.

- 26.5 Accident Reports. PERMITTEE shall immediately report to CITY any accident causing property damage or injury to persons on the Property or otherwise related to the Permitted Uses. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.
- 26.6 Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the CITY before entering onto the Property or initiating any of the Permitted Uses under this Permit.

Commercial General Liability Insurance Endorsements.

- i. Additional Insured. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you
- ii. Primary and Non-Contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Contractor's insurance and shall not contribute to it.
- iii. Severability of Interest. The policy or policies must be endorsed to provide that the PERMITTEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

Automobile Liability Insurance Endorsements.

- iv. Additional Insured. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased hired or borrowed by or on behalf of the PERMITTEE.
- v. Severability of Interest. The policy or policies must be endorsed to provide that PERMITTEE's insurance shall apply separately to each insured against whom

claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

Worker's Compensation Endorsements.

- vi. Waiver of Subrogation. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the CITY.
27. Indemnification & Hold Harmless. PERMITTEE must protect, defend, indemnify and hold CITY and its elected officials, officers, employees, representatives, agents, and volunteers harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to PERMITTEE's officers, employees, invitees, guests, agents or contractors, which arise out of or are in any manner directly or indirectly connected with this Permit or PERMITTEE's occupancy, use, development, maintenance, restoration, or improvement of the Permit Area, and all expenses of investigating and defending against same, including without limitation attorneys' fees and costs; provided, however, that PERMITTEE's duty to indemnify and hold CITY harmless will not include any established liability arising from the sole negligence or willful misconduct of CITY or its elected officials, officers, employees, representatives, agents, or volunteers. CITY may, at its own discretion, conduct the defense, or participate in the defense of any claim related in any way to this indemnification. If CITY elects to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, PERMITTEE will pay the CITY for all costs related thereto, including without limitation reasonable attorney fees and costs.
28. Nondiscrimination. This Permit is made and accepted upon and subject to the covenant and condition, which will run with the land, that PERMITTEE or any person claiming under or through PERMITTEE will not establish or allow any discrimination against or segregation of any person or group of persons on account of race, color, religion, gender, gender identity, gender expression, disability, sexual orientation, marital status, national origin, ancestry, familial status or source of income in the possession, use or occupancy of the Permit Area or in the selection, location, number, use or occupancy of licensees, sublicensees or vendees in the Permit Area.
29. Accessibility Compliance. PERMITTEE will, as applicable to the Permit Area and PERMITTEE's possession, use, and occupancy of the Permit Area, comply with all accessibility requirements under California Government Code sections 11135-11139.5; Title 24 of the California Code of Regulations; the Federal Rehabilitation Act of 1973, Section 504, Title V; the Americans with Disabilities Act of 1990 (ADA); and all other applicable state and federal laws, rules, and regulations of competent governmental authority protecting the rights of individuals with disabilities. When a conflict exists between any federal or state accessibility requirements, PERMITTEE will follow the most restrictive accessibility requirement (i.e., that which provides the most access).

PERMITTEE's compliance will include without limitation the following:

- 29.1 PERMITTEE will not discriminate against qualified individuals with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.
- 29.2 No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs, or activities of PERMITTEE.
- 29.3 PERMITTEE will include language in each sublicense which indicates the sublicensee's agreement to abide by the provisions of this section 28. PERMITTEE and each of its sub-permittees will be individually responsible for their own ADA employment programs.
- 29.4 PERMITTEE will post a statement addressing the requirements of the ADA in a prominent place at the work site.
- 29.5 Where required by law, all improvements, fixtures, structures, or installations on the Permit Area will comply with municipal, state, and federal accessibility requirements by bringing up to code and making accessible any areas of the Permit Area which deny access to individuals with disabilities. All improvements and alterations will be at PERMITTEE's sole expense.
- 29.6 PERMITTEE's failure to comply with the accessibility requirements of this section 28 or submitting false information in response to these accessibility requirements, or both, will be a default of this Permit.
30. Local Business and Employment. PERMITTEE acknowledges that CITY seeks to promote employment and business opportunities for local residents and firms in all CITY contracts. PERMITTEE will, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, for work associated with this Permit from local residents and firms as opportunities occur. PERMITTEE agrees to hire qualified local residents and firms whenever feasible.
31. PERMITTEE's Risk. PERMITTEE shall bear all risks and liability arising out of or in any manner directly or indirectly connected with the Permitted Use and any damages to the improvements on, under, or in the vicinity of the Permit Area resulting directly or indirectly thereby.
32. Nuisance and Noise Disturbances. PERMITTEE shall not use the Permit Area in any manner which, in the opinion of the CITY creates a nuisance or disturbs the quiet enjoyment of persons in the surrounding area or that violates the CITY's Noise Abatement and Control Ordinance (Chapter 5, Article 9.5 of the San Diego Municipal Code, as amended from time to time).

33. No Assignment or Sublicense. PERMITTEE shall not assign or sublicense any rights granted by this Permit nor any interest therein without the prior written approval of the CITY. Approval of any such proposed assignment or sublicense may be withheld at the sole and absolute discretion of the CITY. Any assignment by operation of law shall automatically terminate this Permit.
34. Signs. PERMITTEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings or similar devices or advertising in the Permit Area without CITY's prior written consent. If any such unauthorized item is found on the Permit Area, PERMITTEE shall remove the item at its expense within twenty-four (24) hours after notice by CITY, or CITY may thereafter summarily remove the item at PERMITTEE's cost.
35. Security and Safety of Permit Area. PERMITTEE shall bear sole responsibility for the security and safety of the Permit Area during the Term. PERMITTEE shall be responsible for the maintenance, cleanup, and securing of the Permit Area. PERMITTEE shall comply with all applicable laws, rules, regulations and directives of competent governmental authorities, at PERMITTEE's sole cost and expense, with respect to maintaining the Permit Area in a safe and secure manner during the Term. CITY has no obligation to provide oversight of the Project or staffing or resources for the maintenance of the Permit Area during the Term.
36. Encumbrances. PERMITTEE shall keep the Permit Area free from all encumbrances and liens of any nature which arise out of or are in any manner directly or indirectly connected with this Permit or the Permitted Use. PERMITTEE shall protect, defend, indemnify, and hold CITY harmless from and against any and all such encumbrances and/or liens, and from and against any claim, liability, cost or expense, including without limitation reasonable attorney fees and costs, relating to or charged against the Permit Area, including without limitation PERMITTEE'S failure or the failure of any contractor or subcontractor hired by PERMITTEE to pay any person or persons referred to in Section 3181 of the California Civil Code or other applicable sections thereof.
37. Compliance with Laws. PERMITTEE shall, at its sole cost and expense, comply with all the requirements of all rules, regulations, ordinances, laws and direction of governing authorities now in effect or which may hereafter be in effect, which pertain to the Permitted Use.
38. Hazardous Materials. PERMITTEE shall not allow the illegal installation, storage, utilization, generation, sale or release of any Hazardous Substance or otherwise regulated substances in, on, under or from the Permit Area. PERMITTEE and PERMITTEE's agents and contractors shall not install, store, utilize, generate or sell any Hazardous Substance on the Permit Area without CITY's prior written consent. PERMITTEE shall, prior to initiating any operations, obtain all required permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a Hazardous

Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment or device which holds or incorporates a Hazardous Substance or hazardous waste.

- 38.1 Release. For all purposes of this Permit, a “release” shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or otherwise disposing of a Hazardous Substance.
- 38.2 Hazardous Substance. For all purposes of this Permit, “Hazardous Substance” shall mean any substance listed by the Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.
- 38.3 Remediation. If PERMITTEE’s occupancy, use, development, maintenance, or restoration of the Permit Area results in a release of a Hazardous Substance, PERMITTEE shall pay all costs of remediation and removal to the CITY’s satisfaction for unrestricted reuse of the Permit Area, and in accordance with all applicable laws, rules, and regulations of governmental authorities.
- 38.4 Removal. If PERMITTEE or PERMITTEE’s agent has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances to the Permit Area, PERMITTEE or PERMITTEE’s agent shall remove all Hazardous Substances in any type of container, equipment or device from the Permit Area immediately upon or prior to the expiration or earlier termination of this Permit. CITY reserves the right to conduct inspections of the Permit Area and/or request documentation demonstrating the legal removal and/or disposal of the hazardous materials, wastes or other containers, equipment or devices from the Permit Area. PERMITTEE shall be responsible for any and all costs incurred by CITY to remove any container, equipment or device requiring disposal or removal as required by this provision.
- 38.5 Indemnity. PERMITTEE shall protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from PERMITTEE’s occupancy, use, development, maintenance, or restoration of the Permit Area, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary CITY response costs; (v) all fines, penalties or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, PERMITTEE’s officers, employees, invitees, guests, agents or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.
- 38.6 Notice of Release. If PERMITTEE knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or beneath the Permit Area, PERMITTEE shall immediately notify CITY and any appropriate regulatory or reporting agency pursuant to California Code of Regulations Title 19 and any other applicable laws or regulations. PERMITTEE shall deliver a written report thereof to

CITY within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If PERMITTEE knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, PERMITTEE shall take all actions necessary to alleviate the danger. PERMITTEE shall immediately notify CITY in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Permit Area.

- 38.7 Environmental Assessment. Upon reasonable cause to believe that PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area resulted in any Hazardous Substance being released on, from or beneath the Permit Area, CITY may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist or Registered Civil Engineer. The environmental assessment shall be obtained at PERMITTEE's sole cost and expense, and shall establish what, if any, Hazardous Substances have more likely than not been caused by PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area, and in what quantities. If any such Hazardous Substances exist in quantities greater than allowed by CITY, county, state or federal laws, statutes, ordinances or regulations, or require future restricted re-use of the Permit Area, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted re-use and in compliance with those laws or statutes, and estimates of the cost of such remediation or removal. PERMITTEE shall cause, or if PERMITTEE fails to do so within a reasonable period of time, as determined by CITY in its sole discretion, then CITY may cause, the remediation and/or removal recommended in the environmental assessment such that unrestricted re-use of the Permit Area and compliance with environmental laws and regulations are achieved, and PERMITTEE shall pay all costs and expenses therefore.
39. Repair. PERMITTEE shall be responsible, at its sole cost and expense, for the repair or replacement of any damage to the Property caused directly or indirectly by PERMITTEE's use of the Property, including items that CITY staff has determined to be damaged. PERMITTEE shall comply with the direction of CITY's Real Estate Assets Department with respect to the method of any repairs or replacement arising under this Permit.
40. Water Quality – Best Management Practices. CITY and PERMITTEE are committed to the implementation of controls (best management practices, or BMPs) to manage activities on the Permit Area in a manner which aids in the protection of CITY's precious water resources. It is PERMITTEE's responsibility to identify and implement an effective combination of BMPs so as not to cause pollutant discharges to the storm drain system in violation of San Diego Storm Water Management and Discharge Control Ordinance (San Diego Municipal Code sections 43.0301 to 43.0312).

Therefore, PERMITTEE will, at a minimum, implement and comply, as applicable, with the Minimum Industrial and Commercial BMPs adopted under the San Diego Municipal Code section 43.0307(a).

It is ultimately PERMITTEE's responsibility to prevent pollutant discharges to the storm drain system. Therefore, PERMITTEE will identify and implement any additional BMPs that may be required to avoid the discharge of pollutants to the storm drain system.

41. Single Use Plastic Reduction Ordinance. Unless an exception applies, Lessee will comply with the Single Use Plastic Reduction Ordinance codified in San Diego Municipal Code sections 66.0901 through 66.0907. By signing this Permit, PERMITTEE certifies that it will comply with the requirements of the single Use Plastic Reduction Ordinance throughout the Term.
42. Grading and Barriers. PERMITTEE shall not change the surface grade or construct any permanent barriers within the Permit Area. Any violations shall be corrected by PERMITTEE at its sole expense to the satisfaction of the CITY and are grounds, at the CITY's option, for immediate termination of this Permit.
43. Waiver. CITY'S failure to insist upon the strict performance of any of PERMITTEE'S obligations under this Permit, in one or more instance, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. The property constituting the Permit Area is CITY-owned and held in trust for the benefit of CITY'S citizens. CITY'S failure to discover a breach of any obligation of this Permit or take prompt action to require the cure of any such breach shall not result in an equitable estoppel, but CITY may at any and all times require the cure of any such breach.
44. Acceptance of Permit Area. By signing this Permit, PERMITTEE represents and warrants that it has independently inspected the Permit Area and made all tests, investigations and observations necessary to satisfy itself as to the condition of the Permit Area. PERMITTEE further represents and warrants that it is not relying on any representation by CITY as to the condition of the Permit Area or its suitability for the Permitted Uses, and that PERMITTEE is relying solely on its own and independent inspections, tests, investigations and observations of the Permit Area in entering into this Permit. PERMITTEE accepts the Permit Area in its current condition. PERMITTEE acknowledges and agrees that unless set forth in this Permit, CITY has no obligation to improve, modify, repair, replace, alter, secure, or otherwise develop the Permit Area at any time either prior to, on or after the Effective Date. PERMITTEE shall not hold CITY responsible for any defects in the Permit Area. PERMITTEE accepts and assumes all risk of harm to all persons and property from any defects in the Permit Area or any improvements thereon, and shall be solely responsible therefore.
45. No Affiliation. Nothing contained in this Permit shall be deemed or construed to create a partnership, joint venture or other affiliation between CITY and PERMITTEE or between CITY and any other entity or party, or cause CITY to be responsible in any way for the debts or obligations of PERMITTEE or any other party or entity.

46. Termination. CITY may terminate this Permit for any reason upon thirty (30) days prior written notice delivered to PERMITTEE by CITY; however, in the event of a default or emergency during which the CITY in its sole discretion determines it necessary to terminate the Permit, termination may occur upon 24 hours prior written notice. PERMITTEE may terminate this Permit for any reason upon thirty (30) days prior written notice delivered to CITY by PERMITTEE.
47. Cumulative Remedies. CITY's rights and remedies under this Permit are cumulative and shall not limit or otherwise waive or deny any of CITY's rights or remedies at law or in equity.
48. Survival. Any obligation which accrues under this Permit prior to its expiration or termination shall survive such expiration or termination.
49. Entire Agreement. This Permit constitutes the entire agreement between the parties and supersedes any and all prior understandings, representations, warranties and agreements between them and pertaining to this Permit and the Permitted Use. Any modification, alteration, or amendment of this Permit shall be in writing and signed by all the parties hereto.
50. Notices. Any notice required or permitted to be given under this Permit shall be in writing and may be served personally or delivered by United States mail, postage prepaid, and addressed to CITY or PERMITTEE, respectively, as follows:

THE CITY OF SAN DIEGO
Attention: Director, Real Estate Assets Department
1200 Third Avenue, Suite 1700 (MS 51A)
San Diego, California 92101
(619) 236-6020

CHOLLAS RC FLYERS
Attention: Current Director/President
2682 Buena Vista Ave.
Lemon Grove, CA 91945

51. Governmental Approvals. By entering into this Permit, neither CITY nor CITY's City Council is obligating itself to PERMITTEE or to any governmental agent, board, commission or agency with regard to any other discretionary action relating to PERMITTEE's occupancy, use, development, maintenance or restoration of the Permit Area. "Discretionary action" includes without limitation re-zonings, variances, environmental clearances and all other required governmental approvals.
52. Inspection of Permit Area. City may at all times enter and inspect the Permit Area.
53. California Public Records Act. CITY shall determine, in its sole discretion, whether this Permit or information provided to CITY by PERMITTEE pursuant to this Permit is or is not a public record subject to disclosure under the California Public Records Act

("CPRA"). PERMITTEE shall hold CITY, its elected officials, officers and employees harmless for CITY's disclosure of any such information in response to a request for information under the CPRA.

54. Authority to Contract. Each individual executing this Permit on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Permit on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Permit is binding upon such person or entity in accordance with its terms. Each person executing this Permit on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid and that such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

IN WITNESS WHEREOF, this Permit is executed to be effective as of the Effective Date.

THE CITY OF SAN DIEGO,
a California municipal corporation

CHOLLAS RC FLYERS,
a California nonprofit corporation

By: _____

Cybele L. Thompson
Director, Real Estate Assets

By: _____

Austin Heilman
Director/President

Environmental Analysis Section Environmental Clearance:

This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15323 (Internal Operations of Facilities for Public Gatherings).

Date: _____

8/12/19

By: _____

Alyssa Muto, Deputy Director
Environment & Policy Analysis

Approved as to form this 3rd day
of September, 2019.

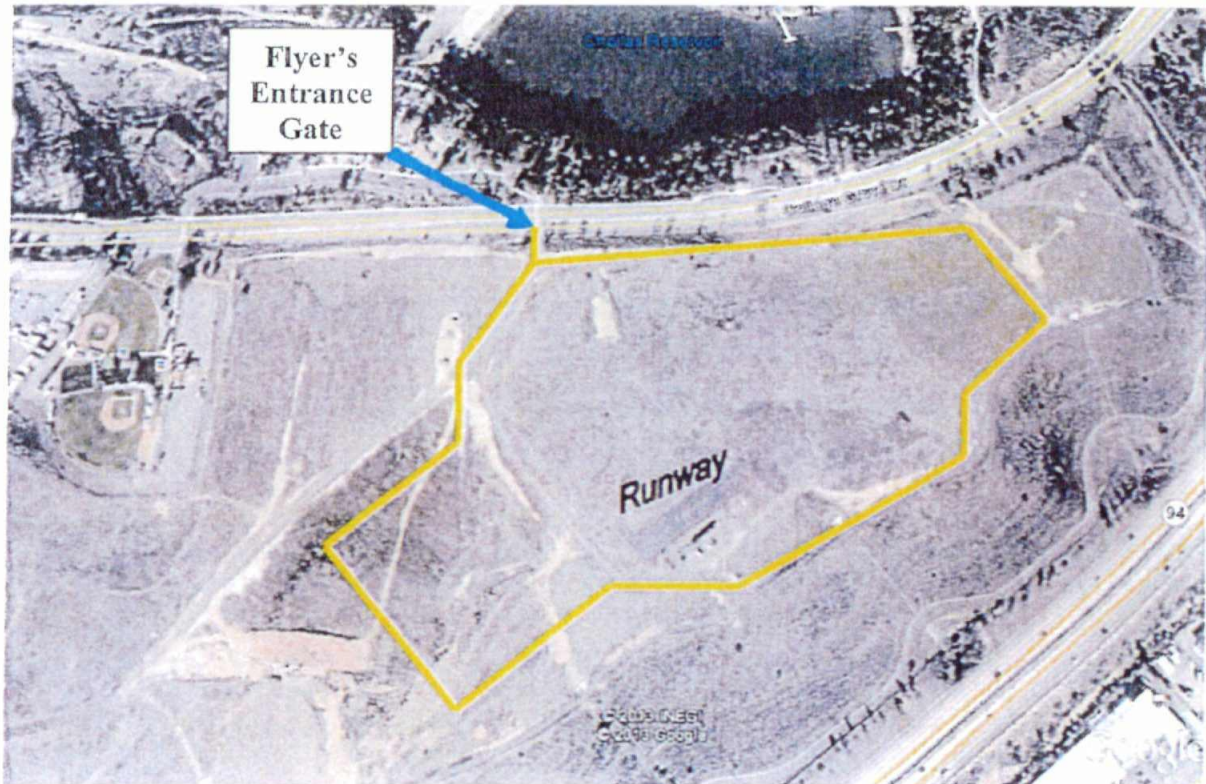
MARA W. ELLIOTT, City Attorney

By: _____

Name: Marco A. Verdugo

Title: Deputy City Attorney

Exhibit A: Permit Area



Academy of Model Aeronautics National Model Aircraft Safety Code

Effective January 1, 2018

A model aircraft is a non-human-carrying device capable of sustained flight within visual line of sight of the pilot or spotter(s). It may not exceed limitations of this code and is intended exclusively for sport, recreation, education and/or competition. All model flights must be conducted in accordance with this safety code and related AMA guidelines, any additional rules specific to the flying site, as well as all applicable laws and regulations.

As an AMA member I agree:

- I will not fly a model aircraft in a careless or reckless manner.
- I will not interfere with and will yield the right of way to all human-carrying aircraft using AMA's *See and Avoid Guidance* and a spotter when appropriate.
- I will not operate any model aircraft while I am under the influence of alcohol or any drug that could adversely affect my ability to safely control the model.
- I will avoid flying directly over unprotected people, moving vehicles, and occupied structures.
- I will fly Free Flight (FF) and Control Line (CL) models in compliance with AMA's safety programming.
- I will maintain visual contact of an RC model aircraft without enhancement other than corrective lenses prescribed to me. When using an advanced flight system, such as an autopilot, or flying First-Person View (FPV), I will comply with AMA's Advanced Flight System programming.
- I will only fly models weighing more than 55 pounds, including fuel, if certified through AMA's Large Model Airplane Program.
- I will only fly a turbine-powered model aircraft in compliance with AMA's Gas Turbine Program.
- I will not fly a powered model outdoors closer than 25 feet to any individual, except for myself or my helper(s) located at the flightline, unless I am taking off and landing, or as otherwise provided in AMA's *Competition Regulation*.
- I will use an established safety line to separate all model aircraft operations from spectators and bystanders.

EXHIBIT C
RULES AND REGULATIONS

CHOLLAS RC FLYERS FIELD RULES

A. GENERAL RULES

1. AMA and City rules and guidelines supersede all club field rules.
2. Insurance coverage is mandatory.
The City of San Diego will only accept coverage by the Academy of Model Aeronautics.
Guests or new members will be required to show their current AMA insurance membership card before flying.
There are no exceptions to this rule.
3. No alcoholic beverages are permitted at the flying site.
4. Guests are welcome.
A club member hosting a guest flyer is responsible for ensuring that club rules are adhered to; and must be present while the guest is at the flying site.
Guests may fly on two separate occasions only.
Those wishing to continue to fly at this site should submit a membership application to the club.
5. Flying privileges for members of other clubs can be approved by the Executive Committee during periods when other club fields are temporarily closed; but for no longer than a 60-day period and then they would have to become members to continue to use the field
6. All members are required to do their part in maintaining the cleanliness of the field. Members must remove their own trash.
7. Club members must leave the flying site if requested by City personnel in order to perform landfill maintenance or other operations or safety activities.
8. At all times, aircraft have the right-of-way. Vehicles must stop before crossing the runway.
9. The entry gate must be locked at all times except for entering or leaving the site. The entry gate may not be left open for any reason (letting friends/guests arrive on their own, etc.)
10. All members and guests must use the club gate for entry or exit to the flying site. No other access is permitted. Club members are restricted to the flying site and no exploring or removal of City property is permitted on any other areas of the landfill.
11. Members will be totally responsible for any personal injury or property damage caused by themselves and/or their equipment and shall assume complete responsibility before resuming regular flying at the field.
12. All club members present at the field will be responsible for ensuring that field safety rules and Insurance Carrier rules are being followed. Serious or repeated infractions should be referred to the Safety Officer in writing.
13. Rules are not a substitute for common sense. These rules are enforced to promote safe flying and courteous treatment of all flying equipment and discourage aggressive behavior and/or flying. The privilege of flying at the Chollas Flying Field by guest or member may be revoked at the decision of the Safety Officer or two or more Executive Committee members on a temporary basis until the issue can be discussed by the majority of the Executive Committee.

B. PRE-FLIGHT PIT RULES

1. A frequency control system is provided at the field. Do not turn on your transmitter without the proper frequency pin in place. Only narrow-band transmitters and receivers will be allowed to fly at this field. 2.4ghz radio systems are exempt from this rule.
2. A pre-flight radio check and control surface deflection check before the first flight of the day is mandatory at the field. No taxiing is permitted in the pit area.

C. FLYING RULES

1. NO flying is permitted over the pit area, Highway 94, Chollas Lake Park or College Grove Drive.
2. Maximum flying height is 400 feet as mandated by both FAA and AMA.
3. Flying is permitted between the hours of 6AM and a half-hour before sunset, 7 days a week.

CHOLLAS RC FLYERS
AMA CHARTER No. 1567
BYLAWS OF CHOLLAS RC FLYERS

ARTICLE I (Structure)

1.01 The name of the club shall be "Chollas RC Flyers"; hereinafter referred to as "CRCF" or "Club".

1.02 The Club shall be operated as a non-profit organization under a charter granted by the Academy of Model Aeronautics (AMA).

ARTICLE II (Goals and Policies)

2.01 The primary goal of the CRCF shall be to provide a framework to further the hobby of model aviation and to promote the goals of the AMA in an atmosphere of brotherhood and fellowship.

2.02 The Club shall, at all times, implement nonpartisan, nonsectarian, nonracial and nondiscriminatory policies in all of its activities.

ARTICLE III (Officers)

3.01 The officers of the club shall be President, Vice President, Secretary, Treasurer and Safety Officer.

3.02 The officers of the Club and the immediate past President or if unavailable, a past club officer will be selected by the President to comprise the Executive Committee. The Executive Committee shall hold meetings as necessary at the discretion of its members to conduct Club business. Special meetings of the Executive Committee may be called upon by any two members of the Committee.

3.03 The duties of the Club officers shall include, but not be limited to the following:

1. President: preside over all general club meetings and meetings of the Executive Committee, appoint all committees and supervise all Club activities.
2. Vice President: assume all the duties of the President in the President's absence and coordinate the activities of all committees
3. Secretary: record the minutes of all Club meetings; conduct Club correspondence, send notices of all special events and maintain Club records.
4. Treasurer: maintain adequate Club financial records, collect all dues and fees. Pay all bills in a timely manner and submit an annual financial statement at the regularly scheduled 4th quarter meeting.
5. Safety Officer: appoints field marshals who will together enforce all safety rules as directed by AMA and CRCF Field Rules. Each member should respect and obey all safety rules when pointed out by either the Safety Officer or Field Marshalls. A member verbally warned of a violation of safety rules may receive written notice from the Executive Committee and possible suspension of flying privileges.

3.04 All checks drawn on Club bank accounts must be signed by the Treasurer. All contracts involving the Club shall be signed by the President and any one of the other elected officers. Any and all expenditures of CRCF funds in excess of \$400 shall be approved by the board majority. Annual expenditures will not exceed \$1,500 unless authorized by a 51% voting majority. **Permit or lease with the city shall be exempt from this requirement.**

3.05 The President will appoint a Nominating Committee of three (3) regular members which will include the immediate past President in October of each year. The Nominating Committee will present at least one

nomination for each elective office at the 4th quarter meeting of the Club. Nominations may be made from the floor subject to personal acceptance by the nominees. Newly elected officers will be installed during the regular first quarter Club meeting.

3.06 Officers will be elected to serve a one year term of office. A member may serve more than one term consecutively as a club Officer provided they are elected annually by a majority of voting members. Early vacancies shall be filled by a majority vote of the membership at a special election to be held at the next regularly scheduled club meeting.

ARTICLE IV (Membership)

4.01 Membership in the CRCF shall be open to persons with an active interest in radio control model aircraft. Members will be responsible for any personal injury or property damage caused and conform to the Club safety rules and Field Rules. A membership may be cancelled by the Executive Committee if an injury, accident or property damage claim is not settled within 60 days by the responsible party. Any member deliberately violating the Club safety or field rules or not acting in a sportsman-like manner may be subject to suspension from the Club or other disciplinary measures including expulsion by action of the Executive Committee.

4.02 The total number of active memberships in the Club will be open unless action by the Executive Committee is necessary to limit membership due to safety concerns at the flying field.

4.03 An applicant for CRCF membership must be a current AMA member. Applicants may be reviewed by the Executive Committee at the Committee's discretion.

There shall be two (2) classes of membership within the Club:

1. Senior: those members eighteen (18) years of age or older
2. Junior: those members under eighteen (18) years old

The rights, privileges and interest of each class of membership shall be equal except the junior must have parental permission to sign their application and cannot vote on Club expenditures exceeding the amount of their annual dues.

4.04 Any person desiring new membership in the CRCF must submit the following:

1. A signed current membership application
2. Proof of current year AMA membership
3. Check including Field charge plus current annual dues (no proration). See the current membership application form for prices.

A signed membership application signifies that the individual is familiar with and will abide by both AMA and CRCF safety rules.

4.05 The President will appoint a Safety Officer and Field Marshalls who will enforce all field rules. Members may receive a verbal warning for infractions of by laws or Field Rules. Additional similar infractions either reported by a member or Safety Office or Field Marshall will result in a written warning from the Executive Committee and a hearing scheduled to determine appropriate discipline.

4.06 Upon receiving a complaint concerning a Club member, the member will be notified in writing of the complaint by the Executive Committee. For a serious or repeated infraction, the Committee may suspend the

member and they will be notified in writing of the suspension and offered the opportunity to appear before the Executive Committee at a mutually acceptable scheduled meeting of the Executive Committee. Failure to appear at the discipline hearing by the charged member will result in indefinite suspension of flying privileges.

4.07 Current AMA members who are not members of CRCF may fly twice as guests of the Club after which they must join the Club to continue flying.

ARTICLE V (DUES and Fees)

5.01 Club dues shall be collected and accounted for by the Treasurer. The Treasurer shall keep such records as are necessary to insure that all members keep their dues current. All dues, fees and assessments collected by the Treasurer become the sole property of CRCF and are not refundable.

5.02 The dues structure of CRCF will be established by the Executive Committee as necessary to meet the financial responsibilities of the Club.

5.03 Special assessment may be levied on the membership after a sixty seven (67%) percent approval vote by a quorum during a Club general meeting.

5.04 Annual Club dues are payable with membership allocation. All current memberships must be reinstated by January 1st of each year with proof of current AMA membership for the coming year. Exceptions can only be granted by the Club President personally.

ARTICLE VI (Meetings)

6.01 Regular scheduled business meetings are normally held once a calendar quarter on a Saturday at the flying field starting at 10AM weather permitting. Any proposed permanent changes in the time and place of the regular meetings must be submitted to a vote of the members for majority approval.

6.02 The use of Robert's Rules of Order will be followed at all official business meetings of the Club unless waived by a majority of those present.

ARTICLE VII (Voting)

7.01 The presence of ten (10%) percent of the paid up members at a regularly scheduled meeting shall constitute a quorum for the purpose of conducting Club business.

ARTICLE VIII (Amendments)

8.01 Member suggestions for changing Club rules, procedures, dues structure, field safety rules, etc. should be submitted in writing to the Executive Committee for evaluation. The committee will report back its findings to the membership.

8.02 Any member may propose a change, addition or amendment to the bylaws. All such proposals shall be submitted in writing to the President for reading to the full membership at the next regularly schedule Club meeting, at which time one (1) written copy of the proposed change shall be passed around to the membership present.

At the next Club business meeting following the presentation of the proposed change to the members, the proposal shall be submitted to the members for a vote. A two-thirds (2/3) majority is required for approval of change.

EXHIBIT D
CITY WAIVER

IMPORTANT: READ COMPLETELY BEFORE SIGNING (2 PAGES)

Participant's Name: _____

Please Print

CHOLLAS RC FLYERS RADIO-CONTROLLED AIRCRAFT FLIGHT ACTIVITY

CITY OF SAN DIEGO

WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

I, ACKNOWLEDGE that flying radio-controlled aircraft is a dangerous activity and fully realize the dangers of participating in the CHOLLAS RC FLYERS RADIO-CONTROLLED AIRCRAFT FLIGHT ACTIVITY ("Flight Activity") and preparation for such Flight Activity.

I FULLY ASSUME THE RISKS associated with my participation in the Flight Activity, any negligence of the City of San Diego and its elected officials, officers, representatives, agents and employees (collectively and individually, the "City"), and the possibility of serious physical and/or mental trauma, injury, permanent paralysis or death associated with my participation in the Flight Activity.

As consideration for permission to use the City's property, facilities, and services related to the Flight Activity, I, **FOR MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVE, ASSIGNEES, AND SUCCESSORS IN INTEREST, AGREE TO THE FOLLOWING:**

1. **Waiver:** I do hereby release, waive, and discharge the City from all liability, and covenant not to sue the City for any and all claims relating in any way to any negligence of the City resulting directly or indirectly in personal injury, accident or illness (including death), and property damage or loss arising from, but not limited to, my participation in the Flight Activity and use of the City's property, facilities, or services.

Date

Signature of Adult Participant

Signature of Parent/Guardian of Minor

PRINT NAME & RELATIONSHIP

2. **Indemnification and Hold Harmless.** I shall protect, defend, indemnify, and hold the City, its elected officials, officers, representatives, agents and employees, harmless from and against any and all claims asserted or liability established which arise out of or are in any manner directly or indirectly related to my participation in the Flight Activity, and my use of the City's property, facilities or services, and all costs and expenses of investigating and defending against same, including without limitation attorney fees and costs, provided, however that my duty to indemnify and hold harmless shall not

include any claims or liability arising from the established sole willful misconduct of the City, its elected officials, officers, representatives, agents and employees. The City may, at its election, conduct the defense or participant in the defense of any claim related in any way to this indemnification. If the City chooses at its own election to conduct its own defense, participant in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, I shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs.

3. **Severability**. I further expressly agree that this City of San Diego Waiver Of Liability Assumption of Risk, and Indemnity Agreement ("Agreement") is intended to be as broad and inclusive as permitted by the law of the State of California and that if any portion hereof is held to be invalid, it is agreed that the balance of this Agreement shall, notwithstanding such partial invalidity, continue in full legal force and effect.

4. **Acknowledgement of Understanding**.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY AND INTEND BY MY SIGNATURE THAT IT BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Date

Signature of Adult Participant

Signature of Parent/Guardian of Minor

PRINT NAME & RELATIONSHIP



Date of Notice: March 15, 2019

NOTICE OF RIGHT TO APPEAL

ENVIRONMENTAL DETERMINATION

PLANNING DEPARTMENT

PROJECT NAME/NUMBER: Use and Occupancy Permit with the Chollas RC Flyers

COMMUNITY PLAN AREA: Mid-City: Eastern Area

COUNCIL DISTRICT: District 4

LOCATION: Chollas Lake Park/Chollas Landfill, 5997 College Grove Drive, San Diego, CA 92115

PROJECT DESCRIPTION: Chollas RC Flyers (Permittee; formerly known as the Chollas Lake Park Flyers) wishes to enter into a new three-year permit to allow their members, members of the Academy of Model Aeronautics (AMA) and guests from other RC Flyers clubs to fly radio-controlled (RC) aircrafts which include model planes, helicopters, and drones within the permit area. This will be their third, continuous, three-year permit.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego

ENVIRONMENTAL DETERMINATION: Categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15323 (Normal Operations of Facilities for Public Gatherings).

ENTITY MAKING ENVIRONMENTAL DETERMINATION: City of San Diego Mayor-Appointed Designee.

STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION:

The City of San Diego conducted an environmental review and determined the project is exempt from CEQA pursuant to State CEQA Guidelines Section 15323 (Normal Operations of Facilities for Public Gatherings), which allows the normal operations of existing facilities for public gatherings for which the facilities were designed, where there is a past history of the facility being used for the same or similar kind of purpose. For the purposes of this section, "past history" shall mean that the same or similar kind of activity has been occurring for at least three years and that there is a reasonable expectation that the future occurrence of the activity would not represent a change in the operation of the facility. The exceptions listed in CEQA Section 15300.2 would not apply in that no cumulative impacts were identified; no significant effects on the environment were identified; the project is not adjacent to a scenic highway; no historical resources would be affected by the action; and the project was not identified on a list of hazardous waste sites pursuant to Section 65962.5 of the Government Code.

CITY CONTACT: Jayne Vanderhagen, Associate Property Agent
MAILING ADDRESS: Real Estate Assets Department, 1200 Third Avenue, Suite 1700, MS 51A
San Diego, CA 92101
PHONE NUMBER: 619-236-6210

On March 15, 2019, the City of San Diego made the above-referenced environmental determination pursuant to the California Environmental Quality Act (CEQA). This determination is appealable to the City Council. If you have any questions about this determination, contact the City Contact listed above.

Applications to appeal the CEQA determination to the City Council must be filed in the Office of the City Clerk within 10 business days from the date of the posting of this Notice (**March 29, 2019**). The appeal application can be obtained from the City Clerk, 202 'C' Street, Second Floor, San Diego, CA 92101.

This information will be made available in alternative formats upon request.

POSTED IN THE OFFICE OF DSD

POSTED: 3/15/2019

REMOVED: 4/8/2019

POSTED: E. Pasoual

CITY ATTORNEY
19 AUG 14 AM 11:59
CIVIL DIVISION