

LICENSE FOR USE OF PROPERTY AT FORMER MCAS TUSTIN		LICENSE NUMBER	
<input checked="" type="checkbox"/> WITHIN CITY OF TUSTIN DEED AREA <input checked="" type="checkbox"/> WITHIN NAVY-LEASED LIFOC AREA			
THIS LICENSE TO USE FORMER MARINE CORPS AIR STATION (MCAS) TUSTIN PROPERTY HEREIN DESCRIBED IS ISSUED BY THE CITY OF TUSTIN, AS THE PROPERTY'S DEED HOLDER OR AS LESSEE OF THE DEPARTMENT OF THE NAVY FOR THE PROPERTY WITHIN THE LEASED LIFOC AREA TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW, BY THE EXECUTION HEREOF THE LICENSEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS AND GENERAL PROVISIONS.			
1. PROPOSED ACTIVITY		2. DATES COVERED (inclusive) Date-Date *Unless otherwise specified in Section 11.2	
3. DESCRIPTION OF PROPERTY			
4. PURPOSE OF LICENSE			
5. LICENSOR City of Tustin 300 Centennial Way Tustin, CA 92780		5a. AUTHORIZED REPRESENTATIVE Jeffrey C. Parker, City Manager 300 Centennial Way, Tustin, CA 92780 (714) 573-3012	
6. LICENSEE Name Address 1 Address 2		6a. AUTHORIZED REPRESENTATIVE Name, Title Phone: Email:	
7. CASH PAYMENT BY LICENSEE (Payable in advance)			
a. AMOUNT \$	b. FREQUENCY PAYMENTS DUE Prior to Start Date	c. FIRST DUE DATE N/A	d. TO: City of Tustin, Attn: Finance Department 300 Centennial Way, Tustin, CA 92780
e. LATE CHARGE (if late 5 business days after due, 10% of overdue amount)			
8. DEPOSIT FOR UTILITIES AND SERVICES (Payable in advance)			
a. AMOUNT N/A	b. FREQUENCY PAYMENTS DUE N/A	c. FIRST DUE DATE N/A	d. TO: N/A
e. LATE CHARGE – N/A			
9. SECURITY DEPOSIT – \$5,000.00			
10. INSURANCE REQUIRED AT EXPENSE OF LICENSEE			
	TYPE	MINIMUM AMOUNT	DEDUCTIBLE/OTHER PROVISIONS
a.	BROAD FORM COMPREHENSIVE, PUBLIC LIABILITY AND PROPERTY DAMAGE, FIRE AND EXTENDED COVERAGE	\$5,000,000 for each occurrence	SEE SECTION 11.
b.	WORKER'S COMPENSATION	Per State Law	SEE SECTION 11.
11. GENERAL PROVISIONS (attached) SEE ALSO SPECIAL PROVISIONS (SECTION 12), LEASE IN FURTHERANCE OF CONVEYANCE (LIFOC) AND QUITCLAIM DEED EXHIBIT C. IN THE EVENT OF ANY CONFLICT WITH THE GENERAL PROVISIONS OR SPECIAL PROVISIONS OF THIS LICENSE, THE LIFOC OR THE QUITCLAIM DEED, AS APPROPRIATE, SHALL PREVAIL AND OVERRIDE THE GENERAL AND SPECIAL PROVISIONS.			
12. EXECUTION OF LICENSE			
FOR	NAME, POSITION AND TITLE	SIGNATURE	DATE
CITY OF TUSTIN (LICENSOR)	JEFFREY C. PARKER City Manager		
LICENSEE (Signatory(ies) for a corporation must be authorized by Board resolution)	NAME TITLE		
APPROVED AS TO FORM:	DAVID E. KENDIG City Attorney		

11. GENERAL PROVISIONS

- 11.1 The City of Tustin ("Licensor") hereby grants to the "Licensee" identified in item 6 of the "License For Use of Property at Former MCAS Tustin" ("License"), this temporary non-exclusive license to use the facilities described in Section 3 of this License and depicted on Exhibit A hereto (the "License Area"). Licensor and its consultants and contractors shall continue to have non-exclusive access to the Hangar for licensing of other portions of the facility, maintenance, planning and design purposes. The Licensee acknowledges that the Licensor has been performing a structural and reuse evaluation of the License Area (Hangar 2) since July 2014, which may result in the need to modify the License Area to accommodate both the Licensor's and Licensee's simultaneous activities.
- 11.2 This License shall commence at 7:00AM PST on the Start Date of the License as noted on the cover sheet and shall continue until 10:00PM PST on the Finish Date noted on the cover sheet, unless extended in accordance with this Section. Licensee may opt to extend the Finish Date by up to XX (X) additional day(s). Subject to the availability of the License Area, Licensor shall agree to the requested extension. In the event of any such extension, Licensee shall pay to Licensor a one-time payment calculated by multiplying the number of additional days included in the extension by \$9,000 ("Extension Payment"). Licensee shall pay the Extension Payment by no later than the Finish Date noted on the cover sheet. This License shall be cancellable upon thirty (30) calendar days written notice from Licensee to Licensor unless Licensee is in Default under the terms of this License, in which case the Licensor may terminate this License upon thirty (10) calendar days written notice to Licensee, without liability to the Licensor.
- 11.3 The use shall be limited to the purposes specified in Section 4 of the License. Licensee will be using only a portion of Hangar 2 as depicted in Exhibit A. Licensor or other licensees may be making other uses of the remainder of Hangar 2 and the surrounding property, which other uses may include, but not be limited to, construction or maintenance of blimps or other aircraft, parking, other commercial uses, commercial, non-profit, civic or other meetings or functions, or filming or related purposes. Licensor will endeavor to provide Licensee 72 hours' notice before such other uses commence when it is feasible to do so.
- 11.3.1 In the event that Hangar 2 is used for filming or similar uses by another licensee (a "Filming Licensee"), it may be necessary to have intermittent brief periods of silence in Hangar 2. If a use will require such intermittent periods of silence, Licensor, Licensee and the Filming Licensee will coordinate a system of communication of such silent periods upon request, and Licensee agrees to cooperate in accomplishing such intermittent periods of silence at no cost or liability to Licensor.
- 11.3.2 Prior to conducting any public relations or political events or tours at Hangar 2, Licensee shall obtain written approval of the event from Licensor, which approval shall be at Licensor's discretion.
- 11.4 Licensee understands that the License Area is part of a former U.S. Naval installation, and that Hangar 2 was constructed and operated as a military facility, and agrees that it is licensing

said License Area in an "as is, where is" condition, in its present condition and without liability to Licensor, without any representation, promise, agreement or warranty on the part of the Licensor regarding such condition and state of repair needed for Licensee's use or occupancy. The Licensee further acknowledges that the Licensor shall not be liable for any latent or patent defects in the License Area. Licensee agrees that it has inspected the License Area and determined that the License Area is suitable for the Licensee's intended use and occupancy.

11.5 This License shall be neither assignable nor transferable by the Licensee. Licensee shall not, without Licensor's prior written consent: (i) assign, convey, mortgage, pledge, encumber or otherwise transfer (whether voluntarily or otherwise) this License, nor any right or interest under it; or (ii) allow any transfer of or any lien upon Licensee's interest by operation of law; or (iii) sublet the License Area or facilities or any part thereof; or (iv) permit the use or occupancy of the License Area or any part thereof by anyone other than Licensee, its officers, employees, agents, servants, guests, invitees, volunteers, contractors of Licensee, and subleasees.

11.6 The use shall be limited to the purposes specified in Section 4 of the License. No additions to, alterations or improvements ("Improvement(s)") of the License Area shall be made by the Licensee without the prior written consent of the Licensor in each and every instance, including the Department of the Navy and the Licensor as it pertains to the respective properties, as applicable. If, and only if, Licensor consents in writing to Improvement(s), Licensee shall be required to secure all required approvals from all governmental agencies, including but not limited to the City of Tustin Community Development Department, and Public Works Department, prior to commencing such Improvement(s). In the event that Licensee desires to make Improvement(s) Licensee shall first submit to Licensor a written description of the proposed work, and if Licensor requires, plans and specifications relating thereto, and shall obtain Licensor's written approval prior to commencing such work. Any digging or subsurface activities of any kind on the License Area shall also require prior written approval from the Licensor and Department of the Navy, and if applicable, a Grading Permit from the City's Building Division.

11.7 Insurance and Indemnification:

11.7.1 Licensee shall provide, and cause each of its contractor(s) and subcontractors (if any) to provide, and maintain at its own expense during the term of this License the following insurance covering all activities proposed and any operations under this License. Such insurance shall be provided with insurers authorized to do insurance business in the State of California, with a rating of at least Am VII or better or A-, X (if offered by a surplus line carrier) according to the latest Best's Key Rating Guide, except that the City will accept Workers Compensation Insurance rated B-VIII or better or from the State Compensation Fund. Evidence of such insurance in the form of Certificates and Insurer Endorsements shall be delivered to City prior to commencing work. The Insurer Endorsements (or a copy of the policy binder, if applicable) shall provide that (1) said insurance shall not be cancelled, except if the insurer provides Licensor thirty (30) days written notice of any cancellation or termination of insurance; (2) commercial general liability and automotive insurance shall be primary to and not

contributing with any other insurance maintained by City, and shall name "the City of Tustin, the Department of the Navy and the Successor Agency to the Tustin Community Redevelopment Agency and their respective officers and employees" (collectively "City Insured Parties"), as additional insureds, and shall provide that all losses shall be payable notwithstanding any act or failure to act or negligence of City, or any other person; (3) shall contain a provision that the insurer waives any right of subrogation against the City Insured Parties which may arise by reason of any payments made under a policy; and (4) if Licensee is self-insured for Workers Compensation, Licensee shall submit to City a copy of its certification of self-insurance. All insurance shall be maintained on an occurrence basis and shall include the following:

1. Commercial General Liability. Commercial General Liability and property damage insurance, contractual, broad form property damage, and bodily injury or death, with a combined single limit of not less than \$1,000,000 per occurrence with respect to personal injury or death, and \$1,000,000 per occurrence with respect to property damage, and if written with an aggregate, the aggregate shall be double the per occurrence limit.
2. Automobile Liability. Automobile Liability Insurance with coverage insurance written on a per occurrence basis with limits of at least \$1,000,000 combined limit for each occurrence covering bodily injury and property damage. Defense costs shall be paid in addition to the policy limits. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles, and be endorsed to eliminate any exclusion applicable to any of them.
3. Workers' Compensation Insurance. To the extent that Licensee has employees, workers' compensation insurance in an amount and form meeting all applicable requirements of the California Labor Code, covering all employees of Licensee and all risks to such persons.
4. Verification of Coverage. The insurer endorsements required herein are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by Licensor.
5. Failure by Licensee to procure or maintain all required insurance shall constitute an Event of Default, upon which Licensor may immediately terminate this License. Licensee's operations shall be subject to suspension by Licensor during any period Licensee fails to maintain any required insurance in full force and effect. The existence or non-existence of insurance shall not in any way affect or reduce the obligations of the Licensee to defend and indemnify Licensor or any other indemnified party under Section 11.7.2, or any other indemnification provision in this License.

11.7.2 Licensee shall defend, indemnify, and save harmless Licensor (the City of Tustin), the U.S. Department of the Navy, and the Successor Agency to the Tustin Community Redevelopment Agency and their agents and employees, officers and managers from, and shall pay all costs, expenses and reasonable attorney's fees for all proceedings in connection with any and all claims and demands, actions, proceedings, losses, liens, costs and judgments of any kind and nature whatsoever, including expenses incurred in defending against legal actions, for death or injury to persons or damage to property and for civil fines and penalties to the extent arising out of the occupation or use of the License Area by Licensee, its officers, employees, agents, servants, guests, invitees, volunteers, contractors, or subleasees, including the following:

- a. Any operation conducted upon or any use or occupation of the License Area by Licensee, its officers, agents, or employees under or pursuant to the provisions of this License or otherwise;
- b. Any act, omission, or negligence of Licensee its officers, agents, or employees;
- c. The loss of, or damage to any property of Licensee by theft or otherwise;
- d. Any failure of Licensee, its officers, agents, or employees to comply with the terms or conditions of this License, or any applicable federal, state, regional or municipal law, ordinance, rule or regulation related to the use or occupancy of the License Area.

11.7.3 Notification of Hazardous Substances. Licensee acknowledges and understands that the License Area may have been used in the past for military or industrial purposes and that hazardous substances may have been released on and beneath said property. In the Department of the Navy's conveyance of a portion of the License Area to the City of Tustin, the Navy provided notice in the Quitclaim Deed G and Environmental Restriction Pursuant to Civil Code Section 1471 (see Exhibit C of this License), that certain hazardous substances may have been stored for one year or more, released or disposed of on the License Area. The type and quantity of such hazardous substances, the time at which such storage, release or disposal took place, to the extent such information is available, and a description of the remediation action taken, if any is contained in Exhibit B of the Quitclaim for Deed Group G. **The Licensee acknowledges and agrees that they have reviewed the subject Quitclaim Deed G and all environmental restrictions, covenants and restrictions which shall be binding on any Licensee activities on the License Area.** Pursuant to the Quitclaim Deed G, Licensee acknowledges that the Federal Government has the right to access the License Area in any case in which a response or corrective action is found necessary on the License Area or such access is necessary to carry out a response action or corrective action on adjoining property. This Federal Government action may require the Licensor to require that the Licensee to vacate the License Area for such period of time, and to such extent, as the Federal Government may determine in good faith is necessary to abate the danger. Neither the City of Tustin nor the Federal

Government shall be liable for the exercise of this authority. The right to enter shall include the right to conduct tests, investigations and surveys, including where necessary drilling, test-pitting, boring and other similar activities. Such right shall also include the right to construct, operate, maintain or undertake any other response or corrective action as required or necessary, including, but not limited to monitoring wells, pumping wells, treatment facilities and the installation of associated utilities.

11.7.4 For the portion of the License Area within the LIFO Area, Licensee acknowledges that Licensor's rights to the property arise solely under the Lease in Furtherance of Conveyance (LIFO) between Licensor and the United States of America executed May 13, 2002. Notwithstanding any provisions of this License, Licensee hereby agree as follows: (1) Licensee shall be bound by and perform all of the terms and conditions to be performed by Licensor under the LIFO to the extent applicable to the License Area and/or Licensee's occupancy under this License; (2) Licensee shall comply with all covenants and conditions of the LIFO respecting Licensor's use and occupancy of the License Area; (3) Licensee shall not do or permit anything to be done in or on the License Area which will cause the occurrence of a default by Licensor under the LIFO; (4) Licensee shall defend, indemnify and hold Licensor harmless from and against any cost, claim, liability, loss or damage occurring by reason of Licensee's breach or default of this License, including, without limitation, the cost of cure, loss of the LIFO, and any attorneys' fees and disbursements incurred in connection with the foregoing; (5) if the LIFO expires or is terminated for any reason, including without limitation, any default by the Licensor or United States of America thereunder, or the United States of America's election to exercise any right to terminate, then this License shall thereupon terminate, without any liability to Licensor (unless such expiration or termination is caused by a material default of Licensor under the LIFO), as if such date were the scheduled expiration date of the term. Licensor shall take all reasonable actions to keep the LIFO in full force and effect during the term of this License. Notwithstanding the preceding sentence, Licensor shall not be required to initiate any legal action. In the event of any conflict in the rights of Licensee under this License and the rights of Licensor under the LIFO, the terms and covenants of the LIFO shall control. A link to a copy of the LIFO is included with Exhibit C.

11.8 Damage and Destruction; Release:

11.8.1 In the event of damage or loss to any improvements situated on the License Area, Licensee shall take all appropriate steps to erect necessary structures to preclude unauthorized access to the License Area and otherwise mitigate hazardous and unsafe conditions within the License Area caused by the damage and destruction. In the event that damage and destruction to the License Area render the License Area unusable for their intended purposes, this License shall terminate in accordance with applicable provisions herein by written notice to Licensor. In such event, Licensee shall be responsible for removing its property from the License Area including all hazardous materials it brought to the License Area, and for reporting, containing, removing and cleaning up any land, air and water pollution resulting from the damage and

destruction which is attributable to Licensee's use of the License Area. Such responsibilities will be carried out by Licensee in a timely manner with due consideration for human health and safety and the protection of the environment.

11.8.2 Release

11.8.2.1 Notwithstanding anything to the contrary in this Section 11, Licensee acknowledges that Licensor has agreed not to require that Licensee provide and maintain property insurance for the License Area. In consideration therefor, Licensee, on behalf of itself, its members, principals, officers, elected officials beneficiaries, trustees, shareholders, partners, heirs, personal representatives, invitees, contractors, subcontractors, successors and assigns (collectively, the "Releasing Parties"), as the case may be, hereby waives the right to recover from and fully and irrevocably releases the City of Tustin and the Successor Agency to the Tustin Community Redevelopment Agency and their respective officers, elected officials, employees, consultants, agents, representatives and contractors (collectively, the "Released Parties"), from and against any and all liabilities, claims, demands, damages, losses, claimed or anticipated profits, expenses, disbursements, professionals' or consultants' fees and expenses, obligations, fines, penalties, actions, causes of action, suits and costs, known or unknown, matured or unmatured, including, without limitation, attorneys' fees and costs and expenses of litigation, of every kind and nature (collectively, "Claims") that each of the Releasing Parties may now have or hereafter acquire arising from or related to the damage or destruction of any improvements located on the License Area, excepting from the foregoing release only those Claims which arise from the willful misconduct or gross negligence of a Released Party. This release includes Claims of which the Releasing Parties are presently unaware or which the Releasing Parties do not presently suspect to exist which, if known by the Releasing Parties, would materially affect the Releasing Parties' decision to release the Released Parties. The Releasing Parties specifically waive the protection of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED THIS SETTLEMENT WITH THE DEBTOR."

In this connection and to the extent permitted by law, the Releasing Parties realize and acknowledge that factual matters now unknown to it may have given or may hereafter give rise to Claims or controversies which are presently unknown, unanticipated and unsuspected, and the Releasing Parties further agree that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that the Releasing

Parties nevertheless hereby intend to release, discharge and acquit the Released Parties from any such unknown Claims.

LICENSEE HAS AGREED TO ENTER INTO THIS LICENSE AND HAS GIVEN THE RELEASED PARTIES MATERIAL CONCESSIONS REGARDING THIS TRANSACTION IN EXCHANGE FOR THE RELEASED PARTIES AGREEING TO THE PROVISIONS OF THIS SECTION 11.8.2.1 BY INITIALING BELOW, LICENSEE ACKNOWLEDGES THAT (A) IT HAS READ AND FULLY UNDERSTANDS THE PROVISIONS OF THIS SECTION 11.8.2.1, (B) IT HAS HAD THE CHANCE TO ASK QUESTIONS OF ITS COUNSEL ABOUT ITS MEANING AND SIGNIFICANCE, AND (C) IT HAS ACCEPTED AND AGREED TO THE TERMS SET FORTH IN THIS SECTION 11.8.2.1.

LICENSOR

LICENSEE

11.8.2.2 Notwithstanding anything to the contrary in this Section 11, Licensee acknowledges that Licensor has agreed not to require that Licensee provide and maintain property insurance for the License Area. In consideration therefor, Licensee, on behalf of itself, its members, principals, officers, elected officials beneficiaries, trustees, shareholders, partners, heirs, personal representatives, invitees, contractors, subcontractors, successors and assigns (collectively, the "Releasing Parties"), as the case may be, hereby waives the right to recover from and fully and irrevocably releases the US Department of the Navy and their respective officers, employees, consultants, agents, representatives and contractors (collectively, the "Released Parties"), from and against any and all liabilities, claims, demands, damages, losses, claimed or anticipated profits, expenses, disbursements, professionals' or consultants' fees and expenses, obligations, fines, penalties, actions, causes of action, suits and costs, known or unknown, matured or unmatured, including, without limitation, attorneys' fees and costs and expenses of litigation, of every kind and nature (collectively, "Claims") that each of the Releasing Parties may now have or hereafter acquire arising from or related to the damage or destruction of any improvements located on the License Area. This release includes Claims of which the Releasing Parties are presently unaware or which the Releasing Parties do not presently suspect to exist which, if known by the Releasing Parties, would materially affect the Releasing Parties' decision to release the Released Parties. The Releasing Parties specifically waive the protection of California Civil Code Section 1542, which provides as follows:

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LICENSOR

LICENSEE

- 11.9 Licensee will at all times during the use of the License Area promptly observe and comply, at its sole cost and expense, with the provisions of all applicable Federal, State, and local laws, regulations, and standards concerning environmental quality and pollution control and abatement, with respect to its use of the License Area. Licensee covenants that it will not improperly generate, use, or store hazardous substances or hazardous waste on the License Area. Licensee shall promptly notify the City of Tustin and supply copies of any notices, reports, correspondence, and submissions made by Licensee to any Federal, State, or local authority, or received by Licensee from said authority, concerning environmental matters or hazardous substances or hazardous waste on, about, or pertaining to the License Area. Licensee shall defend, indemnify and hold harmless the City of Tustin from and against all claims, liabilities, losses, damages and costs, foreseen or unforeseen, which the City of Tustin may incur by reason of Licensee's action or non-action with regard to obligations under this paragraph, and this provision shall survive the expiration or termination of the License.
- a. Licensee shall at a minimum maintain, keep and restore the License Area to the same condition as originally provided by the Licensor at its sole cost and expense.

- b. Licensee shall not make or permit to be made any use of the License Area or any part thereof (i) which would violate any of the covenants, agreements, terms, provisions, and conditions of this License; or (ii) which would directly or indirectly violate any federal, state or local law, ordinance, rule or governmental regulation; or (iii) which will suffer or permit the License Area or any part thereof to be used in any manner or permit anything to be brought onto or kept thereon which, in the reasonable judgment of Licensor, shall in any way impair or tend to impair the character, reputation or appearance of the License Area or which will impair or interfere with or tend to impair or interfere with any of the services performed by Licensor.
- c. Licensee shall not display, inscribe, print, maintain or affix on any place in or about the License Area any sign, notice, legend, direction, figure or advertisement, except as may be approved by Licensor in writing.
- d. Licensee shall comply with all laws, enactments, rules, ordinances and regulations of all governmental authorities relating or applicable to Licensee's occupancy of the License Area governing use of the License Area. Licensee shall obtain all permits and licenses required by the City of Tustin and shall pay all required fees.

11.10 Discrimination and Equal Opportunity.

11.10.1 The Licensee covenants and agrees for itself and for every person claiming by, through or under Licensee, that (a) it shall not discriminate against any employee or applicant for employment on any basis prohibited by law and (b) it has received, read, understands and agrees to be bound with respect to the entirety of the License and License Area and by the non-discrimination covenant contained in the Federal Deed which states as follows:

***“Non-Discrimination.** GRANTEE (“City of Tustin”) covenants for itself, its successors and assigns, that it will comply with all applicable provisions of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act of 1975 in the use, occupancy, sale or lease of the Property. The foregoing shall not be construed to prohibit the operation of federal or state approved programs focusing on the special needs of the homeless, veterans, victims of domestic violence and other classes of persons at risk; nor shall it be construed to prohibit employment practices not otherwise prohibited by law. The GRANTOR (“Government”) shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction”.*

The Licensee shall provide equal opportunity in all employment practices.

11.10.2 **Obligation to Refrain from Discrimination.** The Licensee covenants and agrees for itself and each and every person claiming by, through or under Licensee in interest to the License Area or any part thereof or any of its activities under the License Area or in construction or work 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 in the License use, occupancy, tenure or enjoyment of the License Area or in construction or work on the License Area, 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 with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, subleasees or vendees of the Licensee or in construction work on the License Area.

- 11.11 In addition to access required under other provisions of this License, the Licensor and the Department of Navy and their representatives shall be allowed access to the License Area at all times throughout the term of this License and as further shown on Exhibit A, for any purpose without prior written notice to the Licensee. The Licensee shall ensure that the Licensor has a current roster of on-call personnel and their phone numbers, including an up-to-date 24-hour contact person and phone number. Licensee shall have no claim on account of any entries against the City of Tustin, Department of the Navy, or any officer, agent, employee, contractor or subcontractor thereof.
- 11.12 Violation of any requirement listed in Section 11 or any of the Special Provisions identified in Section 12 shall, at Licensor's sole option, be grounds for immediate termination of the License, at no cost or liability to the Licensor.
- 11.13 Upon expiration, termination, or surrender of this License (except in the event of damage or destruction under Section 11.8.1), to the extent directed by the Licensor, the Licensee shall remove all temporary facilities made or installed on the License Area, and restore the License Area to the same or as good condition as existed on the date of entry under this License.
- 11.14 The location of the proposed use shall substantially conform to Exhibit A and Section 3 of License (Description of Property). Any modifications will need to be provided and approved in writing by the signatory of the Licensor, or their designee and will then be incorporated into the License Agreement by written amendment. In addition, Licensor may modify License with 10-days prior written notice or immediately in the event of default under License by Licensee.
- 11.15 The Licensee shall comply with all requirements of the Occupational Safety and Health Administration.
- 11.16 Trash disposal shall comply with CR&R Incorporated and City of Tustin standards.

- 11.17 All requirements of the City’s Noise Ordinance (Chapter 6 of the Tustin City Code) shall be met at all times. Licensee shall provide Licensor with the cell phone number of one or more individuals, at least one of whom will be located on the premises at all times that operations are occurring, and each of whom shall have authority to take corrective measures to ensure compliance with the noise ordinance in the event that Licensor receives complaints regarding noise from others.
- 11.18 The Licensee may not access, nor permit any of its officers, employees, agents, servants, guests, invitees, volunteers, contractors, or subleasees to access any areas other than the License Area described in Section 3 of this License, and depicted on Exhibit A hereto.
- 11.19 The Licensee shall ensure controlled access to the License Area is maintained via Hangar Gate #1 at the intersection of Warner Avenue and Legacy Road as identified in the Special Provisions and in Exhibit A. **Hangar Gate #1 shall be the Licensee’s sole authorized access to the License Area and Licensee will be responsible for ensuring that no unauthorized persons or vehicles access the License Area and overall Tustin Legacy property.** The Licensee shall have an individual posted at the gate at all times while gate is in use. The general public, members of the media, etc. are not permitted access without receiving prior written permission from the Licensor. Use of Hangar 2 is limited to the main open bay only with primary access via the large hangar doors and emergency access via Pedestrian Door P1 and Roll Up Doors R1, R4 and R5 as depicted in Exhibit A. Access to any of the side rooms, offices, and catwalks or rafters, including anything above the main floor or any exterior buildings/structures is expressly prohibited unless prior written authorization has been granted by Licensor.

BY INITIALING BELOW, LICENSEE ACKNOWLEDGES THAT (A) IT HAS READ AND FULLY UNDERSTANDS THE PROVISIONS OF THIS SECTION 11.19, (B) IT HAS HAD THE CHANCE TO ASK QUESTIONS OF ITS COUNSEL ABOUT ITS MEANING AND SIGNIFICANCE, AND (C) IT HAS ACCEPTED AND AGREED TO THE TERMS SET FORTH IN THIS SECTION 11.19.

LICENSOR

LICENSEE

- 11.20 Except for ingress and egress, the Licensee must keep Hangar Gate #1 and adjacent roadways free and clear at all times. The Licensee is responsible for securing the site; including keeping all doors and gates closed and locked during hours when use of the site is not permitted.
- 11.21 Licensor is not responsible for providing security services for the Licensee, the Licensee’s equipment or property, or the site during the license period.
- 11.22 WAIVER OF CLAIMS.

11.22.1 As a material part of the consideration to be rendered to Licensor for this License, Licensee hereby waives any and all claims or causes of action against the City of Tustin and the Successor Agency to the Tustin Community Redevelopment Agency and their respective officers, agents, or employees which it may now or hereafter have for damages to, loss of, or theft of Licensee's vehicles or other property anywhere in, about, or on the Former Marine Corps Air Station (MCAS) Tustin property, including, but not limited to, the License Area, from any cause whatsoever, unless such damage, loss, or theft results from the sole negligence, gross negligence or willful misconduct of the City of Tustin or the Successor Agency to the Tustin Community Redevelopment Agency or their officers, agents, or employees.

11.22.2 As a material part of the consideration to be rendered to Licensor for this License, Licensee hereby waives any and all claims or causes of action against the US Department of the Navy and their respective officers, agents, or employees which it may now or hereafter have for damages to, loss of, or theft of Licensee's vehicles or other property anywhere in, about, or on the Former Marine Corps Air Station (MCAS) Tustin property, including, but not limited to, the License Area, from any cause whatsoever.

- 11.23 BAILEE DISCLAIMER. Licensee acknowledges and agrees that Licensor has granted its permission for use of the License Area only for the purposes and in accordance with the provisions of this License. By entering into this License, Licensor is not agreeing in any manner to accept obligations or responsibility for the safekeeping of the vehicles or other property of Licensee or of Licensee's agents, contractors, officers, employees or invitees. This License is not a contract for bailment or deposit of goods for safekeeping and Licensor in no manner whatsoever purports to be a bailee.
- 11.24 The interim use shall be discontinued and the License Area cleared of all debris, and stored items upon termination of the original and any written approved extension of the term of this License as may be granted by the Licensor, which in any event shall not be later than one (1) day following termination of this Agreement by the Finish Date and Time per Section 11.2. The License Area, including the hangar floor and all surrounding grounds, shall be returned to the same condition as existed prior to commencement of this License to the satisfaction of the Licensor. The potable water system, storm drains and sewer facilities are inoperable and Licensee shall be responsible for removal by mechanical means any water used for to clean the floor. No wet-downs may occur within twenty feet (20') of the offices and rooms along the inside of the hangar – to prevent flooding of the adjacent rooms.

PUBLIC WORKS

- 11.25 The Licensee shall not alter the existing drainage patterns or drainage facilities serving the License Area without the permission of the Licensor and City Engineer.
- 11.26 This development shall comply with all provisions of the City of Tustin Water Quality Ordinance and all Federal, State, and Regional Water Quality Control Board rules and

regulations, including keeping the licensed site, and public roadways, including but not limited to Warner Avenue, clear of any dirt or mud tracked out of the parking area.

COMMUNITY DEVELOPMENT

11.27 Any and all subcontractors of Licensee must have all required permits, licenses, approvals insurance etc. for proposed activities from the appropriate entities. Example: drone usage.

ECONOMIC DEVELOPMENT

11.28 Licensee agrees to allow footage from commercial or production of commercial to be used by Licensor for marketing materials subject with approval from Licensee.

12. SPECIAL PROVISIONS

Use:

12.1 A security deposit in the amount of \$5,000 shall be provided prior to the Start Date. This money shall be applied against damages to the License Area directly caused by Licensee's acts, negligence, or omissions on the License Area, and may be retained until such time as Licensee restores the License Area to the same condition as existed prior to the commencement of this License, as reasonably determined by the Licensor. Licensee shall replenish the full deposit amount specified in Section 9 within five (5) business days of the request therefor by Licensor. Failure to timely replenish the security deposit shall constitute a default. Licensor shall return the deposit to Licensee if there are no damages, and once the License Area is restored to the same condition as existed prior to the commencement of this License, as described in the final walk-through (per paragraph 12.10 below) within ten (10) business days of the Licensee vacating the License Area.

12.2 Licensee shall defend, indemnify and hold the City of Tustin and Department of the Navy and their employees, officers, managers, agents and contractors (collectively the "Indemnified Parties") harmless from any costs, expenses, liabilities, fines or penalties resulting from discharges, emissions, spills, storage, or disposal of toxic, hazardous or solid waste substances or pollutants or contaminants arising from occupancy, use or operations, or any other action, by Licensee, Licensee's employees, contractors, subcontractors, or any person or entity associated with the Licensee giving rise to liability, civil or criminal, or any other action by Licensee giving rise to responsibility under federal, state, or local environmental laws, or to any claim or assertion thereof (collectively referred to herein as "Covered Claims"). Licensee's obligations hereunder shall apply whenever an Indemnified Party incurs costs, liabilities, or defense costs directly or indirectly resulting from a Covered Claim. This provision shall survive the expiration or termination of this License. Environmental contamination in existence at the License Area prior to the term of this License and the continued migration of existing environmental contamination shall not be construed as a discharge, spill, release, emission, storage, or disposal by the Licensee, except to the extent that the Licensee's use, occupancy or operations aggravate, accelerate, or otherwise exacerbate the migration.

12.3 The Licensor will not be responsible for any lost, stolen or damaged property of Licensee or Licensee's employees, contractors, subcontractors, or any person or entity associated with the Licensee.

12.4 No utilities or services will be provided. Licensee shall not access any of the existing water, electricity or sewage systems, including restroom facilities.

12.4.1 Licensee shall coordinate with the City's Caretaker to install generators to power the large Hangar doors.

12.5 No smoking or alcohol consumption is permitted anywhere on or within the License Area.

12.6 The large Hangar doors may not be operated in conditions when winds exceed (or are expected to exceed) 20 miles per hour.

12.7 The License Area may become unusable due to rain or other types or precipitation. Licensor reserves the right to restrict access to the License Area under certain weather conditions.

12.8 Any driving within or around Hangar 2 is limited to 30 MPH. K-rail or similar protective measures must be put in place for any activities over that speed limit.

Access:

12.9 Activities will be coordinated with Licensor's Representative.

12.10 Licensee and Licensor will jointly inspect the License Area prior to (within 5 days prior to the Start Date) and following Licensee's use of the License Area, noting in writing, all existing damage and trash, if any. Licensee shall notify the Licensor 48 hours in advance of License termination and departure to arrange for a site walk-through for inspection purposes. Licensor agrees to submit to Licensee a detailed list in writing, within fifteen (15) days of the Licensee vacating the License Area, of all claimed damages to the License Area for which Licensee is responsible. Licensor shall permit Licensee's representatives to inspect such damage. In the event that any damage to the License Area is caused by Licensee, Licensee's employees, contractors, subcontractors, or any person or entity associated with the Licensee, Licensee agrees to pay for and/or perform all necessary repairs.

12.11 Licensee acknowledges that Hangar 2 contains areas where environmental issues are known to exist (for example, lead based paint, asbestos, mold, etc.) and to the best of Licensor's knowledge, those areas are locked and posted accordingly. As a result, and for the safety of Licensee and its employees and other invitees, **access to any locked or posted area is prohibited at all times.**

Environmental:

12.12 Licensee shall not use or access groundwater, and shall not disturb or cause to disturb groundwater monitoring wells and equipment. The existing above- and below-ground remediation and monitoring equipment is owned by the Department of the Navy. The Licensee shall be responsible to repair to the satisfaction of the Department of the Navy any damage associated with this equipment, which are primarily located along the north, south, and east side of the hangar as depicted in Exhibit A.

12.13 Licensee shall not conduct any subsurface excavation, digging, drilling or other disturbance of the surface without the prior written approval of Licensor and/or Department of the Navy. In the event the Licensor authorizes any subsurface work, the Licensee acknowledges that it is solely responsible to determine the location of all utilities and subsurface structures that may pose any danger to themselves or others. In addition to releasing the Licensor for any and all liability for subsurface utilities and structures, the undersigned hereby agrees to indemnify, defend and hold harmless the City of Tustin, its Directors, Officers, Agents, Employees, Engineers and Consultants from any and all claims, judgments, costs and demands which arise out of or are in any way related to the operations of the undersigned, including but not limited to any excavation, drilling or other underground or subsurface work which the undersigned or its contractors, subcontractors or others perform at MCAS-Tustin.

12.14 Licensee is prohibited from storing, treating or disposing of any toxic or hazardous materials, including any materials that are explosive, flammable or pyrotechnic in nature without obtaining prior written authorization from the Licensor and any other applicable approval authority (Department of the Navy, Orange County Fire Authority, etc.)

12.15 Licensor's rights under this License specifically include the right for Licensor officials to inspect upon reasonable notice the License Area for compliance with environmental, safety and occupational health laws and regulations, whether or not Licensor is responsible for enforcing them. Such inspections shall not interfere with Licensee's activities unless immediate entry is required for safety or security reasons or in the event of an emergency. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. Licensor normally will give Licensee (24) hours prior notice of its intention to enter premises unless it determines the entry is required for safety, environmental, operations or security purposes. Licensee shall have no claim on account of any entries against the City of Tustin, Department of the Navy, or any officer, agent, employee, contractor or subcontractor thereof.

EXHIBIT A

Description of License Area

Licensed activities will occur on portions of Lots 24, 26, R, LLLL, and NNNN (City Deed Area) and 25 and MMMM (Navy-Leased LIFO Area) of Tract No. 17404, including an interior area (240' x 1000') within Hangar 2 on Lot 25 and only the portion of the exterior areas depicted as License Area outside of Hangar 2.

Attachment 1: License XX-XXX Access and License Area (showing parcels)

Attachment 2: License XX-XXX Access and License Area (without parcels)

Attachment 3: Description of Activities

EXHIBIT B

Certificate of Insurance and Insurer Endorsements

EXHIBIT C

“Lease in Furtherance of Conveyance (LIFOC) between Licensor and the United States of America, dated May 13, 2002”

[Licensor has made the document available for viewing at <http://econnect.tustinca.org/weblink8/0/fol/22630/Row1.aspx> due to its large size.]

and

“Navy Quitclaim Deed G and Environmental Restriction Pursuant to Civil Code Section 1471, dated May 13, 2002”

[Licensor has made the document available for viewing at <http://econnect.tustinca.org/weblink8/0/fol/280890/Row1.aspx> due to its large size.]