

1 landing zone is hereby described as a portion of Earthquake Valley, east of County Road
2 S-2, and just north of North Pinyon Mountain Road (dirt road), Township 13 East,
3 Range 5 South, in the Southeast ¼ of the Northwest ¼ of Section 12, and shown in detail
4 on the attached Exhibit "B".

5

6

**THIS PERMIT IS ISSUED SUBJECT TO THE FOLLOWING
TERMS, COVENANTS AND CONDITIONS**

7

8

9 1. The purpose of this permit is to allow PERMITTEE to access the Kwaaymii Point
10 site and launch / land nonpowered hang gliders and paragliders and to land at the
11 Earthquake Valley site. All persons using the designated launch / landing site at
12 Kwaaymii Point and the designated landing zone in Earthquake Valley shall be members
13 of the San Diego Hang Gliding and Paragliding Association and shall be in possession of
14 membership identification. The granting of this permit does not allow PERMITTEE to
15 launch or land nonpowered hang gliders and paragliders on any other lands within the
16 boundaries of the Anza-Borrego Desert State Park® or any other park within the
17 California State Park System.

18

19 2. The term of this permit will be for one (1) year from January 1, 2008 through
20 December 31, 2008. PERMITTEE will have the option to renew this permit each year
21 thereafter at PERMITTEE's request provided PERMITTEE exercises such option a
22 minimum of sixty (60) days prior to the termination date, subject to acceptable
23 performance and upon approval of STATE.

24

25

26

27

28

1 3. PERMITTEE will pay an administrative fee to STATE in the amount of Five
2 Hundred Dollars (\$500.00) for this permit and no less than Five Hundred Dollars
3 (\$500.00) for each option year hereafter. The fee will be made payable to the Anza-
4 Borrego Desert State Park® and delivered to the Anza-Borrego Desert State Park®
5 Headquarters at 200 Palm Canyon Drive, Borrego Springs, California 92004 concurrently
6 with the return of this permit and each renewal permit hereafter.

7

8 4. The exercise of any of the privileges granted by this permit constitutes acceptance c
9 all the regulations for the State Park System now in effect or herein after adopted.

10

11 5. PERMITTEE will not cut, damage, disturb or remove any trees, shrubs or
12 vegetation without the prior written consent of the State Park Superintendent, or
13 authorized representative.

13

14 6. This permission is subject to all valid and existing contracts, leases, licenses,
15 encumbrances, and claims of title which may affect said property, and the use of the
16 word "grant" herein shall not be construed as a covenant against the existence of any
17 thereof.

18

19 6. PERMITTEE hereby waives all claims and recourse against STATE for loss or
20 damage to persons or property arising from, growing out of, or in any way connected with
21 or incident to this permit. PERMITTEE agrees to indemnify, save harmless, and defend
22 STATE, its officers, agents and employees against any and all claims, demands or
23 causes of action that may be brought against STATE, its officers, agents, and employees
24 arising out of or in any way connected with or incident to this permit.

24

25

26

27

28

1 8. The route of travel to the Kwaaymii Point launch site for the purposes herein will
2 be on the State Park access road, designated "Authorized Vehicles Only", as shown on
3 the attached Exhibit "A." STATE will not be responsible for maintaining the access road
4 during the term of this permit.

5 9. This permit does not constitute a deed or lease or grant of easement by STATE.
6 STATE will retain at all times full dominion and possession of the hereinafter described
7 property.

8
9 10. This permit will terminate at the end of the term as provided for in Paragraph
10 herein except that STATE reserves the right to terminate at any time during said period
11 upon giving notice to PERMITTEE of STATE'S intention to terminate.

12 11. This permit will not, nor will any interest herein or thereunder, be assigned,
13 mortgaged, hypothecated, or transferred by PERMITTEE, whether voluntary or
14 involuntary or by operation of law, nor shall PERMITTEE let or sublet or grant any license
15 or permit with respect to the use and occupancy of the Anza-Borrego Desert State Park
16 or any portion thereof, without the written consent of STATE being first had and obtained.

17 12. PERMITTEE agrees that a waiver by STATE of any breach or violation of any
18 terms, covenant or condition of this permit will not be deemed to be a waiver of any other
19 term, covenant or condition contained herein or a waiver of any subsequent breach or
20 violation of the same or any other term, covenant or condition.

21
22 12. Any notice, demand or request required or authorized by this permit to be given or
23 made to or upon STATE, will be deemed properly given or made if delivered, by certified
24 mail postage prepaid, or in person, to the Superintendent, Anza-Borrego Desert State
25 Park, 200 Palm Canyon Drive, Borrego Springs, California 92004.

26
27
28

1 Any notice, demand or request required or authorized by this permit to be given or
2 made to or upon PERMITTEE, will be deemed properly given or made if delivered, by
3 certified mail postage prepaid, to San Diego Hang Gliding and Paragliding Association,
4 P. O. Box 420973, San Diego, California 92142-0973.

5 14. PERMITTEE will, at all times during the term of this agreement, maintain in full
6 force and effect, with respect to this agreement, a policy or policies of public liability and
7 property damage insurance with limits of \$1,000,000 for bodily injury liability and
8 \$1,000,000 property damage liability naming the State of California, Department of Parks
9 and Recreation, as additional insured, and will furnish STATE with a copy of the
10 certificate or certificates of insurance concurrently with the execution of this permit by
11 PERMITTEE. Said policy or policies will state that the insurance company will not cancel
12 during the term of this permit and that STATE shall not be liable for payment of any
13 premiums or assessments on said policy or policies. In the event PERMITTEE fails to
14 keep in effect at all times insurance coverage as herein provided, STATE may, in
15 addition to any other remedies it may have, terminate this permit and all rights and
16 privileges of PERMITTEE hereunder.

17 15. Amendments or changes to this permit will be only in writing and by the State Park
18 Superintendent or authorized representative.

19
20
21
22
23
24
25
26
27
28