

EXHIBIT "B"

FEDERAL AVIATION ADMINISTRATION AGREEMENT COVENANTS

1. The County reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the LICENSEE, and without interference or hindrance.
2. The County reserves the right, but shall not be obligated to the LICENSEE to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the LICENSEE in this regard.
3. This License shall be subordinate to the provisions and requirements of any existing or future agreement between the County and the United States, relative to the development, operation or maintenance of the Airport.
4. There is hereby reserved to the County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein permitted. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Placerville or Georgetown Airports.
5. LICENSEE agrees to comply with the notification and review requirement covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the permitted premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the permitted premises.
6. The LICENSEE by accepting this License expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the land permitted hereunder in excess of twenty (20) feet. In the event the aforesaid covenants are breached, the County reserves the right to enter upon the land permitted hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the LICENSEE.
7. The LICENSEE by accepting this License agrees for itself, its successors and assigns that it will not make use of the permitted premises in any manner which might interfere with the landing and taking off of any aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the County reserves the right to enter upon the premises hereby permitted and cause the abatement of such interference at the expense of the LICENSEE.
8. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).
9. This License and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.