



City of San Diego
Development Services
 1222 First Ave., MS-302
 San Diego, CA 92101
 (619) 446-5000

THE CITY OF SAN DIEGO

No FAA Notification Self-Certification Agreement

**FORM
 DS-503**
 MAY 2013

This agreement is made by and between the City of San Diego, a Municipal Corporation [City] and the owner or owner's duly authorized representative of real property [Property Owner], located at

(PROPERTY ADDRESS)

and more particularly described as

(LEGAL DESCRIPTION)

(PROJECT APPROVAL No.s.)

in the City of San Diego, County of San Diego, State of California [Property].

Per Section 77.15 of Title 14 of the Code of Federal Regulations ([CFR Part 77](#)), no person is required to notify the Federal Aviation Administration (FAA) for any object that would be shielded by existing structures of a permanent and substantial character or by natural terrain or topographic features of equal or greater height, and would be located in the congested area of a city, town, or settlement where it is evident beyond all reasonable doubt that the structure so shielded will not adversely affect safety in air navigation.

The City will not require notification to the FAA if a professional, licensed by the state of California to prepare construction documents provides certification on their plans along with their signature and registration stamp that the structure(s) or modification to existing structure(s) shown on the plans do not require Federal Aviation Administration notification because per Section 77.15 (a) of Title 14 of the Code of Federal Regulations [CFR Part 77](#), notification is not required.

In consideration of the grant of permission by the City of San Diego to allow the self certification of the determination of no requirement to notify FAA under section 77.15 of Title 14 of the Code of Federal Regulations [CFR Part 77](#), the applicant covenants and agrees with the City of San Diego as follows:

1. Should it be subsequently determined by the City, Airport Land Use Commission, State, or the Federal Aviation Administration, or any other government agency that the proposed project is required to notify the Federal Aviation Administration under [CFR Part 77](#), the City assumes no responsibility or liability for any changes required to the submitted construction drawings and documents and to the structures installed on the project site as a result of and to achieve consistency with the FAA's determination of No Hazard to Air Navigation.
2. The applicant certifies that said owner(s) acknowledges and accepts that the construction drawings and documents that are part of the ministerial approval application as well as the construction in the field may have to be revised as necessary to comply with the FAA Determination of Hazard to Air Navigation. The applicant also acknowledges that if a Determination of Presumed Hazard is made by the FAA, that the City will stop all construction until a Determination of No Hazard to Air Navigation is made by the FAA for the project or a permit from the California Department of Transportation is obtained in accordance with Public Utilities Code Section 21659. The applicant acknowledges that this may cost the applicant more money in permitting and construction costs, as well as delays in project construction.
3. Furthermore, the applicant certifies that said owner(s) acknowledges and accepts all responsibility for changes required to the submitted construction drawings and documents and to the structures installed on the project site as a result of and to achieve consistency with the FAA's determination. The applicant acknowledges and accepts that the City assumes no responsibility for said changes and the impacts that result to the development as a result. The applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents,

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officers, or employees, including, but not limited to, any to any action to attack, set aside, void, challenge, or annul this development approval or decision.

The City will promptly notify applicant of any claim, action, or proceeding and, if the City should fail to cooperate fully in the defense, the applicant shall not thereafter be responsible to defend, indemnify, and hold harmless the City or its agents, officers, and employees. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the applicant shall not be required to pay or perform any settlement unless such settlement is approved by applicant.

4. Lastly, the applicant certifies that said owner acknowledges and accepts that additional plan review and inspection fees may be required if additional staff reviews of the revised drawings and documents or additional inspections are necessary to reflect the final design of the development to be consistent with a FAA Determination of Hazard to Air Navigation

(SIGNATURE)

(PRINT NAME & TITLE)

(COMPANY ORGANIZATION NAME)

(DATE)