

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
N6871193RP03Q15PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO. TWO	3. EFFECTIVE DATE 2000 JANUARY 10	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY SOUTHWEST DIVISION NAVAL FACILITIES ENGINEERING COMMAND REAL ESTATE DEPARTMENT, 5GPA 1220 PACIFIC HIGHWAY, ROOM 130 SAN DIEGO, CA 92132-51797		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CITY OF SAN DIEGO PROPERTY DEPARTMENT, MAIL STATION 51-A 1200 THIRD AVENUE, SUITE 1700 SAN DIEGO, CA 92101 EXPIRES 21 OCTOBER 2003		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N6871193RP03Q15 10B. DATED (SEE ITEM 13)	
CODE CNRSW	FACILITY CODE N00242		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference of to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIED THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDERED IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
XX	D. OTHER (Specify type of modification and authority) BY MUTUAL AGREEMENT OF BOTH PARTIES.

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

THE PURPOSE OF THIS MODIFICATION IS TO AUTHORIZE THE CITY OF SAN DIEGO (CITY) TO:

1. REMOVE THE 7.6' X 12.0' (MOST SOUTHERLY) SIGN AND TO REPLACE IT WITH ANOTHER SIGN. THE NEW SIGN IS APPROXIMATELY 4' X 8' IN SIZE AND WILL BE PLACED IN THE APPROXIMATE LOCATION AS SHOWN ON THE EXHIBIT A, ATTACHED HERETO AND MADE A PART HEREOF. THE CITY SHALL RESTORE THE PREMISES TO THE SAME CONDITION AS EXISTED PRIOR TO THE COMMENCEMENT OF ANY WORK.
2. MAINTAIN THE AREAS WHERE THE SIGNS ARE LOCATED, INCLUDING TREE TRIMMING, IF NEEDED TO KEEP THE SIGNS FROM BEING OBSTRUCTED.
3. ALL OTHER TERMS AND CONDITIONS TO REMAIN IN FULL FORCE AND EFFECT.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Linda M. Fierro Supervising Property Agent	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CHRISTOPHER E. HASKETT Real Estate Contracting Officer		
15B. CONTRACTOR/OFFEROR BY <u>LmFierro</u> (Signature of Person Authorized to Sign)	15C. DATE SIGNED 12/21/99	16B. UNITED STATES OF AMERICA BY <u>Christopher E. Haskett</u> (Signature of Contracting Officer)	16C. DATE SIGNED 12/22/99

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

(1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.

(2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.

(3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.

(4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.

(5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Items 9, (Amendment of Solicitation No.—Dated), and 10, (Modification of Contract/Order No.—Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1) Accounting classification
Net increase \$

(2) Accounting classification
Net decrease \$

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by \$

(ii) Total contract price decreased by \$

(iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to —

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

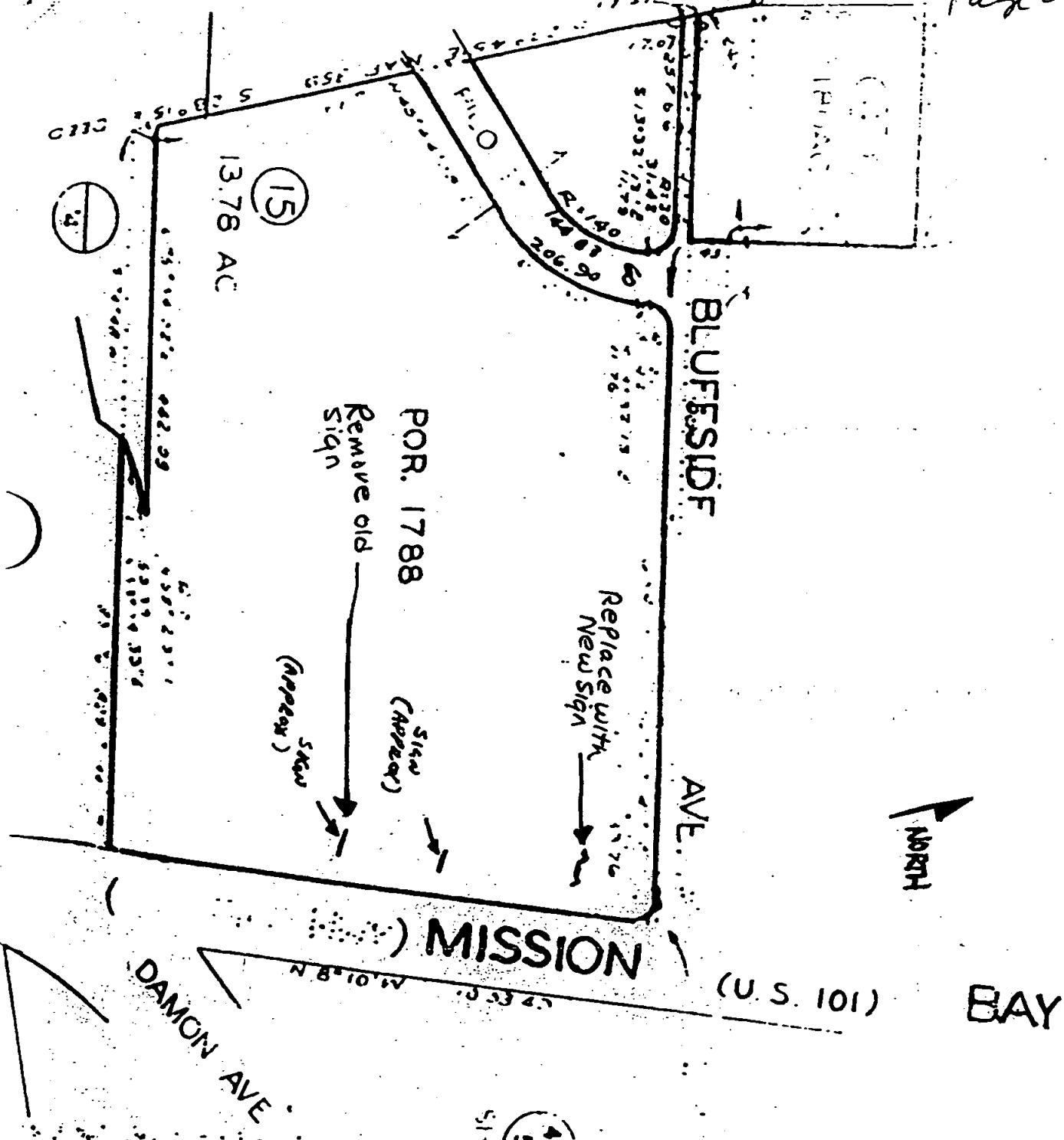


EXHIBIT A



THE CITY OF SAN DIEGO

December 21, 1999

Mr. Joseph F. Calcara
Real Estate Contracting Officer
c/o Ms. Luana M. Duprey
Department of the Navy
Naval Facilities Engineering Command
1220 Pacific Highway
San Diego, Ca. 92132-5190

Dear Mr. Calcara:

Enclosed are three copies of the Modification Two to U.S. Government License N6871193RP03Q15, which have been executed by the City of San Diego.

Please return a fully executed copy to me for my files. Thank you for your cooperation in handling this matter.

Sincerely,

Nancy J. Boyce
Real Property Agent

Enclosures (3)



Real Estate Assets

1200 Third Avenue, Suite 1700, MS 51A • San Diego, CA 92101-4199
Tel (619) 236-6020 Fax (619) 236-6706

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(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
193RP03Q15PAGE OF PAGES
1 | 1

2. AMENDMENT/MODIFICATION NO. ONE (1)	3. EFFECTIVE DATE 1 NOVEMBER 1998	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY SOUTHWEST DIVISION NAVAL FACILITIES ENGINEERING COMMAND REAL ESTATE DEPARTMENT, CODE 579 1220 PACIFIC HIGHWAY, ROOM 130 SAN DIEGO, CA 92132-5179		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CITY OF SAN DIEGO PROPERTY DEPARTMENT, MAIL STATION 51-A 1200 THIRD AVENUE, SUITE 1700 SAN DIEGO, CA 92101 EXPIRES 31 OCTOBER 2003		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. N6871193RP03Q15	
		10B. DATED (SEE ITEM 13)	
CODE CNB, S.D.	FACILITY CODE N00242		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 3 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIED THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDERED IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

XX D. OTHER (Specify type of modification and authority)
BY MUTUAL AGREEMENT OF BOTH PARTIESE. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

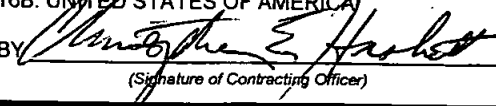
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

THE PURPOSE OF THIS MODIFICATION IS:

1) ARTICLE 2, DATES COVERED "FROM 1 NOVEMBER 1993 TO 31 OCTOBER 1998" IS HEREBY DELETED AND REPLACED WITH "1 NOVEMBER 1998 TO 31 OCTOBER 2003"

2) ALL OTHER TERMS AND CONDITIONS TO REMAIN IN FULL FORCE AND EFFECT.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) WILLIAM T. GRIFFITH REAL ESTATE ASSETS DIRECTOR (ACTING)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CHRISTOPHER E. RASKETT Real Estate Contracting Officer		
15B. CONTRACTOR/OFFEROR BY  (Signature of Person Authorized to Sign)	15C. DATE SIGNED 10/6/98	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 10/27/98

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

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(2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.

(3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.

(4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.

(5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Items 9, (Amendment of Solicitation No.—Dated), and 10, (Modification of Contract/Order No.—Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1) Accounting classification
Net increase \$

(2) Accounting classification
Net decrease \$

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

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(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

10. GENERAL PROVISIONS

a. The Licensor hereby grants to the Licensee the right to use the premises or facilities described in item 3, together with the necessary rights of ingress and egress.

b. This License shall be effective for the period stated in item 2 and is revocable at any time without notice at the option and discretion of the Licensor or its duly authorized representative.

c. The use shall be limited to the ~~proposed specified herein~~ **NAVY FACILITIES ENGINEERING OFFICE**

d. This License shall be neither assignable nor transferable by the Licensee.

e. If utilities and services are furnished to the Licensee for its use of the premises, the Licensee shall reimburse the Licensor for the cost thereof as determined by the Licensor in accordance with applicable statutes and regulations.

f. The Licensee, at its own cost and expense, shall protect, maintain, and keep in good order, the premises or facilities licensed hereby. At the discretion of the Licensor, this obligation shall include, but not be limited to, contribution toward the expense of long term maintenance of the premises or facilities, the necessity for which accrued during the period of Licensee's use. The amount of expense to be borne by the Licensee shall be determined by prorating the total expense of the item of long term maintenance on the basis of fractional use by the Licensee. This fractional part of the total expense shall be prorated further if the item of long term maintenance did not accrue in its entirety during Licensee's use.

g. Upon a determination by the Licensor that the necessity exists for an expenditure of funds for maintenance, protection, preservation, or repair, the Licensee shall pay to the Licensor, its proportionate share, on demand.

h. No additions to, or alterations of, the premises or facilities shall be made without the prior consent of the Licensor. Upon revocation or surrender of this License, to the extent directed by the Licensor, the Licensee shall remove all alterations, additions, betterment, and improvements made, or installed, and restore the premises or facilities to the same, or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

i. The Licensee shall be liable for any loss of, or damage to, the premises or facilities incurred as a result of its use and shall make such restoration or repair, or monetary compensation as may be directed by the Licensor. The Licensee's liability for loss or damage to the premises resulting from risks expressly required to be insured hereunder shall not exceed the amount of insurance so required. The Licensee shall not be liable for loss of, or damage to, the premises arising from causes beyond the control of the Licensee and occasioned by a risk not in fact covered by insurance and not customarily covered by insurance in the locality in which the premises are situated. Nothing contained herein, however, shall relieve the Licensee of liability with respect to any loss or damage to the premises, not fully compensated for by insurance, which results from willful misconduct, lack of good faith, or failure to exercise due diligence, on the part of the Licensee. All insurance required of the Licensee on the premises shall be for the protection of the Licensor and the Licensee against their respective risks and liabilities in connection with the premises. Each policy of insurance against loss or damage to Government property shall name the Licensee and the United States of America, Department of the Navy, as the insured and shall contain a loss payable clause reading substantially as follows:

"LOSS, IF ANY, UNDER THIS POLICY SHALL BE ADJUSTED WITH (NAME AND LICENSEE) AND THE PROCEEDS, AT THE DIRECTION OF THE GOVERNMENT, SHALL BE PAYABLE TO (NAME OF LICENSEE), AND PROCEEDS NOT PAID TO (NAME OF LICENSEE) SHALL BE PAYABLE TO THE TREASURER OF THE UNITED STATES OF AMERICA."

In the event that any item or part of the premises or facilities shall require repair, rebuilding, or replacement resulting from loss or damage, the risk of which is assumed under this paragraph, the Licensee shall promptly give notice thereof to the Licensor and, to the extent of its liability as provided in this paragraph, shall, upon demand, either compensate the Government for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the Licensor may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Licensee for such loss or damage, the Licensee shall effect such repair, rebuilding, or replacement if required so to do by the Licensor, and such excess of cost shall be reimbursed to the Licensee by the Licensor. In the event the Licensee shall have effected any repair, rebuilding, or replacement which the Licensee is required to effect pursuant to this paragraph, the Licensor shall direct payment to the Licensee of so much of the proceeds of any insurance carried by the Licensee and made available to the Government on account of loss of or damage to any item or part of the premises or facilities as may be necessary to enable the Licensee to effect such repair, rebuilding or replacement. In event the Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or

replacement have been paid to the Licensee, the Licensee shall promptly refund to the Licensor the amount of such proceeds.

j. Interest: Notwithstanding any other provision of this License, unless paid within thirty (30) days, all amounts that become payable by the LICENSEE to the GOVERNMENT under this contract (net of any applicable tax credit under the internal Revenue Code) shall bear interest from the date due until paid and shall be subject to adjustments as provided in the Federal Acquisition Regulations, as in effect on the date of this License. The interest rate per annum shall be the interest rate in effect which has been established by the Secretary of the Treasury pursuant to Public Law 95-563, the Contracts Disputes Act of 1978, which is applicable to the period in which the amount becomes due as herein provided. Amounts shall be due upon the earliest one of (a) the date fixed pursuant to this contract; (b) the date of the first written demand for payment, consistent with this License, including demand consequent upon default termination; or (c) the date of transmittal by the GOVERNMENT to the LICENSEE of proposed supplemental agreement to confirm completed negotiations fixing the amount. The interest charge made under this clause may be reduced under the procedures prescribed in 32.614 of the Federal Acquisition Regulations in effect on the date of this contract.

k. The Licensee shall indemnify and save harmless the Government, its officers, agents, servants and employees from all liability under the Federal Tort Claims Act (62 Stat. 869, 982; 28 U.S.C. Sec 2671, 2680) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from the use of the premises by the Licensee. Licensee shall furnish the insurance specified in Item 9. Each policy of insurance required in Item 9 covering bodily injuries and third party property damage shall contain an endorsement reading substantially as follows:

* (a) The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy. (b) The Commanding Officer, Southwest Division, Naval Facilities Engineering Command, San Diego, California, shall be given thirty (30) days written notice prior to making any material change in or the cancellation of the policy. (c) The United States of America (Dept. of the Navy) is added as an additional insured in operations of the policy holder at or from the premises licensed from the United States. (d) This insurance certificate is for use of facilities at item #1.

l. All insurance required by this License shall be in such form, for such periods of time, and with such insurers as the Licensor may require or approve. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be deposited with the Licensor's local representative prior to use of the premises and facilities. The Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to the Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks. The certificate of insurance must contain the following endorsements.

m. No member of or delegate to congress, or resident commissioner shall be admitted to any share or part of this License or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this License if made with a corporation for its general benefit.

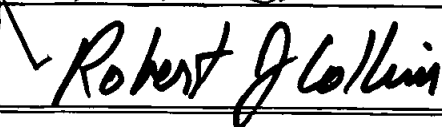
n. The Licensee warrants that it has not employed any person to solicit or secure this License upon any agreement for a commission percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to annul this License or in its discretion to recover from the Licensee the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business.

o. In connection with the performance of work under this License the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by the Licensor setting forth the provisions of the nondiscrimination clause. The Licensee further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

p. All activities authorized hereunder shall be subject to such rules and regulations as regards supervision or otherwise, as may, from time to time, be prescribed by the local representative of the Licensor as designated in Item 5a.

SPECIAL PROVISIONS TO LICENSE

1. The licensee is limited in the use of these signs to a standard identification message, including display of various symbols of community service clubs.
2. Any additions or changes in the signs or material displayed thereon shall be approved in advance by the local government representative named in Item 5.a of the license.
3. The entire sign installations shall, to the extent required by the local government representative named in Item 5.a of the license, be removed by the licensee within 30 days after receipt of notice to remove.
4. Licensee shall maintain signs and keep them in a neat, presentable condition.

LICENSE FOR NONFEDERAL USE OF REAL PROPERTY SWDIV 11011/29 (1-92)		LICENSE NUMBER N6871193RP03Q15	
THIS LICENSE TO USE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND THE GENERAL PROVISIONS ON THE REVERSE SIDE HEREOF AND ANY SPECIAL CONDITIONS ATTACHED HERETO. BY THE EXECUTION HEREOF THE LICENSEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS AND GENERAL AND/OR SPECIAL PROVISIONS.			
1. NAVAL ACTIVITY (Property Location) Navy Public Works Center, Admiral Hartman Navy Family Housing Site		2. DATES COVERED (Inclusive) FROM 1 November 1993 TO 31 October 1998	
3. DESCRIPTION OF PROPERTY (Include room and building number where appropriate) An unimproved parcel of land, approximately 400 feet south of Bluffside Avenue, lying outside the fencing and adjacent to Mission Bay Drive, at the Admiral Hartman Public Navy Family Housing Site, San Diego, CA. See attached Exhibit A.			
4. PURPOSE OF LICENSE To provide to the City of San Diego a location for standard, non-commercial community identification signs, approximately 6 x 9 feet and 7.6 x 12.0 feet, which will serve the purpose of informing passers-by of their entry into the Pacific Beach area of the City. The signs will also display symbols of various Pacific Beach service groups.			
5. LICENSOR UNITED STATES OF AMERICA DEPARTMENT OF THE NAVY		5a. LOCAL REPRESENTATIVE (Name and address) COMMANDING OFFICER, SOUTHWEST DIVISION NAVAL FACILITIES ENGINEERING COMMAND (CODE 24) 1220 PACIFIC HIGHWAY, ROOM 241 SAN DIEGO, CA 92132-5190	
6. LICENSEE (Name and address) City of San Diego Property Dept., Mail Station 51-A Security Pacific Plaza, 1200 Third Ave., Suite 1700 San Diego, CA 92101-4199		6a. LOCAL REPRESENTATIVE (Name and address) Norman Swain (619) 236-6066 (Address same as Item 6)	
7. CASH PAYMENT BY LICENSEE (Payable in advance) (If no cash payment is required, enter "None" under item 7a "Amount")			
a. AMOUNT None-Licensee's use is beneficial to the community.	b. FREQUENCY Cash payment is waived.	c. FIRST DUE DATE	d. TO (Local Government representative)
8. DEPOSIT FOR UTILITIES AND SERVICES (Payable in advance) (If no cash payment is required enter "None" under item 8a "Amount")			
a. AMOUNT (Each Payment) NONE	FREQUENCY PAYMENT DUE	c. FIRST DUE DATE	d. TO (Mailing Address)
9. INSURANCE REQUIRED AT EXPENSE OF LICENSEE (If any or all insurance requirements have been waived, enter "None" in a,b,c, or d as appropriate)			
TYPE	MINIMUM AMOUNT	TYPE	MINIMUM AMOUNT
a. FIRE AND EXTENDED COVERAGE	\$ None	c. THIRD PARTY PERSONAL INJURY PER PERSON	\$1,000,000
b. THIRD PARTY PROPERTY DAMAGE	\$ 50,000	c. THIRD PARTY PERSONAL INJURY PER ACCIDENT	\$1,000,000
10. GENERAL PROVISIONS (See Reverse Side) This license succeeds License N6247488RP00R12 and N6247484RP00Q43. See Special Provisions attached hereto and made a part hereof.			
II. EXECUTION OF LICENSE			
FOR	NAME, POSITION, AND TITLE	SIGNATURE	DATE
DEPARTMENT OF THE NAVY	ADMINISTRATIVE REAL ESTATE CONTRACTING OFFICER JAMES H. STROTMAN		10/13/93
LICENSEE	ROBERT COLLINS, DEPUTY DIRECTOR CITY OF SAN DIEGO PROPERTY DEPARTMENT		9/21/93

10. GENERAL PROVISIONS

a. The Licensor hereby grants to the Licensee the right to use the premises or facilities described in item 3, together with the necessary rights of ingress and egress.

b. This License shall be effective for the period stated in item 2 and is revocable at any time without notice at the option and discretion of the Licensor or its duly authorized representative.

c. The use shall be limited to the purposes specified herein.

d. This License shall be neither assignable nor transferable by the Licensee.

e. If utilities and services are furnished to the Licensee for its use of the premises, the Licensee shall reimburse the Licensor for the cost thereof as determined by the Licensor in accordance with applicable statutes and regulations.

f. The Licensee, at its own cost and expense, shall protect, maintain, and keep in good order, the premises or facilities licensed hereby. At the discretion of the Licensor, this obligation shall include, but not be limited to, contribution toward the expense of long term maintenance of the premises or facilities, the necessity for which accrued during the period of Licensee's use. The amount of expense to be borne by the Licensee shall be determined by prorating the total expense of the item of long term maintenance on the basis of fractional use by the Licensee. This fractional part of the total expense shall be prorated further if the item of long term maintenance did not accrue in its entirety during Licensee's use.

g. Upon a determination by the Licensor that the necessity exists for an expenditure of funds for maintenance, protection, preservation, or repair, the Licensee shall pay to the Licensor, its proportionate share, on demand.

h. No additions to, or alterations of, the premises or facilities shall be made without the prior consent of the Licensor. Upon revocation or surrender of this License, to the extent directed by the Licensor, the Licensee shall remove all alterations, additions, betterment, and improvements made, or installed, and restore the premises or facilities to the same, or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

i. The Licensee shall be liable for any loss of, or damage to, the premises or facilities incurred as a result of its use and shall make such restoration or repair, or monetary compensation as may be directed by the Licensor. The Licensee's liability for loss or damage to the premises resulting from risks expressly required to be insured hereunder shall not exceed the amount of insurance so required. The Licensee shall not be liable for loss of, or damage to, the premises arising from causes beyond the control of the Licensee and occasioned by a risk not in fact covered by insurance and not customarily covered by insurance in the locality in which the premises are situated. Nothing contained herein, however, shall relieve the Licensee of liability with respect to any loss or damage to the premises, not fully compensated for by insurance, which results from willful misconduct, lack of good faith, or failure to exercise due diligence, on the part of the Licensee. All insurance required of the Licensee on the premises shall be for the protection of the Licensor and the Licensee against their respective risks and liabilities in connection with the premises. Each policy of insurance against loss or damage to Government property shall name the Licensee and the United States of America, Department of the Navy, as the insured and shall contain a loss payable clause reading substantially as follows:

"LOSS, IF ANY, UNDER THIS POLICY SHALL BE ADJUSTED WITH (NAME AND LICENSEE) AND THE PROCEEDS, AT THE DIRECTION OF THE GOVERNMENT, SHALL BE PAYABLE TO (NAME OF LICENSEE), AND PROCEEDS NOT PAID TO (NAME OF LICENSEE) SHALL BE PAYABLE TO THE TREASURER OF THE UNITED STATES OF AMERICA."

In the event that any item or part of the premises or facilities shall require repair, rebuilding, or replacement resulting from loss or damage, the risk of which is assumed under this paragraph, the Licensee shall promptly give notice thereof to the Licensor and, to the extent of its liability as provided in this paragraph, shall, upon demand, either compensate the Government for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the Licensor may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Licensee for such loss or damage, the Licensee shall effect such repair, rebuilding, or replacement if required so to do by the Licensor, and such excess of cost shall be reimbursed to the Licensee by the Licensor. In the event the Licensee shall have effected any repair, rebuilding, or replacement which the Licensee is required to effect pursuant to this paragraph, the Licensor shall direct payment to the Licensee of so much of the proceeds of any insurance carried by the Licensee and made available to the Government on account of loss of or damage to any item or part of the premises or facilities as may be necessary to enable the Licensee to effect such repair, rebuilding or replacement. In event the Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or

replacement have been paid to the Licensee, the Licensee shall promptly refund to the Licensor the amount of such proceeds.

j. Interest: Notwithstanding any other provision of this License, unless paid within thirty (30) days, all amounts that become payable by the LICENSEE to the GOVERNMENT under this contract (net of any applicable tax credit under the internal Revenue Code) shall bear interest from the date due until paid and shall be subject to adjustments as provided in the Federal Acquisition Regulations, as in effect on the date of this License. The interest rate per annum shall be the interest rate in effect which has been established by the Secretary of the Treasury pursuant to Public Law 95-563, the Contracts Disputes Act of 1978, which is applicable to the period in which the amount becomes due as herein provided. Amounts shall be due upon the earliest one of (a) the date fixed pursuant to this contract; (b) the date of the first written demand for payment, consistent with this License, including demand consequent upon default termination; or (c) the date of transmittal by the GOVERNMENT to the LICENSEE of proposed supplemental agreement to confirm completed negotiations fixing the amount. The interest charge made under this clause may be reduced under the procedures prescribed in 32.614 of the Federal Acquisition Regulations in effect on the date of this contract.

k. The Licensee shall indemnify and save harmless the Government, its officers, agents, servants and employees from all liability under the Federal Tort Claims Act (62 Stat. 869, 982; 28 U.S.C. Sec 2671, 2680) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from the use of the premises by the Licensee. Licensee shall furnish the insurance specified in Item 9. Each policy of insurance required in Item 9 covering bodily injuries and third party property damage shall contain an endorsement reading substantially as follows:

"(a) The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy. (b) The Commanding Officer, Southwest Division, Naval Facilities Engineering command, San Diego, California, shall be given thirty (30) days written notice prior to making any material change in or the cancellation of the policy. (c) The United States of America (Dept. of the Navy) is added as an additional insured in operations of the policy holder at or from the premises licensed from the United States. (d) This insurance certificate is for use of facilities at item #1.

l. All insurance required by this License shall be in such form, for such periods of time, and with such insurers as the Licensor may require or approve. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be deposited with the Licensor's local representative prior to use of the premises and facilities. The Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to the Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks. The certificate of insurance must contain the following endorsements.

m. No member of or delegate to congress, or resident commissioner shall be admitted to any share or part of this License or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this License if made with a corporation for its general benefit.

n. The Licensee warrants that it has not employed any person to solicit or secure this License upon any agreement for a commission percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to annul this License or in its discretion to recover from the Licensee the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business.

o. In connection with the performance of work under this License the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to pose hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by the Licensor setting forth the provisions of the nondiscrimination clause. The Licensee further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

p. All activities authorized hereunder shall be subject to such rules and regulations as regards supervision or otherwise, as may, from time to time, be prescribed by the local representative of the Licensor as designated in Item 5a.



EXHIBIT A

LICENSE FOR NONFEDERAL USE OF REAL PROPERTY
NAVFAC 11011/29 (6-75) (Supersedes NavDocks 2260)

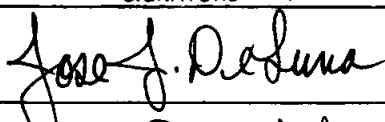
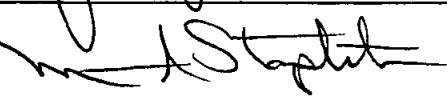
LICENSE NUMBER

N6247488RP00R12

THIS LICENSE TO USE THE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND THE GENERAL PROVISIONS ON THE REVERSE SIDE HEREOF. BY THE EXECUTION HEREOF THE LICENSEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS AND GENERAL PROVISIONS.

1. NAVAL ACTIVITY (Property location) Navy Public Works Center Admiral Hartman Public Quarters		2. DATES COVERED (Inclusive) FROM 1 November 1988 TO 31 October 1993	
3. DESCRIPTION OF PROPERTY (Include room and building numbers where appropriate) Approximately 400 feet south of Bluffside Avenue, in an unimproved area of land lying outside the fencing and adjacent to Mission Bay Drive, at the Admiral Hartman Public Quarters, San Diego.			
4. PURPOSE OF LICENSE To provide locations for City of San Diego standard, non-commercial community identification signs, approximately 6 x 9 feet and 7.6 x 12.0 feet, which will serve the purpose of informing passers-by of their entry into the Pacific Beach area of the City. The signs will also display symbols of various Pacific Beach service groups.			
5. LICENSOR UNITED STATES OF AMERICA DEPARTMENT OF THE NAVY		5a. LOCAL REPRESENTATIVE, DEPT. OF NAVY OFFICIAL (Title and address) Commander, Western Division, Naval Facilities Engineering Command, P.O. Box 727, San Bruno, CA 94066-0720	
6. LICENSEE (Name and address) City of San Diego Property Department, Security Pacific Plaza, 1200 3d Av Ste 1700, San Diego, CA 92101		6a. LOCAL REPRESENTATIVE (Name and address) Paul Crawford, Property Agent	
7. CASH PAYMENT BY LICENSEE (Payable in advance) (If no cash payment is required, enter "None" under item 7a "Amount")			
a. AMOUNT (Each payment)	b. FREQUENCY PAYMENTS DUE	c. FIRST DUE DATE	d. TO (Title and address of local representative of the Government)
NONE - licensee's use is beneficial to the community, cash payment is waived.			
8. DEPOSIT FOR UTILITIES AND SERVICES (Payable in advance) (If no cash payment is required, enter "None" under item 8a "Amount")			
a. AMOUNT (Each deposit)	b. FREQUENCY PAYMENTS DUE	c. FIRST DUE DATE	d. TO (Mailing address)
NONE			
9. INSURANCE REQUIRED AT EXPENSE OF LICENSEE (If any or all insurance requirements have been waived, enter "None" in a, b, c, or d as appropriate)			
TYPE	MINIMUM AMOUNT	TYPE	MINIMUM AMOUNT
a. FIRE AND EXTENDED COVERAGE	\$ WAIVED	c. THIRD PARTY PERSONAL INJURY PER PERSON	\$ WAIVED
b. THIRD PARTY PROPERTY DAMAGE	\$ WAIVED	d. THIRD PARTY PERSONAL INJURY PER ACCIDENT	\$ WAIVED
10. GENERAL PROVISIONS (See Reverse Side) This license succeeds License N6247484RP00Q43. See Special Provisions attached hereto and made a part hereof. Insurance requirements are waived as the City of San Diego is self-insured.			

II. EXECUTION OF LICENSE

FOR	BY	DATE
	NAME AND TITLE (Typed) SIGNATURE	
DEPARTMENT OF THE NAVY	JOSE J. DELUNA Real Estate Contracting Officer By direction of the Commanding Officer	 9-14-88
LICENSEE	Maureen A. Stapleton Deputy City Manager	 9/2/88

If Licensee is a Corporation, Certification of signature is attached ☐
 APPROVED as
 to form by JOHN W. WITT, City Attorney

By 
 Deputy City Attorney

10. GENERAL PROVISIONS

a. The Licensor hereby grants to the Licensee the right to use the premises or facilities described in item 3, together with the necessary rights of ingress and egress.

b. This License shall be effective for the period stated in item 2 and is revocable at any time without notice at the option and discretion of the Licensor or its duly authorized representative.

c. The use shall be limited to the purposes specified herein.

d. This License shall be neither assignable nor transferable by the Licensee.

e. If utilities and services are furnished the Licensee for its use of the premises the Licensee shall reimburse the Licensor for the cost thereof as determined by the Licensor in accordance with applicable statutes and regulations.

f. The Licensee, at its own cost and expense, shall protect, maintain, and keep in good order, the premises or facilities licensed hereby. At the discretion of the Licensor this obligation shall include, but not be limited to, contribution toward the expense of long-term maintenance of the premises or facilities, the necessity for which accrued during the period of Licensee's use. The amount of expense to be borne by the Licensee shall be determined by prorating the total expense of the item of long-term maintenance on the basis of fractional use by the Licensee. This fractional part of the total expense shall be prorated further if the item of long-term maintenance did not accrue in its entirety during the Licensee's use. Upon a determination by the Licensor that the necessity exists for an expenditure of funds for maintenance, protection, preservation or repair, the Licensee shall pay to the Licensor its proportionate share, on demand.

g. No additions to, or alterations of, the premises or facilities shall be made without the prior consent of the Licensor. Upon revocation or surrender of this License, to the extent directed by the Licensor, the Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the premises or facilities to the same, or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

h. The Licensee shall be liable for any loss of, or damage to, the premises or facilities incurred as a result of its use and shall make such restoration or repair, or monetary compensation as may be directed by the Licensor. The Licensee's liability for loss or damage to the premises resulting from risks expressly required to be insured hereunder shall not exceed the amount of insurance so required. The Licensee shall not be liable for loss of, or damage to, the premises arising from causes beyond the control of the Licensee and occasioned by a risk not in fact covered by insurance and not customarily covered by insurance in the locality in which the premises are situated. Nothing contained herein, however, shall relieve the Licensee of liability with respect to any loss or damage to the premises, not fully compensated for by insurance, which results from willful misconduct, lack of good faith, or failure to exercise due diligence, on the part of the Licensee. All insurance required of the Licensee on the premises shall be for the protection of the Licensor and the Licensee against their respective risks and liabilities in connection with the premises. Each policy of insurance against loss or damage to Government property shall name the Licensee and the United States of America, Department of the Navy, as the insured and shall contain a loss payable clause reading substantially as follows:

"Loss, if any, under this policy shall be adjusted with (Name of Licensee) and the proceeds, at the direction of the Government, shall be payable to (Name of Licensee), and proceeds not paid to (Name of Licensee) shall be payable to the Treasurer of the United States of America."

In the event that any item or part of the premises or facilities shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this paragraph h, the Licensee shall promptly give notice thereof to the Licensor and, to the extent of its liability as provided in this paragraph, shall, upon demand, either compensate the Government for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the Licensor may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Licensee for such loss or

damage, the Licensee shall effect such repair, rebuilding or replacement if required so to do by the Licensor, and such excess of cost shall be reimbursed to the Licensee by the Licensor. In the event the Licensee shall have effected any repair, rebuilding or replacement which the Licensee is required to effect pursuant to this paragraph, the Licensor shall direct payment to the Licensee of so much of the proceeds of any insurance carried by the Licensee and made available to the Government on account of loss of or damage to any item or part of the premises or facilities as may be necessary to enable the Licensee to effect such repair, rebuilding or replacement. In event the Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to the Licensee, the Licensee shall promptly refund to the Licensor the amount of such proceeds.

i. The Licensee shall indemnify and save harmless the Government, its officers, agents, servants and employees from all liability under the Federal Tort Claims Act (62 Stat. 869, 982; 28 U.S.C. Sec 2671, 2680) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from the use of the premises by the Licensee, and shall furnish the insurance specified in Item 9. Each policy of insurance required in Item 9 covering bodily injuries and third party property damage shall contain an endorsement reading substantially as follows:

"The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."

j. All insurance required by this License shall be in such form, for such periods of time, and with such insurers as the Licensor may require or approve. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be deposited with the Licensor's local representative prior to use of the premises and facilities. The Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to the Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks.

k. No member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this License or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this License if made with a corporation for its general benefit.

l. The Licensee warrants that it has not employed any person to solicit or secure this License upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to annul this License or in its discretion to recover from the Licensee the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business.

m. In connection with the performance of work under this License, the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by the Licensor setting forth the provisions of the nondiscrimination clause. The Licensee further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

n. All activities authorized hereunder shall be subject to such rules and regulations as regards supervision or otherwise, as may, from time to time, be prescribed by the local representative of the Licensor as designated in Item 5a.

SPECIAL PROVISIONS TO LICENSE

1. The licensee is limited in the use of these signs to a standard identification message, including display of various symbols of community service clubs.
2. Any additions or changes in the signs or material displayed thereon shall be approved in advance by the local government representative named in Item 5.a of the license.
3. The entire sign installations shall, to the extent required by the local government representative named in Item 5.a of the license, be removed by the licensee within 30 days after receipt of notice to remove.
4. Licensee shall maintain signs and keep them in a neat, presentable condition.

SPECIAL PROVISIONS TO LICENSE

1. The licensee is limited in the use of these signs to a standard identification message, including display of various symbols of community service clubs.
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3. The entire sign installations shall, to the extent required by the local government representative named in Item 5.a of the license, be removed by the licensee within 30 days after receipt of notice to remove.
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