

**LICENSE FOR NONFEDERAL USE OF REAL PROPERTY**
**LICENSE NUMBER**

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.

**N6247313RP00124**
**1. NAVAL ACTIVITY**

Naval Base San Diego, CA

**2. DATES COVERED (Inclusive)**

FROM: Jun 1, 2013 To: May 31, 2018

**3. DESCRIPTION OF PROPERTY**

A pump station, approx. 34.04 x 46.30 ft located in the northwest corner of the Chollas Heights Navy Housing are, adjacent to the east end of Redwood St as shown on Exhibit A, attached hereto and made a part thereof.

**4. PURPOSE OF LICENSE**

To maintain and operate a water pump station, consisting of a trailer and/or skid mounted packaged municipal pump system housed inside a prefabricated acoustical building. The pump station will serve to provide auxiliary water pressure when needed.

**5. LICENSOR**

 United States of America  
Department of the Navy

**5a. LOCAL REPRESENTATIVE (Name and address)**

 Commanding Officer  
Naval Facilities Engineering Command Southwest  
Attn: Asset Management  
1220 Pacific Highway  
San Diego, CA 92132-5190

**6. LICENSEE (Name and address)**

 The City of San Diego  
Real Estate Assets Department  
1200 Third Avenue, Suite 1700  
San Diego, CA 92101

**6a. LOCAL REPRESENTATIVE (Name and address)**

 Christina Marin  
619-533-6509  
(Address same as Section 6)

**7. CASH PAYMENT BY LICENSEE (Payable in advance)**

(If no cash payment is required, enter "None" under item 7a "Amount")

**a. AMOUNT (Each**

 Payment):  
N/A Benefit to military  
personnel

**b. FREQUENCY**

N/A

**c. FIRST DUE DATE**

N/A

**d. TO (Local Government Representative)**

N/A

**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

**b. FREQUENCY**

 PAYMENT DUE  
N/A

**c. FIRST DUE DATE**

N/A

**d. TO (Mailing Address)**

N/A

**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**

Self-insured

**b. GENERAL LIABILITY**

Self-insured

**d. THIRD PARTY PERSONAL  
INJURY PER ACCIDENT**

Self-insured

**10. GENERAL PROVISIONS (See Reverse Side)**
**11. SPECIAL PROVISIONS Attached hereto and made a part hereof.**

This license supersedes Government License N6247307RP00192.

**II. EXECUTION OF LICENSE**
**FOR**
**NAME, POSITION, AND TITLE**
**SIGNATURE**
**DATE**

DEPARTMENT OF THE NAVY

 KAREN P. RINGEL  
Real Estate Contracting Officer

LICENSEE

 BOB FILNER, Mayor  
City of San Diego

## 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. 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, 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.

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 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. 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 the 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. 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 License (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 License; (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 License.

j. 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, Naval Facilities Engineering Command Southwest, 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 policyholder at or from the premises licensed from the United States. (d) This insurance certificate is for use of facilities at item #1.

k. 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.

l. 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.

m. 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.

n. 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.

o. 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.

## GENERAL PROVISIONS (continued)

p. Licensee will at all times during the use of this license promptly observe and comply, at its sole source 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 occupancy and use of the Premises. Licensee covenants that it will not improperly generate, use, or store hazardous substances or hazardous waste on the Premises. Licensee shall promptly notify the Government 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 of hazardous substances or hazardous waste on, about, or pertaining to the Premises. Licensee shall indemnify, defend and hold harmless the Government from and against all claims, liabilities, losses, damages and costs, foreseen or unforeseen, which the Government may incur by the 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.

q. The LICENSEE shall be solely responsible for obtaining, at its sole cost and expense, any permits required for its operations under the License, independent of any existing permits.

r. The GOVERNMENT's rights under this License specifically include the right for GOVERNMENT officials to inspect, upon reasonable notice, the premises or facilities for compliance with environmental, safety, and occupational health laws and regulations, whether or not the GOVERNMENT is responsible for enforcing them. Such inspections shall be without prejudice to the right of duly constituted enforcement officials to make inspections.

s. The LICENSEE shall strictly comply with the hazardous waste permit requirements under Resource Conservation and Recovery Act, or its California equivalent. The LICENSEE must provide at its own expense such hazardous waste storage facilities complying with all laws and regulations, as it may need for storage. GOVERNMENT's hazardous waste storage facilities and accumulation points for hazardous and other wastes will not be available to the LICENSEE. Neither will the LICENSEE permit its hazardous wastes to be co-mingled with hazardous waste of the GOVERNMENT. Any violation of the requirements of this condition shall be deemed a material breach of the license.

t. Any agency of the GOVERNMENT, its officers, agents, employees, and contractors, may enter upon the premises or facilities, at all reasonable times for any purpose including, but not limited to, the purpose of inspection.

u. In the event of an emergency situation/incident during non-business hours, the LICENSEE shall immediately notify the base Command Duty Officer at (805) 989-7209 regarding the situation/incident, and will notify Mr. Jim Danza, (805) 989-9747, on the next business day.

v. The LICENSEE shall not conduct any subsurface excavation, digging, drilling, or other disturbance of the surface without prior written approval from the Base Commander.

Figure 1: METRO SAN DIEGO MILITARY FAMILY HOUSING LOCATION MAP

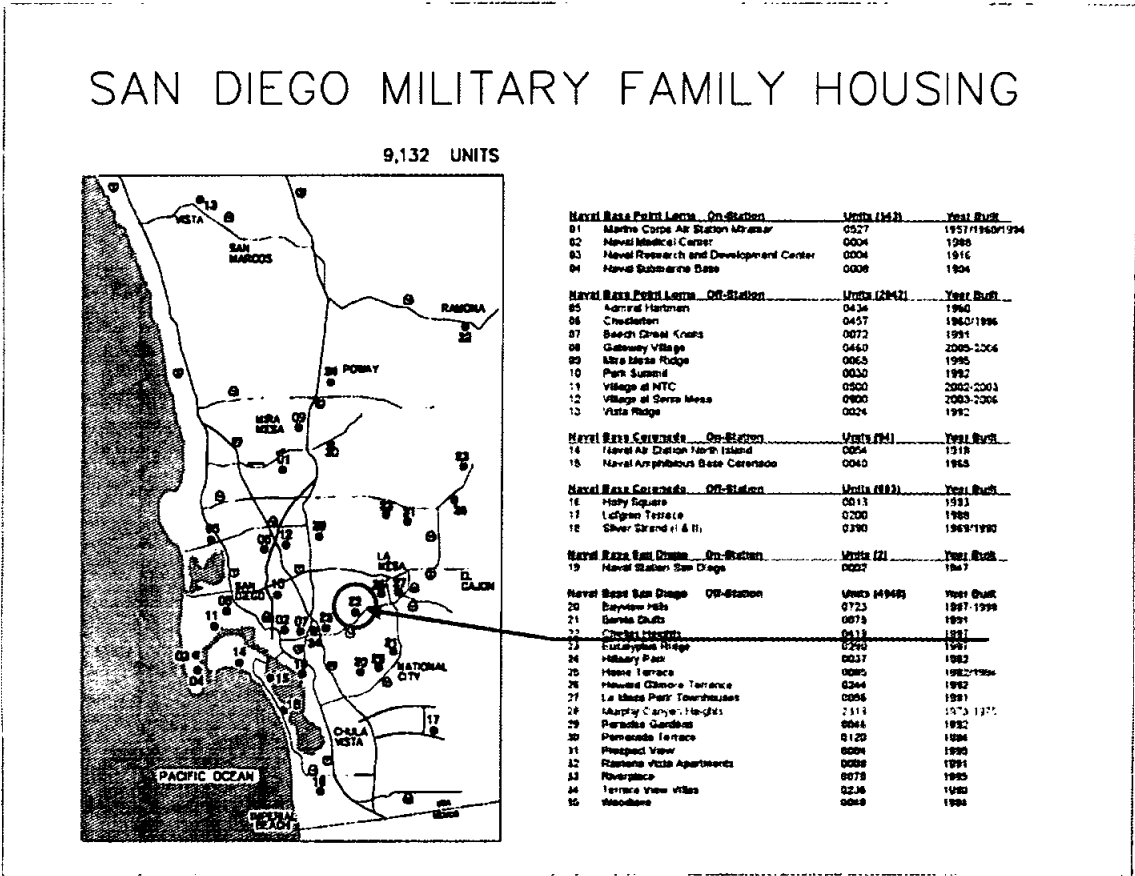


Figure 2: CHOLLAS HEIGHT MILITARY FAMILY HOUSING SITE MAP



**Figure 3: CITY OF SAN DIEGO WATER PUMP STATION PLAT PLAN**



EXHIBIT A