



Real Estate Assets Department

SDC003

CITY/SCRIPPS MESA DEVELOPERS II, LLC

CITY-890-A00

Document Type

LEGAL DOCUMENTS



Sub - Category

AGREEMENTS



6

LICENSE AGREEMENT

This License Agreement ("**Agreement**") is made between Scripps Mesa Developers II, LLC. ("**Licensor**"), a California Corporation, whose address is 9110 Judicial Drive, San Diego, California 92122, and the City of San Diego, a California municipal corporation, ("**Licensee**"), whose address is 1401 Broadway, San Diego, California 92101. Licensor and Licensee are also singularly and collectively referred to as the "**Party**" or "**Parties**".

WHEREAS, Licensor is the Licensor of real property and improvements thereon (an apartment complex), located at 11261 Westview Parkway, San Diego, California 92126. Licensor and Licensee desire to enter into this Agreement to permit Licensee to use and occupy a portion of that certain real property including the improvements thereon, as further described herein, and depicted on **Exhibit A** attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. License to Use. Licensor grants Licensee a revocable license to use a portion of the property and four (4) reserved parking spaces located at 11261 Westview Parkway, San Diego, California 92126 (the "**Property**"), as depicted on **Exhibit A**, for the License Term, and in accordance with the terms and conditions set forth herein.
2. Term. The term of this Agreement shall commence February 1, 2016 (the "**Commencement Date**"), continue for thirty (30) months from the Commencement Date, and terminate on July 31, 2018 (the "**License Term**").
3. Scope. The Property may be used by on-duty sworn San Diego Police Department officers and RSVP (Retired Senior Volunteer Patrol) members, hereinafter jointly referred to as "Law Enforcement Personnel". Licensee may use all interior and exterior areas of the Property, and all the furniture and fixtures located within and at the Property. Licensor and Licensee intend to enter into a license agreement only for limited use of the Property; they do not intend to enter into a landlord/tenant relationship.
4. No Monthly License Fee. Licensee shall have no obligation to pay any fee, or any other type of compensation, to Licensor for the use of the Property, nor shall Licensee be obligated to pay for any utilities, services or other costs allocable to the Property during the License Term; however, in no event shall Licensor be liable for any interruption or failure in the supply of any such utility services to Licensee and the Property.
5. Use. Law Enforcement Personnel shall have use of the Property seven (7) days a week, twenty-four (24) hours a day, for general office purposes, meal breaks, rest breaks, and restroom breaks, and no other use or purpose without the prior written authorization of Licensor. Licensee shall supply its own office equipment (e.g., laptop computers). No formal work stations or network connections are required to be supplied by Licensor.

Licensee does not intend to store any of its personal property at the Property. Instead, it is Licensee's intent that all Law Enforcement Personnel will remove all personal property from the Property after each such Law Enforcement Personnel's use of the Property.

Although the Property is to be identified by Licensee as a "satellite office" for Licensee's purposes, Licensors acknowledges and agrees that Licensee shall not be obligated at any time during the License Term to ensure that the satellite office is staffed with any of Licensee's personnel; that Licensee shall not be obligated to have Law Enforcement Personnel at the Property at any set time periods or to ever have Law Enforcement Personnel at the Property; that Licensee shall not be obligated to provide any type of security services for Licensors, or Licensors's real property and/or improvements located at 11261 Westview Parkway, San Diego, CA, in any manner greater than Licensee's police department would provide to any other property owner or property located within its jurisdiction; and that Licensors shall not use Licensee's presence at the Property, and/or advertise/publish the Licensee's presence at the Property, as an inducement for potential tenants at the Property.

6. Licensors's Improvements to Property. Licensors shall install an access keypad at the entrance door of the Property's space to be used as a satellite office. Knowledge of the code for the access keypad shall be limited to Law Enforcement Personnel, Licensors's management team, and appropriate maintenance/janitorial personnel employed by Licensors. If desired by Licensors, alternative access codes can be issued to the various groups of authorized persons for security purposes (e.g., maintenance/janitorial staff can be given a code different from the code given to Law Enforcement Personnel and/or Licensors's management team).
7. Licensee's Responsibilities to the Property. Licensee shall return the Property to Licensors in the same condition as it was received, less reasonable wear and tear.
8. Maintenance/Janitorial Services for the Property. Licensors shall be responsible for all maintenance and janitorial services for the Property. Notwithstanding the foregoing, Licensee shall be responsible for the payment of all repairs to the Property caused by Licensee which result from damages to the Property which are in excess of reasonable wear and tear.
9. Indemnification. Licensee will hold Licensors harmless and free from any claim, right, cause of action or alleged injury arising out of Licensee's use of the Property or this Agreement. Licensee agrees to indemnify and defend (with reasonable counsel of Licensors's choice) Licensors, (and its agents, assigns, contractors, vendors, invitees, or others acting on behalf of Licensors) from and against all loss, costs, reasonable attorney's fees, damages, claims and liability arising from any claim, right, cause of action or alleged injury arising out of Licensee's use of the Property or this Agreement.
10. Termination. Each Party can terminate this Agreement without cause with 60 days written notice to the other Party.
11. Notices. All notices required by this Agreement shall be in writing and personally delivered or sent via first class mail to:

Licensors:

Scripps Mesa Developers II, LLC
9110 Judicial Drive
San Diego, CA 92122

Licensee:

City of San Diego Police Department
c/o Fiscal Management Department MS 715
Attn: Program Manager
1401 Broadway
San Diego, CA 92101

with copy to:

City of San Diego
c/o Real Estate Assets Department
Attn: Asset Manager, Corporate Services
1200 Third Avenue, Suite 1700 MS 51A
San Diego, CA 92101

12. Attorney Fees. Should either Party commence an action against the other to enforce any obligation under, or to otherwise interpret, this Agreement, the prevailing Party shall be entitled to recover its cost and reasonable attorneys' fees from the other, whether or not such action is pursued to a Court judgment.

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13. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the invalidity, illegality or unenforceability will not affect any other provision, and this Agreement will be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the later date the Agreement is signed by the Parties and approved by the City Attorney.

Scripps Mesa Developers II, LLC

By: _____

Name: Stuart Roznoch

Title: Vice President

Date: 03/09/16

City of San Diego, a California
municipal corporation

By: _____

Name: Cybele Thompson

Title: Director, Real Estate Assets

Department: _____

Date: 3/11/16

Approved as to form this 17th day
of March, 2016

JAN K. GOLDSMITH, City Attorney

By: _____

Name: Debra J. Bevilacqua

Title: Deputy City Attorney

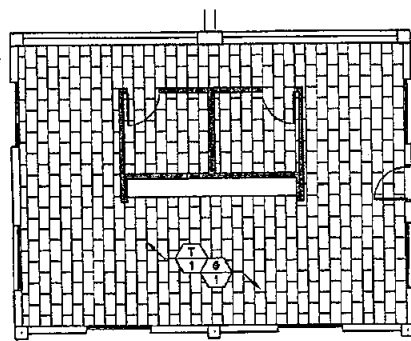
OVERALL BUILDING ENERGY PLAN



INITIALS

3101

EXHIBIT A



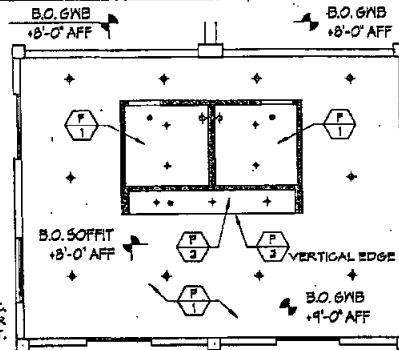
NOTE: FLOORING TO CONTINUE UNDER A.D.A. SINK & REFRIGERATOR.

NOTE: ENTRY DOOR TO HAVE METAL THRESHOLD PER ARCHITECT.

NOTE: REFER TO ELEC. ENGINEER PLANS FOR LIGHT FIXTURE COUNT.

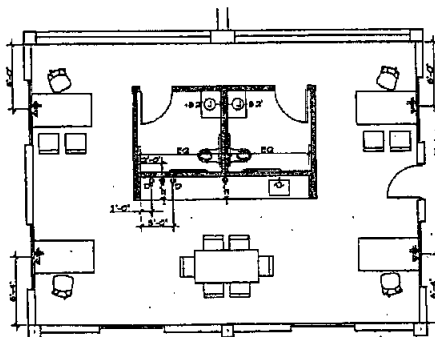
FLOOR FINISH PLAN

SCALE: 1/8" = 1'-0"



REFLECTED CEILING PLAN

SCALE: 1/8" = 1'-0"



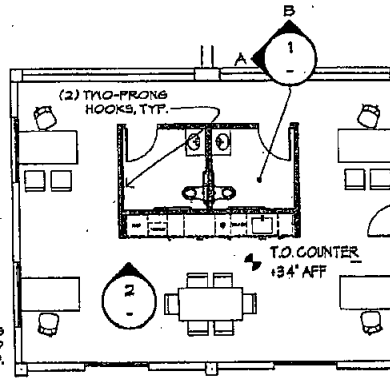
LEGEND

- WALL MOUNT JUNCTION BOX
- DUPLEX OUTLET
- QUADRIPLEX OUTLET
- DEDICATED DUPLEX OUTLET
- DATA / PHONE OUTLET
- GARBAGE DISP. BY BULDER

NOTE: (2) TWO-PRONG HOOKS WALL MOUNTED W/ BLOCKING BEHIND.

SPECIALTY ELECTRICAL PLAN

SCALE: 1/8" = 1'-0"



FLOOR PLAN

SCALE: 1/8" = 1'-0"



PARISI PORTFOLIO

INTERIOR DESIGN

3485 CAMINO DEL RIO S. SUITE 310
SAN DIEGO, CA 92108

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F (658) 289 0051

EMAIL: info@parisiporfolio.com

WEB SITE: WWW.PARISIPORFOLIO.COM

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PROJECT:

CASA MIRA VIEW
POLICE
SAN DIEGO, CA

PROJECT #:

FILE NAME: ID-SHEET
PROJ MGR: LS
DRAWN BY: BC, TH
DATE: 10/10/2013
CHECKED BY: LS
SCALE: A5 NOTED

