

LICENSE AGREEMENT

This License Agreement ("**Agreement**") is made between CIC Fairbanks L.P. ("**Licensor**"), a California Limited Partnership, whose address is, 5993 Avenida Encinas Suite 101 Carlsbad, CA 92008, San Diego, California, and the City of San Diego, a California municipal corporation, on behalf of the San Diego Police Department ("**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 16016 Babcock Street, San Diego, California 92127. 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 commonly known as 16016 Babcock Street, San Diego, California 92127 and one (1) reserved parking spot (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 August 1, 2016 (the "**Commencement Date**"), continue for thirty (30) months from the Commencement Date, and terminate on January 31, 2019 (the "**License Term**").
3. Scope. The Property may be used by on-duty sworn San Diego Police Department officers, Police Investigative Service 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 workstations 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 16016 Babcock Street, San Diego, California 92127 per Exhibit "A", 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 a Lock Box at the entrance door of the Property's space to be used as a satellite office. Knowledge of the lock box access 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 code/key can be issued to the various groups of authorized persons for security purposes (e.g., maintenance/janitorial staff can be given a code/key different from the code/key 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 agrees to indemnify and defend (with reasonable counsel of Licensee's choice) Licensors from and against all damages and liability arising directly from Licensee's use of the Property.
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:

CIC Fairbanks L.P.
C/O ConAm Management
3990 Ruffin Road, Suite 100
San Diego, CA 92123

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
619-236-6020

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.

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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.

LICENSOR
CIC FAIRBANKS L.P.

By: WES DANIEL
Name: [Signature] as Agent for Owner
Title: SENIOR VICE PRESIDENT
Date: 6-28-16

LICENSEE
CITY OF SAN DIEGO, a California
municipal corporation

By: [Signature]
Name: Cybele Thompson
Title: Director, Real Estate Assets
Department
Date: 6/30/16

ENVIRONMENTAL ANALYSIS SECTION ENVIRONMENTAL CLEARANCE:

This activity is categorically exempt from CEQA pursuant to
State CEQA Guidelines, CEQA section 15301 (existing facilities).

Date: 7/26/16

By: [Signature]
Name: Alyssa Muto
Title: Deputy Director, Environment &
Planning Dept. Policy Analysis

Approved as to form this 26th day
of July, 2016.

JAN I. GOLDSMITH, City Attorney

By: [Signature]
Name: Debra J. Bevier
Title: Deputy City Attorney

EXHIBIT A

[The depiction of the Property follows this cover page]

EXHIBIT A

H:\Current Projects\20180Fairbanks Ridge @ Del Sur\Architectural\Working Drawings\23180-SA-Address.dwg, 7/19/2005 8:20:43 AM

SITE ADDRESS: 16016 BABCOCK STREET

DIRECTORY ENTRY

PASEO DEL SUR

PROJECT BOUNDARY

PROJECT BOUNDARY

DIRECTORY ENTRY

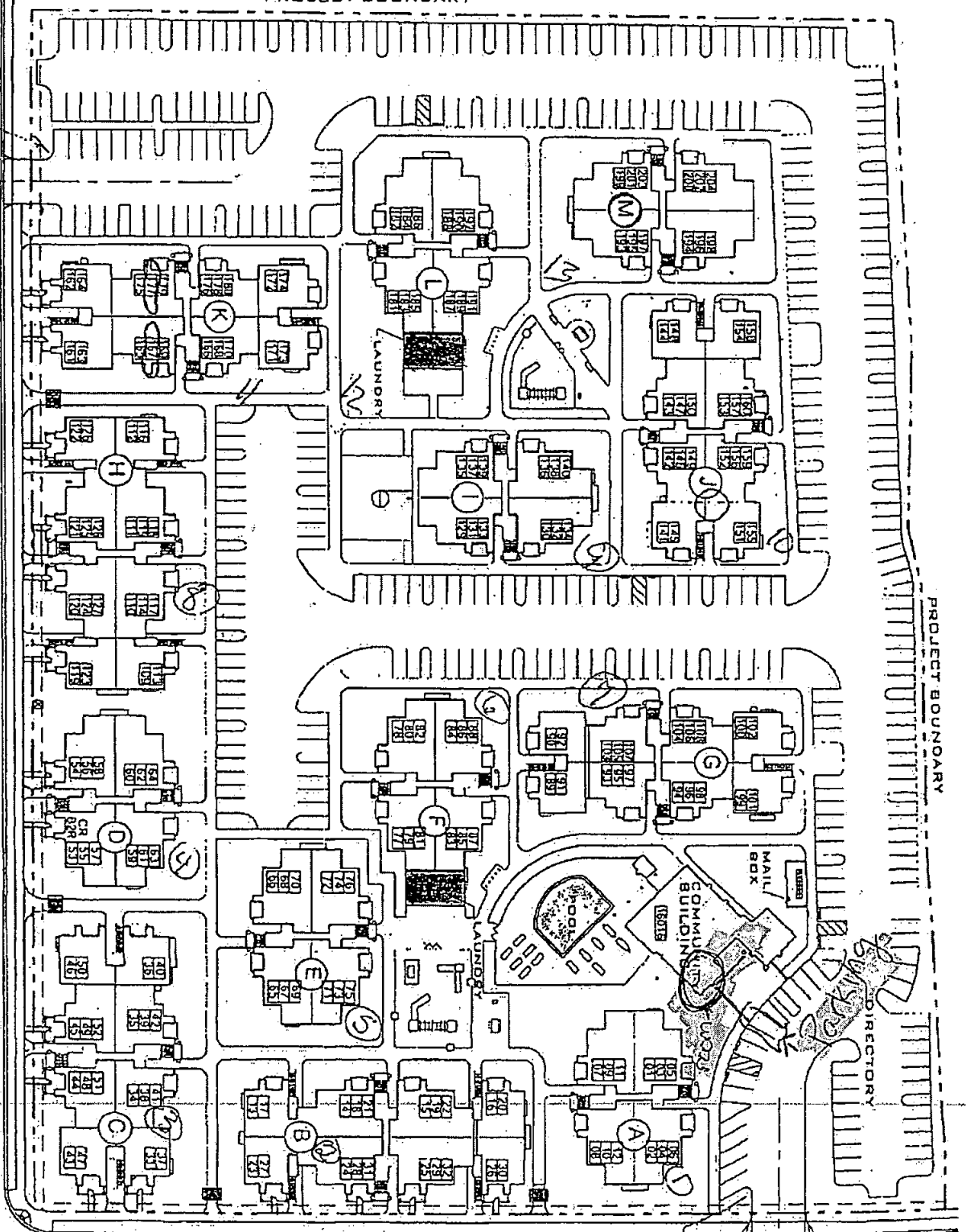
MAIN ENTRY
DIRECTORY

BABCOCK ST.

(E)

UNIT NUMBERING KEY

05	THIRD FLOOR
04	SECOND FLOOR
02	FIRST FLOOR



(S)



Date of Notice: July 11, 2016

NOTICE OF RIGHT TO APPEAL ENVIRONMENTAL DETERMINATION PLANNING DEPARTMENT

PROJECT NAME/NUMBER: License Agreement Babcock Street

COMMUNITY PLAN AREA: Black Mountain

COUNCIL DISTRICT: 5

LOCATION: 16061 Babcock Street, San Diego, CA 92127

PROJECT DESCRIPTION: Authorize the Mayor or his designee to sign a License Agreement allowing Licensee to use and occupy a portion of that certain real property and one (1) reserved parking spot commonly known as 16016 Babcock Street located in San Diego for use by Law Enforcement Personnel 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.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego Mayor-Appointed Designee

ENVIRONMENTAL DETERMINATION: CEQA Exemption Section 15301- Existing facilities

ENTITY MAKING ENVIRONMENTAL DETERMINATION: City of San Diego Mayor-Appointed Designee, Environment & Policy Analysis, Planning Department

STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION: This activity has been determined to be exempt from CEQA pursuant to CEQA Section 15301 (Existing Facilities) which allows for the operation, repair, maintenance, permitting, leasing, licensing or minor alterations of existing public or private structures or facilities involving negligible or no expansion of use; and where the exceptions listed in CEQA Section 15300.2 would not apply in that no cumulative impacts were identified; no significant effect on the environment were identified; the project is not adjacent to a scenic highway; no historical resources would be affected by the action, and the project was not identified on a list of hazardous waste sites pursuant to Section 65962.5 of the Government Code.

PROJECT MANAGER: Brad Bennett, Asset Manager
Real Estate Assets Department

MAILING ADDRESS: 1200 Third Avenue, Suite 1700, MS 51A
San Diego, CA 92101

PHONE NUMBER: (619) 236-6191

On July 11, 2016, the City of San Diego made the above-referenced environmental determination pursuant to the California Environmental Quality Act (CEQA). This determination is appealable to the City Council. If you have any questions about this determination, contact the City Project Manager listed above.

Applications to appeal CEQA determination made by staff (including the City Manager) to the City Council must be filed in the office of the City Clerk within 10 business days from the date of the posting of this Notice (**July 25, 2016**). The appeal application can be obtained from the City Clerk, 202 'C' Street, Second Floor, San Diego, CA 92101.

This information will be made available in alternative formats upon request.

POSTED IN THE OFFICE OF DSD	
Posted	JUL 08 2016 <i>mc</i>
Removed	JUL 28 2016
Posted by	<i>myrabel</i>