

CITY OF SAN DIEGO
RIGHT OF ENTRY PERMIT

THIS CITY OF SAN DIEGO RIGHT OF ENTRY PERMIT ("Permit") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and COLLEGE AREA ECONOMIC DEVELOPMENT CORPORATION, a California public benefit corporation ("PERMITTEE"), to be effective upon execution by the parties and approval by the San Diego City Attorney (the "Effective Date"), as follows:

RECITALS

- I. A Business Improvement District ("BID") is a type of assessment district in which business owners choose to be assessed a fee, which is collected on their behalf by CITY, for use in promoting and improving the business area. The Council of CITY established the College Area BID by Ordinance No. O-18263 (New Series) on February 20, 1996.
- II. PERMITTEE operates and administers the College Area BID, providing general office administration, marketing and other promotional support to generate business, and to promote public improvement and beautification projects within the College Area BID ("BID Services"). As used in this Permit, "BID Services" shall be those services described and limited by that certain AGREEMENT dated March 21, 1996, by and between CITY and PERMITTEE, as amended or replaced.
- III. CITY wishes to support the College area BID by providing a facility to house PERMITTEE'S operations on behalf of the College Area BID. Although PERMITTEE may be allowed to occupy and use the real property that is the subject of this Permit, PERMITTEE'S continued occupancy and use thereof is strictly conditioned on CITY'S City Council's approval of the terms and conditions of this Permit, which may or may not be granted.

IN CONSIDERATION OF THE FOREGOING, and for valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. Right to Enter. Subject to the terms and conditions of this Permit, CITY hereby grants permission to PERMITTEE, its employees, agents and contractors to enter upon that CITY-owned real property (the "Permit Area") located at 4704 College Avenue, San Diego, California 92115, consisting of approximately 5,184 square feet of land including an approximately 1,534 square foot building, and as set forth in the attached Exhibit A.
2. Term. The term of this Permit ("Term") shall be three (3) years commencing on the first day of the calendar month following the Effective Date. "Permit Year" as used in this Permit shall mean the first 12 calendar months of the Term and each 12-month period thereafter during the Term. PERMITTEE may terminate this Permit at any time with written notice to CITY.

3. Revocable License. PERMITTEE acknowledges that its continued occupancy and use of the Permit Area under the terms and conditions of this Permit must be approved by CITY'S City Council, which approval may or may not be granted, in the sole discretion of the City Council. This Permit is not a lease. It is a license to use CITY-owned property, and may be revoked by CITY at will. Such revocation shall terminate this Permit, and PERMITTEE shall immediately cease its use of the Permit Area and commence and diligently pursue the removal of its property from the Permit Area. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a result of such revocation or the termination of this Permit. PERMITTEE expressly waives any claim for expense or loss which PERMITTEE might incur as a result of CITY'S termination of this Permit. CITY may enter upon the Permit Area at all times upon prior notice to PERMITTEE.
4. Use of Permit Area. PERMITTEE may enter upon and use the Permit Area solely and exclusively for the purpose of providing the BID Services and for any other use as may be approved in writing by CITY. PERMITTEE shall be open Monday through Friday (excepting holidays) from 9:00 A.M. to 5:00 P.M. PERMITTEE shall continuously occupy and use the Permit Area throughout the Term. PERMITTEE'S unauthorized use of the Permit Area or PERMITTEE'S failure to continuously occupy and use the Permit Area as provided herein shall be a default and subject this Permit to immediate termination at CITY'S sole option.
5. Maintenance of the Permit Area. PERMITTEE shall, at PERMITTEE'S sole cost and expense and to CITY'S satisfaction, maintain the Permit Area in a decent, safe, healthy and sanitary condition at all times during the Term.
6. Landscaping. PERMITTEE, at PERMITTEE'S sole cost and expense, shall mow the lawn weekly, trim the bushes weekly, adequately irrigate the vegetation on the Permit area (every other day is recommended), and otherwise maintain the landscaping of the Permit Area in at least the condition existing on the Effective Date.
7. Inspection. CITY may, at all times upon prior notice, enter and inspect the Permit Area.
8. Fees, Rent. On or before the Effective Date, PERMITTEE shall pay CITY a one-time, non-refundable processing fee of Six Hundred Dollars (\$600). PERMITTEE shall pay CITY a monthly administrative fee ("Administrative Fee") in the amount of Two Hundred Forty-Eight Dollars (\$248) to offset CITY'S costs of administering this Permit. The Administrative Fee shall be increased as of January 1 of each calendar year during the Term, based on any increase in the Consumer Price Index. PERMITTEE shall pay CITY rent in the amount of One Dollar (\$1) per Permit Year, payable on the first day of each Permit Year during the Term.
 - a. Delinquent Payments. If PERMITTEE fails to pay any amount due CITY under this Permit when due, PERMITTEE shall pay, in addition to the unpaid amount, five percent (5 %) of the delinquent amount. If the payment is still unpaid after fifteen (15) days past due, PERMITTEE shall pay an additional five percent (5%)

[being a total of ten percent (10%)] of the delinquent payment, which is agreed to be appropriate to compensate CITY for loss resulting from such delinquency, including lost interest, opportunities, legal costs, and the cost of servicing the delinquent account. In no event shall the charge for late payment be less than Twenty-Five Dollars (\$25).

- b. Time and Place of Rent Payment. Payments are due in advance on or before the first day of each applicable time period. Checks shall be made payable to the City Treasurer and mailed to the **Office of the City Treasurer, City of San Diego, P.O. Box 122289, San Diego, California 92112-4165**, or delivered to the **Office of the City Treasurer, Civic Center Plaza, 1200 Third Avenue, First Floor, San Diego, California**. The place and time of payment may be changed at any time by CITY upon thirty (30) days prior written notice to PERMITTEE. Mailed payments shall be deemed paid upon the date such payment is postmarked by the postal authorities. If postmarks are illegible, the payment shall be deemed paid upon actual receipt by the City Treasurer. PERMITTEE assumes all risk of loss and responsibility for late payment charges if payments are made by mail.
9. Utilities. PERMITTEE shall order, obtain, and pay for all utilities, and service and installation charges, in connection with the operation and maintenance of the Permit Area. All utilities shall be installed underground.
10. CITY'S Consent, Discretion. Whenever required under this Permit, CITY'S consent or approval shall mean the written consent or approval of the Mayor of San Diego, or his or her designee ("Mayor"), unless otherwise expressly provided. CITY'S discretionary acts hereunder shall be made in the Mayor's discretion, unless otherwise expressly provided.
11. Improvements/Alterations. PERMITTEE shall not construct any improvements, structures, or installations on the Permit Area, and shall not alter the Permit Area without CITY'S prior written consent. PERMITTEE shall not make any major structural or architectural design alterations to approved improvements, structures or installations on the Permit Area without CITY'S prior written consent, which may not be unreasonably withheld. This provision shall not relieve PERMITTEE of any obligation under this Permit to maintain the Permit Area in a decent, safe, healthy, and sanitary condition, including structural repair and restoration of damaged or worn improvements. Except as required by law, CITY shall not be obligated to make any repair or assume any expense for any improvements or alterations to the Permit Area.
12. Ownership of Improvements and Personal Property.
 - a. Improvements. Upon expiration or termination of this Permit, any and all improvements, trade fixtures, structures, and installations or additions to the Permit Area now existing or constructed on the Permit Area by PERMITTEE shall be deemed to be part of the Permit Area and shall become CITY'S property free of all liens and claims. Notwithstanding the foregoing, CITY may, upon notice to PERMITTEE at termination or within sixty (60) days prior to the

expiration of the Term, elect not to assume ownership of all or any improvements, trade fixtures, structures, and installations. PERMITTEE shall, at PERMITTEE'S sole cost and expense, remove all such improvements, structures and installations prior to the expiration of the Term, or within sixty (60) days after a notice of termination. If PERMITTEE fails to remove any improvements, structures, and installations as required by this Permit, PERMITTEE shall pay CITY the full cost of any removal.

- b. Personal Property. PERMITTEE shall remove PERMITTEE-owned machines, appliances, equipment (other than trade fixtures), and other items of personal property prior to the expiration of the Term, or as soon as reasonably practicable after a notice of termination, but in no event later than sixty (60) days after such notice of termination. Any such items which PERMITTEE fails to remove shall be deemed abandoned and become CITY'S property free of all claims and liens, or CITY may, at its option, remove such items at PERMITTEE'S sole cost and expense. If any removal of such personal property by PERMITTEE results in damage to the Permit Area, PERMITTEE shall repair all such damage at its sole cost and expense.
 - c. Late Removal. PERMITTEE shall pay additional rent for any period of time needed to remove any improvements or personal property, whether by CITY or PERMITTEE, after the expiration or termination of this Permit. Such additional rent shall be at the greater of the then-current rental rate under this Permit and the rate reasonably determined by CITY'S Real Estate Assets Department to be the then fair market rental value for the Permit Area.
 - d. CITY'S Right to Acquire. Notwithstanding the foregoing, if PERMITTEE elects to dispose of any of its personal property used in its operations on the Permit Area, upon expiration or termination of this Permit, CITY shall have the first right to acquire or purchase such personal property.
13. Insurance. On or before the Effective Date, PERMITTEE shall deliver to CITY a current certificate of insurance for a Commercial General Liability policy providing coverage for bodily injury, including death, personal injury, and property damage with limits of at least One Million Dollars (\$1,000,000) per occurrence, subject to an annual aggregate of Two Million Dollars (\$2,000,000), AND Fire, Extended Coverage, and Vandalism insurance on all insurable property on the Permit Area in an amount to cover 100 percent (100%) of the replacement cost. Any proceeds from a loss shall be payable jointly to CITY and PERMITTEE. The proceeds shall be placed in a trust fund to be reinvested in rebuilding or repairing the damaged property.
- a. Additional Insureds. Pursuant to a separate endorsement [CG2010 (11/85) or equivalent form], "The City of San Diego, its elected officials, officers, employees, representatives, and agents" shall be named as additional insureds in all policies.

- b. Primary & Non-Contributory. Insurance policies shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or maintained by CITY. The policies shall be kept in force for the duration of the Term and any extended use. The certificate(s) of insurance shall be filed with CITY'S Real Estate Assets Department upon execution of this Permit.
- c. Qualified Insurer(s). All insurance required by the terms of this Permit must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to CITY. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet CITY requirements.
- d. Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of PERMITTEE and must be disclosed and acceptable to CITY at the time evidence of insurance is provided.
- e. Continuity of Coverage. All policies shall be in effect on or before the first day of the Term of this Permit, except "course of construction fire insurance" shall be in force on commencement of all authorized construction on the Permit Area, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. At least thirty (30) days prior to the expiration of each insurance policy, PERMITTEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Permit.
- f. Modification. To assure protection from and against the kind and extent of risk existing on the Permit Area, CITY, at its discretion, may require the revision of amounts and coverages at any time during the Term by giving PERMITTEE thirty (30) days prior written notice. PERMITTEE shall also obtain any additional insurance required by CITY for new improvements, in order to meet the requirements of this Permit.
- g. Accident Reports. PERMITTEE shall report to CITY any accident causing more than Five Thousand Dollars (\$5,000) worth of property damage or any serious injury to persons on the Permit Area. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.
- h. Failure to Comply. If PERMITTEE fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, CITY may obtain the insurance. PERMITTEE shall reimburse CITY for the premiums paid, with interest at the maximum allowable legal rate then in effect in California. CITY shall notify PERMITTEE of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. PERMITTEE shall pay such reimbursement and interest on the first (1st)

day of the month following CITY'S notice. **Notwithstanding any other provision of this Permit, if PERMITTEE fails or refuses to obtain or maintain insurance as required by this Permit, or fails to provide proof of insurance, CITY may terminate this Permit immediately upon such breach. Upon such termination, PERMITTEE shall immediately cease its use of the Permit Area and commence and diligently pursue the removal of its property from the Permit Area.**

14. Indemnification. PERMITTEE shall protect, defend, indemnify, and hold CITY, its elected officials, officers, representatives, agents and employees, harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to PERMITTEE'S officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with this Permit or PERMITTEE'S occupancy, use, development, or maintenance of the Permit Area, and all expenses of investigating and defending against same, including without limitation attorney fees and costs; provided, however, that PERMITTEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of CITY, its elected officials, officers, representatives, agents and employees. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, PERMITTEE shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs.
15. No Discrimination. PERMITTEE shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in PERMITTEE'S use of the Permit Area, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.
16. Local Business and Employment. PERMITTEE acknowledges that CITY seeks to promote employment and business opportunities for local residents and firms in all CITY contracts. PERMITTEE will, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, for work associated with this Permit from local residents and firms as opportunities occur. PERMITTEE agrees to hire qualified local residents and firms whenever feasible.
17. Drug-free Workplace. PERMITTEE shall be required to abide by the omnibus drug legislation passed by Congress on November 18, 1988, by adopting and enforcing a policy to maintain a drug-free workplace by doing all of the following:
 - 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of controlled substances are prohibited on the Permit Area and specifying the actions that will be taken against

employees for violations of the prohibition; and

- 2) Establish a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. PERMITTEE'S policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employees assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
18. Disabled Access Compliance. PERMITTEE shall comply with the California Government Code, Sections 11135-11139.5; the Federal Rehabilitation Act of 1973, Section 504, Title V; the Americans with Disabilities Act of 1990 (ADA); and any other applicable state and federal laws and regulations hereafter enacted protecting the rights of people with disabilities.
19. PERMITTEE'S Risk. PERMITTEE shall bear all risks and liability arising out of or in any manner directly or indirectly connected with PERMITTEE'S occupancy, use, development and maintenance of the Permit Area and any damages to the improvements on, under, or in the vicinity of the Permit Area resulting directly or indirectly thereby.
20. No Nuisance. PERMITTEE shall not use the Permit Area in any manner which, in CITY'S opinion, creates a nuisance or disturbs the quiet enjoyment of persons in and to the surrounding area.
21. No Assignment. PERMITTEE shall not assign any rights granted by this Permit or any interest herein without CITY'S prior written consent. Approval of any such proposed assignment may be withheld in CITY'S sole and absolute discretion. Any assignment by operation of law shall automatically terminate this Permit.
22. Signs. PERMITTEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings or similar devices or advertising without CITY'S prior written consent. If any such unauthorized item is found on the Permit Area, PERMITTEE shall remove the item at its expense within 24 hours notice by CITY, or CITY may thereafter remove the item at PERMITTEE'S cost.
23. Encumbrances. PERMITTEE shall keep the Permit Area free from all encumbrances and liens of any nature which arise out of or are in any manner directly or indirectly connected with this Permit or PERMITTEE'S occupancy, use, development, or maintenance of the Permit Area. PERMITTEE shall protect, defend, indemnify, and hold CITY harmless from and against any and all such encumbrances and/or liens, and from and against any claim, liability, cost or expense, including without limitation all attorney fees and costs, relating to or charged against the Permit Area, including without limitation PERMITTEE'S failure or the failure of any contractor or subcontractor hired by PERMITTEE to pay any person or persons referred to in Section 3181 of the California Civil Code or other applicable sections

thereof.

24. Compliance with Laws. PERMITTEE shall, at its sole cost and expense, comply with all the requirements of all rules, regulations, ordinances, laws and direction of governing authorities now in effect or which may hereafter be in effect, which pertain to PERMITTEE'S occupancy, use, development, and maintenance of the Permit Area.
25. Taxes. PERMITTEE shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon PERMITTEE or the Permit Area, including the land, any buildings, structures, machinery, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by PERMITTEE, or levied by reason of the business or other PERMITTEE activities related to the Permit Area, including any licenses or permits. PERMITTEE acknowledges that this Permit may create a possessory interest subject to property taxation, and that PERMITTEE may be subject to the payment of taxes levied on that interest. PERMITTEE shall pay all such possessory interest taxes. PERMITTEE'S payment for such taxes, fees, and assessments shall not reduce any payment due CITY.
26. Hazardous Substances. PERMITTEE shall not allow the installation or release of hazardous substances in, on, under, or from the Permit Area. PERMITTEE and PERMITTEE'S agents and contractors shall not store, utilize, or sell any hazardous substance on the Permit Area without CITY'S prior written consent. For the purposes of this provision, a release shall include but not be limited to any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" shall mean those hazardous substances listed by the Environmental Protection Agency in regularly released reports and any other substances incorporated into the State of California's list of hazardous substances. A copy of the presently effective EPA and the State lists is on file in the Office of the City Clerk as Document 769704 and by this reference is incorporated into this Permit.
 - a. Remediation. If any release of a hazardous substance occurs, PERMITTEE shall pay all costs of remediation and removal of the hazardous substance in accordance with all applicable laws and rules and regulations of governmental authorities.
 - b. Indemnity. PERMITTEE shall protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from PERMITTEE'S occupancy, use, development, or maintenance of the Permit Area, including but not limited to costs of environmental assessments, costs of remediation and removal, any necessary response costs, damages for injury to natural resources or the public, and costs of any health assessment or health effect studies.
 - c. Notice of Release. If PERMITTEE knows or has reasonable cause to believe that any hazardous substance has been released on or beneath the Permit Area,

PERMITTEE shall give written notice to CITY within three (3) days of receipt of the knowledge or cause for belief. If PERMITTEE knows or has reasonable cause to believe that such substance is an imminent and substantial danger to public health and safety, PERMITTEE shall notify CITY immediately upon receipt of such knowledge or belief and shall take all actions necessary to alleviate the danger. PERMITTEE shall notify CITY immediately of any notice of violation received or initiation of environmental actions or private suits related to the Permit Area.

- d. Environmental Assessment. At CITY'S option upon expiration or termination of this Permit, an environmental assessment of the Permit Area shall be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. The environmental assessment shall be obtained at PERMITTEE'S sole cost and expense, and shall establish what, if any, hazardous substances exist on, in, or under the Permit Area, and in what quantities. If any hazardous substances exist in quantities greater than that allowed by CITY, county, state, or federal laws, statutes, ordinances, or regulations, then the environmental assessment shall include a discussion of these substances with recommendations for remediation and removal necessary to effect compliance with those laws or statutes, and estimates of the cost of such remediation or removal. PERMITTEE shall cause the remediation and/or removal recommended in the environmental assessment such that compliance with environmental law is achieved, and PERMITTEE shall pay all costs and expenses therefor.
27. Waiver. CITY'S failure to insist upon the strict performance of any of PERMITTEE'S obligations under this Permit, in one or more instance, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. The property constituting the Permit Area is CITY-owned and held in trust for the benefit of CITY'S citizens. CITY'S failure to discover a breach of any obligation of this Permit or take prompt action to require the cure of any such breach shall not result in an equitable estoppel, but CITY may at any and all times require the cure of any such breach.
28. Survival. Any obligation which accrues under this Permit prior to its expiration or termination shall survive such expiration or termination.
29. Entire Agreement. This Permit constitutes the entire agreement between the parties and supersedes any and all prior understandings, representations, warranties and agreements between them and pertaining to this Permit and PERMITTEE'S occupancy, use, development, and maintenance of the Permit Area. Any modification, alteration, or amendment of this Permit shall be in writing and signed by all the parties hereto.
30. Legal Proceedings. If CITY commences legal proceedings to enforce any right or obligation under this Permit, PERMITTEE shall pay all costs in connection therewith, including reasonable attorney fees and costs.

31. Notices. Any notice required or permitted to be given under this Permit shall be in writing and may be served personally or delivered by United States mail, postage prepaid, and addressed to CITY or PERMITTEE, respectively, as follows:

THE CITY OF SAN DIEGO

Attention: Director, Real Estate Assets Department
1200 Third Avenue, Suite 1700 (MS 51A)
San Diego, California 92101

COLLEGE AREA ECONOMIC DEVELOPMENT CORPORATION

Attention: Christina Kish, Executive Director
P.O. Box 151176
San Diego, California 92175-1176

32. Governmental Approvals. By entering into this Permit, neither CITY nor CITY'S City Council is obligating itself to any governmental agent, board, commission, or agency with regard to any other discretionary action relating to PERMITTEE'S occupancy, use, development, or maintenance of the Permit Area. Discretionary action includes but is not limited to re-zonings, variances, environmental clearances, or any other governmental approvals which may be required for PERMITTEE'S occupancy, use, development, or maintenance of the Permit Area.

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33. Authority to Contract. Each individual executing this Permit on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Permit on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Permit is binding upon such person or entity in accordance with its terms. Each person executing this Permit on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid.

IN WITNESS WHEREOF, this Permit is executed to be effective as of the Effective Date.

Date: 12/26/06

THE CITY OF SAN DIEGO, a California municipal corporation

BY: David Sandoval
Name: DAVID SANDOVAL
Title: DEPUTY DIRECTOR, REAL ESTATE ASSETS

Date: 12/19/06

COLLEGE AREA ECONOMIC DEVELOPMENT CORPORATION, a California public benefit corporation

BY: Christina Vincent
Name: Christina Vincent
Title: Executive Director

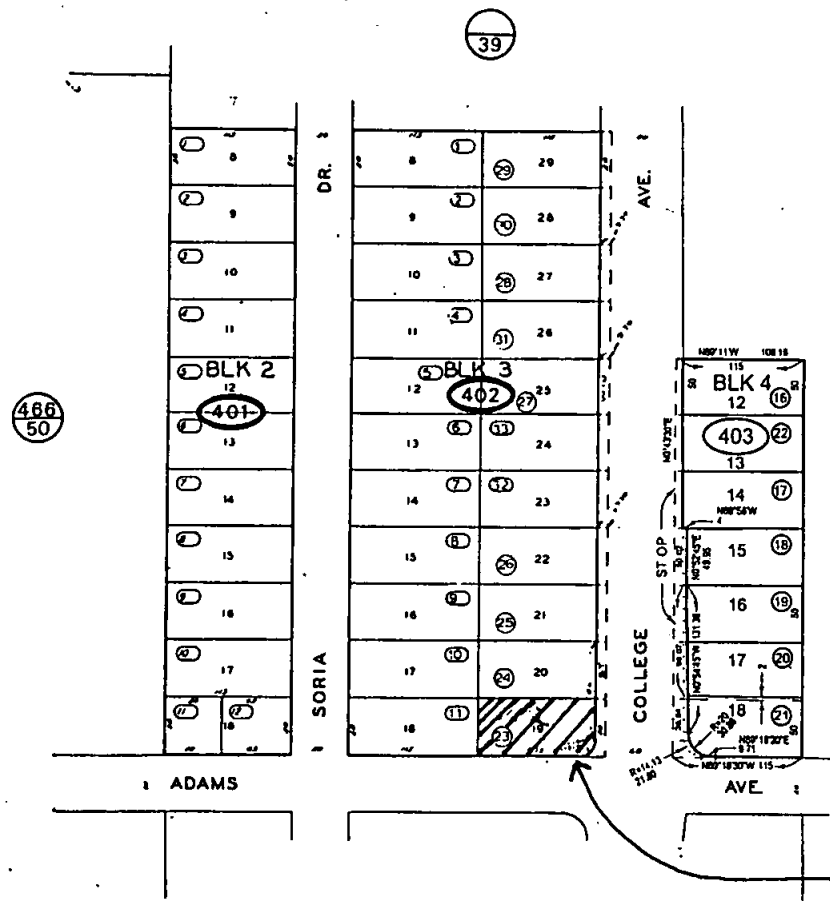
APPROVED AS TO FORM AND LEGALITY:

Effective Date: 12/26/06

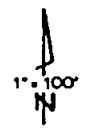
MICHAEL J. AGUIRRE, City Attorney

BY: Brock Ladevich
Brock Ladevich, Deputy City Attorney

EXHIBIT "A" - PERMIT AREA



467-40



5/06/2003 RMM

CHANGES				
BLK	OLD	NEW	YR	CUT
403	6	2400	61	970
402	17	3300	61	3987
403	18-21	5700	04	4833

PERMIT AREA

4704 COLLEGE AVENUE

SAN DIEGO, CALIFORNIA 92115

SAN DIEGO COUNTY
ASSESSOR'S MAP
BOOK 467, PAGE 40.

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS
ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS
MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

MAP 1996 - EL RETIRO

CITY OF SAN DIEGO

RIGHT OF ENTRY PERMIT

THIS RIGHT OF ENTRY PERMIT ("Permit") is executed by and between the CITY OF SAN DIEGO, a municipal corporation ("City"), and College Area Economic Development Corporation, a California Public Benefit Corporation ("Permittee").

1. Right to Enter. City grants permission to Permittee to enter upon City-owned real property located at 4704 College Avenue, San Diego, CA 92115, consisting of approximately 5,184 square feet of land and 1,534 square feet building, and as specifically set forth on the attached Exhibit "A" ("Permit Area"), incorporated into this Permit by this reference. Permission to enter the Permit Area is conditioned upon the terms set forth below.
2. Use of Permit Area. Permittee shall have exclusive use of the Permit Area for purposes of conducting business to provide small business owners with technical assistance with exposure for economic opportunities and for no other purpose whatsoever. The days and hours of operation and use of the Permit Area will be Monday through Friday from 9:00 a.m. to 5:00 p.m. Permittee shall be responsible for obtaining all permits for the maintenance, security and use of the Permit Area.
3. Permit Fee. Consideration to City for granting this Permit is one dollar (\$1), receipt of which is acknowledged by City.
4. Effective Date. This Permit shall be in effect upon execution by City and Permittee and as of the approval date of the City Attorney and shall expire on September 30, 2005. This Permit shall terminate if the Permittee enters into a lease agreement with City for use of the Premises prior to September 30, 2005. This Permit has no holdover provision, in no event shall Permittee occupy the Permit Area beyond the expiration of the Permit.
5. Insurance. Prior to approval of this Permit by City, Permittee shall deliver to City a certificate of insurance for public liability and property damage in which "The City of San Diego, its elected officials, officers, representatives, agents and employees" are named as additional insureds, in an amount of not less than One Million Dollars (\$1,000,000) combined single limit liability with an occurrence claims form. The policy shall be kept in force for the duration of this Permit. The certificate of insurance shall be filed with City's Real Estate Assets Department upon execution of this Permit.
6. Hold Harmless. Permittee agrees to defend, indemnify, protect, and hold City, its elected officials, officers, representatives, agents and employees, harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Permittee's employees, invitees, guests, agents, or officers,

which arise out of or are in any manner directly or indirectly connected with the grant of this Permit to the Permittee, the development or operation of the Permit Area or the work and operations to be performed under this Permit, and all expenses of investigating and defending against same; provided, however, that Permittee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of City, its elected officials, officers, representatives, agents and employees.

7. No Discrimination. Permittee shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in Permittee's use of the Permit Area, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.
8. Permittee's Risk. All risks in connection with Permittee's use of the Permit Area and any damages to the improvements on the Permit Area, under the Permit Area, or in the vicinity of the Permit Area shall be borne in full by Permittee.
9. Nuisance. Permittee shall not use the Permit Area in any manner which, in the opinion of the City Manager, creates a nuisance or disturbs the quiet enjoyment of persons in the surrounding area.
10. Revocable Permit. This Permit is not a lease. It is a license to use City property, revocable at any time by City. It is mutually agreed that City shall not be obligated for any loss, financial or otherwise, which may be incurred by Permittee as a result of termination of this Permit, and, further, that Permittee expressly waives any claim for expense or loss which Permittee might incur as a result of termination of this Permit. City shall have and maintain the right at all times to enter upon the Permit Area in City's sole discretion.
11. Possessory Interest Tax. Permittee recognizes and understands that this Permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on the interest. Any tax payment shall not reduce any fee paid City under this Permit. Permittee shall pay any tax or assessment before it becomes delinquent.
12. Compliance with Laws. Permittee shall at its sole cost and expense comply with all the requirements of all municipal, state, and federal authorities now in effect or which may hereafter be in effect, which pertain to the Permit Area.
13. No Assignment. Permittee shall not assign any rights granted by this Permit or any interest in this Permit. Any assignment by operation of law shall automatically terminate this Permit.

14. Signs. No signs shall be displayed on the Permit Area without the prior written consent of the City Manager.
15. Encumbrances. Permittee shall keep the Permit Area free from all encumbrances and liens of any nature during the term of this Permit. Permittee shall defend, hold harmless and indemnify City from and against any and all such encumbrances and/or liens and from and against any claim, liability, cost or expense (including all costs and attorneys' fees), which may be filed or instituted against the Permit Area (including without limitation Permittee's failure or the failure of any contractor or subcontractor hired by Permittee) to pay any person or persons referred to in Section 3181 of the California Civil Code or other applicable sections.
16. Maintenance of the Permit Area. Permittee shall be solely responsible for maintaining the Permit Area in a decent, safe, healthy and sanitary condition at all times during the entire term of this Permit to the satisfaction of the City Manager or designee.
17. Utilities. Permittee shall order, obtain and pay for all utilities and service installation charges in connection with the operation of the Premises.
18. Waiver. The failure of City to insist upon strict performance by Permittee of any condition of this Permit, in one or more instances, shall not be construed as a waiver of any condition, and the condition shall remain in full force and effect.
19. Oral Representations. This Permit contains the complete expression of the agreement between the parties, and there are no promises, representations, agreements, warranties or inducements, either expressed orally or implied, except as set forth in this Permit. The conditions of the Permit cannot be changed in any respect except by written agreement between the parties.
20. Landscaping. Permittee shall mow the lawn, trim the bushes weekly and shall irrigate the vegetation on the Permit Area every other day during the entire term of this Permit.
21. Inspection. City may enter and inspect the operations permitted under this Permit at any time.
22. Legal Proceedings. Should it become necessary for City to commence legal proceedings to collect any payments due under this Permit or to enforce any other condition of this Permit, Permittee agrees to pay all legal costs in connection with the legal proceedings, including reasonable attorneys' fees.

23. Notices.

Notices to City shall be mailed to:

City of San Diego
Real Estate Assets Department
Attention: Deputy Director, Asset Management and Marketing Division
1200 Third Avenue, Suite 1700 (MS 51A)
San Diego, CA 92101

Notices to Permittee shall be mailed to:

Christina Kish
Executive Director
College Area Business District
P.O. Box 151176
San Diego, CA 92175-1176

24. Governmental Approvals. By the granting of this Permit, neither City nor the Council of City is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to development or operation of the Permit Area. Discretionary action includes but is not limited to rezoning, variances, environmental clearances, or any other governmental agency approvals which may be required for the operation of the Permit Area.

This Right of Entry Permit is executed by City, acting by and through its City Manager, and by Permittee, acting by and through its lawfully authorized officers.

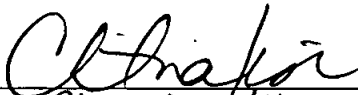
THE CITY OF SAN DIEGO

Date: 7/28/05

By: 
Deputy Director

College Area Business District, a California Public
Benefit Corporation

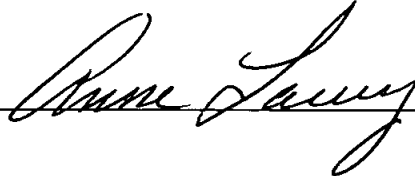
Date: 07/28/05

By: 
Name: Christina Kish
Title: Executive Director

This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Section 15301

ENVIRONMENTAL ANALYSIS SECTION
ENVIRONMENTAL CLEARANCE:

Date: 7/28/05

By: 

APPROVED AS TO FORM AND LEGALITY:

MICHAEL J. AGUIRRE, City Attorney

Date: 7/28/05

By: 
Deputy City Attorney

Site No. _____

6/27/05

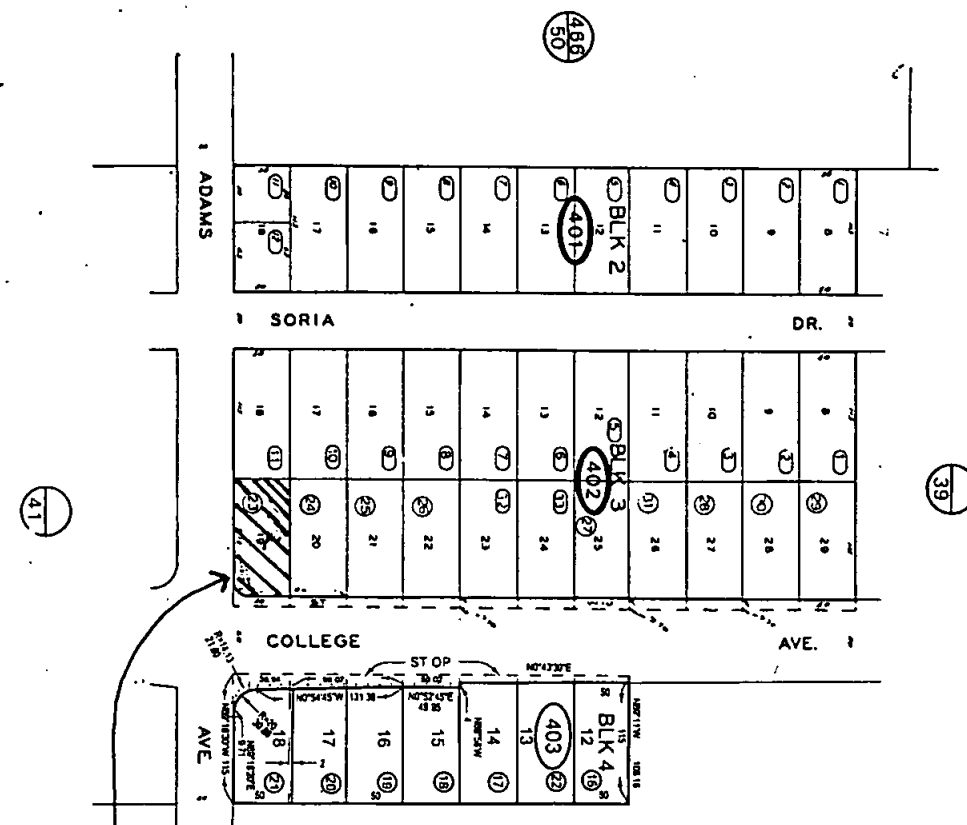
167-401-403

08

EXHIBIT "A" - PERMIT AREA

SAN DIEGO COUNTY
ASSESSOR'S MAP
BOOK 467 PAGE 40

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS
ASSUMED FOR THE ACCURACY OF THE DATA HEREON. ASSESSOR'S OFFICE
MAY NOT CORRECT WITH LOCAL SUPERVISION OR BEFORE ORDINANCE.



PERMIT AREA
4704 COLLEGE AVENUE
SAN DIEGO, CALIFORNIA 92115

MAP 1996 - EL RETIRO

CHANGES			
BLK OLD	NEW	CUT	
403	6	2422	1970
403	17	1907	1982
403	18-21	1982	1983

506/2003 R/M/M

467-40



1"=100'

CITY OF SAN DIEGO

RIGHT OF ENTRY PERMIT

THIS RIGHT OF ENTRY PERMIT ("Permit") is executed by and between the CITY OF SAN DIEGO, a municipal corporation ("City"), and College Area Economic Development Corporation, a California Public Benefit Corporation ("Permittee").

1. Right to Enter. City grants permission to Permittee to enter upon City-owned real property located at 4704 College Avenue, San Diego, CA 92115, consisting of approximately 5,184 square feet of land and 1,534 square feet building, and as specifically set forth on the attached Exhibit "A" ("Permit Area"), incorporated into this Permit by this reference. Permission to enter the Permit Area is conditioned upon the terms set forth below.
2. Use of Permit Area. Permittee shall have exclusive use of the Permit Area for purposes of conducting business to provide small business owners with technical assistance with exposure for economic opportunities and for no other purpose whatsoever. The days and hours of operation and use of the Permit Area will be Monday through Friday from 9:00 a.m. to 5:00 p.m. Permittee shall be responsible for obtaining all permits for the maintenance, security and use of the Permit Area.
3. Permit Fee. Consideration to City for granting this Permit is one dollar (\$1), receipt of which is acknowledged by City.
4. Effective Date. This Permit shall be in effect upon execution by City and Permittee and as of the approval date of the City Attorney and shall expire on April 30, 2006. This Permit shall terminate if the Permittee enters into a lease agreement with City for use of the Premises prior to April 30, 2006. This Permit has no holdover provision, in no event shall Permittee occupy the Permit Area beyond the expiration of the Permit.
5. Insurance. Prior to approval of this Permit by City, Permittee shall deliver to City a certificate of insurance for public liability and property damage in which "The City of San Diego, its elected officials, officers, representatives, agents and employees" are named as additional insureds, in an amount of not less than One Million Dollars (\$1,000,000) combined single limit liability with an occurrence claims form. The policy shall be kept in force for the duration of this Permit. The certificate of insurance shall be filed with City's Real Estate Assets Department upon execution of this Permit.
6. Hold Harmless. Permittee agrees to defend, indemnify, protect, and hold City, its elected officials, officers, representatives, agents and employees, harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Permittee's employees, invitees, guests, agents, or officers,

which arise out of or are in any manner directly or indirectly connected with the grant of this Permit to the Permittee, the development or operation of the Permit Area or the work and operations to be performed under this Permit, and all expenses of investigating and defending against same; provided, however, that Permittee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of City, its elected officials, officers, representatives, agents and employees.

7. No Discrimination. Permittee shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in Permittee's use of the Permit Area, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.
8. Permittee's Risk. All risks in connection with Permittee's use of the Permit Area and any damages to the improvements on the Permit Area, under the Permit Area, or in the vicinity of the Permit Area shall be borne in full by Permittee.
9. Nuisance. Permittee shall not use the Permit Area in any manner which, in the opinion of the City Manager, creates a nuisance or disturbs the quiet enjoyment of persons in the surrounding area.
10. Revocable Permit. This Permit is not a lease. It is a license to use City property, revocable at any time by City. It is mutually agreed that City shall not be obligated for any loss, financial or otherwise, which may be incurred by Permittee as a result of termination of this Permit, and, further, that Permittee expressly waives any claim for expense or loss which Permittee might incur as a result of termination of this Permit. City shall have and maintain the right at all times to enter upon the Permit Area in City's sole discretion.
11. Possessory Interest Tax. Permittee recognizes and understands that this Permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on the interest. Any tax payment shall not reduce any fee paid City under this Permit. Permittee shall pay any tax or assessment before it becomes delinquent.
12. Compliance with Laws. Permittee shall at its sole cost and expense comply with all the requirements of all municipal, state, and federal authorities now in effect or which may hereafter be in effect, which pertain to the Permit Area.
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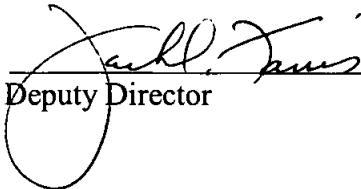
Christina Kish
Executive Director
College Area Business District
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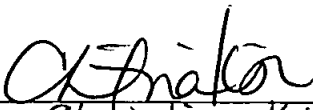
THE CITY OF SAN DIEGO

Date: 9/29/05

By: 
Deputy Director

College Area Business District, a California Public
Benefit Corporation

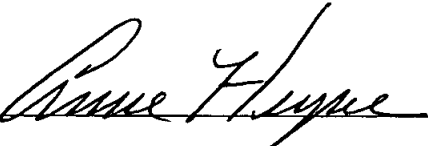
Date: 09/27/05

By: 
Name: Christina Kish
Title: Executive Director

This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Section 15301

ENVIRONMENTAL ANALYSIS SECTION
ENVIRONMENTAL CLEARANCE:

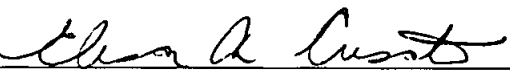
Date: 10/12/05

By: 

APPROVED AS TO FORM AND LEGALITY:

MICHAEL J. AGUIRRE, City Attorney

Date: 11/9/05

By: 
Deputy City Attorney

Site No. _____

6/27/05

