

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE  
N6871104RP04A29PAGE OF PAGES  
1 | 22. AMENDMENT/MODIFICATION NO.  
FOUR (4)3. EFFECTIVE DATE  
1 FEBRUARY 2008

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

6. ISSUED BY

CODE

OPMR.RK

7. ADMINISTERED BY (if other than Item 6)

CODE

SOUTHWEST DIVISION  
NAVAL FACILITIES ENGINEERING COMMAND  
REAL ESTATE DEPARTMENT  
1220 PACIFIC HIGHWAY  
SAN DIEGO, CA 92132-5190

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county State and ZIP Code)

CITY OF SAN DIEGO  
REAL ESTATE ASSETS DEPARTMENT  
1200 THIRD AVENUE  
SUITE 1700, MS 51A  
SAN DIEGO, CA 92101

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
N6871104RP04A29

CODE N57100

FACILITY CODE NAVSPECWAR

10B. DATED (SEE ITEM 13)

## 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 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) AG 97 08080100 74D1 254 48254 0 068688 2D C00018 482548RRMCMQ = \$2,400.00

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:

☒ D. OTHER (Specify type of modification and authority)  
BY MUTUAL CONSENT 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 INTENT OF THIS MODIFICATION IS TO MAKE THE FOLLOWING ADMINISTRATIVE CHANGES:

1) PROVIDE LINE OF ACCOUNTING AND FUNDING TO EXTEND LICENSE N6871104RP04A29, BETWEEN CITY OF SAN DIEGO AND U. S. NAVY FOR USE OF CAMP MORENA PROPERTY FOR THE PERIOD 1 FEBRUARY 2008 THROUGH 31 DECEMBER 2008.

2) BLOCK 8, NAVY ACCOUNTING DATA IS HEREBY AMENDED TO READ:  
AG 97 08080100 74D1 254 48254 0 068688 2D C00018 482548RRMCMQ = \$2,400.00

3) ADD ATTACHMENT "A", ATTACHED HERETO AND MADE A PART HEREOF, TO GENERAL PROVISIONS, EXHIBIT "D" OF THE LICENSE.

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

Except as provided herein, all terms and conditions of the document referenced in Item 19A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print)

DAVID A. SANDOVAL, DEPUTY DIRECTOR

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

ALEXANDRA S. ELIAS  
REAL ESTATE CONTRACTING OFFICER

15B. CONTRACTOR/OFFEROR

BY David A. Sandoval  
(Signature of Person Authorized to Sign)

15C. DATE SIGNED

2/13/08

16B. UNITED STATES OF AMERICA

BY Alexandra S. Elias  
(Signature of Contracting Officer)

16C. DATE SIGNED

2-1-08

# INSTRUCTIONS

Instructions for item 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 in 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 SF30 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 not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

ATTACHMENT "A"

N6871104RP04A29

**Camp Morena ENV Assessment Clause**

Upon the commencement of this In-License on December 31, 2004, the then existing environmental condition of the premises was documented in a Final Phase I Environmental Site Assessment, Contract Number GS-10F-0101L, (Assessment) dated May 2004. This Assessment was commissioned by the Headquarters California Army National Guard to document the environmental condition of the premises as of the date of its final occupancy of the premises. The Licensor and Licensee acknowledge and agree that this Assessment reasonably represented the physical and environmental condition, and as such, the pre-existing physical and environmental conditions of the premises at the commencement of this License by the Licensee. As such, Licensor and Licensee acknowledge and agree that the Licensee shall not have any liability for any condition or deficiency that existed on the premises as of the commencement date of this License on December 31, 2004.

The Assessment is attached hereto and by this reference made a part hereof.

**FAX TRANSMITTAL**

**Pages: two incl. cover**

From : Mike Fridgen  
NAVFACSW

To: Dave Martens  
City of San Diego

Date: 28 DEC 2007

Subj: Camp Morena License Term Extension

Dave,

We, Navy, have been staffing this license modification heavily for the last couple of weeks and still haven't totally closed the loop on some of the issues of concern to the CO of the base and some of the Environmental folks.

We need a little breathing room, so are proposing a one month extension to allow us more time to staff this. Attached is a mod for that extension. I have signed it for the Navy. If you will please sign it, we'll be good to go for another month and Rebecca will follow-up with you during January.

My last day is next Monday, 31 DEC 2007. I will take three copies of this mod with me over the weekend, and will meet you at any time and any place to fully execute this before the 30 DEC 2007 deadline. I will leave a message to that effect on your office and cell phones. My home phone is 619-522-6988 and the cell is 619-279-9385.

Thank you for your help and patience ! Have a fun and safe New Year !!

Mike Fridgen

*Emailed to :*

*rebecca.kelly@Navy.Mil*

*1/7/08 ENZA MOROS*

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

|                                                                                                                                                                                                    |                                       |                                                            |                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|------------------------------------------------------------|--------------------------------|
| 1. CONTRACT ID CODE<br>N6871104RP04A29                                                                                                                                                             |                                       | PAGE OF PAGES<br>1   1                                     |                                |
| 2. AMENDMENT/MODIFICATION NO.<br>THREE (3)                                                                                                                                                         | 3. EFFECTIVE DATE<br>31 DECEMBER 2007 | 4. REQUISITION/PURCHASE REQ. NO.                           | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY<br>SOUTHWEST DIVISION<br>NAVAL FACILITIES ENGINEERING COMMAND<br>REAL ESTATE DEPARTMENT<br>1220 PACIFIC HIGHWAY<br>SAN DIEGO, CA 92132-6180                                           | CODE<br>OPMR.RK                       | 7. ADMINISTERED BY (If other than Item 6)<br>CODE          |                                |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county State and ZIP Code)<br>CITY OF SAN DIEGO<br>REAL ESTATE ASSETS DEPARTMENT<br>1200 THIRD AVENUE<br>SUITE 1700, MS 51A<br>SAN DIEGO, CA 92101 |                                       | 9A. AMENDMENT OF SOLICITATION NO.                          |                                |
| CODE N44839                                                                                                                                                                                        |                                       | 9B. DATED (SEE ITEM 11)                                    |                                |
| FACILITY CODE NAVAL BASE CORONADO                                                                                                                                                                  |                                       | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>N6871104RP04A29 |                                |
|                                                                                                                                                                                                    |                                       | 10B. DATED (SEE ITEM 13)                                   |                                |

## 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 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) AE 97 07070100 74D1 254 48254 0 068688 2D C00005 482547RRMCMQ = \$2,400.00

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

|                                     |                                                                                                                                                                                                                         |
|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | 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.                                                                        |
| <input type="checkbox"/>            | 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). |
| <input type="checkbox"/>            | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:                                                                                                                                                |
| <input checked="" type="checkbox"/> | D. OTHER (Specify type of modification and authority)<br>BY MUTUAL CONSENT 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 INTENT OF THIS MODIFICATION IS TO MAKE THE FOLLOWING ADMINISTRATIVE CHANGES:

1) PROVIDE LINE OF ACCOUNTING AND FUNDING TO EXTEND LICENSE N6871104RP04A29, BETWEEN CITY OF SAN DIEGO AND U. S. NAVY FOR USE OF CAMP MORENA PROPERTY FOR THE PERIOD 31 DECEMBER 2007 THROUGH 31 JANUARY 2008.

2) BLOCK 8, NAVY ACCOUNTING DATA IS HEREBY AMENDED TO READ:  
AG 97 08080100 74D1 254 48254 0 068688 2D C00018 482548RRMCMQ = \$2,400.00

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

Except as provided herein, all terms and conditions of the document referenced in Item 19A or 10A, as heretofore changed, remains unchanged and in full force and effect

|                                                                                                 |                             |                                                                                                                     |                              |
|-------------------------------------------------------------------------------------------------|-----------------------------|---------------------------------------------------------------------------------------------------------------------|------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print)<br>DAVID SANDOVAL, DEPUTY DIRECTOR                |                             | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>MICHAEL J. FRIDGEN<br>REAL ESTATE CONTRACTING OFFICER |                              |
| 15B. CONTRACTOR/OFFEROR<br>BY <u>David Sandoval</u><br>(Signature of Person Authorized to Sign) | 15C. DATE SIGNED<br>11/3/08 | 16B. UNITED STATES OF AMERICA<br>BY <u>[Signature]</u><br>(Signature of Contracting Officer)                        | 16C. DATE SIGNED<br>12-28-07 |

## AMENDMENT OF SOLICITATION MODIFICATION OF CONTRACT

CONTRACT ID CODE  
N6871104RP04A29PAGE OF PAGES  
1 | 2

|                                                                                                                                                          |                                     |                                           |                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------------|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO.<br>ONE (1)                                                                                                                 | 3. EFFECTIVE DATE<br>1 JANUARY 2005 | 4. REQUISITION/PURCHASE REQ. NO.          | 5. PROJECT NO. (if applicable) |
| 6. ISSUED BY<br>SOUTHWEST DIVISION<br>NAVAL FACILITIES ENGINEERING COMMAND<br>REAL ESTATE DEPARTMENT<br>1220 PACIFIC HIGHWAY<br>SAN DIEGO, CA 92132-5190 | CODE<br>OPMR.RK                     | 7. ADMINISTERED BY (If other than Item 6) | CODE                           |

|                                                                                                                                                                                                    |                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county State and ZIP Code)<br>CITY OF SAN DIEGO<br>REAL ESTATE ASSETS DEPARTMENT<br>1200 THIRD AVENUE<br>SUITE 1700, MS 51A<br>SAN DIEGO, CA 92101 | 9A. AMENDMENT OF SOLICITATION NO.                          |
|                                                                                                                                                                                                    | 9B. DATED (SEE ITEM 11)                                    |
|                                                                                                                                                                                                    | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>N6871104RP04A29 |
|                                                                                                                                                                                                    | 10B. DATED (SEE ITEM 13)                                   |
| CODE N44939                                                                                                                                                                                        | FACILITY CODE NAVAL BASE CORONADO                          |

## 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 2 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) AB 97 06060100 74D1 242 48254 0 068688 2D C00003 482546RRMCMQ = \$2400.00

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

|                                     |                                                                                                                                                                                                                       |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | 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.                                                                      |
| <input type="checkbox"/>            | B. THE ABOVE NUMBERED CONTRACT/ORDER 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). |
| <input type="checkbox"/>            | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:                                                                                                                                              |
| <input checked="" type="checkbox"/> | D. OTHER (Specify type of modification and authority)<br>BY MUTUAL CONSENT OF BOTH PARTIES                                                                                                                            |

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)  
THE INTENT OF THIS MODIFICATION IS TO MAKE THE FOLLOWING CHANGES:

- 1) Extends the License until December 31, 2006 by exercising a one-year option to renew.
2. Section 3, LICENSED USES, is hereby amended by deleting the text thereof and replacing it with Exhibit "D".

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

Except as provided herein, all terms and conditions of the document referenced in Item 19A or 10A, as heretofore changed, remains unchanged and in full force and effect

|                                                                                                 |                                                                                                                     |                                                                                              |                                    |
|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|------------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print)<br>Jack D. Farris, Acting Director READ Estate    | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>MICHAEL J. FRIDGEN<br>REAL ESTATE CONTRACTING OFFICER |                                                                                              |                                    |
| 15B. CONTRACTOR/OFFEROR<br>BY <u>Jack D. Farris</u><br>(Signature of Person Authorized to Sign) | 15C. DATE SIGNED<br><u>12/09/05</u>                                                                                 | 16B. UNITED STATES OF AMERICA<br>BY <u>[Signature]</u><br>(Signature of Contracting Officer) | 16C. DATE SIGNED<br><u>12-7-05</u> |

(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 in 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 SF30 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 not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

Replace Section 3. Licensed Uses with the following:

3. LICENSED USES: Premises will be used as administrative and berthing facilities in support of training that will be occurring at La Posta.

Navy will conduct helicopter training operations at the camp. The helipad will also be used periodically by sub-licensees and other federal agencies for refueling or temporary waiting periods (due to fog and other interference at other airport locations). Licensee shall conduct low impact Military Operations Training in Urban Terrain (MOUT), including set up for communications-shots using portable antennas/satellites, static urban sniper, stalking, and reconnaissance training using the existing structures, roads, and other elements at the camp.



**DEPARTMENT OF THE NAVY  
SOUTH BAY AREA FOCUS TEAM  
SOUTHWEST DIVISION  
NAVAL FACILITIES ENGINEERING COMMAND  
2585 CALLAGAN HWY, BLDG 99  
SAN DIEGO, CALIFORNIA 92138-5198**

**11011  
Ser ROPMR.GM/019  
January 19, 2005**

**Mr. David Martens  
Property Agent  
The City of San Diego  
1200 Third Avenue, Suite 1700, MS 51A  
San Diego, CA 92101**

**Dear Mr. Martens:**

**Enclosed please find a fully-executed copy of Government In-License N6871104RP04A29, which authorizes the Navy's exclusive use of 62.49 acres of City property known as Camp Morena. The purpose of this license is to provide Navy Special Warfare Personnel with lodging and berthing in connection with their training at the La Posta Mountain Warfare Training Facility. This License expires December 30, 2005, with the option to renew said license for two additional one-year terms.**

**If you have any questions concerning the above, please call Mr. Greg Magnuson, Realty Specialist, at (619) 571-2667 or email at [greg.magnuson@navy.mil](mailto:greg.magnuson@navy.mil).**

**Sincerely,**

A handwritten signature in cursive script, reading "Esther P. Ewell", is written over the typed name.

**ESTHER P. EWELL  
Real Estate Contracting Officer  
By direction of the Commander**

**Enclosure (1): License N6871104RP04A29**

**Copy to (w/enc):  
Commanding Officer, Naval Base San Diego, Public Works Officer, (Code N46M), 2730  
McKean St., Building 291, San Diego, CA 92136**

**U.S. GOVERNMENT IN-LICENSE FOR EXCLUSIVE USE OF REAL PROPERTY**

Date of License: 31 DEC 04

License Number: N6871104RP04A29

**1. Licensor and Location of Licensed Premises:**

City of San Diego  
62.49 acres of land known as Camp Morena  
APN 605-060-04

All as shown on Exhibit "A", map of licensed premises and Exhibit "B", aerial photo of property, attached hereto and made a part hereof.

All that portion of tract 70 of the Morena Reservoir Basin, Exhibit "C", according to the U.S. Government, Department of the Interior Survey dated 20 January 1928 and filed in the Office of the County Assessor of said San Diego County more particularly described as:

Beginning at the northwesterly corner of Tract 71 of said U.S. Government Survey and being a point on the Easterly line of said Tract 70, thence north 2,632 feet along said Easterly line of Tract 70 to the Northeasterly corner thereof, thence West 1,320 feet to the Northwesterly corner of said Tract 70, thence South 1,491 feet along the Westerly line of said Tract 70 to a point, thence South 49°09'00" East a distance of 1,745 feet to the point Beginning and containing 62.49 acres more or less.

**2. Notification:**

Licensor: City of San Diego  
Real Estate Assets Department  
Attn: Mr. Jack D. Farris, Deputy Director, Asset Management Division  
1200 Third Avenue, Suite 1700, MS 51A  
San Diego, CA 92101

Phone: 619-236-6066

Licensee: Commander  
Southwest Division  
Naval Facilities Engineering Command  
Attn: Ms. Esther Ewell  
Real Estate Department  
1220 Pacific Highway  
San Diego, CA 92132-5190

Phone: 619-532-1164

RECEIVED  
CITY OF SAN DIEGO  
04 DEC 22 PM 12:24  
REAL ESTATE ASSETS DEPT.

### 3. Licensed Uses:

Use is restricted to berthing and lodging of Navy Special Warfare Command NAVSPECWAR teams in connection with local area training, and to the naval activities directed to supporting the teams.

### 4. Term:

The license is for the term beginning December 31, 2004 through December 30, 2005. Upon Licensor approval, the Licensee has the option to renew said license for two additional one-year terms, under the same terms and conditions, subject to availability of funds. The Licensee shall provide notice of renewal in writing to the Licensor at least 30 days before the end of the original license term.

### 5. Termination:

The Licensee may terminate this license at any time by giving the Licensor at least 30 days written notification. Said notice shall be computed commencing with the day after the date of mailing.

### 6. Fee:

Licensee shall pay the Licensor an annual fee, to be paid yearly, in arrears, for the use of the licensed premises, which shall be payable no later than the fifth working day of the month the fee is due. The Licensor shall be registered in the Central Contractor Registration and shall be paid through the Electronic Funds Transfer. The Licensee shall pay the Licensor an annual fee of \$2,400. Licensee shall pay all utility costs for the licensed premises

### 7. Insurance:

Licensor is aware that the Licensee is self insured. Insurance shall be kept in force at all times during the term of the License or any extension thereof.

### 8. Nonliability of Licensor for Damages:

Licensor shall not be liable for liability or damage claims for injury to persons, including Licensee and its agents or employees, or for property damage from any cause, related to Licensee's occupancy of the Licensed Premises.

### 9. Maintenance:

Licensee shall reasonably maintain all improvements on site, including but not limited to, all buildings, fencing, roads, area lighting, water wells, water storage tanks, septic systems and waste treatment facility, subject to availability of funds.

#### 10. Assignment or Sublease of Premises:

Licensee shall not assign this license or any interest therein, and shall not sublet the licensed premises or any part thereof, without the prior written consent of the Licensor. One consent by Licensee shall not be a consent to subsequent assignment, sublease, or occupation by other persons. Licensee's unauthorized assignment, sublease, or license to occupy shall be void, and shall terminate this license at licensor's option. Licensee's interest in this license is not assignable by operation of the law, nor is any assignment of it's interest herein, without Licensor's written consent.

#### 11. Hazardous/Toxic Waste:

Licensee will not allow the installation or release of hazardous substances in, on, under or from the premises. 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, oozing 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's list of hazardous substances. A copy of the presently effective EPA and the State list is on file in the City Clerk's office as City Clerk Document 769704-1

#### 12. Hazardous Materials: (explosives, ordinance, ammunition, etc.)

Licensee agrees and warrants that no such hazardous materials will be left or remain on the property after the Licensee vacates the property.

#### 13. Easements and Reservations:

Licensor reserves the right to grant and use easements or to establish and use right of way over, under, along and across the licensed premises for utilities, or access as deemed advisable for the public good.

#### 14. Surrender of Premises:

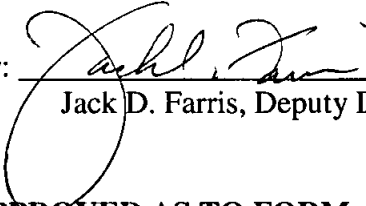
On expiration or termination of this license, Licensee shall surrender to Licensor the Premises and Licensor improvements and alterations in good condition, except for alterations that the Licensee has the right to remove or is obligated to remove.

#### 15. General Provisions:

General Provisions as described in Exhibit "D", attached hereto and made a part hereof.

LICENSOR:

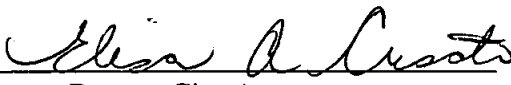
THE CITY OF SAN DIEGO, a municipal corporation

By:   
Jack D. Farris, Deputy Director

Date: 12-28-04

APPROVED AS TO FORM AND LEGALITY:

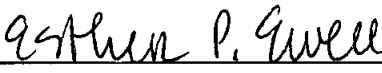
CITY ATTORNEY

By:   
Deputy City Attorney

Date: 1/6/05

LICENSEE:

UNITED STATES OF AMERICA

By:  1-25-05  
ESTHER P. EWELL Real Estate Contracting Officer Date

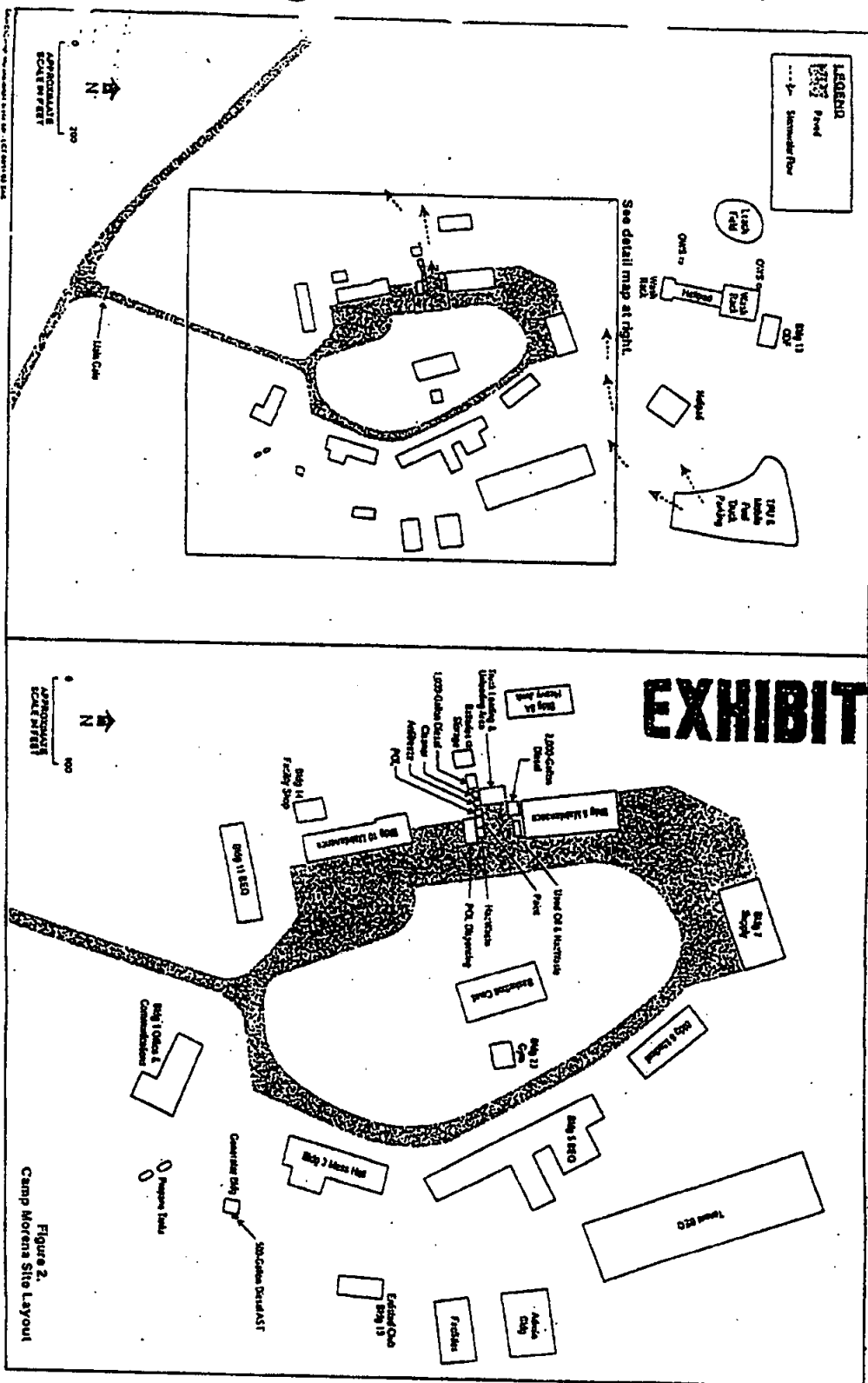
USING ACTIVITY

Naval Special Warfare Group ONE  
3632 Guadalcanal Road  
San Diego, CA 92155-5583

PAYING OFFICE

Director  
DFAS, San Diego, OPLOC  
Code FPV  
4181 Ruffin Road  
San Diego, CA 92123-1819

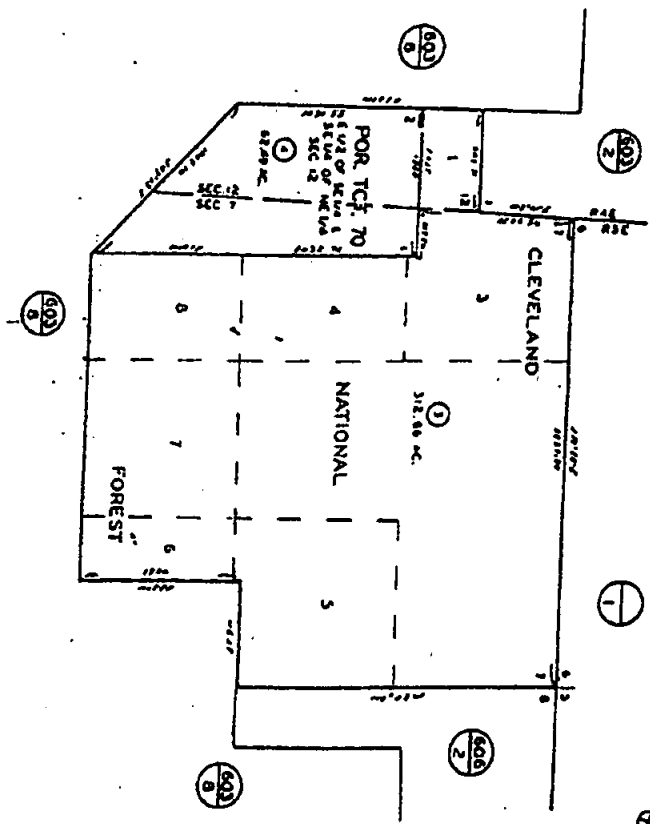
| A.<br>ACRN | B. APPROP/<br>SUBHEAD | C.<br>SUB-<br>HEAD | D. OBJ-<br>CLASS | E. BU.<br>CTRL | F. SA | G. AAA | H. TT | I. PAA | J. COST CODE | K.<br>AMOUNT |
|------------|-----------------------|--------------------|------------------|----------------|-------|--------|-------|--------|--------------|--------------|
| AA         | 05050100              | 74DI               | 253              | 48254          | 0     | 068688 | 2D    | C00013 | 482545RRMCMQ | \$ 2,400.00  |



# EXHIBIT C

USE THIS PLATE IN BALTIMORE TO  
BE CORRECT. THE COMPANY ASSUMES  
NO LIABILITY FOR ANY LOSS OR  
DAMAGE BY REASON OF NEGLIGENCE.

SEC 12-T17S-R4E-POR.  
SEC 7-T17S-R5E-POR.



7-16-82 KUA

| CHANGES | REASON           | DATE    | BY  |
|---------|------------------|---------|-----|
| 1       | 1/2 of Sec 1 & 2 | 7-16-82 | KUA |
| 2       | 1/2 of Sec 1 & 2 | 7-16-82 | KUA |
| 3       | 1/2 of Sec 1 & 2 | 7-16-82 | KUA |
| 4       | 1/2 of Sec 1 & 2 | 7-16-82 | KUA |
| 5       | 1/2 of Sec 1 & 2 | 7-16-82 | KUA |
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| 8       | 1/2 of Sec 1 & 2 | 7-16-82 | KUA |
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| 98      | 1/2 of Sec 1 & 2 | 7-16-82 | KUA |
| 99      | 1/2 of Sec 1 & 2 | 7-16-82 | KUA |
| 100     | 1/2 of Sec 1 & 2 | 7-16-82 | KUA |

AGRICULTURAL PRESERVE  
005-06

1-100'

NOTE: This plate is balanced to  
be correct. The Company assumes  
no liability for any loss or  
damage by reason of negligence.

## **GENERAL PROVISIONS**

## **EXHIBIT "D"**

U.S. Government In-License for exclusive use of Real Property

### **1. MAINTENANCE OF PREMISES.**

The Licensee shall maintain the demised premises, including the building and any and all equipment, fixtures, appurtenances, furnished by the Licensor under this license in good repair and tenantable condition subject to available funds, except in case of damage arising from the act or the negligence of the Licensor agents or employees. For the purpose of so maintaining said premises and property, the Licensor may at reasonable time, and with the approval of the authorized Government representative in charge, enter and inspect the same and make any necessary repairs thereto.

### **2. DAMAGE BY FIRE OR OTHER CASUALTY.**

If the said premises be destroyed by fire or other casualty this license shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Licensor the City of San Diego may terminate the license by giving written notice to the Licensee within 30 days thereafter, if so terminated no rent shall accrue to the Licensee after such partial destruction or damage; and if not so terminated the rent shall be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

### **3. COVENANT AGAINST CONTINGENT FEES.**

The Licensor warrants that no person or selling agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Licensor for the purpose of securing business. For breach or violation of this warranty the Licensee shall have the right to annul this license without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this license, may be considered as bona fide employees or agencies within the exception contained in this clause.)

### **4. OFFICIALS NOT TO BENEFIT**

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

### **5. LICENSOR'S SUCCESSORS.**

The terms and provisions of this license and the conditions herein shall bind the Licensor, and the Licensor's heirs, executors, administrators, successors, and assigns.

**6. NO DISCRIMINATION.**

Licensee 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 Licensee'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.

**7. LICENSEE'S RISK.**

All risks in connection with Licensee's use of the Permit Area and any damages to the improvements thereon, thereunder, or in the vicinity thereof shall be borne in full by Licensee.

**8. REVOCABLE LICENSE.**

This License is not a lease. It is a license to use City property, revocable in accordance with the Termination clause, item 5 of the license. It is mutually agreed that the City shall not be obligated for any loss, financial or otherwise, which may be incurred by Licensee as a result of termination of this License, and, further, that Licensee expressly waives any claim for expense or loss which Licensee might incur as a result of termination of this License.

**9. COMPLIANCE WITH LAWS.**

Licensee 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 License area.

**10. NUISANCE.**

Licensee shall not use the License 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.

**11. NO ASSIGNMENT.**

Licensee shall not assign any rights granted by this License nor any interest therein without the prior written approval of the City Manager. Approval of any such proposed assignment may be withheld in the sole and absolute discretion of the City Manager. Any assignment by operation of law shall automatically terminate this License.

**12. ENCUMBRANCES.**

Licensee shall keep the License Area free from all encumbrances and liens of any nature during the term of this License.

**13. GOVERNMENTAL APPROVALS.**

By the granting of this License, 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 License Area. Discretionary actions includes but is not limited to rezonings, variances, environmental clearances, or any other governmental agency approvals which may be required for the development and operation of the License Area.

OMB No. 1510-0056  
Expiration Date 01/31/2000

## PRIVACY ACT STATEMENT

# AGENCY INFORMATION

SF 3881 (Rev 12/90)  
Prescribed by Department of Treasury  
31 U S C 3322; 31 CFR 210