

CITY OF SAN DIEGO OPERATING LICENSE

Brown Field Airport Terminal Building

Job 255531

The City of San Diego ("City"), owner of Brown Field Airport, hereby grants permission to **Helen Ann Bunn**, ("Licensee") to enter upon the above-referenced City-owned property ("license area"), as delineated on the attached Exhibit "A," upon the following terms and conditions:

1. Licensee's use of the license area shall be limited to installation, maintenance and servicing of an Automatic Teller Machine (A.T.M.) in the terminal building at Brown Field Airport.
2. Consideration to City for granting this License shall be rent of \$25 per month. License fees are payable at the office of the City Treasurer on or before the first day of each month in advance, and must be accompanied by the City's invoices. Payments postmarked or paid in person after the due date will be subject to a late charge of \$15.
3. This permit shall be in effect upon execution hereof by City and Licensee and shall expire on January 31, 2001. This License may be canceled by either party upon a 30-day written notice to the other. Under no circumstances shall the City be responsible for any relocation payments or damages resulting from such termination.
4. Licensee certifies that a policy of public liability and property damage insurance, in which "The City of San Diego" is named as an additional insured, has been secured in an amount of not less than \$1 million combined single limit liability with an occurrence claims form and that said policy shall be kept in force for the duration of this license. A certificate of said insurance shall be filed with the City's Airports Division upon execution of this License.
5. Licensee agrees to defend, indemnify, protect, and hold City, its agents, officers, 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 Licensee's employees, invitees, guests, agents, or officers, which arise out of or are in any manner directly or indirectly connected with the development or operation of the license area or the work and operations to be performed under this License, and all expenses of investigating and defending against same; provided, however, that Licensee'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 agents, officers, or employees.

6. Licensee agrees not to 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 license area, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.
7. All risks in connection with Licensee's use of the license area and any damages to the improvements thereon, thereunder, or in the vicinity thereof shall be borne in full by Licensee.
8. Licensee shall not use the license area in any manner which, in the reasonable opinion of the City Manager, creates a nuisance or disturbs the quiet enjoyment of persons in the surrounding area.
9. This license is revocable at any time by the City of San Diego. It is mutually agreed that City of San Diego 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.
10. Licensee recognizes and understands that this License may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest. Licensee further agrees that such tax payment shall not reduce any fee paid City hereunder and that such tax shall be paid by Licensee before becoming delinquent.
11. Licensee shall at its sole cost and expense comply with all the requirements of all municipal, state, and federal laws and regulations now in effect or which may hereafter be in effect, which pertain to the license area.
12. 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.
13. No signs shall be displayed on the license area without the prior written consent of the City Manager.
14. Maintenance of the license area shall be the sole responsibility of Licensee during the entire term of this License.

THE ABOVE IS ACKNOWLEDGED AND ACCEPTED THIS ____ DAY OF
_____, 19__.

HELEN ANNE BUNN

THE CITY OF SAN DIEGO

Date: _____

C.V. SVENSSON, C.P.M.
Supervising Property Agent
Airports Division

cc: County Assessor

APPROVED AS TO FORM AND LEGALITY

CASEY GWINN, City Attorney

Date: _____

By: _____
Deputy City Attorney

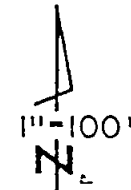
This agreement is categorically exempt
from California CEQA standards, section
15301, existing facilities.

DEVELOPMENT AND ENVIRONMENTAL PLANNING

Date: _____

By: _____
E.A.S.

~~646-05~~
760-233
SHT. 7 OF 7



8-3-94
MAS

EXHIBIT "A"

DETAIL "A" - 1" = 40'
BLDG. 2002
ADMINISTRATION

