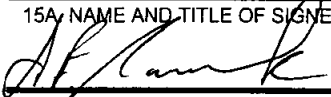


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE N6247309RP00030		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. ONE (1)		3. EFFECTIVE DATE 1 OCTOBER 2009		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY NAVAL FACILITIES ENGINEERING CMD SW ASSET MANAGEMENT ATTN: REAL ESTATE DEPT 1220 PACIFIC HIGHWAY SAN DIEGO, CA 92132-5190		CODE ROPMR.TR		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county State and ZIP Code) THE CITY OF SAN DIEGO REAL ESTATE ASSETS DEPARTMENT 1200 THIRD AVENUE, SUITE 1700 MS-51A SAN DIEGO, CA 92101 EXP: 31 AUGUST 2014				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. N6247309RP00030			
CODE NBPL		FACILITY CODE N63406		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)							
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 AGREEMENT OF BOTH PARTIES							
E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return <u>3</u> 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 CHANGE THE FOLLOWING:							
1. ARTICLE 10, OF THE LEASE AGREEMENT IS HEREBY AMENDED BY DELETING THEREFROM THE WORDS "IN ACCORDANCE WITH THIS SECTION, THE SUPPLIER OF SUCH UTILITIES AND SERVICES IS SPACE AND NAVAL WARFARE SYSTEMS CENTER, SAN DIEGO (SSC SD). SSC SD HAS DETERMINED THAT THE CHARGES FOR UTILITIES AND SERVICES AND THE METHOD OF PAYMENT UNDER THIS LEASE SHALL BE GOVERNED BY A MEMORANDUM OF AGREEMENT (MOA) BETWEEN SSC SD AND THE LESSEE" AND REPLACING IT WITH "EFFECTIVE 1 OCTOBER 2009 THE SUPPLIER OF SUCH UTILITIES, MAINTENANCE AND THE METHOD OF PAYMENT UNDER THIS LEASE SHALL BE GOVERNED BY NAVAL BASE POINT LOMA. THE POINT OF CONTACT FOR THE PAYMENT OF MAINTENANCE AND UTILITIES IS MARK JOHNSON, UTILITIES ENGINEERING TECHNICIAN, AT 619-556-7972, MARK.E.JOHNSON@NAVY.MIL OR CAROLINE MORTEN AT 619-532-4896, OR CAROLINE.MORTEN@NAVY.MIL.							
2. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.							
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)  James F. Barwick, CCIM Director, Real Estate Assets				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LAURA L. BOSCHEN, Real Estate Contracting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED <u>10/20/09</u>		16B. UNITED STATES OF AMERICA BY 		16C. DATE SIGNED <u>10/27/09</u>	
BY _____ (Signature of Person Authorized to Sign)				BY _____ (Signature of Contracting Officer)			

INSTRUCTIONS

Instructions for items 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.

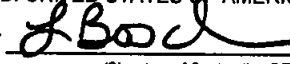
(5) When the SF30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to —

(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.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE N6871191RP00P16		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. TWELVE (12)		3. EFFECTIVE DATE 1 JUNE 2009		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
6. ISSUED BY NAVAL FACILITIES ENGINEERING CMD SW ASSET MANAGEMENT ATTN: REAL ESTATE 1220 PACIFIC HIGHWAY SAN DIEGO, CA 92132-5190		CODE ROPMR.TR		7. ADMINISTERED BY (if other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county State and ZIP Code) THE CITY OF SAN DIEGO REAL ESTATE ASSETS DEPARTMENT 1200 THIRD AVENUE, SUITE 1700 MS-51A SAN DIEGO, CA 92101 EXPIRATION: 31 AUGUST 2009				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. N6871191RP00P16			
				10B. DATED (SEE ITEM 13)			
CODE NBPL		FACILITY CODE N63406					
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)							
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 AGREEMENT OF BOTH PARTIES							
E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return <u>3</u> 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 CHANGE THE FOLLOWING:							
1. ARTICLE 2, TERM OF THE LEASE IS HEREBY AMENDED BY DELETING THEREFROM THE DATE "31 MAY 2009" AND INSERTING IN PLACE THEREOF THE DATE "31 AUGUST 2009", OR UNTIL A NEW LEASE AGREEMENT IS EXECUTED.							
2. 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)  James F. Barwick, CCIM BY Director, Real Estate Assets (Signature of Person Authorized to Sign)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LAURA L. BOSCHEN, Real Estate Contracting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
		5/12/09		BY  (Signature of Contracting Officer)		5-29-09	

**CITY OF SAN DIEGO
REQUEST FOR
MAYORAL ACTION**

MAYOR	FROM: Real Estate Assets Department	DATE: 5/27/2008
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SUBJECT:
Lease Amendment Approval - City Public Safety Communications Facility at Mount Soledad

ACTION REQUESTED:
Approve the amendment/modification between the City (Communications Division) and U.S. Navy for funding and 1-year extension/modification for a public safety communication facility on Navy property.

SUPPORTING INFORMATION:
Environmental Impact: This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Section 15301(c).
Community Area: La Jolla
Council District: 1
Attachments: 1. Modification with U.S. Navy; 2. Resolution No. 294460; 3. Initial Agreement with the U.S. Navy and City.

The City operates a public safety emergency radio communications facility on Mt. Soledad, a U.S. Navy-owned site. This facility serves as an integral part of the City's overall safety communications network. The current agreement is on holdover and the modification authorizes City to have continued non-exclusive use of the Mt. Soledad Signal Station for an additional 1-year with an understanding that a new agreement will follow. This is an interim modification while the Navy is obtaining market rates and considering changes in the site plan. Total rent is \$3,741.97 per month (\$2,888.83 rent, \$855.14 Maintenance/Utilities). Maintenance charges will increase in October 2008 by \$68.32 per month. Rent remains unchanged since Resolution 294460.

Fiscal Impact: For lease year May 31, 2008 to May 31, 2009 a total of \$45,450.20 to be paid from the Communications Division Fund (50064).

Document No. C-14639
Filed JUL 01 2008

**Office of the City Clerk
San Diego, California**

PLEASE ROUTE TO THE APPROPRIATE AUTHORITY

ACCOUNTING INFORMATION			ROUTING AND APPROVAL		
BUDGETED	UNBUDGETED		APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE
FUND	50064		ORIGINATING DEPARTMENT: READ	<i>A.F. Langth</i>	5/29/08
DEPARTMENT	539		CLIENT DEPT: COMMUNICATIONS	<i>Darin Hyatt</i>	5/29/08
ORGANIZATION	2150		CLEARING AUTHORITY DSD/EAS	<i>L. J. R.</i>	5/30/08
OBJECT ACCOUNT	4222		FM	<i>Julio Ramirez</i>	6/5/08
JOB ORDER NUMBER	005153		AUDITOR	<i>Christopher Russell</i>	6/10/08
C.I.P. NO.	N/A		DEPUTY CHIEF	<i>Beverly</i>	6/16/08
FACILITY	N/A		COO	<i>[Signature]</i>	6/17/08
AMOUNT	\$45,450.20		ORIGINATING DEPARTMENT: READ	<i>A.F. Langth</i>	6/18/08
ESTIMATED COST: \$45,450.20			CITY ATTORNEY	<i>Oliver</i>	6/26/08
AUDITOR'S CERTIFICATE NUMBER: (FOR AUDITOR'S USE ONLY)			CITY CLERK	<i>Gay</i>	7-1-08
FOR INFORMATION CONTACT: NAME: Gary Jones/April McCusker			Purchasing & Contracting	<i>Hilred Pepper</i>	6/27/08
MAIL STATION: 51/A	TELEPHONE NUMBER: 236-6264/236-6987				

DUPLICATE

DEPARTMENT OF THE NAVY
GENERAL PURPOSE OUTLEASE
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All correspondence in connection with
this contract should include reference
to Contract No. **N6247309RP00030**
Supersedes Contract No. **N6871191RP00P16**
Activity/UIC **N63406**

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NAVFAC 11011/43 (08/04)

DOCUMENT NO. 00-19867

FILED MAY 26 2009

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

**DEPARTMENT OF THE NAVY
GENERAL PURPOSE OUTLEASE
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All correspondence in connection with
this contract should include reference
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Contract No. N6247309RP00030
Supersedes Contract N6871191RP00P16
Activity/UIC N63406

**DEPARTMENT OF THE NAVY
GENERAL PURPOSE OUTLEASE**

BETWEEN

**THE UNITED STATES OF AMERICA
AND
THE CITY OF SAN DIEGO**

THIS LEASE, executed this ____ day of _____ 2009 by and between THE UNITED STATES OF AMERICA, acting by and through the Department of the Navy, hereinafter called the "Government" and, the City of San Diego, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, the Government owns that certain real property known as the Mount Soledad Signal Station, which is located in La Jolla, California and is under the control of the Department of the Navy, Naval Base Point Loma.

WHEREAS, the Leased Premises covered by this Lease and described in Section 1 of this Lease is a portion of the Mount Soledad Signal Station, and

WHEREAS, the Leased Premises are not excess property as defined in section 3 of the Federal Property and Administrative Services Act of 1949, as amended, (40 U.S.C. §102); and

WHEREAS, the Secretary of the Navy, pursuant to the provisions of 10 U.S.C. §2667, has determined that the proposed use of the Leased Premises, subject to the terms and conditions of this Lease will promote the national defense or be in the public interest.

NOW THEREFORE, in consideration of the terms, covenants, and conditions hereinafter set forth, Government and Lessee hereby agree as follows:

1. LEASED PREMISES.

A. Government does hereby lease, rent, and demise to Lessee, and Lessee does hereby hire and rent from the Government approximately 825 square feet of site area, which includes a 360 square feet equipment shelter, a 50 foot monopole, a 10 x 10

concrete pad and generator, hereafter referred to as the Leased Premises at the Navy Consolidated Area Radio Trunking System Complex as shown on Attachment A, attached hereto and made a part hereof, together with all improvements and all related Personal Property as described and/or shown in Attachment A, and with all rights of access to the Leased Premises for ingress, egress, parking, and utilities as provided in accordance with Paragraphs 10 and 30 below.

B. Property Condition, Lessee understands that the Leased Premises are offered and leased on an "as is, where is" basis, without representation or warranty on the part of the Government as to suitability for any purpose. Lessee has inspected the Leased Premises, knows the extent and condition of said Leased Premises, and acknowledges receipt of the Leased Premises as is, where is, from the Government. The Government is under no obligation to make any repair, alteration, or addition to the Leased Premises or to perform any act of maintenance or upkeep thereto.

2. **TERM.**

The term of this Lease shall be for a period of five (5) years beginning on Sept 1 2009, and ending on August 31 2014 unless sooner terminated in accordance with the provisions of Paragraph 14, Termination. At the discretion of the Government, the term of this Lease may be extended for three (3) additional periods of five (5) years each by delivery to the Local Government Representative of written notice of Lessee's request to extend no later than ninety (90) days prior to the expiration of the then current term, provided no extension shall be granted which creates a total term in excess of twenty (20) years. Each succeeding lease term shall be on the same terms and conditions as the initial term, except with respect to expiration date and rent. Per 10.U.S.C. §2695, Lessee will provide funding at least nine months prior to the termination of the Lease to have a fair market rent value appraisal of the Leased Premises performed by the Navy, and the future rent shall be modified accordingly based on the completed appraisal and prior to the beginning of the new term. Rent for any succeeding term shall not be less than the preceding term.

3. **CONSIDERATION.**

Lessee shall pay an annual rent of \$31, 200.00, payable quarterly in advance. The rent shall increase each year thereafter by 3% as stated in the rent schedule below:

Contract No. **N6247309RP00030**
Supersedes Contract N6871191RP00P16
Activity/UTC **N63406**

Rent Schedule:

Lessee	Year 1 Rent	Year 2 Rent	Year 3 Rent	Year 4 Rent	Year 5 Rent
CITY OF SAN DIEGO	<u>\$31,200.00.</u>	<u>\$32,136.00.</u>	<u>\$33,100.00</u>	<u>\$34,093.00</u>	<u>\$35,116.00</u>

Rent check shall be made payable to "The Treasurer of the United States", citing the Contract Number appearing at the top right corner of this Lease Agreement. The check (s) shall be delivered to the following address:

Commanding Officer
Naval Facilities Engineering Command Southwest
1220 Pacific Highway
San Diego, CA 92132-5190
Attn: Asset Management, Real Estate Branch (RES.JP)

4. USE OF LEASED PREMISES.

A. Purpose. The purpose for which the Leased Premises may be used, in the absence of prior written approval by the Government, is a lease for the installation, operation, maintenance and removal of racks and antennas and communication equipment in conjunction with the Lessee's primary business of mobile communications service. The Lessee shall be responsible for all labor, materials, equipment and supplies and associated costs used in conjunction with the construction, installation, operation, maintenance and removal of antennas and communications equipment. The Lessee understands and acknowledges that this Lease is not and does not constitute a commitment by the Government with regard to any fee title conveyance of the Leased Premises, in whole or in part, to Lessee or any agency or instrumentality thereof, or to any sublessee.

B. Design Criteria. Lessee shall not erect any cards, signs, or billboards containing advertising on Government property.

C. Warning Signs. At each wireless antenna facility constructed, the Lessee shall post easily readable Warning Signs, located at prominent locations that can be easily seen from all avenues of approach on all four sides of the facility. Such signs shall be posted and legible at distances and locations sufficient to forewarn personnel before they breach the required Safety Standoff distance for the specific emitter(s).

D. Historic/Archeological Property. Lessee shall not undertake any activity that may affect a historic or archeological property, including excavation, construction, alteration or repairs of the Leased Premises, without the prior written approval of the Government and compliance with Section 106 of the National Historic Preservation Act, 16 U.S.C. §470, and the Archeological Resources Protection Act of 1979, 16 U.S.C. §470 aa. Buried cultural materials may be present on the Leased Premises. If such materials are encountered, Lessee shall stop work immediately and notify the Government. The Government has no knowledge of any designated historical or archeological property or sites on the Leased Premises; in the event that it becomes aware of such property, the Government will immediately notify the Lessee. The Lessee shall, upon discovering Native American Human remains, funerary objects, sacred objects, or object of cultural patrimony, as those terms are defined in 43 C.F.R. 10.2(d) immediately notify by telephone the Base Archaeologist, Natural and Cultural Resources Manager, Andy Yatsko, at 619-532-2800, followed by written confirmation within 5 days of discovery. The Lessee shall cease all activities in the area of the inadvertent discovery until directed otherwise by the Base Archaeologist. Additionally, the Lessee shall make a reasonable effort to protect any such Native American Human remains, funerary objects, sacred objects, or objects of cultural patrimony so discovered.

E. Natural/Cultural Resources. Lessee shall manage the natural and cultural resources on the lands leased for their use consistent with the philosophies and supportive of the objectives of the Activity Integrated Natural Resource Management Plan and the Integrated Cultural Resource Management Plan.

5. ASSIGNMENT AND SUBLEASING

A. Lessee shall neither transfer, assign, or sublet this Lease or any interest therein or any property on the Leased Premises, or grant any interest, privilege or license whatsoever in connection with this Lease without the prior written consent of Government. Consent to any assignment, sublease, or license will be conditioned on the new operator presenting proof of appropriate licensing by the Federal Communications Commission (FCC) to the Real Estate Contracting Officer.

B. Any sublease granted by Lessee shall contain a copy of this Lease as an attachment and be identical to the terms and conditions of this Lease and shall terminate immediately upon the expiration or any earlier termination of this Lease, without any liability on the part of the Government to Lessee or any sublessee, except as specifically provided in this Lease. No sublease shall relieve Lessee of any of its obligations hereunder. Under any sublease made with or without consent of the Government, the sublessee shall be deemed to have assumed all of the obligations of the Lessee under this Lease. Every sublease shall be subject to, and shall be deemed to contain, the Environmental Protection provisions set forth in Paragraph 13 below.

C. Lessee shall submit to the Government for its prior written consent, a copy of each sublease Lessee proposes to execute. Such consent may include a requirement that Lessee renegotiate and revise the sublease to conform to the provisions of this Lease. Consent to the sublease shall not be taken or construed to diminish or enlarge any of the rights or obligations of either of the parties to this Lease. Should a conflict arise between the provisions of this Lease and a provision of the sublease, the provisions of this Lease shall take precedence. Upon its execution, a copy of each sublease shall be immediately furnished to the Government.

D. As additional rent, the Lessee agrees to pay the Government on an annual basis, 50% (fifty percent) of any and all rents, fees, or other payments, for use of the Leased Premises or any improvements thereon, received from third parties under a sublease/license or other arrangement as approved by the Government. The Lessee will be responsible for providing an accounting of all sublease/license payments made to the Lessee to the Government on a quarterly basis and/or otherwise transferred use of the Leased Premises to another without charge or for less than fair market rental, Lessee shall pay to the Government on an annual basis 50% (fifty percent) of the Government's Fair Market Rental appraisal for the interest or use so transferred by Lessee.

6. JOINT INSPECTION AND INVENTORY REPORT (NON-ENVIRONMENTAL).

A. Prior to use and occupancy of the Leased Premises by the Lessee or any sublessee, a Joint Inspection and Inventory Report (JIIR) thereof will be conducted by representatives of the Government and the Lessee and a complete inventory of Government real and personal property located thereon shall be made. JIIR shall describe the condition of the Leased Premises and will note any deficiencies found to exist. The report is attached to the Lease and made a part thereof as **Attachment B**.

B. Each inventory contained in the JIIR shall be identified by building number or facility number and signed and dated by the parties to this Lease. All personal property in a building, unless specifically exempted by the terms and conditions of this Lease shall remain with the building.

C. The Leased Premises shall be delivered to the Lessee on an "As Is, Where Is" basis, and, as such, Government makes no warranty relative to the Leased Premises as to its usability generally or as to its fitness for any particular purpose.

7. ENVIRONMENTAL CONDITION OF PROPERTY REPORTS

Environmental Condition of Property (ECP) is attached to this Lease and made a part hereof as **Attachment C**. The ECP describes the existing environmental conditions of the Leased Premises as represented by a baseline survey conducted by the Government, and sets forth the basis for the Government's determination that the Leased Premises are suitable for leasing. Lessee and each sublessee are hereby made aware of the notifications contained in the ECP and shall comply with all restrictions set forth therein.

8. ALTERATIONS/RESTORATION

A. Lessee, or any sublessee, shall not construct or make any construction, alterations, additions, modifications, excavations, betterments, or improvements to, installations upon, or otherwise modify or alter the Leased Premises in any way (hereinafter called "work"), including those that may adversely affect human health or the environment, without the prior written consent of the Government. Such consent shall not be unreasonably withheld. Further, such consent may involve a requirement to provide the Government with a performance and payment bond satisfactory to the Government in all respects and other requirements deemed necessary to protect the interests of the Government. Lessee shall provide Government with prior written notification and a full description of the proposed work including any other information on the proposed work on the Leased Premises requested by Government. Except as provided herein or provided in the Government's written approval, all such approved work affixed to the Leased Premises shall, upon expiration or termination of the Lease, become the property of the Government.

Upon expiration or termination of the Lease or by expiration, termination, revocation or surrender of any sublease, to the extent directed by the Government, Lessee or sublessee shall either:

(1) Remove, at no cost or expense to the Government within 30 days of the termination, revocation, surrender or expiration of the Lease, all alterations, additions, betterments, and improvements made or installed without the consent of the Government or which were previously noted by the Government to be removed, and restore the Leased Premises, to the same or as good condition as existed on the date of entry under this Lease; subject to reasonable wear and tear and loss or damages for which the Lessee is not responsible hereunder; or

(2) Abandon such work and/or improvements in place, at which time title to said work and/or improvements shall vest in the Government; provided, in either event all personal property and trade fixtures of Lessee or any third party may be removed and Lessee or such third party shall at no cost or expense to the Government repair any damages to the Leased Premises resulting from such removal.

9. ACCESS BY GOVERNMENT.

At all reasonable times throughout the term of this Lease, the Government shall be allowed access to the Leased Premises for any purpose upon reasonable notice to Lessee or sublessee. Government normally will give Lessee or any sublessee 24-hour prior notice of its intention to enter the Leased Premises, unless it reasonably determines the entry is an emergency required for safety, health, environmental, operations or security purposes, in which event no notice shall be required. Lessee or sublessee shall have no claim on account of any entries against the Government or any Government officer, agent, employee or contractor, provided, however, that nothing herein shall be deemed to prejudice the rights of the Lessee or any sublessee under any contract, other agreement or law including, but not limited to the Federal Tort Claims Act, as to the Government. However, access shall be limited to normal hours with alternative arrangements made for after hours access with the designated Government Representative. All necessary keys to the buildings, and Leased Premises occupied by Lessee or any sublessee shall be made available to the Government upon request.

10. UTILITIES AND SERVICES.

Provision to the Leased Premises of any utilities such as gas, water, steam, sewer, telephone, trash removal, etc., shall be at the cost or expense and the responsibility of the Lessee and any sublessee. In the event that the Lessee shall request and the Government shall furnish Lessee with any utilities and services maintained by the Government that Lessee may require in connection with its use of the Leased Premises.

Lessee shall pay the Government the agreed charges therefore in addition to the rent required under this Lease. Such charges and the method of payment thereof shall be determined by Government or the appropriate supplier of such service, in accordance with applicable laws and regulations, on such basis as the Government or appropriate supplier of such service may establish, and may include a requirement for the installation of adequate connecting and metering equipment at the sole cost and expense of the Lessee. It is expressly agreed and understood that the Government in no way warrants the continued maintenance or adequacy of any utilities or services furnished by it to the Lessee. Lessee shall have the right, subject to Paragraph 8 above herein, to install such utilities or make improvements to existing utilities on the Leased Premises, including but without limitation, the installation of emergency power generators, as may be necessary for the operation of Lessee's equipment.

In accordance with this section, the supplier of such utilities and services is Space and Naval Warfare Systems Center, San Diego (SSC SD). SSC SD has determined that the charges for utilities and services and the method of payment under this Lease shall be governed by a Memorandum of Agreement (MOA) between SSC SD and the Lessee.

11. NON INTERFERENCE WITH GOVERNMENT OPERATIONS.

A. Lessee or any sublessee shall not conduct operations or activities, nor make any alterations, that would interfere with or otherwise restrict Government operations, environmental clean-up or restoration actions by the Government, U. S. Environmental Protection Agency (EPA), state environmental regulators, or their contractors. Cleanup, restoration, or testing activities for environmental purposes by these parties shall take priority over Lessee's or any sublessee's use of the Leased Premises in the event of any conflict. However, the Government will take reasonable steps to prevent interference with the Lessee's or the sublessee's use of the Leased Premises.

B. Lessee shall not install or use any equipment or device that emits or transmits electronic signals of any kind without obtaining express prior written permission from the Naval Base Point Loma Commanding Officer and the Government's Frequency Manager. No device will be allowed that conflicts with the findings of the Joint Spectrum Center Analysis. Approved equipment and devices shall be operated in such a manner as to produce electronic emissions only at the frequency or frequencies specified in said written permission. In the event the Government determines that any electronic emissions represent a hazard to aircraft or interference with Government operations, Lessee will, upon notification, immediately cease operating the device or equipment causing such emissions regardless if it was previously approved.

C. The Lessee shall not itself conduct nor permit its contractors to conduct, any subsurface excavation, digging, drilling, or other disturbance of the surface without prior written approval from Mr. Bruce Thomas, Facility Manager, SSC SD at 619-553-3835; email bruce.w.thomas@navy.mil.

D. Lessee covenants and agrees that in the event Lessee's telecommunications transmission system is damaged, or full service of the system is otherwise in any way interrupted or disrupted, by any action of the Government or its agents, employees, or contractors, the liability, if any, of the Government shall be limited, and only as authorized by applicable federal law, to the cost of repair or replacement if necessary of the physical damage to the system, and shall specifically exclude any liability for consequential damages to Lessee or any customer of Lessee or any other third party resulting from any loss, interruption or disruption of telecommunication service. Lessee agrees to indemnify, defend, and hold harmless the Government, its agents, employees, and contractors, of, from, and against any and all claims, demands, and suits by any third party for loss or damages alleged to have been in any way caused by or in any way result from, any such damage to, or disruption of service from Lessee's telecommunication transmission system.

However, this indemnity shall not extend to damages due to the sole fault of the Government or its employees, agents, servants, guests, invitees or contractors, excluding third parties acting for, on behalf of, or under solicitation or invitation of Lessee.

12. PROTECTION AND MAINTENANCE OF LEASED PREMISES.

A. Protection/Maintenance. Lessee shall, at its own expense, protect, preserve, maintain, and repair the Leased Premises such that it will be kept at all times in at least as good condition as when the Lessee received it as reflected in the JIIR, attached hereto and made a part hereof as **ATTACHMENT B**, normal wear and tear and Acts of God excepted.

Lessee's responsibilities shall include, but are not limited to, removal of trash, litter, broken glass and other hazards/obstructions from the Leased Premises that are generated by Lessee, its agents, contractors or employees. Lessee shall ensure the Leased Premises are maintained free of any noxious or nuisance causing condition. Lessee is responsible for the maintenance and repair of all buildings or structures built on the Leased Premises by Lessee.

B. Exterior Utility Systems. The Lessee is responsible for the repair and maintenance of all exterior utility distribution lines, connections, and equipment that solely support Lessee's facilities. This responsibility extends from the facilities leased to the point of connection with the utility system that serves users other than the Lessee. These systems include but are not limited to: heating plants, steam lines, traps, high voltage

transformers, substations, power distribution lines (overhead and underground), poles, towers, gas mains, water and sewage mains, water tanks, fire protection systems, hydrants, lift stations, manholes, isolation valves, meters, storm water systems, catch basins, etc.

C. Refuse Removal. Debris, trash and other undesirable materials shall be promptly removed from the Leased Premises, and the Leased Premises shall be kept reasonably clean and free of undesirable materials at all times. At termination or expiration of the Lease, the Leased Premises shall be left without containers, Lessee's equipment, and other undesirable materials, and in an acceptably clean condition.

D. Security Protection. Any crimes or other offenses, including traffic offenses and crimes and offenses involving damage to or theft of Government property, shall be reported to the appropriate state or local municipal authorities for investigation and disposition and to the Government as property owner.

E. Emergency Contact. In the event of an emergency, or during non business hours, Lessee shall contact the following: Mr. Bruce Thomas, Facility Manager, SSC San Diego at 619-553-3835, or cell 619-913-8787; email: bruce.w.thomas@navy.mil, and the Regional Public Works Trouble Desk at 619-556-7341. Lessee shall notify Mr. Timothy Weiss, Facilities Tenant Liaison, at Naval Base Point Loma, at 619-524-8517, on the first working day after contacting the above emergency number.

13. ENVIRONMENTAL PROTECTION PROVISIONS.

A. Lessee, any sublessees and contractors shall comply with the applicable Federal, state and local laws, regulations and standards that are, or may become, applicable to Lessee's activities on the Leased Premises.

B. Lessee and any sublessee shall be solely responsible for obtaining, at its own cost and expense, any applicable environmental permits required for its operations under the Lease, independent of any existing permits held by the Government. Any and all environmental permits required by the Lessee or any sublessee for its operations on the Leased Premises shall be subject to prior written approval by the Government. Copies of all permits obtained shall be provided to the Government.

C. Government's rights under this Lease specifically include the right for Government officials to inspect, upon reasonable notice, the Leased Premises for compliance with environmental, safety, and occupational health laws and regulations,

whether or not the Government is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. The Government normally will give the Lessee or sublessee twenty-four (24) hours prior notice of its intention to enter the Leased Premises unless it determines that entry is required for safety, environmental, operations, or security purposes. The Lessee shall have no claim on account of any entries against the United States or any officer, agent, employee or contractor thereof.

D. The Government, United States EPA, and the State of California, its officers, agents, employees, contractors, and subcontractors have the right, upon reasonable notice to Lessee and any sublessee, to enter upon the Leased Premises for the purposes enumerated below and for such other purposes consistent with needs associated with execution of the Government's Installation Restoration Program (IRP);

- (1) To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, test pitting, testing soil borings, and other activities related to the IRP;
- (2) To inspect field activities of the Government and its contractors and subcontractors in implementing the IRP;
- (3) To conduct any test or survey required by the United States EPA or state or otherwise relating to the implementation of the IRP or other assessment of environmental conditions on the Leased Premises or to verify any data submitted to the United States EPA or state relating to such program or conditions;
- (4) To construct, operate, maintain, or undertake any other response or remedial action as required or necessary under the IRP, including, but not limited to, monitoring wells, pumping wells, and treatment facilities.

E. The Lessee agrees to comply with the provisions of any Government health or safety plan in effect under the IRP during the course of any of the above described response or remedial actions. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by the Lessee and any sublessee. The Lessee and any sublessees, assignees, licensees, or invitees shall have no claim on account of such entries against the Government or any officer, agent, employee, contractor, or subcontractor thereof. In addition, the Lessee shall comply with all applicable federal, state and local occupational safety and health regulations.

Nothing herein shall obligate the Government to compensate Lessee or any third person for any lost profits, lost opportunities, wages or operating expenses or any other costs incurred as a result of Lessee's compliance with this provision.

F. The Lessee shall strictly comply with all applicable hazardous waste management and permitting requirements under the Resource Conservation and Recovery Act (RCRA) and/or its applicable state equivalent. Except as specifically authorized by the Government in writing, the Lessee must provide at its own expense all necessary hazardous waste management facilities in compliance with applicable laws and regulations. Any existing Government hazardous waste management facilities will not be made available to the Lessee or any sublessee. Any DoD component accumulation points for either hazardous or non-hazardous wastes shall not be used by the Lessee nor shall the Lessee or any sublessee permit its hazardous wastes to be commingled with hazardous waste of any DoD component. Any violation of the requirements of this condition may, depending upon their severity and at the discretion of the Government, be deemed a material breach of this Lease.

G. The Lessee shall have a Government-approved plan for responding to wastewater, hazardous waste, fuel, or toxic chemical spills prior to commencement of operations on the Leased Premises. Such plan shall be independent of any existing Government plan and, unless expressly agreed to by the Government otherwise, shall not rely on use of Government personnel or equipment for necessary fire response and/or spill containment. Should the Government provide fire response and/or spill containment services upon request of the Lessee, or because Lessee was not, in the opinion of the Real Estate Contracting Officer, conducting timely cleanup actions, the Lessee shall reimburse the Government for the full cost of such services.

H. The Lessee shall not conduct or permit any sublessee(s) to conduct any subsurface excavation, digging, drilling or other disturbance of the surface without the prior written approval of the Government. If, after receipt of written approval by the Government, the Lessee undertakes any subsurface excavation, digging, drilling, or other disturbance of the surface, the Lessee shall immediately notify the Government should any buried debris, or foreign, potentially hazardous material be encountered during this work.

I. Lessee shall indemnify and hold harmless the Government from any costs, expenses, liabilities, fines or penalties resulting from discharges, emissions, spills, storage, or disposal, arising from Lessee's occupancy, use or operations, or any other action by Lessee or any sublessee giving rise to Government liability, civil or criminal, or responsibility under Federal, state, or local environmental laws. This provision shall survive the expiration or termination of the Lease, and Lessee's obligations hereunder shall apply whenever Government incurs costs or liabilities for Lessee's or any sublessee's actions.

J. The Lessee and any sublessee shall provide prior written notification to the Government of any articles, tools, equipment, or devices brought on-site that contain radioactive material. Examples of potential radiological sources include radium-containing dials, gauges, and illuminators; tritium in illuminators and exit signs; thorium in optical lenses or welding consumables; abrasive blasting material; or any radioactive source used for calibration, medical diagnosis or therapy, or industrial radiography. The Lessee is responsible for removal of any such potential radiological sources upon termination of the Lease.

K. Storage, treatment, or disposal of toxic or hazardous materials on the Leased Premises is prohibited except as authorized by the Government in accordance with 10 U.S.C. §2692.

14. TERMINATION

A. Termination by Government. The Government shall have the right to terminate this Lease in whole or part, without liability, and regardless of any lack of breach by Lessee of any of the terms and conditions of this Lease and for any reason upon one hundred and twenty (120) days written notice to Lessee.

B. Federal Communication Commission (FCC) License. The Government may terminate this Lease immediately upon written notice to the Lessee if Lessee fails to maintain its license from the FCC to provide wireless telecommunication service in the service area of which the Leased Premises is a part.

C. National Emergency. In the event of a national emergency declared by the President or the Congress, the Government may terminate this Lease immediately, without notice to Lessee.

D. Breach of Terms By Lessee. In the event of breach by Lessee of any of the terms, conditions, or obligations hereof, the Lessee shall be afforded thirty (30) calendar days from the receipt of Government's notice of intent to terminate for Breach of Terms to complete the performance of the obligation or otherwise cure the subject breach and avoid termination of this Lease, unless Government determines in its sole discretion that a shorter period of time is required for safety, environmental, operational or security purposes. The Government may grant a reasonable extension of time to complete the cure. In the event that the Government shall elect to terminate this Lease on account of the breach by the Lessee of any of the terms and conditions, the Government shall be entitled to recover and the Lessee shall pay to the Government:

- (1) The reasonable costs incurred in resuming possession of the Leased Premises;
- (2) The costs incurred by the Government in performing any obligation on the part of the Lessee to be performed hereunder; and.
- (3) An amount equal to the aggregate of any maintenance obligations, and charges assumed hereunder and not paid or satisfied, such amounts shall be due and payable at the time when such obligations and charges would have accrued or become due and payable under this Lease.

E. Sale or Transfer of the Property. If the property upon which the Leased Premises is located is to be sold or transferred by the Government during the term of this Lease, the Government may terminate this Lease by providing one hundred and twenty (120) days written notice to Lessee.

F. Federal Requirement. In the event the property is required for Federal use, or if Lessee's use of the Leased Premises is not consistent with Federal program purposes, the Government may terminate the Lease upon issuance of one hundred and twenty (120) days written notice to Lessee.

G. Termination by Lessee. Lessee may terminate this Lease at any time upon one hundred and twenty (120) days written notice to the Real Estate Contracting Officer at address listed under Section 19.

15. INDEMNIFICATION.

Lessee shall indemnify, defend and save Government harmless and shall pay all costs, expenses, and reasonable attorney's fees for all trial and appellate levels and post-judgment proceedings in connection with any fines, suits, actions, damages, liability and causes of action of every nature whatsoever arising or growing out of, or in any manner connected with, the occupation or use of the Leased Premises by Lessee, its employees, servants, agents, guests, invitees, and contractors. This includes, but is not limited to, any fines, claims, demands and causes of action of every nature whatsoever that may be made upon, sustained or incurred by the Government by reason of any breach, violation, omission or non-performance of any term, covenant or condition hereof on the part of the Lessee, its employees, servants, agents, guests, invitees, or contractors. This indemnification also applies to claims arising out of the furnishings of any utilities or services by the Government or any interruption therein or failure thereof, occasioned by the negligence or lack of diligence of Lessee or its respective officers, agents, servants or employees. However, this indemnity shall not extend to damages due to the sole fault of the Government or its employees, agents, servants, guests, invitees or contractors, excluding third parties acting for, on behalf of, or under solicitation or invitation of Lessee. This covenant shall survive the termination of this Lease.

16. DAMAGE

Lessee covenants and agrees that in the event Lessee's telecommunications transmission system is damaged, or full service of the system is otherwise in any way interrupted or disrupted, by any action of the Government or its agents, employees, or contractors, the liability, if any, of the Government shall be limited and only to the extent authorized by applicable federal law, to the cost of the repair or replacement if necessary of the physical damage to the system, and shall specifically exclude any liability for consequential damages to Lessee or any customer of Lessee or any other third party resulting from any loss, interruption or disruption of telecommunication service. Lessee agrees to indemnify, defend, and hold harmless the Government, its agents employees, and contractors, of, from, and against any and all claims, demands, and suits by any third party for loss or damages alleged to have been in any way caused by or in any way result from, any such damage to, or disruption of service from Lessee's telecommunication transmission system. However, this indemnity shall not extend to damages due to the sole fault of the Government or its employees, agents, servants, guests, invitees or contractors, excluding third parties acting for, on behalf of, or under solicitation or invitation of Lessee. This covenant shall survive the termination of this Lease

17. INSURANCE.

A. At the commencement of this Lease, the Lessee shall provide a document providing proof of self-insurance.

A written statement of self-insurance indicating the \$ amount of coverage for property damage and liability. The letter is to be written on the Lessee's letterhead stating a brief description of your organization's self-insurance program administrator. Reference the appropriate military facility and the contract number. The insurance shall provide an amount not less than a minimum combined single limit of \$4,000,000 for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage or both, suffered or alleged to have been suffered by any person or persons resulting from or related to the presence or operations of the Lessee, its employees, agents, contractors or invitees under this Lease.

Each policy of insurance required under this Paragraph shall contain an endorsement reading as follows:

"The Insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."

B. All insurance required of the Lessee hereunder shall be in such form, for such periods of time and with such insurers as the Government may require or approve. All policies or certificates issued by the respective insurers for public liability and property insurance shall name the United States of America as an additional insured, shall provide that any losses shall be payable notwithstanding any act or failure to act or negligence of the Lessee or the Government or any other person, shall provide that no cancellation, reduction in amount or any material change in coverage thereof shall be effective until at least thirty (30) calendar days after receipt by the Government of written notice thereof.

C. If and to the extent required by law, the Lessee shall provide workman's compensation or similar insurance in such forms and amounts required by law.

D. During the entire period the Lease shall be in effect, Lessee shall require its contractors or sublessees or any contractor performing work at Lessee's or sublessee's request on the Leased Premises to carry and maintain the insurance required below:

(1) Comprehensive general liability insurance in the amount of \$4,000,000.

(2) Workman's compensation or similar insurance in the form and amount required by law.

E. The Lessee and sublessees shall deliver or cause to be delivered promptly to the Contracting Officer a certificate of insurance or a certified copy of each renewal policy evidencing the insurance required by this Lease and shall also deliver no later than thirty (30) calendar days prior to expiration of any such policy, a certificate of insurance evidencing each renewal policy covering the same risks.

18. LABOR PROVISIONS.

A. Equal Opportunity. During the term of this Lease, Lessee and each sublessee agree as follows with regard to all employees located at, or involved with, the Leased Premises:

(1) Lessee and each sublessee shall not discriminate against any employee or applicant for employment because of race, color, age, marital status, handicap, religion, sex, or national origin. Lessee and each sublessee shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, age, marital status, handicap, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, retention or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, selection for training, including apprenticeship. Lessee and each sublessee agree to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause.

(2) Lessee and each sublessee shall, in all solicitations or advertisements for employees placed at the Leased Premises by or on behalf of Lessee and each sublessee, state that all qualified applicants will receive consideration for employment without regard to age, marital status, handicap, race, color, religion, sex, or national origin.

(3) Lessee and each sublessee shall send to each labor union or representative of workers for the Leased Premises with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by Government, advising the labor union or worker's representative of commitments under this Equal Opportunity Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Lessee and each sublessee shall comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor as they relate to the Leased Premises.

(5) Lessee and each sublessee shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to its books, records, and accounts by Government and the Secretary of Labor for purposes of investigating to ascertain compliance with such rules, regulations, and orders.

(6) In the event of Lessee's or any sublessee's noncompliance with the Equal Opportunity Clause or with any of said rules, regulations, or orders, this Lease or such sublease may be canceled, terminated, or suspended in whole or in part and Lessee or such sublessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Lessee shall include the above provisions in every sublease unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding upon each sublessee. Lessee will take such action with respect to any sublessee as Government may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Lessee becomes involved in, or is threatened with, litigation with sublessee as a result of such direction by Government, Lessee may request the Government to enter into such litigation to protect the interests of the Government.

B. Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-330). This Lease and each sublease, to the extent that it is a contract of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-330) and is not covered by the Walsh-Healy Public Contracts Act (41 U.S.C. §§35-45), is subject to the following provisions and exceptions of said Contract Work Hours and Safety Standards Act and to all other provisions and exceptions of said law as they apply to employment at the Leased Premises:

(1) Lessee and each sublessee shall not require or permit any laborer or mechanic in any workweek in which he/she is employed on any work on the Leased Premises to work in excess of 40 hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his/her basic rate of pay for all such hours worked in excess of 40 hours in such workweek. The "basic rate of pay", as used in this clause, shall be the amount paid per hour, exclusive of the employer's contribution or cost for fringe benefits and any cash payment made in lieu of providing fringe benefits, or the basic hourly rate contained in the wage determination, whichever is greater.

(2) In the event of any violation of the provision of the preceding sub-paragraph, Lessee or sublessee shall be liable to any affected employee for any amounts due, and to the Government for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph 18.B.1 above, in the sum of \$10.00 for each calendar day on which such employee was required or permitted to be employed on such work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the preceding sub-paragraph.

C. Convict Labor. In connection with the performance of work required by this Lease or any sublease, Lessee or such sublessee agrees not to employ any person undergoing a sentence of imprisonment at hard labor.

19. SUBMISSION OF NOTICES. Notices shall be sufficient under this Lease if made in writing and submitted in the case of Lessee to:

City of San Diego
1200 Third Avenue, Suite 1700 MS-51A
San Diego, CA 92101
Attn: Real Estate Assets Department

and in the case of the Government to:

Naval Facilities Engineering Command Southwest
1220 Pacific Highway, Bldg 127
San Diego, CA 92132-5190
Attn: Teresa Rios, Asset Management, Real Estate Branch
619-556-9873

The above-named individuals shall be the representatives of the parties and the points of contact during the period of the Lease. Such notice shall be deemed to have been given unless delivered personally, when deposited in the U.S. mail, postage pre-paid, certified mail, return receipt requested and addressed as set forth above or to such other address as either party shall have provided to the other by like notice, or upon confirmation of receipt if sent by facsimile on a regular business day and addressed as set forth above, or within twenty-four (24) hours, or the next business day if sent by an overnight delivery service such as Federal Express.

20. AUDIT.

This Lease and any sublease shall be subject to audit by any and all cognizant Government agencies. Lessee and each sublessee shall make available to such agencies for use in connection with such audits all records that it maintains with respect to this Lease or any sublease and copies of all reports required to be filed hereunder or thereunder.

21. INTEREST.

Notwithstanding any other provision of this Lease, unless paid within thirty (30) calendar days, all amounts that become payable by Lessee to Government under this Lease (net of any applicable tax credit under the Internal Revenue Code) shall bear interest from the date due. The rate of interest will be the Current Value of Funds Rate published by the Secretary of the Treasury pursuant to 31 U.S.C. §3717 (Debt Collection Act of 1982). Amounts shall be due upon the earliest of (a) the date fixed pursuant to this Lease, (b) the date of the first written demand for payment, consistent with this Lease, including demand consequent upon default termination, (c) the date of transmittal by Government to Lessee of a proposed supplemental agreement to confirm completed negotiations fixing the amount, or (d) if this Lease provides for revision of prices, the date of written notice to Lessee stating the amount of refund payable in connection with a pricing proposal or in connection with a negotiated pricing agreement not confirmed by lease supplement.

22. AGREEMENT.

This Lease shall not be modified unless in writing and signed by both parties. No oral statements or representation made by, or for, on behalf of either party shall be a part of this Lease. Should conflict arise between the provisions of this Lease and any attachment hereto, or any other agreement between Government and Lessee, the provisions of this Lease shall take precedence.

23. FAILURE TO INSIST ON COMPLIANCE.

The failure of Government to insist, in any one or more instances, upon performance of any of the terms, covenants, or conditions of this Lease shall not be construed as a waiver or relinquishment of Government's right to the future performance of any such terms, covenants, or conditions and Lessee's obligations in respect to such future performance shall continue in full force and effect.

24. DISPUTES.

A. This Lease is subject to the provisions of the Contract Disputes Act of 1978, as amended, (41 U.S.C. §§601-613), the "Act".

B. Except as provided in the Act, all disputes arising under or relating to this Lease shall be resolved under this clause and the provisions of the Act.

C. "Claim", as used in this clause, means a written demand or written assertion by the Lessee or the Government seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Lease terms, or other relief arising under or relating to this Lease. A claim arising under this Lease, unlike a claim relating to this Lease, is a claim that can be resolved under a Lease clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph 24 C.(2) below. A voucher, invoice, or other routine request for payment that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(1) A claim by the Lessee shall be made in writing and submitted within six (6) years after accrual of the claim to the Commanding Officer, Naval Facilities Engineering Command Southwest, for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the Commanding Officer, Naval Facilities Engineering Command Southwest.

(2) Lessee shall provide the certification stated in subparagraph (2)(b)(ii) immediately below, when submitting any claim:

(a) Exceeding \$100,000; or

- (b) Regardless of the amount claimed, when using:
- (i) Arbitration conducted pursuant to 5 U.S.C. §§575-580; or
 - (ii) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).
- "I certify that the claim is made in good faith; that the supporting data is accurate and complete to the best of Lessee's knowledge and belief; that the amount requested accurately reflects the Lease adjustment for which the Lessee believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Lessee."
- (3) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (4) The certification may be executed by any person duly authorized to bind the Lessee with respect to the claim.
- D. For Lessee claims of \$100,000 or less, the Commanding Officer, Naval Facilities Engineering Command Southwest, must, if requested in writing by the Lessee, render a decision within sixty (60) days of the request. For Lessee-certified claims over \$100,000.00, the Commanding Officer, Naval Facilities Engineering Command Southwest, must, within sixty (60) days decide the claim or notify the Lessee of the date by which the decision will be made.
- (1) The decision of the Commanding Officer, Naval Facilities Engineering Command Southwest shall be final unless the Lessee appeals or files a suit as provided in the Act.
- E. At the time a claim by the Lessee is submitted to the Commanding Officer, Naval Facilities Engineering Command Southwest, or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using arbitration conducted pursuant to 5 U.S.C. §§575-580 or when using any other ADR techniques that the agency elects to handle in accordance with ADRA, any claim, regardless of amount, shall be accompanied by the certification described in Paragraph 24.C(2)(b)(ii) above and executed in accordance with Paragraph 24.C(4) above.

F. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the Commanding Officer, Naval Facilities Engineering Command Southwest received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Commanding Officer, Naval Facilities Engineering Command Southwest initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury, as provided in the Act, which is applicable to the period during which the Commanding Officer, Naval Facilities Engineering Command Southwest receives the claim and then at the rate applicable for each six (6) month period as fixed by the Treasury Secretary during the pendency of the claim.

G. Notwithstanding anything herein to the contrary, the Lessee shall proceed diligently with the performance of the Lease, pending final resolution of any request for relief, claim, appeal, or action arising under the Lease, and comply with any decision of the Commanding Officer, Naval Facilities Engineering Command Southwest.

25. COVENANT AGAINST CONTINGENT FEES.

Lessee warrants that no person or agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Lessee for the purpose of securing business. For breach or violation of this warranty, Government shall have the right to annul this Lease without liability or in its discretion to require Lessee to pay, in addition to the rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

26. OFFICIALS NOT TO BENEFIT.

No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Lease or to any benefit to arise therefrom, but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.

27. LIENS.

Lessee and each sublessee shall promptly discharge or cause to be discharged valid lien, right in rem, claim, or demand of any kind, except one in favor of Government, which at any time may arise or exist with respect to the Leased Premises or materials or equipment furnished thereof, or any part thereof, due to the Lessee's or such sublessee's use of the Leased Premises, and if the same shall not be promptly discharged by Lessee or such sublessee, or should Lessee or any sublessee be declared bankrupt or make an assignment on behalf of creditors, or should the leasehold estate be taken by execution, Government reserves the right to take immediate possession without any liability to Lessee or any sublessee. Lessee and any sublessee shall be responsible for any costs incurred by Government in securing clear title to its property due to their acts or omissions clouding the title.

28. TAXES.

Lessee shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments, and similar charges that, at any time during the term of this Lease may be imposed with respect to the Leased Premises. Title 10 U.S.C. §2667 (e) contains the consent of Congress to the taxation of Lessee's interest in the Leased Premises, whether or not the Leased Premises are in an area of exclusive Federal jurisdiction. Should Congress consent to taxation of Government's interest in the Leased Premises, this Lease will be renegotiated.

29. SUBJECT TO EXISTING AND FUTURE EASEMENTS AND RIGHTS-OF-WAY.

This Lease, and each sublease, is subject to all outstanding easements and rights-of-way for location of any type of facility over, across, in, and upon the Leased Premises, or any portion thereof, and to the right of Government to grant such additional easements and rights-of-way over, across, in and upon the Leased Premises as it shall be deemed to be in the public interest; provided that (i) the Government coordinates with the Lessee to minimize any impact to the Lessee's operations, and (ii) any such additional easement or right-of-way shall be conditioned on the assumption by the grantee thereof of liability to Lessee for such damages as Lessee shall suffer for property destroyed or property rendered unusable on account of the grantee's exercise of its rights thereunder. There is hereby reserved to the holders of such easements and rights-of-way as are presently outstanding or which may hereafter be granted, to any workers officially engaged in the construction, installation, maintenance, operation, repair, or replacement of facilities located thereon, and to any Federal, state, or local official engaged in the official inspection thereof, such reasonable rights of ingress and egress over the Leased Premises as shall

be necessary for the performance of their duties with regard to such facilities subject to Paragraph 9 (Access by Government) above.

30. INGRESS, EGRESS, PARKING AND SECURITY.

A. Lessee and any sublessees, and their employees, will be granted reasonable access to the Leased Premises under this Lease. As a condition, Lessee and sublessee, and their employees agree to adhere to all Government rules and regulations regarding Government security, ingress, egress, safety and sanitation as may be prescribed from time to time by the Commanding Officer. Lessee and any sublessee and their employees shall coordinate parking with the appropriate office of the Government.

B. Security. The Lessee and any sublessee(s) are required to comply with all applicable security rules, regulations, and procedures issued by the Commanding Officer. Any and all employees of the Lessee or sublessee(s) that are required by the Government to do so, shall obtain a security clearance to access the Leased Property. Failure to obtain the required security clearance shall result in denial of access to the Leased Premises of the Lessee's or sublessee'(s) employees. Lessee and any sublessee(s) agrees to hold harmless the Government from any liability of any nature for financial or other losses incurred by the Lessee or any sublessee(s) by reason of Lessee's or any sublessee'(s) employees failure to obtain security clearance for access to the Leased Premises.

31. ADMINISTRATION.

Except as otherwise provided for under the Lease, the Real Estate Contracting Officer of the Naval Facilities Engineering Command Southwest shall have complete charge of the administration of this Lease, including granting any consents and/or approvals hereunder, and shall exercise full supervision and general direction thereof insofar as the interests of Government are affected.

32. DAMAGE TO THE LEASED PREMISES.

In the event the Leased Premises or any portion of the Leased Premises is damaged either directly or indirectly as a result of Lessee's use or occupancy of the Leased Premises, whether during the construction, operation, maintenance, or replacement or removal of improvements or otherwise, due to acts or omissions of Lessee, its agents, contractors or employees, Lessee shall upon demand, and at the sole discretion of the Government either compensate the Government for such loss or damage, or rebuild, replace or repair the item or items of the Leased Premises or facilities so lost or damaged, as the Government may elect within reason.

33. APPLICABLE RULES AND REGULATIONS

A. Lessee and any sublessee shall comply with all Federal, State, and local laws, regulations, and standards that are applicable or may become applicable to Lessee's or sublessee's activities on the Leased Premises. This includes, but is not limited to, laws and regulations concerning the environment, construction of facilities, health, safety, food service, water supply, sanitation, and any licenses and permits to conduct business. Lessee and any sublessee are responsible for obtaining and paying for permits required for their operations under the Lease.

B. Further, all activities authorized hereunder shall be subject to such rules, regulations, and procedures regarding security, supervision or otherwise, as may, from time to time, be prescribed by the Commanding Officer.

34. SUBCONTRACTORS AND AGENTS FOR LESSEE.

All work involving Lessee Facilities must be performed by skilled tradesmen who are accomplished at their craft and bonded against loss due to damages resulting directly or indirectly from work performed.

35. SURRENDER.

Upon the expiration of this Lease or its prior termination, Lessee shall quietly and peacefully remove itself and its personal property from the Leased Premises and surrender the possession thereof to Government; provided, in the event Government shall terminate this Lease upon less than thirty (30) days notice, Lessee shall be allowed a reasonable period of time, as determined by the Real Estate Contracting Officer, but in no event to be less than thirty (30) days from receipt of notice of termination, in which to remove all of its personal property from and terminate its operations on the Leased Premises. During such period prior to surrender, all obligations assumed by Lessee under this Lease shall remain in full force and effect; provided, however, that if the Government shall in its sole discretion, determine that such action is equitable under the circumstances, it may suspend, in whole or in part, any further accruals of rent if any, or maximum amount to be expended between the date of termination of the Lease and the date of final surrender of the Premises. Government may, in its discretion, declare any personal property that has not been removed from the Leased Premises upon expiration or termination provided for above, as abandoned personal property upon thirty (30) days notice.

Contract No. **N6247309RP00030**
Supersedes Contract **N6871191RP00P16**
Activity/UIC **N63406**

36. ATTACHMENTS.

Attachments to this Lease are set forth below:

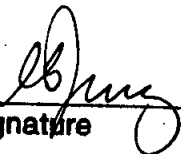
- A. The Leased Premises
- B. Joint Inspection and Inventory Report (JIIR)
- C. Environmental Condition of Property (ECP) Checklist

Contract No. N6247309RP00030
Supersedes Contract N6871191RP00P16
Activity/UIC N63406

IN WITNESS WHEREOF, the parties hereto have, on the respective dates set forth below duly executed this Lease as of the day and year first above written.

WITNESSES:

THE UNITED STATES OF AMERICA, acting
by and through the Department of the Navy



Signature

By: 

Real Estate Contracting Officer

Gabriela Jimenez
(Printed Name)

Date: 8 July 09

WITNESSES:

LESSEE

Signature

By: 

(Printed Name)

Name: James F. Barwick, CCIM
Director, Real Estate Assets

Title: _____

Date: 6/23/09

APPROVED AS TO FORM: LIABILITY?

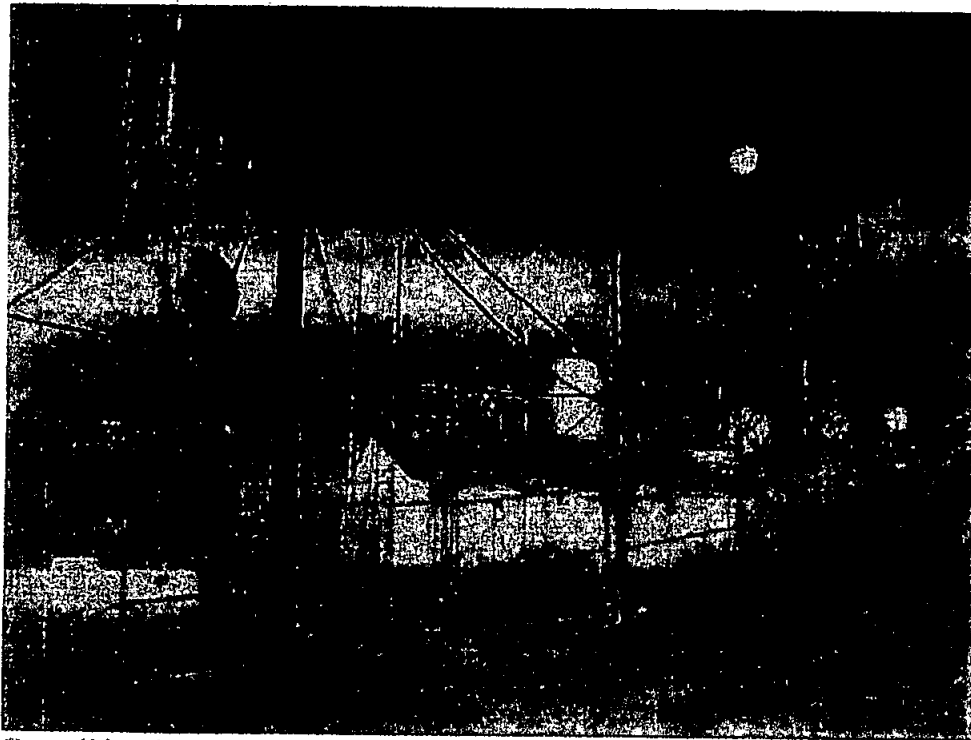
JAN I. GOLDSMITH, CITY ATTORNEY

30

BY: 
Brock Ladewig
DEPUTY CITY ATTORNEY



CARTS/Mouni Soledad property



Consolidated Area Radio Trunking System complex.

JOINT INSPECTION AND INVENTORY REPORT (JIIR)

Contract Number
N6247309RP00030

Activity & Location
Naval Base Point Loma
Mt Soledad Signal Station
San Diego, CA

Location Lease
Mount Soledad Signal Station
Facility

Photographer/Inspector
Lambert, C. Shem CIV SPAWAR

ATTACHMENT (B)

Description of Leased Premises

Parcel/Site Location and Description: Consolidated Area Radio Trunking System (CARTS). The premises contains approximately 5.75 acre parcel of land, located on Via Casa Alta Rd., La Jolla, California, on top of the Mount Soledad Signal Station Facility.

CARTS/Mount Soledad has been used continually since at least the 1940s for communications towers. Activities at the site are limited to operations of communications towers and equipment. There are seven (7) buildings located at the site. Four buildings are maintained by Space and Naval Warfare Systems (SSC SD). The City of San Diego maintains one building and the Federal Aviation Administration maintains two buildings.

General Condition of Leased Premises

Overall the grounds and buildings are well maintained and in good condition and present no apparent problems. All buildings house communications equipment connected to one of several towers and antennas located on the property. The property is currently maintained by SSC SD.

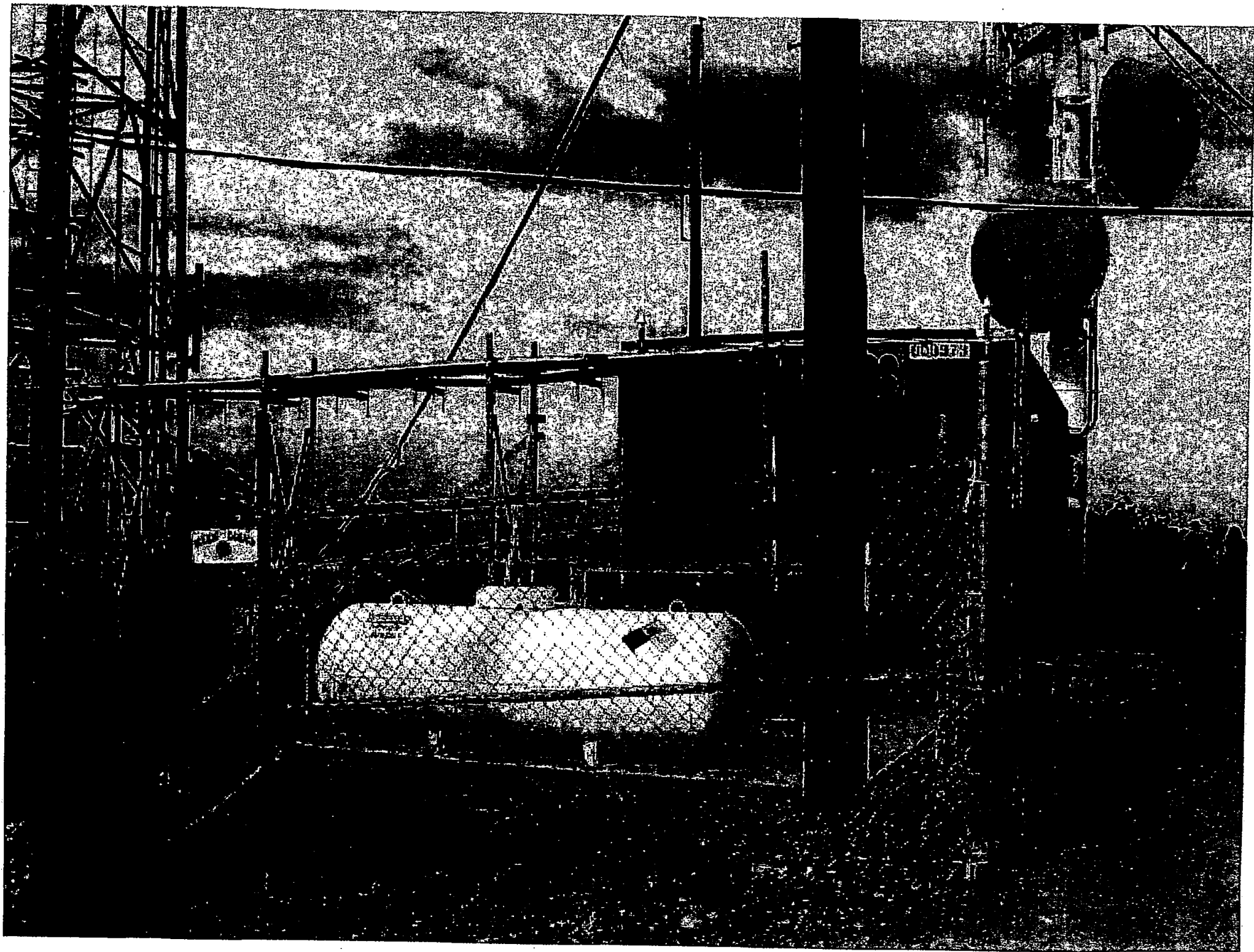
The Navy has determined that current tenant operations at the site are compatible with the Navy's mission.

Exhibit A to this report shows the Leased Premises as described.

Any known environmental issues are addressed in the Environmental Condition of Property (ECP) checklist associated with the lease and are therefore not discussed in this Condition Report. The ECP Checklist was prepared by the Coastal Integrated Product Team, in April 2008.





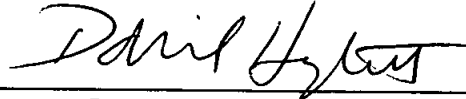


CERTIFICATE OF ACCEPTANCE

This report covering the premises located at: Via Casa Alta Road, La Jolla, California.

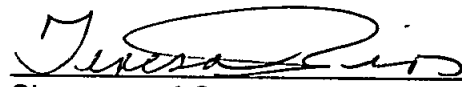
And consisting of 6 pages has been examined and represents a true condition of the property herein described:

Date



Signature of Lessee

7/08/09
Date



Signature of Government's Representative

ENVIRONMENTAL CONDITION OF PROPERTY (ECP) CHECKLIST

Page 1 of 4

Installation: Naval Base Point Loma

Parcel/Site Location and Description: Consolidated Area Radio Trunking System (CARTS)/Mount Soledad - The CARTS/Mount Soledad property is a 5.75-acre parcel on top of Mount Soledad in San Diego, California. CARTS/Mount Soledad has been used continually since at least the 1940s for communications towers. Activities at the site are limited to operations of communications towers and equipment. Including CARTS 2, there are seven (7) buildings located on the site. SSC has responsibility for maintenance on four (4) CARTS buildings; 1, 2, and 3, and Building 513. The City of San Diego maintains one (1) building, and the Federal Aviation Administration maintains two (2) buildings. All buildings house communications equipment connected to one of several towers and antennas located on the property. The property is currently maintained by Space and Naval Warfare Systems Center (SSC) San Diego.

Proposed Real Estate Action Description: Temporary use license for SANDAG, Federal Aviation Administration, Cook Paging, Omnipoint Communications/T-Mobile, National Oceanic and Atmospheric Administration (NOAA), Department of Treasury, City of San Diego, State of California, and San Diego County (Sheriff's office)

1. Information regarding site uses and any hazardous materials, contamination, or conditions. All available and pertinent files, records, reports and aerial photographs were reviewed and, where necessary, a site inspection and/or personal interviews were conducted to document the environmental conditions of the property to support the proposed real estate action. A summary of the conditions, sources of information (including location), and any required use restrictions are provided for each environmental condition.

A. Parcel/Site Uses:

Prior Uses: Used for communications towers since at least the 1940s.

Current Uses: Communications towers

Future Uses: Communications towers

B. Contaminants: ☐ Yes ☒ No ☐ Unknown

If yes, identify contaminant and media:

Source of information: Site visit and discussions with Pearl Demara, SSC and Maryanne Flanagan, SSC Environmental

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

C. Hazardous Materials Use: ☒ Yes ☐ No ☐ Unknown

Hazardous Materials Storage: ☐ Yes ☒ No ☐ Unknown

Type of HM: Numerous lead-acid batteries are used for backup power.

Type of Use and/or Storage:

Source of information: Site visit and discussions with Pearl Demara, SSC and Maryanne Flanagan, SSC Environmental

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

ATTACHMENT (c)

ENVIRONMENTAL CONDITION OF PROPERTY (ECP) CHECKLIST

Page 2 of 4

D. Treatment, Storage, Disposal of Hazardous Waste: ☐ Yes ☒ No ☐ Unknown

Source of information: Site visit and discussions with Pearl Demara, SSC and Maryanne Flanagan, SSC Environmental

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

E. Underground Storage Tanks: ☐ Yes ☒ No ☐ Unknown

UST No. _____ Gals. _____

Source of information: Site visit and discussions with Pearl Demara, SSC and Maryanne Flanagan, SSC Environmental

No known leaks. 10 gallon tank previously onsite was removed in spring 2007.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

F. Above-Ground Storage Tanks: ☒ Yes ☐ No

AST No. 3 Gals. diesel - 350, 2 propane - 250

Source of information: Site visit and discussions with Pearl Demara, SSC and Maryanne Flanagan, SSC Environmental

No known leaks or visible staining.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

G. Presence of Polychlorinated Biphenyl's (PCB's): ☐ Yes ☒ No ☐ Unknown

Source of information: Site visit and discussions with Pearl Demara, SSC and Maryanne Flanagan, SSC Environmental

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

H. Asbestos: ☒ Yes ☐ No ☐ Unknown

If yes: ☐ Friable ☒ Non-friable ☐ Unknown

Source of information: Building 513 is suspected to have floor tile with mastic containing asbestos. - Site visit and discussions with Pearl Demara, SSC and Maryanne Flanagan, SSC Environmental

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

I. Lead Paint: ☒ Yes ☐ No ☐ Unknown

Source of information: Building 513 suspected to have lead-based paint. Paint is in poor condition. - Site visit and discussions with Pearl Demara, SSC and Maryanne Flanagan, SSC Environmental

Paint chips visible on ground outside and inside of building.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

J. Radon: ☐ Yes ☒ No ☐ Unknown

Source of information: Site visit and discussions with Pearl Demara, SSC and Maryanne Flanagan, SSC Environmental

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

K. Radiological Materials: ☐ Yes ☒ No ☐ Unknown

Source of information: Site visit and discussions with Pearl Demara, SSC and Maryanne Flanagan, SSC Environmental

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

ENVIRONMENTAL CONDITION OF PROPERTY (ECP) CHECKLIST

Page 3 of 4

L. Solid/Bio-Hazardous Waste: ☐ Yes ☒ No ☐ Unknown

Source of information: Site visit and discussions with Pearl Demara, SSC and Maryanne Flanagan, SSC Environmental

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

M. Munitions and Explosives of Concern: ☐ Yes ☒ No ☐ Unknown

Source of information: Site visit and discussions with Pearl Demara, SSC and Maryanne Flanagan, SSC Environmental

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

N. Threatened or Endangered Species: ☐ Yes ☒ No ☐ Unknown

Source of information: Site visit and discussion SSC and Maryanne Flanagan, SSC Environmental and consultation with Dr. Chris Gillespie, NAVFAC botanist.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

O. Natural or Cultural Resources: ☐ Yes ☒ No ☐ Unknown

Source of information: Site visit and consultation with Dr. Chris Gillespie, NAVFAC botanist.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

P. Use of Adjacent Property:

Current Use: Residential

Past Use: undeveloped, Residential

Source of information: Site visit and discussions with Pearl Demara, SSC and Maryanne Flanagan, SSC Environmental

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

Q. Has the site had any Notices of Violation? ☐ Yes ☒ No.

If yes, please explain:

Source of information: Discussions with Pearl Demara, SSC and Maryanne Flanagan, SSC Environmental

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

R. Additional information or comments regarding questions shown above (attach sheet(s) if additional room is needed):

Source of information:

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

2. List of Land Use Controls required for Real Estate Action:

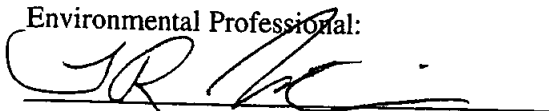
ENVIRONMENTAL CONDITION OF PROPERTY (ECP) CHECKLIST

Page 4 of 4

3. Signature:

Based on records reviews, site inspections, and interviews, the environmental professional(s) certify that the environmental conditions of the property are as stated in this document and this property is suitable for outgrant.

Environmental Professional:


Signature

Terence Martin

Print Name

Environmental BLTL

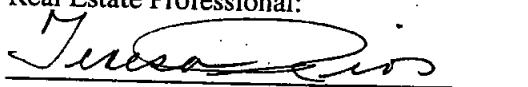
Title

4/21/08

Date

The real estate professional(s) acknowledge these restrictions and/or LUCs identified above and will ensure they are made a part of the outgrant document.

Real Estate Professional:


Signature

Teresa Rios

Print Name

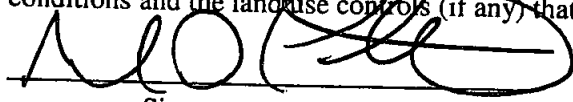
Realty Specialist

Title

4/21/08

Date

Property Owner (Activity or Region) acknowledges and accepts the foregoing statement of environmental conditions and the land use controls (if any) that will be required for this real estate outgrant:


Signature

Commanding Officer NBPL

Title

Mark D Patton CAPT USN

Print Name

23 Apr 08

Date

51

ORDINANCE NUMBER O- 19867 (NEW SERIES)

DATE OF FINAL PASSAGE JUN 2 2009

AN ORDINANCE OF THE COUNCIL OF THE CITY OF
SAN DIEGO AUTHORIZING THE MAYOR TO EXECUTE
A LEASE AGREEMENT BETWEEN CITY OF SAN DIEGO
COMMUNICATIONS DIVISION AND THE U.S. NAVY, FOR
A CITY PUBLIC SAFETY COMMUNICATIONS FACILITY
ON NAVY PROPERTY AT MT. SOLEDAD.

WHEREAS, the City operates a public safety emergency radio communications facility
on Mt. Soledad, a U. S. Navy-owned site; and

WHEREAS, the facility serves as an integral part of the City's overall safety
communications network; and

WHEREAS, the current lease terminates on May 31, 2009; and

WHEREAS, a new lease has been negotiated with an initial term of five years, with three
five-year options to extend, for a total potential term of 20 years; NOW, THEREFORE,

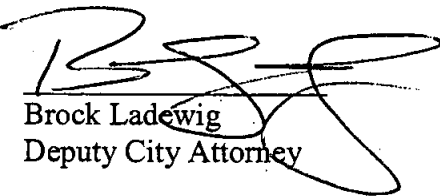
BE IT ORDAINED, by the Council of The City of San Diego, as follows:

Section 1. That the Mayor or his designee is authorized to execute a new five-year
lease agreement between the City, as lessee, and the United States Navy, as lessor, with three
additional five-year options to extend, to continue the City's use of its public safety emergency
radio communications facility on Mt. Soledad, a copy of which is on file in the Office of the City
Clerk as Document No. 00- 19867.

Section 2. That a full reading of this ordinance is dispensed with prior to its final passage, a written or printed copy having been available to the City Council and the public a day prior to its final passage.

Section 3. That this ordinance shall take effect and be in force on the thirtieth day from and after its final passage.

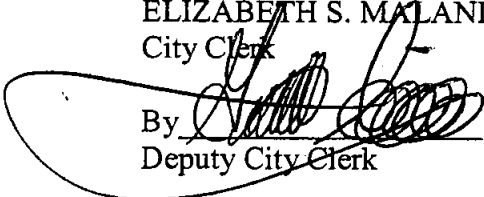
APPROVED: JAN I. GOLDSMITH, City Attorney

By 
Brock Ladewig
Deputy City Attorney

BL:mm
04/28/09
Or. Dept: READ
O-2009-117
MMS# 8491

I hereby certify that the foregoing Ordinance was passed by the Council of the City of San Diego, at this meeting of MAY 26 2009.

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk

Approved: 6.2.09
(date)


JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

Passed by the Council of The City of San Diego on May 26, 2009, by the following vote:

YEAS: LIGHTNER, FAULCONER , GLORIA, YOUNG, DEMAIO, FRYE,
EMERALD, HUESO.
NAYS: NONE.
NOT PRESENT: NONE.
RECUSED: NONE.

AUTHENTICATED BY:

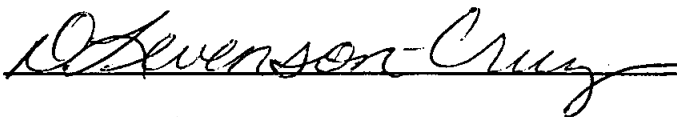
JERRY SANDERS

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By: , Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of ORDINANCE NO. O-19867 (New Series) of The City of San Diego, California.

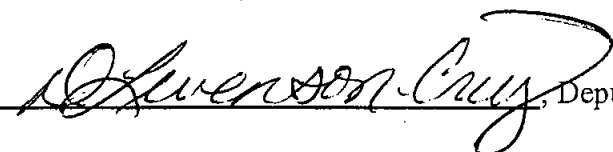
I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on May 12, 2009, and on May 26, 2009.

I FURTHER CERTIFY that the reading of said ordinance in full was dispensed with by a vote of not less than a majority of the members elected to the Council, and that there was available for the consideration of each member of the Council and the public prior to the day of its passage a written or printed copy of said ordinance.

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(SEAL)

By: , Deputy