



Real Estate Assets Department
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Document Type

LEGAL DOCUMENTS



Sub - Category

AGREEMENTS



CITY OF SAN DIEGO
USE AND OCCUPANCY PERMIT

THIS CITY OF SAN DIEGO USE AND OCCUPANCY PERMIT ("Permit") is entered into by and between **THE CITY OF SAN DIEGO**, a California municipal corporation ("CITY"), and **SAN DIEGO GAS & ELECTRIC COMPANY** ("PERMITTEE"), to be effective when signed by the parties and approved by the San Diego City Attorney (the "Effective Date").

RECITALS

- A. The CITY Public Utilities Department (PUD) owns land and other facilities for watershed purposes around Sutherland Reservoir, acquired in 1939 and 1940. Sutherland Dam construction was started in 1927, but not completed until 1956.
- B. CITY municipal code requires compensation for any use or disposition, whether temporary or permanent, of PUD Watershed properties.
- C. PERMITTEE has existing overhead electric lines (Circuit 237) on property within various easements identified by PERMITTEE as RW34105, RW34162 and RW56712 on the attached **Exhibit "A"**.
- D. The PERMITTEE has existing overhead electric lines of Circuit 237 on City property that cannot be documented by an existing easement and were installed originally in 1954 as documented on Sketch C-1496. CITY authorized electric service in 1954 by Resolution No. 117478, but the easement grant deed covering poles 316516 through 316519, if one exists, is unavailable at this time. PERMITTEE has requested new easement rights for this "gap" in land rights.
- E. PERMITTEE is required by the State of California to prepare and submit Wildfire Mitigation Plans. This Fire Risk Mitigation (FiRM) project proposes to replace wood poles with fire-resistant steel ones, as well as replace old conductors with covered conductors.
- F. CITY properties benefit from the fire hardening of Circuit 237 because PERMITTEE's use of stronger steel poles and covered conductors reduces the risk of power line related wildfires adjacent or near to CITY properties.
- G. CITY is willing to consider granting PERMITTEE a permanent easement that will provide land rights in perpetuity for the existing overhead electric lines currently on CITY property without an easement, allowing PERMITTEE to maintain its overhead electric lines within the Permit Area ("Pending Easement").
- H. CITY agrees to grant permission to PERMITTEE to temporarily occupy the Permit Area solely for the Permit Use. CITY and PERMITTEE acknowledge and agree that PERMITTEE'S overhead electric lines may remain in place under this Permit for up to one (1) year, subject to the terms and conditions of this Permit.

FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged, and based on the foregoing Recitals, the parties agree as follows:

1. Definitions. As used in this Permit, the following terms shall be defined as follows:
 - 1.1 **"Permit Area"** shall mean a portion of City Property located in unincorporated San Diego County, known as property for Sutherland Reservoir of the CITY Public Utility Department, within APN's 246-070-09 and 246-061-01; as more particularly depicted in San Diego Gas & Electric Construction Plans, sheets 1-8 dated February 9, 2021 and attached as **Exhibit "B"**.
 - 1.2 **"Permit Fee"** shall mean a one-time, non-refundable permit processing fee in the amount of Nine Hundred Eighty Dollars (\$980.00).
 - 1.3 **"Permit Use"** shall mean the nonexclusive use of the Permit Area solely for the purpose of "hardening" an existing overhead electric circuit (C237) by installing steel poles, shortening the conductor length, changing conductor to fire hardened conductor, setting up stringing sites to pull wire and removing wood poles and helicopter pole installations. PERMITTEE shall be allowed access to the Permit Area through existing county roads and existing routes as shown on **Exhibit "B"** (face sheet of Construction Plans).
 - 1.3.1 Except in case of an emergency, PERMITTEE shall not conduct any activities on the Permit Area before 7:00 A.M. or after 7:00 P.M., Monday through Friday; no activities shall be allowed during the weekend.
 - 1.3.2 All staging and storage of any materials, including but not limited to construction debris and equipment, will be contained within a Staging Yard per an additional agreement and not within Permit Area.
 - 1.3.3 All Helicopter installs should be governed by all applicable regulations and guidelines mandated to perform this type of work.
 - 1.4 **"PERMITTEE's Address for Notices"** shall be:
San Diego Gas & Electric
c/o John Hutter
P.O Box 129831/CPA01
San Diego, CA 92123
 - 1.5 **"Term"** shall commence upon Effective Date of this Permit and expire one year from the Effective Date.
2. Occupancy. Subject to the terms and conditions of this Permit, CITY hereby grants permission to PERMITTEE and its officers, employees, agents and contractors to enter upon and occupy the Permit Area solely for the Permit Use.

3. Use of Permit Area. PERMITTEE may use the Permit Area solely for the Permit Use and for no other purpose whatsoever without CITY's prior written consent in each instance.
4. Governmental Approvals. By entering into this Permit, neither CITY nor CITY's City Council is obligating itself to PERMITTEE or to any governmental agent, board, commission or agency with regard to any other discretionary action relating to PERMITTEE's occupancy, use, development, maintenance or restoration of the Permit Area. "Discretionary action" includes without limitation re-zonings, variances, environmental clearances, and all other required governmental approvals.
5. Unauthorized Activities. PERMITTEE shall not engage in any activity on CITY-owned property other than pre-approved aspects of the Work as described in this Permit or using any portion of the Permit Area or the surrounding property as a staging or storage area for machines, personal property, equipment, or construction debris. Any work performed by PERMITTEE that was not previously approved or otherwise authorized by this Permit, shall be removed and PERMITTEE shall restore CITY-owned property to its condition on the Effective Date at PERMITTEE's sole cost and expense.
6. CITY's Consent, Discretion. CITY's consent or approval under this Permit shall mean the written consent or approval of CITY's Mayor, or his or her designee ("Mayor"), unless otherwise expressly provided herein or required by law. CITY's discretionary acts hereunder shall be made in the Mayor's discretion.
7. Term. The Term may be extended by written agreement of the Parties; however, the Term shall not exceed three (3) years unless authorized by the CITY's City Council.
8. Revocable License. This Permit is not a lease. It is a non-exclusive license to use CITY property, and may be revoked at will by CITY, in its sole discretion, (a) with 30 days' prior written notice delivered to PERMITTEE if PERMITTEE breaches or defaults any of PERMITTEE's obligations under this Permit; or (b) immediately in case of an emergency or upon an order of a court of competent jurisdiction, or any other legal order which restricts the CITY's ability to allow PERMITTEE to perform under this Permit; or (c) upon thirty (30) business days prior written notice delivered to PERMITTEE for CITY's convenience; provided, CITY acknowledges that PERMITTEE shall have additional time, not to exceed 120 days, to remove PERMITTEE'S Facilities. CITY shall not be obligated for any burden or loss, financial or otherwise, which may be incurred by PERMITTEE as a result of such revocation or the termination of this Permit. PERMITTEE acknowledges and agrees that CITY will revoke this Permit if the San Diego City Council does not authorize the Pending Easement for the overhead electric line.
9. Permittee's Waiver. PERMITTEE expressly waives any claim against the CITY and its elected officials, officers, employees, representatives, and agents for any burden, expense, or loss which PERMITTEE incurs as a result of CITY's revocation or the termination of this Permit.

10. No Holdover. If PERMITTEE continues to use and/or occupy the Permit Area after the expiration or earlier termination of this Permit, such use/occupancy shall neither constitute a renewal or extension of this Permit, nor give PERMITTEE any rights in or to the Permit Area. If PERMITTEE continues to use/occupy the Permit Area after the expiration or earlier termination of this Permit, CITY may demand and receive from PERMITTEE rent for the Permit Area, calculated on a per diem basis, using up to one (1) times the fair market rental rate that could be charged for the use of the Permit Area, said rate to be determined, as of the date of the expiration or earlier termination of this Permit, by a qualified CITY employee, the selection of whom shall be in CITY's sole discretion. CITY's acceptance of such rent shall neither constitute a renewal or extension of this Permit, nor give PERMITTEE any rights in or to the Permit Area, except that PERMITTEE shall have up to 120 days to access to remove PERMITTEE's Facilities from the Permit Area.
11. PERMITTEE's Acknowledgement. PERMITTEE acknowledges and agrees that its overhead electric line was originally constructed as part of C-1496 and involves pole numbers 316515, 316516, 316517, 316518 and 316519. PERMITTEE agrees to obtain permanent overhead electric easement from the CITY within one (1) year from Effective Date.
12. Restore and Vacate. Except as may otherwise be provided as part of this Permit, upon the expiration date of this Permit, PERMITTEE shall restore the Permit Area to its condition as of the Effective Date. Upon CITY'S early termination of this Permit, PERMITTEE shall immediately cease all operations on the Permit Area and as soon as practicable thereafter (but in no case, longer than ten (10) working days later) restore the Permit Area to its condition as of the Effective Date, and vacate the Permit Area. All restoration work must receive final acceptance by the City's Public Utilities Department (PUD), such acceptance not to be unreasonably withheld. PERMITTEE shall be responsible for contacting PUD and securing PUD's final acceptance of all restoration work. PUD's point of contact is as follows:

Megan Hickey
Senior Planner
Public Utilities Department
858-614-5789
13. Termination. PERMITTEE may terminate this Permit for any reason upon sixty (60) day prior written notice delivered to CITY. The CITY may terminate this Permit as set forth in Section 8.
14. Superior Interests. This Permit is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, permits and licenses, easements and rights-of-way pertaining to the Permit Area, whether of record or not. PERMITTEE shall obtain all licenses, permits and agreements from such third parties as may be or become necessary or reasonably advisable to allow its use of the Permit Area, relative to any such superior interest. If PERMITTEE's use of the Permit Area is or becomes inconsistent or incompatible with a preexisting, superior interest, PERMITTEE shall take such actions and pay all costs and

expenses necessary to remove such inconsistency or incompatibility to the satisfaction of the holder of the superior interest.

15. Permit Fee. PERMITTEE shall pay the Permit Fee as defined in Section 1.2 to CITY upon execution of this Permit.
16. Consideration. PERMITTEE shall pay CITY \$0.00 in consideration for this Permit because of the public benefit of the PERMITTEE's use of the Permit Area as described in Section 1.3. In addition, it is understood that if use of the Permit Area is expected to exceed a total of twelve (12) months after the Effective Date, the PERMITTEE will request an extension in writing from CITY and obtain CITY approval in writing prior to occupying the Permit Area beyond the Term as described in Section 1.5.
17. Maintenance of the Permit Area. As it relates to PERMITTEE's Permit Use and activities, PERMITTEE shall, at PERMITTEE's sole cost and expense and to CITY's satisfaction, maintain the Permit Area in good order and repair and in a safe, healthy, and sanitary condition during the term of this Permit. CITY shall not be required to make any improvements or repairs to the Permit Area. PERMITTEE and its officers, employees, agents, and contractors shall not deposit any rubbish, debris, litter, or other item that is not necessary for the approved Permit Use, at any time on the Permit Area. PERMITTEE shall immediately notify CITY of any rubbish, debris, litter, or any other condition which affects the safety, health, or sanitation of the Permit Area.
18. Inspection. CITY, upon reasonable notice to PERMITTEE, may enter upon and inspect the Permit Area at all times for any purpose.
19. Utilities. PERMITTEE shall order, obtain and pay for all utilities and service charges in connection with PERMITTEE's use of the Permit Area.
20. Permits & Approvals. PERMITTEE, at PERMITTEE's sole cost and expense, shall obtain all required permits, licenses, and approvals from the applicable local, state, and federal regulatory agencies, including without limitation from CITY, in connection with PERMITTEE's use of the Permit Area.
21. Improvements/Alterations. PERMITTEE shall not construct any improvements, structures or installations on the Permit Area, and shall not alter the Permit Area without obtaining all applicable governmental approvals and without the express written consent of CITY in its proprietary capacity. Except as required by law, CITY shall not be obligated to make any repair or assume any expense for any improvements or alterations to the Permit Area.
22. Personal Property.
 - 22.1 Personal Property. PERMITTEE shall remove from the Permit Area all PERMITTEE-owned machines, appliances, equipment, trade fixtures and other items of personal property upon the expiration of the Term, or as soon as practicable after termination, but in no event later than thirty (30) days after the expiration or earlier

termination of this Permit. Any such items which PERMITTEE fails to so remove shall be removed at PERMITTEE's sole cost and expense. PERMITTEE, at its sole cost and expense, shall be responsible for the repair of any and all damage resulting from the removal of its personal property from the Permit Area.

- 22.2 Late Removal. Notwithstanding any provision of this Permit to the contrary, PERMITTEE shall pay rent to CITY, utilizing the methodology set forth above in section "10. No Holdover", for any period of time after the expiration or earlier termination of this Permit needed to remove PERMITTEE's personal property, or restore the Permit Area, as required by this Permit, whether the removal and/or restoration work is actually performed by CITY or PERMITTEE.
- 22.3 CITY's Right to Acquire Personal Property. If PERMITTEE wants to dispose of any of its personal property used in its operations within the Permit Area upon expiration or termination of this Permit, CITY shall have the first right to acquire such personal property.
23. Insurance. PERMITTEE shall not begin operating under the Permit until it has: (i) obtained, and provided to CITY, insurance certificates reflecting evidence of all insurance as required in Section 23.2 herein; however, CITY reserves the right to request, and PERMITTEE shall submit, copies of any policy upon reasonable request by CITY; (ii) obtained CITY approval of each company or companies as required in Section 23.4 herein; and (iii) confirmed that all policies contain the specific provisions and endorsements as required in this Section.
- 23.1 PERMITTEE's liabilities, including but not limited to PERMITTEE's indemnity obligations, under the Permit, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that CITY is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of the Permit and PERMITTEE's failure to maintain or renew coverage or to provide evidence of renewal during the term of the Permit may be treated as a material breach of contract by CITY. Further, PERMITTEE shall not modify any policy or endorsement thereto which increases CITY's exposure to loss for the term of the Permit.
- 23.2 Types of Insurance. At all times during the Term, the PERMITTEE shall maintain insurance coverage and shall require PERMITTEE's contractors and subcontractors conducting work on the Permit Area to maintain insurance coverage as follows:
- 23.2.1 Commercial General Liability. Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$2 million per occurrence and subject to an annual aggregate of \$4 million. There shall be no endorsement or modification of the CGL limiting

the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

23.2.2 Commercial Automobile Liability. For all of PERMITTEE's automobiles including owned, hired, and non-owned automobiles, PERMITTEE shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

23.2.3 Workers' Compensation. For all of PERMITTEE's employees who are subject to the Permit and to the extent required by the applicable state or federal law, PERMITTEE shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and PERMITTEE shall provide an endorsement that the insurer waives the right of subrogation against CITY and its respective elected officials, officers, employees, agents, and representatives.

23.3 Deductibles. All deductibles on any policy shall be the responsibility of PERMITTEE and shall be disclosed to CITY at the time the evidence of insurance is provided.

23.4 Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by the Permit shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by CITY. CITY will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

23.5 Modification. To assure protection from and against the kind and extent of risk existing with the Permit Use, CITY, at its reasonable discretion, may require the revision of amounts and coverage at any time by giving PERMITTEE thirty (30) days prior written notice. PERMITTEE shall also obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY's reasonable re-evaluation of risk levels related to the Permit Use.

23.6 Accident Reports. PERMITTEE shall immediately report to CITY any accident causing property damage or injury to persons on the Permit Area or otherwise related to the Permit Use. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names

and addresses of any witnesses, photographs and/or video, if any, and other pertinent information.

- 23.7 Severability of Interest. Each policy shall provide that PERMITTEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.
- 23.8 Continuity of Coverage. All policies shall be in effect on or before the first day of the Term, except "course of construction fire insurance" shall be in force on commencement of all authorized construction, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. The policies shall be kept in force for the duration of the Term. At least thirty (30) days prior to the expiration of each insurance policy, PERMITTEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Permit. PERMITTEE shall provide proof of continuing insurance at least annually during the Term. If insurance lapses or is discontinued for any reason, PERMITTEE shall immediately notify CITY and obtain replacement insurance as soon as possible.
- 23.9 Required Endorsements. The following endorsements to the policies of insurance are required to be provided to CITY before any operations are initiated under the Permit.

23.9.1 Commercial General Liability Insurance Endorsements

23.9.1.1 ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents, and representatives with respect to liability arising out of (i) ongoing operations performed by PERMITTEE or on PERMITTEE's behalf, (ii) PERMITTEE's products, (iii) PERMITTEE's work, including but not limited to PERMITTEE's completed operations performed by PERMITTEE or on PERMITTEE's behalf, or (iv) premises owned, leased, controlled, or used by PERMITTEE.

23.9.1.2 PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents, and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents, and representatives shall be in excess of PERMITTEE's insurance and shall not contribute to it.

23.9.2 Automobile Liability Insurance Endorsements

23.9.2.1 ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents, and representatives with respect to liability arising out of automobile owned, leased, hired, or borrowed by or on behalf of PERMITTEE.

23.9.3 Worker's Compensation Insurance Endorsements

23.9.3.1 Waiver of Subrogation. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against CITY and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for CITY.

- 23.10 Self-Insurance. PERMITTEE shall have the right to self-insure with respect to any of the insurance required in this Section. PERMITTEE shall provide to CITY evidence of self-insurance satisfying the requirements in this Section and indicating PERMITTEE's self-insured status. Insurance or equivalent risk management coverage provided by a joint powers' insurance authority may also satisfy the provisions of this Section.
24. Subcontractors' Insurance and Indemnification of CITY. Unless PERMITTEE's insurance covers work performed by all of PERMITTEE's subcontractors performing any Work or in the Permit Area, PERMITTEE shall require PERMITTEE's subcontractors to indemnify the CITY and to maintain insurance coverage to the same extent that PERMITTEE is required to indemnify the CITY and maintain insurance coverage pursuant to the Insurance Section of this Permit, including all obligations to provide documentation and all of the endorsements, including naming the City of San Diego and its respective elected officials, officers, employees, agents, and representatives as an Additional Insured in each insurance policy.
25. Indemnification & Hold Harmless. PERMITTEE shall protect, defend, indemnify, and hold CITY and its elected officials, officers, employees, representatives, and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to PERMITTEE's officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area, and all expenses of investigating and defending against same, including without limitation attorney fees and costs; provided, however, that PERMITTEE's duty to indemnify and hold harmless shall not apply to the extent any established liability arises from the active

negligence or intentional misconduct of CITY and its elected officials, officers, employees, representatives, and agents. CITY may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, PERMITTEE shall pay all the costs related thereto, including reasonable attorney's fees and costs.

26. Liability for Loss, Injury or Damage. In addition to any other assumption of liability set forth herein, and excluding any loss or damage to the extent resulting from the CITY's negligence or willful misconduct, PERMITTEE agrees that it assumes the sole risk and responsibility for any damage, destruction, or theft of PERMITTEE's equipment, materials, or personal property placed on the Permit Area and for any injury to persons which occurs on the Permit Area as a result of the Permit Use.
27. Compliance with Laws. PERMITTEE shall at all times in its use, occupancy, maintenance, and restoration of the Permit Area comply with all applicable laws, rules and regulations and direction by competent governmental authorities, and all at PERMITTEE's sole cost and expense.
28. California Public Records Act. CITY shall determine, in its sole discretion, whether information provided by PERMITTEE pursuant to this Permit is or is not a public record subject to disclosure under the California Public Records Act ("CPRA"). PERMITTEE shall hold CITY and its elected officials, officers, and employees harmless for CITY's disclosure of any such information in response to a request for information under the CPRA.
 - 28.1 CITY shall not be liable or obligated for any burden or loss (financial or otherwise) incurred by PERMITTEE as a result of CITY's disclosure or non-disclosure of this Permit or PERMITTEE information requested pursuant to the CPRA. PERMITTEE EXPRESSLY WAIVES ANY CLAIM AGAINST CITY AND ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS FOR ANY BURDEN, EXPENSE, OR LOSS WHICH PERMITTEE INCURS AS A RESULT OF CITY'S DISCLOSURE OF NON-DISCLOSURES OF THIS PERMIT OR ANY PERMITTEE INFORMATION REQUESTED PURSUANT TO THE CPRA.
29. No Discrimination. PERMITTEE shall not discriminate in any manner against any person on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status or disability in PERMITTEE's use of the Permit Area, including without limitation the provision of goods, services, facilities, privileges, advantages and accommodations, and the hiring and retention of employees and contractors.
30. Equal Pay Ordinance. CITY shall determine, in its sole discretion, whether information provided by PERMITTEE pursuant to this Permit is or is not a public record subject to disclosure under the California Public Records Act ("CPRA"). PERMITTEE shall hold CITY and its elected officials, officers, and employees harmless for CITY's disclosure of any such information in response to a request for information under the CPRA.

- 30.1 PERMITTEE Requirement. The Equal Pay Ordinance applies to any subcontractor to the same extent as it would apply to PERMITTEE. PERMITTEE shall require subcontractors to certify compliance with the Equal Pay Ordinance in their subcontracts.
- 30.2 Notice Requirement. PERMITTEE must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.
31. Equal Opportunity. PERMITTEE shall comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375 and 12086; the California Fair Employment Practices Act; and all other related and applicable federal and state laws and regulations. PERMITTEE shall not discriminate against any employee or applicant for employment based on race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition or place of birth. PERMITTEE shall cause the foregoing provisions to be inserted in all of PERMITTEE's contracts for work related to this Permit so that such provisions will be binding upon each of PERMITTEE's contractors. PERMITTEE shall fully cooperate with any investigation conducted by CITY pursuant to CITY'S Nondiscrimination in Contracting Ordinance (i.e., San Diego Municipal Code sections 22.3501-22.3517, as amended from time to time), and upon CITY's request PERMITTEE shall submit a current Workforce Report. PERMITTEE acknowledges that failure to comply with the requirements of this section and/or submitting false information in response to these requirements may result in termination of this Permit and debarment from participating in CITY contracts for a period of not less than one (1) year.
32. Equal Benefits. PERMITTEE shall comply with San Diego Municipal Code sections 22.4301-22.4308, which require applicable parties to offer the same employment benefits to employees with spouses and employees with domestic partners. PERMITTEE shall certify that it will maintain such equal benefits throughout the term of this Permit. PERMITTEE's failure to maintain equal benefits shall be a material breach of this Permit.
33. Disabled Access Compliance. PERMITTEE will, as applicable to the Permit Area and PERMITTEE's possession, use, and occupancy of the Permit Area, comply with all accessibility requirements under California Government Code sections 11135-11139.5; Title 24 of the California Code of Regulations; the Federal Rehabilitation Act of 1973, Section 504, Title V; the Americans with Disabilities Act of 1990 ("ADA"); and all other applicable state and federal laws, rules, and regulations of competent governmental authority protecting the rights of individuals with disabilities. When a conflict exists between any federal or state accessibility requirements, PERMITTEE will follow the most restrictive accessibility requirement (i.e., that which provides the most access). PERMITTEE's compliance shall include without limitation the following:
- 33.1 PERMITTEE shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.

- 33.2 No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs, or activities of PERMITTEE.
- 33.3 PERMITTEE shall post a statement addressing the requirements of the ADA in a prominent place at the work site.
- 33.4 Where required by law, PERMITTEE shall, at PERMITTEE's sole cost and in conformance with all applicable building codes, comply with applicable disabled-access requirements by making accessible any areas of the Permit Area which deny access to disabled persons.
- 33.5 PERMITTEE shall include language in each subcontractor agreement, if any, indicating the subcontractors' agreement to abide by the foregoing provisions; and
- 33.6 PERMITTEE and each of its subcontractors, if any, shall be individually responsible for their own ADA compliance program. PERMITTEE's failure to comply with the above requirements and/or submitting false information in response to those requirements shall be a default under this Permit.
34. CITY Employee Participation Policy. CITY may unilaterally and immediately terminate this Permit if PERMITTEE employs an individual who, within the twelve (12) months immediately preceding such employment did, in their capacity as a CITY officer or employee, participate in negotiations with or otherwise have an influence on a recommendation made to the San Diego City Council related to the selection of PERMITTEE for this Permit. It is not the intent of this policy that these provisions apply to members of the City Council.
35. Local Business and Employment. PERMITTEE acknowledges that CITY seeks to promote employment and business opportunities for local residents and firms in all CITY contracts. For work associated with this Permit and to the extent legally possible, PERMITTEE shall use commercially reasonable efforts to solicit applications for employment and bids and proposals for contracts from local residents and firms as opportunities occur. PERMITTEE shall use its best efforts to hire qualified local residents and firms whenever practicable.
36. PERMITTEE's Risk. PERMITTEE shall bear all risks and liability arising out of or in any manner directly or indirectly connected with PERMITTEE's use or occupancy of the Permit Area and any damages to any improvements on, under, or in the vicinity of the Permit Area resulting directly or indirectly thereby, including without limitation, all consequential damages and loss of use of PERMITTEE's overhead circuit and other equipment and facilities.
37. No Nuisance. PERMITTEE shall not use the Permit Area in any manner which creates a nuisance or unreasonably disturbs the quiet enjoyment of persons in and to the surrounding area or that violates CITY's Noise Abatement and Control Ordinance in Chapter 5, Article 9.5 of the San Diego Municipal Code, as amended from time to time.

38. Assignment and Sublicense. PERMITTEE shall not assign or sublicense any rights granted by this Permit or any interest in this Permit without CITY's written consent in each instance. Approval of any such proposed assignment may be withheld at the sole and absolute discretion of the CITY. Any assignment by operation of law shall automatically terminate this Permit.
39. Signs. PERMITTEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings or similar devices or advertising without CITY's prior written consent. If any such unauthorized item is found on the Permit Area, PERMITTEE shall remove the item at its expense within twenty-four (24) hour after notice by CITY, or CITY may thereafter summarily remove the item at PERMITTEE's cost.
40. Encumbrances. PERMITTEE shall keep the Permit Area free from all encumbrances and liens of any nature which arise out of or are in any manner directly or indirectly connected with PERMITTEE'S use or occupancy of the Permit Area. PERMITTEE shall protect, defend, indemnify and hold CITY harmless from and against any and all such encumbrances and/or liens, and from and against any claim, liability, cost or expense, including without limitation all reasonable attorney fees and costs, relating to or charged against the Property, including without limitation PERMITTEE'S failure or the failure of any contractor or subcontractor hired by PERMITTEE to pay any person or persons entitled to lien or encumber the Property pursuant to the California Civil Code.
41. Taxes. If applicable, PERMITTEE shall pay, before delinquency, all taxes, assessments and fees assessed or levied upon PERMITTEE or the Permit Area during the Term, including the land and any buildings, structures, machinery, equipment, appliances or other improvements or property of any nature whatsoever erected, installed or maintained by PERMITTEE, or levied by reason of PERMITTEE's occupancy, use, development, maintenance or restoration of the Permit Area, including without limitation licensing and permitting costs and fees. PERMITTEE acknowledges that this Permit may create a possessory interest subject to property taxation, and that PERMITTEE may be subject to the payment of taxes levied on that interest. PERMITTEE shall pay all such possessory interest taxes. PERMITTEE's payment for such taxes, fees and assessments shall not reduce any payment due CITY.
42. Security and Safety of Permit Area. PERMITTEE shall bear sole responsibility for the security and safety of the Permit Area during the Term relating to any Work performed as authorized by this Permit or under the direction of PERMITTEE. PERMITTEE shall be responsible for the maintenance, cleanup, and securing of the Permit Area, as appropriate, immediately following each day's work to ensure security and safety. PERMITTEE shall comply with all applicable laws, rules, regulations, and directives of competent governmental authorities, at PERMITTEE's sole cost and expense, with respect to maintaining the Permit Area in a safe and secure manner during the Term. CITY has no obligation to provide oversight of the Work or staffing or resources for the maintenance of the Permit Area during the Term.

43. Hazardous Substances. PERMITTEE shall not allow the illegal installation, storage, utilization, generation, sale, or release of "Hazardous Substance", as defined below, or otherwise regulated substances in, on, under or from the Permit Area. PERMITTEE and PERMITTEE's agents and contractors shall not install, store, utilize, generate, or sell any Hazardous Substance on the Permit Area without CITY's prior written consent. PERMITTEE shall, prior to initiating any operations, obtain all required permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment, or device which holds or incorporates a Hazardous Substance or hazardous waste.
- 43.1 Release. For all purposes of this Permit, a "release" shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or otherwise disposing of a hazardous substance.
- 43.2 Hazardous Substance. For all purposes of this Permit, "Hazardous Substance" shall mean any substance listed by the Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.
- 43.3 Remediation. If PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area ("PERMITTEE's Operations") results in a release of a Hazardous Substance, PERMITTEE shall pay all costs of remediation and removal to the CITY's satisfaction for unrestricted reuse of the Permit Area, and in accordance with all applicable laws, rules, and regulations of governmental authorities
- 43.4 Removal. If PERMITTEE or PERMITTEE's contractor or agent has received approval and permits to store, utilize, generate, or install, or otherwise bring Hazardous Substances to the Permit Area, PERMITTEE and/or PERMITTEE's contractor or agent shall remove all Hazardous Substances in any type of container, equipment, or device from the Permit Area immediately upon or prior to the expiration or earlier termination of this Permit. CITY reserves the right to conduct inspections of the Permit Area and/or request documentation demonstrating the legal removal and/or disposal of the hazardous materials, wastes, or other containers, equipment, or devices from the Permit Area. PERMITTEE shall be responsible for any and all costs incurred by CITY to remove any container, equipment, or device requiring disposal or removal as required by this provision.
- 43.5 Indemnity. PERMITTEE shall protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from PERMITTEE's Operations, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary CITY response costs; (v) all fines,

penalties or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, PERMITTEE's officers, employees, invitees, guests, agents or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.

43.6 Notice of Release. If PERMITTEE knows or has reasonable cause to believe that a Hazardous Substance has been released on, from, or beneath the Permit Area, PERMITTEE shall immediately notify CITY and any appropriate regulatory or reporting agency pursuant to California Code of Regulations Title 19 and any other applicable laws or regulations. PERMITTEE shall deliver a written report thereof to CITY within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If PERMITTEE knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, PERMITTEE shall take all actions necessary to alleviate the danger. PERMITTEE shall immediately notify CITY in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Permit Area.

43.7 Environmental Assessment. Upon reasonable cause to believe that PERMITTEE's Operations resulted in any Hazardous Substance being released on, from, or beneath the Permit Area, CITY may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. The environmental assessment shall be obtained at PERMITTEE's sole cost and expense, and shall establish what, if any, Hazardous Substances have more likely than not been caused by PERMITTEE's Operations on, in, from or under the Permit Area, and in what quantities. If any such Hazardous Substances exist in quantities greater than allowed by city, county, state, or federal laws, statutes, ordinances, or regulations, or require future restricted re-use of the Permit Area, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted re-use and in compliance with those laws or statutes, and estimates of the cost of such remediation or removal. PERMITTEE shall cause, or if PERMITTEE fails to do so within a reasonable period of time, as determined by CITY in its sole discretion, then CITY may cause, the remediation and/or removal recommended in the environmental assessment such that unrestricted re-use of the Permit Area and compliance with environmental laws and regulations are achieved, and PERMITTEE shall pay all costs and expenses therefor.

44. Storm Water Best Management Practices. PERMITTEE is committed to the implementation of controls (best management practices or BMPs) to manage activities on the Permit Area in a manner which aids in the protection of CITY's precious water resources. It is PERMITTEE's responsibility, at its own cost and expense, to comply with Part 2 of the current City of San Diego Storm Water Standards Manual, Section 1000 and 1001 of the City Supplement to Standard Specifications for Public Works Construction (The WHITEBOOK),

and all applicable Minimum Best Management Practice requirements, as defined in the CITY's Jurisdictional Runoff Management Plan, in performing or delivering services at CITY owned, leased, or managed property, or in performance of services and activities on behalf of CITY, regardless of location, so as not to cause pollutant discharges to the storm drain system in violation of San Diego Storm Water Management and Discharge Control Ordinance (San Diego Municipal Code sections 43.0301 to 43.0312).

- 44.1 PERMITTEE shall comply with the current CITY's Jurisdictional Runoff Management Plan encompassing city-wide programs and activities designed to prevent and reduce storm water pollution within CITY boundaries.
- 44.2 PERMITTEE shall comply with each CITY facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment. PERMITTEE shall remove all storm drain inlet protection control measures put in place prior to a rain event to minimize the possibility of clogging the storm drain system. After a rain event, all control measures must be reinstalled, refreshed, and maintained by the PERMITTEE if necessary.
- 44.3 PERMITTEE shall accept ultimate responsibility to prevent pollutant discharges to the storm drain system. Therefore, PERMITTEE shall identify and implement any additional BMPs that may be required to prevent the discharge of pollutants to the storm drain system.
- 45. Prevailing Wages. PERMITTEE acknowledges that PERMITTEE is the awarding body pursuant to California Labor Code section 1722, for any contracts related to PERMITTEE's use of the Permit Area that may require the payment of prevailing wages pursuant to State law and/or San Diego Municipal Code section 22.3019. PERMITTEE agrees to comply with all laws related to the payment of prevailing wages on public works contracts, including without limitation the requirements contained in California Labor Code sections 1720-1861. PERMITTEE shall deliver to City, upon request, evidence of compliance with the State prevailing wage laws in form and content reasonably satisfactory to CITY.
- 46. Vehicular Traffic. All vehicular traffic shall be confined to concrete, asphalt, or decomposed aggregate surfaces unless otherwise approved in writing by CITY Contact prior to the commencement of the Work.
- 47. Grading and Barriers. PERMITTEE shall not change the surface grade or construct any permanent barriers within the Permit Area. Any violations shall be corrected by PERMITTEE at its sole expense to the satisfaction of CITY and are grounds, at CITY's option, for immediate termination of this Permit.
- 48. Repair. PERMITTEE shall be responsible, at its sole cost and expense, for the repair or replacement of any damage to the Permit Area caused directly or indirectly by PERMITTEE's use of the Permit Area, including items that CITY staff has determined to be damaged and caused directly or indirectly by PERMITTEE's use of the Permit Area. PERMITTEE shall comply with the direction of CITY's Department of Real Estate and

Airport Management with respect to the method of any repairs or replacement arising under this Permit.

49. Partial Invalidity. If any term, covenant, condition, or provision of this Permit is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
50. Waiver. The property constituting the Permit Area is publicly owned and held in trust for the benefit of CITY's citizens. Either Party's failure to insist upon the strict performance of any of PERMITTEE's obligations under this Permit, in one or more instance, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. Either Party's waiver of a default shall not be a waiver of any other default. Any waiver of a default must be in a writing executed by the waiving party to constitute a valid and binding waiver. Either Party's delay or failure to exercise a right or seek a remedy shall not be deemed a waiver of that or any other right or remedy under this Permit, at law, or in equity. The exercise of any particular right or the use of any particular remedy for any default shall not waive the use of any other right or remedy for the same default or for another or later default. Either Party's failure to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but such Party may at any and all times require the cure of the default.
51. Cumulative Remedies. Each Party's rights and remedies under this Permit are cumulative and shall not limit or otherwise waive or deny any of such Party's rights or remedies at law or in equity.
52. Survival. Any obligation which accrues under this Permit prior to its expiration or termination shall survive such expiration or termination.
53. Joint and Several Liability. If PERMITTEE is comprised of more than one person or legal entity, such persons and entities, and each of them, shall be jointly and severally liable for the performance of each and every obligation of PERMITTEE under this Permit.
54. No Affiliation. Nothing contained in this Permit shall be deemed or construed to create a partnership, joint venture or other affiliation between CITY and PERMITTEE or between CITY and any other entity or party, or cause CITY to be responsible in any way for the debts or obligations of PERMITTEE or any other party or entity.
55. Exhibits. All exhibits referenced in this Permit are incorporated into this Permit by this reference. In the event of a conflict between this Permit and any exhibit to this Permit, the terms, conditions, and obligations of this Permit shall control.
56. Entire Agreement. This Permit constitutes the entire agreement between the parties and supersedes any and all prior understandings, representations, warranties and agreements between them pertaining to this Permit and PERMITTEE's occupancy, use, development, maintenance and restoration of the Permit Area. Any and all recitals, exhibits, and schedules attached hereto are hereby incorporated by this reference. Any modification, alteration or

amendment of this Permit shall be in writing and signed by all the parties hereto. Each party represents and warrants that this Permit is binding upon such party in accordance with its terms.

57. Counterparts. This Permit may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument.
58. Notices. Any notice required or permitted to be given under this Permit shall be in writing and may be served personally or delivered by United States mail, postage prepaid, and addressed to PERMITTEE at PERMITTEE's Address for Notices, and to CITY as follows:

THE CITY OF SAN DIEGO

Attention: Director, Department of Real Estate and Airport Management

1200 Third Avenue, Suite 1700

MS 51A

San Diego, CA 92101

(619) 236-6020

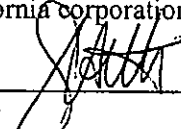
59. Authority to Contract. Each individual executing this Permit on behalf of another person or legal entity represents and warrants that they are authorized to execute and deliver this Permit on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws or other written rules of conduct or governing agreement, and that this Permit is binding upon such person or entity in accordance with its terms. Each person executing this Permit on behalf of another person or legal entity represents and warrants such entity is a valid, qualified corporation, limited liability company, partnership or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.
60. Acceptance of Permit Area. By signing this Permit, PERMITTEE represents and warrants that it has independently inspected the Permit Area and made all tests, investigations and observations necessary to satisfy itself as to the condition of the Permit Area and its suitability for the Permit Use. PERMITTEE further represents and warrants that it is not relying on any representation by CITY as to the condition of the Permit Area or its suitability for the Permit Use, and that PERMITTEE is relying solely on its own and independent inspections, tests, investigations and observations of the Permit Area in entering into this Permit. PERMITTEE accepts the Permit Area in its current condition. PERMITTEE acknowledges and agrees that unless set forth in this Permit, CITY has no obligation to improve, modify, repair, replace, alter, secure, or otherwise develop the Permit Area at any time either prior to, on or after the Effective Date. PERMITTEE shall not hold CITY responsible for any defects in the Permit Area. PERMITTEE accepts and assumes all risk of harm to all persons and property, including without limitation PERMITTEE's employees, from any defects in the Permit Area, and shall be solely responsible therefor, except in the case of the active negligence or willful misconduct of the CITY.

61. Standard of Conduct. PERMITTEE and its employees shall at all times conduct themselves and the operations on the Permit Area in a credible manner, as determined by CITY in its sole reasonable discretion.
62. Controlling Law and Venue. This Permit and all Permit documents shall be deemed to be made under and shall be construed in accordance with and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof. The venue for any suit or proceeding concerning this Permit, including the interpretation or application of any of its terms or any related disputes, shall be in the County of San Diego, State of California.

SIGNATURE PAGE TO FOLLOW

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

SAN DIEGO GAS AND ELECTRIC COMPANY,
a California corporation

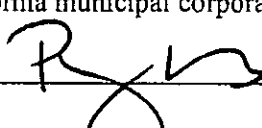
By: 

Printed Name: John Hutter

Title: RIGHT OF WAY Supervisor

Date: 7/12/2022

THE CITY OF SAN DIEGO,
a California municipal corporation

BY: 

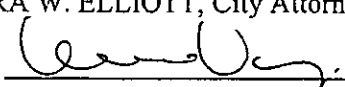
Printed Name: Penny Maus

Title: Director, Department of Real Estate and Airport Management

Date: 8-10-22

Approved as to form this 11th day of August, 2022

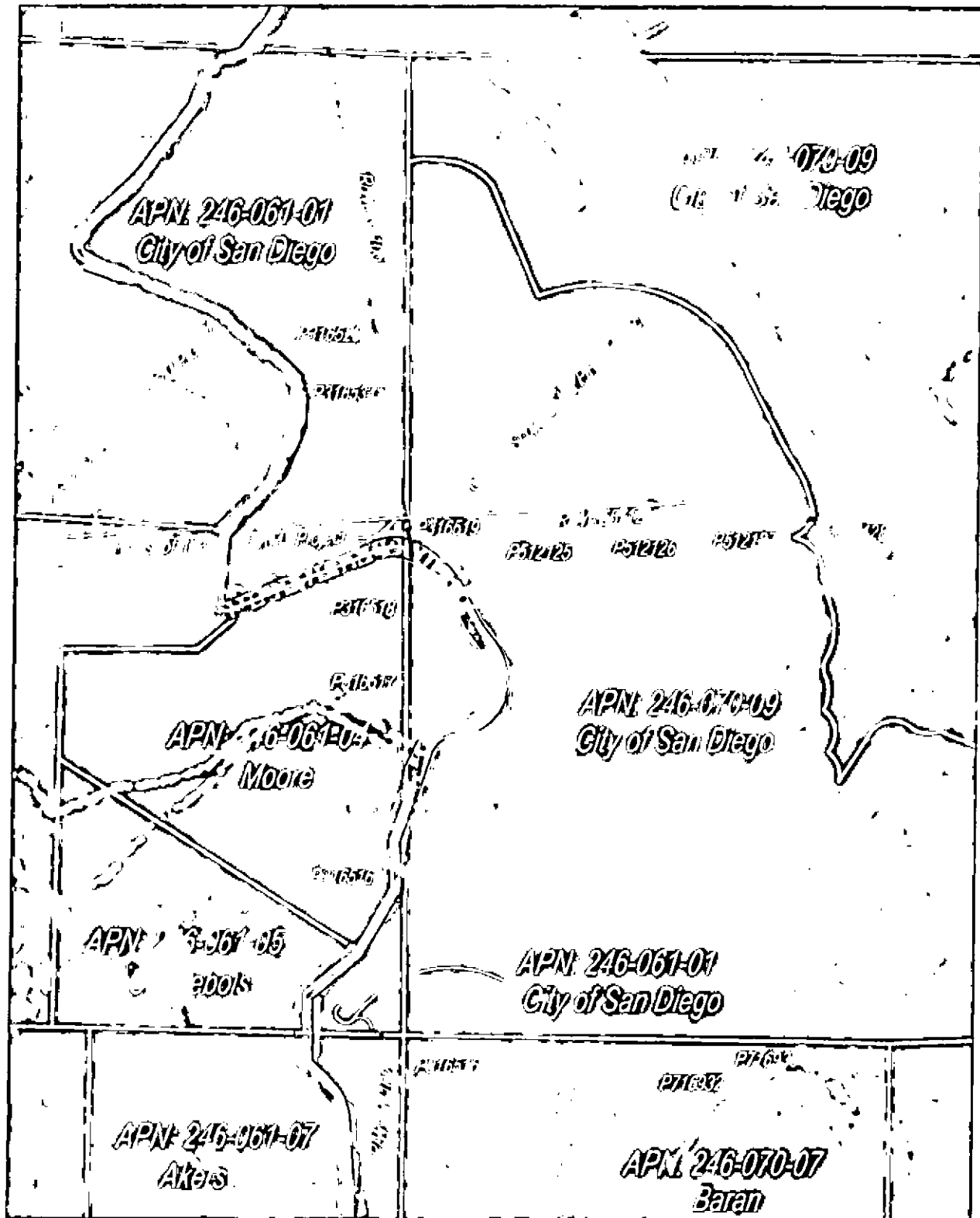
MARA W. ELLIOTT, City Attorney

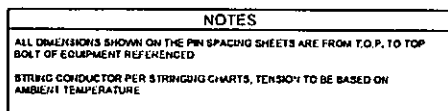
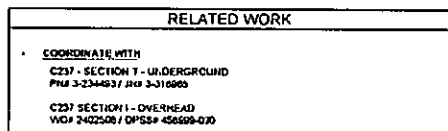
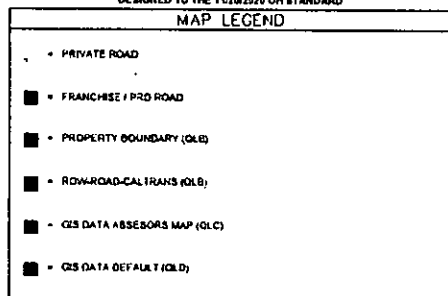
BY: 

Name: Marco A. Verdugo

Title: Deputy City Attorney

C237 SECTION T -CITY OF SAN DIEGO -EASEMENT REQUEST



[illegible]

MATCHLINE "A" - SEE SHEET 3



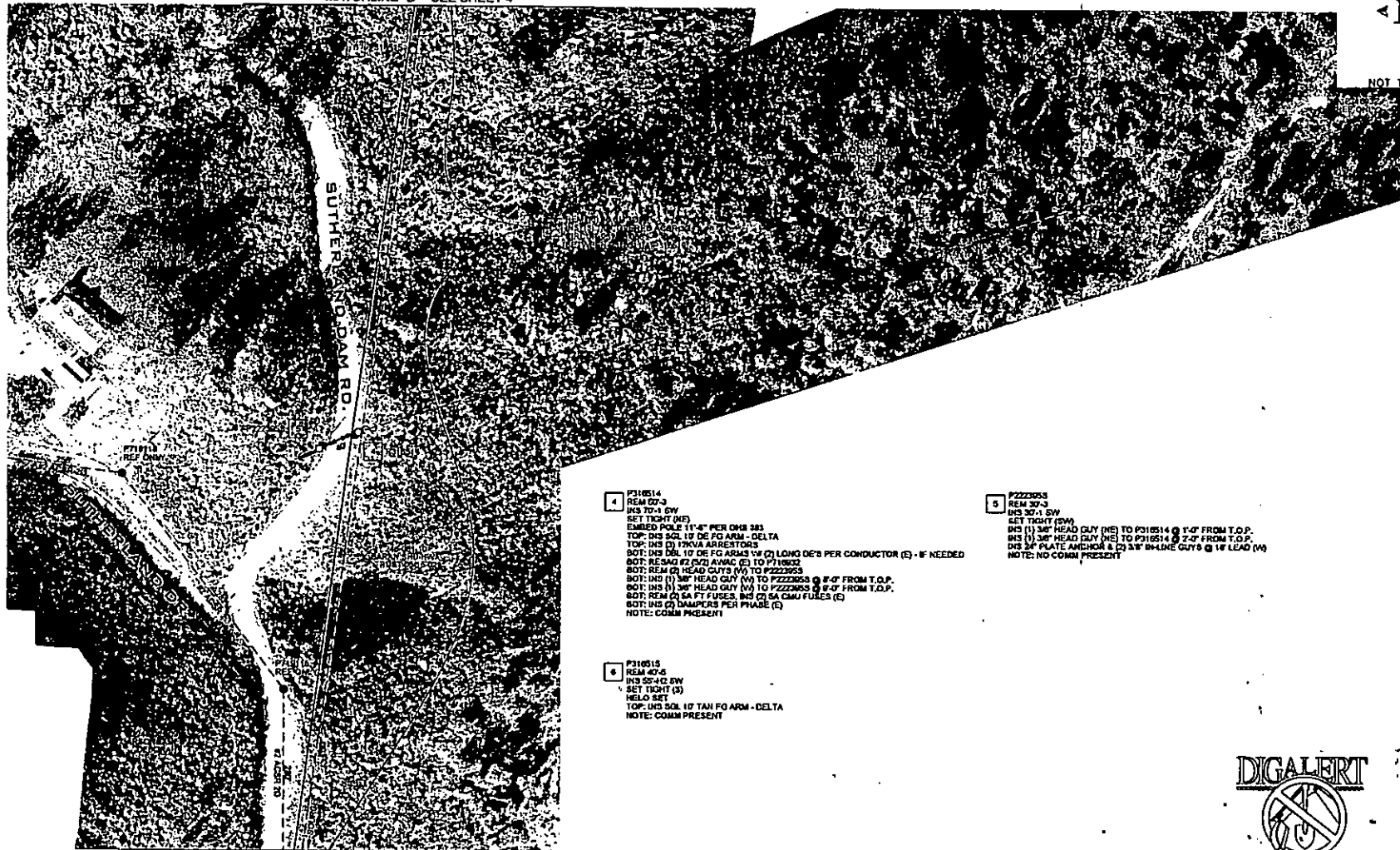
NOT TO SCALE

- 1 P31851Z
EX SW-3 SW TO REMAIN (REPLACED ON C237-Q)
POLE TOP WORK ONLY
TOP: REUSE SEC. 10 OF FG ARM - CONVERT TO DELTA (S)
TOP: D13 (1) 7/8" IN-LINE GUY TO EX ANCHOR (1) 29 LEAD (S)
TOP: D13 (1) 3/4" PLATE PER PHASE (Q) & (2) DAMPERS PER PHASE (HW)
BOT: D13 DEL. 10 OF FG ARM - DELTA
BOT: D13 3/4" PLATE ANCHOR & (2) 3/8" IN-LINE GUYS @ 30 LEAD (S)
BOT: TRANS (3) 40A C&U FUSES (N)
COORDINATE WITH FIRM C237 - SECTION 1 - CH
WOF 3425206 / DP539 458600-060
NOTE: COMAN PRESENT
- 2 P31851Z
EX SW-1 SW TO REMAIN (REPLACED ON C237-Q)
POLE TOP WORK ONLY
TOP: REUSE DEL. 10 TAN FO ARMS - DELTA
TOP: D13 (1) 12VA C&U RESTORER
COORDINATE WITH FIRM C237 - SECTION 1 - CH
WOF 3425206 / DP539 458600-060
NOTE: COMAN PRESENT
- 3 P31851Z
EX SW-4 SW TO REMAIN (REPLACED ON C237-Q)
POLE TOP WORK ONLY
TOP: REUSE DEL. 10 TAN FO ARMS - DELTA
D13 SEC. 10 TAN FO JUMPER ARM @ 5'-6" FROM T.O.P.
BOT: REUSE 6 CLOWN SEC. 10 OF FG ARM @ 14'-0" FROM T.O.P.
BOT: RE-SEG @ ACAP (N) TO 771015
BOT: D13 3/4" PLATE ANCHOR & (1) 3/8" IN-LINE GUY @ 30 LEAD (S)
BOT: D13 DAMPERS (N)
BOT: TRANS (2) 50A C&U FUSES (N)
COORDINATE WITH FIRM C237 - SECTION 1 - CH
WOF 3425206 / DP539 458600-060
NOTE: COMAN PRESENT



Call 8th 2 Working Days Before You Die

MATCHLINE "B" - SEE SHEET 4



MATCHLINE "A" - SEE SHEET 2

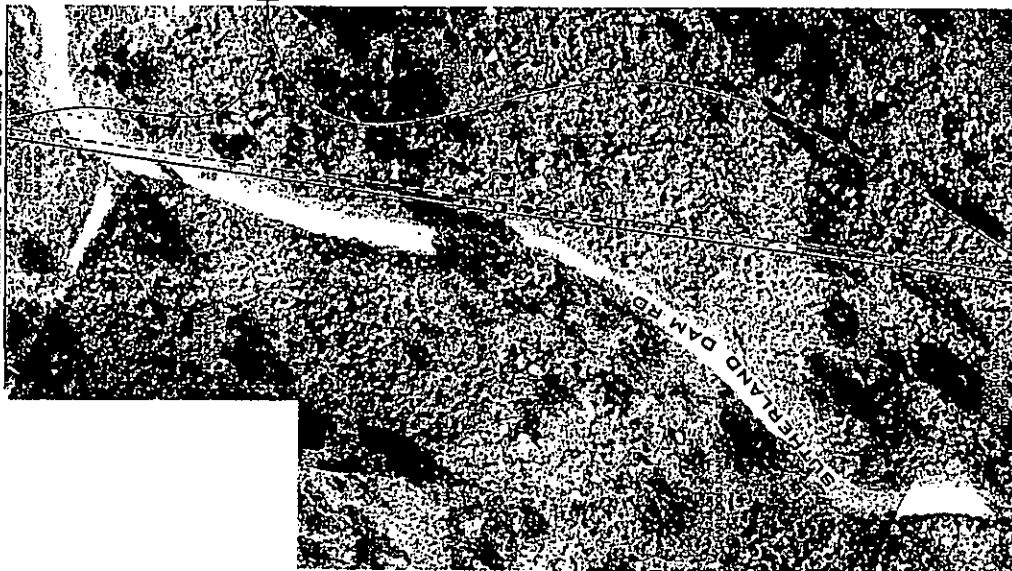
- | | |
|--|--|
| <p>4 P310514
REM 00-3
SET TIGHT (S)
EMBED POLE 11'-4" PER OHS 283
TOP: INS SOL 10 DE PG ARM - DELTA
TOP: INS (2) 12KVA ARRESTORS
BOT: INS DBL 10 DE PG ARMS W/ (2) LONG DE'S PER CONDUCTOR (S) - IF NEEDED
BOT: REM 40' (2) AWAC (S) TO P11003
BOT: REM (2) HEAD CUTS (W) TO P2223953
BOT: INS (1) 3/4" HEAD GUY (W) TO P2223953 @ 8'-0" FROM T.O.P.
BOT: INS (1) 3/4" HEAD GUY (W) TO P2223953 @ 7'-0" FROM T.O.P.
BOT: REM (2) SA FT FUSES, INS (2) SA CMU FUSES (S)
BOT: INS (2) DAMPERS PER PHASE (S)
NOTE: COMM PRESENT</p> | <p>5 P2223953
REM 30'-3
INS 30'-3 SW
SET TIGHT (W)
INS (1) 3/4" HEAD GUY (NE) TO P310514 @ 1'-0" FROM T.O.P.
INS (1) 3/4" HEAD GUY (NE) TO P310514 @ 7'-0" FROM T.O.P.
DS 3/4" PLATE ANCHOR & (2) 3/4" IN-LINE CUTS @ 1'-0" LEAD (W)
NOTE: NO COMM PRESENT</p> |
|--|--|



Call 811 2 Working Days Before You Dig!

[illegible]

MATCHLINE "C" - SEE SHEET 5



MATCHLINE "B" - SEE SHEET 3

Can 8½ 2-Workino Days Before You Die?

NIV/5

PROJECT NOTIFICATION #	3-234493
JOB NOTIFICATION #	3-288555
DESIGNED BY:	SCOTT CART

SDGE San Diego Gas & Electric
A Southern Company
Member of the SDG&E Group

REV/ISS	DATE
0	02/09/2021
PAGE 4 OF 8	

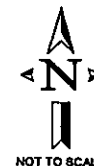
COPIES SENT TO: SAC, NEW YORK (100-100000) AND SAC, NEW YORK (100-100000) (P)
DATE: 10/10/68 BY: SA, NEW YORK (100-100000) (P)

P310518
 REM 45-6
 INS 00-42 SW
 SET TIGHT (N)
 TOP: INS SOL 10 TAN FO ARM - DELTA
 TOP: INS (3) 120VA ANRSTORS
 NOTE: COMB PRESENT
 EARTHMENT REQUIRED: POLE HEIGHT

15 REM: C1 06 CU 310
IN5: C1 140 COVERED ACSR 310
CIRCUIT 237 - 3,000';
BETWEEN P210511 & P210519

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FIRM C237 SEC. T CC - 100% CONSTRUCTION PLANS



NOT TO SCALE

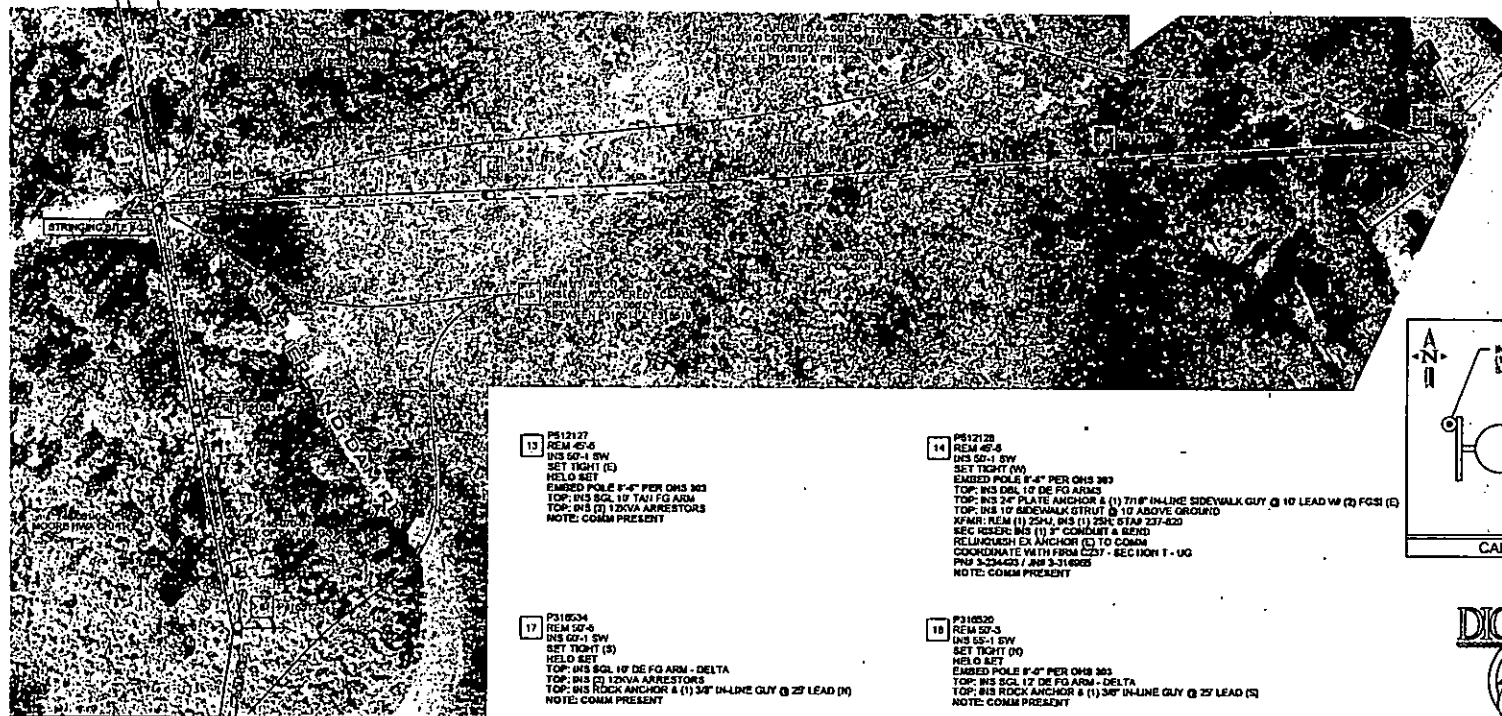
- P31817
 REM 50-3
 INS 55-1 SW
 SET TIGHT (N)
 HELD SET
 TOP: INS SCL 10' DE FG ARM - DELTA
 TOP: INS 24" PLATE ANCHOR & (1) 3/8" DISJCT GUY @ 33' LEAD (E)
 TOP: INS 24" PLATE ANCHOR & (1) 3/8" DL-LINE GUY @ 29' LEAD (N)
 EQUIPMENT REQUIRED: POLE HEIGHT & ANCHOR
 NOTE: COMDN PRESENT

- P318518
 REM 40-6
 INS 43-1 SW
 SET TIGHT OK
 HELD SET
 TOP, INS SGL 10 TAN FG ARM - DELTA
 TOP, INS (3) 12KVA ARRESTORS
 TOP, REM (1) HEADOUT (HW) TO P318519
 EASEMENT REQUIRED: POLE HEIGHT
 NOTE: COMM PRESENT

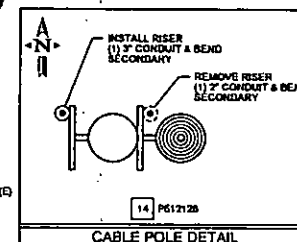
- 10 P316519 REM 47-3
DMS 50-1 SW
SET TIGHT (SW)
EMBED POLE 14'-4" PER CHS 303
TOP: DMS 50L 12' OF E-PO ARMS
TOP: REM (3) BRGD FUSES 1
DMS 50L 12' SWITCH ARM 1
DMS 50D SWITCH (N) DMS 237-1767
BOT: DMS 50L 12' OF E-PO ARMS
BOT: DMS 237-2 PLATE ANCHOR & (7) 3/8" INLINE GUTS @ 16' LEAD (N)
TOP: REM (1) 3/8" HEADOUT (SE) TO P316519
EASEMENT REQUIRED: XAFM
RELINQUISH E-PO ANCHOR (N) TO COMM
NOTE: COMM PRESENT

- PS12125
 RUM 55-3
 UNS 55-1 SW
 SET TIGHT (E)
 ICELO SET
 EMERD POLE 9'-4" PER OHS 203
 TOP: OHS SGL 10' TAN FG ARM
 TOP: DCS (3) 12KVA ARRESTORS
 NOTE: COMM PRESENT

- 12 P612126
REM 45-3
INS 55-1 SW
GET TIGHT (W)
HELO SET
EMBED POLE 9'-4" PER OHS 103
TOP: INS SGL 10' TAN FG ARM
REMOVE OLD POLE BUTT
NOTE: COLUM PRESENT



MATCHLINE "C" - SEE SHEET 4



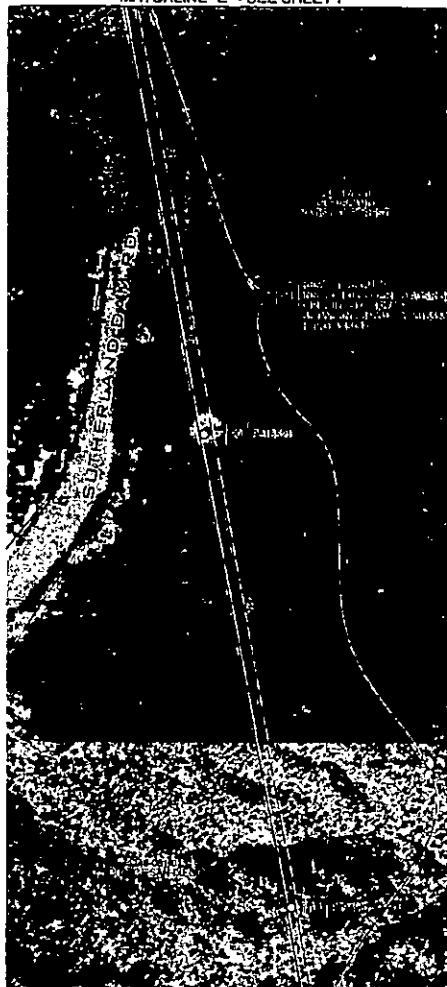
Call 816 2 Working Days Before You Dig!

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[illegible]

FIRM C237 SEC. T CC - 100% CONSTRUCTION PLANS

MATCHLINE "E" - SEE SHEET 7



MATCHLINE "D" - SEE SHEET 5



NOT TO SCALE

10 P234057
INS 807-1 5W
SET 478 (4) OF P310530
HELO SET
TOP: INS SGL 12 DE FG ARM - DELTA
TOP: INS (3) 12KVA ARRESTORS
EASEMENT REQUIRED: POLE HEIGHT & ARM
NOTE: NO COMM PRESENT

20 F310521
REM 50-3
INS 70-42 SW
SET TIGHT (SW)
HELO KEY
TOP: INS SOL 12 TAN FC ARM - DELTA
EASEMENT REQUIRED: XARM
NOTE: NO COMB PRESENT

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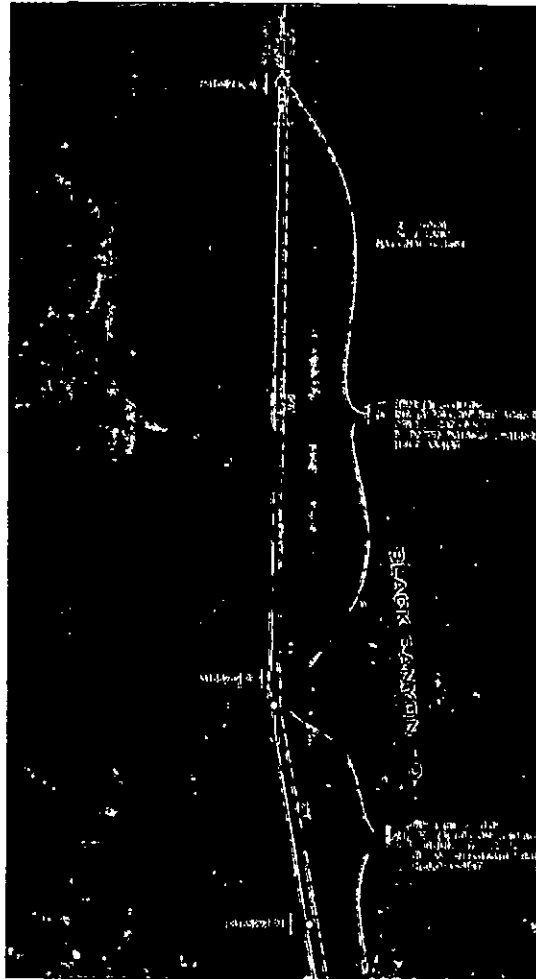


Call 811 2 Working Days Before You Dig

[illegible]

FIRM C237 SEC. T CC - 100% CONSTRUCTION PLANS

MATCHLINE "F" - SEE BOTTOM RIGHT



MATCHLINE "F" - SEE TOP LEFT



NOT TO SCALE

21 P310622
REM 40-5
INS 00-1 2W
SET TIGHT (HW)
HELLO SET
TOP: INS SOL 10 TAN FG ARM. - DELTA
TOP: INS (3) 12KVA ARRESTORS
NOTE: NO COMB PRESENT

22 P31802Z
 REM 40-6
 IN3 55-1 BW
 SET TIGHT (3)
 HELD SET
 TOP: INB DEL 17 DE FQ ARMS - DELTA
 TOP: IN3 ROCK ANCHOR & (1) 3RD BIRECT GUY @ 35' LEAD (M)
 TOP: INB ROCK ANCHOR & (1) 3RD IN-LINE GUY @ 25' LEAD (E)
 NOTE: NO COMM PRESENT

23 P318204
EX 70-H3 SW TO REMAIN
POLE TOP WORK ONLY
TOP: REUSE DEL 12 OF FG ARMS - DELTA (4 & 5)
TOP: INS (3) 12KVA ARRESTORS (3)
TOP: REUSE (1) 7/16" IN-LINE GUY EX 24' LEAD (S)
TOP: REUSE (1) 7/16" IN-LINE GUY EX 32' LEAD (SW)
TOP: REUSE (1) 7/16" IN-LINE GUY EX 32' LEAD (SE)
TOP: INS (2) DAMPERS PER PHASE (10)
NOTE: NO CDM PRESENT

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\\VJ17A00-1\public\myfiles\GIS\SEC 1\WAL_C000000 CONDUCTION_CONSTRUCTION_PLANS.DWG

IN VARIOUS TYPES OF VEHICLES (23 DEC 1 1968) CONSTRUCTION, CONSTRUCTION PLANS, ETC.

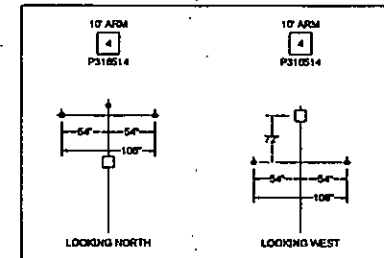
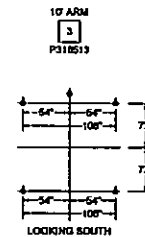
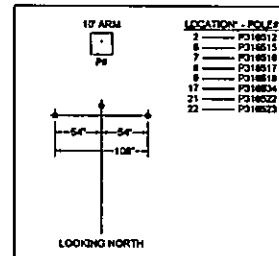
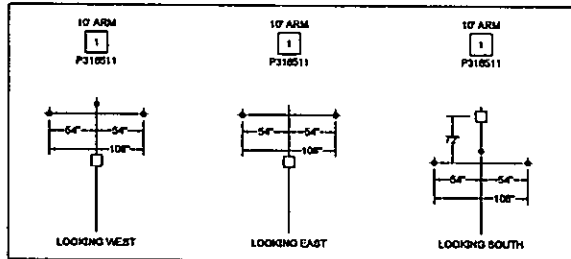
[illegible]

Can 8th 2 Working Days Before You Dig!

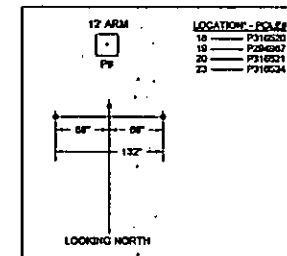
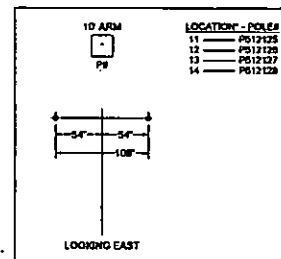
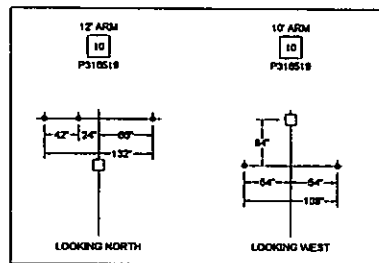
FIRM C237 SEC. T CC - 100% CONSTRUCTION PLANS

NOTE: FLAT CONSTRUCTION AND 3-WIRE TANGENTS UTILIZE THE 6" FROM T.O.P. HOLE FOR THE TOP BOLT OF THE CROSSARM. 3-WIRE DEADENDS UTILIZE THE 12" HOLE. ALL DIMENSIONS SHOWN ARE FROM TOP BOLT TO TOP BOLT.

FROM SHEETS 2 THRU 7 PIN SPACING PER LOCATION



FROM SHEET 5 THRU 7 PIN SPACING PER LOCATION



DATE	REVISION DESCRIPTION	DESIGNED	PROJECT INFORMATION
			3-234403
			3-288555
			SCOTT CARTER
			506
			0
			02/08/2021
			PAGE 8 OF 8