

DOCUMENT _____ RESOLUTION NO. _____ ORDINANCE NO. _____

TERM: month to month BEGINNING 09/11/86

LEGAL DESCRIPTION:

Por SW 1/4 of Section 6, T 13S, R1W

PROPERTY FILE CODE C701WW/088
 SIZE: land AC. 0.21
 DRAWING NO. _____

PURPOSE: Access road to power lines

REMARKS: _____

RENT: n/a PER MONTH NO CITY TAX AND/OR

CREDIT FUND n/a ACCOUNT n/a

BILLED ON n/a FOR PERIOD IN ADV/ARRS. PENALTY: 5% AFTER n/a 10% AFTER n/a DAYS

CONTACT Jay Barnett

ADDRESS P0 Box 1831 San Diego ZIP 92112 PHONE 619-6962415

(NAME OF LESSEE) (BRIEF LEGAL) (EXPIRATION DATE)

San Diego Gas & Electric por, SW1/4 of sec 6, T13S R1W



THE CITY OF

SAN DIEGO

CITY ADMINISTRATION BUILDING • 202 C STREET • SAN DIEGO, CALIF. 92101

*legal
wide*

August 21, 1986

OFFICE OF THE
CITY MANAGER
236-6363

File: Property File C701-9 and
Permits - San Diego Gas &
Electric Co. - Job 918828

San Diego Gas & Electric Company
P.O. Box 1831
San Diego, CA 92112

Attention Mr. J. C. Barnett:

Re: Right of Entry Permit - Portion of the Southwest Quarter of Section 6,
Township 13 South, Range 1 West, S.B.B.&M., Assessor's Parcel 276-010-09

Permission is hereby granted to San Diego Gas & Electric Company, herein-
after referred to as "Permittee," to enter upon the above-referenced City-
owned property, as shown in red on the attached Exhibit "A," upon the
following terms and conditions:

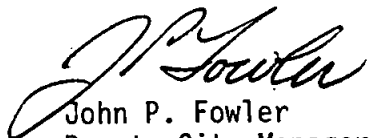
1. Permittee's use of the above-referenced property shall be limited to grading and maintaining a dirt access road to enable Permittee to service and repair its nearby electric transmission lines. Said access road, hereinafter referred to as the "premises," shall be approximately 15 feet wide by 600 feet long and shall be located as shown on the attached Exhibit "A."
2. Consideration for the granting of this permit shall be a \$225 processing fee and Permittee's faithful observance of the terms and conditions of this permit.
3. This permit shall be in effect upon the date of execution hereof by Permittee and shall continue on a month-to-month basis thereafter until terminated pursuant to Section 7 hereinbelow.
4. Permittee agrees to defend, indemnify, protect, and hold City and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Permittee's employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of Permittee and its agents, officers, or employees in performing the work or services herein and all expenses of investigating and defending against same; provided, however, that Permittee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, or employees.

5. All risks in connection with Permittee's use of said premises and any damages to the improvements thereon, thereunder, or in the vicinity thereof shall be borne in full by Permittee.
6. Permittee shall not use the premises in any manner which in the opinion of the City Manager creates a nuisance or disturbs the peace of persons in the surrounding area.
7. This permit is revocable at any time by either party without cause upon 30 days prior written notice to the other party. It is mutually agreed that the City of San Diego shall not be obligated for any loss, financial or otherwise, which may be incurred by Permittee as a result of termination of this permit, and further that Permittee expressly waives any claim for expense or loss which Permittee might incur as a result of termination of this permit.
8. Permittee recognizes and understands that this permit may create a possessory interest subject to property taxation and that the Permittee may be subject to the payment of property taxes levied on such interest. Permittee further agrees that such tax payment shall not reduce any fee paid the City of San Diego hereunder and that such tax shall be paid by the Permittee before becoming delinquent.
9. Permittee shall at its sole cost and expense comply with all the requirements of all municipal, state, and federal authorities now in effect or which may hereafter be in effect, which pertain to the premises.
10. Upon termination of this permit, Permittee shall at its sole cost remove all materials and repair and/or restore the premises to their original condition to the satisfaction of the City Manager.
11. Permittee shall not assign any rights granted by this permit nor any interest therein. Any assignment by operation of law shall automatically terminate this permit.
12. No signs shall be displayed on the premises without the prior written consent of the City Manager.
13. Maintenance of the premises shall be the sole responsibility of the Permittee during the entire term of this permit.
14. Grading and compaction operations shall be done in a such manner that the existing surface drainage pattern will not be disrupted, and the final grades will not interfere with the existing flow pattern.

Please acknowledge your agreement to the foregoing terms and conditions on the enclosed copy of this letter and return it to the Property Department, along with a check for \$225 made payable to the "City Treasurer," within 10 days from receipt hereof.

If you should require additional information or have any questions, please call Paul T. Crawford, Property Agent, at 236-5952..

Very truly yours,


John P. Fowler
Deputy City Manager

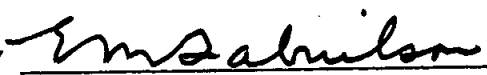
JLS:PTC:baa(1)43

Attachments

cc: County Assessor
Auditor
Financial Management

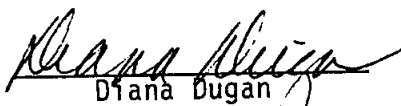
THE ABOVE IS ACKNOWLEDGED AND ACCEPTED THIS 11th DAY OF September, 1986.

SAN DIEGO GAS & ELECTRIC COMPANY

By 

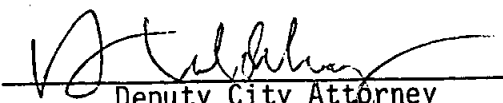
By _____

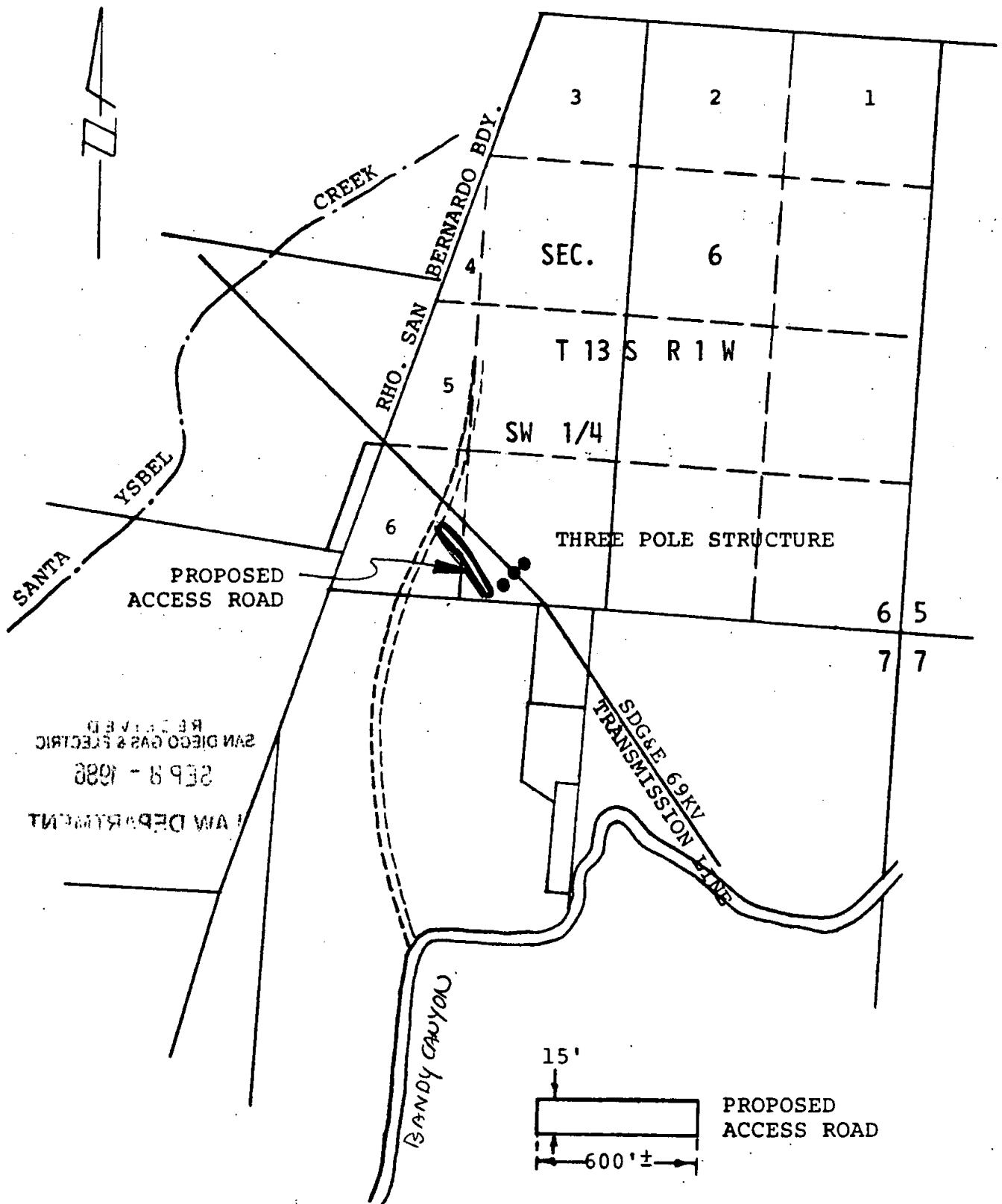
VERIFIED FOR EXEMPTION


Diana Dugan
EQD Deputy Director

APPROVED AS TO FORM AND LEGALITY BY:

JOHN W. WITT, City Attorney

By 
Deputy City Attorney



CONST NO.
MOPAC-

ACTION.
TROS. BRDS.

SAN DIEGO GAS & ELECTRIC SAN DIEGO, CALIFORNIA	DRAWN BY: JCB	OK TO INSTALL:	DRAWING NO.:
	DATE: 1/29/86	R/W OK	
MAINTENANCE ROAD T.L. 689	SCALE: NONE		COORDINATES
	APP'D BY:		

EXHIBIT "A"

RECEIVED
SAN DIEGO GAS & ELECTRIC

SEP 8 - 1986

LAW DEPARTMENT

