

CITY OF SAN DIEGO
M E M O R A N D U M

CITY OF SAN DIEGO	
PROPERTY DEPT.	
☐	DIRECTOR
☐	DEPUTY MANAGER
☒	FILE COPY
☐	CHRON. COPY
☐	ORIGINATOR

DATE: December 26, 1989

TO: Honorable Mayor and Members of the City Council

FROM: Property Director via Maureen A. Stapleton, Deputy City Manager 

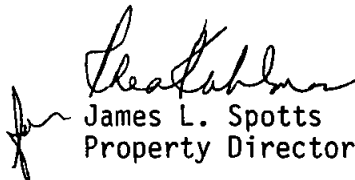
SUBJECT: Short-Term Right of Entry Permit for Property in Council District 1

Pursuant to Council Policy 700-10, Section D.5, a lease with a term of three years or less is a short-term lease which may be transacted by the City Manager without Council approval.

An agreement has been executed with Palomar Enterprises, Inc./Einer Bros., Inc., on the date indicated below for City premises in San Pasqual Valley (Site Code C701WW/117), which is described as follows:

1. Agreement Type: Permit.
2. Purpose: Maintain a barn and corral and use of access road.
3. Term: Month to month.
4. Rent: \$100 per month.
5. Property Size: Approximately 1 acre.
6. Improvements: Barn, corral, fencing.

Remarks: Permit to remain in effect pending a land exchange.


James L. Spotts
Property Director

December 18, 1989
DATE OF LEASE EXECUTION

JLS:WRK:st(43-1)



from

WILLIAM R. KNOWLES

AGRICULTURAL LEASE MANAGER

MEMO

December 15, 1989

Fred Einer:

Re: Right of Entry Permit

Attached for your records is a fully-executed original copy of your Right of Entry permit for the City-owned land in San Pasqual Valley.

Your check for \$425 has been credited to the processing fee of \$225 and rent of \$100 per month for November and December, 1989. You will be invoiced shortly for the rent for January, 1990. Payment is due monthly in advance, on or before the first day of each new month.


Bill

WRK:smo

Attachment

CITY OF SAN DIEGO, CALIFORNIA
MEMORANDUM

BD-503 (Rev. 11-86)

1. FROM (Name and Dept.)

2. DATE

Bill Knowles, Agricultural Lease Mgr. Dec. 6, 1989

3. TO (In order indicated below,
for purpose checked at right):

ACTION	PREPARE REPLY	INFORMATION	INQUIRE & REPORT	WRITTEN COMMENT	SIGNATURE NEEDED	RETURN TO ME	COPY FOR YOU	FILE
					X			
					X			

1. Hal Valderhaug

2. Jim Spotts

3.

4.

5.

4. SUBJECT

Einer Right of Entry Permit

5. COMMENTS

Jim: I set this up on a month-to-month holdover
tenancy-pending-a-land-swap-with-Einer-once
the Park issues are settled. The Permit has
been cleared with Planning.

Bill Knowles

WRK:smo

Attachment

RECEIVED

DEC 12 1989

PROPERTY DIRECTOR



THE CITY OF

SAN DIEGO

CITY ATTORNEY

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

OFFICE OF THE
CITY MANAGER

November 14, 1989

File: Permits - Einer Brothers,
Inc.

Frederick A. Einer, Jr.
Palomar Enterprises, Inc./Einer Brothers, Inc.
P. O. Box 936
Escondido, CA 92025

Dear Mr. Einer:

Re: Right of Entry Permit - City-owned Property in San Pasqual Valley

Permission is hereby granted to Palomar Enterprises, Inc./Einer Brothers, Inc., hereinafter 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 property shall be limited to maintaining a barn and corral presently installed on City land and the use of the access road leading to the valley floor which is also on City property.
2. Consideration for the granting of this permit shall be Twelve Hundred Dollars (\$1,200) per year payable monthly in advance at the rate of \$100 per month.
3. This permit shall be in effect on a month-to-month basis beginning November 1, 1989.
4. Permittee certifies that a policy of public liability and property damage insurance in which "The City of San Diego" is named as an additional insured has been secured in an amount not less than \$1 million combined single limit liability, and said policy shall be kept in force for the duration of this permit. A certificate of said insurance shall be filed with the City Property Department upon execution of this permit.
5. 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

~~DUPLICATE~~ ORIGINAL

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.

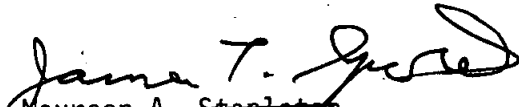
6. All risks in connection with Permittee's use of said property and any damages to the improvements thereon, thereunder, or in the vicinity thereof shall be borne in full by Permittee.
7. Permittee shall not use the premises in any manner which in the opinion of the City Manager creates a nuisance or disturbs the peace of persons in the surrounding area.
8. This permit is revocable at any time by City upon 30 days written notice to Permittee. 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.
9. 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.
10. 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 above-referenced City-owned property.
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. Permittee shall not remove any native trees or shrubs from the premises.

15. Permittee agrees that no additional planting or other improvements shall be made on the property without prior written approval of the City Manager.

Please acknowledge your agreement to the foregoing terms and conditions on the enclosed copy of this letter and return it to the Property Department, together with your insurance certificate, within 10 days from receipt hereof.

If you should require additional information or have any questions, please call Bill Knowles, Agricultural Lease Manager, at 236-5548.

Very truly yours,


Maureen A. Stapleton
~~Deputy City Manager~~
Property Director

JLS:WRK:st(62-2)

Attachments

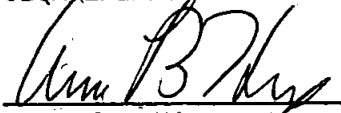
cc: County Assessor
Auditor
Lease Billing Supervisor

THE ABOVE IS ACKNOWLEDGED AND ACCEPTED THIS 28 DAY OF Nov., 1989.

PALOMAR ENTERPRISES, INC./EINER
ENTERPRISES, INC.

By: 
Frederick A. Einer, Jr.

CEQA EXEMPT PER SECTION 15301


Ann Hix
Environmental Analysis
Section

APPROVED AS TO FORM AND LEGALITY BY:

JOHN W. WITT, City Attorney

By: 
Deputy City Attorney

SAN PABLO VALLEY

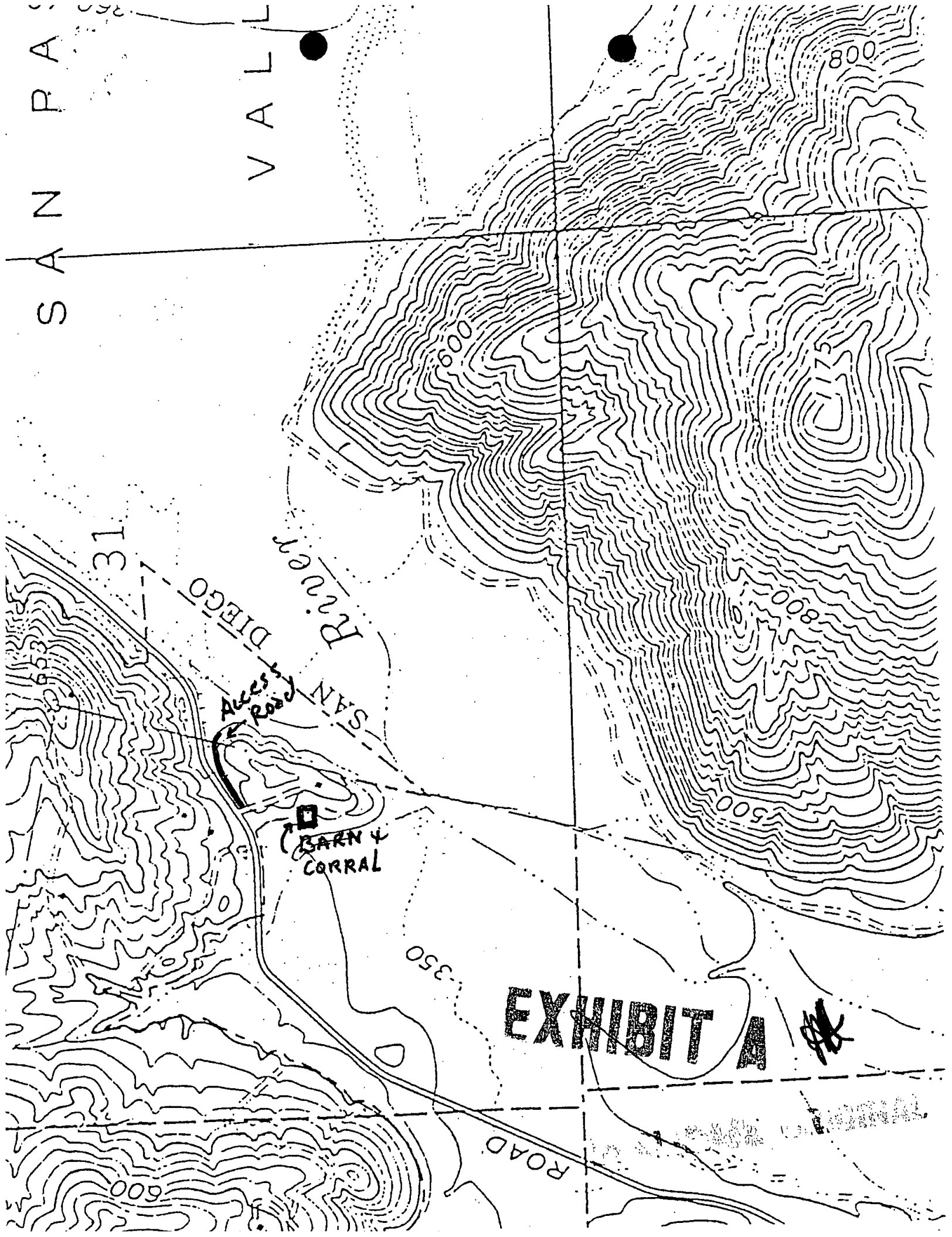


EXHIBIT A