

**CITY OF SAN DIEGO
RIGHT OF ENTRY PERMIT**

THIS RIGHT OF ENTRY PERMIT ("Permit") is executed by and between the CITY OF SAN DIEGO, a municipal corporation ("City"), and LYLE SONGER, ("Permittee").

1. Right to Enter. City hereby grants permission to Permittee and its authorized agents to enter upon City-owned property as specifically set forth on the attached Exhibits "A" ("Permit Area"), incorporated by this reference. Permission to enter the Permit Area is conditioned upon the terms set forth below.
2. Use of Permit Area. Permittee shall have non-exclusive use of the Permit Area for the purpose of a residence, for livestock, for cultivation and storage of grain and for other related agricultural uses. Any other use must first be approved in writing by the Mayor, be consistent with the San Pasqual Vision Plan, and for no other purpose whatsoever. Permittee shall be responsible for obtaining all permits necessary for the approved use.
3. Permit Fee. None; \$600 permit fee waived. Permittee shall fence to exclude Cloverdale Creek from the Permit Area. Permittee shall re-roof two story dwelling.
4. Rent. \$17,800 per year, invoiced monthly in advance at \$1,483 per month. Rent will commence November 1, 2006. This is \$200 per acre per year for approximately 89 acres.
5. Effective Date. This Permit shall be effective beginning May 1, 2006 ("Effective Date") and shall expire on April 30, 2009, or upon execution of a lease agreement, whichever comes first.
6. Insurance. Prior to approval of this Permit by City, Permittee shall deliver to City a certificate of insurance for public liability and property damage in which "The City of San Diego, its elected officials, officers, representatives, agents and employees" are named as additional insured, in an amount of not less than two million dollars (\$2,000,000) combined single limit liability with an occurrence claims form. The policy shall be kept in force for the duration of this Permit.
7. Hold Harmless. Permittee agrees to defend, indemnify, protect, and hold City, its elected officials, officers, representatives, agents 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, invitees, guests, agents, or officers, which arise out of or are in any manner directly or indirectly connected with the grant of this Permit to the Permittee, the development or operation of the Permit Area or the work and operations to be performed under this Permit, 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 active negligence, sole negligence, or sole willful misconduct of City, its elected officials, officers, representatives, agents, and employees.

8. No Discrimination. Permittee shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status or physical disability in Permittee's use of the Permit Area, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.
9. Permittee's Risk. All risks in connection with Permittee's use of the Permit Area and any damages to the improvements thereon, thereunder or in the vicinity thereof shall be borne in full by Permittee.
10. Nuisance. Permittee shall not use the Permit Area in any manner which, in the opinion of the Mayor, creates a nuisance or disturbs the quiet enjoyment of persons in the surrounding area.
11. Revocable Permit. This Permit is not a lease. It is a license to use City property, revocable at any time by City with 60 days written notice. It is mutually agreed that City 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. City shall have and maintain the right at all times to enter upon the Permit Area in City's sole discretion.
12. Possessory Interest Tax. Permittee recognizes and understands that this Permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on such interest. Such tax payment shall not reduce any fee paid City under this Permit. Permittee shall pay any tax or assessment before it becomes delinquent.
13. Compliance with Laws. 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 Permit Area.
14. Restoration. Permittee shall, upon termination and at his sole cost, remove all materials from the Permit Area including any hazardous or toxic waste remediation, to the satisfaction of the Mayor.
15. No Assignment. Permittee shall not assign any rights granted by this Permit nor any interest therein without the prior written approval of the Mayor. Approval of any such proposed assignment may be withheld in the sole and absolute discretion of the Mayor. Any assignment by operation of law shall automatically terminate this Permit.
16. Signs. No signs shall be displayed on the Permit Area without the prior written consent of the Mayor.

17. Encumbrances. Permittee shall keep the Permit Area free from all encumbrances and liens of any nature during the term of this Permit. Permittee shall defend, hold harmless and indemnify City from and against any and all such encumbrances and/or liens and from and against any claim, liability, cost or expense (including all costs and attorney fees), which may be filed or instituted against the Permit Area (including without limitation Permittee's failure or the failure of any contractor or subcontractor hired by Permittee) to pay any person or persons referred to in Section 3181 of the California Civil Code or other applicable sections.
18. Maintenance of the Permit Area. Permittee shall be solely responsible for maintaining the Permit Area in a decent, safe, healthy and sanitary condition at all times during the entire term of this Permit to the satisfaction of the Mayor or designee. Permittee shall employ Best Management Practices and Storm Water Prevention Plan as it applies to the approved uses per Item 2. Permittee shall fence the Cloverdale Creek area as depicted on Exhibit "B". Fencing to delete the Cloverdale Creek area from the Permit Area shall be completed within 90 days of the commencement date of this permit. Permittee shall maintain fence boundary and shall keep livestock out of Cloverdale Creek area. Permittee shall re-roof two story dwelling in Permit Area within 180 days or Commencement Date of this Permit. Permittee shall be responsible for the maintenance and repair of all improvements in or servicing the permit area including water wells.
19. Waiver. The failure of City to insist upon strict performance by Permittee of any condition of this Permit, in one or more instances, shall not be construed as a waiver of any such condition, and the same shall remain in full force and effect.
20. Oral Representations. This Permit contains the complete expression of the agreement between the parties, and there are no promises, representations, agreements, warranties or inducements, either expressed orally or implied, except as set forth herein. The conditions hereof cannot be changed in any respect except by written agreement between the parties.
21. Governmental Approvals. By the granting of this Permit, neither City nor the Council of City is obligating itself to any other governmental agent, board, commission or agency with regard to any other discretionary action relating to development or operation of the Permit Area. Discretionary action includes but is not limited to rezonings, variances, environmental clearances or any other governmental agency approvals which may be required for the development and operation of the Permit Area.
22. Delinquent Rent. If LESSEE fails to pay the rent when due, LESSEE will pay, in addition to the unpaid rents, five percent (5%) of the delinquent rent. If the rent is still unpaid at the end of fifteen (15) days, LESSEE shall pay an additional five percent (5%) [being a total of ten percent (10%)], which is hereby mutually agreed by the parties hereto to be appropriate to compensate CITY for loss resulting from rental delinquency, including lost interest, opportunities, legal costs, and the cost of servicing the delinquent account.

Notwithstanding the foregoing, in no event shall the charge for late payments of rent be less than twenty-five dollars (\$25).

IN WITNESS WHEREOF, this Right of Entry Permit is executed by City, acting by and through its Mayor, and by Permittee, acting by and through its lawfully authorized officers.

THE CITY OF SAN DIEGO

Date: 4/13/06

By: [Signature]
James T. Waring, Deputy Chief
Land Use and Economic Development

PERMITTEE

Date: 4-6-06

By: [Signature]
Lyle Songer, Permittee

Date: 4/6/06

By: [Signature]
Kody Songer, Permittee

This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Section 15301.

ENVIRONMENTAL ANALYSIS SECTION
ENVIRONMENTAL CLEARANCE:

Date: _____

By: _____

APPROVED AS TO FORM AND LEGALITY:

MICHAEL AGUIRRE, City Attorney

Date: 4-18-06

By: [Signature]
Deputy City Attorney
Brock Ladewig

DM/cj

4/6/06

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IN WITNESS WHEREOF, this Right of Entry Permit is executed by City, acting by and through its City Manager, and by Permittee, acting by and through its lawfully authorized officers.

THE CITY OF SAN DIEGO

Date: _____

By: _____
Jack D. Farris, Deputy Director

Date: _____

By: _____
Lyle Songer, Permittee

This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Section 15301.

ENVIRONMENTAL ANALYSIS SECTION
ENVIRONMENTAL CLEARANCE:

Date: 1/29/06

By: _____

APPROVED AS TO FORM AND LEGALITY:

MICHAEL AGUIRRE, City Attorney

Date: _____

By: _____
Deputy City Attorney

DCM

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10/25/05

EXHIBIT "A" - PERMIT AREA

EXHIBIT A

 Songer
Leasehold
Boundary

88.762
acres



1:5014

Vicinity Map



SanGIS
We Have San Diego Covered

03/09/04