



THE CITY OF SAN DIEGO

June 15, 2006

Dear Lessees:

Effective immediately please make a correction to the General Provisions section of your lease outline with the City of San Diego.

Under the NOTICES section there is a paragraph informing lessees where to mail any written notices. This needs to be changed to the following address:

City of San Diego
Real Estate Assets Department
Attention: Real Estate Assets Director
1200 Third Avenue, Suite 1700 (M. S. 51A)
San Diego, CA 92101-9586

Sincerely,

James Barwick
Real Estate Assets Director

KC/cj

IAWPO2006L-LESSEES.doc



Real Estate Assets

1200 Third Avenue, Suite 1700, MS 51A • San Diego, CA 92101-4199
Tel (619) 236-6020 Fax (619) 236-6706

COPY



THE CITY OF

SAN DIEGO

PROPERTY DEPARTMENT, MAIL STATION 51-A

CIVIC CENTER PLAZA, 1200 THIRD AVENUE, SUITE 1700

SAN DIEGO, CALIFORNIA 92101-4199 TELEPHONE: (619) 236-6020

FAX: (619) 236-6706

January 5, 1994

Files: Property File - E901-1
Permit File - PacTel Cellular

PacTel Cellular
5355 Mira Sorrento Place, Suite 500
San Diego, CA 92121

Attention Kathie Wagner

Re: Non-exclusive Right of Entry Permit - Mt. Woodson Access Road

The City of San Diego ("City") hereby grants permission to PacTel Cellular ("Permittee") to enter upon the above-referenced City-owned property ("permit area"), as delineated on the attached Exhibit "A," upon the following terms and conditions:

1. Permittee's use of the permit area shall be limited to access to and from Permittee's communication site located northwest of the permit area.
2. Consideration to City for granting this permit shall be the value of public services received.
3. This permit shall be in effect 25 years, commencing on the date of execution by the City of San Diego.
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 of not less than \$1 million combined single limit liability with an occurrence claims form and that 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 the City, 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, invitees, guests, agents, or officers, which arise out of or are in any manner directly or indirectly connected with the development or operation of the permit area by the Permittee, its agents, officers or employees, or the work to be performed under this agreement, and all expenses of investigating and defending against same; provided, however, that Permittee's duty to indemnify and hold harmless shall

DOCUMENT NO. PL-283677

FILED APR 11 1994
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA



DIVERSITY
BRINGS US ALL TOGETHER

not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of the City, its agents, officers, or employees.

6. Permittee agrees not to 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.
7. All risks in connection with Permittee's use of the permit area and any damages caused by Permittee or its agents, officers, or employees to the improvements thereon, thereunder, or in the vicinity thereof shall be borne in full by Permittee.
8. Permittee shall not use the permit area in any manner which, in the opinion of the City Manager, creates a nuisance or disturbs the quiet enjoyment of persons in the surrounding area; provided that the City agrees that Permittee's use of the road in the permit area shall not be deemed to be a nuisance or to disturb such quiet enjoyment.
9. This permit is revocable by the City only if Permittee violates the terms and conditions of this Permit. Such revocation shall take effect sixty (60) days after Permittee is notified in writing of the technical reason for the violation and if Permittee (i) has not effected a cure or (ii) is not then pursuing a cure and does not effect such cure within a reasonable time thereafter. 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 any authorized termination of this permit, and, further, that Permittee expressly waives any claim for expense or loss which Permittee might incur as a result of any authorized termination of this permit.
10. 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. 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 Permittee before becoming delinquent.
11. 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, including but not limited to the Federal Endangered Species Act.
12. Permittee shall not assign any rights granted by this permit nor any interest therein without the prior written approval of the City Manager. Approval of any such proposed assignment may be withheld in

the sole and absolute discretion of the City Manager.

13. No signs shall be displayed on the permit area without the prior written consent of the City Manager.
14. In exercising this non-exclusive right to use that portion of the access road which serves Mt. Woodson, Permittee shall observe the following terms and conditions:
 - (a) Permittee shall exercise said right through its authorized agents, employees, or servants whenever it is necessary for them to have access to Permittee's facilities, now or hereafter located on Mt. Woodson.
 - (b) Permittee shall use said road at its sole risk and avoid travelling upon it to the greatest practical extent at all times when weather conditions are such that excessive damage to the road surface may result from such use, and further, Permittee shall at its expense, promptly repair any abnormal or excessive road damage caused by its use, including such road surface protective features as water drains, berms, or culverts.
15. This activity is a Class I project categorically exempt from CEQA pursuant to State CEQA Guidelines, Section 15301.

Please acknowledge your agreement to the foregoing terms and conditions on the enclosed copy of this letter and return it to the City Property Department, together with your insurance certificate and check for \$360 made payable to the "City Treasurer," within 10 days from receipt hereof.

If you should require additional information or have any questions, please call Martin Mumert, Property Agent, at 236-6727.

Yours truly yours,

Robert J. Collins 4/26/94

Robert J. Collins, Deputy Director
Property Management Services

RJC:MLM:rc(1)

cc: County Assessor
Auditor
Financial Management

THE ABOVE IS ACKNOWLEDGED AND ACCEPTED THIS 12th DAY OF JANUARY, 1994

PacTel Cellular

By *Kenneth S. Bell*
Kenneth S. Bell,
Vice President & General Manager
San Diego & Imperial Counties

*Approved as to Form
ECG 1/11/94
H. W. WITT*

By *R. P. Downes*
Roger P. Downes,
Assistant Secretary

EAS CLEARANCE VERIFIED

John W. Witt
EAS Planner

APPROVED AS TO FORM AND LEGALITY BY:

JOHN W. WITT, City Attorney

By *W. W. W. W.*
Chief Deputy City Attorney

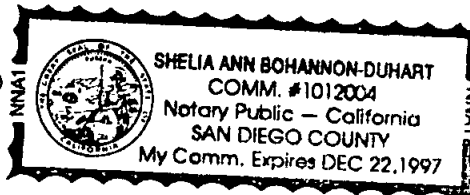
STATE OF CALIFORNIA)
COUNTY OF SAN Diego) ss.

On 4/26/94, before me, Shelia A. Bohannon-Duhart,
Notary Public in and for said State, personally appeared Robert J. Collins, personally
known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument and acknowledged to me that ~~she~~/he executed the same in ~~her~~/his
authorized capacity, and that by his signature on the instrument, the entity upon behalf of which
the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Shelia A. Bohannon-Duhart (Seal)
Notary Public In and For Said County and State



STATE OF CALIFORNIA)
COUNTY OF San Diego) ss.

On January 13, 1994, before me, Toni Marie Smith,
personally appeared KENNETH S. BELL, personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized capacity, and that by his signature
on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Toni Marie Smith (Seal)



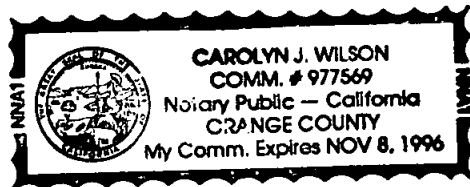
STATE OF CALIFORNIA)
COUNTY OF Orange) ss.

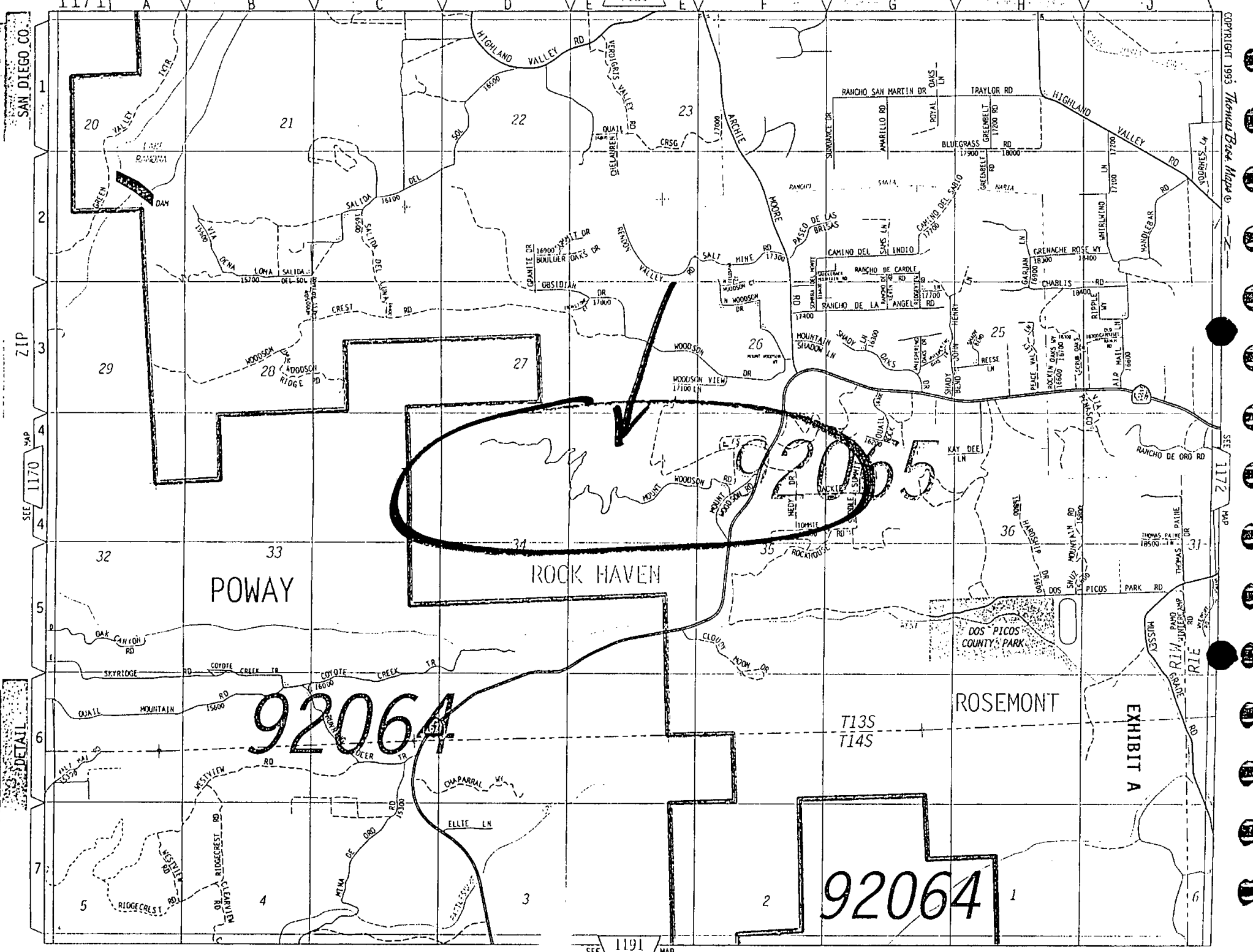
On JANUARY 17, 1994, before me, Carolyn J. Wilson,
personally appeared ROGER P. DOWNES, personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized capacity, and that by his signature
on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Carolyn J. Wilson (Seal)





SAN DIEGO CO.
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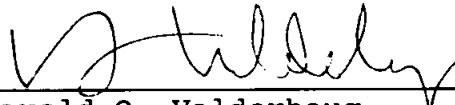
RESOLUTION NUMBER R- 283677

ADOPTED ON APR 11 1994

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager or his designee, is hereby authorized and empowered to execute, for and on behalf of The City of San Diego, a twenty-five (25) year right of entry permit with PACTEL CELLULAR, for the use of the City-owned portion of Mount Woodson access road to and from Permittee's communication site, as more particularly described in the right of entry permit on file in the office of the City Clerk as Document No. RR- 283677.

APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Chief Deputy City Attorney

HOV:ps
03/17/94
Job:221587
Or.Dept:REA.
R-94-1385

Passed and adopted by the Council of the City of San Diego on APR 11 1994 by the following vote:

YEAS: MATHIS, ROBERTS, KEHOE, STEVENS, WARDEN, STALLINGS, MCCARTY, VARGAS,

MAYOR GOLDING

NAYS: NONE.

NOT PRESENT: NONE.

AUTHENTICATED BY:

SUSAN GOLDING

Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By: MARY CEPEDA

Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION
No. R- 283677, passed and adopted by the Council of The City of San Diego, California
on APR 11 1994.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By: Mary Cepeda Deputy

Mumert
51-A
(R-94-1385)

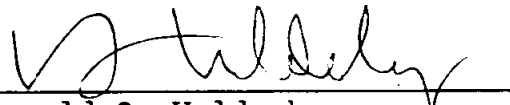
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APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Chief Deputy City Attorney

HOV:ps
03/17/94
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