



COPY

THE CITY OF SAN DIEGO

October 6, 2000

Files: Property File - E901-1
Permit File - City of Poway/02
Job: 220250

City of Poway
P.O. Box 789
Poway, CA 92074

Attention: Daniel W. Cannon, Maintenance Operations Manager

Reference: Right of Entry Permit - Portion of North half of Section 34, Township 13 South,
Range 1 West, S.B.B.&M.; Assessors Parcel 278-211-01

The City of San Diego ("City") hereby grants permission to the City of Poway ("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 maintenance and operation of a public hiking and equestrian trail, approximately one mile long and 6 to 8 feet wide, in the general location shown on the attached Exhibit "A." Said activities shall be performed at no expense to City.
2. Consideration to City for granting this Permit shall be a \$360 non-refundable processing fee and additional consideration for granting this Permit shall be Permittee's faithful observance of the terms and conditions of this Permit.
3. This Permit shall be in effect upon execution hereof by City and Permittee and shall expire 10 years thereafter.
4. Permittee represents, and the City of San Diego acknowledges, that Permittee is self-insured against public liability and property damage claims.
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 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

DOCUMENT NO. RR-294461

FILED JAN 22 2001

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA



Real Estate Assets

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

liability arising from the 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 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.
9. This Permit is revocable at any time by the City. It is mutually agreed that the 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.
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.
12. Upon expiration or earlier termination of this Permit, Permittee shall at its sole cost remove all materials and repair and/or restore the Permit Area to its original condition, including any hazardous or toxic waste remediation, to the satisfaction of the City Manager.
13. 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

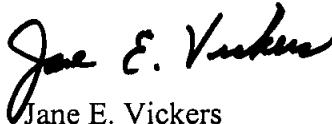
Manager. Any assignment by operation of law shall automatically terminate this Permit.

14. No signs unrelated to trail use shall be displayed on the Permit Area without the prior written consent of the City Manager.
15. Maintenance of the Permit Area shall be the sole responsibility of Permittee during the entire term of this Permit.
16. This activity is 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 Real Estate Assets Department, together with a 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 Chris Hargett, Property Agent, at (619) 236-6766.

Very truly yours,



Jane E. Vickers
Deputy Director
Real Estate Assets Department

Date: 10/6/00

JEV/CEH/jmj

Attachments

cc: County Assessor ✓
Auditor ✓

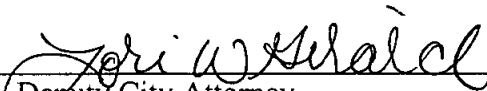
THE ABOVE IS ACKNOWLEDGED AND ACCEPTED THIS ____ DAY OF
JAN 8 8 2001, 2000.

CITY OF POWAY

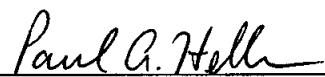
By 
By _____

APPROVED AS TO FORM AND LEGALITY

CASEY GWINN, City Attorney

By 
Deputy City Attorney

ENVIRONMENTAL ANALYSIS SECTION
ENVIRONMENTAL CLEARANCE:

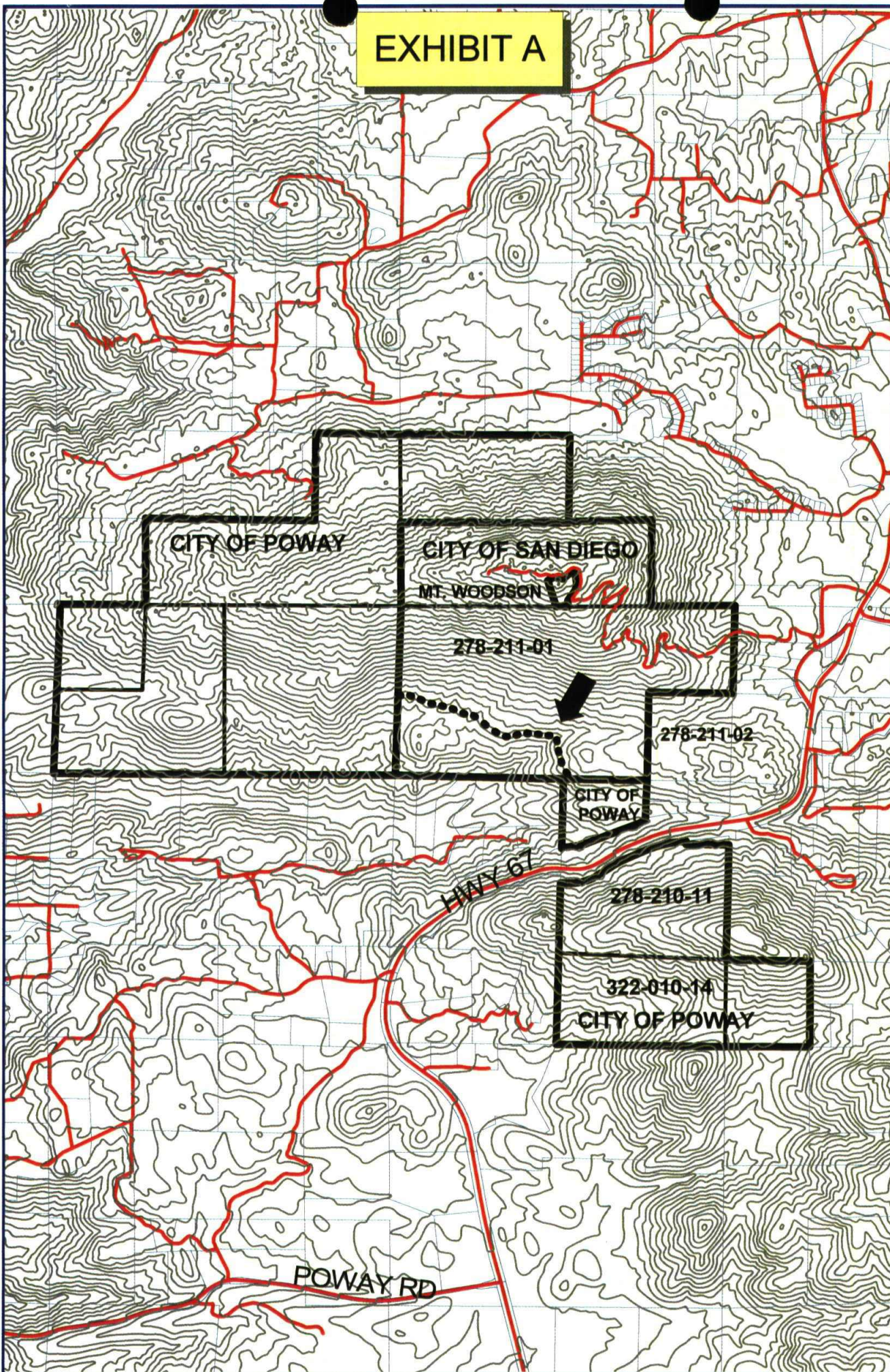
By 

R-294461

EXHIBIT A

Legend

- 40 Foot Contours
- Roads
- City of San Diego
- City of Poway



1:1800

Vicinity Map



Thomas Bro.
Page 1171, D5

Plot Date: 11/6/00

RESOLUTION NUMBER R- 294461

ADOPTED ON JAN 22 2001

WHEREAS, as part of its park and recreation program, the City of Poway operates and maintains an extensive trail system in and around Poway, including the Mount Woodson Trail [Trail]; and

WHEREAS, the Trail is approximately five miles long, six to eight feet wide, is constructed of native soils and materials, and intersects property owned by the City of San Diego; and

WHEREAS, in 1984, the City Manager of the City of San Diego issued the City of Poway a permit to construct, operate, and maintain the Trail across approximately one mile of City of San Diego-owned property [Permit]; and

WHEREAS, the Trail is open to the public free of charge and the City of San Diego bears no expense for the Trail; and

WHEREAS, the Permit has expired, and Poway desires to renew the Permit for a ten-year period; NOW, THEREFORE,

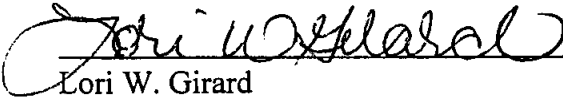
BE IT RESOLVED, by the Council of the City of San Diego, that the City Manager be and he is hereby authorized and empowered to execute, for and on behalf of the City, a ten-year Right-of-Entry Permit with the City of Poway for the operation and maintenance of a hiking/equestrian trail across a portion of City of San Diego-owned property on Mount

Woodson, under the terms and conditions set forth in the permit on file in the office of the City

Clerk as Document No. RR- 294461.

APPROVED: CASEY GWINN, City Attorney

By



Lori W. Girard

Deputy City Attorney

LWG:cdk

01/09/01

Aud.Cert:N/A

Or.Dept:REA

R-2001-1014

Form=auagr.frm

Passed and adopted by the Council of San Diego on January 22, 2001 by the following vote:

YEAS: PETERS, WEAR, ATKINS, STEVENS, MAIENSCHIN, STALLINGS, MADAFFER, MAYOR MURPHY.

NAYS: NONE

NOT PRESENT: _____

VACANT: DISTRICT 8

AUTHENTICATED BY:

DICK MURPHY

Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

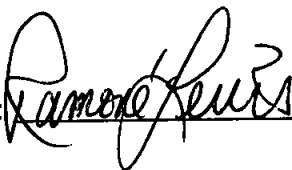
By: Ramone Lewis, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
RESOLUTION NO. R- 294461, passed and adopted by the Council of The City of San
Diego, California on January 22, 2001.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By: , Deputy



THE CITY OF SAN DIEGO

February 23, 1998

CERTIFIED MAIL
P 201 182 818

RECEIVED
MAR 09 1998
REAL ESTATE ASSETS

Daniel W. Cannon
Landscape Facilities Manager
City of Poway
P.O. Box 789
Poway, CA 92064

Dear Mr. Cannon:

Re: Right of Entry Permit - Portion of North Half of Section 34, Township 13 South,
Range 1 West, S.B.B. & M.; Assessor's Parcel 278-211-01, Document RR269733

We are in the process of preparing a new lease agreement with the City of Poway for
the above location.

Your permit expired on September 30, 1997. We are placing your agreement on
holdover retroactive to that date, pending negotiations and Council approval of the new
permit. It is understood and agreed that all terms and conditions as set out in the
original agreement shall remain in full force and effect throughout the holdover.

Please sign, date, and return the original copy of this letter to the above address,
attention Connie M. Romero, Property Agent. For further information on this matter,
you may call Mrs. Romero at 236-6191.

Sincerely,

JANE E. VICKERS, Deputy Director
Real Estate Assets Department

CMR:csn

cc: Norma V. Arroyo, Lease Billing Supervisor

I:\WPO\1998\ROMERO\IL-CANNON



Real Estate Assets

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

Daniel W. Cannon
February 23, 1998
Page 2

THE ABOVE IS ACKNOWLEDGED AND ACCEPTED THIS 2nd DAY OF March, 1998.

SIGNED: James L Bowles
DATE: March 2, 1998



THE CITY OF

SAN DIEGO

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

COPY

OFFICE OF THE
CITY MANAGER
236-6363

August 3, 1987

Files: Property File - E901-1
Permit File - City of Poway/02

City of Poway
P.O. Box 789
Poway, CA 92064

Attention Daniel W. Cannon, Park and Landscape Manager

Gentlemen:

Re: Right of Entry Permit - Portion of North Half of Section 34, Township 13
South, Range 1 West, S.B.B.&M.; Assessor's Parcel 278-211-01

The City of San Diego hereby grants permission to the City of Poway ("Permittee") to enter upon the above-referenced property owned by the City of San Diego ("premises") upon the following terms and conditions:

1. Permittee's use of the premises shall be limited to construction, maintenance, and operation of a public hiking and equestrian trail, approximately one mile long and 6 to 8 feet wide, in the general location shown on the attached Exhibit "A." Said activities shall be performed at no expense to the City of San Diego.
2. Consideration to the City of San Diego for granting this permit shall be Permittee's faithful observance of the terms and conditions of this permit.
3. This permit shall be in effect on October 1, 1987 and shall expire 10 years thereafter.
4. The City of San Diego acknowledges that Permittee is self-insured against public liability and property damage claims.
5. Permittee agrees to defend, indemnify, protect, and hold the City of San Diego 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 of San Diego, its agents, officers, or employees.

FILED
DOCUMENT NO. 269733
NOV 16 1987
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

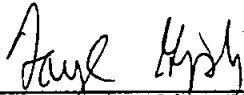
indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City of San Diego, its agents, officers, or employees.

6. All risks in connection with Permittee's use of the premises 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 of San Diego, creates a nuisance or disturbs the peace of persons in the surrounding area.
8. This permit is revocable at any time by the City of San Diego. 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 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.
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 premises.
11. Upon expiration or earlier 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 of San Diego.
12. 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.
13. No signs unrelated to trail use shall be displayed on the premises without the prior written consent of the City of San Diego.
14. Maintenance of the premises shall be the sole responsibility of Permittee during the entire term of this permit.

Please acknowledge your agreement to the foregoing terms and conditions by executing three copies of this permit and returning them to the City of San Diego Property Department for further handling.

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

Very truly yours,


Assistant to the City Manager
City of San Diego

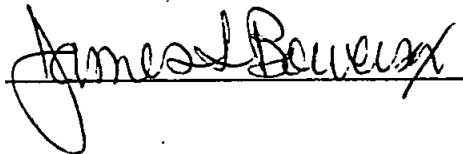
JLS:PTC:baa(2)43

Attachments

cc: County Assessor
Auditor
Financial Management

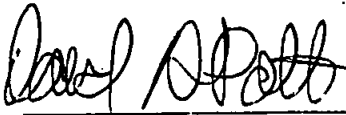
THE ABOVE IS ACKNOWLEDGED AND ACCEPTED THIS 16th DAY OF September, 1987.

CITY OF POWAY

By 

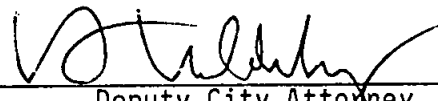
By _____

CEQA EXEMPTION VERIFIED.


David A. Potter
EQD Deputy Director

APPROVED AS TO FORM AND LEGALITY BY:

JOHN W. WITT, City Attorney

By 
Deputy City Attorney

Prop
51A
JH

(R-88-925)

RESOLUTION NUMBER R- 269733

ADOPTED ON NOV 16 1987

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is hereby authorized and empowered to execute, for and on behalf of The City of San Diego, a 10-year permit agreement with the CITY OF POWAY, which permit will allow that city to continue to operate and maintain a hiking/equestrian trail across a portion of City of San Diego-owned Mount Woodson, under the terms and conditions set forth in that permit agreement on file in the office of the City Clerk as Document No.

RR- 269733.

APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Deputy City Attorney

HOV:ps
11/03/87
Or.Dept:Prop.
Job:219421
R-88-925
Form=r.none

Return to:

City Clerk

202 "C" Street

San Diego, CA

1574

ORIGINAL

NO DOCUMENTARY TAX DUE
B & T 11922 (amended)

STATE OF CALIFORNIA

Presented for record by the City
of San Diego.

TAX ROLL PARCEL NO.
270 - 211 - 01

QUITCLAIM DEED

Pursuant to the provisions of Chapter 758, Statutes of 1975, the State of California, through its duly appointed, qualified and acting Director of General Services, hereby quitclaims to the City of San Diego, all of its right, title and interest in and to the following described property in the County of San Diego:

The South Half of the Southwest Quarter, and the Southwest Quarter of the Southeast Quarter of Section 27 and the Northwest Quarter, the West Half of the Northeast Quarter, and the Northeast Quarter of the Northeast Quarter of Section 34, Township 13 South, Range 1 West, San Bernardino Meridian, as shown on the Official United States Plat of Survey of said township approved November 19, 1820.

EXCEPTING unto the State of California, all oil, gas, oil shale, coal, phosphate, sodium, gold, silver and all other mineral deposits.

ALSO EXCEPTING THEREFROM, a portion of Section 27, T.13S., R.1W., S.B.B. & M., according to the U.S. Government Survey, in the County of San Diego, State of California, described as follows:

Beginning at the south quarter corner of said Section 27 from which the U.S.C. & G.S. Station "Woodson 1932," having grid coordinates $X = 1,779,325.15$, $Y = 307,106.00$ of California Coordinate System, Zone 6, bear N. $23^{\circ} 43' 31''$ W. 406.11 feet and running thence from said point of beginning N. $0^{\circ} 32' 30''$ W. 85.24 feet; thence N. $36^{\circ} 59' 35''$ E. 219.59 feet; thence N. $9^{\circ} 04' 30''$ E. 111.20 feet; thence N. $5^{\circ} 55' 20''$ W. 153.16 feet; thence N. $73^{\circ} 23' 40''$ W. 90.46 feet; thence S. $49^{\circ} 22' 40''$ W. 165.50 feet; thence N. $83^{\circ} 31' 50''$ W. 157.74 feet; thence S. $60^{\circ} 55' 00''$ W. 100.00 feet to a point on a line between two 2' iron pipes with tags marked RCE 6371; thence along said line S. $19^{\circ} 50' 00''$ E. 53.15 feet to one of said 2' iron pipes; thence continuing S. $19^{\circ} 50' 00''$ E. 376.42' to the south line of Section 27; thence along said south line N. $89^{\circ} 27' 30''$ E. 179.55 feet to the point of beginning. Containing 3.78 acres more or less.

Together with the right of ingress and egress thereto over and along an existing road, or its future relocation, running easterly through portions of Sections 27, 34, and 35 to the existing location of the old Ramona-Poway Road.

The bearings and distances in this description are on the California Coordinate System, Zone 6. Grid North bears $0^{\circ} 23' 44''$ West of Geodetic North. Multiply distances by 1.0001422 to obtain ground level distances.

1875

This deed is subject to the express condition subsequent that the land conveyed herein shall revert to the State of California if the use changes to a use not consistent with open space purposes during the period of twenty-five (25) years from the date hereof.

Grantee agrees that the land conveyed herein shall be developed within a period of ten (10) years from the date hereof, according to the "Land Use Master Plan for The Mount Woodson Open Space Preserve and Communications Complex", as approved by the State Director of Parks and Recreation on August 18, 1977.

IN WITNESS WHEREOF, the State of California has caused this Quitclaim Deed to be executed this ~~25th~~ day of September, 1977.

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
David E. Janssen, Director

By

Robert K. McCue

ROBERT K. McCUE
Chief Land Agent

APPROVED:

STATE PUBLIC WORKS BOARD

Thomas F. Shesman
Administrative Secretary

This is to certify that the interest in real property conveyed by this instrument to the City of San Diego, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of San Diego, pursuant to authority conferred by Resolution No. 198686, adopted by the Council of the City of San Diego on December 18, 1969, and the grantee consents to recordation thereof by its duly authorized officer.

Dated 11/13/78

By *[Signature]*
ASSISTANT TO THE CITY MANAGER

AFTER RECORDING, MAIL TO CITY CLERK

1672

RESOLUTION NO. 220120

(F-73-1118)

Adopted on JAN 18 1978

BE IT RESOLVED, by the Council of The City of San Diego as follows:

That the acceptance by the City Manager of that Quitclaim Deed of THE STATE OF CALIFORNIA, recorded in favor of The City of San Diego, bearing date of September 26, 1977, quitclaiming to said City all of its right, title and interest in and to all that property known as a portion of Sections 27 and 34, T.13S., R.1W., S.B.B.M., as more particularly described in said deed, be, and the same is hereby approved.

That the City Clerk of said City be, and he is hereby authorized and directed to deliver said deed to the Property Department for further handling.

APPROVED: JOHN W. WITT, City Attorney

By Harold O. Valderhaug
Harold O. Valderhaug, Deputy

HOV:dm
1-3-78
Cr. Dept.: Property
Job: 13101

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO

DATE:
November 8, 1977

SUBJECT:
Mt. Woodson Land Acquisition

BACKGROUND: (DOUBLE SPACE)

On February 16, 1977 the Council adopted Resolution 217736 authorizing the City Manager to negotiate an offer to purchase the 395 acre Mt. Woodson site from the State of California. The Resolution also authorized the expenditure of \$175,000 for the purchase of the site. The City has prepared and the State Park and Recreation Department has accepted a land use master plan for the site. With the acceptance of this master plan the State is granting the site to the City at a discount price of \$125,750. This is one-half the price offered by the high bidder to the State's prospectus.

According to the approved master plan, 331 acres will be limited to open space preserve and the remaining 15 acres are to be used for communication purposes that serve the public either directly or indirectly. 2.6 acres of the 15 acres are presently leased for communication purposes.

FISCAL IMPACT: Funds were authorized by Resolution No. 217736, transferring \$175,000 from the unallocated reserve CIP 90-245.2 to Capital Outlay Fund 245, CIP 39-021.

APPROVED (DEPUTY CITY MGR./DEPT. HEAD/AUTHOR INITIALS)

FULLER/MACFARLANE/GLENN

JOB 13101

SIGNATURES

ORIGINATING DEPT. HEAD

CITY MANAGER
(FOR MANAGERIAL DEPARTMENTS ONLY)

11/10/77

11/10/77