



THE CITY OF

SAN DIEGO

REAL ESTATE ASSETS 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

RECEIVED

MAY 22 1995

REALESTATEASSETS

November 15, 1994

Files: Property File - G608-1
Permit File - State of CA/Caltrans/05

Gerard Seubert
State of California
Department of Transportation
District 11
P.O. Box 85406
San Diego, CA 92186-5406

Re: Right of Entry Permit - Park & Ride Facility, 10155 - 10195 Rancho Carmel Drive

The City of San Diego ("City") hereby grants permission to State of California, Department of Transportation ("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 Park and Ride Facility.
2. Consideration to City for granting this permit shall be Permittee's operation and maintenance of the facility as a park and ride facility in the public's interest.
3. This permit shall be in effect November 18, 1994. Termination of the permit shall be November 17, 1997 or upon commencement of a long-term lease agreement whichever occurs first.
4. Permittee shall maintain the premises as a park and ride site and make no claim against City for any portion of expenses thereof.
5. 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



DIVERSITY
BRINGS US ALL TOGETHER

policy shall be kept in force for the duration of this permit. A certificate of said insurance shall be filed with the City Real Estate Assets Department upon execution of this permit.

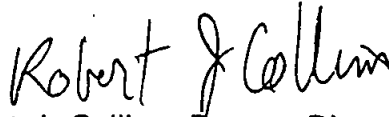
6. Permittee agrees to defend, indemnify, protect, and hold the City, its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Permittee's employees, invitees, guests, agents, 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 agreement, 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 the City, its agents, officers, or employees.
7. 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.
8. 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.
9. 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.
10. 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.
11. City understands that Permittee, as a legal matter, is exempt from taxes, and that City shall not be responsible for such taxes.

12. 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.
13. Permittee shall not assign or sublet any rights granted by this permit nor any interest therein. Any assignment or subletting by operation of law shall automatically terminate this permit.
14. No signs 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 15061(b)(3).

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 your insurance certificate within 10 days from receipt hereof.

If you should require additional information or have any questions, please call Cindy Kodama, Property Agent, at 236-6053.

Very truly yours,



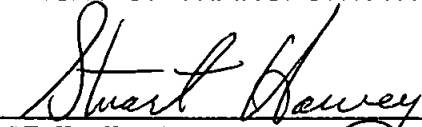
Robert J. Collins, Deputy Director
Asset Management and Marketing Division

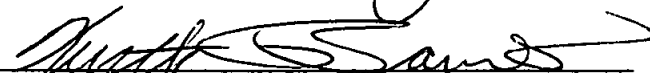
RJC:CEBK:dcj
Attachments

cc: County Assessor
Auditor
Financial Management

THE ABOVE IS ACKNOWLEDGED AND ACCEPTED THIS ____ DAY OF _____, 19__.

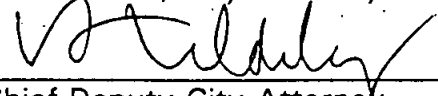
STATE OF CALIFORNIA,
DEPARTMENT OF TRANSPORTATION

By 
STUART H. HARVEY, District Division Chief, Operations

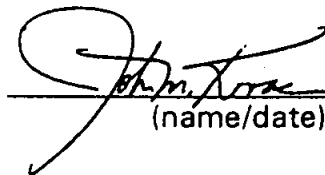
By 
KURTH H. BARNES, District Division Chief, Maintenance

APPROVED AS TO FORM AND LEGALITY

JOHN W. WITT, City Attorney

By 
Chief Deputy City Attorney

DEVELOPMENT AND ENVIRONMENTAL PLANNING
ENVIRONMENTAL CLEARANCE:

 SR ENV. PLANNER/PEAS
(name/date) 4/30/94



Legend

- G608.shp
- Roads
- Parcel



1:878

Vicinity Map



SanGIS
We Have San Diego Covered!

Plot Date: 06/05/03