



Real Estate Assets Department
SDC003

Document Type

LEGAL DOCUMENTS



Sub - Category

AGREEMENTS



CITY OF SAN DIEGO	
REAL ESTATE ASSETS DEPT.	
☐	DIRECTOR
☐	DEPUTY MANAGER
☒	FILE COPY
☐	CHRON COPY
☐	ORIGINATOR

May 10, 1999

Files: Property File - C601 & I001
Permit File - San Diego County Water
Authority
Job: 900003

San Diego County Water Authority
3211 Fifth Avenue
San Diego, CA 92103

Attention: Richard C. Pyle

Re: Right of Entry Permit - San Vicente and Lake Hodges

The City of San Diego ("City") hereby grants permission to San Diego County Water Authority, a public agency ("Permittee") to enter upon the above-referenced City-owned property ("permit area"), as delineated on the attached Exhibits "A" and "B" upon the following terms and conditions:

1. Permittee's use of the permit area shall be limited to conducting cultural resource surveys, biological surveys, geotechnical drilling, ground and aerial surveys.
2. This permit shall be in effect upon execution hereof by City and Permittee and shall expire on the third anniversary of the effective date.
3. 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 Real Estate Assets Department upon execution of this permit.
4. 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.

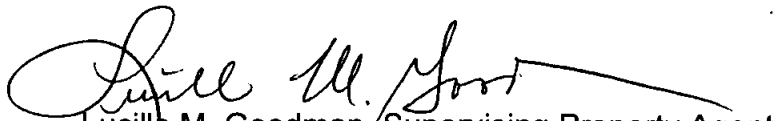
5. Permittee agrees not to discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in Permittee's use of the permit area, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.
6. 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.
7. 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.
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 permit area.
11. 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.

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. Any assignment by operation of law shall automatically terminate this permit.
13. No signs shall be displayed on the permit area without the prior written consent of the City Manager.
14. Permittee shall be responsible for maintenance of sites within the permit area impacted by Permittee during the period that such impacts occur.
15. Upon City's request, Permittee shall share results of all surveys, studies and analyses with City at no cost to City.
16. This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Section 15262.

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If you should require additional information or have any questions, please call Christian Anderson, Property Agent, at 236-7073.

Very truly yours,


Lucille M. Goodman, Supervising Property Agent
Real Estate Assets Department

Date: 5/10/99

CPA:csn-j

Attachments

cc: County Assessor
Property File

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THE ABOVE IS ACKNOWLEDGED AND ACCEPTED THIS 21ST DAY OF
June, 1999.

APPROVED AS TO FORM:

Daniel S. Hentschke
General Counsel
San Diego County Water Authority

By: James J. Taylor
James J. Taylor
Deputy General Counsel

SAN DIEGO COUNTY WATER AUTHORITY

By Thomas M. Hunt
Director of R&D Dept.

By _____

APPROVED AS TO FORM AND LEGALITY

CASEY GWINN, City Attorney

By Priscilla Dugard
Deputy City Attorney

ENVIRONMENTAL ANALYSIS SECTION
ENVIRONMENTAL CLEARANCE:

By Ch. Z. D.