



February 25, 1997

Mr. Jim Van Norman
City of San Diego Real Estate Assets Department
1200 Third Avenue, Suite 1700
San Diego, CA 92111

Re: Letter Agreement re:

Right of Entry Permit - For a portion of Assessor's Parcel No. 319-211-35

City of San Diego File: Property File - 1701 WR

Permit File - Pacific Bell Mobile Services

Pacific Bell Mobile Services Site No.: SD-219-09

Dear Mr. Van Norman:

The purpose of this Letter Agreement is to set forth the agreement between the City of San Diego ("City"), Grantor under that certain Right of Entry Permit referenced above, and Pacific Bell Mobile Services ("PBMS"), Permittee under said Right of Entry Permit, to add the provision hereinbelow to said Right of Entry Permit. In that regard, City and PBMS agree as follows:

1. The following new provision is hereby added to and inserted in the above referenced Right of Entry Permit:

"25. 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."

2. Except for the addition of the new provision set forth in Paragraph one (1) hereinabove, all the provisions of the said Right of Entry Permit remain unchanged and in full force and effect. In the event of any inconsistency between the provisions and conditions of the Right of Entry Permit and this Letter Agreement, the provisions and conditions of this Letter Agreement shall govern.

3. This Letter Agreement sets forth the entire agreement between City and PBMS with respect to the matters contained herein. Upon the execution and approval of this Letter Agreement as provided hereinbelow, the parties hereto agree to be bound by the terms and conditions of this Letter Agreement.

AGREED AND ACCEPTED

PACIFIC BELL MOBILE SERVICES

CITY OF SAN DIEGO

BY: [Signature] 2/28/97
Michael Flynn (date)
Network Deployment Manager

BY: [Signature]
3/13/97 (date)

APPROVED AS TO FORM AND LEGALITY
CASEY GWINN, City Attorney

BY: [Signature] 3/12/97
Chief Deputy Attorney (date)

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

September 6, 1996

File: Property File - I701WR
Permit File - Pacific Bell Mobile Services

Maryann Miller
Pacific Bell Mobile Services
9610 Granite Ridge Drive., Ste. A
San Diego, CA 92130

Attention: Maryann Miller

Re: Right of Entry Permit - For a portion of assessor parcel number 319-211-35.

The City of San Diego ("City") hereby grants permission to Pacific Bell Mobile Services ("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. This permit is granted with the understanding and condition that this use will not interfere, in any way, with other users located in or around the permit area or the operations of the Water Utilities Department. If the City determines the condition of the property is unsatisfactory or if City believes that continued use of this permit would expose City to undue risks of liability, City may, without penalty or liability, immediately terminate this lease.
2. Permittee's use of the permit area shall be limited to the construction of a mobile equipment shelter on the southeast side of the City of San Diego Water Utilities water tank, and a temporary 50' pole which extends from the mobile equipment shelter. The shelter will measure approximately six feet tall, five feet wide, and eleven feet long. Upon completion of the City's rehabilitation project, "Permittee" will remove the temporary pole facility and install antennas on the tank facade, all more specifically described in Exhibit's C and D. The City reserves the right to use the remainder of the parcel as it deems fit. In the event such use or future use will involve the placing of a structure on the parcel which will interfere with Permittee's operations, City will provide Permittee ninety (90) days prior written notice of such intended use.

3. Consideration to City for granting this permit shall be a \$360 non-refundable one-time processing fee and a \$1,000.00 monthly permit fee commencing on the effective date hereof. Permittee agrees that it will not modify, replace, add or remove equipment without the prior written authorization from City Real Estate Assets Division.
4. This permit shall be in effect upon execution hereof by City and Permittee and shall expire 3 (three) years from the execution of this document by City.
5. Permittee certifies that a policy of public liability and property damage insurance and property damage insurance, in which "the City of San Diego are named as additional insured, has been secured in an amount of not less than \$1,000,000.00 (One 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. This policy shall cover the subject permit area as well as any secured or unsecured access routes to permit area. All insurance companies must be satisfactory to City and licensed to do business in California. A certificate shall be filed with the City Real Estate Assets Department upon execution of this permit. Permittee shall keep a current certificate on file with the City Real Estate Assets Department at all times.
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 by Permittee, its employees, invitees, guests or agents 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 to the extent attributable to Permittee's use. Upon 30 days written notice, Permittee shall at its expense, repair any damage occurring during construction and/or installation and/or during operations of the permit area.
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 on ninety (90) days prior written notice by either party, except in the case of a breach of the terms of this permit, where as, this permit shall be subject to immediate termination. 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. 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. Each radio or electronic transmitter covered by this permit shall be operated by the holder of a current and valid Federal Communications Commission (FCC) license or Interdepartmental Radio Advisory Committee (IRAC) authorization applicable thereto. A legible copy of each applicable license or authorization shall at all times be posted on the cabinet or rack of each transmitter being operated. Each such copy shall indicate each person or entity authorized under the license of authorization to operate the transmitter.
12. Upon expiration or earlier termination of this permit at the direction of City, 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 sublease or 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.

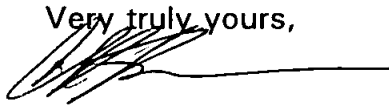
14. No signs shall be displayed on the permit area without the prior written consent of the City Manager.
15. Maintenance of the permit area shall be the sole responsibility of Permittee during the entire term of this permit.
16. Permittee agrees to order, obtain, and pay for all utilities and service and installation charges in connection with the development and operation of the permit area.
17. Beginning with the second year of this permit and continuing each year thereafter, the permit fee will be increased annually on the commencement date defined in item 4 (four) of this permit. The monthly increase shall be 6% (Six percent) of the preceding year's monthly permit fee.
18. Permittee agrees that City and its agents may enter the Permit Area at any and all reasonable times to inspect the same, to maintain any service provided by City to Permittee hereunder, to make such repairs, alterations, additions and improvements which City shall consider necessary for the protection, improvement or preservation of Permit Area or as may be required by this Permit or by law, and otherwise to protect any and all rights of the City. During the course of any permitted entry to the Permit Area, City shall not alter, tamper with, adjust, move, or otherwise affect the equipment or the operation thereof without prior notice to Permittee, except in the event of an emergency.
19. City will not be liable for the following: (i) any loss or damage to the property of Permittee or of others in or on the Permit Area itself, by theft or otherwise, (ii) any injury or damage to persons within the Permit Area resulting from fire, explosion, falling debris, gas, electricity, water, rain, or leaks from any part of Permit Area or from the pipes, or from the roof of the Permit Area, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. (iii) any injury or damage caused by other Permittees or any person(s) either in the Permit Area or elsewhere in the Permit Area, or by occupants adjacent to the Permit Area, or by the public or by construction of any private, public or quasi-public work, or (iv) any latent defect in construction of the permit area structure.
20. Any holding over after the expiration of said term of permit with the consent of city, shall be construed to be a tenancy from month to month and is revocable with 30 days notice from either party, and shall otherwise be on the terms and conditions herein specified, so far as applicable.

21. City reserves the right to reassign Permittee an equivalent amount of space in a different location when and if the facility has been upgraded and reconfigured. Permittee agrees to cooperate fully with Landlord and its contractors during any renovation, repair, or other alteration of the facility. Permittee acknowledges that its antenna(s) may be relocated as a result of the renovation, repair, or other alteration of the facility. City warrants that every effort will be made to ensure continuous, uninterrupted broadcast/receiving capability during any conversion.
22. Permittee agrees to abide by the terms of the "On-Air Compatibility Tests" as outlined in Exhibit B attached hereto and by reference made part of this agreement. Permittee agrees to notify the Communications and Electrical departments of the City of San Diego and of any changes in licensed frequencies to be used at the site.
23. For administrative purposes, any activity covered by this agreement which requires permission or consent of City shall be referred to the Real Estate Assets Department of the City of San Diego for handling by the appropriate parties.
24. This activity has been reviewed with the California Environmental Quality Act (CEQA) and has been determined to be exempt per Section 15268.

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, ^{\$1,360.00} together with your insurance certificate and check for ~~\$1,460.00~~ made payable to the "City Treasurer," within 10 days from receipt hereof. It is understood by both parties that the first month's rent shall be due and payable on the last day of the month.

If you should require additional information or have any questions, please call
Jim Van Norman, Property Agent, at 236-6792.

Very truly yours,



C.V. (Bill) Svensson, Supervisor
Real Estate Assets Department

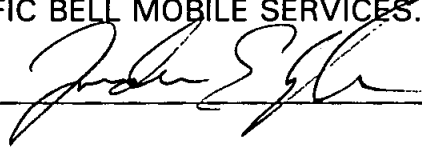
Attachments

JVN:rc I:\WPO\1996\VANNORMA\PEMSSPRC

cc: County Assessor
Richard Chuck

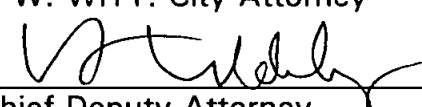
THE ABOVE IS ACKNOWLEDGED AND ACCEPTED THIS 1st DAY OF
October, 1996.

PACIFIC BELL MOBILE SERVICES.

BY: 

APPROVED AS TO FORM AND LEGALITY

JOHN W. WITT, City Attorney

BY: 

Chief Deputy Attorney

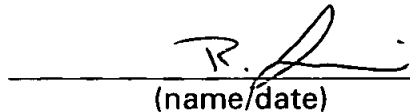
DEVELOPMENT AND ENVIRONMENTAL PLANNING

ENVIRONMENTAL CLEARANCE:


(name/date)

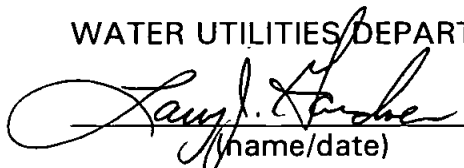
SR ENV. PLANNER/EAS
9/24/96

ZONING CLEARANCE O.K. w/ DEP Approval


(name/date)

9/24/96

WATER UTILITIES DEPARTMENT

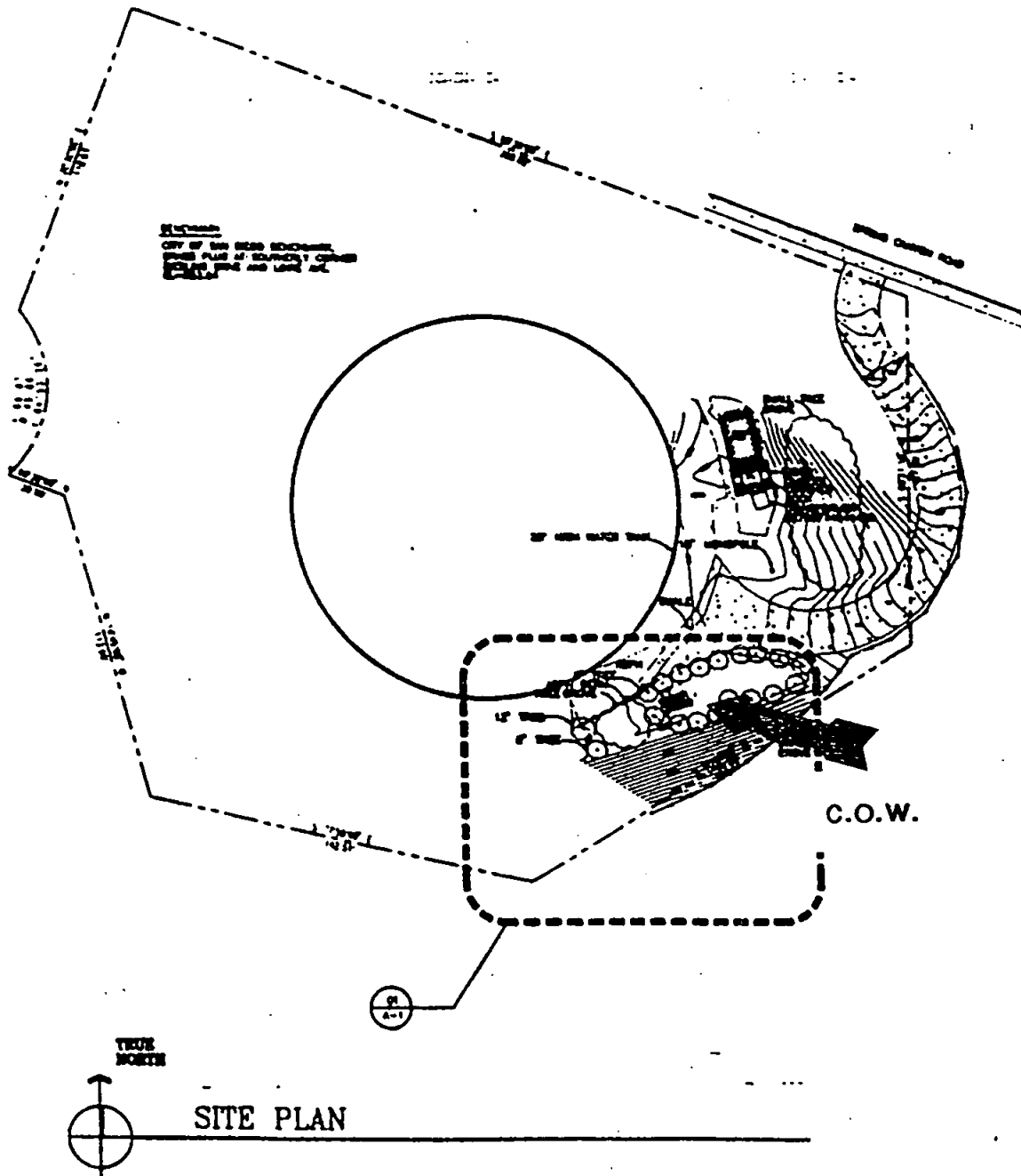

(name/date)

9/19/96

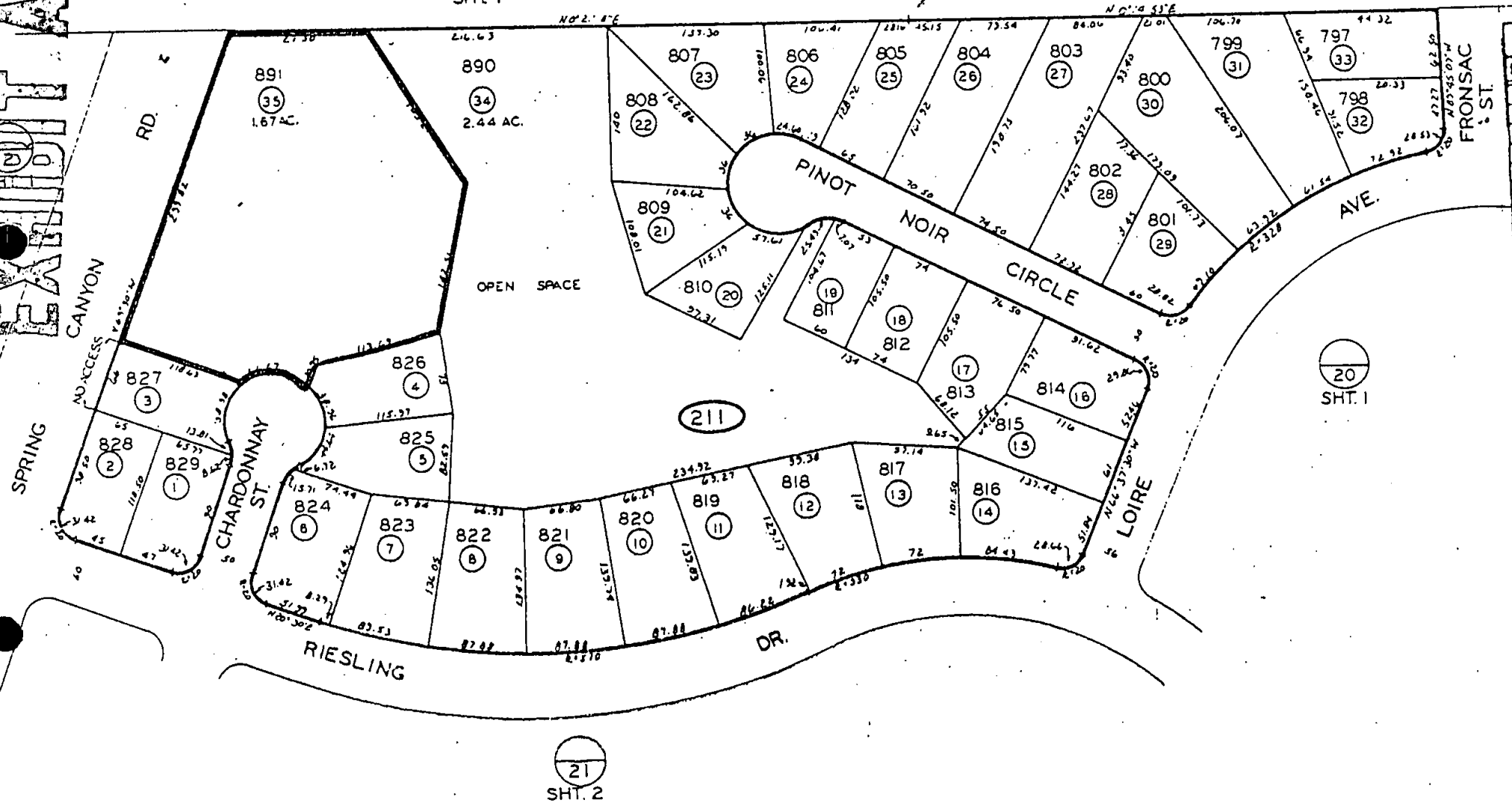
SPRING CANYON RESERVOIR

TEMPORARY C.O.W. FACILITY

EXHIBIT A



320
|
SHT 1

$$\begin{array}{r} 320 \\ \hline 4 \end{array}$$


MAP 8223 - SCRIPPS RANCH UNIT NO.11

EXHIBIT C

HEATHER A. JOHNSTON
Planning Consultant
9610 Granite Ridge Road, Suite A
San Diego, CA 92130

August 15, 1996

Terri Bumgardner
City of San Diego
Development Services Department
1222 1st Avenue
San Diego, CA 92101

RE: Resubmittal for Spring Canyon Reservoir Site (CUP-95-0350-76)

Dear Ms. Bumgardner:

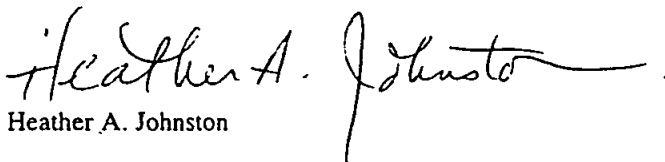
On behalf of Pacific Bell Mobile Services, please find enclosed an application resubmittal for the Spring Canyon Reservoir Tank site.

As you know, PBMS initially submitted a 50' monopole design to comply with the City of San Diego Water Utilities Department policy which restricts telecommunication facilities from being attached to City water tanks. However, during the month of May, we received word that the adjacent residential community was concerned with the appearance of an additional monopole facility (a 60' AirTouch monopole currently exists at this site). During the last several months I have worked with the City Water Utilities Department staff to develop a design and timeframe for implementation which is mutually agreeable.

Enclosed you will find a description of the proposed redesign, which consists of a temporary C.O.W. facility and six permanent facade mounted antennae. The permanent facility will be installed upon completion of the Spring Canyon tank rehabilitation project. This design, which requires only administrative review, was presented to the Scripps Miramar Ranch Planning Group as a community interest item on August 7. The adjacent Campton Homeowners Association has also been provided with information on the revised design. Both groups are pleased with the new design, and have no further concerns.

If you should have any questions, please contact me at (619)576-4215. Thank you.

Sincerely,


Heather A. Johnston

Attachments:

Reduced Site Plan/Elevations/Project Description for Permanent Facility
Site Plan for Temporary Facility
Photosimulation of Temporary and Permanent Telecommunication Facility
Memo of Correspondence, Gary Hogue, City of San Diego Water Department (7/30/96)



THE CITY OF
SAN DIEGO

DEVELOPMENT SERVICES CENTER • 1222 First Avenue • M.S. 501 • San Diego, California 92101

EXHIBIT D

OFFICE OF
DEVELOPMENT SERVICES
DEPARTMENT
236-6460

DATE: August 16, 1996

APPLICANT: Heather Johnston
Pacific Bell Mobile Services
9610 Granite Ridge Road
San Diego, CA 92130

PERMIT NO.: 95-0350-76 (Temporary)

ADDRESS: Spring Canyon Reservoir

PROJECT: INSTALLATION OF A PERSONAL COMMUNICATION SERVICES
(PCS) WIRELESS UTILITY FACILITY (TEMPORARY)

DEVELOPMENT SERVICES DEPARTMENT ACTION:

It has been determined by the Development Services Department, that this proposal does not substantiate a major stationary facility and therefore will not be required to go through the Conditional Use Permit process. This approval is based on the Department's Determination 15 for telecommunications. This proposal has been reviewed with the California Environmental Quality Act (CEQA) and has been determined to be exempt per Section 15268.

The Development Services Department grants **APPROVAL** of your application, subject to the following description of work:

The antenna facility is proposed to be on a mobile equipment shelter on the southeast side of the tank. A temporary 30'-0 pole which extends from a mobile equipment shelter. The shelter will measure approximately six feet tall, five feet wide and eleven feet long. Upon completion of the City's rehabilitation project, PBMS will remove the temporary pole facility and install permanent antennas on the tank facade. All of the work proposed is included on the plans marked "Exhibit A," dated August 19, 1996 on file in the Development Services Department.

All work authorized by this permit shall be in conformance with the description of work contained herein and as indicated on the plans submitted to the Building Inspection Division and stamped with the Land Development Review (LDR) Division approval. All modifications to this structure or site not directly approved by this permit, shall require further review by LDR. Building permits must be obtained within six months from the date of this approval or this authorization shall be null and void.


Terri Bumgardner
Associate Planner

c: Amanda Alvarado



DIVERSITY
BRINGS US ALL TOGETHER