



N6247306RP06A32

THE CITY OF SAN DIEGO

August 20, 2007

Michael Fridgen
Real Estate Contracting Officer
Department of the Navy ,
1220 Pacific Highway
San Diego, CA 92132-5190

Reference: Right of Entry Permit / El Capitan Reservoir / N6247306RP06A32

Dear Mr. Fridgen:

As you have requested, the City of San Diego is willing to extend the subject permit for an additional 24 months. The permit ~~rent~~ ^{fee} due for the additional 24 months will be \$1,800.00, payable in advance. Please disregard my August 16, 2007, letter, which contained the wrong permit rent due.

Please sign and return one copy of this letter to me with a check made payable to City Treasurer in the amount of \$1, 800.00. All other terms and conditions of the Permit will remain unchanged. A fully executed copy will be returned to you.

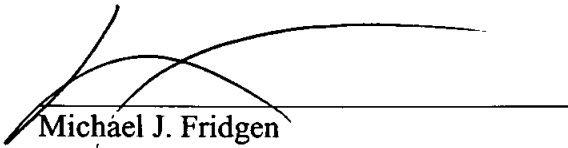
Please give me a call at (619) 236-6063, if you have any questions.

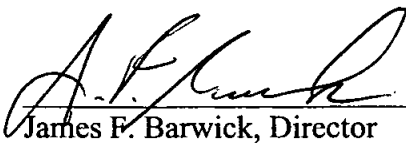
Sincerely,


Albert C. Gaudio
Property Agent

ACG/nb

I agree to extend the expiration date of the subject permit by an additional 24 months, to expire on September 19, 2009.


Michael J. Fridgen
Real Estate Contracting Officer
By Direction of the Commanding Officer


James F. Barwick, Director
Real Estate Assets Department
City of San Diego

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Real Estate Assets

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

**CITY OF SAN DIEGO
RIGHT OF ENTRY PERMIT**

THIS RIGHT OF ENTRY PERMIT ("Permit") is executed by and between THE CITY OF SAN DIEGO, a municipal corporation ("City"), and the United States of America acting through the DEPARTMENT OF THE NAVY, Naval Facilities Engineering Command Southwest("Permittee").

1. Right to Enter. City hereby grants permission to Permittee to enter upon City-owned El Capitan Reservoir as shown on the attached Exhibit "A" ("Permit Area"), incorporated by this reference. Permission to enter the Permit Area is conditioned upon the terms set forth below.
2. Use of Permit Area. Permittee shall have nonexclusive use of the Permit Area for testing unmanned underwater vehicles and boat-towed arrays on nonpublic days (Monday-Thursday, the lake is closed to public use), as further described in the attached Exhibit "B", incorporated by this reference, and for no other purpose whatsoever. Permittee shall be responsible for obtaining all permits and approvals for use of the Permit Area and shall furnish its own security.
3. Permit Fee. Consideration to City for granting this Permit shall be a six hundred dollar (\$600) nonrefundable processing fee and a nine hundred dollar (\$900) Permit fee for the entire term of this Permit and payable in full upon execution hereof.
4. Effective Date. This Permit shall be in effect upon execution by City and Permittee and as of the approval date of the City Attorney and shall expire 12 months from date of execution.
5. Insurance. Permittee certifies that it self-insures its potential liability for personal injury and property damage claims.
6. Liability. If the death of or injury to any person or the loss of or damage to any property is caused by Permittee in the course of its use of the Permit Area, the liability, if any, of Permittee therefore shall be determined in accordance with the applicable provisions of the Federal Tort Claims Act (62 Stat. 869-982; 28 U.S.C., 2671-2680).
7. Legal Proceedings. Should it become necessary for the Permittee or City to commence legal proceedings to collect rent, to recover possession or enforce any other provision of this consent, the Permittee's payment of any legal costs or attorneys fees will be determined under applicable federal law, which includes the Equal Access to Justice Act, 28 U.S.C. Section 2412."

8. No Discrimination. Permittee shall not 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, accommodations, and the obtaining and holding of employment.
9. Nuisance. Permittee shall not use the Permit Area in any manner which, in the opinion of the Mayor, creates a nuisance or disturbs the quiet enjoyment of persons in the surrounding area or the operations of the City Water Department.
10. Revocable Permit. This Permit is not a lease. It is a license to use City property and is revocable at any time by City. It is mutually agreed that 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. City shall have and maintain the right at all times to enter upon the Permit Area in City's sole discretion.
11. Compliance with Laws. Permittee shall at its sole cost and expense comply with all the requirements of applicable municipal, state, and federal law now in effect or which may hereafter be in effect, which pertain to the Permit Area.
12. Restoration of Permit Area. 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 Mayor.
13. No Assignment. Permittee shall not assign any rights granted by this Permit nor any interest therein without the prior written approval of the Mayor. Approval of any such proposed assignment may be withheld in the sole and absolute discretion of the Mayor. Any assignment by operation of law shall automatically terminate this Permit.
14. Signs. No signs shall be displayed on the Permit Area without the prior written consent of the Mayor.
15. Encumbrances. Permittee shall keep the Permit Area free from all encumbrances and liens of any nature during the term of this Permit.
16. Permittee shall be solely responsible, at its expense, for any maintenance it requires for its use of the Permit Area for the purpose intended, during the entire term of this permit.
17. Waiver. The failure of City to insist upon strict performance by Permittee of any condition of this Permit, in one or more instances, shall not be construed as a waiver of any such

condition, and the same shall remain in full force and effect.

18 Oral Representations. This Permit contains the complete expression of the agreement between the parties, and there are no promises, representations, agreements, warranties, or inducements, either expressed orally or implied, except as set forth herein. The conditions hereof cannot be changed in any respect except by written agreement between the parties.

IN WITNESS WHEREOF, this Right of Entry Permit is executed by City, acting by and through its Mayor, and by Permittee, acting by and through its lawfully authorized officers.

THE CITY OF SAN DIEGO

Date: 9/19/06

By: [Signature]
James F. Barwick, Director
Real Estate Assets Department.

UNITED STATES OF AMERICA, ACTING
THROUGH THE DEPARTMENT OF THE NAVY

Date: 06 SEPT 06

By: [Signature]
Name: M. J. Fridgen
Title: REAL ESTATE CONTRACTING OFFICER,
NAVAL FACILITIES ENGINEERING
COMMAND, SOUTHWEST

This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Section 15306.

ENVIRONMENTAL ANALYSIS SECTION
ENVIRONMENTAL CLEARANCE:

Date: 9/18/06

By: [Signature]

APPROVED AS TO FORM AND LEGALITY:
MICHAEL J. AGUIRRE, City Attorney

Date: 9/20/06

By: [Signature]
Deputy City Attorney
BROCK LARSEN

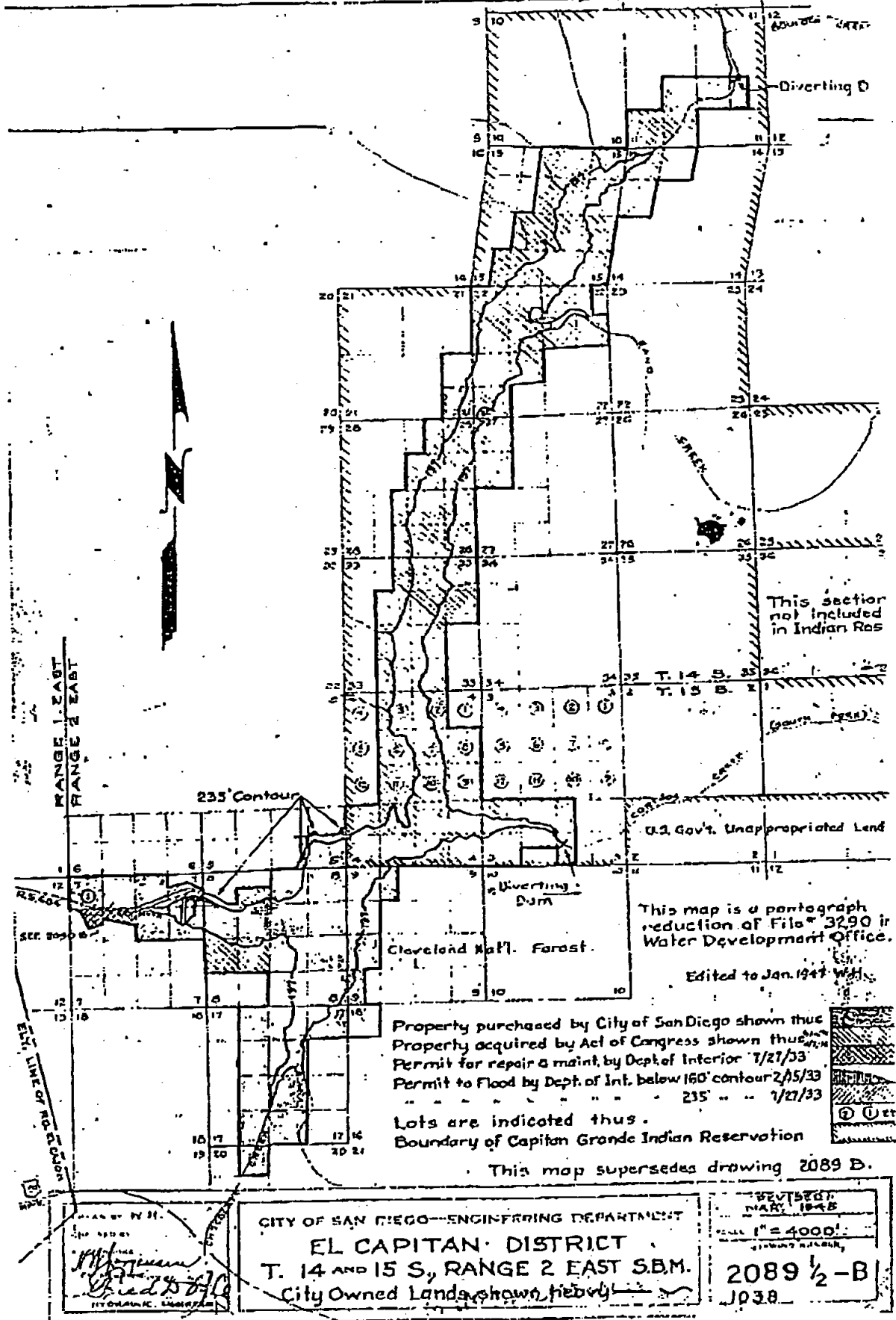
EXHIBIT A

EXHIBIT "B"
N6247306RP06A32

Unmanned Maritime Vehicles Laboratory and Acoustic Sensor Branch

The activities that SSC-SD desires to perform in El Capitan Reservoir are:

- Tow the developmental hydrophone arrays and single nodes via boat and glider in order to test the functionality of the sensor package
- Test the integration of the sensor with the glider for full system functionality before performing the tests in a harsher marine environment.

Any boats that will be used are standard outboard boats such as 15'-long inflatables or 18' Boston Whalers that are typical in lakes and bays.

An Autonomous Undersea Glider is a battery-powered underwater robot that flies, or glides, through the water column generating forward motion, or lift, through its wings and a buoyancy pump which makes the glider sink and then rise, thereby 'gliding' through the water and towing the array or single hydrophone. The glider is used because it is extremely quiet and does not put sound in the water which can interfere with the array. When the array is towed with a boat, filtering must be performed in order to erase the boat engine sound from the data which means there is a chance that other data may be lost also.

DETERMINATION OF: ENVIRONMENTAL EXEMPTION**Pursuant to The California Environmental Quality Act (CEQA) and State CEQA Guidelines**

Agency: CITY OF SAN DIEGO

LDR FILE NO.: N/A

DATE: July 28, 2006

Action/Permit(s): Approval of Right of Entry Permit

Permit No.: N/A

Description of Activity: Granting the Department of the Navy, SPA WAR Systems Center San Diego permission to test unmanned underwater vehicles and boat-towed arrays in the El Capitan Reservoir on nonpublic days (Monday through Thursday). The underwater vehicles are autonomous Slocum gliders, measuring 1.5 meters in length. They have no external propulsion and operate on positive/negative buoyancy. The Navy seeks use of the reservoir as a controlled environment, before testing the vehicles in the open ocean. The reservoir is owned and operated by the City of San Diego Water Department.

Location of Activity: El Capitan Reservoir is located at the end of El Monte Road, (Thomas Brothers page 1213-1215), within the County of San Diego.

1. ☐ This activity is **EXEMPT FROM CEQA** pursuant to:
- ☐ Section 15061(b)(1) of the State CEQA Guidelines (the activity is not a project as defined in Section 15378).
- ☐ Section 15061(b)(3) of the State CEQA Guidelines ("General Rule").
2. ☒ This project is **EXEMPT FROM CEQA** pursuant to State CEQA Guidelines Section checked below:

ARTICLE 19 of GUIDELINES
CATEGORICAL EXEMPTIONS
(Incomplete list)

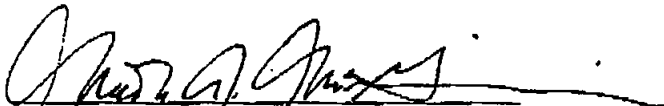
Sec.	Short Name
☒ 15301 1	Existing Facilities
☐ 15302 2	Replacement or Reconstruction
☐ 15303 3	New Construction or Conversion of Small Structures
☐ 15304 4	Minor Alterations to Land
☐ 15305 5	Minor Alterations in Land Use Limitations
☐ 15306 6	Information Collection
☐ 15311 11	Accessory Structures
☐ 15312 12	Surplus Government Property Sales
☐ 15315 15	Minor Land Divisions
☐ 15317 17	Open Space Contracts or Easements
☐ 15319 19	Annexation of Existing Facilities and Lots for Exempt Facilities
☐ 15325 25	Transfer of Ownership of Interest in Land to Preserve Open Space
☐ Other	

ARTICLE 18 of GUIDELINES
STATUTORY EXEMPTIONS
(Incomplete list)

Sec.	Short Name
☐ 15261	Ongoing Project
☐ 15262	Feasibility and Planning Studies
☐ 15265	Adoption of Coastal Plans and Programs
☐ 15268	Ministerial Projects
☐ 15269	Emergency Projects
☐ 15282L	Pipeline under a mile in length

It is hereby certified that the City of San Diego has determined the above activity to be exempt:

Distribution: Dave Martens, Real Estate Assets Department
Development Services Department Exemption file


NICOLE A. MCGINNIS, SENIOR PLANNER
Water Department

Responsible Departments: Water Department
Real Estate Assets Department

Analyst: MCGINNIS

