

**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. At least one month in advance, Permittee shall deliver to City monthly schedules of use. The monthly schedules may be e-mailed to Joe Webber, Lakes Program Manager, at JWebber@sandiego.gov.
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.

Dept of Navy Accounting Information: AA 97 XXXX4930 NH3P 0000 77777 0
066001 2F 8E0007 D09RC00392AA \$1,500.00
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 thirty six (36) 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."

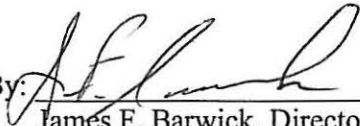
8. No Discrimination. Permittee shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in Permittee's use of the Permit Area, including but not limited 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 applicable 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. 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. Maintenance of the Permit Area. Permittee shall be solely responsible, at its expense, for any maintenance it requires for its use of the Permit Area 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.

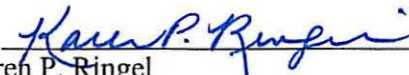
THE CITY OF SAN DIEGO

Date: 10/7/09

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

United States of America acting through the
DEPARTMENT OF THE NAVY, Naval Facilities
Engineering Command Southwest

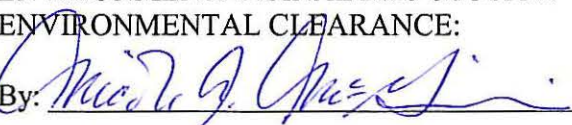
Date: 10/7/09

By: 
Karen P. Ringel
Real Estate Contracting Officer

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

ENVIRONMENTAL ANALYSIS SECTION
ENVIRONMENTAL CLEARANCE:

Date: 10/7/09

By: 

APPROVED AS TO FORM AND LEGALITY:
Jan I. Goldsmith, City Attorney

Date: 10/8/09

By: 
Deputy City Attorney
Brock Ladewig
Deputy City Attorney

EXHIBIT A

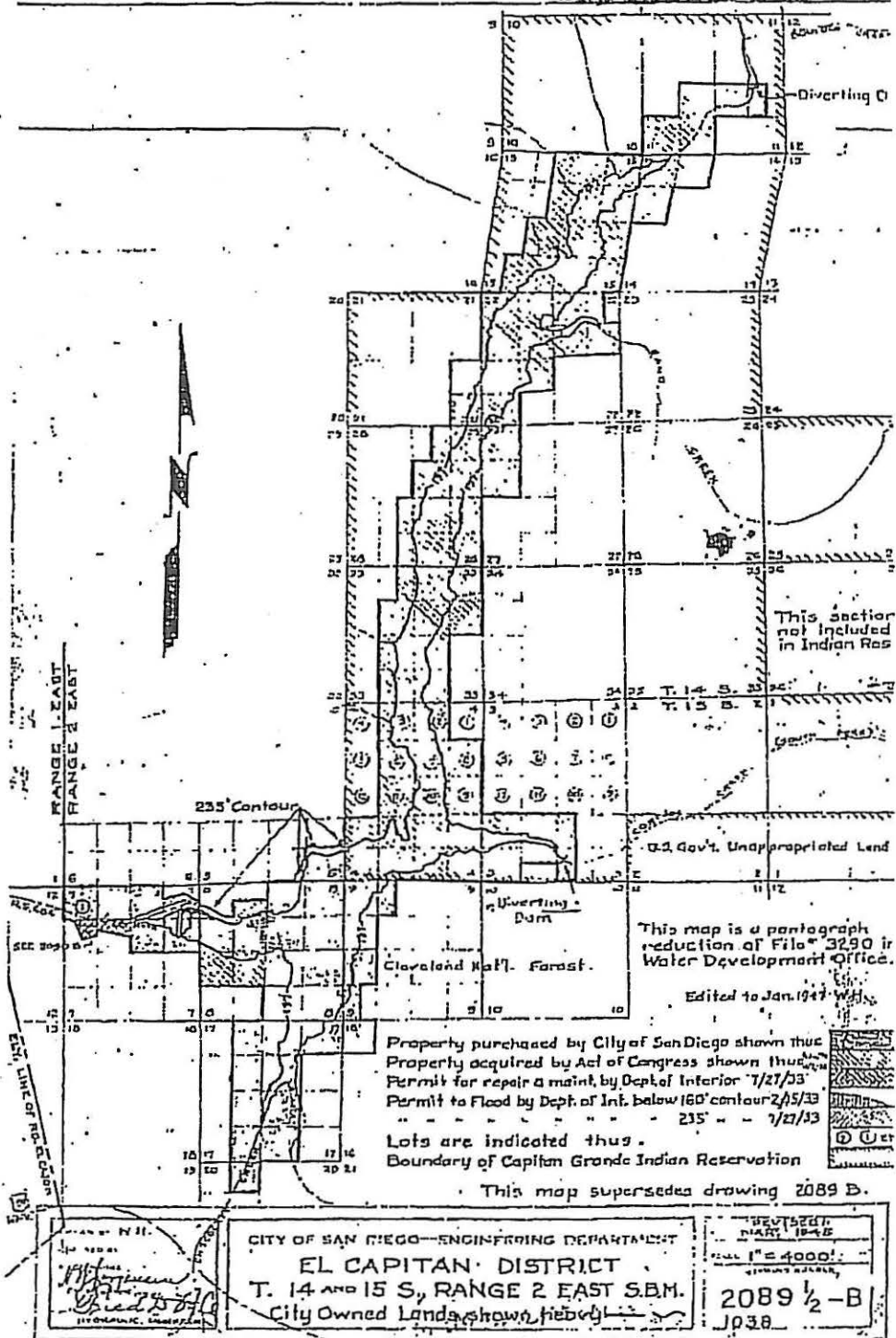


EXHIBIT "B"

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.