



Real Estate Assets Department
SDC003

Document Type

LEGAL DOCUMENTS



Sub - Category

AGREEMENTS



DUPLICATE

December 4, 1998

Files: Property File - M201-1
Permit File-Regents of the University of CA/02
Job: 220335

Scripps Institution of Oceanography
Institute of Geophysics and Planetary Physics
La Jolla, CA 92093-0225

Attention: Nancy E. Kossan

Re: Right of Entry Permit - Seismic Station at La Jolla Heights Park

The City of San Diego ("City") hereby grants permission to The Regents of the University of California acting on behalf of the San Diego Campus Scripps Institution of Oceanography, Institute of Geophysics and Planetary Physics, 0225 University of California, San Diego, California, (hereinafter referred to as "Permittee") to access and use 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 above Permit Area shall be limited to the operation and maintenance of the seismic station consisting of a geophone and amplifier installed at approximately 100 feet deep in the Permit Area.
2. Consideration to City for granting of this permit shall be a \$360 non-refundable processing fee. As additional consideration, the Permittee will share all seismic data generated at the station with the City of San Diego during the entire term of the permit. All reports of the seismic information will be furnished to the Deputy Director of City Water Department, Operation Division, 2797 Caminito Chollas, San Diego, CA 92105.
3. This permit is granted for a 15-year period commencing on the first day of the calendar month following execution by the City Manager. Provided, however, this permit may be terminated by either party on 90 days' advance written notice.
4. 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

DOCUMENT NO. RR-291146

FILED JAN 11 1999

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

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.

5. Permittee shall 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.
6. 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, and accommodations, and the obtaining and holding of employment.
7. All risks in connection with Permittee's use of the Permit Area and any damages to the Permittee's improvements thereon, thereunder, or in the vicinity thereof shall be borne in full by Permittee.
8. Permittee shall not use the Permit Area in any manner which, in the opinion of the City Manager of the City of San Diego, creates a nuisance or disturbs the quiet enjoyment of persons in the surrounding area.
9. The City, at no cost to the Permittee, shall furnish electric power, not to exceed eight KW hours per year to operate the geophone and amplifier. Otherwise, the City shall not be obligated to furnish Permittee with any utility, service, maintenance or repair in connection with this permit. Any use in excess of eight KW hours shall be paid by Permittee upon receipt of an invoice from the City.
10. This permit is revocable at any time by the City with 90 days advance written notice. It is mutually agreed that the 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.

11. Permittee recognized 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 it becomes delinquent.
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 hereinafter be in effect, which pertain to the above-referenced City-owned property.
13. City has the right to enter the Permit Area for the purpose of making inspections, repairs or developing municipal services.
14. Upon expiration or earlier termination of this permit, Permittee shall at its sole cost remove all materials and repair/or restore the Permit Area to its original condition, including any hazardous or toxic waste, to the satisfaction of the City Manager.
15. 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.
16. No signs shall be displayed on the Permit Area without the prior written consent of the City Manager.
17. Maintenance of the seismic station shall be the sole responsibility of Permittee during the entire term of this permit.
18. This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Section 15301.

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 within 10 days from receipt hereof.

Scripps Institution of Oceanography
December 4, 1998
Page 4

If you should require additional information or have any questions, please call Vladimir Balotsky, Property Agent, at 235-5248.

Sincerely,



For the City Manager
WILLIAM T. GRIFFITH
Acting Real Estate Assets Director

Date JAN 11 1999

PERMITTEE:

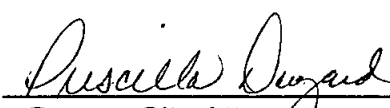
THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA, THE SAN DIEGO CAMPUS,
SCRIPPS INSTITUTION OF
OCEANOGRAPHY, INSTITUTE OF
GEOPHYSICS AND PLANETARY PHYSICS

Date: 1/6/99

By 
NANCY E. KOSSAN
Director, UCSD Real Estate Development

APPROVED AS TO FORM AND LEGALITY

CASEY GWINN, City Attorney

By 
Deputy City Attorney

ENVIRONMENTAL ANALYSIS SECTION
ENVIRONMENTAL CLEARANCE:

By 

VEB:csn-j

Attachments

cc: County Assessor

2-6 41-85

CHANGES		BKI OLD IN NEW CUT	
1	1215	10144	
2	1442	10127	
3	1718	10122	

350-68



1 8710

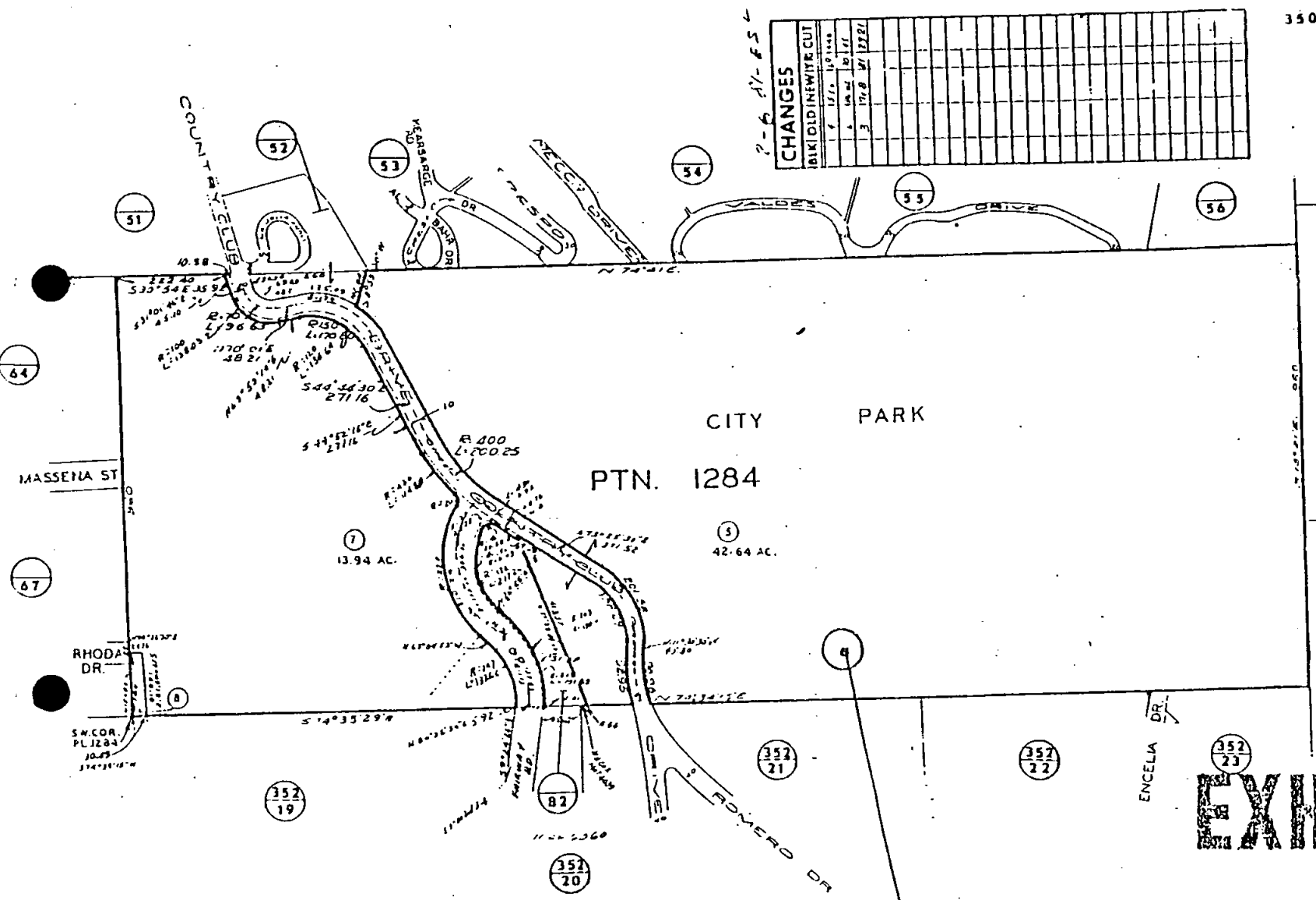


EXHIBIT A

MM 36 - PUEBLO LANDS - POR LOT 1284

LA JOLLA VIEW RESERVOIR
See Detail on Next Page

(R-99-480)

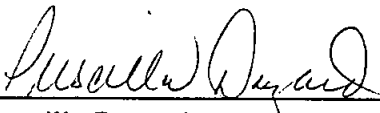
RESOLUTION NUMBER R- 291146

ADOPTED ON JAN 11 1999

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager be and he is authorized and empowered to execute, for and on behalf of said City, a right of entry permit with the Regents of the University of California for the maintenance of a seismic station at La Jolla View Reservoir in La Jolla for a 15-year term with a mutual 90-day termination clause, under the terms and conditions set forth in the right of entry permit on file in the office of the City Clerk as Document No. RR- 291146.

APPROVED: CASEY GWINN, City Attorney

By



Prescilla Dugard
Deputy City Attorney

PD:cdk
10/19/98
Or.Dept:REA
R-99-480
Form=auagr.frm

Passed and adopted by the Council of San Diego on

JAN 11 1999

by the following vote:

YEAS: Mathis, Wear, Kehoe, Stevens, Warden, Stallings, McCarty,

Vargas, Mayor Golding.

NAYS: None.

NOT PRESENT: None.

AUTHENTICATED BY:

SUSAN GOLDING

Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(Seal)

By: MARY A. CEPEDA, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. R- 291146, passed and adopted by the Council of The City of San Diego, California on JAN 11 1999.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By: Mary A. Cepeda, Deputy

REQUEST FOR COUNCIL ACTION

CITY OF SAN DIEGO

1. CERTIFICATE NUMBER:

TO:

CITY ATTORNEY

2. FROM: (Originating Department)

REAL ESTATE ASSETS DEPARTMENT

3. DATE

September 18, 1998

4. SUBJECT:

Regents of the University of California - Right of Entry Permit

5. FOR INFORMATION CONTACT: (NAME & MAIL STA.)

FIERRO/Balotsky

51A

6. TELEPHONE NO.

66985/55248

7. CHECK HERE IF BOX 1472A, "DOCKET SUPPORTING INFORMATION," HAS BEEN COMPLETED ON PAGE 2: ☒

8.

COMPLETE FOR ACCOUNTING PURPOSES

FUND				
DEPT				
ORGANIZATION				
OBJECT				
JOB ORDER				
C.I.P. NO.				
AMOUNT				

9. ADDITIONAL INFORMATION / ESTIMATED COST:

Cost: None

Job: 220335

Thomas Guide Map Page: 1227 G-7

10.

ROUTING AND APPROVALS

ROUTE (/)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (/)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	Department Manager	<i>James E. Vuckar</i>	9/18/98	X	CITY MANAGER LOVELAND		
	EOCP/MEMO 5-3-96				AUDITOR		
X	EAS			X	CITY ATTORNEY		
X	WATER DEPT.			X	ORIGINATING DEPARTMENT		
				MGR. DOCKET COORD. _____ COUNCIL REP. _____			
				RULES COMMITTEE ☐ CONSENT ☐ ADOPTION ☐ Refer to _____ ☐ Date _____			

11. PREPARATION OF:



RESOLUTION(S)



ORDINANCES(S)



AGREEMENT(S)



DEED(S)

Authorize the City Manager to execute a right of entry permit with the Regents of the University of California for the maintenance of a seismic station at La Jolla View Reservoir in La Jolla for a 15-year term with a mutual 90-day termination clause.

11a. MANAGER'S RECOMMENDATION:

Adopt the resolution.

12. SPECIAL CONDITIONS (REFER TO A.R. 9.20 FOR INFORMATION ON COMPLETING THIS SECTION).

COUNCIL DISTRICT: 1

COMMUNITY AREA: LA JOLLA

ACTION REQUESTED BY: Acting Real Estate Assets Director

DESCRIPTIVE LOCATION: La Jolla View Reservoir, La Jolla

ENVIRONMENTAL ASSESSMENT: This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Section 15301.

HANDLING: DO NOT RECORD. Return documents to Real Estate Assets Department, Attention: Vladimir Balotsky, M.S. 51A, for further handling.

DOCKET SUPPORTING INFORMATION

CITY OF SAN DIEGO

DATE

September 18, 1998

SUBJECT

Regents of the University of California - Right of Entry Permit

BACKGROUND:

In 1983, the City executed a right of entry permit with the Regents of the University of California, the San Diego Campus Scripps Institute of Oceanography and Planetary Physics for installation, operation and maintenance of an unmanned seismic station on City-owned property adjacent to La Jolla View Reservoir in La Jolla. The station is part of the Cal-Mexico Seismic Hazard Program studying the seismicity of the Rose Canyon fault zone. The permit expired in April 1998 and is currently on a month-to-month holdover.

The Regents of the University of California have requested a new permit for continued use of the station. The basic terms and conditions of the permit are as follows:

PREMISES - Approximately two square feet of surface area. A geophone and amplifier are installed at approximately 100 feet deep.

TERM - 15 years

EARLIER TERMINATION - Either party may terminate the permit with 90 days written notice.

CONSIDERATION - The City will receive copies of reports of seismic data generated at the station.

FISCAL IMPACT: The City will furnish, from an existing power pole, up to eight kilowatts of electricity per year required to operate the station. The cost, estimated at less than \$1.00 per year, will be absorbed in the normal expenses of the Water Department

BYLINE: (DEPUTY CITY MGR/DEPT. HEAD/AUTHOR INITIALS)

LOVELAND:Griffith:VEB

Job: 220335

SIGNATURES:

ORIGINATING DEPT. HEAD_____
CITY MANAGER:

(FOR MANAGERIAL DEPARTMENTS ONLY)

cc: Anita Pyle
Norma Arroyo
City Auditor

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