

November 5, 1993

File: LS-Petrolane Gas Co.

Petrolane Gas Service
P.O. Box 12647
Fresno, CA 93778

Attention: Patricia Harris

Gentlemen:

Re: Holdover of Use and Occupancy Permit Southwest Corner of Kearny Mesa Road
and Magnatron Boulevard - City Clerk Document RR276782

The above-referenced permit, which expires November 20, 1993, is hereby extended on a month-to-month holdover basis. The holdover shall be in effect until commencement of a new permit or until terminated by either party upon 60 days prior written notice, whichever event occurs first.

All other terms and conditions of the permit will remain in full force and effect. If this is acceptable, please sign and date the enclosed copy of this letter.

Sincerely,

Jane E. Vickers, Supervisor
Marketing Division

JEV/MAB/dcj(1)

Enclosure

Acknowledged and Accepted

Petrolane

By: _____

Date: _____

cc: County Assessor

RESOLUTION NUMBER R- 276782

ADOPTED ON OCT 29 1990

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is hereby authorized and empowered to execute, for and on behalf of The City of San Diego, a three-year Use and Occupancy Permit (with a three-year renewal option) with PETROLANE GAS SERVICE, for approximately 5,000 square feet of property located at Kearny Mesa Road and Magnatron Boulevard for the storage of four 1,150-gallon, aboveground LPG tanks for servicing contract customers, at an initial monthly rent of \$1,900, under the terms and conditions set forth in that Use and Occupancy Permit on file in the office of the City Clerk as Document No. RR- 276782 .

APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Deputy City Attorney

HOV:ps
10/10/90
Or.Dept:Prop.
Job:220223
R-91-620
Form=r-t

Passed and adopted by the Council of The City of San Diego on
OCT 29 1990 by the following vote:

YEAS: Wolfsheimer, Hartley, Pratt, Bernhardt, Henderson, McCarty,

Filner, Mayor O'Connor.

NAYS: None.

NOT PRESENT: Roberts.

AUTHENTICATED BY:

MAUREEN O'CONNOR

Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By: RHONDA R. BARNES, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true
and correct copy of RESOLUTION NO. R- 276782, passed
and adopted by the Council of The City of San Diego, California
on OCT 29 1990.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By: Rhonda R. Barnes, Deputy



THE CITY OF

SAN DIEGO **DUPLICATE ORIGINAL**

PROPERTY DEPARTMENT, MAIL STATION 51-A

SECURITY PACIFIC PLAZA, 1200 THIRD AVENUE, SUITE 1700

SAN DIEGO, CALIFORNIA 92101-4199

TELEPHONE: (619) 236-6020

FAX: (619) 696-0590

September 17, 1990

Files: Job 220223

Petrolane Gas Service
P. O. Box 12647
Fresno, CA 93778

Attention Patricia Harris

Gentlemen:

Re: Use and Occupancy Permit

DOCUMENT NO. **RR276782**
OCT 29 1990
FILED
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

Permission is hereby granted to Petrolane Gas Service, hereinafter referred to as "Permittee," to enter upon the above-referenced City-owned property, as shown in red on the attached Exhibit "A," and further described as a portion of the southwest corner of Kearny Mesa Road and Magnatron Boulevard, upon the following terms and conditions:

1. Permittee's use of the above property shall be limited to location of four 1,150-gallon aboveground LPG tanks for servicing contracted customers only.
2. Consideration for the granting of this permit shall be a processing fee of \$360, and the monthly permit fee shall be \$1,900, subject to annual CPI adjustments, during the entire term of this agreement and is payable to the Office of the City Treasurer monthly in advance beginning on the effective date hereof. Checks should be made payable to the City Treasurer and mailed or delivered to the Office of the City Treasurer, City of San Diego, P. O. Box 2289, San Diego, California 92112-4165. Permittee shall also pay City a one-time processing fee of \$360.

The place and time of payment may be changed at any time by the City of San Diego upon 30 days' written notice to Permittee. Mailed permit fees shall be deemed paid upon the date such payment is postmarked by the postal authorities. Permittee assumes all risk of loss and late payment charges if payments are made by mail, or if postmarks are illegible, in which case the payment shall be deemed paid upon actual receipt by the City Treasurer.

3. If the Permittee fails to pay the monthly permit fee when due, then Permittee will pay, in addition to the unpaid fees, 5 percent (5%) of the delinquent fee. If the permit fee is still unpaid at the end of 15 days, the Permittee shall pay an additional 10 percent (being a total of 15 percent) which is hereby mutually agreed

by the parties to be appropriate to compensate City of San Diego for loss resulting from permit fee delinquency, including lost interest, opportunities, legal costs, and the cost of servicing the delinquent account.

4. This permit shall be in effect upon joint execution of this agreement and shall expire November 20, 1993 unless earlier terminated pursuant to Condition 9 of this permit.
5. 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 and said policy shall be kept in force for the duration of this permit. A certificate of said insurance shall be filed with the City Property Department upon execution of this permit.
6. Permittee shall assume the defense of and indemnify and save the City of San Diego harmless from all claims, expenses, and liabilities of every kind, nature and description resulting in any manner from the use or condition of said property and any and all operations conducted thereon by Permittee.
7. All risks in connection with Permittee's use of said property and any damages to the improvements thereon, thereunder, or in the vicinity thereof shall be borne in full by Permittee.
8. Permittee shall not use the premises 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.
9. This permit is revocable at any time by the City of San Diego by providing Permittee with 90 days' written notice. 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.

This permit may be terminated at any time by the Permittee by providing City with 90 days' written notice.

10. 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.

11. This permit may be extended one additional three-year term, under the same conditions herein, upon notice by Permittee no later than 60 days prior to the November 20, 1993 date.
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 hereafter be in effect, which pertain to the above-referenced City-owned property, including, but not limited to required fencing.
13. Permittee shall file with the City Property Department a \$2,800 cash performance deposit to assure that, 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 to the satisfaction of the City Manager.
14. Permittee shall not assign any rights granted by this permit nor any interest therein. Any assignment by operation of law shall automatically terminate this permit.
15. No signs, other than parking control and safety, shall be displayed on the permit area without the prior written consent of the City Manager.
16. Maintenance of the permit area shall be the sole responsibility of Permittee during the entire term of this permit.

Please acknowledge your agreement to the foregoing terms and conditions on the enclosed copy of this letter and return it within 10 days from receipt hereof to the City of San Diego Property Department, 1200 Third Avenue, Suite 1700, San Diego, California 92101, Attention Bud Bass, together with your check made payable to the "City Treasurer" for \$5,060 as itemized below:

Processing Fee	\$ 360
First Month's Permit Fee	1,900
Cash Performance Deposit or Bond	<u>2,800</u>
TOTAL:	\$5,060

If you should require additional information or have any questions, please call Bud Bass, Property Agent, at (619) 236-6264.

Very truly yours,



Don Barone
Property Services Supervisor

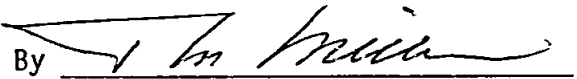
DSB:MAB:st(43-2)

Attachments

cc: County Assessor
Auditor
Financial Management

THE ABOVE IS ACKNOWLEDGED AND ACCEPTED THIS 29 DAY OF Oct., 1990.

PETROLANE GAS SERVICE

By 
A.M. MILLER

ITS VICE PRESIDENT

DEP CLEARANCE VERIFIED

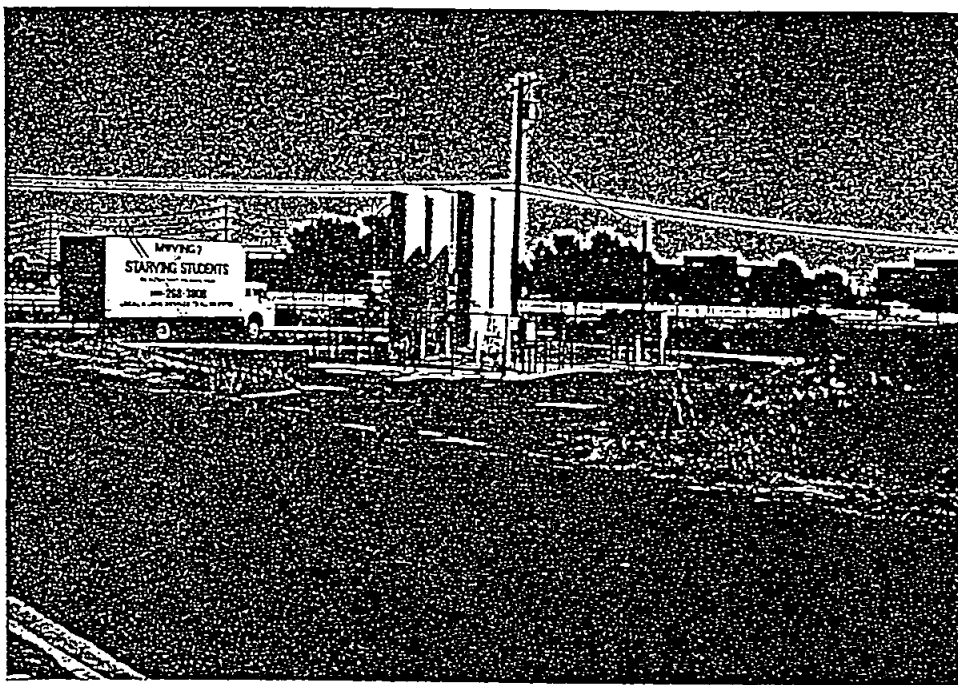

for Ann B. Hix
Principal Planner

APPROVED AS TO FORM AND LEGALITY BY:

JOHN W. WITT, City Attorney

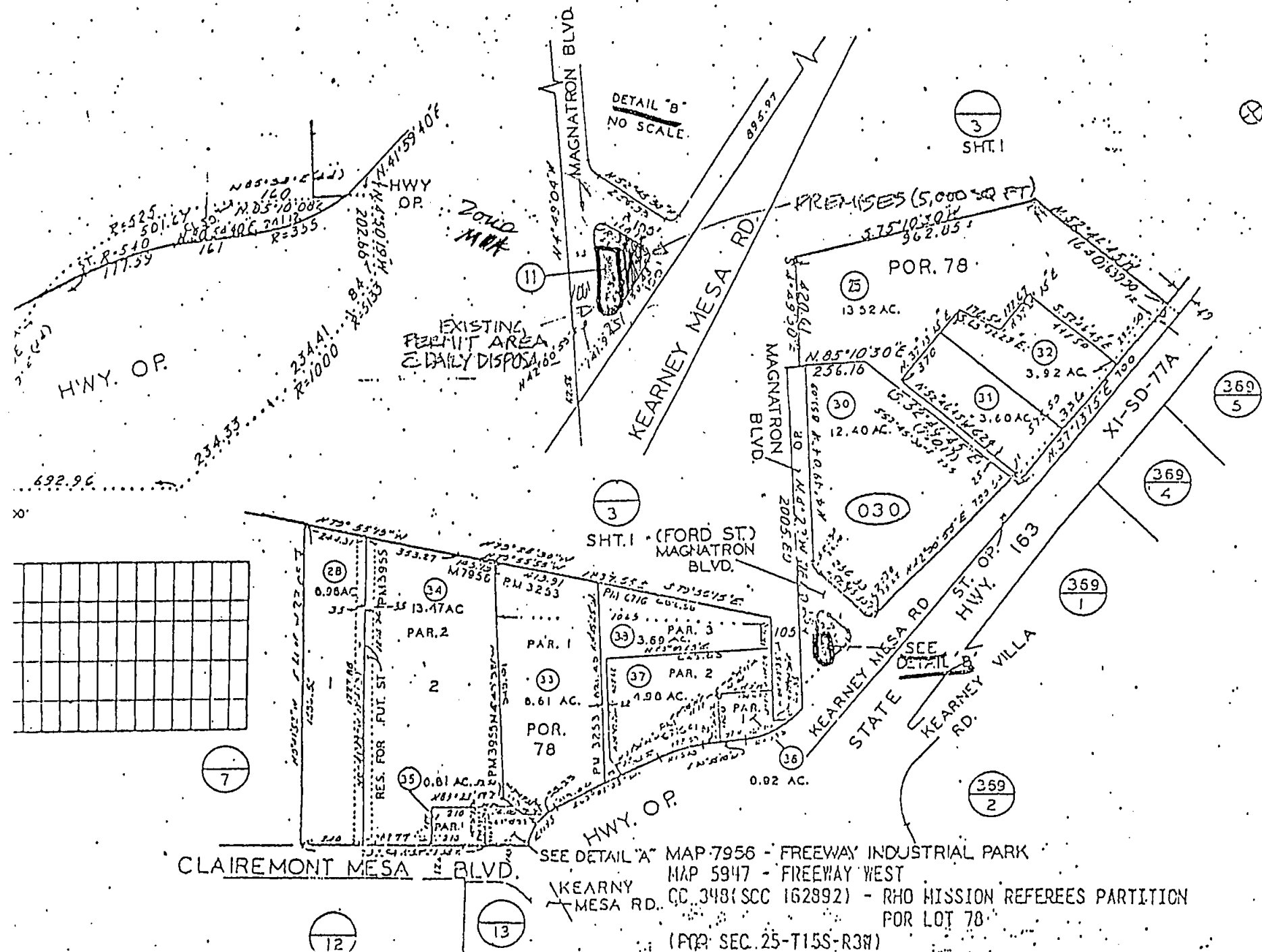
By 
Deputy City Attorney

Subject Property Looking South
Petrolane - permitted improvements



Subject Property Looking South

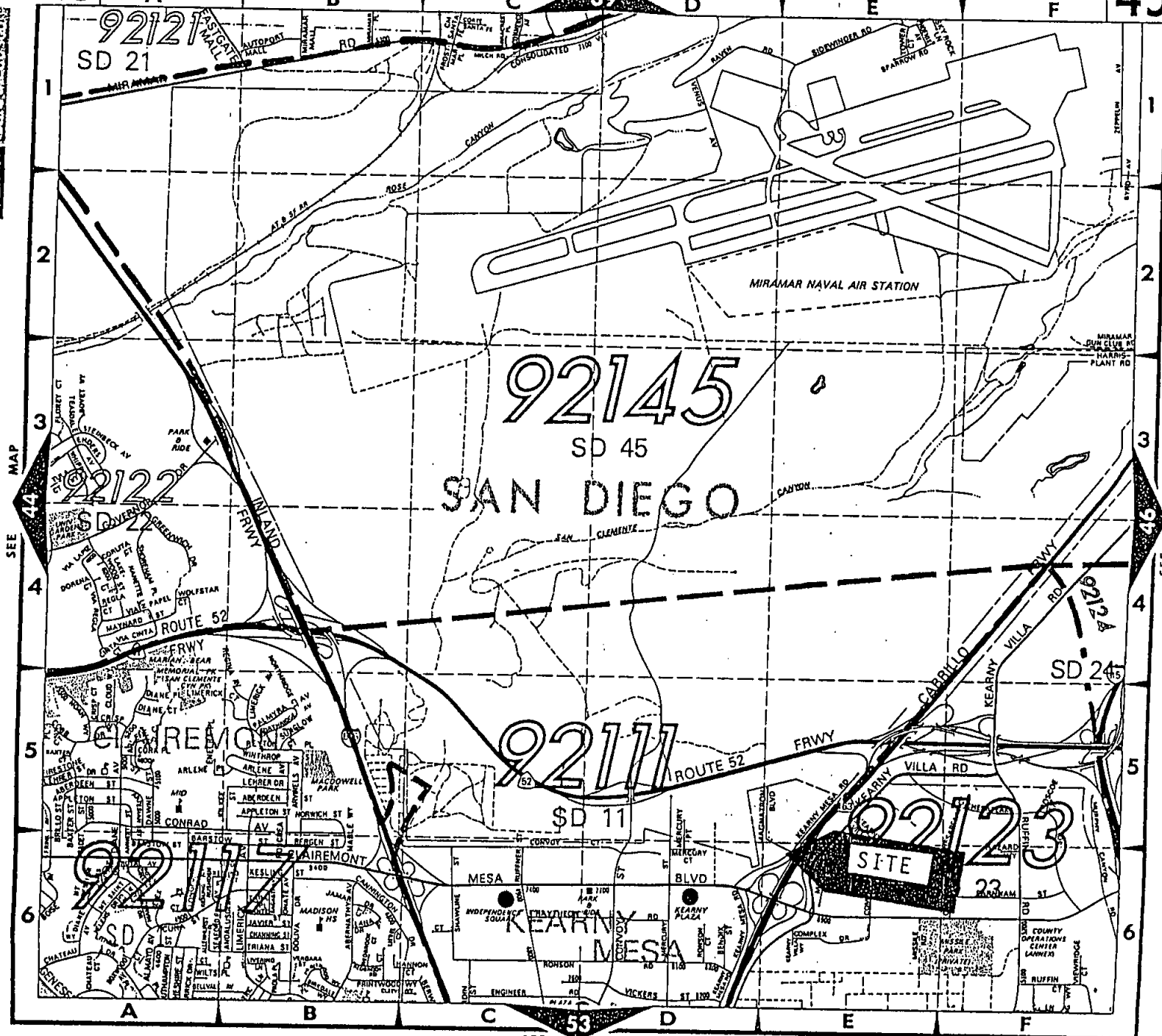
356 - 03
SHT. 20F2



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SEE MAP

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SEE MAP