



THE CITY OF SAN DIEGO

September 11, 2000

James H. Primes
35 Trailwood
Irvine, CA 92620

Reference: Right of Entry Permit - Parking Area Behind 9630 Chesapeake Drive - City Clerk
Document RR-286089

Dear Mr. Primes:

Your permit with the City, which was to expire on November 30, 2000, is hereby extended on a month-to-month holdover basis. All terms of the permit will continue in effect except the monthly permit fee will increase to \$400 on December 1, 2000. It is understood that during this holdover period you will be processing a proposed street vacation and purchase of this property from the City. Please indicate your agreement by signing in the space below on the enclosed copy of this letter and returning it to Paul Crawford of this office.

Sincerely,

Lucille M. Goodman
Supervisor
619-236-6720

LMG/PTC/jmj

Enclosure

FILE: Lease - Primes, James H.

I:\WPO\2000\Crawford\L-PRIMES-2.wpd

ACKNOWLEDGED AND ACCEPTED:

James H. Primes
Date

Real Estate Assets

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



THE CITY OF

SAN DIEGO

REAL ESTATE ASSETS DEPARTMENT, MAIL STATION 51-A
CIVIC CENTER PLAZA, 1200 THIRD AVENUE, SUITE 1700
SAN DIEGO, CALIFORNIA 92101-4199 TELEPHONE: (619) 236-6020
FAX: (619) 236-6706

April 17, 1995

Files: Property File - M512-1
Permit File - Primes, James H.
Job 221227

James H. Primes
PMC III
13684 Iroquois
Tustin, CA 92680-8314

Attention: James H. Primes

Re: Right of Entry Permit - Portion of Segment 2 of State Highway Map No. 239 (F/P 86-203860) Adjacent to Parcel 4 of Parcel Map 9747

The City of San Diego ("City") hereby grants permission to James H. Primes d.b.a. PMC III ("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. Permittee's use of the permit area shall be limited to storage and parking for Permittee's adjacent property at 9630 Chesapeake Drive.
2. Consideration to City for granting this permit shall be a \$360 non-refundable processing fee and a \$283 monthly permit fee commencing on the effective date hereof. Permit fees are payable at the office of the City Treasurer on or before the first day of each month. The first and last months' permit fees will be prorated as necessary to achieve payment on the first of the month. Payments postmarked or paid in person after the first of the month will be subject to a 5 percent late charge if 1 to 15 days past due, and to an additional 5 percent late charge if 16 or more days past due. In no event shall the late charge be less than \$25.
3. Beginning with the second year of this permit, the permit fee will be adjusted annually as of the anniversary date of the permit to reflect any increase in the Consumer Price Index during the preceding year. The index used will be the CPI for "All Urban Consumers" for the Los Angeles/Anaheim/Riverside area. Permittee will continue paying the permit fee.

RR- 286089
DOCUMENT NO.

FILED JUL 17 1995

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA



DIVERSITY
BRINGS US ALL TOGETHER

fee at the existing rate until notified of the new rate by the City. Permittee will then promptly remit the difference between the permit fees paid at the old rate and those due at the new rate.

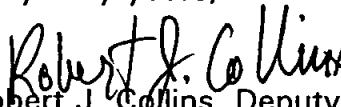
4. This permit shall be in effect upon the first day of the calendar month following execution hereof by City and Permittee and shall expire five (5) years thereafter.
5. Permittee certifies that a policy of public liability and property damage insurance, in which "The City of San Diego" is named as an additional insured, has been secured in an amount of not less than \$1 million combined single limit liability with an occurrence claims form and that said policy shall be kept in 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.
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 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.
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 by either City or Permittee upon 180 days advance written notice to the other party. 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 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.
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 permit area.
13. 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 City Manager.
14. 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.
15. No signs 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.
17. 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.

If you should require additional information or have any questions, please call Paul T. Crawford, Property Agent, at 236-5952.

Very truly yours,

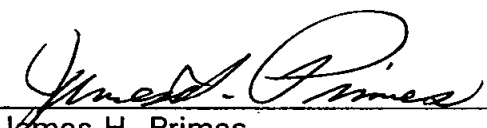

Robert J. Collins, Deputy Director
Asset Management and Marketing Division

RJC:PTC:vms
I:\WPO\1995\CRAWFORD\RE-PMC.WPD
Attachments

cc: County Assessor

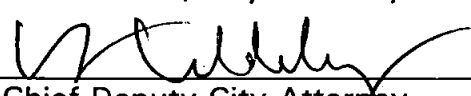
THE ABOVE IS ACKNOWLEDGED AND ACCEPTED THIS 19 DAY OF
October, 1995

JAMES H. PRIMES
D.B.A. PMC III

By 
James H. Primes

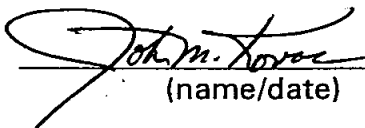
APPROVED AS TO FORM AND LEGALITY

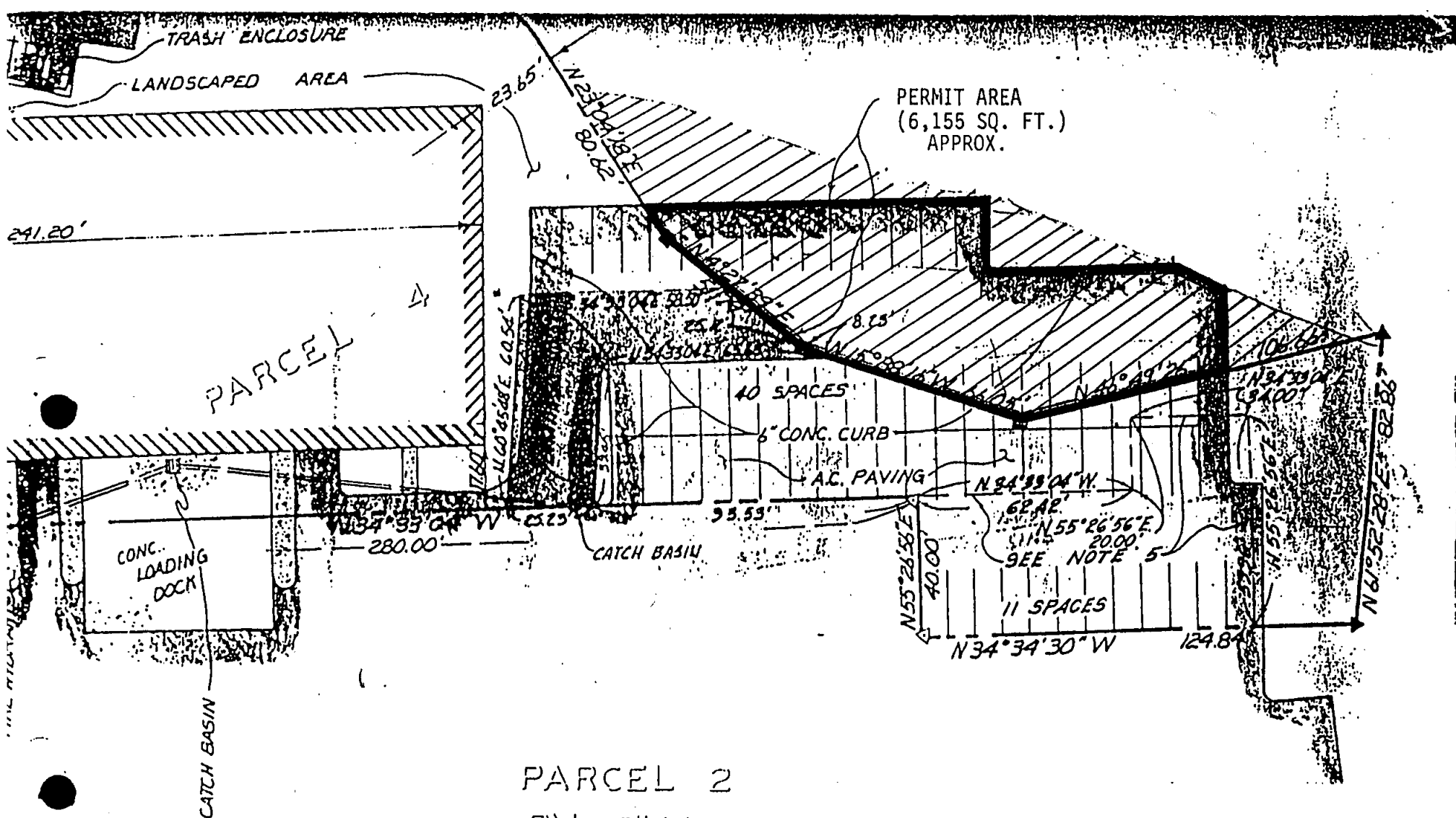
JOHN W. WITT, City Attorney

By 
Chief Deputy City Attorney

DEVELOPMENT AND ENVIRONMENTAL PLANNING

ENVIRONMENTAL CLEARANCE:

 SR PLANNER/EAS
(name/date) 11/14/95



PARCEL 2
PM. 7195

NOTES

- 1) AREAS: BUILDING 23,445 SQ. FT.
PARCEL 2.154 AC. 99,828 S.F.
- 2) TOTAL PARKING SPACES: 83

EXHIBIT A

(R-95-1940)

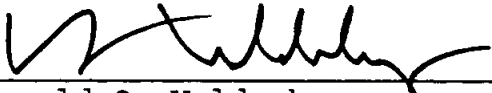
RESOLUTION NUMBER R- 286089

ADOPTED ON JUL 17 1995

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager be and he is hereby authorized and empowered to execute, for and on behalf of said City, a five-year permit agreement with James H. Primes, for a parking and storage lot on 0.14-acre of City-owned undeveloped Murphy Canyon Road right-of-way, being a portion of Segment 2 of State Highway Map No. 239, under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. RR- 286089.

APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Chief Deputy City Attorney

HOV:pev
06/28/95
Or.Dept:REA
R-95-1940
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