



THE CITY OF

SAN DIEGO

CITY ADMINISTRATION BUILDING • 202 C STREET • SAN DIEGO, CALIF. 92101

October 24, 1983

OFFICE OF THE
CITY MANAGER
236-6363

File: Property File N402-2 and
Permits - State of Calif./
Division of Transportation,
Lindberg Park, Eckstrom Ave. to
I-805

Donald A. Day
State of Calif./Dept. of Transportation
2829 Juan Street
San Diego, CA 92138

Dear Mr. Day:

Re: Right of Entry Permit - Portion of Lindberg Park, between Eckstrom Avenue
and I-805

Permission is hereby granted to State of California, Division of Transportation, hereinafter referred to as "Permittee," to enter upon the above-referenced City-owned property, as shown in red on the attached Exhibit A, upon the following terms and conditions:

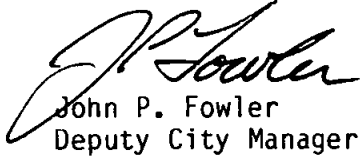
1. Permittee's use of the above-referenced property shall be limited to placing two conduits on the west boundary of the water easement within a three-foot area parallel to this line. The conduits will carry conductors for the purpose of ramp metering. In addition, an Encroachment Permit will be required for the use of the City right-of-way of Eckstrom Avenue as shown on Exhibit A and which Permit shall be attached hereto and made a part hereof.
2. No fee will be charged by the Permitter for the rights and privileges herein granted.
3. This permit shall be in effect upon acceptance by Permittee and shall be in force for an indeterminate period, provided that it may be terminated by either the Permitter or the Permittee by giving a thirty (30) day written notice to either party.
4. 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.

5. 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.
6. Permittee shall not use the premises in any manner which in the opinion of the City Manager creates a nuisance or disturbs the peace of persons in the surrounding area.
7. This permit is revocable at any time by the City of San Diego. 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.
8. Permittee recognizes and understands that this permit may create a possessory interest subject to property taxation and that the 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 the Permittee before becoming delinquent.
9. 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.
10. 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.
11. No signs shall be displayed on the premises without the prior written consent of the City Manager.
12. Maintenance of the premises shall be the sole responsibility of the Permittee during the entire term of this permit.
13. Upon completion of installation and later removal of conduits and cabinets on City Property (See Exhibit A), the Permittee shall promptly restore the area to its original appearance prior to the start of construction. Permittee must avoid mature trees and shrubs when possible. The controller cabinet and meter point cabinet should be located at the north end of the triangle "close to the freeway fencing," if feasible to do so.

Please acknowledge your agreement to the foregoing terms and conditions on the enclosed copy of this letter and return it to this office.

If you should require additional information or have any questions, please call Connie Romero, Property Agent, at 236-6191.

Very truly yours,

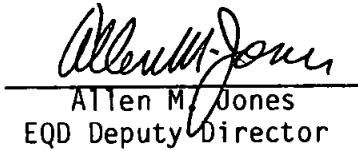

John P. Fowler
Deputy City Manager

JLS:CMR:sn:(2)D2

Attachments

cc: Auditor
Financial Management
County Assessor

VERIFIED FOR EXEMPTION


Allen M. Jones
EQD Deputy Director

APPROVED AS TO FORM AND LEGALITY BY:

JOHN W. WITT, City Attorney

By 
Deputy City Attorney

THE ABOVE IS ACKNOWLEDGED AND ACCEPTED THIS 26 DAY OF October, 1983.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

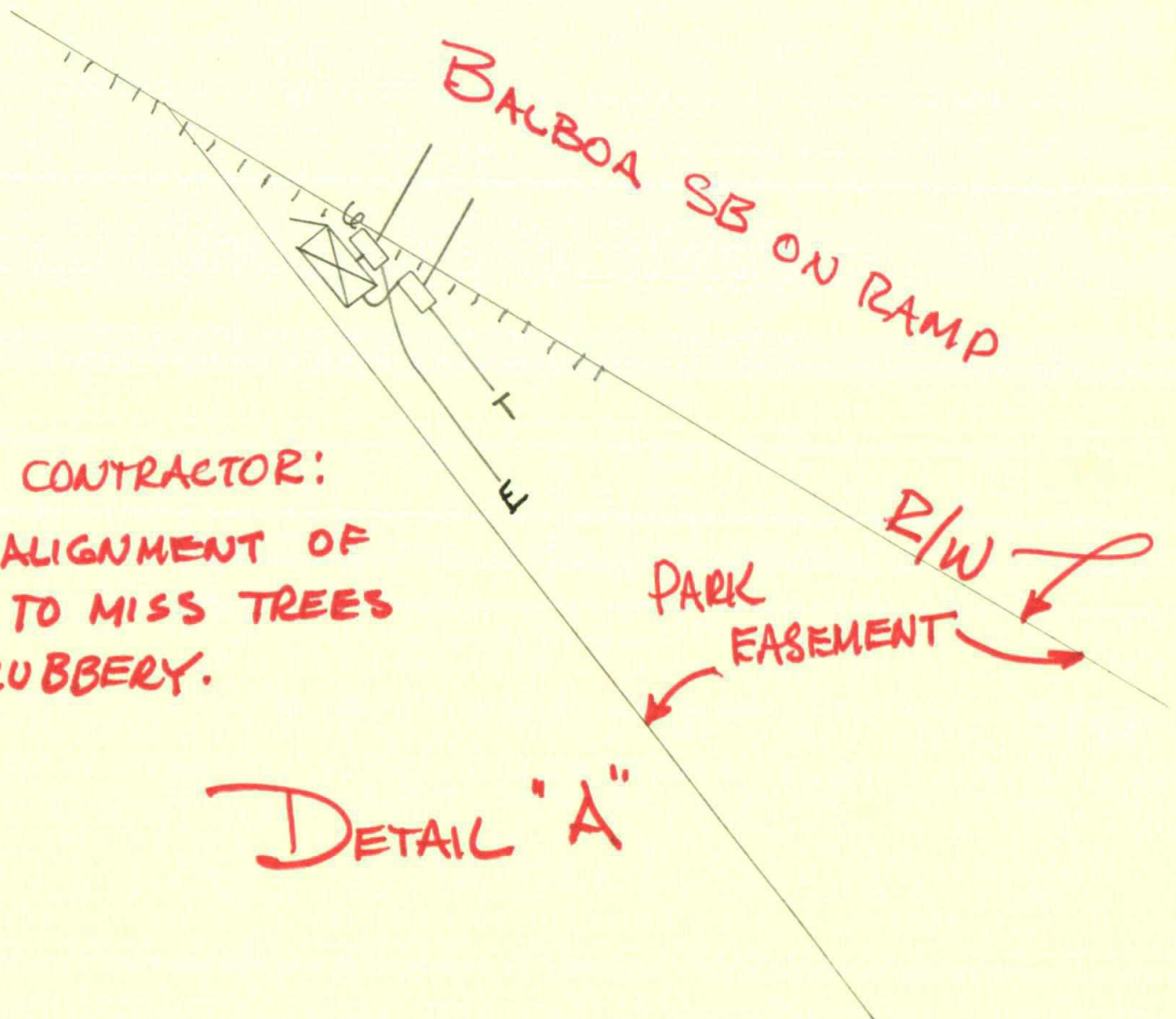
By 

By _____

11-SD-805

10/24/83

BY J.R.



NOTE TO CONTRACTOR:
VARY ALIGNMENT OF
CONDUIT TO MISS TREES
AND SHRUBBERY.

ATTACHMENT 2



THE CITY OF

SAN DIEGO

CITY ENGINEERING APPLICATION

JOB SITE	LOT	BLOCK	SUBDIVISION	UNIT
	JOB ADDRESS <u>ECKSTEIN AVE @ EDS VICINITY</u> <u>OF SB ON RAMP FROM HALBOM AVE</u>			
OWNER	NAME (OR NAME OF BUSINESS) <u>CALIF. DEPT. OF TRANSPORTATION</u>			
	MAILING ADDRESS (NUMBER) (STREET) <u>P.O. BOX 85406</u>			
CONTRACTOR	CITY <u>SAN DIEGO CALIF</u>		TELEPHONE NUMBER <u>619-237-6895</u>	
	NAME			
ADDRESS (NUMBER) (STREET)				
CITY				
TELEPHONE NUMBER				

I hereby certify that the information given is correct and that I am the owner, or duly authorized agent of the owner. I agree that any work performed will be done in accordance with City standards and specifications and/or other agreements and special conditions.

THIS PERMIT IS SUBJECT TO APPEAL WITHIN 15 DAYS OF ISSUANCE. IF AN APPEAL IS FILED, THIS PERMIT IS AUTOMATICALLY SUSPENDED.
(S.D. M.C. Sec. 62.0413)

Donald A Day by [Signature] 3-18-83

SIGNATURE (OWNER OR AGENT) CALIF. DEPT. OF TRANSPORTATION
AGENT FOR: 2829 JUAN ST. SAN DIEGO CA 92138
ADDRESS

DESCRIBE WORK TO BE DONE:

TWO CONDUITS WILL BE PLACED ON THE WEST BOUNDARY OF THE PARK ENSEMBLE WITHIN A THREE FOOT AREA PARALLEL TO THIS LINE. THE CONDUITS WILL CARRY CONDUCTORS FOR THE PURPOSE OF RAMP METERING. A CONTROLLER WILL BE

BLDG. INSPECTION PLAN FILE #

** NOTE **

NOTIFY S.D. POLICE DEPT. (236-6182) AT LEAST TWO WORKING DAYS IN ADVANCE OF ANY WORK WHICH MAY INTERFERE WITH NORMAL FLOW OF TRAFFIC.

PLACED IN THIS 3' AREA AT THE NORTH END. A METER POINT CABINET & A TELEPHONE TERMINATION CABINET WILL BE PLACED WITHIN THE STREET R/W AS SHOWN ON ATTACHED MAPS

SEE ALSO LTR FROM PARKS DEPT. EN.

NO FEE PERMIT REQUIRED FOR PORTION

DATE <u>10-26-83</u>	COORDINATE <u>239-1719</u>	PERMIT NO. <u>H 26917</u>
BOND AMOUNT \$ <u>WAIVED</u>		
☐ CASH ☐ SPECIFIC BOND ☐ OTHER		
BOND CO.		
** NOTE ** PROVIDE AND MAINTAIN PEDESTRIAN WALKWAYS AT ALL TIMES.		
CASHIER STAMP <u>EST 26 '83</u>		
CASH BOND TO BE RETURNED TO: NAME		
ADDRESS		
CITY, STATE, ZIP		
TYPE OF PERMIT	OTHER CLEARANCES REQUIRED	
PUBLIC IMPROVEMENT ☐	COASTAL COMMISSION ☐	
LAND DEVELOPMENT ☐	ENVIRONMENTAL QUALITY ☐	
ENCROACHMENT ☒	HILLSIDE REVIEW ☐	
STANDARD ☐	OTHER ☐	
ADDITIONAL COMMENTS		
PERMIT EXPIRATION DATE <u>N/A</u>		
PERMIT ISSUED BY: <u>Carla J. Steffen</u> DATE <u>10-26-83</u>		
FOR INSPECTION PHONE 236-5520; 24 HR. NOTICE IS REQUIRED.		
INSPECTOR'S SIGNATURE & DATES:		
1ST INSPECTION: (FORMS, ETC.) (SIGNATURE) (DATE)		
FINAL INSPECTION (SIGNATURE) (DATE)		
ESTIMATED VALUE: \$		
FUND & ACCT. NO.	TYPE OF FEE	AMOUNT
100 73650	PERMIT W.O. #20020	\$ - 0 -
63021 9022	CASH BOND	\$ -
63020 9022	PERMIT (deposit) W.O. #	\$ -
NO FEE		TOTAL FEES DUE: \$ - 0 -

OFFICE, AUDITOR, FIELD, APPLICANT