



THE CITY OF

SAN DIEGO

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

OFFICE OF THE
CITY MANAGER
236-6363

File: Job 14045

January 19, 1979

San Diego Pipeline Company
610 South Main Street
Los Angeles, CA 90014

Attn: Mr. R. R. McDaniel

Re: Right of Entry Permit - Portion of Lot 15, Montgomery Field Airport

Gentlemen:

Permission is hereby granted to San Diego Pipeline Company, hereinafter referred to as Permittee, to enter upon a portion of Lot 15, Montgomery Field Airport, as shown on the attached drawing, subject to the following terms and conditions:

1. Permittee's use of the above property shall be limited to the installation, construction, maintenance and operation of a pipeline for the transportation of refined petroleum products and other hydrocarbon substances, but expressly excepting and excluding propane, butane, natural gas and other gases.
2. This permit shall become effective upon receipt by the City of written acceptance by Permittee and shall continue on a month-to-month basis thereafter, terminating January 6, 2003, or upon the granting of a pipeline easement by the City to Permittee, whichever is sooner.
3. Consideration for this Permit shall be the relocation of the existing pipeline from a Portion of Lot 15, Montgomery Field Airport, to the Permit area and along the Aero Drive-Kearney Villa Road rights-of-way at Permittee's sole cost.
4. Permittee certifies that a policy of liability insurance in which "The City of San Diego" is named as an additional insured has been secured in an amount of not less than \$500,000 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.

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5. Permittee shall assume the defense of and indemnify and save the City of San Diego harmless from all claims, expenses and liability of every kind, nature and description, resulting in any manner from the use by Permittee of the property hereinabove described, and any condition arising out of said use, and any and all operations conducted thereon by Permittee which use, condition or operation occurs during the period of time Permittee occupies said property.

- J. R. Brown
01-31-79
6. 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, and agrees that such tax payment shall not reduce any rent due the City hereunder and agrees that any such tax shall be the liability of and be paid by the Permittee before becoming delinquent.
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 of the City of San Diego creates a nuisance or disturbs the quiet enjoyment of persons in the surrounding area.
9. This Permit is terminable at will by either party, subject to the provision that written notice be delivered to the opposite party thirty (30) days prior to the projected termination date. 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 of expense or loss which Permittee might incur as a result of termination of this Permit.
10. Upon revocation or other termination of this Permit, Permittee shall restore said premises to its original state, subject to the reasonable satisfaction of the City Manager and at no cost to the City.
11. This activity is exempt from CEQA pursuant to the General Rule, City EIR Guidelines, Section 3A (15037).

Please acknowledge your agreement to the foregoing terms and conditions by signing the enclosed copy of this letter and returning it to the Property Department, Montgomery Field, together with the required Certificate of Insurance.

Very truly yours,


John P. Fowler
Deputy City Manager

JPF/JLS/CAB:es

Enclosure

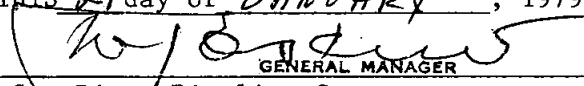
EXEMPTION VERIFIED:


James F Gleason

cc: Airports Manager
Montgomery Field Airport
Supervisor

THE ABOVE IS ACKNOWLEDGED AND ACCEPTED

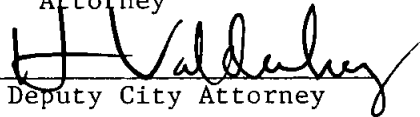
THIS 29 day of JANUARY, 1979.


GENERAL MANAGER
San Diego Pipeline Company

Approved as to form and legality

this 19 day of January, 1979.

JOHN W. WITT, City
Attorney

By 
Deputy City Attorney