



THE CITY OF

SAN DIEGO

PROPERTY 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 19, 1994

Files: Property File - 0902-1 AP 482-190-21

Permit File - Central

Job 921392

Metropolitan Transit
Development Board (MTDB)
1255 Imperial Avenue, Suite 1000
San Diego, Ca 92101-7490

MTDB Doc. No. L5153.0-94
CIP 403.6

Attention Bill Rose

Re: Right of Entry Permit - MTDB - Marshall Avenue - Santee Extension

The City of San Diego ("City") hereby grants permission to NPI* ("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 to construct the Santee LRT Extension grade slab for the El Monte Pipeline at Santee LRT-505 Crossing Arnele Station - El Cajon according to drawing No. CD-414 - 27231-1-D approved April 4, 1994 by Roger Graff, Deputy Director, Water Utilities Department.
2. Consideration to the City for granting this permit shall be the payment of a \$360 processing fee. The permanent easement for the facility shall be developed and approved by Water Utilities and by the City Council no later than May 1, 1995. On or before the permanent easement is approved by City Council City and MTDB shall enter into an Operation and Maintenance Agreement for joint use of the permit area.
3. This permit shall be in effect upon execution by City, NPI, MTDB and the payment to City of the \$360 processing fee. This right of entry shall automatically terminate on the date the City Council approves the permanent easement.
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 force for the duration of this permit. A certificate of

* NPI National Projects Incorporated

DIVE CITY
BRINGS US ALL TOGETHER

said insurance shall be filed with the City Real Estate Assets Department upon execution of this permit.

5. 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 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 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.
7. 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.
8. 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.
9. 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.
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. 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.

12. 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.
13. No signs shall be displayed on the permit area without the prior written consent of the City Manager.
14. Maintenance of the permit area shall be the sole responsibility of Permittee during the entire term of this permit. City shall be responsible for operation and maintenance of the El Monte Pipeline.
15. Permittee shall be responsible for the maintenance and cleanup of the permit area immediately following each day.
16. Grading and compaction operations shall be done in such a manner that the existing surface drainage pattern will not be detrimental to surrounding properties, and the final grades will not interfere with the existing flow pattern.
17. Irrigation of the permit area shall be the sole responsibility of Permittee during the entire term of this permit.
18. MTDB as Lead Agency EIR-89040515 has filed dated February 28, 1991.

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, together with your insurance certificate and check for \$360 made payable to the "City Treasurer," within 10 days from receipt hereof.

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

Very truly yours,



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

RJC:MAB:rc-j

Attachments

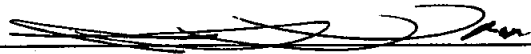
cc: County Assessor
Auditor
Financial Management

THE ABOVE IS ACKNOWLEDGED AND ACCEPTED THIS _____ DAY OF _____, 19____.

Permitee -
National Projects Incorporated

MTDB -

By Rob R. Grant

By 
Thomas F. Larwin, General Manager

Date 5-16-94

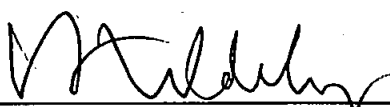
Date: 4-28-94

EAS CLEARANCE VERIFIED
BY:

APPROVED AS TO FORM AND LEGALITY

JOHN W. WITT, City Attorney


EAS Planner

By 
Chief Deputy City Attorney



Legal Description

A.P.N. 482-190-21

Job Number: 1210612-46a

October 13, 1993

Page 1 of 1

A parcel of land being in the City of El Cajon, County of San Diego, State of California, and being a portion of Lots 7 and 8 of Block 28 per Map 2122, filed in the Office of the County Recorder, in said county, in said state, more particularly described as follows:

COMMENCING at the centerline intersection of Marshall Avenue and Arnele Avenue as shown on R.O.S. Map 5484, filed in the Office of Said County Recorder; thence along the centerline of said Marshall Avenue North $0^{\circ}19'18''$ East (bearings are based on NAD 27 California State Plane Coordinate System) (North $0^{\circ}05'40''$ West per R.O.S. Map 5484) 230.99 feet to a point on the northeasterly prolongation of the southeasterly line as described in a Grant Deed to the City of San Diego recorded August 19, 1946 per Book 2214, Page 182, of Official Records; thence along said prolongation South $24^{\circ}33'42''$ West 60.89 feet to the **TRUE POINT OF BEGINNING**; thence along said southeasterly line South $24^{\circ}33'42''$ West 114.48 feet to a point being 72.00 feet westerly of and parallel with the centerline of said Marshall Avenue; thence along said parallel line North $0^{\circ}19'18''$ East 121.79 feet to the northwesterly line as described in said Grant Deed; thence along said northwesterly line North $24^{\circ}33'42''$ East 114.48 feet; thence South $0^{\circ}19'18''$ West 121.79 feet to the **TRUE POINT OF BEGINNING**.

Said parcel of land contains 5,724 square feet, more or less.

EXHIBIT 'B'

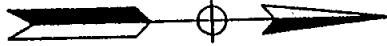
RASER

ENGINEERING, INC.

2191 EL CAMINO REAL, OCEANSIDE, CA. 92054 (619)722-3495

NOTE:

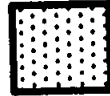
BOUNDARY FOR SUBJECT PROPERTY
ESTABLISHED FROM FIELD SURVEY
AND RECORD INFORMATION.



SCALE: 1" = 50'

AN ESMN'T FOR AQUEDUCT AND PIPE
PURPOSES, OF INDETERMINATE LOCATION,
IN FAVOR OF SAN DIEGO FLUME CO. PER
BK 92, PG 319 OF DEEDS.

LEGEND:



PROP. MTDB
FEE AREA

S.F. INDICATES
SQUARE FEET

MAP

BLOCK

LOT 8

LOT 7

23

SDG&E ELECTRIC POLE LINE
ESMN'T PER BK 4204, PG 425,
REC. 8-15-51.

APN: 482-190-21

MTDB FEE AREA:

5,724 S.F.

GRANT DEED PER
BK. 2214 PG. 182,
REC. 8-19-46.

EXIST. SEWER PIPELINE ESMN'T IN
BK 4388 PG 517 REC. 2-29-52

APN: 482-190-40



ARNELE AVE.

MARSHALL

AVENUE

MTDB



Metropolitan Transit Development Board
1255 Imperial Avenue, Suite 1000, San Diego, CA. 92101-7490 (619)231-1466

OWNERSHIP: CITY OF SAN DIEGO

ASSESSOR'S PARCEL NO.: 482-190-21

RECORDING REQUESTED AND

AFTER RECORDING MAIL TO:

Metropolitan Transit
Development Board
1255 Imperial Avenue
Suite 1000
San Diego, CA 92101-7490

NO TRANSFER TAX DUE

ABOVE SPACE FOR RECORDER'S USE

FOOTING EASEMENT

ASSESSOR'S PARCEL
NO. PTN. 482-190-21

NO RECORDING FEE REQUIRED;
THIS DOCUMENT EXEMPT FROM FEE
PURSUANT TO SECTION 6103 OF
CALIFORNIA GOVERNMENT CODE

The undersigned (hereinafter "Grantor") is the owner of that certain real property ("Property") described in Exhibit 1 attached hereto and incorporated herein by reference, the location of which is shown on the map attached hereto as Exhibit 2 and incorporated herein by reference. For a valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants to the Metropolitan Transit Development Board (hereinafter "Grantee") a perpetual easement and right-of-way for the construction, reconstruction and maintenance of a footing structure in support of a contiguous retaining wall and any and all appurtenants thereto, over, under, along and across the Property.

The Grantee agrees that it shall be responsible for the restoration of the premises to the condition existing prior to entry, as nearly as possible.

It is understood and agreed that the Grantor of this footing easement shall not be held liable for any damage to equipment or injury to personnel of said Grantee, its agent(s), or employees, resulting from the Grantee's use of said footing easement.

Grantor covenants and agrees for itself and its successors and assigns not to remove all or any portion of said footing structure or to disturb the structural integrity of said footing structure or construct any structure that would be connected to or become an appendage to said footing or contiguous retaining wall or other support structure.

There is reserved to the Grantor, its successors and assigns, the right and privilege to use the surface of the above-described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.

The rights and obligations contained herein shall inure to the benefit of and be binding upon the successors-in-interest, agents, employees, assigns, and transferees of the parties hereto.

WITNESS WHEREOF, the Grantor has caused this Footing Easement to be executed as of the date indicated below.

OWNERS:

Dated: _____, 1993

Dated: _____, 1993

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

On _____, 1993, before me, _____
_____, personally appeared, _____
_____ () personally known to me or () proved to
me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)



Legal Description

Footing Easement

A.P.N. 482-190-21

Job Number: 1210612-46c

October 13, 1993

Page 1 of 1

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Said parcel of land contains 731 square feet, more or less.

EXHIBIT 'B'

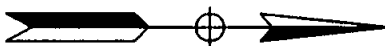
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ESMN'T AREA

S.F. INDICATES
SQUARE FEET

APN: 482-190-22

MAP

BLOCK

LOT 8

LOT 7

23

SDG&E ELECTRIC POLE LINE
ESMN'T PER BK 4204, PG 425,
REC. 8-15-51.

APN: 482-190-21
**FOOTING EASEMENT
AREA: 731 S.F.**
GRANT DEED PER
BK. 2214 PG. 182,
REC. 8-119-46.

EXIST. SEWER PIPELINE ESMN'T IN
BK 4388 PG 517 REC. 2-29-52

APN: 482-190-40



ARNELE AVE.

EXIST. SEWER PIPELINE ESMN'T IN
BK 4388 PG 517 REC. 2-29-52

N 0°19'18" E 230.99'
(N 0°05'40" W PER ROS 5484)

MARSHALL

AVENUE

MTDB



Metropolitan Transit Development Board

1255 Imperial Avenue, Suite 1000, San Diego, CA. 92101-7490 (619)231-1466

OWNERSHIP: CITY OF SAN DIEGO

ASSESSOR'S PARCEL NO.: 482-190-21