



THE CITY OF

SAN DIEGO

CITY OPERATIONS BUILDING • 1222 FIRST AVENUE, M.S. 503
SAN DIEGO, CALIFORNIA 92101-4155

PROPERTY
DEPARTMENT
(619) 236-6020

June 28, 1985

File: Property File P310-2 and
Permits - Harbor Investments Co.

Mr. Benjamin E. Polak
Harbor Investments Co.
P.O. Box 5010
La Mesa, CA 92041-0104

Dear Mr. Polak:

Re: Right of Entry Permit - Portion of Pueblo Lot 1101, Assessor's Parcel
436-540-07, Western Division Police Substation

Permission is hereby granted to Harbor Investments Co., hereinafter referred to as "Permittee," to enter upon the above-referenced City-owned property, consisting of a three-foot-wide strip of land as shown in red on the attached Exhibit "A," upon the following terms and conditions:

1. Permittee's use of the above property shall be limited to City-approved landscaping and installation of a sprinkler system. All materials and labor furnished throughout the term of this permit shall be at no expense to City.
2. Consideration for the granting of this permit shall be the mutual benefits to be derived therefrom.
3. This permit shall be in effect upon the date of execution hereof by Permittee and shall continue on a month-to-month basis thereafter until terminated pursuant to Section 8 hereinbelow.
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, 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.
5. 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

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manner from the use or condition of said property and any and all operations conducted thereon by Permittee.

6. 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.
7. 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.
8. This permit is revocable at any time by either party upon 30 days' 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.
9. 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 consideration paid the City of San Diego hereunder and that such tax shall be paid by the Permittee before becoming delinquent.
10. 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.
11. Upon termination of this permit, the City Manager may require Permittee to repair and/or restore the premises to their original condition to the City's satisfaction and at Permittee's sole cost.
12. 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.
13. No signs shall be displayed on the premises without the prior written consent of the City Manager.
14. Maintenance of the premises, including irrigation, shall be the sole responsibility of the 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 to the Property Department along with your insurance certificate 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,

for Coleman Conrad
John P. Fowler
Deputy City Manager

JPF:PTC:baa(1)

Attachments

cc: Auditor
Financial Management
County Assessor

VERIFIED FOR EXEMPTION

for *Diana Dugan*
Diana Dugan
EQD Deputy Director

APPROVED AS TO FORM AND LEGALITY BY:

JOHN W. WITT, City Attorney

By *W. Witt*
Deputy City Attorney

THE ABOVE IS ACKNOWLEDGED AND ACCEPTED THIS 16th DAY OF July, 1985.

HARBOR INVESTMENTS CO.

By *Dennis T. [Signature]*
By *Myron [Signature]*

NOT TO SCALE

SCALE: 1" = 100'

