



Real Estate Assets Department
SDC003

Southern California Edison (SCE)
Q 334 RD - 003 - A00

Document Type

LEGAL DOCUMENTS



32

Sub - Category

AGREEMENTS



CITY OF SAN DIEGO RIGHT OF ENTRY PERMIT

THIS CITY OF SAN DIEGO RIGHT OF ENTRY PERMIT (Permit) is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation (CITY), and SOUTHERN CALIFORNIA EDISON, a California Corporation (PERMITTEE), to be effective as of the commencement date of the Term as set forth in paragraph 3 of the Permit (Effective Date) after execution by CITY, when signed by the parties and approved by the San Diego City Attorney as follows:

RECITALS

- A. CITY is the owner of certain real property (City Property) known as Presidio Hills Golf Course located at 4136 Wallace Street, San Diego, CA 92110 which is held under a Lease (Lease) to Justine D. Lee (LESSEE) pursuant to City Document No. RR-289685 filed in the office of the City Clerk February 2, 1998, which was assigned to LESSEE per the Agreement for the Assignment of the Lease and Asset Purchase Agreement dated August 16, 2010.
- B. PERMITTEE in collaboration with Dr. Tom Rockwell of San Diego State University, Monte Murbach of Murbach Geotech, and others is conducting research on the seismic activity of the Newport-Inglewood/Rose Canyon (NI/RC) Fault System along southern California's coast in order to understand future potential seismic hazards and to better understand the significance and potential impacts that an earthquake on the Rose Canyon Fault would have on southern California.
- C. The Rose Canyon Fault appears to traverse City Property which is one of few locations along the onshore portions of the NI/RC/Fault System that is still accessible for collection of the shallow subsurface data that is necessary to define the recent seismic history of the Fault and better understand its future potential seismic hazards.
- D. PERMITTEE requested permission to investigate the Rose Canyon portion of this fault system where it crosses through City Property using a phased approach. The first phase involved conducting twelve (12) cone penetration tests (CPT). If fault traces of the Rose Canyon Fault were found on City Property, PERMITTEE would request a second phase of investigations involving trenching. The CPT data ensures that the possible future trenches are located in the most productive area minimizing possible future trenching.
- E. CITY and PERMITTEE entered into a Right of Entry Permit (Permit) effective August 14, 2012 to conduct the first phase CPT testing. The CPT's were completed on September 12, 2012. The data obtained from the CPT's identified two locations where the Rose Canyon Fault is likely to be present in the subsurface. PERMITTEE is requesting to conduct a second phase of work which entails the backhoe excavation and logging of two geologic trenches at the Presidio Golf Course (See attached Exhibit A) which will help quantify the seismic hazard and potential impacts that an earthquake on the Rose Canyon Fault would have on southern California.

- F. PERMITTEE will enter City Property for purposes of archaeological screening, geologic trench excavation and logging and geologic trench backfill, compaction and site restoration staging and storing metal planks as further described on the attached Exhibit B for the collection of subsurface data in order to define recent seismic history and understand potential future seismic hazards associated with Rose Canyon Fault.
- G. Under the applicable terms and conditions of this Permit and subject to the execution of a Consent to Right of Entry Permit Issuance (Consent) by LESSEE and the terms and conditions of said Consent, CITY shall allow PERMITTEE access to the Permit Area (See attached Exhibit A) for the sole purpose of geologic investigations and staging as shown on the locations marked on Exhibit A on City Property and taking any and all necessary action to restore the City Property to its condition prior to such use at PERMITTEE's sole cost and expense.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged, the parties agree as follows:

1. Right to Enter. Subject to the terms and conditions of this Permit and the Consent, CITY hereby grant permission to PERMITTEE, its employees, agents, contractors, and invitees to enter upon the Permit Area solely for the purpose geologic trenching on the attached Exhibit A and taking any and all necessary action to restore the City Property to its condition prior to such use (the Permit Use). The Permit Use shall be in compliance with the attached Scope of Work (Exhibit B) and for no other purpose whatsoever. PERMITTEE shall at its sole cost and expense restore the Permit Area to its original condition to the satisfaction of CITY.
2. Use of Permit Area. PERMITTEE may use the Permit Area on a non-exclusive basis solely for the purposes of the Permit Use. PERMITTEE shall obtain any and all related permits and comply with any and all applicable environmental laws, rules and regulations related to the Permit Use.
 - 2.1 Cal/OSHA. PERMITTEE and its employees, agents, contractors, and invitees shall comply at all times with the health and safety requirements Title 8 of the California Code of Regulations, as such regulations are enforced by the State of California Division of Occupational Safety and Health (also known as Cal/OSHA).
 - 2.2 Notification and Approval by LESSEE. PERMITTEE shall meet with LESSEE to obtain LESSEE's approval regarding the dates, times, and locations on which PERMITTEE may conduct any of the Permit Use, provided that the dates, times, and locations agreed upon by PERMITTEE and LESSEE must be consistent with the terms and conditions of this Permit. PERMITTEE shall provide at least 24-hour written notice to LESSEE prior to commencement of entrance onto or any work to be done within the Permit Area.

- F. PERMITTEE will enter City Property for purposes of archaeological screening, geologic trench excavation and logging and geologic trench backfill, compaction and site restoration staging and storing metal planks as further described on the attached Exhibit B for the collection of subsurface data in order to define recent seismic history and understand potential future seismic hazards associated with Rose Canyon Fault.
- G. Under the applicable terms and conditions of this Permit and subject to the execution of a Consent to Right of Entry Permit Issuance (Consent) by LESSEE and the terms and conditions of said Consent, CITY shall allow PERMITTEE access to the Permit Area (See attached Exhibit A) for the sole purpose of geologic investigations and staging as shown on the locations marked on Exhibit A on City Property and taking any and all necessary action to restore the City Property to its condition prior to such use at PERMITTEE's sole cost and expense.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged, the parties agree as follows:

1. Right to Enter. Subject to the terms and conditions of this Permit and the Consent, CITY hereby grant permission to PERMITTEE, its employees, agents, contractors, and invitees to enter upon the Permit Area solely for the purpose geologic trenching on the attached Exhibit A and taking any and all necessary action to restore the City Property to its condition prior to such use (the Permit Use). The Permit Use shall be in compliance with the attached Scope of Work (Exhibit B) and for no other purpose whatsoever. PERMITTEE shall at its sole cost and expense restore the Permit Area to its original condition to the satisfaction of CITY.
2. Use of Permit Area. PERMITTEE may use the Permit Area on a non-exclusive basis solely for the purposes of the Permit Use. PERMITTEE shall obtain any and all related permits and comply with any and all applicable environmental laws, rules and regulations related to the Permit Use.
 - 2.1 Cal/OSHA. PERMITTEE and its employees, agents, contractors, and invitees shall comply at all times with the health and safety requirements Title 8 of the California Code of Regulations, as such regulations are enforced by the State of California Division of Occupational Safety and Health (also known as Cal/OSHA).
 - 2.2 Notification and Approval by LESSEE. PERMITTEE shall meet with LESSEE to obtain LESSEE's approval regarding the dates, times, and locations on which PERMITTEE may conduct any of the Permit Use, provided that the dates, times, and locations agreed upon by PERMITTEE and LESSEE must be consistent with the terms and conditions of this Permit. PERMITTEE shall provide at least 24-hour written notice to LESSEE prior to commencement of entrance onto or any work to be done within the Permit Area.

3. Term. The term of this Permit (Term) shall commence on October 31, 2012, and shall expire on December 31, 2012.
4. Revocable License. This Permit is not a lease. It is a non-exclusive license to use the Permit Area, and may be revoked at will by CITY, in its sole discretion. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a result of such revocation or the termination of this Permit. PERMITTEE expressly waives any claim for expense or loss which PERMITTEE might incur as a result of CITY's termination of this Permit. CITY may at all times enter upon the Permit Area subject to the terms and conditions of the Lease.
5. Permit Fee. As consideration for this Permit, PERMITTEE shall provide the CITY with a copy of any and all report findings. CITY shall not charge PERMITTEE any monetary fee for this Permit.
6. CITY's Consent, Discretion. Whenever required under this Permit, CITY's consent or approval shall mean the written consent or approval of the Mayor of San Diego, or his or her designee (Mayor), unless otherwise expressly provided. CITY'S discretionary acts hereunder shall be made in the Mayor's discretion, unless otherwise expressly provided.
7. Governmental Approvals. By entering into this Permit, neither CITY nor CITY's City Council is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to the Permit Area or PERMITTEE's use of the Permit Area. Discretionary action includes but is not limited to re-zonings, variances, environmental clearances, or any other governmental agency approvals which may be required for the PERMITTEE's use of the Permit Area.
8. Hazardous Substances. PERMITTEE shall not allow the installation or release of hazardous substances in, on, under, or from the Permit Area or the City Property. PERMITTEE and PERMITTEE's agents and contractors shall not store, utilize, or sell any hazardous substance on the Permit Area or the City Property without CITY'S prior written consent. For the purposes of this provision, a release shall include but not be limited to any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" shall mean those hazardous substances listed by the Environmental Protection Agency in regularly released reports and any other substances incorporated into the State of California's list of hazardous substances. A copy of the presently effective EPA and the State lists is on file in the Office of the City Clerk as Document No. 769704 and by this reference is incorporated into this Lease.
 - 8.1 Remediation. If PERMITTEE'S occupancy, use, development, maintenance, or restoration of the Permit Area results in a release of a hazardous substance, PERMITTEE shall pay all costs of remediation and removal of the hazardous substance in accordance with all applicable laws, rules, and regulations of governmental authorities.

- 8.2 Indemnity. PERMITTEE shall protect, defend, indemnify, and hold CITY and LESSEE harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from PERMITTEE'S occupancy, use, development, maintenance, or restoration of the Permit Area, including but not limited to costs of environmental assessments, costs of remediation and removal, any necessary response costs, damages for injury to natural resources or the public, and costs of any health assessment or health effect studies.
- 8.3 Notice of Release. If PERMITTEE knows or has reasonable cause to believe that a hazardous substance has been released on or beneath the Permit Area or the City Property, PERMITTEE shall immediately notify CITY and deliver a written report thereof to CITY within three (3) days of receipt of the knowledge or cause for belief. If PERMITTEE knows or has reasonable cause to believe that such substance is an imminent and substantial danger to public health and safety, PERMITTEE shall take all actions necessary to alleviate the danger. PERMITTEE shall notify CITY immediately of any notice of violation received or initiation of environmental actions or private suits related to the Permit Area or the City Property.
- 8.4 Environmental Assessment. Upon reasonable cause to believe that PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area or the City Property (PERMITTEE's Operations), resulted in any hazardous substance being released on or beneath the Permit Area or the City Property, CITY may cause an environmental assessment of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. The environmental assessment shall be obtained at PERMITTEE's sole cost and expense, and shall establish what, if any, hazardous substances have more likely than not been caused by PERMITTEE's Operations on, in, or under the Permit Area or the City Property, and in what quantities. If any such hazardous substances exist in quantities greater than allowed by city, county, state, or federal laws, statutes, ordinances, or regulations, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect compliance with those laws or statutes, and estimates of the cost of such remediation or removal. PERMITTEE shall cause, or if PERMITTEE fails to do so within a reasonable period of time, CITY may cause, the remediation and/or removal recommended in the environmental assessment such that compliance with environmental law is achieved, and PERMITTEE shall pay all costs and expenses therefor.
9. Noninterference. PERMITTEE shall not interfere with the use, operations, and activities by CITY or LESSEE on the City Property, and PERMITTEE shall use such routes and follow such procedures on the City Property as shall result in the least damage and inconvenience to CITY, LESSEE, and other users of the City Property.

- 8.2 Indemnity. PERMITTEE shall protect, defend, indemnify, and hold CITY and LESSEE harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from PERMITTEE'S occupancy, use, development, maintenance, or restoration of the Permit Area, including but not limited to costs of environmental assessments, costs of remediation and removal, any necessary response costs, damages for injury to natural resources or the public, and costs of any health assessment or health effect studies.
- 8.3 Notice of Release. If PERMITTEE knows or has reasonable cause to believe that a hazardous substance has been released on or beneath the Permit Area or the City Property, PERMITTEE shall immediately notify CITY and deliver a written report thereof to CITY within three (3) days of receipt of the knowledge or cause for belief. If PERMITTEE knows or has reasonable cause to believe that such substance is an imminent and substantial danger to public health and safety, PERMITTEE shall take all actions necessary to alleviate the danger. PERMITTEE shall notify CITY immediately of any notice of violation received or initiation of environmental actions or private suits related to the Permit Area or the City Property.
- 8.4 Environmental Assessment. Upon reasonable cause to believe that PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area or the City Property (PERMITTEE's Operations), resulted in any hazardous substance being released on or beneath the Permit Area or the City Property, CITY may cause an environmental assessment of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. The environmental assessment shall be obtained at PERMITTEE's sole cost and expense, and shall establish what, if any, hazardous substances have more likely than not been caused by PERMITTEE's Operations on, in, or under the Permit Area or the City Property, and in what quantities. If any such hazardous substances exist in quantities greater than allowed by city, county, state, or federal laws, statutes, ordinances, or regulations, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect compliance with those laws or statutes, and estimates of the cost of such remediation or removal. PERMITTEE shall cause, or if PERMITTEE fails to do so within a reasonable period of time, CITY may cause, the remediation and/or removal recommended in the environmental assessment such that compliance with environmental law is achieved, and PERMITTEE shall pay all costs and expenses therefor.
9. Noninterference. PERMITTEE shall not interfere with the use, operations, and activities by CITY or LESSEE on the City Property, and PERMITTEE shall use such routes and follow such procedures on the City Property as shall result in the least damage and inconvenience to CITY, LESSEE, and other users of the City Property.

10. Property Damage. PERMITTEE shall pay at its sole cost and expense for any and all damage to the City Property and the personal property of CITY and/or LESSEE on the City Property, and the personal property of third parties on the City Property resulting from PERMITTEE'S exercise of the rights granted by this Permit. PERMITTEE shall promptly repair and restore to its original condition all such property.
11. Signs. No signs may be displayed on the Permit Area without CITY'S prior written consent.
12. Maintenance of the Permit Area. PERMITTEE shall maintain the Permit Area, at PERMITTEE'S sole cost and expense and to CITY'S satisfaction, in a decent, safe, healthy and sanitary condition.
13. Inspection. CITY may, at any and all times, enter and inspect the Permit Area.
14. Restoration. Immediately upon the expiration or earlier termination of this Permit, PERMITTEE shall promptly remove any and all improvements it installed in, on, under, or above the Permit Area and restore the Permit Area to its original condition, all at PERMITTEE'S sole cost and expense. PERMITTEE shall comply with any and all applicable County and State laws regarding well abandonment.
15. Indemnification. PERMITTEE shall protect, defend, indemnify, and hold CITY and/or LESSEE, their elected officials, officers, representatives, agents, 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 or LESSEE's officers, employees, agents, contractors, and invitees, which arise out of or are in any manner directly or indirectly connected with this Permit or PERMITTEE'S occupancy, use, development, maintenance, or restoration of the Permit Area or the City Property, and all expenses of investigating and defending against same, including without limitation attorney fees and costs; provided, however, that PERMITTEE'S duty to indemnify and hold harmless shall not include any liability arising from the established gross negligence, or sole willful misconduct of CITY, its elected officials, officers, representatives, agents and employees. CITY and/or LESSEE may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY and/or LESSEE choose at their own election to conduct their own defense, participate in their own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, PERMITTEE shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs.
16. Taxes. PERMITTEE shall pay at its sole cost and expense any and all taxes, charges, and use fees levied by any governmental agency against PERMITTEE or against any of the City Property as a result of PERMITTEE'S occupancy, use, development, maintenance, or restoration of the Permit Area.
17. Encumbrances. PERMITTEE shall keep the City Property free from all encumbrances and liens of any nature which arise out of or are in any manner directly or indirectly

connected with this Permit or PERMITTEE'S use of the Permit Area. PERMITTEE shall protect, defend, indemnify, and hold CITY and LESSEE harmless from and against any and all such encumbrances and/or liens, and from and against any claim, liability, cost or expense, including without limitation all attorney fees and costs, relating to or charged against the City Property, including without limitation PERMITTEE's failure or the failure of any contractor or subcontractor hired by PERMITTEE to pay any person or persons referred to in Section 3181 of the California Civil Code or other applicable sections thereof.

18. PERMITTEE'S Risk. PERMITTEE shall bear any and all risks and liability arising out of or in any manner directly or indirectly connected with PERMITTEE's use of the Permit Area and any damages to the improvements on, under, or in the vicinity of the City Property resulting directly or indirectly thereby.
19. Insurance. PERMITTEE shall obtain and maintain at all times during the Term the following insurance and relevant endorsement certificates at its sole cost and expense:
 - 19.1 Insurance. PERMITTEE shall not begin any work under the Permit until it has:
 - (a) obtained, and provided to the City, insurance and relevant endorsement certificates reflecting evidence of all insurance required below; however, the City reserves the right to request, and PERMITTEE shall submit, copies of any policy upon reasonable request by the City;
 - (b) obtained City approval of each insurance company or companies; and
 - (c) confirmed that all policies contain the specific provisions required below. PERMITTEE's liabilities, including but not limited to PERMITTEE's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Permit and PERMITTEE's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Permit may be treated by CITY as a material breach of Permit. PERMITTEE shall not modify any policy or endorsement thereto which increases the CITY's exposure to loss for the duration of this Permit.
 - 19.1.2 Types of Insurance. At all times during the term of this Permit, PERMITTEE shall maintain insurance coverage as follows:
 - (a) Commercial General Liability. Commercial General Liability (CGL). Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$3 million per occurrence and subject to an annual aggregate of \$3 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

connected with this Permit or PERMITTEE'S use of the Permit Area. PERMITTEE shall protect, defend, indemnify, and hold CITY and LESSEE harmless from and against any and all such encumbrances and/or liens, and from and against any claim, liability, cost or expense, including without limitation all attorney fees and costs, relating to or charged against the City Property, including without limitation PERMITTEE's failure or the failure of any contractor or subcontractor hired by PERMITTEE to pay any person or persons referred to in Section 3181 of the California Civil Code or other applicable sections thereof.

18. PERMITTEE'S Risk. PERMITTEE shall bear any and all risks and liability arising out of or in any manner directly or indirectly connected with PERMITTEE's use of the Permit Area and any damages to the improvements on, under, or in the vicinity of the City Property resulting directly or indirectly thereby.

19. Insurance. PERMITTEE shall obtain and maintain at all times during the Term the following insurance and relevant endorsement certificates at its sole cost and expense:

19.1 Insurance. PERMITTEE shall not begin any work under the Permit until it has: (a) obtained, and provided to the City, insurance and relevant endorsement certificates reflecting evidence of all insurance required below; however, the City reserves the right to request, and PERMITTEE shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. PERMITTEE's liabilities, including but not limited to PERMITTEE's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Permit and PERMITTEE's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Permit may be treated by CITY as a material breach of Permit. PERMITTEE shall not modify any policy or endorsement thereto which increases the CITY's exposure to loss for the duration of this Permit.

- 19.1.2 Types of Insurance. At all times during the term of this Permit, PERMITTEE shall maintain insurance coverage as follows:

(a) Commercial General Liability. Commercial General Liability (CGL). Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$3 million per occurrence and subject to an annual aggregate of \$3 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

(b) Commercial Automobile Liability. For all of PERMITTEE's automobiles including owned, hired and non-owned automobiles, PERMITTEE shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

(c) Workers' Compensation. For all of PERMITTEE's employees who are subject to this Permit and to the extent required by applicable state or federal law, PERMITTEE shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and PERMITTEE shall provide an endorsement that the insurer waives the right of subrogation against CITY and/or LESSEE and their respective elected officials, officers, employees, agents and representatives.

19.1.3 Deductibles. All deductibles on any policy shall be the responsibility of PERMITTEE and shall be disclosed to the CITY at the time the evidence of insurance is provided.

19.1.4 Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by this Permit or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the CITY.

CITY will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

19.1.5 Required Endorsements. The following endorsements to the policies of insurance are required to be provided to CITY before any work is initiated under this Permit.

Commercial General Liability Insurance Endorsements

(a) Additional Insured. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed pursuant to a separate endorsement [CG2010 (11/85) or equivalent form] to include as an Insured Justine Lee and the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations

performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

- (b) Primary and Non-Contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of s PERMITTEE's insurance and shall not contribute to it.
- (c) Severability of Interest. The policy or policies must be endorsed to provide that the PERMITTEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

Automobile Liability Insurance Endorsements

- (a) Additional Insured. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured Justine Lee and the City of San Diego and their respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the PERMITTEE. Severability Of Interest. The policy or policies must be endorsed to provide that PERMITTEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

Worker's Compensation Insurance Endorsements

- (a) Waiver Of Subrogation. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against LESSEE and CITY and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for CITY.
- 19.2 Accident Reports. PERMITTEE shall report to CITY and LESSEE any accident causing any property damage or any serious injury to persons on the Permit Area or on City Property. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witness, and other pertinent information.
- 19.3 Failure to Comply. If PERMITTEE fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, CITY may obtain the insurance. PERMITTEE shall reimburse CITY for the premiums paid, with interest at the maximum allowable legal rate then in effect in California. CITY shall notify PERMITTEE of such payment of premiums within thirty (30) days of payment

performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

- (b) Primary and Non-Contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of s PERMITTEE's insurance and shall not contribute to it.
- (c) Severability of Interest. The policy or policies must be endorsed to provide that the PERMITTEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

Automobile Liability Insurance Endorsements

- (a) Additional Insured. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured Justine Lee and the City of San Diego and their respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the PERMITTEE. Severability Of Interest. The policy or policies must be endorsed to provide that PERMITTEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

Worker's Compensation Insurance Endorsements

- (a) Waiver Of Subrogation. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against LESSEE and CITY and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for CITY.
- 19.2 Accident Reports. PERMITTEE shall report to CITY and LESSEE any accident causing any property damage or any serious injury to persons on the Permit Area or on City Property. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witness, and other pertinent information.
- 19.3 Failure to Comply. If PERMITTEE fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, CITY may obtain the insurance. PERMITTEE shall reimburse CITY for the premiums paid, with interest at the maximum allowable legal rate then in effect in California. CITY shall notify PERMITTEE of such payment of premiums within thirty (30) days of payment

stating the amount paid, the name (s) of the insurer (s), and rate of interest. PERMITTEE shall pay such reimbursement and interest on the first (1st) day of the month following CITY's notice. Notwithstanding any other provision of this Permit, if PERMITTEE fails or refuses to obtain or maintain insurance as required by this Permit, or fails to provide proof of insurance, CITY may terminate this Permit immediately upon such breach. Upon such termination, PERMITTEE shall immediately cease its use of the Permit Area and commence and diligently pursue the removal of property from the Permit Area.

20. Compliance with Law. PERMITTEE shall, at its sole cost and expense, comply with all laws and 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 and PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area or the City Property.
21. No Discrimination. PERMITTEE shall not 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.
22. Waiver. CITY's failure to insist upon the strict performance of any of PERMITTEE's obligations under this Permit, in one or more instance, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. The property constituting the Permit Area is publicly-owned and held in trust for the benefit of CITY's citizens. CITY's failure to discover a breach of any obligation of this Permit or to take prompt action to require the cure of any such breach shall not result in an equitable estoppel, but CITY may at any and all times require the cure of any such breach.
23. Survival. Any obligation which accrues under this Permit prior to its expiration or termination shall survive such expiration or termination.
24. Entire Permit. This Permit contains the entire agreement between the parties relating to the rights granted hereby and the obligations assumed herein. No modification of this Permit shall be valid unless in writing and signed by the party to be charged.
25. Water Quality Assurances: PERMITTEE shall comply with all applicable requirements of the National Pollutant Discharge Elimination System ("NPDES") Permit No. R9-2007-0001 in force when this permit takes effect, and with any NPDES permit which succeeds R9-2007-0001. PERMITTEE shall comply with San Diego Municipal Code Chapter 4, Article 3, Division 3 (Stormwater Management and Discharge Control), as amended from time to time. Compliance shall include implementing "Best Management Practices" to control and prevent discharge of "Pollutants," including waste, debris, and sediment, into "Storm Water Conveyance System" to the "Maximum Extent Practicable," as those terms are defined in the San Diego Municipal Code. "Best Management

Practices" shall include: 1) applying effective soil erosion control practices for areas of soil and vegetation disturbance; (2) applying effective sediment control practices down slope of areas of soil and vegetation disturbance; (3) covering or otherwise protecting materials that are stored on-site; and (4) carefully controlling application of fertilizers and pesticides. In addition to the foregoing, PERMITTEE shall comply with any and all water quality assurance requirements set forth in any applicable permit issued to PERMITTEE for any work set forth in the Permit.

26. Notices. Any notice, request, payment, demand, or other communication required or permitted to be given under this Permit shall be in writing and deemed received upon personal service, delivery by a reputable overnight service with receipt signature required, or delivery by United States mail, return receipt requested, postage prepaid, and addressed to the parties as follows:

CITY: THE CITY OF SAN DIEGO
Real Estate Assets Department
Attention: James F. Barwick, Director
1200 Third Avenue, Suite 1700 (MS 51A)
San Diego, California 92101

LESSEE: JUSTINE D. LEE
1294 Dawson Drive
Chula Vista, California 91911

PERMITTEE: SOUTHERN CALIFORNIA EDISON, INC.
George Murray, Nuclear Strategic Projects/Manager
P.O. Box 128 SONGS
San Clemente, CA 92672

27. Authority. Each individual executing this Permit on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Permit on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Permit is binding upon such person or entity in accordance with its terms. Each person executing this Permit on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid and that such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.
28. Exhibits Incorporated. Exhibits A and B, including Sheets 1-3 referenced by said exhibits as well as the Consent executed by LESSEE shall be incorporated as part of this Permit as though fully set forth herein.

Practices” shall include: 1) applying effective soil erosion control practices for areas of soil and vegetation disturbance; (2) applying effective sediment control practices down slope of areas of soil and vegetation disturbance; (3) covering or otherwise protecting materials that are stored on-site; and (4) carefully controlling application of fertilizers and pesticides. In addition to the foregoing, PERMITTEE shall comply with any and all water quality assurance requirements set forth in any applicable permit issued to PERMITTEE for any work set forth in the Permit.

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Chula Vista, California 91911

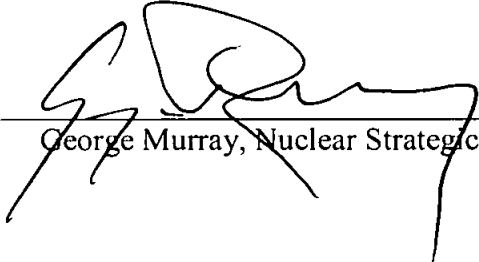
PERMITTEE: SOUTHERN CALIFORNIA EDISON, INC.
George Murray, Nuclear Strategic Projects/Manager
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28. Exhibits Incorporated. Exhibits A and B, including Sheets 1-3 referenced by said exhibits as well as the Consent executed by LESSEE shall be incorporated as part of this Permit as though fully set forth herein.

IN WITNESS WHEREOF, this Permit is executed to be effective as of the Effective Date.

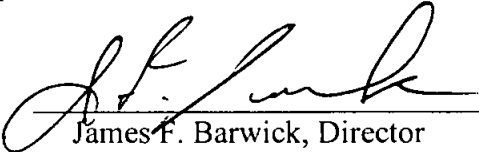
Date: 10/31/2012
corporation

SOUTHERN CALIFORNIA EDISON, INC., a California

By: 
George Murray, Nuclear Strategic Projects/Manager

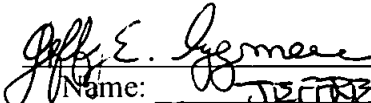
Date: 11/2/12

THE CITY OF SAN DIEGO, a California municipal
corporation

By: 
James F. Barwick, Director
Real Estate Assets Department

ENVIRONMENTAL CLEARANCE:

THIS ACTIVITY IS CATEGORICALLY EXEMPT FROM CEQA PURSUANT TO STATE
CEQA GUIDELINES, SECTION 15306 Information Collection

By: 
Name: JEFFREY E. SZYMANSKI
Title: SENIOR PLANNER

APPROVED AS TO FORM AND LEGALITY:

Date: 11/6/12

JAN I. GOLDSMITH, City Attorney

By: 
Deputy City Attorney

PDP/cb
10-29-12

T:_2009 Projects\09024A SONGS Seismic Hazard Plan\San Diego trenching\Right of Entry for Golf Course\Right of Entry for
Phase 2\ROE Permit-Phase 2

CONSENT TO ISSUANCE OF RIGHT OF ENTRY PERMIT

RECITALS

- A. The City of San Diego, a California municipal corporation, (CITY) is the owner of certain real property (City Property) known as Presidio Hills Golf Course located at 4136 Wallace Street, San Diego, CA 92110 which is held under a Lease (Lease) to Justine D. Lee (LESSEE) pursuant to City Document No. RR-289685 filed in the office of the City Clerk February 2, 1998, which was assigned to LESSEE per the Agreement for the Assignment of the Lease and Asset Purchase Agreement dated August 16, 2010.
- B. Southern California Edison, a California corporation, (PERMITTEE) seeks permission to enter onto City Property in order to conduct seismic investigations involving the Rose Canyon Fault. Such investigation involves geologic trenching to gather seismic data.
- C. Subject to LESSEE's consent pursuant to this Consent to Issuance of Right of Entry Permit, CITY has executed a Right of Entry Permit (Permit) to allow PERMITTEE onto City Property for such purposes. The scope of work authorized by the Permit is set forth in the Exhibit B attached to the Permit.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged, LESSEE agrees as follows:

- 1. Subject to LESSEE's right to quiet enjoyment of City Property and all other terms and conditions of the Lease, LESSEE consents to CITY's issuance of the Permit with PERMITTEE.
- 2. LESSEE further consents to the work to be done on City Property as set forth in Exhibit B of the Permit contingent upon PERMITTEE complying with all of the terms and conditions of the Permit including, but not limited to, PERMITTEE and LESSEE agreeing on the dates, times, and locations of the work to be done, provided that any such dates, times, and locations agreed upon are consistent with the terms and conditions set forth in the Permit.

Dated: _____

JUSTINE D. LEE, an individual

By: _____
Justine D. Lee (LESSEE)

CONSENT TO ISSUANCE OF RIGHT OF ENTRY PERMIT

RECITALS

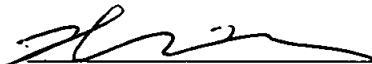
- A. The City of San Diego, a California municipal corporation, (CITY) is the owner of certain real property (City Property) known as Presidio Hills Golf Course located at 4136 Wallace Street, San Diego, CA 92110 which is held under a Lease (Lease) to Justine D. Lee (LESSEE) pursuant to City Document No. RR-289685 filed in the office of the City Clerk February 2, 1998, which was assigned to LESSEE per the Agreement for the Assignment of the Lease and Asset Purchase Agreement dated August 16, 2010.
- B. Southern California Edison, a California corporation, (PERMITTEE) seeks permission to enter onto City Property in order to conduct seismic investigations involving the Rose Canyon Fault. Such investigation involves geologic trenching to gather seismic data.
- C. Subject to LESSEE's consent pursuant to this Consent to Issuance of Right of Entry Permit, CITY has executed a Right of Entry Permit (Permit) to allow PERMITTEE onto City Property for such purposes. The scope of work authorized by the Permit is set forth in the Exhibit B attached to the Permit.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged, LESSEE agrees as follows:

1. Subject to LESSEE's right to quiet enjoyment of City Property and all other terms and conditions of the Lease, LESSEE consents to CITY's issuance of the Permit with PERMITTEE.
2. LESSEE further consents to the work to be done on City Property as set forth in Exhibit B of the Permit contingent upon PERMITTEE complying with all of the terms and conditions of the Permit including, but not limited to, PERMITTEE and LESSEE agreeing on the dates, times, and locations of the work to be done, provided that any such dates, times, and locations agreed upon are consistent with the terms and conditions set forth in the Permit.

Dated: 11/02/12

JUSTINE D. LEE, an individual

By: 
Justine D. Lee (LESSEE)

Premises





Exhibit A-Sheet 1 **Proposed Soil Test Pits for Archaeological Screening**

- Proposed 1-meter square test pit for Archaeology soil screening (drawn to scale)
- ◆ 2-inch diameter CPT Boring (Backfilled September 2012) and CPT number
- ▬ Proposed Geologic Trench: 3 ft wide, 200 ft long (drawn to scale)
- ▬ Site Parcel Area and APN
- ▬ Presidio Recreation Center Property Line
- ▬ Possible Trace of Rose Canyon Fault (As previously shown on CPT permit application)

Site APN# 4425200800
 Legal Description: BLK 425*11 55 AC ML IN MP1507&N ST&N BLKS 4106-4114&23&42&4N
 Site Owner: City of San Diego Real Estate Services Division
 (Mr. Phil Phillips (619-236-5786))
 Lessee Name and Golf Course Manager: Mr. Justice Lee (619-300-4124)



- Scope of Work for Archaeology Test Pits:**
- Four (4) 1-meter square soil test pits will be hand-excavated along each trench alignment at approximate 50-foot horizontal spacings. Each test pit will be excavated to decimeter levels down to sterile soil. A Native American monitor will observe the work.
 - Excavated test pit soil will be placed on a tarp next to each test pit for screening by an archaeologist.
 - At the conclusion of soil screening at each test pit, the excavated soil will be placed back in each test pit excavation.
 - Any recovered artifacts will be cataloged and analyzed by Brian F. Smith and Associates at their laboratory and reported to the City of San Diego Development Services Department.
- Scope of Work for Geologic Trenches:**
- Following completion of archaeological test pits, one 3-foot wide by 10 to 12 foot deep geologic trench up to 200 feet long will be excavated between CPT4a and CPT11 and between CPT9 and CPT12 using a backhoe.
 - Excavated soil will be placed next to each trench as shown on Sheet 2.
 - Trenches will be shored and will be covered with steel trench plates during non-working hours.
 - At the completion of trench excavation and geologic logging, each trench will be backfilled with the excavated soil and the soil will be water conditioned and reconnected using a compaction wheel. Sod damaged during the trenching work will be replaced.

Project Team:
 Geologists and Engineering Geologists: GeoPeritech, Inc. Justin Zumbro, (Phone: 714-795-9100) and Tom Freeman, (Phone: 714-325-2064)
 Engineering Geologist: Murbach Geotech: Monte Murbach (619-805-4049)
 Archaeology and Native American Monitoring: Brian F. Smith and Associates (619-579-5218)
 Geologist: UCSD: Tom Rockwell (619-564-4441)
 Trenching Contractor: D.P. Reynolds Corporation (949-495-1050)

Permit Applicant: Southern California Edison (SCE) - George Murray (949-368-3626)
Signature of Authorized Agent for SCE:

Stamp of Authorized Agent for SCE:

Revisions:
 2015 Aerial Imagery from 2014 World Imagery
 07/16/15 and 08/16/15 from 08/16/15



Exhibit A-Sheet 2 Proposed Geologic Trench Locations

- ◆ 2-Inch diameter CPT Boring (Backfilled September 2012) and CPT number
- ▬ Proposed Geologic Trench: 3 ft wide, 200 ft long (drawn to scale)
- ▬ Proposed Soil Stockpile (drawn to scale)
- ▬ Equipment Access Route (drawn to scale)
- ▬ Site Parcel Area and APN
- ▬ Presidio Recreation Center Property Line
- ▬ Possible Trace of Rose Canyon Fault (As previously shown on CPT permit application)

Site APN# 4425200800
 Legal Description: BLK 425/11.55 AC M/L IN MP1507&N ST5&N BLKS
 415& 416& 417& 418& 419& 420& 421& 422& 423& 424& 425&
 Site Owner: City of San Diego Real Estate Services Division
 M/L From Plots 515-528-415& 515-528-416&
 License Name and Civil Course Manager: Mr. Andrew Lee (818-300-4124)



References:
 2010 Aerial Imagery from USGS World Imagery
 APN and GIS Diagram from SanGIS (2012)

- Scope of Work for Geologic Trenches:
1. Following completion of archaeological test pits, one 3-foot wide by 10 to 12 foot deep geologic trench up to 200 feet long will be excavated between CPT4a and CPT11 and between CPT9 and CPT12 using a backhoe.
 2. Excavated soil will be placed next to each trench as shown on Sheet 2.
 3. Trenches will be shored and will be covered with steel trench plates during non-working hours.
 4. As the completion of trench excavation and geologic logging, each trench will be backfilled with the excavated soil and the soil will be water conditioned and recompacted using a compaction wheel. Soil damaged during the trenching work will be replaced.

Project Team:
 Geologists and Engineering Geologists: GeoPentech, Inc. Justin Zumbro, (Phone: 714-796-9100) and Tom Freeman, (Phone: 714-325-2994)
 Engineering Geologist: Marbach Geotech: Monte Marbach (818-865-4949)
 Archaeology and Native American Monitoring: Brian F. Smith and Associates (858-679-8218)
 Geologist: UCSD: Tom Rockwell (818-584-4441)
 Trenching Contractor: D.P. Reynolds Corporation (949-493-1050)

Permit Applicant: Southern California Edison (SCE) - George Murray (949-368-3828)
 Signature of Authorized Agent for SCE:

Stamp of Authorized Agent for SCE:

EXHIBIT B

Project Scope

The scope of work for this second phase of the research will consist of three tasks:

1. Archaeological screening,
2. Geologic trench excavation and logging, and
3. Geologic trench backfill, compaction, and site restoration

Task 1-Archaeological Screening

Because archaeological artifacts have previously been recovered at the golf course, and due to the likelihood that additional archaeological resources may be found during the trenching, Task 1 will consist of the excavation of archaeological test pits in order to study the potential of archaeological deposits being encountered at each geologic trench location. Brian F. Smith and Associates (BSFA) propose that four archaeological test pits be excavated along the alignment of each of the two proposed geologic trenches to search for the presence of archaeological artifacts. Sheet 1 of Exhibit A shows the locations of these eight archaeological test pits, the two proposed geologic trench locations, and the locations of the CPT probes that were completed in September 2012. This archaeological screening is required by the City's environmental guidelines because the trenching process represents a potential source of impacts to historic and prehistoric deposits that have been recorded in this area and which may be present along the two proposed geologic trench alignments. In order to determine if potentially significant resources are present at the geologic trench locations, the series of archaeological test pits will be excavated and studied to provide the data necessary to document the presence of any cultural resources that might be encountered during the geological trenching. Should the archaeological test pits identify cultural deposits that represent significant resources, the City may direct that additional archaeological excavations be completed prior to the geological trenching in order to mitigate adverse impacts to any identified significant cultural deposits. The scope of any additional mitigation work will be determined by City staff in consultation with BSFA.

This task will consist of PERMITTEE excavating up to eight (8) 1-meter square test pits (four test pits along each geologic trench alignment) down to sterile soil (sterile soil is assumed to be 3-4 feet deep at the Golf Course) spaced at 50-foot intervals along the 200-foot alignment of the two planned geologic trenches. PERMITTEE shall have an archaeological field team from BSFA hand-excavate these archaeological test pits and perform the archaeological investigation. PERMITTEE shall ensure that each archaeological test pit will be carefully excavated in decimeter levels (about five inches deep) until there is no longer any potential to discover artifacts, either historic or prehistoric. The soil from the test pits will be screened on a tarp next to each test pit to avoid any damage to the golf course grounds. At the conclusion of the soil screening at each test pit, the soil will be placed back into each open test pit. PERMITTEE shall ensure that any artifacts recovered from the excavations will be marked according to the recovery location and returned to the BSFA laboratory for cataloging and analysis, as is required by City guidelines. PERMITTEE shall have a Native American monitor present in support of the archaeological team, as required by City guidelines. If significant archaeological artifacts are not encountered during the soil screening, PERMITTEE will commence trench excavation. However, if cultural deposits are identified, PERMITTEE shall have additional archaeological

work conducted as may be required prior to the geological trenching, as was noted in the previous paragraph. The results of this task will be provided to the City by BFSA.

Task 2-Geologic Trench Excavation and Logging

Once Task 1 has been completed, PERMITTEE shall commence the geologic trench excavation. Task 2 will consist of excavation of two trenches at the locations shown on Sheet 2 of Exhibit A. As shown on Sheet 2 of Exhibit A, the first trench will be about 200 feet long and will extend from approximately CPT4 to slightly beyond CPT2. The second trench will also be about 200 feet long and will extend from approximately CPT10 to CPT12. If the first trench provides the information necessary to characterize the fault's history, the second trench may not be excavated. Both trenches will be approximately 3 feet wide, and 10 to 12 feet deep. The upper 3-4 feet of excavated soil will be placed on a plastic sheet on one side of each trench in the case any archeological materials are encountered during the opening phase of this geologic trenching work. In this case, the "archeological layer" can be further studied by archeologists from BFSA. The balance of the excavated material will be placed on the opposite side of the trench.

On November 6, 2012, beginning at 7:00 a.m., PERMITTEE shall be authorized to access the trench alignment located between CPT 2 and CPT4 by driving a rubber-tired backhoe along the route illustrated in Exhibit A, Sheet 2. Exhibit A, Sheet 2 shall be fully incorporated into the Permit.

PERMITTEE shall excavate all geologic trenches using a rubber-tired backhoe, which will be shored using hydraulic trench shores. PERMITTEE shall ensure that a maximum length of approximately 100 feet of trench will only be open at any one time. PERMITTEE shall further ensure that only one trench will be excavated and open at any time. PERMITTEE shall properly cover each trench during non-work hours with steel trench plates (to be staged on Park and Recreation property as shown on attached Sheet 3 of Exhibit A) to prevent unauthorized entry.

Dr. Tom Rockwell (SDSU Geology Professor) will be in charge of the geologic logging and interpretation of the geology exposed in each trench. He will be assisted by Monte Murbach (Murbach Geotech), and Erik Haaker (SDSU graduate student working with Tom Rockwell). The logging of the geologic trenches will document the evidence of past earthquakes, and samples will be collected for age dating. These data will then be used to construct the Holocene earthquake history of the Rose Canyon Fault through the Old Town area of San Diego, which we infer to represent the onshore rupture history north of San Diego Bay.

Stormwater best management practices (BMPs) will be implemented during the trenching work, as shown on Sheet 3 of Exhibit A. Sheet 3 of Exhibit A is a revised version of the BMP Plan which was submitted and approved as part of the CPT portion of this project. This revised BMP Plan shows the proposed locations of the trench soil stockpiles, location of the trenching contractor's equipment storage container and backhoe, and the stormwater BMPs that will be implemented.

PERMITTEE will work closely with LESSEE's golf course maintenance manager in order to minimize temporary impacts to the golf course property and its operations, and to avoid damaging any underground irrigation pipes or other infrastructure. Based on our interactions

with the maintenance manager at the golf course during the CPT research, there are no irrigation lines or other subsurface lines in our proposed research areas. PERMITTEE will nonetheless double-check with the maintenance manager to confirm this. PERMITTEE shall notify Underground Service Alert (USA) prior to any digging so that utilities can be located and marked.

Task 3-Geologic Trench Backfill, Compaction, and Site Restoration

After Tasks 1 and 2 are completed, PERMITTEE shall restore any disturbed areas related to PERMITTEE's work as close as possible to their original conditions. PERMITTEE shall backfill trenches with the excavated soil in approximately 18-inch thick lifts, water-conditioned, and recompact using a compaction wheel. PERMITTEE shall place the topsoil material (archeological layer) at the top to restore the soil conditions to as close to their native condition as possible. PERMITTEE shall re-sod excavated areas that were originally covered with matching sod as well as appropriately replace other sodded areas that may be damaged during the work.

Project Duration

The duration for each task is discussed and tabulated below.

Task 1, consisting of the archaeological test pits, is estimated to take 1 week to complete for both geologic trench alignments. The duration of this task may change only in the event that artifacts or cultural deposits are discovered.

Task 2 consists of excavating the geologic trenches as well as logging of the trench walls. Trench excavation and shoring installation will take approximately 4 to 5 days per 100 foot-long trench segment. This equates to about 8-10 days for one 200 foot-long trench, and 16-20 days for both 200-foot long trenches. Logging of the trench walls will take approximately 1.5 weeks per 200 feet of trench, totaling 3 weeks for both trenches. Total duration for task 2 will therefore be approximately 7 weeks of Monday through Friday work.

Task 3 consists of trench backfilling, compaction and site restoration/re-sodding. This task is anticipated to take approximately 12 days per 200 feet of trench, or 24 days for both 200-foot long trenches.

Total project duration is estimated to be approximately 7 weeks for one trench, or 14 weeks if two geologic trenches are excavated and logged.

Table 1. Estimated Task Duration for One 200-foot long Geologic Trench

Task Number	Estimated Task Duration
1	2.5 days (0.5 weeks)
2	22 days (3.5 weeks)
3	12 days (2.5 weeks)
Project Total (Tasks 1-3)	7 weeks

If two geologic trenches are completed, the total project duration will be approximately 14 weeks

CITY OF SAN DIEGO RIGHT OF ENTRY PERMIT

THIS CITY OF SAN DIEGO RIGHT OF ENTRY PERMIT (Permit) is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation (CITY), and SOUTHERN CALIFORNIA EDISON, a California Corporation (PERMITTEE), to be effective as of the commencement date of the Term as set forth in paragraph 3 of the Permit (Effective Date) after execution by CITY, when signed by the parties and approved by the San Diego City Attorney as follows:

RECITALS

- A. CITY is the owner of certain real property (City Property) known as Presidio Hills Golf Course located at 4136 Wallace Street, San Diego, CA 92110 which is held under a Lease (Lease) to Justine D. Lee (LESSEE) pursuant to City Document No. RR-289685 filed in the office of the City Clerk February 2, 1998, which was assigned to LESSEE per the Agreement for the Assignment of the Lease and Asset Purchase Agreement dated August 16, 2010.
- B. PERMITTEE in collaboration with Dr. Tom Rockwell of San Diego State University, Monte Murbach of Murbach Geotech, and others is conducting research on the seismic activity of the Newport-Inglewood/Rose Canyon (NI/RC) Fault System along southern California's coast in order to understand future potential seismic hazards and to better understand the significance and potential impacts that an earthquake on the Rose Canyon Fault would have on southern California.
- C. The Rose Canyon Fault appears to traverse City Property which is one of few locations along the onshore portions of the NI/RC/Fault System that is still accessible for collection of the shallow subsurface data that is necessary to define the recent seismic history of the Fault and better understand its future potential seismic hazards.
- D. PERMITTEE is requesting permission to investigate the Rose Canyon portion of this fault system where it crosses through City Property using a phased approach. The first phase involves conducting twelve (12) cone penetration tests (CPT) as shown on attached Exhibit A. The CPTs will be completed using a small approximately 2" diameter steel rod (CPT Probe) temporarily inserted into the ground using a truck-mounted CPT rig that can reach a target depth of 90 feet. The truck-mounted CPT rig will push the CPT Probe into the ground, digitally collect the data, and then will extract the CPT Probe. If fault traces of the Rose Canyon Fault are found on City Property, PERMITTEE may seek to request a second phase of investigations which may involve trenching as deemed necessary at a future date; such second phase shall require a separate approval and permit at the discretion of the CITY and LESSEE. The proposed CPT data would allow minimizing possible future trenching to ensure that the trenches are located in the most productive areas.

- E. PERMITTEE will enter City Property for purposes of temporarily inserting a CPT Probe in twelve separate locations marked as CPT 1 through CPT 12 on the attached Exhibit A for the collection of subsurface data in order to define recent seismic history and understand potential future seismic hazards associated with Rose Canyon Fault.
- F. Under the applicable terms and conditions of this Permit and subject to the execution of a Consent to Right of Entry Permit Issuance (Consent) by LESSEE and the terms and conditions of said Consent, CITY shall allow PERMITTEE access to the Permit Area (See attached Exhibit A) for the sole purpose of temporarily inserting the CPT Probe on the locations marked on Exhibit A as CPT 1 through CPT 12 on City Property and taking any and all necessary action to restore the City Property to its condition prior to such use.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged, the parties agree as follows:

- 1. Right to Enter. Subject to the terms and conditions of this Permit and the Consent, CITY hereby grant permission to PERMITTEE, its employees, agents, contractors, and invitees to enter upon the Permit Area solely for the purpose of temporarily inserting a CPT Probe in twelve locations marked as CPT 1 through CPT 12 on the attached Exhibit A and taking any and all necessary action to restore the City Property to its condition prior to such use (the Permit Use). The Permit Use shall be in compliance with the attached Scope of Work (Exhibit B) and for no other purpose whatsoever. PERMITTEE shall at its sole cost and expense restore the Permit Area to its original condition to the satisfaction of CITY.
- 2. Use of Permit Area. PERMITTEE may use the Permit Area on a non-exclusive basis solely for the purposes of the Permit Use. PERMITTEE shall obtain any and all related permits and comply with any and all applicable environmental laws, rules and regulations related to the Permit Use.
 - 2.1 Cal/OSHA. PERMITTEE and its employees, agents, contractors, and invitees shall comply at all times with the health and safety requirements Title 8 of the California Code of Regulations, as such regulations are enforced by the State of California Division of Occupational Safety and Health (also known as Cal/OSHA).
 - 2.2 Notification and Approval by LESSEE. PERMITTEE shall meet with LESSEE to obtain LESSEE's approval regarding the dates, times, and locations on which PERMITTEE may conduct any of the Permit Use, provided that the dates, times, and locations agreed upon by PERMITTEE and LESSEE must be consistent with the terms and conditions of this Permit. PERMITTEE shall provide at least 24-hour written notice to LESSEE prior to commencement of entrance onto or any work to be done within the Permit Area.
- 3. Term. The term of this Permit (Term) shall commence on September 10, 2012, and shall expire on September 14, 2012.

4. Revocable License. This Permit is not a lease. It is a non-exclusive license to use the Permit Area, and may be revoked at will by CITY, in its sole discretion. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a result of such revocation or the termination of this Permit. PERMITTEE expressly waives any claim for expense or loss which PERMITTEE might incur as a result of CITY's termination of this Permit. CITY may at all times enter upon the Permit Area subject to the terms and conditions of the Lease.
5. Permit Fee. As consideration for this Permit, PERMITTEE shall provide the CITY with a copy of any and all report findings. CITY shall not charge PERMITTEE any monetary fee for this Permit.
6. CITY's Consent, Discretion. Whenever required under this Permit, CITY's consent or approval shall mean the written consent or approval of the Mayor of San Diego, or his or her designee (Mayor), unless otherwise expressly provided. CITY'S discretionary acts hereunder shall be made in the Mayor's discretion, unless otherwise expressly provided.
7. Governmental Approvals. By entering into this Permit, neither CITY nor CITY's City Council is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to the Permit Area or PERMITTEE's use of the Permit Area. Discretionary action includes but is not limited to re-zonings, variances, environmental clearances, or any other governmental agency approvals which may be required for the PERMITTEE's use of the Permit Area.
8. Hazardous Substances. PERMITTEE shall not allow the installation or release of hazardous substances in, on, under, or from the Permit Area or the City Property. PERMITTEE and PERMITTEE's agents and contractors shall not store, utilize, or sell any hazardous substance on the Permit Area or the City Property without CITY'S prior written consent. For the purposes of this provision, a release shall include but not be limited to any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" shall mean those hazardous substances listed by the Environmental Protection Agency in regularly released reports and any other substances incorporated into the State of California's list of hazardous substances. A copy of the presently effective EPA and the State lists is on file in the Office of the City Clerk as Document No. 769704 and by this reference is incorporated into this Lease.
 - 8.1 Remediation. If PERMITTEE'S occupancy, use, development, maintenance, or restoration of the Permit Area results in a release of a hazardous substance, PERMITTEE shall pay all costs of remediation and removal of the hazardous substance in accordance with all applicable laws, rules, and regulations of governmental authorities.
 - 8.2 Indemnity. PERMITTEE shall protect, defend, indemnify, and hold CITY and LESSEE harmless from any and all claims, costs, and expenses related to

environmental liabilities resulting from PERMITTEE'S occupancy, use, development, maintenance, or restoration of the Permit Area, including but not limited to costs of environmental assessments, costs of remediation and removal, any necessary response costs, damages for injury to natural resources or the public, and costs of any health assessment or health effect studies.

- 8.3 Notice of Release. If PERMITTEE knows or has reasonable cause to believe that a hazardous substance has been released on or beneath the Permit Area or the City Property, PERMITTEE shall immediately notify CITY and deliver a written report thereof to CITY within three (3) days of receipt of the knowledge or cause for belief. If PERMITTEE knows or has reasonable cause to believe that such substance is an imminent and substantial danger to public health and safety, PERMITTEE shall take all actions necessary to alleviate the danger. PERMITTEE shall notify CITY immediately of any notice of violation received or initiation of environmental actions or private suits related to the Permit Area or the City Property.
- 8.4 Environmental Assessment. Upon reasonable cause to believe that PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area or the City Property (PERMITTEE's Operations), resulted in any hazardous substance being released on or beneath the Permit Area or the City Property, CITY may cause an environmental assessment of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. The environmental assessment shall be obtained at PERMITTEE's sole cost and expense, and shall establish what, if any, hazardous substances have more likely than not been caused by PERMITTEE's Operations on, in, or under the Permit Area or the City Property, and in what quantities. If any such hazardous substances exist in quantities greater than allowed by city, county, state, or federal laws, statutes, ordinances, or regulations, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect compliance with those laws or statutes, and estimates of the cost of such remediation or removal. PERMITTEE shall cause, or if PERMITTEE fails to do so within a reasonable period of time, CITY may cause, the remediation and/or removal recommended in the environmental assessment such that compliance with environmental law is achieved, and PERMITTEE shall pay all costs and expenses therefor.
9. Noninterference. PERMITTEE shall not interfere with the use, operations, and activities by CITY or LESSEE on the City Property, and PERMITTEE shall use such routes and follow such procedures on the City Property as shall result in the least damage and inconvenience to CITY, LESSEE, and other users of the City Property.
10. Property Damage. PERMITTEE shall pay at its sole cost and expense for any and all damage to the City Property and the personal property of CITY and/or LESSEE on the

City Property, and the personal property of third parties on the City Property resulting from PERMITTEE'S exercise of the rights granted by this Permit. PERMITTEE shall promptly repair and restore to its original condition all such property.

11. Signs. No signs may be displayed on the Permit Area without CITY'S prior written consent.
12. Maintenance of the Permit Area. PERMITTEE shall maintain the Permit Area, at PERMITTEE'S sole cost and expense and to CITY'S satisfaction, in a decent, safe, healthy and sanitary condition.
13. Inspection. CITY may, at any and all times, enter and inspect the Permit Area.
14. Restoration. Immediately upon the expiration or earlier termination of this Permit, PERMITTEE shall promptly remove any and all improvements it installed in, on, under, or above the Permit Area and restore the Permit Area to its original condition, all at PERMITTEE'S sole cost and expense. PERMITTEE shall comply with any and all applicable County and State laws regarding well abandonment.
15. Indemnification. PERMITTEE shall protect, defend, indemnify, and hold CITY and/or LESSEE, their elected officials, officers, representatives, agents, 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 or LESSEE's officers, employees, agents, contractors, and invitees, which arise out of or are in any manner directly or indirectly connected with this Permit or PERMITTEE'S occupancy, use, development, maintenance, or restoration of the Permit Area or the City Property, and all expenses of investigating and defending against same, including without limitation attorney fees and costs; provided, however, that PERMITTEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence, or sole willful misconduct of CITY, its elected officials, officers, representatives, agents and employees. CITY and/or LESSEE may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY and/or LESSEE choose at their own election to conduct their own defense, participate in their own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, PERMITTEE shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs.
16. Taxes. PERMITTEE shall pay at its sole cost and expense any and all taxes, charges, and use fees levied by any governmental agency against PERMITTEE or against any of the City Property as a result of PERMITTEE'S occupancy, use, development, maintenance, or restoration of the Permit Area.
17. Encumbrances. PERMITTEE shall keep the City Property free from all encumbrances and liens of any nature which arise out of or are in any manner directly or indirectly connected with this Permit or PERMITTEE'S use of the Permit Area. PERMITTEE shall protect, defend, indemnify, and hold CITY and LESSEE harmless from and against any

and all such encumbrances and/or liens, and from and against any claim, liability, cost or expense, including without limitation all attorney fees and costs, relating to or charged against the City Property, including without limitation PERMITTEE's failure or the failure of any contractor or subcontractor hired by PERMITTEE to pay any person or persons referred to in Section 3181 of the California Civil Code or other applicable sections thereof.

18. PERMITTEE'S Risk. PERMITTEE shall bear any and all risks and liability arising out of or in any manner directly or indirectly connected with PERMITTEE's use of the Permit Area and any damages to the improvements on, under, or in the vicinity of the City Property resulting directly or indirectly thereby.

19. Insurance. PERMITTEE shall obtain and maintain at all times during the Term the following insurance and relevant endorsement certificates at its sole cost and expense:

19.1 Insurance. PERMITTEE shall not begin any work under the Permit until it has: (a) obtained, and provided to the City, insurance and relevant endorsement certificates reflecting evidence of all insurance required below; however, the City reserves the right to request, and PERMITTEE shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. PERMITTEE's liabilities, including but not limited to PERMITTEE's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Permit and PERMITTEE's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Permit may be treated by CITY as a material breach of Permit. PERMITTEE shall not modify any policy or endorsement thereto which increases the CITY's exposure to loss for the duration of this Permit.

- 19.1.2 Types of Insurance. At all times during the term of this Permit, PERMITTEE shall maintain insurance coverage as follows:

- (a) Commercial General Liability. Commercial General Liability (CGL). Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
- (b) Commercial Automobile Liability. For all of PERMITTEE's automobiles including owned, hired and non-owned automobiles, PERMITTEE shall keep in full force and effect, automobile insurance written on an ISO form CA 00

01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

- (c) Workers' Compensation. For all of PERMITTEE's employees who are subject to this Permit and to the extent required by applicable state or federal law, PERMITTEE shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and PERMITTEE shall provide an endorsement that the insurer waives the right of subrogation against CITY and/or LESSEE and their respective elected officials, officers, employees, agents and representatives.

- 19.1.3 Deductibles. All deductibles on any policy shall be the responsibility of PERMITTEE and shall be disclosed to the CITY at the time the evidence of insurance is provided.

- 19.1.4 Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by this Permit or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the CITY.

CITY will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

- 19.1.5 Required Endorsements. The following endorsements to the policies of insurance are required to be provided to CITY before any work is initiated under this Permit.

Commercial General Liability Insurance Endorsements

- (a) Additional Insured. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed pursuant to a separate endorsement [CG2010 (11/85) or equivalent form] to include as an Insured Justine Lee and the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

- (b) Primary and Non-Contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of s PERMITTEE's insurance and shall not contribute to it.
- (c) Severability of Interest. The policy or policies must be endorsed to provide that the PERMITTEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

Automobile Liability Insurance Endorsements

- (b) Additional Insured. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured Justine Lee and the City of San Diego and their respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the PERMITTEE. Severability Of Interest. The policy or policies must be endorsed to provide that PERMITTEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

Worker's Compensation Insurance Endorsements

- (a) Waiver Of Subrogation. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against LESSEE and CITY and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for CITY.
- 19.2 Accident Reports. PERMITTEE shall report to CITY and LESSEE any accident causing any property damage or any serious injury to persons on the Permit Area or on City Property. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witness, and other pertinent information.
- 19.3 Failure to Comply. If PERMITTEE fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, CITY may obtain the insurance. PERMITTEE shall reimburse CITY for the premiums paid, with interest at the maximum allowable legal rate then in effect in California. CITY shall notify PERMITTEE of such payment of premiums within thirty (30) days of payment stating the amount paid, the name (s) of the insurer (s), and rate of interest. PERMITTEE shall pay such reimbursement and interest on the first (1st) day of the month following CITY's notice. Notwithstanding any other provision

of this Permit, if PERMITTEE fails or refuses to obtain or maintain insurance as required by this Permit, or fails to provide proof of insurance, CITY may terminate this Permit immediately upon such breach. Upon such termination, PERMITTEE shall immediately cease its use of the Permit Area and commence and diligently pursue the removal of property from the Permit Area.

20. Compliance with Law. PERMITTEE shall, at its sole cost and expense, comply with all laws and 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 and PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area or the City Property.
21. No Discrimination. PERMITTEE shall not 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.
22. Waiver. CITY's failure to insist upon the strict performance of any of PERMITTEE's obligations under this Permit, in one or more instance, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. The property constituting the Permit Area is publicly-owned and held in trust for the benefit of CITY's citizens. CITY's failure to discover a breach of any obligation of this Permit or to take prompt action to require the cure of any such breach shall not result in an equitable estoppel, but CITY may at any and all times require the cure of any such breach.
23. Survival. Any obligation which accrues under this Permit prior to its expiration or termination shall survive such expiration or termination.
24. Entire Permit. This Permit contains the entire agreement between the parties relating to the rights granted hereby and the obligations assumed herein. No modification of this Permit shall be valid unless in writing and signed by the party to be charged.
25. Water Quality Assurances: PERMITTEE shall comply with all applicable requirements of the National Pollutant Discharge Elimination System (NPDES) Permit No. R9-2007-0001 in force when this Permit takes effect, and with any NPDES permit which succeeds R9-2007-0001. PERMITTEE shall comply with San Diego Municipal Code Chapter 4, Article 3, Division 3 (Stormwater Management and Discharge Control), as amended from time to time. Compliance shall include implementing "Best Management Practices" to control and prevent discharge of "Pollutants," including waste, debris, and sediment, into "Storm Water Conveyance System" to the "Maximum Extent Practicable," as those terms are defined in the San Diego Municipal Code..
26. Notices. Any notice, request, payment, demand, or other communication required or permitted to be given under this Permit shall be in writing and deemed received upon

personal service, delivery by a reputable overnight service with receipt signature required, or delivery by United States mail, return receipt requested, postage prepaid, and addressed to the parties as follows:

CITY: THE CITY OF SAN DIEGO
Real Estate Assets Department
Attention: James F. Barwick, Director
1200 Third Avenue, Suite 1700 (MS 51A)
San Diego, California 92101

LESSEE: JUSTINE D. LEE
1294 Dawson Drive
Chula Vista, California 91911

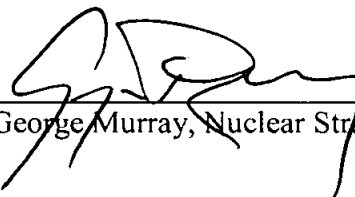
PERMITTEE: SOUTHERN CALIFORNIA EDISON, INC.
George Murray, Nuclear Strategic Projects/Manager
P.O. Box 128 SONGS
San Clemente, CA 92672

27. Authority. Each individual executing this Permit on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Permit on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Permit is binding upon such person or entity in accordance with its terms. Each person executing this Permit on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid and that such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

IN WITNESS WHEREOF, this Permit is executed to be effective as of the Effective Date.

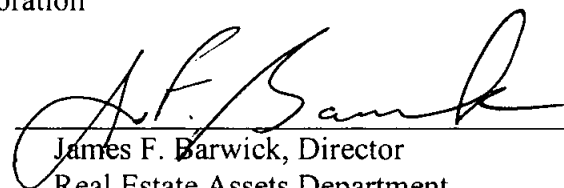
Date: 8/3/2012
corporation

SOUTHERN CALIFORNIA EDISON, INC., a California

By: 
George Murray, Nuclear Strategic Projects/Manager

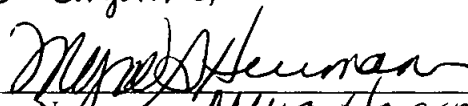
Date: 8/13/12

THE CITY OF SAN DIEGO, a California municipal
corporation

By: 
James F. Barwick, Director
Real Estate Assets Department

ENVIRONMENTAL CLEARANCE:

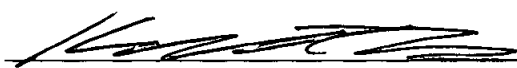
THIS ACTIVITY IS CATEGORICALLY EXEMPT FROM CEQA PURSUANT TO STATE
CEQA GUIDELINES, SECTION 15301 (Existing Facilities - ROE) and
15306 (Information Collection)

By: 
Name: Myra Herrmann
Title: Screen Planner

APPROVED AS TO FORM AND LEGALITY:

Date: 8/14/12

JAN I. GOLDSMITH, City Attorney

By: 
Deputy City Attorney

CONSENT TO ISSUANCE OF RIGHT OF ENTRY PERMIT

RECITALS

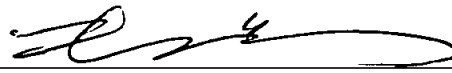
- A. The City of San Diego, a California municipal corporation, (CITY) is the owner of certain real property (City Property) known as Presidio Hills Golf Course located at 4136 Wallace Street, San Diego, CA 92110 which is held under a Lease (Lease) to Justine D. Lee (LESSEE) pursuant to City Document No. RR-289685 filed in the office of the City Clerk February 2, 1998, which was assigned to LESSEE per the Agreement for the Assignment of the Lease and Asset Purchase Agreement dated August 16, 2010.
- B. Southern California Edison, a California corporation, (PERMITTEE) seeks permission to enter onto City Property in order to conduct seismic investigations involving the Rose Canyon Fault. Such investigation requires the temporary insertion of a two inch diameter steel rod known as a cone penetration test (CPT) probe (Probe) into the ground at a depth of up to 90 feet with the use of a CPT rig to gather seismic data.
- C. Subject to LESSEE's consent pursuant to this Consent to Issuance of Right of Entry Permit, CITY has executed a Right of Entry Permit (Permit) to allow PERMITTEE onto City Property for such purposes. The scope of work authorized by the Permit is set forth in the Exhibit B attached to the Permit.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged, LESSEE agrees as follows:

- 1. Subject to LESSEE's right to quiet enjoyment of City Property and all other terms and conditions of the Lease, LESSEE consents to CITY's issuance of the Permit with PERMITTEE.
- 2. LESSEE further consents to the work to be done on City Property as set forth in Exhibit B of the Permit contingent upon PERMITTEE complying with all of the terms and conditions of the Permit including, but not limited to, PERMITTEE and LESSEE agreeing on the dates, times, and locations of the work to be done, provided that any such dates, times, and locations agreed upon are consistent with the terms and conditions set forth in the Permit.

JUSTINE D. LEE, an individual

By:



Justine D. Lee (LESSEE)

Exhibit A.

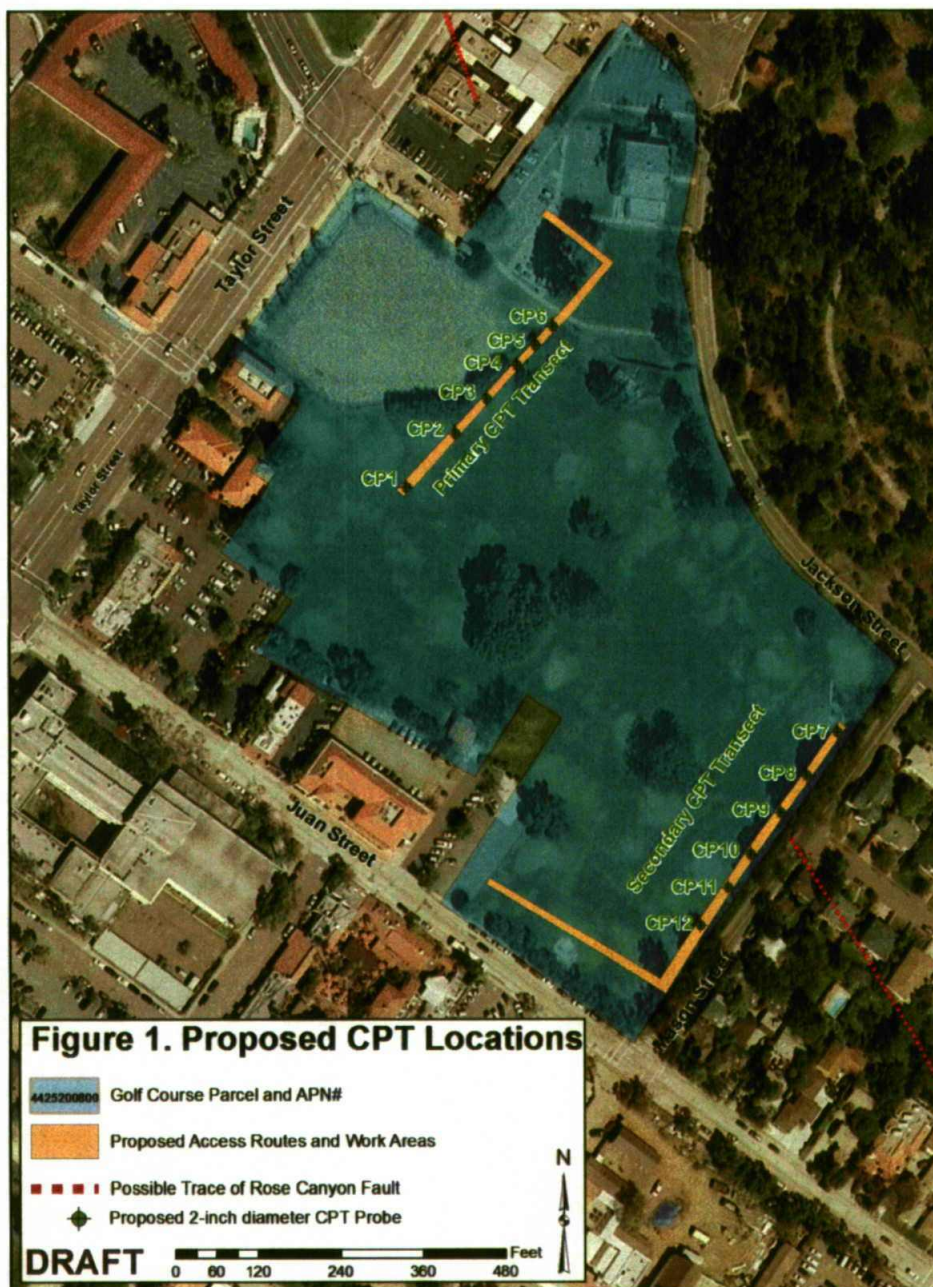


Exhibit B- SCOPE OF WORK

Project Scope

PERMITTEE anticipates that its seismic research of the Rose Canyon Fault will be accomplished using a phased approach. The Permit authorizes only the work associated with first phase to take place on City Property as described in more detail herein.

The first phase of PERMITTEE's research involves conducting a series of Cone Penetration Test (CPTs) by temporarily inserting a two inch diameter steel rod (CPT Probe) into twelve different locations on City Property. These locations are depicted on Exhibit A as CPT1 through CPT12. The CPT program should allow PERMITTEE to investigate whether any traces of the Rose Canyon fault pass through the City Property. If fault traces of the Rose Canyon Fault are found at the City Property, and the second phase of PERMITTEE's investigation is deemed necessary, PERMITTEE may seek the separate approval of the CITY for such second phase to proceed, which the CITY may grant or withhold in its sole and absolute discretion. Nothing contained in the Permit or this Scope of Work shall be interpreted to commit the CITY to the second phase or any additional work to be done on City Property. It is anticipated that the second phase would involve trenching of City Property. It is further anticipated that the newly acquired CPT data from the first phase would allow PERMITTEE to minimize the amount of trenching, and to make sure that those trenches that are excavated are located in the most productive areas in terms of the goals of PERMITTEE's fault research investigation.

Authority to Enter Onto City Property or Conduct Any Work

Prior to entering onto City Property or conducting any work thereon on any particular date, PERMITTEE shall comply with all of the terms and conditions of the Permit, including but not limited to paragraph 2.2, by coordinating and seeking the permission of LESSEE and/or LESSEE's staff as to the dates, times, and location(s) for which any work shall be authorized to be performed. Any such authorization granted by LESSEE must be consistent with the terms and conditions of the Permit. PERMITTEE shall work closely with LESSEE and/or LESSEE'S staff in locating our investigation points and access routes in order to minimize temporary impacts to the golf course property and its operations, and to avoid damaging any underground irrigation pipes or other infrastructure. In order to avoid damaging underground irrigation or utility cables, PERMITTEE shall take all necessary steps to contact DigAlert or other equivalent service prior to conducting any CPTs.

Authorized Work

As illustrated on the Exhibit A, PERMITTEE shall temporarily insert the CPT Probe at locations CPT1 through CPT6 along a 315-foot long path of travel (i.e. transect) adjacent to the baseball field fence near the northwestern corner of the City Property. In order to complete the CPTs, PERMITTEE shall utilize a truck-mounted CPT rig (CPT Rig) to push the CPT Probe into the

Exhibit B-SCOPE OF WORK

Page 2

ground up to a target depth of 90 feet underground. After the CPT Probe is at the proper depth, the CPT Rig will digitally collect the data and then will extract the CPT Probe.

PERMITTEE shall utilize temporary ¾-inch thick heavy-duty plywood sheets which will be laid down on the ground in advance of the CPT Rig so that the weight of the vehicle will be distributed evenly. PERMITTEE anticipates that this will help minimize disturbance to the underlying soil and grass.

CPT1 and CPT2 are located within the active portion of the golf course; CPT3 is located on the edge of the active portion of the golf course; and, CPT4, CPT5 and CPT6 are located within the rough leading toward the existing gate in the fence along the northwestern edge of the golf course.

PERMITTEE shall initially proceed with temporarily inserting the CPT Probe in CPT1 and CPT2 before the hours of operation of the golf course because these two CPTs are located within the active golf course area. PERMITTEE anticipates that this will allow PERMITTEE to remain relatively out of the way of golfers and allow PERMITTEE to minimize impacts to golfers while the CPT is being performed at locations CPT3 through CPT6 on the Exhibit A.

As shown on Exhibit A, PERMITTEE shall complete CPTs near the southeastern edge of the golf course property along the CPT7 through CPT12 transect due to the uncertainty of the fault's location in this area of City Property. This transect is approximately 30 feet longer than the CPT1 through CPT6 transect. The CPT7 through CPT12 transect will be located just inside and parallel to the fence line along the southeastern edge of the golf course property, between the fence and the southeastern edge of the active greens. The same phased approach would be undertaken at the CPT7 through CPT12 transect as was described for the CPT1 through CPT6 transect.

After all of the required CPTs are complete, PERMITTEE will restore any disturbed areas related to the authorized work as close as possible to the condition of the property before such work was performed. PERMITTEE shall backfill all CPT locations (CPT1-CPT12) with bentonite and cap them with sand and sod/grass which matches the existing sand and sod/grass.

Project Duration

The CPT Rig can conduct approximately 300 feet of vertical CPT probing per day under good conditions. For example, the CPT1 through CPT6 transect, which may entail a total of up to 540 vertical feet of CPT probing, may take up to two days to complete. Please note that all of the CPTs shown on Exhibit A will not necessarily be completed. PERMITTEE hopes to obtain enough data to determine the presence of the fault on City Property from only a few CPTs. If sufficient

EXHIBIT B- SCOPE OF WORK

Page 3

data is obtained from the first few CPTs at each CPT transect, then no further CPTs will be advanced along that transect. In addition, if enough information is obtained from the CPT1 through CPT6 transect, then the CPT7 through CPT12 transect may not need to be investigated. However, differences in sediment types, ages, and thicknesses between the two transects may warrant completion of CPTs along the CPT7 through CPT12 transect. PERMITTEE estimates that the CPT7 through CPT12 transect would also take approximately up to two days to complete.

Site restoration (i.e., backfilling CPT probe holes and re-sodding (if needed)) should take approximately a half day to complete for each CPT transect. The estimated total project duration for one CPT transect plus site restoration will be approximately two and half days. If both CPT transects are completed, then the total project duration (including site restoration) would be approximately five days.