



THE CITY OF

SAN DIEGO

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



OFFICE OF THE
CITY MANAGER
236-6363

November 20, 1985

File: Property File R201WR and
Leases - S. D. Transit

Roger Snoble
General Manager
San Diego Transit
P. O. Box 2511
San Diego, CA 92112

Dear Mr. Snoble:

Re: Right of Entry Permit - Catalina Reservoir - Communications Facility

Permission is hereby granted to San Diego Transit Corporation, hereinafter referred to as "Permittee," to enter upon the above-referenced City-owned property, as shown in red on the attached Exhibit "A," upon the following terms and conditions:

1. Permittee's use of the above property shall be limited to construction and maintenance of a prefabricated building, installation of incidental radio communications equipment and installation of commercial electric power and metering device for said equipment. Said construction plan must be approved by City Manager prior to installation. See attached Exhibit B for On the Air Compatibility Test specifications.
2. Title to said building and incidental radio communications equipment shall remain with Permittee.
3. Consideration for the granting of this permit shall be use of a portion of said building for temporary installation of City's communication equipment at no cost to City. The Water Utilities system will utilize this space for transmitting and receiving facilities.
4. The term of this permit shall be five (5) years commencing upon written acceptance of this Permit by Permittee.
5. Permittee shall assume the defense of and indemnify and save the City of San Diego harmless from all claims, expenses, and liabilities of every kind, nature, and description resulting in any manner from the use or condition of said property and any and all operations conducted thereon by Permittee other than for such

liabilities as may arise by reason of City's negligence during its use of a portion of the building as provided in Paragraph 3.

6. All risks in connection with Permittee's use of said property and any damages to the improvements thereon, thereunder, or in the vicinity thereof shall be borne in full by Permittee.
7. Permittee shall not use the premises in any manner which in the opinion of the City Manager creates a nuisance or disturbs the peace of persons in the surrounding area.
8. This permit is revocable upon 180 days notice by the City of San Diego. It is mutually agreed that the City of San Diego shall not be obligated for any loss, financial or otherwise, which may be incurred by Permittee as a result of termination of this permit, and further that Permittee expressly waives any claim for expense or loss which Permittee might incur as a result of termination of this permit other than for such liabilities as may arise by reason of City's negligence during its use of a portion of the building as provided in Paragraph 3.
9. Permittee recognizes and understands that this permit may create a possessory interest subject to property taxation and that the Permittee may be subject to the payment of property taxes levied on such interest. Permittee further agrees that such tax payment shall not reduce any fee paid the City of San Diego hereunder and that such tax shall be paid by the Permittee before becoming delinquent.
10. Permittee shall at its sole cost and expense comply with all the requirements of all Municipal, State, and Federal authorities now in effect or which may hereafter be in effect, which pertain to the above-referenced City-owned property.
11. Permittee shall not assign any rights granted by this permit nor any interest therein. Any assignment by operation of law shall automatically terminate this permit.
12. No signs shall be displayed on the premises without the prior written consent of the City Manager.
13. Maintenance of the facility and Permittee's equipment shall be the sole responsibility of the Permittee during the entire term of this permit.
14. Permittee's authorized, qualified employees shall be allowed unrestricted property ingress/egress for building and radio communications equipment maintenance by use of a key provided to the Permittee by the City.

Please acknowledge your agreement to the foregoing terms and conditions on the enclosed copy of this letter and return it to the Property Department within 10 days from receipt hereof.

If you should require additional information or have any questions, please call Jane E. Humes, Property Agent, at 236-5774.

Very truly yours,


John P. Fowler
Deputy City Manager

JLS:JEH:sn(108-3)

Attachments

cc: Auditor
Financial Management
County Assessor
Paul Salter

APPROVED AS TO FORM AND LEGALITY BY:

JOHN W. WITT, City Attorney

By 
Deputy City Attorney

THE ABOVE IS ACKNOWLEDGED AND ACCEPTED THIS 2 DAY OF DEC., 1985.

SAN DIEGO TRANSIT

By 

By _____

HEAM

532-40

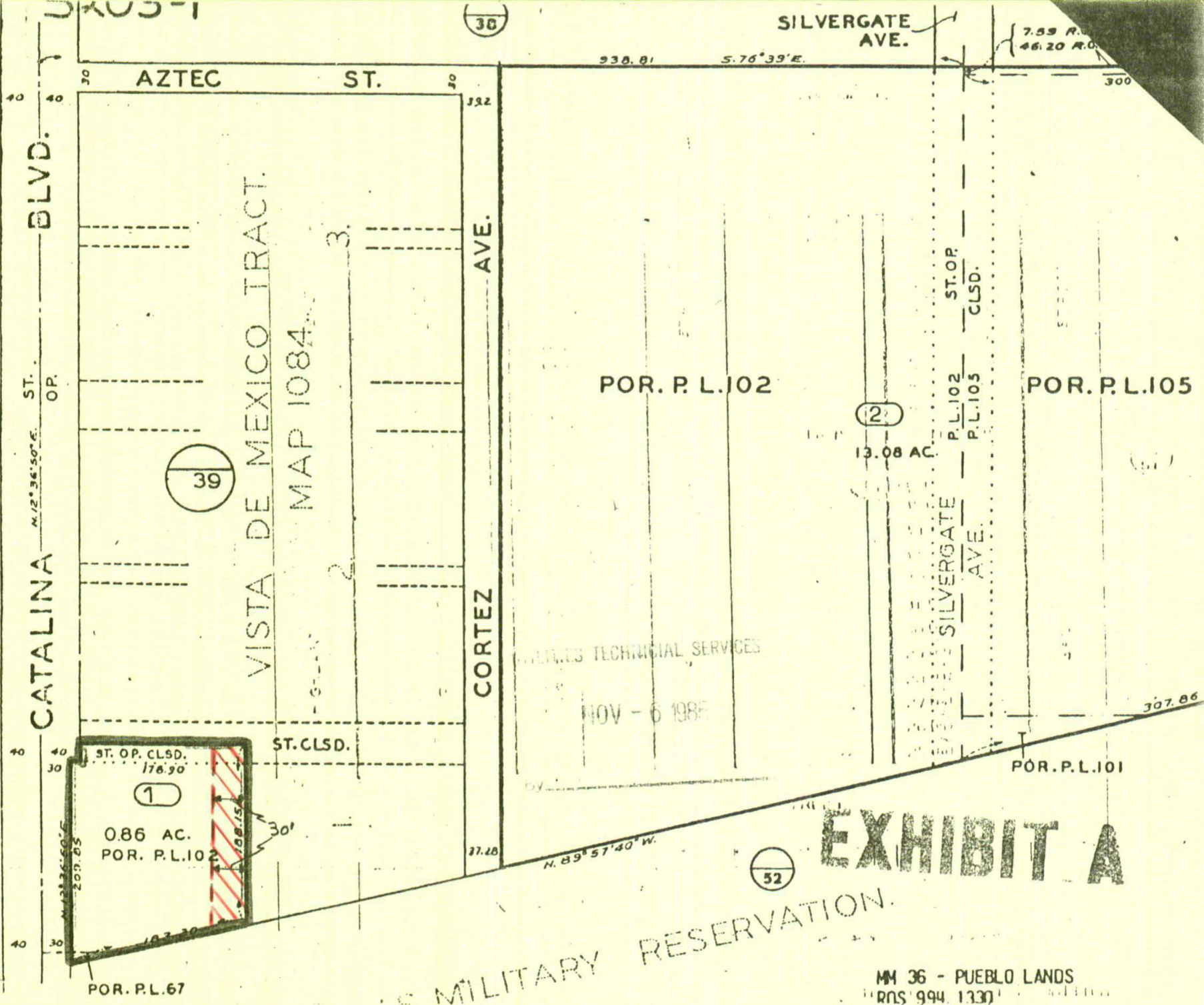


EXHIBIT A

MILITARY RESERVATION.

MM 36 - PUEBLO LANDS
RNS 994.1330

CITY OF SAN DIEGO ELECTRONIC LAND USE
"ON THE AIR" TEST INSTRUCTIONS AND PROCEDURES

1. Explanation

Prior to the City of San Diego (hereinafter called the "City") approval of an application for a radio-electronic land use Permit or modification of an existing Permit, pre-installation or pre-use tests will be required. Such tests will determine whether or not radio frequency interference or degraded performance will result to the existing Permitted radio electronic type uses and operations in the general area.

Should the interference problems result, it will be the responsibility of the tenant implementing the new installation to initiate mutually agreeable actions of the parties involved to settle the problem among themselves. The City will not act as referee nor become involved in any legal action in such cases, except as required in instances of radio frequency interference to "City" radio communications operations in the general area.

The City may recognize the right of prior Permittees and withhold approval of a radio-electronic land use application or Permit modification pending settlement of interference problems between the applicant and other Permittees.

EXHIBIT B

2. Pre-installation or pre-use Testing

A. It will be the responsibility of the applicant to make the complete arrangements and conduct all tests in a technically sound manner.

(1) A listing of all radio-electronic land use Permittees operating in the general area will be obtained from the City Communications Engineer.

B. It will be the responsibility of the applicant to notify all radio electronic land use Permittees in the general area, of the tests and details thereof, at least 14 days in advance of the tests.

(1) The notification shall be in the form of letter to each listed Permittee giving a technical summary of the test and shall specify the date and hour the test will start. The letter of notification shall request the Permittee to have a qualified representative present for the tests to observe for possible interference problems and with authority to sign an interference or noninterference certification on behalf of the Permittee.

(2) A copy of these instructions, "City of San Diego Radio-Electronic Land Use On-The-Air Test Instructions and Procedures" shall be attached to each notification and it shall be so noted in the notification letter.

(3) Notifications to Permittees shall be sent via U.S. Mail or hand delivered.

(4) The notification letter to the City Communications Engineer shall include a list of all Permittees notified.

C. It will be the applicant's responsibility to submit to the City Communications Engineer following the completion of the tests, a letter stating test results obtained from each Permittee participating in the test and a list of those Permittees who did not respond.

D. In the event a notified Permittee fails to send a qualified representative to observe and participate in the tests, it will be assumed by the City that the Permittee has assured himself that his operations will not be affected.

3. On-The-Air Tests - Technical Details

Pre-installation or pre-use on-the-air tests shall be conducted by the applicant under the following technical conditions:

A. The applicant's transmitting and receiving equipment shall be of the type planned for final use at the site.

(1) The transmitted RF power shall be the maximum to be used and authorized at the location.

(2) On-the-air transmitter tests shall include the use of full allowable modulation.

(3) Antenna height(s), location(s) and type(s) shall be the same as the final installation plan.

B. Tests shall include on-the-air operation of all participating transmitter(s) and receiver(s) in all possible combinations with the applicant's electronic equipment.

C. All tests will include testing with all frequencies planned for use by the applicant at the location.

4. Radio Frequency Type Interference to City Radio Installations

Specifications:

(1) The radio equipment use proposed by the applicant shall not directly or indirectly result in degraded technical performance of the City's existing radio equipment as installed at the site or in the general areas. Resulting degraded technical performance in this instance will include, but is not limited to:

(a) Detectable or measurable received inter-modulation.

(b) Audio distortion or noise.

(c) Receiver desensitization in excess of 3.0dB with respect to
a 12dB SINAD test signal.

(d) Increase in noise-to-desired signal in excess of 3.0dB.

TEST RESULTS CERTIFICATION

DATE _____

Subject: On-the-air" tests conducted at Mt. Woodson _____

(date)

at _____ by _____. The transmitting

time (tenant conducting test)

frequency of the new transmitter was _____ MHz.

Gentlemen:

With regard to the above test:

This is to certify that objectionable radio frequency interference (did)
(did not) result during test.

Details of interference: (if applicable)

Proposed technical correction action: (if applicable)

(Tenant)

(Tenant's Representative)

"ONE FORM REQUIRED PER BASE STATION"

DATE: _____

LOCATION: _____ AGENCY: _____

CALL LETTERS: _____ CONTACT NAME: _____ PHONE NO: _____

TRANSMITTER RECEIVER

MAKE: _____ MAKE: _____

MODEL: _____ MODEL: _____

TYPE ACCEPTANCE NUMBER: _____

EMISSION: _____

POWER OUTPUT: _____ Watts CABLE/COMBINER LOSSES _____ dB.

<u>Transmit Frequency</u>	<u>Receive Frequency</u>	<u>Coded Squelch Frequency</u>
1. _____	1. _____	1. _____
2. _____	2. _____	2. _____
3. _____	3. _____	3. _____
4. _____	4. _____	4. _____

<u>ANTENNA</u>	<u>CRYSTAL FILTER</u>	<u>ISOLATOR</u>
Make _____	Make _____	Make _____
Type _____	Model _____	Model _____
Gain _____	<u>CAVITY</u>	
Directional _____	Make _____	
Aimuth _____	Model _____	

REMARKS:

I certify the above items are in place and operational.

Signature _____ Date _____