



L 6593.0-02
(10465) ADM 160.2

THE CITY OF SAN DIEGO

January 17, 2002

Files: Property File - N/A

Permit File - MTDB & NCTD

Job: 923212

Land Designation/Zone: Flood Control Channel

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

The North County Transit Development Board
810 Mission Avenue
Oceanside, CA 92054

Attention: Chip Willett

Reference: Right of Entry Permit

The City of San Diego ("City") hereby grants permission to Metropolitan Transit Development Board (MTDB), a public agency, and North County Transit Development Board (NTCD), a public agency, ("Permittee") to enter upon the above-referenced City-owned property ("Permit Area"), as delineated on the attached Exhibit "A," upon the following terms and conditions:

1. Use and Permit Area. Permittee shall have limited use of the Permit Area for construction of parking facilities, bus turnaround, pedestrian footbridge and ancillary supporting structures and for no other purpose whatsoever.
2. Permit Fee. Consideration to City for granting this Permit shall be a \$360 non-refundable processing fee made by check payable to the City Treasurer and mailed to the Office of the City Treasurer, P.O. Box 122289, San Diego, CA 92112-4165 or delivered to the Office of the City Treasurer, Civic Center Plaza, 1200 Third Avenue, First Floor, San Diego, CA 92101. Upon determination of the extent and value of the fee owned portions of the Permit Area, MTDB and NTCD agree to pay market rent.
3. Effective Date. This Permit shall be in effect upon execution by City and Permittee and approval by the City Attorney ("Effective Date") and shall expire on July 1, 2002.
4. Insurance. Prior to entry onto the Permit Area, Permittee shall deliver to City a policy of public liability and property damage insurance, in which "the City of San Diego" is named as an additional insured, has been secured in an amount of not less than



Real Estate Assets

1200 Third Avenue, Suite 1700, MS 51A • San Diego, CA 92101-4199

Tel (619) 236-6020 Fax (619) 236-6706

\$1 million combined single limit liability with an occurrence claims form and that the policy shall be kept in force for the duration of this Permit. A certificate of the insurance shall be filed with the City Real Estate Assets Department upon execution of this Permit.

5. Hold Harmless. Permittee agrees to defend, indemnify, protect, and hold the City, its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Permittee's employees, invitees, guests, agents, or officers, which arise out of or are in any manner directly or indirectly connected with the grant of this Permit to the Permittee, the development or operation of the Permit Area or the work and operations to be performed under this agreement, and all expenses of investigating and defending against same; provided, however, that Permittee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of the City, its agents, officers, or employees.
6. 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.
7. Permittee's Risk. All risks in connection with Permittee's use of the Permit Area and any damages to the improvements thereon, thereunder, or in the vicinity thereof shall be borne in full by Permittee.
8. Nuisance. Permittee shall not use the Permit Area in any manner which, in the opinion of the City Manager, creates a nuisance or disturbs the quiet enjoyment of persons in the surrounding area.
9. Revocable Permit. This Permit is not a lease. It is a license to use City property, revocable at any time by the City of San Diego. It is mutually agreed that the City of San Diego shall not be obligated for any loss, financial or otherwise, which may be incurred by Permittee as a result of termination of this Permit, and, further, that Permittee expressly waives any claim for expense or loss which Permittee might incur as a result of termination of this Permit. City shall have and maintain the right at all times to enter upon the Permit Area in the City's sole discretion.

10. Possessory Interest Tax. Permittee recognizes and understands that this Permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on such interest. Such tax payment shall not reduce any fee paid the City of San Diego under this Permit. Permittee shall pay any tax or assessment before it becomes delinquent.
11. Compliance with Laws. Permittee shall at its sole cost and expense comply with all requirements of municipal, state, and federal authorities, including any laws now in effect or which may hereafter be in effect, which pertain to the Permit Area.
12. Deposit. Permittee shall file with the City Real Estate Assets Department a \$50,000 cash performance deposit, or proof of performance bonding, to assure that, upon expiration or earlier termination of this Permit, Permittee shall at its sole cost remove all materials and repair and/or restore the Permit Area to its original condition, including any hazardous or toxic waste remediation, to the satisfaction of the City Manager.
13. No Assignment. Permittee shall not assign any rights granted by this Permit nor any interest therein without the prior written approval of the City Manager. Approval of any such proposed assignment may be withheld in the sole and absolute discretion of the City Manager. Any assignment by operation of law shall automatically terminate this Permit.
14. Signs. No signs shall be displayed on the Permit Area without the prior written consent of the City Manager.
15. Encumbrances. Permittee shall keep the Permit Area free from all encumbrances and liens of any nature during the term of the Permit. Permittee shall defend, hold harmless and indemnify the City from and against any and all such encumbrances and/or liens and from and against any claim, liability, cost or expense (including all costs and attorneys fees), which may be filed or instituted against the Permit Area (including without limitation the 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.
16. Maintenance of the Permit Area. Permittee shall be solely responsible for maintaining the Permit Area, including constructed improvements, in a decent, safe, healthy and sanitary condition at all times during the entire term of this Permit.

17. Facility Construction. Construction of the Facility as provided in Section 1 above, including screening and landscaping, shall be accomplished to the City Manager's satisfaction at Permittee's sole cost.
18. Grading. Grading and compaction operations shall be done in such a manner that the existing surface drainage pattern will not be disrupted and the final grades will not interfere with the existing flow pattern.
19. Irrigation. Irrigation of the Permit Area shall be the sole responsibility of Permittee during the entire term of this Permit.
20. Floodplain Restrictions. Due to the location of the Permit Area in a floodplain, grading, filling, dumping, new planting or fencing are prohibited unless first approved in writing by the City Manager. Permittee shall not change the surface grade or construct any barriers on the Permit Area. Any such violations will be corrected by Permittee at its sole expense to the satisfaction of the City Manager and are grounds, at the City's option, for immediate termination of this Permit.
21. Governmental Approvals. By the granting of this permit, neither City nor the Council of City is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to development or operation of the premises. Discretionary action includes but is not limited to rezonings, variances, environmental clearances, or any other governmental agency approvals which may be required for the development and operation of the Permit Area.
22. Ownership of Improvements. Permittee will retain ownership of any and all improvements, structures, and installations constructed by Permittee for the duration of this and any subsequent rental or occupancy agreements (Agreement). Any and all improvements, structures, and installations or additions to the Permit Area now existing or subsequently affixed to the Permit Area by Permittee shall, at Agreement expiration or termination, be deemed to be part of the Permit Area and shall become, at City's option, City's property free of all liens and claims, except as otherwise provided in the most current Agreement.

Please acknowledge your agreement to the foregoing terms and conditions on the enclosed copy of this letter and return it to the City Real Estate Assets Department, together with your insurance

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The North County Transit Development Board
January 17, 2002

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

If you should require additional information or have any questions, please call Jim Anthony, Property Agent, at (619) 533-6509.

Very truly yours,



Lucille M. Goodman, Supervising Property Agent
Real Estate Assets Department

Date: 2-7-02

JPA

Attachments

cc: County Assessor
Drainage and Floodplain Management

H:\Projects\Sorrento Coaster Parking\ROE- MTDB-NCTD @ Sorrento Valley Coaster3.wpd

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The San Diego Metropolitan Transit Development Board

The North County Transit Development Board

January 17, 2002

THE ABOVE IS ACKNOWLEDGED AND ACCEPTED THIS 15 DAY OF
FEB, 2002.
2002.

SAN DIEGO METROPOLITAN TRANSIT
DEVELOPMENT BOARD

By Donna J. Lavin

Printed JACK LIMBERS

Title DEPUTY GENERAL MANAGER

NORTH COUNTY TRANSIT DEVELOPMENT BOARD

By Karen A. King

Printed Karen A. King

Title Development & Communications Services

ENVIRONMENTAL ANALYSIS SECTION
ENVIRONMENTAL CLEARANCE:

By Allison Raay

APPROVED AS TO FORM AND LEGALITY

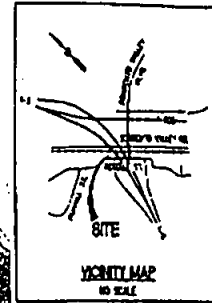
CASEY GWINN, City Attorney

By Prescilla Dwyer
Deputy City Attorney

EXHIBIT "A" - Permit Area

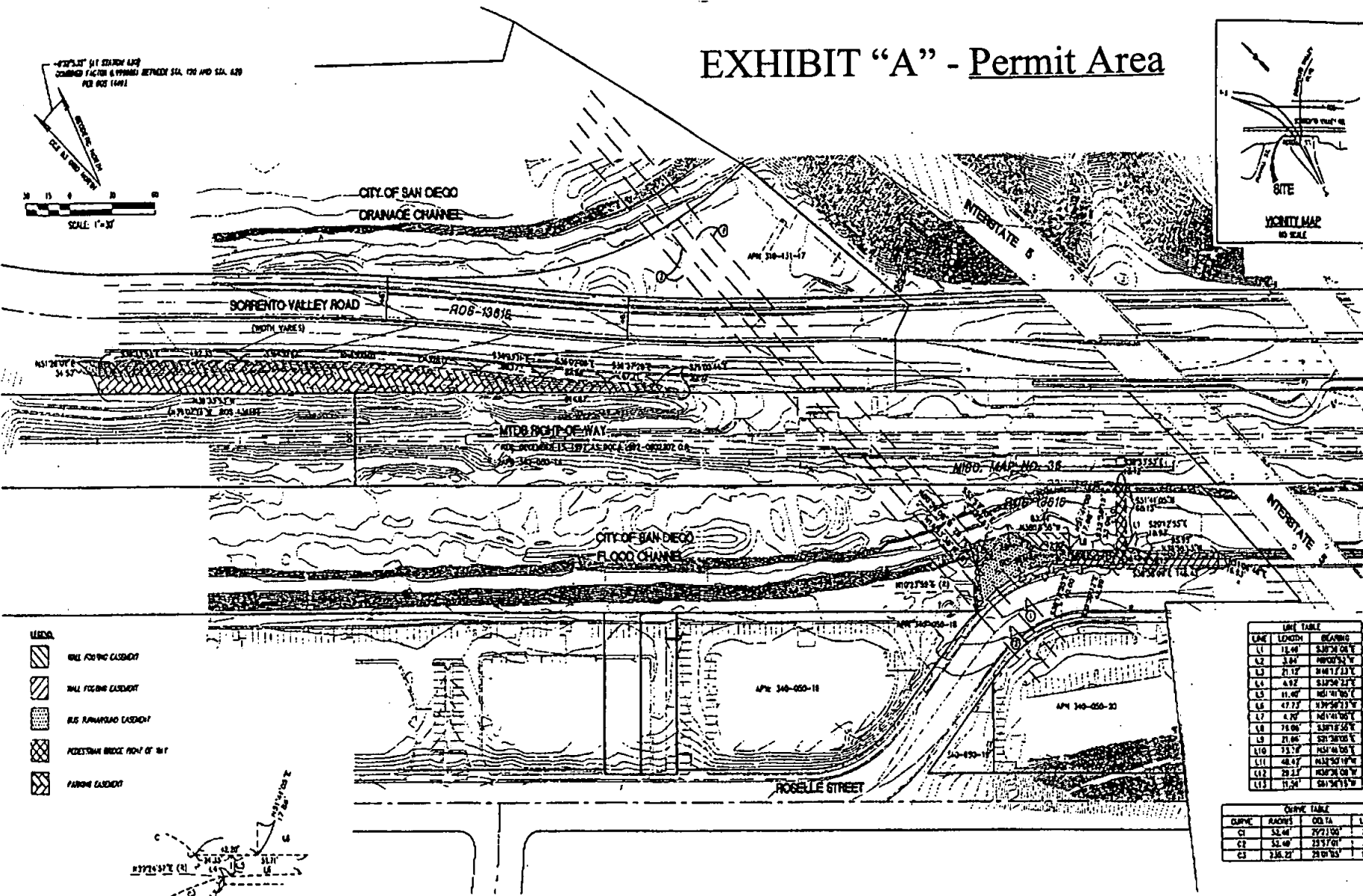
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The North County Transit Development Board
December 18, 2001

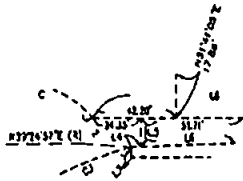


425'± STATION 425
COMBINED FACTOR & PERCENT BETWEEN STA. 120 AND STA. 425
FOR ROW 1991

SCALE: 1"=30'



- LEGEND
- WALL FOLDING EASEMENT
 - WALL FOLDING EASEMENT
 - BUS RAMPING EASEMENT
 - PEDESTRIAN BRIDGE FRONT OF M.T.
 - PARKING EASEMENT



LINE TABLE

LINE	LENGTH	BEARING
L1	11.46	S 87° 24' 00" E
L2	3.84	N 89° 03' 53" W
L3	21.12	N 46° 17' 13" E
L4	6.92	S 87° 24' 00" E
L5	11.46	N 87° 24' 00" E
L6	47.73	S 87° 24' 00" E
L7	4.26	N 87° 24' 00" E
L8	74.00	S 87° 24' 00" E
L9	21.84	S 87° 24' 00" E
L10	73.72	N 87° 24' 00" E
L11	48.47	N 87° 24' 00" E
L12	29.11	N 87° 24' 00" E
L13	11.54	S 87° 24' 00" E

CURVE TABLE

CURVE	RADIUS	CHORD	LENGTH
C1	52.44'	2927.00'	28.91'
C2	52.44'	2537.01'	23.78'
C3	236.22'	2870.53'	119.17'

ITEM	DESCRIPTION	GRANTEE	DOCUMENT NUMBER	DATE RECORDED
①	UTILITY EASEMENT	SAN DIEGO GAS & ELECTRIC CO.	T/A 64-077855 O.R.	MAY 29, 1964
②	UTILITY EASEMENT	SAN DIEGO GAS & ELECTRIC COMPANY	T/A 64-077829 O.R.	FEBRUARY 04, 1967

ACQUISITION	DATE OF ACQUISITION	VEHICLE	ACQUISITION USE	TIME	TYPE
WALL FOLDING	10/22/91	CITY OF SAN DIEGO	WALL FOLDING EASEMENT	1.043 A.C.	E
WALL FOLDING	10/22/91	CITY OF SAN DIEGO	WALL FOLDING EASEMENT	2.342 A.C.	E
WALL FOLDING	10/22/91	CITY OF SAN DIEGO	BUS RAMPING EASEMENT	4.076 A.C.	E
WALL FOLDING	10/22/91	CITY OF SAN DIEGO	PEDESTRIAN BRIDGE FRONT OF M.T.	2.424 A.C.	E
WALL FOLDING	10/22/91	CITY OF SAN DIEGO	PARKING EASEMENT	20.300 A.C.	E

BERGGREN & ASSOCIATES
VINO SURVEYING AND DESIGN
6046 COLLEGEVIEW COURT WEST #116
SAN DIEGO, CALIFORNIA 92121
(619) 424-0331 / (619) 424-0336



DRAWN BY
J. ROGERS
CHECKED BY
A. BERGGREN
DATE
10/22/91
10/22/91
MICH. PRJ. ENG.

MTDB



Metropolitan Transit Development Board
1235 Imperial Avenue, Suite 1000, San Diego, CA 92101-7490 (619) 231-1446

SORRENTO STATION

SCALE
1" = 60'

RIGHT OF WAY PLANS

MTDB CONTRACT NO.
XXX-XXX
DRAWING NO.
ROW
SHEET
1 of 1

NO.	DATE	REVISIONS	BY	CHK	APPV

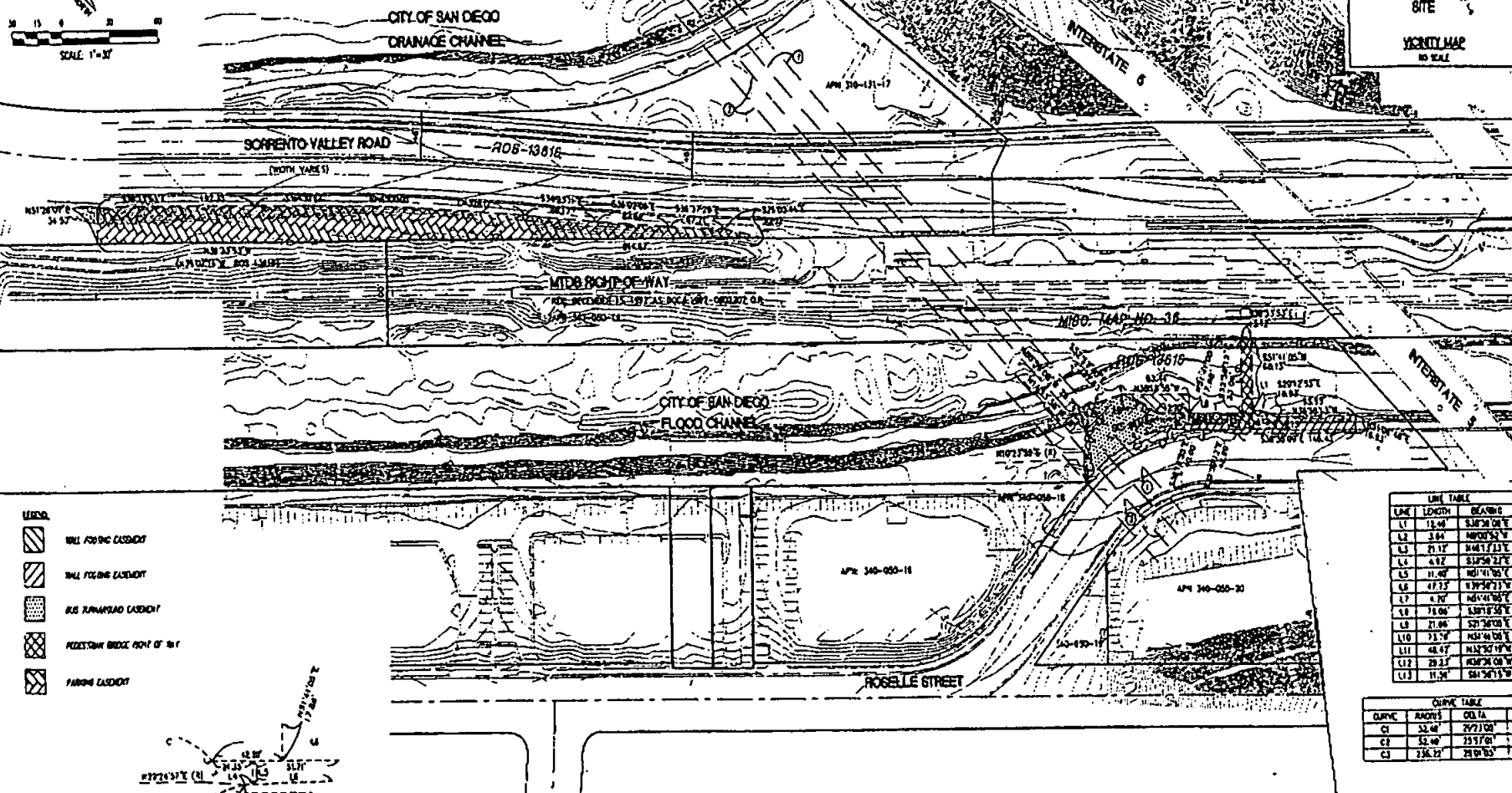
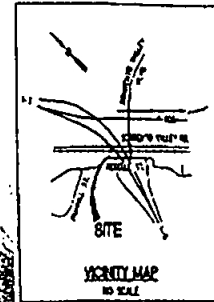


EXHIBIT "A" - Permit Area

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420'± (1" = 30')
COMBINED FACTOR & PITCH BETWEEN STA. 170 AND STA. 420
FOR RDS (1441)

SCALE: 1" = 30'



- WALL FLOOD EASEMENT
- WALL FLOOD EASEMENT
- BUS TURNAROUND EASEMENT
- PEDESTRIAN BRIDGE FRONT OF WAY
- PARKING EASEMENT

LINE	LENGTH	BEARING
L1	13.40'	S45°30'00"E
L2	3.64'	N00°00'00"W
L3	21.17'	S46°17'33"E
L4	4.82'	S45°30'00"E
L5	11.40'	N01°41'00"E
L6	47.73'	N39°00'00"E
L7	4.70'	N00°00'00"W
L8	19.00'	S00°00'00"E
L9	21.00'	S01°30'00"E
L10	23.74'	N51°40'00"E
L11	48.47'	N15°30'00"E
L12	20.23'	N00°00'00"W
L13	11.34'	S01°30'00"E

CURVE	RADIUS	DELTA	LENGTH
C1	32.40'	29°21'00"	26.91'
C2	32.40'	23°57'00"	23.74'
C3	236.32'	25°00'00"	118.13'

DETAIL "A"
1" = 30'

ITEM	DESCRIPTION	GRANTEE	DOCUMENT NUMBER	DATE RECORDED
1	UTILITY EASEMENT	SAN DIEGO GAS & ELECTRIC CO.	F/M 84-027855 O.R.	MAY 21, 1984
2	UTILITY EASEMENT	SAN DIEGO GAS & ELECTRIC COMPANY	F/M 87-027829 O.R.	FEBRUARY 04, 1997

ACQUISITION DOCUMENT	DATE OF ACQUISITION	VEHICLE	ACQUISITION USE	TIME	TYPE
WALL FLOOD EASEMENT	01/24/00	CITY OF SAN DIEGO	WALL FLOOD EASEMENT	1.043 AC.	E
WALL FLOOD EASEMENT	01/24/00	CITY OF SAN DIEGO	WALL FLOOD EASEMENT	2.242 AC.	E
WALL FLOOD EASEMENT	01/24/00	CITY OF SAN DIEGO	BUS TURNAROUND EASEMENT	4.776 AC.	E
WALL FLOOD EASEMENT	01/24/00	CITY OF SAN DIEGO	PEDESTRIAN BRIDGE FRONT OF WAY	2.67 AC.	E
WALL FLOOD EASEMENT	01/24/00	CITY OF SAN DIEGO	PARKING EASEMENT	20.30 AC.	E

BERGGREN & ASSOCIATES
LAND SURVEYING AND RIGHT OF WAY WORK
6844 CORNWATER COURT, WEST (116)
SAN DIEGO, CALIFORNIA 92121
(616) 424-0334 / (616) 424-0338



DRAWN BY
J. ROGERS
10/22/01
CHECKED BY
J. BERGGREN
10/22/01
WITNESS
PRJ. ENG.

MTDB
Metropolitan Transit Development Board
1233 Imperial Avenue, Suite 1000, San Diego, CA 92101-7490 (619) 231-1486

SORRENTO STATION	SCALE 1" = 60'
RIGHT OF WAY PLANS	WDB CONTRACT NO. XXX-XXX
	DRAWING NO. RDW
	SHEET 1 of 1

NO.	DATE	REVISIONS	BY	CHECK	APPROVE

2-15-44 VK -

805

15

