

PY-1078 CITY OF

DOCUMENT _____

RESOLUTION NO. _____

ORDINANCE NO. _____

LENGTH OF LEASE: Yea

Year to year

BEGINNING

6-22-56

LEGAL DESCRIPTION: Por. of Montgomery Park
Por. NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 27,
T18S, R2W

PROPERTY FILE CODE

C12P

PURPOSE OF LEASE: Electric transmission line

Y603RD 001

Land * granted by Statutes to City on 5-16-61

REMARKS: May cancel 60 days notice. This power line was in effect prior to transfer of

Memorial State Park to City by State. * \$40 plus 2¢ per lineal ft.

BILLED BY: Property DEPARTMENT: Yearly ON June 22

FOR PERIOD IN Advance CREDIT FUND 100 ACCOUNT 75799
7559

RENTAL IS \$60.40^{*} PER Year AND/OR _____

ADDRESS 861 Sixth Avenue, San Diego, California

PHONE 232-4252

(NAME OF LESSEE)

(BRIEF LEGAL)

(EXPIRATION DATE)

SAN DIEGO GAS & ELECTRIC CO./06

Montgomery Park

Year to Year

Montgomery Memorial State Park

POWER LINE AGREEMENT

SAN DIEGO GAS ELECTRIC COMPANY

THIS AGREEMENT, made and entered into this 22nd day of June, 1956, by and between the STATE OF CALIFORNIA, acting by and through the State Park Commission hereinafter called "State", and the SAN DIEGO GAS AND ELECTRIC COMPANY, a California Corporation, hereinafter called "Company".

WITNESSETH:

WHEREAS, Company desires to acquire the right and privilege of constructing, maintaining and operating an electric transmission line across the hereinafter described lands located in Montgomery Memorial State Park; and

WHEREAS, construction, maintenance and operation of said electric transmission line will not interfere with the development, use and enjoyment of the State Park System;

NOW THEREFORE, State, pursuant to Section 5012.1 of the Public Resources Code of the State of California, in consideration of the payments herein provided by the San Diego Gas and Electric Company, does by these presents give to the Company a permit easement to construct, maintain and operate an electric transmission line over and across the following described lands:

PARCEL 1:

Those portions of the Northeast Quarter of the Northeast Quarter and of the Southeast Quarter of the Northeast Quarter of Section 27, Township 18 South, Range 2 West, San Bernardino Meridian, in the County of San Diego, State of California, according to United States Government Survey approved February 25, 1870, described as follows:

Beginning at the Northeast corner of the Northwest Quarter of Southeast Quarter of Northeast Quarter of said Section 27; thence along the South line of said Northeast Quarter of Northeast Quarter South $89^{\circ} 49' 45''$ West, 500.15 feet to a point on the Easterly line of California State Highway District XI, San Diego County, Route 2, Section "F", said point being on a curve in said Easterly line having a radius bearing North $75^{\circ} 34' 53''$ East, 2950 feet from said point, said point being the true point of beginning of the property herein described; thence Northerly along said Easterly line being along said curve through a central angle of $10^{\circ} 58' 07''$ a distance of 564.74 feet to the end of said curve; thence continuing along said Easterly line of said State highway North $3^{\circ} 27'$ West (record North $3^{\circ} 18'$ West) 56.00 feet; thence at right angles North $86^{\circ} 33'$ East, 46.96 feet; thence South $41^{\circ} 32' 22''$ East, 820.66 feet to the said Northeast corner of said Northwest Quarter of said Southeast Quarter of said Northeast Quarter; thence along the North line of the Northeast Quarter of said Southeast Quarter of said Northeast Quarter North $89^{\circ} 49' 45''$ East, 665.39 feet to the Northeast corner of said Northeast Quarter of said Southeast Quarter of said Northeast Quarter; thence along the East line of said Section 27 South $0^{\circ} 04'$ East, 667.62 feet to the Southeast corner of said Northeast Quarter of said Southeast Quarter of said Northeast Quarter; thence along the South line of said Northeast Quarter of said Southeast Quarter of said Northeast Quarter South $89^{\circ} 49'$ West, 664.86 feet to the Southwest corner of said Northeast Quarter of said Southeast Quarter of said Northeast Quarter; thence along the North and South center line of said Southeast Quarter of said Northeast Quarter South $0^{\circ} 06' 54''$ East, 382.61 feet to said Northeasterly line of said State Highway; thence along said Northeasterly line as follows: North $34^{\circ} 05'$ West (Record North $33^{\circ} 56'$ West) 157.30 feet to the beginning of a tangent 2950 foot radius curve concave Northeasterly; thence Northwesterly along said curve through a central angle of $8^{\circ} 16' 25''$ a distance of 425.98 feet; thence radial to said curve North $64^{\circ} 11' 25''$ East, 15.00 feet to a point in a 2935 foot radius curve concave Easterly and concentric with said 2950 foot radius curve; thence Northwesterly along said 2935 foot radius curve through a central angle of $5^{\circ} 43' 46''$ a distance of 293.50 feet; thence radial to said curve South $69^{\circ} 55' 11''$ West, 15.00 feet to a point in said 2950 foot radius curve; thence Northwesterly along the last named curve through a central angle of $5^{\circ} 39' 42''$ a distance of 291.50 feet to the true point of beginning.

PARCEL 2:

That portion of the Southeast Quarter of Southeast Quarter of Northeast Quarter of Section 27, Township 18 South, Range 2 West, San Bernardino Meridian, in the County of San Diego, State of California, according to United States Government Survey approved February 25, 1870, lying North of a line beginning on the South line of Northeast Quarter, 301.59 feet East of the Southwest corner of Southeast Quarter of Northeast Quarter; being the beginning of a E line of County Highway known as Road Survey No. 367, according to Map thereof filed in the office of the County Surveyor of San Diego County, thence following the said center line of said Road Survey Easterly on a curve concave Northwesterly radius of 500 feet, a distance of 261.22 feet; thence North 59° 56' East, 570.78 feet; thence Easterly on a curve concave Southeasterly radius 500 feet a distance of 248.13 feet; thence North 88° 22' East to the East line of Section 27, Township 18 South, Range 2 West, San Bernardino Meridian.

The route of said line of poles and wires shall be as follows:

Within that certain 20.0 foot strip of land over and across the above described property being 10.0 feet measured at right angles on each side of the following described center line.

Commencing at the Northeast corner of said Southeast Quarter of the Northeast Quarter; thence North 89° 49' 45" East, 1.0 foot to the true point of beginning of the above mentioned center line; thence from said true point of beginning South 0° 34' 27" East along a line which is parallel and 1.0 foot Easterly of the Easterly line of said Section 27, a distance of 826.20 feet; thence South 61° 45' 33" West, 574.67 feet to a point hereinafter known and designated as Point "A"; thence South 23° 27' 18" West to a line, which said line is described in Parcel 2 of the above described property.

Also: Within that 4.0 foot strip of land over and across said Parcel 2 of the above described property being 2.0 feet measured at right angles on each side of the following described center line. Beginning at the above mentioned said Point "A"; thence North 47° 23' 34" West, 50.0 feet.

Excepting from the above described right of way any portion thereof not lying within the above described lands of the Grantor herein.

Excepting from the above described right of way any portions thereof lying within any deeded or dedicated Road, Street or Highway.

subject to the following conditions.

1 I.

2 The electric transmission lines shall be placed in the
3 area shown on the print marked Exhibit "A" and by this reference
4 made a part hereof.

5 II.

6 It is understood that no vegetation will be disturbed,
7 as no poles, anchors or other installations shall be placed on
8 said area and this permit is only for the overhanging of trans-
9 mission lines over State Park property.

10 III.

11 In consideration of the granting of this permit by
12 State, Company shall pay to State a flat annual fee of \$40.00,
13 plus 2¢ per lineal foot of transmission line. The first annual
14 payment shall be made when Company executes this agreement, and
15 all subsequent payments shall be paid in advance on the 22nd day
16 of June of the year when due. All payments shall be made to the
17 Departmental Accounting Office, Department of Natural Resources,
18 Sacramento, California.

19 IV.

20 Company is to provide for the safety and protection of
21 the public using the park area at all times during construction
22 and maintenance of the transmission line and shall conform to
23 all rules and regulations of the State Park Commission and such
24 other laws, rules and regulations that may be applicable to this
25 particular type of installation.

26 V.

27 This agreement and the rights and privileges herein
28 given Company shall terminate in the event the Company shall
29 fail for a continuous period of one year, after the initial
30 installation, to maintain and operate said facilities.
31

1 VI.

2 In the event of the termination of this grant of right of
3 way, Company shall, at its own expense and risk, when requested
4 to do so by State, remove all property and equipment placed by or
5 for Company upon said lands and restore said lands as nearly as
6 possible to the same state and condition they were in prior to the
7 installation of said facilities, but if Company shall fail so to
8 do within sixty (60) days after receipt of such request State may
9 so do at the risk and expense of Company.

10 VII.

11 Upon the termination of the rights hereby granted Company
12 shall execute and deliver to State within thirty (30) days after
13 service of written demand therefor, a good and sufficient quit-
14 claim deed to the rights arising hereunder. Should Company fail
15 or refuse to deliver to State a quitclaim deed, as aforesaid, a
16 written notice by State reciting the failure of Company to
17 execute and deliver said quitclaim deed, as herein provided, and
18 terminating said grant, shall, after ten (10) days from the date
19 of recordation of said notice, be conclusive evidence against
20 Company and all persons claiming under Company of the termination
21 of said grant.

22 VIII.

23 This agreement is not intended to and shall not be con-
24 strued to decrease or interfere with any duty, right or power
25 which the State Park Commission may have in connection with the
26 lands involved herein.

27 IX.

28 Company agrees to release, and to protect and save harm-
29 less, State from any and all loss and/or liability on account of
30 injury, loss or damage to persons or property suffered or sus-
31 tained in, on or about said premises by any person whomsoever
32 in any manner arising by reason of the use of occupancy of said
33 premises by Company or by any person claiming under it.

1 The provisions and conditions herein contained shall
2 inure to the benefit of, and bind, the respective successors
3 and assigns of the parties hereto.

4 IN WITNESS WHEREOF, State has executed these presents
5 the day and year first above written.

6
7 STATE OF CALIFORNIA, acting by and
8 through its State Park Commission

9 By *J. A. Knowland*
10 J. A. KNOWLAND, Chairman

11 ATTEST:

12 *J. E. Covington*
13 J. E. COVINGTON
14 Executive Secretary

15
16 APPROVED:

17 *Robert Nelson*
18 ROBERT NELSON
19 Director of Natural Resources

20
21 San Diego Gas and Electric Company, a California
22 corporation, hereby accepts the within grant of right of way
23 and agrees to perform the covenants, agreements and conditions
24 on its part to be kept and performed in the manner and at the
25 time stated.

26 Dated this 11th day of September, 1958.

27 SAN DIEGO GAS AND ELECTRIC COMPANY

28 By *Charles*
29 Its Vice-President ~~and Secretary~~

30 And By *W. C. [unclear]*
31 Its Secretary

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On this 1st day of September, 1950, before me

Joseph A. Valenzuela

Notary Public in and for the County of San Diego, State of California, residing therein, duly commissioned

and sworn, personally appeared E. A. Noble

known to me to be the Vice President and S. C. Cavalieri

known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, the day and year in this certificate first above written.

My Commission Expires April 20, 1950

My Commission Expires April 20, 1950

AGRICULTURAL COMMISSION - San Francisco

Notary Public in and for the County of San Diego, State of California

San Diego, California

STATE OF CALIFORNIA

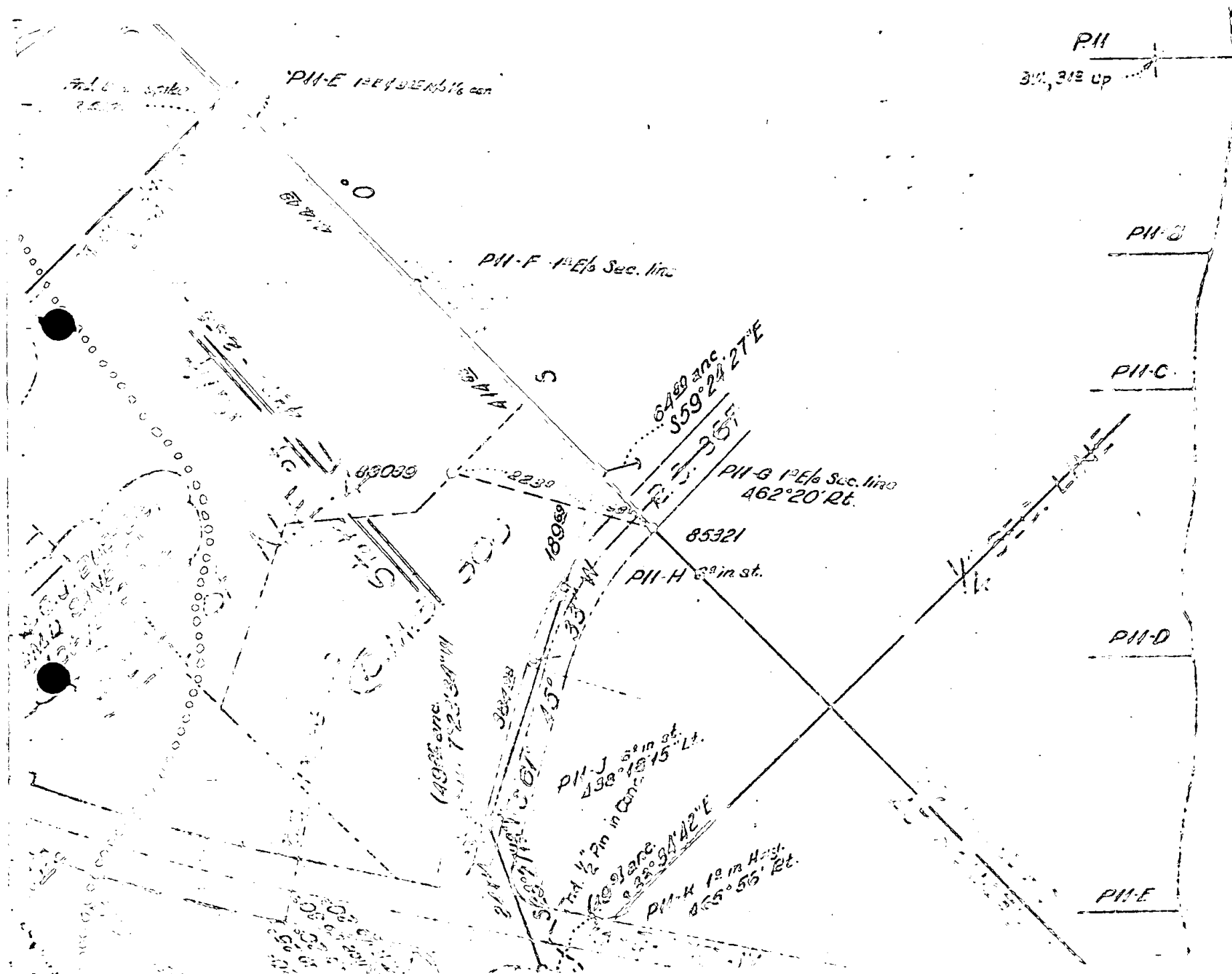
COUNTY OF

ss.

On this 1st day of September, 1950, before me Joseph A. Valenzuela, a Notary Public in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared J. R. Howard, known to me to be the Chairman of the State Park Commission of the State of California, the body politic and sovereign that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said State of California and acknowledged to me that said State of California executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first above written.

Notary Public in and for the County of San Diego, State of California



RESOLUTION No. 168690 DEC - 7 1961

BE IT RESOLVED, by the Council of the City of San Diego, as follows:

That the quitclaim deed of the COUNTY OF SAN DIEGO, by Chairman, Board of Supervisors, executed in favor of The City of San Diego, bearing date November 14, 1961, quitclaiming to said City portions of the Northeast Quarter of the Northeast Quarter, of the Southeast Quarter of the Northeast Quarter and the Southeast Quarter of Southeast Quarter of Northeast Quarter of Section 27, Township 13 South, Range 2 West, San Bernardino Meridian, in the County of San Diego, State of California, according to United States Government Survey approved February 25, 1870, as more particularly described in said deed, be, and the same is hereby accepted on the conditions therein expressed.

That the City Clerk of said City is hereby authorized and directed to file the said deed for record in the office of the Recorder of said San Diego County.

Presented by _____

APPROVED as

to form by ALAN H. FIRESTONE, City Attorney

By _____
Chief Deputy City Attorney

ag/11/1/61

I HEREBY CERTIFY the above to be a full, true, and correct copy of Resolution No. _____ of the Council of the City of San Diego, as adopted by said Council _____

City Clerk

By _____
Deputy.

BEFORE THE STATE BOARD OF CONTROL OF
THE STATE OF CALIFORNIA

Reserve for Filing Stamp
Claim No. _____

In the Matter of the Claim of)
City of San Diego)
_____)
_____)
against the State of California)

The undersigned claimant hereby makes claim against the State of California in
the sum of \$ 241.60, and in support of said claim represents as follows:

(Incorporate concise statement of facts constituting claim)

This claim concerns an agreement dated June 22, 1956 between the State of California and San Diego Gas and Electric Company for the construction and maintenance of an electric transmission line across what was then State owned property known as Montgomery Memorial State Park.

This agreement was year-to-year and provided the State of California a rent of \$60.40 per year based on a flat rate of \$40.00 plus \$.02 per pole line footage amounting to 1,019 feet.

Subject property was transferred by the State under Chapter 2005, Statutes of 1961, with the exact date of title passing to the City on November 14, 1961. The State then inadvertently collected the rents from June 22, 1962 to June 21, 1966 to the total sum of \$241.60, which we feel rightfully belongs to the City, and is the basis of our claim.

The attached letters from the State to the City of San Diego acknowledge our claim.

Dated: _____

Send Notices to:

City of San Diego
~~City Administration Building~~
Community Concourse
202 "C" Street
~~San Diego, California 92161~~
Attention: ~~Director~~

X _____
Claimant's Signature

Address

(CLAIM TO BE FILED IN TRIPLICATE WITH THE STATE BOARD OF CONTROL AT ITS OFFICES IN
ROOM 102, STATE OFFICE BUILDING #1, 915 CAPITOL MALL, SACRAMENTO, CALIFORNIA.)

STATE OF CALIFORNIA

COUNTY OF _____

)
) ss.
)

_____, being by me first
duly sworn, deposes and says: That he is the claimant above named, that he has read the fore-
going claim and knows the contents thereof, that the same is true of his own knowledge except
as to those matters therein stated on information and belief, and as to those matters that he
believes it to be true.

Claimant's Signature

Subscribed and sworn to before me
this _____ day of _____, 19____.

Notary Public in and for the County of _____, State of California

FOLLOWING FORM OF VERIFICATION TO
BE USED IF CLAIMANT IS A CORPORATION

STATE OF CALIFORNIA

COUNTY OF _____ SAN DIEGO

)
) ss.
)

Mr. Meno L. Wilhelms, being by me first
duly sworn, deposes and says: That he is the _____ Assistant City Manager
of _____ the City of San Diego, a corporation, the claimant herein; that
he has read the foregoing claim and knows the contents thereof; that the same is true of
his own knowledge except as to those matters therein stated on information and belief,
and as to those matters that he believes it to be true.

(x) _____
Claimant's Signature

Subscribed and sworn to before me
this _____ day of _____, 19____.

Notary Public in and for the County of _____, State of California

NOTICE

Section 72 of the Penal Code provides:

"Every person who, with intent to defraud, presents for allowance or for payment
to any state board or officer, or to any county, town, city, district, ward or village
board or officer, authorized to allow or pay the same if genuine, any false or fraudulent
Claim, bill, account, voucher, or writing, is guilty of a felony."