



Real Estate Assets Department

SDC003

US Army Corps. of Engineers
2001 WR - 012 - A00

Document Type

LEGAL DOCUMENTS



③

Sub - Category

AGREEMENTS



U.S. CUSTOMS AND BORDER PROTECTION**DEPARTMENT OF HOMELAND SECURITY****Right-of-Entry For Survey and Site Assessment and Road Maintenance**

The undersigned, hereinafter called the "Owner", hereby grants to the United States of America, hereinafter called the "Government", a temporary right-of-entry upon Owner's property described below, hereinafter called the "Property". This right-of-entry is granted upon the following terms and conditions:

1. The Government's employees and contractors shall have the right to enter upon Owner's Property for the purpose of conducting environmental assessments and property surveys, including the right to temporarily store, move and remove necessary equipment and supplies; survey, stake out, appraise, bore and take soil and/or water samples, remove brush, perform road maintenance, and perform any other such work which may be necessary and incidental to the Government's assessment of the Property for proposed maintenance and repair of border security infrastructure.
2. This right-of-entry is irrevocable for a period of **24** months from the date of this instrument.
3. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry.
4. If any action of the Government's employees or agents in the exercise of this right-of-entry results in damage to the real property, the Government will, at its option, either repair such damage or make an appropriate settlement with the Owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained herein may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any other damages than provided herein.

5. The Property that is subject to this right-of-entry is located in the State of California, County of San Diego, as delineated in red as shown on the map attached as Exhibit "A".
6. I affirm that I have the authority to grant this right-of-entry onto the Property described above.

THE CITY OF SAN DIEGO, a California municipal corporation

Date: 8/26/10

BY: [Signature]
 Name: James F. Barwick
 Title: Director, Real Estate Assets Department

U.S. ARMY CORPS OF ENGINEERS

Date: 9.3.10

BY: [Signature]
 Name: Theresa M. Kaplan
 Title: Chief, Asset Management Division

ENVIRONMENTAL ANALYSIS SECTION ENVIRONMENTAL CLEARANCE
 This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301

Date: 8/27/10 BY: [Signature]
 Name: Nicole McGinnis
 Title: Senior Planner

APPROVED AS TO FORM AND LEGALITY:

JAN I. GOLDSMITH, City Attorney

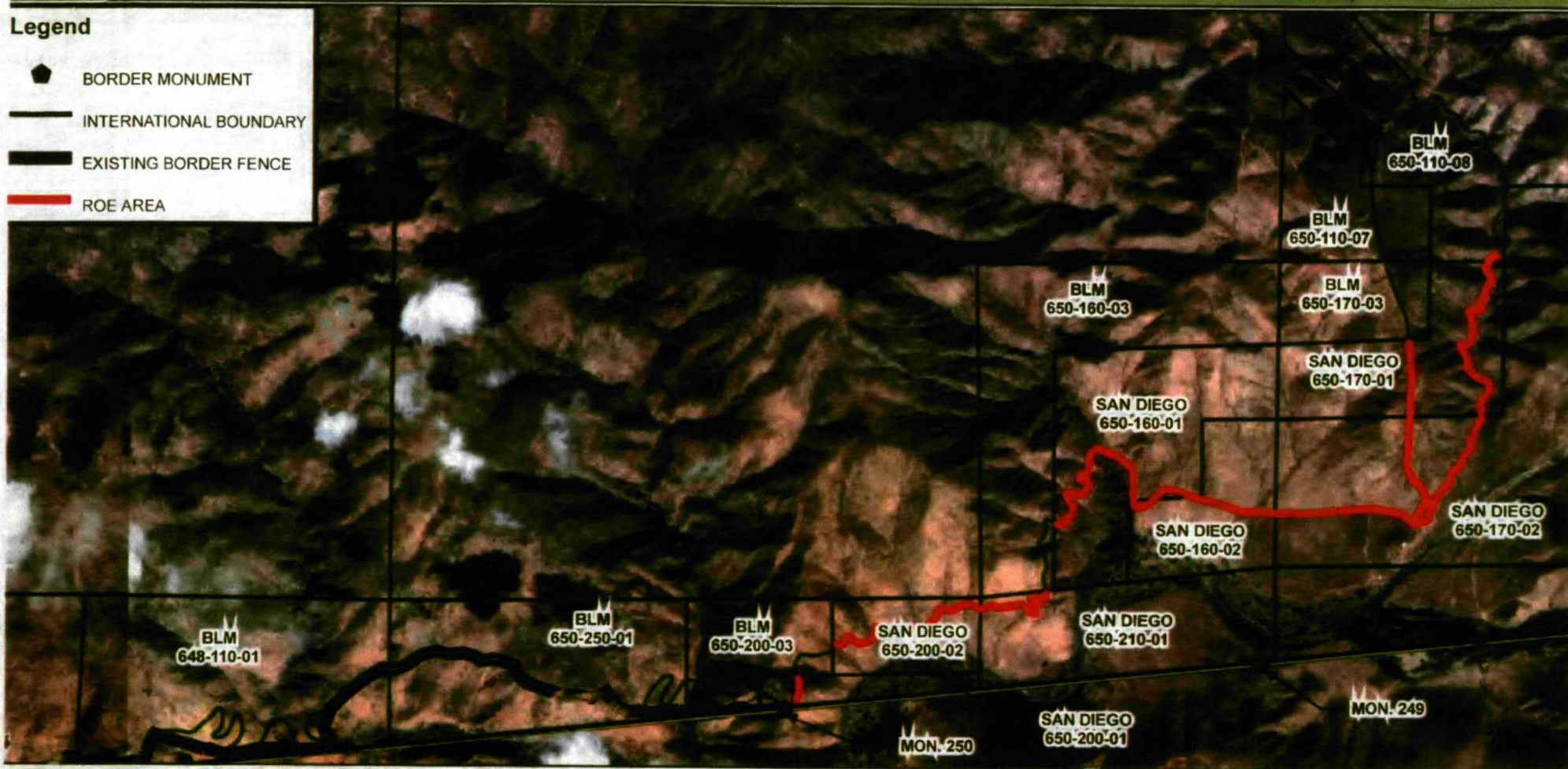
BY: [Signature]
Elisa A. Casato, Deputy City Attorney

CITY OF SAN DIEGO ROE - A1 EAST ACCESS

"EXHIBIT A", SHEET 1 OF 1

Legend

-  BORDER MONUMENT
-  INTERNATIONAL BOUNDARY
-  EXISTING BORDER FENCE
-  ROE AREA



This product is reproduced from geospatial information prepared for the U.S. Army Corps of Engineers. GIS data and product accuracy may vary. Using GIS products for purposes other than those for which they were created may yield inaccurate or misleading results. The Corps of Engineers reserves the right to correct, update, modify, or replace GIS products without notification. For more information contact Los Angeles District Real Estate. This map is For Official Use Only in support of the Border Security projects. Use of these images by government contractors for any other purposes is prohibited by licensing agreements under penalty of law. All derived products shall contain the appropriate trademarks and copyright information.

