



INTERNATIONAL BOUNDARY AND WATER COMMISSION
UNITED STATES AND MEXICO

OFFICE OF THE COMMISSIONER
UNITED STATES SECTION

MAY 9 1995

RECEIVED

MAY 11 1995

REAL ESTATE ASSETS

The City of San Diego
Real Estate Assets Department
Civic Center Plaza
1200 Third Avenue, Suite 1700
San Diego, California 92101-4199

ATTN: Mr. Martin L. Mumert, Property Agent
Asset Management Division

RE: Right of Entry Permit - For a Portion of the Property Currently Rented
by the Department of Justice - Border Patrol - APN 760-209-92

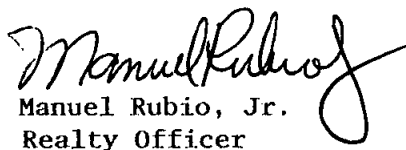
Dear Mr. Mumert:

The subject Right of Entry Permit has been signed on behalf of the United States and two copies of the permit is returned to your office as requested.

This permit authorizes the International Boundary and Water Commission (IBWC) to install, operate, and maintain a groundwater monitoring well 12.19 meters (40 feet) deep, on city-owned property within the San Diego area, in accordance with the terms and conditions stated in said Right of Entry Permit.

If you have any questions please call me at (915) 534-6684.

Sincerely,


Manuel Rubio, Jr.
Realty Officer

Enclosures



THE CITY OF

SAN DIEGO

REAL ESTATE ASSETS DEPARTMENT, MAIL STATION 51-A

CIVIC CENTER PLAZA, 1200 THIRD AVENUE, SUITE 1700

SAN DIEGO, CALIFORNIA 92101-4199 TELEPHONE: (619) 236-6020

FAX: (619) 236-6706

March 27, 1995

Files: Property File - Z718-1

**Permit File - International Boundary and
Water Commission**

**Manuel Rubio
International Boundary and Water Commission
P. O. Box 434232
San Diego, CA 92143-4232**

**Re: Right of Entry Permit - for a Portion of the Property Currently Rented by the
Department of Justice - Border Patrol - APN 760-209-92 (Z718-1)**

**The City of San Diego ("City") hereby grants permission to International Boundary and
Water Commission ("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. Permittee's use of the permit area shall be limited to the installation of a
groundwater monitoring well forty feet (40') deep with a four inch (4") PVC
pipe and surrounded with a concrete box. Periodic monitoring of the well
and/or test equipment shall be allowed throughout the term of the permit.**
- 2. Consideration to City for granting this permit shall be the submitting of the
reports and data received from monitoring the well. The reports are to be
sent to Vic Bienes, Water Production, 5540 Kiowa Drive, M.S. 85, La
Mesa, CA 92042-1306.**
- 3. This permit shall be in effect from September 1, 1994 through August 31,
2001.**
- 4. Permittee certifies that it is a United States Federal Government agency and
is self-insured.**



**DIVERSITY
BRINGS US ALL TOGETHER**

5. Permittee agrees not to 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.
6. 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.
7. 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.
8. This permit is 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.
9. 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 permit area.
10. 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.
11. No signs shall be displayed on the permit area without the prior written consent of the City Manager.
12. Maintenance of the permit area shall be the sole responsibility of Permittee during the entire term of this permit.
13. This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Section 15061(b)(3).

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 certificate within 10 days from receipt hereof.

If you should require additional information or have any questions, please call Martin L. Mumert, Property Agent, at 236-6727.

Very truly yours,



Robert J. Collins, Deputy Director
Asset Management and Marketing Division

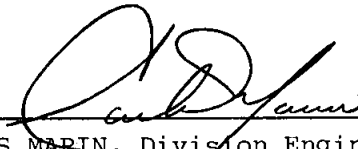
RJC:MLM:DRT

Attachments

cc: County Assessor
Auditor
Financial Management

THE ABOVE IS ACKNOWLEDGED AND ACCEPTED THIS 9 DAY OF
MAY, 1995.

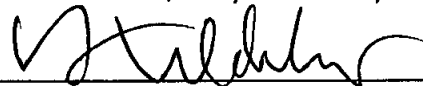
INTERNATIONAL BOUNDARY AND WATER
COMMISSION

By 
CARLOS MARIN, Division Engineer, PPDO&M

By _____

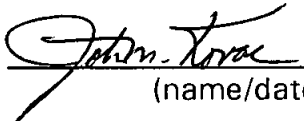
APPROVED AS TO FORM AND LEGALITY

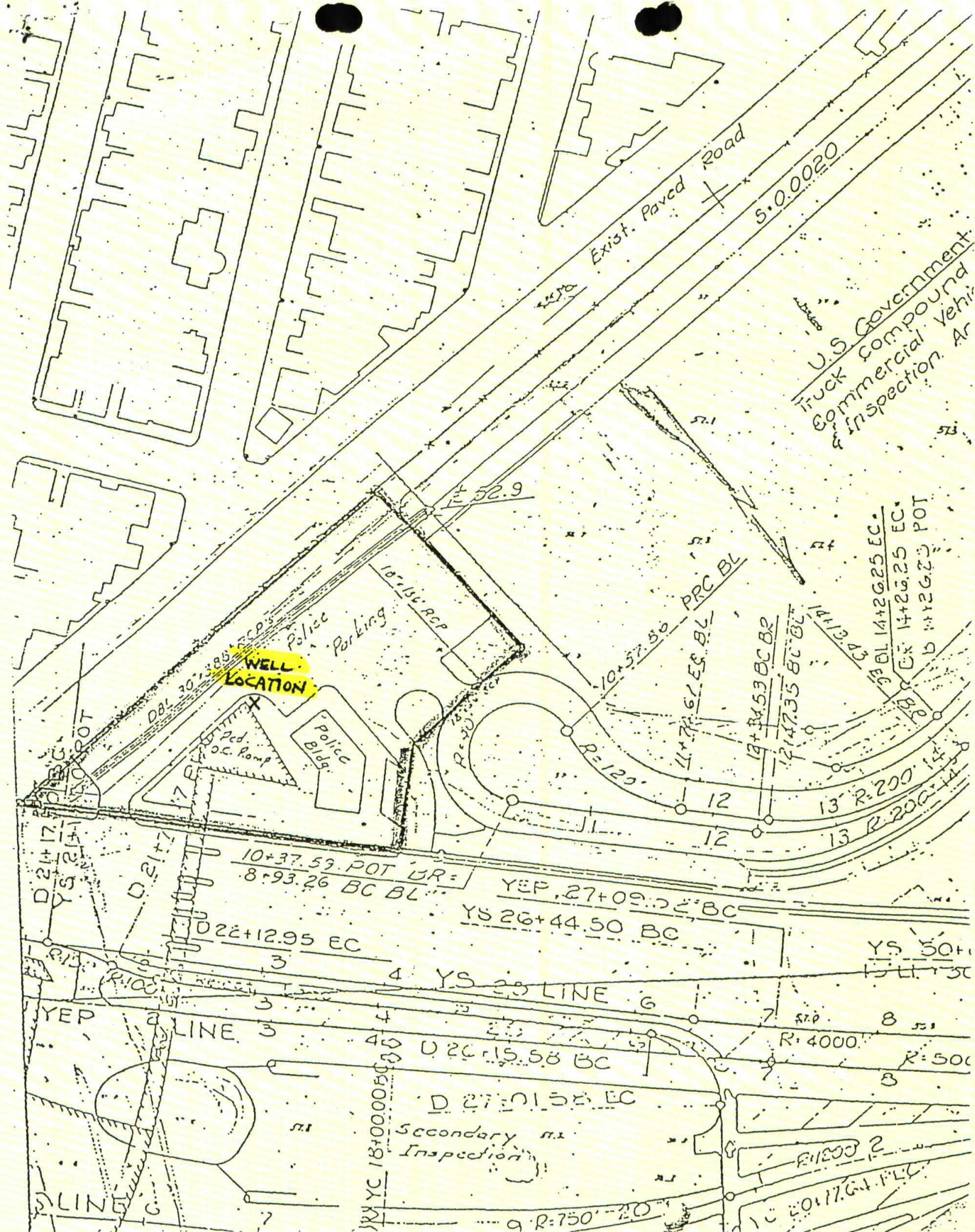
JOHN W. WITT, City Attorney

By 
Chief Deputy City Attorney

DEVELOPMENT AND ENVIRONMENTAL PLANNING

ENVIRONMENTAL CLEARANCE:

 S.R. ENV. PLANNER/EAS
(name/date) 1/4/95



U.S. Government
Truck Compound
Commercial Vehicle
& Inspection Area

WELL
LOCATION

D 21+17.10 POT
YS 21+17.10 BC
D 21+17.10 EC

10+37.53 POT UR=
8+93.26 BC BL

YES 27+09.25 BC
YS 26+44.50 BC

YS 50+
15 LI+50

YES

LINE 3

YS 25 LINE 6

D 26+15.58 BC

D 27+01.58 EC

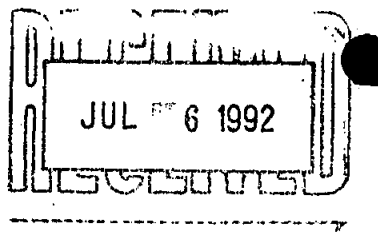
Secondary
Inspection

LINE 5

R=200 2

R=200 1.6+1.6

R=750 20



CITY OF SAN DIEGO	
PROPERTY DEPT.	
☐	DIRECTOR
☐	DEPUTY MANAGER
☒	FILE COPY
☐	CHRON. COPY
☐	ORIGINATOR

June 15, 1992

Files: Property File - Z606-1
Job: 221435

Mr. Dion McMicheaux
International Boundary & Water Commission
P. O. Box 434232
San Diego, CA 92143-4232

Dear Dion:

Re: Right of Entry Permit - for the Installation of a Production Well

The City of San Diego ("City") hereby grants permission to the International Boundary and Water Commission or contractor ("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. Permittee's or contractor's use of the permit area shall be limited to the installation of a production well.
2. Consideration to City for granting this permit shall be assisting the City in complying with the mitigation requirement for the South Bay Land Outfall which is a joint City and Federal government project.
3. This permit shall be in effect from July 1, 1992 to June 30, 1995.
4. International Boundary and Water Commission shall provide letter indicating their self-insured status.
5. During the term of this permit, Permittee or contractor shall, to the extent allowable under the Federal Tort Claims Act, be responsible for liability arising under or resulting from its use of the Property described on Exhibit "A", pursuant to paragraph 1. Please note that Permittee or contractor is precluded from entering into indemnity agreements by the Anti-Deficiency Act (31 U.S.C. 1341), which prohibits the International Boundary and Water Commission or contractor from agreeing to open-ended obligations.
6. All risks in connection with Permittee's or contractor'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 or contractor.

7. Permittee or contractor 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.
8. This permit is 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 or contractor as a result of termination of this permit, and, further, that Permittee or contractor expressly waives any claim for expense or loss which Permittee or contractor might incur as a result of termination of this permit.
9. Permittee or contractor recognizes and understands that this permit may create a possessory interest subject to property taxation and that Permittee or contractor may be subject to the payment of property taxes levied on such interest. Permittee or contractor 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 Permittee or contractor before becoming delinquent.
10. Permittee or contractor 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 permit area.
11. Permittee or contractor 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.
12. No signs shall be displayed on the permit area without the prior written consent of the City Manager.
13. Maintenance of the permit area shall be the sole responsibility of Permittee or contractor during the entire term of this permit.
14. 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.
15. Irrigation of the permit area shall be the sole responsibility of Permittee or contractor during the entire term of this permit.
16. This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Section 15061(b)(3).

Please acknowledge your agreement to the foregoing terms and conditions on the enclosed copy of this letter and return it to the City Property Department, together with your letter indicting your self-insured status," within 10 days from receipt hereof.

If you should require additional information or have any questions, please call Norman R. Swain, Property Agent, at 236-6066.

Very truly yours,

Robert J. Collins

Robert J. Collins, Deputy Director
Property Management Division

RJC:NRS:nm

Attachments

cc: County Assessor
Auditor
Financial Management

THE ABOVE IS ACKNOWLEDGED AND ACCEPTED THIS 15 DAY OF July, 1992
INTERNATIONAL BOUNDARY AND WATER COMMISSION

By *Dion F. McMichaux*
Dion McMichaux

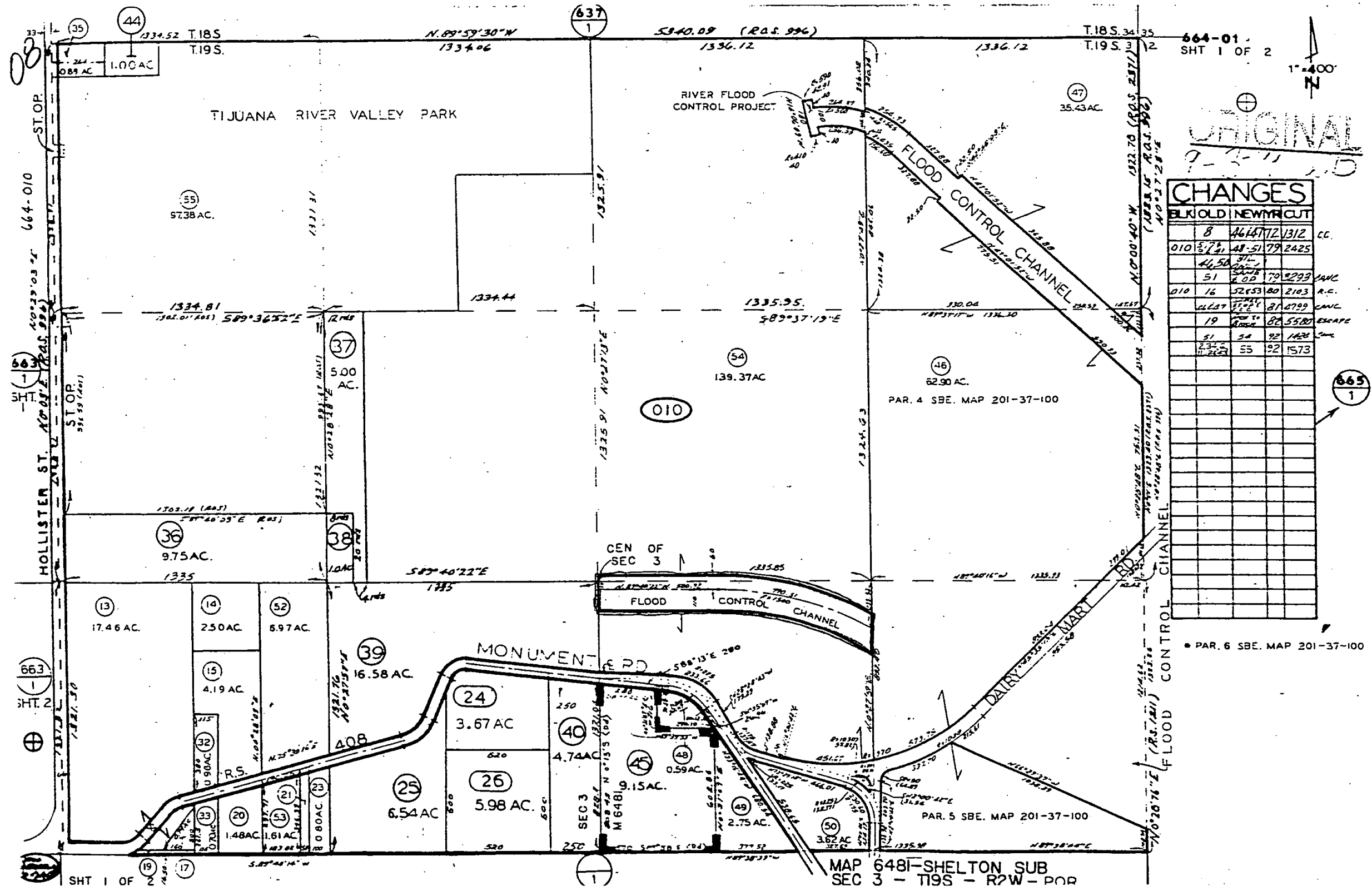
CEQA CLEARANCE VERIFIED

John M. Tamm EAS
DEP
Sr. Planner

APPROVED AS TO FORM AND LEGALITY BY:

JOHN W. WITT, City Attorney

By *John W. Witt*
Deputy City Attorney



After recording mail to:

City Clerk
City of San Diego
Mail Station 2A

				ALL
				PTN.

SPACE ABOVE THIS LINE FOR RECORDER'S USE
NO DOCUMENTARY TAX DUE - R&T 11922 (amended)
Presented for record by the CITY OF SAN DIEGO

Title Order No.

Escrow No.

GRANT DEED

For and in consideration of a valuable consideration THOMAS L. SHELTON, JR., AS TO AN UNDIVIDED ONE-HALF INTEREST, LOUISE COLBY PIPER, AS TO AN UNDIVIDED ONE- EIGHTH INTEREST, WILLARD FORD LAYTON AND GLENDON ISABEL LAYTON, TRUSTEES U.D.T. MARCH 23, 1988 AS TO AN UNDIVIDED ONE-EIGHTH INTEREST, DOROTHY JEAN LOWE AS TO AN UNDIVIDED ONE-EIGHTH INTEREST AND HELEN VIRGINIA SHELTON, AN UNMARRIED WOMAN, WHO ACQUIRED TITLE AS HELEN VIRGINIA CAMERON AS TO AN UNDIVIDED ONE-EIGHTH INTEREST,

HEREBY GRANT(S) to the City of San Diego, a municipal corporation, in the County of San Diego, State of California, all that real property situated in the City of San Diego , County of San Diego, State of California:

LEGAL DESCRIPTION

All that portion of the Southwest Quarter of the Northeast Quarter, and the Northwest Quarter of the Southeast Quarter of Section 3, Township 19 South, Range 2 West, in the City of San Diego, County of San Diego included within a strip of land 170.00 feet of even width, the Northerly line of said 170.00-foot-wide strip of land being parallel with, and concentric with and distant 60.00 feet northerly, measured at right angles and radially, from the following described line:

Beginning at the Southwest corner of the Northerly 30.00 feet of said Northwest Quarter of the South east Quarter of Section 3; thence along the Southerly line of said Northerly 30.00 feet South 89°40'22" East 580.92 feet to the beginning of a tangent 1,500.00-foot-radius curve, concave Southerly; thence Easterly along the arc of said curve, through a central angle of 30°11'42" a distance of 790.51 feet to a point on the Easterly line of said Northwest Quarter of the Southeast Quarter of Section 3, distant thereon South 0°27'50" West 233.52 feet from the Northeast corner of said Northwest Quarter of the Southeast Quarter, a radial line to said point bears North 30°31'20" East.

Reserving unto the Grantor an easement for road right-of-way access across the west forty (40) feet and the east sixty (60) feet of the above described parcel.

Thomas L. Shelton, Jr.
THOMAS L. SHELTON, JR.

Louise Colby Piper
LOUISE COLBY PIPER

Willard Ford Layton Trustee
WILLARD FORD LAYTON, TRUSTEE

Glendon Isabel Layton Trustee
GLENDON ISABEL LAYTON, TRUSTEE

Dorothy Jean Lowe
DOROTHY JEAN LOWE

Helen Virginia Shelton
HELEN VIRGINIA SHELTON

This is to certify that the interest in real property conveyed by this instrument to the City of San Diego, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of San Diego pursuant to authority conferred by Resolution No. 250320, adopted by the Council of the City of San Diego on October 1, 1979, and the grantee consents to recordation thereof by its duly authorized officer.

Dated 2-11-91 By MJ Benda
Deputy City Manager