June 12, 1984

File: Job 255083

San Diego Gas & Electric Company
P.O. Box 1831
San Diego, CA 92112

RECEIVED
JUN 19, 1984
PROPERTY DIRECTOR

Attention: Veronica E. Pitt
Right-of-Way Agent

Gentlemen:

Subject: MOPAC 54101-03

This office hereby grants to San Diego Gas & Electric Company, hereinafter referred to as "Permittee," permission to enter upon City-owned portion of Section 28, T18S, R1W, S.B.B.M., as shown on the attached Exhibit "A," for the purpose of installation of electrical facilities, subject to the following terms and conditions:

1. This permit shall become effective upon execution by City and continue on a month-to-month basis thereafter. Permittee's acceptance of the terms and conditions of this permit shall be evidenced by its entering the property shown on the attached Exhibit "A" to perform the installation.

2. This permit is terminable at will by either party, subject to the provision that written notice be delivered to the opposite party 30 days prior to the projected termination date.

3. City, its successors, and assigns, shall retain all right, title, and interest in said property, and Permittee covenants not to assert any interest in said property in derogation of City's right, title, and interest or inconsistent with the permit herein granted.

4. Permittee shall not use the premises in any manner which creates a nuisance or disturbs the peace of the persons residing in the surrounding area.

5. Permittee shall at all times indemnify and save City harmless against and pay in full any and all loss, damage, or expense that City may sustain, incur, or become liable for resulting in any manner from the construction, maintenance, use, state of repair, or presence of Permittee's facilities installed hereunder and all fixtures and equipment used in connection therewith, including any such loss, damage, or expense arising out of (a) loss or damage to

property, and (b) injury to or death of persons, excepting any loss, damage, or expense and claims for loss, damage, or expense resulting in any manner from the negligent act or acts of City, its contractors, officers, agents, or employees.

6. Permittee shall have the following rights when necessary for the purpose of installation of its facilities: (a) trim or top, and upon notice to City, remove any and all trees within the permit area; (b) clear all brush and other materials within the permit area; (c) cut such roots within the permit area as may be necessary for the protection of Permittee's facilities located therein; provided, however, that Permittee shall not by its activities hereunder cause any damage to adjacent property.

7. Upon termination of this permit, Permittee shall restore said premises to its original state subject to the satisfaction of the City Manager and at no cost to the City.

8. This activity is a Class 5 project categorically exempt from CEQA pursuant to State CEQA Guidelines, Title 14, Article 19, Section 15305.

Very truly yours,

John P. Fowler
Deputy City Manager

Dated 6-21, 1984

JLS:JCB:jw(1)ptc1

Attachment

EQD Exemption Approved

/s/ Dave A. Potter
for Allen M. Jones
Deputy Director

Approved as to form and legality
this 19 day of June, 1984.

JOHN W. WITT, City Attorney

By: _____
Deputy City Attorney

cc: County Assessor
City Auditor, Attn Roy Quon
Airport Supervisor - Brown Field
Deputy Director Airports
Buildings Division - T. Delane