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PLANNING DEPARTMENT
13626 Twin Peaks Road
Poway, CA 92064-3034

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858-679-2570
FAX 858-668-2711

POWAY UNIFIED SCHOOL DISTRICT

May 26, 2015

VIA USPS AND E-MAIL – bswanson@semprautilities.com

Mr. Brian D. Swanson
Land Manager, Land Services
SDG&E
5057 Greencraig Way, SD 1170
San Diego, CA 92123

RE: PERMISSION TO ENTER

Southern Middle School Site – APN 306-020-32-00, 312-293-11-00 and 306-250-27-00
4Gee Road Site – APN – 678-070-25-00

Attached, please find an executed copy of SDG&E's Entry Permit solely for the purposes of conducting non-invasive environmental studies on the above referenced sites. Once you have countersigned, please send an electronic copy to: Sandi Burgoyne, Planning Department @ sburgoyne@powayusd.com and send a hard copy to the following:

Sandra Burgoyne, Director
Planning Department
Poway Unified School District
13626 Twin Peaks Road
Poway, CA 92064

It is understood that Poway Unified School District, its agents, and/or representatives shall not be held liable for any harm or damage to personnel or equipment of SDG&E, in the performance of work authorized by the attached Entry Permit. It is also agreed that entry on the Southern Middle School site will be coordinated with Bill Ostrem at Standard Pacific, the current licensee. He can be reached at 858.618.4916 or by e-mail at Wostrem@stanpac.com.

If you have any questions, please feel free to contact me at 858.679.2570 or Mike Tarantino at 858.679.2526.

Sincerely,

Sandra G. Burgoyne, Director
Planning Department

cc: Tarantino, Tholandi - PUSD
Ostrem – Standard Pacific

ENTRY PERMIT

POWAY UNIFIED SCHOOL DISTRICT ("DISTRICT") ("Owner"), hereby grants permission to _____
SAN DIEGO GAS & ELECTRIC COMPANY _____ and its agents, employees and invitees (collectively, the "Permittee") to enter upon the Property as hereinafter defined for the Purpose given below, and on the terms and conditions set forth below in this Entry Permit (this "Permit"):

PURPOSE

Permittee desires to enter Owner's property more commonly described as 1) approximately 27 acres located on the NE corner of Camino Del Sur and Carmel Valley Road, APN nos. 306-020-3200, 312-293-1100, 306-250-270; and 2) approximately 11 acres located on Four G Road, west of the intersection of Campana Avenue, APN 678-070-2500 solely for the purpose of conducting non-invasive environmental studies (the "Purpose").

TERMS AND CONDITIONS OF ENTRY

1. Permittee may enter the Property for the Purpose set forth above only.

The Permit shall be effective for a period of 4 months commencing on or about June 1, 2015 and terminating on or about October 1, 2015 (the "Term"). Notwithstanding the foregoing, this Permit is expressly conditioned upon the right of Owner to commence or resume the use of the Property whenever in the interest of its service to its patrons or consumers it shall appear necessary or desirable to do so, as provided in General Order 69-C or any revision thereof or amendment thereto, issued by the California Public Utilities Commission.

2. Permittee shall comply with all Applicable Laws, which includes all safety, health and environmental laws and regulations applicable to the Purpose.
3. PERMITTEE CERTIFIES THAT PERMITTEE WAIVES ALL CLAIMS WHICH PERMITTEE MIGHT HAVE AGAINST Owner and its officers, directors, agents, employees, affiliated companies and contractors for injury, accident, illness, property damage, death or other occurrence arising in any

manner whatsoever out of Permittee's presence on the Property.


Permittee expressly assumes all risks of Permittee's entry onto the Property including the risk that Permittee might be injured as a result of the negligence of Owner or its officers, directors, agents, employees, affiliated companies or contractors, or as a result of a defect in or on the Property. Permittee agrees to indemnify, save and hold harmless and defend Owner and its officers, directors, agents, employees, affiliated companies and contractors from any and all loss, costs, damages, expenses and attorneys' fees arising out of Permittee's presence on the Property, including Permittee's failure to comply with any Applicable Law, and Permittee's failure to fully comply with the provisions of this Permit (including, without limitation, Provision 4 below). Permittee's obligation to indemnify Owner under this Permit shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Permittee under any statutory scheme, including, without limitation, under any Worker's Compensation Acts, Disability Benefits Acts or other Employee Benefit Acts.

4. Permittee is self-insured for \$2,000,00.00 and carries layers of insurance exceeding \$10,000,000.00 to protect Owner and Permittee from claims or liabilities in any way arising out of Permittee's use of the Property:
 - (a) Workers' Compensation Insurance and Employer's Liability Insurance in accordance with statutory requirements,
 - (b) commercial general liability insurance in an amount not less than \$1,000,000.00 per occurrence for bodily injury and/or property damage, and
 - (c) automobile liability insurance on all vehicles owned or operated by Permittee with a combined single limit per occurrence of not less than \$1,000,000.
5. If either party files any action or brings any proceeding against the other party arising from or related to this Permit, the prevailing party shall be entitled to recover from the other party, as an element of its costs of suit and not as damages, reasonable attorneys' fees, costs and expenses incurred in the action or proceeding, including any appeal thereof. The "prevailing party" within the meaning of this section shall be the party who is entitled to recover its costs of suit for the proceeding, whether or not the same proceeds to final judgment.
6. This Permit constitutes the entire agreement between the parties in respect of the subject matter contained herein and supersedes any prior agreements, promises, negotiations or representations in respect of the subject matter contained herein. In the event of any conflict between any term or provision of this Permit and any term or provision of any such prior agreement, promise, negotiation or representation, such term or provision of this Permit shall control.
7. If any term or provision of this Permit shall, to any extent, be held invalid or unenforceable, the remainder of this Permit shall not be affected and shall remain in full force and effect.
8. A waiver or a breach of a covenant or provision of this Permit shall not be deemed a waiver of any other covenant or provision in this Permit and no waiver shall be valid unless in writing and executed by the waiving party.
9. This Permit shall be governed and construed in accordance with the laws of the State of California.
10. Permittee may not assign or transfer its right, duties or obligations under this Permit without the prior written consent of Owner. Any attempted assignment without the prior written consent of Owner shall be void.
11. Owner reserves the right to revoke without cause this Permit, in whole or in part, at anytime and in its sole and absolute discretion.

Permittee has read this Permit, understands it, and agrees to be bound by its terms as of the date set forth below.

OWNER:

POWAY UNIFIED SCHOOL
DISTRICT

By: 

Michael V. Tarantino
Title: _____
Director

PERMITTEE:

SAN DIEGO GAS & ELECTRIC
COMPANY

By: 

Jeff Sykes
Title: _____
Land Services Supervisor
858-654-1235