

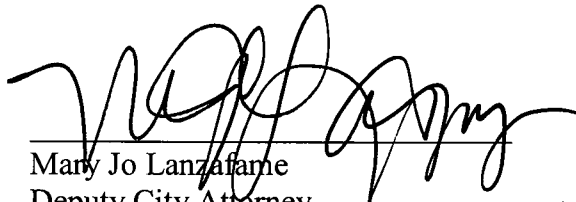
RESOLUTION NUMBER R- 299162

ADOPTED ON MAY 04 2004

BE IT RESOLVED, by the Council of the City of San Diego, that the City Engineer be and he is hereby authorized and empowered to execute, for and on behalf of the City, an Encroachment Maintenance and Removal Agreement [Agreement] with Van Dorn Realty, or its successors in interest under substantially the same or similar terms and conditions as set forth in the attached Agreement, referred to as Attachment A, an executed copy of which will be on file in the office of the City Clerk as Document No. RR 299162, together with any reasonably necessary modifications or amendments thereto which do not increase project scope or cost and which the City Engineer shall deem necessary from time to time in order to carry out the purposes and intent of this project and agreement.

APPROVED: CASEY GWINN, City Attorney

By



Mary Jo Lanzafame
Deputy City Attorney

MJL:cfq
04/20/04
Or.Dept:DSD
R-2004-1120



THE CITY OF SAN DIEGO

RECORDING REQUESTED BY:

THE CITY OF SAN DIEGO
AND WHEN RECORDED MAIL TO:

City of San Diego
Development Services Department
Land Development Review Division
1222 First Avenue, M.S. 501
San Diego, CA 92101-4155

(THIS SPACE FOR RECORDER'S USE ONLY)

ENCROACHMENT MAINTENANCE AND REMOVAL AGREEMENT

W.O. NO. 422178-3

COORD.NO. 212-1928

In accordance with the provisions of Section 62.0302 of the San Diego Municipal Code, the undersigned owner of Lots 5-13, the northerly 20' of lots 14 and 33, and lots 34-48 of block 207 of the University Heights D'Hemecourt Map
(Legal Description)

in the City of San Diego, County of San Diego, State of California, in consideration of the grant of permission by the City of San Diego to install and maintain the improvements Pedestrian Bridge and Alley Encroachment, for the use and benefit of the owner's property, over, under and across the property located at 30th Street, Lincoln Avenue, and Ohio Street, covenants, and agrees with the City of San Diego as follows:

- (a) This agreement shall run with the land and the encroachment shall be installed and maintained or replaced in a safe and sanitary condition at the sole cost, risk and responsibility of the owners and successors in interest.
- (b) The property owners shall agree to at all times defend, indemnify and save the City free and harmless from and pay in full, any and all claims, demands, losses, damages or expenses that the City may sustain or incur in any manner resulting from the construction, maintenance, state of use, repair or presence of the improvement installed pursuant to this agreement, including any and all injuries (including personal injury, disability, dismemberment, and death), illness losses, loss of or damage to property, damages, claims, liabilities or expenses of any kind or nature to any person that causes or alleged to be caused in whole or in part by the negligent act or acts or omissions by the City, its contractors, officers, agents or employees.
- (c) The property owners must remove, relocate or restore the encroachment as directed by the City Engineer within 30 days after notice by the City Manager's Representative [CMR] or, in case of an emergency, the CMR may require that the work be done immediately or within less than 30 days notice. If the property owner fails to remove, relocate or restore the encroachment, the City Manager's Representative may cause such work to be done, and the costs thereof shall be a lien against the property.
- (d) For structures encroaching over or under a public facility within a right-of-way or easement, the owners agree to provide an alternate right-of-way and to relocate said public facility to a new alignment, all without cost or expense to the City, whenever it is determined by the City Manager's Representative that the City Facility cannot be economically placed, replaced, or maintained due to the presence of the encroaching improvement(s).
- (e) Whatever rights and obligations were acquired by the City with respect to the rights-of-way or ownership shall remain and continue in full force and effect and shall in no way be affected by the City's grant of permission to construct and maintain the encroachment improvement(s).
- (f) The property owners shall maintain a policy of liability insurance, with the City also named, in an amount approved by the City Engineer, which will protect the City from any potential claims that may arise from the encroachments.

(Signature)

SEE ATTACHED EXHIBITS: 'A', 'B', & 'C'

(Print Name & Title)

See Dwg. No. 32965-D and PTS 28008

(Company/Organization Name)

APPROVED: _____
Deputy City Engineer

(Date)

Date: _____

NOTE: NOTARY ACKNOWLEDGMENTS (FOR ALL SIGNATURES MUST BE NOTARIZED PER CIVIL CODE SEC. 1180 ET. SEQ.)
To request this information in formats for persons with disabilities call (619) 446-5446 or (800) 735-2929(TT)

DS-3237 Revised 03/11/2003

ATTACHMENT A

R- 299162

EXHIBIT 'A'
ENCROACHMENT REMOVAL AGREEMENT
FOR 30TH STREET, LINCOLN AVENUE, AND OHIO STREET

ENCROACHMENT NOTE:

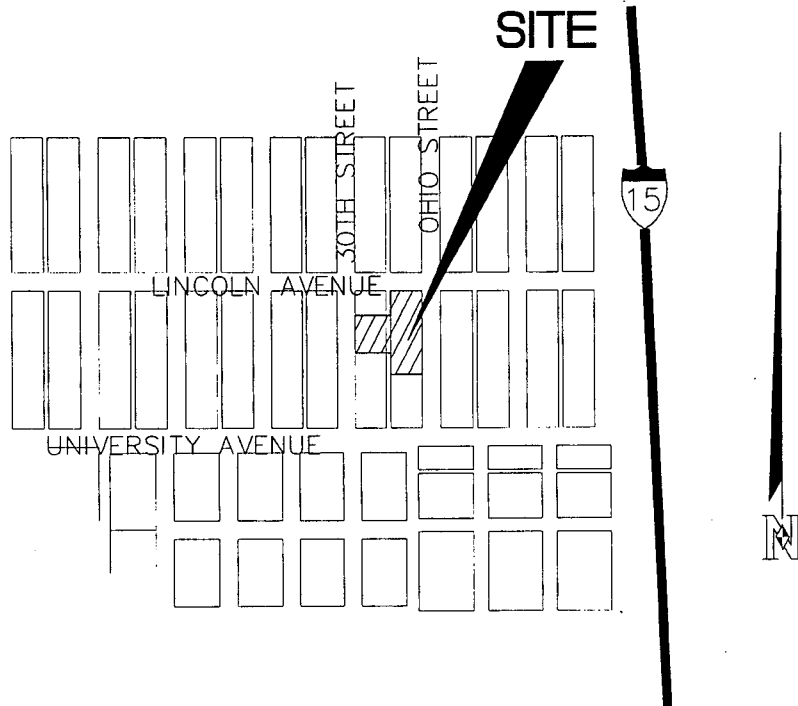
THIS ENCROACHMENT AND REMOVAL AGREEMENT IS FOR THE FOLLOWING PUBLIC IMPROVEMENT ITEMS REFERENCES IN WORK ORDER 422178:

- PEDESTRIAN BRIDGE
- ALLEY ENCROACHMENT

ENCROACHMENTS EXHIBITS KEY:

FOR ENCROACHMENTS ON SPECIFIC ITEMS ASSOCIATED WITH THIS PROJECT, PLEASE SEE THE ADDITIONAL EXHIBITS

PEDESTRIAN BRIDGE EXHIBIT 'B'
ALLEY ENCROACHMENT EXHIBIT 'C'



VICINITY MAP
NO SCALE

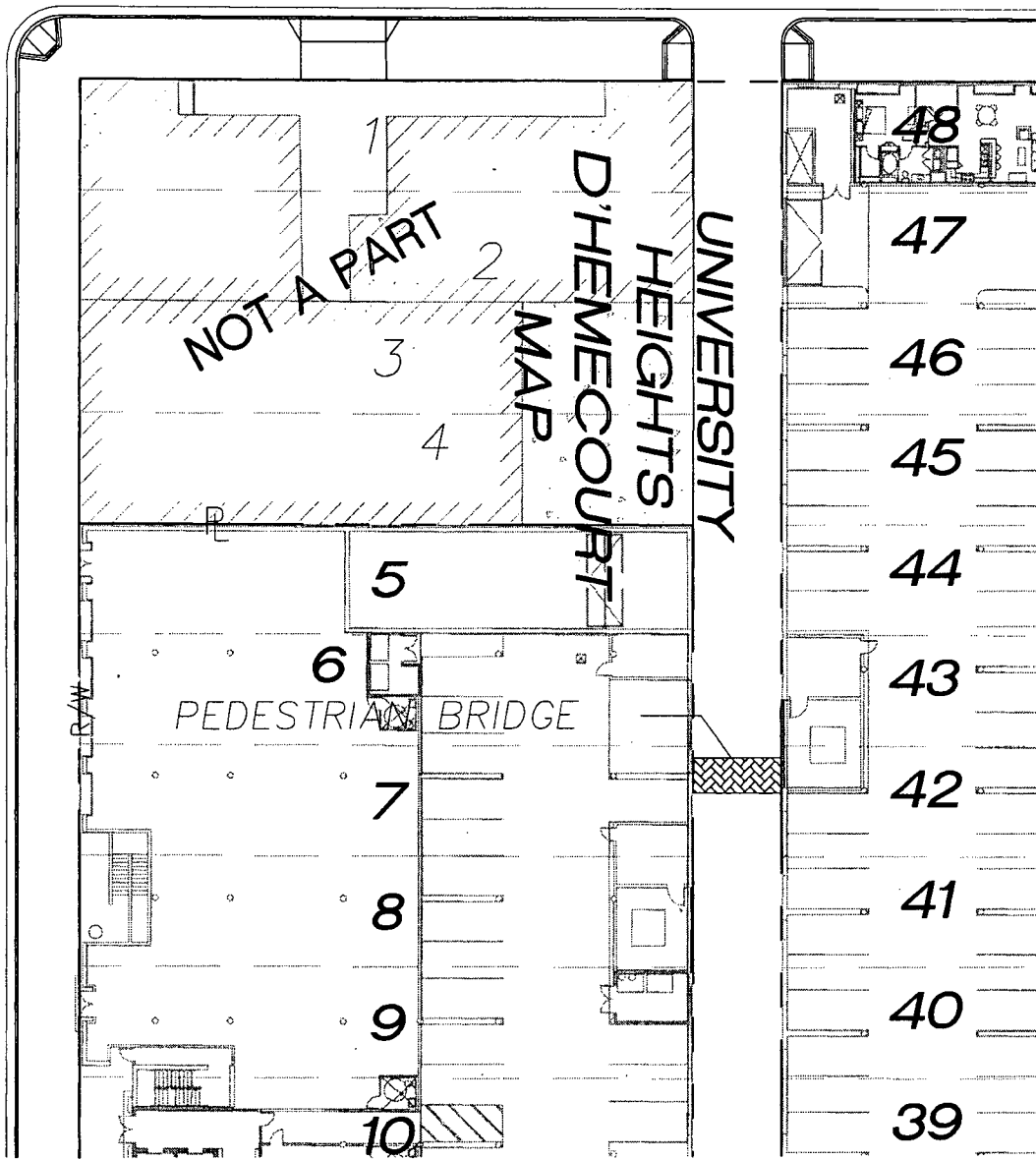
R-299162

EXHIBIT 'B'
 ENCROACHMENT REMOVAL AGREEMENT
 FOR 30TH STREET, LINCOLN AVENUE, AND OHIO STREET
 PEDESTRIAN BRIDGE

LINCOLN AVENUE

30TH STREET

SCALE 1" = 40'



ENCROACHMENTS:
 PEDESTRIAN BRIDGE



VICINITY MAP NOTE:
 FOR PROJECT VICINITY MAP,
 PLEASE SEE EXHIBIT 'A'.

R-299162

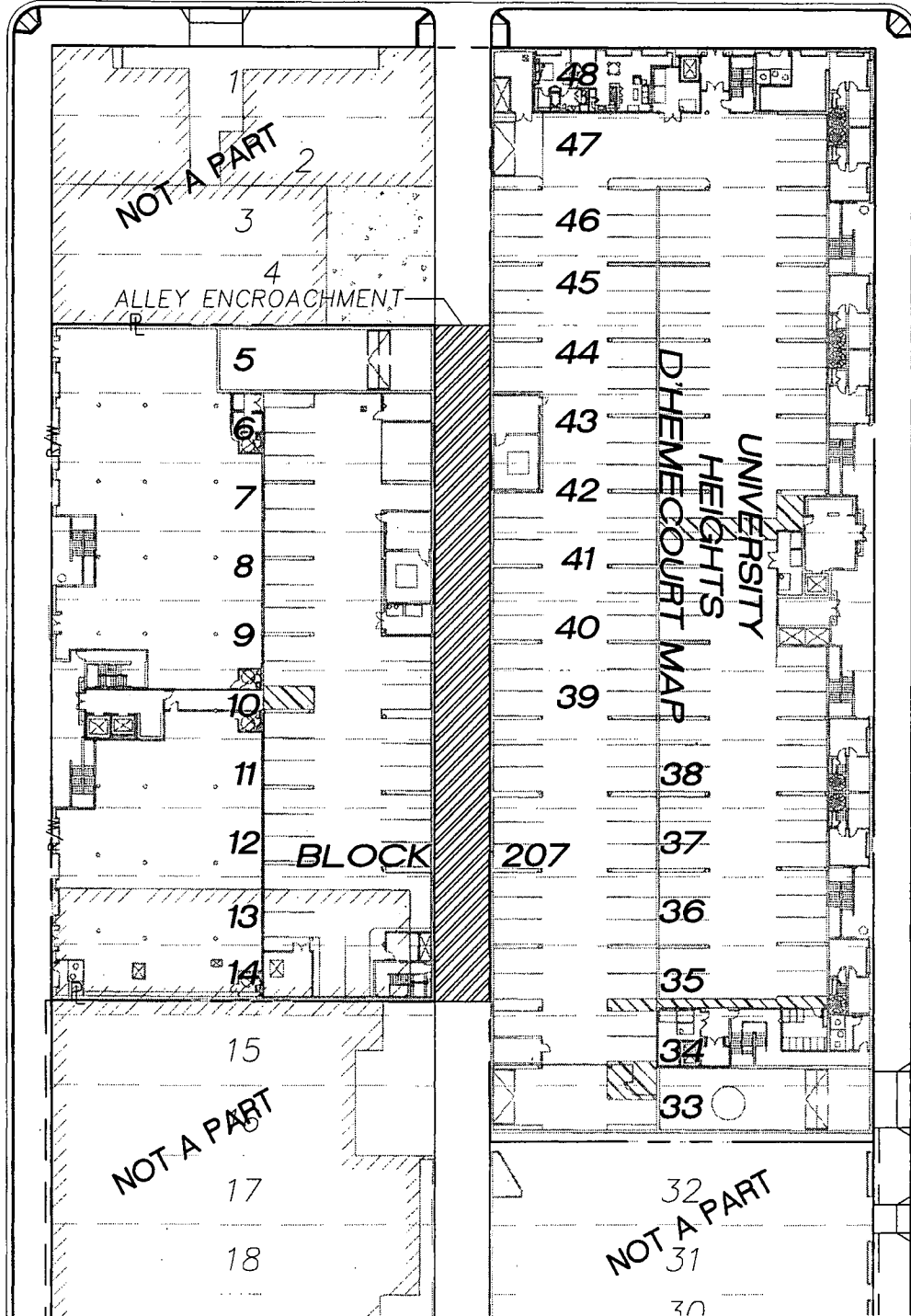
EXHIBIT 'C'
 ENCROACHMENT REMOVAL AGREEMENT
 FOR 30TH STREET, LINCOLN AVENUE, AND OHIO STREET
 ALLEY ENCROACHMENT

LINCOLN AVENUE

30TH STREET

OHIO STREET

SCALE 1" = 60'



ENCROACHMENTS:
 ALLEY ENCROACHMENT



VICINITY MAP NOTE:

FOR PROJECT VICINITY MAP,
 PLEASE SEE EXHIBIT 'A'.

R-299162