

CITY OF SAN DIEGO
RIGHT-OF-ENTRY PERMIT

THIS CITY OF SAN DIEGO RIGHT-OF-ENTRY PERMIT ("Permit") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and COUNTY OF SAN DIEGO Department of Environmental Health, Community Health Division, Vector Control Program (CHD-VCP) ("PERMITTEE"), to be effective as of **August 24, 2015** (the "Effective Date") when signed by the parties and approved by the San Diego City Attorney, as follows:

DEFINITIONS:

As used in this Permit, the following terms shall be defined as follows:

- A. **"Permit Area"** shall mean all or part of that certain CITY-owned real property located at 14103 Highland Valley Road, Escondido, CA 92025 (Assessor Parcel Numbers 272-140-01 and 276-071-01) collectively, in the County of San Diego, California as shown on **Exhibit A: Permit Area**, attached hereto.
- B. **"Permit Use"** shall mean the non-exclusive access to one water tank/pond number 23 and its water contents, located within the Permit Area, to breed and raise large volumes of mosquito fish (*Gambusia affinis*) to prevent and control mosquito larvae in breeding sites throughout the County and the City of San Diego.
- C. **"PERMITTEE'S Address for Notices"** shall be:
- COUNTY OF SAN DIEGO (DEPARTMENT OF ENVIRONMENTAL
HEALTH, COMMUNITY HEALTH DIVISION, VECTOR CONTROL
PROGRAM –(CHD-VCP)
Rebecca La Freniere, Chief CHD s/b La Freniere
5570 Overland Ave.
San Diego, CA 92123
- D. **"Term"** shall COMMENCE ON August 24, 2015 and expire on August 23, 2018.

FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged, the parties agree as follows:

1. **Occupancy.** Subject to the terms and conditions of this Permit, CITY hereby grants permission to PERMITTEE, its officers, employees, agents, contractors, invitees, and guests to enter upon and occupy the Permit Area solely for the purpose of the Permit Use.

CITY ATTORNEY
15 SEP -2 PM 3:56
CIVIL DIVISION

2. Use of Permit Area. PERMITTEE may use the Permit Area on a non-exclusive basis solely for the Permit Use and for no other purpose whatsoever without CITY'S prior written consent in each instance.
3. Permit Fee. In exchange for the use of the Permit Area, PERMITTEE shall breed and raise large volumes of mosquito fish (*Gambusia Affinis*) to prevent and control mosquito larvae in breeding sites throughout the County and the City of San Diego, which is expected to benefit the public health, safety, or general welfare of the City of San Diego.
4. Noninterference. PERMITTEE shall not materially interfere with CITY's use, operations, and activities on the Permit Area, and PERMITTEE shall use such routes and follow such procedures on the Permit Area as shall result in the least damage and inconvenience to CITY and other users of the Permit Area.
5. Governmental Approvals. By entering into this Permit, neither CITY nor CITY's City Council is obligating itself to PERMITTEE or to any governmental agent, board, commission, or agency with regard to any other discretionary action relating to PERMITTEE'S use of the Permit Area. Discretionary action includes without limitation re-zonings, variances, environmental clearances, and all other required governmental approvals.
6. CITY'S Consent, Discretion. Whenever required under this Permit, CITY'S consent or approval shall mean the written consent or approval of CITY'S Mayor, or his or her designee, ("Mayor"), unless otherwise expressly provided or required by law. CITY'S discretionary acts hereunder shall be made in the Mayor's discretion, unless otherwise expressly provided or required by law.
7. Term. The Term shall commence on August 24, 2015 and expire on August 23, 2018. The Term shall not exceed three (3) years.
8. Revocable License. This Permit is not a Lease. It is a non-exclusive license to use CITY-owned property, and may be revoked at will by CITY, in its sole discretion, upon three (3) days prior written notice delivered to PERMITTEE. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a result of such revocation or the termination of this Permit. PERMITTEE expressly waives any claim for expense, burden or loss which PERMITTEE might incur as a result of CITY'S revocation or termination of this Permit.
9. No Holdover. If PERMITTEE continues to occupy the Permit Area after the expiration or earlier termination of this Permit, such occupancy shall neither constitute a renewal or extension of this Permit, nor give PERMITTEE any rights in or to the Permit Area.
10. Termination. Either the CITY or the PERMITTEE may terminate this Permit at any time and for any reason, upon thirty (30) days prior written notice.

11. Restore and Vacate. Prior to the expiration or early termination of this Permit, for any damages or adverse impacts caused by PERMITTEE, PERMITTEE shall restore the Permit Area to its condition on the Effective Date, normal wear and tear excepted, and upon such expiration or earlier termination immediately vacate the Permit Area. Upon CITY'S termination of this Permit, PERMITTEE shall immediately cease all operations on the Permit Area and as soon as practicable thereafter restore the Permit Area to its condition on the Effective Date, normal wear and tear excepted, and vacate the Permit Area.
12. Superior Interests. This Permit is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, permits, and licenses, easements, and rights-of-way pertaining to the Permit Area, whether or not of record. PERMITTEE shall obtain all licenses, permits, and agreements from such third parties as may be or become necessary or reasonably advisable to allow its use of the Permit Area, relative to any such superior interest. If PERMITTEE'S use of the Permit Area is or becomes inconsistent or incompatible with a preexisting, superior interest, PERMITTEE shall take such actions and pay all costs and expenses necessary to remove such inconsistency or incompatibility to the satisfaction of the holder of the superior interest.
13. Maintenance of the Permit Area. As it relates to PERMITTEE'S actual use and activities, PERMITTEE shall, at PERMITTEE'S sole cost and expense and to CITY'S satisfaction, maintain the Permit Area in good order and repair and in a safe, healthy and sanitary condition at all times during the Term, subject to normal and ordinary wear and tear resulting from the Permit Use. CITY shall at no time during the Term be required to make any improvements or repairs to the Permit Area. PERMITTEE shall keep the Permit Area free and clear of rubbish, debris and litter caused by the Permit Use. PERMITTEE hereby acknowledges that the Permit Area is a vital public work providing benefit to the public. PERMITTEE hereby agrees that PERMITTEE'S use of and activities in the Permit Area shall not compromise or otherwise interfere with the integrity or function of the Permit Area or any portion thereof.
14. Inspection. CITY may at all times enter and inspect the Permit Area.
15. Utilities. PERMITTEE shall order, obtain, and pay for all utilities, water and service and installation charges in connection with its use of the Permit Area during the entire term of the Permit. Water will be charged by the CITY at the governing water rate as established, managed and billed by the Public Utilities Department. A water base fee is charged based on the size of the meter and storm drain fees are charged at per hundred cubic feet at the current rates. The water rates and storm drain fees are subject to change over the life of the Permit, and PERMITTEE shall be responsible for all utility fee increases.
16. Improvements/Alterations. PERMITTEE shall not construct any improvements, structures, or installations on the Permit Area, and shall not alter the Permit Area without the express written consent of CITY. Except as required by law, CITY shall not be obligated to make any repair or assume any expense for any improvements or alterations to the Permit Area.

17. Self-Insurance. PERMITTEE represents and warrants to CITY that it is self insured in accordance with applicable law, and shall pay all claims related to this Permit, the Permit Use, or PERMITTEE'S use of the Permit Area that would be covered by a third-party insurance company in the usual course of business, including without limitation General Public Liability Insurance with limits not less than Two Million Dollars (\$2,000,000) per occurrence of bodily Injury, and Two Million Dollars (\$2,000,000) per occurrence of Property Damage, together with Fire, Extended Coverage and Vandalism Insurance covering one hundred percent (100%) of the replacement cost. Upon request, PERMITTEE shall provide CITY evidence of insurance or its ability to self-insure.
18. Contractor Insurance. Prior to entry onto the Permit Area, PERMITTEE shall require each of its authorized contractors to deliver to CITY a current certificate of insurance for: (a) Commercial General Liability Insurance, providing coverage for bodily injury, including death, personal injury, and property damage with limits of at least Two Million Dollars (\$2,000,000) per occurrence, subject to an annual aggregate of at least Four Million Dollars (\$4,000,000); (b) Automobile Liability Insurance, providing coverage for all bodily injury and property damage, with a limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles) operated on the Permit Area. Coverage shall be written on ISO form CA 00 01 12 90, or a substitute form providing equivalent liability coverage; and (c) Workers' Compensation Insurance, as required by the laws of the State of California for all of PERMITTEE'S contractor's employees who are subject to this Permit, with Employer's Liability coverage with a limit of at least One Million Dollars (\$1,000,000).
- 18.1 Additional Insureds. Pursuant to a separate endorsement [CG2010 (11/85) or equivalent form], "The City of San Diego, its elected officials, officers, employees, representatives, and agents" shall be named as additional insureds in all policies.
- 18.2 Primary & Non-Contributory. Insurance policies shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or maintained by CITY. The policies shall be kept in force for the duration of this Permit and any extended use. The certificate(s) of insurance shall be filed with CITY'S Real Estate Assets Department.
- 18.3 Qualified Insurer(s). All insurance required by the terms of this Permit must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to CITY. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet CITY requirements.
- 18.4 Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy shall be the sole responsibility of PERMITTEE'S contractor and must be disclosed and acceptable to CITY at the time evidence of insurance is provided.

- 18.5 Continuity of Coverage. All policies shall be in effect on or before entry to the Permit Area, except "course of construction fire insurance" shall be in force on commencement of all authorized construction, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. At least thirty (30) days prior to the expiration of each insurance policy, PERMITTEE'S contractor's use of the Permit Area.
- 18.6 Accident Reports. PERMITTEE shall require each of its contractors to immediately report to CITY any accident causing property damage or injury to persons on the Permit Area. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.
- 18.7 Failure to Comply. CITY intends to terminate this Permit if any contractor fails or refuses to obtain or maintain insurance as required by this Permit, or fails to provide proof of insurance as required by this Permit.
- 18.8 Causes of Loss – Special Form Property Insurance. PERMITTEE shall require each of its contractors to obtain and maintain, at their sole cost, Causes of Loss – Special Form Property Insurance on all insurable property on the Permit Area in an amount to cover 100 percent (100%) of the replacement cost. PERMITTEE'S contractor shall deliver to CITY a certificate of such insurance.
19. Property Damage. PERMITTEE shall pay for all damage to the Permit Area, CITY'S personal property on the Permit Area, and the personal property of third parties on the Permit Area resulting from PERMITTEE'S exercise of the rights granted by this Permit. PERMITTEE shall promptly repair and restore to its original condition all such property.
20. Accident Reports. PERMITTEE shall immediately report to CITY any accident causing property damage or injury to persons and related to the Permit Use or the Permit Area. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.
21. PERMITTEE'S Risk. PERMITTEE shall bear all risks and liability arising out of or in any manner directly or indirectly connected with the PERMITTEE'S use of the Permit Area, and any damages to the improvements on, under, or in the vicinity of the Permit Area resulting directly or indirectly thereby.
22. Mutual Hold Harmless. PERMITTEE shall protect, indemnify, defend and hold CITY harmless for damages caused by the acts of omissions of PERMITTEE'S officers, employees, and agents occurring in the performance of this Permit. CITY shall protect, indemnify, defend and hold PERMITTEE harmless for damages caused by the acts or omissions of CITY'S officers, employees, and agents occurring in the performance of this

Permit. It is the intention of PERMITTEE and CITY that the provisions of this paragraph be interpreted to impose on each party responsibility for the acts of their respective officers, employees and agents. It is also the intention of PERMITTEE and CITY that where comparative negligence is determined to have been contributory, principles of comparative negligence will be followed and each party will bear the proportionate cost of any damage attributable to the negligence of that party, its officers, employees and agents.

23. No Nuisance. PERMITTEE shall not use the Permit Area in any manner which creates a nuisance or unreasonably disturbs the quiet enjoyment of persons in and to the surrounding area.
24. Assignment and Sublicense. PERMITTEE shall not assign or sublicense any rights granted by this Permit or any interest in this Permit without CITY'S prior written consent.
25. Defaults and Remedies. Any Permit Fee, Rents, or other amount unpaid to CITY shall be due and payable upon PERMITTEE'S receipt of CITY'S invoice therefor.
26. Signs. PERMITTEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising without CITY'S prior written consent. If any such unauthorized item is found on the Permit Area, PERMITTEE shall remove the item at its expense within twenty-four (24) hours after notice by CITY, or CITY may thereafter remove the item at PERMITTEE'S cost.
27. Encumbrances. PERMITTEE shall keep the Permit Area free from all encumbrances and liens of any nature which arise out of or are in any manner directly or indirectly connected with this Permit or PERMITTEE'S use of the Permit Area. PERMITTEE shall protect, defend, indemnify, release and hold CITY harmless from and against any and all such encumbrances and/or liens, and from and against any claim, liability, cost or expense, including without limitation all attorney fees and costs, relating to or charged against the Permit Area. Including without limitation PERMITTEE'S failure or the failure of any contractor or subcontractor hired by PERMITTEE to pay person or persons entitled to encumber or lien the Permit Use Area pursuant to California Civil Code.
28. Compliance with Laws. PERMITTEE shall, at its sole cost and expense, comply with all the requirements of all rules, regulations, ordinances, laws and direction of governing authorities now in effect or which may hereafter be in effect, which pertain to PERMITTEE'S use of the Permit Area.
29. No Discrimination. PERMITTEE shall not 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 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.
30. Taxes. PERMITTEE shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon PERMITTEE or the Permit Area including the land and any

buildings, structures, machinery, equipment, appliances or other improvements or property of any nature whatsoever erected, installed or maintained by PERMITTEE, or levied by reason of PERMITTEE'S occupancy, use development, maintenance or restoration of the Permit Area, including without limitation licensing and permitting costs and fees. PERMITTEE acknowledges that this Permit may create a possessory interest subject to property taxation, and that PERMITTEE may be subject to the payment of taxes levied on that interest. PERMITTEE shall pay all possessory interest taxes. PERMITTEE'S payment for such taxes, fees, and assessments shall not reduce any payment due CITY.

31. Hazardous/Toxic Waste. PERMITTEE shall not allow the illegal installation, storage, utilization, generation, sale or release of Hazardous Substance or otherwise regulated substances in, on, under, or from the Permit Area. PERMITTEE and PERMITTEE'S agents and contractors shall not install, store, utilize, generate, or sell any Hazardous Substance on the Permit Area without the CITY's prior written consent. PERMITTEE shall, prior to initiating any operations, obtain all required permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing or any other presence of Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment, or device which holds or incorporates a hazardous substance or hazardous waste.
- a. Release. For all purposes of this Permit, a "release" shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or otherwise disposing of hazardous substances.
 - b. Hazardous Substances. For all purposes of this Permit, "Hazardous Substance" shall mean any substance listed by the Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.
 - c. Remediation. If PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area ("PERMITTEE's Operations") results in a release of a Hazardous Substance, PERMITTEE shall pay all costs of remediation and removal to the CITY'S satisfaction for unrestricted reuse of the Permit Area, and in accordance with all applicable laws, rules, and regulations of governmental authorities.
 - d. Removal. If PERMITTEE or PERMITTEE's contractor or agent has received approval and permits to store, utilize, generate, or install, or otherwise bring Hazardous Substances to the Permit Area, PERMITTEE and/or PERMITTEE's contractor or agent shall remove all Hazardous Substances in any type of container, equipment, or device from the Permit Areas immediately upon or prior to the expiration or earlier termination of this Permit. CITY reserves the right to conduct inspections of the Permit Area and/or request documentation demonstrating the legal removal and/or disposal of the hazardous materials, wastes or other containers,

equipment, or devices from the Permit Area. PERMITTEE shall be responsible for any and all costs incurred by CITY to remove any container, equipment, or device requiring disposal or removal as required by this provision.

- e. Indemnity. PERMITTEE shall protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from PERMITTEE's Operations including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary CITY response costs; (v) all fines, penalties, or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, PERMITTEE's officers, employees, invitees, guests, agents, or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.
- f. Notice of Release. If PERMITTEE knows or has reasonable cause to believe that a Hazardous Substance has been released on, from, or beneath the Permit Area, PERMITTEE shall immediately notify CITY and any appropriate regulatory or reporting agency pursuant to California Code of Regulations Title 19 and any other applicable laws or regulations. PERMITTEE shall deliver a written report thereof to CITY within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If PERMITTEE knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to the public health and safety, PERMITTEE shall take all actions necessary to alleviate the danger. PERMITTEE shall immediately notify CITY in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suites related to the Permit Area.
- g. Environmental Assessment. Upon reasonable cause to believe that PERMITTEE's Operations resulted in any Hazardous Substance being released on, from or beneath the Permit Area, CITY may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. The environmental assessment shall be obtained at PERMITTEE's sole cost and expense, and shall establish what, if any, Hazardous Substances have more likely than not been caused by PERMITTEE's Operations on, in, from or under the Permit Areas, and in what quantities. If any such Hazardous Substances exist in quantities greater than allowed by city, county, state, or federal laws, statutes, ordinances, or regulations, or require future restricted re-use of the Permit Area, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted re-use and in compliance with those laws or statutes, and estimates of the cost of such remediation or removal. PERMITTEE shall cause, or if PERMITTEE fails to do so within a reasonable period of time, as determined by CITY in its sole discretion, CITY may cause the remediation and/or removal recommended in the environmental assessment such that unrestricted re-use of the Permit Area and

compliance with environmental law and regulations are achieved, and PERMITTEE shall pay all costs and expenses therefor.

32. Water Quality Assurances. PERMITTEE shall, at its sole cost and expense, comply with all laws, rules, regulations and direction of competent governmental authority (such as the San Diego Regional Water Quality Board) relating to water quality assurance and storm water management. PERMITTEE acknowledges and agrees that such legal requirements may change at any time and from time to time.
 - a. NPDES. PERMITTEE shall comply with all applicable requirements of the National Pollutant Discharge Elimination System ("NPDES") permit in force on the Effective Date of this Permit (i.e., Permit No. R9-2013-0001), and any and all amendments thereto and all applicable succeeding NPDES permits.
 - b. Stormwater Management. PERMITTEE shall comply with all applicable requirements of the San Diego Municipal Code Chapter 4, Article 3, Division 3: Stormwater Management and Discharge Control (the "Stormwater Code"), and employ "Best Management Practices," as that term is defined by the Stormwater Code, and as approved by the City of San Diego, in its governmental capacity, under its Stormwater Management Program.
33. Waiver. The property constituting the Permit Area is publicly owned and held in trust for the benefit of CITY'S citizens. CITY'S failure to insist upon the strict performance of any of PERMITTEE'S obligations under this permit, in one or more instance, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. CITY'S waiver of a breach shall not be a waiver of any other breach. Any waiver of a breach must be in writing executed by CITY to constitute a valid and binding waiver. CITY'S delay or failure to exercise a right or seek a remedy shall not be deemed a waiver of that or any other right or remedy under this Permit, at law or in equity. The exercise of any particular right or the use of any particular remedy for any breach shall not waive the use of any other right or remedy for the same breach or for another or later breach. CITY'S acceptance of any rents shall not be a waiver of any breach preceding the rent payment. CITY'S failure to discover a breach or take prompt action to require the correction of any breach shall not result in an equitable estoppel, but CITY may at any and all times require the correction of the breach.
34. Cumulative Remedies. CITY'S rights and remedies under this Permit are cumulative and shall not limit or otherwise waive or deny any of CITY'S rights or remedies at law or in equity.
35. Survival. Any obligation which accrues under this Permit prior to its expiration or termination shall survive such expiration or termination.
36. Joint and Several Liability. If PERMITTEE is comprised of more than one person or legal entity, such persons and entities, and each of them, shall be jointly and severally liable for the performance of each and every obligation of PERMITTEE under this Permit.

37. No Affiliation. Nothing contained in this Permit shall be deemed or construed to create a partnership, joint venture, or other affiliation between CITY and PERMITTEE or between CITY and any other entity or party, or cause CITY to be responsible in any way for the debts or obligations of PERMITTEE or any other party or entity.
38. Entire Agreement. This Permit constitutes the entire agreement between the parties and supersedes any and all prior understandings, representations, warranties, and agreements between them pertaining to this Permit. Any modification, alteration, or amendment of this Permit shall be in writing and signed by all the parties hereto.
39. Notices. Any notice, required or permitted to be given under this Permit shall be in writing and may be served personally or delivered by United States mail, postage prepaid, and addressed to PERMITTEE at PERMITTEE'S Address for Notices, and CITY as follows:

THE CITY OF SAN DIEGO
Attn: Director, Real Estate Assets Department
1200 Third Avenue, Suite 1700 (MS 51A)
San Diego, CA 92101
(619) 236-6020

40. Authority to Contract. Each individual executing this Permit on behalf of another person or legal entity represents and warrants that they are authorized to execute and deliver this Permit on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing Permit, and that this Permit is binding upon such person or entity in accordance with its terms. Each person executing this Permit on behalf of another person or legal entity represents and warrants such entity is a valid, qualified corporation, limited liability company, partnership or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.
41. Acceptance of Permit Area. By signing this Permit, PERMITTEE represents and warrants that it has independently inspected the Permit Area and made all tests, investigations, and observations necessary to satisfy itself as to the condition of the Permit Area and its suitability for the Permit Use. PERMITTEE further represents and warrants that it is not relying on any representation by CITY as to the condition of the Permit Area and its suitability for the Permit Use. PERMITTEE further represents and warrants that it is not relying on any representation by CITY as to the condition of the Permit Area or its suitability for the Permit Use, and that PERMITTEE is relying solely on its own and independent inspections, tests, investigations and observations of the Permit Area in entering into this Permit. PERMITTEE accepts the Permit Area in its current condition, and acknowledges and agrees that CITY has fulfilled all obligations it may have had to improve, modify, repair, replace, alter, or otherwise develop the Permit Area prior to the Effective Date. PERMITTEE shall not hold CITY responsible for any defects in the Permit Area. PERMITTEE accepts and assumes all risk of harm to all

persons and property, including without limitation PERMITTEE'S employees, from any defects in the Permit Area, and shall be solely responsible therefor.

IN WITNESS WHEREOF, this Permit is executed to be effective as of the Effective Date.

Date: 7/8/15

COUNTY OF SAN DIEGO (DEPARTMENT OF
HEALTH DIVISION, VECTOR CONTROL
PROGRAM - (CHD, VCP)

BY:

Name:

APRIL HEINZE

Title: DIRECTOR, DEPT OF GENERAL SERVICES

Date: 9/2/15

THE CITY OF SAN DIEGO, a California
municipal corporation

BY:

Name:

CAROL THOMPSON

Title: CLERK, PUBLIC WORKS

Environmental Analysis Section: Environmental Clearance:

This activity is covered under the County of San
Diego's Vector Habitat Program EIR
(SCH # 2009011067). A MORA is not required for this item.

Date: 9/1/15

BY:

Name:

Melissa Herrmann

Title: School Planner

Approved as to Form:

Date: 9/3/15

BY:

Name:

Melissa D. Ables

Title: Deputy City Attorney

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APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

BY RODNEY F LORANG, SENIOR DEPUTY

Exhibit A: Permit Area

[TO FOLLOW BEHIND THIS PAGE]

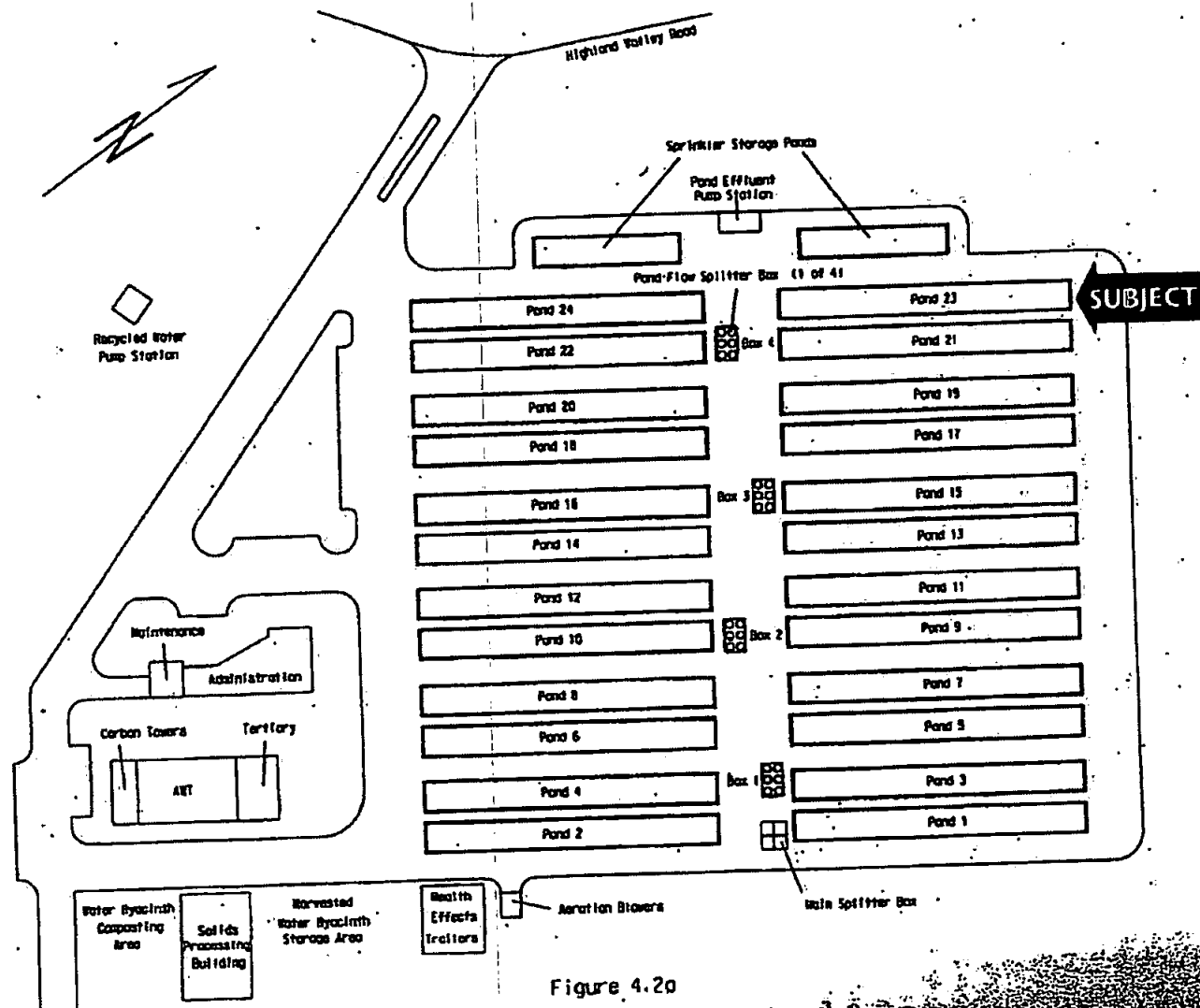


Figure 4.2a
Aqua III Site Plan

