

CITY OF SAN DIEGO

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is executed by and between the CITY OF SAN DIEGO, a municipal corporation ("City"), and SAN DIEGO COUNTY WATER AUTHORITY, a public agency ("Licensee").

1. Right to Enter License Area. City hereby grants permission to Licensee to enter upon City-owned property located at the Southwest corner of Interstate 15 and Mercy Road, consisting of approximately 1.797 acres, and as specifically set forth on the attached Exhibit "A" and Exhibit B ("License Area"), incorporated by this reference. Permission to enter the License Area is conditioned upon the terms set forth below.
2. Use of License Area. Licensee shall have exclusive use of the License Area for parking of employee owned vehicles, staging of contractor owned equipment, and material storage and for no other purpose whatsoever. The days and hours of operation and use of the License Area will be 7:00 a.m. to 6:00 p.m. Monday through Friday. Any extension of these hours are to be subject to review and approval by the City Manager or his designate. Licensee shall be responsible for obtaining all Licenses and security for the maintenance and use of the License Area and shall fence and screen the License Area.
3. License Fee. Consideration to City for granting this License Agreement shall be a \$1,000 Dollar (\$1,000) annual License fee commencing on the Effective Date, as defined below. License fees should be made by check payable to the City Treasurer and mailed to the Office of the City Treasurer, P.O. Box 122289, San Diego, CA 92112-4165 or delivered to the Office of the City Treasurer, Civic Center Plaza, 1200 Third Avenue, First Floor, San Diego, CA 92101, on or before the first day of each month. The first and last months License fees will be prorated as necessary to achieve payment on the first of the month. Licensee has prepaid the annual rent for the three year period of this License Agreement. To compensate City for loss of interest and staff time associated with monitoring and follow-up on late payments, payments postmarked or paid in person after the first of the month will be subject to a late fee of five percent (5%) of the monthly License fee if one (1) to fifteen (15) days past due, and to an additional five percent (5%) [for a total of ten percent (10%)] late fee if sixteen (16) or more days past due. In no event shall the late fee be less than Twenty-Five Dollars (\$25).
4. Effective Date. This License Agreement shall be in effect after execution by City and Licensee and after the approval of the City Attorney and shall expire thirty six (36) months from the first of the month following the City Attorney's approval date, or upon completion

of Licensee's project, whichever occurs first.

5. Holdover. Any holding over by Licensee after expiration or termination shall not be considered as a renewal or extension of this License Agreement. The occupancy of the License Area after the expiration or termination of this agreement constitutes a month-to-month tenancy, and all other terms and conditions of this agreement shall continue in full force and effect; provided, however, CITY shall have the right to apply a reasonable increase in rent to bring the rent to fair market value and to terminate the holdover tenancy at will.
6. Insurance. Prior to approval of this License Agreement by City, Licensee shall deliver to City a certificate of insurance for public liability and property damage in which "The City of San Diego, its elected officials, officers, representatives, agents and employees" are named as additional insureds, in an amount of not less than Two Million Dollars (\$2,000,000) combined single limit liability with an occurrence claims form. The policy shall be kept in force for the duration of this License Agreement. The certificate of insurance shall be filed with City's Real Estate Assets Department upon execution of this License Agreement.
7. Hold Harmless. Licensee agrees to defend, indemnify, protect, and hold City, its elected officials, officers, representatives, agents and employees, harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Licensee's employees, invitees, guests, agents, or officers, which arise out of or are in any manner directly or indirectly connected with the grant of this License Agreement to the Licensee, the development or operation of the License Area or the work and operations to be performed under this License Agreement, and all expenses of investigating and defending against same; provided, however, that Licensee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of City, its elected officials, officers, representatives, agents and employees.
8. No Discrimination. Licensee 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 physical disability in Licensee's use of the License Area, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.
9. Licensee's Risk. All risks in connection with Licensee's use of the License Area and any damages to the improvements thereon, thereunder, or in the vicinity thereof shall be borne in full by Licensee.
10. Nuisance. Licensee shall not use the License 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.

11. Revocable License. This License Agreement is not a lease. It is a license to use City property, revocable at any time by City. It is mutually agreed that City shall not be obligated for any loss, financial or otherwise, which may be incurred by Licensee as a result of termination of this License Agreement, and, further, that Licensee expressly waives any claim for expense or loss which Licensee might incur as a result of termination of this License. City shall have and maintain the right at all times to enter upon the License Area in City's sole discretion.
12. Possessory Interest Tax. Licensee recognizes and understands that this License Agreement may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest. Such tax payment shall not reduce any fee paid City under this License Agreement. Licensee shall pay any tax or assessment before it becomes delinquent.
13. Compliance with Laws. Licensee 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 License Area.
14. Deposit. Licensee shall file with City's Real Estate Assets Department a Five Thousand Dollar (\$5,000) cash performance deposit to assure that, upon expiration or earlier termination of this License, Licensee shall at its sole cost remove all materials and repair and/or restore the License Area to its original condition, including any hazardous or toxic waste remediation, to the satisfaction of the City Manager.
15. Hazardous/Toxic Waste. Licensee will not allow the installation of additional underground storage tanks or release of hazardous substances in, on, under, or from the premises. For the purposes of this provision, a release shall include but not be limited to any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" shall mean those hazardous substances listed by the Environmental Protection Agency in regularly released reports and any other substances incorporated into the State's list of hazardous substances. A copy of the presently effective EPA and the State lists is on file in the Office of the City Clerk as Document 769704 and by this reference is incorporated herein.

In the event of any release of a hazardous substance, Licensee shall be responsible for all costs of remediation and removal of such substances in accordance with all applicable rules and regulations of governmental authorities.

Licensee agrees to assume the defense of, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from Licensee's

operations on the premises, including but not limited to costs of environmental assessments, costs of remediation and removal, any necessary response costs, damages for injury to natural resources or the public, and costs of any health assessment or health effect studies.

If Licensee knows or has reasonable cause to believe that any hazardous substance has been released on or beneath the License Area, Licensee shall give written notice to the City Manager within ten (10) days of receipt of such knowledge or cause for belief. Provided, however, if Licensee knows or has reasonable cause to believe that such substance is an imminent and substantial danger to public health and safety, Licensee shall notify the City Manager immediately upon receipt of this knowledge or belief and shall take all actions necessary to alleviate such danger. Licensee will notify the City Manager immediately of any notice of violation received or initiation of environmental actions or private suits relative to the premises. In addition, Licensee and Licensee's sublessees shall not utilize or sell any hazardous substance on the property without the prior written consent of CITY.

At any time within the twelve (12) months before the expiration or earlier termination of this License Agreement, Licensee, at CITY'S sole option, shall cause an environmental assessment of the premises to be completed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. Said environmental assessment shall be obtained at the sole cost and expense of Licensee and shall establish what, if any, hazardous substances exist on, in, or under the License Area, and in what quantities. If any hazardous substances exist in quantities greater than that allowed by CITY, county, state, or federal laws, statutes, ordinances, or regulations, then said environmental assessment shall include a discussion of these substances with recommendations for remediation and removal necessary to effect compliance with those laws or statutes and estimates of the cost of such remediation or removal. Licensee shall cause the remediation and/or removal recommended in the environmental assessment such that compliance with environmental law is achieved and shall be solely responsible for all costs and expenses incurred.

16. No Assignment. Licensee shall not assign any rights granted by this License Agreement 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 License Agreement.
17. Signs. No signs shall be displayed on the License Area without the prior written consent of the City Manager.
18. Encumbrances. Licensee shall keep the License Area free from all encumbrances and liens of any nature during the term of this License Agreement. Licensee shall defend, hold harmless

and indemnify City from and against any and all such encumbrances and/or liens and from and against any claim, liability, cost or expense (including all costs and attorneys' fees), which may be filed or instituted against the License Area (including without limitation Licensee's failure or the failure of any contractor or subcontractor hired by Licensee) to pay any person or persons referred to in Section 3181 of the California Civil Code or other applicable sections.

19. Maintenance of the License Area. Licensee shall be solely responsible for maintaining the License Area in a decent, safe, healthy and sanitary condition at all times during the entire term of this License to the satisfaction of the City Manager or designee.
20. Waiver. The failure of City to insist upon strict performance by Licensee of any condition of this License, in one or more instances, shall not be construed as a waiver of any such condition, and the same shall remain in full force and effect.
21. Oral Representations. This License contains the complete expression of the agreement between the parties, and there are no promises, representations, agreements, warranties or inducements, either expressed orally or implied, except as set forth herein. The conditions hereof cannot be changed in any respect except by written agreement between the parties.
22. Inspection. City may enter and inspect the operations permitted under this License at any time.
23. Legal Proceedings. Should it become necessary for City to commence legal proceedings to collect any payments due hereunder or to enforce any other condition of this License, Licensee agrees to pay all legal costs in connection therewith, including reasonable attorneys' fees.
24. Notices.

Notices to City shall be mailed to:

City of San Diego
Real Estate Assets Department
Attention: William T. Griffith, Director
1200 Third Avenue, Suite 1700 (MS 51A)
San Diego, CA 92101

Notices to Licensee shall be mailed to:

San Diego County Water Authority
Attention: William J. Rose, Right of Way Director
4677 Overland Avenue
San Diego, CA 92123

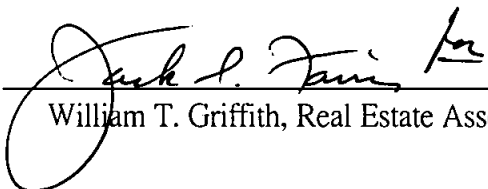
or notices may be delivered to Licensee.

25. Governmental Approvals. By the granting of this License, neither City nor the Council of City is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to development or operation of the License Area. Discretionary action includes but is not limited to rezonings, variances, environmental clearances, or any other governmental agency approvals which may be required for the development and operation of the License Area.

IN WITNESS WHEREOF, this License Agreement is executed by City, acting by and through its City Manager, and by Licensee, acting by and through its lawfully authorized officers.

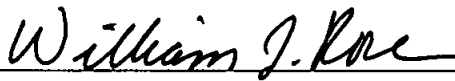
THE CITY OF SAN DIEGO

Date: 6-28-07

By: 
William T. Griffith, Real Estate Assets Director

SAN DIEGO COUNTY WATER AUTHORITY, a public agency

Date: June 28, 2004

By: 
William J. Rose, Right of Way Director

This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Section 15060(c)(3).

ENVIRONMENTAL ANALYSIS SECTION
ENVIRONMENTAL CLEARANCE:

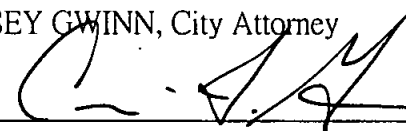
Date: 6/29/04

By: 

APPROVED AS TO FORM AND LEGALITY:

CASEY GWINN, City Attorney

Date: 6/29/04

By: 
Deputy City Attorney

Site No.C601

JAB/cdj

6/22/04

I:\WFO\2004\BRAUNROE-SAN DIEGO COUNTY WATER-SOUTHWEST CORNER OF I-15.wpd

EXHIBIT "A" and Exhibit "B" - LICENSE AREA

EXHIBIT "A"

**LEGAL DESCRIPTION
TEMPORARY STAGING AREA**

A PARCEL OF LAND IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONTROL MONUMENT, BEING A 2 INCH IRON PIPE WITH BRASS CAP STAMPED "S.D.C.W.A. SV-1" AS SHOWN ON RECORD OF SURVEY NO. 17738 ON FILE AT THE COUNTY OF SAN DIEGO AND HAVING THE COORDINATES OF N. 1,921,819.99, E. 6,296,165.15; SAID MONUMENT BEARS NORTH 86°51'02" EAST 2476.19 FEET FROM A CONTROL MONUMENT, BEING A 2 INCH IRON PIPE WITH BRASS CAP, STAMPED "S.D.C.W.A. SV-2; THENCE SOUTH 57°22'31" WEST 914.69 FEET TO THE **TRUE POINT OF BEGINNING**, HAVING COORDINATES OF N. 1921326.85, E. 6295394.78; THENCE ALONG SAID PARCEL OF LAND THE FOLLOWING COURSES; SOUTH 16°42'43" WEST 132.66 FEET, HAVING COORDINATES OF N. 1921199.78, E. 6295356.63; THENCE SOUTH 09°47'25" EAST 86.29 FEET, HAVING COORDINATES OF N. 1921114.76, E. 6295371.31; THENCE SOUTH 51°18'48" EAST 176.69 FEET, HAVING COORDINATES OF N. 1921004.32, E. 6295509.23; THENCE SOUTH 10°33'37" WEST 91.36 FEET, HAVING COORDINATES OF N. 1920914.51, E. 6295492.49; THENCE NORTH 76°54'51" WEST 208.99 FEET, HAVING COORDINATES OF N. 1920961.82, E. 6295288.92; THENCE NORTH 33°51'52" WEST 170.26 FEET, HAVING COORDINATES OF N. 1921103.20, E. 6295194.05; THENCE NORTH 01°08'08" EAST 163.31 FEET, HAVING COORDINATES OF N. 1921266.47, E. 6295197.29; THENCE NORTH 28°31'33" EAST 116.55 FEET, HAVING COORDINATES OF N. 1921368.88, E. 6295252.95; THENCE SOUTH 73°29'41" EAST 147.93 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINS 1.797 ACRES MORE OR LESS

SAID BEARINGS AND DISTANCES SHOWN HEREIN ARE GRID. COORDINATES SHOWN HEREIN ARE IN TERMS OF THE CALIFORNIA COORDINATE SYSTEM, NAD 83, ZONE 6. (EPOCH 1991.35) PER SAID RECORD OF SURVEY NO. 17738.



GARY L. HUS
LS 7019
EXPIRATION DATE 6/30/06

6/3/2009
DATE

A PARCEL OF LAND IN THE CITY OF
SAN DIEGO, COUNTY OF SAN DIEGO,
STATE OF CALIFORNIA.

THE BASIS OF BEARINGS FOR
THIS DRAWING IS THE CALIFORNIA
COORDINATE SYSTEM, ZONE 6,
GRID BEARING BETWEEN GPS
CONTROL STATIONS SV-1 AND
SV-2 AS SHOWN ON RECORD OF
SURVEY 17738.

TH 86°51'02" WEST.

PCL. 2, P.M. 12208

28°31'33"E
16.55'

NE 1/4, SEC.30, T14S,
R.O.S. 6671

FOUND 2" IRON PIPE
STAMPED "S.D.C.W.A. SV-1"
AS SHOWN ON R.O.S. 17738

FOUND 2" IRON PIPE
STAMPED "S.D.C.W.A. SV-2"
AS SHOWN ON R.O.S. 17738

MAP 11833
LOT 127

N57°22'31"E 914.69' (TIE LINE ONLY)

A.P.N. 318-022
SHEET 2 OF 3

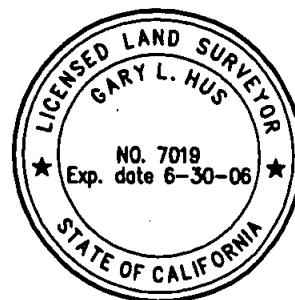
EXHIBIT
"B"



SCALE 1" = 100'

●	INDICATES MONUMENT AS NOTED
P.O.C.	INDICATES POINT OF COMMENCEMENT
T.P.O.B.	INDICATES TRUE POINT OF BEGINNING
B.O.B.	INDICATES BASIS OF BEARINGS
	INDICATES TEMPORARY STAGING AREA

MAP 11833



6/3/2004

GARY L. HUS, L.S. 7019
REGISTRATION EXPIRES 06/30/2006

DATE _____

SHEET 1 OF 1



PROJECT DESIGN CONSULTANTS
 PLANNING • ENVIRONMENTAL • ENGINEERING • SURVEY/GPS
 701 B Street, Suite 800 San Diego, California 92101
 Phone 619-235-6471 Fax 619-234-0349

RESOLUTION NUMBER R- 299397

ADOPTED ON JUN 28 2004

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THE EXECUTION OF AN ALL-INCLUSIVE AGREEMENT BETWEEN THE CITY AND THE SAN DIEGO COUNTY WATER AUTHORITY FOR THE CONVEYANCE OF REAL PROPERTY INTERESTS NECESSARY FOR THE SAN VICENTE EXPANSION PHASE OF THE EMERGENCY STORAGE PROJECT FOR THE SAN VICENTE RESERVOIR.

WHEREAS, the City of San Diego owns a 60.279 acre parcel located at the southwest corner of Mercy Road and Interstate 15 commonly known as a portion of Canyon Hills Park [the Property], acquired in 1989 using funds from the Mira Mesa and Miramar Ranch Facilities Benefit Assessment Funds for use as a natural open-space park; and

WHEREAS, the Property is not dedicated parkland; and

WHEREAS, on May 26, 1998, the San Diego City Council adopted Ordinance No. O-18521-1 authorizing an agreement between the San Diego County Water Authority, a public agency of the State of California [CWA] and the City for expansion of the Emergency Storage Project [ESP] for the San Vicente Reservoir and which will increase water storage capacity and benefit the San Diego Region in the event of a catastrophic interruption of imported water; and

WHEREAS, construction of the Rancho Peñasquitos Pressure Control and Hydroelectric Facility [RPPCHF] is a major component of the ESP; and

WHEREAS, CWA requires certain real property interests from the City, including fee title to part of the Property, and easement and other interests affecting portions of the Property for construction of the RPPCHF and the San Vicente Pipeline [SVP] for the ESP; and

WHEREAS, CWA owns an approximately 2.34 acre parcel of open space, APN 318-521-15 [CWA Property], adjacent to Canyon Hills Park; and

WHEREAS, CWA has offered to exchange its 2.34 acre CWA Property for two parcels of the Property owned by the City totaling approximately 2.31 acres [City Property], for the specific purpose of expansion of the ESP and construction of the RPPCHF and the SVP, with CWA reserving a pipeline easement across the CWA property [the Exchange]; and

WHEREAS, CWA also requires a permanent easement across 2.82 acres of the Property, a temporary construction easement across .76 acres, and a three year license agreement for the use of 1.8 acres for a construction staging area [the Real Property Rights]; and

WHEREAS, in consideration for these Real Property Rights, CWA has offered to pay \$400,000 to City and provide the following in-kind improvements and services at the Property: improvement of existing Alemania Road to the summit for use as a public trail; maintenance of the trail for the duration of the time that CWA requires use of the Property; installation of five concrete picnic benches at the summit; construction of a shared parking area available to the public seven days a week; and installation of a monument sign consistent with City park sign standards [collectively, the Consideration]; and

WHEREAS, the General Manager of CWA is authorized to enter into the proposed All-Inclusive Agreement and consummate the Exchange and purchase and sale of Real Property Rights as contemplated by the All-Inclusive Agreement pursuant to CWA Administrative Code Chapter 4, sections 4.00.010(b) and 4.00.020(a) and (b); and

WHEREAS, Facilities Benefit Assessment staff has determined that the Consideration to be received by the Mira Mesa and Miramar Ranch Facilities Benefit Assessment Funds in the

form of cash payment and improvements to Canyon Hills Park will adequately compensate the Funds for the property rights to be conveyed by the City in the proposed transaction; and

WHEREAS, the proposed transaction on the terms and conditions described herein and as more specifically set forth in the "All-Inclusive Agreement" on file in the Office of the City Clerk as Document No. RR- 299397-1 is fair and equitable and in the public interest; and

WHEREAS, all of the property affected by the Exchange of property and purchase and sale of Real Property Rights pursuant to the All-Inclusive Agreement are specifically described in the legal descriptions attached to the All-Inclusive Agreement; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, as follows:

1. That the City Manager or designee is authorized to execute, for and on behalf of the City of San Diego, an All-Inclusive Agreement in substantially the form on file in the Office of the City Clerk as Document No. RR- 299397-1 , and to take all actions necessary to complete the Exchange of property and the purchase and sale of Real Property Rights with the San Diego County Water Authority for construction of the Rancho Peñasquitos Pressure Control and Hydroelectric Facility and the San Vicente Pipeline, on the terms and conditions set forth in the All-Inclusive Agreement.

2. That the City Manager or designee is authorized to execute, for and on behalf of the City of San Diego, a three-year License Agreement with the San Diego County Water Authority for a temporary construction staging area on approximately 1.8 acres at an annual rent of \$1,000 (which rent amount is part of and not in addition to the \$400,000 payment to be made by CWA under the terms of the All-Inclusive Agreement), and on such other terms and conditions as are substantially set forth in the form of License Agreement on file in the Office of the City Clerk as Document No. RR- 299397-2 .

3. That the Auditor and Comptroller is authorized and directed, upon receipt of the \$400,000 payment from CWA, to deposit \$397,000 to Facilities Benefit Assessment Fund No. 79006 and \$3,000 of pre-paid rent on the License Agreement to General Fund 100.

APPROVED: CASEY GWINN, City Attorney

By



Carrie L. Gleeson
Deputy City Attorney

CLG:mm
06/22/04
Or.Dept: READ
Job Order: 923173
R-2004-1410

Passed and adopted by the Council of San Diego on June 28, 2004 by the following vote:

YEAS: **PETERS, ZUCCHET, ATKINS, LEWIS, MAIENSCHIN, FRYE, MADAFFER, INZUNZA, MAYOR MURPHY.**

NAYS: **NONE.**

NOT PRESENT: **NONE.**

AUTHENTICATED BY:

DICK MURPHY
Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL)

By: Esther Ramos, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. R- 299397, passed and adopted by the Council of The City of San Diego, California on June 28, 2004.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL)

By: , Deputy

ITEM-S408: All-Inclusive Agreement with San Diego County Water Authority for Conveyance of Real Property Interests for the Construction of the Rancho Penasquitos Pressure Control and Hydroelectric Facility and the San Vicente Pipeline.

(Mira Mesa Community Planning Area. District-5.)

CITY MANAGER'S RECOMMENDATION:

Adopt the following resolution:

(R-2004-1410) ADOPTED AS RESOLUTION R-299397

Authorizing the City Manager to execute an All-Inclusive Agreement and to take all actions necessary to complete the Exchange of property and the purchase and sale of Real Property Rights with the San Diego County Water Authority, for construction of the Rancho Penasquitos Pressure Control and Hydroelectric Facility and the San Vicente Pipeline, on the terms and conditions set forth in the All-Inclusive Agreement;

Authorizing the City Manager to execute a three-year License Agreement with the San Diego County Water Authority for a temporary construction staging area on approximately 1.8 acres at an annual rent of \$1,000 (which rent amount is part of and not in addition to the \$400,000 payment to be made by CWA under the terms of the All-Inclusive Agreement), and on such other terms and conditions as are substantially set forth in the form of License Agreement;

Authorizing and directing the City Auditor and Comptroller, upon receipt of the \$400,000 payment from CWA, to deposit \$397,000 to Facilities Benefit Assessment Fund No. 79006 and \$3,000 of pre-paid rent on the License Agreement to General Fund 100.

CITY MANAGER SUPPORTING INFORMATION:

In 1989 the City acquired the 60 acre parcel that is now known as Canyon Hills Park from Barrett American, Inc., a residential developer for \$13,975,000 using funds from the Mira Mesa and Miramar Ranch Facilities Benefit Assessment Funds ("FBA") and \$500,000 from the City's General Fund Capital Outlay Fund which was ultimately reimbursed by the FBA. The land is currently designated open space.

On May 26, 1998, the City Council approved the Agreement between the San Diego County Water Authority (CWA) and the City of San Diego for the San Vicente Reservoir expansion phase of the Emergency Storage Project (ESP) (Document No. 00-18521-1). In compliance with the Agreement, CWA requires an approximately 4.59 acre portion of the above referenced 60 acre City owned Canyon Hills Open Space Park to construct the Rancho Penasquitos Pressure Control and Hydroelectric Facility (RPPCHF). The approximate 4.59 acres consists of: (a) 2.31 acres in fee, (b) 2.282 acres in permanent easement. Additionally, 2.56 acres will be required for short term use: (a) .76 acre temporary construction easement for a three (3) year term, and (b) a temporary three (3) year Right of Entry Permit is required for an approximate 1.8 acre site. The purpose of the ESP is to expand the San Diego region's water storage capacity to meet the emergency needs of the region.

All Inclusive Agreement Summary

The terms of this transaction are set forth in an All-Inclusive Agreement and are as follows:

(1) City will exchange approximately 2.31 acres of open space for approximately 2.34 acres of CWA owned open space in fee which is surrounded by City owned property which is contiguous to Canyon Hills Park. CWA will be reserving an underground pipe easement on their 2.34 acres parcel being conveyed to the City, (2) CWA will compensate the City \$397,000 for the balance of the approximate 3.042 acres which is required for both the permanent and temporary easements. In addition to the monetary compensation, the All-Inclusive Agreement requires that the CWA provide certain non-monetary improvements: (a) CWA will improve Alemania Rd. as a trail, (b) install picnic benches at the top of the trail, (c) construct shared parking, and (d) install a monument sign. CWA will compensate the City an additional \$3,000 for the temporary Right of Entry permit on the 1.8 acre portion of the property.

Herring/Griffith/JAB

FILE LOCATION: MEET

COUNCIL ACTION: (Time duration: 2:39 p.m. – 2:40 p.m.)

MOTION BY MAIENSCHIEIN TO ADOPT. Second by Frye. Passed by the following vote: Peters-yea, Zucchet-yea, Atkins-yea, Lewis-yea, Maienschein-yea, Frye-yea, Madaffer-yea, Inzunza-yea, Mayor Murphy-yea.

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO				1. CERTIFICATE NUMBER N/A					
TO: CITY ATTORNEY		2. FROM (ORIGINATING DEPARTMENT): REAL ESTATE ASSETS DEPARTMENT		3. DATE: June 15, 2004					
4. SUBJECT: SALE AND EXCHANGE OF CITY OWNED PROPERTY									
5. FOR INFORMATION, CONTACT (NAME & MAIL STA.): CHIODO/Braun MS# 51A		6. TELEPHONE NO.: 66725/36517		7. CHECK HERE IF BOX 1471A "DOCKET" SUPPORTING INFORMATION HAS BEEN COMPLETED ON PAGE 2: ☒					
8. COMPLETE FOR ACCOUNTING PURPOSES									
FUND				9. ADDITIONAL INFORMATION / ESTIMATED COST:					
DEPT.				Cost to City: None. \$397,000 deposited to Facilities Benefit Assessment Fund 79006, and \$3,000 pre-paid rent deposited to General Fund 100.					
ORGANIZATION				Job: 923173					
OBJECT ACCOUNT				cc: Dept. Docket Clerk					
JOB ORDER				Thomas Guide Page: 1189 F7					
C.I.P. NUMBER									
AMOUNT									
10. ROUTING AND APPROVALS									
ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED		
X	DEPARTMENT DIRECTOR	<i>[Signature]</i>	6/16/04	X	CITY MANAGER	<i>[Signature]</i>	6-18-04		
X	EAS	APPROVAL SIGNATURES ON FILE		X	AUDITOR	<i>[Signature]</i>	6-22-04		
X	WATER DEPT.		X	CITY ATTORNEY	<i>[Signature]</i>	6-23-04			
X	PARK & REC.		X	ORIGINATING DEPARTMENT	<i>[Signature]</i>	6/23/04			
X	FINANCIAL MGMT.		MGR. DOCKET COORD: _____ COUNCIL REP. _____						
	EOCP MEMO 5/3/96		☒ RULES COMMITTEE ☐ CONSENT ☐ ADOPTION ☐ REFER TO: _____ DATE: _____						
X	FACILITIES FINANCING								
11. PREPARATION OF:		☒ RESOLUTIONS		☐ ORDINANCE(S)		☐ AGREEMENT(S)		☐ DEED(S)	
Authorizing the City Manager to: 1) execute an All Inclusive Agreement, form of which is attached, with the County Water Authority ("CWA") for conveyance of two parcels in fee title, one permanent easement for water pipelines and one temporary 3 year construction easement for a combined total of approximately 5.352 acres on terms set forth in the Agreement which are summarized in the attached docket supporting information; 2) execute a three-year Right of Entry Permit with CWA at Canyon Hills Open Space Park for a temporary construction laydown yard consisting of approximately 1.8 acres at an initial annual rent of \$1,000 as specified in the All Inclusive Agreement.									
11A. MANAGER'S RECOMMENDATIONS: <i>License Agreement</i> Adopt the Resolution.									
12. SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION.) <u>COUNCIL DISTRICT(S):</u> 5 <u>ACTION REQUESTED BY:</u> Real Estate Assets Director <u>COMMUNITY AREA(S):</u> Mira Mesa Community Planning Group <u>CITY CLERK INSTRUCTIONS:</u> Do Not Record. Return documents to Real Estate Assets Dept., Attention: Jim Braun, M.S. 51A for further handling. <u>ENVIRONMENTAL IMPACT:</u> This activity is not a "project" and therefore exempt from CEQA pursuant to the State CEQA Guidelines Section 15060 (c) (3). <u>VALUE:</u> The Real Estate Assets Department has approved the values assigned to the components of the total consideration to be received by the City.									

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO

DATE:
June 15, 2004

SUBJECT:

SALE AND EXCHANGE OF CITY OWNED PROPERTY

BACKGROUND:

In 1989 the City acquired the 60 acre parcel that is now known as Canyon Hills Park from Barrett American, Inc., a residential developer for \$13,975,000 using funds from the Mira Mesa and Miramar Ranch Facilities Benefit Assessment Funds ("FBA") and \$500,000 from the City's General Fund Capital Outlay Fund which was ultimately reimbursed by the FBA. The land is currently designated open space.

On May 26, 1998, the City Council approved the Agreement between the San Diego County Water Authority (CWA) and the City of San Diego for the San Vicente Reservoir expansion phase of the Emergency Storage Project (ESP) (Document No. 00-18521-1). In compliance with the Agreement, CWA requires an approximately 4.59 acre portion of the above referenced 60 acre City owned Canyon Hills Open Space Park to construct the Rancho Penasquitos Pressure Control and Hydroelectric Facility (RPPCHF). The approximate 4.59 acres consists of: (a) 2.31 acres in fee, (b) 2.282 acres in permanent easement. Additionally, 2.56 acres will be required for short term use: (a) .76 acre temporary construction easement for a three (3) year term, and (b) a temporary three (3) year ~~Right of Entry Permit~~ is required for an approximate 1.8 acre site. The purpose of the ESP is to expand the San Diego region's water storage capacity to meet the emergency needs of the region.

License Agreement

All Inclusive Agreement Summary.

The terms of this transaction are set forth in an All Inclusive Agreement and are as follows: (1) City will exchange approximately 2.31 acres of open space for approximately 2.34 acres of CWA owned open space in fee which is surrounded by City owned property which is contiguous to Canyon Hills Park. CWA will be reserving an underground pipe easement on their 2.34 acres parcel being conveyed to the City, (2) CWA will compensate the City \$397,000 for the balance of the approximate 3.042 acres which is required for both the permanent and temporary easements. In addition to the monetary compensation, the All Inclusive Agreement requires that the CWA provide certain non-monetary improvements: (a) CWA will improve Alemania Rd. as a trail, (b) install picnic benches at the top of the trail, (c) construct shared parking, and (d) install a monument sign. CWA will compensate the City an additional \$3,000 for the temporary Right of Entry permit on the 1.8 acre portion of the property.

BY LINE: (CITY MANAGER / DEPT. HEAD / AUTHOR INITIALS)

HERRING:Griffith:JAB

Job: 923173

SIGNATURES:

ORIGINATING DEPT. HEAD

CITY MANAGER
(FOR MANAGERIAL DEPARTMENTS ONLY)