

CITY OF SAN DIEGO
INTERDEPARTMENTAL MEMORANDUM OF UNDERSTANDING

[MURPHY CANYON ROAD - MONITORING WELLS - APN 429-260-05]

THIS CITY OF SAN DIEGO INTERDEPARTMENTAL MEMORANDUM OF UNDERSTANDING ("MOU") is made by and between the City of San Diego's Real Estate Assets Department ("READ"), the Public Utilities Department ("PUD"), and the Transportation & Storm Water Department ("T&SW"), to be effective as of April 1, 2017 (the "Effective Date"), as follows:

RECITALS

- A. READ has management authority over that certain City-owned real property (the "Property") located at 2401 Murphy Canyon Road (APN 429-260-05), and more particularly described in **Exhibit A: Property**, attached hereto.
- B. PUD has been using the Property subject to an Interdepartmental Memorandum of Understanding, effective June 10, 2013 (the "2013 MOU").
- C. PUD no longer requires use of the entire Property and wishes to reduce the area it is currently utilizing.
- D. T&SW has been administering the Utilities Undergrounding Program ("UUP"), which has been storing various items at the Rose Canyon Operations Yard. Due to the Mid Coast Transit project, T&SW would like to arrange for UUP to temporarily relocate certain items from the Rose Canyon Operations Yard to the Property.
- E. As of the Effective Date hereof, the parties desire to: (i) have the use of the Property shared by PUD and T&SW; (ii) have the 2013 MOU terminated; and (iii) have the terms and conditions of this MOU govern the rights and obligations of READ, PUD and T&SW.
- F. READ acknowledges and consents to PUD's and T&SW's use of the Property under the terms of this MOU.

TERMS AND CONDITIONS

- 1. **Type of Use.** PUD and T&SW may jointly use the Property. PUD may use the Property for the purpose of conducting soil borings and installing, operating and maintaining one groundwater monitoring well related to the site assessment and mitigation process of City-owned properties for the Murphy Canyon Monitoring Well project. T&SW may use the Property for the purpose of allowing the UUP to store its materials and equipment, such as streetlight poles, mast arms, luminaries, and meter pedestals. All references to T&SW's use of the Property shall hereinafter be interpreted to mean those specific uses that T&SW intends for the UUP, as set forth above in Recital "D" and this Section 1.
- 2. **Area of Use.** PUD's use of the Property will be limited to the area described on **Exhibit**

B: Areas of Use, attached hereto. T&SW may utilize the remainder of the Property not identified specifically as an Area of Use for PUD on **Exhibit B**.

3. Term. The term of this MOU ("Term") shall commence on the Effective Date and continue, unless terminated earlier, for a period not to exceed five (5) years.
4. Shared Access. Access into the Property will be shared by PUD and T&SW. T&SW shall be responsible for any required access re-configuration and shall take precautions to protect PUD's monitoring well from vehicles entering and exiting the Property. The Property will be accessed by various City staff from time to time. PUD and T&SW are each independently responsible for the security of their department's equipment and materials.
5. Lock/Keys Used to Access Property. PUD and T&SW will maintain a "daisy chain" lock system at the entrance to the Property.
6. Risk. PUD and T&SW shall bear all risks, liability and costs in a proportional manner arising out of or in any manner directly or indirectly connected with their use of the Property and any damages to the improvements on, under or in the vicinity of the Property resulting directly or indirectly thereby. Proportional risks, liability and costs will be based on the proportional amount of land they respectively utilize in accordance with **Exhibit B**. PUD and T&SW accept and assume all risk of harm to all persons and property, and shall be solely responsible therefor.
7. Facilities' Costs. PUD shall bear all costs related directly or indirectly to the construction, installation, maintenance, repair, restoration and removal of all monitoring well facilities constructed or installed on the Property by PUD.
8. Maintenance of the Property. PUD and T&SW shall maintain the portions of the Property under their respective responsibility in a decent, safe, healthy and sanitary condition at all times, to READ's satisfaction.
9. Inspection. READ may enter and inspect the Property at any and all times.
10. Property Accepted "As-Is". PUD and T&SW represent and warrant that they have independently inspected the Property and made all tests, investigations and observations necessary to satisfy itself as to the condition of the Property and its suitability for their respective uses, as set forth in Section 1 above. PUD and T&SW further represent and warrant that neither department is relying on any representation by READ as to the condition of the Property or its suitability for their respective uses of the Property, and that PUD and T&SW are relying solely on their own and independent inspections, tests, investigations and observations of the Property in entering into this MOU. PUD and T&SW accept the Property in its current condition.
11. Contact. For issues regarding use of the Property, please contact the following individuals:

Public Utilities Department:

Lan Wiborg
Deputy Director
619-533-4112

Transportation & Storm Water's
Utilities Undergrounding Program:

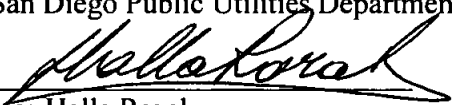
Hasan Yousef
Deputy Director
619-533-3012

12. Government Approvals. Each department is responsible for its own investigation with the City's Development Services Department to ensure that their respective use of the Property complies with all applicable zoning and other applicable City development regulations.
13. Survival. Any obligation which accrues under this MOU shall survive its expiration or termination.
14. Entire Agreement. This MOU constitutes the entire agreement between the parties and supersedes any and all prior understandings between the parties concerning the topics covered in this MOU. Any modification, alteration, or amendment of this MOU shall be in writing and signed by all the parties hereto.
15. Authority to Sign. Each individual signing this MOU for a City Department represents and warrants that they are authorized to execute and deliver this MOU on behalf of their department.

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

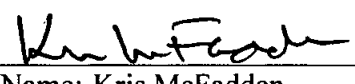
Date: 4/5/17

City of San Diego Public Utilities Department

By: 
Name: Halla Razak
Title: Director

Date: 4/6/17

City of San Diego Transportation & Storm Water
Department

By: 
Name: Kris McFadden
Title: Director

Date: 4/19/17

City of San Diego Real Estate Assets Department

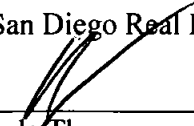
By: 
Cybele Thompson
Director, Real Estate Assets

Exhibit A: Property
Exhibit B: Area(s) of Use

APN 429-260-05

429-26

[illegible]

OCT 04 1996

MAP 5994 - SAN DIEGO TERMINAL
CC 348(M 330) - RHO MISSION
REFREES PART - POR LOT 41
RDS 4013
MAP 825- ROSEDALF. TRACT

SAN DIEGO COUNTY
ASSESSORS MAP
BOOK 429 PAGE 26

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL, SUBDIVISION OR BUILDING ORDINANCES.

Exhibit B: Area of Use

