

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) 3000008819
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Real Estate Assets	DATE: 4/11/2016
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SUBJECT: Authorization to purchase land back from the San Diego County Water Authority and grant easement rights to the San Diego County Water Authority upon completion of the San Vicente Emergency Storage Project.

PRIMARY CONTACT (NAME, PHONE): Barry Slotten, 619-236-6724, MS 51A	SECONDARY CONTACT (NAME, PHONE): April McCusker, 619-236-6987, MS 51A
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COMPLETE FOR ACCOUNTING PURPOSES

FUND	700011				
FUNCTIONAL AREA	OTHR-00000000-WU				
COST CENTER	2013131312				
GENERAL LEDGER ACCT	560010				
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	\$223,669.85	0.00	0.00	0.00	0.00

FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE): Previously Authorized: \$ 0.00
 Total Deposits: \$ 0.00
 This request: \$ 223,669.85

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	ORIG DEPT.	Thompson, Cybele	04/11/2016
Public Utilities	CFO		
Financial Management	DEPUTY CHIEF	Villa, Ron	04/19/2016
Comptroller	COO		
Liaison Office	CITY ATTORNEY	Verdugo, Marco	
	COUNCIL PRESIDENTS OFFICE		

PREPARATION OF: RESOLUTIONS ORDINANCE(S) AGREEMENT(S) DEED(S)

1. Authorize the City's Real Estate Assets Department to execute all documents on behalf of the City's Public Utilities Department for all property acquisitions required under the Agreement between the San Diego County Water Authority and the City of San Diego dated May 26, 1998.

2. Authorize the Chief Financial Officer to expend an amount not to exceed \$223,669.85 from Water Utility Operating Fund 700011, for the purchase of 31.601 acres of land from the SDCWA.

3. Determining that the action is categorically exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15301.

STAFF RECOMMENDATIONS:

Adopt the Resolution.

SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)

COUNCIL DISTRICT(S): N/A (County of San Diego)

COMMUNITY AREA(S): N/A (San Vicente Reservoir & Dam)

ENVIRONMENTAL IMPACT: The action is categorically exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15301.

CITY CLERK INSTRUCTIONS: DO NOT RECORD. Return documents to Real Estate Assets Department, Attention: Barry Slotten, M.S. 51A, for further handling.

**COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO**

DATE: 4/11/2016

ORIGINATING DEPARTMENT: Real Estate Assets

SUBJECT: Authorization to purchase land back from the San Diego County Water Authority and grant easement rights to the San Diego County Water Authority upon completion of the San Vicente Emergency Storage Project.

COUNCIL DISTRICT(S): N/A (County of San Diego)

CONTACT/PHONE NUMBER: Barry Slotten/619-236-6724, MS 51A

DESCRIPTIVE SUMMARY OF ITEM:

Approval of this action will authorize the City of San Diego ("City") to buy back land originally sold to the San Diego County Water Authority ("SDCWA") which was necessary for SDCWA's expansion of the San Vicente Reservoir. As per a May 26, 1998 agreement between the City and SDCWA, the City is required to purchase back those lands that are no longer necessary for the operation and maintenance of SDCWA facilities upon completion of the expansion project.

STAFF RECOMMENDATION:

Adopt the Resolution.

EXECUTIVE SUMMARY OF ITEM BACKGROUND: On May 26, 1998 the City entered into an agreement with the SDCWA for their Emergency Storage Project, which includes a system of reservoirs, interconnected pipelines and pumping stations designed to make water available to the San Diego region if imported water deliveries are interrupted. The project involved major infrastructure improvements to the San Vicente Reservoir and Dam.

The height of the San Vicente Dam was raised 117 feet to store additional water for regional use during times of water scarcity. It is the tallest dam raise in the United States and the tallest dam raise of its type in the world. The expanded reservoir can now hold an additional 152,000 acre-feet of water, more than doubling its capacity. The dam raise created the greatest single increase of water storage capacity in San Diego County history.

The new water storage capacity will serve two purposes. About two-thirds of it will be for capturing surplus water during wet seasons for use in dry years. One-third of the new reservoir capacity will store water for use in a regional water supply emergency, such as an earthquake that cuts off imported water supplies.

San Vicente Dam has been owned and operated by the City since its construction in 1943. At the dam's original height of 220 feet, the reservoir could store 90,000 acre-feet of water for City customers. The City retains ownership and use of its original storage capacity, while the SDCWA manages the new storage capacity for use by the region. The two agencies share the cost of operating and maintaining the expanded dam and reservoir.

As a result of the Project, the Marina also had to be rebuilt. Marina visitors will now enjoy a number of enhancements, including an improved access road, an expanded boat ramp and parking lot, and new shade trees and picnic areas.

According to the Agreement, the City is now required to purchase back those lands that are no longer necessary for the operation and maintenance of SDCWA facilities, amounting to approximately 31.601 acres, at the original appraisal-established price of \$7,078 per acre. The City initially sold approximately 52.132 acres of land to the SDCWA for the Project.

CITY STRATEGIC PLAN GOAL(S)/OBJECTIVE(S):

Goal #2: Work in partnership with all of our communities to achieve safe and livable neighborhoods.

Objective #3: Invest in infrastructure.

Objective #4: Foster services that improve quality of life.

Goal #3: Create and sustain a resilient and economically prosperous City

Objective #2: Increase water independence.

Objective #4: Prepare and respond to climate change.

FISCAL CONSIDERATIONS: The purchase price to be paid for acquiring the land will not exceed \$223,669.85. The funds are available within the existing budget, funding source Water Utility Operating Fund 700011. Allocated funding shall be used for the purpose of land acquisition.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE): N/A

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee): Council Ordinance No. O-18521 adopted on May 26, 1998 authorized the City to enter into an Agreement with SDCWA for the Project.

Council Resolution No. R-295747 adopted on November 19, 2001 authorized the May 26, 1998 Agreement between the City and SDCWA for the Project.

Council Resolution No. R-308563 adopted on November 21, 2013 authorized the City to execute easement deeds and utility easements necessary for the Project.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: The SDCWA participated in over 20 meetings and presentations with the Lakeside Community Planning Group between 2005 and 2010 with continual updates on the Project.

KEY STAKEHOLDERS AND PROJECTED IMPACTS: Key stakeholders are the residents of San Diego County who will benefit by the availability of water to the San Diego region even if access to imported water supplies is interrupted.

Thompson, Cybele

Originating Department

Villa, Ron

Deputy Chief/Chief Operating Officer

DUPLICATE

This copy must be
returned to City
Clerk, San Diego

**AGREEMENT
BETWEEN
THE SAN DIEGO COUNTY WATER AUTHORITY
AND
THE CITY OF SAN DIEGO
FOR
THE EMERGENCY STORAGE PROJECT
(EXPANSION OF SAN VICENTE RESERVOIR)**

4/3/98

DOCUMENT NO. 00-18521-1

FILED MAY 26 1998
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

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MAY 26 1998

THIS AGREEMENT, entered into this _____ day of _____, 1998, by and between the SAN DIEGO COUNTY WATER AUTHORITY (the "Authority"), acting by and through its General Manager, and THE CITY OF SAN DIEGO, (the "City"), acting by and through its City Manager.

WITNESSETH, THAT:

WHEREAS, the economy, employment, and quality of life of the San Diego Region are founded on the reliable supply of imported water; and

WHEREAS, a catastrophic or prolonged interruption of that imported water would cause unacceptable impacts to the public health, safety, and economy of the entire San Diego region (the "Region"); and

WHEREAS, the Authority is the lead agency for a project which will provide reservoir storage and transmission facilities to meet the emergency water needs of the Region; and

WHEREAS, the City owns and operates nine dams and reservoirs, including the San Vicente Dam and Reservoir ("San Vicente Reservoir" or "San Vicente Dam and Reservoir"), that provide operational and local yield benefits to the City; and

WHEREAS, the San Vicente Reservoir is the central storage and operational dam and reservoir of the City water storage system, and is a valuable asset to the City; and

WHEREAS, the City and the Authority have identified similar projects to provide emergency water storage for the City and the Region; and

WHEREAS, the City and the Authority recognize the advantage to the citizens of the City and the Region in the joint construction and utilization of emergency water storage projects; and

WHEREAS, the City and the Authority have agreed to cooperate to jointly solve the City's and Region's emergency water supply needs; and

WHEREAS, the City Council of the City and the Board of Directors of the Authority have adopted Principles of Understanding Between the City of San Diego (City) and the San Diego County Water Authority for the Emergency Storage Project (Project)(Expansion of San Vicente Reservoir) dated as of September 13, 1995 and the Principles of Understanding Between the City of San Diego (City) and The San Diego County Water Authority For the Emergency Storage Project (Joint Use of Lake Hodges Dam and Reservoir) dated as of September 13, 1995 (collectively, the "Principles of Understanding"), copies of which are on file in the office of the San Diego City Clerk as Document No. RR-286424, dated October 9, 1995, which recite the understanding of the parties to provide for the expansion and joint use of the San Vicente Dam and Reservoir and the construction of certain facilities at and joint use of Lake Hodges Dam and Reservoir as the basis of said cooperation; and

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WHEREAS, the Principles contemplate that the parties thereto would subsequently enter into an agreement or agreements to make the understandings contained in the Principles binding upon the parties; and

WHEREAS, the City and the Authority desire to enter into this Agreement to provide for the expansion and joint use of the San Vicente Dam and Reservoir and to make the understandings contained in the Principles as they apply to the San Vicente Dam and Reservoir binding upon the City and the Authority.

NOW THEREFORE, in recognition of the mutual covenants and conditions and other valuable consideration contained herein, the City and the Authority adopt the following agreement.

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this Agreement:

Architect and Engineer Selections Committee shall mean a committee of engineers formed and jointly appointed by the Authority and the City and whose purpose is to review and evaluate the competing proposals to provide such architectural and engineering services and recommend to the Authority's Board of Directors a specific firm or firms of architects and engineers to which the contract or contracts for such services should be awarded in accordance with applicable requirements of state law, the Authority's Administrative Code and applicable General Manager's Policy Letters.

Authority shall have the meaning assigned thereto in the Recitals hereof.

Authority Component(s) shall mean the following components of the San Vicente Project:

- (a) the pumping plant or pumping plants and associated pipeline connections and control features to be built in the vicinity of the San Vicente Reservoir; and
- (b) the large diameter pipeline(s) connecting San Vicente Reservoir beginning at the emergency drain structure and extending to the pump plant and then to the Authority's La Mesa-Sweetwater Extension Pipeline right-of-way and Second Aqueduct right-of-way.

Authority Environmental Impact Report shall mean that Final Environmental Impact Report prepared for the Authority and certified by the Authority's Board of Directors and identified by State Clearinghouse No. 93011028.

Authority Water shall mean water stored in San Vicente Reservoir which is owned by the Authority. Such water may be imported from MWD or otherwise purchased or provided by the Authority at the expense of the Authority and placed in the San Vicente Reservoir by way of the Authority's existing aqueduct system, the San Vicente Project, paper transfer, future projects funded by the Authority, or otherwise determined to be Authority water by mutual agreement of the City and Authority.

Authority Water Storage Rights shall mean the Authority owned water storage rights as determined pursuant to Section 6.2b. of this Agreement.

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Authority's Applied Water Rate shall mean the difference in the price, exclusive of any seasonal, agricultural or other discounts, as established from time to time by the Authority's Board of Directors and charged by the Authority to its member agencies for normal delivery of unfiltered water imported from MWD and the price, which varies from time to time paid by the Authority to MWD for such normal delivery of unfiltered water.

Board of Senior Consultants shall mean a committee of five (5) to ten (10) nationally recognized experts in the field of dam and reservoir design and construction appointed and retained by the Authority or the California Division of Safety of Dams to review the work of the Authority's design and construction activities related to the raising of the San Vicente Dam.

Boulder Valley Pumped Storage Project shall mean the project contemplated by the City and Social Energy Limited Partnership or Consolidated Hydro Power, a Delaware corporation, or a subsidiary or successor of either such entity, as described by Federal Energy Regulatory Commission ("FERC") Permit No. 11373 dated May 13, 1993.

Carry-over Pool shall mean that water physically present in the San Vicente Reservoir which is typically withdrawn during years of below normal availability of imported water and replenished during periods of above normal availability of imported water.

Carry-over Capacity shall mean the portion of the total storage volume of the San Vicente Reservoir which is specifically designated to contain the Carry-over Pool.

City shall have the meaning assigned thereto in the Recitals hereof.

City Components shall mean the following components of the San Vicente Project:

- (a) the raised San Vicente Dam and the associated reservoir lands;
- (b) the new or improved outlet works and associated pipeline through the San Vicente Dam and the emergency San Vicente Reservoir drain structure; and
- (c) the expanded or enhanced recreation facilities located at the San Vicente Reservoir which are identified in Section 17 and Appendix E of the Authority's Environmental Impact Report and generally described as:
 - (1) new signage on State Route 67;
 - (2) realignment of the existing access road;
 - (3) replacement of the inundated beach area;
 - (4) construction of a five (5) acre landscaped picnic area;

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- (5) construction of a six (6) lane boat launching ramp;
- (6) construction of paved parking with two hundred (200) spaces for cars with trailers and one hundred twelve (112) spaces for cars alone;
- (7) construction of a wheel chair accessible fishing pier;
- (8) construction of a sixty-four (64) slip boat dock and courtesy dock; and
- (9) construction of new comfort stations, store and office buildings.

City Water shall mean water stored in the San Vicente Reservoir which is owned by the City, including, all existing and future Local Water yield produced by the San Vicente watershed or imported into the San Vicente Reservoir, but produced by the watersheds of Sutherland Reservoir, El Capitan Reservoir through existing connections from those reservoirs, and any other water otherwise procured and imported to San Vicente Reservoir at City expense.

City Water Storage Rights shall mean the City owned water storage rights determined pursuant to Section 6.2 (a) of this Agreement.

Contracting Officer shall mean the General Manager of the Authority, or her/his designee.

Dead Storage shall mean that water in and that portion of the total storage capacity of the San Vicente Reservoir which is located lower in elevation than the lowest inlet of the outlet works or which cannot otherwise be accessed and utilized for water supply purposes.

Emergency Storage Project shall mean the Authority's Emergency Storage Project including, but not limited to, the San Vicente Project, the Lake Hodges Project and the Olivenhain Project, as described in the Authority's Environmental Impact Report and in the Environmental Impact Statement of the US Army Corps of Engineers file No. 95-20092-DZ, and in Technical Memorandum 17, Phase II Report, prepared for the Authority by GEI Consultants, Inc.

Enhanced Yield shall mean any Local Water which is moved out of San Vicente Reservoir by way of an Authority Component of the San Vicente Project and which otherwise would not have been used prior to construction of the San Vicente Project and would have spilled or evaporated.

Existing Storage Agreement shall mean that agreement currently being utilized by and between the Authority and the City for the storage of Authority water in City reservoirs, a copy of which is attached as Appendix E hereto, and by this reference incorporated herein.

Fiscal Year shall mean the fiscal year of the Authority, unless otherwise specifically indicated. Currently, the Authority fiscal year begins on July 1 and ends on June 30.

Flood Control Capacity shall mean that portion of the total storage capacity which the parties agree to operate to be in compliance with reservoir operating parameters cited in Federal Emergency Management

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Agency (FEMA) flood plain studies carried out by the U.S Army Corps of Engineers and the California Department of Water Resources. As of the effective date of this Agreement, the current interpretation of these operating parameters is that there shall be thirty-five thousand (35,000) acre feet of Impound Capacity in the San Vicente Reservoir on the first of October of each year provided that if significant local runoff is anticipated then a cumulative average gross withdrawal rate of six thousand (6,000) acre feet per month is achieved during the next six (6) months which can be achieved through the combined draws on San Vicente and El Capitan Reservoirs. More than thirty-five thousand (35,000) acre feet may be left available on October 1st of each year in order to reduce the withdrawal rate. This current interpretation is subject to change based upon future studies or research.

Functional Component of the Project shall mean a completed component of the Project as determined by the Contracting Officer to be suitable for operation and maintenance in advance of completion of construction of the entire Project.

Impound Capacity shall mean that storage capacity in the San Vicente Reservoir from which water is withdrawn for the express purpose of capturing runoff from the San Vicente watershed, and which is utilized to achieve both Local Water supply and flood control objectives.

Lake Hodges Project shall mean the following components of the Emergency Storage Project:

(a) construction of a pipeline which connects the existing Lake Hodges Reservoir to the pipeline from the Olivenhain Reservoir to the Authority's Second Aqueduct and of a new intake structure in Lake Hodges reservoir for such pipeline;

(b) construction of a pumping plant near the existing Lake Hodges Reservoir;

(c) construction of appurtenances and improvements appurtenant to the foregoing components;
and

(d) implementation of environmental mitigation associated with and required for the above components of the Emergency Storage Project.

Local Emergency Pool shall mean that water in the San Vicente Reservoir which is expressly controlled by the City for use during local emergencies as defined by City policies.

Local Water shall mean water which has been produced or which has originated from sources located in San Diego County, including, but not limited to, water produced by runoff from watersheds, pumped or drained out of groundwater basins and reclaimed or repurified from waste water or sewage.

Mitigation Credit shall mean credit granted to the Authority and the City by the United States Fish and Wildlife Service which counts as one acre of upland habitat otherwise required to be purchased by the Authority as part of such service's biological opinion issued for the Emergency Storage Project dated April 9, 1997.

MWD shall mean the Metropolitan Water District of Southern California.

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Olivenhain Principles shall mean those certain "Principles of Understanding Between Olivenhain Municipal Water District (District) and the San Diego County Water Authority (Authority) for the Emergency Storage Project (Joint Use of Olivenhain Reservoir Site) June 26, 1995" by and between the Authority and the Olivenhain Municipal Water District.

Olivenhain Water Storage Project shall mean that proposed dam and reservoir, pump station and pipeline project as defined in the Olivenhain Principles.

Operations and Maintenance Costs and/or **O&M Costs** shall mean all costs of operation, maintenance, and administration of the San Vicente Reservoir which, following completion of the San Vicente Project, occur continually or reoccur at a frequency equal to or more often than once every ten [10] years. Operations and Maintenance Costs include, but are not necessarily limited to:

- (a) personnel costs of employees for that portion of their time that is directly and entirely devoted to the ongoing operation, maintenance and administration of the San Vicente Reservoir (Appendix B provides a baseline estimate in 1997 dollars of annually recurring operation and maintenance costs for San Vicente Dam and Reservoir);
- (b) water losses resulting from evaporation, seepage and leakage;
- (c) the procurement of water other than local water to meet reservoir operations requirements other than the maintenance of the regional emergency pool or to replace water lost during maintenance construction activities [this specifically does not include (i) water required to replenish drawdowns necessitated by the construction of the San Vicente Project, or (ii) water required to establish the Regional Emergency Pool];
- (d) the cost of repainting, resurfacing, patching, dredging, periodic surveys and inspections of the San Vicente Dam and Reservoir conditions including water quality surveys of the watershed;
- (e) the costs of engineering studies and fees necessary to maintain the State of California licenses or permits for the San Vicente Dam and Reservoir;
- (f) the cost of servicing machinery, equipment and vehicles belonging to and operated by the City Water Department for that portion of the time that it is utilized directly or principally in the operation, maintenance, and administration of the San Vicente Dam and Reservoir (Appendix B provides a baseline estimate in 1997 dollars of annually recurring operation and maintenance costs for San Vicente Dam and Reservoir);
- (g) the cost of utility services such as power, heating, water, sewage, and garbage disposal which are directly related to the operation and maintenance of San Vicente Dam and Reservoir;
- (h) any other costs and expenses reasonably incurred and mutually agreed by the parties for the operation and maintenance of the San Vicente Dam and Reservoir; and

(i) such other operations and maintenance activities related to the San Vicente Dam and Reservoir as the parties may mutually agree and incorporate into the operations and maintenance budget for the Fiscal Year in which such other operations and maintenance activities are performed.

Operations and Maintenance Costs shall not include costs related to: (i) the construction of the San Vicente Project; or (ii) the construction, operation or maintenance of the expanded or enhanced recreation facilities, including the access road described in (c) of the definition of City Components; or (iii) the environmental mitigation required for the San Vicente Project.

Principles shall have the meaning assigned thereto in the Recitals hereof.

Project Review and Coordination Panel or **Panel** shall mean a committee of representatives from the City, the Authority and outside interests mutually agreeable to both the City and the Authority. The Panel shall be responsible for resolving disputes between the City and the Authority staffs regarding the design and construction of City Components of the Project and the operation, maintenance, water accounting, cost accounting, and benefit accounting for or related to the San Vicente Reservoir to protect the interests of the City and Authority as specified in this Agreement.

Regional Emergency Pool shall mean that water physically present in the San Vicente Reservoir which is expressly controlled by the Authority and which shall be reserved for use by the Authority in the event of a catastrophic interruption of imported water supplies, or any other emergency situation in which the Authority has insufficient water available to supply at least seventy-five percent (75%) of the total demand of its service area or any portion thereof.

Relocations shall mean alterations, modifications, lowering or raising in place, and/or new construction related to, but not limited to, existing railroads, highways, bridges, railroad bridges and approaches thereto, buildings, pipelines, public utilities (such as municipal water and sanitary sewer lines, telephone lines, and storm drains), aerial utilities, cemeteries, and other facilities, structures, and improvements determined by the Authority to be necessary for the construction, operation, and maintenance of the San Vicente Project.

Representatives shall mean those respective individuals appointed by the Authority and the City pursuant to Section 2.5 herein to assist in the coordination of the design and construction of the San Vicente Project and to undertake joint formal inspections of the construction of the San Vicente Project.

Reservoir Regulating Plan shall mean that plan for the operation of the San Vicente Reservoir prepared pursuant to Section 9.2 herein and which will upon its approval be incorporated in this Agreement as Appendix G hereto, and by this reference incorporated herein.

San Vicente Project shall mean the following components of the Emergency Storage Project:

- (a) the raising of the existing San Vicente Dam by at least fifty-four feet (54');
- (b) construction of a large diameter pipeline(s) connecting the San Vicente Reservoir to the Authority's La Mesa-Sweetwater Extension Aqueduct and the Authority's Second Aqueduct; (the pipeline to the Second Aqueduct having a diameter of at least seventy-eight inches (78"));

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- (c) construction of a pumping plant(s) in the vicinity of San Vicente Reservoir;
- (d) construction of facilities, equipment, and improvements appurtenant to the foregoing components;
- (e) relocation and enhancement of the existing recreation facilities at San Vicente Reservoir; and
- (f) implementation of environmental mitigation associated with and required for items (a) through (e) above.

Seasonal Capacity shall mean that portion of the total storage volume of the San Vicente Reservoir which is specifically designated to contain the Seasonal Pool.

Seasonal Pool shall mean that portion of the total amount of water in storage in the San Vicente Reservoir which is typically withdrawn during the months of May through September and replenished during the months of October through April.

Technical Maintenance Memorandum shall mean that memorandum for the maintenance, repair, replacement, and rehabilitation of the San Vicente Dam following completion of the San Vicente Project prepared pursuant to Section 9.5 and which, upon its approval, will be incorporated as Appendix H hereto, and by this reference incorporated herein.

ARTICLE II - ENGINEERING AND DESIGN OF THE PROJECT

Section 2.1 Final Determination of Project Component Size and Cost

The Authority, subject to the City's right to review engineering and design pursuant to Section 2.4, shall make the final determination of the size and cost of the components of the San Vicente Project.

Section 2.2 Engineering and Design Responsibility

The Authority shall be responsible for undertaking the engineering and design of the San Vicente Project pursuant to the provisions of this Agreement.

Section 2.3 Selection of Engineering and Design Consultants; Award of Engineering and Design Contracts

2.3.1 The Authority shall solicit proposals for and negotiate and award all contracts to retain the services of those engineering and design consultants deemed necessary by the Authority for the engineering and design of the San Vicente Project or any component thereof. Except as specified herein, the Authority shall solicit proposals for the engineering and design of the San Vicente Project, or any component thereof, applying those procedures for the solicitation, review and selection of such engineering and design consultants customarily followed or applied in similar capital improvement projects undertaken by the Authority, subject to all applicable Authority, state and federal laws, regulations and policies.

2.3.2 The City Representative shall have the right to appoint two (2) members to the Architect and Engineer Selections Committee and to have such members participate with this committee in the review and evaluation of all proposals for engineering and design of the City Components prior to the final selection of any such engineering or design consultant. The Authority shall consult with the City and consider the comments of the City, including the City representatives to the Architect and Engineer Selection Committee, regarding the selection of such engineering or design consultants but the final selection of any engineering or design consultant shall be exclusively within the control of the Authority. The committee shall follow the procurement procedures of the Authority in recommending the selection of engineering and design consultants to the Board of Directors of the Authority.

Section 2.4 Review of San Vicente Project Engineering and Design

2.4.1 Except as provided herein, the Authority shall be responsible for and shall undertake the review and approval of the engineering and design of the San Vicente Project or any components thereof. The review and approval of the San Vicente Project engineering and design shall be undertaken utilizing those procedures customarily followed by the Authority in the review and approval of similar capital improvement projects subject to all applicable Authority, state and federal laws, regulations and policies.

2.4.2 To assist in the review and approval of the engineering and design for the City Components described in (a) and (b) of the definition thereof, the Authority shall appoint and retain the services of a Board of Senior Consultants. The Board of Senior Consultants shall provide consultation with the Authority, the City, and the engineering and design consultants regarding the engineering and design of the aforementioned City Components and shall review such engineering and design for and on behalf of the Authority. No invitation for bid for the raising of the San Vicente Dam shall be issued until approval for such is given by the California Division of Safety of Dams.

2.4.3 The City shall have the right to participate in the review of, and to comment, on the engineering and design of the City Components. The time allowed for such City review and comment shall be no less than the time allowed for the Authority staff internal review and comment. At any time prior to the date to be established by the Authority for completion of the review of the intermediate and final design reviews of any City Component, the City may notify the Authority in writing that the engineering and design of such City Component will, upon the completion of the construction thereof, materially interfere with the efficient operation and maintenance of the San Vicente Dam and Reservoir.

(a) Such notice must also specify the manner in which such City Component, if constructed as then designed and engineered, will materially interfere with such operation and maintenance and, if known to the City, what modifications or corrections to such design and engineering would eliminate or mitigate such interference so as to cause it to become immaterial.

(b) The City shall not unreasonably make a determination of material interference.

(c) Upon receipt of any such notice, the Authority shall either:

(1) cause the City Component to be redesigned so that such component will not materially interfere with the efficient operation and maintenance of the San Vicente Dam and Reservoir; or

(2) if the Authority does not concur in the City's determination submit the matter for dispute resolution pursuant to Section 2.6.

2.4.4 If any City Component is redesigned pursuant to this Section 2.4, the City shall have the right to review the redesign of such City Component to determine whether such component as redesigned will materially interfere with the efficient operation and maintenance of the San Vicente Dam and Reservoir.

(a) The City must notify the Authority in writing within thirty (30) calendar days of receipt of the plans for the redesigned component if the City has determined that such redesigned component will materially interfere with such operation and maintenance of the San Vicente Dam and Reservoir.

(b) The City shall not unreasonably make a determination of material interference.

(c) Any notice given pursuant to 2.4.4(a) above shall contain the information specified in 2.4.3(a) above.

2.4.5 If the Authority has not received a notice from the City given pursuant to subsection 2.4.3 or 2.4.4 by the respective time limits set forth in each such subsection, the Authority may assume that the design of the City Components will not materially interfere with the efficient operation and maintenance of the San Vicente Dam and Reservoir and may rely upon such assumption in finalizing or causing the finalization of the design and engineering of the City Components. Such assumption shall relieve the Authority from any liability to the City if such design of any such City Components does in fact materially interfere with the efficient operation and maintenance of the San Vicente Dam and Reservoir. However, such assumption shall not relieve the Authority of other liability, if any, including the Authority's obligations under section 12.1, for the design and construction of such City Components nor does such assumption, standing alone, create any responsibility or liability on the part of the City for the design and construction of any City Component.

2.4.6 To facilitate the City's review of the engineering and design of the City Components, City staff, as designated by the City Representative, shall be afforded:

(a) the same frequency and time periods for the intermediate design reviews as are provided for the Authority staff; and

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(b) the opportunity to meaningfully participate in:

(1) all formal design review meetings conducted by the Authority;

(2) all meetings of the Board of Senior Consultants called for the purpose of reviewing the City Components' engineering or design or both; and

(3) all meetings of the Authority and/or its engineering or design consultants with the California Division of Safety of Dams pertaining to the engineering or design of the City Components or both. Additionally, City staff shall be provided copies of all correspondence between the Authority or its engineering or design consultant(s) and the California Division of Safety of Dams pertaining to the City Components.

Section 2.5 Authority and City Coordination for Design and Construction of the San Vicente Project

2.5.1 To provide for consistent and effective communications between the Authority and the City during the design and construction of the San Vicente Project, the City and the Authority shall each appoint one (1) Representative to coordinate on various matters related to the design and construction of the San Vicente Project including scheduling, preparation of plans and specifications, modifications to the San Vicente Project and/or site access.

2.5.2 The Representatives shall meet as necessary during the period of design and construction activities and shall jointly make recommendations as they deem warranted to the Contracting Officer, the engineering and design consultant(s), the California Division of Safety of Dams and the Board of Senior Consultants. The Representatives shall either personally perform the coordination tasks identified in Sections 2.4, 2.5, 3.1, 3.3, 3.4, or will officially designate members of their respective organizations to perform these tasks. Designations made by the Representatives shall be by letter to the designee(s) and to the other party's Representative.

2.5.3 In addition to the foregoing, the Representatives shall personally undertake joint inspections of the in-progress construction of the San Vicente Project as provided in Section 3.4.

Section 2.6 Disputes Regarding Engineering or Design

If there are any disputes between the Authority and the City staffs regarding the engineering or design of the City Components, the dispute resolution procedures contained in Appendix F, attached hereto, and by this reference incorporated herein, shall be used to resolve such dispute(s). The Panel shall have no authority over the requirements of the California Division of Safety of Dams, or the award, administration and interpretation by the Authority of the engineering or design contracts, or the resolution of disputes between the Authority and its consultants and contractors involved in the engineering or design of the San Vicente Project including the City Components. The authority, action or decision of the Panel in the resolution of any dispute submitted to the Panel pursuant to this Section, or the Panel's inability to reach a decision regarding any such dispute, shall be subject to review and resolution pursuant to the procedures set forth in paragraph (8) of Exhibit F which may culminate with the filing of an action in the superior court to review any applicable arbitration decision.

ARTICLE III - CONSTRUCTION OF THE SAN VICENTE PROJECT

Section 3.1 Preparation of Bid and Contract Documents

3.1.1 The Authority shall prepare or cause to be prepared all bid and contract documents necessary to enable the Authority to issue invitations and advertise for bids for the construction of the San Vicente Project and to subsequently award a contract or contracts for such construction.

3.1.2 The Authority shall provide copies of all bid and contract documents to the City for its review and comment. The City shall have the opportunity to review and comment on all bid documents and contracts pertaining to the City Components prior to the issuance by the Authority of invitations for bid.

3.1.3 The Authority may establish reasonable time limits within which the City must review and comment upon such bid and construction documents. The Authority shall notify the City in writing of such time limits at the time of delivery of such documents to the City for the City's review and comment. These time limits shall be the same time limits afforded Authority staff for such review and comment.

3.1.4 The Authority may assume that the City has no comments regarding specific bid and contract documents if the Authority has received no written comments from the City on or before the final date for the receipt of comments specified in the Authority's notice establishing the time limit for the receipt of comments. The Authority will consider the comments of the City which were timely received and which are related to the bid documents and contracts for the City Components prior to finalization of such documents and the Authority shall not unreasonably refuse to incorporate changes requested by the City. The final approval, however, of such documents shall be exclusively within the control of the Authority. The City's review and comment shall in no way relieve the Authority of its obligation pursuant to section 12.1 herein.

Section 3.2 Invitation for Bids and Award of Contract(s)

3.2.1 The Authority shall, upon the approval of the plans and specifications and related bid and contract documents for the San Vicente Project or any component thereof, proceed to advertise for bids and award a contract or contracts for the construction of the San Vicente Project or any component thereof utilizing those procedures customarily followed by the Authority in advertising for bids and awarding contracts for the construction of capital improvement projects subject to all applicable Authority, state and federal laws, regulations and policies. The City shall receive notice of and have the option to attend and participate in any pre-bid meeting which the Authority may conduct with potential bidders.

3.2.2 Upon the award of the contract or contracts for the construction of the San Vicente Project or any component thereof, the Authority shall cause the contractor or contractors to construct the San Vicente Project or such component thereof in accordance with the approved plans and specifications and the contract documents. The Authority shall send a copy of the notice to proceed for any construction contract(s) for the San

Vicente Project or any component thereof to the City at the same time that such notice is sent to the contractor awarded such construction contract(s).

Section 3.3 Change Orders

3.3.1 The City will be afforded the opportunity to timely review and comment on all change orders pertaining to any City Component prior to the issuance to the contractor or contractors of a notice to proceed to undertake the change in work. The City shall have the same time period allotted Authority staff for review of and comment on change orders. The City and the Authority agree that the time limits set forth in this Section 3.3 shall be reasonable time limits for the review of and comment on change orders:

(a) ten (10) calendar days to review and comment on all such change orders causing a net increase of five hundred thousand dollars (\$500,000) or less; and

(b) thirty (30) calendar days to review and comment on all such changes orders causing a net increase of over five hundred thousand dollars (\$500,000).

3.3.2 The Authority shall consider the comments of the City pertaining to any such proposed change order and shall not unreasonably refuse to incorporate modifications to such proposed change order requested by the City. Final approval of any such change order shall be exclusively within the control of the Authority.

3.3.3 The Authority's Contracting officer may issue a notice to proceed without City review of a change order when a delay may cause a threat to safety or cause, in the Authority's opinion, an unacceptable increase in the price of the change. The Authority will notify the City representative within twenty-four (24) hours of such a notice to proceed and will, within three (3) days provide a written notification to the City Representative of the issuance on such notice to proceed and the Authority's rationale for urgency.

Section 3.4 City Review and Inspection of Construction

3.4.1 For the construction of any City Component, the City Representative shall have the right to appoint two (2) members to the Architect and Engineer Selection Committee related to the construction management of the San Vicente Project. Such members shall be entitled to participate in all activities of the Architect and Engineer Selection Committee related to the construction management of any City Component.

3.4.2 The City Representative may designate a full time City staff member, who may or may not be the City's member to the Architect and Engineer Qualification's Committee, to be located with the Authority's construction management office during the construction of the San Vicente Project. The office space provided such City staff member shall be equivalent in size and quality to that space which the Authority provides to a member of its own staff of equivalent authority and responsibility.

3.4.3 During the construction of any City Component, City staff, as designated by the City Representative, shall be afforded the opportunity to:

(a) participate in all formal construction review meetings pertaining to any City Components conducted by the Authority;

(b) participate in all meetings, site visits and inspections pertaining to any City Component conducted by the California Division of Safety of Dams;

(c) be provided with copies of all correspondence among the Authority, its engineering and design consultant(s), the Authority's construction contractor(s) and the California Division of Safety of Dams pertaining to any City Component;

(d) participate in any meetings of the Board of Senior Consultants reviewing the construction or changes to construction of any City Component; and

(e) schedule and conduct periodic inspections of construction of any City Component and provide comments to the Authority's project manager regarding and relating to the construction of any City Component.

3.4.4 In addition to the foregoing, the Authority and City Representatives shall jointly conduct periodic formal inspections of the in-progress construction of any City Component. Upon the completion of the construction of any City Component and prior to acceptance of such City Component by the Authority from the construction contractor or contractors, such City and Authority Representatives shall conduct a joint inspection of the completed City Component to determine that such component has been constructed in accordance with the final plans and specifications for such component. The City Representative shall, upon the conclusion of such joint inspection following the completion of the construction of any City Component, provide the Authority with written certification that such City Component has been constructed in accordance with the final plans and specifications for such City Component or shall provide the Authority with a written description of the deviation or deviations of the construction of the City Component from the final plans and specifications for such component. The Authority shall, however, maintain the final authority to accept or refuse to accept work performed by the Authority's contractor or contractors.

3.4.5 The Authority shall consider the comments of the City and its representatives pertaining to the construction of the City Components. Provided, however, the award of contracts for the construction of the San Vicente Project including the City Components, the approval of change orders and the performance of the construction work on the San Vicente Project including the City Components (whether the work is performed under contract or by Authority personnel) shall be exclusively within the control of the Authority; which shall be solely liable and responsible for the performance of its contractors in the construction of the San Vicente Project including the City Components except as the performance of the Authority's contractors may result from the negligence of the City.

Section 3.5 Time for Completion

3.5.1 The Authority shall cause the construction of the San Vicente Project to be diligently pursued without unnecessary interruption and shall cause the San Vicente Project to be completed in the shortest practicable time consistent with sound engineering judgment and good water storage practice.

3.5.2 The City Manager may, however, notify the General Manager in writing at anytime to cease construction if the City determines in the exercise of sound professional judgment that the continuation of construction poses an immediate threat to the health and safety of the City's water supply in the San Vicente Reservoir or an immediate threat to the structural integrity or safety of the San Vicente Dam or appurtenant facilities. Such notice shall describe the specific conditions which pose such an immediate threat and, if known to the City, include such remedial action as may be necessary to eliminate such threat. Upon receipt of any such notice the Project Manager shall immediately take such action as is necessary to eliminate the threat posed by the continuation of construction, or shall cease construction on such portion of the construction as is necessary until such threat is eliminated.

Section 3.6 Notification of Required Site Access or Necessity to Close Recreation Facilities

3.6.1 During the construction of the San Vicente Project, the Authority shall notify the City by October 31st of each year of the required site access and target reservoir surface elevations required in the upcoming calendar year.

3.6.2 The City shall close recreation facilities at the San Vicente Reservoir during periods specified by the Authority for the construction of the San Vicente Project. The Authority shall notify the City at least six (6) months in advance of any requested closing of such recreation facilities.

Section 3.7 Community Communications and Concerns

3.7.1 The Authority shall be responsible, with the assistance of the City, to inform communities neighboring the San Vicente Reservoir of the proposed construction of the San Vicente Project, the proposed construction schedule, and any facet of the construction of the San Vicente Project which may impact such communities. The Authority shall provide regular community updates on the construction activities at such times as the City and the Authority may agree.

3.7.2 The Authority shall reasonably consider the City's concerns with community issues and shall endeavor to address such concerns in the construction of the San Vicente Project.

Section 3.8 Disputes Regarding Construction

If there are any disputes between the Authority and the City staffs regarding the construction of the City Components, the dispute resolution procedures contained in Appendix F, attached hereto and by this reference made a part hereof, shall be used to resolve such dispute(s). The Panel shall have no authority over the requirements of the California Division of Safety of Dams, or the award, administration and interpretation of construction contracts by the Authority or the resolution of disputes between the Authority and its consultants and contractors involved in the construction of the San Vicente Project including the City Components. The authority, action or decision of the Panel in the resolution of any dispute submitted to the Panel pursuant to this Section, or the Panel's inability to reach a decision regarding any such dispute, shall be

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subject to review and resolution pursuant to the procedures set forth in paragraph (8) of Exhibit F which may culminate with the filing of an action in the superior court to review any applicable arbitration decision.

ARTICLE IV - ACQUISITION OF LANDS

Section 4.1 City Grant of Certain Lands

4.1.1 The City shall convey to the Authority, without cost to the Authority, those interests in lands which are owned by the City as of the date of execution of this Agreement and which are in the vicinity of the San Vicente Project or the components thereof and which are necessary for the construction of the City Components with the exception of the raised San Vicente Dam including suitable borrow and excess material disposal areas, contractor staging areas, and stockpile areas, or otherwise determined by the Authority to be necessary for the construction of such City Components. Those lands within the vicinity of the San Vicente Project or the components thereof which the Authority has determined are necessary for the construction of such City Components are identified in Appendix C, attached hereto and by this reference made a part hereof.

4.1.2 The interests conveyed by the City to the Authority which are necessary only for the construction of the City Components with the exception of the raised San Vicente Dam will be temporary in nature and shall be in the form of a right of entry or the equivalent thereof.

4.1.3 The Authority shall, within two (2) years from the date of execution of this Agreement, purchase from the City fee title to any City lands which the Authority determines will be necessary for the construction and subsequent operation and maintenance of the Authority Components and for the construction of the raised San Vicente Dam. Those lands within the vicinity of the San Vicente Project or the components thereof which the Authority has determined will be necessary for the construction and subsequent maintenance and operation of the Authority Components and for the construction of the San Vicente Dam are estimated to include approximately eighty (80) acres and are identified in Appendix C, attached hereto and by this reference made a part hereof. The purchase price for the acquisition of any such City lands shall be determined pursuant to the provisions of Section 4.2. The conveyance to the Authority from the City of the fee title to the land necessary for the pipeline from San Vicente to the Authority's Second Aqueduct pipeline shall provide that the City shall have the right of first refusal to purchase such pipeline and land from the Authority should the Authority decide to abandon such pipeline. Such fee title for the other lands which will be necessary for the operation and maintenance of the Authority Components may, at the request of the City, contain a reversionary interest pursuant to which such interest shall revert to the City if the Authority shall permanently cease to operate, permanently abandon, sell or otherwise convey the Authority Components and upon payment by the City to the Authority of the purchase price paid by the Authority for such lands.

Upon the completion of the construction of the Authority Components and the raised San Vicente Dam, the Authority shall reconvey and the City shall purchase from the Authority those lands, estimated to be approximately forty-five (45) acres, which will not be necessary for the operation and maintenance of the Authority Components. The purchase price to be paid by the City for such lands shall be the same price paid by the Authority to acquire such lands from the City.

4.1.4 The City shall furnish to the Authority evidence satisfactory to the Authority supporting the City's legal authority to grant the interest required in such lands provided in any manner for the San Vicente Project. Except for those lands to be purchased from the City by the Authority pursuant to 4.1.3, the required interest in lands, easements, and rights-of-way may be provided incrementally, but such interest in lands, easements, and rights-of-way determined by the Authority to be necessary for work to be performed under a construction contract must be furnished prior to the Authority's scheduled invitations for bid for the applicable construction contract. The Authority shall give the City eighteen (18) months written notice of the need for the conveyance of any such interests.

4.1.5 Interest in any lands, easements and rights-of-way granted by the City to the Authority shall be free and clear of liens or encumbrances which would, in the Authority's determination, materially interfere with the use of such of such interest in lands, easements or rights-of-way for the purpose for which any such property interest is being obtained by the Authority.

4.1.6 The City will obtain preliminary title reports for all portions of the property interests to be acquired pursuant to 4.1.5 above within one (1) year of the date of this Agreement. In the event that such preliminary title report reveals that as of such date there are no liens or encumbrances on such property interest which would, in the determination of the Authority, materially interfere with the use of such property for the purpose for which it is being obtained by the Authority, the Authority agrees to acquire such property interest with the title thereto "as is" as of such date so long as the City shall agree not to encumber or cause such property to be encumbered with any lien or encumbrance from and after such date. The presence of any lien or encumbrance which adversely affects the Authority's interest in proceeding with the San Vicente Project will be accountable for in the valuation of the property subject to such lien or encumbrance.

Section 4.2 Acquisition of Other City Lands

4.2.1 Except as provided in Section 7.2, should acquisition of City owned lands or an interest in such lands, or City owned Mitigation Credits at locations other than the vicinity of the San Vicente Project or the components thereof be required for other purposes related to the San Vicente Project, such as biological mitigation, the Authority shall pay the City the fair market value for the acquisition of these lands or Mitigation Credits as determined pursuant to this paragraph.

(a) The fair market value shall be determined by an appraisal, to be obtained by the City, which has been prepared by a qualified appraiser who is acceptable to both the City and the Authority, and which is based upon assumptions acceptable to both the City and the Authority.

(b) The appraisal shall be reviewed and approved by the Authority. If such lands or interests therein were acquired by the City within a five-year period preceding the date of this Agreement, or at any time after the date of this Agreement, the acquisition price shall also include the actual documented incidental costs incurred by the City in the acquisition of such land or interests therein, e.g., closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, and mapping costs, as well as the actual amounts expended for payment of any relocation assistance benefits provided in accordance with applicable state or federal law.

4.2.2 In the event that the Authority cannot approve an appraisal prepared pursuant to 4.2.1, the Authority shall select a second appraiser acceptable to the City. The second appraiser so selected by the Authority and the appraiser who conducted the appraisal shall jointly select a third appraiser. The three (3) appraisers shall review the original appraisal and undertake such additional investigation as they shall deem necessary to arrive at a consensus opinion of the value of the subject land. The consensus opinion shall be final and binding upon both the City and the Authority. The Authority and the City shall equally share in the cost of the services of the appraisers in undertaking the review and investigation and determining the consensus value.

Section 4.3 Return of City Lands

If City owned land is provided for temporary construction access or another purpose related to the construction of the San Vicente Project but not requiring the granting to the Authority of a permanent interest in such land, or if land is reconveyed to and purchased by the City pursuant to 4.1.3, then such land shall be returned to the City in a restored state as defined in the Authority's Environmental Impact Report or in its "as is" condition as preferred by the City (unless restoration was required by the Authority Environmental Impact Report as a mitigation measure) as soon as practical after the temporary use has been completed.

Section 4.4 Acquisition of Other Lands.

The Authority shall acquire, at its sole cost and expense, by eminent domain if necessary, all other lands, easements and rights-of-way required for the San Vicente Project.

ARTICLE V - SAN VICENTE PROJECT COSTS

Section 5.1 Payment of All Costs Associated with the Construction of the San Vicente Project.

5.1.1. The Authority shall pay or cause to be paid all costs and expenses of the San Vicente Project. Such costs and expenses shall include, but not be limited to:

- (a) planning, environmental and engineering costs incurred either prior to or after Certification of the Environmental Impact Report by the Authority Board of Directors as performed by Authority staff, consultants or contractors;
- (b) costs of San Vicente Project engineering and design as performed by Authority staff, consultants or contractors;
- (c) San Vicente Project construction costs as performed by Authority staff, consultants or contractors;

- (d) costs of construction management, testing and inspection services, contract supervision and administration during construction as performed by Authority staff, consultants or contractors; the office space and associated utilities and furnishings required in section 3.4; and City O&M Costs and activities which are reimbursed under the provisions of section 8.5 herein;
- (e) costs of contract dispute settlement or awards; excepting those settlements or awards resulting from the City's failure to timely provide interests in real property pursuant to Section 4.1;
- (f) costs for the acquisition lands, easements, rights-of-way, utility and facility alterations or relocation's when acquired or paid for by the Authority with the exception of that land, easements and rights-of-way to be granted by the City pursuant to Section 4.1 herein;
- (g) costs of environmental mitigation related to the construction of the San Vicente Project and the subsequent use of the San Vicente Reservoir to meet emergency water storage requirements with the exception of mitigation lands provided by the City pursuant to Section 4.1 and Article VII herein;
- (h) costs of the replacement and expansion of recreation facilities provided for the San Vicente Project;
- (i) reimbursement to the City for revenue lost from recreation facilities and concessionaires during the construction of the San Vicente Project calculated pursuant to Section 5.2 herein;
- (j) the cost of reestablishing water removed from the existing reservoir to facilitate construction of the San Vicente Project if such water was not beneficially used by the City and such water is not replenished by runoff from the San Vicente watershed which would have otherwise spilled, as measured by the City.
- (k) the cost of acquiring water to establish the initial filling of the emergency storage pool in the San Vicente Reservoir following completion of the San Vicente Project; and
- (l) to the extent not reimbursable by insurance, the costs resulting from claims of injury, damage and losses resulting from the design and construction of the San Vicente Project, including legal and other professional services and court costs, excepting such costs or portion of such costs attributable to the established sole or comparative negligence or willful misconduct of the City, its officers, employees or agents.

5.1.2 The Authority shall not be responsible for costs associated with the reviews, coordination, and inspections by City staff or consultants and contractors at the direction of City staff or for the salary of the City's on site Representative.

Section 5.2 Reimbursement of Lost Recreation Facilities Revenue

5.2.1 The Authority shall reimburse the City for recreation facilities revenues lost during closures of such recreation facilities necessitated by the construction of the San Vicente Project less any savings to the City from reduced expenses for recreation operations at the San Vicente Reservoir. The reimbursement shall be made monthly for each month that the San Vicente Reservoir recreation facilities are closed due to the

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construction of the San Vicente Project. The amount of reimbursement shall be based on the average, over the three (3) years preceding the closure, of the corresponding month's recreation facilities revenues and expenses as determined by City records provided in accordance with this Section 5.2. The City shall maintain and provide records of recreation facilities revenues and expenses commencing with the calendar year following the calendar year in which this agreement is executed in accordance with the format set forth in Appendix D, attached hereto and by this reference incorporated herein.

5.2.2 The City shall include termination provisions in any recreation concession contract that may be entered into after the effective date of the San Vicente Principles for concessionaires located at the San Vicente Reservoir. Such termination provision shall provide that the concession contract may be unilaterally terminated or suspended by the City without penalty in order to permit the construction of the San Vicente Project. The Authority shall have no liability or responsibility for any liability or expenses incurred by the City as a result of the failure of the City to include such termination provisions in any concession contract.

ARTICLE VI - OWNERSHIP OF WATER STORAGE FACILITIES AND WATER STORAGE RIGHTS.

Section 6.1 Ownership Of Water Storage Facilities Upon Completion of the San Vicente Project

6.1.1 Upon the completion of the San Vicente Project, the City shall be the owner of the San Vicente Reservoir which shall include:

- (a) the dam as raised and associated reservoir lands;
- (b) the new or improved outlet works and associated pipeline through the dam;
- (c) the emergency reservoir drain structure; and
- (d) the expanded or enhanced recreation facilities.

6.1.2 The Authority shall own the Authority Components and the water storage rights computed pursuant to Section 6.2.1(b).

Section 6.2 Ownership of Water Storage Rights in the San Vicente Reservoir

6.2.1 Upon the completion of the raising of the San Vicente Dam, the City and the Authority shall own the following respective water storage rights in the San Vicente Reservoir:

- (a) The City shall own water storage rights in the San Vicente Reservoir equal to the water storage capacity provided by the existing dam and reservoir which will be determined by a condition survey conducted

during the design of the San Vicente Project. This capacity is currently estimated to be approximately ninety thousand and two hundred (90,200) acre feet (including Dead Storage). The City's usable water storage capacity (total existing water storage capacity minus Dead Storage) in the San Vicente Reservoir shall not be decreased as a result of the construction of the San Vicente Project. The City's current usable water storage capacity is estimated to be 89, 880 acre feet.

(b) The Authority shall own water storage rights in the San Vicente Reservoir equal to the additional capacity created by the raising of the dam which is at least fifty two thousand and one hundred (52,100) acre feet plus the Authority's share of the existing Dead Storage.

Section 6.3 Preservation of Existing Water Rights

6.3.1 The City shall retain all local yield rights and, following completion of the San Vicente Project, shall be entitled to any enhanced local yield of water from the San Vicente watershed.

6.3.2 The Authority shall have no right or privilege to change the place or character of use of the existing water rights during the term hereof without having obtained the prior written consent of the City and the City shall have no obligation to give such consent, expressed or implied.

ARTICLE VII - SAN VICENTE PROJECT PHASING

Section 7.1 Construction Phasing Schedule

7.1.1 The Authority shall provide its full good faith efforts to achieve the following construction schedule:

(a) Not later than December 31, 1999, the Authority shall award a contract for the construction of the dam and reservoir which are components of the Olivenhain Water Storage Project and described in the Olivenhain Principles.

(b) Not later than December 31, 2001, the Authority shall award a contract for the construction of the pipeline between the San Vicente Reservoir and the Authority's Second Aqueduct.

(c) Not later than December 31, 2005, the Authority shall award a contract for the construction of the Lake Hodges Project.

(d) By December 31, 2007, the Authority shall award a construction contract for the raising of the San Vicente dam; provided, however, the award of such contract may be delayed to a date which is not later than December 31, 2012, if such delay is due to the actions of regulatory agencies outside of the control of the parties hereto or to the mutual agreement of the parties to resize the San Vicente Dam due to mutually recognized changes in water storage requirements.

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7.1.2 In order to assure emergency water is available to the North City service area of the City until completion of the pipeline between the San Vicente Reservoir and the Authority's second aqueduct, the City is hereby granted:

(a) temporary ownership of fifty percent (50%) of the Authority's water storage rights in the completed Olivenhain Water Storage Project as identified in the Authority's agreement with the Olivenhain Municipal Water District. The City's temporary ownership of such water storage rights shall terminate upon the completion of the construction of the pipeline between the San Vicente Reservoir and the Authority's second aqueduct; and

(b) the City shall retain one hundred percent (100%) of the water storage rights in and remain solely responsible for the operation and maintenance of the Lake Hodges Dam and Reservoir until the completion of the raising of the San Vicente Dam. Upon completion of the raising of the San Vicente Dam, 20,000 acre feet of water storage rights in the Lake Hodges Reservoir shall be transferred to the Authority and the Authority shall assume and become responsible for its operations and maintenance obligations for the Lake Hodges Dam and Reservoir as such obligations of the Authority shall be delineated in the agreement entered into or to be entered between the City and the Authority pertaining to the Lake Hodges Project.

7.1.3 In order to assure the availability of emergency water to other areas of Authority's service area, including other sections of the City, the Authority shall be granted:

(a) Amendment of Existing Storage Agreements:

(1) The Existing Storage Agreements between the City and the Authority attached as Appendix E hereto and by this reference incorporated herein shall be amended as follows:

(A) The Authority will continue, until the Authority awards a contract for the raising of the San Vicente Dam the existing agreement with the City for carryover and operational storage of up to 40,000 acre feet at the San Vicente Reservoir and up to 20,000 acre feet at other City reservoirs. The Existing Storage Agreement, with modifications as provided throughout the remainder of this section, may be further extended under future capital improvement projects as prescribed in Section 11.2. The Authority shall compensate the City at the rate of \$2.20 per acre foot per year of such water in storage. Evaporation and losses other than spills will be shared in proportion to the quantity of water in storage for Authority Water stored under this lease of City storage space. In the event of a spill, Authority Water stored under this lease of City storage space shall spill before City water.

(B) The Authority may accomplish a one time paper transfer from the Lower Otay Reservoir to the San Vicente Reservoir of 5,000 acre feet of water; and

(C) The Authority may accomplish additional paper transfers of up to 1,000 acre feet per year from the lower Otay Reservoir to the San Vicente Reservoir until such time as construction of the pipeline between the San Vicente Reservoir and the Authority's Second Aqueduct commences.

(D) The Authority shall make any request for a paper transfer pursuant to (B) and (C) above in writing pursuant to the provisions of Article XXI hereto and only during the period between May 1 and September 1 of each year. Any such transfer request shall be deemed to be complete one (1) week after the receipt of such request by the City.

(E) Authority water transferred under this section must occupy Authority storage space that is either created by the Emergency Storage Project or City storage space leased by the Authority.

(F) The Existing Agreement shall terminate upon a unilateral decision by the Authority to terminate the Emergency Storage Project prior to the raising of the San Vicente Dam unless the termination of the Emergency Storage Project is due to circumstances beyond the control of the Authority such as the denial by the California Division of Safety of Dams of a permit to raise the San Vicente Dam.

(2) Effective upon initiation of construction of the pipeline between the San Vicente Dam and Reservoir to the Authority's Second Aqueduct and until such time as the Authority initiates construction of the raising of the San Vicente Dam, but not to exceed twenty (20) years from the date of completion of such pipeline:

(A) The Authority may make a one-time paper transfer of all remaining Authority water in the Lower Otay Reservoir to the San Vicente Reservoir and such other City reservoirs as mutually agreed by the City and the Authority. However the receiving space occupied by the transferred water must be City water storage space leased by the Authority under the terms of the Existing Agreement;

(B) The Authority may make paper transfers of up to 3,500 acre feet per year from the Lower Otay Reservoir to the San Vicente, El Capitan, Lake Hodges, Lake Sutherland, and/or Miramar Reservoirs as mutually agreed by the City and Authority. The transferred water must not adversely affect the City's operation or result in a condition where the City must use Authority Water instead of Local Water for normal operation. However, the receiving space occupied by the transferred water must be either Authority storage space created by the Emergency Storage Project or City storage space leased by the Authority under the Existing Agreement; provided that the Authority shall make any request for such a paper transfer pursuant in writing pursuant to the provisions of Article XXI hereto and only during the period between May 1 and September 1 of each year; and provided further that any such transfer request shall be deemed to be complete one (1) week after the receipt of such request by the City (unless the City disagrees due to adverse impacts);

(C) The Authority Water located within water storage rights established by the Existing Agreement in storage in the San Vicente Reservoir shall not spill, changing the requirements of 7.1.3 (a) (1) (A);

(D) Authority water stored in other City reservoirs shall spill from any such reservoir in proportion to the amount of Authority water in storage in such reservoir to the total volume of water in such reservoir.

(b) Drawdowns of San Vicente Reservoir. If the separation of the construction of the pipeline between the San Vicente Dam and Reservoir and the Authority's Second Aqueduct from the raising of the San

Vicente Dam should require two separate drawdowns of the San Vicente Reservoir, then the City shall be solely responsible for all cost, mitigation and liabilities resulting from such second drawdown.

ARTICLE VIII - REVENUES AND EXPENSES OF THE SAN VICENTE RESERVOIR

Section 8.1 Sharing of Revenues and Expenses - General

8.1.1 In return for the value of the lands, easements, and rights-of-way provided by the City to be included in the total San Vicente Project, and in return for San Vicente Project costs paid for by the Authority, the City and the Authority shall, in accordance with the provisions of Section 8.2, share in any water resources management revenues generated by the operation of the San Vicente Reservoir following the completion of the San Vicente Project. The City shall retain all other revenues from other uses of the San Vicente Reservoir, including, but not limited to, any revenues derived by the City from:

- (a) any enhanced yield from the San Vicente, Sutherland and El Capitan watersheds;
- (b) recreation concessions or user fees; or
- (c) the proposed Boulder Valley Pumped Storage Project.

8.1.2 The City and Authority shall, in accordance with the provisions of Section 8.2, also share in the Operations and Maintenance Costs of the San Vicente Reservoir incurred following the completion of the San Vicente Project, except for those increased costs associated with the Boulder Valley Pumped Storage Project, those costs associated with the operation and maintenance of the recreation facilities and activities located at the San Vicente Reservoir or other yield related costs.

Section 8.2 Sharing of Revenues and Expenses - Specific Allocation

The revenues and expenses of the San Vicente Reservoir following completion of the San Vicente Project shall be allocated and shared as follows:

(a) Determination of City's Share of Revenues, Seasonal Storage Credits and Operations and Maintenance Costs: The City's share of revenues and Operations and Maintenance Costs for the San Vicente Reservoir equals the quotient obtained by dividing the City's Water Storage Rights by the total water storage capacity of the San Vicente Reservoir following completion of the San Vicente Project. Additional agreements between the City and Authority, such as the agreement set forth in Appendix E, may provide for additional sharing of costs and revenues.

(b) Determination of Authority's Share of Revenues and Operations and Maintenance Costs: The Authority's share of revenues and Operations and Maintenance Costs for the San Vicente Reservoir and

revenue accrued from water resources management functions at San Vicente Reservoir equals the quotient obtained by dividing the Authority's Water Storage Rights by the total water storage capacity of the San Vicente Reservoir following completion of the San Vicente Project. Additional agreements between the City and the Authority, such as the agreement set forth in Appendix E, may provide for additional sharing of costs and revenues.

(c) Costs of Ongoing or Reoccurring San Vicente Project Mitigation: Costs incurred on an ongoing or reoccurring basis to comply with permit conditions or environmental mitigation requirements imposed on the San Vicente Project as the result of the use of the San Vicente Reservoir following completion of the San Vicente Project solely to meet the emergency water storage needs of the Authority contemplated in this Agreement shall be the responsibility of and paid for by the Authority. Any such costs which may be imposed by permitting agencies as a result of the use of the San Vicente Reservoir, to meet the exclusive needs of the City, following completion of the San Vicente Project to meet the water storage needs of the City shall be the responsibility of and paid for by the City.

(d) Costs of Operation and Maintenance of the San Vicente Reservoir resulting from the Boulder Valley Pumped Storage Project: Increased costs of the operation and maintenance of the San Vicente Reservoir resulting from the construction, operation and maintenance of the Boulder Valley Pumped Storage Project shall be borne exclusively by the City.

(e) Costs of Moving Water: Costs associated with moving water from the San Vicente Reservoir to the Authority's Second Aqueduct or La Mesa-Sweetwater Extension Pipeline shall be the responsibility of the entity whose water is being moved. The City shall not be unreasonably denied the rights to use such pipeline(s). If Local Water is moved, the cost to the City shall be the cost of pumping only for a combined total of the first 3,700 acre feet per Fiscal Year of Local Water moved from San Vicente Reservoir and Lake Hodges Reservoir. For Local Water in excess of 3,700 acre feet per Fiscal Year, the rate shall be the cost of pumping plus the Authority's Applied Water Rate in effect at the time such water is moved. The Authority's Applied Water Rate may be further modified under the provisions for future capital improvement projects in section 11.2. If Authority Water is moved to meet City or other member agency demands, then the City or other member agency shall pay no more for this water than for any other Authority water provided to the City or such other member agency by the Authority.

(f) Water Losses from Seepage, Evaporation, Etc.: Water losses from seepage, evaporation, measurement precision and other unaccounted for losses are shared by the Authority and the City in the proportions as determined by Section 8.2 (a) and (b) above. Both the Authority and the City reserve the right to recover their proportional share of seepage losses from San Vicente Reservoir. Bank storage is considered a special case of seepage and losses to and gains from bank storage shall be shared proportionately as provided in paragraph (a) and (b) above. Separate lease agreements, such as that agreement contained in Appendix E, which may be in effect at the time, may provide for additional sharing of losses and benefits.

(g) Water Storage Capacity Losses from Siltation and Dead Storage: Both existing and future losses of water storage capacity caused by siltation and/or Dead Storage shall be shared by the Authority and the City proportionately as provided in paragraph (a) and (b) above except that the City's usable storage shall not, as provided for in Section 6.2(a), be diminished as a result of the construction of the San Vicente Project.

(h) Losses from Flood Control: Flood control responsibilities and releases (if any) from the San Vicente Reservoir following completion of the San Vicente Project shall be shared proportionately as provided in paragraphs (a) and (b) above. Neither the Authority nor the City shall be liable for any losses due to spills from the San Vicente Reservoir, provided that the operating entities have operated the San Vicente Reservoir and pipelines in accordance with the agreed upon Reservoir Regulating Plan. These losses shall be considered as acts of God or Nature. In effect this shall mean that Authority Water, in amounts equal to or less than the capacity added as a result of the construction of the San Vicente Project, does not spill from the San Vicente Reservoir. However, if either the City or the Authority should negligently or willfully deviate without cause from the agreed upon Reservoir Regulating Plan, then that party shall be solely responsible for the water lost in a reservoir spill and the liabilities associated with any downstream impacts associated with the spill. If neither party is negligent, then both parties shall be liable for any losses proportionately as provided paragraphs in (a) and (b) above.

(i) Revenues from Credits, Discounts, Market Factors, Other Water Resources Activities and Other Specified Sources: New revenues, if any, derived from seasonal or carryover storage credits, or any other water resources related activity, shall be shared proportionately as provided in paragraphs (a) and (b) above. Any costs beyond the cost of the San Vicente Project necessary to obtain such new revenues shall also be so shared. New revenues, if any, derived from increased local yield, pumped storage hydroelectric projects, recreation activities or facilities, or other projects on property owned by the City shall remain exclusively with the City and the Authority shall not share in the cost of obtaining these new revenues.

(j) Cost of Transportation of Water in New Pipelines: In the case of new pipelines which are components of the San Vicente Project constructed to convey water to and from the San Vicente Reservoir, imported water shall be delivered to and from the San Vicente Reservoir from the Authority's aqueducts as part of the Authority's standard price for the delivery of water from MWD. In the case of water stored in the San Vicente Reservoir and owned by a member agency of the Authority other than the City and flowing from San Vicente Reservoir through these new pipelines to the Authority's aqueducts or other facilities, the Authority shall charge the Authority's Applied Water Rate in effect at the time.

(k) Recreation Facilities' Revenue and Costs: Recreation facilities at the expanded reservoir shall continue to be managed, operated and maintained by the City. The Authority shall be responsible to fund only the capital cost of new or improved recreation facilities identified in paragraph (c) of the definition of City Components contained in Article I. of this Agreement. The City shall collect and retain revenues generated from recreation activities and facilities. The City shall pay all costs to manage, operate, and maintain the recreation activities and facilities at the San Vicente Reservoir.

Section 8.3 Development of Annual Operations and Maintenance Budget

8.3.1 The City, with input from the Authority, shall annually develop and prepare a proposed operations and maintenance budget for each Fiscal Year during the term of this Agreement commencing with the Fiscal Year in which the expanded San Vicente Dam and Reservoir is projected to be completed and placed into operational service. The proposed operations and maintenance budget for each Fiscal Year shall include, among other necessary budget components, a description of the major preventative and predictive maintenance and repair tasks proposed to be undertaken during such Fiscal Year, the estimated beginning and

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completion dates of such tasks and the estimated costs of such tasks. Such operations and maintenance budget shall be submitted to the governing bodies of each party in sufficient time to permit each party to budget and appropriate their proportional share of the funds required for such budget.

8.3.2 As an integral part of the budget development process for each Fiscal Year, the City shall, not later than the date on which the proposed budget is presented to Authority staff for input, provide documentation to the Authority of the actual operations and maintenance costs incurred to such date during the preceding Fiscal Year.

8.3.3 The City and Authority shall, as an integral part of the preparation of the operations and maintenance budget and consistent with the provisions of Section 9.4 herein, mutually agree upon the requirements which must be satisfied to enable the parties, either collectively or individually, to apply, qualify and/or receive water resources revenues for the Fiscal Year for which such budget is being prepared. The City and the Authority shall mutually cooperate to apply, qualify and/or receive such revenues.

Section 8.4 Operations and Maintenance Costs in Excess of the Annual Budget

If for any reason, such as the need for emergency repairs, the actual Operations and Maintenance Costs in any Fiscal Year exceed the approved budget, representatives of the City and Authority shall meet, and mutually agree to a revised budget and payment schedule for submission to the governing bodies of each party in order obtain a revised appropriation of funds necessary to pay the Operational and Maintenance Costs for the remainder of such Fiscal Year. The City, as operator of the San Vicente Reservoir, shall be responsible to notify the Authority of the projected need for increased funds to pay for Operations and Maintenance Costs within thirty (30) calendar days of the discovery of the need for such funds. The City shall not be expected or required to, nor shall it, delay the implementation of emergency repairs necessary to ensure the structural integrity or safety of the dam or appurtenant facilities because of the notification and budgeting requirements of this Agreement.

Section 8.5 Payment of the Authority's Share of Operations and Maintenance Costs

The Authority shall make payments to the City of the Authority's share of the Operations and Maintenance Costs in advance on or before the first day of each month in each Fiscal Year, calculated on the basis of the Authority's annual share of such expenses as reflected in the approved annual budget for Operations and Maintenance Costs divided by twelve (12). If the actual Operations and Maintenance Costs are less than the approved budget for any Fiscal Year, then any excess actually paid by the Authority to the City shall be credited against the Authority's obligations in the following Fiscal Year.

Section 8.6 Payment of Revenues

The parties to this Agreement shall make payments to each other, prior to the fifteenth (15th) of each month, of water resources revenues which were received in the previous month, and which are due the other party from the revenue sharing provisions of this Agreement.

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ARTICLE IX - OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, AND REHABILITATION

Section 9.1 Acceptance of San Vicente Project or a Functional Component of the San Vicente Project for Operations and Maintenance

9.1.1 When the Authority determines that an Authority Component is complete, the Authority shall, as appropriate, assume the responsibility and obligation for the operation, maintenance, repair, replacement or rehabilitation of that Authority Component. When the Authority determines that a City Component is complete, the Authority shall turn that City Component over to the City, which shall assume the responsibility and obligation for the operation, maintenance, repair, replacement or rehabilitation of such City Component .

9.1.2 The City shall assume the responsibility and obligation for the operations, maintenance, repair, replacement and/or rehabilitation of the City Components following the completion thereof; provided, however, that the Operations and Maintenance Costs for the raised San Vicente Dam shall be shared proportionately as provided for in Section 8.2 (a) and (b) above.

9.1.3 The Authority shall assume the responsibility and obligation for the operations, maintenance, repair, replacement and/or rehabilitation of the Authority Components upon the completion thereof.

Section 9.2 Development of the Reservoir Regulating Plan

The Authority and the City shall develop a mutually agreeable Reservoir Regulating Plan for the water storage operations of the San Vicente Reservoir following the completion of the construction of the San Vicente Project. The Reservoir Regulating Plan shall be developed during the design phase of the San Vicente Project and shall, upon approval by the General Manager and the City Manager, be incorporated into this Agreement as Appendix G. The development of the Reservoir Regulating Plan shall include the modeling of at least fifty (50) years of hydraulic operations and structural maintenance of the San Vicente Dam and Reservoir. The Reservoir Regulating Plan shall:

- (a) establish the minimum and maximum storage capacity allocated to each type of water storage pool;
- (b) set monthly, annual and/or seasonal water storage targets by type of water storage pool;
- (c) consider hydro logic conditions and place targets and limits on the placement of water in the San Vicente Reservoir from sources outside the San Vicente watershed;
- (d) place targets and limits on the withdrawal of water from the San Vicente Reservoir by maintaining appropriate and documented Flood Control Capacity;

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(e) provide for the protection of the existing documented incidental flood control function of the San Vicente Reservoir;

(f) provide for the amount of water that each party must provide or withdraw in order to achieve the storage targets or credits and revenues identified in Section 8.2;

(g) provide for the enhancement of the Local Water yield from the existing San Vicente watershed; provided, however, that any such provision for the enhancement of the Local Water yield must be consistent with and must not adversely impact the emergency water storage rights created under this Agreement;

(h) provide that the provisions thereof shall be considered binding on the City and the Authority, as applicable, in the operation of both the San Vicente Reservoir and the pipelines and other external connections to the San Vicente Reservoir;

(i) account for operational spills from the Authority's Aqueducts;

(j) provide for proper documentation procedures for qualifying for seasonal storage credits; and

(k) test the measurement, inventory and accounting procedures specified in Section 10.2.

Section 9.3 Water Deliveries and Withdrawals

9.3.1 The City, as the operator of the San Vicente Reservoir, shall be responsible for ordering the required water deliveries to or required withdrawals from the reservoir needed to be implemented by the Authority in accordance with the Reservoir Regulating Plan.

9.3.2 Discretionary withdrawals and deliveries by either party must not violate the Reservoir Regulating Plan and must be coordinated in advance with the City as operator of the San Vicente Reservoir and/or the Authority if Authority pipelines are to be utilized to transport the water.

Section 9.4 Responsibility for Application for Credits and Receipt of Water Storage Revenues

9.4.1 The City, in accordance with the Reservoir Regulating Plan and with reservoir data maintained by the City, shall determine the acre feet of seasonal storage achieved by the operation of San Vicente Reservoir. The City shall apportion the acre feet of seasonal storage as provided in Section 8.2 (a) and (b) and notify the Authority of its share of the credits.

9.4.2 Each party shall be responsible for applying for, meeting requirements for, and receiving seasonal storage credit revenues from the MWD.

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9.4.3 The City, as operator of the San Vicente Reservoir, shall, in accordance with Reservoir Regulating Plan, be responsible for applying for, meeting requirements for, and receiving and disbursing revenues from other sources for water storage services provided in accordance with the provisions of this Agreement and the Reservoir Regulating Plan.

Section 9.5 Development of the Technical Maintenance Memorandum

The Authority and the City shall develop a mutually agreeable Technical Maintenance Memorandum prescribing standards for the maintenance, repair and replacement of the San Vicente Reservoir. The Technical Maintenance Memorandum shall include, along with other necessary information, a list of the major components of the San Vicente Dam and Reservoir, the estimated applicable service life of each such component and the required preventive and predictive maintenance task and service intervals applicable to each such component. The City shall operate, maintain, repair, replace, and rehabilitate the San Vicente Dam and Reservoir in accordance with standards and procedures prescribed in the Technical Maintenance Memorandum. The Technical Maintenance Memorandum shall be developed during the design phase of the San Vicente Project and, upon its completion and approval by the General Manager and the City Manager, shall be incorporated in this Agreement as Appendix H hereto.

Section 9.6 Standard of Care in Operations and Maintenance

In performing all work associated with the operation and maintenance of San Vicente Reservoir, the City shall:

- (a) act with the same degree of diligence, care and skill that an ordinary prudent reservoir operator would exercise in the management of a municipal water supply reservoir;
- (b) perform or cause all work to be performed in a good and workmanlike manner in accordance with acceptable practices in the water utility industry and the Technical Maintenance Memorandum;
- (c) and comply with all applicable governmental permits, laws, ordinances and regulations.

Section 9.7 Responsibility for Dam Inspections

After completion of the raising of the San Vicente Dam, the City as the operator of the San Vicente Reservoir shall be responsible for performing any required inspections and filing any required reports on the dam. The Authority shall be responsible for any initial inspection or completion report, and all costs and expenses incident thereto, required as a result of the raising of the dam or any other modification of the dam undertaken by the Authority and which is completed before the dam is raised.

Section 9.8 Right of Authority to Enter and Inspect the San Vicente Reservoir

The City hereby gives the Authority the right to annually inspect the intake structure to the San Vicente Dam and Reservoir. The Authority shall schedule such inspection with the City with a minimum of two (2) weeks notice. In addition, the Authority shall have the right to accompany the City and the California Division of Safety of Dams on any inspection of the San Vicente Dam and Reservoir conducted by such division. If any such an inspection shows that the City for any reason is failing to fulfill its operations, maintenance, repair, replacement, and rehabilitations obligations as required by the California Division of Safety of Dams or as set forth in the Technical Maintenance Memorandum without receiving prior written agreement from the Authority, the Authority will send a written notice to the City of the City's failure to fulfill such obligations. Such notice shall specify the specific instances in which the City has failed to fulfill such obligations. If the City persists in such failure for thirty (30) calendar days after receipt of the notice, then the Authority shall have a right to enter, at reasonable times and in a reasonable manner and following delivery of written notice of such proposed entry, upon lands the City owns or controls for access to the San Vicente Project for the purpose of completing, operating, maintaining, repairing, replacing, or rehabilitating the San Vicente Project. No completion, operation, maintenance, repair, replacement, or rehabilitation of any City Component of the San Vicente Project by the Authority shall operate to relieve the City of responsibility to meet its obligations as set forth in this Agreement, or to preclude the Authority from pursuing any other remedy at law or equity to assure faithful performance by the City of its obligations pursuant to this Agreement.

Section 9.9 Methods of Performing Operations and Maintenance Activities

9.9.1 Routine operation and maintenance activities at San Vicente Reservoir will be performed by the City generally using the City personnel and equipment resources. Appendix B, provides an estimate in 1997 dollars of routine annual equipment and personnel cost involved in the operation and maintenance of San Vicente Dam and Reservoir. Special maintenance activities in addition to these annual activities may be performed by the City using additional City personnel and equipment or by contract. Such contracts will be awarded and administered using the City's contracting procedures. Maintenance activities, whether performed with City staff and equipment or by contract, will comply with the provisions of sections 9.5, 9.6, and Appendix H, and will be identified for budgeting under the provisions of section 8.4. The City may contract for the performance of routine maintenance and operation activities indicted by Appendix B instead of using in house resources, provided that such contracting results in a document able savings in cost for the performance of such routine activities.

9.9.2. If, however, the City decides to contract for such routine maintenance activities, the Authority shall have the first right of refusal to assume such routine maintenance activities with the costs thereof shared by the City.

Section 9.10 Disputes Regarding Operations or Maintenance

If there are disputes between the Authority and City staffs regarding the operation and maintenance requirements and cost, or accountability of water or seasonal storage credits or other benefits or other provisions of this Article, then, in accordance with Appendix F, the Panel shall be used to resolve the dispute. The Panel shall have no authority over the requirements of the California Division of Safety of Dams, or the award, administration or interpretation of contracts by the City, or the resolution of disputes between the City

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and its consultants and contractors involved in operation and maintenance activities at the San Vicente Reservoir. The authority, action or decision of the Panel in the resolution of any dispute submitted to the Panel pursuant to this Section, or the Panel's inability to reach a decision regarding any such dispute, shall be subject to review and resolution pursuant to the procedures set forth in paragraph (8) of Exhibit F which may culminate with the filing of an action in the superior court to review any applicable arbitration decision.

ARTICLE X - ACCOUNTING FOR WATER STORAGE, REVENUES, AND OPERATION AND MAINTENANCE EXPENSES; AND MAINTENANCE OF RECORDS

Section 10.1 Maintenance by the City of Books and Records Regarding Water Storage Operations

The City shall keep books, records, documents, and other evidence pertaining to water quantities, ownership and reservoir operations required pursuant to this Agreement to the extent and in such detail as follows:

- (a) The City shall maintain such books, records, documents, and other evidence for a minimum of three (3) years after completion of the last entry or three (3) years after the resolution of all relevant disputes arising therefrom, whichever is longer.
- (b) The City shall make available at their offices at reasonable times, such books, records, documents, and other evidence for inspection and audit by authorized representatives of the Authority.
- (c) The City's internal cost accounting records shall provide separate accountability of direct Operation and Maintenance Cost at San Vicente Reservoir.
- (d) The City's records and accounting shall provide actual information for direct costs and direct labor and benefits charged to San Vicente Reservoir.
- (e) The City shall provide the Authority copies of detailed accounting records for the year to date activities ending June 30 each year. The records required to be provided in (e) shall be provided within forty-five (45) calendar days of the ending date.

Section 10.2 Measurement, Inventory and Accounting of Water

10.2.1 Measurement of the ownership of water and reimbursement for use of water in the San Vicente Reservoir shall be made as follows:

- (a) The distribution of City Water and Authority Water in the Local Emergency Pool, the Regional Emergency Pool, the Seasonal Pool, the Carryover Pool and Dead Storage shall be as specified in the Reservoir Regulating Plan to be attached as Appendix G hereto. The distribution shall be based on the hydraulic

modeling described in Section 9.2. This modeling shall consider accounting for the water both as separate pools of City Water and Authority Water and as commingled water.

(b) Subject to the Authority's ownership and storage interests created by this Agreement, and subject to the criteria established by the Reservoir Regulating Plan:

(1) the City shall not be obligated to maintain in storage in the San Vicente Reservoir, for emergency or any other purpose, any minimum amount of City Water; and

(2) at any time after completion of the San Vicente Project, the City may withdraw all City Water from the San Vicente Reservoir.

(c) The Authority shall be obligated only to provide sufficient Authority Water for storage in the San Vicente Reservoir to assure that the Regional Emergency Pool is filled to its required volume at any given point in time in accordance with the Reservoir Regulating Plan. The Authority shall have sole and complete jurisdiction over the use of the Regional Emergency Pool.

(d) At such time as water in emergency storage is used, the Authority shall distribute and sell water in emergency storage at the standard rate at which it sells imported water at that time. If the Authority so distributes City Water from San Vicente during an emergency then following the emergency the Authority shall diligently replace the City Water used in such emergency with imported water at no cost to the City.

(e) If water in the existing San Vicente Reservoir is withdrawn to facilitate the construction of the San Vicente Project or, following completion of the San Vicente Project, to facilitate required maintenance, and this water is beneficially used by the City, then such water shall be considered City Water up to the full amount of City Water in the reservoir. If sufficient water to accomplish the construction draw-down cannot be beneficially used by the City, then the additional water needed to be removed may be transported and sold to others or spilled from the reservoir at the discretion of the Authority. The Authority shall be responsible for finding the purchaser(s) for such water. This additional water may or may not be City Water. If City Water is either spilled or sold to others by the Authority as part of the construction draw-down then the Authority shall either reimburse the City at a rate equal to the cost of imported water or shall replace such City Water with imported water, at no cost to the City, as part of the reservoir refilling plan. Such replaced water shall be City Water. If water must be spilled from San Vicente for an operation and maintenance activity then the cost of that water shall be shared proportionately as provide in Sections 8.2 (a) and (b) herein.

(f) At the time of acceptance of the San Vicente Project by the Authority or as soon as safety of construction operations permits, water storage in San Vicente Reservoir shall be filled to the water storage levels specified in the Reservoir Regulating Plan. If the water used in so filling the San Vicente Reservoir derives from the San Vicente watershed, Lake Sutherland, or El Capitan Reservoir then that water shall be considered City Water. If imported water is required for so filling of the San Vicente Reservoir, then that water shall be provided by the Authority as part of the San Vicente Project costs born by the Authority pursuant to Section 5.1 herein and any amounts of water in excess of that due the City under Section 10.2(f) above shall remain as Authority Water.

(g) In the operation of the San Vicente Reservoir, the Authority shall measure water delivered to or withdrawn from the San Vicente Reservoir by the Authority's pipelines, and report such measurement to the City on a daily basis. The City shall measure the quantity of water withdrawn from the San Vicente Reservoir by the City's pipelines and record such measurement daily. The City shall determine the total evaporative loss from the San Vicente Reservoir each day by a mutually agreed standard procedure and record such loss daily. The City shall record the stage of the San Vicente Reservoir at the agreed set time each day, and then determine the total volume of water in the San Vicente Reservoir using the area capacity curve of the San Vicente Reservoir and correcting for water surface fluctuations caused by any external sources such as waves, wind set, and pumped storage. Using the above definitions of ownership, the City shall determine quantities of water in City and Authority ownership contained in the San Vicente Reservoir. The City shall record such balances daily, a summary of balances shall be provided to the Authority on a weekly basis.

10.2.2 If the reservoir modeling described in Section 9.2 should show that the management of the reservoir with commingled water is impractical, the parties will develop an alternative set of measurement and accounting rules which provide as nearly as practical the protections and benefits to each party as those provided in subsection 10.2.1.

Section 10.3 Maintenance of Books and Records Regarding Operations and Maintenance Costs

The City and the Authority, as applicable, shall keep books, records, documents, and other evidence pertaining to actual Operations and Maintenance Costs incurred at and water storage revenues received from the San Vicente Reservoir made pursuant to this Agreement to the extent and in such detail as necessary to reflect all such costs and revenues. The City and the Authority, as applicable, shall maintain such books, records, documents, and other evidence for a minimum of three (3) years after completion of the last entry or three (3) years after the resolution of all relevant disputes arising therefrom, whichever is later, and shall make available at their offices at reasonable times, such books, records, documents, and other evidence for inspection and audit by authorized representatives of the parties to this Agreement.

Section 10.4 Resolution of Disputes Regarding the Provisions of Article X

If there are any disputes between the Authority and City staffs regarding the meaning or application of the provisions of this Article, such disputes shall be subject to resolution pursuant to the provisions of Appendix F. The authority, action, or decision of the Panel in the resolution of any dispute submitted to the Panel pursuant to this Section, or the Panel's inability to reach a decision regarding any such dispute, shall be subject to review and resolution pursuant to the procedures set forth in paragraph (8) of Exhibit F which may culminate with the filing of an action in the superior court to review any applicable arbitration decision.

ARTICLE XI - FUTURE PROJECTS

Section 11.1 Consent to Future Capital Improvement Projects

Any future capital improvement project at San Vicente Reservoir which affects the rights or interests of either party to this Agreement and which is over and above those future projects necessary for the maintenance, repair, or replacement of components of the San Vicente Reservoir shall require the consent of both parties. The City shall have the absolute discretion to withhold its consent to any future capital improvement project for which (a) the California Division of Safety of Dams has determined that such project will adversely affect the stability of the San Vicente Dam and such project cannot be redesigned to eliminate such adverse affects or (b) the California Division of Health Services has determined that such project will adversely affect the quality of the water supply and such project cannot be redesigned to eliminate such adverse affects. The Authority shall have the right to withhold its consent to any future capital improvement project that will restrict or impair the use of the Authority's water storage rights in the San Vicente Dam and Reservoir including but not limited to projects that will create restrictions on the rate at which the Authority can withdraw emergency water from the San Vicente Reservoir during emergency operations. Subject to the preceding two sentences, neither party shall unreasonably withhold its consent to any such future capital improvement. A future capital improvement project shall first be considered as a joint project by the parties with each party having the right to participate in the costs and benefits in proportion to its water storage capacity as set forth in Section 6.2 herein. The parties may, however, agree to a different proportional sharing of the costs and benefits from such a future capital improvement project. If one party does not wish to participate in a particular capital improvement project, it may not unreasonably withhold its consent for the other party to proceed with the project. The non-participating party shall not pay any costs nor obtain any benefits from such future capital improvement project. The proposed Boulder Valley Pumped Storage Project is not subject to the provisions of this Article XI in that the City shall have no obligation to share costs or benefits of that project with the Authority, nor shall the Authority be obligated to pay all or any portion of the cost of that project.

Section 11.2 Future Capital Improvements Projects Conceived Prior to Raising the San Vicente Dam

A future capital improvement project, may be conceived of and agreed to by the parties as a joint project prior to the completion of the raising of the San Vicente Dam. In this case, the costs and benefits of such future capital improvement project shall be shared by each of the parties in proportion to their respective water storage rights as set forth in Section 6.2 of this Agreement, as if such project were conceived after the completion of the Emergency Storage Project unless such future capital improvement project is the raising of San Vicente Dam higher than contemplated as a part of the San Vicente Project. The Authority shall have the right to raise San Vicente Dam higher than contemplated as a part of the San Vicente Project in return for the lower costs charged to the City for moving Local Water than the costs provided by the Principles. The Authority shall be responsible for all costs related to this additional raise of San Vicente Dam and shall, upon the completion thereof, obtain ownership of all additional water storage capacity added. If the additional water storage capacity is in fact achieved, then cost and benefit sharing proportions of this Agreement shall be adjusted to reflect the new total water storage capacity to be owned by the Authority and the new total water storage capacity of San Vicente Reservoir. However, if for technical or regulatory reasons such higher raise of San Vicente Dam, of at least 40,000 acre feet, can not be achieved, then, at the City's option, either (a) both the Local Water transmission rates in section 8.2(e) and Existing Storage Agreement, as contained in Appendix E, shall be extended, or (b) the Local Water transmission rate in section 8.2(e) shall be modified to the rates

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specified in the Principles for all Local Water moved from San Vicente Reservoir and Lake Hodges Reservoir and the Existing Storage Agreement, as contained in Appendix E, shall expire as specified in section 7.13. Except as provided above the Existing Agreement shall expire as provided in Section 7.1.3, however the Local Water transmission rate in Section 8.2(e) and the Authority's right to additional raising San Vicente Dam shall continue for the duration of this Agreement.

Section 11.3 Consent to Enter Upon City Land

The Authority must obtain the prior consent of the City to enter onto land which the City owns or controls for the purpose of constructing a future capital improvement project. The City shall not unreasonably refuse to grant such consent if the City has consented to the construction of such project.

ARTICLE XII - INDEMNITY AND INSURANCE

Section 12.1 Indemnification by the Authority

Except for liability, claims or losses attributable to, arising from or directly connected to the sole negligence, active negligence or willful misconduct of the City, its officers, authorized volunteers, agents, employees or assigns, and except for losses related to flood control as identified in section 8.2 (g), the Authority shall to the fullest extent permitted by law defend, indemnify and hold the City, its officers, authorized volunteers, employees, agents and assigns harmless against all liability, any and all claims and losses of any type whether for death, bodily injury, property damage or other loss resulting from the environmental mitigation, engineering, design or construction of, or the issuance of bonds or other related financing for the San Vicente Project, and all expenses of investigating and defending against the same.

Section 12.2 Indemnification by the City

Except for liability, claims or losses attributable to, arising from or directly connected to the sole negligence, active negligence or willful misconduct of the Authority, its officers, authorized volunteers, agents, employees or assigns, and except for losses related to flood control as identified in section 8.2 (g), the City shall to the fullest extent permitted by law defend, indemnify and hold the Authority, its officers, authorized volunteers, employees, agents and assigns harmless against all liability, any and all claims and losses of any type whether for death, bodily injury, property damage or other loss resulting from the operation, maintenance, repair, replacement or rehabilitation of the City's recreation facilities located at the San Vicente Reservoir, and all expenses of investigating and defending the same.

Section 12.3 Joint Responsibility

The City and the Authority shall be jointly responsible in proportion to water storage capacity owned by each respective party as set forth in Section 6.2, for liability, claims and losses resulting from the City's operation (including flood control as identified in section 8.2 (g), maintenance, repair, replacement or rehabilitation activities at San Vicente Reservoir; unless such claims or losses are the result of the sole negligence, active negligence or willful misconduct of one of the parties in which case that party shall be totally responsible and liable for such liability, claims and losses.

Section 12.4 Indemnification Exclusion

Notwithstanding the provisions of Sections 12.1 through 12.3 above, it is understood that each party to this Agreement, individually accepts all risk of harm to its employees and that the sole remedy for such employees is the respective worker's compensation insurance program or other such insurance carried by the party of the employee. It is further agreed that each party to this Agreement waives its right to surrogate against any other party for any loss or damage which is covered under the worker's compensation laws.

Section 12.5 Bonds and Insurance

12.5.1 The City will be named as an additional obligee, as its interests may appear, on all labor, material and performance bonds obtained for the construction of the San Vicente Project.

12.5.2 The City shall be named as an additional insured on insurance policies, obtained by the Authority or, in accordance with the standard General Provisions of Authority contracts, the Authority's consultants or contractors, involved in activities related to engineering, design, construction, or environmental mitigation activities of the San Vicente Project or any other project affecting the San Vicente Dam and Reservoir for which the Authority contracts occurring on City provided property .

12.5.3 The Authority shall be named as additional insured on insurance policies, obtained by the City or, in accordance with the standard general provisions of City contracts, the City's consultants and contractors involved in activities related to the operation and maintenance of the San Vicente Reservoir in which the Authority shares costs.

12.5.4 The Authority shall be named as an additional insured on insurance policies, obtained by the City, or, in conformance with the standard general provisions of City contracts, the City's contractors or concessionaires involved activities related to recreation activities at San Vicente Reservoir, the Boulder Valley Pumped Storage Project and other independent future City projects.

ARTICLE XIII - INTEREST

If either party fails to make any of the payments required to be made under this Agreement when due to the other party, then the delinquent payments shall bear interest from the date such payments became delinquent compounded monthly until paid. The annual interest rate to be used for overdue payments shall be

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determined by a rate equal to the Authority's average portfolio Yield to Maturity -365 day as identified in the monthly Treasurer's report to the Authority's Board of Directors rendered at the regular Board meeting in the month prior to the month in which the payment became delinquent. After the first two (2) calendar months of delinquency the rate shall be adjusted monthly at the first of the month to be the rate determined by the average portfolio Yield to Maturity given in the Treasurer's report presented to the Board in the previous calendar month. If a payment is made within the first month after being overdue after a 15-day grace period following the due date, one month's interest shall be charged. Thereafter, a month's interest shall be charged for any portion of each succeeding month that the payment is delinquent. This provision shall not be construed as giving either party a choice of either making payments when due or paying interest, nor shall it be construed as waiving any other rights of either party, at law or in equity, which might result from any default by the other party.

ARTICLE XIV- AUDIT

The Authority and the City shall conduct audits when appropriate of the other party's records which are required by this Agreement to ascertain the allowableness, reasonableness, and allocability of costs, revenues and amount of stored water owned in accordance with the provisions of this Agreement.

ARTICLE XV - DISPUTES

Before any party to this Agreement may bring suit in any court concerning an issue relating to this Agreement, such party must first seek in good faith to resolve the issue through negotiation, or where mandated in this Agreement through the dispute resolution provisions contained in Appendix F or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

ARTICLE XVI - MISCELLANEOUS PROVISIONS

Section 16.1 Binding Effect; Assignment

This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and the successors and assigns of the respective parties hereto. No party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party hereto which shall not be unreasonably withheld.

Section 16.2 Severability or Invalidity

16.2.1 If any part of this Agreement shall be held invalid or shall become impossible for any party to perform, the parties agree that they will confer and endeavor to overcome any such impediment and make

whatever substitute agreements and arrangements may be deemed reasonable and proper in order to accomplish the objectives of this Agreement.

16.2.2 It is the intent of the Authority and the City that the San Vicente Project be constructed and that the San Vicente Reservoir, following completion of the San Vicente Project, be used as contemplated in this Agreement. In furtherance of this intent, the parties agree that in the event any provision of this Agreement is determined to be illegal, invalid, unenforceable or impossible of performance, there shall be added as a part of this Agreement a new provision which is legal, valid, enforceable and capable of performance and which is as similar in terms as possible to the provision that was determined to be illegal, invalid, unenforceable or impossible of performance.

Section 16.3 Waiver

None of the provisions of this Agreement shall be considered waived by any party to this Agreement except when such waiver is given in writing. The failure of a party to this Agreement to insist in any one or more instances upon the strict performance of any of the provisions of this Agreement or to take advantage of any of its rights under this Agreement shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but such provisions and rights shall continue and remain in full force and effect.

Section 16.4 Conditions Precedent to the Effectiveness of this Agreement

16.4.1 The Authority shall have until June 18, 1998 to approve a revenue plan for the Emergency Storage Project. If the Authority does not approve a revenue plan it may give written notice to the City no later than June 30, 1998 of the Authority's determination to terminate this Agreement without penalty. If the Authority approves a revenue plan, the Authority may, within a period of 70 days following the date of adoption of a resolution approving the plan, give written notice to the City of the Authority's determination to terminate this Agreement without penalty, which determination shall be made solely upon the ground of a third party challenge to the revenue plan filed in a court of competent jurisdiction within the time provided by Code of Civil Procedure Sections 860 et seq. If the Authority gives such written notice then this Agreement shall be terminated as of September 1, 1998. Neither party shall be obligated to perform any duty under this Agreement, except duties that may be performed wholly by employees of the party, until either (a) September 1, 1998 passes without the Authority giving a notice to terminate, or (b) the Authority gives written notice of its intention to proceed with Agreement notwithstanding the lack of an approved revenue plan. If on September 1, 1998, the Authority (a) does not have an approved revenue plan but has not given a notice to terminate, or (b) has not given written notice of its intention to proceed with this Agreement notwithstanding the lack of an approved revenue plan, then the City may terminate this agreement, without penalty, by giving written notice to the Authority by October 1, 1998. If this Agreement is not terminated as provided in this paragraph 16.4.1, the Agreement shall be in full force and effect, provided, however, if the Authority has not adopted a revenue plan by June 30, 1999 or commenced construction on the Emergency Storage Project within three years from the date of this Agreement, then either party may terminate this Agreement.

16.4.2 Issuance of all governmental permits necessary for the construction of the San Vicente Project is a condition precedent to the performance of any construction. Subject to the provisions of Section 16.5, if all necessary permits are not obtained within a reasonable time as mutually agreed by the parties, this Agreement may be terminated. If the Agreement is terminated pursuant to this provision, the costs and expenses of performance by either party to the date of termination shall be borne according to the cost allocation specified in this Agreement for each particular item or component of work done.

Section 16.5 Uncontrollable Forces

If a party should be delayed in, or prevented from, performing any of the terms, covenants or conditions of this Agreement by reason of fire, flood, earthquake, subsidence, ground collapse or landslide, interruption or delay in transportation or power supply, strike, lock-out, war or war defense conditions, government law, order, regulation or interference, Act of God, litigation or any other cause beyond such party's reasonable control, then failure of such party to perform shall not be deemed to be a breach of this Agreement and the time within which such party is obliged to so perform shall be extended by the total period of all such delays. The affected party shall use all reasonable diligence to remove the cause of delay or prevention as quickly as possible. The affected party, however, shall not be required to settle any strike, lock-out or other labor difficulty if it deems settlement to be inadvisable. Any affected party shall notify the other party forthwith

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regarding each new cause of delay or prevention resulting in the provisions of this paragraph becoming operative, specifying the particulars of such cause and the day upon which same arose, and shall give like notice forthwith following the date that such cause ceases to exist.

Section 16.6 Modification

This Agreement cannot be modified orally, but only by an agreement in writing signed by each party.

Section 16.7 References and Terminology

Unless otherwise specified, whenever reference is made in this Agreement to the Table of Contents, any Section or subsection, or any defined term, such reference shall be deemed to refer to the Table of Contents, Section or subsection or defined term of this Agreement. The use in this Agreement of the words "including," "such as," or words of similar import when following any general statement, term or matter shall not be construed to limit such statement, term or matter to the specific items or matters, whether or not language of non-limitation, such as "without limitation" or "but not limited to," or words of similar import, are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter.

Section 16.8 Construction of Agreement

This Agreement has been reviewed by legal counsel for both the Authority and the City, and shall be deemed for all purposes to have been jointly drafted by the Authority and the City. No presumption or rule that ambiguities shall be construed against the drafting party shall apply to interpretation or enforcement of this Agreement. The language in all parts of this Agreement, in all cases, shall be construed as a whole and in accordance with its fair meaning and not strictly for or against any party and consistent with the provisions hereof, in order to achieve the objectives of the parties hereunder. The captions of the sections and subsections of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of construction.

Section 16.9 Entire Agreement

This Agreement constitutes the entire agreement between and among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, written or oral, with respect to such subject matter.

Section 16.10 Time of the Essence

Time shall be of essence of this Agreement.

Section 16.11 San Vicente Project Description in Bond Financing Official Statement

The official statement, if any, required by Rule 15c2-12 of the Securities and Exchange Commission of the United States government for any municipal bonds issued by the Authority to finance all or a portion of the cost of construction of the San Vicente Project shall accurately describe the San Vicente Project as agreed by the City. The Authority and the City shall be jointly responsible for the wording of the description of the San Vicente Project in any such official statement; provided, however, that the City shall not be considered an "obligated person" for purposes of the continuing disclosure obligations for any bonds issued by the Authority. The City shall not be liable for any information in the Authority's official statement unless such information was provided by the City in the preparation or in the City's review of the Authority's Official Statement.

Section 16.12 Governing Law

This Agreement shall be interpreted, governed by and construed under the laws of the State of California and any applicable federal law. The parties agree to submit to the personal jurisdiction of any court of the State of California or federal court in the State of California for any dispute, claim, or matter arising out of or related to this Agreement, including any dispute, claim or matter which cannot be resolved pursuant to the dispute resolution procedures of Appendix F.

Section 16.13 Term of Agreement

This Agreement shall be in full force and effect for so long as San Vicente Dam and Reservoir is operational.

Section 16.14 Agreement Deemed Performable

This Agreement shall be deemed performable in the City and County of San Diego, even though it may be necessary for any party to take action in furtherance of or compliance with the Agreement outside of the City and County of San Diego. Nothing in this section shall be construed to deprive the California Department of Water Resources of any jurisdiction it might otherwise have.

Section 16.15 Covenants and Conditions

All provisions hereof expressed as either covenants or conditions on the part of the parties to be performed or observed shall be deemed to be both covenants and conditions.

Section 16.16 Municipal Powers

Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.

ARTICLE XVII - COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

In acting under their rights and obligations hereunder, the City and Authority agree to comply with all applicable Federal and State laws and regulations, including section 601 of Title VI of the Civil Rights Act of 1964, Public Law 88-352.

ARTICLE XVIII - RELATIONSHIP OF PARTIES

The parties to this Agreement act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, or employee of the other as pertains to the supervision of the other party in the execution of the terms of this Agreement.

ARTICLE XIX - OFFICIALS NOT TO BENEFIT

No member of or delegate to the San Diego City Council or the Board of Directors of the San Diego County Water Authority or other elected government official or managerial level employee of either party to this Agreement shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE XX - COVENANT AGAINST CONTINGENT FEES

The City and the Authority warrant that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee.

ARTICLE XXI - NOTICES

a. All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage pre-paid), registered, or certified mail, as follows:

If to the City of San Diego:

City of San Diego
202 "C" Street
San Diego, California 92101-3869
Attention: City Manager

If to the San Diego County Water Authority:

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San Diego County Water Authority
3211 Fifth Avenue
San Diego, California 92103-5718
Attention: General Manager

b. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

c. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is personally delivered or seven calendar days after it is mailed, as the case may be.

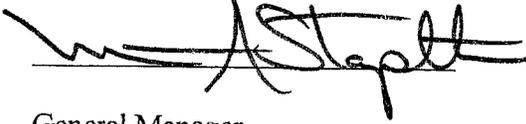
ARTICLE XXII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

[Reminder of this page intentionally left blank. The next page is the signature page.]

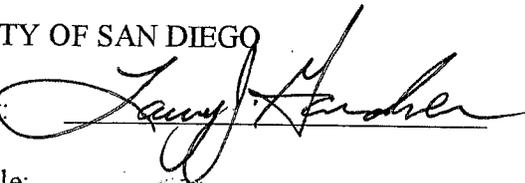
IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its City Manager, pursuant to Ordinance No ~~0-1852~~ and by the General Manager of the San Diego County Water Authority, and shall become effective upon the date it is signed.

SAN DIEGO COUNTY WATER AUTHORITY

By: 

Title: General Manager

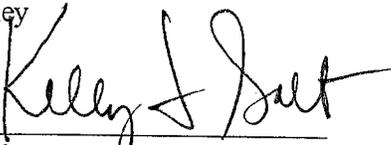
CITY OF SAN DIEGO

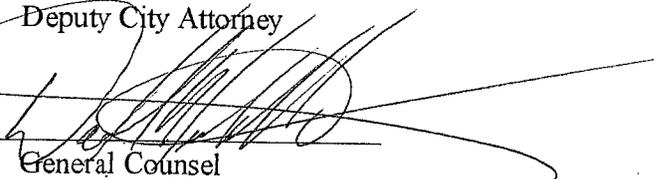
By: 

Title: WATER DEPT. MANAGER

Approved as to form and legality this 8th day of June 1998.

CASEY GWINN
City Attorney

By: 
Kelly J. Salt
Deputy City Attorney

By: 
General Counsel
San Diego County Water Authority

CERTIFICATES OF AUTHORITY

I, Kelly J. Sait, do hereby certify that I am the principal legal officer of the City of San Diego, that the City of San Diego is a legally constituted public body with full authority and legal capability to perform the terms of this Agreement with the San Diego County Water Authority in connection with the San Vicente Project, and to pay damages, if necessary, in the event of the failure to perform, and that the persons who have executed this Agreement on behalf of the City have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 8th day of June 1998.

[Signature] Kelly J Sait
[Title] DEPUTY CITY ATTORNEY

I, David S. Kuntz, do hereby certify that I am the principal legal officer of the San Diego County Water Authority, that the Authority is a legally constituted public body with full authority and legal capability to perform the terms of this Agreement with the City of San Diego in connection with the San Vicente Project, and to pay damages, if necessary, in the event of the failure to perform, and that the persons who have executed this Agreement on behalf of the Authority have acted within their statutory authority.

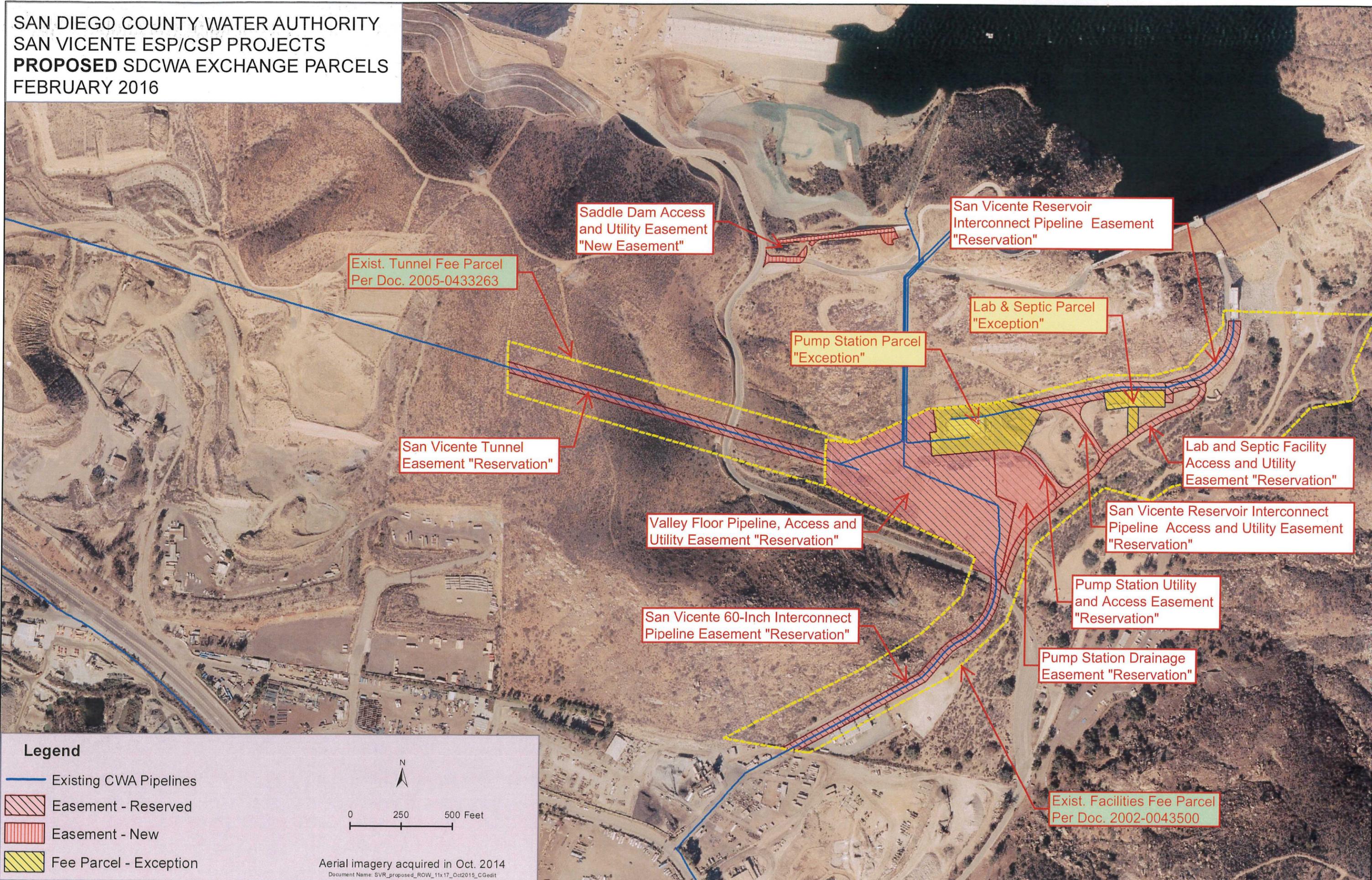
IN WITNESS WHEREOF, I have made and executed this certification this 25th day of June 1998.

[Signature] [Signature]
[Title] General Counsel



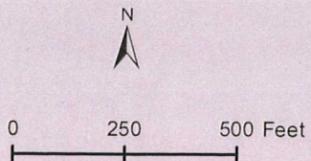
**San Vicente Dam
& Reservoir site**

SAN DIEGO COUNTY WATER AUTHORITY
 SAN VICENTE ESP/CSP PROJECTS
PROPOSED SDCWA EXCHANGE PARCELS
 FEBRUARY 2016



Legend

- Existing CWA Pipelines
- Easement - Reserved
- Easement - New
- Fee Parcel - Exception



Aerial imagery acquired in Oct. 2014
 Document Name: SVR_proposed_ROW_11x17_Oct2015_CGedit

PLEASE RECORD THIS DOCUMENT AT
NO FEE AS IT IS TO THE BENEFIT
OF THIS DISTRICT (GOV. CODE § 6103)

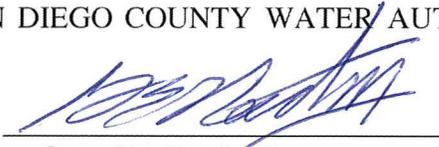
RECORDING REQUESTED BY AND
WHEN RECORDED, PLEASE MAIL TO:

San Diego County Water Authority
Engineering Department
4677 Overland Avenue
San Diego, CA 92123

Space above this line for Recorder's use

Assessor's Parcel No. 326-061-06 & 329-021-04
Project Name: The Emergency Storage Project (Expansion of the San Vicente Reservoir)
Documentary Transfer Tax: None (Gov. Code § 6103)

SAN DIEGO COUNTY WATER AUTHORITY:

By: 

Gerard E. Reed, III
Director of Engineering

GRANT DEED

For valuable consideration the San Diego County Water Authority, a public agency of the State of California (Grantor) which acquired by grant deed certain lands from the City of San Diego, hereby Grants, with exceptions, ownership of the real property described herein back to the City of San Diego, a California municipal corporation in the County of San Diego (Grantee). This Grant is made pursuant to the terms of that agreement filed with the Office of the San Diego City Clerk on May 26, 1998, called "AGREEMENT BETWEEN THE SAN DIEGO COUNTY WATER AUTHORITY AND THE CITY OF SAN DIEGO FOR THE EMERGENCY STORAGE PROJECT (EXPANSION OF SAN VICENTE RESERVOIR)," incorporated herein by reference, and transfers to Grantee all that real property described in "Exhibit 'A' FACILITIES PARCEL" and shown on "EXHIBIT 'B' WATER FACILITIES PARCEL (SDCWA AT SAN VICENTE)" of Grant Deed recorded January 17, 2002 in the office of the San Diego County Recorder as document 2002-0043500 attached hereto and made a part hereof.

Grantor excepts therefrom the real property labeled as "Pump Station Fee Parcel," described in EXHIBIT 'A' Legal Description for PUMP STATION FEE PARCEL and shown on EXHIBIT 'B' PUMP STATION FEE PARCEL attached hereto and made part hereof. Grantor, also excepts therefrom the real property labeled as "Lab And Septic Fee Parcels," described in EXHIBIT 'A' Legal Description for LAB AND SEPTIC FEE PARCELS and shown on EXHIBIT 'B' LAB AND SEPTIC FEE PARCELS, attached hereto and made part hereof.

Grantor also reserves permanent easements, together with the right to use and occupy the subsurface of the real property within the following easement parcels:

1. "San Vicente 60-inch Interconnect Pipeline Easement" described in EXHIBIT 'A' Legal Description for SAN VICENTE 60-INCH INTERCONNECT PIPELINE EASEMENT and shown on EXHIBIT 'B' SAN VICENTE 60-INCH INTERCONNECT PIPELINE EASEMENT attached hereto and made part hereof;
2. "San Vicente Reservoir Interconnect Pipeline Easement" described in EXHIBIT 'A' Legal Description for SAN VICENTE RESERVOIR INTERCONNECT PIPELINE EASEMENT and shown on EXHIBIT 'B' SAN VICENTE RESERVOIR INTERCONNECT PIPELINE EASEMENT attached hereto and made part hereof;
3. "Valley Floor Pipeline, Access and Utility Easement" described in EXHIBIT 'A' Legal Description for VALLEY FLOOR PIPELINE, ACCESS AND UTILITY EASEMENT and shown on EXHIBIT 'B' VALLEY FLOOR PIPELINE, ACCESS & UTILITY EASEMENT attached hereto and made part hereof;
4. "Lab and Septic Facility Access and Utility Easement" described in EXHIBIT 'A' Legal Description for LAB AND SEPTIC FACILITY ACCESS AND UTILITY EASEMENT and shown on EXHIBIT 'B' LAB AND SEPTIC FACILITY ACCESS & UTILITY EASEMENT attached hereto and made part hereof;
5. "Pump Station Access and Utility Easement" described in EXHIBIT 'A' Legal Description for PUMP STATION ACCESS AND UTILITY EASEMENT and shown on EXHIBIT 'B' PUMP STATION ACCESS & UTILITY EASEMENT attached hereto and made part hereof;
6. "San Vicente Reservoir Interconnect Pipeline Access and Utility Easement" described in EXHIBIT 'A' Legal Description for SAN VICENTE RESERVOIR INTERCONNECT PIPELINE ACCESS AND UTILITY EASEMENT and shown on EXHIBIT 'B' SAN VICENTE RESERVOIR INTERCONNECT PIPELINE ACCESS & UTILITY EASEMENT attached hereto and made part hereof;
7. "Pump Station Drainage Easement" described in EXHIBIT 'A' Legal Description for PUMP STATION DRAINAGE EASEMENT and shown on EXHIBIT 'B' PUMP STATION DRAINAGE EASEMENT attached hereto and made part hereof;

The easements reserved shall be for the purpose of access, using, constructing, blasting, reconstructing, installing, operating, repairing, maintaining, improving, inspecting, relocating, replacing, and removing now and in the future, pipelines, appurtenant structures, conduits, wires and cables for power and communication, underground anodes, anode wells and related facilities necessary for conveyance, protection or transmission of water and electricity by the Grantor which Grantor deems necessary or convenient in connection with Grantor's operations, and for any other legally permitted purposes over, under, and across the easements. All blasting requirements will first need approval by Grantee due to close proximity to the dam structure.

The Grantee agrees to not conduct or permit any activities that would materially interfere with the operation of the Grantor's easement reservations. The Grantee also agrees that it will not grant any additional easement(s) over or under any portion of land reserved without the expressed written consent of the Grantor, except that Grantee may grant additional easement(s) over or under any portion of land reserved if Grantor unreasonably withholds, conditions, or delays consent.

Grantee shall not erect or construct any building, fence, or other structure or otherwise conduct activities on or about the property which may impair, hinder, or prevent Grantor's use of or ingress or egress to the real property or easements.

Grantor shall have the right to remove any tree or significant vegetation within the easements if Grantor determines that the tree or vegetation could damage Grantor's facilities or will interfere with Grantor's ability to use, operate, or maintain its facilities.

Specific to the Pump Station Drainage Easement, any activity on or use of the Pump Station Drainage Easement inconsistent with the purposes of this Pump Station Drainage Easement is prohibited. Without limiting the generality of the foregoing, the Grantor, Grantor's agents, and third parties, are expressly prohibited from:

a) Otherwise altering the general topography of the area, including building of new maintenance roads, water pipelines, utility lines, recreation facilities or installing ornamental landscaping, except for activities required to maintain any existing drainage inlet and outlet structures;

b) Removing, destroying, or cutting native trees, shrubs or other vegetation, except for (1) removal of invasive non-native vegetation, (2) maintenance of existing drainage inlet outlet structures, (3) prevention or treatment of disease, and (4) as required by law for fire breaks.

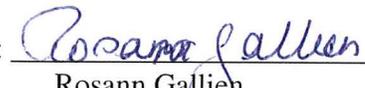
The covenants and restrictions shall run with the land and shall be binding on Grantee and Grantee's successors in interest and shall benefit Grantor and its successors and assigns.

Executed this 4th day of April, 2016

San Diego County Water Authority:

Approved as to form:

By: 
Gerard E. Reed, III
Director of Engineering

By: 
Rosann Gallien,
Deputy General Counsel

(Notarial Acknowledgement of execution by GRANTOR must be attached)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)
On April 4, 2016 before me, Ellen Hutter, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Gerard E. Reed, III
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Ellen Hutter
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant Deed Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the real property conveyed by this instrument to the City of San Diego, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of San Diego pursuant to authority conferred by Resolution No. 250320, adopted by the Council of the City of San Diego on October 1, 1979, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____ By: _____

Cybele Thompson, Director
Real Estate Assets Department

WHEN RECORDED MAIL TO:

William L. Busch, SR/WA
San Diego County Water Authority
4677 Overland Avenue
San Diego, CA 92123-1233

DOC # 2002-0043500

JAN 17, 2002 12:15 PM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 0.00
DC: NA

008086



13039042-0113

por 326-061-01 + 03

GRANT DEED

FG
16P
1 con
NF
OCWA

THE CITY OF SAN DIEGO (Grantor), a municipal corporation, in the County of San Diego, State of California, for a valuable consideration, GRANTS to SAN DIEGO COUNTY WATER AUTHORITY (Grantee), pursuant to the terms of that agreement executed May 26, 1998, called "AGREEMENT BETWEEN THE SAN DIEGO COUNTY WATER AUTHORITY AND THE CITY OF SAN DIEGO FOR THE EMERGENCY STORAGE PROJECT (EXPANSION OF SAN VICENTE RESERVOIR)" which is incorporated herein by reference and hereinafter referred to as AGREEMENT, all that real property (Property) described as follows:

LEGAL DESCRIPTION ATTACHED
AS EXHIBIT A

Reserving unto Grantor, a perpetual easement (City Easement) and right-of-way upon, through, under, over and across the Property for the operation, maintenance, repair, and replacement of previously existing water pipe lines and/or mains, manholes, lateral pipe lines, and all other previously existing facilities together with the perpetual right to remove buildings, structures, trees, bushes undergrowth, flowers, and any other obstructions interfering with the use of the City Easement Grantor and its guests, invitees, successors or assigns, except for facilities of Grantee, and in addition thereto, to remove soil and other materials within the City Easement to use the same in such manner and at such locations as said Grantor may deem proper, needful or necessary in the replacement and maintenance of said water lines or facilities; provided however, that Grantor's use of the reserved easement shall not materially interfere with Grantee's use of the property on which the reserved easement lies, as reasonably determined by Grantee.

To have and to hold City Easement unto itself and unto its successors and assigns forever.

Grantor also reserves all rights, title, and interest in any and all subsurface natural gas, oil, minerals, and water on or under the Property provided however, that Grantor shall not exercise such reserved rights in any manner that would materially interfere with Grantee's use of the Property, as reasonably determined by Grantee.

Grantee acknowledges that the Property may be subject to flooding and that Grantor shall have no obligation to construct or maintain channels, maintain or operate reservoirs, or release water from reservoirs in such a way as to control, alleviate, or minimize potential damage to the

R-295747-2

all liability, and any and all claims and losses of any type whether for death, bodily injury, property damage or other loss, that may be incurred by Grantee as a result of flooding on the Property.

Upon completion by Grantee of all construction within the Property that is a component of Grantee's Emergency Storage Project, Grantee shall reconvey, and Grantor shall purchase from Grantee, those portions of the Property, as described in Section 4.1.1 of the AGREEMENT that are reasonably determined by Grantee not to be necessary for the operation and maintenance of Grantee's Emergency Storage Project. The price to be paid by Grantor to Grantee for the portion of Property repurchased shall be SEVEN THOUSAND SEVENTY EIGHT DOLLARS (\$7,078) per acre.

Pursuant to Section 4.1.3 of the Agreement, Grantor shall have the right of first refusal to purchase the land and pipeline from Grantee should Grantee decide to abandon the pipeline. Further, pursuant to Section 4.1.3 of the Agreement, all lands conveyed to Grantee which are necessary for the operation and maintenance of the San Vicente Project's components shall revert to grantor if Grantee shall permanently cease to operate, permanently abandon, sell or otherwise convey the components, upon payment by Grantor to Grantee of the purchase price paid by Grantee for said lands.

IN WITNESS WHEREOF, the City of San Diego has caused this deed to be executed by its City Manager, pursuant to resolution of the Council authorizing such execution, this 7th day of December, 2001.

THE CITY OF SAN DIEGO

By: 

William T. Griffith

Real Estate Assets Department Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

008088

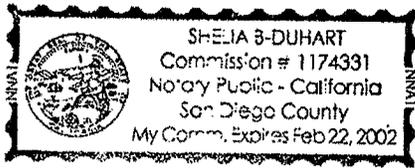
County of San Diego

On December 7, 2001 before me, Shelia B-Duhart
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared William T. Griffith
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Shelia B-Duhart
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

Name of the Notary: Shelia B-Duhart

Commission Number: 1174331 Date Commission Expires: 2/22/02

County Where Bond is Filed: San Diego

Manufacturer or Vendor Number: NNA1
(Located on both sides of the notary seal border)

Signature: *Alexandra Mout* - CHICAGO TITLE COMPANY
Firm Name (if applicable)

Place of Execution: SAN DIEGO Date: 1-16-02

FACILITIES PARCEL

That portion of the Northeast Quarter of the Southeast Quarter, Lot 3 (or the fractional Southwest Quarter of the Southeast Quarter), Lot 4 (or the fractional Southeast Quarter of the Southeast Quarter) of Section 36, Township 14 South, Range 1 West, San Bernardino Meridian in the County of San Diego, State of California, according to the Official Plat thereof, together with that portion of Lot 3 (or the fractional Northwest Quarter of the Southwest Quarter), and Lot 4 (or the fractional Southwest Quarter of the Southwest Quarter) of Section 31, Township 14 South, Range 1 East, San Bernardino Meridian in the County of San Diego, State of California, according to the Official Plat thereof, more particularly described as follows:

COMMENCING at Corner No. 4 of Rancho El Cajon as shown on Record of Survey 10520, filed in the Office of the County Recorder of San Diego County, State of California as file No. 86-159113, April 24, 1986; said point also being the Southeast corner of Section 36, Township 14 South, Range 1 West as shown on said Record of Survey 10520;

THENCE along the Southerly line of said Section 36, also being the Northerly line of Rancho El Cajon as shown on said Record of Survey 10520 North $80^{\circ}47'32''$ West (North $80^{\circ}48'05''$ West record per Record of Survey 10520), 1164.91 feet to the TRUE POINT OF BEGINNING;

THENCE continuing along said line North $80^{\circ}47'32''$ West, 424.59 feet;

THENCE leaving said line North $63^{\circ}10'11''$ East, 780.90 feet;

THENCE North $58^{\circ}35'35''$ East, 299.36 feet;

THENCE North $46^{\circ}51'46''$ East, 269.30 feet;

THENCE North $19^{\circ}10'18''$ East, 195.50 feet;

THENCE North $58^{\circ}58'49''$ West, 129.90 feet;

THENCE North $66^{\circ}09'31''$ West, 148.42 feet;

THENCE North $65^{\circ}53'40''$ West, 402.29 feet;

THENCE North $61^{\circ}40'01''$ West, 133.95 feet;

THENCE North $01^{\circ}00'44''$ East, 209.45 feet;

THENCE South $82^{\circ}41'14''$ East, 122.77 feet;

THENCE North $65^{\circ}14'42''$ East, 410.19 feet;

THENCE North $84^{\circ}55'05''$ East, 301.98 feet;

THENCE North $76^{\circ}05'35''$ East, 571.23 feet;

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THENCE South 89°28'45" East, 217.81 feet;
 THENCE North 75°12'35" East, 192.97 feet;
 THENCE North 40°43'12" East, 258.86 feet;
 THENCE North 00°30'55" East, 70.04 feet;
 THENCE South 88°33'03" East, 740.98 feet;
 THENCE South 24°03'26" West, 283.31 feet;
 THENCE South 16°49'56" East, 107.75 feet;
 THENCE South 30°22'24" West, 56.09 feet;
 THENCE South 78°34'29" West, 213.09 feet;
 THENCE South 43°50'04" West, 388.34 feet;
 THENCE South 65°19'22" West, 234.71 feet;
 THENCE North 66°11'38" West, 64.76 feet;
 THENCE South 76°26'27" West, 126.72 feet;
 THENCE South 55°48'14" West, 113.40 feet;
 THENCE North 75°26'36" West, 239.24 feet;
 THENCE South 50°18'29" West, 440.35 feet;
 THENCE South 19°34'40" West, 398.41 feet;
 THENCE South 46°08'10" West, 374.49 feet;
 THENCE South 61°15'45" West, 770.65 feet to the TRUE POINT OF BEGINNING.

CONTAINS: 43.219 Acres, more or less.

The BASIS OF BEARINGS for this legal description is the California Coordinate System, NAD 83, Zone 6, grid bearing between POINT NO. 1035 and POINT NO. 1034 as shown on Record of Survey No. 11252, filed October 8, 1987 as File No. 87-569294 in the Office of the County Recorder of San Diego County, State of California. I. E. North 11°08'45" West.

 3-9-00
 Thomas G. Harrington P.L.S. 5441 Date
 Expiration: 9-30-2000

W.O. No.
 Dwg. No.



Robert Bein, William Frost & Associates
 PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS
 9755 Clairemont Mesa Boulevard, Suite 100
 San Diego, California 92124-1324
 (619) 614-5000 FAX (619) 614-5001

CLOSURE AND AREA CALCULATIONS REPORT
 Distances/Coordinates are in Feet

March 09, 2000
 K:\25100021\DES\VIGRND.REP



***** MISCELLANEOUS AREAS (MSC) *****

***** Closure: SDCWA PARCELS AT SAN VICENTE *****

***** Closure: FACILITIES PARCEL *****

Start Point	Bearing	Distance	End Point	End Point Stored Coordinates	
				North	East
			50	1909587.2306	6353636.5339
			24	1909773.6326	6352486.6361
50	N 80 47 32 W	1164.91	25	1909841.5726	6352067.5201
24	N 80 47 32 W	424.59	26	1910194.0323	6352764.3527
25	N 63 10 11 E	780.90	27	1910350.0345	6353019.8561
26	N 58 35 35 E	299.36	28	1910534.1670	6353216.3688
27	N 46 51 46 E	269.30	29	1910718.8195	6353280.5697
28	N 19 10 18 E	195.50	30	1910785.7604	6353169.2482
29	N 58 58 49 W	129.90	31	1910845.7512	6353033.4963
30	N 66 09 31 W	148.42	32	1911010.0534	6352666.2913
31	N 65 53 40 W	402.29	49	1911073.6243	6352548.3897
32	N 61 40 01 W	133.95	33	1911283.0441	6352552.0898
49	N 01 00 44 E	209.45	36	1911267.4169	6352673.8614
33	S 82 41 14 E	122.77	37	1911439.1793	6353046.3565
36	N 65 14 42 E	410.19	38	1911465.9296	6353347.1506
37	N 84 55 05 E	301.98	39	1911603.2215	6353901.6381
38	N 76 05 35 E	571.23	40	1911601.2415	6354119.4411
39	S 89 28 45 E	217.81	41	1911650.5021	6354306.0136
40	N 75 12 35 E	192.97	42	1911846.6948	6354474.8859
41	N 40 43 12 E	258.86	43	1911916.7358	6354475.5159
42	N 00 30 55 E	70.04	44	1911897.9955	6355216.2560
43	S 88 33 03 E	740.98	45	1911639.2920	6355100.7644
44	S 24 03 26 W	283.31	46	1911536.1606	6355131.9649
45	S 16 49 56 E	107.75			

2096

46	S	30	22	24	W	56.09	47	1911487.7699	6355103.6045
47	S	78	34	29	W	213.09	48	1911445.5594	6354894.7416
48	S	43	50	04	W	388.34	15	1911165.4355	6354625.7880
15	S	65	19	22	W	234.71	16	1911067.4442	6354412.5151
16	N	66	11	38	W	64.76	17	1911093.5846	6354353.2643
17	S	76	26	27	W	126.72	18	1911063.8742	6354230.0726
18	S	55	48	14	W	113.40	19	1911000.1433	6354136.2813
19	N	75	26	36	W	239.24	20	1911060.2741	6353904.7182
20	S	50	18	29	W	440.35	21	1910779.0403	6353565.8736
21	S	19	34	40	W	398.41	22	1910403.6652	6353432.3717
22	S	46	08	10	W	374.49	23	1910144.1617	6353162.3681
23	S	61	15	45	W	770.65	24	1909773.6326	6352486.6361
24	S	80	47	32	E	1164.91	50	1909587.2306	6353636.5339

Closure ERROR: N 74 15 43 E 0.0138 ft. 1909587.2269 6353636.5206
 Closure Precision: 1 / 871130 0.0037 0.0133

MSC PERIMETER is 12021.60 feet.

AREA of FACILITIES PARCEL is 1882637.691 SF.....or 43.2194 Acres

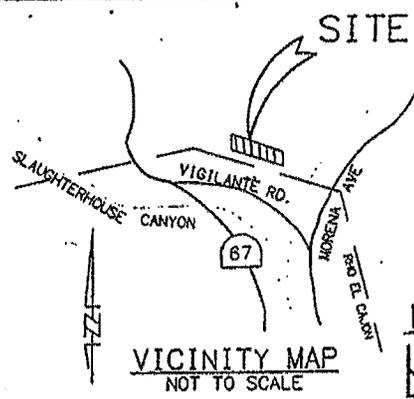
EXHIBIT "B"

008097

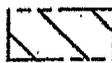
BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS THE CCS, NAD 83, ZONE 6, GRID BEARING BETWEEN PT. # 1035 AND PT. # 1034 OF RECORD OF SURVEY 11252, RECORDED OCTOBER 8, 1987, SAN DIEGO, I.E. N11°08'45"W

SCALE: 1"=500'



LEGEND

-  INDICATES FACILITIES PARCEL (AREA=43.219 ACRES)
- () INDICATES RECORD DATA PER RECORD OF SURVEY 10520

T14S R1E SECTION 31

APN
326-061-01
326-061-03
326-061-04
329-121-01

R.O.S. 9942

R.O.S. 3677

PARCEL "C"
R.O.S. 13399

PARCEL "B"
PARCEL "A"

T14S R1W SECTION 36

SAN BERNARDINO MERIDIAN

DATA TABLE		
NO.	BRNG/DELTA	LENGTH
C1	N80°47'32"W	424.59'
C2	N63°10'11"E	780.90'
C3	N58°35'35"E	299.36'
C4	N46°51'46"E	269.30'
C5	N19°10'18"E	195.50'
C6	N58°58'49"W	129.90'
C7	N66°09'31"W	148.42'
C8	N65°53'40"W	402.29'
C9	N61°40'01"W	133.95'
C10	N01°00'44"E	209.45'
C11	N82°41'14"W	122.77'
C12	N65°14'42"E	410.19'
C13	N84°55'05"E	301.98'
C14	N76°05'35"E	571.23'
C15	N89°28'45"W	217.81'
C16	N75°12'35"E	192.97'
C17	N40°43'12"E	258.86'
C18	N00°30'55"E	70.04'
C19	N88°33'03"W	740.98'
C20	N24°03'26"E	283.31'
C21	N16°49'56"W	107.75'
C22	N30°22'24"E	56.09'
C23	N78°34'29"E	213.09'
C24	N43°50'04"E	388.34'
C25	N65°19'22"E	234.71'
C26	N66°11'38"W	64.76'
C27	N76°26'27"E	126.72'
C28	N55°48'14"E	113.40'
C29	N75°26'36"W	239.24'
C30	N50°18'29"E	440.35'
C31	N19°34'40"E	398.41'
C32	N46°08'10"E	374.49'
C33	N61°15'45"E	770.65'



RANCHO EL CAJON
R.O.S. 10520

P.O.C. S.E. COR. SEC. 36
N80°47'32"W 1164.91'
(N80°48'05"W)



Robert Bein, William Frost & Associates
PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS
9755 CLAIREMONT MESA BLVD • SAN DIEGO, CALIFORNIA 92124
(619) 614-5000 FAX (619) 614-5001

WATER FACILITIES PARCEL
(SDCWA AT SAN VICENTE)

008098

(R-2002-347)

RESOLUTION NUMBER R- 295747

ADOPTED ON NOV 19 2001

WHEREAS, the City of San Diego entered into an Agreement on May 26, 1998, with the San Diego County Water Authority (Authority) for their Emergency Storage Project at the Water Department's San Vicente Reservoir (San Vicente), Document No. 00-18521-1, and a similar Agreement with the Authority for their Emergency Storage Project at the Water Department's Lake Hodges Dam and Reservoir (Lake Hodges), Document No.00-18521-1.

WHEREAS, both Agreements obligate the City to convey ownership of the lands described in the Agreements to the Authority for their use during the construction of the Projects and for the Project components; and

WHEREAS, after the two projects are completed, the City shall purchase from the Authority those lands which will not be necessary for the operation and maintenance of the Authority's facilities. The purchase price per acre shall be the same as the original sale price per acre as shown in the Grant Deeds which are \$9,767 per acre for the 11.006 acres at Lake Hodges and \$7,078 per acre for the 52.132 acres at San Vicente; and

WHEREAS, the sale of the aforementioned property interests are consistent with the public interest; NOW, THEREFORE,

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

1. That specified interests of real property owned by the City at Lake Hodges, as described in the Agreement set forth above, are authorized to be sold by negotiation for the amount of \$107,500. The City's property at Lake Hodges is described, in whole, in that grant deed on file in the office of the City Clerk as Document No. RR- 295747-1

2. That specified interests of real property owned by the City at San Vicente, as described in the Agreement set forth above, are authorized to be sold by negotiation for the amount of \$369,000.

The City's property at San Vicente is described, in whole, in that grant deed on file in the office of the City Clerk as Document No. RR- 295747-2

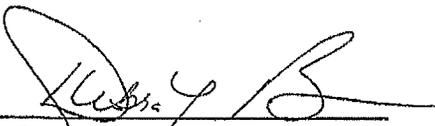
3. That the City Manager or his designee is authorized and empowered to execute, for and on behalf of the City of San Diego, a Grant Deed, a copy of which is on file in the office of the City Clerk as Document No. RR- 295747-1, granting to the San Diego County Water Authority all of the City's interests in those particular interests of real property at Lake Hodges, as more particularly described in the Grant Deed.

4. That the City Manager or his designee is authorized and empowered to execute, for and on behalf of The City of San Diego, a Grant Deed, a copy of which is on file in the office of the City Clerk as Document No. RR- 295747-2, granting to the San Diego County Water Authority all of the City's interests in those particular interests of real property at San Vicente, as more particularly described in the Grant Deed.

5. That the City Clerk is authorized and directed to deliver the Grant Deeds and a certified copy of this resolution, attested by him under seal, to the Real Estate Assets Department for further handling.

6. That the compensation paid to the City of San Diego for the property interests at Lake Hodges and at San Vicente, in the total amount of \$476,500, shall be deposited into the Water Department Capital Outlay Fund 30246.

APPROVED: CASEY GWINN, City Attorney

By 
Debra J. Bevier
Deputy City Attorney

DJB:kat
082801
Job:922758
Or.Dept:REA
R-2002-347

Passed and adopted by the Council of San Diego on November 19, 2001 by the following vote:

YEAS: PETERS, WEAR, ATKINS, STEVENS, MAIENSCHIN, FRYE, MADAFFER, INZUNZA, MAYOR MURPHY

NAY: NONE

VACANT: 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- 295747, passed and adopted by the Council of The City of San Diego, California on November 19, 2001.

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

(SEAL)

By:  Esther Ramos, Deputy

LEGAL DESCRIPTION:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 14 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS PLAT IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6, EPOCH 1991.35 GRID BEARING BETWEEN A 2" BRASS CAP STAMPED "1/4 S36 S31 1937" AND A 2" BRASS DISC IN CONCRETE STAMPED "T14S R1W T14S R1E RANCHO EL CAJON LLM 1857 T15S R1E", AS SHOWN ON RECORD OF SURVEY NO. 19818.

I.E. NORTH 00°28'35" EAST

DISTANCES SHOWN ARE GROUND LEVEL DISTANCES. THE COMBINED SCALE FACTOR AT POINT 'A' AS SHOWN HEREON IS 0.999942686. GRID DISTANCE = GROUND DISTANCE X COMBINED SCALE FACTOR. ELEVATION AT POINT 'A' IS 911.95' (N.G.V.D. 29).

LEGEND:

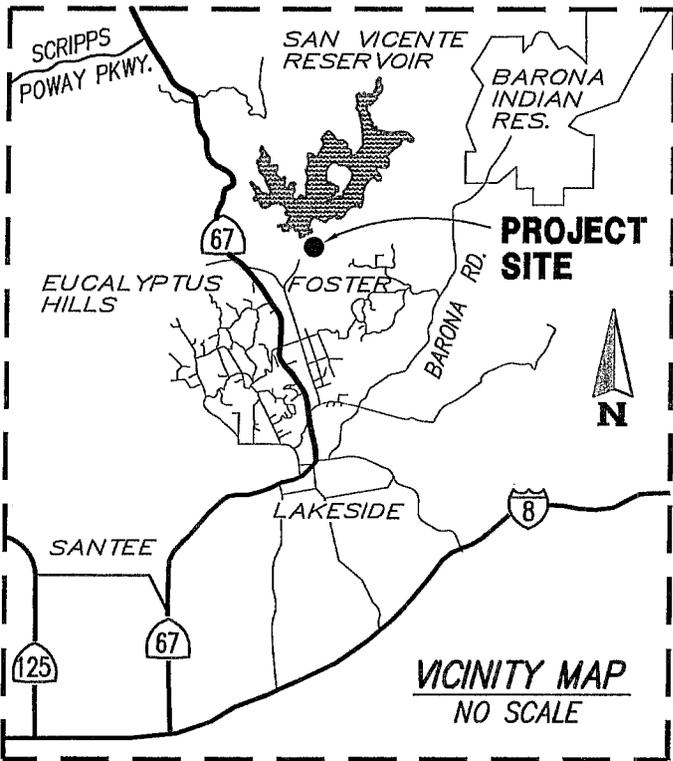


INDICATES PUMP STATION FEE PARCEL AREA = 2.546 ACRES

P.O.C. INDICATES POINT OF COMMENCEMENT

T.P.O.B. INDICATES TRUE POINT OF BEGINNING

- INDICATES FOUND MONUMENT AS NOTED
- () INDICATES GRID DISTANCE PER ROS 19818
- ① SDG&E EASEMENT PER FILE NO. 146960, REC. AUG. 16, 1965, O.R.
- ② S.D.C.W.A EASEMENT PER DOCUMENT NO. 2006-0688219, REC. SEPT. 27, 2006, O.R.
- ③ SDG&E EASEMENT PER DOCUMENT NO. 2008-0430285, REC. AUG. 12, 2008, O.R.



- ① SAN VICENTE RESERVOIR INTERCONNECT PIPELINE EASEMENT
- ② VALLEY FLOOR PIPELINE, ACCESS & UTILITY EASEMENT
- ③ PUMP STATION ACCESS & UTILITY EASEMENT



Gary L. Hus 01-27-2016
 GARY L. HUS DATE

EXHIBIT 'B'
PUMP STATION FEE PARCEL
 SHEET 1 OF 3



PROJECT DESIGN CONSULTANTS
 Planning | Landscape Architecture | Engineering | Survey
 701 B Street, Suite 800 San Diego, CA 92101
 619.235.6471 Tel 619.234.0349 Fax

NE 1/4
SECTION 36

SE 1/4
SECTION 36

P.O.C.

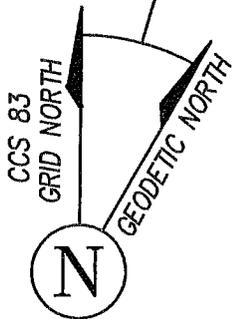
GOV'T.
LOT 2

R.1W.

R.1E.

MARINA ACCESS ROAD

-0°22'20.80772"



CONVERGENCE ANGLE
AT POINT 'A'
SCALE: 1"=200'

T.14S.
690.51' (690.47')

T.14S.
2644.83'
(2644.68')

T.P.O.B.

N76°05'35"E
69.03'

N84°55'05"E
282.20'

N09°16'22"W
114.26'

N05°12'29"W
115.48'

N84°35'46"E
33.25'

S84°53'34"W
339.57'

S76°05'35"W
245.57'

S73°05'12"E
189.80'

S27°20'03"W
225.71'

S27°20'03"W
1954.32' (1954.21')

N00°28'35"E

FACILITIES PARCEL
GRANTED TO S.D.C.WA.
PER DOC. NO. 2002-0043500
RECORDED JAN. 17, 2002, O.R.

GOV'T.
LOT 3

LINE TABLE		
LINE	BEARING	LENGTH
L1	N64°38'03"W	9.39'
L2	N76°52'48"W	42.99'
L3	S89°34'32"W	41.70'

MARINA ACCESS ROAD

EXHIBIT 'B'
PUMP STATION
FEE PARCEL
SHEET 3 OF 3



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619.235.6471 Tel 619.234.0349 Fax

EXHIBIT 'A'
Legal Description for
LAB AND SEPTIC FEE PARCELS

That portion of the Government Lot 3 of Section 31, Township 14 South, Range 1 East, San Bernardino Meridian, in the County of San Diego, State of California, as described in the "Facilities Parcel" granted to the San Diego County Water Authority by Grant Deed recorded January 17, 2002 as Document No. 2002-0043500 of Official Records of said County; more particularly described as follows:

Parcel 'A' (Lab)

Commencing at a 2" brass cap stamped as shown on Record of Survey No. 19818, marking the common Quarter corner of said Section 36, Township 14 South, Range 1 West and Section 31, Township 14 South, Range 1 East, said corner bears North 00°28'35" East, 2644.83 feet from a 2" brass disc in concrete stamped as shown on said Record of Survey No. 19818, marking the common corner of said Sections 36 and 31, and Rancho Corner No. 4 of Rancho El Cajon; thence along the East line of said Southeast Quarter of Section 36 South 00°28'35" West, 690.51 feet to a point on the North line of said "Facilities Parcel" per Document No. 2002-0043500; thence leaving said East line and along said North line South 76°05'35" West, 245.57 feet to an angle point on the Pump Station Fee Parcel; thence leaving said North line and along the Northeasterly line of the Pump Station Fee Parcel South 73°05'12" East, 189.27 feet to an angle point on the Southerly line of the San Vicente Reservoir Interconnect Pipeline Easement; thence leaving said Northeasterly line and along said Southerly line North 77°46'08" East, 311.35 feet to the **True Point of Beginning**; thence continuing along said Southerly line the following courses: North 09°35'50" West, 30.31 feet; thence North 85°21'42", 133.74 feet; thence North 90°00'00" East, 166.75 feet; thence continuing along said Southerly line and the Southerly extension thereof South 00°00'00" East, 82.05 feet; thence leaving said Southerly extension North 90°00'00" West, 166.37 feet to a point herein referred to as **Point 'A'**; thence South 81°47'01" West, 119.98 feet; thence North 09°35'50" West, 59.32 feet to the **True Point of Beginning**.

Said parcel contains 24,512 square feet or 0.563 acre, more or less.

Parcel 'B' (Septic)

Beginning at the above described **Point 'A'**; thence along the South line of the above described Parcel 'A' South 81°47'01" West, 13.74 feet; thence leaving said South line South 00°00'09" West, 138.43 feet; thence North 52°47'21" East, 62.78 feet; thence North 00°00'09" East, 102.43 feet to a point on said South line; thence along said South line North 90°00'00" West, 36.41 feet to the **Point of Beginning**.

Said parcel B contains 6,057 square feet or 0.139 acre, more or less.

LEGAL DESCRIPTION:

A PORTION OF GOVERNMENT LOT 3 OF SECTION 31, TOWNSHIP 14 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS PLAT IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6, EPOCH 1991.35 GRID BEARING BETWEEN A 2" BRASS CAP STAMPED "1/4 S36 S31 1937" AND A 2" BRASS DISC IN CONCRETE STAMPED "T14S R1W T14S R1E RANCHO EL CAJON LLM 1857 T15S R1E", AS SHOWN ON RECORD OF SURVEY NO. 19818.

I.E. NORTH 00°28'35" EAST

DISTANCES SHOWN ARE GROUND LEVEL DISTANCES. THE COMBINED SCALE FACTOR AT POINT 'A' AS SHOWN HEREON IS 0.999942686. GRID DISTANCE = GROUND DISTANCE X COMBINED SCALE FACTOR. ELEVATION AT POINT 'A' IS 911.95' (N.G.V.D. 29).

LEGEND:

 INDICATES LAB AND SEPTIC FEE PARCELS
 PARCEL 'A' AREA = 0.563 ACRE
 PARCEL 'B' AREA = 0.139 ACRE

P.O.C. INDICATES POINT OF COMMENCEMENT

T.P.O.B. INDICATES TRUE POINT OF BEGINNING

● INDICATES FOUND MONUMENT AS NOTED

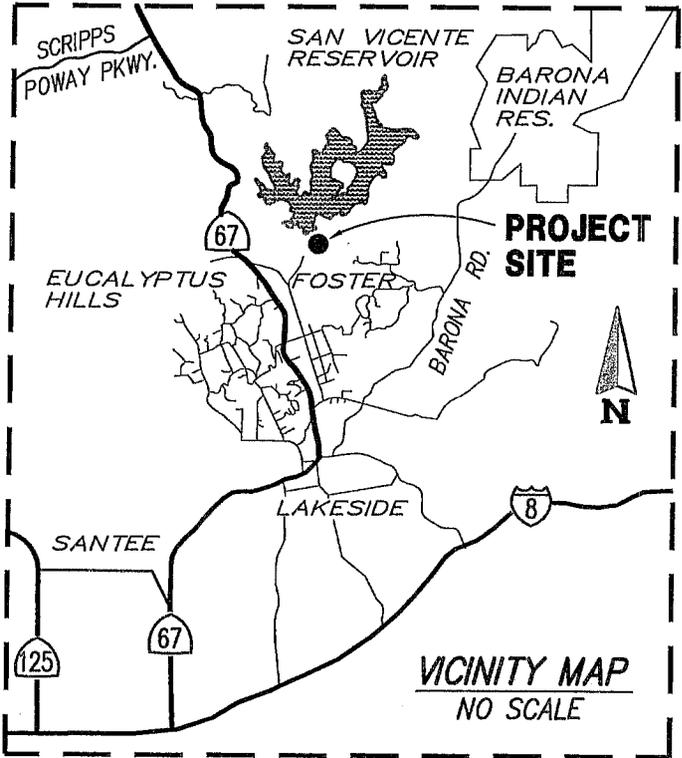
() INDICATES GRID DISTANCE PER ROS 19818

① SDG&E EASEMENT PER DOCUMENT NO.'S 2006-0257490, REC. APRIL 13, 2006 AND 2006-0675905, REC. SEPT. 22, 2006; O.R.

② SDG&E EASEMENT PER DOCUMENT NO. 2006-0675904, REC. SEPT. 22, 2006, O.R.

③ S.D.C.W.A EASEMENT PER DOCUMENT NO. 2006-0688221, REC. SEPT. 27, 2006, O.R.

④ SDG&E EASEMENT PER DOCUMENT NO. 2012-0660817, REC. OCT. 26, 2012, O.R.



-  PROPOSED SAN VICENTE RESERVOIR INTERCONNECT PIPELINE EASEMENT
-  PROPOSED LAB AND SEPTIC FACILITY ACCESS & UTILITY EASEMENT
-  PROPOSED SAN VICENTE INTERCONNECT PIPELINE ACCESS & UTILITY EASEMENT

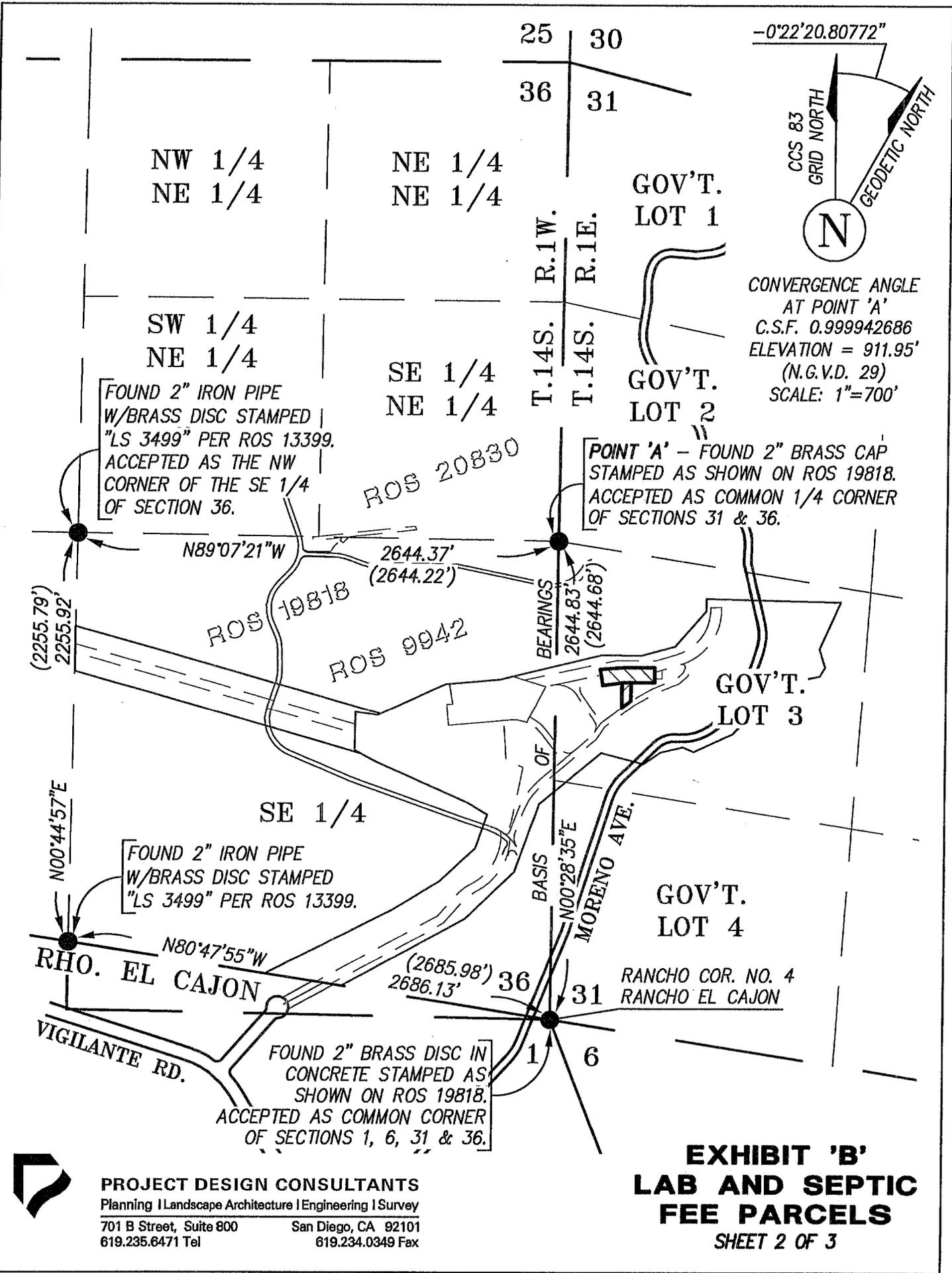


Gary L. Hus 01-27-2016
 GARY L. HUS DATE

EXHIBIT 'B'
LAB AND SEPTIC
FEE PARCELS
 SHEET 1 OF 3



PROJECT DESIGN CONSULTANTS
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 619.235.6471 Tel 619.234.0349 Fax



NW 1/4
NE 1/4

NE 1/4
NE 1/4

SW 1/4
NE 1/4

SE 1/4
NE 1/4

GOV'T.
LOT 1

GOV'T.
LOT 2

GOV'T.
LOT 3

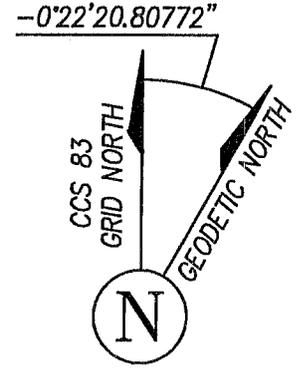
GOV'T.
LOT 4

FOUND 2" IRON PIPE
W/BRASS DISC STAMPED
"LS 3499" PER ROS 13399.
ACCEPTED AS THE NW
CORNER OF THE SE 1/4
OF SECTION 36.

POINT 'A' - FOUND 2" BRASS CAP
STAMPED AS SHOWN ON ROS 19818.
ACCEPTED AS COMMON 1/4 CORNER
OF SECTIONS 31 & 36.

FOUND 2" IRON PIPE
W/BRASS DISC STAMPED
"LS 3499" PER ROS 13399.

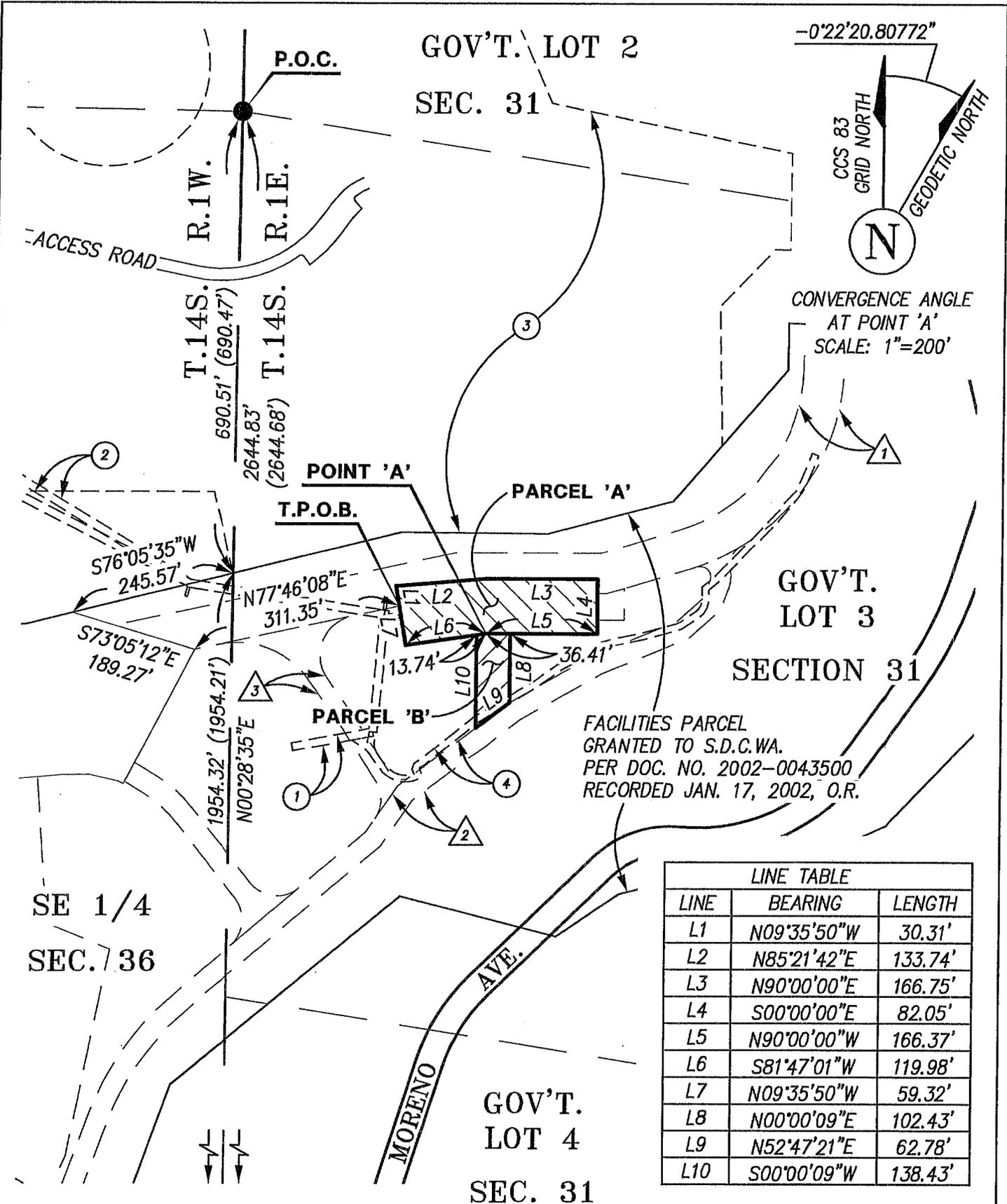
FOUND 2" BRASS DISC IN
CONCRETE STAMPED AS
SHOWN ON ROS 19818.
ACCEPTED AS COMMON CORNER
OF SECTIONS 1, 6, 31 & 36.



CONVERGENCE ANGLE
AT POINT 'A'
C.S.F. 0.999942686
ELEVATION = 911.95'
(N.G.V.D. 29)
SCALE: 1"=700'

PROJECT DESIGN CONSULTANTS
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EXHIBIT 'B'
LAB AND SEPTIC
FEE PARCELS
SHEET 2 OF 3



LINE TABLE		
LINE	BEARING	LENGTH
L1	N09°35'50"W	30.31'
L2	N85°21'42"E	133.74'
L3	N90°00'00"E	166.75'
L4	S00°00'00"E	82.05'
L5	N90°00'00"W	166.37'
L6	S81°47'01"W	119.98'
L7	N09°35'50"W	59.32'
L8	N00°00'09"E	102.43'
L9	N52°47'21"E	62.78'
L10	S00°00'09"W	138.43'

EXHIBIT 'B'
LAB AND SEPTIC FEE PARCELS
 SHEET 3 OF 3



PROJECT DESIGN CONSULTANTS
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 701 B Street, Suite 800 San Diego, CA 92101
 619.235.6471 Tel 619.234.0349 Fax

EXHIBIT 'A'
Legal Description for
SAN VICENTE 60-INCH INTERCONNECT
PIPELINE EASEMENT

That portion of the Southeast Quarter of Section 36, Township 14 South, Range 1 West, San Bernardino Meridian, in the County of San Diego, State of California, as described in the "Facilities Parcel" granted to the San Diego County Water Authority by Grant Deed recorded January 17, 2002 as Document No. 2002-0043500 of Official Records of said County; being an easement 50.00 feet in width, the centerline being more particularly described as follows:

Commencing at a 2" brass disc in concrete stamped as shown on Record of Survey No. 19818, marking the common corner of said Section 36, Township 14 South, Range 1 West and Section 31, Township 14 South, Range 1 East, and Rancho Corner No. 4 of Rancho El Cajon; said corner bears South 00°28'35" West, 2644.83 feet from a 2" brass cap stamped as shown on Record of Survey No. 19818, marking the common Quarter corner of said Section 36 and Section 31; thence along the North line of said Rancho El Cajon North 80°47'40" West, 1262.49 feet to the **True Point of Beginning**, also being on the centerline of Construction Plans entitled "San Vicente Interconnect Pipeline and 12-inch Potable Water Line" per S.D.C.W.A. Specification No. 518 dated March 2006, and as shown on Record of Survey No. 19052; thence leaving said North line and along said centerline North 61°15'19" East, 730.23 feet to station 38+81.975; thence continuing along said centerline the following courses; North 41°06'37" East, 143.83 feet to the beginning of a tangent curve, concave Southeasterly, having a radius of 310.00 feet; thence Northeasterly along the arc of said curve 108.21 feet through a central angle of 20°00'00"; thence North 61°06'37" East, 15.63 feet to the beginning of a tangent curve, concave Northwesterly, having a radius of 310.00 feet; thence Northeasterly along the arc of said curve 345.19 feet through a central angle of 63°48'00" to the **Point of Terminus**, also being on the Northeasterly edge of the Marina Access Road per Construction Plans entitled "San Vicente Dam Raise Project Package 3 Roller-Compacted Concrete Dams and Appurtenant Facilities" per S.D.C.W.A. Specification No. 592 dated May 2010, and a point on the Southerly line of the Valley Floor Pipeline, Access and Utility Easement.

The sidelines at the Southwesterly terminus shall be lengthened or shortened to terminate on the Northerly line of said Rancho El Cajon, and the sidelines at the Northeasterly terminus shall be lengthened or shortened to terminate on the Northeasterly edge of said Marina Access Road, also being on said Southerly line of the Valley Floor Pipeline, Access and Utility Easement, and on a curve concave Southwesterly having a radius of 287.00 feet, a radial from said point of terminus bears South 37°51'45" West.

Said parcel contains 67,122 square feet or 1.541 acres, more or less.

Attached hereto is a drawing labeled Exhibit 'B' and by this reference made a part hereof.

All distances in the above legal description are ground level distances, and bearings are based upon the California Coordinate System of 1983, Zone 6, Epoch 1991.35.

This legal description was prepared by me or under my direction in conformance with the Land Surveyors' Act.


GARY L. HUS 01-27-2016
LS 7019 DATE



LEGAL DESCRIPTION:

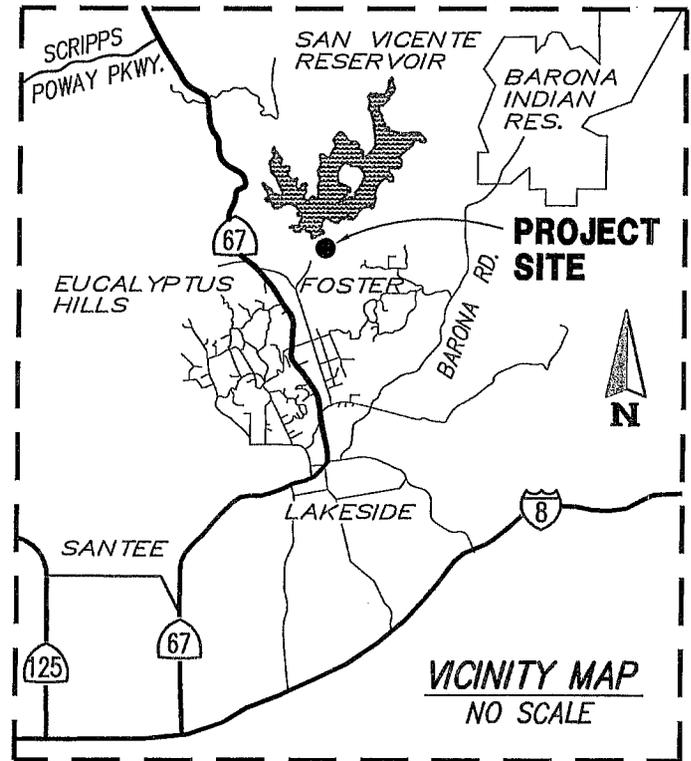
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 14 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS PLAT IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6, EPOCH 1991.35 GRID BEARING BETWEEN A 2" BRASS CAP STAMPED "1/4 S36 S31 1937" AND A 2" BRASS DISC IN CONCRETE STAMPED "T14S R1W T14S R1E RANCHO EL CAJON LLM 1857 T15S R1E", AS SHOWN ON RECORD OF SURVEY NO. 19818.

I.E. NORTH 00°28'35" EAST

DISTANCES SHOWN ARE GROUND LEVEL DISTANCES. THE COMBINED SCALE FACTOR AT POINT 'A' AS SHOWN HEREON IS 0.999942686. GRID DISTANCE = GROUND DISTANCE X COMBINED SCALE FACTOR. ELEVATION AT POINT 'A' IS 911.95' (N.G.V.D. 29).



LEGEND:

 INDICATES SAN VICENTE 60-INCH INTERCONNECT PIPELINE EASEMENT AREA = 1.541 ACRES

P.O.C. INDICATES POINT OF COMMENCEMENT

T.P.O.B. INDICATES TRUE POINT OF BEGINNING

 INDICATES FOUND MONUMENT AS NOTED

() INDICATES GRID DISTANCE PER ROS 19818, UNLESS OTHERWISE NOTED

① GREAT WESTERN IMPROVEMENT CO. LICENSE PER BOOK 1388, PAGE 353 OF DEEDS, REC. DEC. 14, 1927

② S.D.C.W.A EASEMENT PER DOCUMENT NO. 2006-0688223, REC. SEPT. 27, 2006.

③ SDG&E EASEMENT PER DOCUMENT NO. 2012-0191486, REC. APRIL 3, 2012.

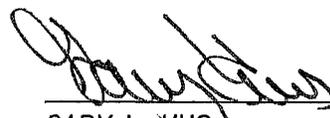
④ S.D.C.W.A. SPECIFICATION NO. 518 DATED MARCH 2006 (SHEETS S-6038 - 6040)

⑤ S.D.C.W.A. SPECIFICATION NO. 592 DATED MAY 2010

 VALLEY FLOOR PIPELINE, ACCESS AND UTILITY EASEMENT

 LAB AND SEPTIC FACILITY ACCESS & UTILITY EASEMENT

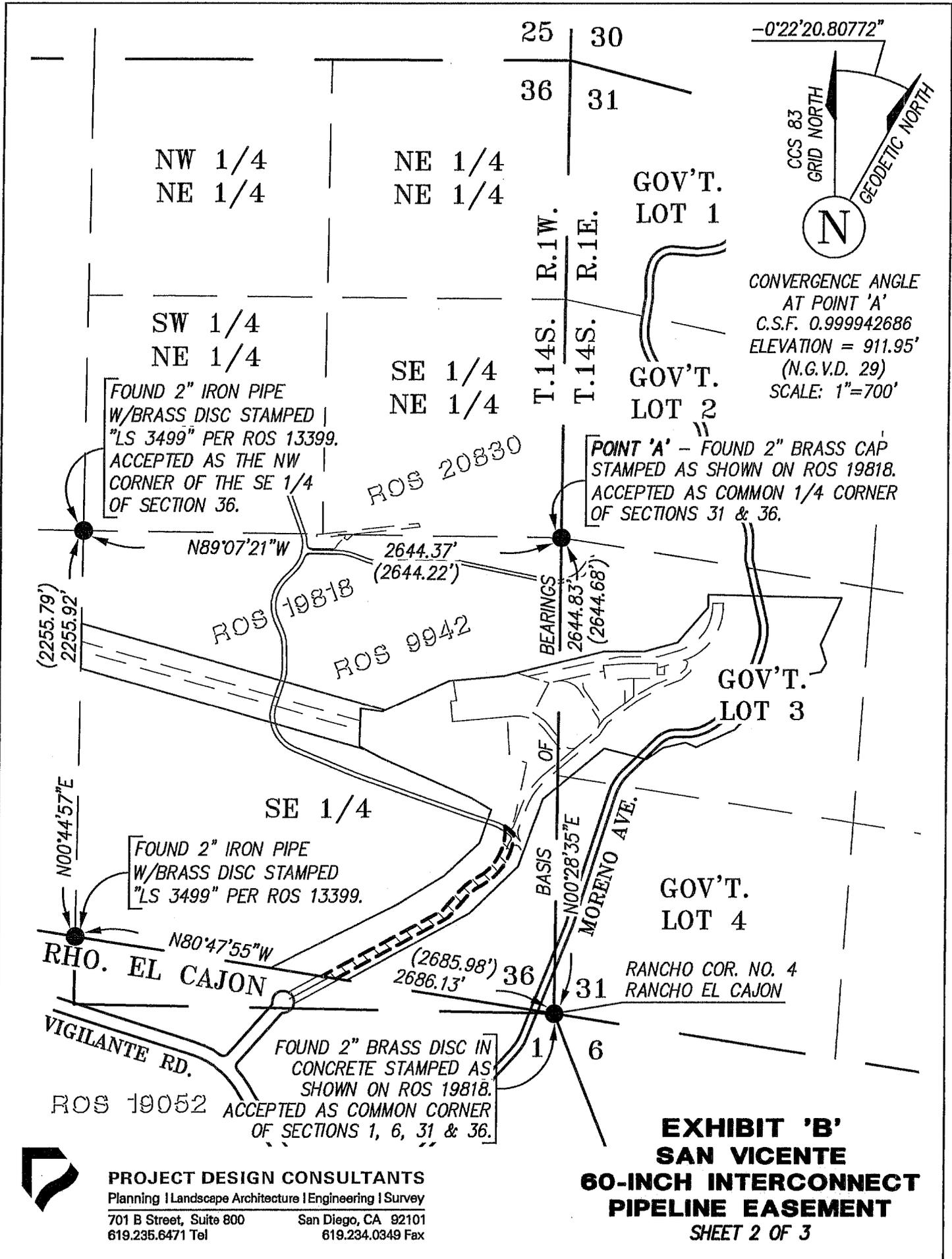



 GARY L. HUS DATE 01-27-2016



PROJECT DESIGN CONSULTANTS
 Planning | Landscape Architecture | Engineering | Survey
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 619.235.6471 Tel 619.234.0349 Fax

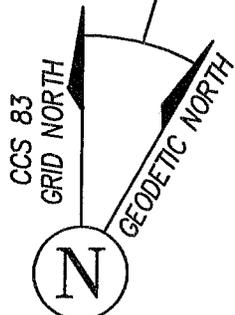
EXHIBIT 'B'
SAN VICENTE
60-INCH INTERCONNECT
PIPELINE EASEMENT
 SHEET 1 OF 3



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EXHIBIT 'B'
SAN VICENTE
60-INCH INTERCONNECT
PIPELINE EASEMENT
SHEET 2 OF 3

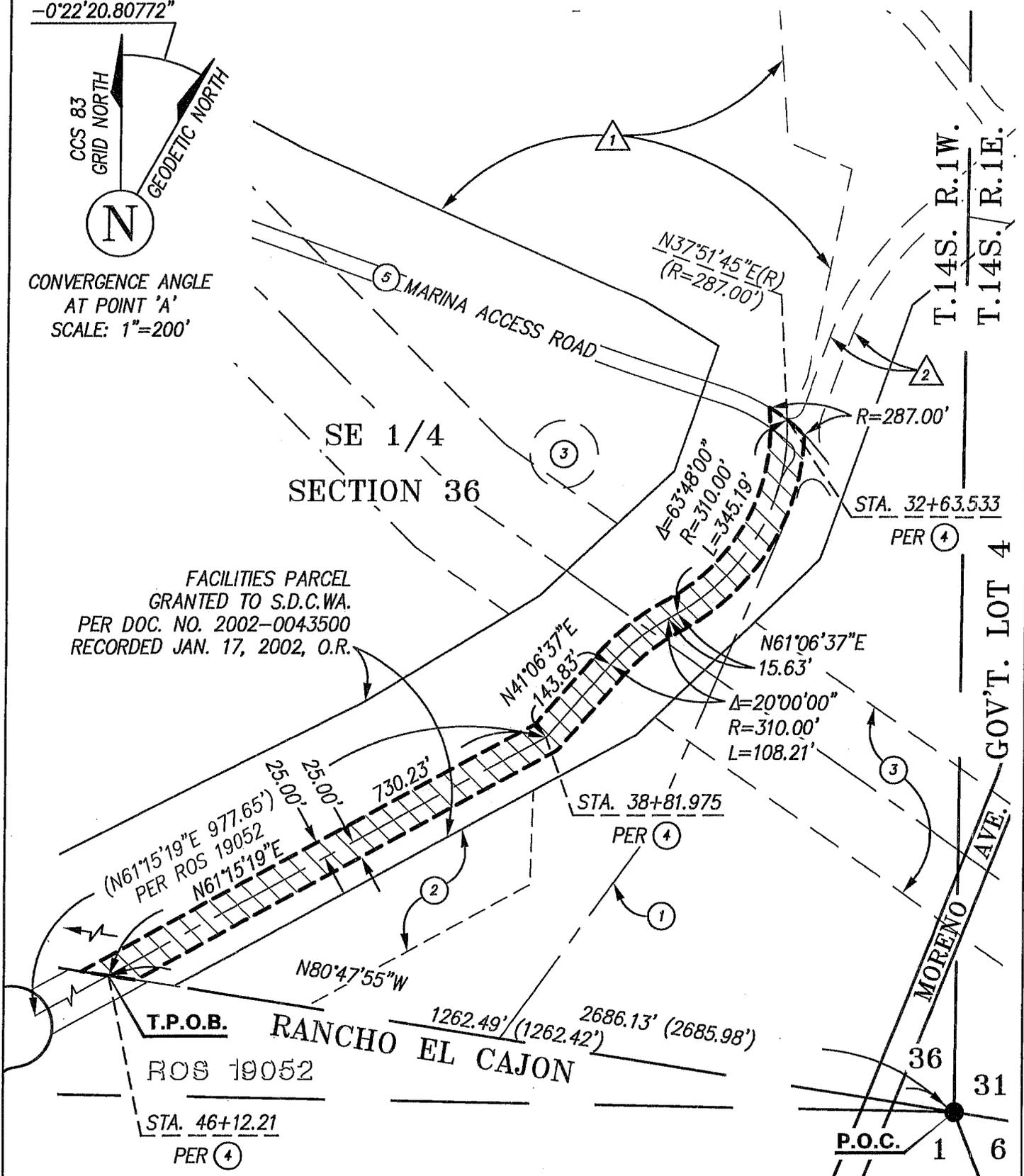
-0°22'20.80772"



CONVERGENCE ANGLE AT POINT 'A'
SCALE: 1"=200'

SE 1/4 SECTION 36

FACILITIES PARCEL GRANTED TO S.D.C.WA.
PER DOC. NO. 2002-0043500
RECORDED JAN. 17, 2002, O.R.



T.14S. R.1W.
T.14S. R.1E.

GOV'T. LOT 4

PER (4)

STA. 38+81.975
PER (4)

STA. 32+63.533
PER (4)

T.P.O.B.

ROS 19052

STA. 46+12.21
PER (4)

RANCHO EL CAJON

P.O.C.



PROJECT DESIGN CONSULTANTS
Planning | Landscape Architecture | Engineering | Survey
701 B Street, Suite 800 San Diego, CA 92101
619.235.6471 Tel 619.234.0349 Fax

EXHIBIT 'B'
SAN VICENTE
60-INCH INTERCONNECT
PIPELINE EASEMENT
SHEET 3 OF 3

EXHIBIT 'A'
Legal Description for
SAN VICENTE RESERVOIR
INTERCONNECT PIPELINE EASEMENT

That portion of the Southeast Quarter of Section 36, Township 14 South, Range 1 West, and a portion of Government Lot 3 of Section 31, Township 14 South, Range 1 East, San Bernardino Meridian, in the County of San Diego, State of California, as described in the "Facilities Parcel" granted to the San Diego County Water Authority by Grant Deed recorded January 17, 2002 as Document No. 2002-0043500 of Official Records of said County; being generally an easement 60.00 feet in width, more particularly described as follows:

Commencing at a 2" brass cap stamped as shown on Record of Survey No. 19818, marking the common Quarter corner of said Section 36, Township 14 South, Range 1 West and Section 31, Township 14 South, Range 1 East, said corner bears North 00°28'35" East, 2644.83 feet from a 2" brass disc in concrete stamped as shown on said Record of Survey No. 19818, marking the common corner of said Sections 36 and 31, and Rancho Corner No. 4 of Rancho El Cajon; thence along the East line of said Southeast Quarter of Section 36 South 00°28'35" West, 690.51 feet to a point on the North line of said "Facilities Parcel" per Document No. 2002-0043500; thence leaving said East line and along said North line South 76°05'35" West, 245.57 feet to an angle point on the Pump Station Fee Parcel; thence leaving said North line and along the Northeasterly line of said Pump Station Fee Parcel South 73°05'12" East, 66.07 feet to the **True Point of Beginning**; thence continuing along said Northeasterly line South 73°05'12" East, 123.20 feet; thence leaving said Northeasterly line North 77°46'08" East, 311.35 feet to a point on the Westerly line of the Lab and Septic Fee Parcel; thence along the Westerly, Northerly and Easterly lines of said Fee Parcel the following courses; North 09°35'50" West, 30.31 feet; thence North 85°21'42" East, 133.74 feet; thence North 90°00'00" East, 166.75 feet; thence South 00°00'00" East, 21.71 feet; thence leaving the Easterly line of said Fee Parcel South 89°55'34" East, 12.92 feet; thence North 73°20'54" East, 128.80 feet to the beginning of a tangent curve, concave Northwesterly, having a radius of 320.00 feet; thence Northeasterly along the arc of said curve 420.04 feet through a central angle of 75°12'29"; thence North 01°51'35" West 3.79 feet; thence South 88°08'25" West, 35.00 feet to a point at end of ownership at centerline station 12+13 of Construction Plans entitled "San Vicente Dam Raise Project Package 3 Roller-Compacted Concrete Dams and Appurtenant Facilities" per S.D.C.W.A. Specification No. 592 dated May 2010; thence continuing South 88°08'25" West, 25.00 feet; thence South 01°51'35" East, 3.79 feet to the beginning of a tangent curve, concave Northwesterly, having a radius of 260.00 feet; thence Southwesterly along the arc of said curve 341.28 feet through a central angle of 75°12'29"; thence South 73°20'54" West, 119.98 feet; thence North 89°55'34" West, 216.78 feet; thence South 77°46'08" West, 516.27 feet to the **True Point of Beginning**.

Said parcel contains 64,543 square feet or 1.482 acres, more or less.

Attached hereto is a drawing labeled Exhibit 'B' and by this reference made a part hereof.

All distances in the above legal description are ground level distances, and bearings are based upon the California Coordinate System of 1983, Zone 6, Epoch 1991.35.

This legal description was prepared by me or under my direction in conformance with the Land Surveyors' Act.


GARY L. HUS 01-27-2016
LS 7019 DATE



LEGAL DESCRIPTION:

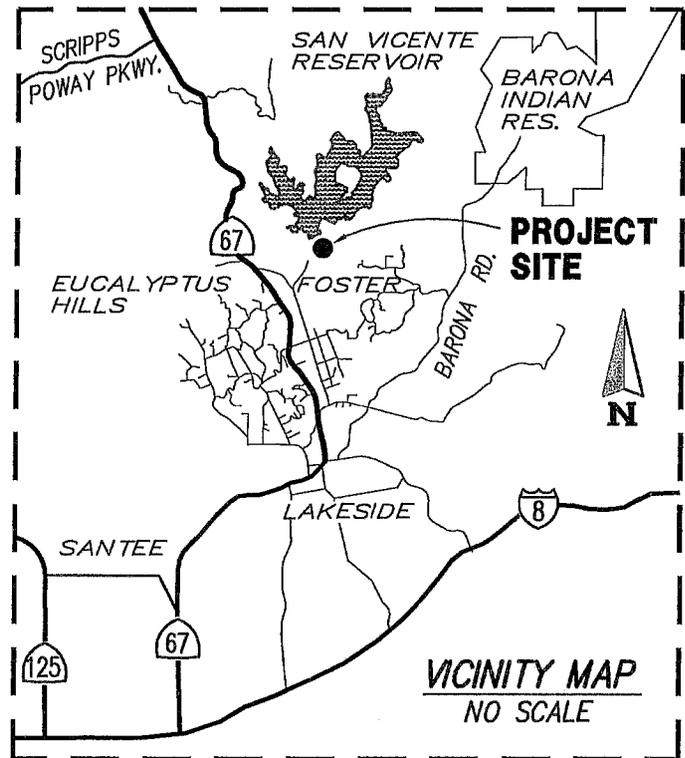
PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 14 SOUTH, RANGE 1 WEST, AND GOVERNMENT LOT 3 OF SECTION 31, TOWNSHIP 14 SOUTH, RANGE 1 EAST; ALL OF SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS PLAT IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6, EPOCH 1991.35 GRID BEARING BETWEEN A 2" BRASS CAP STAMPED "1/4 S36 S31 1937" AND A 2" BRASS DISC IN CONCRETE STAMPED "T14S R1W T14S R1E RANCHO EL CAJON LLM 1857 T15S R1E", AS SHOWN ON RECORD OF SURVEY NO. 19818.

I.E. NORTH 00°28'35" EAST

DISTANCES SHOWN ARE GROUND LEVEL DISTANCES. THE COMBINED SCALE FACTOR AT POINT 'A' AS SHOWN HEREON IS 0.999942686. GRID DISTANCE = GROUND DISTANCE X COMBINED SCALE FACTOR. ELEVATION AT POINT 'A' IS 911.95' (N.G.V.D. 29).



LEGEND:

 INDICATES SAN VICENTE RESERVOIR INTERCONNECT PIPELINE EASEMENT AREA = 1.482 ACRES

P.O.C. INDICATES POINT OF COMMENCEMENT

T.P.O.B. INDICATES TRUE POINT OF BEGINNING

- INDICATES FOUND MONUMENT AS NOTED
- () INDICATES GRID DISTANCE PER ROS 19818
- ① SDG&E EASEMENT PER DOCUMENT NO.'S 2006-0257490, REC. APRIL 13, 2006 AND 2006-0675905, REC. SEPT. 22, 2006; O.R.
- ② SDG&E EASEMENT PER DOCUMENT NO. 2006-0675904, REC. SEPT. 22, 2006, O.R.
- ③ S.D.C.W.A EASEMENT PER DOCUMENT NO. 2006-0688221, REC. SEPT. 27, 2006, O.R.
- ④ SDG&E EASEMENT PER DOCUMENT NO. 2012-0660817, REC. OCT. 26, 2012, O.R.
- ⑤ S.D.C.W.A. SPECIFICATION NO. 592 DATED MAY 2010 (SHEET 0-60)

- ① LAB AND SEPTIC FEE PARCEL
- ② LAB AND SEPTIC FACILITY ACCESS & UTILITY EASEMENT
- ③ SAN VICENTE INTERCONNECT PIPELINE ACCESS & UTILITY EASEMENT

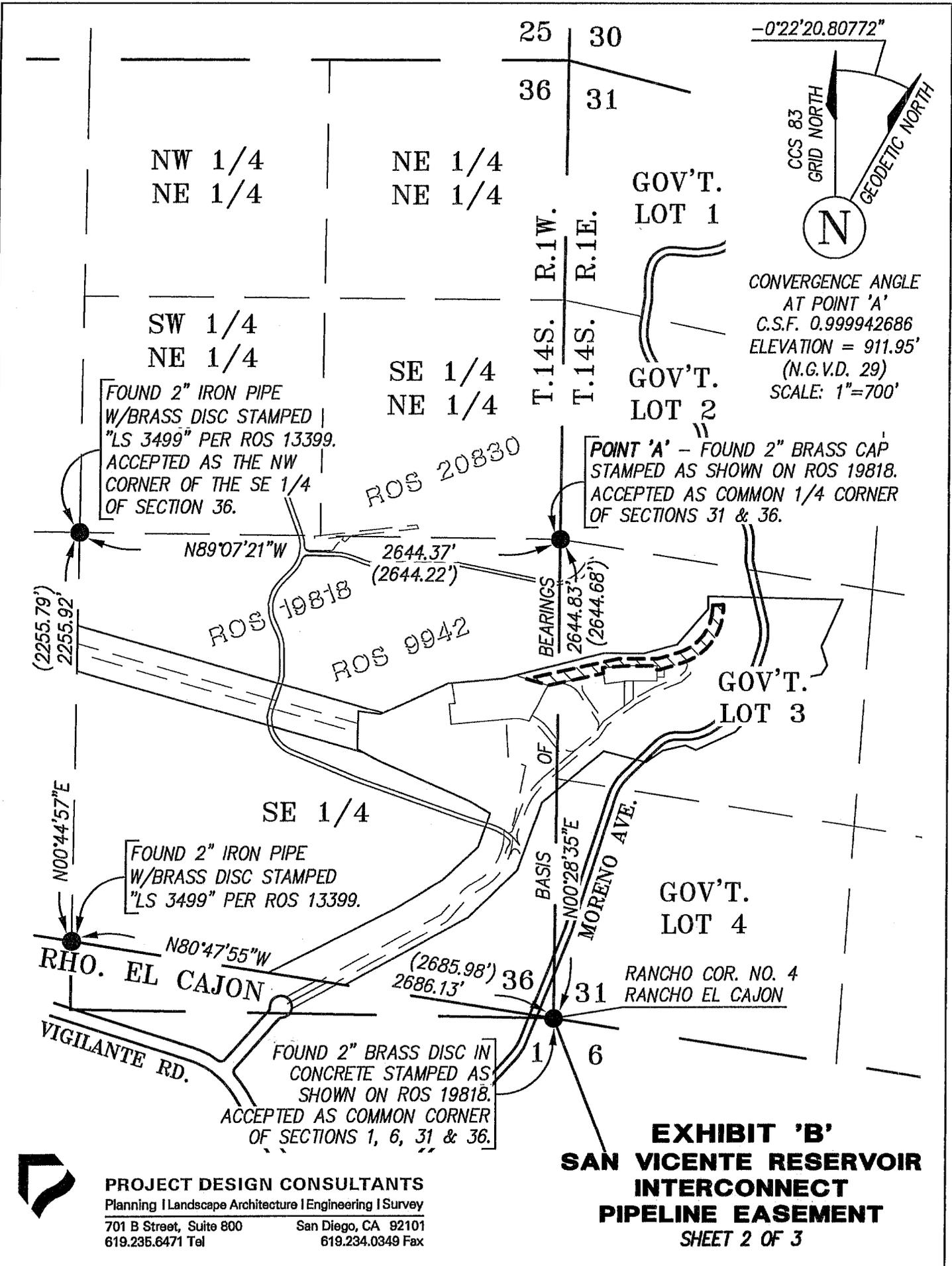


Gary L. Hus 01-27-2016
 GARY L. HUS DATE



PROJECT DESIGN CONSULTANTS
 Planning | Landscape Architecture | Engineering | Survey
 701 B Street, Suite 800 San Diego, CA 92101
 619.235.6471 Tel 619.234.0349 Fax

EXHIBIT 'B'
SAN VICENTE RESERVOIR
INTERCONNECT
PIPELINE EASEMENT
 SHEET 1 OF 3



-0°22'20.80772"

CCS 83
GRID NORTH

GEODETIC NORTH

N

CONVERGENCE ANGLE
AT POINT 'A'
C.S.F. 0.999942686
ELEVATION = 911.95'
(N.G.V.D. 29)
SCALE: 1"=700'

FOUND 2" IRON PIPE
W/BRASS DISC STAMPED
"LS 3499" PER ROS 13399.
ACCEPTED AS THE NW
CORNER OF THE SE 1/4
OF SECTION 36.

POINT 'A' - FOUND 2" BRASS CAP
STAMPED AS SHOWN ON ROS 19818.
ACCEPTED AS COMMON 1/4 CORNER
OF SECTIONS 31 & 36.

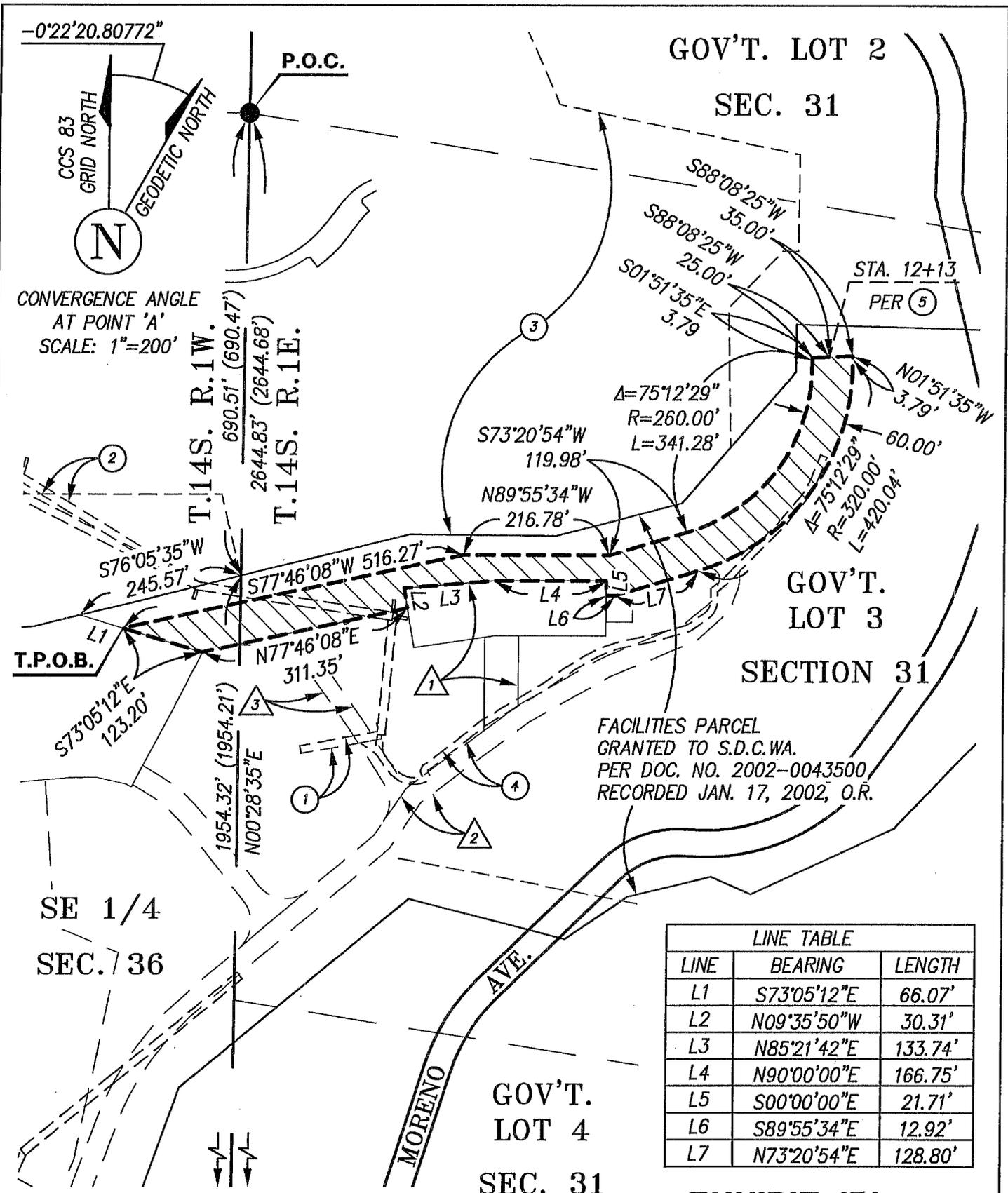
FOUND 2" IRON PIPE
W/BRASS DISC STAMPED
"LS 3499" PER ROS 13399.

FOUND 2" BRASS DISC IN
CONCRETE STAMPED AS
SHOWN ON ROS 19818.
ACCEPTED AS COMMON CORNER
OF SECTIONS 1, 6, 31 & 36.



PROJECT DESIGN CONSULTANTS
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EXHIBIT 'B'
SAN VICENTE RESERVOIR
INTERCONNECT
PIPELINE EASEMENT
 SHEET 2 OF 3



LINE TABLE		
LINE	BEARING	LENGTH
L1	S73°05'12"E	66.07'
L2	N09°35'50"W	30.31'
L3	N85°21'42"E	133.74'
L4	N90°00'00"E	166.75'
L5	S00°00'00"E	21.71'
L6	S89°55'34"E	12.92'
L7	N73°20'54"E	128.80'

EXHIBIT 'B'
SAN VICENTE RESERVOIR
INTERCONNECT
PIPELINE EASEMENT
SHEET 3 OF 3



PROJECT DESIGN CONSULTANTS
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EXHIBIT 'A'
Legal Description for
VALLEY FLOOR PIPELINE, ACCESS
AND UTILITY EASEMENT

That portion of the Southeast Quarter of Section 36, Township 14 South, Range 1 West, San Bernardino Meridian, in the County of San Diego, State of California, as described in the "Facilities Parcel" granted to the San Diego County Water Authority by Grant Deed recorded January 17, 2002 as Document No. 2002-0043500 of Official Records of said County; more particularly described as follows:

Commencing at a 2" brass cap stamped as shown on Record of Survey No. 19818, marking the common Quarter corner of said Section 36, Township 14 South, Range 1 West and Section 31, Township 14 South, Range 1 East, said corner bears North $00^{\circ}28'35''$ East, 2644.83 feet from a 2" brass disc in concrete stamped as shown on said Record of Survey No. 19818, marking the common corner of said Sections 36 and 31, and Rancho Corner No. 4 of Rancho El Cajon; thence along the East line of said Southeast Quarter of Section 36 South $00^{\circ}28'35''$ West, 690.51 feet to a point on the North line of said "Facilities Parcel" per Document No. 2002-0043500; thence leaving said East line and along said North line South $76^{\circ}05'35''$ West, 245.57 feet to an angle point on the Northerly line of the Pump Station Fee Parcel; thence continuing along said North line South $76^{\circ}05'35''$ West, 69.03 feet; thence South $84^{\circ}55'05''$ West, 282.20 feet to the **True Point of Beginning**; thence leaving said North line and along the Westerly and Southerly lines of said Pump Station Fee Parcel the following courses: South $09^{\circ}16'22''$ East, 114.26 feet; thence South $84^{\circ}35'46''$ West, 33.25 feet; thence South $05^{\circ}12'29''$ East, 115.48 feet; thence North $84^{\circ}53'34''$ East, 304.78 feet; thence leaving said Southerly line South $03^{\circ}53'17''$ East, 218.10 feet; thence South $67^{\circ}09'07''$ East, 102.48 feet; thence South $11^{\circ}33'24''$ West, 314.21 feet; thence South $22^{\circ}48'41''$ West, 20.89 feet; thence South $67^{\circ}11'19''$ East 11.30 feet to a point on the Westerly line of the Lab and Septic Facility Access and Utility Easement; thence along said Westerly line South $20^{\circ}07'38''$ West, 25.05 feet to the beginning of a tangent curve, concave Northerly, having a radius of 20.00 feet; thence Westerly along the arc of said curve 36.96 feet through a central angle of $105^{\circ}52'51''$ to a point on the Northeasterly edge of the Marina Access Road per Construction Plans entitled "San Vicente Dam Raise Project Package 3 Roller-Compacted Concrete Dams and Appurtenant Facilities" per S.D.C.W.A. Specification No. 592 dated May 2010, also being a point of reverse curve, concave Southwesterly, having a radius of 287.00 feet; thence leaving said Westerly line and Northwesterly along said Northeasterly edge and the arc of said curve 91.32 feet through a central angle of $18^{\circ}13'50''$; thence North $72^{\circ}13'22''$ West, 32.88 feet to a point on the West line of said "Facilities Parcel"; thence leaving said Northeasterly edge and along the West and North lines of said "Facilities Parcel" the following courses: North $19^{\circ}10'18''$ East, 55.22 feet; thence North $58^{\circ}58'49''$ West, 129.90 feet; thence North $66^{\circ}09'31''$ West, 148.42 feet; thence North $65^{\circ}53'40''$ West, 402.29; thence North $61^{\circ}40'01''$ West, 133.95 feet; thence North $01^{\circ}00'44''$ East, 209.45; thence South $82^{\circ}41'14''$ East, 122.77 feet; thence North $65^{\circ}14'42''$ East, 410.19 feet; thence North $84^{\circ}55'05''$ East, 19.78 feet to the **True Point of Beginning**.

Said parcel contains 376,683 square feet or 8.647 acres, more or less.

Attached hereto is a drawing labeled Exhibit 'B' and by this reference made a part hereof.

All distances in the above legal description are ground level distances, and bearings are based upon the California Coordinate System of 1983, Zone 6, Epoch 1991.35.

This legal description was prepared by me or under my direction in conformance with the Land Surveyors' Act.


GARY L. HUS 01-27-2016
LS 7019 DATE



LEGAL DESCRIPTION:

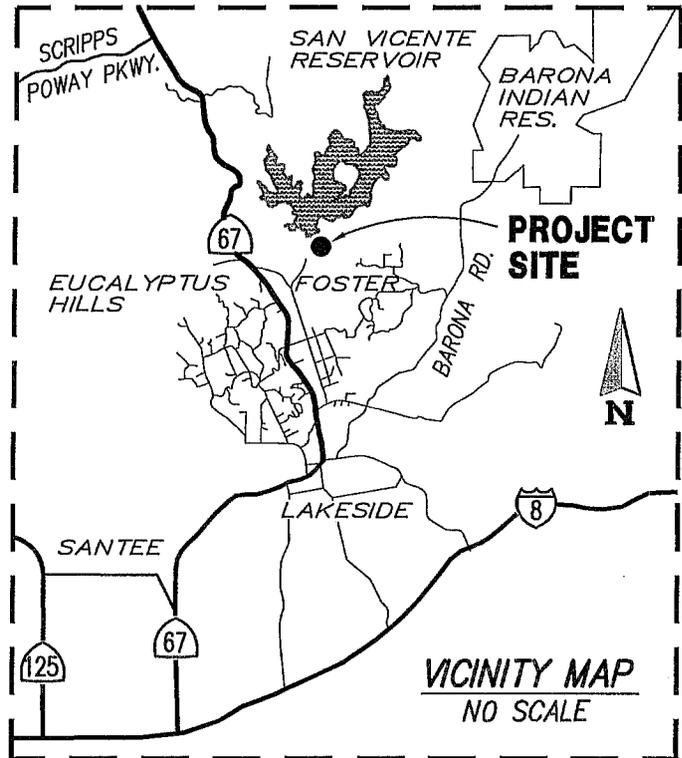
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 14 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS PLAT IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6, EPOCH 1991.35 GRID BEARING BETWEEN A 2" BRASS CAP STAMPED "1/4 S36 S31 1937" AND A 2" BRASS DISC IN CONCRETE STAMPED "T14S R1W T14S R1E RANCHO EL CAJON LLM 1857 T15S R1E", AS SHOWN ON RECORD OF SURVEY NO. 19818.

I.E. NORTH 00°28'35" EAST

DISTANCES SHOWN ARE GROUND LEVEL DISTANCES. THE COMBINED SCALE FACTOR AT POINT 'A' AS SHOWN HEREON IS 0.999942686. GRID DISTANCE = GROUND DISTANCE X COMBINED SCALE FACTOR. ELEVATION AT POINT 'A' IS 911.95' (N.G.V.D. 29).



LEGEND:

-  INDICATES VALLEY FLOOR PIPELINE, ACCESS AND UTILITY EASEMENT AREA = 8.647 ACRES
- P.O.C.** INDICATES POINT OF COMMENCEMENT
- T.P.O.B.** INDICATES TRUE POINT OF BEGINNING
-  INDICATES FOUND MONUMENT AS NOTED
- () INDICATES GRID DISTANCE PER ROS 19818
- ① S.D.C.W.A EASEMENT PER DOCUMENT NO. 2006-0688219, REC. SEPT. 27, 2006, O.R.
- ② SDG&E EASEMENT PER DOCUMENT NO. 2010-0496218, REC. SEPT. 20, 2010
- ③ SDG&E EASEMENT PER DOCUMENT NO. 2011-0414833, REC. AUG. 12, 2011
- ④ SDG&E EASEMENT PER DOCUMENT NO.'S 2013-0709211, REC. DEC. 6, 2013 AND 2014-0081508, REC. FEB. 28, 2014.

- ① PUMP STATION FEE PARCEL
- ② SAN VICENTE TUNNEL EASEMENT
- ③ SAN VICENTE 60-INCH INTERCONNECT PIPELINE EASEMENT
- ④ LAB AND SEPTIC FACILITY ACCESS & UTILITY EASEMENT

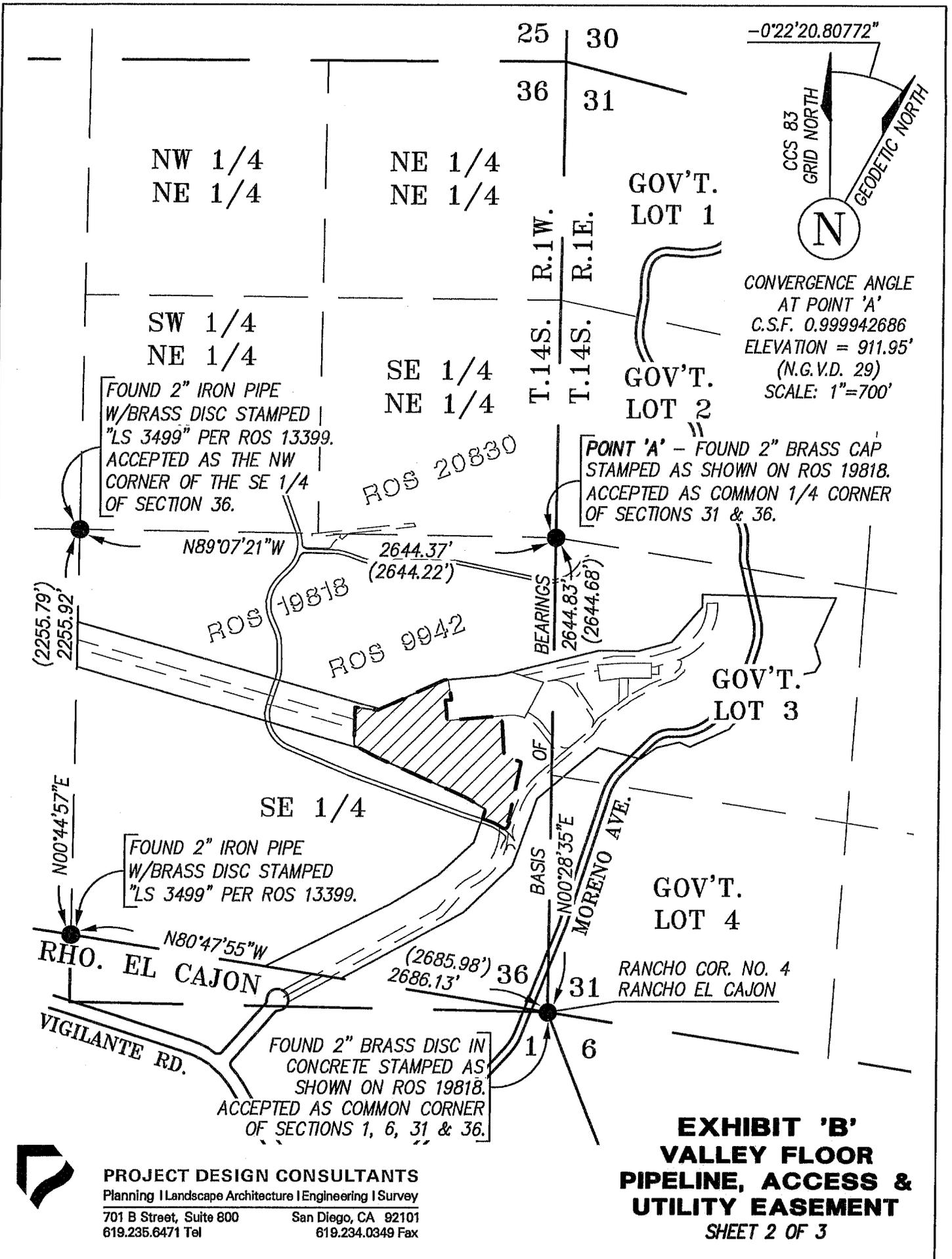


Gary L. Hus 01-27-2016
GARY L. HUS DATE

EXHIBIT 'B'
VALLEY FLOOR PIPELINE, ACCESS & UTILITY EASEMENT
SHEET 1 OF 3



PROJECT DESIGN CONSULTANTS
Planning | Landscape Architecture | Engineering | Survey
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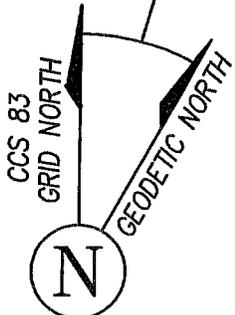


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 619.235.6471 Tel 619.234.0349 Fax

-0°22'20.80772"

NE 1/4 SECTION 36

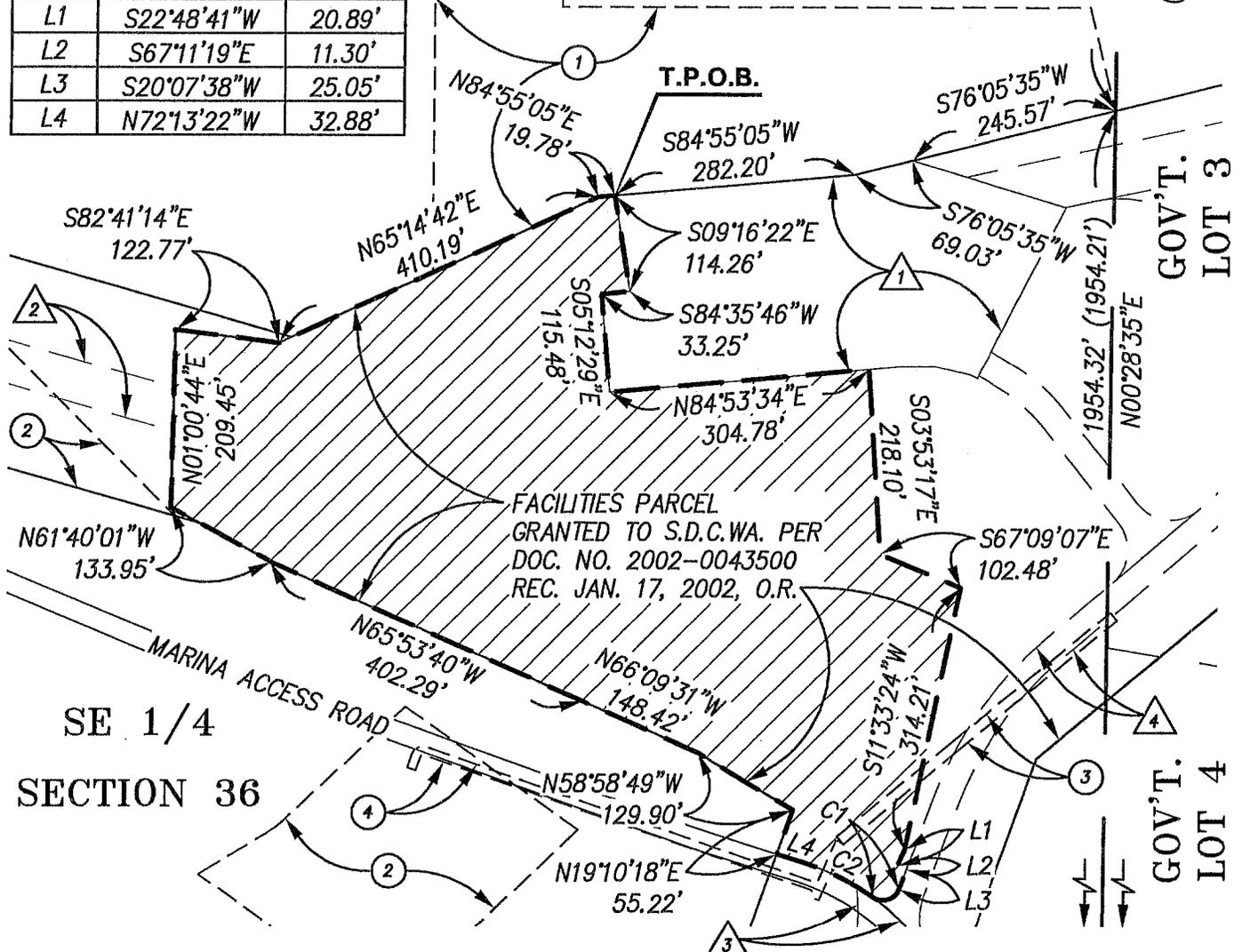
P.O.C.



CONVERGENCE ANGLE
AT POINT 'A'
SCALE: 1"=200'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	105°52'51"	20.00'	36.96'
C2	18°13'50"	287.00'	91.32'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S22°48'41"W	20.89'
L2	S67°11'19"E	11.30'
L3	S20°07'38"W	25.05'
L4	N72°13'22"W	32.88'



FACILITIES PARCEL
GRANTED TO S.D.C.WA. PER
DOC. NO. 2002-0043500
REC. JAN. 17, 2002, O.R.

SE 1/4
SECTION 36

EXHIBIT 'B'
**VALLEY FLOOR PIPELINE,
ACCESS & UTILITY EASEMENT**
SHEET 3 OF 3



PROJECT DESIGN CONSULTANTS
Planning | Landscape Architecture | Engineering | Survey
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619.235.6471 Tel 619.234.0349 Fax

EXHIBIT 'A'
Legal Description for
LAB AND SEPTIC FACILITY
ACCESS AND UTILITY EASEMENT

That portion of the Southeast Quarter of Section 36, Township 14 South, Range 1 West, and a portion of Government Lot 3 of Section 31, Township 14 South, Range 1 East, San Bernardino Meridian, in the County of San Diego, State of California, as described in the "Facilities Parcel" granted to the San Diego County Water Authority by Grant Deed recorded January 17, 2002 as Document No. 2002-0043500 of Official Records of said County; being generally an easement 30.00 feet in width, more particularly described as follows:

Parcel 'A'

Commencing at a 2" brass cap stamped as shown on Record of Survey No. 19818, marking the common Quarter corner of said Section 36, Township 14 South, Range 1 West and said Section 31, Township 14 South, Range 1 East, said corner bears North 00°28'35" East, 2644.83 feet from a 2" brass disc in concrete stamped as shown on said Record of Survey No. 19818, marking the common corner of said Sections 36 and 31, and Rancho Corner No. 4 of Rancho El Cajon; thence along the East line of said Southeast Quarter of Section 36 South 00°28'35" West, 690.51 feet to a point on the North line of said "Facilities Parcel" per Document No. 2002-0043500; thence leaving said East line and along said North line South 76°05'35" West, 245.57 feet to an angle point on the Pump Station Fee Parcel; thence leaving said North line and along the Northeasterly line of the Pump Station Fee Parcel South 73°05'12" East, 189.27 feet to an angle point on the Southerly line of the San Vicente Reservoir Interconnect Pipeline Easement; thence leaving said Northeasterly line and along said Southerly line the following courses: North 77°46'08" East, 311.35 feet; thence North 09°35'50" West, 30.31 feet; thence North 85°21'42" East, 133.74 feet; thence North 90°00'00" East, 166.75 feet; thence South 00°00'00" East, 21.71 feet to the **True Point of Beginning**; thence continuing along said Southerly line South 89°55'34" East, 12.92 feet; thence North 73°20'54" East, 27.65 feet to a point herein referred to as **Point 'A'**; thence leaving said Southerly line South 00°00'00" East, 47.33 feet; thence North 90°00'00" West, 39.41 feet to a point on the East line of Parcel 'A' of the Lab and Septic Fee Parcel; thence along said East line North 00°00'00" East, 39.43 feet to the **True Point of Beginning**.

Said parcel contains 1,658 square feet or 0.038 acre, more or less.

Parcel 'B'

Commencing at the above described **Point 'A'**, said point being on the Southerly line of said San Vicente Reservoir Interconnect Pipeline Easement; thence along said Southerly line North 73°20'54" East, 101.15 feet to the beginning of a tangent curve, concave Northwesterly, having a radius of 320.00 feet; thence Northeasterly along the arc of said

curve 10.87 feet through a central angle of $01^{\circ}56'45''$ to the **True Point of Beginning**; thence continuing along said Southerly line and the arc of said curve Northeasterly through a central angle of $12^{\circ}35'32''$, 70.33 feet to a point of cusp with a common radial bearing to the beginning of a curve, concave Southeasterly, having a radius of 30.00 feet, a radial line to said beginning bears North $31^{\circ}11'23''$ West; thence leaving said Southerly line, Southwesterly and Southeasterly along the arc of said curve 38.20 feet through a central angle of $72^{\circ}57'01''$ to the beginning of a reverse curve, concave Westerly, having a radius of 45.00 feet, a radial line to said point bears North $75^{\circ}51'36''$ East; thence Southeasterly and Southwesterly along the arc of said curve 26.89 feet through a central angle of $34^{\circ}13'57''$; thence South $20^{\circ}05'33''$ West, 35.52 feet; thence South $48^{\circ}02'53''$ West, 65.97 feet; thence South $67^{\circ}32'38''$ West, 138.46 feet; thence South $60^{\circ}27'16''$ West, 137.49 feet; thence South $52^{\circ}47'21''$, 200.07 feet; thence South $34^{\circ}12'32''$ West, 82.67; thence South $49^{\circ}35'03''$ West, 369.92 feet to the beginning of a tangent curve, concave Southeasterly, having a radius of 415.00 feet; thence Southwesterly along the arc of said curve 213.36 feet through a central angle of $29^{\circ}27'25''$; thence South $20^{\circ}07'38''$ West, 111.82 feet to the beginning of a tangent curve, concave Northeasterly, having a radius of 80.00 feet; thence Southwesterly and Southeasterly along the arc of said curve 76.92 feet through a central angle of $55^{\circ}05'22''$ to a point on the Northeasterly edge of the Marina Access Road per Construction Plans entitled "San Vicente Dam Raise Project Package 3 Roller-Compacted Concrete Dams and Appurtenant Facilities" per S.D.C.W.A. Specification No. 592 dated May 2010; thence along said Northeasterly edge North $34^{\circ}57'44''$ West, 4.84 feet to the beginning of a tangent curve, concave Southwesterly, having a radius of 287.00 feet; thence Northwesterly along the arc of said curve 95.32 feet through a central angle of $19^{\circ}01'47''$ to a point of cusp with a common radial bearing and the beginning of a curve, concave Northwesterly, having a radius of 20.00 feet, a radial line to said beginning bears North $36^{\circ}00'29''$ East; thence leaving said Northeasterly edge, Southeasterly and Northeasterly along the arc of said curve 36.96 feet through a central angle of $105^{\circ}52'51''$; thence North $20^{\circ}07'38''$ East, 114.72 feet to the beginning of a tangent curve, concave Southeasterly, having a radius of 445.00 feet; thence Northeasterly along the arc of said curve 228.78 feet through a central angle of $29^{\circ}27'25''$; thence North $49^{\circ}35'03''$ East, 365.87 feet; thence North $34^{\circ}12'32''$ East, 83.53 feet; thence North $52^{\circ}47'21''$ East, 206.99 feet; thence North $60^{\circ}27'16''$ East, 141.36 feet; thence North $67^{\circ}32'38''$ East, 135.17 feet; thence North $48^{\circ}02'53''$ East, 53.35 feet; thence North $20^{\circ}05'33''$ East, 28.05 feet to the beginning of a tangent curve, concave Southwesterly, having a radius of 15.00 feet; thence Northeasterly, Northwesterly and Southwesterly along the arc of said curve 30.27 feet through a central angle of $115^{\circ}38'23''$; thence South $84^{\circ}27'10''$ West, 5.05 feet to the **True Point of Beginning**.

Said parcel contains 43,536 square feet or 0.999 acre, more or less.

Attached hereto is a drawing labeled Exhibit 'B' and by this reference made a part hereof.

All distances in the above legal description are ground level distances, and bearings are based upon the California Coordinate System of 1983, Zone 6, Epoch 1991.35.

This legal description was prepared by me or under my direction in conformance with the Land Surveyors' Act.

 01-27-2016
GARY L. HUS DATE
LS 7019



LEGAL DESCRIPTION:

PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 14 SOUTH, RANGE 1 WEST, AND GOVERNMENT LOT 3 OF SECTION 31, TOWNSHIP 14 SOUTH, RANGE 1 EAST; ALL OF SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS PLAT IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6, EPOCH 1991.35 GRID BEARING BETWEEN A 2" BRASS CAP STAMPED "1/4 S36 S31 1937" AND A 2" BRASS DISC IN CONCRETE STAMPED "T14S R1W T14S R1E RANCHO EL CAJON LLM 1857 T15S R1E", AS SHOWN ON RECORD OF SURVEY NO. 19818.

I.E. NORTH 00°28'35" EAST

DISTANCES SHOWN ARE GROUND LEVEL DISTANCES. THE COMBINED SCALE FACTOR AT POINT 'A' AS SHOWN HEREON IS 0.999942686. GRID DISTANCE = GROUND DISTANCE X COMBINED SCALE FACTOR. ELEVATION AT POINT 'A' IS 911.95' (N.G.V.D. 29).

LEGEND:

 INDICATES LAB AND SEPTIC FACILITY ACCESS & UTILITY EASEMENT
 PARCEL 'A' AREA = 0.038 ACRE
 PARCEL 'B' AREA = 0.999 ACRE

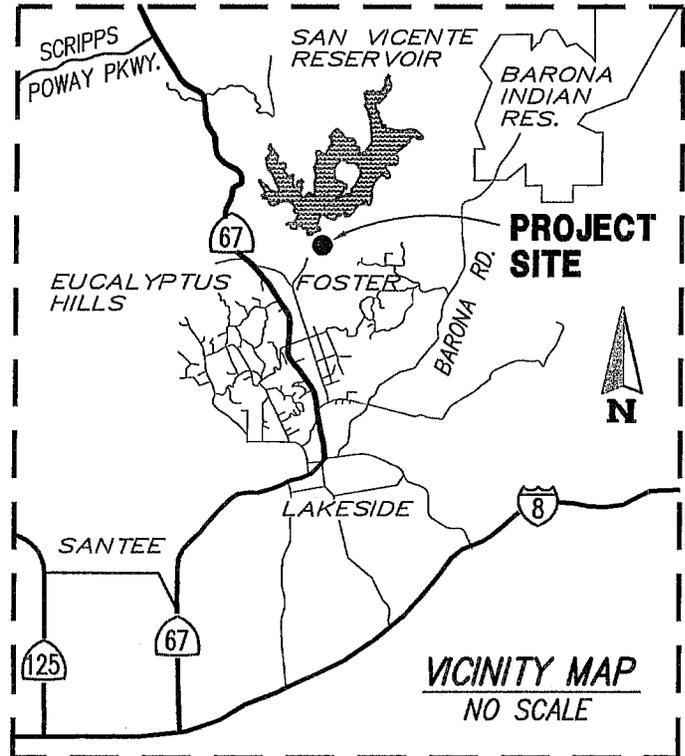
P.O.C. INDICATES POINT OF COMMENCEMENT

T.P.O.B. INDICATES TRUE POINT OF BEGINNING

- INDICATES FOUND MONUMENT AS NOTED
- () INDICATES GRID DISTANCE PER ROS 19818
- ① SDG&E EASEMENT PER FILE NO. 146960, REC. AUG. 16, 1965
- ② SDG&E EASEMENT PER DOCUMENT NO. 2003-1345704, REC. NOV. 6, 2003.
- ③ SDG&E EASEMENT PER DOCUMENT NO. 2008-0417405, REC. AUG. 5, 2008.
- ④ SDG&E EASEMENT PER DOCUMENT NO. 2008-0430285, REC. AUG. 12, 2008.
- ⑤ SDG&E EASEMENT PER DOCUMENT NO. 2008-0486483, REC. _____, 2008.
- ⑥ SDG&E EASEMENT PER DOCUMENT NO. 2011-0414833, REC. AUG. 12, 2011.
- ⑦ SDG&E EASEMENT PER DOCUMENT NO. 2012-0660817, REC. OCT. 26, 2012.
- ⑧ S.D.C.W.A. SPECIFICATION NO. 592



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 619.235.6471 Tel 619.234.0349 Fax



- ① PUMP STATION FEE PARCEL
- ② LAB AND SEPTIC FEE PARCEL
- ③ SAN VICENTE 60-INCH INTERCONNECT PIPELINE EASEMENT
- ④ SAN VICENTE RESERVOIR INTERCONNECT PIPELINE EASEMENT
- ⑤ PUMP STATION ACCESS & UTILITY ESMT.
- ⑥ SAN VICENTE INTERCONNECT PIPELINE ACCESS & UTILITY EASEMENT



Gary L. Hus 01-27-2016
 GARY L. HUS DATE

EXHIBIT 'B'
LAB AND SEPTIC FACILITY
ACCESS & UTILITY EASEMENT
 SHEET 1 OF 3

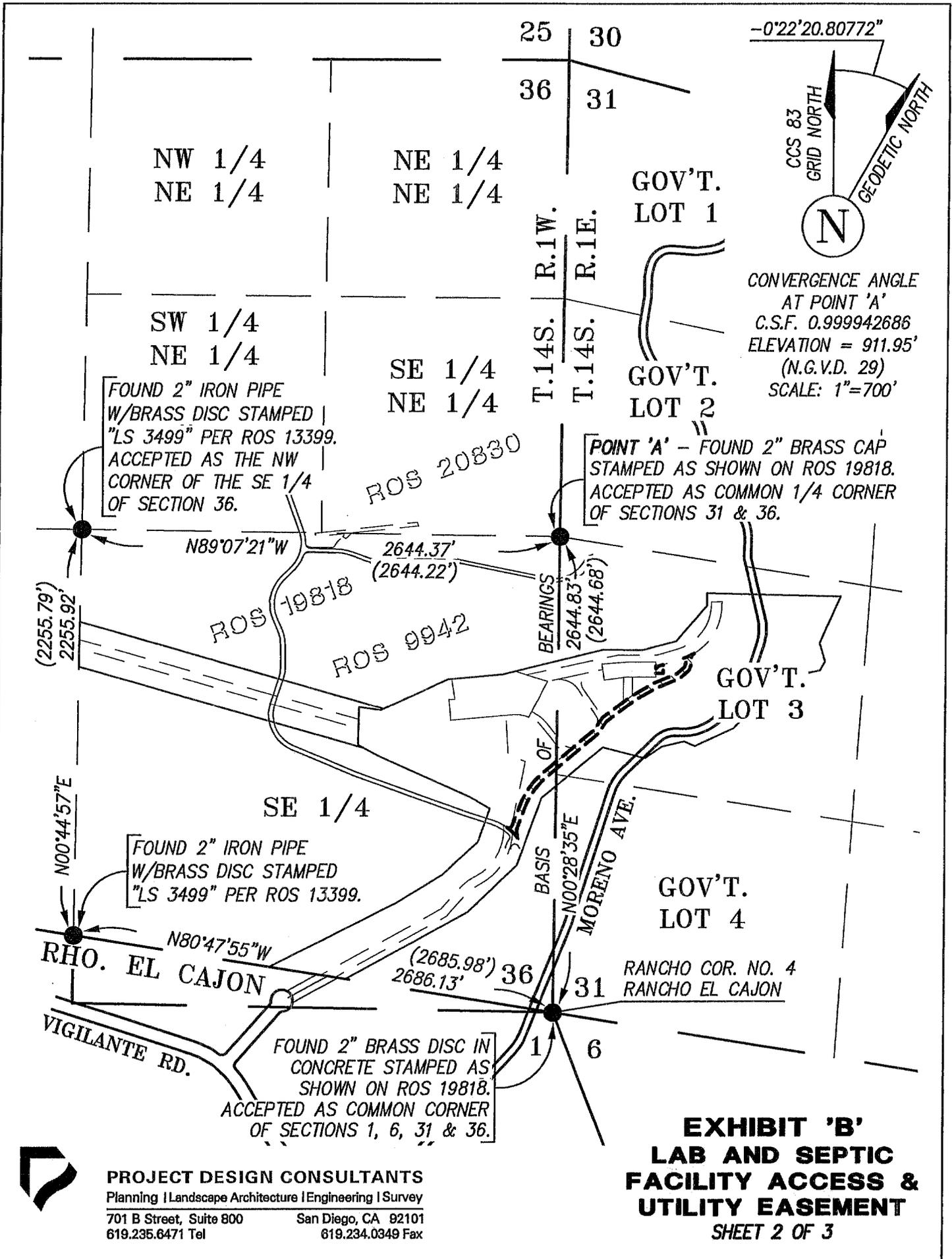
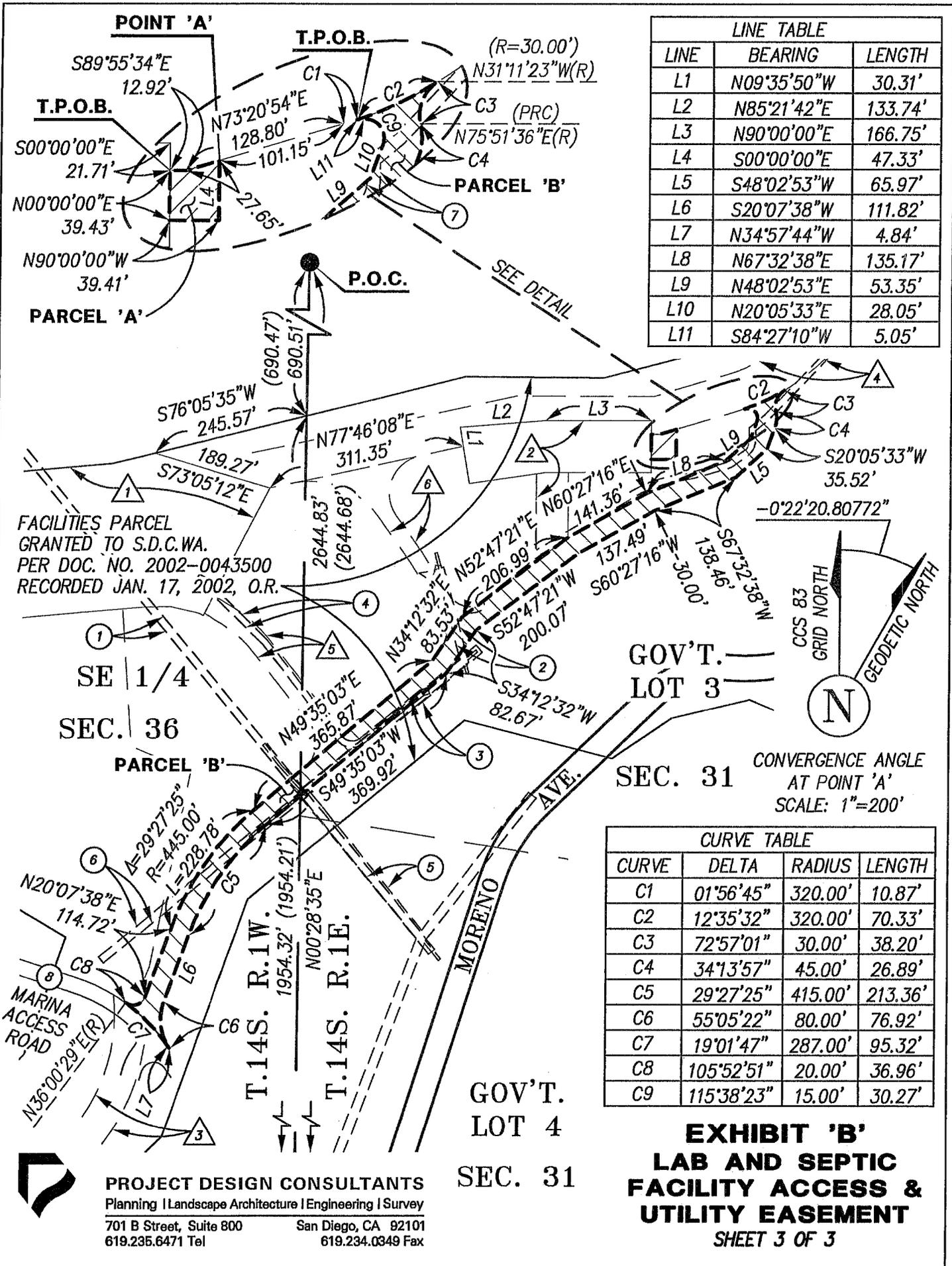


EXHIBIT 'B'
LAB AND SEPTIC
FACILITY ACCESS &
UTILITY EASEMENT
SHEET 2 OF 3



PROJECT DESIGN CONSULTANTS
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LINE TABLE		
LINE	BEARING	LENGTH
L1	N09°35'50"W	30.31'
L2	N85°21'42"E	133.74'
L3	N90°00'00"E	166.75'
L4	S00°00'00"E	47.33'
L5	S48°02'53"W	65.97'
L6	S20°07'38"W	111.82'
L7	N34°57'44"W	4.84'
L8	N67°32'38"E	135.17'
L9	N48°02'53"E	53.35'
L10	N20°05'33"E	28.05'
L11	S84°27'10"W	5.05'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	01°56'45"	320.00'	10.87'
C2	12°35'32"	320.00'	70.33'
C3	72°57'01"	30.00'	38.20'
C4	34°13'57"	45.00'	26.89'
C5	29°27'25"	415.00'	213.36'
C6	55°05'22"	80.00'	76.92'
C7	19°01'47"	287.00'	95.32'
C8	105°52'51"	20.00'	36.96'
C9	115°38'23"	15.00'	30.27'

EXHIBIT 'B'
LAB AND SEPTIC
FACILITY ACCESS &
UTILITY EASEMENT
 SHEET 3 OF 3

PROJECT DESIGN CONSULTANTS
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EXHIBIT 'A'
Legal Description for
PUMP STATION
ACCESS AND UTILITY EASEMENT

That portion of the Southeast Quarter of Section 36, Township 14 South, Range 1 West and Government Lot 3, Section 31, Township 14 South, Range 1 East San Bernardino Meridian, in the County of San Diego, State of California, as described in the "Facilities Parcel" granted to the San Diego County Water Authority by Grant Deed recorded January 17, 2002 as Document No. 2002-0043500 of Official Records of said County; being generally an easement 32.00 feet in width, more particularly described as follows:

Commencing at a 2" brass cap stamped as shown on Record of Survey No. 19818, marking the common Quarter corner of said Section 36, Township 14 South, Range 1 West and Section 31, Township 14 South, Range 1 East, said corner bears North $00^{\circ}28'35''$ East, 2644.83 feet from a 2" brass disc in concrete stamped as shown on said Record of Survey No. 19818, marking the common corner of said Sections 36 and 31, and Rancho Corner No. 4 of Rancho El Cajon; thence along the East line of said Southeast Quarter of Section 36 South $00^{\circ}28'35''$ West, 690.51 feet to a point on the North line of said "Facilities Parcel" per Document No. 2002-0043500; thence leaving said East line and along said North line South $76^{\circ}05'35''$ West, 245.57 feet to an angle point in the Easterly line of the Pump Station Fee Parcel; thence leaving said North line and along said Easterly line South $73^{\circ}05'12''$ East, 189.80 feet; thence South $27^{\circ}20'03''$ West, 189.87 feet to the **True Point of Beginning**; thence leaving said Easterly line South $58^{\circ}33'52''$ East, 35.13 feet to the beginning of a tangent curve, concave Southwesterly, having a radius of 216.00 feet; thence Southeasterly along the arc of said curve 76.14 feet through a central angle of $20^{\circ}11'49''$; thence South $38^{\circ}22'03''$ East, 141.67 feet to the beginning of a tangent curve, concave Northerly, having a radius of 50.00 feet; thence Southeasterly and Northeasterly along the arc of said curve 80.33 feet through a central angle of $92^{\circ}02'54''$ to a point of cusp on the Northwesterly line of the Lab and Septic Facility Access and Utility Easement; thence along said Northwesterly line South $49^{\circ}35'03''$ West, 132.08 feet to a point of cusp with the beginning of a curve, concave Westerly, having a radius of 50.00 feet, a radial bearing to said point bears South $40^{\circ}24'57''$ East; thence leaving said Northwesterly line, Northeasterly and Northwesterly along the arc of said curve 76.75 feet through a central angle of $87^{\circ}57'06''$; thence North $38^{\circ}22'03''$ West, 146.39 feet to the beginning of a tangent curve, concave Southwesterly, having a radius of 184.00 feet; thence Northwesterly along the arc of said curve 64.86 feet through a central angle of $20^{\circ}11'49''$; thence North $58^{\circ}33'52''$ West, 32.84 feet to a point on said Easterly line of the Pump Station Fee Parcel; thence along said Easterly line North $27^{\circ}20'03''$ East, 32.08 feet to the **True Point of Beginning**.

Said parcel contains 10,630 square feet or 0.244 acre, more or less.

Attached hereto is a drawing labeled Exhibit 'B' and by this reference made a part hereof.

All distances in the above legal description are ground level distances, and bearings are based upon the California Coordinate System of 1983, Zone 6, Epoch 1991.35. This legal description was prepared by me or under my direction in conformance with the Land Surveyors' Act.


GARY L. HUS 01-27-2016
LS 7019 DATE



LEGAL DESCRIPTION:

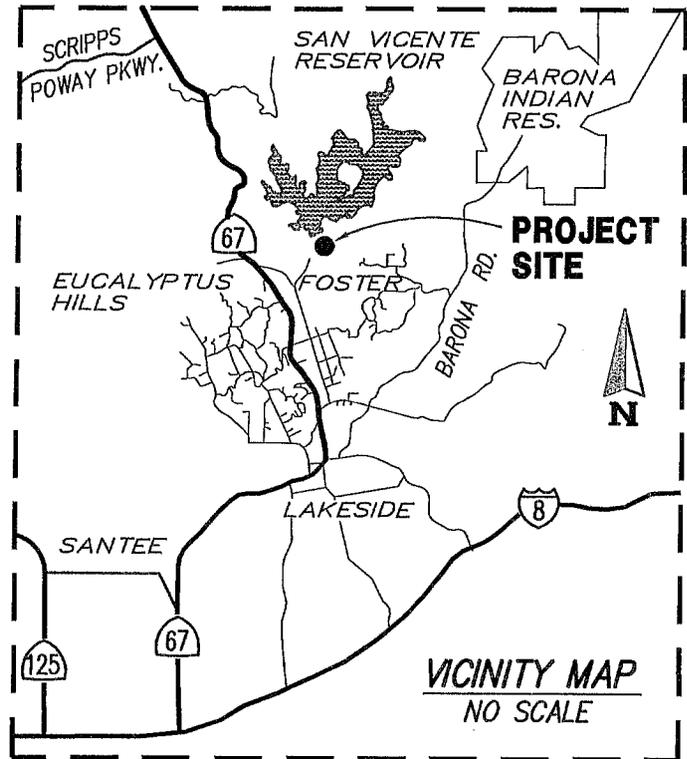
PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 14 SOUTH, RANGE 1 WEST, AND GOVERNMENT LOT 3 OF SECTION 31, TOWNSHIP 14 SOUTH, RANGE 1 EAST; ALL OF SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS PLAT IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6, EPOCH 1991.35 GRID BEARING BETWEEN A 2" BRASS CAP STAMPED "1/4 S36 S31 1937" AND A 2" BRASS DISC IN CONCRETE STAMPED "T14S R1W T14S R1E RANCHO EL CAJON LLM 1857 T15S R1E", AS SHOWN ON RECORD OF SURVEY NO. 19818.

I.E. NORTH 00°28'35" EAST

DISTANCES SHOWN ARE GROUND LEVEL DISTANCES. THE COMBINED SCALE FACTOR AT POINT 'A' AS SHOWN HEREON IS 0.999942686. GRID DISTANCE = GROUND DISTANCE X COMBINED SCALE FACTOR. ELEVATION AT POINT 'A' IS 911.95' (N.G.V.D. 29).



LEGEND:

 INDICATES PUMP STATION ACCESS & UTILITY EASEMENT
AREA = 0.244 ACRE

P.O.C. INDICATES POINT OF COMMENCEMENT

T.P.O.B. INDICATES TRUE POINT OF BEGINNING

● INDICATES FOUND MONUMENT AS NOTED

() INDICATES GRID DISTANCE PER ROS 19818

① SDG&E EASEMENT PER DOCUMENT NO. 2008-0430285, REC. AUG. 12, 2008, O.R.

-  PUMP STATION FEE PARCEL
-  LAB AND SEPTIC FACILITY ACCESS & UTILITY EASEMENT
-  SAN VICENTE INTERCONNECT PIPELINE ACCESS & UTILITY EASEMENT



Gary L. Hus 01-27-2016
GARY L. HUS DATE



PROJECT DESIGN CONSULTANTS
Planning | Landscape Architecture | Engineering | Survey
701 B Street, Suite 800 San Diego, CA 92101
619.235.6471 Tel 619.234.0349 Fax

EXHIBIT 'B'
PUMP STATION ACCESS & UTILITY EASEMENT
SHEET 1 OF 3

GOV'T. LOT 2

SEC. 31

-0°22'20.80772"

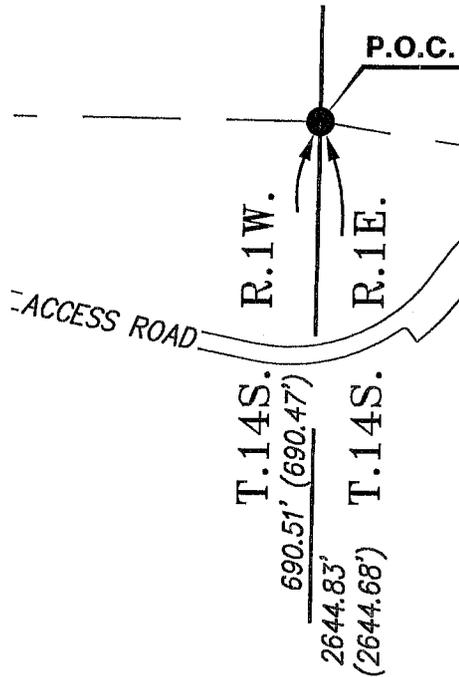
CCS 83
GRID NORTH

GEODETIC NORTH



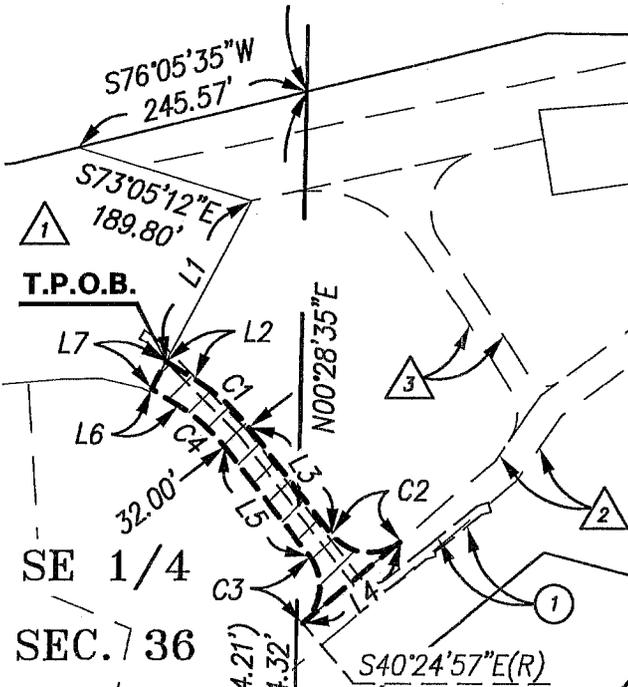
CONVERGENCE ANGLE
AT POINT 'A'
SCALE: 1"=200'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	20°11'49"	216.00'	76.14'
C2	92°02'54"	50.00'	80.33'
C3	87°57'06"	50.00'	76.75'
C4	20°11'49"	184.00'	64.86'



GOV'T.
LOT 3
SECTION 31

FACILITIES PARCEL
GRANTED TO S.D.C.WA.
PER DOC. NO. 2002-0043500
RECORDED JAN. 17, 2002, O.R.



SE 1/4
SEC. 36

GOV'T.
LOT 4
SEC. 31

LINE TABLE		
LINE	BEARING	LENGTH
L1	S27°20'03"W	189.87'
L2	S58°33'52"E	35.13'
L3	S38°22'03"E	141.67'
L4	S49°35'03"W	132.08'
L5	N38°22'03"W	146.39'
L6	N58°33'52"W	32.84'
L7	N27°20'03"E	32.08'



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 Planning | Landscape Architecture | Engineering | Survey
 701 B Street, Suite 800 San Diego, CA 92101
 619.235.6471 Tel 619.234.0349 Fax

EXHIBIT 'B'
PUMP STATION ACCESS
& UTILITY EASEMENT
 SHEET 3 OF 3

EXHIBIT 'A'
Legal Description for
SAN VICENTE RESERVOIR INTERCONNECT PIPELINE
ACCESS AND UTILITY EASEMENT

That portion of the Southeast Quarter of Section 36, Township 14 South, Range 1 West, and a portion of Government Lot 3, Section 31, Township 14 South, Range 1 East San Bernardino Meridian, in the County of San Diego, State of California, as described in the "Facilities Parcel" granted to the San Diego County Water Authority by Grant Deed recorded January 17, 2002 as Document No. 2002-0043500 of Official Records of said County; being generally an easement 24.00 feet in width, more particularly described as follows:

Commencing at a 2" brass cap stamped as shown on Record of Survey No. 19818, marking the common Quarter corner of said Section 36, Township 14 South, Range 1 West and Section 31, Township 14 South, Range 1 East, said corner bears North 00°28'35" East, 2644.83 feet from a 2" brass disc in concrete stamped as shown on said Record of Survey No. 19818, marking the common corner of said Sections 36 and 31, and Rancho Corner No. 4 of Rancho El Cajon; thence along the East line of said Southeast Quarter of Section 36 South 00°28'35" West, 690.51 feet to a point on the North line of said "Facilities Parcel" per Document No. 2002-0043500; thence leaving said East line and along said North line South 76°05'35" West, 245.57 feet to an angle point in the Northeasterly line of the Pump Station Fee Parcel; thence leaving said North line and along said Northeasterly line South 73°05'12" East, 189.27 feet to an angle point on the Southerly line of the San Vicente Reservoir Interconnect Pipeline Easement; thence leaving said Northeasterly line and along said Southerly line North 77°46'08" East, 37.23 feet to the **True Point of Beginning**; thence continuing along said Southerly line North 77°46'08" East, 202.81 feet to a point of cusp with the beginning of a tangent curve, concave Easterly, having a radius of 60.00 feet, a radial bearing to said point bears North 12°13'52" West; thence leaving said Southerly line, Southwesterly and Southeasterly along the arc of said curve 118.47 feet through a central angle of 113°07'54"; thence South 35°21'46" East, 71.04 feet; thence South 32°36'13" East, 99.68 feet to the beginning of a tangent curve, concave Northeasterly, having a radius of 20.00 feet; thence Southeasterly along the arc of said curve 33.02 feet through a central angle of 94°36'26" to a point of cusp on the Northwesterly line of the Lab and Septic Facility Access and Utility Easement; thence along said Northwesterly line South 52°47'21" West, 22.19 feet; thence South 34°12'32" West, 58.52 feet to a point of cusp with the beginning of a curve, concave Westerly, having a radius of 50.00 feet, a radial bearing to said point bears South 55°47'28" East; thence leaving said Northwesterly line, Northeasterly and Northwesterly along the arc of said curve 58.30 feet through a central angle of 66°48'45"; thence North 32°36'13" West, 97.91 feet; thence North 35°21'46" West, 85.76 feet to the beginning of a tangent curve, concave Southerly, having a radius of 130.00 feet; thence Northwesterly and Southwesterly along the arc of said curve 151.72 feet through a central angle of 66°52'06" to a point of cusp and the **True Point of Beginning**.

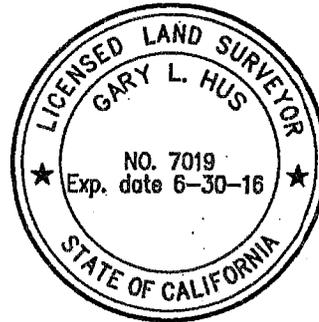
Said parcel contains 10,516 square feet or 0.241 acre, more or less.

Attached hereto is a drawing labeled Exhibit 'B' and by this reference made a part hereof.

All distances in the above legal description are ground level distances, and bearings are based upon the California Coordinate System of 1983, Zone 6, Epoch 1991.35.

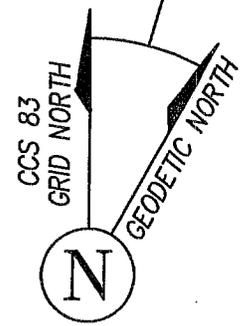
This legal description was prepared by me or under my direction in conformance with the Land Surveyors' Act.


GARY L. HUS 01-27-2016
LS 7019 DATE



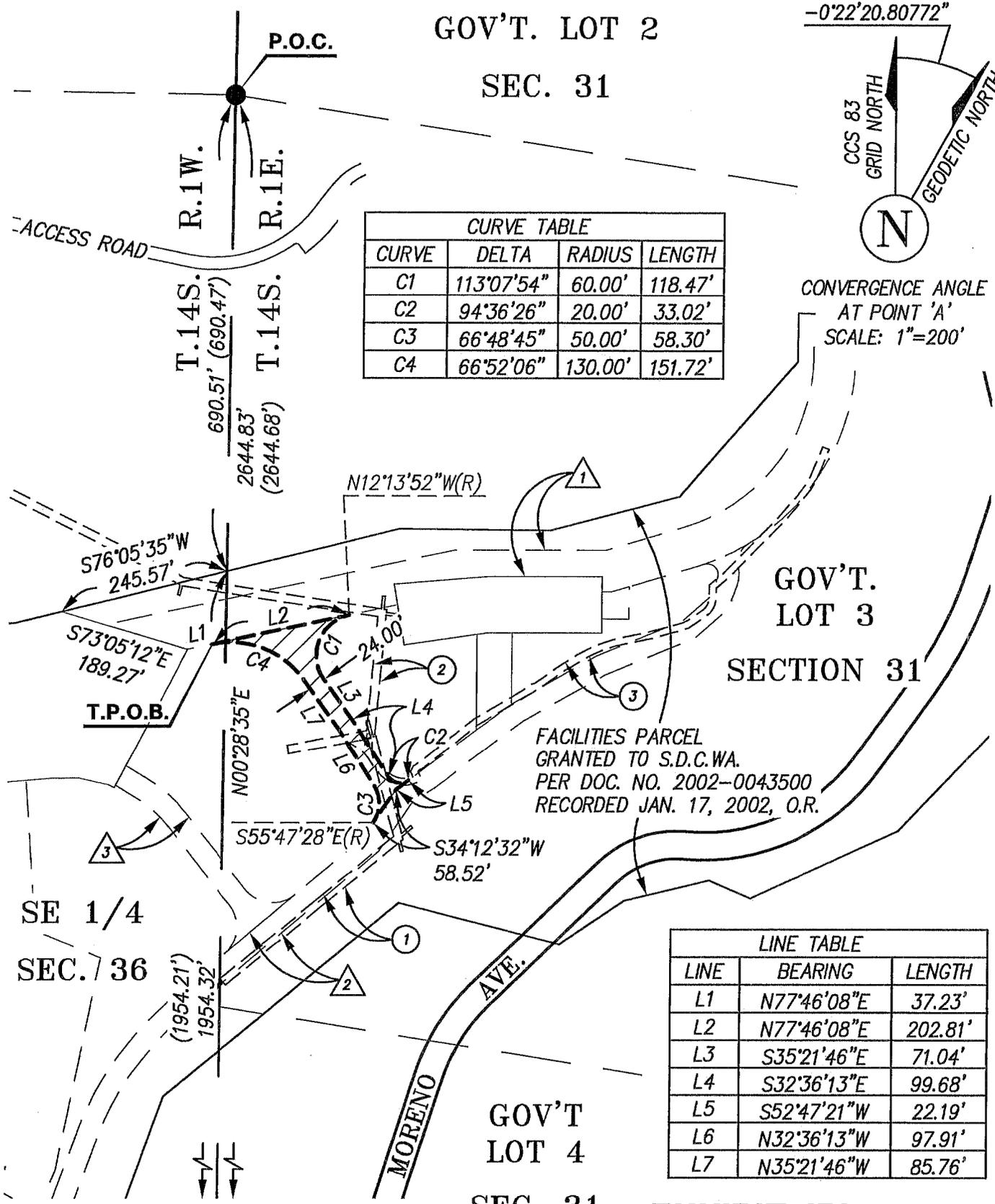
GOV'T. LOT 2
SEC. 31

-0°22'20.80772"



CONVERGENCE ANGLE
AT POINT 'A'
SCALE: 1"=200'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	113°07'54"	60.00'	118.47'
C2	94°36'26"	20.00'	33.02'
C3	66°48'45"	50.00'	58.30'
C4	66°52'06"	130.00'	151.72'



LINE TABLE		
LINE	BEARING	LENGTH
L1	N77°46'08"E	37.23'
L2	N77°46'08"E	202.81'
L3	S35°21'46"E	71.04'
L4	S32°36'13"E	99.68'
L5	S52°47'21"W	22.19'
L6	N32°36'13"W	97.91'
L7	N35°21'46"W	85.76'



PROJECT DESIGN CONSULTANTS
 Planning | Landscape Architecture | Engineering | Survey
 701 B Street, Suite 800 San Diego, CA 92101
 619.235.6471 Tel 619.234.0349 Fax

EXHIBIT 'B'
**SAN VICENTE RESERVOIR
 INTERCONNECT PIPELINE
 ACCESS & UTILITY EASEMENT**
 SHEET 3 OF 3

EXHIBIT 'A'
Legal Description for
PUMP STATION DRAINAGE EASEMENT

That portion of the Southeast Quarter of Section 36, Township 14 South, Range 1 West and a portion of Government Lot 3, Section 31, Township 14 South, Range 1 East San Bernardino Meridian, in the County of San Diego, State of California, as described in the "Facilities Parcel" granted to the San Diego County Water Authority by Grant Deed recorded January 17, 2002 as Document No. 2002-0043500 of Official Records of said County; more particularly described as follows:

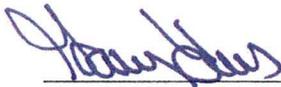
Commencing at a 2" brass cap stamped as shown on Record of Survey No. 19818, marking the common Quarter corner of said Section 36, Township 14 South, Range 1 West and Section 31, Township 14 South, Range 1 East, said corner bears North 00°28'35" East, 2644.83 feet from a 2" brass disc in concrete stamped as shown on said Record of Survey No. 19818, marking the common corner of said Sections 36 and 31, and Rancho Corner No. 4 of Rancho El Cajon; thence along the East line of said Southeast Quarter of Section 36 South 00°28'35" West, 690.51 feet to a point on the North line of said "Facilities Parcel" per Document No. 2002-0043500; thence leaving said East line and along said North line South 76°05'35" West, 245.57 feet to an angle point on the Pump Station Fee Parcel; thence leaving said North line and along the Easterly line of said Pump Station Fee Parcel South 73°05'12" East, 189.80 feet; thence South 27°20'03" West, 221.95 feet to the **True Point of Beginning**, said point also being on the Southwesterly line of the Pump Station Access and Utility Easement; thence leaving said Easterly line and along said Southwesterly line the following courses: South 58°33'52" East, 32.84 feet to the beginning of a tangent curve, concave Southwesterly, having a radius of 184.00 feet; thence Southeasterly along the arc of said curve 64.86 feet through a central angle of 20°11'49"; thence South 38°22'03" East, 146.39 feet to the beginning of a tangent curve, concave Westerly, having a radius of 50.00 feet; thence Southeasterly, Southerly and Southwesterly along the arc of said curve 76.75 feet through a central angle of 87°57'06" to a point of cusp on the Northwesterly line of the Lab and Septic Facility Access and Utility Easement; thence leaving said Southwesterly line and along said Northwesterly line South 49°35'03" West, 105.14 feet to the beginning of a tangent curve, concave Southeasterly, having a radius of 445.00 feet; thence Southwesterly along the arc of said curve 228.78 feet through a central angle of 29°27'25"; thence South 20°07'38" West, 89.67 feet to an angle point on the Valley Floor Pipeline, Access and Utility Easement; thence leaving said Northwesterly line and along the Easterly line of said Valley Floor Pipeline, Access and Utility Easement the following courses: North 67°11'19" West, 11.30 feet; thence North 22°48'41" East 20.89 feet; thence North 11°33'24" East, 314.21 feet; thence North 67°09'07" West, 102.48 feet; thence North 03°53'17" West, 218.10 feet to a point on the Southerly line of said Pump Station Fee Parcel; thence leaving said Easterly line and along said Southerly line the following courses: North 84°53'34" East, 34.79 feet; thence North 89°34'32" East, 41.70 feet; thence South 76°52'48" East, 42.99 feet; thence South 64°38'03" East, 9.39 feet; thence North 27°20'03" East, 3.76 feet to the **True Point of Beginning**.

Said parcel contains 78,686 square feet or 1.806 acres, more or less.

Attached hereto is a drawing labeled Exhibit 'B' and by this reference made a part hereof.

All distances in the above legal description are ground level distances, and bearings are based upon the California Coordinate System of 1983, Zone 6, Epoch 1991.35.

This legal description was prepared by me or under my direction in conformance with the Land Surveyors' Act.



GARY L. HUS
LS 7019

02-19-2016

DATE



LEGAL DESCRIPTION:

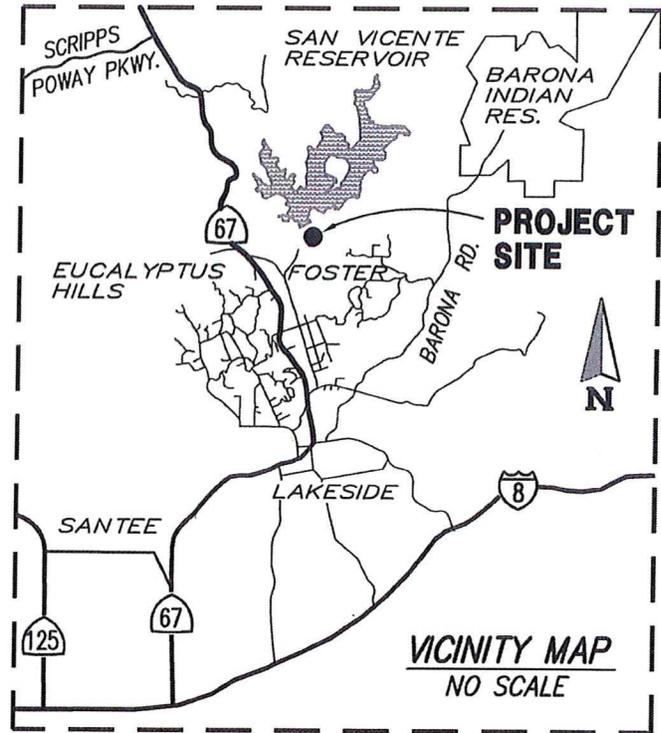
PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 14 SOUTH, RANGE 1 WEST, AND GOVERNMENT LOT 3 OF SECTION 31, TOWNSHIP 14 SOUTH, RANGE 1 EAST; ALL OF SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS PLAT IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6, EPOCH 1991.35 GRID BEARING BETWEEN A 2" BRASS CAP STAMPED "1/4 S36 S31 1937" AND A 2" BRASS DISC IN CONCRETE STAMPED "T14S R1W T14S R1E RANCHO EL CAJON LLM 1857 T15S R1E", AS SHOWN ON RECORD OF SURVEY NO. 19818.

I.E. NORTH 00°28'35" EAST

DISTANCES SHOWN ARE GROUND LEVEL DISTANCES. THE COMBINED SCALE FACTOR AT POINT 'A' AS SHOWN HEREON IS 0.999942686. GRID DISTANCE = GROUND DISTANCE X COMBINED SCALE FACTOR. ELEVATION AT POINT 'A' IS 911.95' (N.G.V.D. 29).



LEGEND:

 INDICATES PUMP STATION DRAINAGE EASEMENT
AREA = 1.806 ACRES

P.O.C. INDICATES POINT OF COMMENCEMENT

T.P.O.B. INDICATES TRUE POINT OF BEGINNING

● INDICATES FOUND MONUMENT AS NOTED

() INDICATES GRID DISTANCE PER ROS 19818

① SDG&E EASEMENT PER FILE NO. 146960, REC. AUG. 16, 1965, O.R.

② SDG&E EASEMENT PER DOCUMENT NO. 2008-0486483, REC. SEPT. 12, 2008.

③ SDG&E EASEMENT PER DOCUMENT NO. 2011-0414833, REC. AUG. 12, 2011.

-  PUMP STATION FEE PARCEL
-  VALLEY FLOOR PIPELINE, ACCESS & UTILITY EASEMENT
-  PUMP STATION ACCESS & UTILITY EASEMENT
-  LAB AND SEPTIC FACILITY ACCESS & UTILITY EASEMENT

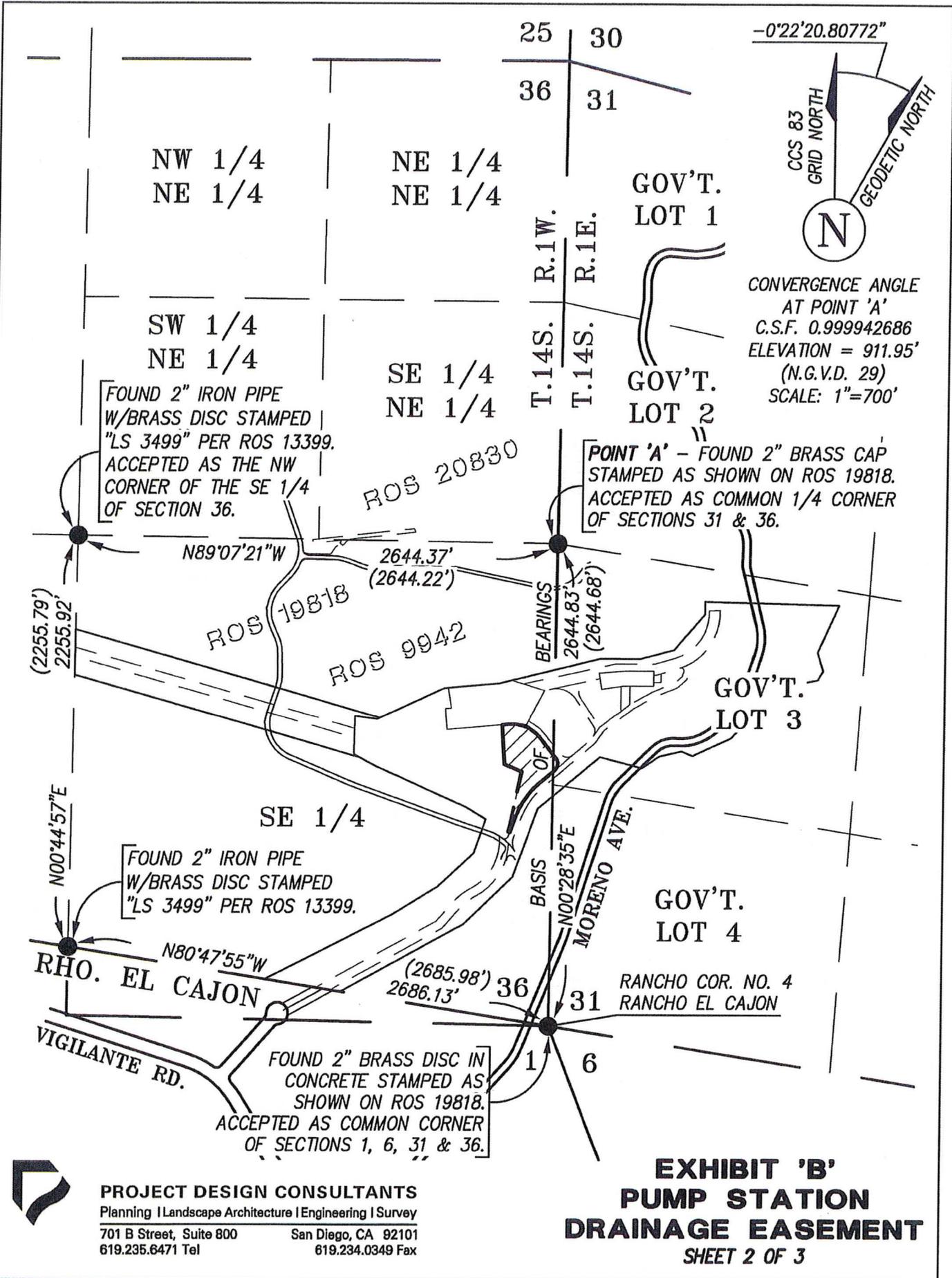


Gary L. Hus 02-19-2016
GARY L. HUS DATE



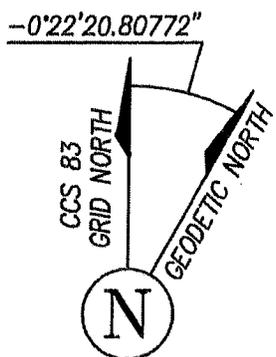
PROJECT DESIGN CONSULTANTS
Planning | Landscape Architecture | Engineering | Survey
701 B Street, Suite 800 San Diego, CA 92101
619.235.6471 Tel 619.234.0349 Fax

EXHIBIT 'B'
PUMP STATION
DRAINAGE EASEMENT
SHEET 1 OF 3



PROJECT DESIGN CONSULTANTS
 Planning | Landscape Architecture | Engineering | Survey
 701 B Street, Suite 800 San Diego, CA 92101
 619.235.6471 Tel 619.234.0349 Fax

EXHIBIT 'B'
PUMP STATION
DRAINAGE EASEMENT
 SHEET 2 OF 3



CONVERGENCE ANGLE
AT POINT 'A'
SCALE: 1"=200'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S58°33'52"E	32.84'
L2	S38°22'03"E	146.39'
L3	S49°35'03"W	105.14'
L4	S20°07'38"W	89.67'
L5	N67°11'19"W	11.30'
L6	N22°48'41"E	20.89'
L7	N67°09'07"W	102.48'
L8	N84°53'34"E	34.79'
L9	N89°34'32"E	41.70'
L10	S76°52'48"E	42.99'
L11	S64°38'03"E	9.39'
L12	N27°20'03"E	3.76'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	20°11'49"	184.00'	64.86'
C2	87°57'06"	50.00'	76.75'
C3	29°27'25"	445.00'	228.78'

NE 1/4
SECTION 36

SE 1/4
SECTION 36

GOV'T.
LOT 2

SEC. 31

GOV'T.
LOT 3

P.O.C.

R.1W.

R.1E.

T.14S.

T.14S.

MARINA ACCESS ROAD

FACILITIES PARCEL
GRANTED TO S.D.C.WA.
PER DOC. NO. 2002-0043500
RECORDED JAN. 17, 2002, O.R.

MARINA ACCESS ROAD

T.P.O.B.
SEE DETAIL 'A'
BELOW LEFT

DETAIL 'A'
N.T.S.

EXHIBIT 'B'
**PUMP STATION
DRAINAGE EASEMENT**
SHEET 3 OF 3



PROJECT DESIGN CONSULTANTS
Planning | Landscape Architecture | Engineering | Survey
701 B Street, Suite 800 San Diego, CA 92101
619.236.6471 Tel 619.234.0349 Fax

PLEASE RECORD THIS DOCUMENT AT
NO FEE AS IT IS TO THE BENEFIT
OF THIS DISTRICT (GOV. CODE § 6103)

RECORDING REQUESTED BY AND
WHEN RECORDED, PLEASE MAIL TO:

San Diego County Water Authority
Engineering Department
4677 Overland Avenue
San Diego, CA 92123

Space above this line for Recorder's use

Assessor's Parcel No. 326-061-13

Project Name: The Emergency Storage Project (Expansion of the San Vicente Reservoir)

Documentary Transfer Tax: None (Gov. Code § 6103)

SAN DIEGO COUNTY WATER AUTHORITY:

By: _____


Gerard E. Reed, III
Director of Engineering

GRANT DEED

For valuable consideration the San Diego County Water Authority, a public agency of the State of California (Grantor), which acquired by grant deed certain lands from the City of San Diego, hereby Grants, with exceptions, the real property described herein back to the City of San Diego, a California municipal corporation in the County of San Diego (Grantee). This Grant is made pursuant to the terms of that agreement filed with the Office of the San Diego City Clerk on May 26, 1998, called "AGREEMENT BETWEEN THE SAN DIEGO COUNTY WATER AUTHORITY AND THE CITY OF SAN DIEGO FOR THE EMERGENCY STORAGE PROJECT (EXPANSION OF SAN VICENTE RESERVOIR)", incorporated herein by reference, and transfers to Grantee all that real property described in Exhibit "A" TUNNEL PARCEL and shown on Exhibit "B" TUNNEL PARCEL (SDCWA AT SAN VICENTE) of Grant Deed recorded May 23, 2005 in the Office of the San Diego County Recorder as document 2005-0433263, attached hereto and made a part hereof.

Grantor reserves a permanent and non-exclusive tunnel easement, together with the right to use and occupy the subsurface of the real property labeled as "San Vicente Tunnel Easement", described in Exhibit 'A' Legal Description for SAN VICENTE TUNNEL EASEMENT and shown on Exhibit 'B' SAN VICENTE TUNNEL EASEMENT, attached hereto and made part hereof. The Easement shall include but not be limited to, the right from time to time to construct, reconstruct, dig, drill, blast, install, operate, use, repair, replace, maintain, improve, inspect, relocate, replace, and remove now and in the future, a tunnel or tunnels, pipelines within said tunnel or tunnels, appurtenant structures, conduits, wires and cables for power and communication, underground anodes, anode wells and related facilities for cathodic protection of pipelines, use public facilities and equipment, and all other facilities necessary for conveyance or transmission of water and electricity by the Grantor which Grantor deems

necessary or convenient in connection with Grantor's operations and for any other legally permitted purposes, over, under, and across the Easement. Grantor shall obtain advance written approval from Grantee prior to conducting any blasting.

Grantee shall have the right to use the property above the easement for any lawful purpose, provided, however, the Grantee agrees that it will not excavate, install a well, or blast within ten feet of the Easement without prior consent of the Grantor.

The covenants and restrictions shall run with the land and shall be binding on Grantee and Grantee's successors in interest and shall benefit Grantor and its successors and assigns.

Executed this 4th day of April, 2016

San Diego County Water Authority:

By: 
Gerard E. Reed, III
Director of Engineering

Approved as to form:

By: 
Rosann Gallien,
Deputy General Counsel

(Notarial Acknowledgement of execution by GRANTOR must be attached)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)
On April 4, 2016 before me, Ellen Hutter, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Gerard E. Reed, III
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Ellen Hutter
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant Deed Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the real property conveyed by this instrument to the City of San Diego, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of San Diego pursuant to authority conferred by Resolution No. 250320, adopted by the Council of the City of San Diego on October 1, 1979, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____ By: _____

Cybele Thompson, Director
Real Estate Assets Department

EXHIBIT "A"

TUNNEL PARCEL

That portion of the Northeast Quarter of the Southeast Quarter, and the Northwest Quarter of the Southeast Quarter of Section 36, Township 14 South, Range 1 West, San Bernardino Meridian in the County of San Diego, State of California, according to the Official Plat thereof, more particularly described as follows:

COMMENCING at the Southwest corner of Parcel "B" of Record of Survey 13399 filed in the Office of the County Recorder of San Diego County, State of California as file No. 91-455048, September 5, 1991;

THENCE along the East line of said Parcel "B" and the East line of Parcel "A" and the East line of Parcel "C" of said Record of Survey 13399, North 00°44'57" East (North 00°45'09" East record per Record of Survey 13399) 1491.06 feet to the TRUE POINT OF BEGINNING;

THENCE continuing on said line North 00°44'57" East (North 00°45'09" East record per Record of Survey 13399) 248.69 feet;

THENCE leaving said line South 73°59'26" East, 1749.05 feet;

THENCE South 65°14'42" West, 16.48 feet;

THENCE North 82°41'14" West, 122.77 feet;

THENCE South 01°00'44" West, 209.45 feet;

THENCE South 61°40'01" East, 38.78 feet;

THENCE North 73°59'26" West, 1641.83 feet to the TRUE POINT OF BEGINNING.

CONTAINS 8.913 Acres, more or less.

The BASIS OF BEARINGS for this legal description is the California Coordinate System, NAD 83, Zone 6, grid bearing between POINT NO. 1035 and POINT NO. 1034 as shown on Record of Survey 11252, filed October 8, 1987 as File No. 87-569294 in the Office of the County Recorder of San Diego County, State of California. I.E. North 11°08'45" West.

George R. Brady

George R. Brady P.L.S. 7050
Expiration 12/31/06
Date 12/1/04

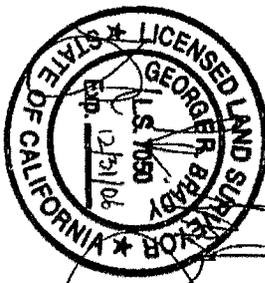


14263

EXHIBIT "B"

BASIS OF BEARING

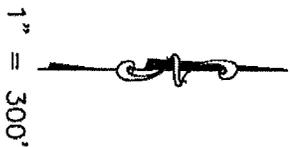
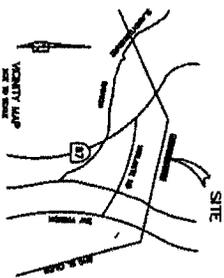
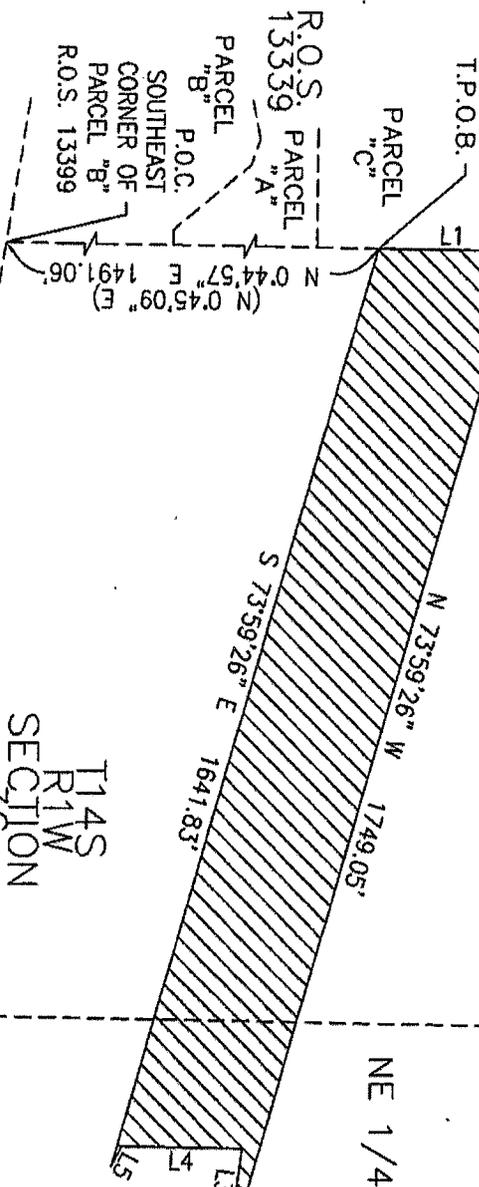
THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION IS THE CALIFORNIA COORDINATE SYSTEM, NAD 83, ZONE 6, GRID BEARING BETWEEN POINT NO. 1035 AND POINT NO. 1034 AS SHOWN ON RECORD OF SURVEY 11252, FILED OCTOBER 8, 1987 AS FILE NO. 87-569294 IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA. I.E. NORTH 11°08'45" WEST.



T14S
R1W
SECTION
36

NW 1/4 SE 1/4

NE 1/4 SE 1/4



SAN DIEGO COUNTY WATER AUTHORITY
San Diego, California

**TUNNEL PARCEL
(SDCWA AT SAN VICENTE)**

APN: 326-061-03 VESTING: S.D.C.W.A.

DATE 12/01/04 SR-

RANCHO LINE

LINE TABLE

LINE	LENGTH	BEARING
L1	248.69	S00°44'57"W
L2	16.48	N65°14'42"E
L3	122.77	S82°41'14"E
L4	209.45	S01°00'44"W
L5	38.78	N61°40'01"W

LEGEND:



INDICATES TUNNEL PARCEL
(AREA: 8.913 ACRES)



INDICATES RECORD DATA PER R.O.S. 13399

State of California }
County of SAN DIEGO } ss.

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

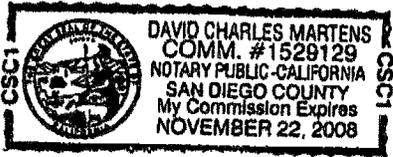
On MAY 11, 2005, before me, DAVID CHARLES MARTENS,
Date Printed Name of Notary Public

personally appeared CAROL A. PHIDO,
Printed Name(s) of Signer(s)

- personally known to me - or -
- proved to me on the basis of satisfactory evidence:
 - form(s) of identification _____
 - credible witness(es) _____

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



David Charles Martens
Signature of Notary Public

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____ containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____
Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> Other	



14265

San Diego County Water Authority

4677 Overland Avenue • San Diego, California 92123-1233
(858) 522-6600 FAX (858) 522-6568 www.sdcwa.org

CERTIFICATE OF ACCEPTANCE

MEMBER AGENCIES

- Carlsbad Municipal Water District
- City of Del Mar
- City of Escondido
- City of National City
- City of Oceanside
- City of Poway
- City of San Diego
- Fallbrook Public Utility District
- Helix Water District
- Olivenhain Municipal Water District
- Otay Water District
- Padre Dam Municipal Water District
- Camp Pendleton Marine Corps Base
- Rainbow Municipal Water District
- Ramona Municipal Water District
- Rincon del Diablo Municipal Water District
- San Dieguito Water District
- Santa Fe Irrigation District
- South Bay Irrigation District
- Vallecitos Water District
- Valley Center Municipal Water District
- Vista Irrigation District
- Yuma Municipal Water District

RE: Assessor's Parcel Number: 326-061-03 (portion of)
San Diego County Water Authority Parcel: SV-02

This is to certify that the interest in real property conveyed by the GRANT DEED dated May 11, 2005, to the SAN DIEGO COUNTY WATER AUTHORITY, a Public Entity, is hereby accepted by the order of the Board of Directors and the Grantee who consent to the recording of said conveyance.

Executed on this 17th day of May, 2005.

SAN DIEGO COUNTY WATER AUTHORITY:

By: William J. Rose
William J. Rose
Director of Right of Way

OTHER REPRESENTATIVE

County of San Diego

EXHIBIT 'A'
Legal Description for
SAN VICENTE TUNNEL EASEMENT

That portion of the Southeast Quarter of Section 36, Township 14 South, Range 1 West, San Bernardino Meridian, in the County of San Diego, State of California, as described in the "Tunnel Parcel" granted to the San Diego County Water Authority by Grant Deed recorded May 23, 2005 as Document No. 2005-0433263 of Official Records of said County; being an easement 50.00 feet in width, the centerline being more particularly described as follows:

Commencing at a 2" iron pipe with a brass disc stamped "LS 3499" as shown on Record of Survey No. 13399, marking the Northwest corner of the Southeast Quarter of said Section 36, said corner bears North 89°07'21" West, 2644.22 feet from at a 2" brass cap stamped as shown on Record of Survey No 19818, marking the common Quarter corner of said Section 36, Township 14 South, Range 1 West and Section 31, Township 14 South, Range 1 East; thence along the Westerly line of said Southeast quarter South 00°44'57" West, 640.16 feet to the **True Point of Beginning**; thence leaving said Westerly line South 73°59'26" East, 1606.76 feet to a point on the Easterly line of said "Tunnel Parcel" per Document No. 2005-0433263, also being the **Point of Termination**.

The sidelines at the Westerly terminus shall be lengthened or shortened to terminate on the Westerly line of said Southeast Quarter of Section 36, and the sidelines at the Easterly terminus shall be lengthened or shortened to terminate on the Easterly line of said "Tunnel Parcel".

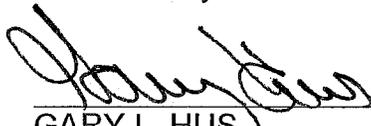
Said parcel contains 80,338 square feet or 1.844 acres, more or less.

The upper vertical limits of this easement are as follows; at Station 565+57.90 Elevation 507.73 NAVD 88 Datum and 505.6+/- NGVD 29 Datum, at Station 581+64.66 Elevation 500.76 NAVD 88 Datum and 498.7+/- NGVD 29 Datum. The upper vertical limits are a straight grade line between these two stations. There is no lower elevation limit. The elevations based upon NAVD 88 Datum are per Record of Survey No. 17738.

Attached hereto is a drawing labeled Exhibit 'B' and by this reference made a part hereof.

All distances in the above legal description are grid distances, and bearings are based upon the California Coordinate System of 1983, Zone 6, Epoch 1991.35.

This legal description was prepared by me or under my direction in conformance with the Land Surveyors' Act.


GARY L. HUS 01-27-2016
LS 7019 DATE



LEGAL DESCRIPTION:

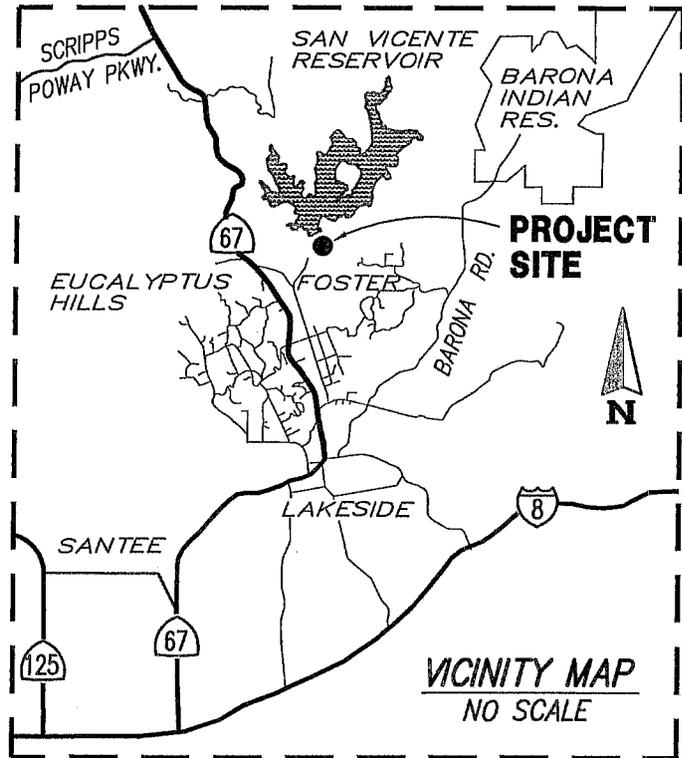
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 14 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS PLAT IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6, EPOCH 1991.35 GRID BEARING BETWEEN A 2" BRASS CAP STAMPED "1/4 S36 S31 1937" AND A 2" BRASS DISC IN CONCRETE STAMPED "T14S R1W T14S R1E RANCHO EL CAJON LLM 1857 T15S R1E", AS SHOWN ON RECORD OF SURVEY NO. 19818.

I.E. NORTH 00°28'35" EAST

DISTANCES SHOWN ARE GRID DISTANCES. THE COMBINED SCALE FACTOR AT POINT 'A' AS SHOWN HEREON IS 0.999942686. GRID DISTANCE = GROUND DISTANCE X COMBINED SCALE FACTOR. ELEVATION AT POINT 'A' IS 911.95' (N.G.V.D. 29).



LEGEND:

 INDICATES SAN VICENTE TUNNEL EASEMENT AREA = 1.844 ACRES

 PUMP STATION FEE PARCEL

P.O.C. INDICATES POINT OF COMMENCEMENT

T.P.O.B. INDICATES TRUE POINT OF BEGINNING

- INDICATES FOUND MONUMENT AS NOTED
- () INDICATES RECORD DATA PER ROS 19818
- ① S.D.C.W.A. EASEMENT PER DOCUMENT NO. 2002-0043500, REC. JAN. 17, 2002, O.R.
- ② S.D.C.W.A. EASEMENT PER DOCUMENT NO. 2004-1196500, REC. DEC. 20, 2004, O.R.
- ③ S.D.C.W.A. EASEMENT PER DOCUMENT NO. 2006-0688222, REC. SEPT. 27, 2006, O.R.
- ④ SDG&E EASEMENT PER DOCUMENT NO. 2010-0496218, REC. SEPT. 20, 2010, O.R.
- ⑤ SDG&E EASEMENT PER DOCUMENT NO. 2012-0191486, REC. APRIL 3, 2012, O.R.



Gary L. Hus 01-27-2016
 GARY L. HUS DATE

EXHIBIT 'B'
SAN VICENTE
TUNNEL EASEMENT
 SHEET 1 OF 3



PROJECT DESIGN CONSULTANTS
 Planning | Landscape Architecture | Engineering | Survey
 701 B Street, Suite 800 San Diego, CA 92101
 619.235.6471 Tel 619.234.0349 Fax

NE 1/4 SEC. 36

SW 1/4 SEC. 36

(N00°44'57"E)

P.O.C.

T.P.O.B.

(640.16')

2255.79'

STA. 565+57.90
PER ROS 19818

TUNNEL PARCEL GRANTED
TO S.D.C.WA. PER
DOC. NO. 2005-0433263,
REC. MAY 23, 2005, O.R.

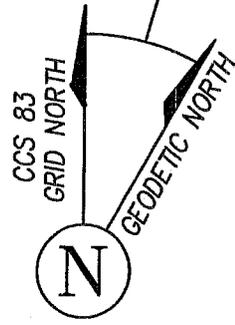
FACILITIES PARCEL
GRANTED TO S.D.C.WA. PER
DOC. NO. 2002-0043500
REC. JAN. 17, 2002, O.R.

STA. 581+64.66
PER ROS 19818

MARINA ACCESS ROAD

SE 1/4
SECTION 36

-0°22'20.80772"



CONVERGENCE ANGLE
AT POINT 'A'
SCALE: 1"=300'



PROJECT DESIGN CONSULTANTS
Planning | Landscape Architecture | Engineering | Survey
701 B Street, Suite 800 San Diego, CA 92101
619.235.6471 Tel 619.234.0349 Fax

EXHIBIT 'B'
SAN VICENTE
TUNNEL EASEMENT
SHEET 3 OF 3

Recording Requested by:
City Real Estate Assets Dept.
After recording mail to:

**City of San Diego
Real Estate Assets Department
MS 51A
1200 Third Ave., Suite 1700
San Diego, CA 92011**

326	061	12	PTN
326	061	16	PTN
326	061	17	PTN

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SADDLE DAM ACCESS AND UTILITY EASEMENT DEED

NO DOCUMENTARY TAX DUE – R & T 11922 (amended)
Presented for record by the CITY OF SAN DIEGO

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

THE CITY OF SAN DIEGO,
a California municipal corporation (Grantor)

HEREBY GRANTS to **SAN DIEGO COUNTY WATER AUTHORITY (Grantee)**, a public agency of the State of California (Grantee), a permanent and non-exclusive access and drainage easement in, upon, over, under and across the lands hereinafter described in the attached Exhibits A and B hereto and incorporated by reference herein.

The easement granted shall be for ingress and egress to, from, upon, over, along and across all that real property situated in the City of San Diego, County of San Diego, State of California, described as the Saddle Dam Access and Utility Easement in Exhibit "A", and as shown on Exhibit "B"

Upon receipt of prior written approval by Grantor, Grantee shall have the right, but not the obligation, to remove any fences, gates, posts, chains, walls, buildings, structures, brush, trees or other vegetation, or other objects which are located on the herein granted easement area, at Grantee's sole cost and without compensation to Grantor.

This easement shall be amended only by a written and recorded instrument signed by the parties.

The rights and obligations contained herein shall inure to the benefit of and be binding upon the successors-in-interest, agents, employees, assigns, and transferees of the parties hereto.

Grantor has executed this Saddle Dam Access and Utility Easement Deed this ____ day of _____ 20__.

THE CITY OF SAN DIEGO,
a California Municipal Corporation

By: _____
Cybele Thompson
Director, Real Estate Assets Department

Approved as to form:

JAN I. GOLDSMITH, City Attorney

By: _____
Name: _____
Title: _____
Date: _____



CERTIFICATE OF ACCEPTANCE

Re: Assessor's Parcel Numbers: 326-061-12, 16 & 17

This is to certify that the interest in real property conveyed by City of San Diego dated _____, to the San Diego County Water Authority, is hereby accepted by the order of the Board of Directors and the Grantee who consent to the recording of said conveyance.

Executed on this _____ day of _____, 20_____.

SAN DIEGO COUNTY WATER AUTHORITY
GRANTEE

By: Gerard E. Reed, III
Director of Engineering

EXHIBIT 'A'
Legal Description for
SADDLE DAM
ACCESS AND UTILITY EASEMENT

That portion of the Southeast Quarter and the Northeast Quarter of Section 36, Township 14 South, Range 1 West, San Bernardino Meridian, in the County of San Diego, State of California, being more particularly described as follows:

Parcel 'A'

Commencing at a 2" brass cap stamped as shown on Record of Survey No. 19818, marking the common Quarter corner of said Section 36, Township 14 South, Range 1 West and Section 31, Township 14 South, Range 1 East, said corner bears South 89°07'21" East, 2644.37 feet from a 2" iron pipe with a brass disc stamped "LS 3499" as shown on Record of Survey No. 13399, marking the Northwest corner of the Southeast Quarter of said Section 36; thence along the North line of said Southeast Quarter North 89°07'21" West, 1338.85 feet to the **True Point of Beginning**; thence North 83°51'57" East, 551.12 feet to a point on the Westerly line of that certain Easement for Emergency Storage granted to the San Diego County Water Authority by document recorded September 27, 2006 as Document No. 2006-0688219 of Official Records of said County; thence along said Westerly line South 22°30'00" East, 20.84 feet; thence leaving said Westerly line South 83°51'57" West, 362.05 feet to the beginning of a tangent curve, concave Southeasterly, having a radius of 30.00 feet; thence Southwesterly along the arc of said curve 19.93 feet through a central angle of 38°03'32"; thence South 45°48'25" West, 35.99 feet to a point on said Westerly line; thence along said Westerly line North 55°43'39" West, 20.41 feet to a point herein referred to as **Point 'A'**; thence leaving said Westerly line North 45°48'25" East, 7.48 feet to the beginning of a tangent curve, concave Southwesterly, having a radius of 6.00 feet; thence Northeasterly, Northwesterly and Southwesterly along the arc of said curve 14.86 feet through a central angle of 141°56'28"; thence South 83°51'57" West, 150.18 feet; thence North 06°09'03" West, 20.00 feet; thence North 83°51'57" East, 15.43 feet to the **True Point of Beginning**.

Said parcel contains 12,173 square feet or 0.279 acre, more or less.

Parcel 'B'

Commencing at the above described **Point 'A'**, said point being on the Westerly line of said Easement for Emergency Storage per Document No. 2006-0688219; thence leaving said Westerly line South 45°48'25" West, 12.13 feet to the **True Point of Beginning**, being on said Westerly line and a point on a non-tangent curve, concave Westerly, having a radius of 85.00 feet, a radial line to said point bears North 78°03'26" East; thence Southeasterly and Southwesterly along the arc of said curve 94.14 feet through a central angle of 63°27'17"; thence leaving said Westerly line North 88°40'14", 142.65 feet to the beginning of a tangent curve, concave Southeasterly, having a radius of 40.00 feet; thence

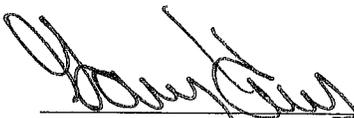
Southwesterly along the arc of said curve 48.59 feet through a central angle of 69°35'54" to the Easterly edge of the Marina Access Road per Construction Plans entitled "San Vicente Dam Raise Project Package 3 Roller-Compacted Concrete Dams and Appurtenant Facilities" per S.D.C.W.A. Specification No. 592 dated May 2010, also being a point of cusp with a common radial bearing on a curve, concave Northwesterly, having a radius of 212.00 feet, a radial line to said point bears South 68°16'08" East; thence Northeasterly along said Easterly edge and the arc of said curve 86.14 feet through a central angle of 23°16'49" to a point of cusp with a common radial bearing to the beginning of a curve, concave Northeasterly, having a radius of 30.00 feet, a radial line to said beginning bears South 88°27'03" West; thence leaving said Easterly edge and Southeasterly along the arc of said curve 45.62 feet through a central angle of 87°07'17"; thence South 88°40'14" East, 113.14 feet to the beginning of a tangent curve, concave Northwesterly, having a radius of 20.00 feet; thence Southeasterly and Northeasterly along the arc of said curve 20.09 feet through a central angle of 57°32'37"; thence North 33°47'09" East, 20.22 feet to the beginning of a tangent curve, concave Southeasterly, having a radius of 110.00 feet; thence Northeasterly along the arc of said curve 23.08 feet through a central angle of 12°01'16"; thence North 45°48'25" East, 14.62 feet to the **True Point of Beginning**.

Said parcel contains 7,115 square feet or 0.163 acre, more or less.

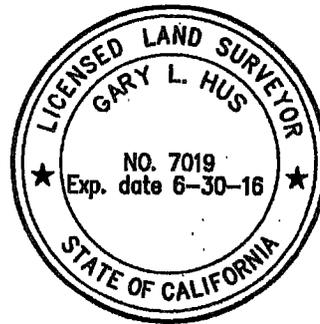
Attached hereto is a drawing labeled Exhibit 'B' and by this reference made a part hereof.

All distances in the above legal description are ground level distances, and bearings are based upon the California Coordinate System of 1983, Zone 6, Epoch 1991.35.

This legal description was prepared by me or under my direction in conformance with the Land Surveyors' Act.


GARY L. HUS
LS 7019

01-27-2016
DATE



LEGAL DESCRIPTION:

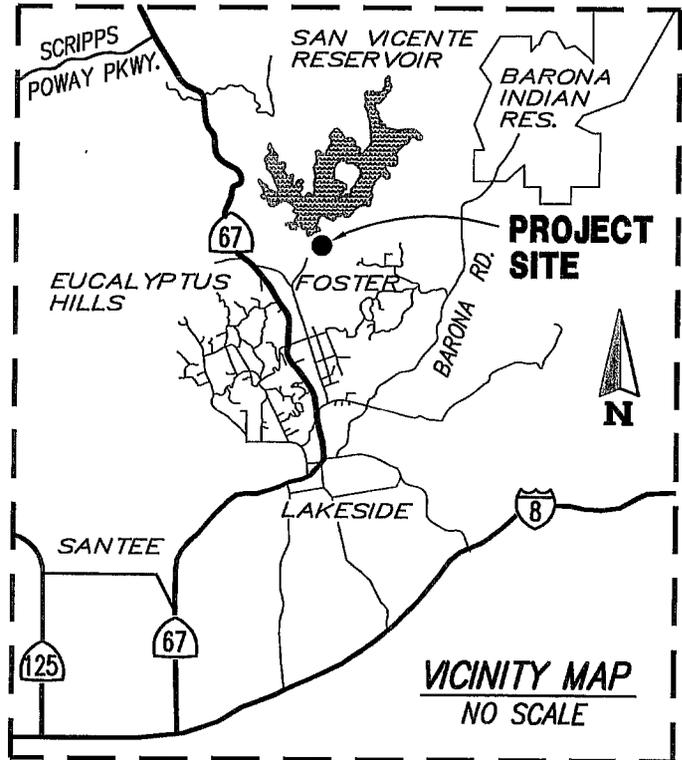
PORTIONS OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 14 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS PLAT IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6, EPOCH 1991.35 GRID BEARING BETWEEN A 2" BRASS CAP STAMPED "1/4 S36 S31 1937" AND A 2" BRASS DISC IN CONCRETE STAMPED "T14S R1W T14S R1E RANCHO EL CAJON LLM 1857 T15S R1E", AS SHOWN ON RECORD OF SURVEY NO. 19818.

I.E. NORTH 00°28'35" EAST

DISTANCES SHOWN ARE GROUND LEVEL DISTANCES. THE COMBINED SCALE FACTOR AT POINT 'A' AS SHOWN HEREON IS 0.999942686. GRID DISTANCE = GROUND DISTANCE X COMBINED SCALE FACTOR. ELEVATION AT POINT 'A' IS 911.95' (N.G.V.D. 29).



LEGEND:



INDICATES SADDLE DAM ACCESS & UTILITY EASEMENT

PARCEL 'A' AREA = 0.279 ACRE

PARCEL 'B' AREA = 0.163 ACRE

P.O.C. INDICATES POINT OF COMMENCEMENT

T.P.O.B. INDICATES TRUE POINT OF BEGINNING

● INDICATES FOUND MONUMENT AS NOTED

() INDICATES GRID DISTANCE PER ROS 19818

① SDG&E EASEMENT PER FILE NO. 146960, REC. AUG. 16, 1965, O.R.

② S.D.C.W.A EASEMENT PER DOCUMENT NO. 2006-0688219, REC. SEPT. 27, 2006, O.R.

③ S.D.C.W.A EASEMENT PER DOCUMENT NO. 2006-0688221, REC. SEPT. 27, 2006, O.R.

④ S.D.C.W.A EASEMENT PER DOCUMENT NO. 2006-0688222, REC. SEPT. 27, 2006, O.R.

⑤ SDG&E EASEMENT PER DOCUMENT NO. 2014-0099659, REC. MAR. 13, 2014, O.R.



Gary L. Hus 01-27-2016
GARY L. HUS DATE

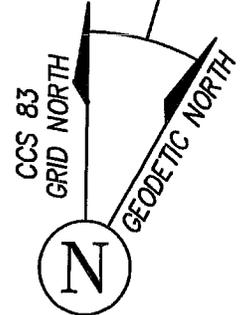


PROJECT DESIGN CONSULTANTS
Planning | Landscape Architecture | Engineering | Survey
701 B Street, Suite 800 San Diego, CA 92101
619.235.6471 Tel 619.234.0349 Fax

EXHIBIT 'B'
SADDLE DAM ACCESS & UTILITY EASEMENT
SHEET 1 OF 3

25 30
36 31

-0°22'20.80772"



CONVERGENCE ANGLE
AT POINT 'A'
C.S.F. 0.999942686
ELEVATION = 911.95'
(N.G.V.D. 29)
SCALE: 1"=700'

NW 1/4
NE 1/4

NE 1/4
NE 1/4

GOV'T.
LOT 1

SW 1/4
NE 1/4

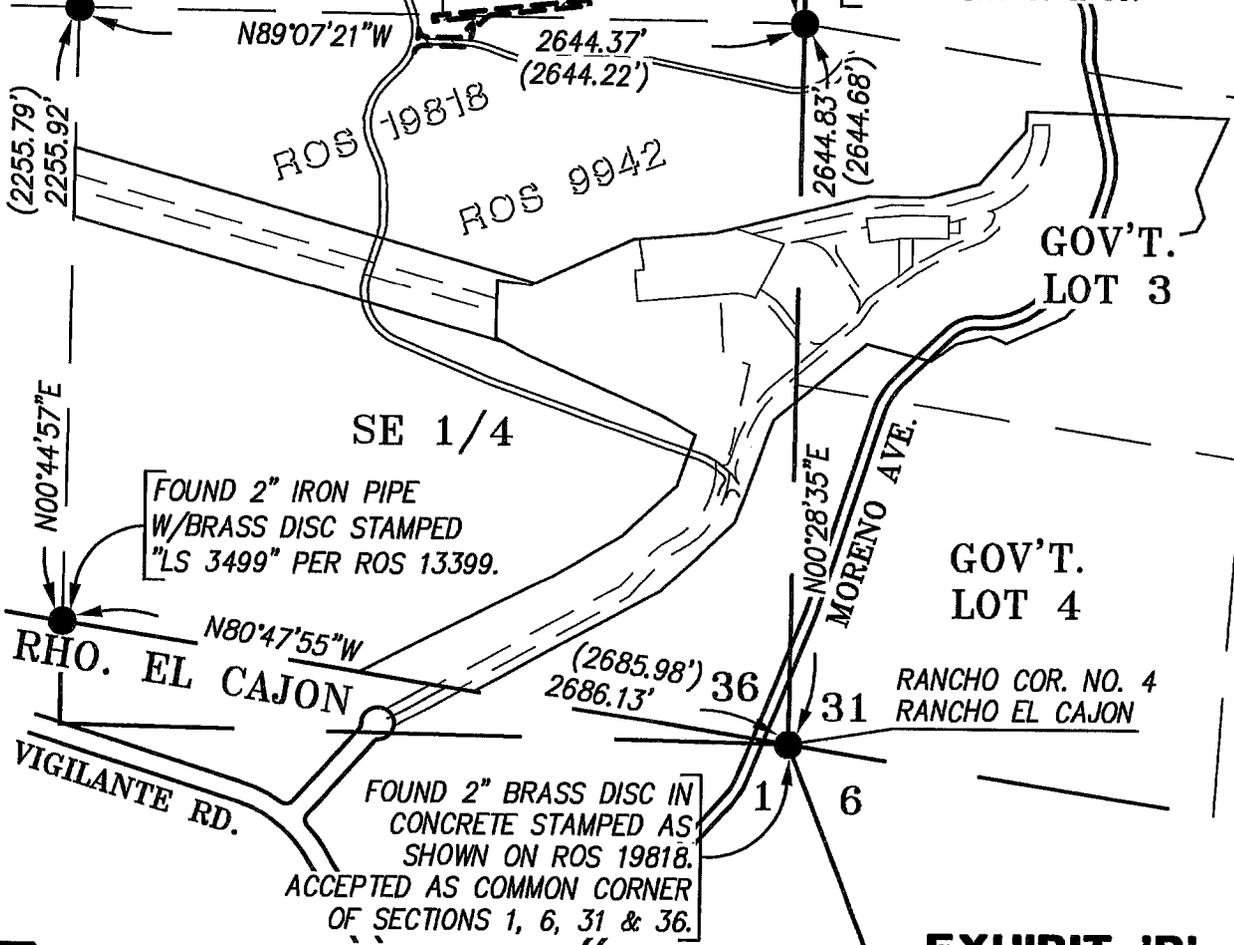
SE 1/4
NE 1/4

T.14S. R.1W.
T.14S. R.1E.

GOV'T.
LOT 2

FOUND 2" IRON PIPE
W/BRASS DISC STAMPED
"LS 3499" PER ROS 13399.
ACCEPTED AS THE NW
CORNER OF THE SE 1/4
OF SECTION 36.

POINT 'A' - FOUND 2" BRASS CAP
STAMPED AS SHOWN ON ROS 19818.
ACCEPTED AS COMMON 1/4 CORNER
OF SECTIONS 31 & 36.



GOV'T.
LOT 3

SE 1/4

FOUND 2" IRON PIPE
W/BRASS DISC STAMPED
"LS 3499" PER ROS 13399.

GOV'T.
LOT 4

N00°44'57"E
N80°47'55"W
RHO. EL CAJON

N00°28'35"E
MORENO AVE.

RANCHO COR. NO. 4
RANCHO EL CAJON

FOUND 2" BRASS DISC IN
CONCRETE STAMPED AS
SHOWN ON ROS 19818.
ACCEPTED AS COMMON CORNER
OF SECTIONS 1, 6, 31 & 36.



PROJECT DESIGN CONSULTANTS
Planning | Landscape Architecture | Engineering | Survey
701 B Street, Suite 800 San Diego, CA 92101
619.235.6471 Tel 619.234.0349 Fax

EXHIBIT 'B'
SADDLE DAM ACCESS
& UTILITY EASEMENT
SHEET 2 OF 3

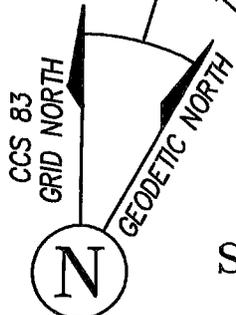
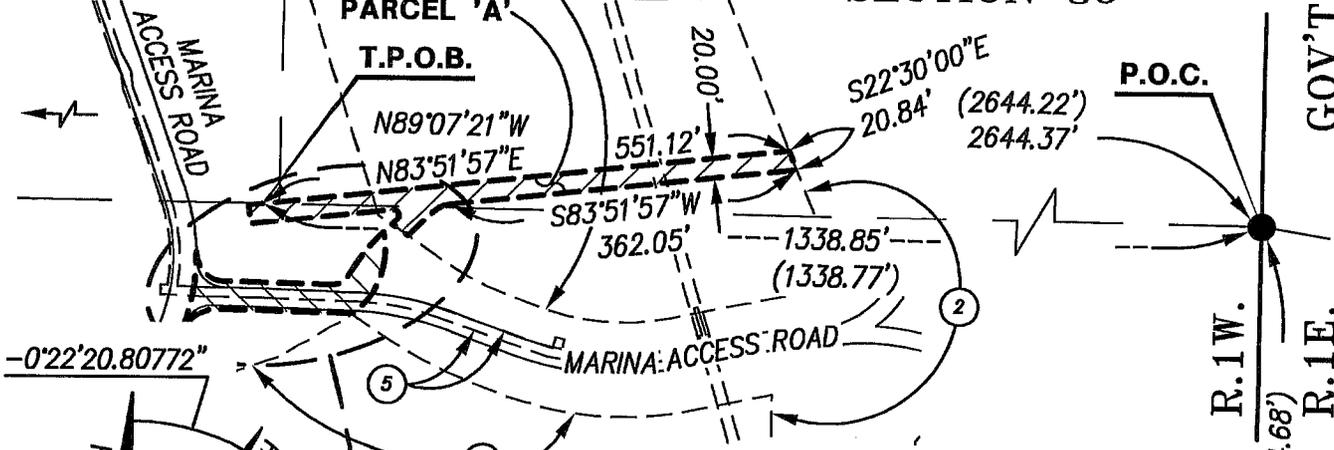
SW 1/4
NE 1/4

SE 1/4
NE 1/4

SEC. 36

SECTION 36

GOV'T. LOT 2
SEC. 31



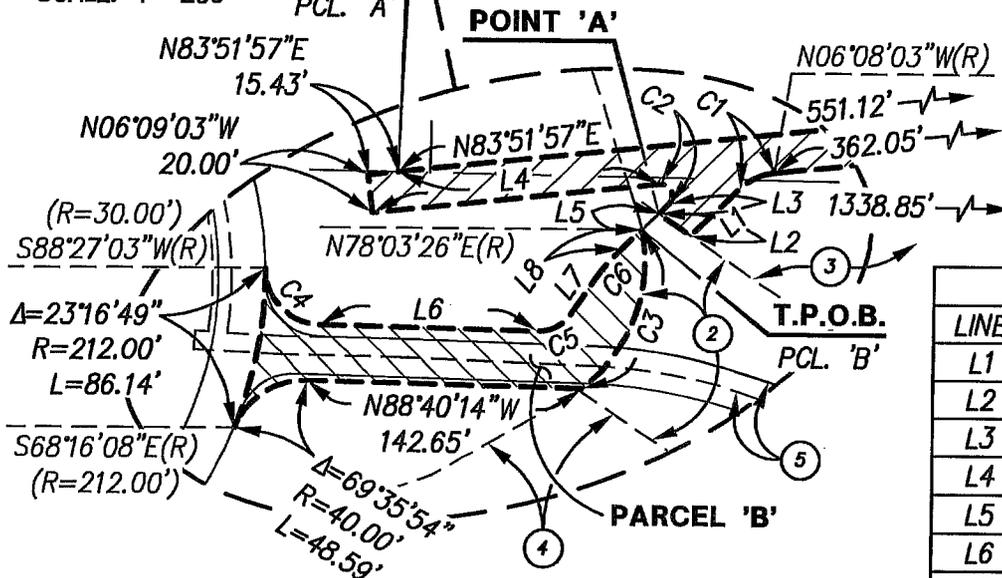
SE 1/4
SECTION 36

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	38°03'32"	30.00'	19.93'
C2	141°56'28"	6.00'	14.86'
C3	63°27'17"	85.00'	94.14'
C4	87°07'17"	30.00'	45.62'
C5	57°32'37"	20.00'	20.09'
C6	12°01'16"	110.00'	23.08'

T.14S. R.1W.
2644.83' (2644.68')
T.14S. R.1E.
N00°28'35"E
GOV'T. LOT 3
SEC. 31

CONVERGENCE ANGLE
AT POINT 'A'
SCALE: 1"=200'

T.P.O.B.
PCL. 'A'



LINE TABLE		
LINE	BEARING	LENGTH
L1	S45°48'25"W	35.99'
L2	N55°43'39"W	20.41'
L3	N45°48'25"E	7.48'
L4	S83°51'57"W	150.18'
L5	S45°48'25"W	12.13'
L6	S88°40'14"E	113.14'
L7	N33°47'09"E	20.22'
L8	N45°48'25"E	14.62'



PROJECT DESIGN CONSULTANTS
 Planning | Landscape Architecture | Engineering | Survey
 701 B Street, Suite 800 San Diego, CA 92101
 619.235.6471 Tel 619.234.0349 Fax

EXHIBIT 'B'
SADDLE DAM ACCESS
& UTILITY EASEMENT
 SHEET 3 OF 3

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING

CC 300008819
 DEPT. _____
 NO.: 2013

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____ Fund: _____

Purpose: _____

Date: _____ By: _____

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA

Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
TOTAL AMOUNT									

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$223,669.85

Vendor: San Diego County Water Authority

Purpose: Authorizing to purchase land back from the San Diego County Water Authority upon completion of the San Vicente Emergency Storage Project.

Date: April 18, 2016

By: Livia Valles 
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA

Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
01	700011				560010	2013	2013131312		\$223,669.85
TOTAL AMOUNT									\$223,669.85

FUND OVERRIDE