

# ORIGINAL

Recording Requested by, and  
When Recorded Mail to:

City Clerk  
City of Chula Vista  
P.O. Box 1087  
Chula Vista, Ca 91912

SPACE ABOVE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$ -0- EXEMPT

STL-384

Signature of declarant or agent determining tax - Firm name

## JOINT USE AGREEMENT

DEC 17 2013

THIS JOINT USE AGREEMENT ("Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ by and between the **CITY OF SAN DIEGO**, a municipal corporation ("**San Diego**"), and **the City of Chula Vista**, a Municipal Corporation ("City") (collectively "Parties"). This Agreement is made with reference to the following facts:

- A. WHEREAS, San Diego is the owner and operator of a 36-inch water line and appurtenances ("Facility") that is located in the City within the right-of-way for Willow Street southeast of Sweetwater Road ("right-of-way"); and
- B. WHEREAS, said Facility is being relocated to another location within said City right-of-way and is being reconstructed to accommodate the City's construction of the Willow Street Bridge Project (STL-384), which new location (hereinafter "New Location") within City right-of-way is described on the legal description attached hereto as Exhibit "A" and shown on the plat attached hereto as Exhibit "B", and
- C. WHEREAS, the portion of the Facility located within the right-of-way will be abandoned in place and replaced with up to a 48-inch diameter pipe in the New Location, and the abandoned pipeline shall be completely slurry sealed to prevent ground disturbance from the failure of the pipe, and
- D. WHEREAS, the parties hereto wish to provide for the joint use of the area common to the relocated Facility and the City right-of-way for the construction, operation and

DOCUMENT  
FILED 308679  
DEC 17 2013  
OFFICE OF THE CITY CLERK  
SAN DIEGO, CALIFORNIA

maintenance of both Parties' facilities on, over, under, across and through the herein described area.

NOW THEREFORE, in consideration of the foregoing and the terms and conditions set forth herein, San Diego and City mutually agree as follows:

1. City agrees that San Diego may operate, maintain, repair and replace its relocated and upsized Facility in, over, upon and across the New Location, subject to the terms and conditions herein.

2. In the event that future use or alteration of said right-of-way by City for streets or public improvements incidental thereto shall at any time or times necessitate a rearrangement, relocation or reconstruction of the herein described Facility including the acquisition of additional easement area if necessary, then such work and/or acquisition shall be performed by City or by another party with the consent of San Diego, at Chula Vista's sole cost and expense.

3. In the event that the future use or operation of the herein described Facility by San Diego shall at any time or times necessitate the rearrangement, relocation or reconstruction of City's right-of-way, including without limitation the acquisition of additional easements, such work and/or acquisitions shall be performed by San Diego or by another party with the consent of City, at San Diego's sole cost and expense.

4. If City hereafter vacates, in whole or in part the right-of-way at the New Location, City shall, in the vacation proceedings, reserve to San Diego an easement over all of the New Location as necessary for the continued operations of San Diego's Facility.

6. If San Diego hereafter abandons the Facility, in whole or in part, at the New Location, San Diego shall quitclaim all rights, title and interest in said right-of-way, to the extent of such abandonment, back to City. City hereby agrees that San Diego may abandon in place underground facilities, provided that any remaining conduits are completely slurry filled. Any such abandonment in place shall require the prior written approval of City, which approval shall not be unreasonably withheld. Abandonment in place may be refused where abandonment may adversely impact the use, operation or maintenance of the right-of-way.

7. All uses of the herein described areas by either party shall not permanently interrupt the use or operation of the right-of-way or Facility. Uses by either party that result in the temporary interruption of the use by the other party will only be made when reasonably necessary, will be promptly terminated as soon as the necessity no longer exists and subject to mitigation at the sole cost and expense of the party interrupting use.

8. Except as expressly set forth herein, this Agreement shall not in any way alter, modify, or terminate any of the existing rights of the City in the right-of-way.

9. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

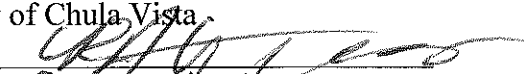
(Signature Page Follows)

# ORIGINAL

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its respective duly authorized representative.

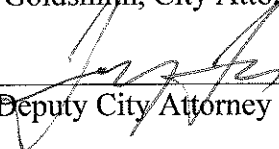
City of San Diego  
By:   
W. Downs Prior  
Principal Contract Specialist

Date: 4/8/14

City of Chula Vista  
By:   
Richard A. Hopkins  
Services Director of Public Works

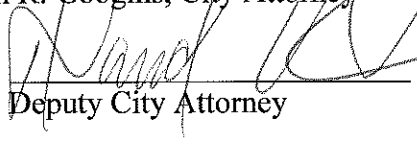
Date: 12/5/13

Approved as to form and legality:  
Jan I Goldsmith, City Attorney

By:   
Deputy City Attorney

Date: 1/8/14

Approved as to form and legality:  
Glen R. Googins, City Attorney

By:   
Deputy City Attorney

Date: 12/5/13

R-308679

## ACKNOWLEDGEMENT

State of California  
County of San Diego

On the 5th day of December, 2013, before me, Tyshar L. Turner, Records Manager, personally appeared Richard A. Hopkins, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person 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.



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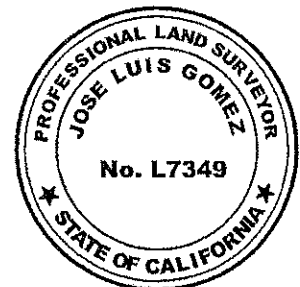
Tyshar L. Turner, Records Manager  
City of Chula Vista



**EXHIBIT "A"****LEGAL DESCRIPTION****CITY OF CHULA VISTA  
AND  
COUNTY OF SAN DIEGO**

THE CENTER LINE OF A CITY OF SAN DIEGO WATER TRANSMISSION LINE LOCATED IN QUARTER SECTION 73 OF RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA AND THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP 166, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON MAY 11, 1869, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS AND ILLUSTRATED ON SHEET 2 ATTACHED HERETO AND MADE A PART OF THIS EXHIBIT:

**COMMENCING** AT A 2 INCH IRON PIPE WITH DISK STAMPED "RCE 10576" AS SHOWN ON RECORD OF SURVEY 7377, FILED IN THE BOOK OF RECORD OF SURVEY MAPS AT PAGE 7377 IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON MARCH 18, 1971 AS FILE NO. 52325, SAID MONUMENT MARKS THE CENTER LINE INTERSECTION OF WILLOW STREET WITH BONITA ROAD AND BEARS SOUTH 52°15'45" EAST 1070.29 FEET (SOUTH 52°37'28" EAST 1070.37 FEET PER SAID RECORD OF SURVEY) FROM A 2 INCH IRON PIPE WITH DISK STAMPED "RCE 10576" AS ALSO SHOWN ON SAID RECORD OF SURVEY; THENCE NORTH 61°13'06" WEST 775.58 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 17°14'56" WEST 135.48 FEET; THENCE NORTH 52°33'12" WEST 147.85 FEET; THENCE NORTH 52°45'34" WEST 86.48 FEET; THENCE NORTH 07°15'33" WEST 12.46 FEET; THENCE NORTH 37°31'18" EAST 96.21 FEET; THENCE NORTH 22°08'33" WEST 20.88 FEET TO THE **POINT OF TERMINUS**; THENCE SOUTH 48°41'42" EAST 1140.84 FEET TO THE **POINT OF COMMENCEMENT**.



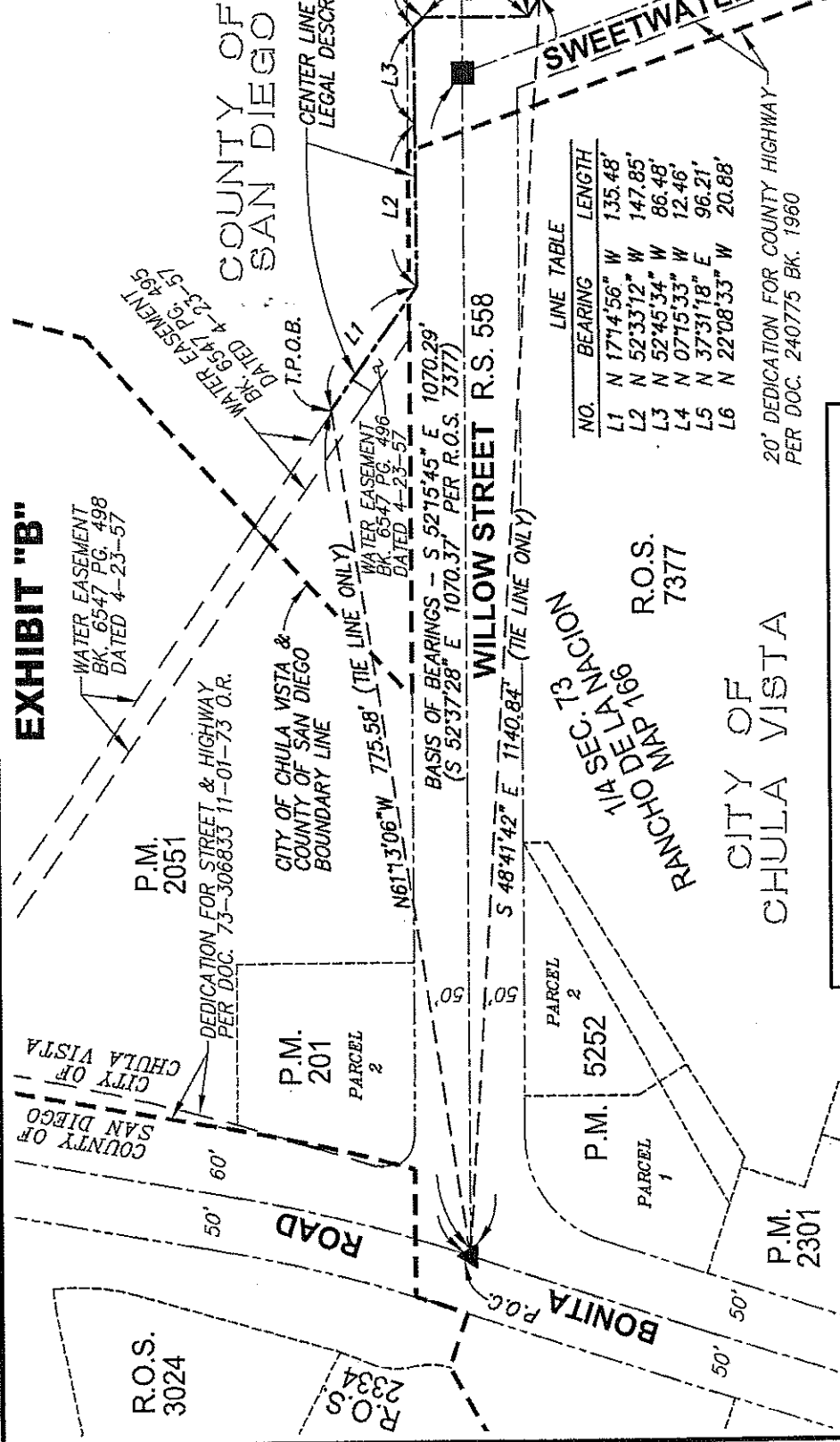
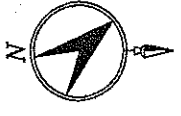
CITY OF CHULA VISTA  
PUBLIC WORKS DEPARTMENT  
276 FOURTH AVENUE  
CHULA VISTA, CA 91910  
(619) 476-2301

*[Signature]*  
JOSE LUIS GOMEZ, P.L.S. 7349  
LICENSE EXPIRES 12/31/13

*9/29/13*

DATE

FILE NO. STL-384

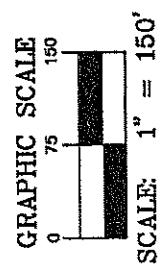


LINE TABLE

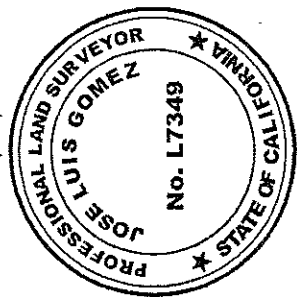
NO.	BEARING	LENGTH
L1	N 171°45'56" W	135.48'
L2	N 52°33'12" W	147.85'
L3	N 52°45'34" W	86.48'
L4	N 07°15'33" W	12.46'
L5	N 37°31'18" E	96.21'
L6	N 22°08'33" W	20.88'

**LEGEND**

- CENTER LINE DESCRIBED IN LEGAL DESC.
- CENTER LINE
- - - RIGHT OF WAY
- - - PROPERTY LINE
- ▲ INDICATES 2" IRON PIPE WITH DISK STAMPED "RCE 10576" AS SHOWN ON R.O.S. 7377.
- INDICATES 2" IRON PIPE WITH DISK STAMPED "RCE 10576" AS SHOWN ON R.O.S. 7377.
- P.O.C. POINT OF COMMENCEMENT
- T.P.O.B. TRUE POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS



**CITY OF CHULA VISTA**  
 PUBLIC WORKS DEPARTMENT  
 276 FOURTH AVENUE  
 CHULA VISTA, CA 91910  
 (619) 476-2301



*[Signature]*  
 JOSE LUIS GOMEZ, P.L.S. 7349  
 LICENSE EXPIRES 12/31/13  
 DATE \_\_\_\_\_  
 FILE NO. STL-384

RESOLUTION NUMBER R- 308679

DATE OF FINAL PASSAGE JAN 2 2014

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THE UTILITY AGREEMENT WITH THE CITY OF CHULA VISTA AND THE JOINT USE AGREEMENTS WITH THE CITY OF CHULA VISTA AND THE COUNTY OF SAN DIEGO FOR THE WILLOW STREET BRIDGE WATER PIPELINE RELOCATION PROJECT; AND TAKING RELATED ACTIONS.

WHEREAS, the City of Chula Vista (Chula Vista) has a project to replace its Willow Street Bridge and requires the relocation of the City of San Diego's (San Diego) 36-inch Otay 2nd Water Transmission Pipeline; and

WHEREAS, San Diego and Chula Vista desire to enter into a Utility Agreement setting forth the terms and conditions by which San Diego's water pipeline will be relocated at Chula Vista's expense and upsized to a 48-inch pipe at San Diego's expense; and

WHEREAS, San Diego desires to enter into Joint Use Agreements with Chula Vista and the County of San Diego (County), setting forth the terms and conditions by which San Diego's relocated pipe will exist within the respective rights-of-way of Chula Vista and County; NOW, THEREFORE,

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

1. That the Council President in his capacity under Charter section 265(i), or his designee, is authorized to execute, for and on behalf of the City of San Diego, Utility Agreement No. STL-261-1 with Chula Vista for the relocation and upsizing of San Diego's 36-inch Otay 2nd Water Transmission Pipeline, in the amount not to exceed \$150,000 (Utility Agreement).



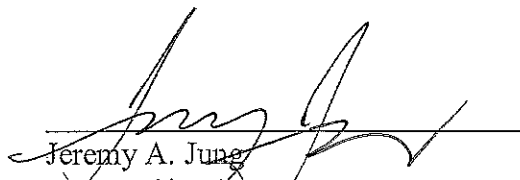
2. That the Council President in his capacity under Charter section 265(i), or his designee, is authorized to execute, for and on behalf of the City of San Diego, Joint Use Agreement No. STL-384 with Chula Vista for the joint use of the area common to San Diego's relocated pipe and Chula Vista's right-of-way.

3. That the Council President in his capacity under Charter section 265(i), or his designee, is authorized to execute, for and on behalf of the City of San Diego, Joint Use Agreement (Parcel No. 2013-0215-A) with the County for the joint use of the area common to San Diego's relocated pipe and County's right-of-way.

4. That the Chief Financial Officer is authorized to expend funds in an amount not to exceed \$266,000 from A-KB.00003 Annual Allocation Water Main Replacements, Fund 700010, Water, for the purpose of funding the aforementioned Utility Agreement and costs related to the water pipeline relocation project, provided that the Chief Financial Officer furnishes one or more certificates demonstrating that funds necessary for expenditure are, or will be, on deposit in the City Treasury.

APPROVED: JAN I. GOLDSMITH, City Attorney

By

  
Jeremy A. Jung  
Deputy City Attorney

JAJ:cw  
12/11/13  
Or.Dept: Public Utilities - Water  
CC No.: N/A  
Doc. No.: 688897

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of ~~DEC 17 2013~~

ELIZABETH S. MALAND  
City Clerk

By   
Deputy City Clerk

Approved pursuant to Charter section 265(i):

\_\_\_\_\_  
(date)

\_\_\_\_\_  
TODD GLORIA, Council President

Passed by the Council of The City of San Diego on DEC 17 2013, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Sherri Lightner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Faulconer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Todd Gloria	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Myrtle Cole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lorie Zapf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Alvarez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marti Emerald	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage JAN 2 2014.

(Please note: When a resolution is approved by the Council President as interim Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

TODD GLORIA, COUNCIL PRESIDENT

as interim Mayor of The City of San Diego, California.

(Seal)

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California.

By *Mary Zimmerman*, Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 308679

Passed by the Council of The City of San Diego on December 17, 2013 by the following vote:

**YEAS: LIGHTNER, FACULCONER, GLORIA, COLE, KERSEY, ZAPP, SHERMAN, ALVAREZ, EMERALD.**

**NAYS: NONE.**

**NOT PRESENT: NONE.**

**VACANT: NONE.**

**RECUSED: NONE.**

**AUTHENTICATED BY:**

**TODD GLORIA, COUNCIL PRESIDENT**

as Interim Mayor of The City of San Diego, California

**ELIZABETH S. MALAND**

City Clerk of The City of San Diego, California

(Seal)

By: Peggy Rogers, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. R-308679 approved by the Council of the City of San Diego, California on December 17, 2013, and approved pursuant to Charter section 265 (i) on January 2, 2014.

**ELIZABETH S. MALAND**

City Clerk of The City of San Diego, California

(SEAL)

By:  \_\_\_\_\_, Deputy