

TEMPORARY CONSTRUCTION AREA PERMIT

THIS CITY OF SAN DIEGO TEMPORARY CONSTRUCTION PERMIT ("Permit") is entered into by and between **THE CITY OF SAN DIEGO**, a California municipal corporation ("CITY"), and **SAN DIEGO GAS & ELECTRIC COMPANY** ("PERMITTEE"), to be effective as of Nov. 3, 2020 (the "Effective Date"), when signed by the parties and approved by the San Diego City Attorney.

RECITALS

- A. The CITY and PERMITTEE entered into an Easement, on file with the Clerk of the City of San Diego as Document No. 79-504805, as of November 9, 1979, wherein CITY granted an easement to install a pipeline or lines of pipe within certain strips of land as shown on Drawing AM-5650 & 5651 ("Easement").
- B. PERMITTEE has informed the CITY that a new pipeline needs to be installed to replace and maintain the integrity of the existing gas system and ensure the continued safe operation of the gas facilities, and that this cannot be done within the current Easement width of twenty feet; and is requesting that the City grant this Permit to allow the necessary work space to construct and revegetate in an area immediately adjacent to the strip of land showing in Drawing Am-5650 & 5651.

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

- 1. **Definitions.** As used in this Permit, the following terms shall be defined as follows:
 - 1.1 **"CITY Contact"** shall mean Brian Swanson, Property Agent, for the public utilities department, 619-292-6307.
 - 1.2 **"Permit Area"** shall mean a portion of City Property located on Lake Hodges Reservoir, just east of I-15, within APN's 272-131-22 & -07, and as more particularly depicted in **Exhibit A & B: Permit Area**, attached hereto.
 - 1.3 **"Permit Fee"** shall mean a one-time, non-refundable permit processing fee in the amount of Nine Hundred Eighty Dollars (\$980.00), which was paid by the Effective Date, plus a one-time amount equal to the appraised land value for the Permit Area during the construction phase of nine (9) months ("**Construction Phase**") in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) and during the period of the restoration phase of five years ("**Restoration Phase**") in the amount of Eleven Thousand One- Hundred Seventy-Eight Dollars (\$11,178.00). For the avoidance of doubt, the total appraised land value for the Construction Phase and Restoration Phase shall equal the amount of Thirteen Thousand Six Hundred Seventy-Eight Dollars (\$13,678.00).

1.4 "PERMITTEE" shall mean San Diego Gas & Electric Company, including its agents, employees, contractors, and subcontractors. PERMITTEE shall be responsible for all of PERMITTEE's agents, employees, contractors, and subcontractors and ensure that they adhere to all conditions as stated in this Permit.

1.5 "Permit Use" shall mean the exclusive use of the Permit Area during the Construction Phase solely for the purpose of a construction work area and vehicular access to and from the Easement to support PERMITTEE's work within the Easement. Work within the Easement includes installation of a new 16-inch pipeline, pressurizing and then abandoning the existing 16-inch pipeline in accordance with the terms of the Easement as part of PERMITTEE's "Line 1600 Bear Valley Replacement Project" and the non-exclusive use of the Permit Area during the Restoration Phase to revegetate the Permit Area, performing regular maintenance tasks, which include identifying and resolving potential issues prior to becoming threats to the success of the restoration effort. Following restoration implementation, site maintenance visits will occur on a semiannual basis for up to 5 consecutive years. Maintenance visits will occur once in the fall and once in the spring of each monitoring year. Additional maintenance visits may be conducted throughout the year by the maintenance contractor, all as further set forth in the San Dieguito River Park Biological Resources Evaluation. For the avoidance of doubt, PERMITTEE is abandoning the pipeline, but not the Easement, which will continue to be used by PERMITTEE for placement of the new pipeline.

1.6 "PERMITTEE's Address for Notices" shall be:

**San Diego Gas & Electric
ATTN: Colleen Fino
P.O. Box 129831, SD1179
San Diego, CA 92112**

1.7 "Term" of this permit shall be for five years and nine months comprised of the Construction Phase and the Restoration Phase, commencing on the Effective Date, unless otherwise terminated.

2. Occupancy. Subject to the terms and conditions of this Permit, CITY hereby grants permission to PERMITTEE and its officers, employees, agents and contractors to enter upon and occupy the Permit Area solely for the Permit Use.
3. Use of Permit Area. PERMITTEE may use the Permit Area solely for the Permit Use and for no other purpose whatsoever without CITY's prior written consent in each instance.
4. Commencement of Work and Pre-Construction Activities:

- 4.1 Work Schedule: PERMITTEE shall contact CITY Contact prior to the start date of any work. At that time, PERMITTEE shall submit a work schedule to CITY Contact that includes a description of the work to be performed, the specific location of such work within the Permit Area, and the dates and times of such work. PERMITTEE shall not conduct any activities in the Permit Area before 7:00 a.m. or after 7:00 p.m., Monday through Friday, and shall not conduct any activities in the Permit Area during the weekend, except in the case of an emergency. CITY reserves the right to impose other reasonable restrictions and scheduling conditions for any activities related to work being completed in the Permit Area, and no work shall commence pursuant to this Permit without the prior verbal approval of the CITY Contact.
- 4.2 Public Access Approval: Notwithstanding the time periods set forth in subsection 4.1, PERMITTEE shall notify CITY Contact prior to the start of any activities in the Permit Area that may affect the use of any public access to San Dieguito River Park or any portion thereof.
- 4.3 Pre-Construction Meeting: Prior to commencement of any work, PERMITTEE shall invite CITY Contact to a pre-construction meeting. This meeting shall establish points of contact, define means and methods of the work, and coordinate the PERMITTEE's work schedule with scheduled activities and Park and Recreation Department operations in and adjacent to the Permit Area.
5. Unauthorized Activities: PERMITTEE shall not engage in any activity on CITY-owned property other than pre-approved aspects of the work as described in **Exhibit B**. Any work performed by PERMITTEE that was not previously approved or otherwise authorized by this Permit, shall be removed and the CITY-owned property shall be put back to its condition on the Effective Date, normal wear and tear and casualty not caused by PERMITTEE are excepted, at the PERMITTEE's sole cost and expense, subject to the reasonable satisfaction of the CITY Contact.
6. Governmental Approvals. By entering this Permit, neither CITY nor CITY's City Council is obligating itself to PERMITTEE or to any governmental agent, board, commission or agency with regard to any other discretionary action relating to PERMITTEE's occupancy, use, development, maintenance or restoration of the Permit Area. "Discretionary action" includes without limitation re-zonings, variances, environmental clearances and all other required governmental approvals.
7. CITY's Consent, Discretion. CITY's consent or approval under this Permit shall mean the written consent or approval of CITY's Mayor, or his or her designee ("Mayor"), unless otherwise expressly provided herein or required by law. CITY's discretionary acts hereunder shall be made in the Mayor's discretion, unless otherwise expressly provided or required by law.
8. Revocable License. This Permit is not a lease. It is a license to use CITY property, and may be revoked at will by CITY, in its sole discretion, (a) immediately upon written notice

delivered to PERMITTEE if PERMITTEE breaches or defaults any of PERMITTEE's obligations under this Permit, or in case of an emergency; or (b) upon fourteen (14) business days prior written notice delivered to PERMITTEE if for CITY's convenience. CITY shall not be obligated for any burden or loss, financial or otherwise, which may be incurred by PERMITTEE as a result of such revocation or the termination of this Permit.

- 8.1 PERMITTEE's Waiver. PERMITTEE expressly waives any claim against CITY and its elected officials, officers, employees, representatives and agents for any burden, expense or loss which PERMITTEE incurs as a result of CITY's revocation or termination of this Permit.
9. No Holdover. If PERMITTEE continues to use and/or occupy the Permit Area after the expiration or earlier termination of this Permit, such use/occupancy shall neither constitute a renewal or extension of this Permit, nor give PERMITTEE any rights in or to the Permit Area. If PERMITTEE continues to use/occupy the Permit Area after the expiration or earlier termination of this Permit, CITY may demand and receive from PERMITTEE rent for the Permit Area, calculated on a per diem basis, using up to one (1) times the fair market rental rate that could be charged for the use of the Permit Area, said rate to be determined, as of the date of the expiration or earlier termination of this Permit, by a qualified CITY employee, the selection of whom shall be in CITY's sole discretion. CITY's acceptance of such rent shall neither constitute a renewal or extension of this Permit, nor give PERMITTEE any rights in or to the Permit Area.
10. Restore and Vacate. Except as may otherwise be provided as part of this Permit, upon the expiration date of this Permit, PERMITTEE shall restore the Permit Area to its condition as of the Effective Date, provided, however normal wear and tear and casualty not caused by PERMITTEE are excepted. Upon CITY's early termination of this Permit, PERMITTEE shall immediately cease all operations on the Permit Area and as soon as practicable thereafter restore the Permit Area to its condition as of the Effective Date, normal wear and tear and casualty not caused by PERMITTEE are excepted, and vacate the Permit Area. All restoration work must receive final acceptance by the CITY, such acceptance not to be unreasonably withheld, conditioned or delayed. PERMITTEE shall be responsible for contacting CITY Contact and securing CITY's final acceptance of all restoration work.
11. Termination. PERMITTEE may terminate this Permit for any reason upon fourteen (14) days prior written notice delivered to CITY.
12. Superior Interests. This Permit is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, permits and licenses, easements and rights-of-way pertaining to the Permit Area, whether or not of record. PERMITTEE shall obtain all licenses, permits and agreements from such third parties as may be or become necessary or reasonably advisable to allow its use of the Permit Area, relative to any such superior interest. If PERMITTEE's use of the Permit Area is or becomes inconsistent or incompatible with a preexisting, superior interest, PERMITTEE shall take such actions and pay all costs and expenses necessary to remove such inconsistency or incompatibility to the satisfaction of the holder of the superior interest. Failure to comply with any superior interest not of record and unknown to SDG&E, shall not be a breach of this Permit;

provided, SDG&E promptly takes such action to remove any inconsistency or incompatibility to the satisfaction of the holder of the superior interest.

13. Permit Fee. PERMITTEE has already paid the Processing Fee, and will pay the one-time Construction Phase fee and one-time Restoration Phase upon execution of this document.
14. Place of Payment. All payments to be paid by PERMITTEE under this Permit shall be made payable to "City Treasurer" and be:

Hand delivered to:
The City of San Diego
Real Estate Assets Dept - c/o Brenda Chilvers
1200 Third Avenue, Suite 1700 (MS 51A)
San Diego, California 92101

15. Maintenance of the Permit Area. PERMITTEE shall maintain the Permit Area, and any improvements, personal property, or other fixtures placed in the Permit Area, in good order and repair and sanitary condition at all times during the Term. CITY shall not be required to make any improvements or repairs to the Permit Area. PERMITTEE shall keep the Permit Area free and clear of rubbish, debris and litter at all times.
16. Inspection. CITY reserves the right to enter upon the Permit Area to inspect and maintain the Permit Area as CITY deems necessary as follows: (1) during regular work hours during the Construction Phase with reasonable prior notice to PERMITTEE; and (2) at all times during the Restoration Phase. Such inspection shall be conducted in a manner so as to not unreasonably interfere with PERMITTEE's use of the Permit Area.
17. Utilities. PERMITTEE shall order, obtain and pay for all utilities and service charges in connection with its use of the Permit Area.
18. Improvements/Alterations. Except as otherwise authorized by this Permit, PERMITTEE shall not construct any improvements, structures or installations on the Permit Area, and shall not alter the Permit Area without the express written consent of CITY. Except as required by law, CITY shall not be obligated to make any repair or assume any expense for any improvements or alterations to the Permit Area.
19. Personal Property.
 - 19.1 Personal Property. PERMITTEE shall remove from the Permit Area all PERMITTEE-owned machines, appliances, equipment, trade fixtures and other items of personal property upon the expiration of the Term, or as soon as practicable after termination, but in no event later than thirty five (35) days after the expiration or earlier termination of this Permit. Any such items which PERMITTEE fails to so remove shall be removed by CITY at PERMITTEE's sole cost and expense. PERMITTEE, at its sole cost and expense, shall be responsible for the repair of any

and all damage resulting from the removal of its personal property from the Permit Area.

- 19.2 Late Removal. Notwithstanding any provision of this Permit to the contrary, PERMITTEE shall pay rent to CITY, utilizing the methodology set forth above in Section 9 “No Holdover”, for any period of time after the expiration or earlier termination of this Permit needed to remove PERMITTEE’s personal property, or restore the Permit Area, as required by this Permit, whether the removal and/or restoration work is actually performed by CITY or PERMITTEE.

20. Insurance. Subject to Section 20.8 below, PERMITTEE shall deliver to CITY’s Real Estate Assets Department a current certificate of insurance and all relevant endorsements for each of the following:

- (1) Commercial General Liability Insurance, providing coverage on the Permit Area for bodily injury, including death, personal injury and property damage with limits of at least Two Million Dollars (\$2,000,000) per occurrence, subject to an annual aggregate of at least Four Million Dollars (\$4,000,000);
- (2) Automobile Liability Insurance, providing coverage on the Permit Area for all bodily injury and property damage, with a limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of any vehicle (including owned, hired and non-owned vehicles) operated in performing any and all work pursuant to this Permit. Coverage shall be written on *ISO form CA 00 01 12 90*, or a substitute form providing equivalent liability coverage; and
- (3) Workers’ Compensation Insurance, as required by the laws of the State of California for all of PERMITTEE’s employees who are subject to this Permit, with Employers’ Liability coverage with a limit of at least One Million Dollars (\$1,000,000).

- 20.1 Additional Insureds. Pursuant to a separate endorsement [CG2010 (11/85) or equivalent form], “The City of San Diego, its elected officials, officers, employees, representatives and agents” shall be named as additional insureds in all policies.

- 20.2 Primary & Non-Contributory. Insurance policies shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or maintained by CITY.

- 20.3 Qualified Insurer(s). All insurance required by the terms of this Permit must be provided by insurers licensed to do business in the State of California which are rated at least “A-, VI” by the current AM Best Ratings Guide and which are acceptable to CITY. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet CITY requirements.

- 20.4 Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of PERMITTEE and must be disclosed and acceptable to CITY at the time evidence of insurance is provided.
- 20.5 Continuity of Coverage. All policies shall be in effect on or before the first day of the Term, except "course of construction fire insurance" shall be in force on commencement of all authorized construction, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. The policies shall be kept in force for the duration of the Term. At least thirty (30) days prior to the expiration of each insurance policy, PERMITTEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Permit. PERMITTEE shall provide proof of continuing insurance at least annually during the Term. If insurance lapses or is discontinued for any reason, PERMITTEE shall immediately notify CITY and obtain replacement insurance as soon as possible.
- 20.6 Modification. To assure protection from and against the kind and extent of risk existing with the Permit Use or the Permit Area, CITY, at its discretion, may require the revision of amounts and coverage at any time during the Term by giving PERMITTEE thirty (30) days prior written notice. PERMITTEE shall also obtain any additional insurance required by CITY for new improvements, changed circumstances or CITY's reasonable re-evaluation of risk levels related to the Permit Use or the Permit Area.
- 20.7 Accident Reports. PERMITTEE shall immediately report to CITY any accident causing property damage or injury to persons and related to the Permit Use or the Permit Area. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.
- 20.8 Self-Insurance. PERMITTEE shall have the right to self-insure any or all risks and liabilities required under this agreement and shall provide to CITY a letter of self-insurance as evidence of such coverage in lieu of certificates of insurance.
21. Indemnification & Hold Harmless. PERMITTEE shall protect, defend, indemnify, and hold harmless the CITY, its elected officials, agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the CITY or its elected officials, agents, officers, or employees, relating to the issuance of this Permit including, but not limited to, any action to attack, stay, restrain, set aside, void, challenge, or annul approval of this Permit, approval of any applicable development permit(s) related to the Permit Use, or any environmental document, determination, or decision; provided, however, that PERMITTEE's duty to indemnify and hold harmless shall not include any established liability arising from the active negligence, sole negligence or willful misconduct of CITY, and its elected officials, officers, employees, representatives and agents.

CITY may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this Indemnification and Hold Harmless provision. In the event of such election, PERMITTEE shall pay all of the reasonable costs, which are documented, related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between CITY and PERMITTEE regarding litigation issues, CITY shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter.

22. Compliance with Laws. PERMITTEE shall at all times in its use, occupancy, maintenance, and restoration of the Permit Area comply with all applicable laws, rules and regulations and direction by competent governmental authorities, and all at PERMITTEE's sole cost and expense.
23. California Public Records Act. CITY shall determine, in its sole discretion, whether information provided by PERMITTEE pursuant to this Permit is or is not a public record subject to disclosure under the California Public Records Act (CPRA). PERMITTEE shall hold CITY and its elected officials, officers and employees harmless for CITY's disclosure of any such information in response to a request for information under the CPRA.
24. No Discrimination. PERMITTEE shall not discriminate in any manner against any person on account of race, color, religion, gender, gender identity, gender expression, sexual orientation, medical status, national origin, age, marital status or disability in PERMITTEE's use of the Permit Area, including without limitation the provision of goods, services, facilities, privileges, advantages and accommodations, and the hiring and retention of employees and contractors.
25. Disabled Access Compliance. PERMITTEE will comply with all accessibility requirements under California Government Code sections 11135-11139.5; Title 24 of the California Code of Regulations; the Federal Rehabilitation Act of 1973, Section 504, Title V; the Americans with Disabilities Act of 1990 (ADA), to the extent applicable; and all other applicable state and federal laws, and regulations enacted protecting the rights of individuals with disabilities. PERMITTEE's compliance will include without limitation the following:
 - 25.1 PERMITTEE will not discriminate against qualified individuals with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment, as required by applicable law.
 - 25.2 No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs, or activities of PERMITTEE, as required by applicable law.

- 25.3 PERMITTEE will include language in each sublicense which indicates the sublicensee's agreement to abide by the provisions of this section 25.
- 25.4 PERMITTEE and each of its sublicensees will be individually responsible for their own ADA employment programs.
- 25.5 PERMITTEE will post a statement addressing the requirements of the ADA in a prominent place at the work site.
- 25.6 Where required by law, all improvements, fixtures, structures, or installations on the Permit Area will comply with municipal, state, and federal accessibility requirements by bringing up to code and making accessible any areas of the Permit Area which deny access to individuals with disabilities. All improvements and alterations will be at PERMITTEE's sole expense.
- 25.7 PERMITTEE's failure to comply with the accessibility requirements of this section 28 or knowingly submitting false information in response to these accessibility requirements, or both, will be a default of this Permit.
26. PERMITTEE's Risk. PERMITTEE shall bear all risks and liability arising out of or in any manner directly or indirectly connected with PERMITTEE's use or occupancy of the Permit Area and for any and all damages to the Permit Area.
27. No Nuisance. PERMITTEE shall not use the Permit Area in any manner which creates a nuisance or unreasonably disturbs the quiet enjoyment of persons in and to the surrounding area.
28. Assignment and Sublicense. PERMITTEE shall not assign or sublicense any rights granted by this Permit or any interest in this Permit without CITY's written consent in each instance. Any assignment by operation of law shall automatically terminate this Permit.
29. Signs. PERMITTEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings or similar devices or advertising without CITY's prior written consent. If any such unauthorized item is found on the Permit Area, PERMITTEE agrees to immediately remove the item, at its expense within twenty-four hours, after notice by CITY, or CITY may thereafter remove the item at PERMITTEE's cost.
35. Encumbrances. PERMITTEE shall keep the Permit Area and the property of which it is a part (the "Property"), free from all encumbrances and liens of any nature which arise out of or are in any manner directly or indirectly connected with PERMITTEE's use or occupancy of the Permit Area. PERMITTEE shall protect, defend, indemnify and hold CITY harmless from and against any and all such encumbrances and/or liens, and from and against any claim, liability, cost or expense, including without limitation all reasonable attorney fees and costs, relating to or charged against the Property, including without limitation PERMITTEE'S failure or the failure of any contractor or subcontractor hired by PERMITTEE to pay any person or persons entitled to lien or encumber the Property

pursuant to the California Civil Code.

36. Taxes. PERMITTEE shall pay, before delinquency, all taxes, assessments and fees assessed or levied upon PERMITTEE or the Permit Area during the Term, including the land and any buildings, structures, machinery, equipment, appliances or other improvements or property of any nature whatsoever erected, installed or maintained by PERMITTEE, or levied by reason of PERMITTEE's occupancy, use, development, maintenance or restoration of the Permit Area, including without limitation licensing and permitting costs and fees. PERMITTEE acknowledges that this Permit may create a possessory interest subject to property taxation, and that PERMITTEE may be subject to the payment of taxes levied on that interest. PERMITTEE shall pay all such possessory interest taxes. PERMITTEE's payment for such taxes, fees and assessments shall not reduce any payment due CITY.
37. Hazardous Substances. PERMITTEE shall not allow during the Construction Phase, the illegal installation, storage, utilization, generation, sale or release of Hazardous Substance or otherwise regulated substances in, on, under or from the Permit Area. PERMITTEE and PERMITTEE's agents and contractors shall not install, store, utilize, generate or sell any Hazardous Substance on the Permit Area without CITY's prior written consent. PERMITTEE shall, prior to initiating any operations, obtain all required permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment or device which holds or incorporates a Hazardous Substance or hazardous waste.
- 37.1 Release. For all purposes of this Permit, a "release" shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or otherwise disposing of a hazardous substance.
- 37.2 Hazardous Substance. For all purposes of this Permit, "Hazardous Substance" shall mean any substance listed by the Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.
- 37.3 Remediation. If PERMITTEE's occupancy, use, development, maintenance or restoration of the Permit Area ("PERMITTEE's Operations") results in a release of a Hazardous Substance, that, individually or in the aggregate, triggers a clean-up obligation under applicable laws, rules, or regulations, which was caused by PERMITTEE, PERMITTEE shall pay all costs of remediation and removal to the CITY's satisfaction to restore the Permit Area to the same conditions as existed on the Effective Date, and in accordance with all applicable laws, rules and regulations of governmental authorities. PERMITTEE shall not be responsible for any

remediation and/or removal of any Hazardous Substance that PERMITTEE did not bring onto the Permit Area, even if such Hazardous Substance was discovered by PERMITTEE.

- 37.4 Removal. If PERMITTEE or PERMITTEE's contractor or agent has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances to the Permit Area, PERMITTEE and/or PERMITTEE's contractor or agent shall remove all Hazardous Substances in any type of container, equipment or device from the Permit Area immediately upon or prior to the expiration or earlier termination of this Permit. CITY reserves the right to conduct inspections of the Permit Area as set forth in Section 16, above, and/or request documentation demonstrating the legal removal and/or disposal of the Hazardous Substances hazardous wastes or other containers, equipment or devices from the Permit Area. PERMITTEE shall be responsible for any and all costs incurred by CITY to remove any container, equipment or device requiring disposal or removal brought on by PERMITTEE, its contractor or agents required by this provision.
- 37.5 Indemnity. PERMITTEE shall protect, defend, indemnify and hold CITY harmless from any and all claims, costs and expenses related to environmental liabilities resulting from PERMITTEE's Operations, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary CITY response costs; (v) all fines, penalties or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, PERMITTEE's officers, employees, invitees, guests, agents or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.
- 37.6 Notice of Release. If PERMITTEE knows or has reasonable cause to believe that a Hazardous Substance or petroleum related substance or its chemical constituents has been released on, from or beneath the Permit Area, PERMITTEE shall immediately notify CITY and any appropriate regulatory or reporting agency pursuant to California Code of Regulations Title 19 and any other applicable laws or regulations. PERMITTEE shall deliver a written report thereof to CITY within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If PERMITTEE knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, PERMITTEE shall take all actions necessary to alleviate the danger. PERMITTEE shall immediately notify CITY in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Permit Area.
- 37.7 Environmental Assessment. Upon reasonable cause to believe that PERMITTEE's Operations resulted in any Hazardous Substance being released on, from or beneath the Permit Area, CITY may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental

consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist or Registered Civil Engineer. The environmental assessment shall be obtained at PERMITTEE's sole cost and expense, and shall establish what, if any, Hazardous Substances have more likely than not been caused by PERMITTEE's Operations on, in, from or under the Permit Area, and in what quantities. If any such Hazardous Substances exist in quantities greater than allowed by city, county, state or federal laws, statutes, ordinances or regulations, or require future restricted re-use of the Permit Area, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted re-use and in compliance with those laws or statutes, and estimates of the cost of such remediation or removal. PERMITTEE shall cause the remediation and/or removal recommended in the environmental assessment such that unrestricted re-use of the Permit Area and compliance with environmental laws and regulations are achieved, and PERMITTEE shall pay all costs and expenses, incurred to the extent necessary to remediate the Permit Area to the condition that existed on the Effective Date, such remediation is only required for Hazardous Substance that were released or caused by PERMITTEE.

38. Water Quality – Best Management Practices. CITY and PERMITTEE are committed to the implementation of controls (best management practices, or BMPs) to manage activities on the Permit Area in a manner which aids in the protection of City's precious water resources. It is PERMITTEE's responsibility to identify and implement an effective combination of BMPs so as not to cause pollutant discharges to the storm drain system in violation of San Diego Storm Water Management and Discharge Control Ordinance (San Diego Municipal Code sections 43.0301 to 43.0312).

Therefore, PERMITTEE will, at a minimum, implement and comply, as applicable, with the Minimum Industrial and Commercial BMPs adopted under the San Diego Municipal Code section 43.0307(a).

It is ultimately PERMITTEE's responsibility to prevent pollutant discharges to the storm drain system. Therefore, PERMITTEE will identify and implement any additional BMPs that may be required to avoid the discharge of pollutants to the storm drain system.

39. Prevailing Wages. By signing this Permit, PERMITTEE certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing any work. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Permit is subject to State prevailing wage laws. For construction work performed under this Permit cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Permit cumulatively exceeding \$15,000, PERMITTEE, its contractors and subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements set forth in **Exhibit C**.

40. Payment Bond. Prior to the commencement of any work on the Permit Area, PERMITTEE shall deliver to CITY a payment bond (materials and labor bond) in an amount not less than one hundred percent (100%) of the total amount payable under the contract for construction of the project to satisfy claims of material suppliers and of mechanics and laborers employed on the project. The bond shall be provided in compliance with California Civil Code sections 9550-9566. The bond shall be executed by an admitted surety, consistent with California Code of Civil Procedure section 995.670, that is authorized by the State of California Department of Insurance to transact surety insurance in the State. PERMITTEE shall maintain the bond in full force and effect until all improvements for the project are accepted by CITY and until all claims for materials and labor are paid, and must otherwise comply with the Government Code. Should the bond become insufficient, PERMITTEE shall renew, or cause the renewal of, the bond within ten (10) calendar days after receiving notice from CITY.
41. Waiver. The property constituting the Permit Area is publicly owned and held in trust for the benefit of CITY's citizens. CITY's failure to insist upon the strict performance of any of PERMITTEE's obligations under this Permit, in one or more instance, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. CITY's waiver of a default shall not be a waiver of any other default. Any waiver of a default must be in a writing executed by CITY to constitute a valid and binding waiver. CITY's delay or failure to exercise a right or seek a remedy shall not be deemed a waiver of that or any other right or remedy under this Permit, at law, or in equity. The exercise of any particular right or the use of any particular remedy for any default shall not waive the use of any other right or remedy for the same default or for another or later default. CITY's failure to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but CITY may at any and all times require the cure of the default.
42. Cumulative Remedies. Each Party's rights and remedies under this Permit are cumulative and shall not limit or otherwise waive or deny any of such Party's rights or remedies at law or in equity.
43. Survival. Any obligation which accrues under this Permit prior to its expiration or termination shall survive such expiration or termination.
44. Joint and Several Liability. If PERMITTEE is comprised of more than one person or legal entity, such persons and entities, and each of them, shall be jointly and severally liable for the performance of each and every obligation of PERMITTEE under this Permit.
45. No Affiliation. Nothing contained in this Permit shall be deemed or construed to create a partnership, joint venture or other affiliation between CITY and PERMITTEE or between CITY and any other entity or party, or cause CITY to be responsible in any way for the debts or obligations of PERMITTEE or any other party or entity.
46. Entire Agreement. This Permit constitutes the entire agreement between the parties and supersedes any and all prior understandings, representations, warranties and agreements

between them pertaining to this Permit and PERMITTEE's occupancy, use, maintenance and restoration of the Permit Area. Any modification, alteration or amendment of this Permit shall be in writing and signed by all the parties hereto. Each party represents and warrants that this Permit is binding upon such party in accordance with its terms.

47. Counterparts. This Permit may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument.
48. Notices. Any notice required or permitted to be given under this Permit shall be in writing and may be served personally or delivered by United States mail, postage prepaid, and addressed to PERMITTEE at PERMITTEE's Address for Notices, and to CITY as follows:

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

San Diego Gas & Electric Company
Attention: Supervisor, Land Management Department
8690 Balboa Avenue, CPA01
San Diego, California 92123
(858) 637-7989

49. Authority to Contract. Each individual executing this Permit on behalf of another person or legal entity represents and warrants that they are authorized to execute and deliver this Permit on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws or other written rules of conduct or governing agreement, and that this Permit is binding upon such person or entity in accordance with its terms. Each person executing this Permit on behalf of another person or legal entity represents and warrants such entity is a valid, qualified corporation, limited liability company, partnership or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.
50. Acceptance of Permit Area. By signing this Permit, PERMITTEE represents and warrants that it has independently inspected the Permit Area and made all tests, investigations and observations necessary to satisfy itself as to the condition of the Permit Area and its suitability for the Permit Use. PERMITTEE further represents and warrants that it is not relying on any representation by CITY as to the condition of the Permit Area or its suitability for the Permit Use, and that PERMITTEE is relying solely on its own and independent inspections, tests, investigations and observations of the Permit Area in entering into this Permit. PERMITTEE accepts the Permit Area in its current condition. PERMITTEE acknowledges and agrees that unless set forth in this Permit, CITY has no

obligation to improve, modify, repair, replace, alter, secure, or otherwise develop the Permit Area at any time either prior to, on or after the Effective Date. PERMITTEE shall not hold CITY responsible for any defects in the Permit Area. PERMITTEE accepts and assumes all risk of harm to all persons and property, including without limitation PERMITTEE's employees, from any defects in the Permit Area.

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

SAN DIEGO GAS AND ELECTRIC COMPANY

BY: _____

Name: Colleen Fino

Title: Supervisor, Land Management

THE CITY OF SAN DIEGO, a California municipal corporation

BY: _____

Name: Kristin Geitz

Title: Interim Director, Real Estate Assets

Approved as to form this 3rd day of November, 2020

MARA W. ELLIOTT, City Attorney

Name: Melissa Haley

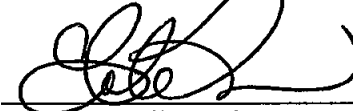
Title: Deputy City Attorney

obligation to improve, modify, repair, replace, alter, secure, or otherwise develop the Permit Area at any time either prior to, on or after the Effective Date. PERMITTEE shall not hold CITY responsible for any defects in the Permit Area. PERMITTEE accepts and assumes all risk of harm to all persons and property, including without limitation PERMITTEE's employees, from any defects in the Permit Area.

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

SAN DIEGO GAS AND ELECTRIC COMPANY

BY:



10-15-20

Name: Colleen Fino

Title: Supervisor, Land Management

THE CITY OF SAN DIEGO, a California municipal corporation

BY:



10-29-2020

Name: Kristin Geitz

Title: Interim Director, Real Estate Assets

Approved as to form this ____ day of
_____, 20__

MARA W. ELLIOTT, City Attorney

Name: _____

Title: _____

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF REAL PROPERTY SITUATED IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, BEING STRIPS OF LAND OF VARYING WIDTH LYING WITHIN, UPON, OVER, UNDER AND ACROSS RANCHO SAN BERNARDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF IN BOOK 2, PAGE 462, OF PATENTS, SAID STRIPS BEING DESCRIBED AS FOLLOWS:

STRIP NO. 1

A STRIP OF LAND OF VARYING WIDTH, THE SOUTHEASTERLY LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND SPIKE & WASHER IN THE CENTERLINE OF SUNSET DRIVE MARKING THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS "NORTH 33°00'52" EAST, 407.66 FEET" ON A RECORD OF SURVEY FILED FEBRUARY 23, 2000 AS FILE NO. 2000-89740 IN THE BOOK OF RECORD OF SURVEY MAPS, BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE NORTH 72°35'19" EAST, 2173.35 FEET TO THE **TRUE POINT OF BEGINNING**, SAID POINT BEING ON THE SOUTHERLY LINE OF BEAR VALLEY PARKWAY PER ROAD SURVEY 1791-1.

THENCE SOUTH 15°44'24" WEST, 53.29 FEET;

THENCE SOUTH 19°33'09" WEST, 657.00 FEET TO A POINT HEREON DENOTED AS **POINT "A"**;

THENCE, CONTINUING, SOUTH 19°33'09" WEST, 30.00 FEET TO A POINT HEREON DENOTED AS **POINT "B"**;

THENCE, CONTINUING, SOUTH 19°33'09" WEST, 229.50 FEET TO THE **POINT OF TERMINATION**.

ABOVE DESCRIBED STRIP BEING 30.00 FEET WIDE FROM THE **TRUE POINT OF BEGINNING** TO **POINT "A"**, 10.00 FEET WIDE FROM **POINT "A"** TO **POINT "B"**, AND 30.00 FEET WIDE FROM **POINT "B"** TO THE **POINT OF TERMINATION**

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED TO ORIGINATE IN THE SOUTHERLY LINE OF BEAR VALLEY PARKWAY PER ROAD SURVEY 1791-1 AND TERMINATE AT RIGHT ANGLES TO THE **POINT OF TERMINATION**.

CONTAINING 27,546 SQUARE FEET OR 0.632 ACRE, MORE OR LESS

STRIP NO. 2

A STRIP OF LAND 10.00 FEET WIDE BEING 5.00 FEET ON EACH SIDE OF THE CENTERLINE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE **POINT OF BEGINNING** OF THE ABOVE-DESCRIBED STRIP NO. 1;

THENCE NORTH 75°23'26" EAST, 2133.16 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 19°33'25" WEST, 813.05 FEET TO THE **POINT OF TERMINATION**.

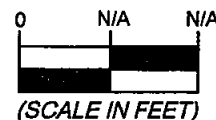
THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED TO ORIGINATE AT RIGHT ANGLES TO THE **TRUE POINT OF BEGINNING** AND TERMINATE AT RIGHT ANGLES TO THE **POINT OF TERMINATION**.

CONTAINING 8,131 SQUARE FEET OR 0.187 ACRE, MORE OR LESS



GIS SURVEYORS INC.
12120 TECH CENTER DRIVE,
SUITE D
POWAY, CA 92084
PHONE: (858) 879-1732

EXHIBIT "A"
LEGAL DESCRIPTION
SAN DIEGO COUNTY, CA
SPEC SERVICES, INC.
TEMP. CONSTRUCTION ESMT.



DATE: 3/4/20
PAGE: 1 OF 3

EXHIBIT "A"
LEGAL DESCRIPTION

STRIP NO. 3

A STRIP OF LAND OF VARYING WIDTH, THE EASTERLY LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF BEGINNING OF THE ABOVE-DESCRIBED STRIP NO. 1;
THENCE SOUTH 30°11'03" EAST, 2007.01 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 11°59'09" WEST, 425.42 FEET;
THENCE SOUTH 15°49'21" EAST, 28.00 FEET TO A POINT HEREON DENOTED AS POINT "C";
THENCE, CONTINUING, SOUTH 15°49'21" EAST, 40.00 FEET TO THE POINT OF TERMINATION.

ABOVE DESCRIBED STRIP BEING 30.00 FEET WIDE FROM THE TRUE POINT OF BEGINNING TO POINT "C" AND 6.00 FEET WIDE FROM POINT "C" TO THE POINT OF TERMINATION,

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED TO ORIGINATE AT RIGHT ANGLES TO THE TRUE POINT OF BEGINNING AND TERMINATE AT RIGHT ANGLES TO THE POINT OF TERMINATION.

CONTAINING 14,065 SQUARE FEET OR 0.323 ACRE, MORE OR LESS

STRIP NO. 4

A STRIP OF LAND 10.00 FEET WIDE BEING 5.00 FEET ON EACH SIDE OF THE CENTERLINE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF BEGINNING OF THE ABOVE-DESCRIBED STRIP NO. 1;
THENCE SOUTH 49°41'31" EAST, 1960.22 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 11°59'25" WEST, 148.42 FEET TO THE POINT OF TERMINATION.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED TO ORIGINATE AT RIGHT ANGLES TO THE TRUE POINT OF BEGINNING AND TERMINATE AT RIGHT ANGLES TO THE POINT OF TERMINATION.

CONTAINING 1,484 SQUARE FEET OR 0.034 ACRE, MORE OR LESS

STRIP NO. 5

A STRIP OF LAND 30.00 FEET WIDE BEING 15.00 FEET ON EACH SIDE OF THE CENTERLINE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF BEGINNING OF THE ABOVE-DESCRIBED STRIP NO. 1;
THENCE SOUTH 38°05'54" EAST, 2260.34 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 15°49'21" EAST, 293.06 FEET TO THE POINT OF TERMINATION.

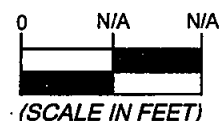
THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED TO ORIGINATE AT RIGHT ANGLES TO THE TRUE POINT OF BEGINNING AND TERMINATE AT RIGHT ANGLES TO THE POINT OF TERMINATION.

CONTAINING 8,792 SQUARE FEET OR 0.202 ACRE, MORE OR LESS



GIS SURVEYORS INC.
12120 TECH CENTER DRIVE,
SUITE D
POWAY, CA 92064
PHONE: (858) 679-1732

EXHIBIT "A"
LEGAL DESCRIPTION
SAN DIEGO COUNTY, CA
SPEC SERVICES, INC.
TEMP. CONSTRUCTION ESMT.



DATE: 3/4/20
PAGE: 2 OF 3

EXHIBIT "A"
LEGAL DESCRIPTION

STRIP NO. 6

A STRIP OF LAND 10.00 FEET WIDE BEING 5.00 FEET ON EACH SIDE OF THE CENTERLINE
BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF BEGINNING OF THE ABOVE-DESCRIBED STRIP NO. 1;

THENCE SOUTH 45°10'34" EAST, 2053.74 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 11°59'09" WEST, 235.63 FEET;

THENCE SOUTH 15°49'21" EAST, 386.06 FEET TO THE POINT OF TERMINATION.

**THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED TO ORIGINATE AT RIGHT
ANGLES TO THE TRUE POINT OF BEGINNING AND TERMINATE AT RIGHT ANGLES TO THE POINT OF
TERMINATION.**

CONTAINING 6,217 SQUARE FEET OR 0.143 ACRE, MORE OR LESS

**THE TOTAL OF ALL 6 STRIPS DESCRIBED HEREON CONTAINS 66,235 SQUARE FEET OR 1.521 ACRES,
MORE OR LESS.**

**ALL FOUND MONUMENT DESCRIPTIONS AND BASIS OF BEARINGS ARE AS SHOWN ON EXHIBIT "B"
ATTACHED HERETO AND MADE A PART HEREOF.**

**THIS DESCRIPTION IS NOT INTENDED FOR USE IN THE CONVEYANCE OF LAND IN VIOLATION OF THE
SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.**

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.



DENNIS W. ROSE, P.L.S. 9045
EXPIRES: 09/30/2021

03/04/2020

DATE



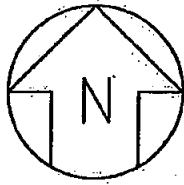
GIS SURVEYORS INC.
12120 TECH CENTER DRIVE,
SUITE D
POWAY, CA 92084
PHONE: (858) 679-1732

EXHIBIT "A"
LEGAL DESCRIPTION
SAN DIEGO COUNTY, CA
SPEC SERVICES, INC.
TEMP. CONSTRUCTION ESMT.



DATE: 3/4/20
PAGE: 3 OF 3

EXHIBIT "B" PLAT



CL BEAR VALLEY
PARKWAY PER ROAD SURVEY 1791-1

SOUTHERLY LINE OF
BEAR VALLEY PER
ROAD SURVEY 1791-1

CL SUNSET DRIVE
(N33°00'52"E PER ROS 16483)
(BASIS OF BEARINGS)

P.O.B. STRIP NO. 1
FOUND SPIKE & WASHER STAMPED
"RCE 17706" PER RECORD OF
SURVEY 16483 RECORDED
02/23/2000 AS FILE NO.
2000-89740, OF OFFICIAL RECORDS

STRIP NO. 1
(SEE SHEET 2)

STRIP NO. 2
(SEE SHEET 3)

LEGEND

- PROPOSED EASEMENT
- RIGHT-OF-WAY LINE
- STREET CENTERLINE
- EXISTING LOT LINE
- TIE LINE
- ESMT. EASEMENT
- P.O.B. POINT OF BEGINNING
- TEMP. TEMPORARY

RANCHO SAN BERNARDO
BOOK 2, PAGE 462,
OF PATENTS.

STRIP NO. 3
(SEE SHEET 4)

STRIP NO. 4
(SEE SHEET 5)

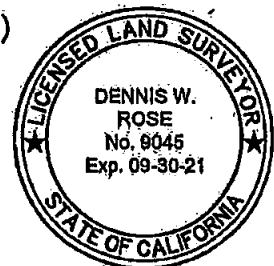
STRIP NO. 5
(SEE SHEET 6)

STRIP NO. 6
(SEE SHEET 7)

[Signature]

DENNIS W. ROSE, P.L.S. 9045
EXP: 09/30/2021

03/04/2020
DATE



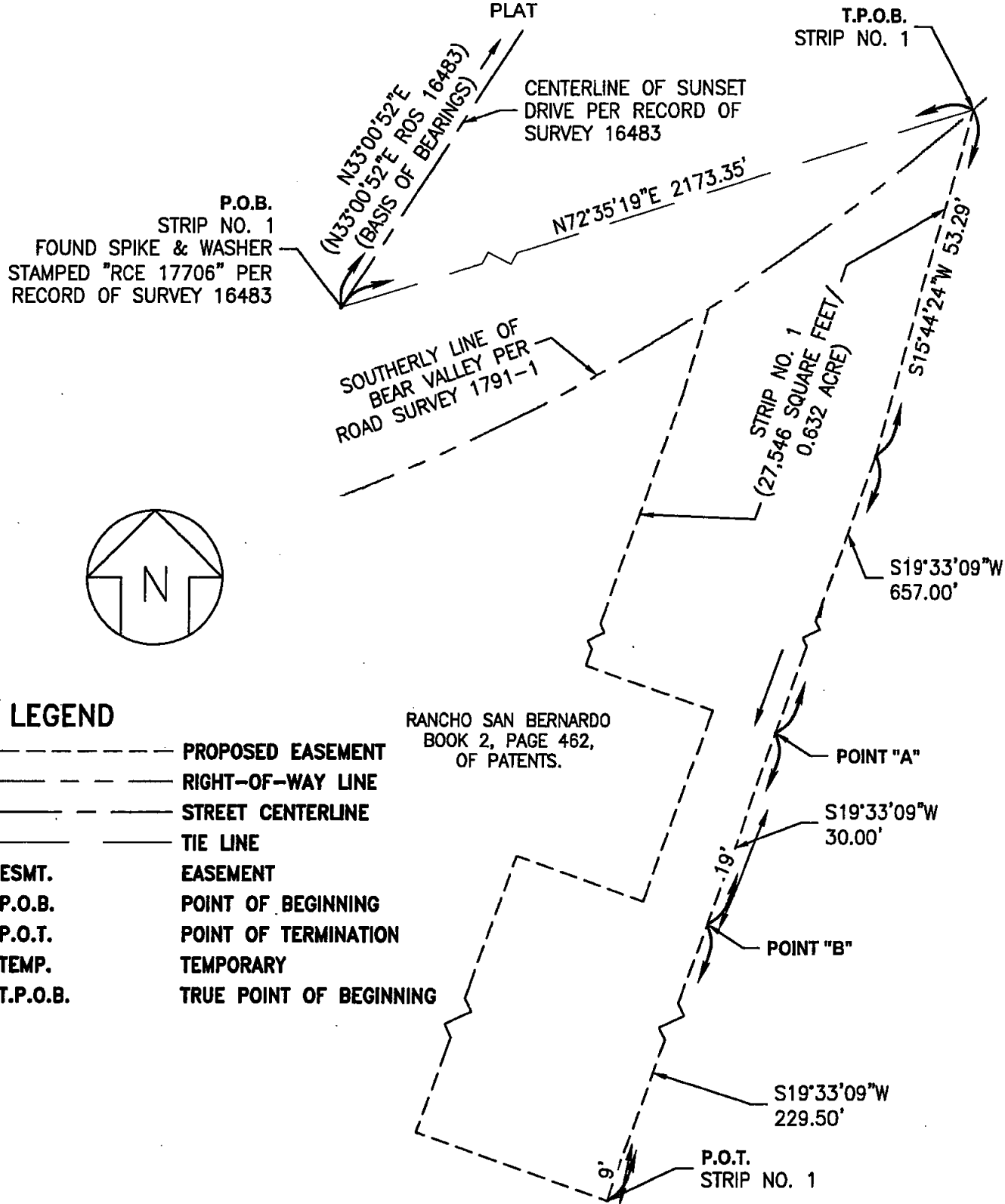
GIS SURVEYORS INC.
12120 TECH CENTER DRIVE,
SUITE D
POWAY, CA 92064
PHONE: (858) 679-1732

EXHIBIT "B"
PLAT
SAN DIEGO COUNTY, CA
SPEC SERVICES, INC.
TEMP. CONSTRUCTION ESMT.



DATE: 3/4/20
PAGE: 1 OF 7

EXHIBIT "B" PLAT



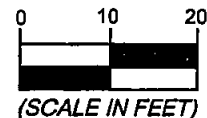
LEGEND

---	PROPOSED EASEMENT
---	RIGHT-OF-WAY LINE
---	STREET CENTERLINE
---	TIE LINE
ESMT.	EASEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
TEMP.	TEMPORARY
T.P.O.B.	TRUE POINT OF BEGINNING



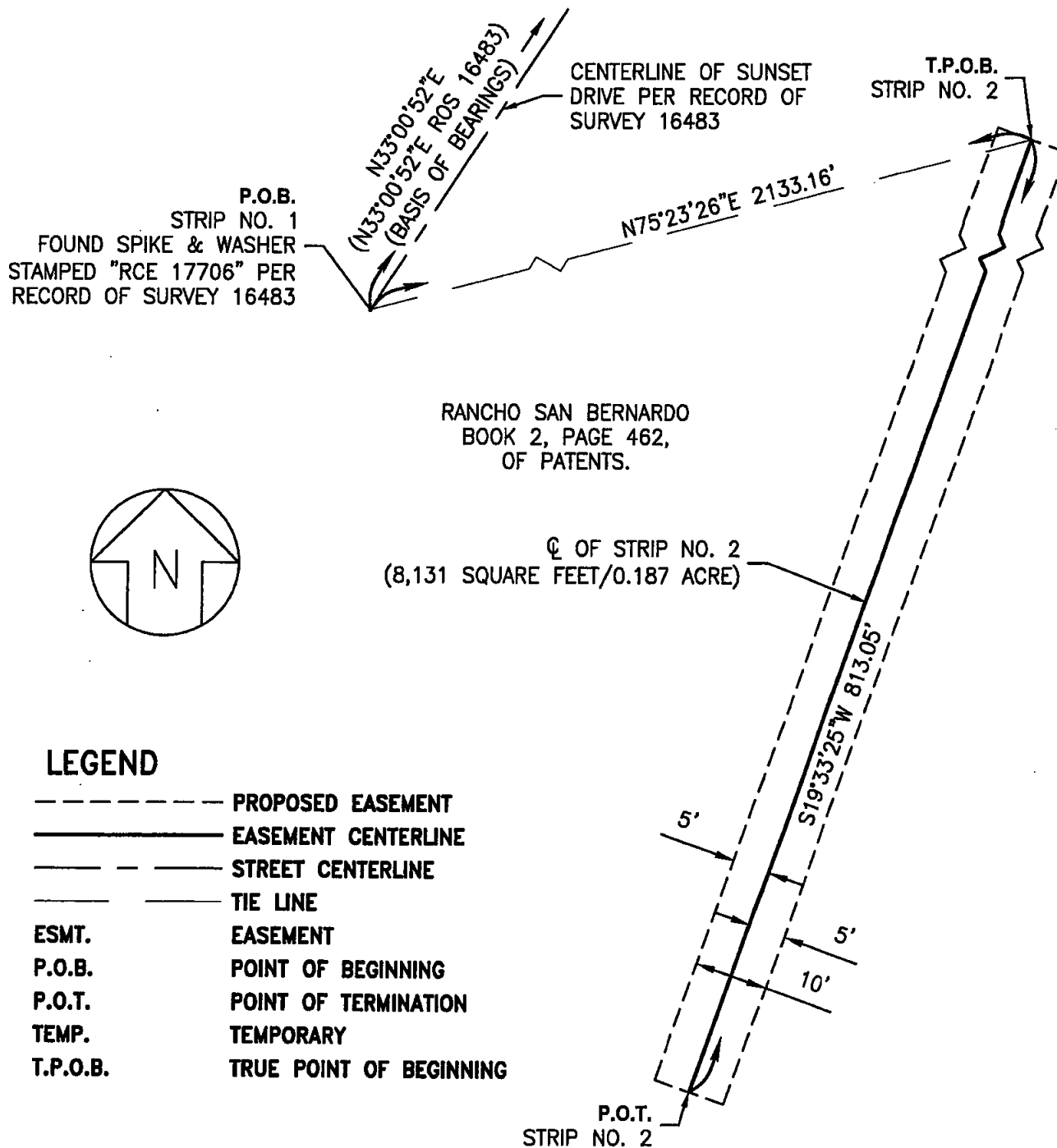
GIS SURVEYORS INC.
12120 TECH CENTER DRIVE,
SUITE D
POWAY, CA 92064
PHONE: (858) 679-1732

EXHIBIT "B"
PLAT
SAN DIEGO COUNTY, CA
SPEC SERVICES, INC.
TEMP. CONSTRUCTION ESMT.



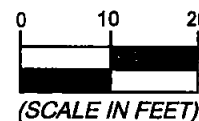
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PAGE: 2 OF 7

EXHIBIT "B" PLAT



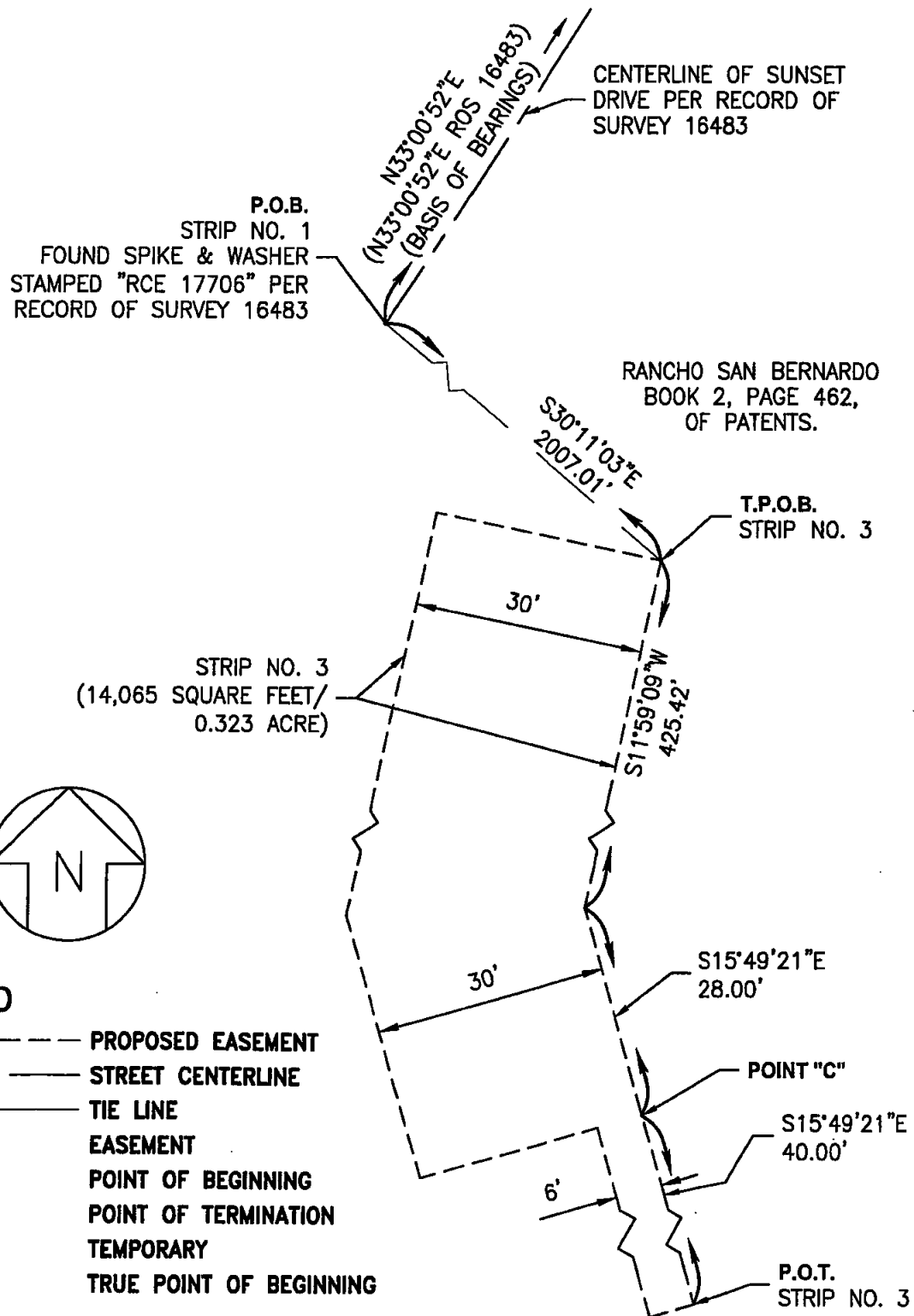
GIS SURVEYORS INC.
12120 TECH CENTER DRIVE,
SUITE D
POWAY, CA 92064
PHONE: (858) 679-1732

EXHIBIT "B"
PLAT
SAN DIEGO COUNTY, CA
SPEC SERVICES, INC.
TEMP. CONSTRUCTION ESMT.



DATE: 3/4/20
PAGE: 3 OF 7

EXHIBIT "B" PLAT



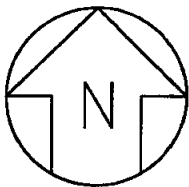
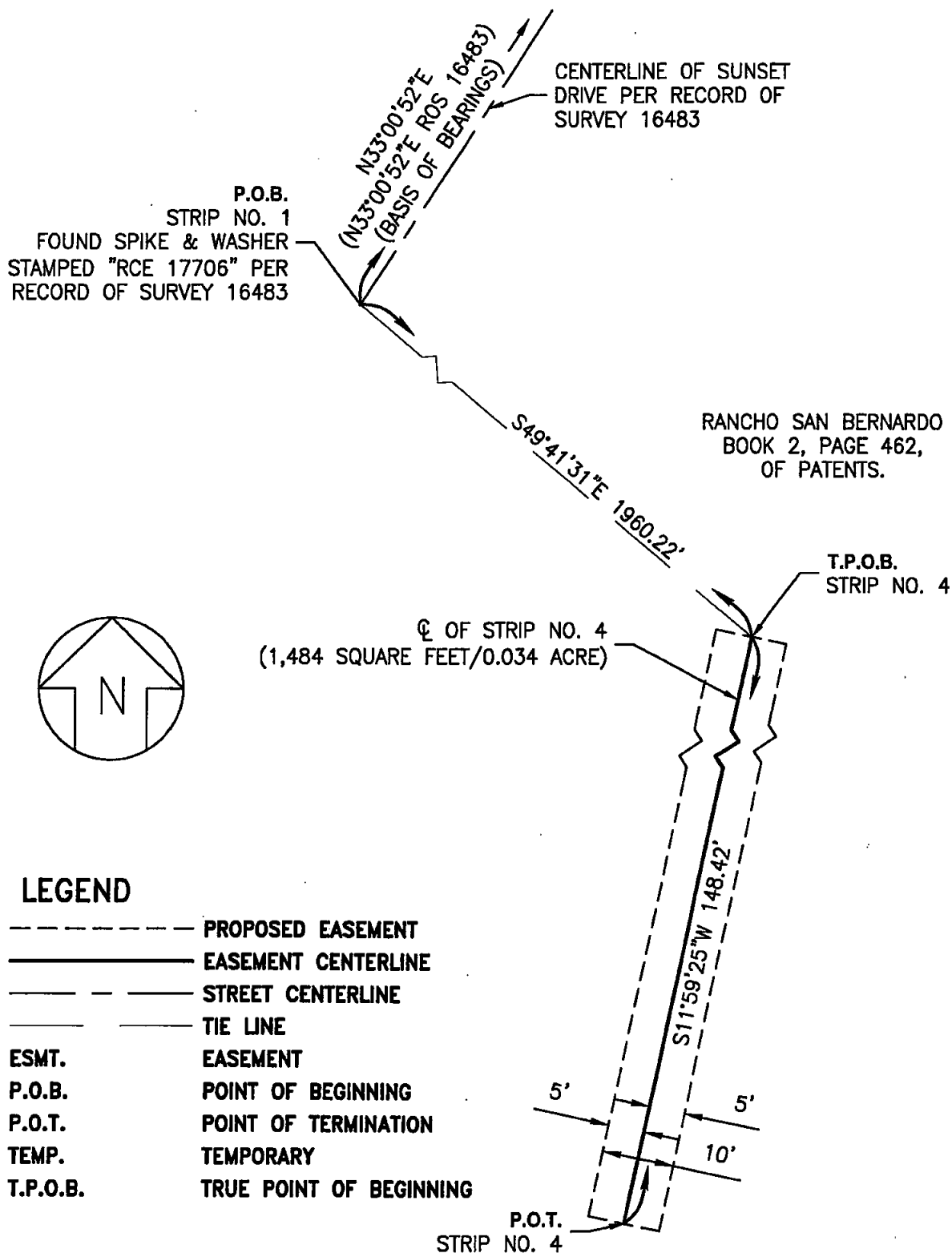
GIS SURVEYORS INC.
12120 TECH CENTER DRIVE,
SUITE D
POWAY, CA 92064
PHONE: (858) 679-1732

EXHIBIT "B"
PLAT
SAN DIEGO COUNTY, CA
SPEC SERVICES, INC.
TEMP. CONSTRUCTION ESMT.

0 10 20
(SCALE IN FEET)

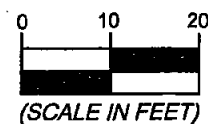
DATE: 3/4/20
PAGE: 4 OF 7

EXHIBIT "B" PLAT



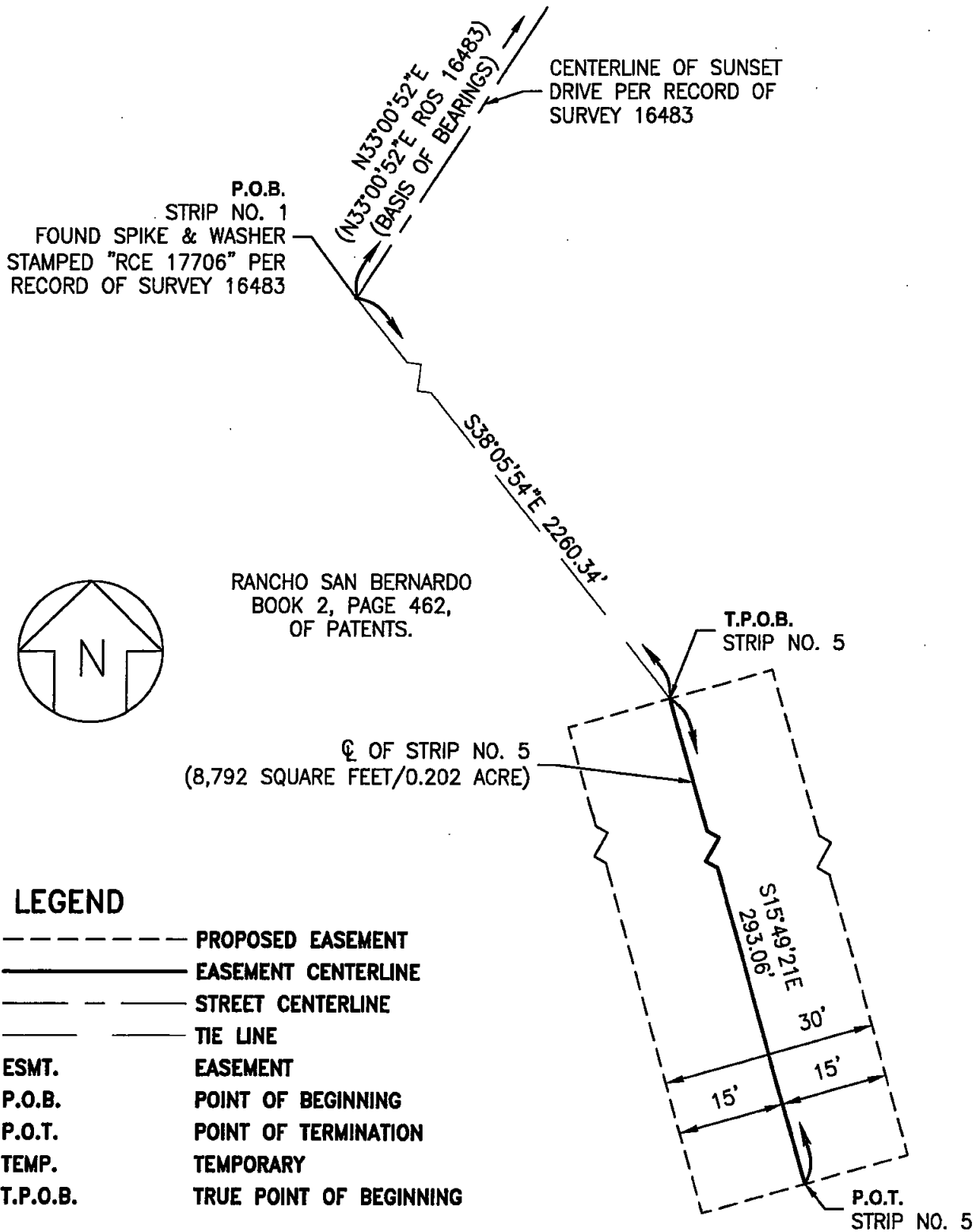
GIS SURVEYORS INC.
12120 TECH CENTER DRIVE,
SUITE D
POWAY, CA 92064
PHONE: (658) 679-1732

EXHIBIT "B"
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SAN DIEGO COUNTY, CA
SPEC SERVICES, INC.
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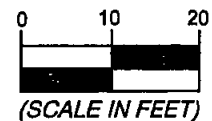
DATE: 3/4/20
PAGE: 5 OF 7

EXHIBIT "B" PLAT



GIS SURVEYORS INC.
12120 TECH CENTER DRIVE,
SUITE D
POWAY, CA 92064
PHONE: (858) 679-1732

EXHIBIT "B"
PLAT
SAN DIEGO COUNTY, CA
SPEC SERVICES, INC.
TEMP. CONSTRUCTION ESMT.



DATE: 3/4/20
PAGE: 6 OF 7

EXHIBIT "B" PLAT

P.O.B.
STRIP NO. 1
FOUND SPIKE & WASHER
STAMPED "RCE 17706" PER
RECORD OF SURVEY 16483

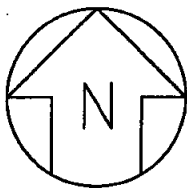
N33°00'52"E
(N33°00'52"E ROS 16483)
(BASIS OF BEARINGS)

CENTERLINE OF SUNSET
DRIVE PER RECORD OF
SURVEY 16483

RANCHO SAN BERNARDO
BOOK 2, PAGE 462,
OF PATENTS.

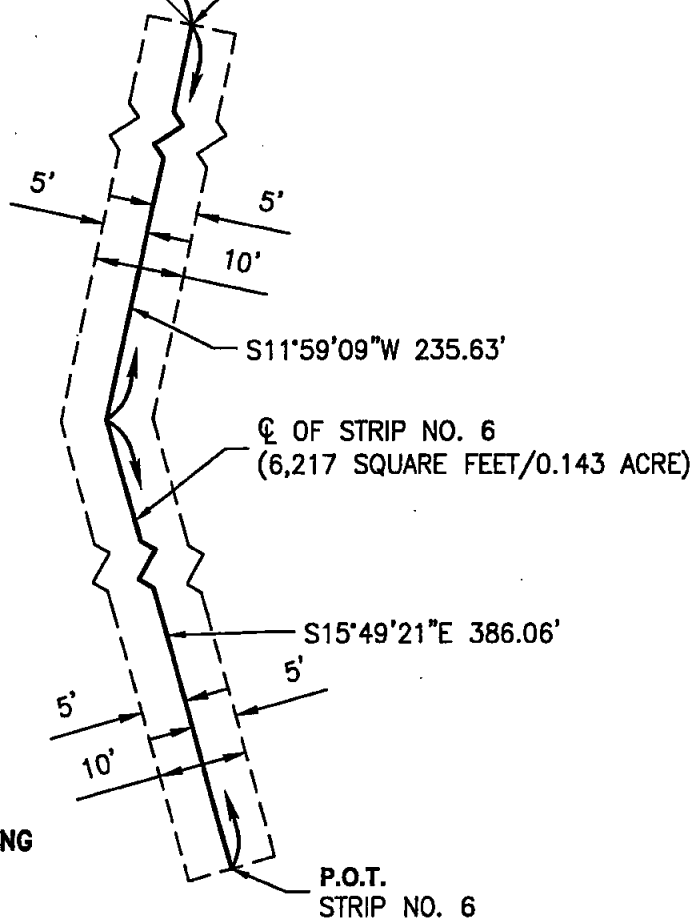
S45°10'34"E
2053.74'

T.P.O.B.
STRIP NO. 6



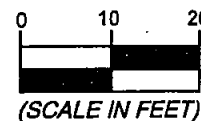
LEGEND

-----	PROPOSED EASEMENT
=====	EASEMENT CENTERLINE
-----	STREET CENTERLINE
-----	TIE LINE
ESMT.	EASEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
TEMP.	TEMPORARY
T.P.O.B.	TRUE POINT OF BEGINNING



GIS SURVEYORS INC.
12120 TECH CENTER DRIVE,
SUITE D
POWAY, CA 92064
PHONE: (858) 679-1732

EXHIBIT "B"
PLAT
SAN DIEGO COUNTY, CA
SPEC SERVICES, INC.
TEMP. CONSTRUCTION ESMT.



DATE: 3/4/20
PAGE: 7 OF 7

EXHIBIT C

PREVAILING WAGE REQUIREMENTS

By signing this Permit, PERMITTEE certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing any work.

Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Permit is subject to State prevailing wage laws. For construction work performed under this Permit cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Permit cumulatively exceeding \$15,000, PERMITTEE, its contractors and subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, PERMITTEE, its contractors and subcontractors shall ensure that all workers who perform work under this Permit are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

1.1. Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. PERMITTEE, its contractors and subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Permit. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Permit in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Permit, each successive predetermined wage rate shall apply to this Permit on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Permit, such wage rate shall apply to the balance of the Permit.

2. Penalties for Violations. PERMITTEE, its contractors and subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

3. Payroll Records. PERMITTEE, its contractors and subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. PERMITTEE shall require its contractors and subcontractors to also comply with section 1776. PERMITTEE, its contractors and subcontractors shall submit weekly certified payroll records online via the CITY's web-based Labor Compliance Program. PERMITTEE is responsible for ensuring its contractors and subcontractors submit certified payroll records to the CITY. PERMITTEE, its contractors and subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

4. Apprentices. PERMITTEE, its contractors and subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. PERMITTEE shall be held responsible for their compliance as well as the compliance of their contractors and subcontractors with sections 1777.5, 1777.6 and 1777.7.

5. Working Hours. PERMITTEE, its contractors and subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

6. Required Provisions for Contracts and Subcontracts. PERMITTEE shall include at a minimum a copy of the following provisions in any contract they enter into with a contractor or subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861. PERMITTEE shall ensure its contractors shall include at a minimum a copy of the following provisions in any contract they enter into with a contractor or subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. Labor Code Section 1861 Certification. PERMITTEE in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Permit, PERMITTEE certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Permit."

8. Labor Compliance Program. The CITY has its own Labor Compliance Program authorized in August 2011 by the DIR. PERMITTEE shall withhold contract payments pursuant to the contract between PERMITTEE and PERMITTEE's contractors or subcontractors when payroll records are delinquent or deemed inadequate by the CITY or other governmental entity, or it has been established after an investigation by the CITY or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not

be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1(a), "[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

9.1. A contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

9.2. A contract entered into with any contractor or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of section 1725.5 of this section.

9.3. By signing this Permit, PERMITTEE certifies that he or she has verified that all contractors and subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and PERMITTEE shall provide proof of registration for themselves and all listed contractors and subcontractors to the CITY at the time of execution of this Permit or upon request.

10. Stop Order. For PERMITTEE or its contractor(s) or subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor(s) or unregistered subcontractor(s) on ALL public works until the unregistered contractor(s) or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

11. List of all Subcontractors. The CITY may ask PERMITTEE for the most current list of contractors or subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Permit at any time during performance of this Permit, and PERMITTEE shall provide the list within ten (10) working days of the CITY's request. PERMITTEE shall notify CITY of any contractors or subcontractors, including their DIR registration numbers, which have not previously performed work on this Permit prior to said contractors or subcontractors performing work on this Permit. Additionally, PERMITTEE shall provide the CITY with a complete list of all contractors or subcontractors utilized on this Permit (regardless of tier), within ten (10) working days of the completion of the work authorized by this Permit, along with their DIR registration numbers. PERMITTEE shall withhold final payment to contractor(s) until at least 30 days after this information is provided to the CITY.

12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. PERMITTEE shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

12.1. Registration. PERMITTEE and its contractors will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the CITY, but will not be required to be submitted online with the DIR directly. PERMITTEE will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).

12.3. List of all Subcontractors. PERMITTEE and its contractors shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).