

CITY OF SAN DIEGO

RIGHT OF ENTRY PERMIT

THIS CITY OF SAN DIEGO RIGHT OF ENTRY PERMIT ("Permit") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and COMPETITIVE POWER VENTURES, INC ("PERMITTEE"), to be effective as of the date of execution by CITY (the "Effective Date") when signed by the parties and approved by the San Diego City Attorney, as follows:

RECITALS

- A. CITY is the owner of certain real property (the "City Property") consisting of approximately 66 – acres study area located East of the intersection of Nobel Drive and Interstate 805 MHPA , San Diego County, California, and comprised of APN 345-021-02, APN 345-021-03 and APN 348-021-03; collectively know as "Permit Area", as shown in **EXHIBIT A: Permit Area**, attached hereto.
- B. Under the terms and conditions of this Permit, CITY will allow PERMITTEE to use the Permit Area for the sole purpose of conducting a survey of sensitive biological archeological or cultural resources within the 66-acre study area.

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

- 1. **Right to Enter.** Subject to the terms and conditions of this Permit, CITY hereby grants permission to PERMITTEE, its employees, agents, and contractors to enter upon the Permit Area solely for the purpose of conducting a survey of sensitive biological resources archeological, or cultural and restoring the City Property as required by this Permit (the "Permit Use"), and for no other purpose whatsoever.
- 2. **Use of Permit Area.** PERMITTEE may use the Permit Area on a Daily basis solely for the purposes of the Permit Use. PERMITTEE shall obtain all related permits and comply with all applicable environmental laws, rules, and regulations related to the Permit Use.
- 3. **Permit Fee.** On or before the Effective Date, PERMITTEE shall pay to CITY a one-time, non-refundable permit processing fee of Six Hundred Dollars (\$600).
- 4. **Term.** The term of this Permit ("Term") shall commence on the Effective Date, and shall expire on December 31, 2008.
- 5. **Revocable License.** This Permit is not a lease. It is a non-exclusive license to use CITY property, and may be revoked at will by CITY, in its sole discretion. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a result of such revocation or the termination of this Permit. PERMITTEE expressly waives any claim for expense or loss which PERMITTEE might incur as a result of CITY'S termination of this Permit. CITY may at all times enter upon the Permit Area.

6. Restoration. Immediately upon the expiration or earlier termination of this Permit, PERMITTEE shall promptly remove any and all improvements it installed in, on, under, or above the Permit Area and restore the Permit Area to its original condition, all at PERMITTEE'S sole cost and expense.
7. Information. PERMITTEE shall provide to City, at no expense to CITY, a copy of any biological, archeological, or cultural resource surveys obtained or prepared as a result of PERMITTEE having been granted access to the Permit Area during the Term of this Permit. Such surveys shall be provided to CITY by PERMITTEE on or before December 31, 2008.
8. CITY'S Consent, Discretion. Whenever required under this Permit, CITY'S consent or approval shall mean the written consent or approval of the Mayor of San Diego, or his or her designee ("Mayor"), unless otherwise expressly provided. CITY'S discretionary acts hereunder shall be made in the Mayor's discretion, unless otherwise expressly provided.
9. Governmental Approvals. By entering into this Permit, neither CITY nor CITY'S City Council is obligating itself to any other governmental agent, board, commission, department or agency with regard to any other discretionary action relating to the Permit Area or PERMITTEE'S use of the Permit Area. Discretionary action includes but is not limited to rezonings, variances, environmental clearances, lease agreements, sales agreements, option to lease or purchase agreements, exclusive negotiating agreements, or any other governmental agency approvals or agreements which may be required for the PERMITTEE'S use of the Permit Area.
10. Hazardous Substances. PERMITTEE shall not allow the installation or release of hazardous substances in, on, under, or from the Permit Area or the City Property. PERMITTEE and PERMITTEE'S agents and contractors shall not store, utilize, or sell any hazardous substance on the Permit Area or the City Property without CITY'S prior written consent. For the purposes of this provision, a release shall include but not be limited to any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" shall mean those hazardous substances listed by the Environmental Protection Agency in regularly released reports and any other substances incorporated into the State of California's list of hazardous substances. A copy of the presently effective EPA and the State lists is on file in the Office of the City Clerk as Document 769704 and by this reference is incorporated into this Lease.
 - 10.1 Remediation. If PERMITTEE'S occupancy, use, development, maintenance, or restoration of the Permit Area results in a release of a hazardous substance, PERMITTEE shall pay all costs of remediation and removal of the hazardous substance in accordance with all applicable laws, rules, and regulations of governmental authorities.
 - 10.2 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 occupancy, use, development, maintenance, or restoration of the Permit Area, including but not limited to costs of environmental assessments, costs of remediation and removal, any necessary response costs, damages for injury to natural resources or the public, and costs of any health assessment or health effect studies.

- 10.3 Notice of Release. If PERMITTEE knows or has reasonable cause to believe that a hazardous substance has been released on or beneath the Permit Area or the City Property, PERMITTEE shall immediately notify CITY and deliver a written report thereof to CITY within three (3) days of receipt of the knowledge or cause for belief. If PERMITTEE knows or has reasonable cause to believe that such substance is an imminent and substantial danger to public health and safety, PERMITTEE shall take all actions necessary to alleviate the danger. PERMITTEE shall notify CITY immediately of any notice of violation received or initiation of environmental actions or private suits related to the Permit Area or the City Property.
- 10.4 Environmental Assessment. Upon reasonable cause to believe that PERMITTEE'S occupancy, use, development, maintenance, or restoration of the Permit Area or the City Property ("PERMITTEE'S Operations"), resulted in any hazardous substance being released on or beneath the Permit Area or the City Property, CITY may cause an environmental assessment 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, or under the Permit Area or the City Property, 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, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect compliance with those laws or statutes, and estimates of the cost of such remediation or removal. PERMITTEE shall cause, or if PERMITTEE fails to do so within a reasonable period of time, CITY may cause, the remediation and/or removal recommended in the environmental assessment such that compliance with environmental law is achieved, and PERMITTEE shall pay all costs and expenses therefor.
11. Relocation. CITY may relocate the Permit Area if, in CITY'S opinion, PERMITTEE'S use of the Permit Area unreasonably interferes with CITY'S present or future use of the City Property. CITY shall provide to PERMITTEE a substitute for the Permit Area reasonably suited to PERMITTEE'S needs at no cost to PERMITTEE. PERMITTEE shall pay for all costs related to the first such relocation of the Permit Area, and CITY shall reimburse PERMITTEE for all reasonable costs incurred for any subsequent relocation.
12. Noninterference. PERMITTEE shall not materially interfere with CITY'S use, operations, and activities on the City Property, and PERMITTEE shall use such routes and follow such procedures on the City Property as shall result in the least damage and inconvenience to CITY and other users of the City Property.
13. Property Damage. PERMITTEE shall pay for all damage to the City Property, CITY'S personal property on the City Property, and the personal property of third parties on the City Property resulting from PERMITTEE'S exercise of the rights granted by this Permit, including without limitation soil erosion, subsidence, or damage resulting thereby. PERMITTEE shall promptly repair and restore to its original condition all such property.

14. Indemnification. PERMITTEE shall protect, defend, indemnify, and hold CITY, its elected officials, officers, representatives, agents, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to PERMITTEE'S officers, employees, agents, contractor's, students, invitees and guests, which arise out of or are in any manner directly or indirectly connected with this Permit or PERMITTEE'S occupancy, use, development, maintenance, or restoration of the Permit Area or the City Property, and all expenses of investigating and defending against same, including without limitation attorney fees and costs; provided, however, that PERMITTEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of CITY, its elected officials, officers, representatives, agents and employees. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, PERMITTEE shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs.
15. Taxes. PERMITTEE, alone, shall pay any and all taxes, charges, and use fees levied by any governmental agency against PERMITTEE or against any of the City Property as a result of PERMITTEE'S occupancy, use, development, maintenance, or restoration of the Permit Area or the City Property.
16. Encumbrances. PERMITTEE shall keep the City Property free from all encumbrances and liens of any nature which arise out of or are in any manner directly or indirectly connected with this Permit or PERMITTEE'S use 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 attorney fees and costs, relating to or charged against the City Property, including without limitation PERMITTEE'S failure or the failure of any contractor or subcontractor hired by PERMITTEE to pay any person or persons referred to in Section 3181 of the California Civil Code or other applicable sections thereof.
17. No Discrimination. PERMITTEE shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in PERMITTEE'S use of the City Property, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.
18. PERMITTEE'S Risk. PERMITTEE recognizes that CITY may need the City Property for essential public infrastructure such as a water or sewer treatment plant, and that PERMITTEE shall bear all risks and liability arising out of or in any manner directly or indirectly connected with PERMITTEE'S use of the City Property, including the expenditure of time and money to evaluate the suitability or development potential of the City Property for any purposes whatsoever, and any damages to the improvements on, or in the vicinity of the City Property resulting directly or indirectly thereby.

19. INSURANCE. PERMITTEE shall not use the Permit Area until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required herein; however, the City reserves the right to request, and PERMITTEE shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required; and (c) confirmed that all policies contain the required specific provisions. PERMITTEE's liabilities, including but not limited to PERMITTEE's indemnity obligations, under this Permit, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Permit and PERMITTEE's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Permit may be treated by the City as grounds for termination of this Permit.

Further, PERMITTEE shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Permit.

19.1 Types of Insurance. At all times during the term of this Permit, PERMITTEE shall maintain insurance coverage as follows:

19.1.1 Commercial General Liability. Commercial General Liability (CGL) Insurance written on the current version of the ISO Occurrence form CG 00 01 or an equivalent form providing coverage at least as broad which shall cover liability arising from bodily injury or property damage in the amount of \$1,000,000 per occurrence and subject to an annual aggregate of \$2,000,000. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

19.1.2 Commercial Automobile Liability. For all of PERMITTEE's automobiles including owned, hired and non-owned automobiles, PERMITTEE shall keep in full force and effect, automobile insurance written on the current version of the ISO form CA 00 01 or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence.

19.1.3 Workers' Compensation. For all of PERMITTEE's employees who are subject to this Permit and to the extent required by the applicable state or federal law, PERMITTEE shall keep in full force and effect, a Workers' Compensation policy. That policy shall include a minimum of \$1 million of employers' liability coverage, and PERMITTEE shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

19.1.3 All Risk Property Insurance. Permittee shall obtain All Risks Property Insurance on all insurable property on the Permit Area in an amount to cover 100% of the replacement cost.

19.2 Deductibles. All deductibles on any policy shall be the responsibility of PERMITTEE and shall be disclosed to the City at the time the evidence of insurance is provided.

19.3 Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by this Permit shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

19.4 Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under this Permit.

19.4.1 Additional Insured. To the fullest extent allowed by law, the Commercial General Liability and Commercial Automobile policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives written on ISO form CG2010 (11/85) or an equivalent form.

19.4.2 Primary and Non-Contributory Coverage. The Commercial General Liability policy or policies must be endorsed to provide that the insurance afforded is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of PERMITTEE's insurance and shall not contribute to it.

19.4.3 Severability of Interest. The Commercial General Liability and Commercial Automobile policies must be endorsed to provide that PERMITTEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

19.4.4 Waiver of Subrogation. The Worker's Compensation policy must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

19.5 Excess Insurance. All policies providing excess coverage to the City shall follow the form of the primary policy or policies including but not limited to all endorsements.

- 20 Compliance with Law. PERMITTEE shall, at its sole cost and expense, comply with all laws and the requirements of all municipal, state, and federal authorities now in effect or which may hereafter be in effect, which pertain to the Permit Area and PERMITTEE'S Operations on the Permit Area.
- 21 Signs. No signs may be displayed on the Permit Area without CITY'S prior written consent.
- 22 Maintenance of the Permit Area. PERMITTEE shall maintain the Permit Area, at PERMITTEE'S sole cost and expense and to CITY'S satisfaction, in a decent, safe, healthy and sanitary condition.
- 23 Grading. PERMITTEE represents and warrants that any grading and compaction operations shall be done in such a manner that will not disrupt the existing surface drainage pattern and the final grades will not interfere with the existing flow pattern.
- 24 Inspection. CITY may, at any and all times, enter and inspect the Permit Area.
- 25 Waiver. 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. The property constituting the Permit Area is publicly-owned and held in trust for the benefit of CITY'S citizens. CITY'S failure to discover a breach of any obligation of this Permit or to take prompt action to require the cure of any such breach shall not result in an equitable estoppel, but CITY may at any and all times require the cure of any such breach.
- 26 Survival. Any obligation which accrues under this Permit prior to its expiration or termination shall survive such expiration or termination.
- 27 Entire Permit. This Permit contains the entire agreement between the parties relating to the rights granted hereby and the obligations assumed herein. No modification of this Permit shall be valid unless in writing and signed by the party to be charged.
- 28 Legal Proceedings. In the event of any controversy, claim, or dispute relating to this Permit, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses thereof, including without limitation attorney fees and costs.
- 29 Notices. Any notice, request, payment, demand, or other communication required or permitted to be given under this Permit shall be in writing and deemed received upon personal service, delivery by a reputable overnight service, or delivery by United States registered or certified mail, return receipt requested, postage prepaid, and addressed to the parties as follows:

CITY: THE CITY OF SAN DIEGO

CITY: THE CITY OF SAN DIEGO

Real Estate Assets Department
Attention: James F. Barwick, Director,
1200 Third Avenue, Suite 1700 (MS 51A)
San Diego, California 92101

With a copy by First Class mail to: SAN DIEGO CITY ATTORNEY
Attention: Real Property Section
1200 Third Avenue, Suite 1100
San Diego, California 92101-4106

30 PERMITTEE: COMPETITIVE POWER VENTURES

Attention: Don Atwood, Vice President
35 Braintree Hill Office Park, Suite 400
Braintree, MA 02184

- 31 Authority. Each individual executing this Permit on behalf of another person or legal entity represents and warrants that he/she is 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 shall provide CITY with evidence, satisfactory to CITY, that such authority is valid and that 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.

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

Date: 04/15/08

COMPETITIVE POWER VENTURES, INC

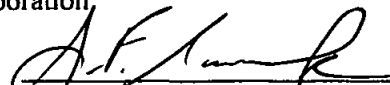
BY: 

Name: Peter J. Podurgiel

Title: Senior Vice President

Date: 4/15/08

THE CITY OF SAN DIEGO, a California municipal corporation,

BY: 

Name: James F. Barwick, CCIM

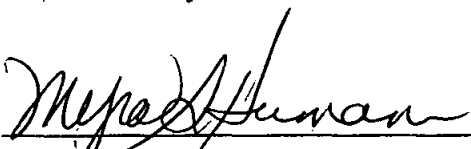
Title: Director, Real Estate Assets

ENVIRONMENTAL CLEARANCE:

This activity (Right of Entry) is Categorically Exempt from CEQA pursuant to State CEQA Guidelines Section 15304(e). The activity for which this Right of Entry Permit is to be used is Categorically Exempt from CEQA pursuant to State CEQA Guidelines Section §15306.

City of San Diego Development Services Department
Environmental Analysis Section

Date: 4/16/08

BY: 

Name and Title: Myra Herrmann, Senior Planner

APPROVED AS TO FORM AND LEGALITY:

Date: 4/15/08

MICHAEL J. AGUIRRE, City Attorney

BY: 

Name: Brock Ladewig

Title: CITY DEPUTY CITY ATTORNEY

EXHIBIT A

Map La

345-021-02

345-021-03

348-021-03

Property Detail Report

For Property Located At

RealQuest.com**SAN DIEGO CA****Owner Information:**

Owner Name: CITY OF SAN DIEGO/PUBLIC AGENCY

Mailing Address:

Phone Number:

Vesting Codes: //

Location Information:

Legal Description: LD LY ELY OF 11-SD-805&S OF MIRAMAR RD IN LOT 1306

County: SAN DIEGO, CA

APN: 345-021-02-00

Census Tract / Block: /

Alternate APN:

Township-Range-Sect:

Subdivision: PUEBLO LANDS

Legal Book/Page: 351-19

Map Reference: 45-B2 / 1228-H3

Legal Lot: 1306

Tract #:

Legal Block:

School District: SAN DIEGO UNIF

Market Area:

Munic/Township:

Neighbor Code:

Owner Transfer Information:

Recording/Sale Date: 08/27/1973 /

Deed Type: DEED (REG)

Sale Price:

1st Mtg Document #:

Document #: 9020

Last Market Sale Information:

Recording/Sale Date: /

1st Mtg Amount/Type: /

Sale Price:

1st Mtg Int. Rate/Type: /

Sale Type:

1st Mtg Document #:

Document #:

2nd Mtg Amount/Type: /

Deed Type:

2nd Mtg Int. Rate/Type: /

Transfer Document #:

Price Per SqFt:

New Construction:

Multi/Split Sale:

Title Company:

Lender:

Seller Name:

Prior Sale Information:

Prior Rec/Sale Date: /

Prior Lender:

Prior Sale Price:

Prior 1st Mtg Amt/Type: /

Prior Doc Number:

Prior 1st Mtg Rate/Type: /

Prior Deed Type:

Property Characteristics:

Gross Area:

Parking Type:

Construction:

Living Area:

Garage Area:

Heat Type:

Tot Adj Area:

Garage Capacity:

Exterior wall:

Above Grade:

Parking Spaces:

Porch Type:

Total Rooms:

Basement Area:

Patio Type:

Bedrooms:

Finish Bsmnt Area:

Pool:

Bath(F/H): /

Basement Type:

Air Cond:

Year Built / Eff: /

Roof Type:

Style:

Fireplace: /

Foundation:

Quality:

of Stories:

Roof Material:

Condition:

Other Improvements:

Site Information:

Zoning: R1-5

Acres: 33.95

County Use:

Flood Zone:

Lot Area: 1,478,862

State Use:

Flood Panel:

Lot Width/Depth: 300 x

Site Influence:

Flood Panel Date:

Res/Comm Units: /

Sewer Type:

Land Use:

Water Type:

Tax Information:

Total Value:

Assessed Year:

Property Tax:

Land Value:

Improve %:

Tax Area: 08118

Improvement Value:

Tax Year:

Tax Exemption:

Total Taxable Value:

Property Detail Report

For Property Located At

RealQuest.com**, SAN DIEGO CA****Owner Information:**

Owner Name: CITY OF SAN DIEGO/PUBLIC AGENCY

Mailing Address:

Phone Number:

Vesting Codes: //

Location Information:

Legal Description: ALL LY NELY OF HWY OP IN LOT 1304

County: SAN DIEGO, CA

APN: 345-021-03-00

Census Tract / Block: /

Alternate APN:

Township-Range-Sect:

Subdivision:

PUEBLO LANDS

Legal Book/Page: 351-19

Map Reference:

45-B2 / 1228-H3

Legal Lot: 1304

Tract #:

Legal Block:

School District:

SAN DIEGO UNIF

Market Area:

Munic/Township:

Neighbor Code:

Owner Transfer Information:

Recording/Sale Date: 01/08/1971 /

Deed Type: DEED (REG)

Sale Price:

1st Mtg Document #:

Document #: 9021

Last Market Sale Information:

Recording/Sale Date: /

1st Mtg Amount/Type: /

Sale Price:

1st Mtg Int. Rate/Type: /

Sale Type:

1st Mtg Document #:

Document #:

2nd Mtg Amount/Type: /

Deed Type:

2nd Mtg Int. Rate/Type: /

Transfer Document #:

Price Per SqFt:

New Construction:

Multi/Split Sale:

Title Company:

Lender:

Seller Name:

Prior Sale Information:

Prior Rec/Sale Date: /

Prior Lender:

Prior Sale Price:

Prior 1st Mtg Amt/Type: /

Prior Doc Number:

Prior 1st Mtg Rate/Type: /

Prior Deed Type:

Property Characteristics:

Gross Area:

Parking Type:

Construction:

Living Area:

Garage Area:

Heat Type:

Tot Adj Area:

Garage Capacity:

Exterior wall:

Above Grade:

Parking Spaces:

Porch Type:

Total Rooms:

Basement Area:

Patio Type:

Bedrooms:

Finish Bsmnt Area:

Pool:

Bath(F/H): /

Basement Type:

Air Cond:

Year Built / Eff: /

Roof Type:

Style:

Fireplace: /

Foundation:

Quality:

of Stories:

Roof Material:

Condition:

Other Improvements:

Site Information:

Zoning: R1-5

Acres: 11.89

County Use:

Flood Zone:

Lot Area: 517,928

State Use:

Flood Panel:

Lot Width/Depth: x

Site Influence:

Flood Panel Date:

Res/Comm Units: /

Sewer Type:

Land Use:

Water Type:

Tax Information:

Total Value:

Assessed Year:

Property Tax:

Land Value:

Improve %:

Tax Area: 08118

Improvement Value:

Tax Year:

Tax Exemption:

Total Taxable Value:

345-010

1"=400'
N
⊕

7/18/2001 5

CHANGES				
BLK	OLD	NEW	YR	CU
021	21-22-50	1-2	70	2118
	2	NAME & ST DO	01	4008
	2	NAME & HA DIS	01	537
	1	NAME & HA DIS	02	553

LA JOLLA VILLAGE DR

MIRAMAR RD
200 77

DETAIL
1 IN. = 50 FT.

INTERSTATE 805

POR 1306

POR 1304

SD-805

SHT 2

SHT 2

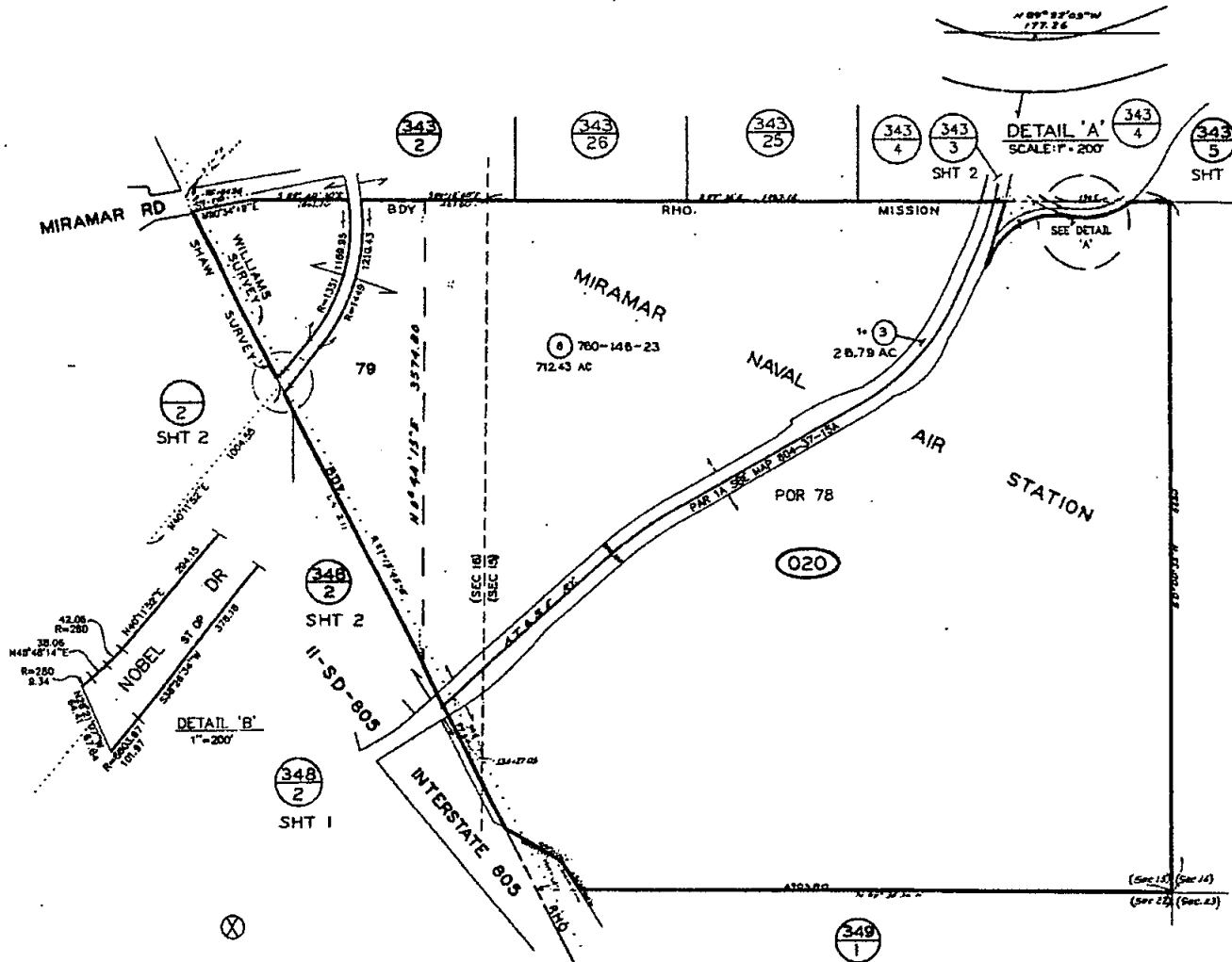
SAN DIEGO COUNTY
ASSESSOR'S MAP
BOOK 345, PAGE 02 SHT 2 OF 2

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

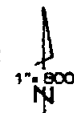
MM 36 - PUEBLO LANDS
ROS 7124, 14245, 14286, 16351
AUG 02 2001

08

345-2



345-02
SHT 1 OF 2



4/06/00 DJB

CHANGES

BLK	OLD	NEW	CUT
2	460P	70	4700
1	560P	72	4618
4, 5	6	80	4641
8	80	01	4800

1A 760-146-43 POR

SAN DIEGO COUNTY
 ASSESSOR'S MAP
 BOOK 345 PAGE 02 SHT 1 OF 2

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

CC 348(N-330) - RHO MISSION REFEREES PARTITION
 (POR SECS 15 & 16-T15S-R3W)
 LS 211

AUG 01 2000

Property Detail Report

For Property Located At

RealQuest.com**MIRAMAR RD, SAN DIEGO CA****Owner Information:**

Owner Name: CITY OF SAN DIEGO/PUBLIC AGENCY

Mailing Address:

Phone Number:

Vesting Codes: //

Location Information:

Legal Description: (EX SBE 804-37-15E)ALL LY NELY OF I-805 IN LOT 1305&IN LOT 1276

County: SAN DIEGO, CA

APN: 348-021-03-00

Census Tract / Block: /

Alternate APN:

Township-Range-Sect:

Subdivision:

PUEBLO LANDS

Legal Book/Page: 351-19

Map Reference: /

Legal Lot: 1305

Tract #:

Legal Block:

School District:

SAN DIEGO UNIF

Market Area:

Munic/Township:

Neighbor Code:

Owner Transfer Information:

Recording/Sale Date: /

Deed Type:

Sale Price:

1st Mtg Document #:

Document #:

Last Market Sale Information:

Recording/Sale Date: /

1st Mtg Amount/Type: /

Sale Price:

1st Mtg Int. Rate/Type: /

Sale Type:

1st Mtg Document #:

Document #:

2nd Mtg Amount/Type: /

Deed Type:

2nd Mtg Int. Rate/Type: /

Transfer Document #:

Price Per SqFt:

New Construction:

Multi/Split Sale:

Title Company:

Lender:

Seller Name:

Prior Sale Information:

Prior Rec/Sale Date: /

Prior Lender:

Prior Sale Price:

Prior 1st Mtg Amt/Type: /

Prior Doc Number:

Prior 1st Mtg Rate/Type: /

Prior Deed Type:

Property Characteristics:

Gross Area:

Parking Type:

Construction:

Living Area:

Garage Area:

Heat Type:

Tot Adj Area:

Garage Capacity:

Exterior wall:

Above Grade:

Parking Spaces:

Porch Type:

Total Rooms:

Basement Area:

Patio Type:

Bedrooms:

Finish Bsmnt Area:

Pool:

Bath(F/H): /

Basement Type:

Air Cond:

Year Built / Eff: /

Roof Type:

Style:

Fireplace: /

Foundation:

Quality:

of Stories:

Roof Material:

Condition:

Other Improvements:

Site Information:

Zoning: 9

Acres: 20.21

County Use: NON-TAXABLE (985)

Flood Zone: X

Lot Area: 880,348

State Use:

Flood Panel: 0602951343F

Lot Width/Depth: x

Site Influence:

Flood Panel Date: 06/19/1997

Res/Comm Units: /

Sewer Type:

Land Use: TAX EXEMPT

Water Type:

Tax Information:

Total Value:

Assessed Year:

Property Tax:

Land Value:

Improve %:

Tax Area: 08118

Improvement Value:

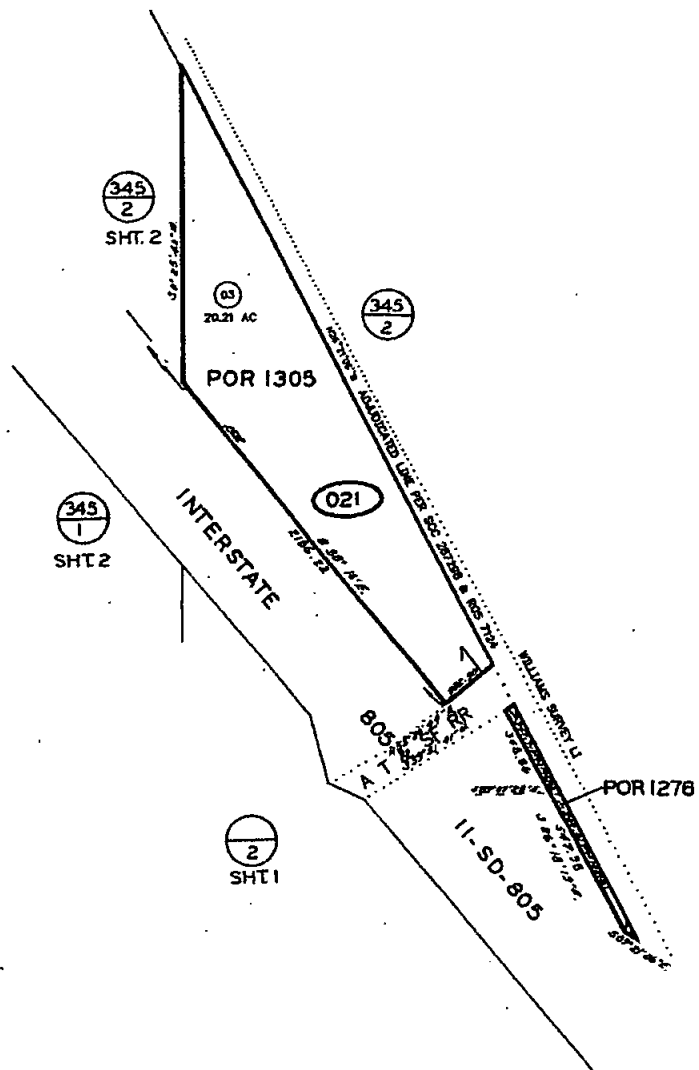
Tax Year:

Tax Exemption:

Total Taxable Value:

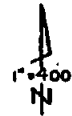
08

348.2



348-02
SHT.20F2

7/10/2001 JS

[illegible]

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

AUG 02 2001

MM 36 - PUEBLO LANDS - POR LOTS 1276 & 1305
ROS 7124, 14296

State of California
Secretary of State

CERTIFICATE OF QUALIFICATION

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify that on the **19th day of March, 2008**, **COMPETITIVE POWER VENTURES, INC.**, a corporation organized and existing under the laws of **Delaware**, complied with the requirements of California law in effect on that date for the purpose of qualifying to transact intrastate business in the State of California, and that as of said date said corporation became and now is qualified and authorized to transact intrastate business in the State of California, subject however, to any licensing requirements otherwise imposed by the laws of this State.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of March 19, 2008.



Debra Bowen

DEBRA BOWEN
Secretary of State



State of California
Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

MAR 19 2008

Debra Bowen

DEBRA BOWEN
Secretary of State

MAR 19 2008

**STATEMENT AND DESIGNATION
BY FOREIGN CORPORATION**

COMPETITIVE POWER VENTURES, INC.

(Name of Corporation)

_____, a corporation organized and existing under the
laws of Delaware, makes the following statements and designation:
(State or Place of Incorporation)

1. The address of its principal executive office is 8403 Colesville Road, Suite 915, Silver Spring, MD 20910
2. The address of its principal office in the State of California is 55 Second Street, Suite 525, San Francisco, CA 94105
(If none, leave Item 2 blank.)

DESIGNATION OF AGENT FOR SERVICE OF PROCESS IN THE STATE OF CALIFORNIA
(Complete either Item 3 or Item 4.)

3. (Use this paragraph if the process agent is a natural person.)

_____, a natural person residing in the State of
California, whose complete street address is _____

_____, is designated as agent upon whom process directed to
this corporation may be served within the State of California, in the manner provided by law.

4. (Use this paragraph if the process agent is another corporation.)

Corporation Service Company which will do business in California as CSC-Lawyers Incorporating Service
a corporation organized and existing under the laws of Delaware
is designated as agent upon whom process directed to this corporation may be served within the State
of California, in the manner provided by law.

5. It irrevocably consents to service of process directed to it upon the agent designated above, and to
service of process on the Secretary of State of the State of California if the agent so designated or the
agent's successor is no longer authorized to act or cannot be found at the address given.

Nancy A. Manning
(Signature of Corporate Officer)

Nancy A. Manning, Secretary

(Typed Name and Title of Officer Signing)

If an individual is designated as the agent for service of process, include the agent's business or residential street address in California (a P.O. Box address is not acceptable). If another corporation is designated as the agent for service of process, do not include the address of the designated corporation. Note: Corporate agents must have complied with California Corporations Code section 1505 prior to designation, and a corporation cannot act as its own agent.

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "COMPETITIVE POWER VENTURES, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE NINETEENTH DAY OF MARCH, A.D. 2008.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "COMPETITIVE POWER VENTURES, INC." WAS INCORPORATED ON THE THIRTY-FIRST DAY OF AUGUST, A.D. 2000.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

3280991 8300

080334553

You may verify this certificate online
at corp.delaware.gov/authver.shtml



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State
AUTHENTICATION: 6461941

DATE: 03-19-08

