

Wakeland Housing
+ Development
Corp

Q541PM-005-ADD

Legal - Azmt

CITY OF SAN DIEGO
RIGHT OF ENTRY PERMIT
(Invasive Testing)

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 **WAKELAND HOUSING AND DEVELOPMENT CORPORATION**, a California nonprofit corporation ("**PERMITTEE**"), to be effective when signed by the parties and approved by the San Diego City Attorney (the "**Effective Date**").

RECITALS

- A. PERMITTEE is in negotiations with CITY to purchase three unimproved real properties in the City and County of San Diego, located at and identified as follows:
1. El Cajon Boulevard and Central Avenue, Assessor's Parcel Number (APN) 454-732-34 ("**El Cajon Boulevard Property**");
 2. University Avenue and 40th Street, APN: 447-491-31 ("**40th Street Property**"); and
 3. University Avenue and 41st Street, APN: 454-762-13 ("**41st Street Property**").
- B. PERMITTEE requires use of CITY Property to perform Phase II environmental testing described in the Permit Use below.
- C. The El Cajon Boulevard Property is currently occupied by the El Cajon Boulevard Business Improvement Association, a California non-profit corporation, under the terms of a month-to-month lease of which PERMITTEE has received a copy.
- D. The 40th Street Property is currently used by the City Heights Business Association, a California non-profit 501(C)(6) corporation, under the terms of a license of which PERMITTEE has received a copy.

FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged, CITY hereby grants permission to PERMITTEE and its officers, employees, agents, contractors, subcontractors and volunteers to enter upon and occupy the Permit Area solely for the Permit Use as defined below, subject to the terms and conditions of this Permit as follows:

1. Definitions. As used in this Permit, the following terms shall be defined as follows:
 - a. "**PERMITTEE**" shall mean WAKELAND HOUSING AND DEVELOPMENT CORPORATION, a California nonprofit corporation, and its officers, employees, agents, contractors, subcontractors, and volunteers. PERMITTEE shall be responsible for all of PERMITTEE's officers, employees, agents, contractors, subcontractors and volunteers and ensure that they adhere to all conditions as stated in this Permit.
 - b. "**Permit Area**" shall mean CITY Property, as more particularly described and

depicted in **Exhibit A: Permit Area**, attached hereto.

- c. **“Permit Use”** shall mean the non-exclusive use of the Permit Area by PERMITTEE, solely to perform Phase II environmental testing. Notwithstanding the foregoing, CITY has the right to enter and use the Permit Area as CITY deems necessary.
 - d. **“Term”** shall mean **sixty (60) calendar days**, commencing on the Effective Date.
- 2. **Governmental Approvals.** By entering into 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.
 - 3. **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 for herein or required by law.
 - 4. **Nuisance and Noise Disturbances:** PERMITTEE shall not use the Permit Area in any manner which, in the opinion of CITY creates a nuisance or disturbs the quiet enjoyment of persons in the surrounding area or that violates CITY’s Noise Abatement and Control Ordinance (Chapter 5, Article 9.5 of the San Diego Municipal Code, as amended from time to time).
 - 5. **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 reasonable prior written notice, but not less than three (3) days, 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.
 - a. **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.
 - 6. **No Holdover.** If PERMITTEE continues to occupy or use the Permit Area after the expiration or earlier termination of this Permit, such occupancy or use shall neither constitute a renewal or extension of this Permit, nor give PERMITTEE any rights in or to the Permit Area.

7. Termination. PERMITTEE may terminate this Permit for any reason upon thirty (30) days prior written notice delivered to CITY.
8. Conditions Precedent to Entry. Prior to entering onto the Permit Area and completing any testing, PERMITTEE shall submit a description to CITY's Real Estate Assets Department for such invasive geotechnical and soil boring testing, including at a minimum: 1) name of company that will be conducting the testing; 2) date(s) when the testing will occur; 3) plan depicting the number and location(s) that the testing will occur; 4) the manner in which the testing will be conducted (i.e., hollow stem auger method); depth of borings; type of soils analysis (i.e., bulk density measurements, geotechnical tests, metals); and description of method used to backfill bore holes. The CITY shall notify PERMITTEE within ten (10) business days if said testing, as set forth in the plan, will be permitted by the CITY in its proprietary capacity. PERMITTEE shall notify and coordinate access with any occupant (El Cajon Blvd Business Improvement Association or City Heights Business Association, as applicable) prior to entering the Permit Area. Should PERMITTEE discover any pre-existing Hazardous Materials or other environmental liabilities in connection with PERMITTEE's inspections, PERMITTEE shall immediately notify City of the discovery and make all such related information and relevant personnel available to City.
 - a. PERMITTEE shall obtain, at PERMITTEE's sole cost and expense, any necessary permits to conduct the geotechnical and soil boring testing within the Permit Area, as required by CITY's Land Development Code or any other law, regulation or ordinance. The approval of the Real Estate Assets Department does not require any other CITY department to approve any required permits or governmental approvals necessary for PERMITTEE to conduct the desired testing.
9. 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. PERMITTEE may continuously occupy and use the Permit Area throughout the Term. If there is a CITY lessee or licensee that occupies the Permit Area, PERMITTEE's shall conducts its Phase II testing in a manner and at times that does not interfere with the current lessee or licensee's activities on the Permit Area.
10. Restoration of Permit Area. Except as otherwise provided in this Permit, prior to the expiration or as soon as practicable after termination of this Permit, PERMITTEE shall restore unimproved areas of the Permit Area to its condition as of the Effective Date of this Permit, normal wear and tear excepted. Restoration shall include removal of all contractor fencing and repair of any damage to surrounding curbs, if any.
11. 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.

12. Permit Fee. Permit Fee shall mean a one-time, non-refundable permit processing fee in the amount of Nine Hundred Eighty Dollars (\$980.00) due upon the Effective Date.
13. Monthly Rent. Monthly Rent is hereby waived because the Permit Use is a benefit to CITY.
14. Maintenance of the Permit Area. As it relates to PERMITTEE's actual use and activities, PERMITTEE shall, at PERMITTEE's sole cost and expense and to CITY's satisfaction, maintain the Permit Area in good order and repair and in a safe, healthy and sanitary condition. CITY shall not be required to make any improvements or repairs to the Permit Area. PERMITTEE and its officers, employees, agents and contractors shall not deposit any rubbish, debris, litter or other item that is not necessary for the approved Permit Use, at any time on the Permit Area. PERMITTEE shall immediately notify CITY of any rubbish, debris, litter or any other condition that affects the safety, health or sanitation of the Permit Area.
15. Reserved.
16. Inspection. CITY may at all times enter and inspect the Permit Area.
17. Improvements/Alterations. Except as expressly authorized by the Permit Uses, 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.
18. Insurance. PERMITTEE shall obtain and maintain throughout the term of this Permit, at its sole cost and expense, all insurance required by this Permit. PERMITTEE's liabilities under this Permit, including without limitation PERMITTEE's indemnity obligations, shall not be deemed limited in any way to the insurance coverage required herein. PERMITTEE's maintenance of the required insurance coverage is a material consideration for this Permit. Notwithstanding any provision of this Permit to the contrary, if PERMITTEE fails to maintain or renew the insurance coverage required herein, or fails to deliver evidence of same to CITY, PERMITTEE shall be in default of this Permit. PERMITTEE shall not modify any policy or endorsement thereto which increases CITY's exposure to loss. PERMITTEE shall obtain and deliver to CITY's Real Estate Assets Department a current certificate of insurance and relevant endorsements for (and subject to CITY's reasonable written approval of same):
 - a. Commercial General Liability Insurance ("CGL") written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury, including death, 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). 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.

- b. Commercial Automobile Liability Insurance, providing coverage for all bodily injury, including death, and property damage on an ISO form CA 00 01 12 90 or a later version of such form or an equivalent form providing coverage at least as broad for a combined single 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.
- c. Workers' Compensation Insurance, as required by applicable laws, 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), and an endorsement that the insurer waives the right of subrogation against The City of San Diego and its elected officials, officers, employees, representatives and agents.
- d. Additional Insureds. To the fullest extent allowed by law, including without limitation California Insurance Code section 11580.04, each policy must be endorsed to include as an insured "The City of San Diego and its elected officials, officers, employees, representatives and agents" with respect to liability arising out of: (i) ongoing operations performed by PERMITTEE or on PERMITTEE's behalf; (ii) PERMITTEE's products; (iii) PERMITTEE's work, including without limitation PERMITTEE's completed operations performed by PERMITTEE or on PERMITTEE's behalf; or (iv) the Permit Area.
- e. Primary & Non-Contributory. Each policy must be endorsed to provide that the insurance afforded by Commercial General Liability policies is primary to any insurance or self-insurance of The City of San Diego and its elected officials, officers, employees, representatives and agents as respects operations of the named insured. Any insurance maintained by The City of San Diego and its elected officials, officers, employees, representatives and agents shall be in excess of PERMITTEE's insurance and shall not contribute to it.
- f. Severability of Interest. Each policy 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.
- g. Qualified Insurer(s). 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 CITY. CITY may 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 (i.e., the LESLI list). All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described herein. Each insurer shall be subject to CITY's approval in each instance.

- h. **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.
- i. **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 and otherwise upon CITY's request. If insurance lapses or is discontinued for any reason, PERMITTEE shall immediately notify CITY and shall immediately obtain replacement insurance as soon as possible.
- j. **Modification.** To assure protection from and against the kind and extent of risk existing with the Permit Use, CITY, at its reasonable discretion, may require the revision of amounts and coverage at any time 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.
- k. **Accident Reports.** PERMITTEE shall immediately report to CITY any accident causing property damage or injury to persons on the Permit Area or otherwise related to the Permit Use. 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.
- l. **Causes of Loss - Special Form Property Insurance.** PERMITTEE shall obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all of PERMITTEE's insurable property related to the Permit Use of the Permit Area under this Permit or the Permit Area in an amount to cover 100 percent (100%) of the replacement cost. PERMITTEE shall deliver a certificate of such insurance to CITY's Real Estate Assets Department.

19. Indemnification & Hold Harmless. PERMITTEE shall protect, defend, indemnify and hold City and its elected officials, officers, employees, representatives, agents, and volunteers 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, invitees, guests, agents or contractors, which arise out of or are in any manner directly or indirectly connected with PERMITTEE's acts or omissions in the performance of its rights and obligations under this Permit, 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 City harmless will not include any established liability arising from the sole negligence or intentional misconduct of City or its elected officials, officers, employees, representatives, agents, or volunteers. 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 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 will pay all of the related costs, including without limitation reasonable attorney fees and costs
20. Compliance with Laws. PERMITTEE shall at all times in its use, occupancy, and maintenance 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.
21. California Public Records Act. CITY shall determine, in its sole discretion, whether information provided to CITY 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.
22. No Discrimination. This Permit is made and accepted upon and subject to the covenant and condition, which will run with the land, that PERMITTEE or any person claiming under or through PERMITTEE will not establish or allow any discrimination against or segregation of any person or group of persons on account of race, color, religion, gender, gender identity, gender expression, disability, sexual orientation, marital status, national origin, ancestry, familial status or source of income in the possession, use or occupancy of the Permit Area or in the selection, location, number, use or occupancy of tenants, subtenants or vendees in the Permit Area.
23. Equal Opportunity. PERMITTEE shall comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375 and 12086; the California Fair Employment Practices Act; and all other related and applicable federal and state laws and regulations. PERMITTEE shall not discriminate against any employee or applicant for employment based on race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition or place of birth. PERMITTEE shall cause the foregoing provisions to be inserted in all of PERMITTEE's contracts for work related to this Permit so that such provisions will be binding upon each of PERMITTEE's contractors.

PERMITTEE shall fully cooperate with any investigation conducted by CITY pursuant to CITY'S Nondiscrimination in Contracting Ordinance (i.e., San Diego Municipal Code sections 22.3501-22.3517, as amended from time to time), and upon CITY's request PERMITTEE shall submit a current Workforce Report. PERMITTEE acknowledges that failure to comply with the requirements of this section and/or submitting false information in response to these requirements may result in termination of this Permit and debarment from participating in CITY contracts for a period of not less than one (1) year.

24. Accessibility Compliance. PERMITTEE will, as applicable to the Permit Area and PERMITTEE's possession, use and occupancy of the Permit Area, comply with California Government Code sections 11135-11139.5; the Federal Rehabilitation Act of 1973, Section 504, Title V; the Americans with Disabilities Act of 1990 (ADA); and all other applicable laws, rules and regulations of competent governmental authority protecting the rights of people with disabilities. PERMITTEE's compliance will include without limitation the following:
- a. PERMITTEE will not discriminate against qualified persons 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.
 - b. 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.
 - c. PERMITTEE will include language in each sublease which indicates the PERMITTEE's agreement to abide by the provisions of this section 24. PERMITTEE and each of its sublessee's will be individually responsible for their own ADA employment programs.
 - d. PERMITTEE will post a statement addressing the requirements of the ADA in a prominent place at the work site.
 - e. Where required by law, all improvements, fixtures, structures or installations on the Permit Area will comply with municipal disabled-access requirements by bringing up to code and making accessible any areas of the Permit Area which deny access to disabled persons.
 - f. All improvements and alterations will be at PERMITTEE's sole expense.
 - g. PERMITTEE's failure to comply with the requirements of this section 24 or submitting false information in response to these requirements, or both, will be a default of this Permit.
25. CITY Employee Participation Policy. CITY may unilaterally and immediately terminate this Permit if PERMITTEE employs an individual who, within the twelve (12) months

immediately preceding such employment did, in their capacity as a CITY officer or employee, participate in negotiations with or otherwise have an influence on a recommendation made to the San Diego City Council related to the selection of PERMITTEE for this Permit. It is not the intent of this policy that these provisions apply to members of the City Council.

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 any damages to the improvements on, under or in the vicinity of the Permit Area resulting directly or indirectly thereby.
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. Devices and activities which will be operated, conducted or constructed pursuant to this Permit and which are subject to the provisions of the San Diego Municipal Code, will be operated, conducted or constructed without causing a violation of said Code.
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 shall remove the item at its expense within twenty-four (24) hours after notice by CITY, or CITY may thereafter summarily remove the item at PERMITTEE's cost.
30. Encumbrances. PERMITTEE shall keep the Permit Area 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 attorney fees and costs, relating to or charged against the Permit Area, 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 Permit Area pursuant to the California Civil Code.
31. Taxes. PERMITTEE shall pay, before delinquency, all taxes, assessments and fees assessed or levied upon PERMITTEE, 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. .

32. Hazardous Substances. PERMITTEE shall not allow the illegal installation, storage, utilization, generation, sale or release of any Hazardous Substance or otherwise regulated substances in, on, under or from the Permit Area by any of PERMITTEE's officers, employees, agents, contractors, invitees and guests. PERMITTEE and PERMITTEE's officers, employees, agents, contractors, invitees and guests 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.
- a. 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.
 - b. 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.
 - c. 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, PERMITTEE shall pay all costs of remediation and removal to the CITY's satisfaction for unrestricted reuse of the Permit Area, and in accordance with all applicable laws, rules and regulations of governmental authorities.
 - d. 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 and/or request documentation demonstrating the legal removal and/or disposal of the hazardous materials, 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 as required by this provision.

- e. 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.
- f. Notice of Release. If PERMITTEE knows or has reasonable cause to believe that a Hazardous Substance 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.
- g. 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, or if PERMITTEE fails to do so within a reasonable period of time, as determined by CITY in its sole discretion, then CITY may 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 therefor.

34. Water Quality - Best Management Practices. The 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 the City of San Diego's precious water resources. It is the 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 Section 43.0301 to 43.0312).

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

35. 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 acceptance of any rents shall not be a waiver of any default preceding the rent payment. 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.
36. Cumulative Remedies. CITY's rights and remedies under this Permit are cumulative and shall not limit or otherwise waive or deny any of CITY's rights or remedies at law or in equity.
37. Survival. Any obligation which accrues under this Permit prior to its expiration or termination shall survive such expiration or termination.
38. 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.
39. 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.

40. 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. Any modification, alteration or amendment of this Permit shall be in writing and signed by all the parties hereto.
41. 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.
42. 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:

CITY:

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

With a copy to:
Mary Carlson at MMCarlson@sandiego.gov

PERMITTEE:

Wakeland Housing and Development
Corporation
Attn: Tim Wray
1230 Columbia Street, Suite 950
San Diego, CA 92101
619-326-6215
twray@wakelandhdc.com

With a copy to:

Gresham Savage
Attn: Matt Wilcox
550 West C Street, Suite 1810
San Diego, CA 92101
619-344-2980
Matt.wilcox@greshamsavage.com

43. 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.

44. 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, and shall be solely responsible therefor.

Remainder of page intentionally blank

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

WAKELAND HOUSING AND DEVELOPMENT
CORPORATION, a California nonprofit corporation

BY: _____
Peter Armstrong
Vice President, Real Estate Development

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

THE CITY OF SAN DIEGO, a California municipal
corporation

MARA W. ELLIOTT, City Attorney

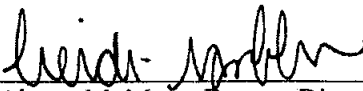
BY: _____
Cybele L. Thompson, Director
Real Estate Assets Department

BY: _____
Name: _____
Title: _____

ENVIRONMENTAL ANALYSIS SECTION ENVIRONMENTAL CLEARANCE:

The City of San Diego conducted an environmental review and determined that the project is exempt from CEQA pursuant to State CEQA Guidelines Section 15301 (Existing Facilities), which allows the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination; and CEQA Guidelines Section 15306 (Information Collection), which allows basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource. The exceptions listed in CEQA Section 15300.2 would not apply in that no cumulative impacts were identified; no significant effects on the environment were identified; the project is not adjacent to a scenic highway; no historical resources would be affected by the action, and the project was not identified on a list of hazardous waste sites pursuant to Section 65962.5 of the Government Code.

Date: 2/26/19

BY: 
Alyssa M. Muto, Deputy Director
Environmental and Mobility Division
Planning Department

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

WAKELAND HOUSING AND DEVELOPMENT
CORPORATION, a California nonprofit corporation

BY: _____
Peter Armstrong
Vice President, Real Estate Development

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

THE CITY OF SAN DIEGO, a California municipal
corporation

MARA W. ELLIOTT, City Attorney

BY: _____
Cybele L. Thompson, Director
Real Estate Assets Department

BY: _____
Name: _____
Title: _____

ENVIRONMENTAL ANALYSIS SECTION ENVIRONMENTAL CLEARANCE:

The City of San Diego conducted an environmental review and determined that the project is exempt from CEQA pursuant to State CEQA Guidelines Section 15301 (Existing Facilities), which allows the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination; and CEQA Guidelines Section 15306 (Information Collection), which allows basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource. The exceptions listed in CEQA Section 15300.2 would not apply in that no cumulative impacts were identified; no significant effects on the environment were identified; the project is not adjacent to a scenic highway; no historical resources would be affected by the action, and the project was not identified on a list of hazardous waste sites pursuant to Section 65962.5 of the Government Code.

Date: 2/26/19

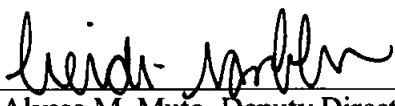
BY: 
Alyssa M. Muto, Deputy Director
Environmental and Mobility Division
Planning Department

Exhibit A: Permit Area

El Cajon Boulevard and Central Avenue

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN DIEGO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF LOTS 21, 22, 23 & 24 OF BLOCK 50 OF OLIVE HILL IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1199 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON AUGUST 6, 1909, AS CONVEYED TO THE STATE OF CALIFORNIA IN A FINAL ORDER OF CONDEMNATION RECORDED JUNE 26, 1996 AS DOC # 1996- 0322632 IN THE OFFICE OF SAID COUNTY RECORDER, LYING NORTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 50;

THENCE (1) S.00°58'29"W., 579.40 FEET ALONG THE WESTERLY LINE OF SAID BLOCK 50, TO THE BEGINNING OF A 20.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE (2) 31.18 FEET SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°19'20";

THENCE (3) S.88°20'51"E., 50.00 FEET;

THENCE (4) CONTINUING S.88°20,51"E., 55.02 FEET TO THE EAST LINE OF SAID LOT 24, AND THE POINT OF TERMINUS.

APN: 454-732-34

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

WAKELAND HOUSING AND DEVELOPMENT
CORPORATION, a California nonprofit corporation

BY: Peter Armstrong
Peter Armstrong
Vice President, Real Estate Development

Approved as to form this 26th day of
February, 2019.

MARA W. ELLIOTT, City Attorney

BY: Melissa Ables
Name: Melissa Ables
Title: Deputy City Attorney

THE CITY OF SAN DIEGO, a California municipal
corporation

BY: Cybele L. Thompson
Cybele L. Thompson, Director
Real Estate Assets Department

ENVIRONMENTAL ANALYSIS SECTION ENVIRONMENTAL CLEARANCE:

The City of San Diego conducted an environmental review and determined that the project is exempt from CEQA pursuant to State CEQA Guidelines Section 15301 (Existing Facilities), which allows the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination; and CEQA Guidelines Section 15306 (Information Collection), which allows basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource. The exceptions listed in CEQA Section 15300.2 would not apply in that no cumulative impacts were identified; no significant effects on the environment were identified; the project is not adjacent to a scenic highway; no historical resources would be affected by the action, and the project was not identified on a list of hazardous waste sites pursuant to Section 65962.5 of the Government Code.

Date: _____

BY: _____
Alyssa M. Muto, Deputy Director
Environmental and Mobility Division
Planning Department

Exhibit A: Permit Area

El Cajon Boulevard and Central Avenue

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN DIEGO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF LOTS 21, 22, 23 & 24 OF BLOCK 50 OF OLIVE HILL IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1199 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON AUGUST 6, 1909, AS CONVEYED TO THE STATE OF CALIFORNIA IN A FINAL ORDER OF CONDEMNATION RECORDED JUNE 26, 1996 AS DOC # 1996- 0322632 IN THE OFFICE OF SAID COUNTY RECORDER, LYING NORTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 50;

THENCE (1) S.00°58'29"W., 579.40 FEET ALONG THE WESTERLY LINE OF SAID BLOCK 50, TO THE BEGINNING OF A 20.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE (2) 31.18 FEET SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°19'20";

THENCE (3) S.88°20'51"E., 50.00 FEET;

THENCE (4) CONTINUING S.88°20,51"E., 55.02 FEET TO THE EAST LINE OF SAID LOT 24, AND THE POINT OF TERMINUS.

APN: 454-732-34

Exhibit A: Permit Area (Continued)

University Avenue and 40th Street

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN DIEGO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF LOTS 45 - 48, INCLUSIVE, IN BLOCK 54 OF CITY HEIGHTS, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO AMENDED MAP THEREOF NO. 1007 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 3, 1906, AS CONVEYED TO THE STATE OF CALIFORNIA IN A FINAL ORDER OF CONDEMNATION RECORDED IN THE OFFICE OF SAID COUNTY RECORDER ON OCTOBER 24, 2000, AS DOCUMENT NUMBER 2000-0572093 IN SAID RECORDER'S OFFICE, LYING WESTERLY AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 54;

THENCE (1) N.01°05'17"E., 564.47 FEET ALONG THE EASTERLY LINE OF SAID BLOCK 54 TO THE BEGINNING OF A 20.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE (2) LEAVING SAID EASTERLY LINE, 30.91 FEET NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 88°32'37";

THENCE (3) 50.00 FEET, N.87°27'20"W.;

THENCE (4) CONTINUING N.87°27'20"W., 70.55 FEET TO A POINT ON THE WEST LINE OF SAID LOT 48, AND THE POINT OF TERMINUS.

APN: 447-491-13

Exhibit A: Permit Area (Continued)

University Avenue and 41st Street

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN DIEGO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF LOTS 21 TO 24, INCLUSIVE, IN BLOCK 41 OF CITY HEIGHTS, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO AMENDED MAP THEREOF NO. 1007 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 3, 1906, AS CONVEYED TO THE STATE OF CALIFORNIA IN A FINAL ORDER OF CONDEMNATION RECORDED IN THE OFFICE OF SAID COUNTY RECORDER ON AUGUST 21, 1996, AS DOCUMENT NUMBER 1996-0425049, TOGETHER WITH THOSE PORTIONS OF LOTS 25 TO 28, INCLUSIVE, IN SAID BLOCK 41, AS CONVEYED TO THE STATE OF CALIFORNIA IN A DEED RECORDED IN THE OFFICE OF SAID COUNTY RECORDER ON JUNE 30, 1999 AS DOCUMENT NUMBER 1999-0454280, TOGETHER WITH THE PORTION OF THE SOUTH 10.00 FEET OF THE ALLEY IN SAID BLOCK 41 WHICH WAS CLOSED TO THE PUBLIC USE ON MAY 17, 1923 BY THE BOARD OF TRUSTEES OF THE FORMER CITY OF EAST SAN DIEGO, AS CONVEYED TO THE STATE OF CALIFORNIA IN LAST SAID DEED, TOGETHER WITH THOSE PORTIONS OF LOTS 25 TO 28, INCLUSIVE, IN SAID BLOCK 41, AS CONVEYED TO THE STATE OF CALIFORNIA IN DEEDS RECORDED IN THE OFFICE OF THE SAID COUNTY RECORDER ON JUNE 30, 1999 AS DOCUMENT NUMBER 1999-0454281, LYING NORTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 41;
THENCE (1) S.01°00'51"W., 58358 FEET ALONG THE WEST LINE OF SAID BLOCK 41;

THENCE (2) S.88°04'36"E., 50.00 FEET;

THENCE (3) CONTINUING S.88°04'36"E., 213.68 FEET TO A POINT WHICH BEARS N.70°21'42"W., A DISTANCE OF 38.40 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 25;

THENCE (4) S.70°20'42"E., 38.40 FEET TO THE SOUTHEAST CORNER OF SAID LOT 25 TO THE POINT OF TERMINUS.

APN: 454-762-13



Date of Notice: February 4, 2019

NOTICE OF RIGHT TO APPEAL ENVIRONMENTAL DETERMINATION

PLANNING DEPARTMENT

PROJECT NAME/NUMBER: Right of Entry Permit for Wakeland Housing and Development Corporation

COMMUNITY PLAN AREA: Kensington-Talmadge and City Heights

COUNCIL DISTRICT: 9

LOCATION: El Cajon Blvd and Central Ave (APN 454-732-34); University Ave and 40th St (APN 447-491-31); and University Ave and 41st St (APN 454-762-13).

PROJECT DESCRIPTION: Approval of a Right of Entry Permit allowing Wakeland Housing and Development Corporation to perform Phase II environmental testing.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego

ENVIRONMENTAL DETERMINATION: Categorically exempt from CEQA pursuant to CEQA Guidelines Section 15301 (Existing Facilities) and Section 15306 (Information Collection).

ENTITY MAKING ENVIRONMENTAL DETERMINATION: City of San Diego Mayor-Appointed Designee

STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION:

The City of San Diego conducted an environmental review and determined that the project is exempt from CEQA pursuant to State CEQA Guidelines Section 15301 (Existing Facilities), which allows the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination; and CEQA Guidelines Section 15306 (Information Collection), which allows basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource. The exceptions listed in CEQA Section 15300.2 would not apply in that no cumulative impacts were identified; no significant effects on the environment were identified; the project is not adjacent to a scenic highway; no historical resources would be affected by the action, and the project was not identified on a list of hazardous waste sites pursuant to Section 65962.5 of the Government Code.

PROJECT MANAGER: Mary Carlson, Asset Manager
Real Estate Assets Department

MAILING ADDRESS: 1200 Third Avenue, Suite 1700, MS 51A, San Diego, CA 92101

PHONE NUMBER: (619) 236-6079

On February 4, 2019, the City of San Diego made the above-referenced environmental determination pursuant to the California Environmental Quality Act (CEQA). This determination is appealable to the City Council. If you have any questions about this determination, contact the City Project Manager listed above.

Applications to appeal CEQA determination made by staff to the City Council must be filed in the office of the City Clerk within 10 business days from the date of the posting of this Notice (**February 19, 2019**). The appeal application can be obtained from the City Clerk, 202 'C' Street, Second Floor, San Diego, CA 92101.

This information will be made available in alternative formats upon request.

POSTED IN THE OFFICE OF DSD

POSTED: February 4, 2019

REMOVED: February 26, 2019

POSTED: E. Pascual

February 26, 2019

VIA HAND DELIVERY

Attn: Mary Carlson, Asset Manager
City of San Diego
Real Estate Assets Department
1200 Third Avenue, Suite 1700
San Diego, CA 92101

Re: Right of Entry Permit – Invasive Testing

Dear Mary:

Accompanying this letter, please find one (1) original Right of Entry Permit, executed by Wakeland Housing and Development Corporation, a California nonprofit public benefit corporation.

If the Right of Entry Permit is acceptable, please cause the document to be executed by the City of San Diego, and return to me via e-mail a copy of their counterpart.

Please feel free to call me with any questions that you may have.

Very truly yours,



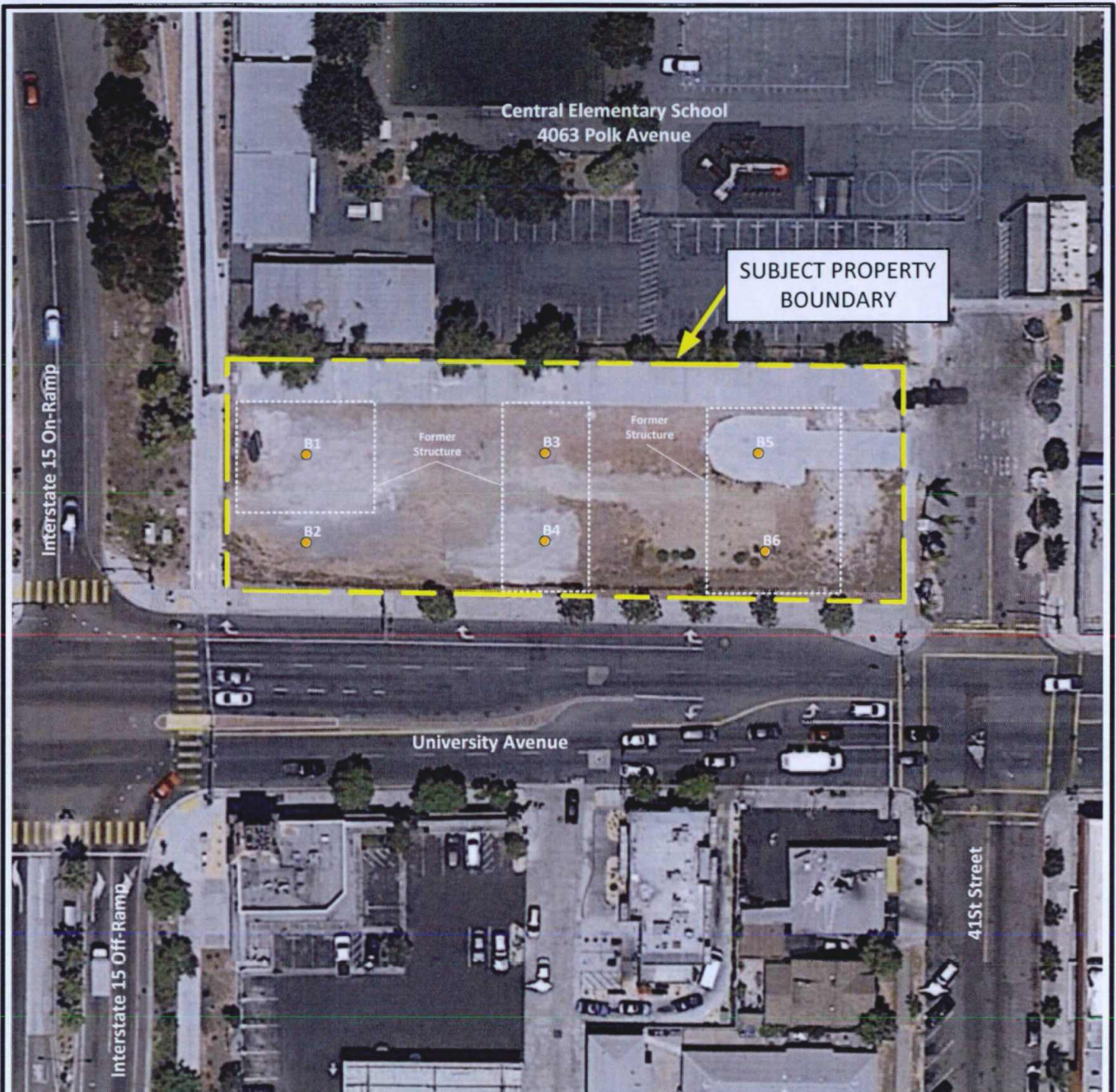
J. Matthew Wilcox, of
GRESHAM SAVAGE
NOLAN & TILDEN,
A Professional Corporation

JMW:jct
Enclosure

cc: Peter Armstrong (via e-mail only)
Elizabeth Bluhm (via e-mail only)
Melissa Ables (via e-mail only)

Since 1910

SAN BERNARDINO 550 East Hospitality Lane, Suite 300 • San Bernardino, California 92408
RIVERSIDE 3649 Mission Inn Avenue, First Floor Rotunda • Riverside, California 92501
SAN DIEGO 550 West C Street, Suite 1810 • San Diego, California 92101
GreshamSavage.com

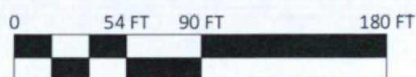


Source: Google Earth, 2019; Image Date: August 13, 2018

LEGEND

B1
 Proposed boring location

Scale: 1" = 90'



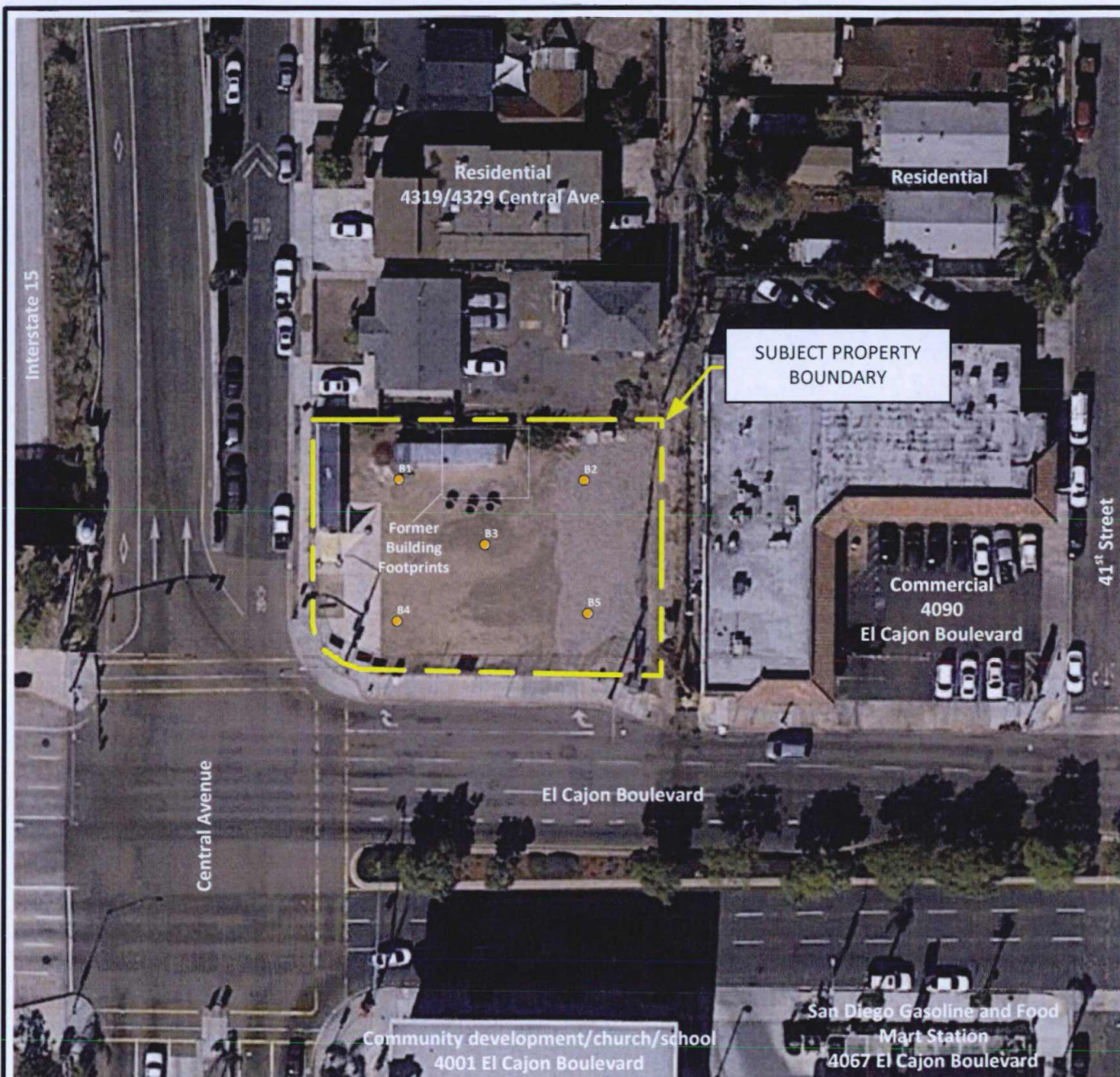
Note: All Locations Are Approximate

AERIAL SITE MAP

WAKELAND HOUSING & DEVELOPMENT CORPORATION
 Vacant Commercial Property
 Assessor's Parcel Number (APN) 454-762-13-00
 4050-4094 E. University Avenue San Diego, California 92105
 EEI Project WAK-72833.1
 Created January 2019



FIGURE 2



Source: Google Earth®, Image Date: November 8, 2016

LEGEND

B1
 Proposed boring location



Scale: 1" = 150'



Note: All Locations Are Approximate

AERIAL SITE MAP

WAKELAND HOUSING & DEVELOPMENT CORPORATION

Vacant Commercial Property

Assessor's Parcel Number (APN) 454-732-34-00

4050 El Cajon Boulevard

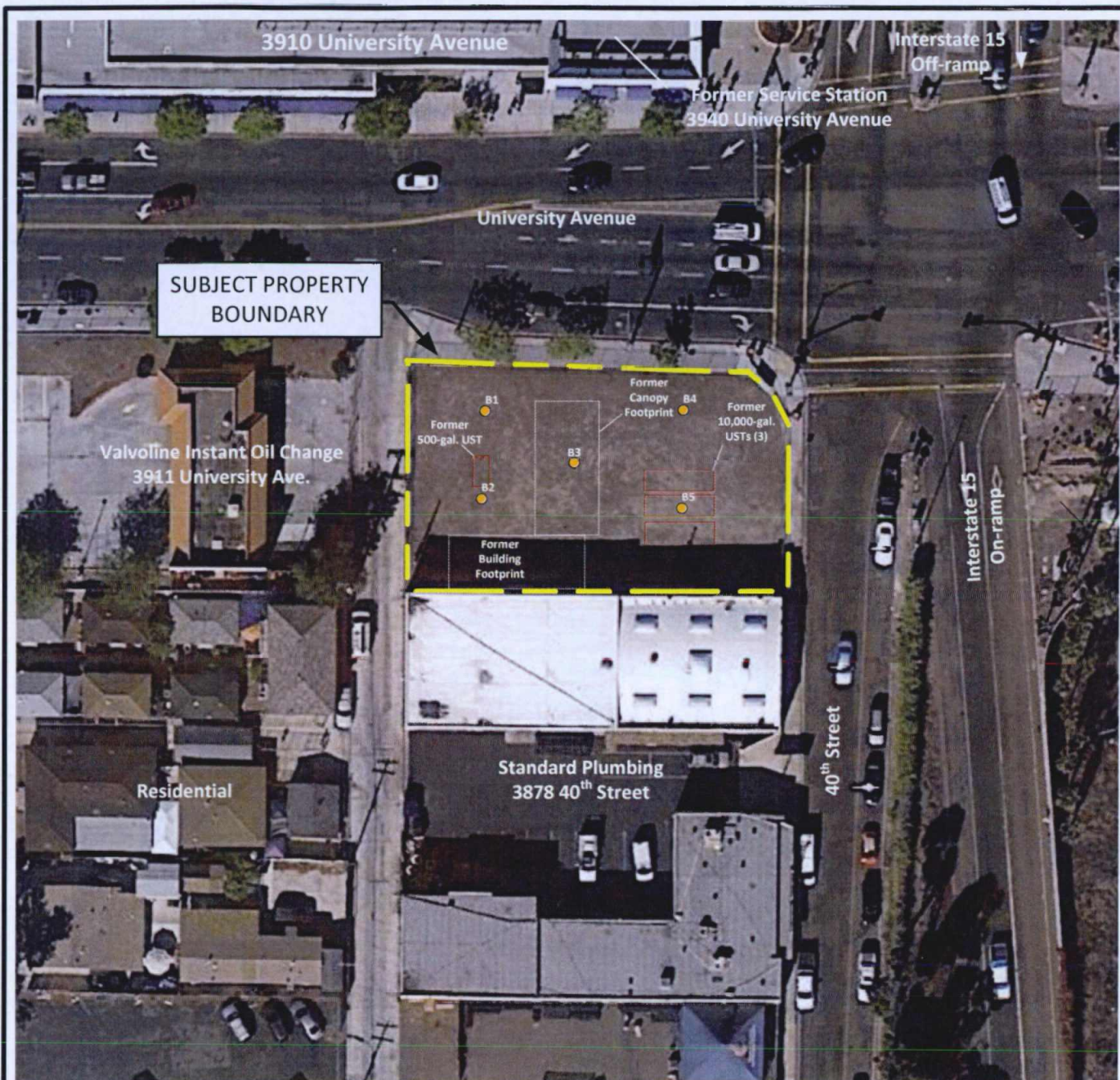
City of San Diego, County of San Diego, California 92105

EEl Project WAK-72832.1

Created January 2019



FIGURE 2



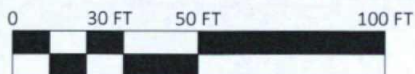
Source: Google Earth®, Image Date: November 8, 2016

LEGEND

B1
● Proposed boring location



Scale: 1" = 50'



Note: All Locations Are Approximate

AERIAL SITE MAP with SOIL BORING LOCATIONS

WAKELAND HOUSING & DEVELOPMENT CORPORATION

Vacant Commercial Property

Assessor's Parcel Number: 447-491-31-00

3943, 3945, 3939 University Avenue

3890, 3898 40th Street

Southwest Corner of University Avenue and 40th Street
City of San Diego, County of San Diego, California 92105

EEI Project WAK-72834.1

Created January 2019



FIGURE 2

Carlson, Mary

From: Elizabeth Bluhm <ebluhm@wakelandhdc.com>
Sent: Tuesday, February 26, 2019 3:14 PM
To: Carlson, Mary; Ables, Melissa; Thompson, Cybele
Cc: Peter Armstrong; Matthew Wilcox; Boylan, Dena
Subject: RE: Wakeland/City of San Diego - Right of Entry Permit
Attachments: FIG 2 - ASM w borings_WAK-72832.1 Central Ave and El Cajon.pdf; FIG 2 - ASM w borings_WAK-72833.1_4050-4094 E. University Ave..pdf; FIG 2 - ASM w borings_WAK-72834.1 SWC Univ Ave. and 40th St..pdf

Hi, Mary –

EEL would like to start on the University & 41st property at 7:00 a.m. on Thursday the 28th. They are planning to do the work on the first two properties tomorrow. The work they're doing this week will be non-invasive, to mark out locations for boring and to do geophysical surveys. They have scheduled the second day of work for each of the three properties, when the drilling and sampling will be done, for Weds-Fri next week, March 6-March 8. If one of those days is more convenient for your staff to let them into the site, I'm sure EEL can arrange to have the work done there on that date.

The information provided previously (copied below) applies generally to all three locations. The depths and boring locations for each site are shown on the attached files.

- Name of the company that would perform the testing (if a sub different from EEL). EEL's subcontractors will include SubSurface Survey (Geophysical), Kehoe Testing (Drilling) and A&R Laboratories (lab services).
- Requested date(s) for testing, including the duration of the testing (how long will the work actually occur on the property). Field dates are pending; however, we anticipate two (2) 8-hour days of onsite work, once approved.
- Plan showing the number and location of the testing sites. See attached figure; number and location is subject to change.
- Are you drilling using hollow stem auger methods? If not, what method are you using? Truck-mounted direct push drill rig.
- How deep do you intend to drill and do your borings require a permit with the County of San Diego Dept of Environmental Health? Target depth is 10 feet below grade. Boring permits are not required for the scope of work.
- How do you intend to backfill the bore holes? Hydrated bentonite chips or pellets.
- What type of soils analysis are you doing (bulk density measurements, geotechnical tests, metals, etc.)? Chemical analysis for TPH, VOCs, Metals, Pesticides, and PCBs.

Thanks,
Elizabeth

From: Carlson, Mary [mailto:MMCarlson@sandiego.gov]
Sent: Tuesday, February 26, 2019 1:12 PM
To: Elizabeth Bluhm <ebluhm@wakelandhdc.com>; Ables, Melissa <MAbles@sandiego.gov>; Thompson, Cybele <ThompsonC@sandiego.gov>
Cc: Peter Armstrong <parmstrong@wakelandhdc.com>; Matthew Wilcox <Matt.Wilcox@greshamsavage.com>; Boylan, Dena <DBoylan@sandiego.gov>
Subject: RE: Wakeland/City of San Diego - Right of Entry Permit

Hi Elizabeth, The University and 41st property has a City lock on it and we can't loan out the key. We could arrange for staff to meet you on site though. What time do you need access?

Also, pursuant to section 8 of the permit, please provide:

Description of any invasive geotechnical and soil boring testing, including at a minimum: 1) name of company that will be conducting the testing; 2) date(s) when the testing will occur; 3) plan depicting the number and location(s) that the testing will occur; 4) the manner in which the testing will be conducted (i.e., hollow stem auger method); depth of borings; type of soils analysis (i.e., bulk density measurements, geotechnical tests, metals); and description of method used to backfill bore holes.

I believe the above information that has provided to date was just for the El Cajon Blvd Site.

Thanks!

Mary Carlson

Asset Manager
City of San Diego
Real Estate Assets Department
1200 Third Ave, Suite 1700
San Diego, CA 92101

T (619) 236-6079
sandiego.gov

From: Elizabeth Bluhm <ebluhm@wakelandhdc.com>

Sent: Tuesday, February 26, 2019 12:23 PM

To: Carlson, Mary <MMCarlson@sandiego.gov>; Ables, Melissa <MAbles@sandiego.gov>; Thompson, Cybele <ThompsonC@sandiego.gov>

Cc: Peter Armstrong <parmstrong@wakelandhdc.com>; Matthew Wilcox <Matt.Wilcox@greshamsavage.com>

Subject: RE: Wakeland/City of San Diego - Right of Entry Permit

Hi Mary,

I've confirmed that City Heights Business Association has been notified we want to be on site tomorrow. We have arranged with the lessees to get access to their two sites. Assuming we get the agreement executed today, is there a key or combination we can use to access the third site, at University and 41st?

Thank you,
Elizabeth

From: Carlson, Mary [<mailto:MMCarlson@sandiego.gov>]

Sent: Tuesday, February 26, 2019 10:20 AM

To: Matthew Wilcox <Matt.Wilcox@greshamsavage.com>; Ables, Melissa <MAbles@sandiego.gov>; Thompson, Cybele <ThompsonC@sandiego.gov>

Cc: Peter Armstrong <parmstrong@wakelandhdc.com>; Elizabeth Bluhm <ebluhm@wakelandhdc.com>

Subject: RE: Wakeland/City of San Diego - Right of Entry Permit

Hi Matt – I received the hard copy. It is being routed for signature and we will try our best to get it fully executed today!

Mary Carlson

Asset Manager
City of San Diego
Real Estate Assets Department
1200 Third Ave, Suite 1700
San Diego, CA 92101

T (619) 236-6079
sandiego.gov

From: Matthew Wilcox <Matt.Wilcox@greshamsavage.com>
Sent: Tuesday, February 26, 2019 9:17 AM
To: Carlson, Mary <MMCarlson@sandiego.gov>; Ables, Melissa <MAbles@sandiego.gov>
Cc: Peter Armstrong <parmstrong@wakelandhdc.com>; Elizabeth Bluhm <ebluhm@wakelandhdc.com>
Subject: Wakeland/City of San Diego - Right of Entry Permit
Importance: High

Hi Mary and Melissa,

Attached please find the Right of Entry Permit executed by Wakeland. The original will be hand delivered to you any minute now. Is there any way you might be able to obtain signatures today, so we can stay on schedule for tomorrow?

Thank you,

Matthew Wilcox
Shareholder

Gresham Savage Nolan & Tilden, PC
550 West C Street, Suite 1810
San Diego, CA 92101
Office: (619) 344-2980 Ext.
Fax: (619) 615-2180
www.GreshamSavage.com
matt.wilcox@greshamsavage.com

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