



Real Estate Assets Department

SDC003

SDG-LEFT FIELD, LLC
S402FS-001-A00

14

Document Type

LEGAL DOCUMENTS



Sub - Category

AGREEMENTS



CITY OF SAN DIEGO
USE AND OCCUPANCY PERMIT
[404 8TH AVENUE, SAN DIEGO, CALIFORNIA 92101]

THIS USE AND OCCUPANCY PERMIT ("Permit") is made by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and SDG-LEFT FIELD, LLC, a Delaware limited liability company ("PERMITTEE"), to be effective when signed by the parties and approved by the San Diego City Attorney (the "Effective Date") as follows:

RECITALS

- A. CITY owns that certain real property improved with a fire station and located at 404 8th Avenue, San Diego, California 92101, (APN 535-115-05, the "CITY Property"), and more particularly described in **Exhibit A: Description of CITY Property**, attached hereto.
- B. Cisterra SEHQ, LLC, a Delaware limited liability company ("CISTERRA"), a wholly-owned subsidiary of PERMITTEE, owns that certain real property (APN's 535-115-01, 02, 03, 04, 06, 07 and 08 the "CISTERRA Property") in San Diego, California 92101, immediately adjacent to and north of the CITY Property, and more particularly described in **Exhibit B: Description of CISTERRA Property**, attached hereto.
- C. PERMITTEE intends to develop a large-scale office building project ("Project") on the CISTERRA Property.
- D. The Project includes, in part, the construction of an underground parking garage/basement, which will require the excavation, construction and installation of soldier piles and lagging on the CISTERRA Property. The Project also requires the excavation, construction and installation of a certain tie-back anchor shoring system using multiple rows of tie-back anchors, and other necessary related facilities, under and within the CITY Property (individually and collectively, the "Tie-Back," as more fully described in **Exhibit C: Tie-Back System Plan**, attached hereto). The Tie-Back will be tensioned and actively used during construction of the Project to support structures necessary for the Project and to support the surface and subsurface of the CITY Property. Upon completion of the Project, the Tie-Back will be de-tensioned and disconnected from all elements of the Project by PERMITTEE, and the tie-back anchors and related facilities within the CITY Property will then remain inert under and within the CITY Property.
- E. PERMITTEE has requested to temporarily use and occupancy a portion of the CITY Property for the Tie-Back.
- F. City of San Diego Fire Station No. 4 (the "Fire Station"), is situated on the CITY Property. The Fire Station is active and is an integral part of CITY's system for protecting the lives and safety of the citizens of the City of San Diego. PERMITTEE acknowledges and agrees that a strict condition of this Permit is that the Fire Station and CITY's continued ability to provide public services at, to and from the Fire Station shall not be negatively impacted, reduced or

impeded in any way by the Project or PERMITTEE's use and exercise of the benefits conferred by this Permit.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is acknowledged, CITY and PERMITTEE agree as follows:

1. Right to Enter, Use and Occupy. CITY hereby grants to PERMITTEE a nonexclusive and temporary right to enter, use and occupy the subsurface under and within a portion of the CITY Property (the "Permit Area," as described and depicted in **Exhibit D: Description of Permit Area**, attached hereto), provided the Permit Area is used solely for the purpose of installing, maintaining, repairing, replacing, de-tensioning, disconnecting, and removing (if required) the Tie-Back and all necessary related facilities, and only to the extent necessary for such purposes, and for no other use whatsoever without CITY's prior written consent in each instance. CITY expressly reserves for itself the right to use the Permit Area or to grant other permits, easements or licenses at the same location so long as such uses do not unreasonably interfere with the rights granted herein.
 - 1.1 Commencement. Use of the Permit Area, or any other use of the CITY Property as agreed herein, shall not commence until final issuance of a Grading and Right of Way Permit for Shoring and Tie Backs, and all other necessary permits and authorizations from CITY's Development Services Department or any other competent governmental agency for the full scope of the excavation(s), shoring, and related activities of the Project.
 - 1.2 No Warranty. The use of the word "grant" herein shall not imply any warranty on the part of CITY with respect to the CITY Property or the Permit Area. CITY has not and does not make any warranty, certification, or representation regarding the sufficiency or fitness of the CITY Property for the Tie-Back or any other particular use, or as to its quality or merchantability. CITY shall not be liable or bound in any manner by any warranties, guarantees, promises, statements, representations or information, either express or implied, pertaining to the CITY Property and made or furnished by any officials, officers, representatives, agents, employees or other person representing or purporting to represent CITY, except as made in this Permit.
 - 1.3 Prudent and Professional Manner. This Permit is conditioned on PERMITTEE and each of its agents, contractors and affiliated entities conducting themselves and their work in a prudent and professional manner (as defined by the appropriate industry standard) during their use and occupancy of the CITY Property and the Permit Area.
2. Remaining Tie-Back Anchors. No later than upon completion of the Project, PERMITTEE shall cause the Tie-Back and all elements thereof to be de-tensioned and disconnected from all elements of the Project. CITY acknowledges and hereby agrees that all de-tensioned and disconnected tie-back anchors and related facilities within the CITY Property will then remain in place and inert under and within the Permit Area. No later than upon issuance of a "Certificate of Occupancy" for the Project, PERMITTEE shall provide to CITY's Real Estate Assets Department, in form and content reasonably satisfactory to CITY, written certification

(certified as-built or as-graded plans) by the Project's geotechnical consultant that the soil engineering and engineering geologic aspects of the grading are in compliance with the applicable approved geotechnical report and the applicable grading plan, and (b) proof that the Tie-Back has been completely de-tensioned and disconnected from all elements of the Project.

- 2.1 Ownership of Tie-Back. The Tie-Back and all components thereof shall be and remain the property of PERMITTEE and its successors and assigns at all times prior to the termination of this Permit. Upon termination of this Permit, the Tie-Back and all components thereof shall be the property of CITY and its successors and assigns, without compensation of any kind to PERMITTEE.
3. Term. This Permit shall expire three (3) years after the Effective Date. Notwithstanding the foregoing, either party may terminate this Permit at any time after the complete de-tensioning and disconnection of the Tie-Back from all elements of the Project and CITY's written acknowledgement and approval thereof.
4. Processing Fee. PERMITTEE shall pay to CITY a one-time processing fee of One Thousand Seven Hundred Fifty Dollars (\$1,750).
5. Consideration to CITY. PERMITTEE's obligations under this section regarding consideration to CITY shall survive the expiration or termination of this Permit. PERMITTEE shall complete each of the following for the benefit of CITY, at PERMITTEE's sole expense:
 - 5.1 Boundary Survey. Immediately following GRANTEE'S completion of construction of the Project, PERMITTEE shall provide a boundary survey that establishes the common property line(s) between the CITY Property and the CISTERRA Property. The survey shall be completed by a licensed professional California land surveyor who shall install physical monuments depicting said common property line(s) and file the appropriate documents with the County of San Diego in accordance with Business and Professions Code section 8771.
 - 5.2 Repairs. PERMITTEE shall cause certain repairs, installations and improvements to be made at and for the benefit of the Fire Station. For each repair, installation or improvement, PERMITTEE shall coordinate with and accommodate CITY's Fire-Rescue Department staff to minimize impact to the Fire Station and its daily operation and to satisfy all requirements of the SDFD Fire Station Design & Construction Standards for facilities design, program, furnishings and equipment.

The repairs, installations and improvements to be made at and for the benefit of the Fire Station shall be stated and shall be pursuant to timeframes and other terms and conditions reflected in **Exhibit E: Additional Consideration to City.**
 - 5.3 Temporary Global Stability of Shoring System. The temporary shoring system, including all elements of the soldier piles, lagging, and the Tie Back, shall be designed

and constructed to provide a factor of safety of 1.5 or greater with respect to global stability for any excavation potentially impacting the City Property or operations of the Fire Station until the excavation can be fully and permanently supported by the Project.

- 5.4 Monitoring. Provide and maintain an independent, third-party surveyor(s) to monitor the CITY Property and all improvements thereon during all aspects of PERMITTEE's excavations for the Project, the construction of all facilities related to the Tie-Back, and the installing, maintaining, repairing, replacing, de-tensioning, disconnecting and removing of the Tie-Back (individually and collectively, "PERMITTEE's Work"). The surveyor(s) shall be licensed in California. The surveyor(s) shall actively, regularly, and sufficiently monitor the CITY Property, including regularly surveying for evidence of any movement of the soil or structures thereon, to inspect and report to CITY all adverse conditions or damages to the CITY Property caused by or occurring during any of PERMITTEE's Work. The surveyor(s) shall be obligated to immediately report to CITY in the event of any observed damages or potential adverse impacts to the CITY Property (including any movement thereof or disturbance to the improvements thereon) caused by or occurring during any of PERMITTEE's Work;
6. Performance Bond. Prior to the commencement of the PERMITTEE's Work, PERMITTEE shall provide CITY with a faithful performance bond in the amount of Three Hundred Thousand Dollars (\$300,000), to ensure that the Tie-Back and all the PERMITTEE's Work and other activities of PERMITTEE and its contractors, agents and employees on or under the CITY Property will be completed in accordance with this Permit and all applicable laws, rules and regulations of competent governmental authorities. The performance bond may be in cash or may be a corporate surety bond or other security satisfactory to CITY. The performance bond shall also insure, at the option of CITY, that PERMITTEE: shall restore the CITY Property to a condition reasonably satisfactory to CITY, including restoration of any excavations not utilized and properly filled or capped; shall de-tension and disconnect all of the Tie-Back and elements thereof; and shall fill any excavated areas with engineered, compacted fill as necessary to provide adequate stability for the CITY Property. CITY shall hold the bond or cash in trust for the purposes specified herein, or at CITY's option may be placed in an escrow approved by CITY. CITY shall release the performance bond to PERMITTEE after the complete de-tensioning and disconnection of the Tie-Back from all elements of the Project and within ten (10) business days after PERMITTEE's written request therefor.
7. Place of Payment. All payments to be paid by PERMITTEE under this Permit shall be made payable to "City Treasurer" and be mailed to:

San Diego City Treasurer
P.O. Box 129030
San Diego, California 92112-9030

or hand delivered to:

The Office of the City Treasurer

Civic Center Plaza
1200 Third Avenue, First Floor
San Diego, California 92101

CITY may change the place of payment at any time upon thirty (30) days written notice to PERMITTEE. Mailed payments shall be deemed paid upon the date the payment is postmarked by the postal authorities. If postmarks are illegible, the payment shall be deemed received only upon actual receipt.

8. Default. PERMITTEE shall be in default of this Permit if PERMITTEE breaches any of its obligations under this Permit and fails to correct the breach (following written notice of the breach from CITY) either: (a) within five (5) business days for a monetary breach; or (b) within thirty (30) days for a non-monetary breach; provided that if a non-monetary breach is not curable within thirty (30) days, PERMITTEE fails to commence to correct the breach within thirty (30) days and diligently pursue the correction to completion within a reasonable period of time as determined by CITY in its sole discretion in each instance. Upon PERMITTEE's default prior to the commencement of the PERMITTEE's Work, CITY may immediately suspend or revoke PERMITTEE's rights under this Permit, or terminate this Permit immediately upon PERMITTEE's default. If PERMITTEE is in default of this Permit after the commencement of the PERMITTEE's Work, CITY may seek and obtain any remedy available therefor at law or in equity.

8.1 No Liability. CITY shall not be obligated for any burden or loss, financial or otherwise, which PERMITTEE may incur as a result of any of suspension or revocation of PERMITTEE's rights under this Permit or the termination of this Permit or of CITY's seeking and obtaining any legal or equitable remedy for PERMITTEE's default of this Permit. 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 ANY OF SUSPENSION OR REVOCATION OF PERMITTEE'S RIGHTS UNDER THIS PERMIT OR THE TERMINATION OF THIS PERMIT OR OF CITY'S SEEKING AND OBTAINING ANY LEGAL OR EQUITABLE REMEDY FOR PERMITTEE'S DEFAULT OF THIS PERMIT.

9. Superior Interests. The Permit is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements and rights of way pertaining to the CITY Property, 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.

9.1 Accommodation. 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.

9.2 Conflicting Repairs; Notice. Except in the case of an emergency, if any facilities in, on, over, under, across or through the CITY Property are to be repaired, replaced or relocated, and such work may adversely affect the integrity or operation of PERMITTEE's use of the Permit Area, CITY shall notify PERMITTEE in writing at least ten (10) business days prior to commencement of the work and shall coordinate such work to minimize its impact on the integrity and/or operation of PERMITTEE's use of the Permit Area. Such notice shall state the scope and expected duration of such work.

10. Release. PERMITTEE, for itself, its successors, assignees, representatives, employees, officers and agents, hereby releases and forever discharges CITY and its elected officials, officers, representatives, agents, employees, successors in interest and assigns, of and from any and all claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of service, expenses and compensation of any nature whatsoever, whether based on tort, contract, violation of statutory duties, or other theory of recovery, and whether for compensation or punitive damages, injunctive relief or mandamus, or other equitable remedies which may accrue or be acquired by PERMITTEE on account of, or in any way growing out of, or which are the subject of the condition of the CITY Property on the Effective Date and/or CITY's conducting or allowing any activity in or under the CITY Property, including without limitation subsurface digging, trenching, boring or excavating, and any and all known or unknown claims resulting from the alleged acts or omissions of CITY or its elected officials, officers, representatives, agents or employees; provided, however, that this release shall not include any established liability arising from the gross negligence or willful misconduct of CITY or its elected officials, officers, representatives, agents or employees.

10.1 Section 1542 Waiver. PERMITTEE acknowledges and agrees that the release of liability provision set forth above is a general release, and PERMITTEE further expressly waives and assumes the risk of any and all claims against CITY arising from the condition of the CITY Property on the Effective Date, but of which PERMITTEE has no knowledge or does not suspect to exist, whether through ignorance, oversight, error, negligence or otherwise, and which, if known, would materially affect PERMITTEE's decision to enter into this Permit. PERMITTEE expressly waives, as demonstrated by the signature set forth immediately below, the benefits and provisions of Section 1542 of the California Civil Code, and any similar law of any state or territory of the United States or other jurisdiction. Section 1542 of the California Civil Code provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Waived by PERMITTEE: SDG –LEFT FIELD, LLC, a Delaware limited liability company

BY: 

Name: Steven L. Black

Title: Authorized Signatory

11. Governmental Approvals. By entering into this Permit, neither CITY nor CITY's City Council is obligating itself to PERMITTEE or to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to the Permit or PERMITTEE's use of the Permit Area. Discretionary action includes but is not limited to rezonings, variances, environmental clearances, or any other governmental agency approvals which may be required for PERMITTEE's use of the Permit Area.
12. CITY's Consent, Discretion. CITY's consent or approval under this Permit shall mean the written consent or approval of the Mayor of San Diego, California, or his or her designee ("Mayor"), unless otherwise required by law or expressly provided herein. CITY's discretionary acts hereunder shall be made in the Mayor's discretion, unless otherwise expressly provided.
13. Hazardous Substances. PERMITTEE shall not allow the illegal installation, storage, utilization, generation, sale or release of hazardous or otherwise regulated substances in, on, under or from the CITY Property. PERMITTEE and PERMITTEE's agents and contractors shall not install, store, utilize, generate or sell any hazardous substance on, under or from the CITY Property without CITY's prior written consent. PERMITTEE shall, prior to initiating any operations that involve hazardous substances, 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.
 - 13.1 Release. 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.
 - 13.2 Hazardous Substance. "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.

- 13.3 Remediation. If PERMITTEE's occupancy, use, development, maintenance or restoration of the CITY Property 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 CITY Property, and in accordance with all applicable laws, rules, regulations and directives of competent governmental authorities.
- 13.4 Removal. If PERMITTEE or PERMITTEE's contractor or agent has received approval and permits to store, utilize, generate or install, or otherwise bring hazardous materials or hazardous wastes to the CITY Property, PERMITTEE and/or PERMITTEE's contractor or agent shall remove all hazardous substances and hazardous wastes in any type of container, equipment or device from the CITY Property immediately upon or prior to the expiration or earlier termination of this Permit. CITY reserves the right to conduct inspections of the CITY Property and/or request documentation demonstrating the legal removal and/or disposal of the hazardous materials, wastes or other containers, equipment or devices from the CITY Property. 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.
- 13.5 Indemnity. PERMITTEE shall protect, defend, indemnify and hold CITY harmless from any and all claims, costs and expenses related to environmental liabilities resulting from PERMITTEE's occupancy, use, development, maintenance or restoration of the CITY Property, 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.
- 13.6 Notice of Release. If PERMITTEE knows or has reasonable cause to believe that a hazardous substance has been released on, from or beneath the CITY Property, 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 CITY Property.

- 13.7 Environmental Assessment. Upon reasonable cause to believe that PERMITTEE's occupancy, use, development, maintenance or restoration of the CITY Property ("PERMITTEE's Operations"), resulted in any hazardous substance being released on, from or beneath the CITY Property, 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 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, or require future restricted re-use of the CITY Property, 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, CITY may cause the remediation and/or removal recommended in the environmental assessment such that unrestricted re-use of the CITY Property and compliance with environmental law and regulations are achieved, and PERMITTEE shall pay all costs and expenses therefor.
14. Noninterference. PERMITTEE shall not materially interfere with CITY's use, operations or activities on the CITY Property, and PERMITTEE shall use such routes and follow such procedures on or under the CITY Property as shall result in the least damage and inconvenience to CITY.
15. PERMITTEE's Risk. PERMITTEE shall bear all risks and liability, including future liability for damages to the CITY Property or the Fire Station, arising out of or in any manner directly or indirectly connected with PERMITTEE's use or occupancy of the CITY Property and any damages to any improvements on, under or in the vicinity of the CITY Property resulting directly or indirectly thereby. PERMITTEE'S OBLIGATION TO BEAR ALL RISKS AND LIABILITIES AS PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS PERMIT.
16. Property Damage, Consequential Damages and Future Burdens. PERMITTEE shall be solely liable for and shall pay for all damage to the CITY Property all damage to improvements and personal property thereon resulting from PERMITTEE's exercise of its rights granted by this Permit, including without limitation soil erosion, soil settlement, soil movement, subsidence, vibration or damage resulting thereby. Because the CITY Property and the Fire Station serve a vital public interest, PERMITTEE shall be solely liable for all consequential damages incurred by CITY, including without limitation the temporary or permanent relocation and housing of CITY personnel and equipment reasonably required by and resulting from PERMITTEE's exercise of its rights granted by this Permit. PERMITTEE further acknowledges and agrees that the Fire Station is an aged structure of

historical value and that PERMITTEE's liability for any damages to the Fire Station or any part of the CITY Property shall include remedial and restoration measures applicable to aged or historic structures and potential modernization of aged or historic structures in conformity with modern code requirements.

17. Indemnification & Hold Harmless. PERMITTEE shall protect, defend, indemnify and hold CITY and its elected officials, officers, employees, representatives and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including without limitation 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 protect, defend, indemnify and hold CITY harmless shall not include any established liability arising from the gross negligence or intentional misconduct of CITY or its elected officials, officers, employees, representatives or agents. 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.
18. Taxes. PERMITTEE shall pay, before delinquency, all taxes, assessments and fees assessed or levied: (a) upon the CITY Property and resulting from PERMITTEE's use and/or occupancy of same; and (b) upon PERMITTEE's use and occupancy of the CITY Property; including without limitation licenses and permits, and including the land and any improvements or fixtures installed or maintained by PERMITTEE thereon. 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 possessory interest. PERMITTEE shall pay all such possessory interest taxes. PERMITTEE's payment of taxes, fees and assessments shall not reduce any amount payable to CITY under this Permit. CITY shall not assume any responsibility for any taxes whatsoever resulting from PERMITTEE's use or occupancy of the CITY Property.
19. 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 PERMITTEE's use or occupancy of the CITY Property. 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 in connection with such encumbrances and/or liens, including without limitation PERMITTEE's failure or the failure of any contractor or subcontractor hired by PERMITTEE to pay any person or persons entitled to lien or encumber the Property pursuant to the California Civil Code.

20. Insurance. PERMITTEE shall obtain and maintain throughout the term of this Permit, either directly or through its general contractor for the Project, Turner Construction Company, at no expense to CITY, 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. Maintenance of the required insurance coverage is a material consideration for this Permit. Notwithstanding any provision of this Permit to the contrary, if the insurance coverage required herein is not maintained or renewed, or PERMITTEE 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 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.

20.1 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: (a) ongoing operations performed by PERMITTEE or on PERMITTEE's behalf; (b) PERMITTEE's products; (c) PERMITTEE's work, including without limitation PERMITTEE's completed operations performed by PERMITTEE or on PERMITTEE's behalf; or (d) the CITY Property.

20.2 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.

- 20.3 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 bought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.
- 20.4 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.
- 20.5 Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of PERMITTEE and must be disclosed and acceptable to CITY at the time evidence of insurance is provided.
- 20.6 Continuity of Coverage. All policies shall be in effect on or before the Effective Date, 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 of this Permit. 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 of this Permit 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.
- 20.7 Modification. To assure protection from and against the kind and extent of risk existing with PERMITTEE's use of the Permit Area or the CITY Property, CITY, at its discretion, may require the revision of amounts and coverage at any time prior to the de-tensioning and disconnection of the Tie-Back 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 PERMITTEE's use of the Permit Area or the CITY Property.

- 20.8 Accident Reports. PERMITTEE shall immediately report to CITY any accident causing property damage or injury to persons and related to PERMITTEE's use of the Permit Area or the CITY Property. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.
- 20.9 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 PERMITTEE's use of the Permit Area or the CITY Property in an amount to cover 100 percent (100%) of the replacement cost. PERMITTEE shall deliver to CITY a certificate of such insurance.
21. Compliance with Law. PERMITTEE shall at all times in the construction, maintenance, use, occupancy, restoration and operation of the Permit Area and the CITY Property comply with all applicable laws, rules, regulations and directives of competent governmental authorities, at PERMITTEE's sole cost and expense. Upon CITY's request, PERMITTEE shall promptly deliver to CITY copies of all documentary evidence of such compliance received by or otherwise available to PERMITTEE (e.g., validation of periodic inspections, if any).
22. Maintenance of the Tie-Back and Permit Area. PERMITTEE shall maintain the Tie-Back and the Permit Area, at PERMITTEE's sole cost and expense and to CITY's satisfaction, in a safe and stable condition.
23. Inspection. CITY may, at any and all times, enter and inspect the Permit Area.
24. No Discrimination. PERMITTEE shall not discriminate in any manner against any person on account of race, color, religion, gender, sexual orientation, medical status, national origin, ethnicity, age, marital status or disability in PERMITTEE's use of the CITY Property, including without limitation the provision of goods, services, facilities, privileges, advantages and accommodations, and the hiring and retention of employees and contractors.
25. 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.

26. Equal Benefits. PERMITTEE shall comply with San Diego Municipal Code sections 22.4301-22.4308, which require applicable parties to offer the same employment benefits to employees with spouses and employees with domestic partners. PERMITTEE shall certify that it will maintain such equal benefits throughout the term of this Permit. PERMITTEE's failure to maintain equal benefits shall be a material breach of this Permit.
27. Disabled Access Compliance. PERMITTEE shall comply with Title 24 of the California Code of Regulations (i.e., the "Building Code", as defined in Title 24 of the California Health and Safety Code); the Americans with Disabilities Act of 1990 ("ADA"); and any other applicable state and federal laws and regulations enacted protecting the rights of people with disabilities. PERMITTEE's compliance shall include without limitation the following:
- (a) PERMITTEE shall 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 shall post a statement addressing the requirements of the ADA in a prominent place at the work site;
 - (d) Where required by law, PERMITTEE shall, at PERMITTEE's sole cost and in conformance with all applicable building codes, comply with applicable disabled-access requirements by making accessible any areas of the CITY Property which deny access to disabled persons; and
 - (e) PERMITTEE shall include language in each sublicense agreement, if any, indicating the sublicensee's agreement to abide by the foregoing provisions.

PERMITTEE and each of its sublicensees shall be individually responsible for their own ADA compliance program. PERMITTEE's failure to comply with the above requirements and/or submitting false information in response to those requirements shall be a default under this Permit.

28. 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 San Diego City Council.

29. Local Business and Employment. PERMITTEE acknowledges that CITY seeks to promote employment and business opportunities for local residents and firms in all CITY contracts. For work associated with this Permit and to the extent legally possible, PERMITTEE shall use its commercially reasonable best efforts to solicit applications for employment and bids and proposals for contracts from local residents and firms as opportunities occur. PERMITTEE shall use its commercially reasonable best efforts to hire qualified local residents and firms whenever practicable.
30. No Nuisance. PERMITTEE shall not use the CITY Property in any manner which creates a nuisance or unreasonably disturbs the quiet enjoyment of persons in and to the surrounding area.
31. Assignment. PERMITTEE shall not assign any rights or obligations under this Permit or any interest in this Permit without CITY's prior written consent in each instance. Any assignment by operation of law shall automatically terminate this Permit.
32. Waiver. The property constituting the CITY Property 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.
33. Survival. Any obligation which accrues under this Permit prior to its termination shall survive such termination.
34. Entire Agreement. This Permit constitutes the entire agreement between the parties and supersedes any and all prior understandings, representations, warranties and agreements between them pertaining to this Permit and PERMITTEE's occupancy, use, development, maintenance and restoration of the Permit Area. Any modification, alteration or amendment of this Permit shall be in writing and signed by all the parties hereto. Each party represents and warrants that this Permit is binding upon such party in accordance with its terms.
35. 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.

36. Successors and Assigns. This Permit shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.
37. 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.
38. 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 Postal Service registered or certified mail, return receipt requested, postage prepaid, and addressed to the parties as follows:

CITY: THE CITY OF SAN DIEGO
Attention: Real Estate Assets Director
1200 Third Avenue, Suite 1700, MS 51A
San Diego, California 92101

PERMITTEE: SDG-LEFT FIELD, LLC
Attention: Jason Wood
3580 Carmel Mountain Road, Suite 460
San Diego CA 92130

With a copy to:

SDG-LEFT FIELD, LLC
Attention: Steven L. Black
3580 Carmel Mountain Road, Suite 460
San Diego, CA 92130

39. Survival. Except for those rights and obligations which by their nature relate only to the period of installation, maintenance, repair, replacement, de-tensioning and disconnection, and removal of the Tie-Back and construction of the Project, all respective obligations of CITY and PERMITTEE under this Permit shall survive the termination of the Permit.
40. Authority. 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. Each party which is not a natural person represents and warrants that it is a valid, qualified corporation, limited liability company, partnership or other unincorporated association in good standing in its home state and that it is qualified to do business in California.

41. 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 Tie-Back. 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 Tie-Back, 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 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.

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

PERMITTEE:

SDG-LEFT FIELD, LLC, a Delaware limited liability company

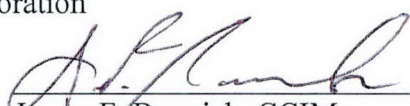
BY: 

Name: Steven L. Black

Title: Authorized Signatory

CITY:

THE CITY OF SAN DIEGO, a California municipal corporation

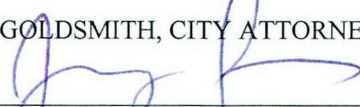
BY: 

James F. Barwick, CCIM

Director, Real Estate Assets

Approved as to form and legality:

JAN I. GOLDSMITH, CITY ATTORNEY

By: 

Name: Jeremy Fonseca

Title: Deputy City Attorney

10/11/13

Exhibit A: Description of CITY Property

LOT G BLK 111 OF HORTON'S ADDITION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

(APN 535-115-05)

Exhibit B: Description of CISTERRA Property

LOTS B, C, D, E, F, H, I, J, K and L OF BLK 111 OF HORTON'S ADDITION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY (APN 535-115-01, 02, 03, 04, 06, 07, 08, 09, 10, 11)

Exhibit C: Tie-Back System Plan

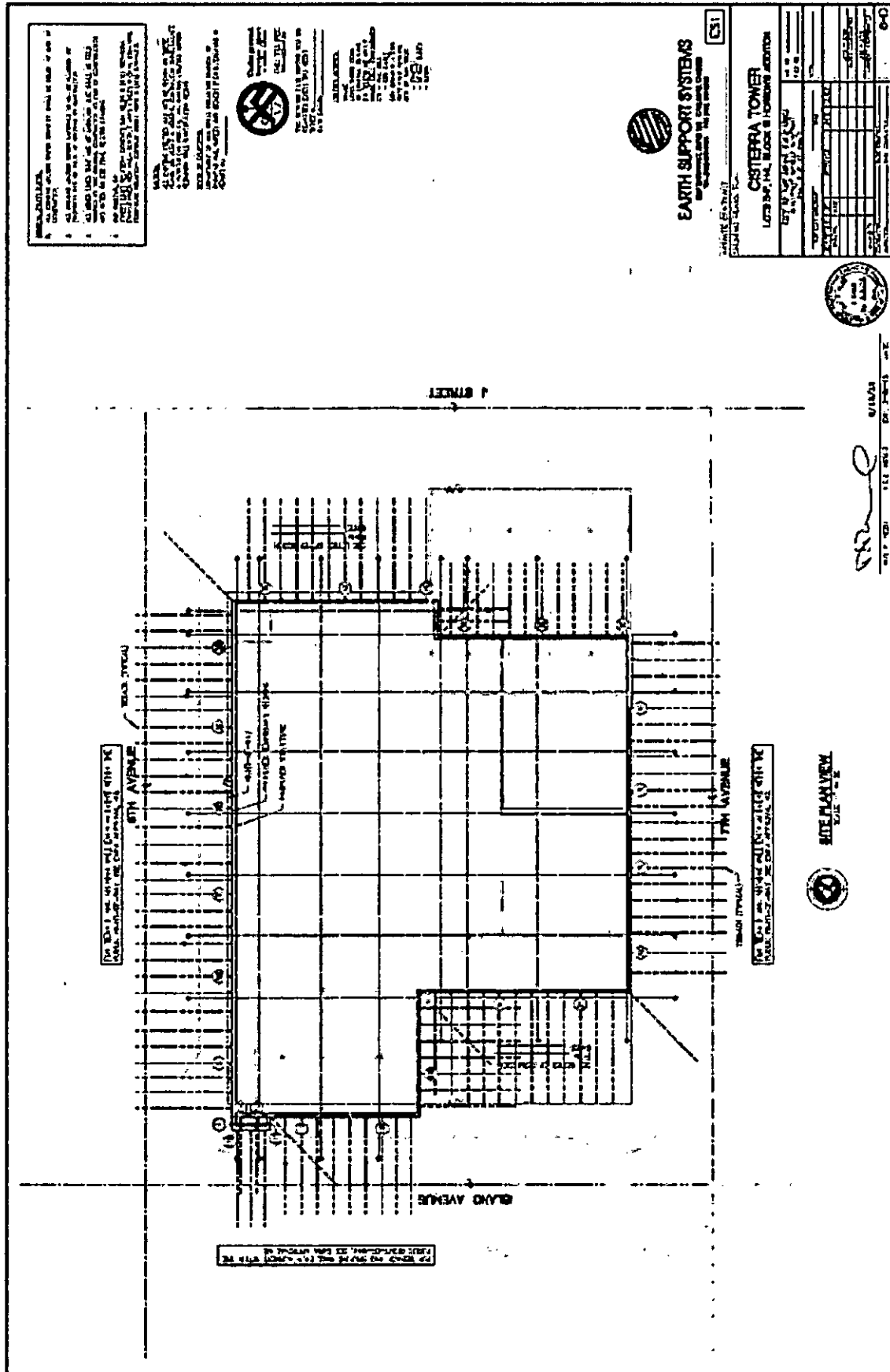


Exhibit D: Description of Permit Area

[TO FOLLOW BEHIND THIS PAGE]

EXHIBIT D TO USE & OCCUPANCY PERMIT

ALL ENCROACHMENT WITHIN THE
DMRA APPROVAL NO.

8TH AVENUE

TIEBACK (TYPICAL)

20

25

30

RIGHT-OF-WAY

PROPOSED TEMPORARY SHORING

PROPOSED STRUCTURE

35

40

45

SEE LETTER OF PERMISSION
FROM
DATED

← PERMIT AREA

50

55

60

J STREET

GENERAL	
1.	AL
2.	AL
3.	AL
4.	AL

Exhibit E: Additional Consideration to City

Fire Station 4

The following repairs, installations and improvements shall be completed within six (6) months of the Effective Date. Any request for delay regarding the completion of the repairs, installations and improvements shall be immediately submitted to the San Diego Fire-Rescue Department, attention Michelle Abella-Shon, 3870 Kearny Villa Rd, San Diego, CA 92123 and approved in writing.

1. Remove and replace all second floor windows with dual pane historical replicas of the Station for 1936 and provide window blinds. Repair and replace all damaged window openings on the exterior and interior as needed.
2. The access door and jamb on roof to hose tower shall be replaced with a historical replica door painted in historical color.
3. Replace existing roof hatch with a hatch that meets current code requirements.
4. Carpeted areas in dormitory rooms, office, and dayroom shall be removed and replaced with a sound attenuating membrane and install a Marmoleum© material, color to be determined. Flooring in the weight room shall remain.
5. Replace hose tower vents as needed.
6. Remove and renovate the shower room, restroom partitions, and sinks. Partitions shall be Phenolic or solid plastic type, with SS hardware. Tile color shall be determined later.
7. A high-end residential dishwasher with stainless steel interior shall be plumbed and installed.
8. The existing kitchen sink faucet shall be replaced by a Chicago pre-rinse faucet #923-613AL12LABCP.
9. Refrigerators (currently 3) to be replaced by four (4) new refrigerators. The additional refrigerator shall be installed in the dining room area with a refrigerator upper cabinet. The only side of the refrigerator visible shall be the front. The book shelves shall be adjusted for the new refrigerator. Please note that the refrigerator will not need an ice maker. All the used refrigerators shall be moved to SDFD storage located in the Building 557 at NTC by contractor.

10. Provide a scissor lift *Skyjack III 3226* and two safety harnesses.
11. Outdoor area under the barbeque shall be renovated into a storage room with lighting.
The room shall be insulated and have a minimum of three fluorescent fixtures with a light switch. Plans shall be approved by Historical.
12. Outdoor barbeque hood with lights and new barbeque grill shall be installed on the barbeque deck. Historical will need to approve.
13. The existing light fixture above the exterior deck shall be removed and a new one installed. Light fixture to be determined and approved by Historical.
14. The three showers shall be 48" x 48" (4' x 4'), minimum, in the clear. The enclosure will have a folding seat with phenolic seat and SS frame, as Bobrick B5191, two (2) SS hooks, Bobrick B-7676, a 24" surface mounted towel shelf with towel bar mounted outside the shower enclosure. The shower shall have a soap dispenser compatible with SDFD supply, a shelf, Bobrick B-204-16 and a shower door will be installed. Shower pans are to be hot mopped in or have a solid terrazzo or equal pan. The tile at the shower area is to be epoxy grouted. Existing shower heads shall be removed and given to crew to store. Tile color to be determined.
15. Lavatory sinks are to be mounted on 37-1/2" cabinets with doors that are cantilevered to allow for mopping of floor. Counter top shall be constructed of a material that is very durable. The existing mirror shall remain. Soap dispensers that are already installed shall be removed and reused and a paper towel holder as Bobrick, B-359, a SS towel hook shall be adjacent, Bobrick B-6777 or towel bar, Bobrick B-205.
16. There are several holes on the exterior building area shall be patched before exterior is painted.
17. Remove and replace approximately 30 square feet of a section of concrete in the apparatus driveway. Concrete section shall be pinned and poured with 8" 4500 psi concrete.
18. On the south side of Station 4's property where the firefighters park their personal vehicles, the existing cyclone fencing shall be removed and a permanent wall constructed. The construction of the wall will necessitate the relocation of the gas meter and an electrical box.
19. Remove and replace two existing HVAC units.

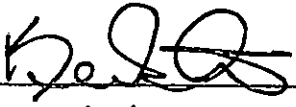
20. Provide 250 square feet of Envirotile 18 in. x 18 in. Flagstone Terra Cotta Rubber Pavers on roof for protection of roof under the seating areas (observation deck). *See attachment 1.*

21. Provide hydraulic tools for the Utility 4 Vehicle. *See attachment 2*

Approved:

San Diego Fire-Rescue Department

By: SDG-Left Field, LLC.

By: 

Date: 10/1/13

By: 

Date: Steven L. Black
09.30.2013



20. Provide 250 square feet of Envirotile 18 in. x 18 in. Flagstone Terra Cotta Rubber Pavers on roof for protection of roof under the seating areas (observation deck). *See attachment 1.*
21. Provide hydraulic tools for the Utility 4 Vehicle. *See attachment 2*

Approved:

San Diego Fire-Rescue Department

By: SDG-Left Field, LLC.

By: _____

Date: _____

By:  _____

Date: Steven L. Black
09.30.2013

FREE SHIP TO STORE OR HOME*. NOW AVAILABLE ON OVER



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More doing.

Your Store:
Imperial Marketplace #1032 (Change)

PRO Site | Tool & Truck Ren

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Pr

Envirotile 18 in. x 18 in. Flagstone Terra Paver

Model # MT5000699 Internet # 202817016

\$7.97 / each

This item cannot be shipped to the following state
AK, GU, HI, PR, VI

Free shipping is not available for this item

Buy Online, Ship to Store

Color

PRODUCT OVERVIEW

Envirotile is made with 100% recycled rubber, produced from car and truck tires; over 1 million tires are diverted from the landfill each year. The Multy Home Envirotile 18 in. x 18 in. Terra Cotta Rubber Flagstone is noise and impact absorbent. This weather-resistant paver is designed for use all year long. Envirotile is made from true recycled rubber, colors may vary slightly from tile to tile

- Made in North America
- Terra Cotta color with a smooth texture
- Noise- and impact-absorbing construction
- Resists warping, cracking, peeling, chipping and crumbling
- Weather-resistant paver designed for all-season use
- Can be easily cleaned by rinsing with a garden hose

Info & Guides

Warranty

You will need Adobe® Acrobat® Reader® to view PDF documents. Download a free c
Adobe Web site.

<http://www.homedepot.com/p/Envirotile-18-in-x-18-in-Flagstone-Terra-Cot...> 8/27/2013



Hydraulic Tools

Quote Number 00001491
Terms Net 30

Created Date 8/21/2013
Expiration Date 12/31/2013
Estimated Delivery 4-5 weeks

Prepared By Wayne Ray
Title National Account Manager-EUD
Mobile 352-396-3593
E-mail wayne.ray@sbdinc.com

Contact Name Aide Barbat
Mobile (619) 708-4873
Email abarbat@sandiego.gov

Bill To Name San Diego Fire and Rescue

Ship To Name San Diego Fire and Rescue

Product	Line Item Description	Description	Quantity	Total Price
02333		MOIL POINT 14UC 1 1/8 HEX X 6	1.00	\$31.50
03990		CHISEL BIT 14UC 11/8HEX X 6	1.00	\$31.50
30305		15"BAR DC15 SPROCKET NOSE	4.00	\$1,083.60
56803		DIAMOND CHAIN PINNACLE-32 15"	2.00	\$2,041.20
58634		HOSE ASSY BONDED 50' W/CPLRS	2.00	\$1,278.90
62358		DIAMOND BLADE 14"x1" DRY CUT	1.00	\$276.15
BR67120		BREAKER OC 1 1/8 HEX	1.00	\$2,500.00
CO25541		CUTOFF SAW OC, CW ROTATION	1.00	\$2,586.72
DGP30100		WATER PUMP, 12VDC, DC PLUG	1.00	\$777.24
DS113000		DIAMOND CHAIN SAW LAND	1.00	\$2,758.08
GT18B02		GEN2 POWER UNIT SINGLE BRIGGS	1.00	\$5,778.30
Misc	Part #56761 Lay flat hose 25ft with couplers for SM50		2.00	\$275.10
Misc	Keen Cut Bit 1-1/8" hex Part#08107		1.00	\$72.75
SM50100		SUBMERSIBLE PUMP, CE	1.00	\$2,490.84

Estimated Freight \$500.00

Grand Total \$22,481.88

Signature Approval:

Date:

Purchase Order #:

Ship Via: