

CITY OF SAN DIEGO RIGHT OF ENTRY PERMIT

THIS CITY OF SAN DIEGO RIGHT OF ENTRY PERMIT ("Permit") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and CONNECTIONS HOUSING DOWNTOWN, L.P., a California limited partnership ("PERMITTEE"), to be effective as of the date signed by CITY (the "Effective Date"), when signed by the parties and approved by the San Diego City Attorney, as follows:

RECITALS

- A. CITY is the owner of real property located in the County of San Diego, State of California, and commonly known as the World Trade Center, 1250 Sixth Avenue, San Diego, California 92101 (the "Property").
- B. To complete due diligence for CITY'S sale of the Property to The Redevelopment Agency of the City of San Diego, CITY will grant PERMITTEE and/or PERMITTEE'S contractors access to the Property under the terms and conditions of this Permit.

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

- 1. Right to Enter. Subject to the terms and conditions of this Permit, CITY hereby grants permission to PERMITTEE, its employees, agents, and contractors to enter upon the Property (the "Permit Area").
- 2. CITY'S Consent Required for Each Entry. PERMITTEE and its employees, agents, and contractors shall not enter upon the Permit Area at any time unless and until CITY consents in writing (which may be by electronic mail) to the specific use, time, and duration of each entry in each instance.
 - a. Conditions. PERMITTEE shall comply with all conditions CITY may place on each entry subject to this Permit, including without limitation such conditions as requiring that each of PERMITTEE'S agents and contractors enter into a separate right-of-entry permit with CITY, having CITY staff present on site, requiring PERMITTEE to submit a work plan and a detailed description of any physically disruptive work to be performed, and the requirement that PERMITTEE provide a third-party consultant (with appropriate California Asbestos Consultant accreditation and California Lead Inspector/Assessor or Project Monitor accreditation) on site for all abatement and sampling work.
 - b. Prior Notice. PERMITTEE acknowledges that the physical disturbance of any part of the Permit Area will require an environmental review by CITY, which may take substantial time and involve several City departments in each instance. Therefore, PERMITTEE shall provide as much advance notice as possible, but in no event less than 48 hours notice in advance of each entry. PERMITTEE shall coordinate access to

the Permit Area with **Mary Carlson, Supervising Property Agent (619-236-6079; MMCarlson@sandiego.gov)**, or such other CITY staff members as CITY may designate from time to time.

3. Use of Permit Area. Subject to the terms and conditions of this Permit and CITY'S prior written consent in each instance, PERMITTEE may use the Permit Area on a non-exclusive basis for the purpose of conducting meetings, investigations, surveys, studies, measurements, and analyses of the Property, excluding any modification of the Property's exterior whatsoever, and to maintain and restore the Permit Area as required by this Permit (the "Permit Use"). PERMITTEE and each of its agents and contractors shall obtain all required permits and reasonably appropriate security for the Permit Use. PERMITTEE shall deliver to CITY copies of all written reports and findings related to the Permit Use ("Reports") as soon as they are available. PERMITTEE shall promptly repair any and all damage resulting from the Permit Use and restore the Permit Area as reasonably directed by CITY and to CITY'S reasonable satisfaction, but in no event shall PERMITTEE be required to improve the Permit Area beyond its condition immediately prior to the Permit Use.
4. Asbestos & Lead Disclosure. Portions of the Permit Area contain asbestos and lead containing materials. PERMITTEE shall disclose to all appropriate parties the existence of asbestos and lead in the Permit Area.
 - a. Ceiling Tiles. The basement, third, and fourth floors of the Permit Area are known to contain asbestos fire-proofing above the ceiling tiles. Ceiling tiles on other floors may also have asbestos above them and should be opened with caution. PERMITTEE shall ensure that its employees, agents, and contractors will not move any ceiling tiles or impact the ceiling grid system in the Permit Area without CITY'S express written authorization. In addition, 1'x 1' glued on ceiling tiles in janitorial closets have tested positive for containing asbestos.
 - b. Thermal System Insulation. The thermal system insulation throughout the Permit Area contains asbestos and may not be disturbed in any way. PERMITTEE shall notify CITY immediately if any disturbance or damage to the thermal system is caused or discovered by PERMITTEE or its employees, agents, or contractors.
 - c. Sub-Basement Area. A mechanical room in the sub-basement of the Permit Area contains a mechanical room (the "Restricted Area") that is known to contain asbestos fire-proofing. The location of the Restricted Area is designated in **Exhibit A: Restricted Area**, attached hereto. PERMITTEE and its employees, agents, and contractors shall not enter the Restricted Area without CITY'S express written authorization in each instance.
 - d. Basement Area. Work previously performed by PERMITTEE'S contractor in the south basement is assumed contaminated with asbestos and lead. Until an abatement contractor has performed cleaning activities and a third-party consultant has performed

visual inspection and passed Transmission Electron Microscopy (TEM) air sampling, the south-basement area may not be entered.

- e. All painted surfaces are assumed to contain lead above regulatory thresholds and shall not be disturbed in any way without CITY'S express written authorization in each instance.
5. Asbestos & Lead. If PERMITTEE makes alterations or repairs to the Permit Area, PERMITTEE shall be responsible for all required asbestos and lead removal, management, or containment, and shall pay all costs associated therewith. Asbestos and lead removal, management, or containment shall be conducted in accordance with all applicable laws and as approved by CITY. CITY may, at its discretion, station supervisory personnel at the work site to ensure that PERMITTEE'S obligations under this section are fulfilled.
6. Permit Fee. Consideration to CITY for granting the license under this Permit shall be the completion of the Permit Use and the delivery of the Reports as required by this Permit.
7. Term. The term of this Permit ("Term") shall commence on the Effective Date, and shall expire on December 31, 2011. In no event shall the Term exceed three (3) years.
8. CITY'S Consent, Discretion. Whenever required under this Permit, CITY'S consent or approval shall mean the written consent or approval of the Mayor of San Diego, or his or her designee ("Mayor"), unless otherwise expressly provided. CITY'S discretionary acts hereunder shall be made in the Mayor's discretion, unless otherwise expressly provided.
9. Insurance. PERMITTEE shall deliver to CITY'S Real Estate Assets Department a current certificate of insurance for:
 - i. Commercial General Liability Insurance, providing coverage for bodily injury, including death, personal injury, and property damage with limits of at least One Million Dollars (\$1,000,000) per occurrence, subject to an annual aggregate of at least Two Million Dollars (\$2,000,000);
 - ii. Automobile Liability Insurance, providing coverage for all bodily injury and property damage, with a limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles) operated in performing any and all work pursuant to this Permit. Coverage shall be written on *ISO form CA 00 01 12 90*, or a substitute form providing equivalent liability coverage;
 - iii. Workers' Compensation Insurance, as required by the laws of the State of California for all of PERMITTEE'S employees who are subject to this Permit, with Employers' Liability coverage with a limit of at least One Million Dollars (\$1,000,000); and
 - iv. For use of the Permit Area involving any contact with hazardous substances, the insurance coverage specified in that certain "Standard Specifications for Public

Works Construction (The WHITEBOOK, 2010 Edition),” and subject to all related terms and conditions therein related to PERMITTEE’S use of the Permit Area.

- 9.1. Additional Insureds. Pursuant to a separate endorsement [CG2010 (11/85) or equivalent form], “The City of San Diego, its elected officials, officers, employees, representatives, and agents” shall be named as additional insureds in all policies.
- 9.2. Primary & Non-Contributory. Insurance policies shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or maintained by CITY.
- 9.3. Qualified Insurer(s). All insurance required by the terms of this Permit must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to CITY. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet CITY requirements.
- 9.4. Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of PERMITTEE and must be disclosed and acceptable to CITY at the time evidence of insurance is provided.
- 9.5. Continuity of Coverage. All policies shall be in effect on or before the first day of the Term, except "course of construction fire insurance" shall be in force on commencement of all authorized construction, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. The policies shall be kept in force for the duration of the Term. At least thirty (30) days prior to the expiration of each insurance policy, PERMITTEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Permit. PERMITTEE shall provide proof of continuing insurance at least annually during the Term. If insurance lapses or is discontinued for any reason, PERMITTEE shall immediately notify CITY and obtain replacement insurance as soon as possible.
- 9.6. Modification. To assure protection from and against the kind and extent of risk existing with the Permit Use or the Permit Area, CITY, at its discretion, may require the revision of amounts and coverage at any time during the Term by giving PERMITTEE thirty (30) days prior written notice. PERMITTEE shall also obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY’S reasonable re-evaluation of risk levels related to the Permit Use or the Permit Area.
- 9.7. Accident Reports. PERMITTEE shall immediately report to CITY any accident causing property damage or injury to persons and related to the Permit Use or the Permit Area. Such report shall contain the names and addresses of the involved

parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.

10. Hold Harmless. PERMITTEE shall protect, defend, indemnify, and hold CITY, its elected officials, officers, representatives, agents, and employees, harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to PERMITTEE'S employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with this Permit or the use and occupancy of the Permit Area by PERMITTEE or its employees, agents, or contractors, and all expenses of investigating and defending against same, including without limitation attorney fees and costs; provided, however, that PERMITTEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the gross negligence, recklessness, or intentional misconduct of CITY and its elected officials, officers, employees, representatives, and agents. The rights and obligations under this section shall survive the expiration or termination of this Permit.
11. PERMITTEE'S Risk. PERMITTEE shall bear all risks and liability arising out of or in any manner directly or indirectly connected with the Permit Use, and for any damages to the improvements on, under, or in the vicinity of the Permit Area resulting directly or indirectly thereby.
12. Revocable License. This Permit is not a lease. It is a non-exclusive license to use CITY property, and may be revoked at will by CITY, in its sole discretion. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a result of such revocation or the termination of this Permit. PERMITTEE expressly waives any claim for expense or loss which PERMITTEE might incur as a result of CITY'S termination of this Permit. CITY may at all times enter upon the Permit Area.
13. Compliance with Law. PERMITTEE shall, at its sole cost and expense, comply with all laws and the requirements of all competent legal authority now in effect or which may hereafter be in effect, which pertain to the Permit Area and the Permit Use.
14. No Assignment. PERMITTEE shall not assign any rights granted by this Permit or any interest therein without CITY'S prior written consent.
15. Encumbrances. PERMITTEE shall keep the Property and 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 this Permit, the Permit Use, or PERMITTEE'S use of the Permit Area. PERMITTEE shall protect, defend, indemnify, and hold CITY harmless from and against any and all such encumbrances and/or liens, and from and against any claim, liability, cost or expense, including without limitation all attorney fees and costs, relating to or charged against the Property or 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 referred to in Section 3181 of the California Civil Code or other applicable sections thereof.

16. Maintenance of the Permit Area. PERMITTEE shall, to CITY'S satisfaction, maintain the Permit Area in a decent, safe, healthy, and sanitary condition at all times during the Term.
17. Existing Tenants. PERMITTEE represents and warrants the Permit Use shall be conducted in such a manner that will not interfere with any other person's legal use and occupancy of the Property.
18. Inspection. CITY may, at any and all times, enter and inspect the Permit Area and/or the Permit Use.
19. 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 Permit Area. PERMITTEE and PERMITTEE'S agents and contractors shall not install, store, utilize, generate, or sell any hazardous substance on the Permit Area without CITY'S prior written consent. PERMITTEE shall, prior to initiating any operations, obtain all required permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a hazardous substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment, or device which holds or incorporates a hazardous substance or hazardous waste.
 - a. Release. For the purposes of this provision, a release shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" shall mean any hazardous liquid, solid, or gaseous material substances listed by the Environmental Protection Agency or the State of California as a hazardous substance, and any type of petroleum-related substances and their chemical constituents. A copy of the presently effective EPA and the State lists is on file in the Office of the City Clerk as Document 769704 and is hereby incorporated into this Permit.
 - b. Remediation. If PERMITTEE'S occupancy, use, development, maintenance, or restoration of the Permit Area results in a release of a hazardous substance, or petroleum related substance or its chemical constituents, 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.
 - c. 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 Permit Area, 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 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.

- d. Indemnity. PERMITTEE shall protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from PERMITTEE'S occupancy, use, development, maintenance, or restoration of the Permit Area, including 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. CITY shall protect, defend, indemnify, and hold PERMITTEE harmless from any and all claims, costs, and expenses related to environmental liabilities arising solely from conditions existing, or acts or omissions occurring, prior to PERMITTEE'S occupancy of the Permit Area.
- e. Notice of Release. If PERMITTEE knows or has reasonable cause to believe that a hazardous substance or petroleum related substance or its chemical constituents has been released on, from, or beneath the Permit Area, PERMITTEE shall immediately notify CITY and any appropriate regulatory or reporting agency per California Administrative Code 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.
- f. Environmental Assessment. Upon reasonable cause to believe that PERMITTEE'S occupancy, use, development, maintenance, or restoration of the Permit Area ("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, 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 law and regulations are achieved, and PERMITTEE shall pay all costs and expenses therefor.

20. Waiver. CITY'S failure to insist upon the strict performance of any of PERMITTEE'S obligations under this Permit, in one or more instance, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. The property constituting the Permit Area is CITY-owned and held in trust for the benefit of CITY'S citizens. CITY'S failure to discover a breach of any obligation of this Permit or take prompt action to require the cure of any such breach shall not result in an equitable estoppel, but CITY may at any and all times require the cure of any such breach.
21. Survival. Any obligation which accrues under this Permit prior to its expiration or termination shall survive such expiration or termination.
22. Entire Agreement. This Permit constitutes the entire agreement between the parties and supersedes any and all prior understandings, representations, warranties and agreements between the parties related to the Permit Use. Any modification, alteration, or amendment of this Permit shall be in writing and signed by all the parties hereto.
23. Legal Proceedings. If CITY commences legal proceedings to enforce any right or obligation under this Permit, PERMITTEE shall pay all costs in connection therewith, including reasonable attorney fees and costs.

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24. Notices. Any notice required or permitted to be given under this Permit shall be in writing and may be served personally or by United States mail, postage prepaid, and addressed to CITY or PERMITTEE, respectively, as follows:

THE CITY OF SAN DIEGO
Director, Real Estate Assets Department
1200 3rd Avenue, Suite 1700, M.S. 51A
San Diego, California 92101

With a copy by First Class Mail to: San Diego City Attorney
Attn: Real Property Section
1200 Third Avenue, Suite 1100
San Diego, California 92101-4106

CONNECTIONS HOUSING DOWNTOWN, L.P.
Attn: James Silverwood
13520m Evening Creek Drive North, Suite 160
San Diego, CA 92128
(858) 679-2828 Fax: (858) 679-9076

With a copy by First Class Mail to: PATH Ventures
Attn: John Molloy
340 N. Madison Avenue
Los Angeles, CA 90004
(323) 644-2200 Fax: (323) 644-2288

25. Governmental Approvals. By entering into this Permit, neither CITY nor CITY'S City Council is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to the Permit Use or PERMITTEE'S use of the Permit Area. Discretionary action includes but is not limited to re-zonings, variances, environmental clearances, or any other governmental agency approvals which may be required for the Permit Use or PERMITTEE'S use of the Permit Area.

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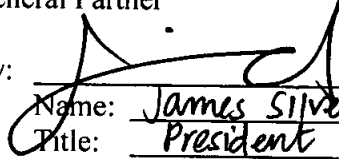
26. Authority to Contract. Each individual executing this Agreement on behalf of another person or legal entity represents and warrants that they are authorized to execute and deliver this Agreement on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions 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 Agreement is binding upon such person or entity in accordance with its terms. Each person executing this Agreement 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.

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

Date: 5/2/11

CONNECTIONS HOUSING DOWNTOWN, L.P., a
California limited partnership

BY: AFFIRMED HOUSING GROUP, INC., a
Delaware corporation doing business as
"Affirmed Housing Partners", Administrative
General Partner

By: 
Name: James Silverwood
Title: President

BY: PATH VENTURES, a California nonprofit,
public benefit corporation, Managing General
Partner

By: _____
Name: _____
Title: _____

Date: _____

THE CITY OF SAN DIEGO, a California municipal
corporation

BY: _____
Name: _____
Title: _____

Environmental Analysis Section Environmental Clearance:

This Project is covered under the Final Environmental Impact Report (FEIR) for the Centre City Redevelopment Plan certified by the Redevelopment Agency ("Agency") on March 14, 2006

26. Authority to Contract. Each individual executing this Agreement on behalf of another person or legal entity represents and warrants that they are authorized to execute and deliver this Agreement 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 Agreement is binding upon such person or entity in accordance with its terms. Each person executing this Agreement 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.

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

Date: 5/2/11

CONNECTIONS HOUSING DOWNTOWN, L.P., a
California limited partnership

BY: AFFIRMED HOUSING GROUP, INC., a
Delaware corporation doing business as
"Affirmed Housing Partners", Administrative
General Partner

By: _____
Name: _____
Title: _____

BY: PATH VENTURES, a California nonprofit,
public benefit corporation, Managing General
Partner

By: John Molloy
Name: John Molloy
Title: Executive Director

Date: 5/12/11

THE CITY OF SAN DIEGO, a California municipal
corporation

BY: James F. Barwick
Name: James F. Barwick, CCIM
Title: Director, Real Estate Assets

Environmental Analysis Section Environmental Clearance:

This Project is covered under the Final Environmental Impact Report (FEIR) for the Centre City Redevelopment Plan certified by the Redevelopment Agency ("Agency") on March 14, 2006

(Resolution R-04001) and subsequent addenda to the FEIR certified by the Agency on August 3, 2007 (Agency Resolution R-04193), April 21, 2010 (Agency Resolutions R-04508 and R-04510), and August 3, 2010 (Agency Resolution R-04544) in compliance with the California Environmental Quality Act (CEQA). The FEIR is a "Program EIR" prepared in compliance with State CEQA Guidelines Section 15168. In accordance with Agency's procedures, an Environmental Secondary Study (ESS) dated January 3, 2011 has been prepared which has made certain findings with respect to the impacts on the environment compared to the analysis performed in the FEIR. This Right-of-Entry is part of a series of subsequent discretionary actions, and therefore not considered to be a separate project for purposes of CEQA review as defined in State CEQA Guidelines Section §15378(c). Pursuant to Section 15168/15162 of CEQA, there is no change in circumstance, additional information or project changes to warrant additional environmental review.

Date: 5/11/11

BY:

Myra Hermann
Name: Myra Hermann
Title: Senior Planner

Approved as to form and legality:

JAN I. GOLDSMITH, City Attorney

BY: [Signature]
Name: BOB LADWIG
Title: Deputy City Attorney

Exhibit A: Restricted Area

[TO FOLLOW BEHIND THIS PAGE]

