





EXHIBIT 'B'

ASSESSORS PARCEL NO. (APN) : 345-172-08 (PAR. 1 PM 14012)

OWNER: WESTWOOD APARTMENTS SD LLC

REFERENCES: PM 14012, MAP 10462, ROS 21535, ROS 14492,
CITY DWG 11898-5,6 D

LEGEND

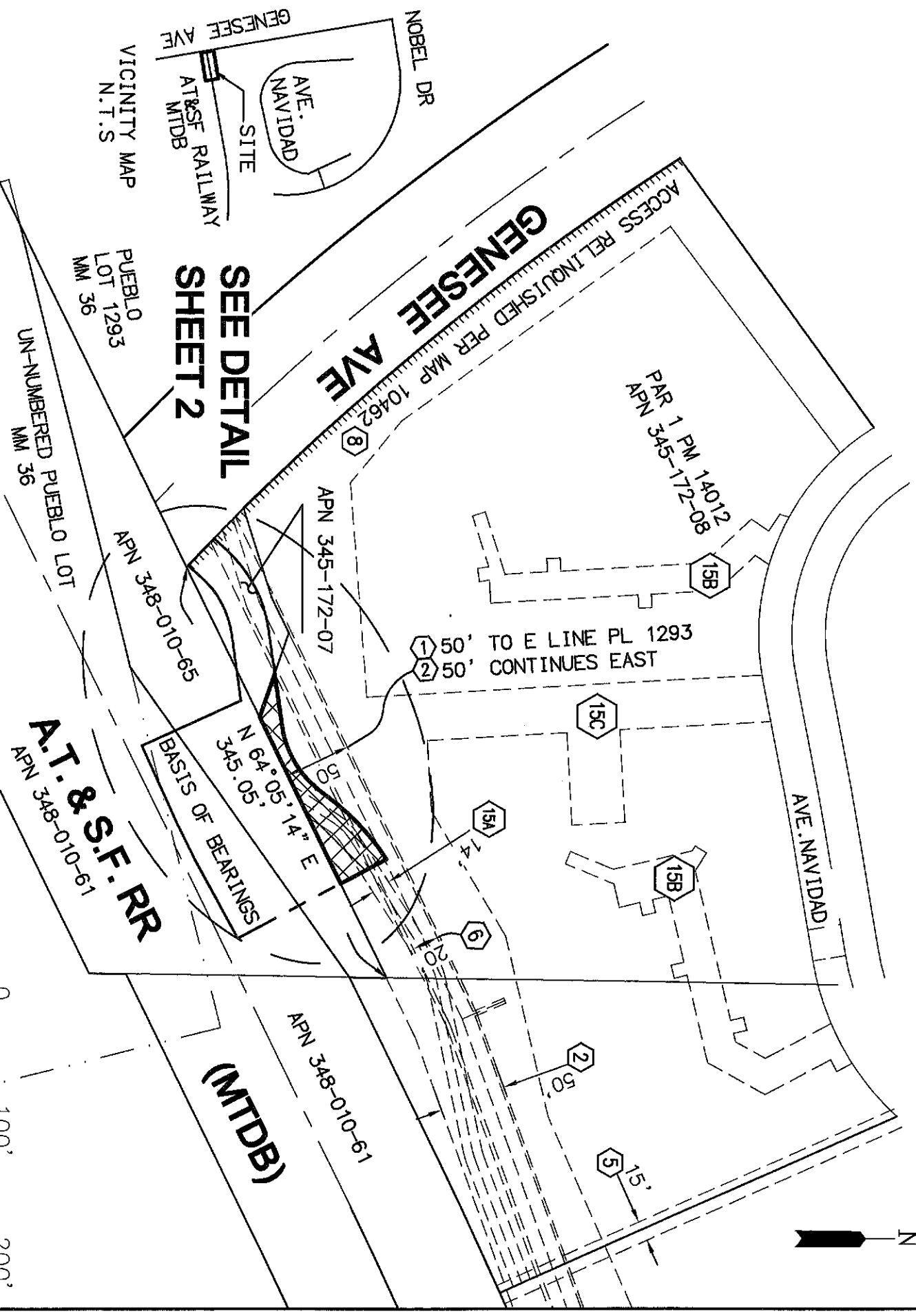
-  TEMPORARY CONSTRUCTION AREA ACQUIRED (TCA) WITHIN APN 345-172-08 3089.4 SF (0.071 AC) SEE SHEET 2 FOR DETAILS
- TPOB TRUE POINT OF BEGINNING
-  EXISTING EASEMENT LABEL (APN 08)
-  SEE EASEMENT NOTES (LEFT)
-  PARCEL RECORD DATA PM 14012

BASIS OF BEARINGS:
THE BASIS OF BEARINGS OF THIS PLAT IS THE SOUTH LINE OF PARCEL 1 OF PARCEL MAP 14012 I.E. N 64°05'14" E.

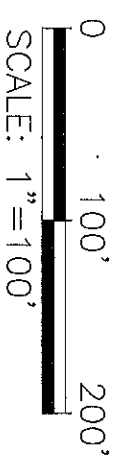
PLOTTABLE EASEMENTS NOTES FOR APN 345-172-08 ONLY:
EASEMENT NOTES PER STEWART TITLE 01180-277249

#	DESCRIPTION	DOC #
1	50' SDGE EASEMENT	1968-95100
2	50' SDGE EASEMENT	1968-214753
5	SEWER EASEMENT	1980-016981
6	20' SDGE EASEMENT	1980-359978
8	NO ACCESS TO GENESEE	MAP 10462
15	EASEMENTS PER A-PEDESTR. & NON-VEHIC. B-WATER FACILIL. C-OPEN SPACE	PM 14012

ALL OTHER ITEMS ARE NOT PLOTTABLE



SEE LEGAL DESCRIPTION EXHIBIT A



Michael Baker

157879-MB-11 EXH
B. DWG

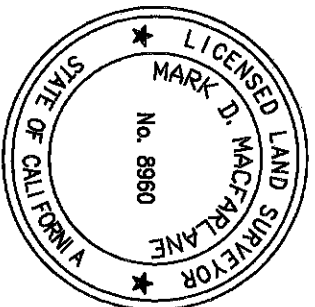
DOCUMENT NO. _____

RECORDED _____

INTERNATIONAL
9755 CLAIREMONT MESA BLVD
SAN DIEGO, CALIFORNIA 92124-1324
PHONE: 858.614.5000

5.14.2018

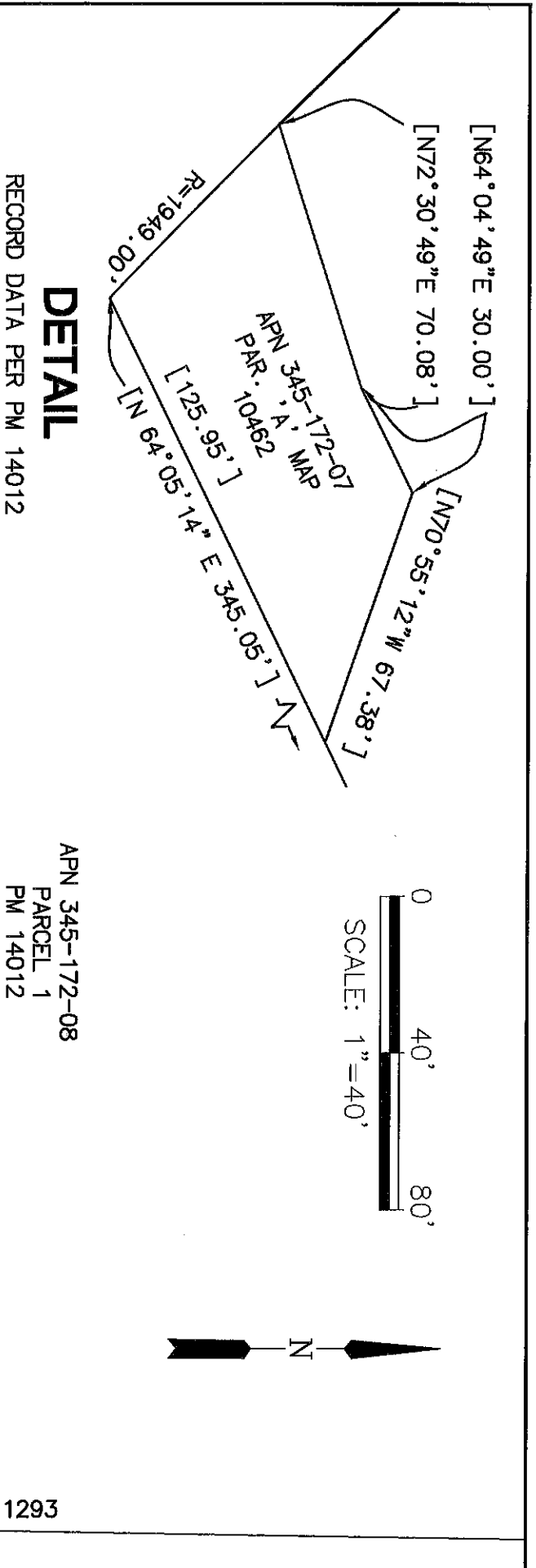
MARK D. MACFARLANE PLS 8960



TEMPORARY CONSTRUCTION AREA WITHIN
PARCEL 1 PM 14012

DESCRIPTION	BY	APPROVED/DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	PTS
8.9.17 MB15,8,11,14 SUB	MBI			SHEET 1 OF 2 SHEET(S)	1.0. B-15141.02.01
9.25.17 HATCH BY APN	MBI				1894-6265
10.17.17 RCA & REV	MBI				CCS 83 COORDINATES
2ND SUB 1.17.18	MBI				254-1705
FINAL MYLAR 5.14.2018	MBI				NAD27 COORDINATES
COMPLETE				STATUS	40468-1-B

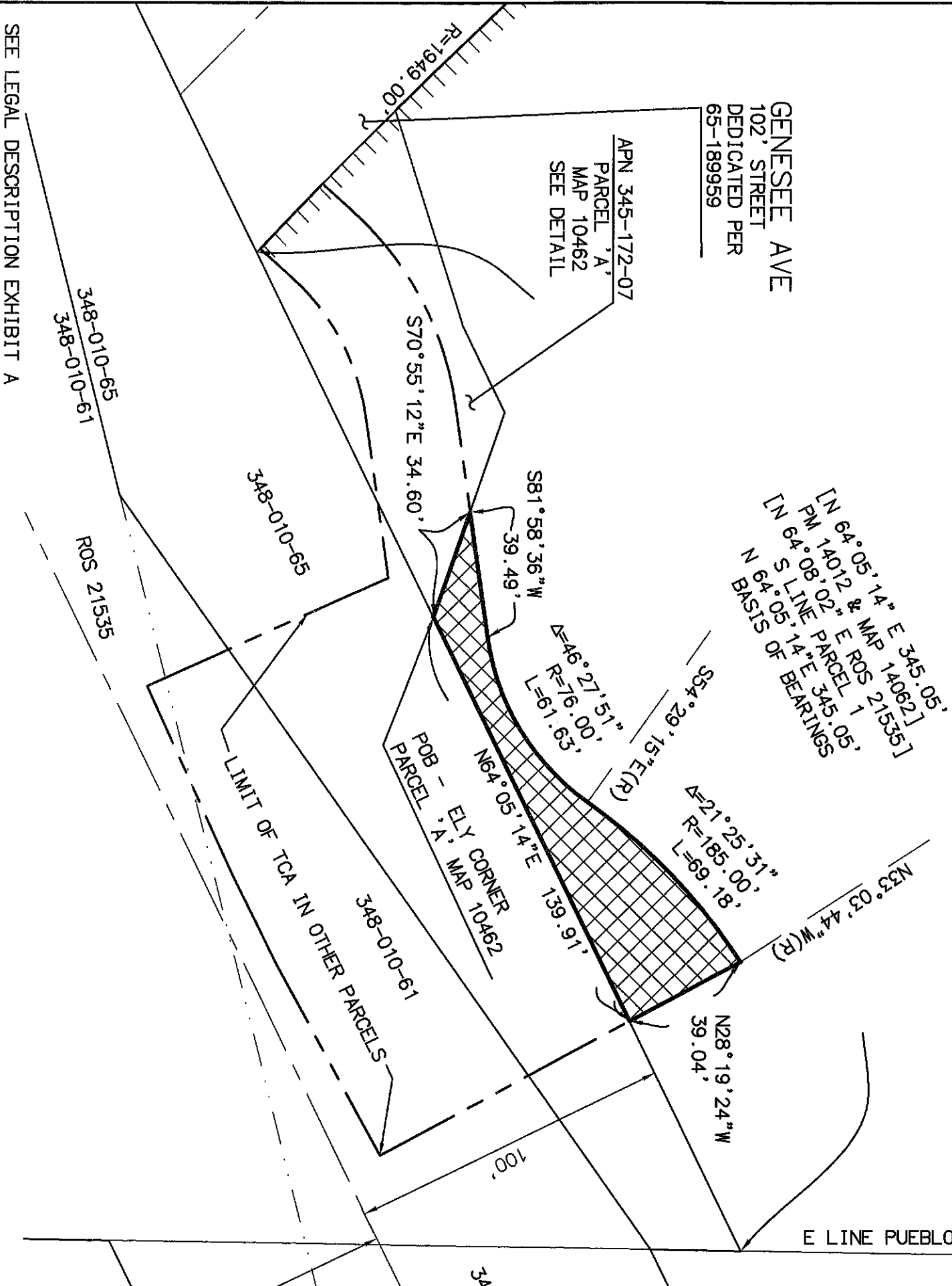
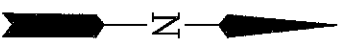
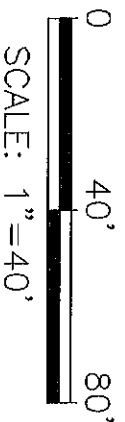
EXHIBIT 'B'



DETAIL

RECORD DATA PER PM 14012

APN 345-172-08
PARCEL 1
PM 14012



SEE LEGAL DESCRIPTION EXHIBIT A

Michael Baker

157879-MB-11 EXH
B.DWG

INTERNATIONAL
9755 CLAIREMONT MESA BLVD
SAN DIEGO, CALIFORNIA 92124-1324
PHONE: 858.614.5000

**TEMPORARY CONSTRUCTION AREA WITHIN
PARCEL 1 PM 14012**

DOCUMENT NO. _____
RECORDED _____

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	PTS
8.9.17 MB15,8,11,14 SUB	MBI				SHEET 2 OF 2 SHEET(S)	I.O. B-15141.02.01
9.25.17 HATCH BY APN	MBI					1894-6265
10.17.17 RCA & REV	MBI					CCS 83 COORDINATES
2ND SUB 1.17.18	MBI					254-1705
FINAL MYLAR 5.14.2018	MBI					NAD27 COORDINATES
COMPLETE					STATUS	40468-2-B

TEMPORARY CONSTRUCTION AREA PERMIT

This TEMPORARY CONSTRUCTION AREA PERMIT ("Permit") is entered into by and between WESTWOOD APARTMENTS SD, LLC, a Delaware limited liability company ("Property Owner"), and the CITY OF SAN DIEGO, a California municipal corporation ("CITY"), to be effective as of February 5, ~~2018~~²⁰¹⁹, when signed by the parties and approved by the San Diego City Attorney (the "Effective Date").

RECITALS

- A. Property Owner is the owner of that certain real property with an address of 7948 Avenida Navidad, San Diego, California 92122, and which is identified by Assessor's Parcel No. 345-172-08 (the "Property").
- B. The CITY has requested permission from Property Owner to enter upon, use, and occupy a portion of the Property to perform work associated with the CITY's North City Morena Blvd Pump Station and Pipeline Project, Project #WBS-B15141 (the "Project").

FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged, Property Owner hereby grants CITY the right to enter upon the Property, based upon the following terms and conditions:

1. Property Owner hereby grants to CITY and its agents, employees, and contractors, permission to enter and use a Temporary Construction Area ("TCA") on the Property, as described on attached Exhibit A and depicted on attached Exhibit B, which shall include the right to store and stage equipment, materials, and vehicles but only in connection with construction immediately in the area of the TCA, and the right to remove and reconstruct improvements thereon and therein, along with the right to conduct all activities reasonably related to such improvements (collectively, "the Work").
2. The parties understand and agree that the Work will be performed in conjunction with the Project. The Work shall commence upon CITY Resident Engineer's issuance of a Notice to Proceed and will continue for approximately 41 months from the commencement of the Work, not including rain days.
3. This Permit shall be effective upon the Effective Date and shall expire on the date of completion of the Work, as determined by the CITY's Resident Engineer. In no event shall this Permit expire later than December 31, 2022 without the prior consent of Property Owner.
4. CITY shall pay Property Owner \$1,290.00 in consideration for this Permit, which payment shall be due within ten (10) business days after the Effective Date. If CITY's use of the TCA exceeds 41 months after the CITY Resident Engineer's issuance of a Notice to Proceed, the CITY will pay Property Owner \$32.00 per month, or the prorated amount for the portion of any month, after month 41 until CITY no longer requires use of the TCA, as determined by the CITY's Resident Engineer. CITY will make a reasonable and good-faith effort to minimize the duration which CITY utilizes the TCA.

5. CITY agrees to give Property Owner written notice fourteen (14) days prior to the estimated start of the Work and prior to any extension of use of the TCA. CITY shall provide contact information for the CITY's Resident Engineer and the onsite contractor prior to the start of the Work. This contact information shall include emergency phone numbers for each to ensure they can be reached 24 hours per day in case of emergency.
6. CITY's Project Manager shall coordinate with Property Owner or its representatives regarding any Work details that affect the Property. The City represents and agrees that no private utilities shall be installed in the Property. The City represents and agrees that access to and over the TCA, including ingress and egress to and from Genesee Avenue, will only be from the existing traveled way. The City contractor(s) will manage a traffic plan for circulation on Property and will not access the TCA across the developed portions of the Property. CITY shall use reasonable efforts to minimize all impacts of the Work on the Property and its residents, including by controlling all dust, noise, and fumes so as not to unreasonably disturb the residents of the Property. CITY shall clean trash and other dirt and debris from the TCA during and after the activity permitted under this Permit so that the TCA maintains a neat appearance at all times. No "hazardous or toxic wastes, substances or materials," as such terms are or may from time to time be defined by Federal, state, county, or municipal laws, ordinances, orders or regulations applicable to the use and enjoyment of the TCA (which regulated materials are collectively hereinafter referred to as "Hazardous Materials") shall be placed or used or allowed to be placed or used on the Property by CITY or any of its agents, employees or contractors.
7. CITY shall be responsible for the restoration of the TCA, and any other property damaged or disturbed as a result of the Work, to a condition as near as possible to the condition existing at the time of commencement of the Work. This includes replacing all damaged or destroyed irrigation systems.
8. CITY shall require CITY's contractor(s) accessing the Property to carry liability insurance as required in "Standard Specifications for Public Works Construction, 2015 Edition," as amended by all periodic supplemental amendments to said document. To the extent permitted by law, Property Owner shall not be liable for, and CITY shall indemnify and hold harmless Property Owner and any person controlling, controlled by or under common control with it, and each of its and their owners, shareholders, partners, members, divisions, officers, directors, employees, representatives and agents, and all of their respective successors and assigns (collectively, "Indemnitees") against all claims, injury, liability, loss, cost, and expense, or damage (collectively, "Claim"), including without limitation, all costs and reasonable attorney's fees in providing a defense to any Claim arising out of, occurring by reason of, or in any way connected with the acts or omissions of by City and its contractors in connection with or arising out of this Permit; provided, however, that Indemnitees shall not be entitled to indemnification hereunder for the portion, if any, of any Claim that is caused by the negligence or willful misconduct of such Indemnitees. Property Owner has no duty to inspect the Property and no duty to warn CITY or any person of any latent or patent defect, condition or risk that might be encountered or incurred in entering the Property. CITY has inspected or will inspect the Property and hereby accepts the condition of the Property "AS IS." CITY

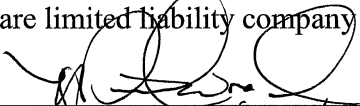
acknowledges that neither Property Owner nor any employee, agent or representative of Property Owner has made representations or warranties concerning the condition of the Property. All persons entering the Property under this Permit do so at their own risk. Property Owner and the other Indemnitees shall not be liable for any damage of any kind whatsoever to any personal property belonging to or used by CITY or any persons entering upon the Property under this Permit, including loss of use of any such property, and CITY hereby waives all claims and demands relating thereto. CITY shall be solely responsible for the safety and security of all persons entering the Property pursuant to this Permit, together with all vehicles parked on the Property pursuant to this Permit, and Property Owner is released from all liabilities and obligations in connection therewith.


9. All recitals and attached exhibits are incorporated into this Permit by this reference.
10. Each individual executing this Permit on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Permit on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Permit is binding upon such person or entity in accordance with its terms. Each person executing this Permit on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid and that such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

Each party is signing this Permit on the date stated opposite that party's signature.

Date: 12/4/18

WESTWOOD APARTMENTS SD, LLC, a
Delaware limited liability company

BY: 
Name: Teresa Prestwood
Title: Senior Vice President

BY: 
Name: Chris Osestowski
Title: Vice President

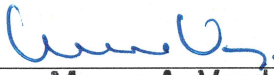
Date: 2/4/19

THE CITY OF SAN DIEGO, a California
municipal corporation

BY: _____
Name: CYBELE L. THOMPSON
Title: Director, Real Estate Assets

Approved as to form this 5th day of
February, ~~2018~~
2019

MARA W. ELLIOTT, City Attorney

BY: 
Name: Marco A. Verdugo
Title: Deputy City Attorney

**EXHIBIT A
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION AREA (TCA)
APN 345-172-08**

A portion of Parcel 1 of Parcel Map 14012 in the City of San Diego, County of San Diego, State of California according to Parcel Map thereof filed in the Office of the County Recorder of San Diego County on November 6, 1985 as Instrument No. 85-0417857, of official records, described as follows:

BEGINNING at the easterly most corner of Parcel "A" of Map 10462 filed in the Office of the County Recorder of San Diego County on August 20, 1982 as Instrument No. 82-258477, of official records, being also a point on the southerly line of said Parcel Map 14012; thence easterly along said southerly line North 64°05'14" East 139.91 feet; thence leaving said southerly line North 28°19'24" West 39.04 feet to the beginning of a non-tangent curve concave Southeasterly having a radius of 185.00 feet to which a radial line bears North 33°03'44" West; thence southwesterly along the arc of said curve through a central angle of 21°25'31" an arc length of 69.18 feet to the beginning of a reverse curve concave Northwesterly having a radius of 76.00 feet to which a radial line bears South 54°29'15" East; thence southwesterly along the arc of said curve through a central angle of 46°27'51" an arc length of 61.63 feet; thence tangent from said curve South 81°58'36" West 39.49 feet to a point on the northeasterly line of said Parcel "A"; thence southeasterly along said northeasterly line South 70°55'12" East 34.60 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING 3,089.4 square feet or 0.071 acre, more or less.

ATTACHED HERETO IS DRAWING NO. 40468-B LABELED EXHIBIT 'B' AND BY THIS REFERENCE MADE A PART HEREOF.

This description was prepared by me or under my direction.

[SEE PAGE 2]



MARK D. MACFARLANE
PLS 8960
MBI JN 157879 MBI-11
MAY 14, 2018
PTS 585291
I.O. B-15141.02.01
CITY DWG NO. 40468-B



EXHIBIT 'B'

ASSESSORS PARCEL NO. (APN) : 345-172-08 (PAR. 1 PM 14012)
 OWNER: WESTWOOD APARTMENTS SD LLC

REFERENCES: PM 14012, MAP 10462, ROS 21536, ROS 14482,
 CITY DWG 11898-5,6 D

BASIS OF BEARINGS:
 THE BASIS OF BEARINGS OF THIS FLAT IS THE SOUTH LINE OF PARCEL
 1 OF PARCEL MAP 14012 I.E. N 64°05'14" E.




PLOTTABLE EASEMENTS NOTES FOR APN 345-172-08 ONLY:

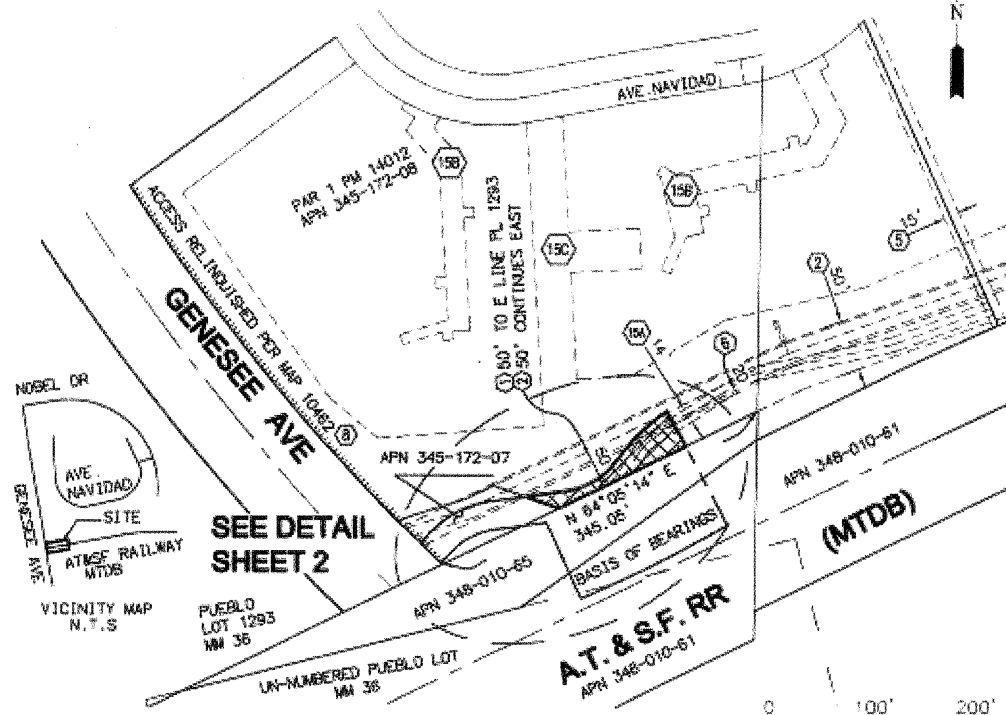
EASEMENT NOTES PER STEWART TITLE 01180-277249

#	DESCRIPTION	DOC #
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2	50' EDGE EASEMENT	1988-214753
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6	20' EDGE EASEMENT	1980-359878
8	NO ACCESS TO GENESEE	MAP 10462
15	EASEMENTS PER	PM 14012

A-PEDESTR. & NON-VEHIC. B-WATER FACIL. C-OPEN SPACE
 ALL OTHER ITEMS ARE NOT PLOTTABLE

LEGEND

-  TEMPORARY CONSTRUCTION AREA ACQUIRED (TCA) WITHIN APN 345-172-08 3089.4 SF (0.071 AC) SEE SHEET 2 FOR DETAILS
- TPOB  TRUE POINT OF BEGINNING EXISTING EASEMENT LABEL (APN 08) SEE EASEMENT NOTES (LEFT)
- PAR  PARCEL RECORD DATA PM 14012



SEE LEGAL DESCRIPTION EXHIBIT A

Michael Baker

157879-MB-11 EXH
 B.DWG

INTERNATIONAL
 9755 CLAIREMONT MESA BLVD
 SAN DIEGO, CALIFORNIA 92124-1324
 PHONE: 658.814.5000

5.14.2018

MARK D. MADFARLANE PLS 8960

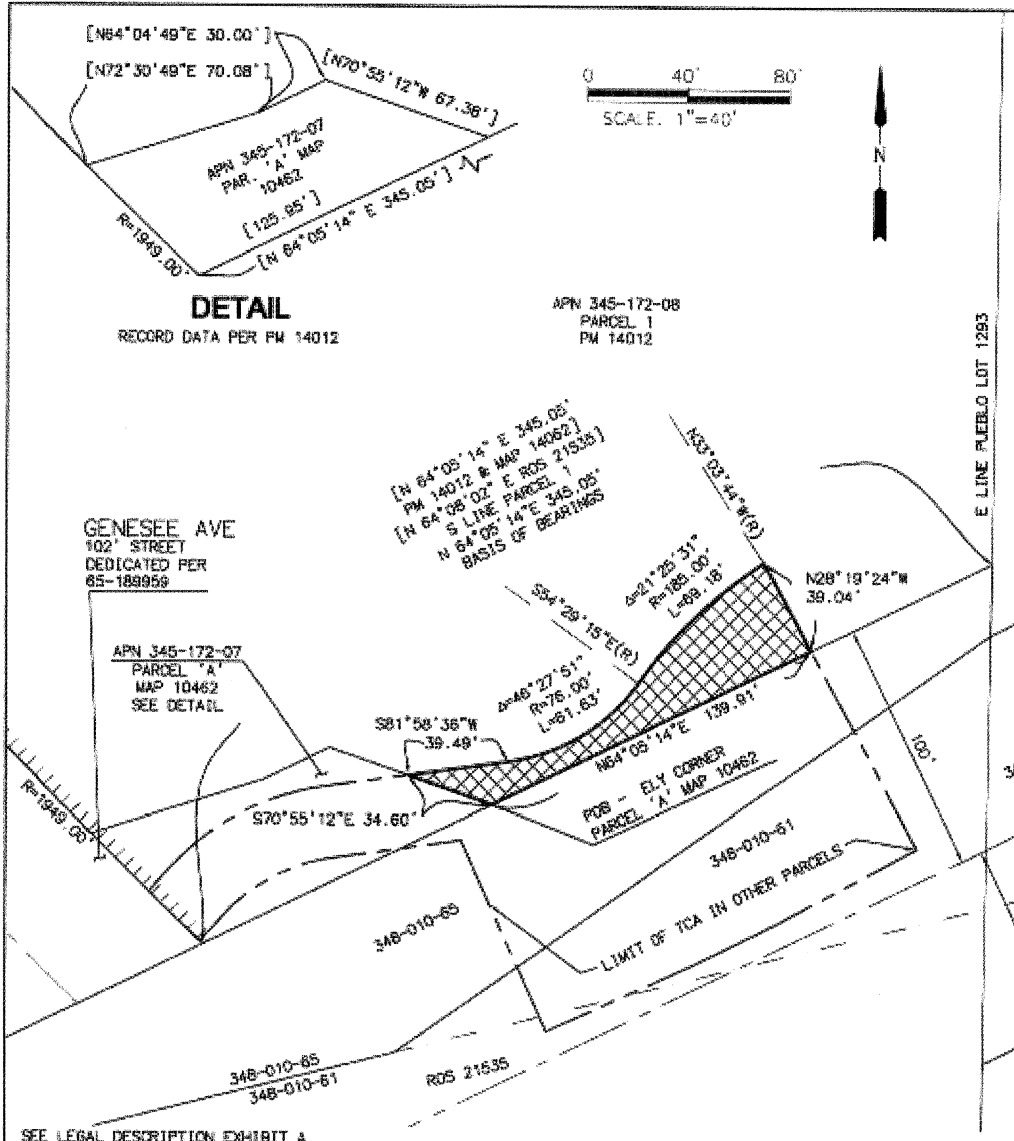


DOCUMENT NO. _____
 RECORDED _____

TEMPORARY CONSTRUCTION AREA WITHIN PARCEL 1 PM 14012

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA SHEET 1 OF 2 SHEET(S)	PTS 585291 I.O. B-15141.02.01
B. 9.17 MB 15, 8, 11, 14 SUB	MBI					1894-6285
B. 25.17 HATCH BY APN	MBI					CCS 83 COORDINATES
10.17.17 RCA & REV	MBI					254-1705
2ND SUB 1.17.18	MBI					NAD27 COORDINATES
FINAL MYLAR 5.14.2018	MBI					40468-1-B
STATUS						

EXHIBIT 'B'



SEE LEGAL DESCRIPTION EXHIBIT A

Michael Baker 157879-MB-11 EXH
B.DWG

INTERNATIONAL
9755 CLAIREMONT MESA BLVD
SAN DIEGO, CALIFORNIA 92124-1324
PHONE: 858.614.5000

DOCUMENT NO. _____
RECORDED _____

TEMPORARY CONSTRUCTION AREA WITHIN
PARCEL 1 PM 14012

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	PTS
8.9.17 MB15, 8, 11, 14 SUB	MEI				SHEET 2 OF 2 SHEET(S)	585291
9.25.17 HATCH BY APN	MEI					1.0, 9-15141.02.01
10.17.17 RCA & REV	MEI					1894-6265
2ND SUB 1.17.18	MEI				FOR CITY LAND SURVEYOR	OCS 83 COORDINATES
FINAL MYLAR 5.14.2018	MEI				DATE 7/2/18	254-1705
STATUS						NAD27 COORDINATES
						40468-2-B