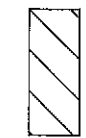


EXHIBIT 'B'

LEGEND



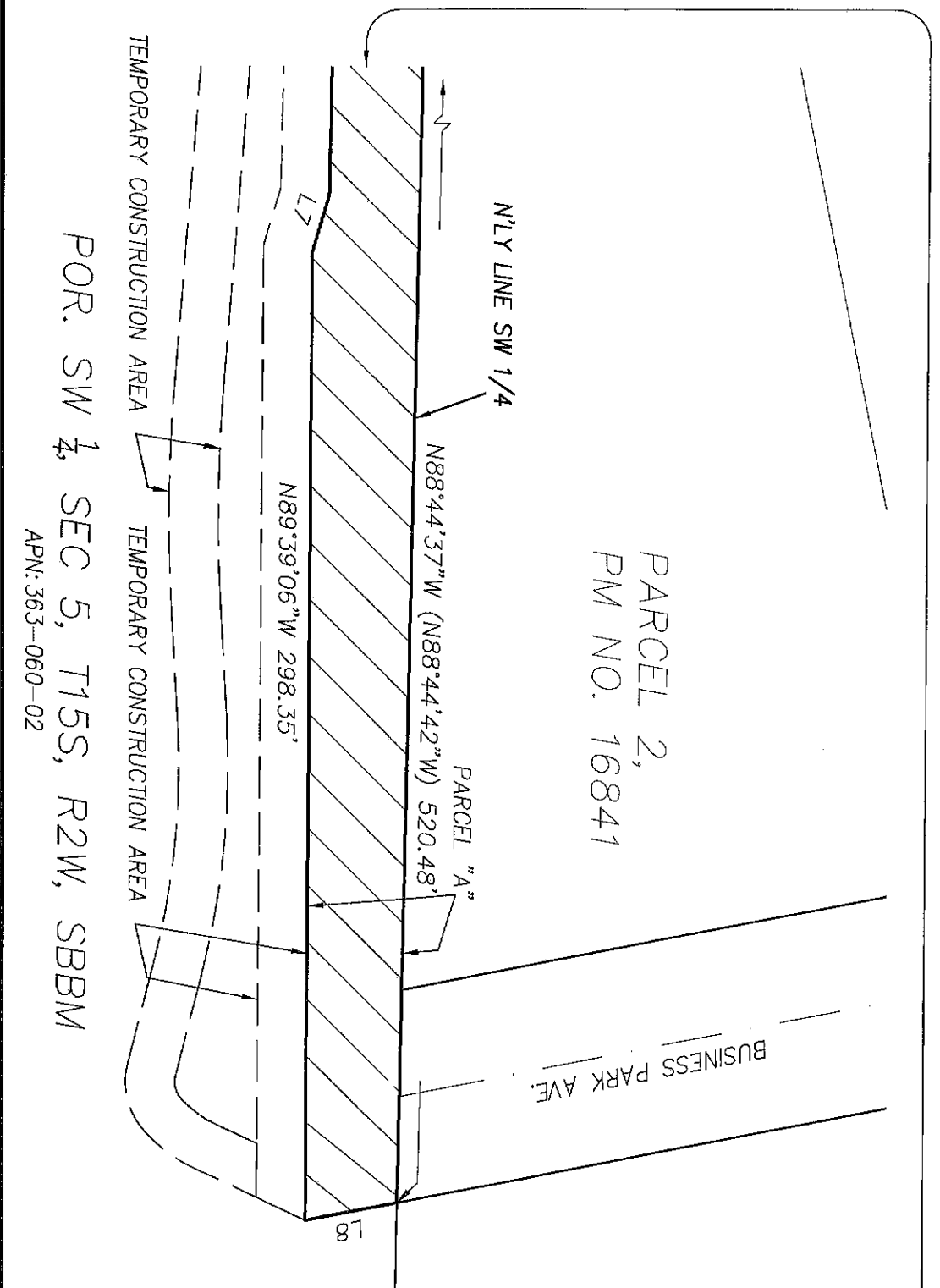
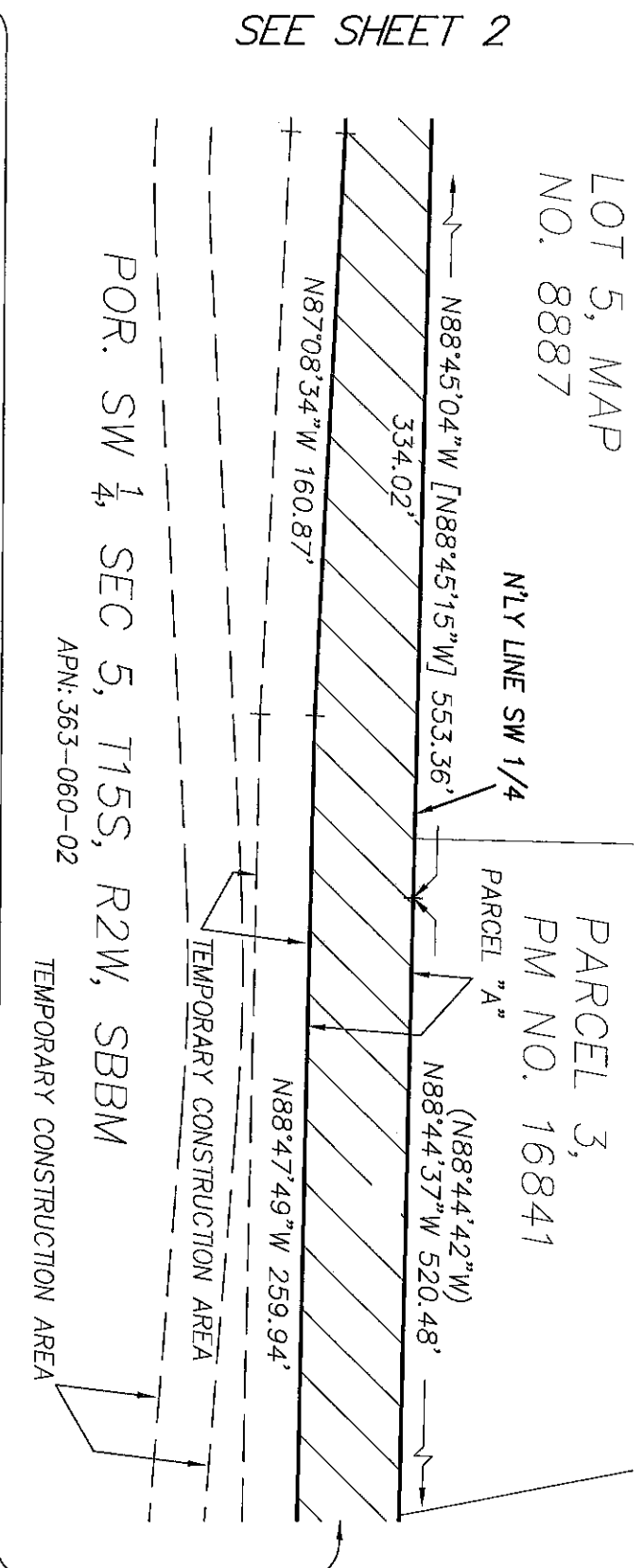
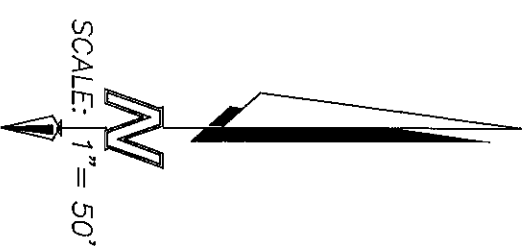
INDICATES PARCEL 'A', WATER EASEMENT
ACQUIRED 0.675 ACRE

[] INDICATES RECORD DATA PER MAP NO. 8887

() INDICATES RECORD DATA PER MAP NO. 8887
AND PM NO. 16841

LINE DATA

NO.	BEARING	DISTANCE
L7	N73°35'04"W	18.31'
L8	N11°05'12"W	28.52'



WATER EASEMENT:

IN PORTION SW 1/4, SEC. 5, T. 15 S, R. 2 W., S.B.B. & M.

DESCRIPTION	BY	APPROVED DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	SHEET 3 OF 3 SHEET	I. O. N/A
ORIGINAL	LMCO					P.T.S. 576655
				<i>Valera</i>	<i>1/6/11</i>	1906-6291
				FOR CITY ENGINEER	DATE	CCS 83 COORDINATES
						266-1731
						LAMBERT COORDINATES
						40494-3-B

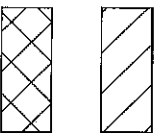
COMPLETE

STATUS

EXHIBIT 'B'

LEGEND

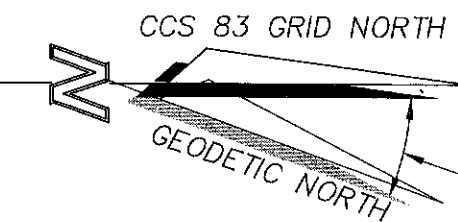
- P.O.B. INDICATES POINT OF BEGINNING
- T.P.O.B. INDICATES TRUE POINT OF BEGINNING
- [] INDICATES RECORD DATA PER MAP NO. 8887
- () INDICATES RECORD DATA PER MAP NO. 8887 AND PM NO. 16841



INDICATES PARCEL 'B', TEMPORARY CONSTRUCTION AREA 0.680 ACRE

INDICATES AREA NOT TO BE USED

-0°29.07.7"
@ STA. 131



APN: 363-060-02

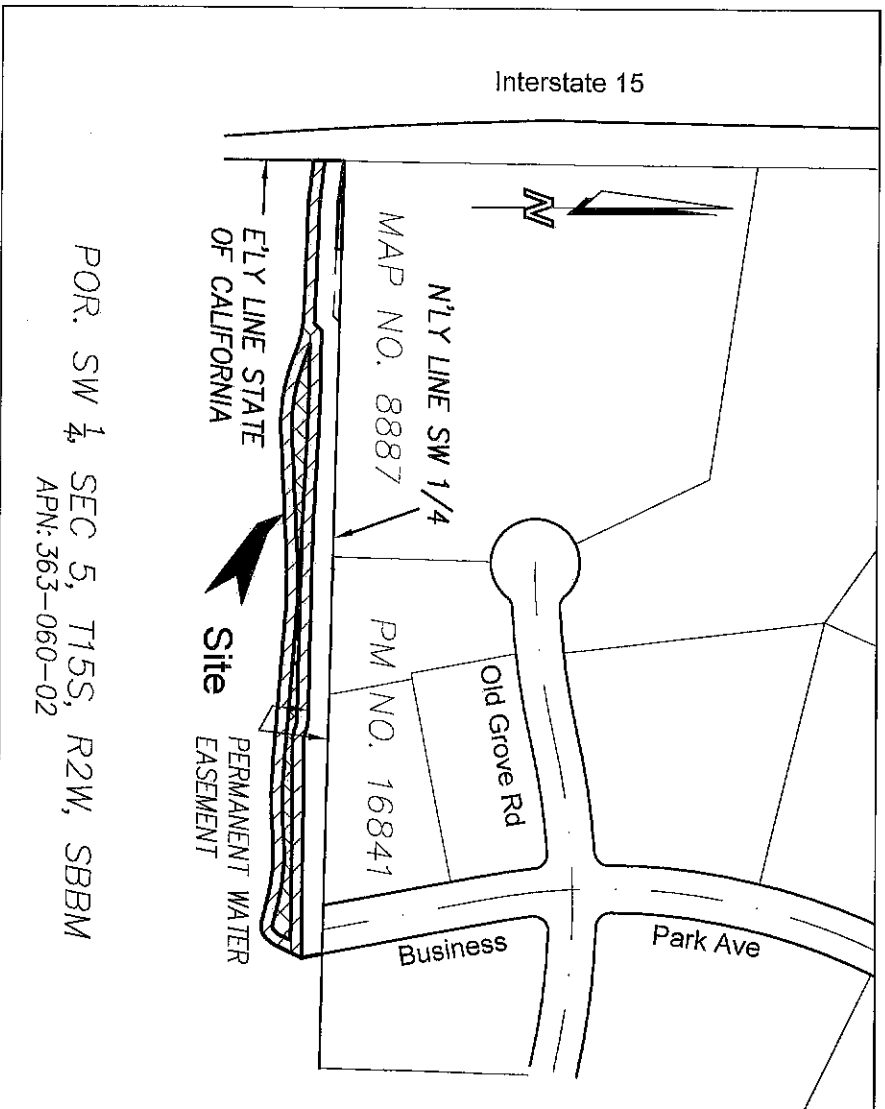
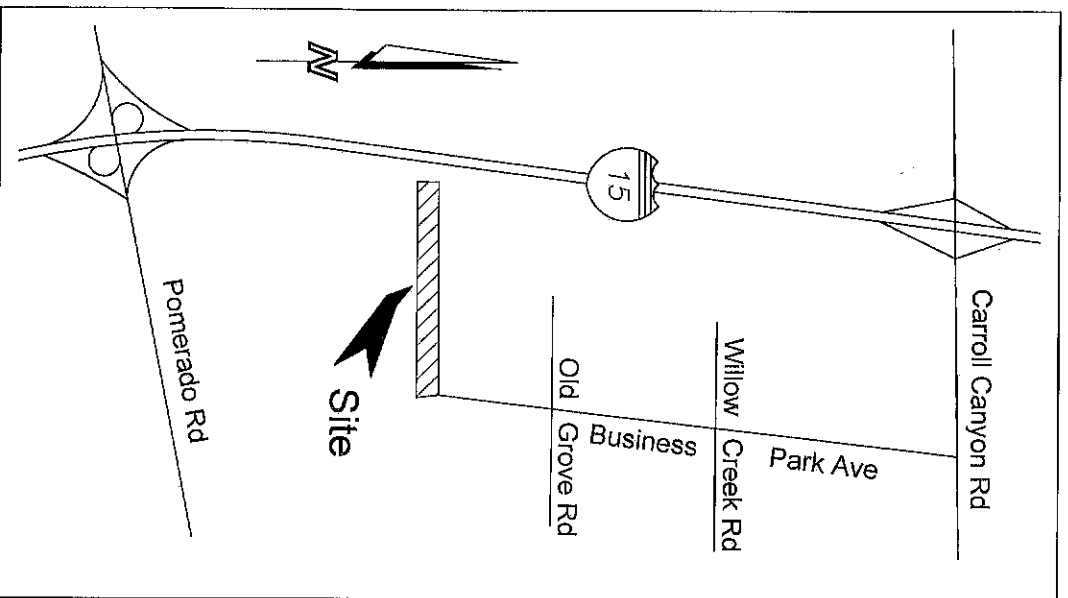
OWNER:
ANTONIA MICHELE MACFARLANE, as Trustee of the
Antonia Michele MacFarlane Revocable Trust dated
October 17, 2013.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE GRID BEARING BETWEEN STATION 131 AND STATION 127 AS SHOWN ON RECORD OF SURVEY 14492, I.E. N 51°23'20" E. SAID BEARING IS BASED ON THE CALIFORNIA COORDINATE SYSTEM CCS 83 (EPOCH 1991.35), ZONE 6.

THE COMBINED SCALE FACTOR AT STATION 131 IS 0.9999607. GRID DISTANCE = GROUND DISTANCE X COMBINED SCALE FACTOR.

ELEVATION AT STATION 131 IS 455.81' (NGVD29).



Vicinity Maps
n.t.s.

LANDMARK CONSULTING
9555 GENESEE AVENUE, SUITE 200
SAN DIEGO, CA 92121
(858) 587-8070

Mark A. Brennick

06/28/2018
MARK A. BRENNICK, L.S. 7226 DATE



TEMPORARY CONSTRUCTION AREA:
IN PORTION SW 1/4, SEC. 5, T. 15 S, R. 2 W., S.B.B. & M.

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	SHEET 1 OF 5 SHEETS	I.O. N/A
ORIGINAL	LMCO						P.T.S. 576655
							1906-6291
							CCS 83 COORDINATES
							266-1731
							LAMBERT COORDINATES
							40494-4-B

FOR CITY ENGINEER: *Mark A. Brennick* DATE: *06/28/2018*

STATUS: COMPLETE

EXHIBIT 'B'

LEGEND

- P.O.B. INDICATES POINT OF BEGINNING
- T.P.O.B. INDICATES TRUE POINT OF BEGINNING
- [] INDICATES RECORD DATA PER MAP NO. 8887
- () INDICATES RECORD DATA PER MAP NO. 8887 AND PM NO. 16841
- (R) INDICATES RADIAL DATA
- [/] INDICATES PARCEL 'B', TEMPORARY CONSTRUCTION AREA 0.680 ACRE
- [X] INDICATES AREA NOT TO BE USED

LINE DATA

NO.	BEARING	DISTANCE
L4	N46°18'01"E	12.06'
L5	N46°18'01"E	14.24'
L6	N87°53'10"W	17.57'
L7	N88°51'12"W	10.90'
L8	N70°02'16"W	18.30'
L18	N46°18'01"E	14.09'

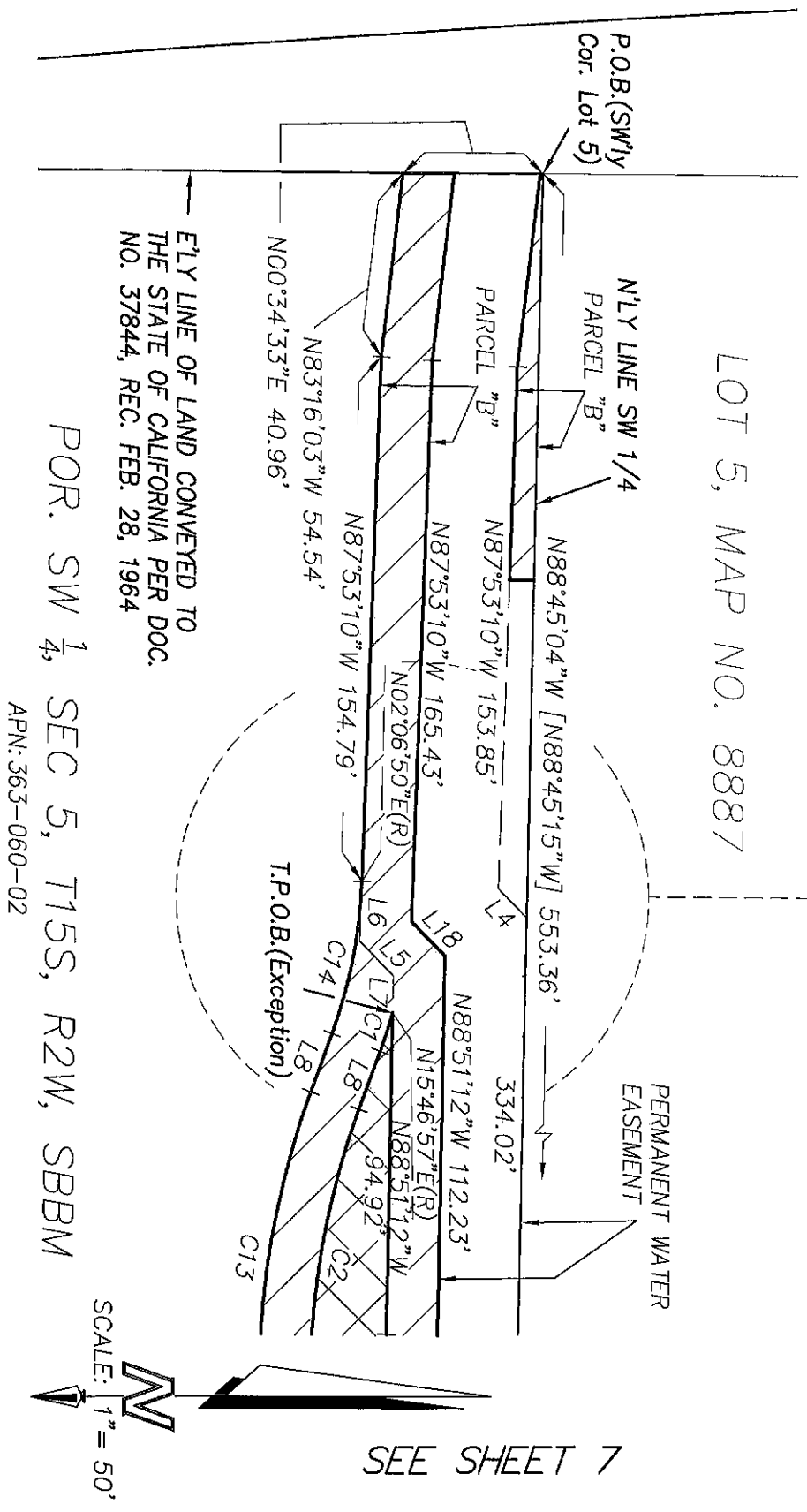
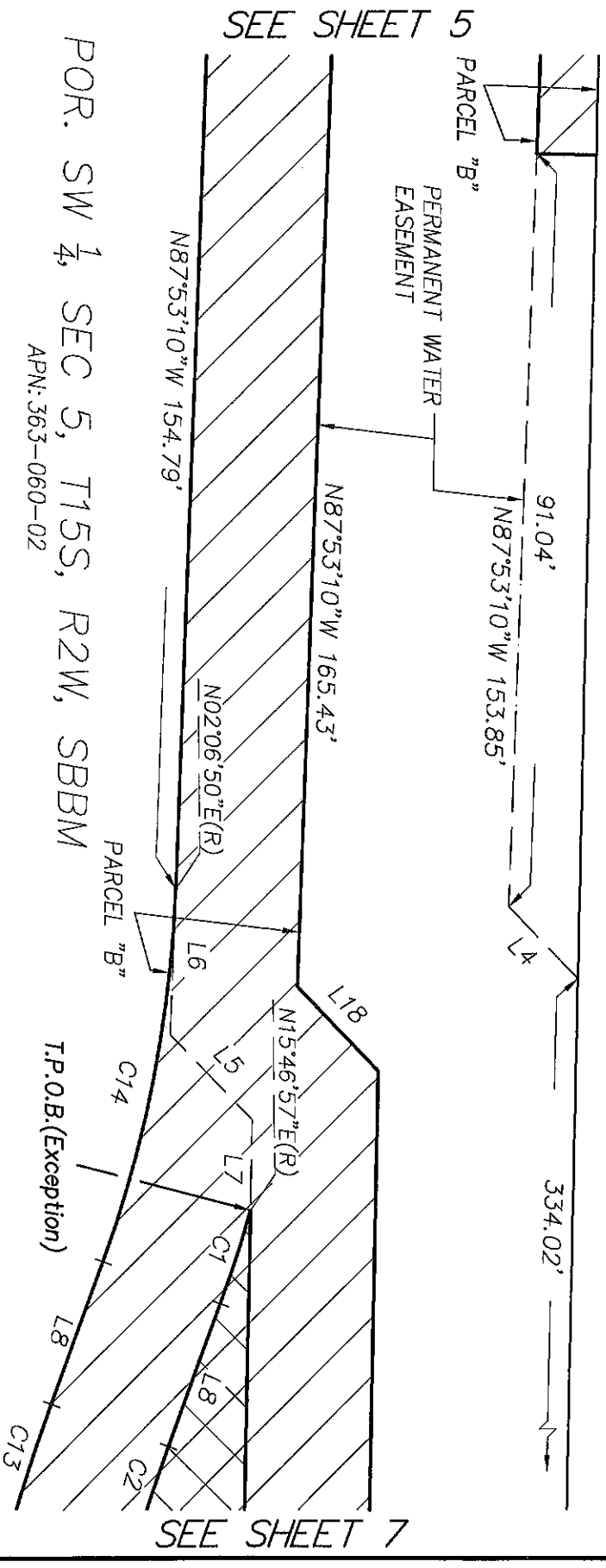
CURVE DATA

NO.	RADIUS	DELTA	ARC
C1	162.50'	04°10'47"	11.85'
C2	237.50'	22°46'38"	94.42'
C13	252.50'	22°46'38"	100.38'
C14	147.50'	17°50'54"	45.95'

SCALE: 1" = 20'



LOT 5, MAP NO. 8887



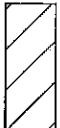

TEMPORARY CONSTRUCTION AREA:
IN PORTION SW 1/4, SEC. 5, T. 15 S, R. 2 W., S.B.B.& M.

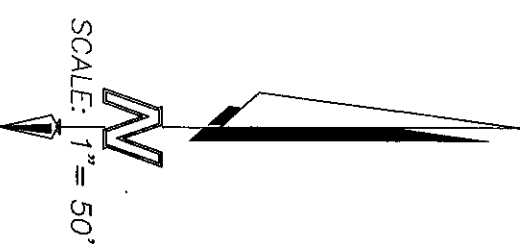
DESCRIPTION	BY	APPROVED DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	I.O.	N/A
ORIGINAL	LMCO			SHEET 3 OF 5 SHEETS	P.T.S.	576655
				FOR CITY ENGINEER	DATE	
					CCS 83 COORDINATES	1906-6291
					LAMBERT COORDINATES	266-1731
						40494-6-B

COMPUTER

STATUS

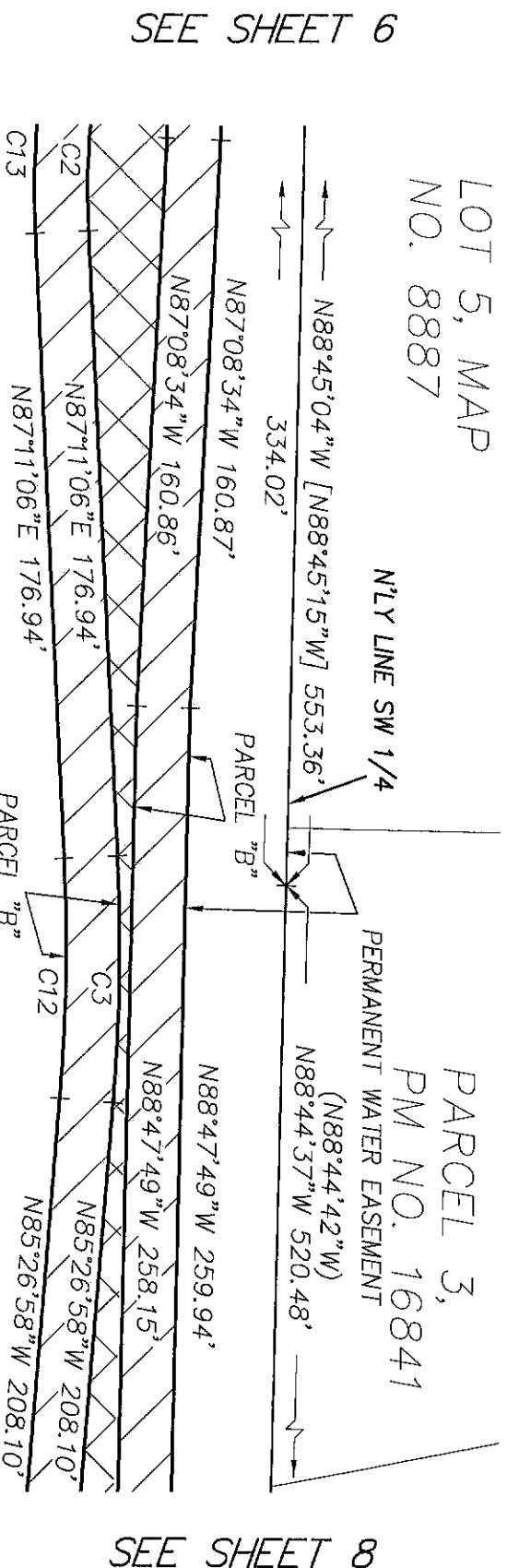
LEGEND

- P.O.B. INDICATES POINT OF BEGINNING
- T.P.O.B. INDICATES TRUE POINT OF BEGINNING
- [] INDICATES RECORD DATA PER MAP NO. 8887
- () INDICATES RECORD DATA PER MAP NO. 8887 AND PM NO. 16841
-  INDICATES PARCEL 'B', TEMPORARY CONSTRUCTION AREA 0.680 ACRE
-  INDICATES AREA NOT TO BE USED



CURVE DATA

NO.	RADIUS	DELTA	ARC
C2	237.50'	22°46'38"	94.42'
C3	542.50'	07°21'56"	69.74'
C12	527.50'	07°21'56"	67.81'
C13	252.50'	22°46'38"	100.38'



LOT 5, MAP NO. 8887

PARCEL 3, PM NO. 16841

PERMANENT WATER EASEMENT

PARCEL "B"

PARCEL "B"

PARCEL "B"

POR. SW 1/4, SEC 5, T15S, R2W, SBBM

APN: 363-060-02

TEMPORARY CONSTRUCTION AREA:
IN PORTION SW 1/4, SEC. 5, T. 15 S, R. 2 W., S.B.B. & M.

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	I.O.	N/A
ORIGINAL	LMCO				SHEET 4 OF 5 SHEETS	P.T.S.	576655
					FOR CITY ENGINEER	DATE	1906-6291
							CCS 83 COORDINATES
							266-1731
							LAMBERT COORDINATES
							40494-7-B

COMPLETE

STATUS

DOC# 2019-0240461



Jun 19, 2019 02:31 PM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$0.00 (SB2 Atkins: \$0.00)

PCOR: YES

PAGES: 9

RECORDING REQUESTED BY:

Stewart Title Guaranty Company
19000480460

AND WHEN RECORDED
MAIL TO:

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

THIS SPACE FOR RECORDER'S USE

EASEMENT DEED

(Please fill in document title(s) on this line)

- 1 Exempt from fee per GC27388.1 due to being recorded in connection with concurrent transfer that is subject to the imposition of documentary transfer tax, or,
- 2 Exempt from fee per GC27388.1 due to being recorded in connection with a transfer that was subject to documentary transfer tax which was paid on document recorded previously on _____ (date*) as document number _____ of Official Records, or,
- 3 Exempt from fee per GC27388.1 due to the maximum fees being paid on documents in this transaction, or,
- 4 Exempt from fee per GC27388.1 due to the maximum fees having been paid on documents in the transaction(s) recorded previously on _____ (date*) as document number(s) _____ of Official Records, or,
- 5 Exempt from fee per GC27388.1, document transfers real property that is a residential dwelling to an owner-occupier, or, document is recorded in connection with concurrent transfer that is a residential dwelling to an owner-occupier, or,
- 6 Exempt from fee per GC27388.1 due to it being recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier. The recorded document transferring the dwelling to the owner-occupier was recorded on _____ (date*) as document number(s) _____
- 7 Exempt from fee per GC27388.1 due to being executed or recorded by the federal government in accordance with the Uniform Federal Lien Registration Act, by the state, or any county, municipality or other political subdivision of the state, or,
- 8 Exempt from the fee per GC 27388.1 (a) (1); Not related to real property, or,
- 9 Exempt from fee under GC27388.1 for the following reasons:
Grantee is a Governmental Agency (City of San Diego)

THIS PAGE ADDED TO PROVIDE SENATE BILL 2 EXEMPTION INFORMATION
(Additional recording fee applies)

Recording Requested by:
City Real Estate Assets Dept.
After recording mail to:

**Real Estate Assets Dept.
City of San Diego
1200 Third Ave, Suite 1700
San Diego, CA 92101**

363	060	02	PTN
-----	-----	----	-----

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT DEED

**NO DOCUMENTARY TAX DUE – R & T 11922 (amended)
Presented for record by the CITY OF SAN DIEGO**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

ANTONIA MICHELE MACFARLANE, a Trustee of the Antonia Michele Macfarlane Revocable Trust dated October 17, 2013 (Grantor),

HEREBY GRANTS to the City of San Diego, a California municipal corporation, in the County of San Diego, State of California (Grantee), a permanent easement and right-of-way to construct, reconstruct, maintain, operate, and repair **underground waterlines**, including all incidents and appurtenances thereto, together with the right of ingress and egress, in, over, under, upon, along and across all that real property situated in the City of San Diego, County of San Diego, State of California (Easement Area), described and depicted in the following:

Exhibit A attached hereto and incorporated herein and Exhibit B attached hereto and incorporated herein.

Grantor, its heirs and assigns, reserves the right to the continued use of the Easement Area for purposes not inconsistent with the rights herein granted to Grantee as long as that use does not interfere with Grantee's use of the easement, and subject to the following conditions: The erecting of buildings, masonry walls, fences and other structures; the planting or growing of trees; the changing of the surface grade; and the installation of private pipelines shall be prohibited except by written permission of the Grantee.

This easement and its covenants, conditions, and restrictions shall run with the land and be binding upon and inure to the benefit of the successors, heirs, executors, administrators, permittees, licensees, agents and assigns of Grantor and Grantee.

This is to certify that the interest in the real property conveyed by this instrument to the City of San Diego, a municipal corporation, is hereby accepted the undersigned officer on behalf of the City of San Diego pursuant to authority conferred by Resolution No. 250320, adopted by the Council of the City of San Diego on October 1, 1979, and the grantee consents to recordation thereof by its duly authorized officer.

**ANTONIA MICHELE MACFARLANE, a Trustee of
the Antonia Michele Macfarlane Revocable Trust
dated October 17, 2013**

By: *Antonia Michele Macfarlane*
Antonia Michele Macfarlane, Trustee

Dated 6/13/19 By *[Signature]*
Cybele L. Thompson, Director
Real Estate Assets Department

Approved as to form this 14 day of June, 2019.

MARA W. ELLIOT, City Attorney

By: *[Signature]*
Deputy City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF San Diego

On 06/13/2019, before me Kaiken Ella Huffman, Notary Public,
(name, title of officer)

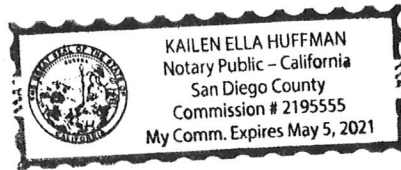
personally appeared Antonia Michele Macfarlane,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Kaiken Ella Huffman
(Signature of Notary Public)



(Notary Seal)

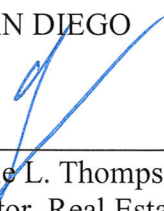
CERTIFICATE OF ACCEPTANCE

Re: Assessor's Parcel Number: 363-060-02

This is to certify that the interest in real property conveyed by the foregoing deed or grant from Antonia Michele Macfarlane, as Trustee of the Antonia Michele Macfarlane Revocable Trust dated October 17, 2013, to the City of San Diego, a municipal corporation, dated May 23, 2019, is hereby accepted pursuant to authority conferred by Resolution No. 250320, adopted by the Council of the City of San Diego on October 1, 1979, and the grantee consents to recordation thereof by its duly authorized officer.

Executed on this 18 day of JUNE, 2019.

CITY OF SAN DIEGO



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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA)
) §
COUNTY OF San Diego)

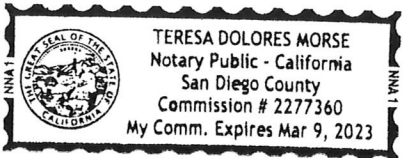
On June 18, 2019 before me, Teresa Dolores Morse, Notary Public,
Date *Insert Name and Title of Officer Here*

personally appeared Cybele L. Thompson
Name of Signer

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Teresa Dolores Morse

EXHIBIT "A"

Water Easement

APN: 363-060-02

Being a portion of the Southwest quarter of Section 5, Township 15 South, Range 2 West, San Bernardino Base and Meridian, in the City of San Diego, County of San Diego, State of California, according to official plat thereof described as follows:

Parcel 'A'

Beginning at the intersection of the Northerly line of the Southwest Quarter of said Section 5, with the Easterly line of land conveyed as Parcel 2 to the State of California in deed recorded February 28, 1964, as File Page 37844 of Official Records of the County of San Diego, said intersection also being the Southwesterly corner of Lot 5 of Scripps Ranch Business Park Unit Two in the City of San Diego, County of San Diego, State of California, according to the Map thereof No. 8887, filed in the Office of the County Recorder of San Diego County, June 13, 1978; thence along said Easterly line, South 00°34'33" West 0.72 feet to the **True Point of Beginning**; thence leaving said Easterly line, South 83°16'03" East 57.24 feet; thence South 87°53'10" East 153.85 feet; thence North 46°18'01" East 12.06 feet to the Northerly line of said Southwest quarter of Section 5; thence along said Northerly line the following two (2) courses: South 88°45'04" East 334.02 feet; thence South 88°44'37" East 520.48 feet; thence leaving said Northerly line, South 11°05'12" East 28.52 feet; thence North 89°39'06" West 298.35 feet; thence North 73°35'04" West 18.31 feet; thence North 88°47'49" West 259.94 feet; thence North 87°08'34" West 160.87 feet; thence North 88°51'12" West 112.23 feet; thence South 46°18'01" West 14.09 feet; thence North 87°53'10" West 165.43 feet; thence North 83°16'03" West 55.54 feet to Easterly line of said land conveyed to the State of California; thence along said Easterly line, North 00°34'33" East 25.15 feet to the True Point of Beginning.

The hereinabove described area contains 0.675 acre more or less.

Exhibit 'B' (City of San Diego Drawing No. 40494-B) attached and by this reference is made a part hereto.




MARK A. BRENCICK, L.S. 7226
LANDMARK CONSULTING



PTS No. 576655

EXHIBIT 'B'

LEGEND

- T.P.O.B. INDICATES TRUE POINT OF BEGINNING
- P.O.B. INDICATES POINT OF BEGINNING
-  INDICATES PARCEL 'A', WATER EASEMENT ACQUIRED 0.675 ACRE
- [] INDICATES RECORD DATA PER MAP NO. 8887
- () INDICATES RECORD DATA PER MAP NO. 8887 AND PM NO. 16841

APN: 363-060-02

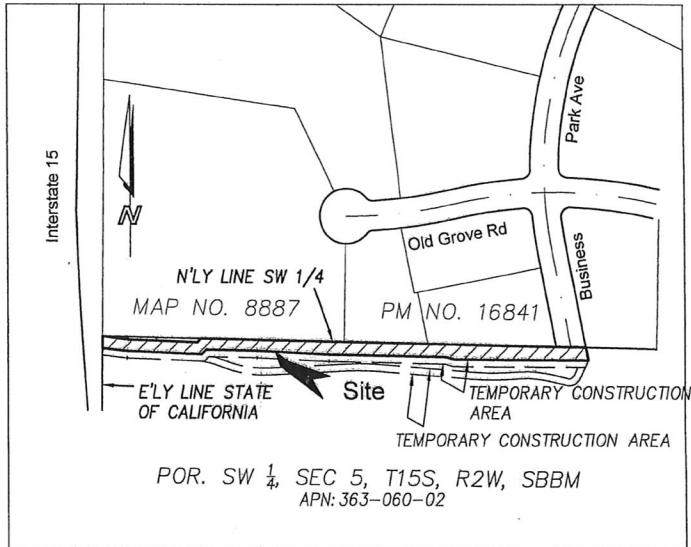
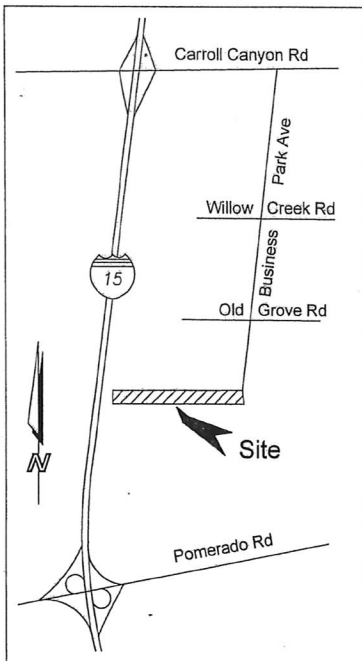
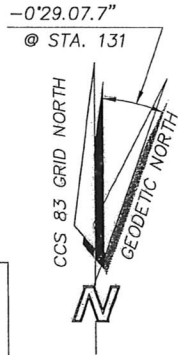
OWNER:
ANTONIA MICHELE MACFARLANE, as Trustee of the
Antonia Michele MacFarlane Revocable Trust dated
October 17, 2013.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE GRID BEARING BETWEEN STATION 131 AND STATION 127 AS SHOWN ON RECORD OF SURVEY 14492, I.E. N 51°23'20" E. SAID BEARING IS BASED ON THE CALIFORNIA COORDINATE SYSTEM CCS 83 (EPOCH 1991.35), ZONE 6.


THE COMBINED SCALE FACTOR AT STATION 131 IS 0.9999607. GRID DISTANCE = GROUND DISTANCE X COMBINED SCALE FACTOR.

ELEVATION AT STATION 131 IS 455.81' (NGVD29).



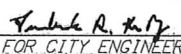
Vicinity Maps
n.t.s.

LANDMARK CONSULTING
9555 GENESEE AVENUE, SUITE 200
SAN DIEGO, CA 92121
(858) 587-8070


MARK A. BRENCICK, L.S. 7226 DATE 06/28/2018




WATER EASEMENT:
IN PORTION SW 1/4, SEC. 5, T. 15 S, R. 2 W., S.B.B. & M.

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	I.O.
ORIGINAL	LMCO				SHEET 1 OF 3 SHEET	N/A
					 FOR CITY ENGINEER	P.T.S. 576655
					7/6/18 DATE	1906-6291
						CCS 83 COORDINATES
						266-1731
						LAMBERT COORDINATES
						40494-1-B

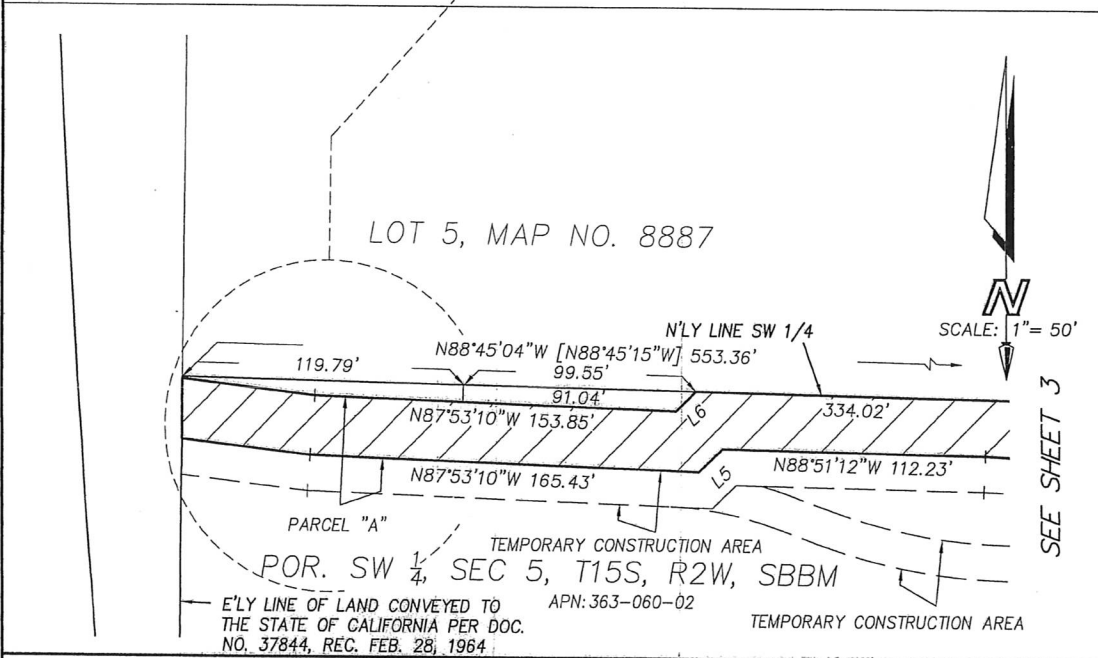
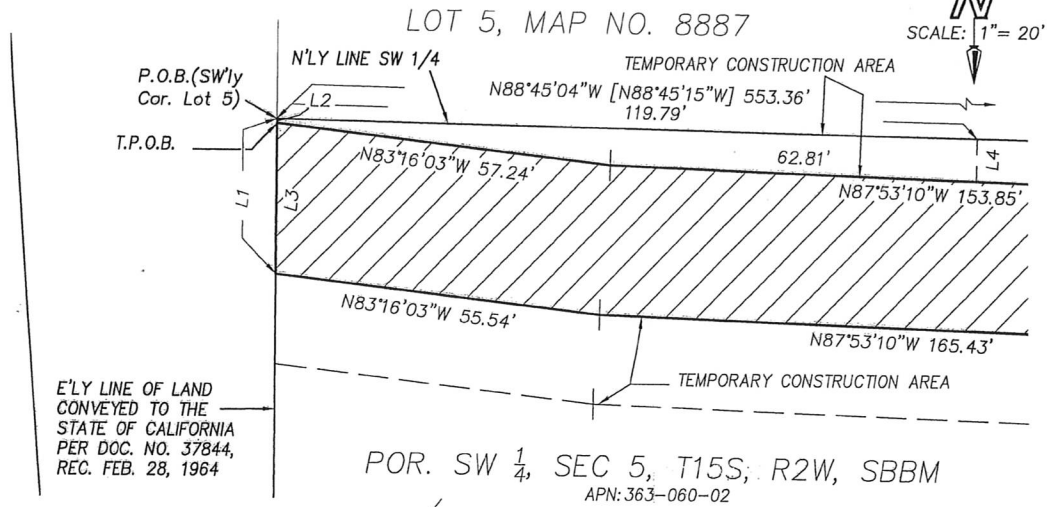
STATUS

EXHIBIT 'B'

LEGEND

- T.P.O.B. INDICATES TRUE POINT OF BEGINNING
- P.O.B. INDICATES POINT OF BEGINNING
-  INDICATES PARCEL 'A', WATER EASEMENT ACQUIRED 0.675 ACRE
- [] INDICATES RECORD DATA PER MAP NO. 8887
- () INDICATES RECORD DATA PER MAP NO. 8887 AND PM NO. 16841

LINE DATA		
NO.	BEARING	DISTANCE
L1	N00°34'33"E	25.87'
L2	N00°34'33"E	0.72'
L3	N00°34'33"E	25.15'
L4	N01°15'11"E	7.14'
L5	N46°18'01"E	14.09'
L6	N46°18'01"E	12.06'




WATER EASEMENT:
IN PORTION SW 1/4, SEC. 5, T. 15 S, R. 2 W., S.B.B. & M.

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	I.O.
ORIGINAL	LMCO				SHEET 2 OF 3 SHEET	N/A
					<i>Franklin A. de Poy</i>	576655
					FOR CITY ENGINEER	1906-6291
					DATE	CCS 83 COORDINATES
						266-1731
						LAMBERT COORDINATES
						40494-2-B

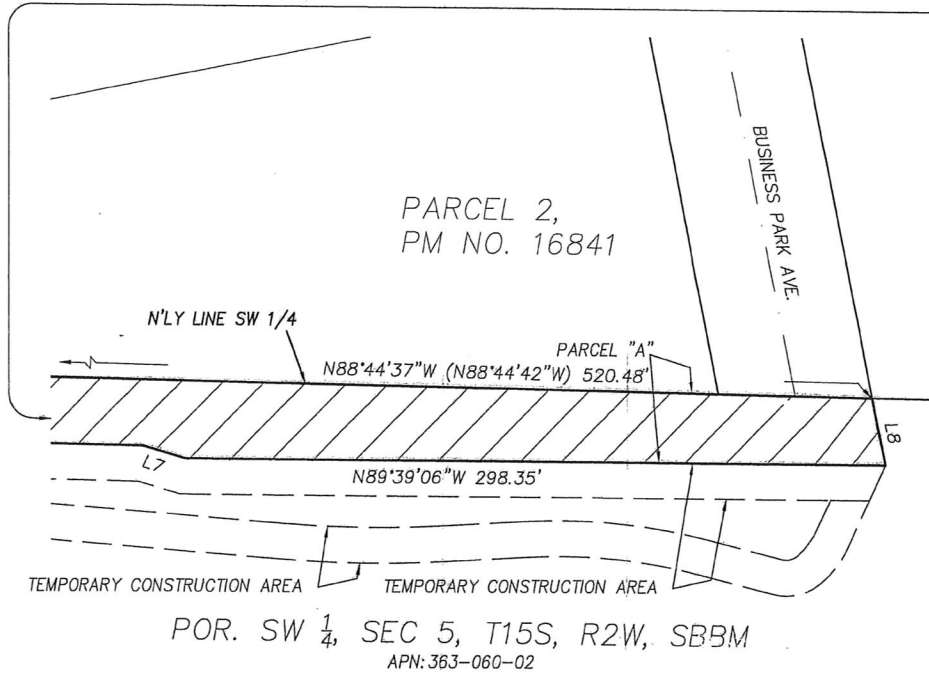
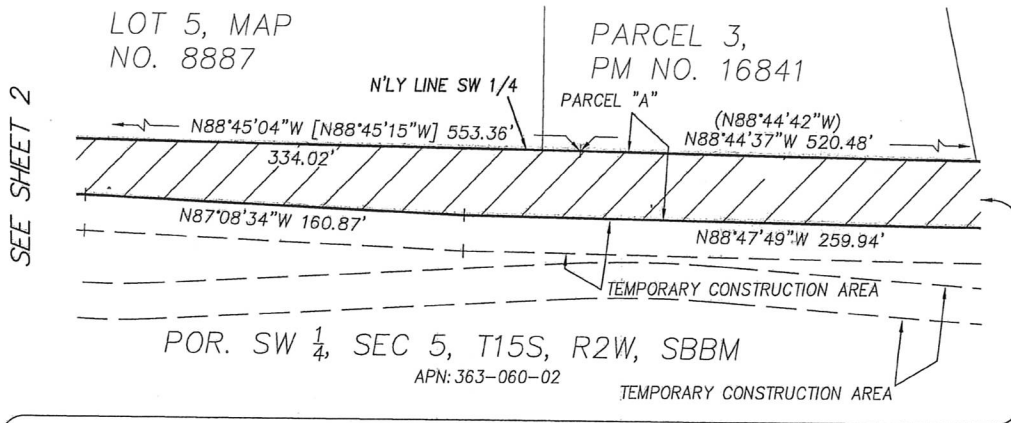
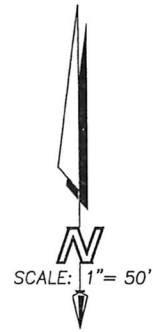
STATUS

EXHIBIT 'B'

LEGEND

-  INDICATES PARCEL 'A', WATER EASEMENT ACQUIRED 0.675 ACRE
- [] INDICATES RECORD DATA PER MAP NO. 8887
- () INDICATES RECORD DATA PER MAP NO. 8887 AND PM NO. 16841

LINE DATA		
NO.	BEARING	DISTANCE
L7	N73°35'04"W	18.31'
L8	N11°05'12"W	28.52'



WATER EASEMENT:
IN PORTION SW 1/4, SEC.5, T.15 S, R. 2 W., S.B.B.& M.

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	
ORIGINAL	LMCO				SHEET 3 OF 3 SHEET	
					<i>Franklin R. Lopez</i>	1906-6291
					FOR CITY ENGINEER	CCS 83 COORDINATES
					2/6/18	DATE
						266-1731
						LAMBERT COORDINATES
						40494-3-B
STATUS						

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A Preliminary Change of Ownership Report must be filed with each conveyance in the County Recorder's office for the county where the property is located.

FOR ASSESSOR'S USE ONLY

ASSESSOR'S PARCEL NUMBER
363-060-02-00, 363-060-05-00, and 363-071-01-00
SELLER/TRANSFEROR
Antonia Michele Macfarlane, as Trustee of the Antonia Michele Macfarlane Revocable Trust dated October 17, 2013
BUYER'S DAYTIME TELEPHONE NUMBER
(619) 236-6020
BUYER'S EMAIL ADDRESS
THOMPSONC@SANDIEGO.GOV

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY
10168 Caminito Nuez, San Diego, CA 92131

Form with checkboxes for principal residence and disabled veteran status, including a date table with columns for MO, DAY, and YEAR.

MAIL PROPERTY TAX INFORMATION TO (NAME)
The City of San Diego, a California municipal corporation

MAIL PROPERTY TAX INFORMATION TO (ADDRESS)
Attn: Cybele Thompson, 12000 Third Avenue, Suite 1700, MS51A
San Diego
CA 92101-4199

PART 1. TRANSFER INFORMATION Please complete all statements.

This section contains possible exclusions from reassessment for certain types of transfers.

- List of 16 transfer scenarios (A-P) with checkboxes for YES/NO and explanatory text for each.

* Please refer to the Instructions for Part 1.
Please provide any other information that will help the Assessor understand the nature of the transfer.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

PART 2. OTHER TRANSFER INFORMATION

Check and complete as applicable.

A. Date of transfer, if other than recording date: _____

B. Type of transfer:

Purchase Foreclosure Gift Trade or exchange Merger, stock, or partnership acquisition (Form BOE-100-B)

Contract of sale. Date of contract: _____ Inheritance. Date of death: _____

Sale/leaseback Creation of a lease Assignment of a lease Termination of a lease. Date lease began: _____

Original term in years (including written options): _____ Remaining term in years (including written options): _____

Other. Please explain: Easement for the City of San Diego

C. Only a partial interest in the property was transferred. YES NO If YES, indicate the percentage transferred: .034 %

PART 3. PURCHASE PRICE AND TERMS OF SALE

Check and complete as applicable.

A. Total purchase price

\$ 700,000.00

B. Cash down payment or value of trade or exchange excluding closing costs

Amount \$ _____

C. First deed of trust @ _____% interest for _____ years. Monthly payment \$ _____

Amount \$ _____

FHA (____ Discount Points) Cal-Vet VA (____ Discount Points) Fixed rate Variable rate

Bank/Savings & Loan/Credit Union Loan carried by seller

Balloon payment \$ _____ Due date: _____

D. Second deed of trust @ _____% interest for _____ years. Monthly payment \$ _____

Amount \$ _____

Fixed rate Variable rate Bank/Savings & Loan/Credit Union Loan carried by seller

Balloon payment \$ _____ Due date: _____

E. Was an Improvement Bond or other public financing assumed by the buyer? YES NO Outstanding balance \$ _____

F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price \$ _____

G. The property was purchased: Through real estate broker. Broker name: _____ Phone number: (____) _____

Direct from seller From a family member-Relationship _____

Other. Please explain: This is an easement

H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.

PART 4. PROPERTY INFORMATION

Check and complete as applicable.

A. Type of property transferred

Single-family residence

Co-op/Own-your-own

Manufactured home

Multiple-family residence. Number of units: _____

Condominium

Unimproved lot

Other. Description: (i.e., timber, mineral, water rights, etc.)

Timeshare

Commercial/Industrial

Easement

B. YES NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.

If YES, enter the value of the personal/business property: \$ _____ Incentives \$ _____

C. YES NO A manufactured home is included in the purchase price.

If YES, enter the value attributed to the manufactured home: \$ _____

YES NO The manufactured home is subject to local property tax. If NO, enter decal number: _____

D. YES NO The property produces rental or other income.

If YES, the income is from: Lease/rent Contract Mineral rights Other: _____

E. The condition of the property at the time of sale was: Good Average Fair Poor

Please describe: _____

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFeree OR CORPORATE OFFICER

DATE 5/16/19

TELEPHONE (619)236-6145

NAME OF BUYER/TRANSFeree/PERSONAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT)

TITLE DIRECTOR

EMAIL ADDRESS THOMPSONC@SANDIEGO.GOV

[Handwritten Signature]
CYBELE K. THOMPSON

The Assessor's office may contact you for additional information regarding this transaction.

TEMPORARY CONSTRUCTION AREA PERMIT

This TEMPORARY CONSTRUCTION AREA PERMIT ("Permit") is entered into by and between ANTONIA MICHELE MACFARLANE, as Trustee of the Antonia Michele Macfarlane Revocable Trust dated October 17, 2013 ("Property Owner"), and the CITY OF SAN DIEGO, a California municipal corporation ("CITY"), to be effective as of MAY 30, 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 10168 Caminito Nuez, San Diego, California 92131, and which is identified by Assessor's Parcel No. 363-060-02 (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 Pure Water Pipeline, Project #WBS-B16035 (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, 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"). Access to and from these areas shall be along the Access Road highlighted in the attached Exhibit C. City agrees the transportation of dirt from the tunnel shall take place only after 5:00 pm. No time restriction is placed on trucking activities associated with the trench work or any other activities related to the Work or the Project.
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.
3. This Permit shall be effective upon the Effective Date and shall expire on the date of completion of the Work (**estimated to be 31 months, not including rain days**), as determined by the City's Resident Engineer.
4. CITY shall pay Property Owner **\$258,459.00** in consideration for this Permit. If City's use of the TCA exceeds 31 months after the CITY Resident Engineer's issuance of a Notice to Proceed, the CITY will pay Property Owner **\$8,442.00 per month, or the prorated amount for the portion of any month**, after month 31 until CITY no longer requires use of the TCA, as determined by the CITY's Resident Engineer.

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.
6. CITY's Project Manager shall coordinate with Property Owner or its representatives regarding any Work details that affect the Property. The parties understand and agree that no private utilities shall be installed in conjunction with the Project. It is also understood that access to and over the TCA, including ingress and egress to and from **Businesspark Avenue**, will be from the Access Road highlighted in the attached Exhibit C and CITY contractor(s) will manage a traffic plan for circulation on Property. CITY shall use reasonable efforts to minimize all such impacts.
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, subject to the CITY's Planting Plan or Modified Planting Plan. In order to satisfy the CITY's obligations in this paragraph 7, CITY shall provide all grading, soil preparation, and labor to revegetate the area. In addition to the revegetation proposed in the CITY's Planting Plan, the parties have agreed on a plant price list attached as Exhibit D describing available plants, trees, shrubs, and vegetation ("Plants") and respective costs thereof ("Plant Price List"). Property Owner will have the ability to select Plants from the Plant Price List to be used in the revegetation effort. The total cost of the Plants selected by Property Owner may not exceed \$20,000 ("Not-to-Exceed Amount") according to the costs in the Plant Price List. Within nine (9) months of the Effective Date, Property Owner may provide CITY with a modified planting plan ("Modified Planting Plan") consisting of the selected Plants from the Plant Price List and requested location of each Plant, subject to CITY approval. CITY shall have the sole right to review and approve the Modified Planting Plan. CITY may disapprove the Modified Planting Plan, or part thereof, if: (a) the total cost of the Plants selected from the Planting Price List exceeds the Not-to-Exceed Amount; (b) the Modified Planting Plan does not provide sufficient detail; (c) the Property Owner fails to submit the Modified Planting Plan within nine (9) months of the Effective Date; or (d) the Modified Planting Plan is inconsistent with the Project. Upon CITY notifying Property owner of its disapproval of the Modified Planting Plan, Property Owner will have thirty (30) days to submit a revised Modified Planting Plan ("Revised Modified Planting Plan") for CITY review unless Property owner failed to submit the Modified Planting Plan within nine (9) months of the Effective Date. If CITY disapproves of the Revised Modified Planting Plan, then CITY may use the CITY's Planting Plan to restore and revegetate the disturbed property. If CITY approves the Modified Planting Plan, CITY will use good faith reasonable efforts to plant Plants in quantities and locations outlined in the Modified Planting Plan, however Plants shall not be planted within ten (10) feet of underground pipelines or waterlines, or in locations that are inconsistent with the Project, as determined by CITY. If the total cost of Plants selected by Property Owner in the Modified Planting Plan equals an amount less than the Not-to-Exceed Amount, no funds will be paid to Owner. Under no circumstances shall the Not-to-Exceed Amount be increased. Notwithstanding any language to the contrary in this Permit, the CITY shall not be obligated to pay Property Owner for any unused portion of the Not-to-Exceed Amount.

Permit, the CITY shall not be obligated to pay Property Owner for any unused portion of the Not-to-Exceed Amount.

8. Any notice required or permitted to be given by one party to another party shall be addressed to the parties as follows:

CITY: THE CITY OF SAN DIEGO
Attention: Director
Real Estate Assets Department
1200 Third Avenue, Suite 1700, MS51A
San Diego, California 92101-4199

OWNER: ANTONIA MICHELE MACFARLANE
10168 Caminito Nuez
San Diego, California 92131

9. 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.

10. All recitals and attached exhibits are incorporated into this Permit by this reference.

11. 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: 3-26-2019

ANTONIA MICHELE MACFARLANE, as Trustee
of the Antonia Michele Macfarlane Revocable Trust
dated October 17, 2013

BY: Antonia Michele Macfarlane
Name: Antonia Michele Macfarlane
Title: OWNER

Date: 5/29/19

THE CITY OF SAN DIEGO, a California
municipal corporation

BY: [Signature]
Name: CYBELE L. THOMPSON
Title: Director, Real Estate Assets

Approved as to form this 30th day of
May, 2019.

MARA W. ELLIOTT, City Attorney

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