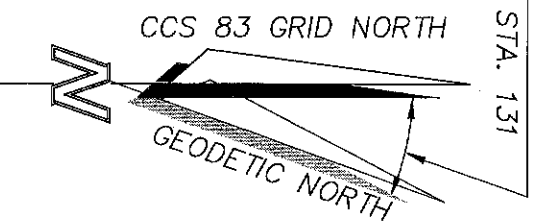


**EXHIBIT 'B'**

**LEGEND**

 INDICATES PARCEL 'A'; WATER EASEMENT  
ACQUIRED 0.085 ACRE

-0°29.07.7"  
@ STA. 131



APN: 319-170-23

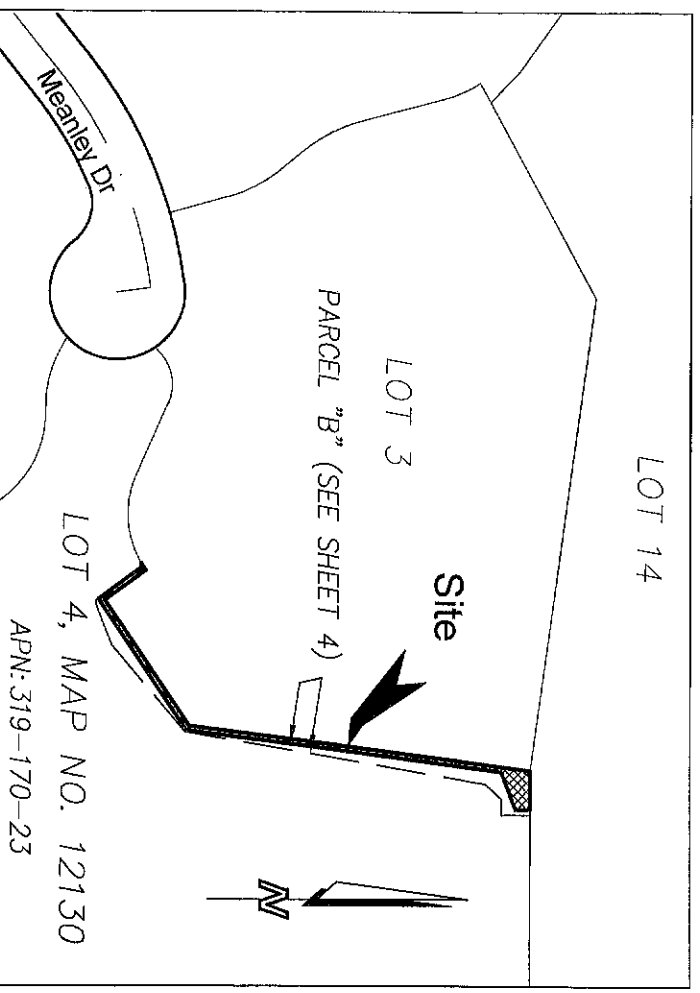
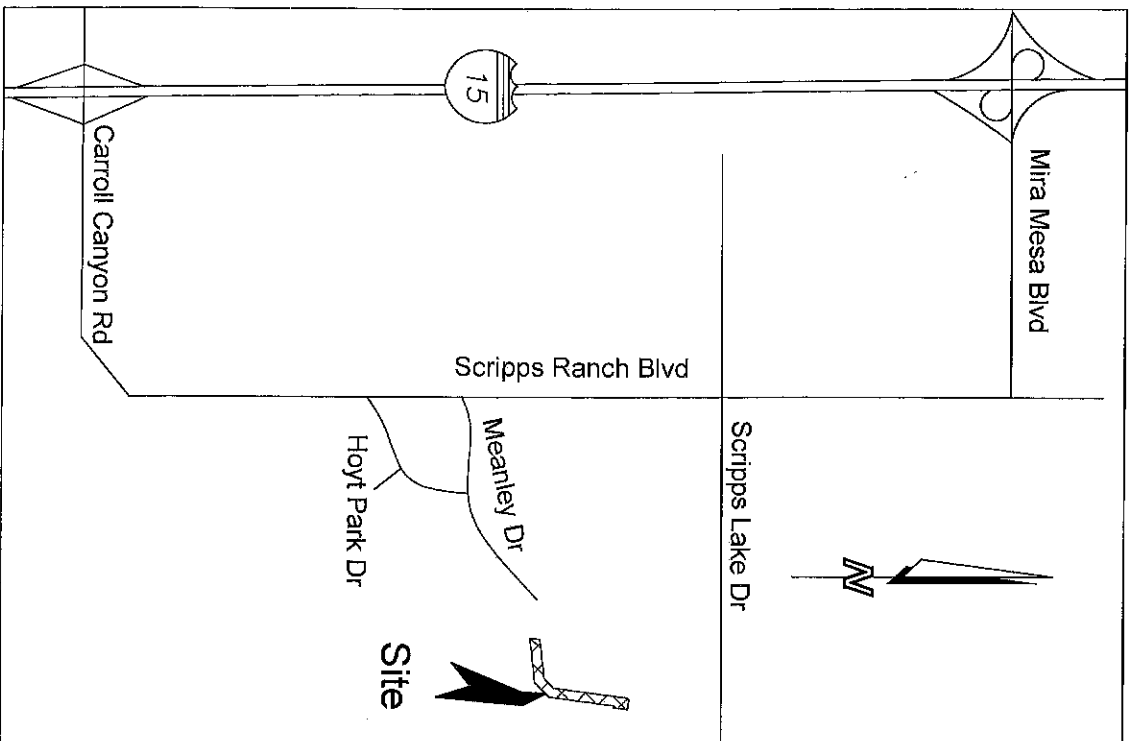
OWNER:  
Mission Federal Credit Union, a federally chartered  
credit union.

**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




**Doc. No. 1 2019-0047143 O.R.  
RECORDED: FEBRUARY 8, 2019**

**WATER EASEMENT:  
IN LOT 4 OF SCRIPPS RANCH BUSINESS PARK PHASE III, MAP NO. 12130**

DESCRIPTION	BY	APPROVED DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	SHEET 1 OF 4 SHEET	I.O. N/A
ORIGINAL	LMCO					P.T.S. 576655
				<b>ALL R. 404</b>	<b>7/6/18</b>	1910-6297
				FOR CITY ENGINEER	DATE	CCS 83 COORDINATES
						270-1737
						LAMBERT COORDINATES
						40503-1-B
<b>COMPLETE STATUS</b>						

EXHIBIT 'B'

LEGEND

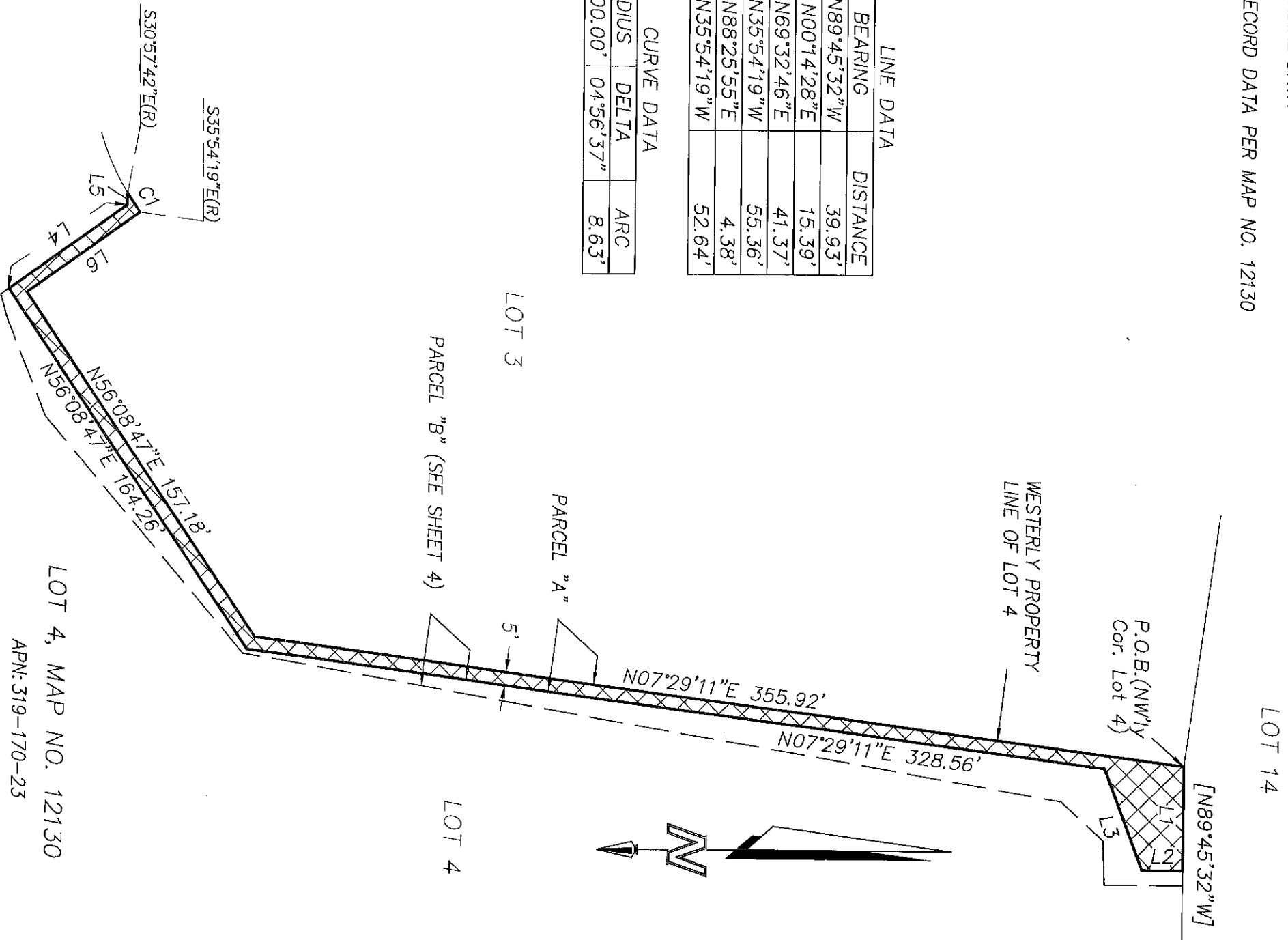
- P.O.B. INDICATES POINT OF BEGINNING
-  INDICATES PARCEL 'A', WATER EASEMENT ACQUIRED 0.085 ACRE
- (R) INDICATES RADIAL DATA
- [ ] INDICATES RECORD DATA PER MAP NO. 12130

LINE DATA

NO.	BEARING	DISTANCE
L1	N89°45'32"W	39.93'
L2	N00°14'28"E	15.39'
L3	N69°32'46"E	41.37'
L4	N35°54'19"W	55.36'
L5	N88°25'55"E	4.38'
L6	N35°54'19"W	52.64'

CURVE DATA

NO.	RADIUS	DELTA	ARC
C1	100.00'	04°56'37"	8.63'



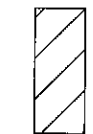
SCALE: 1" = 50'

WATER EASEMENT:  
 IN LOT 4 OF SCRIPPS RANCH BUSINESS PARK PHASE III, MAP NO. 12130

DESCRIPTION	BY	APPROVED DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	SHEET 2 OF 4 SHEET	I.O. N/A
ORIGINAL	LMCO					P.T.S. 576655
				<i>Frank R. Hoyle</i>	7/6/18	1910-6297
				FOR CITY ENGINEER	DATE	CCS 83 COORDINATES
						270-1737
						LAMBERT COORDINATES
						40503-2-B
				COMPLETE		STATUS

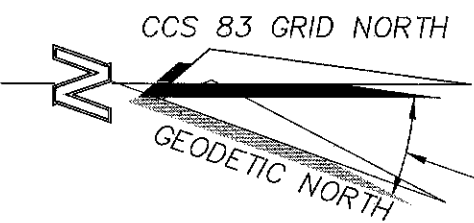
EXHIBIT 'B'

LEGEND



INDICATES PARCEL 'B', TEMPORARY CONSTRUCTION AREA 0.112 ACRE

-0°29.07.7"  
@ STA. 131



APN: 319-170-23

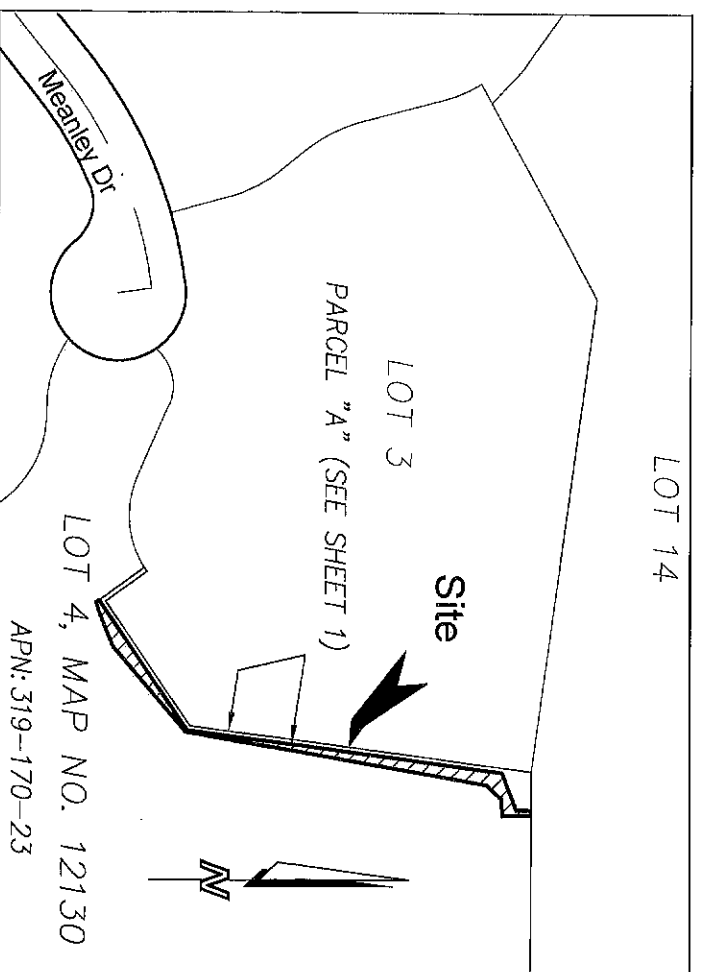
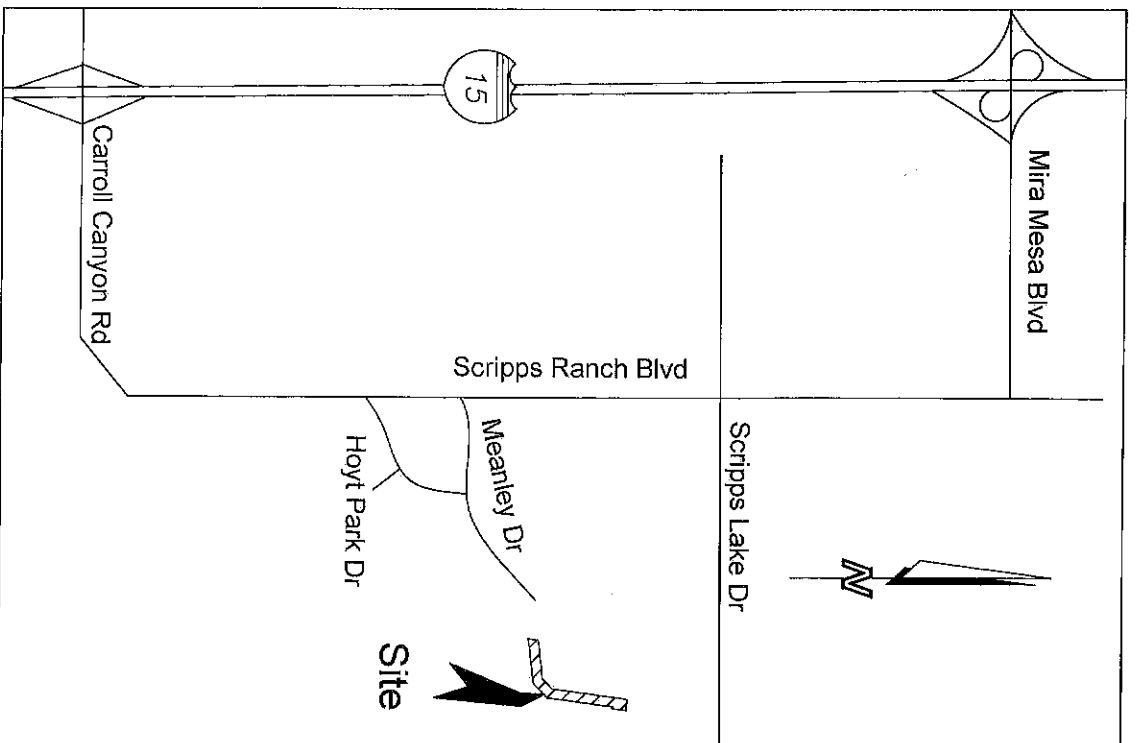
OWNER:  
Mission Federal Credit Union, a federally chartered credit union.

**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*

06/28/2018  
DATE

MARK A. BRENCICK, L.S. 7226



TEMPORARY CONSTRUCTION AREA:  
IN LOT 4 OF SCRIPPS RANCH BUSINESS PARK PHASE III, MAP NO. 12130

DESCRIPTION	BY	APPROVED DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	SHEET 3 OF 4 SHEET	I.O. N/A
ORIGINAL	LMCO					P.T.S. 576655
						1910-6297
						CCS 83 COORDINATES
						270-1737
						LAMBERT COORDINATES
						40503-3-B

COMPLETE

STATUS

FOR CITY ENGINEER  
*Mark A. Brencick* DATE 7/6/18

EXHIBIT 'B'

LEGEND

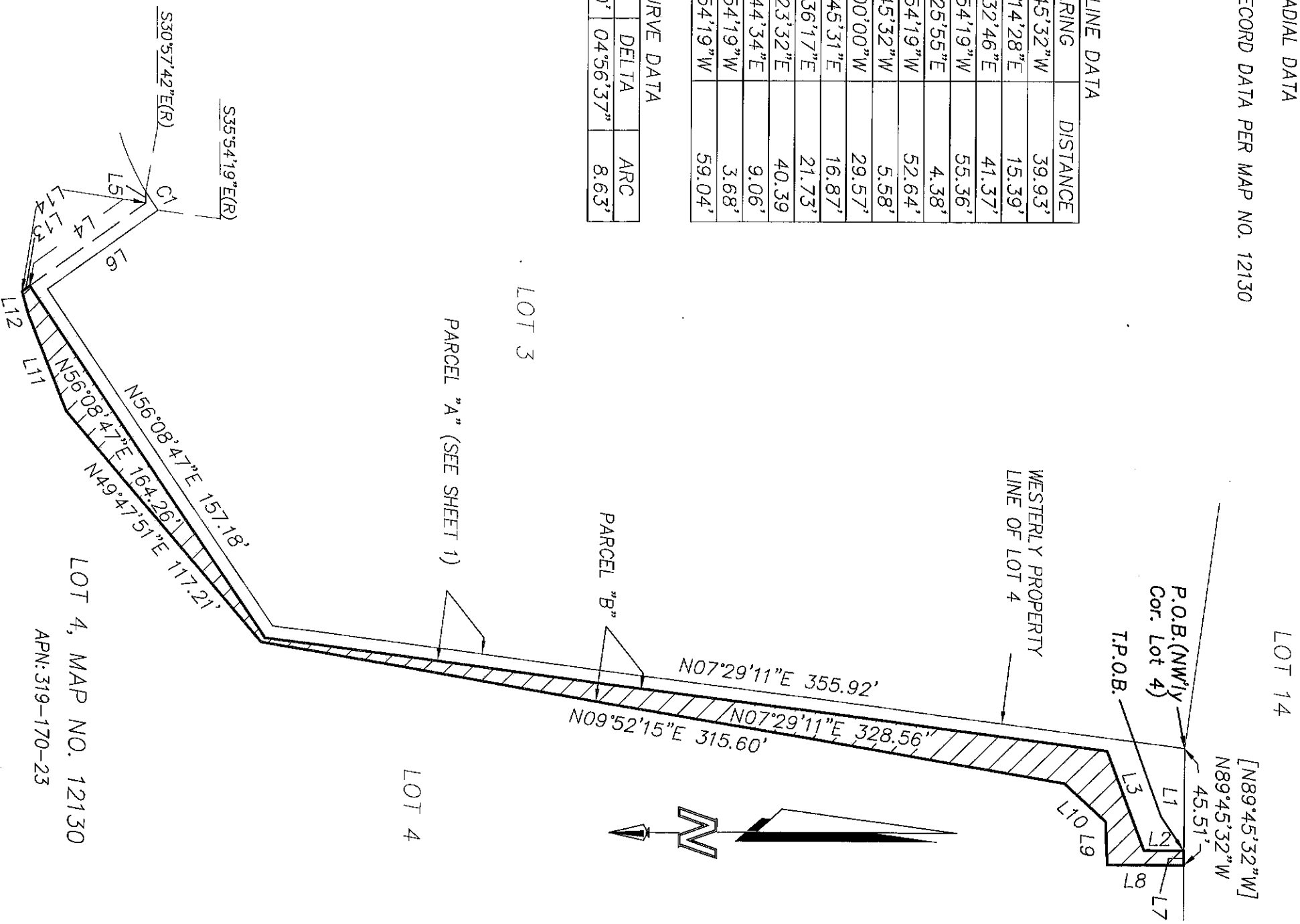
- P.O.B. INDICATES POINT OF BEGINNING
- T.P.O.B. INDICATES POINT OF BEGINNING
- [ ] INDICATES RECORD DATA PER MAP NO. 12130
- (R) INDICATES RADIAL DATA
- [ ] INDICATES PARCEL 'B', TEMPORARY CONSTRUCTION AREA 0.112 ACRE

LINE DATA

NO.	BEARING	DISTANCE
L1	N89°45'32"W	39.93'
L2	N00°14'28"E	15.39'
L3	N69°32'46"E	41.37'
L4	N35°54'19"W	55.36'
L5	N88°25'55"E	4.38'
L6	N35°54'19"W	52.64'
L7	N89°45'32"W	5.58'
L8	N00°00'00"W	29.57'
L9	N87°45'31"E	16.87'
L10	N42°36'17"E	21.73'
L11	N68°23'32"E	40.39'
L12	N74°44'34"E	9.06'
L13	N35°54'19"W	3.68'
L14	N35°54'19"W	59.04'

CURVE DATA

NO.	RADIUS	DELTA	ARC
C1	100.00'	04°56'37"	8.63'



SCALE: 1" = 50'

TEMPORARY CONSTRUCTION AREA:  
IN LOT 4 OF SCRIPPS RANCH BUSINESS PARK PHASE III, MAP NO. 12130

DESCRIPTION	BY	APPROVED DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	SHEET 4 OF 4 SHEET	I.O. N/A
ORIGINAL	LMCO					P.T.S. 576655
						1910-6297
						CCS 83 COORDINATES
						270-1737
						LAMBERT COORDINATES
						40503-4-B
						STATUS

18000481626

RECORDING REQUESTED BY  
STEWART TITLE GUARANTY COMPANY

DOC# 2019-0047143



Feb 08, 2019 04:07 PM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

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

PCOR: YES

PAGES: 6

*Prepared* 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

319	170	23	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,

**MISSION FEDERAL CREDIT UNION, a federally chartered credit union (Grantor),**

HEREBY GRANTS to the City of San Diego, a California municipal corporation, in the County of San Diego, State of California (Grantee), a nonexclusive permanent water line easement and right-of-way for the location of an underground water line underneath all that real property situated in the City of San Diego, County of San Diego, State of California, described on Exhibit A and illustrated on Exhibit B, attached hereto and made a part hereof by this reference (Easement Area) for the purpose of constructing, reconstructing, maintaining, operating, and repairing an **underground water line** under the Easement Area, including all incidents and appurtenances thereto, together with the right of ingress and egress (at locations which shall not unreasonably interfere with Grantor's reasonable use of its remainder property), in, over, under, upon, along and across the Easement Area.

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:

- Grantor shall not erect buildings, masonry walls, fences and other structures, change the surface grade, plant trees, or install private pipelines upon the easement without obtaining the prior written approval of the Grantee, which approval shall not be unreasonably withheld.

Upon completion of any construction, reconstruction, maintenance, operation, or repair of any improvements in or upon the easement, Grantee shall restore the Easement Area in good and workmanlike manner to a condition comparable to its condition before any such construction, reconstruction, maintenance, operation, or repair. If Grantee is required to remove any fencing from the Easement Area in exercising its rights under this easement, Grantee shall erect such temporary fencing as necessary and proper for safety purposes and at the termination of its activities pursuant to this easement, Grantee shall replace the temporary fencing with permanent fencing of like kind and quality as the fencing existing prior to its removal by Grantee, all at the cost of 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, 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.

Dated 12/31/18 By [Signature]  
Cybele J. Thompson, Director  
Real Estate Assets Department

Approved as to form this 31<sup>st</sup> day of December, 2018.

MARA W. ELLIOT, City Attorney  
By: [Signature]  
Deputy City Attorney

**MISSION FEDERAL CREDIT UNION, a federally chartered credit union**

By: [Signature]  
Dorey Wright, CFO  
Print Name and Title

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**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 )

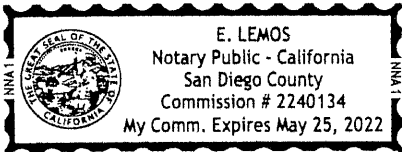
On JAN 30, 2019 before me, E. LEMOS, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared DOUGLAS WRIGHT  
Name(s) of Signer(s)

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.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: EASEMENT DEED  
Document Date: \_\_\_\_\_ Number of Pages: 5  
Signer(s) Other Than Named Above: CYBELE L. THOMPSON

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: DOUGLAS WRIGHT  
 Corporate Officer — Title(s): CFO  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

## EXHIBIT "A" Water Easement

APN: 319-170-23

Being a portion of Lot 4 of Scripps Ranch Business Park Phase III, in the City of San Diego, County of San Diego, State of California, according to Map No. 12130, filed in the office of the County Recorder on July 27, 1988, described as follows:

### Parcel 'A'

**Beginning** at the Northwesterly corner of said Lot 4; thence along the Northerly property line of said Lot 4, South 89°45'32" East 39.93 feet; thence leaving said Northerly line, South 00°14'28" West 15.39 feet; thence South 69°32'46" West 41.37 feet; thence South 07°29'11" West 328.56 feet; thence South 56°08'47" West 164.26 feet; thence North 35°54'19" West 55.36 feet; thence South 88°25'55" West 4.38 feet to the Westerly property line of said Lot 4 and the beginning of a nontangent 100.00 foot radius curve concave Northwesterly with a radial line to said beginning bearing South 30°57'42" East; thence along said Westerly property line the following four (4) courses: Northeasterly along said curve through a central angle of 04°56'37" an arc distance of 8.63 feet to the terminus of said curve and the beginning of a nontangent line with a radial line to said terminus bearing South 35°54'19" East; thence South 35°54'19" East 52.64 feet; thence North 56°08'47" East 157.18 feet; thence North 07°29'11" East 355.92 feet to the Point of Beginning.

The hereinabove described area contains 0.085 acre more or less.

Exhibit 'B' (City of San Diego Drawing No. 40503-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

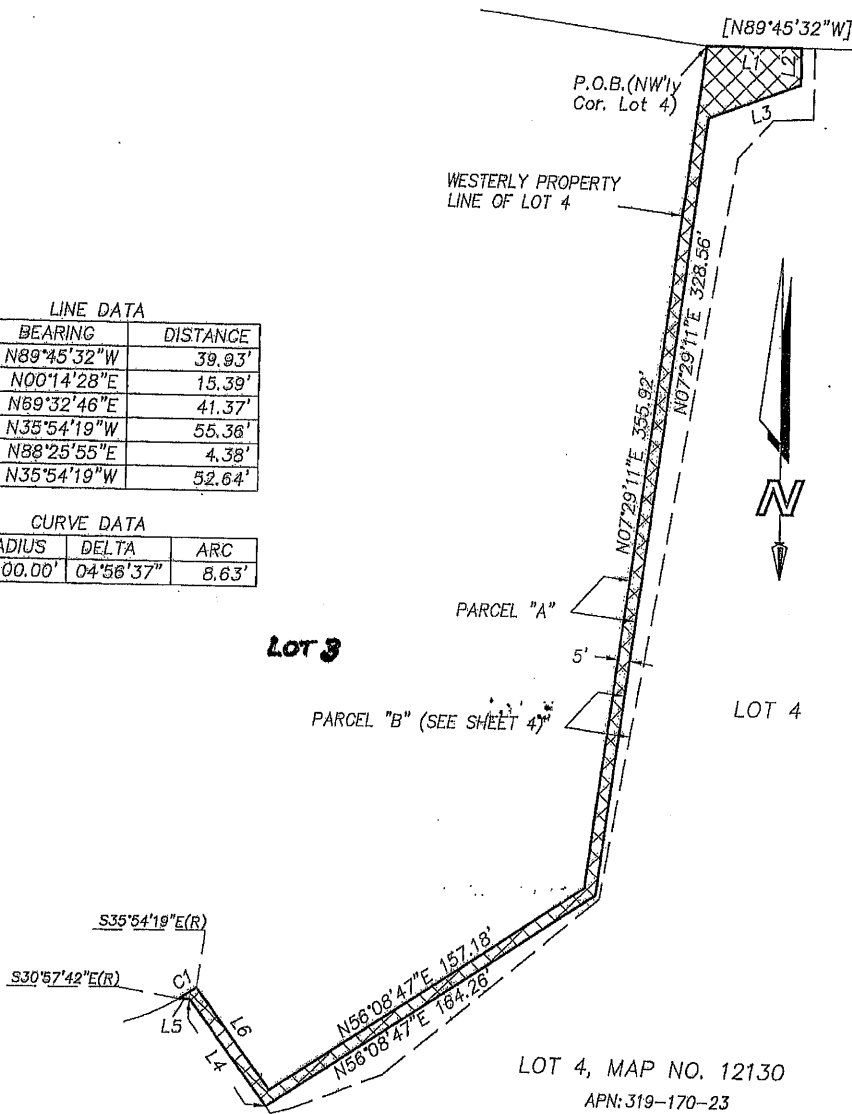
- P.O.B. INDICATES POINT OF BEGINNING
-  INDICATES PARCEL 'A', WATER EASEMENT ACQUIRED 0.085 ACRE
- (R) INDICATES RADIAL DATA
- [ ] INDICATES RECORD DATA PER MAP NO. 12130

LINE DATA

NO.	BEARING	DISTANCE
L1	N89°45'32"W	39.93'
L2	N00°14'28"E	15.39'
L3	N89°32'46"E	41.37'
L4	N35°54'19"W	55.36'
L5	N88°25'55"E	4.38'
L6	N35°54'19"W	52.64'

CURVE DATA

NO.	RADIUS	DELTA	ARC
C1	100.00'	04°56'37"	8.63'




SCALE: 1" = 50'

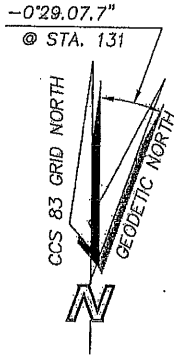
WATER EASEMENT:  
IN LOT 4 OF SCRIPPS RANCH BUSINESS PARK PHASE III, MAP NO. 12130

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	I. O.
ORIGINAL	LMCO				SHEET 2 OF 4 SHEET	N/A
					<i>Franklin R. de Poy</i> FOR CITY ENGINEER	P.T.S. 576655
						1910-6297
						GCS 83 COORDINATES
						270-1737
						LAMBERT COORDINATES
						40503-2-B
STATUS						

EXHIBIT 'B'

LEGEND

 INDICATES PARCEL 'A', WATER EASEMENT ACQUIRED 0.085 ACRE



APN: 319-170-23

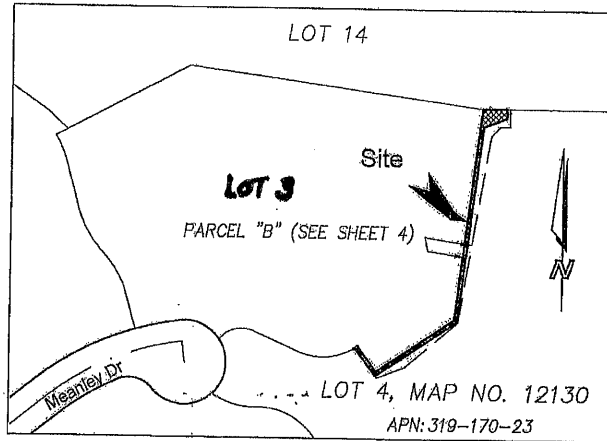
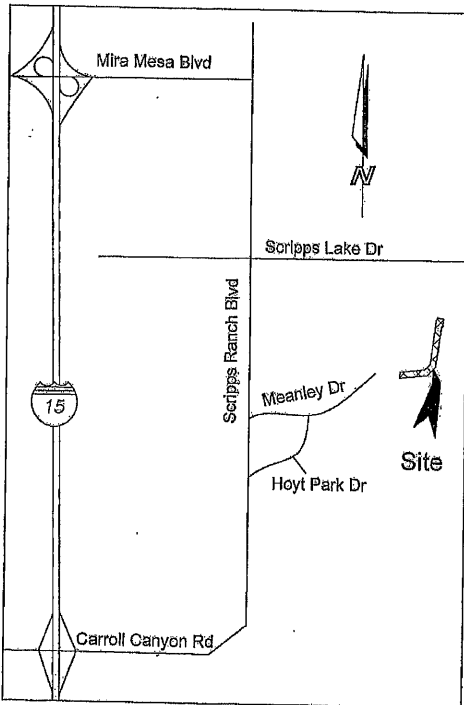
OWNER:  
Mission Federal Credit Union, a federally chartered credit union.

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. Brengick*

06/28/2018

MARK A. BRENGICK, L.S. 7226 DATE



WATER EASEMENT:

IN LOT 4 OF SCRIPPS RANCH BUSINESS PARK PHASE III, MAP NO. 12130

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	I.O.
ORIGINAL	LMCO				SHEET 1 OF 4 SHEET	N/A
					<i>Mark A. Brengick</i> FOR CITY ENGINEER	P.T.S. 576655
					DATE 7/6/18	1910-6297
						CCS 83 COORDINATES
						270-1737
						LAMBERT COORDINATES
						40503-1-B
STATUS						

## TEMPORARY CONSTRUCTION AREA PERMIT

This TEMPORARY CONSTRUCTION AREA PERMIT ("Temporary Permit") is entered into by and between MISSION FEDERAL CREDIT UNION, a federally chartered credit union ("Property Owner"), and the CITY OF SAN DIEGO, a California municipal corporation ("CITY"), to be effective as of as of the date mutually 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 10301-43 Meanley Drive, San Diego, California 92131, and which is identified by Assessor's Parcel No. 319-170-23 (the "Property").
- B. By separate document the Property Owner has granted to the CITY an easement upon a portion of the Property for the purpose of constructing, operating, and maintaining an underground water line, which water line will be associated with the CITY's North City Pure Water Pipeline, Project #WBS-B16035 (the "Project").
- C. In order to construct the underground water line on the easement The CITY has requested a temporary construction area permit upon that portion of the Property described on Exhibit A and depicted on Exhibit B.

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

- 1. Property Owner hereby grants to CITY and its authorized 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"). CITY shall use the TCA solely for the purpose of constructing and installing the underground water line underneath the easement and restoring the TCA and for no other purpose.
- 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. The permission granted in this agreement is a temporary right. This Temporary Permit shall be effective upon the Effective Date and shall expire on the date of completion of the Work and satisfaction by the CITY of all requirements imposed by this Temporary Permit (**estimated to be 32 months, not including rain days**), as determined by the City's Resident Engineer. Upon expiration or termination of this Temporary Permit, all

obligations in this Temporary Permit are released (other than CITY's restoration obligations set forth in Paragraph 7 and CITY's indemnification obligations set forth in Paragraph 11, all of which shall survive the expiration or termination of this Temporary Permit) and the TCA property shall be considered free and clear of any restriction or any right or privilege attaching to the grant of TCA set forth in this Temporary Permit. Upon request by Property Owner, CITY shall execute any documents reasonably requested by Property Owner to confirm the expiration or termination of this Temporary Permit.

4. CITY shall pay Property Owner **\$46,248.00** in consideration for this Temporary Permit, pursuant to the terms set forth in the parties' Purchase and Sale Agreement, dated December 04, 2018. If CITY's use of the TCA exceeds **32** months after the CITY Resident Engineer's issuance of a Notice to Proceed, the CITY will pay Property Owner **\$1,464.00 per month, or the prorated amount for the portion of any month**, after month 32 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 twenty eight (28) 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 **Meanley Drive**, will be from the existing traveled way and CITY contractor(s) will manage a traffic plan for circulation on Property. CITY shall not unreasonably interfere with the use by and operations and activities of Property Owner on its Property, and CITY shall use such reasonable routes and follow such reasonable procedures as result in the least damage and inconvenience to Property Owner.
7. Within 30 days following completion of the Work, the CITY shall (a) remove the CITY's equipment and materials from the TCA, and (b) commence restoration of the TCA, and any other property damaged or disturbed as a result of the Work, to the condition it was in on the date and at the time of commencement of the Work. That restoration work shall specifically include the repair or replacement of any landscaping (which shall be graded to the condition it was in on the date and time of commencement of the Work, and any replacement of landscaping shall be of the same type, maturity and general genus and species as existed on the date and time of the execution of this Agreement (impacted trees will be replaced at a ratio of two replacements (24-inch box trees) for each tree removed; eucalyptus trees shall be replaced with a species of tree agreed upon by the parties), unless applicable law in the jurisdiction prevents or prohibits same, and in which event, replacement landscaping shall otherwise meet such law), structures, fences, driveways, parking lots, utilities, irrigation systems, buildings or other improvements that are altered, removed, damaged, or destroyed by CITY or CITY's agents or employees. The repair or replacement of any structure, fence, driveway, parking lot, utility, irrigation system,

building or other improvement shall be by a licensed and insured contractor, and the materials used shall be new and of like quality to those which exist on the date and time of commencement of the Work. All such repairs or replacement shall be made in a workmanlike manner, in a standard which complies with the current standard for the jurisdiction at the time such repair or replacement is made. The CITY shall be responsible for any damage to the TCA and any other property damaged or disturbed as a result of the Work, including without limitation soil erosion, subsidence or damage resulting therefrom. The CITY shall not leave any rubbish or debris on or about the TCA. If CITY is required to remove any fencing from the TCA in exercising its rights under this Temporary Permit, CITY shall erect such temporary fencing as necessary and proper for safety purposes and, upon completion of the Work, CITY shall replace the temporary fencing with permanent fencing of like kind and quality as the fencing existing prior to its removal by CITY, all at the cost of CITY.

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. Such policies of insurance shall name Property Owner as an additional insured. The policies shall provide that they shall not be cancelable nor may they expire without at least thirty (30) days prior written notice to the Property Owner. Prior to the commencement of the Work, there shall be delivered to the Property Owner a certificate of the insurance carrier certifying that the policy so delivered has been issued and is in effect and the duration thereof. At least thirty (30) days before any policy shall expire (10 days for non-payment of premium), the CITY shall deliver to the Property Owner a replacement certificate, and at least twenty (20) days prior to the date that the premium on any policy shall become due and payable, the Property Owner shall be furnished with satisfactory evidence of its payment.
9. CITY shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at CITY's sole cost and expense.
10. CITY shall not use, deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on any real property of the Property Owner.
11. This Temporary Permit is made on the express condition that Property Owner is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of CITY's, CITY's agents', officers', employees', invitees' (including contractors), or licensees' exercise of rights granted pursuant to this Temporary Permit or use of the TCA area or of the improvements or personal property of CITY thereto or thereon, including any liability for injury or death to the person or property of Property Owner, its contractors, agents, officers, members, employees, invitees, or licensees or to any property under the control or custody of CITY during the term of this Temporary Permit. CITY hereby covenants and agrees to defend and indemnify Property Owner, its officers, employees, agents, invitees and guests and save them harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses caused or claimed to be caused by the exercise of

this Temporary Permit or use of the TCA area by CITY, however occurring, other than those caused by the willful or negligent acts or omissions of Property Owner.

12. CITY shall not cause any liens of any kind to be placed against any of the Property Owner's real property.
13. Property Owner reserves all rights attendant to its ownership of the TCA property, including but not limited to the use and enjoyment of the TCA property for all purposes not inconsistent with the terms and conditions of this Temporary Permit.
14. Time is of the essence in this agreement.
15. All recitals and attached exhibits are incorporated into this Temporary Permit by this reference.
16. Each individual executing this Temporary Permit on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Temporary 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 Temporary Permit is binding upon such person or entity in accordance with its terms. Each person executing this Temporary 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 established as a federal credit union under the laws of the United States of America and that such entity is qualified to do business in California.
17. All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the parties at the addresses given below or at such other address that may be specified by written notice in accordance with this paragraph:

If to Property Owner: Lisa Chappell , Vice President Corporate Facilities  
10325 Meanley Drive  
San Diego, California 92131

With a copy to: Mission Federal Credit Union  
Legal Department  
10325 Meanley Drive  
San Diego, California 92131


If to CITY: Attention: Cybele L. Thompson  
Real Estate Assets Department  
1200 Third Avenue, Suite 1700, MS51A  
San Diego, California 92101-4199

18. In the event of litigation between the parties in connection with this Temporary Permit, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. The obligation in the immediately preceding sentence shall survive any termination or expiration of this Temporary Permit.
19. This agreement constitutes the entire agreement between Property Owner and CITY relating to the TCA permit. Any prior agreements, promises, negotiations, or representations not expressly set forth in this agreement are of no force and effect. Any amendment to this agreement shall be of no force and effect unless it is in writing and signed by Property Owner and CITY.

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

Date: 1/30/19

MISSION FEDERAL CREDIT UNION, a federally chartered credit union

BY:   
Name: Doug Wright  
Title: CFO


Date: 12/12/18

THE CITY OF SAN DIEGO, a California municipal corporation

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

Approved as to form this 31st day of December, 2018.

MARA W. ELLIOTT, City Attorney

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**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 )

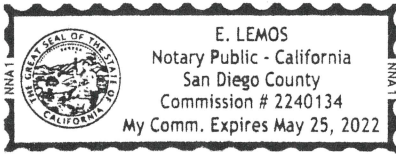
On JAN 30, 2019 before me, E. LEMOS, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared DOUGLAS WRIGHT  
Name(s) of Signer(s)

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.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: TEMPORARY CONSTRUCTION AREA PERMIT

Document Date: \_\_\_\_\_ Number of Pages: 10

Signer(s) Other Than Named Above: CYBELE L. THOMPSON

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: DOUGLAS WRIGHT

Corporate Officer — Title(s): CFO

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



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 December 12, 2018, before me, Christina C. Marin, Notary Public, personally appeared Cybele L. Thompson, who proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed 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.



Signature Choc. Marin

(seal)

**EXHIBIT "A"**  
**Temporary Construction Area**

**APN: 319-170-23**

Being a portion of Lot 4 of Scripps Ranch Business Park Phase III, in the City of San Diego, County of San Diego, State of California, according to Map No. 12130, filed in the office of the County Recorder on July 27, 1988, described as follows:

**Parcel 'B'**

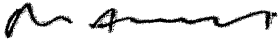
**Beginning** at the Northwestern corner of said Lot 4; thence along the Northerly property line of said Lot 4, South 89°45'32" East 45.51 feet; thence leaving said Northerly line, South 00°00'00" East 29.57 feet; thence South 87°45'31" West 16.87 feet; thence South 42°36'17" West 21.73 feet; thence South 09°52'15" West 315.60 feet; thence South 49°47'51" West 117.21 feet; thence South 68°23'32" West 40.39 feet; thence South 74°44'34" West 9.06 feet; thence North 35°54'19" West 59.04 feet; thence South 88°25'55" West 4.38 feet to the Westerly property line of said Lot 4 and the beginning of a nontangent 100.00 foot radius curve concave Northwesterly with a radial line to said beginning bearing South 30°57'42" East; thence along said Westerly property line the following four (4) courses: Northeasterly along said curve through a central angle of 04°56'37" an arc distance of 8.63 feet to the terminus of said curve and the beginning of a nontangent line with a radial line to said terminus bearing South 35°54'19" East; thence South 35°54'19" East 52.64 feet; thence North 56°08'47" East 157.18 feet; thence North 07°29'11" East 355.92 feet to the Point of Beginning.

Except that portion of said Lot 4 described as follows:

**Beginning** at the Northwestern corner of said Lot 4; thence along the Northerly property line of said Lot 4, South 89°45'32" East 39.93 feet; thence leaving said Northerly line, South 00°14'28" West 15.39 feet; thence South 69°32'46" West 41.37 feet; thence South 07°29'11" West 328.56 feet; thence South 56°08'47" West 164.26 feet; thence North 35°54'19" West 55.36 feet; thence South 88°25'55" West 4.38 feet to the Westerly property line of said Lot 4 and the beginning of a nontangent 100.00 foot radius curve concave Northwesterly with a radial line to said beginning bearing South 30°57'42" East; thence along said Westerly property line the following four (4) courses: Northeasterly along said curve through a central angle of 04°56'37" an arc distance of 8.63 feet to the terminus of said curve and the beginning of a nontangent line with a radial line to said terminus bearing South 35°54'19" East; thence South 35°54'19" East 52.64 feet; thence North 56°08'47" East 157.18 feet; thence North 07°29'11" East 355.92 feet to the Point of Beginning.

The hereinabove described area contains 0.112 acre more or less.

Exhibit 'B' (City of San Diego Drawing No. 40503-B) attached and by this reference is made a part hereto.



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



PTS No. 576655

EXHIBIT 'B'

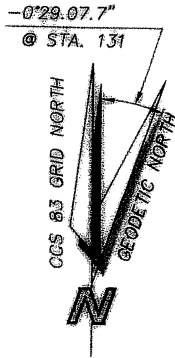
LEGEND



INDICATES PARCEL 'B', TEMPORARY CONSTRUCTION AREA 0.112 ACRE

APN: 319-170-23

OWNER:  
Mission Federal Credit Union, a federally chartered credit union.

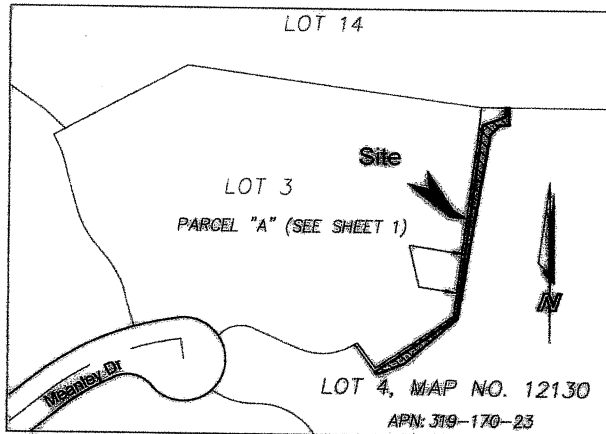
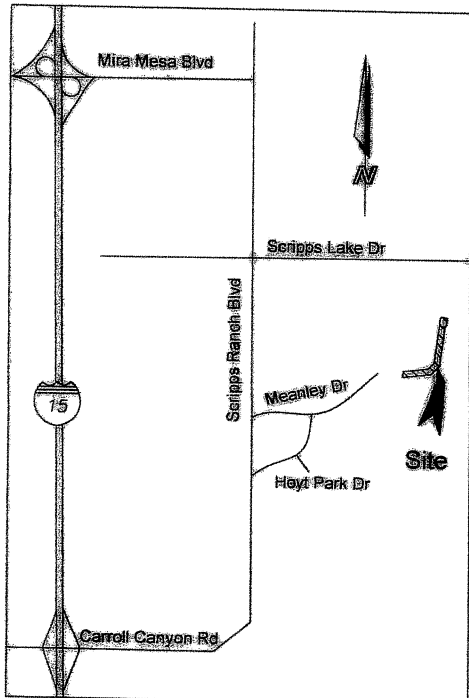


BASIS OF BEARINGS

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.

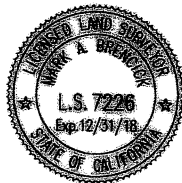
THE COMBINED SCALE FACTOR AT STATION 131 IS 0.9998607. GRID DISTANCE = GROUND DISTANCE X COMBINED SCALE FACTOR.

ELEVATION AT STATION 131 IS 455.81' (NGVD29).



Vicinity Maps  
n.t.s.

LANDMARK CONSULTING  
9505 GENESSEE AVENUE, SUITE 200  
SAN DIEGO, CA 92121  
(619) 587-6070



*Mark A. Brencok*  
06/28/2016  
MARK A. BRENCOK, L.S. 7226 DATE

TEMPORARY CONSTRUCTION AREA:  
IN LOT 4 OF SCRIPPS RANCH BUSINESS PARK PHASE III, MAP NO. 12130

DESCRIPTION	BY	APPROVED DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	I. O.
ORIGINAL	LMCO			SHEET 3 OF 4 SHEET	N/A
				<i>Mark A. Brencok</i> FOR CITY ENGINEER	P.T.S. 576655
				DATE 7/6/16	1910-6297
					CCS 83 COORDINATES
					270-1737
					LAMBERT COORDINATES
					40503-3-B
STATUS					

EXHIBIT 'B'

LEGEND

P.O.B. INDICATES POINT OF BEGINNING

T.P.O.B. INDICATES POINT OF BEGINNING

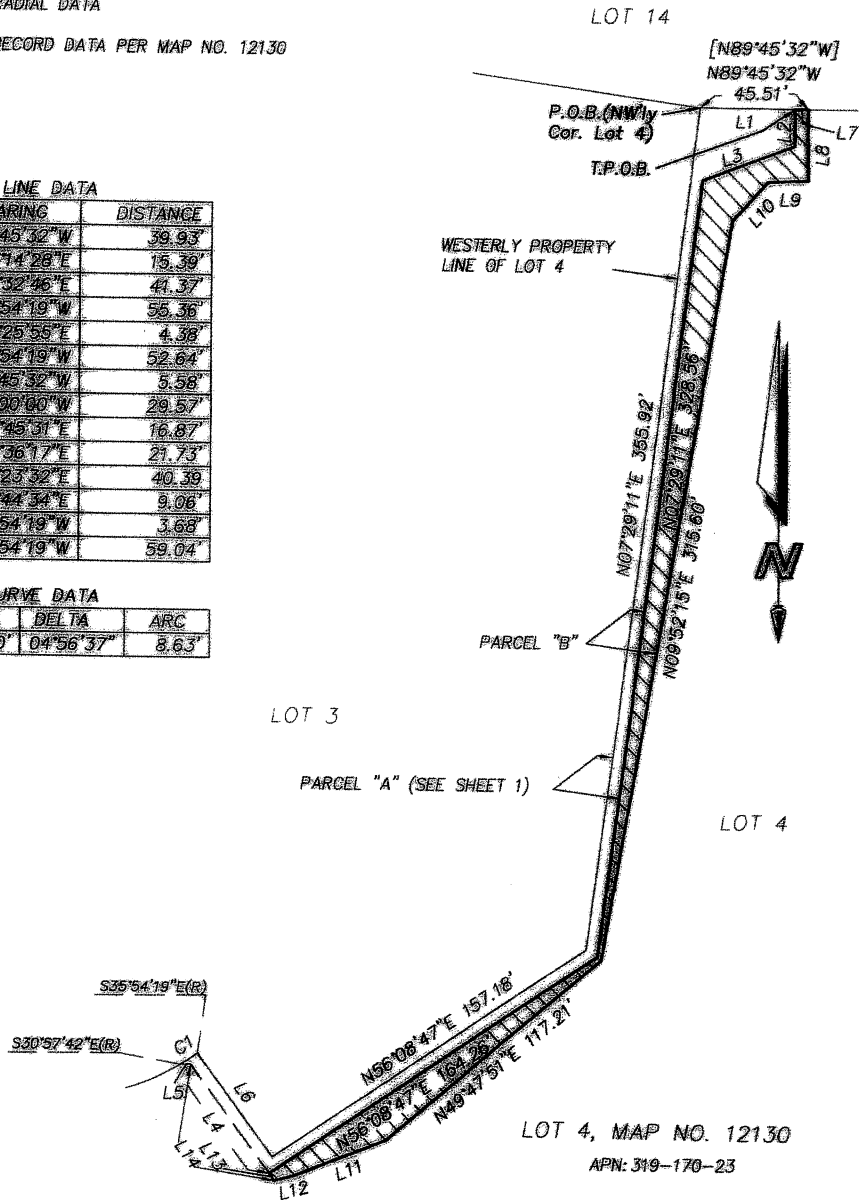
 INDICATES PARCEL 'B', TEMPORARY CONSTRUCTION AREA 0.112 ACRE

(R) INDICATES RADIAL DATA

[ ] INDICATES RECORD DATA PER MAP NO. 12130

LINE DATA		
NO.	BEARING	DISTANCE
L1	N89°45'32"W	39.93'
L2	N00°14'28"E	15.39'
L3	N69°32'46"E	44.37'
L4	N35°54'19"W	56.36'
L5	N88°23'55"E	4.38'
L6	N35°54'19"W	52.64'
L7	N89°45'32"W	5.58'
L8	N09°00'00"W	29.57'
L9	N87°49'31"E	16.87'
L10	N42°36'17"E	21.73'
L11	N68°23'32"E	40.39'
L12	N74°44'34"E	9.06'
L13	N35°54'19"W	3.68'
L14	N35°54'19"W	59.04'

CURVE DATA			
NO.	RADIUS	DELTA	ARC
C1	100.00'	04°56'37"	8.63'



SCALE: 1" = 50'

TEMPORARY CONSTRUCTION AREA:  
IN LOT 4 OF SCRIPPS RANCH BUSINESS PARK PHASE III, MAP NO. 12130

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	
ORIGINAL	LMCO				SHEET 4 OF 4 SHEET	I.O. N/A
						P.I.S. 576855
						1910-6297
						CCS 89 COORDINATES
						270-1737
						LAMBERT COORDINATES
						40503-4-B
STATUS						