

RESOLUTION NUMBER R- 312038

DATE OF FINAL PASSAGE OCT 30 2018

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE ACQUISITION OF REAL PROPERTY INTERESTS FOR THE PURE WATER NORTH CITY PROJECT FROM ARE – NEXUS CENTRE II, LLC – APN 345-012-15; AUTHORIZING THE CITY ATTORNEY TO COMMENCE PROCEEDINGS IN EMINENT DOMAIN AND TO OBTAIN AN ORDER FOR IMMEDIATE POSSESSION; AND AUTHORIZING EXPENDITURE OF FUNDS FOR THE REAL PROPERTY INTERESTS TO BE ACQUIRED.

WHEREAS, on May 15, 2014, the City Council of the City of San Diego passed a resolution supporting the Pure Water San Diego Program; and

WHEREAS, the Pure Water San Diego Program (Program) is part of the City of San Diego's Public Utilities Department Capital Improvement Program. The Program is a phased, multi-year program that uses proven technology to produce a safe, reliable and cost-effective water supply for the City. At full implementation in 2035, the Program will provide one-third (1/3) of San Diego's water supply locally and will reduce the City's ocean wastewater discharges by approximately one-half (1/2); and

WHEREAS, on April 10, 2018, the San Diego City Council approved the North City Pure Water Project – Phase I (Project), which included discretionary land use approvals and an Environmental Impact Report (EIR). The Project includes expansion of the existing North City Water Reclamation Plant and construction of an Advanced Water Purification Facility with a purified water pipeline delivering 30 million gallons per day from Morena Boulevard to the Miramar Reservoir. The Project will direct wastewater flows away from Point Loma to the City's water reclamation plants for treatment. The purified water will blend with the City's

imported and local water sources in the Miramar Reservoir and be treated again at the Miramar Drinking Water Treatment Plant and distributed to the public; and

WHEREAS, the Project includes: Morena Pump Station and Pipelines which will transport approximately 32 mgd of wastewater to the North City Water Reclamation Plant (NCWRP), where it will be treated before being sent to the new NCPWF for further purification. Construction will include a new pump station on Sherman Street and two parallel 10.7-mile-long wastewater pipelines. The wastewater pipelines will start at Sherman Street, follow West Morena Boulevard to Clairemont Drive, continue to Genesee Avenue and go through University City to the NCWRP on Eastgate Mall. This portion will also include the construction of two approximately 3.5-mile water pipelines, a 16-inch water distribution pipeline and a 36-inch water transmission pipeline, which will run parallel to the wastewater pipelines along West Morena Boulevard and Morena Boulevard; North City Water Reclamation Plant Expansion will increase the amount of recycled water the NCWRP produces to meet the needs of both the recycled water system and the new NCPWF. The NCWRP is located on Eastgate Mall and treats wastewater to recycled water standards for irrigation and industrial uses. The plant capacity would increase from 30 mgd to 52 mgd. A new pump station located at the NCWRP will convey up to 42 mgd of recycled water to the new NCPWF across the street for further purification; North City Pure Water Facility will be built on Eastgate Mall across the street from the existing NCWRP to clean the recycled water further to produce 30 mgd of safe, high-quality water that meets all state and federal drinking water standards; and

WHEREAS, the acquisition of the property interests set forth in Exhibit 1 attached hereto (Acquisition Areas) is a part of a series of subsequent discretionary actions necessary to implement the Project and is not considered a separate project under CEQA; and

WHEREAS, on April 10, 2018, the Council approved Site Development Permit No. 2092309 for the Project (Resolution R-2018-405) which also made a finding of compliance with the City's General Plan; and

WHEREAS, the Project requires a permanent pipeline easement and a temporary construction area easement from ARE – Nexus Centre II, LLC – APN 345-012-15 as described in Exhibit 1; and

WHEREAS, the Project requires a Sewer Force Main and Brine Concentrate pipelines need to cross the I -805 freeway to connect to the North City Water Reclamation Plant. After evaluating several alignment options, tunneling from Executive Dr. to the ARE Nexus property poses the least cost and disturbance to the surrounding community by limiting construction on major streets such as La Jolla Village Dr. For the SDUSD property, the Genesee Ave. bridge near University City High School is too deep to feasibly tunnel underneath. With environmentally sensitive land West of Genesee Ave, the only option available is to tunnel East of Genesee Ave. around the bridge and briefly encroach onto the High School property. The Sewer Force Main and Brine Concentrate pipelines will require 2 receiving pits on Genesee Ave with 1 launching pit North of the School on City property. The tunneling machine will launch from this location into Genesee Ave, only encroaching on school property while underground; and

WHEREAS, the City obtained fair market value appraisals of the Acquisition Areas and determined that the probable compensation to be paid for acquisition of the property interests sought is ARE – Nexus Centre II, LLC - 65,500.00; and

WHEREAS, the City negotiated with the property owners and made offers to purchase the Acquisition Area necessary for the Project at an amount consistent with the appraised fair

market value of each of the properties in compliance with the California Government Code section 7267.2(a) and the negotiations with the property owners have not been successful as of the date of this Resolution; and

WHEREAS, funds are available to acquire the necessary real property interests sought for the Project in the amount of \$51,090 from 700009 (Metro Sewer Fund) and \$14,410 from 700010 (Water Utility CIP); and

WHEREAS, the City is vested with the power of eminent domain by Article I, Section 19 of the California Constitution, California Government Code section 37350.5, and San Diego Charter section 220, to acquire real property interests necessary for a public purpose; and

WHEREAS, the acquisition of the real property interests proposed is the least amount of real property necessary to complete the Project; and

WHEREAS, on October 10, 2018, the City mailed a notice of hearing, and of its intent to adopt this Resolution of Necessity, to the record owners of the Acquisition Areas, and all other persons who may have an ownership interest in the property interests sought; which notice of hearing advised said persons of their right to appear and be heard on the matters referred to therein, on the date and at the time and the place stated therein, and that a waiver of their right to appear and be heard will result upon their failure to file a written notice, all in compliance with the California Code of Civil Procedure section 1245.235; and

WHEREAS, the hearing set out in said notice of hearing was held on October 30, 2018, at the time and place stated in the notice, and all interested parties were given an opportunity to appear and be heard on the following matters: (a) whether the public interest and necessity require the Project; (b) whether the Project is planned or located in a manner which is most compatible with the greatest public good and the least private injury; (c) whether the property

interests proposed to be acquired are necessary for the Project; (d) whether an offer meeting the requirements of California Government Code section 7267.2 has been given; and (e) whether all other prerequisites for the exercise of eminent domain to acquire the property rights have been met; and

WHEREAS, the Council, as a result of said hearing, has determined that the public health, safety and welfare require the City to acquire the property interests described in Exhibit 1 attached hereto for the permanent and temporary easements over portions of ARE – Nexus Centre II, LLC – APN 345-012-15 needed for the Project; and

WHEREAS, under Charter section 280(a)(2), this Resolution is not subject to veto by the Mayor because this matter requires the Council to act as a quasi-judicial body and where a public hearing was required by law implicating due process rights of individuals affected by the decision and where the Council was required by law to consider evidence at the hearing and to make legal findings based on the evidence presented; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the public interest and necessity require acquisition of the property interests as set forth in Exhibit 1 attached hereto consisting of permanent and temporary easements over a portion of ARE – Nexus Centre II, LLC – APN 345-012-15 to implement the Project.

BE IT FURTHER RESOLVED, that the Project is planned or located in a manner most compatible with the public good and the least private injury.

BE IT FURTHER RESOLVED, that the property interests proposed to be acquired as set forth in Exhibit 1 attached hereto are necessary for the Project and that such use is a public use authorized by law (*inter alia*, Charter section 220, California Code of Civil Procedure

sections 1240.010, 1240.020, 1240.030, 124.040, 1240.110, 1240.120, 1240.140, 1240.510, 1240.610 and 1255.410; California Government Code section 5023.1).

BE IT FURTHER RESOLVED, that an offer to acquire the real property interests, pursuant to California Government Code section 7267.2, at the appraised fair market value, has been made to each party claiming an ownership interest(s) in the property interests sought.

BE IT FURTHER RESOLVED, that the City Attorney of the City of San Diego is hereby authorized and directed to commence an action in the Superior Court of the State of California, in and for the County of San Diego, in the name of and on behalf of the City of San Diego, against all claimants with any interest(s) in the real property interests sought, and to seek immediate possession of the real property interests sought pursuant to California Code of Civil Procedure section 1255.410 *et seq.*

BE IT FURTHER RESOLVED, that the Chief Financial Officer is authorized to expend funds as required from 700009 (Metro Sewer Fund) \$51,090 and \$14,410 from 700010 (Water Utility CIP) to acquire the property interests found necessary for the Project, and to deposit into the State Treasury's State Condemnation Fund, as necessary, the amount of \$65,500 as probable amount of compensation owed to the property owners to obtain possession of the Acquisition Areas. This is the probable amount of compensation to be paid by the City for the necessary real property interests to be acquired. The Chief Financial Officer is further authorized to deposit, if necessary, additional funds that the Court or the parties in the anticipated eminent domain action deem necessary to increase the probable amount of compensation due to the property owner(s) as

a result of the acquisition of the property interests set forth herein and the resulting eminent domain litigation.

APPROVED: MARA W. ELLIOTT, City Attorney

By C Leone  
Christine M. Leone  
Deputy City Attorney

CML:cw  
10/05/18  
Or.Dept: READ  
CC No.: 3000011516  
Doc. No.: 1852809  
Attachment: Exhibit 1

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of OCT 30 2018.

ELIZABETH S. MALAND  
City Clerk

By [Signature]  
Deputy City Clerk

**EXHIBIT 1**





Michael Flanagan  
Project Manager  
9150 Chesapeake Drive, Suite 190  
San Diego, CA 92123  
Mike.Flanagan@@clarklandresources.com

C: (858) 405-6559  
F: (760) 560-1662

August 8, 2018

ARE-Nexus Centre II, LLC  
4767 Nexus Center Drive  
San Diego, California 92121

Dear Sirs:

OFFER FOR GENERAL UTILITY EASEMENT  
4767 Nexus Center Drive, San Diego (APN: 345-012-15)

The City of San Diego is in the process of completing its design for the Pure Water – Morena Pump Station and Pipeline project. The purpose of this project is to deliver additional wastewater to the North City Water Reclamation Plant where it will be treated by advanced treatment processes and will create up to 30 million gallons per day of local potable water.

Records show that you are the property owner of the above-numbered parcel, a portion of which will be benefitted by the project, see (Exhibit A). The City of San Diego (“City”) seeks to acquire a general utility easement on your property located at 4767 Nexus Center Drive (APN: 345-012-15) in the City of San Diego, as more particularly depicted on (Exhibit B). This letter and all attachments constitute the offer.

The City had the easement appraised to determine its fair market value. The appraisal was conducted in accordance with commonly accepted appraisal standards and included consideration of the highest and best use of the land. Based on the appraisal, the City offers to purchase these easement rights for **\$65,500** (“Purchase Price”).

The Purchase Price is the full amount established by the appraisal as the fair market value of the easement, and the just compensation for such acquisition. A written statement of, and a summary of the basis for, the amount established as the Purchase Price is set forth in the attached Appraisal Summary Statement (Exhibit C).

The fair market value of the easement:

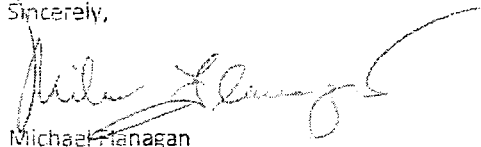
- a. Is the full amount believed by the City to be just compensation for the easement to be acquired;
- b. Is not less than the approved appraisal of the fair market value of the easement;
- c. Disregards any decrease or increase in the fair market value of the real property to be acquired prior to the date of valuation caused by the public improvement for the property which is to be acquired or by the likelihood that the property would be acquired for such public improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant; and
- d. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits to which the owner may be entitled to receive under an agreement with the City of San Diego.

Additional information regarding the property is provided in (Exhibit D). It is the City’s hope that this offer is acceptable and we can proceed with the purchase of the easement area. However, if you are not satisfied with the City’s offer of just compensation, you will be given reasonable opportunity to present relevant material, which the City will carefully consider. A response to this offer would be appreciated by September 10, 2018.

Corporate Office  
4167 Avenida de la Plata, Oceanside, CA 92056  
P: (760) 758-1562 | F: (760) 560-1662 | E: info@clarklandresources.com

If you have any questions regarding this offer, please call me at (858) 405-6559.

Sincerely,



Michael Managan  
Project Manager  
Clark Land Resources

Offer received: By: Izear Williams

Date: August 8, 2018

Offer accepted: By: \_\_\_\_\_

Date: \_\_\_\_\_





Exhibit B

EXHIBIT A  
LEGAL DESCRIPTION  
GENERAL UTILITY EASEMENT  
APN 345-012-15

A portion of Parcel 2 of Parcel Map 17892 in the City of San Diego, County of San Diego, State of California according to Map filed in the Office of the County Recorder of San Diego County on August 6, 1997, described as follows:

A strip of land, 30.00 feet in width, lying 15.00 feet on each side of the following described centerline:

COMMENCING at the southeast corner of said Parcel 2; thence northerly along the easterly line thereof North  $00^{\circ}30'31''$  East, 52.11 to the TRUE POINT OF BEGINNING; thence leaving said easterly line South  $82^{\circ}42'45''$  West, 273.90 feet to a point on a curve in the southwesterly line of said Parcel 2 having a radius of 60.00 feet to which a radial line bears North  $78^{\circ}13'43''$  East and the POINT OF TERMINUS. Said POINT OF TERMINUS being also on the Right of Way of Executive Drive, as dedicated per Parcel Map 12473.

The sidelines of said strip shall be prolonged or shortened so as to begin on the easterly line and end on the westerly and southerly lines of Parcel 2.

Excepting therefrom any portion not within said Parcel 2.

Also Excepting therefrom the portions lying within the following existing Easements granted to the City of San Diego:

#8 Sewer-Drainage-Slope Easement per Map 12473 and

#12 Tunnel Easement recorded March 3, 1995 as Doc. No. 1995-0093861, both of official records.

PORTIONS ACQUIRED CONTAINING: 2,620.4 square feet or 0.060 acre, more or less.

ATTACHED HERETO IS DRAWING NO. 40466-B, LABELED EXHIBIT 'B' AND BY THIS REFERENCE MADE A PART HEREOF.

This description was prepared by me or under my direction.


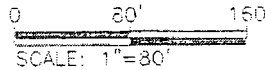
  
Mark D Macfarlane PLS 8960  
MBI JN 157879 MBI-2  
MAY 14, 2018  
PTS 585291  
I.O. B-15141.02.01  
CITY DWG NO. 40466-B



Exhibit B  
**EXHIBIT 'B'**

APN: 345-012-15  
OWNER: ARE-NEXUS CENTRE II, LLO



**LEGEND**  
( ) RECORD DATA PER PARCEL 2 PM 17892  
POC POINT OF COMMENCEMENT  
TPOB TRUE POINT OF BEGINNING  
POT POINT OF TERMINUS

GENERAL UTILITY EASEMENT PARCELS-  
PORTIONS OF 30 FOOT STRIP ACQUIRED  
TOTAL = 2,820.4 SF (0.050 AC)  
PARCEL A AREA = 2,087.6 SF (0.048 AC)  
PARCEL B AREA = 532.8 SF (0.012 AC)  
(PORTIONS WITHIN EASEMENT B & 12 EXCEPTED)

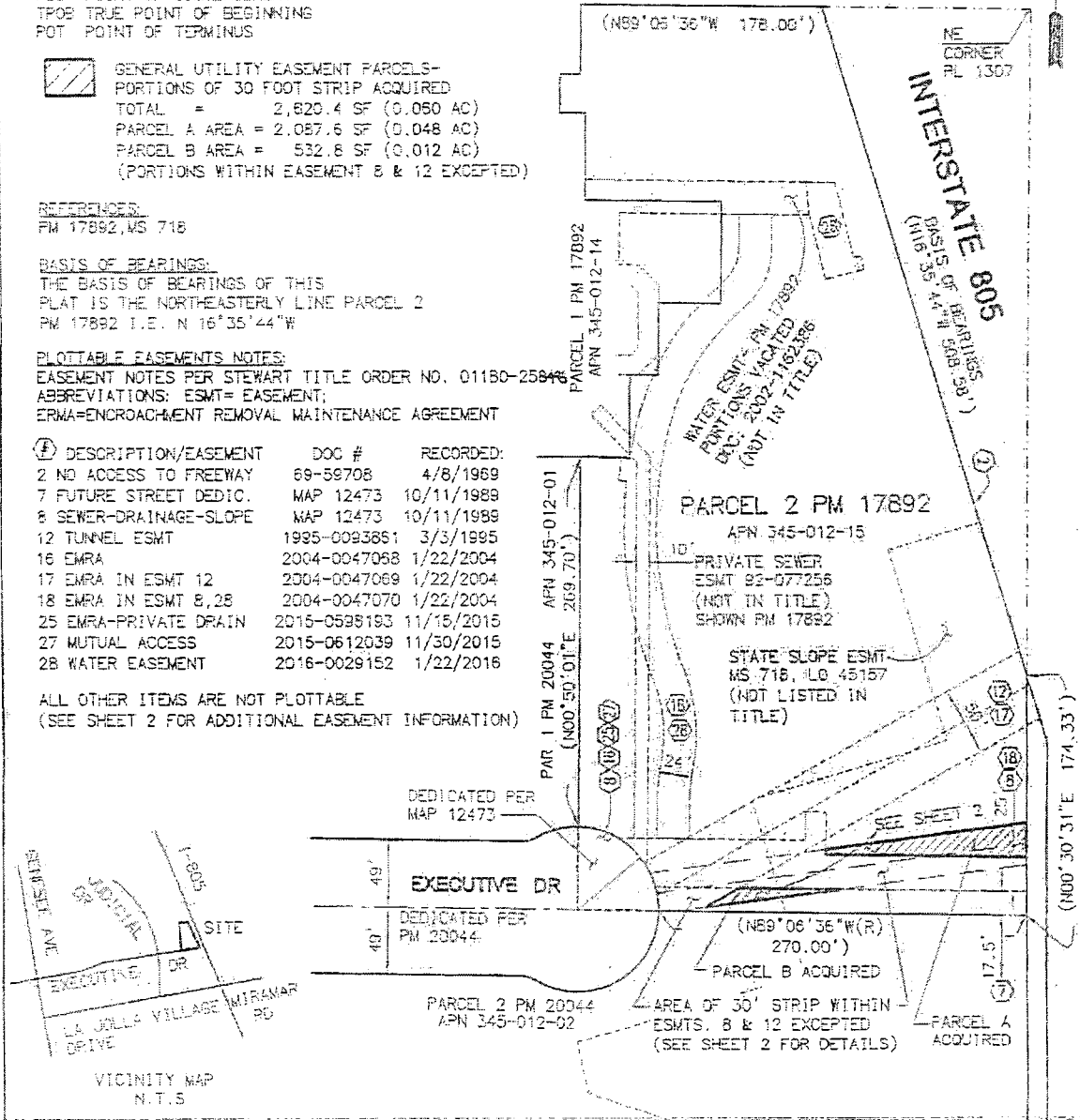
**REFERENCES:**  
PM 17892, MS 718

**BASIS OF BEARINGS:**  
THE BASIS OF BEARINGS OF THIS  
PLAT IS THE NORTHEASTERLY LINE PARCEL 2  
PM 17892 I.E. N 16°35'44"W

**PLOTTABLE EASEMENTS NOTES:**  
EASEMENT NOTES PER STEWART TITLE ORDER NO. 01180-25846  
ABBREVIATIONS: ESMT= EASEMENT;  
ERMA=ENCROACHMENT REMOVAL MAINTENANCE AGREEMENT

DESCRIPTION/EASEMENT	DOC #	RECORDED:
2 NO ACCESS TO FREEWAY	89-59708	4/8/1969
7 FUTURE STREET DEDIC.	MAP 12473	10/11/1989
8 SEWER-DRAINAGE-SLOPE	MAP 12473	10/11/1989
12 TUNNEL ESMT	1995-0093861	3/3/1995
16 EMRA	2004-0047068	1/22/2004
17 EMRA IN ESMT 12	2004-0047069	1/22/2004
18 EMRA IN ESMT 8, 28	2004-0047070	1/22/2004
25 EMRA-PRIVATE DRAIN	2015-0598193	11/15/2015
27 MUTUAL ACCESS	2015-0612039	11/30/2015
28 WATER EASEMENT	2016-0029152	1/22/2016

ALL OTHER ITEMS ARE NOT PLOTTABLE  
(SEE SHEET 2 FOR ADDITIONAL EASEMENT INFORMATION)



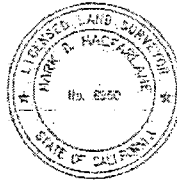
**Michael Baker**

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

157879-MS12  
revEXEC 805 B  
SHEET.DWG

5.14.2018

MARK D. MACFARLANE PLS 8950

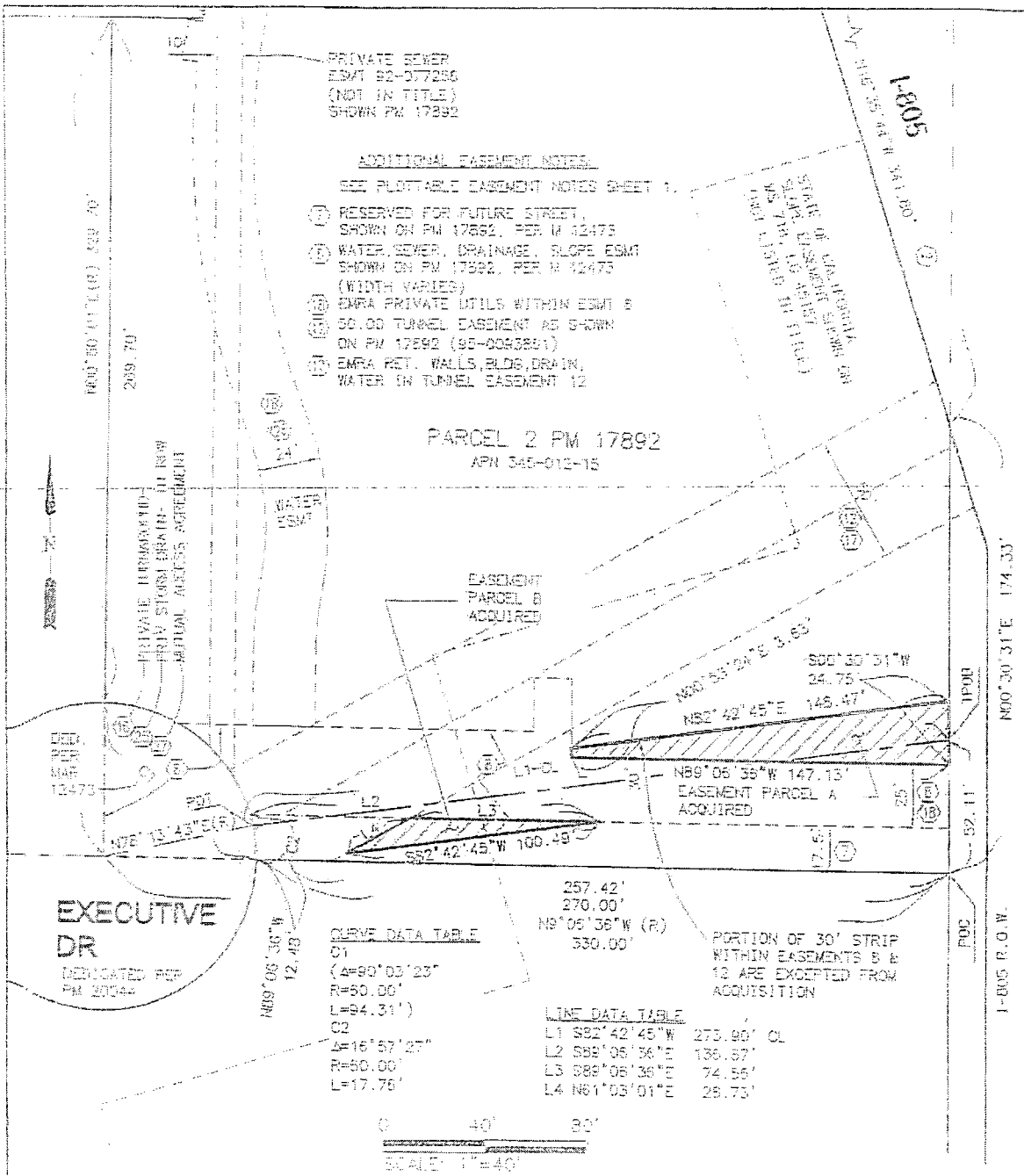


RESOLUTION NO. \_\_\_\_\_  
ADOPTED \_\_\_\_\_  
DOCUMENT NO. \_\_\_\_\_  
RECORDED \_\_\_\_\_

**GENERAL UTILITY EASEMENT  
PORTION OF PARCEL 2 PARCEL MAP 17892**

DESCRIPTION	BY	APPROVED	DATE	FILED	CITY OF SAN DIEGO, CALIFORNIA SHEET 1 OF 2 SHEET(S)	PTS 585291 I.O. B-15141.02.01
1ST SUB 8.3.17	MSI					1898-6267
REV LIMITS 9.21.17	MSI					CGS 83 COORDINATES
TYPE/NOTES 10.24.17	MSI					258-1707
2ND SUB 1.17.18	MSI					NAD27 COORDINATES
EXCL #12 AREA 4.17.18	MSI					40466-1-B
FINAL MYLAR 5.14.2018	MSI					
STATUS						

EXHIBIT 'B'



157579-MB12  
 revEXEC 805 E  
 SHEET.DWG

INTERNATIONAL  
 9755 CLAREMONT NEISA BLVD  
 SAN DIEGO, CALIFORNIA 92124-1324  
 PHONE: 858.614.5000

RESOLUTION NO. \_\_\_\_\_

ADOPTED \_\_\_\_\_

DOCUMENT NO. \_\_\_\_\_

RECORDED \_\_\_\_\_

GENERAL UTILITY EASEMENT  
 PORTION OF PARCEL 2 PARCEL MAP 17892

DESCRIPTION	BY	APPROVED DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	PTS 585291
1ST SUB 8.3.17	MBI			SHEET 2 OF 2 SHEET(S)	I.O. B-15141.02.01
REV LIMITS 9.21.17	MBI				1898-6257
TYPE/NOTES 10.24.17	MBI				CGS 83 COORDINATES
2ND SUB 1.17.18	MBI			<i>Robert R. ...</i> 7/18/18	258-1707
EXCL #10 AREA 4.17.18	MBI			FOR CITY LAND SURVEYOR DATE	NAD27 COORDINATES
FINAL MYLAR 5.14.2018	MBI				40466-2-B
				STATUS	

Exhibit C

APPRAISAL SUMMARY STATEMENT

The fair market value for the property to be acquired is based upon an appraisal prepared in accordance with accepted appraisal principals and procedures. Recent sales of comparable properties were utilized to estimate value by the sales comparison approach. Full consideration is given to the subject property's zoning, development potential, and physical characteristics.

BASIC PROPERTY DATA

*OWNER:* ARE - Nexus Centre II, LLC

*SUBJECT PROPERTY ADDRESS:* 4767 Nexus Centre Drive, San Diego, CA 92131

*ASSESSOR'S PARCEL NUMBER:* 345-012-15

*PRESENT USE:* Single-user office/flex/R&D building

*HIGHEST AND BEST USE:* *As Vacant:* To develop the site with office/flex/R&D improvements consistent with zoning and land use.  
*As Improved:* Continued use as improved with an office/flex use.

*PROPERTY CONSIDERED FOR ACQUISITION:* Partial acquisition for the San Diego Pure Water Project.

*INTEREST VALUED:* Fee simple interest in establishing the larger parcel; and permanent easement.

*DATE OF APPRAISAL:* June 20, 2018

*APPLICABLE ZONING:* IP-1-1 (Industrial Park), City of San Diego.

*APPLICABLE LAND USE:* The City of San Diego General Plan Land Use Map designates the property for "Industrial Employment" use.

*IMPROVEMENTS:* The site is improved with a two-story office/R&D building. The building's estimated gross building area was 65,280 square feet and it was constructed in 2006. The proposed project does not impact the building improvement.

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*TOTAL PROPERTY AREA:*

Larger Parcel:	3.796± acres
Portion Sought (Permanent Easement):	2,620 Sq. Ft; (0.060± acre)

Exhibit C

BASIS OF APPRAISAL

The sales comparison approach was used to develop an opinion of the fair market value of the subject land.

Sales Comparison Approach

The sales comparison approach compares sales of similar properties to the property being appraised. The following table is a summary of the sales considered most comparable to the subject property land.

COMPARABLE LAND SALE SUMMARY						
Comp No.	Location	Rec. Date Doc. No.	Sale Price	Size (SF)	Price/ SF	Price/ SF*
1	9514 Towne Centre Drive San Diego	05/27/17 0288924	\$4,700,000	87,120	\$53.95	\$57.72
2	4930 Directors Place, Sorrento Mesa, SD	4/21/16 0366203	\$8,000,000	191,664	\$41.74	\$48.00
3	3050 Callan Road, Torrey Pines, San Diego	03/24/17 0134792	\$4,970,100	121,968	\$40.75	\$44.42
4	5902 Kearny Villa Road San Diego	02/02/15 0044736	\$10,819,000	258,311	\$41.88	\$42.55
5	SWC Van Allen Way & Faraday Ave. Carlsbad	08/22/16 0432268	\$4,100,000	133,729	\$30.66	\$33.20
6	1901 Wright Place & Palomar Oaks Carlsbad	05/29/16 0324016	\$4,350,000	167,706	\$25.94	\$29.83
7	5170 Mercury Place San Diego	12/01/16 0659268	\$1,650,000	60,113	\$27.45	\$30.74

\*Reflects conditions of sale and market conditions adjusted sales price

RECOMMENDED COMPENSATION FOR REQUIRED PROPERTY

Value of the Larger Parcel (Land Only)	\$8,267,700	
Value of the Portion Sought (A)	\$65,500	\$65,500
Value of the Remainder as Part of the Whole		\$8,202,200
Value of the Remainder in the After Condition, Before Benefits		\$8,202,200
Severance Damages		\$0
Value of the Remainder in the After Condition, After Benefits		\$8,202,200
<b>Total Appraised Just Compensation</b>		<b>\$65,500</b>

**Permanent General Utility Easement (A):** The Right-of-Way map identified the permanent easement area as 2,620 square feet (SF). The portion sought was valued as follows: \$50/SF, times 2,620 SF, times 50% loss of the total ownership bundle of rights, equals **\$65,500**.

**Site Improvements:** Representatives of the City of San Diego stated that construction of this segment of the project will use tunneling to install the pipeline and there will be no impacts to the surface of the site. Therefore, no site improvements will be impacted by the project.



Exhibit C

**DEFINITION OF FAIR MARKET VALUE**

(See Code of Civil Procedure 1263.320, a & b)

(a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

(b) The fair market value of property taken for which there is no relevant comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

APPRAISED BY: Mark Hendrickson, MAI, AG041338  
Ted Hendrickson, MAI, AG004974

APPRAISAL FIRM: **Hendrickson Appraisal Company, Inc.**  
Real Estate Appraisers and Consultants  
3530 Camino Del Rio N. Suite 205  
San Diego, CA 92108

PREPARED BY (Signature): 

NAME (Printed): Mark J. Hendrickson, MAI

DATE: July 27, 2018

## EXHIBIT D

### ADDITIONAL INFORMATION RELATING TO THE PURCHASE OF REAL PROPERTY OR AN INTEREST THEREIN

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the California Relocation Assistance and Real Property Acquisition Guidelines require that each owner from whom the City of San Diego purchases real property or an interest therein, or each tenant owning improvements on said property, be provided with a summary of the appraisal of the real property or interest therein, as well as the following information.

1. You are entitled to receive full payment prior to vacating, if applicable, the real property being purchased unless you have heretofore waived such entitlement. You are not required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes which are allocable to any period subsequent to the passage of title or possession of the property, if applicable, to the City.
2. The holders of liens, deeds of trust or other security interests in your property, and/or any lessees or tenants of your property, may be entitled to all or a portion of the consideration to be paid by the City for your property in accordance with the particular contract(s) existing between you (the owner) and the lienholder or lessee/tenant.
3. Whenever a portion of a parcel of property is to be acquired by the City for public use, and the remainder, or a portion of the remainder, will be left in such size, shape or condition as to constitute an uneconomic remnant, the City shall offer to acquire the remnant if the owner so desires. An "uneconomic remnant" is a parcel of real property in which the owner retains an interest after partial acquisition of the property and which has little or no utility or value to the owner.
4. All buildings, structures and other improvements affixed to the land described in the reference documents and owned by the grantor(s) herein or, if applicable, owned by you as a tenant, are being conveyed unless other disposition of these improvements has been made.
5. The market value of the property, or rights therein, being purchased is based upon a market value appraisal which is summarized in the Appraisal Summary Statement and such amount:
  - a. Is the full amount believed by the City to be just compensation for the property, or property rights, to be acquired;
  - b. Is not less than the approved appraisal of the fair market value of the property, or property rights, as improved;

EXHIBIT D

- c. Disregards any decrease or increase in the fair market value of the real property, or property rights, to be acquired prior to the date of valuation caused by the public improvement for which the property, or property rights, is to be acquired or by the likelihood that the property, or property rights, would be acquired for such public improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant; and
  - d. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits to which the owner may be entitled to receive under an agreement with the City of San Diego, except for an amount to compensate the owner for loss of goodwill, if any.
6. Pursuant to Civil Code of Procedure Section 1263.025 should you elect to obtain an independent appraisal, the City will pay for the actual reasonable costs of the appraisal up to a maximum amount of \$ 5,000, subject to the following conditions;
  - a. You, not the City, must order the appraisal. Should you enter into a contract with a selected appraiser the City of San Diego will not be party to the contract.
  - b. The selected appraiser must be licensed with the Office of Real Estate Appraisers (OREA).
  - c. Appraisal cost reimbursement requests must be made in writing and submitted to the City of San Diego Real Estate Assets Department, 1200 Third Ave., Suite 1700, San Diego, CA 92120 within 90 days of the earliest of the following:
    - (1) The date the selected appraiser requests payment from you for the appraisal;
    - or, (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal. Copies of the contract (if a contract was made), appraisal report, and invoice for completed work by the appraiser must be provided to the City concurrent with submission of the appraisal cost reimbursement request. The costs must be reasonable and justifiable and reimbursement will not exceed \$5,000.
7. The definition of "fair market value" is defined within eminent domain law (at California Code of Civil Procedure section 1263.320) as "the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for doing so, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available."
8. The owner of a business being conducted on the property to be acquired, or conducted on the remaining property which will be affected by the purchase of the required property, may be entitled to compensation for the loss of good will. "Goodwill" consists of the benefits that accrue to a business as a result of its location, reputation or dependability, skill or quality, and any other circumstances resulting in probable retention of old or acquisition of new patronage. Entitlement to compensation for loss of goodwill is

EXHIBIT D

contingent upon the business owner's ability to prove such loss in accordance with the provisions of sections 1263.510 and 1263.520 of the California Code of Civil Procedure, which read as follows:

§1263.510. Required Proofs.

- (a) The owner of a business conducted on a property taken or on the remainder if such property is part of a larger parcel, shall be compensated for loss of goodwill if the owner proves all of the following:
  - (1) The loss is caused by the taking of the property or the injury to the remainder.
  - (2) The loss cannot reasonably be prevented by a relocation of the business or by taking steps and adopting procedures that a reasonably prudent person would take and adopt in preserving the goodwill.
  - (3) Compensation for the loss will not be included in payments under section 7262 of the Government Code.
  - (4) Compensation for the loss will not be duplicated in the compensation otherwise awarded to the owner.
- (b) Within the meaning of this article, "goodwill" consists of the benefits that accrue to a business as a result of its location, reputation or dependability, skill or quality, and any other circumstances resulting in probable retention of old or acquisition of new patronage.

§1263.520. State Tax Returns to Be Made Available.

The owner of a business who claims compensation under this article shall make available to the court, and the court shall, upon such terms and conditions as will preserve their confidentiality, make available to the plaintiff, the state tax returns of the business for audit for confidential use solely for the purpose of determining the amount of compensation under this article. Nothing in this section affects any right a party may otherwise have to discovery or to require the production of documents, papers, books and accounts."

9. If you ultimately elect to reject the City's offer for your property or property rights therein, you are entitled to have the amount of compensation for said property, or rights therein, determined by a court of law in accordance with the eminent domain laws of the State of California.

## PURCHASE AND SALE AGREEMENT

[North City Morena Blvd Pump Station and Pipeline Project, WBS #B-15141]

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into by and between ARE-NEXUS CENTRE II, LLC, a Delaware limited liability company ("SELLER"), and THE CITY OF SAN DIEGO, a California municipal corporation ("BUYER"), to be effective as of the date when signed by the parties and approved by the San Diego City Attorney (the "Effective Date"), as follows:

1. **Authorization.** BUYER is authorized to acquire this real property interest pursuant to San Diego Municipal Code section 22.3110 and Capital Improvement Project WBS B-15141 identified and appropriated through the previously adopted Capital Improvements Program Budgets, along with the annual appropriations ordinances therefor.
2. **Purchase and Sale: Easement.** SELLER is the owner of that certain real property, with an address of 4767 Nexus Center Drive, San Diego California 92121, and which is identified by Assessor's Parcel No. 345-012-15 ("Property").
  - a. **Easement.** Under the terms and conditions of this Agreement, SELLER shall convey to BUYER, and BUYER shall acquire from SELLER a permanent easement and right-of-way in, upon, over, under, and across the Property (the "Easement") to construct, reconstruct, maintain, operate, repair, and replace underground utilities and pipelines and related appurtenances, as more specifically shown on the easement deed attached hereto as **Exhibit A** (the "Easement Deed").
3. **Open Escrow.** BUYER shall open an escrow (the "Escrow") with Stewart Title Company (the "Escrow Holder"), located at 7676 Hazard Center Drive, Suite 1400, San Diego, CA, within ten (10) days, or other date mutually acceptable to both parties, after the Effective Date ("Opening of Escrow") and shall deliver to Escrow Holder the fully executed Agreement (or Counterparts thereof). Escrow Holder shall provide escrow services for the transaction contemplated by this Agreement.
4. **Purchase Price.** The consideration for SELLER's grant of the Easement shall be the one time of payment of sixty five thousand and five hundred dollars (\$65,500) ("Purchase Price").
5. **Submissions to Escrow.** Within ten (10) business days after Opening of Escrow, SELLER shall deliver to Escrow the signed and notarized Easement Deed, and BUYER shall deliver to Escrow the Purchase Price.
6. **Survey: Environmental Investigation.** Prior to the Closing Date (as defined below), BUYER, at BUYER's sole expense, may conduct a current survey of the Property and such environmental investigations of the Property as BUYER may deem appropriate. SELLER hereby grants permission to BUYER, its officers, employees, agents and contractors to enter upon and occupy the Property prior to the Closing Date for the purpose of conducting such survey, environmental investigations, and all other reasonable investigations related to this Agreement.

7. SELLER's Responsibilities. Seller shall make reasonable efforts to comply with BUYER's reasonable requests for documents pertaining to the Property, subject to reasonable cost limitations and confidentiality restrictions.
8. Further Cooperation. Each party shall execute and deliver to the Escrow Holder all instruments and documents reasonably required by the other party or the Escrow Holder to consummate the transaction contemplated by this Agreement.
9. Closing. The closing of Escrow shall be held at the Escrow Holder's office on or before a date that is mutually satisfactory to both BUYER and SELLER (the "Closing Date").
10. Title. At the closing of Escrow, SELLER shall deliver to Escrow Holder a recordable Easement Grant Deed substantially in the form attached hereto as **Exhibit A**.

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  - a) Escrow Costs. BUYER shall pay: (i) escrow fees, (ii) recording fees, (iii) title insurance charges, (iv) reconveyance fees, and (v) trustees' or forwarding fees for any reconveyance of deed of trust or release of mortgage incurred in this transaction.
11. Amendments. The terms and provisions of this Agreement may only be modified or amended pursuant to a written instrument signed by all parties hereto.
12. Successors and Assigns. This Agreement shall inure to and bind the successors and assigns of the parties. The Easement shall run with the land and the conveyance thereof shall bind and inure to the benefit of the respective successors and assigns of the parties to this Agreement.
13. Assignment. This Agreement may not be assigned in whole or in part by either party without the other party's prior written consent.
14. Partial Invalidity. If any term, covenant, condition, or provision of this Agreement is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
15. Survival. Any obligation which accrues under this Agreement prior the closing of Escrow or the termination of this Agreement shall survive the closing of Escrow or such termination.
16. Entire Agreement. This Agreement represents the entire agreement between the parties for the purchase and sale of the Easement, and supersedes all prior negotiations, representations or agreements, either oral or written.
17. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same instrument.
18. Notices. Any notice required or permitted to be given by one party to another party shall be addressed to the parties as follows:

BUYER: THE CITY OF SAN DIEGO

Attention: Cybele L. Thompson

Real Estate Assets Department

1200 Third Avenue, Suite 1700, MS51A

San Diego, California 92101-4199

SELLER: ARE-NEXUS CENTRE II, LLC

4767 Nexus Center Drive

San Diego California 92121

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]*

IN WITNESS WHEREOF, this Agreement is executed by the following individuals, who represent to the other party(ies) by their signatures below, that they are authorized to execute and bind the BUYER and SELLER to this Agreement.

Date: \_\_\_\_\_

ARE-NEXUS CENTRE II, LLC, a Delaware limited liability company

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

THE CITY OF SAN DIEGO, a California municipal corporation

BY: \_\_\_\_\_

Name: CYBELE L. THOMPSON

Title: Director, Real Estate Assets

*Approved as to Form:*

MARA W. ELLIOTT, San Diego City Attorney

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



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

345	012	15	PTN
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SPACE ABOVE THIS LINE FOR RECORDER'S USE

### GENERAL UTILITY 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,

**ARE-NEXUS CENTRE II, LLC, a Delaware limited liability company (Grantor),**

HEREBY GRANT 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 utilities and pipelines**, 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, their heirs and assigns, reserve 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 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.

**ARE-NEXUS CENTRE II, LLC,**  
a Delaware limited liability company

By:

\_\_\_\_\_  
\_\_\_\_\_  
Print Name and Title

Dated \_\_\_\_\_ By \_\_\_\_\_  
Cybele L. Thompson, Director  
Real Estate Assets Department

Approved as to form this \_\_\_ day of \_\_\_\_\_, 2018.

MARA W. ELLIOT, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

EXHIBIT A  
LEGAL DESCRIPTION  
GENERAL UTILITY EASEMENT  
APN 345-012-15

A portion of Parcel 2 of Parcel Map 17892 in the City of San Diego, County of San Diego, State of California according to Map filed in the Office of the County Recorder of San Diego County on August 6, 1997, described as follows:

A strip of land, 30.00 feet in width, lying 15.00 feet on each side of the following described centerline:

COMMENCING at the southeast corner of said Parcel 2; thence northerly along the easterly line thereof North  $00^{\circ}30'31''$  East, 52.11 to the TRUE POINT OF BEGINNING; thence leaving said easterly line South  $82^{\circ}42'45''$  West, 273.90 feet to a point on a curve in the southwesterly line of said Parcel 2 having a radius of 60.00 feet to which a radial line bears North  $78^{\circ}13'43''$  East and the POINT OF TERMINUS. Said POINT OF TERMINUS being also on the Right of Way of Executive Drive, as dedicated per Parcel Map 12473.

The sidelines of said strip shall be prolonged or shortened so as to begin on the easterly line and end on the westerly and southerly lines of Parcel 2.

Excepting therefrom any portion not within said Parcel 2.

Also Excepting therefrom the portions lying within the following existing Easements granted to the City of San Diego:

#8 Sewer-Drainage-Slope Easement per Map 12473 and  
#12 Tunnel Easement recorded March 3, 1995 as Doc. No. 1995-0093861,  
both of official records.

PORTIONS ACQUIRED CONTAINING: 2,620.4 square feet or 0.060 acre, more or less.

ATTACHED HERETO IS DRAWING NO. 40466-B, LABELED EXHIBIT 'B' AND BY THIS REFERENCE MADE A PART HEREOF.

This description was prepared by me or under my direction.


  
Mark D Macfarlane PLS 8960  
MBI JN 157879 MBI-2  
MAY 14, 2018  
PTS 585291  
I.O. B-15141.02.01  
CITY DWG NO. 40466-B




EXHIBIT 'B'

APN: 345-012-15  
OWNER: ARE-NEXUS CENTRE II, LLC

0 30' 150'  
SCALE: 1"=80'

LEGEND

( ) RECORD DATA PER PARCEL 2 PM 17892  
POC POINT OF COMMENCEMENT  
TPOB TRUE POINT OF BEGINNING  
POT POINT OF TERMINUS

 GENERAL UTILITY EASEMENT PARCELS-  
PORTIONS OF 30 FOOT STRIP ACQUIRED  
TOTAL = 2,620.4 SF (0.060 AC)  
PARCEL A AREA = 2,087.6 SF (0.048 AC)  
PARCEL B AREA = 532.8 SF (0.012 AC)  
(PORTIONS WITHIN EASEMENT B & 12 EXCEPTED)

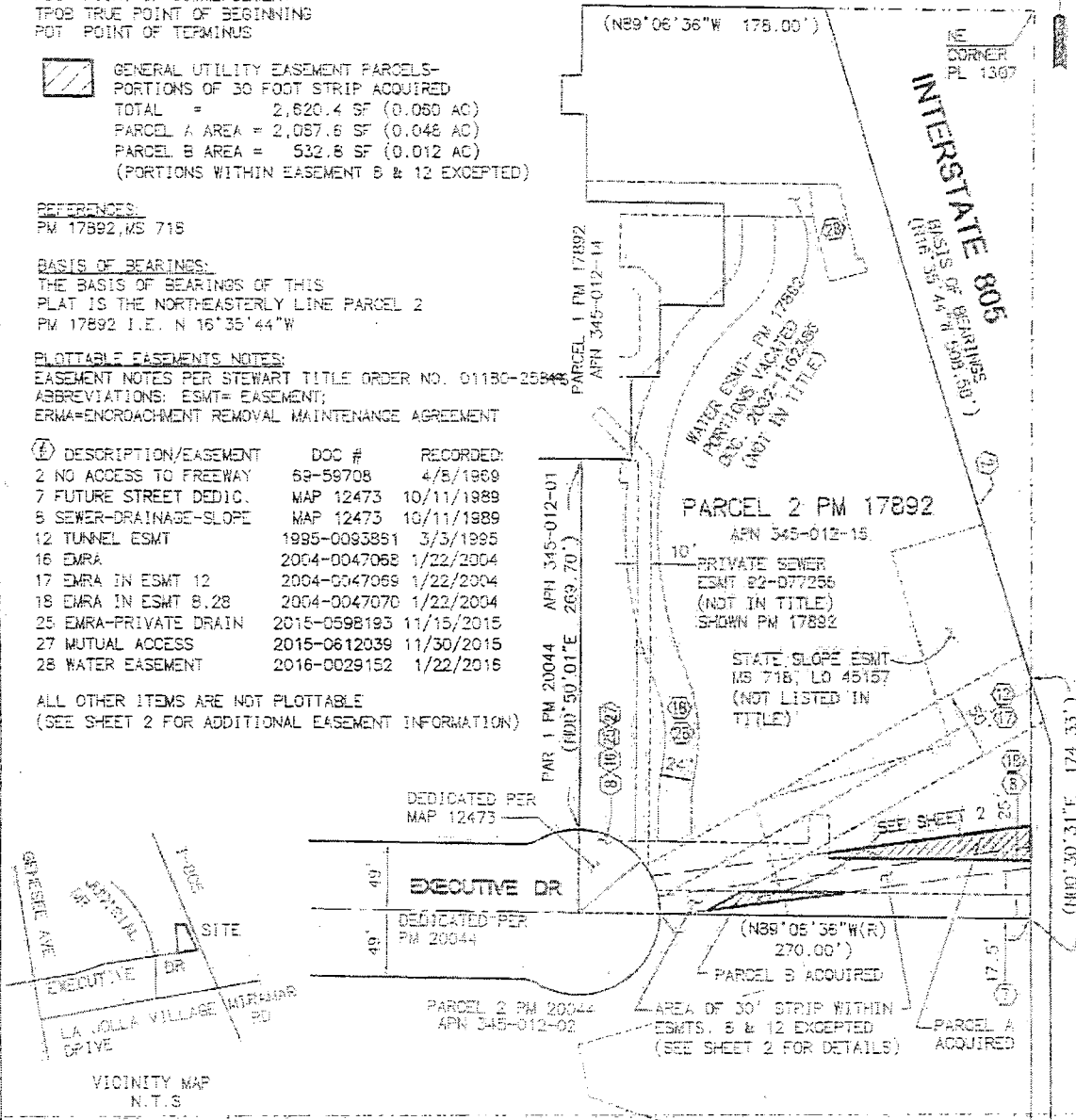
REFERENCES:  
PM 17892, MS 718

BASIS OF BEARINGS:  
THE BASIS OF BEARINGS OF THIS  
PLAT IS THE NORTHEASTERLY LINE PARCEL 2  
PM 17892 I.E. N 16°35'44"W

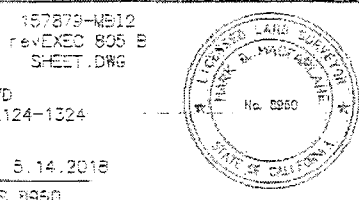
PLOTTABLE EASEMENTS NOTES:  
EASEMENT NOTES PER STEWART TITLE ORDER NO. 01150-2584  
ABBREVIATIONS: ESMT= EASEMENT;  
ERMA=ENCROACHMENT REMOVAL MAINTENANCE AGREEMENT

DESCRIPTION/EASEMENT	DOC #	RECORDED:
2 NO ACCESS TO FREEWAY	59-59708	4/5/1959
7 FUTURE STREET DEDIC.	MAP 12473	10/11/1989
8 SEWER-DRAINAGE-SLOPE	MAP 12473	10/11/1989
12 TUNNEL ESMT	1995-0093891	3/3/1995
16 EMRA	2004-0047068	1/22/2004
17 EMRA IN ESMT 12	2004-0047069	1/22/2004
18 EMRA IN ESMT 8.28	2004-0047070	1/22/2004
25 EMRA-PRIVATE DRAIN	2015-0598193	11/15/2015
27 MUTUAL ACCESS	2015-0612039	11/30/2015
28 WATER EASEMENT	2016-0029152	1/22/2016

ALL OTHER ITEMS ARE NOT PLOTTABLE  
(SEE SHEET 2 FOR ADDITIONAL EASEMENT INFORMATION)



**Michael Baker International**  
157879-NB12  
REVEXEC 805 B  
SHEET.DWG  
9755 CLAIREMONT MESA BLVD  
SAN DIEGO, CALIFORNIA 92124-1324  
PHONE: 858.614.5000  
5.14.2018  
MARK D. MACFARLANE PLS 8960

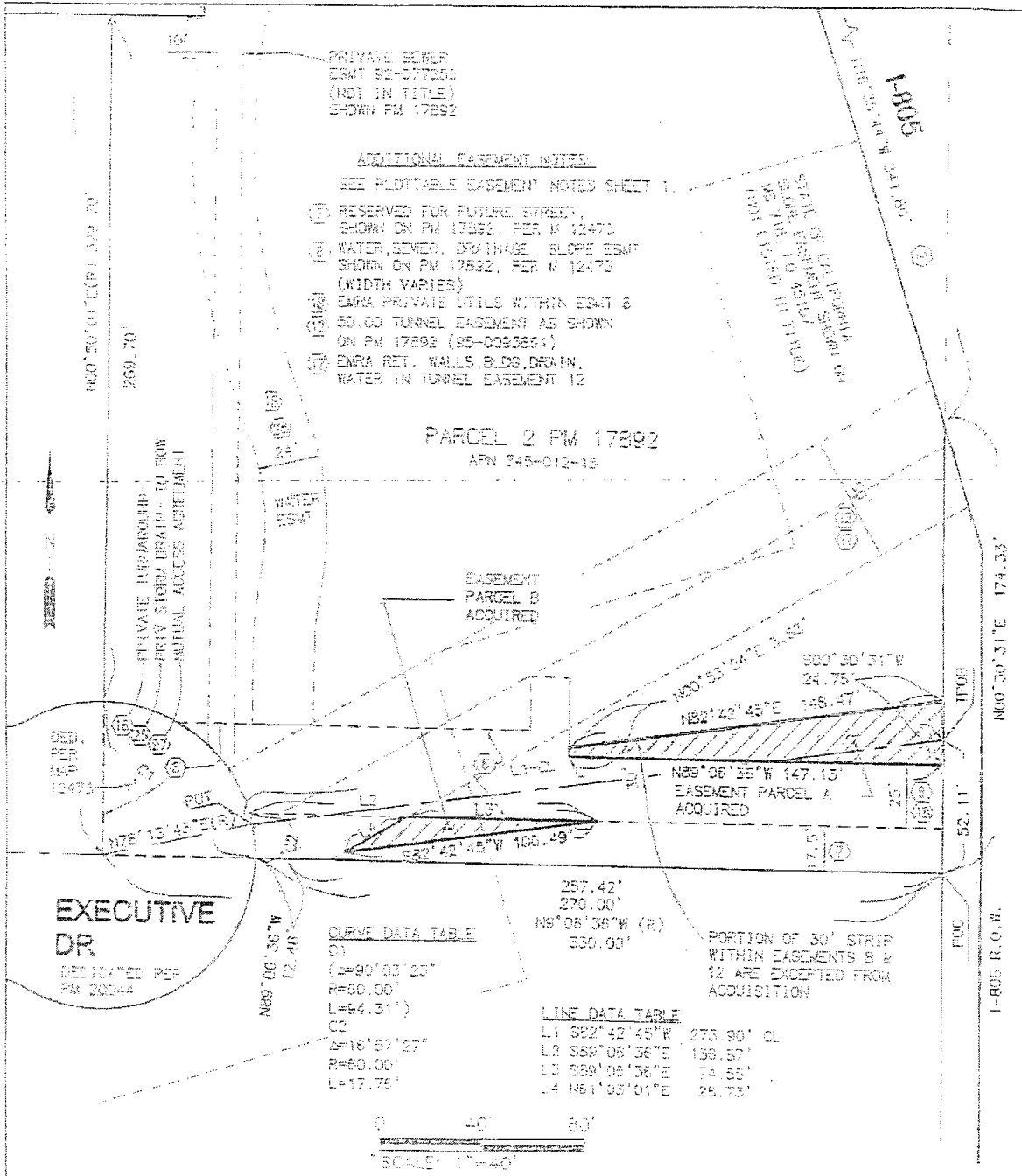


RESOLUTION NO. \_\_\_\_\_  
ADOPTED \_\_\_\_\_  
DOCUMENT NO. \_\_\_\_\_  
RECORDED \_\_\_\_\_

GENERAL UTILITY EASEMENT  
POTION OF PARCEL 2 PARCEL MAP 17892

DESCRIPTION	BY	APPROVED	DATE	FILED	CITY OF SAN DIEGO, CALIFORNIA	PTS
1ST SUB 8.3.17	MBI				SHEET 1 OF 2 SHEET(S)	585291
REV LIMITS 9.21.17	MBI					J.O. 8-13-141.02.01
TYPE/NOTES 10.24.17	MBI					1898-8257
2ND SUB 1.17.18	MBI					DCS 53 COORDINATES
EXCL #12 AREA 4.17.18	MBI					258-1707
FINAL MYLAR 5.14.2018	MBI					NAD27 COORDINATES
STATUS						40466-1-B

# EXHIBIT 'B'



<p>157879-MB12 REVISED 809 B SHEET.DWG</p> <p>INTERNATIONAL 9755 CLAIREMONT MESA BLVD SAN DIEGO, CALIFORNIA 92124-1334 PHONE: 858.614.5000</p>	RESOLUTION NO. _____ ADOPTED _____ DOCUMENT NO. _____ RECORDED _____
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GENERAL UTILITY EASEMENT POTION OF PARCEL 2 PARCEL MAP 17892			
DESCRIPTION	BY (APPROVED/DATE FILED)	CITY OF SAN DIEGO, CALIFORNIA	PTS 525291
1ST SUB 9.3.17	MB1	SHEET 2 OF 2 SHEET(S)	J.O. 9-15141.02.01
REV LIMITS 9.21.17	MB1		1598-5257
TYPE/NOTES 10.24.17	MB1	<i>Richard R. ...</i>	CCS 53 COORDINATES
2ND SUB 1.17.18	MB1	FOR CITY LAND SURVEYOR	DATE 7/3/18
EXCL #12 AREA 4.17.18	MB1		355-1707
FINAL MYLAR 5.14.2018	MB1		NAD83 COORDINATES
	STATUS		40466-2-B

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

345	012	15	PTN
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SPACE ABOVE THIS LINE FOR RECORDER'S USE

### GENERAL UTILITY 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,

**ARE-NEXUS CENTRE II, LLC, a Delaware limited liability company (Grantor),**

HEREBY GRANT 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 utilities and pipelines**, 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, their heirs and assigns, reserve 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 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.

**ARE-NEXUS CENTRE II, LLC,**  
a Delaware limited liability company

By:

\_\_\_\_\_

Print Name and Title

Dated \_\_\_\_\_ By \_\_\_\_\_  
Cybele L. Thompson, Director  
Real Estate Assets Department

Approved as to form this \_\_\_ day of \_\_\_\_\_, 2018.

MARA W. ELLIOT, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

EXHIBIT A  
LEGAL DESCRIPTION  
GENERAL UTILITY EASEMENT  
APN 345-012-15

A portion of Parcel 2 of Parcel Map 17892 in the City of San Diego, County of San Diego, State of California according to Map filed in the Office of the County Recorder of San Diego County on August 6, 1997, described as follows:

A strip of land, 30.00 feet in width, lying 15.00 feet on each side of the following described centerline:

COMMENCING at the southeast corner of said Parcel 2; thence northerly along the easterly line thereof North  $00^{\circ}30'31''$  East, 52.11 to the TRUE POINT OF BEGINNING; thence leaving said easterly line South  $82^{\circ}42'45''$  West, 273.90 feet to a point on a curve in the southwesterly line of said Parcel 2 having a radius of 60.00 feet to which a radial line bears North  $78^{\circ}13'43''$  East and the POINT OF TERMINUS. Said POINT OF TERMINUS being also on the Right of Way of Executive Drive, as dedicated per Parcel Map 12473.

The sidelines of said strip shall be prolonged or shortened so as to begin on the easterly line and end on the westerly and southerly lines of Parcel 2.

Excepting therefrom any portion not within said Parcel 2.

Also Excepting therefrom the portions lying within the following existing Easements granted to the City of San Diego:

#8 Sewer-Drainage-Slope Easement per Map 12473 and  
#12 Tunnel Easement recorded March 3, 1995 as Doc. No. 1995-0093861,  
both of official records.

PORTIONS ACQUIRED CONTAINING: 2,620.4 square feet or 0.060 acre, more or less.

ATTACHED HERETO IS DRAWING NO. 40466-B, LABELED EXHIBIT 'B' AND BY THIS REFERENCE MADE A PART HEREOF.

This description was prepared by me or under my direction.


  
Mark D MacFarlane PLS 8960  
MBI JN 157879 MBI-2  
MAY 14, 2018  
PTS 585291  
I.O. B-15141.02.01  
CITY DWG NO. 40466-B



EXHIBIT 'B'

APN: 345-012-15  
 OWNER: ARE-NEXUS CENTRE 11, LLC



LEGEND

- ( ) RECORD DATA PER PARCEL 2 PM 17892
- POC POINT OF COMMENCEMENT
- TPOB TRUE POINT OF BEGINNING
- POT POINT OF TERMINUS

GENERAL UTILITY EASEMENT PARCELS-  
 PORTIONS OF 30 FOOT STRIP ACQUIRED  
 TOTAL = 2,620.4 SF (0.060 AC)  
 PARCEL A AREA = 2,067.6 SF (0.048 AC)  
 PARCEL B AREA = 532.8 SF (0.012 AC)  
 (PORTIONS WITHIN EASEMENT 8 & 12 EXCEPTED)

REFERENCES:

PM 17892, MS 718

BASIS OF BEARINGS:

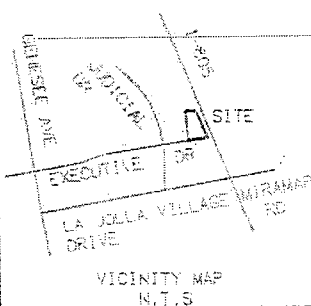
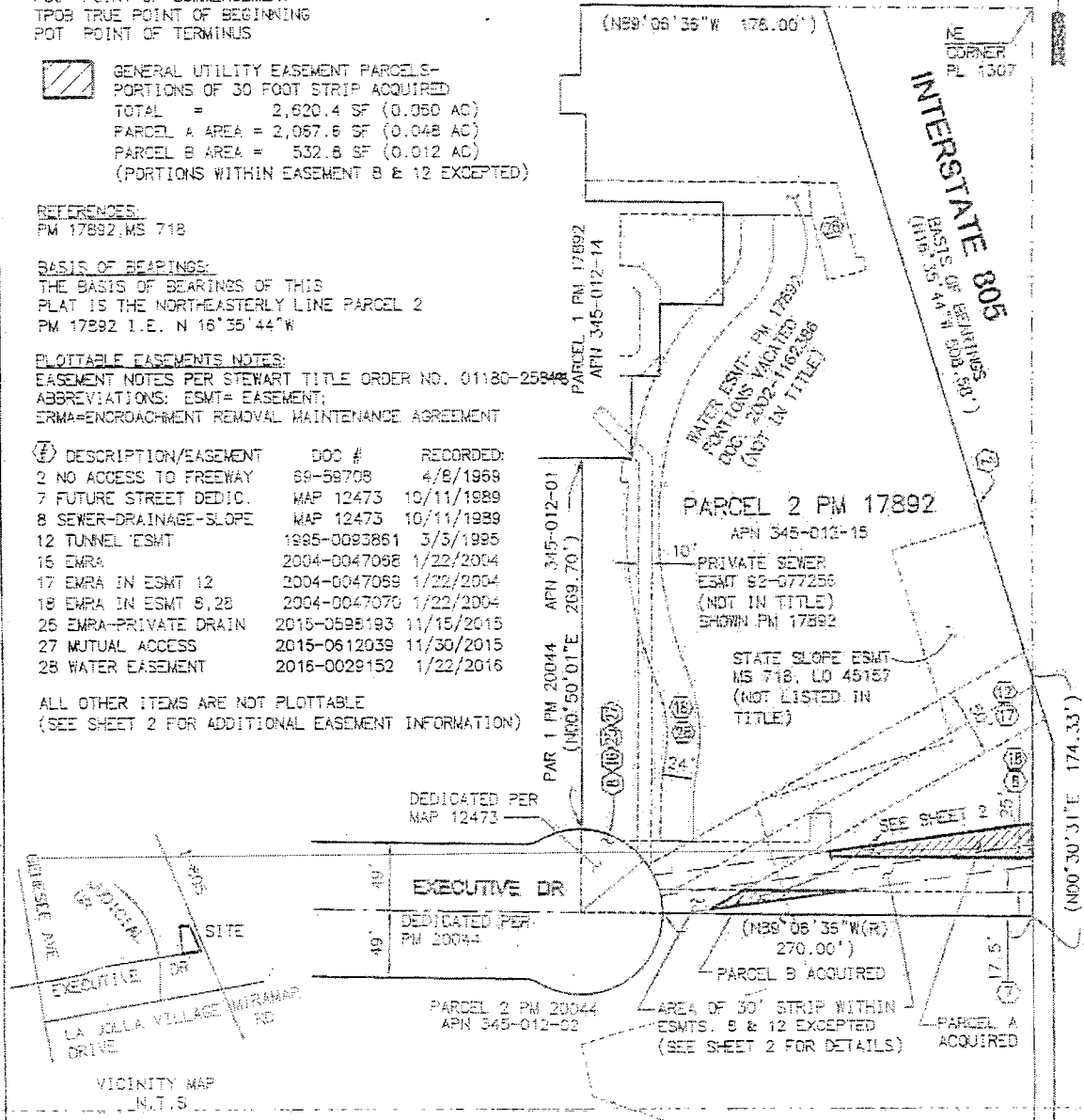
THE BASIS OF BEARINGS OF THIS  
 PLAT IS THE NORTHEASTERLY LINE PARCEL 2  
 PM 17892 I.E. N 16°35'44"W

PLOTTABLE EASEMENTS NOTES:

EASEMENT NOTES PER STEWART TITLE ORDER NO. 01180-25848  
 ABBREVIATIONS: ESMT= EASEMENT;  
 ERMA=ENCROACHMENT REMOVAL MAINTENANCE AGREEMENT

DESCRIPTION/EASEMENT	DOC #	RECORDED:
2 NO ACCESS TO FREEWAY	89-59708	4/8/1966
7 FUTURE STREET DEDIC.	MAP 12473	10/11/1989
8 SEWER-DRAINAGE-SLOPE	MAP 12473	10/11/1989
12 TUNNEL ESMT	1985-0093861	3/5/1995
16 EMRA	2004-0047058	1/22/2004
17 EMRA IN ESMT 12	2004-0047059	1/22/2004
18 EMRA IN ESMT 8,28	2004-0047070	1/22/2004
25 EMRA-PRIVATE DRAIN	2015-0598193	11/15/2015
27 MUTUAL ACCESS	2015-0612039	11/30/2015
28 WATER EASEMENT	2016-0029152	1/22/2016

ALL OTHER ITEMS ARE NOT PLOTTABLE  
 (SEE SHEET 2 FOR ADDITIONAL EASEMENT INFORMATION)



**Michael Baker International**  
 197578-MB12  
 REVISED 805 B  
 SHEET.DWG  
 9755 CLAIROMONT MESA BLVD  
 SAN DIEGO, CALIFORNIA 92124-1324  
 PHONE: 858.614.5000  
 5.14.2015  
 MARK D. MACFARLANE PLS 8960

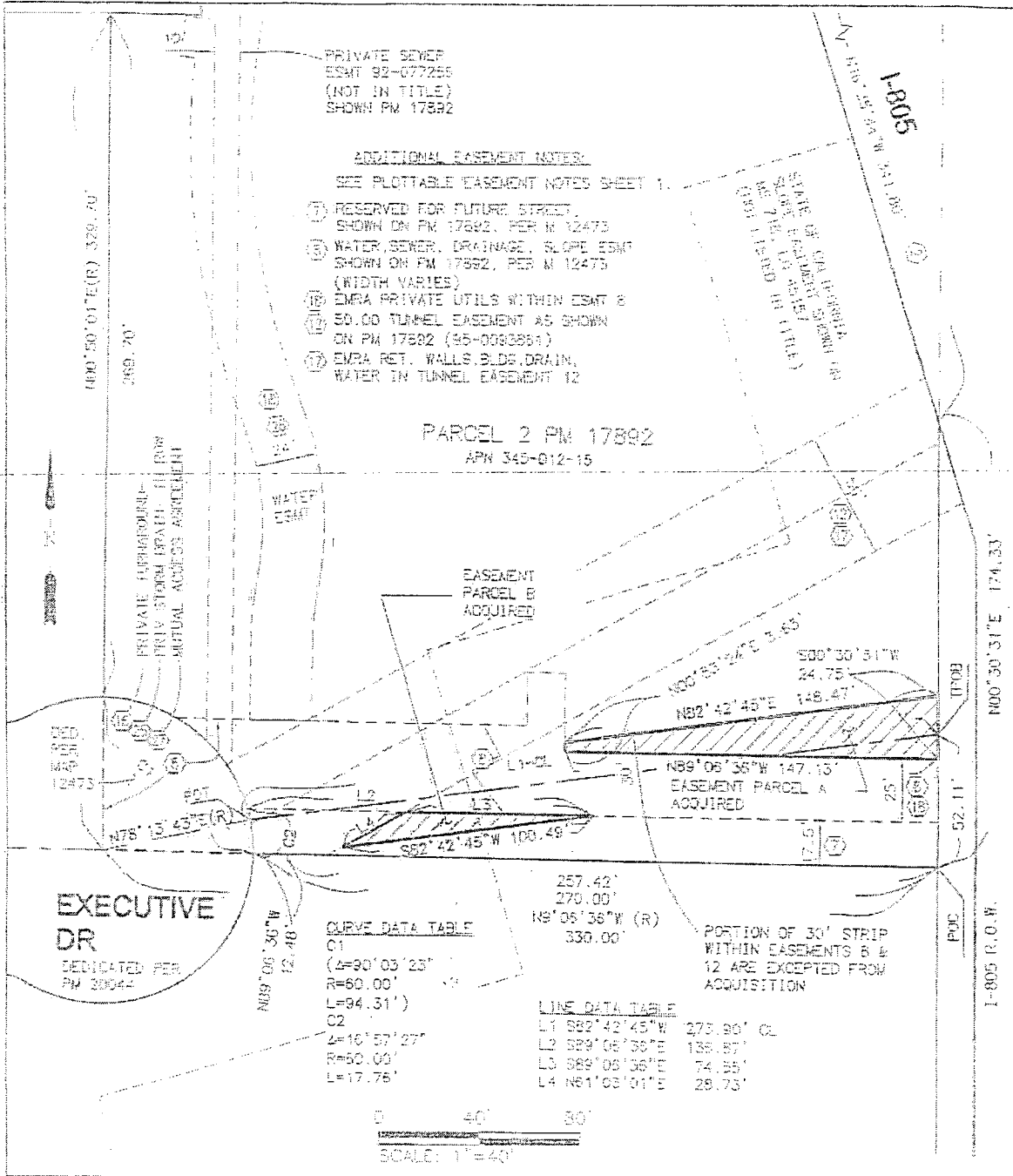


RESOLUTION NO. \_\_\_\_\_  
 ADOPTED \_\_\_\_\_  
 DOCUMENT NO. \_\_\_\_\_  
 RECORDED \_\_\_\_\_

GENERAL UTILITY EASEMENT  
 PORTION OF PARCEL 2 PARCEL MAP 17892

DESCRIPTION	BY	APPROVED DATE	FILED	CITY OF SAN DIEGO, CALIFORNIA	PTS 585291
1ST SUB 5.3.17	MBI			SHEET 1 OF 2 SHEET(S)	I.D. B-15141.02.01
REV LIMITS 9.21.17	MBI				1896-8267
TYPE/NOTES 10.24.17	MBI			<i>Mark D. MacFarlane</i> 7/5/18	CCS 63 COORDINATES
2ND SUB 1.17.18	MBI			FOR CITY LAND SURVEYOR DATE	258-1707
EXCL #12 AREA 4.17.18	MBI				NAD83 COORDINATES
FINAL MYLAR 5.14.2018	MBI				40466-1-B
STATUS					

EXHIBIT 'B'



**Michael Baker** 157879-MB12  
 INTERNATIONAL revEXEC 805 B  
 8755 CLAREMONT MESA BLVD SHEET.DWG  
 SAN DIEGO, CALIFORNIA 92124-1324  
 PHONE: 659.614.5000

RESOLUTION NO. \_\_\_\_\_  
 ADOPTED \_\_\_\_\_  
 DOCUMENT NO. \_\_\_\_\_  
 RECORDED \_\_\_\_\_

GENERAL UTILITY EASEMENT  
 PORTION OF PARCEL 2 PARCEL MAP 17892

DESCRIPTION	BY	APPROVED	DATE	FILED	CITY OF SAN DIEGO, CALIFORNIA	PTS
1ST SUB	8.3.17	MB1			SHEET 2 OF 2 SHEET(S)	585291
REV LIMITS	9.21.17	MB1				1.0. B-1514.02.01
TYPE/NOTES	10.24.17	MB1				1898-6267
2ND SUB	1.17.18	MB1			<i>Frank R. 1/7</i>	DGS 83 COORDINATES
EXCL #12 AREA	4.17.18	MB1			FOR CITY LAND SURVEYOR	DATE
FINAL MYLAR	5.14.2018	MB1				258-1707
STATUS						NACS7 COORDINATES
						40466-2-B



The City of San Diego  
**COMPTROLLER'S CERTIFICATE**

**CERTIFICATE OF UNALLOTTED BALANCE**

ORIGINATING CC 3000011516  
 DEPT. NO.: 1613

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: \_\_\_\_\_

Purpose: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_  
 COMPTROLLER'S DEPARTMENT

FUND OVERRIDE

**CERTIFICATION OF UNENCUMBERED BALANCE**

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$1,612,900.00

Vendor: State Condemnation Fund

Purpose: To authorize the expenditure of funds not to exceed \$1,612,900.00 to the State Condemnation Fund for eminent domain proceedings for the acquisition of easements for the Pure Water North City Project.

Date: September 28, 2018 By: Yeshi Bezuneh  
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA

Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
1	B16035	700010	NOT_RELEVANT_GRANT	512200	OTHR-00000000-WU	2013	2013180001	B-16035.03.02	\$684,000.00
2	B16035	700010	NOT_RELEVANT_GRANT	512200	OTHR-00000000-WU	2013	2013180001	B-16035.03.02	\$98,100.00
3	B16035	700010	NOT_RELEVANT_GRANT	512200	OTHR-00000000-WU	2013	2013180001	B-16035.03.02	\$109,000.00
4	B16035	700010	NOT_RELEVANT_GRANT	512200	OTHR-00000000-WU	2013	2013180001	B-16035.03.02	\$650,000.00
5	B15141	700009	NOT_RELEVANT_GRANT	512200	OTHR-00000000-PR	2012	2012111215	B-15141.03.02	\$51,090.00
6	B15141	700010	NOT_RELEVANT_GRANT	512200	OTHR-00000000-PR	2012	2012111215	B-15141.03.02	\$14,410.00
7	B15141	700009	NOT_RELEVANT_GRANT	512200	OTHR-00000000-PR	2012	2012111215	B-15141.03.02	\$3,432.00
8	B15141	700010	NOT_RELEVANT_GRANT	512200	OTHR-00000000-PR	2012	2012111215	B-15141.03.02	\$968.00
9	B15141	700009	NOT_RELEVANT_GRANT	512200	OTHR-00000000-PR	2012	2012111215	B-15141.03.02	\$1,482.00
10	B15141	700010	NOT_RELEVANT_GRANT	512200	OTHR-00000000-PR	2012	2012111215	B-15141.03.02	\$418.00
TOTAL AMOUNT									\$1,612,900.00

Passed by the Council of The City of San Diego on OCT 30 2018, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Barbara Bry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lorie Zapf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Ward	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Myrtle Cole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Alvarez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Georgette Gomez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage OCT 30 2018.

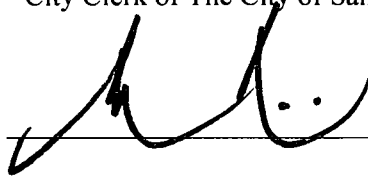
**(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)**

AUTHENTICATED BY:

KEVIN L. FAULCONER  
Mayor of The City of San Diego, California.

(Seal)

ELIZABETH S. MALAND  
City Clerk of The City of San Diego, California.

By  \_\_\_\_\_, Deputy

Office of the City Clerk, San Diego, California  
Resolution Number R- 312038