

COPY

CITY OF SAN DIEGO

Lease

CALTRANS

LOCATION 1

DOCUMENT NO. RR-279827-1
APR 27 1992
FILED _____
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

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CITY OF SAN DIEGO
FLAT RATE LEASE

THIS LEASE AGREEMENT is executed between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called "CITY," and THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, hereinafter called "LESSEE."

SECTION 1: USES

- 1.1 Premises. CITY hereby leases to LESSEE and LESSEE leases from CITY all of that certain real property situated in the City of San Diego, County of San Diego, State of California, described in Exhibit "A" attached hereto and by this reference made part of this agreement. Said real property is hereinafter called the "premises" or "leased premises."
- 1.2 Uses. It is expressly agreed that the premises are leased to LESSEE solely and exclusively for the purposes of the construction, maintenance and operation of a park and ride site comprised of 100 parking spaces for persons traveling in carpools or other ride-sharing vehicles, and for such other related or incidental purposes as may be first approved in writing by the City Manager and for no other purpose whatsoever. LESSEE will be responsible for the posting of signs designating the specified parking site.

LESSEE covenants and agrees to use the premises for the above-specified purposes and to diligently pursue said purposes throughout the term hereof. Failure to continuously use the premises for said purposes, or the use thereof for purposes not expressly authorized herein, shall be grounds for termination by CITY.
- 1.3 Related Council Actions. By the granting of this lease, neither CITY nor the Council of CITY is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to development or operation of the premises. Discretionary action includes, but is not limited to rezonings, variances, environmental clearances or any other governmental agency approvals which may be required for the development and operation of the leased premises.
- 1.4 Quiet Possession. LESSEE, performing the covenants and agreements herein, shall at all times during the term peaceably and quietly have, hold and enjoy the premises. If CITY for any reason cannot deliver possession of the premises to LESSEE at the commencement of the term, or if during the lease term LESSEE is temporarily dispossessed through action or claim of a title superior to CITY'S, then and in either of such events, this lease shall not be voidable nor shall CITY be liable to LESSEE for any loss or damage resulting therefrom.

1.5 Easements and Reservations.

- a. CITY hereby reserves all rights, title and interest in any and all subsurface natural gas, oil, minerals and water on or within the premises.
- b. CITY reserves the right to grant and use easements or to establish and use rights-of-way over, under, along and across the leased premises for utilities, thoroughfares, or access as it deems advisable for the public good.
- c. CITY has the right to enter the premises for the purpose of making repairs to or developing municipal resources and services.

However, CITY shall not unreasonably or substantially interfere with LESSEE'S use of the premises and will reimburse LESSEE for physical damages, if any, to the permanent improvements located on the leased premises resulting from CITY exercising the rights reserved in this section. CITY will pay the costs of maintenance and repair of all CITY installations made pursuant to these reserved rights.

1.6 Competent Management. Throughout the term of this Lease Agreement, LESSEE shall provide competent management of the leased premises to the satisfaction of the City Manager. For the purposes of this paragraph, "competent management" shall mean demonstrated ability in the management and operation of a park-and-ride site and related activities in a fiscally responsible manner.

1.7 Operation of Facilities. LESSEE, to best serve the public, will operate the Park & Ride facility seven days a week, twenty-four hours a day. LESSEE shall diligently and in a creditable manner furnish services to the public in conformity with all applicable rules and regulations of the City of San Diego. LESSEE, its successors or assignees, shall not charge a fee for use of the park and ride facility.

1.8 Political Activities. The leased premises shall be used exclusively for the purposes specified in Section 1, Uses, hereof. The premises shall not be used for working or campaigning for the nomination or election of any individual to any public office, be it partisan or nonpartisan. Provided, however, that LESSEE shall not be precluded from providing a forum for open public debate by candidates such as occurs at a "candidate forum" and similar events.

1.9 Public Use. The general public shall not be wholly or permanently excluded from any portion of the premises. LESSEE may develop reasonable restrictions for the facility use provided they are consistent with the rights of the general public, and are designed

to allow LESSEE to use the premises for the purposes specified herein. LESSEE agrees that all activities conducted on the premises will be as stated in Section 1.2, Uses, hereof.

LESSEE shall, at all times during the lease term, maintain a CITY-approved sign identifying the property as City-owned and available for public use consistent with the terms of this lease. The sign shall be installed by LESSEE at a location agreeable to CITY.

SECTION 2: TERM

- 2.1 Commencement. The term of this agreement shall be for 20 years commencing on the first day of the calendar month following execution by the City Manager. "Lease year" as used in this lease shall mean the 12-month period commencing on the first day of the calendar month following the execution of this lease by the City Manager.
- 2.2 Holdover. Any holding over by LESSEE after expiration or termination shall not be considered as a renewal or extension of this lease. The occupancy of the premises after the expiration or termination of this agreement constitutes a year-to-year tenancy, and all other terms and conditions of this agreement shall continue in full force and effect.
- 2.3 Surrender of Premises. At termination of this lease for any reason, LESSEE shall deliver the premises free and clear of all liens and encumbrances, and in a decent, safe and sanitary condition.

If LESSEE fails or refuses to deliver possession of the property, the CITY may prepare and record a notice reciting LESSEE'S failure to execute this lease provision and the notice will be conclusive evidence of the termination of this lease and all LESSEE'S rights to the premises.

SECTION 3: CONSIDERATION

- 3.1 Consideration. The total consideration will consist of the development of parking space site in accordance with the design plans attached hereto as Exhibit B. The work will be performed by LESSEE or its contractors.

SECTION 4: ASSIGNMENT

- 4.1 Time is of Essence; Provisions Binding on Successors. Time is of the essence of all of the terms, covenants and conditions of this lease and, except as otherwise provided herein, all of the terms, covenants and conditions of this lease shall apply to, benefit and

bind the successors and assigns of the respective parties, jointly and individually.

- 4.2 Assignment and Subletting. LESSEE shall not assign this lease, or any interest therein, and shall not sublet the premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person, except employees, agents and guests of LESSEE, to use or occupy the premises or any part thereof, without the prior written consent of the City Manager in each instance. A consent to assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Any such assignment or subletting without such consent shall be void, and shall, at the option of CITY, terminate this lease. This lease shall not, nor shall any interest therein, be assignable, as to the interest of LESSEE, by operation of law, without the written consent of the City Manager.

"Assignment," for the purposes of this clause shall include any transfer of any ownership interest in this lease by LESSEE.

Approval of any assignment or sublease shall be conditioned upon the assignee or sublessee agreeing in writing that it will assume the rights and obligations thereby assigned or subleased and that it will keep and perform all covenants, conditions and provisions of this agreement which are applicable to the rights acquired. The City Manager may require, as a condition to approval of any sublease or assignment, that the proposed sublessee or assignee pay rent to CITY to equal the full fair market rent justifiable at the date of such proposed sublease or assignment and that this lease or the requested sublease otherwise be revised to comply with standard CITY lease requirements that are then current.

- 4.3 Encumbrance. LESSEE may not encumber this lease, its leasehold estate, and its improvements thereon by deed of trust, mortgage, chattel mortgage, or other security instrument during the term hereof.

- 4.4 Defaults and Remedies.

- a. Default. In the event that LESSEE shall default in the performance of any covenant or condition required by this lease to be performed by LESSEE and shall fail to cure said default within thirty (30) days following written notice thereof from CITY; or if any such default is not curable within thirty (30) days, shall fail to commence to cure the default(s) within said thirty-day period and diligently pursue such cure to completion, then CITY may, at its option, without further notice or demand upon LESSEE or upon any person claiming rights through LESSEE, immediately terminate this lease and all rights of LESSEE and of all persons claiming rights through LESSEE to the premises or to possession thereof; and CITY may enter and take possession of the

premises. Provided, however, in the event that any default described in Section 4.4a.(1), Default and Remedies, hereof, is not curable within thirty (30) days after notice to LESSEE, CITY shall not terminate this lease pursuant to the default.

- b. Abandonment by LESSEE. Even though LESSEE has breached the lease and abandoned the property, this lease shall continue in effect for so long as CITY does not terminate this lease, and CITY may enforce all its rights and remedies hereunder.
- c. Waiver. Any CITY waiver of a default is not a waiver of any other default. Any waiver of a default must be in writing and be executed by the City Manager in order to constitute a valid and binding waiver. CITY delay or failure to exercise a remedy or right is not a waiver of that or any other remedy or right under this lease. The use of one remedy or right for any default does not waive the use of another remedy or right for the same default or for another or later default. CITY and LESSEE specifically agree that the property constituting the premises is CITY-owned and held in trust for the benefit of the citizens of the City of San Diego and that any failure by the City Manager or CITY staff to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but CITY shall at all times, subject to applicable statute of limitations, have the legal right to require the cure of any default when and as such defaults are discovered or when and as the City Council directs the City Manager to take action or require the cure of any default after such default is brought to the attention of the City Council by the City Manager or by any concerned citizen.

4.5 Eminent Domain. If all or part of the premises are taken through condemnation proceedings or under threat of condemnation by any public authority with the power of eminent domain, the interests of CITY and LESSEE (or beneficiary or mortgagee) will be as follows:

- a. In the event the entire premises are taken, this lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- b. In the event of a partial taking, if, in the opinion of CITY, the remaining part of the premises is unsuitable for the lease operation, this lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- c. In the event of a partial taking, if, in the opinion of CITY, the remainder of the premises is suitable for continued lease operation, this lease shall terminate in regard to the portion taken on the date of the transfer of title or possession to

the condemning authority, whichever first occurs, but shall continue for the portion not taken.

- d. Award. Monies awarded in any such taking shall belong to CITY, whether such taking results in diminution in value of the leasehold or the fee or both; provided, however, LESSEE shall be entitled to the remaining unamortized amount of its initial capital improvement costs reduced by five percent per year - straight line. CITY shall have no liability to LESSEE for any award not provided by the condemning authority.
- e. Transfer. CITY has the right to transfer CITY'S interests in the premises in lieu of condemnation to any authority entitled to exercise the power of eminent domain. If a transfer occurs, LESSEE shall retain whatever interest it may have in the fair market value of any improvements placed by it on the premises in accordance with this lease.
- f. No Inverse Condemnation. The exercise of any CITY right under this lease shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon CITY for inverse condemnation.

SECTION 5: INSURANCE RISKS/SECURITY

- 5.1 Indemnity. LESSEE shall at all times assume the defense of, relieve, indemnify, protect, and save CITY and any and all of its boards, officers, agents, and employees harmless from any and all claims and demands, actions, proceedings, losses, liens, costs, judgments, civil fines, and penalties of any nature whatsoever in regard to or resulting from the use of the premises, including but not limited to expenses incurred in legal actions, death, injury, or damage that may be caused directly or indirectly by:
 - a. any unsafe or defective condition in or on the premises of any nature whatsoever which may exist by reason of any act, omission, neglect, or any use or occupation of the premises;
 - b. any operation, use, or occupation conducted on the premises;
 - c. any act, omission, or negligence on the part of LESSEE, its employees, agents, sublessees, invitees, licensees; or
 - d. any failure by LESSEE to comply or secure compliance with any of the lease terms or conditions.
- 5.2 Insurance. LESSEE will at all times during the term of this agreement take out and keep in force at its own expense:
 - a. Public liability insurance to protect LESSEE and CITY, their officers, agents and employees against any liability to the public, incident to the use of, or resulting from injury to,

or death of any person caused by or resulting from the installation, maintenance or use of said "Park and Ride" area in the amount of not less than \$2 million to indemnify against the claim of one person and in the amount of not less than \$3 million against the claims of more than one person resulting from any one occurrence;

- b. Property damage liability insurance to protect LESSEE and CITY, their officers, agents and employees against any liability for damage to property caused by or resulting from the installation, maintenance, or use of said "Park and Ride" area in the amount of not less than \$3 million for each occurrence.
- c. Modification. CITY, at its discretion, may require revision of amounts and coverages at any time during the term by giving LESSEE sixty (60) days' prior written notice. CITY'S requirements shall be designed to assure protection from and against the kind and extent of risk existing on the premises. LESSEE also agrees to obtain any additional insurance required by CITY for new improvements, in order to meet the requirements of this lease.

- 5.3 Waste, Damage, or Destruction. LESSEE agrees to give notice to CITY of any fire or other damage that may occur on the leased premises within ten (10) days of such fire or damage. LESSEE agrees not to commit or suffer to be committed any waste or injury or any public or private nuisance, to keep the premises clean and clear of refuse and obstructions, and to dispose of all garbage, trash, and rubbish in a manner satisfactory to CITY. If the leased premises shall be damaged by any cause which puts the premises into a condition which is not decent, safe, healthy and sanitary, LESSEE agrees to make or cause to be made full repair of said damage and to restore the premises to the condition which existed prior to said damage; or, at CITY'S option, LESSEE agrees to clear and remove from the leased premises all debris resulting from said damage and rebuild the premises in accordance with plans and specifications previously submitted to CITY and approved in writing in order to replace in kind and scope the operation which existed prior to such damage, using for either purpose the insurance proceeds as set forth in Section 5.2, Insurance, hereof.

LESSEE agrees that preliminary steps toward performing repairs, restoration, or replacement of the premises shall be commenced by LESSEE within thirty (30) days, and the required repairs, restoration, or replacement shall be completed within a reasonable time thereafter.

SECTION 6: IMPROVEMENTS/ALTERATIONS/REPAIRS

- 6.1 Acceptance of Premises. By signing this lease, LESSEE represents and warrants that it has independently inspected the premises and

made all tests, investigations, and observations necessary to satisfy itself of the condition of the premises. LESSEE agrees it is relying solely on such independent inspection, tests, investigations, and observations in making this lease. LESSEE further acknowledges that the premises are in the condition called for by this lease, that CITY has performed all work with respect to the premises, and that LESSEE does not hold CITY responsible for any defects in the premises.

- 6.2 Entry and Inspection. CITY reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of the same, or to protect its interests in the premises, or to inspect the operations conducted thereon. In the event that such entry or inspection by CITY discloses that said premises are not in a decent, safe, healthy, and sanitary condition, CITY shall have the right, after ten (10) days written notice to LESSEE, to have any necessary maintenance work done at the expense of LESSEE, and LESSEE hereby agrees to pay promptly any and all costs incurred by CITY in having such necessary maintenance work done, in order to keep said premises in a decent, safe, healthy, and sanitary condition. The rights reserved in this section shall not create any obligations on CITY or increase obligations elsewhere in this lease imposed on CITY.
- 6.3 Maintenance. LESSEE agrees to assume full responsibility and cost for the operation and maintenance of the premises throughout the term. LESSEE will perform all such repairs and replacements necessary to maintain and preserve the premises in a decent, safe, healthy and sanitary condition satisfactory to CITY and in compliance with all applicable laws. Appropriate codes and standards of CITY, state and federal agencies shall be observed in all maintenance, repairs and replacements on the premises.
- 6.4 Improvements/Alterations. No improvements, structures, or installations shall be constructed on the premises, and the premises may not be altered by LESSEE without prior written approval by the City Manager. Further, LESSEE agrees that major structural or architectural design alterations to approved improvements, structures, or installations may not be made on the premises without prior written approval by the City Manager and that such approval shall not be unreasonably withheld. This provision shall not relieve LESSEE of any obligation under this lease to maintain the premises in a decent, safe, healthy, and sanitary condition, including structural repair and restoration of damaged or worn improvements. CITY shall not be obligated by this lease to make or assume any expense for any improvements or alterations.
- 6.5 Utilities. LESSEE agrees to order, obtain, and pay for all utilities and service and installation charges in connection with the development and operation of the leased premises. All utilities will be installed underground.

- 6.6 Liens. LESSEE shall at all times save CITY free and harmless and indemnify CITY against all claims for labor or materials in connection with operations, improvements, alterations, or repairs on or to the premises and the costs of defending against such claims, including reasonable attorney's fees.
- If improvements, alterations, or repairs are made to the premises by LESSEE or by any party other than CITY, and a lien or notice of lien is filed, LESSEE shall within five (5) days of such filing either:
- a. take all actions necessary to record a valid release of lien, or
 - b. file with CITY a bond, cash, or other security acceptable to CITY sufficient to pay in full all claims of all persons seeking relief under the lien.
- 6.7 Taxes. CITY understands that LESSEE, as a legal matter, is exempt, and that CITY shall not be responsible for such taxes.
- 6.8 Signs. LESSEE agrees not to erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising without the prior written consent of CITY. If any such unauthorized item is found on the premises, LESSEE agrees to remove the item at its expense within 24 hours notice thereof by CITY, or CITY may thereupon remove the item at LESSEE'S cost.
- 6.9 Ownership of Improvements and Personal Property.
- a. Any and all improvements, trade fixtures, structures, and installations or additions to the premises now existing or constructed on the premises by LESSEE shall at lease expiration or termination be deemed to be part of the premises and shall become, at CITY'S option, CITY'S property, free of all liens and claims except as otherwise provided in this lease.
 - b. If CITY elects not to assume ownership of all or any improvements, trade fixtures, structures and installations, CITY shall so notify LESSEE thirty (30) days prior to termination or One-Hundred-Eighty (180) days prior to expiration, and LESSEE shall remove all such improvements, structures and installations as directed by CITY at LESSEE'S sole cost on or within a reasonable time period after lease expiration or termination. If LESSEE fails to remove any improvements, structures, and installations as directed, LESSEE agrees to pay CITY the full cost of any removal.
 - c. LESSEE-owned machines, appliances, equipment (other than trade fixtures), and other items of personal property shall be removed by LESSEE by the date of the expiration or termination

of this lease. Any said items which LESSEE fails to remove will be considered abandoned and become CITY'S property free of all claims and liens, or CITY may, at its option, remove said items at LESSEE'S expense.

- d. If any removal of such personal property by LESSEE results in damage to the remaining improvements on the premises, LESSEE agrees to repair all such damage.
- e. Notwithstanding any of the foregoing, in the event LESSEE desires to dispose of any of its personal property used in the operation of said premises upon expiration or termination of this lease, then CITY shall have the first right to acquire or purchase said personal property.

- 6.10 Unavoidable Delay. If the performance of any act required of CITY or LESSEE is directly prevented or delayed by reason of strikes, lockouts, labor disputes, funding allocation, unusual governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the party required to perform an act, said party shall be excused from performing that act for the period equal to the period of the prevention or delay. In the event LESSEE or CITY claims the existence of such a delay, the party claiming the delay shall notify the other party in writing of such fact within ten (10) days after the beginning of any such claimed delay.
- 6.11 Development Plan. LESSEE agrees to develop the leased premises in accordance with the General Development Plan attached hereto as Exhibit B and approved by the City Manager and filed in the Office of the City Clerk which plan is hereby incorporated by this reference. The city Manager or his designee shall have the authority to authorize changes to the plan provided that the basic concept may not be modified without City council approval and a document evidencing any approved changes shall be filed in the Office of the City Clerk. Failure by LESSEE to comply with the Development Plan shall constitute a major default and subject this lease to termination by CITY.
- 6.12 Hazardous/Toxic Waste. LESSEE will not allow the installation of underground storage tanks or release of hazardous substances in, on, or under or from the premises. For the purposes of this provision, a release shall include, but not be limited to, any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" shall mean those hazardous substances listed by the Environmental Protection Agency in regularly released reports and any other substances incorporated into the State's list of hazardous substances. A copy of the presently effective EPA and the State lists is on file in the City Clerk's Office as City Clerk Document 769704.

In the event of any release of a hazardous substance, LESSEE shall be responsible for all costs of remediation and removal of such substances in accordance with all applicable rules and regulations of governmental authorities.

LESSEE agrees to assume the defense of, indemnify and hold the CITY harmless from any and all claims, costs and expenses related to environmental liabilities resulting from LESSEE'S operations on the premises, including, but not limited to, costs of environmental assessments, costs of remediation and removal, any necessary response costs, damage for injury to natural resources or the public, and costs of any health assessment or health effect studies.

If LESSEE knows or has reasonable cause to believe, that any hazardous substance has been released on or beneath the premises, LESSEE shall give written notice to the City Manager within ten (10) days of receipt of such knowledge or cause for belief. Provided however, if LESSEE knows, or has reasonable cause to believe that such substance is an imminent and substantial danger to public health and safety, LESSEE shall notify the City Manager immediately upon receipt of this knowledge or belief and shall take all actions necessary to alleviate such danger. LESSEE will notify the City Manager immediately of any notice of violation received or initiation of environmental actions or private suits relative to the premises. In addition, LESSEE and LESSEE'S sublessees shall not utilize or sell any hazardous substance on the property without the prior written consent of the CITY.

At any time within the twelve (12) months before the expiration or earlier termination of this lease, LESSEE at the CITY'S sole option shall cause an environmental assessment of the premises to be completed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. Said environmental assessment shall be obtained at the sole cost and expense of LESSEE and shall establish what, if any, hazardous substances exist on, in or under the premises, and in what quantities. If any hazardous substances exist in quantities greater than that allowed by CITY, County, State, or Federal laws, statutes, ordinances, or regulations, then said environmental assessment shall include a discussion of these substances with recommendations for remediation and removal necessary to effect compliance with those laws or statutes and estimates of the cost of such remediation or removal. LESSEE shall cause the remediation and/or removal recommended in the environmental assessment such that compliance with environmental law is achieved and shall be solely responsible for all cost and expense incurred.

SECTION 7: GENERAL PROVISIONS

7.1 Notices

- a. Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by United States mail, postage prepaid, addressed to LESSEE at the leased premises or at such other address designated in writing by LESSEE; and to CITY as follows:

City Manager
Attention Property Director
City Administration Building
202 "C" Street, M.S. 9B
San Diego, CA 92101-4155

or to any mortgagee, trustee, or beneficiary as applicable, at such appropriate address designated in writing by the respective party.

- b. Any party entitled or required to receive notice under this lease may by like notice designate a different address to which notices shall be sent.

- 7.2 Compliance with Law. LESSEE shall at all times in the construction, maintenance, occupancy, and operation of the premises comply with all applicable laws, statutes, ordinances, and regulations of CITY, County, State, and Federal Governments, at LESSEE'S sole cost and expense. In addition, LESSEE shall comply with any and all notices issued by the City Manager or his authorized representative under the authority of any such law, statute, ordinance, or regulation.
- 7.3 CITY Approval. The approval or consent of CITY, wherever required in this lease, shall mean the written approval or consent of the City Manager unless otherwise specified, without need for further resolution by the City Council.
- 7.4 Nondiscrimination. LESSEE agrees not to discriminate in any manner against any person or persons on account of race, marital status, sex, religious creed, color, ancestry, national origin, age, or physical handicap in LESSEE'S use of the premises, including, but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.
- 7.5 Equal Opportunity Compliance. LESSEE further agrees to monitor any and all contractors, subcontractors, independent contractors and employees for compliance with Equal Opportunity and non-discrimination requirements and to hold City harmless from any and all liability, claims, damages, or injuries to any person in connection with any acts or omissions rising therefrom.

- 7.6 Partial Invalidity. If any term, covenant, condition, or provision of this lease is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.
- 7.7 Legal Fees. In the event of any litigation regarding this lease, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorney's fees.
- 7.8 Number and Gender. Words of any gender used in this lease shall include any other gender, and words in the singular number shall include the plural, when the tense requires.
- 7.9 Captions. The Lease Outline, section headings, and captions for various articles and paragraphs shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this lease. The numbers of the paragraphs and pages of this lease may not be consecutive. Such lack of consecutive numbers is intentional and shall have no effect on the enforceability of this lease.
- 7.10 Entire Understanding. This lease contains the entire understanding of the parties. LESSEE, by signing this agreement, agrees that there is no other written or oral understanding between the parties with respect to the leased premises. Each party has relied on its own examination of the premises, advice from its own attorneys, and the warranties, representations, and covenants of the lease itself. Each of the parties in this lease agrees that no other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this lease.

The failure or refusal of any party to read the lease or other documents, inspect the premises, and obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on these actions. No modification, amendment, or alteration of this lease will be valid unless it is in writing and signed by all parties.

- 7.11 CITY Employee Participation Policy. It is the policy of CITY that all CITY contracts, agreements or leases with consultants, vendors or LESSEES shall include a condition that the contract, agreement or lease shall be unilaterally and immediately terminated by CITY if the contractor or LESSEE employs an individual who within the twelve months immediately preceding such employment did in his/her capacity as a CITY officer or employee participate in negotiations with or otherwise have an influence on the recommendation made to the City Council in connection with the selection of the contractor or LESSEE. It is not the intent of this policy that these provisions apply to members of the City Council.

7.12 Standard of Employees. LESSEE and its employees shall at all times conduct themselves and the operations on the leased premises in a creditable manner.

SECTION 8: SIGNATURES

8.1 Signature Page.

IN WITNESS WHEREOF, this Lease Agreement is executed by CITY, acting by and through its City Manager, and by LESSEE, acting by and through its lawfully authorized officers.

THE CITY OF SAN DIEGO

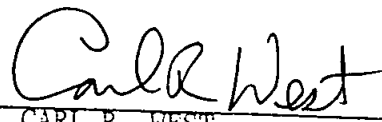
Date APRIL 27, 1992

By 
James L. Spotts, Property Director
FOR: Jack McGrory, City Manager

LESSEE:

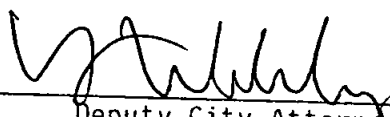
THE STATE OF CALIFORNIA, DEPARTMENT
OF TRANSPORTATION (CalTrans)

Date 4-9-92

By 
CARL R. WEST
DEPUTY DISTRICT DIRECTOR
PLANNING & PUBLIC TRANSPORTATION

APPROVED as to form and legality this 6 day of May, 1992

JOHN W. WITT, City Attorney

By 
Deputy City Attorney

CEBK:st(7)
4-1-92

SECTION 8: SIGNATURES

8.1 Signature Page.

IN WITNESS WHEREOF, this Lease Agreement is executed by CITY, acting by and through its City Manager, and by LESSEE, acting by and through its lawfully authorized officers.

THE CITY OF SAN DIEGO

Date April 27, 1992

By _____
James L. Spotts, Property Director
FOR: Jack McGrory, City Manager

LESSEE:

THE STATE OF CALIFORNIA, DEPARTMENT
OF TRANSPORTATION (CalTrans)

Date 4-9-92

By Carl R. West
CARL R. WEST
DEPUTY DISTRICT DIRECTOR
By PLANNING AND PUBLIC TRANSPORTATION

APPROVED as to form and legality this ____ day of _____, 19__.

JOHN W. WITT, City Attorney

By _____
Deputy City Attorney

CEBK:st(7)
4-1-92

SECTION 9: EXHIBITS

Exhibit A Legal Description.

LEGAL DESCRIPTION

Lot 5 of North Creek Areas 14, 15, 16, 17 & 18, Unit No. 2, Map No. 12456, filed in the Office of the County Recorder of San Diego County.

Exhibit B Development Plan.

INDEX OF SHEETS

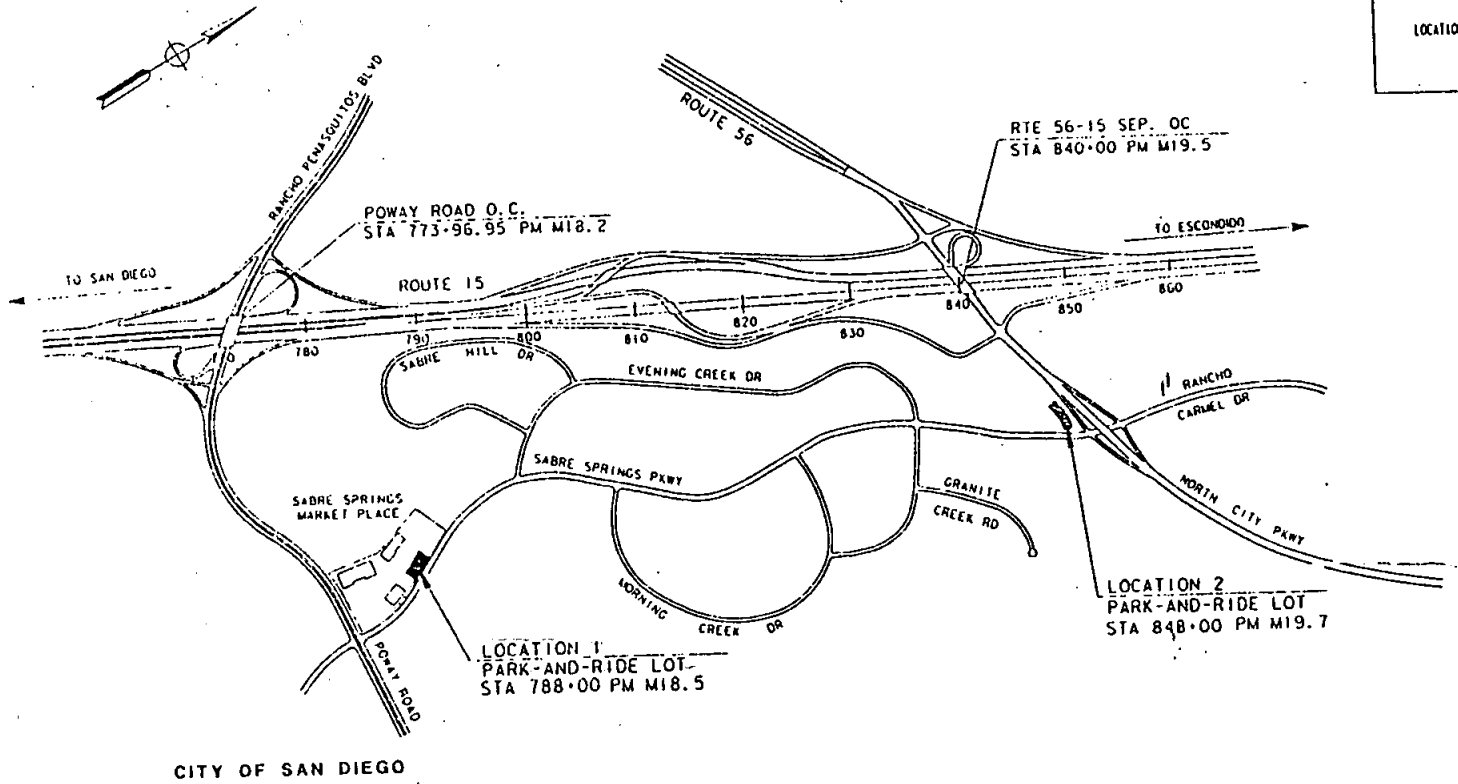
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PROJECT PLANS FOR CONSTRUCTION NEAR
STATE HIGHWAY
IN SAN DIEGO COUNTY
IN SAN DIEGO
AT POWAY ROAD AND NORTH CITY
PARKWAY ON SABRE SPRINGS PARKWAY

To be supplemented by Standard Plans dated January, 1988

DIST	COUNTY	ROUTE	POST MILE TOTAL	SHEET
11	SD	15		

LOCATION MAP

Caltrans



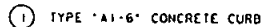
NO SCALE

See Standard Plans for the Class for Classes of License
as specified in the "Notes to Contractors"

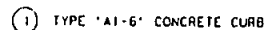
James C. [Signature]
Project Engineer

Plan approval date

21154
2-21-95
CIVIL



STA 9+96 TO 13+15 'PR-1'
NO SCALE



STA 10+00 TO 14+16.09 *PR-2*
NO SCALE

1. DIMENSIONS OF THE STRUCTURAL SECTIONS ARE SUBJECT TO TOLERANCES SPECIFIED IN THE STANDARD SPECIFICATIONS.
2. FOR SEAL COAT TO BE APPLIED TO ALL AC SURFACES.

MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION)			
DESCRIPTION	TYPE	LF	CY
10-00 TO 10-18 "PR-1"	SLAB	-	4.75
MISCELLANEOUS RAMP TO L19-78	RAMP	-	.78
10-00 TO 10-18 "PR-1"	A1-G	33.4	0.86
ISLAND LT 10-23 "PR-1"	A1-G	60.8	1.57
ISLAND LT 11-05 "PR-1"	A1-G	82	2.12
ISLAND LT 11-93 "PR-1"	A1-G	82	2.12
ISLAND LT 12-78 "PR-1"	A1-G	72	1.06
ISLAND LT 12-67 "PR-2"	A1-G	39.2	1.01
10-20 TO 12-66.9 "PR-2"	A1-G	268.6	6.95
12-66.9 TO 13-96.1 "PR-2"	A1-G	129.2	3.34
RT 13-96.1 TO 14-16.1 "PR-2"	A1-G	83	2.15
RT 14-16.1 "PR-2"	A1-G	60	1.55
RT 10-00 "PR-2"	G	79	3.92
RT 10-00 "PR-2"	SPILLWAY	-	1.86
RT 10-00 TO 10-20 "PR-2"	G	40	2.00
RT 13-96.1 TO 14-16.1 "PR-2"	SLAB	-	6.74
ISLAND RT 10-47.5 "PR-2"	A1-G	73	1.89
ISLAND RT 11-32.5 "PR-2"	A1-G	82	2.12
ISLAND RT 10-95.5 "PR-2"	A1-G	42	1.09
ISLAND RT 11-63.5 "PR-2"	A1-G	42	1.09
ISLAND RT 12-22 "PR-2"	A1-G	82	2.12
ISLAND RT 12-84.4 "PR-2"	A1-G	76	1.96
ISLAND RT 13-70.4 "PR-2"	A1-G	73	1.89
TOTAL			55.74

IRRIGATION Crossover	
LOCATION	4" CONDUIT LF
10-23 "PR-1"	50
10-23 TO 11-04 "PR-1"	81
11-06 TO 11-92 "PR-1"	86
11-94 TO 12-77 "PR-1"	83
10-47 "PR-2"	52
11-32 "PR-2"	50
12-22 TO 12-84 "PR-2"	36
12-84 "PR-2"	52
13-70 "PR-2"	47
TOTAL	537

STRUCTURAL SECTION QUANTITIES		
LOCATION	AC (TYPE B) (TON)	ASPHALTIC EMULSION (TON) (N)
1	429	.83
2	712	1.38
AC DIKE	11	.01
TOTAL	1152	2.22

(N) NOT A SEPARATE PAY ITEM

WALL 'W-1' QUANTITIES		
ITEM	UNIT	QUANTITY
STRUCTURAL CONCRETE (RET WALL) (F)	CY	43.2
BAR REINFORCING STEEL (RET WALL) (F)	LB	3861
STRUCTURE EXCAVATION (RET WALL) (F)	CY	270
STRUCTURE BACKFILL (RET WALL) (F)	CY	192
RETAINING WALL STEM (TYPE 6)	SOFT	1602

(F) - FINAL PAY QUANTITY

DIS1	COUNTY	ROUTE	1-1-95
11	SD	15	

James Gray
REGISTERED CIVIL ENGINEER

PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
2. CARY
47124
Exp. 12-31-95
CIVIL
STATE OF TEXAS

LOCATION	ROADWAY EXCAVATION (CY)	ROADWAY EMBANKMENT (CY) (IN)
PR-1	163	220
PR-2	419	342
TOTAL	582	562

(N) NOT A SEPARATE PAY ITEM

LOCATION	LENGTH (FT)
2	267
TOTAL	267

EROSION CONTROL	
LOCATION	AREA (50 YD)
1	825
2	1007
TOTAL	1832

PRECAST CONCRETE WHEELSTOP	
LOCATION	EA
1	34
TOTAL	34

TYPICAL CROSS SECTIONS AND SUMMARY OF QUANTITIES

■ A-10A	Acceleration
■ A-100	Symbols
■ A20-A	Pavement Markers and Traffic Lines, Typical Details
■ A20-B	Pavement Markers and Traffic Lines, Typical Details
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■ A-24B	Pavement Markings-Arrows and Symbols
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■ A62-A	Excavation and Boxfill Details Miscellaneous Limits of Payment
■ A62-B	Excavation and Boxfill Bridge Surchow and Limits of Payment
■ A62-C	Excavation and Boxfill Bridge Limits of Payment
■ A62-D	Excavation and Boxfill Details Concrete Pipe Culverts
■ A62-E	Excavation and Boxfill Details Reinforced Concrete Box and Arch Culverts
■ A62-F	Excavation and Boxfill Details Metal Culverts
■ A73	Flow Line Barrier and Collect Markers
■ A74-A	Markers and Bollard Posts
■ A74-B	Guard Warrents
■ A75-A	Concrete Barrier Type 50
■ A75-B	Concrete Barrier Type 50
■ A75-C	Wood Split Gate Sill
■ A76C-1	Metal Beam Guard Rolling Standard Hardware
■ A76C-2	Metal Beam Guard Rolling
■ A77-D	Barrier and Guard Rail Markers
■ A77-E	Guide Rail Assembly (Reinforced)
■ A77-F	Flow Beam Barrier
■ A77-G	Flow Beam Barrier
■ A77-H	Guard Rail Flanges
■ A79-B	Miscellaneous Guard Rail Details
■ A79-C	Guard Rail Connections to Bridge Rails, Retaining Walls and Abutments
■ A79-D	Guard Rail Connections to Bridge Sidewalks and Curb
■ A80-E	Flow Beam Connections to Type 50 Barrier
■ A80-F	Emergency Interchanges
■ A83	Posthole, Line Pipe and Approved Pad Details
■ C7-A1	Reinforced Concrete Grub Wall Bottoms Reinforced with A.B.C. and C
■ C7-A2	Reinforced Concrete Grub Wall Reinforced with A.B.C. and C
■ C7-A3	Reinforced Concrete Grub Wall Vertical walls Type A.B. and C
■ C7-A4	Reinforced Concrete Grub Wall Vertical walls Type D.E. and F
■ C7-A5	Reinforced Concrete Grub Wall Type A.B.C. and F
■ C7-B1	Reinforced Concrete Grub Wall Foundation Pressure Disturbed Wall
■ C7-B2	Reinforced Concrete Grub Wall Foundation Pressure Vertical Wall
■ C8-A	Steel Grub Wall Construction Details
■ C8-B	Steel Grub Wall Design Data
■ C8-C	Steel Grub Wall Design Data
■ C9-A	Timber Grub Wall Types A.B.C. and D Construction Details
■ C9-B	Timber Grub Wall Types A.B.C. and D-Design Data
■ D72	Grillage Inlets-A.C., C.D.
■ D73	Grillage Inlets-EI, C2, C3, C4, C5, C6
■ D74	Grillage Inlets-F1, C7, C8, C9, C10, C11, C12, C13, C14, C15, C16, C17, C18, C19, C20
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■ D77-A	Grillage Details
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■ D81	Double Box Culvert
■ D83	Box Culvert Miscellaneous Details
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■ D85	Box Culvert Ellipsoids, Types D & E
■ D86-A	Box Culvert Arched Ellipsoids
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☐ S3-11	Overhead Signs, Truss, Two Post Type, Post Type 1-5' thru 15'-5"
☐ S4-6	Overhead Signs, Truss, Single Post Type, Structural Frame Members
☐ S5-6	Overhead Signs, Truss, Two Post Type, Structural Frame Members
☐ S6-8	Overhead Signs, Truss, Structural Frame Details
☐ S7-8	Overhead Signs, Truss, Frame Anchure Details
☐ S8-8	Overhead Signs, Steel Frame Removable Sign Panel Frames
☐ S8-8A	Overhead Formed Panel Details for Mounting on Removable Sign Panel Frames
☐ S8C	Overhead Signs, Truss, Sign Panel Mounting Details Limited Panel, Type A
☐ S8D	Overhead Signs, Truss, Removable Sign Panel Frames 110" and 120" Sign Panels
☐ S9-12	Overhead Signs, Railway Details No. 1
☐ S10-9	Overhead Signs, Railway Details No. 2
☐ S11-10	Overhead Signs, Railway Safety Warning Details
☐ S13-10	Overhead Signs, Truss, Pole Foundation

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☐ S14B-4	Overhead Signs, Lightweight, Balanced-Single Steel Post Details
☐ S15-8	Overhead Signs, Lightweight, Type A, Connection Details
☐ S16-7	Overhead Signs, Lightweight, Type B, Connection Details
☐ S17-8	Overhead Signs, Lightweight, Type C, Connection Details
☐ S18A-8	Overhead Signs, Lightweight, Sign Panel Mounting Details, Limited Panel, Type A
☐ S18B-7	Overhead Signs, Lightweight, Light Fixture Mounting Details
☐ S20A-9	Overhead Signs, Lightweight, Post Details
☐ S20B-9	Overhead Signs, Lightweight, Foundation

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☐ S40D-1	Overhead Signs, Box Beam, Closed Truss Alternative, Single and Two Post Type General Frame Details
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☐ S40D-1	Overhead Signs, Box Beam, Closed Truss Alternative, Two Post Type Frame Details
☐ S40E-1	Overhead Signs, Box Beam, Closed Truss Alternative, Two Post Type Frame Anchure Details
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☐ S40G-1	Overhead Signs, Box Beam, Closed Truss Alternative, Single Post Type Frame Members
☐ S40H-1	Overhead Signs, Box Beam, Closed Truss Alternative, Single Post Cantilever Frame Details
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☐ S40K-1	Overhead Signs, Box Beam, Closed Truss Alternative, Single Post Bulwark Frame Details
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- ☐ S40S Overhead Signs, Tubular, Structural Frame Details
- ☐ S40T Overhead Signs, Tubular, Foundation Details

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- ☒ S42-15 Roadside Signs, Wood Posts, Typical Installation Details No. 2
- ☐ S43-A Roadside Signs, Unimounted Wood Box Posts, Typical Installation Details No. 3
- ☐ S43-B Roadside Signs, Steel Post, Typical Installation Details
- ☐ S44-T Roadside Signs, Typical Installation Details No. 4

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- ☒ ES-1B Signal and Lighting Details, Systems and Abbreviations
- ☒ ES-2A Signal and Lighting Details, Service Equipment
- ☐ ES-2B Signal and Lighting Details, Service Equipment
- ☐ ES-2C Signal and Lighting Details, Service Equipment
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- ☒ ES-2E Signal and Lighting Details, Service Equipment and Typical Wiring Diagram
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- ☒ ES-6B Lighting Standards, Types 1S and 2S
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CS-6S	Signal and Lighting Standards Details No. 1
CS-6T	Signal and Lighting Standards Details No. 2
CS-6U	Strip Base Insert for Type 10 and 15 Lighting Standards
CS-6V	Left Turn Signal and Sign Standard Type 33
CS-7A	Signal and Lighting Details, Electrical Details Structure Installations
CS-7B	Signal and Lighting Details, Electrical Details Structure Installations
CS-7C	Signal and Lighting Details, Electrical Details Structure Installations
CS-7D	Signal and Lighting Details, Electrical Details Structure Installations
CS-7E	Signal and Lighting Details, Electrical Details Structure Installations
CS-7F	Signal and Lighting Details, Electrical Details Structure Installations
CS-8	Signal and Lighting Details, Pole Base Details
CS-9A	Caniffuser Flashing Beacon Details, Types 9,9A,9B
CS-9B	Caniffuser Flashing Beacon Details, Types 9,9A,9B
CS-10	Signal and Lighting Details, Isolator Diagrams
CS-11	Signal and Lighting Details, Foundation Installations
CS-12	Pedestrian Undercrossing Floor Access Lighting Fixture
CS-13	Signal and Lighting Details, Splitting Details
CS-14	Signal and Lighting Details, Piercing Details and Fuse Ratings
CS-15	Pedestrian Overcrossing Fluorescent Lighting Fixture

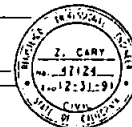
☐ ES-27A Extinguishable Message Sign, 10" Letters
☐ ES-27B Extinguishable Message Sign, 10" Letters
☐ ES-28 Extinguishable Message Sign and Flashers: Arrows

- ☐ ES-29 Mercury Sign Lighting Equipment
- ☐ ES-30 36" Fluorescent Sign Lighting Equipment
- ☐ ES-32A Sign Lighting Equipment
- ☐ ES-32B Signal and Lighting Details, Sign Lighting Control
- ☐ ES-33 Internally Illuminated Street Name Sign

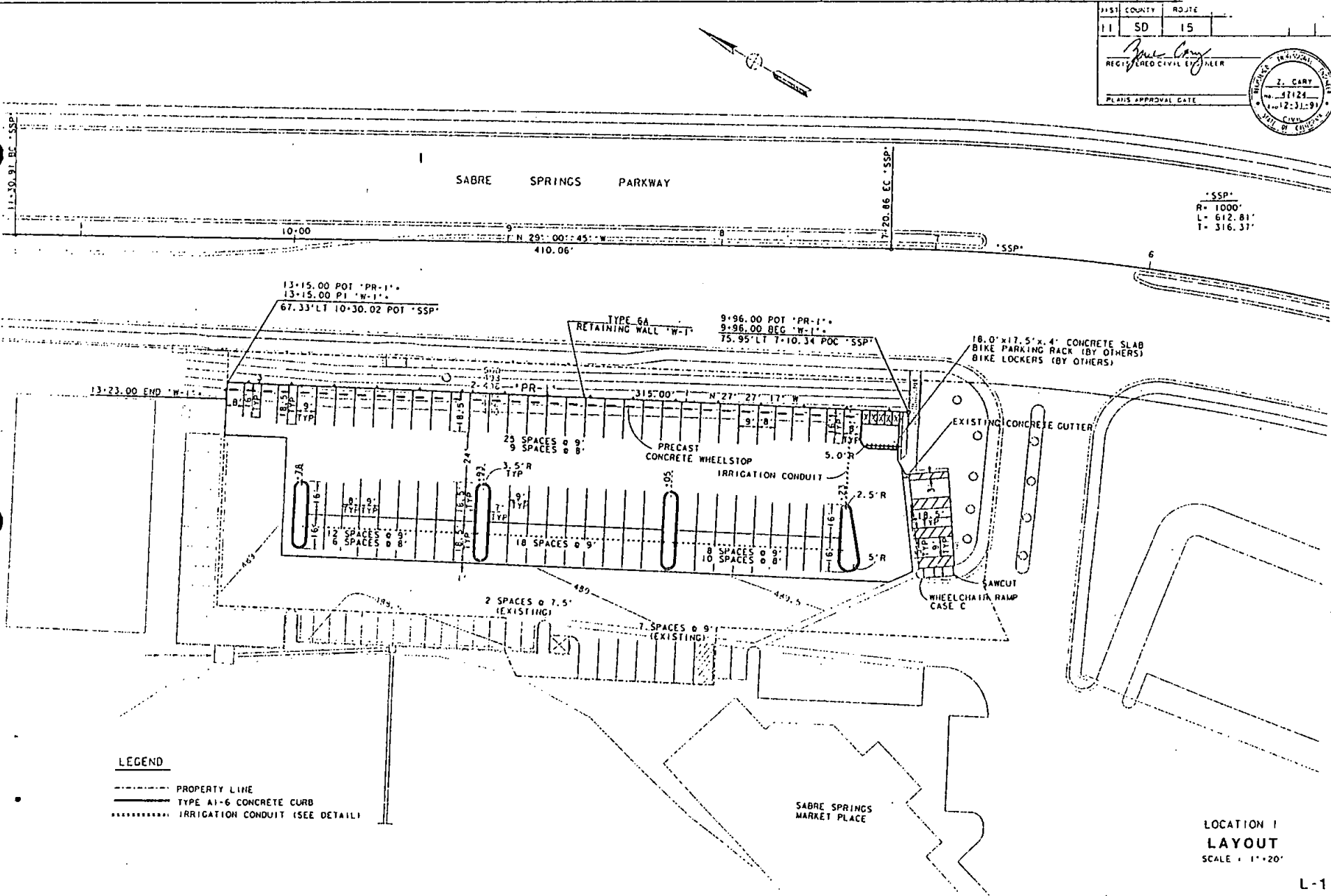
- ☐ **NSP D19** Precast Reinforced Concrete Pile Direct Design Method
- ☐ **NSP D20** Construction Project Funding Identification Signs
- ☐ **NSP F-2** Construction Project Funding Identification Signs
- ☐ **NSP H-1** Highway Planning Acquisitions
- ☐ **NSP H-2** Highway Planning Systems
- ☐ **NSP H-3** Highway Planning Details
- ☐ **NSP H-4** Highway Planning Details
- ☐ **NSP H-5** Highway Planning Irrigation Details
- ☐ **NSP H-6** Highway Planning Irrigation Details
- ☐ **NSP H-7** Highway Planning Irrigation Details
- ☐ **NSP H-8** Highway Planning Irrigation Details
- ☐ **NSP ES-4D** Irrigation Controller Enclosure Cabinet
- ☐ **NSP AB1** Crash Cushion Sand Filled

(January, 1968 Edition)
 The Editors

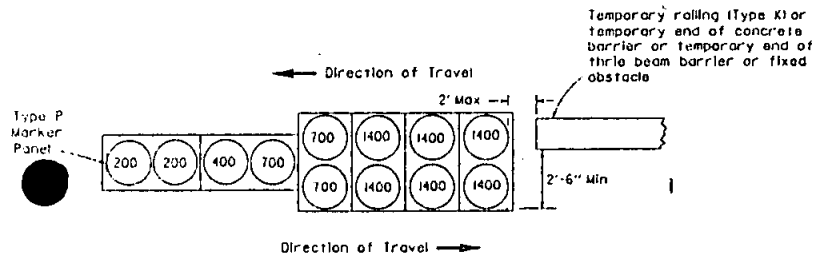
11 SD 15
Z. Cary
 REGISTERED CIVIL ENGINEER
 PLANS APPROVAL DATE



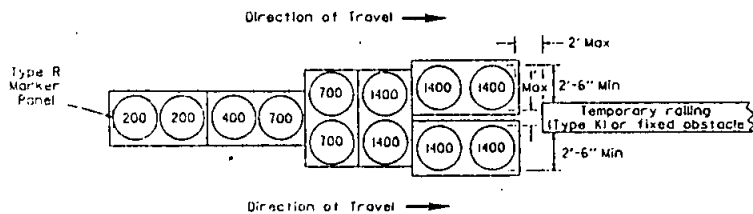
SSP
 R= 1000'
 L= 612.81'
 T= 316.37'



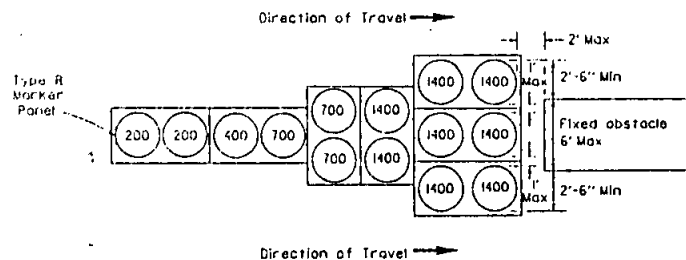
LOCATION 1
 LAYOUT
 SCALE: 1"=20'



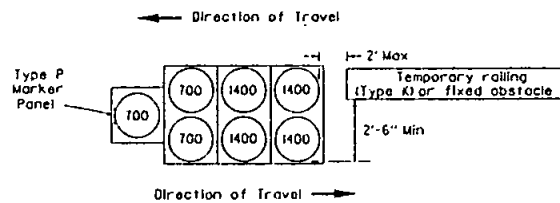
ARRAY 'TA'
(APPROACH SPEED 45 MPH OR GREATER)



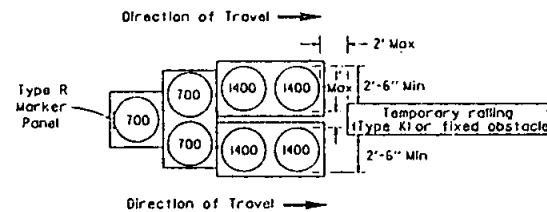
ARRAY 'TB'
(APPROACH SPEED 45 MPH OR GREATER)



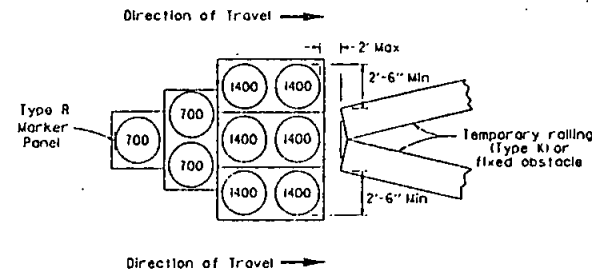
ARRAY 'TC'
(APPROACH SPEED 45 MPH OR GREATER)



ARRAY 'TD'
(APPROACH SPEED 40 MPH OR LESS)
(FOR SPEEDS GREATER THAN 40 MPH USE ARRAY 'TA')



ARRAY 'TE'
(APPROACH SPEED 40 MPH OR LESS)
(FOR SPEEDS GREATER THAN 40 MPH USE ARRAY 'TB')



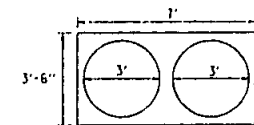
ARRAY 'TF'
(APPROACH SPEED 40 MPH OR LESS)
(FOR SPEEDS GREATER THAN 40 MPH USE ARRAY 'TC')

DIST	COUNTY	ROUTE	TOTAL	DATE
11	50	15		5-7-91

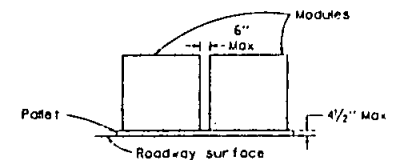
REGISTERED CIVIL ENGINEER

PLANS APPROVAL DATE

J.L. SUMMERS
No. 29781
Exp. 12-31-95
CIVIL
STATE OF CALIFORNIA



PLAN



ELEVATION

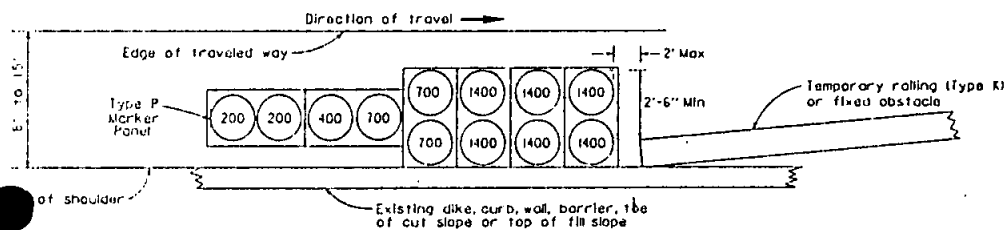
CRASH CUSHION PALLET DETAIL

NOTES

- (XXX) Indicates module location and weight of sand in pounds for each module.
- All sand weights are nominal.
- A single row of modules similar to that shown for array 'TI' and array 'TJ' on Sheet _____ shall not be used in locations where there will be traffic on both sides of the temporary crash cushion array.
- If the fixed obstacle or approach end of the temporary railing is less than 15 feet from the edge of traveled way, a temporary crash cushion is required.
- Temporary crash cushion arrays shall not encroach on the traveled way.

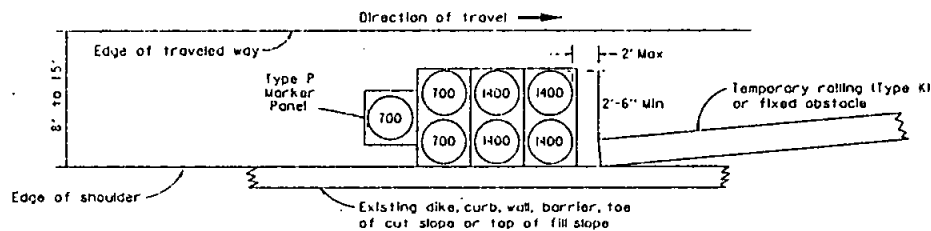
CONSTRUCTION DETAILS TEMPORARY CRASH CUSHION, SAND FILLED

NO SCALE



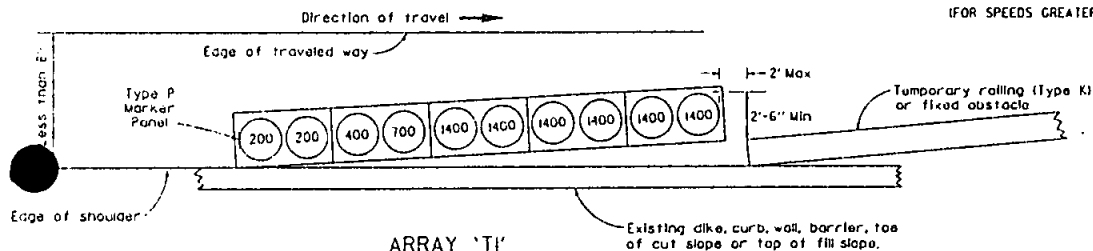
ARRAY 'TG'

(APPROACH SPEED 45 MPH OR GREATER)



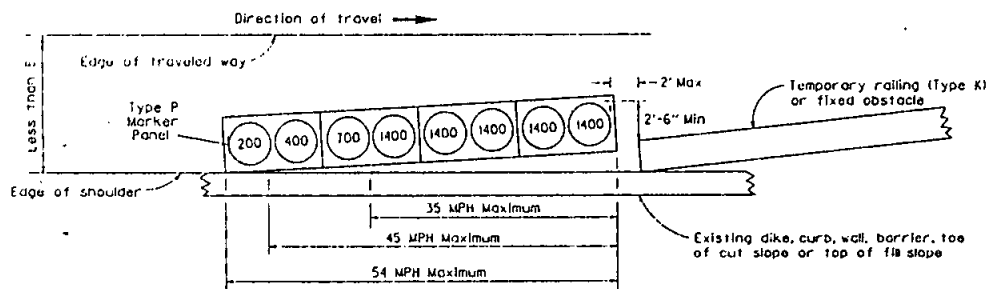
ARRAY 'TH'

(APPROACH SPEED 40 MPH OR LESS)
(FOR SPEEDS GREATER THAN 40 MPH USE ARRAY 'TG')



ARRAY 'TI'

(APPROACH SPEED 55 MPH OR GREATER)



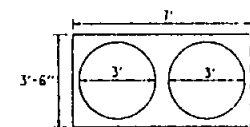
ARRAY 'TJ'

(APPROACH SPEED LESS THAN 55 MPH)

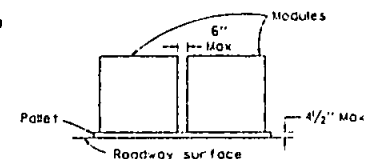
DIST.	COUNTY	ROUTE	101
11	SD	15	

REGISTERED CIVIL ENGINEER
PLANS APPROVAL DATE 5-7-91

Professional Engineer
J. L. SUMMERS
No. 29741
Exp. 3-31-95
CIVIL
STATE OF SOUTH DAKOTA



PLAN



ELEVATION

CRASH CUSHION PALLET DETAIL

NOTES

1. (XXX) Indicates module location and weight of sand in pounds for each module.
2. All sand weights are nominal.
3. A single row of modules similar to those shown for array 'TI' and array 'TJ' shall be used only in locations where there will be traffic on one side of the temporary crash cushion array.
4. If the fixed obstacle or approach end of the temporary railing is less than 15 feet from the edge of traveled way, a temporary crash cushion is required.
5. Temporary crash cushion arrays shall not encroach on the traveled way.
6. Arrays for median shoulders shall conform to details shown on this plan for outside shoulders.

**CONSTRUCTION DETAILS
TEMPORARY CRASH CUSHION,
SAND FILLED
NO SCALE**

St. Albans PROJECT DEVELOPMENT

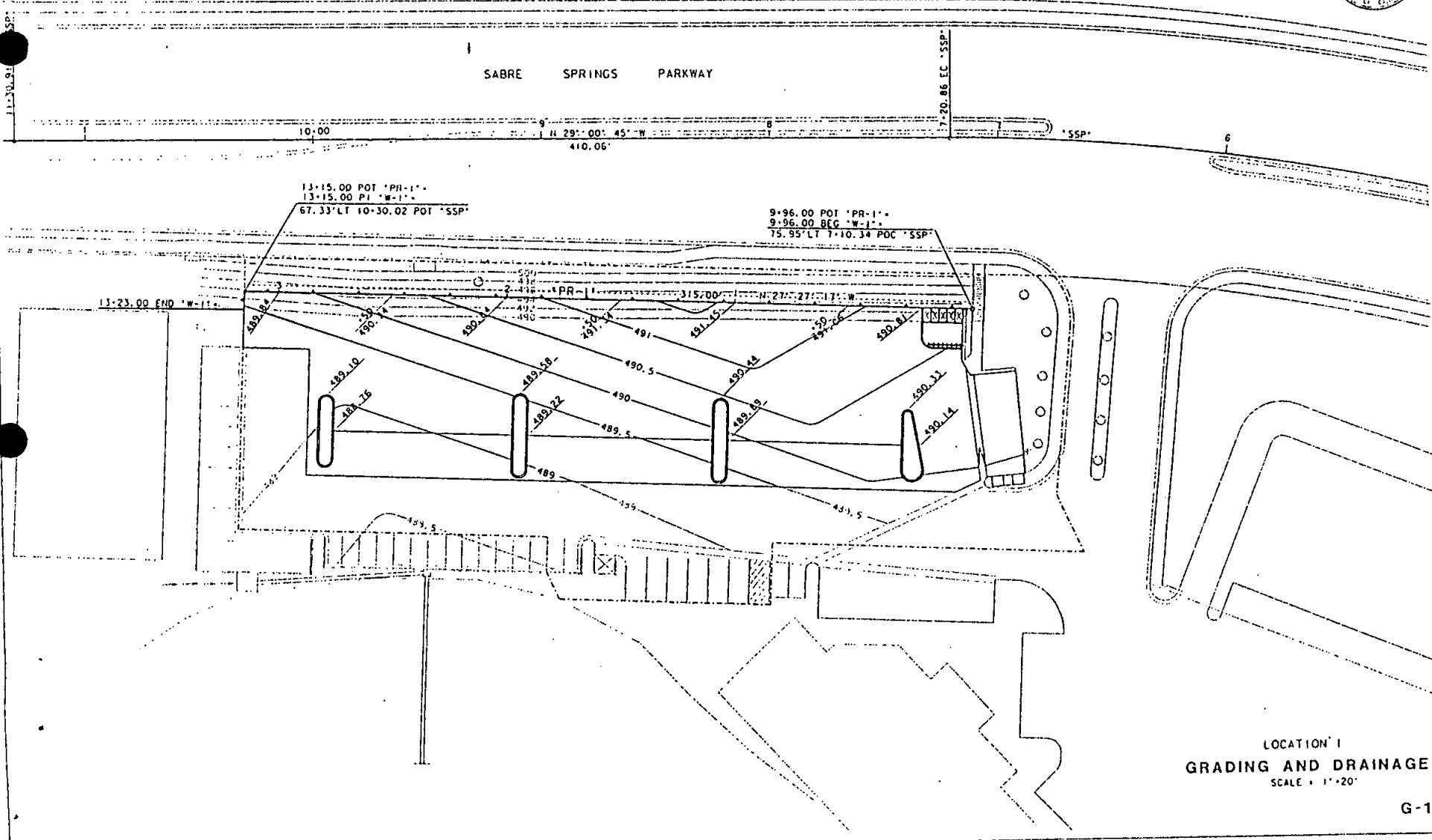
CHECKED BY

DATE REVISED

Z. CARY

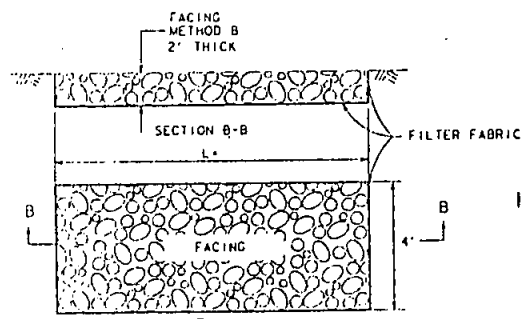
SABRE SPRINGS PARKWAY

SHEET	COUNTY	DATE
11	SD	15
REGISTERED CIVIL ENGINEER		
PLANS APPROVAL DATE		



LOCATION 1
GRADING AND DRAINAGE
SCALE = 1"=20'

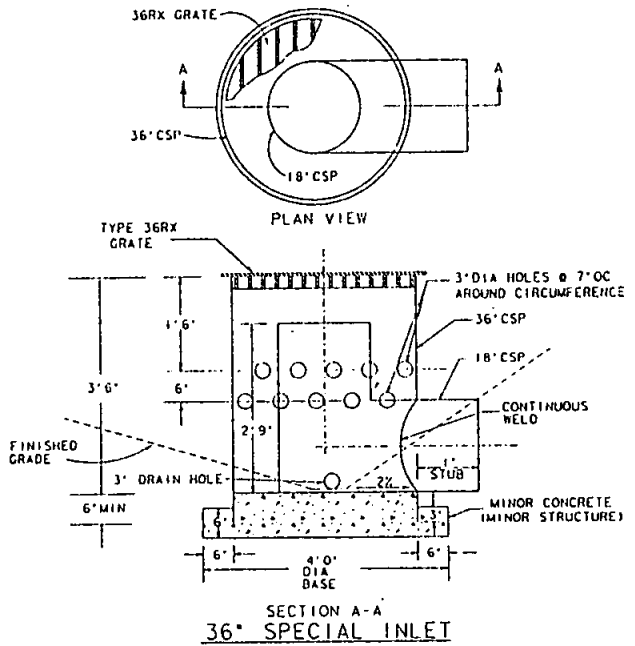
JB
DATE REV. SUB.
CHECKED BY
Z. CARY
PROJECT DEVELOPMENT



PLAN
ROCK SLOPE PROTECTION
DETAIL
NO SCALE
*LENGTH OF ROCK PAD
SPECIFIED ON PROFILE

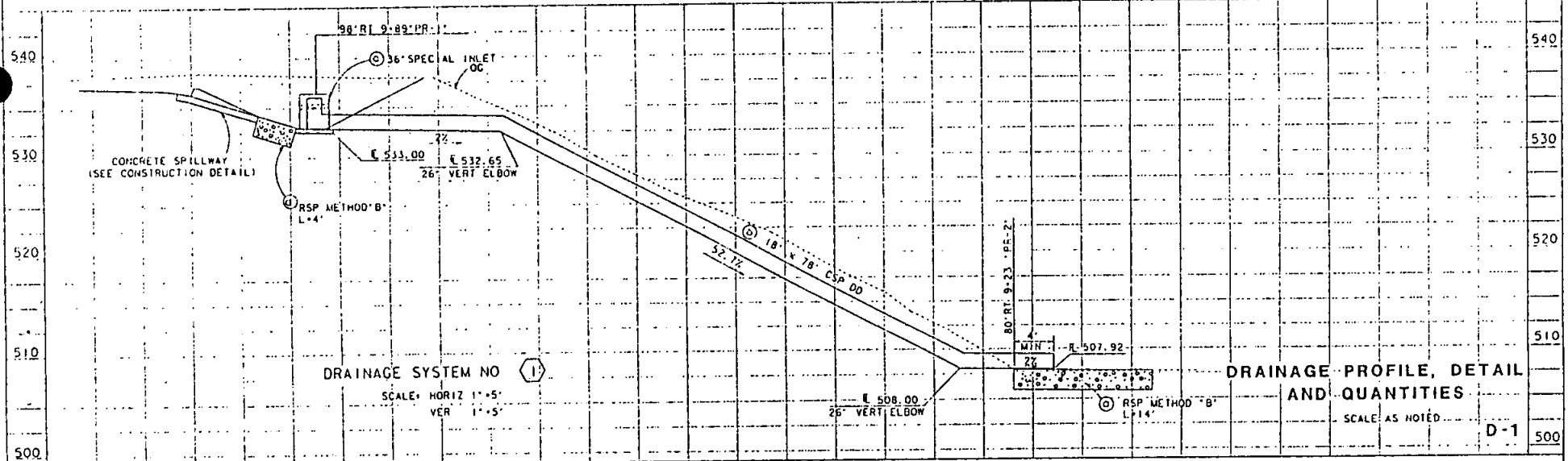
DESCRIPTION	UNIT	QUANTITY
(A) ROCK SLOPE PROTECTION	CY	4.2
(B) 18" CSP DOWNDRAIN 2-26" VERTICAL ELBOWS DOWNDRAIN PIPE JOINTS	LF	78
(C) 36" SPECIAL INLET (MINOR CONCRETE (MINOR STRUCTURE) (IN))	LS	1
MISC IRON & STEEL (IN)	LBS	215
(D) ROCK SLOPE PROTECTION	CY	1.2

(IN) - NOT A SEPERATE PAY ITEM, FOR INFORMATION ONLY.



NOTES:
SEE STANDARD PLAN D77-B
FOR GRATE DETAILS

11	SD	15	10'
PLANS APPROVAL DATE			

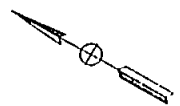


DRAINAGE SYSTEM NO (1)
SCALE: HORIZ 1"=5'
VER 1"=5'

DRAINAGE PROFILE, DETAIL
AND QUANTITIES
SCALE AS NOTED

Galtrans PROJECT DEVELOPMENT CARY

DATE REV. 5/22

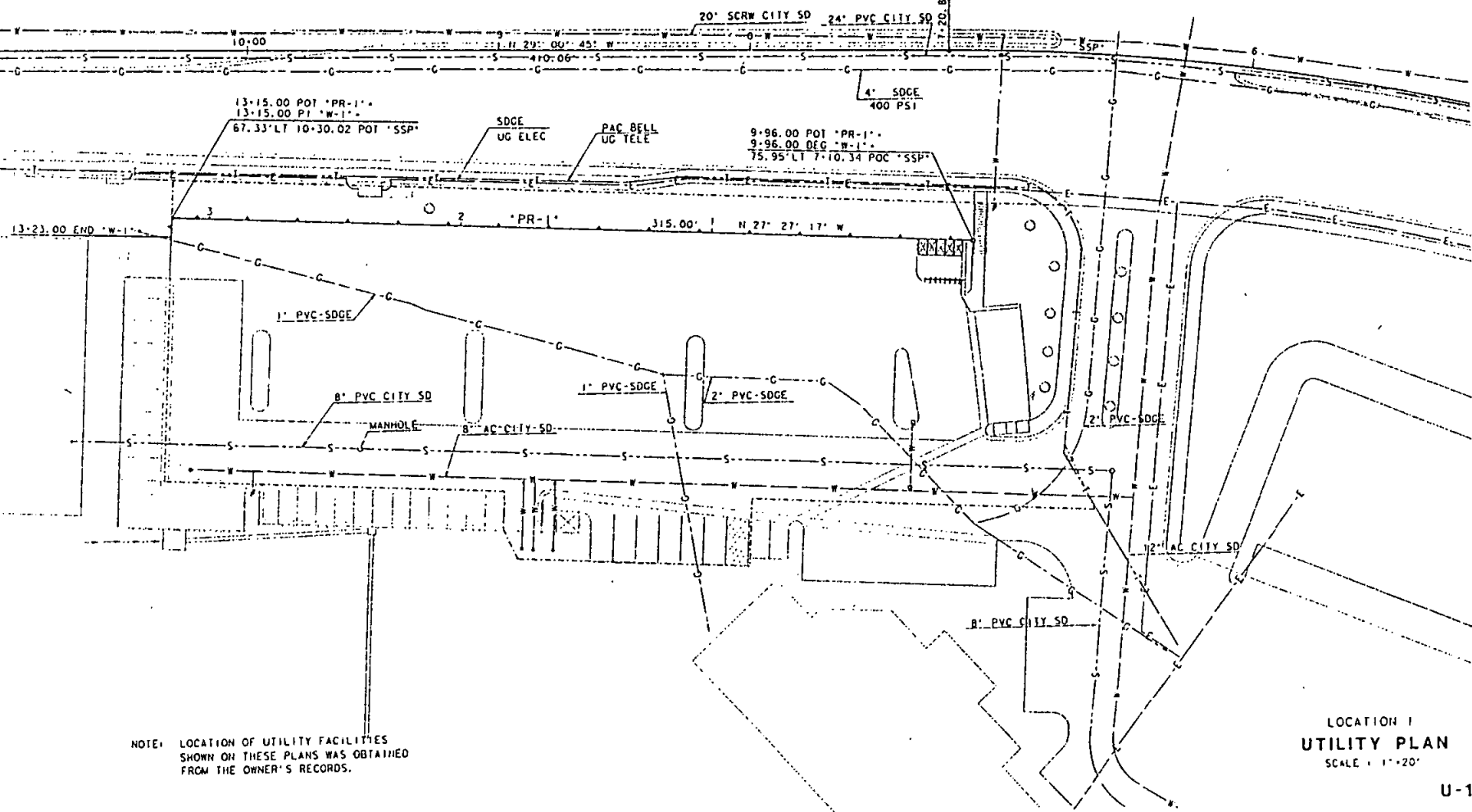


COUNTY		ROUTE		MILE	
11	SD	15			

Paul C. Cary
REGISTERED CIVIL ENGINEER
PLANS APPROVAL DATE

Seal: PAUL C. CARY, REGISTERED CIVIL ENGINEER, No. 47124, State of North Carolina, Exp. 12-31-91

SABRE SPRINGS PARKWAY



NOTE: LOCATION OF UTILITY FACILITIES SHOWN ON THESE PLANS WAS OBTAINED FROM THE OWNER'S RECORDS.

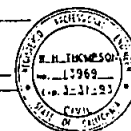
LOCATION 1
UTILITY PLAN
SCALE: 1" = 20'

DIST	COUNTY	ROUTE
11	SD	15

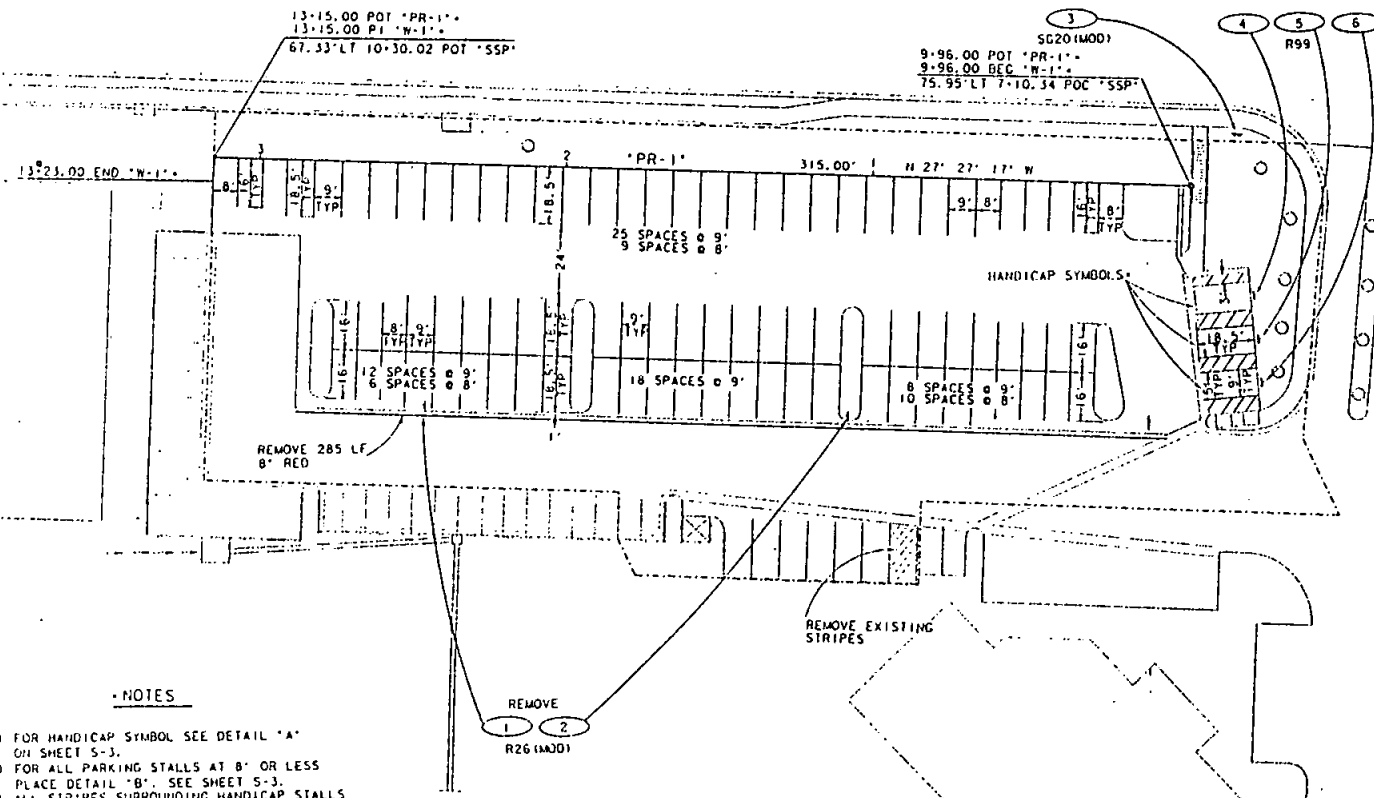
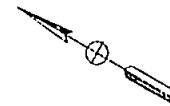
REGISTERED CIVIL ENGINEER

WILLIAM F. THOMPSON

PLANS APPROVAL DATE



SABRE SPRINGS PARKWAY

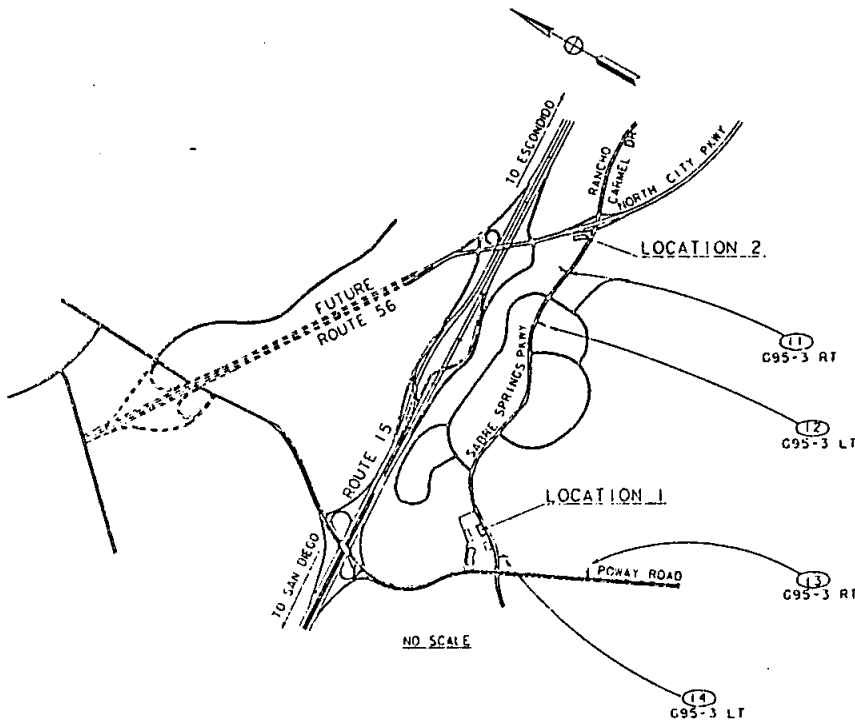


NOTES

- 1) FOR HANDICAP SYMBOL SEE DETAIL "A" ON SHEET S-3.
- 2) FOR ALL PARKING STALLS AT 8" OR LESS PLACE DETAIL "B". SEE SHEET S-3.
- 3) ALL STRIPES SURROUNDING HANDICAP STALLS ARE TO BE IN BLUE. SEE DETAIL "C" ON SHEET S-3.

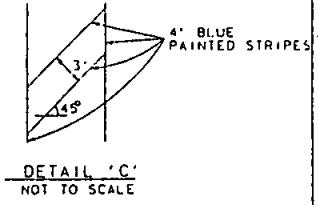
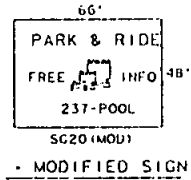
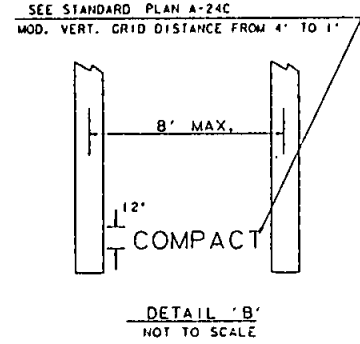
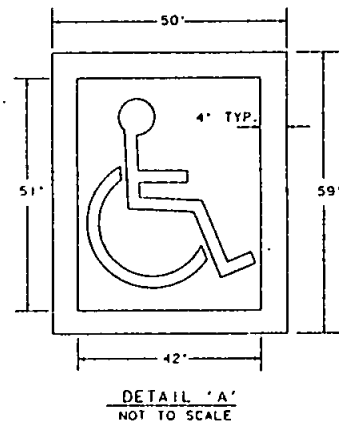
LOCATION 1
SIGN AND
PAVEMENT DELINEATION
PLAN

SCALE = 1"=20'



DIST	COUNTY	ROUTE	PROJECT NO.
11	SD	15	

REGISTERED CIVIL ENGINEER
WILLIAM K. THOMPSON
No. 13969
(Exp. 3/31/93)
PLANS APPROVAL DATE



NOTES
ROADSIDE SIGN QUANTITIES
1. EXACT LOCATION OF SIGNS, POSTS AND POST EMBEDMENT (E) TO BE DETERMINED BY THE ENGINEER.

SIGN NO.	CODE	SHEET NO.	PANEL SIZE	D	POST SIZE	ONE POST	TWO POSTS	INSTALL SIGN (STRAP AND SADDLE)	INSTALL SIGN (WOOD POST)	RELOCATE SIGN	RESET SIGN	REMOVE SIGN	REMARKS
1	R26 (MOD)	S-1	66 X 48	4.0	X								
2	SG20 (MOD)		12 X 18	1.5	X								
3	R99		12 X 18	1.5	X								
4					X								
5					X								
6					X								
7	SG20 (MOD)	S-2	66 X 48	4.0	X								
8	R99		12 X 18	1.5	X								
9					X								
10					X								
11	G95-3 RT	S-3	36 X 48	4.0	X								
12	G95-3 LT				X								
13	G95-3 RT				X								
14	G95-3 LT				X								
TOTAL										10	2		

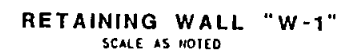
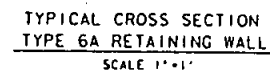
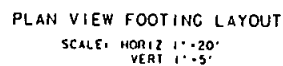
TRAFFIC STRIPE SUMMARY		
LOCATION	PAINT (2-COAT) 4" STRIPE (L.F.)	
	WHITE	BLUE*
LOCATION 1	1705	223
LOCATION 2	1949	224
TOTAL	4101	

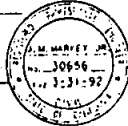
* BLUE PAINT TO MATCH COLOR NO. 15090
FEDERAL STANDARD 595A SECTION 2-1720.

REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING		
LOCATION	TYPE	SQ. FT.
LOCATION 1	8" RED "FIRE LANE"	190
LOCATION 1	4" YELLOW	17
TOTAL		207

PAINT PAVEMENT MARKING (2 COAT) (N)				
LOCATION	HANDICAP SYMBOL			TEXT
	PARKING	BACKGROUND	BORDER	
				COMPACT
	4.0 SQFT	18.75 SQFT	6.22 SQFT	2.5 SQFT
LOCATION 1	12	56.25	18.66	62.5
LOCATION 2	12	76.00	24.88	62.5
TOTAL		324.79		

(N) - NOT A PAY ITEM FOR INFORMATION ONLY



11	SD	15	1
			
PLANS APPROVAL DATE			

TO NORTH CITY PARKWAY

EXISTING TRAFFIC
SIGNAL NOT SHOWN.

TO POWAY ROAD

BS. 30
120/208V
SDG&E
UC
TYPE III-BR
SEE WIRING
DIAGRAM SD-1
SHEET E-3.

L18.296-A
L18.296-B
L18.294-A
L18.294-B
L18.292-A
L18.292-B
L18.290-A
L18.290-B

EXISTING DECORATIVE
LIGHTING STANDARD.

CONDUIT NOTES

- △ - 1/2 INCH C., 2 *10 LIGHTING
- △ - 2 INCH C., MT CONDUCTORS BY SDG&E.
- △ - 1/2 INCH C., 2 *10 LIGHTING
3 *14 PEU

NOTES

- 1 - MODIFIED TYPE 15 LIGHTING STANDARD WITH TWO 6' LMA. 180W LPS (120V BALLAST). SEE DETAIL 'F' AND DETAIL 'S', SHEET E-3. CENTER FOUNDATION IN RAISED ISLAND.

NOTE: THIS PLAN ACCURATE FOR ELECTRICAL WORK ONLY.

LIGHTING
(PARK AND RIDE)
LOCATION 1
SCALE: 1"=20'

E-1

(R-92-1628)

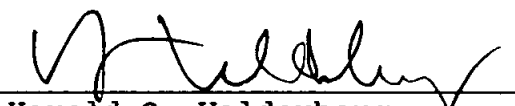
RESOLUTION NUMBER R- 279827

ADOPTED ON APR 27 1992

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is hereby authorized to execute two 20-year lease agreements with the STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, for the construction, operation and maintenance of two park and ride lots, one located east of Route 15, north of Poway Road, on Sabre Springs Parkway, and one located south of North City Parkway, on Sabre Springs Parkway, under the terms and conditions set forth in those lease agreements on file in the office of the City Clerk as Document Nos. RR-279827-1 and RR- 279827-2.

APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Deputy City Attorney

HOV:ps
04/14/92
Or.Dept:Prop.
Job:220615
R-92-1628
Form=r-t

Passed and adopted by the Council of The City of San Diego on APR 27 1992 by the following vote:

YEAS: Wolfsheimer, Roberts, Hartley, Stevens, Behr, Stallings,
McCarty, Filner, Mayor O'Connor.

NAYS: None.

NOT PRESENT: _____

AUTHENTICATED BY:

MAUREEN O'CONNOR
Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL)

By: Linda Lugano, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION
NO. R- 279827, passed and adopted by the Council of The City of San Diego, California
on APR 27 1992.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL)

By: *Linda Lugano*, Deputy

PROPERTY INFORMATION

1) Property: **12656 SABRE SPRINGS PKWY, SAN DIEGO CA 92128-4112 C026**
APN: **316-290-05-00** Use: **EASEMENT**
Card#: Property Tax: Total Value:
County: **SAN DIEGO, CA** Tax Year: Delinq: Land Value:
Map Page: Tax Rate Area: **08129** Imprv Value:
New Page: **1189-H6** Exemptions: Taxable Val:
Census: **170.97** Assd Year:
Subdiv: **NORTH CREEK AREA 14-18 UNIT 02** % Improved:
Owner: **CITY OF SAN DIEGO** Phone:
Owner Vest: / /

Mail: **PUBLIC AGENCY**

Owner Transfer = Date: **12/30/1991** Price: Doc#: **682211** Type:

SALE & FINANCE INFORMATION

LAST SALE

PRIOR SALE

Recording/Sale Date:

Sale Price/Type:

Document #:

Deed Type:

1st Mtg Amt/Type:

1st Mtg Rt/Type/Trm: / /

1st Mtg Lender:

2nd Mtg Amt/Type:

2nd Mtg Rt/Type/Trm: / /

Title Company:

Seller:

New Construction:

Other Last Sale Info = # Parcels: Type 2: Pend:

SITE INFORMATION

Res. Units: County Use: **986** Acres: **1.06**
Comm Units: Zoning: **CA-RR** Lot Area: **46,174**
Buildings: Flood Panel: Lot Width: **400**
Bldg Class: Sewer Type: Lot Depth:
Parking Sqft: Water Type: Usable Lot:
Park Spaces:
Garage Cap#: Site Influence:
Park Type: Amenities:
Other Impvs:
Legal Blk/Bldg:
Legal Lot/Unit: **5**
Legal: **LOT 5 TR 12456**

IMPROVEMENTS

Bldg/Liv Area:

Gross Area:

Ground Flr:

Bsmnt Area:

\$/SqFt:

Yrblt/Eff:

Stories:

Rooms:

Bedrooms:

Full/Half Bath:

Ttl Baths/Fixt:

Fireplace:

Pool:

Porch Type:

Patio Type:

Construct:

Foundation:

Ext Wall:

Roof Shape:

Roof Type:

Roof Matl:

Floor Type:

Floor Cover:

Heat Type:

Heat Fuel:

Air Cond:

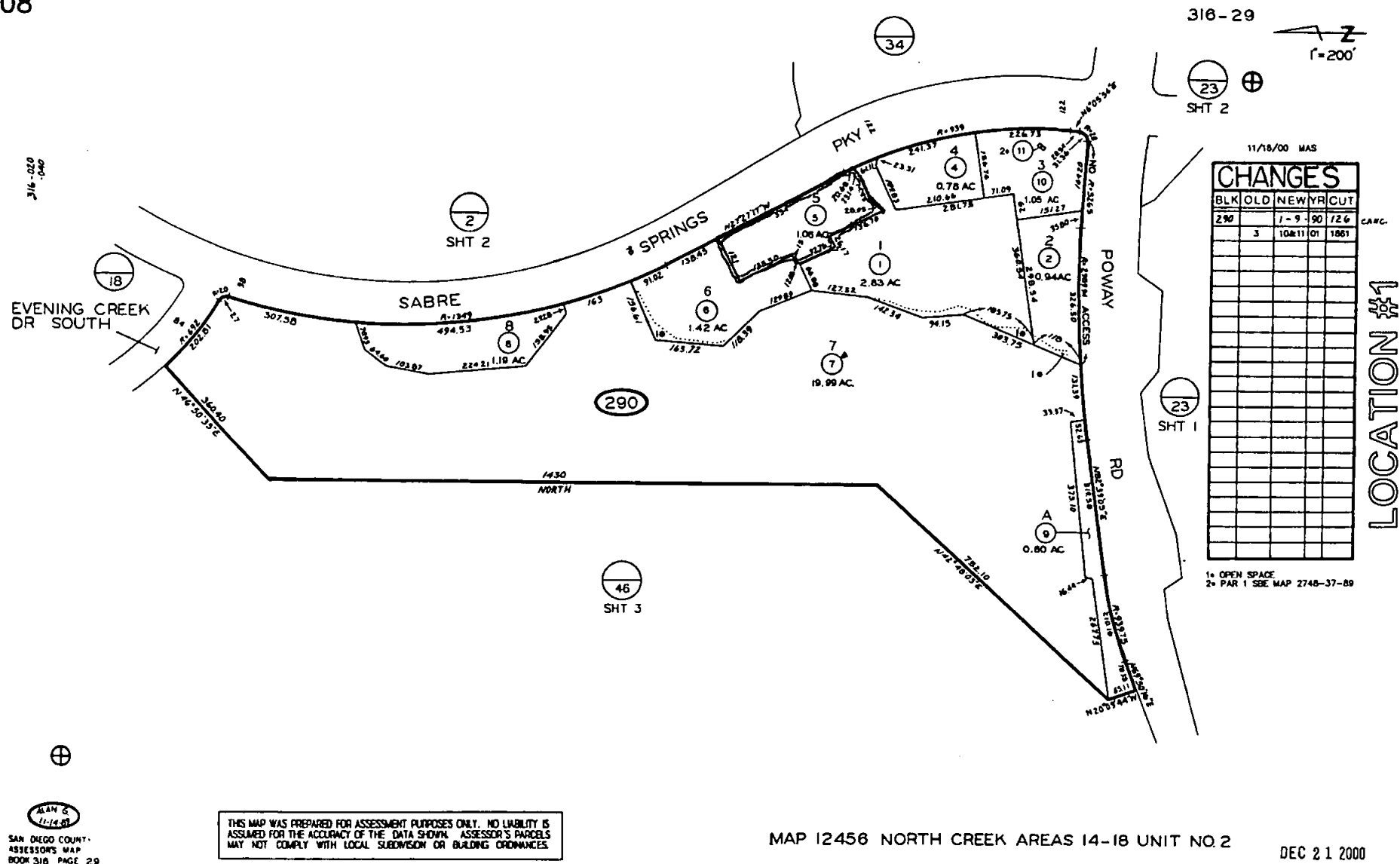
Quality:

Condition:

Style:

Equipment:

Other Rms:



MAP 12456 NORTH CREEK AREAS 14-18 UNIT NO.2

DEC 21 2000