

**Right of Entry Permit Information
For City of San Diego Real Estate Assets Department**

**MID COAST CORRIDOR TRANSIT PROJECT
SUBSURFACE POTHOLING INVESTIGATIVE WORK
ON CITY-OWNED PROPERTY**

SANDAG, in partnership with the FTA, is proceeding with the preliminary engineering and environmental review phase of the Mid-Coast Corridor Transit Project which would extend the Trolley Blue Line to University City. Operational improvements would be made between the Santa Fe Depot and the Old Town Transit Center where existing double track would be shared with the Green Line. From just north of the Old Town Transit Center (a point just south of the San Diego River), the physical improvements would consist of a new double-track alignment to the terminal station at UTC. The build alternative would include eight new light rail transit stations as well as one optional station (see Figure 1). The new LRT alignment lies wholly within the jurisdictional boundary of the City of San Diego, though the LRT will occupy existing RR ROW, Caltrans I-5 ROW, and will traverse the UCSD campus as well. Significant portions of the LRT alignment, utility relocation and construction activities would occur in City owned ROW and/or City owned parcels of land.

As part of the preliminary engineering activities, SANDAG has engaged PB and its subcontractor USI to evaluate site conditions in connection with SANDAG's Mid-Coast Corridor Transit Project ("Project") related to potential aerial guideway and structural column supports, retaining walls, stations, and related improvements on and near City Property.

Scope of the anticipated work to be covered by the Right of Entry Permit:

- 1) At locations denoted in the Key Map Exhibits A-1 and A-2 and pothole detail sheets Exhibits A-3 through A-9 (mapping and table containing utility type, size, and anticipated depth), conduct subsurface investigation (utility potholing, 8 Potholes) in compliance with industry standards using air/vacuum excavation methods, specifically a heavy duty VacMaster System 4000 truck which uses forced air alone to create a 6" hole exposing the utility in question. All material removed from the hole is vacuumed into a holding area on the truck. Supporting vehicles will be required onsite during the work to move personnel as well as tools from pothole location to pothole location.
- 2) At locations denoted on the Key Map Exhibits A-1 and A-2 and pothole detail sheets Exhibits A-3 through A-9, right of entry for potholing equipment and crews to traverse City property and access three (3) pothole locations on another entity's property. At these locations the equipment and crews may be on City property, but the pothole which is vacuumed will not be on City property.

Timeframe anticipated for completing the work: 45 Days from the time ROE is granted.

CITY OF SAN DIEGO
USE AND OCCUPANCY PERMIT EXTENSION

This CITY OF SAN DIEGO USE AND OCCUPANCY PERMIT EXTENSION ("Extension") to be effective as of November 7, 2013 (the "Effective Date") by and between **THE CITY OF SAN DIEGO**, a California municipal corporation ("CITY"), and SAN DIEGO ASSOCIATION OF GOVERNMENTS, a California legislatively-created regional planning public agency ("SANDAG"), ("PERMITTEE"), (collectively, "the Parties")

WHEREAS the Parties entered into a Use and Occupancy Permit on September 26, 2013 (the "Original Permit").

WHEREAS The Parties agree to extend the term of the Original Permit for an additional period of Sixty (60) Days, which will begin immediately upon the expiration of the original time period in accordance with the terms of the Original Permit as well as terms provided herein.

In consideration of the mutual covenants contained herein, each of City and SANDAG mutually agree as follows:

The Original Permit, which is attached hereto as a part of this Extension, will end on November 10, 2013.

The parties agree to extend the Original Permit for an additional period, which will begin immediately upon the expiration of the original time period and will end on January 5, 2014.

This Extension binds and benefits both Parties and any successors or assigns. This document, including the attached Original Contract, is the entire agreement between the Parties.

All other terms and conditions of the Original Contract remain unchanged and shall remain in full effect.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning
public agency ("SANDAG")

BY: _____

Name: _____

Title: _____

John W. Haggerty
John W. Haggerty
Div Director of Rail

THE CITY OF SAN DIEGO, a California municipal
corporation

BY: _____

Name: _____

Title: _____

James F. Barwick, CCIM
James F. Barwick, CCIM
Director, Real Estate Assets

Approved as to form
by Office of General Counsel

John K. [Signature]

**CITY OF SAN DIEGO
USE AND OCCUPANCY PERMIT**

THIS CITY OF SAN DIEGO USE AND OCCUPANCY PERMIT ("Permit") is entered into by and between **THE CITY OF SAN DIEGO**, a California municipal corporation ("CITY"), and **SAN DIEGO ASSOCIATION OF GOVERNMENTS**, a California legislatively-created regional planning public agency ("SANDAG"), ("PERMITTEE"), to be effective as of 9/24/13 2013 (the "Effective Date"), when signed by the parties and approved by the San Diego City Attorney.

FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged, the parties agree as follows:

1. **Definitions.** As used in this Permit, the following terms shall be defined as follows:
 - a. **"Permit Area"** shall mean locations denoted in the pothole detail sheets **Exhibits A-3 through A-6** consisting of City property and access across City property to boring area, more particularly described in Parcel Key Map **Exhibits B-1, B-2, and B-3: Permit Area**, attached hereto.
 - b. **"Permit Fee"** shall mean a one-time, non-refundable permit processing fee in the amount of Zero Dollars and Zero Cents (\$0.00).
 - c. **"Permit Use"** shall mean the nonexclusive use of the Permit Area solely for conducting subsurface investigation (utility potholing involving 8 potholes as denoted in Exhibits A-3 through A-6) in compliance with industry standards using air/vacuum excavation methods specifically a heavy duty VacMaster System 4000 truck which uses forced air alone to create a 6 inch hole exposing the utility in question. All material removed from the hole will be vacuumed into a holding area on the truck. Supporting vehicles are allowed onsite within the Permit Area during the work to move personnel as well as tools from pothole location to pothole location.
 - d. **"PERMITTEE's Address for Notices"** shall be: **401 B Street
Suite 800
San Diego, CA 92101**
 - e. **"Term"** shall mean Forty-Five (45) Days, commencing on the Effective Date.
2. **Occupancy.** Subject to the terms and conditions of this Permit, CITY hereby grants permission to PERMITTEE, its officers, employees, agents, and contractors to enter upon and occupy the Permit Area solely for the purpose of the Permit Use.
3. **Use of Permit Area.** PERMITTEE may use the Permit Area solely for the Permit Use and for no other purpose whatsoever without CITY's prior written consent in each instance.

4. Governmental Approvals. By entering into this Permit, neither CITY nor CITY's City Council is obligating itself to any governmental agent, board, commission, or agency with regard to any other discretionary action relating to PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area. "Discretionary action" includes without limitation re-zonings, variances, environmental clearances, and all other required governmental approvals.
5. CITY's Consent, Discretion. CITY's consent or approval under this Permit shall mean the written consent or approval of the Mayor of San Diego, or his or her designee ("Mayor"), unless otherwise expressly provided or otherwise required under applicable law or Council Policy. CITY's discretionary acts hereunder shall be made in the Mayor's discretion, unless otherwise expressly provided or as required under applicable law or Council Policy.
6. Term. The Term shall commence on the Effective Date. The Term shall not exceed Forty-Five (45) days unless authorized by CITY.
7. Revocable License. This Permit is not a lease. It is a license to use CITY-owned property, and may be revoked at will by CITY, in its sole discretion. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a result of such revocation or the termination of this Permit. PERMITTEE expressly waives any claim for expense or loss which PERMITTEE might incur as a result of CITY's revocation or termination of this Permit.
8. No Holdover. If PERMITTEE continues to occupy the Permit Area after the expiration or earlier termination of this Permit, such occupancy shall neither constitute a renewal or extension of this Permit, nor give PERMITTEE any rights in or to the Permit Area.
9. Termination. PERMITTEE may terminate this Permit for any reason upon thirty (30) days prior written notice.
10. Restoration of Permit Area. Except as otherwise provided in this Permit, prior to the expiration or as soon as practicable after termination of this Permit, PERMITTEE shall restore the Permit Area to its condition on the Effective Date, normal wear and tear excepted.
11. Permit Fee. PERMITTEE shall pay the Permit Fee to CITY upon execution of this Permit.
12. Maintenance of the Permit Area. PERMITTEE shall, at PERMITTEE's sole cost and expense and to CITY's satisfaction, maintain the Permit Area in good order and repair and in a safe, healthy, and sanitary condition at all times during the Term. CITY shall not be required to make any improvements or repairs to the Permit Area. PERMITTEE shall keep the Permit Area free and clear of rubbish, debris, and litter at all times. PERMITTEE shall keep the Permit Area free and clear of weeds and brush as reasonably directed by CITY and to CITY's reasonable satisfaction.

13. Inspection. CITY may at all times enter and inspect the Permit Area.
14. Improvements/Alterations. PERMITTEE shall not construct any improvements, structures, or installations on the Permit Area, and shall not alter the Permit Area without the express written consent of CITY. Except as required by law, CITY shall not be obligated to make any repair or assume any expense for any improvements or alterations to the Permit Area.
15. Insurance. PERMITTEE shall deliver to CITY's Real Estate Assets Department a current certificate of insurance and relevant endorsements for:
 - (1) Commercial General Liability Insurance, providing coverage on the Permit Area for bodily injury, including death, personal injury, and property damage with limits of at least Two Million Dollars (\$2,000,000) per occurrence, subject to an annual aggregate of at least Four Million Dollars (\$4,000,000);
 - (2) Automobile Liability Insurance, providing coverage on the Permit Area for all bodily injury and property damage, with a limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles) operated in performing any and all work pursuant to this Permit. Coverage shall be written on *ISO form CA 00 01 12 90*, or a substitute form providing equivalent liability coverage; and
 - (3) Workers' Compensation Insurance, as required by the laws of the State of California for all of PERMITTEE's employees who are subject to this Permit, with Employers' Liability coverage with a limit of at least One Million Dollars (\$1,000,000).
 - a. Additional Insureds. Pursuant to a separate endorsement [CG2010 (11/85) or equivalent form], "The City of San Diego, its elected officials, officers, employees, representatives, and agents" shall be named as additional insureds in all policies.
 - b. Primary & Non-Contributory. Insurance policies shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or maintained by CITY.
 - c. Qualified Insurer(s). All insurance required by the terms of this Permit must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to CITY. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet CITY requirements.
 - d. Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of PERMITTEE and must be disclosed and acceptable to CITY at the time evidence of insurance is provided.
 - e. Continuity of Coverage. All policies shall be in effect on or before the first day of the

Term, except "course of construction fire insurance" shall be in force on commencement of all authorized construction, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. The policies shall be kept in force for the duration of the Term. At least thirty (30) days prior to the expiration of each insurance policy, PERMITTEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Permit. PERMITTEE shall provide proof of continuing insurance at least annually during the Term. If insurance lapses or is discontinued for any reason, PERMITTEE shall immediately notify CITY and obtain replacement insurance as soon as possible.

- f. Modification. To ensure protection from and against the kind and extent of risk existing with the Permit Use or the Permit Area, CITY, at its discretion, may require the revision of amounts and coverage at any time during the Term by giving PERMITTEE thirty (30) days prior written notice. PERMITTEE shall also obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY's reasonable re-evaluation of risk levels related to the Permit Use or the Permit Area.
 - g. Accident Reports. PERMITTEE shall immediately report to CITY any accident causing property damage or injury to persons and related to the Permit Use or the Permit Area. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.
 - h. Causes of Loss - Special Form Property Insurance. PERMITTEE shall obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all of PERMITTEE's insurable property related to the Permit Use or the Permit Area in an amount to cover 100 percent (100%) of the replacement cost. PERMITTEE shall deliver to CITY a certificate of such insurance.
16. Indemnification & Hold Harmless. PERMITTEE shall protect, defend, indemnify, and hold CITY and its elected officials, officers, employees, representatives, and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to PERMITTEE's officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with this Permit or PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area, and all expenses of investigating and defending against same, including without limitation attorney fees and costs; provided, however, that PERMITTEE's duty to indemnify and hold harmless shall not include any claims or liability arising from the sole negligence or intentional misconduct of CITY and its elected officials, officers, employees, representatives, and agents. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, PERMITTEE shall pay all

reasonable costs related thereto, including without limitation reasonable attorney fees and costs.

17. Compliance with Laws. PERMITTEE shall at all times comply with all applicable laws, rules, and regulations, and direction by competent governmental authority at PERMITTEE's sole cost and expense.
18. California Public Records Act. CITY shall determine, in its sole discretion, whether information provided by PERMITTEE pursuant to this Permit is or is not a public record subject to disclosure under the California Public Records Act. PERMITTEE shall hold CITY, its elected officials, officers and employees harmless for CITY's disclosure of any such information in response to a request for information under the CPRA.
19. No Discrimination. PERMITTEE shall not discriminate in any manner against any person on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in PERMITTEE's use of the Permit Area.
20. Disabled Access Compliance. PERMITTEE shall comply with all applicable state and federal laws and regulations enacted protecting the rights of people with disabilities.
21. PERMITTEE's Risk. PERMITTEE shall bear all risks and liability arising out of or in any manner directly or indirectly connected with PERMITTEE's use and occupancy of the Permit Area and any damages to the improvements on, under, or in the vicinity of the Permit Area resulting directly or indirectly thereby.
22. No Nuisance. PERMITTEE shall not use the Permit Area in any manner which creates a nuisance or unreasonably disturbs the quiet enjoyment of persons in and to the surrounding area.
23. Assignment and Sublicense. PERMITTEE shall not assign or sublicense any rights granted by this Permit or any interest in this Permit without CITY's prior written consent. Any assignment by operation of law shall automatically terminate this Permit.
24. Encumbrances. PERMITTEE shall keep the Permit Area and any CITY-owned property of which the Permit Area is a part free from all encumbrances and liens of any nature which arise out of or are in any manner directly or indirectly connected with this PERMITTEE's use and occupancy of the Permit Area, including without limitation PERMITTEE's failure or the failure of any contractor or subcontractor hired by PERMITTEE to pay any person or persons referred to in Section 3181 of the California Civil Code (or other applicable sections thereof).
25. Taxes. PERMITTEE shall pay, before delinquency, all taxes, assessments, and fees assessed or levied by reason of PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area, including without limitation licensing and permitting costs and fees. PERMITTEE acknowledges that this Permit may create a possessory interest subject to property taxation, and that PERMITTEE may be subject to the payment

of taxes levied on that interest. PERMITTEE shall pay all such possessory interest taxes. PERMITTEE's payment for such taxes, fees, and assessments shall not reduce any payment due CITY.

26. Hazardous Materials: Permittee shall not allow the installation or release of hazardous substances in, on, under, or from the Permit Area or any City property. Permittee and Permittee's agents and contractors shall not store, utilize, or sell any hazardous substance on the Permit Area or City property without the prior written consent of the Park and Recreation Director. 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 of California's list of hazardous substances. A copy of the presently effective EPA and the State lists is on file in the Office of the City Clerk as Document 769704 and by this reference is incorporated into this Permit.
- 26.1 Remediation. If Permittee's occupancy, use, development, maintenance, or restoration of the Permit Area ("Permittee's Operations") results in a release of any hazardous substance, Permittee shall pay at its sole and complete expense any and all costs of remediation and removal of the hazardous substance in accordance with all applicable laws, rules, and regulations of governmental authorities.
- 26.2 Indemnity. Permittee shall protect, defend, indemnify, and hold CITY, harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from Permittee's occupancy, use, development, maintenance, or restoration of the Permit Area, including but not limited to costs of environmental assessments, costs of remediation and removal, any necessary response costs, damages for injury to natural resources or the public, and costs of any health assessment or health effect studies.
- 26.3 Notice of Release. If Permittee knows or has reasonable cause to believe that a hazardous substance has been released on or beneath the Permit Area or any City Property, Permittee shall immediately notify the CITY and deliver a written report thereof to CITY within three (3) business days of receipt of the knowledge or cause for belief. If Permittee knows or has reasonable cause to believe that such substance is an imminent and substantial danger to public health and safety, Permittee shall take all actions necessary to alleviate the danger. Permittee shall notify the CITY immediately of any notice of violation received or initiation of environmental actions or private suits related to the Permit Area or any City property.
27. Environmental Assessment. Upon reasonable cause to believe that Permittee's Operations resulted in any hazardous substance being released on or beneath the Permit Area or any City Property, CITY may require an environmental assessment of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. The environmental assessment shall be obtained at Permittee's sole cost and

expense, and shall establish what, if any, hazardous substances have more likely than not been caused by Permittee's Operations on, in, or under the Permit Area or any City property, and in what quantities. If any such hazardous substances exist in quantities greater than allowed by city, county, state, or federal laws, statutes, ordinances, or regulations, then the environmental assessment shall include a discussion of such 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. Permittee shall cause, or if Permittee fails to do so within a reasonable period of time, CITY may cause, the remediation and/or removal recommended in the environmental assessment such that compliance with environmental law is achieved, and Permittee shall pay all costs and expenses therefor.

28. **Water Quality Assurances:** The Permittee shall comply with all applicable requirements of the National Pollutant Discharge Elimination System ("NPDES") Permit No. R9-2007-0001 in force when this permit takes effect, and with any NPDES permit which succeeds R9-2007-0001. Permittee shall comply with San Diego Municipal Code Chapter 4, Article 3, Division 3 (Stormwater Management and Discharge Control), as amended from time to time. Compliance shall include implementing "Best Management Practices" to control and prevent discharge of "Pollutants," including waste, debris, and sediment, into "Storm Water Conveyance System" to the "Maximum Extent Practicable," as those terms are defined in the San Diego Municipal Code. "Best Management Practices" shall include: 1) applying effective soil erosion control practices for areas of soil and vegetation disturbance; (2) applying effective sediment control practices down slope of areas of soil and vegetation disturbance; (3) covering or otherwise protecting materials that are stored on-site; and (4) carefully controlling application of fertilizers and pesticides.
29. **Waiver.** The property constituting the Permit Area is publicly owned and held in trust for the benefit of CITY's citizens. CITY's failure to insist upon the strict performance of any of PERMITTEE's obligations under this Permit, in one or more instance, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. CITY's waiver of a default shall not be a waiver of any other default. Any waiver of a default must be in a writing executed by CITY to constitute a valid and binding waiver. CITY's delay or failure to exercise a right or seek a remedy shall not be deemed a waiver of that or any other right or remedy under this Permit, at law, or in equity. The exercise of any particular right or the use of any particular remedy for any default shall not waive the use of any other right or remedy for the same default or for another or later default. CITY's acceptance of any rents shall not be a waiver of any default preceding the rent payment. CITY's failure to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but CITY may at any and all times require the cure of the default.
30. **Cumulative Remedies.** CITY's rights and remedies under this Permit are cumulative and shall not limit or otherwise waive or deny any of CITY's rights or remedies at law or in equity.

31. Survival. Any obligation which accrues under this Permit prior to its expiration or termination shall survive such expiration or termination.
32. Joint and Several Liability. If PERMITTEE is comprised of more than one person or legal entity, such persons and entities, and each of them, shall be jointly and severally liable for the performance of each and every obligation of PERMITTEE under this Permit.
33. No Affiliation. Nothing contained in this Permit shall be deemed or construed to create a partnership, joint venture, or other affiliation between CITY and PERMITTEE or between CITY and any other entity or party, or cause CITY to be responsible in any way for the debts or obligations of PERMITTEE or any other party or entity.
34. Entire Agreement. This Permit constitutes the entire agreement between the parties and supersedes any and all prior understandings, representations, warranties, and agreements between them pertaining to this Permit and PERMITTEE's occupancy, use, development, maintenance, and restoration of the Permit Area. Any modification, alteration, or amendment of this Permit shall be in writing and signed by all the parties hereto.
35. [Reserved.]
36. Notices. Any notice required or permitted to be given under this Permit shall be in writing and may be served personally or delivered by United States mail, postage prepaid, and addressed to PERMITTEE at PERMITTEE's Address for Notices, and to CITY as follows:

THE CITY OF SAN DIEGO
Attention: Director, Real Estate Assets Department
1200 Third Avenue, Suite 1700 (MS 51A)
San Diego, California 92101
(619) 236-6020

With a copy by First Class Mail to: SAN DIEGO CITY ATTORNEY
Attn: Real Property Section
1200 Third Avenue, Suite 1100
San Diego, California 92101-4106

37. Authority to Contract. Each individual executing this Permit on behalf of another person or legal entity represents and warrants that they are authorized to execute and deliver this Permit on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Permit is binding upon such person or entity in accordance with its terms. Each person executing this Permit on behalf of another person or legal entity represents and warrants such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

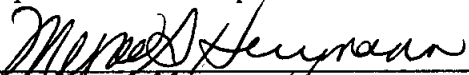
38. Acceptance of Permit Area. By signing this Permit, PERMITTEE represents and warrants that it has independently inspected the Permit Area and made all tests, investigations, and observations necessary to satisfy itself as to the condition of the Permit Area and its suitability for the Permit Use. PERMITTEE further represents and warrants that it is not relying on any representation by CITY as to the condition of the Permit Area or its suitability for the Permit Use, and that PERMITTEE is relying solely on its own and independent inspections, tests, investigations and observations of the Permit Area in entering into this Permit. PERMITTEE accepts the Permit Area in its current condition, and acknowledges and agrees that CITY has fulfilled all obligations it may have had to improve, modify, repair, replace, alter, or otherwise develop the Permit Area prior to the Effective Date. PERMITTEE shall not hold CITY responsible for any defects in the Permit Area. PERMITTEE accepts and assumes all risk of harm to all persons and property, including without limitation PERMITTEE's employees, from any defects in the Permit Area, and shall be solely responsible therefor.

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ENVIRONMENTAL ANALYSIS SECTION ENVIRONMENTAL CLEARANCE:

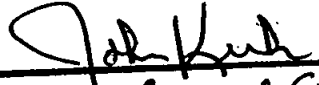
Pursuant to CEQA Section 15352(a), approval of this Use & Occupancy Permit with SANDAG to allow access to City-owned property for the sole purpose of conducting subsurface investigation (utility potholing) to support design efforts for the Mid-Coast Corridor Transit Project does not constitute approval of the Project. Approval of the Project will occur once the EIR - which is currently out for public review has been completed in accordance with the provisions of CEQA Section 15004. Although not yet certified, the environmental analysis conducted for the project and detailed in the DEIR (SCH No. 2010051001) adequately covers the areas associated with this activity. This action will not foreclose review of alternatives or mitigation measures by the public as part of the CEQA process.

Approved by Environmental Analysis Section,
Development Services Department.

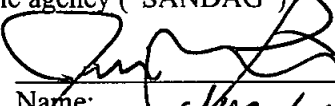
BY: 
Name: Myra Herrmann
Title: Senior Planner

IN WITNESS WHEREOF, this Permit is executed to be effective as of the Effective Date.

**Approved as to form
by Office of General Counsel**


General Counsel

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning
public agency ("SANDAG")

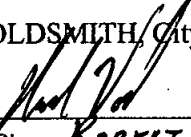
BY: 
Name: John L. Smith
Title: Director, M&P

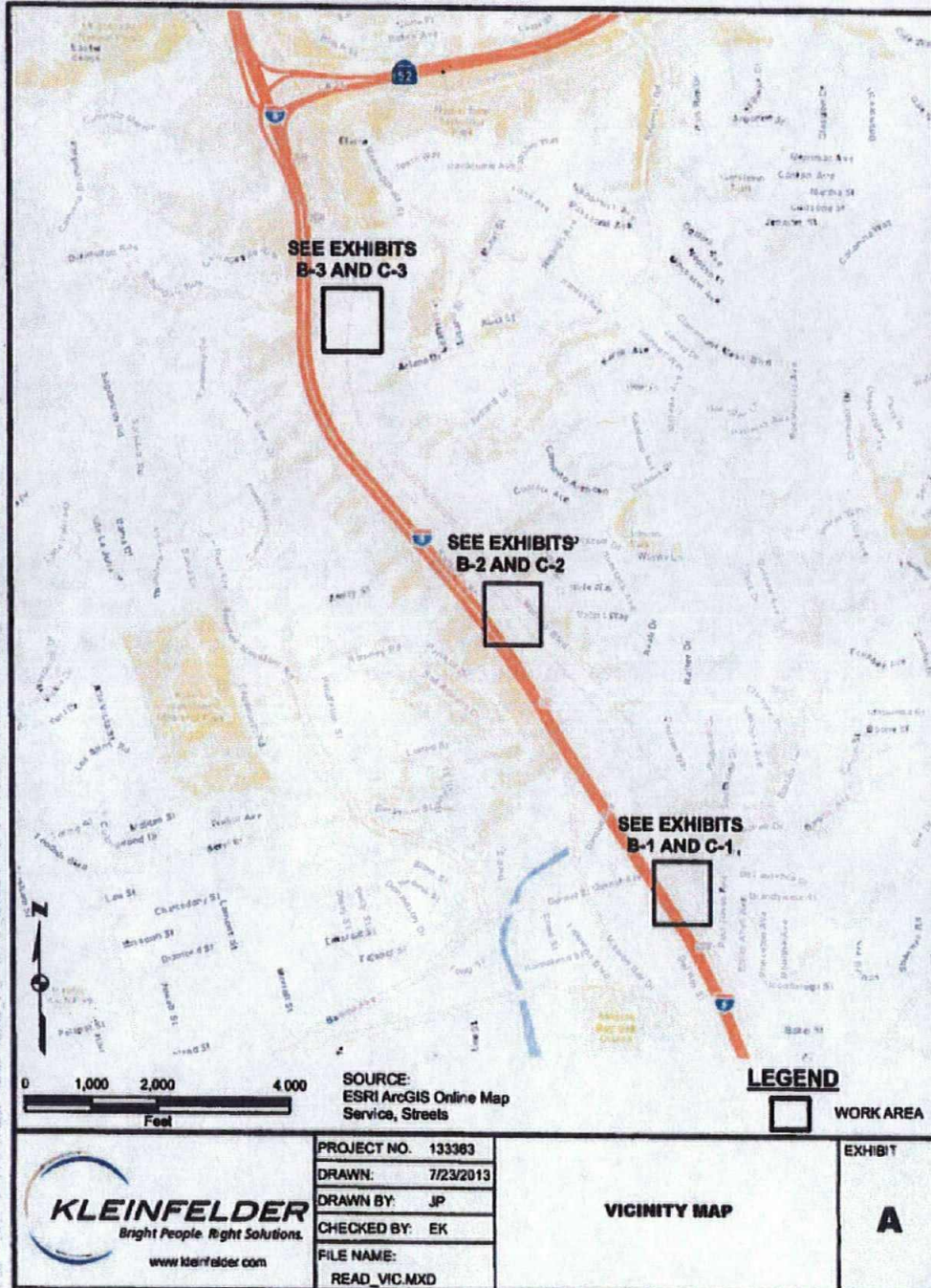
THE CITY OF SAN DIEGO, a California municipal
corporation

BY: 
Name: James F. Barwick, CCIM
Title: Director, Real Estate Assets

Approved as to form and legality:

JAN I. GOLDSMITH, City Attorney

BY: 
Name: ROBERT VRECHI
Title: DEPUTY CITY ATTORNEY

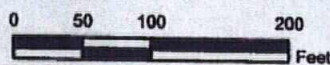






LEGEND

— PROPOSED SEISMIC LINE LOCATION



IMAGERY SOURCE:

ESRI ONLINE MAPS,
IMAGERY, MAY 3, 2010



PROJECT NO.	133363
DRAWN BY:	7/23/2013
CHECKED BY:	JP
FILE NAME:	EK
	READ_RoseSo.MXD

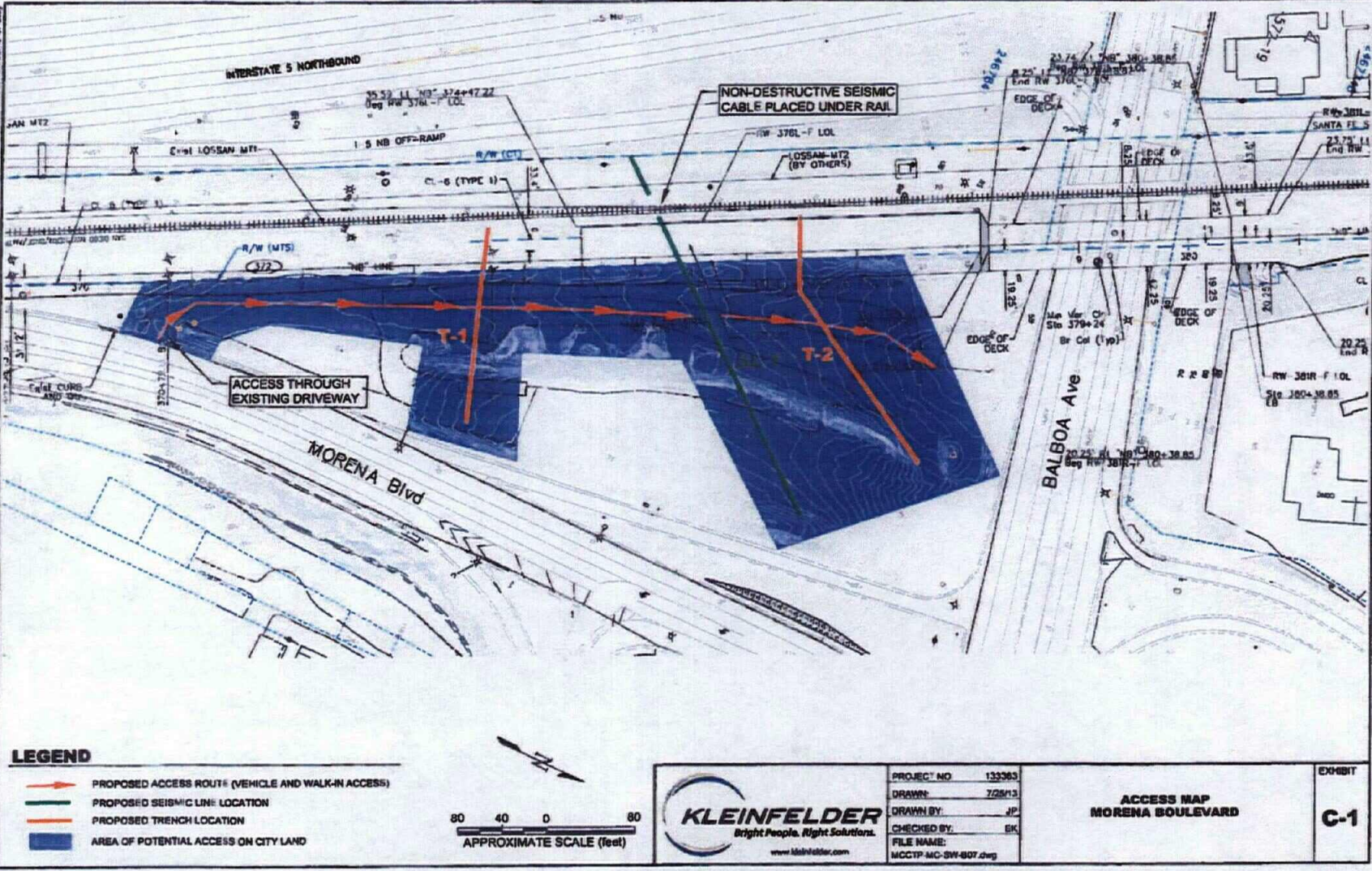
**AERIAL OF SITE PLAN
ROSE CREEK SOUTH**

EXHIBIT

B-2



CAD FILE: J:\client\GARDENWAY-Coach\33365055\Draw_P8_PWF\For Feat Study Area\ LAYOUT READ MORENA
 PLOTTED: 25 Jul 2013 10:30am JP889



LEGEND

- PROPOSED ACCESS ROUTE (VEHICLE AND WALK-IN ACCESS)
- PROPOSED SEISMIC LINE LOCATION
- PROPOSED TRENCH LOCATION
- AREA OF POTENTIAL ACCESS ON CITY LAND

80 40 0 80
 APPROXIMATE SCALE (feet)



PROJECT NO: 133363
 DRAWN BY: JPM
 CHECKED BY: BK
 FILE NAME: MCCIP-MC-SW-807.dwg

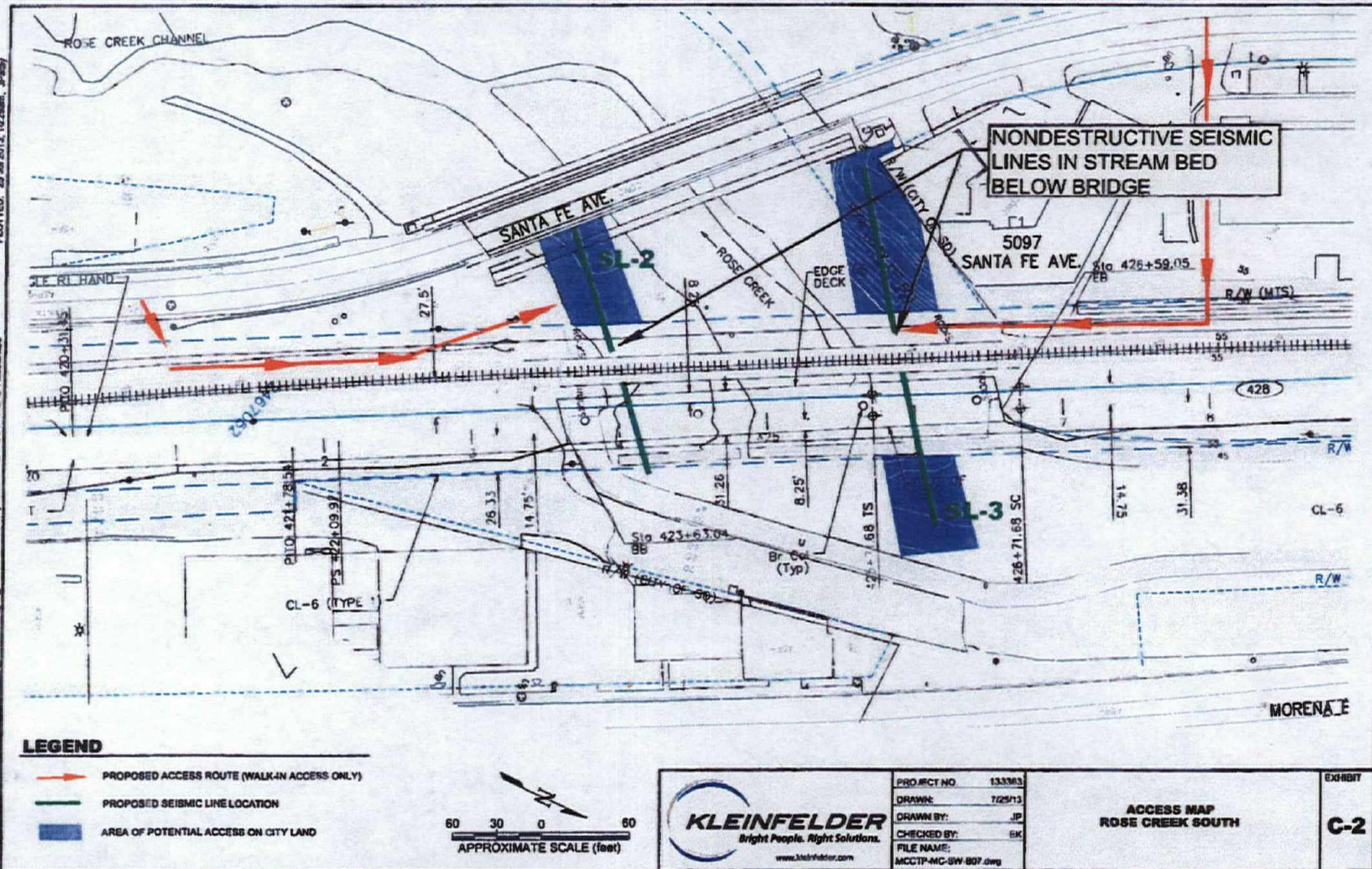
ACCESS MAP
 MORENA BOULEVARD

EXHIBIT
 C-1

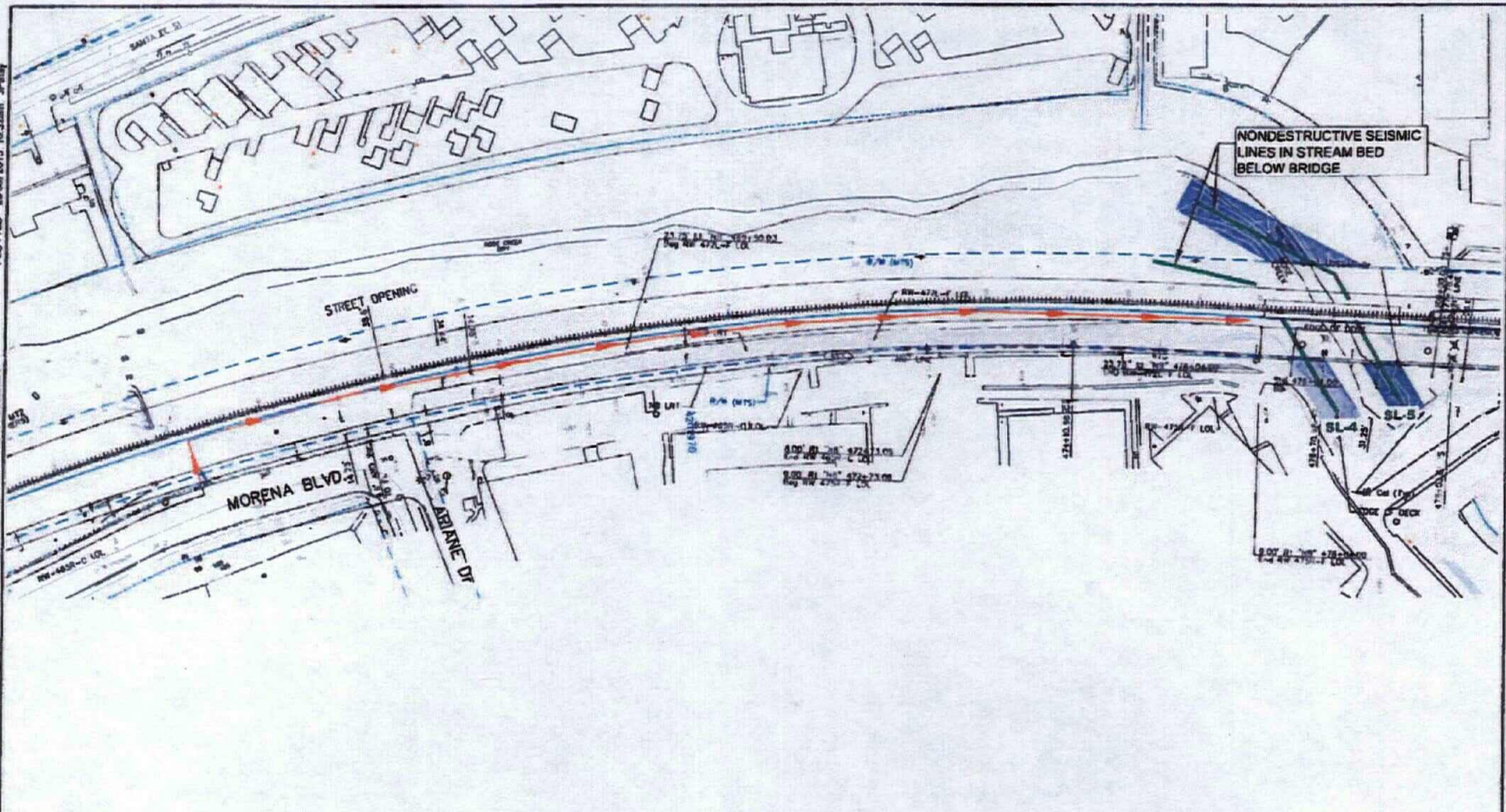
PLOTTED: 26 Jul 2013, 10:28am, JPrzy

LAYOUT READ RoseCk50

CAD FILE: J:\GIS\GIS\DATA\Coastal\33300\GIS\RoseCk50_P8_PWW\Fault Study Area.mxd

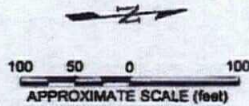


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 PLOTTED: 25 Jul 2013 10:32am JP/ky
 LAYOUT: READ READ.dwg



LEGEND

- PROPOSED ACCESS ROUTE (WALK-IN ACCESS ONLY)
- PROPOSED SEISMIC LINE LOCATION
- AREA OF POTENTIAL ACCESS ON CITY LAND



PROJECT NO. 133363
 DRAWN: 7/25/13
 DRAWN BY: JP
 CHECKED BY: SK
 FILE NAME: MCDIF-MC-SW-807.dwg

**ACCESS MAP
 ROSE CREEK OVERHEAD**

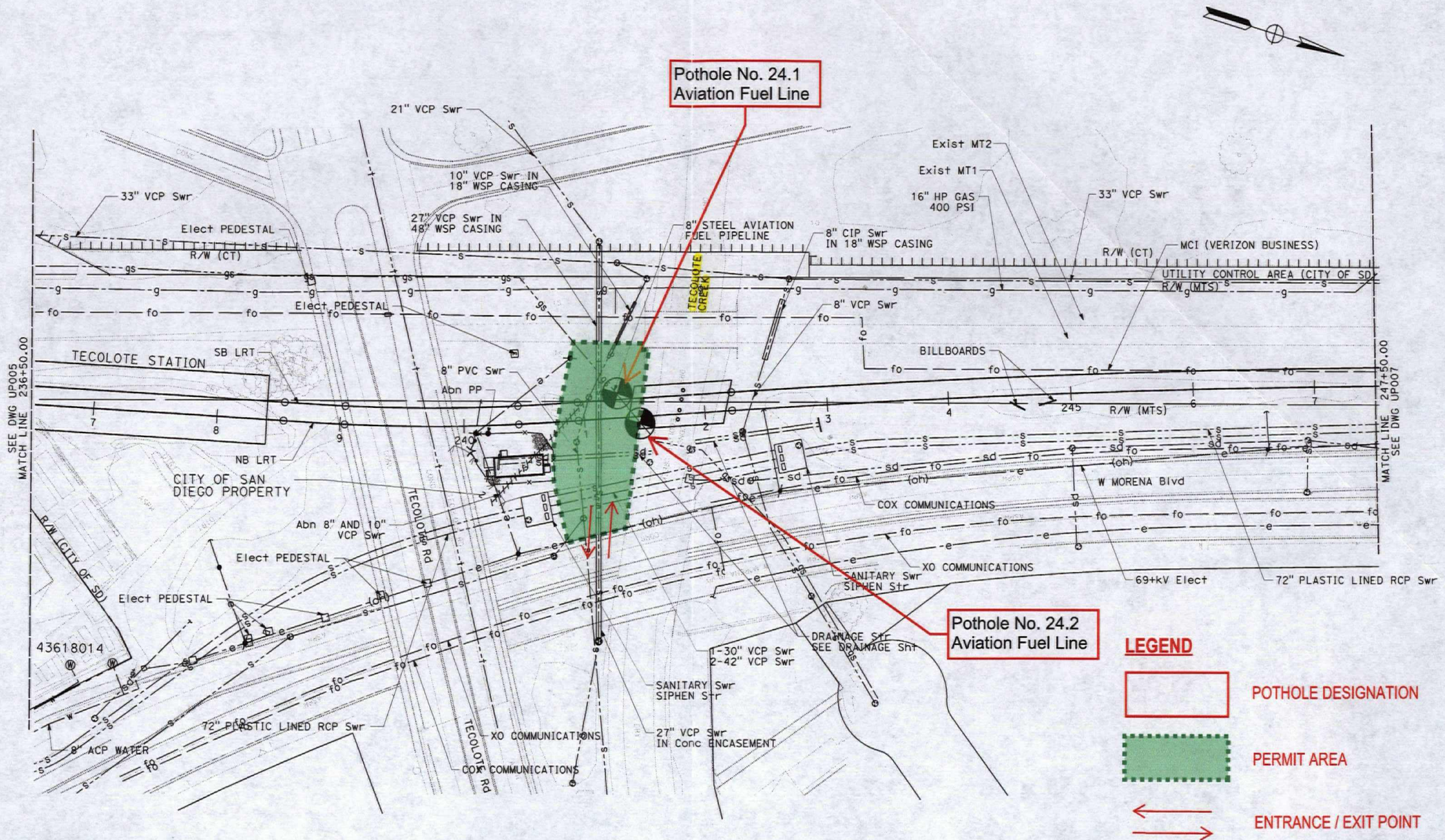
EXHIBIT
C-3



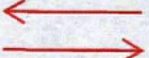
PORTION OF IN-PLACE SEISMIC SURVEY CABLE LINE

 KLEINFELDER Bright People. Right Solutions. www.kleinfelder.com	PROJECT NO. 133363	SEISMIC LINE EQUIPMENT	EXHIBIT
	DRAWN: 7/23/2013		D
	DRAWN BY: JP		
	CHECKED BY: EK		
	FILE NAME: READ equip.MXD		

12-MAR-2013 18:20 L1J1



LEGEND

-  POTHOLE DESIGNATION
-  PERMIT AREA
-  ENTRANCE / EXIT POINT

**PB PARSONS
BRINCKERHOFF**

401 B STREET, SUITE 1650 SAN DIEGO, CA 92101
TEL (619) 338-9376 FAX (619) 338-8123

RELATIVE BORDER SCALE
IS IN INCHES



**MID-COAST CORRIDOR
TRANSIT PROJECT**

DESIGNED BY	DATE
DRAWN BY	
CHECKED BY	
SANDAG	



San Diego Association of Governments

401 B STREET, SUITE 800, SAN DIEGO, CA 92101-4231 (619) 699-1900

MID-COAST CORRIDOR TRANSIT PROJECT
POTHOLE LOCATIONS

**CITY OF SAN DIEGO
EXHIBIT A-3**

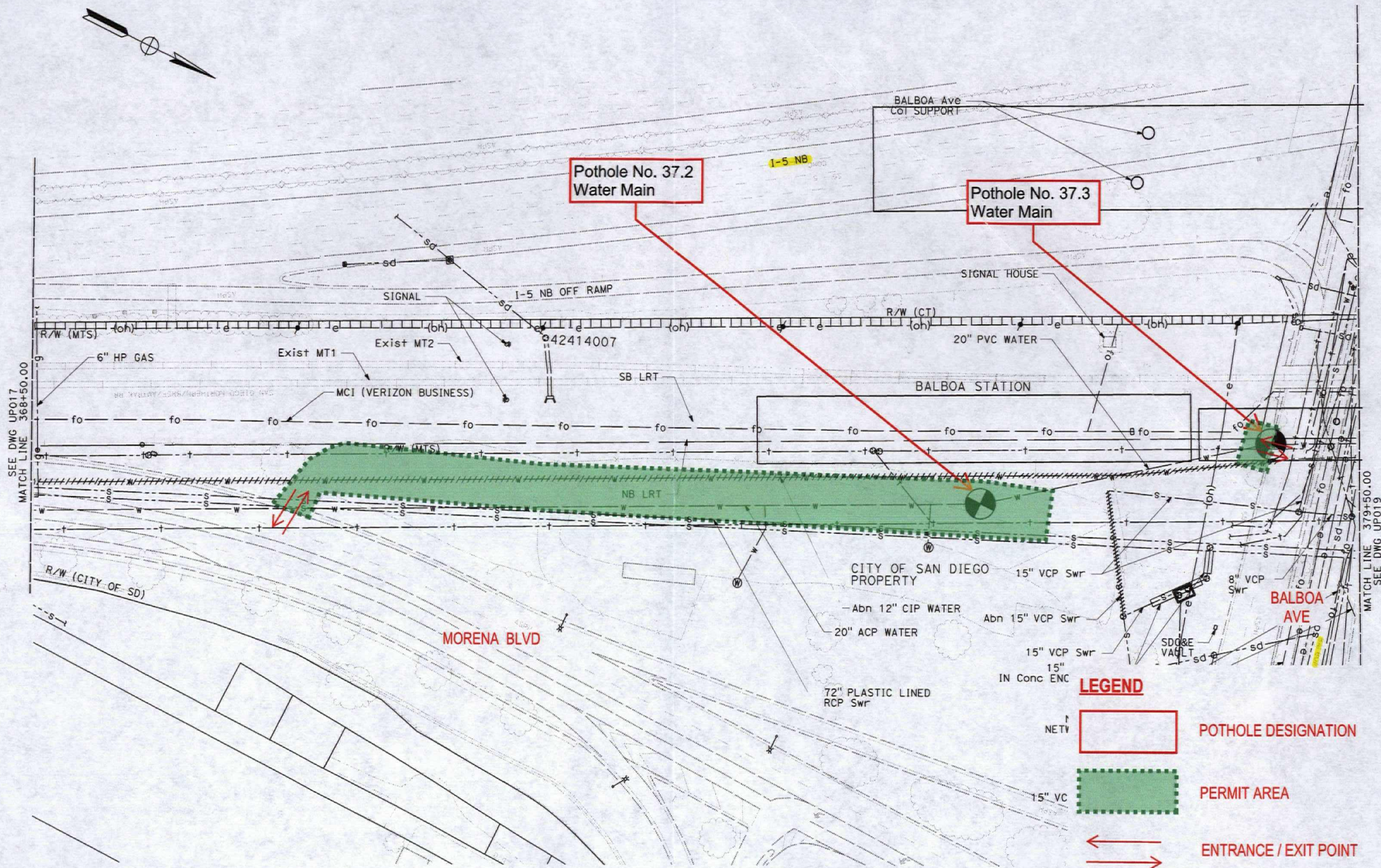
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DRAWING NO. SHEET NO.

Miller

09:25

03-APR-2013

12053f-CA-D02UP018.dgn



**PB PARSONS
BRINCKERHOFF**

401 B STREET, SUITE 1650 SAN DIEGO, CA 92101
TEL (619) 338-9376 FAX (619) 338-8123

RELATIVE BORDER SCALE
15 IN INCHES



**MID-COAST CORRIDOR
TRANSIT PROJECT**

DESIGNED BY DATE

DRAWN BY

CHECKED BY

SANDAG

SANDAG

San Diego Association of Governments

401 B STREET, SUITE 800, SAN DIEGO, CA 92101-4231(619) 699-1900

MID-COAST CORRIDOR TRANSIT PROJECT
POTHOLE LOCATIONS

**CITY OF SAN DIEGO
EXHIBIT A-4**

SCALE

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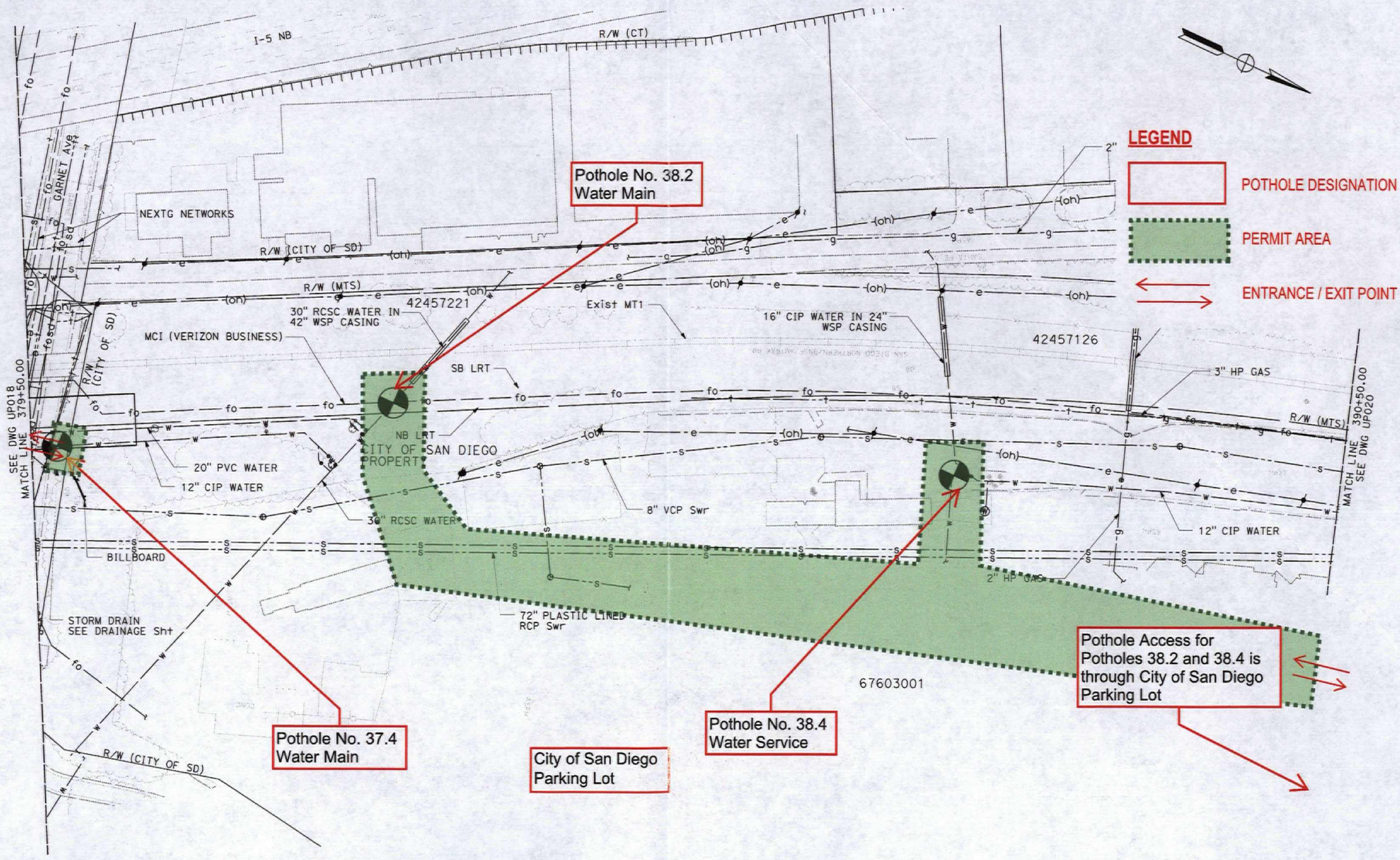
SANDAG CONTRACT NO.
5000932

DRAWING NO. SHEET NO.

Millerbm

03-APR-2013 09:25

12053F-CA-002UP019.dgn



401 B STREET, SUITE 1650 SAN DIEGO, CA 92101
TEL (619) 338-9376 FAX (619) 338-8123

RELATIVE BORDER SCALE
IS IN INCHES



MID-COAST CORRIDOR
TRANSIT PROJECT

DESIGNED BY	DATE
DRAWN BY	
CHECKED BY	
SANDAG	



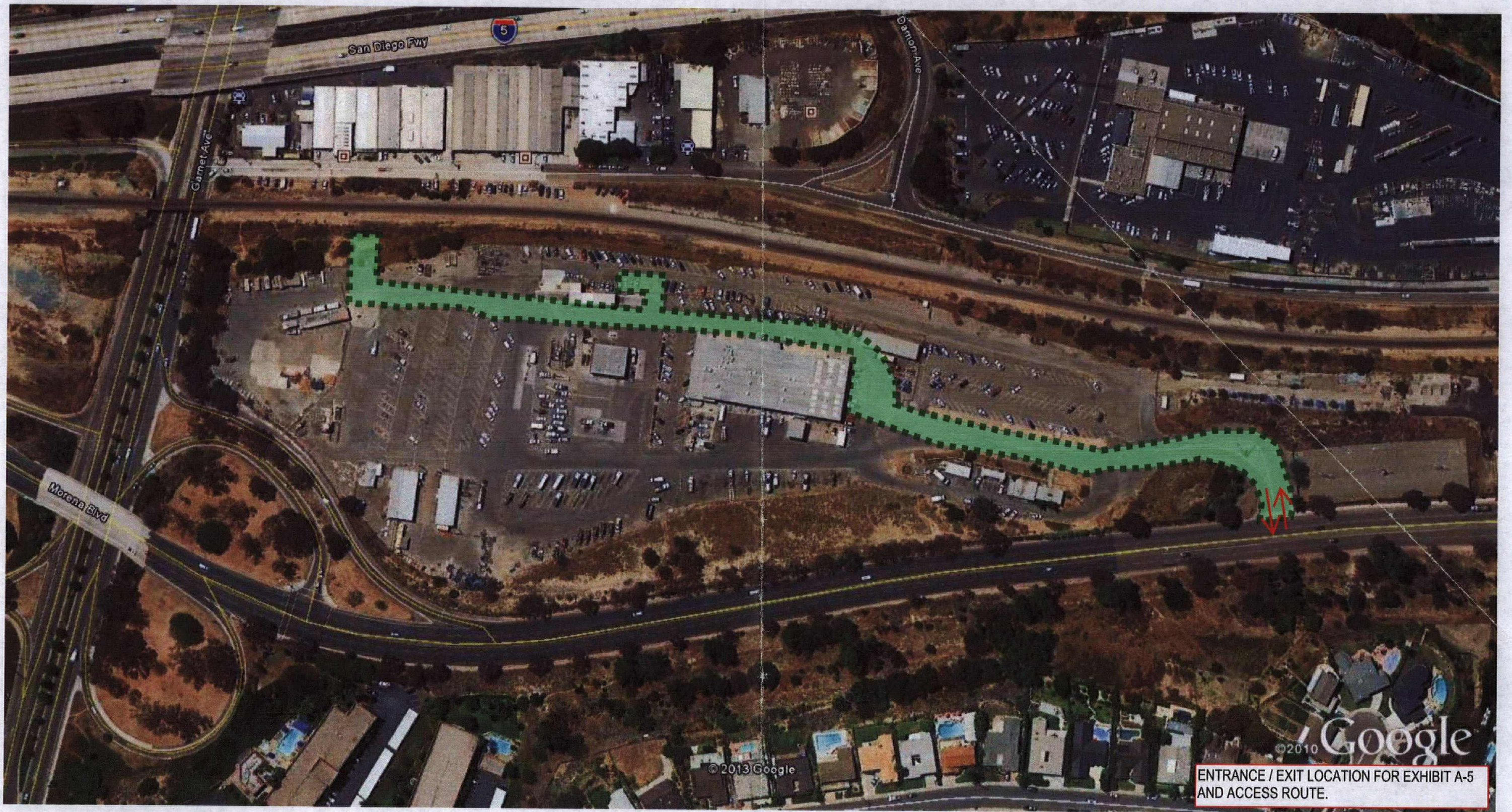
San Diego Association of Governments

401 B STREET, SUITE 800, SAN DIEGO, CA 92101-4231(619) 699-1900

MID-COAST CORRIDOR TRANSIT PROJECT
POTHOLE LOCATIONS

CITY OF SAN DIEGO
EXHIBIT A-5

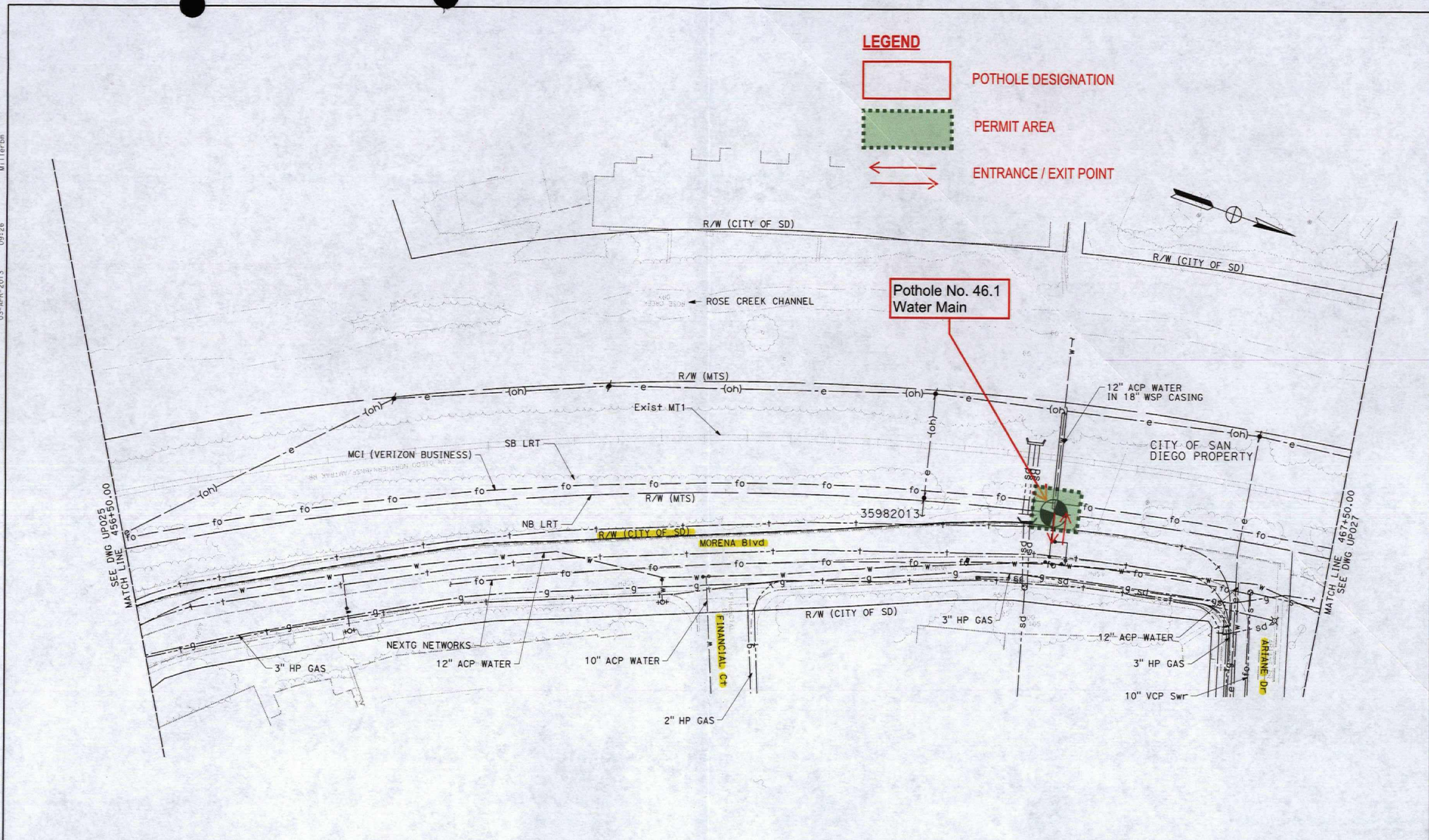
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SANDAG CONTRACT NO.
5000932
DRAWING NO. SHEET NO.



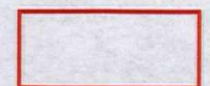
ENTRANCE / EXIT LOCATION FOR EXHIBIT A-5
AND ACCESS ROUTE.

03-APR-2013 09:26 Millerdm

12053F-CA-D02UP026.dgn



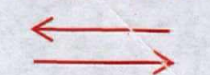
LEGEND



POTHOLE DESIGNATION



PERMIT AREA



ENTRANCE / EXIT POINT

Pothole No. 46.1
Water Main

PB PARSONS BRINCKERHOFF
401 B STREET, SUITE 1650 SAN DIEGO, CA 92101
TEL (619) 338-9376 FAX (619) 338-8123

RELATIVE BORDER SCALE
IS IN INCHES

0 1 2

MID-COAST CORRIDOR
TRANSIT PROJECT

DESIGNED BY	DATE
DRAWN BY	
CHECKED BY	
SANDAG	

SANDAG

San Diego Association of Governments
401 B STREET, SUITE 800, SAN DIEGO, CA 92101-4231 (619) 699-1900

MID-COAST CORRIDOR TRANSIT PROJECT
POTHOLE LOCATIONS

CITY OF SAN DIEGO
EXHIBIT A-6

SCALE
1"=40'
SANDAG CONTRACT NO.
5000932
DRAWING NO. SHEET NO.

Proposed Seismic Lines and Trenching Locations – Biological Resources Summary

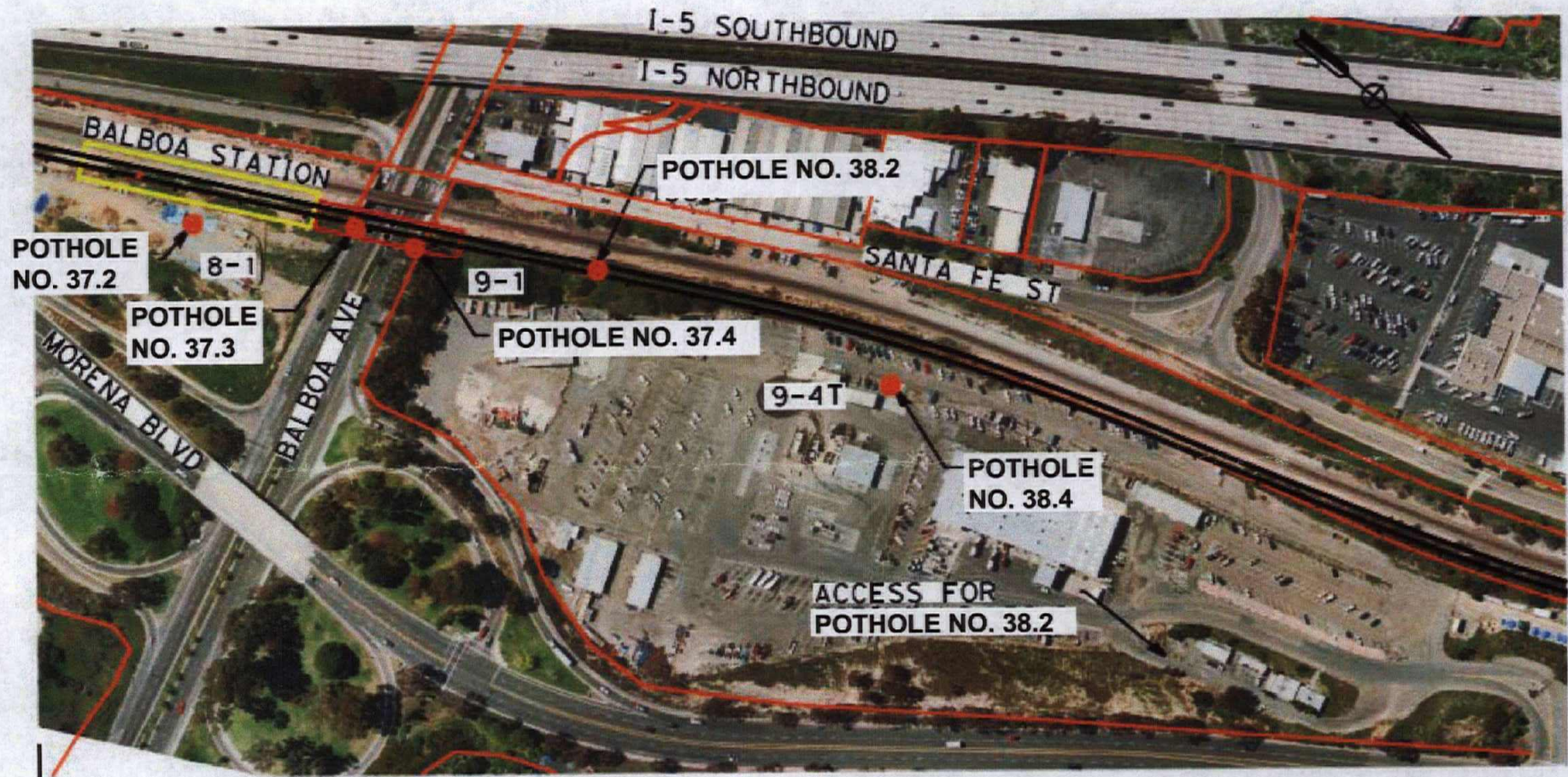
Location and Activity	Biological Resources Maps	Vegetation Communities	Special Status Species	Jurisdictional Resources	Potential Impacts
Morena Boulevard (seismic line and trenching)	Figure 4-4. Biological Resources Map 4 of 9	Disturbed habitat and developed land.	None.	None.	No impacts to biological resources are expected to occur.
Rose Creek South (seismic line)	Figure 4-4. Biological Resources Map 4 of 9	Disturbed coastal sage scrub, developed land, Eucalyptus woodland, disturbed wetlands, disturbed wetlands (concrete-lined), and southern willow scrub.	Yellow warbler, San Diego marsh elder, southwestern spiny rush, and decumbent goldenbush.	Areas within Rose Creek are under USACE, CDFW, and RWQCB jurisdiction.	Seismic lines would require limited foot traffic within disturbed wetlands and southern willow scrub vegetation. Access into disturbed coastal sage scrub, disturbed wetlands, southern willow scrub, and other potentially suitable nesting habitat would require surveys for nesting birds prior to any activities in the area. A monitoring biologist would be on site during work to ensure the avoidance and minimization of impacts associated with foot traffic into sensitive areas. Proposed boring activities are located within disturbed/developed areas and no impacts to biological resources are expected.
Rose Creek Overhead (seismic line)	Figure 4-4. Biological Resources Map 5 of 9	Ornamental, disturbed habitat, developed land, coastal sage scrub, southern willow scrub, and non-vegetated floodway and channel.	None within proposed work areas; yellow warbler located upstream of proposed activities.	Areas within Rose Creek are under USACE, CDFW, and RWQCB jurisdiction.	Seismic lines would require limited foot traffic within disturbed wetlands and southern willow scrub vegetation. Access into coastal sage scrub, southern willow scrub, and other potentially suitable nesting habitat would require surveys for nesting birds prior to any activities in the area. A monitoring biologist would be on site during work to ensure the avoidance and minimization of impacts associated with foot traffic into sensitive areas. Proposed boring and trenching activities are located within disturbed/developed areas and no impacts to biological resources are expected.

Special Status Species

- yellow warbler (*Dendroica petechial*), CDFW Species of Special Concern
- yellow-breasted chat (*Icteria virens*), CDFW Species of Special Concern
- southwestern spiny rush (*Juncus acutus*), CRPR 4.2
- San Diego marsh elder (*Iva hayesiana*), CRPR 2.2
- decumbent goldenbush (*Isocoma menziesii* var. *decumbens*), CRPR 1B.2

Exhibit B-1

Morena Blvd. and Balboa Ave/Rose Canyon Public Works Yard

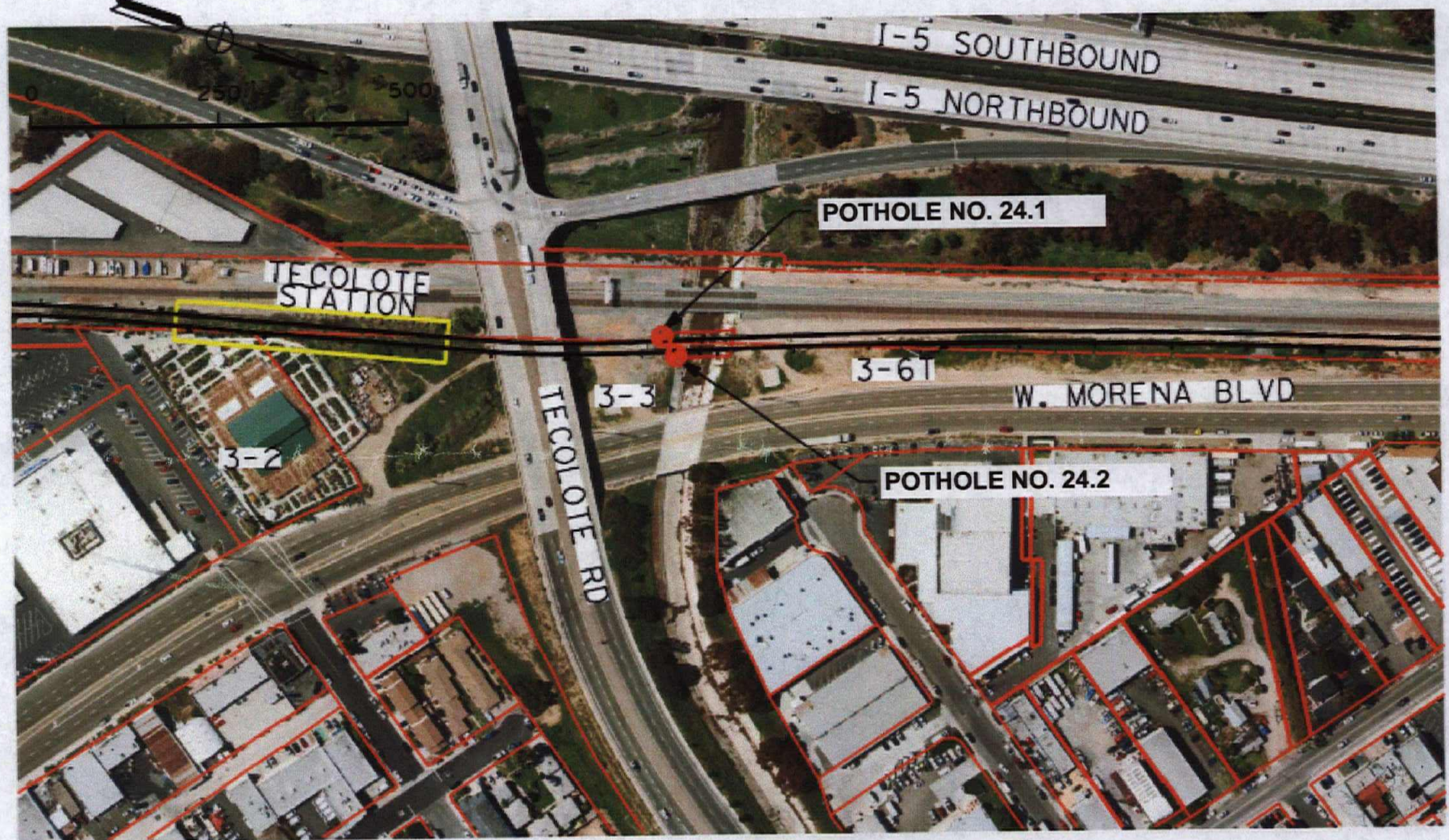


Potholing areas located on the corner of Balboa Avenue and Morena Boulevard

Potholing and access areas located between Morena Boulevard and Santa Fe Street in City's Rose Canyon Public Works Yard

Exhibit B-2

Morena Blvd. and Tecolote Rd.



Potholing areas located on Morena Boulevard and Tecolote Road overpass

Exhibit B-3

Morena Blvd. – Rose Creek Channel



Potholing area located on Morena Boulevard towards Ariane Dr.