



Real Estate Assets Department

SDC003

SD Assoc of Governments /02

K302 P3-DD1-ADD

Document Type

LEGAL DOCUMENTS



Sub - Category

AGREEMENTS

20



CITY OF SAN DIEGO ACCESS PERMIT

THIS CITY OF SAN DIEGO ACCESS 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 public agency ("PERMITTEE"), to be effective as of **FEBRUARY 15, 2012** (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 the existing access road running southerly across that certain CITY-owned real property located east of Interstate 805 and south of Mira Mesa Boulevard, referenced as "Frontage Road" on Assessor Parcel Map 341-32 as identified on **Exhibit A** and further described in **Exhibit B: Temporary Access Area**, attached hereto.
 - b. **"Permit Fee"** shall mean a one-time, non-refundable permit processing fee in the amount of Six Hundred Dollars (\$600).
 - c. **"Permit Use"** shall mean the non-exclusive use of the Permit Area only for pedestrian and motorized vehicle travel across the Permit Area for access to the adjoining property to the south.
 - d. **"PERMITTEE's Address for Notices"** shall be: **SANDAG**

401 B Street, Suite 800
San Diego, CA 92101
 - e. **"Term"** shall mean three (3) years, 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. PERMITTEE shall continuously occupy and use the Permit Area throughout the Term.
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. CITY's discretionary acts hereunder shall be made in the Mayor's discretion, unless otherwise expressly provided.
6. Term. The Term shall commence on the Effective Date. The Term shall not exceed three (3) years unless authorized by CITY's City Council.
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 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 assure 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.
- 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 use and occupancy of the Permit Area, and all expenses of investigating and defending against same, including without limitation attorneys' 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.
 - 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. 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.

21. 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.
22. 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.
23. 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).
24. 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.
25. Hazardous Substances. PERMITTEE shall not allow the illegal installation, storage, utilization, generation, sale or release of hazardous or otherwise regulated substances in, on, under, or from the Permit Area. For the purposes of this provision, a release shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" shall mean any hazardous liquid, solid, or gaseous material substances listed by the Environmental Protection Agency or the State of California as a hazardous substance, and any type of petroleum-related substances and their chemical constituents.
 - a. 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 without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary CITY response costs; (v) all fines, penalties, or fees assessed by any regulatory agency; (vi) damages for injury to natural resources,

PERMITTEE's officers, employees, invitees, guests, agents, or contractors, or the public; and (vii) all costs of any health assessments or health effect studies. CITY shall protect, defend, indemnify, and hold PERMITTEE harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from CITY's occupancy, use, development, maintenance, or restoration of the Permit Area.

26. 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.
27. 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.
28. Survival. Any obligation which accrues under this Permit prior to its expiration or termination shall survive such expiration or termination.
29. 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.
30. 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.
31. 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.
32. Legal Proceedings. If any party brings an action or proceeding against another party under this Permit, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses thereof, including without limitation reasonable attorney

fees and costs. The "prevailing party" shall be that party who obtains substantially the result sought, whether by settlement, dismissal, or judgment.

33. 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

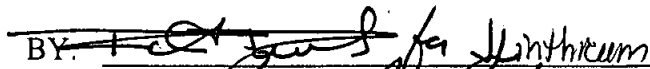
34. Authority to Contract. Each individual executing this Permit on behalf of another person or legal entity represents and warrants that they are authorized to execute and deliver this Permit on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

35. 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.

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

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a public agency

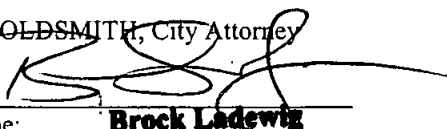
BY: 
Name: Ramon A. Ktelas
Title: Principal Engineer

THE CITY OF SAN DIEGO, a California municipal
corporation

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

Approved as to form and legality:

JAN I. GOLDSMITH, City Attorney

BY: 
Name: Brock Ladewig
Title: Deputy City Attorney

3
SHT 2

[illegible]

341-32
SHT 1 OF 4

4

$1^{\circ}=200'$

$\frac{1}{2}$

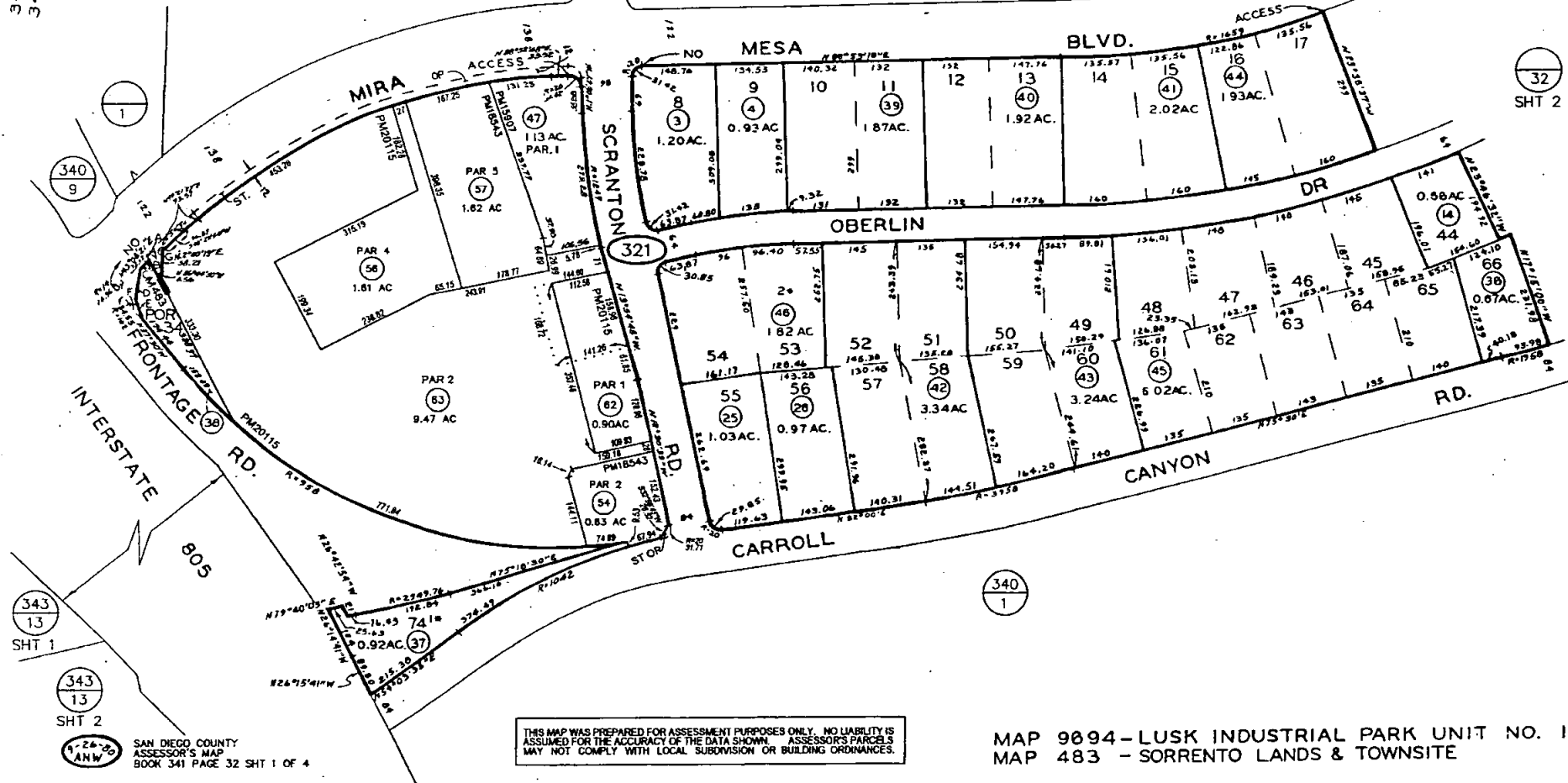
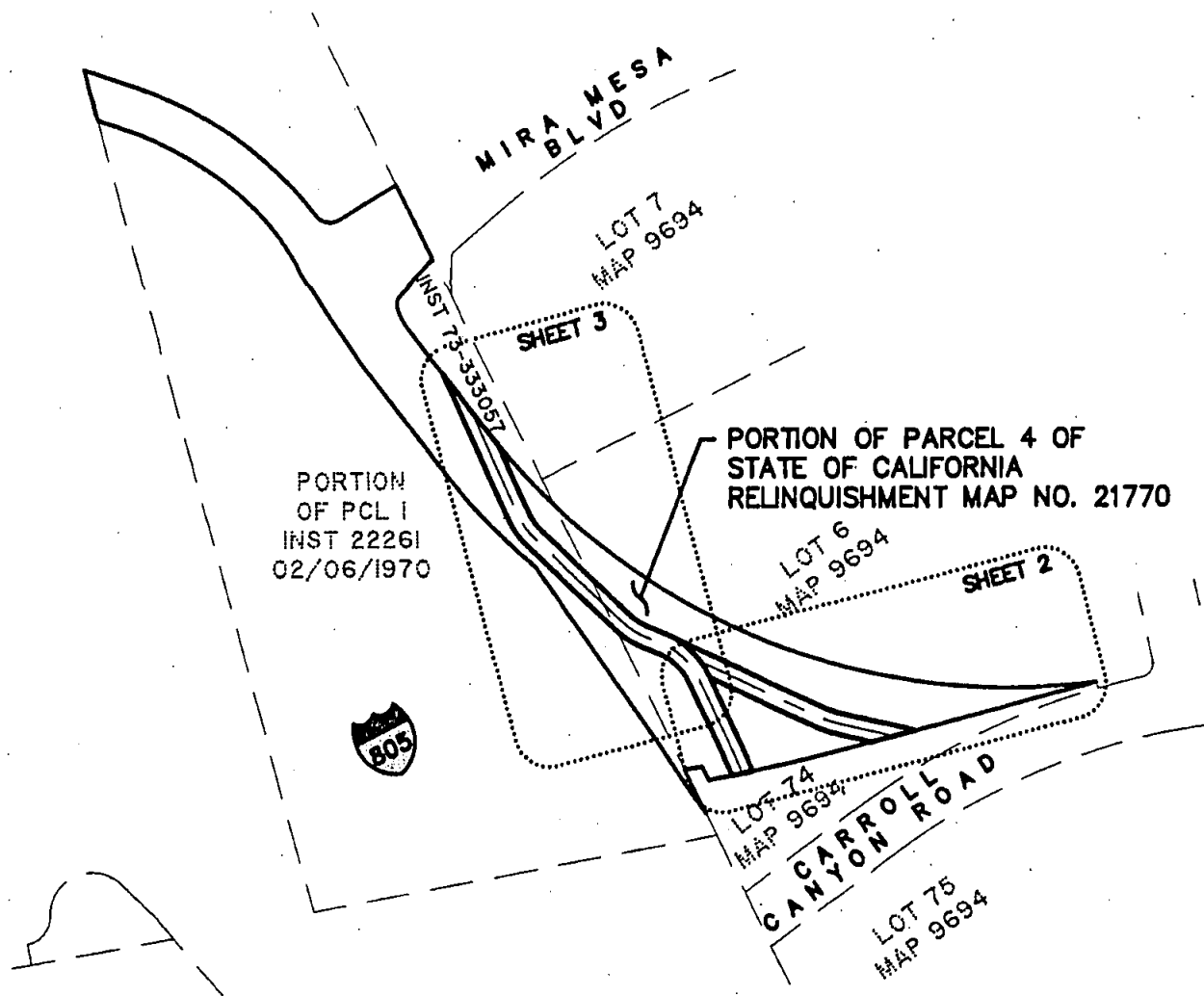


EXHIBIT "A"

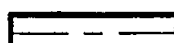
MAP 9894 - LUSK INDUSTRIAL PARK UNIT NO. 1
MAP 483 - SORRENTO LANDS & TOWNSITE

EXHIBIT "B"
CITY OF SAN DIEGO - TEMPORARY ACCESS EASEMENT
PLAT TO ACCOMPANY LEGAL DESCRIPTION ON EXHIBIT "A"

INDEX SHEET



LEGEND

-  AFFECTED PROPERTY
-  DESCRIPTION AREA
-  ADJACENT PROPERTY LINES

TOTAL AREA
29,093± SQUARE FEET



**DAVID EVANS
AND ASSOCIATES INC.**
4200 Concourse, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT "B"

JOB NO.:
SNDG-0000-0036

SHEET: 1 TOTAL: 4

COUNTY:

SAN DIEGO

CITY:

SAN DIEGO

**TEMPORARY
ACCESS EASEMENT**

APN:

N/A

CHECKED BY:

RMVE

DRAWN BY:

MXSM

DATE:

09/08/11

SCALE:

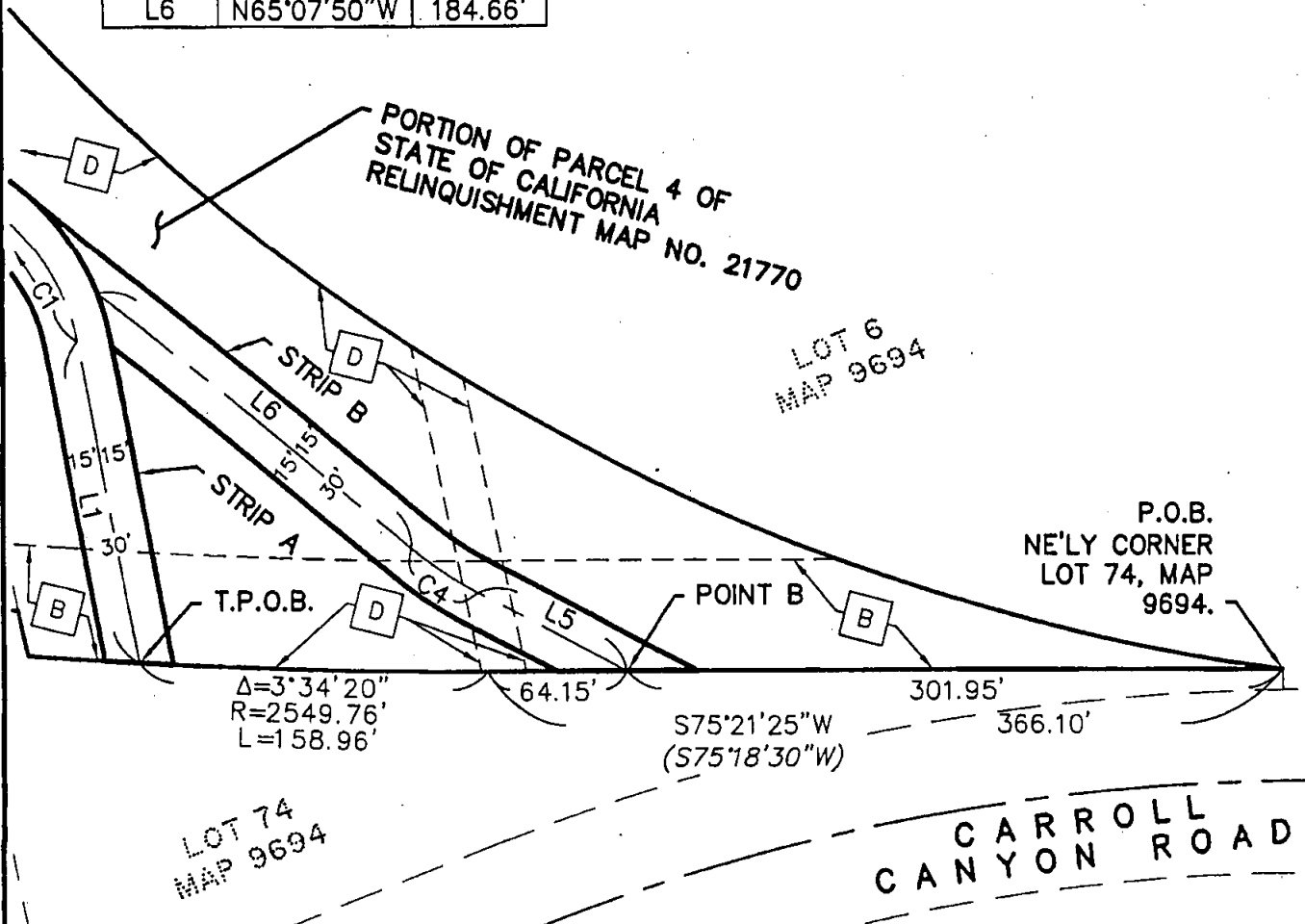
1"=250'

EXHIBIT "B"

CITY OF SAN DIEGO - TEMPORARY ACCESS EASEMENT PLAT TO ACCOMPANY LEGAL DESCRIPTION ON EXHIBIT "A"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N25°13'55"W	148.58'
L5	N77°00'46"W	77.21'
L6	N65°07'50"W	184.66'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	43°15'03"	100.00'	75.49'
C4	11°52'56"	175.00'	36.29'



LEGEND

- AFFECTED PROPERTY
- DESCRIPTION AREA
- ADJACENT PROPERTY LINES
- EXISTING EASEMENT DESCRIBED ON SHEET 4

(N75°18'30"E) RECORD BEARING PER MAP 9694



**DAVID EVANS
AND ASSOCIATES INC.**
4200 Concoors, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT "B"

JOB NO.:
SNDG-0000-0036
SHEET: 2 TOTAL: 4

COUNTY: SAN DIEGO

CITY: SAN DIEGO

TEMPORARY ACCESS EASEMENT

APN: N/A

CHECKED BY:
RMVE

DRAWN BY:
MXSM

DATE:
09/08/11

SCALE:
1"=80'

EXHIBIT "B"
CITY OF SAN DIEGO - TEMPORARY
ACCESS EASEMENT
PLAT TO ACCOMPANY LEGAL
DESCRIPTION ON EXHIBIT "A"

PORTION
 OF PCL 1
 INST 22261
 02/06/1970

DIRECTOR'S DEED
 11/30/1973
 INST 73-333037

LOT 7
 MAP 9694

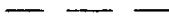
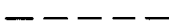
PORTION OF PARCEL
 OF STATE OF CALIFORNIA
 RELINQUISHMENT MAP
 NO. 21770

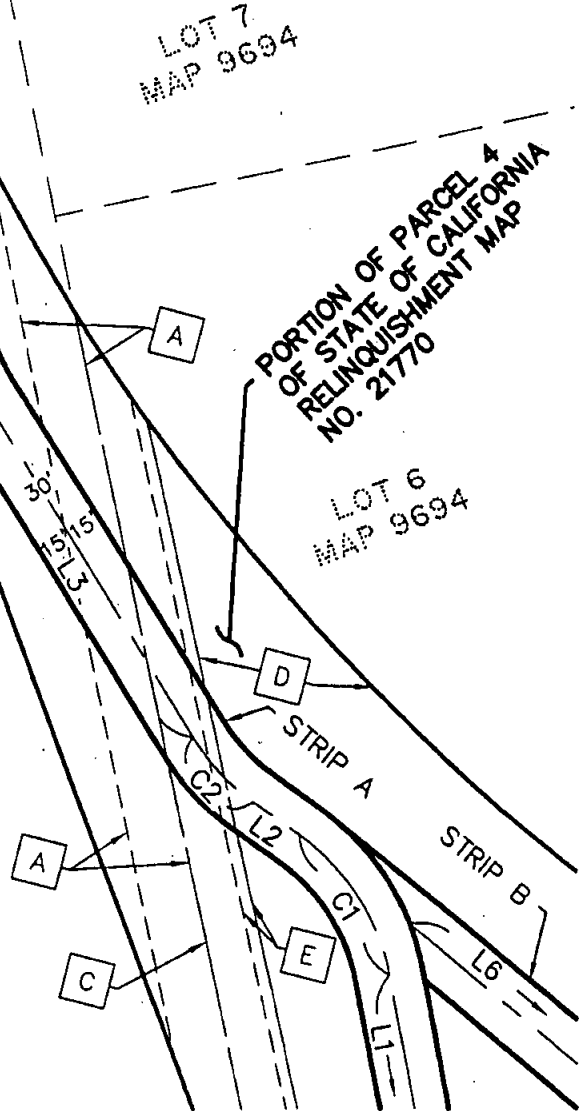
LOT 6
 MAP 9694

LINE TABLE		
LINE	BEARING	LENGTH
L1	N25°13'55"W	148.58'
L2	N68°28'58"W	24.91'
L3	N46°14'36"W	174.92'
L4	N24°16'06"W	166.80'
L6	N65°07'50"W	184.66'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	43°15'03"	100.00'	75.49'
C2	22°14'22"	100.00'	38.82'
C3	21°58'30"	100.00'	38.35'

LEGEND

-  AFFECTED PROPERTY
-  DESCRIPTION AREA
-  ADJACENT PROPERTY LINES
-  EXISTING EASEMENT DESCRIBED ON SHEET 2.



**DAVID EVANS
 AND ASSOCIATES INC.**
 4200 Concourses, Suite 200
 Ontario California 91764
 Phone: 909.481.5750

EXHIBIT "B"

JOB NO.:
 SNDG-0000-0036

SHEET: 3 TOTAL: 4

COUNTY: SAN DIEGO CITY: SAN DIEGO

**TEMPORARY
 ACCESS EASEMENT**

APN: N/A

CHECKED BY:
 RMVE

DRAWN BY:
 MXSM

DATE:
 09/08/11

SCALE:
 1"=80'

EXHIBIT "B"
CITY OF SAN DIEGO - TEMPORARY ACCESS EASEMENT
EXISTING EASEMENT LEGEND

LEGEND

- ← A INDICATES AN EASEMENT TO SDG&E FOR PUBLIC UTILITIES RECORDED 08/30/1917, IN BOOK 740, PAGE 445, OF DEEDS.
- ← B INDICATES AN EASEMENT FOR PUBLIC ROAD RECORDED 12/17/1931, IN BOOK 70, PAGE 39, OF OFFICIAL RECORDS.
- ← C INDICATES THE CENTERLINE OF A NO-WIDTH STRIP EASEMENT TO SDG&E FOR PUBLIC UTILITIES RECORDED 07/14/1947, IN BOOK 2458, PAGE 46, OF OFFICIAL RECORDS.
- ← D INDICATES AN EASEMENT TO SDG&E FOR PUBLIC UTILITIES RECORDED 12/20/1957, IN BOOK 6877, PAGE 583, OF OFFICIAL RECORDS.
- ← E INDICATES AN EASEMENT TO SAN DIEGO PIPELINE COMPANY RECORDED 09/30/1964 AS INSTRUMENT NO. 178916 OF OFFICIAL RECORDS.



**DAVID EVANS
AND ASSOCIATES INC.**

4200 Concourse, Suite 200
 Ontario California 91764
 Phone: 909.481.5750

EXHIBIT "B"

JOB NO.:
 SNDG-0000-0036

SHEET: 4 TOTAL: 4

COUNTY:

SAN DIEGO

CITY:

SAN DIEGO

CHECKED BY:

RMVE

DRAWN BY:

MXSM

DATE:

09/08/11

SCALE:

N/A

**TEMPORARY
ACCESS EASEMENT**

APN:

N/A

In compliance with (Check one):

- ☒ Your application of AUGUST 8, 2011
- ☐ Utility Notice No. _____ of _____
- ☐ Agreement No. _____ of _____
- ☐ RW Contract No. _____ of _____

Permit No.	
11-11-NMC-0445	
Dist/Co/Rte/PM	
11-SD-805/26.79	
Date	
DECEMBER 20, 2011	
Fee Paid	Deposit
\$ EXEMPT	\$ EXEMPT
Performance Bond Amount (1)	Payment Bond Amount (2)
\$ N/A	\$ N/A
Bond Company	
N/A	
Bond Number (1)	Bond Number (2)
N/A	N/A

TO: SANDAG
401 B STREET, SUITE 800
SAN DIEGO, CA 92101

ATTN: PETE D'ABLAING
PHONE: (619) 699-1900

, PERMITTEE

And subject to the following, PERMISSION IS HEREBY GRANTED to:

enter upon State Highway right of way in San Diego County, City of San Diego, on Route 805, post mile 26.79, to construct a temporary access road, as shown on the attached plans, in accordance with the requirements and conditions contained herein and as further directed or approved by the State's Inspector, Ralph Yanzon, telephone number (619) 718-7894, cell number (858) 688-1458.

The State's Inspector shall be notified seven (7) days prior to starting work. Permittee shall also call David Pound, Resident Engineer, (858) 720-2112 seven (7) days prior to needing access.

Working hours shall be 8:00 A. M. to 4:00 P. M., Monday through Friday, or as directed or approved by the State's Inspector.

No vehicles or equipment shall be parked within the highway right of way at any time, except for those vehicles or that equipment actually engaged in the work, during the working hours specified herein.

(CONTINUED)

THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER

The following attachments are also included as part of this permit (Check applicable):

- | | | |
|---|--|---|
| ☒ Yes | ☐ No | General Provisions |
| ☐ Yes | ☒ No | Utility Maintenance Provisions |
| ☒ Yes | ☐ No | Special Provisions |
| ☐ Yes | ☒ No | A Cal-OSHA permit, if required: Permit No. _____ |
| ☐ Yes | ☒ No | As-Built Plans Submittal Route Slip for Locally Advertised Projects |
| ☒ Yes | ☐ No | Storm Water Pollution Prevention Plan |

In addition to fee, the permittee will be billed actual costs for:

- | | | |
|------------------------------|--|------------|
| ☐ Yes | ☒ No | Review |
| ☐ Yes | ☒ No | Inspection |
| ☐ Yes | ☒ No | Field Work |

(If any Caltrans effort expended)

- ☒ Yes ☐ No The information in the environmental documentation has been reviewed and is considered prior to approval of this permit.

This permit is void unless the work is complete before **SEPTEMBER 30, 2014.**

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized.

No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

JG:jg

cc: Permits
BRonimus, Reg. Mgr.
RYanzon, Inspector
DPound, R. E.
Permittee _____
Contractor _____

APPROVED:

BY:

Laurie Berman, District Director

John M. Markey, District Permit Engineer

**SANDAG
11-11-NMC-0445
DECEMBER 20, 2011
PAGE TWO**

Permittee's Contractor will be responsible for the actual cost of inspection, which may be more or less than the deposit. A bill or refund shall be sent upon satisfactory completion of the work. Payment of any bill is a condition of the permit.

Notwithstanding General Provision No. 4, your contractor is required to apply for and obtain an encroachment permit prior to starting work. A permit inspection deposit fee of \$5,002.00 will be required upon submittal of the application to perform the work. Also, your contractor must submit proof that they have obtained executed bonds in accordance with General Provision No. 24.

Notwithstanding General Provision 24, the Permittee's Contractor's bonds shall remain in full force through completion of the work and acceptance by the Department. Upon fulfillment of all obligations under this permit, the Department will inform the Permittee when the Permittee's Contractor's bonds may be released.

The State of California, Department of Transportation makes no assurance or expressed warranty that the plans are complete or that the planned construction fits field conditions. Should additional work or modifications of the work be required in order to meet established Department Standards or in order to fit field conditions, the work shall be performed by Permittee as directed by the State's Inspector at no cost to the State.

All work shall be coordinated with the State highway contractor's operations and under no circumstances shall the work granted herein interfere. All standards of construction shall be identical to similar work performed under adjacent highway contract.

Any clearing and grubbing work shall only occur between September 1 and February 14. If clearing and grubbing is needed February 15 to August 31, a qualified biologist shall determine that nesting birds will not be affected prior to beginning the clearing and grubbing operation.

Your attention is directed to Standard Specifications Section 7-1.11 Preservation of Property and Business and Professions Code, Section 8771. Permittee shall physically inspect the work site and locate survey monuments prior to work commencement. Monuments that might be disturbed shall be referenced or reset in accordance with Business and Professions Code.

If feasible, monuments should not be set within the traveled way. All monuments that must be set or perpetuated in paved surfaces, shall be constructed in accordance with Caltrans Standard Specification Section 81, "Monuments" and Revised Standard Plan RSP A74, Type D, or equal with prior approval of the District Survey Engineer.

Direct access from the freeway is prohibited.

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Traffic control when permitted or required shall be as directed and approved by the State's Inspector.

Permittee shall implement and maintain the attached SWPPP, dated as approved August 08, 2011, and as directed and approved by the State's Inspector.

Permittee shall provide for erosion control to be placed on all new ground surfaces and any disturbed existing surfaces.

The Permittee shall retain a Civil Engineer, licensed to practice in California, who shall upon completion of the placement or regrading of materials requiring compaction, furnish to the State's Inspector, a report certifying that the compaction work has been accomplished in accordance with Caltrans Standard Specifications and Standard Plans. Compaction testing, in accordance with Caltrans testing procedures and policies, shall be performed by a certified testing laboratory. Copies of the test shall accompany the engineer's report.

The provisions in this section will not relieve the Permittee from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.09, of the Standard Specifications.

When the temporary access road is no longer required, the Permittee shall restore the State's right of way to the condition that existed prior to the issuance of the temporary access road encroachment permit.

Upon completion of the work, the attached card shall be completed and returned.

The following District Standard Special Provisions are generalizations of the Department Standard Specifications and are included only as a Permittee convenience. Permittee's attention is directed to the current Department Standard Specifications for complete, unabridged, specification requirements.

Once begun, that portion of the work within the State Highway right of way shall be prosecuted to completion as rapidly as possible.

All personnel on foot within the State Highway right of way shall wear personal protective equipment, including safety glasses, hard hats and American National Standards Institute (ANSI) compliant Class II vests. In addition, all personnel working at night, on foot within the State Highway right of way shall wear ANSI Class III warning garments.

The Permittee is also responsible for protecting all landscaping and irrigation. Any costs incurred for locating, protecting, repairing and/or replacing any landscaping or irrigation shall be borne by the Permittee.

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The Permittee is responsible for locating and protecting all utilities both underground and aerial. Any costs incurred for locating and protecting and/or relocating any utilities shall be borne by the Permittee.

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT GENERAL PROVISIONS
TR-0045 (REV. 05/2007)

1. **AUTHORITY:** The Department's authority to issue encroachment permits is provided under, Div. 1, Chpt. 3, Art. 1, Sect. 660 to 734 of the Streets and Highways Code.
2. **REVOCACTION:** Encroachment permits are revocable on five days notice unless otherwise stated on the permit and except as provided by law for public corporations, franchise holders, and utilities. These General Provisions and the Encroachment Permit Utility Provisions are subject to modification or abrogation at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State highway right of way are exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay permit fees when due can result in rejection of future applications and denial of permits.
4. **ASSIGNMENT:** No party other than the permittee or permittee's authorized agent is allowed to work under this permit.
5. **ACCEPTANCE OF PROVISIONS:** Permittee understands and agrees to accept these General Provisions and all attachments to this permit, for any work to be performed under this permit.
6. **BEGINNING OF WORK:** When traffic is not impacted (see Number 35), the permittee shall notify the Department's representative, two (2) days before the intent to start permitted work. Permittee shall notify the Department's Representative if the work is to be interrupted for a period of five (5) days or more, unless otherwise agreed upon. All work shall be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within highway right of way shall conform to recognized construction standards and current Department Standard Specifications, Department Standard Plans High and Low Risk Facility Specifications, and Utility Special Provisions. Where reference is made to "Contractor and Engineer," these are amended to be read as "Permittee and Department representative."
8. **PLAN CHANGES:** Changes to plans, specifications, and permit provisions are not allowed without prior approval from the State representative.
9. **INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. Upon completion of work, permittee shall request a final inspection for acceptance and approval by the Department. The local agency permittee shall not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.
10. **PERMIT AT WORKSITE:** Permittee shall keep the permit package or a copy thereof, at the work site and show it upon request to any Department representative or law enforcement officer. If the permit package is not kept and made available at the work site, the work shall be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee shall yield start of work to ongoing, prior authorized, work adjacent to or within the limits of the project site. When existing encroachments conflict with new work, the permittee shall bear all cost for rearrangements, (e.g., relocation, alteration, removal, etc.).
12. **PERMITS FROM OTHER AGENCIES:** This permit is invalidated if the permittee has not obtained all permits necessary and required by law, from the Public Utilities Commission of the State of California (PUC), California Occupational Safety and Health Administration (Cal-OSHA), or any other public agency having jurisdiction.
13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe minimum passageway of 4' shall be maintained through the work area at existing pedestrian or bicycle facilities. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.09 Public Safety of the Department Standard Specifications.
14. **PUBLIC TRAFFIC CONTROL:** As required by law, the permittee shall provide traffic control protection warning signs, lights, safety devices, etc., and take all other measures necessary for traveling public's safety. While providing traffic control, the needs and control of all road users [motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA)] shall be an essential part of the work activity.

Day and night time lane closures shall comply with the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control), Standard Plans, and Standard Specifications for traffic control systems. These General Provisions are not intended to impose upon the permittee, by third parties, any duty or standard of care, greater than or different from, as required by law.
15. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee shall plan and conduct work so as to create the least possible inconvenience to the traveling public; traffic shall not be unreasonably delayed. On conventional highways, permittee shall place properly attired flagger(s) to stop or warn the traveling public in compliance with the California Manual on Uniform Traffic Control Devices (Chapter 6E, Flagger Control).
16. **STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this specific encroachment permit. If Encroachment Permit Special Provisions allow for the storage of equipment or materials within the State right of way, the equipment and material storage shall comply with Standard Specifications, Standard Plans, Special Provisions, and the Highway Design Manual. The clear recovery zone widths must be followed and are the minimum desirable for the type of facility indicated below: freeways and expressways - 30', conventional highways (no curbs) - 20', conventional highways (with curbs) - 15'. If a fixed object cannot be eliminated, moved outside the clear recovery zone, or modified to be made yielding, it should be shielded by a guardrail or a crash cushion.
17. **CARE OF DRAINAGE:** Permittee shall provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Standard Specifications, Standard Plans and/or as directed by the Department's representative.
18. **RESTORATION AND REPAIRS IN RIGHT OF WAY:** Permittee is responsible for restoration and repair of State highway right of way resulting from permitted work (State Streets and Highways Code, Sections 670 et. seq.).

19. **RIGHT OF WAY CLEAN UP:** Upon completion of work, permittee shall remove and dispose of all scraps, brush, timber, materials, etc. off the right of way. The aesthetics of the highway shall be as it was before work started.
 20. **COST OF WORK:** Unless stated in the permit, or a separate written agreement, the permittee shall bear all costs incurred for work within the State right of way and waives all claims for indemnification or contribution from the State.
 21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the permittee actual costs at the currently set hourly rate for encroachment permits.
 22. **AS-BUILT PLANS:** When required, permittee shall submit one (1) set of folded as-built plans within thirty (30) days after completion and approval of work in compliance with requirements listed as follows:
 1. Upon completion of the work provided herein, the permittee shall send one vellum or paper set of As-Built plans, to the State representative. Mylar or paper sepia plans are not acceptable.
 2. All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
 3. The plans are to be stamped or otherwise noted AS-BUILT by the permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a State stamp, or Caltrans representative signature, shall be used for producing the As-Built plans.
 4. If As-Built plans include signing or striping, the dates of signing or striping removal, relocation, or installation shall be shown on the plans when required as a condition of the permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage shall show the removal, relocation or installation dates of the appropriate staged striping and signing.
 5. As-Built plans shall contain the Permit Number, County, Route, and Post Mile on each sheet.
 6. Disclaimer statement of any kind that differ from the obligations and protections provided by Sections 6735 through 6735.6 of the California Business and Professions Code, shall not be included on the As-Built plans. Such statements constitute non-compliance with Encroachment Permit requirements, and may result in the Department of Transportation retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future permits, or a provision requiring a public agency to supply additional bonding.
 23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the right of way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt permit is issued to the permittee for the purpose of providing a notice and record of work. The Permittee's prior rights shall be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" shall be stamped across the face of the permit.
 24. **BONDING:** The permittee shall file bond(s), in advance, in the amount set by the Department. Failure to maintain bond(s) in full force and effect will result in the Department stopping of all work and revoking permit(s). Bonds are not required of public corporations or privately owned utilities, unless permittee failed to comply with the provision and conditions under a prior permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedures, Section 337.15. Local agency permittee shall comply with requirements established as follows: In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local agency permittee agrees to require the construction contractor furnish both a payment and performance bond in the local agency's name with both bonds complying with the requirements set forth in Section 3-1.02 of State's current Standard Specifications before performing any project construction work. The local agency permittee shall defend, indemnify, and hold harmless the State, its officers and employees from all project construction related claims by contractors and all stop notice or mechanic's lien claimants. The local agency also agrees to remedy, in a timely manner and to State's satisfaction, any latent defects occurring as a result of the project construction work.
 25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the permittee shall comply with said notice at his sole expense.
 26. **ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are revealed in the work vicinity, the permittee shall immediately stop work, notify the Department's representative, retain a qualified archaeologist who shall evaluate the site, and make recommendations to the Department representative regarding the continuance of work.
 27. **PREVAILING WAGES:** Work performed by or under a permit may require permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements are directed to State of California Department of Industrial Relations, 525 Golden Gate Avenue, San Francisco, California 94102.
 28. **RESPONSIBILITY FOR DAMAGE:** The State of California and all officers and employees thereof, including but not limited to the Director of Transportation and the Deputy Director, shall not be answerable or accountable in any manner for injury to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property from any cause. The permittee shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property arising out of work, or other activity permitted and done by the permittee under a permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit.
- The permittee shall indemnify and save harmless the State of California, all officers, employees, and State's contractors, thereof, including but not limited to the Director of Transportation and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit, except as otherwise provided by statute.

The duty of the permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The permittee waives any and all rights to any type of expressed or implied indemnity against the State, its officers, employees, and State contractors. It is the intent of the parties that the permittee will indemnify and hold harmless the State, its officers, employees, and State's contractors, from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the State, the permittee, persons employed by the permittee, or acting on behalf of the permittee.

For the purpose of this section, "State's contractors" shall include contractors and their subcontractors under contract to the State of California performing work within the limits of this permit.

29. **NO PRECEDENT ESTABLISHED:** This permit is issued with the understanding that it does not establish a precedent.

30. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**

A. The permittee, for himself, his personal representative, successors in interest, and assigns as part of the consideration hereof, does hereby covenant and agree that:

1. No person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination shall be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.

3. That such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the right of way.

4. That the permittee shall use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A, Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.

5. That in the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the permit and to re-enter and repossess said land and the land and the facilities thereon, and hold the same as if said permit had never been made or issued.

31. **MAINTENANCE OF HIGHWAYS:** The permittee agrees, by acceptance of a permit, to properly maintain any encroachment. This assurance requires the permittee to provide inspection and repair any damage, at permittee's expense, to State facilities resulting from the encroachment.

32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code Section 682.5, the Department of Transportation shall not be responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the State and the city or county against any and all claims arising out of any activity for which the permit is issued.

The permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act of 1990 in the conduct of the event, and further agrees to indemnify and save harmless the State of California, all officers and employees thereof, including but not limited to the Director of Transportation, from any claims or liability arising out of or by virtue of said Act.

33. **PRIVATE USE OF RIGHT OF WAY:** Highway right of way shall not be used for private purposes without compensation to the State.

The gifting of public property use and therefore public funds is prohibited under the California Constitution, Article 16.

34. **FIELD WORK REIMBURSEMENT:** Permittee shall reimburse State for field work performed on permittee's behalf to correct or remedy hazards or damaged facilities, or clear debris not attended to by the permittee.

35. **NOTIFICATION OF DEPARTMENT AND TMC:** The permittee shall notify the Department's representative and the Transportation Management Center (TMC) at least 7 days before initiating a lane closure or conducting an activity that may cause a traffic impact. A confirmation notification should occur 3 days before closure or other potential traffic impacts. In emergency situations when the corrective work or the emergency itself may affect traffic, TMC and the Department's representative shall be notified as soon as possible.

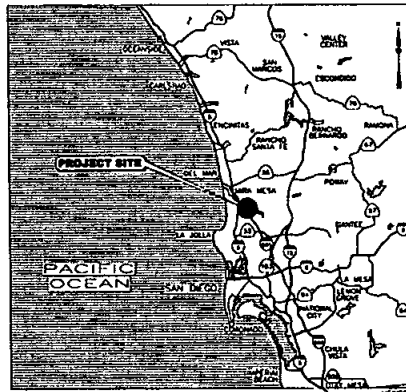
36. **SUSPENSION OF TRAFFIC CONTROL OPERATION:** The permittee, upon notification by the Department's representative, shall immediately suspend all lane closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension shall be borne by the permittee.

37. **UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:** Any excavation requires compliance with the provisions of Government Code Section 4216 et. seq., including, but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The permittee shall provide notification at least 48 hours before performing any excavation work within the right of way.

SORRENTO TO MIRAMAR DOUBLE TRACK PHASE 1 MP 249.1 TO MP 251.2

11/11/11
DEC 20 2011

FOR REDUCED PLANS ORIGINAL
SCALE IS IN INCHES



PROJECT LOCATION

VOLUME 1 GENERAL PLANS

RECEIVED
OCT 14 2011

SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG)



PROJECT VICINITY

NORTH COUNTY TRANSIT DISTRICT (NCTD)

IMPORTANT NOTICE
SECTION 4218/4217 OF THE GOVERNMENT
CODE REQUIRES A DIG ALERT IDENTIFICATION
NUMBER BE ISSUED BEFORE A "PERMIT TO
EXCAVATE" WILL BE VALID. FOR YOUR DIG
ALERT I.D. NUMBER CALL UNDERGROUND
SERVICE ALERT TOLL FREE 1-800-422-4133
TWO WORKING DAYS BEFORE YOU DIG.
CONTRACTOR MAY ALSO CALL 8-1-1 TO REACH
UNDERGROUND SERVICE ALERT.

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NO.	DATE	REVISIONS	BY	CHK	APRV

APPROVED:
NORTH COUNTY TRANSIT DISTRICT (NCTD)

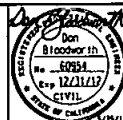
DATE:

APPROVED:
SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG)

DATE:

DAVID EVANS
ASSOCIATES
140 West A Street, Suite 100
San Diego, California 92101
Phone: (619) 435-0001

HDR
HDR Engineering, Inc.
1230 G. LARSEN BLVD.
SUITE 200
DOWNEY, CA 91746
PHONE: 714-759-2300
FAX: 714-759-2301



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DATE
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DEA
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SANDAG
San Diego's Regional Planning Agency

SORRENTO TO MIRAMAR - PHASE 1

TITLE SHEET

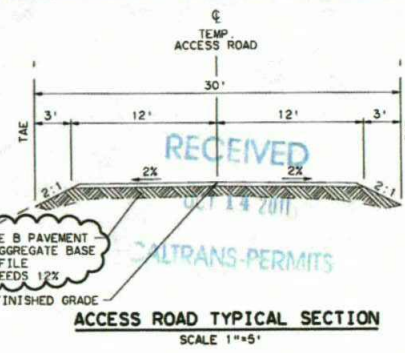
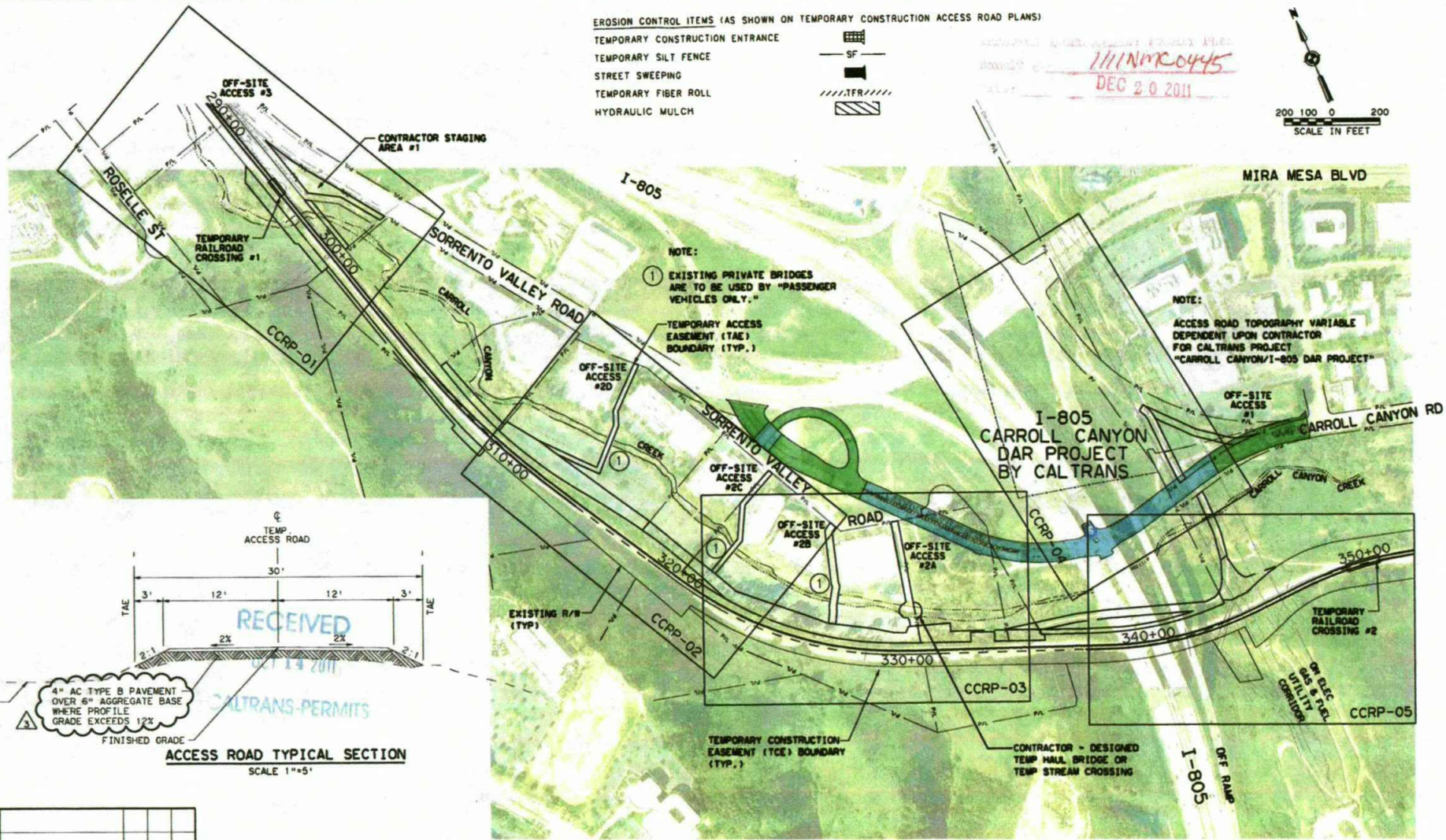
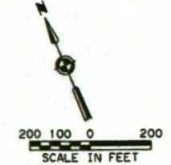
SCALE
AS NOTED
SANDAG CONTRACT NO.
1239801
DRAWING NO. SHEET NO.
G-01 1

FOR REDUCED PLANS ORIGINAL
SCALE IS IN INCHES

- EROSION CONTROL ITEMS (AS SHOWN ON TEMPORARY CONSTRUCTION ACCESS ROAD PLANS)
- TEMPORARY CONSTRUCTION ENTRANCE
 - TEMPORARY SILT FENCE
 - STREET SWEEPING
 - TEMPORARY FIBER ROLL
 - HYDRAULIC MULCH



11/11/11 NMC-0445
DEC 20 2011



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NO.	DATE	REVISIONS	BY	CHK	APRV
1	10/13/11	ADDENDUM 7 - CHANGES REFERRED TO CARROLL CANYON ROAD ENTIRE SHEET	H.P.	EVA	DHL
2	11/12/11	ADDENDUM 8	JSA	EVA	DHL

DAVID EVANS ASSOCIATES INC.
110 West A Street, Suite 1700
San Diego, California 92101
Phone: (619) 432-0500

HDR Engineering, Inc.
3230 EL CAMINO REAL
SUITE 200
IRVINE, CA 92617
PHONE: 714-730-2300
FAX: 714-730-2301

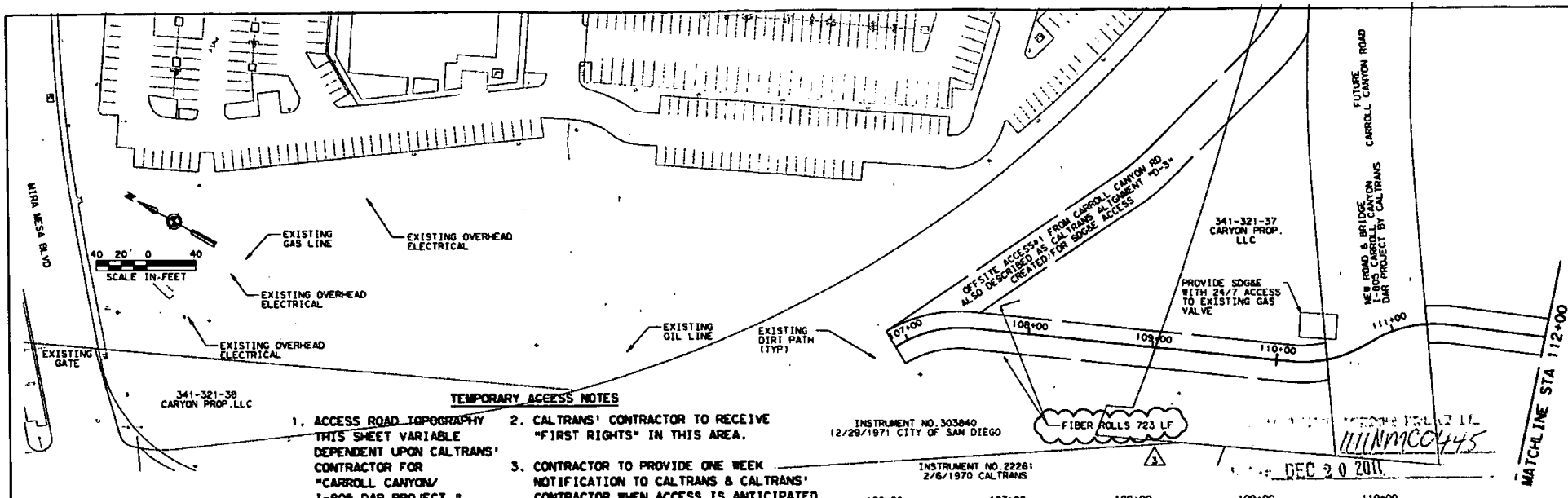
Don Bloodworth
No. 60954
Exp. 12/31/12
CIVIL
STATE OF CALIFORNIA
1/25/11

DESIGNED BY	DEA	DATE	05/11
DRAWN BY	DEA	DATE	05/11
CHECKED BY	DEA	DATE	05/11
SANDAG PRJ. ENG.	PD	DATE	05/11

SANDAG
San Diego's Regional Planning Agency

SORRENTO TO MIRAMAR - PHASE 1	SCALE AS NOTED
TEMPORARY CONSTRUCTION ACCESS ROAD KEY MAP	SANDAG CONTRACT NO. 1239801
	DRAWING NO. SHEET NO. CCR-01 36

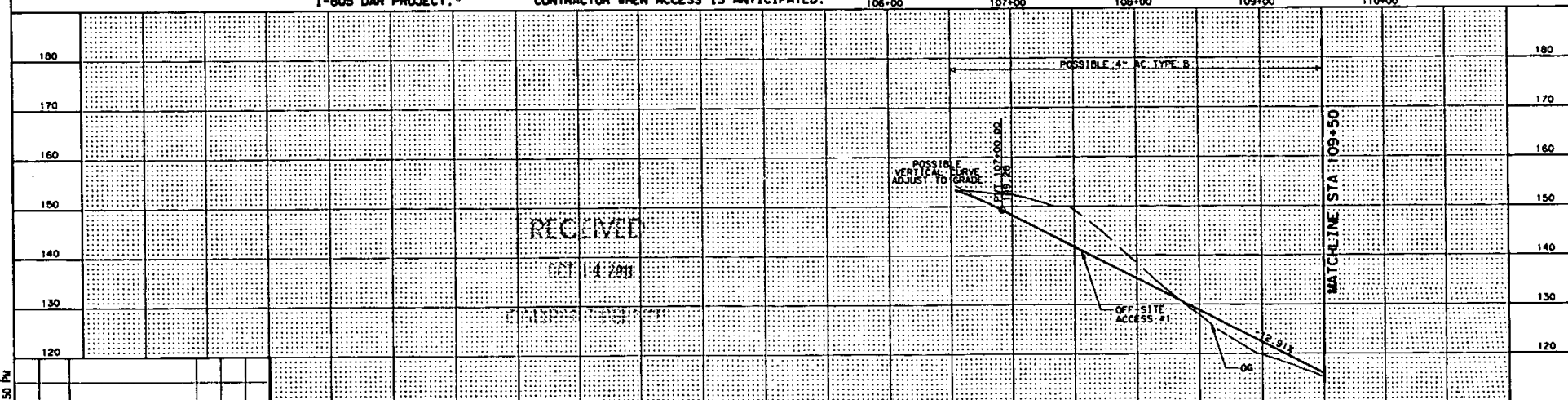
FOR REDUCED PLANS ORIGINAL
SCALE IS IN FEET



- TEMPORARY ACCESS NOTES**
1. ACCESS ROAD TOPOGRAPHY THIS SHEET VARIABLE DEPENDENT UPON CALTRANS' CONTRACTOR FOR "CARROLL CANYON/ 1-805 DAR PROJECT."
 2. CALTRANS' CONTRACTOR TO RECEIVE "FIRST RIGHTS" IN THIS AREA.
 3. CONTRACTOR TO PROVIDE ONE WEEK NOTIFICATION TO CALTRANS & CALTRANS' CONTRACTOR WHEN ACCESS IS ANTICIPATED.

INSTRUMENT NO. 303840
12/29/1971 CITY OF SAN DIEGO

INSTRUMENT NO. 22261
2/6/1970 CALTRANS



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DEC 14 2011

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NO.	DATE	REVISIONS	BY	CHK	APRV
7	10/14/11	FORN... 1-805 DAR PROJECT	HP	EX	DNL
8	7/20/11	ADDENDUM 3	JMS	EX	DNL

DAVID EVANS ASSOCIATES
110 West A Street, Suite 1100
San Diego, California 92101
Phone: (619) 480-0200

HR
HDR Engineering, Inc.
2730 IL CINDO BLVD
SUITE 200
IRVINE, CA 92614
PHONE: 714-739-2300
FAX: 714-739-2301

DESIGNED BY: DEB
DATE: 05/11
DRAWN BY: Don Blochery
DATE: 05/11
CHECKED BY: DEB
DATE: 12/21/11
SANDAG PROJ. ENG. PO
DATE: 05/11

SANDAG
San Diego's Regional Planning Agency

SORRENTO TO MIRAMAR - PHASE 1
TEMPORARY CONSTRUCTION ACCESS ROAD
OFF-SITE ACCESS #1 (NORTH)

SCALE
HOR 1"=40'
VER 1"=10'
SANDAG CONTRACT NO.
1239801
DRAWING NO.
CCRP-04
SHEET NO.
40

RIGHT OF WAY REQUIREMENT MAP SORRENTO TO MIRAMAR - PHASE 1

10/4/11

NOTES:

(A) ACCESS TO PRIVATE PARKING LOT
RESTRICTED TO NIGHTS/WEEKENDS.

(B) PRIVATE BRIDGES ARE RATED FOR
"PASSENGER VEHICLE ACCESS ONLY."

(C) CONTRACTOR-DESIGNED TEMPORARY HAUL
BRIDGE

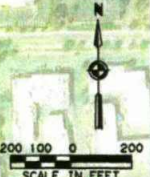
(D) ANTICIPATED CALTRANS
CONTRACTOR STAGING AREAS.

(E) PERMANENT ACCESS CONNECTING
RAILROAD MAINTENANCE ROAD
THROUGH PRIVATE PARKING LOT
TO SORRENTO VALLEY ROAD.
ACCESS TO BE PROTECTED BY
BOLLARDS AND LOCKED CHAIN.

TEMPORARY
CONSTRUCTION
EASEMENT (TCE)
(FOR CONSTRUCTION STAGING AREAS
AND WORK AREAS)

TEMPORARY
CONSTRUCTION
EASEMENT (TAE)
(FOR TEMPORARY OFF-SITE ACCESS)

RE-VEGETATION
FOR MITIGATION
AREAS



FOR REDUCED PLANS ORIGINAL
SCALE IS IN INCHES

APN	Owner	R/W Action	Description	Notes	Re- veg (AC)
1 340-080-01	City of San Diego	TCE	Contractor Staging Area #1		
2 340-080-40	CLL Roselle LLC	TCE	TCE for Equipment Access and Bridge Construction		0.240
3 340-080-02	City of San Diego	TCE	TCE for Equipment Access and Bridge Construction		0.013
4 341-321-07	Canyon Prop. LLC	TAE	Off-Site Temporary Access #1 from Carroll Canyon Road	Caltrans Alignment "D-3" for SDG&E	
5 343-130-09	Silverstone Co., Inc.	TCE	TCE for Equipment Access and Retaining Wall Construction	Parking Lot Restricted to Night/Weekend ONLY.	
6 343-130-20	Sorrento Creek Corp.	TCE	TCE for Grading and Pipe Jacking	Parking Lot Restricted to Night/Weekend ONLY.	0.148
7 343-130-17	Creskville Property Holdings, Inc.	TAE	Off-Site Temporary Access #20 from Sorrento Valley Road	Private Bridges rated for "Passenger Vehicle Access Only."	
8 343-130-18	Half Sorrento LLC	TCE	Permanent access from SR maintenance road through private parking lot to Sorrento Valley Road.	Access to be protected by bollards and locked chain.	
9 343-130-12	City of San Diego	TCE	TCE for Equipment Access and Retaining Wall Construction	Parking Lot Restricted to Night/Weekend ONLY.	
10 343-130-13	City of San Diego	TCE	TCE for Equipment Access and Retaining Wall Construction	TCE action abandoned South side of track.	
11 343-130-16	City of San Diego	TCE	Off-Site Temporary Access #20 from Sorrento Valley Rd.	Private Bridges rated for "Passenger Vehicle Access Only."	0.084
12 343-130-19	State of CA	TCE	Off-Site Temporary Access #20 from Sorrento Valley Rd.	Private Bridges rated for "Passenger Vehicle Access Only."	
13 343-130-10	City of San Diego	TCE	Off-Site Temporary Access #20 from Sorrento Valley Rd.	Private Bridges rated for "Passenger Vehicle Access Only."	0.177
14 343-130-11	City of San Diego	TCE	Off-Site Temporary Access #20 from Sorrento Valley Rd.	Private Bridges rated for "Passenger Vehicle Access Only."	
15 343-130-12	City of San Diego	TCE	Off-Site Temporary Access #20 from Sorrento Valley Rd.	Private Bridges rated for "Passenger Vehicle Access Only."	
16 343-130-13	City of San Diego	TCE	Off-Site Temporary Access #20 from Sorrento Valley Rd.	Private Bridges rated for "Passenger Vehicle Access Only."	
17 343-130-14	City of San Diego	TCE	Off-Site Temporary Access #20 from Sorrento Valley Rd.	Private Bridges rated for "Passenger Vehicle Access Only."	
18 343-130-15	City of San Diego	TCE	Off-Site Temporary Access #20 from Sorrento Valley Rd.	Private Bridges rated for "Passenger Vehicle Access Only."	
19 343-130-16	City of San Diego	TCE	Off-Site Temporary Access #20 from Sorrento Valley Rd.	Private Bridges rated for "Passenger Vehicle Access Only."	

APN	Owner	Permanent-Temporary	Description	Notes	Re- veg (AC)
11 343-121-05	City of San Diego	TCE	TCE for pipe jacking		
12 343-121-05	State of CA	TCE	TCE for grading and Retaining Wall Construction	CALTRANS encroachment	
13 343-010-19	Canyon Prop. LLC	TAE	Off-Site Temporary Access #1 from Carroll Canyon Road	Off-Site Temporary Access #1 from Carroll Canyon Road	
14 343-130-10	State of CA	TCE	Off-Site Temporary Access #20 from Sorrento Valley Rd.	Private Bridges rated for "Passenger Vehicle Access Only."	
15 343-130-11	State of CA	TCE	Off-Site Temporary Access #20 from Sorrento Valley Rd.	Private Bridges rated for "Passenger Vehicle Access Only."	
16 343-130-12	State of CA	TCE	Off-Site Temporary Access #20 from Sorrento Valley Rd.	Private Bridges rated for "Passenger Vehicle Access Only."	
17 343-130-13	State of CA	TCE	Off-Site Temporary Access #20 from Sorrento Valley Rd.	Private Bridges rated for "Passenger Vehicle Access Only."	
18 343-130-14	State of CA	TCE	Off-Site Temporary Access #20 from Sorrento Valley Rd.	Private Bridges rated for "Passenger Vehicle Access Only."	
19 343-130-15	State of CA	TCE	Off-Site Temporary Access #20 from Sorrento Valley Rd.	Private Bridges rated for "Passenger Vehicle Access Only."	

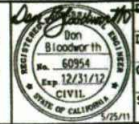
BASIS OF COORDINATES
THE BASIS OF BEARING FOR THIS SURVEY IS BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, NAD83 (1983, 3 EPOCH) AS DETERMINED LOCALLY BY A LINE BETWEEN POINTS GPS STA. 200505 & 1004 BEING NORTH 9°55'28" WEST AS DERIVED FROM COORDINATES PUBLISHED BY RECORD OF SURVEY MAP NO. 20226.

DATUM STATEMENT
COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, NAD83 (1983, 35 EPOCH). THE VERTICAL DATUM USED FOR THIS PROJECT IS THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).

BENCHMARK
NAME: GPS STATION 2005, ELEV.: 331.39' (NGVD29)
PER RECORD OF SURVEY MAP NO. 20226
AGENCY: NORTH COUNTY TRANSIT DISTRICT
DESCRIPTION: FOUND 2.5" BRONZE CAP, FLUSH, STAMPED "NCTD STATION 2005 CONTROL MONUMENT" PER RECORD OF SURVEY MAP NO. 20266.

DAVID EVANS
ASSOCIATE
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SAN DIEGO, CALIFORNIA 92101
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HR
HR Engineering, Inc.
3230 EL CAMINO REAL
SUITE 300
IRVINE, CA 92612
PHONE: 714-730-2300
FAX: 714-730-2301



DESIGNED BY
DEA
DATE
05/11
DRAWN BY
DEA
DATE
05/11
CHECKED BY
DEA
DATE
05/11
SANDAG PROJ. ENG.
PD
05/11



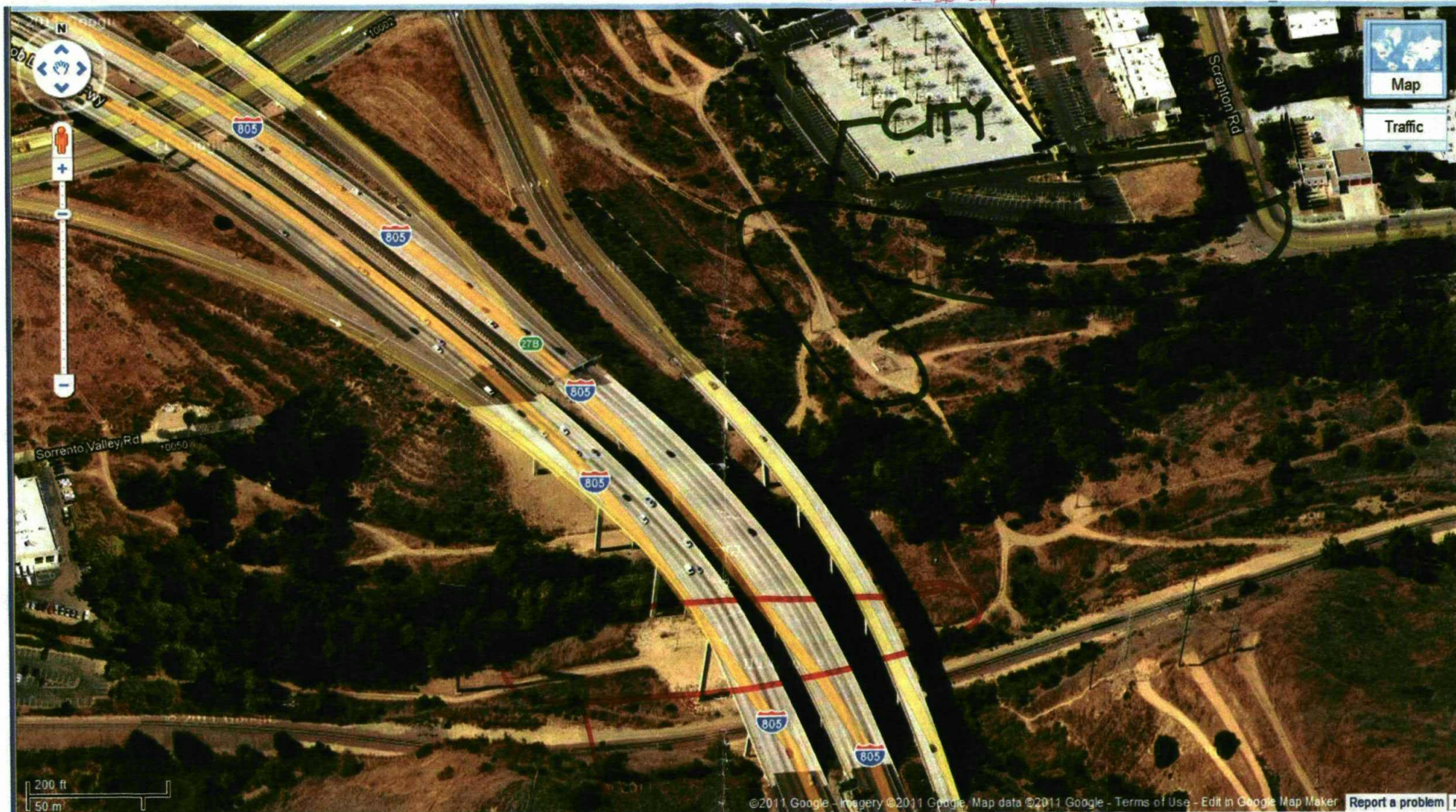
SORRENTO TO MIRAMAR - PHASE 1
RIGHT OF WAY REQUIREMENT MAP
KEY MAP

SCALE
HORIZ: 1" = 200'
SANDAG CONTRACT NO.
1239801
DRAWING NO. SHEET NO.
RW REQ 01 RW-1

C:\Work\Project\Woods\Map\Sorrento to Miramar\Map0048\Right of Way Req Map with APN Table_10.4.11.dgn
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APPROVED WORKMANSHIP PROJECT

1111NMC0445
12-20-2009



CALTRANS

OCT 3 4 2011

CALTRANS-PERMIT