

RESOLUTION NUMBER R- 309148

DATE OF FINAL PASSAGE JUL 28 2014

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO TRANSFER CERTAIN CITY INTERESTS IN A PORTION OF CAMINO CAMIONES WAY, AND TO AUTHORIZE THE GRANTING OF A PERMANENT ACCESS EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT, AND THE ISSUANCE OF AN ENCROACHMENT MAINTENANCE AGREEMENT, ALL TO THE GENERAL SERVICES ADMINISTRATION, IN CONJUNCTION WITH THE DESIGN AND CONSTRUCTION OF THE VIRGINIA AVENUE TRANSIT FACILITY.

WHEREAS, in December 2013 the City of San Diego (City) entered into a Memorandum of Understanding (MOU) with the General Services Administration (GSA), the California Department of Transportation (Caltrans), the San Diego Association of Governments (SANDAG), and the United States Federal Highway Administration, involving the funding, design and construction of certain transit facilities to be developed on Virginia Avenue, in support of the San Ysidro Land Port of Entry Pedestrian Boarder Crossing (Project); and

WHEREAS, as part of the Project, the GSA will be developing a new transit facility located at the southerly terminus of Virginia Avenue that will accommodate the pick-up and drop-off of cross-border pedestrian travelers arriving and departing by bus, taxi and privately owned vehicles (the Virginia Avenue Transit Facility); and

WHEREAS, the Virginia Avenue Transit Facility will support the GSA's pedestrian processing building that will be built and maintained by the GSA on the east side of Virginia Avenue as part of the San Ysidro Land Port of Entry Pedestrian Border Crossing ; and

WHEREAS, pursuant to the terms of the MOU, Caltrans and the GSA will each be providing four million dollars (\$4,000,000) for a total of eight million dollars (\$8,000,000) for

the design and construction of the Virginia Avenue Transit Facility; the City will not be expending any funds towards the design or construction of the Virginia Avenue Transit Facility; and

WHEREAS, the MOU sets forth the GSA's intent to pursue acquisition of a portion of Camino Camiones Way (which includes the Camiones Way Transit Facility) from the City by eminent domain. In anticipation of that condemnation action, the MOU requires the City's Chief Operating Officer (COO) to prepare and present for the City Council's consideration a proposal under which the City and the GSA may agree to the GSA's taking of Camino Camiones Way (including the Camiones Way Transit Facility) in exchange for the GSA's construction of the Virginia Avenue Transit Facility. The COO, acknowledging the GSA's threat of condemnation, proposes the City Council authorize the transfer of the City's interests in and to that certain portion of a City street commonly known as Camino Camiones Way, along with the Camiones Way Transit Facility, totaling 2.5 acres, with a value of \$1.5 million dollars as appraised by a qualified independent real estate appraiser, in exchange for the GSA designing and constructing the Virginia Avenue Transit Facility.

WHEREAS, pursuant to the terms of the MOU, City staff will provide all necessary review and approval services required for the design and construction of the Virginia Avenue Transit Facility; and

WHEREAS, pursuant to the terms of the MOU, the City is asked to grant a Permanent Access Easement and a Temporary Construction Easement to the GSA over the southerly portion of Virginia Avenue, and to approve the issuance of an Encroachment Maintenance Agreement for the GSA's encroachment into a portion of Virginia Avenue, all in conjunction with the GSA's construction of the Virginia Avenue Transit Facility; and

WHEREAS, upon completion of the Virginia Avenue Transit Facility, the MOU contemplates that the GSA will transfer title for the Virginia Avenue Transit Facility to the City and that the City will accept title to the transit facility. Thereafter, the City in partnership with other agencies will be responsible for the continuing maintenance of the Virginia Avenue Transit Facility; NOW, THEREFORE,

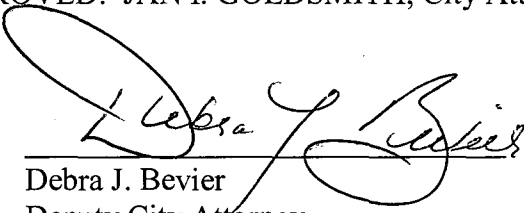
BE IT RESOLVED, that the Mayor, or his designee, is authorized to: (i) in the future, transfer the City's interests in and to that certain portion of a the City street commonly known as Camino Camiones Way, which includes the Camiones Way Transit Facility, to the GSA (as more particularly described and depicted on the attached Exhibit A); (ii) specifically except from the foregoing transfer any existing rights of ingress and egress benefiting adjoining property(ies) and any rights to operate, repair and maintain existing utility facilities thereon; (iii) have City staff work with the GSA to provide all necessary review and approval services required for the design and construction of the Virginia Avenue Transit Facility; (iv) accept as full compensation for the City's interests in Camino Camiones Way and the Camiones Way Transit Facility, the GSA's design and construction of the Virginia Avenue Transit Facility; and (v) pursuant to the terms of the MOU, accept title to the Virginia Avenue Transit Facility upon completion of the said transit facility.

BE IT FURTHER RESOLVED, that the Mayor, or his designee, is authorized to grant to the GSA a Permanent Access Easement over the southerly portion of Virginia Avenue (as more particularly described in the "form of" deed attached hereto as Exhibit B).

BE IT FURTHER RESOLVED, that the Mayor, or his designee, is authorized to grant to the GSA a Temporary Construction Easement (as more particularly described in the "form of" deed attached hereto as Exhibit C).

BE IT FURTHER RESOLVED, that the Mayor, or his designee, is authorized to issue an Encroachment Maintenance Agreement (EMA) in favor of the GSA (as more particularly described in the "form of" EMA attached hereto as Exhibit D), as administered through the Development Services Department, for the GSA's encroachment into a portion of Virginia Avenue in conjunction with the GSA's construction of the Virginia Avenue Transit Facility.

APPROVED: JAN I. GOLDSMITH, City Attorney

By 
Debra J. Bevier
Deputy City Attorney

DJB:mcm
06/27/2014
Or.Dept: Dept: Real Estate Assets Dept.
Doc. No. 812967

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of 7/22/14.

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk

Approved: 7/25/14
(date)


KEVIN L. FAULCONER, Mayor

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor

Exhibit A

LEGAL DESCRIPTION PORTION OF CAMINO CAMIONES WAY SAN YSIDRO PORT OF ENTRY

A portion of the Right of Way of Camino Camiones Way in the City of San Diego, County of San Diego, State of California being also a portion of Parcel 1 of Relinquishment Map No. 21785 filed in the office of the County recorder of said county December 3, 1973 as file page 73-333846 and as relinquished to the City of San Diego for use as city street per document filed in the office the County Recorder of said county January 4, 1974 as file page 74-002649 and described as follows:

COMMENCING at International Boundary Monument No. 255 on the International boundary between the United States of America and the Republic of Mexico as shown on California Department of Transportation Monumentation Map No. MS 742 revised August 12, 1975; thence Southwesterly along said International boundary South $84^{\circ} 40' 35''$ West, (record South $84^{\circ} 40' 32''$ West per MS 742) 1480.37 feet to an intersection with the Westerly right of way line of said Camino Camiones Way being also the Southeast corner of Parcel Map No. 16970 filed in the office of the County Recorder of said county on October 6, 1992 as file page 1992-0636334; thence leaving said International boundary and along said Westerly right of way line the following courses: North $05^{\circ} 18' 34''$ West 164.10 feet to the **TRUE POINT OF BEGINNING**; thence continuing North $05^{\circ} 18' 34''$ West, 98.30; thence North $38^{\circ} 03' 39''$ West, 189.76 feet to a point on a non tangent curve concave Southerly having a radius of 161.00 feet, a radial line to said point bears North $25^{\circ} 41' 33''$ East; thence Westerly along the arc of said curve through a central angle of $34^{\circ} 14' 39''$ an arc length of 96.23 feet; thence tangent to said curve South $81^{\circ} 26' 54''$ West, 458.11 feet to the beginning of a tangent curve, concave Northerly having a radius of 184.00 feet; thence Westerly and Northwesterly along the arc of said curve through a central angle of $80^{\circ} 47' 03''$ an arc length of 259.44 feet; thence leaving said curve and said Westerly right of way line South $89^{\circ} 15' 47''$ East, 74.21 feet to the Easterly right of way line of said Camino Camiones Way being also the Westerly right of way line of Interstate Highway 5 as shown on said monumentation map MS 742; thence Southerly along said rights of way the following courses: South $54^{\circ} 30' 55''$ East, 35.94 feet to the beginning of a non tangent curve, concave Northerly having a radius of 100.00 feet, a radial line to said point bears South

47°05'49" East; thence Southeasterly along the arc of said curve through a central angle of 55°38'57" an arc length of 97.12 feet; thence tangent to said curve North 81° 26'54" East 488.50 feet to the beginning of a tangent curve, concave Southerly having a radius of 250.00 feet; thence Easterly and Southeasterly along the arc of said curve through a central angle of 51° 14'38" a distance of 223.59 feet; thence South 47°18'28" East 203.13 feet to a point on a non tangent curve, concave Northwesterly having a radius of 100.00 feet, a radial line to said point bears North 57°41'54" East; thence leaving said Easterly right of way of Camino Camiones Way and Southerly along said curve 155.35 feet through a central angle of 89°00'32"; thence non tangent from said curve South 89°35'47" West 125.58 feet to the **TRUE POINT OF BEGINNING.**

CONTAINING: 108,995.46 square feet or 2.50 acres more or less.
SUBJECT TO: All rights, rights-of-way and easements of record.

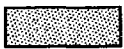


Prepared by me or under my direction

Jaime A. Taynor, L.S. 7130
RBF Consulting
9755 Clairemont Mesa Boulevard
San Diego, CA 92124
January 28, 2009 JN 25-103529

BASIS OF BEARINGS:

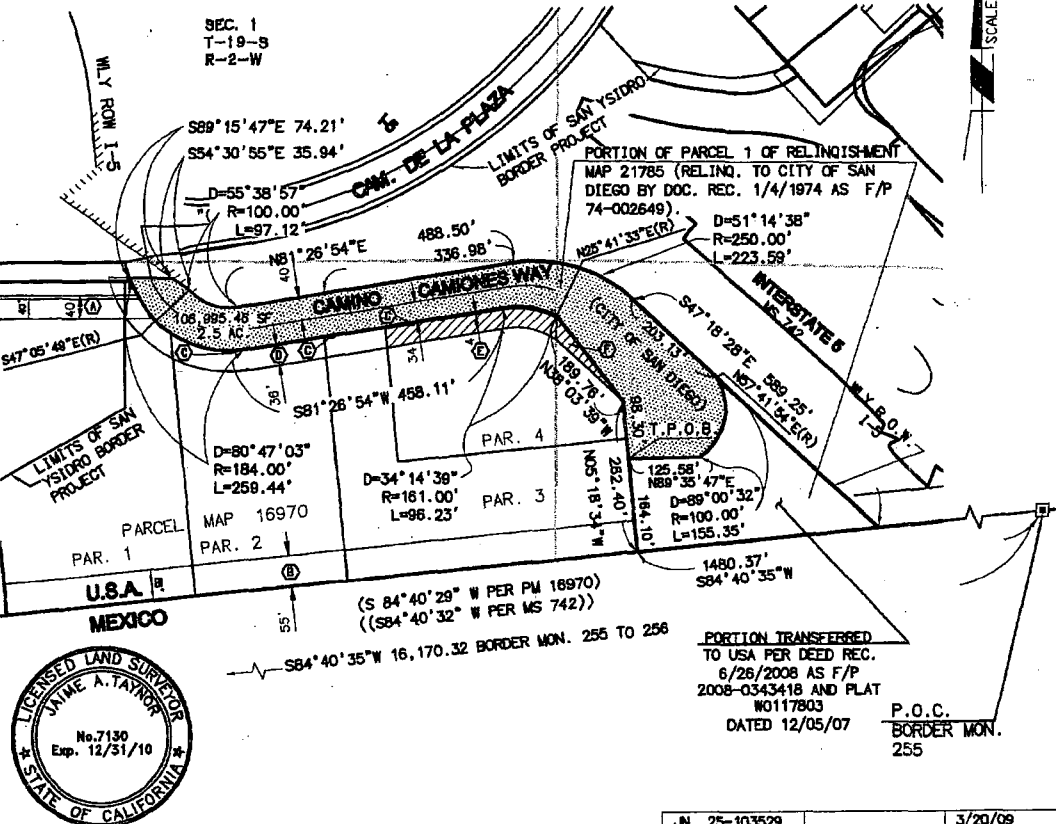
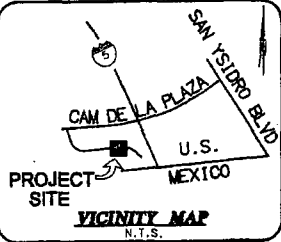
THE BASIS OF BEARINGS FOR THIS DRAWING IS THE CALIFORNIA COORDINATE SYSTEM OF 1983 (NAD83) ZONE 6. BASED ON ROS 14492 THE BEARING OF THE INTERNATIONAL BORDER IS I.E. S 84°40'35" W.

LEGEND:

-  INDICATES PORTION OF CAMIONES WAY VACATED CONTAINING 108995.46 SQ.FT.(2.50 AC)
- P.O.C.** INDICATES POINT OF COMMENCEMENT
- T.P.O.B.** INDICATES TRUE POINT OF BEGINNING
- EASEMENT DATA**
-  EASEMENT
- REC. DATE**
- DOCUMENT**
- A 55' ROAD/DRG.EASE 12/19/1986 F/P. 86-599784
- B 40' ROAD/DRG.EASE 12/19/1986 F/P. 86-599784
- C CITY WATER EASE 2/07/1991 F/P. 91-0054808
- D HWY SLOPE EASE 4/15/1971, F/P. 75131 & 1/4/1974 F/P. 74-002649
- E STREET EASE 4/06/2001 F/P 2001-0210106
- F HWY SLOPE EASE 4/15/1971, F/P. 75132 & 1/4/1974 F/P. 74-002649
-  INDICATES PORTION OF D & F ABANDONED PER DOC. 98-0545808 REC. 8/27/1998

REFERENCE DRAWINGS:

RELINQUISHMENT MAP 21785
 PARCEL MAP NO. 16970
 MON. MAP MS 742
 ROS 14492; CITY OF SAN DIEGO PLAT W.O. 117803
 DATED 12/05/07



3529-CamionesSoltyBsheet.dwg

RBF CONSULTING
 PLANNING • DESIGN • CONSTRUCTION
 6795 CLAREMONT MESA BOULEVARD, SUITE 100
 SAN DIEGO, CALIFORNIA 92124-1224
 619.514.0000 • FAX 619.514.0901 • www.RBF.com

DATE: JAIME A TAYNOR LS 7130

**STREET VACATION OF A PORTION OF CAMINO CAMIONES WAY RECONFIGURATION AND EXPANSION PROJECT
 SAN YSIDRO LAND PORT OF ENTRY**

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	P.T.S. _____
ORIGINAL	RBF				SHEET 1 OF 1 SHEET	W.O. XXXXX
						1778-6319
					FOR CITY ENGINEER	DCS 83 COORDINATES
					DATE	138-1757
						LAMBERT COORDINATES
						XXXXXX -B
STATUS						

After recording mail to:

Real Estate Assets Dept.
City of San Diego
Mail Station 51A

Exhibit B

SPACE ABOVE THIS LINE FOR RECORDER'S USE

"form of"

PERMANENT ACCESS EASEMENT DEED

NO DOCUMENTARY TAX DUE - R & T 11922 (amended)

THE CITY OF SAN DIEGO, a municipal corporation, in the County of San Diego, State of California ("GRANTOR"), for a valuable consideration, DOES HEREBY GRANT to the UNITED STATES OF AMERICA, its successors and assigns ("GRANTEE") a non-exclusive Permanent Access Easement (Access Easement) along, over and across all that real property situated in the City of San Diego, County, State of California, described as follows:

See "Exhibit A" (Easement Area) attached hereto and a part hereof.

THIS GRANT OF ACCESS EASEMENT is made by the GRANTOR upon the following terms and conditions, which GRANTEE, by its acceptance hereof, specifically agrees to, and consents to be bound by,

1. The Access Easement shall be granted for the following purposes:
 - a. Use of the Easement Area for vehicular and pedestrian ingress and egress, including any and all appurtenances thereto, for access to and from GRANTEE's property and the international boundary.
 - b. The right, but not the obligation to repair and replace improvements in the Easement Area, upon approval of the GRANTOR which shall not be unreasonably withheld or delayed; provided that maintenance and repair of facilities and supervision of transit operations on the property shall remain the responsibility of GRANTOR, its successors and assigns.
2. GRANTEE shall neither transfer nor assign this Access Easement or any interest therein or any property which is a part of the Easement Area, nor grant any interest, privilege, or license whatsoever in connection with this Access Easements without the prior written consent of the GRANTOR; provided however that no approval shall be required for use of the easement by Grantee's employees, contractors, and invitees.
3. To the extent provided by the Federal Tort Claims Act of 1948, as amended (28 USC 2671 et seq.) ("FTCA"), GRANTEE shall be liable to persons damaged by personal injury, death, or injury to or loss of property, which is caused by negligent or wrongful act or omission of any employee of GRANTEE while acting within the scope of his office or employment under circumstance where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend GRANTEE's liability beyond that existing under the FTCA at the time of such act or omission, or to preclude GRANTEE from using any defense available at law or equity.

4. This Access Easement shall be appurtenant to and run with GRANTEE's adjacent property described in "Exhibit B", attached hereto and made a part hereof. If GRANTEE determines that all or part of this Access Easement is no longer required, GRANTEE shall furnish GRANTOR a good and sufficient Quitclaim Deed, conveying all of GRANTEE's no longer needed interest under this Access Easement to GRANTOR.

IN WITNESS WHEREOF, the City of San Diego has caused this deed to be executed, pursuant to Resolution R-_____ of the City Council authorizing such execution.

THE CITY OF SAN DIEGO

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT EASEMENT
FOR THE NON-EXCLUSIVE USE OF THE VIRGINIA AVENUE TRANSIT
FACILITY

PARCEL A

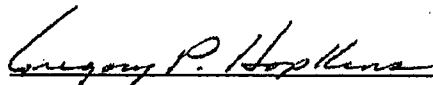
ALL THAT PORTION OF PARCEL 3 OF PARCEL MAP NO. 19628, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 16, 2004, SAID PROPERTY ALSO DESCRIBED IN THOSE CERTAIN DOCUMENTS TITLED IRREVOCABLE OFFER OF DEDICATION IN FEE TITLE FOR PUBLIC STREET AND TRANSIT CENTER PURPOSES RECORDED ON NOVEMBER 22, 2013 AS DOCUMENT NO. 2013-0689034, AND DOCUMENT TITLED IRREVOCABLE OFFER OF DEDICATION IN FEE TITLE FOR PUBLIC STREET AND TRANSIT CENTER PURPOSES - ACCEPTANCE, RECORDED ON FEBRUARY 24, 2014 AS DOCUMENT NO. 2014-0073645 ALL OF OFFICIAL RECORDS OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 3; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 3 NORTH 00°28'46" EAST 442.18 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 3, SAID NORTHEAST CORNER DESIGNATED AS POINT "A"; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 3 NORTH 89°31'13" WEST 84.60 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 145.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°08'03" A DISTANCE OF 5.40 FEET TO A POINT ON A LINE PARALLEL WITH AND 90.00 FEET WESTERLY OF SAID EASTERLY LINE OF PARCEL 3; THENCE LEAVING SAID NORTHERLY LINE AND SAID CURVE ALONG SAID PARALLEL LINE SOUTH 00°28'46" WEST 235.88 FEET; THENCE SOUTH 10°00'00" WEST 72.55 FEET TO A POINT ON A LINE PARALLEL WITH AND 102.00 FEET WESTERLY OF SAID EASTERLY LINE OF PARCEL 3; THENCE ALONG SAID SECOND DESCRIBED PARALLEL LINE SOUTH 00°28'46" WEST 145.22 FEET TO THE SOUTHERLY LINE OF SAID PARCEL 3; THENCE ALONG SAID SOUTHERLY LINE NORTH 84°40'36" EAST 102.53 FEET TO THE POINT OF BEGINNING.

PARCEL B

ALL THAT PORTION OF VIRGINIA AVENUE EIGHTY (80') FEET WIDE PER MAP 562, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON AUGUST 29, 1888, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE AND TERMINATING AT THE BORDER OF THE UNITED STATES OF AMERICA:

BEGINNING AT THE AFOREMENTIONED POINT "A"; THENCE SOUTH 89°31'13" EAST TO AN INTERSECTION WITH THE EASTERLY LINE OF VIRGINIA AVENUE.

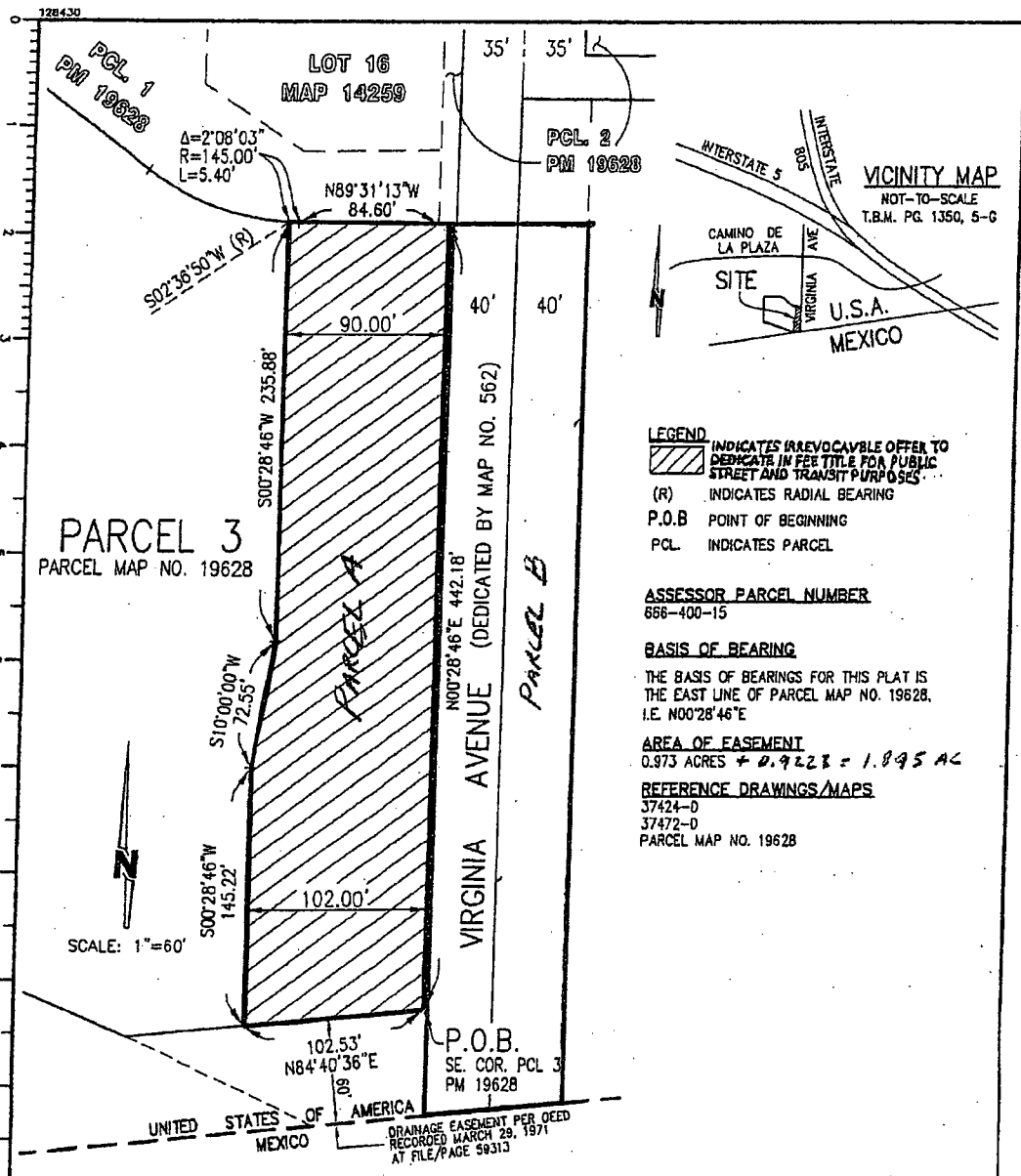


Gregory P. Hopkins, PLS
Assistant Deputy Director
City Land Surveyor

5-7-2014

Date





IRREVOCABLE OFFER TO DEDICATE - STREET PURPOSES IN FEE IN PARCEL 3, PARCEL MAP NO. 19628

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	I.D.
ORIGINAL	S&A				SHEET 1 OF 1 SHEET	24003970
	MIS	✓	10/3/13		<i>Gregory P. Hopkins</i> 10-3-13 FOR CITY ENGINEER DATE	P.T.S. NO. 333017
						1776-6315 CCS 83 COORDINATES
						136-1755 LAMBERT COORDINATES
						37627-B

EXHIBIT B
GRANTEE'S PROPERTY

All that property currently owned and hereafter acquired by the United States of America in that portion of City of San Diego, County of San Diego, State of California bounded on the west by Virginia Avenue, on the north by Camino de la Plaza, on the east by San Ysidro Blvd., Rail Court and the right of way of the San Diego & Arizona Eastern Railway and on the south by the international boundary between the United States of America and the Republic of Mexico.

After recording mail to:

Real Estate Assets Dept.
City of San Diego
Mail Station 51A

Exhibit C

SPACE ABOVE THIS LINE FOR RECORDER'S USE

"form of"

TEMPORARY CONSTRUCTION EASEMENT DEED

NO DOCUMENTARY TAX DUE - R & T 11922 (amended)

THE CITY OF SAN DIEGO, a municipal corporation, in the County of San Diego, State of California ("GRANTOR"), for a valuable consideration, DOES HEREBY GRANT to the UNITED STATES OF AMERICA ("GRANTEE") a Temporary Construction Easement (Construction Easement) along, over and across all that real property situated in the City of San Diego, County, State of California, described as follows:

See Exhibit "A" (Easement Area) attached hereto and a part hereof.

The Construction Easement area may be used for the purpose of GRANTEE's construction of the Virginia Avenue Transit Facility (Project) and other activities arising from or related to GRANTEE's renovation and reconstruction of the San Ysidro Land Port of Entry and implementation of the unrecorded "Memorandum of Understanding for the San Ysidro Land Port of Entry Virginia Avenue Transit Facility Project", effective as of March 31, 2013, by and between GRANTOR, the United States General Services Administration, the United States Federal Highway Administration, the California Department of Transportation, and the San Diego Association of Governments, as may be amended from time to time (the "Transit Center MOU"). The Transit Center MOU, as amended to date, is attached and incorporated herein by reference.

THIS GRANT OF TEMPORARY CONSTRUCTION EASEMENT is made by the GRANTOR upon the following terms and conditions, which GRANTEE, by its acceptance hereof, specifically agrees to, and consents to be bound by:

1. All work in connection with the construction and installation of the Project shall be done in accordance with the terms of the Transit Center MOU.
2. GRANTEE shall during the term of this Construction Easement minimize disruption of ingress and egress to and from the adjoining driveways and shall repair damage cause by GRANTEE'S construction activities to utility facilities, as may be necessary for the prevention of damage to the condition of the Easement Area.
3. GRANTOR may use the Easement Area for any purpose that does not unreasonably interfere with the use and enjoyment of the rights granted herein to GRANTEE. GRANTOR acknowledges that GRANTEE may need to secure the construction site and that entry into the construction site will need to be coordinated with GRANTEE.

4. GRANTEE shall not transfer Construction Easement without the prior written consent of the GRANTOR. However, GRANTEE may authorize use of the Construction Easement by such contractors and other invitees as GRANTEE may find necessary or convenient for the purpose of accomplishing the purpose of this Construction Easement without the prior consent of the GRANTOR.
5. GRANTEE shall be responsible for obtaining, any environmental permits or approvals required for its activities on the Easement Area. The cost of environmental permits and approvals shall be apportioned in accordance with the Transit Center MOU.
6. GRANTOR's reserved rights hereunder specifically include the right for its representatives to inspect the Easement Area upon reasonable notice for compliance with environmental, safety, and occupational health laws and regulations, whether or not the GRANTOR is responsible for enforcing them. Such inspections shall be without prejudice to the right of duly constituted enforcement officials to make such inspections.
7. GRANTEE shall strictly comply with the hazardous waste permit, storage, handling, and disposal requirements under Resource Conservation and Recovery Act, or California Code of Regulations, Title 22, Division 4.5 to the extent that such laws apply to its activities. The GRANTEE must provide, , such hazardous waste storage facilities, complying with all applicable laws and regulations, as it may need for storage. .
8. GRANTEE shall comply with all applicable environmental laws, ordinances, rules, and regulations and all other Federal, state, and local laws, ordinance, regulations, and standards that are or may become applicable to GRANTEE's activities on the Construction Easement. Any storage, treatment, or disposal of toxic or hazardous materials on the Construction Easement shall require prior written approval by the GRANTOR, provided however, that approval is not required for use and temporary storage of materials that are commonly used in construction of the type contemplated by the Transit Center MOU or for hazardous materials that may be excavated from the Easement Area.
9. GRANTEE shall, during the construction and installation of the Transit Facility, and appurtenances thereto, upon inadvertently discovering Native American human remains, funerary objects, sacred objects, or objects of cultural patrimony, as those terms are defined in 43.C.F.R. § 10.2(d), immediately notify by telephone the GRANTOR's Archaeologist, followed by written confirmation. GRANTEE shall cease all activity in the area of the inadvertent discovery until directed otherwise by the GRANTOR's Archaeologist. Additionally, GRANTEE shall take all reasonable efforts to protect any such Native American human remains, funerary objects, sacred objects, or objects of cultural patrimony, so discovered consistent with 43 C.F.R. § 10.2(d).
10. In the event there are any changes or deviations to the alignment of the Project during initial construction, as may be required in order to avoid interference, disturbance, damage, loss or destruction of resources not previously known to either party, GRANTEE, within forty-five (45) days of completion of construction, shall submit "as built" construction drawings.

11. To the extent provided by the Federal Tort Claims Act of 1948, as amended (28 USC 2671 et seq.) ("FTCA"), GRANTEE shall be liable to persons damaged by personal injury, death, or injury to or loss of property, which is caused by negligent or wrongful act or omission of any employee of GRANTEE while acting within the scope of his office or employment under circumstance where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend GRANTEE's liability beyond that existing under the FTCA at the time of such act or omission, or to preclude GRANTEE from using any defense available at law or equity.

12. GRANTEE shall require all of its contractors to provide GRANTOR with an endorsement naming GRANTOR as an additional insured under all insurance policies required by the contractors contract with GRANTEE.

13. GRANTOR for itself and any agency of the United States, its officers, agents, employees, and contractors may enter upon the Easement Area at all times and for any purposes not unreasonably interfering with GRANTEE's use of the Easement Area, including, but not limited to, the purpose of inspection. Such entry will be made during regular business hours and with at least twenty-four (24) hours prior notice of its intention to do so, unless the GRANTOR determines that entry without prior notice is required for safety, environmental, operational, or security purposes. GRANTEE shall have no claim on account of any such entry on the Easement Area against GRANTOR or its officers, agents, employees, or contractors. GRANTOR reserves the right to enter the Easement Area and may make any repairs or take any actions it deems necessary in emergency situations such as, but not limited to, fires, breakages, leaks, spills, etc. to stop, reduce, contain, or mitigate damages to its property.

When GRANTEE determines that this Construction Easement is no longer required for the purpose stated herein, but in no event later than thirty months after the date of conveyance of this Construction Easement to GRANTEE, GRANTEE shall furnish GRANTOR a good and sufficient Quitclaim Deed, conveying all GRANTEE's right, title, and interest in and to this Construction Easement.

IN WITNESS WHEREOF, the City of San Diego has caused this Temporary Construction Easement Deed to be executed, pursuant to Resolution R- _____ of the City Council authorizing such execution.

THE CITY OF SAN DIEGO

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT EASEMENT
FOR THE NON-EXCLUSIVE USE OF THE VIRGINIA AVENUE TRANSIT
FACILITY

PARCEL A

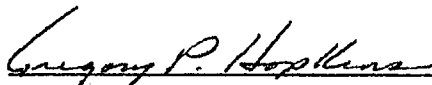
ALL THAT PORTION OF PARCEL 3 OF PARCEL MAP NO. 19628, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 16, 2004, SAID PROPERTY ALSO DESCRIBED IN THOSE CERTAIN DOCUMENTS TITLED IRREVOCABLE OFFER OF DEDICATION IN FEE TITLE FOR PUBLIC STREET AND TRANSIT CENTER PURPOSES RECORDED ON NOVEMBER 22, 2013 AS DOCUMENT NO. 2013-0689034, AND DOCUMENT TITLED IRREVOCABLE OFFER OF DEDICATION IN FEE TITLE FOR PUBLIC STREET AND TRANSIT CENTER PURPOSES - ACCEPTANCE, RECORDED ON FEBRUARY 24, 2014 AS DOCUMENT NO. 2014-0073645 ALL OF OFFICIAL RECORDS OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 3; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 3 NORTH 00°28'46" EAST 442.18 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 3, SAID NORTHEAST CORNER DESIGNATED AS POINT "A"; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 3 NORTH 89°31'13" WEST 84.60 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 145.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°08'03" A DISTANCE OF 5.40 FEET TO A POINT ON A LINE PARALLEL WITH AND 90.00 FEET WESTERLY OF SAID EASTERLY LINE OF PARCEL 3; THENCE LEAVING SAID NORTHERLY LINE AND SAID CURVE ALONG SAID PARALLEL LINE SOUTH 00°28'46" WEST 235.88 FEET; THENCE SOUTH 10°00'00" WEST 72.55 FEET TO A POINT ON A LINE PARALLEL WITH AND 102.00 FEET WESTERLY OF SAID EASTERLY LINE OF PARCEL 3; THENCE ALONG SAID SECOND DESCRIBED PARALLEL LINE SOUTH 00°28'46" WEST 145.22 FEET TO THE SOUTHERLY LINE OF SAID PARCEL 3; THENCE ALONG SAID SOUTHERLY LINE NORTH 84°40'36" EAST 102.53 FEET TO THE POINT OF BEGINNING.

PARCEL B

ALL THAT PORTION OF VIRGINIA AVENUE EIGHTY (80') FEET WIDE PER MAP 562, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON AUGUST 29, 1888, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE AND TERMINATING AT THE BORDER OF THE UNITED STATES OF AMERICA:

BEGINNING AT THE AFOREMENTIONED POINT "A"; THENCE SOUTH 89°31'13" EAST TO AN INTERSECTION WITH THE EASTERLY LINE OF VIRGINIA AVENUE.



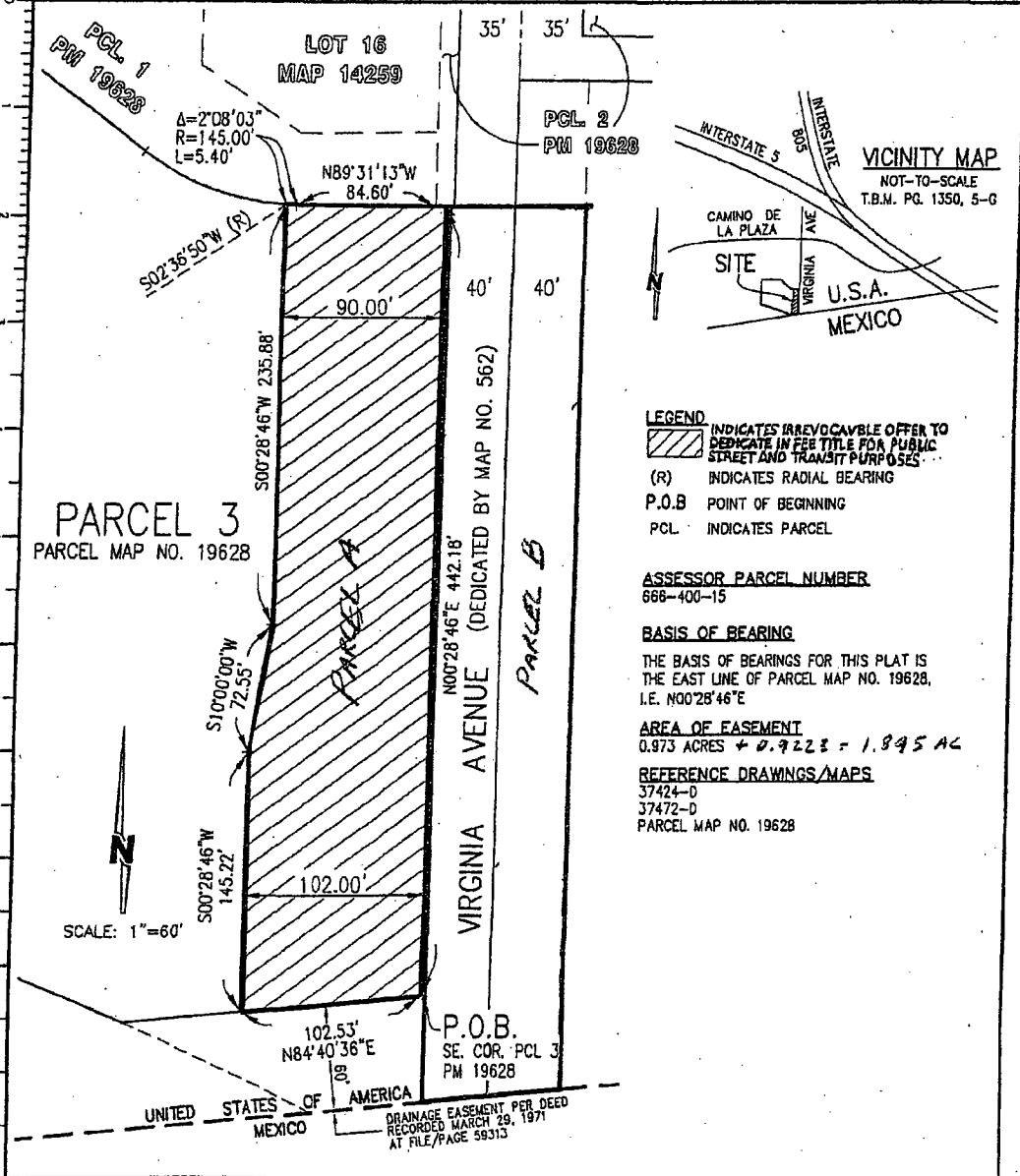
Gregory P. Hopkins, PLS
Assistant Deputy Director
City Land Surveyor

5-7-2014

Date



126430



**IRREVOCABLE OFFER TO DEDICATE - STREET PURPOSES IN FEE
IN PARCEL 3, PARCEL MAP NO. 19628**

DESCRIPTION	BY	APPROVED	DATE	FILED	CITY OF SAN DIEGO, CALIFORNIA	I.O. 24003970
ORIGINAL	S&A MS	✓	10/3/13		SHEET 1 OF 1 SHEET	P.T.S. NO. 333017
					<i>Gregory P. Hopkins</i> 10-3-13 FOR CITY ENGINEER DATE	1776-6315 CCS 83 COORDINATES
						136-1755 LAMBERT COORDINATES
						37627-B

13-122



RECORDING REQUESTED BY:
THE CITY OF SAN DIEGO
AND WHEN RECORDED MAIL TO:

Exhibit D

(THIS SPACE FOR RECORDER'S USE ONLY)

"form of"

ENCROACHMENT MAINTENANCE AGREEMENT

APPROVAL NUMBER: _____

PROJECT NUMBER: _____

In accordance with the provisions of Section 129.0715 of the San Diego Municipal Code, this agreement is made by and between the City of San Diego, a Municipal Corporation [City] and the owner or owner's duly authorized representative of real property [Property Owner], located at the San Ysidro Land Port of Entry in San Ysidro, California

and more particularly described in the attached Plat Map, all located in the City of San Diego, County of San Diego, State of California [Property].

In consideration of the grant of permission by the City of San Diego to encroach into the public right-of-way [ROW] by installing and maintaining private improvements, to wit: Portion of a security wall and related improvements as part of the construction of a Pedestrian Processing Center for the benefit of cross border travelers.

[Encroachment] over, under, and across the ROW for the use and benefit of the Property, Property Owner covenants and agrees with the City Of San Diego as follows:

(a) This agreement shall run with the land.

(b) The Encroachment shall be installed and maintained in a safe and sanitary condition at the sole cost, risk and responsibility of the Property Owner(s) and the successors in interest.

(c) Whatever rights and obligations were acquired by the City with respect to the rights-of-way shall remain and continue in full force and effect and shall in no way be affected by the City's grant of permission to construct and maintain the Encroachment.

(f) The Property Owner does not purchase liability insurance. Any claims against the Property Owner arising from its use of the Encroachment Area shall be considered in accordance with the Federal Torts Claims Act. During the installation, the Property Owner shall require its contractor name the City of San Diego as an additional insured on its liability policy.

NOTE: ALL SIGNATURES MUST INCLUDE NOTARY ACKNOWLEDGMENTS PER CIVIL CODE SEC.1180 ET.SEQ.
This information is available in alternative formats for persons with disabilities, upon request.

See Attached Exhibit(s): _____

See Drawing Number(s): _____
on file with the City of San Diego.

(Owner Signature)

(Print Name & Title)

(Company/Organization Name)

(Date)

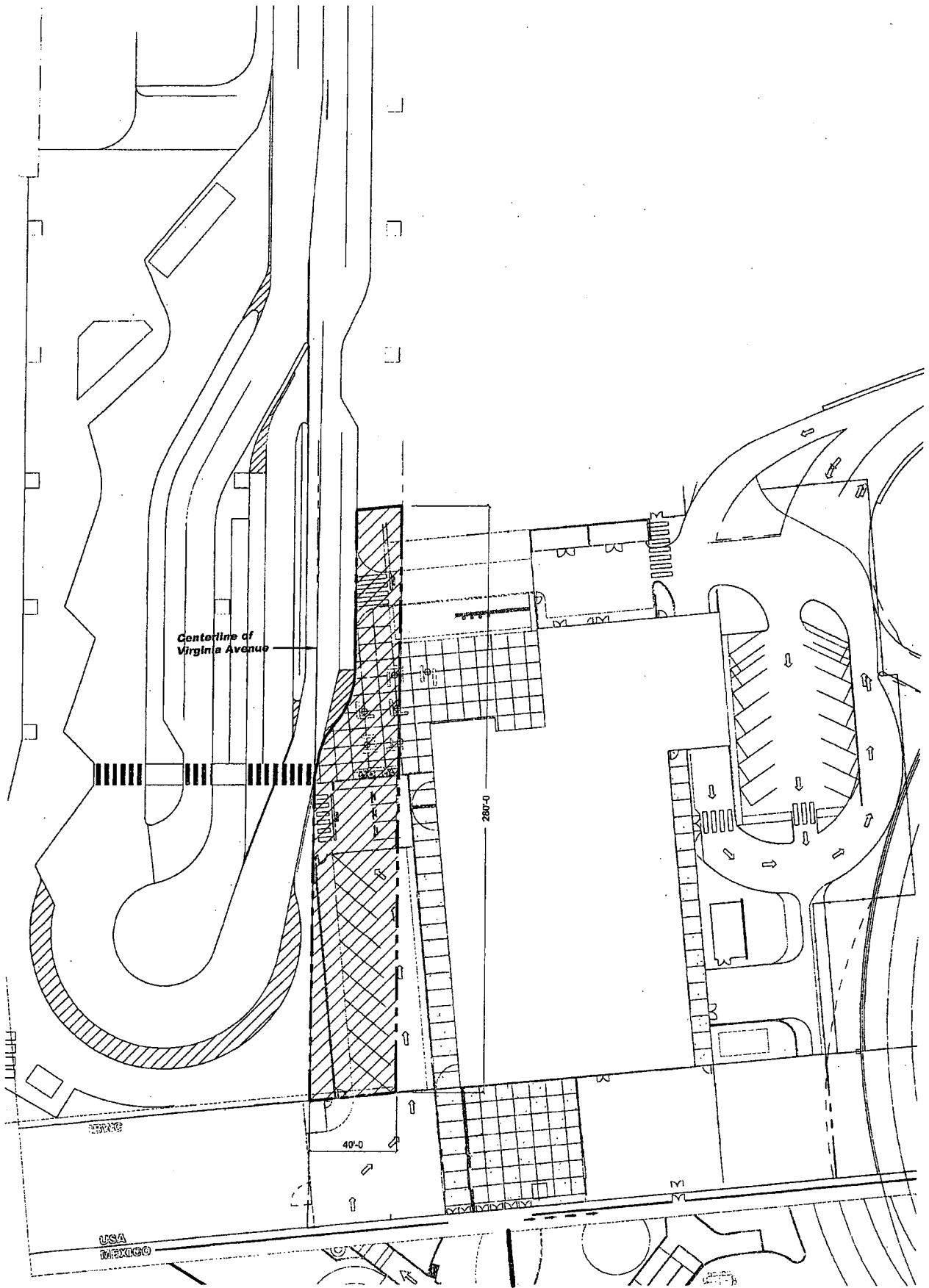
APPROVED:

(City Control Engineer Signature)

(Print Name)

(Date)

NOTE: ALL SIGNATURES MUST INCLUDE NOTARY ACKNOWLEDGMENTS PER CIVIL CODE SEC.1180 ET.SEQ.
This information is available in alternative formats for persons with disabilities, upon request.



Passed by the Council of The City of San Diego on JUL 22 2014, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Sherri Lightner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ed Harris	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Todd Gloria	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Myrtle Cole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lorie Zapf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Alvarez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marti Emerald	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage JUL 28 2014

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

AUTHENTICATED BY:

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

(Seal)

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

By *Janette J. Parks*, Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 309148