

<b>REQUEST FOR COUNCIL ACTION</b> CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) n/a
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Transportation&Storm Water Dept	DATE: 08/21/2013
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SUBJECT: State Route 11 Cooperative and Utility Agreements between Caltrans and City of San Diego

PRIMARY CONTACT (NAME, PHONE): Linda Marabian,(619) 533-3082, MS 608	SECONDARY CONTACT (NAME, PHONE): Gary Chui, (619) 533-3770, MS 608
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**COMPLETE FOR ACCOUNTING PURPOSES**

FUND	700008				
DEPT / FUNCTIONAL AREA	OTHR-00000000-SU				
ORG / COST CENTER					
OBJECT / GENERAL LEDGER ACCT	512117				
JOB / WBS OR INTERNAL ORDER	B13231.06.02				
C.I.P./CAPITAL PROJECT No.	A-JA.00001				
AMOUNT	\$50,000.00	0.00	0.00	0.00	0.00

FUND					
DEPT / FUNCTIONAL AREA					
ORG / COST CENTER					
OBJECT / GENERAL LEDGER ACCT					
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE): This request: \$50,000

**ROUTING AND APPROVALS**

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Financial Management	ORIG DEPT.	Sturdevan, Kip	9/23/2013
Comptroller	CFO		
Public Utilities - Wastewater	DEPUTY CHIEF		
Equal Opportunity Contracting	COO		
Environmental Analysis	CITY ATTORNEY		
	COUNCIL PRESIDENTS OFFICE		

PREPARATION OF:  RESOLUTIONS  ORDINANCE(S)  AGREEMENT(S)  DEED(S)

1. Authorize the Mayor, or his designee, to execute a Cooperative Agreement with Caltrans for the construction of State Route 11; and,

2. Authorize the Mayor or his designee to accept a Quit Claim Deed, related to the drainage facility, to the State of California for Parcel R/W 34803-A and 34805-A as depicted on Exhibit A and Exhibit B of the Quit Claim Deed to the State of California for the construction of State Route 11; and,
3. Authorize the Mayor or his designee to accept a Grant Deed, related to the sewer facility, to the State of California for Parcel R/W 34803 -1,-2,-3,-4,-5,-6,-7 & -8 as depicted on Exhibit A of the Grant Deed to the State of California for the construction of State Route 11; and,
4. Authorize the Mayor or his designee to enter into a reimbursement Utility Agreement No. 33578 with Caltrans, in the amount not to exceed \$50,000, from Sewer Fund 700008, A-JA.00001 Sewer Main Replacement (B13231 Caltrans SR-11 Sewer Relocation Project), for City staff costs to perform inspection services related to the relocation of sewer facilities, funds to be fully reimbursed by Caltrans; and,
5. The Chief Financial Officer is authorized to expend funds not to exceed \$50,000 from A-JA.00001 Sewer Main Replacement (B13231 Caltrans SR-11 Sewer Relocation Project), Sewer Fund 700008, per the terms of the Utility Agreement No. 33578, contingent upon the City Comptroller furnishing a certificate that funds necessary for the expenditure are, or will be, on deposit with the City Treasurer.

**STAFF RECOMMENDATIONS:**  
Approve the resolutions.

**SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)**

<b>COUNCIL DISTRICT(S):</b>	8
<b>COMMUNITY AREA(S):</b>	Otay Mesa East
<b>ENVIRONMENTAL IMPACT:</b>	The activity being proposed has been analyzed within the final EIR/EIS (State Route 11 and the Otay Mesa East Port of Entry/SCH No. 2008111038, prepared by Caltrans and certified on March 29, 2012.
<b>CITY CLERK INSTRUCTIONS:</b>	Upon Council approval, please forward a copy of the Resolutions to Edric Doringo, Transportation Engineering & Operations Division, MS 608.

**COUNCIL ACTION**  
**EXECUTIVE SUMMARY SHEET**  
CITY OF SAN DIEGO

DATE: 08/21/2013

ORIGINATING DEPARTMENT: Transportation&Storm Water Dept

SUBJECT: State Route 11 Cooperative and Utility Agreements between Caltrans and City of San Diego

COUNCIL DISTRICT(S): 8

CONTACT/PHONE NUMBER: Linda Marabian/(619) 533-3082, MS 608

**DESCRIPTIVE SUMMARY OF ITEM:**

Caltrans will be constructing new freeway connectors for State Route 11 within Otay Mesa East. This action will provide Caltrans with required Right Of Way and authorization for relocation of existing City utilities within the proposed alignment of the freeway. A freeway cooperative agreement and freeway maintenance agreement is currently being developed between Caltrans and the City of San Diego and will be brought before Council for review and approval. Inspection services provided by the City for work related to the relocation of City sewer facilities will be reimbursed by Caltrans.

**STAFF RECOMMENDATION:**

Approve the resolutions.

**EXECUTIVE SUMMARY OF ITEM BACKGROUND:**

SANDAG and Caltrans, along with key local, state, and federal agencies in the United States and Mexico, are progressing with a plan to improve border crossings in the southern San Diego/Baja California region. Annually, \$54 billion worth of goods move across the region's borders. Presently wait times at the border crossing regularly exceed two hours.

The proposed State Route 11 (SR 11) and Otay Mesa East Port of Entry (POE) project will improve the efficient movement of people and goods between the United States and Mexico. The proposed improvements aim to provide shorter and more predictable crossing times. SR-11 will serve east-west intraregional, interregional, commercial, commuter, and cross-border traffic between the rapidly developing Otay Mesa area and destinations to the north. SR-11 will reduce congestion at the Otay Mesa POE and will provide an alternate facility for cross-border commercial traffic.

The San Ysidro POE is one of the busiest land crossings in the world, with over 45,000 vehicular northbound crossings each weekday and over 65,000 crossings each weekend day. Passenger vehicle traffic is anticipated to double from 30 million in 1999 (both ways) to 62 million in 2020, with consequent impacts on queue lengths and peak hour durations. The Otay Mesa POE handles vehicular, bus, pedestrian plus all commercial traffic. The Otay Mesa POE is the third ranked POE along the U.S.-Mexico border in terms of value of goods crossing the border. In addition, the Otay Mesa POE handled more than 4 million northbound passenger vehicles in 2009. Continued development of more than 6,000 commercial/industrial acres and the dynamics created by the Maquiladora industry make it imperative that a full freeway/tollway for additional east-west highway capacity be developed in the coming years.

An important change to the SR 11/Otay Mesa East POE phasing was made in early 2012 in order to expedite project delivery. The California Transportation Commission (CTC) approved a plan to divide the project corridor into three distinct segments. Segment 1 will construct the SR 905/SR 11 freeway-to-freeway connectors up to Enrico Fermi Drive. Segment 2 will build the remaining portion of SR 11 (from Enrico Fermi to the POE) and the proposed Commercial Vehicle Enforcement Facility. Segment 3 will construct the POE.

The design of Segment 1 is complete and the project is now moving forward into the construction phase. Caltrans is also moving forward with the acquisition of right-of-way needed for Segment 1. This action would provide for needed right of way to accommodate the alignment of the proposed SR 11 Segment 1. The award of the construction contract is anticipated in September of 2013.

The Public Utilities Department has existing sewer facilities within the proposed alignment of the SR11 project. The sewer facilities will require relocation to facilitate construction of the SR 11 project by Caltrans. The City has prior rights for the existing sewer facilities; therefore, cost of relocation will be paid 100% by Caltrans.

In addition, Caltrans has prepared the design and construction documents and will manage the construction and has agreed to reimburse the City to perform construction inspection of the relocated sewer facilities. Per Utility Agreement No. 33578, the maximum reimbursement to the City is \$50,000. If the City's costs exceed this amount, an amendment to the Utility Agreement will be required.

**FISCAL CONSIDERATIONS:**

\$50,000, which will be reimbursed by Caltrans, is needed to fund in-house construction inspection costs for work related to sewer facility relocation.

**EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):**

Funding Agency: Caltrans  
Goals: N/A  
Other: N/A

**PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee):**

None

**COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:**

Caltrans will provide and conduct community public outreach efforts throughout their project endeavors.

**KEY STAKEHOLDERS AND PROJECTED IMPACTS:**

City of San Diego, CALTRANS, FHWA, SANDAG, Otay Mesa East

Sturdevan, Kip

Originating Department

\_\_\_\_\_  
Deputy Chief/Chief Operating Officer

11-SD-11/905  
EA 11-056321  
PM 0.0/1.6, R9.9/R10.7  
AGREEMENT 11-8380  
Conveyance of floodwater  
facilities and easement

**COOPERATIVE AGREEMENT**

This COOPERATIVE AGREEMENT (AGREEMENT) is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the CITY OF SAN DIEGO, a California municipal corporation, referred to herein as "CITY", to be effective on \_\_\_\_\_, when signed by all the parties and approved by all appropriate legal counsel.

**RECITALS**

1. STATE and CITY, pursuant to Streets and Highways Code sections 104.5, 114, 118 and 130, are authorized to enter into a Cooperative Agreement affecting improvements to State Highways within City of San Diego.
2. STATE intends to construct State Route 11 (SR-11) and eastbound/westbound connectors to and from the existing State Route 905 (SR-905) easterly to Enrico Fermi Drive, referred to hereafter as "PROJECT" (see Exhibit A, attached hereto and made a part of this AGREEMENT).
3. During PROJECT construction, STATE requires control over, and will assume all liability for, portions of existing CITY drainage, sewer and water easements that are over and across the southerly portions of Lots 4, 5, and 9 per Map 11667, recorded December 8, 1986, hereafter referred to collectively as "EASEMENT" (see Exhibit B, attached hereto and made a part of this AGREEMENT).
4. To facilitate STATE's construction of the PROJECT, STATE requests that CITY ~~quitclaim to STATE all its rights, title and interests in the EASEMENT.~~
5. As part of the PROJECT, STATE intends to construct a detention basin and trunk line, hereafter referred to as the "FLOODWATER FACILITIES". The FLOODWATER FACILITIES will be constructed on property owned by STATE, CITY and on property currently owned by private third party(ies).
6. Upon completion of the PROJECT, STATE intends to convey to CITY, and CITY intends to accept, all rights STATE owns in the FLOODWATER FACILITIES and in the real property on which the FLOODWATER FACILITIES are constructed, excepting therefrom a reservation for a maintenance access easement and drainage easements, all as shown in said Exhibit B. The real property interests planned to be conveyed to the CITY will be both fee and easement interests, depending upon the interest(s) that STATE owns therein. Prior to any such conveyance, CITY shall have the right to inspect

the FLOODWATER FACILITIES to determine whether the facilities are constructed consistent with STATE plans and specifications. The CITY has accepted and agreed to STATE design methodology outlined in STATE November 26, 2012 letter and reviewed STATE preliminary plans and specifications without comment. The STATE circulated final plans and specification to CITY prior to project being awarded and CITY concurred. If CITY determines the FACILITIES are constructed consistent with contract plans and specifications, CITY will accept title to said FLOODWATER FACILITIES and the rights to the real property on which the facilities are constructed. STATE contends that the conveyance of the FLOODWATER FACILITIES to CITY will provide equivalent utility to CITY for its existing facilities.

### SECTION I

#### STATE AGREES:

1. To accept title to, maintenance and control of, and all liability associated with and for, the EASEMENT during the term of the PROJECT.
2. To acquire any and all other property rights (fee and/or easement) needed to construct and provide for the maintenance of the FLOODWATER FACILITIES.
3. STATE Resident Engineer will coordinate periodic inspections with CITY to ensure FLOODWATER FACILITIES are being constructed consistent with the contract plans and specifications circulated to CITY by STATE.
4. Upon completion of the PROJECT and upon prior written acceptance of the FLOODWATER FACILITIES by CITY, to convey to CITY, by Director's Deed, all of the STATE's interests in the FLOODWATER FACILITIES improvements and its underlying real property interests, whether fee title and/or easement rights, reserving therefrom a maintenance access easement and drainage easements, all as shown on Exhibit B.
5. STATE's point of contact:

Jacqueline Appleton-Deane  
California Department of Transportation  
4050 Taylor Street, MS 334  
San Diego, CA 92110  
(619) 491-3080

**SECTION II**

**CITY AGREES:**

1. To quitclaim all of CITY's rights in and to EASEMENT to the STATE, for use in the construction of PROJECT, at no cost to STATE.
2. CITY will attend periodic inspections with STATE Resident Engineer to ensure FLOODWATER FACILITIES are being constructed consistent with the contract plans and specifications circulated to CITY by STATE. Upon receipt of written notification from STATE that construction of PROJECT has been completed, CITY will perform a final inspection of the FLOODWATER FACILITIES to determine whether the FLOODWATER FACILITIES have been constructed consistent with the contract plans and specifications circulated to CITY by STATE.
3. Upon CITY's determination that the FLOODWATER FACILITIES have been constructed consistent with the contract plans and specifications circulated to CITY by STATE, CITY shall accept from STATE title to the FLOODWATER FACILITIES and the underlying real property rights on which the FLOODWATER FACILITIES are constructed.
4. Upon STATE's recordation of the conveyance documents to CITY of the FLOODWATER FACILITIES and its underlying real property rights, CITY shall assume all ownership, control, maintenance, and operation of the FLOODWATER FACILITIES, including liability therefor.
5. CITY's point of contact:

Edric Doringo  
City of San Diego  
1010 Second Avenue, Suite 800  
San Diego, CA 92101-4904  
(619) 533-3714

**SECTION III**

**IT IS MUTUALLY AGREED:**

1. All obligations of STATE under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of funds by the California Transportation Commission (CTC). No STATE funds are obligated against this AGREEMENT.

2. All obligations of CITY under the terms of this AGREEMENT are subject to the inspection rights set forth in this AGREEMENT.
3. Nothing in the provision of this AGREEMENT is intended to create duties or obligations to or rights in third parties not parties to this AGREEMENT or to affect the legal liability(ies) of either party to the AGREEMENT by imposing any standard of care with respect to the maintenance of State Highways different from the standard of care imposed by law.
4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY and/or its agents specifically concerning CITY's obligation to convey certain property interests to STATE under this AGREEMENT. It is understood and agreed that, CITY, to the extent permitted by law, will defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY and/or its agents specifically concerning CITY's obligation to convey certain property interests to STATE under this AGREEMENT.
5. Neither CITY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by STATE and/or its agents under or in connection with any work, authority or jurisdiction conferred upon STATE under this AGREEMENT. It is understood and agreed that, STATE, to the extent permitted by law, will defend, indemnify and save harmless CITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE and/or its agents under this AGREEMENT.
6. This AGREEMENT may be terminated or provisions contained herein may be altered, changed, or amended by mutual written consent of the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
7. Upon CITY's prior acceptance of the FLOODWATER FACILITIES and its underlying property interests, this AGREEMENT, excepting those provisions which relate to an indemnification, ownership, property recapture, operation and maintenance, shall terminate upon STATE's recordation at the San Diego County Recorder's Office of the conveyance documents for the FLOODWATER FACILITIES and its underlying property rights. The AGREEMENT provisions which relate to indemnification, ownership, property recapture, operation and maintenance shall remain in effect until terminated or modified in writing by mutual agreement of the parties.

The Parties hereto declare that:

1. Each Party is an authorized legal entity under California state law.
2. Each Party has the authority to enter into this AGREEMENT. Specifically, CITY is acting under the authority granted in City of San Diego Resolution No. \_\_\_\_\_; when executed, this AGREEMENT will be filed with the City Clerk as Document No. \_\_\_\_\_.
3. The individuals signing this AGREEMENT have the authority to do so on behalf of their respective agencies.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**CITY OF SAN DIEGO, a California  
municipal corporation**

By: \_\_\_\_\_  
LAURIE BERMAN  
District Director

By: \_\_\_\_\_

Approved as to form and procedure:

Approved as to form and legality:

JAN I. GOLDSMITH, City Attorney

\_\_\_\_\_  
GLENN B. MUELLER  
Assistant Chief Counsel  
Department of Transportation

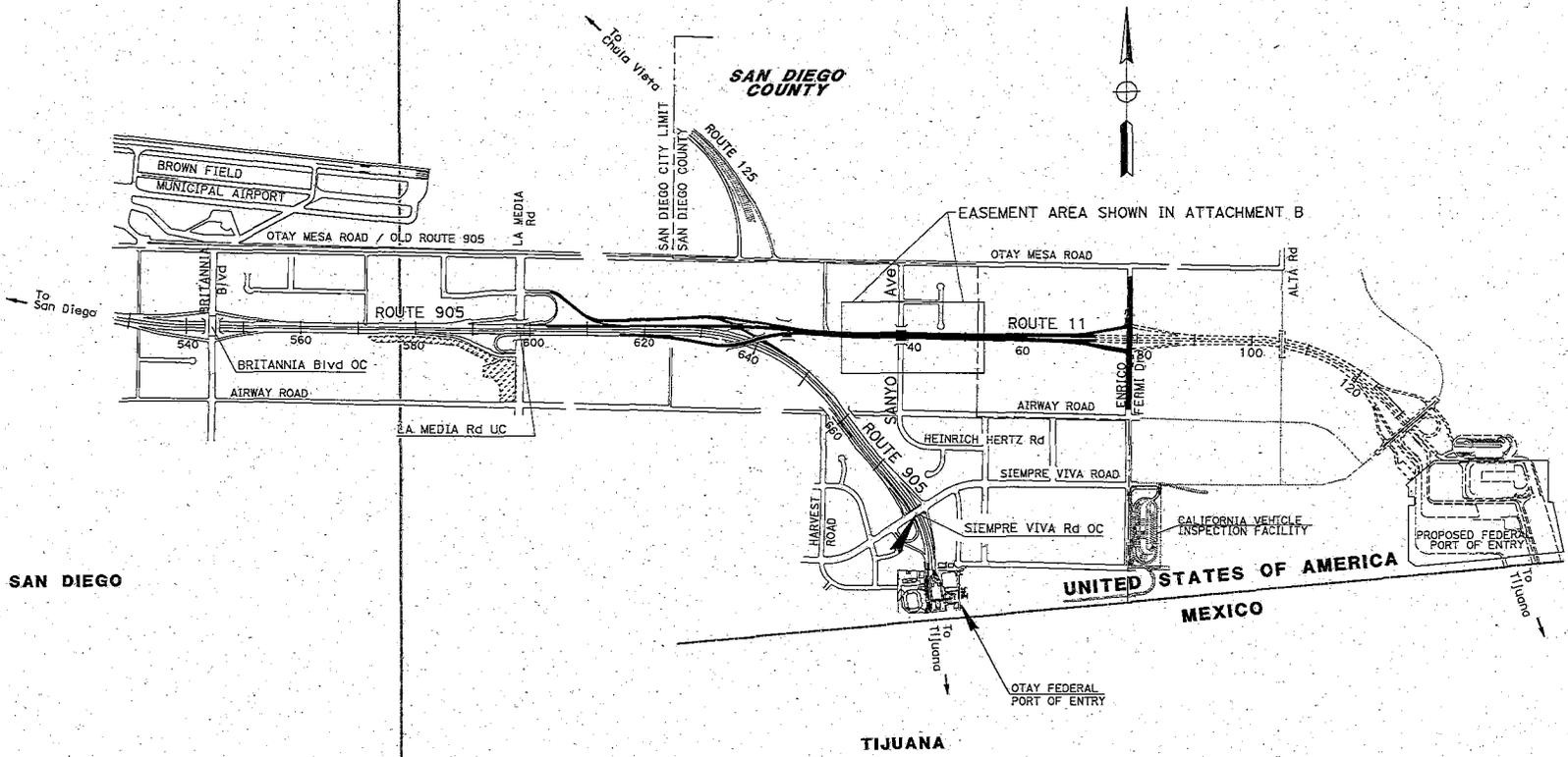
By: \_\_\_\_\_  
Debra J. Bevier  
Deputy City Attorney

Certified as to funds:

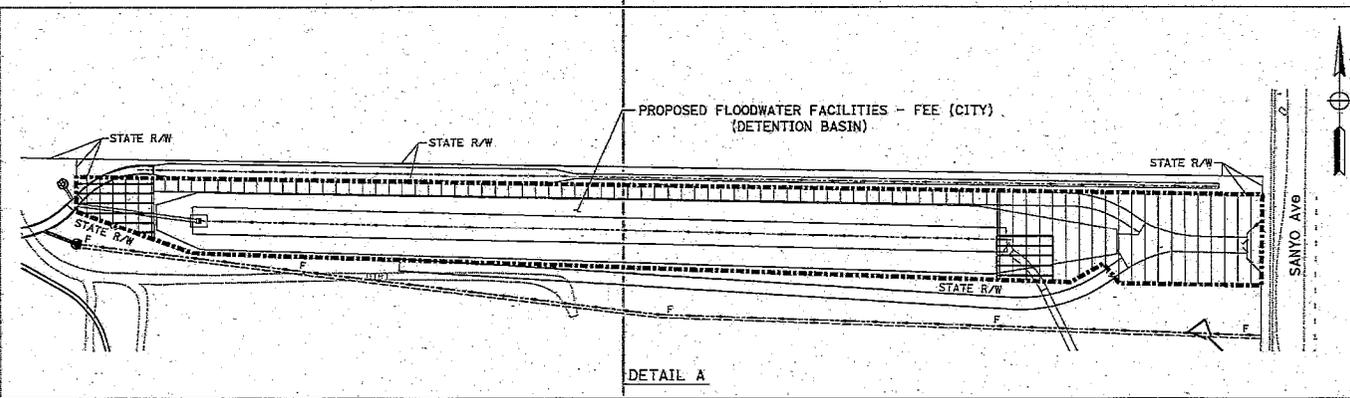
City of San Diego Environmental  
Analysis Section Environmental  
Clearance:

\_\_\_\_\_  
Marlene Davis  
District Budget Manager/UP

\_\_\_\_\_  
Name:  
Environmental Analysis Section

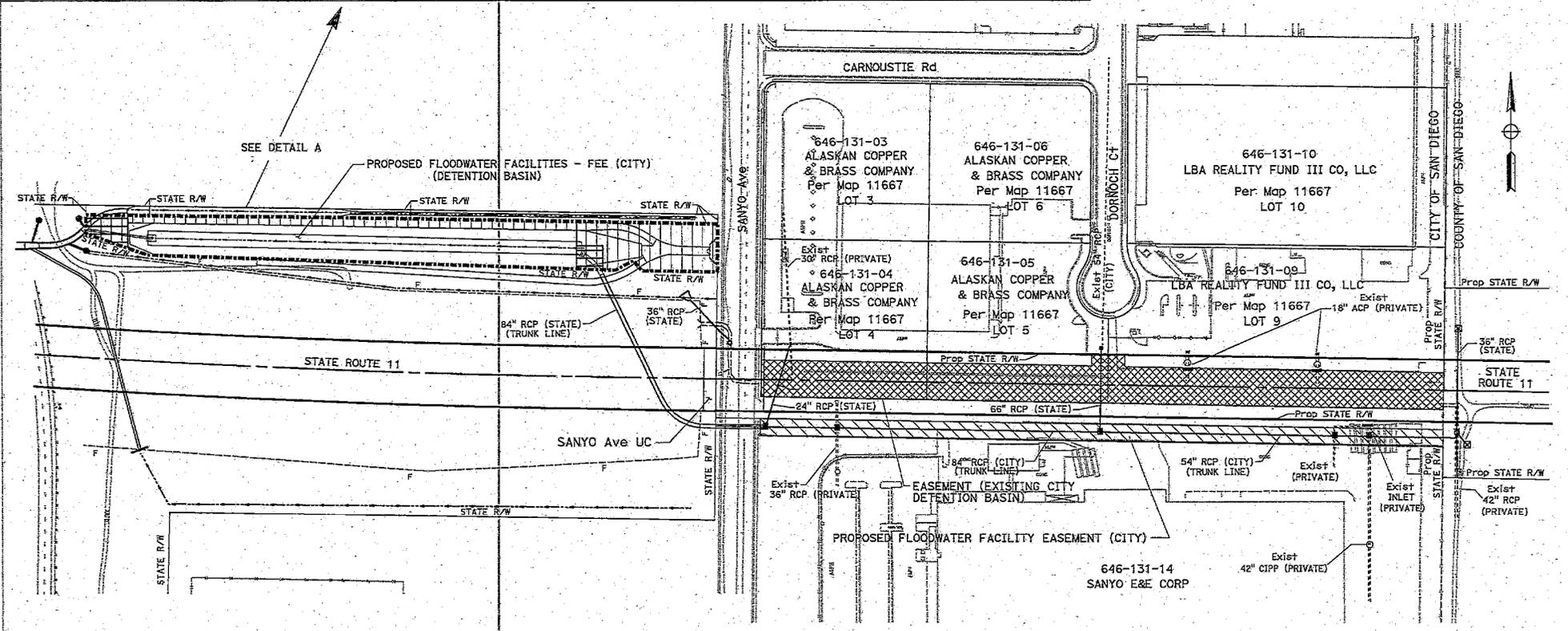


**EXHIBIT A  
VICINITY MAP**



**LEGEND:**

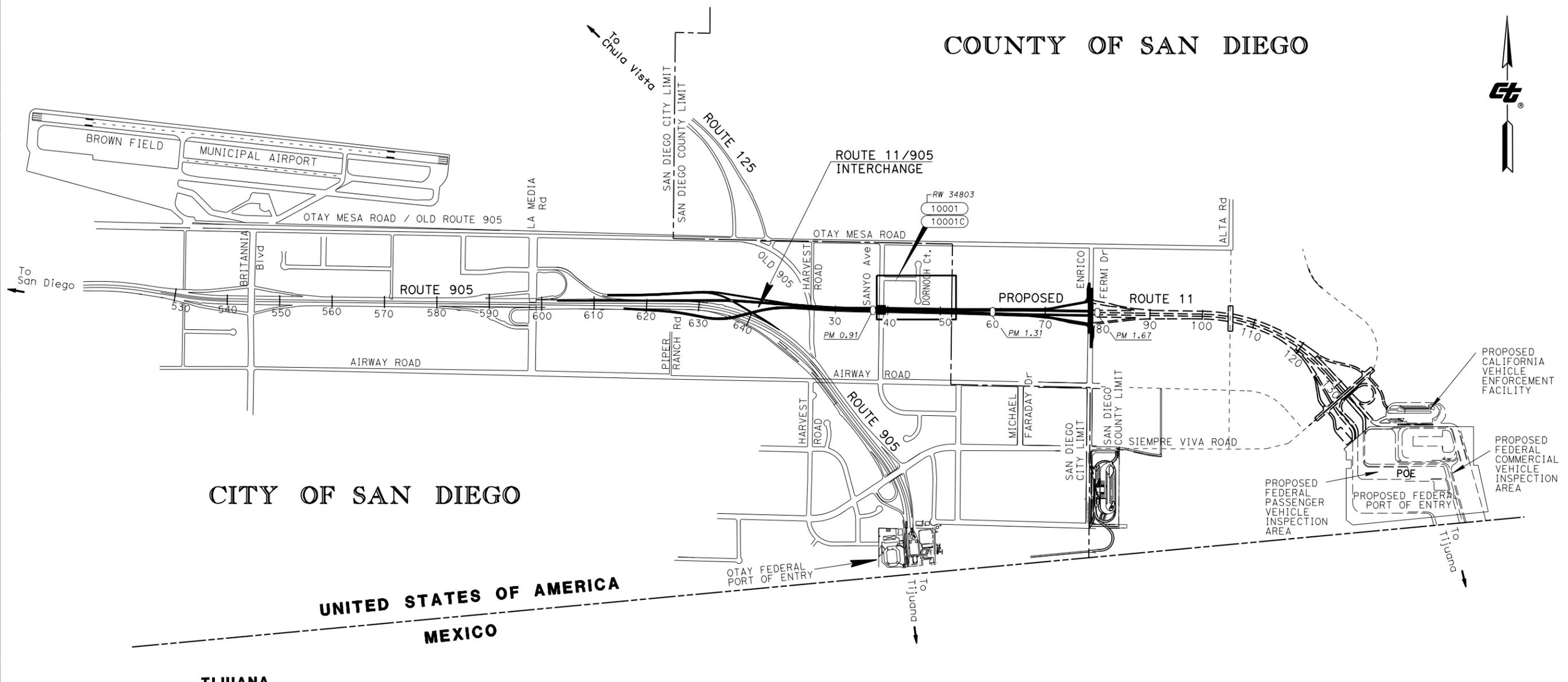
-  PROPOSED FLOODWATER FACILITIES - FEE (CITY)
-  PROPOSED MAINTENANCE ACCESS EASEMENT (STATE)
-  DRAINAGE EASEMENT (STATE)
-  EASEMENT - (PORTION OF CITY OWNED EASEMENT TO BE QUITCLAIMED)
-  PROPOSED FLOODWATER FACILITY EASEMENT (CITY)



NO SCALE **EXHIBIT B**  
**LAYOUT OF EASEMENTS**

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.

# COUNTY OF SAN DIEGO



UNITED STATES OF AMERICA  
MEXICO

TIJUANA

R/W PROJECT SURVEYOR:	DATE	BY
	06-25-12	SND
REVISIONS		
DATE	BY	
REVISIONS		
DATE	BY	
REVISIONS		
DATE	BY	
REVISIONS		
DATE	BY	
REVISIONS		
DATE	BY	

GRANTOR NOTES	
①	Areas shown exclude underlying fee in the adjoining public way.
	Ac=acres
	Indicates Underlying Fee (UF) Area
	Indicates Indeterminate UF
②	TITLE CODES:
	A=Access Rights Only
	F=Fee
	E=Easement (Ease)
	TCE=Temp Construction Ease
	T=Other Temp Ease (see Remarks)
	O=Other (see Remarks)

NOTES	
Coordinates and bearings are on CCS 1983(1991.35) Zone . Distances and stationing are grid distances. Divide by to obtain ground distances. All distances are in feet unless otherwise noted.	
LEGEND	
	Access Prohibited
	Access Superseded
	Existing R/W Superseded
	Access Opening (Private)
(R)	Indicates Radial Bearing
●	Indicates Found Monument as noted
○	Indicates calculated point. Does not imply monument set)
	Title to State
	Required for Others

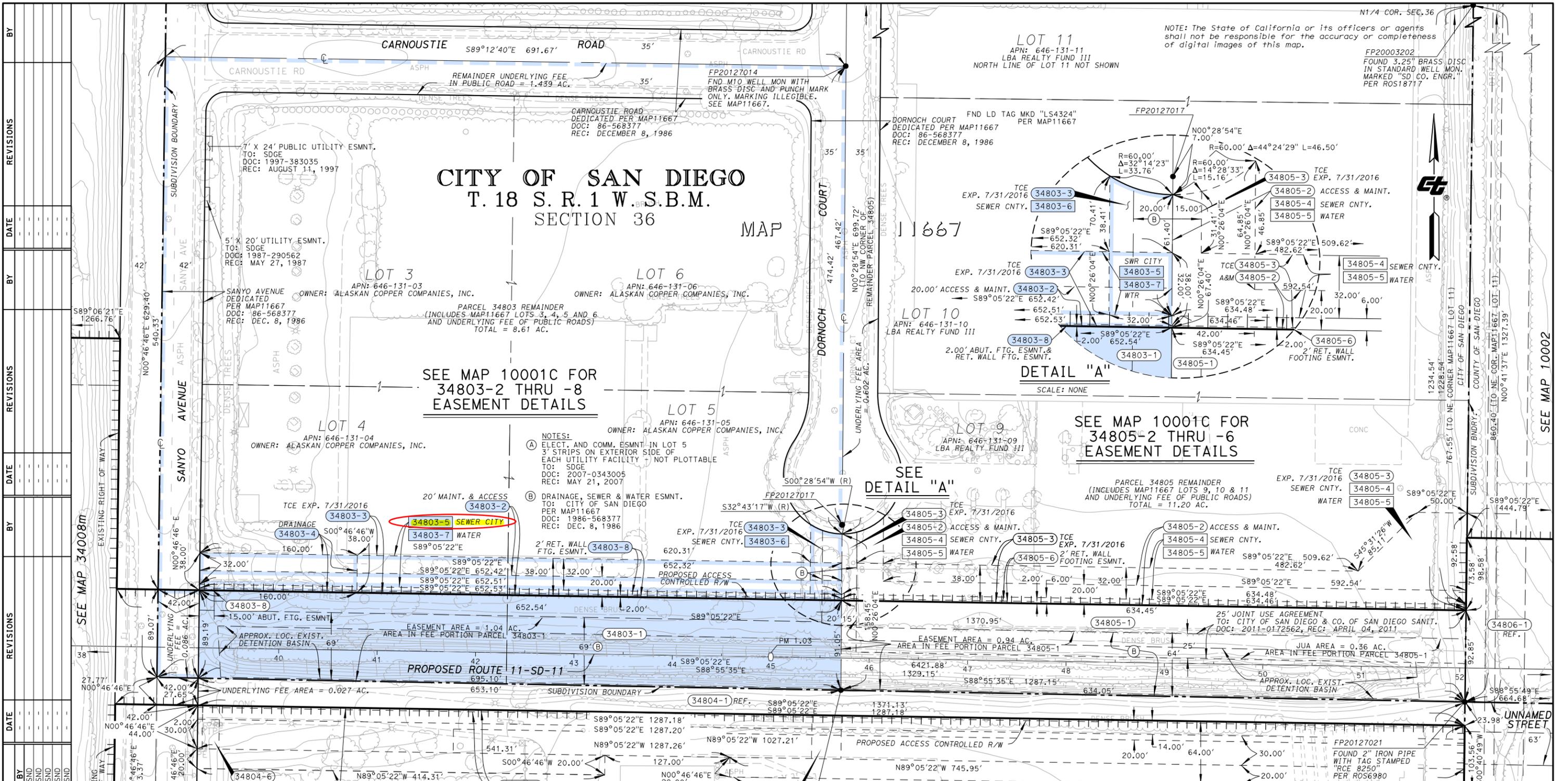
**KEY MAP**

STATE OF CALIFORNIA  
BUSINESS, TRANSPORTATION AND HOUSING AGENCY  
DEPARTMENT OF TRANSPORTATION

**RIGHT OF WAY  
DEED MAP  
MAP NO. 10000k**

0 500 1000 2000 3000

TO DESIGN:	/ /	EA(s):	FA#:		
DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
11	SD	11	0.91 - 1.67	1	3



**CITY OF SAN DIEGO**  
**T. 18 S. R. 1 W. S.B.M.**  
**SECTION 36**  
**MAP 11667**

SEE MAP 10001C FOR  
**34803-2 THRU -8**  
**EASEMENT DETAILS**

SEE MAP 10001C FOR  
**34805-2 THRU -6**  
**EASEMENT DETAILS**

**DETAIL "A"**  
 SCALE: NONE

- NOTES:**
- (A) ELECT. AND COMM. ESMNT. IN LOT 5 3' STRIPS ON EXTERIOR SIDE OF EACH UTILITY FACILITY - NOT PLOTTABLE TO: SDGE DOC: 2007-0343005 REC: MAY 21, 2007
  - (B) DRAINAGE, SEWER & WATER ESMNT. TO: CITY OF SAN DIEGO PER MAP11667 DOC: 1986-568377 REC: DEC. 8, 1986

SEE MAP 34008m

SEE MAP 10002

R/W PROJECT SURVEYOR:	REVISIONS	
	DATE	BY
06-25-12	34803 and 34805 esmnts.	SND
07-23-12	34803 OWNERSHIP	SND
08-07-12	34805-2, -3, -4, -5 REVERSE	SND
08-24-12	34803-8 TCE DELETED	SND
10-11-12	34803-2, -3, -4, -5, -6	SND

PARCEL#	TITLE CODE	OWNER	AREAS (square feet or as noted)				REMARKS
			TOTAL	REQUIRED (U) [UF]	EXCESS (U) [UF]	REMAINDER	
34803-1	F	ALASKAN COPPER COMPANIES	10.045 AC	1.350 AC [0.086]		8.609 AC	REMAINDER UF IN PUBLIC ROADS [1.439 AC]
34803-2	E	ALASKAN COPPER COMPANIES		0.300 AC			ACCESS & MAINTENANCE ESMNT. (CALTRANS)
34803-3	TCE	ALASKAN COPPER COMPANIES		0.593 AC			TCE - EXPIRES 07/31/2016 (CALTRANS)
34803-4	E	ALASKAN COPPER COMPANIES		0.140 AC			38' X 160' WIDE DRAINAGE EASEMENT (CALTRANS)
34803-5	E	ALASKAN COPPER COMPANIES		0.479 AC			32' WIDE SEWER ESMNT. (CITY OF SAN DIEGO)
34803-6	E	ALASKAN COPPER COMPANIES		0.047 AC			SEWER ESMNT. (SAN DIEGO CO. SANIT. DIST.)
34803-7	E	ALASKAN COPPER COMPANIES		0.479 AC			32' WATER ESMNT. (OTAY WATER DISTRICT)
34803-8	E	ALASKAN COPPER COMPANIES		0.030 AC			2' RET WALL FTG & ABUT FTG ESMNT (CALTRANS)
34805-1	F	LBA REALTY FUND III-COMPANY	12.543 AC	1.339 AC		11.204 AC	REMAINDER UF IN PUBLIC ROAD [0.602 AC]
34805-2	E	LBA REALTY FUND III-COMPANY		0.342 AC			ACCESS & MAINTENANCE ESMNT. (CALTRANS)
34805-3	TCE	LBA REALTY FUND III-COMPANY		0.675 AC			TCE - EXPIRES 07/31/2016 (CALTRANS)
34805-4	E	LBA REALTY FUND III-COMPANY		0.611 AC			SEWER ESMNT. (SAN DIEGO CO. SANIT. DIST.)
34805-5	E	LBA REALTY FUND III-COMPANY		0.611 AC			VAR. WIDTH WATER EASEMENT (OTAY WATER DISTRICT)
34805-6	E	LBA REALTY FUND III-COMPANY		0.029 AC			2' RET. WALL FOOTING ESMNT. (CALTRANS)

GRANTOR NOTES	NOTES
① Areas shown exclude underlying fee in the adjoining public way. Ac=acres	Coordinates and bearings are on CCS 1983(1991.35) Zone . Distances and stationing are grid distances.
② Indicates Underlying Fee (UF) Area	Divide by ground distances. to obtain
③ Indicates Indeterminate UF	All distances are in feet unless otherwise noted.
TITLE CODES:	
A=Access Rights Only	
F=Ease	
E=Easement (Ease)	
TCE=Temp Construction Ease	
T=Other Temp Ease (see Remarks)	
O=Other (see Remarks)	

STATE OF CALIFORNIA  
 BUSINESS, TRANSPORTATION AND HOUSING AGENCY  
 DEPARTMENT OF TRANSPORTATION

**RIGHT OF WAY**  
**DEED MAP**  
**MAP NO. 10001**

LEGEND

- Access Prohibited
- Access Superseded
- Existing R/W Superseded
- Access Opening (Private)
- Indicates Radial Bearing
- Indicates Found Monument as noted
- Indicates calculated point. (Does not imply monument set)
- Title to State
- Required for Others

FEET 0 25 50 100 150

TO DESIGN:		EA(s):		FA#:	
DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
11	SD	11	1.03	2	3



STATE OF CALIFORNIA HIGHWAY USAGE  
STATE BUSINESS FREE GOVT CODE 6103  
DEPARTMENT OF TRANSPORTATION  
DISTRICT 11

When recorded mail to:

State of California  
Department of Transportation  
4050 Taylor Street M.S. 310  
San Diego, CA 92110

Space above this line for Recorder's Use  
R/W MAP 10001 APN 646-131-04-00 & -05-00 E.A. 05632

**GRANT DEED**  
(CORPORATION)

District	County	Route	Post	Number
11	SD	11	PM 1.0	R/W 34803-1,-2,-3,-4, -5,-6,-7 & -8

ALASKAN COPPER COMPANIES, INC., a Washington corporation

organized and existing under and by virtue of the laws of the State of Washington, does hereby GRANT to the STATE OF CALIFORNIA all that real property in the City of San Diego, County of San Diego, State of California, described as:

SEE EXHIBIT "A" attached hereto

Number
R/W 34803-1,-2,-3,-4,-5,-6,-7 & -8

## EXHIBIT "A"

### Parcel 34803-1

That portion of Lots 4 and 5 of San Diego Business Park Unit No. 2, in the City of San Diego, County of San Diego, State of California, according to map thereof No. 11667, filed in the office of the County Recorder of San Diego County on December 8, 1986, as File No. 86-568377 of Official Records, lying Southerly of course "(1)" of the following described line:

**COMMENCING** at a well monument with a 3.25 inch brass disc stamped "S.D. CO. ENGR. 1990", shown as the North 1/4 corner of Section 36, Township 18 South, Range 1 West, San Bernardino Meridian on Record of Survey No. 18717, filed on April 01, 2005 as File No. 2005-0265751 in the office of the County Recorder of said County; said well monument is also noted as "FP20003202" on Record of Survey No. 16894, filed on March 02, 2001 as File No. 2001-0120527 in the office of the County Recorder of said County; said well monument bears N.00°41'37"E., 1327.39 feet (record N.00°24'16"E., 1327.15 feet per Record of Survey No. 6980, filed on July 12, 1968 as File No. 118059 in the office of the County Recorder of said County) from a 2 inch iron pipe with brass disc stamped "RCE8250" shown as the Southwest corner of the Northwest Quarter of the Northeast Quarter of said Section 36 per said Record of Survey No. 6980; thence S.00°41'37"W., 1234.54 feet along the Westerly line of the Northwest Quarter of said Northeast Quarter to the **POINT OF BEGINNING**; thence (1) N.89°05'22"W., 1370.95 feet to the Westerly right of way of Sanyo Avenue, as dedicated and accepted by City Council Resolution R-267141, adopted November 10, 1986, recorded as document number 87-152183 on March 24, 1987, in the office of the San Diego County Recorder.

**TOGETHER WITH** underlying fee interest, if any, appurtenant to the above described property in and to the adjoining public ways.

This conveyance is made for the purpose of a freeway and the GRANTOR hereby releases and relinquishes to the GRANTEE any and all abutter's rights, including access rights, appurtenant to GRANTOR'S remaining property, in and to said freeway.

### Parcel 34803-2

A 20 FOOT WIDE EASEMENT FOR ACCESS AND MAINTENANCE OF RETAINING WALL, RETAINING WALL FOOTING, ABUTMENT, ABUTMENT FOOTING AND DRAINAGE CULVERTS CROSSING HEREIN DESCRIBED "PARCEL 34803-1" (STATE ROUTE 11) AND INCIDENTS THERETO to the State of California, its successors or assigns, upon, under, over and across that portion of Lots 4 and 5 of said Map No. 11667, the Northerly line of said 20 foot easement is parallel with and distant Northerly 20.00 feet, measured at right angles, from said course "(1)" of herein described "Parcel 34803-1".

The Northerly sideline of said easement shall be prolonged or shortened so as to begin at the Easterly line of said Lot 5 and terminate at the Westerly line of said Lot 4.

### Parcel 34803-3

A TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES AND INCIDENTS THERETO to the State of California, its successors or assigns, upon, under, over and across that portion of Lots 4 and 5 of said Map No. 11667 described as follows:

Number
R/W 34803-1,-2,-3,-4,-5,-6,-7 & -8

**COMMENCING** at a well monument with a 3.25 inch brass disc stamped "S.D. CO. ENGR. 1990", shown as the North 1/4 corner of Section 36, Township 18 South, Range 1 West, San Bernardino Meridian on Record of Survey No. 18717, filed on April 01, 2005 as File No. 2005-0265751 in the office of the County Recorder of said County, said well monument is also noted as "FP20003202" on Record of Survey No. 16894, filed on March 02, 2001 as File No. 2001-0120527 in the office of the County Recorder of said County; said well monument bears N.00°41'37"E., 1327.39 feet (record N.00°24'16"E., 1327.15 feet per said Record of Survey No. 6980) from a 2 inch iron pipe with brass disc stamped "RCE8250" shown as the Southwest corner of the Northwest Quarter of the Northeast Quarter of said Section 36 per said Record of Survey No. 6980; thence S.00°41'37"W., 1234.54 feet along the Westerly line of the Northwest Quarter of said Northeast Quarter; thence N.89°05'22"W., 634.45 feet to the Easterly line of said Lot 5, being the **POINT OF BEGINNING**;

thence (1) N.89°05'22"W., 652.54 feet to the Westerly line of said Lot 4;  
thence (2) N.00°46'46"E., 38.00 feet along the Westerly line of said Lot 4;  
thence (3) S.89°05'22"E., 620.31 feet along a line parallel with and distant Northerly 38.00 feet, measured at right angles, from said course "(1)" of herein described "Parcel 34803-3";  
thence (4) N.00°26'04"E., 38.41 feet along a line parallel with and distant Westerly 32.00 feet, measured at right angles from the Easterly line of said Lot 5, to a point on the Southerly right of way of Dornoch Court as dedicated on said Map No. 11667; said point also being the beginning of a non-tangent curve, having a radius of 60.00 feet, concave Northerly, to which a radial bears S.32°43'17"W.;

thence (5) Southeasterly along said Southerly right of way of Dornoch Court, an arc distance of 33.76 feet, through a central angle of 32°14'23", to the Easterly line of said Lot 5;  
thence (6) S.00°26'04"W., 67.40 feet along the Easterly line of said Lot 5 to the **POINT OF BEGINNING**.

Rights to the above described temporary easement shall cease and terminate on July 31, 2016. Said rights may also be terminated prior to the above date by STATE upon notice to GRANTOR.

**Parcel 34803-4**

A 38 FOOT WIDE EASEMENT FOR ACCESS, CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND INCIDENTS THERETO to the State of California, its successors or assigns, upon, under, over and across that portion of Lot 4 of said Map No. 11667 described as follows:

The Westerly 160.00 feet of the area of herein described "Parcel 34803-3"; said Westerly 160.00 feet is parallel with, measured at right angles, to the Easterly right of way of Sanyo Avenue as dedicated on said Map No. 11667.

**TOGETHER WITH** all rights and privileges necessary for the full enjoyment thereof, including all necessary or convenient means of ingress and egress to said easement. Any use of said easement shall not determine or limit the extent of said easement granted herein.

**Parcel 34803-5**

A 32 FOOT WIDE EASEMENT FOR SEWER PURPOSES AND INCIDENTS THERETO to the State of California, its successors or assigns, upon, under, over and across that portion of Lots 4 and 5 of San Diego Business Park Unit No. 2, in the City of San Diego, County of San Diego, State of California, according to map thereof No. 11667, filed in the office of the County Recorder of San Diego County on December 8, 1986 as File No. 86-568377 of Official Records, the Northerly line of

Number
R/W 34803-1,-2,-3,-4,-5,-6,-7 & -8

said 32 foot easement is parallel with and distant Northerly 38.00 feet, measured at right angles, from course "(1)" of the following described line:

**COMMENCING** at a well monument with a 3.25 inch brass disc stamped "S.D. CO. ENGR. 1990", shown as the North 1/4 corner of Section 36, Township 18 South, Range 1 West, San Bernardino Meridian on Record of Survey No. 18717, filed on April 01, 2005 as File No. 2005-0265751 in the office of the County Recorder of said County, said well monument is also noted as "FP20003202" on Record of Survey No. 16894, filed on March 02, 2001 as File No. 2001-0120527 in the office of the County Recorder of said County; said well monument bears N.00°41'37"E., 1327.39 feet (record N.00°24'16"E., 1327.15 feet per Record of Survey No. 6980, filed on July 12, 1968 as File No. 118059 in the office of the County Recorder of said County) from a 2 inch iron pipe with brass disc stamped "RCE8250" shown as the Southwest corner of the Northwest Quarter of the Northeast Quarter of said Section 36 per said Record of Survey No. 6980; thence S.00°41'37"W., 1234.54 feet along the Westerly line of the Northwest Quarter of said Northeast Quarter to the **POINT OF BEGINNING**; thence (1) N.89°05'22"W., 1370.95 feet to the Westerly right of way of Sanyo Avenue, as dedicated and accepted by City Council Resolution R-267141, adopted November 10, 1986, recorded as document number 87-152183 on March 24, 1987, in the office of the San Diego County Recorder.

The sidelines of said easement shall be prolonged or shortened so as to begin at the Easterly line of said Lot 5 and terminate at the Westerly line of said Lot 4.

**TOGETHER WITH** all rights and privileges necessary for the full enjoyment thereof, including all necessary or convenient means of ingress and egress to said easement. Any use of said easement shall not determine or limit the extent of said easement granted herein.

#### **Parcel 34803-6**

AN EASEMENT FOR SEWER PURPOSES AND INCIDENTS THERETO to the State of California, its successors or assigns, upon, under, over and across the Easterly 32.00 feet of Lot 5 of San Diego Business Park Unit No. 2, in the City of San Diego, County of San Diego, State of California, according to map thereof No. 11667, filed in the office of the County Recorder of San Diego County on December 8, 1986 as File No. 86-568377 of Official Records described as follows:

**COMMENCING** at a well monument with a 3.25 inch brass disc stamped "S.D. CO. ENGR. 1990", shown as the North 1/4 corner of Section 36, Township 18 South, Range 1 West, San Bernardino Meridian on Record of Survey No. 18717, filed on April 01, 2005 as File No. 2005-0265751 in the office of the County Recorder of said County, said well monument is also noted as "FP20003202" on Record of Survey No. 16894, filed on March 02, 2001 as File No. 2001-0120527 in the office of the County Recorder of said County; said well monument bears N.00°41'37"E., 1327.39 feet (record N.00°24'16"E., 1327.15 feet per said Record of Survey No. 6980, filed on July 12, 1968 as File No. 118059 in the office of the County Recorder of said County) from a 2 inch iron pipe with brass disc stamped "RCE8250" shown as the Southwest corner of the Northwest Quarter of the Northeast Quarter of said Section 36 per said Record of Survey No. 6980; thence S.00°41'37"W., 1228.54 feet along the Westerly line of the Northwest Quarter of said Northeast Quarter; thence N.89°05'22"W., 634.48 feet to the Easterly line of said Lot 5, being the **POINT OF BEGINNING**;

thence (1) N.89°05'22"W., 32.00 feet;

thence (2) N.00°26'04"E., 70.41 feet along a line parallel with and distant Westerly 32.00 feet, measured at right angles from the Easterly line of said Lot 5, to a point on the Southerly right of way

Number
R/W 34803-1,-2,-3,-4,-5,-6,-7 & -8

of Dornoch Court as dedicated on said Map No. 11667; said point also being the beginning of a non-tangent curve, having a radius of 60.00 feet, concave Northerly, to which a radial bears S.32°43'17"W.;

thence (3) Southeasterly along said Southerly right of way of Dornoch Court, an arc distance of 33.76 feet, through a central angle of 32°14'23", to the Easterly line of said Lot 5;

thence (4) S.00°26'04"W., 61.40 feet along the Easterly line of said Lot 5 to the **POINT OF BEGINNING**.

**TOGETHER WITH** all rights and privileges necessary for the full enjoyment thereof, including all necessary or convenient means of ingress and egress to said easement. Any use of said easement shall not determine or limit the extent of said easement granted herein.

#### **Parcel 34803-7**

A 32 FOOT WIDE EASEMENT FOR WATER LINE PURPOSES AND INCIDENTS THERETO to the State of California, its successors or assigns, upon, under, over and across a portion of Lots 4 and 5 of San Diego Business Park Unit No. 2, in the City of San Diego, County of San Diego, State of California, according to map thereof No. 11667, filed in the office of the County Recorder of San Diego County on December 8, 1986 as File No. 86-568377 of Official Records, the Northerly line of said 32 foot easement is parallel with and distant Northerly 38.00 feet, measured at right angles, from course "(1)" of the following described line:

**COMMENCING** at a well monument with a 3.25 inch brass disc stamped "S.D. CO. ENGR. 1990", shown as the North 1/4 corner of Section 36, Township 18 South, Range 1 West, San Bernardino Meridian on Record of Survey No. 18717, filed on April 01, 2005 as File No. 2005-0265751 in the office of the County Recorder of said County, said well monument is also noted as "FP20003202" on Record of Survey No. 16894, filed on March 02, 2001 as File No. 2001-0120527 in the office of the County Recorder of said County; said well monument bears N.00°41'37"E., 1327.39 feet (record N.00°24'16"E., 1327.15 feet per Record of Survey No. 6980, filed on July 12, 1968 as File No. 118059 in the office of the County Recorder of said County) from a 2 inch iron pipe with brass disc stamped "RCE8250" shown as the Southwest corner of the Northwest Quarter of the Northeast Quarter of said Section 36 per said Record of Survey No. 6980; thence S.00°41'37"W., 1234.54 feet along the Westerly line of the Northwest Quarter of said Northeast Quarter to the **POINT OF BEGINNING**; thence (1) N.89°05'22"W., 1370.95 feet to the Westerly right of way of Sanyo Avenue, as dedicated and accepted by City Council Resolution R-267141, adopted November 10, 1986, recorded as document number 87-152183 on March 24, 1987, in the office of the San Diego County Recorder.

The sidelines of said easement shall be prolonged or shortened so as to begin at the Easterly line of said Lot 5 and terminate at the Westerly line of said Lot 4.

**TOGETHER WITH** all rights and privileges necessary for the full enjoyment thereof, including all necessary or convenient means of ingress and egress to said easement. Any use of said easement shall not determine or limit the extent of said easement granted herein.

#### **Parcel 34803-8**

A 2 FOOT WIDE EASEMENT FOR RETAINING WALL FOOTING, ABUTMENT FOOTING AND INCIDENTS THERETO to the State of California, its successors or assigns, upon, under, over and across that portion of Lots 4 and 5 of said Map No. 11667, the Northerly line of said 2 foot easement is parallel with and distant Northerly 2.00 feet, measured at right angles, from said course

Number
R/W 34803-1,-2,-3,-4,-5,-6,-7 & -8

“(1)” of herein described “Parcel 34803-1”; said abutment footing is the Westerly 15.00 feet of said easement and said retaining wall footing is the Easterly remainder of said easement.

The Northerly sideline of said easement shall be prolonged or shortened so as to begin at the Easterly line of said Lot 5 and terminate at the Westerly line of said Lot 4.

The bearings and distances used in the above descriptions are based on the California Coordinate System of 1983, Zone 6, HPGN Epoch 1991.35. Distances are in U.S. Survey Feet unless otherwise noted. Multiply all distances in the above description by 0.9999773 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors’ Act.

Signature *Peter T. Pfander*

Date 02-21-2013

AU SND

CK PJP



The grantor further understands that the present intention of the grantee is to construct and maintain a public highway on the lands hereby conveyed in fee and the grantor, for itself, its successors and assigns, hereby waives any claims for any and all damages to grantor's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.

IN WITNESS WHEREOF, said corporation has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed hereto, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_, \_\_\_\_\_ President

By \_\_\_\_\_, \_\_\_\_\_ Secretary

[CORPORATE SEAL]

State of California  
County of \_\_\_\_\_

} ss

**ACKNOWLEDGMENT**

On \_\_\_\_\_ before me, \_\_\_\_\_ (here insert name and title of the officer), personally appeared \_\_\_\_\_

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in the within deed and consents to the recordation thereof.**

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**Director of Transportation**

By \_\_\_\_\_  
**Attorney in Fact**

DOCKET SUPPORTING INFORMATION  
CITY OF SAN DIEGO

**EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION**

DATE:

October 3, 2013

SUBJECT: State Route 11 Cooperative and Utility Agreements between Caltrans and City of San Diego

**GENERAL CONTRACT INFORMATION**

Recommended Contractor: N/A (City Staff will perform services)  
Amount of this Action: \$ 50,000.  
Funding Source: City of San Diego (Reimbursed by Caltrans)  
Goal: N/A (City Staff will perform services)

**SUBCONTRACTOR PARTICIPATION**

There is no subcontractor participation associated with this action.

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

Equal Opportunity: Required

Caltrans is a Government Agency, and as such, is exempt from submitting Work Force Reports. Refer to San Diego Municipal Code Section 22.2703 (b).

This agreement is not subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708).

This agreement is subject to the City's Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

**ADDITIONAL COMMENTS**

Sewer Fund 700008, A-Ja.00001 Sewer Main Replacement (B-13231 Caltrans SR-11 Sewer Relocation Project) for City staff costs to perform inspection services related to the relocation of sewer facilities, funds to be fully reimbursed by Caltrans.

RW

**UTILITY AGREEMENT**

RW 13-5 (REV 6/2012)

DISTRICT 11	COUNTY SD	ROUTE 11	POST MILE 000.0-001.6	PROJECT ID 1100020519	EA 056321
FEDERAL PARTICIPATION P011(004)			OWNER'S FILE NUMBER N/A		
FEDERAL PARTICIPATION On the Project <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No      On the Utilities <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					

Owner Payee Data No. VC0000000119 or Form STD 204 is attached **UTILITY AGREEMENT NO. 33578      DATE \_\_\_\_\_**

The State of California acting by and through the Department of Transportation, herein after called "STATE" proposes to construct freeway to freeway connectors in San Diego County near San Diego on State Route (SR) -11 from SR-11/905 separation to Enrico Fermi and on SR-905 from 0.1 mile east of La Media Road undercrossing to 0.2 mile west of Airway Road undercrossing, and

NAME: **City of San Diego**

ADDRESS: 9192 Topaz Way, San Diego, CA 92123

hereinafter called "OWNER," owns and maintains sewer facilities (12" & 10" PVC lines) within the limits of STATE'S project which requires relocation to accommodate STATE's project.

It is hereby mutually agreed that:

**I. WORK TO BE DONE:**

In accordance with Notice to Owner 33578 dated 3/5/13 STATE shall relocate OWNER's sewer facilities as shown on STATE's contract plans for the improvement of SR-11, EA 056324 which by this reference are made a part hereof. OWNER hereby acknowledges review of STATE's plans for work and agrees to the construction in the manner proposed. Deviations from the plan described above initiated by either the STATE or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the STATE and agreed to/acknowledged by the OWNER, will constitute an approved revision of the plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner. OWNER shall have the right to inspect the work during construction. Upon completion of the work by STATE, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to STATE ownership of the replaced facilities, except in the case of liability determined pursuant to Water Code 7034 or 7035.

**II. LIABILITY FOR WORK:**

The existing facilities are lawfully maintained in their present location and qualify for relocation at STATE expense under the provisions of Section 703 of the Streets and Highways Code.

**III. PERFORMANCE OF WORK:**

OWNER shall have access to all phases of the relocation work to be performed by STATE, as described in Section I above, for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway Construction Contract; however, all questions regarding the work being performed will be directed to STATE's Resident Engineer for their evaluation and final disposition.

Use of out-of-state personnel or personnel requiring lodging and meal ("per diem") expenses will not be allowed without prior written authorization by STATE's representative. Requests for such authorization must be contained in OWNER's estimate of actual and necessary inspection costs. Account Form FA-1301 is to be completed and submitted for all non-State personnel travel per diem. OWNER shall include an explanation why local employee or contract labor is not

considered adequate for the inspection work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the State's Department of Personnel Administration travel expense guidelines.

#### **IV. PAYMENT FOR WORK:**

The STATE shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense. The OWNER shall maintain records of the actual costs incurred and charged or allocated to the project in accordance with recognized accounting principles. The OWNER's billing cost to the STATE is \$50,000.00.

It is understood and agreed that the STATE will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that the OWNER shall give credit to the STATE for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by STATE of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to the STATE within 360 days after the completion of the work described in Section I above. If the STATE has not received a final bill within 360 days after notification of completion of OWNER's work described in Section I of this Agreement, and STATE has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements, if required for OWNER's facilities, STATE will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If the STATE processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the STATE shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by STATE. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a Revised Notice to Owner as provided for in Section I, a copy of said Revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of STATE.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse STATE upon receipt of STATE billing.

#### **V. GENERAL CONDITIONS:**

All costs accrued by OWNER as a result of STATE's request of February 3, 2012, to review, study and or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If STATE's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, STATE will notify OWNER in writing and STATE reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of STATE under the terms of this Agreement are subject to the passage of the annual Budget Act by the State Legislature and the allocation of those funds by the California Transportation Commission.

OWNER shall submit a Notice of Completion to the STATE within 30 days of the completion of the work described herein.

STATE will acquire new rights of way in the name of either the STATE or OWNER through negotiation or condemnation and when acquired in STATE's name, shall convey same to OWNER by Director's Easement Deed. STATE's liability for such rights of way will be at the proration shown for relocation work involved under this Agreement.

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 and 23 U.S.C., section 313 as applicable, is hereby incorporated into this Agreement.

The Buy America requirements are further specified in Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21), section 1518.

Owner hereby certifies that all manufacturing processes for these steel and iron materials, including the application of coatings (unless granted a waiver pursuant to 23 CFR 635.410), have occurred in the United States.

UTILITY AGREEMENT NO. 33578

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

STATE: DEPARTMENT OF TRANSPORTATION

OWNER: CITY OF SAN DIEGO

By *[Signature]* 4-9-13  
Name GREG GUTIERREZ Date  
Title District Division Chief, Right of Way  
Utility Relocation Branch

By \_\_\_\_\_  
Name \_\_\_\_\_ Date  
Title \_\_\_\_\_

APPROVAL RECOMMENDED:

By *[Signature]* 4-9-13  
Name SYNDI SUTTER Date  
Title Utility Coordinator  
Right of Way

By \_\_\_\_\_  
Name \_\_\_\_\_ Date  
Title \_\_\_\_\_

**THIS AGREEMENT SHALL NOT BE EXECUTED BY THE STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION UNTIL FUNDS ARE CERTIFIED.**

**DO NOT WRITE BELOW - FOR ACCOUNTING PURPOSES ONLY**

PLANNING AND MANAGEMENT TO COMPLETE UNSHADED FIELDS:

UTILITY COMPLETES:

T CODE	DOCUMENT NUMBER	SUF FLX	DIST	UNIT	CHG DIST	PROJECT ID	PHASE	SPECIAL DESIGNATION	FFY	FA	OBJ CODE	DOLLAR AMOUNT
113	UA033578		11	2829	11	1100020519	9	933578	13	6	054	50,000.00
	UA											

PROJECT ID FUNDING VERIFIED:

Sign: > *[Signature]* 4/10/13  
Print: JOEY YORK Date  
R/W Planning and Management

REVIEW/REQUEST FUNDING:

Sign: > *[Signature]* 4-9-13  
Print: SYNDI SUTTER Date  
Utility Coordinator

THE ESTIMATED COST TO STATE FOR ITS SHARE OF THE ABOVE DESCRIBED WORK IS \$50,000.00.

**CERTIFICATION OF FUNDS**

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure shown here.

*[Signature]* 4/10/13  
Planning and Management Date

ITEM	CHAP	STAT	FY	AMOUNT
2400-201-00121	21	2012	12/13	50,000.00
8890-20.20				

FUND TYPE	PROJECT ID	AMOUNT
Design Funds		\$
Construction Funds		\$
RW Funds	056329	\$50,000.00

Vendor/Customer: VC0000023401 00119  
Address ID: AD0029

Distribution: 2 originals to R/W Accounting  
1 original to Utility Owner  
1 original to Utility File

STATE OF CALIFORNIA HIGHWAY USAGE

STATE BUSINESS FREE GOVT CODE 6103  
DEPARTMENT OF TRANSPORTATION  
DISTRICT 11

When recorded mail to:

State of California  
Department of Transportation  
4050 Taylor Street M.S. 310  
San Diego, CA 92110

Space above this line for Recorder's Use

R/W MAPS 10000K, 10001, 10001C ----- APN 646-131-04, 646-131-05, & 646-131-09 ----- EA 056322 ----- Project No 1100020519

**QUITCLAIM DEED**  
(MUNICIPAL CORPORATION)

District	County	Route	Post	Number
11	SD	11	PM 1.03	R/W 34803-A and 34805-A

CITY OF SAN DIEGO, (“Grantor”) hereby remises, releases, relinquishes and forever quitclaims to the STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, any and all right, title and interest of Grantor in and to that certain real property situated in the City of San Diego, County of San Diego, State of California, more particularly described in Exhibits “A” and “B” attached hereto and incorporated herein by this reference.

Number
R/W 34803-A and 34805-A

**EXHIBIT "A"**

**PARCEL 34803-A and 34805-A**

All rights title and interest in and to that portion of that certain easement, with the right of ingress and egress, for the construction and maintenance of sewer, water and drainage facilities granted to the City of San Diego in Lots 4, 5 and 9 of San Diego Business Park Unit No. 2, in the City of San Diego, County of San Diego, State of California, according to map thereof No. 11667, filed in the office of the County Recorder of San Diego County on December 8, 1986 as File No. 86-568377 of Official Records lying Southerly of the following described line:

**COMMENCING** at a well monument with a 3.25 inch brass disc stamped "S.D. CO. ENGR. 1990", shown as the North 1/4 corner of Section 36, Township 18 South, Range 1 West, San Bernardino Meridian on Record of Survey No. 18717, filed on April 01, 2005 as File No. 2005-0265751 in the office of the County Recorder of said County; said well monument is also noted as "FP20003202" on Record of Survey No. 16894, filed on March 02, 2001 as File No. 2001-0120527 in the office of the County Recorder of said County; said well monument bears N.00°41'37"E., 1327.39 feet (record N.00°24'16"E., 1327.15 feet per Record of Survey No. 6980, filed on July 12, 1968 as File No. 118059 in the office of the County Recorder of said County) from a 2 inch iron pipe with brass disc stamped "RCE8250" shown as the Southwest corner of the Northwest Quarter of the Northeast Quarter of said Section 36 per said Record of Survey No. 6980; thence S.00°41'37"W., 1234.54 feet along the Westerly line of the Northwest Quarter of said Northeast Quarter to the **POINT OF BEGINNING**; thence (1) N.89°05'22"W., 1370.95 feet to the Westerly right of way of Sanyo Avenue, as dedicated and accepted by City Council Resolution R-267141, adopted November 10, 1986, recorded as document number 87-152183 on March 24, 1987, in the office of the San Diego County Recorder.

The bearings and distances used in the above descriptions are based on the California Coordinate System of 1983, Zone 6, HPGN Epoch 1991.35. Distances are in U.S. Survey Feet unless otherwise noted. Multiply all distances in the above description by 0.9999773 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature *Peter T. Pfander*

Date 4/15/2013

AU \_\_\_\_\_

CK \_\_\_\_\_



EXHIBIT "B"

FP20003202

FOUND 3.25" BRASS DISC  
IN STANDARD WELL MON.  
MARKED "SD CO. ENGR.  
1990" PER ROS18717

POC

OTAY MESA ROAD

LINE DATA TABLE			RECORD PER MAP11667	
NO.	BEARING	DISTANCE	BEARING	DISTANCE
1	N88°55'35"W	1329.15'	N88°55'49"W	1329.23'
2	N00°46'46"E	69.00'	N00°46'32"E	69'
3	S88°55'35"E	632.68'	N88°55'49"W	632.67'
4	N00°26'04"E	21.99'	4 + 5 =	
5	N00°26'04"E	70.68'	N00°28'10"E	92.67'
6	S00°26'04"W	69.41'	6 + 7 =	
7	S00°26'04"W	27.09'	N00°28'10"E	96.51'
8	S88°55'35"E	619.34'	N88°55'49"W	619.43'
9	S00°41'37"W	64.00'	N00°41'09"E	64'



1234.54'  
N00°41'37"E 1327.39' (N00°41'09"E 1327.43' REC. MAP11667)

SANYO AVENUE  
SUBDIVISION BOUNDARY

CARNOUSTIE ROAD

DORNOCH CT.

CITY OF  
SAN DIEGO  
T. 18 S. R. 1 W. S.B.M.  
SECTION 36

MAP 11667

R=60.00'  
Δ=19°28'27" (19°28'17" MAP11667)  
L=20.39'

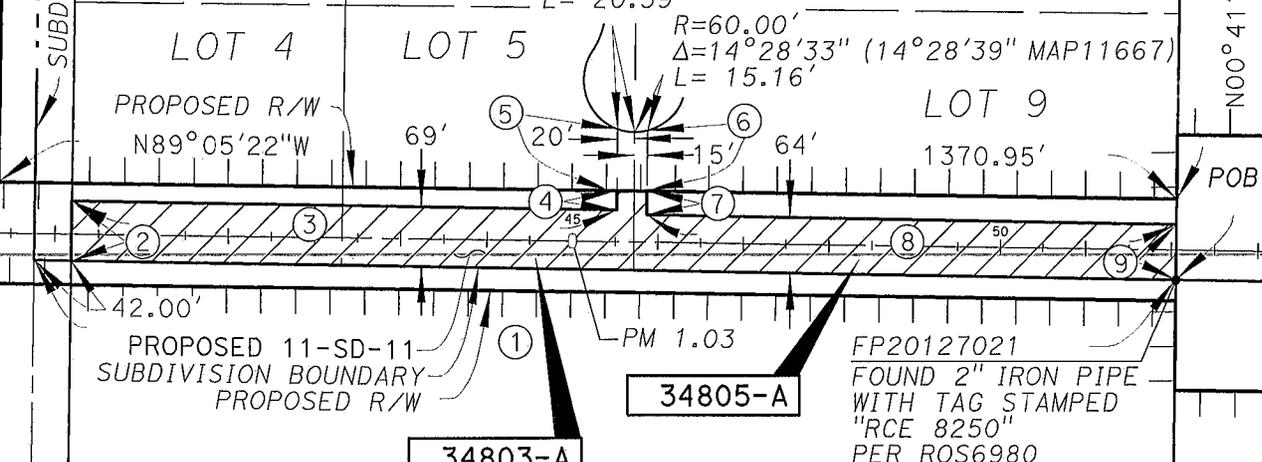
- LEGEND**
- PORTION OF CITY OF SAN DIEGO DRAINAGE, SEWER & WATER EASEMENT PER MAP 11667  
DOC: 1986-568377  
REC: DEC. 8, 1986  
TO BE QUITCLAIMED
  - ACCESS CONTROLLED R/W
  - SUBDIVISION BOUNDARY

LOT 4

LOT 5

LOT 9

PROPOSED R/W  
N89°05'22"W



PROPOSED 11-SD-11  
SUBDIVISION BOUNDARY  
PROPOSED R/W

FP20127021

FOUND 2" IRON PIPE  
WITH TAG STAMPED  
"RCE 8250"  
PER ROS6980



This map has been prepared by me,  
or under my direction, in conformance  
with the Professional Land Surveyors' Act.

Signature *Peter T. Pfander*

Date 4/15/2013

34805-A

34803-A

STATE OF CALIFORNIA  
BUSINESS, TRANSPORTATION AND HOUSING AGENCY  
DEPARTMENT OF TRANSPORTATION

**RIGHT OF WAY  
DEED MAP  
34803-A & 34805-A**

FEET 0 50 100 200 300

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
11	SD	11	1.03	1	1

Number
R/W 34803-A and 34805-A

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at San Diego, California.

**GRANTOR:**

**CITY OF SAN DIEGO, a California municipal corporation**

By: \_\_\_\_\_

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

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

APPROVED AS TO FORM AND LEGALITY:

JAN I. GOLDSMITH,  
City Attorney

By: \_\_\_\_\_

Name:   Nathan Slegers  

Title:   Deputy City Attorney

<b>Number</b>
R/W 34803-A and 34805-A

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**  
As of January 1, 2008

State of California  
County of San Diego

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public,  
in and for State, personally appeared, \_\_\_\_\_

\_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

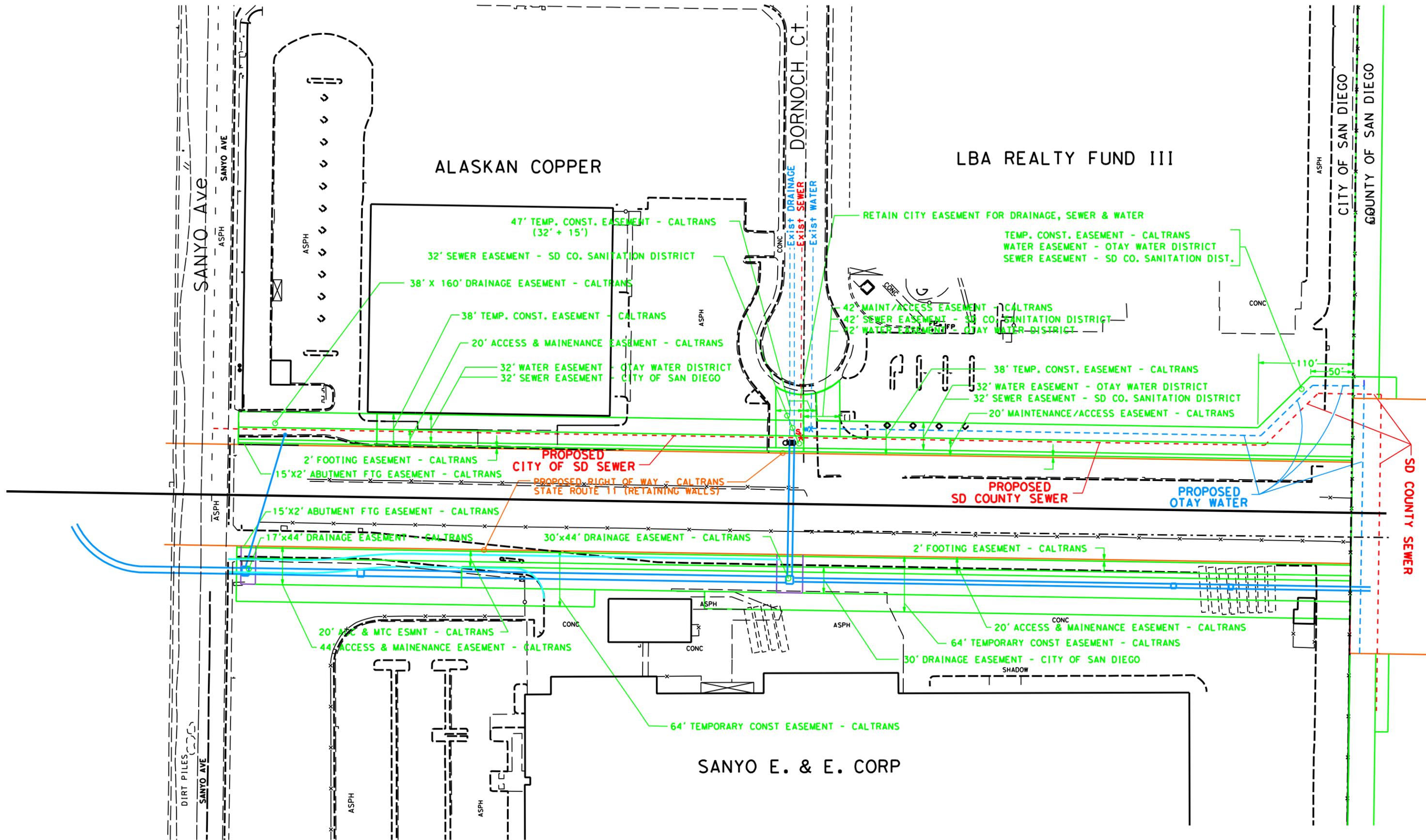
Signature \_\_\_\_\_ (Seal)

**THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in the within deed and consents to the recordation thereof.**

**IN WITNESS WHEREOF, I have hereunto set my hand**  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Director of Transportation

By \_\_\_\_\_  
Attorney in Fact



CITY OF SAN DIEGO  
 RIGHT OF WAY / EASEMENTS  
 7-23-13