

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement"), made and entered into as of _____, 2023, by and between **San Diego Gas & Electric Company**, a California corporation, hereinafter called "Licensor," and the **City of National City**, a California municipal corporation, hereinafter called "Licensee." Licensor and Licensee are each sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

RECITALS

A. Licensor owns certain parcels of real property identified by Assessor Parcel Number(s): 562-210-03-00 and 562-210-05-00 in the City of National City, County of San Diego, California (collectively, the "Real Property").

B. Licensee desires to use approximately 10,450 square feet of existing bikeway and 1,145 square feet of proposed bikeway (comprising a total of approximately 11,595 square feet) of the Real Property as depicted on Exhibit "A" attached hereto and made a part hereof (the "Licensed Premises"), for constructing and maintaining an extension to an existing asphalt public bike path and for no other purpose (the "Permitted Purpose").

C. Licensee has requested from Licensor and Licensor has agreed to grant to Licensee a short-term, revocable, non-exclusive license (the "License") to use the Licensed Premises solely for the Permitted Purpose upon the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. Grant of License:

Licensor grants to Licensee a License to use the Licensed Premises solely for the Permitted Purpose upon the terms and conditions set forth in this Agreement.

2. Term of License:

The term ("Term") of the License shall be for five (5) years, commencing on the last date next to a party's signature below ("Commencement Date"), unless the License is earlier revoked or this Agreement is earlier terminated in accordance with the terms, conditions and provisions hereinafter set forth below. Provided Licensee is not in default of any of any of the terms of this License, Licensee shall have three (3) additional and successive options terms of five (5) years each. Licensee shall provide notice to Licensor at least thirty (30) days prior to the end of each term of its desire to renew the License, and the License shall renew on terms by mutual agreement of the parties.

3. License Fee:

On or before the Commencement Date, Licensee shall pay to Licensors a one-time payment of Thirty-Five Thousand and No/100 Dollars (\$35,000.00) ("License Fee") for the Term of this License, including any and all renewal terms provided in this Agreement, to SDG&E Payment Center, P.O. Box 25110 Santa Ana, CA 92799-5110.

4. Termination; Revocability of License:

(a) Either Party may terminate this Agreement and the License contained herein at any time, for any reason or no reason, with or without cause, by providing thirty (30) days' prior written notice to the other Party of its desire to terminate the License using such Party's address for notice listed in Paragraph 18 below. Upon delivery of such written notice, this Agreement and the License contained herein shall automatically terminate in thirty (30) days without the necessity for any further action by either Party, subject to the surrender provisions of Paragraph 17 and 11(h).

5. Non-Exclusivity of License:

(a) The License granted under this Agreement is non-exclusive.

(b) Licensors hereby reserves the right, during the Term of the License, without any requirement of notice to or consent of Licensee, to (i) grant, sell, transfer, option, convey, or dispose of all or any portion of or interest in the Real Property and/or Licensed Premises, and (ii) grant any easement, servitude, restriction, mortgage, deed of trust, security instrument, lease, license, encumbrance, or lien affecting all or any portion of or interest in the Real Property and/or Licensed Premises.

(c) Licensors hereby reserves the right, at any time during the Term of the License, to enter upon the Licensed Premises for all purposes and uses.

6. Condition of Licensed Premises:

(a) **LICENSEE HEREBY ACCEPTS THE LICENSED PREMISES "AS IS, WHERE IS" WITH ALL FAULTS.** This Agreement and the License contained herein is and shall be subject and subordinate to all interests which may now or hereafter affect the Real Property and/or the Licensed Premises and to all mortgages which may now or hereafter affect such interests, the Licensed Premises and/or the Real Property, and to all renewals, refinancings, modifications, replacements and extensions thereof (hereinafter, collectively called, "Superior Interest"). The provisions of this Paragraph 6(a) shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Licensee shall promptly execute and deliver at its own cost and expense any instrument, in recordable form if required, that Licensors, the holder of any Superior Interest or any of their respective successors in interest may request to evidence such subordination.

(b) Licensee hereby acknowledges that none of Licensor, its current or future parent company, subsidiaries, or its or their officers, employees, directors, shareholders, contractors, agents, representatives, other licensees, invitees, successors and assigns (collectively, "Licensor Parties") or any other party purporting to act on their behalf has made any representation or warranty whatsoever regarding the Real Property and the Licensed Premises, and Licensor hereby disclaims all representations and warranties (whether express or implied) in respect of the Real Property and the Licensed Premises, including but not limited to any implied warranty of habitability or suitability of the Licensed Premises for a particular purpose. Licensee hereby acknowledges that Licensee has conducted its own due diligence in respect of the Real Property and the Licensed Premises and has independently (and not in reliance on any representations or warranties of Licensor, the Licensor Parties or any other party purporting to act on their behalf) determined to acquire the License to use the Licensed Premises for the Permitted Purpose.

(c) Licensee hereby assumes any and all risks arising from the physical condition of the Real Property and the Licensed Premises, including but not limited to the risk that patent or latent defects and/or hazardous conditions may now or hereafter exist within the Real Property and the Licensed Premises. Licensor hereby disclaims any and all responsibility or liability for any injury, damage, lien, judgement, loss, liability, claim, cause or action, suit, demand, obligation, fee, damage, cost, expense, fine, penalty, or other expenses of any type whatsoever, whether consequential, direct, indirect, punitive, or otherwise, including but not limited to in-house and outside attorney's fees, witness fees and consultant fees (collectively, "Claims"), that Licensee or its affiliates, employees, agents, representatives, invitees, licensees, permittees, contractors, and/or subcontractors (collectively, the "Licensee Parties") may suffer or incur as a result of the physical condition of the Real Property and the Licensed Premises, including but not limited to the existence of any patent or latent defects and/or hazardous conditions.

7. Access to Licensed Premises:

Licensee shall have the right of ingress to and egress to the Licensed Premises upon routes mutually agreed to by the Parties (the "Access Rights"), provided that Licensee shall (a) comply with all Applicable Laws (as defined below) in exercising the Access Rights, and (b) exercise the Access Rights in a manner that does not interfere with the activities of Licensor and/or the Licensor Parties in respect of the Licensed Premises and the Real Property.

8. Use of Licensed Premises:

(a) Licensee shall use the Licensed Premises solely for the Permitted Purpose, as described in Recital B above, and for no other purpose.

(b) Licensee shall obtain all permits and approvals required by all federal, state, county, municipal or other local governmental authorities, bureaus, or agencies (each, a "Governmental Authority") with respect to any activity conducted by Licensee or the Licensee Parties in respect of the License or the Licensed Premises (collectively, the "Permits and Approvals"). At all times during the Term, Licensee shall comply (and shall cause the Licensee Parties to comply) with (i) the terms and conditions of all Permits and Approvals, and (ii) all federal, state, county, municipal, and other local laws, statutes, codes, ordinances, rules, regulations, directives, policies, decisions,

guidelines, and orders now or hereafter applicable to Licensee, the Licensed Premises, or the Permitted Purpose (collectively, as the same may be amended from time to time, "Applicable Laws"). Licensee shall promptly notify Licensors if Licensee or any of the Licensee Parties receive any notice of any violation of the Permits and Approvals or any Applicable Law. Licensee shall cure any violation of the Permits and Approvals or any Applicable Law within ten (10) days after receiving notice of such violation, provided that if such violation is not capable of being cured within ten (10) days, Licensee shall commence to cure such violation within ten (10) days and shall be diligently prosecuting such cure to completion within thirty (30) days after receiving notice of such violation.

(c) At all times during the Term, Licensee shall conduct (and shall cause the Licensee Parties to conduct) all activities in respect of the License and the Licensed Premises in a manner (i) that will not interfere with the activities of Licensors and/or the Licensors Parties in respect of the Licensed Premises and/or the Real Property, and (ii) designed to guard against soil erosion, explosions, and fires within the Licensed Premises.

(d) None of Licensee or the Licensee Parties shall cause or permit (i) any activity to occur in respect of the License or the Licensed Premises that constitutes waste or public or private nuisance, (ii) any explosive or highly flammable substances or materials to be stored, released, generated, placed, handled, or used within the Real Property and the Licensed Premises, (iii) any recreational vehicles to be parked within the Real Property, or (iv) any party to live or reside within the Licensed Premises. Neither Licensee nor the Licensee Parties shall make or permit to be made any use of the Licensed Premises which may invalidate or increase the premium cost of any policy of insurance carried on, or self-insurance applicable to, the Real Property or covering its operations.

(e) Without the prior written consent of Licensors, which may be withheld in Licensors's sole discretion, none of Licensee or the Licensee Parties shall cause or permit (i) any buildings, structures, or other improvements to be constructed, erected, or installed within the Licensed Premises save those structures and improvements already onsite, if any, (ii) any heavy machinery or equipment to be operated or stored within the Licensed Premises, (iii) the ground surface elevation of the Licensed Premises to be changed in any manner, or (iv) the ground within the Licensed Premises to be penetrated in any manner. Notwithstanding the foregoing, Licensors has consented to the initial construction work as described on Exhibit "B" attached hereto and made a part hereof, in particular on pages 8, 16, 55, 68, 77 and 93, and to be undertaken by Licensee promptly following the Commencement Date.

(f) Licensee shall keep (and shall cause all Licensee Parties to keep) the Real Property and the Licensed Premises free from and shall promptly discharge any liens arising from any work performed, material furnished, obligations incurred, or any other thing done or permitted by Licensee and/or the Licensee Parties in respect of the License or the Licensed Premises; provided, that Licensee (or a Licensee Party) may dispute any such lien so long as Licensee (or such Licensee Party) first posts a bond for such lien in the amount required by Licensors.

(g) If Licensee and/or any Licensee Party fails to comply with or defaults under any obligation set forth in this Paragraph 8, then Licensors may (but shall not be obligated to) cure such

failure at Licensee's sole expense, and Licensee shall, upon demand, pay to Licensors all costs incurred by Licensors and/or the Licensors Parties in curing such failure.

(h) Licensee assumes full responsibility for protecting the Licensed Premises and any equipment and supplies that Licensee or the Licensee Parties may place within the Licensed Premises from theft, robbery and pilferage, and for keeping the Licensed Premises secure. All property belonging to Licensee or the Licensee Parties shall be there at the risk of the Licensee or the Licensee Parties only, and Licensors and the Licensors Parties shall not be liable for damage thereto or theft or misappropriation thereof.

9. Maintenance of Licensed Premises:

(a) At all times during the Term, Licensee shall, at its sole expense, maintain the Licensed Premises in good condition, working order, and repair. Without limiting the generality of the foregoing sentence, Licensee shall keep (and shall cause the Licensee Parties to keep) the Licensed Premises clean and free from any trash, rubbish, debris, waste, weeds, brush, and/or explosive or highly flammable materials.

(b) During the Term, none of Licensors or the Licensors Parties shall have any obligation to (i) maintain, improve, alter, or repair the Licensed Premises, or (ii) furnish any utilities to the Licensed Premises, including but not limited to electricity, gas, water, or telephone service. Licensee shall pay the cost of any such utilities furnished to the Licensed Premises.

(c) If Licensee and/or any Licensee Party fails to comply with or defaults under any obligation set forth in this Paragraph 9, then Licensors may (but shall not be obligated to) cure such failure at Licensee's sole expense, and Licensee shall, upon demand, pay to Licensors all costs incurred by Licensors and/or any Licensors Parties in curing such failure.

(d) Licensee shall furnish at its expense all personnel necessary to operate the Licensed Premises, and shall provide at its own expense all security necessary for use of the Licenses Premises.

10. Improvement of Licensed Premises:

(a) None of Licensee or the Licensee Parties shall cause or permit any alteration, modification, building, structure, landscaping, or other improvement (each, an "Alteration") to be made, constructed, or installed within the Licensed Premises without the prior written consent of Licensors, such consent to be in Licensors's sole discretion.

(b) If Licensors grants its prior written consent to any Alteration, none of Licensee or the Licensee Parties shall cause or permit work to begin with respect to such Alteration unless and until Licensors has reviewed and granted written consent, in Licensors's sole discretion, of all plans and specifications for such Alteration. Upon Licensors's written consent, such Alteration shall be deemed to be a "Permitted Alteration."

(c) Any work performed in connection with any Permitted Alteration shall be performed in accordance with all Applicable Laws and the terms and conditions contained in this Agreement.

11. Environmental Compliance:

(a) The term “Environmental Law” shall mean any Applicable Law pertaining to worker or workplace safety, environmental conditions, environmental quality or policy, health and/or safety issues or concerns, the regulations promulgated pursuant thereto, and the conditions of any permits, judgments, agreements, or authorizations issued pursuant thereto, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), 43 U.S.C. §9601 et seq., (ii) the Resource Conservation and Recovery Act of 1976 (“RCRA”), 42 U.S.C. §6901 et seq., (iii) the Toxic Substances Control Act of 1976 (TSCA), 15 U.S.C. §2601 et seq., (iv) the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq., (v) the Clean Water Act, 33 U.S.C. §1251, et seq., (vi) the Porter Cologne Water Quality Act, California Water Code §13000 et seq., and (vii) the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code §25249.5 et seq., (viii) The Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code, §25300 et seq., (ix) The California Hazardous Waste Control Law (California Health & Safety Code, §15200 et seq., (x) The Occupational Safety and Health Act (29 U.S.C. §651 et seq.), and (xi) the California Occupational Safety and Health Act (California Labor Code §6300 et seq.).

(b) The term “Hazardous Substance” as used in this Agreement shall mean any products, substance, chemical, material, or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release, or effect, either by itself or in combination with other materials expected to be on the Licensed Premises, is either; (i) potentially injurious to the public health, safety, or welfare, the environment, or the Real Property and the Licensed Premises, (ii) regulated or monitored by any Governmental Authority, or (iii) a basis for liability of Licensor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substance shall include, but not be limited to, hydrocarbons, petroleum, gasoline, crude oil, or any products, by-products, or fractions thereof.

(c) The term “Environmental Activity” shall mean the use, generation, treatment, storage, handling, release, or threatened release of any Hazardous Substance in, on, under, or about the Licensed Premises or the underlying ground water or the transportation or migration of any Hazardous Substance to or from the Licensed Premises.

(d) At all times during the Term of the License, Licensee shall comply (and shall cause the Licensee Parties to comply), at Licensee’s sole cost and expense, with all Environmental Laws, now in effect or which may hereafter come into effect. Licensee and/or the Licensee Parties may not conduct an Environmental Activity on, under, or about the Licensed Premises at any time.

(e) Licensee shall (and shall cause the Licensee Parties to) deliver written notice to Licensor in accordance with Paragraph 18 below within twenty-four (24) hours of receiving actual notice of any of the following:

- (i) Any proceeding or inquiry by any Governmental Authority with respect to
(A) the presence of any Hazardous Substance on, under, or about the Licensed Premises,

(B) the migration of any Hazardous Substance to or from the Licensed Premises, or (C) any Environmental Activity.

(ii) Any threatened or actual claim by any third party against any of Licensor, the Licensor Parties, Licensee, the Licensee Parties, or the Licensed Premises relating to or resulting from (A) the presence of any Hazardous Substance on, under, or about the Licensed Premises, (B) the migration of any Hazardous Substance to or from the Licensed Premises, or (C) any Environmental Activity.

(iii) The discovery of any occurrence or condition on or near the Licensed Premises that has caused or could cause the Licensed Premises to be contaminated with a Hazardous Substance or subject to any ownership, occupancy, transferability, or use restrictions under any Environmental Law.

Licensee shall also immediately give Licensor a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action, or proceeding given to, or received from, any Governmental Authority or private party, or persons entering or occupying the Licensed Premises, concerning the presence, spill, release, discharge of, or exposure to, any Hazardous Substance or contamination in, on, or about the Licensed Premises.

(f) Licensee and its successors and assigns shall be liable and responsible for any Hazardous Substances brought on or released on, in, under, or within the Licensed Premises by Licensee, Licensee Parties, or any persons or entity under Licensee's control during the Term. Licensee and its successors and assigns shall indemnify, protect, defend, reimburse, and hold Licensor and the Licensor Parties harmless from and against any and all Claims, including the cost of remediation (which includes, but is not limited to, any remediation required by a governmental agency), arising out of or in connection with the introduction of any Hazardous Substance onto the Real Property and the Licensed Premises by or for Licensee, Licensee Parties, or any persons or entity under Licensee's control. Licensee's obligations (including, but not limited to paying for the cost and expense) under this Paragraph 11 shall include, but not be limited to: (i) removal from the Real Property and the Licensed Premises of any such Hazardous Substances; (ii) removal from any area outside the Licensed Premises, including but not limited to surface and ground water, of any such Hazardous Substance generated as part of the operations on the Licensed Premises; (iii) damages to persons, property, and the Real Property and the Licensed Premises; (iv) all claims resulting from those damages; (v) fines or penalties imposed by any government agency, and (vi) any other liability as provided by Applicable Laws. No termination, cancellation or release agreement entered into by Licensor and Licensee shall release Licensee from its obligations under this Agreement with respect to any Hazardous Substance, unless specifically so agreed by Licensor in writing at the time of such agreement. Licensor shall have the right (but shall not be obligated) to approve, in its sole discretion, any and all contractors hired by Licensee or Licensee Parties to perform such mitigation or remediation work.

(g) Licensor shall have the right to enter the Licensed Premises at any time for any reason, including, without limitation, for the purpose of inspecting and/or assessing the condition of the Licensed Premises and for verifying compliance by Licensee, Licensee Parties or any persons or entities under Licensee's control with this License, and all Applicable Laws. The costs and expenses of any such inspections and/or assessments on the Licensed Premises shall be paid by Licensor, unless a violation of Applicable Laws or a contamination caused by Licensee, Licensee Parties or any persons or entities under Licensee's control requiring investigation,

removal, remediation, or restoration under Applicable Laws is discovered, or unless such inspection is required by a Governmental Authority. If such a violation or contamination occurs, Licensee shall, within fifteen (15) days of Licensors' written request, reimburse Licensor for all reasonable costs and expenses arising out of such inspections.

(h) Upon termination of this Agreement and the License herein, prior to surrendering possession of the Licensed Premises, and in addition to the requirements set forth in Paragraph 17, Licensee shall (and shall cause the Licensee Parties to) remove any personal property, equipment, appurtenances, fixtures, facilities, and/or storage devices or vessels that are contaminated by or contain Hazardous Substances or are used in connection with any Environmental Activity; subject to the time required of Licensee to promptly process and award a public contract and to reasonably perform such removal actions, but in no case longer than ninety (90) days following termination of this Agreement.

(i) If Licensee and/or any Licensee Party fails to comply with or defaults under any obligation set forth in this Paragraph 11, then Licensor may (but shall not be obligated to) cure such failure at Licensee's sole expense, and Licensee shall, upon demand, pay to Licensor all costs incurred by Licensor and/or any Licensor Parties in curing such failure.

(j) The obligations set forth in this Paragraph 11 are independent of any other obligations contained in this Agreement and shall survive the expiration or earlier termination of this Agreement.

12. Taxes:

(a) Licensee shall pay to Licensor, within ten (10) calendar days after written demand, an amount equal to the *ad valorem* taxes levied or assessed with respect to the Licensed Premises during the Term.

(b) Licensee shall pay any taxes levied or assessed on any personal property installed or placed within the Licensed Premises by Licensee or the Licensee Parties. Licensee shall not be responsible for taxes levied against improvements and personal property placed or constructed on the Licensed Premises by Licensor.

13. Insurance:

(a) At all times during the Term, Licensee shall maintain in effect the following insurance coverages in amounts not less than the following minimum limits:

(i) Workers' Compensation and Employer's Liability insurance in accordance with statutory requirements and limits. Licensee shall also maintain Employer's Liability coverage in the amount of not less than \$1,000,000 per accident and per employee for disease. In lieu of such insurance, Licensee may maintain a self-insurance program meeting the requirements of the state(s) in which the services shall be performed along with the required Employer's Liability insurance,

(ii) Commercial General Liability insurance with limits of not less than \$2,000,000.00 per occurrence and \$3,000,000 in the aggregate for bodily injury and property damage and shall contain a severability of interest or cross-liability clause, and

(iii) Automobile Liability insurance insuring against liability for damages for bodily injury, death, or damage to property (including loss of use thereof), and occurring in any way related to the use by or on behalf of the Licensee. Such coverage shall be in an amount of not less than \$1,000,000.00 combined single limit.

(b) On or prior to the Commencement Date and at any time during the Term, upon Licensors request, Licensee shall provide Licensors with insurance policies or current certificates including applicable endorsements, and renewal certificates thereafter, executed by a duly authorized representative of each insurer, or by the insurance agent or broker authorized to do so, evidencing the insurance coverages required to be maintained by Licensee under Paragraph 13(a) above. Such policies shall:

(i) name Licensors and its parent company, and its subsidiaries, affiliates and its respective officers, directors, employees, agents, representatives, successors and assigns as an additional insured for all required policies under Paragraph 13(a) except workers' compensation insurance.

(ii) contain a waiver of subrogation in favor of Licensors for all policies in Paragraph 13(a),

(iii) state that such insurance coverage is primary for all purposes, and

(iv) state that no insurance policy may be canceled, materially revised, or subject to non-renewal without at least thirty (30) calendar days prior written notice being given to Licensors, ten (10) days for non-payment of premium.

(c) All required policies of insurance shall be written by companies having an A. M. Best rating of "A-, VII" or better, or equivalent and authorized to transact business in the State of California by the Insurance Commission of California.

(d) Licensee shall be solely responsible for any deductible or self-insured retention on insurance required in Paragraph 13(a).

(e) The obligation to maintain the insurance coverages set forth in this Paragraph 13 shall not in any way limit or diminish any of Licensees other obligations, responsibilities or liabilities under this Agreement.

14. Indemnification:

(a) Licensee hereby agrees to indemnify, defend, and hold harmless Licensors and the Licensors Parties from and against any and all Claims arising out of or in connection with (i) this

Agreement and (ii) Licensee's or any Licensee Party's use, maintenance, presence on, or occupation of the Licensed Premises.

(b) Licensee shall be given a reasonable amount of time to defend and resolve any third-party claim presented to Licensor and promptly thereafter reimburse any Claim incurred by any Licensor Parties within thirty (30) days after written demand by such Licensor Parties.

(c) Should Licensee fail to promptly resolve any claim presented to Licensor and upon demand by Licensor or any Licensor Parties, Licensee shall defend, at Licensee's sole expense, with counsel reasonably acceptable to such Licensor Parties, any Claims brought against such Licensor Parties with respect to which Licensee is obligated to defend the Licensor Parties under Paragraph 14(a) above. In the event that Licensee settles any such Claim, such settlement shall include a dismissal with prejudice of the Claim and an explicit and unconditional release (including a waiver of Section 1542 of the California Civil Code) from the party bringing such Claim.

(d) The obligations of Licensee under this Paragraph 14 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Licensee under any worker's compensation acts, disability benefit acts, or other employee benefit acts.

(e) Nothing contained herein shall operate as a limitation on the right of Licensor to bring an action for damages against any third party, including indirect, special, or consequential damages, based on any acts or omissions of such third party. Licensee shall assign such rights of claims, execute such documents, and do whatever else may be reasonably necessary to enable Licensor to pursue any such action against such third party.

(f) The obligations of Licensee under this Paragraph 14 shall survive the expiration or earlier termination of this Agreement.

15. Release:

(a) Licensee, on behalf of itself and the Licensee Parties, hereby releases, waives, and forever discharges Licensor and the Licensor Parties from any and all past, present, or future Claims of any nature whatsoever, known or unknown, arising from, related to, or regarding the presence on or occupation of the Licensed Premises by Licensee and/or the Licensee Parties or any other exercise of the rights granted to Licensee and/or the Licensee Parties under this Agreement ("Release").

(b) Licensee, on behalf of itself and the Licensee Parties, expressly and voluntarily waives and relinquishes all rights and benefits under Section 1542 of the California Civil Code if in any way applicable to the Release. Section 1542 of the California Civil Code provides as follows:

GENERAL RELEASE CLAIMS EXTINGUISHED: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR

SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Licensee acknowledges that it has received the advice of legal counsel with respect to the Section 1542 waiver and understands the terms of such waiver. Licensee hereby acknowledges it is aware that Licensee and/or the Licensee Parties may hereafter discover facts different from or in addition to those which Licensee and/or the Licensee Parties now know or believe to be true with respect to the Release, and Licensee agrees that the Release shall be and remain in effect as a full and complete mutual release notwithstanding any such different or additional facts.

Licensee Initials: _____

16. Condemnation:

(a) If all or any portion of the Licensed Premises is taken by any public or quasi-public authority under the power of condemnation or eminent domain, the License shall terminate as to that portion so taken on the date that such taking becomes final (the "Condemnation Date"). With respect to the remaining portion of the Licensed Premises, Licensee may terminate the License as of the Condemnation Date by delivering written notice to Licensors in accordance with Paragraph 4(a) above and Paragraph 18 below on or before the Condemnation Date, provided that if Licensee fails to deliver such written notice to Licensors on or before the Condemnation Date, then the License shall continue in full force and effect in accordance with this Agreement.

(b) Any and all awards or damages granted in connection with such taking (the "Condemnation Award") shall belong to and be the sole property of Licensors, provided that, if Licensee is not allowed to remove any personal property, equipment, appurtenances, fixtures, or facilities (the "Personal Property") from the portion of the Licensed Premises taken and Licensee would otherwise be permitted to remove such Personal Property under this Agreement, then Licensee shall receive that portion of the Condemnation Award paid to Licensors that is attributable to such Personal Property so retained.

(c) As material consideration for Licensors' obligations under this License, Licensee fully waives, releases and discharges Licensors and all Licensors Parties from and against any and all Claims, known or unknown, now existing or hereinafter arising, which arise from or relate in any manner to the expiration or termination of Licensee's License as provided for herein, or the discontinuance or relocation of Licensee's business operations, or the relocation of any person, business, or other occupant located on or within the premises, including the waiver and release of all business goodwill claims (if any) and all relocation rights and benefits available under Applicable Laws.

17. Surrender of Licensed Premises:

(a) Upon the expiration or earlier termination of this Agreement, Licensee shall promptly vacate and surrender the Licensed Premises to Licensor and shall deliver the Licensed Premises to Licensor clean and free from any trash, rubbish, debris, waste, weeds, brush, explosive or highly flammable materials, and/or Hazardous Substances and otherwise in a condition satisfactory to Licensor, and remove from the Licensed Premises all buildings, structures, improvements, and Personal Property constructed, installed, placed, or stored on the Licensed Premises by Licensee or any Licensee Party. All such obligations shall be completed by the expiration or earlier termination date, subject to the time required of Licensee to promptly process and award a public contract and to reasonably perform removal of the bike path improvements, but in no case longer than ninety (90) days following the expiration or earlier termination of this Agreement. Licensee's obligation to observe and perform this covenant shall survive the expiration or other termination of this Agreement.

(b) If Licensee fails to comply with any of the obligations set forth in this Paragraph 17, the Licensor may (but shall not be obligated to) cure such failure at Licensee's sole expense, and Licensee shall, upon demand, pay to Licensor all costs incurred by Licensor in performing such obligations, including but not limited to all labor costs, overhead expenses, rental of storage space, equipment rental, materials, and machinery fuel costs.

(c) If Licensee and/or any Licensee Party fails to promptly vacate and surrender the Licensed Premises after the expiration or earlier termination of this Agreement, then, in addition to any other rights or remedies that Licensor may have, Licensee and/or such Licensee Party shall pay to Licensor an amount equal to one hundred fifty percent (150%) of the annual License Fee prorated for the period that Licensee and/or such Licensee Party continues to occupy the Licensed Premises following the expiration or termination date. Licensee's payment of such amounts shall not be construed to extend the Term or prevent Licensor from immediate recovery of possession of the Licensed Premises by summary proceedings or otherwise.

(d) The obligations of Licensee under this Paragraph 17 shall survive the expiration or termination of this Agreement.

18. Notices:

(a) All notices to be given under this Agreement shall be in writing, addressed to the recipient Party at the address listed below, and: (i) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States mail; (ii) sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such overnight courier; or (ii) sent by telecopy, email, or similar means, provided that a copy of the notice is also sent by certified mail, in which case notice shall be deemed delivered on transmittal by telecopier, email, or other similar means provided that a transmission report or email is generated reflecting the accurate transmission of the notices. Each Party's address for notices under this Agreement is set forth below:

(i)	If to Licensor:	San Diego Gas & Electric Company 8335 Century Park Court, CP-12A
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San Diego, California 92123
Attention: Adam C. Smith
Telephone: (858) 637-3789
Email: asmith@sdge.com

With a copy to: San Diego Gas & Electric
Law Department
8330 Century Park Court, CP32C
San Diego, CA 92123
Attention: Real Estate Counsel
Telephone: (858) 636-6846

(ii) If to Licensee: City of National City
Attn: _____

Fax: _____
Telephone: _____
email: _____

19. Disclosure Regarding Electric and Magnetic Fields:

Licensor hereby notifies Licensee and the Licensee Parties that due to the presence of electric utility facilities within or near the Licensed Premises, electric, and magnetic fields (EMF) may be present. The medical and scientific communities have been unable to determine whether EMF causes health effects or establish any standard or level of exposure that is known to be either safe or harmful. Many researchers believe that if there is a risk of adverse health effects from EMF, the risk is probably low but warrants further investigation.

20. No Assignment:

Licensee may not assign this Agreement or any interest herein, either in whole or in part, to any other person or entity at any time. Licensee is specifically prohibited from sublicensing, leasing, licensing, renting or allowing the occupation of the Licensed Premises, or any interest therein, either in whole or in part, to any other person or entity.

21. Attorney's Fees:

If either Party files any action or brings any proceeding against the other arising from or related to this Agreement, the Prevailing Party shall be entitled to recover from the other Party (as an element of its costs of suit and not as damages) reasonable attorneys' fees (including both in-house and outside attorney's fees), costs and expenses incurred by the Prevailing Party in such action or proceeding (including any appeals). For the purposes of this Paragraph 21, the term

“Prevailing Party” shall mean the Party that is entitled to recover its costs of suit for the proceeding, whether or not the same proceeds to final judgment. The Party not entitled to recover its costs shall not recover any attorney’s fees, costs, or expenses.

22. Time of the Essence:

Time is of the essence of each and all of the terms and provisions of this Agreement.

23. Governing Law and Venue:

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflicts of law principles.

(b) The Parties hereby agree that any legal action or proceeding arising out of this Agreement shall be brought in a state court of competent jurisdiction in San Diego, California. By execution and delivery of this Agreement, each of the Parties hereby irrevocably accepts and submits to the jurisdiction of such courts, generally and unconditionally, in connection with any such legal action or proceeding.

24. Severability:

If any part, paragraph, or provision of this Agreement should be invalid, then all the remaining parts, paragraphs, and provisions of this Agreement shall continue in full force and effect.

25. Rules of Construction:

(a) Headings contained in this Agreement are solely for the convenience of the Parties and are not a part of and shall not be used to interpret this Agreement. The singular form of any word shall include the plural form and vice versa.

(b) This Agreement has been prepared, examined, negotiated, and revised by each Party and its counsel, and no implication shall be drawn and no provision shall be construed against any Party hereto by virtue of the purported identity of the drafter of this Agreement.

26. No Other Rights:

This Agreement creates a License only and does not and shall not be deemed to constitute a lease or a conveyance of the Licensed Premises by Licensor to Licensee, or (except as expressly set forth herein) to confer upon Licensee any right, title, estate or interest in the Licensed Premises, including but not limited to any prescriptive rights, by virtue of the License, this Agreement or any holding over or failure to vacate or surrender the Licensed Premises upon the expiration or earlier termination of the License. In connection with the foregoing, Licensee further acknowledges that in no event shall the relationship between Licensee and Licensor be deemed to be a so-called landlord-tenant relationship and that in no event shall Licensee be entitled to avail itself of any rights afforded to tenants. In no event shall the parties be deemed partners or agents of one another.

This Agreement grants to Licensee only a personal privilege to use the Licensed Premises for the Permitted Purpose during the Term, on and subject to the terms and conditions set forth herein.

27. Entire Agreement; Amendment:

This Agreement contains the entire agreement of the Parties with respect to the License and the other matters set forth in this Agreement and supersedes all prior agreements, oral or written, between the Parties with respect to the License and/or any other matters set forth in this Agreement. This Agreement may not be amended except by a written instrument signed by all Parties.

28. Events of Default; Remedies.

Licensee shall be considered to be in default of this Agreement upon the occurrence of any of the following events: (i) Licensee's failure to pay when due all or any portion of the License Fee, if the failure continues for three (3) business days after written notice to Licensee ("Monetary Default"); or (ii) Licensee's failure (other than a Monetary Default) to comply with any term, provision or covenant of this Agreement, if the failure is not cured within ten (10) days after written notice to Licensee. Upon any default, Licensor shall have the right without notice or demand to terminate this Agreement, in which case Licensee shall immediately surrender the Licensed Premises to Licensor. If Licensee fails to surrender the Licensed Premises, Licensor may, in compliance with Applicable Law and without prejudice to any other right or remedy, enter upon and take possession of the Licensed Premises. Licensee shall pay Licensor on demand the amount of all past due License Fees, plus other losses and damages which Licensor may suffer as a result of Licensee's default. In addition to the right to terminate this Agreement and collect damages, Licensor shall have the right to pursue any other remedy now or hereafter available at law or in equity. Money damages may not be a sufficient remedy for the breach of this Agreement, and Licensor is entitled to seek specific performance and injunctive relief or other available equitable relief as a remedy for any such breach.

29. No Lease:

THIS AGREEMENT IS NOT INTENDED TO CREATE A LEASE OR ANY OTHER INTEREST IN REAL PROPERTY IN FAVOR OF LICENSEE, BUT MERELY CREATES A REVOCABLE LICENSE IN ACCORDANCE WITH THE TERMS HEREOF. LICENSEE ACKNOWLEDGES THAT ITS AGREEMENT TO TREAT THIS AGREEMENT AS A LICENSE FORMED A MATERIAL PART OF THE CONSIDERATION FOR LICENSOR'S AGREEMENT TO ENTER INTO THIS AGREEMENT.

30. Counterparts:

This Agreement may be executed in counterparts, all of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by electronic mail or telefacsimile shall be equally as effective as delivery of an original executed counterpart, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement.

31. Limited Liability:

The liability of Licensor under this Agreement shall be limited solely to Licensor's equity interest, if any, in the Real Property. In the event of any sale or other transfer of Licensor's interest in the Real Property, Licensor shall be automatically relieved of any and all obligations and liabilities on the part of Licensor accruing from and after the date of such transfer.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement as of the date first written above.

LICENSOR:

SAN DIEGO GAS & ELECTRIC COMPANY,
a California corporation

Approved as to legal form:

By: _____

Name: _____

Title: Real Estate Portfolio Manager

LICENSEE:

CITY OF NATIONAL CITY,
a municipal corporation

By: _____

Name: _____

Title: _____

Exhibit "A"

Licensed Premises

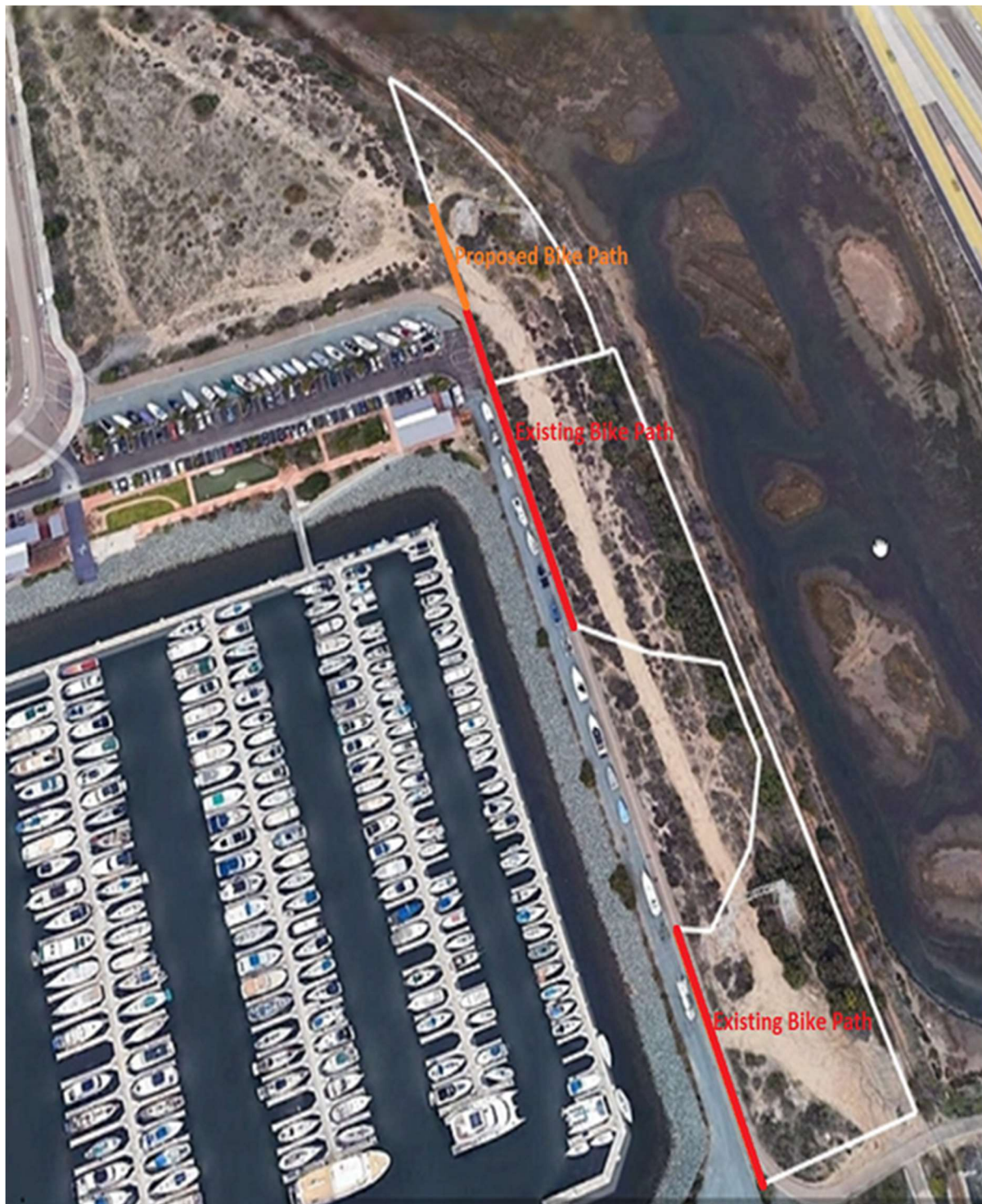


Exhibit “B”

Construction Plans

[See attached]

SURVEYOR:	BENCHMARK:		HORIZONTAL CONTROL:	
CONSTRUCTION RECORDS	DATE STARTED:		INSPECTOR:	
	DATE COMPLETED:			
GEOTECHNICAL OF RECORD	NAME		COMPANY	
	SIGNATURE			
CONSTRUCTION SURVEYOR	NAME		COMPANY	
	SIGNATURE			
ENGINEERING DEPARTMENT	AS-BUILT	DATE		
	BY	APPROVED		
REVISIONS				

BAYSHORE BIKEWAY SEGMENT 5

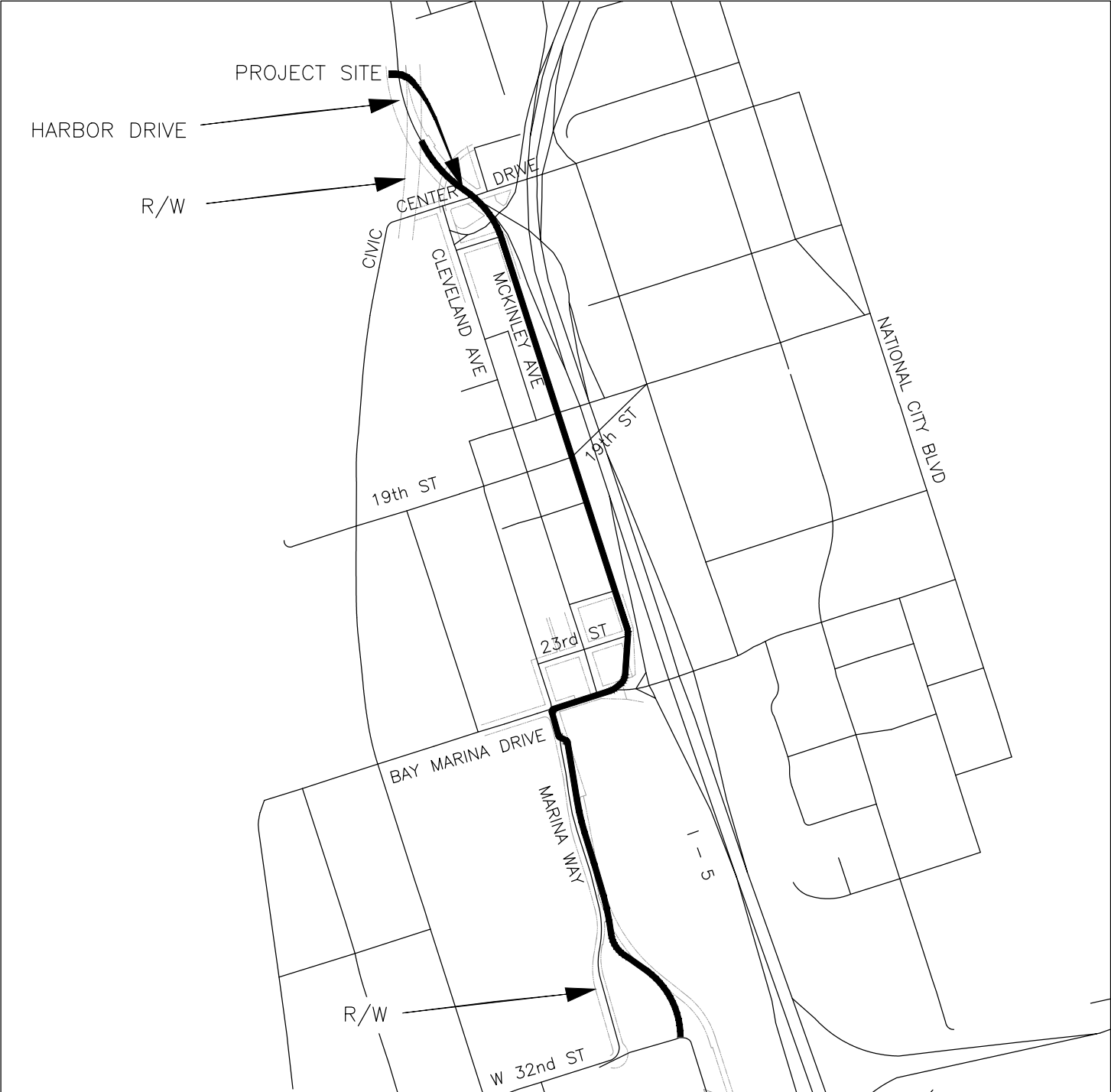
National City

GENERAL NOTES

- APPROVAL OF THESE PLANS BY THE CITY ENGINEER OF THE CITY OF NATIONAL CITY DOES NOT CONSTITUTE CERTIFICATION OF THE PROJECT AS A WHOLE, IN TERMS OF COMPLETENESS, ACCURACY, DESIGN, AND CONSTRUCTION STANDARDS. APPROVED STANDARDS: PUBLIC WORKS SDSRD. IT IS THE RESPONSIBILITY OF THE ENGINEER-OF-WORK TO EXERCISE CONTROL OVER THE DESIGN OF THE PROJECT.
- A PERMIT SHALL BE OBTAINED FROM THE ENGINEERING DEPARTMENT FOR ALL IMPROVEMENT WORK WITHIN THE PUBLIC RIGHT-OF-WAY AND ALL GRADING OPERATIONS ON PRIVATE PROPERTY.
 - APPROVAL OF THESE PLANS BY THE CITY OF NATIONAL CITY DOES NOT AUTHORIZE ANY WORK OR GRADING TO BE PERFORMED UNTIL A VALID PERMIT HAS BEEN ISSUED.
 - NOTWITHSTANDING THE MINIMUM STANDARDS SET FORTH IN THE GRADING ORDINANCE AND NOTWITHSTANDING THE APPROVAL OF THESE PLANS, THE CONTRACTOR IS RESPONSIBLE FOR THE PREVENTION OF DAMAGE TO THE ADJACENT PROPERTY. NO PERSON SHALL EXCAVATE ON LAND SO CLOSE TO THE PROPERTY LINE AS TO ENDANGER ANY ADJOINING PUBLIC STREET, SIDEWALK, ALLEY OR ANY OTHER PUBLIC OR PRIVATE PROPERTY WITHOUT SUPPORTING AND PROTECTING SUCH PROPERTY FROM SETTLING, CRACKING, EROSION, SILTING, SCOUR OR THE DAMAGE WHICH MIGHT RESULT FROM THE GRADING DESCRIBED ON THESE PLANS.
 - THE CONTRACTOR SHALL VERIFY THE EXISTENCE AND LOCATION OF ALL UTILITIES BEFORE COMMENCING WORK. NOTICE OF PROPOSED WORK SHALL BE GIVEN TO THE FOLLOWING AGENCIES:
UNDERGROUND SERVICE ALERT 1-800-227-2600
AT&T (858) 268-2062
CITY OF NATIONAL CITY PUBLIC WORKS DEPARTMENT (619) 336-4380
COX COMMUNICATIONS (619) 266-5038
CROWN CASTLE (760) 224-5264
SAN DIEGO GAS AND ELECTRIC (858) 547-2009
SWEETWATER AUTHORITY (619) 409-6751
 - IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL SUBSTRUCTURES WHETHER SHOWN OR NOT AND PROTECT THEM FROM DAMAGE. THE EXPENSE OF REPAIR OR REPLACEMENT OF SAID SUBSTRUCTURES SHALL BE BORN BY THE CONTRACTOR.
 - THE ENGINEER-OF-WORK SHALL BE NOTIFIED WHEN CONSTRUCTION COMMENCES AND ANY CHANGES OR ADDITIONS ARE MADE DURING THE PROGRESS OF CONSTRUCTION. A REPORT CONFIRMING THIS, SIGNED BY THE REGISTERED SOILS ENGINEER, SHALL BE SUBMITTED TO THE CITY'S ENGINEERING DEPARTMENT AT THE COMPLETION OF THE PROJECT SPECIFICS.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE ENGINEER OF RECORD PRIOR TO COMMENCING DEMOLITION OF ANY MONUMENTATION AND/OR BENCHMARKS, OF ALLOWING ENGINEER'S SURVEYOR OF LOCATING MONUMENTATION AND/OR BENCHMARKS PRIOR TO DEMOLITION, AND OF NOTIFYING ENGINEER AFTER CONSTRUCTION IS COMPLETE. MONUMENTATION SHALL BE OFF-SET, PROTECT AND REPLACE IF DISTURBED.
 - CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE CITY ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
 - CONTRACTOR WILL MAKE EXPLORATION EXCAVATIONS AND LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISIONS ARE NECESSARY BECAUSE OF ACTUAL LOCATION OF EXISTING FACILITIES.
 - LOCATION AND ELEVATION OF IMPROVEMENTS OF WORK TO BE DONE SHALL BE CONFIRMED BY FIELD MEASUREMENT PRIOR TO CONSTRUCTION OF NEW WORK.
 - BEFORE EXCAVATING, VERIFY LOCATION OF UNDERGROUND UTILITIES. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWING LOCATION OF UTILITIES WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS, TO THE BEST OF OUR KNOWLEDGE THERE ARE NO OTHER EXISTING UTILITIES EXCEPT AS SHOWN ON THE PLANS.
 - NEITHER THE OWNER NOR THE CITY ENGINEER-OF-WORK WILL ENFORCE SAFETY MEASURES OR REGULATIONS. THE CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.
 - INSPECTION NOTES: NO WORK SHALL BE COMMENCED ON THE SITE PRIOR TO A PRE-CONSTRUCTION MEETING WITH THE ENGINEERING DEPARTMENT. CALL THE CITY CONSTRUCTION ENGINEER AT (619) 336-4380 TO SCHEDULE A MEETING.
 - ALL OPERATIONS CONDUCTED ON THE PREMISES, INCLUDING THE WARMING UP, REPAIR, ARRIVAL, DEPARTURE, OR RUNNING OF TRUCKS, EARTHMOVING EQUIPMENT, CONSTRUCTION EQUIPMENT, AND ANY OTHER ASSOCIATED EQUIPMENT SHALL BE LIMITED TO THE PERIOD BETWEEN 7:00 A.M. AND 5:00 P.M. EACH DAY, MONDAY THROUGH FRIDAY. UNLESS OTHERWISE NOTED, PRIOR APPROVAL OF THE CITY ENGINEER WILL BE REQUIRED FOR WORK BEFORE 7:00 A.M. AND AFTER 5:00 P.M.
 - STRUCTURAL SECTIONS OF THE STREET IMPROVEMENTS SHALL BE PER PLAN, BUT NOT LESS THAN THE MINIMUM REQUIREMENTS PER NATIONAL CITY STANDARD DRAWING NO. 113-S-B.
 - THE ASPHALT CONCRETE PAVEMENT SHALL BE INSTALLED IN A MINIMUM OF TWO LIFTS. THE FINAL LIFT SHALL BE AT LEAST 2 INCHES THICK AND SHALL BE PAVED AFTER COMPLETION OF ALL STRUCTURES.
 - CHANGE ORDER: CHANGE ORDERS SHALL BE REQUESTED IN WRITING USING THE CITY OF NATIONAL CITY STANDARD FORM AND ATTACHED WITH PLANS SHOWING IN RED THE REVISIONS FOR APPROVAL.
 - PUBLIC WATER SYSTEM IMPROVEMENTS SHALL BE INSTALLED IN ACCORDANCE WITH SWEETWATER AUTHORITY'S DESIGN STANDARDS AND STANDARD SPECIFICATIONS FOR CONSTRUCTION OF WATER FACILITIES. PUBLIC WATER SYSTEM SHALL BE MAINTAINED AND OPERATED BY SWEETWATER AUTHORITY.
 - FOR ALL WORK INSIDE CALTRANS RIGHT OF WAY, THE LATEST CALTRANS STANDARD PLANS AND SPECIFICATIONS WILL BE ADHERED TO.
 - CONTRACTOR SHALL NOTIFY BNSF MANAGER OF PUBLIC PROJECTS PRIOR TO ANY WORK WITHIN BNSF RIGHT-OF-WAY OR ANY WORK AFFECTING GRADE CROSSING OPERATIONS.

UTILITY NOTES

- THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WAS DETERMINED FROM A SEARCH OF AVAILABLE PUBLIC RECORDS. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT SHOWN OR IN A LOCATION DIFFERENT FROM THAT SHOWN ON THE PLANS. THE CONTRACTOR SHALL DETERMINE THE LOCATION AND DEPTH OF ALL UTILITIES, INCLUDING SERVICE CONNECTIONS, THAT MAY AFFECT OR BE AFFECTED BY HIS OPERATIONS AND SHALL TAKE ADEQUATE MEASURES TO PROTECT THE UNDERGROUND UTILITIES SHOWN ON THE PLANS AND THOSE FACILITIES ENCOUNTERED DURING CONSTRUCTION BUT NOT SHOWN ON THE PLANS.
- PURSUANT TO STATE LAW, CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (USA) AT 1-800-227-2600 NOT LESS THAN TWO (2) WORKING DAYS PRIOR TO CONDUCTING ANY EXCAVATION WORK ON THIS PROJECT. THIS REQUIREMENT SHALL EXTEND TO EXCAVATION WORK CONDUCTED WITHIN PUBLIC RIGHT-OF-WAY AND TO EXCAVATION WORK CONDUCTED ON PRIVATE PROPERTY. THE CONTRACTOR SHALL MARK OUT THE APPROXIMATE LIMITS OF THE PROPOSED EXCAVATION PRIOR TO CALLING USA TO ASSIST THE EXISTING UTILITY OWNERS IN UNDERSTANDING THE LIMITS OF THE REQUIRED PREMARK SERVICES.
- EXISTING UTILITIES IN CONFLICT WITH THE PROPOSED WORK SHALL BE REMOVED, RELOCATED, OR ADJUSTED BY THEIR RESPECTIVE OWNERS UNLESS OTHERWISE SPECIFIED. THE CONTRACTOR IS REFERRED TO SECTION 4 OF THE STANDARD SPECIFICATIONS.
- THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING FACILITIES (BELOW GROUND AND ABOVE GROUND) WITHIN THE PROJECT SITE SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT THE REVISION OF THE CONSTRUCTION PLANS IF IT IS FOUND THAT ACTUAL LOCATIONS ARE IN CONFLICT WITH THE PROPOSED WORK. THIS WORK SHALL BE AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL MAINTAIN THE SERVICE OF ALL EXISTING WATER AND SEWER UTILITIES DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING WATER AND SEWER MAINS DURING CONSTRUCTION, AND SHALL HAVE SUFFICIENT PIPELINE MATERIALS AND EQUIPMENT ON-SITE TO IMMEDIATELY REPAIR ANY DAMAGE TO EXISTING MAINS. CONTRACTOR IS RESPONSIBLE TO REPLACE OR REPAIR ANY DAMAGE, PRIVATE OR PUBLIC.



LOCATION MAP

UTILITY NOTES (continued)

- BEFORE EXCAVATING, THE CONTRACTOR SHALL VERIFY THE LOCATION OF EXISTING UNDERGROUND UTILITIES BY CONTACTING EACH OF THE FOLLOWING, 48 HOURS PRIOR TO COMMENCING WORK:

UNDERGROUND SERVICE ALERT	1-800-227-2600
CABLE TELEVISION: (COX COMMUNICATIONS)	(619) 266-5038
FIBER OPTICS: (CROWN CASTLE)	(760) 224-5264
GAS & ELECTRIC: (SDG&E)	(858) 547-2009
SEWER, STORM, STREET LIGHT, & TRAFFIC SIGNAL: (CITY OF NATIONAL CITY)	(619) 336-4380
TELEPHONE: (AT&T)	(858) 268-2062
WATER: (SWEETWATER AUTHORITY)	(619) 409-6751

ASPHALT CONCRETE, PORTLAND CEMENT CONCRETE, TRENCH BACKFILL + COMPACTION

- EXISTING PAVEMENT WILL BE SAWCUT AT ALL LOCATIONS THAT JOIN WITH PROPOSED IMPROVEMENTS.
- ASPHALT CONCRETE SECTIONS GREATER THAN 3" SHALL BE LAID IN TWO LIFTS MINIMUM AND SHALL BE COMPRISED OF AN AC BASE AND A SURFACE COURSE. AC FOR THE BASE COURSE SHALL BE CLASS B-PG 64-10 (3/4"). AC FOR THE SURFACE COURSE SHALL BE CLASS C2-PG 64-10 (1/2"). SURFACE COURSE SHALL BE 2" THICK MINIMUM.
- STRUCTURAL SECTIONS OF THE STREET IMPROVEMENTS SHALL BE PER PLAN, BUT NOT LESS THAN THE MINIMUM REQUIREMENTS PER NATIONAL CITY STANDARD DRAWING NO. 113-S-B.
- THE UPPER 6" OF THE TRENCH OR PAVEMENT SECTION MEASURED FROM THE BOTTOM OF THE BASE COURSE SHALL BE COMPACTED TO A RELATIVE COMPACTION OF 95 PERCENT OF MAXIMUM DRY DENSITY.

GRADING NOTES

- DUMPING AND STOCKPILING IS PROHIBITED IN NATIONAL CITY. ALL MATERIAL EXCAVATED AND REMOVED FROM THE SITE. NO EXCEPTIONS.
- ALL GRADING, TESTING AND OBSERVATION SHALL BE DONE IN ACCORDANCE WITH APPENDIX "J" OF THE CALIFORNIA BUILDING CODE AND CHAPTER 15.70 OF THE NATIONAL CITY MUNICIPAL CODE.
 - THE STANDARD TEST USED TO DEFINE THE MAXIMUM DENSITY OF ALL COMPACTION WORK SHALL BE PER ASTM D-1557-91 PER SPECIFICATION 301-1.3. ALL DENSITIES SHALL BE EXPRESSED AS A RELATIVE COMPACTION IN THE FOREGOING STANDARD PROCEDURE.
 - CLEARING, GRUBBING, AND PREPARING AREAS TO BE FILLED
3.1 ANY TREES NOT UTILIZED IN LANDSCAPING, ABANDONED STRUCTURES, WEEDS, TREE STUMPS AND ANY OTHER RUBBISH SHALL BE REMOVED, FILLED OR OTHERWISE DISPOSED OF SO AS TO LEAVE THE AREAS THAT HAVE BEEN DISTURBED WITH A NEAT AND FINISHED APPEARANCE, FREE FROM UNSIGHTLY DEBRIS.
3.2 ALL VEGETABLE MATTER AND SOIL DESIGNATED AS UNSUITABLE BY THE SOILS ENGINEER SHALL BE REMOVED UNDER THE DIRECTION OF THE SOILS ENGINEER. ALL EXPOSED SURFACES SHALL BE PLOWED OR SCARIFIED TO A DEPTH OF AT LEAST EIGHT INCHES, UNTIL THE SURFACE IS FREE FROM RUTS, HUMMOCKS, OR THE UNEVEN FEATURES WHICH WOULD TEND TO PREVENT UNIFORM COMPACTION BY THE EQUIPMENT TO BE USED.
3.3 WHERE FILL IS TO BE PLACED, CARE SHOULD BE TAKEN THAT ANY EXISTING UNCOMPACTED SOILS BE REMOVED AND THAT NATURAL GROUND SHALL BE SCARIFIED AT LEAST EIGHT INCHES AND COMPACTED AT LEAST 90% OF MAXIMUM DENSITY. FILL SOILS SHOULD BE COMPACTED AT LEAST 90% PAVEMENT BASE COURSE MATERIAL SHOULD BE COMPACTED AT LEAST 95%.

GRADING NOTES (continued)

- MATERIALS
4.1 THE MATERIALS FOR THE FILL SHALL BE APPROVED BY THE SOILS ENGINEER BEFORE COMMENCEMENT OF GRADING OPERATIONS, OR THEIR IMPORT.
- PLACING, SPREADING AND COMPACTION OF FILL MATERIAL
5.1 THE SELECTED FILL MATERIAL SHALL BE PLACED IN LAYERS WHICH WHEN COMPACTED SHALL ALLOW ADEQUATE BONDING AND COMPACTION.
5.2 WHEN MOISTURE CONTENT OF THE FILL MATERIAL IS BELOW THAT SPECIFIED BY THE SOILS ENGINEER, WATER SHALL BE ADDED UNTIL THE MOISTURE CONTENT IS AS SPECIFIED TO ASSURE THOROUGH BONDING DURING THE COMPACTION PROCESS. WHEN THE MOISTURE CONTENT OF THE FILL MATERIAL IS ABOVE THAT SPECIFIED BY THE SOILS ENGINEER, THE FILL MATERIAL SHALL BE AERATED BY BLADING OR OTHER SATISFACTORY METHODS UNTIL THE MOISTURE CONTENT IS AS SPECIFIED.
5.3 AFTER EACH LAYER HAS BEEN PLACED, MIXED, AND SPREAD EVENLY, IT SHALL BE THOROUGHLY COMPACTED TO A RELATIVE COMPACTION OF NOT LESS THAN 90%.
- FIELD DENSITY TEST SHALL BE MADE BY THE SOILS ENGINEER, WHERE SHEEPSFOOT ROLLERS ARE USED. THE SOIL MAY BE DISTURBED TO A DEPTH OF SEVERAL INCHES. DENSITY TEST SHALL BE TAKEN IN COMPACTED MATERIAL BELOW THE DISTURBED SURFACE. WHEN THESE TEST INDICATE THAT THE DENSITY OF ANY LAYER OF FILL OR PORTION THEREOF IS BELOW THE REQUIRED 90% DENSITY, THE PARTICULAR LAYER OR PORTION SHALL BE REWORKED UNTIL THE REQUIRED DENSITY HAS BEEN OBTAINED.
- EXPANSIVE SOIL ENCOUNTERED IN CUT AREAS SHALL NOT BE PLACED WITHIN THE UPPER 2 FEET OF ANY FILLS. THE POTENTIAL EXPANSIVE SOILS MAY BE SPREAD THROUGHOUT THE LOWER PORTIONS OF THE FILLS.
- DISPOSAL OF OVERSIZE ROCKS
6.1 OVERSIZE ROCK SHALL BE EXPORTED FROM THE SITE, USED FOR LANDSCAPING PURPOSES, OR PLACED IN DESIGNATED NON-STRUCTURAL FILL AREAS.
- ENGINEERING OBSERVATION
7.1 FIELD OBSERVATION BY SOILS ENGINEER SHALL BE MADE DURING THE FILL AND COMPACTION OPERATION SO THAT HE CAN EXPRESS HIS OPINION REGARDING THE CONFORMANCE OF THE ACCEPTED SPECIFICATIONS.
- SEASONAL LIMITS
8.1 NO FILL SHALL BE PLACED, SPREAD, OR ROLLED WHILE IT IS IN AN UNSUITABLE HIGH MOISTURE CONTENT. NOR DURING UNFAVORABLE WEATHER CONDITIONS. WHEN THE WORK IS INTERRUPTED BY HEAVY RAIN, OPERATIONS SHALL NOT BE RESUMED UNTIL FIELD TEST BY THE SOILS ENGINEER INDICATE THAT THE MOISTURE CONTENT AND DENSITY OF FILL ARE AS PREVIOUSLY SPECIFIED.
- GRADING TOLERANCE
9.1 THE ACCEPTABLE ACCURACY FOR VERTICAL AND HORIZONTAL COMPLIANCE WITH THE DESIGN ON THIS PLAN SHALL BE ACCORDING TO THE STANDARDS SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
- THE ASPHALTIC CONCRETE PAVEMENT SECTION IS TO BE DESIGNED BY THE SOILS ENGINEER. AFTER ROUGH GRADE IN THE PARKING AREA AND DRIVE AREA IS ACHIEVED THE SOILS ENGINEER WILL SAMPLE THE SUBGRADE SOILS MATERIAL AND DESIGN THE PAVEMENT SECTION ACCORDINGLY, BUT SUCH DESIGN SHALL MEET THE MINIMUM CITY STANDARDS.
- RECORD DRAWING (AS-BUILT)
10.1 NOTE TO CONTRACTOR: UPON COMPLETION OF WORK, CONTRACTOR SHALL DELIVER TO THE CITY, AN UP-TO-DATE SET OF (AS-BUILT) RECORD DRAWINGS PREPARED BY THE ENGINEER-OF-WORK. SUCH DRAWINGS SHALL BE BLUEPRINT COPIES OF THE PLANS SHOWING IN RED INK AND IN DETAIL ALL CONSTRUCTION CHANGES, ESPECIALLY DEPTHS OF CONDUIT. UTILITIES SHALL BE DIMENSIONED FROM THE CLOSEST PERMANENT STRUCTURE. ENGINEER-OF-WORK SHALL MAKE CHANGES TO THE ORIGINAL MYLARS ON FILE WITH THE CITY ENGINEER'S OFFICE. ENGINEER-OF-WORK SHALL ALSO PROVIDE SAID AS-BUILTS IN DIGITAL FORMAT (PDF FILE).

- OWNER:
CITY OF NATIONAL CITY
1243 NATIONAL CITY BLVD.
NATIONAL CITY, CA 91950
- CONTRACTOR:

- LEGAL DESCRIPTION
CITY RIGHT-OF-WAY ON SWEETWATER ROAD BETWEEN N. 2ND AVENUE & PLAZA BONITA ROAD & ON PLAZA BONITA ROAD BETWEEN SWEETWATER ROAD & THE EXISTING SWEETWATER BIKEWAY ENTERANCE.

- STANDARD DRAWINGS AND SPECIFICATIONS
SAN DIEGO REGIONAL STANDARD DRAWINGS (LATEST EDITION) AND CITY OF NATIONAL CITY STANDARD DRAWINGS, AND THE STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION, CURRENT EDITION, TOGETHER WITH THE LATEST REGIONAL SUPPLEMENTAL AMENDMENTS.
- SOILS REPORT
BY: LEIGHTON CONSULTING INC.
NO: 13146.001
DATE: MAY 31, 2022

THESE PLANS HAVE BEEN REVIEWED BY THE UNDERSIGNED AND FOUND TO BE IN CONFORMANCE WITH THE RECOMMENDATIONS AND SPECIFICATIONS OUTLINED IN THE SOILS REPORT PREPARED FOR THIS DEVELOPMENT.

BY: _____ DATE: _____

- REFERENCE DRAWINGS
SDG&E DRAWING NO. D2882731 CALTRANS DRAWING NO. 1100020490, 11000204901, CITY OF NATIONAL CITY DRAWING NO. 11-30-99, 10050-10083, 6404-D
- AFTER COMPLETION OF GRADING, THE FOLLOWING STATEMENT SHALL BE EXECUTED BY THE ENGINEER-OF-WORK: "I HEREBY CERTIFY THAT THE GRADING HAS BEEN DONE ACCORDING TO THE SOILS REPORT LISTED IN ITEM 17."

BY: _____

SEAL: _____

DATE: _____

- AFTER THE COMPLETION OF THE PROJECT, THE FOLLOWING STATEMENT SHALL BE EXECUTED BY THE ENGINEER-OF-WORK: "I HEREBY CERTIFY, IN ACCORDANCE WITH SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, THAT ALL OF THE WORK SHOWN ON DRAWINGS _____ THROUGH _____ MARKED "AS-BUILT" HAS BEEN CONSTRUCTED IN CONFORMANCE WITH LINES AND GRADES, AND DETAILS AND SPECIFICATIONS, AS SHOWN ON SAID PLANS AND REFERRED DRAWINGS.

BY: _____

DATE: _____ SEAL: _____

SOURCE OF TOPOGRAPHY

AGUIRRE & ASSOCIATES
8363 CENTER DRIVE #5A, LA MESA, CA 91942
(619) 464-6978



SHEET INDEX	
SHEET NUMBER	
01	TITLE SHEET
02	GENERAL NOTES
03	KEY MAP
04 – 05	SURVEY CONTROL
06 – 07	CONSTRUCTION DETAILS
08 – 15	DEMOLITION PLANS
16 – 31	IMPROVEMENT PLANS
32 – 39	INTERSECTION DETAIL
40 – 47	RETAINING WALL PLANS
48 – 51	CORRIDOR IMPROVEMENT PLANS
52 – 55	STORM DRAIN AND PERMANENT BMP PLANS
55 – 55	WATER RELOCATION PLAN
57 – 63	SIGNING AND STRIPING PLANS
64 – 65	ELECTRICAL AND LIGHTING PLANS
66 – 71	SIGNAL MODIFICATION PLANS
72 – 90	IRRIGATION PLANS
91 – 105	PLANTING PLANS
106 – 116	WATER POLLUTION CONTROL PLANS
117	HAZARDOUS MATERIALS PLAN

PROJECT DESCRIPTION

CREATION OF NEW SEGMENT OF BIKEWAY BETWEEN E HARBOR DRIVE AND MARINA WAY TO CONNECT WITH EXISTING BAYSHORE BIKEWAY

WORK TO BE DONE

- CLASS IV BIKEWAYS ALONG HARBOR DRIVE, MCKINLEY AVENUE, MARINA WAY, AND BAY MARINA DRIVE
- SIGNING AND STRIPING MODIFICATIONS ON HARBOR DRIVE, MCKINLEY AVE, BAY MARINA DRIVE, MARINA WAY, AND ENTRANCE TO BAYSHORE BIKEWAY
- SIGNAL MODIFICATIONS AT THE INTERSECTIONS OF HARBOR DRIVE AND CIVIC CENTER DRIVE, AND ALONG BAY MARINA DRIVE AT MARINA WAY AND CLEVELAND AVENUE

STANDARD SPECIFICATIONS AND DRAWINGS

- SAN DIEGO AREA REGIONAL STANDARD DRAWINGS (SDRS) (2018 EDITION) WITH APPENDIX "A", (TRAFFIC CONTROL PLANS)
- STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("GREEN BOOK"), 2015 EDITION, INCLUDING REGIONAL SUPPLEMENT AMENDMENTS.
- CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) (CURRENT EDITION).
- CITY OF NATIONAL CITY STANDARD DRAWINGS, (CURRENT EDITION).
- SWEETWATER AUTHORITY STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF WATER FACILITIES (WWW.SWEETWATER.ORG)
- CALIFORNIA DEPARTMENT OF TRANSPORTATION U.S. CUSTOMARY STANDARD PLAN, 2018 EDITION

EARTHWORK QUANTITIES

CUT.....3352 CY

FILL.....1166 CY

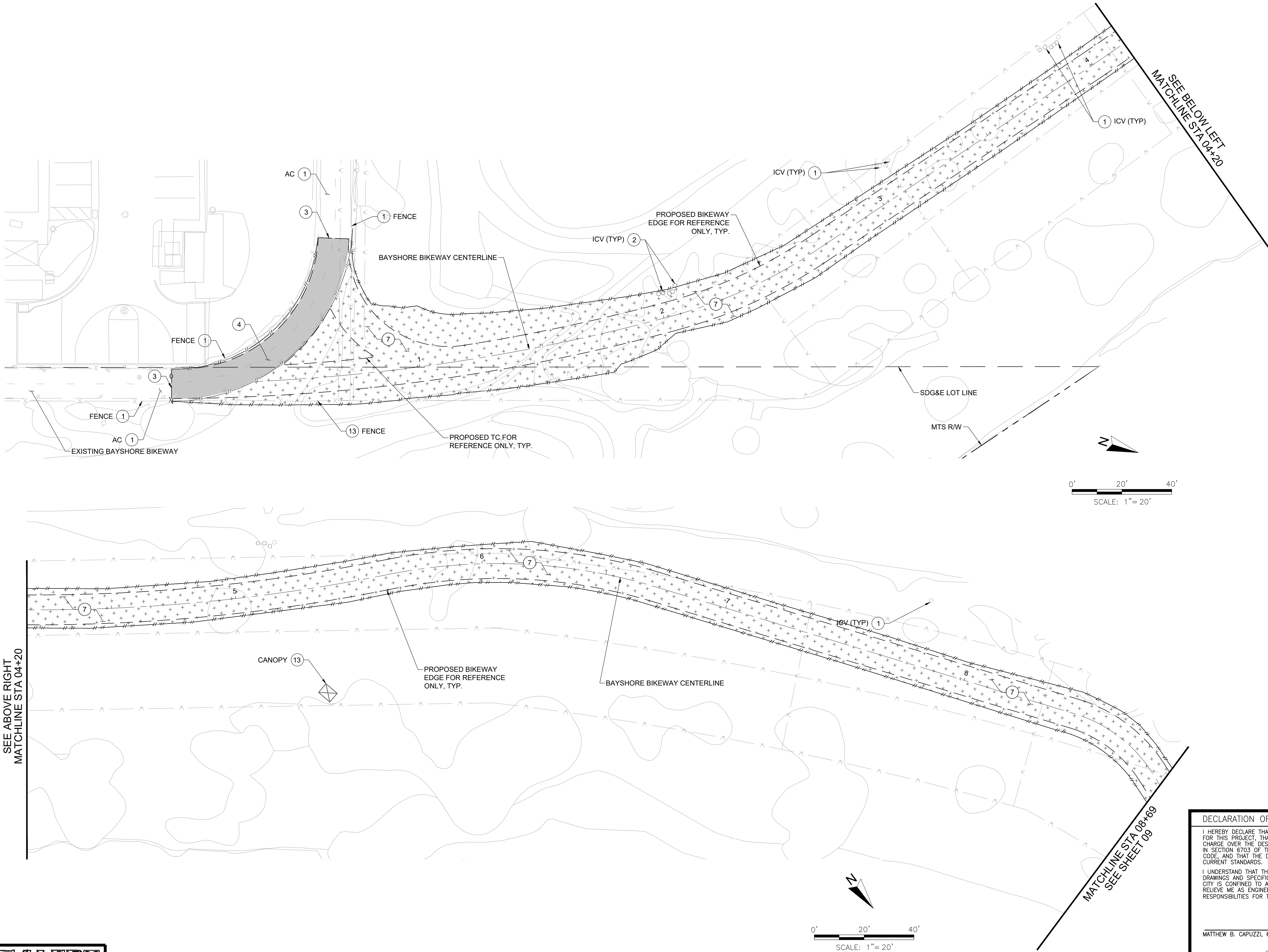
EXPORT.....2186 CY

Exhibit B

DECLARATION OF RESPONSIBLE CHARGE I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT. THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THIS PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONAL CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF THESE PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF NATIONAL CITY IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR THE PROJECT DESIGN. MATTHEW B. CAPUZZI, 69815 _____ DATE: _____		 PLANS FOR THE IMPROVEMENTS OF: BAYSHORE BIKEWAY SEGMENT 5 TITLE SHEET CITY OF NATIONAL CITY ROBERTO YANO RCE# 56292 DIRECTOR OF PUBLIC WORKS/CITY ENGINEER CIP NO.19-20 SHEET 01 OF 117 SHEETS xxxx-xx-D

Plot date: 6/13/2023 3:28:20 PM

ENGINEERING DEPARTMENT		BY		APPROVED	DATE	CONSTRUCTION SURVEYOR		GEOLOGICAL OF RECORD		CONSTRUCTION RECORDS		SURVEYOR:		BENCHMARK:	
AS-BUILT						NAME		NAME		DATE STARTED:					
REVISIONS						SIGNATURE		SIGNATURE		INSPECTOR:				HORIZONTAL CONTROL:	
										DATE COMPLETED:					



LEGEND

PROPERTY LINE	---
SAWCUT LINE	- - - - -
DAYLIGHT LINE	- / - / - / - / -



DEMOLITION NOTES

- 1 PROTECT IN PLACE
- 2 ADJUST TO FINISH GRADE
- 3 SAWCUT PER DETAIL ON SHEET 6
- 4 REMOVE EXISTING ASPHALT PAVEMENT AND BASE
- 7 REMOVE VEGETATION, DEBRIS, AND OTHER MATERIAL IN CONFLICT WITH THE PROPOSED IMPROVEMENTS
- 13 REMOVE AND DISPOSE

GENERAL NOTES

1. UNLESS OTHERWISE SHOWN ON PLANS, CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS WITHIN GRADING LIMITS AND REMOVE ALL IMPEDANCES FOR THE PROPOSED FACILITIES.
2. VERIFY THE EXISTENCE AND HORIZONTAL/VERTICAL LOCATION OF ALL UTILITIES WITHIN THE PROJECT AREA THAT MAY CONFLICT WITH THE PROPOSED CONSTRUCTION. VERIFY THAT ANY UTILITIES SHOWN TO BE RELOCATED BY OTHERS HAVE BEEN RELOCATED AND ARE NO LONGER IN CONFLICT. IMMEDIATELY NOTIFY THE ENGINEER OF ANY REMAINING UTILITY CONFLICTS PRIOR TO THE START OF ANY DEMOLITION WORK.
3. PROPOSED IMPROVEMENTS SHOWN FOR REFERENCE ONLY. SEE IMPROVEMENT PLANS FOR PROPOSED IMPROVEMENTS.
4. SEE SIGNING AND PAVEMENT MARKING PLANS FOR PAVEMENT MARKINGS, AND TRAFFIC SIGN REMOVALS, RELOCATIONS, AND NEW INSTALLATIONS.
5. SEE TRAFFIC SIGNAL PLANS FOR TRAFFIC SIGNAL EQUIPMENT REMOVALS, ADJUSTMENTS, RELOCATIONS AND NEW INSTALLATIONS.

Exhibit B

DECLARATION OF RESPONSIBLE CHARGE			
I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THIS PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONAL CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.		PLANS FOR THE IMPROVEMENTS OF:	
I UNDERSTAND THAT THE CHECK OF THESE PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF NATIONAL CITY IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR THE PROJECT DESIGN.		BAYSHORE BIKEWAY SEGMENT 5	
MATTHEW B. CAPUZZI, 69815		DEMOLITION PLANS	
DATE		CITY OF NATIONAL CITY	
		ROBERTO YANO RCE# 56292	
		DIRECTOR OF PUBLIC WORKS/CITY ENGINEER	
		DATE	
		CIP NO.19-20	
SHEET 08 OF 117 SHEETS		XXXX-XX-####D	



DIGALERT

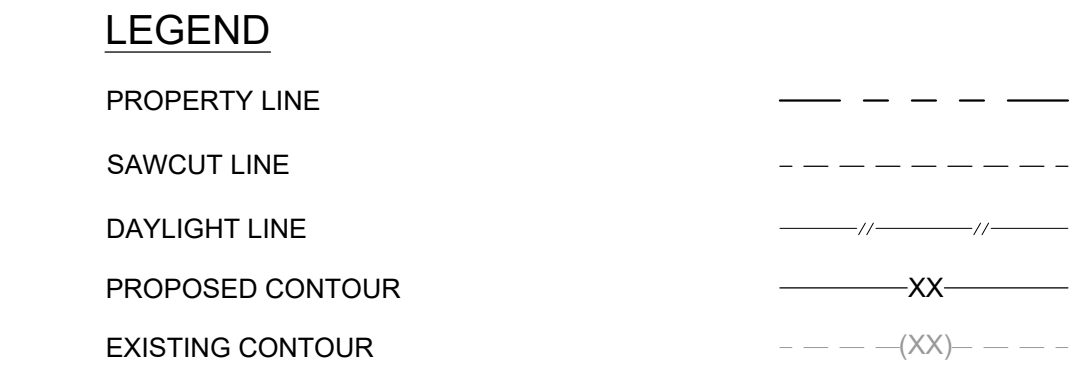
DIAL
BEFORE
YOU DIG



TWO WORKING
DAYS BEFORE
YOU DIG

TOLL FREE 1-800-227-2600

A PUBLIC SERVICE BY
UNDERGROUND SERVICE ALERT



- ## CONSTRUCTION NOTES
- (1) PROTECT IN PLACE
 - (3) REMOVE AND RELOCATE PER PLAN
 - (4) SAWCUT PER DETAIL ON SHEET 6
 - (7) CONSTRUCT BIKEWAY SECTION 4" ASPHALT OVER 6" CLASS II AGGREGATE BASE. SEE TYPICAL CROSS SECTION PER DETAIL ON SHEET 7
 - (10) CONSTRUCT 0" CURB PER DETAIL ON SHEET 6
 - (11) CONSTRUCT 6" CURB PER SDRSD G-01
 - (27) SEE PLANTING PLANS
 - (39) CONSTRUCT WOOD FENCE PER FIGURE 1 CITY OF SAN DIEGO INFORMATION BULLETIN 222, H=5'. CENTER FOOTINGS 6" OFFSET FROM EDGE OF BIKEWAY



1. VERIFY THE EXISTENCE AND HORIZONTAL/VERTICAL LOCATION OF ALL UTILITIES WITHIN THE PROJECT AREA THAT MAY CONFLICT WITH THE PROPOSED CONSTRUCTION. VERIFY THAT ANY UTILITIES SHOWN TO BE RELOCATED BY OTHERS HAVE BEEN RELOCATED AND ARE NO LONGER IN CONFLICT.
2. SEE PLANTING AND IRRIGATION PLANS FOR REMOVALS, RELOCATIONS AND/OR ADJUSTMENTS OF PLANTING AND IRRIGATION RELATED IMPROVEMENTS.
3. GRADING BEYOND BIKEWAY TO BE 2:1 UNLESS OTHERWISE NOTED.

Exhibit B

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I UNDERSTAND THAT THE CHECK OF THESE PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF NATIONAL CITY IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR THE PROJECT DESIGN.

MATTHEW B. CAPUZZI, 69815

DATE _____



PLANS FOR THE IMPROVEMENTS OF:

BAYSHORE BIKEWAY SEGMENT 5

IMPROVEMENT PLANS

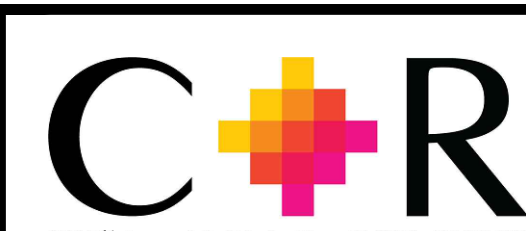
CITY OF NATIONAL CITY

ROBERTO YANO RCE# 56292
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

DATE _____

SHEET 16 OF 117 SHEETS

XXXX-XX-####



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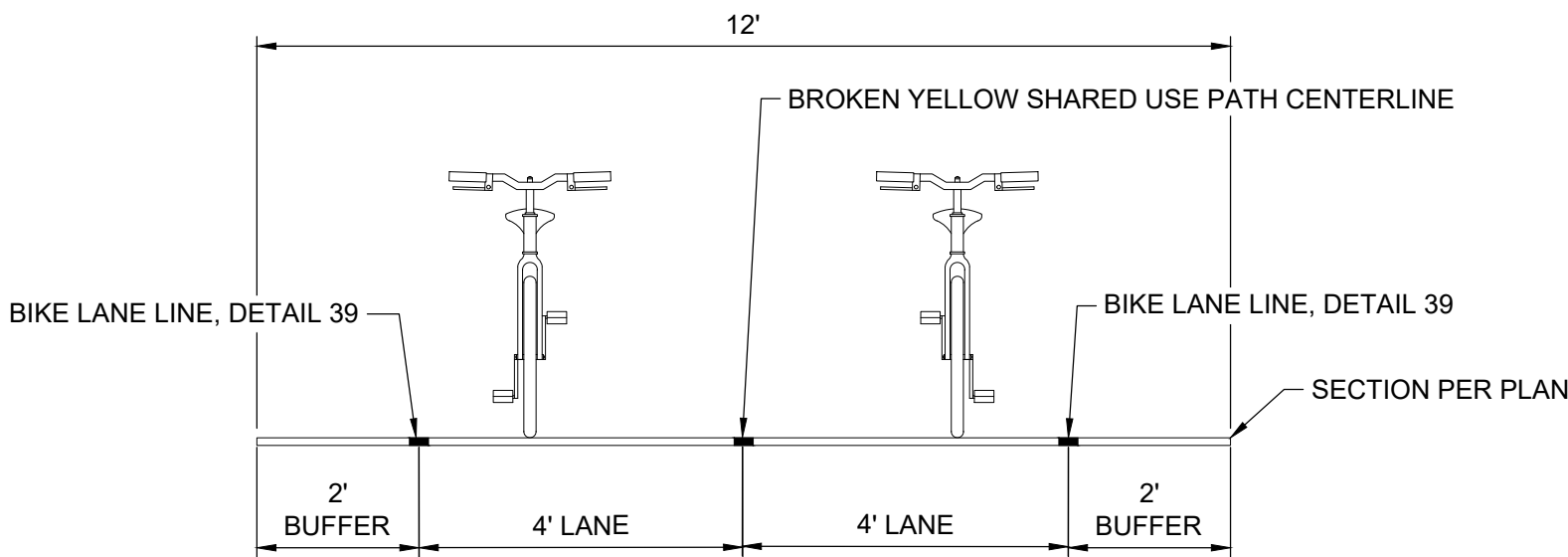
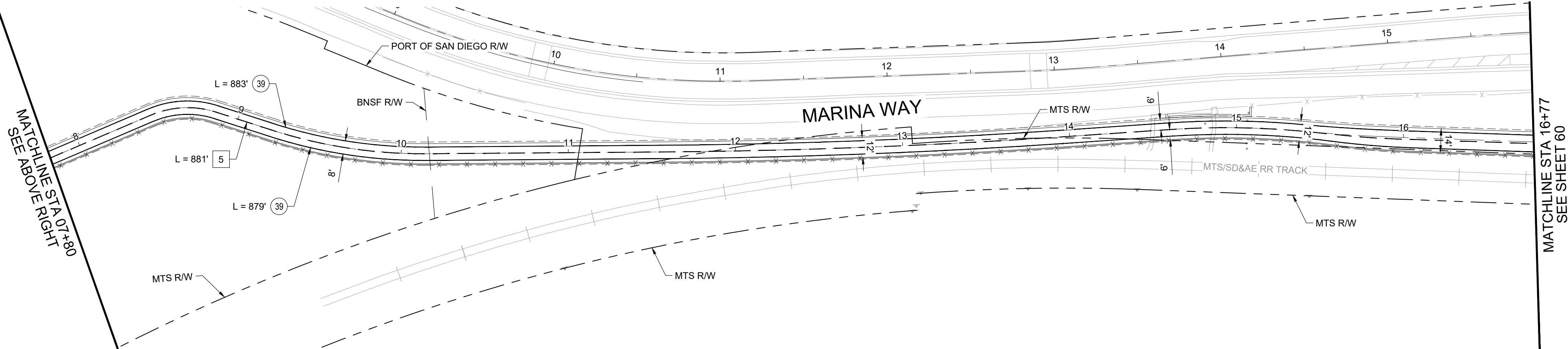
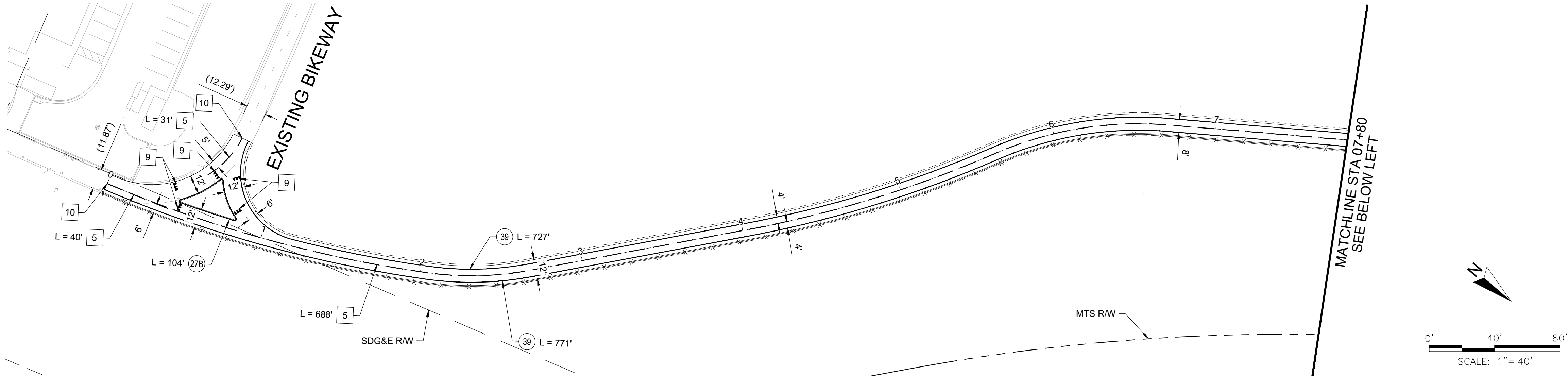
ENGINEERING DEPARTMENT	BY	APPROVED	DATE	CONSTRUCTION SURVEYOR		GEOLOGICAL OF RECORD		CONSTRUCTION RECORDS		SURVEYOR:		BENCHMARK:	
				NAME	COMPANY	SIGNATURE	NAME	COMPANY	SIGNATURE	DATE STARTED:	INSPECTOR:	DATE COMPLETED:	HORIZONTAL CONTROL:

DIGALERT

DIAL BEFORE YOU DIG

TWO WORKING DAYS BEFORE YOU DIG

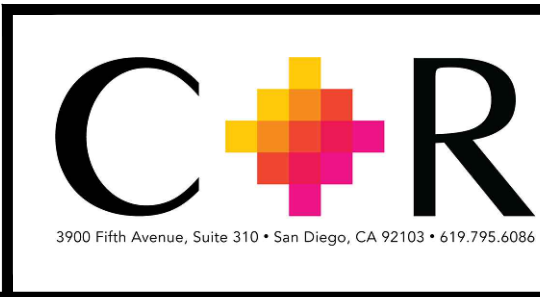
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TYPICAL CLASS 1 BIKEWAY /
PARKSPACE STRIPING SECTION

GENERAL IMPROVEMENT NOTES

- SEE TRAFFIC SIGNAL PLANS FOR REMOVAL RELOCATION AND/OR ADJUSTMENTS OF TRAFFIC RELATED IMPROVEMENTS.
- SEE PLANTING AND IRRIGATION PLANS FOR REMOVALS, RELOCATIONS AND/OR ADJUSTMENTS OF LANDSCAPE AND IRRIGATION RELATED IMPROVEMENTS.



LEGEND

- (XX') EXISTING LANE WIDTH
- XX' NEW LANE WIDTH OR LENGTH OF NEW STRIPING
- (XX) STRIPING DETAIL PER LATEST CALTRANS STANDARD PLANS

SIGNING AND MARKING NOTES

- 5 INSTALL BROKEN YELLOW SHARED USE PATH CENTERLINE PER MUTCD FIGURE 9C-2A.
- 9 INSTALL WHITE THERMOPLASTIC BICYCLE YIELDING MARKING PER DETAIL ON SHEET 53.
- 10 MATCH EXISTING STRIPING

STRIPING DETAILS

- 39 INSTALL WHITE BIKE LANE LINE (DETAIL 39) PER CALTRANS REVISED STD. PLAN RSP A20D

Exhibit B

DECLARATION OF RESPONSIBLE CHARGE		<div><div>CALIFORNIA</div><div>NATIONAL CITY</div><div>1337</div><div>INCORPORATED</div></div>	
I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THIS PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONAL CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.		PLANS FOR THE IMPROVEMENTS OF:	
I UNDERSTAND THAT THE CHECK OF THESE PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF NATIONAL CITY IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR THE PROJECT DESIGN.		BAYSHORE BIKEWAY SEGMENT 5	
MATTHEW B. CAPUZZI, 69815		SIGNING AND STRIPING PLANS	
DATE		CITY OF NATIONAL CITY	
<div><div>REGISTERED PROFESSIONAL ENGINEER</div><div>MATTHEW B. CAPUZZI</div><div>NOT FOR CONSTRUCTION</div><div>CIVIL</div><div>STATE OF CALIFORNIA</div></div>			
ROBERTO YANO RCE# 56292 DIRECTOR OF PUBLIC WORKS/CITY ENGINEER		DATE	
CIP NO.19-20			
SHEET 59 OF 117 SHEETS		XXXX-XX-####D	