

RAILROAD RIGHT-OF-WAY LICENSE

THIS RAILROAD RIGHT-OF-WAY LICENSE (LICENSE), made this _____ day of _____ 20__ (the "COMMENCEMENT DATE"), between the San Diego Metropolitan Transit System (MTS) (hereinafter referred to as "LICENSOR") and the City of National City (hereinafter referred to as "LICENSEE").

WITNESSETH, that LICENSOR and LICENSEE, for valuable consideration receipt of which is hereby by acknowledged covenant and agree as follows:

1. LICENSOR hereby licenses LICENSEE to use, subject to the rights and easements hereinafter accepted and reserved and upon the terms and conditions hereinafter set forth, the PREMISES, located within the RIGHT-OF-WAY EASEMENT granted to LICENSOR by the UNITED STATES OF AMERICA in document number 2013-07336968 recorded at the San Diego County Recorder's Office on December 23, 2013, as is more particularly depicted on Exhibit "A", Exhibit "B", and Exhibit "C", attached hereto and made a part hereof, for the exclusive purpose of the following improvements (collectively referred to as the "IMPROVEMENTS") and uses:

Construction, use, operation, maintenance, repair and ownership of battery powered shuttle vehicles, charging stations, solar array shade structure, fence, underground electrical lines, and appurtenances, that crosses within the LICENSOR'S right-of-way. Said crossing shall be in accordance with Public Utilities Commission of the State of California, OSHA regulations, and AREMA standard specifications and for uses normally incident to that purpose.

LICENSEE shall not use or actively permit the PREMISES to be used for any other purpose whatsoever, without the prior written consent of LICENSOR.

2. LICENSEE shall, at its own cost and subject to the supervision and control of LICENSOR'S appointed representative, construct and maintain the IMPROVEMENTS in such a manner and of such material that it will not at any time be a source of danger or interference with the present or future operation of any facilities owned and/or operated by LICENSOR or with LICENSOR'S PREMISES.
3. LICENSEE shall reimburse LICENSOR for any expenses reasonably incurred by LICENSOR for false work to support Licensor's tracks and for flagman to protect its traffic during installation of the IMPROVEMENTS and for any and all other expense incurred by Licensor on account of the IMPROVEMENTS.
4. LICENSEE agrees to indemnify, defend and hold harmless LICENSOR and its board, officers, directors, agents, employees, and San Diego & Imperial Valley Railroad (collectively referred to as "MTS INDEMNITEES"), from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including, but not limited to, third party claims, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the MTS INDEMNITEES arising out of or connected with the acts or omissions of LICENSEE under this License, the maintenance by LICENSEE of any device or appurtenance implemented under this License, and any negligent acts or omissions on the part of the LICENSEE, its officers, agents, contractors, sub-licensees,

employees or invitees. LICENSEE shall not be held liable nor have indemnification obligations where related to the negligence or willful misconduct by MTS Indemnitees.

LICENSOR agrees to indemnify, defend and hold harmless LICENSEE from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including, but not limited to, third party claims, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the LICENSEE arising out of or connected with any negligent acts or omissions on the part of the LICENSOR, their boards, officers, agents, contractors, employees or invitees.

In the event of any acts or omissions of concurrent negligence which results in the filing of a demand, claim, or complaint against the parties, each party shall defend and represent itself such that each party shall bear its own costs and attorneys' fees.

Neither LICENSOR nor LICENSEE shall be liable for any consequential, indirect, special or punitive damages.

5. LICENSEE shall, at LICENSEE'S own cost and expense, promptly secure (after execution of this License) and maintain during the entire term of this License a broad form of commercial general liability insurance acceptable to LICENSOR and issued by an entity authorized to issue liability insurance in California, insuring LICENSEE and LICENSOR as an additional insured against loss or liability caused by or connected with LICENSEE'S occupation and use of the right-of-way under this License. Coverage shall be provided on an Insurance Services Office (SIO) coverage form CG0001, edition date 10/01 or later. In addition, an endorsement (such as a CG 24 17) shall be required demonstrating that the standard railroad exclusionary language has been removed as applicable.

Minimum coverage limits shall be in the amounts of:

Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) aggregate for property damage, personal injury to or death to one or more persons as a result of any accident or incident.

LICENSEE will include the contract number on all insurance-related correspondence, i.e., the insurance certificate itself.

All policies required shall be issued by companies authorized to do business in the State of California and hold a current policyholder's alphabetic and financial-size category rating of not less than A-VI, in accordance with A.M. Best.

All policies and coverage's shall contain a provision for 30 days written notice by the Insurer(s) to MTS Contracts Specialist of any cancellation of coverage. A ten-day notice is required for non-payment of premium. Licensee will provide 30 days written notice for any material reduction of coverage required under this Agreement.

All such policies shall include the San Diego Metropolitan Transit System (MTS), San Diego Trolley, Inc. (SDTI), San Diego and Arizona Eastern Railway (SD&AE), San Diego and Imperial Valley Railroad (SD&IV), and the San Diego Transit Corporation (SDTC), their directors, officers, agents and employees as additional insureds as their interests may

appear. An additional insured endorsement shall be attached to the certificate of insurance substantiating that these agencies have been added as additional insureds.

LICENSEE Agrees that all general liability coverages required under this insurance section are PRIMARY and that any insurance of MTS, SDTI, SD&AE, SD&IV, and SDTC shall be excess and noncontributory (endorsement required) with respect to the negligent acts of LICENSEE.

6. The LICENSEE shall, within one hundred and twenty (120) days after receiving written notice from LICENSOR, relocate the IMPROVEMENTS constructed pursuant to this License if LICENSOR determines that the IMPROVEMENTS interfere with LICENSOR'S current or future use of its property for public transit purposes. The IMPROVEMENTS may be relocated within LICENSOR'S right-of-way if it is feasible to do so. The expense of relocating the IMPROVEMENTS shall be borne by LICENSEE. LICENSEE shall have the right to terminate this LICENSE in the event that LICENSOR requires any relocation.
7. If at any time LICENSEE fails or refuses to comply with or carry out any or all of the covenants herein, LICENSOR may, at its election, revoke this LICENSE upon one hundred and twenty (120) days written notice to LICENSEE, if LICENSEE has not cured or commenced to cure such breach within thirty (30) days of its receipt of written notice from LICENSOR specifying the nature of the breach.
8. THIS LICENSE is given by LICENSOR and accepted by LICENSEE upon the express condition that the same may be terminated at any time by either party upon one hundred and twenty (120) days' notice in writing to be served upon the other party, stating therein the date that such termination shall take place, and that upon the termination of this LICENSE in this or any other manner herein provided, LICENSEE, upon demand of LICENSOR, shall remove its IMPROVEMENTS and restore the right-of-way used by LICENSEE and any other IMPROVEMENTS or facilities within said right-of-way whether owned by LICENSOR or others, if damaged by LICENSEE, to their original condition in which they were prior to the installation of the IMPROVEMENTS. In case LICENSEE fails to restore LICENSOR'S right-of-way and improvements or facilities as aforementioned within three (3) months after the effective date of termination, LICENSOR may proceed with such work at the expense of LICENSEE. No termination hereof shall release LICENSEE from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions, or events happening prior to the date the IMPROVEMENTS are removed and the right-of-way of LICENSOR restored as above provided.
9. In the case of eviction of LICENSEE by anyone owning or obtaining title to the right-of-way on which the IMPROVEMENTS are located, or the sale or abandonment by LICENSOR of said right-of-way, LICENSOR shall not be liable to LICENSEE for any damage of any nature whatsoever or refund any payment made by LICENSEE to LICENSOR hereunder.
10. All notices to be given hereunder shall be given in writing, by depositing same in the United States mail duly registered or certified, with postage prepaid, and addressed to the LICENSEE or LICENSOR as the case may be at the addresses shown on the signature page hereof, or addressed to such other address as the parties hereto may from time to time designate.
11. In the event that two or more parties execute this instrument as LICENSEE, all the covenants and agreements of LICENSEE in this License shall be the joint and several covenants and agreements of such parties.

12. All the covenants and provisions of this instrument shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the parties to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto, but no assignment hereof by LICENSEE, its successors, legal representatives or assigns, or any subsequent assignee, shall be binding upon LICENSOR without the written consent of LICENSOR in each instance. Notwithstanding the foregoing, LICENSEE shall have the right to assign this LICENSE to its parent, subsidiaries or affiliates or those of its parents, without the necessity of obtaining LICENSOR's prior consent. Other than the foregoing, LICENSOR understands that LICENSEE may sell or otherwise transfer its property during the term of this License and is agreeable to such assignment or transfer, subject to LICENSOR'S written consent. Such written consent shall not be unreasonably withheld.
13. Any work performed on LICENSOR'S right-of-way by LICENSEE or LICENSEE'S contractor shall be done in a satisfactory workmanlike manner and, except for maintenance or repair work, in accordance with plans and specifications approved by LICENSOR, such approval shall not be unreasonably withheld or delayed, and no work (other than maintenance and repair work) shall be permitted until said plans and specifications have been approved by LICENSOR, such approval shall not be unreasonably withheld or delayed.
14. LICENSEE and its contractors, shall obtain a valid RIGHT OF ENTRY permit (Permit), in substantially the same form as Exhibit "D", from LICENSOR as a part of this License prior to entering upon LICENSOR'S right-of-way at any time whether to install, inspect, maintain, replace, or remove the IMPROVEMENTS and shall comply with the terms, conditions, and requirements of said Permit, including the insurance requirements, as a part of this License. LICENSOR shall timely process any applications required to obtain a Permit and shall not unreasonably deny or delay the issuance of any such Permit.

THIS LICENSE DOES NOT GRANT UNLIMITED ACCESS TO LICENSOR'S RIGHT-OF-WAY. FAILURE TO OBTAIN AND COMPLY WITH THE REQUIREMENTS OF A VALID PERMIT WILL BE SUFFICIENT REASON FOR LICENSOR TO TERMINATE THIS LICENSE.

15. This License shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this License, the action shall be brought in a state or federal court situated in the County of San Diego, State of California
16. It is an express condition of this license that said license shall not be complete or effective until signed by LICENSEE'S authorized designee on behalf of LICENCEE, and by LICENSOR.
17. The LICENSE is subject to the RIGHT-OF-WAY EASEMENT granted to LICENSOR by the UNITED STATES OF AMERICA in document number 2013-07336968 recorded at the San Diego County Recorder's Office on December 23, 2013 (Exhibit "E"). Nothing in this LICENSE modifies the RIGHT -OF-WAY EASEMENT.
18. Upon termination of this LICENSE, LICENSOR and LICENSOR may negotiate transfer of ownership of the IMPROVEMENTS from LICENSE to LICENSOR, subject to LICENSOR'S express written approval, at LICENSOR'S sole discretion. Nothing in this section relieves LICENSEE'S duty to remove IMPROVEMENTS and restore the PREMISES.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed by and through their respective duly authorized representatives on the date written below their signatures.

LICENSOR

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Signature: _____

Name: Sharon Cooney

Title: Chief Executive Officer

Date: _____

LICENSEE

Signature: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

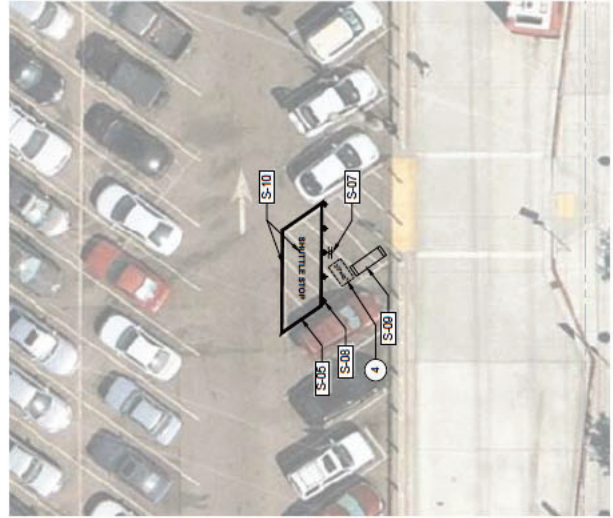
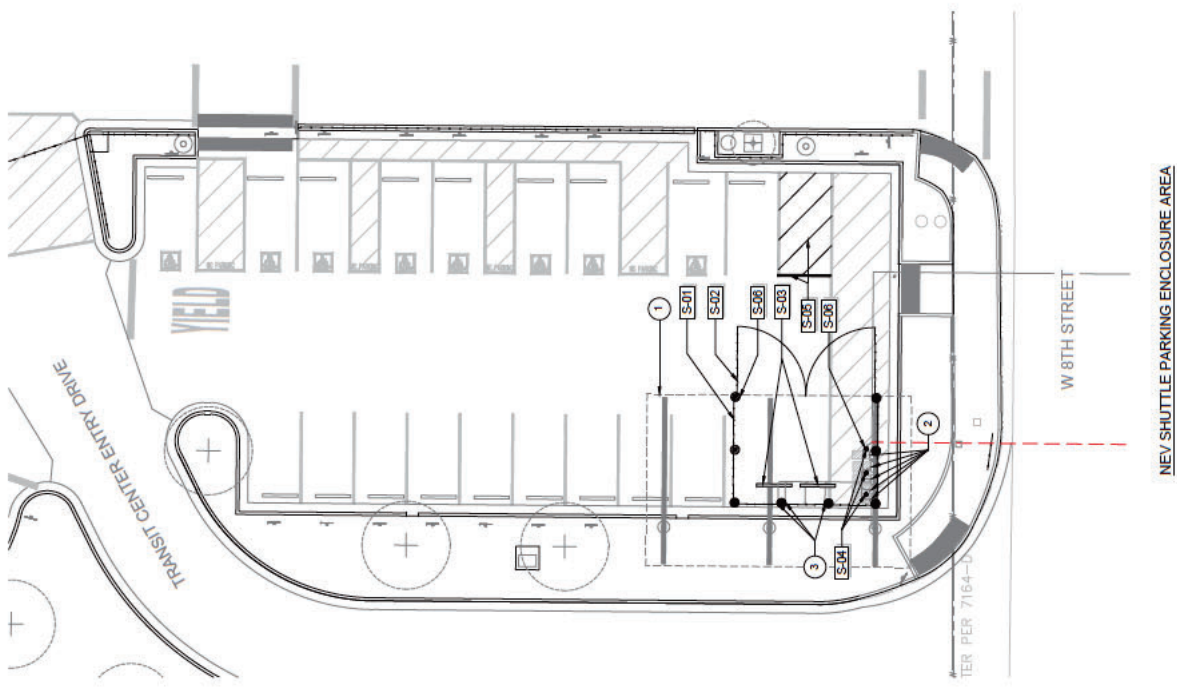
By: _____

Karen Landers, General Counsel

- Attachment: Exhibit "A" – Location
Exhibit "B" – Use Area
Exhibit "C" – Rendering
Exhibit "C" – Right of Entry Permit
Exhibit "D" – Right-of-Way Easement

EXHIBIT A

ENGINEERING DEPARTMENT	REVISIONS	AS-BUILT
BY APPROVED DATE		
NAME COMPANY	NAME COMPANY	NAME COMPANY
SIGNATURE	SIGNATURE	SIGNATURE
CONSTRUCTION SURVEYOR	GEOTECHNICAL ENGINEER OF RECORD	
DATE STARTED:	INSPECTOR:	DATE COMPLETED:
BENCHMARK: A STANBRO 2" BRASS CISK STAMPED 220 1877	SURVEYED ON 07/16/2019	HORIZONTAL CONTROL: BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM NAD 83 ZONE 14, BEARING POINT NUMBERS 1232 AND 2045 AS SHOWN ON RGS 14482.
SURVEYOR: SAMPO ENGINEERING INC.		



NEW SHUTTLE DROP-OFF AREA



KEY MAP - NOT TO SCALE

CONSTRUCTION LEGEND (FULL LEGEND ON LC2.0)			
KEY	SYMBOL	DESCRIPTION	DETAIL
S-01	[Symbol]	NEW ENCLOSURE FENCING W/ SIGN	1/LC3.0
S-02	[Symbol]	NEW ENCLOSURE DOUBLE SWING GATE W/ SIGN	1/LC-4.0
S-03	[Symbol]	RELOCATED WHEEL STOP	2/LC-4.0
S-04	[Symbol]	STEEL PIPE BOLLARD	3/LC-4.0
S-05	[Symbol]	PARKING STRIPING	1/LC-5.0
S-06	[Symbol]	ASPHALT REPLACEMENT AT ENCLOSURE POSTS AND BOLLARDS	
S-07	[Symbol]	NEW DROP-OFF SIGN	2/LC-5.0
S-08	[Symbol]	FLEXIBLE DELINEATOR POST	3/LC-5.0
S-09	[Symbol]	BENCH	4/LC-5.0
S-10	[Symbol]	NEW DROP-OFF AREA STRIPING	4/LC-5.0

SHEET KEYNOTES	
KEY	DESCRIPTION
1	SHADE SHELTER WITH SOLAR PANELS, SEE STRUCTURAL ENGINEERS DRAWINGS.
2	ELECTRICAL EQUIPMENTS AND WIRES, SEE ELECTRICAL DRAWINGS.
3	NEW CHARGERS, REFER TO ELECTRICAL PLAN.
4	ADA COMPANION SEATING AREA

GRAPHIC SCALE IN FEET: 0, 5, 10, 15, 20
 (1" SCALE IF AT 24" X 36")

ktu2
 KATAKORAN TRAFFIC & TRANSPORTATION
 LANDSCAPE ARCHITECTURE
 1000 W. 12TH STREET, SUITE 100
 SAN JOSE, CA 95128
 WWW.KTUA.COM

NATIONAL CITY
 PLANS FOR THE IMPROVEMENTS TO
 CMO MOBILITY HUB
 CONSTRUCTION PLAN
 CITY OF NATIONAL CITY

DATE: _____
 SHEET: _____ OF _____
 PROJECT: LC-1.0
 DRAWING NO: XXXXX-XX-D

EXHIBIT B

Construction Staging (Temp 2,000 sf)

Construction Area (1,700 sf)

Use Area (900 sf)

ATP Construction Footprint (2,000 sf)

Underground Conduit for Service (125 LF)



SITE AREA USE

for the 8th Street Trolley Mobility Hub

80 ft

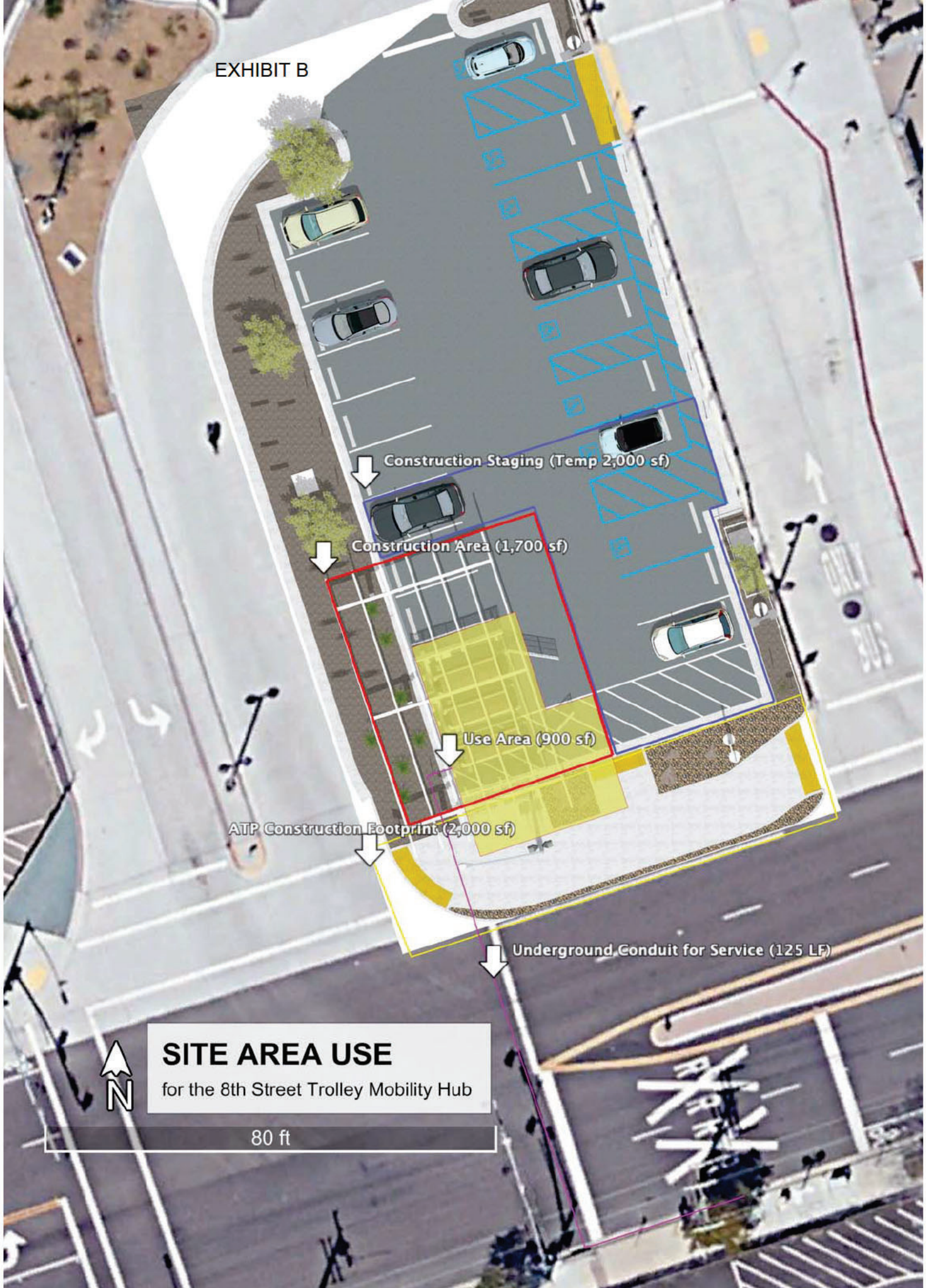


EXHIBIT C



EXHIBIT D

METROPOLITAN TRANSIT SYSTEM
AND SAN DIEGO AND ARIZONA EASTERN RAILWAY COMPANY

RIGHT OF ENTRY PERMIT

1. Permission is hereby granted by the San Diego Metropolitan Transit System (MTS), a California Public Agency, and/or the San Diego and Arizona Eastern Railway Company, Inc. (SD&AE) (hereinafter called "MTS"), to **[PERMITEE NAME]** (hereinafter called "Permittee") to enter upon MTS and/or SD&AE property (as shown on the project site plans attached hereto and made a part thereof) for the purposes of **[accessing MTS property], more particularly described in Exhibit A.**

This permission is granted with the understanding that the Permittee agrees to release MTS, SD&AE, and its contract operator(s) San Diego Trolley, Inc. (SDTI) and San Diego and Imperial Valley (SD&IV) Railroad, and San Diego Transit Corporation (SDTC) from any liability arising out of Permittee's operations under this agreement. Furthermore, Permittee agrees to assume responsibility for any damages caused by reason of Permittee's operations under this agreement and will, at SD&AE's and/or MTS's option, either repair or pay for such damage.

2. Prior to beginning work, Permittee shall have provided MTS with satisfactory certification by a properly qualified representative of the Insurer(s) that the Permittee's insurance complies with this section.

Permittee shall include the MTS Document number and/or brief description of project including type of construction and location on all insurance-related correspondence, i.e., the insurance certificate itself.

All policies required shall be issued by companies who are licensed to do business in the State of California and hold a current policyholder's alphabetic and financial-size category rating of not less than A-VI, in accordance with A.M. Best.

MTS reserves the right to stop Permittee work in the event of material noncompliance with the insurance requirements outlined in this Section. MTS utilizes the services of a third party insurance monitoring company. Upon request, Permittee agrees to submit any required insurance policies to the third party monitoring company of MTS choosing.

A. COVERAGE REQUIRED - ALL PERMITS

(1) Liability

- (a) Commercial General Liability. At all times during this contract and, with respect to Products and Completed Operations Liability, for 12 months following the acceptance of the work by MTS, Permittee agrees to maintain Commercial General Liability Insurance for bodily injury and property damage in an occurrence form and with insurance companies acceptable to MTS. Commercial General Liability Insurance must include coverage for the following:

- Premises/Operations Liability
- Per Project Aggregate
- Products/Completed Operations Liability
- No Explosion, Collapse, and Underground (XCU) exclusion

- Contractual Liability, with respect to this agreement
- Personal Injury Liability
- Broad Form Property Damage
- Independent Contractors

All such policies shall name in the endorsement as additional insureds the following entities including their directors, officers, agents, and employees as their interests may appear:

- San Diego Metropolitan Transit System (MTS)
- San Diego Trolley, Inc. (SDTI),
- San Diego and Arizona Eastern Railway (SD&AE),
- San Diego and Imperial Valley Railroad (SD&IV), and
- San Diego Transit Corporation (SDTC)

- (b) Automobile Liability. At all times during this contract, Permittee agrees to maintain Automobile Liability Insurance for bodily injury and property damage including coverage for all owned, nonowned, and hired vehicles.
- (c) Workers' Compensation/Employer Liability. At all times during this contract, Permittee agrees to maintain Workers' Compensation and Employers' Liability Insurance in compliance with the applicable statutory requirements.

B. ADDITIONAL COVERAGES REQUIRED (AS INDICATED)

- (1) Railroad Protective or Equivalent
Any exclusions relating to performance of operations within the vicinity of any railroad, bridge, trestle, track, roadbed, tunnel, underpass, or crossing must be deleted from insurance policies by endorsement. Purchase separate Railroad Protective Liability Policy as deemed necessary by MTS.
- (2) Pollution Liability
At all times during this contract, and for 24 months following, Permittee agrees to maintain Pollution Legal Liability Insurance with respect to services or operations under this agreement. The extended discovery period must be no less than 24 months.
- (3) Professional Liability
At all times during this contract, and for 24 months following, Permittee agrees to maintain Professional Legal Liability Insurance with respect to services or operations under this agreement. The extended discovery period must be no less than 24 months.
- (4) Primary and Non-Contributory Insurance
Permittee agrees that all general liability coverages required under this insurance section are PRIMARY insurance and that any insurance of MTS, SDTI, SD&AE, SD&IV, and SDTC shall be excess and noncontributory (endorsement required).

C. MINIMUM POLICY LIMITS REQUIRED

	Combined Single Limit (CSL)
Commercial General Liability (Per Occurrence)	<u>\$2,000,000</u>
General Aggregate	<u>\$4,000,000</u>
Automobile Liability	<u>\$2,000,000</u>
Worker's Compensation Employer's Liability	<u>\$1,000,000</u>

Additional Coverages (as indicated under Section B, Additional Coverages Required):

- B (1) Railroad Protective \$3,000,000 Per Occurrence/\$6,000,000 Aggregate
- B (2) Pollution Liability \$2,000,000 Per Occurrence/\$2,000,000 Aggregate
- B (3) Professional Liability \$1,000,000 Per Occurrence/\$2,000,000 Aggregate

D. POLICY PROVISION REQUIRED

All policies and coverages shall contain a provision for 30 days' written notice by the Insurer(s) to MTS Contracts Specialist of any cancellation or material reduction of coverage. A ten-day notice is required for non-payment of premium.

E. SPECIAL PROVISIONS

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Permittee, and any approval of said insurance by MTS, SDTI, SD&AE, SD&IV, and SDTC, or their insurance Contractor(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Permittee pursuant to this agreement, including but not limited to the provisions concerning indemnification.

3. Permittee shall at all times, defend, indemnify, and save harmless MTS against, and pay in full, all loss, damage, or expense, including attorney's fees, that MTS may sustain, incur, or become liable for, resulting in any manner from Permittee's construction, maintenance, use, state of repair, or presence of Permittee's facilities and all necessary and proper fixtures and equipment for use in connection therewith, including any such loss, damage, or expense arising out of (a) loss of or damage to property and (b) injury to or death of persons, excepting any loss, damage, or expense and claims for loss, damage, or expense resulting from the negligence or willful act of MTS, its contractors, officers, agents, or employees.

4. The following condition(s) apply to all work:

- A. Permittee agrees to coordinate on a daily basis a reasonable access to all MTS/SD&AE facilities with contract operator SDTI. Trolley operations are generally from the hours of 4:00 a.m. to 2:00 a.m. the following day.

- B. Permittee agrees to restore all facilities, improvements, landscaping, etc., to their original condition by the completion of work.
- C. Permittee agrees that no work by itself or its authorized agent will interfere with Railroad/Trolley operations.
- D. Permittee shall deposit with MTS the sum of **[XXXXX dollars (\$XXXX)]** representing the total non-refundable permit fee in connection with the work. The total includes a seven hundred and fifty dollar (\$750) application fee and **[XXXXX dollars (\$XXXX)]** for estimated costs incurred per Section 4.J, excluding the costs for flagging and traction power removal, project consultant engineering oversight, plan review, inspection, and safety training.
- E. Permittee shall notify and submit work plan in writing to MTS Right of Way Engineer at email: mtsrow@sdmts.com Tel. (619) 557-4520 for review and at least fifteen (15) business days prior to the date to start work to arrange preconstruction meeting, review work plan, procedures and possible facility conflicts in the vicinity of the proposed work. No work shall begin without holding the preconstruction meeting and approved work plan. Permittee shall provide written notice within 24 hours after completion of work.
- F. Permittee shall obtain approval from MTS/SDTI upon completion of work that all facilities have been restored to original or better condition. Permittee shall submit in writing a notice of completion of work per Section 4.E when work is completed in the right-of-way.
- G. Permittee shall maintain, at Permittee's expense, competent flagmen to protect and control movement of vehicles, public and equipment of Permittee while upon MTS's premises. Work that involves personnel or equipment within fifteen (15) feet of any active track, or as deemed necessary by SDTI Operations, must have an SDTI-supplied rail flagperson for the duration of the work. A Flagperson/Right-of-Way Work Request form must be submitted to SDTI a minimum of three (3) business days prior to the beginning of work and will be billed directly to the Permittee by SDTI and is not included in the fee per Section 4.D.
- H. Permittee shall not store equipment, tools, and materials within fifteen (15) feet from any operable track. No vehicular crossing over MTS's tracks shall be installed or used by Permittee without prior written permission of MTS.
- I. Permittee shall remove all of Permittee's tools, equipment, and materials from railroad premises promptly upon completion of work, restoring railroad premises to the same state and condition as when Permittee entered thereon.
- J. Permittee shall reimburse MTS for all cost and expenses incurred by MTS in connection with the work, plan review and approval, and permit processing

including without limitation the expense of project consultant oversight, furnishing such inspectors, watchmen, flagmen and as MTS deems necessary, and restoration of MTS's property to the same condition as when Permittee entered thereon, or a condition satisfactory to MTS's representative. MTS Rail Safety Training will be billed directly to the Permittee by MTS and is not included in the fee per Section 4.D.

- K. Permittee shall perform all work in accordance with applicable California Public Utilities Commission, OSHA regulations, MTS LRT and American Railway Engineering and Maintenance Association (AREMA) Design Criteria, MTS/SDTI rail operation procedures and safety policies. Reflective orange safety vest and hard hat shall be worn at all times within the right-of-way.
- L. A power shutdown may be necessary for the work. Permittee shall submit the attached Red Tag/Traction Power Removal Request form to SDTI at least three (3) business days prior to the start of work. Power shutdowns shall only be allowed during non-operating Trolley hours and will be billed directly to the Permittee by SDTI and is not included in the fee per Section 4.D.
- M. Permittee shall maintain safe pedestrian access to all trolley platforms and bus stops at all times. A minimum five-foot-wide accessible pedestrian path through the construction site shall be maintained at all times. The construction boundary shall consist of, OSHA plastic mesh, or approved equal. Yellow caution tape is not acceptable.
- N. Permittee shall provide MTS upon request with a set of as-built plans signed by a licensed engineer in the State of California and various project files submitted in electronic pdf file format within thirty (30) days of work acceptance by MTS.
- O. Permittee shall maintain a copy of the executed right of entry permit at the site during this work.
- P. Permittee shall contact and schedule at Permittee's expense Dig-Alert at Tel. (800) 422-4133 and Cable Pipe and Leak ("CPL") at Tel. (619) 873-1530 prior to any excavation in the Right of Way. Permittee shall notify MTS Right of Way Engineer and submit rail flagging request form three (3) business days prior to coordinate SDTI utility markout request. SDTI personnel shall accompany CPL for any markout of Trolley facilities.
- R. Permittee must comply with the most current version of the State's Construction General Permit, State Water Resources Control Board Order NPDES No. CAS000002, if applicable to the work and must install, implement, and maintain industry standard best management practices (BMPs) to minimize the discharge of pollutants to any municipal separate storm sewer system during all work authorized by this permit, including but not limited to BMPs in MTS's Construction BMP Manual.

S. Permittee shall comply with the following special conditions:

5. This permission is non-transferable and shall remain in force until **[MONTH DAY, YEAR]**. MTS reserves the right to suspend and/or terminate this permission at any time.

SAN DIEGO
METROPOLITAN TRANSIT SYSTEM

[PERMITEE NAME]

_____ Date _____

Sharon Cooney
Chief Executive Officer

_____ Date _____

Name: _____

Title: _____

[PERMITEE ADDRESS]

Attachment(s): Exhibit A-Site Map
MTS Application No. **[XXXXXXX]**

Exhibit A

EXHIBIT E

**Recording Requested By:
And When Recorded Mail To:**

San Diego Metropolitan Transit System
Attn: Manager of Real Estate Assets
1255 Imperial Avenue, Ste. 1000
San Diego, CA 92101-7490

THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON DEC 23, 2013
DOCUMENT NUMBER 2013-0733968
Ernest J. Dronenburg, Jr., COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE
TIME: 3:10 PM

Space above this line is reserved for Recorder's use only

GRANT OF EASEMENT

NO RECORDING FEE IS REQUIRED, Section 6103 of the California Code.

RS.
NO DOCUMENT TAX IS DUE, Section 11922 of the California Revenue and Taxation Code.

THIS PAGE WAS ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

All correspondence pertaining
to this Easement should include
reference to N6247313RP00148

Prepared by Department of the Navy
Naval Facilities Engineering Command,
Southwest
1220 Pacific Highway
San Diego, CA 92132-5190

GRANT OF EASEMENT

THIS INDENTURE, made this 5th day of December, 2013, between the UNITED STATES OF AMERICA, the grantor, hereinafter called the GOVERNMENT, represented by the Commanding Officer, Naval Facilities Engineering Command, Southwest, acting by and through the Secretary of the Navy, and San Diego Metropolitan Transit System, hereinafter called the GRANTEE.

WHEREAS, the GOVERNMENT owns that certain real property identified as those portions of Blocks 199 and 200 and of Taft Avenue (vacated), Sixth Street (vacated), and Seventh Street (vacated), of the map of National City according to map thereof No. 348 filed October 2, 1882, located in Naval Base San Diego, CA, hereinafter called the Installation; and

WHEREAS, the GRANTEE has requested an easement for the construction, installation, operation, maintenance, repair, and replacement of a bus terminal, which will be used by the GRANTEE on, in, through, under, upon, across and over that portion of the Installation hereinafter described; and

WHEREAS, the Secretary of the Navy has found that the granting of such an easement on the terms and conditions hereinafter stated is not incompatible with the public interest;

NOW THEREFORE, this INDENTURE witnesseth that, in consideration of \$ 0 DOLLARS paid by the GRANTEE, the receipt of which is hereby acknowledged, the GOVERNMENT, pursuant to the authority of 10 U.S.C. Section 2668, hereby grants to the GRANTEE and its successors and assigns, (for a period of 25 years from the date hereof), an easement for the construction, installation, operation, maintenance, repair, and replacement of a bus terminal, such easement being on, in, through, under, upon, across and over that portion of the Installation hereinafter called the PREMISES, containing 2.198 acres, more or less and more specifically described in Exhibit "A", attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following terms and conditions, which GRANTEE, by its acceptance hereof, specifically agrees to and consents to be bound by:

1. CONSIDERATION. Credit is allowed against the fair market value of this easement. As such, no consideration shall be collected.
2. ACCESS BY GRANTEE. The GOVERNMENT grants to the GRANTEE the right to use the PREMISES, together with the necessary rights of ingress and egress authorized by the Installation Commanding Officer. The GRANTEE and its invitees and contractors agree to absorb all costs, including time and expenses, associated with gaining access to the Installation under the RAPIDGATE or similar program. Any parking that accompanies the use of, and any routes of access to and from, the PREMISES are subject to change at the sole discretion of the Installation Commanding Officer.
3. USE BY GOVERNMENT. The GOVERNMENT may use the PREMISES of this Easement for any purpose that does not unreasonably interfere with the use and enjoyment by the GRANTEE of the rights granted by this Easement.
4. SUBJECT TO EXISTING AND FUTURE EASEMENTS. This Easement is granted subject to all other existing easements, if any, of public record, and to such utility lines, roadways, or other improvements as may now be located on, over, or under the PREMISES. This Easement is subject to all existing easements, all other outstanding rights, recorded and unrecorded, and to all such utility lines, roadways, or other improvements as may be located on, in, under, across, through and over the PREMISES, and to the right of the GOVERNMENT to grant such additional easements and rights of way on in, under, across, through and over the PREMISES as it shall determine to be in the public interest, provided that such additional easements and rights of way will not unreasonably interfere with the GRANTEE's use of the PREMISES in accordance with this Easement.
5. APPROVAL OF PLANS. All work performed by the GRANTEE, its agents, or contractors in connection with the construction, installation, operation, maintenance, repair, and replacement of the bus terminal shall be done without cost or expense to the GOVERNMENT and in accordance with plans previously approved by the Real Estate Contracting Officer, Naval Facilities Engineering Command, Southwest or his/her designated local representative.
6. RESTORATION. Upon completion of any work performed in or upon the PREMISES, GRANTEE, as its own expense, shall remove all equipment and unused or surplus materials, if any, and shall restore the PREMISES to the same, or as good a condition as existed prior to the initiation of such work, and in a manner satisfactory to the GOVERNMENT as determined by the Real Estate Contracting Officer, Naval Facilities Engineering Command, Southwest, or his/her designated local representative.
7. PROTECTION AND MAINTENANCE OF PREMISES. The GRANTEE, at its own cost and expense, shall maintain the PREMISES and the bus terminal in

good condition at all times and shall promptly make all repairs that may be necessary for the preservation of the condition of the PREMISES and the continued operation and maintenance of the bus terminal.

8. DAMAGE TO THE PREMISES. GRANTEE, at its expense, shall repair or restore any damage to GOVERNMENT property that may occur during the construction, operation, maintenance, repair and replacement of the bus terminal in a manner satisfactory to the GOVERNMENT as determined by the Real Estate Contracting Officer, Naval Facilities Engineering Command, Southwest or his/her designated local representative. GRANTEE, its employees, authorized agents and contractors shall reimburse the GOVERNMENT for any and all actual costs, direct and indirect, incurred by the GOVERNMENT as a result of any damage to the PREMISES caused by their individual or collective actions.
9. APPLICABLE RULES AND REGULATIONS. The GRANTEE's rights hereunder shall be subject to such reasonable rules and regulations as may be prescribed by the GOVERNMENT to assure that the exercise of those rights will not unreasonably interfere with the GOVERNMENT's activities at the Installation. The GRANTEE shall adhere to all GOVERNMENT imposed security rules and regulations in the exercise of such rights.
10. INDEMNIFICATION. GRANTEE shall indemnify and defend the GOVERNMENT against, and hold the GOVERNMENT harmless from, any costs, expenses, liabilities, fines, suits, actions, damages, liability and cause of action arising or growing out of, or in any way connected with, the occupation or use of the PREMISES by the GRANTEE and its employees, agents, servants, guests, and invitees. However, this liability shall not extend to matters caused by the GOVERNMENT's negligent or willful acts. This provision shall survive the expiration or termination of this Easement and GRANTEE's obligations hereunder shall apply whenever the GOVERNMENT incurs costs or liabilities for the GRANTEE's actions.
11. GRANTEE'S RESPONSIBILITY. The GOVERNMENT shall not be responsible for damages to property or injuries to persons that may arise from, or be incident to, the use and occupation of the PREMISES by the GRANTEE, or for damages to the property or injuries to the persons of the GOVERNMENT's officers, agents, servants, or employees, or others who may be on the PREMISES at their invitation or the invitation of any one of them arising from or incident to governmental activities except as permitted under the Federal Tort Claims Act, 28 U.S.C. §§ 2671-2680.
12. ROAD CONNECTIONS / GOVERNMENT RESERVATION. The GOVERNMENT reserves the right to make whatever connections between the Road herein authorized and other roads on the Installation that the GOVERNMENT may consider necessary. It also reserves to itself easements for

all purposes on, in, through, under, upon, across and over the PREMISES; provided, however, that such reserved easements shall be used in a manner that will not unreasonably interfere with the use and enjoyment by the GRANTEE of the easement rights granted herein.

13. ROAD SURFACE AND DESIGN. The road crossing surface and design shall be done in accordance with American Railway and Engineering and Maintenance-of-Way Association (AREMA).

14. ENVIRONMENTAL PROVISIONS.

- (a) GRANTEE shall comply with all applicable environmental laws, ordinances, rules, and regulations and all other Federal, state, and local laws, ordinances, regulations, and standards that are or may become applicable to GRANTEE's activities on the PREMISES.
- (b) GRANTEE shall, at its sole cost and expense, be solely responsible for obtaining any environmental permits required for its activities on the PREMISES.
- (c) GOVERNMENT's rights under this Easement specifically include the right for its representatives to inspect the PREMISES upon reasonable notice for compliance with environmental, safety, and occupational health laws and regulations, whether or not the GOVERNMENT is responsible for enforcing them. The inspections shall be made without prejudice to the right of duly constituted enforcement officials to make them. The GRANTEE shall have no claim on account of any entries against the United States or any of its officers, agents, employees, contractors, or subcontractors.
- (d) Storage, treatment, or disposal of toxic or hazardous materials on the PREMISES is prohibited except as authorized by the GOVERNMENT in accordance with 10 U.S.C. § 2692.
- (e) The GRANTEE will not use Installation accumulation points for hazardous and other wastes or permit its hazardous wastes to be commingled with hazardous waste of the GOVERNMENT.
- (f) The GRANTEE shall be solely responsible for the release, or substantial threat of a release, into the environment of any hazardous substance, pollutant or contaminant as the result of any activity under this Easement, and any preceding easements, licenses, or rights-of-way. Any reporting, containment, removal, or other remedial action relating to a release or threat of release required by law or regulation shall also be the responsibility of the GRANTEE.

- (g) The GRANTEE agrees to comply with the provisions of any health or safety plan in effect under the Installation Restoration Plan (IRP) or the Resource Conservation Recovery Act (RCRA) Corrective Action Program during the course of any of the above described response or remedial actions. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by the GOVERNMENT. The GRANTEE shall have no claim on account of any entries against the United States or its officers, agents, employees, contractors, or subcontractors. In addition, GRANTEE shall comply with all applicable Federal, state and local occupational safety and health regulations.
- (h) GRANTEE shall, to the extent permitted under applicable law, indemnify and hold harmless GOVERNMENT from, and defend GOVERNMENT against, any damages, costs, expenses, liabilities, fines, suits, actions, or penalties resulting from releases, discharges, emissions, spills, storage, treatment, disposal, or other acts or omissions by GRANTEE, its officers, employees, agents, contractors, licensees, or the invitees of any of them, giving rise to GOVERNMENT liability, civil or criminal, or responsibility under federal, state or local environmental laws. This Paragraph shall survive the expiration or termination of this Easement, and the GRANTEE's obligations under this Paragraph shall apply whenever the GOVERNMENT incurs costs or liabilities for GRANTEE's actions. However, this liability shall not extend to matters caused by the GOVERNMENT's negligent or willful acts.
- (i) The GRANTEE shall strictly comply with the hazardous waste permit, storage, handling, and disposal requirements under the Solid Waste Disposal Act or its equivalent. The GRANTEE must provide at its own expense any hazardous waste storage facilities, complying with all laws and regulations that it may need for storage. Installation hazardous waste storage facilities will not be available to the GRANTEE.
- (j) GRANTEE shall manage the natural and cultural resources on the PREMISES in a manner that is consistent with the philosophies and supportive of the objectives of the Installation's Integrated Natural Resource Management Plan and Integrated Cultural Resource Management Plan. GRANTEE shall identify any activity that may affect Federally regulated resources (listed species, wetlands, waters of the United States, etc.) and provide information and mitigation that may be required to support consultation with the applicable regulatory agency.
- (k) GRANTEE shall, during the construction, installation, operation, maintenance, and repair of the bus terminal, upon inadvertently discovering Native American human remains, funerary objects, sacred objects, objects of cultural patrimony, as those terms are defined in 43.C.F.R. § 10.2(d), immediately notify by telephone the Installation Public Works Officer at (619) 556-1332x, followed by written confirmation. The GRANTEE shall cease all

activity in the area of the inadvertent discovery until directed otherwise by the Installation. Additionally, the GRANTEE shall take all reasonable efforts to protect any Native American human remains, funerary objects, sacred objects, objects of cultural patrimony, so discovered consistent with 43 C.F.R. § 10.2(d).

15. ENVIRONMENTAL CONDITION OF PROPERTY.

(a) For purposes of this Easement the following terms shall have the following meanings:

- "Toxic or Hazardous Materials" means all manner of substances, pollutants, contaminants, and waste to which Applicable Environmental Laws pertain, expressly including petroleum, petroleum products, and materials defined in 48 C.F.R. § 252.223-7006 (a)(ii) and (iii).
- "Contamination" means a level of Toxic or Hazardous Materials in the air, soil, or water (surface water or ground water), that exceeds levels allowed by Applicable Environmental Laws.
- "Applicable Environmental Laws" means:
 - Federal, state, and local statutes, laws, ordinances, rules, and regulations, to which the GOVERNMENT is made subject by Federal law or to which the GRANTEE is made subject by Federal and state law;
 - Executive Orders of the President of the United States;
 - decisions of courts and administrative tribunals of competent jurisdiction;
 - administrative orders of regulatory agencies of competent jurisdiction (involuntary or on consent); and
 - regulations and directives of the Department of Defense, the Department of the Navy, and the Marine Corps (for Marine Corps installations only),

which pertain to the human environment (as defined in the National Environmental Policy Act of 1969); transportation of hazardous material; and human health and safety (including occupational safety).

- Applicable Environmental Laws include, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.), the Hazardous Material Transportation Act

(49 U.S.C. § 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq.), the Clean Air Act (42 U.S.C. § 7401, et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.), the Occupational Safety and Health Act (29 U.S.C. § 651, et seq.), and 10 U.S.C. § 2692, as amended.

- "Release" means any discharge, spill, emission, leaking, pumping, injection, excavation, deposit, disposal, leaching, or migration into the environment, accidental or otherwise, or introduction into the environment by any other means or method.
 - "Remedial Action" means: investigating or monitoring the environmental condition of the PREMISES and clean-up, removal, response (including emergency response), and restoration of the PREMISES, as per Applicable Environmental Laws, due to the presence or suspected presence of Contamination or a Release or suspected Release of Toxic or Hazardous Materials.
- (b) If during the term of this Easement the GRANTEE becomes aware that a Release of Toxic or Hazardous Materials has occurred due to acts or omissions of the GRANTEE, its agents, or contractors, whether or not such Release results in Contamination of the PREMISES, the GRANTEE will give verbal notice to the GOVERNMENT within 24 hours of becoming aware of the Release, providing all relevant facts and circumstances. The GOVERNMENT may direct the GRANTEE to make a detailed written report of these facts and circumstances within a time certain.
- (c) The GRANTEE, at its sole expense, will promptly take all action necessary to comply with Applicable Environmental Laws pertaining to a Release described in subparagraph 17.b, including but not limited to: report the occurrence to appropriate Federal, state, or local regulatory authorities, if so directed by the GOVERNMENT; take timely and effective steps to minimize the Release and its impact on human health and the environment; and take Remedial Action. The GOVERNMENT may direct the GRANTEE to provide all information requested by the GOVERNMENT regarding such actions within a time certain.
- (d) The GRANTEE will ensure that all activities conducted on the PREMISES by the GRANTEE, its agents, or contractors are carried out in compliance with Applicable Environmental Laws. The GRANTEE will provide verbal notice to the GOVERNMENT within 24 hours of receiving any complaint, order, directive, claim, citation, or notice from any governmental authority or any other person or entity alleging noncompliance with or a violation of Applicable Environmental Laws on the PREMISES. The GRANTEE, at its sole expense, will promptly take all necessary action directed by Federal,

state, or local regulatory authorities of competent jurisdiction to achieve or regain compliance with Applicable Environmental Laws. The GOVERNMENT may direct the GRANTEE to make a detailed written report, within a time certain, of the facts and circumstances underlying the alleged noncompliance or violation. Without limitation of the foregoing, the GOVERNMENT, in response to acts or omissions of the GRANTEE, its agents, or contractors may, in its discretion, take Remedial Action to remedy Contamination on the PREMISES or to achieve or regain compliance with Applicable Environmental Laws.

- (e) The GOVERNMENT may at any time inspect the PREMISES or cause the PREMISES to be inspected, to assess whether the operations of the GRANTEE, its agents, or contractors are in compliance with Applicable Environmental Laws. To assist in this evaluation, the GRANTEE, its agents, and contractors will provide to the GOVERNMENT, or another entity, as the GOVERNMENT may direct, for examination and copying, all relevant books, records, documents, and other material in their possession.
- (f) The GOVERNMENT, with good cause, may from time-to-time require the GRANTEE to conduct tests and analyses to assess whether the PREMISES are in compliance with Applicable Environmental Laws, and based on the results thereof, to so certify to the GOVERNMENT. Such tests and analyses shall be conducted in a manner satisfactory to the GOVERNMENT by recognized professionals approved by the GOVERNMENT. If the GOVERNMENT and the GRANTEE cannot reach agreement as to what tests and analyses shall be conducted, by whom, and when, the GOVERNMENT may perform such tests and analyses or cause such tests and analyses to be performed.

16. FAILURE TO INSIST ON COMPLIANCE. The failure of the GOVERNMENT to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Easement shall not be construed as a waiver or relinquishment of GOVERNMENT'S right to the future performance of any such terms, covenants or conditions and GRANTEE's obligations for their future performance shall continue in full force and effect.

17. FEDERAL FUNDS. This Easement does not obligate the GOVERNMENT to expend any appropriated funds.

18. ASSIGNMENT / TRANSFER OF RIGHTS. The GRANTEE shall not transfer or assign this Easement or any interest in it, or otherwise make any portion of, or rights in, the PREMISES available to any party without the prior written consent of the GOVERNMENT. If any assignment is made, with or without consent, the assignee shall be deemed to have assumed all of the obligations of the GRANTEE. However, in no event shall the GRANTEE be relieved of any of its obligations under this Easement, except for an extension of its term that begins

after an assignment, and then only if the GOVERNMENT shall have consented to it.

19. TERMINATION.

- (a) If, at any time, the GOVERNMENT determines that the bus terminal, or any portion thereof, unduly interferes with any of its activities, the GOVERNMENT shall have the right to terminate this Easement, in whole or in part, to the extent necessary to eliminate the interference; However, unless the GOVERNMENT shall have determined that relocation is not feasible, it shall offer to convey to the GRANTEE, without charge, a substitute easement permitting the GRANTEE to relocate the bus terminal, or any portion thereof, on adjacent GOVERNMENT property, which relocation shall be accomplished at the GRANTEE's cost and expense. The substitute easement shall contain the same terms and conditions as those in this Easement, and shall bear the same expiration date, if any.
- (b) All or any part of this Easement may be terminated upon failure by the GRANTEE to comply with any of its terms and conditions; upon abandonment of the rights granted herein; or upon non-use of those rights for a period of two consecutive years. Additionally, the GOVERNMENT may terminate all or any part of this Easement in the interest of anti-terrorism force protection or national security.

20. ADMINISTRATIVE COSTS AT EXPIRATION/TERMINATION OF EASEMENT: At the termination or expiration of this Easement, at the GOVERNMENT'S discretion, GRANTEE shall be responsible for administrative costs associated with completing a final inspection of the premises and updating the Environmental Condition of Property Report.

21. SURRENDER. Upon any termination or expiration of this Easement, the GRANTEE, at its own expense and risk, shall promptly remove, to the extent required by the GOVERNMENT, improvements, fixtures, and equipment installed or constructed hereunder, and shall restore the PREMISES to the same or as good a condition as that which existed prior to the exercise by the GRANTEE of its rights hereunder. The restoration shall be done in a manner satisfactory to the Real Estate Contracting Officer, Naval Facilities Engineering Command, Southwest, or his/her designated representative and in accordance with applicable laws and regulations. If the GRANTEE fails to remove the property as required by the GOVERNMENT, all improvements, chattels, and other items abandoned by the GRANTEE become GOVERNMENT property ninety (90) days following the date of termination or expiration. If the GOVERNMENT incurs any cost to remove the items abandoned by the GRANTEE, the GRANTEE shall reimburse the GOVERNMENT for any and all actual costs, direct and indirect, incurred by the GOVERNMENT.

IN WITNESS WHEREOF, the parties hereto have caused this GRANT OF EASEMENT to be executed by their duly authorized representatives as of the day and year first written above.

UNITED STATES OF AMERICA

By: [Redacted Signature]

DAVID B. BIXLER
Real Estate Contracting Officer
Naval Facilities Engineering Command,
Southwest

STATE OF California
CITY/COUNTY OF SAN DIEGO

The foregoing document was acknowledged before me, this 10th day of December, 2013 by MARK ANTHONY BONCACAS LADENORA

[Redacted Signature]
NOTARY PUBLIC

My Commission Expires Jul 2, 2017
Registration No. 2032092



GRANTEE

By: [Redacted Signature]

PAUL C. JABLONSKI
Chief Executive Officer

STATE OF California
CITY/COUNTY OF San Diego

The foregoing document was acknowledged before me, this 5th day of December, 2013 by Ann Nicole Machado.

[Redacted Signature]
NOTARY PUBLIC

My Commission Expires April 9, 2014
Registration No. 1885326



EXHIBIT "A"
LEGAL DESCRIPTION

1 THOSE PORTIONS OF BLOCKS 199 AND 200 AND OF TAFT AVENUE , SIXTH STREET, AND SEVENTH
2 STREET, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS PER THE MAP OF
3 NATIONAL CITY ACCORDING TO MAP THEREOF NO. 348 FILED OCTOBER 2, 1882, IN THE OFFICE OF THE
4 COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

5
6 **BEGINNING** AT A FOUND 2-INCH IRON PIPE WITH DISC MARKED "L.S. 7019" AS SHOWN ON RECORD OF
7 SURVEY NO. 20257, RECORDS OF SAID COUNTY, SAID POINT BEING ALSO THE INTERSECTION OF THE
8 SOUTHWESTERLY LINE OF PARCEL NO. 14 AS DESCRIBED IN EASEMENT TO SAN DIEGO AND ARIZONA
9 EASTERN RAILWAY COMPANY IN DOCUMENT RECORDED OCTOBER 17, 1979 AS INSTRUMENT NO. 79-
10 434062, OFFICIAL RECORDS OF SAID COUNTY, WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF
11 EIGHTH AVENUE, 80.00 FEET WIDE, A FOUND 2-INCH IRON PIPE WITH DISC MARKED "L.S. 7019" PER
12 SAID RECORD OF SURVEY BEARS SOUTH 72°14'18" WEST 422.41 FEET FROM SAID POINT;
13 THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE SOUTH 72°14'18" WEST 160.00 FEET;
14 THENCE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE NORTH 17°45'42" WEST 572.52 FEET;
15 THENCE NORTH 54°17'14" EAST 168.19 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL NO. 14;
16 THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 17°45'42" EAST 624.36 FEET TO THE **POINT OF**
17 **BEGINNING.**


18
19 CONTAINING 95,750 SQUARE FEET OR 2.198 ACRE, MORE OR LESS.

20
21 ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.


MICHAEL JAMES KNAPTON
DATE 9/13/13

P.L.S.8012 REV: 9/12/2013



REVIEWED & ACCEPTED
 CADASTRAL
DATE <u>9-16-2013</u>

SAN DIEGO AND ARIZONA EASTERN RAILROAD

PCL 14 OF 79-434062, O.R.

SW'LY LINE PARCEL 14

S17° 45' 42" E 1624.36'

Taft Avenue

N54° 17' 14" E 168.19'

APN: 35-011-07

N17° 45' 42" W 572.52'

B L O C K

B L O C K

ALLEY

33

199

R O S

M A P

20257

SEVENTH ST.

200

348

Taft Avenue

McKinley Avenue

P.O.B.

S72° 14' 18" W 160.00'

S72° 14' 18" W 422.41'

80'

REVIEWED & ACCEPTED
C.R. MAVES CADASTRAL
DATE 9-16-2013

LEGEND

FEDERAL BOUNDARY

RIGHT-OF-WAY EASEMENT
95,750 SQ. FT. / 2.198 AC.

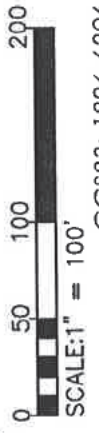
P.O.B. POINT OF BEGINNING

FOUND 2" IRON PIPE WITH
DISC MARKED "L.S. 7019" PER
R.O.S. 20257



JOB NAME: M.T.S. BLUE LINE
LOCATION: 8TH STREET TROLLEY STA.
SAN DIEGO, CA 92150
DATE: 9/12/2013
SCALE: 1"=100'
THOMAS BROS. PAGE/GRID: 1309 G-1
DRAWING NO.: 095721020-1
REVISION NO.: 2
BASE: U.S. NAVAL BASE SAN DIEGO
XREFS: NONE

Kimley-Horn
and Associates, Inc.
ENGINEERING, PLANNING & ENVIRONMENTAL CONSULTANTS
401 B Street, SUITE 600 SAN DIEGO, CA 92101
TEL: (619) 234-9411 FAX: (619) 234-9433



CCS83: 1826-6296

ALL PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }

COUNTY OF SAN DIEGO }

On DECEMBER 10, 2013 before me, MARK ANTHONY BONCACAS LADEMORA, NOTARY
(Insert name and title of the officer)

personally appeared DAVID SIXLER

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 [Redacted Signature]



(This area for official notarial seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On 12/16/2013 before me, Ann Nicole Machado

Date

Here Insert Name and Title of the Officer

personally appeared Paul C. Jablonski

Name(s) of Signer(s)

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

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this instrument to the San Diego Metropolitan Transit System, is hereby accepted by the undersigned officer on behalf of the San Diego Metropolitan Transit System pursuant to the authority granted to it under California Public Utilities Code section 120040, and the grantee consents to the recordation thereof by its duly authorized officer.

Date: 12/17/13

By: 
Paul C. Jablonski
Chief Executive Officer