Board of Directors Agenda

Friday, February 23, 2024
9 a.m.

Welcome to SANDAG. The Board of Directors meeting scheduled for Friday, February 23, 2024, will be held in person in the SANDAG Board Room. While Board members will attend in person, members of the public will have the option of participating either in person or virtually.

For public participation via Zoom webinar, click the link to join the meeting: https://us02web.zoom.us/j/89839962110

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Public Comments: Members of the public may speak to the Board on any item at the time the Board is considering the item. Public speakers are generally limited to three minutes or less per person.

Persons who wish to address the members on an item to be considered at this meeting, or on non-agendized issues, may email comments to the Clerk at clerkoftheboard@sandag.org (please reference Board meeting in your subject line and identify the item number(s) to which your comments pertain). Comments received by 4 p.m. the business day before the meeting will be provided to members prior to the meeting. All comments received prior to the close of the meeting will be made part of the meeting record.

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fax (619) 699-1905 at least 72 hours in advance of the meeting.

Vision Statement: *Pursuing a brighter future for all*

Mission Statement: *We are the regional agency that connects people, places, and innovative ideas by implementing solutions with our unique and diverse communities.*

Our Commitment to Equity: *We hold ourselves accountable to the communities we serve. We acknowledge we have much to learn and much to change; and we firmly uphold equity and inclusion for every person in the San Diego region. This includes historically underserved, systemically marginalized groups impacted by actions and inactions at all levels of our government and society.*

We have an obligation to eliminate disparities and ensure that safe, healthy, accessible, and inclusive opportunities are available to everyone. The SANDAG equity action plan will inform how we plan, prioritize, fund, and build projects and programs; frame how we work with our communities; define how we recruit and develop our employees; guide our efforts to conduct unbiased research and interpret data; and set expectations for companies and stakeholders that work with us.

We are committed to creating a San Diego region where every person who visits, works, and lives can thrive.

Board of Directors

Friday, February 23, 2024

Public Comments and Communications

1. Non-Agenda Public Comments/Member Comments

Members of the public shall have the opportunity to address the Board on any issue within the jurisdiction of SANDAG that is not on this agenda. Public speakers are limited to three minutes or less per person. Public comments under this agenda item will be limited to five public speakers. If the number of public comments under this agenda item exceeds five, additional public comments will be taken at the end of the agenda. Board members and SANDAG staff also may present brief updates and announcements under this agenda item.

Consent

+2. Approval of Meeting Minutes Approve

Victoria Stackwick, Tessa Lero, SANDAG

The Board of Directors is asked to approve the minutes from its February 9, 2024, meeting.

Meeting Minutes.pdf

+3. Policy Advisory Committee Actions Approve

Victoria Stackwick, Francesca Webb, SANDAG

The Board of Directors is asked to ratify the actions taken by the Policy Advisory Committees since the last Board meeting.

PAC Actions.pdf

+4. FY 2025 to FY 2029 TransNet Program and Transit-Related Revenues Approve

Susan Huntington, Michelle Smith, Naomi Young, SANDAG

The Transportation Committee recommends that the Board of Directors approve the FY 2025 to FY 2029 estimates and apportionments for Transportation Development Act, Federal Transit Administration, and TransNet funds.

FY 2025 to FY 2029 TransNet Program and Transit-Related Revenues.pdf
Att. 1 - Funding Programs.pdf
Att. 2 - Forecast Methodology for TDA and TransNet Forecasts.pdf
Att. 3 - FY 2024 Apportionment and Estimates for FY 2025 to FY 2029.pdf

+5. Proposed 2024 Legislative Program Approve

Robyn Wapner, Hannah Stern, Jose Alvarez, SANDAG

The Executive Committee recommends that the Board of Directors approve the proposed 2024 Legislative Program.

Proposed 2024 Legislative Program.pdf
Att. 1 - Proposed 2024 Legislative Program.pdf

+6. TransNet Regional Transportation Congestion Improvement Program Proposed Fee Adjustment* Approve

Susan Huntington, Zara Sadeghian, Naomi Young, SANDAG

The Board of Directors is asked to approve a 4.9% adjustment to the Regional Transportation Congestion Improvement Program, raising the fee from $2,741.97 to $2,875.06 beginning July 1, 2024.

TransNet RTCIP Proposed Fee Adjustment.pdf
Att. 1 - Discussion Memo.pdf

+7. FY 2024 Program Budget Amendment: San Ysidro Mobility Hub Approve
Antoinette Meier, Zach Hernandez, SANDAG

The Board of Directors is asked to approve an amendment to the FY 2024 Program Budget, accepting $785,400 in funding from the Federal Transit Administration to support the San Ysidro Mobility Hub project (Overall Work Program Element No. 3322300).

FY 2024 Program Budget Amendment SYMH.pdf
Att. 1 - Work Element No 3322300 SYMH .pdf

+8. Chief Executive Officer Delegated Actions* Information
Coleen Clementson, Beth Lupu, SANDAG

In accordance with various Board Policies, this report summarizes delegated actions taken by the Chief Executive Officer.

CEO Delegated Actions.pdf
Att. 1 - Investment Securities Transactions Activity - January 2024.pdf
Att. 2 - Performance Management Program Policy - February 2024.pdf
Att. 3A - P-Card Summary Report, FY 2024, Q2.pdf
Att. 3B - Hospitality and Events Expense Report, FY 2024, Q2.pdf
Att. 3C - Business Meals Expense Report, FY 2024, Q2.pdf

+9. Approval of Proposed Solicitation: Freeway Service Patrol Project Approve
Melissa Coffelt, Kelly Mikhail, SANDAG

The Board of Directors is asked to authorize the Chief Executive Officer to conduct a solicitation for Freeway Service Patrol services.

Approval of Proposed Solicitation FSP Project.pdf

Reports

+10. Hearing Reauthorizing Stated Public Use For Property Acquired For The Inland Rail Trail Project Adopt
John Kirk, Annie Smiddy, Chris Kluth, SANDAG

The Board of Directors is asked to:

1. Receive public testimony; and
2. Adopt Resolution Nos. 2024-15 and 2024-16 by a two-thirds vote to reauthorize the stated public use for property previously acquired for Phases 3 and 4 of the Inland Rail Trail Project.

Hearing Reauthorizing Stated Public Use - IRT Project.pdf
Att. 1 - Previously Acquired Property Interests - Description Chart.pdf
Att. 2 - Reso No 2024-15 - Phase 3 with Exhibit.pdf
Att. 3 - Reso No 2024-16 - Phase 4 with Exhibit.pdf
Supporting Materials.pdf

+11. Airport Transit Connection Information
Antoinette Meier, Keith Greer, Jennifer Williamson, SANDAG

Staff will present an update on the Airport Transit Connection project and the steps being taken to prepare the project for future environmental analysis.

Airport Transit Connection.pdf
Supporting Materials.pdf

12. **Closed Session - Conference with Legal Counsel Pursuant to Government Code Section 54956.9 (D) (4): Initiation of Litigation (One Potential Case)**

13. **Adjournment**

The next Board of Directors meeting is a Board Retreat scheduled for March 8, 2024, to be held at Salt Drift Pointe, 536 13th Street, Imperial Beach, CA 91932.

+ next to an agenda item indicates an attachment
* next to an agenda item indicates that the Board of Directors also is acting as the San Diego County Regional Transportation Commission for that item

February 9, 2024, Meeting Minutes

View Meeting Video

Chairwoman Nora Vargas (County of San Diego) called the meeting of the Board of Directors to order at 10:12 a.m.

1. Non-Agenda Public Comments/Member Comments

Public comments: Manny Rodriguez, Cristina Marquez, Robert Germann, Cori Schumacher, Rita Clement

Member comments: Councilmember Luz Molina (City of National City), Mayor Tony Kranz (City of Encinitas), Councilmember Jack Shu (City of La Mesa), Deputy Mayor Terry Gaasterland (City of Del Mar), Councilmember Melanie Burkholder (City of Carlsbad), and Councilmember Steve Goble (City of El Cajon)

Chairwoman Vargas presented agency updates.

Deputy Director Roy Abboud (Caltrans) presented an update on regional recovery efforts from the recent disaster.

Chief Executive Officer Coleen Clementson presented agency updates.

Consent

2. Approval of Meeting Minutes

The Board of Directors was asked to approve the minutes from its January 26, 2024, meeting.

3. Meetings and Events Attended on Behalf of SANDAG

This report provided an update on meetings and events attended by Board members.

4. Policy Advisory Committee Actions

The Board of Directors was asked to ratify the actions taken by the Policy Advisory Committees since the last Board meeting.

5. Appointment of the Policy Advisory Committee Members and Designation of Transit Representatives to the Board of Directors

This report provided a summary of the voting and advisory members appointed to the Policy Advisory Committees, including the Committee Chairs and Vice Chairs appointed by the SANDAG Chair, and the designation of Board members as transit representatives for the purpose of meeting federal requirements.

Public comments: Truth, Michael Brando, Paul the Bold, The OriginalDra, Blair B.

Action: Upon a motion by Second Vice Chair Lesa Heebner (City of Solana Beach), and a second by Mayor John Minto (City of Santee), the Board voted to approve the Consent Agenda, Item Nos. 2 through 5.

The motion passed.

DRAFT

Yes: Chairwoman Vargas, Second Vice Chair Heebner, Councilmember Burkholder, Councilmember Carolina Chavez (City of Chula Vista), Councilmember John Duncan (City of Coronado), Deputy Mayor Gaasterland, Councilmember Goble, Mayor Kranz, Mayor Dane White (City of Escondido), Councilmember Jack Fisher (Imperial Beach), Councilmember Shu, Mayor Racquel Vasquez (City of Lemon Grove), Councilmember Molina, Deputy Mayor Ryan Keim (City of Oceanside), Mayor Steve Vaus (City of Poway), Councilmember Raul Campillo (City of San Diego), Mayor Rebecca Jones (City of San Marcos), Mayor Minto, and Deputy Mayor Katie Melendez (City of Vista).

No: None.

Abstain: None.

Absent: None.

Reports

6. Otay Mesa East Port of Entry Update

This item was moved to a future meeting.

7. 2025 Regional Plan: Initial Concept

Senior Director of Planning Antoinette Meier, Director of Financial Planning, Budgets, and Grants Susan Huntington, and Alan Kosup, Caltrans Corridor Director, presented the item. The Board was asked to provide feedback on the initial concept for the Draft 2025 Regional Plan.

Public Comments: Vanessa Lopez, Briseyda Cisneros, Manny Rodriguez, Cori Schumacher, Carolina Martinez, Rita Clement, Guadalupe Rojas, Michael Brando, Truth, Consuelo, Dr. Timothy Bilash, Paul the Bold, Mary d., Corinna Contreras, Arian Mid-City CAN, Kenis Zamarripa, The OriginalDra, Greg, Blair Beekman, BPP, Susan Duerkson

Action: Discussion.

Continued non-agenda comments: Michael Brando, Truth, Consuelo, Mary D., Paul the Bold, The OriginalDra

8. Adjournment

The next Board of Directors meeting is scheduled for Friday, February 23, 2024, at 9 a.m.

Second Vice Chair Heebner adjourned the meeting at 1:31 p.m.

DRAFT

Confirmed Attendance at Board of Directors Meeting

Board of Directors	Title	Name	Attend
City of Carlsbad	Councilmember	Melanie Burkholder (Primary)	Yes
City of Chula Vista	Councilmember	Carolina Chavez (Primary)	Yes
City of Coronado	Councilmember	John Duncan (Primary)	Yes
County of San Diego	Chairwoman	Nora Vargas (Primary)	Yes
County of San Diego	Supervisor	Joel Anderson (Primary)	No
City of Del Mar	Deputy Mayor	Terry Gaasterland (Primary)	Yes
City of El Cajon	Councilmember	Steve Goble (Alternate)	Yes
City of Encinitas	Mayor	Tony Kranz (Primary)	Yes
City of Escondido	Mayor	Dane White (Primary)	Yes
City of Imperial Beach	Councilmember	Jack Fisher (Primary)	Yes
City of La Mesa	Councilmember	Jack Shu (Primary)	Yes
City of Lemon Grove	Mayor	Racquel Vasquez (Primary)	Yes
City of National City	Councilmember	Luz Molina (Primary)	Yes
City of Oceanside	Deputy Mayor	Ryan Keim (Primary)	Yes
City of Poway	Mayor	Steve Vaus (Primary)	Yes
City of San Diego	Councilmember	Raul Campillo (Alternate)	Yes
City of San Diego	Councilmember	Vivian Moreno (1st Alt)	Yes
City of San Marcos	Mayor	Rebecca Jones (Primary)	Yes
City of Santee	Mayor	John Minto (Primary)	Yes
City of Solana Beach	Second Vice Chair	Lesa Heebner (Primary)	Yes
City of Vista	Deputy Mayor	Katie Melendez (Primary)	Yes
Caltrans	Deputy Director	Roy Abboud (2nd. Alt.)	Yes
Metropolitan Transit System	Councilmember	Patricia Dillard (Alternate)	Yes
North County Transit District	Deputy Mayor	Jewel Edson (Primary)	Yes
Imperial County	Supervisor	Jesus Eduardo Escobar (Prmary)	No
U.S. Department of Defense	Deputy Director	Muska Laiq	Yes
Port of San Diego	Executive Director	Vacant	N/A
San Diego County Water Authority	Director	Mel Katz (Primary)	No
SDCRAA	Director	Gil Cabrera (Primary)	No
Mexico	Deputy Consul General	Luisiana Gonzalez (1st Alt)	Nio
SCTCA	Chairwoman	Erica Pinto (Primary)	No
Association of Planning Groups	Member	Robin Joy Maxson (Primary)	Yes

Policy Advisory Committee Actions

Overview

SANDAG Board Policy No. 001 delegates certain responsibilities to the Policy Advisory Committees to allow SANDAG to effectively address key public policy and funding responsibilities. All items delegated to the Policy Advisory Committees are subject to ratification by the Board of Directors. Below are the delegated actions taken by the Policy Advisory Committees that are subject to ratification.

Action: **Approve**

The Board of Directors is asked to ratify the actions taken by the Policy Advisory Committees since the last Board meeting.

Fiscal Impact:

None.

Schedule/Scope Impact:

None.

The links provided below will navigate to the SANDAG web page where the meeting agenda and minutes (when available) will be posted.

Transportation Committee, February 16, 2024[1]

Approved supporting the 2024 statewide safety targets established by Caltrans.

Victoria Stackwick, Chief of Staff

[1] Any changes to these actions will be reported to the Board of Directors following the Transportation Committee meeting on Friday, February 16, 2024.

FY 2025 to FY 2029 TransNet Program and Transit-Related Revenues

Action: **Approve**

The Transportation Committee recommends that the Board of Directors approve the FY 2025 to FY 2029 estimates and apportionments for Transportation Development Act, Federal Transit Administration, and TransNet funds.[1]

Fiscal Impact:

SANDAG estimates that approximately $800 million will be available in Transportation Development Act (TDA), Federal Transit Administration (FTA), and TransNet funds in FY 2025.

Schedule/Scope Impact:

Pending approval by the Board of Directors, SANDAG and the transit agencies will use the FY 2025 to FY 2029 TDA, FTA, and TransNet estimates to inform the FY 2025 budget development process. The transit operators also would use the FY 2024 TDA and TransNet revised estimates to inform any amendments to its Capital Improvement Program budgets and amend its FY 2024 TDA claims.

Overview

Each year, SANDAG provides funding estimates for Transportation Development Act (TDA), Federal Transit Administration (FTA), and TransNet funds for the upcoming fiscal year as well as a projection for the next four fiscal years to allow the transit and local agencies to plan for capital projects and determine operating subsidies. An overview of these funding sources is provided in Attachment 1.

Key Considerations

FY 2025 TransNet, TDA, and FTA Estimates

For FY 2025, the TransNet estimate is approximately $434 million and reflects an estimated growth rate of approximately 1.0% over anticipated revenues for FY 2024 of $429.7 million. Of this total, the TransNet Transit System Improvements, which includes funding for transit operations and capital improvements, Americans with Disabilities, and competitive grant program funding for senior transportation services, estimate is approximately $68 million.

The TDA estimate for FY 2025 is approximately $205.7 million and reflects similar growth as confirmed by the County of San Diego. The FTA estimate for FY 2025 is approximately $164 million. Estimates for FY 2025 are based on the Federal Register which provides the FTA apportionment based on the new federal transportation bill passed in the Bipartisan Infrastructure Law as enacted in the Infrastructure Investment and Jobs Act (IIJA).

Forecast Methodology

The forecast methodology used to develop the TransNet and TDA estimates is described in Attachment 2. The revenue estimates for each of the funding sources for FY 2025 through FY 2029 are shown in Attachment 3.

[1] Any changes to these actions will be reported to the Board of Directors following the Transportation Committee meeting on Friday, February 16, 2024.

Peer Review Process

Consistent with the SANDAG Data Accuracy and Modeling Work Plan, on December 12, 2023, a Peer Review Process (PRP) meeting, consisting of subject matter experts and an external economic forecasting expert panel[2] was convened to review the proposed forecast methodology. The PRP expert panel concurred with the proposed forecast methodology. In addition, the current forecast went through the SANDAG Quality Assurance/Quality Control process in December 2023.

Next Steps

Upon approval by the Board of Directors, SANDAG and the transit agencies will use these estimates to inform the FY 2025 budget development process and any proposed FY 2024 amendments to Capital Improvement Program budgets and/or TDA claims.

Susan Huntington, Director of Financial Planning, Budgets, and Grants

Attachments:
1. Funding Programs
2. Forecast Methodology for Transportation Development Act and TransNet Forecasts
3. FY 2024 Apportionment and Estimates for FY 2025 to FY 2029

[2] Peer Review Panel participants: Mark Bryson, Fran Mancia, and Thomas Adams (Avenu Insights); Andre Douzdjian, Ray Major, Susan Huntington, Naomi Young, Marcia Smith, Mike Duncan, Purva Singh, Michelle Smith and Zara Sadeghian (SANDAG staff).

Funding Programs

Transportation Development Act - Local Transportation Fund

The Transportation Development Act's (TDA) Local Transportation Fund (LTF) program is the major funding source that supports the region's public transit operators and nonmotorized transportation projects like bicycle and pedestrian projects. The LTF of the TDA funds comes from a quarter of a percent of state sales tax assessed in the region. The San Diego Association of Governments (SANDAG), as the Regional Transportation Planning Agency, is responsible for apportionment of TDA funds each year in conformance with state statute. The transit operators and other member agencies submit their annual TDA claims based on the annual apportionment and in compliance with SANDAG Board Policy No. 027.

Pursuant to state statute, the County of San Diego Auditor has the responsibility for providing the TDA apportionment for the upcoming fiscal year. The County Auditor develops the apportionment in consultation with SANDAG staff and with the transit operators, based on actual sales tax receipts and projections. The annual apportionment determines the amount of funds available to each agency to claim. SANDAG is required to notify prospective claimants of the apportionment by March 1, necessitating action by the Board of Directors in February each year.

The legislative priorities established by state law include certain categories for which TDA funds are taken "off the top." These include the allocation to SANDAG for various planning, programming, and administrative-related expenses, funding of bike and pedestrian facilities, and support of community transit services. In addition, the County Auditor receives an allocation based on estimates of its costs to administer the TDA program. The remaining apportionment, along with any prior year carryover funds, is available to be claimed by the North County Transit District (NCTD) and Metropolitan Transit System (MTS). The balance of current-year funds is allocated based upon the population of the service area served by the two transit agencies.

Pursuant to provisions of Senate Bill 1703 (Peace, 2002) and as agreed to by MTS, NCTD, and SANDAG, regional transit capital projects are implemented by SANDAG with funding transferred from both MTS and NCTD. The transit agencies may choose to transfer a portion of their TDA share for purposes of matching federal formula funds for the capital projects to be implemented by SANDAG on behalf of MTS or NCTD. Transfers of federal funds and/or TDA as the match are based on the draft five-year transit Capital Improvement Program (CIP). The final list of projects and associated funding will be included with the transit CIP scheduled for Transportation Committee and Board action in March or April of each year. An additional apportionment to SANDAG covers those indirect administrative functions not directly funded by projects. The calculation for the cost of these administrative functions was memorialized in Addenda Nos. 3 and 4 to the Memorandum of Understanding between SANDAG, MTS, and NCTD.

TransNet

The TransNet Extension, a 40-year half-cent sales tax transportation funding measure approved by the voters in 2004, became effective in FY 2009. TransNet provides funding for major transportation projects in the region. After deducting costs associated with administrative expenses; the operation of the TransNet Independent Taxpayer Oversight Committee (ITOC); and the Bicycle, Pedestrian, and Neighborhood Safety program; the TransNet program is divided into Major Corridor (42.4%), New Bus Rapid Transit/Rail Operations (8.1%), Local System Improvements (33%), and Transit System Improvements (16.5%).

Within the Transit System Improvements, services provided pursuant to the Americans with Disabilities Act of 1990 (ADA) and subsidies for seniors have specific earmarks (2.5% and 3.25%, respectively). The remaining revenues can be used by the transit agencies for operating or miscellaneous capital purposes. Similar to TDA, the transit share between NCTD and MTS is allocated based upon the respective population of the two transit agencies' service areas.

The ITOC reviews the TransNet estimates for the entire program at its meeting in February each year. Significant comments from the ITOC are shared with the Transportation Committee and Board.

Federal Transit Administration Formula Programs

Section 5307: FTA 49 USC Section 5307 provides for transit capital and operating assistance in urbanized areas and for transportation-related planning. For areas with populations of 200,000 and more, such as San Diego County, the formula is based on a combination of bus/vanpool revenue vehicle miles, bus/vanpool passenger miles, fixed-guideway revenue vehicle miles, and fixed-guideway route miles, as well as population and population density. Eligible activities under this program include planning, engineering design, and an evaluation of transit projects and other technical transportation-related studies; capital investments in bus and bus-related activities; construction of maintenance and passenger facilities; and capital investments in new and existing fixed-guideway systems, including rolling stock, overhaul and rebuilding of vehicles, track, signals, communications, and computer hardware and software. Preventive maintenance and some ADA complementary paratransit service, while recorded as operating expenditures, are considered capital costs for purposes of eligibility.

The Infrastructure Investment and Jobs Act (IIJA) includes a provision that requires the transit agencies to maintain equipment and facilities in accordance with the transit asset management plan and that transit agencies are no longer required to expend 1% for associated transit improvements. These requirements did not substantively impact how SANDAG or the transit agencies use this program.

Section 5337: This State of Good Repair (SGR) program provides funding to transit agencies that operate rail fixed-guideway and high-intensity motorbus systems for the maintenance, replacement, and rehabilitation of capital assets, along with the development and implementation of transit asset management plans. This program reflects a commitment to ensuring that public transit operates safely, efficiently, reliably, and sustainably so that communities can offer balanced transportation choices that help to improve mobility, reduce congestion, and encourage economic development. Eligible activities include projects that maintain, rehabilitate and replace capital assets as well as projects that implement transit asset management plans. The Infrastructure Investment and Jobs Act clarifies that high-intensity motorbus tier funds can only be used for vehicle SGR costs and not for roadway SGR repair costs.

Section 5339: The Infrastructure Investment and Jobs Act provides both formula and discretionary funding for this section, and there is also a sub-program that provides competitive grants for bus and bus facility projects that support low- and zero-emission vehicles. The purpose of both formula and competitive programs is to provide capital funding to replace, rehabilitate, and purchase buses and related equipment and to construct bus-related facilities.

As stated above, the Section 5307 program is based on a number of factors, including data from the vanpool program. Over the years, the Regional Vanpool program has contributed substantially to the overall funding that comes to the region. In recognition of its contribution, the transit agencies have agreed to update the funding level to fully fund the Regional Vanpool program from the total apportionment based on prior year actual expenditure. After deducting for the cost of the Regional Vanpool program, Section 5307 funds are allocated 70% for MTS and 30% for NCTD. The same 70/30 formula was used to allocate the Sections 5337 and 5339 between MTS and NCTD. SANDAG does not directly receive funds from either Section 5337 or Section 5339.

Forecast Methodology for Transportation Development Act and TransNet Forecasts

Forecast Methods

SANDAG updates its forecast of sales tax revenue each year. The near-term forecast covers FY 2024 through FY 2028, and long-term estimates extend the forecast through FY 2048.

The sales tax revenue forecast relies on two key variables: (1) a consensus (arithmetic mean) of three independent nationally recognized forecasts of growth in per-capita nominal retail sales (IHS Markit, Moody's Analytics, and Oxford Economics[1]); and (2) San Diego regional population growth as projected by the SANDAG Series 15 forecast (2022-2060). The per-capita nominal sales growth rate is considered the most reliable predictor of how retail sales—and ultimately, TransNet and Transportation Development Act Local Transportation Fund (TDA) revenues—are likely to behave.[2]

SANDAG uses quarterly data (rather than annual) to inform the forecast. It made this shift to quarterly data in 2020 in response to COVID-19-related disruptions. The quarterly data better captured evolving economic conditions and responses to social-distancing protocols, business restrictions, fiscal stimulus payments and tax credits, increased telework, shifting consumer spending patterns on taxable goods, and inflation. Given the continuing level of economic uncertainty, quarterly data remains preferred for its sensitivity to current conditions.

The above methodology allows for adjustments to the near-term forecast (five-year window). The adjustments are based on the professional judgment of SANDAG staff and informed by a variety sources. These sources include the California Department of Tax and Fee Administration's (CDTFA, formerly known as the California Board of Equalization) sales tax revenue allocation formula; the year-to-date sales tax collections; the forecasts provided by SANDAG's sales tax revenue consultant, Avenu Insights & Analytics; and current and forecasted general economic conditions.

Forecast Overview

TransNet sales tax revenues in FY 2023 posted a record year totaling $429.7 million, marking a healthy gain of 5.9% and the third consecutive year of higher-than-normal growth. TDA collections also showed solid growth, increasing 4.4% to $202.7 million in FY 2023.

Expectations for FY 2024 are significantly more modest despite FY 2023's strong revenue gains for TransNet and TDA. The collections in the first half of FY 2024 signal slowing consumer spending. Through December of FY 2024, sales tax revenue has been pacing below FY 2023 collections. TransNet revenue is down 2.0%, and TDA is down 0.6% compared to the same period last fiscal year. While the entirety of the reported holiday spending surge has yet to be captured in collections, we expect this slowing trend to reverse enough for FY 2024 revenues to close out the year on par with FY 2023.

The updated forecast also reflects that, while a shallow economic downturn appears to have been avoided, consumer spending cools in FY 2025. While inflation is expected to ease, SANDAG economists are tracking data that points to some financial stress for consumers. After two years of wage growth that has not kept pace with inflation, households have faced higher costs of living and mounting debt. A key factor influencing the forecast update is how, if at all, San Diegans will respond to easing inflation and the Fed's signaling of interest-rate cuts beginning in FY 2025. SANDAG economists conservatively forecast that financially stressed households will divert some disposable income from spending to pay down debt or bolster depleted savings. The short-term forecast includes a gradual return to "normal" growth by FY 2028 (matching its pre-pandemic historical average). FY 2025 is estimated to grow 1%. FY 2026 growth is projected at 1.2%; FY 2027 at 1.3%; and FY 2028 at 2.9%.

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[1] Woods & Poole Economics and Caltrans forecasts were dropped from the consensus forecasts because they are only available in calendar years and updated only once a year (July for Woods & Poole, November for Caltrans).

[2] Based on SANDAG's forecast of TransNet revenue growth, TDA revenue growth is projected to follow the same pattern but at half a percent lower.

For TDA, SANDAG generally projects its revenue growth to be half a percent lower than TransNet. However, mid-way through FY 2024, TDA collections do not show the same slowing seen in TransNet revenue. As a result, SANDAG adjusted the TDA projection upwards for FY 2024; annual growth is projected to be 1%. Starting in FY 2025, TDA growth projects return to being 0.5% lower than TransNet. Projected growth for TDA revenue is 0.5% for FY 2025, 0.7% for FY 2026, 0.8% for FY 2027 and 2.4% in FY 2028.

The table below shows actual and projected TransNet Extension Ordinance revenues, starting in FY 2009, the first year of collections. Given economic uncertainty and a desire to exercise caution with revenue projections, this forecast is intended to be conservative.

Growth in TransNet Extension Ordinance Sales Tax Receipts

Fiscal Year	Amount	Percent Change
2009 (Actual)	$222.0M	–9.2%
2010 (Actual)	$204.2M	–8.0%
2011 (Actual)	$221.3M	8.4%
2012 (Actual)	$236.9M	7.1%
2013 (Actual)	$247.2M	4.3%
2014 (Actual)	$260.1M	5.2%
2015 (Actual)	$268.8M	3.4%
2016 (Actual)	$275.5M	2.5%
2017 (Actual)	$284.5M	3.3%
2018 (Actual)	$301.5M	6.0%
2019 (Actual)	$305.3M	1.3%
2020 (Actual)	$305.9M	0.2%
2021 (Actual)	$334.0M	9.2%
2022 (Actual)	$405.9M	21.5%
2023 (Actual)	$429.7M	5.9%
2024 (Forecast)	$429.7M	0.0%
2025 (Forecast)	$434.0M	1.0%
2026 (Forecast)	$439.3M	1.2%
2027 (Forecast)	$444.8M	1.3%
2028 (Forecast)	$457.5M	2.9%

Peer Review Process

Based on a request by the TransNet Independent Taxpayer Oversight Committee (ITOC) and consistent with the SANDAG Data Accuracy and Modeling Work Plan, on December 12, 2023, a Peer Review Process (PRP) meeting, consisting of subject matter experts and an external economic forecasting expert panel, was convened to review the proposed forecast methodology. The PRP expert panel concurred with the proposed forecast methodology. In addition, the current forecast went through the SANDAG Quality Assurance/Quality Control process in December 2023.

The ITOC will review the TransNet program revenue estimates at its February 14, 2024, meeting.

Economic Conditions

In the second quarter of FY 2024, San Diego's regional economy displayed resilience amid a third year of elevated inflation, high interest rates, and countervailing pressures. Tourism is returning to 2019 levels, and overall employment has remained healthy. At the same time, the region's households have faced headwinds from inflation-impacted rising costs of living accompanied by only modest wage growth and slight moderation in real estate markets.

Tourism continues its post-pandemic recovery, capitalizing on solid demand and shifts in consumer spending from goods to experiences and the tail end of the "revenge travel" phenomenon of people making up for not having traveled because of the 2020 pandemic. In 2022, the region had 28.8 million visitors who spent $13.6 billion. From January through October 2023, visits and visitor spending outpaced 2022 counts during that same 10-month period by 10.9% and 4.4%, respectively.

Another strength of the region's economy has been its diversified employment base. More than 1.61 million San Diegans were in the civilian labor force as of November 2023, up 1,800 workers from the prior year. Total nonfarm, wage/salary jobs were 1.59 million in November 2023, up 21,900 from the prior year. The largest net gains came in private Healthcare and Social Assistance (10,700 jobs) and Tourism (9,900), while Administrative and Support and Waste Management and Remediation Services (-7,000) had the largest net job loss.

The unemployment rate remained relatively low at 4.2% in November 2023, though 15,100 more persons were unemployed than in November 2022 (3.3% unemployment rate). Unemployment rates also ticked up in California to 4.9% and nationally to 3.5% in November 2023.

While labor market conditions remain strong, the cost of living in the region continues to rise. Modest wage increases contributed to San Diego's household area median income (AMI) rising to $116,800 in FY 2024, but wage growth has not kept pace with inflation. Sticky housing costs and elevated prices for household necessities have been cutting into both discretionary spending and savings, making San Diego among the nation's top 5 most expensive places to live. In November 2023, San Diego inflation rose to 5.2%, after falling to 4.3% in July. San Diego also continues to track above the national level (3.1%). The San Diego price increases (measured against November 2022) were seen mainly in necessities, such as groceries (2.6%), shelter (8.7%), electricity (16.2%), and medical care (5.2%).

For more than three years, inflationary pressures have stretched household budgets, especially for low-income families. San Diegans have been making ends meet by cutting back on discretionary spending; trading down to less-expensive, discounted goods and services; putting more on credit cards; and taking second jobs. Moreover, credit card debt and delinquencies are on the rise. The impact of mounting debt, compounded by record-high interest rates (21.5% from large commercial banks in November 2023), will likely become more burdensome in the coming year.

Given the tighter lending standards, high cost of capital, lower business investment, and prevailing telework trends, the San Diego commercial real estate struggled with decreased demand for office space. Compared to the pre-pandemic period, leasing volume has plummeted almost 20% while availability has risen by 7 million square feet to 20.4 million square feet. While the region faced a 10.8% vacancy in late 2023, Downtown remained the hardest hit, with vacancy rates at 26.5% and climbing. Downtown San Diego's vacancy rates are projected to reach an unprecedented 39% in 2024. The high vacancy rate is due to dwindling demand and the expected delivery of 2.7 million square feet of new, yet uncommitted, office space in the next 18 months,

In contrast, the residential real estate market remained especially tight and arguably frozen because of limited supply, near-record home prices, and elevated mortgage rates, which reached a 23-year-high of 7.79% in late October 2023 and receded to 6.61% in late December 2023. The falling rates have attracted more buyers, but few would-be sellers have put their homes on the market. In November 2023, year-over-year home sales were down 14.5% to 1,549. The median-priced home was $870,000, and affordability limited to just 16% of San Diego households can afford the $5,550 monthly payment on a median-priced home at a 6.82% rate for a 30-year fixed mortgage (December 2023). The region also has the nation's third-most expensive rental market, with rents up an average of 18% to $2,830 in the past year.

While recession fears appear to be fading, the lasting impact of inflation, higher costs of borrowing, rising home prices, and mounting debt create uncertainty about consumer spending in the coming year. Also, numerous macroeconomic factors—$38 billion state budget shortfall, U.S. Presidential election, wars in Russia-Ukraine and the Middle East, and trade tensions with China, among others—could become impactful economic headwinds.

Transportation Development Act

Estimates for FY 2025 - FY 2029

Estimated amounts are in $000s

Column1	FY 2025 Apportionment	FY 2026 Estimate	FY 2027 Estimate	FY 2028 Estimate	FY 2029 Estimate
Total Apportionment[1,2]	**$205,736,668**	**$207,178**	**$208,769**	**$213,679**	**$218,076**
Less County Auditor Expenses (PUC 99233.1)	(50,000)	(51)	(52)	(53)	(54)
Less SANDAG Administration (PUC 99233.1)[3]	(563,777)	(778)	(574)	(587)	(809)
Less 3% Planning Funds (PUC 99233.2)	(6,153,687)	(6,190)	(6,244)	(6,391)	(6,516)
Less 2% Bicycle/Pedestrian Funds (PUC 99233.3)	(3,979,384)	(4,003)	(4,038)	(4,133)	(4,214)
Less 5%Community Transit Service (PUC 99233.7)	(9,749,491)	(9,808)	(9,893)	(10,126)	(10,324)
Subtotal	**$185,240,329**	**$186,348**	**$187,968**	**$192,389**	**$196,158**
Total Available for MTS	131,457,281	132,243	133,393	136,530	139,205
Less Regional Planning/Capital Projects[4]	(284,392)	(296)	(302)	(308)	(314)
Less Transferred Functions[5]	(2,647,252)	(2,663)	(2,686)	(2,749)	(2,803)
Total Community Transit Service	6,780,428	6,821	6,880	7,042	7,180
Total Available to Claim	**$135,306,066**	**$136,105**	**$137,285**	**$140,515**	**$143,268**
Total Available for NCTD	53,783,048	54,105	54,575	55,859	56,953
Less Regional Planning/Capital Projects[4]					
Less Transferred Functions[5]	(900,866)	(906)	(914)	(936)	(954)
Total Community Transit Service	2,774,073	2,791	2,815	2,881	2,938
Total Available to Claim	**$55,656,255**	**$55,989**	**$56,476**	**$57,804**	**$58,936**
Total Available for SANDAG					
Regional Planning/Capital Projects	284,392	296	302	308	314
Transferred Functions	3,548,118	3,569	3,600	3,685	3,757
SANDAG Expenses[3]	563,777	778	574	587	809
3% Planning Funds	6,153,687	6,190	6,244	6,391	6,516
Prior Year Carryover	0				
Total Available to Claim	**$10,549,974**	**$10,833**	**$10,720**	**$10,972**	**$11,397**
Total Community Transit Service (CTSA)	**$194,990**	$196	$198	$203	$206
Prior Year Carryover	$0				
Total Available to Claim	**$194,990**	**$196**	**$198**	**$203**	**$206**

**Totals may not add up due to rounding*

[1] The County Auditor provided the apportionment for FY 2024. The projected estimates for FY 2025 to FY 2028 are based on the growth rate in retail sales as forecasted by SANDAG and excludes interest and prior year excess funds.

[2] Apportionment distribution is based on the population estimates published by the California Department of Finance (DOF) estimates as of January 2022 - approximately 71% for MTS and 29% for NCTD.

[3] The SANDAG Administration cost rises in FY 2025 and FY 2028 disproportionately due to costs associated with the triennial performance audit. All other annual increases in SANDAG administrative share are consistent with the estimated growth in the TDA.

[4] Represents the local match for federally funded regional planning and transit capital development projects identified in the FY 2024 transit CIP as provided by MTS and NCTD. The projects funded will be included as part of the FY 2024 Capital Improvement Program presented to the Transportation Committee/Board at their March/April meetings.

[5] Based on Addendums No. 3 and No. 4 to the Master Memorandum of Understanding between MTS, NCTD, and SANDAG. For NCTD, 26.09% of this share is transferred back to NCTD to be used for TDA-eligible purposes.

TransNet Program

Estimates from FY 2025 to FY 2029 (in $000s)

TransNet Program Revenues	FY 2024	FY 2025 105%	FY 2025	FY 2025 95%	FY 2026 105%	FY 2026	FY 2026 95%	FY 2027 105%	FY 2027	FY 2027 95%	FY 2028 105%	FY 2028	FY 2028 95%	FY 2029 105%	FY 2029	FY 2029 95%
Estimated Sales Tax Receipts	**$429,736**	$455,743	**$434,040**	$412,338	$461,215	**$439,252**	$417,290	$467,063	**$444,822**	$422,581	$480,382	**$457,507**	$434,631	$492,668	**$469,208**	$445,748
TransNet Program Allocations																
Administrative Allocations[1]			$8,681			$8,785			$8,896			$9,150			$9,384	
Independent Taxpayer Oversight Committee[2]			$515			$528			$540			$551			$563	
Bike, Pedestrian & Neighborhood Safety[3]			$8,681			$8,785			$8,896			$9,150			$9,384	
Total off-the-top Programs			*$17,877*			*$18,098*			*$18,332*			*$18,851*			*$19,331*	
Net Available for Subprograms*			**$416,164**			**$421,154**			**$426,489**			**$438,656**			**$449,877**	
Program Allocations																
Major Corridors Program[4]			$176,453			$178,569			$180,831			$185,990			$190,748	
New BRT/Rail Operations[5]			$33,709			$34,113			$34,546			$35,531			$36,440	
Transit System Improvements[6]			$68,667			$69,490			$70,371			$72,378			$74,230	
Local System Improvement[7]			$137,334			$138,981			$140,741			$144,756			$148,459	
Total Program Allocations*			**$416,164**			**$421,154**			**$426,489**			**$438,656**			**$449,877**	

*Totals may not add up due to rounding

NOTES:

The TransNet Extension Ordinance established the rules for the allocation of all Commission revenues. Commission funds are allocated according to the following priorities:

[1] *Up to 2% of the annual revenues shall be allocated for administrative expenses, which includes Commission/Board expenses, administrative reserve.*

[2] *The ITOC allocation is based on the annual increase in CPI using $250,000 as the starting base.*

[3] *Total of 2% shall be allocated for bicycle facilities.*

[4] *42.4% of the total revenues less off the top programs shall be allocated for Major Corridor projects which include transportation mitigation under the Environmental Mitigation program (EMP) and any finance charges incurred.*

[5] *8.1% of the total revenues less off the top programs shall be allocated to operate new rail or bus rapid transit (BRT) services.*

[6] *16.5% of the total revenues less off the top programs shall be allocated for purposes of public transit services including providing for senior and American with Disabilities Act (ADA)-related services.*

[7] *33% of total revenues less off the top programs shall be allocated for local street improvement services, which includes roadway projects, as well as local EMP and smart growth incentive programs.*

TransNet Revenue Forecast - Transit System Improvement Program

Estimates for FY 2025 to FY 2029 (in $000s)

	FY 2024	FY 2025 (Proposed)	FY 2026 (Estimate)		FY 2027 (Estimate)		FY 2028 (Estimate)		FY 2029 (Estimate)	
		Mid-Range	Mid-Range	Low	Mid-Range	Low	Mid-Range	Low	Mid-Range	Low
Total Available For Transit Purposes[1,2]:	$67,988	$68,667	$69,490	$66,016	$70,371	$66,852	$72,378	$68,759	$74,230	$70,518
Less 2.5% for ADA-related Services	($1,700)	($1,717)	($1,737)	($1,650)	($1,759)	($1,671)	($1,809)	($1,719)	($1,856)	($1,763)
Less 3.25% for Senior Services	($2,210)	($2,232)	($2,258)	($2,146)	($2,287)	($2,173)	($2,352)	($2,235)	($2,412)	($2,292)
Subtotal	***$64,078***	***$64,719***	***$65,495***	***$62,220***	***$66,324***	***$63,008***	***$68,216***	***$64,806***	***$69,961***	***$66,463***
MTS Projects And Services:										
Transit Service Improvements (Operations and Supporting Capital)	$45,535	$45,928	$46,479	$44,155	$47,068	$44,715	$48,410	$45,990	$49,649	$47,167
ADA Services	$1,206	$1,218	$1,233	$1,171	$1,248	$1,186	$1,284	$1,220	$1,317	$1,251
NCTD Projects And Services:										
Transit Service Improvements (Operations and Supporting Capital)	$18,543	$18,791	$19,016	$18,065	$19,256	$18,294	$19,806	$18,816	$20,312	$19,297
ADA Services	$493	$498	$504	$479	$511	$485	$525	$499	$539	$512
Regional Discretionary Programs[3]:										
Competitive Grant Program for Senior Transportation Services	$2,210	$2,232	$2,258	$2,146	$2,287	$2,173	$2,352	$2,235	$2,412	$2,292

*Totals may not add up due to rounding

[1] The Transit System Services Improvements share is 16.5% of net available revenues. After deducting for ADA and Senior Services, the balance is available for operations and miscellaneous capital projects by the transit agencies.

[2] Distribution between the 2 agencies for FY 2025 through 2029 are based on Jan. 2022 population.

[3] The funds are allocated via a Call for Projects process by SANDAG.

Other Notes:

A. The estimated revenues are based on growth rate in taxable sales as forecasted by SANDAG and excludes interest and prior year excess funds.

B. Distribution of revenue estimates are based on the 2004 Proposition A Extension: San Diego Transportation Improvement Program and Expenditure Plan.

SUMMARY OF FY 2025 TRANSIT RELATED REVENUES ($1000s)

	Transportation Development Act TDA[1]	TransNet Transit System Improvements	Federal Transit Administration (FTA) 2024[1]	Total
Total Estimated	**$ 205,737**	**$ 68,667**	**$ 163,875**	**$ 438,279**
County Administration Fee	$ (50)			$ (50)
Amounts Distributed	**$ 205,687**	**$ 68,667**	**$ 163,875**	**$ 438,229**
Metropolitan Transit System	$ 135,306	$ 47,146	$ 109,722	$ 292,174
North County Transit District	$ 55,656	$ 19,289	$ 47,519	$ 122,464
SANDAG	$ 10,550		$ 6,635	$ 17,185
Community Transit Services (CTSA)	$ 195			$ 195
Discretionary Programs[2]	$ 3,979	$ 2,232		$ 6,211

[1] Distribution between transit agencies and SANDAG subject to change based on final transit CIPs and capital project transfers

[2] Reflects TDA funds for bike/ped projects and TransNet TSI funds for competitive grants

**Totals may not add up due to rounding.*

Federal Transit Administration Formula Programs
FY 2025 Apportionment and Estimates from FY 2026 - FY 2029

		FY 2025			FY 2026 ($000s)			FY 2027 ($000s)			FY 2028 ($000s)			FY 2029 ($000s)		
	Carryover Apportionment	Apportion-ment[1]	Regional Capital Projects	Regional Planning	Apportion-ment[1]	Regional Capital Projects	Regional Planning	Apportion-ment[1]	Regional Capital Projects	Regional Planning	Apportion-ment[1]	Regional Capital Projects	Regional Planning	Apportion-ment[1]	Regional Capital Projects	Regional Planning
Section 5307 Urbanized Area Formula Funds																
MTS		$62,473,841	$0	($1,137,567)	$63,780	$0	($1,184)	$65,113	$0	($1,207)	$66,473	$0	($1,231)	$67,863	$0	($1,256)
NCTD		$26,774,503	$0	N/A	$27,334	$0	N/A	$27,905	$0	N/A	$28,489	$0	N/A	$29,084	$0	N/A
SANDAG (Vanpool Program)[2]		$5,497,451	N/A	$1,137,567	$5,612	N/A	$1,184	$5,730	N/A	$1,207	$5,849	N/A	$1,231	$5,972	N/A	$1,256
SANDAG (Capital Projects)[3]		0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total	$0	$94,745,795	$0	$0	$96,726	$0	$0	$98,748	$0	$0	$100,811	$0	$0	$102,918	$0	$0
Section 5337 State of Good Repair/ High Intensity																
MTS		$44,062,511	$0	N/A	$44,775	$0	N/A	$45,500	$0	N/A	$46,236	$0	N/A	$46,984	$0	N/A
NCTD		$18,891,431	$0	N/A	$19,197	$0	N/A	$19,508	$0	N/A	$19,823	$0	N/A	$20,144	$0	N/A
Total	$0	$62,953,942	$0	N/A	$63,973	$0	N/A	$65,008	$0	N/A	$66,059	$0	N/A	$67,128	$0	N/A
Section 5339 Bus/Bus Facilities																
MTS		$4,322,792	$0	N/A	$4,368	$0	N/A	$4,414	$0	N/A	$4,460	$0	N/A	$4,506	$0	N/A
NCTD		$1,852,625	$0	N/A	$1,872	$0	N/A	$1,892	$0	N/A	$1,911	$0	N/A	$1,931	$0	N/A
Total	$0	$6,175,417	$0	N/A	$6,240	$0	N/A	$6,305	$0	N/A	$6,371	$0	N/A	$6,438	$0	N/A

[1] A federal transportation bill was passed in the Bipartisan Infrastructure Law (as enacted in the Infrastructure Investment and Jobs Act (IIJA)). The Federal Register (FR) provides the FTA apportionment based on the IIJA, which increases funding each year through FY 2026, as reflected in the outyear's estimate except FY 2027 - FY 2029 which is outside of the last year of the IIJA.

[2] SANDAG and transit agencies have agreed to fully fund the rideshare portion of the regional Transportation Demand Management program in recognition of the vanpool program's contribution to the funding level apportioned to the region. Prior year is reconciled with next year's estimate based on consultation with the transit agencies.

[3] Regional Capital Projects refer to projects and associated funding transferred to SANDAG to implement on behalf of MTS and NCTD based on the draft FY 2025 MTS/NCTD Capital budget. The specific projects and funding recommendation would be presented to the Transportation Committee/Board of Directors as part of the FY 2025 Transit Capital Improvement Program at their respective meetings in March/April.

Note:

SANDAG share is based on the estimated costs to operate the regional vanpool program and its estimated increase in future years. The balance of 5307 funds are allocated 70% to MTS and 30% to NCTD. The same 70/30 split applies to the 5337 and 5339 funds (SANDAG does not share in these programs).

Proposed 2024 Legislative Program

Overview

Each year, the Executive Committee recommends a legislative program to the Board of Directors to guide SANDAG's legislative activities. Consistent with past programs, the proposed 2024 Legislative Program provides a framework to advance policies and legislative initiatives in support of the agency's **mission, strategic goals, and long-term vision.**

Action: **Approve**
The Executive Committee recommends that the Board of Directors approve the proposed 2024 Legislative Program.

Fiscal Impact:
None.

Schedule/Scope Impact:
None.

Key Considerations

The proposed 2024 Legislative Program remains relatively the same as the prior year. The substantive revisions proposed would add two new items to monitor:

Goal No. 29: Legislation and policies impacting the development and implementation of Alternative Planning Strategies, as well as planning requirements set forth by the California Air Resources Board other state agencies.

Goal No. 30: Legislation relating to transportation operating agency coordination.

There are growing discussions at the state level around Alternative Planning Strategies and Regional Plan requirements which could impact SANDAG. Similarly, there is an ongoing focus on better coordination among transportation agencies that could be relevant to SANDAG and the region's transit agencies. As such, these two new goals are proposed to ensure an appropriate level of attention is focused on any new developments around these topics.

In addition, the Executive Committee reviewed the proposed 2024 Legislative Program at its February 9, 2024, meeting and approved adding Goal No. 24 under the "support" category to read: "Efforts to support public and private funding opportunities to recover from the January 22, 2024, flooding disaster, including infrastructure and housing aid".

Other minor revisions have been included throughout the program to be consistent with current agency practices and work plans.

Attachment 1 shows all of the proposed revisions in tracked changes.

Next Steps

If adopted by the Board, staff will use the Legislative Program to guide SANDAG legislative advocacy and activities.

Robyn Wapner, Director of Public Affairs

Attachment: 1. Proposed 2024 Legislative Program

SANDAG

2024 LEGISLATIVE PROGRAM

2024 Legislative and Policy Programs

The SANDAG Legislative and Policy Program provides a framework to advance policies and legislative initiatives in support of the agency's mission, strategic goals, and long-term vision. In 2024, SANDAG will work to support the following initiatives:

No.	SUPPORT
1	Efforts to inform the next Federal Surface Transportation Authorization, including appropriate funding levels, goods movement and border programs, transit investment and reforms, process improvements (including streamlined environmental processes), active transportation, and tribal transportation planning.
2	Resources and funding mechanisms consistent with financial strategies adopted in the Regional Plan, including but not limited to increasing revenues for transportation, cap-and-trade revenues, gas tax or equivalent revenue sources, bond measures, public/private partnerships, smart growth, and higher pass-through maintenance/preservation funding.
3	Expanded access to resources and technical tools that will enable SANDAG to implement the Regional Plan.
4	Efforts that address border transportation infrastructure needs consistent with the Regional Plan and California-Baja California Border Master Plan.
5	Policy and/or legislative changes to streamline the California Environmental Quality Act (CEQA) for public transit improvements, active transportation projects, and other transportation projects located within existing rights-of-way.
6	Policy and/or legislative changes to improve the planning and implementation of the Regional Plan.
7	Capital and sustaining operations funding for public transit ~~funding~~ and continued support for intercity rail, including funding to promote zero fare public transit ~~and sustaining operations funding~~ as well as funding to increase specialized transportation for non-profit organizations and transit operators.
8	Efforts to advance connected and autonomous vehicle technology to enhance transportation safety, sustainable and efficient mobility, a healthier environment, and economic growth and job creation.
9	Efforts to advance clean energy and clean transportation policies, programs, and legislation for the region that are consistent with the Regional Energy Strategy, the Zero Emission Freight Transition at the California-Baja California Border Plan, and Regional Plan.
10	Incentives to jurisdictions that provide opportunities for more housing, including affordable and transit-oriented developments; efforts to create social housing to address the shortage of affordable homes by developing publicly owned housing for people of all income levels; regional fair-share allocation of housing funds; and providing additional affordable housing funding with greater local/regional control.

No.	SUPPORT
11	Policy and funding to support safe conditions for those who walk, cycle, roll, drive, and use alternate transportation, and reach a Vision Zero goal.
12	Efforts to pursue funding and enact policies, programs, legislation, and other initiatives that advance equity and inclusion, including eliminating the digital divide.
13	Policies and/or legislation implementing climate action and adaptation plans and programs, including cap-and-trade, that are consistent with the Regional Plan.
14	Efforts to pursue resources to improve regional public safety voice and data communications and interoperability, including connectivity with state and federal systems.
15	Efforts to pursue funding at both the state and federal levels to improve public safety and security in the San Diego region through Automated Regional Justice Information System operations and enhancements, regional transportation system improvements, and activities related to regional emergency preparedness, prevention, and response to catastrophic events.
16	Fiscal reform initiatives that enable regions to develop their own fiscal strategies and oppose unfunded mandates on local governments.
17	Efforts assisting in the implementation and funding of key environmental issues, including environmental mitigation, climate resiliency, habitat conservation, planning, beach restoration and replenishment, and water quality-related issues.
18	Efforts to expand available methods of transportation project delivery, including design-build, design sequencing, construction manager/general contractor, and other alternative methods that expedite connectivity with state and federal systems.
19	Efforts to support funding opportunities and legislation that promote the implementation of effective and collaborative strategies and programs that maintain public safety and promote quality of life and public health, including initiatives that address substance abuse and graffiti abatement and reduce ~~youth and gang~~ criminal violence.
20	Legislation and/or policies that promote governmental efficiencies and cost savings.
21	Transit boards' legislative programs where consistent with SANDAG Policy.
22	Other organizations' legislative programs where consistent with SANDAG Policy (i.e., California Association of Councils of Governments, American Public Transportation Association, National Association of Regional Councils, California Transit Association, Self-Help Counties Coalition, League of California Cities, California State Association of Counties, Caltrans, International Association of Chiefs of Police, National Sheriffs' Association, California Police Chiefs Association, California State Sheriffs' Association, Coalition for America's Gateways and Trade Corridors (CAGTC), and National Association of Counties).
23	Lead efforts to pursue legislative and/or administrative reform of the Regional Housing Needs Assessment process and state housing element law.
24	Efforts to support public and private funding opportunities to recover from the Jan 22, 2024 flooding disaster, including infrastructure and housing aid.

No.	MONITOR
25	Proposals that limit the use of eminent domain for public infrastructure projects.
26	Legislation affecting solid waste, water supply, and storm water; support funding opportunities to assist in these areas, and implementation of the Regional Plan.
27	Legislation relating to personnel matters (i.e., workers' compensation, Public Employee Retirement System benefits) and other labor related issues.
28	Legislation requiring local agencies to implement new administrative compliance measures.
29	Legislative efforts related to offshore oil drilling in the coastal waters within the San Diego region.
30	Legislation and policies impacting the development and implementation of Alternative Planning Strategies, as well as planning requirements set forth by the California Air Resources Board and other state agencies.
31	Legislation relating to transportation operating agency coordination.

Free Language Assistance | Ayuda gratuita con el idioma | Libreng Tulong sa Wika | Hỗ trợ ngôn ngữ miễn phí
免費語言協助 | 免费语言协助 | مساعدة ترجمة مجانية | 무료 언어 지원 | کمک زبان رایگان | 無料の言語支援 | Бесплатная языковая помощь
Assistência linguística gratuita | मुफ़्त भाषा सहायता | Assistance linguistique gratuite | ជំនួយភាសាឥតគិតថ្លៃ
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SANDAG.org/LanguageAssistance | (619) 699-1900

TransNet Regional Transportation Congestion Improvement Program Proposed Fee Adjustment*

Overview

The TransNet Extension Ordinance requires the 18 cities in the San Diego region and the County of San Diego to collect a Regional Transportation Congestion Improvement Program (RTCIP) fee from the private sector for each new housing unit constructed in its jurisdiction, with certain exceptions, including low income residential units and accessory dwelling units.

The fee's purpose is to help ensure that future development contributes its proportional share of the funding needed to pay for the impact of new growth on the Regional Arterial System and related regional transportation facility improvements as defined in the most recent Regional Transportation Plan adopted by SANDAG.

Action: **Approve**

The Board of Directors is asked to approve a 4.9% adjustment to the Regional Transportation Congestion Improvement Program, raising the fee from $2,741.97 to $2,875.06 beginning July 1, 2024.

Fiscal Impact:

The Regional Transportation Congestion Improvement Program (RTCIP) fee would increase from $2,741.97 to $2,875.06 beginning July 1, 2024.

Schedule/Scope Impact:

Pending Board approval, the adjusted RTCIP fee would become effective July 1, 2024.

Key Considerations

SANDAG is required to adjust the minimum RTCIP fee amount on July 1 of each year based on an analysis of construction cost indices, but never less than 2%. The purpose of this annual adjustment is to ensure that the RTCIP retains its purchasing power to improve the Regional Arterial System.

Based on an analysis of construction cost trends and relevant indices, staff recommends a 4.9% fee adjustment to the RTCIP, raising the minimum RTCIP fee from $2,741.97 to $2,875.06 beginning July 1, 2024 (Attachment 1). This increase matches the rise in the Construction Cost Index, that was observed in the last complete fiscal year (FY 2023). It helps to ensure that the RTCIP fee maintains its purchasing power to complete necessary transportation improvements.

Next Steps

In accordance with TransNet Extension Ordinance provisions[1], each jurisdiction's RTCIP funding program must be submitted for review by the Independent Taxpayer Oversight Committee (ITOC) by April 1 of each year to remain eligible for TransNet Local Street and Road funding. The annual submittal of RTCIP funding programs by local jurisdictions is scheduled for review at the ITOC meeting on April 10, 2024.

Susan Huntington, Director of Financial Planning, Budgets, and Grants

Attachment: 1. Discussion Memo

[1] Section 9 of the TransNet Extension Ordinance requires that local jurisdictions establish a program or mechanism for funding the Regional Arterial System. For purposes of the RTCIP, the Regional Arterial System is defined in the most recent Regional Transportation Plan adopted by SANDAG.

Discussion Memo

Background

The TransNet Extension Ordinance requires the 18 cities and the County of San Diego to collect a fee from the private sector for each new housing unit[1] constructed in that jurisdiction for contribution to the Regional Transportation Congestion Improvement Program (RTCIP). RTCIP revenue is required to be used to construct improvements on the Regional Arterial System, such as new or widened arterials, traffic signal coordination and other traffic improvements, freeway interchange and related freeway improvements, railroad grade separations, and improvements required for express bus and rail transit.

The Ordinance further requires SANDAG to adjust the RTCIP fee amount each year and states that in no event shall the adjustment be less than 2% per year or more than the percentage increase set forth in the Engineering Construction Cost Index (CCI) published by the Engineering News-Record (ENR), or a similar CCI. The purpose of this annual adjustment is to ensure that the RTCIP retains its purchasing power to improve the Regional Arterial System and to help ensure future development contributes its proportional share of the funding needed to pay for the impact of new growth on the Regional Arterial System and related regional transportation facility improvements, as defined in the most recent Regional Transportation Plan adopted by SANDAG.

The RTCIP funding programs fall under the responsibility of the 19 local jurisdictions, which must maintain their RTCIP funding programs and comply with specific administrative requirements to remain eligible for TransNet local street and road funding.

The RTCIP has been implemented in the San Diego region since July 1, 2008. Annual RTCIP fee adjustments, funding program reports, and related audits can be found on the RTCIP page of the SANDAG Website. Relevant excerpts can be referenced in the TransNet Extension Ordinance and SANDAG Board Policy No. 031: TransNet Ordinance and Expenditure Plan Rules.

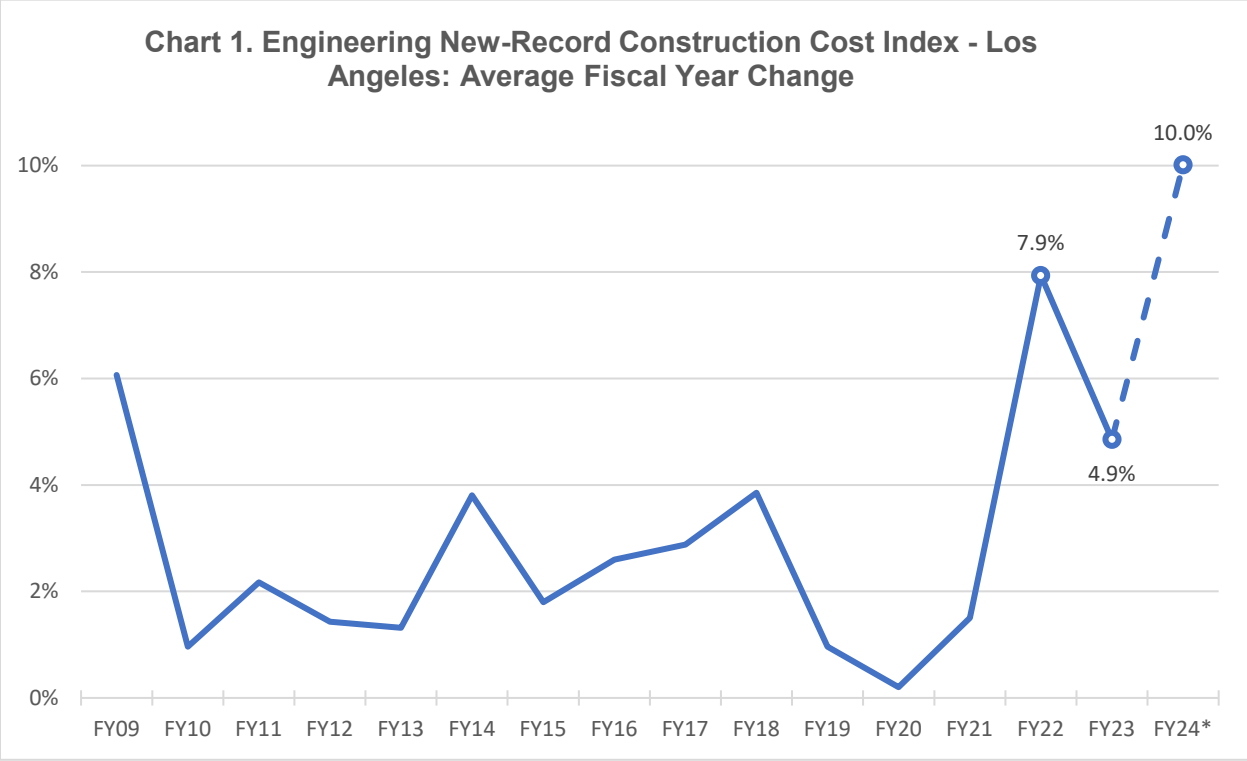
Construction Cost Increases

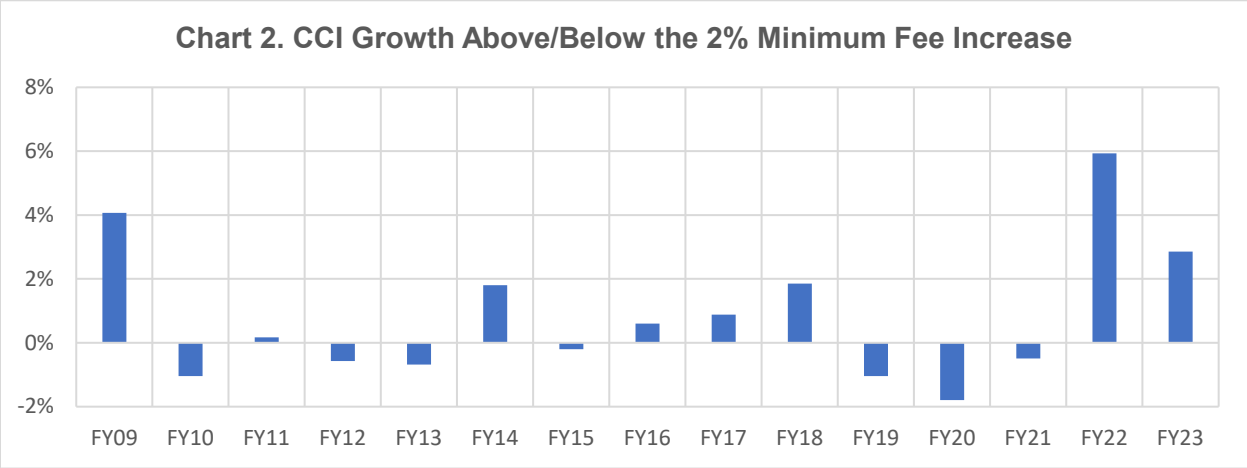
SANDAG staff evaluated changes recorded in the ENR Construction Cost Index for Los Angeles (ENR CCI-LA).[2] The index is based on monthly price changes in four areas: lumber, cement, structural steel, and labor. It helps track month-to-month fluctuations in construction costs, and when tracked over time, it measures year-over-year price increases.

Chart 1 shows annual increases in the ENR CCI-LA since Fiscal Year 2009. For about ten years (from FY 2010 through FY 2021), construction costs rose by less than 4% per year. FY 2022 marked the first sharp rise in costs (7.9%) and was followed by another strong year of cost increase (4.9% in FY 2023). Only the first six months of data are available for FY 2024, suggesting another year of strong cost escalation.

Chart 2 shows how much construction cost growth in each fiscal year varied from (above or below) the 2% minimum specified by the Ordinance. Between FY 2009 and FY 2023, there were eight years where construction costs rose by more than 2% minimum (as specified by the Ordinance) and seven years where the costs rose by less than the 2% minimum requirement.

[1] Some types of new construction can be exempted, such as low to moderate-income housing.
[2] ENR produces construction cost indices for 20 US cities. SANDAG uses the Los Angeles index since it is the closest approximation of construction cost trends for San Diego.





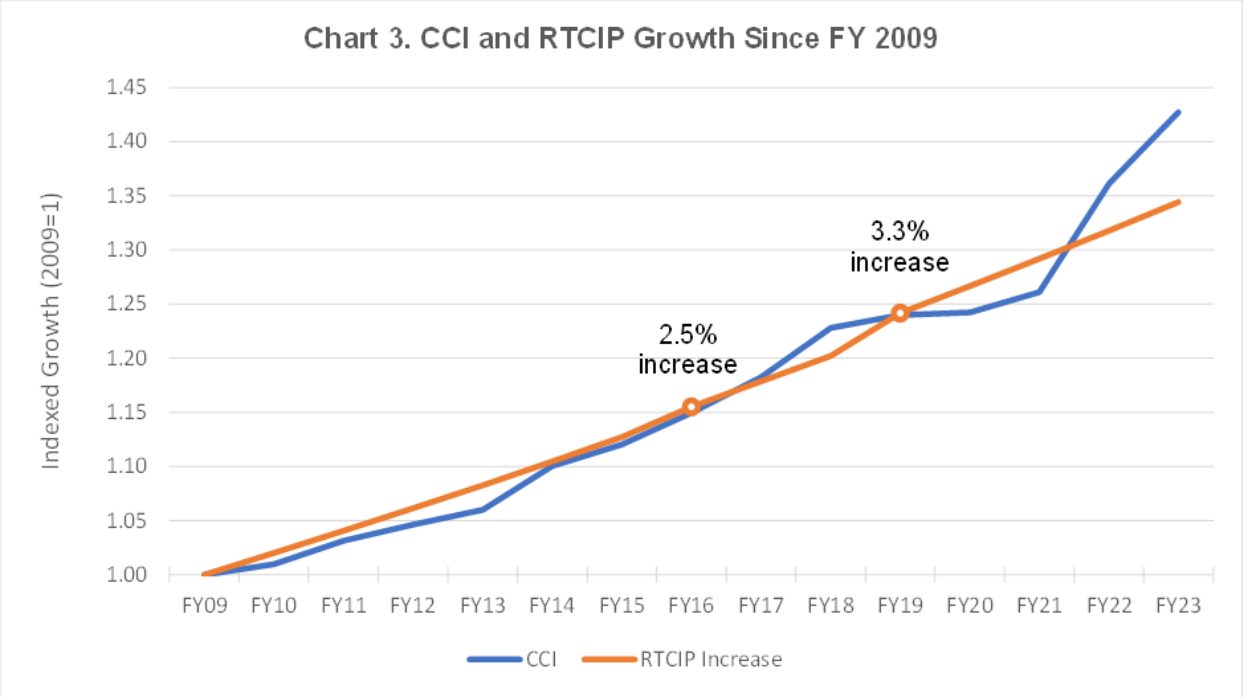
Recommendation on the RTCIP Fee Increase

Each year, SANDAG recommends an increase in the RTCIP fee to ITOC. Staff usually bring the recommendation to ITOC in February, and the fee increase takes effect in the new fiscal year (starting July 1).

Strong construction cost increases mark the last two years. Despite this, SANDAG staff had recommended the 2% minimum, maintaining that the RTCIP fee could preserve the purchasing power needed to complete necessary transportation improvements. Chart 3 shows that through FY2021, RTCIP fee growth was in line with construction cost increases. However, the region is now entering its third year

of construction costs rising well above 2%, even as general economic conditions are improving (inflation is easing and fears of a recession are receding). Between FY 2021 and FY 2023, construction costs increased by 13% while the RTCIP fee grew by 4%. The gap is likely to widen in FY 2024 based on how construction costs are rising in the first half of FY 2024.

As a result of these conditions, staff recommend a 4.9% increase ($133.09) to the RTCIP fee for FY 2025. The increase will bring the RTCIP fee to $2,875.06. The proposed 4.9% increase will be the third time (since FY2009) that staff recommends an increase above the 2% minimum.



Note: The RTCIP fee has increased by more than 2% only two times since FY 2009. In FY 2016, the fee increase was 2.5%; in FY 2019, the increase was 3.3%.

FY 2024 Program Budget Amendment: San Ysidro Mobility Hub

Action: **Approve**

The Board of Directors is asked to approve an amendment to the FY 2024 Program Budget, accepting $785,400 in funding from the Federal Transit Administration to support the San Ysidro Mobility Hub project (Overall Work Program Element No. 3322300).

Fiscal Impact:

Approval of the proposed budget amendment would add $785,400 to the FY 2024 Program Budget to support the San Ysidro Mobility Hub project.

Schedule/Scope Impact:

This is a multi-year project with anticipated completion of planning studies in FY 2026.

Overview

The Regional Plan envisions connection points anchored by high quality transit while providing on-demand mobility options, safe streets, and supporting amenities. The San Ysidro Port of Entry is the primary gateway between the U.S. and Mexico and one of the busiest border crossings in the world with over 90,000 people crossing northbound each day. For decades, the adjacent San Ysidro Transit Center (SYTC) has connected the San Ysidro community and cross-border travelers to the rest of the region but faces numerous challenges related to safety, capacity, and user experience.

The San Ysidro Mobility Hub will provide a welcoming experience and robust travel options to better serve the community. SANDAG and partner agencies are advancing work to establish a vision and strategy to bring the San Ysidro Mobility Hub to life.

Key Considerations

SANDAG is taking a two-phased approach to implementing improvements to the existing SYTC while also creating a long-term vision for the future San Ysidro Mobility Hub.

Phase I focuses on near-term station improvements at SYTC that address long-standing challenges impacting pedestrian connectivity, safety, operational capacity, and user experience. These include station reconfiguration to enable transit capacity improvements for the Metropolitan Transit System (MTS) trolley and bus service, pedestrian safety measures, as well as others.

Phase II builds on the near-term improvements and incorporates a broader array of mobility, design, and land use considerations to establish the long-term vision for the future San Ysidro Mobility Hub. These include the incorporation of new planned transit connections, land use integration, and development opportunities, as well as the deployment of new technologies for improved border mobility.

On July 20, 2023, the Federal Transit Administration (FTA) announced a funding award of $785,400 to the project from the Areas of Persistent Poverty program. The Board of Directors is asked to approve an amendment to the FY 2024 Program Budget to accept the funds.

Next Steps

SANDAG, in coordination with MTS, the City of San Diego, and Caltrans, is currently conducting planning and outreach activities in support of Phase I, which is expected to conclude in spring 2024.

Pending Board approval, SANDAG will accept the $785,400 from FTA and amend the project budget as shown in Attachment 1. Staff will also prepare a Request for Proposals to obtain consultant support on the project and initiate Phase II planning and outreach activities by summer 2024.

Antoinette Meier, Senior Director of Regional Planning

Attachment: 1. FY 2024 Program Budget Amendment for Overall Work Program Element No. 3322300 San Ysidro Mobility Hub Planning

WORK ELEMENT: **3322300 San Ysidro Mobility Hub Planning**

FY 2024 BUDGET: ~~**$1,545,000**~~ **$613,031**

AREA OF EMPHASIS: **Sustainable Mobility Programs and Services**

Amendment Title: FY 24 Project Budget Amendment_3322300

Funds Source				
	Prior	**FY 2024**	FY 2025 -	Total
Other Local Funds	~~$659,477~~ $351,927	~~$1,240,000~~ $208,031	~~$0~~ $1,020,842	~~$1,899,477~~ $1,580,800
FTA Transit Oriented Development Planning Pilot Program 20005(b)	~~$100,000~~ $0	$305,000	~~$0~~ $100,000	$405,000
FTA Areas of Persistent Poverty Program		$100,000	$685,400	$785,400
TransNet Administration	~~$0~~	~~$0~~	~~$0~~ $87,267	~~$0~~ $87,267
TOTAL	**~~$759,477~~ $351,927**	**~~$1,545,000~~ $613,031**	**~~$0~~ $1,893,509**	**~~$2,304,477~~ $2,858,467**

Note: Local funding is provided by MTS.

Funds Application				
	Prior	**FY 2024**	FY 2025 -	Total
Other Direct Costs	~~$0~~ $165	~~$20,000~~ $10,000	~~$0~~ $10,000	~~$20,000~~ $20,165
Contracted Services	~~$759,477~~ $351,762	~~$1,525,000~~ $583,031	~~$0~~ $1,726,242	~~$2,284,477~~ $2,751,035
Salaries, Benefit, Indirect	$0	~~$0~~ $20,000	~~$0~~ $162,777	~~$0~~ $182,777
TOTAL	**~~$759,477~~ $351,927**	**~~$1,545,000~~ $613,031**	**~~$0~~ $1,893,509**	**~~$2,304,477~~ $2,858,467**

OBJECTIVE

The objective of this work element is to advance implementation of the future San Ysidro Mobility Hub per the Regional Mobility Hub Strategy and the 2021 Regional Plan. Mobility Hubs are an essential component of the regional transportation network which integrate shared mobility services, transit supportive land uses, and supporting technology to increase mobility options and enhance equity, safety, and accessibility. Emphasis in FY 2024 will be completing Phase I planning and outreach activities and initiating the Phase II planning and outreach.

PREVIOUS ACCOMPLISHMENTS

The San Ysidro Mobility Hub effort builds from previous planning efforts including the 2014 San Ysidro Intermodal Transit Center Study, 2015 Pedestrian and Bicycle Transportation Access for the California-Baja California Land Ports of Entry Study, and the 2021 California-Baja California Border Master Plan. This project also builds from infrastructure investments

including the 2015 Trolley Renewal Project, 2016 completion of the Virginia Avenue Transit Center, and 2019 completion of the San Ysidro Port of Entry Modernization and Expansion project led by U.S. General Services Administration. In FY 2022 the SANDAG Board of Directors approved a budget amendment to include the San Ysidro Mobility Hub Planning effort and accept up to $1.25 million in local funds from MTS for this effort. In FY 2023 staff initiated a planning study to develop near-term improvements to the existing transit center.

Project Manager: Williamson, Jennifer

Committee(s): Borders Committee, Transportation Committee

Working Group(s): Committee on Binational Regional Opportunities, Social Services Transportation Advisory Council, Mobility Working Group, Social Equity Working Group

PRODUCTS, TASKS, AND SCHEDULES FOR FY2024

Task No.	% of Effort	Task Description / Product / Schedule	
1	10	**Task Description:**	Project Management
		Product:	Meeting Summaries, Quarterly Reports and Milestone Deliverables
		Completion Date:	6/30/2024
2	15	**Task Description:**	Stakeholder and Public Outreach
		Product:	Project stakeholder outreach materials and events, outreach meeting summaries, public participation strategy, briefings with public officials, stakeholder meeting summaries
		Completion Date:	6/30/2024
3	10	**Task Description:**	Phase I – San Ysidro Transit Center Improvements
		Product:	Final Summary Report, Final Study Presentations
		Completion Date:	6/30/2024
4	40	**Task Description:**	Phase II – San Ysidro Mobility Hub
		Product:	Request for Proposals documentation, Draft Public Outreach Strategy memo, Draft Existing Conditions memo
		Completion Date:	6/30/2024
5	25	**Task Description:**	Blue Line Transit Oriented Development Study
		Product:	Stakeholder and Public Outreach Plan, Existing Conditions Assessment and Station Area Analysis, TOD Opportunity Site Memo, Land Use and Mobility Solutions Report, Implementation Strategy Report
		Completion Date:	6/30/2024

FUTURE ACTIVITIES

Future activities include completing Phase II planning activities, advancing Phase I improvements into subsequent phases of implementation, and further developing transit-oriented development strategies for regional mobility hub implementation.

Note: Amending to add $785,400 funding award from FTA competitive grant program (Areas of Persistent Poverty). New FTA funding to be expended under Tasks 1, 2, and 4.

Chief Executive Officer Delegated Actions*

Overview

Various Board Policies require the Chief Executive Officer to report certain actions to the Board of Directors monthly or upon taking specified actions.

Action: **Information**

In accordance with various Board Policies, this report summarizes delegated actions taken by the Chief Executive Officer.

Fiscal Impact:

One security reached maturity in January for $6.1 million, and one security was purchased for $6.6 million.

Schedule/Scope Impact:

None.

Delegated Actions

Investment Transactions: Board Policy No. 003 , Section 11.2, states that a monthly report of all investment transactions shall be submitted to the Board. Attachment 1 contains the reportable investment transactions for January 2024.

Legal Matters: Board Policy No. 008, Section 6.1, authorizes the Office of the General Counsel or outside counsel to file documents and make appearances on behalf of the agency in court proceedings.

In the matter of He v. Metropolitan Transit System (Superior Ct. Case No. 2021-00002319), the following actions were taken by Bremer Whyte Brown & O'Meara on behalf of SANDAG:

- On January 19, 2024, attended a Motion Hearing on SANDAG's Motion for Leave to File Amended Answer
- On January 23, 2024, filed a First Amended Answer to Plaintiffs' Complaint

In the matter of La Jolla Trust v. SANDAG (Superior Ct. Case No. 2023-00052377), the following actions were taken by Nossaman on behalf of SANDAG:

- On January 12, 2024, filed a Notice of Settlement Meeting
- On January 19, 2024, attended a hearing in the matter of Black Mountain Trust v. City of San Diego regarding relating the two cases

In the matter of McSpadden v. City of San Diego (Superior Ct. Case No. 2022-00019227), the following actions were taken by Bremer Whyte Brown & O'Meara on behalf of SANDAG:

- On January 5, 2024, attended a Status Conference

Real Property Transfer: Board Policy No. 017, Section 4.3, authorizes the Chief Executive Officer to execute all real property transfer documents, including but not limited to, rights of entry, licenses, leases, deeds, easements, escrow instructions, and certificates of acceptance. The following real property transfer was approved:

Mid-Coast Corridor Transit Project – Capital Improvement Project No. 1257001				
No.	Address	Nature of Activity	Appraisal Amount	Offer Date & Amount
1.	8825 Villa La Jolla Drive, La Jolla, CA 92037; BPP Shops at La Jolla LLC	Real Property Transfer	Zero (transfer only, to Metropolitan Transit System)	1/11/2024; $0

Administrative Policies:

- Employee Handbook: The SANDAG Bylaws, Article V, Section 4d, states the Executive Director is enabled to develop and maintain an Employee Handbook, as well as all other administrative policies governing the administrative procedures of SANDAG. Further, Board Policy No. 017, Section 5, states the Executive Director shall act as the appointing authority for SANDAG with the authority to appoint, promote, transfer, discipline, and terminate all employees of SANDAG consistent with the provisions of Employee Handbook, which shall be provided to the Board on an annual basis. The 2024 SANDAG Employee Handbook is hereby provided to the Board to fulfill the annual notice requirement.

- Performance Evaluations: Board Policy No. 017, Section 6, states that the Executive Director shall prepare for the Board's consideration, and shall update on a regular basis, an administrative policy that includes a process to conduct staff performance evaluations on a regular basis to determine if the knowledge, skills, and abilities of staff members are sufficient to perform their respective functions in order to allow the Board monitor the staff evaluation process on a regular basis. The Performance Management Program Policy is included as Attachment 2.

- In accordance with the administrative policies noted below, quarterly reports shall be prepared for the Board. The reports for FY 2024, Q2 are shown in Attachments 3A through 3C.
    - Purchase Card Policy: pertains to the issuance, use, and reporting of transactions made using SANDAG-issued credit cards.
    - Hospitality and Events Policy: pertains to the purchase of food and beverage for SANDAG meetings and events.
    - Business Meals Policy: pertains to hosting meals for the purpose of conducting agency business.

Coleen Clementson, Chief Executive Officer

Attachments:
1. Investment Securities Transactions Activity – January 2024
2. Performance Management Program Policy – February 2024
3. Administrative Policy Quarterly Reports – FY 2024 Q2

MONTHLY ACTIVITY FOR INVESTMENT SECURITIES TRANSACTIONS

JANUARY 1 THROUGH JANUARY 31

Transaction Date	Security/Coupon/Maturity Date	Par Value	Original Cost
BOUGHT			
01/19/2024	CITIBANK N A SR NT 5.488% 12/04/26	$ 6,500,000.00	$ 6,597,370.00
	TOTAL BOUGHT:	$ 6,500,000.00	$ 6,597,370.00
MATURED			
01/23/2024	CITIBANK NA 3.650% 1/23/24	$ 6,100,000.00	$ 6,565,064.00
	TOTAL MATURED:	$ 6,100,000.00	$ 6,565,064.00
SOLD	NO REPORTABLE SECURITIES FOR THIS MONTH		

Performance Management Program Policy

Performance management is about transforming goals into results. SANDAG strives to provide an environment where all employees understand the impact their contributions have toward achieving the agency's goals and objectives, and have opportunities for ongoing growth and development. These objectives are accomplished through an effective performance management program.

The SANDAG Performance Management program incorporates processes and tools that coordinate the efforts of employees in making contributions to the agency's programs, projects, and services. To be most effective performance management requires collaboration and communication between supervisors and employees. Core activities include establishing performance expectations, setting goals and objectives, periodic check-in meetings to assess progress toward achieving goals and reset priorities if new projects or tasks arise, and feedback discussions that support employee growth and development.

There are four key elements to the SANDAG Performance Management program:

- Defining Performance Expectations
- Providing Feedback and Measuring Performance
- Growth and Development
- Rewarding Performance

The Performance Management program has a strong connection to the agency's Compensation Program; the outcomes of an employee's performance throughout the year are considered in decisions related to merit increases; performance results also are considered in decisions related to promotions.

This policy describes the overall framework of the SANDAG Performance Management program and is applicable to all employees. The agency has established forms, tools, and training, as well as a comprehensive resource guides to support employees, supervisors, and Directors with completion of annual performance evaluations as well as goal-setting activities.

1.0 RESPONSIBILITIES

The Senior Director of Organization Effectiveness has overall responsibility for ensuring this policy and associated procedures are implemented and the necessary resources for the

program are made available to Directors, supervisors, and employees. Below is a non-exhaustive list of other responsibilities.

The Director of Human Resources is responsible for:

- Coordinating and communicating the overall Performance Management program;
- Preparing, updating, and distributing forms, resources, and other program materials;
- Providing training for supervisors and employees;
- Supporting supervisors and employees with growth and development-related activities and providing guidance for addressing performance deficiencies.

Directors are responsible for:

- Clarifying and communicating organizational priorities and objectives;
- Assigning goals and objectives to employees that are consistent with agency needs;
- Providing timely and actionable feedback to employees, and immediately addressing and documenting any performance deficiencies that are identified;
- Ensuring employees complete annual Performance Evaluations in a timely manner;
- Preparing recommendations for merit increases that are fair and equitable based on an employee's performance and contributions.

Supervisors are responsible for:

- Ensuring goals and objectives are 1) discussed and agreed upon with each employee they supervise, 2) reviewed and updated, if needed, and 3) documented. Due to the agency's dynamic work environment, it is highly recommended that employee goals be reconsidered on at least a quarterly basis;
- Providing honest and constructive feedback to employees on a regular basis and engaging in coaching conversations that support growth and development;
- Ensuring employees have the knowledge, skills, and abilities necessary to perform their job functions, and immediately addressing and documenting any performance deficiencies that are identified;
- Completing Performance Evaluations with employees at the end of each fiscal year to discuss and document goal achievement and performance highlights, and to hold feedback and development planning conversations to support professional and/or technical growth of the employee.

Employees are responsible for:

- Actively participating in performance management activities, including developing goals and objectives, preparing for and contributing to regular discussions with their supervisor, and identifying career development opportunities that are of interest;
- Monitoring personal performance toward goals and objectives and informing their supervisor of achievements or issues as they arise;
- Proactively notifying their supervisor of any potential impacts to their ability to perform their job duties including any training or other needed support.

2.1 DEFINING PERFORMANCE EXPECTATIONS

Clarity around "what needs to be accomplished, by when, and by whom" is the foundation of effective performance management. Each Director, program manager, and/or supervisor is responsible for communicating and clarifying priorities and significant upcoming activities to their team or work group, and describing the role each employee has in achieving the stated goals.

Supervisors and employees jointly develop and document goals and objectives that focus on the projects, programs, and assignments the employee works on that contribute to the agency's overall success; it is highly recommended that goals and objectives be reviewed and updated on a quarterly basis. Also, supervisors and employees identify professional development goals that are geared toward enhancing technical skills/knowledge, or opportunities for gaining management or leadership experience. This collection of goals and objectives is referred to as a Goal Plan.

Goals and objectives are intended to be challenging and ambitious with measurable key results.

- Objective: Describes what is to be achieved; objectives are significant, concrete, and action-oriented.
- Key Results: Describes the measurable progress or outcomes of an objective (i.e., are you on track?); key results are specific and time-bound, aggressive yet realistic.

2.2 PROVIDING FEEDBACK AND MEASURING PERFORMANCE

Supervisors and employees are expected to hold frequent (weekly or biweekly) conversations about progress toward meeting objectives described in the Goal Plan: 1) to assess whether work performed is meeting expectations, and 2) to ensure employees have the knowledge, skills, and resources to perform their job functions effectively. At the end of each quarter, the supervisor and employee identify/refine goals and objectives for the upcoming three-month period.

2.1 ANNUAL PERFORMANCE EVALUATION

The annual Performance Evaluation, which coincides with the end of the fiscal year, includes a summary of goal achievements and technical and/or professional growth demonstrated during the prior 12-month period. The results documented as part of the annual Performance Evaluation will be used by Directors to recommend merit increases for employees.

Completion of annual Performance Evaluations requires collaboration between employees, supervisors, and Directors. The core activities that make up this effort include 1) preparation of brief written summaries of performance - by both the employee and supervisor, 2) conversations that provide feedback about the accomplishments throughout the year, and 3) discussions about project/task goals and development goals that will be part of the upcoming Goal Plan. As part of the Performance Evaluation process, supervisors assess employee skill

levels as they relate to current and future work assignments, and prepare training and development goals to either address gaps between actual and expected performance or identify potential development opportunities.

2.2 TOOLS FOR MEASURING AND DOCUMENTING PERFORMANCE

- Performance Evaluation Forms

  SANDAG has standardized Performance Evaluation forms that allow: the employee to highlight their most significant performance results in the past 12 months, as well as areas of growth and learning: supervisors to provide feedback; and Directors to provide comments. All Performance Evaluation forms are signed by the employee and supervisor, and approved by the Director.

- Overall Performance Levels

  When it comes to performance, SANDAG values the results of an employee's efforts (the "what") and the manner in which the work is accomplished (the "how"). Employees are expected to successfully complete their primary job responsibilities and achieve the goals and objectives assigned throughout the year. Attitudes and behaviors that demonstrate innovation, collaboration, teamwork, and accountability also are important factors when considering overall performance.

  Five levels of performance have been defined and are used to evaluate an employee's contributions and impact to the agency. The levels, assigned by the Director based on the employee's documented annual performance evaluation, are used to determine merit increases. To ensure fair and equitable distribution of merit increases, and to differentiate levels of performance, employees at the same performance level will receive the same percentage of their salary range mid-point as a merit increase.

2.3 PERFORMANCE MANAGEMENT FOR NEW EMPLOYEES

- Initial Goals and Objectives
  During the first four (4) weeks of employment, the supervisor and employee discuss and agree upon job-related and professional development goals for the first six (6) months. These goals often focus on learning the technical aspects of the role as well as practices and procedures for accomplishing various tasks and functions.

- Performance Evaluations

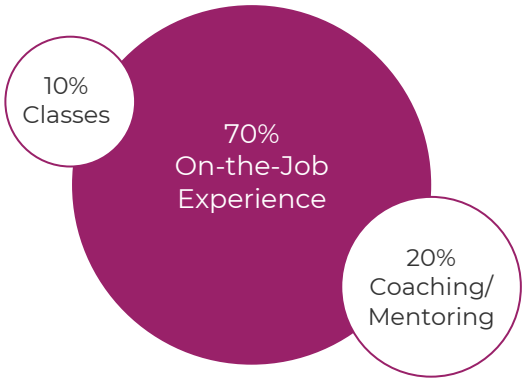
  - New Regular employees participate in a 3-month Introductory Period Check with their supervisor to review progress toward meeting the initial goals and objectives established for the position. New Regular employees are evaluated again at their 6-month anniversary date to determine if they can successfully perform the core responsibilities of the position for which they were hired.

- New Limited-Term and TIPS employees participate in a 6-month Performance Evaluation with their supervisor to review progress toward meeting the initial goals and objectives established for the position.

3.0 GROWTH AND DEVELOPMENT

The agency's continued success rests on sustaining and developing employees so they have the skills necessary to accomplish current and future goals and objectives. The diversity and complexity of agency responsibilities provides a rich environment from which employees and supervisors can identify and cultivate ongoing learning opportunities.

How Development Happens



Development goals relate to competencies and technical skills/knowledge specific to a particular function or role. Goals and objectives are established at levels that are achievable and attainable by employees in their current position. There may be components of goals that stretch an employee's development and bridge them to a higher-level position within their job family.

Employees and supervisors identify and incorporate a variety of skill-building opportunities into everyday experiences at work, and the agency supplements these efforts by supporting coaching and mentoring and providing access to a broad range of training opportunities.

4.0 PERFORMANCE REWARDS

SANDAG uses a pay-for-performance compensation model to support the highest levels of organization success. The intent is to recognize and reward employees based on their contributions and positive impact to the agency, and in a manner that differentiates average versus outstanding levels of performance. SANDAG provides annual performance rewards to eligible employees; the results of annual Performance Evaluations are used by Directors to prepare recommendations for pay increases, which are considered and approved on an agencywide basis to ensure that rewards are distributed fairly and equitably among eligible and deserving employees.

Funding for performance rewards is included in the compensation adjustment pool which is identified in the annual program budget and approved by the Board of Directors. Performance rewards are not guaranteed and may not be available due to budget constraints or other business reasons.

4.1 MERIT INCREASES/LUMP-SUM MERIT PAY

The primary form of a performance reward is a merit increase (an adjustment to annual salary). Merit increases serve two purposes: 1) they move an employee through their salary range and support the agency's retention goals by ensuring employee pay remains competitive with similar roles in the market, and 2) they are used to provide larger pay increases to employees who achieve significant results and/or demonstrate exemplary performance throughout the year.

As an alternative to a merit increase, an employee may be provided with a lump-sum merit payment as a form of performance reward. Lump-sum merit payments are typically used to supplement a merit increase, or instead of a merit increase, when an employee is at or close to the top of their salary range. When an employee receives lump-sum merit pay, their base salary will be brought to the top of the salary range; any additional compensation above the top of the salary range will be provided as lump-sum merit pay and is a one-time payment.

Merit increases or lump-sum merit pay is considered on an individual basis and the amount awarded is determined as a percentage of the mid-point of the employee's current salary range. The primary factors affecting the percentage amount awarded to an employee include availability of funds in the compensation adjustment pool and overall performance relative to other employees. A typical compensation adjustment pool is 3 to 5% of the annual salary budget. A merit increase or lump-sum merit award shall not exceed 10% of an employee's base pay.

4.2 ELIGIBILITY CRITERIA

Employees must meet the following eligibility criteria to participate in the annual Performance Evaluation cycle and be considered for a merit increase/lump-sum merit pay:

- Employment classification: Must be hired as a Regular, Limited-Term, or TIPS employee; annuitants, temporary employees from staffing agencies, and contractors are not eligible.
- Tenure: Must have a hire date on or before March 31, and continuous employment with SANDAG through the end of the annual review period (typically June 30).
- Employment status: Must be an active employee at the time performance rewards are processed by Payroll.
- Work schedule: Merit increases shall be pro-rated for employees who work less than full-time.
- Performance Evaluations:

- For employees – must have completed their portion of the annual Performance Evaluation, consistent with the timeline communicated by Human Resources, unless an exception has been granted by the Deputy CEO.
- For supervisors, managers, and Directors – must have completed their portion of the annual Performance Evaluations for team and/or department members.
- Leaves of Absence – a customized timeline shall be developed for an employee who is on a leave of absence at the time annual Performance Evaluations are due for completion.

- Performance: Must be determined to be at the Successful, Exceeds Expectations, or Outstanding overall performance level. (See section below and Table 1.)
  - In limited cases, and with written justification from the supervisor, manager, and Director, an employee at the Improvement Expected overall performance level may be considered for a reduced merit increase, commensurate with performance results, if there has been demonstrated and sustained effort and attitude by the employee toward improvement. Approval must be granted by the Deputy CEO.
- Effective date of merit increase:
  - For employees hired prior to January 1 - any approved merit increase will be effective on the first day of the pay period in the current fiscal year.
  - For employees hired between January 1 and March 31 - any approved merit increase will be effective on the first day of the pay period following the employee's 6-month anniversary date. The merit increase is also conditioned on the employee and supervisor completing the 6-month Introductory Period activities.

4.3 OVERALL PERFORMANCE LEVELS

Two factors are considered when determining an employee's Performance Level. The first is how well the employee performed their core job duties throughout the year; the second is the impact of completed goals and individual action items. Attitudes and behaviors that demonstrate innovation, collaboration, teamwork, and accountability are also important factors when considering overall performance.

Definitions are provided below; additional criteria for assessing performance are provided in Table 1.

Primary Performance Levels

- Successful: The employee's performance reflects a solid and dependable 'team player' who does what is asked of them to ensure their team and department are successful.
    - Job duties were performed as expected.
    - Goals/action items were completed successfully.
- Exceeds Expectations: The employee's performance reflects strong, consistent, and reliable contributions; the employee regularly demonstrates their subject-matter expertise and does more than what is asked of them to add value to various work efforts and assignments to ensure their team and department are successful.
    - Job duties were performed with a proactive mindset at an "above average" level.
    - Goals/action items had a positive impact on the team/department.
- Outstanding: The employee's performance is easily recognized as being of the highest quality compared to their peers; the employee demonstrates mastery in all facets of their work and unquestionably contributes oversized results to their team, department, and the agency.
    - Job duties were consistently performed at a higher-than-expected level.
    - Goals/action items had a significant impact on the department/agency.

Other Performance Levels

- Improvement Expected: The employee is progressing toward improving their performance with a likelihood that they can meet the expectations for the role; the Employee and supervisor, in consultation with Human Resources, must implement a development plan.
    - Core job duties were performed at a sub-standard level.
- Unacceptable: The employee must make immediate and significant improvements; a Performance Improvement Plan (PIP) or other disciplinary action is required.
    - Core job duties were seldom performed at a satisfactory level.

4.4 APPROVAL OF MERIT INCREASES/LUMP-SUM MERIT PAY

Recommendations for merit increases or lump-sum merit payments are prepared and documented by Directors, using the overall performance level criteria and with input from supervisors and managers. To ensure fair and equitable distribution of merit increases, and to differentiate levels of performance, employees at the same performance level and salary range will receive the same base pay increase or lump-sum merit pay.

The Director of Human Resources shall prepare guidelines regarding the preparation of performance rating recommendations and distribution of merit increases and will coordinate an agencywide review and approval of the recommendations with the Senior Director of Organization Effectiveness, Deputy CEO and CFO. The Director of Human Resources is responsible for coordinating the preparation and processing of merit increase/lump-sum merit pay recommendations and retaining supporting records.

Merit increases and/or lump-sum merit pay is typically considered, approved, and processed in September/October and increases are provided retroactively to the first pay period of the current fiscal year. Backpay for the retroactive period (between the first day of the fiscal year and the time the pay increase is processed) will be provided.

Merit increases will not be provided to employees – including supervisors, managers, and Directors – who fail to complete their portion of the annual Performance Evaluation in a timely manner unless an exception to the due date is approved by the Deputy CEO. Even if an exception is granted, the merit increase shall not be processed until the Evaluation is fully completed.

4.5 OTHER TYPES OF PAY ADJUSTMENTS

Promotions for employee progression through a flexibly-staffed position series, from the I to II level or from the II to III/Associate level, as well as general or market-based pay adjustments, if available and applicable, also are considered and approved on an annual basis. These types of base pay increases do not impact the amount of the performance reward an employee may receive.

5.0 APPLICABLE LAWS, POLICIES, AND PROCEDURES

- California Code of Regulations, Section 570.5 (Requirement for a Publicly Available Pay Schedule)
- Employee Handbook: Chapter 9 (Pay Practices)
- Employee Handbook: Chapter 13 (Professional Development)
- Employee Education and Training Policy

Revisions approved by: Coleen Clementson, Chief Executive Officer
Effective date: February 2024

Table 1

Performance Levels Criteria

		Job Duties		Goals and Action Items
Successful	=	Job duties were performed as expected. The Employee o Reliably completed their core job responsibilities at the level of quality and expertise expected for their position. o Learned new skills that improved their performance. o Assisted with additional work when requested by their supervisor.	+	Goals/action items were completed successfully. The Employee o Actively participated in conversations and provided input regarding personal and/or team goals or improvement projects. o Successfully completed additional work assignments (goals/action items) as requested by their supervisor.
Exceeds Expectations	=	Job duties were regularly performed with a proactive mindset at an "above average" level. The Employee o Consistently completed their core job responsibilities at the expected level of quality, often exceeding the standards to make 'above-and-beyond' contributions. o Demonstrated growth and learning by actively seeking new, expanded, or modified job duties. o Regularly and reliably used their skills and subject matter expertise to contribute to special projects or assignments.	+	Goals/action items had a positive impact on the team/department. The Employee o Proactively identified opportunities for improvements that positively impacted how the team or department gets work done. o Regularly took the initiative to scope, plan, and complete additional work assignments (goals/action items) or expand upon defined projects to achieve elevated levels of success. o Demonstrated highly effective capabilities and successfully performed at a level of responsibility higher than expected for their position.
Outstanding	=	Job duties were consistently performed at a higher-than-expected level. The Employee o Almost always produced high-quality work in completing their core job responsibilities, frequently surpassing established expectations to contribute additional value. o Sought out challenging new work assignments as opportunities for professional development and learning. o Regularly and proactively offered their knowledge and expertise to team members or other departments to ensure agency work was completed effectively.	+	Goals/action items had a significant and positive impact on the department/ agency. The Employee o Proactively applied innovative thinking and 'out-of-the-box' problem-solving skills to improve how the department or SANDAG gets work done. o Regularly stepped outside of their existing responsibilities to contribute significantly to achieving goals and improvement initiatives. o Role-modeled excellent capabilities and judgment; proactively and regularly assumed higher level and/or different job responsibilities with exceptional results.

		Job Duties	Goals and Action Items
Improvement Expected	=	*Core job duties were performed at a sub-standard level.* *The Employee* o *Was inconsistent or not dependable in performing core job duties assigned to their position.* o *Require more supervision and guidance than typically necessary.* o *Has acted upon feedback provided throughout the year and has shown improvement in their recent performance.*	*Some goals/action items are in progress but have not been completed; others have not been initiated.*
Unacceptable	=	*Core job duties were seldom performed at a satisfactory level.* *The Employee* o *Was unable to perform many of the core job duties assigned to their position.* o *Required extreme supervision and guidance, including frequent redirection and/or reinstruction to meet minimum standards.*	*Goals/action items were identified but not in progress.*

SANDAG Purchase Card Expenses

Quarterly Report for period October 1 through December 31, 2023

From Sections 11.2 and 11.3 of the P-card Policy: The Director of Accounting and Finance shall oversee the preparation of quarterly P-card program reports for review by the CFO and CEO, and for review by the Audit Committee and Board of Directors. The reports shall include the volume and total value of transactions for each cardholder; any purchases made for emergency/business continuity reasons; and any instances of misuse or non-compliance with the policy.

October 2023

Cardholder	Program Area	Number of Transactions[1]	Value of Transactions[1]	Transactions Over $10K	Emergency Purchases	Instances of Non-Compliance	Resolution
Hasan Ikhrata	Executive Office	0	$0.00	None	None		
Anthony Ray	ARJIS	14	$6,135.42	None	None	None	
Jennie Sharp	Board/Employee Travel	19	$4,639.68	None	None	None	
Kami Leone	Board/Employee Travel	42	$31,013.42	None	None	None	
Silvia Olivarria	Board/Employee Travel	23	$13,200.14	None	None	None	
Tessa Lero	Board/Employee Travel	10	$9,814.79	None	None	None	
Tom Goggin	Facility/Business Operations	13	$5,856.46	None	None	None	
Jana Miclat	Human Resources	1	$195.00	None	None	None	
Kimberly King	Human Resources	10	$2,274.85	None	None	None	
Maria Guttieriez	Human Resources	7	$2,493.71	None	None	None	
Anthony Lacsina	Information Technology	17	$10,394.92	None	None	None	
Mike Stopani	SR 125 Roadway Operations	25	$9,944.87	None	None	None	

Total monthly spend using SANDAG credit cards: **$95,963.26**

Notes:

1. The Number and Value of Transactions include both purchases and credits.

SANDAG Purchase Card Expenses

Quarterly Report for period October 1 through December 31, 2023

From Sections 11.2 and 11.3 of the P-card Policy: The Director of Accounting and Finance shall oversee the preparation of quarterly P-card program reports for review by the CFO and CEO, and for review by the Audit Committee and Board of Directors. The reports shall include the volume and total value of transactions for each cardholder; any purchases made for emergency/business continuity reasons; and any instances of misuse or non-compliance with the policy.

November 2023

Cardholder	Program Area	Number of Transactions[1]	Value of Transactions[1]	Transactions Over $10K	Emergency Purchases	Instances of Non-Compliance	Resolution
Hasan Ikhrata	Executive Office	0	$0.00	None	None	None	
Anthony Ray	ARJIS	3	$3,422.35	None	None	None	
Jennie Sharp	Board/Employee Travel	6	$1,542.86	None	None	None	
Kami Leone	Board/Employee Travel	2	$205.74	None	None	None	
Silvia Olivarria	Board/Employee Travel	26	$6,811.61	None	None	None	
Tessa Lero	Board/Employee Travel	2	$2,142.96	None	None	None	
Tom Goggin	Facility/Business Operations	14	$7,798.04	None	None	None	
Jana Miclat	Human Resources	1	$215.29	None	None	None	
Kimberly King	Human Resources	5	$677.70	None	None	None	
Maria Guttieriez	Human Resources	7	$6,030.23	None	None	None	
Anthony Lacsina	Information Technology	10	$8,488.59	None	None	None	
Mike Stopani	SR 125 Roadway Operations	20	$5,343.32	None	None	None	

Total monthly spend using SANDAG credit cards: **$42,678.69**

Notes:

1. The Number and Value of Transactions include both purchases and credits.

SANDAG Purchase Card Expenses

Quarterly Report for period October 1 through December 31, 2023

From Sections 11.2 and 11.3 of the P-card Policy: The Director of Accounting and Finance shall oversee the preparation of quarterly P-card program reports for review by the CFO and CEO, and for review by the Audit Committee and Board of Directors. The reports shall include the volume and total value of transactions for each cardholder; any purchases made for emergency/business continuity reasons; and any instances of misuse or non-compliance with the policy.

December 2023

Cardholder	Program Area	Number of Transactions[1]	Value of Transactions[1]	Transactions Over $10K	Emergency Purchases	Instances of Non-Compliance	Resolution
Hasan Ikhrata	Executive Office	0	$0.00	None	None	None	
Anthony Ray	ARJIS	2	$925.00	None	None	None	
Jennie Sharp	Board/Employee Travel	5	$314.25	None	None	None	
Kami Leone	Board/Employee Travel	7	$2,674.08	None	None	None	
Silvia Olivarria	Board/Employee Travel	9	$1,007.62	None	None	None	
Tessa Lero	Board/Employee Travel	3	$1,169.04	None	None	None	
Tom Goggin	Facility/Business Operations	9	$17,794.17	1	None	Late approval of reconcilliation package by Director	Preliminary approval was provided via email by the due date; full approval was provided after transaction details were confirmed.
Jana Miclat	Human Resources	0	$0.00	None	None	None	
Kimberly King	Human Resources	16	$1,623.40	None	None	None	
Maria Guttieriez	Human Resources	6	$2,300.18	None	None	None	
Anthony Lacsina	Information Technology	11	$6,401.23	None	None	None	
Mike Stopani	SR 125 Roadway Operations	20	$13,445.73	None	None	None	

Total monthly spend using SANDAG credit cards: **$47,654.70**

Notes:

1. The Number and Value of Transactions include both purchases and credits.

SANDAG Hospitality and Event Expenses

Quarterly Report for period October 1 through December 31, 2023

From Hospitality and Events Policy: To ensure transparency regarding the use of SANDAG funds for hospitality items, the CFO shall prepare a quarterly report for the Board of Directors. The report shall include details of all meetings and events where there were expenses for hospitality items, including date, location, description of attendees/participants, cost, and the purpose and/or benefits derived from the meeting/event.

October 2023

Meeting/Event	Date	Location	Description of Attendees/Participants	Purpose/Benefits Derived	Number of Attendees	Cost[1]
LOSSAN Rail Realignment Workshop	10/4/2023	Del Mar Town Hall	Community members, elected officials, media and SANDAG staff	The LOSSAN Rail Realignment Workshops serve as a forum to engage the community about the LOSSAN project.	200	$901.50
Transportation Committee Meeting - Joint Session	10/6/2023	Garcia Room, Caltrans District - 11 Building	SANDAG Policy Advisory Committee members, SANDAG staff and members of the public	Joint Transportation Committee, Borders Committee, Regional Planning Committee, and Public Safety Committee meeting to collect feedback on the 2025 Regional Plan.	80	$522.50
LOSSAN Leadership Taskforce	10/10/2023	SANDAG, Board Room	Elected officials, LOSSAN agencies and jurisdictions' representatives and SANDAG staff	Working lunch for the statewide LOSSAN Regional Rail Corridor Working Group, led by the California State Transportation Agency, to proivde a forum for elected officials, stakeholders, and agencies to work collaboratively on challenges and opportunities related to LOSSAN.	50	$764.88
SANDAG Leadership Briefing	10/11/2023	San Diego County Offices	SANDAG Board members and SANDAG staff	Staff briefing with Board Leadership regarding the Proposed FY 2024 Budget Amendment.	9	$140.15
TransNet Independent Taxpayer Oversight Committee Meeting	10/11/2023	SANDAG, Board Room	ITOC members	Regular ITOC meetings support an enhanced level of accountability for expenditure of TransNet funds, as outlined in the TransNet Ordinance and Expenditure Plan.	8	$111.28
Executive Committee Meeting	10/13/2023	SANDAG, Board Room	Executive Committee members	Executive Committee meetings support oversight of the preparation of the agency budget and work program, recommendations on legislative proposals and agency policies, and setting the Board of Directors agendas.	10	$62.80

October 2023

Meeting/Event	Date	Location	Description of Attendees/Participants	Purpose/Benefits Derived	Number of Attendees	Cost[1]
Board of Directors Meeting	10/13/2023	SANDAG, Board Room	SANDAG Board members	Board of Directors meetings provide the public forum for policy decision-making on significant regional issues.	35	$563.99 [2]
Audit Committee Meeting	10/13/2023	SANDAG, Board Room	Audit Committee members	Audit Committee meetings support oversight of the Independent Performance Auditor and serve as a forum for the recommendation of internal control guidelines, the annual audit plan and annual financial statement audits.	7	$82.94
Housing Acceleration Program Technical Assistance Regional Training #4	10/17/2023	SANDAG, Vision Lab	Local jurisdiction housing staff, consultants, and SANDAG staff	Meeting lead by the Sustainable Communities team and project consultants to discuss objective design standards and housing element implementation for the Housing Acceleration Program's Technical Assistance.	11	$148.60
Transportation Committee Meeting	10/20/2023	SANDAG, Board Room	Transportation Committee members	Transportation Committee meetings serve as a forum for the discussion and recommendation of policies related to transportation, and for the oversight of regional transportation planning and programming efforts.	15	$123.63
2023 WTS San Diego Annual Awards & Scholarship Gala	10/26/2023	Marina Village - Seaside Room, San Diego	SANDAG Staff	Attendance fees: SANDAG received awards for the Bayshore Bikeway Barrio Logan project and the Bus on Shoulder Demonstration Project.	3	$525.00 [3]
CEO Recruitment Subcommittee Meeting	10/27/2023	SANDAG, Conference Room 8A	CEO Recruitment Subcommittee Members	The CEO Recruitment Subcommittee met to review and discuss the workplan for selecting an Interim CEO and conducting public outreach.	8	$49.45
Board of Directors Meeting	10/27/2023	SANDAG, Board Room	SANDAG Board members	Board of Directors meetings provide the public forum for policy decision-making on significant regional issues.	35	$702.09 [2]

Total monthly Hospitality and Event expenses: **$4,698.81**

Notes:

1. SANDAG uses the meal per diem rates, set forth by the GSA, as a cap for food expenses for meetings and events. (Breakfast = $17, Lunch = $18, Dinner = $34)

2. Cost reflects breakfast and lunch

3. Cost reflects actual attendance/registration fees for the event.

SANDAG Hospitality and Event Expenses

Quarterly Report for period October 1 through December 31, 2023

From Hospitality and Events Policy: To ensure transparency regarding the use of SANDAG funds for hospitality items, the CFO shall prepare a quarterly report for the Board of Directors. The report shall include details of all meetings and events where there were expenses for hospitality items, including date, location, description of attendees/participants, cost, and the purpose and/or benefits derived from the meeting/event.

November 2023

Meeting/Event	Date	Location	Description of Attendees/Participants	Purpose/Benefits Derived	Number of Attendees	Cost[1]
Executive Committee Meeting	11/3/2023	SANDAG, Board Room	Executive Committee members	Executive Committee meetings support oversight of the preparation of the agency budget and work program, recommendations on legislative proposals and agency policies, and setting the Board of Directors agendas.	10	$66.72
Board of Directors Meeting	11/3/2023	SANDAG, Board Room	SANDAG Board members	Board of Directors meetings provide the public forum for policy decision-making on significant regional issues.	35	$476.70 [2]
LOSSAN Rail Realignment Workshop	11/6/2023	Del Mar Town Hall	Community members, elected officials, media and SANDAG staff	The LOSSAN Rail Realignment Workshops serve as a forum to engage the community about the LOSSAN project.	200	$901.50
TransNet Independent Taxpayer Oversight Committee Meeting	11/8/2023	SANDAG, Board Room	ITOC members	Regular ITOC meetings support an enhanced level of accountability for expenditure of TransNet funds, as outlined in the TransNet Ordinance and Expenditure Plan.	8	$ 50.16
Borders Committee Meeting	11/15/2023	SANDAG, Board Room	Borders Committee members	Borders Committee meetings provide a public discussion forum regarding major interregional planning activities that impact the San Diego region.	30	$509.79
LOSSAN Rail Realignment Workshop	11/15/2023	Carmel Valley Middle School	Community members, elected officials, media and SANDAG staff	The LOSSAN Rail Realignment Workshops serve as a forum to engage the community about the LOSSAN project.	200	$1,050.00
Board of Directors Meeting	11/17/2023	SANDAG, Board Room	SANDAG Board members	Board of Directors meetings provide the public forum for policy decision-making on significant regional issues.	35	$596.51

Total monthly Hospitality and Event expenses: **$3,651.38**

Notes:

1. SANDAG uses the meal per diem rates, set forth by the GSA, as a cap for food expenses for meetings and events. (Breakfast = $17, Lunch = $18, Dinner = $34)

2. Cost reflects breakfast and lunch

SANDAG Hospitality and Event Expenses

Quarterly Report for period October 1 through December 31, 2023

From Hospitality and Events Policy: To ensure transparency regarding the use of SANDAG funds for hospitality items, the CFO shall prepare a quarterly report for the Board of Directors. The report shall include details of all meetings and events where there were expenses for hospitality items, including date, location, description of attendees/participants, cost, and the purpose and/or benefits derived from the meeting/event.

December 2023

Meeting/Event	Date	Location	Description of Attendees/Participants	Purpose/Benefits Derived	Number of Attendees	Cost[1]
Transportation Committee Meeting	12/1/2023	SANDAG, Board Room	Transportation Committee members	Transportation Committee meetings serve as a forum for the discussion and recommendation of policies related to transportation, and for the oversight of regional transportation planning and programming efforts.	15	$157.16
Regional Planning Committee	12/1/2023	SANDAG, Board Room	Regional Planning Committee members	Regular Regional Planning Committee meetings support the preparation of the Regional Comprehensive Plan, which includes review of the transportation, housing, environment, economy, regional infrastructure needs, financing, and land use design components.	12	$206.99
San Diego Regional Climate Table	12/6/2023	SANDAG, Board Room & Conference Room 7	Community Stakeholders (Environmental, Climate, Energy, Transportation Groups, CBOs, Tribes) and SANDAG staff	Listening session for staff to understand community priorities and challenges related to areas were greenhouse gas emissions must be reduced. The insights gained will assist the development of the Priority Climate Plan (PCAP) and encourage important discussions with community members for future climate action plans and potential EPA grant funding.	55	$249.63
Shoreline Preservation Working Group	12/7/2023	Tijuana Estuary Visitor Center	Shoreline Preservation Working Group members	Quarterly meeting of the Shoreline Preservation Working Group, where local jurisdictions, agencies, non-profit organizations and academia gather to discuss currrent issues related to sediment movement within the San Diego Region.	13	$203.96
Siempre Viva Interchange Event	12/7/2023	Siempre Viva Bridge, Otay Mesa, CA	SANDAG Board members, local dignitaries, Toks Omishakin (CA Secretary of Transportation) and Caltrans representatives.	Special event held to acknowledge the Siempre Viva Road Interchange completion, that completes the South San Diego County roadway network and will ultimately support mobility to and from the Otay Mesa East Port of Entry.	40	$239.16

December 2023

Meeting/Event	Date	Location	Description of Attendees/Participants	Purpose/Benefits Derived	Number of Attendees	Cost[1]
Executive Committee Meeting	12/8/2023	SANDAG, Board Room	Executive Committee members	Executive Committee meetings support oversight of the preparation of the agency budget and work program, recommendations on legislative proposals and agency policies, and setting the Board of Directors agendas.	10	$105.61
Board of Directors Meeting	12/8/2023	SANDAG, Board Room	SANDAG Board members	Board of Directors meetings provide the public forum for policy decision-making on significant regional issues.	35	$918.73 [2]
Audit Committee Meeting	12/8/2023	SANDAG, Board Room	Audit Committee members	Audit Committee meetings support oversight of the Independent Performance Auditor and serve as a forum for the recommendation of internal control guidelines, the annual audit plan and annual financial statement audits.	7	$113.18
Advancing Border Connectivity System Requirements Workshop	12/13/2023	SANDAG, Conference Room 7	SANDAG staff, consultants and PDT members from local agencies	Workshop with the Advancing Border Connectivity Project Development Team (PDT) to review project status, final Concept of Operations, and system requirements from Caltrans.	30	$373.62
San Diego Management and Monitoring End of Year Meeting	12/13/2023	USGS Western Ecological Research Center	SDMMP members, Regional Habitat Conservation Task Force members, land managers and SANDAG staff	Meeting to bring together regional experts in land management and monitoring to share information about ongoing conservation projects in the region, assess achievements and identify areas for improvement on strategies related to the Environmental Management Plan (EMP). The meeting provides a platform for stakeholders, land managers, and resource agency personnel to collaborate and discuss the projects and policies they are implementing in the region.	60	$896.55

December 2023						
Meeting/Event	Date	Location	Description of Attendees/Participants	Purpose/Benefits Derived	Number of Attendees	Cost[1]
Quarterly All-Hands Meeting	12/14/2028	House of Blues, San Diego	SANDAG employees	Recognize and celebrate agency accomplishments and provide information to employees about upcoming activities.	300	$1,033.00
Transportation Committee Meeting	12/15/2023	SANDAG, Board Room	Transportation Committee members	Transportation Committee meetings serve as a forum for the discussion and recommendation of policies related to transportation, and for the oversight of regional transportation planning and programming efforts.	15	$167.51
Public Safety Committee Meeting	12/15/2023	SANDAG, Board Room	Public Safety Committee members	Public Safety Committee meetings support discussions around major policy-level matters related to public safety and foster collaboration that facilitates information exchange, effective use of technology, and objective monitoring and assessments to promote public safety and justice.	18	$201.55
				Total monthly Hospitality and Event expenses:		**$4,866.65**

Notes:

1. SANDAG uses the meal per diem rates, set forth by the GSA, as a cap for food expenses for meetings and events. (Breakfast = $17, Lunch = $18, Dinner = $34)

2. Cost reflects breakfast and lunch

SANDAG Business Meal Expenses

Quarterly Report for period October 1 through December 31, 2023

From Business Meals Policy: To ensure transparency regarding the use of SANDAG funds for business meals, the CFO shall prepare a quarterly report for the Board of Directors. The report shall include details of each business meal hosted, including date, location, attendees, cost, and the purpose and/or actual benefits derived from the meeting.

October 2023

Executive Host	Date	Meal Type	Location	Number of Attendees	Attendee Names/Affiliations	Purpose/Benefits Derived	Total Cost of Business Meal	Amount Reimbursed[1]
Hasan Ikhrata	10/8/2023	Lunch	Johnny Rockets, Tijuana, Mexico[2]	2	SANDAG: Ikhrata (CEO), Major (Deputy CEO)	Business Travel: Staff participated in the San Diego Regional Chamber Delegation to Mexico City. Meeting was used to prepare for discussions with Mexico related to Otay Mesa East.	$56.55	$54.00
Hasan Ikhrata	10/8/2023	Dinner	Azul Historico, Mexico City, Mexico[2]	10	SANDAG: Ikhrata (CEO), Major (Deputy CEO), Clementson (Deputy CEO), Stackwick (Chief of Staff), Vanegas (Borders Program Manager); Caltrans: Dallarda (District 11 Director), Orso (Acting District 12 Director), Sanchez (District 11 Deputy Director, External Affairs); County of San Diego: Vargas (Chairwoman; SANDAG Board Member), Escobar (Supervisor; SANDAG Board Member)	Business Travel: Members of the San Diego Regional Chamber Delegation to Mexico City debriefed on discussions with US and Mexican federal officials and business leaders regarding the operation and roles and responsiblities at Otay Mesa East.	$503.06	$420.00
Hasan Ikhrata	10/9/2023	Dinner	Bulla Gastronomico , Mexico City, Mexico[2]	4	SANDAG: Ikhrata (CEO), Major (Deputy CEO), Clementson (Deputy CEO), Vanegas (Borders Program Manager)	Business Travel: Staff participated in the San Diego Regional Chamber Delegation to Mexico City. Meeting was used to debrief on tolling discussions with Mexico related to Otay Mesa East.	$156.95	$156.95

October 2023								
Executive Host	Date	Meal Type	Location	Number of Attendees	Attendee Names/Affiliations	Purpose/Benefits Derived	Total Cost of Business Meal	Amount Reimbursed[1]
Hasan Ikhrata	10/10/2023	Breakfast	Le Pain Quotidien II, Mexico City, Mexico[2]	4	SANDAG: Ikhrata (CEO), Major (Deputy CEO), Clementson (Deputy CEO), Stackwick (Chief of Staff)	Business Travel: Staff participated in the San Diego Regional Chamber Delegation to Mexico City. During the meeting, staff debriefed on the Otay Mesa East Toll Revenue Sharing Agreement.	$61.75	$61.75
Hasan Ikhrata	10/29/2023	Dinner	Pier Market, San Francisco, CA[2]	6	SANDAG: Ikhrata (CEO), Humphreys (Director, Engineering & Construction), Huntington (Director, Financial Programming, Budgets & Grants), Vettese (Director, Innovative Finance), Wapner (Director, Public Affairs); Caltrans: Jewel (Project Corridor Director)	Business Travel: San Diego representatives attending the 2023 Self-help Counties Focus on the Future conference prepared for/debriefed discussions related to sales tax revenues, trends, and statewide funding.	$357.00	$216.00
						Total monthly Business Meal expenses:		**$908.70**

Notes:

1. SANDAG provides reimbursement up to the location-specific per diem rate set forth by the GSA, or by the U.S. Department of State for international travel.

2. Consistent with SANDAG Business Travel Guidelines, if an employee attends a business meal while on travel, the corresponding per diem amount is withheld from the travel expense reimbursement.

SANDAG Business Meal Expenses

Quarterly Report for period October 1 through December 31, 2023

From Business Meals Policy: To ensure transparency regarding the use of SANDAG funds for business meals, the CFO shall prepare a quarterly report for the Board of Directors. The report shall include details of each business meal hosted, including date, location, attendees, cost, and the purpose and/or actual benefits derived from the meeting.

November 2023								
Executive Host	Date	Meal Type	Location	Number of Attendees	Attendee Names/Affiliations	Purpose/Benefits Derived	Total Cost of Business Meal	Amount Reimbursed[1]
Hasan Ikhrata	11/15/2023	Lunch	Inter-Continental Dekkadance, Los Angeles, CA[2]	3	SANDAG: Ikhrata (CEO), Major (Deputy CEO), Clementson (Deputy CEO)	Business Travel: Staff participate in a panel discussion at CoMotion LA, a global conference with public and private sector leaders to learn and share best practices regarding transportation as well as sustainable, equitable, and multimodal mobility.	$223.53	$54.00
						Total monthly Business Meal expenses:		**$54.00**

Notes:

1. SANDAG provides reimbursement up to the location-specific per diem rate set forth by the GSA.

2. Consistent with SANDAG Business Travel Guidelines, if an employee attends a business meal while on travel, the corresponding per diem amount is withheld from the travel expense reimbursement.

SANDAG Business Meal Expenses

Quarterly Report for period October 1 through December 31, 2023

From Business Meals Policy: To ensure transparency regarding the use of SANDAG funds for business meals, the CFO shall prepare a quarterly report for the Board of Directors. The report shall include details of each business meal hosted, including date, location, attendees, cost, and the purpose and/or actual benefits derived from the meeting.

December 2023								
Executive Host	Date	Meal Type	Location	Number of Attendees	Attendee Names/Affiliations	Purpose/Benefits Derived	Total Cost of Business Meal	Amount Reimbursed[1]
Hasan Ikhrata	12/19/2023	Lunch	Thotsakan Thai, San Diego, CA	2	SANDAG: Ikhrata (CEO); Mobility 21: Galaviz (Executive Director)	Discussed future relationship of SANDAG and Mobility 21 (a coalition that brings together public, business, and community stakeholders to pursue regional solutions to the transportation challenges facing Southern California).	$50.42	$36.00
						Total monthly Business Meal expenses:		**$36.00**

Notes:

1. SANDAG provides reimbursement up to the location-specific per diem rate set forth by the GSA.

Approval of Proposed Solicitation: Freeway Service Patrol Project

Action: **Approve**

The Board of Directors is asked to authorize the Chief Executive Officer to conduct a solicitation for Freeway Service Patrol services.

Fiscal Impact:

Funding for the FSP is included in the OWP for Motorist Aid Services (#33102.00).

Schedule/Scope Impact:

The selected vendors will provide services from FY 2025 (January 2025) through FY 2030.

Overview

Solicitations valued at $5 million or more are brought to the Board of Directors for approval prior to advertisement and again prior to contract award. This month there is one pending action for the Board's consideration.

Key Considerations

A solicitation seeking proposals from qualified and experienced trucking firms to provide freeway patrol services in the region has been prepared. The selected firms will support the alleviation of non-recurrent traffic congestion problems in metropolitan areas within the region by providing a roving patrol service to assist drivers involved in vehicle breakdowns or minor collisions, and/or remove disabled vehicles and debris from urban freeways during peak commute hours, as well as midday and the weekend. Freeway Service Patrol (FSP) drivers help stranded motorists by providing a gallon of gas, a "jump start," radiator water or changing flat tires. They are often the first on the scene to assist with minor traffic accidents. In cases when an FSP driver is unable to get a vehicle back on the road, the FSP driver will tow the vehicle to a safe, pre-determined location off the freeway or CHP-designated drop zone.

By performing the various services, drivers are assisted in removing their vehicles before their presence has an adverse impact on traffic. The end results are significant. Traffic congestion is reduced; impacted drivers are provided an extra margin of safety; there are fewer secondary traffic collisions (hence fewer injuries and deaths); air quality improves as vehicles spend less time on freeways; and people are less stressed as they spend less time commuting to and from work. The FSP program is a highly visible congestion relief strategy that has generated a great deal of public support.

SANDAG conducted a procurement for these services in 2017 and awarded two contracts in 2018. One contract was terminated in July 2023 and the remaining contract expires in December 2024.

Staff has estimated an aggregate project budget of $67 million over a five-year period. Factors that were considered in developing the estimate include historical FSP contracts and current market conditions for other statewide FSP programs. It is anticipated that between two and four contracts will be awarded to ensure FSP coverage throughout the region.

Next Steps

Pending approval by the Board, this solicitation will be advertised within the next month. Any contracts proposed to be awarded as a result of the solicitation and evaluation process will be brought to the Board for review and approval.

Kelly Mikhail, Director of Contracts and Procurement Services

Hearing Reauthorizing Stated Public Use For Property Acquired For The Inland Rail Trail Project

Action: **Adopt**

The Board of Directors is asked to:

1. Receive public testimony; and
2. Adopt Resolution Nos. 2024-15 and 2024-16 by a two-thirds vote to reauthorize the stated public use for property previously acquired for Phases 3 and 4 of the Inland Rail Trail Project.

Fiscal Impact:

The adoption of the re-authorization resolutions for Phases 3 and 4 of the Inland Rail Trail Project will not have a fiscal impact on the Project.

Schedule/Scope Impact:

None.

Overview

On March 28, 2014, SANDAG adopted a resolution of necessity (Resolution No. 2014-14) to acquire easements from private property owners for Phases 3 and 4 of the San Marcos to Vista segment of the Inland Rail Trail Project (Project). Each of the easements affects only a portion of the affected parcel, and no residences or businesses are being displaced as a result of the easements. After the adoption of the resolution, settlements were reached with all of the affected property owners (Attachment 1).

Construction bids for the Project came in much higher than anticipated, and as a result, SANDAG staff presented different project implementation approaches to members of the Executive staff, the City of Vista, the City of Oceanside, the County of San Diego, and the City of San Marcos. Based on the feedback received staff moved forward with creating bid alternates and breaking the San Marcos to Vista segment into four phases. Under the modified project schedule SANDAG anticipates constructing Phase 3 of the Project over the next two years. Phase 4 is partially funded.

Under California law (Code of Civil Procedure section 1245.245), if a public agency does not put property acquired to public use within ten years of adoption of a resolution of neccessity[1], it is required to either offer that property back to the original owner, or adopt a re-authorization resolution confirming it still intends to put the property to the public use. This remains true even if acquisition settlements were reached after adoption of the resolution. Since the ten-year window is about to lapse, the Board of Directors is being asked to hold a hearing to re-authorize the stated public use for the easements previously acquired for Phases 3 and 4 of the Project. If the Board does not reauthorize the resolutions, SANDAG would be required to offer the property interests back to the original owners. The adoption of the re-authorization resolutions will avoid a delay to the construction of Phase 3, and would avoid the additional unbudgeted expenses that would be incurred if SANDAG were required to re-acquire the property interests to move the Project forward to construction.

[1] Properties that are subject to the requirements of Section 1245.245 include: any acquisition by a public entity pursuant to eminent domain; any acquisition by a public entity following adoption of a resolution of necessity pursuant to this article for the property; and any acquisition by a public entity prior to the adoption of a resolution of necessity pursuant to this article for the property, but subsequent to a written notice that the public entity may take the property by eminent domain. Resolutions of Necessity were adopted for all of the property interests for this segment of the Project, and all of the matters were resolved via settlement.

SANDAG previously acquired the easements necessary for Phases 3 and 4 of the Project, and is not acquiring any new property through these re-authorization resolutions. Thus, the proposed resolutions do not authorize the filing of any eminent domain proceedings.

SANDAG is also working with Caltrans to review the changes to the guidelines pertaining to temporary construction easements since the interests were acquired. SANDAG has issued new payments to the owners of the properties for the temporary easement rights SANDAG seeks to re-authorize for Phase 3, and will work with Caltrans to comply with the funding requirements for the Phase 4 temporary construction easements.

The easements that were previously acquired and for which these resolutions re-authorize the stated public use are specifically identified in Attachment 1 and in the resolutions attached hereto as Attachments 2 and 3 (Resolution No. 2024-15 and Resolution No. 2024-16).

Key Considerations

Pursuant to Code of Civil Procedure section 1245.245 (b)(3), SANDAG must find and re-determine the following:

- The public interest and necessity require the Project;
- The Project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury; and
- The property interests described above are necessary for the Project.

The Public Interest and Necessity Require the Project

The Inland Rail Trail is a proposed 21-mile Class I bikeway that passes through the cities of Oceanside, Vista, San Marcos, and Escondido, and a portion of the unincorporated County of San Diego. The Inland Rail Trail is an important element of the San Diego Regional Bike Plan and is considered a priority active transportation project. Completion of the Inland Rail Trail and other similar Class I bikeways will help create an interconnected regional bike network. A Class I bikeway is a bike path that is physically separated from motor vehicle traffic.

In 2009, the easternmost portion of the bikeway was constructed in the cities of Escondido and San Marcos and extends seven miles between the Escondido SPRINTER Rail Station and ends at the intersection of West Mission Road and North Pacific Street in the City of San Marcos.

SANDAG is planning, designing, and building the "San Marcos to Vista" segment of the Inland Rail Trail, which will eventually run seven miles through the cities of San Marcos and Vista and the County of San Diego, and connect the existing portion of the rail trail from Escondido to Oceanside. Construction of the seven miles is expected to be completed in four phases:

Phase 1: The one-mile segment of the San Marcos to Vista segment of the Inland Rail Trail that runs between North Pacific Street and Cherimoya Drive in the City of San Marcos was completed and opened to the public in February 2017.

Phase 2: The three-mile section of the San Marcos to Vista segment of the Inland Rail Trail is divided into south and north segments. The south segment is 2.5 miles long and runs between Cherimoya Drive and Mar Vista Drive in unincorporated San Diego County and the City of Vista. The north segment is 0.5 miles long and runs between North Drive in the City of Vista and North Melrose Drive in the City of Oceanside. These sections of the trail were completed and opened to the public in January 2021.

Phase 3: Phase 3 of the San Marcos to Vista segment of the Inland Rail Trail is a planned one-mile segment of the bikeway that will run between Mar Vista Drive and Civic Center Drive in the City of Vista. Construction of Phase 3 is anticipated to begin in 2024.

Phase 4: Phase 4 of the San Marcos to Vista segment of the Inland Rail Trail is a planned two-mile segment of the bikeway that will run between Civic Center Drive and North Drive in the City of Vista. Construction of Phase 4 is anticipated to begin in 2026.

The Project (Phases 3 and 4) is generally located in the North County Transit District (NCTD) right-of-way and, when complete, will provide access to five SPRINTER stations.

The Project is Planned or Located in the Manner that will be Most Compatible with the Greatest Public Good and the Least Private Injury

The Project has been designed to minimize property impacts. The Project team has worked diligently to minimize the need for permanent property acquisitions that would cause any displacements. As explained above, the proposed alignment of the Project follows the existing NCTD right-of-way. The acquisitions will not result in the displacement of any businesses or residences, and is therefore planned or located in the manner that will be most compatible with the greatest public good and least private injury.

The Interests in the Properties Are Necessary for the Project

As described in further detail in Attachment 1, for Phase 3, SANDAG acquired property interests on 19 parcels consisting primarily of small temporary construction easements, and permanent easements for pathway, and slope and drainage purposes. For Phase 4, SANDAG acquired property interests on 14 parcels consisting primarily of small temporary construction easements, and permanent easements for pathway, and slope and drainage purposes. Staff has conducted analysis and studies to determined that the easements are necessary for the Project. The acquisitions are needed to build the actual Project and to facilitate the construction and access to the Project sites.

Next Steps

In order to re-authorize the resolutions, 2/3rd of SANDAG's Board will need to vote in favor of re-authorization. Should the Board adopt the re-authorization resolutions, staff will move forward with the construction contract for Phase 3 and will work to secure additional funding for Phase 4.

Omar Atayee, Director of Engineering and Construction

Attachments:
1. Previously Acquired Property Interests – Description Chart
2. Resolution No. 2024-15: Declaring That The Stated Public Use For Property Acquired For The Inland Rail Trail Project Is Re-Authorized – **Phase 3**
3. Resolution No. 2024-16: Declaring That The Stated Public Use For Property Acquired For The Inland Rail Trail Project Is Re-Authorized – **Phase 4**

Previously Acquired Property Interests

Inland Rail Trail – San Marcos to Vista Segment, Phases 3 and 4

Phase 3

The following property interests were acquired for Phase 3 of the Inland Rail Trail, and are more fully described in Resolution No. 2024-15:

Resolution 2024-15 Exhibit No.	**SANDAG Project Parcel Number**	**San Diego County APN**	**Property Address**	**Property Interests Previously Acquired**	**Property Owner**	**Matter Resolution**
1	17	183-290-06	139 Mar Vista Drive, Vista, CA 92083	Temporary Construction Easement (2,872 sf)	Current: Sigler Goldstein Family Trust	After prior adoption of a Resolution of Necessity ("RON"), settlement per purchase agreement
2	18	183-290-27	1430 Phillips Street, Vista, CA 92084	Temporary Construction Easement (1,632 sf)	Current: Balderrama, John and Coro	After prior adoption of a RON, settlement per purchase agreement
3	19	180-173-58	1354 Kilby Lane, Vista, CA 92083	Slope and Drainage Easement (589 sf) & Temporary Construction Easement (1,010)	Current: Lopez, Aditaim and Darinel	After prior adoption of a RON, settlement per purchase agreement
4	20	180-173-57	1332 Kilby Lane, Vista, CA 92083	Temporary Construction Easement (1,235 sf)	Former: Pridhma, Joshua and Whitney Current: Casey, Timothy and Courtney	After prior adoption of a RON, settlement per purchase agreement
5	22	180-173-50	125 Kilby Lane, Vista, CA 92083	Temporary Construction Easement (4,255 sf)	Former: Wilborn, Luke and Shawnee Current: Shiiba, Mark and Bleke, Jeffrey	After prior adoption of a RON, settlement per purchase agreement
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Resolution 2024-15 Exhibit No.	SANDAG Project Parcel Number	San Diego County APN	Property Address	Property Interests Previously Acquired	Property Owner	Matter Resolution
6	31	180-141-68	1264 Jessie Lane, Vista CA 92083	Temporary Construction Easement (788 sf)	Former: Perkins, Andrew and Whitney Current: Selvius, Ryan and Melissa	After prior adoption of a RON, settlement per purchase agreement
7	32	180-141-69	1258 Jessie Lane, Vista, CA 92083	Temporary Construction Easement (1,212 sf)	Current: Moorehoward Investments LLC	After prior adoption of a RON, settlement per purchase agreement
8	33	180-141-31	1168 Phillips Street, Vista, CA 92083	Temporary Construction Easement (858 sf)	Former: Fallas, Corey Lee Current: Hawkins, Jeffrey	After prior adoption of a RON, settlement per purchase agreement
9	34	180-141-30	1166 Phillips Street, Vista, CA 92083	Temporary Construction Easement (614 sf)	Current: Hawkins, Jeffrey and Robin	After prior adoption of a RON, settlement per purchase agreement
10	35	180-141-46	1158 Nancy Way, Vista, CA 92083	Temporary Construction Easement (1,140 sf)	Former: Dollye K. Lauber, Trustee of the Dollye K. Lauber Trust Dated 01/11/08 Current: Serrano, Stephen	After prior adoption of a RON, settlement per purchase agreement
11	36	180-141-45	1154 Nancy Way, Vista, CA 92083	Temporary Construction Easement (2,114 sf)	Current: Brian K. Roth and Kandyce K. Roth, Co-Trustee of the Brian K. Roth and Kandyce K. Roth Living Trust	After prior adoption of a RON, settlement per purchase agreement
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Resolution 2024-15 Exhibit No.	SANDAG Project Parcel Number	San Diego County APN	Property Address	Property Interests Previously Acquired	Property Owner	Matter Resolution
12	37	180-141-44	1150 Nancy Way, Vista, CA 92083	Temporary Construction Easement (1,290 sf)	Current: Createman, Phillip and Maria	After prior adoption of a RON, settlement per purchase agreement
13	39	180-141-50	Phillips Street, Vista, CA 92083	Temporary Construction Easement (2,481 sf)	Former: Armando Colucci, Trustee of the Colucci Family Trust Current: North County Arc Properties LLC	After prior adoption of a RON, settlement per purchase agreement
14	43	179-185-16	208 Valley View Place, Vista, CA 92083	Temporary Construction Easement (2,616 sf)	Former: Colco, LLC Current: Pasqua LLC	After prior adoption of a RON, settlement per purchase agreement
15	44	179-185-07	203 Valley View Place, Vista, CA 92083	Permanent Path Easement (348 sf) & Temporary Construction Easement (2,463 sf)	Current: Russel, Timothy and Denise	After prior adoption of a RON, settlement per purchase agreement
16	45	179-185-06	205 Valley View Place, Vista, CA 92083	Permanent Path Easement (1,250 sf) & Temporary Construction Easement (1,009 sf)	Former: Kottke, Mark and Danielle Current: Hawk, Hudson Riley	After prior adoption of a RON, settlement per purchase agreement
17	47	179-185-04	924 Phillips Street, Vista, CA 92083	Permanent Path Easement (2,289 sf) & Temporary Construction Easement (353 sf)	Current: Michael A. Silva, Successor Trustee of the Silva Family Living Trust	After prior adoption of a RON, settlement per purchase agreement

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Resolution 2024-15 Exhibit No.	SANDAG Project Parcel Number	San Diego County APN	Property Address	Property Interests Previously Acquired	Property Owner	Matter Resolution
18	48	179-185-02	Phillips Street, Vista, CA 90283	Permanent Path Easement (2,347 sf), Slope and Drainage Easement (683 sf), & Temporary Construction Easement (710 sf)	Former: Doan Family Trust Established February 18, 1975 Current: Phillips St. LLC	After prior adoption of a RON, settlement per purchase agreement
19	49	179-310-03 & 39	864 & 888 Phillips Street, Vista, CA 90283	Permanent Path Easements (70 sf & 2,527 sf), Slope and Drainage Easement (243 sf), & Temporary Construction Easements (313 sf & 1,021 sf)	Current: Vincent Ivicevic and Donna M. Ivicevic, Trustees of the Vincent Ivicevic and Donna M. Ivicevic Revocable Inter Vivos Trust Agreement dated March 16, 1977	After prior adoption of a RON, settlement per purchase agreement

Phase 4

The following property interests were acquired for Phase 4 of the Inland Rail Trail, and are more fully described in Resolution No. 2024-16:

Resolution 2024-16 Exhibit No.	**SANDAG Project Parcel Number**	**San Diego County APN**	**Property Address**	**Property Interests Previously Acquired**	**Property Owner Name**	**Matter Resolution**
1	50	Former: 179-111-34 & 40-42 Current: 179-111-66, -67, -68, & -69	951-957, 971-977, 981 & 987 Civic Center Drive, Vista, CA 92083	Temporary Construction Easement (3,656 sf)	Former: Albert Lawrence Rassel, Trustee of the Rassel Family Trust Dated August 1, 2005 Current: Rassel Family Trust 08-01-05	After prior adoption of a RON, settlement per purchase agreement
2	51	179-121-14	229 Pala Vista Drive, Vista, CA 92083	Permanent Path Easement (183 sf) & Temporary Construction Easement (250 sf)	Former: Garland P. and Irma S. Cochran Current: Mariana Solis & David S. Correa	After prior adoption of a RON, settlement per purchase agreement
3	61	179-021-05	437 S. Santa Fe Avenue, Vista, CA 92083	Permanent Path Easement (452 sf) & Temporary Construction Easement (1,564)	Former: H.A. Geib Family Trust, dated December 31, 1986 Current: Gorman Family Trust 12-02-97 & Vista Lumber Company, Inc.	After prior adoption of a RON, settlement per purchase agreement
4	64	175-302-08	333 S. Santa Fe Avenue, Vista, CA 92083	Temporary Construction Easement (1,015 sf)	Former: Tae Ryong & Jae Sook Kim Current: Kim Family Trust 01-04-18	After prior adoption of a RON, settlement per purchase agreement

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Resolution 2024-16 Exhibit No.	SANDAG Project Parcel Number	San Diego County APN	Property Address	Property Interests Previously Acquired	Property Owner Name	Matter Resolution
5	70	163-333-18	230 N. Santa Fe Avenue, Vista, CA 92083	Permanent Path Easement (2,616 sf), Slope Easement (683 sf), Temporary Access Easement (1,028 sf), & Temporary Construction Easement (1,121 sf)	Current: San Diego Gas & Electric Company	After prior adoption of a RON, settlement per stipulated judgment
6	71	163-321-17	348 N. Santa Fe Avenue, Vista, CA 92083	Permanent Path Easement (2,316 sf), Temporary Access Easement (2,055), & Temporary Construction Easement (2,547 sf)	Current: Pauley Family Limited Partnership, a California limited partnership	After prior adoption of a RON, settlement per purchase agreement
7	72	163-321-24	352 S. Santa Fe Avenue, Vista, CA 92083	Permanent Path Easement (723 sf), Temporary Access Easement (3,308 sf), & Temporary Construction Easement (1,095 sf)	Former: Michael Awdeesh Toma and Mike Saco Current: Toma & Saco LLC	After prior adoption of a RON, settlement per purchase agreement
8	74	Former: 163-155-19-00 Current: 163-155-19-07	202-247 Calle Del Sol, Vista, CA 92083	Permanent Path Easement (669 sf) & Temporary Construction Easement (497 sf)	Current: Santa Fe Walk Condominiums	After prior adoption of a RON, settlement per purchase agreement
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Resolution 2024-16 Exhibit No.	SANDAG Project Parcel Number	San Diego County APN	Property Address	Property Interests Previously Acquired	Property Owner Name	Matter Resolution
9	88	163-420-16	410 W. California Avenue, Vista, CA 92083	Permanent Path Easement (3,494 sf) & Temporary Construction Easement (4,791 sf)	Former: Boys and Girls Club Foundation, Inc. Current: Boys & Girls Club of Vista Foundation Inc.	After prior adoption of a RON, settlement per purchase agreement
10	89	163-420-18	450 W. California Avenue, Vista, CA 92083	Temporary Construction Easement (3,334 sf)	Former: Daroja Current: Daroja LLC	After prior adoption of a RON, settlement per purchase agreement
11	93	183-420-08	528 W. California Avenue, Vista, CA 92083	Temporary Construction Easement (1,430 sf)	Current: Donald Jack Brown, Trustee of Donald Jack Brown Revocable Trust 05-27-04	After prior adoption of a RON, settlement per purchase agreement
12	97	163-410-19	636 W. California Avenue, Vista, CA 92083	Temporary Construction Easement (11,005 sf)	Former: Umberto Marsella, Trustee of the Umberto Marsella Family Trust dated March 23, 1999 Current: Pacific Vista LLC	Settlement per purchase agreement
13	101	163-410-01	498 W. Los Angeles Drive, Vista, CA 92083	Permanent Path Easement (157 sf) & Temporary Construction Easement (940 sf)	Current: William D. Smith	After prior adoption of a RON, settlement per stipulated judgment
14	118	161-142-01	1140 North Drive, Vista, CA 92083	Temporary Construction Easement (1,906 sf)	Former: Martha Ortiz Current: Alfheimer Investments LLC	After prior adoption of a RON, settlement per purchase agreement

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***Resolution No.* 2024-15**

Declaring That The Stated Public Use For Property Acquired For The Inland Rail Trail Project Is Re-Authorized – Phase 3

WHEREAS, the San Diego Association of Governments ("SANDAG") is a statutorily-created regional transportation planning agency, organized and existing under Public Utilities Code section 132350, *et seq*., and is authorized to construct projects, including, but not limited to, bikeway projects within the San Diego region.

WHEREAS, SANDAG has the power of eminent domain to acquire any property necessary to carry out any of its powers or functions pursuant to Public Utilities Code section 132354, and California Code of Civil Procedure sections 1240.010 – 1273.050.

WHEREAS, SANDAG previously acquired property for Phase 3 of the San Marcos to Vista segment of the Inland Rail Trail ("Project" or "Phase 3").

WHEREAS, the San Marcos to Vista segment of the Inland Rail Trail will add approximately seven miles of Class I Bikeway through the City of San Marcos, the City of Vista, the City of Oceanside, and the County of San Diego, and will provide access to five Sprinter stations. The Project consists of two paved bicycle lanes and two unpaved shoulders, including area for lighting, fencing, and related appurtenances.

WHEREAS, the San Marcos to Vista segment of the Inland Rail Trail involves four phases. Phases 1 and 2 have been constructed. Phases 3 and 4 are located in Vista, California. SANDAG previously acquired the properties necessary for Phases 3 and 4. SANDAG is not acquiring any new property through this re-authorization resolution.

WHEREAS, SANDAG seeks to re-authorize the stated public use for the properties previously acquired for **Phase 3** in Vista, California, pursuant to Code of Civil Procedure section 1245.245 (b). This is merely a re-authorization of the right to move forward with Phase 3 based on the previous rights acquired.

WHEREAS, pursuant to Code of Civil Procedure section 1245.235, SANDAG scheduled a public hearing in conjunction with its Board of Directors meeting on February 23, 2024, commencing at 9 a.m., located in-person at the SANDAG Board Room, 401 B Street, Suite 800, San Diego, CA and virtually through Zoom, and gave notice and a reasonable opportunity to appear and be heard to each person who originally received the notice required under Code of Civil Procedure 1245.235 that accompanied the original acquisitions and to each person whose name and address appear on the last equalized San Diego County Assessment Roll notice.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by a vote of two-thirds or more of all the members of the Board of Directors of SANDAG as follows:

1. Notice and Hearing Compliance. SANDAG has provided notice of this hearing as required by Code of Civil Procedure sections 1245.235 and 1245.245(c). The notices of this hearing were mailed by first class mail to all persons entitled to notice under the original acquisitions, and each person whose name and address appear on the last equalized San Diego County Assessment Roll as having an

interest in the properties described herein, and each person was given a reasonable opportunity to appear before this Board and be heard.

2. Public Use. The public use for which the properties were acquired is the construction and operation of the Project and related appurtenances. This use is a public use for which SANDAG may acquire real or personal property by eminent domain pursuant to Public Utilities Code section 132354 and Code of Civil Procedure sections 1240.110 and 1240.120.

3. Description of Properties. The properties that were previously acquired for the Project and for which the public use is being re-authorized have been designated as follows:

Exhibit Reference Number	SANDAG Project Parcel Number	San Diego County APN	Property Address	Property Owner Name
1	17	183-290-06	139 Mar Vista Drive, Vista, CA 92083	Current: Sigler Goldstein Family Trust
2	18	183-290-27	1430 Phillips Street, Vista, CA 92084	Current: Balderrama, John and Coro
3	19	180-173-58	1354 Kilby Lane, Vista, CA 92083	Current: Lopez, Aditaim and Darinel
4	20	180-173-57	1332 Kilby Lane, Vista, CA 92083	Former: Pridhma, Joshua and Whitney Current: Casey, Timothy and Courtney
5	22	180-173-50	125 Kilby Lane, Vista, CA 92083	Former: Wilborn, Luke and Shawnee Current: Shiiba, Mark and Bleke, Jeffrey
6	31	180-141-68	1264 Jessie Lane, Vista CA 92083	Former: Perkins, Andrew and Whitney Current: Selvius, Ryan and Melissa
7	32	180-141-69	1258 Jessie Lane, Vista, CA 92083	Current: Moorehoward Investments LLC
8	33	180-141-31	1168 Phillips Street, Vista, CA 92083	Former: Fallas, Corey Lee Current: Hawkins, Jeffrey
9	34	180-141-30	1166 Phillips Street, Vista, CA 92083	Current: Hawkins, Jeffrey and Robin
10	35	180-141-46	1158 Nancy Way, Vista, CA 92083	Former: Dollye K. Lauber, Trustee of the Dollye K. Lauber Trust Dated 01/11/08 Current: Serrano, Stephen
11	36	180-141-45	1154 Nancy Way, Vista, CA 92083	Current: Brian K. Roth and Kandyce K. Roth, Co-Trustee of the Brian K. Roth and Kandyce K. Roth Living Trust
12	37	180-141-44	1150 Nancy Way, Vista, CA 92083	Current: Createman, Phillip and Maria
13	39	180-141-50	Phillips Street, Vista, CA 92083	Former: Armando Colucci, Trustee of the Colucci Family Trust Current: North County Arc Properties LLC

Exhibit Reference Number	SANDAG Project Parcel Number	San Diego County APN	Property Address	Property Owner Name
14	43	179-185-16	208 Valley View Place, Vista, CA 92083	Former: Colco, LLC Current: Pasqua LLC
15	44	179-185-07	203 Valley View Place, Vista, CA 92083	Current: Russel, Timothy and Denise
16	45	179-185-06	205 Valley View Place, Vista, CA 92083	Former: Kottke, Mark and Danielle Current: Hawk, Hudson Riley
17	47	179-185-04	924 Phillips Street, Vista, CA 92083	Current: Michael A. Silva, Successor Trustee of the Silva Family Living Trust
18	48	179-185-02	Phillips Street, Vista, CA 90283	Former: Doan Family Trust Established February 18, 1975 Current: Phillips St. LLC
19	49	179-310-03 & 39	864 & 888 Phillips Street, Vista, CA 90283	Current: Vincent Ivicevic and Donna M. Ivicevic, Trustees of the Vincent Ivicevic and Donna M. Ivicevic Revocable Inter Vivos Trust Agreement dated March 16, 1977

4. Findings. Based upon the evidence presented at the hearing held on February 23, 2024, and pursuant to Code of Civil Procedure section 1245.245 (b)(3), SANDAG hereby finds and determines the following:

   a) The public interest and necessity require the Project;

   b) The Project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury; and

   c) The property interests described above are necessary for the Project.

5. More Necessary and/or Compatible Use. Pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent the properties are already devoted to a public use, the use to which the properties are to be put is a more necessary public use than the use to which the properties are already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the properties are already devoted.

PASSED AND ADOPTED this 23rd of February 2024.

Attest:

Chair **Secretary**

Member Agencies: Cities of Carlsbad, Chula Vista, Coronado, Del Mar, El Cajon, Encinitas, Escondido, Imperial Beach, La Mesa, Lemon Grove, National City, Oceanside, Poway, San Diego, San Marcos, Santee, Solana Beach, Vista, and County of San Diego.

Advisory Members: California Department of Transportation, Metropolitan Transit System, North County Transit District, Imperial County, U.S. Department of Defense, Port of San Diego, San Diego County Water Authority, Southern California Tribal Chairmen's Association, and Mexico.

EXHIBIT 1

RECORDING REQUESTED BY:
Chicago Title Insurance Company
1406 S. Santa Fe Avenue
Vista, CA 92084
Escrow and Order No. _____

THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON SEP 26, 2014
DOCUMENT NUMBER 2014-0418344
Ernest J. Dronenburg, Jr., COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE
TIME: 10:02 AM

WHEN RECORDED MAIL TO:
San Diego Association of Governments
Attn: Emilio Rodriguez, Senior Engineer
401 B Street, Suite 800
San Diego, California 92101

Portions APN(s.): 183-290-06

EXEMPT FROM RECORDING FEES PER GOVT CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

This Grant of Temporary Construction Easement (hereinafter referred to as this "**Instrument**") is made and entered into by the undersigned SIGLER GOLDSTEIN FAMILY TRUST (hereinafter referred to as "**Grantor**"), with reference and respect to that certain Temporary Construction Easement Agreement **[or** Agreement of Purchase and Sale and Joint Escrow Instructions] as further described and referenced in the second to last paragraph of this Instrument (hereinafter referred to as the "**Agreement**"). Grantor represents and warrants that it is the owner in fee simple of certain real property located in the [City of Vista,] County of San Diego, State of California, more fully described in ATTACHMENT "1" attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** (hereinafter referred to as "**Grantee**"), and its successors and assigns, a temporary and exclusive construction easement and right of way ("Temporary Construction Easement"), over, above, on, under, in, across, along and through that certain portion of the Property more fully described and depicted or illustrated in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Temporary Construction Easement Area**"), for the purpose of all necessary and convenient activities associated with the Inland Rail Trails Project (hereinafter referred to as the "**Project**"), as further described in the Agreement, including, without limitation, construction and/or operation of the Project.

The Temporary Construction Easement shall, unless extended, expire on the date ("**Expiration Date**") that is twelve (12) months from and after the anticipated commencement of construction within the Temporary Construction Easement Area as established in a notice given to Grantor by or on behalf of Grantee pursuant to the Agreement. The Grantee shall have an option to extend the Temporary Construction Easement on a month-to-month basis (and/or as otherwise provided in the Agreement) until construction of the Project is completed. Upon occurrence of the completion of the Project, the then-owners of record of the Property shall have the right to request and, thereafter, receive from Grantee a duly executed and acknowledged instrument in writing whereby Grantee quitclaims or otherwise releases its interest in the Temporary Construction Easement, but not the other terms and provisions of this Instrument, to

the said then-owner of record of the Property, and may cause same to be recorded in Official Records of San Diego County, California.

Grantor covenants, by and for itself, its heirs, successors and assigns, including, without limitation, any voluntary and involuntary successor(s)-in-interest to the Property or any part thereof, that Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee's sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the Temporary Construction Easement Area or which may interfere with the use of the Temporary Construction Easement Area; and Grantor shall not permit the erection, placement, or maintenance of any improvement, or undertaking of any other activity, which may interfere with the use of the Temporary Construction Easement Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the Temporary Construction Easement Area.

The Temporary Construction Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontrators and workmen to (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement, (ii) use, control and occupy the Temporary Construction Easement Area, (iiii) use and temporarily place and operate tools, equipment, machinery, and materials on the Temporary Construction Easement Area, and (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora, including, without limitation, the roots thereof, located within the Temporary Construction Easement Area.

As the Temporary Construction Easement is exclusive, Grantor acknowledges and agrees that, until after the Expiration Date, Grantor has no or retains no right to use the surface or any other part of the Temporary Construction Easement Area for any purpose. Further, prior to the expiration or termination of the Temporary Construction Easement, Grantor shall not grant or dedicate any easement, right or other interest in, to, on, under or over the Temporary Construction Easement Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee's sole and unfettered discretion.

This Instrument, including, without limitation, the grant and other terms and provisions set forth or incorporated by reference herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and under this Instrument and may do so without obtaining the consent of or providing notice to Grantee.

At the expiration of the Temporary Construction Easement, Grantee shall not and shall not be required to restore the Temporary Construction Easement Area to the condition, or as near as practicable to the condition, that existed immediately prior to Grantee's operations; instead Grantee shall put the Temporary Construction Easement Area in a neat and clean condition with the soil compacted to a reasonable degree; provided, however, that Grantee's obligations in this regard shall not apply with respect to reasonable wear and tear or any changed condition or circumstance not resulting from Grantee's operations, including, without limitation, Grantee's negligence or greater fault. Similarly, Grantee shall not be required to restore (to their pre-existing condition) any vegetation, landscaping or improvements for which the Grantor has (and Grantor hereby acknowledges and agrees that Grantor has) been paid. Additionally, it is

understood that, upon said expiration or termination of the Temporary Construction Easement, Grantee shall have no other or further obligation, liability or duty in connection with the Property.

The covenants contained in this Instrument shall run with the land.

This Instrument arises from the Agreement as entered into by Grantor and Grantee on or about _____ __, 2014. The terms and provisions of the Agreement are incorporated into this Instrument by this reference as if set forth in this Instrument in full. Appropriately interested parties may inspect a copy of the Agreement at the offices of Grantee.

This Instrument together with the Agreement contains the entire agreement of the parties relating to the subject matter hereof, including, without limitation, the rights herein granted and the obligations herein assumed. Any oral representations concerning or modifications of this Instrument or the Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed on the date set forth below.

Dated: 4/18/14

GRANTOR:

SIGLER GOLDSTEIN FAMILY TRUST

By: Sherri Goldstein

Name: Sherrie Goldstein

Title: trustee

David J. Sigler

TRUSTEE

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On **April 18, 2014,** before me, **MARLENE M. ZEICHICK**, notary public, personally appeared **DAVID JOHN SIGLER and SHERRIE HELENE GOLDSTEIN,** who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons 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.



Marlene M. Zeichick
Signature of Notary Public

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Temporary Construction Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
Gary Gallegos (or designee) Kim Kawada
Executive Director

Date: 8/14/2014

ATTACHMENT "1"

Legal Description of Property
[APN(s): 183-290-06]

[attached behind this page]

EXHIBIT A
LEGAL DESCRIPTION

The land referred to herein is situated in the State of CALIFORNIA, County of SAN DIEGO, and described as follows:

PARCEL 1:

THAT PORTION OF LOT 12 OF ORLEAVO HEIGHTS, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1944, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, SEPTEMBER 17, 1926 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 12, THENCE ALONG THE SOUTHERLY LINE THEREOF SOUTH 50 DEG. 50' WEST, 104.36 FEET; THENCE SOUTH 73 DEG. 50' WEST, 72.55 FEET; THENCE LEAVING SAID SOUTHERLY LINE NORTH 16 DEG. 10' WEST, 20.00 FEET; THENCE NORTH 1 DEG. 20' 20" WEST, 171.63 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 83 DEG. 37' 40" WEST, 70.00 FEET; THENCE NORTH 12 DEG. 05' EAST, 171.67 FEET TO A POINT IN THE NORTHEASTERLY LINE OF SAID LOT; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE 219.63 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT; THENCE SOUTHERLY ALONG SAID NORTHEASTERLY LINE 39.89 FEET TO A LINE WHICH BEARS SOUTH 83 DEG. 37' 40" EAST, FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 83 DEG. 37' 40" WEST, 131.05 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THOSE PORTIONS, IF ANY, OF AVOCADO DRIVE AND THE ATCHISON, TOPEKA AND SANTA FE RAILWAY RIGHT OF WAY IMMEDIATELY ADJOINING THE ABOVE DESCRIBED LAND ON THE EAST AND NORTHEAST RESPECTIVELY, AS SHOWN ON SAID MAP NO. 1944.

PARCEL 2:

AN EASEMENT AND RIGHT OF WAY FOR WATER PIPELINE PURPOSES OVER A STRIP OF LAND 2.00 FEET IN WIDTH IN THAT PORTION OF LOT 12 OF ORLEAVO HEIGHTS, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1944, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 17, 1926, THE EASTERLY LINE OF SAID STRIP OF LAND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 12; THENCE ALONG THE SOUTHERLY LINE THEREOF SOUTH 50 DEG. 50' WEST, 104.36 FEET; THENCE SOUTH 73 DEG. 50' WEST 72.55 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 16 DEG. 10' WEST, 20. 00 FEET; THENCE NORTH 1 DEG. 20' 20" WEST, 171.63 FEET.

Assessor's Parcel Number: **183-290-06-00**

EXHIBIT "A"

Legal Description of Temporary Construction Easement Area
[APN(s): 183-290-06]

[attached behind this page]

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
APN 183-290-06

THAT PORTION OF LOT 12 OF ORLEAVO HEIGHTS, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1944, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, SEPTEMBER 17, 1926 INCLUDED WITHIN PARCEL 1 PER DEED RECORDED SEPTEMBER 30, 1991 AS DOCUMENT NO. 1991-0505045 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 1 AND THE BEGINNING OF A 766.74-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 52°15'26" WEST;

1. THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 1 SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°22'21" A DISTANCE OF 219.10 FEET TO THE EASTERLY LINE OF SAID PARCEL 1 AND THE BEGINNING OF A NON-TANGENT 105.00-FOOT RADIUS CURVE CONCAVE EASTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 86°04'57" WEST;
2. THENCE ALONG SAID EASTERLY LINE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°44'36" A DISTANCE OF 39.85 FEET;
3. THENCE SOUTH 17°49'33" EAST 0.21 FEET TO THE SOUTHERLY LINE OF SAID PARCEL 1;
4. THENCE ALONG SAID SOUTHERLY LINE NORTH 83°04'15" WEST 21.68 FEET TO THE BEGINNING OF A NON-TANGENT 125.00-FOOT RADIUS CURVE CONCAVE EASTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 76°14'34" WEST;
5. THENCE LEAVING SAID SOUTHERLY LINE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°05'52" A DISTANCE OF 39.48 FEET TO THE BEGINNING OF A NON-TANGENT 776.74-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 37°10'20" WEST;
6. THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°28'39" A DISTANCE OF 196.27 FEET TO THE WESTERLY LINE OF SAID PARCEL 1;
7. THENCE ALONG SAID WESTERLY LINE NORTH 12°39'42" EAST 12.92 FEET TO THE **POINT OF BEGINNING.**

AREA = 2,872 SQUARE FEET, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6

THIS LEGAL DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

11/22/13

MICKEY B. AGUIRRE RCE 27648

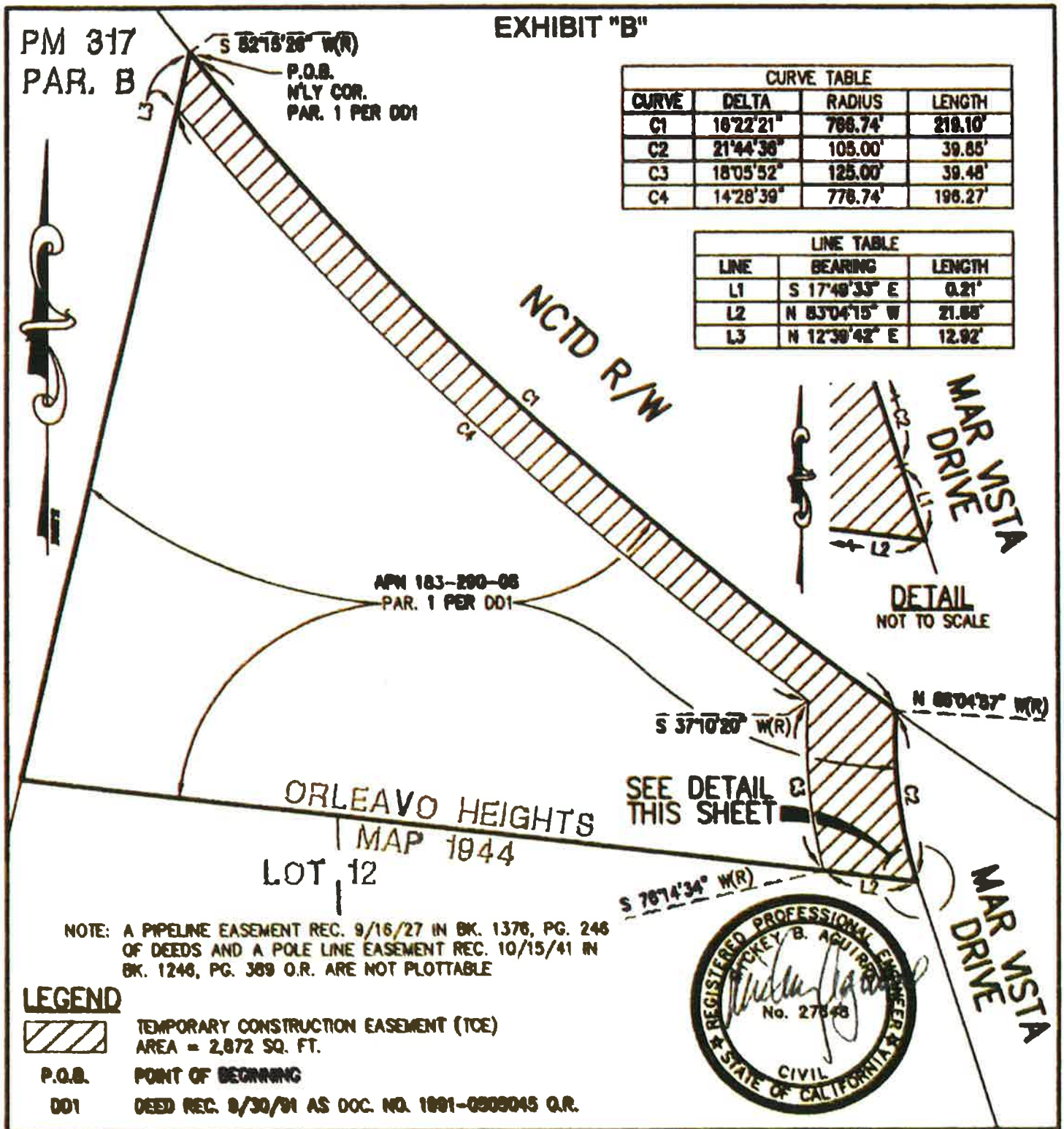


EXHIBIT "B"

Map of Temporary Construction Easement Area
[APN(s): 183-290-06]

[attached behind this page]

EXHIBIT "B"



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	16°22'21"	766.74'	219.10'
C2	21°44'36"	105.00'	39.85'
C3	18°05'52"	125.00'	39.48'
C4	14°28'39"	776.74'	196.27'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 17°48'33" E	0.21'
L2	N 83°04'15" W	21.85'
L3	N 12°39'42" E	12.92'

NOTE: A PIPELINE EASEMENT REC. 9/16/27 IN BK. 1376, PG. 246 OF DEEDS AND A POLE LINE EASEMENT REC. 10/15/41 IN BK. 1246, PG. 369 O.R. ARE NOT PLOTTABLE

LEGEND

▨	TEMPORARY CONSTRUCTION EASEMENT (TCE) AREA = 2,872 SQ. FT.
P.O.B.	POINT OF BEGINNING
DD1	DEED REC. 9/30/91 AS DOC. NO. 1991-0509045 O.R.

DESCRIPTION: A PORTION OF LOT 12, ORLEAVO HEIGHTS, MAP NO. 1944	**INLAND RAIL TRAIL**	SHEET 1 OF 1
OWNER: SIGLER GOLDSTEIN FAMILY TRUST	AGUIRRE & ASSOCIATES 8383 COMMERCIAL ST., SUITE 1, LA MESA, CA 91942 PH: (619)464-8076 FAX: (619)464-7203	SCALE: 1" = 30'
ADDRESS: 138 MAR VISTA DR.	SURVEYING · MAPPING · RIGHT-OF-WAY ENGINEERING	DRAWN: KA
		CHECKED: MA
		DATE PREPARED: 11-12-2013

EXHIBIT 2

5003223

RECORDING REQUESTED BY:
Chicago Title Insurance Company
1406 S. Santa Fe Avenue
Vista, CA 92084
Escrow and Order No. _____

THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON OCT 31, 2014
DOCUMENT NUMBER 2014-0474630
Ernest J. Dronenburg, Jr., COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE
TIME: 8:40 AM

WHEN RECORDED MAIL TO:
San Diego Association of Governments
Attn: Emilio Rodriguez, Senior Engineer
401 B Street, Suite 800
San Diego, California 92101

Portions APN(s.): 183-290-27

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

This Grant of Temporary Construction Easement (hereinafter referred to as this "**Instrument**") is made and entered into by the undersigned JOHN J. BALDERRAMA and CORO A. BALDERRAMA (hereinafter referred to as "**Grantor**"), with reference and respect to that certain Temporary Construction Easement Agreement **[or** Agreement of Purchase and Sale and Joint Escrow Instructions] as further described and referenced in the second to last paragraph of this Instrument (hereinafter referred to as the "**Agreement**"). Grantor represents and warrants that it is the owner in fee simple of certain real property located in the [City of Vista,] County of San Diego, State of California, more fully described in ATTACHMENT "1" attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** (hereinafter referred to as "**Grantee**"), and its successors and assigns, a temporary and exclusive construction easement and right of way ("Temporary Construction Easement"), over, above, on, under, in, across, along and through that certain portion of the Property more fully described and depicted or illustrated in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Temporary Construction Easement Area**"), for the purpose of all necessary and convenient activities associated with the Inland Rail Trails Project (hereinafter referred to as the "**Project**"), as further described in the Agreement, including, without limitation, construction and/or operation of the Project.

The Temporary Construction Easement shall, unless extended, expire on the date ("**Expiration Date**") that is twelve (12) months from and after the anticipated commencement of construction within the Temporary Construction Easement Area as established in a notice given to Grantor by or on behalf of Grantee pursuant to the Agreement. The Grantee shall have an option to extend the Temporary Construction Easement on a month-to-month basis (and/or as otherwise provided in the Agreement) until construction of the Project is completed. Upon occurrence of the completion of the Project, the then-owners of record of the Property shall have the right to request and, thereafter, receive from Grantee a duly executed and acknowledged instrument in writing whereby Grantee quitclaims or otherwise releases its interest in the Temporary Construction Easement, but not the other terms and provisions of this Instrument, to

the said then-owner of record of the Property, and may cause same to be recorded in Official Records of San Diego County, California.

Grantor covenants, by and for itself, its heirs, successors and assigns, including, without limitation, any voluntary and involuntary successor(s)-in-interest to the Property or any part thereof, that Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee's sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the Temporary Construction Easement Area or which may interfere with the use of the Temporary Construction Easement Area; and Grantor shall not permit the erection, placement, or maintenance of any improvement, or undertaking of any other activity, which may interfere with the use of the Temporary Construction Easement Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the Temporary Construction Easement Area.

The Temporary Construction Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontrators and workmen to (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement, (ii) use, control and occupy the Temporary Construction Easement Area, (iiii) use and temporarily place and operate tools, equipment, machinery, and materials on the Temporary Construction Easement Area, and (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora, including, without limitation, the roots thereof, located within the Temporary Construction Easement Area.

As the Temporary Construction Easement is exclusive, Grantor acknowledges and agrees that, until after the Expiration Date, Grantee has no or retains no right to use the surface or any other part of the Temporary Construction Easement Area for any purpose. Further, prior to the expiration or termination of the Temporary Construction Easement, Grantor shall not grant or dedicate any easement, right or other interest in, to, on, under or over the Temporary Construction Easement Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee's sole and unfettered discretion.

This Instrument, including, without limitation, the grant and other terms and provisions set forth or incorporated by reference herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and under this Instrument and may do so without obtaining the consent of or providing notice to Grantee.

At the expiration of the Temporary Construction Easement, Grantee shall not and shall not be required to restore the Temporary Construction Easement Area to the condition, or as near as practicable to the condition, that existed immediately prior to Grantee's operations; instead Grantee shall put the Temporary Construction Easement Area in a neat and clean condition with the soil compacted to a reasonable degree; provided, however, that Grantee's obligations in this regard shall not apply with respect to reasonable wear and tear or any changed condition or circumstance not resulting from Grantee's operations, including, without limitation, Grantee's negligence or greater fault. Similarly, Grantee shall not be required to restore (to their pre-existing condition) any vegetation, landscaping or improvements for which the Grantor has (and Grantor hereby acknowledges and agrees that Grantor has) been paid. Additionally, it is

understood that, upon said expiration or termination of the Temporary Construction Easement, Grantee shall have no other or further obligation, liability or duty in connection with the Property.

The covenants contained in this Instrument shall run with the land.

This Instrument arises from the Agreement as entered into by Grantor and Grantee on or about June 30, 2014. The terms and provisions of the Agreement are incorporated into this Instrument by this reference as if set forth in this Instrument in full. Appropriately interested parties may inspect a copy of the Agreement at the offices of Grantee.

This Instrument together with the Agreement contains the entire agreement of the parties relating to the subject matter hereof, including, without limitation, the rights herein granted and the obligations herein assumed. Any oral representations concerning or modifications of this Instrument or the Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed on the date set forth below.

Dated: June 30 2014

GRANTOR:

JOHN J. BALDERRAMA and CORO A. BALDERRAMA

By: _____

Name: JOHN J BALDERRAMA

By: _____

Name: CORO A Balderrama

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On June 30, 2014 before me, Cathleen Hill, notary public, personally appeared John J. Balderrama & Coro A. Balderrama, 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 of Notary Public

CATHLEEN HILL
Commission # 2036260
Notary Public - California
San Diego County
My Comm. Expires Aug 9, 2017

5003223

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Temporary Construction Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
Gary Gallegos (or designee) Kim Kawanda
Executive Director

Date: 9-8-2014

ATTACHMENT "1"

Legal Description of Property
[APN(s): 183-290-27]

[attached behind this page]

EXHIBIT A
LEGAL DESCRIPTION

The land referred to herein is situated in the State of CALIFORNIA, County of SAN DIEGO, and described as follows:

PARCEL B OF PARCEL MAP NO. 317, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 20, 1970 AS FILE NO. 149618 OF OFFICIAL RECORDS.

Assessor's Parcel Number: **183-290-27-00**

EXHIBIT "A"

Legal Description of Temporary Construction Easement Area
[APN(s): 183-290-27]

[attached behind this page]

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
APN 183-290-27

THAT PORTION OF PARCEL B OF PARCEL MAP NO. 317, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 20, 1970 AS FILE NO. 149618 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHEASTERLY 10.00 FEET OF SAID PARCEL B MEASURED PERPENDICULAR TO THE NORTHEASTERLY LINE THEREOF.

THE SIDELINES OF SAID 10.00-FOOT STRIP OF LAND TERMINATE SOUTHEASTERLY IN THE EASTERLY LINE OF SAID PARCEL B, AND TERMINATE NORTHWESTERLY IN THE WESTERLY LINE OF SAID PARCEL B.

AREA = 1,632 SQUARE FEET, MORE OR LESS.

THIS LEGAL DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.



11/22/13

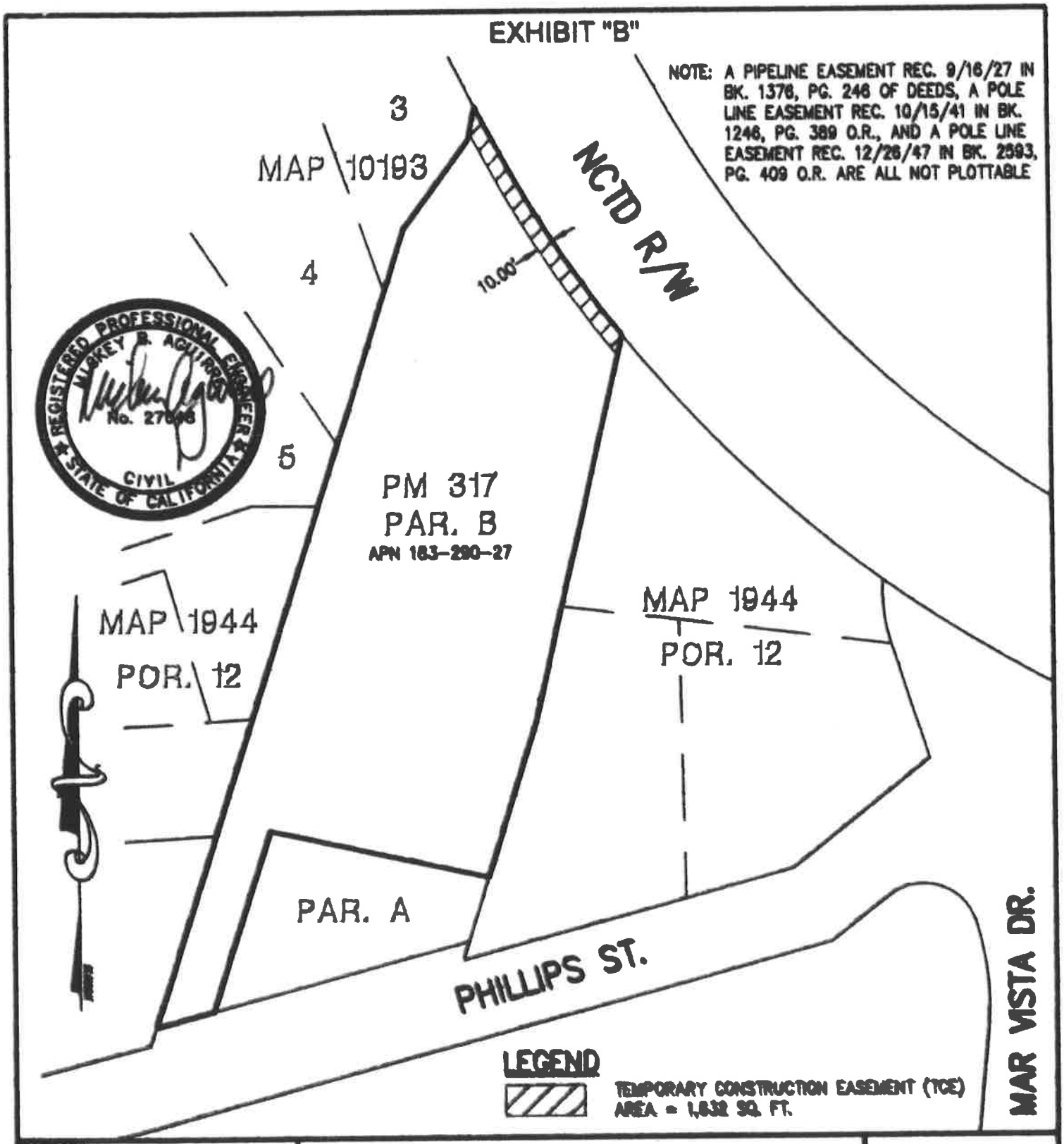
MICKEY B. AGUIRRE RCE 27648

EXHIBIT "B"

Map of Temporary Construction Easement Area
[APN(s): 183-290-27]

[attached behind this page]

EXHIBIT "B"



A PORTION OF PARCEL B, PACEL MAP NO. 317	**INLAND RAIL TRAIL**	SHEET 1 OF 1
		SCALE: 1" = 80'
JOHN J. BALDERRAMA AND CORO A. BALDERRAMA	AGUIRRE & ASSOCIATES 8383 COMMERCIAL ST., SUITE 1, LA MESA, CA 91942 PH: (619)464-8878 FAX: (619)464-7203	DRAFTED: KA
		CHECKED: MA
1430 PHILLIPS STREET	SURVEYING · MAPPING · RIGHT-OF-WAY ENGINEERING	DATE PREPARED: 11-12-2013

EXHIBIT 3

SLOPE AND DRAINAGE EASEMENT

recorded requested
Stewart

DOC # 2014-0490045

NOV 10, 2014 3:18 PM
OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
Ernest J. Dronenburg, Jr., COUNTY RECORDER
FEES: 0.00
OC: NA

PAGES: 9

~~RECORDING REQUESTED BY:~~
Chicago Title Insurance Company
1406 S. Santa Fe Avenue
Vista, CA 92084
Escrow and Order No. 73714005033/~~01180-118610~~
01180-118610

WHEN RECORDED MAIL TO:
SANDAG
Attn: Emilio Rodriguez, Project Manager
401 B Street, Ste. 800
San Diego, California 92101-4231

Portions APN(s.): 180-173-58

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

SLOPE AND DRAINAGE EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Aditaim* and Darinel Lopez** ("**Grantor**"), Grantor does hereby GRANT and CONVEY to the San Diego Association of Governments ("**Grantee**"), and its successors and assigns, a permanent, nonexclusive Slope and Drainage Easement ("Easement").

Specifically, the Easement grants a perpetual right to construct, repair, maintain, and adjust, as applicable, a concrete swale, cut and/or fill slopes, and appurtenances thereto, and such other drainage purposes authorized by statute or deemed by common law to be compatible and consistent with the purpose of the Easement, including the right of ingress/egress, over, across and along, that certain portion of real property situated in the City of San Diego, County of San Diego, State of California, described in Exhibit "A", legal description, and depicted in Exhibit "B", plat map to accompany legal description, attached hereto and made a part hereof.

Grantee is expressly granted the right to convey, transfer, or assign the Easement rights described above, in whole or in part, to other parties, including without limitation public entities, public utility companies and/or other entities. The Grantor, for the Grantor and Grantor's successors and assigns, hereby waives any claim for any and all damages to, the Grantor's remaining property contiguous to the Easement by reason of the use of said Easement.

The rights and obligations contained herein shall inure to the benefit of, and be binding upon, the successors-in-interest, agents, employees, assigns, and transferees of the parties hereto.

(Signature Page to Follow)

*Lopez, a single woman
**a single man

Description: San Diego,CA Document - Year.DocID 2014.490045 Page: 1 of 9
Order: 7034-01180-118610 Comment:

IN WITNESS WHEREOF, Grantor has executed this Slope and Drainage Easement as of this day of 05-02, 2014.

GRANTOR: _____

By: _____ By: _____

Printed: Darinel Lopez Aka Darinel Lopez Martinez Printed: Aditaim Lopez Aka Aditaim Lopez Martinez

Title: Property owner Title: property owner

Lopez_180-173-58

Description: San Diego,CA Document - Year.DocID 2014.490045 Page: 2 of 9
Order: 7034-01180-118610 Comment:

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On May 5, 2014 before me, R. Martinez, notary public, personally appeared Aditaim Lopez Martinez,
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 of Notary Public

R. MARTINEZ
Commission # 1920933
Notary Public - California
San Diego County
My Comm. Expires Jan 8, 2015

Lopez_180-173-58

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On 8/12/14 before me, R. Martinez notary public
(Here insert name and title of the officer)

personally appeared Darinel Lopez Martinez

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 of Notary Public

R. MARTINEZ
Commission # 1920933
Notary Public - California
San Diego County
My Comm. Expires Jan 8, 2015

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Slope & Drainage Easement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date 5/6/14

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public)
- Print the name(s) of document signer(s) who personally appear at the time of notarization
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they,~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary)
- Securely attach this document to the signed document

2008 Version CAPA v12.10.07 800-873-9865 www.NotaryClasses.com

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Slope and Drainage Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
Gary Gallegos (or designee)
Executive Director

Date: 6-4-2014

Lopez_180-173-58

EXHIBIT "A" TO
SLOPE AND DRAINAGE EASEMENT

Legal Description of Easement
[APN(s): 180-173-58]

[attached behind this page]

Description: San Diego,CA Document - Year.DocID 2014.490045 Page: 6 of 9
Order: 7034-01180-118610 Comment:

EXHIBIT "A"
PERMANENT DRAINAGE EASEMENT
APN 180-173-58

THAT PORTION OF LOT 3 OF VISTA TRACT 77-28, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 10193, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SEPTEMBER 10, 1981, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHEASTERLY 3.00 FEET OF SAID LOT 3 MEASURED PERPENDICULAR TO THE NORTHEASTERLY LINE THEREOF.

THE SIDELINES OF SAID 3.00-FOOT STRIP OF LAND TERMINATE SOUTHEASTERLY IN THE SOUTHEASTERLY LINE OF SAID LOT 3, AND TERMINATE NORTHWESTERLY IN THE NORTHERLY LINE OF SAID LOT 3.

AREA = 589 SQUARE FEET, MORE OR LESS.

THIS LEGAL DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

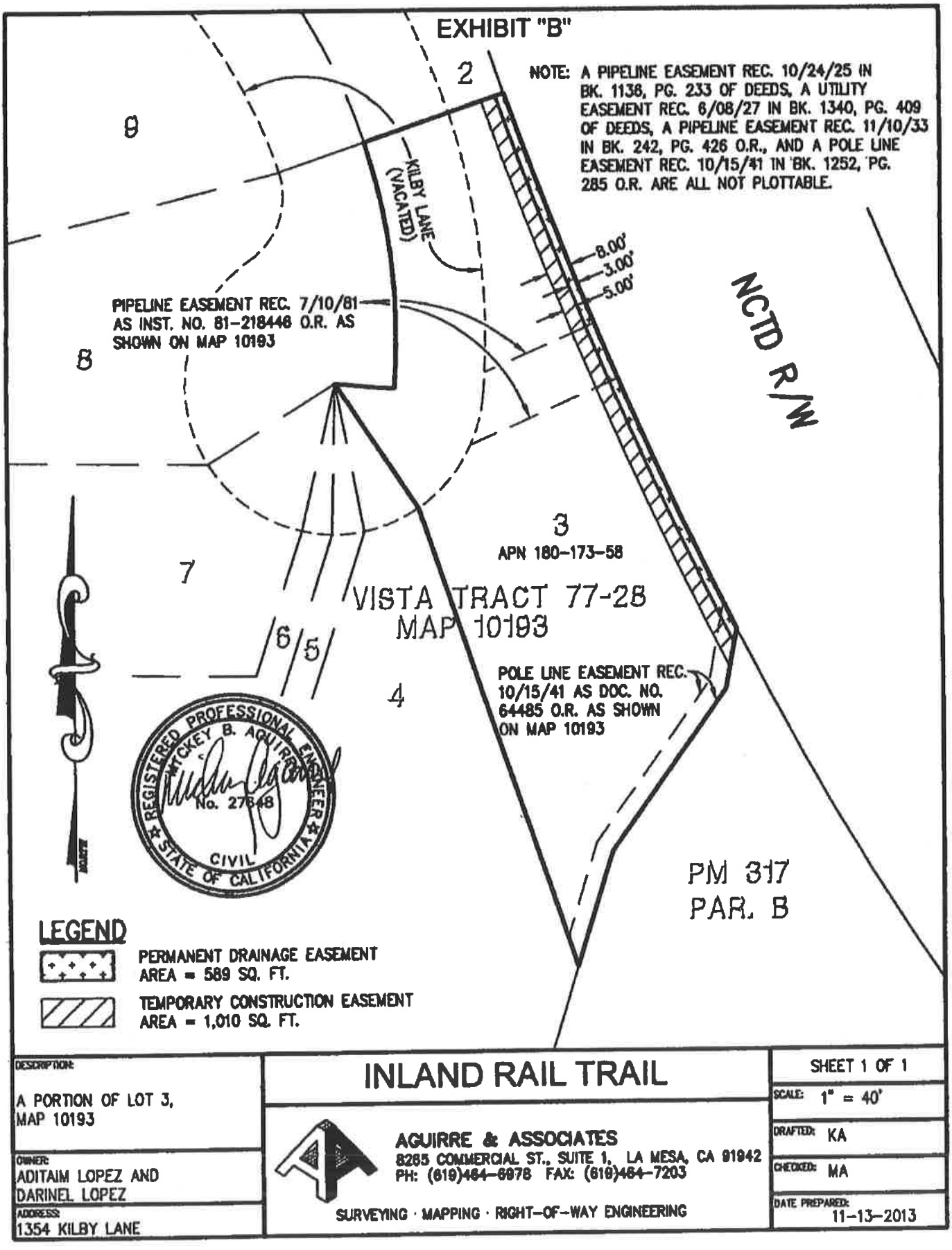
REGISTERED PROFESSIONAL ENGINEER
MICKEY B. AGUIRRE
No. 27648
CIVIL
STATE OF CALIFORNIA

11/22/13
MICKEY B. AGUIRRE RCE 27648

EXHIBIT "B" TO
SLOPE AND DRAINAGE EASEMENT

Map of Real Property
[APN(s): 180-173-58]

[attached behind this page]



DESCRIPTION: A PORTION OF LOT 3, MAP 10193	INLAND RAIL TRAIL	SHEET 1 OF 1
OWNER: ADITAIM LOPEZ AND DARINEL LOPEZ	AGUIRRE & ASSOCIATES 8265 COMMERCIAL ST., SUITE 1, LA MESA, CA 91942 PH: (619)464-6978 FAX: (619)464-7203 SURVEYING · MAPPING · RIGHT-OF-WAY ENGINEERING	SCALE: 1" = 40'
ADDRESS: 1354 KILBY LANE		DRAFTED: KA
		CHECKED: MA
		DATE PREPARED: 11-13-2013

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

3

recorded Requested Stewart

~~RECORDING REQUESTED BY:~~
Chicago Title Insurance Company
1406 S. Santa Fe Avenue
Vista, CA 92084
Escrow and Order No. 73714005033/~~01180-11861~~
01180-118610

WHEN RECORDED MAIL TO:
San Diego Association of Governments
Attn: Emilio Rodriguez, Senior Engineer
401 B Street, Suite 800
San Diego, California 92101

DOC # 2014-0490046

NOV 10, 2014 3:18 PM
OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
Ernest J. Dronenburg, Jr., COUNTY RECORDER
FEES: 0.00
OC: NA

PAGES: 12

Portions APN(s.): 180-173-58

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

This Grant of Temporary Construction Easement (hereinafter referred to as this "**Instrument**") is made and entered into by the undersigned Aditaim* and Darinel Lopez** (hereinafter referred to as "**Grantor**"), with reference and respect to that certain Temporary Construction Easement Agreement **[or** Agreement of Purchase and Sale and Joint Escrow Instructions**]** as further described and referenced in the second to last paragraph of this Instrument (hereinafter referred to as the "**Agreement**"). Grantor represents and warrants that it is the owner in fee simple of certain real property located in the City of Vista, County of San Diego, State of California, more fully described in ATTACHMENT "1" attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** (hereinafter referred to as "**Grantee**"), and its successors and assigns, a temporary and exclusive construction easement and right of way ("Temporary Construction Easement"), over, above, on, under, in, across, along and through that certain portion of the Property more fully described and depicted or illustrated in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Temporary Construction Easement Area**"), for the purpose of all necessary and convenient activities associated with the Inland Rail Trails Project (hereinafter referred to as the "**Project**"), as further described in the Agreement, including, without limitation, construction and/or operation of the Project.

The Temporary Construction Easement shall, unless extended, expire on the date ("**Expiration Date**") that is twelve (12) months from and after the anticipated commencement of construction within the Temporary Construction Easement Area as established in a notice given to Grantor by or on behalf of Grantee pursuant to the Agreement. The Grantee shall have an option to extend the Temporary Construction Easement on a month-to-month basis (and/or as otherwise provided in the Agreement) until construction of the Project is completed. Upon occurrence of the completion of the Project, the then-owners of record of the Property shall have the right to request and, thereafter, receive from Grantee a duly executed and acknowledged instrument in writing whereby Grantee quitclaims or otherwise releases its interest in the

*Lopez, a single woman
**a single man

Temporary Construction Easement, but not the other terms and provisions of this Instrument, to the said then-owner of record of the Property, and may cause same to be recorded in Official Records of San Diego County, California.

Grantor covenants, by and for itself, its heirs, successors and assigns, including, without limitation, any voluntary and involuntary successor(s)-in-interest to the Property or any part thereof, that Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee's sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the Temporary Construction Easement Area or which may interfere with the use of the Temporary Construction Easement Area; and Grantor shall not permit the erection, placement, or maintenance of any improvement, or undertaking of any other activity, which may interfere with the use of the Temporary Construction Easement Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the Temporary Construction Easement Area.

The Temporary Construction Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontractors and workmen to (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement, (ii) use, control and occupy the Temporary Construction Easement Area, (iii) use and temporarily place and operate tools, equipment, machinery, and materials on the Temporary Construction Easement Area, and (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora, including, without limitation, the roots thereof, located within the Temporary Construction Easement Area.

As the Temporary Construction Easement is exclusive, Grantor acknowledges and agrees that, until after the Expiration Date, Grantee has no or retains no right to use the surface or any other part of the Temporary Construction Easement Area for any purpose. Further, prior to the expiration or termination of the Temporary Construction Easement, Grantor shall not grant or dedicate any easement, right or other interest in, to, on, under or over the Temporary Construction Easement Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee's sole and unfettered discretion.

This Instrument, including, without limitation, the grant and other terms and provisions set forth or incorporated by reference herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and under this Instrument and may do so without obtaining the consent of or providing notice to Grantee.

At the expiration of the Temporary Construction Easement, Grantee shall not and shall not be required to restore the Temporary Construction Easement Area to the condition, or as near as practicable to the condition, that existed immediately prior to Grantee's operations; instead Grantee shall put the Temporary Construction Easement Area in a neat and clean condition with the soil compacted to a reasonable degree; provided, however, that Grantee's obligations in this regard shall not apply with respect to reasonable wear and tear or any changed condition or circumstance not resulting from Grantee's operations, including, without limitation, Grantee's negligence or greater fault. Similarly, Grantee shall not be required to restore (to their pre-existing condition) any vegetation, landscaping or improvements for which the Grantor has (and

Grantor hereby acknowledges and agrees that Grantor has) been paid. Additionally, it is understood that, upon said expiration or termination of the Temporary Construction Easement, Grantee shall have no other or further obligation, liability or duty in connection with the Property.

The covenants contained in this Instrument shall run with the land.

This Instrument arises from the Agreement as entered into by Grantor and Grantee on or about June 4 __, 2014. The terms and provisions of the Agreement are incorporated into this Instrument by this reference as if set forth in this Instrument in full. Appropriately interested parties may inspect a copy of the Agreement at the offices of Grantee.

This Instrument together with the Agreement contains the entire agreement of the parties relating to the subject matter hereof, including, without limitation, the rights herein granted and the obligations herein assumed. Any oral representations concerning or modifications of this Instrument or the Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed on the date set forth below.

Dated: 05-02-2014

GRANTOR:

Aditaim Lopez and Darinel Lopez

By: _____

Name: Aditaim Lopez aka Aditaim Lopez Martinez

Title: property owner

By: _____

Name: Darinel Lopez aka Darinel Lopez Martinez

Title: property owner

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On May 5, 2014 before me, R. Martinez, notary public, personally appeared Aditaim Lopez Martinez,
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.

R. MARTINEZ
Commission # 1920933
Notary Public - California
San Diego County
My Comm. Expires Jan 8, 2015

Signature of Notary Public

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On 8/12/14 before me, R. Martinez notary public,
(Here insert name and title of the officer)

personally appeared Darinel Lopez Martinez,

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.

R. Martinez

Signature of Notary Public

(Notary Seal)

R. MARTINEZ
Commission # 1920933
Notary Public - California
San Diego County
My Comm. Expires Jan 8, 2015

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Grant of Temp Const Easment.
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ___ Document Date 5/2/14

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Temporary Construction Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
Gary Gallegos (or designee)
Executive Director

Date: 6-4-2014

ATTACHMENT "1"

Legal Description of Property
[APN(s): 180-173-58]

[attached behind this page]

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Diego, City of Vista and described as follows:

Parcel A:

Lot 3 of Vista Tract 77-28, in the City of Vista, County of San Diego, State of California, according to Map thereof No. 10193, filed in the Office of the County Recorder of San Diego County, September 10, 1981, together with that portion of Kilby Lane being delineated and designated on said Map, and as vacated and closed to public use by City of Vista Resolution No. 86-2, recorded January 22, 1986 as Instr. # 86-027350, of Official Records, described as follows:

Beginning at the most Westerly corner of said Lot 3, said point being on a 50.00 foot radius curve concave Northwesterly; thence Northeasterly along said curve through a central angle of 50° 58' 38" a distance of 44.49 feet to the beginning of a compound 230.00 foot radius curve; thence Northerly along said curve through a central angle of 23° 41' 37" a distance of 95.11 feet; thence radial to said curve South 70° 45' 07" West 30.00 feet to the beginning of a 200.00 foot radius curve concave concentric with the above described 230.00 radius curve; thence Southerly along said curve through a central angle of 14° 48' 09" a distance of 82.71 feet; thence radial to said curve North 85° 33' 16" West, 25.00 feet; thence South 34° 34' 38" East 50.00 feet to the Point of Beginning.

Parcel B:

An easement for vehicular ingress and egress over, under, along and across that portion of Kilby Lane as vacated and closed to public use by Resolution No. 86-2, recorded in the Office of the County Recorder of San Diego County, January 22, 1986 as Instr. # 86-027350, of Official Records, more particularly described as Parcels 1, 2 and 3 therein.

Excepting therefrom that portion lying within Parcel A hereinabove described.

APN: 180-173-58-00
(End of Legal Description)

EXHIBIT "A"

Legal Description of Temporary Construction Easement Area
[APN(s): 180-173-58]

[attached behind this page]

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
APN 180-173-58

THAT PORTION OF LOT 3 OF VISTA TRACT 77-28, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 10193, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SEPTEMBER 10, 1981, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHEASTERLY 8.00 FEET OF SAID LOT 3 MEASURED PERPENDICULAR TO THE NORTHEASTERLY LINE THEREOF.

EXCEPTING THEREFROM:

THEN NORTHEASTERLY 3.00 FEET OF SAID LOT 3 MEASURED PERPENDICULAR TO THE NORTHEASTERLY LINE THEREOF.

THE SIDELINES OF SAID 5.00-FOOT STRIP OF LAND TERMINATE SOUTHEASTERLY IN THE SOUTHEASTERLY LINE OF SAID LOT 3, AND TERMINATE NORTHWESTERLY IN THE NORTHERLY LINE OF SAID LOT 3.

AREA = 1,010 SQUARE FEET, MORE OR LESS.

THIS LEGAL DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.



11/22/13

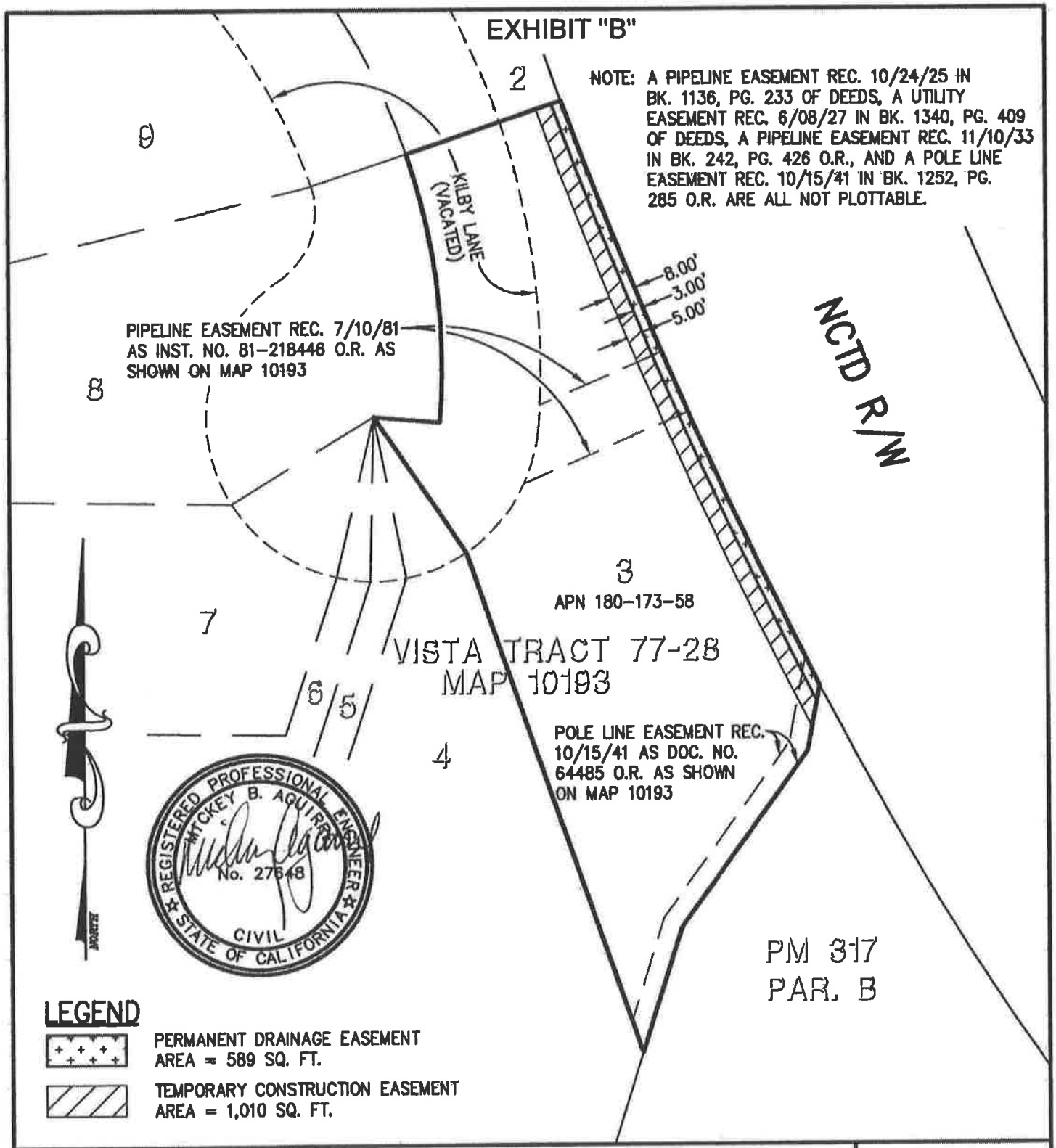
MICKEY B. AGUIRRE RCE 27648

EXHIBIT "B"

Map of Temporary Construction Easement Area
[APN(s): 180-173-58]

[attached behind this page]

EXHIBIT "B"



DESCRIPTION:
A PORTION OF LOT 3, MAP 10193

OWNER:
ADITAIM LOPEZ AND DARINEL LOPEZ

ADDRESS:
1354 KILBY LANE

INLAND RAIL TRAIL

AGUIRRE & ASSOCIATES
8265 COMMERCIAL ST., SUITE 1, LA MESA, CA 91942
PH: (619)464-6978 FAX: (619)464-7203

SURVEYING · MAPPING · RIGHT-OF-WAY ENGINEERING

SHEET 1 OF 1

SCALE: 1" = 40'

DRAFTED: KA

CHECKED: MA

DATE PREPARED: 11-13-2013

EXHIBIT 4

RECORDING REQUESTED BY:
_____ Title Insurance Company
_____
_____, CA _____
Escrow and Order No. _____

THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON SEP 26, 2014
DOCUMENT NUMBER 2014-0418345
Ernest J. Dronenburg, Jr., COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE
TIME: 10:02 AM

WHEN RECORDED MAIL TO:
San Diego Association of Governments
Attn: Emilio Rodriguez, Senior Engineer
401 B Street, Suite 800
San Diego, California 92101

Portions APN(s.): 180-173-57

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

This Grant of Temporary Construction Easement (hereinafter referred to as this "**Instrument**") is made and entered into by the undersigned Joshua and Whitney Pridham (hereinafter referred to as "**Grantor**"), with reference and respect to that certain Temporary Construction Easement Agreement **[or** Agreement of Purchase and Sale and Joint Escrow Instructions] as further described and referenced in the second to last paragraph of this Instrument (hereinafter referred to as the "**Agreement**"). Grantor represents and warrants that it is the owner in fee simple of certain real property located in the City of Vista, County of San Diego, State of California, more fully described in ATTACHMENT "1" attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** (hereinafter referred to as "**Grantee**"), and its successors and assigns, a temporary and exclusive construction easement and right of way ("Temporary Construction Easement"), over, above, on, under, in, across, along and through that certain portion of the Property more fully described and depicted or illustrated in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Temporary Construction Easement Area**"), for the purpose of all necessary and convenient activities associated with the Inland Rail Trails Project (hereinafter referred to as the "**Project**"), as further described in the Agreement, including, without limitation, construction and/or operation of the Project.

The Temporary Construction Easement shall, unless extended, expire on the date ("**Expiration Date**") that is twelve (12) months from and after the anticipated commencement of construction within the Temporary Construction Easement Area as established in a notice given to Grantor by or on behalf of Grantee pursuant to the Agreement. The Grantee shall have an option to extend the Temporary Construction Easement on a month-to-month basis (and/or as otherwise provided in the Agreement) until construction of the Project is completed. Upon occurrence of the completion of the Project, the then-owners of record of the Property shall have the right to request and, thereafter, receive from Grantee a duly executed and acknowledged instrument in writing whereby Grantee quitclaims or otherwise releases its interest in the Temporary Construction Easement, but not the other terms and provisions of this Instrument, to

the said then-owner of record of the Property, and may cause same to be recorded in Official Records of San Diego County, California.

Grantor covenants, by and for itself, its heirs, successors and assigns, including, without limitation, any voluntary and involuntary successor(s)-in-interest to the Property or any part thereof, that Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee's sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the Temporary Construction Easement Area or which may interfere with the use of the Temporary Construction Easement Area; and Grantor shall not permit the erection, placement, or maintenance of any improvement, or undertaking of any other activity, which may interfere with the use of the Temporary Construction Easement Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the Temporary Construction Easement Area.

The Temporary Construction Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, sub-contractors and workmen to (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement, (ii) use, control and occupy the Temporary Construction Easement Area, (iii) use and temporarily place and operate tools, equipment, machinery, and materials on the Temporary Construction Easement Area, and (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora, including, without limitation, the roots thereof, located within the Temporary Construction Easement Area.

As the Temporary Construction Easement is exclusive, Grantor acknowledges and agrees that, until after the Expiration Date, Grantee has no or retains no right to use the surface or any other part of the Temporary Construction Easement Area for any purpose. Further, prior to the expiration or termination of the Temporary Construction Easement, Grantor shall not grant or dedicate any easement, right or other interest in, to, on, under or over the Temporary Construction Easement Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee's sole and unfettered discretion.

This Instrument, including, without limitation, the grant and other terms and provisions set forth or incorporated by reference herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and under this Instrument and may do so without obtaining the consent of or providing notice to Grantee.

At the expiration of the Temporary Construction Easement, Grantee shall not and shall not be required to restore the Temporary Construction Easement Area to the condition, or as near as practicable to the condition, that existed immediately prior to Grantee's operations; instead Grantee shall put the Temporary Construction Easement Area in a neat and clean condition with the soil compacted to a reasonable degree; provided, however, that Grantee's obligations in this regard shall not apply with respect to reasonable wear and tear or any changed condition or circumstance not resulting from Grantee's operations, including, without limitation, Grantee's negligence or greater fault. Similarly, Grantee shall not be required to restore (to their pre-existing condition) any vegetation, landscaping or improvements for which the Grantor has (and Grantor hereby acknowledges and agrees that Grantor has) been paid. Additionally, it is

understood that, upon said expiration or termination of the Temporary Construction Easement, Grantee shall have no other or further obligation, liability or duty in connection with the Property.

The covenants contained in this Instrument shall run with the land.

This Instrument arises from the Agreement as entered into by Grantor and Grantee on or about JANUARY 28, 2014. The terms and provisions of the Agreement are incorporated into this Instrument by this reference as if set forth in this Instrument in full. Appropriately interested parties may inspect a copy of the Agreement at the offices of Grantee.

This Instrument together with the Agreement contains the entire agreement of the parties relating to the subject matter hereof, including, without limitation, the rights herein granted and the obligations herein assumed. Any oral representations concerning or modifications of this Instrument or the Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed on the date set forth below.

Dated: 20140128

GRANTOR:

Joshua and Whitney Pridham

By: _____
Name: Joshua Pridham
Title: Owner

By: _____
Name: Whitney Pridham
Title: Owner

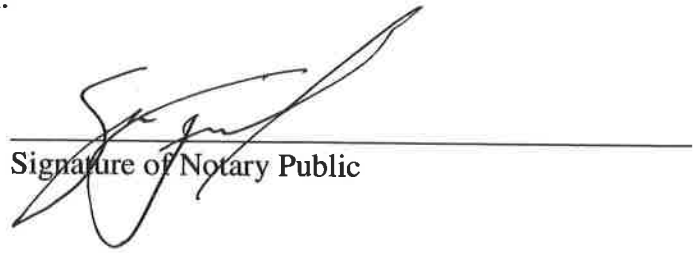
NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On January 28, 2014 before me, 1stLt Sean Frederick, USMC, notary public, personally appeared Joshua Pridham and Whitney Pridham,
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 of Notary Public

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On JANUARY 28, 2014 before me, 1STLT SEAN FREDERICK, USMC, notary public, personally appeared JOSHUA PRIDHAM AND WHITNEY PRIDHAM, 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 of Notary Public

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Slope and Drainage Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____ for
Gary Gallegos (or designee) Kurt Kroninger
Executive Director

Date: 3/12/14

ATTACHMENT "1"

Legal Description of Property
[APN: 180-173-57]

[attached behind this page]

EXHIBIT A
LEGAL DESCRIPTION

The land referred to herein is situated in the State of CALIFORNIA, County of SAN DIEGO, and described as follows:

PARCEL A:

LOT 2 OF VISTA TRACT 77-28, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 10193, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SEPTEMBER 10, 1981, TOGETHER WITH THAT PORTION OF KILBY LANE ADJOINING LOT 2 ON THE WEST, AS VACATED AND CLOSED TO PUBLIC USE BY RESOLUTION NO. 86-2 RECORDED JANUARY 22, 1986 AS INSTRUMENT NO. 86-027350 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 70 DEGREES 45 MINUTES 07 SECONDS WEST 30.00 FEET TO THE BEGINNING OF A NONTANGENT 200.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 70 DEGREES 45 MINUTES 07 SECONDS EAST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 30 MINUTES 46 SECONDS A DISTANCE OF 110.00 FEET TO THE BEGINNING OF A REVERSE 200.00 FOOT RADIUS CURVE; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34 DEGREES 57 MINUTES 02 SECONDS A DISTANCE OF 122.00 FEET; THENCE RADIAL TO SAID CURVE SOUTH 74 DEGREES 11 MINUTES 23 SECONDS WEST 30.00 FEET TO A POINT ON THE WEST LINE OF SAID MAP NO. 10193; THENCE NORTHERLY ALONG SAID LINE TO AN INTERSECTION WITH THE WESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF LOT 2; THENCE ALONG SAID PROLONGATION NORTH 68 DEGREES 59 MINUTES 33 SECONDS EAST TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE ALONG THE WESTERLY LINE OF SAID LOT 2, SOUTH 15 DEGREES 48 MINUTES 37 SECONDS EAST 76.38 NORTHERLY FEET TO THE BEGINNING OF A TANGENT 170.0 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34 DEGREES 57 MINUTES 02 SECONDS A DISTANCE OF 103.70 FEET TO THE BEGINNING OF A 200.00 FOOT REVERSE CURVE; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 30 MINUTES 46 SECONDS A DISTANCE OF 126.50 FEET TO THE POINT OF BEGINNING.

PARCEL B:

AN EASEMENT FOR VEHICULAR INGRESS AND EGRESS OVER, UNDER, ALONG AND ACROSS THAT PORTION OF KILBY LANE AS VACATED AND CLOSED TO PUBLIC USE BY RESOLUTION NO. 86-2, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JANUARY 22,1986 AS INSTRUMENT NO. 86-027350 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS PARCELS 1, 2 AND 3 THEREIN. EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL "A" HEREIN ABOVE DESCRIBED.

Assessor's Parcel Number: **180-173-57-00**

EXHIBIT "A"

Legal Description of Temporary Construction Easement Area
[APN: 180-173-57]

[attached behind this page]

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
APN 180-173-57

THAT PORTION OF LOT 2 OF VISTA TRACT 77-28, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 10193, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SEPTEMBER 10, 1981, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2;

1. THENCE ALONG THE EASTERLY LINE THEREOF SOUTH 13°07'02" EAST 124.21 FEET;
2. THENCE LEAVING SAID EASTERLY LINE SOUTH 76°52'58" WEST 10.00 FEET;
3. THENCE NORTH 13°07'02" WEST 122.87 FEET TO THE NORTHERLY LINE OF SAID LOT 2;
4. THENCE ALONG SAID NORTHERLY LINE NORTH 69°14'16" EAST 10.09 FEET TO THE **POINT OF BEGINNING.**

AREA = 1,235 SQUARE FEET, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6

THIS LEGAL DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.



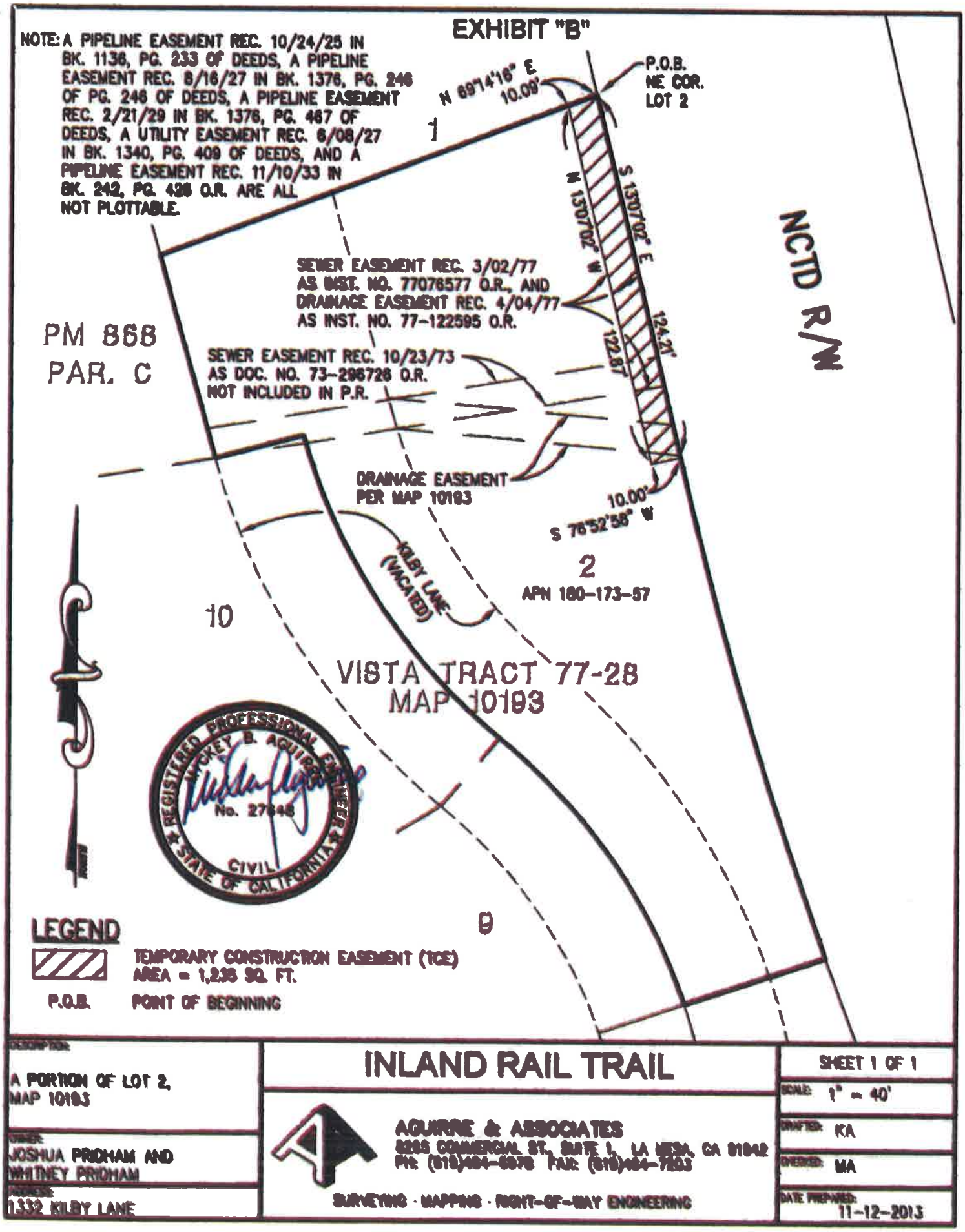
11/22/13

MICKEY B. AGUIRRE RCE 27648

EXHIBIT "B"

Map of Temporary Construction Easement Area
[APN:180-173-57]

[attached behind this page]



DESCRIPTION: A PORTION OF LOT 2, MAP 10193	INLAND RAIL TRAIL	SHEET 1 OF 1
OWNER: JOSHUA PRIDHAM AND WHITNEY PRIDHAM	AGUIRRE & ASSOCIATES 8205 COMMERCIAL ST., SUITE I, LA MESA, CA 91942 PH: (619)464-6976 FAX: (619)464-7203	SCALE: 1" = 40'
ADDRESS: 1332 KILBY LANE	SURVEYING · MAPPING · RIGHT-OF-WAY ENGINEERING	DRAFTED: KA
		CHECKED: MA
		DATE PREPARED: 11-12-2013

EXHIBIT 5

5003214

DOC # 2014-0474629

OCT 31, 2014 8:40 AM
OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
Ernest J. Dronenburg, Jr., COUNTY RECORDER
FEES: 0.00
OC: NA

PAGES: 13

F6
13P
1 COPY
NF
OCNA

RECORDING REQUESTED BY:
Chicago Title Insurance Company
1406 S. Santa Fe Avenue
Vista, CA 92084
Escrow and Order No. _____

WHEN RECORDED MAIL TO:
San Diego Association of Governments
Attn: Emilio Rodriguez, Senior Engineer
401 B Street, Suite 800
San Diego, California 92101

Portions APN(s.): 180-173-50

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

This Grant of Temporary Construction Easement (hereinafter referred to as this "**Instrument**") is made and entered into by the undersigned LUKE A. WILBORN and SHAWNEE M. WILBORN (hereinafter referred to as "**Grantor**"), with reference and respect to that certain Temporary Construction Easement Agreement [**or** Agreement of Purchase and Sale and Joint Escrow Instructions] as further described and referenced in the second to last paragraph of this Instrument (hereinafter referred to as the "**Agreement**"). Grantor represents and warrants that it is the owner in fee simple of certain real property located in the [City of Vista,] County of San Diego, State of California, more fully described in ATTACHMENT "1" attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** (hereinafter referred to as "**Grantee**"), and its successors and assigns, a temporary and exclusive construction easement and right of way ("Temporary Construction Easement"), over, above, on, under, in, across, along and through that certain portion of the Property more fully described and depicted or illustrated in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Temporary Construction Easement Area**"), for the purpose of all necessary and convenient activities associated with the Inland Rail Trails Project (hereinafter referred to as the "**Project**"), as further described in the Agreement, including, without limitation, construction and/or operation of the Project.

The Temporary Construction Easement shall, unless extended, expire on the date ("**Expiration Date**") that is twelve (12) months from and after the anticipated commencement of construction within the Temporary Construction Easement Area as established in a notice given to Grantor by or on behalf of Grantee pursuant to the Agreement. The Grantee shall have an option to extend the Temporary Construction Easement on a month-to-month basis (and/or as otherwise provided in the Agreement) until construction of the Project is completed. Upon occurrence of the completion of the Project, the then-owners of record of the Property shall have the right to request and, thereafter, receive from Grantee a duly executed and acknowledged instrument in writing whereby Grantee quitclaims or otherwise releases its interest in the Temporary Construction Easement, but not the other terms and provisions of this Instrument, to

the said then-owner of record of the Property, and may cause same to be recorded in Official Records of San Diego County, California.

Grantor covenants, by and for itself, its heirs, successors and assigns, including, without limitation, any voluntary and involuntary successor(s)-in-interest to the Property or any part thereof, that Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee's sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the Temporary Construction Easement Area or which may interfere with the use of the Temporary Construction Easement Area; and Grantor shall not permit the erection, placement, or maintenance of any improvement, or undertaking of any other activity, which may interfere with the use of the Temporary Construction Easement Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the Temporary Construction Easement Area.

The Temporary Construction Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontrators and workmen to (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement, (ii) use, control and occupy the Temporary Construction Easement Area, (iiii) use and temporarily place and operate tools, equipment, machinery, and materials on the Temporary Construction Easement Area, and (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora, including, without limitation, the roots thereof, located within the Temporary Construction Easement Area.

As the Temporary Construction Easement is exclusive, Grantee acknowledges and agrees that, until after the Expiration Date, Grantor has no or retains no right to use the surface or any other part of the Temporary Construction Easement Area for any purpose. Further, prior to the expiration or termination of the Temporary Construction Easement, Grantor shall not grant or dedicate any easement, right or other interest in, to, on, under or over the Temporary Construction Easement Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee's sole and unfettered discretion.

This Instrument, including, without limitation, the grant and other terms and provisions set forth or incorporated by reference herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and under this Instrument and may do so without obtaining the consent of or providing notice to Grantee.

At the expiration of the Temporary Construction Easement, Grantee shall not and shall not be required to restore the Temporary Construction Easement Area to the condition, or as near as practicable to the condition, that existed immediately prior to Grantee's operations; instead Grantee shall put the Temporary Construction Easement Area in a neat and clean condition with the soil compacted to a reasonable degree; provided, however, that Grantee's obligations in this regard shall not apply with respect to reasonable wear and tear or any changed condition or circumstance not resulting from Grantee's operations, including, without limitation, Grantee's negligence or greater fault. Similarly, Grantee shall not be required to restore (to their pre-existing condition) any vegetation, landscaping or improvements for which the Grantor has (and Grantor hereby acknowledges and agrees that Grantor has) been paid. Additionally, it is

understood that, upon said expiration or termination of the Temporary Construction Easement, Grantee shall have no other or further obligation, liability or duty in connection with the Property.

The covenants contained in this Instrument shall run with the land.

This Instrument arises from the Agreement as entered into by Grantor and Grantee on or about January 12, 2014. The terms and provisions of the Agreement are incorporated into this Instrument by this reference as if set forth in this Instrument in full. Appropriately interested parties may inspect a copy of the Agreement at the offices of Grantee.

This Instrument together with the Agreement contains the entire agreement of the parties relating to the subject matter hereof, including, without limitation, the rights herein granted and the obligations herein assumed. Any oral representations concerning or modifications of this Instrument or the Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed on the date set forth below.

Dated: May 12, 2014

GRANTOR:

LUKE A. WILBORN and SHAWNEE M. WILBORN

By: _____

Name: LUKE WILBORN

By: _____

Name: SHAWNEE WILBORN

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Diego

On 5/12/14 (Date) before me, Marlene M. Zeichick (Here Insert Name and Title of the Officer),

personally appeared Luke A. Wilborn and Shawnee M. Wilborn (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.

MARLENE M. ZEICHICK
Commission # 1979462
Notary Public - California
San Diego County
My Comm. Expires Jun 21, 2016

Signature: Marlene M. Zeichick (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: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Temporary Construction Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
Gary Gallegos (or designee) Kim Kawanda
Executive Director

Date: 6/16/2014

ATTACHMENT "1"

Legal Description of Property
[APN(s): 180-173-50]

[attached behind this page]

EXHIBIT A
LEGAL DESCRIPTION

The land referred to herein is situated in the State of CALIFORNIA, County of SAN DIEGO, and described as follows:

PARCEL A OF PARCEL MAP NO. 161, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 14, 1969 AS FILE NO. 209384 OF OFFICIAL RECORDS.

Assessor's Parcel Number: **180-173-50-00**

EXHIBIT "A"

Legal Description of Temporary Construction Easement Area
[APN(s): 180-173-50]

[attached behind this page]

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
APN 180-173-50

THAT PORTION OF PARCEL A OF PARCEL MAP NO. 161, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 14, 1969 AS FILE NO. 209384 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL A;

1. THENCE ALONG THE SOUTHEASTERLY LINE THEREOF SOUTH 69°14'40" WEST 10.09 FEET;
2. THENCE LEAVING SAID SOUTHEASTERLY LINE NORTH 13°07'02" WEST 16.04 FEET TO THE BEGINNING OF A TANGENT 1086.21-FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY;
3. THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°00'00" A DISTANCE OF 94.79 FEET TO THE BEGINNING OF A TANGENT 513.65-FOOT RADIUS COMPOUND CURVE;
4. THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°31'10" A DISTANCE OF 309.46 FEET TO THE WESTERLY LINE OF SAID PARCEL A;
5. THENCE ALONG SAID WESTERLY LINE NORTH 11°24'33" EAST 11.10 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL A AND THE BEGINNING OF A NON-TANGENT 523.65-FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 36°49'55" EAST;
6. THENCE ALONG SAID NORTHEASTERLY LINE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°03'03" A DISTANCE OF 320.34 FEET TO THE BEGINNING OF A TANGENT 1096.21-FOOT RADIUS COMPOUND CURVE;
7. THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°00'00" A DISTANCE OF 95.66 FEET;
8. THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE SOUTH 13°07'02" EAST 14.70 FEET TO THE **POINT OF BEGINNING.**

AREA = 4,255 SQUARE FEET, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6

THIS LEGAL DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.



11/22/13

MICKEY B. AGUIRRE RCE 27648

EXHIBIT "B"

Map of Temporary Construction Easement Area
[APN(s): 180-173-50]

[attached behind this page]

EXHIBIT "B"

NOTE: A PIPELINE EASEMENT REC. 10/24/25 IN BK. 1136, PG. 233 OF DEEDS, A PIPELINE EASEMENT REC. 8/16/27 IN BK. 1376, PG. 246 OF DEEDS, A PIPELINE EASEMENT REC. 2/21/29 IN BK. 1376, PG. 467 OF DEEDS, A PIPELINE EASEMENT REC. 6/08/27 IN BK. 1340, PG. 409 OF DEEDS, THE RIGHTS TO EXTEND DRAINAGE AND SLOPES BEYOND RIGHT-OF-WAY INCLUDED IN STREET EASEMENTS REC. 11/18/69 AS INST. NO. 21222 O.R. AND REC. 6/22/72 AS INST. NO. 160069 O.R., ARE ALL NON-PLOTTABLE.

REGISTERED PROFESSIONAL ENGINEER
MICKEY B. AGUIRRE
No. 27648
CIVIL
STATE OF CALIFORNIA

N 11°24'33" E 11.10'

N 36°49'55" E(R)

PAR. D

PAR. C

PM 14627

PAR. B

PAR. A

NCTD R/W

C3

C2

50'

SEE SHEET 2 FOR TABULATED LINE AND CURVE DATA

PM 161
PAR. A
APN 180-173-30

SEWER EASEMENT REC. 5/17/77 AS INST. NO. 77-188740 O.R.

SEE SHEET 2

PHILLIPS ST.

PAR. A

PAR. B PM 1868 PAR. C

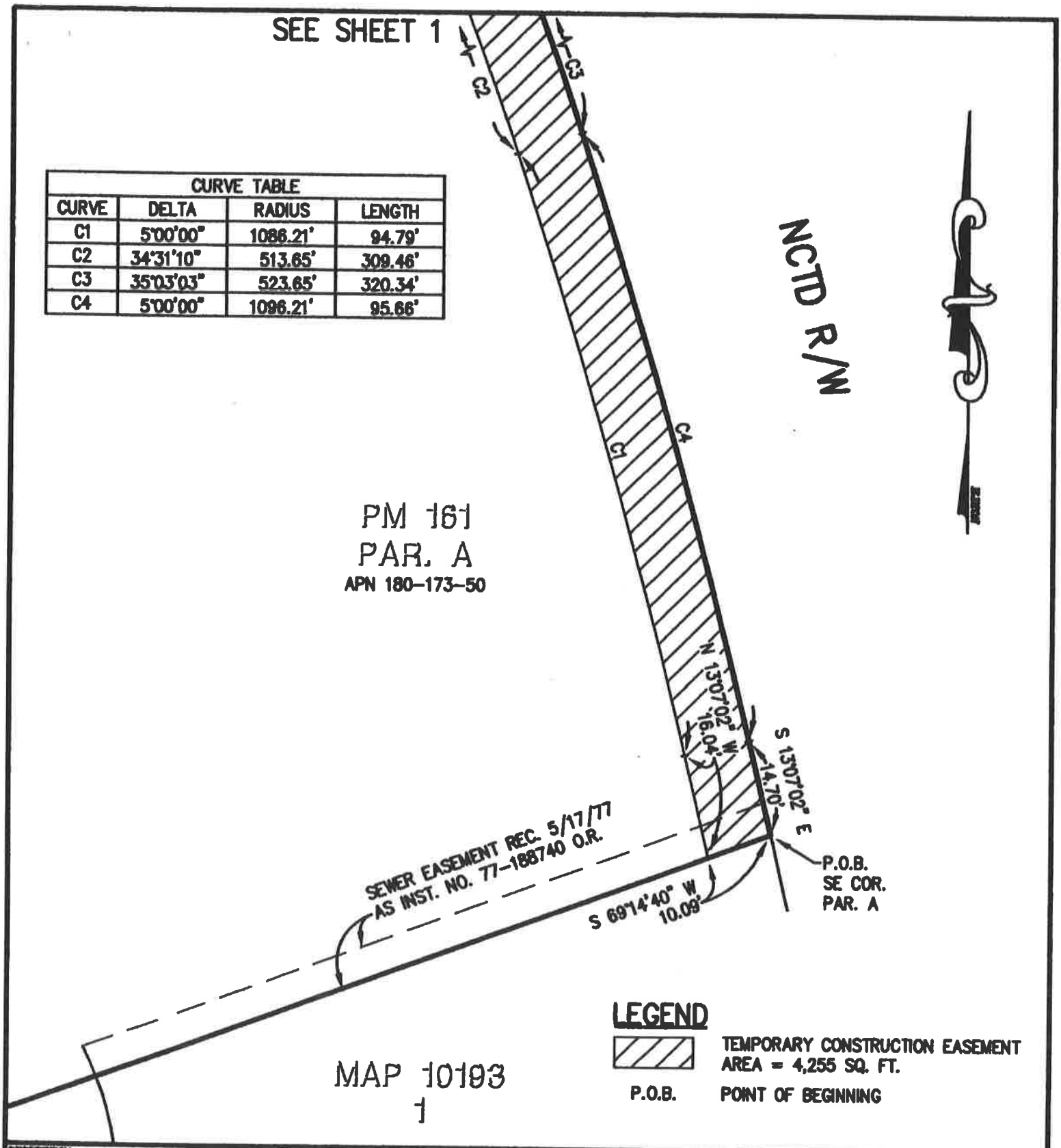
MAP 10193
1

LEGEND

TEMPORARY CONSTRUCTION EASEMENT
AREA = 4,255 SQ. FT.

P.O.B. POINT OF BEGINNING

DESCRIPTION: A PORTION OF PAR. A, PM 161	INLAND RAIL TRAIL	SHEET 1 OF 2
OWNER: LUKE A. WILBORN AND SHAWNEE M. WILBORN	AGUIRRE & ASSOCIATES 8285 COMMERCIAL ST., SUITE 1, LA MESA, CA 91942 PH: (619)464-8878 FAX: (619)464-7203	SCALE: 1" = 60'
ADDRESS: 125 KILBY LANE	SURVEYING · MAPPING · RIGHT-OF-WAY ENGINEERING	DRAWN: KA CHECKED: MA DATE PREPARED: 11-21-2013



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	5°00'00"	1086.21'	94.79'
C2	34°31'10"	513.65'	309.46'
C3	35°03'03"	523.65'	320.34'
C4	5°00'00"	1096.21'	95.66'

DESCRIPTION:
A PORTION OF PAR. A, PM 161

OWNER:
LUKE A. WILBORN AND SHAWNEE M. WILBORN

ADDRESS:
125 KILBY LANE

INLAND RAIL TRAIL

AGUIRRE & ASSOCIATES
8265 COMMERCIAL ST., SUITE 1, LA MESA, CA 91942
PH: (619)464-6978 FAX: (619)464-7203
SURVEYING · MAPPING · RIGHT-OF-WAY ENGINEERING

SHEET 2 OF 2
SCALE: 1" = 20'
DRAFTED: KA
CHECKED: MA
DATE PREPARED: 11-21-2013

EXHIBIT 6

RECORDING REQUESTED BY:
_____ Title Insurance Company

_____
_____, CA _____
Escrow and Order No. _____

THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON SEP 26, 2014
DOCUMENT NUMBER 2014-0418324
Ernest J. Dronenburg, Jr., COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE
TIME: 10:02 AM

WHEN RECORDED MAIL TO:
San Diego Association of Governments
Attn: Emilio Rodriguez, Senior Engineer
401 B Street, Suite 800
San Diego, California 92101

Portions APN: 180-141-68

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

This Grant of Temporary Construction Easement (hereinafter referred to as this "**Instrument**") is made and entered into by the undersigned Andrew P. Perkins and Whitney Perkins (hereinafter referred to as "**Grantors**"), with reference and respect to that certain Temporary Construction Easement Agreement **[or** Agreement of Purchase and Sale and Joint Escrow Instructions] as further described and referenced in the second to last paragraph of this Instrument (hereinafter referred to as the "**Agreement**"). Grantor represents and warrants that it is the owner in fee simple of certain real property located in the City of Vista, County of San Diego, State of California, more fully described in ATTACHMENT "1" attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** (hereinafter referred to as "**Grantee**"), and its successors and assigns, a temporary and exclusive construction easement and right of way ("Temporary Construction Easement"), over, above, on, under, in, across, along and through that certain portion of the Property more fully described and depicted or illustrated in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Temporary Construction Easement Area**"), for the purpose of all necessary and convenient activities associated with the Inland Rail Trails Project (hereinafter referred to as the "**Project**"), as further described in the Agreement, including, without limitation, construction and/or operation of the Project.

The Temporary Construction Easement shall, unless extended, expire on the date ("**Expiration Date**") that is twelve (12) months from and after the anticipated commencement of construction within the Temporary Construction Easement Area as established in a notice given to Grantor by or on behalf of Grantee pursuant to the Agreement. The Grantee shall have an option to extend the Temporary Construction Easement on a month-to-month basis (and/or as otherwise provided in the Agreement) until construction of the Project is completed. Upon occurrence of the completion of the Project, the then-owners of record of the Property shall have the right to request and, thereafter, receive from Grantee a duly executed and acknowledged instrument in writing whereby Grantee quitclaims or otherwise releases its interest in the Temporary Construction Easement, but not the other terms and provisions of this Instrument, to

the said then-owner of record of the Property, and may cause same to be recorded in Official Records of San Diego County, California.

Grantor covenants, by and for itself, its heirs, successors and assigns, including, without limitation, any voluntary and involuntary successor(s)-in-interest to the Property or any part thereof, that Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee's sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the Temporary Construction Easement Area or which may interfere with the use of the Temporary Construction Easement Area; and Grantor shall not permit the erection, placement, or maintenance of any improvement, or undertaking of any other activity, which may interfere with the use of the Temporary Construction Easement Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the Temporary Construction Easement Area.

The Temporary Construction Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontrators and workmen to (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement, (ii) use, control and occupy the Temporary Construction Easement Area, (iiii) use and temporarily place and operate tools, equipment, machinery, and materials on the Temporary Construction Easement Area, and (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora, including, without limitation, the roots thereof, located within the Temporary Construction Easement Area.

As the Temporary Construction Easement is exclusive, Grantor acknowledges and agrees that, until after the Expiration Date, Grantee has no or retains no right to use the surface or any other part of the Temporary Construction Easement Area for any purpose. Further, prior to the expiration or termination of the Temporary Construction Easement, Grantor shall not grant or dedicate any easement, right or other interest in, to, on, under or over the Temporary Construction Easement Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee's sole and unfettered discretion.

This Instrument, including, without limitation, the grant and other terms and provisions set forth or incorporated by reference herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and under this Instrument and may do so without obtaining the consent of or providing notice to Grantee.

At the expiration of the Temporary Construction Easement, Grantee shall not and shall not be required to restore the Temporary Construction Easement Area to the condition, or as near as practicable to the condition, that existed immediately prior to Grantee's operations; instead Grantee shall put the Temporary Construction Easement Area in a neat and clean condition with the soil compacted to a reasonable degree; provided, however, that Grantee's obligations in this regard shall not apply with respect to reasonable wear and tear or any changed condition or circumstance not resulting from Grantee's operations, including, without limitation, Grantee's negligence or greater fault. Similarly, Grantee shall not be required to restore (to their pre-existing condition) any vegetation, landscaping or improvements for which the Grantor has (and Grantor hereby acknowledges and agrees that Grantor has) been paid. Additionally, it is

understood that, upon said expiration or termination of the Temporary Construction Easement, Grantee shall have no other or further obligation, liability or duty in connection with the Property.

The covenants contained in this Instrument shall run with the land.

This Instrument arises from the Agreement as entered into by Grantor and Grantee on or about _____ __, 201_. The terms and provisions of the Agreement are incorporated into this Instrument by this reference as if set forth in this Instrument in full. Appropriately interested parties may inspect a copy of the Agreement at the offices of Grantee.

This Instrument together with the Agreement contains the entire agreement of the parties relating to the subject matter hereof, including, without limitation, the rights herein granted and the obligations herein assumed. Any oral representations concerning or modifications of this Instrument or the Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed on the date set forth below.

Dated: 01/16/14

GRANTOR:

Andrew P. Perkins and Whitney Perkins

By: _____

Name: Andrew P. Perkins

By: _____

Name: Whitney Perkins

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On 1-16, 2014 before me, Gary N Wayman, notary public, personally appeared Andrew P. Perkins,
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.

GARY NICHOLAS WAYMAN
Commission # 1974304
Notary Public - California
San Diego County
My Comm. Expires Apr 6, 2016

Signature of Notary Public

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On 1-16, 2014 before me, Gary N Wayman, notary public, personally appeared Whitney Perkins, 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 of Notary Public

GARY NICHOLAS WAYMAN
Commission # 1974304
Notary Public - California
San Diego County
My Comm. Expires Apr 6, 2016

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Slope and Drainage Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: KTK for Kurt Kroninger
Gary Gallegos (or designee)
Executive Director

Date: 3/12/14

ATTACHMENT "1"

Legal Description of Property
[APN(s): 180-141-68]

[attached behind this page]

EXHIBIT A
LEGAL DESCRIPTION

The land referred to herein is situated in the State of CALIFORNIA, County of SAN DIEGO, and described as follows:

PARCEL 1:

PARCEL A OF PARCEL MAP NO. 15273, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 21, 1988 AS FILE NO. 88-296447 OF OFFICIAL RECORDS.

PARCEL 2:

AN EASEMENT AND RIGHT OF WAY FOR PRIVATE ROAD, UTILITIES AND DRAINAGE PURPOSES OVER, UNDER, ALONG AND ACROSS THOSE PORTIONS OF PARCEL MAP NO. 15273, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN "HE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON JUNE 21, 1988 AS FILE NO. 88-296447 OF OFFICIAL RECORDS, LYING WITHIN THE AREA DELINEATED AND DESIGNATED THEREON AS "PROPOSED PRIVATE ROAD, UTILITY AND DRAINAGE EASEMENT".

EXCEPTING THAT PORTION LYING WITHIN SAID PARCEL 1 ABOVE.

Assessor's Parcel Number: **180-141-68-00**

EXHIBIT "A"

Legal Description of Temporary Construction Easement Area
[APN(s): 180-141-68]

[attached behind this page]

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
APN 180-141-68

THAT PORTION OF PARCEL A OF PARCEL MAP NO. 15273, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 21, 1988 AS FILE NO. 88-296447 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHEASTERLY 10.00 FEET OF SAID PARCEL A MEASURED PERPENDICULAR TO THE NORTHEASTERLY LINE THEREOF.

THE SIDELINES OF SAID 10.00-FOOT STRIP OF LAND TERMINATE SOUTHEASTERLY IN THE SOUTHEASTERLY LINE OF SAID PARCEL A, AND TERMINATE NORTHWESTERLY IN THE NORTHWESTERLY LINE OF SAID PARCEL A.

AREA = 788 SQUARE FEET, MORE OR LESS.

THIS LEGAL DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.



11/22/13
MICKEY B. AGUIRRE RCE 27648

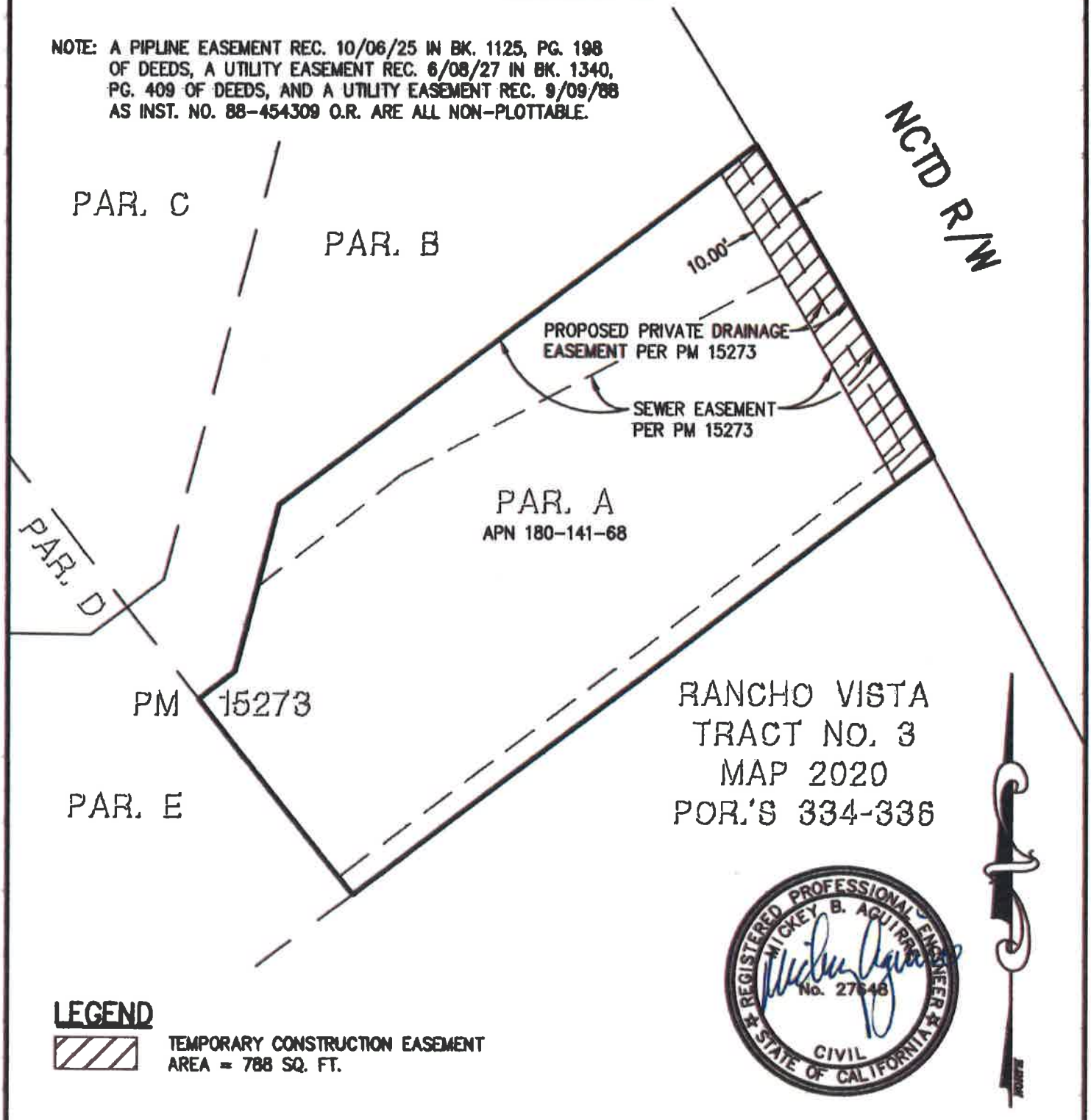
EXHIBIT "B"

Map of Temporary Construction Easement Area
[APN(s): 180-141-68]

[attached behind this page]

EXHIBIT "B"

NOTE: A PIPLINE EASEMENT REC. 10/06/25 IN BK. 1125, PG. 198 OF DEEDS, A UTILITY EASEMENT REC. 6/08/27 IN BK. 1340, PG. 409 OF DEEDS, AND A UTILITY EASEMENT REC. 9/09/88 AS INST. NO. 88-454309 O.R. ARE ALL NON-PLOTTABLE.



REGISTERED PROFESSIONAL ENGINEER
MICKEY B. AGUIRRE
No. 27648
CIVIL
STATE OF CALIFORNIA

LEGEND

TEMPORARY CONSTRUCTION EASEMENT
AREA = 788 SQ. FT.

DESCRIPTION: A PORTION OF PARCEL A, PM 15273	**INLAND RAIL TRAIL**	SHEET 1 OF 1
OWNER: ANDREW P. PERKINS AND WHITNEY PERKINS	AGUIRRE & ASSOCIATES 8265 COMMERCIAL ST., SUITE 1, LA MESA, CA 91942 PH: (619)464-6978 FAX: (619)464-7203	SCALE: 1" = 30'
ADDRESS: 1264 JESSIE LANE	SURVEYING · MAPPING · RIGHT-OF-WAY ENGINEERING	DRAFTED: KA
		CHECKED: MA
		DATE PREPARED: 11-13-2013

EXHIBIT 7

5003194

RECORDING REQUESTED BY:
_____ Title Insurance Company

_____

_____, CA _____
Escrow and Order No. _____

WHEN RECORDED MAIL TO:
San Diego Association of Governments
Attn: Emilio Rodriguez, Senior Engineer
401 B Street, Suite 800
San Diego, California 92101

Portions APN(s.): 180-141-69

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

This Grant of Temporary Construction Easement (hereinafter referred to as this "**Instrument**") is made and entered into by the undersigned MOOREHOWARD INVESTMENTS LLC (hereinafter referred to as "**Grantor**"), with reference and respect to that certain Temporary Construction Easement Agreement [**or** Agreement of Purchase and Sale and Joint Escrow Instructions] as further described and referenced in the second to last paragraph of this Instrument (hereinafter referred to as the "**Agreement**"). Grantor represents and warrants that it is the owner in fee simple of certain real property located in the [City of Vista,] County of San Diego, State of California, more fully described in ATTACHMENT "1" attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** (hereinafter referred to as "**Grantee**"), and its successors and assigns, a temporary and exclusive construction easement and right of way ("Temporary Construction Easement"), over, above, on, under, in, across, along and through that certain portion of the Property more fully described and depicted or illustrated in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Temporary Construction Easement Area**"), for the purpose of all necessary and convenient activities associated with the Inland Rail Trails Project (hereinafter referred to as the "**Project**"), as further described in the Agreement, including, without limitation, construction and/or operation of the Project.

The Temporary Construction Easement shall, unless extended, expire on the date ("**Expiration Date**") that is twelve (12) months from and after the anticipated commencement of construction within the Temporary Construction Easement Area as established in a notice given to Grantor by or on behalf of Grantee pursuant to the Agreement. The Grantee shall have an option to extend the Temporary Construction Easement on a month-to-month basis (and/or as otherwise provided in the Agreement) until construction of the Project is completed. Upon occurrence of the completion of the Project, the then-owners of record of the Property shall have the right to request and, thereafter, receive from Grantee a duly executed and acknowledged instrument in writing whereby Grantee quitclaims or otherwise releases its interest in the Temporary Construction Easement, but not the other terms and provisions of this Instrument, to

the said then-owner of record of the Property, and may cause same to be recorded in Official Records of San Diego County, California.

Grantor covenants, by and for itself, its heirs, successors and assigns, including, without limitation, any voluntary and involuntary successor(s)-in-interest to the Property or any part thereof, that Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee's sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the Temporary Construction Easement Area or which may interfere with the use of the Temporary Construction Easement Area; and Grantor shall not permit the erection, placement, or maintenance of any improvement, or undertaking of any other activity, which may interfere with the use of the Temporary Construction Easement Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the Temporary Construction Easement Area.

The Temporary Construction Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontrators and workmen to (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement, (ii) use, control and occupy the Temporary Construction Easement Area, (iiii) use and temporarily place and operate tools, equipment, machinery, and materials on the Temporary Construction Easement Area, and (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora, including, without limitation, the roots thereof, located within the Temporary Construction Easement Area.

As the Temporary Construction Easement is exclusive, Grantor acknowledges and agrees that, until after the Expiration Date, Grantor has no or retains no right to use the surface or any other part of the Temporary Construction Easement Area for any purpose. Further, prior to the expiration or termination of the Temporary Construction Easement, Grantor shall not grant or dedicate any easement, right or other interest in, to, on, under or over the Temporary Construction Easement Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee's sole and unfettered discretion.

This Instrument, including, without limitation, the grant and other terms and provisions set forth or incorporated by reference herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and under this Instrument and may do so without obtaining the consent of or providing notice to Grantee.

At the expiration of the Temporary Construction Easement, Grantee shall not and shall not be required to restore the Temporary Construction Easement Area to the condition, or as near as practicable to the condition, that existed immediately prior to Grantee's operations; instead Grantee shall put the Temporary Construction Easement Area in a neat and clean condition with the soil compacted to a reasonable degree; provided, however, that Grantee's obligations in this regard shall not apply with respect to reasonable wear and tear or any changed condition or circumstance not resulting from Grantee's operations, including, without limitation, Grantee's negligence or greater fault. Similarly, Grantee shall not be required to restore (to their pre-existing condition) any vegetation, landscaping or improvements for which the Grantor has (and Grantor hereby acknowledges and agrees that Grantor has) been paid. Additionally, it is

understood that, upon said expiration or termination of the Temporary Construction Easement, Grantee shall have no other or further obligation, liability or duty in connection with the Property.

The covenants contained in this Instrument shall run with the land.

This Instrument arises from the Agreement as entered into by Grantor and Grantee on or about August 15, 2014. The terms and provisions of the Agreement are incorporated into this Instrument by this reference as if set forth in this Instrument in full. Appropriately interested parties may inspect a copy of the Agreement at the offices of Grantee.

This Instrument together with the Agreement contains the entire agreement of the parties relating to the subject matter hereof, including, without limitation, the rights herein granted and the obligations herein assumed. Any oral representations concerning or modifications of this Instrument or the Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed on the date set forth below.

Dated: 8/15/14

GRANTOR:

MOOREHOWARD INVESTMENTS LLC

By: _____

Name: Beck Moore

Title: President

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On August 15, 2014 before me, Christine Shockley, notary public, personally appeared Richard Moore,
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.

Christine Shockley
Signature of Notary Public

CHRISTINE SHOCKLEY
Commission # 2057580
Notary Public - California
San Diego County
My Comm. Expires Mar 11, 2018

5003194

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Temporary Construction Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
Gary Gallegos (or designee)
Executive Director

Date: 10-1-2014

ATTACHMENT "1"

Legal Description of Property
[APN(s): 180-141-69]

[attached behind this page]

EXHIBIT A
LEGAL DESCRIPTION

The land referred to herein is situated in the State of CALIFORNIA, County of SAN DIEGO, and described as follows:

PARCEL 1:

PARCEL B OF PARCEL MAP NO. 15273, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 21, 1988.

PARCEL 2:

AN EASEMENT AND RIGHT OF WAY FOR PRIVATE ROAD, UTILITIES AND DRAINAGE PURPOSES OVER, UNDER, ALONG AND ACROSS THOSE PORTIONS OF PARCEL MAP NO. 15273, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 21, 1988, DELINEATED AND DESIGNATED AS "PROPOSED PRIVATE ROAD, UTILITY AND DRAINAGE EASEMENT" ON SAID PARCEL MAP.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL 1 HEREINABOVE DESCRIBED.

Assessor's Parcel Number: **180-141-69-00**

EXHIBIT "A"

Legal Description of Temporary Construction Easement Area
[APN(s): 180-141-69]

[attached behind this page]

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
APN 180-141-69

THAT PORTION OF PARCEL B OF PARCEL MAP NO. 15273, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 21, 1988, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHEASTERLY 10.00 FEET OF SAID PARCEL B MEASURED PERPENDICULAR TO THE NORTHEASTERLY LINE THEREOF.

THE SIDELINES OF SAID 10.00-FOOT STRIP OF LAND TERMINATE SOUTHEASTERLY IN THE SOUTHEASTERLY LINE OF SAID PARCEL B, AND TERMINATE NORTHWESTERLY IN THE NORTHWESTERLY LINE OF SAID PARCEL B.

AREA = 1,212 SQUARE FEET, MORE OR LESS.

THIS LEGAL DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.



11/21/13
MICKEY B. AGUIRRE RCE 27648

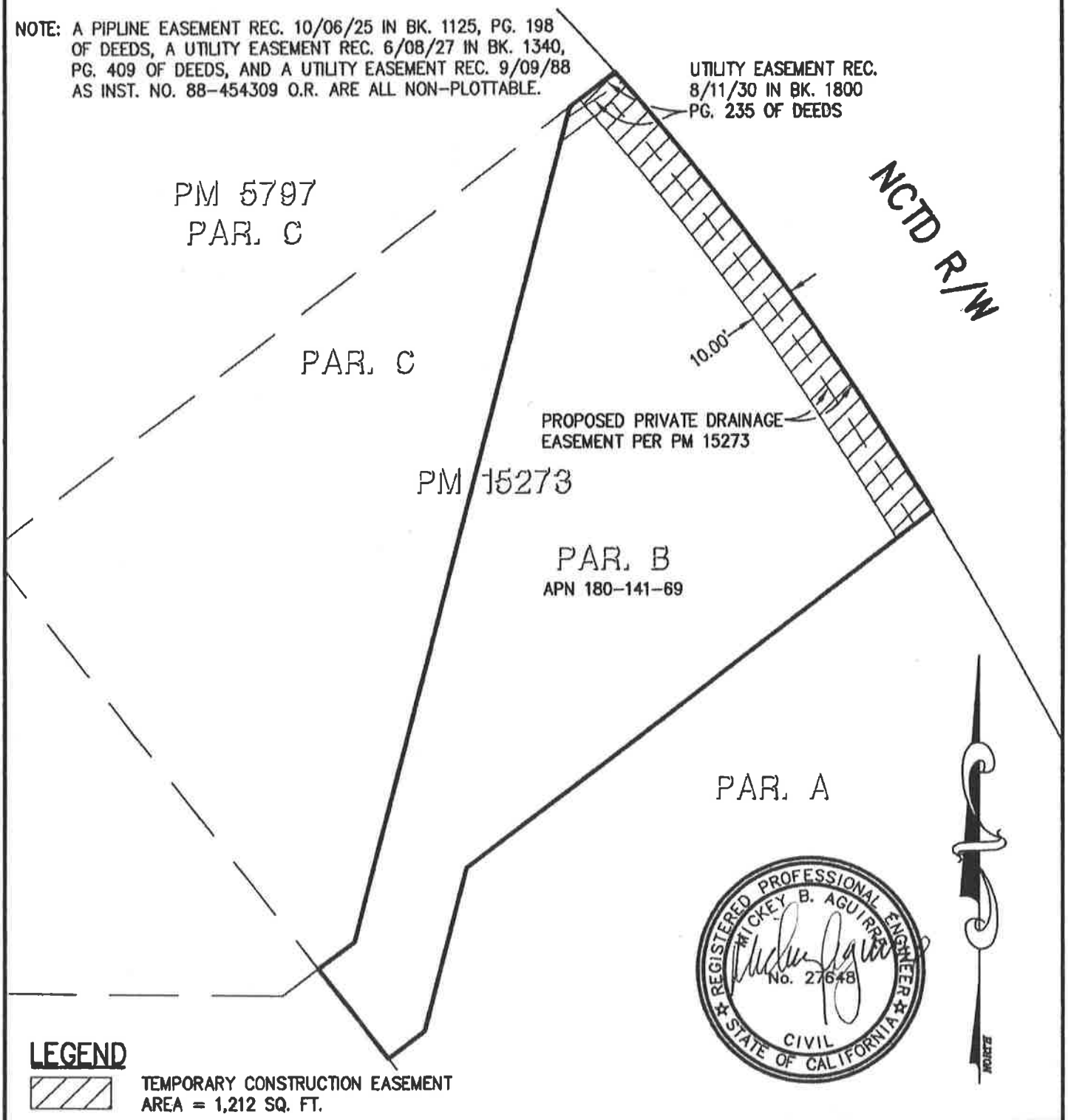
EXHIBIT "B"

Map of Temporary Construction Easement Area
[APN(s): 180-141-69]

[attached behind this page]

EXHIBIT "B"

NOTE: A PIPLINE EASEMENT REC. 10/06/25 IN BK. 1125, PG. 198 OF DEEDS, A UTILITY EASEMENT REC. 6/08/27 IN BK. 1340, PG. 409 OF DEEDS, AND A UTILITY EASEMENT REC. 9/09/88 AS INST. NO. 88-454309 O.R. ARE ALL NON-PLOTTABLE.



LEGEND

TEMPORARY CONSTRUCTION EASEMENT
AREA = 1,212 SQ. FT.

DESCRIPTION: A PORTION OF PARCEL B, PM 15273	**INLAND RAIL TRAIL**	SHEET 1 OF 1
OWNER: MOOREHOWARD INVESTMENTS, LLC	**AGUIRRE & ASSOCIATES** 8265 COMMERCIAL ST., SUITE 1, LA MESA, CA 91942 PH: (619)464-6978 FAX: (619)464-7203	SCALE: 1" = 30'
ADDRESS: 1258 JESSIE LANE	SURVEYING · MAPPING · RIGHT-OF-WAY ENGINEERING	DRAFTED: KA CHECKED: MA DATE PREPARED: 11-13-2013

EXHIBIT 8

RECORDING REQUESTED BY:
Chicago Title Insurance Company
1406 S. Santa Fe Avenue
Vista, CA 92084
Escrow and Order No. _____

THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON SEP 26, 2014
DOCUMENT NUMBER 2014-0418323
Ernest J. Dronenburg, Jr., COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE
TIME: 10:02 AM

WHEN RECORDED MAIL TO:
San Diego Association of Governments
Attn: Emilio Rodriguez, Senior Engineer
401 B Street, Suite 800
San Diego, California 92101

Portions APN(s.): 180-141-31

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

This Grant of Temporary Construction Easement (hereinafter referred to as this "**Instrument**") is made and entered into by the undersigned COREY LEE FALLAS, A Widow (hereinafter referred to as "**Grantor**"), with reference and respect to that certain Temporary Construction Easement Agreement **[or** Agreement of Purchase and Sale and Joint Escrow Instructions] as further described and referenced in the second to last paragraph of this Instrument (hereinafter referred to as the "**Agreement**"). Grantor represents and warrants that it is the owner in fee simple of certain real property located in the [City of Vista,] County of San Diego, State of California, more fully described in ATTACHMENT "1" attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** (hereinafter referred to as "**Grantee**"), and its successors and assigns, a temporary and exclusive construction easement and right of way ("Temporary Construction Easement"), over, above, on, under, in, across, along and through that certain portion of the Property more fully described and depicted or illustrated in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Temporary Construction Easement Area**"), for the purpose of all necessary and convenient activities associated with the Inland Rail Trails Project (hereinafter referred to as the "**Project**"), as further described in the Agreement, including, without limitation, construction and/or operation of the Project.

The Temporary Construction Easement shall, unless extended, expire on the date ("**Expiration Date**") that is twelve (12) months from and after the anticipated commencement of construction within the Temporary Construction Easement Area as established in a notice given to Grantor by or on behalf of Grantee pursuant to the Agreement. The Grantee shall have an option to extend the Temporary Construction Easement on a month-to-month basis (and/or as otherwise provided in the Agreement) until construction of the Project is completed. Upon occurrence of the completion of the Project, the then-owners of record of the Property shall have the right to request and, thereafter, receive from Grantee a duly executed and acknowledged instrument in writing whereby Grantee quitclaims or otherwise releases its interest in the Temporary Construction Easement, but not the other terms and provisions of this Instrument, to

the said then-owner of record of the Property, and may cause same to be recorded in Official Records of San Diego County, California.

Grantor covenants, by and for itself, its heirs, successors and assigns, including, without limitation, any voluntary and involuntary successor(s)-in-interest to the Property or any part thereof, that Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee's sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the Temporary Construction Easement Area or which may interfere with the use of the Temporary Construction Easement Area; and Grantor shall not permit the erection, placement, or maintenance of any improvement, or undertaking of any other activity, which may interfere with the use of the Temporary Construction Easement Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the Temporary Construction Easement Area.

The Temporary Construction Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontrators and workmen to (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement, (ii) use, control and occupy the Temporary Construction Easement Area, (iiii) use and temporarily place and operate tools, equipment, machinery, and materials on the Temporary Construction Easement Area, and (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora, including, without limitation, the roots thereof, located within the Temporary Construction Easement Area.

As the Temporary Construction Easement is exclusive, Grantor acknowledges and agrees that, until after the Expiration Date, Grantor has no or retains no right to use the surface or any other part of the Temporary Construction Easement Area for any purpose. Further, prior to the expiration or termination of the Temporary Construction Easement, Grantor shall not grant or dedicate any easement, right or other interest in, to, on, under or over the Temporary Construction Easement Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee's sole and unfettered discretion.

This Instrument, including, without limitation, the grant and other terms and provisions set forth or incorporated by reference herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and under this Instrument and may do so without obtaining the consent of or providing notice to Grantee.

At the expiration of the Temporary Construction Easement, Grantee shall not and shall not be required to restore the Temporary Construction Easement Area to the condition, or as near as practicable to the condition, that existed immediately prior to Grantee's operations; instead Grantee shall put the Temporary Construction Easement Area in a neat and clean condition with the soil compacted to a reasonable degree; provided, however, that Grantee's obligations in this regard shall not apply with respect to reasonable wear and tear or any changed condition or circumstance not resulting from Grantee's operations, including, without limitation, Grantee's negligence or greater fault. Similarly, Grantee shall not be required to restore (to their pre-existing condition) any vegetation, landscaping or improvements for which the Grantor has (and Grantor hereby acknowledges and agrees that Grantor has) been paid. Additionally, it is

understood that, upon said expiration or termination of the Temporary Construction Easement, Grantee shall have no other or further obligation, liability or duty in connection with the Property.

The covenants contained in this Instrument shall run with the land.

This Instrument arises from the Agreement as entered into by Grantor and Grantee on or about March __, 2014. The terms and provisions of the Agreement are incorporated into this Instrument by this reference as if set forth in this Instrument in full. Appropriately interested parties may inspect a copy of the Agreement at the offices of Grantee.

This Instrument together with the Agreement contains the entire agreement of the parties relating to the subject matter hereof, including, without limitation, the rights herein granted and the obligations herein assumed. Any oral representations concerning or modifications of this Instrument or the Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed on the date set forth below.

Dated: 3-26-14

GRANTOR:

COREY LEE FALLAS, A Widow

By: Corey Lee Fallas

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On March 26, 2014, before me, MARLENE M. ZEICHICK , notary public, personally appeared COREY LEE FALAS, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

MARLENE M. ZEICHICK
Commission # 1979462
Notary Public - California
San Diego County
My Comm. Expires Jun 21, 2016

Signature of Notary Public

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Temporary Construction Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
Gary Gallegos (or designee) Kim Kawada
Executive Director

Date: 4-25-2014

ATTACHMENT "1"

Legal Description of Property
[APN(s): 180-141-31]

[attached behind this page]

EXHIBIT A
LEGAL DESCRIPTION

The land referred to herein is situated in the State of CALIFORNIA, County of SAN DIEGO, and described as follows:

PARCEL 1:

PARCEL "D", IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS SHOWN AT PAGE 5797 OF PARCEL MAPS, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 13, 1977.

PARCEL 2:

AN EASEMENT FOR ROAD PURPOSES OVER AND ACROSS THOSE PORTIONS OF PARCELS A, E AND C, AS SHOWN AND DELINEATED AT PAGE 5797 OF PARCEL MAPS, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 13, 1977 AS "PROPOSED PRIVATE ROAD EASEMENT".

Assessor's Parcel Number: **180-141-31-00**

EXHIBIT "A"

Legal Description of Temporary Construction Easement Area
[APN(s): 180-141-31]

[attached behind this page]

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
APN 180-141-31

THAT PORTION OF PARCEL D, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS SHOWN AT PAGE 5797 OF PARCEL MAPS, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 13, 1977, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHEASTERLY 10.00 FEET OF SAID PARCEL D MEASURED PERPENDICULAR TO THE NORTHEASTERLY LINE THEREOF.

THE SIDELINES OF SAID 10.00-FOOT STRIP OF LAND TERMINATE SOUTHEASTERLY IN THE SOUTHEASTERLY LINE OF SAID PARCEL D, AND TERMINATE NORTHWESTERLY IN THE NORTHWESTERLY LINE OF SAID PARCEL D.

AREA = 858 SQUARE FEET, MORE OR LESS.

THIS LEGAL DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.



11/22/13

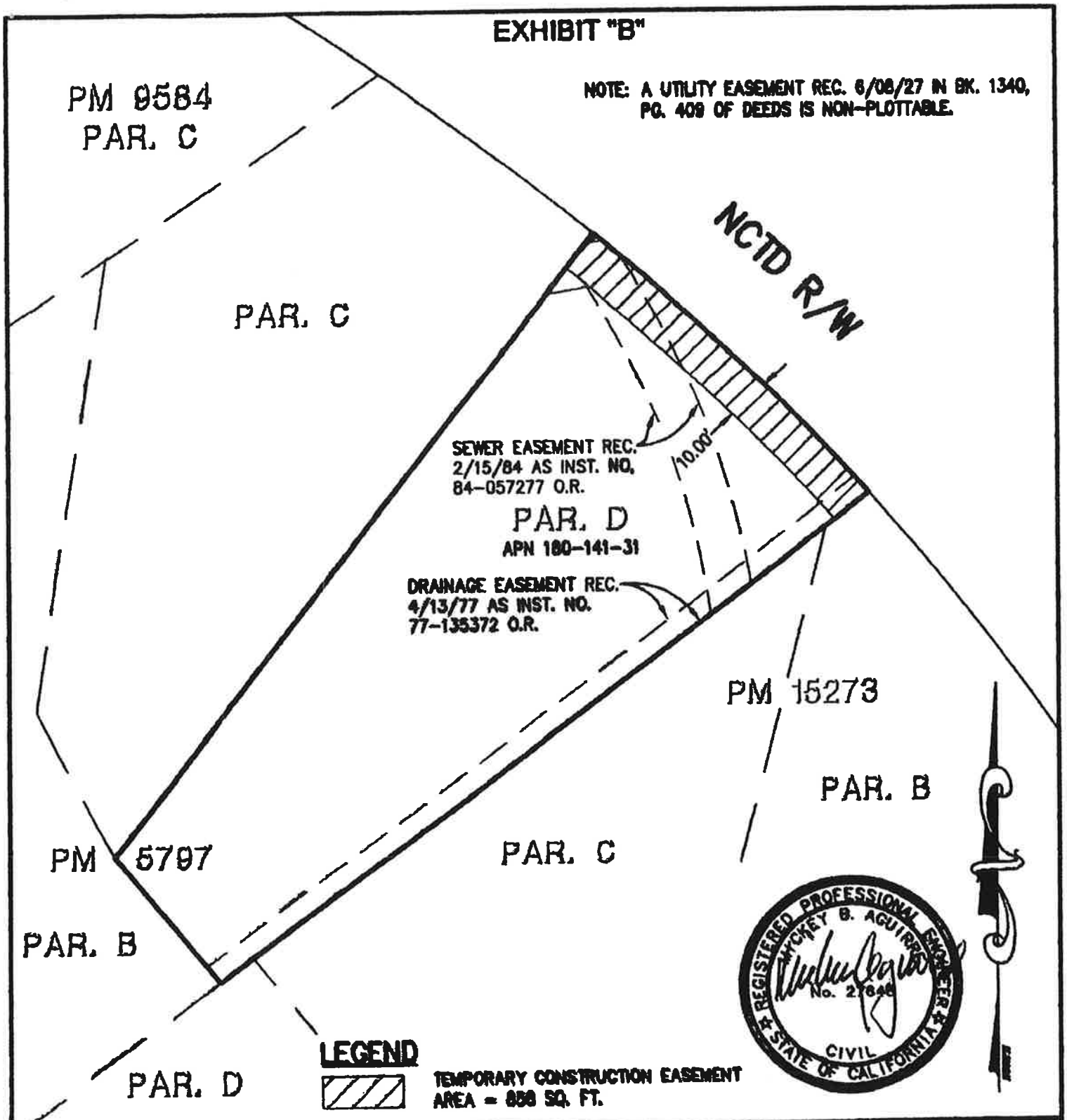
MICKEY B. AGUIRRE RCE 27648

EXHIBIT "B"

Map of Temporary Construction Easement Area
[APN(s): 180-141-31]

[attached behind this page]

EXHIBIT "B"



DESCRIPTION: A PORTION OF PARCEL D, PM 5797	**INLAND RAIL TRAIL**	SHEET 1 OF 1
OWNER: COREY LEE FALLAS	AGUIRRE & ASSOCIATES 8283 COMMERCIAL ST., SUITE 1, LA MESA, CA 91942 PH: (619)464-8878 FAX: (619)464-7203	SCALE: 1" = 30'
ADDRESS: 1168 PHILLIPS STREET	SURVEYING · MAPPING · RIGHT-OF-WAY ENGINEERING	DRAFTED: KA CHECKED: MA DATE PREPARED: 11-13-2013

EXHIBIT 9

5003190

RECORDING REQUESTED BY:
Chicago Title Insurance Company
1406 S. Santa Fe Avenue
Vista, CA 92084
Escrow and Order No. _____

WHEN RECORDED MAIL TO:
San Diego Association of Governments
Attn: Emilio Rodriguez, Senior Engineer
401 B Street, Suite 800
San Diego, California 92101

Portions APN(s.): 180-141-30

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

This Grant of Temporary Construction Easement (hereinafter referred to as this "**Instrument**") is made and entered into by the undersigned JEFFREY D. HAWKINS and ROBIN M. HAWKINS (hereinafter referred to as "**Grantor**"), with reference and respect to that certain Temporary Construction Easement Agreement [**or** Agreement of Purchase and Sale and Joint Escrow Instructions] as further described and referenced in the second to last paragraph of this Instrument (hereinafter referred to as the "**Agreement**"). Grantor represents and warrants that it is the owner in fee simple of certain real property located in the [City of Vista,] County of San Diego, State of California, more fully described in ATTACHMENT "1" attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** (hereinafter referred to as "**Grantee**"), and its successors and assigns, a temporary and exclusive construction easement and right of way ("Temporary Construction Easement"), over, above, on, under, in, across, along and through that certain portion of the Property more fully described and depicted or illustrated in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Temporary Construction Easement Area**"), for the purpose of all necessary and convenient activities associated with the Inland Rail Trails Project (hereinafter referred to as the "**Project**"), as further described in the Agreement, including, without limitation, construction and/or operation of the Project.

The Temporary Construction Easement shall, unless extended, expire on the date ("**Expiration Date**") that is twelve (12) months from and after the anticipated commencement of construction within the Temporary Construction Easement Area as established in a notice given to Grantor by or on behalf of Grantee pursuant to the Agreement. The Grantee shall have an option to extend the Temporary Construction Easement on a month-to-month basis (and/or as otherwise provided in the Agreement) until construction of the Project is completed. Upon occurrence of the completion of the Project, the then-owners of record of the Property shall have the right to request and, thereafter, receive from Grantee a duly executed and acknowledged instrument in writing whereby Grantee quitclaims or otherwise releases its interest in the Temporary Construction Easement, but not the other terms and provisions of this Instrument, to

the said then-owner of record of the Property, and may cause same to be recorded in Official Records of San Diego County, California.

Grantor covenants, by and for itself, its heirs, successors and assigns, including, without limitation, any voluntary and involuntary successor(s)-in-interest to the Property or any part thereof, that Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee's sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the Temporary Construction Easement Area or which may interfere with the use of the Temporary Construction Easement Area; and Grantor shall not permit the erection, placement, or maintenance of any improvement, or undertaking of any other activity, which may interfere with the use of the Temporary Construction Easement Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the Temporary Construction Easement Area.

The Temporary Construction Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontrators and workmen to (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement, (ii) use, control and occupy the Temporary Construction Easement Area, (iiii) use and temporarily place and operate tools, equipment, machinery, and materials on the Temporary Construction Easement Area, and (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora, including, without limitation, the roots thereof, located within the Temporary Construction Easement Area.

As the Temporary Construction Easement is exclusive, Grantor acknowledges and agrees that, until after the Expiration Date, Grantor has no or retains no right to use the surface or any other part of the Temporary Construction Easement Area for any purpose. Further, prior to the expiration or termination of the Temporary Construction Easement, Grantor shall not grant or dedicate any easement, right or other interest in, to, on, under or over the Temporary Construction Easement Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee's sole and unfettered discretion.

This Instrument, including, without limitation, the grant and other terms and provisions set forth or incorporated by reference herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and under this Instrument and may do so without obtaining the consent of or providing notice to Grantee.

At the expiration of the Temporary Construction Easement, Grantee shall not and shall not be required to restore the Temporary Construction Easement Area to the condition, or as near as practicable to the condition, that existed immediately prior to Grantee's operations; instead Grantee shall put the Temporary Construction Easement Area in a neat and clean condition with the soil compacted to a reasonable degree; provided, however, that Grantee's obligations in this regard shall not apply with respect to reasonable wear and tear or any changed condition or circumstance not resulting from Grantee's operations, including, without limitation, Grantee's negligence or greater fault. Similarly, Grantee shall not be required to restore (to their pre-existing condition) any vegetation, landscaping or improvements for which the Grantor has (and Grantor hereby acknowledges and agrees that Grantor has) been paid. Additionally, it is

Grantor hereby acknowledges and agrees that Grantor has) been paid. Additionally, it is understood that, upon said expiration or termination of the Temporary Construction Easement, Grantee shall have no other or further obligation, liability or duty in connection with the Property.

The covenants contained in this Instrument shall run with the land.

This Instrument arises from the Agreement as entered into by Grantor and Grantee on or about _____ __, 2014. The terms and provisions of the Agreement are incorporated into this Instrument by this reference as if set forth in this Instrument in full. Appropriately interested parties may inspect a copy of the Agreement at the offices of Grantee.

This Instrument together with the Agreement contains the entire agreement of the parties relating to the subject matter hereof, including, without limitation, the rights herein granted and the obligations herein assumed. Any oral representations concerning or modifications of this Instrument or the Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed on the date set forth below.

Dated: March 12, 2014

GRANTOR:

JEFFREY D. HAWKINS AND ROBIN M. HAWKINS

JEFFREY D. HAWKINS

ROBIN M. HAWKINS

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On March 12, 2014, before me, Marlene M. Zeichick , notary public, personally appeared JEFFREY D. HAWKINS AND ROBIN M. HAWKINS, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons 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.

MARLENE M. ZEICHICK
Commission # 1979462
Notary Public - California
San Diego County
My Comm. Expires Jun 21, 2016

Signature of Notary Public

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Temporary Construction Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
Gary Gallegos (or designee)
Executive Director

Date: 4-25-2014

ATTACHMENT "1"

Legal Description of Property
[APN(s): 180-141-30]

[attached behind this page]

EXHIBIT A
LEGAL DESCRIPTION

The land referred to herein is situated in the State of CALIFORNIA, County of SAN DIEGO, and described as follows:

PARCEL 1:

PARCEL C IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS SHOWN AT PAGE 5797 OF PARCEL MAPS, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 13, 1977.

PARCEL 2:

AN EASEMENT FOR ROAD PURPOSES OVER AND ACROSS THAT PORTION OF PARCELS A, B AND D AS SHOWN AND DELINEATED ON SAID PARCEL MAP 5797, AS "PROPOSED PRIVATE ROAD EASEMENT".

Assessor's Parcel Number: 180-141-30-00

EXHIBIT "A"

Legal Description of Temporary Construction Easement Area
[APN(s): 180-141-30]

[attached behind this page]

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
APN 180-141-30

THAT PORTION OF PARCEL C IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS SHOWN AT PAGE 5797 OF PARCEL MAPS, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 13, 1977, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHEASTERLY 10.00 FEET OF SAID PARCEL C MEASURED PERPENDICULAR TO THE NORTHEASTERLY LINE THEREOF.

THE SIDELINES OF SAID 10.00-FOOT STRIP OF LAND TERMINATE SOUTHEASTERLY IN THE SOUTHEASTERLY LINE OF SAID PARCEL C, AND TERMINATE NORTHWESTERLY IN THE NORTHWESTERLY LINE OF SAID PARCEL C.

AREA = 614 SQUARE FEET, MORE OR LESS.

THIS LEGAL DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.



11/21/13

MICKEY B. AGUIRRE RCE 27648

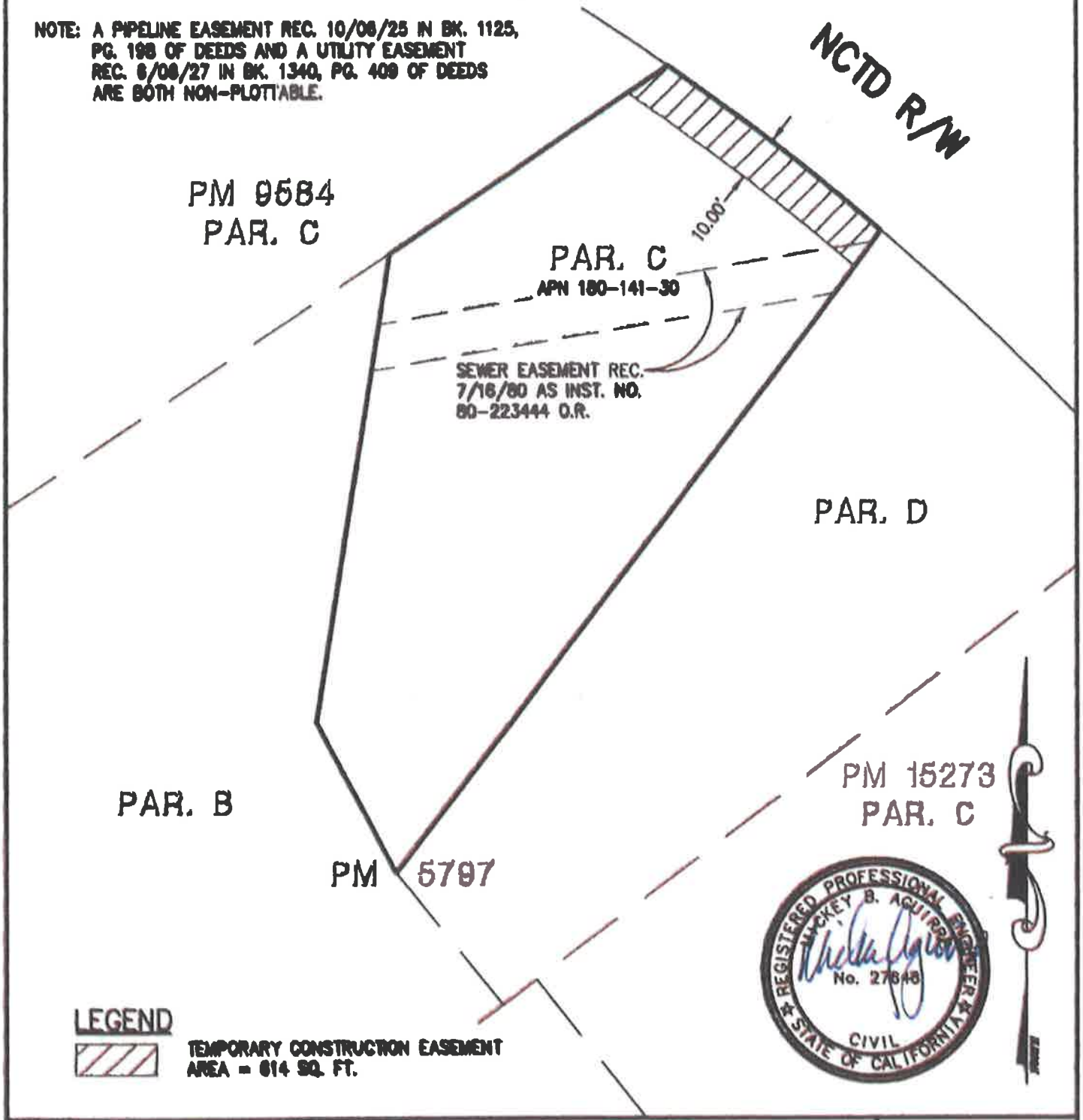
EXHIBIT "B"

Map of Temporary Construction Easement Area
[APN(s): 180-141-30]

[attached behind this page]

EXHIBIT "B"

NOTE: A PIPELINE EASEMENT REC. 10/08/25 IN BK. 1125, PG. 198 OF DEEDS AND A UTILITY EASEMENT REC. 8/08/27 IN BK. 1340, PG. 409 OF DEEDS ARE BOTH NON-PLOTTABLE.



DESCRIPTION: A PORTION OF PARCEL C, PM 5797	**INLAND RAIL TRAIL**	SHEET 1 OF 1
OWNER: JEFFREY D. HAWKINS AND ROBIN M. HAWKINS	AGUIRRE & ASSOCIATES 8555 COMMERCIAL ST., SUITE 1, LA MESA, CA 91942 PH: (619)464-8878 FAX: (619)464-7203	SCALE: 1" = 30'
ADDRESS: 1168 PHILLIPS STREET	SURVEYING · MAPPING · RIGHT-OF-WAY ENGINEERING	DRAFTED: KA
		CHECKED: MA
		DATE PREPARED: 11-13-2013

EXHIBIT 10

5003191

RECORDING REQUESTED BY:
_____ Title Insurance Company

_____

_____, CA _____
Escrow and Order No. _____

WHEN RECORDED MAIL TO:
San Diego Association of Governments
Attn: Emilio Rodriguez, Senior Engineer
401 B Street, Suite 800
San Diego, California 92101

Portions APN(s.): 180-141-46

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

This Grant of Temporary Construction Easement (hereinafter referred to as this "**Instrument**") is made and entered into by the undersigned DOLLYE K. LAUBER (hereinafter referred to as "**Grantor**"), with reference and respect to that certain Temporary Construction Easement Agreement [**or** Agreement of Purchase and Sale and Joint Escrow Instructions] as further described and referenced in the second to last paragraph of this Instrument (hereinafter referred to as the "**Agreement**"). Grantor represents and warrants that it is the owner in fee simple of certain real property located in the [City of Vista,] County of San Diego, State of California, more fully described in ATTACHMENT "1" attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** (hereinafter referred to as "**Grantee**"), and its successors and assigns, a temporary and exclusive construction easement and right of way ("Temporary Construction Easement"), over, above, on, under, in, across, along and through that certain portion of the Property more fully described and depicted or illustrated in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Temporary Construction Easement Area**"), for the purpose of all necessary and convenient activities associated with the Inland Rail Trails Project (hereinafter referred to as the "**Project**"), as further described in the Agreement, including, without limitation, construction and/or operation of the Project.

The Temporary Construction Easement shall, unless extended, expire on the date ("**Expiration Date**") that is twelve (12) months from and after the anticipated commencement of construction within the Temporary Construction Easement Area as established in a notice given to Grantor by or on behalf of Grantee pursuant to the Agreement. The Grantee shall have an option to extend the Temporary Construction Easement on a month-to-month basis (and/or as otherwise provided in the Agreement) until construction of the Project is completed. Upon occurrence of the completion of the Project, the then-owners of record of the Property shall have the right to request and, thereafter, receive from Grantee a duly executed and acknowledged instrument in writing whereby Grantee quitclaims or otherwise releases its interest in the Temporary Construction Easement, but not the other terms and provisions of this Instrument, to

the said then-owner of record of the Property, and may cause same to be recorded in Official Records of San Diego County, California.

Grantor covenants, by and for itself, its heirs, successors and assigns, including, without limitation, any voluntary and involuntary successor(s)-in-interest to the Property or any part thereof, that Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee's sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the Temporary Construction Easement Area or which may interfere with the use of the Temporary Construction Easement Area; and Grantor shall not permit the erection, placement, or maintenance of any improvement, or undertaking of any other activity, which may interfere with the use of the Temporary Construction Easement Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the Temporary Construction Easement Area.

The Temporary Construction Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontrators and workmen to (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement, (ii) use, control and occupy the Temporary Construction Easement Area, (iiii) use and temporarily place and operate tools, equipment, machinery, and materials on the Temporary Construction Easement Area, and (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora, including, without limitation, the roots thereof, located within the Temporary Construction Easement Area.

As the Temporary Construction Easement is exclusive, Grantor acknowledges and agrees that, until after the Expiration Date, Grantor has no or retains no right to use the surface or any other part of the Temporary Construction Easement Area for any purpose. Further, prior to the expiration or termination of the Temporary Construction Easement, Grantor shall not grant or dedicate any easement, right or other interest in, to, on, under or over the Temporary Construction Easement Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee's sole and unfettered discretion.

This Instrument, including, without limitation, the grant and other terms and provisions set forth or incorporated by reference herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and under this Instrument and may do so without obtaining the consent of or providing notice to Grantee.

At the expiration of the Temporary Construction Easement, Grantee shall not and shall not be required to restore the Temporary Construction Easement Area to the condition, or as near as practicable to the condition, that existed immediately prior to Grantee's operations; instead Grantee shall put the Temporary Construction Easement Area in a neat and clean condition with the soil compacted to a reasonable degree; provided, however, that Grantee's obligations in this regard shall not apply with respect to reasonable wear and tear or any changed condition or circumstance not resulting from Grantee's operations, including, without limitation, Grantee's negligence or greater fault. Similarly, Grantee shall not be required to restore (to their pre-existing condition) any vegetation, landscaping or improvements for which the Grantor has (and Grantor hereby acknowledges and agrees that Grantor has) been paid. Additionally, it is

understood that, upon said expiration or termination of the Temporary Construction Easement, Grantee shall have no other or further obligation, liability or duty in connection with the Property.

The covenants contained in this Instrument shall run with the land.

This Instrument arises from the Agreement as entered into by Grantor and Grantee on or about _____ ___, 2014. The terms and provisions of the Agreement are incorporated into this Instrument by this reference as if set forth in this Instrument in full. Appropriately interested parties may inspect a copy of the Agreement at the offices of Grantee.

This Instrument together with the Agreement contains the entire agreement of the parties relating to the subject matter hereof, including, without limitation, the rights herein granted and the obligations herein assumed. Any oral representations concerning or modifications of this Instrument or the Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed on the date set forth below.

Dated: August 22, 2014

GRANTOR:

DOLLYE K. LAUBER, Trustee of the Dollye K. Lauber Trust Dated 01/11/08

By: Dollye K. Lauber

Name: Dollye K. LAUBER

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF ~~CALIFORNIA~~ ARKANSAS)
) ss.
COUNTY OF INDEPENDENCE)

On Aug 22, 2014 before me, MARSHA LEWIS, notary public, personally appeared DOLLYE R LAUBER,
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.

Marsha Lewis
Signature of Notary Public

MARSHA LEWIS
INDEPENDENCE COUNTY
NOTARY PUBLIC - ARKANSAS
My Commission Expires November 18, 2017
Commission # 12363645

5003191

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Temporary Construction Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
Gary Gallegos (or designee)
Executive Director

Date: 10-1-2014

ATTACHMENT "1"

Legal Description of Property
[APN(s): 180-141-46]

[attached behind this page]

EXHIBIT A
LEGAL DESCRIPTION

The land referred to herein is situated in the State of CALIFORNIA, County of SAN DIEGO, and described as follows:

PARCEL 1:

PARCEL C IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS SHOWN AT PAGE 9584 IN BOOK OF PARCEL MAPS, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON JANUARY 16, 1980.

PARCEL 2:

AN EASEMENT AND RIGHT OF WAY FOR ROAD AND UTILITY PURPOSES OVER THAT PORTION DELINEATED AND DESIGNATED AS "PROPOSED 40 FOOT PRIVATE ROAD AND UTILITY EASEMENT" IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS SHOWN AT PAGE 4776 IN BOOK OF PARCEL MAPS, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON JUNE 2, 1976.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL 1 ABOVE.

Assessor's Parcel Number: **180-141-46-00**

EXHIBIT "A"

Legal Description of Temporary Construction Easement Area
[APN(s): 180-141-46]

[attached behind this page]

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
APN 180-141-46

THAT PORTION OF PARCEL C IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS SHOWN AT PAGE 9584 IN BOOK OF PARCEL MAPS, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON JANUARY 16, 1980, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHEASTERLY 10.00 FEET OF SAID PARCEL C MEASURED PERPENDICULAR TO THE NORTHEASTERLY LINE THEREOF.

THE SIDELINES OF SAID 10.00-FOOT STRIP OF LAND TERMINATE SOUTHEASTERLY IN THE SOUTHEASTERLY LINE OF SAID PARCEL C, AND TERMINATE NORTHWESTERLY IN THE NORTHWESTERLY LINE OF SAID PARCEL C.

AREA = 1,140 SQUARE FEET, MORE OR LESS.

THIS LEGAL DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.



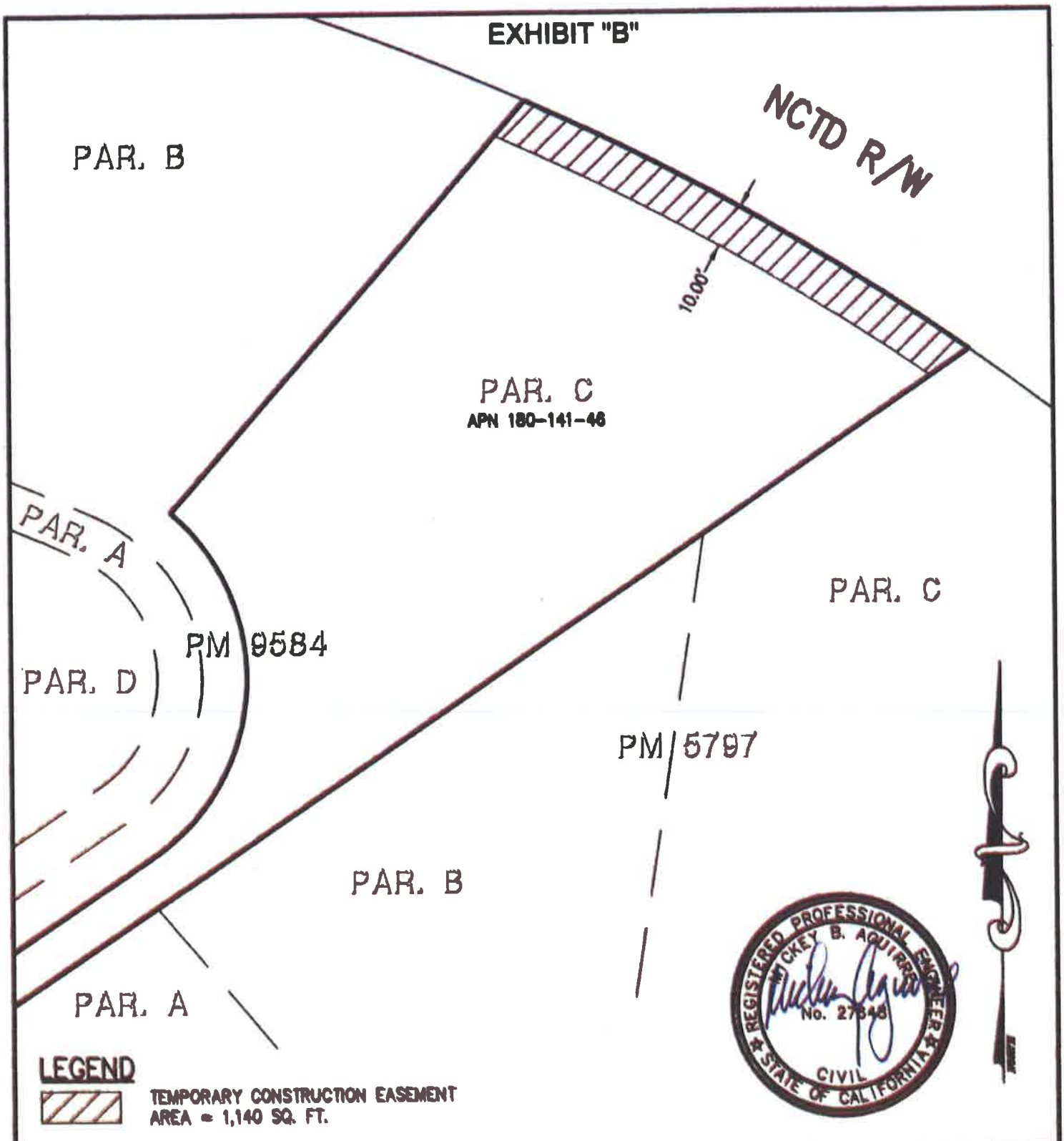
11/21/13
MICKEY B. AGUIRRE RCE 27648

EXHIBIT "B"

Map of Temporary Construction Easement Area
[APN(s): 180-141-46]

[attached behind this page]

EXHIBIT "B"



DESCRIPTION:
A PORTION OF PARCEL C, PM 9584

OWNER:
DOLLYE K. LAUBER TRUST DATED JANUARY 11, 2008

ADDRESS:
1158 NANCY WAY

INLAND RAIL TRAIL

AGUIRRE & ASSOCIATES
8265 COMMERCIAL ST., SUITE 1, LA MESA, CA 91942
PH: (619)464-6976 FAX: (619)464-7203

SURVEYING · MAPPING · RIGHT-OF-WAY ENGINEERING

SHEET 1 OF 1
SCALE: 1" = 30'
DRAFTED: KA
CHECKED: MA
DATE PREPARED: 11-13-2013

EXHIBIT 11

5003198

RECORDING REQUESTED BY:
Chicago Title Insurance Company
1406 S. Santa Fe Avenue
Vista, CA 92084
Escrow and Order No. _____

THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON OCT 24, 2014
DOCUMENT NUMBER 2014-0462513
Ernest J. Dronenburg, Jr., COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE
TIME: 9:08 AM

WHEN RECORDED MAIL TO:
San Diego Association of Governments
Attn: Emilio Rodriguez, Senior Engineer
401 B Street, Suite 800
San Diego, California 92101

Portions APN(s.): 180-141-45

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

This Grant of Temporary Construction Easement (hereinafter referred to as this "**Instrument**") is made and entered into by the undersigned BRIAN K. ROTH and KANDYCE K. ROTH (hereinafter referred to as "**Grantor**"), with reference and respect to that certain Temporary Construction Easement Agreement **[or** Agreement of Purchase and Sale and Joint Escrow Instructions**]** as further described and referenced in the second to last paragraph of this Instrument (hereinafter referred to as the "**Agreement**"). Grantor represents and warrants that it is the owner in fee simple of certain real property located in the [City of Vista,] County of San Diego, State of California, more fully described in ATTACHMENT "1" attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** (hereinafter referred to as "**Grantee**"), and its successors and assigns, a temporary and exclusive construction easement and right of way ("Temporary Construction Easement"), over, above, on, under, in, across, along and through that certain portion of the Property more fully described and depicted or illustrated in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Temporary Construction Easement Area**"), for the purpose of all necessary and convenient activities associated with the Inland Rail Trails Project (hereinafter referred to as the "**Project**"), as further described in the Agreement, including, without limitation, construction and/or operation of the Project.

The Temporary Construction Easement shall, unless extended, expire on the date ("**Expiration Date**") that is twelve (12) months from and after the anticipated commencement of construction within the Temporary Construction Easement Area as established in a notice given to Grantor by or on behalf of Grantee pursuant to the Agreement. The Grantee shall have an option to extend the Temporary Construction Easement on a month-to-month basis (and/or as otherwise provided in the Agreement) until construction of the Project is completed. Upon occurrence of the completion of the Project, the then-owners of record of the Property shall have the right to request and, thereafter, receive from Grantee a duly executed and acknowledged instrument in writing whereby Grantee quitclaims or otherwise releases its interest in the Temporary Construction Easement, but not the other terms and provisions of this Instrument, to

the said then-owner of record of the Property, and may cause same to be recorded in Official Records of San Diego County, California.

Grantor covenants, by and for itself, its heirs, successors and assigns, including, without limitation, any voluntary and involuntary successor(s)-in-interest to the Property or any part thereof, that Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee's sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the Temporary Construction Easement Area or which may interfere with the use of the Temporary Construction Easement Area; and Grantor shall not permit the erection, placement, or maintenance of any improvement, or undertaking of any other activity, which may interfere with the use of the Temporary Construction Easement Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the Temporary Construction Easement Area.

The Temporary Construction Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontrators and workmen to (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement, (ii) use, control and occupy the Temporary Construction Easement Area, (iiii) use and temporarily place and operate tools, equipment, machinery, and materials on the Temporary Construction Easement Area, and (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora, including, without limitation, the roots thereof, located within the Temporary Construction Easement Area.

As the Temporary Construction Easement is exclusive, Grantor acknowledges and agrees that, until after the Expiration Date, Grantor has no or retains no right to use the surface or any other part of the Temporary Construction Easement Area for any purpose. Further, prior to the expiration or termination of the Temporary Construction Easement, Grantor shall not grant or dedicate any easement, right or other interest in, to, on, under or over the Temporary Construction Easement Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee's sole and unfettered discretion.

This Instrument, including, without limitation, the grant and other terms and provisions set forth or incorporated by reference herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and under this Instrument and may do so without obtaining the consent of or providing notice to Grantee.

At the expiration of the Temporary Construction Easement, Grantee shall not and shall not be required to restore the Temporary Construction Easement Area to the condition, or as near as practicable to the condition, that existed immediately prior to Grantee's operations; instead Grantee shall put the Temporary Construction Easement Area in a neat and clean condition with the soil compacted to a reasonable degree; provided, however, that Grantee's obligations in this regard shall not apply with respect to reasonable wear and tear or any changed condition or circumstance not resulting from Grantee's operations, including, without limitation, Grantee's negligence or greater fault. Similarly, Grantee shall not be required to restore (to their pre-existing condition) any vegetation, landscaping or improvements for which the Grantor has (and Grantor hereby acknowledges and agrees that Grantor has) been paid. Additionally, it is

understood that, upon said expiration or termination of the Temporary Construction Easement, Grantee shall have no other or further obligation, liability or duty in connection with the Property.

The covenants contained in this Instrument shall run with the land.

This Instrument arises from the Agreement as entered into by Grantor and Grantee on or about January __, 2014. The terms and provisions of the Agreement are incorporated into this Instrument by this reference as if set forth in this Instrument in full. Appropriately interested parties may inspect a copy of the Agreement at the offices of Grantee.

This Instrument together with the Agreement contains the entire agreement of the parties relating to the subject matter hereof, including, without limitation, the rights herein granted and the obligations herein assumed. Any oral representations concerning or modifications of this Instrument or the Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed on the date set forth below.

Dated: 10/22/14

GRANTOR:

BRIAN K. ROTH and KANDYCE K. ROTH, Co-trustees of the Brian K. Roth and Kandyce K. Roth Living Trust

By: Brian Roth

Name: BRIAN ROTH

By: Kandyce K. Roth

Name: Kandyce K. Roth

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On October 22, 2014 before me, R. Martinez, notary public, personally appeared Brian K. Roth & Kandyce K. Roth, 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.

R. MARTINEZ
Commission # 1920933
Notary Public - California
San Diego County
My Comm. Expires Jan 8, 2015

Signature of Notary Public

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Temporary Construction Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
Gary Gallegos (or designee) Kim Kawanda
Executive Director

Date: 4-25-2014

ATTACHMENT "1"

Legal Description of Property
[APN(s): 180-141-45]

[attached behind this page]

EXHIBIT A
LEGAL DESCRIPTION

The land referred to herein is situated in the State of CALIFORNIA, County of SAN DIEGO, and described as follows:

PARCEL 1:

PARCEL B, OF PARCEL MAP NO. 9584, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, ON JANUARY 16,1980, SAID PARCEL MAP 9584 BEING A SUBDIVISION OF PARCEL D OF PARCEL MAP 4776, ALL BEING A SURVEY OF PORTION OF LOTS 333 AND 334 IN TRACT 3 OF RANCHO VISTA, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

PARCEL 2:

AN EASEMENT AND RIGHT OF WAY FOR ROAD AND UTILITY PURPOSES OVER THOSE PORTIONS OF PARCEL MAP 4776, DESIGNATED AND DELINEATED ON SAID MAP AS "PROPOSED 40 FOOT PRIVATE ROAD EASEMENT", SAID PARCEL MAP 4776, BEING A SURVEY OF PORTIONS OF LOTS 333 AND 334 IN TRACT 3 OR RANCHO VISTA, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL 1 ABOVE.

Assessor's Parcel Number: 180-141-45-00

EXHIBIT "A"

Legal Description of Temporary Construction Easement Area
[APN(s): 180-141-45]

[attached behind this page]

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
APN 180-141-45

THAT PORTION OF PARCEL B OF PARCEL MAP NO. 9584, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, ON JANUARY 16, 1980, SAID PARCEL MAP 9584 BEING A SUBDIVISION OF PARCEL D OF PARCEL MAP 4776, ALL BEING A SURVEY OF PORTIONS OF LOTS 333 AND 334 IN TRACT 3 OF RANCHO VISTA, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHEASTERLY 15.00 FEET OF SAID PARCEL B MEASURED PERPENDICULAR TO THE NORTHEASTERLY LINE THEREOF.

THE SIDELINES OF SAID 15.00-FOOT STRIP OF LAND TERMINATE SOUTHEASTERLY IN THE SOUTHEASTERLY LINE OF SAID PARCEL B, AND TERMINATE NORTHWESTERLY IN THE NORTHWESTERLY LINE OF SAID PARCEL B.

AREA = 2,114 SQUARE FEET, MORE OR LESS.

THIS LEGAL DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.



11/21/13

MICKEY B. AGUIRRE RCE 27648

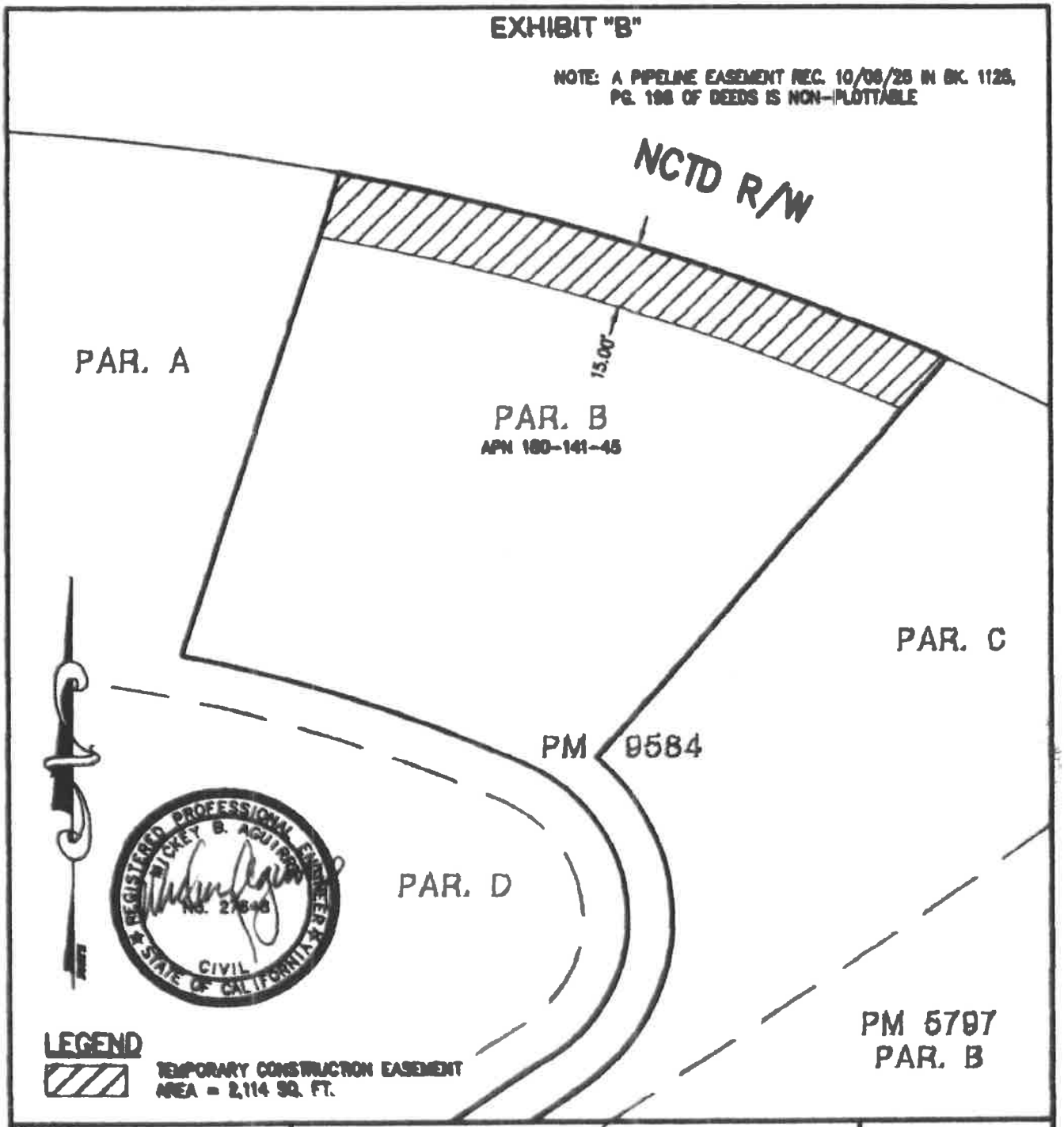
EXHIBIT "B"

Map of Temporary Construction Easement Area
[APN(s): 180-141-45]

[attached behind this page]

EXHIBIT "B"

NOTE: A PIPELINE EASEMENT REC. 10/06/26 IN BK. 1125, PG. 198 OF DEEDS IS NON-PLOTTABLE



DESCRIPTION: A PORTION OF PARCEL B, PM 9584	INLAND RAIL TRAIL	SHEET 1 OF 1
OWNER: BRIAN K. ROTH AND KANOYCE K. ROTH LIVING TRUST	AGUIRRE & ASSOCIATES 3205 COMMERCIAL ST., SUITE 1, LA MESA, CA 91942 PH: (619)464-9876 FAX: (619)464-7803	SCALE: 1" = 30'
ADDRESS: 1154 NANCY WAY	SURVEYING · MAPPING · RIGHT-OF-WAY ENGINEERING	DRAFTED: KA
		CHECKED: MA
		DATE PREPARED: 11-13-2013

EXHIBIT 12

RECORDING REQUESTED BY:
Chicago Title Insurance Company
1406 S. Santa Fe Avenue
Vista, CA 92084
Escrow and Order No. _____

THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON SEP 26, 2014
DOCUMENT NUMBER 2014-0418332
Ernest J. Dronenburg, Jr., COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE
TIME: 10:02 AM

WHEN RECORDED MAIL TO:
San Diego Association of Governments
Attn: Emilio Rodriguez, Senior Engineer
401 B Street, Suite 800
San Diego, California 92101

Portions APN(s.): 180-141-44

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

This Grant of Temporary Construction Easement (hereinafter referred to as this "**Instrument**") is made and entered into by the undersigned PHILLIP CREATEMAN and MARIA A. CREATEMAN, Husband and Wife as Joint Tenants (hereinafter referred to as "**Grantor**"), with reference and respect to that certain Temporary Construction Easement Agreement **[or** Agreement of Purchase and Sale and Joint Escrow Instructions] as further described and referenced in the second to last paragraph of this Instrument (hereinafter referred to as the "**Agreement**"). Grantor represents and warrants that it is the owner in fee simple of certain real property located in the [City of Vista,] County of San Diego, State of California, more fully described in ATTACHMENT "1" attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** (hereinafter referred to as "**Grantee**"), and its successors and assigns, a temporary and exclusive construction easement and right of way ("Temporary Construction Easement"), over, above, on, under, in, across, along and through that certain portion of the Property more fully described and depicted or illustrated in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Temporary Construction Easement Area**"), for the purpose of all necessary and convenient activities associated with the Inland Rail Trails Project (hereinafter referred to as the "**Project**"), as further described in the Agreement, including, without limitation, construction and/or operation of the Project.

The Temporary Construction Easement shall, unless extended, expire on the date ("**Expiration Date**") that is twelve (12) months from and after the anticipated commencement of construction within the Temporary Construction Easement Area as established in a notice given to Grantor by or on behalf of Grantee pursuant to the Agreement. The Grantee shall have an option to extend the Temporary Construction Easement on a month-to-month basis (and/or as otherwise provided in the Agreement) until construction of the Project is completed. Upon occurrence of the completion of the Project, the then-owners of record of the Property shall have the right to request and, thereafter, receive from Grantee a duly executed and acknowledged instrument in writing whereby Grantee quitclaims or otherwise releases its interest in the

Temporary Construction Easement, but not the other terms and provisions of this Instrument, to the said then-owner of record of the Property, and may cause same to be recorded in Official Records of San Diego County, California.

Grantor covenants, by and for itself, its heirs, successors and assigns, including, without limitation, any voluntary and involuntary successor(s)-in-interest to the Property or any part thereof, that Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee's sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the Temporary Construction Easement Area or which may interfere with the use of the Temporary Construction Easement Area; and Grantor shall not permit the erection, placement, or maintenance of any improvement, or undertaking of any other activity, which may interfere with the use of the Temporary Construction Easement Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the Temporary Construction Easement Area.

The Temporary Construction Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontrators and workmen to (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement, (ii) use, control and occupy the Temporary Construction Easement Area, (iiii) use and temporarily place and operate tools, equipment, machinery, and materials on the Temporary Construction Easement Area, and (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora, including, without limitation, the roots thereof, located within the Temporary Construction Easement Area.

As the Temporary Construction Easement is exclusive, Grantor acknowledges and agrees that, until after the Expiration Date, Grantor has no or retains no right to use the surface or any other part of the Temporary Construction Easement Area for any purpose. Further, prior to the expiration or termination of the Temporary Construction Easement, Grantor shall not grant or dedicate any easement, right or other interest in, to, on, under or over the Temporary Construction Easement Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee's sole and unfettered discretion.

This Instrument, including, without limitation, the grant and other terms and provisions set forth or incorporated by reference herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and under this Instrument and may do so without obtaining the consent of or providing notice to Grantee.

At the expiration of the Temporary Construction Easement, Grantee shall not and shall not be required to restore the Temporary Construction Easement Area to the condition, or as near as practicable to the condition, that existed immediately prior to Grantee's operations; instead Grantee shall put the Temporary Construction Easement Area in a neat and clean condition with the soil compacted to a reasonable degree; provided, however, that Grantee's obligations in this regard shall not apply with respect to reasonable wear and tear or any changed condition or circumstance not resulting from Grantee's operations, including, without limitation, Grantee's negligence or greater fault. Similarly, Grantee shall not be required to restore (to their pre-existing condition) any vegetation, landscaping or improvements for which the Grantor has (and

Grantor hereby acknowledges and agrees that Grantor has) been paid. Additionally, it is understood that, upon said expiration or termination of the Temporary Construction Easement, Grantee shall have no other or further obligation, liability or duty in connection with the Property.

The covenants contained in this Instrument shall run with the land.

This Instrument arises from the Agreement as entered into by Grantor and Grantee on or about MARCH __ 2014. The terms and provisions of the Agreement are incorporated into this Instrument by this reference as if set forth in this Instrument in full. Appropriately interested parties may inspect a copy of the Agreement at the offices of Grantee.

This Instrument together with the Agreement contains the entire agreement of the parties relating to the subject matter hereof, including, without limitation, the rights herein granted and the obligations herein assumed. Any oral representations concerning or modifications of this Instrument or the Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed on the date set forth below.

Dated: 4-3-14

GRANTOR:

PHILLIP CREATEMAN and MARIA A. CREATEMAN, Husband and Wife as Joint Tenants

By: _____

By: _____

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On April 3, 2014 before me, MARLENE M. ZEICHICK, notary public, personally appeared PHILLIP CREATEMAN and MARIA A. CREATEMAN, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons 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 of Notary Public

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Temporary Construction Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
Gary Gallegos (or designee) Kim Kawada
Executive Director

Date: 4-25-2014

ATTACHMENT "1"

Legal Description of Property
[APN(s): 180-141-44]

[attached behind this page]

EXHIBIT A
LEGAL DESCRIPTION

The land referred to herein is situated in the State of CALIFORNIA, County of SAN DIEGO, and described as follows:

PARCEL 1:

PARCEL "A", IN THE CITY OF VISTA,.COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS SHOWN AT PAGE 9584 IN BOOK OF PARCEL MAPS, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JANUARY 16, 1980.

PARCEL 2:

AN EASEMENT AND RIGHT OF WAY FOR ROAD AND UTILITY PURPOSES OVER THAT PORTION DESIGNATED AND DELINEATED AS "PROPOSED 40 FOOT PRIVATE ROAD AND UTILITY EASEMENT" IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS SHOWN AT PAGE 4776 IN BOOK OF PARCEL MAPS, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 2, 1976.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL 1 ABOVE.

ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL B OF PARCEL MAP NO. 4776.

ALSO EXCEPTING THEREFROM THOSE PORTIONS THEREOF LYING WITHIN PARCELS B AND D OF PARCEL MAP NO. 9584.

Assessor's Parcel Number: **180-141-44-00**

EXHIBIT "A"

Legal Description of Temporary Construction Easement Area
[APN(s): 180-141-44]

[attached behind this page]

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
APN 180-141-44

THAT PORTION OF PARCEL A, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS SHOWN AT PAGE 9584 IN BOOK OF PARCEL MAPS, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JANUARY 16, 1980, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHERLY 10.00 FEET OF SAID PARCEL A MEASURED PERPENDICULAR TO THE NORTHERLY LINE THEREOF.

THE SIDELINES OF SAID 10.00-FOOT STRIP OF LAND TERMINATE EASTERLY IN THE EASTERLY LINE OF SAID PARCEL A, AND TERMINATE WESTERLY IN THE WESTERLY LINE OF SAID PARCEL A.

AREA = 1,290 SQUARE FEET, MORE OR LESS.

THIS LEGAL DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.



11/21/13

MICKEY B. AGUIRRE RCE 27648

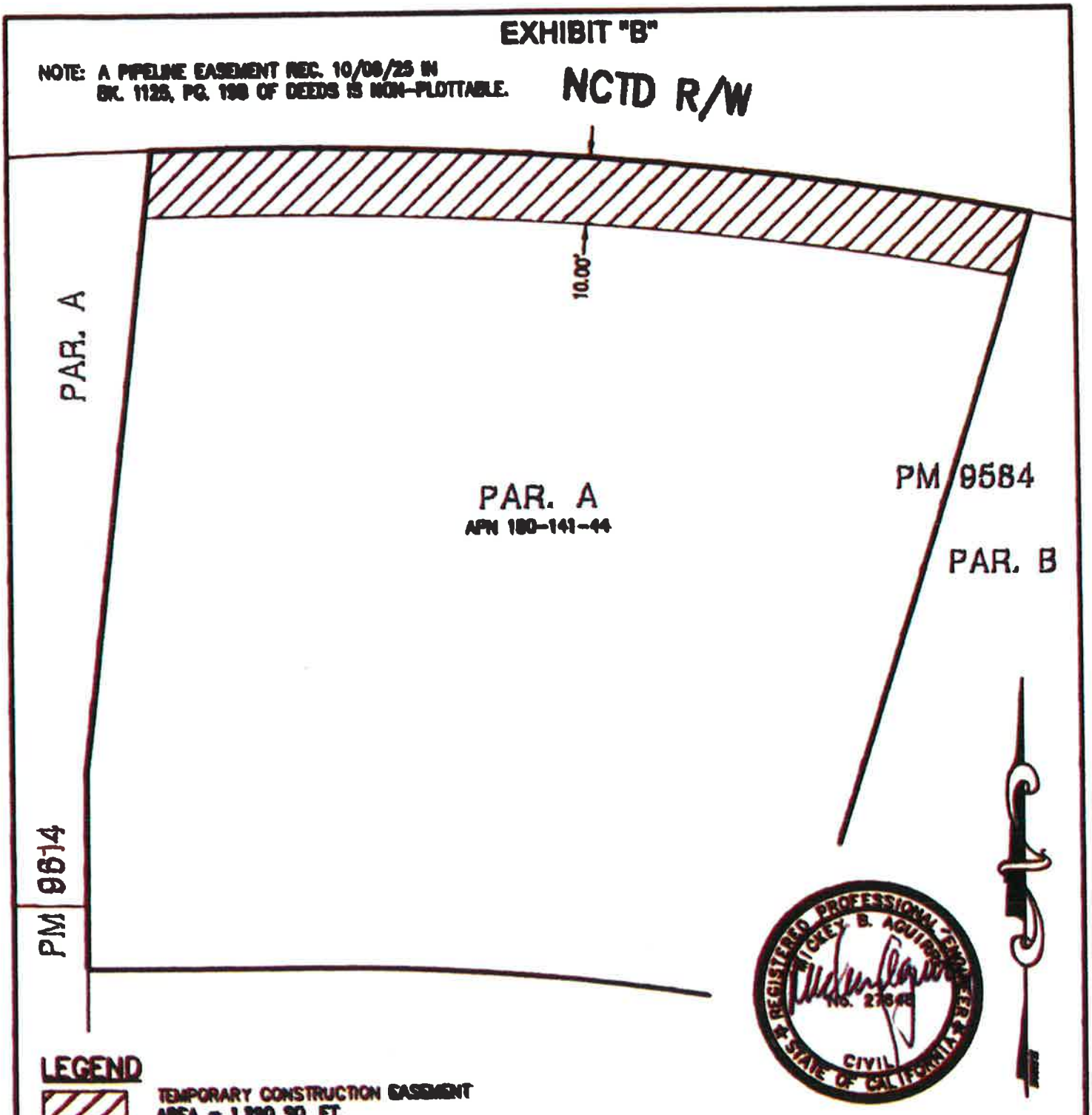
EXHIBIT "B"

Map of Temporary Construction Easement Area
[APN(s): 180-141-44]

[attached behind this page]

EXHIBIT "B"

NOTE: A PIPELINE EASEMENT REC. 10/09/25 IN BK. 1125, PG. 198 OF DEEDS IS NON-PLOTTABLE.



LEGEND

TEMPORARY CONSTRUCTION EASEMENT
AREA = 1,280 SQ. FT.

DESCRIPTION: A PORTION OF PARCEL A, PM 9584	INLAND RAIL TRAIL	SHEET 1 OF 1
OWNER: PHILLIP CREATEMAN AND MARIA ALMA CREATEMAN	AGUIRRE & ASSOCIATES 8585 COMMERCIAL ST., SUITE I, LA MESA, CA 91942 PH: (619)464-8878 FAX: (619)464-7583 SURVEYING MAPPING RIGHT-OF-WAY ENGINEERING	SCALE: 1" = 20'
ADDRESS: 1150 NANCY WAY		DRAWN: KA
		CHECKED: MA
		DATE PREPARED: 11-13-2013

EXHIBIT 13

RECORDING REQUESTED BY:
Chicago Title Insurance Company
1406 S. Santa Fe Avenue
Vista, CA 92084
Escrow and Order No. _____

THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON SEP 26, 2014
DOCUMENT NUMBER 2014-0418331
Ernest J. Dronenburg, Jr., COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE
TIME: 10:02 AM

WHEN RECORDED MAIL TO:
San Diego Association of Governments
Attn: Emilio Rodriguez, Senior Engineer
401 B Street, Suite 800
San Diego, California 92101

Portions APN(s.): 180-141-50

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

This Grant of Temporary Construction Easement (hereinafter referred to as this "**Instrument**") is made and entered into by the undersigned Armando Colucci, Successor Trustee (hereinafter referred to as "**Grantor**"), with reference and respect to that certain Agreement of Purchase and Sale and Joint Escrow Instructions as further described and referenced in the second to last paragraph of this Instrument (hereinafter referred to as the "**Agreement**"). Grantor represents and warrants that it is the owner in fee simple of certain real property located in the City of Vista, County of San Diego, State of California, more fully described in ATTACHMENT "1" attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** (hereinafter referred to as "**Grantee**"), and its successors and assigns, a temporary and exclusive construction easement and right of way ("Temporary Construction Easement"), over, above, on, under, in, across, along and through that certain portion of the Property more fully described and depicted or illustrated in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Temporary Construction Easement Area**"), for the purpose of all necessary and convenient activities associated with the Inland Rail Trails Project (hereinafter referred to as the "**Project**"), as further described in the Agreement, including, without limitation, construction and/or operation of the Project.

The Temporary Construction Easement shall, unless extended, expire on the date ("**Expiration Date**") that is twelve (12) months from and after the anticipated commencement of construction within the Temporary Construction Easement Area as established in a notice given to Grantor by or on behalf of Grantee pursuant to the Agreement. The Grantee shall have an option to extend the Temporary Construction Easement on a month-to-month basis (and/or as otherwise provided in the Agreement) until construction of the Project is completed. Upon occurrence of the completion of the Project, the then-owners of record of the Property shall have the right to request and, thereafter, receive from Grantee a duly executed and acknowledged instrument in writing whereby Grantee quitclaims or otherwise releases its interest in the Temporary Construction Easement, but not the other terms and provisions of this Instrument, to

the said then-owner of record of the Property, and may cause same to be recorded in Official Records of San Diego County, California.

Grantor covenants, by and for itself, its heirs, successors and assigns, including, without limitation, any voluntary and involuntary successor(s)-in-interest to the Property or any part thereof, that Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee's sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the Temporary Construction Easement Area or which may interfere with the use of the Temporary Construction Easement Area; and Grantor shall not permit the erection, placement, or maintenance of any improvement, or undertaking of any other activity, which may interfere with the use of the Temporary Construction Easement Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the Temporary Construction Easement Area.

The Temporary Construction Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontractors and workmen to (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement, (ii) use, control and occupy the Temporary Construction Easement Area, (iii) use and temporarily place and operate tools, equipment, machinery, and materials on the Temporary Construction Easement Area, and (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora, including, without limitation, the roots thereof, located within the Temporary Construction Easement Area.

As the Temporary Construction Easement is exclusive, Grantor acknowledges and agrees that, until after the Expiration Date, Grantor has no or retains no right to use the surface or any other part of the Temporary Construction Easement Area for any purpose. Further, prior to the expiration or termination of the Temporary Construction Easement, Grantor shall not grant or dedicate any easement, right or other interest in, to, on, under or over the Temporary Construction Easement Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee's sole and unfettered discretion.

This Instrument, including, without limitation, the grant and other terms and provisions set forth or incorporated by reference herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and under this Instrument and may do so without obtaining the consent of or providing notice to Grantee.

At the expiration of the Temporary Construction Easement, Grantee shall not and shall not be required to restore the Temporary Construction Easement Area to the condition, or as near as practicable to the condition, that existed immediately prior to Grantee's operations; instead Grantee shall put the Temporary Construction Easement Area in a neat and clean condition with the soil compacted to a reasonable degree; provided, however, that Grantee's obligations in this regard shall not apply with respect to reasonable wear and tear or any changed condition or circumstance not resulting from Grantee's operations, including, without limitation, Grantee's negligence or greater fault. Similarly, Grantee shall not be required to restore (to their pre-existing condition) any vegetation, landscaping or improvements for which the Grantor has (and Grantor hereby acknowledges and agrees that Grantor has) been paid. Additionally, it is

understood that, upon said expiration or termination of the Temporary Construction Easement, Grantee shall have no other or further obligation, liability or duty in connection with the Property.

The covenants contained in this Instrument shall run with the land.

This Instrument arises from the Agreement as entered into by Grantor and Grantee on or about _____ __, 2014. The terms and provisions of the Agreement are incorporated into this Instrument by this reference as if set forth in this Instrument in full. Appropriately interested parties may inspect a copy of the Agreement at the offices of Grantee.

This Instrument together with the Agreement contains the entire agreement of the parties relating to the subject matter hereof, including, without limitation, the rights herein granted and the obligations herein assumed. Any oral representations concerning or modifications of this Instrument or the Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed on the date set forth below.

Dated: 4/30/2014

GRANTOR:

Colucci Family Trust-A

By: Armando Colucci

Name: ARMANDO Colucci

Title: TRUSTEE

By: _____

Name: _____

Title: _____

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On April 30, 2014 before me, R. Martinez, notary public, personally appeared Armando Colucci,
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.

R. MARTINEZ
Commission # 1920933
Notary Public - California
San Diego County
My Comm. Expires Jan 8, 2015

Signature of Notary Public

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Temporary Construction Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
Gary Gallegos (or designee) Kim Kawada
Executive Director

Date: 8/14/2014

ATTACHMENT "1"

Legal Description of Property
[APN(s): 180-141-50]

[attached behind this page]

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Diego and described as follows:

Parcel 1:

Parcel B of Parcel Map No. 9614, in the City of Vista, County of San Diego, State of California, filed in the Office of the County Recorder of San Diego County, January 21, 1980 as Instrument No. 1980-023155, of Official Records.

Parcel 2:

An easement and right of way for road and utility, as shown on the Parcel Map No. 4776, as "Proposed 40 foot Private Road and Utility Easement".

Excepting therefrom that portion lying within Parcel 1 above.

APN: 180-141-50-00
(End of Legal Description)

EXHIBIT "A"

Legal Description of Temporary Construction Easement Area
[APN(s): 180-141-50]

[attached behind this page]

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
APN 180-141-50

THAT PORTION OF PARCEL B OF PARCEL MAP NO. 9614, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JANUARY 21, 1980 AS INSTRUMENT NO. 1980-023155 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHERLY 10.00 FEET OF SAID PARCEL B MEASURED PERPENDICULAR TO THE NORTHERLY LINE THEREOF.

THE SIDELINES OF SAID 10.00-FOOT STRIP OF LAND TERMINATE WESTERLY IN THE WESTERLY LINE OF SAID PARCEL B, AND TERMINATE EASTERLY IN THE EASTERLY LINE OF SAID PARCEL B.

AREA = 2,481 SQUARE FEET, MORE OR LESS.

THIS LEGAL DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

3/11/14
MICKEY B. AGUIRRE RCE 27648

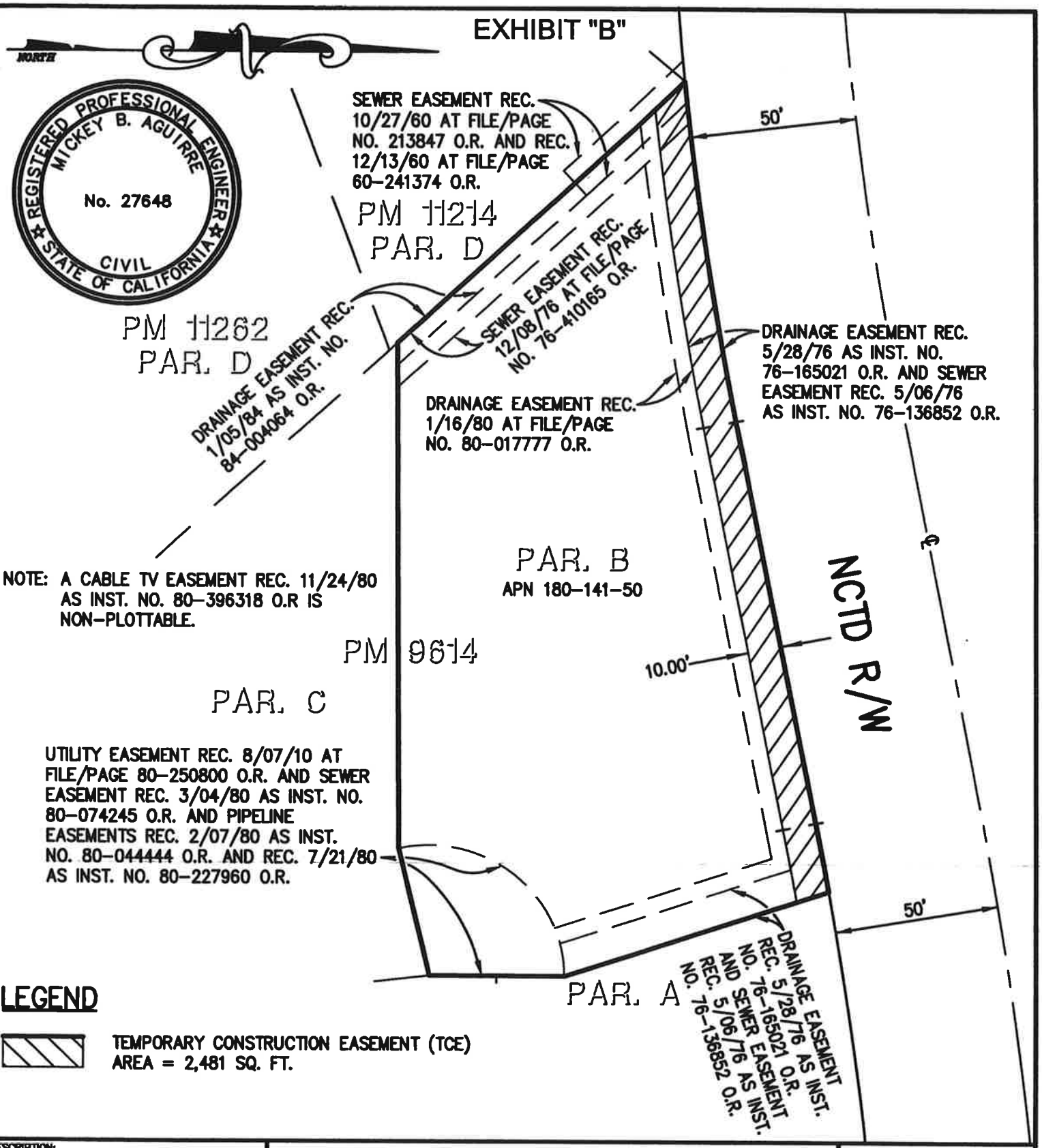
REGISTERED PROFESSIONAL ENGINEER
MICKEY B. AGUIRRE
No. 27648
CIVIL
STATE OF CALIFORNIA

EXHIBIT "B"

Map of Temporary Construction Easement Area
[APN(s): 180-141-50]

[attached behind this page]

EXHIBIT "B"



LEGEND

TEMPORARY CONSTRUCTION EASEMENT (TCE)
AREA = 2,481 SQ. FT.

DESCRIPTION: A PORTION OF PARCEL B, PM 9614	**INLAND RAIL TRAIL**	SHEET 1 OF 1
OWNER: ARMANDO COLUCCI	**AGUIRRE & ASSOCIATES** 8265 COMMERCIAL ST., SUITE 1, LA MESA, CA 91942 PH: (619)464-6978 FAX: (619)464-7203	SCALE: 1" = 40'
ADDRESS: NO SITUS ADDRESS	SURVEYING · MAPPING · RIGHT-OF-WAY ENGINEERING	DRAFTED: KA CHECKED: MA DATE PREPARED: 3-11-2014

EXHIBIT 14

5003204

DOC# 2016-0338783

Jul 07, 2016 11:18 AM
OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: $0.00
PCOR: N/A
PAGES: 11

1 | P
1 C | P
NF
OCNA

RECORDING REQUESTED BY &
WHEN RECORDED MAIL TO:
San Diego Association of Governments
Attn: Emilio Rodriguez, Senior Engineer
401 B Street, Suite 800
San Diego, California 92101

Portions APN(s.): 179-185-16

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

This Grant of Temporary Construction Easement (hereinafter referred to as this "**Instrument**") is made and entered into by the undersigned COLCO, LLC (hereinafter referred to as "**Grantor**"), with reference and respect to that certain Temporary Construction Easement and Access Easement Agreement as further described and referenced in the second to last paragraph of this Instrument (hereinafter referred to as the "**Agreement**"). Grantor represents and warrants that it is the owner in fee simple of certain real property located in the City of Vista, County of San Diego, State of California, more fully described in ATTACHMENT "1" attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** (hereinafter referred to as "**Grantee**"), and its successors and assigns, a temporary and exclusive construction easement and right of way ("Temporary Construction Easement"), over, above, on, under, in, across, along and through that certain portion of the Property more fully described and depicted or illustrated in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Temporary Construction Easement Area**"), for the purpose of all necessary and convenient activities associated with the Inland Rail Trails Project (hereinafter referred to as the "**Project**"), as further described in the Agreement, including, without limitation, construction and/or operation of the Project.

The Temporary Construction Easement shall be valid for a period of not more than one year. It shall commence seven (7) days from the date upon which SANDAG or its authorized representative provides Owner with written notice of its intent to commence construction utilizing the Temporary Construction Easement, and it shall terminate on the earliest of (a) the date upon which SANDAG notifies Owner that it no longer needs the Temporary Construction Easement, (b) one year from the commencement date of the Temporary Construction Easement, or (c) August 31, 2018. SANDAG will undertake reasonable efforts to expedite the termination date of the Temporary Construction Easement. Upon termination of the Temporary Construction Easement, the then-owners of record of the Property shall have the right to request and, thereafter, receive from Grantee a duly executed and acknowledged instrument in writing whereby Grantee quitclaims or otherwise releases its interest in the Temporary Construction Easement, but not the

other terms and provisions of this Instrument, to the said then-owner of record of the Property, and may cause same to be recorded in Official Records of San Diego County, California.

Grantor covenants, by and for itself, its heirs, successors and assigns, including, without limitation, any voluntary and involuntary successor(s)-in-interest to the Property or any part thereof, that Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee's sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the Temporary Construction Easement Area or which may interfere with the use of the Temporary Construction Easement Area; and Grantor shall not permit the erection, placement, or maintenance of any improvement, or undertaking of any other activity, which may interfere with the use of the Temporary Construction Easement Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the Temporary Construction Easement Area.

The Temporary Construction Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontrators and workmen to (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement, (ii) use, control and occupy the Temporary Construction Easement Area, (iiii) use and temporarily place and operate tools, equipment, machinery, and materials on the Temporary Construction Easement Area, and (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora, including, without limitation, the roots thereof, located within the Temporary Construction Easement Area.

As the Temporary Construction Easement is exclusive, Grantor acknowledges and agrees that, until after the Expiration Date, Grantee has no or retains no right to use the surface or any other part of the Temporary Construction Easement Area for any purpose. Further, prior to the expiration or termination of the Temporary Construction Easement, Grantor shall not grant or dedicate any easement, right or other interest in, to, on, under or over the Temporary Construction Easement Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee's sole and unfettered discretion.

This Instrument, including, without limitation, the grant and other terms and provisions set forth or incorporated by reference herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and under this Instrument and may do so without obtaining the consent of or providing notice to Grantee.

At the expiration of the Temporary Construction Easement, Grantee shall not and shall not be required to restore the Temporary Construction Easement Area to the condition, or as near as practicable to the condition, that existed immediately prior to Grantee's operations; instead Grantee shall put the Temporary Construction Easement Area in a neat and clean condition with the soil compacted to a reasonable degree; provided, however, that Grantee's obligations in this regard shall not apply with respect to reasonable wear and tear or any changed condition or circumstance not resulting from Grantee's operations, including, without limitation, Grantee's negligence or greater fault. Similarly, Grantee shall not be required to restore (to their pre-existing condition) any vegetation, landscaping or improvements for which the Grantor has (and Grantor hereby acknowledges and agrees that Grantor has) been paid. Additionally, it is understood that,

upon said expiration or termination of the Temporary Construction Easement, Grantee shall have no other or further obligation, liability or duty in connection with the Property.

The covenants contained in this Instrument shall run with the land.

This Instrument arises from the Agreement as entered into by Grantor and Grantee on or about May 16, 2016. The terms and provisions of the Agreement are incorporated into this Instrument by this reference as if set forth in this Instrument in full. Appropriately interested parties may inspect a copy of the Agreement at the offices of Grantee.

This Instrument together with the Agreement contains the entire agreement of the parties relating to the subject matter hereof, including, without limitation, the rights herein granted and the obligations herein assumed. Any oral representations concerning or modifications of this Instrument or the Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed on the date set forth below.

Dated: 5-16-16

GRANTOR:

COLCO, LLC

By: _____

Name: Paul D. Colucci

Title: Member

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)

On 5/16/2016 before me, Matthew Alden Hampshire Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Paul D. Colucci
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.

MATTHEW ALDEN HAMPSHIRE
Commission # 1979429
Notary Public - California
San Diego County
My Comm. Expires May 24, 2016

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 this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

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5003204

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Temporary Construction Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: Jose A Nuncio
for Gary Gallegos (or designee)
Executive Director

Date: 6/28/16

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of San Diego)

On June 28, 2016, before me, Michelle Posada, Notary Public, personally appeared Jose Angel Nuncio, 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.

MICHELLE POSADA
Commission # 1991946
Notary Public - California
San Diego County
My Comm. Expires Sep 22, 2016

michelle posada
Signature (Seal)

ATTACHMENT "1"

Legal Description of Property
[APN(s): 179-185-16]

[attached behind this page]

LEGAL DESCRIPTION

The land referred to herein is situated in the State of CALIFORNIA, County of SAN DIEGO, and described as follows:

LOT 324 IN TRACT NO. 3 OF RANCHO VISTA, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 2020, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 4, 1927.

Assessor's Parcel Number: **179-185-16-00**

EXHIBIT "A"

Legal Description of Temporary Construction Easement Area
[APN(s): 179-185-16]

[attached behind this page]

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT
APN: 179-185-16-00

ALL THAT PORTION OF LOT 324, IN TRACT NO. 3 OF RANCHO VISTA, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 2020, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, MAY 4, 1927, MORE PRECISELY DESCRIBED AS;

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 324 ON THE SOUTHERLY NCTD RIGHT OF WAY , THENCE ON THE WESTERLY LINE OF SAID LOT 324 SOUTH 05°59'48" WEST, A DISTANCE OF 10.02 FEET TO THE **POINT OF BEGINNING** AND THE BEGINNING OF A CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES SOUTH 09°16'10" WEST, A RADIAL DISTANCE OF 1,086.21 FEET; THENCE ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 04°52'38", A DISTANCE OF 92.46 FEET; THENCE SOUTH 75°51'12" EAST, A DISTANCE OF 82.99 FEET; THENCE SOUTH 14°08'48" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 75°51'12" WEST, A DISTANCE OF 82.99 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,071.21 FEET AND A CENTRAL ANGLE OF 04°49'53"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 90.33 FEET TO THE WESTERLY LINE OF SAID LOT 324; THENCE ALONG SAID LINE NORTH 05°59'48" EAST, A DISTANCE OF 15.02 FEET TO THE **POINT OF BEGINNING**.

THE LENGTHS OF ALL LINES TO BE LENGTHENED OR SHORTENED TO TERMINATE AT THE RIGHT OF WAY AND/OR PROPERTY LINES.

CONTAINING 2,616 SQUARE FEET, MORE OR LESS.

BEARINGS AND DISTANCES USED IN THIS DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6, PER ROS 16709.

ATTACHED HERETO IS A PLAT OF SAID PARCEL, LABELED EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.



STEVEN A. HEISE – LS8788
LICENSE DATE 12-31-2016

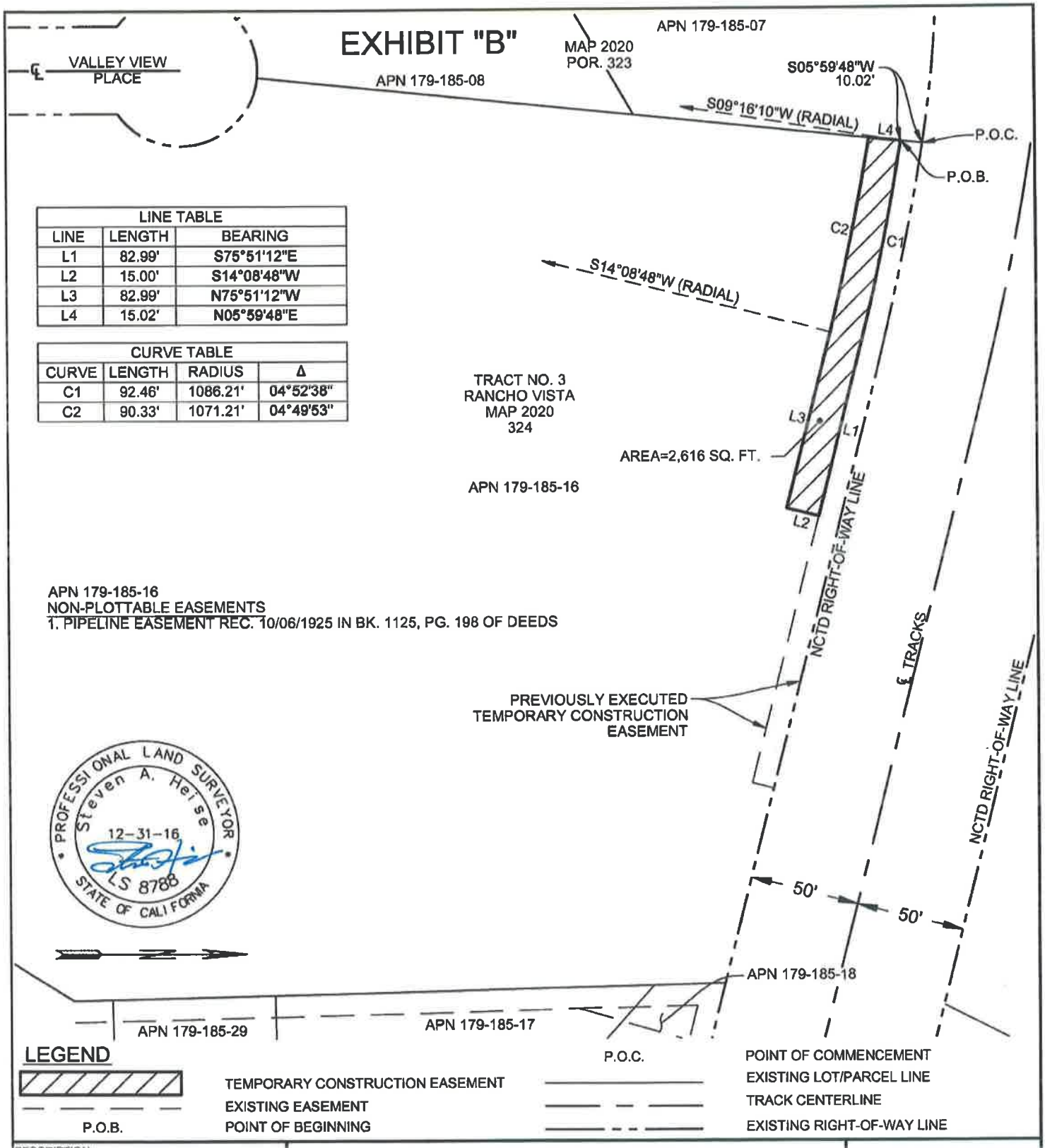
02-26-2016

EXHIBIT "B"

Map of Temporary Construction Easement Area
[APN(s): 179-185-16]

[attached behind this page]

EXHIBIT "B"



LINE TABLE		
LINE	LENGTH	BEARING
L1	82.99'	S75°51'12"E
L2	15.00'	S14°08'48"W
L3	82.99'	N75°51'12"W
L4	15.02'	N05°59'48"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	Δ
C1	92.46'	1086.21'	04°52'38"
C2	90.33'	1071.21'	04°49'53"

APN 179-185-16
NON-PLOTTABLE EASEMENTS
1. PIPELINE EASEMENT REC. 10/06/1925 IN BK. 1125, PG. 198 OF DEEDS

PROFESSIONAL LAND SURVEYOR
Steven A. Heise
12-31-16
LS 8788
STATE OF CALIFORNIA

LEGEND

TEMPORARY CONSTRUCTION EASEMENT	POINT OF COMMENCEMENT
EXISTING EASEMENT	EXISTING LOT/PARCEL LINE
P.O.B. POINT OF BEGINNING	TRACK CENTERLINE
	EXISTING RIGHT-OF-WAY LINE

DESCRIPTION:
A PORTION OF LOT 324, TRACT NO. 3 OF RANCHO VISTA, MAP 2020

OWNER:
COLCO

ADDRESS:
208 VALLEY VIEW PLACE
VISTA, CA

INLAND RAIL TRAIL

DOKKEN ENGINEERING
5975 RUFFIN ROAD
SUITE 300
SAN DIEGO, CA 92123
(858) 514-8277

SHEET 1 OF 1
SCALE: SCALE: 1" = 60'
DRAFTED: AB
CHECKED: SH
DATE PREPARED: FEBRUARY 2016

EXHIBIT 15

GRANT OF EASEMENT FOR PUBLIC BIKEWAY, BIKE PATH AND/OR BIKE TRAIL PURPOSES

RECORDING REQUESTED BY
STEWART TITLE CALIFORNIA

2

Prepared BY:
Chicago Title Company
1406 S. Santa Fe Avenue
Vista, CA 92084
Escrow and Order No. 73714003761/01180-98624

DOC # 2014-0473077

OCT 30, 2014 3:43 PM
OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
Ernest J. Dronenburg, Jr., COUNTY RECORDER
FEES: 0.00
OC: NA

PAGES: 9

FC
GP
OCNA
NF

WHEN RECORDED MAIL TO:
SANDAG
Attn: Emilio Rodriguez, Project Manager
401 B Street, Ste. 800
San Diego, California 92101-4231

Portions APN(s.): 179-185-07-00

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

EASEMENT DEED
Grant of Easement for Public Bikeway, Bike Path and/or Bike Trail Purposes

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Timothy C. Russel and Denise D. Russel, husband and wife ("**Grantor**"), Grantor does hereby GRANT and CONVEY to the San Diego Association of Governments ("**Grantee**"), and its successors and assigns, an exclusive easement for public bikeway, bike path and/or bike trail purposes, including without limitation bikeway, bike path and/or bike trail right of way, and appurtenances and uses associated therewith, as well as incidentals thereto, over, above, on, under, in, across, along and through that certain portion of Grantor's real property located in the City of Vista, County of San Diego, State of California, more particularly described in the legal description attached hereto as Exhibit "A" and depicted or illustrated on the map attached hereto as Exhibit "B"; both of such attachments / exhibits are incorporated herein by this reference.

The easement rights granted herein, and the rights of Grantee hereunder and pursuant hereto, shall include the right to use of the easement and/or the easement area or any part(s) of it for public bikeway, bike path, sidewalk, walkway, path and/or trail and bicycle and similar vehicle as well as pedestrian use, access, ingress and egress purposes, including without limitation the installation and maintenance of a public bikeway, bike path, sidewalk, walkway, path and/or trail, together with any and all appurtenances pertaining thereto, over, above, on, under, in, across, along and through the real property.

The appurtenances and uses associated with the easement granted herein and the incidentals to such easement include, without limitation, the following: retaining walls, drainage, ditches and public utilities as well as general utility purposes for any and all utility service facilities, including, but not limited to, poles, pipes, drains, ditches, wires, cables, lines, pipelines and conduits for electrical, telephone, television, telecommunication, gas, storm, storm water, sanitary, sewer, water, drainage and other utility services, and all appurtenances and uses pertaining thereto and/or associated therewith, together with the right to trim and remove trees and other vegetation, over, above, on, under, in, across, along and through the real property.

Therefore, the easement rights granted herein, and the rights of Grantee hereunder and pursuant hereto, shall also include the following: the right of ingress and egress, from and to the easement and the easement area described in this instrument, across the lands of Grantor for all

purposes convenient or useful in connection with or incidental to the use or the exercise of the rights granted in this instrument at locations that will not unreasonably interfere with Grantor's reasonable use of the remainder of Grantor's property; the right to construct, reconstruct, repair, replace, operate and maintain said facilities, including without limitation construction, installation, operation, maintenance, repair, replacement, removal and/or enlargement of a retaining wall or walls, a ditch or ditches and/or a drain or drains, including without limitation a water, storm water and/or waste water drain(s), drainage and other ditch(es), channel(s), pipe(s), pipeline(s), basin(s) and/or catch basin(s), together with any and all appurtenances pertaining thereto, and the right to enter upon, pass and re-pass over, along and beside said easement and the easement area; and the right to deposit tools, implements and materials thereon by said Grantee, its officers, agents, representatives, employees, successors and assigns, and by any consultant, contractor, subcontractor, supplier and its or their officers, agents, representatives and employees engaged by, through or under Grantee, its successors and assigns, whenever and wherever necessary for the purposes set forth in this instrument.

The term Grantor as used in this instrument shall mean and include, and this conveyance is binding upon, the Grantor named herein as well as such Grantor's heirs, assigns and/or successors-in-interest.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated: 3-17-14

GRANTOR: Timothy C. and Denise D. Russel

By: Timothy C. Russel

Printed: Tim Russel

Title: Seller

By: Denise D. Russel

Printed: DENISE A RUSSEL

Title: SELLER

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On 9/8, 2014 before me, R. Martinez, notary public, personally appeared **Timothy C. Russel,** 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.

R. MARTINEZ
Commission # 1920933
Notary Public - California
San Diego County
My Comm. Expires Jan 8, 2015

Signature of Notary Public

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On 9-8, 2014 before me, Judy Hill, notary public, personally appeared **Denise D. Russel,** 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.

JUDY HILL
Commission # 2041268
Notary Public - California
San Diego County
My Comm. Expires Oct 11, 2017

Judy Hill
Signature of Notary Public

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this exclusive easement for public bikeway to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
for Gary Gallegos (or designee)
Executive Director

Date: 6-4-2014

Russel_179-185-07_PermEsmt.docx

EXHIBIT "A" TO
EASEMENT DEED

Legal Description of Easement
[APN(s): 179-185-07]

[attached behind this page]

PERMANENT PATH EASEMENT

APN:179-185-07-00

LEGAL DESCRIPTION
Commencing at a point on the Southerly Right of Way of the North San Diego County Transit Development Board - Escondido Line Corridor as described in Doc # 2004-0751977, recorded in the Office of the San Diego County Recorder, August 9, 2004, said point being the Northeast corner of that portion of Lot 323 of Tract No. 3, in the City of Vista, County of San Diego, State of California, according to Map 2020, filed in the Office of the San Diego County Recorded May 4, 1927 and described in Doc # 2010-0701580, filed in the Office of said County Recorder, December 20, 2010; thence N.82°46'02"W., a distance of 38.49 feet to the POINT OF BEGINNING; said point also being the beginning of a curve to the left, of which the radius point lies S.00°34'04"W., a radial distance of 508.00 feet; thence westerly along the arc, through a central angle of 10°20'05", a distance of 91.63 feet; thence N.17°29'22"W., a distance of 7.70 feet to the point of curve of a non-tangent curve to the right, of which the radius point lies S.05°07'04"E., a radial distance of 523.65 feet; thence easterly along the arc, through a central angle of 10°14'49", a distance of 93.65 feet to the POINT OF BEGINNING.

Containing 348 square feet, more or less.

See Exhibit 'B' attached hereto and made part hereof.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California

This legal description was prepared by me or under my direct supervision.

Steven A. Heise, PLS 8788

10.31.13
Date

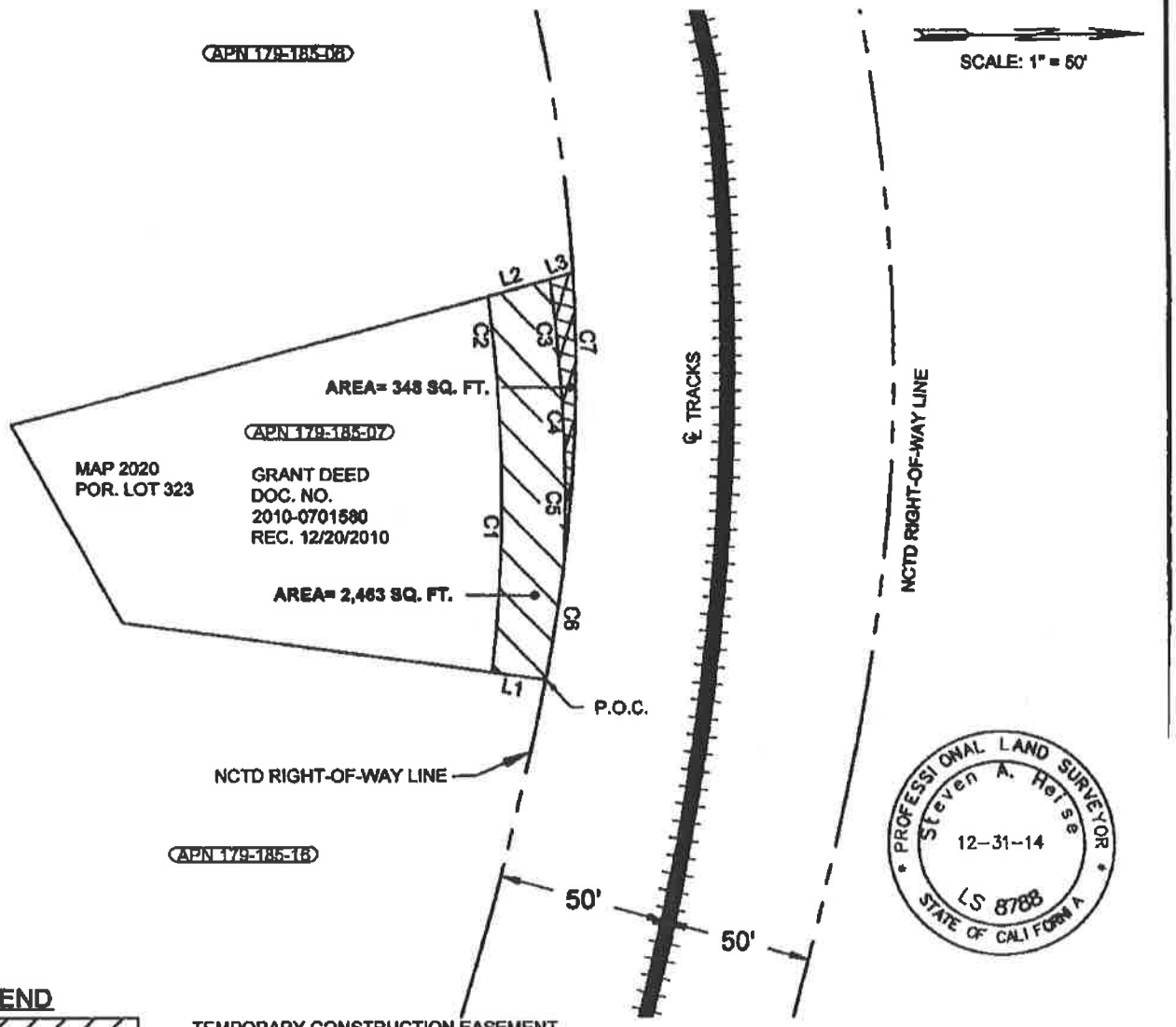
PROFESSIONAL LAND SURVEYOR
STEVEN A. HEISE
12-31-14
No. LS 8788
STATE OF CALIFORNIA

EXHIBIT "B" TO
EASEMENT DEED

Map of Real Property
[APN(s): 179-185-07]

[attached behind this page]

EXHIBIT "B"



LEGEND

	TEMPORARY CONSTRUCTION EASEMENT
	PERMANENT PATH EASEMENT
	EXISTING LOT/PARCEL LINE
	TRACK CENTERLINE
	EXISTING NCTD RIGHT-OF-WAY LINE
P.O.C.	POINT OF COMMENCEMENT

LINE DATA

L1=N05°59'48"E, L=16.99'
L2=S17°29'22"E, L=20.19'
L3=S17°29'22"E, L=7.70'

CURVE DATA

C1= Δ=08°13'18" R=488.00' L=70.03'
C2= Δ=06°05'54" R= 488.00' L=51.94'
C3= Δ=04°54'04" R= 508.00' L=43.46'
C4= Δ=10°20'05" R= 508.00' L=91.63'
C5= Δ=05°26'01" R= 508.00' L=48.18'
C6= Δ=04°12'10" R= 524.65' L=38.50'
C7= Δ=10°14'49" R= 523.65' L=93.65'

DESCRIPTION:
A PORTION OF GRANT DEED DESCRIBED IN DOC. NO. 2010-0701580

OWNER:
TIMOTHY C. RUSSEL
DENISE D. RUSSEL

ADDRESS:
203 VALLEY VIEW PLACE
VISTA, CA 92083

INLAND RAIL TRAIL

DOKKEN ENGINEERING

SHEET 1 OF 1
SCALE: 1" = 50'
DRAFTED: JC
CHECKED: SH
DATE PREPARED: 10-18-2013

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

RECORDING REQUESTED BY
STEWART TITLE CALIFORNIA 5003170

Prepared By
Chicago Title Company
1406 S. Santa Fe Avenue
Vista, CA 92084
Escrow and Order No. 73714003761/01180-98624

DOC # 2014-0473078

OCT 30, 2014 3:43 PM
OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
Ernest J. Dronenburg, Jr., COUNTY RECORDER
FEES: 0.00
OC: NA

PAGES: 12

WHEN RECORDED MAIL TO:
San Diego Association of Governments
Attn: Emilio Rodriguez, Senior Engineer
401 B Street, Suite 800
San Diego, California 92101

Portions APN(s.): 179-185-07-00

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

This Grant of Temporary Construction Easement (hereinafter referred to as this "**Instrument**") is made and entered into by the undersigned Timothy C. Russel and Denise D. Russel, husband and wife (hereinafter referred to as "**Grantor**"), with reference and respect to that certain Agreement of Purchase and Sale and Joint Escrow Instructions as further described and referenced in the second to last paragraph of this Instrument (hereinafter referred to as the "**Agreement**"). Grantor represents and warrants that it is the owner in fee simple of certain real property located in the City of Vista, County of San Diego, State of California, more fully described in ATTACHMENT "1" attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** (hereinafter referred to as "**Grantee**"), and its successors and assigns, a temporary and exclusive construction easement and right of way ("Temporary Construction Easement"), over, above, on, under, in, across, along and through that certain portion of the Property more fully described and depicted or illustrated in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Temporary Construction Easement Area**"), for the purpose of all necessary and convenient activities associated with the Inland Rail Trails Project (hereinafter referred to as the "**Project**"), as further described in the Agreement, including, without limitation, construction and/or operation of the Project.

The Temporary Construction Easement shall, unless extended, expire on the date ("**Expiration Date**") that is twelve (12) months from and after the anticipated commencement of construction within the Temporary Construction Easement Area as established in a notice given to Grantor by or on behalf of Grantee pursuant to the Agreement. The Grantee shall have an option to extend the Temporary Construction Easement on a month-to-month basis (and/or as otherwise provided in the Agreement) until construction of the Project is completed. Upon occurrence of the completion of the Project, the then-owners of record of the Property shall have the right to request and, thereafter, receive from Grantee a duly executed and acknowledged instrument in writing whereby Grantee quitclaims or otherwise releases its interest in the Temporary Construction Easement, but not the other terms and provisions of this Instrument, to

the said then-owner of record of the Property, and may cause same to be recorded in Official Records of San Diego County, California.

Grantor covenants, by and for itself, its heirs, successors and assigns, including, without limitation, any voluntary and involuntary successor(s)-in-interest to the Property or any part thereof, that Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee's sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the Temporary Construction Easement Area or which may interfere with the use of the Temporary Construction Easement Area; and Grantor shall not permit the erection, placement, or maintenance of any improvement, or undertaking of any other activity, which may interfere with the use of the Temporary Construction Easement Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the Temporary Construction Easement Area.

The Temporary Construction Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontractors and workmen to (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement, (ii) use, control and occupy the Temporary Construction Easement Area, (iii) use and temporarily place and operate tools, equipment, machinery, and materials on the Temporary Construction Easement Area, and (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora, including, without limitation, the roots thereof, located within the Temporary Construction Easement Area.

As the Temporary Construction Easement is exclusive, Grantor acknowledges and agrees that, until after the Expiration Date, Grantee has no or retains no right to use the surface or any other part of the Temporary Construction Easement Area for any purpose. Further, prior to the expiration or termination of the Temporary Construction Easement, Grantor shall not grant or dedicate any easement, right or other interest in, to, on, under or over the Temporary Construction Easement Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee's sole and unfettered discretion.

This Instrument, including, without limitation, the grant and other terms and provisions set forth or incorporated by reference herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and under this Instrument and may do so without obtaining the consent of or providing notice to Grantee.

At the expiration of the Temporary Construction Easement, Grantee shall not and shall not be required to restore the Temporary Construction Easement Area to the condition, or as near as practicable to the condition, that existed immediately prior to Grantee's operations; instead Grantee shall put the Temporary Construction Easement Area in a neat and clean condition with the soil compacted to a reasonable degree; provided, however, that Grantee's obligations in this regard shall not apply with respect to reasonable wear and tear or any changed condition or circumstance not resulting from Grantee's operations, including, without limitation, Grantee's negligence or greater fault. Similarly, Grantee shall not be required to restore (to their pre-existing condition) any vegetation, landscaping or improvements for which the Grantor has (and Grantor hereby acknowledges and agrees that Grantor has) been paid. Additionally, it is

understood that, upon said expiration or termination of the Temporary Construction Easement, Grantee shall have no other or further obligation, liability or duty in connection with the Property.

The covenants contained in this Instrument shall run with the land.

This Instrument arises from the Agreement as entered into by Grantor and Grantee on or about March 17, 2014. The terms and provisions of the Agreement are incorporated into this Instrument by this reference as if set forth in this Instrument in full. Appropriately interested parties may inspect a copy of the Agreement at the offices of Grantee.

This Instrument together with the Agreement contains the entire agreement of the parties relating to the subject matter hereof, including, without limitation, the rights herein granted and the obligations herein assumed. Any oral representations concerning or modifications of this Instrument or the Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed on the date set forth below.

Dated: 3-17-14

GRANTOR:

Timothy C. & Denise D. Russel

By: Timothy C. Russel

Name: Tim Russel

Title: Grantor / Seller

Denise D. Russel

By: Denise Russel

Name: DENISE D. RUSSEL

Title: GRANTOR / SELLER

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On 9-8, 2014 before me, Judy Hill, notary public, personally appeared **Denise D. Russel,** 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.

Judy Hill
Signature of Notary Public

JUDY HILL
Commission # 2041266
Notary Public - California
San Diego County
My Comm. Expires Oct 11, 2017

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On 9/8, 2014 before me, R. Martinez, notary public, personally appeared **Timothy C. Russel,** 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.

R. MARTINEZ
Commission # 1920933
Notary Public - California
San Diego County
My Comm. Expires Jan 8, 2015

Signature of Notary Public

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Temporary Construction Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
Gary Gallegos (or designee)
Executive Director

Date: 6-4-2014

ATTACHMENT "1"

Legal Description of Property
[APN(s): 179-185-07]

[attached behind this page]

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Diego, City of Vista and described as follows:

Parcel 1:

That portion of Lot 323 of Tract No. 3, of Rancho Vista, in the City of Vista, County of San Diego, State of California, according to Map thereof No. 2020, filed in the Office of the County Recorder of San Diego County, May 4, 1927, described as follows:

Beginning at the Northeast corner of said Lot 323; thence South 5 deg. 30' West along the Easterly line thereof 133.20 feet to a point; thence South 59 deg. 37' 30" West 72.78 feet; thence North 17 deg. 59' 10" West, 181.31 feet to a point on the Northerly line of said Lot 323; thence Easterly along said Northerly line along the arc of a 523.69 foot radius curve concave Southerly a distance of 131.92 feet to the Point of Beginning.

Parcel 2:

An easement and right of way for road and public utility purposes having a uniform width of 7.50 feet lying Southwesterly of and adjacent to the following described lines:

Beginning at a point in the Northerly terminus of Valley View Place as shown on said Map No. 2020, distant thereon 28.74 feet Westerly from the Southeasterly corner of said Lot 323, said point of beginning being also the Southwesterly corner of land described in Deed to John M. Benson, et ux, recorded October 19, 1960 as File No. 208133 of Official Records; thence along the Westerly line thereof North 41 deg. 33' West 34.14 feet and North 52 deg. 35' 50" West 80.00 feet.

Parcel 3:

An easement and right of way for road and public utility purposes over the following described land:

Beginning at a point in the Northerly terminus of Valley View Place as shown on said Map No. 2020, distant thereon 28.74 feet Westerly from the Southeasterly corner of said Lot 323, said point of beginning being also the Southwesterly corner of land described in Deed to John N. Benson, et ux, recorded October 19, 1960 as File No. 208133 of Official Records; thence along the Westerly line thereof North 41 deg. 33' West 34.14 feet and North 52 deg. 35' 50" West, 116.47 feet; thence North 52 deg. 46' 40" East, 111.62 feet to a point on the Westerly line of Parcel 1 above described; thence along said line South 17 deg. 59' 10" East, 21.18 feet to the Southwesterly corner thereof; thence South 52 deg. 46' 40" West, 59.00 feet to the beginning of a tangent curve concave Easterly having a radius of 25.00 feet; thence along the arc of said curve 45.97 feet to a point; thence South 52 deg. 35' 50" East, 64.71 feet; thence South 41 deg. 33' East, 32.42 feet to the Northerly line of said Valley View Place; thence Southwesterly along said line to the point of beginning.

APN: 179-185-07-00
(End of Legal Description)

EXHIBIT "A"

Legal Description of Temporary Construction Easement Area
[APN(s): 179-185-07]

[attached behind this page]

TEMPORARY CONSTRUCTION EASEMENT

APN:179-185-07-00

LEGAL DESCRIPTION
Beginning at a point, on the Southerly Right of Way of the North San Diego County Transit Development Board - Escondido Line Corridor as described in Doc # 2004-0751977, recorded in the Office of the San Diego County Recorder, August 9, 2004, said point being the Northeast corner of that portion of Lot 323 of Tract No. 3, in the City of Vista, County of San Diego, State of California, according to Map 2020, filed in the Office of the San Diego County Recorded May 4, 1927 and described in Doc # 2010-0701580, filed in the Office of said County Recorder, December 20, 2010, said point being the POINT OF BEGINNING; thence S.05°59'48"W., a distance of 16.99 feet to the point of curve of a non-tangent curve to the left, of which the radius point lies S.04°52'18"W., a radial distance of 488.00 feet; thence westerly along the arc, through a central angle of 08°13'18", a distance of 70.03 feet; thence continue westerly along said curve through a central angle of 06°05'54", a distance of 51.94 feet; thence N.17°29'22"W., a distance of 20.19 feet to the point of curve of a non-tangent curve to the right, of which the radius point lies S.09°46'01"E., a radial distance of 508.00 feet; thence easterly along the arc, through a central angle of 04°54'04", a distance of 43.45 feet; thence continue easterly along said curve through a central angle of 05°26'01", a distance of 48.17 feet to the point of curve of a non-tangent curve to the right, of which the radius point lies S.05°07'53"W., a radial distance of 524.84 feet; thence easterly along the arc, through a central angle of 04°12'10", a distance of 38.50 feet to the POINT OF BEGINNING.

Containing 2,463 square feet, more or less.

See Exhibit 'B' attached hereto and made part hereof.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California

This legal description was prepared by me or under my direct supervision.

Steven A. Heise, PLS 8788

10.31.13
Date

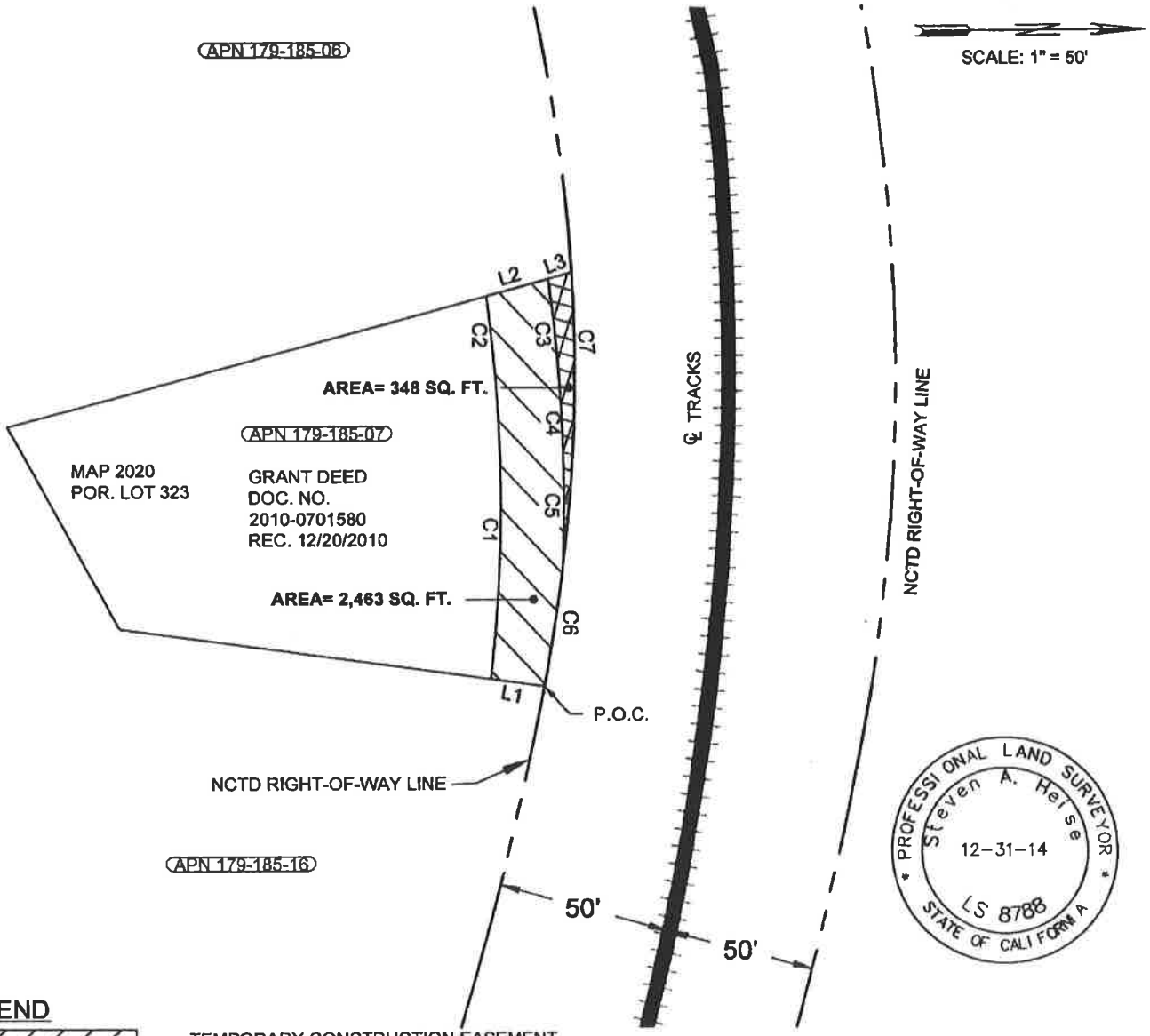


EXHIBIT "B"

Map of Temporary Construction Easement Area
[APN(s): 179-185-07]

[attached behind this page]

EXHIBIT "B"



PROFESSIONAL LAND SURVEYOR
Steven A. Heise
12-31-14
LS 8788
STATE OF CALIFORNIA

LEGEND

- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT PATH EASEMENT
- EXISTING LOT/PARCEL LINE
- TRACK CENTERLINE
- EXISTING NCTD RIGHT-OF-WAY LINE
- P.O.C. — POINT OF COMMENCEMENT

LINE DATA

L1=N05°59'48"E, L=16.99'
L2=S17°29'22"E, L=20.19'
L3=S17°29'22"E, L=7.70'

CURVE DATA

C1= Δ=08°13'18" R=488.00' L=70.03'
C2= Δ=06°05'54" R= 488.00' L=51.94'
C3= Δ=04°54'04" R= 508.00' L=43.46'
C4= Δ=10°20'05" R= 508.00' L=91.63'
C5= Δ=05°26'01" R= 508.00' L=48.18'
C6= Δ=04°12'10" R= 524.85' L=38.50'
C7= Δ=10°14'49" R= 523.65' L=93.65'

DESCRIPTION:
A PORTION OF GRANT DEED DESCRIBED IN DOC. NO. 2010-0701580

OWNER:
TIMOTHY C. RUSSEL
DENISE D. RUSSEL

ADDRESS:
203 VALLEY VIEW PLACE
VISTA, CA 92083

INLAND RAIL TRAIL

DOKKEN ENGINEERING
[redacted]

SHEET 1 OF 1
SCALE: 1" = 50'
DRAFTED: JC
CHECKED: SH
DATE PREPARED: 10-18-2013

EXHIBIT 16

GRANT OF EASEMENT FOR PUBLIC BIKEWAY, BIKE PATH AND/OR BIKE TRAIL PURPOSES

RECORDING REQUESTED BY
STEWART TITLE CALIFORNIA

3

BP-Op
OCNA
NF

RECORDING REQUESTED BY:
Chicago Title Insurance Company
1406 S Santa Fe Avenue
Vista, CA 92084
Escrow and Order No. 73714003797/01180-98690

DOC# 2015-0184802

Apr 17, 2015 08:00 AM
OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: $0.00
PCOR: N/A

WHEN RECORDED MAIL TO:
SANDAG
Attn: Emilio Rodriguez, Project Manager
401 B Street, Ste. 800
San Diego, California 92101-4231

Portions APN(s.): 179-185-06

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

EASEMENT DEED

Grant of Easement for Public Bikeway, Bike Path and/or Bike Trail Purposes

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Mark* and Danielle** Kottke ("**Grantor**"), Grantor does hereby GRANT and CONVEY to the San Diego Association of Governments ("**Grantee**"), and its successors and assigns, an exclusive easement for public bikeway, bike path and/or bike trail purposes, including without limitation bikeway, bike path and/or bike trail right of way, and appurtenances and uses associated therewith, as well as incidentals thereto, over, above, on, under, in, across, along and through that certain portion of Grantor's real property located in the City of Vista, County of San Diego, State of California, more particularly described in the legal description attached hereto as Exhibit "A" and depicted or illustrated on the map attached hereto as Exhibit "B"; both of such attachments / exhibits are incorporated herein by this reference.

The easement rights granted herein, and the rights of Grantee hereunder and pursuant hereto, shall include the right to use of the easement and/or the easement area or any part(s) of it for public bikeway, bike path, sidewalk, walkway, path and/or trail and bicycle and similar vehicle as well as pedestrian use, access, ingress and egress purposes, including without limitation the installation and maintenance of a public bikeway, bike path, sidewalk, walkway, path and/or trail, together with any and all appurtenances pertaining thereto, over, above, on, under, in, across, along and through the real property.

The appurtenances and uses associated with the easement granted herein and the incidentals to such easement include, without limitation, the following: retaining walls, drainage, ditches and public utilities as well as general utility purposes for any and all utility service facilities, including, but not limited to, poles, pipes, drains, ditches, wires, cables, lines, pipelines and conduits for electrical, telephone, television, telecommunication, gas, storm, storm water, sanitary, sewer, water, drainage and other utility services, and all appurtenances and uses pertaining thereto and/or associated therewith, together with the right to trim and remove trees and other vegetation, over, above, on, under, in, across, along and through the real property.

Therefore, the easement rights granted herein, and the rights of Grantee hereunder and pursuant hereto, shall also include the following: the right of ingress and egress, from and to the easement and the easement area described in this instrument, across the lands of Grantor for all

*Kottke **husband and wife, as community property with right of survivorship

purposes convenient or useful in connection with or incidental to the use or the exercise of the rights granted in this instrument at locations that will not unreasonably interfere with Grantor's reasonable use of the remainder of Grantor's property; the right to construct, reconstruct, repair, replace, operate and maintain said facilities, including without limitation construction, installation, operation, maintenance, repair, replacement, removal and/or enlargement of a retaining wall or walls, a ditch or ditches and/or a drain or drains, including without limitation a water, storm water and/or waste water drain(s), drainage and other ditch(es), channel(s), pipe(s), pipeline(s), basin(s) and/or catch basin(s), together with any and all appurtenances pertaining thereto, and the right to enter upon, pass and re-pass over, along and beside said easement and the easement area; and the right to deposit tools, implements and materials thereon by said Grantee, its officers, agents, representatives, employees, successors and assigns, and by any consultant, contractor, subcontractor, supplier and its or their officers, agents, representatives and employees engaged by, through or under Grantee, its successors and assigns, whenever and wherever necessary for the purposes set forth in this instrument.

The term Grantor as used in this instrument shall mean and include, and this conveyance is binding upon, the Grantor named herein as well as such Grantor's heirs, assigns and/or successors-in-interest.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated: 03/28/2014

GRANTOR: Mark and Danielle Kottke

By: _____ By: _____

Printed: MARK KOTTKE Printed: Danielle Kottke

Title: _____ Title: _____

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On March 28, 2014 before me, R. Martinez, notary public, personally appeared Mark Kottke & Danielle Kottke, 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 of Notary Public

R. MARTINEZ
Commission # 1920933
Notary Public - California
San Diego County
My Comm. Expires Jan 8, 2015

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this exclusive easement for public bikeway to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
Gary Gallegos (or designee)
Executive Director

Date: 6-4-2014

EXHIBIT "A" TO
EASEMENT DEED

Legal Description of Easement
[APN(s): 179-185-06]

[attached behind this page]

PERMANENT PATH EASEMENT

APN:179-185-06-00

LEGAL DESCRIPTION
Beginning at a point on the Southerly Right of Way of the North San Diego County Transit Development Board - Escondido Line Corridor as described in Doc # 2004-0751977, recorded in the Office of the San Diego County Recorder, August 9, 2004, said point being the Northeast corner of that portion of Lot 323 of Tract No. 3, in the City of Vista, County of San Diego, State of California, according to Map 2020, filed in the Office of the San Diego County Recorded May 4, 1927 and described in Doc # 2013-0219255, filed in the Office of said County Recorder, April 8, 2013, said point also being the POINT OF BEGINNING; thence S.17°29'22"E., a distance of 7.70 feet to the point of curve of a non-tangent curve to the left, of which the radius point lies S.09°46'31"E., a radial distance of 509.49 feet; thence westerly along the arc, through a central angle of 11°28'37", a distance of 102.06 feet; thence N.31°00'22"W., a distance of 16.81 feet to the point of curve of a non-tangent curve to the right, of which the radius point lies S.16°43'30"E., a radial distance of 527.29 feet; thence easterly along the arc, through a central angle of 11°35'13", a distance of 106.63 feet to the POINT OF BEGINNING.

Containing 1,250 square feet, more or less.

See Exhibit 'B' attached hereto and made part hereof.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California

This legal description was prepared by me or under my direct supervision.

Steven A. Heise, PLS 8788

10.31.13
Date

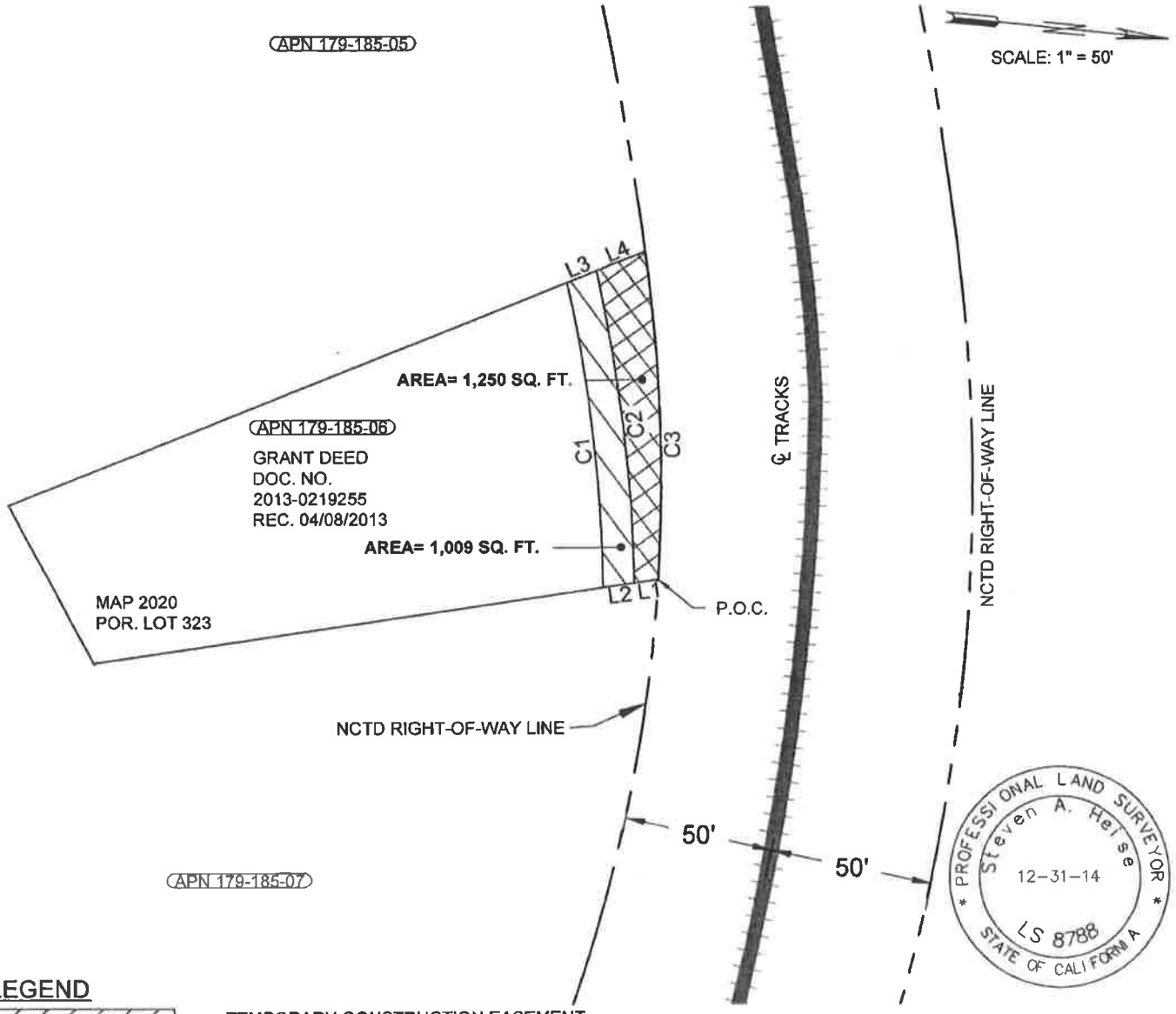
PROFESSIONAL LAND SURVEYOR
STEVEN A. HEISE
12.31.14
No. LS 8788
STATE OF CALIFORNIA

EXHIBIT "B" TO
EASEMENT DEED

Map of Real Property
[APN(s): 179-185-06]

[attached behind this page]

EXHIBIT "B"



PROFESSIONAL LAND SURVEYOR
Steven A. Hetse
12-31-14
LS 8788
STATE OF CALIFORNIA

LEGEND

	TEMPORARY CONSTRUCTION EASEMENT
	PERMANENT PATH EASEMENT
	EXISTING LOT/PARCEL LINE
	TRACK CENTERLINE
	EXISTING NCTD RIGHT-OF-WAY LINE
P.O.C.	POINT OF COMMENCEMENT

LINE DATA
L1=N17°29'22"W, L=7.70'
L2=N17°29'22"W, L=10.09'
L3=S31°00'22"E, L=10.16'
L4=S31°00'22"E, L=16.81'

CURVE DATA
C1= Δ=11°27'31" R=498.45' L=99.69'
C2= Δ=11°28'37" R= 509.49' L=102.06'
C3= Δ=11°35'13" R= 527.29' L=106.63'

DESCRIPTION:
A PORTION OF GRANT DEED DESCRIBED IN DOC. NO. 2013-0219255

OWNER:
MARK KOTTKE
DANIELLE KOTTKE

ADDRESS:
205 VALLEY VIEW PLACE
VISTA, CA 92083

INLAND RAIL TRAIL

DOKKEN ENGINEERING
6975 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123
(858) 514-8377

SHEET 1 OF 1
SCALE: 1" = 50'
DRAFTED: JC
CHECKED: SH
DATE PREPARED: 10-18-2013

P:\1946_Inland_Rail_Trail\460\SURVEY PLATS\Priority 1\45_179-185-06.dwg Monday, Oct. 28 2013 9:22am jonoc

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

RECORDING REQUESTED BY
STEWART TITLE CALIFORNIA

RECORDING REQUESTED BY:
Chicago Title Insurance Company
1406 S. Santa Fe Avenue
Vista, CA 92084
Escrow and Order No. 73714003797/01180-98690

DOC# 2015-0184803

Apr 17, 2015 08:00 AM
OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: $0.00
PCOR: N/A

WHEN RECORDED MAIL TO:
San Diego Association of Governments
Attn: Emilio Rodriguez, Senior Engineer
401 B Street, Suite 800
San Diego, California 92101

Portions APN(s.): 179-185-06

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

This Grant of Temporary Construction Easement (hereinafter referred to as this "**Instrument**") is made and entered into by the undersigned Mark* and Danielle Kottke** (hereinafter referred to as "**Grantor**"), with reference and respect to that certain Agreement of Purchase and Sale and Joint Escrow Instructions as further described and referenced in the second to last paragraph of this Instrument (hereinafter referred to as the "**Agreement**"). Grantor represents and warrants that it is the owner in fee simple of certain real property located in the City of Vista, County of San Diego, State of California, more fully described in ATTACHMENT "1" attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** (hereinafter referred to as "**Grantee**"), and its successors and assigns, a temporary and exclusive construction easement and right of way ("Temporary Construction Easement"), over, above, on, under, in, across, along and through that certain portion of the Property more fully described and depicted or illustrated in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Temporary Construction Easement Area**"), for the purpose of all necessary and convenient activities associated with the Inland Rail Trails Project (hereinafter referred to as the "**Project**"), as further described in the Agreement, including, without limitation, construction and/or operation of the Project.

The Temporary Construction Easement shall, unless extended, expire on the date ("**Expiration Date**") that is twelve (12) months from and after the anticipated commencement of construction within the Temporary Construction Easement Area as established in a notice given to Grantor by or on behalf of Grantee pursuant to the Agreement. The Grantee shall have an option to extend the Temporary Construction Easement on a month-to-month basis (and/or as otherwise provided in the Agreement) until construction of the Project is completed. Upon occurrence of the completion of the Project, the then-owners of record of the Property shall have the right to request and, thereafter, receive from Grantee a duly executed and acknowledged instrument in writing whereby Grantee quitclaims or otherwise releases its interest in the Temporary Construction Easement, but not the other terms and provisions of this Instrument, to

*Kottke **husband and wife, as community property with right of survivorship

the said then-owner of record of the Property, and may cause same to be recorded in Official Records of San Diego County, California.

Grantor covenants, by and for itself, its heirs, successors and assigns, including, without limitation, any voluntary and involuntary successor(s)-in-interest to the Property or any part thereof, that Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee's sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the Temporary Construction Easement Area or which may interfere with the use of the Temporary Construction Easement Area; and Grantor shall not permit the erection, placement, or maintenance of any improvement, or undertaking of any other activity, which may interfere with the use of the Temporary Construction Easement Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the Temporary Construction Easement Area.

The Temporary Construction Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontractors and workmen to (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement, (ii) use, control and occupy the Temporary Construction Easement Area, (iii) use and temporarily place and operate tools, equipment, machinery, and materials on the Temporary Construction Easement Area, and (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora, including, without limitation, the roots thereof, located within the Temporary Construction Easement Area.

As the Temporary Construction Easement is exclusive, Grantor acknowledges and agrees that, until after the Expiration Date, Grantor has no or retains no right to use the surface or any other part of the Temporary Construction Easement Area for any purpose. Further, prior to the expiration or termination of the Temporary Construction Easement, Grantor shall not grant or dedicate any easement, right or other interest in, to, on, under or over the Temporary Construction Easement Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee's sole and unfettered discretion.

This Instrument, including, without limitation, the grant and other terms and provisions set forth or incorporated by reference herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and under this Instrument and may do so without obtaining the consent of or providing notice to Grantee.

At the expiration of the Temporary Construction Easement, Grantee shall not and shall not be required to restore the Temporary Construction Easement Area to the condition, or as near as practicable to the condition, that existed immediately prior to Grantee's operations; instead Grantee shall put the Temporary Construction Easement Area in a neat and clean condition with the soil compacted to a reasonable degree; provided, however, that Grantee's obligations in this regard shall not apply with respect to reasonable wear and tear or any changed condition or circumstance not resulting from Grantee's operations, including, without limitation, Grantee's negligence or greater fault. Similarly, Grantee shall not be required to restore (to their pre-existing condition) any vegetation, landscaping or improvements for which the Grantor has (and Grantor hereby acknowledges and agrees that Grantor has) been paid. Additionally, it is

understood that, upon said expiration or termination of the Temporary Construction Easement, Grantee shall have no other or further obligation, liability or duty in connection with the Property.

The covenants contained in this Instrument shall run with the land.

This Instrument arises from the Agreement as entered into by Grantor and Grantee on or about March 28, 2014. The terms and provisions of the Agreement are incorporated into this Instrument by this reference as if set forth in this Instrument in full. Appropriately interested parties may inspect a copy of the Agreement at the offices of Grantee.

This Instrument together with the Agreement contains the entire agreement of the parties relating to the subject matter hereof, including, without limitation, the rights herein granted and the obligations herein assumed. Any oral representations concerning or modifications of this Instrument or the Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed on the date set forth below.

Dated: 03/28/2014

GRANTOR:

Mark and Danielle Kottke

By: Mark Kottke

Name: MARK KOTTKE

Title: _____

By: Danielle Kottke

Name: Danielle Kottke

Title: _____

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On March 28, 2014 before me, R. Martinez, notary public, personally appeared Mark Kottke and Danielle Kottke, 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.

R. MARTINEZ
Commission # 1920933
Notary Public - California
San Diego County
My Comm. Expires Jan 8, 2015

Signature of Notary Public

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Temporary Construction Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
for Gary Gallegos (or designee)
Executive Director

Date: 6-4-2014

Kottke 179-185-06 TCE

ATTACHMENT "1"

Legal Description of Property
[APN(s): 179-185-06]

[attached behind this page]

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Diego, City of Vista and described as follows:

Parcel 1:

That portion of Lot 323 of Tract No. 3 of Rancho Vista, in the City of Vista, County of San Diego, State of California, as per Map thereof No. 2020, filed in the Office of the County Recorder of San Diego County, May 4, 1927, described as follows:

Commencing at the Northeast corner of said Lot 323; thence South 5° 30' 00" West along the Easterly line thereof, 133.20 feet to a point; thence South 59° 37' 30" West 72.78 feet to the true point of beginning; thence South 52° 46' 40" West, 57.54 feet; thence North 31° 30' 10" West, 218.80 feet to a point on the Northerly line of said Lot 323; thence Easterly along said Northerly line 106.46 feet to an intersection with a line that bears North 17° 59' 10" West from the true point of beginning; thence along said line South 17° 59' 10" East, 181.31 feet to the true point of beginning.

Parcel 2:

An easement and right of way for road and public utility purposes having a uniform width of 7.50 feet lying Southwesterly of and adjacent to the following described line:

Beginning at a point in the Northerly terminus of Valley View Place as shown on said Map No. 2020, distant thereon 28.74 feet Westerly from the Southeasterly corner of said Lot 323, said point of beginning being also the Southwesterly corner of land described in deed to John M. Benson, et ux recorded October 19, 1960 as Document No. 208133 of Official Records; thence along the Westerly line thereof North 41° 33' 00" West 34.14 feet and North 52° 35' 50" West, 80.00 feet.

Parcel 3:

An easement and right of way for road and public utility purposes over the following described land:

Beginning at a point in the Northerly terminus of Valley View Place as shown on said Map No. 2020, distant thereon 28.74 feet Westerly from the Southeasterly corner of said Lot 323, said point of beginning being also the Southwesterly corner of land described in deed to John M. Benson, et ux recorded October 19, 1960 as Document No. 208133 of Official Records; thence along the Westerly line thereof North 41° 33' 00" West 34.14 feet and North 52° 35' 50" West 116.47 feet; thence North 52° 46' 40" East 111.62 feet to a point on the Easterly line of Parcel 1 above described; thence along said line South 17° 59' 10" East, 21.18 feet to the Southeasterly corner thereof; thence South 52° 46' 40" West 59.00 feet to the beginning of a tangent curve concave Easterly having a radius of 25.00 feet; thence along the arc of said curve 45.97 feet to a point; thence South 52° 35' 50" East, 64.71 feet; thence South 41° 33' 00" East, 32.42 feet to the Northerly line of said Valley View Place; thence Southwesterly along said line to the point of beginning.

Excepting from said easement that portion thereof lying within the property described in Parcel 1 above.

APN: 179-185-06-00
(End of Legal Description)

EXHIBIT "A"

Legal Description of Temporary Construction Easement Area
[APN(s): 179-185-06]

[attached behind this page]

TEMPORARY CONSTRUCTION EASEMENT

APN:179-185-06-00

LEGAL DESCRIPTION
Commencing at a point on the southerly Right of Way of the North San Diego County Transit Development Board - Escondido Line Corridor as described in Doc # 2004-0751977, recorded in the Office of the San Diego County Recorder, August 9, 2004, said point being the Southeast corner of Lot 32 of the Richardson's Addition to Vista, in the City of Vista, County of San Diego, State of California, according to Map 1501, filed in the Office of the San Diego County Recorded December 4, 1912 and described in Doc # 2001-0452792, filed in the Office of said County Recorder, July 3, 2001; thence S.17°29'22"E., a distance of 7.70 feet to the POINT OF BEGINNING; thence continue southerly along said line, a distance of 10.09 feet to the point of curve of a non-tangent curve to the left, of which the radius point lies S.09°36'48"E., a radial distance of 498.45 feet; thence westerly along the arc, through a central angle of 11°27'31", a distance of 99.69 feet; thence N.31°00'22"W., a distance of 10.16 feet to the point of curve of a non-tangent curve to the right, of which the radius point lies S.21°15'11"E., a radial distance of 509.40 feet; thence easterly along the arc, through a central angle of 11°28'44", a distance of 102.06 feet to the POINT OF BEGINNING.

Containing 1,009 square feet, more or less.

See Exhibit 'B' attached hereto and made part hereof.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California

This legal description was prepared by me or under my direct supervision.

Steven A. Heise, PLS 8788

10·31·13
Date

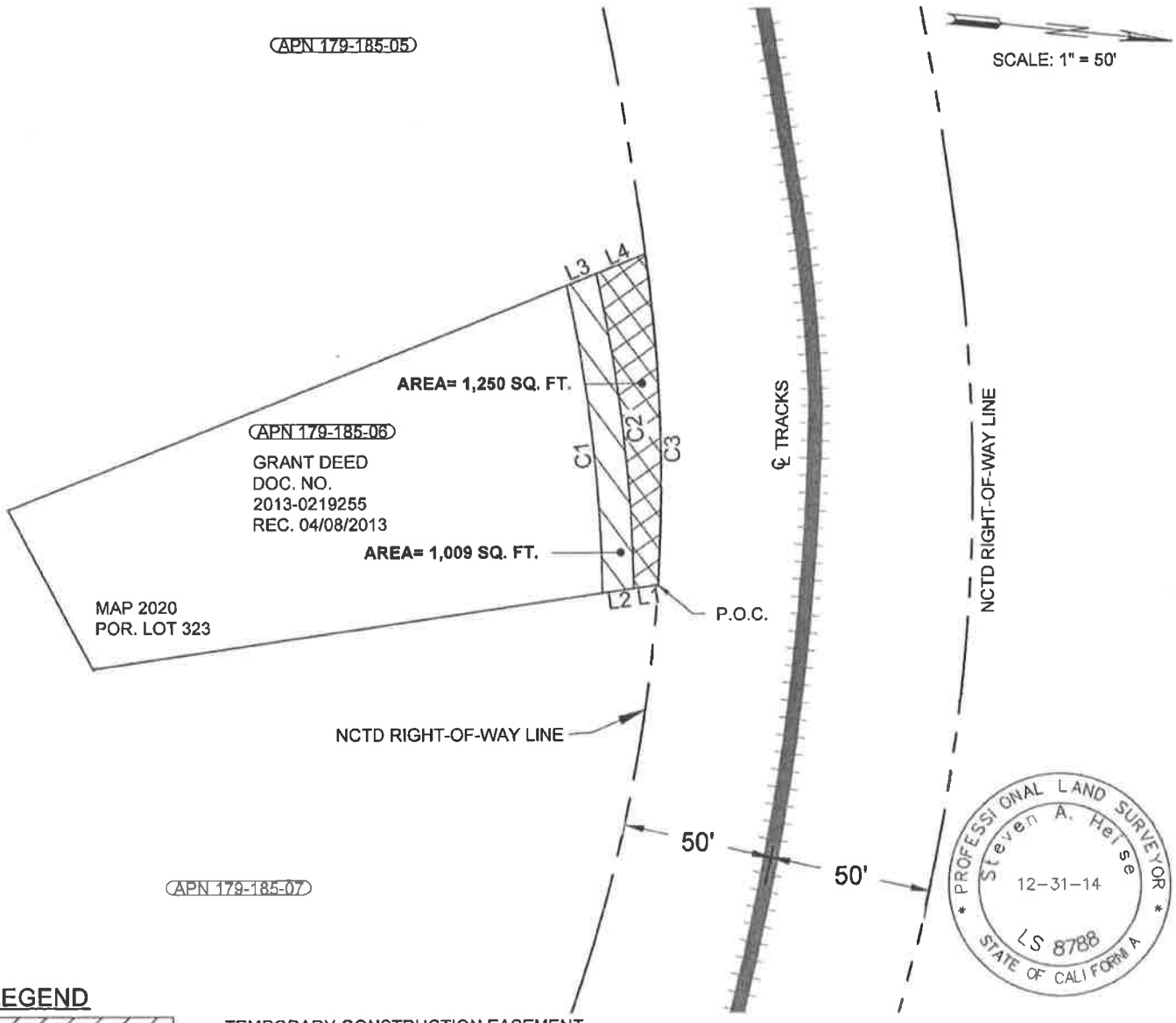


EXHIBIT "B"

Map of Temporary Construction Easement Area
[APN(s): 179-185-06]

[attached behind this page]

EXHIBIT "B"



LEGEND

	TEMPORARY CONSTRUCTION EASEMENT
	PERMANENT PATH EASEMENT
	EXISTING LOT/PARCEL LINE
	TRACK CENTERLINE
	EXISTING NCTD RIGHT-OF-WAY LINE
P.O.C.	POINT OF COMMENCEMENT

LINE DATA
L1=N17°29'22"W, L=7.70'
L2=N17°29'22"W, L=10.09'
L3=S31°00'22"E, L=10.16'
L4=S31°00'22"E, L=16.81'

CURVE DATA
C1= Δ=11°27'31" R=498.45' L=99.69'
C2= Δ=11°28'37" R= 509.49' L=102.06'
C3= Δ=11°35'13" R= 527.29' L=106.63'

DESCRIPTION:
A PORTION OF GRANT DEED DESCRIBED IN DOC. NO. 2013-0219255

OWNER:
MARK KOTTKE
DANIELLE KOTTKE

ADDRESS:
205 VALLEY VIEW PLACE
VISTA, CA 92083

INLAND RAIL TRAIL

DOKKEN ENGINEERING
6975 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123
(858) 514-8377

SHEET 1 OF 1
SCALE: 1" = 50'
DRAFTED: JC
CHECKED: SH
DATE PREPARED: 10-18-2013

P:\1948_Inland_Rail_Trail\460\SURVEY PLATS\Priority 1\45_179-185-06.dwg Monday, Oct. 28 2013 9:22am jmac

EXHIBIT 17

GRANT OF EASEMENT FOR PUBLIC BIKEWAY, BIKE PATH AND/OR BIKE TRAIL PURPOSES

RECORDING REQUESTED BY
STEWART TITLE

5003173

Prepared BY:
Chicago Title Insurance Company
1406 S. Santa Fe Avenue
Vista, CA 92084
Escrow and Order No.
7374007103/01180-59016

WHEN RECORDED MAIL TO:
SANDAG
Attn: Emilio Rodriguez, Project Manager
401 B Street, Ste. 800
San Diego, California 92101-4231

DOC # 2014-0453047

OCT 20, 2014 8:00 AM
OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
Ernest J. Dronenburg, Jr., COUNTY RECORDER
FEES: 0.00
OC: NA

PAGES: 8

Portions APN(s.): 179-185-04

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

EASEMENT DEED

Grant of Easement for Public Bikeway, Bike Path and/or Bike Trail Purposes

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Michael A. Silva, Successor Trustee of The Silva Family Living Trust ("**Grantor**"), Grantor does hereby GRANT and CONVEY to the San Diego Association of Governments ("**Grantee**"), and its successors and assigns, an exclusive easement for public bikeway, bike path and/or bike trail purposes, including without limitation bikeway, bike path and/or bike trail right of way, and appurtenances and uses associated therewith, as well as incidentals thereto, over, above, on, under, in, across, along and through that certain portion of Grantor's real property located in the City of Visat, County of San Diego, State of California, more particularly described in the legal description attached hereto as Exhibit "A" and depicted or illustrated on the map attached hereto as Exhibit "B"; both of such attachments / exhibits are incorporated herein by this reference.

The easement rights granted herein, and the rights of Grantee hereunder and pursuant hereto, shall include the right to use of the easement and/or the easement area or any part(s) of it for public bikeway, bike path, sidewalk, walkway, path and/or trail and bicycle and similar vehicle as well as pedestrian use, access, ingress and egress purposes, including without limitation the installation and maintenance of a public bikeway, bike path, sidewalk, walkway, path and/or trail, together with any and all appurtenances pertaining thereto, over, above, on, under, in, across, along and through the real property.

The appurtenances and uses associated with the easement granted herein and the incidentals to such easement include, without limitation, the following: retaining walls, drainage, ditches and public utilities as well as general utility purposes for any and all utility service facilities, including, but not limited to, poles, pipes, drains, ditches, wires, cables, lines, pipelines and conduits for electrical, telephone, television, telecommunication, gas, storm, storm water, sanitary, sewer, water, drainage and other utility services, and all appurtenances and uses pertaining thereto and/or associated therewith, together with the right to trim and remove trees and other vegetation, over, above, on, under, in, across, along and through the real property.

Therefore, the easement rights granted herein, and the rights of Grantee hereunder and pursuant hereto, shall also include the following: the right of ingress and egress, from and to the easement and the easement area described in this instrument, across the lands of Grantor for all purposes convenient or useful in connection with or incidental to the use or the exercise of the rights granted in this instrument at locations that will not unreasonably interfere with Grantor's reasonable use of the remainder of Grantor's property; the right to construct, reconstruct, repair, replace, operate and maintain said facilities, including without limitation construction, installation, operation, maintenance, repair, replacement, removal and/or enlargement of a retaining wall or walls, a ditch or ditches and/or a drain or drains, including without limitation a water, storm water and/or waste water drain(s), drainage and other ditch(es), channel(s), pipe(s), pipeline(s), basin(s) and/or catch basin(s), together with any and all appurtenances pertaining thereto, and the right to enter upon, pass and re-pass over, along and beside said easement and the easement area; and the right to deposit tools, implements and materials thereon by said Grantee, its officers, agents, representatives, employees, successors and assigns, and by any consultant, contractor, subcontractor, supplier and its or their officers, agents, representatives and employees engaged by, through or under Grantee, its successors and assigns, whenever and wherever necessary for the purposes set forth in this instrument.

The term Grantor as used in this instrument shall mean and include, and this conveyance is binding upon, the Grantor named herein as well as such Grantor's heirs, assigns and/or successors-in-interest.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated: June 18, 2014

GRANTOR:

Silva Family Living Trust

Michael A. Silva, Successor Trustee

Michael A. Silva, Successor Trustee

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On July 14, 2014 before me, R. Martinez, notary public, personally appeared **Michael A. Silva,** 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.

R. MARTINEZ
Commission # 1920933
Notary Public - California
San Diego County
My Comm. Expires Jan 8, 2015

Signature of Notary Public

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
for Gary Gallegos (or designee)
Executive Director

Date: 8-14-2014

EXHIBIT "A" TO
EASEMENT DEED

Legal Description of Easement
[APN(s): 179-185-04]

[attached behind this page]

PERMANENT PATH EASEMENT

APN:179-185-04-00

LEGAL DESCRIPTION

A Permanent Path easement over that portion of Lot 323 of Rancho Vista Tract No.3, in the City Vista, the County of San Diego, the State of California, according to Map thereof No. 2020, filed in the Office of the San Diego County Recorder, May 4, 1927 and described in Doc # 2005-0953490, filed in the Office of San Diego County Recorder, November 2, 2005, being more precisely described as the Northerly 19 feet of said Lot.

Containing 2,289 square feet, more or less.

See Exhibit 'B' attached hereto and made part hereof.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California

This legal description was prepared by me or under my direct supervision.

Steven A. Heise, PLS 8788

01/29/2014
Date

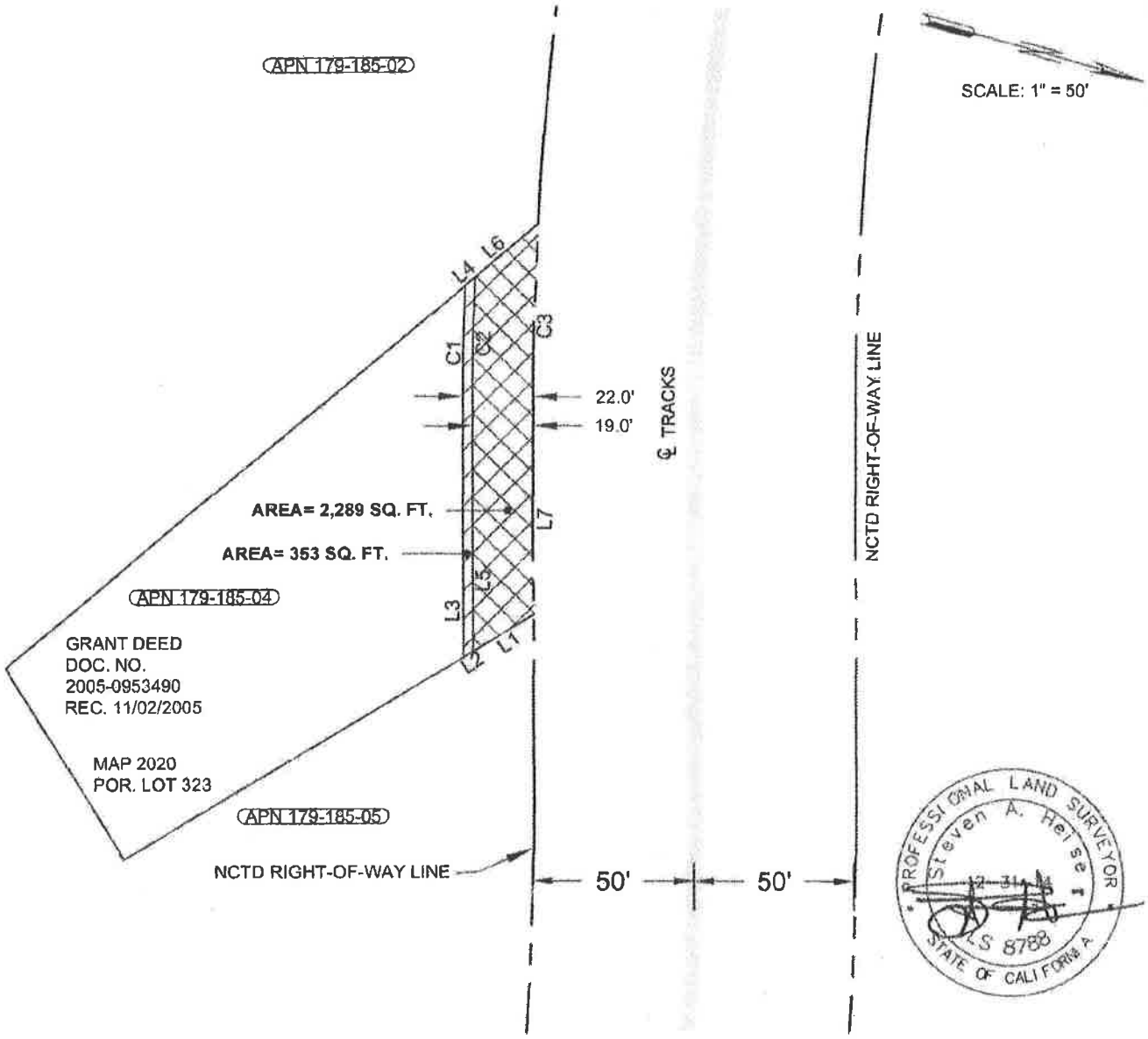


EXHIBIT "B" TO
EASEMENT DEED

Map of Real Property
[APN(s): 179-185-04]

[attached behind this page]

EXHIBIT "B"



LEGEND

- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT PATH EASEMENT
- EXISTING LOT/PARCEL LINE
- TRACK CENTERLINE
- EXISTING NCTD RIGHT-OF-WAY LINE

LINE DATA

L1=S51°59'04"E, L=22.20'
L2=S51°59'04"E, L=3.51'
L3=N69°09'46"E, L=68.97'
L4=N60°57'59"W, L=4.07'
L5=N69°09'46"E, L=67.15'
L6=N60°57'59"W, L=25.95'
L7=N69°09'46"E, L=55.67'

CURVE DATA

C1= Δ=02°15'42" R=1218.21' L=48.09'
C2= Δ=02°23'27" R=1215.21' L=50.71'
C3= Δ=03°13'52" R=1196.21' L=67.46'

DESCRIPTION:
A PORTION OF GRANT DEED DESCRIBED IN DOC. NO. 2005-0953490

OWNER:
SILVA FAMILY LIVING TRUST

ADDRESS:
924 PHILLIPS STREET
VISTA, CA 92083

INLAND RAIL TRAIL

DOKKEN ENGINEERING
5976 RUFFIN ROAD
SUITE 200
SAN DIEGO, CA 92123
(858) 514-8377

SHEET 1 OF 1
SCALE: 1" = 50'
DRAFTED: JC
CHECKED: SH
DATE PREPARED: 01-28-2013

P:\1948_Inland_Rail_Trail\480\SURVEY PLATS\Priority 1\47_179-185-04 Alt 2.dwg Monday, Feb. 03 2014 2:45pm kated

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

RECORDING REQUESTED BY
STEWART TITLE CALIFORNIA 5003173

Prepared BY:
Chicago Title Insurance Company
1406 S. Santa Fe Avenue
Vista, CA 92084
Escrow and Order No.
73714007103/01180-59016

f6
13p
OCNA
NF

WHEN RECORDED MAIL TO:
San Diego Association of Governments
Attn: Emilio Rodriguez, Senior Engineer
401 B Street, Suite 800
San Diego, California 92101

DOC # 2014-0453048

OCT 20, 2014 8:00 AM
OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
Ernest J. Dronenburg, Jr., COUNTY RECORDER
FEES: 0.00
OC: NA

PAGES: 13

Portions APN(s.): 179-185-04

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

This Grant of Temporary Construction Easement (hereinafter referred to as this "**Instrument**") is made and entered into by the undersigned Michael A. Silva, Successor Trustee of The Silva Family Living Trust (hereinafter referred to as "**Grantor**"), with reference and respect to that certain Temporary Construction Easement Agreement **[or** Agreement of Purchase and Sale and Joint Escrow Instructions] as further described and referenced in the second to last paragraph of this Instrument (hereinafter referred to as the "**Agreement**"). Grantor represents and warrants that it is the owner in fee simple of certain real property located in the City of Vista, County of San Diego, State of California, more fully described in ATTACHMENT "1" attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** (hereinafter referred to as "**Grantee**"), and its successors and assigns, a temporary and exclusive construction easement and right of way ("Temporary Construction Easement"), over, above, on, under, in, across, along and through that certain portion of the Property more fully described and depicted or illustrated in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Temporary Construction Easement Area**"), for the purpose of all necessary and convenient activities associated with the Inland Rail Trails Project (hereinafter referred to as the "**Project**"), as further described in the Agreement, including, without limitation, construction and/or operation of the Project.

The Temporary Construction Easement shall, unless extended, expire on the date ("**Expiration Date**") that is twelve (12) months from and after the anticipated commencement of construction within the Temporary Construction Easement Area as established in a notice given to Grantor by or on behalf of Grantee pursuant to the Agreement. The Grantee shall have an option to extend the Temporary Construction Easement on a month-to-month basis (and/or as otherwise provided in the Agreement) until construction of the Project is completed. Upon occurrence of the completion of the Project, the then-owners of record of the Property shall have the right to request and, thereafter, receive from Grantee a duly executed and acknowledged instrument in writing whereby Grantee quitclaims or otherwise releases its interest in the

Temporary Construction Easement, but not the other terms and provisions of this Instrument, to the said then-owner of record of the Property, and may cause same to be recorded in Official Records of San Diego County, California.

Grantor covenants, by and for itself, its heirs, successors and assigns, including, without limitation, any voluntary and involuntary successor(s)-in-interest to the Property or any part thereof, that Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee's sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the Temporary Construction Easement Area or which may interfere with the use of the Temporary Construction Easement Area; and Grantor shall not permit the erection, placement, or maintenance of any improvement, or undertaking of any other activity, which may interfere with the use of the Temporary Construction Easement Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the Temporary Construction Easement Area.

The Temporary Construction Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontrators and workmen to (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement, (ii) use, control and occupy the Temporary Construction Easement Area, (iiii) use and temporarily place and operate tools, equipment, machinery, and materials on the Temporary Construction Easement Area, and (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora, including, without limitation, the roots thereof, located within the Temporary Construction Easement Area.

As the Temporary Construction Easement is exclusive, Grantor acknowledges and agrees that, until after the Expiration Date, Grantor has no or retains no right to use the surface or any other part of the Temporary Construction Easement Area for any purpose. Further, prior to the expiration or termination of the Temporary Construction Easement, Grantor shall not grant or dedicate any easement, right or other interest in, to, on, under or over the Temporary Construction Easement Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee's sole and unfettered discretion.

This Instrument, including, without limitation, the grant and other terms and provisions set forth or incorporated by reference herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and under this Instrument and may do so without obtaining the consent of or providing notice to Grantee.

At the expiration of the Temporary Construction Easement, Grantee shall not and shall not be required to restore the Temporary Construction Easement Area to the condition, or as near as practicable to the condition, that existed immediately prior to Grantee's operations; instead Grantee shall put the Temporary Construction Easement Area in a neat and clean condition with the soil compacted to a reasonable degree; provided, however, that Grantee's obligations in this regard shall not apply with respect to reasonable wear and tear or any changed condition or circumstance not resulting from Grantee's operations, including, without limitation, Grantee's negligence or greater fault. Similarly, Grantee shall not be required to restore (to their pre-existing condition) any vegetation, landscaping or improvements for which the Grantor has (and

Grantor hereby acknowledges and agrees that Grantor has) been paid. Additionally, it is understood that, upon said expiration or termination of the Temporary Construction Easement, Grantee shall have no other or further obligation, liability or duty in connection with the Property.

The covenants contained in this Instrument shall run with the land.

This Instrument arises from the Agreement as entered into by Grantor and Grantee on or about **June 18** __, 2014. The terms and provisions of the Agreement are incorporated into this Instrument by this reference as if set forth in this Instrument in full. Appropriately interested parties may inspect a copy of the Agreement at the offices of Grantee.

This Instrument together with the Agreement contains the entire agreement of the parties relating to the subject matter hereof, including, without limitation, the rights herein granted and the obligations herein assumed. Any oral representations concerning or modifications of this Instrument or the Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed on the date set forth below.

Dated: June 18, 2014

GRANTOR:

The Silva Family Living Trust

Michael A. Silva, Successor Trustee

Michael A. Silva, Successor Trustee

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On July 14, 2014 before me, R. Martinez, notary public, personally appeared **Michael A. Silva,** 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.

R. MARTINEZ
Commission # 1920933
Notary Public - California
San Diego County
My Comm. Expires Jan 8, 2015

Signature of Notary Public

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Temporary Construction Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
Gary Gallegos (or designee)
Executive Director

Date: 8-14-2014

Silva_TCE.docx

ATTACHMENT "1"

Legal Description of Property
[APN(s): 179-185-04]

[attached behind this page]

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Diego, City of Vista and described as follows:

PARCEL 1:

THAT PORTION OF LOT 323 OF RANCHO VISTA TRACT NO. 3, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 2020, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 4, 1927, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT 323, BEGINNING A POINT ON THE ARC OF A 1,196.28 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, A RADIAL LINE OF SAID CURVE BEARS SOUTH].6° 23' 00" EAST TO SAID POINT; THENCE ALONG THE NORTHWESTERLY BOUNDARY OF SAID LOT 323, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 46' 08" A DISTANCE OF 36.94 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHWESTERLY BOUNDARY AS FOLLOWS:

CONTINUING NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03° 13' 52' A DISTANCE OF 67.46 FEET; AND TANGENT TO SAID CURVE NORTH 68° 37' 00" EAST 55.67 FEET TO THE MOST NORTHERLY CORNER OF LAND DESCRIBED IN PARCEL 1 IN DEED TO EDWARD R. KULL, JR., ET UX., RECORDED SEPTEMBER 8, 1968 AS FILE NO. 135142; THENCE ALONG THE BOUNDARY OF SAID PARCEL 1 OF KULL'S LAND AS FOLLOWS:

SOUTH 52° 35' 50" EAST, 147.94 FEET TO THE MOST EASTERLY CORNER OF SAID LAND; AND SOUTH 37° 24' 10" WEST, 70.48 FEET TO A LINE WHICH BEARS SOUTH 61° 36' 05" EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 61° 36' 05" WEST, 216.01 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER, UNDER ALONG AND ACROSS THOSE PORTIONS OF LOTS 322 AND 323 OF RANCHO VISTA, TRACT NO. 3, IN THE CITY OF VISTA, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 2020, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 4, 1927, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF PARCEL 1 HEREINABOVE DESCRIBED, BEING A POINT ON THE SOUTHEASTERLY LINE OF LAND DESCRIBED IN PARCEL 1 IN DEED TO EDWARD H. KULL, JR., ET UX., RECORDED AUGUST 8, 1968 AS FILE NO. 135142; THENCE ALONG TEE BOUNDARY OF SAID PARCEL 1 OF KULL'S LAND AS FOLLOWS:

SOUTH 37° 24' 10" WEST, 69.52 FEET TO AN ANGLE POINT THEREIN; SOUTH 03° 02' 00" WEST, 0.91 FEET TO THE MOST SOUTHERLY CORNER OF SAID LAND; AND NORTH 70° 26' 20" WEST, 21.64 FEET; THENCE LEAVING SAID BOUNDARY NORTH 37° 24 '10" EAST, 73.83 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 1 HEREINABOVE DESCRIBED; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 61° 36' 05" EAST, 20.25 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

AN EASEMENT FOR ROAD AND UTILITY PURPOSES ACROSS A STRIP OF LAND 20.00 FEET IN WIDTH LYING WITHIN LOT 322 OF RANCHO VISTA TRACT NO. 3, IN THE CITY OF VISTA, IN THE

COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 2020 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 4, 1927, THE EASTERLY LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE HOST SOUTHERLY CORNER OF PARCEL 2 HEREINABOVE DESCRIBED, BEING ALSO THE NORTHWESTERLY CORNER OF LAND DESCRIBED IN DEED TO RUSSELL E. ASKEY, ET UX., RECORDED FEBRUARY 17, 1964 AS FILE NO. 19437 THENCE ALONG THE WESTERLY LINE OF SAID ASKEY'S LAND AND THE SOUTHERLY PROLONGATION THEREOF SOUTH 03° 02' 00" EAST TO THE SOUTHEASTERLY LINE OF SAID LOT 322, SAID EASEMENT TO TERMINATE NORTHERLY IN THE SOUTHWESTERLY LINE OF SAID PARCEL 2 HEREINABOVE DESCRIBED AND TO TERMINATE SOUTHERLY IN THE SOUTHEASTERLY LINE OF SAID LOT 322.

PARCEL 4:

AN EASEMENT FOR SEWER LINE PURPOSES BEING A STRIP OF LAND 10.00 FEET IN WIDTH LYING WITHIN LOT 322 OF RANCHO VISTA TRACT NO. 3, IN THE CITY OF VISTA, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 2020 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 4, 1927, THE WESTERLY AND NORTHWESTERLY BOUNDARY OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 322; THENCE ALONG THE WESTERLY AND SOUTHWESTERLY BOUNDARY OF SAID LOT 322 AS FOLLOWS:

SOUTH 10° 32' 00" EAST, 157.43 FEET; AND SOUTH 41° 34' 00" EAST; 59.67 FEET TO THE CENTER LINE OF THAT EASEMENT DESCRIBED IN DEED TO VISTA SANITATION DISTRICT, RECORDED JUNE 29, 1964 AS FILE NO. 116666; THENCE ALONG SAID CENTER LINE AS FOLLOWS:

SOUTH 75° 40' 30" EAST, 33.15 FEET TO MANHOLE NO. 6, AND SOUTH 87° 06' 25" EAST, TO THE EASTERLY LINE OF PARCEL A AS SHOWN AT PAGE 1025 OF PARCEL MAPS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 5, 1972, AND BEING THE TRUE POINT OP BEGINNING; THENCE ALONG SAID EASTERLY LINE NORTH 03° 02' 00" WEST TO THE NORTHEASTERLY CORNER OF SAID PARCEL A, BEING ALSO A POINT ON THE SOUTHWESTERLY LINE OF LAND DESCRIBED IN PARCEL 1 IN DEED TO EDWARD H. KULL, JR., ET UX., RECORDED AUGUST 8, 1968 AS FILE NO. 135142; THENCE NORTH 37° 24' 10" EAST TO THE SOUTHWESTERLY LINE OF PARCEL 1 HEREINABOVE DESCRIBED. SAID EASEMENT TO TERMINATE SOUTHERLY IN THE CENTER LINE OF SAID VISTA SANITATION DISTRICT EASEMENT AND TO TERMINATE NORTHEASTERLY IN THE SOUTHWESTERLY LINE OF SAID PARCEL 1 HEREINABOVE DESCRIBED.

PARCEL 5:

AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER, UNDER, ALONG AND ACROSS THOSE PORTIONS OF LOTS 322 AND 323 OF RANCHO VISTA, TRACT NO. 3, IN THE CITY OF VISTA, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 2020, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 4, 1927 DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF PARCEL 1 HEREINABOVE DESCRIBED, BEING A POINT ON THE SOUTHEASTERLY LINE OF LAND DESCRIBED IN PARCEL 1 IN DEED TO EDWARD B. KULL, JR., ET UX., RECORDED AUGUST 8. 1968 FILE NO 135142; THENCE ALONG THE BOUNDARY OF SAID PARCEL 1 OF FULL'S LAND AS FOLLOWS:

SOUTH 37° 24' 10" WEST, 69.52 FEET TO AN ANGLE POINT THEREIN; SOUTH 03° 02' 00" WEST, 0.91 FEET TO THE MOST SOUTHERLY CORNER OF SAID LAND; AND NORTH 70° 36' 20" WEST, 21.64 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID BOUNDARY NORTH 37° 24' 10" EAST, 73.83 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 1 HEREINABOVE

DESCRIBED; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 61° 36' 04" WEST 20.00 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TO THE TRUE POINT OF BEGINNING.

APN: 179-185-04-00
(End of Legal Description)

EXHIBIT "A"

Legal Description of Temporary Construction Easement Area
[APN(s): 179-185-04]

[attached behind this page]

TEMPORARY CONSTRUCTION EASEMENT

APN:179-185-04-00

LEGAL DESCRIPTION

A Temporary Construction Easement over that portion of Lot 323 of Rancho Vista Tract No.3, in the City Vista, the County of San Diego, the State of California, according to Map thereof No. 2020, filed in the Office of the San Diego County Recorder, May 4, 1927 and described in Doc # 2005-0953490, filed in the Office of the San Diego County Recorder, November 2, 2005; being more precisely described as the Northerly 22 feet, excepting therefrom the Northerly 19 feet of said Lot.

Containing 353 square feet, more or less.

See Exhibit 'B' attached hereto and made part hereof.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California

This legal description was prepared by me or under my direct supervision.



Steven A. Heise, PLS 8788

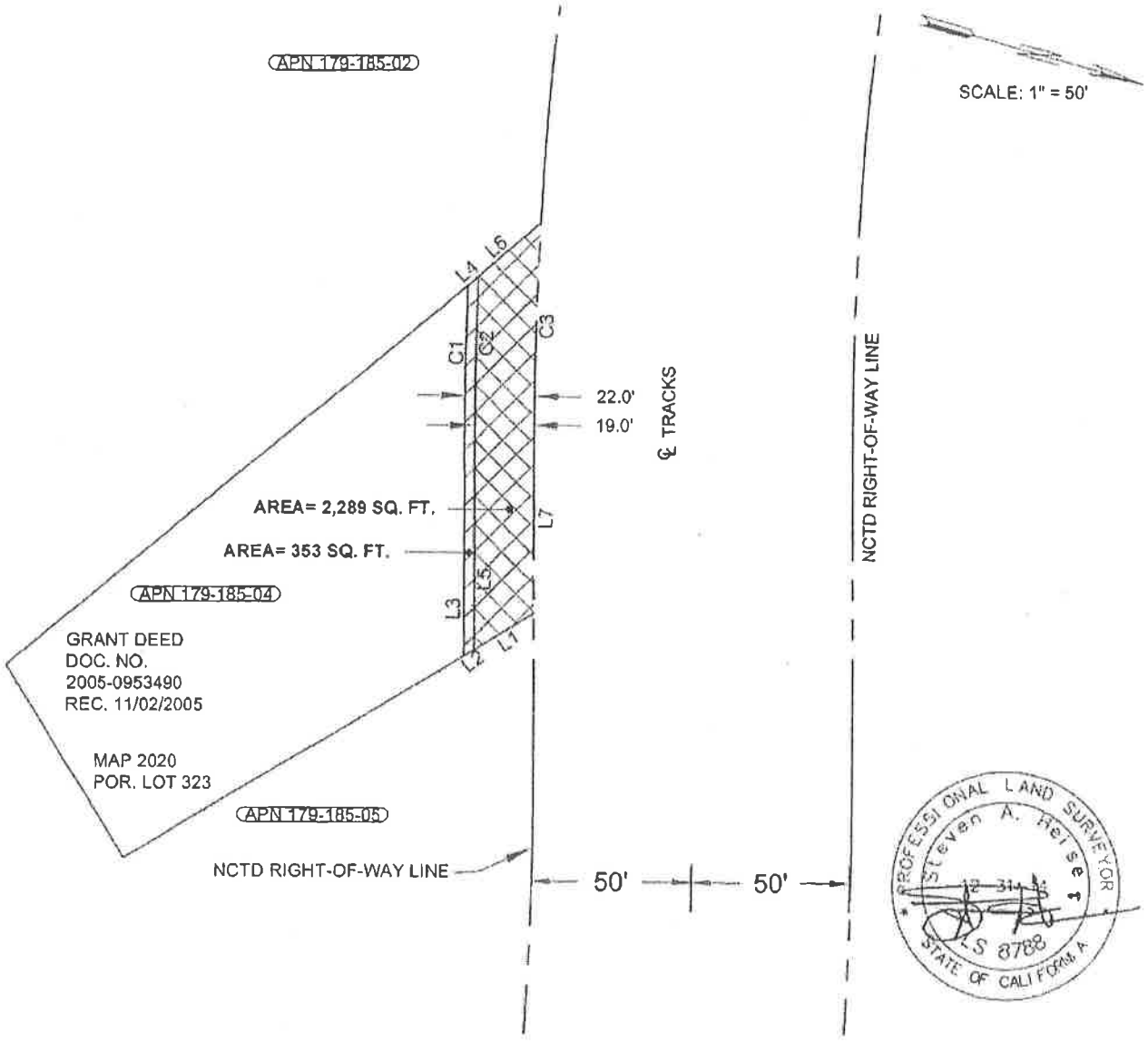
01/29/2014
Date

EXHIBIT "B"

Map of Temporary Construction Easement Area
[APN(s): 179-185-04]

[attached behind this page]

EXHIBIT "B"



LEGEND

- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT PATH EASEMENT
- EXISTING LOT/PARCEL LINE
- TRACK CENTERLINE
- EXISTING NCTD RIGHT-OF-WAY LINE

LINE DATA

L1=S51°59'04"E, L=22.20'
L2=S51°59'04"E, L=3.51'
L3=N69°09'46"E, L=68.97'
L4=N60°57'59"W, L=4.07'
L5=N69°09'46"E, L=67.15'
L6=N60°57'59"W, L=25.95'
L7=N69°09'46"E, L=55.67'

CURVE DATA

C1= Δ=02°15'42" R=1218.21' L=48.09'
C2= Δ=02°23'27" R=1215.21' L=50.71'
C3= Δ=03°13'52" R=1196.21' L=67.46'

DESCRIPTION:
A PORTION OF GRANT DEED DESCRIBED IN DOC. NO. 2005-0953490

OWNER:
SILVA FAMILY LIVING TRUST

ADDRESS:
924 PHILLIPS STREET
VISTA, CA 92083

INLAND RAIL TRAIL

DOKKEN ENGINEERING
6975 SUTTER ROAD
SUITE 250
SAN DIEGO, CA 92121
(858) 514-8777

SHEET 1 OF 1
SCALE: 1" = 50'
DRAFTED: JC
CHECKED: SH
DATE PREPARED: 01-28-2013

P:\1945_Inland_Rail_Trail\460\SURVEY PLATS\Priority 1\47_179-185-04 Alt 2.dwg Monday, Feb. 03 2014 2:45pm ksteed

EXHIBIT 18

GRANT OF EASEMENT FOR PUBLIC BIKEWAY, BIKE PATH AND/OR BIKE TRAIL PURPOSES

8 recorded Requested Stewart

DOC # 2014-0452760

~~RECORDING REQUESTED BY:~~
~~Chicago Title Insurance Company~~
1406 S. Santa Fe Avenue
Vista, CA 92084
Escrow and Order No. 73714003030/01180-59017

OCT 20, 2014 8:00 AM
OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
Ernest J. Dronenburg, Jr., COUNTY RECORDER
FEES: 0.00
OC: NA

PAGES: 8

WHEN RECORDED MAIL TO:
SANDAG
Attn: Emilio Rodriguez, Project Manager
401 B Street, Ste. 800
San Diego, California 92101-4231
7034-01180-59017

fg 8L NF OCNA

Portions APN(s.): 179-185-02

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

EASEMENT DEED

Grant of Easement for Public Bikeway, Bike Path and/or Bike Trail Purposes

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by **Larry G. Doan, Successor Trustee of the Doan Family Trust established February 18, 1975** ("**Grantor**"), Grantor does hereby GRANT and CONVEY to the San Diego Association of Governments ("**Grantee**"), and its successors and assigns, an exclusive easement for public bikeway, bike path and/or bike trail purposes, including without limitation bikeway, bike path and/or bike trail right of way, and appurtenances and uses associated therewith, as well as incidentals thereto, over, above, on, under, in, across, along and through that certain portion of Grantor's real property located in the City of Vista, County of San Diego, State of California, more particularly described in the legal description attached hereto as Exhibit "A" and depicted or illustrated on the map attached hereto as Exhibit "B"; both of such attachments / exhibits are incorporated herein by this reference.

The easement rights granted herein, and the rights of Grantee hereunder and pursuant hereto, shall include the right to use of the easement and/or the easement area or any part(s) of it for public bikeway, bike path, sidewalk, walkway, path and/or trail and bicycle and similar vehicle as well as pedestrian use, access, ingress and egress purposes, including without limitation the installation and maintenance of a public bikeway, bike path, sidewalk, walkway, path and/or trail, together with any and all appurtenances pertaining thereto, over, above, on, under, in, across, along and through the real property.

[The appurtenances and uses associated with the easement granted herein and the incidentals to such easement include, without limitation, the following: retaining walls, drainage, ditches and public utilities as well as general utility purposes for any and all utility service facilities, including, but not limited to, poles, pipes, drains, ditches, wires, cables, lines, pipelines and conduits for electrical, telephone, television, telecommunication, gas, storm, storm water, sanitary, sewer, water, drainage and other utility services, and all appurtenances and uses pertaining thereto and/or associated therewith, together with the right to trim and remove trees and other vegetation, over, above, on, under, in, across, along and through the real property.

Therefore, the easement rights granted herein, and the rights of Grantee hereunder and pursuant hereto, shall also include the following: the right to construct, reconstruct, repair,

replace, operate and maintain said facilities, including without limitation construction, installation, operation, maintenance, repair, replacement, removal and/or enlargement of a retaining wall or walls, a ditch or ditches and/or a drain or drains, including without limitation a water, storm water and/or waste water drain(s), drainage and other ditch(es), channel(s), pipe(s), pipeline(s), basin(s) and/or catch basin(s), together with any and all appurtenances pertaining thereto, and the right to enter upon, pass and re-pass over, along and beside said easement and the easement area; and the right to deposit tools, implements and materials thereon by said Grantee, its officers, agents, representatives, employees, successors and assigns, and by any consultant, contractor, subcontractor, supplier and its or their officers, agents, representatives and employees engaged by, through or under Grantee, its successors and assigns, whenever and wherever necessary for the purposes set forth in this instrument.]

The term Grantor as used in this instrument shall mean and include, and this conveyance is binding upon, the Grantor named herein as well as such Grantor's heirs, assigns and/or successors-in-interest.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated: 2/28/14

GRANTOR: **Doan Family Trust established February 18, 1975**

By: Larry G. Doan

Printed: Larry G. Doan
Successor

Title: Trustee

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On 28 February, 2014 before me, Kimberly A. Liehr, notary public, personally appeared Larry G Doan,
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.

KIMBERLY A. LIEHR
Commission # 2044002
Notary Public - California
San Diego County
My Comm. Expires Oct 4, 2017

Kimberly A. Liehr
Signature of Notary Public

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Easement Deed to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____ for
Gary Gallegos (or designee)
Executive Director

Date: 3/12/14

EXHIBIT "A" TO
EASEMENT DEED

Legal Description of Easement
[APN: 179-185-02]

[attached behind this page]

PERMANENT PATH EASEMENT

APN:179-185-02-00

LEGAL DESCRIPTION
Beginning at a point on the southerly Right of Way of the North San Diego County Transit Development Board - Escondido Line Corridor as described in Doc # 2004-0751977, recorded in the Office of the San Diego County Recorder, August 9, 2004, said point being the most Northeasterly corner of Parcel A of Parcel Map 5459, in the City of Vista, County of San Diego, State of California, filed in the Office of the San Diego County Recorded January 5, 1977 and described in Doc # 1991-0241774, filed in the Office of said County Recorder, May 5, 1991. Said point also being the POINT OF BEGINNING; thence S.60°57'59"E., a distance of 25.95 feet to the point of curve of a non tangent curve to the right, of which the radius point lies N.18°26'47"W., a radial distance of 1,215.21 feet; thence westerly along the arc, through a central angle of 03°03'51", a distance of 64.99 feet to the point of curve of a non tangent curve to the right, of which the radius point lies N.15°23'20"W., a radial distance of 494.00 feet; thence westerly along the arc, through a central angle of 08°00'25", a distance of 69.04 feet; thence N.09°56'56"W., a distance of 18.42 feet to the point of curve of a non tangent curve to the left, of which the radius point lies N.08°47'17"W., a radial distance of 623.65 feet; thence easterly along the arc, through a central angle of 07°02'57", a distance of 76.73 feet to a point of compound curve to the left having a radius of 1,196.21 feet and a central angle of 01°46'08"; thence easterly along the arc, a distance of 36.93 feet to the POINT OF BEGINNING.

Containing 2,347 square feet, more or less.

See Exhibit 'B' attached hereto and made part hereof.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California

This legal description was prepared by me or under my direct supervision.

Steven A. Heise, PLS 8788

10.31.13
Date

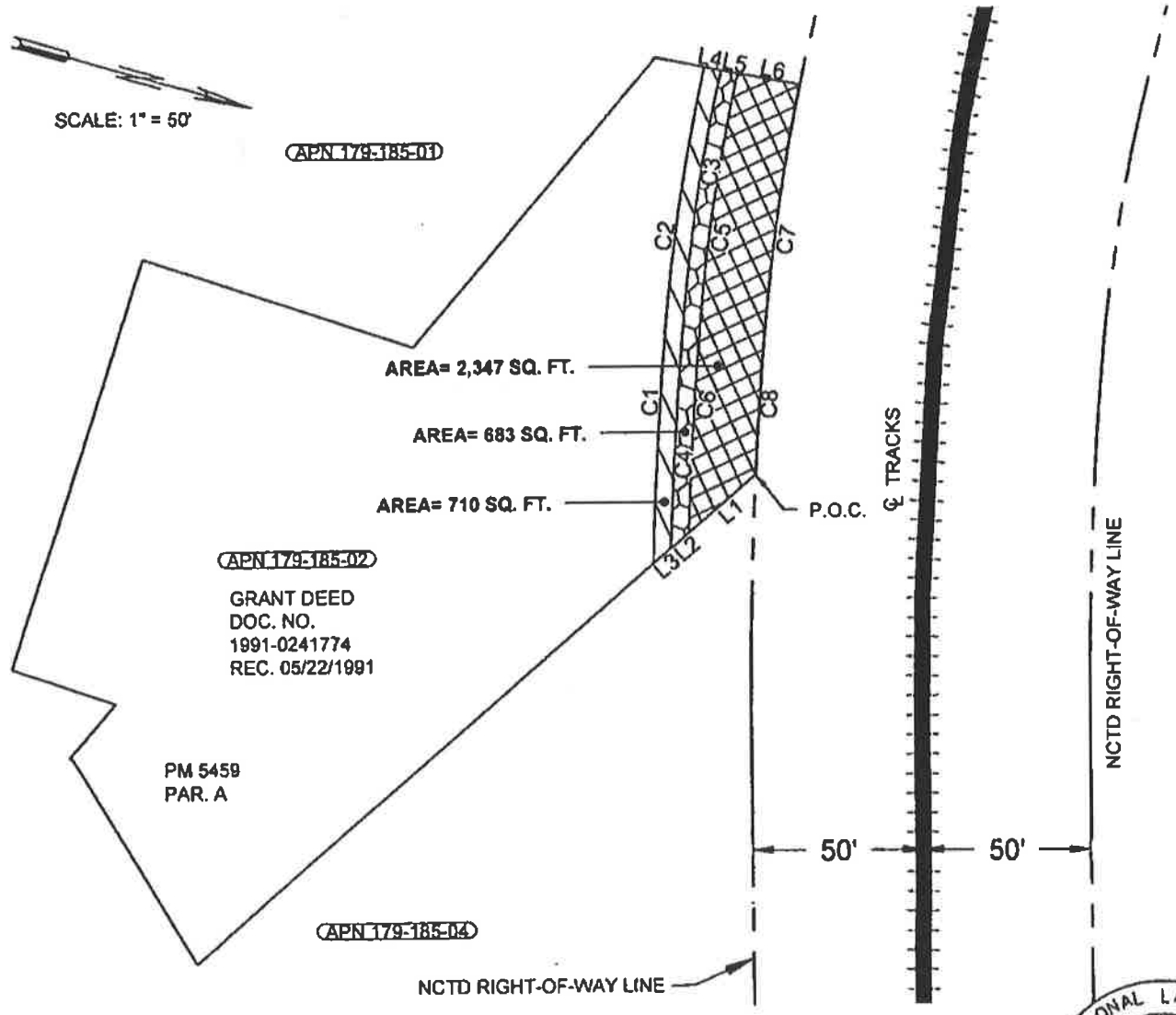


EXHIBIT "B" TO
EASEMENT DEED

Map of Real Property
[APN: 179-185-02]

[attached behind this page]

EXHIBIT "B"



PROFESSIONAL LAND SURVEYOR
Steven A. Heise
12-31-14
LS 8788
STATE OF CALIFORNIA

LEGEND

	TEMPORARY CONSTRUCTION EASEMENT
	PERMANENT PATH EASEMENT
	PERMANENT SLOPE EASEMENT
	EXISTING LOT/PARCEL LINE
	TRACK CENTERLINE
	EXISTING NCTD RIGHT-OF-WAY LINE
P.O.C.	POINT OF COMMENCEMENT

LINE DATA

L1=N60°57'59"W, L=25.95'
L2=N60°57'59"W, L=6.77'
L3=N60°57'59"W, L=6.75'
L4=S09°53'38"E, L=5.01'
L5=S09°56'56"E, L=5.01'
L6=S09°56'56"E, L=18.42'

CURVE DATA

C1= Δ=03°29'47" R=1225.21' L=74.77'
C2= Δ=07°56'40" R= 504.00' L=69.88'
C3= Δ=07°58'09" R= 499.00' L=69.40'
C4= Δ=03°17'02" R= 1220.21' L=69.94'
C5= Δ=08°00'25" R= 494.00' L=69.04'
C6= Δ=03°03'51" R= 1215.21' L=64.99'
C7= Δ=07°02'57" R= 623.65' L=76.73'
C8= Δ=01°46'08" R= 1196.21' L=36.93'

DESCRIPTION:
A PORTION OF GRANT DEED DESCRIBED IN DOC. NO. 1991-0241774

OWNER:
DOAN FAMILY TRUST 02/18/75

ADDRESS:
PHILLIPS STREET
VISTA, CA 92083

INLAND RAIL TRAIL

DOKKEN ENGINEERING
6975 HUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123
(858) 614-6377

SHEET 1 OF 1
SCALE: 1" = 50'
DRAFTED: JC
CHECKED: SH
DATE PREPARED: 10-18-2013

P:\1946_Inland_Rail_Trail\460\SURVEY PLANS\Hardy 1\46_179-185-02.dwg Monday, Oct. 28 2013 9:24am jsmac

SLOPE AND DRAINAGE EASEMENT

3 recorded Requested Stewart

~~RECORDING REQUESTED BY:~~
~~Chicago Title Insurance Company~~
1406 S Santa Fe Avenue
Vista, CA 92084
Escrow and Order No. 73714003030/01180-59017

DOC # 2014-0452761

OCT 20, 2014 8:00 AM
OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
Ernest J. Dronenburg, Jr., COUNTY RECORDER
FEES: 0.00
DC: NA

PAGES: 8

WHEN RECORDED MAIL TO:
SANDAG
Attn: Emilio Rodriguez, Project Manager
San Diego, California 92101-4231
7034-01180-59017

Portions APN(s.): 179-185-02

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

SLOPE AND DRAINAGE EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by **Larry G. Doan, Successor Trustee of the Doan Family Trust established February 18, 1975** ("**Grantor**"), Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** ("**Grantee**"), and its successors and assigns, a permanent, nonexclusive Slope and Drainage Easement ("Easement").

Specifically, the Easement grants a perpetual right to construct, repair, maintain, and adjust, as applicable, a concrete swale, cut and/or fill slopes, and appurtenances thereto, and such other drainage purposes authorized by statute or deemed by common law to be compatible and consistent with the purpose of the Easement, including the right of ingress/egress, over, across and along, that certain portion of real property situated in the City of San Diego, County of San Diego, State of California, described in Exhibit "A", legal description, and depicted in Exhibit "B", plat map to accompany legal description, attached hereto and made a part hereof.

Grantee is expressly granted the right to convey, transfer, or assign the Easement rights described above, in whole or in part, to other parties, including without limitation public entities, public utility companies and/or other entities. The Grantor, for the Grantor and Grantor's successors and assigns, hereby waives any claim for any and all damages to, the Grantor's remaining property contiguous to the Easement by reason of the use of said Easement.

The rights and obligations contained herein shall inure to the benefit of, and be binding upon, the successors-in-interest, agents, employees, assigns, and transferees of the parties hereto.

(Signature Page to Follow)

IN WITNESS WHEREOF, Grantor has executed this Slope and Drainage Easement as of this day of 2/28, 2014.

GRANTOR: **Doan Family Trust established February 18, 1975**

By: Larry G Doan

Printed: Larry G. Doan
Successor
Title: Trustee

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On 28 February, 2014 before me, Kimberly A. Liehr, notary public, personally appeared Larry G. Doan,
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.

KIMBERLY A. LIEHR
Commission # 2044002
Notary Public - California
San Diego County
My Comm. Expires Oct 4, 2017

Kimberly A. Liehr
Signature of Notary Public

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Slope and Drainage Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: Kevin for
Gary Gallegos (or designee)
Executive Director

Date: 3/12/14

EXHIBIT "A" TO
SLOPE AND DRAINAGE EASEMENT

Legal Description of Easement
[APN(s): 179-185-02]

[attached behind this page]

PERMANENT SLOPE EASMENT

APN: 179-185-02-00

LEGAL DESCRIPTION
Commencing at a point on the southerly Right of Way of the North San Diego County Transit Development Board - Escondido Line Corridor as described in Doc # 2004-0751977, recorded in the Office of the San Diego County Recorder, August 9, 2004, said point being the most Northeasterly corner of Parcel A of Parcel Map 5459, in the City of Vista, County of San Diego, State of California, filed in the Office of the San Diego County Recorded January 5, 1977 and described in Doc # 1991-0241774, filed in the Office of said County Recorder, May 5, 1991; thence S.60°57'59"E., a distance of 25.95 feet to the POINT OF BEGINNING; thence continue southeasterly along said line, a distance of 6.77 feet to the point of curve of a non-tangent curve to the right, of which the radius point lies N.18°39'41"W., a radial distance of 1,220.21 feet; thence westerly along the arc, through a central angle of 03°17'12", a distance of 70.00 feet to the point of curve of a non-tangent curve to the right, of which the radius point lies N.15°22'14"W., a radial distance of 499.00 feet; thence westerly along the arc, through a central angle of 07°57'46", a distance of 69.35 feet; thence N.09°56'56"W., a distance of 5.00 feet to the point of curve of a non-tangent curve to the left, of which the radius point lies N.07°22'55"W., a radial distance of 494.00 feet; thence easterly along the arc, through a central angle of 08°00'08", a distance of 69.00 feet to the point of curve of a non-tangent curve to the left, of which the radius point lies N.15°22'49"W., a radial distance of 1,215.21 feet; thence easterly along the arc, through a central angle of 03°03'58", a distance of 65.03 feet to the POINT OF BEGINNING.

Containing 683 square feet, more or less.

See Exhibit 'B' attached hereto and made part hereof.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California

This legal description was prepared by me or under my direct supervision.

Steven A. Heise, PLS 8788

10·31·13
Date

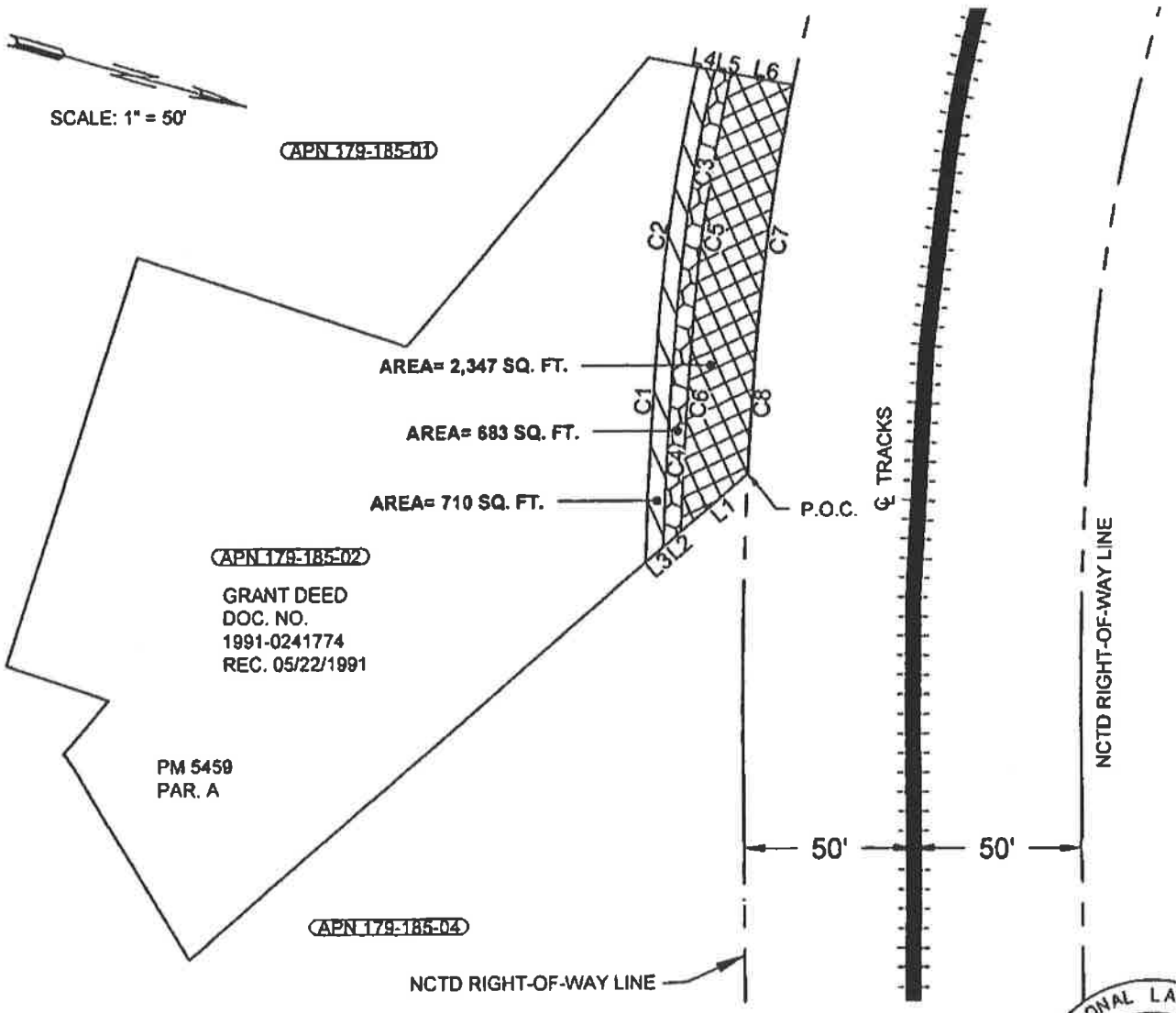


EXHIBIT "B" TO
SLOPE AND DRAINAGE EASEMENT

Map of Real Property
[APN(s): 179-185-02]

[attached behind this page]

EXHIBIT "B"



LEGEND

	TEMPORARY CONSTRUCTION EASEMENT
	PERMANENT PATH EASEMENT
	PERMANENT SLOPE EASEMENT
	EXISTING LOT/PARCEL LINE
	TRACK CENTERLINE
	EXISTING NCTD RIGHT-OF-WAY LINE
P.O.C.	POINT OF COMMENCEMENT

LINE DATA

L1=N60°57'59"W, L=25.95'
L2=N60°57'59"W, L=6.77'
L3=N60°57'59"W, L=6.75'
L4=S09°53'38"E, L=5.01'
L5=S09°56'56"E, L=5.01'
L6=S09°56'56"E, L=18.42'

CURVE DATA

C1= Δ=03°29'47" R=1225.21' L=74.77'
C2= Δ=07°56'40" R= 504.00' L=69.88'
C3= Δ=07°58'09" R= 499.00' L=69.40'
C4= Δ=03°17'02" R= 1220.21' L=69.94'
C5= Δ=08°00'25" R= 494.00' L=69.04'
C6= Δ=03°03'51" R= 1215.21' L=64.99'
C7= Δ=07°02'57" R= 623.65' L=76.73'
C8= Δ=01°46'08" R= 1196.21' L=36.93'

PROFESSIONAL LAND SURVEYOR
Steven A. Heise
12-31-14
LS 8788
STATE OF CALIFORNIA

DESCRIPTION:
A PORTION OF GRANT DEED DESCRIBED IN DOC. NO. 1991-0241774

OWNER:
DOAN FAMILY TRUST 02/18/75

ADDRESS:
PHILLIPS STREET
VISTA, CA 92083

INLAND RAIL TRAIL

DOKKEN ENGINEERING
9675 RUFFIN ROAD
SUITE 150
SAN DIEGO, CA 92123
(858) 614-6377

SHEET 1 OF 1
SCALE: 1" = 50'
DRAFTED: JC
CHECKED: SH
DATE PREPARED: 10-18-2013

P:\1948_Inland_Rail_Trail\480\SURVEY PLATS\Priority 1\48_179-185-02.dwg Monday, Oct 28 2013 9:24am jamos

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

recorded Requested
Stewart 5003174

~~RECORDING REQUESTED BY:~~
~~Chicago Title Insurance Company~~
1406 S. Santa Fe Avenue
Vista, CA 92084
Escrow and Order No. 73714003030/1180-59017

DOC # 2014-0452762

OCT 20, 2014 8:00 AM
OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
Ernest J. Dronenburg, Jr., COUNTY RECORDER
FEES: 0.00
OC: NA

PAGES: 11

WHEN RECORDED MAIL TO:
San Diego Association of Governments
Attn: Emilio Rodriguez, Senior Engineer
401 B Street, Suite 800
San Diego, California 92101
7034-01180-59017

fg
11R
NT
OCNA

Portions APN(s.): 179-185-02

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

This Grant of Temporary Construction Easement (hereinafter referred to as this "**Instrument**") is made and entered into by the undersigned **Larry G. Doan, Successor Trustee of the Doan Family Trust** (hereinafter referred to as "**Grantor**"), with reference and respect to that certain Temporary Construction Easement Agreement **[or** Agreement of Purchase and Sale and Joint Escrow Instructions] as further described and referenced in the second to last paragraph of this Instrument (hereinafter referred to as the "**Agreement**"). Grantor represents and warrants that it is the owner in fee simple of certain real property located in the City of Vista, County of San Diego, State of California, more fully described in ATTACHMENT "1" attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** (hereinafter referred to as "**Grantee**"), and its successors and assigns, a temporary and exclusive construction easement and right of way ("Temporary Construction Easement"), over, above, on, under, in, across, along and through that certain portion of the Property more fully described and depicted or illustrated in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Temporary Construction Easement Area**"), for the purpose of all necessary and convenient activities associated with the Inland Rail Trails Project (hereinafter referred to as the "**Project**"), as further described in the Agreement, including, without limitation, construction and/or operation of the Project.

The Temporary Construction Easement shall, unless extended, expire on the date ("**Expiration Date**") that is twelve (12) months from and after the anticipated commencement of construction within the Temporary Construction Easement Area as established in a notice given to Grantor by or on behalf of Grantee pursuant to the Agreement. The Grantee shall have an option to extend the Temporary Construction Easement on a month-to-month basis (and/or as otherwise provided in the Agreement) until construction of the Project is completed. Upon occurrence of the completion of the Project, the then-owners of record of the Property shall have the right to request and, thereafter, receive from Grantee a duly executed and acknowledged instrument in writing whereby Grantee quitclaims or otherwise releases its interest in the Temporary Construction Easement, but not the other terms and provisions of this Instrument, to

the said then-owner of record of the Property, and may cause same to be recorded in Official Records of San Diego County, California.

Grantor covenants, by and for itself, its heirs, successors and assigns, including, without limitation, any voluntary and involuntary successor(s)-in-interest to the Property or any part thereof, that Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee's sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the Temporary Construction Easement Area or which may interfere with the use of the Temporary Construction Easement Area; and Grantor shall not permit the erection, placement, or maintenance of any improvement, or undertaking of any other activity, which may interfere with the use of the Temporary Construction Easement Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the Temporary Construction Easement Area.

The Temporary Construction Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, sub-contractors and workmen to (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement, (ii) use, control and occupy the Temporary Construction Easement Area, (iiii) use and temporarily place and operate tools, equipment, machinery, and materials on the Temporary Construction Easement Area, and (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora, including, without limitation, the roots thereof, located within the Temporary Construction Easement Area.

As the Temporary Construction Easement is exclusive, Grantor acknowledges and agrees that, until after the Expiration Date, Grantee has no or retains no right to use the surface or any other part of the Temporary Construction Easement Area for any purpose. Further, prior to the expiration or termination of the Temporary Construction Easement, Grantor shall not grant or dedicate any easement, right or other interest in, to, on, under or over the Temporary Construction Easement Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee's sole and unfettered discretion.

This Instrument, including, without limitation, the grant and other terms and provisions set forth or incorporated by reference herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and under this Instrument and may do so without obtaining the consent of or providing notice to Grantee.

At the expiration of the Temporary Construction Easement, Grantee shall not and shall not be required to restore the Temporary Construction Easement Area to the condition, or as near as practicable to the condition, that existed immediately prior to Grantee's operations; instead Grantee shall put the Temporary Construction Easement Area in a neat and clean condition with the soil compacted to a reasonable degree; provided, however, that Grantee's obligations in this regard shall not apply with respect to reasonable wear and tear or any changed condition or circumstance not resulting from Grantee's operations, including, without limitation, Grantee's negligence or greater fault. Similarly, Grantee shall not be required to restore (to their pre-existing condition) any vegetation, landscaping or improvements for which the Grantor has (and Grantor hereby acknowledges and agrees that Grantor has) been paid. Additionally, it is

understood that, upon said expiration or termination of the Temporary Construction Easement, Grantee shall have no other or further obligation, liability or duty in connection with the Property.

The covenants contained in this Instrument shall run with the land.

This Instrument arises from the Agreement as entered into by Grantor and Grantee on or about March 12, 2014. The terms and provisions of the Agreement are incorporated into this Instrument by this reference as if set forth in this Instrument in full. Appropriately interested parties may inspect a copy of the Agreement at the offices of Grantee.

This Instrument together with the Agreement contains the entire agreement of the parties relating to the subject matter hereof, including, without limitation, the rights herein granted and the obligations herein assumed. Any oral representations concerning or modifications of this Instrument or the Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed on the date set forth below.

Dated: 2/28/14

GRANTOR: **Doan Family Trust established February 18, 1975**

By: Larry G. Doan

Printed: Larry G. Doan
Successor
Title: Trustee

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On 28 February, 2014 before me, Kimberly A. Liehr, notary public, personally appeared Larry G. Doan,
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.

KIMBERLY A. LIEHR
Commission # 2044002
Notary Public - California
San Diego County
My Comm. Expires Oct 4, 2017

Signature of Notary Public

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Grant of Temporary Construction Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____ for
Gary Gallegos (or designee)
Executive Director

Date: 3/12/14

ATTACHMENT "1"

Legal Description of Property
[APN: 179-185-02]

[attached behind this page]

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Diego, City of Vista and described as follows:

Parcel 1:

Parcel A of Parcel Map No. 5459, in the City of Vista, County of San Diego, State of California, filed in the Office of the County Recorder of San Diego County, January 5, 1977, as File in the Office of the County Recorder of San Diego County, January 5, 1977 as File No. 77-003760 of Official Records.

Parcel 2:

An easement for road and utility purposes 20.00 feet in width across a portion of Lot 322, of Rancho Vista Tract No. 3, in the City of Vista, County of San Diego, State of California, according to Map thereof No. 2020, filed in the Office of the County Recorder of San Diego County, APRIL 25, 1927, the Easterly line of said easement being described as follows:

Beginning at the most Southerly corner of Parcel 1 of land described in Deed to Troy L. Doan, et ux., recorded July 10, 1973 as File No. 73-189047 of Official Records; thence along the Westerly line of land described in Deed to Russell E. Askey et ux., recorded February 17, 1964 as File No. 29437 Of Official Records and prolongation thereof South 03° 02' 00" East to the Southerly line of Lot 322, the Westerly line of said easement being prolonged to said Southerly line and the Southerly line of said Parcel 1 above.

Parcel 3:

An easement for sewer line purposes 8.00 feet in width across a portion of Lot 322, of Rancho Vista Tract No. 3, in the City of Vista, County of San Diego, State of California, according to Map thereof No. 2020, filed in the Office of the County Recorder of San Diego County, APRIL 25, 1927, the center line of said easement being described as follows:

Beginning at the Northwesterly corner of Lot 322; thence along the Easterly and Southwesterly line thereof South 10° 32' 00" East 157.43 feet and South 41° 34' 00" East 59.67 feet to the center line of the easement described in Deed to Vista Sanitation District, recorded June 29, 1964 as File No. 116666 of Official Records; thence along said center line South 75° 40' 30" East 33.15 feet to existing Manhole No. 67; thence South 87° 06' 25" East 122.30" to Manhole No. 7 and the true point of beginning; thence North 07° 30' 30" East 97.50 feet to the Southerly line of Parcel 1 above.

APN: 179-185-02
(End of Legal Description)

EXHIBIT "A"

Legal Description of Temporary Construction Easement Area
[APN(s): 179-185-02]

[attached behind this page]

TEMPORARY CONSTRUCTION EASEMENT

APN: 179-185-02-00

LEGAL DESCRIPTION
Commencing at a point on the southerly Right of Way of the North San Diego County Transit Development Board - Escondido Line Corridor as described in Doc # 2004-0751977, recorded in the Office of the San Diego County Recorder, August 9, 2004, said point being the most Northeasterly corner of Parcel A of Parcel Map 5459, in the City of Vista, County of San Diego, State of California, filed in the Office of the San Diego County Recorded January 5, 1977 and described in Doc # 1991-0241774, filed in the Office of said County Recorder, May 5, 1991; thence S.60°57'59"E., a distance of 32.73 feet to the POINT OF BEGINNING; thence continue southeasterly along said line, a distance of 6.75 feet to the point of curve of a non-tangent curve to the right, of which the radius point lies N.18°52'25"W., a radial distance of 1,225.21 feet; thence westerly along the arc, through a central angle of 03°29'47", a distance of 74.77 feet to the point of curve of a non-tangent curve to the right, of which the radius point lies N.15°22'38"W., a radial distance of 504.00 feet; thence westerly along the arc, through a central angle of 07°56'40", a distance of 69.88 feet; thence N.09°53'38"W., a distance of 5.00 feet to the point of curve of a non-tangent curve to the left, of which the radius point lies N.07°24'30"W., a radial distance of 499.00 feet; thence easterly along the arc, through a central angle of 07°58'09", a distance of 69.40 feet to a point of compound curve to the left having a radius of 1,220.21 feet and a central angle of 03°17'02"; thence easterly along the arc, a distance of 69.94 feet to the POINT OF BEGINNING.

Containing 710 square feet, more or less.

See Exhibit 'B' attached hereto and made part hereof.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California

This legal description was prepared by me or under my direct supervision.

Steven A. Heise, PLS 8788

10.31.13
Date

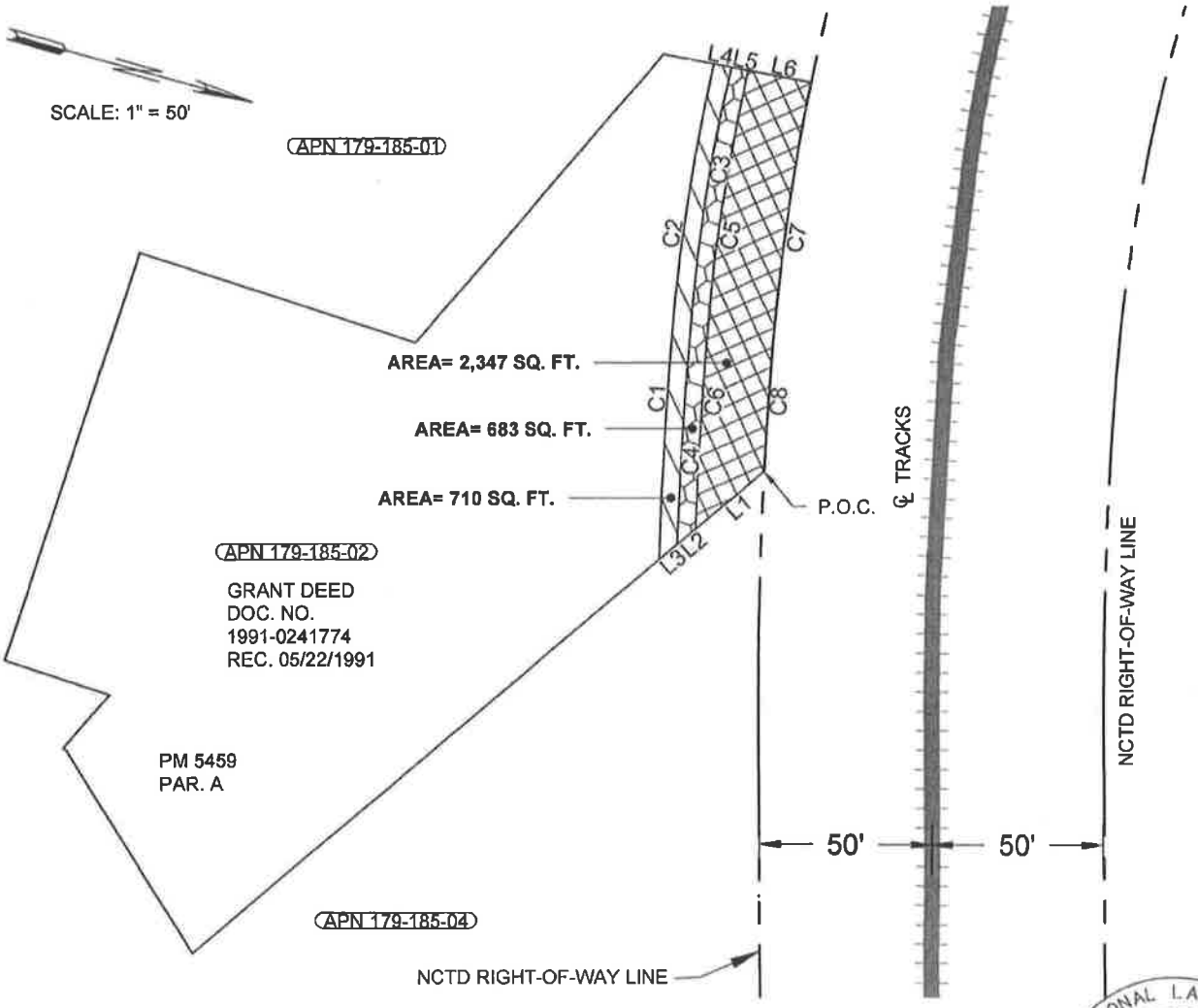


EXHIBIT "B"

Map of Temporary Construction Easement Area
[APN(s): 179-185-02]

[attached behind this page]

EXHIBIT "B"



LEGEND

TEMPORARY CONSTRUCTION EASEMENT

PERMANENT PATH EASEMENT

PERMANENT SLOPE EASEMENT

EXISTING LOT/PARCEL LINE

TRACK CENTERLINE

EXISTING NCTD RIGHT-OF-WAY LINE

P.O.C. POINT OF COMMENCEMENT

LINE DATA

L1=N60°57'59"W, L=25.95'
L2=N60°57'59"W, L=6.77'
L3=N60°57'59"W, L=6.75'
L4=S09°53'38"E, L=5.01'
L5=S09°56'56"E, L=5.01'
L6=S09°56'56"E, L=18.42'

CURVE DATA

C1= Δ=03°29'47" R=1225.21' L=74.77'
C2= Δ=07°56'40" R= 504.00' L=69.88'
C3= Δ=07°58'09" R= 499.00' L=69.40'
C4= Δ=03°17'02" R= 1220.21' L=69.94'
C5= Δ=08°00'25" R= 494.00' L=69.04'
C6= Δ=03°03'51" R= 1215.21' L=64.99'
C7= Δ=07°02'57" R= 623.65' L=76.73'
C8= Δ=01°46'08" R= 1196.21' L=36.93'

PROFESSIONAL LAND SURVEYOR
Steven A. Hetse
12-31-14
LS 8788
STATE OF CALIFORNIA

DESCRIPTION:
A PORTION OF GRANT DEED DESCRIBED IN DOC. NO. 1991-0241774

OWNER:
DOAN FAMILY TRUST 02/18/75

ADDRESS:
PHILLIPS STREET
VISTA, CA 92083

INLAND RAIL TRAIL

DOKKEN ENGINEERING
5670 RUFFIN ROAD
SUITE 200
SAN DIEGO, CA 92123
(858) 614-6377

SHEET 1 OF 1
SCALE: 1" = 50'
DRAFTED: JC
CHECKED: SH
DATE PREPARED: 10-18-2013

P:\1948_Inland_Rail_Trail\460\SURVEY PLATS\Priority 1\48_179-185-02.dwg Monday, Oct. 28 2013 9:24am jenoc

EXHIBIT 19

GRANT OF EASEMENT FOR PUBLIC BIKEWAY, BIKE PATH AND/OR BIKE TRAIL PURPOSES

RECORDING REQUESTED BY
STEWART TITLE CALIFORNIA 5003175

DOC # 2014-0457568

Prepared BY: FEE 10P NF OCNA
Chicago Title Company
1406 S. Santa Fe Avenue
Vista, CA 92084
Escrow and Order No. 73714003785/01180-98686

OCT 22, 2014 8:00 AM
OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
Ernest J. Dronenburg, Jr., COUNTY RECORDER
FEES: 0.00
OC: NA

PAGES: 10

WHEN RECORDED MAIL TO:
SANDAG
Attn: Emilio Rodriguez, Project Manager
401 B Street, Ste. 800
San Diego, California 92101-4231

Portions APN(s.): 179-310-03-00 and 179-310-39-00

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

EASEMENT DEED

Grant of Easement for Public Bikeway, Bike Path and/or Bike Trail Purposes

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Vincent Ivicevic and Donna M. Ivicevic, Trustees of The Vincent Ivicevic and Donna M. Ivicevic Revocable Inter Vivos Trust Agreement dated March 16, 1977 ("**Grantor**"), Grantor does hereby GRANT and CONVEY to the San Diego Association of Governments ("**Grantee**"), and its successors and assigns, an exclusive easement for public bikeway, bike path and/or bike trail purposes, including without limitation bikeway, bike path and/or bike trail right of way, and appurtenances and uses associated therewith, as well as incidentals thereto, over, above, on, under, in, across, along and through that certain portion of Grantor's real property located in the City of Vista, County of San Diego, State of California, more particularly described in the legal description attached hereto as Exhibit "A" and depicted or illustrated on the map attached hereto as Exhibit "B"; both of such attachments / exhibits are incorporated herein by this reference.

The easement rights granted herein, and the rights of Grantee hereunder and pursuant hereto, shall include the right to use of the easement and/or the easement area or any part(s) of it for public bikeway, bike path, sidewalk, walkway, path and/or trail and bicycle and similar vehicle as well as pedestrian use, access, ingress and egress purposes, including without limitation the installation and maintenance of a public bikeway, bike path, sidewalk, walkway, path and/or trail, together with any and all appurtenances pertaining thereto, over, above, on, under, in, across, along and through the real property.

The appurtenances and uses associated with the easement granted herein and the incidentals to such easement include, without limitation, the following: retaining walls, drainage, ditches and public utilities as well as general utility purposes for any and all utility service facilities, including, but not limited to, poles, pipes, drains, ditches, wires, cables, lines, pipelines and conduits for electrical, telephone, television, telecommunication, gas, storm, storm water, sanitary, sewer, water, drainage and other utility services, and all appurtenances and uses pertaining thereto and/or associated therewith, together with the right to trim and remove trees and other vegetation, over, above, on, under, in, across, along and through the real property.

Therefore, the easement rights granted herein, and the rights of Grantee hereunder and pursuant hereto, shall also include the following: the right of ingress and egress, from and to the easement and the easement area described in this instrument, across the lands of Grantor for all purposes convenient or useful in connection with or incidental to the use or the exercise of the rights granted in this instrument at locations that will not unreasonably interfere with Grantor's reasonable use of the remainder of Grantor's property; the right to construct, reconstruct, repair, replace, operate and maintain said facilities, including without limitation construction, installation, operation, maintenance, repair, replacement, removal and/or enlargement of a retaining wall or walls, a ditch or ditches and/or a drain or drains, including without limitation a water, storm water and/or waste water drain(s), drainage and other ditch(es), channel(s), pipe(s), pipeline(s), basin(s) and/or catch basin(s), together with any and all appurtenances pertaining thereto, and the right to enter upon, pass and re-pass over, along and beside said easement and the easement area; and the right to deposit tools, implements and materials thereon by said Grantee, its officers, agents, representatives, employees, successors and assigns, and by any consultant, contractor, subcontractor, supplier and its or their officers, agents, representatives and employees engaged by, through or under Grantee, its successors and assigns, whenever and wherever necessary for the purposes set forth in this instrument.

The term Grantor as used in this instrument shall mean and include, and this conveyance is binding upon, the Grantor named herein as well as such Grantor's heirs, assigns and/or successors-in-interest.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated: April 3, 2014

GRANTOR:
The Vincent Ivicevic and Donna M. Ivicevic Revocable Inter Vivos Trust Agreement dated March 16, 1977

By: Vincent Ivicevic Trustee
Vincent Ivicevic, Trustee

By: Donna M. Ivicevic Trustee
Donna M. Ivicevic, Trustee

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On September 10, 2014 before me, Gretchen A Baker, notary public, personally appeared **Vincent Ivicevic and Donna M. Ivicevic**, 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.

Gretchen A Baker
Signature of Notary Public

GRETCHEN A. BAKER
COMM. #2004001
Notary Public - California
San Diego County
My Comm. Expires Feb. 10, 2017

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Permanent Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
Gary Gallegos (or designee)
Executive Director

Date: 8-14-2014

EXHIBIT "A" TO
EASEMENT DEED

Legal Description of Easement
[APN(s): 179-310-03-00 and 179-310-39-00]

[attached behind this page]

PERMANENT PATH EASEMENT

APN:179-310-03-00

LEGAL DESCRIPTION
Beginning at a point, on the southerly Right of Way of the North San Diego County Transit Development Board - Escondido Line Corridor as described in Doc # 2004-0751977, recorded in the Office of the San Diego County Recorder, August 9, 2004. Said point being the Northeast corner of Lot 318 of Rancho Vista Tract No. 2, in the City of Vista, County of San Diego, State of California, according to Map thereof No. 1984, filed in the Office of said County Recorder, January 5, 1927, and described in Doc # 2013-0632273, also recorded in the Office of said County Recorder October 23, 2013, said point also being the POINT OF BEGINNING; thence S.15°09'51"W., a distance of 4.14 feet to the point of curve of a non-tangent curve to the right, of which the radius point lies N.15°52'30"E., a radial distance of 494.00 feet; thence westerly along the arc, through a central angle of 03°51'02", a distance of 33.20 feet to the point of curve of a non-tangent curve to the left, of which the radius point lies N.12°11'43"E., a radial distance of 623.65 feet; thence easterly along the arc, through a central angle of 03°03'22", a distance of 33.27 feet to the POINT OF BEGINNING.

Containing 70 square feet, more or less.

See Exhibit 'B' attached hereto and made part hereof.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California

This legal description was prepared by me or under my direct supervision.

Steven A. Heise, PLS 8788

10/21/14
Date

LICENSED LAND SURVEYOR
STEVEN A. HEISE
LS 8788
12·31·14
STATE OF CALIFORNIA

PERMANENT PATH EASEMENT

APN:179-310-39-00

LEGAL DESCRIPTION
Beginning at a point, on the southerly Right of Way of the North San Diego County Transit Development Board - Escondido Line Corridor as described in Doc # 2004-0751977, recorded in the Office of the San Diego County Recorder, August 9, 2004, said point being the Northeast corner of Parcel B of Parcel Map No. 2046, filed November 2, 1973 as file No. 73-307673, being a division of Lots 319, 320 and a portion of 321, of Rancho Vista Tract No. 2 and a portion of Lot 322 of Rancho Vista Tract No. 3, in the City of Vista, County of San Diego, State of California, according to the respective Maps thereof No. 1984 and 2020, filed in the Office of the San Diego County Recorded January 4, 1912 and described in Doc # 2001-0452792, filed in the Office of said County Recorder, July 5, 1927 and May 4, 1927 and described in Doc # 2013-0632273, filed in the Office of said County Recorder October 23, 2013, said point being the POINT OF BEGINNING; thence S.09°56'56"E., a distance of 18.42 feet to the point of curve of a non-tangent curve to the right, of which the radius point lies N.07°22'55"W., a radial distance of 494.00 feet; thence westerly along the arc, through a central angle of 23°15'26", a distance of 200.52 feet; thence N.15°09'51"E., a distance of 4.13 feet to the point of curve of a non-tangent curve to the left, of which the radius point lies N.09°08'21"E., a radial distance of 623.65 feet; thence easterly along the arc, through a central angle of 17°55'38", a distance of 195.13 feet to the POINT OF BEGINNING.

Containing 2,527 square feet, more or less.

See Exhibit 'B' attached hereto and made part hereof.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California

This legal description was prepared by me or under my direct supervision.

Steven A. Heise, PLS 8788

10.31.13
Date

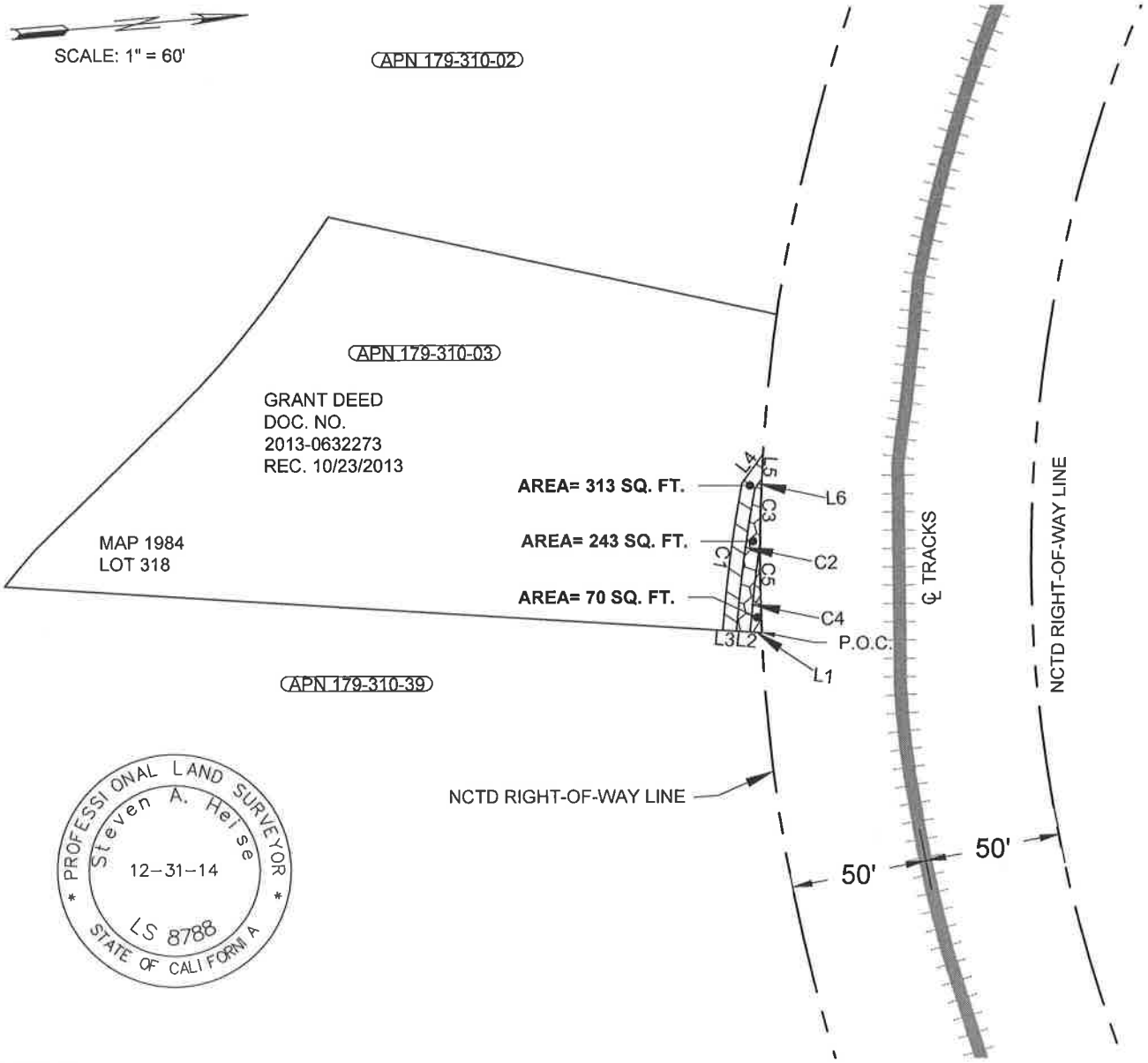
PROFESSIONAL LAND SURVEYOR
STEVEN A. HEISE
12.31.14
No. LS 8788
STATE OF CALIFORNIA

EXHIBIT "B" TO
EASEMENT DEED

Map of Real Property
[APN(s): 179-310-03-00 and 179-310-09-00]

[attached behind this page]

EXHIBIT "B"



LEGEND

	TEMPORARY CONSTRUCTION EASEMENT
	PERMANENT PATH EASEMENT
	PERMANENT SLOPE EASEMENT
	EXISTING LOT/PARCEL LINE
	TRACK CENTERLINE
	EXISTING NCTD RIGHT-OF-WAY LINE
P.O.C.	POINT OF COMMENCEMENT

LINE DATA

L1=N15°09'51"E, L=4.14'
L2=N15°09'51"E, L=5.00'
L3=N15°09'51"E, L=5.00'
L4=S42°38'20"E, L=13.30'
L5=N75°14'58"W, L=9.28'
L6=S42°38'20"E, L=4.36'

CURVE DATA

C1= Δ=06°11'39" R=504.00' L=54.49'
C2= Δ=06°03'31" R= 499.00' L=52.77'
C3= Δ=02°07'45" R= 623.65' L=23.17'
C4= Δ=03°51'02" R= 494.00' L=33.20'
C5= Δ=03°03'22" R= 623.65' L=33.27'

DESCRIPTION:
A PORTION OF GRANT DEED DESCRIBED IN DOC. NO. 2013-0632273

OWNER:
VINCENT IVICEVIC
DONNA M. IVICEVIC
REVOCABLE INTER VIVOS TRUST

ADDRESS:
864 PHILLIPS STREET
VISTA, CA 92083

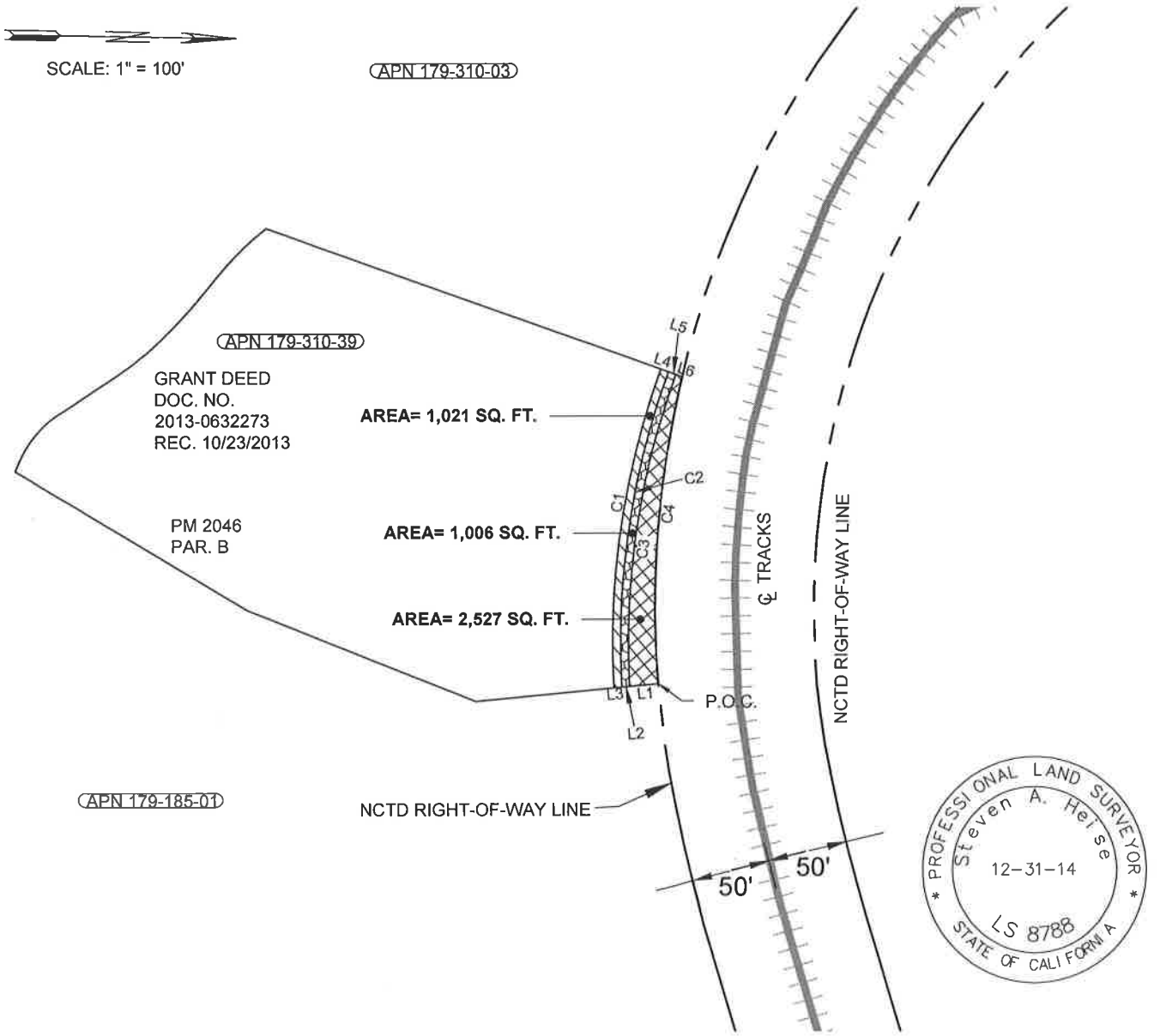
INLAND RAIL TRAIL

DOKKEN ENGINEERING
5976 RUFFIN ROAD
SUITE 350
SAN DIEGO, CA 92123
(858) 514-8377

SHEET 1 OF 1
SCALE: 1" = 60'
DRAFTED: JC
CHECKED: SH
DATE PREPARED: 10-18-2013

P:\1948_Inland_Rail_Trail\460\SURVEY PLATS\Priority 1\49_179-310-03.dwg Monday, Oct. 28 2013 9:25am janac

EXHIBIT "B"



LEGEND

	TEMPORARY CONSTRUCTION EASEMENT
	PERMANENT PATH EASEMENT
	PERMANENT SLOPE EASEMENT
	EXISTING LOT/PARCEL LINE
	TRACK CENTERLINE
	EXISTING NCTD RIGHT-OF-WAY LINE
P.O.C.	POINT OF COMMENCEMENT

LINE DATA

L1=S09°56'56"E, L=18.42'
L2=S09°56'56"E, L=4.94'
L3=N09°23'45"W, L=4.98'
L4=S15°09'51"W, L=5.00'
L5=N15°09'51"E, L=5.00'
L6=N15°09'51"E, L=4.14'

CURVE DATA

C1= Δ=23°23'52" R=501.77' L=204.91'
C2= Δ=23°21'11" R= 497.33' L=202.71'
C3= Δ=23°15'26" R= 494.00' L=200.52'
C4= Δ=17°55'38" R= 623.65' L=195.13'

DESCRIPTION:
A PORTION OF GRANT DEED DESCRIBED IN DOC. NO. 213-0632273

OWNER:
VINCENT IVICEVIC
DONNA M. IVICEVIC
REVOCABLE INTER VIVOS TRUST

ADDRESS:
888 PHILLIPS STREET
VISTA, CA 92083

INLAND RAIL TRAIL

DOKKEN ENGINEERING
5670 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123
(858) 514-8377

SHEET 1 OF 1
SCALE: 1" = 100'
DRAFTED: JC
CHECKED: SH
DATE PREPARED: 10-18-2013

P:\1948_Inland_Rail_Trail\460\SURVEY PLATS\Priority 1\49_179-310-39.dwg Monday, Oct. 28 2013 9:30am jonac

SLOPE AND DRAINAGE EASEMENT

RECORDING REQUESTED BY
STEWART TITLE CALIFORNIA

5003175

DOC # 2014-0457569

OCT 22, 2014 8:00 AM
OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
Ernest J. Dronenburg, Jr., COUNTY RECORDER
FEES: 0.00
OC: NA

PAGES: 10

Prepared By:
Chicago Title Company
1406 S. Santa Fe Avenue
Vista, CA 92084
Escrow and Order No. 73714003785/01180-98686

WHEN RECORDED MAIL TO:
SANDAG
Attn: Emilio Rodriguez, Project Manager
401 B Street, Suite 800
San Diego, California 92101-4231

FG
IOP
NF
OCNA

Portions APN(s.): 179-310-03-00 and 179-310-39-00

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

SLOPE AND DRAINAGE EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Vincent Ivicevic and Donna M. Ivicevic, Trustees of The Vincent Ivicevic and Donna M. Ivicevic Revocable Inter Vivos Trust Agreement dated March 16, 1977 ("**Grantor**"), Grantor does hereby GRANT and CONVEY to the San Diego Association of Governments ("**Grantee**"), and its successors and assigns, a permanent, nonexclusive Slope and Drainage Easement ("Easement").

Specifically, the Easement grants a perpetual right to construct, repair, maintain, and adjust, as applicable, a concrete swale, cut and/or fill slopes, and appurtenances thereto, and such other drainage purposes authorized by statute or deemed by common law to be compatible and consistent with the purpose of the Easement, including the right of ingress/egress, over, across and along, that certain portion of real property situated in the City of San Diego, County of San Diego, State of California, described in Exhibit "A", legal description, and depicted in Exhibit "B", plat map to accompany legal description, attached hereto and made a part hereof.

Grantee is expressly granted the right to convey, transfer, or assign the Easement rights described above, in whole or in part, to other parties, including without limitation public entities, public utility companies and/or other entities. The Grantor, for the Grantor and Grantor's successors and assigns, hereby waives any claim for any and all damages to, the Grantor's remaining property contiguous to the Easement by reason of the use of said Easement.

The rights and obligations contained herein shall inure to the benefit of, and be binding upon, the successors-in-interest, agents, employees, assigns, and transferees of the parties hereto.

(Signature Page to Follow)

IN WITNESS WHEREOF, Grantor has executed this Slope and Drainage Easement as of this day of 9-10, 2014.

GRANTOR:
The Vincent Ivicevic and Donna M. Ivicevic Revocable Inter Vivos Trust Agreement dated March 16, 1977

By: Vincent Ivicevic Trustee
Vincent Ivicevic, Trustee

By: Donna M Ivicevic Trustee
Donna M. Ivicevic, Trustee

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On September 10, 2014 before me, Gretchen A Baker, notary public, personally appeared **Vincent Ivicevic and Donna M. Ivicevic,** 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.

Gretchen A Baker
Signature of Notary Public

GRETCHEN A. BAKER
COMM. #2004001
Notary Public - California
San Diego County
My Comm. Expires Feb. 10, 2017

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Slope and Drainage Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
Gary Gallegos (or designee)
Executive Director

Date: 8-14-2014

EXHIBIT "A" TO
SLOPE AND DRAINAGE EASEMENT

Legal Description of Easement
[APN(s): 179-310-03-00 and 179-310-39-00]

[attached behind this page]

PERMANENT SLOPE EASEMENT

APN:179-310-03-00

LEGAL DESCRIPTION
Commencing at a point on the southerly Right of Way of the North San Diego County Transit Development Board - Escondido Line Corridor as described in Doc # 2004-0751977, recorded in the Office of the San Diego County Recorder, August 9, 2004. Said point being the Northeast corner of Lot 318 of Rancho Vista Tract No. 2, in the City of Vista, County of San Diego, State of California, according to Map thereof No. 1984, filed in the Office of said County Recorder, January 5, 1927, and described in Doc # 2013-0632273, also recorded in the Office of said County Recorder October 23, 2013; thence S.15°09'51"W., a distance of 4.13 feet to the POINT OF BEGINNING; thence continue southerly along said line, a distance of 5.00 feet to the point of curve of a non-tangent curve to the right, of which the radius point lies N.15°52'05"E., a radial distance of 499.00 feet; thence westerly along the arc, through a central angle of 03°05'40", a distance of 26.95 feet; thence continue westerly along said curve through a central angle of 02°57'51", a distance of 25.82 feet; thence N.42°38'20"W., a distance of 4.36 feet to the point of curve of a non-tangent curve to the left, of which the radius point lies N.14°19'28"E., a radial distance of 623.65 feet; thence easterly along the arc, through a central angle of 02°07'45", a distance of 23.17 feet to the point of curve of a non-tangent curve to the left, of which the radius point lies N.19°43'33"E., a radial distance of 494.00 feet; thence easterly along the arc, through a central angle of 03°51'02", a distance of 33.20 feet to the POINT OF BEGINNING.

Containing 243 square feet, more or less.

See Exhibit 'B' attached hereto and made part hereof.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California

This legal description was prepared by me or under my direct supervision.

Steven A. Heise, PLS 8788

10.21.14
Date



PERMANENT SLOPE EASEMENT

APN:179-310-39-00

LEGAL DESCRIPTION
Commencing at a point on the southerly Right of Way of the North San Diego County Transit Development Board - Escondido Line Corridor as described in Doc # 2004-0751977, recorded in the Office of the San Diego County Recorder, August 9, 2004, said point being the Northeast corner of Parcel B of Parcel Map No. 2046, filed November 2, 1973 as file No. 73-307673, being a division of Lots 319, 320 and a portion of 321, of Rancho Vista Tract No. 2 and a portion of Lot 322 of Rancho Vista Tract No. 3, in the City of Vista, County of San Diego, State of California, according to the respective Maps thereof No. 1984 and 2020, filed in the Office of the San Diego County Recorded January 4, 1912 and described in Doc # 2001-0452792, filed in the Office of said County Recorder, July 5, 1927 and May 4, 1927 and described in Doc # 2013-0632273, filed in the Office of said County Recorder October 23, 2013; thence S.09°56'56"E., a distance of 18.42 feet to the POINT OF BEGINNING; thence continue southerly along said line, a distance of 4.94 feet to the point of curve of a non-tangent curve to the right, of which the radius point lies N.07°27'53"W., a radial distance of 497.33 feet; thence westerly along the arc, through a central angle of 23°21'11", a distance of 202.71 feet; thence N.15°09'51"E., a distance of 5.00 feet to the point of curve of a non-tangent curve to the left, of which the radius point lies N.15°52'30"E., a radial distance of 494.00 feet; thence easterly along the arc, through a central angle of 23°15'26", a distance of 200.52 feet to the POINT OF BEGINNING.

Containing 1,006 square feet, more or less.

See Exhibit 'B' attached hereto and made part hereof.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California

This legal description was prepared by me or under my direct supervision.

PROFESSIONAL LAND SURVEYOR
STEVEN A. HEISE
12.31.14
No. LS 8788
STATE OF CALIFORNIA

Steven A. Heise, PLS 8788

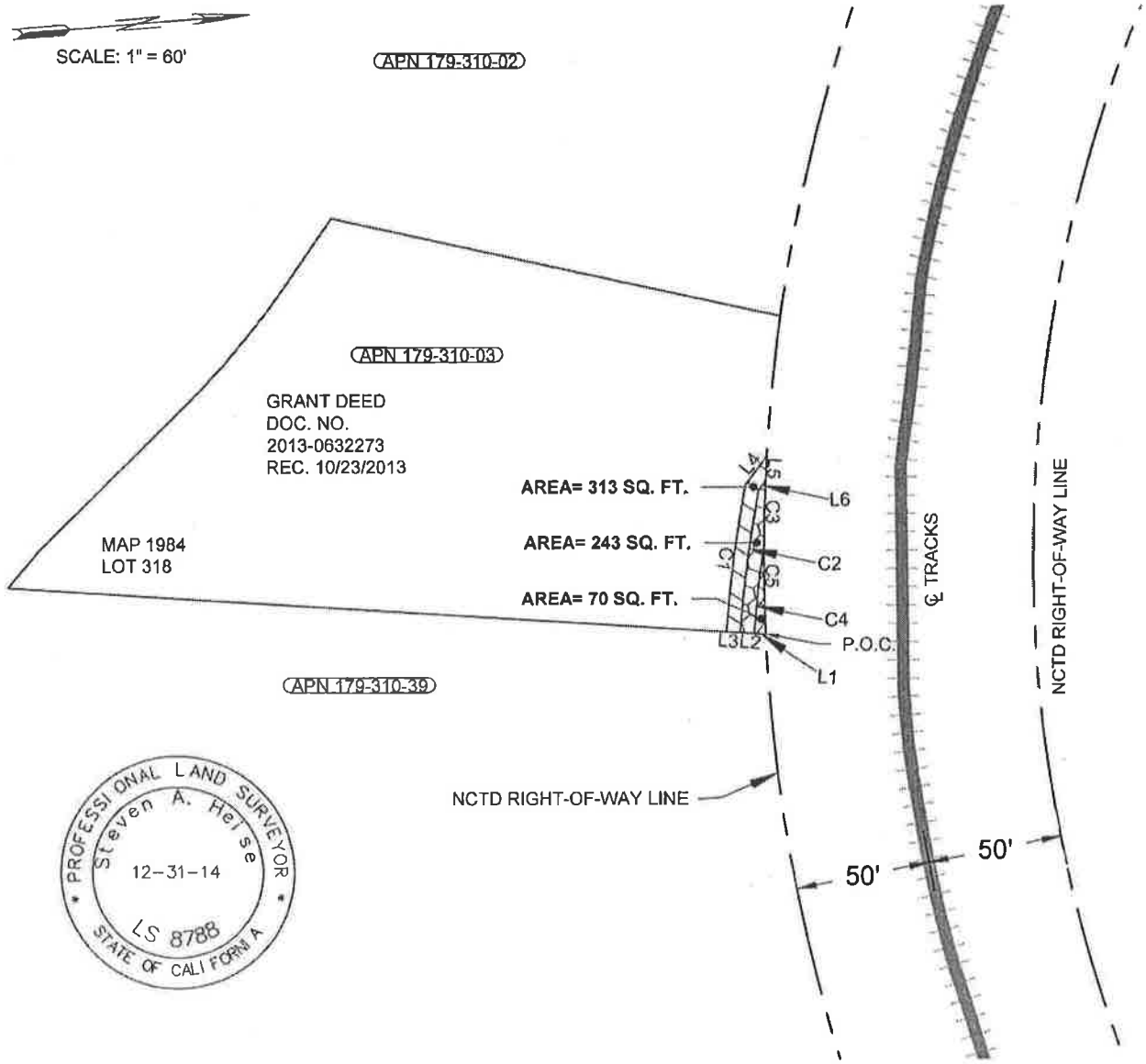
10.31.13
Date

EXHIBIT "B" TO
SLOPE AND DRAINAGE EASEMENT

Map of Real Property
[APN(s): 179-310-03-00 and 179-310-39-00]

[attached behind this page]

EXHIBIT "B"



LEGEND

	TEMPORARY CONSTRUCTION EASEMENT
	PERMANENT PATH EASEMENT
	PERMANENT SLOPE EASEMENT
	EXISTING LOT/PARCEL LINE
	TRACK CENTERLINE
	EXISTING NCTD RIGHT-OF-WAY LINE
P.O.C.	POINT OF COMMENCEMENT

LINE DATA

L1=N15°09'51"E, L=4.14'
L2=N15°09'51"E, L=5.00'
L3=N15°09'51"E, L=5.00'
L4=S42°38'20"E, L=13.30'
L5=N75°14'58"W, L=9.28'
L6=S42°38'20"E, L=4.36'

CURVE DATA

C1= Δ=06°11'39" R=504.00' L=54.49'
C2= Δ=06°03'31" R= 499.00' L=52.77'
C3= Δ=02°07'45" R= 623.65' L=23.17'
C4= Δ=03°51'02" R= 494.00' L=33.20'
C5= Δ=03°03'22" R= 623.65' L=33.27'

DESCRIPTION:
A PORTION OF GRANT DEED DESCRIBED IN DOC. NO. 2013-0632273

OWNER:
VINCENT IVICEVIC
DONNA M. IVICEVIC
REVOCABLE INTER VIVOS TRUST

ADDRESS:
864 PHILLIPS STREET
VISTA, CA 92083

INLAND RAIL TRAIL

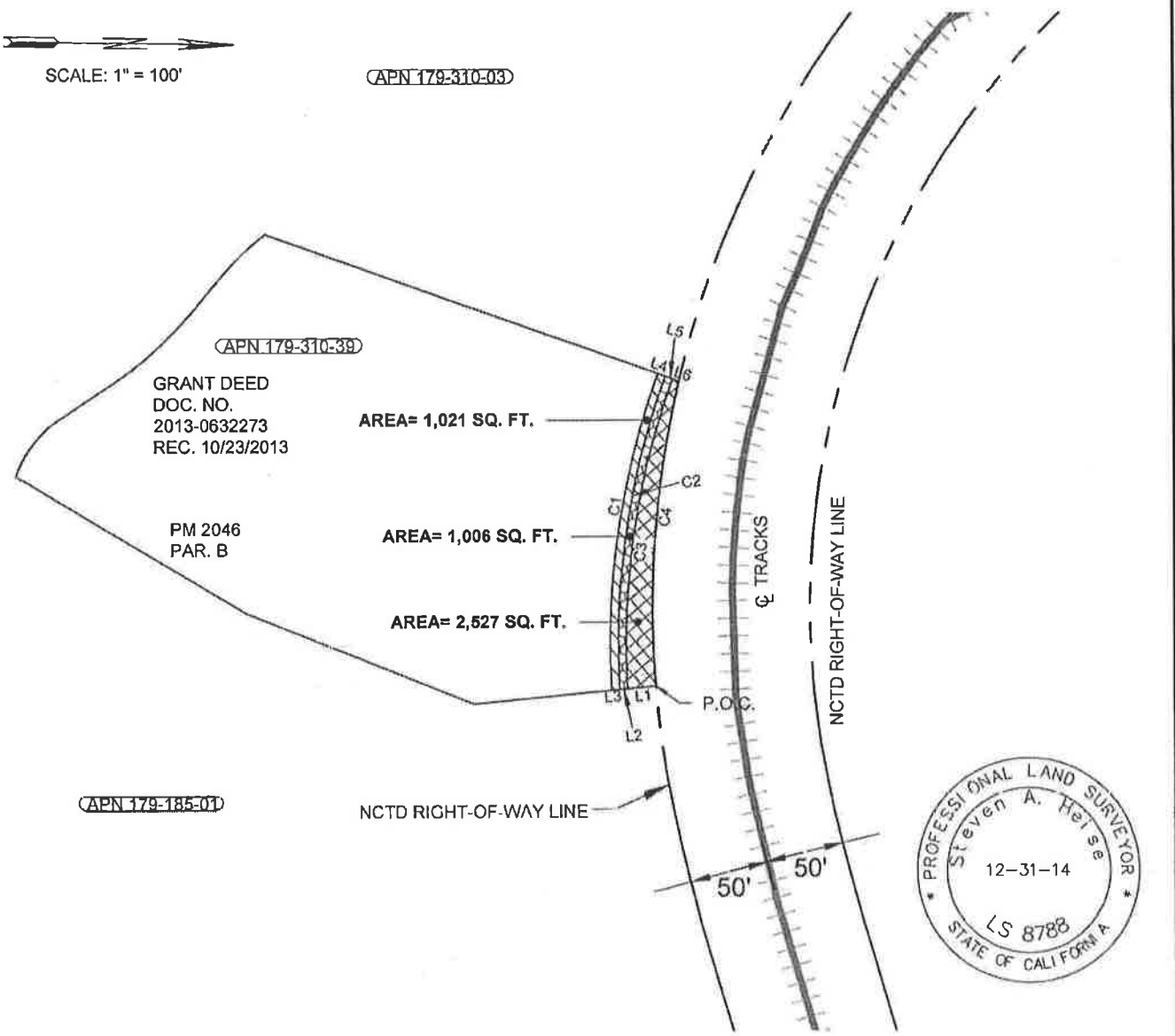
DOKKEN ENGINEERING

6975 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123
(858) 614-6377

SHEET 1 OF 1
SCALE: 1" = 60'
DRAFTED: JC
CHECKED: SH
DATE PREPARED: 10-18-2013

P:\1948_Inland_Rail_Trail\460\SURVEY PLATS\Priority 1\48_179-310-03.dwg Monday, Oct 28 2013 9:25am jonac

EXHIBIT "B"



LEGEND

	TEMPORARY CONSTRUCTION EASEMENT
	PERMANENT PATH EASEMENT
	PERMANENT SLOPE EASEMENT
	EXISTING LOT/PARCEL LINE
	TRACK CENTERLINE
	EXISTING NCTD RIGHT-OF-WAY LINE
P.O.C.	POINT OF COMMENCEMENT

LINE DATA

L1=S09°56'56"E, L=18.42'
L2=S09°56'56"E, L=4.94'
L3=N09°23'45"W, L=4.98'
L4=S15°09'51"W, L=5.00'
L5=N15°09'51"E, L=5.00'
L6=N15°09'51"E, L=4.14'

CURVE DATA

C1= Δ=23°23'52" R=501.77' L=204.91'
C2= Δ=23°21'11" R= 497.33' L=202.71'
C3= Δ=23°15'26" R= 494.00' L=200.52'
C4= Δ=17°55'38" R= 623.65' L=195.13'

DESCRIPTION:
A PORTION OF GRANT DEED DESCRIBED IN DOC. NO. 213-0632273

OWNER:
VINCENT IVICEVIC
DONNA M. IVICEVIC
REVOCABLE INTER VIVOS TRUST

ADDRESS:
888 PHILLIPS STREET
VISTA, CA 92083

INLAND RAIL TRAIL

DOKKEN ENGINEERING
6670 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123
(858) 614-6377

SHEET 1 OF 1
SCALE: 1" = 100'
DRAFTED: JC
CHECKED: SH
DATE PREPARED: 10-18-2013

P:\1948_Inland_Rail_Trail\460\SURVEY PLATS\Priority 1\49_179-310-39.dwg Monday, Oct. 28 2013 9:30am jonac

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

RECORDING REQUESTED BY 5003175
STEWART TITLE CALIFORNIA

Prepared By:
Chicago Title Company
1406 S. Santa Fe Avenue
Vista, CA 92084
Escrow and Order No. 73714003785/01180-98686

DOC # 2014-0457570

OCT 22, 2014 8:00 AM
OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
Ernest J. Dronenburg, Jr., COUNTY RECORDER
FEES: 0.00
OC: NA

PAGES: 14

WHEN RECORDED MAIL TO:
San Diego Association of Governments
Attn: Emilio Rodriguez, Senior Engineer
401 B Street, Suite 800
San Diego, California 92101

F6
IAP
NF
OCNA

Portions APN(s.): 179-310-03-00 and 179-310-39-00

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

This Grant of Temporary Construction Easement (hereinafter referred to as this "**Instrument**") is made and entered into by the undersigned Vincent Ivicevic and Donna M. Ivicevic, Trustees of The Vincent Ivicevic and Donna M. Ivicevic Revocable Inter Vivos Trust Agreement dated March 16, 1977 (hereinafter referred to as "**Grantor**"), with reference and respect to that certain Agreement of Purchase and Sale and Joint Escrow Instructions as further described and referenced in the second to last paragraph of this Instrument (hereinafter referred to as the "**Agreement**"). Grantor represents and warrants that it is the owner in fee simple of certain real property located in the City of Vista, County of San Diego, State of California, more fully described in ATTACHMENT "1" attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** (hereinafter referred to as "**Grantee**"), and its successors and assigns, a temporary and exclusive construction easement and right of way ("Temporary Construction Easement"), over, above, on, under, in, across, along and through that certain portion of the Property more fully described and depicted or illustrated in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Temporary Construction Easement Area**"), for the purpose of all necessary and convenient activities associated with the Inland Rail Trails Project (hereinafter referred to as the "**Project**"), as further described in the Agreement, including, without limitation, construction and/or operation of the Project.

The Temporary Construction Easement shall, unless extended, expire on the date ("**Expiration Date**") that is twelve (12) months from and after the anticipated commencement of construction within the Temporary Construction Easement Area as established in a notice given to Grantor by or on behalf of Grantee pursuant to the Agreement. The Grantee shall have an option to extend the Temporary Construction Easement on a month-to-month basis (and/or as otherwise provided in the Agreement) until construction of the Project is completed. Upon occurrence of the completion of the Project, the then-owners of record of the Property shall have the right to request and, thereafter, receive from Grantee a duly executed and acknowledged instrument in writing whereby Grantee quitclaims or otherwise releases its interest in the Temporary Construction Easement, but not the other terms and provisions of this Instrument, to

the said then-owner of record of the Property, and may cause same to be recorded in Official Records of San Diego County, California.

Grantor covenants, by and for itself, its heirs, successors and assigns, including, without limitation, any voluntary and involuntary successor(s)-in-interest to the Property or any part thereof, that Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee's sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the Temporary Construction Easement Area or which may interfere with the use of the Temporary Construction Easement Area; and Grantor shall not permit the erection, placement, or maintenance of any improvement, or undertaking of any other activity, which may interfere with the use of the Temporary Construction Easement Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the Temporary Construction Easement Area.

The Temporary Construction Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontrators and workmen to (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement, (ii) use, control and occupy the Temporary Construction Easement Area, (iiii) use and temporarily place and operate tools, equipment, machinery, and materials on the Temporary Construction Easement Area, and (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora, including, without limitation, the roots thereof, located within the Temporary Construction Easement Area.

As the Temporary Construction Easement is exclusive, Grantor acknowledges and agrees that, until after the Expiration Date, Grantor has no or retains no right to use the surface or any other part of the Temporary Construction Easement Area for any purpose. Further, prior to the expiration or termination of the Temporary Construction Easement, Grantor shall not grant or dedicate any easement, right or other interest in, to, on, under or over the Temporary Construction Easement Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee's sole and unfettered discretion.

This Instrument, including, without limitation, the grant and other terms and provisions set forth or incorporated by reference herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and under this Instrument and may do so without obtaining the consent of or providing notice to Grantee.

At the expiration of the Temporary Construction Easement, Grantee shall not and shall not be required to restore the Temporary Construction Easement Area to the condition, or as near as practicable to the condition, that existed immediately prior to Grantee's operations; instead Grantee shall put the Temporary Construction Easement Area in a neat and clean condition with the soil compacted to a reasonable degree; provided, however, that Grantee's obligations in this regard shall not apply with respect to reasonable wear and tear or any changed condition or circumstance not resulting from Grantee's operations, including, without limitation, Grantee's negligence or greater fault. Similarly, Grantee shall not be required to restore (to their pre-existing condition) any vegetation, landscaping or improvements for which the Grantor has (and Grantor hereby acknowledges and agrees that Grantor has) been paid. Additionally, it is

understood that, upon said expiration or termination of the Temporary Construction Easement, Grantee shall have no other or further obligation, liability or duty in connection with the Property.

The covenants contained in this Instrument shall run with the land.

This Instrument arises from the Agreement as entered into by Grantor and Grantee on or about April 3 __, 2014. The terms and provisions of the Agreement are incorporated into this Instrument by this reference as if set forth in this Instrument in full. Appropriately interested parties may inspect a copy of the Agreement at the offices of Grantee.

This Instrument together with the Agreement contains the entire agreement of the parties relating to the subject matter hereof, including, without limitation, the rights herein granted and the obligations herein assumed. Any oral representations concerning or modifications of this Instrument or the Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed on the date set forth below.

Dated: April 3. 2014

GRANTOR:
The Vincent Ivicevic and Donna M. Ivicevic Revocable Inter Vivos Trust Agreement dated March 16, 1977

BY: Vincent Ivicevic Trustee
Vincent Ivicevic, Trustee

BY: Donna M. Ivicevic, Trustee
Donna M. Ivicevic, Trustee

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On September 10, 2014 before me, Gretchen A Baker, notary public, personally appeared Vincent Ivicevic and Donna M. Ivicevic, 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.

GRETCHEN A. BAKER
COMM. #2004001
Notary Public - California
San Diego County
My Comm. Expires Feb. 10, 2017

Gretchen A Baker
Signature of Notary Public

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Temporary Construction Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
Gary Gallegos (or designee)
Executive Director

Date: 8-14-2014

ATTACHMENT "1"

Legal Description of Property
[APN(s): 179-310-03-00 and179-310-39-00]

[attached behind this page]

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Diego, City of Vista and described as follows:

Lot 318 of Rancho Vista Tract No. 2, in the City of Vista, County of San Diego, State of California, according to Map thereof no. 1984, filed in the Office of the County Recorder of San Diego County, January 5, 1927.

APN: 179-310-03-00
(End of Legal Description)

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Diego, City of Vista and described as follows:

Parcel B of Parcel Map 2046, in the City of Vista, County of San Diego, State of California, according to Map thereof filed in the Office of the County Recorder of San Diego County, November 2, 1973.

APN: 179-310-39
(End of Legal Description)

EXHIBIT "A"

Legal Description of Temporary Construction Easement Area
[APN(s): 179-310-03-00 and 179-310-39-00]

[attached behind this page]

TEMPORARY CONSTRUCTION EASEMENT

APN:179-310-03-00

LEGAL DESCRIPTION
Commencing at a point on the southerly Right of Way of the North San Diego County Transit Development Board - Escondido Line Corridor as described in Doc # 2004-0751977, recorded in the Office of the San Diego County Recorder, August 9, 2004. SAid point being the Northeast corner of Lot 318 of Rancho Vista Tract No. 2, in the City of Vista, County of San Diego, State of California, according to Map thereof No. 1984, filed in the Office of said County Recorder, January 5, 1927, and described in Doc # 2013-0632273, also recorded in the Office of said County Recorder October 23, 2013; thence S.15°09'51"W., a distance of 9.14 feet to the POINT OF BEGINNING; thence continue southerly along said line, a distance of 5.00 feet to the point of curve of a non-tangent curve to the right, of which the radius point lies N.15°51'39"E., a radial distance of 504.00 feet; thence westerly along the arc, through a central angle of 06°11'39", a distance of 54.49 feet; thence N.42°38'20"W., a distance of 13.30 feet; thence S.75°14'58"E., a distance of 9.28 feet; thence S.42°38'20"E., a distance of 4.36 feet to the point of curve of a non-tangent curve to the left, of which the radius point lies N.21°55'36"E., a radial distance of 499.00 feet; thence easterly along the arc, through a central angle of 06°03'31", a distance of 52.77 feet to the POINT OF BEGINNING.

Containing 313 square feet, more or less.

See Exhibit 'B' attached hereto and made part hereof.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California

This legal description was prepared by me or under my direct supervision.

Steven A. Heise, PLS 8788

10.21.14
Date



TEMPORARY CONSTRUCTION EASEMENT

APN:179-310-39-00

LEGAL DESCRIPTION
Commencing at a point on the southerly Right of Way of the North San Diego County Transit Development Board - Escondido Line Corridor as described in Doc # 2004-0751977, recorded in the Office of the San Diego County Recorder, August 9, 2004, said point being the Northeast corner of Parcel B of Parcel Map No. 2046, filed November 2, 1973 as file No. 73-307673, being a division of Lots 319, 320 and a portion of 321, of Rancho Vista Tract No. 2 and a portion of Lot 322 of Rancho Vista Tract No. 3, in the City of Vista, County of San Diego, State of California, according to the respective Maps thereof No. 1984 and 2020, filed in the Office of the San Diego County Recorded January 4, 1912 and described in Doc # 2001-0452792, filed in the Office of said County Recorder, July 5, 1927 and May 4, 1927 and described in Doc # 2013-0632273, filed in the Office of said County Recorder October 23, 2013; thence S.09°56'56"E., a distance of 23.36 feet to the POINT OF BEGINNING; thence S.09°23'45"E., a distance of 4.98 feet to the point of curve of a non-tangent curve to the right, of which the radius point lies N.07°30'34"W., a radial distance of 501.77 feet; thence westerly along the arc, through a central angle of 23°23'52", a distance of 204.91 feet; thence N.15°09'51"E., a distance of 5.00 feet to the point of curve of a non-tangent curve to the left, of which the radius point lies N.15°51'54"E., a radial distance of 498.31 feet; thence easterly along the arc, through a central angle of 23°18'48", a distance of 202.76 feet to the POINT OF BEGINNING.

Containing 1,021 square feet, more or less.

See Exhibit 'B' attached hereto and made part hereof.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California

This legal description was prepared by me or under my direct supervision.

Steven A. Heise, PLS 8788

10.31.13
Date

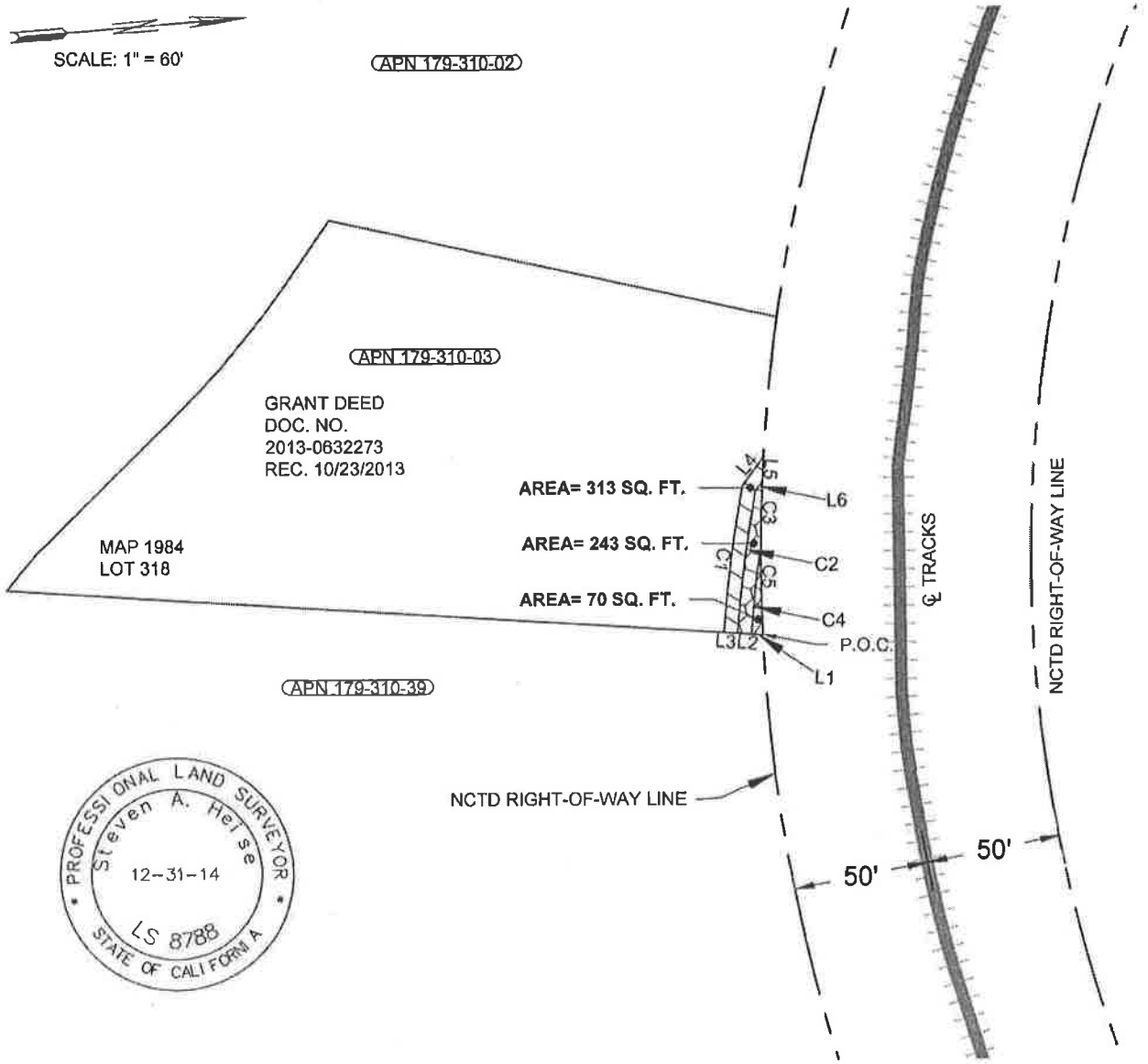


EXHIBIT "B"

Map of Temporary Construction Easement Area
[APN(s): 179-310-03-00 and 179-310-39-00]

[attached behind this page]

EXHIBIT "B"



PROFESSIONAL LAND SURVEYOR
Steven A. Hetse
12-31-14
LS 8788
STATE OF CALIFORNIA

LEGEND

	TEMPORARY CONSTRUCTION EASEMENT
	PERMANENT PATH EASEMENT
	PERMANENT SLOPE EASEMENT
	EXISTING LOT/PARCEL LINE
	TRACK CENTERLINE
	EXISTING NCTD RIGHT-OF-WAY LINE
P.O.C.	POINT OF COMMENCEMENT

LINE DATA

L1=N15°09'51"E, L=4.14'
L2=N15°09'51"E, L=5.00'
L3=N15°09'51"E, L=5.00'
L4=S42°38'20"E, L=13.30'
L5=N75°14'58"W, L=9.28'
L6=S42°38'20"E, L=4.36'

CURVE DATA

C1= Δ=06°11'39" R=504.00' L=54.49'
C2= Δ=06°03'31" R= 499.00' L=52.77'
C3= Δ=02°07'45" R= 623.65' L=23.17'
C4= Δ=03°51'02" R= 494.00' L=33.20'
C5= Δ=03°03'22" R= 623.65' L=33.27'

DESCRIPTION:
A PORTION OF GRANT DEED DESCRIBED IN DOC. NO. 2013-0632273

OWNER:
VINCENT IVICEVIC
DONNA M. IVICEVIC
REVOCABLE INTER VIVOS TRUST

ADDRESS:
864 PHILLIPS STREET
VISTA, CA 92083

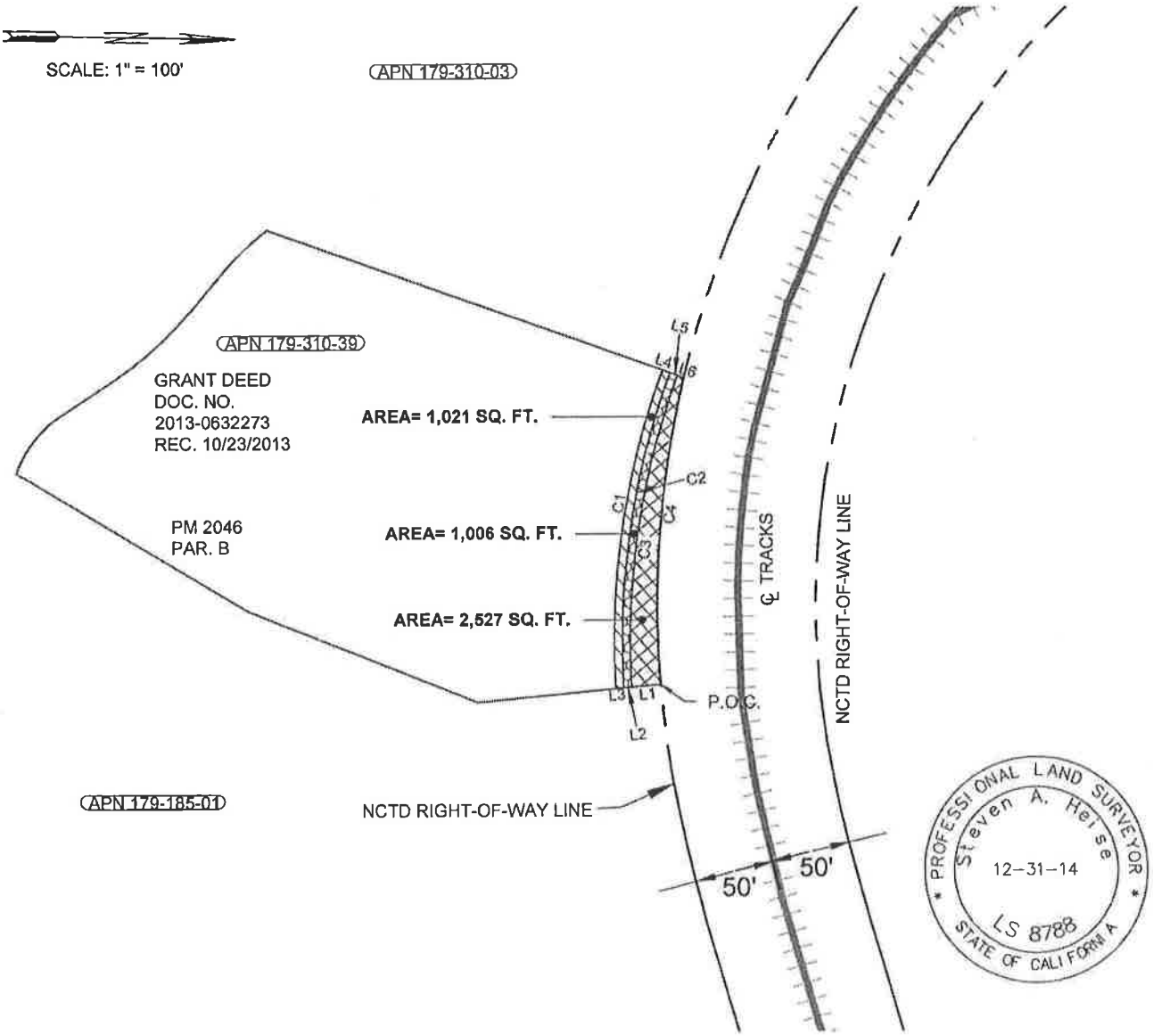
INLAND RAIL TRAIL

DOKKEN ENGINEERING
6978 RUFFIN ROAD
SUITE 350
SAN DIEGO, CA 92123
(858) 614-5577

SHEET 1 OF 1
SCALE: 1" = 60'
DRAFTED: JC
CHECKED: SH
DATE PREPARED: 10-18-2013

P:\1948_Inland_Rail_Trail\460\SURVEY PLATS\Priority 1\48_179-310-03.dwg Monday, Oct. 28 2013 9:25am jones

EXHIBIT "B"



LEGEND

	TEMPORARY CONSTRUCTION EASEMENT
	PERMANENT PATH EASEMENT
	PERMANENT SLOPE EASEMENT
	EXISTING LOT/PARCEL LINE
	TRACK CENTERLINE
	EXISTING NCTD RIGHT-OF-WAY LINE
P.O.C.	POINT OF COMMENCEMENT

LINE DATA

L1=S09°56'56"E, L=18.42'
L2=S09°56'56"E, L=4.94'
L3=N09°23'45"W, L=4.98'
L4=S15°09'51"W, L=5.00'
L5=N15°09'51"E, L=5.00'
L6=N15°09'51"E, L=4.14'

CURVE DATA

C1= Δ=23°23'52" R=501.77' L=204.91'
C2= Δ=23°21'11" R= 497.33' L=202.71'
C3= Δ=23°15'26" R= 494.00' L=200.52'
C4= Δ=17°55'38" R= 623.65' L=195.13'

DESCRIPTION:
A PORTION OF GRANT DEED DESCRIBED IN DOC. NO. 213-0632273

OWNER:
VINCENT IVICEVIC
DONNA M. IVICEVIC
REVOCABLE INTER VIVOS TRUST

ADDRESS:
888 PHILLIPS STREET
VISTA, CA 92083

INLAND RAIL TRAIL

DOKKEN ENGINEERING
5976 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123
(858) 614-6377

SHEET 1 OF 1
SCALE: 1" = 100'
DRAFTED: JC
CHECKED: SH
DATE PREPARED: 10-18-2013

P:\1948_Inland_Rail_Trail\460\SURVEY PLATS\Priority 1\49_179-310-39.dwg Monday, Oct. 28, 2013 8:30am jonac

SANDAG
401 B Street, Suite 800
San Diego, CA 92101
Phone (619) 699-1900
Fax (619) 699-1905
sandag.org

***Resolution No.* 2024-16**

Declaring That The Stated Public Use For Property Acquired For The Inland Rail Trail Project Is Re-Authorized – Phase 4

WHEREAS, the San Diego Association of Governments ("SANDAG") is a statutorily-created regional transportation planning agency, organized and existing under Public Utilities Code section 132350, *et seq*., and is authorized to construct projects, including, but not limited to, bikeway projects within the San Diego region.

WHEREAS, SANDAG has the power of eminent domain to acquire any property necessary to carry out any of its powers or functions pursuant to Public Utilities Code section 132354, and California Code of Civil Procedure sections 1240.010 – 1273.050.

WHEREAS, SANDAG previously acquired property for Phase 4 of the San Marcos to Vista segment of the Inland Rail Trail ("Project" or "Phase 4").

WHEREAS, the San Marcos to Vista segment of the Inland Rail Trail will add approximately seven miles of Class I Bikeway through the City of San Marcos, the City of Vista, the City of Oceanside, and the County of San Diego, and will provide access to five Sprinter stations. The general Project consists of two paved bicycle lanes and two unpaved shoulders, including area for lighting, fencing, and related appurtenances.

WHEREAS, the San Marcos to Vista segment of the Inland Rail Trail involves four phases. Phases 1 and 2 have been constructed. Phases 3 and 4 are located in Vista, California. SANDAG previously acquired the properties necessary for Phases 3 and 4. SANDAG is not acquiring any new property through this re-authorization resolution.

WHEREAS, SANDAG seeks to re-authorize the stated public use for the properties previously acquired for **Phase 4** in Vista, California, pursuant to Code of Civil Procedure section 1245.245 (b). This is merely a re-authorization of the right to move forward with Phase 4 based on the previous rights acquired.

WHEREAS, pursuant to Code of Civil Procedure section 1245.235, SANDAG scheduled a public hearing in conjunction with its Board of Directors meeting on February 23, 2024, commencing at 9 a.m., located in-person at the SANDAG Board Room, 401 B Street, Suite 800, San Diego, CA and virtually through Zoom, and gave notice and a reasonable opportunity to appear and be heard to each person who originally received the notice required under Code of Civil Procedure 1245.235 that accompanied the original acquisitions and to each person whose name and address appear on the last equalized San Diego County Assessment Roll notice.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by a vote of two-thirds or more of all the members of the Board of Directors of SANDAG as follows:

1. Notice and Hearing Compliance. SANDAG has provided notice of this hearing as required by Code of Civil Procedure sections 1245.235 and 1245.245(c). The notices of this hearing were mailed by first class mail to all persons entitled to notice under the original acquisitions, and each person whose name and address appear on the last equalized San Diego County Assessment Roll as having an

interest in the properties described herein, and each person was given a reasonable opportunity to appear before this Board and be heard.

2. Public Use. The public use for which the properties were acquired is the construction and operation of the Project and related appurtenances. This use is a public use for which SANDAG may acquire real or personal property by eminent domain pursuant to Public Utilities Code section 132354 and Code of Civil Procedure sections 1240.110 and 1240.120.

3. Description of Properties. The properties that were previously acquired for the Project and for which the public use is being re-authorized have been designated as follows:

Exhibit Reference Number	**SANDAG Project Parcel Number**	**San Diego County APN**	**Property Address**	**Property Owner Name**
1	50	Former: 179-111-34 & 40-42 Current: 179-111-66, -67, -68, & -69	951-957, 971-977, 981 & 987 Civic Center Drive, Vista, CA 92083	Former: Albert Lawrence Rassel, Trustee of the Rassel Family Trust Dated August 1, 2005 Current: Rassel Family Trust 08-01-05
2	51	179-121-14	229 Pala Vista Drive, Vista, CA 92083	Former: Garland P. and Irma S. Cochran Current: Mariana Solis & David S. Correa
3	61	179-021-05	437 S. Santa Fe Avenue, Vista, CA 92083	Former: H.A. Geib Family Trust, dated December 31, 1986 Current: Gorman Family Trust 12-02-97 & Vista Lumber Company, Inc.
4	64	175-302-08	333 S. Santa Fe Avenue, Vista, CA 92083	Former: Tae Ryong & Jae Sook Kim Current: Kim Family Trust 01-04-18
5	70	163-333-18	230 N. Santa Fe Avenue, Vista, CA 92083	Current: San Diego Gas & Electric Company
6	71	163-321-17	348 N. Santa Fe Avenue, Vista, CA 92083	Current: Pauley Family Limited Partnership, a California limited partnership
7	72	163-321-24	352 S. Santa Fe Avenue, Vista, CA 92083	Former: Michael Awdeesh Toma and Mike Saco Current: Toma & Saco LLC
8	74	Former: 163-155-19-00 Current: 163-155-19-07	202-247 Calle Del Sol, Vista, CA 92083	Current: Santa Fe Walk Condominiums
9	88	163-420-16	410 W. California Avenue, Vista, CA 92083	Former: Boys and Girls Club Foundation, Inc. Current: Boys & Girls Club of Vista Foundation Inc.

Exhibit Reference Number	SANDAG Project Parcel Number	San Diego County APN	Property Address	Property Owner Name
10	89	163-420-18	450 W. California Avenue, Vista, CA 92083	Former: Daroja Current: Daroja LLC
11	93	183-420-08	528 W. California Avenue, Vista, CA 92083	Current: Donald Jack Brown, Trustee of Donald Jack Brown Revocable Trust 05-27-04
12	97	163-410-19	636 W. California Avenue, Vista, CA 92083	Former: Umberto Marsella, Trustee of the Umberto Marsella Family Trust dated March 23, 1999 Current: Pacific Vista LLC
13	101	163-410-01	498 W. Los Angeles Drive, Vista, CA 92083	Current: William D. Smith
14	118	161-142-01	1140 North Drive, Vista, CA 92083	Former: Martha Ortiz Current: Alfheimer Investments LLC

4. Findings. Based upon the evidence presented at the hearing held on February 23, 2024, and pursuant to Code of Civil Procedure section 1245.245 (b)(3), SANDAG hereby finds and determines the following:

   a) The public interest and necessity require the Project;

   b) The Project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury; and

   c) The property interests described above are necessary for the Project.

5. More Necessary and/or Compatible Use. Pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent the properties are already devoted to a public use, the use to which the properties are to be put is a more necessary public use than the use to which the properties are already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the properties are already devoted.

PASSED AND ADOPTED this 23rd of February 2024.

Attest:

Chair **Secretary**

Member Agencies: Cities of Carlsbad, Chula Vista, Coronado, Del Mar, El Cajon, Encinitas, Escondido, Imperial Beach, La Mesa, Lemon Grove, National City, Oceanside, Poway, San Diego, San Marcos, Santee, Solana Beach, Vista, and County of San Diego.

Advisory Members: California Department of Transportation, Metropolitan Transit System, North County Transit District, Imperial County, U.S. Department of Defense, Port of San Diego, San Diego County Water Authority, Southern California Tribal Chairmen's Association, and Mexico.

EXHIBIT 1

THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON SEP 26, 2014
DOCUMENT NUMBER 2014-0418321
Ernest J. Dronenburg, Jr., COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE
TIME: 10:02 AM

RECORDING REQUESTED BY AND:
WHEN RECORDED MAIL TO:
San Diego Association of Governments
Attn: Emilio Rodriguez, Senior Engineer
401 B Street, Suite 800
San Diego, California 92101

Portions APN(s.): 179-111-42, 41, 40 & 34

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

This Grant of Temporary Construction Easement (hereinafter referred to as this "**Instrument**") is made and entered into by the undersigned Rassel Family Trust Dated August 1, 2005 and Rassel Family Trust Dated September 19, 2005 (hereinafter collectively referred to as "**Grantor**"), with reference and respect to that certain Temporary Construction Easement Agreement as further described and referenced in the second to last paragraph of this Instrument (hereinafter referred to as the "**Agreement**"). Grantor represents and warrants that it is the owner in fee simple of certain real property located in the [City of Vista,] County of San Diego, State of California, more fully described in ATTACHMENT "1" attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** (hereinafter referred to as "**Grantee**"), and its successors and assigns, a temporary and exclusive construction easement and right of way ("Temporary Construction Easement"), over, above, on, under, in, across, along and through that certain portion of the Property more fully described and depicted or illustrated in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Temporary Construction Easement Area**"), for the purpose of all necessary and convenient activities associated with the Inland Rail Trails Project (hereinafter referred to as the "**Project**"), as further described in the Agreement, including, without limitation, construction and/or operation of the Project.

The Temporary Construction Easement shall, unless extended, expire on the date ("**Expiration Date**") that is twelve (12) months from and after the anticipated commencement of construction within the Temporary Construction Easement Area as established in a notice given to Grantor by or on behalf of Grantee pursuant to the Agreement. The Grantee shall have an option to extend the Temporary Construction Easement on a month-to-month basis (and/or as otherwise provided in the Agreement) until construction of the Project is completed. Upon occurrence of the completion of the Project, the then-owners of record of the Property shall have the right to request and, thereafter, receive from Grantee a duly executed and acknowledged instrument in writing whereby Grantee quitclaims or otherwise releases its interest in the Temporary Construction Easement, but not the other terms and provisions of this Instrument, to the said then-owner of record of the Property, and may cause same to be recorded in Official Records of San Diego County, California.

Grantor covenants, by and for itself, its heirs, successors and assigns, including, without limitation, any voluntary and involuntary successor(s)-in-interest to the Property or any part thereof, that Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee's sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the Temporary Construction Easement Area or which may interfere with the use of the Temporary Construction Easement Area; and Grantor shall not permit the erection, placement, or maintenance of any improvement, or undertaking of any other activity, which may interfere with the use of the Temporary Construction Easement Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the Temporary Construction Easement Area.

The Temporary Construction Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontrators and workmen to (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement, (ii) use, control and occupy the Temporary Construction Easement Area, (iiii) use and temporarily place and operate tools, equipment, machinery, and materials on the Temporary Construction Easement Area, and (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora, including, without limitation, the roots thereof, located within the Temporary Construction Easement Area.

As the Temporary Construction Easement is exclusive, Grantor acknowledges and agrees that, until after the Expiration Date, Grantor has no or retains no right to use the surface or any other part of the Temporary Construction Easement Area for any purpose. Further, prior to the expiration or termination of the Temporary Construction Easement, Grantor shall not grant or dedicate any easement, right or other interest in, to, on, under or over the Temporary Construction Easement Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee's sole and unfettered discretion.

This Instrument, including, without limitation, the grant and other terms and provisions set forth or incorporated by reference herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and under this Instrument and may do so without obtaining the consent of or providing notice to Grantee.

At the expiration of the Temporary Construction Easement, Grantee shall not and shall not be required to restore the Temporary Construction Easement Area to the condition, or as near as practicable to the condition, that existed immediately prior to Grantee's operations; instead Grantee shall put the Temporary Construction Easement Area in a neat and clean condition with the soil compacted to a reasonable degree; provided, however, that Grantee's obligations in this regard shall not apply with respect to reasonable wear and tear or any changed condition or circumstance not resulting from Grantee's operations, including, without limitation, Grantee's negligence or greater fault. Similarly, Grantee shall not be required to restore (to their pre-existing condition) any vegetation, landscaping or improvements for which the Grantor has (and

Grantor hereby acknowledges and agrees that Grantor has) been paid. Additionally, it is understood that, upon said expiration or termination of the Temporary Construction Easement, Grantee shall have no other or further obligation, liability or duty in connection with the Property.

The covenants contained in this Instrument shall run with the land.

This Instrument arises from the Agreement as entered into by Grantor and Grantee on or about May 12, 2014. The terms and provisions of the Agreement are incorporated into this Instrument by this reference as if set forth in this Instrument in full. Appropriately interested parties may inspect a copy of the Agreement at the offices of Grantee.

This Instrument together with the Agreement contains the entire agreement of the parties relating to the subject matter hereof, including, without limitation, the rights herein granted and the obligations herein assumed. Any oral representations concerning or modifications of this Instrument or the Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed on the date set forth below.

Dated: May 12, 2014

GRANTOR:

Rassel Family Trust Dated August 1, 2005

By: Albert Lawrence Rassel, Trustee

Rassel Family Trust Dated September 19, 2005

By: Albert Lawrence Rassel, Trustee

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On May 12, 2014 before me, R. Martinez, notary public, personally appeared Albert Lawrence Rassel, 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 of Notary Public

R. MARTINEZ
Commission # 1920933
Notary Public - California
San Diego County
My Comm. Expires Jan 8, 2015

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Temporary Construction Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
Gary Gallegos (or designee) Kim Kawanda
Executive Director

Date: 7-22-2014

ATTACHMENT "1"

Legal Description of Property
[APN(s): 179-111-42, 41, 40 & 34]

[attached behind this page]

EXHIBIT A
LEGAL DESCRIPTION

The land referred to herein is situated in the State of CALIFORNIA, County of SAN DIEGO, and described as follows:

PARCEL "B" OF PARCEL MAP NO. 535, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY, JUNE 2, 1971 BEING A SURVEY OF LOTS 185 AND 186 OF RANCHO VISTA, ACCORDING TO THE MAP THEREOF NO. 1960, FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY, NOVEMBER 16, 1926.

Assessor's Parcel Number: **179-111-41-00**

EXHIBIT A
LEGAL DESCRIPTION

The land referred to herein is situated in the State of CALIFORNIA, County of SAN DIEGO, and described as follows:

PARCEL "C" OF PARCEL MAP NO. 535, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 2, 1971, BEING A SURVEY OF LOTS 185 AND 186 OF RANCHO VISTA, ACCORDING TO THE MAP THEREOF NO. 1960, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, NOVEMBER 16, 1926.

Assessor's Parcel Number: **179-111-42-00**

EXHIBIT A
LEGAL DESCRIPTION

The land referred to herein is situated in the State of CALIFORNIA, County of SAN DIEGO, and described as follows:

THAT PORTION OF LOT 186, RANCHO VISTA, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1960, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 16, 1926, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT 186, DISTANT THEREON SOUTH 78°31'00" EAST, 91.21 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT; THENCE SOUTH 78°31'00" EAST ALONG SAID NORTHERLY LINE, 70.00 FEET; THENCE SOUTH 16°38'00" WEST, 130.00 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT; THENCE ALONG SAID SOUTHERLY LINE NORTH 75°59'00" WEST, 70.00 FEET; THENCE NORTH 16°43'20" EAST, 126.92 FEET TO THE POINT OF BEGINNING.

ALSO THAT PORTION OF THE SOUTHERLY 15 FEET OF SAID LOT 186, LYING EASTERLY OF THE EASTERLY LINE OF THE ABOVE DESCRIBED PROPERTY.

Assessor's Parcel Number: **179-111-34-00**

EXHIBIT A
LEGAL DESCRIPTION

The land referred to herein is situated in the State of CALIFORNIA, County of SAN DIEGO, and described as follows:

PARCEL "A" OF PARCEL MAP NO. 535, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY, JUNE 2, 1971 BEING A PORTION OF LOTS 185 AND 186 OF RANCHO VISTA, ACCORDING TO MAP THEREOF NO. 1960, FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY, NOVEMBER 16, 1926.

Assessor's Parcel Number: **179-111-40-00**

EXHIBIT "A"

Legal Description of Temporary Construction Easement Area
[APN(s): 179-111-42, 41, 40 & 34]

[attached behind this page]

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

APN: 179-111-34-00
179-111-40-00
179-111-41-00
179-111-42-00

In the City of Vista, County of San Diego, State of California, being a portion of Lots 185 and 186 of Rancho Vista, according to Map thereof No. 1960, filed in the Office of the Recorder of said San Diego County, November 16, 1926, more precisely shown as Parcels 'A', 'B' and 'C' on Parcel Map No. 535, filed in the Office of the Recorder of said San Diego County, June 2, 1971 and Parcel 'A' of Parcel Map 486, filed in the Office of the Recorder of said San Diego County, March 30, 1971 and described as follows:

Beginning at a point, being the Southeast corner of Parcel "C" of said Parcel Map 535; said point being the POINT OF BEGINNING; thence S.40°25'11"W., a distance of 162.16 feet, ; thence N.75°22'39"W., a distance of 11.11 feet; thence N.40°25'11"E., a distance of 51.77 feet; thence N.20°14'03"E., a distance of 57.96 feet; thence N.40°25'11"E., a distance of 77.87 feet to the point of curve of a non tangent curve to the left, of which the radius point lies N.71°36'03"E., a radial distance of 623.65 feet; thence southerly along the arc, through a central angle of 03°10'12", a distance of 34.51 feet to the POINT OF BEGINNING.

Containing 3,656 square feet, more or less.

See Exhibit "B" attached hereto and made a part hereof.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California.

This Legal Description was prepared by me or under my direction.

PROFESSIONAL LAND SURVEYOR
STEVEN A. HEISE
12-31-14
No. LS 8788
STATE OF CALIFORNIA

Steven A. Heise, PLS8788

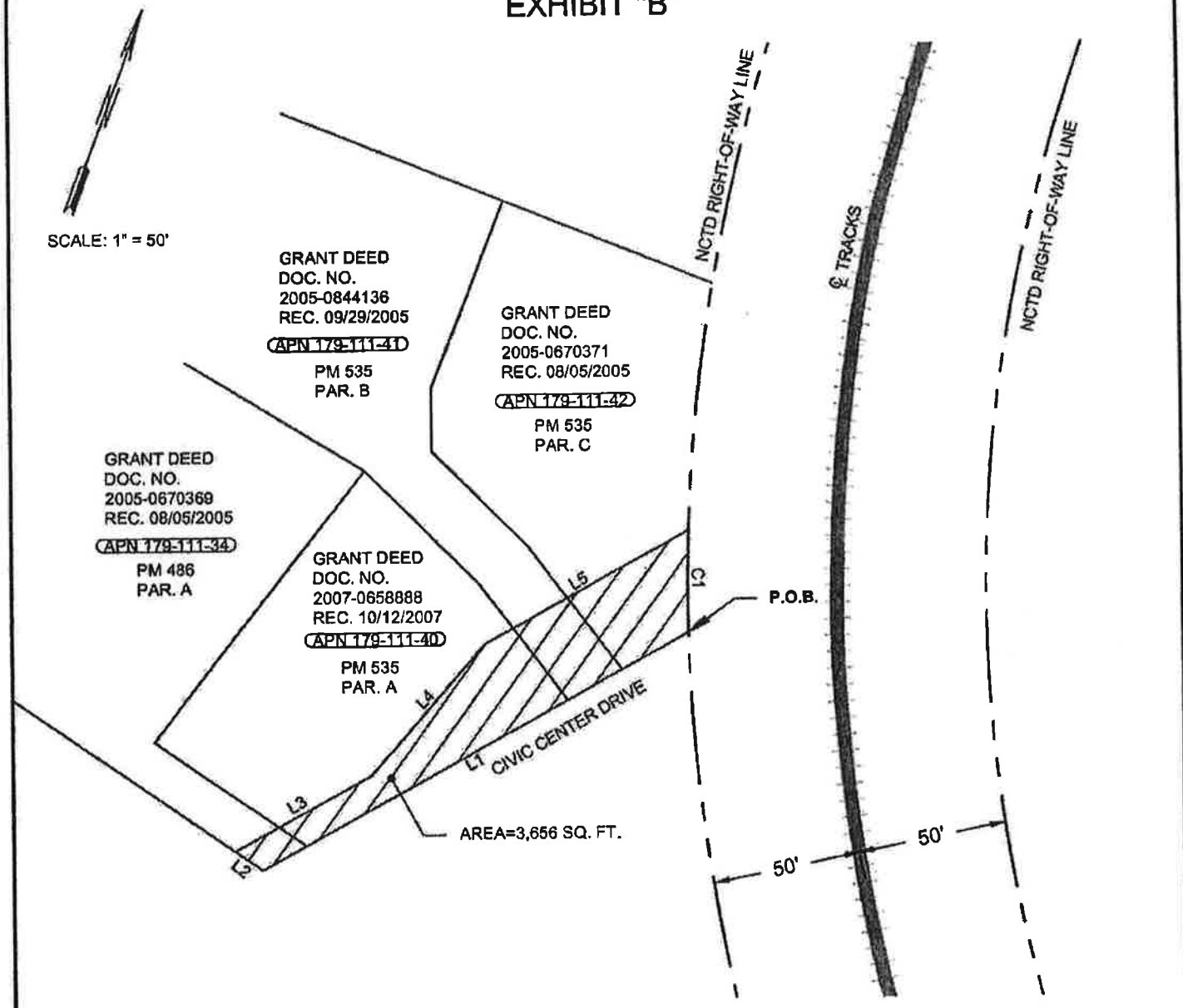
Date: November 14, 2013

EXHIBIT "B"

Map of Temporary Construction Easement Area
[APN(s): 179-111-42, 41, 40 & 34]

[attached behind this page]

EXHIBIT "B"



LEGEND

TEMPORARY CONSTRUCTION EASEMENT

EXISTING LOT/PARCEL LINE

TRACK CENTERLINE

EXISTING NCTD RIGHT-OF-WAY LINE

P.O.B. POINT OF BEGINNING

LINE DATA

L1=N40°25'11"E, L=162.16'
L2=S75°22'39"E, L=11.11'
L3=S40°25'11"W, L=51.77'
L4=S20°14'03"W, L=57.96'
L5=S40°25'11"W, L=77.67'

CURVE DATA

C1= Δ=03°10'12" R=623.65' L=34.51'

PROFESSIONAL LAND SURVEYOR
Steven A. Hetse
12-31-14
LS 8788
STATE OF CALIFORNIA

DESCRIPTION: PARCELS A, B, & C OF PM 535 AND PARCEL A OF PM 486	INLAND RAIL TRAIL	SHEET 1 OF 1
OWNER: RASSEL FAMILY TRUST	DOKKEN ENGINEERING	SCALE: 1" = 50'
ADDRESS: CIVIC CENTER DRIVE VISTA, CA 92083	6070 SUTTON ROAD SUITE 200 SAN DIEGO, CA 92123 (858) 614-5577	DRAFTED: JC
		CHECKED: SH
		DATE PREPARED: 10-22-2013

P:\1948_Inland_Rail_Trail\400\SURVEY PLATS\Priority 1\50_179-111-34, 40, 41 & 42.dwg Friday, Nov. 15 2013 7:32am jaloc

EXHIBIT 2

GRANT OF EASEMENT FOR PUBLIC BIKEWAY, BIKE PATH AND/OR BIKE TRAIL PURPOSES

RECORDING REQUESTED BY
STEWART TITLE OF CALIFORNIA

~~RECORDING REQUESTED BY:~~
Chicago Title Insurance Company
1406 S Santa Fe Avenue
Vista, CA 92084
Escrow and Order No. 73714005032/01180-59020

WHEN RECORDED MAIL TO:
SANDAG
Attn: Emilio Rodriguez, Project Manager
401 B Street, Ste. 800
San Diego, California 92101-4231

7034-01180-59020

Portions APN(s.): 179-121-14-00

DOC # 2014-0418122

SEP 26, 2014 8:00 AM
OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
Ernest J. Dronenburg, Jr., COUNTY RECORDER
FEES: 0.00
OC: NA

PAGES: 8

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

EASEMENT DEED

Grant of Easement for Public Bikeway, Bike Path and/or Bike Trail Purposes

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by **Garland Perry Cochran and Irma S. Cochran, husband and wife** ("**Grantor**"), Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** ("**Grantee**"), and its successors and assigns, an exclusive easement for public bikeway, bike path and/or bike trail purposes, including without limitation bikeway, bike path and/or bike trail right of way, and appurtenances and uses associated therewith, as well as incidentals thereto, over, above, on, under, in, across, along and through that certain portion of Grantor's real property located in the City of Vista, County of San Diego, State of California, more particularly described in the legal description attached hereto as Exhibit "A" and depicted or illustrated on the map attached hereto as Exhibit "B"; both of such attachments / exhibits are incorporated herein by this reference.

The easement rights granted herein, and the rights of Grantee hereunder and pursuant hereto, shall include the right to use of the easement and/or the easement area or any part(s) of it for public bikeway, bike path, sidewalk, walkway, path and/or trail and bicycle and similar vehicle as well as pedestrian use, access, ingress and egress purposes, including without limitation the installation and maintenance of a public bikeway, bike path, sidewalk, walkway, path and/or trail, together with any and all appurtenances pertaining thereto, over, above, on, under, in, across, along and through the real property.

The appurtenances and uses associated with the easement granted herein and the incidentals to such easement include, without limitation, the following: retaining walls, drainage, ditches and public utilities as well as general utility purposes for any and all utility service facilities, including, but not limited to, poles, pipes, drains, ditches, wires, cables, lines, pipelines and conduits for electrical, telephone, television, telecommunication, gas, storm, storm water, sanitary, sewer, water, drainage and other utility services, and all appurtenances and uses pertaining thereto and/or associated therewith, together with the right to trim and remove trees and other vegetation, over, above, on, under, in, across, along and through the real property.

Therefore, the easement rights granted herein, and the rights of Grantee hereunder and pursuant hereto, shall also include the following: the right of ingress and egress, from and to the

Description: San Diego,CA Document - Year.DocID 2014.418122 Page: 1 of 8
Order: 7034-01180-59020 Comment:

easement and the easement area described in this instrument, across the lands of Grantor for all purposes convenient or useful in connection with or incidental to the use or the exercise of the rights granted in this instrument at locations that will not unreasonably interfere with Grantor's reasonable use of the remainder of Grantor's property; the right to construct, reconstruct, repair, replace, operate and maintain said facilities, including without limitation construction, installation, operation, maintenance, repair, replacement, removal and/or enlargement of a retaining wall or walls, a ditch or ditches and/or a drain or drains, including without limitation a water, storm water and/or waste water drain(s), drainage and other ditch(es), channel(s), pipe(s), pipeline(s), basin(s) and/or catch basin(s), together with any and all appurtenances pertaining thereto, and the right to enter upon, pass and re-pass over, along and beside said easement and the easement area; and the right to deposit tools, implements and materials thereon by said Grantee, its officers, agents, representatives, employees, successors and assigns, and by any consultant, contractor, subcontractor, supplier and its or their officers, agents, representatives and employees engaged by, through or under Grantee, its successors and assigns, whenever and wherever necessary for the purposes set forth in this instrument.

The term Grantor as used in this instrument shall mean and include, and this conveyance is binding upon, the Grantor named herein as well as such Grantor's heirs, assigns and/or successors-in-interest.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated: 8/14/14

GRANTOR:

Garland Perry Cochran

Irma S. Cochran

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On 9/14, 2014 before me, R. Martinez, notary public, personally appeared **Garland Perry Cochran and Irma S. Cochran**, 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.

R. MARTINEZ
Commission # 1920933
Notary Public - California
San Diego County
My Comm. Expires Jan 8, 2015

Signature of Notary Public

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Permanent Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____

Gary Gallegos (or designee)
Executive Director

Date: 6-4-2014

EXHIBIT "A" TO
EASEMENT DEED

Legal Description of Easement
[APN(s): 179-121-14]

[attached behind this page]

Description: San Diego,CA Document - Year.DocID 2014.418122 Page: 5 of 8
Order: 7034-01180-59020 Comment:

PERMANENT PATH EASEMENT

APN:179-121-14-00

LEGAL DESCRIPTION
Beginning at a point, on the Easterly Right of Way of the North San Diego County Transit Development Board - Escondido Line Corridor as described in Doc # 2004-0751977, recorded in the Office of the San Diego County Recorder, August 9, 2004, said point being the Southerly corner of Lot 117 of Rancho Vista, in the City of Vista, County of San Diego, State of California, according to Map thereof No. 1960, filed in the Office of the San Diego County Recorded November 16, 1926 and described in Doc # 2011-0435879, filed in the Office of said County Recorder, August 24, 2011, said point being the POINT OF BEGINNING and the beginning of a curve to the right, of which the radius point lies N.74°37'34"E., a radial distance of 523.65 feet; thence northerly along the arc, through a central angle of 03°14'54", a distance of 29.69 feet to the point of curve of a non-tangent curve to the right, of which the radius point lies S.18°02'40"W., a radial distance of 18.00 feet; thence southeasterly along the arc, through a central angle of 60°40'52", a distance of 19.06 feet; thence S.11°16'27"E., a distance of 5.48 feet to the point of curve of a non-tangent curve to the right, of which the radius point lies N.59°31'41"W., a radial distance of 269.98 feet; thence southwesterly along the arc, through a central angle of 02°27'39", a distance of 11.60 feet to the POINT OF BEGINNING.

Containing 183 square feet, more or less.

See Exhibit 'B' attached hereto and made part hereof.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California

This legal description was prepared by me or under my direct supervision.

Steven A. Heise, PLS 8788

10.31.13
Date

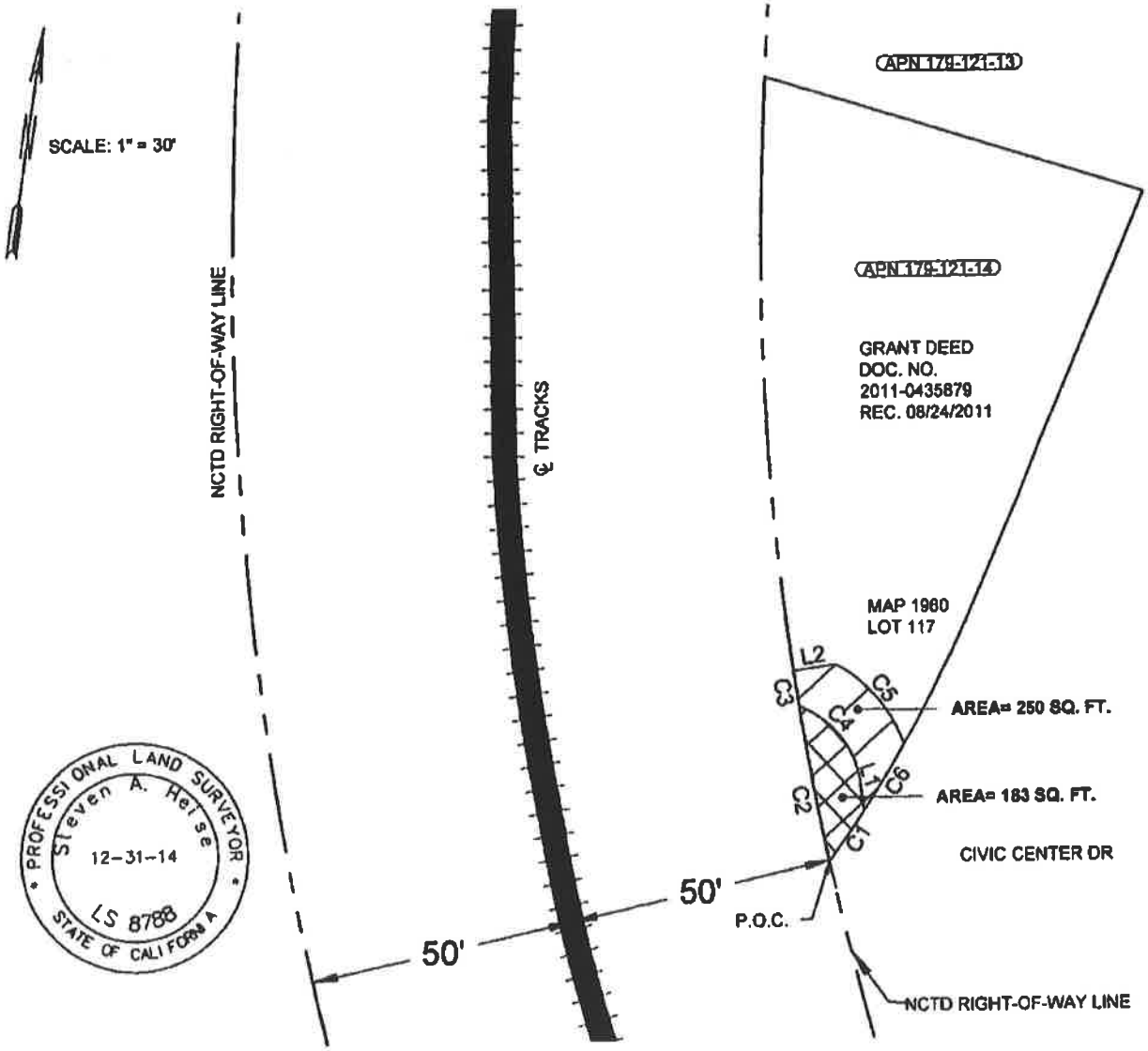
PROFESSIONAL LAND SURVEYOR
STEVEN A. HEISE
12.31.14
No. LS 8788
STATE OF CALIFORNIA

EXHIBIT "B" TO
EASEMENT DEED

Map of Real Property
[APN(s): 179-121-14]

[attached behind this page]

EXHIBIT "B"



PROFESSIONAL LAND SURVEYOR
Steven A. Hetse
12-31-14
LS 8788
STATE OF CALIFORNIA

LEGEND

	TEMPORARY CONSTRUCTION EASEMENT
	PERMANENT PATH EASEMENT
	EXISTING LOT/PARCEL LINE
	TRACK CENTERLINE
	EXISTING NCTD RIGHT-OF-WAY LINE
P.O.C.	POINT OF COMMENCEMENT

LINE DATA
L1=N11°16'27"W, L=5.48'
L2=S78°36'36"W, L=8.00'

CURVE DATA
C1= Δ=02°27'39" R=269.98' L=11.60'
C2= Δ=03°14'54" R= 523.65' L=29.69'
C3= Δ=00°44'08" R= 523.65' L=6.72'
C4= Δ=60°40'52" R= 18.00' L=19.06'
C5= Δ=41°33'27" R= 28.00' L=20.31'
C6= Δ=03°05'52" R= 269.98' L=14.60'

DESCRIPTION: A PORTION OF GRANT DEED DESCRIBED IN DOC. NO. 2011-0435879	INLAND RAIL TRAIL
OWNER: GARLAND P COCHRAN IRMA S COCHRAN	DOKKEN ENGINEERING
ADDRESS: 229 PALA VISTA DRIVE VISTA, CA 92083	SHEET 1 OF 1
	SCALE: 1" = 30'
	DRAFTED: JC
	CHECKED: SH
	DATE PREPARED: 10-18-2013

P:\1946_Inland_Rail_Trail\460\SURVEY PLATS\Priority 1\31_179-121-14.dwg Monday, Oct 28 2013 9:26am jmac

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

RECORDING REQUESTED BY
STEWART TITLE OF CALIFORNIA

~~RECORDING REQUESTED BY:~~
Chicago Title Insurance Company
1406 S Santa Fe Avenue
Vista, CA 92084
Escrow and Order No. 73714005032/01180-59020

DOC # 2014-0418121

SEP 26, 2014 8:00 AM
OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
Ernest J. Dronenburg, Jr., COUNTY RECORDER
FEES: 0.00
OC: NA

PAGES: 11

WHEN RECORDED MAIL TO:
San Diego Association of Governments
Attn: Emilio Rodriguez, Senior Engineer
401 B Street, Suite 800
San Diego, California 92101

7034-01180-59020

Portions APN(s): 179-121-14-00

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

This Grant of Temporary Construction Easement (hereinafter referred to as this "**Instrument**") is made and entered into by the undersigned **Garland Perry Cochran and Irma S. Cochran, husband and wife** (hereinafter referred to as "**Grantor**"), with reference and respect to that certain Agreement of Purchase and Sale and Joint Escrow Instructions as further described and referenced in the second to last paragraph of this Instrument (hereinafter referred to as the "**Agreement**"). Grantor represents and warrants that it is the owner in fee simple of certain real property located in the City of Vista, County of San Diego, State of California, more fully described in ATTACHMENT "1" attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** (hereinafter referred to as "**Grantee**"), and its successors and assigns, a temporary and exclusive construction easement and right of way ("Temporary Construction Easement"), over, above, on, under, in, across, along and through that certain portion of the Property more fully described and depicted or illustrated in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Temporary Construction Easement Area**"), for the purpose of all necessary and convenient activities associated with the Inland Rail Trails Project (hereinafter referred to as the "**Project**"), as further described in the Agreement, including, without limitation, construction and/or operation of the Project.

The Temporary Construction Easement shall, unless extended, expire on the date ("**Expiration Date**") that is twelve (12) months from and after the anticipated commencement of construction within the Temporary Construction Easement Area as established in a notice given to Grantor by or on behalf of Grantee pursuant to the Agreement. The Grantee shall have an option to extend the Temporary Construction Easement on a month-to-month basis (and/or as otherwise provided in the Agreement) until construction of the Project is completed. Upon occurrence of the completion of the Project, the then-owners of record of the Property shall have the right to request and, thereafter, receive from Grantee a duly executed and acknowledged instrument in writing whereby Grantee quitclaims or otherwise releases its interest in the Temporary Construction Easement, but not the other terms and provisions of this Instrument, to

Description: San Diego,CA Document - Year.DocID 2014.418121 Page: 1 of 11
Order: 7034-01180-59020 Comment:

the said then-owner of record of the Property, and may cause same to be recorded in Official Records of San Diego County, California.

Grantor covenants, by and for itself, its heirs, successors and assigns, including, without limitation, any voluntary and involuntary successor(s)-in-interest to the Property or any part thereof, that Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee's sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the Temporary Construction Easement Area or which may interfere with the use of the Temporary Construction Easement Area; and Grantor shall not permit the erection, placement, or maintenance of any improvement, or undertaking of any other activity, which may interfere with the use of the Temporary Construction Easement Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the Temporary Construction Easement Area.

The Temporary Construction Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontrators and workmen to (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement, (ii) use, control and occupy the Temporary Construction Easement Area, (iiii) use and temporarily place and operate tools, equipment, machinery, and materials on the Temporary Construction Easement Area, and (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora, including, without limitation, the roots thereof, located within the Temporary Construction Easement Area.

As the Temporary Construction Easement is exclusive, Grantor acknowledges and agrees that, until after the Expiration Date, Grantor has no or retains no right to use the surface or any other part of the Temporary Construction Easement Area for any purpose. Further, prior to the expiration or termination of the Temporary Construction Easement, Grantor shall not grant or dedicate any easement, right or other interest in, to, on, under or over the Temporary Construction Easement Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee's sole and unfettered discretion.

This Instrument, including, without limitation, the grant and other terms and provisions set forth or incorporated by reference herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and under this Instrument and may do so without obtaining the consent of or providing notice to Grantee.

At the expiration of the Temporary Construction Easement, Grantee shall not and shall not be required to restore the Temporary Construction Easement Area to the condition, or as near as practicable to the condition, that existed immediately prior to Grantee's operations; instead Grantee shall put the Temporary Construction Easement Area in a neat and clean condition with the soil compacted to a reasonable degree; provided, however, that Grantee's obligations in this regard shall not apply with respect to reasonable wear and tear or any changed condition or circumstance not resulting from Grantee's operations, including, without limitation, Grantee's negligence or greater fault. Similarly, Grantee shall not be required to restore (to their pre-existing condition) any vegetation, landscaping or improvements for which the Grantor has (and Grantor hereby acknowledges and agrees that Grantor has) been paid. Additionally, it is

Description: San Diego,CA Document - Year.DocID 2014.418121 Page: 2 of 11
Order: 7034-01180-59020 Comment:

understood that, upon said expiration or termination of the Temporary Construction Easement, Grantee shall have no other or further obligation, liability or duty in connection with the Property.

The covenants contained in this Instrument shall run with the land.

This Instrument arises from the Agreement as entered into by Grantor and Grantee on or about June 4 __, 2014. The terms and provisions of the Agreement are incorporated into this Instrument by this reference as if set forth in this Instrument in full. Appropriately interested parties may inspect a copy of the Agreement at the offices of Grantee.

This Instrument together with the Agreement contains the entire agreement of the parties relating to the subject matter hereof, including, without limitation, the rights herein granted and the obligations herein assumed. Any oral representations concerning or modifications of this Instrument or the Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed on the date set forth below.

Dated: 8/14/14

GRANTOR:

Garland Perry Cochran

Irma S. Cochran

Description: San Diego,CA Document - Year.DocID 2014.418121 Page: 3 of 11
Order: 7034-01180-59020 Comment:

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On 8/14, 2014 before me, R. Martinez, notary public, personally appeared **Garland Perry Cochran and Irma S. Cochran,** 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.

R. MARTINEZ
Commission # 1920933
Notary Public - California
San Diego County
My Comm. Expires Jan 8, 2015

Signature of Notary Public

Description: San Diego,CA Document - Year.DocID 2014.418121 Page: 4 of 11
Order: 7034-01180-59020 Comment:

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Temporary Construction Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
Gary Gallegos (or designee)
Executive Director

Date: 6-4-2014

Cochran_TCE

Description: San Diego,CA Document - Year.DocID 2014.418121 Page: 5 of 11
Order: 7034-01180-59020 Comment:

ATTACHMENT "1"

Legal Description of Property
[APN(s): 179-121-14]

[attached behind this page]

Description: San Diego,CA Document - Year.DocID 2014.418121 Page: 6 of 11
Order: 7034-01180-59020 Comment:

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Diego, City of Vista and described as follows:

Alt that portion of Lot 117 of Rancho Vista, in the City of Vista, County of Son Diego, State of California, according to Map thereof Mo. 1960, filed in the office of the County Recorder of San Diego County, November 15, 1926, lying Southerly of the following described line:

Beginning at a point in the Southeasterly line of said Lot 117, being also In the Northwesterly right- of-way line of Sunset Drive, formerly known as Lado De Loya Drive, as same is shown on said Map No. 1960, distant thereon South 19 degrees 39 minutes 00 seconds West, 116.18 feet from the most Easterly corner of said Lot 117;

thence North 76 degrees 44 minutes 00 seconds West, 75.19 feet to a point In the Westerly line of said Lot 117.

APN: 179-121-14-00
(End of Legal Description)

Description: San Diego,CA Document - Year.DocID 2014.418121 Page: 7 of 11
Order: 7034-01180-59020 Comment:

EXHIBIT "A"

Legal Description of Temporary Construction Easement Area
[APN(s): 179-121-14]

[attached behind this page]

Description: San Diego,CA Document - Year.DocID 2014.418121 Page: 8 of 11
Order: 7034-01180-59020 Comment:

TEMPORARY CONSTRUCTION EASEMENT

APN:179-121-14-00

LEGAL DESCRIPTION
Commencing at a point on the Easterly Right of Way of the North San Diego County Transit Development Board - Escondido Line Corridor as described in Doc # 2004-0751977, recorded in the Office of the San Diego County Recorder, August 9, 2004, said point being the Southerly corner of Lot 117 of Rancho Vista, in the City of Vista, County of San Diego, State of California, according to Map thereof No. 1960, filed in the Office of the San Diego County Recorded November 16, 1926 and described in Doc # 2011-0435879, filed in the Office of said County Recorder, August 24, 2011; thence N.31°42'08"E., a distance of 11.59 feet to the POINT OF BEGINNING; thence N.11°16'27"W., a distance of 5.48 feet to a point of curve to the left having a radius of 18.00 feet and a central angle of 60°40'52"; thence northwesterly along the arc a distance of 19.06 feet to the point of curve of a non-tangent curve to the right, of which the radius point lies N.77°52'28"E., a radial distance of 523.65 feet; thence northerly along the arc, through a central angle of 00°44'08", a distance of 6.72 feet; thence N.78°36'36"E., a distance of 8.00 feet to the point of curve of a non-tangent curve to the right, of which the radius point lies S.25°29'11"W., a radial distance of 28.00 feet; thence southeasterly along the arc, through a central angle of 41°33'27", a distance of 20.31 feet to the point of curve of a non-tangent curve to the right, of which the radius point lies N.62°37'33"W., a radial distance of 269.98 feet; thence southwesterly along the arc, through a central angle of 03°05'52", a distance of 14.60 feet to the POINT OF BEGINNING.

Containing 250 square feet, more or less.

See Exhibit 'B' attached hereto and made part hereof.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California

This legal description was prepared by me or under my direct supervision.

Steven A. Heise, PLS 8788

10.31.13
Date



Description: San Diego,CA Document - Year.DocID 2014.418121 Page: 9 of 11
Order: 7034-01180-59020 Comment:

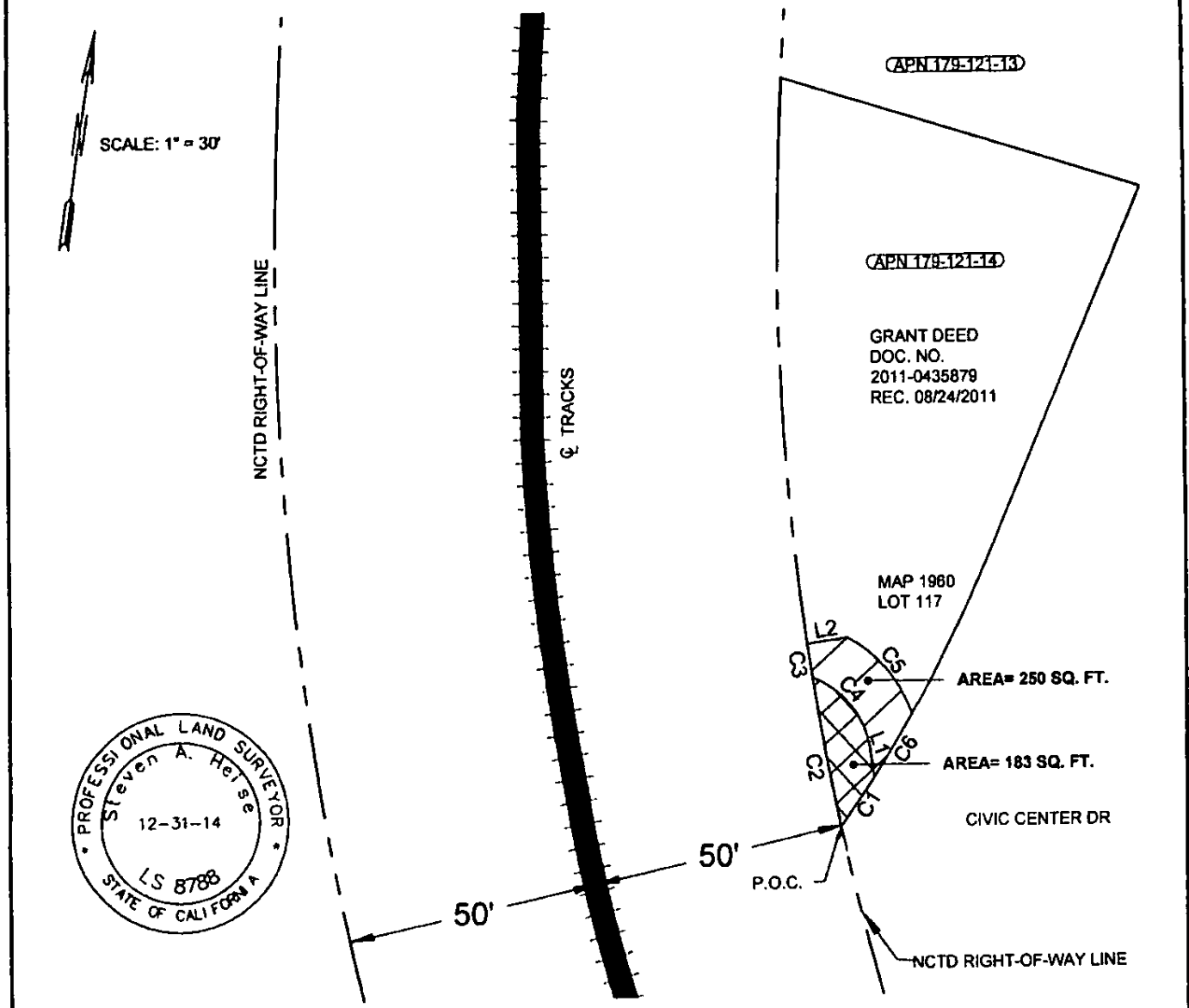
EXHIBIT "B"

Map of Temporary Construction Easement Area
[APN(s): 179-121-14]

[attached behind this page]

Description: San Diego,CA Document - Year.DocID 2014.418121 Page: 10 of 11
Order: 7034-01180-59020 Comment:

EXHIBIT "B"



PROFESSIONAL LAND SURVEYOR
Steven A. Heise
12-31-14
LS 8788
STATE OF CALIFORNIA

LEGEND

- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT PATH EASEMENT
- EXISTING LOT/PARCEL LINE
- TRACK CENTERLINE
- EXISTING NCTD RIGHT-OF-WAY LINE
- P.O.C. — POINT OF COMMENCEMENT

LINE DATA
L1=N11°16'27"W, L=5.48'
L2=S78°36'36"W, L=8.00'

CURVE DATA
C1= Δ=02°27'39" R=269.98' L=11.60'
C2= Δ=03°14'54" R= 523.65' L=29.69'
C3= Δ=00°44'08" R= 523.65' L=6.72'
C4= Δ=60°40'52" R= 18.00' L=19.06'
C5= Δ=41°33'27" R= 28.00' L=20.31'
C6= Δ=03°05'52" R= 269.98' L=14.60'

DESCRIPTION:
A PORTION OF GRANT DEED DESCRIBED IN DOC. NO. 2011-0435879

OWNER:
GARLAND P COCHRAN
IRMA S COCHRAN

ADDRESS:
229 PALA VISTA DRIVE
VISTA, CA 92083

INLAND RAIL TRAIL

DOKKEN ENGINEERING
[illegible] HUFFMAN ROAD
SUITE 200
SAN DIEGO, CA 92123
(858) 514-8377

SHEET 1 OF 1
SCALE: 1" = 30'
DRAFTED JC
CHECKED: SH
DATE PREPARED:
10-18-2013

P:\1848_Inland_Rail_Trail\400\SURVEY PLATS\Priority 1\SI_179-121-14.dwg Monday, Oct. 28 2013 8:26am jonac

Description: San Diego,CA Document - Year.DocID 2014.418121 Page: 11 of 11
Order: 7034-01180-59020 Comment:

EXHIBIT 3

GRANT OF EASEMENT FOR PUBLIC BIKEWAY, BIKE PATH AND/OR BIKE TRAIL PURPOSES

RECORDING REQUESTED BY:
Chicago Title Insurance Company
1406 S. Santa Fe Avenue
Vista, CA 92084
Escrow and Order No. _____

WHEN RECORDED MAIL TO:
SANDAG
Attn: Emilio Rodriguez, Project Manager
401 B Street, Ste. 800
San Diego, California 92101-4231

Portions APN(s.): 179-021-05

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

EASEMENT DEED

Grant of Easement for Public Bikeway, Bike Path and/or Bike Trail Purposes

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by H.A. Geib Family Trust, dated December 31, 1986 ("**Grantor**"), Grantor does hereby GRANT and CONVEY to the San Diego Association of Governments ("**Grantee**"), and its successors and assigns, an exclusive easement for public bikeway, bike path and/or bike trail purposes, including without limitation bikeway, bike path and/or bike trail right of way, and appurtenances and uses associated therewith, as well as incidentals thereto, over, above, on, under, in, across, along and through that certain portion of Grantor's real property located in the City of Vista, County of San Diego, State of California, more particularly described in the legal description attached hereto as Exhibit "A" and depicted or illustrated on the map attached hereto as Exhibit "B"; both of such attachments / exhibits are incorporated herein by this reference.

The easement rights granted herein, and the rights of Grantee hereunder and pursuant hereto, shall include the right to use of the easement and/or the easement area or any part(s) of it for public bikeway, bike path, sidewalk, walkway, path and/or trail and bicycle and similar vehicle as well as pedestrian use, access, ingress and egress purposes, including without limitation the installation and maintenance of a public bikeway, bike path, sidewalk, walkway, path and/or trail, together with any and all appurtenances pertaining thereto, over, above, on, under, in, across, along and through the real property.

The appurtenances and uses associated with the easement granted herein and the incidentals to such easement include, without limitation, the following: retaining walls, drainage, ditches and public utilities as well as general utility purposes for any and all utility service facilities, including, but not limited to, poles, pipes, drains, ditches, wires, cables, lines, pipelines and conduits for electrical, telephone, television, telecommunication, gas, storm, storm water, sanitary, sewer, water, drainage and other utility services, and all appurtenances and uses pertaining thereto and/or associated therewith, together with the right to trim and remove trees and other vegetation, over, above, on, under, in, across, along and through the real property.

Therefore, the easement rights granted herein, and the rights of Grantee hereunder and pursuant hereto, shall also include the following: the right of ingress and egress, from and to the

easement and the easement area described in this instrument, across the lands of Grantor for all purposes convenient or useful in connection with or incidental to the use or the exercise of the rights granted in this instrument at locations that will not unreasonably interfere with Grantor's reasonable use of the remainder of Grantor's property; the right to construct, reconstruct, repair, replace, operate and maintain said facilities, including without limitation construction, installation, operation, maintenance, repair, replacement, removal and/or enlargement of a retaining wall or walls, a ditch or ditches and/or a drain or drains, including without limitation a water, storm water and/or waste water drain(s), drainage and other ditch(es), channel(s), pipe(s), pipeline(s), basin(s) and/or catch basin(s), together with any and all appurtenances pertaining thereto, and the right to enter upon, pass and re-pass over, along and beside said easement and the easement area; and the right to deposit tools, implements and materials thereon by said Grantee, its officers, agents, representatives, employees, successors and assigns, and by any consultant, contractor, subcontractor, supplier and its or their officers, agents, representatives and employees engaged by, through or under Grantee, its successors and assigns, whenever and wherever necessary for the purposes set forth in this instrument.

The term Grantor as used in this instrument shall mean and include, and this conveyance is binding upon, the Grantor named herein as well as such Grantor's heirs, assigns and/or successors-in-interest.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated: 3/19/14

GRANTOR: H.A. Geib Family Trust, dated December 31, 1986

By: Gretchen L Gorman

Printed: GRETCHEN L. GORMAN

Title: Trustee

By: James M. Gorman

Printed: James M. Gorman

Title: Trustee

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On March 19, 2014 before me, Avril U. Williams, notary public, personally appeared Gretchen L. Gorman and James M. Gorman, 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.

AVRIL U. WILLIAMS
COMM. #1958242
Notary Public-California
RIVERSIDE COUNTY
My Comm. Exp. NOV 22, 2015

Signature of Notary Public

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Permanent Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
Gary Gallegos (or designee)
Executive Director

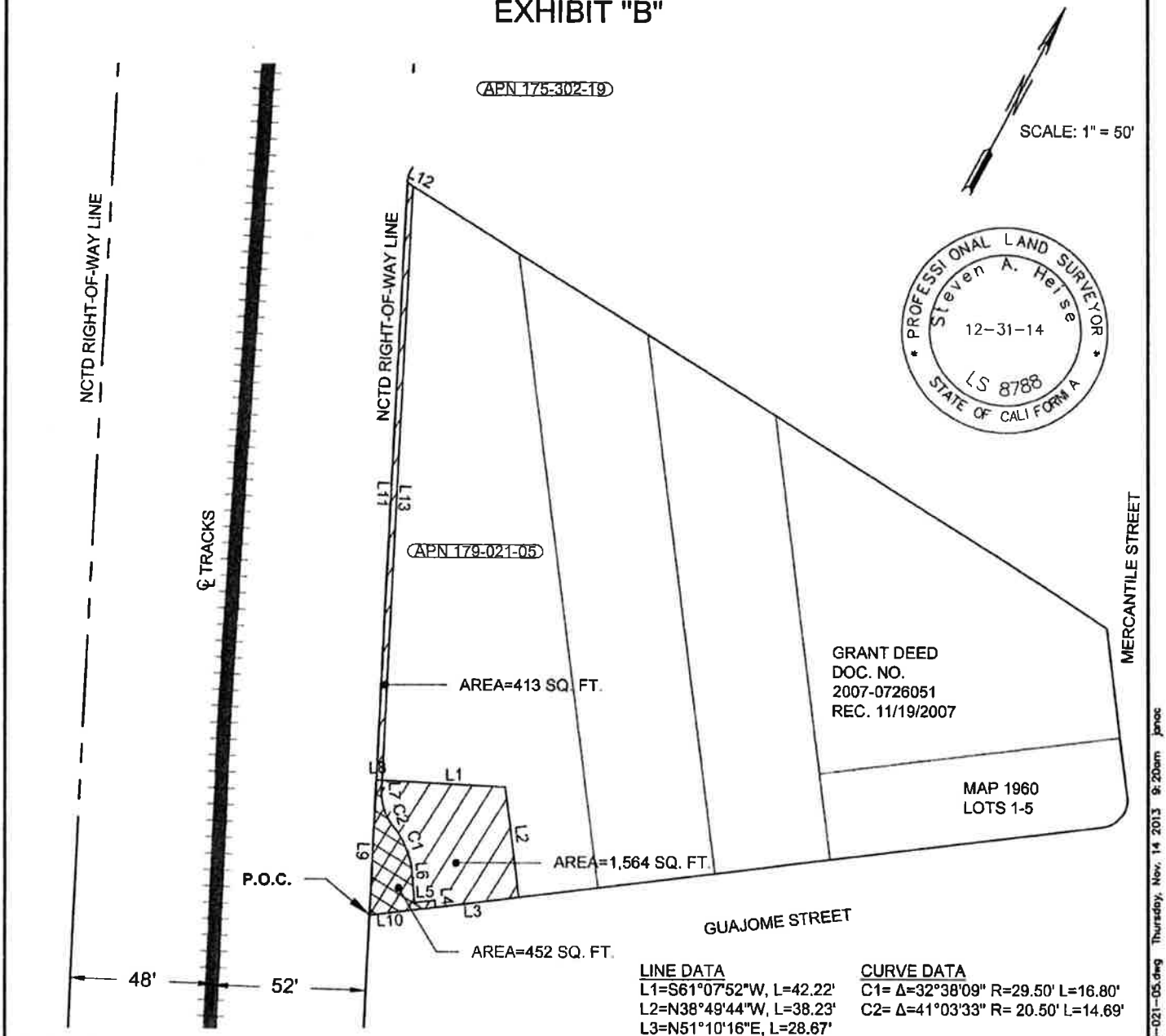
Date: 6-4-2014

EXHIBIT "B" TO
EASEMENT DEED

Map of Real Property
[APN(s): 179-021-05]

[attached behind this page]

EXHIBIT "B"



PROFESSIONAL LAND SURVEYOR
Steven A. Heise
12-31-14
LS 8788
STATE OF CALIFORNIA

LEGEND

	TEMPORARY CONSTRUCTION EASEMENT
	PERMANENT PATH EASEMENT
	EXISTING LOT/PARCEL LINE
	TRACK CENTERLINE
	EXISTING NCTD RIGHT-OF-WAY LINE
P.O.C.	POINT OF COMMENCEMENT

LINE DATA

L1=S61°07'52"W, L=42.22'
L2=N38°49'44"W, L=38.23'
L3=N51°10'16"E, L=28.67'
L4=N38°49'44"W, L=2.50'
L5=N51°10'16"E, L=6.79'
L6=N37°17'32"W, L=10.24'
L7=N28°52'08"W, L=2.67'
L8=S61°07'52"W, L=2.00'
L9=S28°52'08"E, L=46.58'
L10=N51°10'16"E, L=22.94'
L11=S28°52'08"E, L=207.12'
L12=N89°14'44"W, L=2.30'
L13=N28°52'08"W, L=205.98'

CURVE DATA

C1= Δ=32°38'09" R=29.50' L=16.80'
C2= Δ=41°03'33" R= 20.50' L=14.69'

DESCRIPTION:
A PORTION OF GRANT DEED DESCRIBED IN DOC. NO. 2007-0726051

OWNER:
GORMAN FAMILY TRUST

ADDRESS:
437 S. SANTA FE AVENUE
VISTA, CA 92083

INLAND RAIL TRAIL

DOKKEN ENGINEERING
5976 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123
(858) 514-8377

SHEET 1 OF 1
SCALE: 1" = 50'
DRAFTED: JC
CHECKED: SH
DATE PREPARED: 10-22-2013

P:\1948_Inland_Rail_Trail\460\SURVEY PLATS\Priority 4\61_179-021-05.dwg Thursday, Nov. 14 2013 9:20am jonoc

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

RECORDING REQUESTED BY:
Chicago Title Insurance Company
1406 S. Santa Fe Avenue
Vista, CA 92084
Escrow and Order No. _____

WHEN RECORDED MAIL TO:
San Diego Association of Governments
Attn: Emilio Rodriguez, Senior Engineer
401 B Street, Suite 800
San Diego, California 92101

Portions APN(s.): 179-021-05

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

This Grant of Temporary Construction Easement (hereinafter referred to as this "**Instrument**") is made and entered into by the undersigned H.A. Geib Family Trust, dated December 31, 1986 (hereinafter referred to as "**Grantor**"), with reference and respect to that certain Agreement of Purchase and Sale and Joint Escrow Instructions as further described and referenced in the second to last paragraph of this Instrument (hereinafter referred to as the "**Agreement**"). Grantor represents and warrants that it is the owner in fee simple of certain real property located in the City of Vista, County of San Diego, State of California, more fully described in ATTACHMENT "1" attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** (hereinafter referred to as "**Grantee**"), and its successors and assigns, a temporary and exclusive construction easement and right of way ("Temporary Construction Easement"), over, above, on, under, in, across, along and through that certain portion of the Property more fully described and depicted or illustrated in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Temporary Construction Easement Area**"), for the purpose of all necessary and convenient activities associated with the Inland Rail Trails Project (hereinafter referred to as the "**Project**"), as further described in the Agreement, including, without limitation, construction and/or operation of the Project.

The Temporary Construction Easement shall, unless extended, expire on the date ("**Expiration Date**") that is twelve (12) months from and after the anticipated commencement of construction within the Temporary Construction Easement Area as established in a notice given to Grantor by or on behalf of Grantee pursuant to the Agreement. The Grantee shall have an option to extend the Temporary Construction Easement on a month-to-month basis (and/or as otherwise provided in the Agreement) until construction of the Project is completed. Upon occurrence of the completion of the Project, the then-owners of record of the Property shall have the right to request and, thereafter, receive from Grantee a duly executed and acknowledged instrument in writing whereby Grantee quitclaims or otherwise releases its interest in the Temporary Construction Easement, but not the other terms and provisions of this Instrument, to

the said then-owner of record of the Property, and may cause same to be recorded in Official Records of San Diego County, California.

Grantor covenants, by and for itself, its heirs, successors and assigns, including, without limitation, any voluntary and involuntary successor(s)-in-interest to the Property or any part thereof, that Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee's sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the Temporary Construction Easement Area or which may interfere with the use of the Temporary Construction Easement Area; and Grantor shall not permit the erection, placement, or maintenance of any improvement, or undertaking of any other activity, which may interfere with the use of the Temporary Construction Easement Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the Temporary Construction Easement Area.

The Temporary Construction Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontractors and workmen to (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement, (ii) use, control and occupy the Temporary Construction Easement Area, (iii) use and temporarily place and operate tools, equipment, machinery, and materials on the Temporary Construction Easement Area, and (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora, including, without limitation, the roots thereof, located within the Temporary Construction Easement Area.

As the Temporary Construction Easement is exclusive, Grantor acknowledges and agrees that, until after the Expiration Date, Grantee has no or retains no right to use the surface or any other part of the Temporary Construction Easement Area for any purpose. Further, prior to the expiration or termination of the Temporary Construction Easement, Grantor shall not grant or dedicate any easement, right or other interest in, to, on, under or over the Temporary Construction Easement Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee's sole and unfettered discretion.

This Instrument, including, without limitation, the grant and other terms and provisions set forth or incorporated by reference herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and under this Instrument and may do so without obtaining the consent of or providing notice to Grantee.

At the expiration of the Temporary Construction Easement, Grantee shall not and shall not be required to restore the Temporary Construction Easement Area to the condition, or as near as practicable to the condition, that existed immediately prior to Grantee's operations; instead Grantee shall put the Temporary Construction Easement Area in a neat and clean condition with the soil compacted to a reasonable degree; provided, however, that Grantee's obligations in this regard shall not apply with respect to reasonable wear and tear or any changed condition or circumstance not resulting from Grantee's operations, including, without limitation, Grantee's negligence or greater fault. Similarly, Grantee shall not be required to restore (to their pre-existing condition) any vegetation, landscaping or improvements for which the Grantor has (and Grantor hereby acknowledges and agrees that Grantor has) been paid. Additionally, it is

understood that, upon said expiration or termination of the Temporary Construction Easement, Grantee shall have no other or further obligation, liability or duty in connection with the Property.

The covenants contained in this Instrument shall run with the land.

This Instrument arises from the Agreement as entered into by Grantor and Grantee on or about _____ __, 2014. The terms and provisions of the Agreement are incorporated into this Instrument by this reference as if set forth in this Instrument in full. Appropriately interested parties may inspect a copy of the Agreement at the offices of Grantee.

This Instrument together with the Agreement contains the entire agreement of the parties relating to the subject matter hereof, including, without limitation, the rights herein granted and the obligations herein assumed. Any oral representations concerning or modifications of this Instrument or the Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed on the date set forth below.

Dated: 3/19/14

GRANTOR:

H.A. Geib Family Trust,
dated December 31, 1986

By: Gretchen L Gorman

Name: GRETCHEN L. GORMAN

Title: Trustee

By: James M. Gorman

Name: James M. Gorman

Title: Trustee

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orang)

On March 19, 2014 before me, Avril U. Williams, notary public, personally appeared Gretchen L Gorman and James M. Gorman, 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.

ESI1 AVRIL U. WILLIAMS COMM. #1958242 Notary Public-California RIVERSIDE COUNTY My Comm. Exp. NOV 22, 2015 ESI1

Signature of Notary Public

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Temporary Construction Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
Gary Gallegos (or designee)
Executive Director

Date: 6-4-2014

ATTACHMENT "1"

Legal Description of Property
[APN(s): 179-021-05]

[attached behind this page]

EXHIBIT A
LEGAL DESCRIPTION

The land referred to herein is situated in the State of CALIFORNIA, County of SAN DIEGO, and described as follows:

LOTS 1 AND 5, INCLUSIVE, RANCHO VISTA, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1960, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, ON APRIL 27, 1951.

Assessor's Parcel Number: **179-021-05-00**

EXHIBIT "A"

Legal Description of Temporary Construction Easement Area
[APN(s): 179-021-05]

[attached behind this page]

EXHIBIT A
LEGAL DESCRIPTION

In the City of Vista, County of San Diego, State of California Lots 5, of Rancho Vista, according to Map thereof No. 1960, filed in the Office of the County Recorder of San Diego County, November 16, 1926 and described in Grant Deed, Doc. No. 2000-0252274 recorded May 16, 2000, Official Records of said San Diego County, described as follows:

TEMPORARY CONSTRUCTION EASEMENT

APN: 179-021-05-00

Commencing at a point being the Southwest corner of said, Lot 5; thence N.51°10'16"E., a distance of 22.94 feet to the POINT OF BEGINNING; thence N.38°49'44"W., a distance of 2.50 feet; thence S.51°10'16"W., a distance of 6.79 feet; thence N.37°17'32"W., a distance of 10.24 feet to a point of curve to the left having a radius of 29.50 feet and a central angle of 32°38'09"; thence northwesterly along the arc a distance of 16.80 feet to a point of reverse curve to the right having a radius of 20.50 feet and a central angle of 41°03'33"; thence northwesterly along the arc, a distance of 14.69 feet; thence N.28°52'08"W., a distance of 2.67 feet; thence N.61°07'52"E., a distance of 42.22 feet; thence S.38°49'44"E., a distance of 38.23 feet; thence S.51°10'16"W., a distance of 28.67 feet to the POINT OF BEGINNING.

Containing 1,564 square feet, more or less.

See Exhibit "B" attached hereto and made a part hereof.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California.

This Legal Description was prepared by me or under my direction.

Steven A. Heise, PLS8788

Date: November 14, 2013

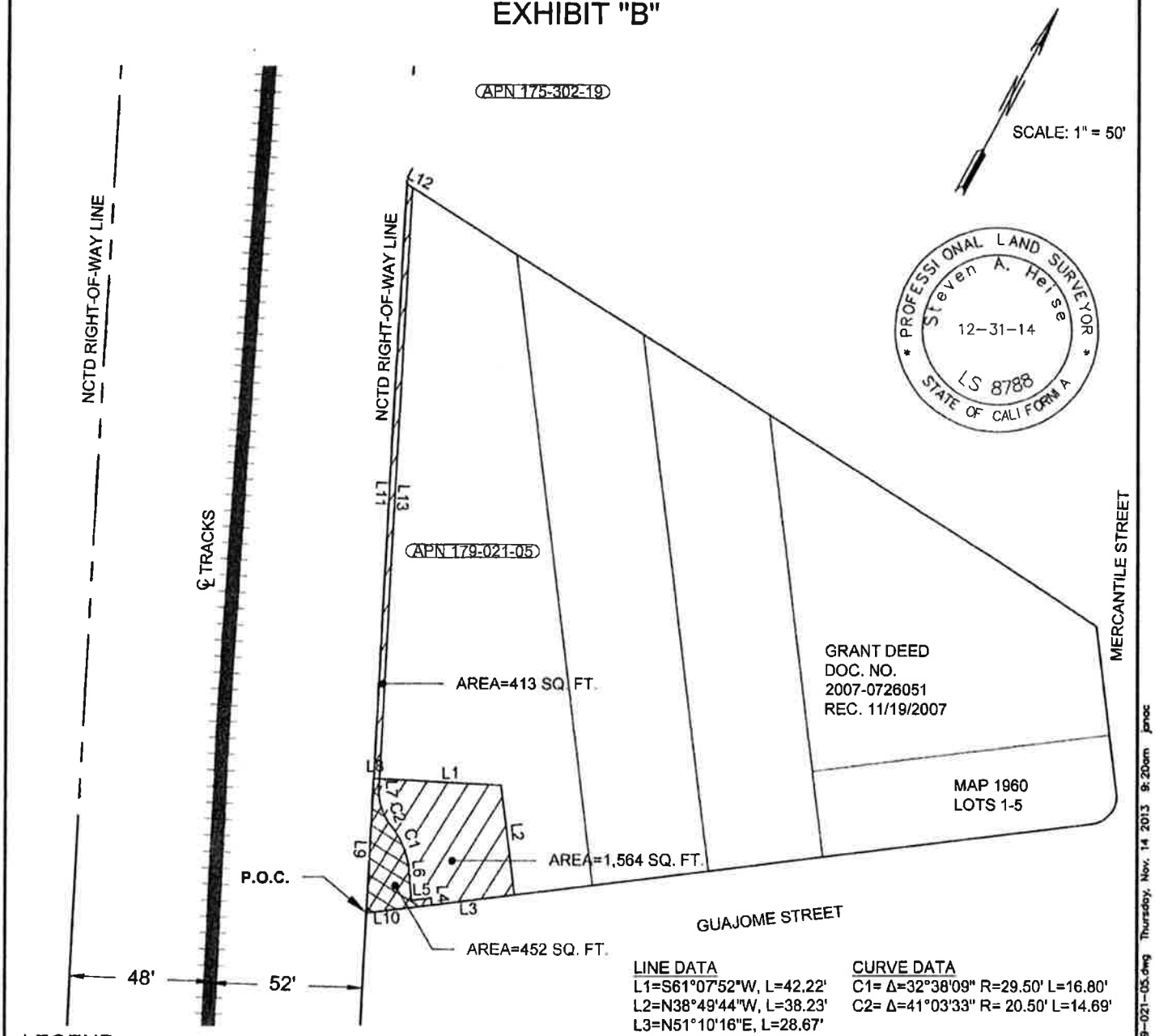


EXHIBIT "B"

Map of Temporary Construction Easement Area
[APN(s): 179-021-05]

[attached behind this page]

EXHIBIT "B"



LEGEND

	TEMPORARY CONSTRUCTION EASEMENT
	PERMANENT PATH EASEMENT
	EXISTING LOT/PARCEL LINE
	TRACK CENTERLINE
	EXISTING NCTD RIGHT-OF-WAY LINE
P.O.C.	POINT OF COMMENCEMENT

LINE DATA

L1=S61°07'52"W, L=42.22'
L2=N38°49'44"W, L=38.23'
L3=N51°10'16"E, L=28.67'
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CURVE DATA

C1= Δ=32°38'09" R=29.50' L=16.80'
C2= Δ=41°03'33" R= 20.50' L=14.69'

DESCRIPTION:
A PORTION OF GRANT DEED DESCRIBED IN DOC. NO. 2007-0726051

OWNER:
GORMAN FAMILY TRUST

ADDRESS:
437 S. SANTA FE AVENUE
VISTA, CA 92083

INLAND RAIL TRAIL

DOKKEN ENGINEERING
5976 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123
(858) 514-8377

SHEET 1 OF 1
SCALE: 1" = 50'
DRAFTED: JC
CHECKED: SH
DATE PREPARED: 10-22-2013

P:\1948_Inland_Rail_Trail\460\SURVEY PLATS\Priority 4\61_179-021-05.dwg Thursday, Nov. 14 2013 9:20am jmoc

EXHIBIT 4

RECORDING REQUESTED BY:
Chicago Title Insurance Company
1406 S. Santa Fe Avenue
Vista, CA 92084
Escrow and Order No. _____

THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON OCT 24, 2014
DOCUMENT NUMBER 2014-0462514
Ernest J. Dronenburg, Jr., COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE
TIME: 9:08 AM

WHEN RECORDED MAIL TO:
San Diego Association of Governments
Attn: Emilio Rodriguez, Senior Engineer
401 B Street, Suite 800
San Diego, California 92101

Portions APN(s.): 175-302-08

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

This Grant of Temporary Construction Easement (hereinafter referred to as this "**Instrument**") is made and entered into by the undersigned TAE RYONG KIM and JAE SOOK KIM (hereinafter referred to as "**Grantor**"), with reference and respect to that certain Temporary Construction Easement Agreement [**or** Agreement of Purchase and Sale and Joint Escrow Instructions] as further described and referenced in the second to last paragraph of this Instrument (hereinafter referred to as the "**Agreement**"). Grantor represents and warrants that it is the owner in fee simple of certain real property located in the [City of Vista,] County of San Diego, State of California, more fully described in ATTACHMENT "1" attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** (hereinafter referred to as "**Grantee**"), and its successors and assigns, a temporary and exclusive construction easement and right of way ("Temporary Construction Easement"), over, above, on, under, in, across, along and through that certain portion of the Property more fully described and depicted or illustrated in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Temporary Construction Easement Area**"), for the purpose of all necessary and convenient activities associated with the Inland Rail Trails Project (hereinafter referred to as the "**Project**"), as further described in the Agreement, including, without limitation, construction and/or operation of the Project.

The Temporary Construction Easement shall, unless extended, expire on the date ("**Expiration Date**") that is twelve (12) months from and after the anticipated commencement of construction within the Temporary Construction Easement Area as established in a notice given to Grantor by or on behalf of Grantee pursuant to the Agreement. The Grantee shall have an option to extend the Temporary Construction Easement on a month-to-month basis (and/or as otherwise provided in the Agreement) until construction of the Project is completed. Upon occurrence of the completion of the Project, the then-owners of record of the Property shall have the right to request and, thereafter, receive from Grantee a duly executed and acknowledged instrument in writing whereby Grantee quitclaims or otherwise releases its interest in the Temporary Construction Easement, but not the other terms and provisions of this Instrument, to

the said then-owner of record of the Property, and may cause same to be recorded in Official Records of San Diego County, California.

Grantor covenants, by and for itself, its heirs, successors and assigns, including, without limitation, any voluntary and involuntary successor(s)-in-interest to the Property or any part thereof, that Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee's sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the Temporary Construction Easement Area or which may interfere with the use of the Temporary Construction Easement Area; and Grantor shall not permit the erection, placement, or maintenance of any improvement, or undertaking of any other activity, which may interfere with the use of the Temporary Construction Easement Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the Temporary Construction Easement Area.

The Temporary Construction Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontrators and workmen to (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement, (ii) use, control and occupy the Temporary Construction Easement Area, (iiii) use and temporarily place and operate tools, equipment, machinery, and materials on the Temporary Construction Easement Area, and (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora, including, without limitation, the roots thereof, located within the Temporary Construction Easement Area.

As the Temporary Construction Easement is exclusive, Grantor acknowledges and agrees that, until after the Expiration Date, Grantor has no or retains no right to use the surface or any other part of the Temporary Construction Easement Area for any purpose. Further, prior to the expiration or termination of the Temporary Construction Easement, Grantor shall not grant or dedicate any easement, right or other interest in, to, on, under or over the Temporary Construction Easement Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee's sole and unfettered discretion.

This Instrument, including, without limitation, the grant and other terms and provisions set forth or incorporated by reference herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and under this Instrument and may do so without obtaining the consent of or providing notice to Grantee.

At the expiration of the Temporary Construction Easement, Grantee shall not and shall not be required to restore the Temporary Construction Easement Area to the condition, or as near as practicable to the condition, that existed immediately prior to Grantee's operations; instead Grantee shall put the Temporary Construction Easement Area in a neat and clean condition with the soil compacted to a reasonable degree; provided, however, that Grantee's obligations in this regard shall not apply with respect to reasonable wear and tear or any changed condition or circumstance not resulting from Grantee's operations, including, without limitation, Grantee's negligence or greater fault. Similarly, Grantee shall not be required to restore (to their pre-existing condition) any vegetation, landscaping or improvements for which the Grantor has (and Grantor hereby acknowledges and agrees that Grantor has) been paid. Additionally, it is

understood that, upon said expiration or termination of the Temporary Construction Easement, Grantee shall have no other or further obligation, liability or duty in connection with the Property.

The covenants contained in this Instrument shall run with the land.

This Instrument arises from the Agreement as entered into by Grantor and Grantee on or about March 17, 2014. The terms and provisions of the Agreement are incorporated into this Instrument by this reference as if set forth in this Instrument in full. Appropriately interested parties may inspect a copy of the Agreement at the offices of Grantee.

This Instrument together with the Agreement contains the entire agreement of the parties relating to the subject matter hereof, including, without limitation, the rights herein granted and the obligations herein assumed. Any oral representations concerning or modifications of this Instrument or the Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed on the date set forth below.

Dated: 3-18-2014

GRANTOR:

TAE RYONG KIM and JAE SOOK KIM

By: Tae R. Kim

Name: TAE RYONG KIM

By: Jae S. Kim

Name: JAE SOOK KIM

State of California

County of San Diego

On 3/18/14 before me, R. Martinez, Notary Public,
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

(Seal)

R. MARTINEZ
Commission # 1920933
Notary Public - California
San Diego County
My Comm. Expires Jan 8, 2015

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Temporary Construction Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
for Gary Gallegos (or designee) Kim Kawanda
Executive Director

Date: 4-25-2014

ATTACHMENT "1"

Legal Description of Property
[APN(s): 175-302-08]

[attached behind this page]

EXHIBIT A
LEGAL DESCRIPTION

The land referred to herein is situated in the State of CALIFORNIA, County of SAN DIEGO, and described as follows:

THAT PORTION OF LOT 265 IN VISTA HEIGHTS, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 2002, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 2, 1927, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 265; THENCE NORTH 39°20'43" WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT 265, 50.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 39°20'43" WEST ALONG SAID NORTHEASTERLY LINE 100.00 FEET; THENCE SOUTH 50°39'17" WEST, ON A LINE PARALLEL WITH AND DISTANT 150.00 FEET AT RIGHT ANGLES FROM THE SOUTHEASTERLY LINE OF THE SAID LOT 265, 185.48 FEET MORE OR LESS, TO A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 265; THENCE SOUTH 29°23'14" EAST ALONG THE SAID SOUTHWESTERLY LINE, 101.53 FEET ; THENCE NORTH 50°39'17" EAST, ON A LINE PARALLEL WITH AND DISTANT 50.00 FEET AT RIGHT ANGLES, FROM THE SOUTHEASTERLY LINE OF SAID LOT 265, 203.05 FEET TO THE TRUE POINT OF BEGINNING.

Assessor's Parcel Number: **175-302-08-00**

EXHIBIT "A"

Legal Description of Temporary Construction Easement Area
[APN(s): 175-302-08]

[attached behind this page]

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

APN: 175-302-08-00

In the City of Vista, County of San Diego, State of California, being all that portion of Lot 265 in County Recorder of San Diego County, March 2, 1927 and a described in that certain Grant Deed recorded October 29, 1991 as Doc. No. 1991-0556795, in the Official Records of said County, described as follows:

Beginning at a point being the Southwest corner of that portion of said, Lot 265 as described in said, Grant Deed Doc. No. 1991-0556795, said point being the POINT OF BEGINNING; thence N.28°52'08"W., a distance of 101.52 feet; thence N.51°10'52"E., a distance of 10.15 feet; thence S.28°52'08"E., a distance of 101.52 feet; thence S.51°10'52"W., a distance of 10.15 feet to the POINT OF BEGINNING.

Containing 1,015 square feet, more or less.

See Exhibit "B" attached hereto and made a part hereof.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California.

This Legal Description was prepared by me or under my direction.



Steven A. Heise, PLS8788

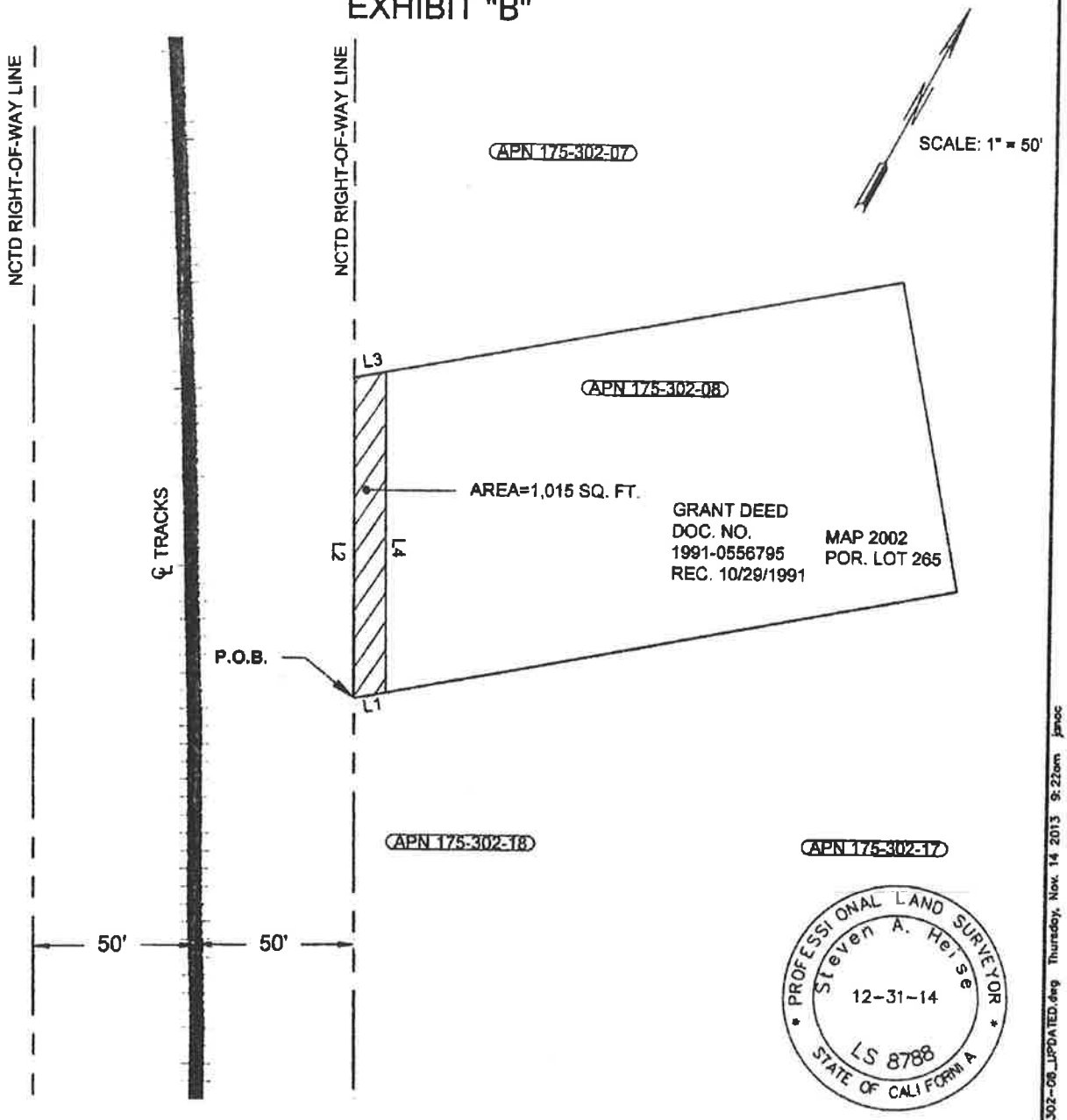
Date: November 14, 2013

EXHIBIT "B"

Map of Temporary Construction Easement Area
[APN(s): 175-302-08]

[attached behind this page]

EXHIBIT "B"



LEGEND

	TEMPORARY CONSTRUCTION EASEMENT
	EXISTING LOT/PARCEL LINE
	TRACK CENTERLINE
	EXISTING NCTD RIGHT-OF-WAY LINE
P.O.B.	POINT OF BEGINNING

LINE DATA
L1=N51°10'52"E, L=10.15'
L2=S28°52'08"E, L=101.52'
L3=S51°10'52"W, L=10.15'
L4=N28°52'08"W, L=101.52'

DESCRIPTION: A PORTION OF GRANT DEED DESCRIBED IN DOC. NO. 1991-0556795	INLAND RAIL TRAIL	SHEET 1 OF 1
OWNER: TAE RYONG KIM, JAE SOOK KIM	DOKKEN ENGINEERING	SCALE: 1" = 50'
ADDRESS: 333 S. SANTA FE AVENUE, VISTA, CA 92083	8070 SUPUR ROAD, SUITE 200, SAN DIEGO, CA 92123, (858) 514-8877	DRAFTED: JC
		CHECKED: SH
		DATE PREPARED: 10-22-2013

P:\1948_Inland_Rail_Trail\460\SURVEY PLATS\Priority 4\64_175-302-08_UPDATED.dwg Thursday, Nov. 14 2013 9:22am jsmoc

EXHIBIT 5

GRANT OF EASEMENT FOR PUBLIC BIKEWAY, BIKE PATH AND/OR BIKE TRAIL PURPOSES

Grant of Easement for Public Bikeway, Bike Path and/or Bike Trail Purposes

1. Grant of Easement.

(a) FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by San Diego Gas & Electric Company ("Grantor"), Grantor does hereby GRANT and CONVEY to the San Diego Association of Governments ("Grantee"), and its successors and assigns, an (except as otherwise expressly provided in this instrument) exclusive easement for public bikeway, bike path and/or bike trail purposes, including without limitation bikeway, bike path and/or bike trail right of way, and appurtenances and uses associated therewith, as well as incidentals thereto (collectively, the "Project"), over, above, on, under, in, across, along and through that certain portion of Grantor's real property located in the City of Vista, County of San Diego, State of California, designated as San Diego County Assessor's Parcel Number 163-333-18, and more particularly described in the legal description attached hereto as Exhibit "A" and depicted or illustrated on the map attached to the Judgment as Exhibit "6" (the "**Easement Area**"); both of such exhibits are incorporated herein by this reference, in accordance with the Stipulated Judgment entered in this matter.

(b) The easement rights granted herein, and the rights of Grantee hereunder and pursuant hereto (the "**Easement**"), shall include the right to use of the easement and/or the easement area or any part(s) of it for a public bikeway, bike path, sidewalk, walkway, path and/or trail and bicycle and similar vehicle as well as pedestrian use, access, ingress and egress purposes, including without limitation the installation and maintenance of a public bikeway, bike path, sidewalk, walkway, path and/or trail, together with any and all appurtenances pertaining thereto, over, above, on, under, in, across, along and through the real property.

(c) Nothing herein shall be construed to permit Grantee to construct or use any overhead or underground bicycle or pedestrian pathways or trails.

(d) Motor vehicle use within the Easement Area shall be expressly prohibited (other than for purposes of Grantor or Grantee's construction, maintenance and operation activities). Grantee shall, at all times, maintain pilings, bollards or other trailhead amenities within the Easement Area so as to prevent motor vehicle access to the Easement Area.

2. Grantor's Reserved Rights.

(a) Notwithstanding anything contained in this instrument to the contrary, including without limitation the exclusive nature of the easement granted herein, Grantor (and Grantor's affiliates, employees, agents, representatives, tenants, invitees, licensees, permittees, contractors and/or subcontractors (collectively, the "**Grantor Parties**") shall have reasonable access from time to time, for the purposes of ingress to and egress from its existing facilities located within the yard on Grantor's remaining and adjacent property, through the existing gate as the same may be reasonably updated and relocated from time to time; provided, however, that in no event will such access by or for the benefit of Grantor unreasonably interfere with the Project, including without limitation its construction, reconstruction, development, redevelopment, installation, operation, maintenance, repair, replacement, adjustment and/or use.

(b) With the exceptions noted in Section 2(b)(i) and 2(b)(ii) below, Grantor hereby reserves the right, without any requirement of notice to or consent of Grantee, to enter and use (and to permit Grantor Parties" to enter and use), any subsurface portion of the Easement Area, for any lawful purpose, including but not limited to the installation, construction, use, maintenance, repair, alteration, improvement and removal of utility facilities, appurtenances and equipment (collectively, "Utility Facilities") at such locations and at such elevations as Grantor may now or in the future determine, provide that:

(i) Grantor provide adequate safety warning signs or devices to users of the bike trail if using any portion of the bike trail, and

(ii) Any future subsurface use by Grantor (or otherwise permitted by Grantor) of the Easement Area on the westerly boundary and extending two (2) feet east and five (5) feet in depth shall not adversely affect the structural integrity of the retaining wall installed by Grantee thereabout.

3. Condition of the Easement Area.

(a) Grantee hereby acknowledges that none of Grantor, the Grantor Parties or any other party purporting to act on their behalf has made any representation or warranty whatsoever regarding the Easement Area, and Grantor hereby disclaims all representations and warranties (whether express or implied) in respect of the Easement Area, including but not limited to any implied warranty of geologic, environmental or other condition, or suitability for a particular purpose. Grantee hereby acknowledges that Grantee has conducted its own due diligence in respect of the Easement Area and has independently (and not in reliance on any representations or warranties of Grantor, the Grantor Parties or any other party purporting to act on their behalf) determined to acquire the Easement to use the Easement Area for the uses permitted herein.

(b) Grantee hereby assumes any and all risks arising from the physical condition of the Easement Area, including but not limited to the risk that patent or latent defects and/or hazardous conditions may now or hereafter exist. Grantor hereby disclaims any and all responsibility or liability for any injury, loss, liability, claim, cause or action, damage, cost, expense, fine or penalty, including but not limited to in-house and outside attorney's fees, witness fees and consultant fees (collectively, "Claims"), that Grantee, it's invitees, affiliates, employees, agents, representatives, invitees, licensees, permittees, contractors and/or subcontractors, and the general public using the Project or Easement Area (collectively, the "Grantee Parties") may suffer or incur as a result of the physical condition of the Easement Area, including but not limited to the existence of any patent or latent defects and/or hazardous conditions.

(c) Without limiting the generality of the foregoing, Grantee expressly acknowledges that high-voltage electric Utility Facilities and/or high-pressure oil and gas Utility Facilities may now or hereafter exist above or near the Easement Area. Grantee hereby assumes any and all risks arising from the presence or existence of any high-voltage electric Utility Facilities and/or high-pressure oil and gas Utility Facilities above or near the Easement Area. Grantor hereby disclaims any and all responsibility or liability for any Claims that Grantee or the Grantee Parties

may suffer or incur as a result of the presence or existence of any high-voltage electric Utility Facilities and/or high-pressure oil and gas Utility Facilities above or near the Easement Area.

4. Permits and Approvals; Applicable Laws.

(a) Grantee 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") in connection with any activity conducted by or for Grantee in respect of the Easement or the Easement Area (collectively, the "Permits and Approvals"). At all times, Grantee shall 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 the Easement and the Easement Area.

(b) At all times, Grantee shall conduct all activities in respect of the Easement and the Easement Area in a manner designed to guard against soil erosion or settlement, explosions, water intrusion, and fires within the Easement Area. Grantor shall conduct its activities in the Easement Area so as to minimize interference with Grantee's adjacent facilities.

The terms Grantor and Grantee as used in this instrument shall mean and include, and this conveyance is binding upon, the Grantor and Grantee named herein as well as such Grantor's and Grantee's heirs, assigns and/or successors-in-interest.

EXHIBIT "A"

Legal Description of Permanent Path Easement Area
[APN(s): 163-333-18]

[attached behind this page]

PERMANENT PATH EASEMENT

APN:163-333-18-00

LEGAL DESCRIPTION

Commencing at a point being the Southwest Corner of those portions of the Station Grounds of the Atchison, Topeka and Santa Fe Railway Company in Rancho Buena Vista, in the City of Vista, County of San Diego, State of California, as shown on that certain Map of Richardson's Addition To Vista, according to Map thereof No. 1501, filed in the Office of the County Recorder of San Diego County, December 4, 1912 and described in a Deed Recorded May 21, 1888 in Book 122, Page 482 of Deed Records of said County, being more particularly described as Parcels 1 and 2 in Doc # 1994-0443448, also filed at said County Recorder's Office, July 15, 1994; thence N.61°07'52"E., a distance of 16.18 feet to the POINT OF BEGINNING; thence N.29°10'38"W., a distance of 28.41 feet to the point of curve of a non-tangent curve to the left, of which the radius point lies S.61°02'28"W., a radial distance of 12.00 feet; thence northwesterly along the arc, through a central angle of 43°15'24", a distance of 9.06 feet to a point of reverse curve to the right having a radius of 28.00 feet and a central angle of 43°20'48"; thence northwesterly along the arc, a distance of 21.18 feet; thence N.28°52'08"W., a distance of 74.56 feet; thence N.13°28'58"W., a distance of 20.73 feet; thence N.60°58'51"E., a distance of 10.00 feet; thence S.37°23'39"E., a distance of 20.24 feet; thence S.28°52'08"E., a distance of 77.48 feet to a point of curve to the left having a radius of 12.00 feet and a central angle of 37°50'28"; thence southeasterly along the arc a distance of 7.93 feet to a point of reverse curve to the right having a radius of 28.00 feet and a central angle of 37°45'16"; thence southeasterly along the arc, a distance of 18.45 feet; thence S.28°57'32"E., a distance of 28.44 feet; thence S.61°08'13"W., a distance of 15.89 feet to the POINT OF BEGINNING.

Containing 2,616 square feet, more or less.

See Exhibit 'B' attached hereto and made part hereof.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California

This legal description was prepared by me or under my direct supervision.

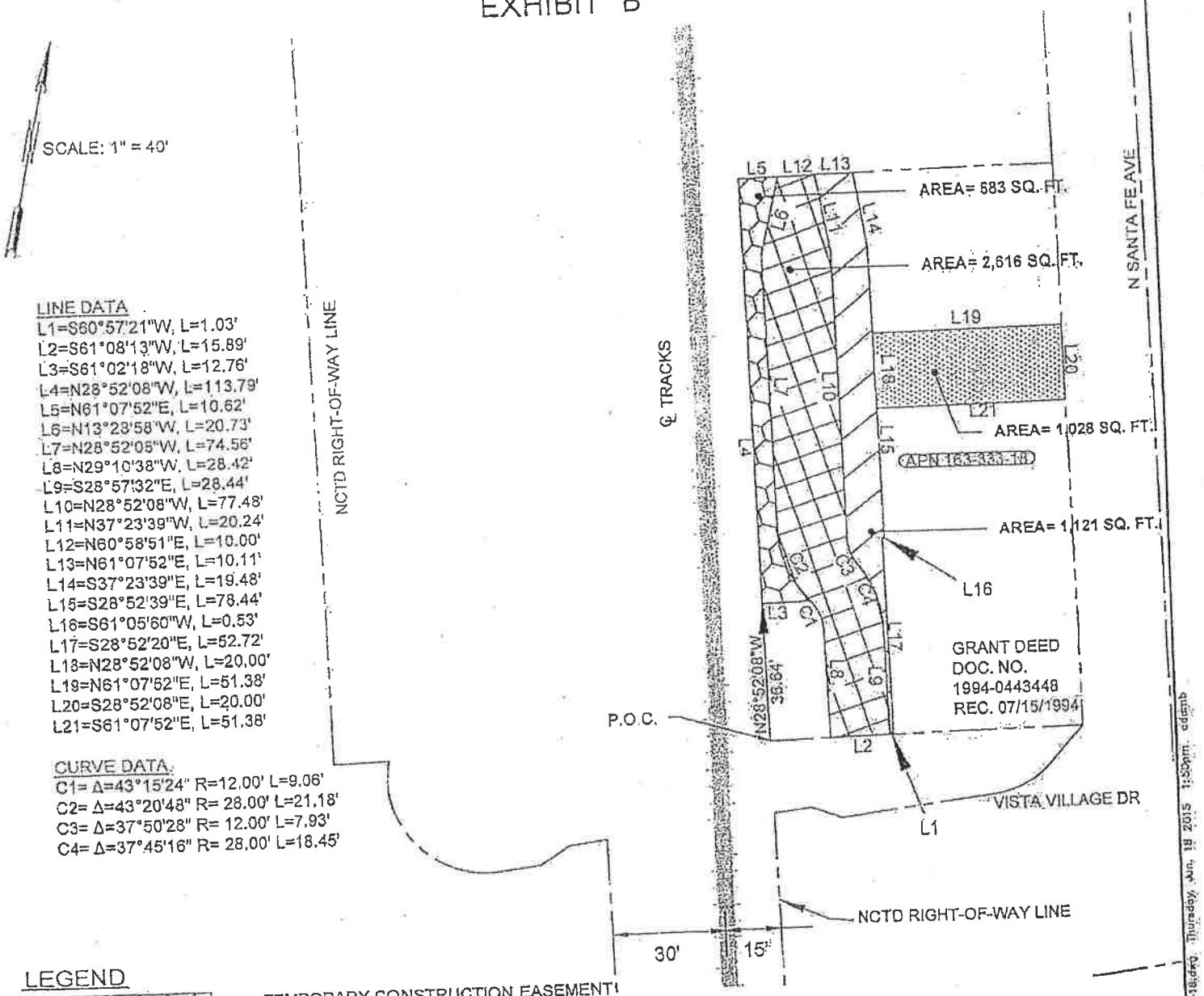
Steven A. Heise, PLS 8788

10.31.13
Date

PROFESSIONAL LAND SURVEYOR
STEVEN A. HEISE
12.31.14
No. LS 8788
STATE OF CALIFORNIA

EXHIBIT 6
PLAT MAP

EXHIBIT "B"



LINE DATA
L1=S60°57'21"W, L=1.03'
L2=S61°08'13"W, L=15.89'
L3=S61°02'18"W, L=12.76'
L4=N28°52'08"W, L=113.79'
L5=N61°07'52"E, L=10.62'
L6=N13°23'58"W, L=20.73'
L7=N28°52'05"W, L=74.56'
L8=N29°10'38"W, L=28.42'
L9=S28°57'32"E, L=28.44'
L10=N28°52'08"W, L=77.48'
L11=N37°23'39"W, L=20.24'
L12=N60°58'51"E, L=10.00'
L13=N61°07'52"E, L=10.11'
L14=S37°23'39"E, L=19.48'
L15=S28°52'39"E, L=78.44'
L16=S61°05'60"W, L=0.53'
L17=S28°52'20"E, L=52.72'
L18=N28°52'08"W, L=20.00'
L19=N61°07'52"E, L=51.38'
L20=S28°52'08"E, L=20.00'
L21=S61°07'52"E, L=51.38'

CURVE DATA
C1= Δ=43°15'24" R=12.00' L=9.06'
C2= Δ=43°20'48" R= 28.00' L=21.18'
C3= Δ=37°50'28" R= 12.00' L=7.93'
C4= Δ=37°45'16" R= 28.00' L=18.45'

LEGEND

TEMPORARY CONSTRUCTION EASEMENT

PERMANENT PATH EASEMENT

PERMANENT SLOPE EASEMENT

TEMPORARY ACCESS EASEMENT

EXISTING LOT/PARCEL LINE

TRACK CENTERLINE

EXISTING NCTD RIGHT-OF-WAY LINE

P.O.C. POINT OF COMMENCEMENT

PROFESSIONAL LAND SURVEYOR
Steven A. Hefse
12-31-16
LS 8788
STATE OF CALIFORNIA

DESCRIPTION:
A PORTION OF GRANT DEED DESCRIBED IN DOC. NO. 1994-0443448

OWNER:
SAN DIEGO GAS & ELECTRIC CO.

ADDRESS:
230 N. SANTA FE AVENUE
VISTA, CA 92084

INLAND RAIL TRAIL

DOKKEN ENGINEERING
5976 MISSION ROAD
SUITE 250
SAN DIEGO, CA 92120
(858) 614-5577

SHEET 1 OF 1
SCALE: 1" = 40'
DRAFTED: AB
CHECKED: SH
DATE PREPARED: 06-18-2015

P:\1648_Inland_Rail_Trail\480\SURVEY PLATS\Priority 1\70_163-333-18.dwg, Thursday, Jun. 18, 2015 1:50pm, ddmb

SLOPE AND DRAINAGE EASEMENT

SLOPE AND DRAINAGE EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by San Diego Gas & Electric Company ("Grantor"), Grantor does hereby GRANT and CONVEY to the San Diego Association of Governments ("Grantee"), and its successors and assigns, in accordance with the Stipulated Judgment entered in this matter, a permanent and, except as otherwise expressly provided in this instrument, nonexclusive slope and drainage easement ("Easement").

Specifically, the Easement grants a perpetual right to construct, repair and maintain, as applicable, the slope, and appurtenances thereto, and such other drainage purposes authorized by statute or deemed by common law to be compatible and consistent with the purpose of the Easement, including the right of ingress/egress, over, across and along, that certain portion of real property situated in the City of San Diego, County of San Diego, State of California, designated as San Diego County Assessor's Parcel Number 163-333-18, and more particularly described in the legal description attached hereto as Exhibit "A", and depicted or illustrated on the map attached to the Judgment as Exhibit "6" (the "Easement Area"); both of such exhibits are incorporated herein by this reference.

Grantee and its successors, will exercise only such rights within the Easement Area as will not unreasonably interfere with or prohibit the free and complete use and enjoyment by Grantor, and its successors, of Grantor's property, including Grantor's adjacent property, and Grantor will exercise only such rights within the Easement Area as will not unreasonably interfere with the rights herein of Grantee and its permitted successors.

Consistent with California Public Utilities Commission ("PUC") requirements, Grantee's use, construction, or maintenance of the Easement Area, or any other use permitted herein by Grantee, whether performed by Grantee or on Grantee's behalf, must and shall not in any way interfere with Grantor's continuing control over the Grantor's property, including Grantor's adjacent property, or Grantor's expressed continued ability to carry out its operations thereon.

Grantee shall have no subsurface rights whatsoever below a depth of four feet (4') except at the eastern boundary edge, which shall not exceed a depth of five feet (5') for the limited purpose of installing and maintaining a retaining wall provided the same does not conflict or interfere with any of Grantor's existing facilities on or below the surface Easement Area.

The rights and obligations contained herein shall inure to the benefit of, and be binding upon, the successors-in-interest, agents, employees, assigns, and transferees of the parties hereto.

EXHIBIT "A" TO
SLOPE AND DRAINAGE EASEMENT

Legal Description of Easement
[APN(s): 163-333-18]

[attached behind this page]

PERMANENT SLOPE EASEMENT

APN: 163-333-18-00

LEGAL DESCRIPTION

Beginning at a point being the Southwest Corner of those portions of the Station Grounds of the Atchison, Topeka and Santa Fe Railway Company in Rancho Buena Vista, In the City of Vista, County of San Diego, State of California, as shown on that certain Map of Richardson's Addition to Vista, according to Map thereof No.1501, filed in the Office of the County Recorder of San Diego County, December 4, 1912 and described in a Deed Recorded May 21, 1888 in Book 122, Page 482 of Deed Records of said County, being more particularly described as Parcels 1 and 2 in Document No.1994-0443448, also filed at said County Recorder's Office, July 15, 1994; said point being the POINT OF COMMENCEMENT; thence N 28°52'08"W, a distance of 36.64 feet, to the POINT OF BEGINNING; thence continuing N 28°52'08"W, a distance of 113.79 feet; thence N 61°07'52"E, a distance of 10.62 feet; thence S 13°28'58"E, a distance of 20.73 feet; thence S 28°52'08"E, a distance of 74.56 feet ta a point of curve to the left having a radius of 28.00 feet and a central angle of 43°20'48"; thence southeasterly along the arc a distance of 21.18 feet, thence S 61°02'18"W, a distance of 12.76 feet; to the POINT OF BEGINNING.

Containing 683 square feet, more or less

See Exhibit "B" attached hereto and made a part hereof.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California

This legal description was prepared by me or under my direct supervision.

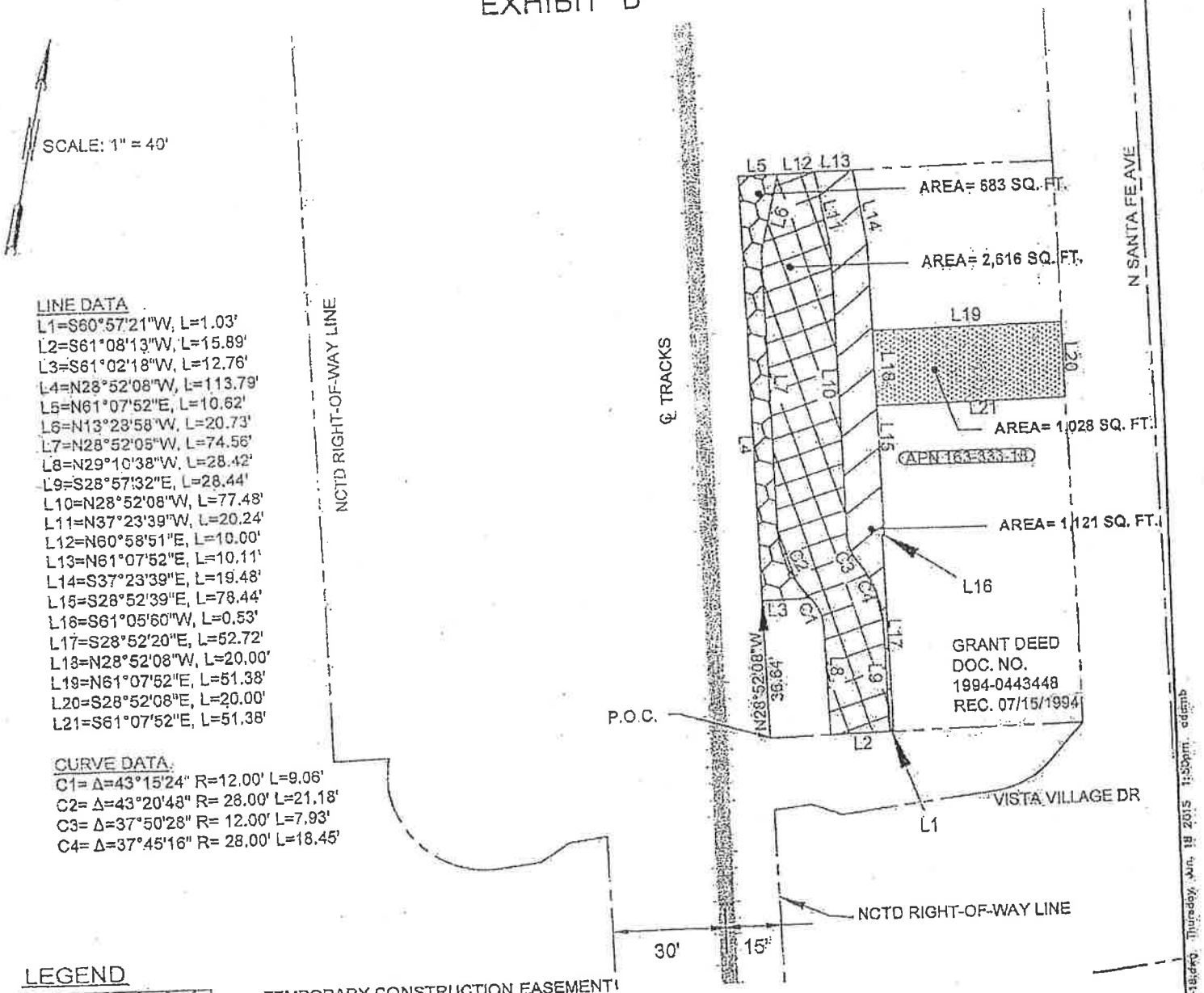
LICENSED LAND SURVEYOR
STEVEN A. HEISE
LS 8788
STATE OF CALIFORNIA

Steven A. Heise, PLS8788
License : 12-31-2016

06-18-2015
Date

EXHIBIT 6
PLAT MAP

EXHIBIT "B"



LINE DATA
L1=S60°57'21"W, L=1.03'
L2=S61°08'13"W, L=15.89'
L3=S61°02'18"W, L=12.76'
L4=N28°52'08"W, L=113.79'
L5=N61°07'52"E, L=10.62'
L6=N13°23'58"W, L=20.73'
L7=N28°52'05"W, L=74.56'
L8=N29°10'38"W, L=28.42'
L9=S28°57'32"E, L=28.44'
L10=N28°52'08"W, L=77.48'
L11=N37°23'39"W, L=20.24'
L12=N60°58'51"E, L=10.00'
L13=N61°07'52"E, L=10.11'
L14=S37°23'39"E, L=19.48'
L15=S28°52'39"E, L=78.44'
L16=S61°05'60"W, L=0.53'
L17=S28°52'20"E, L=52.72'
L18=N28°52'08"W, L=20.00'
L19=N61°07'52"E, L=51.38'
L20=S28°52'08"E, L=20.00'
L21=S61°07'52"E, L=51.38'

CURVE DATA
C1= Δ=43°15'24" R=12.00' L=9.06'
C2= Δ=43°20'48" R= 28.00' L=21.18'
C3= Δ=37°50'28" R= 12.00' L=7.93'
C4= Δ=37°45'16" R= 28.00' L=18.45'

LEGEND

TEMPORARY CONSTRUCTION EASEMENT

PERMANENT PATH EASEMENT

PERMANENT SLOPE EASEMENT

TEMPORARY ACCESS EASEMENT

EXISTING LOT/PARCEL LINE

TRACK CENTERLINE

EXISTING NCTD RIGHT-OF-WAY LINE

P.O.C. POINT OF COMMENCEMENT

PROFESSIONAL LAND SURVEYOR
Steven A. Hefse
12-31-16
LS 8788
STATE OF CALIFORNIA

DESCRIPTION: A PORTION OF GRANT DEED DESCRIBED IN DOC. NO. 1994-0443448	INLAND RAIL TRAIL	SHEET 1 OF 1
OWNER: SAN DIEGO GAS & ELECTRIC CO.	DOKKEN ENGINEERING	SCALE: 1" = 40'
ADDRESS: 230 N. SANTA FE AVENUE VISTA, CA 92084	5976 MISSION ROAD SUITE 250 SAN DIEGO, CA 92120 (858) 614-5577	DRAFTED: AB CHECKED: SH DATE PREPARED: 06-18-2015

P:\1648_Inland_Rail_Trail\460\SURVEY PLATS\Priority 1\70_163-333-18.dwg, Thursday, Jun 18 2015 1:50pm, ddimb

GRANT OF TEMPORARY ACCESS EASEMENT

GRANT OF TEMPORARY ACCESS EASEMENT

This Grant of Temporary Access Easement (hereinafter referred to as this "**Instrument**") is made and entered into by the undersigned San Diego Gas & Electric Company, a California corporation (hereinafter referred to as "**Grantor**"), with reference and respect to that certain Stipulation and Judgment entered in this matter, which judgment is hereinafter referred to as the "**Judgment**". Grantor represents and warrants that it is the owner in fee simple of certain real property located in the City of Vista, County of San Diego, State of California, designated as San Diego County Assessor's Parcel Number 163-333-18, more fully described in EXHIBIT "1" attached to the Judgment and incorporated herein by this reference (hereinafter referred to as the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** (hereinafter referred to as "**Grantee**"), and its successors and assigns, a temporary non-exclusive access easement and right of way ("**Temporary Access Easement**"), over, above, on, across and along that certain portion of the Property more fully described in EXHIBIT "A" attached hereto and incorporated by this reference and depicted or illustrated in EXHIBIT "6" attached to the Judgment and incorporated herein by reference (hereinafter referred to as the "**Temporary Access Easement Area**"), for the purpose of access to, including, without limitation, pedestrian and vehicular ingress to and egress from, any and all property necessary, convenient and/or available for the construction of and construction-related activities associated with that portion of the Inland Rail Trails Project to be located on the Property (hereinafter referred to as the "**Project**"), as further described in the Judgment, including, without limitation, any and all construction areas, which may include without limitation areas made or to be made available to Grantee for the Project pursuant to licenses, permits, deeds, easements or otherwise, including without limitation areas owned, leased or subject to easements, whether temporary or permanent, for construction of the Project. Grantee shall have no subsurface rights whatsoever in the Temporary Access Easement Area.

The Temporary Access Easement shall, unless extended, expire on the date ("**Expiration Date**") that is twelve (12) months from and after the anticipated commencement of access within, over, above, on, across and/or along the Temporary Access Easement Area as established in a notice given to Grantor by or on behalf of Grantee pursuant to the Judgment. The Temporary Access Easement shall be valid for a period of not more than one year. It shall commence seven (7) days from the date upon which Grantee or its authorized representative provides Grantor with written notice of its intent to commence construction utilizing the Temporary Access Easement, and it shall terminate on the earliest of (a) the date upon which Grantee notifies the applicable owner that it no longer needs the Temporary Access Easement (b) one year from the commencement date of the Temporary Access Easement, or (c) December 31, 2018. Upon the expiration or earlier termination of the Temporary Access Easement, the then-owners of record of the Property shall have the right to request and, promptly thereafter, receive from Grantee a duly executed and acknowledged instrument in writing whereby Grantee quitclaims or otherwise releases its interest in the Temporary Access Easement, but not the other terms and provisions of this Instrument, to the said then-owner of record of the Property, and may cause the same to be recorded in Official Records of San Diego County, California.

Grantor covenants, by and for itself, its heirs, successors and assigns, including, without limitation, any voluntary and involuntary successor(s)-in-interest to the Property or any part of it, that Grantor shall not, without the express prior written consent of Grantee (which may be

granted or withheld in Grantee's sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the Temporary Access Easement Area which will unreasonably interfere with the use of the Temporary Access Easement Area; and Grantor shall not permit the erection, placement, or maintenance of any improvement, or undertaking of any other activity, which will unreasonably interfere with the use of the Temporary Access Easement.

The Temporary Access Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, sub-contractors and workmen ("Grantee Parties") to (i) perform all activities as may be reasonably necessary to facilitate the purposes of the Temporary Access Easement, (ii) use, pass through and otherwise occupy the Temporary Access Easement Area, and (iiii) move, whether by hand, in or upon vehicles or otherwise, tools, equipment, machinery, and materials through, including without limitation on to and then off of, the Temporary Access Easement Area; provided Grantee and Grantee Parties shall not (a) interfere with or prevent the normal development, use and maintenance by Grantor of the Temporary Access Easement Area, or Grantor's adjacent properties, which shall expressly include the right of Grantor and its employees, agents, representatives, contractors, sub-contractors and workmen to maintain 24/7 access (i) to and through the gate located within the southwest corner of the existing perimeter wall of the electrical substation located on the Property and (ii) to any conduits, conductor and vaults located on the Property; or (b) leave any vehicles, personal property or equipment unattended, or park any vehicles or store any materials or equipment, within the Temporary Access Easement Area.

As the Temporary Access Easement is non-exclusive, Grantor has and retains the right to use the surface or any other part of the Temporary Access Easement Area for any purpose which does not unreasonably interfere with the Temporary Access Easement, including without limitation Grantee's rights and remedies granted or otherwise set forth in or resulting from this Instrument. However, no right of access by the general public to any portion of the Property is conveyed by this Instrument.

At the expiration or earlier termination of the Temporary Access Easement, Grantee shall, subject to reasonable wear and tear as well as changes not within the reasonable control of Grantee, put the Temporary Access Easement Area in neat and clean condition; Grantee shall not, however, have any obligation or duty to place or restore the Temporary Access in or to the condition that, or as near as practicable to the condition that, existed immediately prior to Grantee's operations; provided, however, that Grantee shall be required to restore (i) landscaping or improvements or (ii) any other changed condition or circumstance, in either event, to the extent actually resulting from Grantee's operations, negligence or greater fault, to their pre-existing condition; provided, further, that in no event will Grantee be responsible or liable for normal wear and tear damage, destruction or change resulting from force majeure or acts or omissions of persons other than Grantee or its representatives.

This Instrument, including, without limitation, the grant and other terms and provisions set forth or incorporated by reference herein, shall be subject to all of the terms and provisions contained in the Judgment, and shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and under this Instrument concurrent and only in connection with any permitted assignment of Grantee's rights under the Judgment.

Subject to the terms of this Instrument, the covenants contained in this Instrument shall run with the land.

This Instrument, together with the Judgment, contains the entire agreement of the parties relating to the subject matter hereof, including, without limitation, the rights herein granted and the obligations herein assumed. Any oral representations concerning or modifications of this Instrument or the Judgment shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

EXHIBIT "A"

Legal Description of Temporary Access Easement Area
[APN(s): 163-333-18]

[attached behind this page]

TEMPORARY ACCESS EASEMENT

APN:163-333-18-00

LEGAL DESCRIPTION
Commencing at a point being the Southwest Corner of those portions of the Station Grounds of the Atchison, Topeka and Santa Fe Railway Company in Rancho Buena Vista, in the City of Vista, County of San Diego, State of California, as shown on that certain Map of Richardson's Addition To Vista, according to Map thereof No. 1501, filed in the Office of the County Recorder of San Diego County, December 4, 1912 and described in a Deed Recorded May 21, 1888 in Book 122, Page 482 of Deed Records of said County, being more particularly described as Parcels 1 and 2 in Doc # 1994-0443448, also filed at said County Recorder's Office, July 15, 1994;thence N.61°05'13"E., a distance of 32.08 feet; thence N.60°57'21"E., a distance of 1.03 feet; thence N.28°52'20"W., a distance of 52.72 feet; thence N.61°06'00"E., a distance of 0.53 feet: thence N.28°52'39"W., a distance of 42.16 feet to the POINT OF BEGINNING; thence N.28°52'08"W., a distance of 20.00 feet; thence N.61°07'52"E., a distance of 51.38 feet; thence S.28°52'08"E., a distance of 20.00 feet; thence S.61°07'52"W., a distance of 51.38 feet to the POINT OF BEGINNING.

Containing 1,028 square feet, more or less.

See Exhibit 'B' attached hereto and made part hereof.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California

This legal description was prepared by me or under my direct supervision.

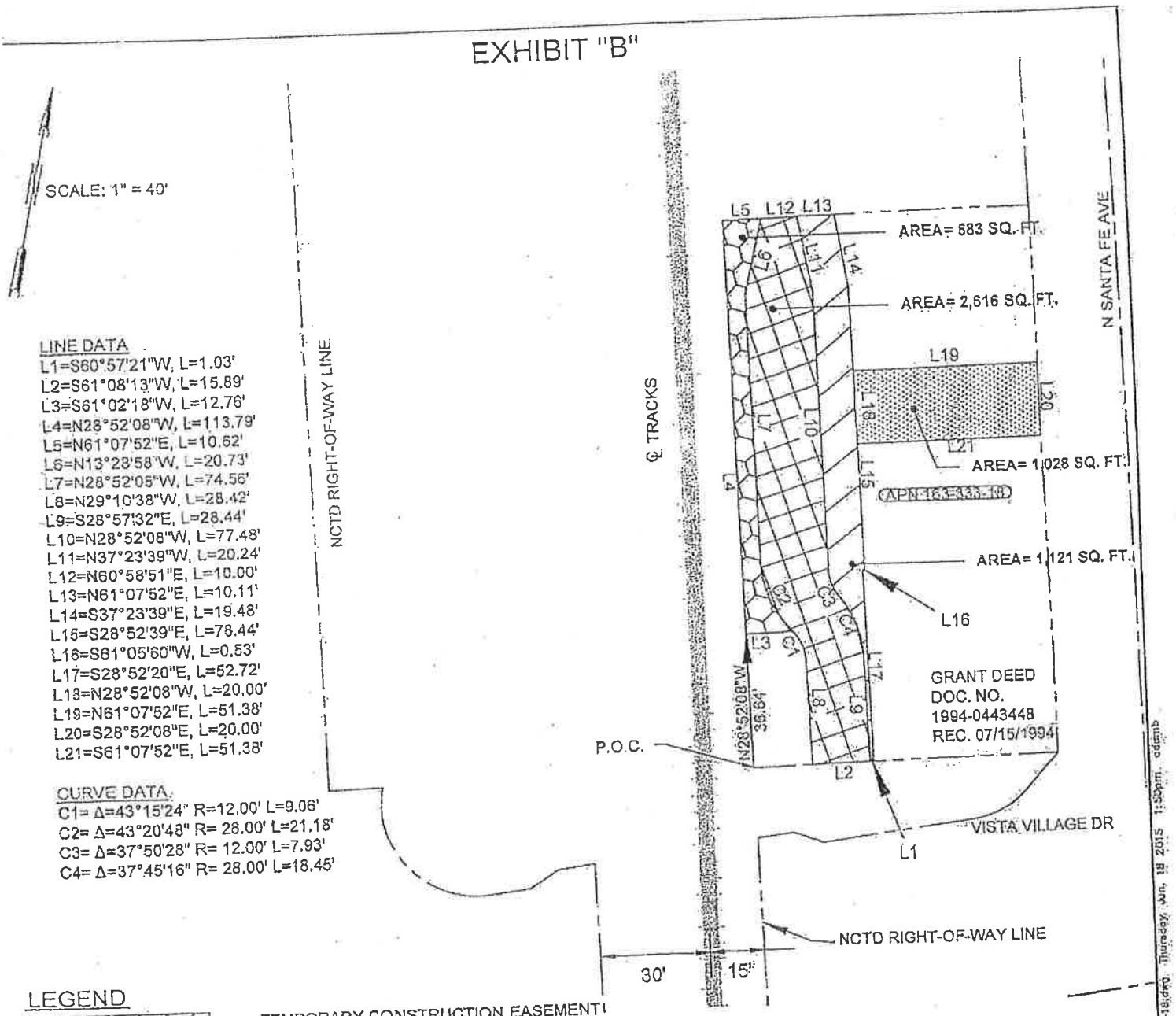
Steven A. Heise, PLS 8788

10.31.13
Date

PROFESSIONAL LAND SURVEYOR
STEVEN A. HEISE
12.31.14
No. LS 8788
STATE OF CALIFORNIA

EXHIBIT 6
PLAT MAP

EXHIBIT "B"



LINE DATA
L1=S60°57'21"W, L=1.03'
L2=S61°08'13"W, L=15.89'
L3=S61°02'18"W, L=12.76'
L4=N28°52'08"W, L=113.79'
L5=N61°07'52"E, L=10.62'
L6=N13°23'58"W, L=20.73'
L7=N28°52'05"W, L=74.56'
L8=N29°10'38"W, L=28.42'
L9=S28°57'32"E, L=28.44'
L10=N28°52'08"W, L=77.48'
L11=N37°23'39"W, L=20.24'
L12=N60°58'51"E, L=10.00'
L13=N61°07'52"E, L=10.11'
L14=S37°23'39"E, L=19.48'
L15=S28°52'39"E, L=78.44'
L16=S61°05'60"W, L=0.53'
L17=S28°52'20"E, L=52.72'
L18=N28°52'08"W, L=20.00'
L19=N61°07'52"E, L=51.38'
L20=S28°52'08"E, L=20.00'
L21=S61°07'52"E, L=51.38'

CURVE DATA
C1= Δ=43°15'24" R=12.00' L=9.06'
C2= Δ=43°20'48" R= 28.00' L=21.18'
C3= Δ=37°50'28" R= 12.00' L=7.93'
C4= Δ=37°45'16" R= 28.00' L=18.45'

LEGEND

TEMPORARY CONSTRUCTION EASEMENT

PERMANENT PATH EASEMENT

PERMANENT SLOPE EASEMENT

TEMPORARY ACCESS EASEMENT

EXISTING LOT/PARCEL LINE

TRACK CENTERLINE

EXISTING NCTD RIGHT-OF-WAY LINE

P.O.C. POINT OF COMMENCEMENT

PROFESSIONAL LAND SURVEYOR
Steven A. Hefse
12-31-16
LS 8788
STATE OF CALIFORNIA

DESCRIPTION: A PORTION OF GRANT DEED DESCRIBED IN DOC. NO. 1994-0443448	INLAND RAIL TRAIL	SHEET 1 OF 1
OWNER: SAN DIEGO GAS & ELECTRIC CO.	DOKKEN ENGINEERING	SCALE: 1" = 40'
ADDRESS: 230 N. SANTA FE AVENUE VISTA, CA 92084	5976 MISSION ROAD SUITE 250 SAN DIEGO, CA 92120 (858) 614-5577	DRAFTED: AB CHECKED: SH DATE PREPARED: 06-18-2015

P:\1648_Inland_Rail_Trail\460\SURVEY PLATS\Priority 1\70_163-333-18.dwg, Thursday, Jun. 18, 2015 1:50pm, ddimb

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

This Grant of Temporary Construction Easement (hereinafter referred to as this "**Instrument**") is made and entered into by the undersigned San Diego Gas & Electric Company, a California corporation (hereinafter referred to as "**Grantor**"), with reference and respect to that certain Stipulation and Judgment entered in this matter (hereinafter referred to as the "**Judgment**"). Grantor represents and warrants that it is the owner in fee simple of certain real property located in the City of Vista, County of San Diego, State of California, designated as San Diego County Assessor's Parcel Number 163-333-18, more fully described in EXHIBIT "1" attached to the Judgment and incorporated herein by this reference (hereinafter referred to as the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** (hereinafter referred to as "**Grantee**"), and its successors and assigns, a temporary and non-exclusive construction easement and right of way ("**Temporary Construction Easement**"), over, above, on, across, along and through that certain portion of the Property more fully described in EXHIBIT "A" attached hereto and incorporated by this reference and depicted or illustrated in EXHIBIT "6" attached to the Judgment and incorporated herein by reference (hereinafter referred to as the "**Temporary Construction Easement Area**"), for the purpose of all necessary and convenient activities associated with the construction and installation of that portion of the Inland Rail Trails Project to be located on the Property (hereinafter referred to as the "**Project**"), as further described in the Judgment, including, without limitation, the initial construction of the Project.

The Temporary Construction Easement shall, unless extended, expire on the date ("**Expiration Date**") that is twelve (12) months from and after the anticipated commencement of construction within the Temporary Construction Easement Area as established in a notice given to Grantor by or on behalf of Grantee pursuant to the Judgment. The Temporary Construction Easement shall be valid for a period of not more than one year. It shall commence seven (7) days from the date upon which Grantee or its authorized representative provides the Grantor with written notice of its intent to commence construction utilizing the Temporary Construction Easement, and it shall terminate on the earliest of (a) the date upon which Grantee notifies the applicable owner that it no longer needs the Temporary Construction Easement, (b) one year from the commencement date of the Temporary Construction Easement, or (c) December 31, 2018. Upon the expiration or earlier termination of the Temporary Construction Easement, the then-owners of record of the Property shall have the right to request and, promptly thereafter, receive from Grantee a duly executed and acknowledged instrument in writing whereby Grantee quitclaims or otherwise releases its interest in the Temporary Construction Easement, but not the other terms and provisions of this Instrument, to the said then-owner of record of the Property, and may cause same to be recorded in Official Records of San Diego County, California.

Grantor covenants, by and for itself, its heirs, successors and assigns, including, without limitation, any voluntary and involuntary successor(s)-in-interest to the Property or any part thereof, that Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee's sole and unfettered discretion), erect, place, or maintain any

improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the Temporary Construction Easement Area or which will unreasonably interfere with the use of the Temporary Construction Easement Area; and Grantor shall not permit the erection, placement, or maintenance of any improvement, or undertaking of any other activity, which will unreasonably interfere with the use of the Temporary Construction Easement Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the Temporary Construction Easement Area. During the period of the Temporary Construction Easement, Grantee shall erect temporary fencing or otherwise secure the remainder portion of the Property.

The Temporary Construction Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontractors and workmen to (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement, (ii) use, control and occupy the Temporary Construction Easement Area, (iiii) use and temporarily place and operate tools, equipment, machinery, and materials on the Temporary Construction Easement Area, and (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora, including, without limitation, the roots thereof, located within the Temporary Construction Easement Area.

This Instrument, including, without limitation, the grant and other terms and provisions set forth or incorporated by reference herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and under this Instrument and may do so without obtaining the consent of or providing notice to Grantee.

At the expiration of the Temporary Construction Easement, Grantee shall restore the Temporary Construction Easement Area to the condition, or as near as practicable to the condition, that existed immediately prior to Grantee's operations; instead Grantee shall put the Temporary Construction Easement Area in a neat and clean condition with the soil compacted to a reasonable degree; provided, however, that Grantee's obligations in this regard shall not apply with respect to reasonable wear and tear or any changed condition or circumstance not resulting from Grantee's operations, including, without limitation, Grantee's negligence or greater fault. Similarly, Grantee shall be required to restore (to their pre-existing condition) any vegetation, landscaping or improvements to the extent Grantor has not been paid therefor under the Judgment.

The covenants contained in this Instrument shall run with the land.

This Instrument together with the Judgment contains the entire agreement of the parties relating to the subject matter hereof, including, without limitation, the rights herein granted and the obligations herein assumed. Any oral representations concerning or modifications of this Instrument or the Judgment shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

EXHIBIT "A"

Legal Description of Temporary Construction Easement Area
[APN(s): 163-333-18]

[attached behind this page]

TEMPORARY CONSTRUCTION EASEMENT

APN:163-333-18-00

LEGAL DESCRIPTION

Commencing at a point being the Southwest Corner of those portions of the Station Grounds of the Atchison, Topeka and Santa Fe Railway Company in Rancho Buena Vista, in the City of Vista, County of San Diego, State of California, as shown on that certain Map of Richardson's Addition To Vista, according to Map thereof No. 1501, filed in the Office of the County Recorder of San Diego County, December 4, 1912 and described in a Deed Recorded May 21, 1888 in Book 122, Page 482 of Deed Records of said County, being more particularly described as Parcels 1 and 2 in Doc # 1994-0443448, also filed at said County Recorder's Office, July 15, 1994; ;thence N.61°05'13"E., a distance of 32.08 feet to the POINT OF BEGINNING; thence N.28°57'32"W., a distance of 28.44 feet to a point of curve to the left having a radius of 28.00 feet and a central angle of 37°45'04"; thence northwesterly along the arc a distance of 18.45 feet to a point of reverse curve to the right having a radius of 12.00 feet and a central angle of 37°50'28"; thence northwesterly along the arc, a distance of 7.93 feet; thence N.28°52'08"W., a distance of 77.48 feet; thence N.37°23'39"W., a distance of 20.24 feet; thence N.61°07'52"E., a distance of 10.11 feet; thence S.37°23'39"E., a distance of 19.48 feet; thence S.28°52'39"E., a distance of 36.28 feet; thence continue southeasterly along said line, a distance of 42.16 feet; thence S.61°06'00"W., a distance of 0.53 feet; thence S.28°52'20"E., a distance of 52.72 feet; thence S.60°57'21"W., a distance of 1.03 feet to the POINT OF BEGINNING.

Containing 1,121 square feet, more or less.

See Exhibit 'B' attached hereto and made part hereof.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California

This legal description was prepared by me or under my direct supervision.

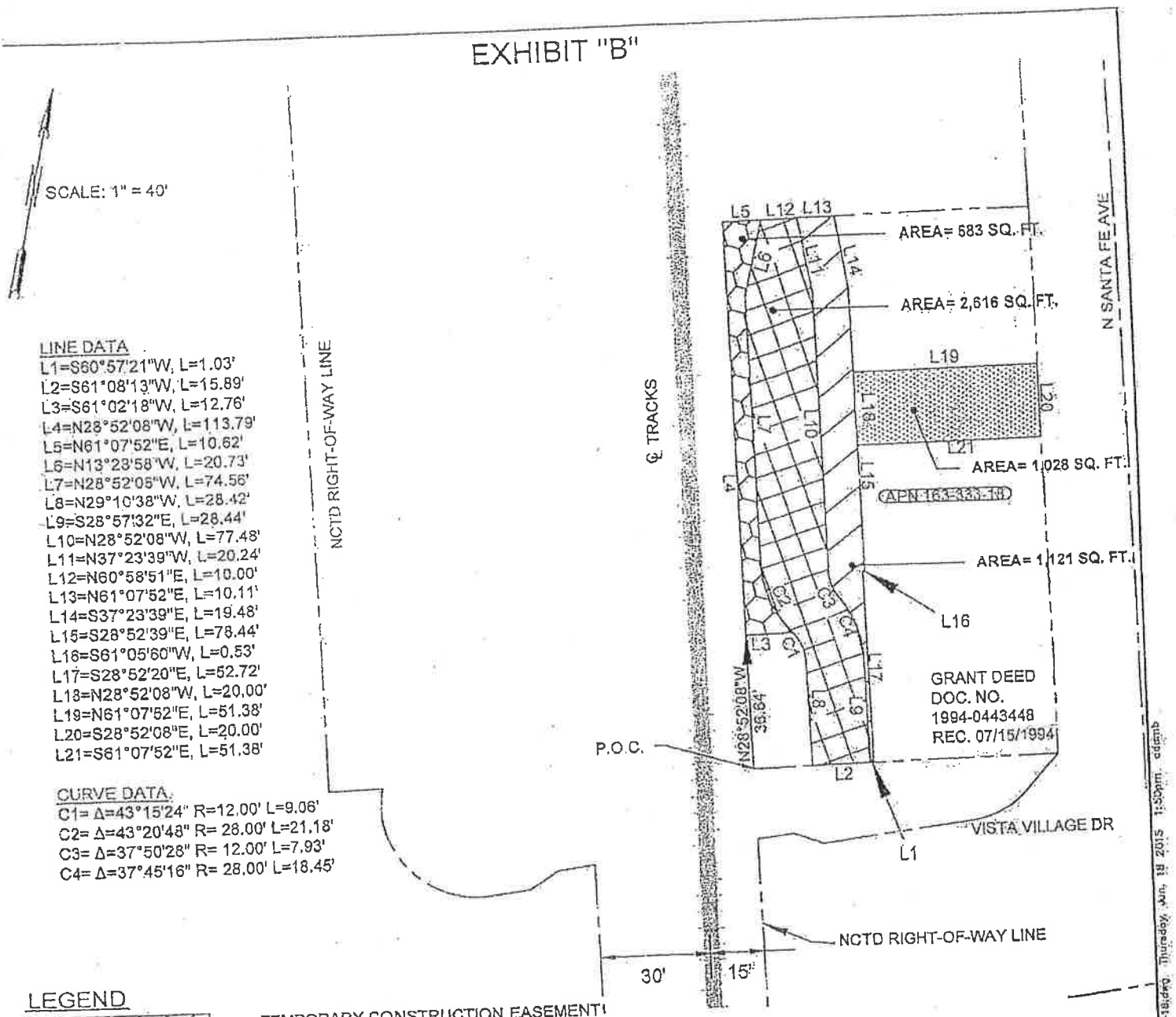
Steven A. Heise, PLS 8788

10.31.13
Date

PROFESSIONAL LAND SURVEYOR
STEVEN A. HEISE
12.31.14
No. LS 8788
STATE OF CALIFORNIA

EXHIBIT 6
PLAT MAP

EXHIBIT "B"



LINE DATA
L1=S60°57'21"W, L=1.03'
L2=S61°08'13"W, L=15.89'
L3=S61°02'18"W, L=12.76'
L4=N28°52'08"W, L=113.79'
L5=N61°07'52"E, L=10.62'
L6=N13°23'58"W, L=20.73'
L7=N28°52'05"W, L=74.56'
L8=N29°10'38"W, L=28.42'
L9=S28°57'32"E, L=28.44'
L10=N28°52'08"W, L=77.48'
L11=N37°23'39"W, L=20.24'
L12=N60°58'51"E, L=10.00'
L13=N61°07'52"E, L=10.11'
L14=S37°23'39"E, L=19.48'
L15=S28°52'39"E, L=78.44'
L16=S61°05'60"W, L=0.53'
L17=S28°52'20"E, L=52.72'
L18=N28°52'08"W, L=20.00'
L19=N61°07'52"E, L=51.38'
L20=S28°52'08"E, L=20.00'
L21=S61°07'52"E, L=51.38'

CURVE DATA
C1= Δ=43°15'24" R=12.00' L=9.06'
C2= Δ=43°20'48" R= 28.00' L=21.18'
C3= Δ=37°50'28" R= 12.00' L=7.93'
C4= Δ=37°45'16" R= 28.00' L=18.45'

LEGEND

TEMPORARY CONSTRUCTION EASEMENT

PERMANENT PATH EASEMENT

PERMANENT SLOPE EASEMENT

TEMPORARY ACCESS EASEMENT

EXISTING LOT/PARCEL LINE

TRACK CENTERLINE

EXISTING NCTD RIGHT-OF-WAY LINE

P.O.C. POINT OF COMMENCEMENT

PROFESSIONAL LAND SURVEYOR
Steven A. Hefse
12-31-16
LS 8788
STATE OF CALIFORNIA

DESCRIPTION: A PORTION OF GRANT DEED DESCRIBED IN DOC. NO. 1994-0443448	INLAND RAIL TRAIL	SHEET 1 OF 1
OWNER: SAN DIEGO GAS & ELECTRIC CO.	DOKKEN ENGINEERING	SCALE: 1" = 40'
ADDRESS: 230 N. SANTA FE AVENUE VISTA, CA 92084	5976 MISSION ROAD SUITE 250 SAN DIEGO, CA 92120 (858) 614-5577	DRAFTED: AB CHECKED: SH DATE PREPARED: 06-18-2015

P:\1648_Inland_Rail_Trail\460\SURVEY PLATS\Priority 1\70_163-333-18.dwg, Thursday, Jun 18 2015 1:50pm, ddmb

EXHIBIT 6

GRANT OF EASEMENT FOR PUBLIC BIKEWAY, BIKE PATH AND/OR BIKE TRAIL PURPOSES

RECORDING REQUESTED BY:
Chicago Title Insurance Company
1406 S. Santa Fe Avenue
Vista, CA 92084
Escrow and Order No. _____

WHEN RECORDED MAIL TO:
SANDAG
Attn: Emilio Rodriguez, Project Manager
401 B Street, Ste. 800
San Diego, California 92101-4231

Portions APN(s.): 163-321-17

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

EASEMENT DEED

Grant of Easement for Public Bikeway, Bike Path and/or Bike Trail Purposes

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Pauley Family Limited Partnership, a California Limited Partnership ("**Grantor**"), Grantor does hereby GRANT and CONVEY to the San Diego Association of Governments ("**Grantee**"), and its successors and assigns, an exclusive easement for public bikeway, bike path and/or bike trail purposes, including without limitation bikeway, bike path and/or bike trail right of way, and appurtenances and uses associated therewith, as well as incidentals thereto, over, above, on, under, in, across, along and through that certain portion of Grantor's real property located in the City of Vista, County of San Diego, State of California, more particularly described in the legal description attached hereto as Exhibit "A" and depicted or illustrated on the map attached hereto as Exhibit "B"; both of such attachments / exhibits are incorporated herein by this reference.

The easement rights granted herein, and the rights of Grantee hereunder and pursuant hereto, shall include the right to use of the easement and/or the easement area or any part(s) of it for public bikeway, bike path, sidewalk, walkway, path and/or trail and bicycle and similar vehicle as well as pedestrian use, access, ingress and egress purposes, including without limitation the installation and maintenance of a public bikeway, bike path, sidewalk, walkway, path and/or trail, together with any and all appurtenances pertaining thereto, over, above, on, under, in, across, along and through the real property.

The appurtenances and uses associated with the easement granted herein and the incidentals to such easement include, without limitation, the following: retaining walls, drainage, ditches and public utilities as well as general utility purposes for any and all utility service facilities, including, but not limited to, poles, pipes, drains, ditches, wires, cables, lines, pipelines and conduits for electrical, telephone, television, telecommunication, gas, storm, storm water, sanitary, sewer, water, drainage and other utility services, and all appurtenances and uses pertaining thereto and/or associated therewith, together with the right to trim and remove trees and other vegetation, over, above, on, under, in, across, along and through the real property.

Therefore, the easement rights granted herein, and the rights of Grantee hereunder and pursuant hereto, shall also include the following: the right of ingress and egress, from and to the

easement and the easement area described in this instrument, across the lands of Grantor for all purposes convenient or useful in connection with or incidental to the use or the exercise of the rights granted in this instrument at locations that will not unreasonably interfere with Grantor's reasonable use of the remainder of Grantor's property; the right to construct, reconstruct, repair, replace, operate and maintain said facilities, including without limitation construction, installation, operation, maintenance, repair, replacement, removal and/or enlargement of a retaining wall or walls, a ditch or ditches and/or a drain or drains, including without limitation a water, storm water and/or waste water drain(s), drainage and other ditch(es), channel(s), pipe(s), pipeline(s), basin(s) and/or catch basin(s), together with any and all appurtenances pertaining thereto, and the right to enter upon, pass and re-pass over, along and beside said easement and the easement area; and the right to deposit tools, implements and materials thereon by said Grantee, its officers, agents, representatives, employees, successors and assigns, and by any consultant, contractor, subcontractor, supplier and its or their officers, agents, representatives and employees engaged by, through or under Grantee, its successors and assigns, whenever and wherever necessary for the purposes set forth in this instrument.

The term Grantor as used in this instrument shall mean and include, and this conveyance is binding upon, the Grantor named herein as well as such Grantor's heirs, assigns and/or successors-in-interest.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated: 7/16/14

GRANTOR: Pauley Family Limited Partnership,
a California Limited Partnership

By: _____ By: _____

Printed: MIKE PAULEY Printed: ROBERT PAULEY

Title: GENERAL PARTNER Title: GENERAL PARTNER

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On July 16, 2014 before me, Vicki Vail, notary public, personally appeared Michael N. Pauley,
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.

VICKI VAIL
Commission # 1895127
Notary Public - California
San Diego County
My Comm. Expires Aug 7, 2014

Signature of Notary Public

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On July 16, 2014 before me, Vicki Vail, notary public, personally appeared Robert Keith Pauley,
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.

VICKI VAIL
Commission # 1895127
Notary Public - California
San Diego County
My Comm. Expires Aug 7, 2014

Vicki Vail
Signature of Notary Public

5003178

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Permanent Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
Gary Gallegos (or designee)
Executive Director

Date: 9-8-2014

EXHIBIT "A" TO
EASEMENT DEED

Legal Description of Easement
[APN(s): 163-321-17]

[attached behind this page]

EXHIBIT "A"

PERMANENT PATH EASEMENT
APN:163-321-17-00

Commencing at a point on the easterly Right of Way of the North San Diego County Transit Development Board - Escondido Line Corridor as described in Doc # 2004-0751977, recorded in the Office of the San Diego County Recorder, August 9, 2004, said point being the Southeast corner of Lot 32 of the Richardson's Addition to Vista, in the City of Vista, County of San Diego, State of California, according to Map 1501, filed in the Office of the San Diego County Recorded December 4, 1912 and described in Doc # 2001-0452792, filed in the Office of said County Recorder, July 3, 2001; thence N.28°52'08"W., a distance of 46.85 feet to the POINT OF BEGINNING; thence continue northwesterly along said line, a distance of 31.92 feet; thence N.29°19'24"W., a distance of 18.98 feet to the point of curve of a non tangent curve to the left, of which the radius point lies S.72°42'33"W., a radial distance of 189.56 feet; thence northwesterly along the arc, through a central angle of 14°02'28", a distance of 46.45 feet; thence N.31°19'54"W., a distance of 51.33 feet to the point of curve of a non tangent curve to the left, of which the radius point lies S.58°39'56"W., a radial distance of 753.80 feet; thence northwesterly along the arc, through a central angle of 10°15'16", a distance of 134.91 feet; thence S.89°06'27"E., a distance of 9.91 feet to the point of curve of a non tangent curve to the right, of which the radius point lies S.49°23'23"W., a radial distance of 929.00 feet; thence southeasterly along the arc, through a central angle of 08°50'14", a distance of 143.29 feet; thence S.31°46'24"E., a distance of 60.03 feet to a point of curve to the right having a radius of 169.00 feet and a central angle of 26°04'33"; thence southerly along the arc a distance of 76.91 feet to the POINT OF BEGINNING.

Containing 2,316 square feet, more or less.

See Exhibit 'B' attached hereto and made part hereof.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California

The bearings and distances used in the above description are on the California Coordinate System of 1983, Zone 6

This legal description was prepared by me or under my direct supervision.

Steven A. Heise, PLS 8788

6/26/14
Date

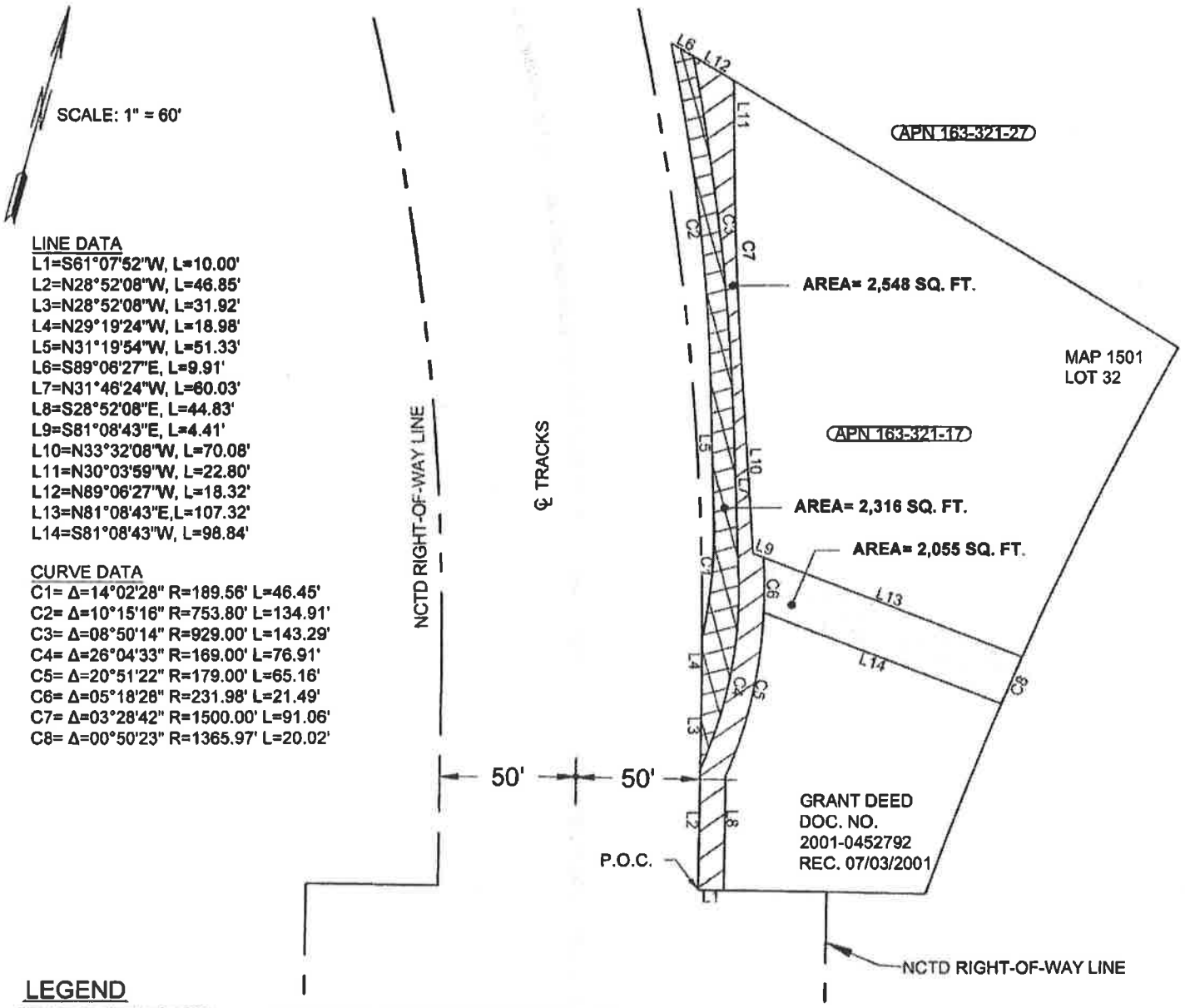


EXHIBIT "B" TO
EASEMENT DEED

Map of Real Property
[APN(s): 163-321-17]

[attached behind this page]

EXHIBIT "B"



LINE DATA
L1=S61°07'52"W, L=10.00'
L2=N28°52'08"W, L=46.85'
L3=N28°52'08"W, L=31.92'
L4=N29°19'24"W, L=18.98'
L5=N31°19'54"W, L=51.33'
L6=S89°06'27"E, L=9.91'
L7=N31°46'24"W, L=60.03'
L8=S28°52'08"E, L=44.83'
L9=S81°08'43"E, L=4.41'
L10=N33°32'08"W, L=70.08'
L11=N30°03'59"W, L=22.80'
L12=N89°06'27"W, L=18.32'
L13=N81°08'43"E,L=107.32'
L14=S81°08'43"W, L=98.84'

CURVE DATA
C1= Δ=14°02'28" R=189.56' L=46.45'
C2= Δ=10°15'16" R=753.80' L=134.91'
C3= Δ=08°50'14" R=929.00' L=143.29'
C4= Δ=26°04'33" R=169.00' L=76.91'
C5= Δ=20°51'22" R=179.00' L=65.16'
C6= Δ=05°18'28" R=231.98' L=21.49'
C7= Δ=03°28'42" R=1500.00' L=91.06'
C8= Δ=00°50'23" R=1365.97' L=20.02'

LEGEND

- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT PATH EASEMENT
- TEMPORARY ACCESS EASMENT
- EXISTING LOT/PARCEL LINE
- TRACK CENTERLINE
- EXISTING NCTD RIGHT-OF-WAY LINE
- P.O.C. — POINT OF COMMENCEMENT

PROFESSIONAL LAND SURVEYOR
Steven A. Heise
LS 8788
STATE OF CALIFORNIA

DESCRIPTION: A PORTION OF GRANT DEED DESCRIBED IN DOC. NO. 2001-0452792	INLAND RAIL TRAIL	SHEET 1 OF 1
OWNER: PAULEY FAMILY LTD PARTNERSHIP	DOKKEN ENGINEERING	SCALE: 1" = 60'
ADDRESS: 348 N. SANTA FE AVENUE VISTA, CA 92083	5976 RUFFIN ROAD SUITE 250 SAN DIEGO, CA 92123 (858) 514-8877	DRAFTED: JC
		CHECKED: SH
		DATE PREPARED: 06-24-2014

P:\1948_Inland_Rail_Trail\460\SURVEY PLATS\Priority 1\71_163-321-17.dwg Tuesday, Jun. 24 2014 3:49pm ypnl

GRANT OF TEMPORARY ACCESS EASEMENT

RECORDING REQUESTED BY:
Chicago Title Insurance Company
1406 S. Santa Fe Avenue
Vista, CA 92084
Escrow and Order No. _____

WHEN RECORDED MAIL TO:
San Diego Association of Governments
Attn: Emilio Rodriguez, Senior Engineer
401 B Street, Suite 800
San Diego, California 92101

Portions APN(s.): 163-321-17

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

GRANT OF TEMPORARY ACCESS EASEMENT

This Grant of Temporary Access Easement (hereinafter referred to as this "**Instrument**") is made and entered into by the undersigned Pauley Family Limited Partnership, a California Limited Partnership (hereinafter referred to as "**Grantor**"), with reference and respect to that certain Agreement of Purchase and Sale and Joint Escrow Instructions as further described and referenced in the second to last paragraph of this Instrument (exclusive of the closing paragraph which begins with the phrase "IN WITNESS WHEREOF"), which agreement is hereinafter referred to as the "**Agreement**". Grantor represents and warrants that it is the owner in fee simple of certain real property located in the City of Vista, County of San Diego, State of California, more fully described in ATTACHMENT "1" attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** (hereinafter referred to as "**Grantee**"), and its successors and assigns, a temporary non-exclusive access easement and right of way ("**Temporary Access Easement**"), over, above, on, under, in, across, along and through that certain portion of the Property more fully described and depicted or illustrated in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Temporary Access Easement Area**"), for the purpose of access to, including, without limitation, pedestrian and vehicular ingress to and egress from, any and all property necessary, convenient and/or available for the construction of and related activities associated with the Inland Rail Trails Project (hereinafter referred to as the "**Project**"), as further described in the Agreement, including, without limitation, any and all construction areas, which may include without limitation areas made or to be made available to Grantee for the Project pursuant to licenses, permits, deeds, easements or otherwise, including without limitation areas owned, leased or subject to easements, whether temporary or permanent, for construction and/or operation of the Project.

The Temporary Access Easement shall, unless extended, expire on the date ("**Expiration Date**") that is twelve (12) months from and after the anticipated commencement of access within, over, above, on, under, in, across, along and/or through the Temporary Access Easement Area as established in a notice given to Grantor by or on behalf of Grantee pursuant to the

Agreement. Grantee shall have an option to extend the Temporary Access Easement on a month-to-month basis (and/or as otherwise provided in the Agreement) until the later of completion of construction of the Project or access for such construction and related purposes is no longer needed. Upon occurrence of the completion of the Project as well as termination of any and all access related thereto, resulting therefrom or needed in connection therewith, the then-owners of record of the Property shall have the right to request and, thereafter, receive from Grantee a duly executed and acknowledged instrument in writing whereby Grantee quitclaims or otherwise releases its interest in the Temporary Access Easement, but not the other terms and provisions of this Instrument, to the said then-owner of record of the Property, and may cause the same to be recorded in Official Records of San Diego County, California.

Grantor covenants, by and for itself, its heirs, successors and assigns, including, without limitation, any voluntary and involuntary successor(s)-in-interest to the Property or any part of it, that Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee's sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the Temporary Access Easement Area which will unreasonably interfere with the use of the Temporary Access Easement Area; and Grantor shall not permit the erection, placement, or maintenance of any improvement, or undertaking of any other activity, which will unreasonably interfere with the use of the Temporary Access Easement.

The Temporary Access Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, sub-contractors and workmen to (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Access Easement, (ii) use, pass through and otherwise occupy the Temporary Construction Easement Area, and (iiii) move, whether by hand, in or upon vehicles or otherwise, tools, equipment, machinery, and materials through, including without limitation on to and then off of, the Temporary Access Easement Area.

As the Temporary Access Easement is non-exclusive, Grantor has and retains the right to use the surface or any other part of the Temporary Access Easement Area for any purpose which does not unreasonably interfere with the Temporary Access Easement, including without limitation Grantee's rights and remedies granted or otherwise set forth in or resulting from this Instrument. However, no right of access by the general public to any portion of the Property is conveyed by this Instrument.

This Instrument, including, without limitation, the grant and other terms and provisions set forth or incorporated by reference herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and under this Instrument and may do so without obtaining the consent of or providing notice to Grantor.

Subject to the terms of this Instrument, the covenants contained in this Instrument shall run with the land.

This Instrument arises from the Agreement as entered into by and between Grantor and Grantee on or about 7/16, 2014. The terms and provisions of the Agreement are

incorporated into this Instrument by this reference as if set forth in this Instrument in full. Appropriately interested parties may inspect a copy of the Agreement at the offices of Grantee.

This Instrument, together with the Agreement, contains the entire agreement of the parties relating to the subject matter hereof, including, without limitation, the rights herein granted and the obligations herein assumed. Any oral representations concerning or modifications of this Instrument or the Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed on the date set forth below.

Dated: 7/16/14

GRANTOR:

Pauley Family Limited Partnership, a California Limited Partnership

By: _____

Name: MIKE PAULEY

Title: GENERAL PARTNER

By: _____

Name: ROBERT PAULEY

Title: GENERAL PARTNER

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On July 16, 2014 before me, Vicki Vail, notary public, personally appeared Michael N. Pauley,
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.

VICKI VAIL
Commission # 1895127
Notary Public - California
San Diego County
My Comm. Expires Aug 7, 2014

Vicki Vail
Signature of Notary Public

Pauley 163-321-17 TAE

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On July 16, 2014 before me, Vicki Vail, notary public, personally appeared Robert Keith Pauley,
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.

VICKI VAIL
Commission # 1895127
Notary Public - California
San Diego County
My Comm. Expires Aug 7, 2014

Signature of Notary Public

Pauley 163-321-17 TAE

5003178

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Temporary Access Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
Gary Gallegos (or designee)
Executive Director

Date: 9-8-2014

Pauley 163-321-17 TAE

ATTACHMENT "1"

Legal Description of Property
[APN(s): 163-321-17]

[attached behind this page]

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Diego, City of Vista and described as follows:

All of Lot 32 of Richardson's Addition to Vista, in the City of Vista, County of San Diego, State of California. according to Map thereof No. 1501, filed in the Office of the County Recorder of San Diego County, December 4, 1912.

Excepting therefrom that portion lying Southerly of a line described as follows:

Commencing at the Southwesterly corner of said Lot 32; thence North 60° 35' East along the Southerly line thereof and the Northeasterly prolongation thereof to the Easterly line of said Lot 32.

Also excepting that portion of Lot 32 lying Northerly of a line drawn parallel with and 80 feet Southerly from the Northerly line of Lots 93 of Vallecito, in the City of Vista, County of San Diego, State of California, according to Map thereof No. 1983, filed in the Office of the County Recorder of San Diego County, January 5, 1927.

Also excepting that portion lying Southwesterly of the following described line:

Beginning at the Northeasterly corner of Lot 94 of Vallecitos, according to Map thereof No. 1983, filed in the Office of the County Recorder of San Diego County; thence Westerly along the North line thereof 157.31 feet to the True Point of Beginning; thence south 41° 52' 57" East, 111.27 feet to a 753.00 foot radius curve concave Southwesterly; thence Southeasterly along said curve 131.73 feet; thence South 31° 61' 34" East 51.33 feet to a 189.57 foot radius curve concave Westerly thence Southerly along said curve to the Westerly line of said Lot 32.

APN: 163-321-17-00
(End of Legal Description)

EXHIBIT "A"

Legal Description of Temporary Access Easement Area
[APN(s): 163-321-17

[attached behind this page]

EXHIBIT "A"

TEMPORARY ACCESS EASEMENT
APN:163-321-17-00

Commencing at a point on the easterly Right of Way of the North San Diego County Transit Development Board - Escondido Line Corridor as described in Doc # 2004-0751977, recorded in the Office of the San Diego County Recorder, August 9, 2004, said point being the Southeast corner of Lot 32 of the Richardson's Addition to Vista, in the City of Vista, County of San Diego, State of California, according to Map 1501, filed in the Office of the San Diego County Recorded December 4, 1912 and described in Doc # 2001-0452792, filed in the Office of said County Recorder, July 3, 2001; thence N.61°07'52"E., a distance of 10.00 feet; thence N.28°52'08"W., a distance of 44.83 feet to the point of curve of a non tangent curve to the left, of which the radius point lies S.83°38'14"W., a radial distance of 179.00 feet; thence northerly along the arc, through a central angle of 24°32'30", a distance of 76.67 feet to the POINT OF BEGINNING; said point also being the beginning of a curve to the left, of which the radius point lies S.62°23'18"W., a radial distance of 231.98 feet; thence northwesterly along the arc, through a central angle of 05°18'28", a distance of 21.49 feet; thence N.81°08'43"E., a distance of 107.32 feet to the point of curve of a non tangent curve to the left, of which the radius point lies N.84°13'44"E., a radial distance of 1,365.97 feet; thence southerly along the arc, through a central angle of 00°50'23", a distance of 20.02 feet; thence S.81°08'43"W., a distance of 98.54 feet to the POINT OF BEGINNING.

Containing 2,055 square feet, more or less.

See Exhibit 'B' attached hereto and made part hereof.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California

The bearings and distances used in the above description are on the California Coordinate System of 1983, Zone 6

This legal description was prepared by me or under my direct supervision.

Steven A. Heise, PLS 8788

6/26/14
Date

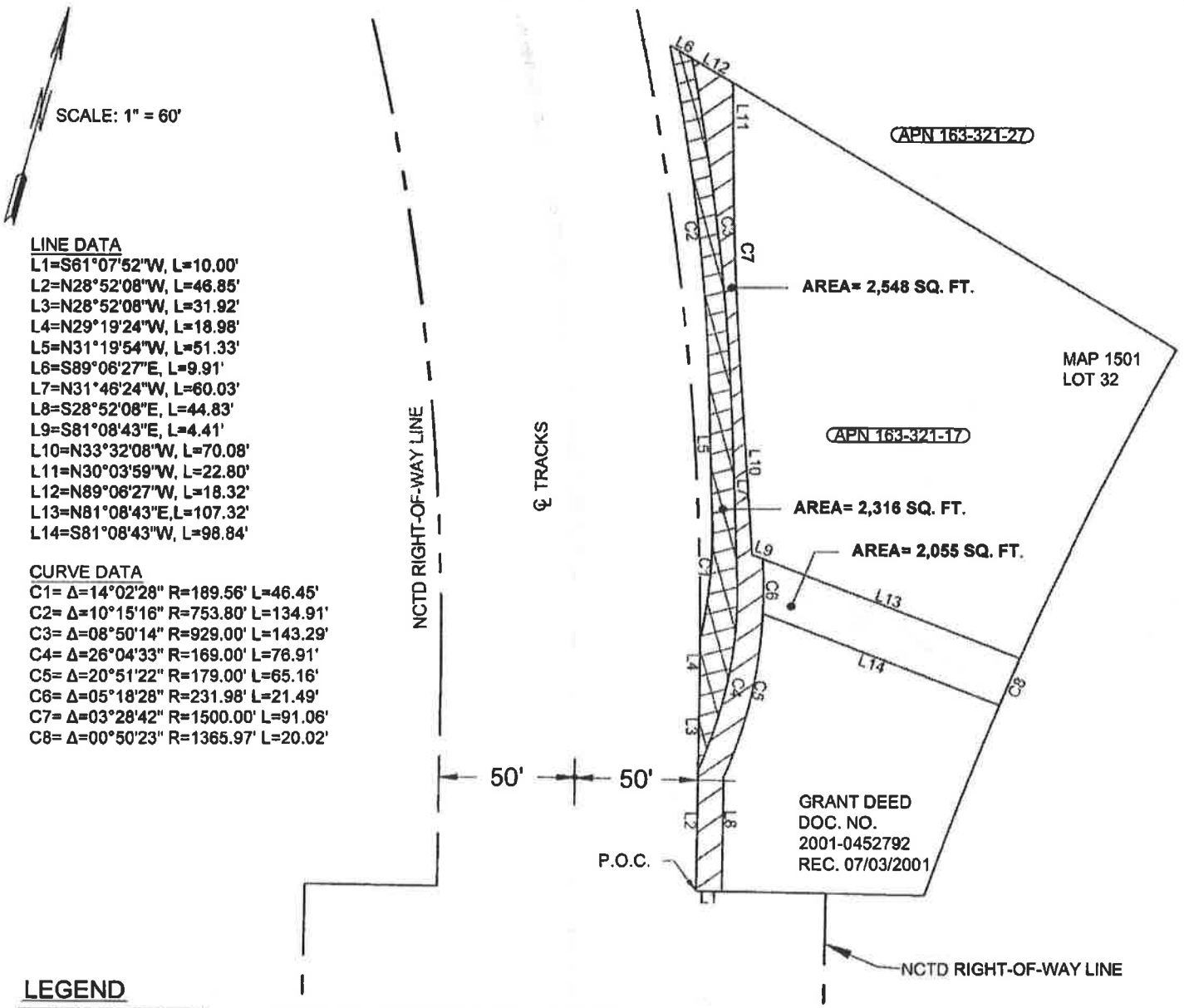


EXHIBIT "B"

Map of Temporary Access Easement Area
[APN(s): 163-321-17]

[attached behind this page]

EXHIBIT "B"



LINE DATA

L1=S61°07'52"W, L=10.00'
L2=N28°52'08"W, L=46.85'
L3=N28°52'08"W, L=31.92'
L4=N29°19'24"W, L=18.98'
L5=N31°19'54"W, L=51.33'
L6=S89°06'27"E, L=9.91'
L7=N31°46'24"W, L=60.03'
L8=S28°52'08"E, L=44.83'
L9=S81°08'43"E, L=4.41'
L10=N33°32'08"W, L=70.08'
L11=N30°03'59"W, L=22.80'
L12=N89°06'27"W, L=18.32'
L13=N81°08'43"E,L=107.32'
L14=S81°08'43"W, L=98.84'

CURVE DATA

C1= Δ=14°02'28" R=189.56' L=46.45'
C2= Δ=10°15'16" R=753.80' L=134.91'
C3= Δ=08°50'14" R=929.00' L=143.29'
C4= Δ=26°04'33" R=169.00' L=76.91'
C5= Δ=20°51'22" R=179.00' L=65.16'
C6= Δ=05°18'28" R=231.98' L=21.49'
C7= Δ=03°28'42" R=1500.00' L=91.06'
C8= Δ=00°50'23" R=1365.97' L=20.02'

LEGEND

TEMPORARY CONSTRUCTION EASEMENT
PERMANENT PATH EASEMENT
TEMPORARY ACCESS EASMENT
EXISTING LOT/PARCEL LINE
TRACK CENTERLINE
EXISTING NCTD RIGHT-OF-WAY LINE
P.O.C. POINT OF COMMENCEMENT

PROFESSIONAL LAND SURVEYOR
Steven A. Hetse
12-31-14
LS 8788
STATE OF CALIFORNIA

DESCRIPTION:
A PORTION OF GRANT DEED DESCRIBED IN DOC. NO. 2001-0452792

OWNER:
PAULEY FAMILY LTD PARTNERSHIP

ADDRESS:
348 N. SANTA FE AVENUE
VISTA, CA 92083

INLAND RAIL TRAIL

DOKKEN ENGINEERING
5975 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123
(858) 614-0777

SHEET 1 OF 1
SCALE: 1" = 60'
DRAFTED: JC
CHECKED: SH
DATE PREPARED: 06-24-2014

P:\1948_Inland_Rail_Trail\460\SURVEY PLATS\Priority 1\71_163-321-17.dwg Tuesday, Jun. 24 2014 3:49pm yoni

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

RECORDING REQUESTED BY:
Chicago Title Insurance Company
1406 S Santa Fe Avenue
Vista, CA 92084
Escrow and Order No. _____

WHEN RECORDED MAIL TO:
San Diego Association of Governments
Attn: Emilio Rodriguez, Senior Engineer
401 B Street, Suite 800
San Diego, California 92101

Portions APN(s.): 163-321-17

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

This Grant of Temporary Construction Easement (hereinafter referred to as this "**Instrument**") is made and entered into by the undersigned Pauley Family Limited Partnership, a California Limited Partnership (hereinafter referred to as "**Grantor**"), with reference and respect to that certain Agreement of Purchase and Sale and Joint Escrow Instructions as further described and referenced in the second to last paragraph of this Instrument (hereinafter referred to as the "**Agreement**"). Grantor represents and warrants that it is the owner in fee simple of certain real property located in the City of Vista, County of San Diego, State of California, more fully described in ATTACHMENT "1" attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** (hereinafter referred to as "**Grantee**"), and its successors and assigns, a temporary and exclusive construction easement and right of way ("Temporary Construction Easement"), over, above, on, under, in, across, along and through that certain portion of the Property more fully described and depicted or illustrated in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Temporary Construction Easement Area**"), for the purpose of all necessary and convenient activities associated with the Inland Rail Trails Project (hereinafter referred to as the "**Project**"), as further described in the Agreement, including, without limitation, construction and/or operation of the Project.

The Temporary Construction Easement shall, unless extended, expire on the date ("**Expiration Date**") that is twelve (12) months from and after the anticipated commencement of construction within the Temporary Construction Easement Area as established in a notice given to Grantor by or on behalf of Grantee pursuant to the Agreement. The Grantee shall have an option to extend the Temporary Construction Easement on a month-to-month basis (and/or as otherwise provided in the Agreement) until construction of the Project is completed. Upon occurrence of the completion of the Project, the then-owners of record of the Property shall have the right to request and, thereafter, receive from Grantee a duly executed and acknowledged instrument in writing whereby Grantee quitclaims or otherwise releases its interest in the Temporary Construction Easement, but not the other terms and provisions of this Instrument, to

the said then-owner of record of the Property, and may cause same to be recorded in Official Records of San Diego County, California.

Grantor covenants, by and for itself, its heirs, successors and assigns, including, without limitation, any voluntary and involuntary successor(s)-in-interest to the Property or any part thereof, that Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee's sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the Temporary Construction Easement Area or which may interfere with the use of the Temporary Construction Easement Area; and Grantor shall not permit the erection, placement, or maintenance of any improvement, or undertaking of any other activity, which may interfere with the use of the Temporary Construction Easement Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the Temporary Construction Easement Area.

The Temporary Construction Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontractors and workmen to (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement, (ii) use, control and occupy the Temporary Construction Easement Area, (iii) use and temporarily place and operate tools, equipment, machinery, and materials on the Temporary Construction Easement Area, and (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora, including, without limitation, the roots thereof, located within the Temporary Construction Easement Area.

As the Temporary Construction Easement is exclusive, Grantor acknowledges and agrees that, until after the Expiration Date, Grantee has no or retains no right to use the surface or any other part of the Temporary Construction Easement Area for any purpose. Further, prior to the expiration or termination of the Temporary Construction Easement, Grantor shall not grant or dedicate any easement, right or other interest in, to, on, under or over the Temporary Construction Easement Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee's sole and unfettered discretion.

This Instrument, including, without limitation, the grant and other terms and provisions set forth or incorporated by reference herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and under this Instrument and may do so without obtaining the consent of or providing notice to Grantee.

At the expiration of the Temporary Construction Easement, Grantee shall not and shall not be required to restore the Temporary Construction Easement Area to the condition, or as near as practicable to the condition, that existed immediately prior to Grantee's operations; instead Grantee shall put the Temporary Construction Easement Area in a neat and clean condition with the soil compacted to a reasonable degree; provided, however, that Grantee's obligations in this regard shall not apply with respect to reasonable wear and tear or any changed condition or circumstance not resulting from Grantee's operations, including, without limitation, Grantee's negligence or greater fault. Similarly, Grantee shall not be required to restore (to their pre-existing condition) any vegetation, landscaping or improvements for which the Grantor has (and Grantor hereby acknowledges and agrees that Grantor has) been paid. Additionally, it is

understood that, upon said expiration or termination of the Temporary Construction Easement, Grantee shall have no other or further obligation, liability or duty in connection with the Property.

The covenants contained in this Instrument shall run with the land.

This Instrument arises from the Agreement as entered into by Grantor and Grantee on or about _____ __, 2014. The terms and provisions of the Agreement are incorporated into this Instrument by this reference as if set forth in this Instrument in full. Appropriately interested parties may inspect a copy of the Agreement at the offices of Grantee.

This Instrument together with the Agreement contains the entire agreement of the parties relating to the subject matter hereof, including, without limitation, the rights herein granted and the obligations herein assumed. Any oral representations concerning or modifications of this Instrument or the Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed on the date set forth below.

Dated: 7/16/14

GRANTOR:

Pauley Family Limited Partnership,
a California Limited Partnership

By: _____

Name: MIKE PAULEY

Title: GENERAL PARTNER

By: _____

Name: ROBERT PAULEY

Title: GENERAL PARTNER

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On July 16, 2014 before me, Vicki Vail, notary public, personally appeared Michael N. Pauley,
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.

VICKI VAIL
Commission # 1895127
Notary Public - California
San Diego County
My Comm. Expires Aug 7, 2014

Signature of Notary Public

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On July 16, 2014 before me, Vicki Vail, notary public, personally appeared Robert Keith Pauley,
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.

VICKI VAIL
Commission # 1895127
Notary Public - California
San Diego County
My Comm. Expires Aug 7, 2014

Signature of Notary Public

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Temporary Construction Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
Gary Gallegos (or designee)
Executive Director

Date: 9-8-2014

ATTACHMENT "1"

Legal Description of Property
[APN(s): 163-321-17]

[attached behind this page]

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Diego, City of Vista and described as follows:

All of Lot 32 of Richardson's Addition to Vista, in the City of Vista, County of San Diego, State of California. according to Map thereof No. 1501, filed in the Office of the County Recorder of San Diego County, December 4, 1912.

Excepting therefrom that portion lying Southerly of a line described as follows:

Commencing at the Southwesterly corner of said Lot 32; thence North 60° 35' East along the Southerly line thereof and the Northeasterly prolongation thereof to the Easterly line of said Lot 32.

Also excepting that portion of Lot 32 lying Northerly of a line drawn parallel with and 80 feet Southerly from the Northerly line of Lots 93 of Vallecito, in the City of Vista, County of San Diego, State of California, according to Map thereof No. 1983, filed in the Office of the County Recorder of San Diego County, January 5, 1927.

Also excepting that portion lying Southwesterly of the following described line:

Beginning at the Northeasterly corner of Lot 94 of Vallecitos, according to Map thereof No. 1983, filed in the Office of the County Recorder of San Diego County; thence Westerly along the North line thereof 157.31 feet to the True Point of Beginning; thence south 41° 52' 57" East, 111.27 feet to a 753.00 foot radius curve concave Southwesterly; thence Southeasterly along said curve 131.73 feet; thence South 31° 61' 34" East 51.33 feet to a 189.57 foot radius curve concave Westerly thence Southerly along said curve to the Westerly line of said Lot 32.

APN: 163-321-17-00
(End of Legal Description)

EXHIBIT "A"

Legal Description of Temporary Construction Easement Area
[APN(s): 163-321-17]

[attached behind this page]

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT
APN:163-321-17-00

Beginning at a point on the easterly Right of Way of the North San Diego County Transit Development Board - Escondido Line Corridor as described in Doc # 2004-0751977, recorded in the Office of the San Diego County Recorder, August 9, 2004, said point being the Southeast corner of Lot 32 of the Richardson's Addition to Vista, in the City of Vista, County of San Diego, State of California, according to Map 1501, filed in the Office of the San Diego County Recorded December 4, 1912 and described in Doc # 2001-0452792, filed in the Office of said County Recorder, July 3, 2001 said point also being the POINT OF BEGINNING; thence N.28°52'08"W., a distance of 46.85 feet to the point of curve of a non tangent curve to the left, of which the radius point lies S.84°18'09"W., a radial distance of 169.00 feet; thence northerly along the arc, through a central angle of 26°04'33", a distance of 76.91 feet; thence N.31°46'24"W., a distance of 60.03 feet to a point of curve to the left having a radius of 929.00 feet and a central angle of 08°50'14"; thence northwesterly along the arc a distance of 143.29 feet; thence S.89°06'27"E., a distance of 18.32 feet; thence S.30°03'59"E., a distance of 22.80 feet to a point of curve to the left having a radius of 1,500.00 feet and a central angle of 03°28'42"; thence southeasterly along the arc a distance of 91.06 feet; thence S.33°32'40"E., a distance of 70.08 feet; thence N.81°08'43"E., a distance of 4.41 feet to the point of curve of a non tangent curve to the right, of which the radius point lies S.57°04'51"W., a radial distance of 231.98 feet; thence southeasterly along the arc, through a central angle of 05°18'28", a distance of 21.49 feet to the point of curve of a non tangent curve to the right, of which the radius point lies S.62°46'53"W., a radial distance of 179.00 feet; thence southerly along the arc, through a central angle of 20°51'22", a distance of 65.16 feet; thence S.28°52'08"E., a distance of 44.83 feet; thence S.61°07'52"W., a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 2,547 square feet, more or less.

See Exhibit 'B' attached hereto and made part hereof.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California

This legal description was prepared by me or under my direct supervision.



Steven A. Heise, PLS 8788

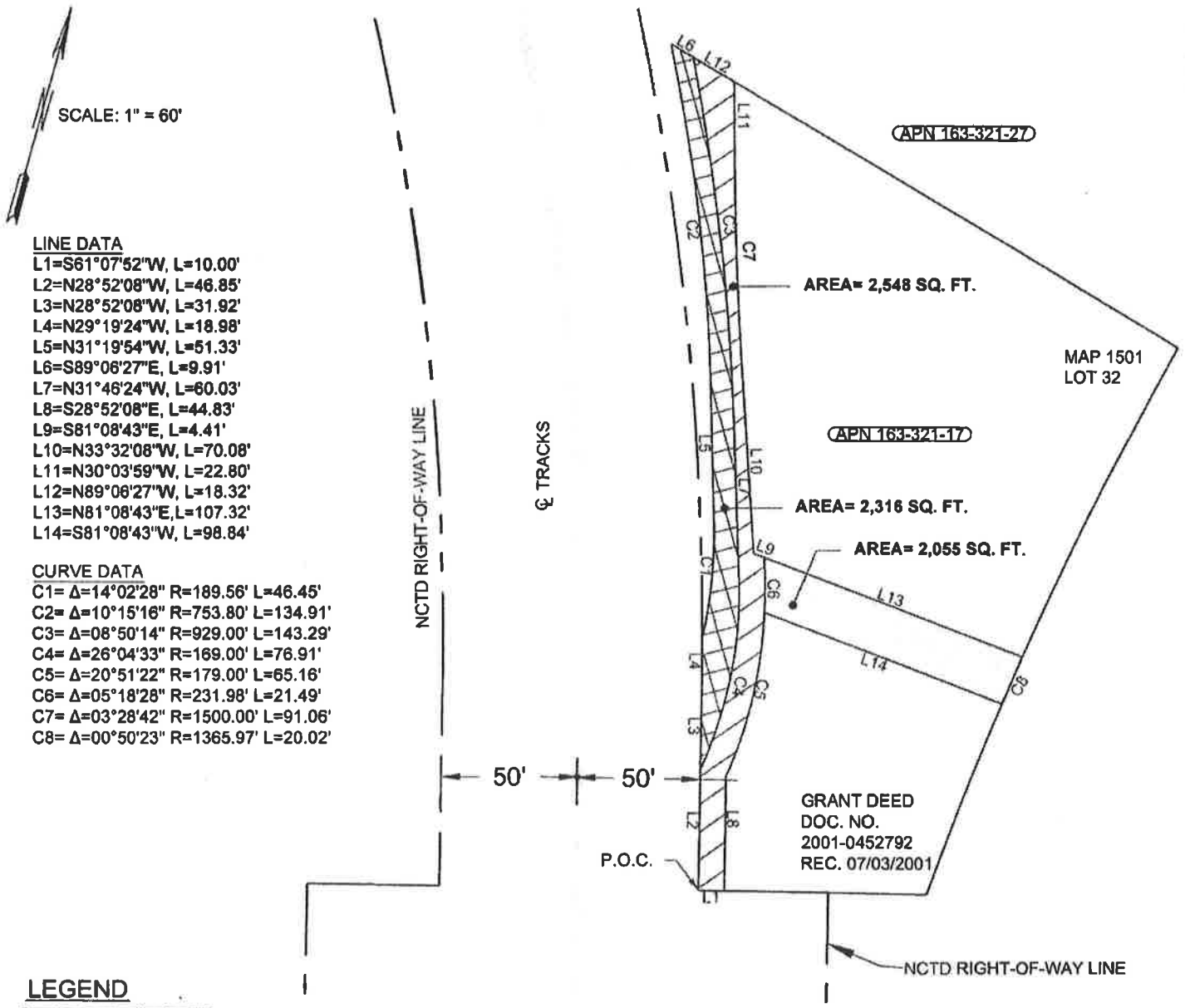
6/26/14
Date

EXHIBIT "B"

Map of Temporary Construction Easement Area
[APN(s): 163-321-17]

[attached behind this page]

EXHIBIT "B"



LINE DATA
L1=S61°07'52"W, L=10.00'
L2=N28°52'08"W, L=46.85'
L3=N28°52'08"W, L=31.92'
L4=N29°19'24"W, L=18.98'
L5=N31°19'54"W, L=51.33'
L6=S89°06'27"E, L=9.91'
L7=N31°46'24"W, L=60.03'
L8=S28°52'08"E, L=44.83'
L9=S81°08'43"E, L=4.41'
L10=N33°32'08"W, L=70.08'
L11=N30°03'59"W, L=22.80'
L12=N89°06'27"W, L=18.32'
L13=N81°08'43"E,L=107.32'
L14=S81°08'43"W, L=98.84'

CURVE DATA
C1= Δ=14°02'28" R=189.56' L=46.45'
C2= Δ=10°15'16" R=753.80' L=134.91'
C3= Δ=08°50'14" R=929.00' L=143.29'
C4= Δ=26°04'33" R=169.00' L=76.91'
C5= Δ=20°51'22" R=179.00' L=65.16'
C6= Δ=05°18'28" R=231.98' L=21.49'
C7= Δ=03°28'42" R=1500.00' L=91.06'
C8= Δ=00°50'23" R=1365.97' L=20.02'

LEGEND

- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT PATH EASEMENT
- TEMPORARY ACCESS EASMENT
- EXISTING LOT/PARCEL LINE
- TRACK CENTERLINE
- EXISTING NCTD RIGHT-OF-WAY LINE
- P.O.C. — POINT OF COMMENCEMENT



DESCRIPTION:
A PORTION OF GRANT DEED DESCRIBED IN DOC. NO. 2001-0452792

OWNER:
PAULEY FAMILY LTD PARTNERSHIP

ADDRESS:
348 N. SANTA FE AVENUE
VISTA, CA 92083

INLAND RAIL TRAIL

DOKKEN ENGINEERING
5978 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123
(858) 614-0777

SHEET 1 OF 1
SCALE: 1" = 60'
DRAFTED: JC
CHECKED: SH
DATE PREPARED: 06-24-2014

P:\1946_Inland_Rail_Trail\460\SURVEY PLATS\Priority 1\71_163-321-17.dwg Tuesday, Jan. 24 2014 3:49pm yoni

EXHIBIT 7

GRANT OF EASEMENT FOR PUBLIC BIKEWAY, BIKE PATH AND/OR BIKE TRAIL PURPOSES

3 *

recorded Requested
Stewart

DOC # 2014-0485246

NOV 06, 2014 2:27 PM
OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
Ernest J. Dronenburg, Jr., COUNTY RECORDER
FEES: 0.00
OC: NA

PAGES: 10

~~Chicago Title Insurance Company~~
1406 S. Santa Fe Avenue
Vista, CA 92084
Escrow and Order No. 73714008192/01180-59023

WHEN RECORDED MAIL TO:
SANDAG
Attn: Emilio Rodriguez, Project Manager
401 B Street, Ste. 800
San Diego, California 92101-4231

FGD
NOT
NF
OCNA

7034-01180-59023

Portions APN(s.): 163-321-24, 27, 28

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

EASEMENT DEED

ce

Grant of Easement for Public Bikeway, Bike Path and/or Bike Trail Purposes

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Michael Awdeesh Toma* and Mike Saco** ("**Grantor**"), Grantor does hereby GRANT and CONVEY to the San Diego Association of Governments ("**Grantee**"), and its successors and assigns, an exclusive easement for public bikeway, bike path and/or bike trail purposes, including without limitation bikeway, bike path and/or bike trail right of way, and appurtenances and uses associated therewith, as well as incidentals thereto, over, above, on, under, in, across, along and through that certain portion of Grantor's real property located in the City of Vista, County of San Diego, State of California, more particularly described in the legal description attached hereto as Exhibit "A" and depicted or illustrated on the map attached hereto as Exhibit "B"; both of such attachments / exhibits are incorporated herein by this reference.

The easement rights granted herein, and the rights of Grantee hereunder and pursuant hereto, shall include the right to use of the easement and/or the easement area or any part(s) of it for public bikeway, bike path, sidewalk, walkway, path and/or trail and bicycle and similar vehicle as well as pedestrian use, access, ingress and egress purposes, including without limitation the installation and maintenance of a public bikeway, bike path, sidewalk, walkway, path and/or trail, together with any and all appurtenances pertaining thereto, over, above, on, under, in, across, along and through the real property.

The appurtenances and uses associated with the easement granted herein and the incidentals to such easement include, without limitation, the following: retaining walls, drainage, ditches and public utilities as well as general utility purposes for any and all utility service facilities, including, but not limited to, poles, pipes, drains, ditches, wires, cables, lines, pipelines and conduits for electrical, telephone, television, telecommunication, gas, storm, storm water, sanitary, sewer, water, drainage and other utility services, and all appurtenances and uses pertaining thereto and/or associated therewith, together with the right to trim and remove trees and other vegetation, over, above, on, under, in, across, along and through the real property.

Therefore, the easement rights granted herein, and the rights of Grantee hereunder and pursuant hereto, shall also include the following: the right of ingress and egress, from and to the easement and the easement area described in this instrument, across the lands of Grantor for all

*a married man as his sole and separate property, as to an undivided 50% interest
**an unmarried man, as to an undivided 50% interest
Toma 163-321-24, 27, 28_PermEsmt

purposes convenient or useful in connection with or incidental to the use or the exercise of the rights granted in this instrument at locations that will not unreasonably interfere with Grantor's reasonable use of the remainder of Grantor's property; the right to construct, reconstruct, repair, replace, operate and maintain said facilities, including without limitation construction, installation, operation, maintenance, repair, replacement, removal and/or enlargement of a retaining wall or walls, a ditch or ditches and/or a drain or drains, including without limitation a water, storm water and/or waste water drain(s), drainage and other ditch(es), channel(s), pipe(s), pipeline(s), basin(s) and/or catch basin(s), together with any and all appurtenances pertaining thereto, and the right to enter upon, pass and re-pass over, along and beside said easement and the easement area; and the right to deposit tools, implements and materials thereon by said Grantee, its officers, agents, representatives, employees, successors and assigns, and by any consultant, contractor, subcontractor, supplier and its or their officers, agents, representatives and employees engaged by, through or under Grantee, its successors and assigns, whenever and wherever necessary for the purposes set forth in this instrument.]

The term Grantor as used in this instrument shall mean and include, and this conveyance is binding upon, the Grantor named herein as well as such Grantor's heirs, assigns and/or successors-in-interest.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated: 7-18-14

GRANTOR: Michael Awdeesh Toma and Mike Saco

By: _____ By: _____

Printed: Michael Awdeesh Toma Printed: Mike Saco

Title: _____ Title: _____

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On 7-18-, 2014 before me, Judy Hill, notary public, personally appeared Michael Aurdeesh Toma + Mike Saco, 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.

JUDY HILL
Commission # 2041286
Notary Public - California
San Diego County
My Comm. Expires Oct 11, 2017

Judy Hill
Signature of Notary Public

Toma 163-321-24, 27, 28_PermEsmt

NOTARY SEAL CERTIFICATION

(Government Code 27361.7)

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

Name of the Notary: Judy Hill

Commission Number: 2041266 Date Commission Expires: Oct 11, 2017

County Where Bond is Filed: San Diego

Manufacturer or Vendor Number: NNA1
(Located on both sides of the notary seal border)

Signature: [signature]
Firm Name (if applicable)

Place of Execution: San Diego Date: 10/27/14

Rec. Form #R10 (Rev. 8/13/97)

5003205

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Permanent Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
Gary Gallegos (or designee)
Executive Director

Date: 9-8-2017

Toma 163-321-24, 27, 28_PermEsmt

EXHIBIT "A" TO
EASEMENT DEED

Legal Description of Easement
[APN(s): 163-321-24, 27, 28]

[attached behind this page]

EXHIBIT "A"
PERMANENT PATH EASEMENT
APN'S 163-321-24, 163-321-27, & 163-321-28

THAT PORTION OF LOT 32 OF RICHARDSON'S ADDITION TO VISTA, ACCORDING TO MAP THEREOF NO. 1501, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 4, 1912, AND LOTS 93 AND 94 OF VALLECITOS, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1983, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JANUARY 5, 1927 INCLUDED WITHIN THAT LAND PER DEED RECORDED MAY 23, 2008 AS DOC. NO. 2008-0281182 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LAND PER SAID DEED;

1. THENCE ALONG THE NORTHERLY LINE THEREOF SOUTH 89°06'27" EAST 7.58 FEET;
2. THENCE LEAVING SAID NORTHERLY LINE SOUTH 42°31'46" EAST 78.54 FEET TO THE BEGINNING OF A TANGENT 929.00-FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY;
3. THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°55'09" A DISTANCE OF 31.12 FEET TO THE SOUTHERLY LINE OF LAND PER SAID DEED;
4. THENCE ALONG SAID SOUTHERLY LINE NORTH 89°06'27" WEST 9.91 FEET TO THE SOUTHWEST CORNER THEREOF;
5. THENCE ALONG THE SOUTHWESTERLY LINE THEREOF NORTH 41°21'17" WEST 108.07 FEET TO THE **POINT OF BEGINNING.**

AREA = 723 SQUARE FEET, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6

THIS LEGAL DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.



11/22/13

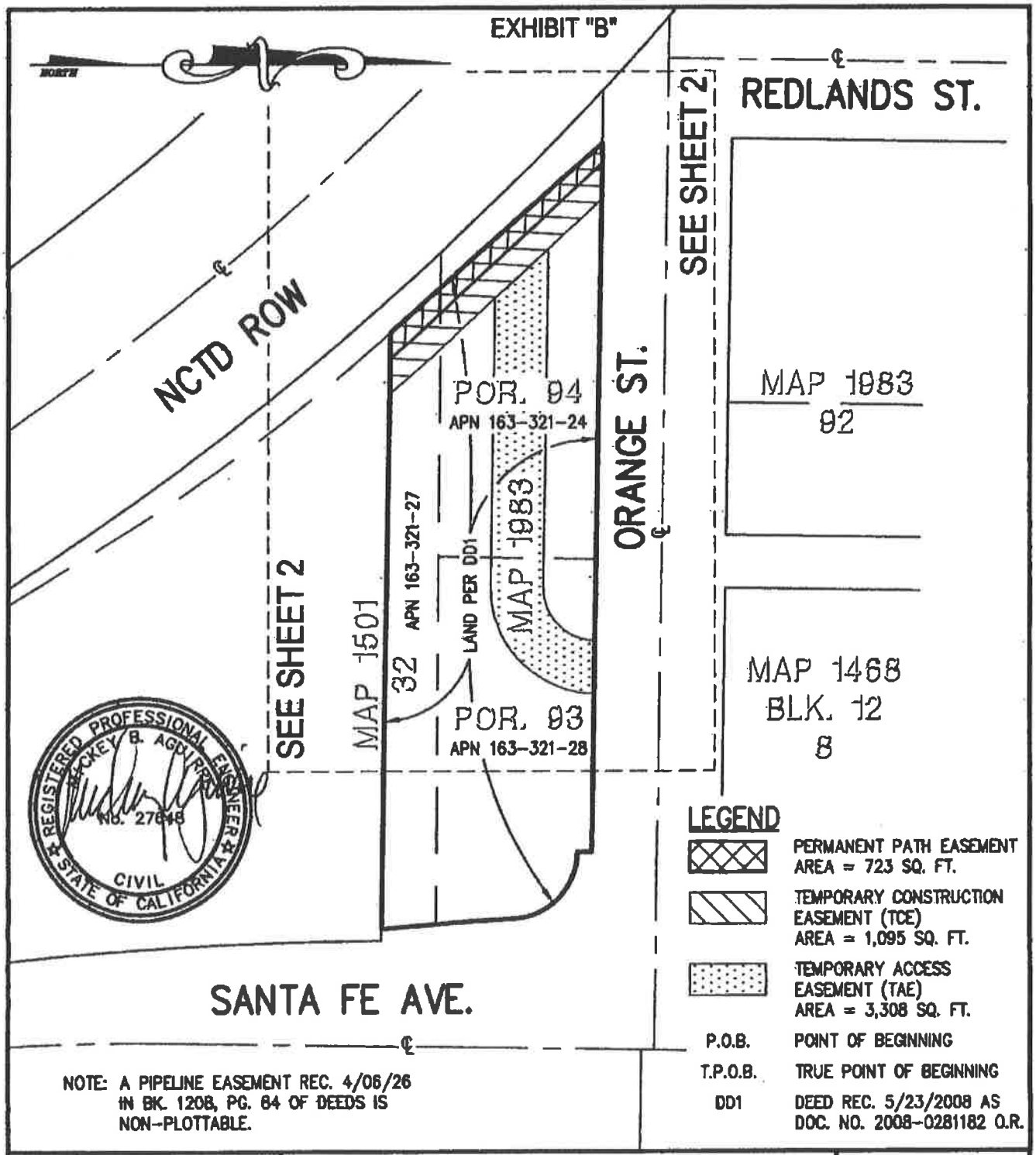
MICKEY B. AGUIRRE RCE 27648

EXHIBIT "B" TO
EASEMENT DEED

Map of Real Property
[APN(s): 163-321-24, 27, 28]

[attached behind this page]

EXHIBIT "B"



LEGEND

	PERMANENT PATH EASEMENT AREA = 723 SQ. FT.
	TEMPORARY CONSTRUCTION EASEMENT (TCE) AREA = 1,095 SQ. FT.
	TEMPORARY ACCESS EASEMENT (TAE) AREA = 3,308 SQ. FT.
P.O.B.	POINT OF BEGINNING
T.P.O.B.	TRUE POINT OF BEGINNING
DD1	DEED REC. 5/23/2008 AS DOC. NO. 2008-0281182 O.R.

NOTE: A PIPELINE EASEMENT REC. 4/06/26 IN BK. 1208, PG. 84 OF DEEDS IS NON-PLOTTABLE.

DESCRIPTION: POR. LAND DESCRIBED IN DEED PER DOC. NO. 2008-0281182 O.R. REC. 5/23/08

OWNER: MICHAEL A. TOMA

ADDRESS: 352 N. SANTA FE AVENUE

INLAND RAIL TRAIL

AGUIRRE & ASSOCIATES
8265 COMMERCIAL ST., SUITE 1, LA MESA, CA 91942
PH: (619)464-6978 FAX: (619)464-7203
SURVEYING · MAPPING · RIGHT-OF-WAY ENGINEERING

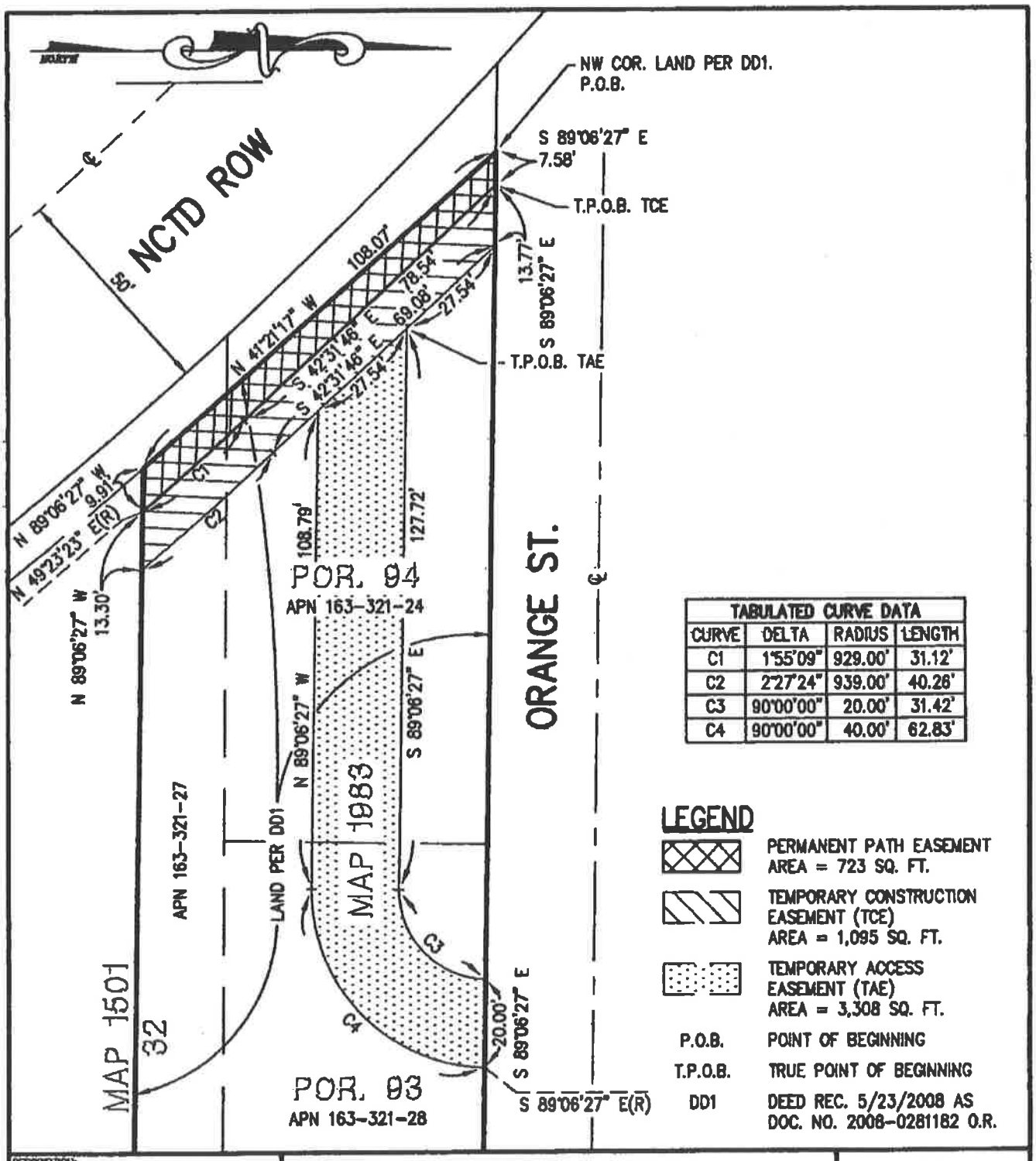
SHEET 1 OF 2

SCALE: 1" = 50'

DRAFTED: KA

CHECKED: MA

DATE PREPARED: 10-30-2013



DESCRIPTION:
POR. LAND DESCRIBED IN DEED PER DOC. NO. 2008-0281182 O.R. REC. 5/23/08

OWNER:
MICHAEL A. TOMA

ADDRESS:
352 N. SANTA FE AVENUE

INLAND RAIL TRAIL

AGUIRRE & ASSOCIATES
8265 COMMERCIAL ST., SUITE 1, LA MESA, CA 91942
PH: (619)464-6978 FAX: (619)464-7203
SURVEYING · MAPPING · RIGHT-OF-WAY ENGINEERING

SHEET 2 OF 2

SCALE: 1" = 30'

DRAFTED: KA

CHECKED: MA

DATE PREPARED: 10-30-2013

GRANT OF TEMPORARY ACCESS EASEMENT

4 * recorded Requested Stewart

~~RECORDING REQUESTED BY:~~
Chicago Title Insurance Company
1406 S. Santa Fe Avenue
Vista, CA 92084
Escrow and Order No. 73714008192/01180-59023

DOC # 2014-0485247

NOV 06, 2014 2:27 PM
OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
Ernest J. Dronenburg, Jr., COUNTY RECORDER
FEES: 0.00
OC: NA

PAGES: 12

WHEN RECORDED MAIL TO:
San Diego Association of Governments
Attn: Emilio Rodriguez, Senior Engineer
401 B Street, Suite 800
San Diego, California 92101
7034-01180-59023

16 12 NF OCNA

Portions APN(s.): 163-321-24, 27, 28

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

GRANT OF TEMPORARY ACCESS EASEMENT

This Grant of Temporary Access Easement (hereinafter referred to as this "**Instrument**") is made and entered into by the undersigned Michael Awdeesh Toma* and Mike Saco** (hereinafter referred to as "**Grantor**"), with reference and respect to that certain Agreement of Purchase and Sale and Joint Escrow Instructions as further described and referenced in the second to last paragraph of this Instrument (exclusive of the closing paragraph which begins with the phrase "IN WITNESS WHEREOF"), which agreement is hereinafter referred to as the "**Agreement**". Grantor represents and warrants that it is the owner in fee simple of certain real property located in the City of Vista, County of San Diego, State of California, more fully described in ATTACHMENT "1" attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** (hereinafter referred to as "**Grantee**"), and its successors and assigns, a temporary non-exclusive access easement and right of way ("**Temporary Access Easement**"), over, above, on, under, in, across, along and through that certain portion of the Property more fully described and depicted or illustrated in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Temporary Access Easement Area**"), for the purpose of access to, including, without limitation, pedestrian and vehicular ingress to and egress from, any and all property necessary, convenient and/or available for the construction of and related activities associated with the Inland Rail Trails Project (hereinafter referred to as the "**Project**"), as further described in the Agreement, including, without limitation, any and all construction areas, which may include without limitation areas made or to be made available to Grantee for the Project pursuant to licenses, permits, deeds, easements or otherwise, including without limitation areas owned, leased or subject to easements, whether temporary or permanent, for construction and/or operation of the Project.

The Temporary Access Easement shall, unless extended, expire on the date ("**Expiration Date**") that is twelve (12) months from and after the anticipated commencement of access within, over, above, on, under, in, across, along and/or through the Temporary Access Easement Area as established in a notice given to Grantor by or on behalf of Grantee pursuant to the

Toma 163-321-24, 27, 28 TAE *a married man as his sole and separate property, as to an undivided 50% interest

**an unmarried man, as to an undivided 50% interest

Agreement. Grantee shall have an option to extend the Temporary Access Easement on a month-to-month basis (and/or as otherwise provided in the Agreement) until the later of completion of construction of the Project or access for such construction and related purposes is no longer needed. Upon occurrence of the completion of the Project as well as termination of any and all access related thereto, resulting therefrom or needed in connection therewith, the then-owners of record of the Property shall have the right to request and, thereafter, receive from Grantee a duly executed and acknowledged instrument in writing whereby Grantee quitclaims or otherwise releases its interest in the Temporary Access Easement, but not the other terms and provisions of this Instrument, to the said then-owner of record of the Property, and may cause the same to be recorded in Official Records of San Diego County, California.

Grantor covenants, by and for itself, its heirs, successors and assigns, including, without limitation, any voluntary and involuntary successor(s)-in-interest to the Property or any part of it, that Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee's sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the Temporary Access Easement Area which will unreasonably interfere with the use of the Temporary Access Easement Area; and Grantor shall not permit the erection, placement, or maintenance of any improvement, or undertaking of any other activity, which will unreasonably interfere with the use of the Temporary Access Easement.

The Temporary Access Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, sub-contractors and workmen to (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Access Easement, (ii) use, pass through and otherwise occupy the Temporary Construction Easement Area, and (iiii) move, whether by hand, in or upon vehicles or otherwise, tools, equipment, machinery, and materials through, including without limitation on to and then off of, the Temporary Access Easement Area.

As the Temporary Access Easement is non-exclusive, Grantor has and retains the right to use the surface or any other part of the Temporary Access Easement Area for any purpose which does not unreasonably interfere with the Temporary Access Easement, including without limitation Grantee's rights and remedies granted or otherwise set forth in or resulting from this Instrument. However, no right of access by the general public to any portion of the Property is conveyed by this Instrument.

This Instrument, including, without limitation, the grant and other terms and provisions set forth or incorporated by reference herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and under this Instrument and may do so without obtaining the consent of or providing notice to Grantor.

Subject to the terms of this Instrument, the covenants contained in this Instrument shall run with the land.

This Instrument arises from the Agreement as entered into by and between Grantor and Grantee on or about July 18, 2014. The terms and provisions of the Agreement are

incorporated into this Instrument by this reference as if set forth in this Instrument in full. Appropriately interested parties may inspect a copy of the Agreement at the offices of Grantee.

This Instrument, together with the Agreement, contains the entire agreement of the parties relating to the subject matter hereof, including, without limitation, the rights herein granted and the obligations herein assumed. Any oral representations concerning or modifications of this Instrument or the Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed on the date set forth below.

Dated: 7-18-14

GRANTOR:

Michael Awdeesh Toma & Mike Saco

By: _____

Name: Michael Awdeesh Toma

Title: _____

By: _____

Name: Mike Saco

Title: _____

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On 7-18, 2014 before me, Judy Hill, notary public, personally appeared Michael Awdeesh Toma and Mike Saco, 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.

JUDY HILL
Commission # 2041266
Notary Public - California
San Diego County
My Comm. Expires Oct 11, 2017

Judy Hill
Signature of Notary Public

Toma 163-321-24, 27, 28 TAE

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Temporary Access Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
Gary Gallegos (or designee)
Executive Director

Date: 9-8-2014

Toma 163-321-24, 27, 28 TAE

ATTACHMENT "1"

Legal Description of Property
[APN(s): 163-321-24, 27, 28]

[attached behind this page]

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Diego and described as follows:

LOT 32 OF RICHARDSON'S ADDITION TO VISTA, ACCORDING TO MAP THEREOF NO. 1501, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 4, 1912 AND LOTS 93 AND 94 OF VALLECITOS, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1983, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JANUARY 5, 1927.

EXCEPTING THAT PORTION OF LOT 32 LYING SOUTHERLY OF A LINE DRAWN PARALLEL WITH AND 80.00 FEET SOUTHERLY FROM THE NORTHERLY LINE OF LOTS 93 AND 94.

ALSO EXCEPTING THAT PORTION OF LOTS 32 AND 94 LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 94 OF VALLECITO, ACCORDING TO MAP THEREOF NO. 1983, FILED IN THE OFFICE OF THE COUNTY RECORDER OP SAID SAN DIEGO COUNTY; THENCE WESTERLY ALONG THE NORTH LINE THEREOF 157.31 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 41° 52' 57" EAST, 111.27 FEET TO A 753.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE 131.73, FEET; THENCE SOUTH 31° 51' 34" EAST, 51.33 FEET TO A 189.57 FOOT RADIUS CURVE, CONCAVE WESTERLY; THENCE SOUTHERLY ALONG SAID CURVE TO THE WESTERLY LINE OF SAID LOT 32.

EXCEPTING THEREFROM THAT PORTION DEEDED TO THE CITY OF VISTA BY DEED RECORDED DECEMBER 16, 1994 AS FILE NO. 94-0717716 OF OFFICIAL RECORDS AND DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 32 OF RICHARDSON'S ADDITION TO VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1501, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, DECEMBER 4, 1912, AND LOT 93 OF VALLECITO, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1983, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, JANUARY 5, 1927, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 93; THENCE ALONG THE EASTERLY LINE OF SAID LOT 93 AND SAID LOT 32 SOUTH 00° 54' 45" WEST 80.00 FEET TO A PARALLEL LINE WHICH IS 80.00 FEET SOUTHERLY FROM THE NORTHERLY LINE OF SAID LOT 93; THENCE ALONG SAID PARALLEL LINE NORTH 89° 08' 44" WEST 19.22 FEET TO A POINT ON THE ARC OF A NON-TANGENT 1250.00 FOOT RADIUS CURVE, CONCAVE EASTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 85° 24' 07" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 21' 37" A DISTANCE OF 51.49 FEET TO A POINT OF REVERSE CURVE WITH A 25.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 87° 45' 44" EAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86° 54' 28" A DISTANCE OF 37.92 FEET; THENCE NORTH 00° 51' 16" EAST, 5.00 FEET TO THE NORTHERLY LINE OF SAID LOT 93; THENCE ALONG SAID NORTHERLY LINE SOUTH 89° 08' 44" EAST 48.10 FEET TO THE POINT OF BEGINNING.

APN: 163-321-24-00, 163-321-27-00, and 163-321-28-00
(End of Legal Description)

EXHIBIT "A"

Legal Description of Temporary Access Easement Area
[APN(s): 163-321-24, 27, 28]

[attached behind this page]

EXHIBIT "A"
TEMPORARY ACCESS EASEMENT
APN'S 163-321-24, 163-321-27, & 163-321-28

THAT PORTION OF LOT 32 OF RICHARDSON'S ADDITION TO VISTA, ACCORDING TO MAP THEREOF NO. 1501, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 4, 1912, AND LOTS 93 AND 94 OF VALLECITOS, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1983, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JANUARY 5, 1927 INCLUDED WITHIN THAT LAND PER DEED RECORDED MAY 23, 2008 AS DOC. NO. 2008-0281182 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LAND PER SAID DEED; THENCE ALONG THE NORTHERLY LINE THEREOF SOUTH 89°06'27" EAST 21.35 FEET; THENCE LEAVING SAID NORTHERLY LINE SOUTH 42°31'46" EAST 27.54 FEET TO THE **TRUE POINT OF BEGINNING**;

1. THENCE SOUTH 89°06'27" EAST 127.72 FEET TO THE BEGINNING OF A TANGENT 20.00-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY;
2. THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 31.42 FEET TO THE NORTHERLY LINE OF LAND PER SAID DEED;
3. THENCE ALONG SAID NORTHERLY LINE SOUTH 89°06'27" EAST 20.00 FEET TO THE BEGINNING OF A NON-TANGENT 40.00-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 89°06'27" EAST;
4. THENCE LEAVING SAID NORTHERLY LINE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 62.83 FEET;
5. THENCE NORTH 89°06'27" WEST 108.79 FEET;
6. THENCE NORTH 42°31'46" WEST 27.54 FEET TO THE **TRUE POINT OF BEGINNING.**

AREA = 3,308 SQUARE FEET, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6

THIS LEGAL DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

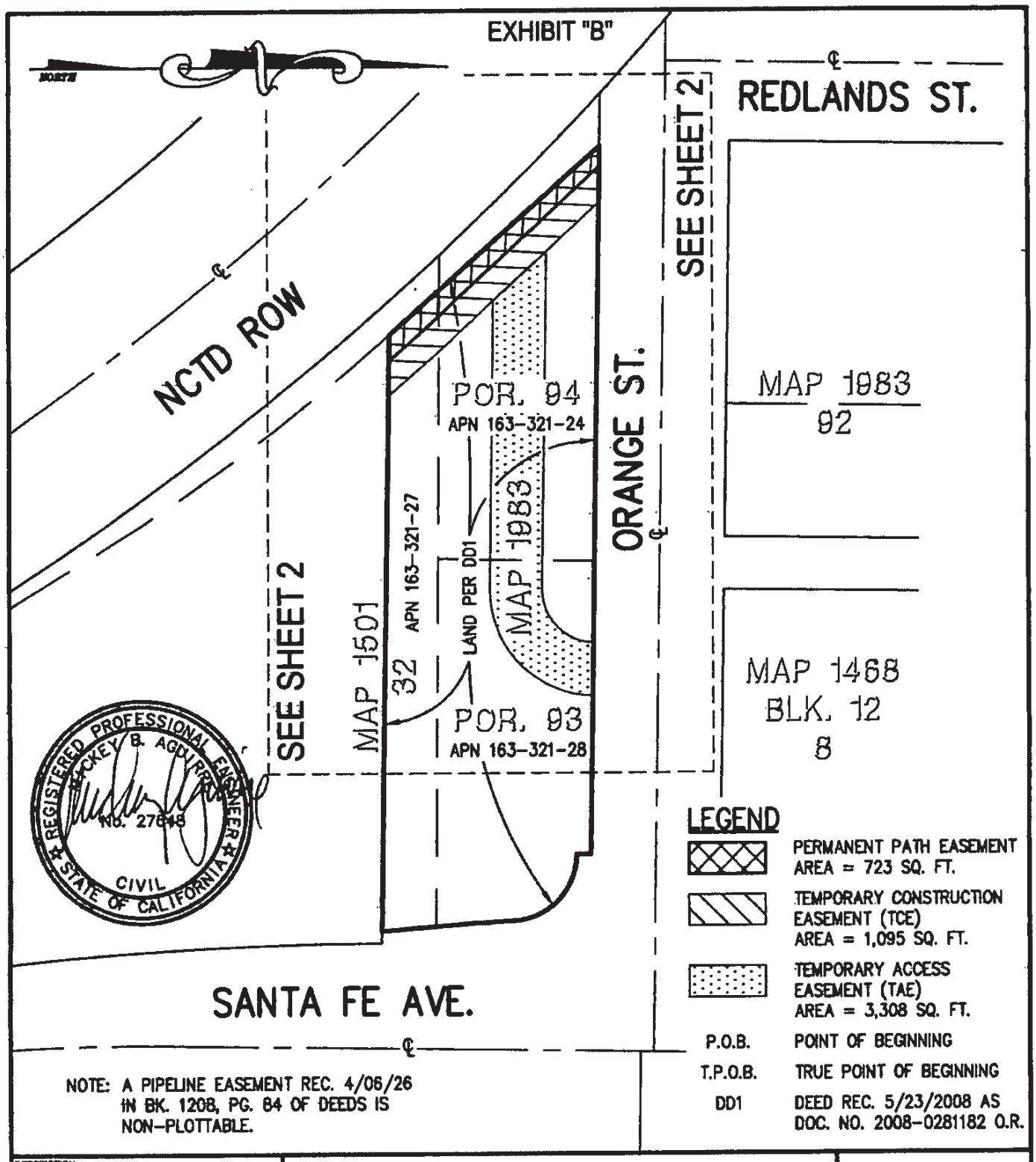
11/22/13
MICKEY B. AGUIRRE RCE 27648



EXHIBIT "B"

Map of Temporary Access Easement Area
[APN(s): 163-321-24, 27, 28]

[attached behind this page]



DESCRIPTION:
POR. LAND DESCRIBED IN
DEED PER DOC. NO.
2008-0281182 O.R.
REC. 5/23/08

OWNER:
MICHAEL A. TOMA

ADDRESS:
352 N. SANTA FE AVENUE

INLAND RAIL TRAIL

AGUIRRE & ASSOCIATES
8265 COMMERCIAL ST., SUITE 1, LA MESA, CA 91942
PH: (619)464-6978 FAX: (619)464-7203
SURVEYING · MAPPING · RIGHT-OF-WAY ENGINEERING

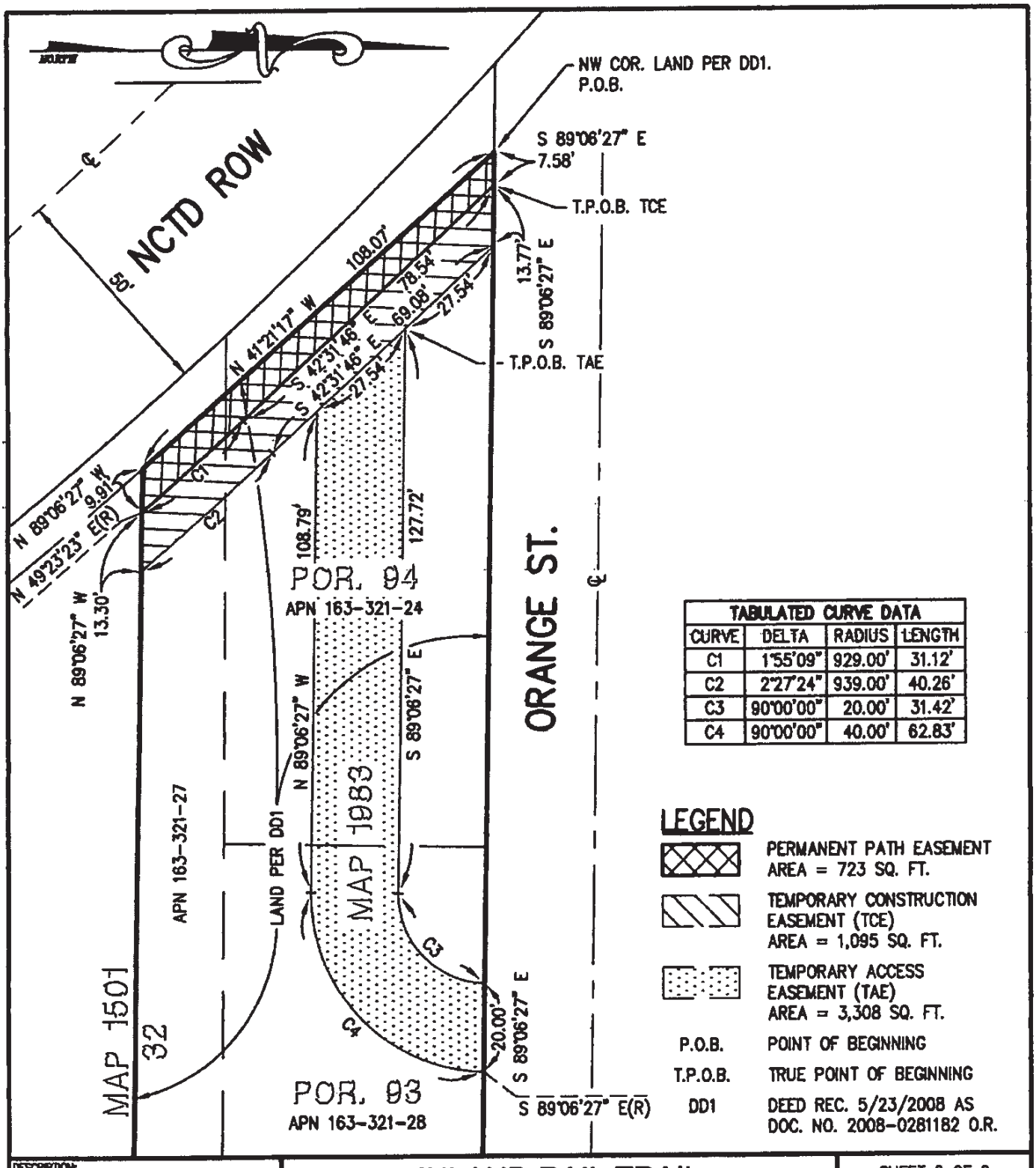
SHEET 1 OF 2

SCALE: 1" = 50'

DRAFTED: KA

CHECKED: MA

DATE PREPARED: 10-30-2013



TABULATED CURVE DATA			
CURVE	DELTA	RADIUS	LENGTH
C1	1°55'09"	929.00'	31.12'
C2	2°27'24"	939.00'	40.26'
C3	90°00'00"	20.00'	31.42'
C4	90°00'00"	40.00'	62.83'

LEGEND

	PERMANENT PATH EASEMENT AREA = 723 SQ. FT.
	TEMPORARY CONSTRUCTION EASEMENT (TCE) AREA = 1,095 SQ. FT.
	TEMPORARY ACCESS EASEMENT (TAE) AREA = 3,308 SQ. FT.
P.O.B.	POINT OF BEGINNING
T.P.O.B.	TRUE POINT OF BEGINNING
DD1	DEED REC. 5/23/2008 AS DOC. NO. 2008-0281182 O.R.

DESCRIPTION:
POR. LAND DESCRIBED IN DEED PER DOC. NO. 2008-0281182 O.R. REC. 5/23/08

OWNER:
MICHAEL A. TOMA

ADDRESS:
352 N. SANTA FE AVENUE

INLAND RAIL TRAIL

AGUIRRE & ASSOCIATES
8265 COMMERCIAL ST., SUITE 1, LA MESA, CA 91942
PH: (619)464-6978 FAX: (619)464-7203
SURVEYING · MAPPING · RIGHT-OF-WAY ENGINEERING

SHEET 2 OF 2

SCALE: 1" = 30'

DRAFTED: KA

CHECKED: MA

DATE PREPARED: 10-30-2013

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

recorded Requested
Stewart

DOC # 2014-0485248

NOV 06, 2014 2:27 PM
OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
Ernest J. Dronenburg, Jr., COUNTY RECORDER
FEES: 0.00
OC: NA

PAGES: 12

~~RECORDING REQUESTED BY:~~
Chicago Title Insurance Company
1406 S. Santa Fe Avenue
Vista, CA 92084
Escrow and Order No. 73714008192/01180-59023

WHEN RECORDED MAIL TO:
San Diego Association of Governments
Attn: Emilio Rodriguez, Senior Engineer
401 B Street, Suite 800
San Diego, California 92101
7034-01180-59023

fee 12p NF OCNA

Portions APN(s.): 163-321-24, 27, 28

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

Ca

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

This Grant of Temporary Construction Easement (hereinafter referred to as this "**Instrument**") is made and entered into by the undersigned Michael Awdeesh Toma and Mike Saco (hereinafter referred to as "**Grantor**"), with reference and respect to that certain Agreement of Purchase and Sale and Joint Escrow Instructions] as further described and referenced in the second to last paragraph of this Instrument (hereinafter referred to as the "**Agreement**"). Grantor represents and warrants that it is the owner in fee simple of certain real property located in the City of Vista, County of San Diego, State of California, more fully described in ATTACHMENT "1" attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** (hereinafter referred to as "**Grantee**"), and its successors and assigns, a temporary and exclusive construction easement and right of way ("Temporary Construction Easement"), over, above, on, under, in, across, along and through that certain portion of the Property more fully described and depicted or illustrated in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Temporary Construction Easement Area**"), for the purpose of all necessary and convenient activities associated with the Inland Rail Trails Project (hereinafter referred to as the "**Project**"), as further described in the Agreement, including, without limitation, construction and/or operation of the Project.

The Temporary Construction Easement shall, unless extended, expire on the date ("**Expiration Date**") that is twelve (12) months from and after the anticipated commencement of construction within the Temporary Construction Easement Area as established in a notice given to Grantor by or on behalf of Grantee pursuant to the Agreement. The Grantee shall have an option to extend the Temporary Construction Easement on a month-to-month basis (and/or as otherwise provided in the Agreement) until construction of the Project is completed. Upon occurrence of the completion of the Project, the then-owners of record of the Property shall have the right to request and, thereafter, receive from Grantee a duly executed and acknowledged instrument in writing whereby Grantee quitclaims or otherwise releases its interest in the Temporary Construction Easement, but not the other terms and provisions of this Instrument, to

*a married man as his sole and separate property as to an undivided 50% interest

Toma 163-321-24, 27, 28 TCE

**an unmarried man, as to an undivided 50% interest

the said then-owner of record of the Property, and may cause same to be recorded in Official Records of San Diego County, California.

Grantor covenants, by and for itself, its heirs, successors and assigns, including, without limitation, any voluntary and involuntary successor(s)-in-interest to the Property or any part thereof, that Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee's sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the Temporary Construction Easement Area or which may interfere with the use of the Temporary Construction Easement Area; and Grantor shall not permit the erection, placement, or maintenance of any improvement, or undertaking of any other activity, which may interfere with the use of the Temporary Construction Easement Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the Temporary Construction Easement Area.

The Temporary Construction Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontractors and workmen to (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement, (ii) use, control and occupy the Temporary Construction Easement Area, (iii) use and temporarily place and operate tools, equipment, machinery, and materials on the Temporary Construction Easement Area, and (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora, including, without limitation, the roots thereof, located within the Temporary Construction Easement Area.

As the Temporary Construction Easement is exclusive, Grantor acknowledges and agrees that, until after the Expiration Date, Grantee has no or retains no right to use the surface or any other part of the Temporary Construction Easement Area for any purpose. Further, prior to the expiration or termination of the Temporary Construction Easement, Grantor shall not grant or dedicate any easement, right or other interest in, to, on, under or over the Temporary Construction Easement Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee's sole and unfettered discretion.

This Instrument, including, without limitation, the grant and other terms and provisions set forth or incorporated by reference herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and under this Instrument and may do so without obtaining the consent of or providing notice to Grantee.

At the expiration of the Temporary Construction Easement, Grantee shall not and shall not be required to restore the Temporary Construction Easement Area to the condition, or as near as practicable to the condition, that existed immediately prior to Grantee's operations; instead Grantee shall put the Temporary Construction Easement Area in a neat and clean condition with the soil compacted to a reasonable degree; provided, however, that Grantee's obligations in this regard shall not apply with respect to reasonable wear and tear or any changed condition or circumstance not resulting from Grantee's operations, including, without limitation, Grantee's negligence or greater fault. Similarly, Grantee shall not be required to restore (to their pre-existing condition) any vegetation, landscaping or improvements for which the Grantor has (and Grantor hereby acknowledges and agrees that Grantor has) been paid. Additionally, it is

understood that, upon said expiration or termination of the Temporary Construction Easement, Grantee shall have no other or further obligation, liability or duty in connection with the Property.

The covenants contained in this Instrument shall run with the land.

This Instrument arises from the Agreement as entered into by Grantor and Grantee on or about July 18, 2014. The terms and provisions of the Agreement are incorporated into this Instrument by this reference as if set forth in this Instrument in full. Appropriately interested parties may inspect a copy of the Agreement at the offices of Grantee.

This Instrument together with the Agreement contains the entire agreement of the parties relating to the subject matter hereof, including, without limitation, the rights herein granted and the obligations herein assumed. Any oral representations concerning or modifications of this Instrument or the Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed on the date set forth below.

Dated: 7-18-14

GRANTOR:

Michael Awdeesh Toma and Mike Saco

By: _____

Name Michael Awdeesh Toma

Title: _____

By: _____

Name: Mike Saco

Title: _____

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On 7-18, 201_ before me, Judy Hill, notary public, personally appeared Michael Audeesh Toma and Mike Saco 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.

JUDY HILL
Commission # 2041266
Notary Public - California
San Diego County
My Comm. Expires Oct 11, 2017

Judy Hill
Signature of Notary Public

Toma 163-321-24, 27, 28 TCE

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Temporary Construction Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
Gary Gallegos (or designee)
Executive Director

Date: 9-8-2014

Toma 163-321-24, 27, 28 TCE

ATTACHMENT "1"

Legal Description of Property
[APN(s): 163-321-24, 27, 28]

[attached behind this page]

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Diego and described as follows:

LOT 32 OF RICHARDSON'S ADDITION TO VISTA, ACCORDING TO MAP THEREOF NO. 1501, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 4, 1912 AND LOTS 93 AND 94 OF VALLECITOS, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1983, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JANUARY 5, 1927.

EXCEPTING THAT PORTION OF LOT 32 LYING SOUTHERLY OF A LINE DRAWN PARALLEL WITH AND 80.00 FEET SOUTHERLY FROM THE NORTHERLY LINE OF LOTS 93 AND 94.

ALSO EXCEPTING THAT PORTION OF LOTS 32 AND 94 LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 94 OF VALLECITO, ACCORDING TO MAP THEREOF NO. 1983, FILED IN THE OFFICE OF THE COUNTY RECORDER OP SAID SAN DIEGO COUNTY; THENCE WESTERLY ALONG THE NORTH LINE THEREOF 157.31 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 41° 52' 57" EAST, 111.27 FEET TO A 753.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE 131.73, FEET; THENCE SOUTH 31° 51' 34" EAST, 51.33 FEET TO A 189.57 FOOT RADIUS CURVE, CONCAVE WESTERLY; THENCE SOUTHERLY ALONG SAID CURVE TO THE WESTERLY LINE OF SAID LOT 32.

EXCEPTING THEREFROM THAT PORTION DEEDED TO THE CITY OF VISTA BY DEED RECORDED DECEMBER 16, 1994 AS FILE NO. 94-0717716 OF OFFICIAL RECORDS AND DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 32 OF RICHARDSON'S ADDITION TO VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1501, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, DECEMBER 4, 1912, AND LOT 93 OF VALLECITO, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1983, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, JANUARY 5, 1927, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 93; THENCE ALONG THE EASTERLY LINE OF SAID LOT 93 AND SAID LOT 32 SOUTH 00° 54' 45" WEST 80.00 FEET TO A PARALLEL LINE WHICH IS 80.00 FEET SOUTHERLY FROM THE NORTHERLY LINE OF SAID LOT 93; THENCE ALONG SAID PARALLEL LINE NORTH 89° 08' 44" WEST 19.22 FEET TO A POINT ON THE ARC OF A NON-TANGENT 1250.00 FOOT RADIUS CURVE, CONCAVE EASTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 85° 24' 07" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 21' 37" A DISTANCE OF 51.49 FEET TO A POINT OF REVERSE CURVE WITH A 25.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 87° 45' 44" EAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86° 54' 28" A DISTANCE OF 37.92 FEET; THENCE NORTH 00° 51' 16" EAST, 5.00 FEET TO THE NORTHERLY LINE OF SAID LOT 93; THENCE ALONG SAID NORTHERLY LINE SOUTH 89° 08' 44" EAST 48.10 FEET TO THE POINT OF BEGINNING.

APN: 163-321-24-00, 163-321-27-00, and 163-321-28-00
(End of Legal Description)

EXHIBIT "A"

Legal Description of Temporary Construction Easement Area
[APN(s): 163-321-24, 27, 28]

[attached behind this page]

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
APN'S 163-321-24, 163-321-27, & 163-321-28

THAT PORTION OF LOT 32 OF RICHARDSON'S ADDITION TO VISTA, ACCORDING TO MAP THEREOF NO. 1501, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 4, 1912, AND LOTS 93 AND 94 OF VALLECITOS, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1983, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JANUARY 5, 1927 INCLUDED WITHIN THAT LAND PER DEED RECORDED MAY 23, 2008 AS DOC. NO. 2008-0281182 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LAND PER SAID DEED; THENCE ALONG THE NORTHERLY LINE THEREOF SOUTH 89°06'27" EAST 7.58 FEET TO THE **TRUE POINT OF BEGINNING**;

1. THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 89°06'27" EAST 13.77 FEET;
2. THENCE LEAVING SAID NORTHERLY LINE SOUTH 42°31'46" EAST 69.08 FEET TO THE BEGINNING OF A TANGENT 939.00-FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY;
3. THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°27'24" A DISTANCE OF 40.26 FEET TO THE SOUTHERLY LINE OF LAND PER SAID DEED;
4. THENCE ALONG SAID SOUTHERLY LINE NORTH 89°06'27" WEST 13.30 FEET TO THE BEGINNING OF A NON-TANGENT 929.00-FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 49°23'23" EAST;
5. THENCE LEAVING SAID SOUTHERLY LINE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°55'09" A DISTANCE OF 31.12 FEET;
6. THENCE NORTH 42°31'46" WEST 78.54 FEET TO THE **TRUE POINT OF BEGINNING.**

AREA = 1,095 SQUARE FEET, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6

THIS LEGAL DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

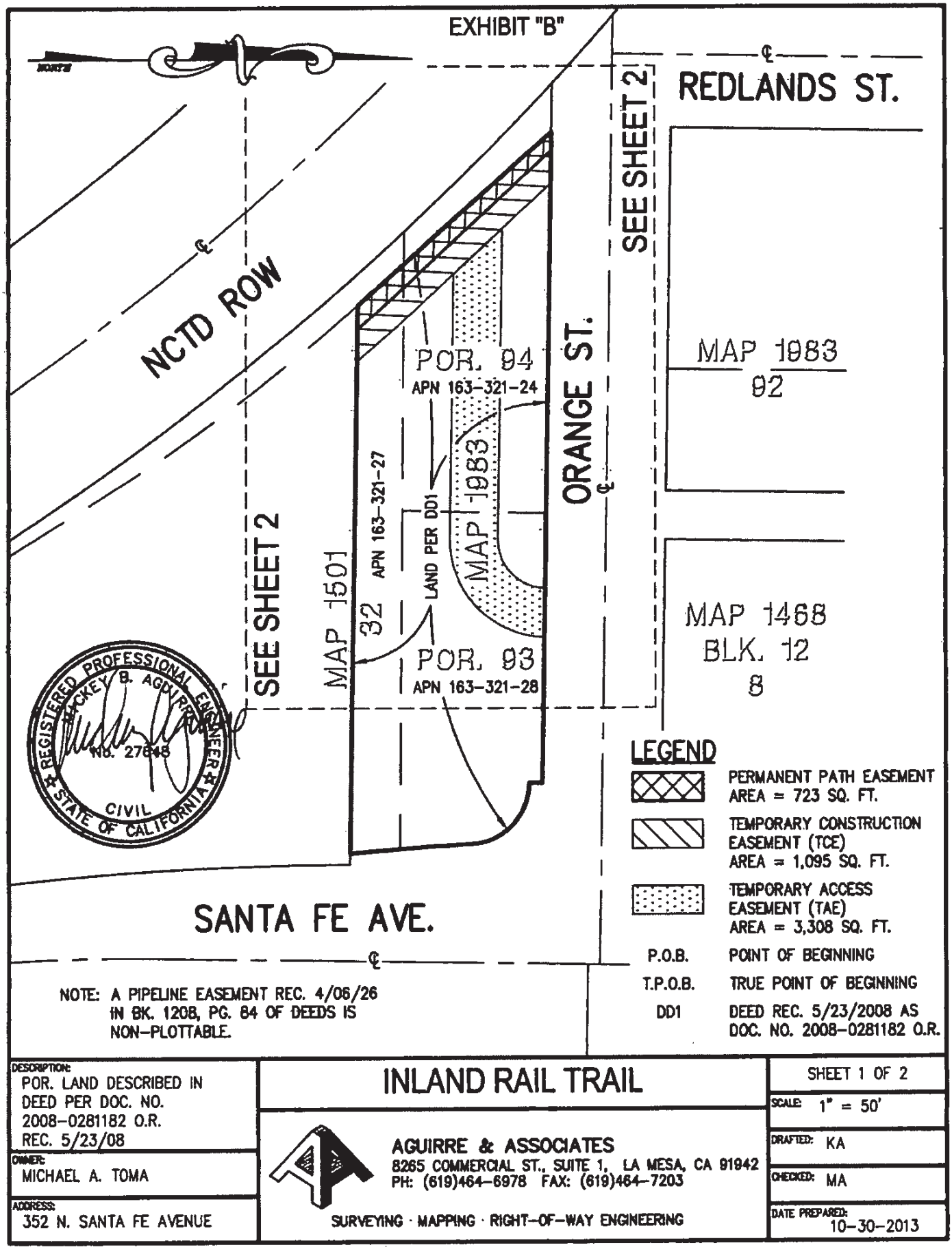
11/22/13
MICKEY B. AGUIRRE RCE 27648



EXHIBIT "B"

Map of Temporary Construction Easement Area
[APN(s): 163-321-24, 27, 28]

[attached behind this page]



DESCRIPTION:
POR. LAND DESCRIBED IN DEED PER DOC. NO. 2008-0281182 O.R. REC. 5/23/08

OWNER:
MICHAEL A. TOMA

ADDRESS:
352 N. SANTA FE AVENUE

INLAND RAIL TRAIL

AGUIRRE & ASSOCIATES
8265 COMMERCIAL ST., SUITE 1, LA MESA, CA 91942
PH: (619)464-6978 FAX: (619)464-7203
SURVEYING · MAPPING · RIGHT-OF-WAY ENGINEERING

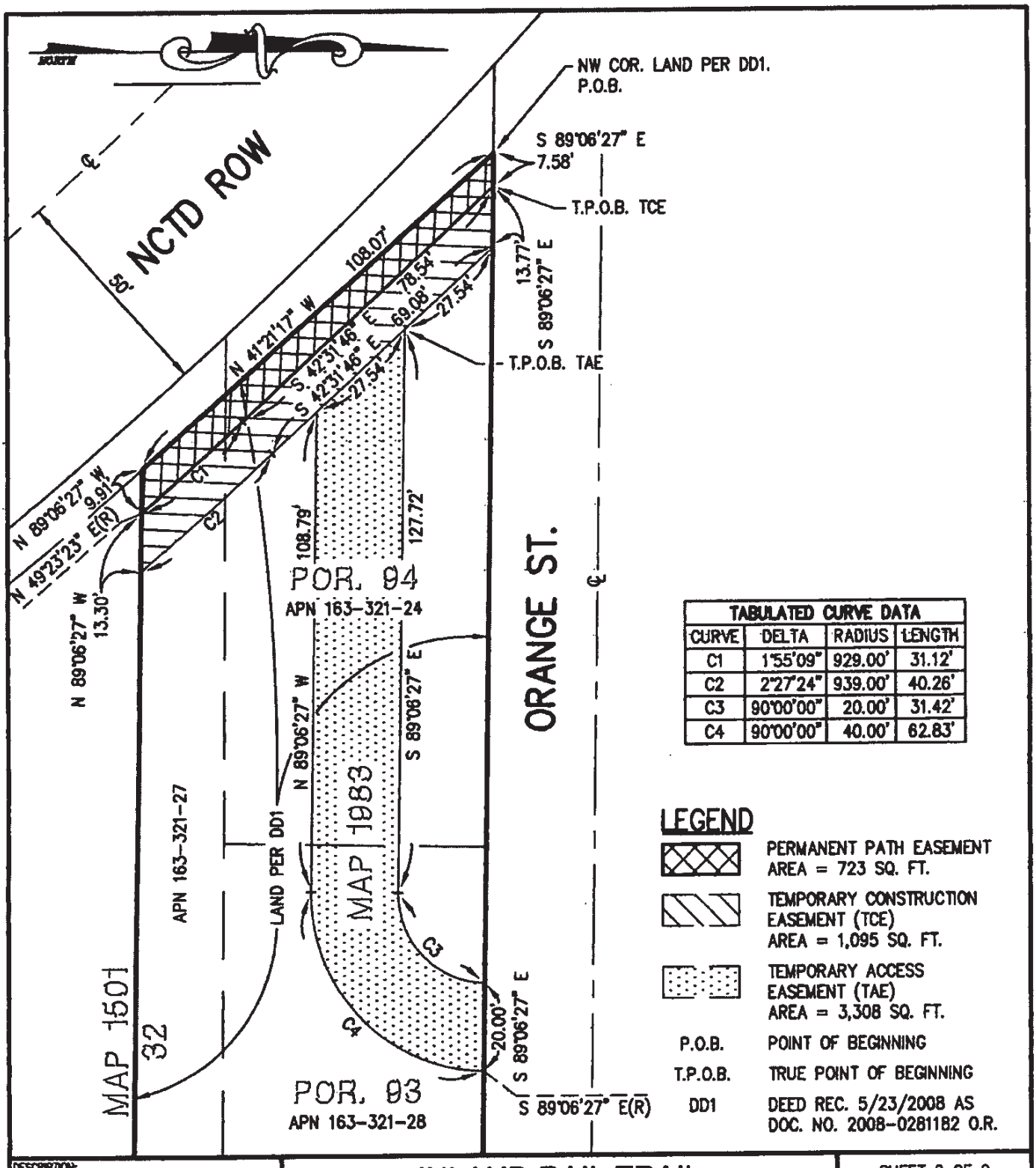
SHEET 1 OF 2

SCALE: 1" = 50'

DRAFTED: KA

CHECKED: MA

DATE PREPARED: 10-30-2013



TABULATED CURVE DATA			
CURVE	DELTA	RADIUS	LENGTH
C1	1°55'09"	929.00'	31.12'
C2	2°27'24"	939.00'	40.26'
C3	90°00'00"	20.00'	31.42'
C4	90°00'00"	40.00'	62.83'

LEGEND

	PERMANENT PATH EASEMENT AREA = 723 SQ. FT.
	TEMPORARY CONSTRUCTION EASEMENT (TCE) AREA = 1,095 SQ. FT.
	TEMPORARY ACCESS EASEMENT (TAE) AREA = 3,308 SQ. FT.
P.O.B.	POINT OF BEGINNING
T.P.O.B.	TRUE POINT OF BEGINNING
DD1	DEED REC. 5/23/2008 AS DOC. NO. 2008-0281182 O.R.

DESCRIPTION:
POR. LAND DESCRIBED IN DEED PER DOC. NO. 2008-0281182 O.R. REC. 5/23/08

OWNER:
MICHAEL A. TOMA

ADDRESS:
352 N. SANTA FE AVENUE

INLAND RAIL TRAIL

AGUIRRE & ASSOCIATES
8265 COMMERCIAL ST., SUITE 1, LA MESA, CA 91942
PH: (619)464-6978 FAX: (619)464-7203
SURVEYING · MAPPING · RIGHT-OF-WAY ENGINEERING

SHEET 2 OF 2
SCALE: 1" = 30'
DRAFTED: KA
CHECKED: MA
DATE PREPARED: 10-30-2013

EXHIBIT 8

GRANT OF EASEMENT FOR PUBLIC BIKEWAY, BIKE PATH AND/OR BIKE TRAIL PURPOSES

5003207

RECORDING REQUESTED BY:
Chicago Title Insurance Company
1406 S. Santa Fe Avenue
Vista, CA 92084
Escrow No. CSD-828-73714005025

WHEN RECORDED MAIL TO:
SANDAG
Attn: Emilio Rodriguez, Project Manager
401 B Street, Ste. 800
San Diego, California 92101-4231

Portions APN(s.): 163-155-19

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

EASEMENT DEED

Grant of Easement for Public Bikeway, Bike Path and/or Bike Trail Purposes

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Santa Fe Walk Corporation ("**Grantor**"), Grantor does hereby GRANT and CONVEY to the San Diego Association of Governments ("**Grantee**"), and its successors and assigns, an exclusive easement for public bikeway, bike path and/or bike trail purposes, including without limitation bikeway, bike path and/or bike trail right of way, and appurtenances and uses associated therewith, as well as incidentals thereto, over, above, on, under, in, across, along and through that certain portion of Grantor's real property located in the City of Vista,] County of San Diego, State of California, more particularly described in the legal description attached hereto as Exhibit "A" and depicted or illustrated on the map attached hereto as Exhibit "B"; both of such attachments / exhibits are incorporated herein by this reference.

The easement rights granted herein, and the rights of Grantee hereunder and pursuant hereto, shall include the right to use of the easement and/or the easement area or any part(s) of it for public bikeway, bike path, sidewalk, walkway, path and/or trail and bicycle and similar vehicle as well as pedestrian use, access, ingress and egress purposes, including without limitation the installation and maintenance of a public bikeway, bike path, sidewalk, walkway, path and/or trail, together with any and all appurtenances pertaining thereto, over, above, on, under, in, across, along and through the real property.

The appurtenances and uses associated with the easement granted herein and the incidentals to such easement include, without limitation, the following: retaining walls, drainage, ditches and public utilities as well as general utility purposes for any and all utility service facilities, including, but not limited to, poles, pipes, drains, ditches, wires, cables, lines, pipelines and conduits for electrical, telephone, television, telecommunication, gas, storm, storm water, sanitary, sewer, water, drainage and other utility services, and all appurtenances and uses pertaining thereto and/or associated therewith, together with the right to trim and remove trees and other vegetation, over, above, on, under, in, across, along and through the real property.

Therefore, the easement rights granted herein, and the rights of Grantee hereunder and pursuant hereto, shall also include the following: the right of ingress and egress, from and to the easement and the easement area described in this instrument, across the lands of Grantor for

all purposes convenient or useful in connection with or incidental to the use or the exercise of the rights granted in this instrument at locations that will not unreasonably interfere with Grantor's reasonable use of the remainder of Grantor's property; the right to construct, reconstruct, repair, replace, operate and maintain said facilities, including without limitation construction, installation, operation, maintenance, repair, replacement, removal and/or enlargement of a retaining wall or walls, a ditch or ditches and/or a drain or drains, including without limitation a water, storm water and/or waste water drain(s), drainage and other ditch(es), channel(s), pipe(s), pipeline(s), basin(s) and/or catch basin(s), together with any and all appurtenances pertaining thereto, and the right to enter upon, pass and re-pass over, along and beside said easement and the easement area; and the right to deposit tools, implements and materials thereon by said Grantee, its officers, agents, representatives, employees, successors and assigns, and by any consultant, contractor, subcontractor, supplier and its or their officers, agents, representatives and employees engaged by, through or under Grantee, its successors and assigns, whenever and wherever necessary for the purposes set forth in this instrument.]

The term Grantor as used in this instrument shall mean and include, and this conveyance is binding upon, the Grantor named herein as well as such Grantor's heirs, assigns and/or successors-in-interest.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated: 3/25/2014

GRANTOR: Santa Fe Walk Corporation

By: _____

Printed: Jaime Kahoahanohano

Title: HOA President

By: _____

Printed: PATRICK M. HICKMAN

Title: HOA VICE PRESIDENT

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

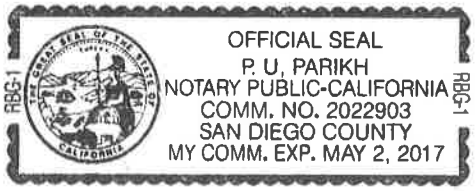
STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On March 25, 2014 before me, P. U. Parikh, notary public, personally appeared Jaime K. Kahookanokano, 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 of Notary Public



NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On March 25th, 2014 before me, P. U. Parikh – , notary public, personally appeared Patrick M. Hickman ——————————, 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 of Notary Public

OFFICIAL SEAL
P. U. PARIKH
NOTARY PUBLIC-CALIFORNIA
COMM. NO. 2022903
SAN DIEGO COUNTY
MY COMM. EXP. MAY 2, 2017

RBG-1 RBG-1

5003207

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Permanent Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
Gary Gallegos (or designee)
Executive Director

Date: 11-16-2016

EXHIBIT "A" TO
EASEMENT DEED

Legal Description of Easement
[APN(s): 163-155-19]

[attached behind this page]

EXHIBIT "A"
PERMANENT PATH EASEMENT
APN 163-155-19

THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 20032, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, ON JUNE 29, 2006, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 1; THENCE ALONG THE SOUTHERLY LINE THEREOF NORTH 89°06'27" WEST 15.66 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 1 AND THE BEGINNING OF A NON-TANGENT 1196.21-FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 41°32'17" EAST; THENCE ALONG SAID SOUTHWESTERLY LINE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°52'28" A DISTANCE OF 39.13 FEET TO THE **TRUE POINT OF BEGINNING**, A RADIAL LINE TO SAID POINT BEARS NORTH 39°39'49" EAST;

1. THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°40'26" A DISTANCE OF 34.95 FEET;
2. THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 88°40'38" EAST 43.39 FEET TO THE WESTERLY LINE OF REDLANDS STREET AS SHOWN ON SAID PARCEL MAP 20032;
3. THENCE ALONG SAID WESTERLY LINE SOUTH 00°55'41" WEST 23.16 FEET
4. THENCE NORTH 89°06'27" WEST 15.78 FEET TO THE **TRUE POINT OF BEGINNING.**

AREA = 669 SQUARE FEET, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6

THIS LEGAL DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

11/21/13
MICKEY B. AGUIRRE RCE 27648

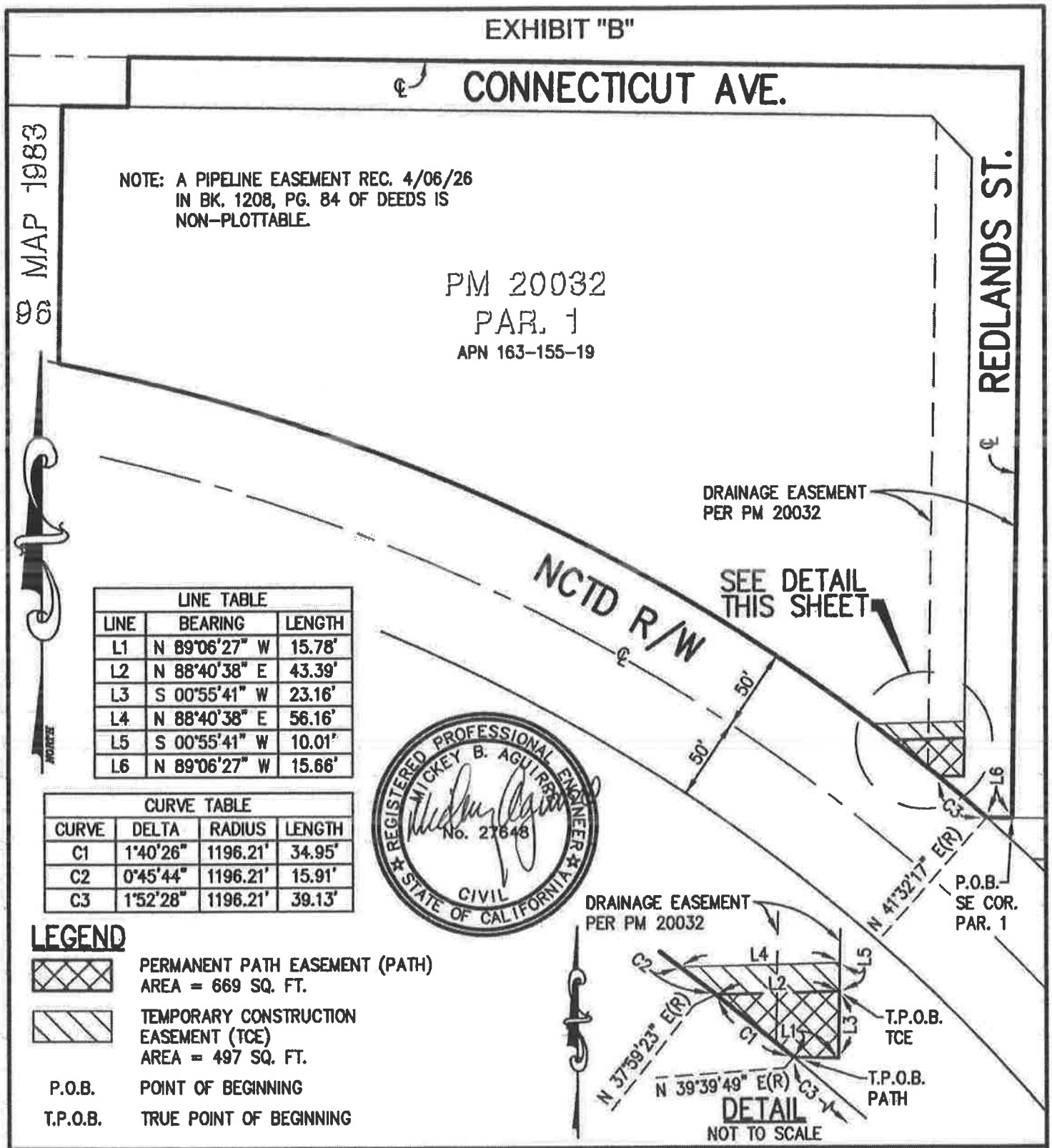


EXHIBIT "B" TO
EASEMENT DEED

Map of Real Property
[APN(s): 163-155-19]

[attached behind this page]

EXHIBIT "B"



LINE TABLE		
LINE	BEARING	LENGTH
L1	N 89°06'27" W	15.78'
L2	N 88°40'38" E	43.39'
L3	S 00°55'41" W	23.16'
L4	N 88°40'38" E	56.16'
L5	S 00°55'41" W	10.01'
L6	N 89°06'27" W	15.66'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	1°40'26"	1196.21'	34.95'
C2	0°45'44"	1196.21'	15.91'
C3	1°52'28"	1196.21'	39.13'

LEGEND

PERMANENT PATH EASEMENT (PATH)
AREA = 669 SQ. FT.

TEMPORARY CONSTRUCTION EASEMENT (TCE)
AREA = 497 SQ. FT.

P.O.B. POINT OF BEGINNING

T.P.O.B. TRUE POINT OF BEGINNING

DESCRIPTION:
A PORTION OF PARCEL 1 OF PARCEL MAP 20032

OWNER:
SANTA FE WALK HOA

ADDRESS:
CONNECTICUT AVE.

INLAND RAIL TRAIL

AGUIRRE & ASSOCIATES
8265 COMMERCIAL ST., SUITE 1, LA MESA, CA 91942
PH: (619)464-6978 FAX: (619)464-7203
SURVEYING · MAPPING · RIGHT-OF-WAY ENGINEERING

SHEET 1 OF 1

SCALE: 1" = 80'

DRAFTED: KA

CHECKED: MA

DATE PREPARED: 11-21-2013

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

5003207

RECORDING REQUESTED BY:
Chicago Title Insurance Company
1406 S. Santa Fe Avenue
Vista, CA 92084
Escrow and Order No. _____

WHEN RECORDED MAIL TO:
San Diego Association of Governments
Attn: Emilio Rodriguez, Senior Engineer
401 B Street, Suite 800
San Diego, California 92101

Portions APN(s.): 163-155-19

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

This Grant of Temporary Construction Easement (hereinafter referred to as this "**Instrument**") is made and entered into by the undersigned Santa Fe Walk Corporation, a (hereinafter referred to as "**Grantor**"), with reference and respect to that certain Temporary Construction Easement Agreement **[or** Agreement of Purchase and Sale and Joint Escrow Instructions] as further described and referenced in the second to last paragraph of this Instrument (hereinafter referred to as the "**Agreement**"). Grantor represents and warrants that it is the owner in fee simple of certain real property located in the City of Vista, County of San Diego, State of California, more fully described in ATTACHMENT "1" attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** (hereinafter referred to as "**Grantee**"), and its successors and assigns, a temporary and exclusive construction easement and right of way ("Temporary Construction Easement"), over, above, on, under, in, across, along and through that certain portion of the Property more fully described and depicted or illustrated in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Temporary Construction Easement Area**"), for the purpose of all necessary and convenient activities associated with the Inland Rail Trails Project (hereinafter referred to as the "**Project**"), as further described in the Agreement, including, without limitation, construction and/or operation of the Project.

The Temporary Construction Easement shall, unless extended, expire on the date ("**Expiration Date**") that is twelve (12) months from and after the anticipated commencement of construction within the Temporary Construction Easement Area as established in a notice given to Grantor by or on behalf of Grantee pursuant to the Agreement. The Grantee shall have an option to extend the Temporary Construction Easement on a month-to-month basis (and/or as otherwise provided in the Agreement) until construction of the Project is completed. Upon occurrence of the completion of the Project, the then-owners of record of the Property shall have the right to request and, thereafter, receive from Grantee a duly executed and acknowledged instrument in writing whereby Grantee quitclaims or otherwise releases its interest in the Temporary Construction Easement, but not the other terms and provisions of this Instrument, to

the said then-owner of record of the Property, and may cause same to be recorded in Official Records of San Diego County, California.

Grantor covenants, by and for itself, its heirs, successors and assigns, including, without limitation, any voluntary and involuntary successor(s)-in-interest to the Property or any part thereof, that Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee's sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the Temporary Construction Easement Area or which may interfere with the use of the Temporary Construction Easement Area; and Grantor shall not permit the erection, placement, or maintenance of any improvement, or undertaking of any other activity, which may interfere with the use of the Temporary Construction Easement Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the Temporary Construction Easement Area.

The Temporary Construction Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontractors and workmen to (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement, (ii) use, control and occupy the Temporary Construction Easement Area, (iii) use and temporarily place and operate tools, equipment, machinery, and materials on the Temporary Construction Easement Area, and (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora, including, without limitation, the roots thereof, located within the Temporary Construction Easement Area.

As the Temporary Construction Easement is exclusive, Grantor acknowledges and agrees that, until after the Expiration Date, Grantee has no or retains no right to use the surface or any other part of the Temporary Construction Easement Area for any purpose. Further, prior to the expiration or termination of the Temporary Construction Easement, Grantor shall not grant or dedicate any easement, right or other interest in, to, on, under or over the Temporary Construction Easement Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee's sole and unfettered discretion.

This Instrument, including, without limitation, the grant and other terms and provisions set forth or incorporated by reference herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and under this Instrument and may do so without obtaining the consent of or providing notice to Grantee.

At the expiration of the Temporary Construction Easement, Grantee shall not and shall not be required to restore the Temporary Construction Easement Area to the condition, or as near as practicable to the condition, that existed immediately prior to Grantee's operations; instead Grantee shall put the Temporary Construction Easement Area in a neat and clean condition with the soil compacted to a reasonable degree; provided, however, that Grantee's obligations in this regard shall not apply with respect to reasonable wear and tear or any changed condition or circumstance not resulting from Grantee's operations, including, without limitation, Grantee's negligence or greater fault. Similarly, Grantee shall not be required to restore (to their pre-existing condition) any vegetation, landscaping or improvements for which the Grantor has (and Grantor hereby acknowledges and agrees that Grantor has) been paid. Additionally, it is

understood that, upon said expiration or termination of the Temporary Construction Easement, Grantee shall have no other or further obligation, liability or duty in connection with the Property.

The covenants contained in this Instrument shall run with the land.

This Instrument arises from the Agreement as entered into by Grantor and Grantee on or about _____ __, 2014. The terms and provisions of the Agreement are incorporated into this Instrument by this reference as if set forth in this Instrument in full. Appropriately interested parties may inspect a copy of the Agreement at the offices of Grantee.

This Instrument together with the Agreement contains the entire agreement of the parties relating to the subject matter hereof, including, without limitation, the rights herein granted and the obligations herein assumed. Any oral representations concerning or modifications of this Instrument or the Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed on the date set forth below.

Dated: 3/25/2014

GRANTOR:

Santa Fe Walk Corporation,

By: _____

Name: Jaime Kahochanohano

Title: HOA President

By: _____

Name: PATRICK M. HICKMAN

Title: VICE PRESIDENT (HOA)

File0002

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On March 25th, 2014 before me, P. U. Parikh, notary public, personally appeared Jaime K. Kahoohanohano,
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.

P. U. Parikh
Signature of Notary Public

OFFICIAL SEAL
P. U. PARIKH
NOTARY PUBLIC-CALIFORNIA
COMM. NO. 2022903
SAN DIEGO COUNTY
MY COMM. EXP. MAY 2, 2017

RBG-1 RBG-1

File0002

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On March 25th, 2014 before me, P. U. Parikh —, notary public, personally appeared Patrick M. Hickman ——————, 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 of Notary Public

OFFICIAL SEAL
P. U. PARIKH
NOTARY PUBLIC-CALIFORNIA
COMM. NO. 2022903
SAN DIEGO COUNTY
MY COMM. EXP. MAY 2, 2017

RBG-1 RBG-1

File0002

5003207

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Temporary Construction Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
Gary Gallegos (or designee)
Executive Director

Date: 11-16-2016

File0002

ATTACHMENT "1"

Legal Description of Property
[APN 163-155-19]

[attached behind this page]

EXHIBIT A
LEGAL DESCRIPTION

The land referred to herein is situated in the State of CALIFORNIA, County of SAN DIEGO, and described as follows:

A CONDOMINIUM (THE "CONDOMINIUM") COMPOSED OF THE FOLLOWING:

PARCEL 1 (LIVING UNIT):

LIVING UNIT 1, AS SHOWN UPON SANTA FE WALK CONDOMINIUM PLAN RECORDED AUGUST 28, 2006 AS DOCUMENT NO. 2006-0612230, OFFICIAL RECORDS OF SAN DIEGO COUNTY, CALIFORNIA (THE "CONDOMINIUM PLAN") BEING PORTIONS OF PARCEL 1 OF PARCEL MAP NO. 20032, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CALIFORNIA, ON JUNE 29, 2006.

PARCEL 2 (COMMON AREA):

AN APPURTENANT UNDIVIDED INTEREST IN THE COMMON AREA OF THE PHASE IN WHICH THE LIVING UNIT DESCRIBED IN PARCEL 1 ABOVE IS LOCATED, AS DESCRIBED IN THE CONDOMINIUM PLAN. THE UNDIVIDED INTEREST IS EQUAL TO THE RECIPROCAL OF THE NUMBER OF LIVING UNITS IN THE PHASE IN WHICH THE LIVING UNIT DESCRIBED IN
PARCEL 1 ABOVE IS LOCATED.

PARCEL 3 (EASEMENT OVER ASSOCIATION PROPERTY):

NON-EXCLUSIVE APPURTENANT EASEMENTS IN AND TO THE ASSOCIATION PROPERTY NOW OR HEREAFTER OWNED BY SANTA FE WALK CORPORATION, A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION ("ASSOCIATION"). "ASSOCIATION PROPERTY" IS DEFINED AS THE CONDOMINIUM PLAN AND IN THE DECLARATION OF RESTRICTIONS FOR SANTA FE WALK RECORDED AUGUST 28, 2006, AS INSTRUMENT NUMBER 2006-0612231 OF OFFICIAL RECORDS OF SAID COUNTY.

RESERVING THEREFROM THE EXCLUSIVE RIGHT TO POSSESSION AND USE OF ANY EXCLUSIVE USE AREA SHOWN ON THE CONDOMINIUM PLAN.

PARCEL 4 (ACCESS OVER DRIVES):

A NON-EXCLUSIVE APPURTENANT EASEMENT FOR INGRESS AND EGRESS OVER, THE "DRIVES" WITHIN PARCEL 1 OF PARCEL MAP NO 20032 PURSUANT AND SUBJECT TO THE TERMS AND PROVISIONS OF THE CERTAIN DEED AND DECLARATION ESTABLISHING ACCESS EASEMENT RIGHTS DESCRIBED IN THE CONDOMINIUM GRANT DEED.

PARCEL 5 (EXCLUSIVE USE AREAS):

THE EXCLUSIVE RIGHT OF USE ANY EXCLUSIVE USE AREA SHOWN ON THE CONDOMINIUM PLAN AS BEING APPURTENANT TO THE LIVING UNIT DESCRIBED IN PARCEL 1 ABOVE.

Assessor's Parcel Number: **163-155-19-01**

EXHIBIT "A"

Legal Description of Temporary Construction Easement Area
[APN 163-155-19]

[attached behind this page]

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
APN 163-155-19

THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 20032, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFCIE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, ON JUNE 29, 2006, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 1; THENCE ALONG THE SOUTHERLY LINE THEREOF NORTH 89°06'27" WEST 15.66 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 1 AND THE BEGINNING OF A NON-TANGENT 1196.21-FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 41°32'17" EAST; THENCE ALONG SAID SOUTHWESTERLY LINE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°52'28" A DISTANCE OF 39.13 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 89°06'27" EAST 15.78 FEET TO THE WESTERLY LINE OF REDLANDS STREET AS SHOWN ON SAID PARCEL MAP 20032; THENCE ALONG SAID WESTERLY LINE NORTH 00°55'41" EAST 23.16 FEET TO THE **TRUE POINT OF BEGINNING**;

1. THENCE LEAVING SAID WESTERLY LINE SOUTH 88°40'38" WEST 43.39 FEET TO SAID SOUTHWESTERLY LINE AND THE BEGINNING OF A NON-TANGENT 1196.21-FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 37°59'23" EAST;
2. THENCE ALONG SAID SOUTHWESTERLY LINE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°45'44" A DISTANCE OF 15.91 FEET;
3. THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 88°40'38" EAST 56.16 FEET TO SAID WESTERLY LINE OF REDLANDS STREET;
4. THENCE ALONG SAID WESTERLY LINE SOUTH 00°55'41" WEST 10.01 FEET TO THE **TRUE POINT OF BEGINNING.**

AREA = 497 SQUARE FEET, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6

THIS LEGAL DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

11/21/13
MICKEY B. AGUIRRE RCE 27648

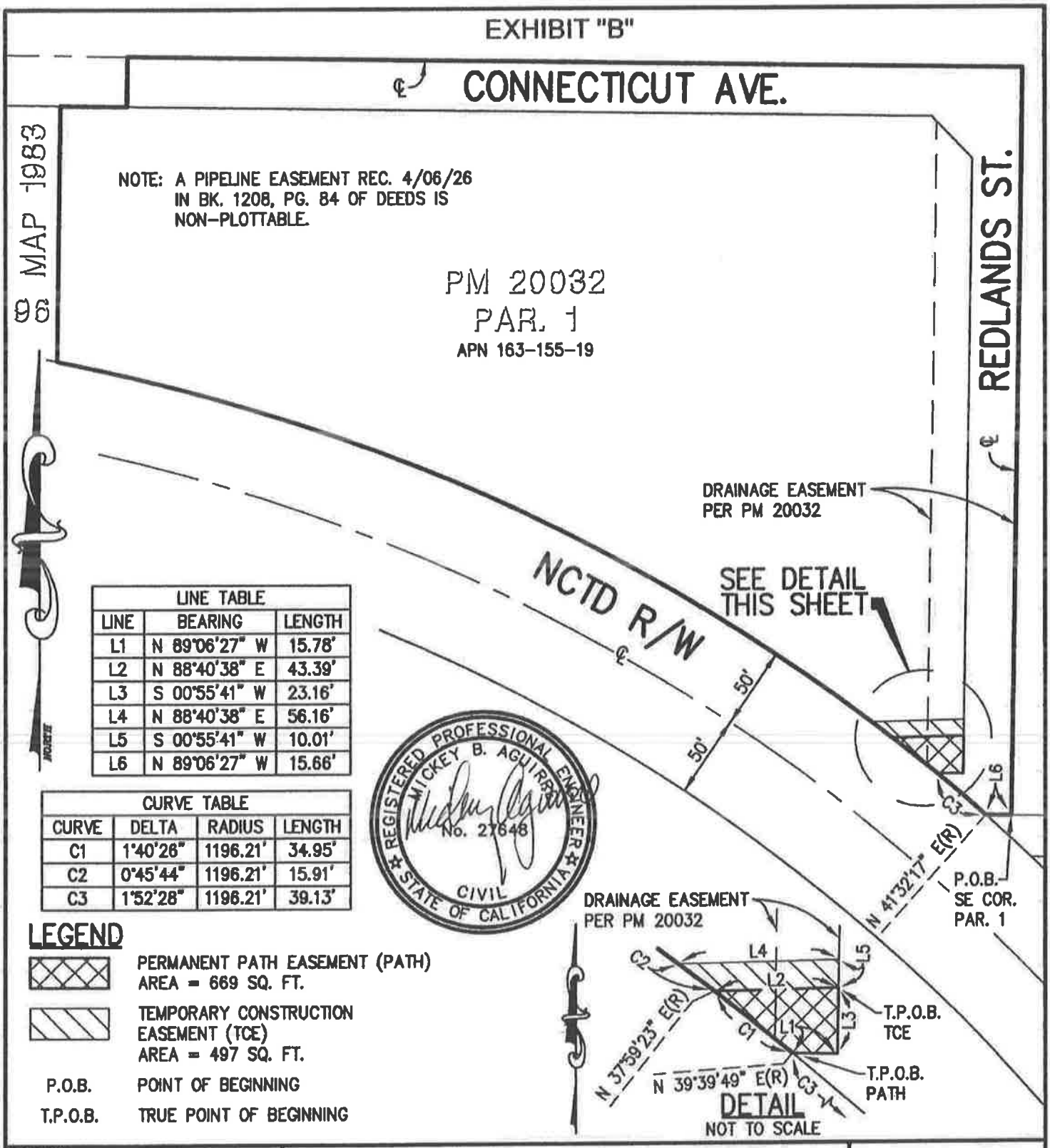


EXHIBIT "B"

Map of Temporary Construction Easement Area
[APN 163-155-19]

[attached behind this page]

EXHIBIT "B"



LINE TABLE		
LINE	BEARING	LENGTH
L1	N 89°06'27" W	15.78'
L2	N 88°40'38" E	43.39'
L3	S 00°55'41" W	23.16'
L4	N 88°40'38" E	56.16'
L5	S 00°55'41" W	10.01'
L6	N 89°06'27" W	15.66'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	1°40'26"	1196.21'	34.95'
C2	0°45'44"	1196.21'	15.91'
C3	1°52'28"	1196.21'	39.13'

LEGEND

PERMANENT PATH EASEMENT (PATH)
AREA = 669 SQ. FT.

TEMPORARY CONSTRUCTION EASEMENT (TCE)
AREA = 497 SQ. FT.

P.O.B. POINT OF BEGINNING

T.P.O.B. TRUE POINT OF BEGINNING

DESCRIPTION:
A PORTION OF PARCEL 1 OF PARCEL MAP 20032

OWNER:
SANTA FE WALK HOA

ADDRESS:
CONNECTICUT AVE.

INLAND RAIL TRAIL

AGUIRRE & ASSOCIATES
8265 COMMERCIAL ST., SUITE 1, LA MESA, CA 91942
PH: (619)464-6978 FAX: (619)464-7203
SURVEYING · MAPPING · RIGHT-OF-WAY ENGINEERING

SHEET 1 OF 1

SCALE: 1" = 80'

DRAFTED: KA

CHECKED: MA

DATE PREPARED: 11-21-2013

EXHIBIT 9

GRANT OF EASEMENT FOR PUBLIC BIKEWAY, BIKE PATH AND/OR BIKE TRAIL PURPOSES

5003208

RECORDING REQUESTED BY:

Chicago Title Insurance Company
1406 S. Santa Fe Avenue
Vista, CA 92084
Escrow and Order No. _____

WHEN RECORDED MAIL TO:

SANDAG
Attn: Emilio Rodriguez, Project Manager
401 B Street, Ste. 800
San Diego, California 92101-4231

Portions APN(s.): 163-420-16

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922
DOCUMENTARY TRANSFER TAX $ 0.00

EASEMENT DEED

Grant of Easement for Public Bikeway, Bike Path and/or Bike Trail Purposes

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by the Boys and Girls Club of Vista Foundation, Inc. ("**Grantor**"), Grantor does hereby GRANT and CONVEY to the San Diego Association of Governments ("**Grantee**"), and its successors and assigns, an exclusive easement for public bikeway, bike path and/or bike trail purposes, including without limitation bikeway, bike path and/or bike trail right of way, and appurtenances and uses associated therewith, as well as incidentals thereto, over, above, on, under, in, across, along and through that certain portion of Grantor's real property located in the City of Vista, County of San Diego, State of California, more particularly described in the legal description attached hereto as Exhibit "A" and depicted or illustrated on the map attached hereto as Exhibit "B"; both of such attachments / exhibits are incorporated herein by this reference.

The easement rights granted herein, and the rights of Grantee hereunder and pursuant hereto, shall include the right to use of the easement and/or the easement area or any part(s) of it for public bikeway, bike path, sidewalk, walkway, path and/or trail and bicycle and similar vehicle as well as pedestrian use, access, ingress and egress purposes, including without limitation the installation and maintenance of a public bikeway, bike path, sidewalk, walkway, path and/or trail, together with any and all appurtenances pertaining thereto, over, above, on, under, in, across, along and through the real property.

Therefore, the easement rights granted herein, and the rights of Grantee hereunder and pursuant hereto, shall also include the following: the right to construct, reconstruct, repair, replace, operate and maintain said facilities, including without limitation construction, installation, operation, maintenance, repair, replacement, removal and/or enlargement of a retaining wall or walls, a ditch or ditches and/or a drain or drains, together with any and all appurtenances pertaining thereto, and the right to enter upon, pass and re-pass over, along and beside said easement and the easement area; and the right to deposit tools, implements and materials thereon by said Grantee, its officers, agents, representatives, employees, successors and assigns, and by any consultant, contractor, subcontractor, supplier and its or their officers,

agents, representatives and employees engaged by, through or under Grantee, its successors and assigns, whenever and wherever necessary for the purposes set forth in this instrument.

The term Grantor as used in this instrument shall mean and include, and this conveyance is binding upon, the Grantor named herein as well as such Grantor's heirs, assigns and/or successors-in-interest.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated: 1/21/15

GRANTOR: **Boys and Girls Club of Vista Foundation, Inc.**

By: Matt Kus

Printed: Matt Koumrics

Title: Executive Director

By: _____

Printed: _____

Title: _____

SEE NOTARY ATTACHMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)

On January 21, 2015 before me, Lynn D Trude, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Matthew Koumaras
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.

LYNN D. TRUDE
Commission # 2013844
Notary Public - California
San Diego County
My Comm. Expires Mar 22, 2017

Signature Lynn D Trude
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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5003208

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this exclusive Easement for public bikeway to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
Gary Gallegos (or designee)
Executive Director

Date: 3-17-2015

EXHIBIT "A" TO
EASEMENT DEED

Legal Description of Easement
[APN(s): 163-420-16]

[attached behind this page]

EXHIBIT "A"
PERMANENT PATH EASEMENT
APN: 163-420-16

THAT PORTION OF LOT 1 OF LOMITA DEL SOL, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1893, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER MARCH 17, 1926, MORE PRECISELY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE SOUTHEAST CORNER OF SAID LOT 1, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1096.21 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 11°33'29" WEST;

1. THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 1 WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°45'23" A DISTANCE OF 263.19 FEET;
2. THENCE LEAVING SAID SOUTHERLY LINE NORTH 25°38'51" EAST 3.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1093.21 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 25°38'51" WEST;
3. THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°36'09" A DISTANCE OF 240.46 FEET.
4. THENCE NORTH 00°56'13" EAST 68.32 FEET;
5. THENCE NORTH 11°33'44" EAST 56.95 FEET;
6. THENCE NORTH 00°56'13" EAST 67.83 FEET;
7. THENCE SOUTH 89°03'47" EAST 4.00 FEET TO THE WESTERLY LINE OF PARCEL 2 OF PUBLIC STREET AND UTILITY EASEMENT DOCUMENT NO. 2011-0231829, RECORDED MAY 4, 2011 IN THE OFFICIAL RECORDS;
8. THENCE ALONG THE WESTERLY LINE SOUTH 00°56'13" WEST 0.98 FEET TO AN ANGLE POINT THEREIN;
9. THENCE CONTINUING ALONG SAID WESTERLY LINE SOUTH 28°07'04" EAST 5.35 FEET TO AN ANGLE POINT THEREIN;
10. THENCE CONTINUING ALONG SAID WESTERLY LINE SOUTH 00°56'13" WEST 113.84 FEET TO THE SOUTHERLY LINE OF SAID PARCEL 2;
11. THENCE ALONG SAID SOUTHERLY LINE SOUTH 89°05'26" EAST 3.00 FEET TO THE EASTERLY LINE OF SAID LOT 1;
12. THENCE ALONG SAID EASTERLY LINE SOUTH 00°56'13" WEST 79.96 FEET TO THE **POINT OF BEGINNING.**

AREA 3,494 SQUARE FEET, MORE OR LESS

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6.

THIS LEGAL DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

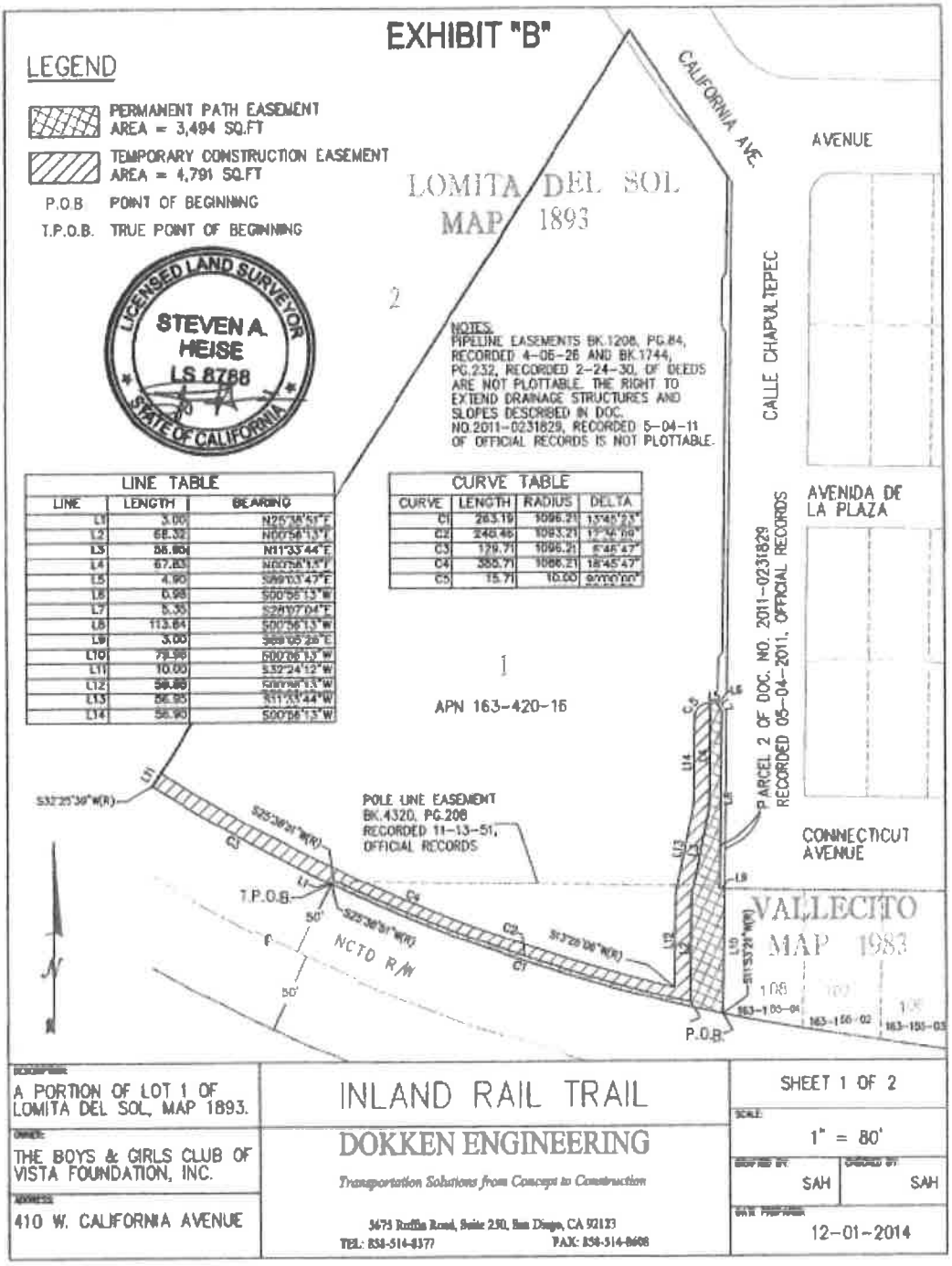
12-02-2014
STEVEN A. HEISE - PLS 8788

LICENSED LAND SURVEYOR
STEVEN A. HEISE
LS 8788
12-31-16
STATE OF CALIFORNIA

EXHIBIT "B" TO
EASEMENT DEED

Map of Real Property
[APN(s): 163-420-16]

[attached behind this page]


EXHIBIT "B"
LEGEND
PERMANENT PATH EASEMENT
AREA = 3,494 SQ.FT
TEMPORARY CONSTRUCTION EASEMENT
AREA = 4,791 SQ.FT
P.O.B POINT OF BEGINNING
T.P.O.B. TRUE POINT OF BEGINNING
LICENSED LAND SURVEYOR
STEVEN A. HEISE
LS 8788
STATE OF CALIFORNIA
LOMITA DEL SOL
MAP 1893
NOTES:
PIPELINE EASEMENTS BK.1208, PG.84, RECORDED 4-06-26 AND BK.1744, PG.232, RECORDED 2-24-30, OF DEEDS ARE NOT PLOTTABLE. THE RIGHT TO EXTEND DRAINAGE STRUCTURES AND SLOPES DESCRIBED IN DOC. NO.2011-0231829, RECORDED 5-04-11 OF OFFICIAL RECORDS IS NOT PLOTTABLE.
LINE TABLE
LINE | LENGTH | BEARING
L1 | 3.00' | N25°38'51"E
L2 | 58.32' | N00°56'13"E
L3 | 56.80' | N11°33'44"E
L4 | 67.83' | N00°56'13"E
L5 | 4.90' | S89°03'47"E
L6 | 0.98' | S00°56'13"W
L7 | 5.35' | S24°37'04"E
L8 | 113.64' | S00°56'13"W
L9 | 3.00' | S89°03'47"E
L10 | 73.98' | S00°56'13"W
L11 | 10.00' | S32°24'12"W
L12 | 56.88' | N00°56'13"E
L13 | 56.95' | N11°33'44"W
L14 | 56.90' | S00°56'13"W
CURVE TABLE
CURVE | LENGTH | RADIUS | DELTA
C1 | 263.19' | 1096.21' | 13°45'23"
C2 | 246.46' | 1083.21' | 13°02'09"
C3 | 179.71' | 1096.21' | 9°23'47"
C4 | 355.71' | 1096.21' | 18°45'47"
C5 | 15.71' | 10.00' | 90°00'00"
1
APN 163-420-16
CALIFORNIA AVE.
AVENUE
CALLE CHAPULTEPEC
AVENIDA DE LA PLAZA
PARCEL 2 OF DOC. NO. 2011-0231829 RECORDED 05-04-2011, OFFICIAL RECORDS
CONNECTICUT AVENUE
POLE LINE EASEMENT BK.4320, PG.208 RECORDED 11-13-51, OFFICIAL RECORDS
S32°25'39"W(R)
S25°38'51"W(R)
S13°29'06"W(R)
T.P.O.B.
50'
NCTD R/W
P.O.B.
VALLECITO
MAP 1983
A PORTION OF LOT 1 OF LOMITA DEL SOL, MAP 1893.
THE BOYS & GIRLS CLUB OF VISTA FOUNDATION, INC.
410 W. CALIFORNIA AVENUE
INLAND RAIL TRAIL
DOKKEN ENGINEERING
Transportation Solutions from Concept to Construction
3473 Rouffa Road, Suite 250, San Diego, CA 92123
TEL: 858-514-8377 FAX: 858-514-8608
SHEET 1 OF 2
1" = 80'
SAH
SAH
12-01-2014

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

Recording Requested By:
Stewart Title

~~Chicago Title Insurance Company~~
~~1406 S. Santa Fe Avenue~~
~~Vista, CA 92084~~
Escrow and Order No. 73714003801/01180-98623

DOC# 2015-0434607

Aug 17, 2015 02:37 PM
OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: $0.00

PAGES: 14

WHEN RECORDED MAIL TO:
San Diego Association of Governments
Attn: Emilio Rodriguez, Senior Engineer
401 B Street, Suite 800
San Diego, California 92101

1034-01180-98623

Portions APN(s.): 163-420-16-00

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

Documentary Transfer tax NO
No consideration

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

This Grant of Temporary Construction Easement (hereinafter referred to as this "**Instrument**") is made and entered into by the undersigned **The Boys & Girls Club of Vista Foundation, Inc.** (hereinafter referred to as "**Grantor**"), with reference and respect to that certain Temporary Construction Easement Agreement [**or** Agreement of Purchase and Sale and Joint Escrow Instructions] as further described and referenced in the second to last paragraph of this Instrument (hereinafter referred to as the "**Agreement**"). Grantor represents and warrants that it is the owner in fee simple of certain real property located in the City of Vista, County of San Diego, State of California, more fully described in ATTACHMENT "1" attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** (hereinafter referred to as "**Grantee**"), and its successors and assigns, a temporary and exclusive construction easement and right of way ("Temporary Construction Easement"), over, above, on, under, in, across, along and through that certain portion of the Property more fully described and depicted or illustrated in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Temporary Construction Easement Area**"), for the purpose of all necessary and convenient activities associated with the Inland Rail Trails Project (hereinafter referred to as the "**Project**"), as further described in the Agreement, including, without limitation, construction and/or operation of the Project.

The Temporary Construction Easement shall, unless extended, expire on the date ("**Expiration Date**") that is twelve (12) months from and after the anticipated commencement of construction within the Temporary Construction Easement Area as established in a notice given to Grantor by or on behalf of Grantee pursuant to the Agreement. The Grantee shall have an option to extend the Temporary Construction Easement on a month-to-month basis (and/or as otherwise provided in the Agreement) until construction of the Project is completed. Upon occurrence of the completion of the Project, the then-owners of record of the Property shall have the right to request and, thereafter, receive from Grantee a duly executed and acknowledged instrument in writing whereby Grantee quitclaims or otherwise releases its interest in the Temporary Construction Easement, but not the other terms and provisions of this Instrument, to

Non-Order Search
Doc: SD:2015 00434607

Requested By: Guido.Schenkhuizen, Printed: 1/24/202

the said then-owner of record of the Property, and may cause same to be recorded in Official Records of San Diego County, California.

Grantor covenants, by and for itself, its heirs, successors and assigns, including, without limitation, any voluntary and involuntary successor(s)-in-interest to the Property or any part thereof, that Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee's sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the Temporary Construction Easement Area or which may interfere with the use of the Temporary Construction Easement Area; and Grantor shall not permit the erection, placement, or maintenance of any improvement, or undertaking of any other activity, which may interfere with the use of the Temporary Construction Easement Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the Temporary Construction Easement Area.

The Temporary Construction Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontrators and workmen to (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement, (ii) use, control and occupy the Temporary Construction Easement Area, (iiii) use and temporarily place and operate tools, equipment, machinery, and materials on the Temporary Construction Easement Area, and (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora, including, without limitation, the roots thereof, located within the Temporary Construction Easement Area.

As the Temporary Construction Easement is exclusive, Grantor acknowledges and agrees that, until after the Expiration Date, Grantee has no or retains no right to use the surface or any other part of the Temporary Construction Easement Area for any purpose. Further, prior to the expiration or termination of the Temporary Construction Easement, Grantor shall not grant or dedicate any easement, right or other interest in, to, on, under or over the Temporary Construction Easement Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee's sole and unfettered discretion.

This Instrument, including, without limitation, the grant and other terms and provisions set forth or incorporated by reference herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and under this Instrument and may do so without obtaining the consent of or providing notice to Grantee.

At the expiration of the Temporary Construction Easement, Grantee shall not and shall not be required to restore the Temporary Construction Easement Area to the condition, or as near as practicable to the condition, that existed immediately prior to Grantee's operations; instead Grantee shall put the Temporary Construction Easement Area in a neat and clean condition with the soil compacted to a reasonable degree; provided, however, that Grantee's obligations in this regard shall not apply with respect to reasonable wear and tear or any changed condition or circumstance not resulting from Grantee's operations, including, without limitation, Grantee's negligence or greater fault. Similarly, Grantee shall not be required to restore (to their pre-existing condition) any vegetation, landscaping or improvements for which the Grantor has (and Grantor hereby acknowledges and agrees that Grantor has) been paid. Additionally, it is

understood that, upon said expiration or termination of the Temporary Construction Easement, Grantee shall have no other or further obligation, liability or duty in connection with the Property.

The covenants contained in this Instrument shall run with the land.

This Instrument arises from the Agreement as entered into by Grantor and Grantee on or about March 11, 2014. The terms and provisions of the Agreement are incorporated into this Instrument by this reference as if set forth in this Instrument in full. Appropriately interested parties may inspect a copy of the Agreement at the offices of Grantee.

This Instrument together with the Agreement contains the entire agreement of the parties relating to the subject matter hereof, including, without limitation, the rights herein granted and the obligations herein assumed. Any oral representations concerning or modifications of this Instrument or the Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed on the date set forth below.

Dated: 7/31/14

GRANTOR:

The Boys & Girls Club of Vista Foundation, Inc.

By: _____
Matt Koumaras, Executive Director

Non-Order Search
Doc: SD:2015 00434607

Requested By: Guido.Schenkhuizen, Printed: 1/24/202

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On July 31, 2014 before me, R. Martinez, notary public, personally appeared **Matt Koumaras,** 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.

R. MARTINEZ
Commission # 1920933
Notary Public - California
San Diego County
My Comm. Expires Jan 8, 2015

Signature of Notary Public

IRT TCE Deed Template 4.docx

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Temporary Construction Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
Gary Gallegos (or designee)
Executive Director

Date: 8-14-2014

Non-Order Search
Doc: SD:2015 00434607

Requested By: Guido.Schenkhuizen, Printed: 1/24/202

ATTACHMENT "1"

Legal Description of Property
[APN(s): 163-420-16]

[attached behind this page]

Non-Order Search
Doc: SD:2015 00434607

Requested By: Guido.Schenkhuizen, Printed: 1/24/202

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Diego, City of Vista and described as follows:

Lot 1 of Lomita Del Sol, in the City of Vista, County of San Diego, State of California, according to Map thereof No. 1893, filed in the Office of the County Recorder of San Diego County, March 17, 1926.

APN: 163-420-16-00
(End of Legal Description)

EXHIBIT "A"

Legal Description of Temporary Construction Easement Area
[APN(s): 163-420-16]

[attached behind this page]

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
APN 163-420-16

THAT PORTION OF LOT 1 OF LOMITA DEL SOL, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1893 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY MARCH 17, 1926, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, SAID POINT BEING THE BEGINNING OF A 1096.21-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 11°53'29" WEST; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 1 WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°09'13" A DISTANCE OF 22.07 FEET; THENCE LEAVING SAID SOUTHERLY LINE NORTH 13°02'42" EAST 3.00 FEET TO THE BEGINNING OF A NON-TANGENT 1093.21-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 13°02'42" WEST, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

1. THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°36'09" A DISTANCE OF 240.46 FEET;
2. THENCE SOUTH 25°38'51" WEST 3.00 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 1 AND THE BEGINNING OF A NON-TANGENT 1096.21-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 25°38'51" WEST;
3. THENCE ALONG SAID SOUTHWESTERLY LINE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°46'47" A DISTANCE OF 129.71 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 1;
4. THENCE ALONG SAID NORTHWESTERLY LINE NORTH 32°24'12" EAST 10.00 FEET TO THE BEGINNING OF A NON-TANGENT 1086.21-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 32°25'39" WEST;
5. THENCE LEAVING SAID NORTHWESTERLY LINE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°45'47" A DISTANCE OF 355.71 FEET;
6. THENCE NORTH 00°56'13" EAST 59.88 FEET;
7. THENCE NORTH 11°33'44" EAST 56.95 FEET;
8. THENCE NORTH 00°56'13" EAST 56.90 FEET TO THE BEGINNING OF A TANGENT 10.00-FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY;
9. THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 15.71 FEET;
10. THENCE SOUTH 00°56'13" WEST 67.83 FEET;
11. THENCE SOUTH 11°33'44" WEST 56.95 FEET;
12. THENCE SOUTH 00°56'13" WEST 68.32 FEET TO THE **TRUE POINT OF BEGINNING.**

AREA = 4,791 SQUARE FEET, MORE OR LESS.

Non-Order Search
Doc: SD:2015 00434607

Requested By: Guido.Schenkhuizen, Printed: 1/24/202

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6

THIS LEGAL DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

11/22/13

MICKEY B. AGUIRRE RCE 27648



Non-Order Search
Doc: SD:2015 00434607

Requested By: Guido.Schenkhuizen, Printed: 1/24/202

EXHIBIT "B"

Map of Temporary Construction Easement Area
[APN(s): 163-420-16]

[attached behind this page]

EXHIBIT "B"

LEGEND

- PERMANENT PATH EASEMENT (PATH) AREA = 2,772 SQ. FT.
- PERMANENT DRAINAGE EASEMENT (DRAINAGE) AREA = 722 SQ. FT.
- TEMPORARY CONSTRUCTION EASEMENT (TCE) AREA = 4,791 SQ. FT.
- TEMPORARY ACCESS EASEMENT (TAE) AREA = 18,618 SQ. FT.
- P.O.B. POINT OF BEGINNING
- T.P.O.B. TRUE POINT OF BEGINNING

REGISTERED PROFESSIONAL ENGINEER
MICKEY B. AGUIRRE
No. 27648
CIVIL
STATE OF CALIFORNIA

2

NOTES:
PIPELINE EASEMENTS REC. 4/06/26 IN BK. 1208, PG. 84 AND REC. 2/24/30 IN BK. 1744, PG. 232 BOTH OF DEEDS ARE NOT PLOTTABLE.
THE RIGHT TO EXTEND DRAINAGE STRUCTURES AND SLOPES DESCRIBED IN DOC. REC. 5/04/11 AS DOC. NO. 2011-0231829 O.R. IS NOT PLOTTABLE.

CALIFORNIA AVE.

CALLE CHAPULTEPEC

AVENIDA DE LA PLAZA

CONNECTICUT AVE.

LOMITA DEL SOL MAP 1893

SEE SHEET 2

1

APN 163-420-16

SEE SHEET 3

NORTH

℄

50'

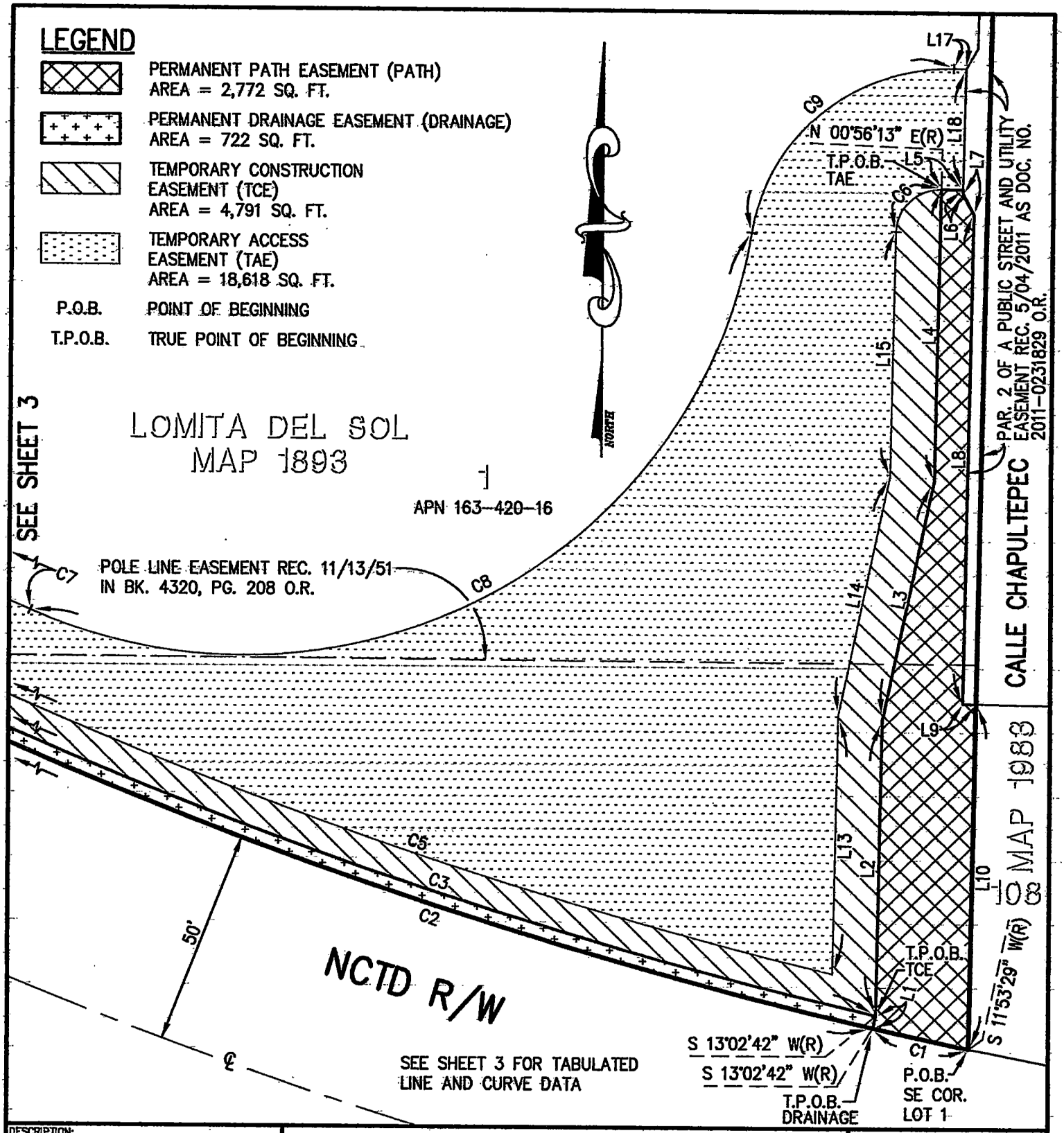
50'

NCTD R/W

VALLECITO MAP 1983

108 107 106 105

DESCRIPTION: A PORTION OF LOT 1 OF LOMITA DEL SOL, MAP 1893.	INLAND RAIL TRAIL	SHEET 1 OF 3
OWNER: THE BOYS & GIRLS CLUB OF VISTA FOUNDATION, INC.	AGUIRRE & ASSOCIATES 8265 COMMERCIAL ST., SUITE 1, LA MESA, CA 91942 PH: (619)464-6978 FAX: (619)464-7203	SCALE: 1" = 80'
ADDRESS: 410 W. CALIFORNIA AVE.	SURVEYING · MAPPING · RIGHT-OF-WAY ENGINEERING	DRAFTED: KA
		CHECKED: MA
		DATE PREPARED: 11-21-2013



DESCRIPTION:
A PORTION OF LOT 1 OF LOMITA DEL SOL, MAP 1893.

OWNER:
THE BOYS & GIRLS CLUB OF VISTA FOUNDATION, INC.

ADDRESS:
410 W. CALIFORNIA AVE.

INLAND RAIL TRAIL

AGUIRRE & ASSOCIATES
8265 COMMERCIAL ST., SUITE 1, LA MESA, CA 91942
PH: (619)464-6978 FAX: (619)464-7203
SURVEYING · MAPPING · RIGHT-OF-WAY ENGINEERING

SHEET 2 OF 3

SCALE: 1" = 30'

DRAFTED: KA

CHECKED: MA

DATE PREPARED: 11-21-2013

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	1°09'13"	1096.21'	22.07'
C2	12°36'09"	1096.21'	241.12'
C3	12°36'09"	1093.21'	240.46'
C4	6°46'47"	1096.21'	129.71'
C5	18°45'47"	1086.21'	355.71'
C6	90°00'00"	10.00'	15.71'
C7	8°09'47"	1066.21'	151.91'
C8	105°45'12"	116.00'	214.11'
C9	82°25'31"	45.00'	64.74'

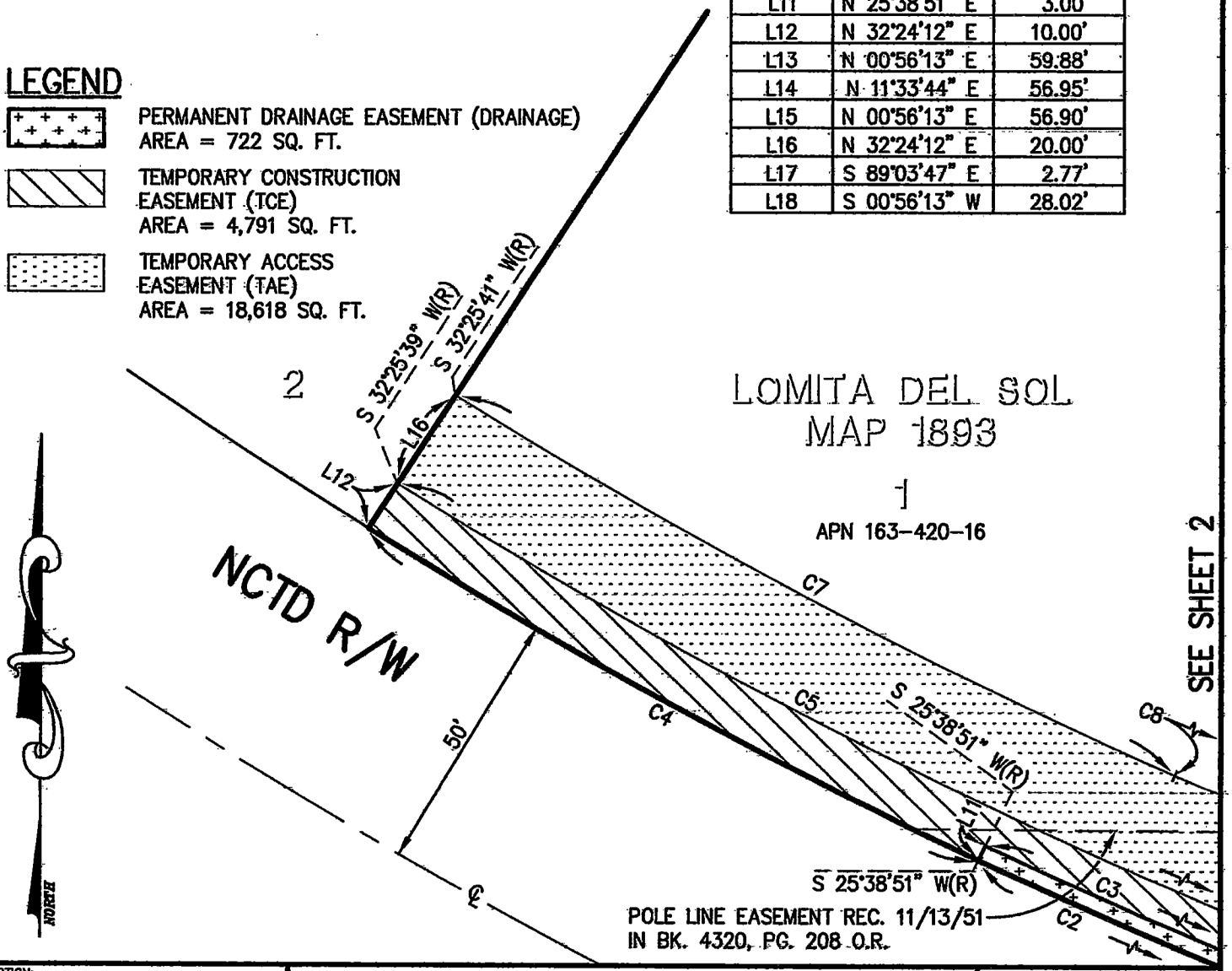
LINE TABLE		
LINE	BEARING	LENGTH
L1	N 13°02'42" E	3.00'
L2	N 00°56'13" E	68.32'
L3	N 11°33'44" E	56.95'
L4	N 00°56'13" E	67.83'
L5	S 89°03'47" E	4.90'
L6	S 00°56'13" W	0.98'
L7	S 28°07'04" E	5.35'
L8	S 00°56'13" W	113.84'
L9	S 89°05'26" E	3.00'
L10	S 00°56'13" W	79.96'
L11	N 25°38'51" E	3.00'
L12	N 32°24'12" E	10.00'
L13	N 00°56'13" E	59.88'
L14	N 11°33'44" E	56.95'
L15	N 00°56'13" E	56.90'
L16	N 32°24'12" E	20.00'
L17	S 89°03'47" E	2.77'
L18	S 00°56'13" W	28.02'

LEGEND

PERMANENT DRAINAGE EASEMENT (DRAINAGE)
AREA = 722 SQ. FT.

TEMPORARY CONSTRUCTION EASEMENT (TCE)
AREA = 4,791 SQ. FT.

TEMPORARY ACCESS EASEMENT (TAE)
AREA = 18,618 SQ. FT.



DESCRIPTION:
A PORTION OF LOT 1 OF LOMITA DEL SOL, MAP 1893.

OWNER:
THE BOYS & GIRLS CLUB OF VISTA FOUNDATION, INC.

ADDRESS:
410 W. CALIFORNIA AVE.

INLAND RAIL TRAIL

AGUIRRE & ASSOCIATES
8265 COMMERCIAL ST., SUITE 1, LA MESA, CA 91942
PH: (619)464-6978 FAX: (619)464-7203

SURVEYING · MAPPING · RIGHT-OF-WAY ENGINEERING

SHEET 3 OF 3
SCALE: 1" = 30'
DRAFTED: KA
CHECKED: MA
DATE PREPARED: 11-21-2013

EXHIBIT 10

RECORDING REQUESTED BY:
Chicago Title Insurance Company
1406 S. Santa Fe Avenue
Vista, CA 92084
Escrow and Order No. _____

THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON SEP 26, 2014
DOCUMENT NUMBER 2014-0418334
Ernest J. Dronenburg, Jr., COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE
TIME: 10:02 AM

WHEN RECORDED MAIL TO:
San Diego Association of Governments
Attn: Emilio Rodriguez, Senior Engineer
401 B Street, Suite 800
San Diego, California 92101

Portions APN(s.): 163-420-18

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

This Grant of Temporary Construction Easement (hereinafter referred to as this "**Instrument**") is made and entered into by the undersigned Daroja, LLC, a California Limited Liability Company (hereinafter referred to as "**Grantor**"), with reference and respect to that certain Temporary Construction Easement Agreement as further described and referenced in the second to last paragraph of this Instrument (hereinafter referred to as the "**Agreement**"). Grantor represents and warrants that it is the owner in fee simple of certain real property located in the City of Vista, County of San Diego, State of California, more fully described in ATTACHMENT "1" attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** (hereinafter referred to as "**Grantee**"), and its successors and assigns, a temporary and exclusive construction easement and right of way ("Temporary Construction Easement"), over, above, on, under, in, across, along and through that certain portion of the Property more fully described and depicted or illustrated in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Temporary Construction Easement Area**"), for the purpose of all necessary and convenient activities associated with the Inland Rail Trails Project (hereinafter referred to as the "**Project**"), as further described in the Agreement, including, without limitation, construction and/or operation of the Project.

The Temporary Construction Easement shall, unless extended, expire on the date ("**Expiration Date**") that is twelve (12) months from and after the anticipated commencement of construction within the Temporary Construction Easement Area as established in a notice given to Grantor by or on behalf of Grantee pursuant to the Agreement. The Grantee shall have an option to extend the Temporary Construction Easement on a month-to-month basis (and/or as otherwise provided in the Agreement) until construction of the Project is completed. Upon occurrence of the completion of the Project, the then-owners of record of the Property shall have the right to request and, thereafter, receive from Grantee a duly executed and acknowledged instrument in writing whereby Grantee quitclaims or otherwise releases its interest in the Temporary Construction Easement, but not the other terms and provisions of this Instrument, to

the said then-owner of record of the Property, and may cause same to be recorded in Official Records of San Diego County, California.

Grantor covenants, by and for itself, its heirs, successors and assigns, including, without limitation, any voluntary and involuntary successor(s)-in-interest to the Property or any part thereof, that Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee's sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the Temporary Construction Easement Area or which may interfere with the use of the Temporary Construction Easement Area; and Grantor shall not permit the erection, placement, or maintenance of any improvement, or undertaking of any other activity, which may interfere with the use of the Temporary Construction Easement Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the Temporary Construction Easement Area.

The Temporary Construction Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontractors and workmen to (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement, (ii) use, control and occupy the Temporary Construction Easement Area, (iii) use and temporarily place and operate tools, equipment, machinery, and materials on the Temporary Construction Easement Area, and (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora, including, without limitation, the roots thereof, located within the Temporary Construction Easement Area.

As the Temporary Construction Easement is exclusive, Grantor acknowledges and agrees that, until after the Expiration Date, Grantor has no or retains no right to use the surface or any other part of the Temporary Construction Easement Area for any purpose. Further, prior to the expiration or termination of the Temporary Construction Easement, Grantor shall not grant or dedicate any easement, right or other interest in, to, on, under or over the Temporary Construction Easement Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee's sole and unfettered discretion.

This Instrument, including, without limitation, the grant and other terms and provisions set forth or incorporated by reference herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and under this Instrument and may do so without obtaining the consent of or providing notice to Grantee.

At the expiration of the Temporary Construction Easement, Grantee shall not and shall not be required to restore the Temporary Construction Easement Area to the condition, or as near as practicable to the condition, that existed immediately prior to Grantee's operations; instead Grantee shall put the Temporary Construction Easement Area in a neat and clean condition with the soil compacted to a reasonable degree; provided, however, that Grantee's obligations in this regard shall not apply with respect to reasonable wear and tear or any changed condition or circumstance not resulting from Grantee's operations, including, without limitation, Grantee's negligence or greater fault. Similarly, Grantee shall not be required to restore (to their pre-existing condition) any vegetation, landscaping or improvements for which the Grantor has (and Grantor hereby acknowledges and agrees that Grantor has) been paid. Additionally, it is

Grantee shall have no other or further obligation, liability or duty in connection with the Property.

The covenants contained in this Instrument shall run with the land.

This Instrument arises from the Agreement as entered into by Grantor and Grantee on or about MARCH 21, 2014. The terms and provisions of the Agreement are incorporated into this Instrument by this reference as if set forth in this Instrument in full. Appropriately interested parties may inspect a copy of the Agreement at the offices of Grantee.

This Instrument together with the Agreement contains the entire agreement of the parties relating to the subject matter hereof, including, without limitation, the rights herein granted and the obligations herein assumed. Any oral representations concerning or modifications of this Instrument or the Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed on the date set forth below.

Dated: 3/21/14

GRANTOR:

Daroja, LLC, a California Limited Liability Company

By: _____

Name: DANA GLAZER

Title: DIRECTOR

By: _____

Name: _____

Title: _____

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On 3/21, 2014 before me, R. Martinez, notary public, personally appeared Dana Gitzer,
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.

R. MARTINEZ
Commission # 1920933
Notary Public - California
San Diego County
My Comm. Expires Jan 8, 2015

Signature of Notary Public

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Temporary Construction Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
Gary Gallegos (or designee) Kim Kawada
Executive Director

Date: 4-25-2014

ATTACHMENT "1"

Legal Description of Property
[APN(s): 163-420-18]

[attached behind this page]

EXHIBIT A
LEGAL DESCRIPTION

The land referred to herein is situated in the State of CALIFORNIA, County of SAN DIEGO, and described as follows:

LOT 2 IN LOMITA DEL SOL, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1893, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 17, 1926.

Assessor's Parcel Number: **163-420-18-00**

EXHIBIT "A"

Legal Description of Temporary Construction Easement Area
[APN(s): 163-420-18]]

[attached behind this page]

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
APN 163-420-18

THAT PORTION OF LOT 2 IN LOMITA DEL SOL, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1983, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 17, 1926, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 2, SAID POINT BEING THE BEGINNING OF A 1096.21-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 32°25'38" WEST;

1. THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 2 NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°30'20" A DISTANCE OF 334.92 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 2;
2. THENCE ALONG SAID NORTHWESTERLY LINE NORTH 49°53'34" EAST 10.00 FEET TO THE BEGINNING OF A NON-TANGENT 1086.21-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 49°56'00" WEST;
3. THENCE LEAVING SAID NORTHWESTERLY LINE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°30'21" A DISTANCE OF 331.87 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 2;
4. THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 32°24'12" WEST 10.00 FEET TO THE **POINT OF BEGINNING.**

AREA = 3,334 SQUARE FEET, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6

THIS LEGAL DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

11/22/13
MICKEY B. AGUIRRE RCE 27648



EXHIBIT "B"

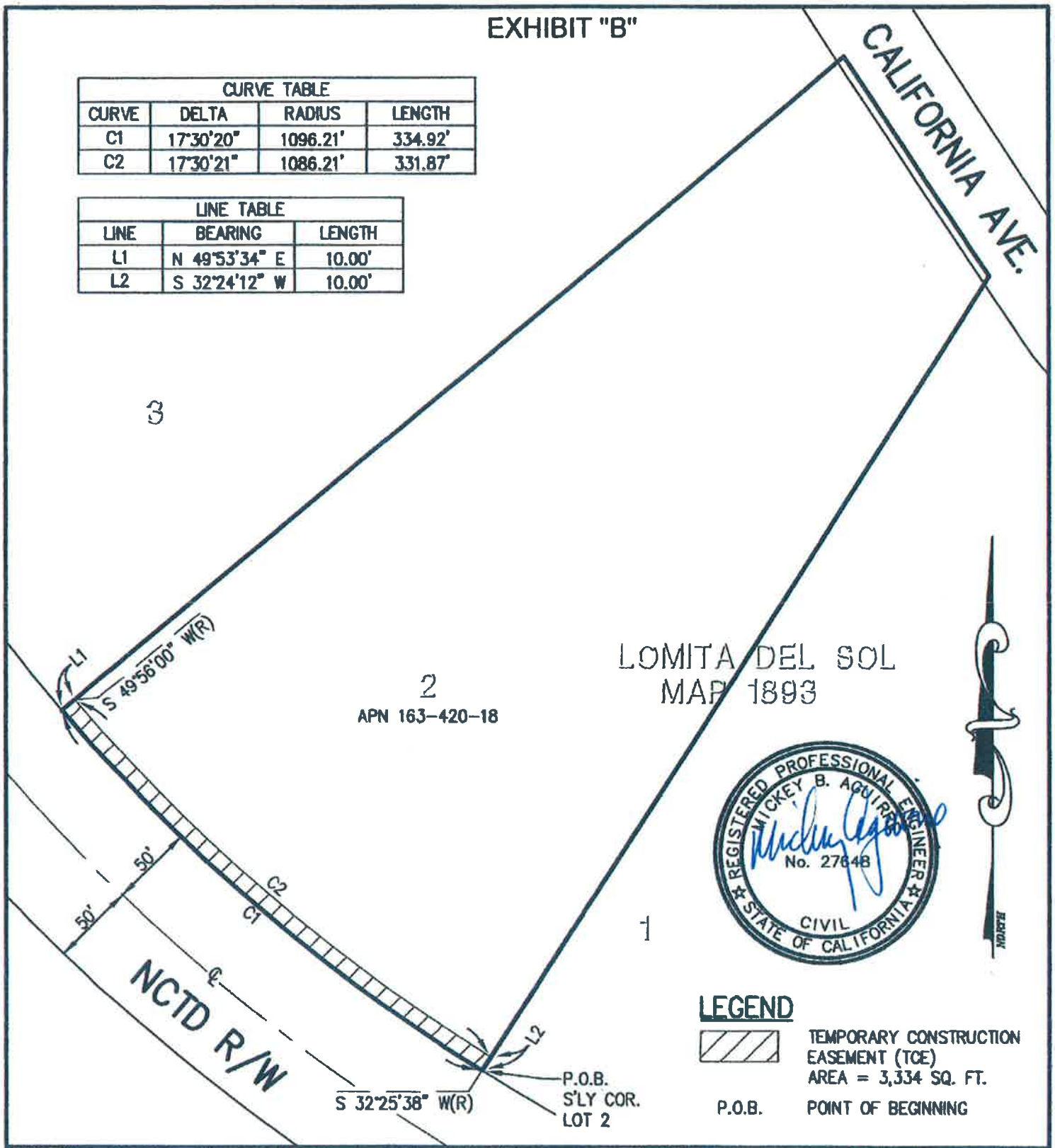
Map of Temporary Construction Easement Area
[APN(s): 163-420-18]]

[attached behind this page]

EXHIBIT "B"

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	17°30'20"	1096.21'	334.92'
C2	17°30'21"	1086.21'	331.87'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 49°53'34" E	10.00'
L2	S 32°24'12" W	10.00'



LEGEND

TEMPORARY CONSTRUCTION EASEMENT (TCE)
AREA = 3,334 SQ. FT.

P.O.B. POINT OF BEGINNING

DESCRIPTION:
A PORTION OF LOT 2
OF MAP 1983

OWNER:
DAROJA, LLC

ADDRESS:
450 W CALIFORNIA AVE.

INLAND RAIL TRAIL

AGUIRRE & ASSOCIATES
8265 COMMERCIAL ST., SUITE 1, LA MESA, CA 91942
PH: (619)464-6978 FAX: (619)464-7203

SURVEYING · MAPPING · RIGHT-OF-WAY ENGINEERING

SHEET 1 OF 1
SCALE: 1" = 80'
DRAFTED: KA
CHECKED: MA
DATE PREPARED: 2-21-2014

EXHIBIT 11

RECORDING REQUESTED BY:
_____ Title Insurance Company

_____
_____, CA _____
Escrow and Order No. _____

THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON SEP 26, 2014
DOCUMENT NUMBER 2014-0418335
Ernest J. Dronenburg, Jr., COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE
TIME: 10:02 AM

WHEN RECORDED MAIL TO:
San Diego Association of Governments
Attn: Emilio Rodriguez, Senior Engineer
401 B Street, Suite 800
San Diego, California 92101

Portions APN: 163-420-08

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

This Grant of Temporary Construction Easement (hereinafter referred to as this "**Instrument**") is made and entered into by the undersigned Donald J. Brown, Trustee for the Donald Jack Brown Revocable Trust, Dated May 27, 2004 (hereinafter referred to as "**Grantors**"), with reference and respect to that certain Temporary Construction Easement Agreement as further described and referenced in the second to last paragraph of this Instrument (hereinafter referred to as the "**Agreement**"). Grantor represents and warrants that it is the owner in fee simple of certain real property located in the City of Vista, County of San Diego, State of California, more fully described in ATTACHMENT "1" attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** (hereinafter referred to as "**Grantee**"), and its successors and assigns, a temporary and exclusive construction easement and right of way ("Temporary Construction Easement"), over, above, on, under, in, across, along and through that certain portion of the Property more fully described and depicted or illustrated in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Temporary Construction Easement Area**"), for the purpose of all necessary and convenient activities associated with the Inland Rail Trails Project (hereinafter referred to as the "**Project**"), as further described in the Agreement, including, without limitation, construction and/or operation of the Project.

The Temporary Construction Easement shall, unless extended, expire on the date ("**Expiration Date**") that is twelve (12) months from and after the anticipated commencement of construction within the Temporary Construction Easement Area as established in a notice given to Grantor by or on behalf of Grantee pursuant to the Agreement. The Grantee shall have an option to extend the Temporary Construction Easement on a month-to-month basis (and/or as otherwise provided in the Agreement) until construction of the Project is completed. Upon occurrence of the completion of the Project, the then-owners of record of the Property shall have the right to request and, thereafter, receive from Grantee a duly executed and acknowledged instrument in writing whereby Grantee quitclaims or otherwise releases its interest in the Temporary Construction Easement, but not the other terms and provisions of this Instrument, to

the said then-owner of record of the Property, and may cause same to be recorded in Official Records of San Diego County, California.

Grantor covenants, by and for itself, its heirs, successors and assigns, including, without limitation, any voluntary and involuntary successor(s)-in-interest to the Property or any part thereof, that Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee's sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the Temporary Construction Easement Area or which may interfere with the use of the Temporary Construction Easement Area; and Grantor shall not permit the erection, placement, or maintenance of any improvement, or undertaking of any other activity, which may interfere with the use of the Temporary Construction Easement Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the Temporary Construction Easement Area.

The Temporary Construction Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontrators and workmen to (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement, (ii) use, control and occupy the Temporary Construction Easement Area, (iiii) use and temporarily place and operate tools, equipment, machinery, and materials on the Temporary Construction Easement Area, and (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora, including, without limitation, the roots thereof, located within the Temporary Construction Easement Area.

As the Temporary Construction Easement is exclusive, Grantor acknowledges and agrees that, until after the Expiration Date, Grantee has no or retains no right to use the surface or any other part of the Temporary Construction Easement Area for any purpose. Further, prior to the expiration or termination of the Temporary Construction Easement, Grantor shall not grant or dedicate any easement, right or other interest in, to, on, under or over the Temporary Construction Easement Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee's sole and unfettered discretion.

This Instrument, including, without limitation, the grant and other terms and provisions set forth or incorporated by reference herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and under this Instrument and may do so without obtaining the consent of or providing notice to Grantee.

At the expiration of the Temporary Construction Easement, Grantee shall not and shall not be required to restore the Temporary Construction Easement Area to the condition, or as near as practicable to the condition, that existed immediately prior to Grantee's operations; instead Grantee shall put the Temporary Construction Easement Area in a neat and clean condition with the soil compacted to a reasonable degree; provided, however, that Grantee's obligations in this regard shall not apply with respect to reasonable wear and tear or any changed condition or circumstance not resulting from Grantee's operations, including, without limitation, Grantee's negligence or greater fault. Similarly, Grantee shall not be required to restore (to their pre-existing condition) any vegetation, landscaping or improvements for which the Grantor has (and Grantor hereby acknowledges and agrees that Grantor has) been paid. Additionally, it is

understood that, upon said expiration or termination of the Temporary Construction Easement, Grantee shall have no other or further obligation, liability or duty in connection with the Property.

The covenants contained in this Instrument shall run with the land.

This Instrument arises from the Agreement as entered into by Grantor and Grantee on or about _____ __, 2014. The terms and provisions of the Agreement are incorporated into this Instrument by this reference as if set forth in this Instrument in full. Appropriately interested parties may inspect a copy of the Agreement at the offices of Grantee.

This Instrument together with the Agreement contains the entire agreement of the parties relating to the subject matter hereof, including, without limitation, the rights herein granted and the obligations herein assumed. Any oral representations concerning or modifications of this Instrument or the Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed on the date set forth below.

Dated: January 21, 2014

GRANTOR:

Donald Jack Brown Revocable Trust, Dated May 27, 2004

By: Donald Jack Brown

Name: Donald Jack Brown
Title: Trustee

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF Riverside)

On January 21, 2014 before me, Margaret Wolford, notary public, personally appeared Donald Jack Brown,
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.

MARGARET WOLFORD
Commission # 2003536
Notary Public - California
Riverside County
My Comm. Expires Jan 10, 2017

Margaret Wolford
Signature of Notary Public

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Slope and Drainage Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: KK for
Gary Gallegos (or designee) Kurt Kroninger
Executive Director

Date: 3/12/14

ATTACHMENT "1"

Legal Description of Property
[APN(s): 163-420-08]

[attached behind this page]

EXHIBIT A
LEGAL DESCRIPTION

The land referred to herein is situated in the State of CALIFORNIA, County of SAN DIEGO, and described as follows:

PARCEL 1:

THE WESTERLY 304.42 FEET, MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE THEREOF, OF LOT 5 OF LOMITA DEL SOL, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1893, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 17, 1926. EXCEPTING THEREFROM THE NORTHERLY 92.50 FEET THEREOF.

PARCEL 2:

AN EASEMENT FOR ROAD AND UTILITIES OVER, UNDER, ALONG AND ACROSS THE SOUTHERLY 10.00 FEET OF LOT 5 OF LOMITA DEL SOL, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1893, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 17, 1926.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL 1 ABOVE.

PARCEL 3:

AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER, UNDER, ALONG AND ACROSS THE NORTHERLY 12.00 FEET OF THOSE PORTIONS OF LOT 4 OF LOMITA DEL SOL, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1893, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 17, 1926 AS DESCRIBED IN DEED TO RICHARD VAN HALEN COLLINS II, ET UX, RECORDED APRIL 30. 1975 AS FILE NO. 75-101243 OF OFFICIAL RECORDS AND IN DEED TO HAROLD J. PAQUETTE AND LUCILLE WALL, RECORDED MARCH 16, 1976 AS FILE NO. 76-077057 OF OFFICIAL RECORDS.

PARCEL 4:

AN EASEMENT FOR INGRESS AND EGRESS OVER, ALONG AND ACROSS THE NORTHERLY 12.00 FEET OF THAT PORTION OF LOT 4 OF LOMITA DEL SOL, IN THE CITY OF VISTA. COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1893, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 17, 1926 AS DESCRIBED IN DEED TO DONALD R. PLUNKETT, ET UX, RECORDED JANUARY 25, 1962 AS FILE NO.L 14605 OF OFFICIAL RECORDS.

PARCEL 5:

AN EASEMENT FOR INGRESS AND EGRESS FOR ROAD PURPOSES OVER, UNDER, ALONG AND ACROSS A STRIP OF LAND OF A UNIFORM WIDTH OF 12.00 FEET, BEING A PORTION OF LOT 4 OF LOMITA DEL SOL, IN THE COUNTY OF SAN DIEGO, STATE OR CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1893, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 17, 1926, SAID STRIP LYING SOUTHERLY OF AND ADJACENT TO THE FOLLOWING DESCRIBED LAND; BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 4, TNENCE 81 49' 48" WEST ALONG THE NORTHERLY LINE OF SAID LOT 4, A DISTANCE OF 93.00 FEET.

Assessor's Parcel Number: **163-420-08-00**

EXHIBIT "A"

Legal Description of Temporary Construction Easement Area
[APN(s): 163-420-08]

[attached behind this page]

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
APN 163-420-08

THAT PORTION OF LOT 5 OF LOMITA DEL SOL, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1893, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 17, 1926, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WESTERLY 10.00 FEET MEASURED PERPENDICULAR TO THE WESTERLY LINE OF LAND DESCRIBED IN DEED RECORDED APRIL 10, 1985 AS INSTRUMENT NO. 85-122846 OF OFFICIAL RECORDS.

THE SIDELINES OF SAID 10.00-FOOT STRIP OF LAND TERMINATE NORTHERLY IN THE NORTHERLY LINE OF SAID LAND, AND TERMINATE SOUTHERLY IN THE SOUTHERLY LINE OF SAID LAND.

AREA = 1,430 SQUARE FEET, MORE OR LESS.

THIS LEGAL DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.



11/22/13

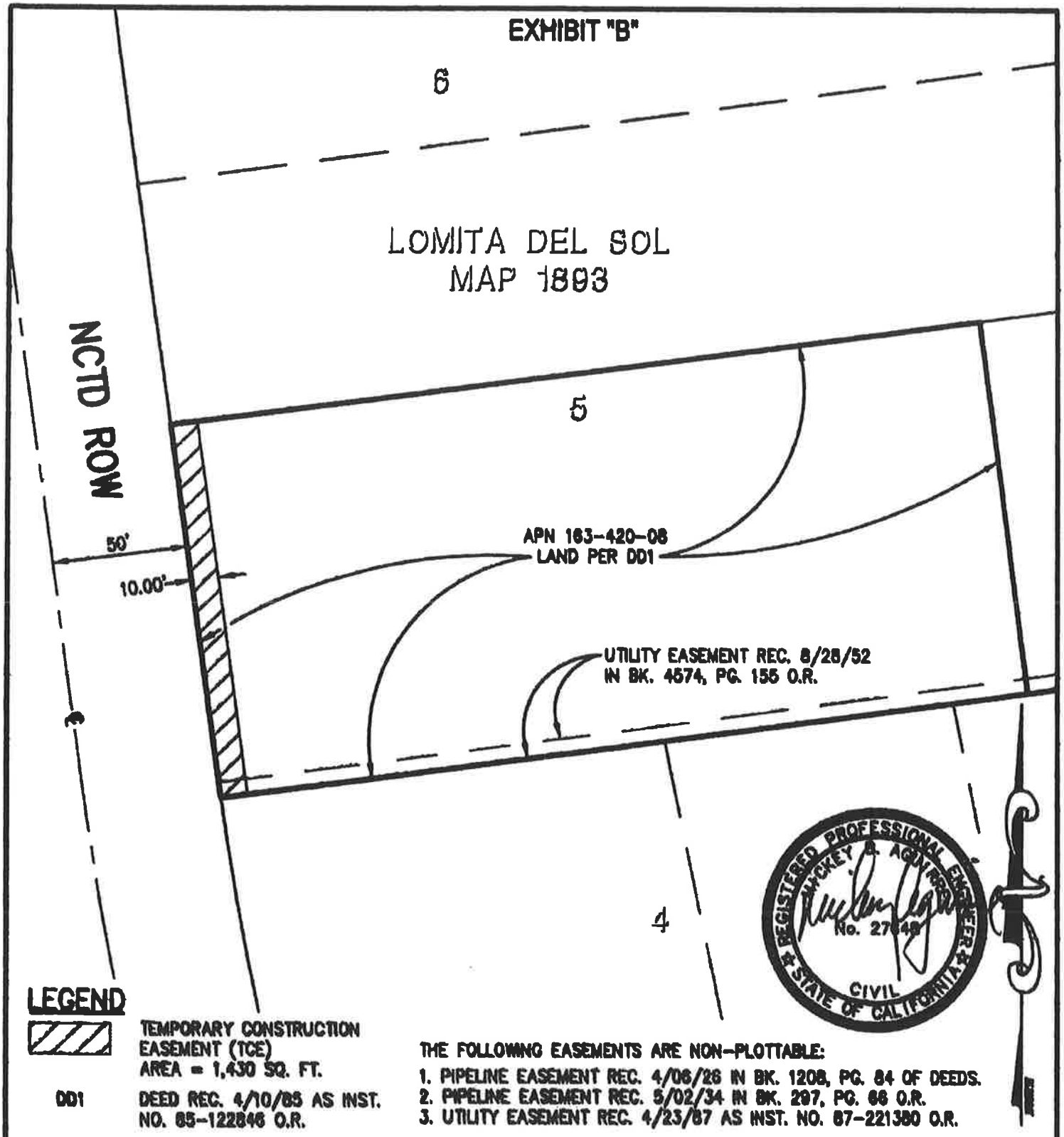
MICKEY B. AGUIRRE RCE 27648

EXHIBIT "B"

Map of Temporary Construction Easement Area
[APN(s): 163-420-08]

[attached behind this page]

EXHIBIT "B"



LEGEND

TEMPORARY CONSTRUCTION EASEMENT (TCE)
AREA = 1,430 SQ. FT.

DD1 DEED REC. 4/10/85 AS INST. NO. 85-122846 O.R.

THE FOLLOWING EASEMENTS ARE NON-PLOTTABLE:

1. PIPELINE EASEMENT REC. 4/06/26 IN BK. 1208, PG. 84 OF DEEDS.
2. PIPELINE EASEMENT REC. 5/02/34 IN BK. 297, PG. 66 O.R.
3. UTILITY EASEMENT REC. 4/23/87 AS INST. NO. 87-221380 O.R.

DESCRIPTION:
A PORTION OF GRANT DEED DESCRIBED IN DOC NO. 85-122846 O.R. 4/10/85

OWNER:
DONALD JACK BROWN REV. TRUST DATED MAY 27, 2004

ADDRESS:
528 W. CALIFORNIA AVE.

INLAND RAIL TRAIL

AGUIRRE & ASSOCIATES
8265 COMMERCIAL ST., SUITE 1, LA MESA, CA 91942
PH: (619)464-6978 FAX: (619)464-7203

SURVEYING · MAPPING · RIGHT-OF-WAY ENGINEERING

SHEET 1 OF 1

SCALE: 1" = 50'

DRAFTED: KA

CHECKED: MA

DATE PREPARED: 10-31-2013

EXHIBIT 12

5003232

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
San Diego Association of Governments
Attn: Emilio Rodriguez, Sr. Engineer
401 B Street, Suite 800
San Diego, California 92101

Portions APN(s.): 163-410-19-00

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

This Grant of Temporary Construction Easement (hereinafter referred to as this "**Instrument**") is made and entered into by the undersigned Umberto Marsella, Trustee of the Umberto Marsella Family Trust dated March 23, 1999 (hereinafter referred to as "**Grantor**"), with reference and respect to that certain Temporary Construction Easement Agreement as further described and/or referenced below in this Instrument (hereinafter referred to as the "**Agreement**"). Grantor represents and warrants that it is the owner in fee simple of certain real property located in the City of Vista, County of San Diego, State of California, more fully described in ATTACHMENT "1" attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** (hereinafter referred to as "**Grantee**"), and its successors and assigns, a temporary and exclusive construction easement and right of way ("Temporary Construction Easement"), over, above, on, under, in, across, along and through that certain portion of the Property more fully described and depicted or illustrated in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Temporary Construction Easement Area**"), for the purpose of all necessary and convenient activities associated with the Inland Rail Trails Project (hereinafter referred to as the "**Project**"), as further described in the Agreement, including, without limitation, construction and/or operation of the Project.

The Temporary Construction Easement shall, unless extended, expire on the date ("**Expiration Date**") that is twelve (12) months from and after the anticipated commencement of construction within the Temporary Construction Easement Area as established in a notice given to Grantor by or on behalf of Grantee pursuant to the Agreement. The Grantee shall have an option to extend the Temporary Construction Easement on a month-to-month basis (and/or as otherwise provided in the Agreement) until construction of the Project is completed. Upon occurrence of the completion of the Project, the then-owners of record of the Property shall have the right to request and, thereafter, receive from Grantee a duly executed and acknowledged instrument in writing whereby Grantee quitclaims or otherwise releases its interest in the Temporary Construction Easement, but not the other terms and provisions of this Instrument, to the said then-owner of record of the Property, and may cause same to be recorded in Official Records of San Diego County, California.

Grantor covenants, by and for itself, its heirs, successors and assigns, including, without limitation, any voluntary and involuntary successor(s)-in-interest to the Property or any part thereof, that Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee's sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the Temporary Construction Easement Area or which may interfere with the use of the Temporary Construction Easement Area; and Grantor shall not permit the erection, placement, or maintenance of any improvement, or undertaking of any other activity, which may interfere with the use of the Temporary Construction Easement Area by Grantee or anyone claiming or using the Temporary Construction Easement Area by, through or under Grantee, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the Temporary Construction Easement Area.

The Temporary Construction Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontractors and workmen to (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement, (ii) use, control and occupy the Temporary Construction Easement Area, (iii) use and temporarily place and operate tools, equipment, machinery, and materials on the Temporary Construction Easement Area, and (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora, including, without limitation, the roots thereof, located within the Temporary Construction Easement Area.

As the Temporary Construction Easement is exclusive, Grantor acknowledges and agrees that, until after the Expiration Date, Grantee has no and retains no right to use the surface or any other part of the Temporary Construction Easement Area for any purpose. Further, prior to the expiration or termination of the Temporary Construction Easement, Grantor shall not grant or dedicate any easement, right or other interest in, to, on, under or over the Temporary Construction Easement Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee's sole and unfettered discretion.

This Instrument, including, without limitation, the grant and other terms and provisions set forth or incorporated by reference herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and under this Instrument and may do so without obtaining the consent of or providing notice to Grantor.

At the expiration of the Temporary Construction Easement, Grantee shall not and shall not be required to restore the Temporary Construction Easement Area to the condition, or as near as practicable to the condition, that existed immediately prior to Grantee's operations; instead Grantee shall put the Temporary Construction Easement Area in a neat and clean condition with the soil compacted to a reasonable degree; provided, however, that Grantee's obligations in this regard shall not apply with respect to reasonable wear and tear or any changed condition or circumstance not resulting from Grantee's operations, including, without limitation, Grantee's negligence or greater fault. Similarly, Grantee shall not be required to restore (to their pre-existing condition) any vegetation, landscaping or improvements for which the Grantor has (and Grantor hereby acknowledges and agrees that Grantor has) been paid. Additionally, it is understood that, upon said expiration or termination of the Temporary Construction Easement,

Grantee shall have no other or further obligation, liability or duty in connection with the Property.

The covenants contained in this Instrument shall run with the land.

This Instrument arises from the Agreement as entered into by Grantor and Grantee on or about APR. 27, 2016. The terms and provisions of the Agreement are incorporated into this Instrument by this reference as if set forth in this Instrument in full. Appropriately interested parties may inspect a copy of the Agreement at the offices of Grantee.

This Instrument together with the Agreement contains the entire agreement of the parties relating to the subject matter hereof, including, without limitation, the rights herein granted and the obligations herein assumed. Any oral representations concerning or modifications of this Instrument or the Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed on the date set forth below.

Dated: 4/27/16

GRANTOR:

Umberto Marsella, Trustee of The Umberto Family Trust dated March 23, 1999

By: _____

Name: Umberto MARSELLA Sr.

Title: Trustee

NOTARY ACKNOWLEDGMENT

(California All-Purpose Acknowledgment)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On April 27, 2016 before me, Oscar Rene Cordon, notary public, personally appeared Umberto Masella,
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.

OSCAR RENE CORDON
Commission # 2093091
Notary Public - California
Los Angeles County
My Comm. Expires Dec 15, 2018

Signature of Notary Public

351825_1

5003232

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Temporary Construction Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
Gary Gallegos (or designee)
Executive Director

Date: 8-10-2016

351825_1

ATTACHMENT "1"

Legal Description of Property
[APN(s): 163-410-19-00]

[attached behind this page]

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Diego, City of Vista and described as follows:

All that portion of Lot Seven in Lomita Del Sol, in the County of San Diego, State of California, according to Map thereof No. 1893, filed in the office of the County Recorder of San Diego County, March 17, 1928, described as follows:

Beginning at the Southwest corner of said Lot 7; thence along the Westerly boundary line of said Lot 7, North 8° 10' 12" West 110.00 feet; thence leaving said Westerly boundary line North 81° 49' 48" East 562.97 feet to a point in the Easterly line of said Lot 7, said Easterly boundary line being the Westerly boundary line of California Avenue as shown on said Map No. 1893; thence along said Easterly boundary line of said Lot 7 and Westerly boundary line of said California Avenue South 9° 35' 11" West 115.50 feet to the Southeast corner of said Lot 7; thence along the Southerly boundary line of said Lot, South 81° 49' 948" West, 527.75 feet to the point of beginning.

APN: 163-410-19-00
(End of Legal Description)

EXHIBIT "A"

Legal Description of Temporary Construction Easement Area
[APN(s): 163-410-19-00]

[attached behind this page]

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT
APN: 163-410-19-00

ALL THAT PORTION OF LOT 7 IN LOMITA DEL SOL, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1893, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 17, 1926, AS DEFINED BY RECORD OF SURVEY NO. 10691, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER AUGUST 21, 1986, MORE PRECISELY DESCRIBED AS;

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL, SAID POINT BEING THE **POINT OF BEGINNING**; THENCE NORTH 07°37'45" WEST ALONG THE WESTERLY LINE OF SAID PARCEL, A DISTANCE OF 110.00 FEET; THENCE NORTH 82°19'36" EAST ALONG THE NORTHERLY LINE OF SAID PARCEL, A DISTANCE OF 100.00 FEET; THENCE LEAVING SAID LINE SOUTH 07°40'42" EAST, A DISTANCE OF 109.99 FEET TO THE SOUTHERLY LINE OF SAID PARCEL; THENCE ALONG SAID LINE SOUTH 82°19'18" WEST, A DISTANCE OF 100.09 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 11,005 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

THIS LEGAL DESCRIPTION IS NOT INTENDED TO BE USED IN THE CONVEYANCE OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.



STEVEN A. HEISE, PLS 8788

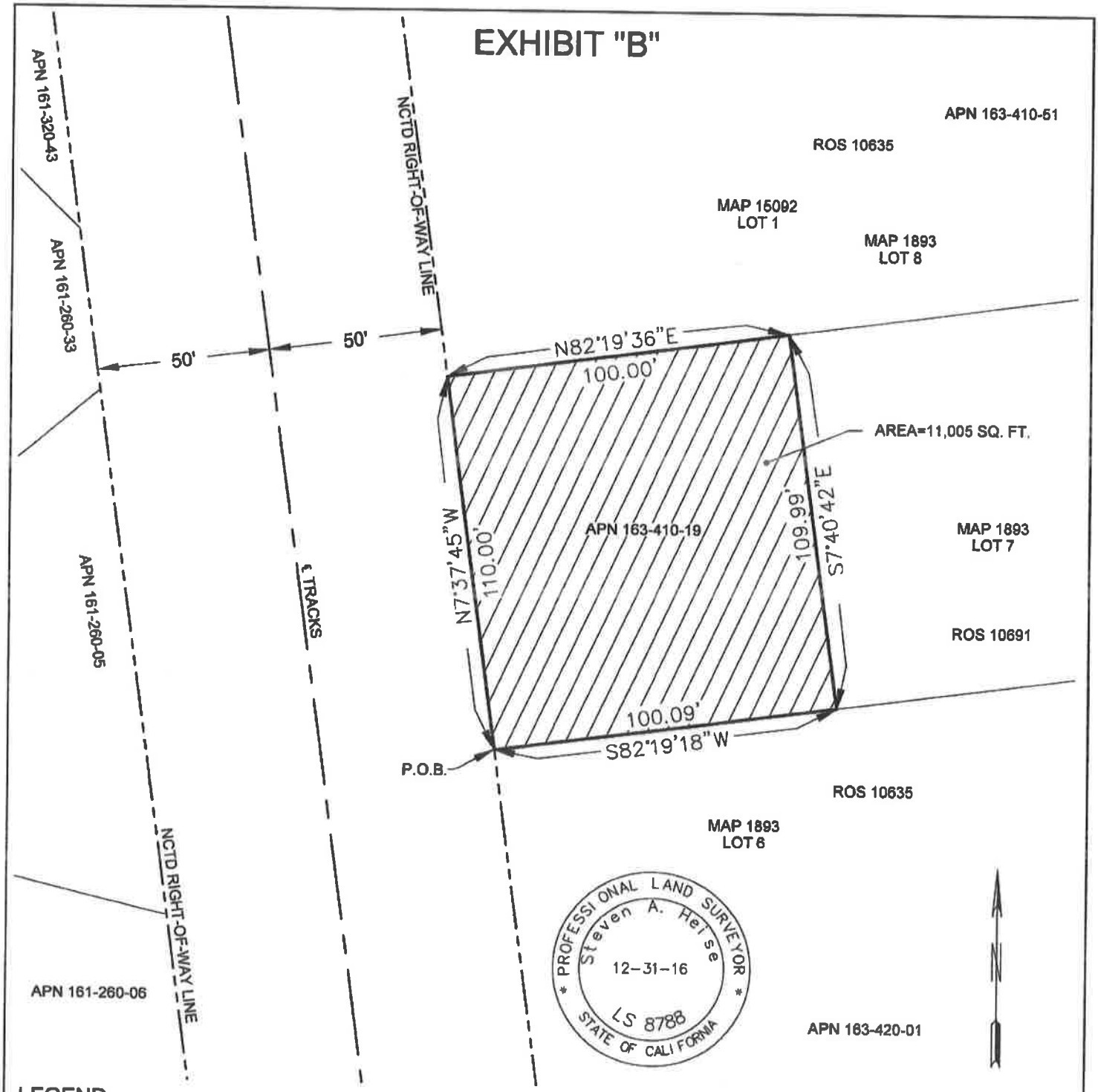
DATE: DECEMBER 18, 2015

EXHIBIT "B"

Map of Temporary Construction Easement Area
[APN(s): 163-410-19-00]

[attached behind this page]

EXHIBIT "B"



LEGEND

- TEMPORARY CONSTRUCTION EASEMENT
- EXISTING EASEMENT
- EXISTING LOT/PARCEL LINE
- TRACK CENTERLINE
- EXISTING NCTD RIGHT-OF-WAY LINE

DESCRIPTION: PORTION OF LOT 7 IN LOMITA DEL SOL MAP No. 1893	INLAND RAIL TRAIL	SHEET 1 OF 1
OWNER: MARSELLA UMBERTO FAMILY TRUST	DOKKEN ENGINEERING	SCALE: SCALE: 1" = 40'
ADDRESS: 636 W CALIFORNIA AVENUE VISTA, CA	8975 RIPPIN ROAD SUITE 200 SAN DIEGO, CA 92123 (858) 814-0177	DRAFTED: AB
		CHECKED: SH
		DATE PREPARED: DECEMBER 2015

EXHIBIT 13

GRANT OF EASEMENT FOR PUBLIC BIKEWAY, BIKE PATH AND/OR BIKE TRAIL PURPOSES

RECORDING REQUESTED BY &
WHEN RECORDED MAIL TO:
San Diego Association of Governments
Attn: Emilio Rodriguez, Senior Engineer
401 B Street, Ste. 800
San Diego, California 92101-4231

Portions APN(s): 163-410-01

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

EASEMENT DEED

Grant of Easement for Public Bikeway, Bike Path and/or Bike Trail Purposes

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by William D. Smith ("**Grantor**"), Grantor does hereby GRANT and CONVEY to the San Diego Association of Governments ("**Grantee**"), and its successors and assigns, an exclusive easement for public bikeway, bike path and/or bike trail purposes, including without limitation bikeway, bike path and/or bike trail right of way, and appurtenances and uses associated therewith, as well as incidentals thereto, over, above, on, under, in, across, along and through that certain portion of Grantor's real property located in the City of Vista, County of San Diego, State of California, more particularly described in the legal description attached hereto as Exhibit "A" and depicted or illustrated on the map attached hereto as Exhibit "B"; both of such attachments / exhibits are incorporated herein by this reference.

The easement rights granted herein, and the rights of Grantee hereunder and pursuant hereto, shall include the right to use of the easement and/or the easement area or any part(s) of it for public bikeway, bike path, sidewalk, walkway, path and/or trail and bicycle and similar vehicle as well as pedestrian use, access, ingress and egress purposes, including without limitation the installation and maintenance of a public bikeway, bike path, sidewalk, walkway, path and/or trail, together with any and all appurtenances pertaining thereto, over, above, on, under, in, across, along and through the real property.

The appurtenances and uses associated with the easement granted herein and the incidentals to such easement include, without limitation, the following: retaining walls, drainage, ditches and public utilities as well as general utility purposes for any and all utility service facilities, including, but not limited to, poles, pipes, drains, ditches, wires, cables, lines, pipelines and conduits for electrical, telephone, television, telecommunication, gas, storm, storm water, sanitary, sewer, water, drainage and other utility services, and all appurtenances and uses pertaining thereto and/or associated therewith, together with the right to trim and remove trees and other vegetation, over, above, on, under, in, across, along and through the real property.

Therefore, the easement rights granted herein, and the rights of Grantee hereunder and pursuant hereto, shall also include the following: the right of ingress and egress, from and to the easement and the easement area described in this instrument, across the lands of Grantor for all purposes convenient or useful in connection with or incidental to the use or the exercise of the rights granted in this instrument at locations that will not unreasonably interfere with Grantor's reasonable use of the remainder of Grantor's property; the right to construct, reconstruct, repair, replace, operate and maintain said facilities, including without limitation construction, installation, operation, maintenance, repair, replacement, removal and/or enlargement of a retaining wall or walls, a ditch or ditches and/or a drain or drains, including without limitation a water, storm water and/or waste water drain(s), drainage and other ditch(es), channel(s), pipe(s), pipeline(s), basin(s) and/or catch basin(s), together with any and all appurtenances pertaining thereto, and the right to enter upon, pass and re-pass over, along and beside said easement and the easement area; and the right to deposit tools, implements and materials thereon by said Grantee, its officers, agents, representatives, employees, successors and assigns, and by any consultant, contractor, subcontractor, supplier and its or their officers, agents, representatives and employees engaged by, through or under Grantee, its successors and assigns, whenever and wherever necessary for the purposes set forth in this instrument.

The term Grantor as used in this instrument shall mean and include, and this conveyance is binding upon, the Grantor named herein as well as such Grantor's heirs, assigns and/or successors-in-interest.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated: July 11, 2016

GRANTOR: William D. Smith

By: William D. Smith

William D. Smith

Title: GRANTOR

Smith, Wm. PE

EXHIBIT "A"
LEGAL DESCRIPTION

PERMANENT PATH EASEMENT
ASSESSOR PARCEL NUMBER: 163-410-01-00

THAT PORTION OF THE WESTERLY 80 FEET OF LOT 10 OF LOMITA DEL SOL, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NUMBER 1893, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, MARCH 17, 1926, THE EASTERLY LINE OF SAID WESTERLY 80 FEET BEING DRAWN PARALLEL WITH AND DISTANT 80 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY LINE OF SAID LOT 10, BEING MORE PRECISELY DESCRIBED AS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT; THENCE ON THE NORTH LINE NORTH 81°37'52" EAST, A DISTANCE OF 6.50 FEET TO THE **POINT OF BEGINNING 1**; THENCE LEAVING SAID NORTHERLY LINE SOUTH 07°37'50" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 21°08'52" WEST, A DISTANCE OF 11.42 FEET; THENCE SOUTH 07°37'45" EAST, A DISTANCE OF 21.72 FEET; THENCE SOUTH 82°22'15" WEST, A DISTANCE OF 1.00 FEET TO THE WESTERLY LINE OF SAID LOT; THENCE ON SAID WESTERLY LINE NORTH 07°37'45" WEST, A DISTANCE OF 46.66 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT; THENCE ALONG THE NORTHERLY LINE OF SAID LOT NORTH 81°37'52" EAST, A DISTANCE OF 6.50 FEET TO THE **POINT OF BEGINNING 1.**

CONTAINING 157 SQUARE FEET, MORE OR LESS.

BEARINGS AND DISTANCES USED IN THIS DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6, PER ROS 16709.

ATTACHED HERETO IS A PLAT OF SAID PARCEL, LABELED EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

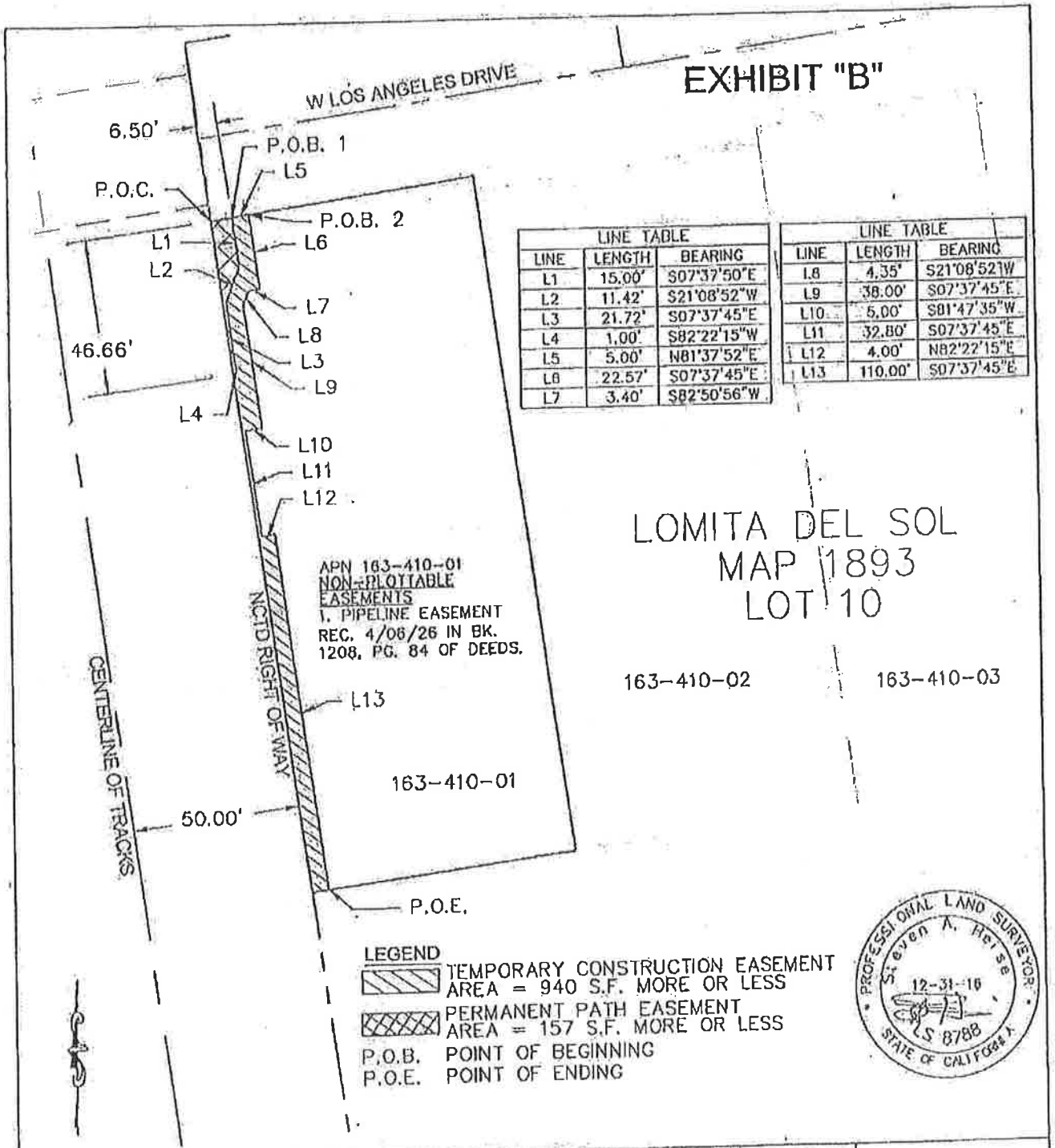
THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.



STEVEN A. HEISE – PLS 8788
LICENSE EXPIRATION: 12-31-2016

DATED 03-08-2016

EXHIBIT "B"



LINE TABLE		
LINE	LENGTH	BEARING
L1	15.00'	S07°37'50"E
L2	11.42'	S21°08'52"W
L3	21.72'	S07°37'45"E
L4	1.00'	S82°22'15"W
L5	5.00'	N81°37'52"E
L6	22.57'	S07°37'45"E
L7	3.40'	S82°50'56"W

LINE TABLE		
LINE	LENGTH	BEARING
L8	4.35'	S21°08'52"W
L9	38.00'	S07°37'45"E
L10	5.00'	S81°47'35"W
L11	32.80'	S07°37'45"E
L12	4.00'	N82°22'15"E
L13	110.00'	S07°37'45"E

LOMITA DEL SOL
MAP 1893
LOT 10

163-410-02

163-410-03

LEGEND

TEMPORARY CONSTRUCTION EASEMENT
AREA = 940 S.F. MORE OR LESS

PERMANENT PATH EASEMENT
AREA = 157 S.F. MORE OR LESS

P.O.B. POINT OF BEGINNING
P.O.E. POINT OF ENDING

PROFESSIONAL LAND SURVEYOR
Steven A. Reise
12-31-16
LS 8788
STATE OF CALIFORNIA

BRIEF DESCRIPTION: THE WESTERLY 80' OF LOT 10, MAP 1893, RECORDED MARCH 17, 1926.

OWNER:
WILLIAM D. SMITH

ADDRESS:
498 W LOS ANGELES DRIVE
VISTA, CA 92083

INLAND RAIL TRAIL

DOKKEN ENGINEERING

6876 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123
(858) 614-0377

SHEET 1 OF 1

SCALE: 1" = 40'

DRAFTED: AB

CHECKED: SH

DATE: 03/08/2016

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

RECORDING REQUESTED BY &
WHEN RECORDED MAIL TO:
San Diego Association of Governments
Attn: Emilio Rodriguez, Senior Engineer
401 B Street, Suite 800
San Diego, California 92101

Portions APN(s.): 163.410-01

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

This Grant of Temporary Construction Easement (hereinafter referred to as this "**Instrument**") is made and entered into by the undersigned William D. Smith (hereinafter referred to as "**Grantor**"), with reference and respect to that certain Temporary Construction Easement Agreement [or Agreement of Purchase and Sale and Joint Escrow Instructions] as further described and referenced in the second to last paragraph of this Instrument (hereinafter referred to as the "**Agreement**"). Grantor represents and warrants that it is the owner in fee simple of certain real property located in the City of Vista, County of San Diego, State of California, more fully described in ATTACHMENT "1" attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** (hereinafter referred to as "**Grantee**"), and its successors and assigns, a temporary and exclusive construction easement and right of way ("Temporary Construction Easement"), over, above, on, under, in, across, along and through that certain portion of the Property more fully described and depicted or illustrated in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Temporary Construction Easement Area**"), for the purpose of all necessary and convenient activities associated with the Inland Rail Trails Project (hereinafter referred to as the "**Project**"), as further described in the Agreement, including, without limitation, construction and/or operation of the Project.

The Temporary Construction Easement shall, unless extended, expire on the date ("**Expiration Date**") that is twelve (12) months from and after the anticipated commencement of construction within the Temporary Construction Easement Area as established in a notice given to Grantor by or on behalf of Grantee pursuant to the Agreement. The Grantee shall have an option to extend the Temporary Construction Easement on a month-to-month basis (and/or as otherwise provided in the Agreement) until construction of the Project is completed. Upon occurrence of the completion of the Project, the then-owners of record of the Property shall have the right to request and, thereafter, receive from Grantee a duly executed and acknowledged instrument in writing whereby Grantee quitclaims or otherwise releases its interest in the Temporary Construction Easement, but not the other terms and provisions of this Instrument, to

the said then-owner of record of the Property, and may cause same to be recorded in Official Records of San Diego County, California.

Grantor covenants, by and for itself, its heirs, successors and assigns, including, without limitation, any voluntary and involuntary successor(s)-in-interest to the Property or any part thereof, that Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee's sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the Temporary Construction Easement Area or which may interfere with the use of the Temporary Construction Easement Area; and Grantor shall not permit the erection, placement, or maintenance of any improvement, or undertaking of any other activity, which may interfere with the use of the Temporary Construction Easement Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the Temporary Construction Easement Area.

The Temporary Construction Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontractors and workmen to (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement, (ii) use, control and occupy the Temporary Construction Easement Area, (iii) use and temporarily place and operate tools, equipment, machinery, and materials on the Temporary Construction Easement Area, and (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora, including, without limitation, the roots thereof, located within the Temporary Construction Easement Area.

As the Temporary Construction Easement is exclusive, Grantor acknowledges and agrees that, until after the Expiration Date, Grantee has no or retains no right to use the surface or any other part of the Temporary Construction Easement Area for any purpose. Further, prior to the expiration or termination of the Temporary Construction Easement, Grantor shall not grant or dedicate any easement, right or other interest in, to, on, under or over the Temporary Construction Easement Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee's sole and unfettered discretion.

This Instrument, including, without limitation, the grant and other terms and provisions set forth or incorporated by reference herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and under this Instrument and may do so without obtaining the consent of or providing notice to Grantee.

At the expiration of the Temporary Construction Easement, Grantee shall not and shall not be required to restore the Temporary Construction Easement Area to the condition, or as near as practicable to the condition, that existed immediately prior to Grantee's operations; instead Grantee shall put the Temporary Construction Easement Area in a neat and clean condition with the soil compacted to a reasonable degree; provided, however, that Grantee's obligations in this regard shall not apply with respect to reasonable wear and tear or any changed condition or circumstance not resulting from Grantee's operations, including, without limitation, Grantee's negligence or greater fault. Similarly, Grantee shall not be required to restore (to their pre-existing condition) any vegetation, landscaping or improvements for which the Grantor has (and Grantor hereby acknowledges and agrees that Grantor has) been paid. Additionally, it is

understood that, upon said expiration or termination of the Temporary Construction Easement, Grantee shall have no other or further obligation, liability or duty in connection with the Property.

The covenants contained in this Instrument shall run with the land.

This Instrument arises from the Agreement as entered into by Grantor and Grantee on or about _____ __, 2016. The terms and provisions of the Agreement are incorporated into this Instrument by this reference as if set forth in this Instrument in full. Appropriately interested parties may inspect a copy of the Agreement at the offices of Grantee.

This Instrument together with the Agreement contains the entire agreement of the parties relating to the subject matter hereof, including, without limitation, the rights herein granted and the obligations herein assumed. Any oral representations concerning or modifications of this Instrument or the Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed on the date set forth below.

Dated: July 11, 2016

GRANTOR:

William D. Smith

By: William D. Smith
William D. Smith

Title: GRANTOR

Smith, Wm.TCE

ATTACHMENT 1

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Diego, City of Vista and described as follows:

The Westerly 80 feet o Lot 10 of Lomita Del Sol, in the City of Vista, County of San Diego, State of California, according to Map No. 1893, filed in the Office of the County Recorder of San Diego County, March 17, 1926, the Easterly line of said Westerly 80 feet being drawn parallel with and distant 80 feet Easterly, measured at right angles, from the Westerly line of said Lot 10.

Excepting therefrom all right, title and interest in and to all petroleum, coal, oil, naphtha, natural gas, and other hydrocarbons and like substances, including asphaltum and brea and all minerals of whatever nature.

APN: 163-410-01
(End of Legal Description)

EXHIBIT "A"
LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT
ASSESSOR PARCEL NUMBER: 163-410-01-00

THAT PORTION OF THE WESTERLY 80 FEET OF LOT 10 OF LOMITA DEL SOL, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NUMBER 1893, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, MARCH 17, 1926, THE EASTERLY LINE OF SAID WESTERLY 80 FEET BEING DRAWN PARALLEL WITH AND DISTANT 80 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY LINE OF SAID LOT 10, BEING MORE PRECISELY DESCRIBED AS:

ALL THAT PORTION OF SAID LOT LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE, COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT; THENCE ON THE NORTHERLY LINE NORTH 81°37'52" EAST, A DISTANCE OF 11.50 FEET TO THE POINT OF BEGINNING 2; THENCE LEAVING SAID NORTHERLY LINE SOUTH 07°37'45" EAST, A DISTANCE OF 22.57 FEET; THENCE SOUTH 82°50'56" WEST, A DISTANCE OF 3.40 FEET; THENCE SOUTH 21°08'52" WEST, A DISTANCE OF 4.35 FEET; THENCE SOUTH 07°37'45" EAST, A DISTANCE OF 38.00 FEET; THENCE SOUTH 81°47'35" WEST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 07°37'45" EAST, A DISTANCE OF 32.80 FEET; THENCE NORTH 82°22'15" EAST, A DISTANCE OF 4.00 FEET; THENCE SOUTH 07°37'45" EAST, A DISTANCE OF 110.00 FEET TO THE SOUTHERLY LINE OF SAID LOT BEING THE POINT OF ENDING.

EXCEPTING THEREFROM ALL THAT PORTION OF SAID LOT DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT; THENCE ON THE NORTH LINE NORTH 81°37'52" EAST, A DISTANCE OF 6.50 FEET TO THE POINT OF BEGINNING 1; THENCE LEAVING SAID NORTHERLY LINE SOUTH 07°37'50" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 21°08'52" WEST, A DISTANCE OF 11.42 FEET; THENCE SOUTH 07°37'45" EAST, A DISTANCE OF 21.72 FEET; THENCE SOUTH 82°22'15" WEST, A DISTANCE OF 1.00 FEET TO THE WESTERLY LINE OF SAID LOT; THENCE ON SAID WESTERLY LINE NORTH 07°37'45" WEST, A DISTANCE OF 46.66 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT; THENCE ALONG THE NORTHERLY LINE OF SAID LOT NORTH 81°37'52" EAST, A DISTANCE OF 6.50 FEET TO THE POINT OF BEGINNING 1.

CONTAINING 940 SQUARE FEET, MORE OR LESS.

BEARINGS AND DISTANCES USED IN THIS DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6, PER ROS 16709.

ATTACHED HERETO IS A PLAT OF SAID PARCEL, LABELED EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

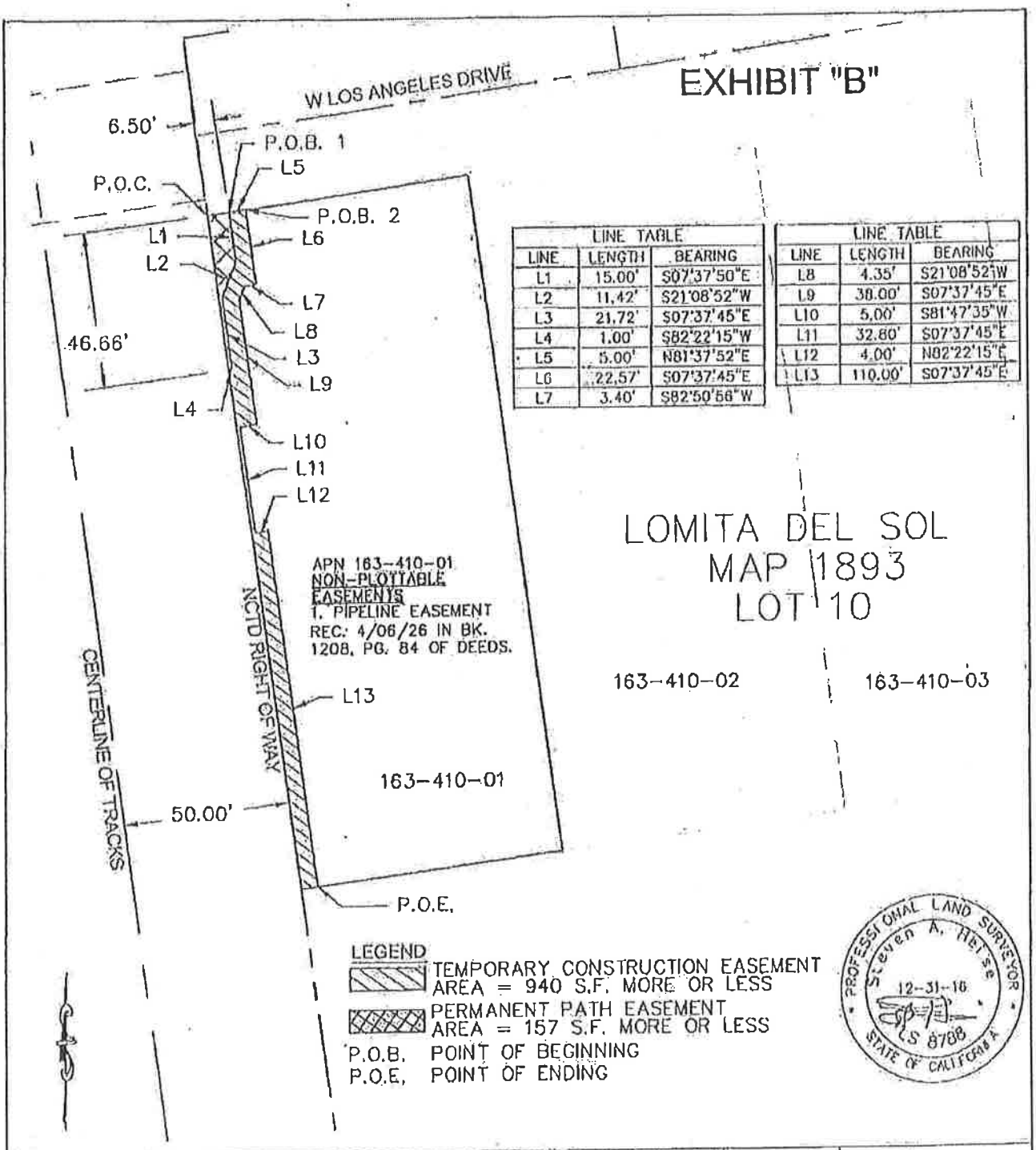
THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.



STEVEN A. HEISE – PLS 8788
LICENSE EXPIRATION: 12-31-2016

DATED 03-08-2016

EXHIBIT "B"



LINE TABLE		
LINE	LENGTH	BEARING
L1	15.00'	S07°37'50"E
L2	11.42'	S21°08'52"W
L3	21.72'	S07°37'45"E
L4	1.00'	S82°22'15"W
L5	5.00'	N81°37'52"E
L6	22.57'	S07°37'45"E
L7	3.40'	S82°50'56"W

LINE TABLE		
LINE	LENGTH	BEARING
L8	4.35'	S21°08'52"W
L9	38.00'	S07°37'45"E
L10	5.00'	S81°47'35"W
L11	32.80'	S07°37'45"E
L12	4.00'	N82°22'15"E
L13	110.00'	S07°37'45"E

PROFESSIONAL LAND SURVEYOR
Steven A. Hetse
12-31-16
LS 8788
STATE OF CALIFORNIA

BRIEF DESCRIPTION: THE WESTERLY 80' OF LOT 10, MAP 1893, RECORDED MARCH 17, 1926.

OWNER:
WILLIAM D. SMITH

ADDRESS:
498 W LOS ANGELES DRIVE
VISTA, CA 92083

INLAND RAIL TRAIL

DOKKEN ENGINEERING

5626 RUFFIN ROAD
SUITE 260
SAN DIEGO, CA 92123
(858) 514-0037

SHEET 1 OF 1

SCALE: 1" = 40'

DRAFTED: AB

CHECKED: SH

DATE: 03/08/2016

EXHIBIT 14

RECORDING REQUESTED BY:
Chicago Title Insurance Company
1406 S. Santa Fe Avenue
Vista, CA 92084
Escrow and Order No. _____

THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON SEP 26, 2014
DOCUMENT NUMBER 2014-0418326
Ernest J. Dronenburg, Jr., COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE
TIME: 10:02 AM

WHEN RECORDED MAIL TO:
San Diego Association of Governments
Attn: Emilio Rodriguez, Senior Engineer
401 B Street, Suite 800
San Diego, California 92101

Portions APN(s.): 161-142-01

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

This Grant of Temporary Construction Easement (hereinafter referred to as this "**Instrument**") is made and entered into by the undersigned MARTHA ORTIZ (hereinafter referred to as "**Grantor**"), with reference and respect to that certain Temporary Construction Easement Agreement **[or** Agreement of Purchase and Sale and Joint Escrow Instructions] as further described and referenced in the second to last paragraph of this Instrument (hereinafter referred to as the "**Agreement**"). Grantor represents and warrants that it is the owner in fee simple of certain real property located in the [City of Vista,] County of San Diego, State of California, more fully described in ATTACHMENT "1" attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby GRANT and CONVEY to the **San Diego Association of Governments** (hereinafter referred to as "**Grantee**"), and its successors and assigns, a temporary and exclusive construction easement and right of way ("Temporary Construction Easement"), over, above, on, under, in, across, along and through that certain portion of the Property more fully described and depicted or illustrated in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Temporary Construction Easement Area**"), for the purpose of all necessary and convenient activities associated with the Inland Rail Trails Project (hereinafter referred to as the "**Project**"), as further described in the Agreement, including, without limitation, construction and/or operation of the Project.

The Temporary Construction Easement shall, unless extended, expire on the date ("**Expiration Date**") that is twelve (12) months from and after the anticipated commencement of construction within the Temporary Construction Easement Area as established in a notice given to Grantor by or on behalf of Grantee pursuant to the Agreement. The Grantee shall have an option to extend the Temporary Construction Easement on a month-to-month basis (and/or as otherwise provided in the Agreement) until construction of the Project is completed. Upon occurrence of the completion of the Project, the then-owners of record of the Property shall have the right to request and, thereafter, receive from Grantee a duly executed and acknowledged instrument in writing whereby Grantee quitclaims or otherwise releases its interest in the Temporary Construction Easement, but not the other terms and provisions of this Instrument, to

the said then-owner of record of the Property, and may cause same to be recorded in Official Records of San Diego County, California.

Grantor covenants, by and for itself, its heirs, successors and assigns, including, without limitation, any voluntary and involuntary successor(s)-in-interest to the Property or any part thereof, that Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee's sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the Temporary Construction Easement Area or which may interfere with the use of the Temporary Construction Easement Area; and Grantor shall not permit the erection, placement, or maintenance of any improvement, or undertaking of any other activity, which may interfere with the use of the Temporary Construction Easement Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the Temporary Construction Easement Area.

The Temporary Construction Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontrators and workmen to (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement, (ii) use, control and occupy the Temporary Construction Easement Area, (iiii) use and temporarily place and operate tools, equipment, machinery, and materials on the Temporary Construction Easement Area, and (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora, including, without limitation, the roots thereof, located within the Temporary Construction Easement Area.

As the Temporary Construction Easement is exclusive, Grantor acknowledges and agrees that, until after the Expiration Date, Grantee has no or retains no right to use the surface or any other part of the Temporary Construction Easement Area for any purpose. Further, prior to the expiration or termination of the Temporary Construction Easement, Grantor shall not grant or dedicate any easement, right or other interest in, to, on, under or over the Temporary Construction Easement Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee's sole and unfettered discretion.

This Instrument, including, without limitation, the grant and other terms and provisions set forth or incorporated by reference herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and under this Instrument and may do so without obtaining the consent of or providing notice to Grantee.

At the expiration of the Temporary Construction Easement, Grantee shall not and shall not be required to restore the Temporary Construction Easement Area to the condition, or as near as practicable to the condition, that existed immediately prior to Grantee's operations; instead Grantee shall put the Temporary Construction Easement Area in a neat and clean condition with the soil compacted to a reasonable degree; provided, however, that Grantee's obligations in this regard shall not apply with respect to reasonable wear and tear or any changed condition or circumstance not resulting from Grantee's operations, including, without limitation, Grantee's negligence or greater fault. Similarly, Grantee shall not be required to restore (to their pre-existing condition) any vegetation, landscaping or improvements for which the Grantor has (and Grantor hereby acknowledges and agrees that Grantor has) been paid. Additionally, it is

understood that, upon said expiration or termination of the Temporary Construction Easement, Grantee shall have no other or further obligation, liability or duty in connection with the Property.

The covenants contained in this Instrument shall run with the land.

This Instrument arises from the Agreement as entered into by Grantor and Grantee on or about March 15th, 2014. The terms and provisions of the Agreement are incorporated into this Instrument by this reference as if set forth in this Instrument in full. Appropriately interested parties may inspect a copy of the Agreement at the offices of Grantee.

This Instrument together with the Agreement contains the entire agreement of the parties relating to the subject matter hereof, including, without limitation, the rights herein granted and the obligations herein assumed. Any oral representations concerning or modifications of this Instrument or the Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed on the date set forth below.

Dated: 3/15/14

GRANTOR:

MARTHA ORTIZ

By: Martha Ortiz

Name: _____

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On March 15, 2014 before me, Doreen Rodriguez notary public, personally appeared Martha Ortiz,
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.

DOREEN RODRIGUEZ
Commission # 1966203
Notary Public - California
San Diego County
My Comm. Expires Jan 9, 2016

Doreen Rodriguez
Signature of Notary Public

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Temporary Construction Easement to the San Diego Association of Governments (SANDAG), a California legislatively-created regional planning agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 120240 of the Public Utilities Code, and delegated to said officer pursuant to SANDAG Board Policy 17, and the Grantee consents to the recordation thereof by its duly authorized officer.

SAN DIEGO ASSOCIATION OF GOVERNMENTS,
a California legislatively-created regional planning agency

By: _____
for Gary Gallegos (or designee) Kim Kawada
Executive Director

Date: 4-25-2014

ATTACHMENT "1"

Legal Description of Property
[APN(s): 161-142-01]

[attached behind this page]

EXHIBIT A
LEGAL DESCRIPTION

The land referred to herein is situated in the State of CALIFORNIA, County of SAN DIEGO, and described as follows:

LOT 51 OF MELODY PARK UNIT NO. 2, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 4003, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 29, 1958.

Assessor's Parcel Number: 161-142-01-00

EXHIBIT "A"

Legal Description of Temporary Construction Easement Area
[APN(s): 161-142-01]

[attached behind this page]

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
APN 161-142-01

THAT PORTION OF LOT 51 OF MELODY PARK UNIT NO. 2, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 4003, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 20, 1958, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 51;

1. THENCE ALONG THE WESTERLY LINE THEREOF NORTH 7°37'45" WEST 136.64 FEET;
2. THENCE LEAVING SAID WESTERLY LINE NORTH 82°22'15" EAST 5.00 FEET;
3. THENCE SOUTH 7°37'45" EAST 130.58 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 51;
4. THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 31°54'19" WEST 7.85 FEET TO THE **POINT OF BEGINNING.**

TOGETHER WITH

THAT PORTION OF SAID LOT 51, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT; THENCE ALONG THE WESTERLY LINE THEREOF NORTH 7°37'45" WEST 161.64 FEET TO THE **TRUE POINT OF BEGINNING**;

1. THENCE CONTINUING ALONG SAID WESTERLY LINE NORTH 7°37'45" WEST 24.66 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 51 AND THE BEGINNING OF A NON-TANGENT 359.98-FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 12°35'36" EAST;
2. THENCE ALONG SAID NORTHEASTERLY LINE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°14'18" A DISTANCE OF 120.87 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 51;
3. THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 31°54'19" WEST 10.00 FEET TO THE BEGINNING OF A NON-TANGENT 349.98-FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 31°49'46" EAST;
4. THENCE LEAVING SAID SOUTHEASTERLY LINE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°45'12" A DISTANCE OF 108.44 FEET;
5. THENCE SOUTH 7°37'45" EAST 12.04 FEET;
6. THENCE SOUTH 82°22'15" WEST 5.00 FEET TO THE **TRUE POINT OF BEGINNING.**

AREA = 1,906 SQUARE FEET, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6

THIS LEGAL DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

11/22/13

MICKEY B. AGUIRRE, RCE 27648

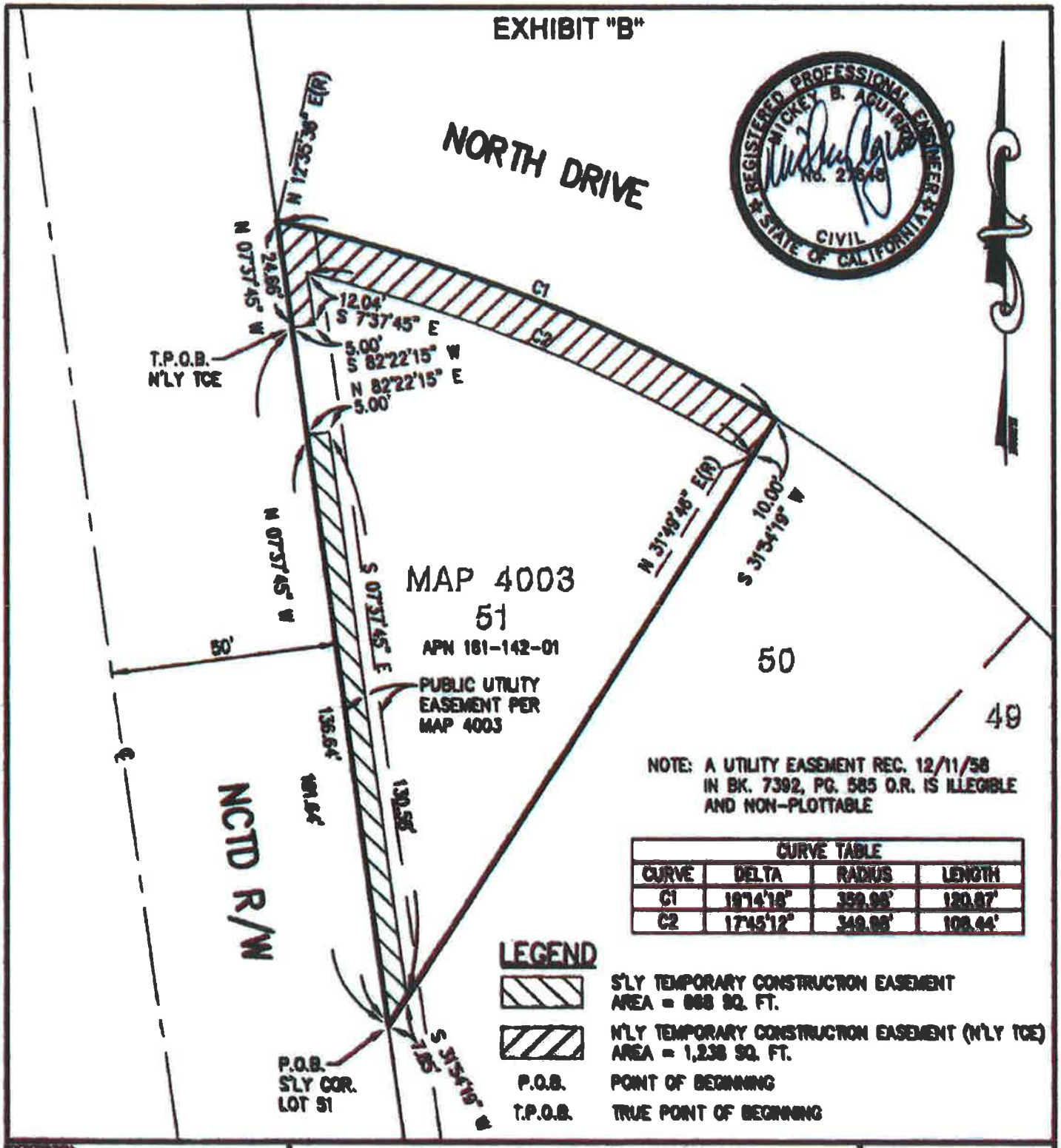


EXHIBIT "B"

Map of Temporary Construction Easement Area
[APN(s): 161-142-01]

[attached behind this page]

EXHIBIT "B"



NOTE: A UTILITY EASEMENT REC. 12/11/58 IN BK. 7392, PG. 585 O.R. IS ILLEGIBLE AND NON-PLOTTABLE

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	19°14'18"	359.99'	120.87'
C2	17°45'12"	349.99'	108.44'

LEGEND

- S'LY TEMPORARY CONSTRUCTION EASEMENT AREA = 888 SQ. FT.
- N'LY TEMPORARY CONSTRUCTION EASEMENT (N'LY TCE) AREA = 1,238 SQ. FT.
- P.O.B. POINT OF BEGINNING
- T.P.O.B. TRUE POINT OF BEGINNING

REGISTERED PROFESSIONAL ENGINEER
MICKEY B. AGUIRRE
No. 27648
CIVIL
STATE OF CALIFORNIA

DESCRIPTION: A PORTION OF LOT 51 OF MAP 4003

OWNER: MARTHA ORTIZ

ADDRESS: 1140 NORTH DRIVE

INLAND RAIL TRAIL

AGUIRRE & ASSOCIATES
6888 COMMERCIAL ST., SUITE 1, LA MESA, CA 91942
PH: (619)464-6878 FAX: (619)464-7203
SURVEYING · MAPPING · RIGHT-OF-WAY ENGINEERING

SHEET 1 OF 1

SCALE: 1" = 30'

DRAFTED: KA

CHECKED: MA

DATE PREPARED: 10-31-2013

Re-Authorization Resolutions

Inland Rail Trail, San Marcos to Vista Segment Phases 3 and 4

Board of Directors | Item 10
February 23, 2024

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Inland Rail Trail Project



- 21-mile Class 1 bikeway
- Passes through Oceanside, Vista, San Marcos, Escondido, County of San Diego
- Priority active transportation project in the Regional Bike Plan to create an interconnected regional bike network

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Re-authorization Resolutions

- **Resolution of Necessity**
  In March 2014, SANDAG adopted a Resolution of Necessity to acquire small temporary and permanent easements for the San Marcos to Vista segment of the Inland Rail Trail.
- **Phased Construction**
  Due to construction costs, SANDAG phased construction. Phases 1 and 2 are complete. Phase 3 is ready for construction (bids opened and within budget), and Phase 4 is planned for 2026.
- **10 Year Limit**
  If SANDAG does not use the easements within 10 years, it must offer the easements back to the owners, or adopt a re-authorization resolution confirming it still intends to put the easements to public use.
- **Re-authorization Resolution Request**
  Staff is requesting adoption of re-authorization resolutions confirming that SANDAG intends to put the easements to a public use for Phases 3 and 4 of the Inland Rail Trail ("Project").

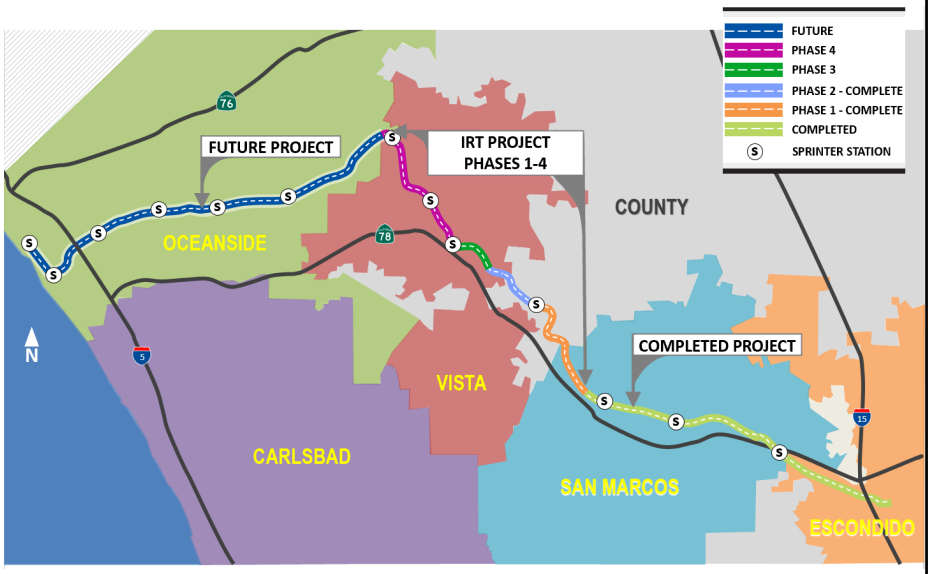
Property Interests Previously Acquired

No new property interests are being acquired – all easements were previously acquired for Project (i.e., no eminent domain).

- **Phase 3 –** 19 parcels
- **Phase 4** – 14 parcels

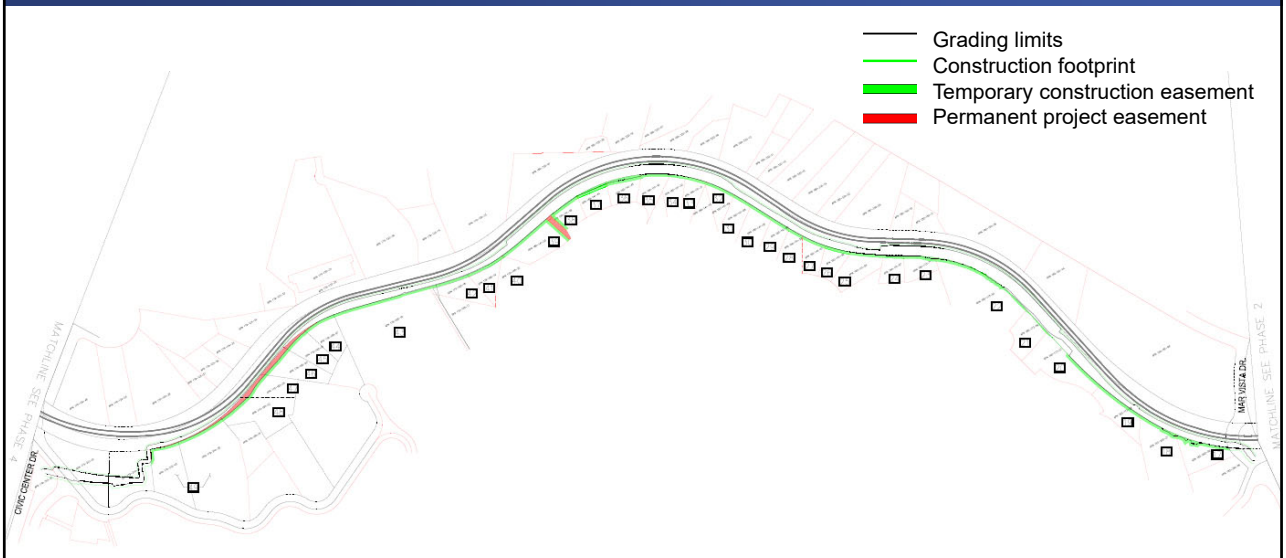
- *Parcels consist primarily of small temporary construction easements and permanent easements for pathway, and slope and drainage purposes*
- *No businesses or residents were displaced*
- *All matters were resolved via settlement*

Inland Rail Trail Overview



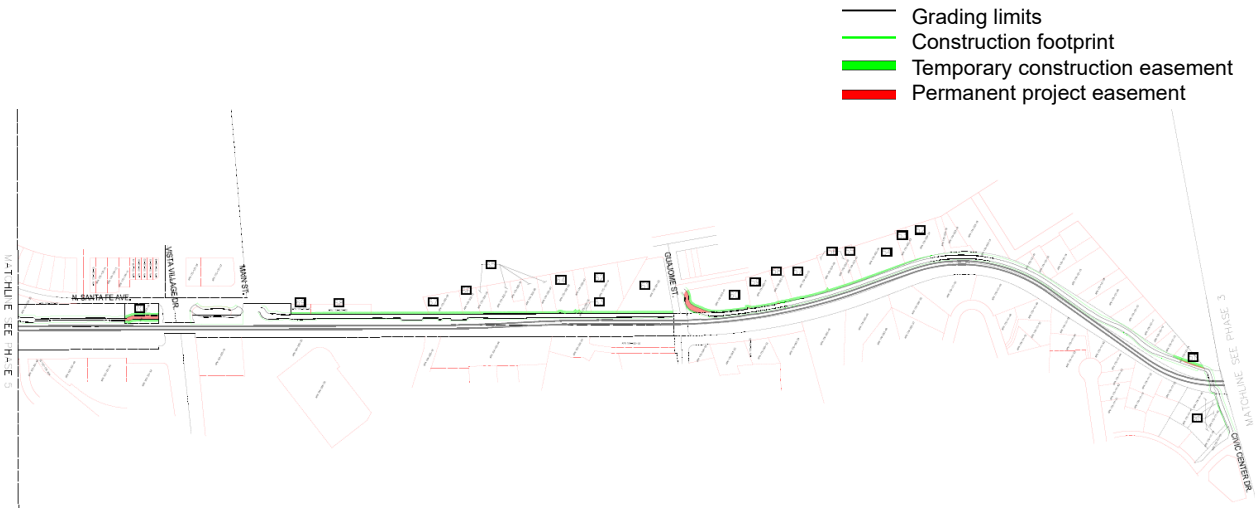
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Inland Rail Trail – San Marcos to Vista, Phase 3



6

Inland Rail Trail – San Marcos to Vista, Phase 4



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Schedule

Phase 3

- Currently design is 100% complete
- IFB was released and bids opened
- Contract award expected by April 30, 2024
- Fully funded

Phase 4

- Design began in June 2023
- Design completion in approximately 18 months
- IFB anticipated June 2025
- Construction partially funded

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Required Findings for Re-Authorization

The Board must find and determine the following:

- Public interest and necessity require the Project
- The Project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury
- The easement interests are necessary for the Project

Approval of the Re-Authorization Resolutions requires a 2/3 vote of the Board

Proposed Action and Next Steps

Proposed Action:

Receive public testimony and adopt Re-Authorization Resolutions by 2/3 vote

Next Steps:

If Board approves Re-authorization Resolutions:

- Move forward with construction of Phase 3
- Work to secure additional funding for Phase 4

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Airport Transit Connection

Action: Information

Staff will present an update on the Airport Transit Connection project and the steps being taken to prepare the project for future environmental analysis.

Fiscal Impact:

Funding for the Airport Transit Connection is included in Capital Improvement Project Nos. 1149000 and 1600501.

Schedule/Scope Impact:

The additional analysis and environmental review are anticipated to be complete by early 2027.

Overview

The Board of Directors last received a status update on the Airport Transit Connection (ATC) project on July 28, 2023, regarding the initial concepts currently under consideration and the plan to move into environmental analysis. Since that time, staff presented to stakeholders, including the San Diego Metropolitan Transit System, San Diego International Airport, and Port of San Diego for input. Staff re-evaluated next steps and determined that analysis in advance of the environmental process is needed to reduce costs and advance the project to align with the most recent regional forecasts, 2025 Regional Plan network development, and additional Board input.

The ATC project is a high priority for the region and SANDAG. To put forward the most competitive project for state and federal funding while maintaining the original 36-month schedule, staff proposes running a concurrent California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) process.

Key Considerations

- Reduce costs – In order to reduce the costs, staff will conduct additional analysis prior to beginning the environmental clearance process. The report presented to the Board in July included 15 concepts. This analysis will reduce costs by reducing the number of alternatives to approximately 3 to 5
- Updated data and alignment with the 2025 Regional Plan – As part of the 2025 Regional Plan, staff has updated forecasts and post-pandemic travel behavior assumptions. The new data shows slowing population growth that eventually decreases, an aging population, and a continued need for more housing in the region. The updated analysis will ensure all ATC concepts are evaluated using the most current data and assist in identifying the most promising concepts to move into the concurrent environmental process. The analysis will also allow for the identification of concepts most competitive for state and federal funding.
- Funding eligibility – As a key project stakeholder and funding partner, the Federal Transit Administration (FTA) has advised SANDAG to reduce the number of ATC concepts that advance to environmental clearance while using the most up to date regional planning and travel data assumptions. FTA also requires collaborating closely with project stakeholders, including the Board of Directors, to identify a Locally Preferred Alternative (LPA). The LPA is a requirement for Capital Investment Grant (CIG) program funding which includes New Starts and must be clearly defined during project planning. SANDAG will use updated data analysis to recommend the LPA to the Board for approval prior to starting the concurrent environmental clearance.
- Central Mobility Hub – Advancing the ATC does not preclude nor require a Central Mobility Hub (CMH) for this phase of analysis. The CMH will continue to be evaluated through the development of the 2025 Regional Plan.

Next Steps

Over the next 36 months staff will conduct an analysis to reduce the number of ATC concepts, identify the LPA to advance into environmental analysis, and complete the environmental review. Staff will continue collaborating with our peer agency stakeholders and state and federal funding partners to ensure the ultimate project best meets the needs of the San Diego region and is highly competitive for state and federal funding.

Antoinette Meier, Senior Director of Regional Planning

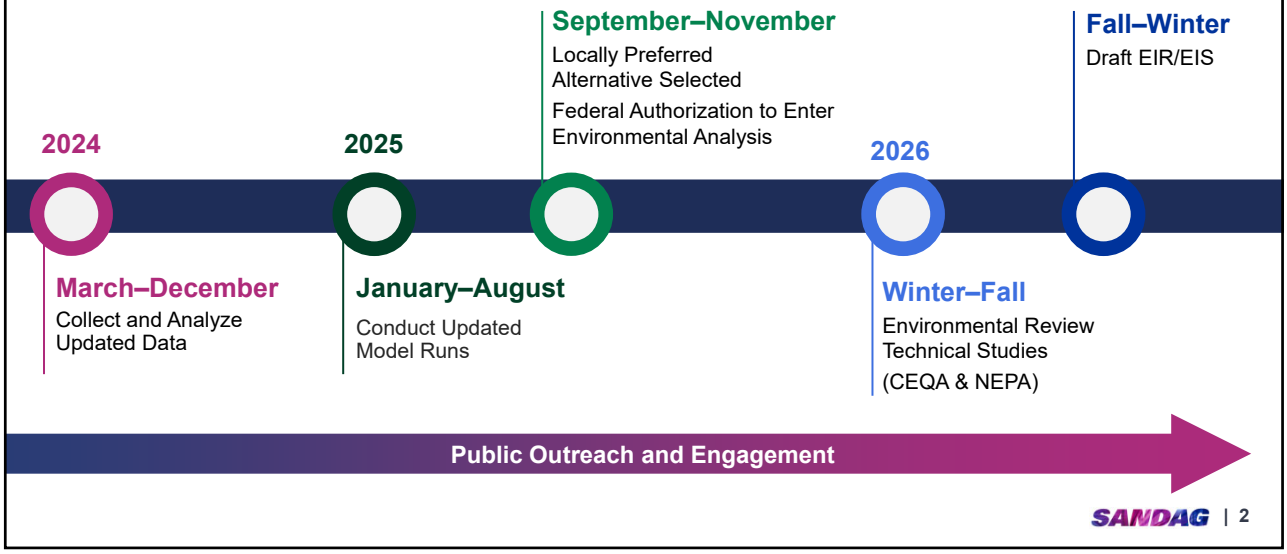
Airport Transit Connection

Board of Directors | Item 11

Jennifer Williamson, Mobility Planning Manager
Keith Greer, Environmental Compliance Planning Manager
February 23, 2024

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Timeline



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