AGENDA HIGHLIGHTS

• SANDAG EXECUTIVE DIRECTOR RECRUITMENT
• STATE ROUTE 125 SOUTH BAY EXPRESSWAY 2017 BOND ISSUANCE
• 2016-2017 TransNet MAJOR CORRIDORS PLAN OF FINANCE UPDATE
• DEVELOPMENT OF 2019 SAN DIEGO FORWARD: THE REGIONAL PLAN

PLEASE SILENCE ALL ELECTRONIC DEVICES DURING THE MEETING

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MESSAGE FROM THE CLERK

In compliance with Government Code §54952.3, the Clerk hereby announces that the compensation for legislative body members attending the following simultaneous or serial meetings is: Executive Committee (EC) $100, Board of Directors (BOD) $150, and Regional Transportation Commission (RTC) $100. Compensation rates for the EC and BOD are set pursuant to the SANDAG Bylaws, and the compensation rate for the RTC is set pursuant to state law.

MISSION STATEMENT

The 18 cities and county government are SANDAG serving as the forum for regional decision-making. SANDAG builds consensus; makes strategic plans; obtains and allocates resources; plans, engineers, and builds public transit; and provides information on a broad range of topics pertinent to the region’s quality of life.
Welcome to SANDAG. Members of the public may speak to the Board of Directors on any item at the time the Board is considering the item. Please complete a Request to Comment form, which is located in the rear of the room, and then present the form to the Clerk of the Board seated at the front table. Members of the public may address the Board on any issue under the agenda item entitled Public Comments/Communications/Member Comments. Public speakers are limited to three minutes or less per person. The Board may take action on any item appearing on the agenda.

Public comments regarding the agenda can be sent to SANDAG via comment@sandag.org. Please include the agenda item, your name, and your organization. Email comments should be received no later than 12 noon, two working days prior to the Board meeting. Any handouts, presentations, or other materials from the public intended for distribution at the Board meeting should be received by the Clerk of the Board no later than 12 noon, two working days prior to the meeting.

In order to keep the public informed in an efficient manner and facilitate public participation, SANDAG also provides access to all agenda and meeting materials online at www.sandag.org/meetings. Additionally, interested persons can sign up for e-notifications via our e-distribution list either at the SANDAG website or by sending an email request to webmaster@sandag.org.

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ITEM NO. | RECOMMENDATION
---|---
+1. | APPROVAL OF MEETING MINUTES

| | APPROVE |
+1A. | July 14, 2017, Board Policy Meeting Minutes |
+1B. | July 28, 2017, Board Business Meeting Minutes |
+1C. | August 4, 2017, Board Special Meeting Minutes |

2. | PUBLIC COMMENTS/COMMUNICATIONS/MEMBER COMMENTS

Public comments under this agenda item will be limited to five public speakers. 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. Other public comments will be heard during the items under the heading “Reports.” Anyone desiring to speak shall reserve time by completing a “Request to Speak” form and giving it to the Clerk of the Board prior to speaking. Public speakers should notify the Clerk of the Board if they have a handout for distribution to Board members. Public speakers are limited to three minutes or less per person. Board members also may provide information and announcements under this agenda item.

+3. | ACTIONS FROM POLICY ADVISORY COMMITTEES (Victoria Stackwick)  

This item summarizes the actions taken by the Policy Advisory Committees since the last Board Business Meeting. The Board of Directors is asked to ratify these actions.

CONSENT

| | APPROVE |
+4. | APPROVAL OF PROPOSED CONTRACT AWARDS (Laura Coté)  

The Board of Directors is asked to authorize the Executive Director to execute multiple contract awards for Freeway Service Patrol services.

+5. | PROPOSED AMENDMENTS TO BOARD POLICY NO. 025: PUBLIC PARTICIPATION PLAN POLICY (John Kirk, David Hicks)  

The Executive Committee recommends that the Board of Directors approve the proposed amendments to Board Policy No. 025: Public Participation Plan Policy.

+6. | ALLOCATION OF FUNDS FROM THE CALIFORNIA COASTAL COMMISSION PUBLIC RECREATIONAL BEACH IMPACT MITIGATION FUND (Sarah Pierce)  

The Regional Planning Committee recommends that the Board of Directors approve the allocation of funds from the California Coastal Commission Public Recreational Beach Impact Mitigation Fund.
OVERVIEW OF DEVELOPMENTS IN THE FINANCIAL MARKETS, QUARTERLY FINANCE REPORT, AND ANNUAL INTEREST RATE SWAP EVALUATION FOR THE PERIOD ENDING JUNE 30, 2017 (Lisa Kondrat-Dauphin, André Douzdjian, Ray Major)*

This quarterly report provides various finance-related items to the Board of Directors, including: (1) a quarterly report of investments including all money under the direction or care of SANDAG; (2) an annual report and evaluation of all outstanding interest rate swaps; and (3) information about the latest developments in the financial markets, economy, and sales tax revenues.

QUARTERLY PROGRESS REPORT ON TRANSPORTATION PROJECTS - APRIL THROUGH JUNE 2017 (Michelle Smith)*

This quarterly report summarizes the current status of major transit, highway, arterial, traffic management, and Transportation Demand Management projects in the SANDAG five-year Regional Transportation Improvement Program.

REPORT ON MEETINGS AND EVENTS ATTENDED ON BEHALF OF SANDAG (Victoria Stackwick)

Board members will provide brief reports orally or in writing on external meetings and events attended on behalf of SANDAG since the last Board Business meeting.

REPORT SUMMARIZING DELEGATED ACTIONS TAKEN BY THE EXECUTIVE DIRECTOR (André Douzdjian)*

In accordance with various SANDAG Board Policies, this report summarizes certain delegated actions taken by the Executive Director since the last Board Business meeting.

CHAIR’S REPORT

11. SANDAG EXECUTIVE DIRECTOR RECRUITMENT

Chair Roberts will provide an update on the selection of Board members for the Executive Director Recruitment Subcommittee.

REPORTS

TransNet ENVIRONMENTAL MITIGATION PROGRAM: FY 2018 ANNUAL FUNDING AND LAND MANAGEMENT GRANT PROGRAM CALL FOR PROJECTS (Chula Vista Mayor Mary Salas, Regional Planning Committee Chair; Sarah Pierce)*

The Transportation and Regional Planning Committees recommend that the Board of Directors approve: (1) the allocation of $4 million in FY 2018 funding for regional land management and biological monitoring; and (2) the release of the call for projects for the ninth cycle of the TransNet Environmental Mitigation Program Land Management Grant Program.
+13. **2017 ACTIVE TRANSPORTATION PROGRAM AUGMENTATION FUNDING RECOMMENDATIONS** (San Marcos Mayor Jim Desmond, Transportation Committee Chair; Jenny Russo)

The Transportation Committee recommends that the Board of Directors:
(1) adopt Resolution No. 2018-04, certifying the results of the San Diego Regional Active Transportation Program (ATP) Augmentation; and
(2) recommend that the California Transportation Commission fund the San Diego Regional ATP Augmentation projects.

+14. **STATE ROUTE 125 SOUTH BAY EXPRESSWAY 2017 BOND ISSUANCE** (San Marcos Mayor Jim Desmond, Transportation Committee Chair; Devin Brennan, Orrick, Herrington & Sutcliffe, LLP; Daniel Deaton, Nixon Peabody, LLP; Peter Shellenberger, Public Financial Management, Inc.; André Douzdjian, Ray Traynor)

The Transportation Committee recommends that the Board of Directors adopt Resolution No. 2018-03, authorizing the issuance of up to $250 million of fixed-rate bonds and refunding the Transportation Infrastructure Finance and Innovation Act and San Diego County Regional Transportation Commission loans, and the execution and distribution of the documents.

+15. **PROPOSED NEW BOARD POLICIES RELATED TO STATE ROUTE 125 SOUTH BAY EXPRESSWAY** (Vice Chair Terry Sinnott; André Douzdjian, Ray Traynor)

The Executive Committee recommends that the Board of Directors approve Board Policy No. 037: San Diego Association of Governments Debt Policy, and Board Policy No. 038: SANDAG State Route 125 South Bay Expressway Toll Policy.

+16. **HEARING OF NECESSITY: ACQUISITION OF PROPERTY INTERESTS LOCATED IN THE CITY OF SAN DIEGO FOR THE MID-COAST CORRIDOR TRANSIT PROJECT** (Ryan Kohut)

The Board of Directors is asked to: (1) receive public testimony; (2) adopt Resolution of Necessity No. 2018-05 by a two-thirds vote, pertaining to acquisition of property for the Mid-Coast Corridor Transit project; and (3) authorize staff to proceed with all condemnation filings and proceedings necessary to acquire the interests in the subject parcels.

+17. **2016-2017 TransNet MAJOR CORRIDORS PLAN OF FINANCE UPDATE** (San Marcos Mayor Jim Desmond, Transportation Committee Chair; Allan Kosup, Caltrans; Jose Nuncio, Ray Major, Susan Huntington)*

The Transportation Committee recommends that the Board of Directors approve:
(1) the 2016-2017 TransNet Major Corridors Plan of Finance update; and
(2) amendments to the FY 2018 Program Budget related to the TransNet Major Corridors Program Contingency Reserve (Capital Improvement Program [CIP] Project No. 1200199); I-805 South Soundwalls (CIP Project No. 1280515); and various I-5 North Coast Corridor projects (CIP Project Nos. 1200504, 1200509, 1200510, and 1200511).
+18. DEVELOPMENT OF 2019 SAN DIEGO FORWARD: THE REGIONAL PLAN
(San Marcos Mayor Jim Desmond, Transportation Committee Chair; Phil Trom)

The Board of Directors is asked to provide feedback on revisiting the vision,
goals, and policy objectives for 2019 San Diego Forward: The Regional Plan,
including potential public outreach efforts.

+19. CLOSED SESSION: CONFERENCE WITH REAL PROPERTY NEGOTIATORS
PURSUANT TO GOVERNMENT CODE SECTION 54956.8 (Chip Willett,
Bender Rosenthal; Brad Kuhn, Nossaman, John Haggerty, Ryan Kohut)

The Board of Directors will be briefed by the SANDAG real property negotiation
team on the status of negotiations with Good Samaritan Church regarding the
price and terms of a potential settlement to acquire real property at
4321 Eastgate Mall, San Diego, California (Assessor Parcel No. 345-080-07), for
use by SANDAG to construct the Mid-Coast Corridor Transit Project.

+20. CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL PURSUANT TO
GOVERNMENT CODE 54956.8 AND SIGNIFICANT EXPOSURE TO
LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9
(D)(2) AND (D)(4) - ONE POTENTIAL CASE (Ryan Kohut, Jim Linthicum)

The Board of Directors will be briefed on the acquisition of property rights for the
University Towne Center Transit Center, including price and terms of payment,
and potential litigation related to that acquisition.

21. CONTINUED PUBLIC COMMENTS

If the five-speaker limit for public comments was exceeded at the beginning of
this agenda, other public comments will be taken at this time. Subjects of
previous agenda items may not again be addressed under public comment.

22. UPCOMING MEETINGS

The next Board Policy meeting is scheduled for Friday, October 13, 2017,
at 10 a.m. The next Board Business meeting is scheduled for Friday,
October 27, 2017, at 9 a.m.

23. ADJOURNMENT

+ 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
BOARD OF DIRECTORS DISCUSSION AND ACTIONS

JULY 14, 2017

Chair Ron Roberts (Supervisor, County of San Diego B) called the meeting of the SANDAG Board of Directors to order at 10:09 a.m.

1. PUBLIC COMMENTS/COMMUNICATIONS/MEMBER COMMENTS

Chair Roberts announced that the California Supreme Court ruled in favor of SANDAG in the appellate case regarding the 2050 Regional Transportation Plan (RTP). The court confirmed that the environmental document for the 2050 RTP properly conducted its analysis and that the public was appropriately informed of potential greenhouse gas emission impacts. The court found that SANDAG appropriately followed state law.

Mayor Sam Abed (Escondido) announced the grand opening of a state of the art recycling facility in the City of Escondido.

REPORTS

2. SAN DIEGO REGIONAL AUTONOMOUS VEHICLE PROVING GROUND (INFORMATION)

The U.S. Department of Transportation designated the San Diego region as one of ten Autonomous Vehicle Proving Grounds (AVPG) across the nation.

Chair Roberts introduced the item.

Paul Brubaker, ATI21; Jason Ellis, QUALCOMM; and Antoinette Meier, Principal Regional Planner, provided an overview of the AVPG project.

Jake Stevens, TUSIMPLE, spoke in support of this item.

Action: This item was presented for information.

Chair Roberts adjourned to closed session at 11:26 a.m.
3. CLOSED SESSION: CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO
GOVERNMENT CODE SECTION 54956.8

The Board of Directors was briefed by the SANDAG real property negotiation team on the status of
negotiations with 8650 Villa La Jolla Inc. regarding the price and terms to acquire real property at
8650 Villa La Jolla Drive, San Diego, California (Assessor Parcel Nos. 344-280-08, 344-280-19, and
344-280-20), for use by SANDAG to construct the Mid-Coast Corridor Transit Project.

4. CLOSED SESSION: CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO
GOVERNMENT CODE SECTION 54956.8

The Board of Directors was briefed by the SANDAG real property negotiation team on the status of
negotiations with La Jolla Business Center, LLC regarding the price and terms of a potential
settlement to acquire real property at 5111 to 5191 Santa Fe Street, San Diego, California (Assessor
Parcel Nos. 676-010-01, 359-010-33, and 359-010-34), for use by SANDAG to construct the Elvira to
Morena Double Track Project and the Mid-Coast Corridor Transit Project.

Chair Roberts reconvened to open session at 11:58 a.m.

John Kirk, General Counsel, reported the following out of closed session: on Item No. 3, the Board
of Directors met in closed session and the Board was briefed on the status of negotiations on the
referenced property; there is no reportable action.

On Item No. 4, the Board met on the referenced property and approved compensation in the
amount of $750,000 inclusive of interest, costs, and fees for acquisition of property interests on the
referenced parcels. Yes – Chair Roberts, Mayor Matt Hall (Carlsbad), Councilmember John McCann
(Chula Vista), Councilmember Carrie Downey (Coronado), Councilmember Ellie Haviland (Del Mar),
Mayor Bill Wells (El Cajon), Councilmember Tony Kranz (Encinitas), Mayor Abed, Councilmember
Kristine Alessio (La Mesa), Councilmember Jerry Jones (Lemon Grove), Councilmember Alejandra
Sotelo-Solís (National City), Mayor Steve Vaus (Poway), Councilmember Georgette Gomez (City of
San Diego B), Mayor Jim Desmond (San Marcos), Mayor John Minto (Santee), and Councilmember
David Zito (Solana Beach) (weighted vote, 100%). No – None (weighted vote, 0%). Abstain – None
(weighted vote, 0%). Absent – Imperial Beach, Oceanside, City of San Diego A, Vista, and County of
San Diego A.

5. CONTINUED PUBLIC COMMENTS

There were no continued public comments.

6. UPCOMING MEETINGS

The next Board Business meeting is scheduled for Friday, July 28, 2017, at 9 a.m.

7. ADJOURNMENT

Chair Roberts adjourned the meeting at 11:59 a.m.
# ATTENDANCE
## SANDAG BOARD OF DIRECTORS’ MEETING
### JULY 14, 2017

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AGENDA ITEM NO. 17-09-1B

BOARD OF DIRECTORS
SEPTEMBER 22, 2017

ACTION REQUESTED – APPROVE

BOARD OF DIRECTORS DISCUSSION AND ACTIONS

JULY 28, 2017

Chair Ron Roberts (Supervisor, County of San Diego A) called the meeting of the SANDAG Board of Directors to order at 9:04 a.m.

1. APPROVAL OF MEETING MINUTES

Action: Upon a motion by Councilmember Jerry Jones (Lemon Grove), and a second by Council President Myrtle Cole (City of San Diego B), the Board of Directors approved the minutes from the June 9, 2017, Board Policy meeting and the June 23, 2017, Board Business meeting. Yes – Chair Roberts, Vice Chair Sinnott (Mayor, Del Mar), Mayor Matt Hall (Carlsbad), Mayor Mary Salas (Chula Vista), Mayor Richard Bailey (Coronado), Mayor Bill Wells (El Cajon), Mayor Catherine Blakespear (Encinitas), Mayor Sam Abed (Escondido), Mayor Serge Dedina (Imperial Beach), Councilmember Kristine Alessio (La Mesa), Councilmember Jones, Councilmember Alejandra Sotelo-Solis (National City), Deputy Mayor Chuck Lowery (Oceanside), Council President Cole, Mayor Jim Desmond (San Marcos), Mayor John Minto (Santee), Councilmember David Zito (Solana Beach), and Mayor Judy Ritter (Vista) (weighted vote, 99%). No – None (weighted vote, 0%). Abstain – Poway (weighted vote, 1%). Absent – City of San Diego A and County of San Diego B.

2. PUBLIC COMMENTS/COMMUNICATIONS/MEMBER COMMENTS

Clive Richard, a member of the public, spoke regarding his recent transit experience with the Rapid bus service.

3. ACTIONS FROM POLICY ADVISORY COMMITTEES (APPROVE)

This report summarized the actions taken by the Policy Advisory Committees since the last Board Business Meeting.

Action: Upon a motion by Mayor Ron Morrison (National City), and a second by Mayor Minto, the Board of Directors approved Item No. 3. Yes – Chair Roberts, Vice Chair Sinnott, Mayor Hall, Mayor Salas, Mayor Bailey, Mayor Wells, Mayor Blakespear, Mayor Abed, Mayor Dedina, Councilmember Alessio, Councilmember Jones, Mayor Morrison, Deputy Mayor Lowery, Councilmember John Mullin (Poway), Councilmember Lorie Zapf (City of San Diego A), Council President Cole, Mayor Desmond, Mayor Minto, Councilmember Zito, and Mayor Ritter (weighted vote, 100%). No – None (weighted vote, 0%). Abstain – None (weighted vote, 0%). Absent – County of San Diego B.
4.  **APPROVAL OF PROPOSED CONTRACT AWARD (APPROVE)**

The Board of Directors was asked to authorize the Executive Director to execute a contract award to construct Segment 1A of the South Bay Rapid project.

5.  **iCOMMUTE FALL CAMPAIGNS: RIDESHARE WEEK AND WALK, RIDE, AND ROLL TO SCHOOL 2017-2018 (APPROVE)**

The Board of Directors was asked to adopt Resolution No. 2018-02 in support of October 2-6, 2017, as Rideshare Week, and encourage member agencies to approve similar proclamations and promote sharing the ride by asking employers and commuters to Go Green, Save Green.

6.  **EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (INFORMATION)**

In accordance with SANDAG Board Policy No. 007: Equal Employment Opportunity (EEO) Program, this report summarized employment results for FY 2017 and reviewed EEO Program goals for the upcoming year.

7.  **ANNUAL STATUS OF COMMITTEES AND WORKING GROUPS (INFORMATION)**

As required by SANDAG Board Policy No. 004: Rules of Procedure for Board of Directors, Policy Advisory Committees, and other Legislative Bodies; this item provided an annual report on the status of all standing and temporary committees and working groups.

8.  **REPORT ON MEETINGS AND EVENTS ATTENDED ON BEHALF OF SANDAG (INFORMATION)**

Board members provided brief reports orally or in writing on external meetings and events attended on behalf of SANDAG since the last Board Business meeting.

9.  **REPORT SUMMARIZING DELEGATED ACTIONS TAKEN BY THE EXECUTIVE DIRECTOR (INFORMATION)**

In accordance with various SANDAG Board Policies, this report summarized certain delegated actions taken by the Executive Director since the last Board Business meeting.

**Action:** Upon a motion by Councilmember Jones, and a second by Mayor Ritter, the Board of Directors approved Consent Item Nos. 4 through 9. Yes – Chair Roberts, Vice Chair Sinnott, Mayor Hall, Mayor Salas, Mayor Bailey, Mayor Wells, Mayor Blakespear, Mayor Abed, Mayor Dedina, Councilmember Alessio, Councilmember Jones, Mayor Morrison, Deputy Mayor Lowery, Councilmember Mullin, Councilmember Zapf, Council President Cole, Mayor Desmond, Mayor Minto, Councilmember Zito, and Mayor Ritter. No – None. Abstain – None. Absent – County of San Diego B.
10. PROPOSED FY 2018 PROGRAM BUDGET AMENDMENT: STATE ROUTE 11 OTAY MESA EAST PORT OF ENTRY PROJECT (APPROVE)

The Transportation Committee recommended that the Board of Directors approve an amendment to the FY 2018 Program Budget, adding $45 million in State Transportation Improvement Program – Coordinated Border Infrastructure Program funds to finance right-of-way acquisition for the State Route 11 Otay Mesa East Port of Entry Project (Capital Improvement Program Project No. 1201101).

Mayor Desmond, Transportation Committee Chair, introduced the item.

Mario Orso, Caltrans Corridor Director, presented the item.

Victor Avina, Office of County of San Diego Supervisor Greg Cox, spoke in support of this item.

Action: Upon a motion by Mayor Minto, and a second by Council President Cole, the Board of Directors approved an amendment to the FY 2018 Program Budget, adding $45 million in State Transportation Improvement Program – Coordinated Border Infrastructure Program funds to finance right-of-way acquisition for the State Route 11 Otay Mesa East Port of Entry Project (Capital Improvement Program Project No. 1201101). Yes – Chair Roberts, Vice Chair Sinnott, Mayor Hall, Mayor Salas, Mayor Bailey, Mayor Wells, Mayor Blakespear, Mayor Abed, Mayor Dedina, Councilmember Alessio, Councilmember Jones, Mayor Morrison, Deputy Mayor Lowery, Councilmember Mullin, Councilmember Zapf, Council President Cole, Mayor Desmond, Mayor Minto, Councilmember Zito, and Mayor Ritter (weighted vote, 100%). No – None (weighted vote, 0%). Abstain – None (weighted vote, 0%). Absent – County of San Diego B.

11. 2016 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM: AMENDMENT NO. 7 – ADMINISTRATIVE MODIFICATION (APPROVE)

The Transportation Committee recommended that the Board of Directors approve Amendment No. 7 – Administrative Modification to the 2016 Regional Transportation Improvement Program.

Mayor Desmond introduced the item.

Sue Alpert, Associate Project Control Analyst, presented the item.

Action: Upon a motion by Mayor Desmond, and a second by Mayor Ritter, the Board of Directors approved Amendment No. 7 – Administrative Modification to the 2016 Regional Transportation Improvement Program. Yes – Chair Roberts, Vice Chair Sinnott, Mayor Hall, Mayor Salas, Mayor Bailey, Mayor Wells, Mayor Blakespear, Mayor Abed, Mayor Dedina, Councilmember Alessio, Councilmember Jones, Mayor Morrison, Deputy Mayor Lowery, Councilmember Mullin, Councilmember Zapf, Council President Cole, Mayor Desmond, Mayor Minto, Councilmember Zito, and Mayor Ritter (weighted vote, 100%). No – None (weighted vote, 0%). Abstain – None (weighted vote, 0%). Absent – County of San Diego B.
12. 2017 ACTIVE TRANSPORTATION PROGRAM AUGMENTATION (INFORMATION)

At its June 28, 2017, meeting, the California Transportation Commission adopted guidelines to utilize approximately $200 million in Senate Bill 1 funding through the Active Transportation Program.

Mayor Desmond introduced the item.

Jenny Russo, Senior Contracts and Procurement Analyst, presented the item.

Action: This item was presented for information.

13. SANDAG GOVERNANCE REFORM (DISCUSSION/POSSIBLE ACTION)

Current law provides SANDAG with the authority to call for an election on matters related to the governance or duties of the agency. The Board of Directors was asked to consider the placement of a 2018 ballot measure regarding SANDAG governance reform, including the proposed changes in Assembly Bill 805 (Gonzalez Fletcher) (AB 805) and other proposals that would be developed through a public stakeholder process.

Vice Chair Sinnott introduced the item.

Robyn Wapner, Senior Legislative Analyst, presented the item.

Assemblymember Lorena Gonzalez Fletcher spoke in opposition to a 2018 ballot measure.

Carlsbad Councilmember Cori Schumacher spoke in opposition to a 2018 ballot measure.

National City Councilmember Alejandra Sotelo-Solis spoke in opposition to a 2018 ballot measure.

National City Councilmember Mona Rios spoke in opposition to a 2018 ballot measure.

William Moore, The Moore Firm APC, spoke in opposition to a 2018 ballot measure.

Andrea Monk, a member of the public, spoke in opposition to a 2018 ballot measure.

Patrick Macfarland, a member of the public, spoke in opposition to a 2018 ballot measure.

Maryan Osman, a member of the public, spoke in opposition to a 2018 ballot measure.

James Ferguson, a member of the public, spoke in opposition to a 2018 ballot measure.

Mark Lane, a member of the public, spoke in opposition to a 2018 ballot measure.

Masada Disenhouse, San Diego 350, spoke in opposition to a 2018 ballot measure.

Michelle Krug, a member of the public, spoke in opposition to a 2018 ballot measure.

Jasmin Zatra, Mid-City CAN, spoke in opposition to a 2018 ballot measure.
Carolina Martinez, Environmental Health Coalition, spoke in opposition to a 2018 ballot measure.

Maria Cortez, Mid-City CAN, spoke in opposition to a 2018 ballot measure.

David Harris, San Diego 350, spoke in opposition to a 2018 ballot measure.

Chris Barroso, San Diego 350, spoke in opposition to a 2018 ballot measure.

Haney Hong, San Diego County Taxpayers Association (SDCTPA), spoke in support of the SDCTPA recommended reforms.

Jean Costa, San Diego 350, spoke in opposition to a 2018 ballot measure.

Clive Richard, a member of the public, spoke regarding AB 805.

Rick Bates, Unite Here Local 30, spoke in opposition to a 2018 ballot measure.

JoMarie Diamond, East County Economic Development Council, spoke in opposition of provisions in AB 805.

Brad Barnum, Associated General Contractors, spoke in support of a 2018 ballot measure.

Pete Saucedo, Associated General Contractors, spoke in opposition of provisions in AB 805.

Carolina Rodriguez-Adjunta, Climate Action Campaign, spoke in opposition of a 2018 ballot measure.

Maya Rosas, Circulate San Diego, spoke in support of a 2018 ballot measure.


Nicola Moelter, San Diego 350, spoke in opposition of a 2018 ballot measure.

Carol Kim, San Diego Building Trades, spoke in opposition of a 2018 ballot measure.

Action: Upon a motion by Mayor Morrison, and a second by Mayor Abed, the Board of Directors directed the Executive Committee to schedule as many meetings as necessary to consider the placement of a 2018 ballot measure regarding SANDAG reform, and what alternatives that measure could contain. Yes – Chair Roberts, Vice Chair Sinnott, Mayor Hall, Mayor Bailey, Mayor Wells, Mayor Abed, Councilmember Alessio, Mayor Morrison, Councilmember Mullin, Councilmember Zapf, Mayor Desmond, Mayor Minto, Councilmember Zito, and Mayor Ritter (weighted vote, 63%). No – Chula Vista, Encinitas, Imperial Beach, Oceanside, and City of San Diego B (weighted vote, 36%). Abstain – Lemon Grove (weighted vote, 1%). Absent – County of San Diego B.

Charles "Muggs" Stoll, Acting Director of Communications, provided overview of the Public Involvement Plan for the 2019 Regional Plan.

**Action:** This item was presented for information.


This item was pulled from the agenda and continued to the next Board Policy meeting.

16. **CONTINUED PUBLIC COMMENTS**

There were no continued public comments.

17. **UPCOMING MEETINGS**

A Board Special meeting is scheduled for Friday, August 4, 2017, at 9 a.m. The next Board Policy meeting is scheduled for Friday, September 8, 2017, at 10 a.m.

18. **ADJOURNMENT**

Chair Roberts adjourned the meeting at 11:55 a.m.
## ATTENDANCE
### SANDAG BOARD OF DIRECTORS’ MEETING
### JULY 28, 2017

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BOARD OF DIRECTORS DISCUSSION AND ACTIONS

AUGUST 4, 2017

Chair Ron Roberts (Supervisor, County of San Diego B) called the meeting of the SANDAG Board of Directors to order at 8:59 a.m.

1. PUBLIC COMMENTS/COMMUNICATIONS/MEMBER COMMENTS

Mike Bullock, Sierra Club, spoke about concerns related to greenhouse gas emissions.

Clive Richard, a member of the public, spoke about regional issues.

Mayor Serge Dedina (Imperial Beach) spoke about the Tribal Transportation Working Group efforts.

REPORTS

2. INDEPENDENT EXAMINATION OF MEASURE A REVENUE ESTIMATE COMMUNICATIONS (DISCUSSION/POSSIBLE ACTION)

Vice Chair Terry Sinnott (Mayor, Del Mar) introduced the item.

At its April 14, 2017, meeting, the Board of Directors voted to hire Hueston Hennigan LLP to conduct an independent examination of Measure A revenue estimate communications.

John Hueston and Gabriel Schaeffer, Hueston Hennigan LLP, presented the findings of the independent examination.

Assemblymember Lorena Gonzalez Fletcher, spoke in support of SANDAG reform and Assembly Bill 805 (AB 805).

Diamond Brandon, a member of the public, ceded her time to Assemblymember Gonzalez Fletcher.

Francine Maigue, a member of the public, ceded her time to Assemblymember Gonzalez Fletcher.

Carol Kim, San Diego Building Trades Council, spoke in support of SANDAG reform.

Tom Lemmon, San Diego Building Trades Council, ceded his time to Carol Kim.

Councilmember Cori Schumacher (Carlsbad) spoke in support of SANDAG reform.

Councilmember Tasha Boerner Horvath (Encinitas) spoke in support of SANDAG reform.
Maryan Osman, Mid-City CAN, spoke in support of SANDAG reform.

Maria Cortez, Mid-City CAN, spoke in support of SANDAG reform.

Jordan Beane, a member of the public, spoke in support of SANDAG reform.

Nancy Yuen, a member of the public, spoke in support of SANDAG reform.

Mark Lane, a member of the public, spoke in support of SANDAG reform.

Gretchen Newsom, IBEW Local 569, spoke in support of SANDAG reform.

Mr. Bullock spoke in support of SANDAG reform.

Mr. Richard spoke in support of SANDAG reform.

Maya Rosas, Circulate San Diego, spoke in support of SANDAG reform.

David Harris, San Diego 350, spoke in support of SANDAG reform.

Marco Briones, Center of Policy Initiatives, spoke in support of SANDAG reform.

Keith Maddox, San Diego and Imperial Counties Labor Council, spoke in support of SANDAG reform.

Jim Madaffer, California Transportation Commission, spoke in support of the recommendations proposed by Hueston Hennigan LLP.

**Action**: Upon a motion by Mayor Steve Vaus (Poway), and a second by Mayor Ron Morrison (National City), the Board of Directors approved pursuing a forensic analysis of Hana Tools and convening a closed session meeting to conduct a performance evaluation of the Executive Director; and directed the independent examination subcommittee to return to the Board of Directors with a proposal to incorporate Hueston Hennigan LLP’s recommendations for best practices; recommendations on how best to hear from the senior personnel listed in the Measure A revenue estimate communications independent examination report; and recommendations for addressing those issues identified in the report related to the TransNet Program. Yes – Chair Roberts, Vice Chair Sinnott, Mayor Matt Hall (Carlsbad), Mayor Mary Salas (Chula Vista), Mayor Richard Bailey (Coronado), Mayor Bill Wells (El Cajon), Mayor Catherine Blakespear (Encinitas), Mayor Sam Abed (Escondido), Councilmember Bill Baber (La Mesa), Councilmember Jerry Jones (Lemon Grove), Mayor Morrison, Deputy Mayor Chuck Lowery (Oceanside), Mayor Vaus, Councilmember Lorie Zapf (City of San Diego A), Councilmember Georgette Gomez (City of San Diego B), Supervisor Dianne Jacob (County of San Diego A), Mayor John Minto (Santee), Mayor Jim Desmond (San Marcos), Councilmember David Zito (Solana Beach), and Mayor Judy Ritter (Vista) (weighted vote, 100%). No – None (weighted vote, 0%). Abstain – None (weighted vote, 0%). Absent – Imperial Beach.

3. **CONTINUED PUBLIC COMMENTS**

There were no continued public comments.
4. **UPCOMING MEETINGS**

A Board Policy meeting is scheduled for Friday, September 8, 2017, at 10 a.m.

5. **ADJOURNMENT**

Chair Roberts adjourned the meeting at 12:04 p.m.
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The following actions were taken by the Policy Advisory Committees since the last Board of Directors meeting.

EXECUTIVE COMMITTEE MEETING (September 8, 2017)

The Executive Committee took the following action and made the following recommendations:

- Approved the draft agenda for the September 22, 2017, Board Business meeting, as amended; and cancellation of the October 13, 2017, Board Policy meeting should no agenda items be identified.

- Recommended that the Board of Directors approve the proposed amendments to Board Policy No. 025: Public Participation Plan, as amended.

- Recommended that the Board of Directors approve two new proposed Board Policies related to State Route 125 South Bay Expressway.

TRANSPORTATION COMMITTEE MEETING (September 15, 2017)

The Transportation Committee took the following actions and made the following recommendations:

- Recommended that the Board of Directors approve the 2016-2017 TransNet Major Corridors Plan of Finance update and amendments to the FY 2018 Program Budget related to the TransNet Major Corridors Program Contingency Reserve (Capital Improvement Program [CIP] Project No. 1200199); I-805 South Soundwalls (CIP Project No. 1280515); and various I-5 North Coast Corridor projects (CIP Project Nos. 1200504, 1200509, 1200510, and 1200511).

- Recommended that the Board of Directors adopt Resolution No. 2018-03, authorizing the issuance of up to $250 million of fixed-rate bonds and refunding the Transportation Infrastructure Finance and Innovation Act and Commission bonds, and the execution and distribution of the documents.

Recommendation

The Board of Directors is asked to ratify the actions of the Policy Advisory Committees.
• Recommended that the Board of Directors adopt Resolution No. 2018-04, certifying the results of the San Diego Regional Active Transportation Program (ATP) Augmentation, and recommend that the California Transportation Commission fund the San Diego Regional ATP Augmentation projects.

• Approved potential screening criteria for use in the proposed SANDAG Critical Urban Freight Corridors Designation Process.

• Accepted the draft Intraregional Tribal Transportation Strategy for a 45-day public comment period.

PUBLIC SAFETY COMMITTEE MEETING (September 15, 2017)

The Public Safety Committee took the following actions:

• Approved an amendment to the FY 2018 Program Budget to accept $480,690 in funding for a three-year grant from the County of San Diego to evaluate Proposition 47 programs.

• Approved staff proceeding with full implementation of recommendations from the Automated Regional Justice Information System Organizational Assessment Steering Group.

KIM KAWADA
Chief Deputy Executive Director

Key Staff Contact: Victoria Stackwick, (619) 699-6926, victoria.stackwick@sandag.org
APPROVAL OF PROPOSED CONTRACT AWARDS

Introduction

Pursuant to Board direction, construction and professional services awards associated with an original solicitation valued at $5 million or more require approval by the Board of Directors.

Discussion

At its October 28, 2016, meeting, the Board of Directors authorized the Executive Director to conduct a solicitation for Freeway Service Patrol services in order to support the agency’s Motorist Aid Services Program, which consists of a fleet of roving tow trucks that patrol the region’s urban highways during peak commute periods—assisting motorists with a gallon of gas, changing a flat tire, or towing a stranded vehicle, at no charge. The Freeway Service Patrol is part of the agency’s mobility management plan and enhances mobility by providing assistance to stranded motorists, thereby reducing congestion and improving safety on the region’s highways.

As required by federal provisions and SANDAG Board Policy No. 016: Procurement of Services, an independent cost estimate was prepared by SANDAG resulting in an estimated amount of $38 million over a five-year period, with the potential of two, one-year options to extend the contract. Factors that were considered in developing the estimate include historical Freeway Service Patrol tow contracts and current market conditions for other statewide freeway service patrol programs.

Overall, seven proposals were received in June 2017. Four consultants were invited to interviews in July 2017, and two firms are being recommended for an award. Summaries of overall evaluation results are included in Attachment 1.

- A to Z Enterprises, Inc., doing business as RoadOne San Diego
- Coastal Pride Towing, Inc.

The proposed contracts are for a five-year term with the potential of two, one-year options to extend the contract. The timing and amount of work will be competitively awarded based on future task orders for specific projects. Therefore, the final actual value of each contract awarded will depend upon which firms successfully compete for individual task orders. The maximum aggregate value of all of the contracts awarded from the solicitation will not exceed the original solicitation value of $38 million.

KIM KAWADA
Chief Deputy Executive Director
Attachment:  1. Summary of Overall Evaluation Results: Freeway Service Patrol Services

Key Staff Contact: Laura Coté, (619) 699-6947, laura.cote@sandag.org
## Summary of Overall Evaluation Results - Freeway Service Patrol

### Interview Evaluation Final Scoring

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*Final Proposer Overall Rank is determined using the Sum of Ranks instead of the Total Weighted Score. Each evaluator's total scores are sorted into individual Proposal ranks. Their individual ranks are then added together for a Sum of Ranks. The Sum of Ranks are ordered into Overall Ranks, with the lowest number indicating which proposal scored the highest across the evaluators. This measure is more objective, mitigating for and normalizing the evaluators' scoring differentials.
Introduction

SANDAG Board Policy No. 025: Public Participation Plan Policy, provides an overview of the principles and practices SANDAG uses to engage the public. Large projects such as the Regional Plan and the Mid-Coast Corridor Transit Project also have individual Public Involvement Plans (PIPs), in which the public outreach methods are tailored for the specific project. Board Policy No. 025 provides an overview of the types of outreach that SANDAG utilizes in its various program areas and projects. The objectives and methods discussed in the Public Participation Plan (PPP) Policy are elaborated on within the PIPs.

In October 2016, Caltrans conducted a compliance review at SANDAG concerning Title VI matters. Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color, or national origin. At that time, Caltrans requested and SANDAG agreed that SANDAG would update the PPP Policy in 2017 to add additional information for the public. Based on direction from the Executive Committee in July 2017, proposed amendments were posted for a 45-day public review and comment period. No comments were received from the public. At its September 8, 2017, meeting, the Executive Committee reviewed the proposed amendments to the PPP Policy and recommended approval with one additional change, which is discussed below.

Discussion

Both federal and state law require SANDAG to have a PPP. Section 450.316(a)(1)(x) of Title 23 in the Code of Federal Regulations says SANDAG is required to “periodically review” the effectiveness of the procedures and strategies contained in its participation plan to ensure a full and open participation process. In addition, California Public Utilities Code Section 132360.1, which applies specifically to SANDAG, says that the agency must engage in a public collaborative planning process and adopt “a method of addressing and responding to recommendations from the public.”

Proposed Amendments

Currently, the PPP Policy is reviewed annually along with all SANDAG Board Policies, to determine if changes are needed. The PPP Policy itself, however, states that the PPP Policy will be updated every three years.
It is proposed that the language in the PPP Policy be changed to call for review on a periodic basis versus a specific number of years. This change is proposed for several reasons. First, because it would be more efficient to update the PPP Policy concurrently with updates to the SANDAG Language Assistance Plan, which also concerns effective outreach to the public and usually is updated every five years. It also may be more efficient to align updates to the PPP Policy with development of the PIP for the Regional Plan, and that effort occurs every four years. Finally, there may be a need to update the PPP on an interim basis, which could create a cycle that is less than three years in length. Because neither the federal regulation nor state law require a specific number of years, use of the term “periodically review” would allow flexibility and be more consistent with the regulatory language.

The Executive Committee agreed with this language change, but also proposed an additional language change at its September meeting to limit the length of time between reviews to no more than five years. This modification is included in the version of the PPP Policy attached to this report.

To address the requests from Caltrans for additions, the following sections are proposed for insertion into the PPP Policy: Data Collection, Title VI Training, Complaint Process, and Title VI Compliance Officer Contact Information. SANDAG has obligations as a Metropolitan Planning Organization to gather demographic data. SANDAG also must provide training on Title VI for its employees and a complaint process for the public. Caltrans requested these changes to the PPP Policy so that it would contain more of the public participation-related provisions in federal regulations that concern Title VI compliance by recipients of federal funds. The proposed additions to the PPP Policy do not represent any change from current SANDAG practices, but would consolidate information into this policy for the public as requested by Caltrans.

Other minor updates are proposed for the PPP Policy. For example, references to the Regional Transportation Plan and Regional Comprehensive Plan are changed to “Regional Plan.” Additionally, where appropriate, mention is made of SANDAG use of social media as a public participation tool.

Public Comments

The draft updates to Board Policy No. 025 were released for public review and comment on July 14, 2017. The comment period closed on August 29, 2017. During the 45-day period, SANDAG made a variety of efforts to inform the public about proposed updates to Board Policy No. 025. The agency published notices in five newspapers (Asian Journal, San Diego Union-Tribune, Daily Transcript, La Prensa, and San Diego Voice & Viewpoint) announcing the release of the draft updates and inviting the public to review them and provide feedback. Information and a link to the draft were posted on the public notices page of the SANDAG website during the entire comment period. In addition, the agency posted items on Facebook and Twitter inviting review and comment on the draft. No comments were received on the proposed updates to Board Policy No. 025.

Next Steps

Pending approval by the Board of Directors, the revised PPP Policy will be posted on the legal page of the SANDAG website.

KIM KAWADA
Chief Deputy Executive Director
Attachment:  1. Draft SANDAG Board Policy No. 025: Public Participation Plan Policy

Key Staff Contact:  John F. Kirk, General Counsel, (619) 699-1997, john.kirk@sandag.org
                  David Hicks, Director of Communications, (619) 699-6939, david.hicks@sandag.org
PUBLIC PARTICIPATION PLAN POLICY

Purpose

This policy establishes a process for obtaining input from and providing information to the public concerning agency programs, projects, and program funding in order to ensure the public is informed and has the opportunity to provide SANDAG with input so plans can reflect the public’s desire. SANDAG will review and update its Public Participation Plan and this policy periodically as required by law, but no less often than every five years. Various federal and state laws and regulations require that an agency such as SANDAG conduct and establish a Public Participation Plan to ensure that the public is involved and that community concerns are addressed. For example, planning of mass transit capital projects, development of short-range service policies and plans, and fare policy and structure changes to public transportation require public participation. The California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) also have public information components that require an agency such as SANDAG to conduct public participation programs to ensure that the public is involved and that community concerns are addressed. A significant component of the SANDAG mission is a strong commitment to public participation and involvement to include all residents and stakeholders in the regional planning process.

This policy is consistent with the requirements of Section 450.316(a)(1)(x) of Title 23 in the Code of Federal Regulations and Public Utility Code Section 132360.1 established with the passage of Assembly Bill 361, which reads as follows:

(c) The agency shall engage in a public collaborative planning process; recommendations from that process shall be made available and considered for integration into the plan. A procedure to carry out this process including a method of addressing and responding to recommendations from the public shall be adopted.

Social Equity and Environmental Justice

Ensuring the meaningful involvement of low income, minority, disabled, senior, and other traditionally underrepresented communities is a key component of SANDAG public participation activities. SANDAG policies, procedures, and programs are consistent with federal and state environmental justice laws, regulations, and requirements, Title VI, related nondiscrimination requirements, and reflect the principles of social equity and environmental justice. Social equity means ensuring that all people are treated fairly and are given equal opportunity to participate in the planning and decision-making process, with an emphasis on ensuring that traditionally disadvantaged groups are not left behind. Environmental justice means ensuring that plans, policies, and actions do not disproportionately affect low income and minority communities.

Data Collection

SANDAG collects and uses racial and ethnic data showing the extent to which members of minority groups are beneficiaries of programs receiving Federal financial assistance through SANDAG.
programs and projects. The agency uses the data to confirm that populations protected by Title VI are not subject to discrimination or disparate impacts by SANDAG.

**Title VI Training**

SANDAG provides training on Title VI, social equity, and environmental justice matters to its employees near the time of hire. Updates to Title VI training are provided periodically thereafter on an as-needed basis.

**Complaint Process and Title VI Compliance Officer Contact Information**

SANDAG does not discriminate on the basis of race, color, sex, creed, religion, national origin, age, marital status, ancestry, medical condition, disability, veteran status, or sexual orientation in conducting government business. Persons who believe they have been subjected to discrimination or have been denied access to services or accommodations required by law, have the right to use the discrimination complaint procedures in Board Policy No. 009. The SANDAG Office of General Counsel is the Title VI Compliance Officer for this policy and is responsible for administering this complaint procedure, as well as ensuring compliance with applicable laws. The Compliance Officer can be reached at: SANDAG, 401 B Street, Suite 800, San Diego, California 92101; (619) 699-1900.

**Scope of Public Participation Efforts**

The policy addresses public participation policies and public information efforts in the following areas:

A. **Overall Public Participation Plan**
B. **Short Range Program – Regional Transportation Improvement Program**
C. **Development Planning**
D. **Design and Construction**
E. **Fare Changes**
F. **Short Range Transit Planning**
G. **Native American Consultation**

A. **Overall Public Participation Plan** -- Unless otherwise noted or required, the Public Participation Plan provides SANDAG general policies for public participation for major planning initiatives such as the Regional Transportation Plan, Regional Comprehensive Plan, Regional Short Range Transit Plan, and other planning and programming projects, including any tailored public involvement plans associated with them.

1. The SANDAG Public Participation Plan is designed to inform and involve the region’s residents in the decision-making process on issues such as growth, transportation, environmental management, housing, open space, air quality, energy, fiscal management, economic development, and public safety.

2. The Public Participation Plan seeks to involve all citizens, including but not limited to low income households, limited English proficient individuals, Hispanic, African American, Asian, Native American, senior, and other communities, persons with disabilities, as well as community and civic organizations, public agencies, business groups and associations, environmental organizations, and other stakeholders.
3. SANDAG Board meetings provide the public forum and decision point for significant regional issues. SANDAG Directors usually hold one or two Board meetings each month: a Board Policy Meeting the second Friday of each month and a Board Business Meeting the fourth Friday of each month. Meetings held at the SANDAG office are accessible by public transit. During these meetings, Directors adopt plans, allocate transportation funds, approve transit construction plans, approve transit fare changes, and establish policies and develop programs that are used by local governments as well as other public and private organizations.

4. The SANDAG Public Participation/Involvement Program shall comply with the Americans with Disabilities Act (ADA). SANDAG shall hold public meetings in buildings, rooms, or locations that are accessible to persons with disabilities. SANDAG shall provide public meeting information in alternate formats and shall provide special accommodations at public meetings with three business days notice.

5. The SANDAG Public Participation/Involvement Program Plan is carried out as an integrated work element of the agency’s Overall Work Program and Budget and as part of other programming, development, and implementation processes such as the Regional Transportation Plan, the Regional Comprehensive Plan, Regional Short Range Transit Plan, Regional Transportation Improvement Program, Environmental Impact Reports, transit capital project development, project construction, transit fare changes, corridor studies, and other projects.

6. SANDAG shall proactively seek and promote public participation in SANDAG workshops and public hearings, as well as participation and attendance at committees, working groups, and task forces. SANDAG shall follow local, state, and federal guidelines for posting public meeting and hearing notices. Depending upon the specific project, SANDAG shall endeavor to hold meetings at times that can attract as many participants as possible, including evenings and weekends and at locations in communities throughout the region. SANDAG shall endeavor to hold these meetings in locations that are accessible by public transit.

7. SANDAG shall inform the public in a timely manner about regional issues, actions, and pending decisions through a number of efforts. As needed or required, SANDAG shall post public notices in newspapers of general circulation for publication of legal notices. Other publication and distribution efforts can include mail distribution to residents, agencies, and city/county governments, the SANDAG website, email lists, text messaging, the SANDAG social media channels, and Region – the SANDAG monthly electronic newsletter. As needed, SANDAG also shall distribute press releases and media alerts to local, regional, and Mexico border area print and broadcast media.

8. SANDAG shall regularly inform local print, online, and broadcast media about SANDAG decisions, events, research, and other issues. SANDAG shall regularly distribute press releases to County News Services, Daily Transcript, East County Californian, El Latino, La Prensa, Los Angeles Times, North County Times, San Diego Business Journal, San Diego Metropolitan, San Diego Union-Tribune, San Diego Voice & Viewpoint, The Star News, and numerous community newspapers. SANDAG shall also distribute information to local and Mexico radio and television stations.
SANDAG shall use its website and social media channels to provide the public with useful and timely information, including: project updates and construction information; meeting schedules and agendas; plans and environmental documents; reports and other publications; demographic profiles and data downloads; and interactive database and mapping applications.

As appropriate and as required by local, state, and federal guidelines, SANDAG shall translate into Spanish, and other languages, publications, announcements, and web content. In addition, numerous staff members are bilingual Spanish-English speakers and participate in public outreach and conduct presentations in Spanish. Translators shall be hired as outlined in the SANDAG Language Assistance Plan and as required by local, state, and federal guidelines to provide services in Spanish and other languages as appropriate.

SANDAG conducts periodic public opinion surveys as part of the outreach and citizen participation component of the SANDAG work program. These surveys shall be designed to include the San Diego region’s residents in the regional planning process and to keep SANDAG officials aware of issues that are of concern to the people who live here.

SANDAG will endeavor to respond to general comments received by phone, fax, letter, or email within five (5) business days of receipt. Comments shall be routed to the SANDAG staff person who is responsible for that issue. Comments may be responded to in writing (email or letter) or may be resolved with the initial phone call. Some comments may need to be resolved by another agency or jurisdiction so the customer is referred to the appropriate entity. When a comment is submitted as part of a public review process (e.g., a plan or environmental report) the comment and response is logged into a database. Comments, concerns, and responses received as part of a public review process shall be included in the final plan or report. Comments received via SANDAG social media channels will be addressed as stated in the SANDAG Social Media Policy.

B. Short Range Program – Regional Transportation Improvement Program (RTIP) – document updated every two years outlining major transportation projects to be implemented during a five-year period.

1. SANDAG shall follow the latest federal and state regulations regarding participation by interested parties.

2. As the document that implements the long range plan, the RTIP shall be incorporated as part of the Board-adopted public involvement process established for the Regional Transportation Plan (October 27, 2006), including participating in public outreach efforts, providing adequate public notice (legal notice publications), employing visualization techniques, and holding public meetings at convenient and accessible locations.

3. SANDAG shall respond to any significant public input or comment received during the development of the biennial update and/or during the amendment cycle as part of its
report to the Board or Transportation Committee (as appropriate).

4. The biennial RTIP update will be noticed in newspapers of general circulation, including in alternate languages, and a public hearing shall be held prior to final adoption by the Board of Directors.

5. During the amendment cycle, SANDAG will provide a draft of the amendment to all interested parties for a 15-day comment period.

C. Development Planning – Planning, environmental, preliminary engineering activities on major capital projects.

1. SANDAG shall follow current federal and state regulations regarding public involvement processes and procedures. SANDAG shall develop public involvement programs tailored to meet specific project needs which address the unique challenges presented by each project. Programs shall be developed using the joint Federal Highway Administration and Federal Transit Administration (FHWA/FTA) guidelines titled “Public Involvement Techniques for Transportation Decision-Making.”

2. The public involvement program shall set objectives, identify people to be reached, develop public involvement strategy, and define specific outreach techniques.

3. The public involvement program shall be developed so that critical community concerns and technical issues are identified in the study. The issues need to address the engineering, environmental, economic, and financial analyses that respond effectively to community needs and preferences and satisfy local, state, and federal environmental clearance requirements.

4. To facilitate community participation, lists of individuals, agencies, and organizations shall be developed for distribution of agency materials. These lists will include persons who have indicated an interest in transportation planning projects during previous public information efforts and/or focused on the specific project. Project information would will be distributed to the persons on this list in conjunction with public meetings and workshops, to solicit comments and recommendations.

5. Environmental documents shall be prepared in accordance with California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), as appropriate, and in coordination and consultation with various federal, state, and local agencies, and with elected officials, community leaders, organizations, and other individuals from the neighborhoods and communities potentially affected by the proposed action. Coordination and public involvement shall be achieved through a variety of means, such as formal public hearings and meetings, circulation of draft documents, mailings, focus group meetings, workshops, and individual/group contacts.

6. Formal scoping meetings, public hearings, and/or other meetings during the comment period and environmental document certification shall be held in accordance with the requisite environmental document. As required, meetings shall be announced in the Federal Register, local publications, and on the SANDAG website. Persons and
organizations on the project mailing list and social media channels also will be notified. SANDAG shall endeavor to hold public meetings in locations accessible by public transit.

7. SANDAG shall prepare and distribute appropriate notices and communications to comply with CEQA and NEPA requirements.

8. A public information program shall be developed to inform the community of factors related to the project. The information program may include briefings for the news media, informational meetings, presentations to include community and professional associations and educational institutions, business groups and associations, environmental organizations, outreach via social media, and other public forums.

9. A project working group may be organized to review and comment on the project to build understanding and identify support for feasible alternatives. This group may consist of various elected officials/staff, community and neighborhood organizations, business organizations, property owners, and other stakeholders and interested parties. This group would be formed to provide comment and guidance regarding technical issues, review study alternatives and evaluation results, and provide community input regarding the alternatives. This iterative process would allow for identified issues and concerns to receive follow-up responses. Meeting summaries of project working group activities shall be produced. Meeting notices, agendas, and/or other information shall be posted to the SANDAG website.

10. Other public input opportunities include SANDAG Board of Directors meetings and meetings of SANDAG policy committees: Executive, Transportation, Regional Planning, Borders, and Public Safety. Other opportunities for public participation are at working group meetings, general public meetings, and presentations to planning and community groups.

D. **Design and Construction** – Design and construction of capital projects.

1. For all capital improvement projects with significant community impacts, SANDAG shall provide opportunities for members of the public to provide input and express concerns. SANDAG also shall implement a program designed to inform the public of progress, as well as safety and community impacts in the event of construction.

2. SANDAG shall hold publicly noticed meetings at key stages of project development and implementation in the area(s) being impacted. The location of the meetings shall depend upon the geographic location of the project. Meetings concerning projects exclusively within the North County Transit District (NCTD) service area shall be held in North County locations, and if appropriate, at SANDAG offices. Meetings concerning projects exclusively within the Metropolitan Transit System (MTS) service area shall be held in MTS service areas affected, and if appropriate, at SANDAG offices. Meetings concerning all other projects shall be held at SANDAG offices or other locations specified in SANDAG agendas. SANDAG, MTS, and NCTD offices are accessible by public transit. SANDAG shall endeavor to hold off-site public meetings at locations accessible by public transit.
3. SANDAG shall solicit input from the representatives of interest groups of the local population, such as community groups, planning groups, business groups and associations, business improvement districts, environmental organizations, neighborhood associations, limited English proficient populations, and senior and disabled riders. These stakeholders will be consulted during the design and construction of capital projects.

4. SANDAG shall work to advise the public regarding actual and perceived disruption during construction of capital projects by distributing informational, educational, and public information materials, and by using other traditional community relations tools.

5. SANDAG shall endeavor to meet citizen concerns as they arise and attempt to resolve those concerns.

6. For all projects requiring environmental review under CEQA and NEPA, such as major capital improvement projects, SANDAG shall provide opportunities for members of the public to provide input and comply with all related legal requirements.

6.1 SANDAG shall solicit input from the representatives of interest groups of the local population, such as community groups, planning groups, business groups and associations.

6.2 SANDAG shall incorporate public input into project planning and development where practical and feasible.

6.3 SANDAG shall hold a public hearing to seek public comment whenever required under CEQA and/or NEPA.

6.3.1 Published notifications for such hearings shall be published in newspapers of general circulation for publication of legal notices. Notices also may be published in regional, community, or Spanish-language newspapers to reach the affected area.

6.3.2 Any item subject to a public hearing will be listed and described in the Board’s published agenda, which shall be posted at least 72 hours in advance of the meeting at the Board’s meeting place and on the SANDAG website.

6.3.3 Public hearings shall be conducted by SANDAG at the published date, time, and place. The public hearing will allow for interested parties to be heard. The Board also will consider any written comments that were forwarded to the Board prior to the hearing.
E. Fare Changes

1. SANDAG has adopted Board Policy No. 029 to provide policy guidance for fare changes. This section of this policy is designed to inform and involve public transit riders, stakeholders, and the general public about proposed changes in transit fares. It is not intended to apply to transit route changes within the purview of the transit operators.

1.1 Consistent with Board Policy No. 004, SANDAG staff shall hold one or more public meetings to provide the public an opportunity to comment on proposed fare changes. A minimum of two public meetings shall be held prior to the first reading of any proposed fare change that affects services operating in both the MTS and NCTD service areas. At least one public meeting shall be held in the MTS service area, and at least one public meeting shall be held in the NCTD service area. If one or more public meetings are conducted by a public meeting officer pursuant to Board Policy No. 004, at least one of the public meetings shall be held with a starting time no earlier than 6:00 p.m. A public meeting for proposed fare changes that do not affect the entire region may be held exclusively within the general geographic area that is being affected by the fare change. Such public meeting shall be held at a time convenient for users and potential users of the affected service. Public meetings at which formal public testimony will be taken shall be held at locations that are accessible by users of public transit. An official transcriber or other means of recording all public input received shall be utilized at all public hearings, meetings, workshops or open-houses at which formal public testimony is taken. A record of the input received shall be provided to the Transportation Committee or Board of Directors at the time of the first and second readings of amendments to the fare ordinance for the purpose of adjusting fare prices.

1.2 Public comments on proposed fare changes also shall be accepted at the SANDAG Board or Transportation Committee meeting before any final action is taken.

1.3 Take One, Rider Alerts, or other public notices in both English and Spanish will be posted on all affected public transit vehicles within the affected area at least 15 calendar days prior to the public hearing and will include a description of the proposed fare change, the date, time, intent and location of the public meeting, and the deadline for written, email, and phone comments from the public. The notices will be posted to the SANDAG and Transit Agency website(s).

1.4 Print notice of public meetings at which formal public testimony will be taken will be provided at least 15 calendar days prior to the public meeting date in newspapers of general circulation in the affected area(s), including appropriate minority and community publications. Public notices will be printed in Spanish in Spanish-language newspapers. Such public meeting notices will include a description of proposed fare changes, the date, time,
intent, and location of the public meeting(s), and the deadline for written, email, and phone comments from the public.

1.5 An open phone line will be made available to take public comments at least 15 calendar days prior to adoption of fare changes.

1.6 A Transportation Committee and/or Board report (as appropriate) will be completed and available for public review at least 72 hours prior to the public meeting at which the fare changes are proposed for adoption and posted to the SANDAG website(s).

2. After a fare change is approved by SANDAG:

2.1. The public will be notified via news release(s)

2.2. Take One, Rider Alerts, or other public notices in both English and Spanish will be posted on all affected transit vehicles at least 15 calendar days prior to changes going into effect and posted to the SANDAG and Transit Agency website(s).

3. SANDAG shall follow federal Title VI and environmental justice requirements when implementing transit fare changes.

3.1. Residential, employment, and transportation patterns of low-income, limited English speaking, and minority populations shall be identified so that their needs can be identified and addressed, and the benefits and burdens of transportation investments can be fairly distributed. SANDAG shall endeavor to involve the affected communities in evaluating the benefits and burdens of transportation investments.

3.2. SANDAG shall evaluate and - where necessary - improve the public involvement processes to eliminate participation barriers and engage minority and low-income populations in transportation decision making.

F. Short Range Transit Planning

1. Public information and involvement programs for the Regional Short Range Transit Plan and the Coordinated Human Resources and Public Transit Transportation Plan shall be the responsibility of SANDAG.

2. Public information and involvement programs for transit service changes will fall under adopted policies of MTS and NCTD.

G. Native American Consultation

1. SANDAG shall establish and adhere to government-to-government relationships when interacting with Tribal Governments, acknowledging these tribes as unique and separate governments within the United States.
2. SANDAG shall recognize and respect important California Native American rights, sites, traditions, and practices.

3. SANDAG engages in “consultation” with Tribal Governments prior to making decisions, taking actions, or implementing programs that may impact their communities.

4. To facilitate effective consultation with Tribal Governments, SANDAG has established a Tribal Government Liaison. The Liaison shall serve as an initial contact for Tribal Governments and communicates with tribal governments regarding SANDAG activities.

   4.1. “Consultation” is the active, affirmative process of: (1) identifying and seeking input from appropriate American Indian government bodies, community groups, and individuals; and (2) considering their interests as a necessary and integral part of the decision-making process.

Adopted November 2004
Amended March 2005
Amended January 2006
Amended December 2007
Amended December 2008
Amended January 2010
Amended November 2012
Amended [insert date]
ALLOCATION OF FUNDS FROM THE CALIFORNIA COASTAL COMMISSION PUBLIC RECREATIONAL BEACH IMPACT MITIGATION FUND

File Number 3200200

Introduction

The City of Encinitas is requesting funding from the California Coastal Commission (Commission) Public Recreational Beach Impact Mitigation Fund (PRBIM Fund), administered by SANDAG, for the construction of a pedestrian trail along Coast Highway 101. The Commission collects these fees to mitigate for adverse impacts on public recreational use of beaches. Cities may use these funds to provide recreational improvements designed to enhance public recreational use within the region. Allocation of funds from a coastal jurisdiction's account requires that jurisdiction's formal approval through a resolution by the City Council. The resolution provided by the City of Encinitas is included as Attachment 1.

Additionally, prior to the allocation of any funds, the proposal must be reviewed and recommended by the Shoreline Preservation Working Group (Working Group) and Regional Planning Committee, approved by the Board of Directors, and submitted to the Executive Director of the Commission for review and approval. The Working Group reviewed and recommended approval on June 1, 2017. The Regional Planning Committee reviewed this item at its September 1, 2017, meeting and also recommends approval of the requested funding allocation.

Discussion

In October 2005, the Commission approved the PRBIM Fund. The PRBIM Fund consists of fees collected by the Commission to mitigate for the adverse impacts on public recreational use of the beaches within the region resulting from construction of shoreline protective structures or other forms of development that have adverse effects on the beach or shoreline. Mitigation fees are deposited in an interest-bearing account and held until a request for the funding is made by a coastal jurisdiction.

Money from the PRBIM Fund will be used solely to implement projects that provide public recreational improvements that may include, but are not limited to, public beach accessways, blufftop access, viewing areas, public restrooms, public beach parking, and public trail amenities. In April 2007, the Board of Directors approved and authorized SANDAG staff to enter a Memorandum of Agreement (MOA) (Attachment 2) with the Commission for the administration of the PRBIM Fund. This
administrative role is in addition to the Beach Sand Mitigation Fund, which SANDAG has been managing on behalf of the Commission since 1996.

**City of Encinitas Cardiff State Beach Pedestrian Trail Project**

The City of Encinitas is requesting to use $283,074 of the $283,074.17 PRBIM Funds available within their account to support their Cardiff State Beach Pedestrian Trail Project. The trail will be approximately 5 feet wide and approximately 2,900 linear feet in length and will be located on the west side of Coast Highway 101, adjacent to the proposed dune system described below. Allocation of the requested $283,074 will provide the City with a portion of the funding needed to construct the proposed project. The cost estimate based on 65 percent design is approximately $388,000.

The proposed project will be a part of the larger Cardiff State Beach Living Shorelines Project, which will create a dune system along the back-beach portions of Cardiff State Beach to enhance coastal protection and improve coastal habitat. This project is being coordinated by a multi-agency partnership, which includes the San Elijo Lagoon Conservancy, the City of Encinitas, the California State Coastal Conservancy, and the California Department of Parks and Recreation. The total cost of the project (inclusive of the pedestrian trail described above) is approximately $2.7 million. Funding is being provided by the Commission, California Coastal Conservancy, and Ocean Protection Council.

Local Commission staff has confirmed that the proposed project is consistent with the eligibility criteria included in the MOA for the PRBIM Fund.

**Next Steps**

If the City’s request is approved by the Board of Directors, SANDAG staff will submit the proposal to the Executive Director of the Commission for review and approval.

KIM KAWADA
Chief Deputy Executive Director


Key Staff Contact: Sarah Pierce, (619) 699-7312, sarah.pierce@sandag.org
RESOLUTION 2017-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ENCINITAS, REQUESTING FUNDING FROM THE CALIFORNIA COASTAL COMMISSION'S PUBLIC RECREATIONAL BEACH IMPACT MITIGATION FUND ADMINISTERED BY THE SAN DIEGO ASSOCIATION OF GOVERNMENTS FOR THE CARDIFF BEACH PEDESTRIAN TRAIL

WHEREAS, the Public Recreational Beach Impact Mitigation (PRBIM) Fund consists of fees collected by the California Coastal Commission through its coastal development permit process pursuant to special conditions of various permits, as mitigation for the adverse impacts on public recreational use of the beaches within San Diego County from development along the beach by shoreline protective structures such as seawalls, revetments, and bluff retaining walls; and

WHEREAS, the Seacoast Preservation Association has determined that this project is in keeping with the core mission of preserving and enhancing the marine and coastal environment for all Californians; and

WHEREAS, fees collected are deposited into a special account and administered by SANDAG in cooperation with the California Coastal Commission; and

WHEREAS, the purpose of the fund is to aid local governments, working cooperatively through SANDAG and the Coastal Commission, in providing recreational improvements designed to enhance public recreational beach use within San Diego County; and

WHEREAS, the funds are used for projects that provide public recreational improvements such as a public beach access ways, bluff top access, viewing areas, public restrooms, public beach parking and public trail amenities; but not to fund operations, maintenance, research or planning studies; and

WHEREAS, projects eligible for PRBIM funding must be consistent with criteria described in the SANDAG Memorandum of Agreement (MOA) which include the following:

1. The project must be recommended by the SANDAG Shoreline Preservation Working Group, SANDAG Regional Planning Committee, and approved by the SANDAG Board of Directors;
2. Projects must provide public beach recreational improvements;
3. Projects must be capital projects and funds cannot be used for operations, research or maintenance of planning studies;
4. Projects must obtain approval from the California Coastal Commission prior to construction; and

WHEREAS, a formal Resolution is required to be submitted to the SANDAG Shoreline Preservation Working Group in order to initiate the process of PRBIM fund allocation; and
WHEREAS, there is currently $283,074 available in the SANDAG Public Recreation Impact Mitigation Fund account held for the City by SANDAG. Receipt of the requested $283,074 will enable the City to complete the pedestrian trail; and

WHEREAS, the Cardiff Beach Living Shoreline Project will construct a pedestrian trail along Coast Highway 101 to enhance public access to the beach; and

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED that the City Council of the City of Encinitas does, hereby, resolve as follows

1. That the above citations are true and correct
2. According to the Memorandum of Understanding between the California Coastal Commission and SANDAG the Public Recreational Beach Impact Mitigation Fund is available for eligible projects that provide public recreational improvements.
3. That the City Council makes and approves the request for funding from the Public Recreational Beach Impact Mitigation Fund for $283,074.
4. That SANDAG’s Shoreline Preservation Working Group will evaluate the proposal and determine if the money from the fund should be allocated to this project.
5. After recommendation by SANDAG’s Shoreline Preservation Working Group the request must be recommended by the SANDAG Regional Planning Committee for approval by the SANDAG Board of Directors.

PASSED AND ADOPTED this 24th day of May, 2017, by the following vote, to wit:

AYES: Blakespear, Boerner Horvath, Kranz, Mosca, Muir

NAYS: None

ABSENT: None

ABSTAIN: None

Catherine S. Blakespear, Mayor
City of Encinitas

ATTEST:

Kathy Hollywood, City Clerk
MEMORANDUM OF AGREEMENT BETWEEN  
THE SAN DIEGO ASSOCIATION OF GOVERNMENTS  
AND THE CALIFORNIA COASTAL COMMISSION  
ESTABLISHING A PROCESS FOR THE ADMINISTRATION OF THE  
PUBLIC RECREATIONAL BEACH IMPACT MITIGATION FUND

WHEREAS, the Public Recreational Beach Impact Mitigation Fund consists of fees collected by the California Coastal Commission ("Commission") through its coastal development permit process pursuant to special conditions of various permits, as mitigation for the adverse impacts on public recreational use of the beaches within San Diego County from development along the beach or shoreline including but not limited to, shoreline protective structures such as seawalls, revetments, and bluff retaining walls; and

WHEREAS, the mitigation fees are deposited in an interest-bearing account created at the San Diego Association of Governments ("SANDAG"), with all interest earned payable to the account for the purposes stated below; and

WHEREAS, the purpose of the account is to establish a Public Recreational Beach Impact Mitigation Fund ("Fund") to aid local governments, working cooperatively through SANDAG and the Commission, in providing recreational improvements designed to enhance public recreational beach use within San Diego County; and

WHEREAS, the funds shall be solely used to implement projects that provide public recreational improvements which may include but are not limited to, public beach accessways, blufftop access, viewing areas, public restrooms, public beach parking, and public trail amenities, and not to fund operation, research, maintenance, or planning studies; and

WHEREAS, the Fund shall be allocated as provided for in this Memorandum of Agreement (MOA) between SANDAG and the Commission, setting forth terms and conditions to ensure that the mitigation fees will be expended in the manner intended by the Commission.

NOW THEREFORE, in consideration of the foregoing recitals the parties hereby agree as follows:

1. Fund Administration

The Commission and SANDAG agree that the mitigation fees collected will be held by SANDAG in a trust fund maintained and operated by SANDAG, and known as the Fund. However, SANDAG agrees to establish a separate accounting for monies within the Fund for each coastal jurisdiction in the San Diego County region. Mitigation fees collected from approved shoreline projects within each coastal jurisdiction shall be accounted for by jurisdiction.

Money from a coastal jurisdiction’s account cannot be spent without having that local jurisdiction’s formal approval through resolution by city council or Board of Supervisors.

The money in the Fund shall be invested by SANDAG in accordance with applicable law. Income and/or interest shall be credited to each coastal jurisdiction’s account on a prorated basis. A copy of the accounting review shall be submitted annually, upon completion, to the Executive Director of the Commission ("Executive Director").
Up to a maximum of 15 hours at a rate not greater than $105.00 per hour (loaded rate) per request will be used to reimburse SANDAG staff time. Reimbursement will occur when funds are allocated. Reimbursable activities include but are not limited to the preparation of agendas, reports, presentations at meetings, and other necessary activities in support of fund allocation. Reimbursement will be taken from funds reserved for the local jurisdiction(s) requesting fund allocation and should be included in a jurisdiction’s formal funding approval.

2. Fund Allocation

The Commission and SANDAG agree that the Commission and the region’s coastal jurisdictions, working together with the Shoreline Preservation Working Group, shall evaluate proposed public recreational improvement projects and will recommend how much, if any, money from the fund should be allocated to a project and how much of the total allocation should come from each jurisdiction’s account. No funds shall be allocated from a local jurisdiction’s account without the jurisdiction’s formal approval through a resolution by the relevant city council or Board of Supervisors.

The Commission and SANDAG agree that, prior to allocation of any funds, the recommendation of the Shoreline Preservation Working Group, as well as recommendation for approval by the SANDAG Regional Planning Committee and approval by the SANDAG Board of Directors, must be submitted to the Commission’s Executive Director for review and approval. The Commission’s Executive Director must provide written concurrence with each allocation before any allocation occurs.

The Commission and SANDAG agree that each disbursement shall only be made to the recipient with conditions that guarantee that the disbursement is issued as intended by the Shoreline Preservation Working Group and approved by SANDAG and the Commission’s Executive Director. Any portion of the disbursement that is not used shall be returned to the Fund and accounted for in the contributing coastal jurisdiction’s account(s) on a pro-rated basis.

3. Eligible Projects

Only projects which meet all of the following criteria will be considered by the Commission, the Shoreline Preservation Working Group, and SANDAG for funding:

a. Projects that are recommended by the Shoreline Preservation Working Group and approved by SANDAG, the Commission’s Executive Director, and formal action of the relevant local coastal jurisdiction(s), may be considered for funding.

b. Projects that involve public shorefront recreational improvements for beach and beach-related public access, which may include but are not limited to, public beach access stairways/ramps, blufftop access, viewing areas, public benches/bicycle racks, public restrooms, public beach parking, and public trail improvements, in San Diego County will be considered for funding. Because the fees that will go into the Fund are intended to mitigate for the loss of and/or impact to public recreational beach value resulting from construction of shoreline protective structures or other forms of development that have adverse effects on the beach or shoreline, only projects that provide public recreational improvements shall be supported by the Fund.
c. Projects must be capital projects to be considered for funding. Mitigation fees shall not be used for operations, research, maintenance, or planning studies. The Shoreline Preservation Working Group may recommend that funds be allocated to engineering or permitting (e.g., environmental documentation) costs directly related to the implementation of a capital project, under limited circumstances, and only if necessary to secure supplemental funds from another source.

d. Projects must obtain Coastal Act authorization from the local government having jurisdiction, and/or the Commission, prior to initiation of construction.

4. Use of Project Funds

The Commission and SANDAG agree that mitigation fees generated within a coastal jurisdiction shall be used only for projects affecting that same coastal jurisdiction but may include regional projects that span and affect multiple jurisdictions.

It is the intent of the parties to this MOA to ensure consistency in the administration and allocation of mitigation fees from the Public Beach Recreational Impact Mitigation Fund.

Projects may be carried out by the local jurisdictions themselves, by other agencies, including, but not limited to, the Army Corps of Engineers, the United States Navy, the California Coastal Conservancy, the California Department of Parks and Recreation or the California Department of Boating and Waterways, and/or non-profit organizations. Any third party selected to carry out a project using the Public Beach Recreational Impact Mitigation Fund shall agree to defend, indemnify and hold the Commission and SANDAG, their respective officers, directors, staff, agents, and member agencies harmless from any and all liability, claims, damages or injuries to any person or property arising from or connected with a project funded under this MOA.


This MOA may be altered, changed or amended by mutual consent of the parties hereto. Either party may terminate this MOA by providing written notification 30 days prior to termination.

In the event of termination of this MOA by either party, any and all remaining funds shall be transferred by SANDAG to the Commission or a Commission-approved alternate entity consistent with the principles set forth in this MOA.

For purposes of this MOA, the relationship of the parties is that of independent entities and not as agents of each other or as joint venturers or partners. The parties shall maintain sole and exclusive control over their personnel, agents, consultants, and operations.

Nothing in the provisions of this MOA is intended to create duties or obligations to or rights in third parties to this MOA or affect the legal liability of the parties to this MOA.

This MOA shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this MOA, the action shall be brought in a state or federal court situated in the County of San Diego, State of California.
OVERVIEW OF DEVELOPMENTS IN THE FINANCIAL MARKETS, QUARTERLY FINANCE REPORT, AND ANNUAL INTEREST RATE SWAP EVALUATION FOR THE PERIOD ENDING JUNE 30, 2017

Introduction

Staff provides quarterly reports intended to keep the Board of Directors informed about the latest developments in the financial markets, the economy, and sales tax revenues; the strategies being explored and implemented to minimize possible impacts to the TransNet Program; and a quarterly report on investments as required per Board Policy No. 003: Investment Policy.

In addition, Board Policy No. 032: San Diego County Regional Transportation Commission Interest Rate Swap Policy, requires that a written description of the swaps and an evaluation of the risks associated with outstanding interest rate swaps be presented to the Board on an annual basis.

Discussion

Market Review and Update

Overview

Economic data from the first half of 2017 indicates that the world economy is moving past the effects of the financial crisis. For the first time since 2007, all 45 countries tracked by the Organization for Economic Cooperation and Development (OECD) are expected to experience economic growth this year. Thirty-three of the countries are expecting growth to accelerate. Estimates indicate that the Eurozone economy grew at 2.5 percent, the U.S. economy grew at 2.6 percent, and the Japanese economy grew at 4 percent for the second quarter. Furthermore, developed economies are seeing consumers return to pre-recession spending habits. This continued growth could provide central banks with more justification to raise interest rates.

Although inflation continues to run below the Federal Open Market Committee’s (FOMC) target of 2 percent, FOMC officials voted to raise the target federal funds rate by 0.25 percent at the June meeting. Chairwoman Janet Yellen cited strengthening economic growth and employment as justification for the hike. She attributed decelerating inflation to transitory factors. Projection materials released following the June meeting show that FOMC officials expect at least one more rate hike this year.

Following its July meeting, the FOMC announced plans to gradually reduce its $4.5 trillion balance sheet. The Federal Reserve’s balance sheet grew during the financial crisis as it purchased securities to lower long-term borrowing rates. The Federal Reserve will decrease its reinvestment of principal
repayments by $10 billion per month and will increase in steps of $10 billion per month at quarterly intervals until it reaches $50 billion per month. The specific timetable is expected to be announced as soon as September 19-20 (the next meeting).

In the aftermath of the election, the AAA Municipal Market Data (MMD) index (industry-accepted index for tax-exempt bonds) experienced double-digit increases across the yield curve as investors moved to the equity markets in anticipation of the Trump administration's pro-growth policies. However, the market has stabilized as investors have begun to wonder if this administration can implement these policies amid political obstacles. The current 30-year AAA MMD bond yield is 2.73 percent.

<table>
<thead>
<tr>
<th>Maturity</th>
<th>6/30/2016</th>
<th>12/30/2016</th>
<th>6/30/2017</th>
<th>8/28/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>3-Year</td>
<td>0.66%</td>
<td>1.46%</td>
<td>1.14%</td>
<td>0.95%</td>
</tr>
<tr>
<td>5-Year</td>
<td>0.89%</td>
<td>1.79%</td>
<td>1.35%</td>
<td>1.14%</td>
</tr>
<tr>
<td>10-Year</td>
<td>1.35%</td>
<td>2.31%</td>
<td>1.99%</td>
<td>1.88%</td>
</tr>
<tr>
<td>20-Year</td>
<td>1.89%</td>
<td>2.90%</td>
<td>2.65%</td>
<td>2.54%</td>
</tr>
<tr>
<td>30-Year</td>
<td>2.02%</td>
<td>3.04%</td>
<td>2.79%</td>
<td>2.73%</td>
</tr>
</tbody>
</table>
Benchmark Tax-Exempt Rate History
(January 4, 1993, to August 28, 2017)

Benchmark Tax-Exempt Rate History
(January 4, 2016, to August 28, 2017)

- Increase from Previous Day (Left Axis)
- Decrease from Previous Day (Left Axis)
- 30-Year AAA MMD (Right Axis)

Benchmark Tax-Exempt Rate History
(January 4, 1993, to August 28, 2017)
Municipal Market Supply

Through July, the total tax-exempt municipal bond supply is $222.4 billion, down 13.2 percent from 2016. The drop in issuance is driven by a decline in refinancings. In 2016, refinancings were nearly half of all bond transactions, measured by par amount. In 2017, refinancings constitute little more than one quarter of all transactions. Because issuers refinanced so much outstanding debt in 2016, there have been fewer opportunities to do so in 2017.

Interest Rate Forecasts

At its June 2017 meeting, the FOMC voted to raise the target federal funds rate range by 0.25 percent, the second time in 2017. FOMC officials cited solid job growth for the year, continually declining unemployment, increased household spending, and business fixed investment as factors supporting the rate hike. Based on projection materials released with the June statement, 12 of 16 FOMC officials anticipate at least one more rate hike in 2017. Additionally, FOMC officials indicated they will begin to unwind the FOMC’s $4.5 trillion balance sheet of bond holdings resulting from its response to the financial crisis.

The table below provides an average of interest rate forecasts by industry professionals. These are surveyed and compiled by Bloomberg. As noted, the ten-year U.S. Treasury (UST) rate is forecast to increase to 2.52 percent by the fourth quarter of 2017. The 30-year UST rate is forecast to increase to 3.11 percent by the fourth quarter of 2017. The two-year UST rate is forecast to increase to 1.63 percent by the fourth quarter of 2017.

<table>
<thead>
<tr>
<th>Forecast</th>
<th>8/28/17</th>
<th>Q3 17</th>
<th>Q4 17</th>
<th>Q1 18</th>
<th>Q2 18</th>
<th>Q3 18</th>
<th>Q4 18</th>
</tr>
</thead>
<tbody>
<tr>
<td>30-Year UST</td>
<td>2.76%</td>
<td>2.96%</td>
<td>3.11%</td>
<td>3.22%</td>
<td>3.33%</td>
<td>3.41%</td>
<td>3.52%</td>
</tr>
<tr>
<td>10-Year UST</td>
<td>2.16%</td>
<td>2.36%</td>
<td>2.52%</td>
<td>2.64%</td>
<td>2.74%</td>
<td>2.84%</td>
<td>3.01%</td>
</tr>
<tr>
<td>2-Year UST</td>
<td>1.33%</td>
<td>1.48%</td>
<td>1.63%</td>
<td>1.78%</td>
<td>1.95%</td>
<td>2.10%</td>
<td>2.28%</td>
</tr>
<tr>
<td>3M London Interbank Offered Rate (LIBOR)</td>
<td>1.32%</td>
<td>1.31%</td>
<td>1.54%</td>
<td>1.69%</td>
<td>1.90%</td>
<td>2.07%</td>
<td>2.24%</td>
</tr>
<tr>
<td>Federal Funds Target Rate Upper Bound</td>
<td>1.25%</td>
<td>1.25%</td>
<td>1.50%</td>
<td>1.60%</td>
<td>1.85%</td>
<td>1.95%</td>
<td>2.10%</td>
</tr>
<tr>
<td>Federal Funds Target Rate Lower Bound</td>
<td>1.00%</td>
<td>1.00%</td>
<td>1.24%</td>
<td>1.37%</td>
<td>1.58%</td>
<td>1.72%</td>
<td>1.86%</td>
</tr>
</tbody>
</table>

1 Issuance data from The Bond Buyer
2 Bloomberg survey compilation as of August 28, 2017
Debt Portfolio Overview and Update

Outstanding Debt Overview

In June, SANDAG closed a $537.5 million Transportation Infrastructure Finance and Innovation Act (TIFIA) loan with the U.S. Department of Transportation. The loan will finance a portion of the Mid-Coast Corridor Transit Project that will connect the Old Town Transit Center in Downtown San Diego to the University City area. The loan has an interest rate of 2.72 percent and matures in 2045. Currently, the loan is undrawn and does not represent an obligation of SANDAG at this time. The plan of finance for the Mid-Coast Corridor Transit Project assumes the TIFIA loan is drawn in FY 2021, at which point it will be repayable from a third lien on TransNet revenues that is subordinate to SANDAG’s outstanding bonds and commercial paper. As a third lien commitment, the loan does not impact SANDAG’s senior lien ratings which remain triple-A as rated by S&P and Fitch.

While the TIFIA loan remains undrawn, SANDAG has $1.75 billion of outstanding long-term debt. Of the total debt portfolio, 23 percent consists of synthetic fixed-rate bonds (variable-rate bonds hedged with fixed-payer interest rate swaps), and the remaining 77 percent are fixed-rate bonds. A summary of the outstanding bonds is tabulated and graphically presented below.

<table>
<thead>
<tr>
<th>Summary of Outstanding Debt</th>
<th>Series</th>
<th>Tax Status</th>
<th>Coupon Type</th>
<th>Original Issue Size</th>
<th>Outstanding Par</th>
<th>Call Option</th>
<th>Final Maturity</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008A</td>
<td>Tax-Exempt</td>
<td>Variable-Rate</td>
<td>$150,000,000</td>
<td>$100,575,000</td>
<td>Current</td>
<td>4/1/2038</td>
<td></td>
</tr>
<tr>
<td>2008B</td>
<td>Tax-Exempt</td>
<td>Variable-Rate</td>
<td>$150,000,000</td>
<td>$100,575,000</td>
<td>Current</td>
<td>4/1/2038</td>
<td></td>
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<tr>
<td>2008C</td>
<td>Tax-Exempt</td>
<td>Variable-Rate</td>
<td>$150,000,000</td>
<td>$100,575,000</td>
<td>Current</td>
<td>4/1/2038</td>
<td></td>
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<tr>
<td>2008D</td>
<td>Tax-Exempt</td>
<td>Variable-Rate</td>
<td>$150,000,000</td>
<td>$100,575,000</td>
<td>Current</td>
<td>4/1/2038</td>
<td></td>
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<tr>
<td>2010A</td>
<td>Taxable BABs</td>
<td>Fixed-Rate</td>
<td>$338,960,000</td>
<td>$338,960,000</td>
<td>Make-Whole</td>
<td>4/1/2048</td>
<td></td>
</tr>
<tr>
<td>2010B</td>
<td>Tax-Exempt</td>
<td>Fixed-Rate</td>
<td>$11,040,000</td>
<td>$6,925,000</td>
<td>4/1/2020</td>
<td>4/1/2030</td>
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<tr>
<td>2012A</td>
<td>Tax-Exempt</td>
<td>Fixed-Rate</td>
<td>$420,585,000</td>
<td>$341,455,000</td>
<td>4/1/2022</td>
<td>4/1/2048</td>
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<tr>
<td>2014A</td>
<td>Tax-Exempt</td>
<td>Fixed-Rate</td>
<td>$350,000,000</td>
<td>$340,950,000</td>
<td>4/1/2024</td>
<td>4/1/2048</td>
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<tr>
<td>2016A</td>
<td>Tax-Exempt</td>
<td>Fixed-Rate</td>
<td>$325,000,000</td>
<td>$322,235,000</td>
<td>4/1/2026</td>
<td>4/1/2048</td>
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<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td>$1,752,825,000</td>
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</table>

<table>
<thead>
<tr>
<th>Summary of TIFIA Loan Commitment</th>
<th>Series</th>
<th>Tax Status</th>
<th>Coupon Type</th>
<th>Original Issue Size</th>
<th>Outstanding Par</th>
<th>Call Option</th>
<th>Final Maturity</th>
</tr>
</thead>
<tbody>
<tr>
<td>TIFIA</td>
<td>Taxable</td>
<td>Fixed-Rate</td>
<td>$537,484,439</td>
<td>$537,484,439</td>
<td>Anytime</td>
<td>10/1/2045</td>
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</tr>
<tr>
<td>Total with Loan Commitment</td>
<td></td>
<td></td>
<td></td>
<td>$2,290,309,439</td>
<td></td>
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<td></td>
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</tbody>
</table>
Debt Service and Coverage

As previously stated, SANDAG’s TIFIA loan is repayable from a third lien that is subordinate to the outstanding bonds (which are on the senior lien) and the existing commercial paper (which is on the subordinate lien). As a result, senior lien debt service remains level in aggregate at about $105.3 million annually. Assuming SANDAG draws on the TIFIA loan as expected to complete the Mid-Coast Corridor Transit Project, SANDAG’s aggregate debt service will peak at $163.6 million in FY 2045. Debt service coverage, using sales tax receipts for the last 12 months ended June 30, 2017, is 2.71 times on the senior lien, supporting SANDAG’s triple-A ratings.
Recent Variable-Rate Demand Bond and Swap Mark-to-Market Performance

SANDAG has $402.3 million of outstanding variable-rate demand bonds (VRDBs) (Series 2008A, B, C, and D), as shown below. These VRDBs are backed by standby bond purchase agreements (SBPAs) from certain financial institutions. The bonds trade against the Securities Industry and Financial Markets Association (SIFMA) benchmark index. The interest rate on these bonds resets weekly through a remarketing process.

Throughout 2017, SIFMA has risen following each of the Federal Reserve’s rate hikes. The increases, however, have been followed by steady declines. As a result, SIFMA most recently reset to 0.78 percent. SANDAG’s VRDBs continue to trade well compared to SIFMA.

<table>
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<tbody>
<tr>
<td>Series</td>
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<tr>
<td>--------</td>
</tr>
<tr>
<td>2008A</td>
</tr>
<tr>
<td>2008B</td>
</tr>
<tr>
<td>2008C</td>
</tr>
<tr>
<td>2008D</td>
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</tbody>
</table>

SANDAG also has $402.3 million of fixed-payer interest rate swaps outstanding, the purpose of which is to hedge the interest rate variability associated with the $402.3 million of variable-rate bonds. Additionally, SANDAG has $313.2 million of basis swaps outstanding. Under the basis swaps, which become effective on April 1, 2018, when the existing fixed-payer swaps were originally scheduled to convert from the London Interbank Offered Rate (LIBOR) to the SIFMA-based indices, SANDAG will pay its counterparty a floating interest rate payment based on the SIFMA index and will receive a floating payment based on 107.4 percent of three-month LIBOR. The market value of the SANDAG swap portfolio changes with interest rate fluctuations. The mark-to-market (MTM) valuation is ($78,912,557), meaning SANDAG would need to pay approximately $79 million to terminate the entire swap portfolio in the current market. However, the swaps are performing as expected, and currently, there are no reasons that SANDAG would terminate the swaps. Additionally, SANDAG is not required to post collateral under the swap agreements.

(Rest of this page intentionally left blank)
## Swap Portfolio Overview

<table>
<thead>
<tr>
<th>Associated Series</th>
<th>SANDAG Pays</th>
<th>SANDAG Receives</th>
<th>Trade Date</th>
<th>Effective Date</th>
<th>Maturity Date</th>
<th>MTM Value (As of 8/28/2017)</th>
<th>Notional Outstanding</th>
<th>Bank Counterparty</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

**Total Fixed-Payer Swaps**

<table>
<thead>
<tr>
<th>Series 2008</th>
<th>SIFMA Swap Index</th>
<th>107.4% of 3 month USD-LIBOR</th>
<th>3/19/2009</th>
<th>4/1/2018</th>
<th>4/1/2038</th>
<th>$8,950,785</th>
<th>$156,600,000</th>
<th>Barclays Bank PLC (A1/A-/A)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Series 2008</td>
<td>SIFMA Swap Index</td>
<td>107.4% of 3 month USD-LIBOR</td>
<td>3/19/2009</td>
<td>4/1/2018</td>
<td>4/1/2038</td>
<td>$8,950,785</td>
<td>$156,600,000</td>
<td>Barclays Bank PLC (A1/A-/A)</td>
</tr>
</tbody>
</table>

**Total Index Conversion Swaps**

| Total Combined     | ($78,912,557)   | $715,500,000 |

*(Rest of this page intentionally left blank)*
Cost of Capital

SANDAG has a very attractive weighted average cost of capital (WACC) of 3.78 percent. This cost can vary based on swap performance and the cost of liquidity to support the variable-rate debt.

The 2008A–D bonds with the current swap rate and associated fees provide a cost of capital equal to 4.1 percent. The 2010A bonds were issued as taxable Build America Bonds and have a borrowing cost of 3.89 percent. The 2010B tax-exempt bonds have a borrowing cost of 3.14 percent. The 2012A, 2014A, and 2016A bonds were sold at an all-in cost of 3.72 percent, 3.85 percent, and 3.29 percent, respectively. Taken together, SANDAG has issued approximately $1.85 billion in long-term debt, to accelerate project delivery, for a weighted average cost of 3.78 percent.

### SANDAG’s WACC Calculations

<table>
<thead>
<tr>
<th>Synthetic Fixed Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Series</strong></td>
</tr>
<tr>
<td>2008A</td>
</tr>
<tr>
<td>2008B</td>
</tr>
<tr>
<td>2008C1</td>
</tr>
<tr>
<td>2008C2</td>
</tr>
<tr>
<td>2008D</td>
</tr>
<tr>
<td><strong>2008 Weighted Average</strong></td>
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</table>

<table>
<thead>
<tr>
<th>Fixed Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Series</strong></td>
</tr>
<tr>
<td>2010A</td>
</tr>
<tr>
<td>2010B</td>
</tr>
<tr>
<td>2012A</td>
</tr>
<tr>
<td>2014A</td>
</tr>
<tr>
<td>2016A</td>
</tr>
<tr>
<td><strong>Total Weighted Average Without TIFIA Loan</strong></td>
</tr>
<tr>
<td>TIFIA</td>
</tr>
<tr>
<td><strong>Total Weighted Average With TIFIA Loan</strong></td>
</tr>
</tbody>
</table>

Commercial Paper

In addition to the long-term debt, SANDAG has a short-term commercial paper program supported by a Letter of Credit from Union Bank. The commercial paper program was authorized at $100 million and has a current outstanding balance of $26.8 million as of August 31, 2017. The paper was most recently remarketed out 37 days at a rate of 82 bps. The Letter of Credit expires in September 2017, and SANDAG staff is in the process of extending this facility for one year with the existing provider, Union Bank.
Looking Ahead

The SANDAG Board of Directors is scheduled to consider the refunding of the outstanding TIFIA and Commission loans in relation to State Route 125 South Bay Expressway (SR 125) at the September 22 meeting. If approved, the outstanding TIFIA and Commission loans would be retired with publicly sold toll-revenue bonds for the purpose of reducing debt service costs associated with SR 125.

Additionally, the SBPA (i.e., the “liquidity facility”) with Mizuho Corporate Bank, Ltd. expires on November 10, 2017. Staff has solicited and is reviewing proposals to replace that agreement with a new facility. Appropriate documents are anticipated to be brought before the Board of Directors for consideration in October.

Lastly, a plan of finance update is scheduled to be provided to the Board of Directors in September. In addition to updating cost and revenue estimates, the update will include estimates of potential Senate Bill 1 (Beall) (SB 1) revenues from formula and competitive programs that would support further implementation of the TransNet Program. Specific funding proposals will be prepared throughout FY 2018, as the state agencies issue calls for projects for each of the individual SB 1 programs.

Quarterly Investment Data

Included with this quarterly finance report through June 30, 2017, are: a summary of portfolio balances by institution (Attachment 1); a detail of portfolio balances by account (Attachment 2); and a detail of portfolio balances by investment type (Attachment 3) for all money under the direction or care of SANDAG, including funds of the San Diego County Regional Transportation Commission (RTC), SourcePoint, and the Automated Regional Justice Information System (ARJIS).

As of June 30, 2017, a total of $799.7 million was held by SANDAG in a number of investment accounts, in comparison to $976.3 million held in the previous quarter. The $176.6 million decrease during the quarter primarily is due to the timing of TransNet sales tax receipts, TransNet debt service payments, TransNet allocation payments to other local governmental agencies, and the use of TransNet bond proceeds to fund current projects.\(^3\)

Approximately $6.4 million was held in nine U.S. Bank, N.A. accounts at the end of the quarter, which are used for operating purposes. Approximately $793.3 million was invested in seven institutions, as follows:

1. **State of California Local Agency Investment Fund (LAIF)** – State law allows local agencies (RTC and SANDAG) to invest up to $65 million per agency in LAIF. These funds hold excess operating funds for the RTC and SANDAG. A total of approximately $44 million was invested in LAIF, of which the RTC held the majority at $26.2 million (sales tax funds) and SANDAG held $17.8 million. These funds are highly liquid and may be accessed easily for immediate operating needs.

2. **California Asset Management Program (CAMP)** – These are funds administered by one of the two SANDAG investment managers, PFM Asset Management, LLC. The Cash Reserve Portfolio, totaling $210.5 million, is used for the investment of the 2008 bond reserves; the 2008, 2010,\(^3\)

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\(^3\) Due to rounding, the numbers below may not tie to the attached detail of investments.

3. **U.S. Bank** – These funds, totaling approximately $48.3 million, were held by U.S. Bank, Trustee for bond debt service payments and payment of interest on the short-term Commercial Paper Program, as part of the TransNet Program; for toll revenues of the SR 125 franchise; and for retention held through the completion of projects. Of this balance, $26.8 million of the investments held by U.S. Bank is invested in North County Transit District auction rate securities purchased with commercial paper.

4. **The Bank of New York Mellon** – These are funds administered by one of the two SANDAG investment managers, Cutwater Asset Management Corp. The Individual Portfolio, totaling $190 million, and the Cash Reserve Portfolio, totaling $593,933, are used for the investment of excess TransNet sales tax revenue not yet paid for TransNet-approved projects.

5. **San Diego County Treasurer’s Pooled Money Fund** – These funds, totaling $30.7 million, were held by the San Diego County Treasurer’s Pooled Money Fund. The funds consist of ARJIS, SANDAG Service Authority for Freeway Emergencies, SourcePoint, Interstate 15 FasTrak, TransNet sales tax revenues, and 2016 TransNet bond proceeds.

6. **California Bank and Trust** – There was $598,818 on deposit with California Bank and Trust pursuant to capital project escrow retention agreements with various contractors.

7. Wells Fargo Bank, N.A. – These funds are administered by PFM Asset Management, LLC, the administrator for SANDAG’s Internal Revenue Code (IRC) Section 115 Trust Account. These funds total approximately $3.5 million and are savings for future pension costs.

The chart below provides a snapshot of the investment holding locations as of June 30, 2017.
As shown in the chart on the next page, as of June 30, 2017, the yield on cost of the portfolio was 1.13 percent, with a weighted average maturity of 352 days, in comparison to 1.1 percent and 378 days in the prior quarter.

![Semi-Annual Yield on Cost](chart.png)

The Finance Department has continued to implement the Board of Directors investment objectives of safety, liquidity, and return on investment for the SANDAG investment portfolio. These will continue to be important investment objectives for the future.

**Annual Interest Rate Swap Policy Report: Description and Evaluation of Risks for Outstanding Interest Rate Swaps**

On an annual basis and in accordance with Board Policy No. 032, an annual written description of the swaps and an evaluation of the risks associated with outstanding interest rate swaps are presented to the Board for review.

The following describes the interest rate swaps and evaluates the risks for the interest rate swaps in which the RTC currently participates.

**2008 Interest Rate Swaps**

1. **Objective of the interest rate swaps.** In 2005, the RTC entered into three forward interest rate swaps valued at $200 million each in order to hedge the interest rate risk associated with future variable-rate demand revenue bonds expected to be issued in 2008 by “locking in” a fixed interest rate. The intention of the RTC in entering into the swaps was to lock in a relatively low cost of funds on a substantial portion of the TransNet Early Action Program. The VRDBs were issued in March 2008.

   On May 23, 2012, the RTC refunded $151.5 million of the outstanding VRDBs with fixed rate bonds and terminated the associated interest rate swaps. The low fixed municipal interest rates at that time provided the opportunity for the RTC to refund the 2013 – 2022 maturities of the Series 2008 variable rate bonds ($151.5 million in par) and terminate the associated swaps (also
equal to $151.5 million in notional amount) without increasing annual debt service. The purpose of this transaction was to reduce variable rate exposure and swap counterparty risk at no additional cost to the RTC. The current notional amounts of the swaps are, following the refunding described above, $134.1 million each, totaling $402.3 million.

2. **Fair Values.** Because interest rates have declined since execution of the swaps, the swaps had a total negative fair value of $87,152,013 as of June 30, 2017. The fair value balances and notional amounts of derivative instruments outstanding at June 30, 2017, classified by type for the year ended are as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Amount</th>
<th>Notional</th>
<th>Bond Series</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash Flow Hedges:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bank of America Debt</td>
<td>($29,181,323)</td>
<td>$134,100,000</td>
<td>A&amp;B</td>
</tr>
<tr>
<td>Goldman Sachs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mitsui Marine</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Derivative Products</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt</td>
<td>($28,985,345)</td>
<td>$134,100,000</td>
<td>B&amp;C</td>
</tr>
<tr>
<td>Bank of America Debt</td>
<td>($28,985,345)</td>
<td>$134,100,000</td>
<td>C&amp;D</td>
</tr>
</tbody>
</table>

The fair values of the derivatives were estimated by an independent third-party based on mid-market levels as of the close of business on June 30, 2017. The fair values take into consideration the prevailing interest rate environment and the specific terms and conditions of the swaps.

3. **Objective and Terms of hedging derivative instruments.** The following table displays the objective and terms of the RTC’s hedging derivative instruments outstanding at June 30, 2017, along with the credit rating of the associated counterparty (amounts in thousands).

<table>
<thead>
<tr>
<th>Type</th>
<th>Objective</th>
<th>Notional Amount</th>
<th>Effective Date</th>
<th>Maturity Date</th>
<th>Terms</th>
<th>Counterparty Credit Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pay-fixed interest rate swap</td>
<td>Hedge of changes in cash flows on the 2008 Series A and B bonds</td>
<td>$134,100,000</td>
<td>5/23/2012</td>
<td>4/1/2038</td>
<td>Pay 3.8165%; received 65% of USD-LIBOR</td>
<td>Aa2/AAA</td>
</tr>
<tr>
<td>Pay-fixed interest rate swap</td>
<td>Hedge of changes in cash flows on the 2008 Series B and C bonds</td>
<td>$134,100,000</td>
<td>5/23/2012</td>
<td>4/1/2038</td>
<td>Pay 3.8165%; received 65% of USD-LIBOR</td>
<td>Aa2/AAA</td>
</tr>
<tr>
<td>Pay-fixed interest rate swap</td>
<td>Hedge of changes in cash flows on the 2008 Series C and D bonds</td>
<td>$134,100,000</td>
<td>5/23/2012</td>
<td>4/1/2038</td>
<td>Pay 3.41%; received 65% of USD-LIBOR</td>
<td>Aa2/AAA</td>
</tr>
</tbody>
</table>
4. **Credit Risk.** This is the risk that the counterparty will fail to perform under the terms of the agreement. As of June 30, 2017, the RTC was not exposed to credit risk on these swaps because they had negative fair values. However, should interest rates change and the fair values of the swaps become positive, the RTC would be exposed to credit risk in the amount of the swaps’ fair values. Favorable credit ratings of the counterparties (Bank of America and Goldman Sachs Mitsui Marine Derivative Products) mitigate this risk. As of June 30, 2017, both Bank of America and Goldman Sachs Mitsui Marine Derivative Products were rated Aa2 by Moody’s and AAA by the S&P. The ratings are monitored by staff on a weekly basis. In addition, the fair value of the swaps will be fully collateralized by the counterparty with cash or U.S. government securities if the counterparty’s credit quality falls below a rating of Baa2 by Moody’s or BBB by the S&P. Collateral would be posted with a third-party custodian.

5. **Basis Risk.** This is the risk of a mismatch between the variable rate received from the counterparty and the variable rate paid on the variable-rate debt issued in 2008. The RTC is exposed to basis risk should the floating rate that it receives on a swap be less than the actual variable rate the RTC pays on the bonds. Depending on the magnitude and duration of any basis risk shortfall, the effective fixed rate on the debt will vary. Based on historical experience, the expectation is that the payments received under the agreements will approximate the expected bond payments over the 30-year term of the swaps. Due to the unfavorable market conditions during FY 2017, the RTC was exposed to basis risk since the variable rate received from the counterparty, which is 65 percent of LIBOR, was less than the variable rate the RTC paid on the bonds.

6. **Termination Risk and Termination Payments.** This is the risk that the transaction is terminated in a market dictating a termination payment by the RTC. The RTC can terminate the swap at the fair value by providing notice to the counterparty, while the counterparty only may terminate the swap upon certain termination events under the terms of the agreement. The RTC or the counterparties may terminate the swap if the other party fails to perform under the terms of the contracts, such as the failure to make swap payments. If the swap is terminated, the VRDBs would no longer be hedged.

   Given the negative fair value of June 30, 2017, the RTC was not in a favorable termination position relative to the market. The RTC effectively reduced the ongoing termination risk by refunding $151.5 million in VRDBs and terminating the same amount of the outstanding interest rate swaps in June 2012 under favorable market conditions with low fixed rates.

7. **Rollover risk.** This is the risk that maturity of the hedging derivative instruments is shorter than the maturity of the associated debt leaving the RTC unprotected in the future. When these swaps terminate, or in the case of a termination option, if the counterparty exercises its option, the RTC will be re-exposed to the risks being hedged by the swaps. The RTC is exposed to rollover risk on the swaps only in the event of a failure to perform under the terms of the contracts by the RTC or counterparty.
8. **Reset Rates Paid and Received by the RTC.** The weekly variable interest rates paid on the 2008 TransNet bonds by the RTC to the bondholders for the period July 1, 2016, through June 30, 2017, ranged from 0.37 percent to 0.89 percent for Barclays Bank; 0.37 percent to 0.9 percent for Goldman, Sachs & Co.; 0.4 percent to 0.92 percent for J.P. Morgan Securities, Inc.; and 0.37 percent to 0.9 percent for Stifel.

Fixed rates paid by the RTC to the swap provider counterparties were 3.41 percent to Bank of America for one of the swaps, 3.8165 percent to Bank of America for another one of the swaps, and 3.8165 percent to Goldman Sachs Mitsui Marine Derivative Products. Sixty-five percent of LIBOR received by the RTC from the swap provider counterparties ranged from 0.29682 percent to 0.64675 percent during the same time period.

9. **Actual Debt Service Requirements versus the Projected Debt Service on the Swap Transaction.** For the fiscal year ending June 30, 2017, Bank of America actual debt service was $4,822,836 versus projected debt service of $4,572,810 for one of the swaps, and was $5,357,887 versus projected debt service of $5,117,926 for the other Bank of America swap; and Goldman Sachs Mitsui Marine Derivative Products actual debt service was $5,375,207 versus projected debt service of $5,117,926 for its swap. In total, actual debt service was $15,555,931 versus projected debt service of $14,808,663, which resulted in an excess of variable rate payments made on the bonds as compared to the variable rate payments received from the swap counterparties in the amount of $747,268 for FY 2017. Over the life of the swaps from the issuance of the bonds through June 30, 2017, the cumulative excess of variable rate payments made on the bonds as compared to the variable rate payments received from the swap counterparties is $4,288,759. This means that the net variable rates that the RTC is paying on the 2008 TransNet bonds is more than the variable rate that the RTC is receiving; these rates originally were intended to offset and net to zero.

The total net cost of the program includes liquidity facilities with JP Morgan (Series A and B), Mizuho Corporate Bank, Ltd (Series C), and State Street Bank and Trust Company (Series D). SBPA costs at year-end for the Series A and B bonds is 39 basis points, the Series C bonds is 32 basis points, and the SBPA cost for the Series D bonds is 34 basis points.

**2018 Basis Rate Swaps Overlay to the 2008 Interest Rate Swaps**

1. **Objective of the Basis Rate Swaps.** On March 19, 2009, the RTC entered into a SIFMA versus LIBOR floating-to-floating or “basis” swap. The combination of the Basis Swaps and the existing 2008 Interest Rate Swaps effectively amended the existing swaps without having to change the existing floating-to-fixed interest rate swaps. This overlay allowed the RTC to bid out the new transaction to a group of potential counterparties without changing the existing 2008 Interest Rate Swaps. The RTC was able to enter into a new transaction with Barclays Bank PLC to overlay the terms under two of the 2008 Interest Rate Swaps, with an expected benefit to the RTC of a substantial reduction in the cost of debt after 2018.

2. **Terms.** The initial notional amounts of the swaps are $156.6 million each. Under two of the 2008 Interest Rate Swaps, the RTC pays the counterparties a fixed payment of 3.8165 percent and receives 65 percent of LIBOR (through April 2018), and thereafter receives the SIFMA index. The 2018 Basis Rate Swaps overlay these two 2008 Interest Rate Swaps with a payment of the SIFMA index and a receipt of 107.4 percent of LIBOR for the last 20 years of the swap (April 2018 to April 2038).
3. **Fair Values.** The swaps had a total combined positive fair value of $17,231,120 as of June 30, 2017. The fair values of the derivatives were estimated by an independent third-party based on mid-market levels as of the close of business on June 30, 2017. The fair values take into consideration the prevailing interest rate environment and the specific terms and conditions of the swaps.

4. **Credit Risk.** This is the risk that the counterparty will fail to perform under the terms of the agreements. As of June 30, 2017, the RTC was exposed to credit risk on these swaps in the amount of $17,231,120, which is the fair value of the derivatives. However, should interest rates change and the fair value of the swaps become negative, the RTC would not be exposed to any credit risk. The favorable credit rating of the counterparty mitigates this risk. As of June 30, 2017, the swap counterparty, Barclays Bank PLC, was rated A1 by Moody’s and A- by Standard & Poor’s.

5. **Basis Risk.** This is the risk of a mismatch between the variable rate received from the counterparty and the variable rate paid on the variable-rate debt issued in 2008. The RTC is exposed to basis risk should the floating rate that it receives on a swap be less than the actual variable rate RTC pays on the bonds. Depending on the magnitude and duration of any basis risk shortfall, the effective fixed rate on the debt will vary.

6. **Termination Risk and Termination Payments.** This is the risk that the transaction is terminated in a market dictating a termination payment by the RTC. The RTC can terminate a swap at the fair market value by providing notice to the counterparty, while the counterparty only may terminate the swap upon certain termination events under the terms of the agreement. Given the positive fair value at June 30, 2017, the RTC was in a favorable termination position relative to the market.

SANDAG Board Policy No. 032 requires a contingency plan to either replace the swaps or fund the termination payments, if any, in the event one or more outstanding swaps are terminated. Should a swap be terminated, the excellent credit rating of the RTC would allow it to assign the swap to another counterparty. Alternatively, if a swap is terminated and it has a negative fair value, the RTC could use TransNet sales tax receipts to fund the termination payment.

**Certifications**

The Director of Finance reports that this investment portfolio, together with the authorized short-term Commercial Paper Program, will provide the necessary liquidity to meet the expenditure requirements of SANDAG, RTC, ARJIS, and SourcePoint for the next six months. This portfolio is in compliance with state law and Board Policy No. 003.

The Director of Finance reports that there has not been any material event involving outstanding swap agreements, nor has there been any default by a swap counterparty or counterparty termination.
The Local Economy and Sales Tax Revenues

The world has entered a period of greater political uncertainty. The impact on global economic growth and business performance, however, has been mixed so far. The U.S. economy seems to be experiencing shaking off the uncertainty, with robust business fundamentals leading to stronger business confidence; the FOMC moved its Gross Domestic Product (GDP) growth forecast for 2017 up a tick to 2.2 percent (from 2.1%) at their June meeting, and second-quarter data indicated growth at rate of 3 percent (though the effects of hurricane Harvey may blunt third-quarter growth). About 1.4 million jobs have been created in the U.S. economy during the first 8 months of 2017, continuing an unprecedented streak of job creation dating back to October 2010.

Wage growth grew 2.5 percent in the last year, as a tighter labor market has begun to move incomes up after a long period of stagnation, though wage gains since 2008 primarily have accrued to high earners. These trends, combined with the types of jobs (primarily lower-paying) that have been created since the end of the recession, have contributed to keeping real per-capita disposable income almost stagnant for the past decade, and only rising slowly in the past two years. This, in turn, has led to some growth in consumer spending, which makes up more than 70 percent of the economy and is a primary driver of sales tax revenue. While personal consumption expenditures have driven recent GDP gains, private investment and government expenditures have been relatively flat. Europe and Japan also are experiencing, somewhat surprisingly, stronger internal growth dynamics, including in formerly troubled economies such as Spain. In addition, global trade has recently picked up from low levels. The OECD, in its June report, projects 3.5 percent global growth in 2017—which is a notch up from earlier projections.

In light of the increased business confidence, the continued decline in the unemployment rate, slight increase in labor force, and small uptick in wages since last year, taxable sales could be expected to pick up as consumer confidence and economic status improve. TransNet revenues have increased 3.3 percent over the last four quarters, beating the California state average of 2.1 percent.

KIM KAWADA
Chief Deputy Executive Director

Attachments: 1. SANDAG Summary of Portfolio Balances (by Institution) as of June 30, 2017  
2. SANDAG Detail of Portfolio Balances (by Account) as of June 30, 2017  
3. SANDAG Detail of Portfolio Balances (by Investment Type) as of June 30, 2017

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Ray Major, (619) 699-1930, ray.major@sandag.org  
Lisa Kondrat-Dauphin (619) 699-1942, lisa.kondrat-dauphin@sandag.org
**SANDAG**
Summary of Portfolio Balances (by Institution)
as of June 30, 2017

<table>
<thead>
<tr>
<th>Institution</th>
<th>Book Value</th>
<th>Percent of Portfolio</th>
<th>Market Value</th>
<th>Market Price</th>
<th>Unrealized Gain/(Loss)</th>
<th>Yield on Cost</th>
<th>Wtd. Avg. Days to Maturity</th>
</tr>
</thead>
<tbody>
<tr>
<td>US BANK, N.A.</td>
<td>6,433,525.00</td>
<td>0.80%</td>
<td>6,433,525.00</td>
<td>100.00%</td>
<td>-</td>
<td>N/A</td>
<td>1</td>
</tr>
<tr>
<td>STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND</td>
<td>44,024,066.59</td>
<td>5.49%</td>
<td>43,977,430.62</td>
<td>100.00%</td>
<td>(46,635.97)</td>
<td>1.03%</td>
<td>194</td>
</tr>
<tr>
<td>CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP) INDIVIDUAL PORTFOLIO</td>
<td>265,909,665.79</td>
<td>33.14%</td>
<td>265,003,557.67</td>
<td>99.66%</td>
<td>(906,108.12)</td>
<td>1.28%</td>
<td>570</td>
</tr>
<tr>
<td>CAMP CASH RESERVE PORTFOLIO</td>
<td>210,500,394.49</td>
<td>26.24%</td>
<td>210,500,394.49</td>
<td>100.00%</td>
<td>-</td>
<td>1.05%</td>
<td>49</td>
</tr>
<tr>
<td>US BANK</td>
<td>48,340,838.71</td>
<td>6.03%</td>
<td>48,340,838.71</td>
<td>100.00%</td>
<td>-</td>
<td>0.72%</td>
<td>23</td>
</tr>
<tr>
<td>THE BANK OF NEW YORK (BNY) MELLON INDIVIDUAL PORTFOLIO</td>
<td>191,550,479.58</td>
<td>23.88%</td>
<td>190,033,526.30</td>
<td>99.21%</td>
<td>(1,516,953.28)</td>
<td>1.21%</td>
<td>516</td>
</tr>
<tr>
<td>BNY MELLON CASH RESERVE PORTFOLIO</td>
<td>593,933.74</td>
<td>0.07%</td>
<td>593,933.74</td>
<td>100.00%</td>
<td>-</td>
<td>0.00%</td>
<td>1</td>
</tr>
<tr>
<td>SAN DIEGO COUNTY TREASURER'S POOLED MONEY FUND</td>
<td>30,818,088.21</td>
<td>3.84%</td>
<td>30,713,088.21</td>
<td>100.00%</td>
<td>(105,000.00)</td>
<td>1.28%</td>
<td>417</td>
</tr>
<tr>
<td>CALIFORNIA BANK AND TRUST</td>
<td>598,818.19</td>
<td>0.03%</td>
<td>598,818.19</td>
<td>100.00%</td>
<td>-</td>
<td>0.05%</td>
<td>1</td>
</tr>
<tr>
<td>WELLS FARGO BANK, N.A.</td>
<td>3,500,232.49</td>
<td>0.44%</td>
<td>3,500,232.45</td>
<td>100.00%</td>
<td>(0.04)</td>
<td>0.81%</td>
<td>1</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$ 802,270,042.79</td>
<td>100.00%</td>
<td>$ 799,695,345.38</td>
<td>99.68%</td>
<td>(2,574,697.41)</td>
<td>1.13%</td>
<td>352</td>
</tr>
</tbody>
</table>

**Note:** Although average days to maturity is greater than one day, funds are available at par the same day.

**SANDAG**
Summary of Portfolio Balances (by Agency)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SANDAG FUNDS</td>
<td>145,319,320.56</td>
<td>18.11%</td>
<td>145,021,705.88</td>
<td>99.80%</td>
<td>(297,614.68)</td>
<td>0.95%</td>
<td>170</td>
</tr>
<tr>
<td>AUTOMATED REGIONAL JUSTICE INFORMATION SYSTEM FUNDS</td>
<td>7,403,824.73</td>
<td>0.92%</td>
<td>7,395,824.73</td>
<td>99.89%</td>
<td>(8,000.00)</td>
<td>1.13%</td>
<td>170</td>
</tr>
<tr>
<td>SOURCEPOINT FUNDS</td>
<td>218,570.18</td>
<td>0.03%</td>
<td>217,570.18</td>
<td>99.54%</td>
<td>(1,000.00)</td>
<td>1.28%</td>
<td>325</td>
</tr>
<tr>
<td>CORONADO BRIDGE TOLL FUNDS</td>
<td>276,088.39</td>
<td>0.03%</td>
<td>276,088.39</td>
<td>100.00%</td>
<td>-</td>
<td>1.05%</td>
<td>49</td>
</tr>
<tr>
<td>SAN DIEGO COUNTY REGIONAL TRANSPORTATION COMMISSION FUNDS</td>
<td>649,052,238.93</td>
<td>80.89%</td>
<td>646,784,156.20</td>
<td>99.65%</td>
<td>(2,268,082.73)</td>
<td>1.19%</td>
<td>396</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$ 802,270,042.79</td>
<td>100.00%</td>
<td>$ 799,695,345.38</td>
<td>99.68%</td>
<td>(2,574,697.41)</td>
<td>1.13%</td>
<td>352</td>
</tr>
</tbody>
</table>

**Note:** In addition to the funds held above, there is $4,750 petty cash held at SANDAG.
<table>
<thead>
<tr>
<th>Institution / Account</th>
<th>Book Value</th>
<th>Percent of Portfolio</th>
<th>Market Value</th>
<th>Market Price</th>
<th>Unrealized Gain/(Loss)</th>
<th>Yield on Cost</th>
<th>Wtd. Avg. Days to Maturity</th>
</tr>
</thead>
<tbody>
<tr>
<td>US BANK, N.A.:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Checking - TransNet Sales Tax (RTC)</td>
<td>$ 861,529.81</td>
<td>0.11%</td>
<td>$ 861,529.81</td>
<td>100.00%</td>
<td>$ -</td>
<td>N/A</td>
<td>1</td>
</tr>
<tr>
<td>Checking - SANDAG General</td>
<td>2,651,326.79</td>
<td>0.33%</td>
<td>2,651,326.79</td>
<td>100.00%</td>
<td>-</td>
<td>N/A</td>
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</tr>
<tr>
<td>Checking - SANDAG Flexible Spending Acct (FSA)</td>
<td>74,891.24</td>
<td>0.01%</td>
<td>74,891.24</td>
<td>100.00%</td>
<td>-</td>
<td>N/A</td>
<td>1</td>
</tr>
<tr>
<td>Checking - SANDAG Interstate 15 (I-15) FasTrak®</td>
<td>1,087,564.94</td>
<td>0.14%</td>
<td>1,087,564.94</td>
<td>100.00%</td>
<td>-</td>
<td>N/A</td>
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</tr>
<tr>
<td>Checking - SANDAG SAFE Program Acct</td>
<td>494,413.59</td>
<td>0.06%</td>
<td>494,413.59</td>
<td>100.00%</td>
<td>-</td>
<td>N/A</td>
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<tr>
<td>Checking - SourcePoint</td>
<td>48,141.63</td>
<td>0.01%</td>
<td>48,141.63</td>
<td>100.00%</td>
<td>-</td>
<td>N/A</td>
<td>1</td>
</tr>
<tr>
<td>Checking - ARJIS</td>
<td>204,490.46</td>
<td>0.03%</td>
<td>204,490.46</td>
<td>100.00%</td>
<td>-</td>
<td>N/A</td>
<td>1</td>
</tr>
<tr>
<td>Checking - State Route 125 (SR 125) Payment Account</td>
<td>875,280.19</td>
<td>0.11%</td>
<td>875,280.19</td>
<td>100.00%</td>
<td>-</td>
<td>N/A</td>
<td>1</td>
</tr>
<tr>
<td>Checking - State Route 125 (SR 125) Collection Account</td>
<td>135,886.35</td>
<td>0.02%</td>
<td>135,886.35</td>
<td>100.00%</td>
<td>-</td>
<td>N/A</td>
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<tr>
<td><strong>TOTAL US BANK, N.A.</strong></td>
<td>$ 6,433,525.00</td>
<td>0.80%</td>
<td>$ 6,433,525.00</td>
<td>100.00%</td>
<td>$ -</td>
<td>N/A</td>
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<tr>
<td>STATE OF CA LOCAL AGENCY INVESTMENT FUND (LAIF):</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TransNet (RTC)</td>
<td>$ 26,185,900.19</td>
<td>3.26%</td>
<td>$ 26,158,160.71</td>
<td>100.00%</td>
<td>$ (27,739.48)</td>
<td>1.03%</td>
<td>194</td>
</tr>
<tr>
<td>SANDAG</td>
<td>17,838,166.40</td>
<td>2.22%</td>
<td>17,819,269.91</td>
<td>100.00%</td>
<td>(18,896.49)</td>
<td>1.03%</td>
<td>194</td>
</tr>
<tr>
<td><strong>TOTAL LAIF</strong></td>
<td>$ 44,024,066.59</td>
<td>5.49%</td>
<td>$ 43,977,430.62</td>
<td>100.00%</td>
<td>$ (46,635.97)</td>
<td>1.03%</td>
<td>194 **</td>
</tr>
<tr>
<td>CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP):</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>INDIVIDUAL PORTFOLIO:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TransNet Sales Tax (RTC)</td>
<td>$ 196,852,129.06</td>
<td>24.54%</td>
<td>$ 196,325,450.33</td>
<td>99.73%</td>
<td>$ (526,678.73)</td>
<td>1.39%</td>
<td>675</td>
</tr>
<tr>
<td>TransNet 2008 Bond Proceeds A/B/C/D Reserve Fund (RTC)</td>
<td>16,357,927.11</td>
<td>2.04%</td>
<td>16,305,680.47</td>
<td>99.68%</td>
<td>(52,246.64)</td>
<td>1.12%</td>
<td>302</td>
</tr>
<tr>
<td>TransNet 2016 Bond Proceeds Series A Project (RTC)</td>
<td>28,461,755.87</td>
<td>3.55%</td>
<td>28,318,577.54</td>
<td>99.50%</td>
<td>(143,178.33)</td>
<td>0.95%</td>
<td>221</td>
</tr>
<tr>
<td>Sage Hill Endowment (RTC)</td>
<td>824,043.00</td>
<td>0.10%</td>
<td>823,756.73</td>
<td>99.97%</td>
<td>(286.27)</td>
<td>0.68%</td>
<td>118</td>
</tr>
<tr>
<td>SANDAG Toll Rd Project Major Main Reserve Acct</td>
<td>18,124,140.00</td>
<td>2.26%</td>
<td>17,995,156.50</td>
<td>99.29%</td>
<td>(128,983.50)</td>
<td>0.90%</td>
<td>275</td>
</tr>
<tr>
<td>SANDAG Toll Rd Project Extraordinary Reserve Acct</td>
<td>5,289,670.75</td>
<td>0.66%</td>
<td>5,234,936.10</td>
<td>98.97%</td>
<td>(54,734.65)</td>
<td>0.99%</td>
<td>424</td>
</tr>
<tr>
<td><strong>TOTAL INDIVIDUAL PORTFOLIO</strong></td>
<td>$ 265,909,665.79</td>
<td>33.14%</td>
<td>$ 265,003,557.67</td>
<td>99.66%</td>
<td>$ (906,108.12)</td>
<td>1.28%</td>
<td>570</td>
</tr>
</tbody>
</table>
### SANDAG

**Detail of Portfolio Balances (by Account)**

*as of June 30, 2017*

<table>
<thead>
<tr>
<th>Institution / Account</th>
<th>Book Value</th>
<th>Percent of Portfolio</th>
<th>Market Value</th>
<th>Market Price</th>
<th>Unrealized Gain/(Loss)</th>
<th>Yield on Cost</th>
<th>Wtd. Avg.</th>
<th>Days to Maturity</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CASH RESERVE PORTFOLIO:</strong></td>
<td></td>
<td></td>
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<tr>
<td>I-15 FastTrak</td>
<td>$626,381.51</td>
<td>0.08%</td>
<td>$626,381.51</td>
<td>100.00%</td>
<td>-</td>
<td>1.05%</td>
<td>49</td>
<td></td>
</tr>
<tr>
<td>ARJIS</td>
<td>4,725,091.69</td>
<td>0.59%</td>
<td>4,725,091.69</td>
<td>100.00%</td>
<td>-</td>
<td>1.05%</td>
<td>49</td>
<td></td>
</tr>
<tr>
<td>California Coastal Commission</td>
<td>1,267,688.81</td>
<td>0.16%</td>
<td>1,267,688.81</td>
<td>100.00%</td>
<td>-</td>
<td>1.05%</td>
<td>49</td>
<td></td>
</tr>
<tr>
<td>SANDAG SR 125</td>
<td>1,866,989.80</td>
<td>0.23%</td>
<td>1,866,989.80</td>
<td>100.00%</td>
<td>-</td>
<td>1.05%</td>
<td>49</td>
<td></td>
</tr>
<tr>
<td>SANDAG Toll Road Project Maint</td>
<td>38,302,037.21</td>
<td>4.77%</td>
<td>38,302,037.21</td>
<td>100.00%</td>
<td>-</td>
<td>1.05%</td>
<td>49</td>
<td></td>
</tr>
<tr>
<td>Coronado Bridge Toll Funds</td>
<td>276,088.39</td>
<td>0.03%</td>
<td>276,088.39</td>
<td>100.00%</td>
<td>-</td>
<td>1.05%</td>
<td>49</td>
<td></td>
</tr>
<tr>
<td>SANDAG Toll Road Extraordinary Reserve</td>
<td>7,342,751.89</td>
<td>0.92%</td>
<td>7,342,751.89</td>
<td>100.00%</td>
<td>-</td>
<td>1.05%</td>
<td>49</td>
<td></td>
</tr>
<tr>
<td>SANDAG Shoreline Management Account</td>
<td>162,926.32</td>
<td>0.02%</td>
<td>162,926.32</td>
<td>100.00%</td>
<td>-</td>
<td>1.05%</td>
<td>49</td>
<td></td>
</tr>
<tr>
<td>2008 Bond Series A/B/C/D Reserve Fund (RTC)</td>
<td>845,979.46</td>
<td>0.11%</td>
<td>845,979.46</td>
<td>100.00%</td>
<td>-</td>
<td>1.05%</td>
<td>49</td>
<td></td>
</tr>
<tr>
<td>2008 Bond Series B - Principal (RTC)</td>
<td>1.00</td>
<td>0.00%</td>
<td>1.00</td>
<td>100.00%</td>
<td>-</td>
<td>1.05%</td>
<td>49</td>
<td></td>
</tr>
<tr>
<td>2008 Bond Series C - Principal (RTC)</td>
<td>1.00</td>
<td>0.00%</td>
<td>1.00</td>
<td>100.00%</td>
<td>-</td>
<td>1.05%</td>
<td>49</td>
<td></td>
</tr>
<tr>
<td>2008 Bond Series D - Principal (RTC)</td>
<td>1.00</td>
<td>0.00%</td>
<td>1.00</td>
<td>100.00%</td>
<td>-</td>
<td>1.05%</td>
<td>49</td>
<td></td>
</tr>
<tr>
<td>2010 Bond Series B - Principal (RTC)</td>
<td>173,093.06</td>
<td>0.02%</td>
<td>173,093.06</td>
<td>100.00%</td>
<td>-</td>
<td>1.05%</td>
<td>49</td>
<td></td>
</tr>
<tr>
<td>2010 Bond Series B - Interest (RTC)</td>
<td>70,621.39</td>
<td>0.01%</td>
<td>70,621.39</td>
<td>100.00%</td>
<td>-</td>
<td>1.05%</td>
<td>49</td>
<td></td>
</tr>
<tr>
<td>2010 Bond Series A - Interest (RTC)</td>
<td>5,022,218.86</td>
<td>0.63%</td>
<td>5,022,218.86</td>
<td>100.00%</td>
<td>-</td>
<td>1.05%</td>
<td>49</td>
<td></td>
</tr>
<tr>
<td>2012 Bond Series A - Interest (RTC)</td>
<td>4,132,296.84</td>
<td>0.52%</td>
<td>4,132,296.84</td>
<td>100.00%</td>
<td>-</td>
<td>1.05%</td>
<td>49</td>
<td></td>
</tr>
<tr>
<td>2012 Bond Series A - Principal (RTC)</td>
<td>4,280,420.55</td>
<td>0.53%</td>
<td>4,280,420.55</td>
<td>100.00%</td>
<td>-</td>
<td>1.05%</td>
<td>49</td>
<td></td>
</tr>
<tr>
<td>2008 Sales Tax Account - TransNet Extension (RTC)</td>
<td>2,685,662.92</td>
<td>0.33%</td>
<td>2,685,662.92</td>
<td>100.00%</td>
<td>-</td>
<td>1.05%</td>
<td>49</td>
<td></td>
</tr>
<tr>
<td>Wetland Mitigation TransNet Sales Tax (RTC)</td>
<td>294,184.77</td>
<td>0.04%</td>
<td>294,184.77</td>
<td>100.00%</td>
<td>-</td>
<td>1.05%</td>
<td>49</td>
<td></td>
</tr>
<tr>
<td>Sage Hill Endowment (RTC)</td>
<td>6,591.52</td>
<td>0.00%</td>
<td>6,591.52</td>
<td>100.00%</td>
<td>-</td>
<td>1.05%</td>
<td>49</td>
<td></td>
</tr>
<tr>
<td>2014 Bond Series A - Principal (RTC)</td>
<td>1,209,644.19</td>
<td>0.15%</td>
<td>1,209,644.19</td>
<td>100.00%</td>
<td>-</td>
<td>1.05%</td>
<td>49</td>
<td></td>
</tr>
<tr>
<td>2014 Bond Series A - Interest (RTC)</td>
<td>1,246,684.65</td>
<td>0.53%</td>
<td>1,246,684.65</td>
<td>100.00%</td>
<td>-</td>
<td>1.05%</td>
<td>49</td>
<td></td>
</tr>
<tr>
<td>2014 Bond Series A Project Del Mar Fund (RTC)</td>
<td>598,147.94</td>
<td>0.07%</td>
<td>598,147.94</td>
<td>100.00%</td>
<td>-</td>
<td>1.05%</td>
<td>49</td>
<td></td>
</tr>
<tr>
<td>2014 Bond Series A Project Santee Fund (RTC)</td>
<td>457,398.06</td>
<td>0.06%</td>
<td>457,398.06</td>
<td>100.00%</td>
<td>-</td>
<td>1.05%</td>
<td>49</td>
<td></td>
</tr>
<tr>
<td>2016 Bond Series A Principal Account (RTC)</td>
<td>1,142,104.84</td>
<td>0.14%</td>
<td>1,142,104.84</td>
<td>100.00%</td>
<td>-</td>
<td>1.05%</td>
<td>49</td>
<td></td>
</tr>
<tr>
<td>2016 Bond Series A Interest Account (RTC)</td>
<td>4,040,037.97</td>
<td>0.50%</td>
<td>4,040,037.97</td>
<td>100.00%</td>
<td>-</td>
<td>1.05%</td>
<td>49</td>
<td></td>
</tr>
<tr>
<td>2016 Bond Series A Project Account (RTC)</td>
<td>126,725,347.85</td>
<td>15.80%</td>
<td>126,725,347.85</td>
<td>100.00%</td>
<td>-</td>
<td>1.05%</td>
<td>49</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL CASH RESERVE PORTFOLIO</strong></td>
<td><strong>$210,500,394.49</strong></td>
<td>26.24%</td>
<td><strong>$210,500,394.49</strong></td>
<td>100.00%</td>
<td><strong>$</strong></td>
<td>-</td>
<td>1.05%</td>
<td>49 **</td>
</tr>
<tr>
<td><strong>TOTAL CAMP</strong></td>
<td><strong>$476,410,060.28</strong></td>
<td>59.38%</td>
<td><strong>$475,503,952.16</strong></td>
<td>99.81%</td>
<td><strong>$</strong></td>
<td>-</td>
<td>1.18%</td>
<td>339</td>
</tr>
</tbody>
</table>
### SANDAG
**Detail of Portfolio Balances (by Account)**
**as of June 30, 2017**

<table>
<thead>
<tr>
<th>Institution / Account</th>
<th>Book Value</th>
<th>Percent of Portfolio</th>
<th>Market Value</th>
<th>Market Price</th>
<th>Unrealized Gain/(Loss)</th>
<th>Yield on Cost</th>
<th>Wtd. Avg. Days to Maturity</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>US BANK:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital Project Retention Account</td>
<td>$ 8,801,557.84</td>
<td>1.10%</td>
<td>$ 8,801,557.84</td>
<td>100.00%</td>
<td>-</td>
<td>0.15%</td>
<td>1</td>
</tr>
<tr>
<td>SANDAG - Toll Road Project Revenue</td>
<td>7,089,354.89</td>
<td>0.88%</td>
<td>7,089,354.89</td>
<td>100.00%</td>
<td>-</td>
<td>0.20%</td>
<td>1</td>
</tr>
<tr>
<td>SANDAG - Toll Road Project Operating/Maintenance Reserve Acct</td>
<td>3.95</td>
<td>0.00%</td>
<td>3.95</td>
<td>100.00%</td>
<td>-</td>
<td>0.25%</td>
<td>1</td>
</tr>
<tr>
<td>SANDAG - Toll Road Project Capital Expenditure Reserve</td>
<td>355,172.40</td>
<td>0.04%</td>
<td>355,172.40</td>
<td>100.00%</td>
<td>-</td>
<td>0.20%</td>
<td>1</td>
</tr>
<tr>
<td>SANDAG - Toll Road Project Expense Fund - TIFIA Note Expense Acct</td>
<td>10,032.49</td>
<td>0.00%</td>
<td>10,032.49</td>
<td>100.00%</td>
<td>-</td>
<td>0.20%</td>
<td>1</td>
</tr>
<tr>
<td>SANDAG - Toll Road Project Senior Obligation Debt Service - Interest</td>
<td>2,507.62</td>
<td>0.00%</td>
<td>2,507.62</td>
<td>100.00%</td>
<td>-</td>
<td>0.20%</td>
<td>1</td>
</tr>
<tr>
<td>SANDAG - Toll Road Project Senior Obligation Debt Service - Principal</td>
<td>344.26</td>
<td>0.00%</td>
<td>344.26</td>
<td>100.00%</td>
<td>-</td>
<td>0.20%</td>
<td>1</td>
</tr>
<tr>
<td>SANDAG - Toll Road Project Major Maintenance Reserve Acct</td>
<td>0.02</td>
<td>0.00%</td>
<td>0.02</td>
<td>100.00%</td>
<td>-</td>
<td>0.00%</td>
<td>1</td>
</tr>
<tr>
<td>SANDAG - Toll Road Project Extraordinary Reserve Acct</td>
<td>0.01</td>
<td>0.00%</td>
<td>0.01</td>
<td>100.00%</td>
<td>-</td>
<td>0.00%</td>
<td>1</td>
</tr>
<tr>
<td>SANDAG - Toll Road Proj First Subord Obl TransNet Payment</td>
<td>772.09</td>
<td>0.00%</td>
<td>772.09</td>
<td>100.00%</td>
<td>-</td>
<td>0.20%</td>
<td>1</td>
</tr>
<tr>
<td>SANDAG - Toll Road Project SANDAG Distribution</td>
<td>1,002,417.31</td>
<td>0.12%</td>
<td>1,002,417.31</td>
<td>100.00%</td>
<td>-</td>
<td>0.20%</td>
<td>1</td>
</tr>
<tr>
<td>2008 Revenue Bond Series A Interest (RTC)</td>
<td>0.11</td>
<td>0.00%</td>
<td>0.11</td>
<td>100.00%</td>
<td>-</td>
<td>0.00%</td>
<td>1</td>
</tr>
<tr>
<td>2008 Bond Series A/B/C/D Main Interest (RTC)</td>
<td>1,324,781.41</td>
<td>0.17%</td>
<td>1,324,781.41</td>
<td>100.00%</td>
<td>-</td>
<td>0.20%</td>
<td>1</td>
</tr>
<tr>
<td>Commercial Paper Series B - NCTD Interest (RTC)</td>
<td>252,278.13</td>
<td>0.03%</td>
<td>252,278.13</td>
<td>100.00%</td>
<td>-</td>
<td>0.20%</td>
<td>1</td>
</tr>
<tr>
<td>NCTD Certificates of Participation</td>
<td>26,750,000.00</td>
<td>3.33%</td>
<td>26,750,000.00</td>
<td>100.00%</td>
<td>-</td>
<td>0.92%</td>
<td>40</td>
</tr>
<tr>
<td>Custody Account (RTC)</td>
<td>2,751,616.18</td>
<td>0.34%</td>
<td>2,751,616.18</td>
<td>100.00%</td>
<td>-</td>
<td>0.66%</td>
<td>1</td>
</tr>
<tr>
<td><strong>TOTAL US BANK</strong></td>
<td>$ 48,340,838.71</td>
<td>6.03%</td>
<td>$ 48,340,838.71</td>
<td>100.00%</td>
<td>-</td>
<td>0.72%</td>
<td>23</td>
</tr>
</tbody>
</table>

| **THE BANK OF NEW YORK MELLON:**                          |            |                      |              |              |                         |              |                          |
| **INDIVIDUAL PORTFOLIO:**                                 |            |                      |              |              |                         |              |                          |
| TransNet Extension (RTC)                                  | $ 191,550,479.58 | 23.88%             | $ 190,033,526.30 | 99.21%      | $ (1,516,953.28)     | 1.21%        | 516                       |
| **TOTAL INDIVIDUAL PORTFOLIO**                            | $ 191,550,479.58 | 23.88%             | $ 190,033,526.30 | 99.21%      | $ (1,516,953.28)     | 1.21%        | 516                       |

| **CASH RESERVE:**                                         |            |                      |              |              |                         |              |                          |
| TransNet Extension (RTC)                                  | $ 593,933.74 | 0.07%               | $ 593,933.74 | 100.00%      | -                       | 0.00%        | 1                        |
| **TOTAL CASH RESERVE**                                    | $ 593,933.74 | 0.07%               | $ 593,933.74 | 100.00%      | -                       | 0.00%        | 1                        |
| **TOTAL THE BANK OF NEW YORK MELLON**                     | $ 192,144,413.32 | 23.95%             | $ 190,627,460.04 | 99.21%      | $ (1,516,953.28)     | 1.21%        | 515                       |
### SAN DIEGO COUNTY TREASURER’S POOLED MONEY FUND:

<table>
<thead>
<tr>
<th>Institution / Account</th>
<th>Book Value</th>
<th>Percent of Portfolio</th>
<th>Market Value</th>
<th>Market Price</th>
<th>Unrealized Gain/(Loss)</th>
<th>Yield on Cost</th>
<th>Wtd. Avg. Days to Maturity</th>
</tr>
</thead>
<tbody>
<tr>
<td>SourcePoint Cash Reserve Fund</td>
<td>$170,428.55</td>
<td>0.02%</td>
<td>$169,428.55</td>
<td>100.00%</td>
<td>$(1,000.00)</td>
<td>1.28%</td>
<td>417</td>
</tr>
<tr>
<td>SANDAG I-15 FasTrak</td>
<td>19,041,827.85</td>
<td>2.37%</td>
<td>18,976,827.85</td>
<td>100.00%</td>
<td>$(65,000.00)</td>
<td>1.28%</td>
<td>417</td>
</tr>
<tr>
<td>TransNet Extension (RTC)</td>
<td>355,425.87</td>
<td>0.04%</td>
<td>354,425.87</td>
<td>100.00%</td>
<td>$(1,000.00)</td>
<td>1.28%</td>
<td>417</td>
</tr>
<tr>
<td>ARJIS</td>
<td>2,474,242.58</td>
<td>0.31%</td>
<td>2,466,242.58</td>
<td>100.00%</td>
<td>$(8,000.00)</td>
<td>1.28%</td>
<td>417</td>
</tr>
<tr>
<td>SANDAG SAFE Program</td>
<td>8,776,163.36</td>
<td>1.09%</td>
<td>8,746,163.36</td>
<td>100.00%</td>
<td>$(30,000.00)</td>
<td>1.28%</td>
<td>417</td>
</tr>
</tbody>
</table>

**TOTAL SAN DIEGO COUNTY TREASURER’S POOLED MONEY FUND**

<table>
<thead>
<tr>
<th>Institution / Account</th>
<th>Book Value</th>
<th>Percent of Portfolio</th>
<th>Market Value</th>
<th>Market Price</th>
<th>Unrealized Gain/(Loss)</th>
<th>Yield on Cost</th>
<th>Wtd. Avg. Days to Maturity</th>
</tr>
</thead>
<tbody>
<tr>
<td>$30,818,088.21</td>
<td>3.84%</td>
<td>$30,713,088.21</td>
<td>100.00%</td>
<td>$(105,000.00)</td>
<td>1.28%</td>
<td>417</td>
<td>**</td>
</tr>
</tbody>
</table>

**CALIFORNIA BANK AND TRUST:**

<table>
<thead>
<tr>
<th>Institution / Account</th>
<th>Book Value</th>
<th>Percent of Portfolio</th>
<th>Market Value</th>
<th>Market Price</th>
<th>Unrealized Gain/(Loss)</th>
<th>Yield on Cost</th>
<th>Wtd. Avg. Days to Maturity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Project Retention Accounts</td>
<td>$598,818.19</td>
<td>0.07%</td>
<td>$598,818.19</td>
<td>100.00%</td>
<td>-</td>
<td>0.05%</td>
<td>1</td>
</tr>
</tbody>
</table>

**TOTAL CALIFORNIA BANK AND TRUST**

<table>
<thead>
<tr>
<th>Institution / Account</th>
<th>Book Value</th>
<th>Percent of Portfolio</th>
<th>Market Value</th>
<th>Market Price</th>
<th>Unrealized Gain/(Loss)</th>
<th>Yield on Cost</th>
<th>Wtd. Avg. Days to Maturity</th>
</tr>
</thead>
<tbody>
<tr>
<td>$598,818.19</td>
<td>0.07%</td>
<td>$598,818.19</td>
<td>100.00%</td>
<td>-</td>
<td>0.05%</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

**WELLS FARGO BANK, N.A.:**

<table>
<thead>
<tr>
<th>Institution / Account</th>
<th>Book Value</th>
<th>Percent of Portfolio</th>
<th>Market Value</th>
<th>Market Price</th>
<th>Unrealized Gain/(Loss)</th>
<th>Yield on Cost</th>
<th>Wtd. Avg. Days to Maturity</th>
</tr>
</thead>
<tbody>
<tr>
<td>SANDAG Section 115 Pension Trust</td>
<td>$3,500,232.49</td>
<td>0.44%</td>
<td>$3,500,232.45</td>
<td>100.00%</td>
<td>$(0.04)</td>
<td>0.81%</td>
<td>1</td>
</tr>
</tbody>
</table>

**TOTAL WELLS FARGO BANK, N.A.**

<table>
<thead>
<tr>
<th>Institution / Account</th>
<th>Book Value</th>
<th>Percent of Portfolio</th>
<th>Market Value</th>
<th>Market Price</th>
<th>Unrealized Gain/(Loss)</th>
<th>Yield on Cost</th>
<th>Wtd. Avg. Days to Maturity</th>
</tr>
</thead>
<tbody>
<tr>
<td>$3,500,232.49</td>
<td>0.44%</td>
<td>$3,500,232.45</td>
<td>100.00%</td>
<td>$(0.04)</td>
<td>0.81%</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL**

<table>
<thead>
<tr>
<th>Institution / Account</th>
<th>Book Value</th>
<th>Percent of Portfolio</th>
<th>Market Value</th>
<th>Market Price</th>
<th>Unrealized Gain/(Loss)</th>
<th>Yield on Cost</th>
<th>Wtd. Avg. Days to Maturity</th>
</tr>
</thead>
<tbody>
<tr>
<td>$802,270,042.79</td>
<td>100.00%</td>
<td>$799,695,345.38</td>
<td>99.68%</td>
<td>$(2,574,697.41)</td>
<td>1.13%</td>
<td>352</td>
<td></td>
</tr>
</tbody>
</table>

**Legend:**
- Automated Regional Justice Information System (ARJIS)
- Commercial Paper (CP)
- State of California Local Agency Investment Fund (LAIF)
- North County Transit District (NCTD)
- San Diego County Regional Transportation Commission (RTC)

**Although average days to maturity is greater than one day, funds are available at par the same day.**
SANDAG

Detail of Portfolio Balances (by Investment Type)

as of June 30, 2017

<table>
<thead>
<tr>
<th>Investment</th>
<th>Purchase Date</th>
<th>Maturity Date</th>
<th>Book Value</th>
<th>Market Value</th>
<th>Unrealized Gain / (Loss)</th>
<th>S&amp;P Rating</th>
<th>Moody's Rating</th>
<th>Yield on Cost</th>
<th>Wtd. Avg. Days to Maturity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and cash equivalents:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Demand deposits:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Checking - TransNet Sales Tax (RTC)</td>
<td>N/A</td>
<td>N/A</td>
<td>$861,529.81</td>
<td>$861,529.81</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>N/A</td>
</tr>
<tr>
<td>Checking - SANDAG General</td>
<td>N/A</td>
<td>N/A</td>
<td>2,651,326.79</td>
<td>2,651,326.79</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>N/A</td>
</tr>
<tr>
<td>Checking - SANDAG Flexible Spending Acct (FSA)</td>
<td>N/A</td>
<td>N/A</td>
<td>74,891.24</td>
<td>74,891.24</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>N/A</td>
</tr>
<tr>
<td>Checking - SANDAG Interstate 15 (I-15) FasTrak®</td>
<td>N/A</td>
<td>N/A</td>
<td>1,087,564.94</td>
<td>1,087,564.94</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>N/A</td>
</tr>
<tr>
<td>Checking - SANDAG SAFE Program Acct</td>
<td>N/A</td>
<td>N/A</td>
<td>494,413.59</td>
<td>494,413.59</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>N/A</td>
</tr>
<tr>
<td>Checking - SourcePoint</td>
<td>N/A</td>
<td>N/A</td>
<td>48,141.63</td>
<td>48,141.63</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>N/A</td>
</tr>
<tr>
<td>Checking - ARJIS</td>
<td>N/A</td>
<td>N/A</td>
<td>204,490.46</td>
<td>204,490.46</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>N/A</td>
</tr>
<tr>
<td>Checking - State Route 125 (SR 125) Payment Account</td>
<td>N/A</td>
<td>N/A</td>
<td>875,280.19</td>
<td>875,280.19</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>N/A</td>
</tr>
<tr>
<td>Checking - SR 125 Collection Account</td>
<td>N/A</td>
<td>N/A</td>
<td>135,886.35</td>
<td>135,886.35</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>N/A</td>
</tr>
<tr>
<td>Total demand deposits</td>
<td></td>
<td></td>
<td>$6,433,525.00</td>
<td>$6,433,525.00</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Money market accounts and funds:

<table>
<thead>
<tr>
<th>Investment</th>
<th>Purchase Date</th>
<th>Maturity Date</th>
<th>Book Value</th>
<th>Market Value</th>
<th>Unrealized Gain / (Loss)</th>
<th>S&amp;P Rating</th>
<th>Moody's Rating</th>
<th>Yield on Cost</th>
<th>Wtd. Avg. Days to Maturity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Money Market - Capital Project Retention Account</td>
<td>N/A</td>
<td>N/A</td>
<td>$598,818.19</td>
<td>$598,818.19</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>0.05%</td>
</tr>
<tr>
<td>Money Market - Capital Project Retention Account</td>
<td>N/A</td>
<td>N/A</td>
<td>8,801,557.84</td>
<td>8,801,557.84</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>0.15%</td>
</tr>
<tr>
<td>Money Market - SANDAG Toll Road Project Revenue Fund</td>
<td>N/A</td>
<td>N/A</td>
<td>7,089,354.89</td>
<td>7,089,354.89</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>0.20%</td>
</tr>
<tr>
<td>Money Market - SANDAG Toll Road Project Operating/Maint Reserve</td>
<td>N/A</td>
<td>N/A</td>
<td>3.95</td>
<td>3.95</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>0.25%</td>
</tr>
<tr>
<td>Money Market - SANDAG Toll Road Project Cap Exp Reserve</td>
<td>N/A</td>
<td>N/A</td>
<td>355,172.40</td>
<td>355,172.40</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>0.20%</td>
</tr>
<tr>
<td>Money Market - SANDAG Toll Road Project TIFIA Note Expense</td>
<td>N/A</td>
<td>N/A</td>
<td>10,032.49</td>
<td>10,032.49</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>0.20%</td>
</tr>
<tr>
<td>Money Market - SANDAG Toll Road Project Sr. Oblig. D/S - Interest</td>
<td>N/A</td>
<td>N/A</td>
<td>2,507.62</td>
<td>2,507.62</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>0.20%</td>
</tr>
<tr>
<td>Money Market - SANDAG Toll Road Project Sr. Oblig. D/S - Princ.</td>
<td>N/A</td>
<td>N/A</td>
<td>344.26</td>
<td>344.26</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>0.20%</td>
</tr>
<tr>
<td>Money Market - SANDAG Toll Road Project Major Maintenance Reserve Fund</td>
<td>N/A</td>
<td>N/A</td>
<td>0.02</td>
<td>0.02</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>0.00%</td>
</tr>
<tr>
<td>Money Market - SANDAG Toll Road Project Extraordinary Reserve Fund</td>
<td>N/A</td>
<td>N/A</td>
<td>0.01</td>
<td>0.01</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>0.00%</td>
</tr>
<tr>
<td>Money Market - SANDAG Toll Road Project 1st Sub Obl TNet Pymt</td>
<td>N/A</td>
<td>N/A</td>
<td>772.09</td>
<td>772.09</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>0.20%</td>
</tr>
<tr>
<td>Money Market - SANDAG Toll Road Project SANDAG Distribution</td>
<td>N/A</td>
<td>N/A</td>
<td>1,002,417.31</td>
<td>1,002,417.31</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>0.20%</td>
</tr>
<tr>
<td>San Diego County Treasurer's Pooled Money Fund (SourcePoint)</td>
<td>N/A</td>
<td>N/A</td>
<td>170,428.55</td>
<td>169,428.55</td>
<td>(1,000.00)</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>1.28%</td>
</tr>
<tr>
<td>San Diego County Treasurer's Pooled Money Fund (I-15 FasTrak®)</td>
<td>N/A</td>
<td>N/A</td>
<td>19,041,827.85</td>
<td>18,976,827.85</td>
<td>(65,000.00)</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>1.28%</td>
</tr>
<tr>
<td>San Diego County Treasurer's Pooled Money Fund (RTC)</td>
<td>N/A</td>
<td>N/A</td>
<td>2,751,616.18</td>
<td>2,751,616.18</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>0.66%</td>
</tr>
<tr>
<td>San Diego County Treasurer's Pooled Money Fund (RTC)</td>
<td>N/A</td>
<td>N/A</td>
<td>1,002,417.31</td>
<td>1,002,417.31</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>0.20%</td>
</tr>
<tr>
<td>San Diego County Treasurer's Pooled Money Fund (RTC)</td>
<td>N/A</td>
<td>N/A</td>
<td>772.09</td>
<td>772.09</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>0.20%</td>
</tr>
<tr>
<td>San Diego County Treasurer's Pooled Money Fund (RTC)</td>
<td>N/A</td>
<td>N/A</td>
<td>2,507.62</td>
<td>2,507.62</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>0.20%</td>
</tr>
<tr>
<td>San Diego County Treasurer's Pooled Money Fund (RTC)</td>
<td>N/A</td>
<td>N/A</td>
<td>344.26</td>
<td>344.26</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>0.20%</td>
</tr>
<tr>
<td>San Diego County Treasurer's Pooled Money Fund (RTC)</td>
<td>N/A</td>
<td>N/A</td>
<td>0.02</td>
<td>0.02</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>0.00%</td>
</tr>
<tr>
<td>San Diego County Treasurer's Pooled Money Fund (RTC)</td>
<td>N/A</td>
<td>N/A</td>
<td>0.01</td>
<td>0.01</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>0.00%</td>
</tr>
<tr>
<td>San Diego County Treasurer's Pooled Money Fund (RTC)</td>
<td>N/A</td>
<td>N/A</td>
<td>772.09</td>
<td>772.09</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>0.20%</td>
</tr>
<tr>
<td>San Diego County Treasurer's Pooled Money Fund (RTC)</td>
<td>N/A</td>
<td>N/A</td>
<td>2,507.62</td>
<td>2,507.62</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>0.20%</td>
</tr>
<tr>
<td>San Diego County Treasurer's Pooled Money Fund (RTC)</td>
<td>N/A</td>
<td>N/A</td>
<td>344.26</td>
<td>344.26</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>0.20%</td>
</tr>
<tr>
<td>San Diego County Treasurer's Pooled Money Fund (RTC)</td>
<td>N/A</td>
<td>N/A</td>
<td>0.02</td>
<td>0.02</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>0.00%</td>
</tr>
<tr>
<td>San Diego County Treasurer's Pooled Money Fund (RTC)</td>
<td>N/A</td>
<td>N/A</td>
<td>0.01</td>
<td>0.01</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>0.00%</td>
</tr>
<tr>
<td>San Diego County Treasurer's Pooled Money Fund (RTC)</td>
<td>N/A</td>
<td>N/A</td>
<td>772.09</td>
<td>772.09</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>0.20%</td>
</tr>
<tr>
<td>San Diego County Treasurer's Pooled Money Fund (RTC)</td>
<td>N/A</td>
<td>N/A</td>
<td>2,507.62</td>
<td>2,507.62</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>0.20%</td>
</tr>
<tr>
<td>San Diego County Treasurer's Pooled Money Fund (RTC)</td>
<td>N/A</td>
<td>N/A</td>
<td>344.26</td>
<td>344.26</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>0.20%</td>
</tr>
<tr>
<td>San Diego County Treasurer's Pooled Money Fund (RTC)</td>
<td>N/A</td>
<td>N/A</td>
<td>0.02</td>
<td>0.02</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>0.00%</td>
</tr>
<tr>
<td>San Diego County Treasurer's Pooled Money Fund (RTC)</td>
<td>N/A</td>
<td>N/A</td>
<td>0.01</td>
<td>0.01</td>
<td>-</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>0.00%</td>
</tr>
</tbody>
</table>
## SANDAG

**Detail of Portfolio Balances (by Investment Type)**

*as of June 30, 2017*

<table>
<thead>
<tr>
<th>Investment</th>
<th>Purchase Date</th>
<th>Maturity Date</th>
<th>Book Value</th>
<th>Market Value</th>
<th>Unrealized Gain / (Loss)</th>
<th>Par Value</th>
<th>S&amp;P Rating</th>
<th>Moody’s Rating</th>
<th>Yield on Cost</th>
<th>Days to Maturity</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CAMP Cash Reserve Portfolio (RTC) - 2008 Bond Ser A Principal</strong></td>
<td>N/A</td>
<td>N/A</td>
<td>1.00</td>
<td>1.00</td>
<td>-</td>
<td>N/A</td>
<td>AAAm</td>
<td>NR</td>
<td>1.05%</td>
<td>49</td>
</tr>
<tr>
<td><strong>CAMP Cash Reserve Portfolio (RTC) - 2008 Bond Ser B Principal</strong></td>
<td>N/A</td>
<td>N/A</td>
<td>1.00</td>
<td>1.00</td>
<td>-</td>
<td>N/A</td>
<td>AAAm</td>
<td>NR</td>
<td>1.05%</td>
<td>49</td>
</tr>
<tr>
<td><strong>CAMP Cash Reserve Portfolio (RTC) - 2008 Bond Ser C Principal</strong></td>
<td>N/A</td>
<td>N/A</td>
<td>1.00</td>
<td>1.00</td>
<td>-</td>
<td>N/A</td>
<td>AAAm</td>
<td>NR</td>
<td>1.05%</td>
<td>49</td>
</tr>
<tr>
<td><strong>CAMP Cash Reserve Portfolio (RTC) - 2008 Bond Ser D Principal</strong></td>
<td>N/A</td>
<td>N/A</td>
<td>1.00</td>
<td>1.00</td>
<td>-</td>
<td>N/A</td>
<td>AAAm</td>
<td>NR</td>
<td>1.05%</td>
<td>49</td>
</tr>
<tr>
<td><strong>CAMP Cash Reserve Portfolio (RTC) - 2010 Bond Ser B</strong></td>
<td>N/A</td>
<td>N/A</td>
<td>173,093.06</td>
<td>173,093.06</td>
<td>-</td>
<td>N/A</td>
<td>AAAm</td>
<td>NR</td>
<td>1.05%</td>
<td>49</td>
</tr>
<tr>
<td><strong>CAMP Cash Reserve Portfolio (RTC) - 2010 Bond Ser B Interest</strong></td>
<td>N/A</td>
<td>N/A</td>
<td>70,621.39</td>
<td>70,621.39</td>
<td>-</td>
<td>N/A</td>
<td>AAAm</td>
<td>NR</td>
<td>1.05%</td>
<td>49</td>
</tr>
<tr>
<td><strong>CAMP Cash Reserve Portfolio (RTC) - 2010 Bond Ser A Interest</strong></td>
<td>N/A</td>
<td>N/A</td>
<td>5,022,218.86</td>
<td>5,022,218.86</td>
<td>-</td>
<td>N/A</td>
<td>AAAm</td>
<td>NR</td>
<td>1.05%</td>
<td>49</td>
</tr>
<tr>
<td><strong>CAMP Cash Reserve Portfolio (RTC) - 2012 Bond Interest</strong></td>
<td>N/A</td>
<td>N/A</td>
<td>4,132,296.84</td>
<td>4,132,296.84</td>
<td>-</td>
<td>N/A</td>
<td>AAAm</td>
<td>NR</td>
<td>1.05%</td>
<td>49</td>
</tr>
<tr>
<td><strong>CAMP Cash Reserve Portfolio (RTC) - 2012 Bond Principal</strong></td>
<td>N/A</td>
<td>N/A</td>
<td>4,280,420.55</td>
<td>4,280,420.55</td>
<td>-</td>
<td>N/A</td>
<td>AAAm</td>
<td>NR</td>
<td>1.05%</td>
<td>49</td>
</tr>
<tr>
<td><strong>CAMP Cash Reserve Portfolio (RTC) - Sales Tax</strong></td>
<td>N/A</td>
<td>N/A</td>
<td>2,685,662.92</td>
<td>2,685,662.92</td>
<td>-</td>
<td>N/A</td>
<td>AAAm</td>
<td>NR</td>
<td>1.05%</td>
<td>49</td>
</tr>
<tr>
<td><strong>CAMP Cash Reserve Portfolio - Wetland Mitigation (RTC)</strong></td>
<td>N/A</td>
<td>N/A</td>
<td>294,184.77</td>
<td>294,184.77</td>
<td>-</td>
<td>N/A</td>
<td>AAAm</td>
<td>NR</td>
<td>1.05%</td>
<td>49</td>
</tr>
<tr>
<td><strong>CAMP Cash Reserve Portfolio - Sage Hill Endowment (RTC)</strong></td>
<td>N/A</td>
<td>N/A</td>
<td>6,591.52</td>
<td>6,591.52</td>
<td>-</td>
<td>N/A</td>
<td>AAAm</td>
<td>NR</td>
<td>1.05%</td>
<td>49</td>
</tr>
<tr>
<td><strong>CAMP Cash Reserve Portfolio (RTC) - 2014 Bond Ser A Principal</strong></td>
<td>N/A</td>
<td>N/A</td>
<td>1,209,644.19</td>
<td>1,209,644.19</td>
<td>-</td>
<td>N/A</td>
<td>AAAm</td>
<td>NR</td>
<td>1.05%</td>
<td>49</td>
</tr>
<tr>
<td><strong>CAMP Cash Reserve Portfolio (RTC) - 2014 Bond Ser A Interest</strong></td>
<td>N/A</td>
<td>N/A</td>
<td>4,246,684.65</td>
<td>4,246,684.65</td>
<td>-</td>
<td>N/A</td>
<td>AAAm</td>
<td>NR</td>
<td>1.05%</td>
<td>49</td>
</tr>
<tr>
<td><strong>CAMP Cash Reserve Portfolio (RTC) - 2014 Bond Ser A Proj Del Mar</strong></td>
<td>N/A</td>
<td>N/A</td>
<td>598,147.94</td>
<td>598,147.94</td>
<td>-</td>
<td>N/A</td>
<td>AAAm</td>
<td>NR</td>
<td>1.05%</td>
<td>49</td>
</tr>
<tr>
<td><strong>CAMP Cash Reserve Portfolio (RTC) - 2014 Bond Ser A Proj Santee</strong></td>
<td>N/A</td>
<td>N/A</td>
<td>457,398.06</td>
<td>457,398.06</td>
<td>-</td>
<td>N/A</td>
<td>AAAm</td>
<td>NR</td>
<td>1.05%</td>
<td>49</td>
</tr>
<tr>
<td><strong>CAMP Cash Reserve Portfolio (RTC) - 2016 Series A Principal</strong></td>
<td>N/A</td>
<td>N/A</td>
<td>1,142,104.84</td>
<td>1,142,104.84</td>
<td>-</td>
<td>N/A</td>
<td>AAAm</td>
<td>NR</td>
<td>1.05%</td>
<td>49</td>
</tr>
<tr>
<td><strong>CAMP Cash Reserve Portfolio (RTC) - 2016 Series A Interest</strong></td>
<td>N/A</td>
<td>N/A</td>
<td>4,040,037.97</td>
<td>4,040,037.97</td>
<td>-</td>
<td>N/A</td>
<td>AAAm</td>
<td>NR</td>
<td>1.05%</td>
<td>49</td>
</tr>
<tr>
<td><strong>BNY Mellon Cash Reserve - Sage Hill Endowment (RTC)</strong></td>
<td>N/A</td>
<td>N/A</td>
<td>593,933.74</td>
<td>593,933.74</td>
<td>-</td>
<td>N/A</td>
<td>AAAm</td>
<td>NR</td>
<td>0.00%</td>
<td>1</td>
</tr>
<tr>
<td><strong>Wells Fargo Advantage Govt MM Fund</strong></td>
<td>N/A</td>
<td>N/A</td>
<td>3,500,232.49</td>
<td>3,500,232.45</td>
<td>(0.04)</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>0.81%</td>
<td>1</td>
</tr>
</tbody>
</table>

| **Total money market accounts and funds** | $ 267,602,305.83 | $ 267,497,305.79 | ($105,000.04) | N/A | 1.00% | 87 |
| **Total cash and cash equivalents** | $ 274,035,830.83 | $ 273,930,830.79 | ($105,000.04) | N/A | 1.03% | 194 |

**Investments:**

**State of CA Local Agency Investment Fund:**

<table>
<thead>
<tr>
<th>Investment</th>
<th>Purchase Date</th>
<th>Maturity Date</th>
<th>Book Value</th>
<th>Market Value</th>
<th>Unrealized Gain / (Loss)</th>
<th>Par Value</th>
<th>S&amp;P Rating</th>
<th>Moody’s Rating</th>
<th>Yield on Cost</th>
<th>Days to Maturity</th>
</tr>
</thead>
<tbody>
<tr>
<td>LAIF - TransNet (RTC)</td>
<td>N/A</td>
<td>N/A</td>
<td>26,185,900.19</td>
<td>26,158,160.71</td>
<td>($27,739.48)</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>1.03%</td>
<td>194</td>
</tr>
<tr>
<td>LAIF - SANDAG</td>
<td>N/A</td>
<td>N/A</td>
<td>17,838,166.40</td>
<td>17,819,269.91</td>
<td>(18,896.49)</td>
<td>N/A</td>
<td>NR</td>
<td>NR</td>
<td>1.03%</td>
<td>194</td>
</tr>
</tbody>
</table>

| **Total State of CA Local Agency Investment Fund** | $ 44,024,066.59 | $ 43,977,430.62 | ($46,635.97) | N/A | 1.03% | 194 |

**U.S. Agencies:**

<table>
<thead>
<tr>
<th>Investment</th>
<th>Purchase Date</th>
<th>Maturity Date</th>
<th>Book Value</th>
<th>Market Value</th>
<th>Unrealized Gain / (Loss)</th>
<th>Par Value</th>
<th>S&amp;P Rating</th>
<th>Moody’s Rating</th>
<th>Yield on Cost</th>
<th>Days to Maturity</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Treasury Notes</td>
<td>1/15/2016</td>
<td>03/31/2018</td>
<td>7,463,637.50</td>
<td>7,452,241.72</td>
<td>($11,395.78)</td>
<td>7,480,000.00</td>
<td>AA+</td>
<td>Aaa</td>
<td>0.91%</td>
<td>274</td>
</tr>
<tr>
<td>FHLMC Notes</td>
<td>12/9/2016</td>
<td>03/27/2019</td>
<td>3,816,066.30</td>
<td>3,750,692.10</td>
<td>(55,273.20)</td>
<td>3,615,000.00</td>
<td>AA+</td>
<td>Aaa</td>
<td>1.28%</td>
<td>635</td>
</tr>
<tr>
<td>FNMA Benchmark Note</td>
<td>10/19/2016</td>
<td>11/15/2018</td>
<td>1,510,755.00</td>
<td>1,495,335.00</td>
<td>(15,420.00)</td>
<td>1,500,000.00</td>
<td>AA+</td>
<td>Aaa</td>
<td>0.81%</td>
<td>476</td>
</tr>
<tr>
<td>FNMA Benchmark Note</td>
<td>01/28/2019</td>
<td>07/28/2017</td>
<td>1,505,415.00</td>
<td>1,499,947.50</td>
<td>(5,467.50)</td>
<td>1,500,000.00</td>
<td>AA+</td>
<td>Aaa</td>
<td>0.67%</td>
<td>28</td>
</tr>
<tr>
<td>FNMA Benchmark Note</td>
<td>06/17/2016</td>
<td>06/29/2018</td>
<td>503,585.00</td>
<td>498,445.00</td>
<td>(14,140.00)</td>
<td>500,000.00</td>
<td>AA+</td>
<td>Aaa</td>
<td>0.76%</td>
<td>385</td>
</tr>
<tr>
<td>FNMA Benchmark Note</td>
<td>06/17/2016</td>
<td>07/20/2018</td>
<td>500,850.00</td>
<td>498,988.50</td>
<td>(1,891.50)</td>
<td>500,000.00</td>
<td>AA+</td>
<td>Aaa</td>
<td>0.76%</td>
<td>385</td>
</tr>
</tbody>
</table>

Total: $ 24,035,830.83
SANDAG
Detail of Portfolio Balances (by Investment Type)
as of June 30, 2017
Wtd. Avg.
Investment

Purchase

Maturity

Date

Date

Unrealized
Book Value

Market Value

Gain / (Loss)

Par Value

S&P

Moody's

Yield

Days to

Rating

Rating

on Cost

Maturity

Freddie Mac Notes

12/10/2015

05/30/2019

722,900.75

719,819.10

(3,081.65)

715,000.00

AA+

Aaa

1.42%

699

US Treasury Notes

06/27/2016

04/30/2019

3,698,363.86

3,620,631.28

(77,732.58)

3,605,000.00

AA+

Aaa

0.70%

669

US Treasury Notes

03/15/2017

09/30/2020

5,909,755.08

5,965,393.78

55,638.70

6,010,000.00

AA+

Aaa

1.86%

1,188

US Treasury Notes

01/06/2016

12/31/2018

4,411,171.88

4,401,720.40

(9,451.48)

4,400,000.00

AA+

Aaa

1.29%

549

FNMA

01/15/2015

02/01/2018

597,468.52

591,292.37

(6,176.15)

591,557.39

AA+

Aaa

1.26%

216

(10,546.86)

953,088.06

AA+

Aaa

0.83%

275

(18,658)

1,824,869.94

AA+

Aaa

1.08%

793

980,000.00

AA+

Aaa

1.20%

550
701

FNMA

04/15/2015

04/01/2018

962,615.50

952,068.64

Fannie Mae

10/07/2015

09/01/2019

1,843,144

1824486.35

FNMA

11/06/2015

01/01/2019

989,799.90

980,523.52

(9,276.38)

FNMA

06/09/2016

06/01/2019

2,141,850.69

2,122,921.80

(18,928.89)

2,120,645.29

AA+

Aaa

1.05%

FHLB Global Note

06/02/2016

06/21/2019

12,604,703.80

12,539,157.02

(65,546.78)

12,610,000.00

AA+

Aaa

1.14%

721

Federal Home Loan Bank Agency

04/05/2017

03/18/2019

1,100,704.00

1,099,518.20

(1,185.80)

1,100,000.00

AA+

Aaa

1.34%

626

FNMA Notes

03/02/2016

12/14/2018

8,009,200.00

7,971,592.00

(37,608.00)

8,000,000.00

AA+

Aaa

1.08%

532

FNMA Benchmark Note

02/19/2016

02/26/2019

3,990,560.00

3,973,300.00

(17,260.00)

4,000,000.00

AA+

Aaa

1.08%

606

FNMA Benchmark Note

05/03/2016

02/26/2019

2,086,920.43

2,071,082.63

(15,837.80)

2,085,000.00

AA+

Aaa

0.97%

606

FNMA Benchmark Note

07/06/2016

02/26/2019

5,435,370.00

5,363,955.00

(71,415.00)

5,400,000.00

AA+

Aaa

0.75%

606

FNMA Benchmark Note

07/29/2016

08/02/2019

6,529,012.80

6,461,376.12

(67,636.68)

6,540,000.00

AA+

Aaa

0.93%

763

FNMA Notes

08/31/2016

08/28/2019

7,887,676.00

7,822,817.00

(64,859.00)

7,900,000.00

AA+

Aaa

1.05%

789

FNMA Notes

10/03/2016

08/28/2019

3,717,768.00

3,683,655.60

(34,112.40)

3,720,000.00

AA+

Aaa

1.02%

789

Fannie Mae Global Notes

01/03/2017

10/24/2019

4,155,357.75

4,168,302.02

12,944.27

4,215,000.00

AA+

Aaa

1.52%

846

FNMA Notes

02/24/2017

02/28/2020

1,718,899.20

1,715,491.88

(3,407.32)

1,720,000.00

AA+

Aaa

1.52%

973

FNMA Notes

03/02/2017

02/28/2020

6,562,776.00

6,582,701.40

19,925.40

6,600,000.00

AA+

Aaa

1.69%

973

FHLMC Notes

03/02/2016

03/27/2019

2,156,300.00

2,080,680.00

(75,620.00)

2,000,000.00

AA+

Aaa

1.15%

635

FHLMC Reference Note

07/19/2016

07/19/2019

5,721,121.30

5,666,656.01

(54,465.29)

5,735,000.00

AA+

Aaa

0.96%

749

FHLMC Reference Note

10/03/2016

07/19/2019

3,488,590.00

3,458,290.50

(30,299.50)

3,500,000.00

AA+

Aaa

0.99%

749

FHLMC Reference Note

09/15/2016

10/12/2018

5,092,809.15

5,063,940.88

(28,868.27)

5,095,000.00

AA+

Aaa

0.90%

469

Freddie Mac Agency Note

04/03/2017

01/17/2020

7,720,983.00

7,718,511.00

(2,472.00)

7,725,000.00

AA+

Aaa

1.52%

931

FHLMC Agency Notes

04/19/2017

04/20/2020

5,291,839.80

5,278,591.35

(13,248.45)

5,310,000.00

AA+

Aaa

1.49%

1,025

FHLB Notes

10/15/2015

10/26/2017

824,043.00

823,756.73

(286.27)

825,000.00

AA+

Aaa

0.68%

118

Federal National Mortgage Association

11/12/2015

10/26/2017

2,997,900.00

2,997,882.00

(18.00)

3,000,000.00

AA+

Aaa

0.91%

118

Federal Home Loan Mortgage Corp

09/23/2015

11/17/2017

4,968,054.00

4,617,808.65

(350,245.35)

Federal Farm Credit Bank

06/15/2015

12/11/2017

4,491,585.00

4,497,075.00

4,550,000.00

AA+

Aaa

0.78%

140

5,490.00

4,500,000.00

AA+

Aaa

0.98%

164

Federal Home Loan Mortgage Corp (Callable)

03/23/2015

12/29/2017

5,000,000.00

4,996,800.00

(3,200.00)

5,000,000.00

AA+

Aaa

1.05%

182

Federal Home Loan Mortgage Corp

01/28/2013

01/12/2018

4,931,800.00

4,988,405.00

56,605.00

5,000,000.00

AA+

Aaa

1.03%

196

Federal Agricultural Mortgage Corp

01/22/2013

01/24/2018

2,499,375.00

2,497,575.00

(1,800.00)

2,500,000.00

AA+

Aaa

0.94%

208

Federal Home Loan Mortgage Corp

02/25/2013

02/07/2018

2,470,712.00

2,456,276.60

(14,435.40)

2,455,000.00

AA+

Aaa

1.35%

222

Federal National Mortgage Association (Callable)

02/15/2013

02/08/2018

1,989,480.00

1,996,098.00

6,618.00

2,000,000.00

AA+

Aaa

0.98%

223

Federal Home Loan Bank

03/15/2013

03/09/2018

254,980.00

250,250.25

(4,729.75)

250,000.00

AA+

Aaa

0.96%

252

Federal Home Loan Bank

06/10/2015

03/09/2018

2,012,440.00

2,002,002.00

(10,438.00)

2,000,000.00

AA+

Aaa

1.14%

252

Federal Home Loan Bank

09/24/2015

04/24/2018

4,010,720.00

3,991,040.00

(19,680.00)

4,000,000.00

AA+

Aaa

0.89%

298

Federal Home Loan Bank

05/26/2015

05/21/2018

4,989,850.00

4,987,450.00

(2,400.00)

5,000,000.00

AA+

Aaa

1.07%

325

Federal Farm Credit Bank

06/11/2015

06/01/2018

4,983,750.00

4,991,450.00

7,700.00

5,000,000.00

AA+

Aaa

1.21%

336

Federal Home Loan Bank

10/09/2015

09/14/2018

5,017,550.00

4,984,600.00

(32,950.00)

5,000,000.00

AA+

Aaa

1.00%

441

Federal Home Loan Bank

10/21/2015

09/14/2018

3,015,210.00

2,990,760.00

(24,450.00)

3,000,000.00

AA+

Aaa

0.95%

441

Federal Home Loan Bank

10/21/2015

09/14/2018

1,256,400.00

1,246,150.00

(10,250.00)

1,250,000.00

AA+

Aaa

0.94%

441

25


SANDAG
Detail of Portfolio Balances (by Investment Type)
as of June 30, 2017
Wtd. Avg.
Investment

Purchase

Maturity

Date

Date

Unrealized
Book Value

Market Value

Gain / (Loss)

Par Value

S&P

Moody's

Yield

Days to

Rating

Rating

on Cost

Maturity

Federal Home Loan Bank

08/20/2015

10/30/2018

4,994,550.00

4,983,350.00

(11,200.00)

5,000,000.00

AA+

Aaa

1.16%

487

Federal National Mortgage Association

05/26/2015

11/27/2018

5,576,230.00

5,518,799.00

(57,431.00)

5,500,000.00

AA+

Aaa

1.22%

515

Federal Home Loan Mortgage Corp (Callable)

04/25/2016

01/28/2019

4,993,250.00

4,974,250.00

(19,000.00)

5,000,000.00

AA+

Aaa

1.20%

577

Federal Farm Credit Bank

08/31/2015

01/30/2019

4,004,520.00

3,995,200.00

(9,320.00)

4,000,000.00

AA+

Aaa

1.29%

579

Federal National Mortgage Association (Callable)

10/20/2015

02/25/2019

4,024,800.00

3,980,120.00

(44,680.00)

4,000,000.00

AA+

Aaa

1.11%

605

Federal Home Loan Bank

04/22/2016

03/08/2019

5,057,500.00

5,006,140.00

(51,360.00)

5,000,000.00

AA+

Aaa

1.09%

616

Federal Home Loan Mortgage Corp

05/25/2016

04/15/2019

6,994,820.00

6,968,549.00

(26,271.00)

7,000,000.00

AA+

Aaa

1.15%

654

Federal Farm Credit Bank (Callable)

05/09/2016

05/16/2019

5,500,000.00

5,469,860.00

(30,140.00)

5,500,000.00

AA+

Aaa

1.17%

685

Federal Home Loan Mortgage Corp (Callable)

04/22/2016

10/28/2019

5,000,000.00

4,970,600.00

(29,400.00)

5,000,000.00

AA+

Aaa

1.25%

850

Federal National Mortgage Association (Callable)

10/03/2016

03/30/2020

5,097,450.00

5,022,072.00

(75,378.00)

5,100,000.00

AA+

Aaa

1.26%

1,004

Int'L Bank For Recon And Development

04/07/2017

04/21/2020

5,025,900.00

5,025,455.00

(445.00)

5,000,000.00

AAA

Aaa

1.70%

1,026

Federal Home Loan Mortgage Corp (Callable)

10/03/2016

07/06/2020

5,498,625.00

5,436,640.00

(61,985.00)

5,500,000.00

AA+

Aaa

1.38%

1,102

United States Treasury Note/Bond

01/11/2016

07/31/2018

4,529,003.91

4,503,865.50

(25,138.41)

4,500,000.00

AA+

Aaa

1.12%

396

United States Treasury Note/Bond

06/11/2015

01/31/2019

4,974,218.75

4,991,210.00

16,991.25

5,000,000.00

AA+

Aaa

1.40%

580

United States Treasury Note/Bond

03/08/2017

06/15/2019

3,652,449.22

3,663,865.80

11,416.58

3,700,000.00

AA+

Aaa

1.45%

715

United States Treasury Note/Bond

10/13/2016

09/30/2019

4,998,437.50

4,953,515.00

(44,922.50)

5,000,000.00

AA+

Aaa

1.01%

822

United States Treasury Note/Bond

10/13/2016

12/31/2019

4,810,125.00

4,760,438.40

(49,686.60)

4,800,000.00

AA+

Aaa

1.06%

914

274,657,392.10

$ (1,715,561.50)

$

1.14%

613

$

$

Total U.S. Agencies

$

276,372,953.60

$

$

1,742,862.87

$

275,480,161

Corporate Medium Term Notes:
Chevron Corp (Callable) Global Notes

08/17/2016

12/05/2017

1,741,000.00

AA-

Aa2

1.02%

158

Chevron Corp Note

08/18/2016

11/15/2017

5,324,062.00

5,300,572.40

1,739,986.74

(23,489.60)

(2,876.13)

5,300,000.00

AA-

Aa2

0.97%

138

Coca-Cola Co Global Note

08/24/2016

04/01/2018

7,120,093.00

7,087,404.60

(32,688.40)

7,100,000.00

AA-

Aa3

0.97%

275

Exxon Mobil Corp Notes

08/24/2016

03/01/2018

3,424,582.00

3,400,605.20

(23,976.80)

3,400,000.00

AA+

Aaa

0.95%

244

Exxon Mobil Corp Notes

08/17/2016

03/01/2018

2,718,549.00

2,700,480.60

(18,068.40)

2,700,000.00

AA+

Aaa

0.98%

244

Exxon Mobil Corp Notes

08/19/2016

03/01/2018

1,006,970.00

1,000,178.00

(6,792.00)

1,000,000.00

AA+

Aaa

0.98%

244
221

IBM Corp Notes

08/18/2016

02/06/2018

7,124,637.00

7,089,350.00

(35,287.00)

7,100,000.00

A+

A1

0.88%

Caterpillar Financial Se

06/17/2016

08/18/2017

1,504,800.00

1,499,697.00

(5,103.00)

1,500,000.00

A

A3

0.97%

49

Coca-Cola Co Global Note

06/17/2016

04/01/2018

1,507,590.00

1,497,339.00

(10,251.00)

1,500,000.00

AA-

Aa3

0.86%

275

JP Morgan Chase Corp Notes (Callable)

06/17/2016

03/01/2018

1,507,110.00

1,500,517.50

(6,592.50)

1,500,000.00

A-

A3

1.42%

244

Merck & Co Inc Corp Notes

06/17/2016

01/31/2018

1,505,910.00

1,498,570.50

(7,339.50)

1,500,000.00

AA

A1

0.85%

215

Microsoft Corp Notes

06/17/2016

11/03/2018

1,509,285.00

1,497,616.50

(11,668.50)

1,500,000.00

AAA

Aaa

1.03%

491

Wal-Mart Stores Inc

06/17/2016

12/15/2018

1,537,620.00

1,510,233.00

(27,387.00)

1,500,000.00

AA

Aa2

0.92%

533

Wells Fargo & Company Corp Notes

06/17/2016

09/08/2017

1,506,030.00

1,500,091.50

(5,938.50)

1,500,000.00

A

A2

1.06%

70

The Walt Disney Corp

06/17/2016

09/17/2018

506,355.00

499,945.50

(6,409.50)

500,000.00

A+

A2

0.92%

444

JP Morgan Chase Corp Notes (Callable)

06/17/2016

03/01/2018

502,370.00

500,172.50

(2,197.50)

500,000.00

A-

A3

1.42%

244

Merck & Co Inc Corp Notes

06/17/2016

01/31/2018

501,970.00

499,523.50

(2,446.50)

500,000.00

AA

A1

0.85%

215

(1,979.50)

500,000.00

A

A2

1.06%

70

3,500,000.00

A-

A2

1.84%

396

Wells Fargo & Company Corp Notes

06/17/2016

09/08/2017

502,010.00

500,030.50

American Express Crd Crp Nt (Callable)

02/05/2016

07/31/2018

3,496,290.00

3,500,833.00

4,543.00

American Exp Credit Corp Nt (Callable)

10/29/2015

11/05/2018

1,059,904.60

1,061,650.42

1,745.82

1,060,000.00

A-

A2

1.88%

493

American Honda Finance Corp Notes

02/18/2016

02/22/2019

1,144,771.00

1,146,285.84

1,514.84

1,145,000.00

A+

A1

1.71%

602

Apple Inc Bonds

02/02/2017

02/07/2020

3,503,282.55

3,513,804.56

10,522.01

3,505,000.00

AA+

Aa1

1.92%

952

Berkshire Hathaway Inc Notes

03/08/2016

03/15/2019

839,361.60

841,996.68

2,635.08

840,000.00

AA

Aa2

1.73%

623

Berkshire Hathaway Inc Corporate Notes

08/08/2016

08/15/2019

959,068.80

953,030.40

(6,038.40)

960,000.00

AA

Aa2

1.33%

776

26


<table>
<thead>
<tr>
<th>Investment</th>
<th>Purchase Date</th>
<th>Maturity Date</th>
<th>Book Value</th>
<th>Market Value</th>
<th>Unrealized Gain / (Loss)</th>
<th>Par Value</th>
<th>S&amp;P Rating</th>
<th>Moody's Rating</th>
<th>Yield on Cost</th>
<th>Days to Maturity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chevron Corp Corp Notes</td>
<td>02/28/2017</td>
<td>02/28/2019</td>
<td>1,470,000.00</td>
<td>1,471,027.53</td>
<td>1,027.53</td>
<td>1,470,000.00</td>
<td>AA-</td>
<td>Aa2</td>
<td>1.69%</td>
<td>608</td>
</tr>
<tr>
<td>John Deere Capital Corp Note</td>
<td>09/08/2015</td>
<td>08/10/2018</td>
<td>3,736,334.80</td>
<td>3,747,839.04</td>
<td>11,504.24</td>
<td>3,740,000.00</td>
<td>A</td>
<td>A2</td>
<td>1.78%</td>
<td>406</td>
</tr>
<tr>
<td>John Deere Capital Corp Note</td>
<td>01/05/2016</td>
<td>01/08/2019</td>
<td>949,943.00</td>
<td>953,747.75</td>
<td>3,804.75</td>
<td>950,000.00</td>
<td>A</td>
<td>A2</td>
<td>1.95%</td>
<td>557</td>
</tr>
<tr>
<td>Home Depot Inc Corp Notes</td>
<td>05/24/2017</td>
<td>06/05/2020</td>
<td>1,044,393.00</td>
<td>1,045,477.57</td>
<td>1,083.67</td>
<td>1,040,000.00</td>
<td>A-</td>
<td>A3</td>
<td>1.82%</td>
<td>577</td>
</tr>
<tr>
<td>IBM Corp Notes</td>
<td>02/03/2015</td>
<td>02/06/2018</td>
<td>4,237,037.50</td>
<td>4,243,625.00</td>
<td>6,587.50</td>
<td>4,250,000.00</td>
<td>A+</td>
<td>A1</td>
<td>1.23%</td>
<td>221</td>
</tr>
<tr>
<td>JP Morgan Chase &amp; Co</td>
<td>01/03/2016</td>
<td>01/08/2019</td>
<td>1,354,338.00</td>
<td>1,350,204.10</td>
<td>(4,133.90)</td>
<td>1,340,000.00</td>
<td>A-</td>
<td>A3</td>
<td>1.82%</td>
<td>577</td>
</tr>
<tr>
<td>PepsiCo, Inc Corp Notes</td>
<td>04/22/2015</td>
<td>04/30/2018</td>
<td>714,914.20</td>
<td>713,833.12</td>
<td>(1081.08)</td>
<td>715,000.00</td>
<td>A+</td>
<td>A1</td>
<td>1.25%</td>
<td>304</td>
</tr>
<tr>
<td>Toyota Motor Credit Corp</td>
<td>02/01/2017</td>
<td>01/30/2020</td>
<td>3,626,203.30</td>
<td>3,644,345.59</td>
<td>18,142.29</td>
<td>3,635,000.00</td>
<td>A</td>
<td>A2</td>
<td>2.23%</td>
<td>944</td>
</tr>
<tr>
<td>Wells Fargo &amp; Co</td>
<td>02/01/2017</td>
<td>01/30/2020</td>
<td>3,626,203.30</td>
<td>3,644,345.59</td>
<td>18,142.29</td>
<td>3,635,000.00</td>
<td>A</td>
<td>A2</td>
<td>2.23%</td>
<td>944</td>
</tr>
<tr>
<td>International Business Machines Corp</td>
<td>02/03/2015</td>
<td>02/06/2018</td>
<td>1,354,338.00</td>
<td>1,350,204.10</td>
<td>(4,133.90)</td>
<td>1,340,000.00</td>
<td>A-</td>
<td>A3</td>
<td>1.82%</td>
<td>577</td>
</tr>
<tr>
<td>Caterpillar Financial Services</td>
<td>09/18/2015</td>
<td>09/14/2017</td>
<td>3,107,673.00</td>
<td>2,723,241.60</td>
<td>(384,431.40)</td>
<td>2,700,000.00</td>
<td>A+</td>
<td>A1</td>
<td>1.40%</td>
<td>76</td>
</tr>
<tr>
<td>Apple Inc</td>
<td>07/31/2013</td>
<td>05/03/2018</td>
<td>1,925,040.00</td>
<td>1,992,750.00</td>
<td>67,710.00</td>
<td>2,000,000.00</td>
<td>AA+</td>
<td>Aa1</td>
<td>1.83%</td>
<td>307</td>
</tr>
<tr>
<td>Berkshire Hathaway Finance Corp</td>
<td>06/11/2015</td>
<td>08/15/2017</td>
<td>5,081,575.00</td>
<td>5,024,070.00</td>
<td>(57,505.00)</td>
<td>5,000,000.00</td>
<td>AA</td>
<td>Aa2</td>
<td>1.47%</td>
<td>411</td>
</tr>
<tr>
<td>Caterpillar Financial Services</td>
<td>11/13/2015</td>
<td>11/13/2018</td>
<td>2,006,560.00</td>
<td>2,004,160.00</td>
<td>(2,400.00)</td>
<td>2,000,000.00</td>
<td>A</td>
<td>A3</td>
<td>1.69%</td>
<td>501</td>
</tr>
<tr>
<td>Microsoft</td>
<td>07/06/2015</td>
<td>12/06/2018</td>
<td>5,060,450.00</td>
<td>5,012,390.00</td>
<td>(48,060.00)</td>
<td>5,000,000.00</td>
<td>AAA</td>
<td>Aaa</td>
<td>1.26%</td>
<td>524</td>
</tr>
<tr>
<td>Exxon Mobil Corp (Callable)</td>
<td>08/04/2016</td>
<td>03/15/2019</td>
<td>8,142,400.00</td>
<td>8,031,568.00</td>
<td>(10,832.00)</td>
<td>8,000,000.00</td>
<td>AA+</td>
<td>Aaa</td>
<td>1.12%</td>
<td>623</td>
</tr>
<tr>
<td>Caterpillar Financial Services</td>
<td>08/31/2016</td>
<td>05/18/2019</td>
<td>2,243,091.20</td>
<td>2,221,598.40</td>
<td>(2,100.40)</td>
<td>2,200,000.00</td>
<td>A</td>
<td>A3</td>
<td>1.30%</td>
<td>678</td>
</tr>
<tr>
<td>Pfizer Inc</td>
<td>06/20/2016</td>
<td>06/03/2019</td>
<td>4,012,200.00</td>
<td>3,984,208.00</td>
<td>(2,992.00)</td>
<td>4,000,000.00</td>
<td>A+</td>
<td>A1</td>
<td>1.34%</td>
<td>703</td>
</tr>
<tr>
<td>Bank Of Tokyo Mitsubishi UFJ Comm Paper</td>
<td>04/06/2017</td>
<td>10/10/2017</td>
<td>843,851.67</td>
<td>846,917.05</td>
<td>3,065.38</td>
<td>850,000.00</td>
<td>A-</td>
<td>P-1</td>
<td>1.41%</td>
<td>102</td>
</tr>
<tr>
<td>Bnp Paribas NY Branch Comm Paper</td>
<td>04/11/2017</td>
<td>10/10/2017</td>
<td>844,370.64</td>
<td>846,965.15</td>
<td>2,585.51</td>
<td>850,000.00</td>
<td>A-</td>
<td>P-1</td>
<td>1.32%</td>
<td>102</td>
</tr>
<tr>
<td>Credit Agricole Cib NY Comm Paper</td>
<td>04/12/2017</td>
<td>10/10/2017</td>
<td>844,444.31</td>
<td>846,917.05</td>
<td>2,472.74</td>
<td>850,000.00</td>
<td>A-</td>
<td>P-1</td>
<td>1.31%</td>
<td>102</td>
</tr>
<tr>
<td>ING (US) Funding LLC Comm Paper</td>
<td>05/23/2017</td>
<td>09/22/2017</td>
<td>856,473.52</td>
<td>857,497.40</td>
<td>1,023.88</td>
<td>860,000.00</td>
<td>A-</td>
<td>P-1</td>
<td>1.23%</td>
<td>84</td>
</tr>
<tr>
<td>Jp Morgan Securities LLC Comm Paper</td>
<td>04/06/2017</td>
<td>06/06/2017</td>
<td>844,296.50</td>
<td>847,135.50</td>
<td>2,839.00</td>
<td>850,000.00</td>
<td>A+</td>
<td>P-1</td>
<td>1.21%</td>
<td>103</td>
</tr>
<tr>
<td>Toyota Motor Credit Corp Comm Paper</td>
<td>04/06/2017</td>
<td>10/11/2017</td>
<td>844,786.67</td>
<td>847,186.50</td>
<td>2,393.88</td>
<td>850,000.00</td>
<td>A+</td>
<td>A1</td>
<td>1.91%</td>
<td>644</td>
</tr>
<tr>
<td>BNP Paribas NY Branch Comm Paper</td>
<td>03/17/2017</td>
<td>12/22/2017</td>
<td>2,077,883.50</td>
<td>2,086,620.90</td>
<td>8,737.40</td>
<td>2,100,000.00</td>
<td>A+</td>
<td>P-1</td>
<td>1.44%</td>
<td>165</td>
</tr>
<tr>
<td>BNP Paribas Houston Lt CD</td>
<td>04/05/2017</td>
<td>04/05/2019</td>
<td>4,440,000.00</td>
<td>4,437,384.84</td>
<td>(2,615.16)</td>
<td>4,440,000.00</td>
<td>A+</td>
<td>A1</td>
<td>1.91%</td>
<td>644</td>
</tr>
</tbody>
</table>
**Detail of Portfolio Balances (by Investment Type)**
as of June 30, 2017

<table>
<thead>
<tr>
<th>Investment</th>
<th>Purchase Date</th>
<th>Maturity Date</th>
<th>Book Value</th>
<th>Market Value</th>
<th>Unrealized Gain / (Loss)</th>
<th>Par Value</th>
<th>S&amp;P Rating</th>
<th>Moody's Rating</th>
<th>Yield on Cost</th>
<th>Wtd. Avg.</th>
<th>Days to Maturity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank Of Montreal Chicago Cert Deposit</td>
<td>02/08/2017</td>
<td>02/07/2019</td>
<td>5,000,000.00</td>
<td>5,029,065.00</td>
<td>29,065.00</td>
<td>5,000,000.00</td>
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<td>4,421,584.50</td>
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**Total Certificates of Deposits**

| Total Certificates of Deposits | $ 40,106,548.50 | $ 40,181,258.68 | $ 74,710.18 | $ 40,110,000.00 | 1.66% | 403 |

**Asset-Backed Security:**

| Allya | 03/21/2017 | 08/15/2021 | $ 799,905.68 | $ 800,171.44 | $ 265.76 | $ 800,000.00 | NR | Aaa | 1.79% | 1,507 |
| Allya | 01/24/2017 | 06/15/2021 | 769,932.70 | 769,128.13 | (804.57) | 770,000.00 | AAA | Aaa | 1.70% | 1,446 |
| CNH ABS | 09/13/2016 | 02/15/2020 | 1,169,610.45 | 1,168,238.37 | (1,372.08) | 1,169,716.89 | AAA | Aaa | 1.27% | 960 |
| Harot | 03/21/2017 | 07/21/2021 | 459,972.63 | 460,292.74 | 320.11 | 460,000.00 | NR | Aaa | 1.72% | 1,482 |
| Hyundai Auto Receivables Trust | 09/14/2016 | 04/15/2021 | 1,099,851.94 | 1,090,879.24 | (8,972.70) | 1,100,000.00 | AAA | Aaa | 1.30% | 1,385 |
| Hyundai ABS | 03/22/2016 | 09/15/2020 | 659,871.96 | 659,751.58 | (120.38) | 660,000.00 | AAA | Aaa | 1.57% | 1,173 |
| Hart | 03/22/2017 | 08/15/2021 | 429,965.21 | 430,099.46 | 134.25 | 430,000.00 | AAA | NR | 1.76% | 1,507 |
| JDOT | 02/22/2017 | 04/15/2021 | 529,924.53 | 530,607.33 | 682.80 | 530,000.00 | NR | Aaa | 1.79% | 1,385 |
| Nissan ABS | 04/18/2016 | 01/15/2021 | 494,923.23 | 492,851.35 | (2,071.88) | 495,000.00 | NR | Aaa | 1.33% | 1,295 |
| Toyota ABS | 02/22/2016 | 03/15/2020 | 1,579,910.41 | 1,575,953.30 | (3,957.11) | 1,580,000.00 | AAA | Aaa | 1.25% | 989 |
| Toyota ABS | 08/01/2016 | 08/15/2020 | 659,982.31 | 656,305.65 | (3,676.66) | 660,000.00 | AAA | Aaa | 1.14% | 1,142 |
| Taot | 03/07/2017 | 02/15/2021 | 254,969.99 | 255,325.15 | 355.16 | 255,000.00 | AAA | Aa | 1.74% | 1,326 |

**Total Asset-Backed Security**

| Total Asset-Backed Security | $ 8,908,821.04 | $ 8,889,603.74 | (19,217.30) | $ 8,909,716.89 | 1.46% | 1,246 |

**Certificates of Participation:**

| North County Transit District Certificates of Participation | 05/05/2017 | 08/09/2017 | $ 26,750,000.00 | $ 26,750,000.00 | - | $ 26,750,000.00 | NR | A1 | 0.92% | 40 |

**Total Certificates of Participation**

| Total Certificates of Participation | $ 26,750,000.00 | $ 26,750,000.00 | - | $ 26,750,000.00 | 0.92% | 40 |

**Total investments**

| Total investments | $ 528,234,211.96 | $ 525,764,514.59 | (2,469,697.37) | N/A | 1.22% | 492 |

**Total Portfolio:**

| Total Portfolio | $ 802,270,042.79 | $ 799,695,345.38 | (2,574,697.41) | N/A | 1.13% | 352 |

* San Diego County Treasurer's Pooled Money Fund is rated by Fitch with a rating of AAAf/S1 at June 30, 2017

**Legend:**
- Automated Regional Justice Information System (ARJIS)
- Commercial Paper (CP)
- State of California Local Agency Investment Fund (LAIF)
- North County Transit District (NCTD)
- San Diego County Regional Transportation Commission (RTC)
QUARTERLY PROGRESS REPORT ON TRANSPORTATION PROJECTS – APRIL THROUGH JUNE 2017

Introduction

This quarterly report summarizes the status of major transit, highway, traffic management, and Transportation Demand Management (TDM) projects in the SANDAG five-year Regional Transportation Improvement Program. The TransNet one-half cent local sales tax and other local, state, and federal revenue sources fund these projects. The projects contained in this report have been prioritized and are included in San Diego Forward: The Regional Plan. All information shown in bold has changed from the previous quarter; this report will highlight some of those changes. This item is presented to the Board of Directors for information.

Discussion

TransNet Program

Attachment 1 – TransNet Extension Quarterly Report – indicates sales tax revenue available for allocation was approximately $68.7 million in the fourth quarter of FY 2017. Revenue for this quarter of the fiscal year was 6.4 percent lower compared to the third quarter of FY 2017 ($73.3 million). In contrast, TransNet revenue in the fourth quarter of this fiscal year was approximately 3.2 percent higher than the fourth quarter of last fiscal year ($66.5 million). In keeping with the annual trend, revenue for FY 2017 totaled $284.5 million, which was 3.3 percent higher than FY 2016 ($275.5 million).

Transit Projects

Attachment 2 – Transit Projects – provides cost and schedule information on the major transit and rail projects in the San Diego region. The accompanying map (Attachment 3 – Major Transit Projects) locates these projects.

State Route 15 Mid City Centerline Stations (Project No. 1): The open to traffic date has been updated to December 2017. This project will build San Diego’s first freeway-level transit stations along State Route 15 (SR 15) at University Avenue and El Cajon Boulevard. The project also will construct transit-only lanes within the existing SR 15 median from just north of Interstate 805 to just south of Interstate 8 to improve on-time performance between the existing Rapid and local transit routes.
**East County Bus Maintenance Facility (Project No. 5):** This project now is complete and includes new administration and maintenance buildings, a parking lot, a bus wash, and expands the existing facility to increase operational efficiency. With these improvements, the site capacity increases from 174 buses to 240 buses, including buses for the anticipated new South Bay Rapid service.

**Poinsettia Station Improvements (Project No. 11):** This project currently is scheduled to be advertised by the end of September 2017. The project will renovate the Poinsettia Station to improve traveler wait times, provide easier access, reduce train delays, enhance pedestrian safety, and upgrade station amenities. Improvements also include lengthening and elevating passenger platforms, installing a fence between the tracks within the station, replacing the existing at-grade rail crossings with a grade-separated undercrossing, and relocating existing tracks. Construction currently is scheduled to begin in spring 2018 with an estimated open-to-users date in spring 2020.

**Active Transportation Projects**

Attachment 4 – Active Transportation Projects (includes projects related to bicycle, pedestrian, and access to transit infrastructure) – provides cost and schedule information on the Active Transportation projects in the San Diego region. The accompanying map (Attachment 5 – Major Active Transportation Projects) locates these projects.

**Bayshore Bikeway – Barrio Logan (Project No. 36):** At its April 21, 2017, meeting, the Transportation Committee approved the California Environmental Quality Act exemption for this project. When built, this project will provide approximately 2.5 miles of a shared-use, Class I bicycle and pedestrian path along the northeast side of Harbor Drive from Park Boulevard to 32nd Street. The design phase is expected to be complete by spring 2019 and is anticipated to be open to users by spring 2020.

**State Route 15 Commuter Bikeway (Project No. 39):** On August 30, 2017, this project opened to users, providing a separated bikeway along SR 15 between Adams Avenue and Camino Del Rio South. The SR 15 Commuter Bikeway makes available a safe and direct bike route connecting Mid-City communities with the major retail, commercial, education, and entertainment destinations in the city’s Mission Valley community.

**Express/High Occupancy Vehicle Lanes and Direct Access Ramp Projects**

Attachment 6 – Express/High Occupancy Vehicle (HOV) Lanes and Direct Access Ramp (DAR) Projects – provides cost and schedule information on the major Express/HOV and DAR projects in the San Diego region. The accompanying map (Attachment 7 – Express/HOV lanes and DAR Projects) locates these projects.

**I-5 Gilman Drive Bridge (Project No. 62):** The open to traffic date has been revised to early 2019 for this project. This project is constructing a new overcrossing over Interstate 5 (I-5) between Gilman Drive and Medical Center Drive on the University of California, San Diego (UC San Diego) campus to facilitate on-campus circulation. This project is one of three regional projects SANDAG is jointly coordinating with UC San Diego and Caltrans to minimize disruption in the area.
Highway Projects

Attachment 8 – Highway Projects – provides cost and schedule information on the major highway projects in the San Diego region. The accompanying map (Attachment 9 – Major Highway Projects) locates these projects.

State Route 76 East – On May 16, 2017, a grand opening ceremony was held for this project, which was the final phase of a multi-phased, large-scale improvement along the State Route 76 (SR 76) corridor between I-5 and Interstate 15 (I-15). This project widened and realigned 5.2 miles of roadway from South Mission Road to I-15 including the construction of a new SR 76/I-15 interchange, in addition to the expansion of the SR 76/Old Highway 395 Park and Ride. The completion of this final phase will improve travel, increase motorist safety and protect and enhance the natural environment by creating, restoring and revegetating habitat areas. Completion of this phase also completes this lock-box TransNet commitment to finish projects from the original Ordinance.

Transportation Demand Management

iCommute Program: iCommute is the TDM division of SANDAG and promotes the use of transportation alternatives by providing services such as online trip planning and ridematching, the SANDAG Regional Vanpool Program, employer and community outreach, bicycle encouragement programs, and a Guaranteed Ride Home service.

Employer Outreach: iCommute works with employers throughout the region to develop and implement commuter programs that encourage their employees to carpool, vanpool, bike or walk to work, take transit, or telework. During the fourth quarter, 173 employers were actively engaged in the iCommute employer services program.

The Try Transit program is an employer benefit program that provides eligible employees with a 30-day pass to try one of the many transit choices—bus, train, or trolley—in the San Diego region. As of the end of the fiscal year, 262 commuters at 15 employer sites registered to try transit for the first time, doubling participation in the program from last year. This program is responsible for at least 4,390 transit trips from passes distributed in FY 2017.

The iCommute Diamond Awards recognize employers in the San Diego region that have reduced drive-alone trips by actively promoting transportation alternatives in the workplace. In FY 2017, the program grew to 67 employers from 62 in FY 2016.

SANDAG Regional Vanpool Program: The Regional Vanpool Program provides commuters with a cost-effective alternative to driving alone. The fourth quarter ended with 695 vanpools, a decrease of 4 percent from last quarter (727 vanpools) and over 5,182 vanpool program participants (5,430 participants in third quarter). The decrease in vanpools is due to military deployments throughout the region and major employers eliminating financial support for vanpooling. Participants in the Regional Vanpool Program reduced over 33.5 million vehicle miles, more than 1.5 million gallons of gasoline, and 31 million pounds of carbon dioxide emissions.

Bike Encouragement Program: iCommute supports the regional bike network and facilitates commuting by bike through services such as Bike Month, Bike to Work Day, the Regional Bike Parking Program, and the San Diego Regional Bike Map. iCommute provides access to secure bike parking at over 60 transit stations and Park & Ride lots throughout the region. Through the fourth
quarter, there were 418 active commuters enrolled in the Regional Bike Parking Program, an increase of 15 percent compared to the third quarter (362 active commuters). Since the Bike Parking membership agreement renewal process was initiated in the second quarter, active membership in the program has increased by over 22 percent.

**Bike Month:** Bike to Work Day took place on May 18, 2017, with more than 10,700 visits being recorded at 100 pit stops throughout the County, making this the largest Bike to Work Day on record. Over 34,000 people were reached at 18 community events funded through the iCommute GO by BIKE Mini-Grant program.

**Guaranteed Ride Home:** The Guaranteed Ride Home program provides commuters who carpool, vanpool, take transit, walk, or bike to work, a free ride home from work in the event of an emergency, illness, or unscheduled overtime. During the fourth quarter of FY 2017, 218 new participants enrolled in the Guaranteed Ride Home program, increasing membership by 15 percent, to a total of 1,669 commuters.

**Walk, Ride, and Roll to School:** The iCommute Walk, Ride, and Roll to School program encourages active forms of transportation to and from school and offers free bike, skateboard, scooter, and pedestrian safety education classes for public and private K-12 schools in the San Diego region. During FY 2017, a total of 3,748 students attended active transportation safety classes and events.

The Walk, Ride and Roll to School program also offers mini-grants that provide schools with up to $1,500 for Safe Routes to School education and encouragement activities. Fourteen schools from around the region were awarded Walk, Ride, and Roll to School Mini-Grants with a total award amount of $19,040.

**511 Services:** The 511 application provides real-time access to traveler information and is led by SANDAG in partnership with the California Highway Patrol, Caltrans, Metropolitan Transit System and North County Transit District (NCTD). 511 is a free phone and web service that consolidates San Diego’s regional transportation information into a one-stop resource and provides up-to-the-minute information on traffic conditions; incidents and driving times; schedule, route, and fare information for public transportation; carpool and vanpool referrals; bicycling information; current toll rates for the I-15 Express Lanes and South Bay Expressway; and more. Future updates to the application will include transit arrival times, NCTD transit information, and a My511sd feature, which will allow users to program their route(s) to receive customized alerts at their chosen travel time.

During the fourth quarter of FY 2017, 511 received approximately 67,000 calls while the 511-web portal page (www.511sd.com) received approximately 131,000 total page views.

The 511 service continues to be utilized as a one-stop resource that consolidates San Diego region transportation information into easily accessible phone and website systems.

**Freeway Service Patrol**

Attachment 10 – Freeway Service Patrol (FSP) Assists Map – summarizes the number of assists by the FSP. The San Diego region has 23 FSP tow trucks which patrol approximately 222 miles of San Diego freeways. These FSP trucks operate during weekday peak periods from 5:30 to 9:30 a.m. and from
2:30 to 6:30 p.m., excluding holidays. An additional 12 tow trucks patrol approximately 212 miles during extended service during midday from 10 a.m. to 2 p.m. and weekends from 10 a.m. to 6 p.m.

In addition, eight roving trucks supplement the peak tow patrol for an additional 160 miles, which overlap peak tow beats and three supplementary FSP trucks patrol Caltrans construction sites as part of the Caltrans Transportation Management Plan. During the fourth quarter of FY 2017, this program provided approximately 23,240 assists, an increase of approximately 6 percent over last quarter (21,880 assists), which includes approximately 2,900 assists during weekend beats in the San Diego region.

KIM KAWADA
Chief Deputy Executive Director

Attachments: 1. TransNet Extension Quarterly Report
2. Transit Projects
3. Major Transit Projects (map)
4. Active Transportation Projects
5. Major Active Transportation Projects (map)
6. Express/HOV Lanes and DAR Projects
7. Major Express/HOV Lanes and DAR Projects (map)
8. Highway Projects
9. Major Highway Projects (map)
10. Freeway Service Patrol Assists (map)

Key Staff Contact: Michelle Smith, (619) 595-5608, michelle.smith@sandag.org
# TransNet Extension Quarterly Report

## Fiscal Year: FY 2017 | Quarter: 4

### TransNet Allocations

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<th>Program &amp; Recipient</th>
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<th>Program to Date</th>
<th>Program to Date</th>
<th>Program to Date FY to Date Program to Date</th>
<th>Program to Date FY to Date Program to Date</th>
<th>Program to Date FY to Date Program to Date</th>
<th>Program to Date FY to Date Program to Date</th>
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<td>ITOC</td>
<td>$0 $0 $1,730,878 $24,603</td>
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<td>$(104,700)</td>
</tr>
</tbody>
</table>
### TransNet Allocations

<table>
<thead>
<tr>
<th>PROGRAM &amp; RECIPIENT</th>
<th>Sales Tax Allocations</th>
<th>Other Income ¹</th>
<th>Total Allocation</th>
<th>Program Disbursements ²</th>
<th>Debt Service ³</th>
<th>Total Disbursements</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>This Quarter</td>
<td>FY to Date</td>
<td>Program to Date</td>
<td>Program to Date</td>
<td>This Quarter</td>
<td>FY to Date</td>
</tr>
<tr>
<td>City of Vista</td>
<td>$541,531</td>
<td>$2,242,761</td>
<td>$17,666,709</td>
<td>$3,599,990</td>
<td>$21,266,699</td>
<td>$459,263</td>
</tr>
<tr>
<td>Transit Services</td>
<td>MTS</td>
<td>$7,565,339</td>
<td>$31,344,140</td>
<td>$243,830,194</td>
<td>$3,599,990</td>
<td>$244,169,779</td>
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<tr>
<td>Senior Grant Program</td>
<td>$357,130</td>
<td>$1,479,635</td>
<td>$11,541,276</td>
<td>$11,653,795</td>
<td>$11,653,795</td>
<td>$(981,903)</td>
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<tr>
<td>New Major Corridor Transit Operations</td>
<td>$5,394,414</td>
<td>$22,349,728</td>
<td>$174,329,761</td>
<td>$5,515,974</td>
<td>$179,845,735</td>
<td>$(1,791,600)</td>
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</table>

### Commercial Paper Program Activity

<table>
<thead>
<tr>
<th>PROGRAM &amp; RECIPIENT</th>
<th>Commercial Paper Disbursements</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY to Date</td>
</tr>
<tr>
<td>City of National City</td>
<td>$0</td>
</tr>
<tr>
<td>City of Santee</td>
<td>$0</td>
</tr>
<tr>
<td>NCTD</td>
<td>$0</td>
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<tr>
<td>City of La Mesa</td>
<td>$0</td>
</tr>
<tr>
<td>City of Del Mar</td>
<td>$0</td>
</tr>
<tr>
<td>Major Corridor Capital Projects</td>
<td>$0</td>
</tr>
<tr>
<td>Major Corridor Project EMP</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total CP Disbursements</strong></td>
<td>$0</td>
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</table>

### Other Activity

<table>
<thead>
<tr>
<th>PROGRAM &amp; RECIPIENT</th>
<th>Sales Tax Revenue Transfers for EMP Debt Service Payments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Prior Years</td>
</tr>
<tr>
<td>Major Corridor Capital Projects</td>
<td>$(16,868,725)</td>
</tr>
<tr>
<td>Major Corridor Project EMP</td>
<td>$16,868,725</td>
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<tr>
<td><strong>Total Other Activity</strong></td>
<td>$0</td>
</tr>
</tbody>
</table>

---

¹ Other income includes intergovernmental transfers, interest income, and other miscellaneous income.
² Program disbursements include transfers to local governments and transit services.
³ Debt service includes payments for outstanding debt.

---

FISCAL YEAR: FY 2017 QUARTER: 4

04/01/17 - 06/30/17
## 2008 ABCD Sales Tax Revenue Bond Activity - $600,000,000

<table>
<thead>
<tr>
<th>PROGRAM &amp; RECIPIENT</th>
<th>Bond Proceeds Disbursements 4</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Prior Years</td>
</tr>
<tr>
<td>San Diego County</td>
<td>$16,893,500</td>
</tr>
<tr>
<td>Major Corridor Capital Projects</td>
<td>$392,721,119</td>
</tr>
<tr>
<td>Major Corridor Project EMP</td>
<td>$45,517,182</td>
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<tr>
<td><strong>Total 2008 Bond Disbursement</strong></td>
<td><strong>$455,131,801</strong></td>
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</table>

## 2010 A Sales Tax Revenue Bond Activity - $338,960,000

<table>
<thead>
<tr>
<th>PROGRAM &amp; RECIPIENT</th>
<th>Bond Proceeds Disbursements 5</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Prior Years</td>
</tr>
<tr>
<td>City of San Marcos</td>
<td>$15,253,815</td>
</tr>
<tr>
<td>City of Solana Beach</td>
<td>$5,515,065</td>
</tr>
<tr>
<td>Major Corridor Capital Projects</td>
<td>$276,292,690</td>
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<tr>
<td>Major Corridor Project EMP</td>
<td>$43,419,140</td>
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<tr>
<td><strong>Total 2010 A Bond Disbursement</strong></td>
<td><strong>$340,480,710</strong></td>
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</table>

## 2010 B Sales Tax Revenue Bond Activity - $11,040,000

<table>
<thead>
<tr>
<th>PROGRAM &amp; RECIPIENT</th>
<th>Bond Proceeds Disbursements 5</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Prior Years</td>
</tr>
<tr>
<td>City of National City</td>
<td>$3,383,956</td>
</tr>
<tr>
<td>City of San Marcos</td>
<td>$8,519,844</td>
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<tr>
<td><strong>Total 2010 B Bond Disbursement</strong></td>
<td><strong>$11,903,800</strong></td>
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</table>

## 2012 A Sales Tax Revenue Bond Activity - $420,585,000

<table>
<thead>
<tr>
<th>PROGRAM &amp; RECIPIENT</th>
<th>Bond Proceeds Disbursements 4, 5, 6</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Prior Years</td>
</tr>
<tr>
<td>San Diego County</td>
<td>$6,032,360</td>
</tr>
<tr>
<td>Major Corridor Capital Projects</td>
<td>$428,890,327</td>
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<tr>
<td>Major Corridor Project EMP</td>
<td>$42,366,080</td>
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<td><strong>Total 2012 A Bond</strong></td>
<td><strong>$477,288,767</strong></td>
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## 2010 B Sales Tax Revenue Bond Activity - $11,040,000

<table>
<thead>
<tr>
<th>PROGRAM &amp; RECIPIENT</th>
<th>Bond Proceeds Disbursements 5</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Prior Years</td>
</tr>
<tr>
<td>City of National City</td>
<td>$3,383,956</td>
</tr>
<tr>
<td>City of San Marcos</td>
<td>$8,519,844</td>
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<tr>
<td><strong>Total 2010 B Bond Disbursement</strong></td>
<td><strong>$11,903,800</strong></td>
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</table>

## 2014 A Sales Tax Revenue Bond Activity - $350,000,000

<table>
<thead>
<tr>
<th>PROGRAM &amp; RECIPIENT</th>
<th>Bond Proceeds Disbursements 6</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Prior Years</td>
</tr>
<tr>
<td>City of Del Mar</td>
<td>$2,717,864</td>
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<tr>
<td>City of San Marcos</td>
<td>$1,202,714</td>
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<tr>
<td>City of San Marcos</td>
<td>$2,972,209</td>
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<tr>
<td>Major Corridor Capital Projects</td>
<td>$334,784,800</td>
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<tr>
<td>Major Corridor Project EMP</td>
<td>$52,233,981</td>
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<td><strong>Total 2014 A Bond Disbursement</strong></td>
<td><strong>$402,911,568</strong></td>
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</table>

## 2016 A Sales Tax Revenue Bond Activity - $325,000,000

<table>
<thead>
<tr>
<th>PROGRAM &amp; RECIPIENT</th>
<th>Bond Proceeds Disbursements 6</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Prior Years</td>
</tr>
<tr>
<td>Major Corridor Capital Projects</td>
<td>$0</td>
</tr>
<tr>
<td>Major Corridor Project EMP</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total 2016 A Bond Disbursement</strong></td>
<td>$0</td>
</tr>
</tbody>
</table>

## Footnotes

1. Other income includes interest revenue, transfers from TransNet I, other non-sales tax revenue, and the one-time swap of Major Corridor Sales Tax Revenue (to LSI Cities and County) for ARRA funds.
2. Program Disbursements include payments to TransNet recipient agencies and program costs, including payments made for Early Action Projects in prior years, and return of funds.
3. Debt Service includes principal and interest payments, including debt payments beginning in March 2008 upon issuance of the 2008 ABCD Sales Tax Revenue Bonds, and other debt service costs net of interest earnings.
4. 2008 Bond Proceeds have been fully disbursed, net of Reserve Requirement of $17.1 million. The Program to Date total includes interest earnings. The 2008 Bonds were partially defeased with the issuance of the 2012 Bonds on June 14, 2012, thereby reducing the 2008 Bond Proceed Disbursement.
5. 2010 and 2012 Bond Proceeds have been fully disbursed and the Program to Date includes interest earnings.
6. The 2012 Bond total includes a premium of $55.8 million, the 2014 Bond total includes a premium of $55.3 million, and the 2016 Bond total includes a premium of $78.8 million.
## Transit Projects

### Project Information

<table>
<thead>
<tr>
<th>Project No.</th>
<th>CIP/MPO ID</th>
<th>Description/Limits</th>
<th>Phase</th>
<th>Est. Phase Completion Date</th>
<th>Approved Budget ($1,000's)</th>
<th>Cost at Completion ($1,000's)</th>
<th>Est. Open to Public Date</th>
<th>On Schedule?</th>
<th>TransNet Funded?</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1201507/ SAN26C</td>
<td>SR-15 Rapid Mid-City Centerline Stations</td>
<td>Construction</td>
<td>Dec-17</td>
<td>$61,349</td>
<td>$61,349</td>
<td>2017</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>2</td>
<td>1201514/ SAN129</td>
<td>Downtown BRT Multiuse and Bus Stopover Facility</td>
<td>Design</td>
<td>Oct-18</td>
<td>$45,975</td>
<td>TBD</td>
<td>TBD</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>3</td>
<td>1280504/ SAN47</td>
<td>South Bay Rapid Construction Otay Mesa to Downtown Bus Rapid Transit Guideway</td>
<td>Construction</td>
<td>Mar-19</td>
<td>$119,494</td>
<td>$120,000</td>
<td>2019</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>4</td>
<td>1280513/ SAN224</td>
<td>I-805/SR 94 Bus on Shoulder Demonstration</td>
<td>Open to Users</td>
<td>Jan-19</td>
<td>$30,900</td>
<td>$30,900</td>
<td>2019</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>5</td>
<td>1049600/ SAN52</td>
<td>East County Bus Maintenance Facility Maintenance and Operation Facility</td>
<td>Complete</td>
<td>Complete</td>
<td>$44,957</td>
<td>$44,957</td>
<td>2017</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>6*</td>
<td>1257001/ SAN23</td>
<td>Mid-Coast Light Rail Transit (LRT) Old Town to University Towne Centre North Coast Corridor</td>
<td>Construction</td>
<td>Sep-21</td>
<td>$2,171,000</td>
<td>$2,171,000</td>
<td>2021</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>7</td>
<td>1145300/ SAN199</td>
<td>Rose Canyon 3 Bridge Replacements</td>
<td>Draft Environmental</td>
<td>Sep-19</td>
<td>$77</td>
<td>$14,500</td>
<td>TBD</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>8</td>
<td>1145000/ SAN163</td>
<td>Los Peñasquitos Lagoon 4 Bridge Replacements</td>
<td>Construction</td>
<td>Nov-17</td>
<td>$45,183</td>
<td>$49,796</td>
<td>2017</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>9</td>
<td>1145400/ SAN200</td>
<td>San Onofre 3 Bridge Replacements</td>
<td>Draft Environmental</td>
<td>Sep-19</td>
<td>$62</td>
<td>$13,641</td>
<td>TBD</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

### Current Status

- **Project changes from previous report are in bold**
## Transit Projects

### Project Information

<table>
<thead>
<tr>
<th>Project No.</th>
<th>CIP/ MPO ID</th>
<th>Description/Limits</th>
<th>Phase</th>
<th>Est. Phase completion Date</th>
<th>Approved Budget ($1,000's)</th>
<th>Cost at Completion ($1,000's)</th>
<th>Est. Open to Public Date</th>
<th>On Schedule?</th>
<th>TransNet Funded?</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>1239803/ SAN116</td>
<td>Oceanside Station Stub Tracks and Crossover</td>
<td>Construction</td>
<td>Dec-17</td>
<td>$27,428</td>
<td>$27,428</td>
<td>2017</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>11</td>
<td>1239805/ SAN117</td>
<td>Poinsettia Station Improvements</td>
<td>Advertise</td>
<td>Sep-17</td>
<td>$28,748</td>
<td>$28,748</td>
<td>2020</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>12</td>
<td>1239806/ SAN73</td>
<td>San Elijo Lagoon Double Tracking</td>
<td>Construction</td>
<td>Oct-19</td>
<td>$72,849</td>
<td>$72,849</td>
<td>2019</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>13</td>
<td>1239809/ SAN64</td>
<td>Eastbrook to Shell Double Tracking</td>
<td>Design</td>
<td>Jan-18</td>
<td>$6,920</td>
<td>$69,842</td>
<td>TBD</td>
<td>TBD</td>
<td>Yes</td>
</tr>
<tr>
<td>14</td>
<td>1239810/ SAN130</td>
<td>Carlsbad Village Double Tracking</td>
<td>Final Environmental</td>
<td>Sep-18</td>
<td>$4,480</td>
<td>$59,787</td>
<td>TBD</td>
<td>TBD</td>
<td>Yes</td>
</tr>
<tr>
<td>15</td>
<td>1239811/ SAN132</td>
<td>Elvira to Morena Double Tracking</td>
<td>Construction</td>
<td>Jul-20</td>
<td>$192,521</td>
<td>$192,521</td>
<td>2020</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>16</td>
<td>1239812/ SAN29</td>
<td>Sorrento-Miramar Curve Realignment &amp; 2nd Track - Phase II</td>
<td>Final Environmental</td>
<td>Dec-17</td>
<td>$11,000</td>
<td>$98,071</td>
<td>TBD</td>
<td>TBD</td>
<td>Yes</td>
</tr>
<tr>
<td>17</td>
<td>1239815/ SAN182</td>
<td>San Diego River Bridge Double Track and New Bridge</td>
<td>Construction</td>
<td>Sep-19</td>
<td>$93,866</td>
<td>$93,866</td>
<td>2019</td>
<td>Yes</td>
<td>Yes</td>
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</tbody>
</table>

*Project changes from previous report are in bold*

**September 2017**
## Transit Projects

<table>
<thead>
<tr>
<th>Project Information</th>
<th>Current Status</th>
<th>Total Project</th>
</tr>
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<tbody>
<tr>
<td><strong>North Coast Corridor</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Project No.</strong></td>
<td><strong>CIP/MPO ID</strong></td>
<td><strong>Description/Limits</strong></td>
</tr>
<tr>
<td>18</td>
<td>1239816/ SAN183</td>
<td>Batiquitos Lagoon</td>
</tr>
<tr>
<td>19</td>
<td>1239817/ SAN73A</td>
<td>Chesterfield Drive Crossing Improvements</td>
</tr>
</tbody>
</table>

*Project funding includes eligible finance costs associated with project*

| Total for Transit Projects | $3,015,888 | $3,208,334 |
Major Transit Projects
April – June 2017

- Project Under Development
- Project Under Construction

1. SR15 BRT Mid-City Centerline Stations
2. Downtown Multiuse and Bus Stopover Facility
3. South Bay Rapid
4. I-805/SR 94 Bus on Shoulder Demonstration
5. East County Bus Maintenance Facility
6. Mid-Coast LRT Old Town – UTC
7. Rose Canyon Bridge Replacements
8. Los Peñasquitos Lagoon Bridge Replacement
9. San Onofre Bridge Replacements
10. Oceanside Station Pass-Through Track
11. Poinsettia Station Improvements
12. San Elijo Lagoon Double Track
13. Eastbrook to Shell Double Track
14. Carlsbad Village Double Track
15. Elvira to Morena Double Track
16. Sorrento Miramar – Curve Realignment and Double Track – Phase II
17. San Diego River Bridge Rail Improvements
18. Batiquitos Lagoon Double Track
19. Chesterfield Drive Crossing Improvements

Project number refers to Project ID in Attachment 2
<table>
<thead>
<tr>
<th>Project No.</th>
<th>CIP/MPO ID</th>
<th>Description/Limits</th>
<th>Current Status</th>
<th>Total Project</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Phase</td>
<td>Cost &amp; Budget</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>Est. Phase Completion Date</td>
<td>Approved Budget ($1,000’s)</td>
</tr>
<tr>
<td>30</td>
<td>1223016/ SAN155</td>
<td>Coastal Rail Trail</td>
<td>Construction</td>
<td>Mar-19</td>
</tr>
<tr>
<td>31</td>
<td>1223017/ SAN156</td>
<td>Coastal Rail Trail South of SR 52 to Mission Bay</td>
<td>Advertise</td>
<td>Feb-18</td>
</tr>
<tr>
<td>32</td>
<td>1223018/ SAN207</td>
<td>Coastal Rail Trail Encinitas – E St to Chesterfield Dr.</td>
<td>Draft</td>
<td>Mar-18</td>
</tr>
<tr>
<td>33*</td>
<td>1223023/ SAN153</td>
<td>Inland Rail Trail - Phases 2 &amp; 3</td>
<td>Construction</td>
<td>Jun-20</td>
</tr>
<tr>
<td>34**</td>
<td>1143700/ SAN144</td>
<td>Bayshore Bikeway - Segments 4B &amp; 5 Vesta Street to National City Marina</td>
<td>Construction</td>
<td>Nov-17</td>
</tr>
<tr>
<td>35</td>
<td>1129900/ SAN154</td>
<td>Bayshore Bikeway - Segment 8B Main St. to Palomar</td>
<td>Design</td>
<td>Jul-18</td>
</tr>
<tr>
<td>36</td>
<td>1223055/ SAN195</td>
<td>Bayshore Bikeway Barrio Logan</td>
<td>Design</td>
<td>Mar-19</td>
</tr>
<tr>
<td>37</td>
<td>1223020/ SAN158</td>
<td>North Park/Mid-City Bikeways: Robinson Bikeway</td>
<td>Design</td>
<td>Jul-18</td>
</tr>
<tr>
<td>38</td>
<td>1223022/ SAN160</td>
<td>Uptown Bikeways: Fourth and Fifth Avenue Bikeways</td>
<td>Design</td>
<td>May-18</td>
</tr>
<tr>
<td>39</td>
<td>1223014/ CAL330</td>
<td>SR 15 Commuter Bike Facility Camino del Rio South to Adams Ave</td>
<td>Complete</td>
<td>Complete</td>
</tr>
<tr>
<td>40</td>
<td>1223054/ SAN204</td>
<td>Central Avenue Bikeway Adams Ave to Landis Street</td>
<td>Final</td>
<td>Dec-17</td>
</tr>
</tbody>
</table>

*Project changes from previous report are in bold*
## Active Transportation Projects

<table>
<thead>
<tr>
<th>Project No.</th>
<th>CIP/MPO ID</th>
<th>Description/Limits</th>
<th>Phase</th>
<th>Est. Phase Completion Date</th>
<th>Approved Budget ($1,000's)</th>
<th>Cost at Completion ($1,000's)</th>
<th>Est. Open to Public Date</th>
<th>On Schedule?</th>
<th>TransNet Funded?</th>
</tr>
</thead>
<tbody>
<tr>
<td>41</td>
<td>1223052/</td>
<td>San Diego River Trail Advertise</td>
<td>Mar-18</td>
<td>$2,286</td>
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<td>2019</td>
<td>Yes</td>
<td>Yes</td>
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<tr>
<td></td>
<td>SAN197</td>
<td>Qualcomm Stadium</td>
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<td></td>
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<tr>
<td>42</td>
<td>1223053/</td>
<td>San Diego River Trail Design</td>
<td>Aug-19</td>
<td>$1,582</td>
<td>$10,228</td>
<td>TBD</td>
<td>TBD</td>
<td>Yes</td>
<td></td>
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<tr>
<td></td>
<td>SAN198</td>
<td>Carlton Oaks Segment</td>
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</tr>
<tr>
<td>43</td>
<td>1223056/</td>
<td>Border to Bayshore Bikeway Final Environmental</td>
<td>Feb-18</td>
<td>$12,216</td>
<td>$12,216</td>
<td>2020</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SAN203</td>
<td>Along Palm Ave</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>1223057/</td>
<td>Pershing Bikeway Design</td>
<td>Jul-18</td>
<td>$12,314</td>
<td>$12,314</td>
<td>2020</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SAN205</td>
<td>Landis Street to C Street</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>45</td>
<td>1223058/</td>
<td>Downtown Bikeway Final Environmental</td>
<td>Dec-17</td>
<td>$13,488</td>
<td>$13,488</td>
<td>2021</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SAN206</td>
<td>Imperial Ave from 47th St to Park Blvd</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>1223078/</td>
<td>North Park/Mid-City Bikeways: Design</td>
<td>Jul-18</td>
<td>$4,639</td>
<td>$4,639</td>
<td>2019</td>
<td>Yes</td>
<td>Yes</td>
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<tr>
<td></td>
<td>SAN229</td>
<td>Landis Bikeway</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>1223079/</td>
<td>North Park/Mid-City Bikeways: Final Environmental</td>
<td>Sep-17</td>
<td>$1,736</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>Yes</td>
<td></td>
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<tr>
<td></td>
<td>SAN230</td>
<td>Howard-Orange Bikeway</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>48</td>
<td>1223080/</td>
<td>North Park/Mid-City Bikeways: Final Environmental</td>
<td>Dec-17</td>
<td>$529</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>Yes</td>
<td></td>
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<tr>
<td></td>
<td>SAN238</td>
<td>Monroe Bikeway</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>49</td>
<td>1223081/</td>
<td>North Park/Mid-City Bikeways: Final Environmental</td>
<td>Dec-17</td>
<td>$1,076</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>Yes</td>
<td></td>
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<tr>
<td></td>
<td>SAN232</td>
<td>University Bikeway</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>1223082/</td>
<td>North Park/Mid-City Bikeways: Design</td>
<td>Jun-18</td>
<td>$8,718</td>
<td>$8,718</td>
<td>2019</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
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<tr>
<td></td>
<td>SAN233</td>
<td>Georgia-Meade Bikeway</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>51</td>
<td>1223083/</td>
<td>Uptown Bikeways: Design</td>
<td>Apr-19</td>
<td>$5,795</td>
<td>$5,795</td>
<td>2020</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
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<tr>
<td></td>
<td>SAN234</td>
<td>Eastern Hillcrest Bikeways</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>52</td>
<td>1223084/</td>
<td>Uptown Bikeways: Design</td>
<td>May-20</td>
<td>$1,220</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SAN235</td>
<td>Washington Street and Mission Valley Bikeways</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Project changes from previous report are in bold

September 2017
# Active Transportation Projects

<table>
<thead>
<tr>
<th>Project No.</th>
<th>CIP/MPO ID</th>
<th>Description/Limits</th>
<th>Phase</th>
<th>Est. Phase Completion Date</th>
<th>Cost at Completion ($1,000's)</th>
<th>TBD</th>
<th>TBD</th>
<th>TBD</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>53</td>
<td>1223085/ SAN236</td>
<td>Uptown Bikeways: Mission Hills and Old Town Bikeways</td>
<td>Design</td>
<td>May-20</td>
<td>$358</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>Yes</td>
</tr>
<tr>
<td>54</td>
<td>1223086/ SAN237</td>
<td>Uptown Bikeways: Park Boulevard Bikeway</td>
<td>Final Environmental</td>
<td>Jul-18</td>
<td>$568</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>Yes</td>
</tr>
</tbody>
</table>

**Total for Active Transportation Projects**

- Approved Budget: $204,958
- Cost to Complete: $227,949

*Project funding shown in Segment 1 is a combination of Segments 1-4 as shown in CIP 1223023
**Project funding shown in Segment 4 is combination of both Segments 4 and 5 as shown in CIP 1143700

Project changes from previous report are in bold
### Express/HOV Lanes and Direct Access Ramp (DAR) Projects

<table>
<thead>
<tr>
<th>Project No.</th>
<th>CIP/MPO ID</th>
<th>Description/Limits</th>
<th>Phase</th>
<th>Est. Phase Completion Date</th>
<th>Cost at Completion ($1,000's)</th>
<th>Est. Open to Public Date</th>
<th>On Schedule?</th>
<th>TransNet Funded?</th>
</tr>
</thead>
<tbody>
<tr>
<td>60</td>
<td>1200504/</td>
<td>I-5 North Coast Corridor</td>
<td>Construction</td>
<td>Mar-21</td>
<td>$474,800</td>
<td>$859,700</td>
<td>2021</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>CAL09</td>
<td>Manchester Avenue to SR 78</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2 HOV Lanes/Noise Barriers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>61</td>
<td>1200507/</td>
<td>I-5/Voigt</td>
<td>Design</td>
<td>TBD</td>
<td>$11,750</td>
<td>TBD</td>
<td>TBD</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>CAL369</td>
<td>La Jolla Village Drive and Genessee Avenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>62</td>
<td>1200508/</td>
<td>I-5/Gilman Drive Bridge</td>
<td>Construction</td>
<td>Feb-19</td>
<td>$20,607</td>
<td>$20,607</td>
<td>2019</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>CAL399</td>
<td>Gilman Drive to Medical Center Drive</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>63</td>
<td>1280508/</td>
<td>SR 94 Express Lanes</td>
<td>Draft/Environmental</td>
<td>Dec-20</td>
<td>$22,600</td>
<td>TBD</td>
<td>TBD</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>CAL67</td>
<td>I-5 to I-805</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2 HOV Lanes &amp; Connectors at SR 94/I-805</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total for HOV/DAR Projects**

<table>
<thead>
<tr>
<th>Approved Budget ($1,000's)</th>
<th>Cost at Completion ($1,000's)</th>
<th>Est. Open to Public Date</th>
<th>On Schedule?</th>
<th>TransNet Funded?</th>
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</thead>
<tbody>
<tr>
<td>$529,757</td>
<td>$871,607</td>
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</tr>
</tbody>
</table>

Project changes from previous report are in bold
Major Express/ HOV Lanes and Direct Access Ramp (DAR) Projects
April - June 2017

- Project Under Development
- Project Under Construction

MILES
0 1 2 3 4 5 6
KILOMETERS

Map Area
San Diego Region

San Diego Region Map Area
Attachment 7
<table>
<thead>
<tr>
<th>Project No.</th>
<th>CIP/ MPO ID</th>
<th>Description/Limits</th>
<th>Current Status</th>
<th>Cost and Budget</th>
<th>Total Project</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Phase</td>
<td>Est. Phase Completion Date</td>
<td>Approved Budget ($1,000's)</td>
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<tr>
<td>70</td>
<td>1200506/ CAL75</td>
<td>North Coast Corridor I-5/Genesee Avenue Interchange Construction Feb-18</td>
<td>$116,400</td>
<td>$116,400</td>
<td>2018</td>
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<tr>
<td>71</td>
<td>1200503/ CAL114</td>
<td>I-5/ SR 56 Interchange Design Dec-19</td>
<td>$18,963</td>
<td>$18,963</td>
<td>TBD</td>
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<tr>
<td>72</td>
<td>CAL71</td>
<td>I-5/ SR 78 Connectors Draft Jul-25</td>
<td>$5,000</td>
<td>$250,000</td>
<td>TBD</td>
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<tr>
<td>73</td>
<td>1201101/ V11</td>
<td>SR 11 4-Lane Freeway and East Design Jun-18</td>
<td>$124,000</td>
<td>$240,000</td>
<td>TBD</td>
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<tr>
<td></td>
<td></td>
<td>Otay Mesa Border Crossing (Phase II)</td>
<td>Environmental</td>
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<tr>
<td></td>
<td></td>
<td>Enrico Fermi to Port of Entry Freeway Access to New Border Crossing</td>
<td></td>
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<tr>
<td>74*</td>
<td>1207606/ CAL29B</td>
<td>SR 76 East Widening (Phase 2)* Complete Complete</td>
<td>$201,664</td>
<td>$201,664</td>
<td>2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td>South Mission Road to Old Highway 395</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>75</td>
<td>1390505/ CAL325A</td>
<td>SR 905/125/11 Connectors (Southbound) Advertise Nov-17</td>
<td>$68,947</td>
<td>$68,947</td>
<td>2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Southbound SR 125 to Eastbound SR 905 Southbound SR 125 to Eastbound SR 11</td>
<td></td>
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</tr>
</tbody>
</table>

*Budget/Funding amount inclusive of Phases 1 and 2 as shown in CIP 1207606*
Major Highway Projects
April - June 2017

- Project Under Development
- Project Under Construction
- Project Completed

- SR 76 Highway Widening East (Complete)
- I-5/SR 78 Connectors
- I-5/Genesee Avenue Interchange Widening/Improvements
- I-5/SR 56 New Connectors
- SR 905/SR 125/SR 11 New Connectors (Southbound)
- SR 11 (Phase II) New Freeway

MILES KILOMETERS
assists by patrol beat

1 2,207
2 2,108
3 2,000
4 1,962
5 2,080
6 2,191
7 1,837
8 1,980
9 1,876
10 1,608
11 1,608
12 1,925
13 821
14 650

freeway service patrol assists
april - june 2017

miles
kilometers

sandag
REPORT ON MEETINGS AND EVENTS ATTENDED ON BEHALF OF SANDAG

Since the last Board of Directors meeting, Board members participated in the following meetings and events on behalf of SANDAG. Key topics of discussion also are summarized.

**August 21, 2017, California Senate Appropriations Committee Hearing Sacramento, CA**

Vice Chair Terry Sinnott attended the Senate Appropriations Committee hearing to testify in opposition to Assembly Bill 805 (AB 805) (Gonzalez Fletcher) as the SANDAG representative. AB 805 would make various changes to state law that would impact the governance, powers, privileges, and duties of SANDAG. The bill was continued to the August 28, 2017, hearing.

**August 28, 2017, California Senate Appropriations Committee Hearing Sacramento, CA**

Vice Chair Sinnott attended the Senate Appropriations Committee hearing to testify in opposition to AB 805 as the SANDAG representative. The bill was placed on the Suspense File.

**August 29-30, 2017 All California Defense Summit Sacramento, CA**

Port of San Diego Commissioner Garry Bonelli, Chair of the SANDAG Military Working Group, attended the All California Defense Summit as the SANDAG representative. Commissioner Bonelli participated in sessions on developing civilian military partnerships, understanding the evolving defense industry and the economic impacts to the southern California region, veterans’ assistance programs in the state, and how military infrastructure challenges impact both the civilian and military populations and economy.

KIM KAWADA
Chief Deputy Executive Director

Key Staff Contact: Victoria Stackwick, (619) 699-6926, victoria.stackwick@sandag.org
REPORT SUMMARIZING DELEGATED ACTIONS
TAKEN BY THE EXECUTIVE DIRECTOR

File Number 8000100

Introduction

Various Board Policies require the Executive Director to report certain actions to the Board of Directors on a monthly basis or upon taking specified actions.

Discussion

Board Policy No. 003

Board Policy No. 003: Investment Policy, states that a monthly report of all investment transactions shall be submitted to the Board of Directors. Attachment 1 contains the reportable investment transactions for June and July 2017.

Board Policy No. 008

Section 6 of Board Policy No. 008: Legal Matters, authorizes the Office of General Counsel or outside counsel to file documents and make appearances on behalf of SANDAG in court proceedings. The following documents and appearances were made on behalf of SANDAG:

2050 Regional Transportation Plan Environmental Impact Report litigation:

- On September 8, 2017, Cox, Castle and Nicholson, LLP filed, on behalf of SANDAG, Respondents’ Supplemental Brief After Remand from the Supreme Court, in the matter of Cleveland National Forest Foundation et al. v. SANDAG (Court of Appeals Case No. 37-2011-00101593-CU-TT-CTL).

Mid-Coast Corridor Transit Project:

- On July 17, 2017, Nossaman filed, on behalf of SANDAG, a Disclaimer of Interest of Quicken Loans, Inc., in the matter of SANDAG v. Colony La Paz Condominium Association (Superior Court Case No. 2016-00030407).

- On July 19, 2017, Nossaman filed, on behalf of SANDAG, a Disclaimer of Interest of Amerisave Mortgage Corporation, in the matter of SANDAG v. Colony La Paz Condominium Association (Superior Court Case No. 2016-00030407).

- On July 19, 2017, Nossaman filed, on behalf of SANDAG, a Declaration of Due Diligence with Return Service of Carole Ann Morgan (DOE 85) in the matter of SANDAG v. Colony La Paz Condominium Association (Superior Court Case No. 2016-00030407).
- On July 25, 2017, Nossaman filed, on behalf of SANDAG, Proof of Service of Summons forms in the matter of SANDAG v. Colony La Paz Condominium Association (Superior Court Case No. 2016-00030407).

- On July 26, 2017, Nossaman filed, on behalf of SANDAG, Stipulations and [Proposed] Orders to Set Aside Default forms in the matter of SANDAG v. Colony La Paz Condominium Association (Superior Court Case No. 2016-00030407).

- On July 26, 2017, Nossaman filed, on behalf of SANDAG, a Stipulation to Amend Defendants’ Answer to Complaint in the matter of SANDAG v. Colony La Paz Condominium Association (Superior Court Case No. 2016-00030407).

- On July 27, 2017, Nossaman filed, on behalf of SANDAG, an Updated Case Management Statement in the matter of SANDAG v. Colony La Paz Condominium Association (Superior Court Case No. 2016-00030407).

- On August 1, 2017, Nossaman submitted, on behalf of SANDAG, the Prepared Rebuttal Testimony of John W. Haggerty and the Prepared Rebuttal Testimony of David P. Bagley in the Application of SANDAG for authorization of certain grade separated rail crossings (California Public Utilities Commission Application No. 17-01-005 et al.).

- On August 1, 2017, Nossaman filed, on behalf of SANDAG, a Stipulation and [Proposed] Order to Continue Trial in the matter of SANDAG v. Good Samaritan Episcopal Church, et al. (Superior Court Case No. 2016-00018128).

- On August 2, 2017, Nossaman filed, on behalf of SANDAG, a Notice of Continuance of Trial in the matter of SANDAG v. Edward C. Malone (Superior Court Case No. 2016-00025263).


- On August 4, 2017, Best Best & Krieger appeared, on behalf of SANDAG, at a Motion for Prejudgment Possession hearing in the matter of SANDAG v. Dan Floit, Toys “R” Us (Superior Court Case No. 2017-00005568).

- On August 11, 2017, Nossaman appeared, on behalf of SANDAG, at the Case Management Conference in the matter of SANDAG v. Colony La Paz Condominium Association (Superior Court Case No. 2016-00030407).

- On August 14, 2017, Nossaman appeared, on behalf of SANDAG, at the evidentiary hearing held by the California Public Utilities Commission in San Diego, in the Application of SANDAG for authorization of certain grade separated rail crossings (California Public Utilities Commission Application No. 17-01-005 et al.).

- On August 17, 2018, Best Best & Krieger filed, on behalf of SANDAG, a Stipulation to Continue Trial and Related Dates in the matter of SANDAG v. Navarra Morena Properties, LLC, et al. (Superior Court Case No. 2016-00018198).

- On August 23, 2017, Nossaman filed, on behalf of SANDAG, a Case Management Statement in the matter of SANDAG v. PS Rose Canyon LLC, et al. (Superior Court Case No. 2016-00013887).
• On August 24, 2017, Nossaman filed, on behalf of SANDAG, a Request for Entry of Default of Defendant Point Loma Credit Union, in the matter of SANDAG v. Colony La Paz Condominium Association (Superior Court Case No. 2016-00030407).

• On August 24, 2017, Best Best & Krieger filed, on behalf of SANDAG, a Case Management Statement in the matter of SANDAG v. Gateway Center (Superior Court Case No. 2016-00018096).

**Board Policy No. 017**

Board Policy No. 017: Delegation of Authority, authorizes the Executive Director to take specified actions and requires those actions to be reported to the Board of Directors at the next regular meeting.

Section 4.1 of the Policy authorizes the Executive Director to enter into agreements currently not incorporated in the budget and to make other modifications to the budget in an amount of up to $100,000 per transaction, so long as the overall budget remains in balance. Attachment 2 contains the action for August 2017.

Section 4.3 authorizes the Executive Director to execute all right-of-way property transfer documents, including rights of entry, licenses, leases, deeds, easements, escrow instructions, and certificates of acceptance. The list below reflects the approved documents for this reporting period.

- **Bayshore Bikeway 8B Main Street to Palomar Project, Capital Improvement Program (CIP) Project No. 1129900**

<table>
<thead>
<tr>
<th>No.</th>
<th>Address</th>
<th>Nature of Activity (4.3)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>No street address (location is southwest of Bay Boulevard and Ada Street, Chula Vista)</td>
<td>Temporary Right of Entry Agreement</td>
<td>8/31/17</td>
</tr>
</tbody>
</table>

- **Elvira to Morena Double Track Project, CIP Project No. 1239811**

<table>
<thead>
<tr>
<th>No.</th>
<th>Address</th>
<th>Nature of Activity (4.3)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>5111 Santa Fe Street, San Diego, CA 92109; La Jolla Business Center, LLC</td>
<td>Maintenance Easement; Temporary Construction Easements; Temporary Access Easements; Estimated Combine Statement; Escrow Instructions</td>
<td>8/14/17</td>
</tr>
</tbody>
</table>

Section 4.4 authorizes the Executive Director to establish an offer of just compensation for the purchase of real property based upon specified conditions. Consistent with Board Policy, the following offers were made.

- **Mid-Coast Corridor Transit Project, CIP Project No. 1257001**

<table>
<thead>
<tr>
<th>No.</th>
<th>Address</th>
<th>Nature of Activity (4.4)</th>
<th>Appraisal Amount</th>
<th>Offer Date &amp; Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>8657 Villa La Jolla Drive, La Jolla, CA 92037; 8650 Villa La Jolla, Inc.</td>
<td>Offer of Just Compensation</td>
<td>$13,890,000</td>
<td>7/7/17, $13,890,000</td>
</tr>
</tbody>
</table>
### Coastal Rail Trail Rose Creek Bikeway, CIP Project No. 1223016

<table>
<thead>
<tr>
<th>No.</th>
<th>Address</th>
<th>Nature of Activity (4.4)</th>
<th>Appraisal Amount</th>
<th>Offer Date &amp; Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>5111 Santa Fe Street, San Diego, CA 92109; La Jolla Business Center, LLC</td>
<td>Offer of Just Compensation</td>
<td>$33,000</td>
<td>7/31/17, $33,000</td>
</tr>
<tr>
<td>2.</td>
<td>5959 Santa Fe Street, San Diego, California 92109; Anheuser-Busch/San Diego Wholesaler Development Corp.</td>
<td>Offer of Just Compensation</td>
<td>$2,600</td>
<td>7/31/17, $2,600</td>
</tr>
<tr>
<td>3.</td>
<td>5555 Santa Fe Street, San Diego, California 92109; Santa Fe Street Associates</td>
<td>Offer of Just Compensation</td>
<td>$14,600</td>
<td>7/31/17, $14,600</td>
</tr>
<tr>
<td>4.</td>
<td>5060 through 5080 Santa Fe Street, San Diego, California 92109; Inland Industries Group, LP</td>
<td>Offer of Just Compensation</td>
<td>$130,000</td>
<td>8/9/17, $130,000</td>
</tr>
</tbody>
</table>

### Elvira to Morena Double Track Project, CIP Project Nos. 1239811 and 1257001

<table>
<thead>
<tr>
<th>No.</th>
<th>Address</th>
<th>Nature of Activity (4.4)</th>
<th>Appraisal Amount</th>
<th>Offer Date &amp; Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>5111 Santa Fe Street, San Diego, CA 92109; La Jolla Business Center, LLC</td>
<td>Administrative Review of Appraisal; Offer to Purchase Real Property</td>
<td>$33,000</td>
<td>7/31/17, $33,000</td>
</tr>
<tr>
<td>2.</td>
<td>5959 Santa Fe Street, San Diego, California 92109; Anheuser-Busch/San Diego Wholesaler Development Corp.</td>
<td>Administrative Review of Appraisal; Offer to Purchase Real Property</td>
<td>$2,600</td>
<td>7/31/17, $2,600</td>
</tr>
<tr>
<td>3.</td>
<td>5555 Santa Fe Street, San Diego, California 92109; Santa Fe Street Associates</td>
<td>Administrative Review of Appraisal; Offer to Purchase Real Property</td>
<td>$14,600</td>
<td>7/31/17, $14,600</td>
</tr>
</tbody>
</table>

### Downtown Stopover and Multiuse Facility, CIP Project No. 1201514

<table>
<thead>
<tr>
<th>No.</th>
<th>Address</th>
<th>Nature of Activity (4.4)</th>
<th>Appraisal Amount</th>
<th>Offer Date &amp; Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>1263 State Street, San Diego, CA 92101-6135; GLP Properties</td>
<td>Offer of Just Compensation</td>
<td>$3,000,000</td>
<td>7/3/17, $3,000,000</td>
</tr>
<tr>
<td>2.</td>
<td>1241 State Street, San Diego, CA 92101-7923; 1241 State Street LLC</td>
<td>Offer of Just Compensation</td>
<td>$3,000,000</td>
<td>7/3/17, $3,000,000</td>
</tr>
<tr>
<td>No.</td>
<td>Address</td>
<td>Nature of Activity (4.4)</td>
<td>Appraisal Amount</td>
<td>Offer Date &amp; Amount</td>
</tr>
<tr>
<td>-----</td>
<td>-------------------------------------------------------------------------</td>
<td>--------------------------</td>
<td>------------------</td>
<td>-------------------------</td>
</tr>
<tr>
<td>3.</td>
<td>1221 State Street, San Diego, CA 92101-3521; Creelman Mary E Trust (10-30-09); Townsend Family Trust (05-30-88)</td>
<td>Offer of Just Compensation</td>
<td>$9,000,000</td>
<td>7/3/17, $9,000,000</td>
</tr>
<tr>
<td>4.</td>
<td>1240 Union Street, San Diego, CA 92101-3606; Stahlman Family Properties LLC</td>
<td>Offer of Just Compensation</td>
<td>$8,755,000</td>
<td>7/3/17, $8,755,000</td>
</tr>
<tr>
<td>5.</td>
<td>Northwest Corner of Union Street and B Street, San Diego, CA 92101; Union &amp; B LLC</td>
<td>Offer of Just Compensation</td>
<td>$8,975,000</td>
<td>7/3/17, $8,975,000</td>
</tr>
<tr>
<td>6.</td>
<td>1253 State Street, San Diego, CA 92101-3521; McClellan Trust (01-20-93)</td>
<td>Offer of Just Compensation</td>
<td>$3,000,000</td>
<td>7/3/17, $3,000,000</td>
</tr>
</tbody>
</table>

**Board Policy No. 024**

Board Policy No. 024: Procurement and Contracting – Construction Policy, Section 5.2, states that the Executive Director is delegated the authority to accept contracts on behalf of the Board, and shall report to the Board all contract acceptances over $25,000. The following construction projects were accepted.

- In a letter dated August 3, 2017, ABC Construction Company, Inc., was granted Acceptance for the Inland Rail Trail Segments 2A & 2B Project – Effective March 31, 2017 (CIP Project No. 1223023, Contract No. 5007504, JOC7504-05). The contract value was $1,115,514.98.

- In a letter dated August 4, 2017, ABC Construction Company, Inc., was granted Acceptance for the Hallmark East Mitigation Site Project – Effective June 30, 2016 (CIP Project No. 1200217, Contract No. 5004054, JOC4054-29). The contract value was $398,385.38.

- In a letter dated August 16, 2017, ABC Construction Company, Inc., was granted Acceptance for the Hallmark West Mitigation Site Project Phase 2 – Effective April 14, 2017 (CIP Project No. 1200217, Contract No. 5004054, JOC4054-39). The contract value was $2,424,102.26.

- In a letter dated September 13, 2017, Herzog Contracting Corporation was granted Acceptance for the Blue Line Rail and Crossover Replacement Project – Effective August 17, 2017 (CIP Project No. 1210030, Contract No. 5007501, JOC7501-02). The contract value was $1,669,963.04.

**Board Policy No. 035**

Board Policy No. 035: Competitive Grant Program Procedures, authorizes the Executive Director to approve requests by grantees for project schedule extensions of up to six months. Extensions in excess of six months, or that will cause a project to miss a completion deadline in Section 1 (including those projects that were already granted extensions by the Executive Director and are again falling behind schedule), will be considered by the Policy Advisory Committee. The policy requires the Executive Director to report to the Board actions taken at the next regular meeting.
The delegated actions to report to the Board are summarized below:

*Senior Mini-Grant Program*

<table>
<thead>
<tr>
<th>Contract</th>
<th>Grantee</th>
<th>Project</th>
<th>Extension (in Months)</th>
<th>From</th>
<th>To</th>
<th>Amendment Execution</th>
</tr>
</thead>
<tbody>
<tr>
<td>5004705</td>
<td>City of Vista</td>
<td>Volunteer Driver Program for Out &amp; About Vista</td>
<td>3</td>
<td>7/31/17</td>
<td>10/31/17</td>
<td>7/31/2017</td>
</tr>
</tbody>
</table>

*Smart Growth Incentive Program*

<table>
<thead>
<tr>
<th>Contract</th>
<th>Grantee</th>
<th>Project</th>
<th>Extension (in Months)</th>
<th>From</th>
<th>To</th>
<th>Amendment Execution</th>
</tr>
</thead>
<tbody>
<tr>
<td>5004721</td>
<td>Civic San Diego</td>
<td>6th Avenue Bridge Promenade Feasibility and Conceptual Design</td>
<td>6</td>
<td>8/8/17</td>
<td>2/8/18</td>
<td>8/7/17</td>
</tr>
<tr>
<td>5004743</td>
<td>City of National City</td>
<td>Downtown Westside Wayfinding and Community Gateways</td>
<td>6</td>
<td>9/8/17</td>
<td>3/8/18</td>
<td>8/9/17</td>
</tr>
<tr>
<td>5004744</td>
<td>City of National City</td>
<td>Westside Mobility Improvements</td>
<td>6</td>
<td>12/8/17</td>
<td>6/8/18</td>
<td>8/9/17</td>
</tr>
<tr>
<td>5004750</td>
<td>Civic San Diego</td>
<td>14th Street Pedestrian Promenade Demonstration Block</td>
<td>6</td>
<td>7/8/18</td>
<td>1/8/19</td>
<td>8/15/17</td>
</tr>
<tr>
<td>5004742</td>
<td>City of Lemon Grove</td>
<td>Broadway Downtown Village Specific Expansions</td>
<td>6</td>
<td>11/20/17</td>
<td>5/20/18</td>
<td>8/15/17</td>
</tr>
<tr>
<td>5004715</td>
<td>City of El Cajon</td>
<td>El Cajon Transit Center: Transit-Supportive Land Use and Mobility Plan</td>
<td>6</td>
<td>12/14/17</td>
<td>6/14/18</td>
<td>8/17/17</td>
</tr>
</tbody>
</table>

KIM KAWADA
Chief Deputy Executive Director

Attachments: 1. Monthly Activity for Investment Securities Transactions for June 2017 and July 2017  
2. August 2017 Budget Transfers and Amendments

Key Staff Contact: André Douzdjian, (619) 699-6931, andre.douzdjian@sandag.org
## MONTHLY ACTIVITY FOR INVESTMENT SECURITIES TRANSACTIONS FOR JUNE 1 THROUGH JUNE 30, 2017

<table>
<thead>
<tr>
<th>Transaction</th>
<th>Maturity Date</th>
<th>Security</th>
<th>Par Value</th>
<th>Original Cost</th>
<th>Yield to Maturity at Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>BOUGHT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>NO REPORTABLE SECURITIES FOR THIS PERIOD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MATURED</td>
<td>06/01/2017</td>
<td>FANNIE MAE</td>
<td>$55,540.10</td>
<td>$56,096.27</td>
<td>1.08%</td>
</tr>
<tr>
<td></td>
<td>06/01/2017</td>
<td>FNMA</td>
<td>$56,817.48</td>
<td>$57,385.23</td>
<td>1.26%</td>
</tr>
<tr>
<td></td>
<td>06/01/2017</td>
<td>FNMA</td>
<td>$52,543.60</td>
<td>$53,069.01</td>
<td>1.05%</td>
</tr>
<tr>
<td></td>
<td>06/01/2017</td>
<td>FNMA</td>
<td>$35,372.41</td>
<td>$35,726.01</td>
<td>0.83%</td>
</tr>
<tr>
<td></td>
<td>06/15/2017</td>
<td>CNH ABS</td>
<td>$115,283.11</td>
<td>$115,272.62</td>
<td>1.27%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>TOTAL MATURED:</td>
<td>$315,556.70</td>
<td>$317,549.14</td>
</tr>
<tr>
<td>SOLD</td>
<td>06/13/2017</td>
<td>US TREASURY NOTES</td>
<td>$1,260,000.00</td>
<td>$1,254,142.97</td>
<td>0.91% 1</td>
</tr>
<tr>
<td></td>
<td>06/30/2017</td>
<td></td>
<td>TOTAL SOLD:</td>
<td>$1,260,000.00</td>
<td>$1,254,142.97</td>
</tr>
</tbody>
</table>

1 The sale of this security was to avoid settlement of funds over fiscal year-end. The sale realized a gain on both original and amortized cost.
### MONTHLY ACTIVITY FOR INVESTMENT SECURITIES TRANSACTIONS FOR JULY 1 THROUGH JULY 31, 2017

<table>
<thead>
<tr>
<th>Transaction Date</th>
<th>Maturity Date</th>
<th>Security</th>
<th>Par Value</th>
<th>Original Cost</th>
<th>Yield to Maturity at Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BOUGHT</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>07/17/2017</td>
<td>05/15/2020</td>
<td>US TREASURY N/B NOTES</td>
<td>$4,250,000.00</td>
<td>$4,249,169.92</td>
<td>1.51%</td>
</tr>
<tr>
<td>07/18/2017</td>
<td>08/15/2019</td>
<td>FREDDIE MAC NOTES</td>
<td>$3,465,000.00</td>
<td>$3,459,906.45</td>
<td>1.45%</td>
</tr>
<tr>
<td>07/28/2017</td>
<td>07/30/2020</td>
<td>FNMA NOTES</td>
<td>$3,910,000.00</td>
<td>$3,898,152.70</td>
<td>1.60%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$11,625,000.00</td>
<td>$11,607,229.07</td>
<td>1.52%</td>
</tr>
<tr>
<td><strong>MATURED</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>07/01/2017</td>
<td>07/01/2017</td>
<td>FNMA SERIES</td>
<td>$110,541.37</td>
<td>$111,646.38</td>
<td>0.83%</td>
</tr>
<tr>
<td>07/01/2017</td>
<td>07/01/2017</td>
<td>FNMA SERIES</td>
<td>$742,561.76</td>
<td>$749,987.01</td>
<td>1.05%</td>
</tr>
<tr>
<td>07/01/2017</td>
<td>07/01/2017</td>
<td>FANNIE MAE</td>
<td>$97,565.78</td>
<td>$98,542.79</td>
<td>1.08%</td>
</tr>
<tr>
<td>07/01/2017</td>
<td>07/01/2017</td>
<td>FNMA SERIES</td>
<td>$15,991.54</td>
<td>$16,151.34</td>
<td>1.26%</td>
</tr>
<tr>
<td>07/15/2017</td>
<td>07/15/2017</td>
<td>CNH ABS</td>
<td>$162,219.62</td>
<td>$162,204.86</td>
<td>1.27%</td>
</tr>
<tr>
<td>07/28/2017</td>
<td>07/28/2017</td>
<td>FREDDIE MAC GLOBAL NOTES</td>
<td>$1,500,000.00</td>
<td>$1,505,415.00</td>
<td>0.67%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$2,628,880.07</td>
<td>$2,643,947.38</td>
<td>0.84%</td>
</tr>
<tr>
<td><strong>SOLD</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>07/17/2017</td>
<td>02/06/2018</td>
<td>IBM CORP NOTES</td>
<td>$4,250,000.00</td>
<td>$4,237,037.50</td>
<td>1.23%</td>
</tr>
<tr>
<td>07/18/2017</td>
<td>12/31/2018</td>
<td>US TREASURY NOTES</td>
<td>$3,465,000.00</td>
<td>$3,473,797.86</td>
<td>1.29%</td>
</tr>
<tr>
<td>07/28/2017</td>
<td>05/15/2020</td>
<td>US TREASURY N/B NOTES</td>
<td>$3,900,000.00</td>
<td>$3,899,238.28</td>
<td>1.51%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$11,615,000.00</td>
<td>$11,610,073.64</td>
<td>1.34%</td>
</tr>
</tbody>
</table>

1 Proceeds from this sale were used to purchase new securities that would provide higher returns over a longer holding period.

2 Proceeds from this sale were used to purchase a new security that would provide higher returns with a comparable maturity.
## AUGUST 2017 BUDGET TRANSFERS AND AMENDMENTS

in '000s

<table>
<thead>
<tr>
<th>PROJECT NUMBER</th>
<th>PROJECT NAME</th>
<th>CURRENT BUDGET</th>
<th>NEW BUDGET</th>
<th>CHANGE</th>
<th>EXPLANATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>2301100</td>
<td>Transportation Studies</td>
<td>$1,890,349</td>
<td>$1,946,349</td>
<td>$56,000</td>
<td>Transferred funds from (3321000) to expand the Household Behavior Travel Survey data collection period into Spring 2017.</td>
</tr>
<tr>
<td>2301600</td>
<td>Fresh Look at Economic Impacts of Border Delays</td>
<td>$350,000</td>
<td>$386,118</td>
<td>$36,118</td>
<td>Transferred funds from (3321000) to add a new task to conduct peer review sessions of technical methodology and of data inputs to be used in the economic analysis.</td>
</tr>
<tr>
<td>3321000</td>
<td>2050 Regional Transportation Plan Transit Plan - Advance Planning</td>
<td>$5,538,851</td>
<td>$5,446,733</td>
<td>($92,118)</td>
<td>Transferred funds to 2301100 and 2301600</td>
</tr>
</tbody>
</table>
**TransNet Extension Ordinance and Expenditure Plan**, approved by the voters in November 2004, includes the Environmental Mitigation Program (EMP), which provides funding to mitigate habitat impacts from regional and local transportation projects, and provides funding for regional land management and biological monitoring. The EMP is a unique component of the TransNet Extension Ordinance in that it goes beyond traditional mitigation for transportation projects by including a funding allocation for habitat acquisition, management, and monitoring activities to help implement the regional habitat conservation plans.

Each year the SANDAG Board of Directors allocates $4 million toward implementation of regional land management and biological monitoring pursuant to a Memorandum of Agreement (MOA) with state and federal agencies on the implementation of the EMP.

The Transportation and Regional Planning Committees reviewed the proposed allocation of FY 2018 funding and call for projects for the ninth cycle of land management grants at their September 1, 2017, meetings and recommend approval by the Board of Directors.

**Discussion**

Originally signed on February 22, 2008, and most recently amended on April 26, 2013, the Board of Directors entered a MOA with state and federal resource agencies on the implementation of the EMP. A provision of the MOA allocates $4 million annually through FY 2018 to implement regional habitat management and monitoring efforts to help maintain the region’s biological integrity, with the intention of avoiding future listings of endangered species. Allocation of the $4 million is done on an annual basis by the Board of Directors pursuant to a work plan that was last approved by the Board of Directors in September 2016. The work plan is designed to strategically allocate funding for land management and monitoring activities under the EMP. As part of the FY 2017-2018 Work Plan,
$2 million is available for the next cycle of land management grants. Recommendations to amend the MOA will be brought to Policy Advisory Committees and Board of Directors for consideration in early 2018.

A. Fiscal Year 2018 Annual Funding Allocation

In May 2017, the Environmental Mitigation Program Working Group (EMPWG), created an Ad Hoc Committee to discuss the annual recommendation for funding allotments under the TransNet EMP and a ninth cycle of land management grants. In July 2017, the EMPWG met to discuss the Ad Hoc Committee's recommendations. The EMPWG has reviewed the SANDAG Board approved FY 2017-2018 Work Plan and is recommending no new tasks be added at this time. Funding totaling $4 million is being recommended for regional land management and biological monitoring as shown in Attachment 1. The allocation of the $4 million dollars will implement the two-year work plan adopted by the Board of Directors in September 2016 for FY 2018.

The EMPWG is recommending the initiation of a ninth cycle of land management grants. The call for projects described below proposes to utilize the $1 million previously allocated in FY 2017 along with the proposed $1 million allocated for FY 2018 (Attachment 1, Task 2.7, Column D). Proposed grant funds will be used to focus on threat reduction stewardship and species and habitat recovery activities as discussed below.

B. Land Management Grant Program Call for Projects

In July 2017, the EMPWG also discussed the Ad Hoc Committee's recommendations on the eligibility, submittal, and evaluation criteria for the ninth cycle of the land management grants. The EMPWG is recommending minor changes to the weighting of evaluation criteria that will help to align the competitive grant program to better reflect the most at risk habitats and species.

The EMPWG recommends that the $2 million of recommended funding proposed for the ninth cycle of EMP land management grants be allocated to projects within the following funding categories:

1. Threat Reduction Stewardship ($800,000 recommended)
2. Species and Habitat Recovery ($1.2 million recommended)

These funding categories are the same as those included in the eighth grant cycle; however, additional funding is proposed for the Species and Habitat Recovery category and the funding cap for activities in both categories is proposed to be slightly increased to help facilitate more comprehensive project proposals.

Details on eligible project activities and the evaluation criteria are described in Attachment 2. In addition, individual applications have been drafted for projects in each category and tailored to reflect each category's evaluation criteria (Attachments 3 and 4). Successful applicants will be required to enter into a formal agreement with SANDAG outlining the project's scope of work and timeline (Attachment 5).

It is anticipated that contracts will be awarded for projects chosen for funding in fall 2018, which would allow projects to begin before the critical early spring season for work.
**Next Steps**

If approved by the Board of Directors, staff will implement the activities outlined in the FY 2017-2018 Work Plan and release the call for projects in October 2017.

KIM KAWADA  
Chief Deputy Executive Director

**Attachments:**  
1. FY 2018 Funding Allocation  
2. Cycle 9 Land Management Grants – Program Overview and Instructions  
3. Cycle 9 Land Management Grant Application – Threat Reduction Stewardship  
4. Cycle 9 Land Management Grant Application – Species and Habitat Recovery  
5. Cycle 9 Land Management Grants – Sample Agreement

Key Staff Contacts: Keith Greer, (619) 699-7390, keith.greer@sandag.org  
Sarah Pierce, (619) 699-7312, sarah.pierce@sandag.org
<table>
<thead>
<tr>
<th>#</th>
<th>Strategic Goal</th>
<th>Approved Prior Years FY 06-17</th>
<th>EMPWG FY 18 Recommendation</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Promote key sensitive species</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Rare and Endemic Plant Monitoring and Recovery</td>
<td>$1,015,000</td>
<td>$400,000</td>
<td>Continue to fund Rare Plant Coordinator and gap surveys. Fund willowy monardella hydrological study. Coordinate efforts with local Cities/County regarding hydrology studies as part of storm water permits.</td>
</tr>
<tr>
<td>1.2</td>
<td>Vertebrate Monitoring and Recovery</td>
<td>$5,955,000</td>
<td>$500,000</td>
<td>Continue to fund long-term monitoring studies on arroyo toad, southwestern pond turtle, cactus wren, golden eagle, and willow flycatcher.</td>
</tr>
<tr>
<td>1.3</td>
<td>Invertebrate Monitoring and Recovery</td>
<td>$1,010,000</td>
<td>$175,000</td>
<td>Develop long-term monitoring programs for Quino &amp; Hermes butterflies and continue surveys.</td>
</tr>
<tr>
<td>1.4</td>
<td>Other Species Monitoring (Priority 2 species)</td>
<td>$490,000</td>
<td>$0</td>
<td>No additional funding required. Phase out this category.</td>
</tr>
<tr>
<td>1.5</td>
<td>General Stressors and Threats Management</td>
<td>$1,555,000</td>
<td>$125,000</td>
<td>Development of Biocontrol Strategic Plan for invasive species.</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$10,025,000</strong></td>
<td><strong>$1,200,000</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Promote native vegetation communities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Vegetation Community Monitoring and Recovery</td>
<td>$1,145,000</td>
<td>$150,000</td>
<td>Develop BMP for grazing as a management tool to maintain native habitat as done in other regions. The scope of work will be developed with USGS, US Forest Service, CDFW, and USFWS in FY 2018 and implemented in FY 2019. Implement a pilot regional vegetation monitoring strategy.</td>
</tr>
<tr>
<td>2.2</td>
<td>Pro-active Wildfire Planning and Management</td>
<td>$3,000,000</td>
<td>$100,000</td>
<td>Implementation of Fire and Wildlife Strategic Plan. Begin development of Resource Avoidance Area Maps using existing staff and use US Forest Service maps as a template in coordination with Cal Fire and SD Fire Authority.</td>
</tr>
<tr>
<td>2.3</td>
<td>Invasive Plant Species Management</td>
<td>$990,000</td>
<td>$0</td>
<td>No funding required. Continue efforts to work with the County Agriculture Dept. to remove exotic species pursuant to the Invasive Plant Strategic Plan.</td>
</tr>
<tr>
<td>2.4</td>
<td>Updated Vegetation Mapping</td>
<td>$850,000</td>
<td>$0</td>
<td>No additional funding is required.</td>
</tr>
<tr>
<td>2.5</td>
<td>Enforcement</td>
<td>$1,000,000</td>
<td>$200,000</td>
<td>Continue to work with local jurisdictions on development of pilot projects.</td>
</tr>
<tr>
<td>2.6</td>
<td>Preserve level management plan standardization</td>
<td>$450,000</td>
<td>$0</td>
<td>No additional funding is required.</td>
</tr>
<tr>
<td>2.7</td>
<td>Land Management Implementation (e.g., grants)</td>
<td>$15,710,000</td>
<td>$1,000,000</td>
<td>Initiate a 9th round of land management grants. Funds will focus on threat reduction stewardship and species and habitat recovery within the MSP Area.</td>
</tr>
<tr>
<td>2.8</td>
<td>Emergency Land Management Fund</td>
<td>$350,000</td>
<td>$50,000</td>
<td>The addition of $50K is consistent with past Board direction.</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$23,495,000</strong></td>
<td><strong>$1,500,000</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Improve wildlife movement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1</td>
<td>Wildlife Corridor and Linkages Monitoring</td>
<td>$1,945,000</td>
<td>$300,000</td>
<td>Continue work on mountain lion movement, implement improvements recommended in the SR67 &amp; SR94 plans, expand monitoring into North County while working to implement functional improvements in wildlife linkages.</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$1,945,000</strong></td>
<td><strong>$300,000</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Promote regional coordination</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1</td>
<td>Program Administrator</td>
<td>$1,770,000</td>
<td>$220,000</td>
<td>Continue to fund program administrator through existing contract.</td>
</tr>
</tbody>
</table>

1. Unencumbered funding allocated by the SANDAG Board of Directors during past fiscal years would be carried over and used in conjunction with the allocations proposed for Fiscal Year 2018 to implement the recommended activities.
## Recommended FY 2018 Funding Allocation for Habitat Conservation Fund

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
</tr>
</thead>
<tbody>
<tr>
<td>#</td>
<td>Strategic Goal</td>
<td>Approved Prior Years FY 06-17</td>
<td>EMPWG FY 18 Recommendation</td>
<td>Comments</td>
</tr>
<tr>
<td>4.2</td>
<td>Management &amp; Monitoring Coordinator</td>
<td>$1,650,000</td>
<td>$180,000</td>
<td>Continue to fund monitoring and management coordinator through contract.</td>
</tr>
<tr>
<td>4.3</td>
<td>Biologist</td>
<td>$1,070,000</td>
<td>$180,000</td>
<td>Continue to fund biologist through existing contract.</td>
</tr>
<tr>
<td>4.4</td>
<td>GIS Support</td>
<td>$1,085,000</td>
<td>$65,000</td>
<td>Use existing funds to continue to fund GIS specialist through existing contract.</td>
</tr>
<tr>
<td>4.5</td>
<td>Database Development and Support</td>
<td>$910,000</td>
<td>$275,000</td>
<td>Continue to fund data manager, SDMMP website, and MSP portal.</td>
</tr>
<tr>
<td>4.6</td>
<td>Conserved Lands Database Management</td>
<td>$275,000</td>
<td>$0</td>
<td>No additional funding is required.</td>
</tr>
<tr>
<td>4.7</td>
<td>Administrative &amp; Science Support</td>
<td>$675,000</td>
<td>$80,000</td>
<td>Continue to fund administrative support for regional coordination through a contract.</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$7,435,000</strong></td>
<td><strong>$1,000,000</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL FUNDING STRATEGY</strong></td>
<td><strong>$42,900,000</strong></td>
<td><strong>$4,000,000</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Unencumbered funding allocated by the SANDAG Board of Directors during past fiscal years would be carried over and used in conjunction with the allocations proposed for Fiscal Year 2018 to implement the recommended activities.
CALL FOR PROJECTS FOR THE NINTH CYCLE OF THE TransNet ENVIRONMENTAL MITIGATION PROGRAM LAND MANAGEMENT GRANT PROGRAM OVERVIEW AND INSTRUCTIONS

Program Description

The TransNet Extension Ordinance and Expenditure Plan, as approved by the voters on November 2, 2004, includes an Environmental Mitigation Program (EMP). The EMP is a funding allocation category for the costs to mitigate habitat impacts for regional transportation projects. The EMP is a unique component of the TransNet Extension in that it goes beyond traditional mitigation for transportation projects by including a funding allocation for habitat acquisition, management, and monitoring activities as needed to help implement regional habitat conservation plans.

On DATE, 2017, the SANDAG Board of Directors approved the call for projects for the ninth cycle of the EMP Land Management Grant Program with a budget of $2 million. Two funding categories have been identified or the ninth cycle of EMP Land Management Grants. Approximately $800,000 will be allocated to short-term threat reduction projects and approximately $1,200,000 will be allocated to long-term (three- to five-year) species and habitat recovery projects pursuant to the Management Strategic Plan for Conserved Lands in Western San Diego (MSP).

Eligible Project Proposals

To be eligible for funding, proposed projects must be located within the MSP Area (MSPA) on lands conserved for habitat preservation and must include activities within one of the categories below:

1. **Threat Reduction Stewardship (approximately $800,000 available).** Eligible activities include management stewardship actions to reduce threats to MSP species and their habitats on existing conserved lands. Projects must demonstrate that future funding is available (if needed) and that the project will maintain benefits long-term. Highest priority will be given to projects that focus on SL\(^1\) and SO\(^2\) species. Example stewardship activities include, but are not limited to: control of invasive plant\(^3\) and animal species; erosion control; trail maintenance needed to protect MSP species; signage and directional fencing; enforcement; linkage improvement, and access control. Applicants should use the SDMMP portal to research species-specific threats and management objectives ([https://portal.sdmmp.com/species.php](https://portal.sdmmp.com/species.php)). Threats are noted in each species’ profile.

2. Projects in the Threat Reduction Stewardship category should be short-term projects in need of one-time funding necessary to fill existing budget gaps for specific tasks. Projects should be completed within 18 months of receiving a notice to proceed (NTP). The maximum amount of funding that can be awarded for a project in this category is $80,000.

---

\(^1\) Category SL Species: species whose persistence in the MSPA is at high-risk of loss without immediate management action above and beyond that of daily maintenance activities.

\(^2\) Category SO Species: species whose persistence of one or more significant occurrences in the MSPA is at high-risk of loss without immediate management action above and beyond that of daily maintenance activities.

\(^3\) Invasive plant species: species that are determined to be impacting MSP SL or SO species, as identified in the Management Priorities for Invasive Non-native Plants, A Strategy for Regional Implementation.
**Species and Habitat Recovery (approximately $1,200,000 available).** Eligible activities include habitat restoration and enhancement projects with a focus on MSP priority species and their habitats. Highest priority will be given to projects that focus on SL¹ and SO² species. Example activities include, but are not limited to: habitat restoration including control of invasive plant³ and animal species and planting and seeding of areas with native vegetation; minimization of wildfire ignition and fuel sources to reduce intensity of spread and increase viability of MSP species; and management actions as identified through MSP Roadmap’s Management Objectives to reduce impacts to SL or SO species. These projects should promote the goals and objectives identified in the MSP for those species. Funding will not be granted to projects being pursued to fulfill a permit obligation.

Projects in the Species and Habitat Recovery category should be completed within three to five years of receiving a NTP. The maximum amount of funding that can be awarded for a project in this category is $1,200,000, but applicants are encouraged to phase their projects into discrete tasks because full funding may not be awarded.

**Projects that are not ready to begin work within 12 months of submission of the proposal to SANDAG will not be eligible for this funding cycle.** Project proposals approved by the SANDAG Board of Directors for funding that do not begin work within one year will be at risk of losing their funding. The total length of time funded should be appropriate to the proposed project. All requests for extensions to proposed project schedules within final executed grant agreements are subject to SANDAG Board Policy No. 035: Competitive Grant Program Procedures, which can be found at sandag.org/legal.

**Process for Allocating Funds**

SANDAG will accept project proposals from land managers in San Diego County that will benefit regional conservation planning under the Natural Communities Conservation Planning Program. The applicant must own the land, or be designated to manage the land by the land owner under a contract or other written form of legal documentation, and should have any applicable state and federal permits prior to the initiation of work. The land must be conserved as open space for natural resources. Representatives of the land owner and land manager must be identified on the Grant Application Form *(Attachment 2 or 3)* and be authorized in writing to enter into a grant agreement with SANDAG.

Applicants applying for funding in the **Threat Reduction Stewardship** category must complete a Grant Application Form *(Attachment 2)* that does not exceed eight pages. The project proposal will include the purpose of the proposed project, the scope of work, costs, and schedule. Applicants must clearly identify; (1) their proposed tasks in the scope of work, (2) funding requested for each task, (3) start and end dates of the tasks, and (4) deliverables. Any required supplementary materials (with the exception of right-of-entry permit and indirect cost proposal, if applicable) will be counted toward the eight-page maximum. Letters of support should NOT be included with the project application materials.

Applicants applying for funding in the **Species and Habitat Recovery** category must complete a Grant Application Form *(Attachment 3)* that does not exceed 12 pages. The project proposal will include the purpose of the proposed project, the scope of work, costs, and schedule. Applicants must clearly identify; (1) their proposed tasks in the scope of work, (2) funding requested for each task,
(3) start and end dates of the tasks, and (4) deliverables. Any required supplementary materials (with the exception of right-of-entry permit and indirect cost proposal, if applicable) will be counted towards the 12-page maximum. Letters of support should **NOT** be included with the project application materials.

All project proposals will be reviewed for eligibility, ranked, and prioritized as described below. A list of recommended project proposals will be submitted for review and recommendation to the Environmental Mitigation Program Working Group (EMPWG), Regional Planning Committee, and Transportation Committee; for information and review for consistency with the *TransNet* Extension Ordinance to the Independent Taxpayer Oversight Committee; and for final approval by the SANDAG Board of Directors.

Successful applicants will then be required to enter into a grant agreement with SANDAG for grant funding. The grant agreement signed by the parties will be in substantially the same form as the Sample Grant Agreement (Attachment 4) included in the call for projects. Successful applicants will be required to submit quarterly invoices and reports on their progress. In addition, a final report of the project’s contribution to promote habitat conservation in the region along with the final invoice and all remaining deliverables will be submitted at the conclusion of the grant term. Quarterly report and final report templates will be sent to the grantee after the contract agreement is executed and a notice to proceed is issued.

**Who Will Score the Project Proposals?**

An evaluation committee made up of EMPWG Working Group members and/or other qualified individuals who do not have an affiliation with any of the proposed projects will score and rank the proposals, in conformance with the criteria and values listed below. The committee will be comprised of individuals with knowledge of the regional preserve system and land management.

**Protests**

A protest by any adversely affected applicant must be made in writing and must be mailed or hand delivered to the SANDAG Protest Administrator, Charles “Muggs” Stoll, at 401 B Street, Suite 800, San Diego, California 92101, within five business days after an applicant is notified by SANDAG that its proposal is not being recommended for funding. A protest which does not strictly comply with the SANDAG protest procedures will be rejected. The Competitive Grant Program Protest Procedures can be found at the SANDAG EMP Grants webpage available at sandag.org/empgrants.
Project Proposal Evaluation and Ranking

The following evaluation and ranking criteria will be used by the evaluation committee.

Eligible Activity: 1. Threat Reduction Stewardship (18-month Projects)

<table>
<thead>
<tr>
<th>Project Proposal Evaluation Criteria</th>
<th>Point Range</th>
<th>Maximum Score Possible</th>
<th>Total Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed project addresses a high-priority MSP species and their habitats. SL or SO species will</td>
<td>0-20</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>be given higher priority.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proposed project will address an urgent need and includes actions that will reduce or manage an</td>
<td>0-20</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>identified threat.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Success criteria have been identified and will be monitored and reported.</td>
<td>0-10</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Success of proposed project is likely with clear, measurable, proven results that will promote</td>
<td>0-10</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>conservation.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any activities necessary to maintain the proposed project after the 18-month grant period have</td>
<td>0-10</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>been identified and funding for those activities has been secured.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>70</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Eligible Activity: 2. Species and Habitat Recovery *(Three- to Five-Year Projects)*

<table>
<thead>
<tr>
<th>Project Proposal Evaluation Criteria</th>
<th>Point Range</th>
<th>Maximum Score Possible</th>
<th>Total Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed project addresses a high-priority MSP species and their habitats. SL or SO species will be given higher priority.</td>
<td>0-20</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>The degree to which actions proposed meet MSP objectives and will benefit targeted species</td>
<td>0-30</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>Long-term success of management activities is likely.</td>
<td>0-20</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>Success criteria have been identified and will be monitored and reported.</td>
<td>0-10</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Proposed project is synergistic with other larger and ongoing efforts to recover a priority species and/or sensitive habitat.</td>
<td>0-10</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Matching funds are available to implement the proposed project.</td>
<td>0-10</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>100</strong></td>
<td></td>
</tr>
</tbody>
</table>

---

*Scores for matching funds will be based on the following scale: 1 point for 1-10 percent match; 2 points for 11-20 percent match; 3 points for 21-30 percent match; 4 points for 31-40 percent match; 5 points for 41-50 percent match; 6 points for 51-60 percent match; 7 points for 61-70 percent match; 8 points for 71-80 percent match; 9 points for 81-90 percent match; and 10 points for 91-100 percent match. For example, if $500,000 of grant funding is requested and $200,000 in matching funds are identified, the project will receive 4 points because matching funds total 40 percent of the grant amount requested.*
Proposed Timeline
(*dates proposed are subject to change*)

**October 2, 2017** – A call for projects is provided to interested stakeholders included in SANDAG’s TransNet EMP stakeholder database. A call for projects also will be posted on the SANDAG EMP Grants webpage, sandag.org/empgrants.

**November 8, 2017** – A public workshop will be provided to address any questions related to the call for projects and proposal processes. SANDAG staff will provide information and address questions on the eligibility, approval, contracting, and specific requirements of this grant program. The meeting will be held from 10 to 11:30 a.m. in the SANDAG Board Room.

**January 12, 2018** – Proposals are due to SANDAG. **One signed electronic file must be received by 4 p.m.** Email electronic submittal to: sarah.pierce@sandag.org or use SANDAG’s We Transfer site for large files: https://sandag.wetransfer.com/

**March, 2018** – The evaluation committee will review and rank project proposals following the criteria above and forward the list of prioritized project proposals to the EMPWG for consideration.

**May, 2018** – The EMPWG will recommend a list of prioritized project proposals to the Regional Planning and Transportation Committees.

**June, 2018** – The Regional Planning and Transportation Committees will be provided a list of prioritized project proposals for review and information. The list of prioritized project proposals also will be provided to the Independent Taxpayer Oversight Committee to review for consistency with the TransNet Extension Ordinance.

**July, 2018** – The Regional Planning and Transportation Committees will be asked to recommend a list of prioritized project proposals for funding to the SANDAG Board of Directors.

**July, 2018** – The SANDAG Board of Directors will be asked to approve a list of prioritized project proposals for funding.
CALL FOR PROJECTS FOR THE NINTH CYCLE OF THE
TransNet ENVIRONMENTAL MITIGATION PROGRAM
LAND MANAGEMENT GRANT PROGRAM
THREAT REDUCTION STEWARDSHIP GRANT APPLICATION FORM

Grant Application Form and required supplementary materials (hereafter referred to as “proposal”) cannot exceed eight pages.

Applicant Name¹: ________________________________
Address: ______________________________________
Phone and Email Address: _________________________
Name of Property: ________________________________
General Location: ________________________________
Jurisdiction: ____________________________________
Total Acres: ____________________________________
Estimated Acres Requiring Management: ____________
Owner(s) of Property²: ____________________________
Land manager(s) of property (include name[s]): ________

Brief Project Summary that includes your primary goal and objectives (200-word maximum)

Quantify Expected Results (add bullets as necessary)

 Brief Description of dedicated staff and/or consultants that would work on Project (200-word maximum)

¹ While collaboration is encouraged in the development of the grant proposal, the proposal must identify one organization as the lead entity that will enter into an Agreement with SANDAG.

² If the applicant is not the landowner, please submit a letter or right-of-entry permit from the land owner granting permission to perform the land management duties as outlined in the proposal. Failure to provide the letter or right-of-entry permit will lead to disqualification of the proposal. Attached letter or right-of-entry permit (if applicable) does not count toward eight-page maximum.
Funding Needs Summary

Please indicate how much funding is being requested from SANDAG.

<table>
<thead>
<tr>
<th>Budget Item</th>
<th>Requested Funding Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Expenses Staff</td>
<td>$</td>
<td>Includes staff time for non-administrative work on the project</td>
</tr>
<tr>
<td>Personnel Administrative Expenses</td>
<td>$</td>
<td>Includes all staff time to administer the contract</td>
</tr>
<tr>
<td>Consultant Expenses</td>
<td>$</td>
<td>Includes all costs for consultant services</td>
</tr>
<tr>
<td>Other Direct Expenses</td>
<td>$</td>
<td>Includes all equipment, supplies, mileage, etc.</td>
</tr>
<tr>
<td>Indirect Costs</td>
<td>$</td>
<td>All indirect charges (e.g., overhead) on the project, if any.</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>$</strong></td>
<td></td>
</tr>
</tbody>
</table>

*if applicable

PROJECT PROPOSAL

The proposal will include (A) the purpose of the project, (B) the scope of work by tasks, (C) the proposed budget by task, and (D) a schedule for each task. Applicants must clearly identify their proposed tasks in the scope of work, funding requested for each task (please identify staff hours and cost separately from consultant costs), start and end dates of the tasks, and deliverables.

A. Project Purpose

Please describe how the proposed project meets the following criteria:

1. The proposed project addresses a high-priority Management Strategic Plan (MSP) species and their habitats. Refer to the MSP for Conserved Lands in Western San Diego County.

2. The proposed project will address an urgent need and includes actions that will reduce or manage an identified threat.

3. Success criteria have been identified and will be monitored and reported.

---

3 Indirect Costs are only allowable if: (1) applicant has an indirect cost allocation plan audit approved by a qualified independent auditor or (2) the applicant’s proposed method for allocating indirect costs is submitted with the proposal in accordance with OMB guidelines and approved by SANDAG. Indirect costs will not be reimbursed until one of the two conditions above are satisfied and indirect cost allocation plans must be renewed annually. The indirect cost methodology included with the application does not count toward eight-page maximum.
4. Success of the proposed project is likely with clear, measurable, proven results that will promote conservation.

5. Any activities necessary to maintain the proposed project after the 18-month grant period have been identified and funding for those activities has been secured. Please explain what source of funding (if any) has been used to fund this activity in the past and what kind of funding is available to support this work in the future (if needed).

6. To be eligible for funding, the proposed project must be on lands conserved for native habitat within the MSP area. Where is the project located? (Attach a map)

B. Scope of Work by Task

Please break down the proposal into discrete tasks and include a task name, description of each task, quantifiable expected results, and discrete deliverables for each task. Note: make sure to list tasks for quarterly reporting on the status of the grant project and a final report on the outcome of the grant project. You may add or subtract rows as needed.

**Exhibit A – Proposed Project Scope of Work**

<table>
<thead>
<tr>
<th>Task No.</th>
<th>Task Name</th>
<th>Task Description</th>
<th>Quantifiable Results/Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of Task</td>
<td>Describe Task</td>
<td>List the quantifiable results and deliverables</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>....</td>
<td>Administrative</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

C. Budget by Task

Please include a specific budget for each task described in the Scope of Work (Section B above). *This funding category is intended to fund short-term threat reduction projects in need of one-time funding necessary to fill existing funding gaps for specific tasks and will not cover ongoing annual costs within applicant’s organization.*
**Exhibit B – Proposed Project Budget**

<table>
<thead>
<tr>
<th>Task No.</th>
<th>Task Name</th>
<th>Grant Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of Task</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>....</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>....</td>
<td>Administrative</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal</strong></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td><strong>Indirect Cost (__%)</strong></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td></td>
</tr>
</tbody>
</table>

**D. Project Schedule**

Please include start and end dates relative to the anticipated Notice to Proceed (NTP) (Fall 2018) for each task described in the Scope of Work (Section B above). Please list tasks for quarterly reporting on the status of the grant project and a final report on the outcome of the grant project. You may add or subtract rows as needed. **All tasks must be completed within 18 months of the NTP.**

**Exhibit C – Proposed Project Schedule (Assumes Fall 2018 NTP)**

<table>
<thead>
<tr>
<th>Task No.</th>
<th>Task Name</th>
<th>Proposed Start Date</th>
<th>Months Needed to Complete Task</th>
<th>Task End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>&quot;n&quot; Months from NTP</td>
<td>&quot;n&quot; Months</td>
<td>MM/DD/YYYY</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>&quot;n&quot; Months from NTP</td>
<td>&quot;n&quot; Months</td>
<td>MM/DD/YYYY</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>&quot;n&quot; Months from NTP</td>
<td>&quot;n&quot; Months</td>
<td>MM/DD/YYYY</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>&quot;n&quot; Months from NTP</td>
<td>&quot;n&quot; Months</td>
<td>MM/DD/YYYY</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>&quot;n&quot; Months from NTP</td>
<td>&quot;n&quot; Months</td>
<td>MM/DD/YYYY</td>
<td></td>
</tr>
<tr>
<td>...</td>
<td>Administrative</td>
<td>&quot;n&quot; Months</td>
<td>MM/DD/YYYY</td>
<td></td>
</tr>
</tbody>
</table>

Please explain why and how much additional time would be needed in the event of any delays due to NTP being provided beyond Fall 2018 and/or unexpected weather conditions such as drought that could occur during the proposed project implementation.
NOTICE REGARDING PREVAILING WAGES

SANDAG’s Environmental Mitigation Program (EMP) Land Management Grant Program projects are funded with TransNet revenues consistent with the TransNet Extension Ordinance adopted by the voters in November 2004 (SANDAG Ordinance 04-01). Although SANDAG Ordinance 04-01 does not require payment of prevailing wages, California law may require that public works projects pay prevailing wages for workers.

Applicant acknowledges that SANDAG has strongly encouraged Applicant to seek legal counsel regarding whether the Proposed Project will require applicant to pay prevailing wages and agrees that SANDAG will have no liability for conducting this analysis. ☐ Yes ☐ No

Applicant acknowledges that if awarded an EMP Land Management Grant, the grant agreement between SANDAG and the grantee requires grantee’s compliance with all federal, state, and local laws and ordinances applicable to the Agreement. ☐ Yes ☐ No
REQUIRED STATEMENTS FROM APPLICANT

☐ Yes  ☐ No  The applicant has read and understands the Sample Grant Agreement (Agreement) and Invoice Template (Attachment 4).

☐ Yes  ☐ No  If the SANDAG Board of Directors approves the proposed project proposal, the proposed applicant agrees to sign and return the Agreement to SANDAG, without exceptions or amendments, within 45 days of receipt.

☐ Yes  ☐ No  The applicant agrees to comply with SANDAG’s Board Policy No. 035, Competitive Grant Program Procedures, which outlines “Use-it-or-lose-it” project milestone and completion deadlines. Board Policy No. 035 is included in the Agreement, and also is on SANDAG’s website at the following link: sandag.org/organization/about/pubs/policy_035.pdf

☐ Yes  ☐ No  The applicant understands that 10 percent of all invoices will be retained until the completion of the proposed project.

☐ Yes  ☐ No  The applicant understands that all invoices must be accompanied by written, documented support of the charges for requested reimbursement of grant funds and payment will not be made by SANDAG until all documents are satisfactorily submitted.

☐ Yes  ☐ No  The applicant understands that invoices and reports must be submitted on a quarterly basis within three weeks after the period covering January 1 to March 31; within three weeks after the period covering April 1 to June 30; within three weeks after the period covering July 1 to September 30; and within three weeks after the period covering October 1 to December 31.

☐ Yes  ☐ No  The applicant understands that the EMP quarterly report template (to be sent to the grantee after NTP is issued) must be used to document quarterly progress and that invoices with errors will be returned to the grantee for correction prior to being processed by SANDAG staff.

☐ Yes  ☐ No  The applicant understands that the final invoice must be accompanied by written, documented support of the charges for requested reimbursement of grant funds; a final report (prepared in accordance with the final report template to be sent to grantee after NTP is issued); and all outstanding deliverables in order to receive final payment and have retained funds released.

☐ Yes  ☐ No  The applicant understands that to be considered eligible for funding, a resolution complying with the requirements of Board Policy No. 035, Section 4.1, must be submitted to SANDAG at least two weeks prior to the recommendation by the Regional Planning Committee of the list of prioritized project proposals. SANDAG will provide applicants with advance notice of the Regional Planning Committee’s anticipated meeting date.

☐ Yes  ☐ No  The applicant agrees to submit all project data/information to SANDAG in a format compatible with the regional management database.

I have the authorization to submit this proposal (Grant Application Form and required supplementary materials) on behalf of my organization.

Applicant Name/Title (print or type)  

mm/dd/yyyy

Applicant Signature  

Date

CFP for the Ninth Cycle of the TransNet EMP Land Management Grant Program – Threat Reduction Stewardship Grant Application Form
CALL FOR PROJECTS FOR THE NINTH CYCLE OF THE
TransNet ENVIRONMENTAL MITIGATION PROGRAM
LAND MANAGEMENT GRANT PROGRAM
SPECIES AND HABITAT RECOVERY GRANT APPLICATION FORM

Grant Application Form and required supplementary materials (hereafter referred to as “proposal”) cannot exceed 12 pages.

Applicant Name¹: ________________________________________________________________
Address: _________________________________________________________________
Phone and Email Address: _______________________________________________________ 
Name of Property: ______________________________________________________________
General Location: ______________________________________________________________
Jurisdiction: _________________________________________________________________
Total Acres: ________________________________________________________________
Estimated Acres Requiring Management: __________________________________________
Owner(s) of Property²: __________________________________________________________

Land manager(s) of property (include name[s]): ____________________________________

Brief Project Summary that includes your primary goal and objectives (200-word maximum)

Quantify Expected Results (add bullets as necessary)
•
•
•

Brief Description of dedicated staff and/or consultants that would work on Project (200-word maximum)

¹ While collaboration is encouraged in the development of the grant proposal, the proposal must identify one organization as the lead entity that will enter into an Agreement with SANDAG.
² If the applicant is not the landowner, please submit a letter or right-of-entry permit from the land owner granting permission to perform the land management duties as outlined in the proposal. Failure to provide the letter or right-of-entry permit will lead to disqualification of the proposal. Attached letter or right-of-entry permit (if applicable) does not count towards 12-page maximum.
Funding Needs Summary

Please indicate how much funding is being requested from SANDAG and any matching funding proposed.

<table>
<thead>
<tr>
<th>Budget Item</th>
<th>Requested Funding Amount</th>
<th>Proposed Matching Funds*</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Expenses Staff</td>
<td>$</td>
<td>$</td>
<td>Includes staff time for non-administrative work on the project</td>
</tr>
<tr>
<td>Personnel Administrative</td>
<td>$</td>
<td>$</td>
<td>Includes all staff time to administer the contract</td>
</tr>
<tr>
<td>Expenses</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consultant Expenses</td>
<td>$</td>
<td>$</td>
<td>Includes all costs for consultant services</td>
</tr>
<tr>
<td>Other Direct Expenses</td>
<td>$</td>
<td>$</td>
<td>Includes all equipment, supplies, mileage, etc.</td>
</tr>
<tr>
<td>Indirect Costs</td>
<td>$</td>
<td>$</td>
<td>All indirect charges (e.g., overhead) on the project, if any.</td>
</tr>
<tr>
<td>Totals</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

*if applicable

Are there matching funds available? □ Yes  □ No

If yes, how are the matching funds assured (100-word maximum)?

Attach a letter from the organization/partner that ONLY provides confirmation that they are committed to providing the matching funds proposed for this project. (General letters of support not related to commitment of matching funds will NOT be accepted and will NOT be considered as part of the proposal).

---

Indirect Costs are only allowable if: (1) applicant has an indirect cost allocation plan audit approved by a qualified independent auditor or (2) the applicant’s proposed method for allocating indirect costs is submitted with the proposal in accordance with OMB guidelines and approved by SANDAG. Indirect costs will not be reimbursed until one of the two conditions above are satisfied and indirect cost allocation plans must be renewed annually. The indirect cost methodology (if applicable) included with the application does not count toward the 12-page maximum.
PROJECT PROPOSAL

The proposal will include (A) the purpose of the project, (B) the scope of work by tasks, (C) the proposed budget, including matching funds, by task, and (D) a schedule for each task. Applicants must clearly identify their proposed tasks in the scope of work, funding requested for each task (please identify staff hours and cost separately from consultant costs), start and end dates of the tasks, and deliverables. Applicants are encouraged to identify phasing and prioritization of tasks in their proposal in case full funding for the project is not available.

A. Project Purpose

Address the following in the proposal:

1. Describe the proposed management activity(ies) and how it relates to the Management Strategic Plan (MSP) for Conserved Lands in Western San Diego County. Is there current management occurring or has past management occurred on the property (please describe)? If the proposed management activity is based on the results from past field inspections of the species occurrence, describe the conditions and management needs identified and whether or not the data has been provided to the San Diego Management and Monitoring Program. If implementing fire management actions, describe the management technique being used and whether a fire plan currently exists.

2. Which MSP species and their habitats will benefit from the proposed management activity? Which specific MSP objective(s) and action(s) will be implemented? Name the specific MSP species occurrence(s) to benefit from the management activity, if applicable.

3. To be eligible for funding, the proposed project must be within the MSP area. In which Management Unit is the project located? (Attach a map)

4. Describe the stressors and/or threats to the MSP species and their habitats in the project area that will be addressed through implementation of this project proposal.

5. Describe the management techniques proposed, including whether they have been previously used successfully and where. Are there any negative effects to MSP and other sensitive species and their habitats that could result from the proposed management action?

6. What strategic approach will be used to ensure the successful, long-term outcome of the proposed project (e.g. upstream exotic removal prior to downstream, future ongoing maintenance)? Which adjacent conserved lands will not be included and why?

7. What are the goals and objectives for the proposed project? What criteria/metrics will be used to measure success? If applicable, what quantitative monitoring data will be collected to evaluate success? Who will be collecting the monitoring data and what are their qualifications?
8. How will the applicant manage the data collected? What software will be used to house the data? Who will be responsible for compiling and transferring the data to SANDAG? Who will be preparing the required quarterly, final, and all other reports?

9. Has the proposed project received TransNet Environmental Mitigation Program (EMP) funds previously? If so, what was accomplished with the funds and why are additional funds being requested?

10. Is the proposed activity being done on land that was previously set aside as mitigation? If yes, please elaborate.

B. Scope of Work by Task

Please break down the proposal into discrete tasks and include a task name, description of each task, quantifiable expected results, and discrete deliverables for each task. Note: make sure to list tasks for quarterly reporting on the status of the grant project and a final report on the outcome of the grant project. You may add or subtract rows as needed.

Exhibit A – Proposed Project Scope of Work

<table>
<thead>
<tr>
<th>Task No.</th>
<th>Task Name</th>
<th>Task Description</th>
<th>Quantifiable Results/Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of Task</td>
<td>Describe Task</td>
<td>List the quantifiable results and deliverables</td>
</tr>
<tr>
<td>2</td>
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<td>3</td>
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<td>Administrative</td>
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</tbody>
</table>

C. Budget by Task

Please include a specific budget for each task described in the Scope of Work (Section B above). This should include both requested SANDAG funds and any matching funds proposed for each project year. If matching funds are proposed, please distribute the match commitment proportionately. Applicants are encouraged to identify phasing in their proposal in case full funding for the project is not available. You may add or subtract rows and columns as needed. This funding category is intended to fund restoration and enhancement projects taking place over a three- to five-year period and will not cover ongoing annual costs within applicant’s organization.
Throughout the Project, Matching Funds must be proportionate to Total Project Costs (Grant Request and Matching Funds combined). For example, if a proposed project Year 1 Grant Request is $80,000 and proposed Year 1 Matching Funds are $20,000, the Total Year 1 Project Costs are $100,000. Therefore, the required proportionate matching funds to provide per invoice during Year 1 of the project are 20 percent (e.g. invoice submitted for $8,000 grant amount reimbursement and $2,000 matching funds submitted). However, if the Year 2 Grant Request is $70,000 and proposed Year 2 Matching Funds are $30,000, while the Total Year 2 Project Costs also are $100,000, the required proportionate matching funds increases per invoice during Year 2 of the project to 30% (e.g. invoice submitted for $7,000 grant amount reimbursement and $3,000 matching funds submitted). Retention will be withheld beyond the 10 percent retention for each invoice submittal that does not meet the proportionate matching funds requirement. These additional matching funds retained will not be released until the proportionate matching funds are reached for the project to-date.

### Exhibit B – Proposed Project Budget

<table>
<thead>
<tr>
<th>Task No.</th>
<th>Task Name</th>
<th>Year 1 Grant Request</th>
<th>Year 1 Matching Funds</th>
<th>Year 2 Grant Request</th>
<th>Year 2 Matching Funds</th>
<th>Year 3 Grant Request</th>
<th>Year 3 Matching Funds</th>
<th>Year 4 Grant Request</th>
<th>Year 4 Matching Funds</th>
<th>Year 5 Grant Request</th>
<th>Year 5 Matching Funds</th>
<th>Total Grant Request</th>
<th>Total Matching Funds</th>
<th>Total Project Cost</th>
</tr>
</thead>
<tbody>
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<td>Indirect Cost (____%)</td>
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<td>PERCENTAGE</td>
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</tr>
</tbody>
</table>

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**CFP for the Ninth Cycle of the TransNet EMP Land Management Grant Program – Species and Habitat Recovery Grant Application Form**
D. Project Schedule

Please include start and end dates relative to the anticipated Notice to Proceed (assumes Fall 2018) for each task described in the Scope of Work (Section B above). Please list tasks for quarterly reporting on the status of the grant project and a final report on the outcome of the grant project. You may add or subtract rows as needed.

**Exhibit C - Proposed Project Schedule** *(Assumes Fall 2018 Notice to Proceed [NTP])*

<table>
<thead>
<tr>
<th>Task No.</th>
<th>Task Name</th>
<th>Proposed Start Date</th>
<th>Months Needed to Complete Task</th>
<th>Task End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>&quot;n&quot; Months from NTP</td>
<td>&quot;n&quot; Months</td>
<td>MM/DD/YYYY</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>&quot;n&quot; Months from NTP</td>
<td>&quot;n&quot; Months</td>
<td>MM/DD/YYYY</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>&quot;n&quot; Months from NTP</td>
<td>&quot;n&quot; Months</td>
<td>MM/DD/YYYY</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>&quot;n&quot; Months from NTP</td>
<td>&quot;n&quot; Months</td>
<td>MM/DD/YYYY</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>&quot;n&quot; Months from NTP</td>
<td>&quot;n&quot; Months</td>
<td>MM/DD/YYYY</td>
<td></td>
</tr>
<tr>
<td>...</td>
<td>&quot;n&quot; Months from NTP</td>
<td>&quot;n&quot; Months</td>
<td>MM/DD/YYYY</td>
<td></td>
</tr>
<tr>
<td>...</td>
<td>Administrative</td>
<td>&quot;n&quot; Months</td>
<td>MM/DD/YYYY</td>
<td></td>
</tr>
</tbody>
</table>

Please explain why and how much additional time would be needed in the event of any delays due to NTP being provided beyond Fall 2018 and/or unexpected weather conditions such as drought that could occur during the proposed project implementation.

**NOTICE REGARDING PREVAILING WAGES**

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Applicant acknowledges that SANDAG has strongly encouraged Applicant to seek legal counsel regarding whether the Proposed Project will require applicant to pay prevailing wages and agrees that SANDAG will have no liability for conducting this analysis.  

- [☐] Yes  [☐] No

Applicant acknowledges that if awarded an EMP Land Management Grant, the grant agreement between SANDAG and the grantee requires grantee’s compliance with all federal, state and local laws and ordinances applicable to the Agreement.  

- [☐] Yes  [☐] No
REQUIRED STATEMENTS FROM APPLICANT

☐ Yes  ☐ No  The applicant has read and understands the Sample Grant Agreement (Agreement) and Invoice Template (Attachment 4).

☐ Yes  ☐ No  If the SANDAG Board of Directors approves the proposed project proposal, the proposed applicant agrees to sign and return the Agreement to SANDAG, without exceptions or amendments, within 45 days of receipt.

☐ Yes  ☐ No  The applicant agrees to comply with SANDAG’s Board Policy No. 035, Competitive Grant Program Procedures, which outlines “Use-it-or-lose-it” project milestone and completion deadlines. Board Policy No. 035 is included in the Agreement, and also is on SANDAG’s website at the following link: sandag.org/organization/about/pubs/policy_035.pdf

☐ Yes  ☐ No  The applicant understands that 10 percent of all invoices will be retained until the completion of the proposed project.

☐ Yes  ☐ No  The applicant understands that for proposed projects with matching funds, retention will be withheld beyond the 10 percent retention for each invoice submittal that does not meet the proportionate matching funds requirement. These additional matching funds will not be released until proportionate matching funds are reached for the project to-date.

☐ Yes  ☐ No  The applicant understands that all invoices must be accompanied by written, documented support of the charges for requested reimbursement of grant funds and payment will not be made by SANDAG until all documents are satisfactorily submitted.

☐ Yes  ☐ No  The applicant understands that invoices and reports must be submitted on a quarterly basis within three weeks after the period covering January 1 to March 31; within three weeks after the period covering April 1 to June 30; within three weeks after the period covering July 1 to September 30; and within three weeks after the period covering October 1 to December 31.

☐ Yes  ☐ No  The applicant understands that the EMP quarterly report template (to be sent to the grantee after NTP is issued) must be used to document quarterly progress and that invoices with errors will be returned to the grantee for correction prior to being processed by SANDAG staff.

☐ Yes  ☐ No  The applicant understands that the final invoice must be accompanied by written, documented support of the charges for requested reimbursement of grant funds; a final report (prepared in accordance with the final report template to be sent to grantee after NTP is issued); and all outstanding deliverables in order to receive final payment and have retained funds released.

☐ Yes  ☐ No  The applicant understands that to be considered eligible for funding, a resolution complying with the requirements of Board Policy No. 035, Section 4.1, must be submitted to SANDAG at least two weeks prior to the recommendation by the Regional Planning Committee of the list of prioritized project proposals. SANDAG will provide applicants with advance notice of the Regional Planning Committee’s anticipated meeting date.

☐ Yes  ☐ No  The applicant agrees to submit all project data/information to SANDAG in a format compatible with the regional management database.

I have the authorization to submit this proposal (Grant Application Form and required supplementary materials) on behalf of my organization.

Applicant Name/Title (print or type)  

Applicant Signature  Date  

CFP for the Ninth Cycle of the TransNet EMP Land Management Grant Program – Species and Habitat Recovery Grant Application Form
FOR INFORMATION ONLY DO NOT FILL OUT

TransNet ENVIRONMENTAL MITIGATION PROGRAM CYCLE 9
SAMPLE GRANT AGREEMENT [AGREEMENT NUMBER] BETWEEN
THE SAN DIEGO ASSOCIATION OF GOVERNMENTS
AND [INSERT NAME] REGARDING [INSERT DESCRIPTION]

THIS GRANT AGREEMENT (“Agreement”) is made this [Day] day of [Month], [Year], by and between the San Diego Association of Governments (“SANDAG”), 401 B Street, Suite 800, San Diego, California, and [Land Management Organization], (“Grantee”), [address]. This Agreement expires on [Month] [Day], [Year], unless amended in writing by mutual agreement of the parties.

The following recitals are a substantive part of this Agreement:

A. The TransNet Extension Ordinance, which became effective April 1, 2008, contains provisions for the creation of an Environmental Mitigation Program (EMP).

B. The SANDAG Board of Directors has allocated EMP monies to a Regional Habitat Conservation Fund, and awards these monies through a competitive grant process to provide funding for regional habitat management and monitoring activities.

C. On [Month] [Day], [Year], SANDAG issued a request for proposals from entities wishing to apply for a portion of the TransNet EMP Regional Habitat Conservation funds for use on environmental land management grant projects meeting certain criteria.

D. On [Month] [Day], [Year], the Board of Directors approved the award of $2.0 million in TransNet EMP Regional Habitat Conservation funds for this Cycle 9 program.

E. Grantee successfully applied for EMP Regional Habitat Conservation funds for the following project: [Project Name] (“Project”).

F. The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Grantee with funding to implement the Project (“TransNet Ordinance Assistance”).

G. Although SANDAG will be providing financial assistance to Grantee to support the Project, SANDAG will not take an active role in managing the Project or retain substantial control over any portion of the Project. Therefore, this Agreement is characterized as a funding agreement rather than a cooperative agreement.

H. In January 2010, the SANDAG Board of Directors approved Board Policy No. 035, Competitive Grant Program Procedures (“Board Policy No. 035”), which is included as Exhibit D. This grant award, Agreement and the Grantee’s performance thereunder is subject to Board Policy No. 035, which includes multiple “use it or lose it” provisions.

NOW, THEREFORE, it is agreed as follows:

I. DEFINITIONS

A. Application means the signed and dated grant application, including any amendment thereto, with all explanatory, supporting, and supplementary documents filed with SANDAG
by or on behalf of the Grantee and accepted or approved by SANDAG. All of Grantee’s application materials, not in conflict with this Agreement, are hereby incorporated into this Agreement as though fully set forth herein.

B. Agreement means this grant agreement, together with all attachments hereto, which are hereby incorporated into this Agreement and which contain additional terms and conditions that are binding upon the parties.

C. Approval, Authorization, Concurrence, Waiver means a conscious written statement (transmitted in typewritten hard copy or electronically) of a SANDAG official authorized to permit the Grantee to take or omit an action required by this Agreement, which action may not be taken or omitted without such permission. Except to the extent that SANDAG determines otherwise in writing, such approval, authorization, concurrence, or waiver permitting the performance or omission of a specific action does not constitute permission to perform or omit other similar actions. An oral permission or interpretation has no legal force or effect. (See also Notice to Proceed, below at Paragraph G in this Section)

D. Approved Project Budget means the most recent statement of the costs of the Project, the maximum amount of assistance from SANDAG for which the Grantee is currently eligible, the specific tasks (including specific contingencies) covered, and the estimated cost of each task that has been approved by SANDAG.

E. Grantee means that, even if a single organization or division within a legal entity has executed this Agreement as the Grantee, the entire legal entity is the Grantee. If the Grantee is a consortium, partnership, or other multi-party entity, each participant in, member of, or party to that consortium, partnership, or multi-party entity is deemed “Grantee” for purposes of compliance with applicable requirements of the Agreement for the Project.

Note to SANDAG Contracts Staff: Please complete Section F. “Maximum Percentage of SANDAG Participation” only if grantee committed matching funds in its grant application. If grantee did not commit matching funds in its application, please delete Section F, and adjust the Section letters, below, accordingly. Thank you.

F. Maximum Percentage of SANDAG Participation

Grantee submitted an application and was evaluated based on its representation that it would provide matching funds for the Project. Grantee agrees to provide ___ percent, or $_______ of the Approved Project Budget as matching funds from resources other than the EMP Regional Habitat Conservation funds. Therefore, the maximum percentage that SANDAG will pay Grantee for amounts invoiced under this Agreement is _____ percent, or $_______, whichever is the lesser of these two amounts.

G. Notice to Proceed means a written notice from SANDAG issued to the Grantee authorizing the Grantee to proceed with all or a portion of the work described in the Scope of Work. Grantee shall not proceed with the work, and shall not be eligible to receive payment for work performed, prior to SANDAG’s issuance of a Notice to Proceed.

H. Subgrantee means any contractor or consultant, at any tier, paid directly or indirectly with funds flowing from this Agreement for the Project.
II. PROJECT IMPLEMENTATION

A. General

The Grantee agrees to carry out the Project as follows:

1. Project Description

Grantee agrees to perform the work as described in the Scope of Work attached as Exhibit A.

2. Effective Date

The effective date of the Agreement or any amendment thereto is the date on which this Agreement is fully executed. The Grantee agrees to undertake Project work promptly after receiving a Notice to Proceed.

3. Grantee's Capacity

The Grantee agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (a) plan, manage, and complete the Project and provide for the use of any Project property; (b) carry out the safety and security aspects of the Project, and (c) comply with the terms of the Agreement and all applicable laws, regulations, and policies pertaining to the Project and the Grantee, including but not limited to the TransNet Ordinance.

4. Project Schedule

The Grantee agrees to complete the Project in a timely manner. Nevertheless, SANDAG and the Grantee agree that milestone dates and other Project completion dates set forth in the Project Schedule attached hereto as Exhibit B are to be treated as good faith estimates rather than precise and firm legal requirements. Changes to Exhibit B or any other Exhibit to the Agreement, shall require written approval from SANDAG and compliance with Board Policy No. 035.

5. Use It or Lose It Policy

Grantee agrees to comply with Board Policy No. 035, attached hereto as Exhibit D. The Project is subject to any amendments to Board Policy No. 035 occurring after the execution of the Agreement, which are incorporated herein by reference.

6. Media and Community Outreach Coordination

The Grantee agrees to notify SANDAG of any media and community outreach efforts, including presentations to community groups, other agencies, and elected officials. The Grantee agrees to assist SANDAG with media or community events related to the grant-funded project, such as ground breakings, and ribbon cuttings, and community workshops. Press materials shall be provided to SANDAG staff before they are distributed. SANDAG and TransNet logos should be included in press materials and other project collateral, but may never be included in such documents without advance approval from SANDAG.
As part of the quarterly reports submitted to SANDAG, the Grantee agrees to provide project milestone information to support media and communications efforts. This includes before and after photos, project milestone photos, and photos taken throughout different planning or construction phases and throughout the length of the project. The photos should be high resolution (at least 4 inches by 6 inches with a minimum of 300 pixels per inch) and contain captions with project descriptions, dates, locations, and the names of those featured, if appropriate. Before and after photos should be taken from similar angles to showcase how a particular area has been transformed over time, or photos of plans (for planning projects) should be provided from various angles. SANDAG reserves the right to use the information provided by the Grantee for any combination of the following: social media posts, online photo albums, videos, press releases, PowerPoint presentations, web updates, newsletters, and testimonials. The Grantee agrees to release the rights to these photos to SANDAG.

B. Application of Laws

Should a federal or state law pre-empt a local law, regulation, or the TransNet Ordinance, the Grantee must comply with the federal or state law and implementing regulations. No provision of the Agreement requires the Grantee to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of federal, state, territorial, or local law, regulation, or ordinance. If compliance with any provision of the Agreement violates or would require the Grantee to violate any law, the Grantee agrees to notify SANDAG immediately in writing. Should this occur, SANDAG and the Grantee agree that they will make appropriate arrangements to proceed with or, if necessary, terminate the Project or affected portions thereof expeditiously.

C. Notice Regarding Prevailing Wages

SANDAG's EMP grants are funded with TransNet revenues consistent with the TransNet Extension Ordinance adopted by the voters in November 2004 (SANDAG Ordinance 04-01). Although SANDAG Ordinance 04-01 does not require payment of prevailing wages, California law may require that Grantee’s public works projects pay prevailing wages for workers. Grantee acknowledges that SANDAG has strongly encouraged Grantee to seek legal counsel regarding whether the Project will be subject to prevailing wage laws consistent with Labor Code Section 1720, et seq. This Agreement requires Grantee’s compliance with all federal, state, and local laws and ordinances as applicable.

D. Significant Participation by a Subgrantee

Although the Grantee may delegate any or almost all Project responsibilities to one or more subgrantees, the Grantee agrees that it, rather than any subgrantee, is ultimately responsible for compliance with all applicable laws, regulations, and compliance with this Agreement.

E. Third-Party Contracting

1. Grantee shall not award contracts over $3,000 on the basis of a noncompetitive procurement for work to be performed under this Agreement without the prior written approval of SANDAG. Contracts awarded by Grantee, if intended as local
match credit, must meet the requirements set forth in this Agreement regarding local match funds.

2. Any subagreement, lease, third-party contract or other legally binding document entered into by Grantee as a result of this Agreement shall mandate that travel and per diem reimbursements and third party contract reimbursements to subgrantees, lessees or third party contractors will be allowable as Project costs only after those costs are incurred and paid for by the subgrantee, lessee or third party contractor and only to the extent they do not exceed the rates found at: www.dot.ca.gov/hq/asc/travel/ch12.htm.

F. **Grantee's Responsibility to Extend Agreement Requirements to Other Entities**

1. **Entities Affected**

   Grantee agrees to take appropriate measures necessary to ensure that all Project participants comply with all applicable federal laws, regulations, and policies affecting Project implementation. In addition, if an entity other than the Grantee is expected to fulfill any responsibilities typically performed by the Grantee, the Grantee agrees to assure that the entity carries out the Grantee’s responsibilities as set forth in this Agreement.

2. **Documents Affected**

   The applicable provisions of laws, regulations, and policies determine the extent to which those provisions affect an entity (such as a subgrantee) participating in the Project through the Grantee. Thus, the Grantee agrees to use a written document to ensure that each entity participating in the Project complies with applicable laws, regulations, and policies.

   a. **Required Clauses**

      The Grantee agrees to use a written document (such as a subagreement, lease, third-party contract or other legally binding document) including all appropriate clauses stating the entity's responsibilities under applicable laws, regulations, or policies.

   b. **Flowdown**

      The Grantee agrees to include in each document (subagreement, lease, third-party contract, or other) any necessary provisions requiring the Project participant (third-party contractor, subgrantee, or other) to impose applicable laws, Agreement requirements and directives on its subgrantees, lessees, third-party contractors, and other Project participants at the lowest tier necessary.

G. **No SANDAG Obligations to Third Parties**

   In connection with the Project, the Grantee agrees that SANDAG shall not be subject to any obligations or liabilities to any subgrantee, lessee, third-party contractor, or other person or entity that is not a party to the Agreement for the Project. Notwithstanding that SANDAG
may have concurred in or approved any solicitation, subagreement, lease, or third-party contract at any tier, SANDAG has no obligations or liabilities to any entity, including any subgrantee, lessee, or third-party contractor at any tier, other than the Grantee.

H. **Changes in Project Performance (i.e., Disputes, Breaches, Defaults, or Litigation)**

The Grantee agrees to notify SANDAG immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect the Grantee's ability to perform the Project in accordance with the terms of the Agreement, and as required by Board Policy No. 035. The Grantee also agrees to notify SANDAG immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect SANDAG's interests in the Project; and agrees to inform SANDAG, also in writing, before naming SANDAG as a party to litigation for any reason, in any forum. At a minimum, the Grantee agrees to send each notice to SANDAG required by this subsection to SANDAG's Office of General Counsel.

I. **Standard of Care**

The Grantee expressly warrants that the work to be performed pursuant to this Agreement shall be performed in accordance with the applicable standard of care. Where approval by SANDAG, the Executive Director, or other representative of SANDAG is indicated in the Scope of Work, it is understood to be conceptual approval only and does not relieve the Grantee of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Grantee or its subgrantees.

III. **ETHICS [For Federal agency grantees, this section may be subject to modification]**

A. **Grantee Code of Conduct/Standards of Conduct**

The Grantee agrees to maintain a written code of conduct or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of subagreements, leases, or third-party contracts supported with TransNet Ordinance Assistance. The Grantee agrees that its code of conduct or standards of conduct shall specify that its officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential subgrantee, lessee, or third-party contractor at any tier or agent thereof. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in an entity competing for award. The Grantee may set de minimis rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Grantee agrees that its code of conduct or standards of conduct shall also prohibit its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or appearance of personal gain. As permitted by state or local law or regulations, the Grantee agrees that its code of conduct or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, board members, or their agents, or its third-party contractors or subgrantees or their agents.
1. **Personal Conflicts of Interest**

The Grantee agrees that its code of conduct or standards of conduct shall prohibit the Grantee's employees, officers, board members, or agents from participating in the selection, award, or administration of any third-party contract or subagreement supported by *TransNet* Ordinance Assistance if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in a firm competing for award.

2. **Organizational Conflicts of Interest**

The Grantee agrees that its code of conduct or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third-party contractor or subgrantee or impair its objectivity in performing the contract work.

**B. SANDAG Code of Conduct**

SANDAG has established policies concerning potential conflicts of interest. These policies apply to Grantee. For all awards by SANDAG, any practices which might result in unlawful activity are prohibited including, but not limited to, rebates, kickbacks, or other unlawful considerations. SANDAG staff is specifically prohibited from participating in the selection process when those staff have a close personal relationship, family relationship, or past (within the last 12 months), present, or potential business or employment relationship with a person or business entity seeking a contract. It is unlawful for any contract to be made by SANDAG if any individual board member or staff has a prohibited financial interest in the contract. Staff also is prohibited from soliciting or accepting gratuities from any organization seeking funding from SANDAG. SANDAG’s officers, employees, agents, and board members shall not solicit or accept gifts, gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to subagreements. By signing this Agreement, Grantee affirms that it has no knowledge of an ethical violation by SANDAG staff or Grantee. If Grantee has any reason to believe a conflict of interest exists with regard to the Agreement or the Project, it should notify the SANDAG Office of General Counsel immediately.

**C. Bonus or Commission**

The Grantee affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its *TransNet* Ordinance Assistance application for the Project.

**D. False or Fraudulent Statements or Claims**

The Grantee acknowledges and agrees that by executing the Agreement for the Project, the Grantee certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project.
IV. Amount of Funding Assistance

The Grantee agrees that SANDAG will provide TransNet Ordinance Assistance for the Project equal to the smallest of the following amounts: (a) the “Maximum SANDAG Amount Approved” of $___________, or (b) the amount calculated in accordance with the “Maximum Percentage(s) of SANDAG Participation,” which is ___ percent. SANDAG’s responsibility to make payments under this Agreement is limited to the amounts listed in the Approved Project Budget for the Project.

Grantee’s estimate in its application for funding from SANDAG for the Project is the amount that forms the basis upon which SANDAG determines the “Maximum SANDAG Amount Awarded” and “Maximum Percentage(s) of SANDAG Participation.”

Note to SANDAG Contracts Staff: If grantee did not commit matching funds in the grant application, please delete Section V. “Matching Funds” from the agreement, and renumber following sections accordingly. Thank you.

V. MATCHING FUNDS

Grantee has proposed to provide matching funds for the Project and therefore agrees as follows:

A. Duty to Obtain Matching Funds

The Grantee agrees to provide sufficient funds or approved in-kind resources, together with the TransNet Ordinance Assistance awarded, that will assure payment of the actual cost of each Project activity covered by the Agreement for the Project. The amount of matching funds and percentage(s) of matching funds Grantee shall provide are set forth in the Approved Project Budget. The Grantee agrees to complete all proceedings necessary to provide its share of the Project costs at or before the time the matching funds are needed for Project costs.

B. Prompt Payment of Matching Funds

The Grantee agrees to provide the proportionate amount of the matching funds promptly as it incurs Project costs or Project costs become due.

C. Reduction of Matching Funds

The Grantee agrees that no refund or reduction of the amount of matching funds may be made unless, at the same time, a reduction of the proportional amount of the TransNet Ordinance Assistance provided is made to SANDAG in order to maintain the Maximum Percentage(s) of SANDAG Participation.

VI. APPROVED PROJECT BUDGET

The Grantee and SANDAG have agreed to a Project budget that is designated the “Approved Project Budget.” The Grantee will incur obligations and make disbursements of Project funds only as authorized by the Approved Project Budget. An amendment to the Approved Project Budget requires the issuance of a formal amendment to the Agreement, unless the reallocation of funds among budget items or fiscal years does not increase the total amount of the TransNet Ordinance Assistance awarded for the Project, does not negatively impact the benefits obtained from the Project and is consistent with applicable laws, regulations, and policies. However, a formal amendment to the Agreement is required for all amendments to the Approved Project Budget once
cumulative transfers of funds among budget items or fiscal years exceed 10 percent of the total budget. Prior SANDAG approval is still required for transfers of funds between non-construction and construction categories or when, in non-construction grants, cumulative transfers of funds between budget items or fiscal years amount to less than 10 percent of the total budget.

VII. PAYMENTS

A. Grantee's Request for Payment When Matching Funds Are Required

The Grantee will demonstrate or certify that it will provide adequate matching funds such that, when combined with payments from SANDAG, will cover all costs to be incurred for the Project. Except to the extent that SANDAG determines, in writing, that the Grantee may defer its provision of matching funds for the Project, a Grantee is required under the terms of this Agreement to provide matching funds for the Project and agrees that it will not:

1. Request or obtain matching funds exceeding the amount justified by the matching share previously provided, or

2. Take any action that would cause the proportion of TransNet Ordinance Assistance made available to the Project at any time to exceed the percentage authorized by the Agreement for the Project.

B. Payment by SANDAG

Upon receiving a request for payment and adequate supporting information, SANDAG will make payment for eligible amounts to Grantee within 30 days if Grantee has complied with the requirements of the Agreement, has satisfied SANDAG that the TransNet Ordinance Assistance requested is needed for Project purposes in that requisition period, and is making adequate progress toward Project completion consistent with Board Policy No. 035. After the Grantee has demonstrated satisfactory compliance with the preceding requirements, SANDAG may reimburse the Grantee’s apparent allowable costs incurred (or to be incurred in the requisition period), as set forth in the Approved Project Budget for the Project. Grantee shall use the Sample Invoice Template, attached hereto as Exhibit E, when submitting invoices to SANDAG. [For federal agency grantees, the following sentence will be removed] SANDAG shall retain 10 percent from the amounts invoiced until satisfactory completion of work. SANDAG shall promptly release retention amounts to Grantee following Grantee’s satisfactory completion of work, receipt of Grantee’s final invoice and all required documentation.

C. Costs Reimbursed

The Grantee agrees that Project costs eligible for TransNet Ordinance Assistance must comply with all the following requirements, unless SANDAG determines otherwise in writing. To be eligible for reimbursement, Project costs must be:

1. Consistent with the Project Description, the Approved Project Budget, and other provisions of the Agreement

2. Necessary in order to accomplish the Project

3. Reasonable for the goods or services purchased
4. Actual net costs to the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred, excluding program income)

5. Incurred for work performed after the Effective Date of the Agreement, and following Grantee’s receipt of a Notice to Proceed from SANDAG

6. Satisfactorily documented

7. Treated consistently in accordance with accounting principles and procedures approved by SANDAG for the Grantee, and with accounting principles and procedures approved by the Grantee for its third-party contractors and subgrantees

8. Eligible for TransNet Ordinance Assistance as part of the EMP

9. Indirect Costs are only allowable with prior SANDAG approval. Grantee must submit the following documentation as part of the grant proposal: (1) an indirect cost allocation audit approved by a qualified independent auditor or (2) the proposed method for allocating indirect costs is in accordance with OMB guidelines. Indirect cost allocation plans must be reviewed and renewed annually.

D. Excluded Costs

1. In determining the amount of TransNet Ordinance Assistance SANDAG will provide for the Project, SANDAG will exclude:

   a. Any Project cost incurred by the Grantee before the Effective Date of the Agreement or applicable Amendment thereto

   b. Any cost that is not included in the latest Approved Project Budget

   c. Any cost for Project property or services received in connection with a subagreement, lease, third-party contract, or other arrangement that is required to be, but has not been, concurred in or approved in writing by SANDAG

   d. Any cost ineligible for SANDAG participation as provided by applicable laws, regulations, or policies

2. The Grantee understands and agrees that payment to the Grantee for any Project cost does not constitute SANDAG’s final decision about whether that cost is allowable and eligible for payment under the Project and does not constitute a waiver of any violation by the Grantee of the terms of the Agreement for the Project. The Grantee acknowledges that SANDAG will not make a final determination about the allowability and eligibility of any cost until the final payment has been made on the Project or the results of an audit of the Project requested by SANDAG or its Independent Taxpayers’ Oversight Committee (ITOC) has been completed, whichever occurs latest. If SANDAG determines that the Grantee is not entitled to receive any portion of the TransNet Ordinance Assistance requested or paid, SANDAG will notify the Grantee in writing, stating its reasons. The Grantee agrees that Project closeout will not alter the Grantee’s responsibility to return any funds due to SANDAG as a
result of later refunds, corrections, or other similar transactions; nor will Project closeout alter SANDAG’s right to disallow costs and recover funds provided for the Project on the basis of a later audit or other review.

E. Federal Claims, Excess Payments, Disallowed Costs, including Interest

1. Grantee’s Responsibility to Pay

Upon notification to the Grantee that specific amounts are owed to SANDAG, whether for excess payments of TransNet Ordinance Assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Grantee agrees to promptly remit to SANDAG the amounts owed, including applicable interest, penalties, and administrative charges.

VIII. ACCOUNTING RECORDS

In compliance with applicable laws, regulations, and policies, the Grantee agrees as follows:

A. Project Accounts

The Grantee agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The Grantee also agrees to maintain all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to the Project so that they may be clearly identified, readily accessible, and available to SANDAG upon request and, to the extent feasible, kept separate from documents not related to the Project.

B. Documentation of Project Costs and Program Income

Except to the extent that SANDAG determines otherwise, in writing, the Grantee agrees to support all costs charged to the Project, including any approved services or property contributed by the Grantee or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges, including adequate records to support the costs the Grantee has incurred underlying any payment SANDAG has agreed to participate in based upon a “payable” milestone.

IX. Reporting, Record Retention, and Access

A. Types of Reports

The Grantee agrees to submit to SANDAG all reports required by law and regulation, policy, this Agreement, and any other reports SANDAG may specify.

B. Report Formats

The Grantee agrees that all reports and other documents or information intended for public availability developed in the course of the Project and required to be submitted to SANDAG must be prepared and submitted in electronic and/or typewritten hard copy formats, as SANDAG may specify. SANDAG reserves the right to specify that records be submitted in particular formats.
C. Record Retention

During the course of the Project and for three years thereafter from the date of transmission of the final expenditure report, the Grantee agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the Project as SANDAG may require.

D. Access to Records of Grantees and Subgrantees

The Grantee agrees to permit, and require its subgrantees to permit, SANDAG or its authorized representatives, upon request, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee and its subgrantees pertaining to the Project.

E. Project Closeout

The Grantee agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.

F. Quarterly Reports

It shall be the responsibility of Grantee to advise SANDAG on a quarterly basis of the progress of its work, expenditures incurred, and information regarding whether the Project is projected to comply with the fee payment schedule and Project budget limits. The quarterly progress report shall be submitted in writing to SANDAG within three weeks after the periods covering January 1 to March 31; April 1 to June 30; July 1 to September 30; and October 1 to December 31. Grantee shall document the progress and results of work performed under this Agreement to the satisfaction of SANDAG and, if applicable, to the satisfaction of any government agency as directed by SANDAG. This may include progress and final reports, plans, specifications, estimates, or other evidence of attainment of the Agreement objectives, which are requested by SANDAG or ITOC. Grantee may be required to attend meetings of SANDAG staff and committees, including but not limited to ITOC, the Regional Planning Committee, and the SANDAG Board of Directors, to report on its progress and respond to questions.

X. PROJECT COMPLETION, AUDIT, SETTLEMENT, AND CLOSEOUT

A. Project Completion

Within 90 calendar days following Project completion or termination by SANDAG, the Grantee agrees to submit a final certification of Project expenses and audit reports, as applicable.

B. Audit of Grantee

The Grantee agrees to have financial and compliance audits performed as SANDAG may require. If performed, these financial and compliance audits must comply with the provisions of OMB Circular A-133, dated March 2014, and any further revision or supplement thereto. The Grantee also agrees to obtain any other audits required by SANDAG. The Grantee agrees that these audits will be conducted in accordance with U.S. Government Accountability Office “Generally Accepted Government Auditing Standards.” The Grantee agrees that Project closeout will not alter the Grantee’s audit responsibilities. Audit costs are allowable Project costs.
C. **Performance Audit**

The Grantee agrees to cooperate with SANDAG or ITOC with regard to any performance audit that is performed on the Project pursuant to the TransNet Ordinance.

D. **Project Closeout**

Project closeout occurs when SANDAG notifies the Grantee that SANDAG has closed the Project, and either forwards the final TransNet Ordinance Assistance payment or acknowledges that the Grantee has remitted the proper refund. The Grantee agrees that Project closeout by SANDAG does not invalidate any continuing requirements imposed by the Agreement or any unmet requirements set forth in a written notification from SANDAG.

XI. **TIMELY PROGRESS AND RIGHT OF SANDAG TO TERMINATE**

A. Grantee shall make diligent and timely progress toward completion of the Project within the timelines set forth in the Project Schedule (Exhibit C) and consistent with Board Policy No. 035. If timely progress is not achieved, SANDAG may review the status of the Project to determine if the funds should be reallocated to another eligible project. Grantee understands and agrees that any failure to make reasonable progress on the Project or violation of the Agreement that endangers substantial performance of the Project shall provide sufficient grounds for SANDAG to terminate the Agreement for the Project.

B. Upon written notice, the Grantee agrees that SANDAG may suspend or terminate all or any part of the TransNet Ordinance Assistance to be provided for the Project if the Grantee has violated the terms of this Agreement, or if SANDAG determines that the purpose of the laws or policies authorizing the Project would not be adequately served by the continuation of TransNet Ordinance Assistance for the Project.

C. In general, termination of TransNet Ordinance Assistance for the Project will not invalidate obligations properly incurred by the Grantee before the termination date to the extent those obligations cannot be canceled. If, however, SANDAG determines that the Grantee has misused TransNet Ordinance Assistance by failing to make adequate progress, failing to make reasonable and appropriate use of Project property, or failing to comply with the terms of this Agreement, SANDAG reserves the right to require the Grantee to refund the entire amount of TransNet Ordinance Assistance provided for the Project or any lesser amount as SANDAG may determine.

D. Expiration of any Project time period established in the Project Schedule will not, by itself, automatically constitute an expiration or termination of this Agreement for the Project; however, Grantee must request and SANDAG may agree to amend the contract if the Project Schedule will not be met. An amendment to the Project Schedule may be made at SANDAG's discretion, consistent with Board Policy No. 035, if Grantee provides documentation that the Project is delayed due to factors external to the control of Grantee.

XII. **CIVIL RIGHTS**

The Grantee agrees to comply with all applicable civil rights laws, regulations, and policies and shall include the provisions of this Section XII in each subagreement, lease, third-party contract or other
legally binding document to perform work funded by this Agreement. Applicable civil rights laws, regulations and policies include, but are not limited to, the following:

A. **Nondiscrimination**

SANDAG implements its programs without regard to income level, disability, race, color, and national origin in compliance with the Americans with Disabilities Act and Title VI of the Civil Rights Act. Grantee shall prohibit discrimination on these grounds, notify the public of their rights under these laws, and utilize a process for addressing complaints of discrimination. Furthermore, Grantee shall make the procedures for filing a complaint available to members of the public and will keep a log of all such complaints. Grantee must notify SANDAG immediately if a complaint is lodged that relates to the Project or program funded by this grant.

B. **Equal Employment Opportunity**

During the performance of this Agreement, Grantee and all of its subcontractors, if any, shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, denial of pregnancy disability leave, veteran status, or sexual orientation. Grantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by this reference and are made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

XIII. **OWNERSHIP OF WORK PRODUCT**

SANDAG shall own any deliverables created in whole or in part for SANDAG's benefit pursuant to the Scope of Work for the Project. The term “deliverables” includes, but is not limited to, all original drawings, reports, photos, and other documents, including detailed calculations and other work product developed for the Project or services performed on the Project.

XIV. **DISPUTES AND VENUE**

A. **Choice of Law**

This Agreement shall be interpreted in accordance with the laws of the State of California.

B. **Dispute Resolution Process**

In the event Grantee has a dispute with SANDAG during the performance of this Agreement, Grantee shall continue to perform unless SANDAG informs Grantee in writing
to cease performance. The dispute resolution process for disputes arising under this Agreement shall be as follows:

Grantee shall submit a statement of the grounds for the dispute, including all pertinent dates, names of persons involved, and supporting documentation, to SANDAG’s Project Manager. The Project Manager and other appropriate SANDAG staff will review the documentation in a timely manner and reply to Grantee within 20 calendar days. Upon receipt of an adverse decision by SANDAG, Grantee may submit a request for reconsideration to SANDAG’s Executive Director. The request for reconsideration must be received within ten calendar days from the postmark date of SANDAG’s reply. The Executive Director will respond to the request for reconsideration within ten working days. The written decision of the Executive Director shall be final.

C. Venue

If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney’s fees, litigation and collection expenses, witness fees, and court costs as determined by the court.

XV. ASSIGNMENT

Grantee shall not assign, sublet, or transfer (whether by assignment or novation) this Agreement or any rights under or interest in this Agreement.

XVI. INSURANCE

Grantee shall procure and maintain during the period of performance of this Agreement, and for 12 months following completion, policies of insurance from insurance companies authorized to do business in the State of California or the equivalent types and amounts of self-insurance, as follows:

A. General Liability

Combined single limit of $1,000,000 per occurrence and $2,000,000 general aggregate for personal and bodily injury, including death, and broad form property damage. The policy must include an acceptable “Waiver of Transfer Rights of Recovery Against Others Endorsement.” The policy must name SANDAG as an additional insured in the endorsement. A deductible or retention may be utilized, subject to approval by SANDAG.

B. Automobile Liability

For personal and bodily injury, including death, and property damage in an amount not less than $1,000,000.

C. Workers’ Compensation and Employer’s Liability

Policy must comply with the laws of the State of California. The policy must include an acceptable “Waiver of Right to Recover from Others Endorsement” naming SANDAG as an additional insured.
D. **Other Requirements**

Grantee shall furnish satisfactory proof by one or more certificates (original copies) that it has the foregoing insurance. The insurance shall be provided by an acceptable insurance provider, as determined by SANDAG, which satisfies the following minimum requirements:

1. An insurance carrier qualified to do business in California and maintaining an agent for service of process within the state. Such insurance carrier shall maintain a current A.M. Best rating classification of “A-” or better, and a financial size of “$10 million to $24 million (Class V) or better,” or

2. An insurance carrier qualified to do business in California and a policy provision for an agent for service of process in California.

Certificates of Insurance (COI) shall be filed with SANDAG. These policies shall be primary insurance as to SANDAG so that any other coverage held by SANDAG shall not contribute to any loss under Grantee’s insurance. Insurance policies shall not be canceled without first giving thirty days advance written notice to SANDAG. For purposes of this notice requirement, any material change in the policy prior to its expiration shall be considered a cancellation.

E. **Insurance Certificate Submittal**

Grantee shall submit proof of insurance directly to SANDAG. If Grantee is a self-insured entity, Grantee will work directly with SANDAG regarding all insurance coverage. If Grantee is not a self-insured entity, SANDAG will use myCOI to track and verify insurance coverage. The Agreement between Grantee and SANDAG shall not be executed unless Grantee is registered with myCOI and compliant (COIs have been received). Grantee shall ensure its insurance agent(s) will comply with requests for updated information from myCOI. Grantee is responsible for ensuring that its agents send SANDAG updated certificates of insurance throughout the term of the Agreement via myCOI. Grantee shall include the Agreement number and/or task order number on all insurance-related correspondence submitted to myCOI (i.e., the insurance certificate itself).

[For federal agencies, the following language will be used in place of the language above:

The [name of federal agency] is self-insured. Its employees are compensated for injuries on the job by the Federal Employees’ Compensation Act, codified as 5 U.S.C. 8101 et seq.

XVII. **INDEMNIFICATION AND HOLD HARMLESS**

A. **Generally**

With regard to the Grantee’s performance in connection with or incidental to the Project, the Grantee agrees to defend, indemnify, protect, and hold SANDAG and its Board of Directors, agents, officers, and employees harmless from and against any and all claims, including, but not limited to, prevailing wages claims against the Project, asserted or established liability for damages or injuries to any person or property, including injury to the Grantee’s or its subgrantees’ employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of the Grantee and its subgrantees and their agents, officers, or
employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney fees and costs; provided, however, that the Grantee’s duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of SANDAG, its Board of Directors, agents, officers, or employees.

B. **Intellectual Property**

Upon request by SANDAG, the Grantee agrees to indemnify, save, and hold harmless SANDAG and its Board of Directors, officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Grantee shall not be required to indemnify SANDAG for any such liability caused solely by the wrongful acts of SANDAG employees or agents.

XVIII. **INDEPENDENT CONTRACTOR**

A. **Status of Grantee**

Grantee shall perform the services provided for within this Agreement as an independent contractor, and not as an employee of SANDAG. Grantee shall be under the control of SANDAG as to the result to be accomplished and not the means, and shall consult with SANDAG as provided for in the Scope of Work. The payments made to Grantee pursuant to this Agreement shall be the full and complete compensation to which Grantee is entitled. SANDAG shall not make any federal or state tax withholdings on behalf of Grantee. SANDAG shall not be required to pay any workers’ compensation insurance on behalf of Grantee. Grantee agrees to indemnify SANDAG for any tax, retirement contribution, social security, overtime payment, or workers’ compensation payment which SANDAG may be required to make on behalf of Grantee or any employee of Grantee for work done under this Agreement.

B. **Actions on behalf of SANDAG**

Except as SANDAG may specify in writing, Grantee shall have no authority, express or implied, to act on behalf of SANDAG in any capacity whatsoever, as an agent or otherwise. Grantee shall have no authority, express or implied, to bind SANDAG or its members, agents, or employees, to any obligation whatsoever, unless expressly provided for in this Agreement.

XIX. **INTEGRATION**

This Agreement represents the entire understanding of SANDAG and Grantee as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by SANDAG and the Grantee.
XX. SEVERABILITY

If any provision of this Agreement is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable laws or regulations.

XXI. NOTICE

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

San Diego Association of Governments
Attention: Sarah Pierce
401 B Street, Suite 800
San Diego, CA 92101

Grantee:
Attention: [Grantee Project Manager]
[Grantee's Address]
[City, State, ZIP]

and shall be effective upon receipt thereof.

XXII. SIGNATURES

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

SAN DIEGO ASSOCIATION OF GOVERNMENTS

KIM KAWADA
Chief Deputy Executive Director

APPROVED AS TO FORM:

Office of General Counsel
<table>
<thead>
<tr>
<th>Task No.</th>
<th>Task Name</th>
<th>Task Description</th>
<th>Quantifiable Results / Deliverables</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of Task</td>
<td>Describe Task</td>
<td>List the quantifiable results and deliverables</td>
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Grantee agrees to submit invoices to SANDAG on a quarterly basis within three weeks after the period covering January 1 to March 31; within three weeks after the period covering April 1 to June 30; within three weeks after the period covering July 1 to September 30; and within three weeks after the period covering October 1 to December 31; covering the costs of the work done by task during that time period. Invoices should include backup material on the matching funds and the requested TransNet funds.

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<thead>
<tr>
<th>Task No.</th>
<th>Task Name</th>
<th>Year 1 Grant Amount</th>
<th>Year 1 Matching Funds(^1)</th>
<th>Year 2 Grant Amount</th>
<th>Year 2 Matching Funds(^1)</th>
<th>Year 3 Grant Amount</th>
<th>Year 3 Matching Funds(^1)</th>
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<th>Total Matching Funds</th>
<th>Total Project Cost</th>
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### EXHIBIT C
PROJECT SCHEDULE

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<th>Task No.</th>
<th>Task Name</th>
<th>Start Date</th>
<th>Months Needed to Complete Task</th>
<th>Task End Date</th>
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<td>&quot;n&quot; MM/DD/YYYY</td>
<td>&quot;n&quot;</td>
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<td>Administration</td>
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<td>MM/DD/YYYY</td>
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Assumes Notice to Proceed (NTP) is Fall 2018.
COMPETITIVE GRANT PROGRAM PROCEDURES

Applicability and Purpose of Policy

This Policy applies to all grant programs administered through SANDAG, whether from TransNet or another source, including but not limited to the Smart Growth Incentive Program, Environmental Mitigation Program, Bike and Pedestrian Program, Senior Mini Grant Program, Federal Transit Administration grant programs, and Active Transportation Grant Program.

Nothing in this Policy is intended to supersede federal or state grant rules, regulations, statutes, or contract documents that conflict with the requirements in this Policy. There are never enough government grant funds to pay for all of the projects worthy of funding in the San Diego region. For this reason, SANDAG awards grant funds on a competitive basis that takes the grantees’ ability to perform their proposed project on a timely basis into account. SANDAG intends to hold grantees accountable to the project schedules they have proposed in order to ensure fairness in the competitive process and encourage grantees to get their projects implemented quickly so that the public can benefit from the project deliverables as soon as possible.

Procedures

1. Project Milestone and Completion Deadlines

   1.1. When signing a grant agreement for a competitive program funded and/or administered by SANDAG, grant recipients must agree to the project delivery objectives and schedules in the agreement. In addition, a grantee’s proposal must contain a schedule that falls within the following deadlines. Failure to meet the deadlines below may result in revocation of all grant funds not already expended. The final invoice for capital, planning, or operations grants must be submitted prior to the applicable deadline.

   1.1.1. Funding for Capital Projects. If the grant will fund a capital project, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary construction contract must be awarded within two years following execution of the grant agreement, and construction must be completed within eighteen months following award of the construction contract. Completion of construction for purposes of this policy shall be when the prime construction contractor is relieved from its maintenance responsibilities. If no construction contract award is necessary, the construction project must be complete within eighteen months following execution of the grant agreement.

   1.1.2. Funding for Planning Grants. If the grant will fund planning, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary consultant contract must be awarded within one year following
execution of the grant agreement, and the planning project must be complete within two years following award of the consultant contract. Completion of planning for purposes of this policy shall be when grantee approves the final planning project deliverable. If no consultant contract award is necessary, the planning project must be complete within two years of execution of the grant agreement.

1.1.3. Funding for Operations Grants. If the grant will fund operations, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary services contract for operations must be awarded within one year following execution of the grant agreement, and the operations must commence within six months following award of the operations contract. If no services contract for operations is necessary, the operations project must commence within one year of execution of the grant agreement.

1.1.4. Funding for Equipment or Vehicles Grants. If the grant will fund equipment or vehicles, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary purchase contracts for equipment or vehicles must be awarded within one year following execution of the grant agreement, and use of the equipment or vehicles for the benefit of the public must commence within six months following award of the purchase contract.

2. Project Milestone and Completion Deadline Extensions

2.1. Schedules within grant agreements may include project scopes and schedules that will identify interim milestones in addition to those described in Section 1 of this Policy. Grant recipients may receive extensions on their project schedules of up to six months for good cause. Extensions of up to six months aggregate that would not cause the project to miss a completion deadline in Section 1 may be approved by the SANDAG Executive Director. Extensions beyond six months aggregate or that would cause the project to miss a completion deadline in Section 1 must be approved by the Policy Advisory Committee that has been delegated the necessary authority by the Board. For an extension to be granted under this Section 2, the following conditions must be met:

2.1.1. For extension requests of up to six months, the grantee must request the extension in writing to the SANDAG Program Manager at least two weeks prior to the earliest project schedule milestone deadline for which an extension is being requested. The Executive Director or designee will determine whether the extension should be granted. The Executive Director’s action will be reported out to the Board in following month’s report of delegated actions.

2.1.2. A grantee seeking an extension must document previous efforts undertaken to maintain the project schedule, explain the reasons for the delay, explain why the delay is unavoidable, and demonstrate an ability to succeed in the extended time frame the grantee proposes.

2.1.3. If the Executive Director denies an extension request under this Section 2, the grantee may appeal within ten business days of receiving the Executive Director’s
response to the responsible Policy Advisory Committee by sending the appeal to the SANDAG Program Manager.

2.1.4. Extension requests that are rejected by the Policy Advisory Committee will result in termination of the grant agreement and obligation by the grantee to return to SANDAG any unexpended funds within 30 days. Unexpended funds are funds for project costs not incurred prior to rejection of the extension request by the Policy Advisory Committee.

3. Project Delays and Extensions in Excess of Six Months

3.1. Requests for extensions in excess of six months, or that will cause a project to miss a completion deadline in Section 1 (including those projects that were already granted extensions by the Executive Director and are again falling behind schedule), will be considered by the Policy Advisory Committee upon request to the SANDAG Program Manager.

3.2. A grantee seeking an extension must document previous efforts undertaken to maintain the project schedule, explain the reasons for the delay, explain why the delay is unavoidable, and demonstrate an ability to succeed in the extended time frame the grantee proposes. The grantee must provide the necessary information to SANDAG staff to place in a report to the Policy Advisory Committee. If sufficient time is available, and the grant utilized TransNet funds, the request will first be taken to the Independent Taxpayer Advisory Committee (ITOC) for a recommendation. The grantee should make a representative available at the meeting to present the information to, and/or answer questions from, the ITOC and Policy Advisory Committee.

3.3. The Policy Advisory Committee will only grant an extension under this Section 3 for extenuating circumstances that the grantee could not have reasonably foreseen.

4. Resolution and Execution of the Grant Agreement

4.1. Two weeks prior to the review by the Policy Advisory Committee of the proposed grants, prospective grantees must submit a resolution from their authorized governing body that includes the provisions in this Subsection 4.1. Failure to provide a resolution that meets the requirements in this Subsection 4.1 will result in rejection of the application and the application will be dropped from consideration with funding going to the next project as scored by the evaluation committee. In order to assist grantees in meeting this resolution deadline, when SANDAG issues the call for projects it will allow at least 90 days for grant application submission.

4.1.1. Grantee governing body commits to providing the amount of matching funds set forth in the grant application.

4.1.2. Grantee governing body authorizes staff to accept the grant funding and execute a grant agreement if an award is made by SANDAG.

4.2. Grantee’s authorized representative must execute the grant agreement within 45 days from the date SANDAG presents the grant agreement to the prospective grantee for
execution. Failure to meet the requirements in this Subsection 4.2 may result in revocation of the grant award.

5. Increased Availability of Funding Under this Policy

5.1. Grant funds made available as a result of the procedures in this Policy may be awarded to the next project on the recommended project priority list from the most recent project selection process, or may be added to the funds available for the next project funding cycle, at the responsible Policy Advisory Committee’s discretion. Any project that loses funding due to failure to meet the deadlines specified in this Policy may be resubmitted to compete for funding in a future call for grant applications.

Adopted: January 2010
Amended: November 2014
EXHIBIT E
SAMPLE INVOICE

TRANSNET EMP GRANT PROGRAM ITEMIZED INVOICE

To: Sarah Pierce
SANDAG
401 "B" Street, Suite 800
San Diego, CA 92101-4231

From:

Grant Number: _____________________________
Project Name: _____________________________
Grant Invoice Number: _____________________________
Billing Period: _____________________________
Invoice Date: _____________________________

<table>
<thead>
<tr>
<th>PROJECT TASK</th>
<th>EXPECTED MATCHING FUNDS</th>
<th>PREVIOUS EXPENDED MATCHING FUNDS</th>
<th>CURRENT EXPENDED MATCHING FUNDS</th>
<th>EXPENDED MATCHING FUNDS TO DATE</th>
<th>REMAINING MATCHING FUNDS</th>
<th>BEGINNING GRANT BALANCE</th>
<th>PREVIOUS EXPENDITURES</th>
<th>CURRENT EXPENDITURES THIS PERIOD</th>
<th>GRANT EXPENDITURES TO DATE</th>
<th>REMAINING GRANT BALANCE</th>
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Total Current Expenditures: $ ____________

10% Retention Withheld: $ ____________

Total Amount Due This Invoice: $ ____________

CERTIFICATION OF GRANTEE
I hereby certify that the above costs were incurred in performance of the work required under the arrangement of the grant and are consistent with the amounts evidenced by supporting documents and expenditures.

Signature: _____________________________
Printed Name and Title: _____________________________
Date: _____________________________

Summary of Deliverables Provided with Invoice

50
EXHIBIT F
SAMPLE RESOLUTION

RESOLUTION NO. NUMBER
AUTHORIZING AN APPLICATION FOR
ENVIRONMENTAL MITIGATION LAND MANAGEMENT GRANT PROGRAM FUNDS TO
THE SAN DIEGO ASSOCIATION OF GOVERNMENTS
FOR PROJECT NAME, COMMITTING TO PROVIDE MATCHING FUNDS, AND AUTHORIZING
STAFF TO ACCEPT GRANT FUNDS AND EXECUTE GRANT AGREEMENT

WHEREAS, in November 2004, the voters of San Diego County approved SANDAG Ordinance 04-01, which extended the TransNet 1/2 cent sales and use tax through 2048 (TransNet Ordinance); and

WHEREAS, the TransNet Extension Ordinance contains provisions for the creation of an Environmental Mitigation Program (EMP), which began being funded by the TransNet Ordinance on April 1, 2008; and

WHEREAS, in Month Day, Year, SANDAG issued its Cycle 9 call for projects from entities wishing to apply for a portion of the EMP Regional Habitat Conservation grant funds for use on environmental land management projects meeting certain criteria; and

WHEREAS, Name of Organization wishes to receive $Insert Amount in EMP Regional Habitat Conservation grant funds for the following project: Project Name; and

WHEREAS, Name of Organization understands that the EMP Regional Habitat Conservation grant funding is fixed at the programmed amount, and therefore project cost increases that exceed the grant awarded will be the sole responsibility of the grantee.

NOW, THEREFORE, BE IT RESOLVED by Governing Board Name that Name of Organization is authorized to submit an application to SANDAG for Name of the Grant Program funding in the amount of $Insert Amount for Project Name; and

BE IT FURTHER RESOLVED that, if a grant award is made by SANDAG to fund Project Name, Governing Board commits to providing $Insert Amount Even if Zero of matching funds and/or in-kind contributions as set forth in its grant application; authorizes Name of Organization staff to accept the grant funds; and authorizes execution of the Grant Agreement included in the Cycle 9 call for projects with SANDAG without exceptions.

PASSED AND ADOPTED by Name of Organization’s Governing Board this Insert Date of Insert Month and Year.

Ayes: ______________________________

Nayes: ______________________________

Absent/Abstention: _______________________

____________________________________________
Signature of Governing Board’s Chair/Director

ATTEST:

Clerk or Secretary of the Governing Board of Name of Organization
Note to Grant Applicant: This Sample Resolution satisfies the requirements of SANDAG Board Policy No. 035, Competitive Grant Program Procedures, Sections 4.1.1 and 4.1.2.

Failure to submit a resolution that includes all of the provisions above, including those from Sections 4.1.1 and 4.1.2 of SANDAG’s Board Policy No. 035, will result in rejection of the application and the application will be dropped from consideration with funding going to the next project as scored by the evaluation committee. Board letters, minute orders, meeting minutes, or any other document that is not a resolution, will not satisfy Sections 4.1.1 and 4.1.2 of Board Policy No. 035.

Please delete these three paragraphs before presenting this resolution to your governing body. Thank you.
2017 ACTIVE TRANSPORTATION PROGRAM
AUGMENTATION FUNDING RECOMMENDATIONS

Introduction

On April 28, 2017, the Governor signed Senate Bill 1 (SB 1) (Beall), the Road Repair and Accountability Act of 2017, which provides the first significant and ongoing increase in state transportation funding in more than two decades. SB 1 creates the Road Maintenance and Rehabilitation Account, which will distribute $100 million annually to the Active Transportation Program (ATP) beginning in FY 2017-2018. These additional funds will be used to advance projects selected through the 2017 ATP and allow additional ATP projects to receive funding. The ATP is administered by the California Transportation Commission (CTC).

Discussion

ATP Background

The ATP is a competitive funding program for projects that encourage increased use of active modes of transportation such as bicycling and walking. Funding for the program is awarded in three components: (1) the statewide component, led by the CTC, which distributes 50 percent of the funding; (2) the small urban and rural component, also led by the CTC, which distributes 10 percent of the funding; and (3) the regional component, facilitated by Metropolitan Planning Organizations, which distribute the remaining 40 percent of the funding. The ATP typically is conducted on a two-year cycle with final adoption of projects occurring in each odd year.

Results of 2017 ATP

The most recent ATP allocations were adopted in 2017, and projects were selected to receive funding through the 2020-2021 fiscal year. The 2017 statewide ATP competition distributed approximately $132 million to 44 projects, including 1 project from the San Diego region (the SANDAG Imperial Avenue Bikeway project), and was adopted by the CTC at its meeting on December 7, 2016. The San Diego regional ATP competition distributed an additional $9.6 million to 5 projects submitted from the cities of National City, Escondido, and Carlsbad. The Board of Directors approved the results of the San Diego regional ATP competition on February 24, 2017, including the ranked list of projects to receive funding. The CTC adopted the San Diego regional competition results at its meeting on March 15, 2017.

Recommendation

The Transportation Committee recommends that the Board of Directors:

(1) adopt Resolution No. 2018-04 in substantially the same form as attached, certifying the results of the San Diego Regional Active Transportation Program (ATP) Augmentation; and (2) recommend that the California Transportation Commission fund the San Diego Regional ATP Augmentation projects consistent with Attachment 3.
**SB 1 Funding Distribution**

The ATP funding provided by SB 1 will begin in FY 2017-2018. Pursuant to statute, the next ATP competition (the 2019 ATP) will cover the period FY 2019-2020 through FY 2022-2023 and must be adopted by April 1, 2019. In order to distribute the SB 1 funding for FY 2017-2018 and FY 2018-2019, the CTC needed to conduct a call for projects prior to the 2019 ATP. At its May 17, 2017, meeting, CTC staff recommended making the FY 2017-2019 SB 1 funding available only to projects that applied for the 2017 ATP. The 2017 ATP Augmentation Guidelines (Attachment 1) restricted the funding distribution to 2017 ATP projects that could be delivered earlier than currently programmed, or for projects that applied for funding in the 2017 ATP but were not selected for funding. Additionally, projects that competed in the 2017 ATP and were successful in obtaining funding for FY 2019-2020 and FY 2022-2023 but did not apply for the 2017 ATP Augmentation would still retain their funding.

The 2017 ATP Augmentation will distribute approximately $200 million in SB 1 funding. Funding will be distributed in the same manner as previous ATP competitions with two portions applicable to the San Diego region—the statewide and San Diego regional competitions. The statewide competition will distribute approximately $96 million, while the San Diego regional competition will distribute approximately $7 million.

**2017 ATP Augmentation Process**

To be considered for the 2017 ATP Augmentation, applicants were required to submit an updated schedule and funding plan for each 2017 ATP project to the CTC and SANDAG. The 2017 ATP consisted of 23 projects submitted from the San Diego region, and 15 of those projects were resubmitted for consideration in the 2017 ATP Augmentation. Two projects that received funding through the San Diego regional component of the 2017 ATP did not submit for the ATP Augmentation, and will therefore retain their funding for FY 2019-2020: the City of National City’s El Toyon-Las Palmas Regional Bicycle Boulevard project, and the City of Carlsbad’s Avenida Encinas Coastal Rail Trail and Pedestrian Improvements project.

ATP Augmentation projects were sorted into the following Priority Orders:

1. Projects that could deliver all components in 2017-2018 and 2018-2019
2. Projects that could deliver some of their components in 2017-2018 and 2018-2019
3. Projects that could not deliver any of their project components in the 2017-2018 or 2018-2019

Pursuant to the CTC guidelines, projects were considered for funding based on the project’s 2017 ATP score or rank, Priority Order, project deliverability, and funding availability. As projects were selected to receive advanced funding from FY 2017-2018 and FY 2018-2019, the FY 2019-2020 and FY 2020-2021 funding was made available to the next highest-ranked project from the 2017 ATP list.

Similar to previous ATP competitions, projects were selected for funding through the statewide competition first, followed by the regional competition.
Results of Statewide and Regional Components

Statewide ATP Competition

The CTC opened the ATP Augmentation Call for Projects on June 30, 2017. Applications were received for 229 projects, requesting approximately $500 million in ATP funds across the state. On August 31, 2017, CTC staff released the list of projects recommended for funding for the statewide component of the ATP. Fourteen projects were submitted from the San Diego region, and five of those projects are recommended by CTC staff to be considered for funding (highlighted in yellow on (Attachment 2). The remaining nine projects that were not recommended for funding through the statewide component remain eligible for the regional component, along with one additional project that was submitted for consideration in the regional component only. The CTC will be asked to adopt the list of projects recommended for funding for the statewide component at its meeting on October 18-19, 2017.

Regional ATP Competition

The San Diego regional competition received 15 project applications requesting a total of $23 million in ATP Augmentation funding. After removal of the five projects selected for Augmentation funding through the statewide component, ten projects remained eligible to receive Augmentation funding through the regional component. Additionally, the two projects selected in the 2017 ATP from the cities of National City and Carlsbad that did not apply for advancement in the 2017 ATP Augmentation, remained eligible to receive their original funding allocation, as shown in Table 1 below.

<table>
<thead>
<tr>
<th>Applicant Name</th>
<th>Project Name</th>
<th>Total Project Cost</th>
<th>Total Funding Request</th>
<th>Recommended ATP Funding</th>
<th>FY 19/20</th>
<th>FY 20/21</th>
</tr>
</thead>
<tbody>
<tr>
<td>National City</td>
<td>El Toyon - Las Palmas Regional Bicycle Boulevard</td>
<td>$1,919</td>
<td>$1,544</td>
<td>$1,544</td>
<td>$1,544</td>
<td>$0</td>
</tr>
<tr>
<td>Carlsbad</td>
<td>Avenida Encinas Coastal Rail Trail and Pedestrian Improvements</td>
<td>$9,095</td>
<td>$3,693</td>
<td>$1,776</td>
<td>$1,776</td>
<td>$0</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>$11,014</strong></td>
<td><strong>$5,237</strong></td>
<td><strong>$3,320</strong></td>
<td><strong>$3,320</strong></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>
As a result of the regional ATP Augmentation process, the projects in Table 2 are being recommended for advanced funding. The overall project funding amounts would not change; however, they would be eligible to receive funding as soon as FY 2017-2018, as opposed to FY 2019-2020. The projects in Table 3 are recommended to receive new funding that was made available as a result of the ATP Augmentation process: two are recommended for full funding (SANDAG and Chula Vista Elementary School District), and one is recommended for partial funding (County of San Diego).

### Table 2
2017 ATP Funded Projects – Recommended for Advancement ($1,000s)

<table>
<thead>
<tr>
<th>Applicant Name</th>
<th>Project Name</th>
<th>Total Project Cost</th>
<th>Total Funding Request</th>
<th>Recommended ATP Funding</th>
<th>FY 17/18</th>
<th>FY 18/19</th>
<th>FY 19/20</th>
<th>FY 20/21</th>
</tr>
</thead>
<tbody>
<tr>
<td>National City</td>
<td>Euclid Avenue Bicycle and Pedestrian Enhancements</td>
<td>$3,960</td>
<td>$3,335</td>
<td>$3,335</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Escondido</td>
<td>Juniper Elementary Bike/Pedestrian Improvements and SRTS Outreach</td>
<td>$1,386</td>
<td>$1,336</td>
<td>$1,336</td>
<td>$86</td>
<td>$93</td>
<td>$1,157</td>
<td>$0</td>
</tr>
<tr>
<td>Escondido</td>
<td>Escondido Creek Trail Bike Path Improvements Project</td>
<td>$1,632</td>
<td>$1,632</td>
<td>$1,632</td>
<td>$90</td>
<td>$200</td>
<td>$1,342</td>
<td>$0</td>
</tr>
</tbody>
</table>

| Total          | $6,978    | $6,303    | $6,303    | $3,511    | $293     | $2,499   | $0       |

### Table 3
New Projects Recommended for Funding ($1,000s)

<table>
<thead>
<tr>
<th>Applicant Name</th>
<th>Project Name</th>
<th>Total Project Cost</th>
<th>Total Funding Request</th>
<th>Recommended ATP Funding</th>
<th>FY 17/18</th>
<th>FY 18/19</th>
<th>FY 19/20</th>
<th>FY 20/21</th>
</tr>
</thead>
<tbody>
<tr>
<td>SANDAG</td>
<td>Inland Rail Trail – City of Vista Segment</td>
<td>$11,083</td>
<td>$5,603</td>
<td>$5,603</td>
<td>$0</td>
<td>$500</td>
<td>$5,103</td>
<td>$0</td>
</tr>
<tr>
<td>Chula Vista Elementary School District</td>
<td>Chula Vista Rides to School!</td>
<td>$202</td>
<td>$202</td>
<td>$202</td>
<td>$2</td>
<td>$200</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>San Diego County</td>
<td>Rock Springs Road SRTS Sidewalks and Bike Lanes</td>
<td>$1,717</td>
<td>$1,717</td>
<td>$1,160</td>
<td>$280</td>
<td>$880</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

| Total          | $13,002   | $7,522    | $6,965    | $282      | $1,580   | $5,103   | $0       |
Contracts and Procurement staff has confirmed with the County of San Diego that partial funding would be accepted, the funds could be used effectively on the project, and the scope of the project would remain the same as the scope of the project in the application. The complete ATP Augmentation Funding Recommendations for the San Diego regional component are included as Attachment 3.

SANDAG is both an eligible applicant as a Regional Transportation Planning Agency and has a role as a Metropolitan Planning Organization to administer the regional program. To ensure that the evaluation process is open and transparent and does not give advantage to SANDAG projects, SANDAG staff directly associated with applications did not have a role in the facilitation of the regional component.

**Next Steps**

Pending action by the Board of Directors to adopt Resolution No. 2018-04 (Attachment 4), SANDAG will submit its funding recommendations to the CTC. The CTC is scheduled to adopt the region’s funding recommendations and contingency project list at its meeting on December 6-7, 2017.

Pending approval by the CTC, a budget amendment for the SANDAG Inland Rail Trail – City of Vista Segment project would be reflected as part of the upcoming FY 2019 SANDAG Program Budget process scheduled for Board review and approval in spring 2018. An amendment to the 2016 Regional Transportation Improvement Program to program the ATP funds would be proposed thereafter.

KIM KAWADA  
Chief Deputy Executive Director

Attachments:  
1. Final 2017 ATP Augmentation Guidelines  
2. 2017 ATP Augmentation – Statewide Component: CTC Staff Recommendations  
3. 2017 ATP Augmentation – San Diego Regional Component: Funding Recommendations  
4. Resolution No. 2018-04

Key Staff Contact: Jenny Russo, (619) 699-7314, jenny.russo@sandag.org
Final 2017 Active Transportation Program Augmentation Guidelines

These guidelines are the policies and procedures specific to the use of 2017-18 and 2018-19 fiscal year funding from the Road Maintenance and Rehabilitation Account for the Active Transportation Program (ATP) – hereby known as the 2017 ATP Augmentation. The California Transportation Commission (Commission) is statutorily required to adopt the guidelines and selection criteria for and define the types of projects eligible to be funded through the ATP.

I. Authority and Purpose

Senate Bill (SB) 1, signed by the Governor on April 28, 2017, directs $100 million annually from the Road Maintenance and Rehabilitation Account to the ATP beginning in the 2017-18 fiscal year. The following policies and procedures address the use of 2017-18 and 2018-19 fiscal year funding from the Road Maintenance and Rehabilitation Account for the ATP. Unless otherwise expressly modified by statute or these guidelines, the Commission will follow the 2017 ATP Guidelines at http://catc.ca.gov/programs/ATP/2017/Final_Adopted_2017_ATP_Guidelines.pdf.

II. Funding and Programming Years

The 2017 ATP Augmentation is funded from the approximately $200 million allocated from the Road Maintenance and Rehabilitation Account to the ATP in fiscal years 2017-18 and 2018-19. The Road Maintenance and Rehabilitation Account funds are state funds. Therefore, projects funded in the 2017 ATP Augmentation do not need to be federal-aid eligible. The initial programming capacity for the 2017 ATP Augmentation program is in fiscal years 2017-18 and 2018-19. Some fiscal year 2019-20 and 2020-21 programming capacity may become available as previously programmed projects request advancement into fiscal years 2017-18 and 2018-19.

III. Distribution

The funding available for the 2017 ATP Augmentation will be distributed into the Statewide Component, the Small Urban & Rural Component, and the Metropolitan Planning Organization (MPO) Component, in the same manner as specified in Section II (5) of the 2017 ATP Guidelines. The 2017 ATP Augmentation Fund Estimate must indicate the funds available for each of the program components.

The Budget Act of 2017 appropriates no less than $4 million a year to the Commission for allocation to the California Conservation Corps for active transportation projects to be developed and implemented by the California Conservation Corps and certified community conservation corps. Commission staff is consulting with the California Conservation Corps to develop specific provisions for the use of these funds. Once these provisions have been developed, they will be incorporated into these guidelines by addendum and adopted by the Commission.

IV. Schedule

The following schedule lists the major milestones for the development and adoption of the 2017 ATP Augmentation:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Guidelines Development Workshop</td>
<td>June 9, 2017</td>
</tr>
<tr>
<td>2017 ATP Augmentation Guidelines presented to Commission</td>
<td>June 28, 2017</td>
</tr>
<tr>
<td>Commission hearing and adoption of 2017 ATP Augmentation Guidelines</td>
<td>June 28, 2017</td>
</tr>
<tr>
<td>Call for Projects</td>
<td>June 30, 2017</td>
</tr>
<tr>
<td>Project submittals to Commission (postmark date)</td>
<td>August 1, 2017</td>
</tr>
<tr>
<td>Staff recommendation for Statewide and Small Urban &amp; Rural Components posted</td>
<td>August 31, 2017</td>
</tr>
<tr>
<td>MPO project programming recommendations to Commission</td>
<td>October 19, 2017</td>
</tr>
</tbody>
</table>
V. **Project Eligibility**

Funding for the 2017 ATP Augmentation will only be available to:

- Projects programmed in the adopted 2017 ATP that can be delivered earlier than currently programmed
- Projects that applied for funding in the 2017 ATP but were not selected for funding

**Projects that were awarded funds in 2017 ATP will remain in the component from which they were originally funded.** In other words, a 2017 ATP project awarded funding from the Small Urban & Rural Component will remain in that component and a 2017 ATP project awarded funding from the MPO Component will remain in that component. The only exceptions to this policy will apply to projects that received funding for only one of the phases that were originally requested due to insufficient funds in the MPO Component of the program, an applicant may request funding for the other phases in the Statewide Component.

Applicants may not request more ATP funding than was requested in the original application, however, applicants may shift requested funding amounts between components as long as there is no net increase in requested funds. Applicants may request less than their original funding request if the full scope of the project will still be delivered. In other words, some project elements may have been funded from other sources. Applicants may add scope to their original project if no increase in ATP funds is requested for the scope increase. Projects must deliver the same or greater benefits than what was proposed in the original application.

A. **Statewide and Small Urban & Rural Components**

1) Projects that were awarded funds in the 2017 ATP Statewide and Small Urban & Rural Components may apply to advance one or more of their project components into the 2017-18 and/or 2018-19 programming years.

2) Projects that applied for funding in the 2017 ATP but were not selected for funding.

Scores can be found at the following link:


In the Statewide and Small Urban & Rural Components, the 2017 ATP Augmentation funds will not be used to supplant already committed project funding.

In the event Commission staff determines that there are not enough viable projects submitted in the 2017 ATP to fully utilize the funds available in the Statewide and/or Small Urban & Rural Components of the 2017 ATP Augmentation, the Commission may elect to hold a 2017 ATP Augmentation supplemental call for projects.
MPO Component

1) Projects that were awarded funds in the 2017 ATP MPO Component may apply to advance one or more of their project components into the 2017-18 and/or 2018-19 programming years.

2) Projects on the MPO 2017 ATP contingency list.

The following policies will apply only for the MPO Component:

- For the 2017 ATP Augmentation MPO Component, the Commission will allow the supplanting of funds at the MPO’s discretion. The supplanting of funds only applies to projects that received less ATP funding than requested in the 2017 ATP.

- Projects that applied for funding through construction in the Statewide Component but which received only preconstruction funding through the MPO Component may apply for funding through construction (the unfunded phases) in the Statewide Component.

The funds distributed to the Lake Tahoe MPO in the MPO Component can only be used to fund projects located entirely within California.

In the event an MPO determines that there are not enough viable projects from their 2017 ATP MPO contingency list to fully utilize the funds available in their 2017 ATP Augmentation component, the MPO may hold a 2017 ATP Augmentation supplemental call for projects. An MPO making such a determination must, by August 31, 2017 submit a letter signed by the Chief Executive Officer explaining the basis for the determination. A supplemental MPO call for projects must utilize the MPO’s 2017 ATP guidelines. Recommendations for funding, along with copies of all applications received, must be submitted to the Commission by October 19, 2017.

VI. Project Selection Process

All projects applying for funding in the 2017 ATP Augmentation, including projects with no change to the schedule or funding plan, must submit the following supplemental application material.

A. Supplemental Application Material

1) Updated Schedule and Funding Plan

Each applicant must submit a Project Programming Request Form. A template of this form in Excel may be found at [www.dot.ca.gov/hq/transprog/ocip/2016stip.htm](http://www.dot.ca.gov/hq/transprog/ocip/2016stip.htm). The Project Programming Request Form must list Federal, State, and local funding categories by fiscal year, and must include an updated schedule (project milestones) and updated cost information if necessary. The applicant must also include documentation that the availability of all other funds committed to the project are consistent with the updated schedule, i.e. the project must still be fully funded.

2) Authorization Letter

Each applicant must submit a letter, signed by the Chief Executive Officer or other officer authorized by the applicant’s governing board, confirming that the project can be delivered in the time frame proposed in the updated Project Programming Request and that the project is still fully funded.

In addition to the two required documents above, applicants may submit a one-page application update that explains any significant changes to the project since the original application submittal. This updated information will be used for project scope clarifications only and not
result in a revised score. Project must deliver the same or greater benefits than proposed in the original application.

B. Criteria and Evaluation

1) Projects will be selected for the 2017 ATP Augmentation based on the project’s 2017 ATP score and project deliverability according to the following priority order.
   a. Projects that can deliver all components in 2017-18 and 2018-19.
   b. Projects that can deliver one or more but not all of their components in 2017-18 and 2018-19. The capacity to program all components of these projects will depend on fiscal year 2019-20 and 2020-21 programming capacity becoming available as previously programmed projects are advanced.
   c. Some fiscal year 2019-20 and 2020-21 programming capacity may become available as previously programmed projects request advancement into fiscal years 2017-18 and 2018-19. Therefore, other projects that applied for funding in the 2017 ATP (those that cannot deliver one or more of their project components in the 2017-18 or 2018-19 programming years) may compete for funding in the 2017 Augmentation.

2) As potential applicants review their projects schedules when they consider applying for the 2017 ATP Augmentation they should keep in mind that most of the available funding will be in fiscal years 2017-18 and 2018-19. Therefore, projects that can be delivered using these earlier year funds are more likely to be successful in the 2017 ATP Augmentation.

C. Submittal of Supplemental Application Material

Supplemental application material must include the signature of the Chief Executive Officer or other officer authorized by the applicant’s governing board. Project applications should be addressed or delivered to:

Susan Bransen, Executive Director
California Transportation Commission
1120 N Street, Mail Station 52
Sacramento, CA 95814

The Commission will consider only projects for which five hard copies and one electronic copy of the aforementioned supplemental material are submitted postmarked by the appropriate deadline. Applicants are encouraged to submit a hard copy of their original application. By the same date, an additional copy must also be sent to the Regional Transportation Planning Agency or County Transportation Commission within which the project is located and to the Metropolitan Planning Organization (a contact list can be found at www.dot.ca.gov/hq/tpp/offices/orip/).

VII. SB 1 Accountability

Implementing agencies receiving ATP funds through the RMRA must follow the project reporting requirements detailed in Section 24 of the 2017 ATP Guidelines. In addition, implementing agencies must include project information signage stating that the project was made possible by SB 1 – The Road Repair and Accountability Act of 2017.
<table>
<thead>
<tr>
<th>Application ID</th>
<th>Co</th>
<th>Project Title</th>
<th>DAC</th>
<th>Total Project Cost</th>
<th>Recommended ATP Funding</th>
<th>17-18</th>
<th>18-19</th>
<th>19-20</th>
<th>20-21</th>
<th>CON</th>
<th>CON Ni</th>
<th>PA&amp;ED</th>
<th>PS&amp;E</th>
<th>ROW</th>
<th>Project Type</th>
<th>SRTS</th>
<th>REC TR</th>
<th>Final Score</th>
</tr>
</thead>
<tbody>
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<td>LA</td>
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<td>4-Oakland-4</td>
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<td>14th Street: Safe Routes in the City</td>
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<td>9-Kern County Road Department-6</td>
<td>KER</td>
<td>Boron/Desert Lake Pedestrian Path</td>
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<td>7-Los Angeles DPW (Bureau of Engineering)-4</td>
<td>LA</td>
<td>Jefferson Boulevard Complete Street</td>
<td>X</td>
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<td>5,986</td>
<td>925</td>
<td>5,061</td>
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<td>5,061</td>
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<td>0</td>
<td>600</td>
<td>325</td>
<td>Infrastructure</td>
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</tr>
<tr>
<td>8-Moreno Valley-1</td>
<td>RIV</td>
<td>Juan Bautista De Anza Trail Gap Closure</td>
<td>X</td>
<td>3,149</td>
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</tr>
<tr>
<td>6-Kern County Road Department-1</td>
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<td>4,519</td>
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<td>3-Yuba County-2</td>
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New Projects Recommended for Funding

| 11-Imperial Beach-1 | SD | Imperial Beach Boulevard Improvement and Safe Routes to Schools | X | 5,176 | 2,570 | 312 | 2,258 | 0 | 0  | 2,193 | 65 | 0 | 303 | 0 | Combination | 88.00 |
| 4-San Francisco Municipal Transportation Agency-5 | SF | Geneva Ave Pedestrian and Bicycle Safety Improvement | X | 9,987 | 2,350 | 2,350 | 0 | 0  | 2,350 | 0 | 0  | 0 | Infrastructure | 88.00 |
| 3-Davis-1 | YOL | Providing Safe Passage: Connecting Montgomery Elementary and Olive Drive | X | 4,425 | 3,540 | 412 | 0 | 3,128 | 0 | 3,128 | 0 | 0 | 380 | 32 | Infrastructure | 86.50 |
| 4-Sunnyvale-1 | SCL | Sunnyvale Safe Routes to School Improvements | X | 2,362 | 1,889 | 0 | 380 | 1,509 | 0 | 380 | 6 | 56 | 318 | 0 | Combination | 86.00 |
| 10-Stockton-4 | SJ | Miner Avenue Complete Streets | X | 5,347 | 3,816 | 0 | 3,816 | 0 | 3,816 | 0 | 0  | 0 | 0  | Infrastructure | 85.00 |
| 3-Roseville-2 | PLA | Washington Boulevard Bikeway and Pedestrian Pathways | X | 3,982 | 2,212 | 0 | 0  | 2,212 | 0 | 2,030 | 182 | 0 | 0  | 0 | Combination | 85.00 |
## 2017 Active Transportation Program Augmentation - Statewide Component
### Staff Recommendations ($1,000's)

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**Notes:**
- **CON:** Construction Phase
- **DAC:** Benefit to Disadvantaged Communities
- **PA&ED:** Environmental Phase
- **Plan:** Active Transportation Plan
- **PS&E:** Plans, Specifications & Estimate Phase
- **ROW:** Right-of-Way Phase
- **SRTS:** Safe Routes to School
### 2017 ATP Augmentation - San Diego Regional Component
#### Funding Recommendations

<table>
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<th>SANDAG ID No.</th>
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<th>Applicant Name</th>
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<th>Total Funding Request</th>
<th>ATP Funding Recommendation</th>
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<th>Fiscal Year 18-19 Allocation</th>
<th>Fiscal Year 19-20 Allocation</th>
<th>Fiscal Year 20-21 Allocation</th>
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#### 2017 ATP Funded Projects - Retain Funding Without Advancement

#### 2017 ATP Funded Projects - Recommended for Advancement

#### New Projects Recommended for Funding

#### Projects Recommended as Contingency Projects
CERTIFYING THE RESULTS OF THE SAN DIEGO REGIONAL ACTIVE TRANSPORTATION PROGRAM AUGMENTATION INCLUDING THE 2017 ATP AUGMENTATION FUNDING RECOMMENDATIONS FOR SUBMISSION TO THE CALIFORNIA TRANSPORTATION COMMISSION

WHEREAS, the Legislature and Governor of the State of California have provided funds for the Active Transportation Program under Senate Bill 99, Chapter 359; Assembly Bill 101, Chapter 354; and Senate Bill 1, Chapter 5; and

WHEREAS, the California Transportation Commission (CTC) has statutory authority for the administration of this grant program and established necessary procedures in the 2017 ATP Guidelines and 2017 ATP Augmentation Guidelines; and

WHEREAS, the CTC has required in its 2017 ATP Guidelines that Metropolitan Planning Organizations (MPOs) coordinate the selection process to select projects to receive a portion of the ATP funding; and

WHEREAS, the San Diego Association of Governments (SANDAG), as the MPO for the San Diego region, conducted a selection process consistent with the ATP Augmentation Guidelines for the distribution of fiscal year 2017-2021 ATP funds in the San Diego region; and

WHEREAS, the SANDAG selection process has resulted in a list of projects that are deemed to meet the requirements of the 2017 ATP Program Guidelines and 2017 ATP Augmentation Guidelines; and

WHEREAS, the CTC requires the governing body of the MPO to approve the proposed ATP funding recommendations for submittal to the California Transportation Commission; NOW THEREFORE

BE IT RESOLVED that the SANDAG Board of Directors:

1. Certifies that the San Diego Regional ATP selection process was conducted in accordance with the 2017 ATP Program Guidelines and 2017 ATP Augmentation Guidelines adopted by the CTC; and

2. Attests the projects recommended for ATP funding from the San Diego Regional ATP component include projects benefitting pedestrians and bicyclists, including students walking and cycling to school; and

3. Approves the proposed ATP Augmentation Funding Recommendations for submittal to the CTC; and
4. Recommends the Contingency List of projects be used to reallocate ATP funds in the event a project recommended for funding is unable to allocate the awarded funds or obtain an extension within the timeframe identified by the CTC.

PASSED AND ADOPTED this 22nd day of September, 2017.
STATE ROUTE 125 SOUTH BAY EXPRESSWAY
2017 BOND ISSUANCE

Introduction

In December 2011, SANDAG purchased the State Route 125 South Bay Expressway (SR 125) toll road franchise from its private sector owner, Southbay Expressway, LP. The Board of Directors’ purpose in purchasing the franchise was to reduce the tolls and improve mobility in the region by optimizing use of SR 125 and reducing congestion and the need for infrastructure improvements on parallel roads. To carry out the transaction, SANDAG secured a loan from the San Diego County Regional Transportation Commission (RTC) to purchase the franchise in the form of a promissory note and was required to assume the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan that the private sector owner had used to finance construction of the road. As of June 30, 2017, the TIFIA loans had an outstanding value of $116.1 million and the RTC loan is outstanding in the amount of $62.4 million.

The current market provides SANDAG the opportunity to pre-pay its current obligations to lower its long-term borrowing costs and provide a more conservative level debt repayment structure. When compared to the outstanding obligations, the refunding bonds would reduce total debt service by approximately $54.9 million\(^1\) on a present value basis.

Discussion

At its September 8, 2017, meeting, the Board of Directors received an overview of the proposed bond strategy and financing schedule for the issuance of up to $250 million in long-term, fixed-rate debt to refund the outstanding TIFIA and RTC loans for SR 125. The proposed bond issuance would provide funds, together with other available monies, to refinance indebtedness incurred by SANDAG in connection with the acquisition of SR 125, fund a reserve account, and pay the costs of issuance of the bonds.

The Transportation Committee reviewed the proposed bond transaction at its September 15, 2017, meeting, and recommends Board approval.

\(^{1}\) The debt service savings are based on market conditions as of August 25, 2017.
**Current Debt Portfolio**

SR 125 current outstanding long-term debt as of June 30, 2017, consists of four TIFIA loans with a current value of $116.1 million, and a $62.4 million loan with the RTC. The TIFIA loan principal amount ‘accretes’ or grows in size semi-annually, leading to increasing payments over time.

**Planned 2017 Bond Issuance**

Approximately $205 million in Series 2017 Bonds are proposed to be sold as traditional tax-exempt, fixed-rate bonds, taking advantage of the low, long-term fixed rates in the current market. The current expectation is that the bonds will be conservatively structured with level debt service and a final maturity in FY 2043 (or calendar year 2042), the year that the Development Franchise Agreement currently is slated to expire. The level debt service structure is expected to provide greater long-term budgetary flexibility compared to the existing TIFIA loans, which have an ascending debt service repayment schedule.

The refunding bonds would be sold with a call feature, allowing SANDAG to call (refinance) and restructure the bonds, without paying a premium, after a certain number of years (traditionally ten, but the financing team will evaluate shorter call options). The Series 2017 Bonds would be sold with a debt service reserve fund, in order to secure the lowest cost of borrowing for such securities.

Included as Attachment 1 is a memorandum from the SANDAG financial advisor, Public Financial Management, Inc. (PFM), which provides more detailed information related to the proposed bonds.

**Estimated Costs of Issuance**

The selection of bond counsel, disclosure counsel, trustee, and financial advisor was completed through a competitive process, and fees were negotiated. Rating agency fees are subject to published rates. The total of these issuance costs is estimated at $1 million.

The selection of the underwriters also was completed through a competitive process, and the fees are calculated as a percentage of the total amount of debt issued. Assuming a bond issuance of $205 million, underwriting fees would total approximately $800,000.

Total estimated issuance costs of $1.8 million amount to approximately 0.88 percent of the bond issuance amount. Final costs of issuance would be paid out of bond proceeds at the closing of the transaction.

**Credit Rating Agency Reviews**

SR 125 currently maintains a single private rating on its TIFIA loans of “A-” from Fitch Ratings (Fitch). The ratings on the Series 2017 Bonds would be the first public ratings on SR 125 obligations. In addition to requesting a Fitch rating, SANDAG also is approaching Standard and Poor’s (S&P) to provide a second rating on the Series 2017 Bonds. Two ratings are consistent with market standards for similar credits and will help improve the marketability of the proposed Series 2017 Bonds.

**Responsibilities for Review**

Attached to this report for review and information are the preliminary bond documents for the proposed 2017 bond issuance (Attachments 2 through 6). Additionally, Attachment 7 provides an updated forecast of annual traffic and toll revenue for SR 125 through FY 2043.
The Board of Directors has the ultimate responsibility for approving the 2017 transaction. Before making a decision regarding the bond issuance, Board members should review all of the documents to become familiar with their contents. Board members should pay particular attention to the information contained in the Preliminary Official Statement (Attachment 3) to ensure there are no inaccuracies or material omissions concerning SANDAG.

Board members also should ensure that to the best of their knowledge all of the factual statements are true and correct in all material respects and that the information does not contain any untrue or misleading statement of a material fact or omit to state any material fact that would make the information in any of the documents regarding SANDAG misleading. When carrying out their fiduciary responsibilities, public officials may rely upon employees, bond counsel, disclosure counsel, and other professionals to assure that they are in compliance with the antifraud provisions of the federal securities laws, as long as the reliance is reasonable. In order for the reliance to be considered reasonable, the public official must: (1) make complete disclosure to the appropriate professional of any potentially material mistake or omission in the documents; (2) request the professional’s advice as to what disclosure is proper; (3) receive advice regarding the appropriate disclosure; and (4) rely in good faith on that advice.

SANDAG bond counsel (Orrick, Herrington & Sutcliffe LLP), disclosure counsel (Nixon Peabody LLP), and financial advisor (PFM) will be present at the September 22, 2017, Board of Directors meeting to provide information regarding proper disclosure. The Chief Deputy Executive Director (Kim Kawada), Director of Finance (André Douzdjian), Director of Operations (Ray Traynor), and General Counsel (John Kirk) have all reviewed the draft bond documents, and to the best of staff’s knowledge, all of the statements are true and correct in all material respects, and the information does not contain any untrue or misleading statement of a material fact or omit to state any material fact that would make the information in those documents regarding SANDAG misleading.

**Next Steps**

The remaining schedule for the planned 2017 bond issuance is as follows:

- September 20: Anticipated notification of credit ratings from S&P and Fitch
- September 22: Board of Directors – final review and adoption of resolution authorizing issuance of the bond documents
- Early October: Anticipated pricing date
- Mid-October: Anticipated closing date

KIM KAWADA
Chief Deputy Executive Director

**Attachments:**
1. Memorandum from PFM
2. Resolution No. 2018-03
3. Draft Preliminary Official Statement
4. Draft Master Indenture
5. Draft First Supplemental Indenture
6. Draft Bond Purchase Agreement
7. South Bay Expressway Traffic and Revenue Study Update

**Key Staff Contacts:**
André Douzdjian, (619) 699-6931, andre.douzdjian@sandag.org
Ray Traynor, (619) 699-4001, ray.traynor@sandag.org
Memorandum

To: SANDAG Board of Directors
From: Peter Shellenberger, PFM Financial Advisors LLC
       Robert Rich, PFM Financial Advisors LLC
       Darren Hodge, PFM Financial Advisors LLC
Re: SR-125 Toll Revenue Bonds

INTRODUCTION

PFM Financial Advisors LLC (“PFM”), as the financial advisor to SANDAG, has worked with SANDAG staff to provide an update on the proposed Series 2017 SR-125 Toll Revenue Bonds (“Series 2017 Bonds”). SR-125 is a 9.2 mile divided limited access toll road in southern San Diego County. It was originally developed and constructed by an entity formed by the Macquarie Group known as South Bay Expressway, LLC and originally funded by a combination of equity and loans from banks and US DOT’s TIFIA loan program. Tolling operations commenced on January 4, 2008, the same year as the Great Recession. The impact of the Great Recession caused the private operator of SR-125 to file a petition under Chapter 11 of the Bankruptcy Code in April 2010. Through this process a reorganization plan was approved and the lenders became owners of SR-125. Shortly after this reorganization plan was approved, SANDAG submitted a formal offer to purchase SR-125 as part of its mission to serve the transportation needs of the citizens of San Diego County.

On December 21, 2011 SANDAG formalized its purchase of SR-125 as part of this mission. Through the acquisition SANDAG took on several obligations:

- $95.6 million of TIFIA loan that “accrtes” over time leading to increasing payments over time, and
- $62.4 million (as revised in 2012) through a loan from the TransNet program

The current market provides SANDAG an opportunity to pre-pay these obligations in order to:

i) lower the long-term borrowing cost
ii) provide a more conservative debt repayment structure, and
iii) repay TransNet early allowing for additional funding for transportation projects within the Expenditure Plan.

When compared to the outstanding obligations the refunding bonds will reduce total debt service by $54.5 million on a present value basis. The proposed Series 2017 Bonds will consist of tax-exempt, long-term, fixed rate bonds and are expected to be sold in October 2017. The Series 2017 Bonds will be secured solely by Revenues from the SR-125 Toll Road and will not be secured by TransNet Sales Tax Revenues. Presented below are a brief market overview and update on the anticipated financing.

Savings are calculated by discounting the difference between current debt service and proposed debt service at an appropriate discount rate.
MARKET UPDATE

For the purpose of tracking municipal interest rates over time, we use the AAA Municipal Market Data Index (“AAA MMD”), which serves as the benchmark against which most tax-exempt, fixed-rate transactions are priced. The chart below tracks the 30-year maturity over the past ten years. The current market provides a favorable borrowing environment amid continued global and domestic volatility, and advantageous municipal market supply/demand.

![Historical 30-Year AAA MMD Yields](chart)

As shown in the chart above tax-exempt interest rates remain at very low levels. The current 30-year AAA MMD yield is 2.73%, 0.91% below its ten-year average.

OVERVIEW OF SERIES 2017 BONDS

SANDAG conducted a competitive RFP process to select the underwriting and legal team. The underwriters selected for the transaction include J.P. Morgan Securities LLC, Citigroup Global Markets Inc. and Barclays. Bond Counsel is Orrick, Herrington & Sutcliffe LLP and Disclosure Counsel is Nixon Peabody LLP. Additionally, SANDAG engaged Stantec to refresh the Traffic and Revenue (“T&R”) study which was recommended by the financing team given the substantial changes since the last T&R was conducted. SANDAG, its financial advisor, banking team, T&R consultant and legal team kicked-off the Series 2017 financing on March 15, 2017 and discussed timing, execution, and related matters. The team has worked over the following months to prepare documents, rating agency presentations, and other materials in preparation for the sale.

Size and Structure: As mentioned earlier, the Series 2017 Bonds are being undertaken to lower SR-125’s long-term borrowing costs, provide a more conservative debt service structure and repay the TransNet loan. The bonds are proposed to be sold as traditional tax-exempt, fixed-rate bonds, taking advantage of the low long-term fixed rates in the current market. The current expectation is that the bonds will be structured with a final maturity of 2042 – the year that the Franchise Agreement is currently stated to expire – and debt service will be conservatively
structured as level debt service. This resulting level debt service structure will provide greater long-term budgetary flexibility compared to the existing TIFIA loan which accretes and has an increasing debt service repayment schedule. A graph of the pre- and post-refunding debt service is presented below. The bonds will be sold with a call feature, allowing SANDAG to call and restructure the bonds, at par, after a certain number of years (traditionally ten, but the financing team will evaluate shorter call options). The Series 2017 Bonds will be sold with a Debt Service Reserve Fund which is required to secure the lowest cost of borrowing for such securities.

**ANNUAL DEBT SERVICE CHART**

The financing team will continue to work with SANDAG as we approach pricing to evaluate any structural adjustments that would benefit SANDAG. The structure described above is what is currently anticipated, but is subject to change.

**Rating Agency Strategy:** SR-125 currently maintains a single private rating on its TIFIA loans of ‘A-’ from Fitch. The ratings on the Series 2017 Bonds will be the first public ratings on SR-125 obligations. In addition to requesting a Fitch rating, SANDAG is also approaching S&P to provide a second rating on the Series 2017 Bonds. Two ratings are consistent with market standards for similar credits and will help improve the marketability of the Series 2017 Bonds.

**Documents and Schedule:** The SANDAG legal team has drafted documents in connection with the Series 2017 Bonds. These include: the Indenture, First Supplemental Indenture, Resolution, Preliminary Official Statement, and Bond Purchase Agreement. These documents will be presented for Board approval at the September 22, 2017 Board meeting.

Following Board approval and upon receipt of the ratings, SANDAG and its financing team will release the Preliminary Official Statement and embark on a marketing strategy prior to pricing the bonds. The current schedule has pricing slated for early October with the closing later that month; however, the financing team will continuously evaluate market conditions and will remain flexible with respect to when to enter the market.

**Summary:** The current True Interest Cost (“TIC”) is approximately 3.78% in today’s market. Annual debt service will be level at approximately $14.6 million. When compared against the forecasted debt service obligations currently outstanding (TIFIA tranches A, B, C and D as well as
the TransNet loan), present value savings are approximately $54.5 million. Unaudited FY 2017 Net Toll Revenues was $27.4 million, resulting in estimated annual debt service coverage of 1.89 times.
RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED $250,000,000 AGGREGATE PRINCIPAL AMOUNT OF SAN DIEGO ASSOCIATION OF GOVERNMENTS TOLL REVENUE BONDS IN ONE OR MORE SERIES, INCLUDING THE EXECUTION AND DELIVERY OF A MASTER INDENTURE, FIRST SUPPLEMENTAL INDENTURE, A BOND PURCHASE CONTRACT, AN OFFICIAL STATEMENT, AND A CONTINUING DISCLOSURE AGREEMENT, AND THE TAKING OF ALL OTHER ACTIONS NECESSARY IN CONNECTION THEREWITH

WHEREAS, the San Diego Association of Governments ("SANDAG") is a consolidated regional transportation agency organized and existing pursuant to the San Diego Regional Transportation Consolidation Act, being Chapter 3 of Division 12.7 of the Public Utilities Code of the State of California (Section 132350 et seq.), and as it may be amended from time to time hereafter (the "Act");

WHEREAS, SANDAG is authorized pursuant to Sections 143 and 143.1 of the Streets and Highways Code of the State of California (the "Toll Road Act"), that certain Amended and Restated Development Franchise Agreement for a Privatized Transportation Project, dated as of February 1, 2013 (the "Franchise Agreements"), by and between SANDAG and California Department of Transportation, and certain related agreements (collectively, the "Toll Agreements"), to operate, set, collect and continue to collect tolls along the demonstration toll road project known as the South Bay Expressway (the "SR 125 Project"), in the County of San Diego;

WHEREAS, the Act, including Section 132370 and following thereof, authorizes SANDAG to issue one or more series of bonds or other obligations (the "Toll Revenue Obligations") pursuant to the terms and conditions of a resolution adopted by a majority vote of SANDAG, which obligations may be payable from the revenues of such tolls (the "Toll Revenues") and any other source of revenues available to SANDAG and pledged as security for the Toll Revenue Obligations;

WHEREAS, SANDAG in 2011 acquired from South Bay Expressway, LLC ("SBX") all of SBX's right, title and interest in the SR 125 Project;

WHEREAS, in connection with SANDAG’s financing of its acquisition of the SR 125 Project, SANDAG entered into: (i) a TransNet Loan Agreement, dated December 21, 2011 (the "TransNet Loan Agreement"), by and between SANDAG and the San Diego County Regional Transportation Commission (the "Commission"), (ii) a Second Amended and Restated Transportation Infrastructure Finance and Innovation Act (TIFIA) Loan Agreement, dated December 21, 2011 (the "TIFIA Loan Agreement"), by and between SANDAG and the United States Department of Transportation, acting by and through the Federal Highway Administrator ("TIFIA"), (iii) the Series D Agreement, dated December 21, 2011 (the "Series D Agreement"), by and between SANDAG and TIFIA, and (iv) the Master Trust Agreement, dated as of December 21, 2011 (the "Master Trust Agreement"), by and between SANDAG and U.S. Bank National Association, as trustee;
WHEREAS, the Series 2011 Note 4 (TransNet) (First Subordinated Obligation) (the “TransNet Note”), issued and payable pursuant to and secured by the Master Trust Agreement and the TransNet Loan Agreement, is currently outstanding in an aggregate principal amount of $62,352,510;

WHEREAS, the Series 2011 Note 1-A, Series 2011 Note 1-A (TIFIA Tranche A-2 Loan) (Senior Obligation), Series 2011 Note 1-B (TIFIA Tranche B-2 Loan) (Senior Obligation), and Series 2011 Note 1-C, (TIFIA Tranche C-2 Loan) (Senior Obligation) (collectively, the “TIFIA Notes”), issued and payable pursuant to and secured by the Master Trust Agreement and the TIFIA Loan Agreement, are currently outstanding and, as of June 30, 2017, had an aggregate accrued principal amount of $112,352,579;

WHEREAS, the loan payable pursuant to and secured by the Series D Agreement (the “Series D Loan”), is currently outstanding and, as of June 30, 2017, had an aggregate accrued principal amount of $3,052,568;

WHEREAS, SANDAG now desires to refund the TransNet Note, the TIFIA Notes and the Series D Loan and has determined to issue its Bonds (the “Bonds”) pursuant to the Act and in accordance with Article 10 and Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (Section 53570 et seq.) (the “Refunding Bond Law”) in order to: (i) pay, or reimburse SANDAG for the payment of, a portion of the Project Costs (as hereinafter defined), including by refunding the TransNet Note, the TIFIA Notes and the Series D Loan, (ii) fund a reserve deposit, and (iii) pay the Costs of Issuance (as hereinafter defined) of such Bonds;

WHEREAS, in order to establish the terms and conditions for the refunding of such obligations, SANDAG will obtain the consent of the Commission and TIFIA to the refunding of the TransNet Note, the TIFIA Notes and the Series D Loan, and, upon the prepayment thereof, the Master Trust Agreement, the TransNet Loan Agreement, the TIFIA Loan Agreement and the Series D Agreement shall be satisfied and discharged and the estate and rights granted under the Master Trust Agreement shall cease, determine, and become void;

WHEREAS, the following documents have been prepared and presented to SANDAG (collectively, the “Financing Documents”):

1. a proposed form of Master Indenture (the “Indenture”), by and between SANDAG and U.S. Bank National Association, as trustee (the “Trustee”), providing for the issuance and security of the San Diego Association of Governments Toll Revenue Bonds;

2. a proposed form of First Supplemental Indenture (the “First Supplemental Indenture”), by and between SANDAG and the Trustee, providing for the issuance of the San Diego Association of Governments Toll Revenue Bonds, Series 2017 (the “Bonds”);

3. a proposed form of bond purchase agreement setting forth the terms of sale of the Bonds (the “Purchase Contract”), in an aggregate principal amount not to exceed two hundred and fifty million dollars ($250,000,000), which SANDAG proposes to enter into with J.P. Morgan Securities LLC, as representative, acting
on behalf of itself and Barclays Capital Inc., and Citigroup Global Markets, Inc. (collectively, the “Underwriters”);

(4) a proposed form of official statement in preliminary form to be distributed in connection with the offering and sale of the Bonds (the “Official Statement”); and

(5) a proposed form of Continuing Disclosure Agreement (the “Continuing Disclosure Agreement”) to be executed and delivered by SANDAG to assist the Underwriters in satisfying their respective obligations under Rule 15c2-12 promulgated by the Securities and Exchange Commission; and

WHEREAS, the Indenture permits SANDAG to adopt from time to time an Operation and Maintenance Reserve Fund Policy Limit determining the limit of funds to be held in the Operation and Maintenance Reserve Fund established under the Indenture, and the Indenture establishes a Capital Expenditures Fund to fund certain costs of capital projects relating to the SR 125 Project;

WHEREAS, SANDAG has engaged Orrick, Herrington & Sutcliffe LLP as bond counsel, Nixon Peabody LLP, as disclosure counsel and Public Financial Management, Inc. as municipal advisor with respect to the Bonds;

WHEREAS, SANDAG deems it necessary and desirable to sell the Bonds by negotiated sale to the Underwriters, in order to provide flexibility in the timing of the sale of the Bonds, increase the ability to pre-market the Bonds, achieve a more desirable debt structure and aim for an overall lower cost of borrowing;

WHEREAS, SANDAG has been presented with proposed forms of the Financing Documents relating to the financing and the refunding of the TIFIA Notes, the TransNet Note and the Series D Loan described herein (collectively, the “Toll Financing”), and SANDAG has examined and approved each document and desires to authorize and direct the execution of such documents as are specified herein and such other documents as are necessary in connection with the Toll Financing and to authorize and direct the consummation of the Toll Financing; NOW THEREFORE

BE IT RESOLVED

Section 1. SANDAG finds and determines that the foregoing recitals are true and correct and makes them an effective part of this Resolution by incorporating them herein by reference.

Section 2. The issuance by SANDAG of not to exceed $250,000,000 aggregate principal amount of San Diego Association of Governments Toll Revenue Bonds, Series 2017, in accordance with the provisions set forth in the Indenture and the First Supplemental Indenture, in one or more series or subseries, is hereby authorized and approved.

Section 3. The proposed form of Indenture presented to this meeting and the terms and conditions thereof are hereby approved. The Executive Director is hereby authorized and directed, for and in the name and on behalf of SANDAG, to execute and deliver the Indenture, in substantially said form, with such changes therein as the officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.
Section 4. The proposed form of First Supplemental Indenture presented to this meeting and the terms and conditions thereof are hereby approved. The structure, date, maturity date or dates (not to exceed July 1, 2042), fixed interest rate or rates, true interest cost (such true interest cost not to exceed a maximum of 5.00%), interest payment dates, forms, registration privileges, place or places of payment, terms of redemption, mandatory purchase, additional series designation and number thereof and other terms of the Bonds shall be (subject to the foregoing limitations) as provided in the Indenture and the First Supplemental Indenture as finally executed and delivered.

The Executive Director is hereby authorized and directed, for and in the name and on behalf of SANDAG, to execute and deliver the First Supplemental Indenture, in substantially said form, with such changes therein as the officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 5. The proposed form of Purchase Contract presented to this meeting and the terms and conditions thereof are hereby approved. The Executive Director is hereby authorized and directed, for and in the name and on behalf of SANDAG, to sell the Bonds to the Underwriters pursuant to the Purchase Contract, with the Underwriters’ compensation not to exceed 0.425 percent of the principal amount of the Bonds, and to execute and deliver the Purchase Contract, in substantially said form, with such changes therein as the officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 6. The proposed form of Official Statement presented to this meeting is hereby approved. The Executive Director is hereby authorized and directed to execute and deliver the Official Statement in substantially said form with such changes, insertions and deletions as may be approved by the Executive Director, said execution being conclusive evidence of such approval; and the Executive Director is hereby authorized to execute a certificate confirming that the Official Statement in preliminary form is “deemed final” by SANDAG for purposes of Securities and Exchange Commission Rule 15c2-12. The distribution by the Underwriters of copies of the Official Statement in final form to all actual purchasers of the Bonds, and the distribution by the Underwriters of the Official Statement in preliminary form to potential purchasers of the Bonds, is hereby authorized and approved.

Section 7. The proposed form of Continuing Disclosure Agreement presented to this meeting is hereby approved. The Executive Director is hereby authorized and directed, for and in the name and on behalf of SANDAG, to execute and deliver the Continuing Disclosure Agreement in substantially said form, with such changes therein as such officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 8. SANDAG hereby adopts an Operation and Maintenance Reserve Fund Policy Limit in an amount equal to the projected Operation and Maintenance Expenses, as such term is defined in the Indenture, for the next two succeeding Fiscal Years as determined from time to time by SANDAG. SANDAG hereby authorizes to be funded initially from proceeds of toll revenues currently held by or on behalf of SANDAG, in an amount equal to approximately $22,972,204. Following such deposit, SANDAG further authorizes a deposit of the balance of any proceeds of toll revenues held by or on behalf of SANDAG into the Capital Expenditures Fund established by the Indenture or the reserve fund or account established in connection with the issuance of the Bonds.
Section 9. Each of the Executive Director, the Chief Deputy Executive Director of SANDAG or the Director of Finance of SANDAG, acting singly (each an “Authorized Officer”), is hereby authorized to execute all approvals, consents, directions, notices, orders, requests, amendments and other actions permitted or required by any of the documents authorized by this Resolution or the Toll Agreements to effect the Toll Financing, whether before or after the issuance of the Bonds, including, without limitation, any amendment of any of the Toll Agreements or documents authorized by this Resolution, or other agreements related thereto, that may be necessary or desirable in connection with any investment of proceeds of the Bonds, or in connection with the addition, substitution or replacement of underwriters, or any agreements with paying agents, escrow agents or verification agents, the removal or replacement of the Trustee or any similar action may be given or taken by an Authorized Officer, without further authorization or direction by SANDAG, and each Authorized Officer, acting singly, is hereby authorized and directed to give any such approval, consent, direction, notice, order, request, or other action and to execute such documents and take any such action which such Authorized Officer may deem necessary or desirable to further the purposes of this Resolution.

Section 10. All actions heretofore taken by the officers and agents of SANDAG with respect to the Toll Financing and the issuance and sale of the Bonds, are hereby ratified, confirmed and approved. If at the time of execution of any of the documents authorized herein, the Executive Director is unavailable, such documents may be executed by the Chief Deputy Executive Director of SANDAG or the Director of Finance in lieu of the Executive Director. The Chair of the Board or, in the Chair’s absence, a Vice Chair of the Board, is hereby authorized to execute and deliver the Bonds. The Executive Director of SANDAG is hereby authorized to execute and attest to the execution of the Bonds. The Clerk of the Board is hereby authorized to attest to the execution by an Authorized Officer of any of such documents as said officers deem appropriate.

The officers and agents of SANDAG are hereby authorized and directed, jointly and severally, for and in the name and on behalf of SANDAG, to adopt or amend written procedures relating to its bonds and to do any and all things and to take any and all actions and to execute and deliver any and all agreements, certificates and documents, including, without limitation, signature certificates, certificates concerning the contents of the Official Statement and the representations and warranties in the Purchase Contract, any tax certificates or agreements, any agreements for depository or verification services, and any agreements for rebate compliance services, which they, or any of them, may deem necessary or advisable in order to consummate the Toll Financing and the issuance and sale of the Bonds and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, the Act, the Toll Agreements, the Indenture, the Bonds and the other documents approved hereby.

Section 11. All Authority herein vested in the Executive Director is likewise invested in the Chief Deputy Executive Director, and, without limitation, the Chief Deputy Executive Director may take any action, make any approval and execute or attest any document, including the Bonds, which the Executive Director is authorized to take or perform herein, with the same force and effect.
Section 12. This Resolution shall take effect immediately upon its adoption and approval.

PASSED AND ADOPTED this 22nd of September 2017.

______________________________  ________________________________
CHAIR  SECERTARY

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, San Diego Unified Port District, San Diego County Water Authority, Southern California Tribal Chairmen’s Association, and Mexico.
In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to SANDAG, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes. In the further opinion of Bond Counsel, interest on the Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although Bond Counsel observes that such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Bonds. See “TAX MATTERS.”

Dated: Date of Delivery

The San Diego Association of Governments (“SANDAG”) is issuing its $[_________] South Bay Expressway Toll Revenue First Senior Lien Bonds, 2017 Series A (the “Bonds”) for the purpose of providing funds, together with other available moneys, to refinance indebtedness incurred by SANDAG in connection with the acquisition of the South Bay Expressway, to fund a reserve account, and to pay the costs of issuance of the Bonds.

The South Bay Expressway is an approximately 10-mile contiguous tolled segment of State Route 125 from Otay Mesa Road/State Route 905/State Route 11 in the south to State Route 54 in the north. The South Bay Expressway connects Otay Mesa, the largest area of industrial-zoned land remaining in San Diego County, with eastern Chula Vista and points north and east, reducing commute times and providing convenient access to downtown San Diego, Sorrento Valley, Santee, I-8 and I-15, and Mexico. The South Bay Expressway is owned by the California Department of Transportation and operated by SANDAG pursuant to a Franchise Agreement.

The Bonds will mature in the principal amounts on the dates and in the years, and will bear interest at the respective rates of interest per annum, as set forth on the inside cover page hereof. SANDAG will pay interest on the Bonds on [___] 1 and [___] 1 of each year, commencing [___] 1, 2018.

The Bonds are subject to optional and mandatory redemption prior to their respective stated maturities, as described herein.

The Bonds are limited obligations of SANDAG payable, as to principal thereof, and redemption premium, if any, upon the redemption of any thereof, and interest thereon, solely from the Trust Estate as provided in the Indenture and SANDAG is not obligated to pay them except from the Trust Estate. The Trust Estate consists of, among other things, Toll Revenues and amounts in specified Funds and Accounts under the Indenture. Toll Revenues include toll revenues, user fees, fines, rents or other similar charges payable to SANDAG for use of the South Bay Expressway.

The Bonds are offered when, as and if issued and received by the Underwriters, subject to the approval of the valid, legal and binding nature of the Bonds by Orrick, Herrington & Sutcliffe LLP, San Francisco, California, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for SANDAG by Nixon Peabody LLP, Los Angeles California, Disclosure Counsel to SANDAG, for the Underwriters by their counsel, Norton Rose Fulbright US LLP, and for the Trustee, by its counsel. It is anticipated that the Bonds will be available for delivery through the facilities of The Depository Trust Company on or about _____, 2017.

J.P. Morgan

Citigroup

Dated: ________, 2017

* Preliminary, subject to change.
MATURITY SCHEDULE

$[_________]†
SAN DIEGO ASSOCIATION OF GOVERNMENTS
SOUTH BAY EXPRESSWAY
TOLL REVENUE FIRST SENIOR LIEN BONDS, 2017 SERIES A

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* Preliminary, subject to change.
† CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by Standard & Poor’s Financial Services LLC on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. None of the Underwriters, the Financial Advisor or SANDAG is responsible for the selection or correctness of the CUSIP numbers set forth herein.
+ Priced to par call on ____.
Limitations Regarding Offering. No broker, dealer, salesperson or any other person has been authorized to give any information or to make any representations, other than those contained in this Official Statement, in connection with the offering of the Bonds, and if given or made, such information or representations must not be relied upon as having been authorized by SANDAG. This Official Statement does not constitute an offer to sell, or the solicitation from any person of an offer to buy, nor shall there be any sale of the Bonds by any person in any jurisdiction where such offer, solicitation or sale would be unlawful. The information set forth herein is subject to change without notice. The delivery of this Official Statement at any time does not imply that information herein is correct or complete as of any time after its date.

Forward-Looking Statements. This Official Statement contains forecasts, projections, estimates and other forward-looking statements that are based on current expectations. The words “expects,” “forecasts,” “projects,” “intends,” “anticipates,” “estimates,” “assumes” and analogous expressions are intended to identify forward-looking statements. Such forecasts, projections and estimates are not intended as representations of fact or guarantees of results. Any such forward-looking statements inherently are subject to a variety of risks and uncertainties that could cause actual results or performance to differ materially from those that have been forecast, estimated or projected. These forward-looking statements speak only as of the date of this Official Statement. SANDAG disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statement contained herein to reflect any changes in the SANDAG’s expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based.

Underwriters’ Disclaimer. The Underwriters have provided the following sentence for inclusion in this Official Statement: The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

No Securities Registration. The Bonds have not been registered under the Securities Act of 1933, as amended, in reliance upon an exemption from the registration requirements contained in such Act. The Bonds have not been registered or qualified under the securities laws of any state.

Websites Not Incorporated. SANDAG maintains a website and the information presented on that website is not incorporated by reference as part of this Official Statement and should not be relied upon in making investment decisions with respect to the Bonds. Any references to internet websites contained in this Official Statement are shown for reference and convenience only; the information contained in such websites is not incorporated herein by reference and does not constitute a part of this Official Statement.
[MAP OF SR-125]
SAN DIEGO ASSOCIATION OF GOVERNMENTS
BOARD MEMBERS
CHAIR: Hon. Ron Roberts
VICE-CHAIR: Hon. Terry Sinnott

City of Carlsbad
Hon. Matt Hall, Mayor
(A) Hon. Keith Blackburn, Mayor Pro Tempore
(A) Hon. Cori Schumacher, Councilmember

City of Chula Vista
Hon. Mary Salas, Mayor
(A) Hon. Steve Padilla, Councilmember
(A) Hon. John Mccann, Councilmember

City of Coronado
Hon. Richard Bailey, Mayor
(A) Hon. Bill Sandke, Councilmember
(A) Hon. Carrie Downey, Councilmember

City of Del Mar
Hon. Terry Sinnott, Mayor
(A) Hon. Ellie Haviland, Councilmember
(A) Hon. Dave Druker, Councilmember

City of El Cajon
Hon. Bill Wells, Mayor
(A) Hon. Steve Goble, Councilmember

City of Encinitas
Hon. Catherine Blakespear, Mayor
(A) Hon. Tony Kranz, Deputy Mayor
(A) Hon. Tasha Boerner Horvath, Councilmember

City of Escondido
Hon. Sam Abed, Mayor
(A) Hon. John Masson, Councilmember
(A) Hon. Ed Gallo, Councilmember

City of Imperial Beach
Hon. Serge Dedina, Mayor
(A) Hon. Ed Spriggs, Mayor Pro Tempore
(A) Hon. Robert Patton, Councilmember

City of La Mesa
Hon. Kristine Alessio, Councilmember
(A) Hon. Bill Barber, Councilmember
(A) Hon. Colin Parent, Councilmember

City of Lemon Grove
Hon. Jerry Jones, Councilmember
(A) Hon. Jennifer Mendoza, Mayor Pro Tempore
(A) Hon. Raquel Vasquez, Mayor

City of National City
Hon. Ron Morrison, Mayor
(A) Hon. Alejandra Sotelo-Solis, Councilmember
(A) Hon. Mona Rios, Councilmember

City of Oceanside
Hon. Jim Wood, Mayor
(A) Hon. Chuck Loevy, Deputy Mayor
(A) Hon. Jerry Kern, Councilmember

City of Poway
Hon. Steve Vaus, Mayor
(A) Hon. Jim Cunningham, Councilmember
(A) Hon. John Mullin, Councilmember

City of San Diego
Hon. Kevin Faulconer, Mayor
(A) Hon. Lorie Zapf, Councilmember
(A) Hon. Chris Cate, Councilmember
Hon. Myrtle Cole, Council President
(A) Hon. Barbara Bry, Councilmember
(A) Hon. Georgette Gomez, Councilmember

City of San Marcos
Hon. Jim Desmond, Mayor
(A) Hon. Chris Orlando, Councilmember
(A) Hon. Kristal Jabara, Councilmember

City of Santee
Hon. John Minto, Mayor
(A) Hon. Ronn Hall, Councilmember
(A) Hon. Rob Menelis, Councilmember

City of Solana Beach
Hon. David A. Zito, Councilmember
(A) Hon. Jewel Edson, Councilmember
(A) Hon. Mike Nichols, Mayor

City of Vista
Hon. Judy Ritter, Mayor
(A) Hon. John Aguilera, Councilmember
(A) Hon. Amanda Rigby, Councilmember

County of San Diego
Hon. Dianne Jacob, Chair
(A) Hon. Bill Horn, Supervisor
Hon. Ron Roberts, Supervisor
(A) Hon. Greg Cox, Supervisor
(A) Hon. Kristin Gaspar, Vice Chair

Advisory Members

Imperial County
Hon. John Renison, Supervisor, District 1
(A) Mark Baza, Imperial County Transportation Commission

California Department of Transportation
Malcom Dougherty, Director
(A) Laurie Berman, District 11 Director
(A) Ann Fox, Deputy Director

Metropolitan Transit System
Harry Mathis, Chairman
(A) Hon. Mona Rios

North County Transit District
Hon. Rebecca Jones, Chair
(A) Hon. Ed Gallo
(A) Hon. Jewel Edson

United States Department of Defense
Joe Shuyvesant, Navy Region Southwest, Executive Director
(A) Steve Chung, Navy Region Southwest

San Diego Unified Port District
Hon. Garry Bonelli, Commissioner
(A) Hon. Rafael Castellanos, Commissioner

San Diego County Water Authority
Mark, Muir, Chair
(A) Jim Madaffer, Vice Chair
(A) Christy Guerin, Director

Southern California Tribal Chairmen’s Association
Hon. Cody Martinez, Chairman, Sycuan Band of the Kumeyaay Nation
Hon. Robert Smith, Chairman, Pala Band of Mission Indians

Mexico
Hon. Marcela Celorio, Cónsul General de Mexico
Vacant, Deputy Cónsul General of Mexico
(A) Ruth Alicia Lopez, Vice Consul
SAN DIEGO ASSOCIATION OF GOVERNMENTS

MANAGEMENT

Chief Deputy Executive Director
Kim Kawada

General Counsel
John F. Kirk

Director of Finance
André Douzdjian

Chief Economist and Director of Technical Services
Ray Major

Director of Operations
Ray Traynor

SPECIAL SERVICES

Municipal Advisor
PFM Financial Advisors LLC
San Francisco, California

Bond Counsel
Orrick, Herrington & Sutcliffe LLP
San Francisco, California

Disclosure Counsel
Nixon Peabody LLP
Los Angeles, California

Trustee
U.S. Bank National Association
Los Angeles, California
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SAN DIEGO ASSOCIATION OF GOVERNMENTS
SOUTH BAY EXPRESSWAY
TOLL REVENUE FIRST SENIOR LIEN BONDS, 2017 SERIES A

INTRODUCTION

General

The purpose of this Official Statement is to set forth information concerning the issuance and sale of the San Diego Association of Governments South Bay Expressway Toll Revenue First Senior Lien Bonds, 2017 Series A, in the aggregate principal amount of $_______* (the “Bonds”) pursuant to a Master Indenture, dated as of _______1, 2017, (the “Master Indenture”) as supplemented by the First Supplemental Indenture dated as of ______ 1, 2017 (the “Supplemental Indenture” together with the Master Indenture, the “Indenture”), between the San Diego Association of Governments (“SANDAG”) and U.S. Bank National Association, as trustee (the “Trustee”).

San Diego Association of Governments

SANDAG is a consolidated regional transportation agency organized and existing pursuant to the San Diego Regional Transportation Act, beginning Chapter 2 of Division 12.7 of the Public Utilities Code of the State of California (Section 132350 et seq.). SANDAG is governed by a Board of Directors composed of mayors, councilmembers, and county supervisors from the County of San Diego (the “County”) and each city in the County. SANDAG serves as a regional decision making forum for the San Diego area for issues including transportation, environmental management, housing, open space, air quality, energy, fiscal management, economic development, and public safety.

South Bay Expressway

The South Bay Expressway is an approximately 10-mile contiguous tolled segment of State Route 125 (“SR-125”) from Otay Mesa Road/State Route 905 (“SR-905”)/State Route 11 (“SR-11”) in the south to State Route 54 (“SR-54”) in the north. The South Bay Expressway connects Otay Mesa, the largest area of industrial-zoned land remaining in San Diego County, with eastern Chula Vista and points north and east, reducing commute times and providing convenient access to downtown San Diego, Sorrento Valley, Santee, I-8 and I-15, and Mexico. The South Bay Expressway is owned by the California Department of Transportation (“Caltrans”) and was originally developed and constructed by South Bay Expressway, LLC (together with its predecessor entities, “SBX”), a private entity that filed for bankruptcy in April 2010. SANDAG acquired the South Bay Expressway from the SBX bankruptcy estate in December 2011. SANDAG operates, maintains and tolls the South Bay Expressway pursuant to an Amended and Restated Development Franchise Agreement between Caltrans and SANDAG dated February 1, 2013 (the “Franchise Agreement”). When SANDAG acquired the South Bay Expressway, Caltrans and SANDAG amended the Franchise Agreement pursuant to Section

* Preliminary, subject to change.
143.1 of the California Streets and Highway Code, which also provides that SANDAG may operate the South Bay Expressway beyond the term of the Franchise Agreement if specified conditions are satisfied. See “DESCRIPTION OF SOUTH BAY EXPRESSWAY” herein.

Use of Proceeds

Proceeds of the Bonds, together with other available funds, will be used to (i) refund all of SANDAG’s outstanding indebtedness incurred to finance SANDAG’s acquisition of the South Bay Expressway, (ii) fund a Reserve Account, and (iii) pay the costs of issuance of the Bonds. See “PLAN OF FINANCE” and “ESTIMATED SOURCES AND USES OF FUNDS.”

Security and Sources of Payment for the Bonds

The Bonds are limited obligations of SANDAG payable, as to principal thereof, and redemption premium, if any, upon the redemption of any thereof, and interest thereon, solely from the Trust Estate as provided in the Indenture and SANDAG is not obligated to pay them except from the Trust Estate. The Trust Estate consists of, among other things, Toll Revenues and amounts in specified Funds and Accounts under the Indenture. Toll Revenues include toll revenues, user fees, fines, rents or other similar charges payable to SANDAG for use of the South Bay Expressway. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.”

PLAN OF FINANCE

Proceeds of the Bonds, together with other available funds, will be used to (i) refinance indebtedness SANDAG incurred to acquire the South Bay Expressway (“Acquisition Debt”), consisting of the obligations in the table below, (ii) fund a Reserve Account, and (iii) pay the costs of issuance of the Bonds. See “ESTIMATED SOURCES AND USES OF FUNDS.”

The Acquisition Debt consists of the following obligations:

<table>
<thead>
<tr>
<th>Obligation</th>
<th>Outstanding Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Series 2011 Note 1-A (TIFIA Tranche A-2 Loan) (Senior Obligation) issued under the Second Amended and Restated TIFIA Loan Agreement, dated December 21, 2011 (the “TIFIA Loan Agreement”), by and between SANDAG and the United States Department of Transportation, acting by and through the Federal Highway Administrator (“TIFIA”)</td>
<td>$ 55,063,101</td>
</tr>
<tr>
<td>Series 2011 Note 1-B (TIFIA Tranche B-2 Loan) (Senior Obligation) issued under the TIFIA Loan Agreement</td>
<td>52,591,223*</td>
</tr>
<tr>
<td>Series 2011 Note 1-C, (TIFIA Tranche C-2 Loan) (Senior Obligation) issued under the TIFIA Loan Agreement</td>
<td>4,698,254*</td>
</tr>
<tr>
<td>Obligation</td>
<td>Outstanding Amount</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>Series D Notes issued pursuant to the Series D Agreement, dated December 21, 2011, by and between SANDAG and TIFIA</td>
<td>3,052,568$</td>
</tr>
<tr>
<td>Series 2011 Note 4 (TransNet) (First Subordinated Obligation) issued pursuant to the TransNet Loan Agreement, dated December 21, 2011, by and between SANDAG and the San Diego County Regional Transportation Commission</td>
<td>62,352,510</td>
</tr>
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</table>

Total Outstanding Acquisition Debt $177,757,656

* Value accreted through June 30, 2017.

At the time of issuance of the Bonds and the application of Bond proceeds, no debt incurred in connection with SANDAG’s financing of its acquisition of the South Bay Expressway, including its Acquisition Debt, will remain outstanding.

ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources and uses of funds with respect to the Bonds are as follows:

Sources:
- Principal Amount
- Original Issue Premium
- Cash on Hand
- Total Sources

Uses:
- Refinancing of Acquisition Debt
- Deposit to Reserve Account
- Costs of Issuance(1)
- Total Uses

(1) Includes fees of Bond Counsel, Disclosure Counsel, the Trustee, Underwriters’ discount, consulting fees, rating agency fees, printing costs and certain miscellaneous expenses.

SAN DIEGO ASSOCIATION OF GOVERNMENTS

General

SANDAG, consisting of 19 local government members, serves as the forum for regional decision-making. SANDAG builds consensus; makes strategic plans; obtains and allocates resources; plans, engineers, and builds public transportation, and provides information on a broad range of topics pertinent to the region’s quality of life.
SANDAG and the San Diego Regional Transportation Commission (the “Commission”) share the same Board of Directors. The Commission has issued several series of sales tax revenues bonds. The Bonds do not constitute a debt or liability of the Commission and are neither payable nor secured by the sales tax revenues of the Commission.

Executive Staff

Key staff members, the position held by each and a brief statement of the background of each staff member are set forth below.

**Kim Kawada**, Chief Deputy Executive Director. Ms. Kawada’s major responsibilities include managing the ongoing operations of SANDAG. She is responsible for overseeing the day-to-day activities of an agency with more than a $1 billion budget and about 350 employees, including the Administration, Finance, Land Use and Transportation Planning, Mobility Management and Project Implementation, Operations, Technical Services, and TransNet Departments. She joined SANDAG in 1995, serving in a variety of leadership roles at the agency for more than 22 years. Ms. Kawada works with other local, regional, state, and federal agencies on regional infrastructure planning, programming and implementation issues. She has extensive experience working with elected leaders throughout the region to build consensus to achieve wide-ranging regional goals. Prior to her current role, Ms. Kawada served as TransNet and Legislative Affairs Program Director managing and directing the operations of the SANDAG TransNet program and federal and state legislative affairs. Ms. Kawada has played an instrumental role in many of the agency’s programs and projects, ranging from long-term transportation planning to budgeting to setting public policy priorities. Her leadership on legislative efforts enabled SANDAG to operate new toll and managed lanes to expand travel choices, and to use innovative project delivery methods to save money and accelerate completion. She is a graduate of Brown University with a Bachelor of Arts in American History.

**John F. Kirk**, General Counsel. Mr. Kirk was appointed General Counsel for SANDAG in January 2012. Mr. Kirk was originally hired by SANDAG as Deputy General Counsel in June 2006. Between 1990 and 2006 Mr. Kirk served the City of San Diego as a Deputy City Attorney. Mr. Kirk holds a Bachelors’ degree from Wabash College and a Juris Doctorate from Pepperdine University’s School of Law.

**André Douzdjian**, Director of Finance. Mr. Douzdjian serves as SANDAG’s Chief Financial Officer and directs all financial and budgeting functions for SANDAG. Mr. Douzdjian returned to SANDAG in June of 2012. During the previous 12 years, Mr. Douzdjian worked in the capacity of Chief Financial Officer for two privately-held staffing companies, where he was a co-founder and shareholder of those businesses. Prior to that, Mr. Douzdjian was the Financial Services Manager at SANDAG, a position that he held for almost 10 years, from 1991 to 2000. Prior to his employment at SANDAG, Mr. Douzdjian was a Senior Accountant for KPMG, LLP, a certified accounting firm. Mr. Douzdjian received a Bachelor of Business Administration (B.A.) degree in Accounting in 1988 from the University of San Diego and a Master’s degree in Business Administration (M.B.A.) with an emphasis in Finance in 1996 from San Diego State University and is a Certified Public Accountant. Mr. Douzdjian is a member of the Government Finance Officers Association.
Ray Major, Chief Economist and Director of Technical Services. Mr. Major originally joined SANDAG in 1987 as a Research Analyst and economist responsible for SANDAG’s econometric and economic impact models, custom analytic research projects, and for developing the San Diego region’s comprehensive Economic Prosperity Strategy. He left SANDAG in 1994 and joined the Nielsen companies where he served as a senior executive holding numerous positions including Chief Marketing Officer, Chief Customer Officer, and product strategist. Mr. Major oversaw the product development of Claritas, a major provider of demographic and segmentation data. As General Manager of Integras, he ran the division of Claritas specializing in Business Intelligence (BI) and predictive analytics, geo-spatial and economic modeling services. In 2010, Mr. Major moved to Halo BI, a state-of-the-art business intelligence and predictive modeling software and service provider where he served as CMO, COO, and CEO. Mr. Major rejoined SANDAG in 2015 where he now serves as the Director of Technical Services. Mr. Major holds both graduate and undergraduate degrees in economics from San Diego State University, with an emphasis in developmental economics, and econometrics.

Ray Traynor, Director of Operations, South Bay Expressway. Mr. Traynor serves as Director of Operations of the South Bay Expressway. Mr. Traynor’s responsibilities include managing SANDAG’s toll operations program; information technology; intelligent transportation systems; and transportation demand management. In this role, Ray is responsible for overseeing the day-to-day activities of SANDAG’s toll operations which includes the South Bay Expressway and the Interstate 15 Express Lanes. Prior to joining SANDAG in 2012, Ray, served as Vice President General Manager of Axiom xCell, a software development company, where he managed all aspects of the business. Prior to joining Axiom xCell, Mr. Traynor served as SANDAG’s Manager of Mobility which included overseeing the Interstate 15 Express Lanes toll operations and intelligent transportation systems programs. Prior to his experience at SANDAG, Ray was the Product Manager at Novatel Wireless, a global provider of solutions for the Internet of Things and fleet telematics markets; in his role Ray managed the development of wireless data modems. Earlier in his career, Ray worked at Caltrans District 11 where he served as Project Manager and was responsible for the delivery of the region’s Border Capital Program, which included leading the development of State Route 7 and State Route 905. Mr. Traynor holds a Master’s degree in Business Administration (M.B.A.) from San Diego State University, and a Bachelor’s degree in Landscape Architecture from Cal Poly San Luis Obispo.

Independent Examination of Measure A Revenue Estimates

In 2016, the SANDAG Board of Directors endorsed Measure A, which sought to establish a new half-cent retail sales tax for the San Diego region. The supporters of Measure A campaigned for its passage with the representation that the additional sales tax would generate roughly $18 billion in revenue, which would be used for transportation needs throughout the region. The estimates of potential revenue from the passage of Measure A were over-estimated, a fact that was reported by the press in October 2016. The following month, Measure A was defeated at the polls.

The SANDAG Board of Directors commissioned an independent inquiry on April 14, 2017, to determine which individuals within SANDAG knew that the revenue estimates were overstated, when those individuals gained that knowledge, and with whom that information was
shared. A report on the independent inquiry was presented to the SANDAG Board of Directors on August 4, 2017. The report found that a computer input error in 2004 caused projections of sales tax receipts to be erroneously high. Several staff members questioned the projections and advised against using them. However, it was not until two days after the November 2016 election that staff discovered the source of the error. The report found that no one at SANDAG intended to misrepresent the revenue forecast and makes a series of policy and procedural recommendations to avoid such issues in the future. The SANDAG Board of Directors is expected to provide direction to staff based on the findings of the independent investigation. The report is available on the SANDAG website as part of the SANDAG Board of Directors’ special meeting agenda minutes for the August 4, 2017.

The public reaction to the circumstances surrounding the November 2016 election have had an impact on SANDAG. A bill has been introduced (but not yet passed) into the State Legislature to make changes to SANDAG’s governance structure and provide additional oversight. In addition, SANDAG Executive Director Gary L. Gallegos retired effective August 18, 2017. Under SANDAG Board policy, the Chief Deputy Executive Director has all of the authority of the Executive Director. It remains possible that SANDAG will continue to experience additional changes as a result of the reaction, including in the governance or management of SANDAG. See “RISK FACTORS—The State Legislature can adopt laws that can impact SANDAG’s governance and management” below.

DESCRIPTION OF THE BONDS

General

The Bonds will be dated their date of delivery, will mature in the principal amounts on the dates and in the years, and will bear interest, on the basis of a 360-day year of twelve 30-day months, at the rates set forth on the inside front cover page of this Official Statement. SANDAG will pay interest on the Bonds on [___] 1 and [___] 1 of each year, commencing [___] 1, 2018.

Redemption

Optional Redemption. The Bonds are subject to redemption prior to their respective stated maturities, at the option of SANDAG, from any source of available funds, as a whole or in part, on any date on or after [_______ 1, 20__] at the principal amount of the Bonds called for redemption plus accrued interest to the date fixed for redemption, without premium.

Mandatory Redemption. The Bonds maturing on [_______ 1, 20__] are also subject to mandatory redemption prior to their respective stated maturities, in part, by lot, from Sinking Fund Installments on each [_______ 1] a Sinking Fund Installment is due as specified in the Indenture, in the principal amount equal to the Sinking Fund Installment due on such date and at a redemption price equal to 100% of the principal amount thereof, plus accrued but unpaid interest to the redemption date, without premium.

The Sinking Fund Installments for the Series 2017 Term Bond maturing on [_______ 1, 20__] shall be due in the amounts and on the dates as follows:

<table>
<thead>
<tr>
<th>Sinking Fund</th>
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</table>

4824-2241-4406.10

29
Installment Dates

(1)

Installments

20[__]

$20[__]*

*Final Maturity

On or before the date such Sinking Fund Installments are due, the Trustee shall deposit such amounts to the Principal Account and amounts so transferred shall be applied as provided in the Indenture.

Selection of Bonds for Redemption. SANDAG shall designate which maturities of the Bonds are to be called for redemption pursuant to the Indenture and what Sinking Fund Installments are to be reduced as allocated to such redemptions. Whenever provision is made in the Indenture for the redemption of less than all of the Bonds maturing on a specific maturity date, the Trustee shall select the Bonds of such maturity to be redeemed, from the Outstanding Bonds of such maturity and Series not previously called for redemption, in minimum denominations of $5,000 (of principal), by lot in any manner which the Trustee in its sole discretion shall deem appropriate. In the event Term Bonds are designated for redemption, SANDAG may designate the Sinking Fund Installments under the Indenture, or portions thereof, that are to be reduced as allocated to such redemption. The Trustee shall promptly notify SANDAG in writing of the Bonds of such series so selected for redemption.

Notice of Redemption. A notice of redemption shall be mailed by the Trustee, not less than twenty (20) nor more than sixty (60) days prior to the redemption date, to each Owner and to the MSRB. Notice of redemption to the Owners shall be given by first class mail. Each notice of redemption shall state the date of such notice, the date of issue of the Series of Obligations to which such notice relates, the redemption date, the redemption price, the place or places of redemption (including the name and appropriate address or addresses of the Trustee), the CUSIP number (if any) of the maturity or maturities, and, in the case of a redemption in part only, the identity of the Bonds to be redeemed. Except in the case of conditional optional redemption, each such notice shall also state that on said date there will become due and payable on each of said Bonds the redemption price thereof, together with interest accrued thereon to the date fixed for redemption, and that from and after such redemption date interest thereon shall cease to accrue, and shall require that such Bonds be then surrendered at the address or addresses of the Trustee specified in the redemption notice. Neither SANDAG nor the Trustee shall have any responsibility for any defect in the CUSIP number that appears on any Bonds or in any redemption notice with respect thereto, and any such redemption notice may contain a statement to the effect that CUSIP numbers have been assigned by an independent service for convenience of reference and that neither SANDAG nor the Trustee shall be liable for any inaccuracy in such numbers. Failure of any Owner to receive any notice of redemption or any defect therein shall not affect the sufficiency of any proceedings for redemption.
Conditional Notice of Redemption; Rescission. Any optional redemption of the Bonds and notice thereof shall be conditional and shall be rescinded and cancelled pursuant to the provisions of the Indenture if for any reason on the date fixed for redemption moneys are not available in the Redemption Fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of, interest, and any premium due on the Bonds called for redemption.

Effect of Redemption. Notice of redemption having been duly given, and moneys for payment of the redemption price of, together with interest accrued to the redemption date on, the Bonds (or portions thereof) so called for redemption being held by the Trustee, on the redemption date designated in such notice, the Bonds (or portions thereof) so called for redemption shall become due and payable at the redemption price specified in the Master Indenture, together with interest accrued thereon to the date fixed for redemption, interest on the Bonds so called for redemption shall cease to accrue, said Bonds (or portions thereof) shall cease to be entitled to any benefit or security under the Master Indenture, and the Owners of said Bonds shall have no rights in respect thereof except to receive payment of said redemption price and accrued interest to the date fixed for redemption.

Partial Redemption of Obligations. Upon surrender of any Bonds to be redeemed in part only, SANDAG shall execute, and the Trustee shall authenticate and deliver to the Owner of such Bonds, at the expense of SANDAG, a new Bond or Bonds of Authorized Denominations equal in Bond Obligation to the unredeemed portion of the Bond surrendered, of the same Series, maturity and terms as the surrendered Bond.

SECURITY AND SOURCES OF PAYMENTS FOR THE BONDS

General

The Bonds are being issued as First Senior Lien Obligations and are the first Series of First Senior Lien Obligations issued by SANDAG under the Master Indenture. The Bonds are limited obligations of SANDAG payable, as to principal thereof, and redemption premium, if any, upon the redemption of any thereof, and interest thereon, solely from the Trust Estate as provided in the Indenture and SANDAG is not obligated to pay them except from the Trust Estate. The Trust Estate consists of, among other things, Toll Revenues and amounts in specified Funds and Accounts under the Indenture. Toll Revenues include toll revenues, user fees, fines, rents or other similar charges payable to SANDAG for use of the South Bay Expressway.

Trust Estate

Under the Master Indenture, the Trust Estate consists of (a) the Toll Revenues, (b) all interest or other income from investment of money in the Funds and Accounts established under the Master Indenture (excluding the Rebate Fund and the Distribution Fund, and any Fund or Account established to hold the proceeds of a drawing on any Credit Support Instrument), (c) all Swap Revenues, and (d) all amounts (including the proceeds of Obligations) held in each Fund and Account established under the Master Indenture (except for amounts on deposit in the Rebate Fund and the Distribution Fund, and amounts on deposit in any Fund or Account established to hold the proceeds of a drawing on any Credit Support Instrument).
Toll Revenues are comprised of (a) toll revenues, user fees, fines, rents or other similar charges payable to SANDAG for use of the Toll Road (as defined in the Master Indenture), as well as fines and penalties and interest thereon collected as a result of a failure to pay any such amounts, (b) proceeds of insurance payable to or received by SANDAG with respect to the Toll Road (whether by way of claims, return of premiums, ex gratia settlements or otherwise), including proceeds from business interruption insurance and loss of advance profits insurance, except for proceeds of fire and other casualty insurance that are deposited to the Insurance and Condemnation Proceeds Account of the Project Fund and actually applied or reserved for application to the repair, restoration or replacement of the Toll Road, (c) proceeds of any condemnation awards with respect to the Toll Road, except to the extent deposited to the Insurance and Condemnation Proceeds Account of the Project Fund and actually applied or reserved for application to the replacement of the South Bay Expressway, (d) liquidated damages for delayed completion of a Project payable to SANDAG under a construction contract relating to the Toll Road or a portion thereof, (e) proceeds of credit support provided by a Toll Operator pursuant to an operating agreement, and (f) any other incidental or related fees or charges; but excluding therefrom cash advances representing deposits against future toll payments from users or potential users of the Toll Road. Toll Revenues do not include TransNet sales tax revenues or any other SANDAG source.

**Additional Toll Road Facilities**

Under the Master Indenture, the term “Toll Road” initially means the South Bay Expressway. However, under the definition of “Toll Road” in the Master Indenture, “Toll Road” can potentially include streets, roads or highways in addition to the South Bay Expressway if SANDAG has all right, power and authority pursuant to law to impose tolls, and upon which tolls are imposed by SANDAG. Under the terms of the Master Indenture, “Toll Road” does not include any Special Project, which means any project so designated by SANDAG.

**Flow of Funds**

Under the Master Indenture, the following funds and accounts are established; the Capital Expenditures Fund, the Distribution Fund, the Operations and Maintenance Fund, the Operations and Maintenance Reserve Fund, the Project Fund, the Rebate Fund, the Redemption Fund, the First Senior Lien Obligations Fund, the First Senior Lien Obligations Reserve Fund, the Second Senior Lien Obligations Fund, the Second Senior Lien Obligations Reserve Fund, the Subordinate Obligations Fund, the Subordinate Obligations Reserve Fund, and the Toll Revenue Fund. The Trustee is obligated to make the following transfers and payments from the Toll Revenue Fund in the amounts, at the times and only for the purposes specified in the Indenture and in the following order of priority (it being agreed that no amount shall be transferred on any date pursuant to any clause below until amounts sufficient as of that Monthly Funding Date (to the extent applicable) for all the purposes specified under the Indenture shall have been transferred or set aside):

First, on each Monthly Funding Date, to the Operation and Maintenance Fund, the amount necessary to increase the balance of the Operation and Maintenance Fund to an amount equal to the Operation and Maintenance Expenses then due and payable, plus one-twelfth (1/12)
of the Operation and Maintenance Expenses projected in accordance with the most recently-adopted Annual Operating Budget of SANDAG to be due and payable during the Fiscal Year continuing or commencing on the day after such Monthly Funding Date;

Second, on each Monthly Funding Date, any payments then due and payable by SANDAG to the Rebate Fund or any similar rebate fund established with respect to any future tax-exempt borrowing transaction under the Master Indenture;

Third, (x) on each Monthly Funding Date and on each other date on which the following amounts shall be due and payable, to the First Senior Lien Obligations Interest Account the sum of (A)(1) in the case of Outstanding First Senior Lien Obligations with semiannual interest payment dates, one-sixth (1/6) of the amount of the interest payable on such First Senior Lien Obligations on the next interest payment date; (2) in the case of Outstanding First Senior Lien Obligations with quarterly interest payment dates, one-third (1/3) of the amount of the interest payable on such First Senior Lien Obligations on the next interest payment date; and (3) in the case of Outstanding First Senior Lien Obligations with monthly interest payment dates, the amount of interest payable on such First Senior Lien Obligations on the next interest payment date; plus (B) the sum of any continuing shortfall in transfers required to have been made to the First Senior Lien Obligations Interest Account on any preceding Monthly Funding Date; plus (C) if such Monthly Funding Date is also an interest payment date or the last Monthly Funding Date before an interest payment date on any First Senior Lien Obligations, any other amount required to make the amount credited to the First Senior Lien Obligations Interest Account equal to the amount payable on such First Senior Lien Obligations on such interest payment date; and (y) on each Monthly Funding Date, to the applicable Swap Parties, scheduled Hedging Obligations due under any Qualified Swap Agreements, if any, net of any scheduled amounts payable to SANDAG with respect to such scheduled Hedging Obligations;

Fourth, on each Monthly Funding Date and on each other date on which the following amounts shall be due and payable, commencing 12 months before the first annual principal payment date (including any mandatory sinking fund redemption date) or six months before the first semi-annual principal payment date (including any mandatory sinking fund redemption date), to the First Senior Lien Obligations Principal Account, the sum of (A)(1) in the case of Outstanding First Senior Lien Obligations with annual principal or mandatory sinking fund payment dates, one-twelfth (1/12) of the principal and mandatory sinking fund redemptions due on such First Senior Lien Obligations; and (2) in the case of Outstanding First Senior Lien Obligations with semi-annual principal or mandatory sinking fund payment dates, one-sixth (1/6) of the principal and mandatory sinking fund redemptions due on such First Senior Lien Obligations; and (B) the sum of any shortfall in transfers required to have been made to the First Senior Lien Obligations Principal Account on any previous Monthly Funding Date; and (C) if the Monthly Funding Date is also a principal payment date (or mandatory sinking fund redemption date) or the last Monthly Funding Date before a principal payment date (or mandatory sinking fund redemption date) on any First Senior Lien Obligations, any other amount required to make the amount credited to the First Senior Lien Obligations Principal Account equal to the amount of principal due on such First Senior Lien Obligations on such principal payment date or mandatory sinking fund redemption date;
Fifth, on each Monthly Funding Date, to the First Senior Lien Obligations Reserve Fund (or the applicable Account therein) the amount necessary so that the balance therein equals the applicable First Senior Lien Obligations Reserve Requirement; provided, however, that in the event that the Trustee shall have withdrawn moneys in the First Senior Lien Obligations Reserve Fund or any Account therein for the purpose of paying principal of or interest on the applicable First Senior Lien Obligations when due as provided in the Master Indenture, the Trustee shall limit such deposit to the First Senior Lien Obligations Reserve Fund or the applicable Account therein, on each of the next 12 Monthly Funding Dates after such withdrawal, to an amount equal to one-twelfth (1/12th) of the aggregate amount of each such withdrawal until the amount on deposit in the First Senior Lien Obligations Reserve Fund (or the applicable Account therein) is equal to the applicable First Senior Lien Obligations Reserve Requirement; provided further however, that in the event such requirements cannot be fully funded, the funds available shall be transferred to each Account in the First Senior Lien Obligations Reserve Fund ratably in accordance with its respective shortfall;

Sixth, (x) on each Monthly Funding Date and on each other date on which the following amounts shall be due and payable, to the Second Senior Lien Obligations Interest Account the sum of (A)(1) in the case of Outstanding Second Senior Lien Obligations with semiannual interest payment dates, one-sixth (1/6) of the amount of the interest payable on such Second Senior Lien Obligations on the next interest payment date; (2) in the case of Outstanding Second Senior Lien Obligations with quarterly interest payment dates, one-third (1/3) of the amount of the interest payable on such Second Senior Lien Obligations on the next interest payment date; and (3) in the case of Outstanding Second Senior Lien Obligations with monthly interest payment dates, the amount of interest payable on such Second Senior Lien Obligations on the next interest payment date; plus (B) the sum of any continuing shortfall in transfers required to have been made to the Second Senior Lien Obligations Interest Account on any preceding Monthly Funding Date; plus (C) if such Monthly Funding Date is also an interest payment date or the last Monthly Funding Date before an interest payment date on any Second Senior Lien Obligations, any other amount required to make the amount credited to the Second Senior Lien Obligations Interest Account equal to the amount payable on such Second Senior Lien Obligations on such interest payment date, and (y) on each Monthly Funding Date, to the applicable Swap Parties, scheduled payments due under any Hedging Obligations, if any, net of any scheduled amounts payable to SANDAG with respect to such scheduled Hedging Obligations, under any Swaps entered into in connection with such Second Senior Lien Obligations;

Seventh, on each Monthly Funding Date and on each other date on which the following amounts shall be due and payable, commencing 12 months before the first annual principal payment date (including any mandatory sinking fund redemption date) or six months before the first semi-annual principal payment date (including any mandatory sinking fund redemption date), to the Second Senior Lien Obligations Principal Account, the sum of (A)(1) in the case of Outstanding Second Senior Lien Obligations with annual principal or mandatory sinking fund payment dates, one-twelfth (1/12) of the principal and mandatory sinking fund redemptions due on such Second Senior Lien Obligations; and (2) in the case of Outstanding Second Senior Lien Obligations with semi-annual principal or mandatory sinking fund payment dates, one-sixth (1/6) of the principal and mandatory sinking fund redemptions due on such Second Senior Lien Obligations; (B) the sum of any shortfall in transfers required to have been made to the Second
Senior Lien Obligations Principal Account on any previous Monthly Funding Date; and (C) if
the Monthly Funding Date is also a principal payment date (or mandatory sinking fund
redemption date) or the last Monthly Funding Date before a principal payment date (or
mandatory sinking fund redemption date) on any Second Senior Lien Obligations, any other
amount required to make the amount credited to the Second Senior Lien Obligations Principal
Account equal to the amount of principal due on such Second Senior Lien Obligations on such
principal payment date or mandatory sinking fund redemption date;

**Eighth,** on each Monthly Funding Date, to the Second Senior Lien Obligations Reserve
Fund (or the applicable Account therein), the amount necessary so that the balance therein equals
the applicable Second Senior Lien Obligations Reserve Requirement; provided, however, that in
the event that the Trustee shall have withdrawn moneys in the Second Senior Lien Obligations
Reserve Fund therein for the purpose of paying principal of or interest on the applicable Second
Senior Lien Obligations secured thereby when due as provided in the Master Indenture, the
Trustee shall limit such deposit to the Second Senior Lien Obligations Reserve Fund, on each of
the next 12 Monthly Funding Dates after such withdrawal, to an amount equal to one-twelfth
(1/12th) of the aggregate amount of each such unreplenished withdrawal until the amount on
deposit in the Second Senior Lien Obligations Reserve Fund is equal to the applicable Second
Senior Lien Obligations Reserve Requirement; provided, further however, that in the event such
requirements cannot be fully funded, the funds available shall be transferred to each Account in
the Second Senior Lien Obligations Reserve Fund ratably in accordance with its respective
shortfall;

**Ninth,** (x) on each Monthly Funding Date and on each other date on which the following
amounts shall be due and payable, to the Subordinate Obligations Interest Account the sum of
(A)(1) in the case of Outstanding Subordinate Obligations with semi-annual interest payment
dates, one-sixth (1/6) of the interest payable on such Subordinate Obligations on the next interest
payment date; (2) in the case of Outstanding Subordinate Obligations with quarterly interest
payment dates, one-third (1/3) of the amount of the interest payable on such Subordinate
Obligations on the next interest payment date; and (3) in the case of Outstanding Subordinate
Obligations with monthly interest payment dates, the interest payable on such Subordinate
Obligations on the next interest payment date; plus (B) the sum of any continuing shortfall in
transfers required to have been made to the Subordinate Obligations Interest Account on any
preceding Monthly Funding Date; plus (C) if such Monthly Funding Date is also an interest
payment date or the last Monthly Funding Date before an interest payment date on any
Subordinate Obligations, any other amount required to make the amount credited to the
Subordinate Obligations Interest Account equal to the interest payable on such Subordinate
Obligations on such interest payment date;

**Tenth,** on each Monthly Funding Date and on each other date on which the following
amounts shall be due and payable, commencing 12 months before the first annual principal
payment date (including any mandatory sinking fund redemption date) or six months before the
first semi-annual principal payment date (including any mandatory sinking fund redemption
date), to the Subordinate Obligations Principal Account the sum of (A)(1) in the case of
Outstanding Subordinate Obligations with annual principal payment dates, one-twelfth (1/12) of
the principal due on such Subordinate Obligations on the next principal payment date; and (2) in
the case of Outstanding Subordinate Obligations with semi-annual principal payment dates, one-
sixth (1/6) of the principal redemptions due on such Subordinate Obligations on the next principal payment date; plus (B) the sum of any shortfall in transfers required to have been made to the Subordinate Obligations Principal Account on any previous Monthly Funding Date; plus (C) if the Monthly Funding Date is also a principal payment date or the last Monthly Funding Date before a principal payment date (or mandatory sinking fund redemption date) on any Subordinate Obligations, any other amount required to make the amount credited to the Subordinate Obligations Principal Account equal to the amount of principal due on such Subordinate Obligations on such principal payment date or mandatory sinking fund redemption date;

Eleventh, on each Monthly Funding Date, to the Subordinate Obligations Reserve Fund (or the applicable Account therein), the amount, if any, necessary to increase the balance therein (taking into account amounts then on deposit therein) to the Subordinate Obligations Reserve Requirement;

Twelfth, on each Monthly Funding Date and on each other date on which the following amounts shall be due and payable, to the counterparties to Qualified Swap Agreements or Swaps, an amount equal to any Hedging Termination Obligations payable upon a termination of any such Qualified Swap Agreements or Swaps;

Thirteenth, on each Monthly Funding Date, and only to the extent that funds are then available after application of funds for the purposes specified in the prior First through Twelfth clauses on such Monthly Funding Date, to the Operation and Maintenance Reserve Fund any remaining amounts as may be necessary to increase the amount on deposit therein to equal the Operation and Maintenance Reserve Fund Policy Limit; and

Fourteenth, on each Monthly Funding Date, and only to the extent funds are then available after application of funds for the purposes specified in the prior First through Thirteenth clauses on such Monthly Funding Date, to the Capital Expenditures Fund, all remaining amounts, if any.

(a) To the extent that on any Calculation Date or any other date of determination requested by SANDAG, SANDAG determines that (i) the amounts on deposit in the First Senior Lien Obligations Reserve Fund are in excess of the applicable First Senior Lien Obligations Reserve Requirement, (ii) the amounts on deposit in the Second Senior Lien Obligations Reserve Fund are in excess of the applicable Second Senior Lien Obligations Reserve Requirement, or (iii) amounts on deposit in the Subordinate Obligations Reserve Fund are in excess of the applicable Subordinate Obligations Reserve Requirement, then in each such case, as applicable, the excess amounts are required to be transferred into the Toll Revenue Fund.

(b) To the extent that on any Calculation Date or any other date of determination requested by SANDAG, SANDAG determines that the amounts on deposit in the Operation and Maintenance Reserve Fund are in excess of the Operation and Maintenance Reserve Fund Policy Limit, the excess amount shall be transferred into the Capital Expenditures Fund pursuant to a Written Request of SANDAG.
(c) On June 1 and December 1 each year, after the payment of all amounts due on SANDAG’s Obligations on such date, any amounts remaining on deposit in the Capital Expenditures Fund in excess of the Capital Expenditures Fund Retained Balance Requirement shall be transferred to the Distribution Fund; provided that, to the actual knowledge of the Trustee, no Event of Default has occurred and is continuing under the Master Indenture and that there is no shortfall in funding the amounts required by the Master Indenture on such date. Capital Expenditures Fund Retained Balance Requirement is defined in the Master Indenture as an amount calculated by the Trustee that is equal to (i) twice the total Operation and Maintenance Expenses required to be deposited into the Operation and Maintenance Fund in the prior Fiscal Year pursuant to the Master Indenture, less (ii) amounts on deposit, if any, in the Operation and Maintenance Reserve Fund as of the applicable Calculation Date.

**Toll and Revenue Covenants**

*Rate Covenant.* SANDAG covenants in the Master Indenture that it will at all times establish, levy, maintain and collect tolls in connection with the Toll Road and establish such charges for use of the property constituting part of the Toll Road, including, without limitation and as permitted by law, leasehold payments, concession payments, rents and other charges, as shall be sufficient, collectively, to produce Net Revenue in each Fiscal Year equal to or in excess of the ratios set forth below:

1. one hundred fifty percent (150%) of the Annual Debt Service in such Fiscal Year on all Outstanding First Senior Lien Obligations;

2. one hundred thirty-five percent (135%) of the Annual Debt Service in such Fiscal Year on all Outstanding First Senior Lien Obligations and Second Senior Lien Obligations;

3. one hundred fifteen percent (115%) of the Annual Debt Service in such Fiscal Year on all Outstanding First Senior Lien Obligations, Second Senior Lien Obligations and Subordinate Obligations; and

4. one hundred percent (100%) of the Annual Debt Service in such Fiscal Year on all Outstanding Obligations, plus the amounts required to be deposited into the First Senior Lien Obligations Reserve Fund, the Second Senior Lien Obligations Reserve Fund, the Subordinate Obligations Reserve Fund and any other Fund established by a Supplemental Indenture to be funded by Revenue on a mandatory basis.

In making the calculations above, SANDAG may take into consideration as a credit against Annual Debt Service any amounts received, or reasonably expected to be received, in the Fiscal Year from or as a result of any additional security irrevocably granted or pledged to the Bondholders by SANDAG with respect to the Obligations in accordance with requirements set forth in the Master Indenture; provided, that if such grant or pledge is not for the benefit of all Obligations, the amounts expected to be received may only be taken into account when making the calculation with respect to the Obligations receiving the benefit of such grant or pledge.

SANDAG further covenants in the Master Indenture: (a) to compute projected Net Revenue for each Fiscal Year and the projected ratios described in “Toll and Revenue Covenants – Rate Covenant” (each, a “Coverage Ratio”) within 10 Business Days after the beginning of
that Fiscal Year (such date of computation being hereinafter referred to as a “Coverage Calculation Date”); (b) to furnish promptly to the Trustee a Certificate of SANDAG setting forth the results of such computations; and (c) if any Coverage Ratio is less than the applicable requirement, to take such action as promptly as practicable after the Coverage Calculation Date (including, without limitation, increasing Toll Revenues through toll increases) as SANDAG projects is necessary to cause each projected Coverage Ratio for each Fiscal Year to equal or exceed the requirement for each such Fiscal Year.

Within 60 days after the end of each Fiscal Year, SANDAG will file with the Trustee a report setting forth the Net Revenue for such Fiscal Year. The failure of toll rates to yield an amount sufficient to achieve each Coverage Ratio shall not be deemed to constitute an Event of Default so long as SANDAG complies with the requirements set forth below in this section. If any such report indicates that the Net Revenue for such Fiscal Year was less than the amount required pursuant to “Toll and Revenue Covenants – Rate Covenant”, then as soon as practicable after delivering such report to the Trustee SANDAG is obligated to employ a Traffic Consultant to review and analyze the operations of the South Bay Expressway and to submit to the Board, as soon as practicable (but not later than such date as will enable the Board to act upon it within 180 days after the end of the Fiscal Year in question), a written report which shall include the actions that the Traffic Consultant recommends should be taken by SANDAG with respect to (a) revising the toll rates, (b) altering its methods of operation, or (c) taking other action projected to produce the amount so required to comply in each year with each Coverage Ratio (or, if less, the maximum amount deemed feasible by the Traffic Consultant and that the Traffic Consultant estimates will not adversely affect the amount of Net Revenue). Promptly upon its receipt of such written report (and, in any case, within 180 days after the end of the Fiscal Year in question), after giving due consideration thereto, SANDAG will revise the toll rates, as permitted by law, alter its methods of operation, or take such other action as it deems appropriate. Such revisions, alterations, or actions need not comply with the recommendations of the Traffic Consultant so long as Net Revenue projected by the Traffic Consultant to be produced by the revisions, alterations or actions then taken by SANDAG are at least equal to the amount required under the Master Indenture. The Trustee shall have no responsibility to review any such written report.

SANDAG further covenants in the Master Indenture that such toll rates for traffic using the South Bay Expressway will be established and maintained in a reasonable way to cover all traffic (other than vehicles used for maintaining the South Bay Expressway; police, fire, and other public emergency vehicles; buses owned and operated by any public agency; vehicles with multiple passengers or which allow for a limited number of passengers, including motorcycles, according to applicable policies, if any, determined by the federal government, the State or SANDAG; electric, hybrid-electric and other vehicles that meet applicable emission-reduction policies, if any, determined by the federal government, the State or SANDAG; vehicles which are otherwise exempt from payment of tolls under State or federal law; and any vehicles during a public emergency declared by SANDAG) consistent with the requirements of the Master Indenture, but with such classifications as SANDAG may deem appropriate.

Notwithstanding any provision in the Master Indenture to the contrary, nothing in this section “Toll and Revenue Covenant” will be deemed to require SANDAG to collect tolls and other fees with respect to which SANDAG has determined, based upon a report from a Traffic
Consultant, that the costs of collection would exceed the amount of tolls and other fees expected to be collected; and provided further that nothing contained in “Toll and Revenue Covenants – Rate Covenant” shall prevent SANDAG from temporarily reducing or eliminating tolls and other fees in connection with programs which it intends to use to increase Net Revenue.

First Senior Lien Obligations Reserve Fund

The 2017A Account in the First Senior Lien Obligations Reserve Fund is established under the Master Indenture and secures payment of principal and interest on the Bonds. As of the date of delivery of the Bonds, approximately $ will be on deposit in the 2017A Account in the Senior Lien Obligations Reserve Fund. Monies on deposit in the 2017A Account in the Senior Lien Obligations Reserve Fund will be applied by the Trustee to the payment of principal and interest of the Bonds if there are insufficient funds to pay principal or interest on the Bonds when due. See APPENDIX C—“SUMMARY OF INDENTURE.”

Additional First Senior Lien Obligations, Second Senior Lien Obligations and Subordinate Obligations

After issuance of the Bonds, the Bonds will constitute the sole First Senior Lien Obligations and no other First Senior Lien Obligations or Second Senior Lien Obligations will be outstanding.

Restrictions on Issuance of Additional First Senior Lien Obligations. After the initial issuance of the Bonds, additional First Senior Lien Obligations may be issued if the requirements of (a) or (b) below are met.

(a) The First Senior Lien Obligations are issued for purposes of refunding Outstanding First Senior Lien Obligations by providing funds for the payment of any or all of the following:

1. The Bond Obligation, redemption or purchase price (including premium, if any) of the Outstanding First Senior Lien Obligations to be refunded;

2. All expenses incident to the calling, retiring or paying of such Outstanding First Senior Lien Obligations, the Costs of Issuance of such refunding First Senior Lien Obligations, and any termination payments or other payments to the holders of obligations of SANDAG entered into pursuant to California Government Code Section 5922 (or any similar statute) related to such Outstanding Obligations;

3. Interest on all Outstanding First Senior Lien Obligations to be refunded to the date such First Senior Lien Obligations will be called for redemption or paid at maturity;

4. Interest on the refunding First Senior Lien Obligations from the date thereof to the date of payment or redemption of the First Senior Lien Obligations or to be refunded;

provided that SANDAG delivers a Certificate of SANDAG to the effect that SANDAG projects that the Average Annual Debt Service on all Outstanding Obligations following the issuance of the proposed additional First Senior Lien Obligations will be less than the Average Annual Debt
Service on all Outstanding Obligations prior to the issuance of such proposed First Senior Lien Obligations; and provided further, that, if the maturity date of such additional First Senior Lien Obligations to be issued extends to a date later than the stated final maturity date of the Obligations being refunded, then Net Revenue in each Fiscal Year from and after the stated final maturity date of such refunded Obligations satisfies the requirements set forth above, as evidenced by a Certificate of SANDAG, which may be based upon the findings of a report of the Traffic Consultant.

(b) SANDAG delivers either a Certificate of SANDAG, which may be based upon the findings of a report of the Traffic Consultant to the effect that, as of the date of issuance of the additional First Senior Lien Obligations, either one of the following two requirements is met:

1. Net Revenue in the preceding Fiscal Year equals or exceeds (i) one hundred seventy-five percent (175%) of Annual Debt Service in each future Fiscal Year on all Outstanding First Senior Lien Obligations, including the additional First Senior Lien Obligations to be issued, (ii) one hundred thirty-five percent (135%) of total Annual Debt Service in each future Fiscal Year on all Outstanding First Senior Lien Obligations and Second Senior Lien Obligations, including the additional First Senior Lien Obligations to be issued, and (iii) one hundred fifteen percent (115%) of total Annual Debt Service in each future Fiscal Year on all Outstanding First Senior Lien Obligations, Second Senior Lien Obligations and Subordinate Obligations, including the additional First Senior Lien Obligations to be issued; or

2. Projected Net Revenue for each Fiscal Year in which Obligations, including the additional First Senior Lien Obligations to be issued, will be Outstanding is expected to equal or exceed (i) one hundred seventy-five percent (175%) of Annual Debt Service in each future Fiscal Year on all Outstanding First Senior Lien Obligations, including the additional First Senior Lien Obligations to be issued, (ii) one hundred thirty-five percent (135%) of total Annual Debt Service in each future Fiscal Year on all Outstanding First Senior Lien Obligations and Second Senior Lien Obligations, including the additional First Senior Lien Obligations to be issued, and (iii) one hundred fifteen percent (115%) of total Annual Debt Service in each future Fiscal Year on all Outstanding First Senior Lien Obligations, Second Senior Lien Obligations and Subordinate Obligations, including the additional First Senior Lien Obligations to be issued; provided in each case that if, in connection with the issuance of such additional First Senior Lien Obligations, the South Bay Expressway will be expanded, improved, upgraded, enlarged, or enhanced and such calculations rely upon projected Toll Revenues from such expansion, improvement, upgrade, enlargement or enhancement to satisfy the requirements set forth in this section, then SANDAG shall deliver a report of a Traffic Consultant setting forth such projected Toll Revenues and not solely a Certificate of SANDAG.

Proceedings for Issuance of Additional First Senior Lien Obligations. Whenever SANDAG determines to issue additional First Senior Lien Obligations file with or provide to the Trustee:

(a) a certificate of SANDAG stating that no Event of Default specified in the Master Indenture has occurred and is then continuing;
(b) a certificate of SANDAG stating that the applicable requirements set forth under “SECURITY AND SOURCES OF PAYMENT — Additional First Senior Lien Obligations, Second Senior Lien Obligations and Subordinate Obligations” have been satisfied;

(c) such amount, in cash or in the form of a Reserve Facility, as shall equal the First Senior Lien Obligations Reserve Requirement, if any, for such First Senior Lien Obligations for deposit in the First Senior Lien Obligations Reserve Fund, as calculated by SANDAG; and

(d) an Opinion of Bond Counsel to the effect that the Supplemental Indenture creating such First Senior Lien Obligations has been executed and delivered by SANDAG in accordance with the Master Indenture and that such First Senior Lien Obligations, when duly executed by SANDAG and authenticated and delivered by the Trustee, will be valid and binding obligations of SANDAG.

Restrictions on Issuance of Second Senior Lien Obligations. Second Senior Lien Obligations may be issued if the requirements of (a) or (b) below are met.

(a) The Second Senior Lien Obligations are issued for purposes of refunding Outstanding First Senior Lien Obligations or Second Senior Lien Obligations by providing funds for the payment of any or all of the following:

(1) The Bond Obligation, redemption or purchase price (including premium, if any) of the Outstanding First Senior Lien Obligations or Second Senior Lien Obligations to be refunded;

(2) All expenses incident to the calling, retiring or paying of such Outstanding First Senior Lien Obligations or Second Senior Lien Obligations, the Costs of Issuance of such refunding Second Senior Lien Obligations, and any termination payments or other payments to the holders of obligations of SANDAG entered into pursuant to California Government Code Section 5922 (or any similar statute) related to such Outstanding First Senior Lien Obligations or Second Senior Lien Obligations;

(3) Interest on all Outstanding First Senior Lien Obligations or Second Senior Lien Obligations to be refunded to the date such First Senior Lien Obligations or Second Senior Lien Obligations will be called for redemption or paid at maturity;

(4) Interest on the refunding Second Senior Lien Obligations from the date thereof to the date of payment or redemption of the Second Senior Lien Obligations to be refunded;

provided that SANDAG delivers a Certificate of SANDAG to the effect that SANDAG projects that the Average Annual Debt Service on all Outstanding Obligations following the issuance of the proposed additional Second Senior Lien Obligations will be less than the Average Annual Debt Service on all Outstanding Obligations prior to the issuance of such proposed Second Senior Lien Obligations; and provided further, that, if the maturity date of such additional Second Senior Lien Obligations to be issued extends to a date later than the stated final maturity date of the Obligations being refunded, then Net Revenue in each Fiscal Year from and after the stated final maturity date of such refunded Obligations satisfies the requirements set forth in the
Master Indenture, as evidenced by either a Certificate of SANDAG or a report of the Traffic Consultant. See “SECURITY AND SOURCES OF PAYMENTS FOR THE BONDS — Additional First Senior Lien Obligations, Second Senior Lien Obligations and Subordinate Obligations.”

(b) SANDAG delivers either a Certificate of SANDAG or a report of the Traffic Consultant to the effect that, as of the date of issuance of the additional Second Senior Lien Obligations, either one of the following two requirements is met:

(1) Net Revenue in the preceding Fiscal Year equals or exceeds (i) one hundred thirty-five percent (135%) of total Annual Debt Service in each future Fiscal Year on all Outstanding First Senior Lien Obligations and Second Senior Lien Obligations, including the additional Second Senior Lien Obligations to be issued, and (iii) one hundred fifteen percent (115%) of total Annual Debt Service in each future Fiscal Year on all Outstanding First Senior Lien Obligations, Second Senior Lien Obligations and Subordinate Obligations, including the additional Second Senior Lien Obligations to be issued; or

(2) projected Net Revenue for each Fiscal Year in which Obligations, including the additional Second Senior Lien Obligations, will be Outstanding is expected to equal or exceed (i) one hundred thirty-five percent (135%) of total Annual Debt Service in each future Fiscal Year on all Outstanding First Senior Lien Obligations and Second Senior Lien Obligations, including the additional Second Senior Lien Obligations to be issued, and (ii) one hundred fifteen percent (115%) of total Annual Debt Service in each future Fiscal Year on all Outstanding First Senior Lien Obligations, Second Senior Lien Obligations and Subordinate Obligations, including the additional Second Senior Lien Obligations to be issued; provided that if, in connection with the issuance of such additional Second Senior Lien Obligations, the Toll Road will be expanded, improved, upgraded, enlarged, or enhanced and such calculations rely upon projected Toll Revenues from such expansion, improvement, upgrade, enlargement or enhancement to satisfy the requirements set forth in the Master Indenture, then SANDAG shall deliver a report of a Traffic Consultant demonstrating such satisfaction and not solely a Certificate of SANDAG.

Restrictions on Issuance of Subordinate Obligations. Subordinate Obligations (including Subordinate Obligations in the form of or securing payment of one or more TIFIA Loans) may be issued if the requirements of (a) or (b) below are met.

(a) The Subordinate Obligations are issued for purposes of refunding Outstanding First Senior Lien Obligations, Second Senior Lien Obligations or Subordinate Obligations by providing funds for the payment of any or all of the following:

(1) The Bond Obligation, redemption or purchase price (including premium, if any) of the Outstanding First Senior Lien Obligations, Second Senior Lien Obligations or Outstanding Subordinate Obligations to be refunded;
(2) All expenses incident to the calling, retiring or paying of such Outstanding First Senior Lien Obligations, Second Senior Lien Obligations or Subordinate Obligations, the Costs of Issuance of such refunding Subordinate Obligations, and any termination payments or other payments to the holders of obligations of SANDAG entered into pursuant to California Government Code Section 5922 (or any similar statute) related to such Outstanding First Senior Lien Obligations, Second Senior Lien Obligations or Subordinate Obligations;

(3) Interest on all Outstanding First Senior Lien Obligations, Second Senior Lien Obligations or Subordinate Obligations to be refunded to the date such First Senior Lien Obligations, Second Senior Lien Obligations or Subordinate Obligations will be called for redemption or paid at maturity;

(4) Interest on the refunding Subordinate Obligations from the date thereof to the date of payment or redemption of the First Senior Lien Obligations, Second Senior Lien Obligations or Subordinate Obligations to be refunded;

provided that SANDAG delivers a Certificate of SANDAG to the effect that SANDAG projects that the Average Annual Debt Service on all Outstanding Obligations following the issuance of the proposed additional Subordinate Obligations will be less than the Average Annual Debt Service on all Outstanding Obligations prior to the issuance of such proposed Subordinate Obligations; and provided further, that, if the maturity date of such additional Subordinate Obligations to be issued extends to a date later than the stated final maturity date of the Obligations being refunded, then Net Revenue in each Fiscal Year from and after the stated final maturity date of such refunded Obligations satisfies the requirements set forth in the Master Indenture, as evidenced by either a Certificate of SANDAG or a report of the Traffic Consultant.

(b) SANDAG delivers either a Certificate of SANDAG or a report of the Traffic Consultant to the effect that, as of the date of issuance of the additional Subordinate Obligations, either one of the following two requirements is met:

(1) Net Revenue in the preceding Fiscal Year equals or exceeds one hundred fifteen percent (115%) of total Annual Debt Service in each future Fiscal Year on all Outstanding First Senior Lien Obligations, Second Senior Lien Obligations and Subordinate Obligations, including the additional Subordinate Obligations to be issued; or

(2) projected Net Revenue for each Fiscal Year in which Obligations, including the additional Subordinate Obligations to be issued, will be Outstanding is expected to equal or exceed one hundred fifteen percent (115%) of total Annual Debt Service in each future Fiscal Year on all Outstanding First Senior Lien Obligations, Second Senior Lien Obligations and Subordinate Obligations, including the additional Subordinate Obligations to be issued; provided in each case that if, in connection with the issuance of such additional Subordinate Obligations, the Toll Road will be expanded, improved, upgraded, enlarged, or enhanced and such calculations rely upon projected Toll Revenues from such expansion, improvement, upgrade, enlargement or enhancement to satisfy the requirements set forth in the Master Indenture.
Indenture, then SANDAG shall deliver a report of a Traffic Consultant demonstrating such satisfaction and not solely a Certificate of SANDAG.

Springing Liens. SANDAG may issue additional Second Senior Lien Obligations or Subordinate Obligations pursuant to a Supplemental Indenture providing that such Second Senior Lien Obligations or Subordinate Obligations become Parity Obligations having a lien on Revenue on a parity with the First Senior Lien Bonds following the occurrence of a Bankruptcy Related Event of SANDAG but (i) solely to the extent specified in the applicable TIFIA Loan Agreement, if such Second Senior Lien Obligations or Subordinate Obligations are in the form of or securing payment of a TIFIA Loan and (ii) solely to the extent provided by law if such Second Senior Lien Obligations or Subordinate Obligations are in other forms, and further, in each case, solely to the extent SANDAG has contracted to make those payments as Parity Obligations.

Upon the occurrence of a Bankruptcy Related Event of which the Trustee shall be notified in writing, any Account within the Second Senior Lien Obligations Reserve Fund or the Subordinate Obligations Reserve Fund that secures payment of the principal and interest on a Second Senior Lien Obligation or a Subordinate Obligation, respectively, in the forms described in the first paragraph of this section, will become an Account within the First Senior Lien Obligations Reserve Fund unless otherwise specified in the applicable Supplemental Indenture, and will be funded on a parity with any other Accounts within the First Senior Lien Obligations Reserve Fund and will be available only to pay principal and interest on such Second Senior Lien Obligation or Subordinate Obligations as a Parity Obligation following the Bankruptcy Related Event, provided that such obligations will not be secured by any other Account within the First Senior Lien Obligations Reserve Fund.
Scheduled payments of principal and interest on the Bonds are as follows:

<table>
<thead>
<tr>
<th>Fiscal Year Ending June 30,</th>
<th>Principal</th>
<th>Interest</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2019</td>
<td></td>
<td></td>
<td></td>
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DESCRIPTION OF THE SOUTH BAY EXPRESSWAY

General

The South Bay Expressway is an approximately 10-mile contiguous tolled segment of SR-125 from Otay Mesa Road/SR-905/SR-11 in the south to SR-54 in the north. The South Bay Expressway connects Otay Mesa, the largest area of industrial-zoned land remaining in San Diego County, with eastern Chula Vista and points north and east, reducing commute times and providing convenient access to downtown San Diego, Sorrento Valley, Santee, I-8 and I-15, and Mexico.

Currently, the South Bay Expressway has five intermediate interchanges, which are at Birch Road, Olympic Parkway, Otay Lakes Road, East H Street, and San Miguel Ranch Road. The longest segment is over four miles long between Otay Mesa Road and Birch Road at the South Bay Expressway’s southern end. The second longest segment is over three miles long between SR-54 and San Miguel Ranch Road at its northern end. The roadway is located primarily in suburban Chula Vista with the southern end located in San Diego, less than two miles from the Otay Mesa border crossing to Mexico.

Currently, SANDAG expects that two additional intermediate interchanges will be constructed on the South Bay Expressway. The City of Chula Vista is planning to construct an interchange with Otay Valley Road by 2035, and the City of San Diego is planning to construct an interchange with Lone Star Road by 2037. In addition, Caltrans and SANDAG are jointly constructing two connectors, which will connect the South Bay Expressway with eastbound SR-905 and eastbound SR-11. SANDAG expects these connectors will be completed by 2020. SANDAG also expects that Caltrans will construct a third connector between the South Bay Expressway and westbound SR-905 by 2022.

Transportation Advantages of the South Bay Expressway

Existing Conditions. Many users of the South Bay Expressway use the toll road as a commuter route to employment hubs in the greater San Diego area. For residents east of the South Bay Expressway, it represents the fastest route available for accessing employment and other opportunities in the rest of the county. According to data from the 2014 American Community Survey, residents in Chula Vista, particularly those residing in the South Bay Expressway corridor, have some of the longest commute times in San Diego County. Within the South Bay Expressway corridor, households are concentrated in the City of Chula Vista, north of Otay Ranch, and in the Otay Ranch development. Environmental and topographical constraints limit the amount of development in the South Bay Expressway corridor. Most of Chula Vista, outside of Otay Ranch, is already at build out, and will only add additional households through redevelopment and intensification. However, there are significant portions of Otay Ranch that have not yet been developed. Presently, there are approximately 15,300 households residing in the master planned community, with additional projects under construction or in the design review phase. There are currently 5,700 households in the Otay Mesa region of San Diego. These households are concentrated in the western portion near I-805, outside of the South Bay Expressway. Future plans for the development of the Otay Mesa encourage a continuation of the
existing development patterns, with housing largely located in the western portion of the region, and industrial uses in the east.

Impact of Future Development. In the Traffic and Revenue Study, Stantec discusses the potential for future development in the South Bay Expressway corridor in which Stantec makes the following points, among others:

- Future development in the South Bay Expressway corridor will be strongest in the Otay Ranch and Otay Mesa areas where there is a greater availability of developable land.

- A major shift from the existing conditions will be the addition of significant and more diversified employment opportunities. Whereas existing conditions show more than seven persons per job, Stantec states that population and employment forecasts estimate 4.6 persons per job in the corridor. Most of these jobs will be located within the Otay Ranch development, as well as continued growth in industrial uses in Otay Mesa. Increasing employment opportunities has the potential to shorten commute times for many residents who will now be able to work closer to home.

The Traffic and Revenue Study contains a more-detailed explanation of the population and developments in the South Bay Expressway corridor. In particular, Stantec discusses how future development and population changes will impact traffic on the South Bay Expressway. See APPENDIX A—“TRAFFIC AND REVENUE STUDY” below.

Ownership and Operation of the South Bay Expressway

The South Bay Expressway is owned by Caltrans and was originally developed and constructed by SBX, a private entity that filed for bankruptcy in April 2010. Following the bankruptcy of SBX, SANDAG acquired the South Bay Expressway from SBX during its bankruptcy, and acquired all of SBX’s right, title and interest in the South Bay Expressway. SANDAG operates, maintains and tolls the South Bay Expressway pursuant to the Franchise Agreement and Section 143.1 of the California Streets and Highway Code. See “—The Franchise Agreement” below.

Toll Collection and Revenue Management System

SANDAG uses an integrated toll collection and revenue management system (“Toll Collection System”) for the South Bay Expressway. Using common transponders, a centralized computer system and common personnel, the Toll Collection System uses mechanisms for separate usage-based revenue collection and cost allocation. SANDAG staff operates and maintains the Toll Collection System.

AVI System, FasTrak and ExpressAccount

In accordance with State law, the South Bay Expressway was designed to encourage maximum use of the automatic vehicle identification (“AVI”) collection system that allowed
vehicles to automatically pay toll charges without stopping at toll booths. SANDAG’s AVI system offers drivers both FasTrak transponder-based and license plate-based toll collection.

Under FasTrak, transponder-based toll collection, a motorist can prepay (currently using cash, check or a credit card), into a FasTrak account, a pre-established dollar amount and receive a transponder, which is then mounted on the vehicle. As a transponder-equipped vehicle passes through each toll plaza, the AVI system identifies the account and debits the appropriate toll charge against the motorist’s prepaid account. When the balance of prepaid tolls in a motorist’s account falls below a minimum threshold, depending on the replenishment method with the motorist, SANDAG either notifies the motorist and requests a replenishment payment or charges the motorist’s credit card account to automatically replenish the account.

For non-FasTrak users, automated cash and credit card machines are located at northbound entrance and southbound exit ramps on the South Bay Expressway to accept toll payments. Toll attendants also greet customers in the main tollbooths at the Otay Mesa Toll Plaza between 6 a.m. and 8 p.m. during weekdays, and provide change and a receipt. At times when toll attendants are not on duty, or if road users do not pass by the Otay Mesa Toll Plaza, users can toss coins into the coin basket, insert dollar bills into the bill acceptor or swipe a credit card in the card reader, watch for the green light, and drive on through. The automated cash machines do not give change, so drivers need to pay the toll using exact change or a major credit card.

Non-FasTrak users also have the option of Pay-by-Plate, an easy way to pay tolls if users do not have a FasTrak account and did not pay by cash or credit card at the toll plaza or at one of the automated cash or credit card machines at the time of the trip. Options for Pay-by-Plate payment include through the South Bay Expressway website, by mailing payments to the office, by visiting in-person or by calling Customer Service during normal business hours. The Pay-by-Plate toll schedule is $2 higher than using the toll assessed at the automated cash or credit card machines. If Pay-by-Plate toll payment is not received within four business days by any of the options listed, the owner of the vehicle is charged a violation penalty. See “FINANCIAL AND RELATED INFORMATION OF SOUTH BAY EXPRESSWAY—Other Revenue—Violation Revenue” below.

The FasTrak transponders currently in use on the South Bay Expressway are designed to meet the Caltrans standard specification for electronic toll facilities in the State. California law also requires that such transponders have interoperability capabilities with other toll collection and revenue management systems that may be established in the State. SANDAG has entered into Cooperative User Fee Processing Agreements with the Orange County Transportation Authority, Los Angeles County Metropolitan Transportation Authority, Bay Area Toll Authority, the Foothill/Eastern Transportation Agency and the San Joaquin Hills Transportation Corridor Agency, which allow patrons using a transponder issued by any of the above entities to use the various toll facilities of the signatories. The Cooperative User Fee Processing Agreements provide for daily reporting by each party to the other parties for such toll transactions. The daily reporting allows the parties to collect the reported tolls from the member who issued the transponder to the patron.
Enforcement

According to State statutes, where video imaging or a photo is used for enforcement, the toll agency can pursue the vehicle’s owner for collection of the toll plus administrative fees. Such enforcement measures are to be taken when the vehicle owner is not a FasTrak customer, has insufficient funds in his or her account, or did not pay for the toll at the time of their trip.

Pursuant to the South Bay Expressway’s Toll Collection System, vehicle and license plate images are captured whenever a vehicle passes under a toll gantry. SANDAG staff is responsible for performing image reviews to identify and verify license plates. Such license plates may be linked to valid accounts resulting in the related transaction being posted as a toll charge to the account and no violation notice being issued. If the license plate is not linked to a valid account and it is determined that a violation has occurred, SANDAG’s back office system sends the information to the State Department of Motor Vehicles (“DMV”) to obtain the owner’s vehicle registration information, including name and address. SANDAG’s staff administers the processing of violations, including tracking violations, mailing violation notices, and violation payment processing. If violation notices are ignored and violation payments remain uncollected for longer than the requisite 90-day notice period, SANDAG has the right to (1) place the vehicle registration on hold with the DMV, whereby the owner of the vehicle must settle all outstanding amounts before obtaining registration renewal (2) choose to pursue tax offset through the California Franchise Tax Board, whereby the California Franchise Tax Board offsets the penalty against any State tax refund owed to the owner of the vehicle, and (3) engage a collection agency. SANDAG also has the right to pursue civil judgments but does not currently use this enforcement approach.

The Franchise Agreement

The following summarizes several of the key provisions of the Franchise Agreement. For a more complete summary of the Franchise Agreement, see APPENDIX D – “SUMMARY OF FRANCHISE AGREEMENT.”

Term. Pursuant to the Franchise Agreement, SANDAG operates, maintains and tolls the South Bay Expressway. The Franchise Agreement is scheduled to terminate in 2042. Before the scheduled expiration of the Franchise Agreement, SANDAG has the right to terminate the Franchise Agreement in its sole discretion and convey all of its rights therein to Caltrans. Caltrans may terminate the Agreement upon occurrence of a Termination Event, as defined in the Franchise Agreement, and the taking of the other steps provided therein. When SANDAG acquired the South Bay Expressway, Caltrans and SANDAG amended the Franchise Agreement pursuant to Section 143.1 of the California Streets and Highway Code, which also provides that SANDAG may operate the South Bay Expressway beyond the term of the Franchise Agreement if specified conditions are satisfied.

Exclusivity. Under the Franchise Agreement, SANDAG is granted exclusive right to operate in the Franchise Zone, as defined in the Franchise Agreement. Caltrans agrees to refrain from endorsing, franchising or authorizing any private transportation facilities in the exclusive zone as well as refrain from constructing competitive facilities. Following 120 day written notice, the exclusivity obligations of Caltrans under the Franchise Agreement terminate if the
traffic on the South Bay Expressway falls below an “E” level of service designation for at least two consecutive hours per day on at least 150 days during a two-year period or all debt incurred with the development, financing or refinancing of the South Bay Expressway has been repaid and SANDAG is not diligently pursuing development of additional capacity of the roadway.

**Maintenance.** SANDAG is responsible for maintaining the South Bay Expressway in accordance with Caltrans standards. SANDAG is permitted to delegate its maintenance and traffic management obligations under the Franchise Agreement. Any agreements with private parties to provide maintenance services are subject to Caltrans’ approval and those private services must be of comparable quality to service levels that would be provided by Caltrans. Alternatively, SANDAG may contract with Caltrans to perform or supervise maintenance management or traffic management. The terms of any such contract with Caltrans shall be substantially similar to the terms offered by Caltrans to cities and counties.

**Tolls.** SANDAG may, in its sole discretion, establish toll rates applicable to classes of vehicles, number of occupants, times of use, portion of road used. SANDAG may install traffic surveillance and toll collection devices. The speed limits, oversize, overweight and over-length restrictions set by SANDAG with respect to the South Bay Expressway may not exceed the limits established for State transportation facilities.

For a more complete description of the Franchise Agreement, see APPENDIX D–“SUMMARY OF FRANCHISE AGREEMENT.”

**HISTORICAL TOLL TRANSACTIONS**

**Toll Rate Policy**

SANDAG acquired the South Bay Expressway in 2012 with the intent of using it to manage regional congestion and currently expects to utilize the road in this manner for the foreseeable future. With this goal in mind, the SANDAG Board has approved a toll policy which maintains the operational and financial integrity of the road as well as meets the purpose for which the road was purchased and continues to be operated. While SANDAG retains the ability and right to increase tolls at its discretion, the toll policy broadly allows for tolls to be raised to support operating and maintenance costs, fund current and future capital and rehab projects, ensure a minimum level of service related to traffic and meet all legal requirements within outstanding bond documents.

**Toll Rates**

In June 2012, SANDAG lowered toll rates for the South Bay Expressway with an aim to manage regional congestion, which also assisted in increasing toll transactions and overall traffic on the South Bay Expressway. Since then, the toll rates established in June 2012 have been sufficient to pay operating, capital, debt service and other costs of the South Bay Expressway.

The following table sets forth the current toll rates for the South Bay Expressway, which have been in effect since June 2012:
CURRENT TOLL RATES
(for two-axle vehicles)

<table>
<thead>
<tr>
<th>ORIGIN/DESTINATION</th>
<th>FasTrak</th>
<th>Cash/ Credit Card</th>
</tr>
</thead>
<tbody>
<tr>
<td>From Otay Mesa Road to SR-54</td>
<td>$2.75</td>
<td>$3.50</td>
</tr>
<tr>
<td>From Otay Mesa Road to East H Street</td>
<td>2.00</td>
<td>3.50</td>
</tr>
<tr>
<td>From Otay Mesa Road to Birch Road, Olympic Parkway, Otay Lakes/ Telegraph Canyon Road or East H Street</td>
<td>1.95</td>
<td>3.50</td>
</tr>
<tr>
<td>Any local trip between Birch Road and East H Street</td>
<td>0.50</td>
<td>2.50</td>
</tr>
<tr>
<td>Birch Road, Olympic Parkway, Otay Lakes/ Telegraph Canyon Road or East H Street to SR-54</td>
<td>1.70</td>
<td>2.50</td>
</tr>
<tr>
<td>From San Miguel Ranch Road to SR-54</td>
<td>1.55</td>
<td>2.00</td>
</tr>
</tbody>
</table>

Source: SANDAG.

Historical Traffic

The following table sets forth the annual trips for Fiscal Years ending June 30, 2012 through June 30, 2017.

HISTORICAL TRAFFIC
FISCAL YEARS ENDING JUNE 30, 2012 THROUGH JUNE 30, 2017
(IN THOUSANDS)\(^{(1)}\)

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Annual Trips(^{(2)})</th>
<th>FasTrak Transactions(^{(3)})</th>
<th>Cash/Credit Transactions(^{(4)})</th>
<th>Violations</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012(^{(5)})</td>
<td>9,145</td>
<td>6,509</td>
<td>2,384</td>
<td>248</td>
</tr>
<tr>
<td>2013</td>
<td>11,359</td>
<td>8,215</td>
<td>2,883</td>
<td>257</td>
</tr>
<tr>
<td>2014</td>
<td>13,192</td>
<td>9,755</td>
<td>3,148</td>
<td>284</td>
</tr>
<tr>
<td>2015</td>
<td>14,374</td>
<td>10,801</td>
<td>3,240</td>
<td>330</td>
</tr>
<tr>
<td>2016</td>
<td>15,770</td>
<td>11,949</td>
<td>3,430</td>
<td>388</td>
</tr>
<tr>
<td>2017(^{(6)})</td>
<td>16,917</td>
<td>12,877</td>
<td>3,556</td>
<td>483</td>
</tr>
</tbody>
</table>

\(^{(1)}\) Does not include an immaterial number of unmatched transactions.
\(^{(2)}\) Trips represent any instance where a vehicle travels on the South Bay Expressway and effects entry and exit toll transactions in a given direction.
\(^{(3)}\) Represents toll transactions paid through FasTrak accounts
\(^{(4)}\) Represents toll transactions paid through cash or credit card.
\(^{(5)}\) As discussed above, toll rates on the South Bay Expressway were reduced in June 2012.
\(^{(6)}\) Unaudited.
Source: SANDAG.
The following table sets forth average weekday trip patterns for Fiscal Year ending June 30, 2016.

**AVERAGE WEEKDAY TRIP PATTERNS FOR FISCAL YEAR ENDING JUNE 30, 2016**

<table>
<thead>
<tr>
<th></th>
<th>SR54</th>
<th>San Miguel Ranch</th>
<th>East H Street</th>
<th>Otay Lakes</th>
<th>Olympic Pkwy</th>
<th>Birch</th>
<th>Otay Mesa</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ORIGIN</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SR54</td>
<td>-</td>
<td>1,591</td>
<td>4,477</td>
<td>4,931</td>
<td>3,252</td>
<td>2,278</td>
<td>1,440</td>
<td>17,969</td>
</tr>
<tr>
<td>San Miguel Ranch</td>
<td>1,904</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1,904</td>
</tr>
<tr>
<td>East H Street</td>
<td>4,601</td>
<td>-</td>
<td>463</td>
<td>326</td>
<td>381</td>
<td>636</td>
<td>-</td>
<td>6,406</td>
</tr>
<tr>
<td>Otay Lakes</td>
<td>5,498</td>
<td>-</td>
<td>721</td>
<td>-</td>
<td>423</td>
<td>-</td>
<td>-</td>
<td>7,760</td>
</tr>
<tr>
<td>Olympic Pkwy</td>
<td>4,165</td>
<td>-</td>
<td>338</td>
<td>691</td>
<td>246</td>
<td>1,023</td>
<td>-</td>
<td>6,464</td>
</tr>
<tr>
<td>Birch</td>
<td>2,329</td>
<td>-</td>
<td>312</td>
<td>214</td>
<td>325</td>
<td>-</td>
<td>1,191</td>
<td>4,371</td>
</tr>
<tr>
<td>Otay Mesa</td>
<td>1,413</td>
<td>-</td>
<td>562</td>
<td>883</td>
<td>909</td>
<td>1,459</td>
<td>-</td>
<td>5,226</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>19,911</td>
<td>1,591</td>
<td>6,410</td>
<td>7,181</td>
<td>5,235</td>
<td>4,550</td>
<td>5,222</td>
<td>50,101</td>
</tr>
</tbody>
</table>

Source: SANDAG.

The following table sets forth average weekday transactions by vehicle type for Fiscal Year ending June 30, 2016.

**AVERAGE WEEKDAY TRANSACTIONS BY VEHICLE TYPE FOR FISCAL YEAR ENDING JUNE 30, 2016**

<table>
<thead>
<tr>
<th>VEHICLE TYPE</th>
<th>TRANSACTIONS</th>
<th>PERCENTAGE OF TOTAL TRANSACTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Automobile</td>
<td>49,641</td>
<td>99.08%</td>
</tr>
<tr>
<td>Truck</td>
<td>460</td>
<td>0.92%</td>
</tr>
<tr>
<td>All Vehicles</td>
<td>50,101</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

Source: SANDAG.
The following table sets forth average weekday revenue by trip for Fiscal Year ending June 30, 2016.

### AVERAGE WEEKDAY REVENUE BY TRIP
FOR FISCAL YEAR ENDING JUNE 30, 2016

<table>
<thead>
<tr>
<th>ORIGIN</th>
<th>SR54</th>
<th>SAN MIGUEL RANCH</th>
<th>EAST H STREET</th>
<th>OTAY LAKES</th>
<th>OLYMPIC PKWY</th>
<th>BIRCH</th>
<th>OTAY Mesa</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>SR54</td>
<td>$ 0</td>
<td>$ 2,604</td>
<td>$ 8,395</td>
<td>$ 9,388</td>
<td>$ 6,219</td>
<td>$ 4,243</td>
<td>$ 4,563</td>
<td>$ 35,412</td>
</tr>
<tr>
<td>San Miguel Ranch</td>
<td>3,108</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>3,108</td>
</tr>
<tr>
<td>East H Street</td>
<td>8,562</td>
<td>0</td>
<td>0</td>
<td>490</td>
<td>230</td>
<td>259</td>
<td>1,443</td>
<td>10,984</td>
</tr>
<tr>
<td>Otay Lakes</td>
<td>10,408</td>
<td>0</td>
<td>662</td>
<td>0</td>
<td>406</td>
<td>127</td>
<td>2,204</td>
<td>13,806</td>
</tr>
<tr>
<td>Olympic Pkwy</td>
<td>7,837</td>
<td>0</td>
<td>239</td>
<td>617</td>
<td>0</td>
<td>251</td>
<td>2,322</td>
<td>11,267</td>
</tr>
<tr>
<td>Birch</td>
<td>4,339</td>
<td>0</td>
<td>208</td>
<td>144</td>
<td>291</td>
<td>0</td>
<td>2,813</td>
<td>7,796</td>
</tr>
<tr>
<td>Otay Mesa</td>
<td>4,476</td>
<td>0</td>
<td>1,301</td>
<td>2,111</td>
<td>2,109</td>
<td>3,428</td>
<td>0</td>
<td>13,424</td>
</tr>
<tr>
<td>Total</td>
<td>$ 38,730</td>
<td>$ 2,604</td>
<td>$ 10,805</td>
<td>$ 12,751</td>
<td>$ 9,254</td>
<td>$ 8,308</td>
<td>$ 13,345</td>
<td>$ 95,798</td>
</tr>
</tbody>
</table>

Source: SANDAG.

The following table sets forth average weekday revenue by vehicle type for Fiscal Year ending June 30, 2016.

### AVERAGE WEEKDAY REVENUE BY VEHICLE TYPE
FOR FISCAL YEAR ENDING JUNE 30, 2016

<table>
<thead>
<tr>
<th>VEHICLE TYPE</th>
<th>REVENUE</th>
<th>PERCENTAGE OF TOTAL REVENUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Automobile</td>
<td>$93,601</td>
<td>97.71%</td>
</tr>
<tr>
<td>Truck</td>
<td>$2,197</td>
<td>2.29%</td>
</tr>
<tr>
<td>All Vehicles</td>
<td>$95,798</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

Source: SANDAG.

**FINANCIAL AND RELATED INFORMATION OF THE SOUTH BAY EXPRESSWAY**

**Historical Revenues and Expenditures**

The following table sets forth the revenues and expenditures of the South Bay Expressway for Fiscal Years ending June 30, 2012 through June 30, 2017.
HISTORICAL REVENUES AND EXPENDITURES
FISCAL YEARS ENDED JUNE 30, 2012 THROUGH JUNE 30, 2017
(IN THOUSANDS)

<table>
<thead>
<tr>
<th></th>
<th>2012(3)</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017(4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Toll Revenues(1)</td>
<td>$24,067</td>
<td>$22,155</td>
<td>$25,226</td>
<td>$27,249</td>
<td>$29,669</td>
<td>$31,367</td>
</tr>
<tr>
<td>Violation Revenues</td>
<td>3,779</td>
<td>3,327</td>
<td>3,638</td>
<td>3,952</td>
<td>4,387</td>
<td>4,703</td>
</tr>
<tr>
<td>Other Revenues(2)</td>
<td>617</td>
<td>682</td>
<td>916</td>
<td>1,005</td>
<td>1,291</td>
<td>1,566</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>28,463</td>
<td>26,164</td>
<td>29,780</td>
<td>32,206</td>
<td>35,347</td>
<td>37,636</td>
</tr>
<tr>
<td>Operating Expenses</td>
<td>12,888</td>
<td>8,888</td>
<td>9,217</td>
<td>8,907</td>
<td>9,150</td>
<td>10,200</td>
</tr>
<tr>
<td>Net Revenue</td>
<td>15,575</td>
<td>17,276</td>
<td>20,563</td>
<td>23,299</td>
<td>26,197</td>
<td>27,436</td>
</tr>
<tr>
<td>Less: Subordinate Debt Service</td>
<td>(454)</td>
<td>(2,789)</td>
<td>(3,202)</td>
<td>(2,650)</td>
<td>(2,650)</td>
<td>(2,650)</td>
</tr>
<tr>
<td>Net Income</td>
<td>$13,261</td>
<td>$10,811</td>
<td>$13,170</td>
<td>$15,698</td>
<td>$18,742</td>
<td>$20,262</td>
</tr>
</tbody>
</table>

(1) See “—Toll Revenues” below.
(2) See “—Other Revenue” below.
(3) As discussed above, toll rates on the South Bay Expressway were reduced in June 2012 following SANDAG’s acquisition of the South Bay Expressway.
(4) Unaudited.


Historical Gross Toll Revenue and Net Toll Revenue

The following table sets forth the gross toll revenues and net toll revenues for Fiscal Years ending June 30, 2012 through June 30, 2017.

HISTORICAL GROSS TOLL REVENUE AND NET TOLL REVENUE
FISCAL YEARS ENDED JUNE 30, 2012 THROUGH JUNE 30, 2017

<table>
<thead>
<tr>
<th></th>
<th>2012</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gross Toll Revenue(1)</td>
<td>$25,450,453</td>
<td>$23,331,612</td>
<td>$26,591,211</td>
<td>$28,674,297</td>
<td>$31,301,823</td>
<td>$33,329,713</td>
</tr>
<tr>
<td>Less Non-Pursuable Transactions(2)</td>
<td>(660,368)</td>
<td>(579,916)</td>
<td>(667,402)</td>
<td>(723,093)</td>
<td>(853,178)</td>
<td>(979,571)</td>
</tr>
<tr>
<td>Less Non-Revenue Trips(3)</td>
<td>(50,868)</td>
<td>(3,676)</td>
<td>(4,191)</td>
<td>(4,951)</td>
<td>(4,805)</td>
<td>(4,524)</td>
</tr>
<tr>
<td>Less Violation Toll Trips(4)</td>
<td>(672,582)</td>
<td>(2,789)</td>
<td>(3,202)</td>
<td>(2,650)</td>
<td>(2,650)</td>
<td>(2,650)</td>
</tr>
<tr>
<td>Net Toll Revenue(5)</td>
<td>$24,066,634</td>
<td>$22,155,171</td>
<td>$25,226,349</td>
<td>$27,248,524</td>
<td>$29,669,093</td>
<td>$31,366,943</td>
</tr>
<tr>
<td>% of Gross Toll Revenue(6)</td>
<td>94.6%</td>
<td>95.0%</td>
<td>94.9%</td>
<td>95.0%</td>
<td>94.8%</td>
<td>94.1%</td>
</tr>
</tbody>
</table>

(1) Gross toll revenue is potential revenue earned for the Fiscal Year, which is calculated by using a blended average toll rate.
(2) Non-Pursuable transactions are trips by vehicles with no license plates; unreadable image; or license plates that cannot be identified by the DMV. Non-Pursuable Transactions are calculated using a blended average toll rate.
(3) Non-Revenue Trips include SANDAG employees; emergency response vehicles; and vehicles rerouted by the California Highway Patrol during major incidents. Non-Revenue Trips are calculated using a blended average toll rate.
(4) Violation Toll Trips are trips identified through image reviews that are not linked to FasTrak account holders. Violation Toll Trips are calculated using a blended average toll rate.
(5) Net Toll Revenue - is Gross Toll Revenue net of Non-Pursuable, Non-Revenue and Violation Toll transactions.
(6) Percentage of Gross Toll Revenue is the percentage of trips that are billable through FasTrak accounts or paid by cash or credit card.

Source: SANDAG.

Toll Revenues

Toll revenues generally include toll charges paid from an active FasTrak account or by cash or credit. With respect to FasTrak customer accounts, prepaid tolls are held as customer...
deposits until the customer travels the South Bay Expressway, or any other toll facility, and incurs a toll charge at which time the toll charge is recognized as toll revenue. Toll charges paid by cash or credit cards are recognized when the transactions occur. Both toll charges and any related violation penalties relating to toll violators and Pay-by-Plate users are included in violation revenues and not toll revenues. See “—Other Revenue—Violation Revenue” below.

**Other Revenue**

*Violation Revenue*. To ensure collection of toll revenue, SANDAG uses a violation enforcement system capable of identifying vehicle license plates at any operating speed. Persons who fail to pay their tolls may be charged a toll penalty in addition to the toll charge. See “DESCRIPTION OF THE SOUTH BAY EXPRESSWAY—Enforcement” above for a more detailed description of enforcement of toll charges.

Violation revenues have consistently exceeded the combined total of toll revenues lost due to unprocessable images and pursuable violations. Section 40258 of the California Vehicle Code limits fees for first toll evasion violation to $100. Violation penalties have been set pursuant to an ordinance by SANDAG and are adjusted by SANDAG from time to time. The penalty for a first notice toll evasion is presently assessed at an amount of $40 plus the evaded toll. The violation is assessed an additional $60 if SANDAG delivers a second, delinquent violation notice (for a total of $100).

Each Fiscal Year, SANDAG accrues violation revenue in amount equal to toll penalties actually collected plus an amount of outstanding violation penalties that SANDAG expects to collect the following Fiscal Year. Revenue from toll penalties on the South Bay Expressway was $4.4 million in Fiscal Year 2015-16 and $4.7 million in Fiscal Year 2016-17.

*Account and Maintenance Fees*. During Fiscal Year 2016-17, approximately 76% of all transactions on the South Bay Expressway were processed through the *FasTrak* automatic vehicle identification system. The South Bay Expressway currently charges a minimum monthly toll (“MMT”) fee to *FasTrak* account holders if monthly tolls incurred on the South Bay Expressway (or SANDAG’s other toll facility, the I-15 Express Lanes) are less than the MMT amount. The MMT amount is set at $3.50 per account plus an addition $1.00 per transponder (the MMT for customers with a single transponder is $4.50). Revenue from account maintenance fees for the South Bay Expressway was $0.5 million in Fiscal Year 2015-16 and $0.6 million in Fiscal Year 2016-17. Account maintenance fees are included within Toll Revenues under the Master Indenture. See “DESCRIPTION OF THE SOUTH BAY EXPRESSWAY—Toll Collection and Revenue Management System” above.

*Other*. Other revenues of the South Bay Expressway include ancillary fees such as account deactivation fees, fees incurred under the Cooperative User Fee Processing Agreements, damaged or lost transponder fees, nonsufficient funds and chargebacks, rental and interest income.

**Operating Expenses**

Operating Expenses for the South Bay Expressway are composed primarily of costs associated with maintaining and operating the toll equipment, software and systems, customer service center, toll collection processing, as well as toll systems and equipment purchases, and an
allocated portion of SANDAG’s administrative costs, including insurance, salaries and benefits, marketing, consulting, legal, and office expenses. Construction and administration expenditures allocated to construction and non-operating activities are not Operating Expenses.

SANDAG develops the South Bay Expressway annual operations expenses by establishing goals and priorities that support its strategic goals and areas of emphasis. Operating expenses fund prioritized efforts and ensure cost-effective, efficient management of the toll facility. The final budget is reviewed and adopted by the SANDAG Board of Directors by June 30 each year. A five-year strategic work program is also prepared and updated annually as part of the budgeting process to identify and prioritize future operating needs.

**Capital Maintenance Plan and Capital Improvement Plan**

_**Capital Maintenance Plan.**_ SANDAG has developed a plan for the capital maintenance of the South Bay Expressway. The capital assets of the South Bay Expressway include approximately 57 lane miles (mainline, shoulders and ramps) of roadway and 19 bridges, as well as numerous facilities to accommodate toll collection, customer service, toll operations and roadway maintenance. SANDAG has organized its operations and maintenance plans to address infrastructure and operations needs of the roadway.

_**State of Good Repair.**_ As a requirement of the Franchise Agreement, SANDAG maintains the South Bay Expressway assets in a state of good repair. To facilitate the maintenance of a state of good repair, SANDAG entered into a Maintenance Agreement with Caltrans, whereby Caltrans conducts weekly, annual and biennial inspections of the South Bay Expressway facilities. Caltrans prepares regular inspection reports which are submitted to SANDAG for action.

Pavement is surveyed annually to identify areas where resurfacing or repairs is needed to maintain serviceability. To ensure that maintenance funds are spent wisely and cost-effectively, the annual maintenance and improvement programs are comprised of projects prioritized in order of urgency in a manner that maintains public safety and the serviceability of the roadway and bridges. Bridges are inspected biennially by Caltrans Division of Structures Maintenance.

Preventive maintenance and maintenance repairs are carried out through a combination of South Bay Expressway Roadway Maintenance staff; a maintenance contract with Caltrans; and capital projects for the more significant projects. Under the maintenance agreement with Caltrans, Caltrans workforce provides repair services for all manner of repairs, including pavement repairs; bridge repairs; traffic control devices; and overhead and roadside signs. For more significant projects, contracts are awarded for all categories of repair and maintenance activities. In Fiscal Year 2017, the amount of funding spent on maintenance and repairs, whether performed by SANDAG or Caltrans staff, and contracts totaled $1.9 million. In Fiscal Year 2018, that amount is increased to approximately $8.2 million.

As a result of SANDAG’s diligence, the conditions of the South Bay Expressway’s 19 bridges range from “good” to “very good”; terms that are defined in the Federal Highway Administration Coding Guide for the Inventory and Appraisal of the Nation's Bridges. All bridges are capable of safely supporting the heaviest legal loads of the state and nation.
SANDAG’s pavement maintenance starts with the design criteria that SANDAG has adopted which conforms to Caltrans standards. The design of the pavement section ensures that the roadway can withstand the daily impact of the traffic thereby helping to minimize future capital expenditure needs. The pavement section design for the mainline consists of a 0.6’ asphalt concrete surface course on top of an asphalt base course. The next layer below the asphalt base course is an aggregate base course. The combination of asphalt and aggregate base courses give the pavement its strength to support the expected volume of traffic. These layers are then constructed on top of a Grade A embankment material. The Grade A material allows any water infiltration away from the pavement subbase immediately. This feature reduces the amount of water being trapped under the pavement section which causes damage to the asphalt courses.

The pavement on the mainline roadway, shoulders and ramps was originally completed in 2007. The mainline roadway and shoulders will be repaved for the first time in October 2017 at a total contract construction cost of $6,405,000. The pavement rehabilitation project involves the installation of a Bonded Wearing Course, which is a high-performance surface placed over existing asphalt concrete pavement. The one-pass construction process moves quickly, allowing for a rapid return of traffic and results in minimal delay to roadway users. The planned pavement rehabilitation cycle is every 12 years, and SANDAG expects to set aside reserves in future years to ensure sufficient funding is available to maintain the normally expected lifecycle of the pavement consistent with Caltrans standards.

The ongoing inspections, annual maintenance and minor repairs are primarily funded through Roadway Maintenance Operating Funds. Some projects however, that are more significant in project scope, are funded through a capital program.

*Capital Improvement Program.* SANDAG prepares and updates on an annual basis a capital improvement program (CIP) to fund the maintenance and repairs needed to maintain the South Bay Expressway in a state of good repair. The CIP also includes capital improvements that improve access to the South Bay Expressway, such as tollway-to-freeway connectors, that better integrate the South Bay Expressway into the San Diego region’s transportation network, as well as identifies SANDAG’s contribution toward the capital construction of interchange improvements that provide local road access to the South Bay Expressway.

HNTB Corporation, consulting engineers to SANDAG, based on its knowledge of industry best practices, conducted a review of the South Bay Expressway CIP for the period from Fiscal Year 2018 through Fiscal Year 2042, when the Franchise Agreement expires. The purpose of the review was to determine the reasonableness of the CIP to sustain the South Bay Expressway’s roadway infrastructure and operations in a state of good repair over the review period. HNTB has concluded that the forecasts provided for in the CIP are reasonable. The program accounts for a reasonable schedule for repair and replacement of assets to maintain the roadway and associated infrastructure in a state of good repair.

The projects that comprise the South Bay Expressway CIP can generally be divided into three categories: Connectors/Interchange Improvements; Roadway Improvements; and Facilities Improvements. As seen in the breakdown of the CIP below, it is a mix of projects which will increase traffic capacity and operational efficiencies while also maintaining the system in a state
of good repair. The breakdown of the CIP over the term of the Franchise Agreement is as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount$ (1)</th>
<th>Percentage of Program(1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Connectors/Interchange Improvements</td>
<td>$57,975,672</td>
<td>20.7%</td>
</tr>
<tr>
<td>Roadway Improvements</td>
<td>77,030,849</td>
<td>27.5</td>
</tr>
<tr>
<td>Facilities Improvements</td>
<td>145,243,545</td>
<td>51.8</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$280,250,066</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

(1) Figures assume 2.77% inflation beginning in Fiscal Year 2019.
Source: SANDAG

As of June 30, 2017, SANDAG has approximately $77 million in reserves, which it may use to pay the expenditures of the Capital Maintenance Plan and the CIP. In addition, SANDAG expects to set aside amounts in future Fiscal Years, which together with the amounts in such reserves will be sufficient to pay expected capital maintenance and improvement expenditures.

**Projected Revenues, Operating Expenses and Debt Service Coverage Ratio**

The following table sets forth forecasts of the revenues, operating expenses and debt service coverage ratio for the South Bay Expressway for Fiscal Years ending June 30, 2018 through June 30, 2042.

The projections are based on assumptions concerning future events and circumstances that may impact revenues and expenses and represent SANDAG’s best estimates of results at this time. See footnotes to the following table for relevant assumptions. Some assumptions inevitably will not materialize and unanticipated events and circumstances may occur. Therefore, the actual results achieved during the projection period will vary from the projections and the variations may be material.
PROJECTED REVENUES, OPERATING EXPENSES AND DEBT SERVICE COVERAGE RATIO
Fiscal
Toll
Violation
Year(1)
Revenues(2)
Revenues(3)
2018
$32,419,651
$4,703,116
2019
33,266,290
4,703,116
2020
33,959,407
4,703,116
2021
34,573,205
4,703,116
2022
35,147,606
4,703,116
2023
35,924,981
4,703,116
2024
36,947,421
4,703,116
2025
38,319,190
4,703,116
2026
39,667,685
4,703,116
2027
40,629,600
4,703,116
2028
41,620,469
4,703,116
2029
42,639,977
4,703,116
2030
43,670,084
4,703,116
2031
44,745,984
4,703,116
2032
45,831,977
4,703,116
2033
46,945,477
4,703,116
2034
48,086,178
4,703,116
2035
49,403,797
4,703,116
2036
50,758,033
4,703,116
2037
51,972,974
4,703,116
2038
53,719,699
4,703,116
2039
56,070,084
4,703,116
2040
58,513,370
4,703,116
2041
60,631,586
4,703,116
2042
62,376,305
4,703,116
2043(9)
32,082,869
2,351,558
__________________________

Other
Income(4)
$1,705,942
1,822,143
1,703,650
1,649,325
1,794,258
1,943,858
1,908,674
1,970,442
2,116,474
2,310,162
2,489,124
2,631,666
2,746,097
2,722,380
2,823,629
2,989,004
3,221,607
3,429,123
3,574,667
3,816,979
4,005,279
4,125,793
4,210,207
4,400,880
1,705,942
2,463,717

Total
Revenues
$38,828,710
39,791,548
40,366,174
40,925,646
41,644,980
42,571,955
43,559,211
44,992,748
46,487,275
47,642,877
48,812,709
49,974,759
51,119,297
52,171,481
53,358,722
54,637,598
56,010,901
57,536,037
59,035,816
60,493,069
62,428,094
64,898,994
67,426,694
69,735,582
38,828,710
36,898,145

Operating
Expenses(5)
$10,827,679
11,260,786
11,711,218
12,179,667
12,666,853
13,173,527
13,700,468
14,248,487
14,818,427
15,411,164
16,027,610
16,668,715
17,335,463
18,028,882
18,750,037
19,500,039
20,280,040
21,091,242
21,934,891
22,812,287
23,724,778
24,673,770
25,660,720
26,687,149
27,754,635
14,432,410

Net
Revenues(6)
$28,001,030
28,530,762
28,654,956
28,745,980
28,978,127
29,398,428
29,858,743
30,744,261
31,668,848
32,231,714
32,785,098
33,306,044
33,783,834
34,142,599
34,608,685
35,137,559
35,730,861
36,444,795
37,100,925
37,680,782
38,703,316
40,225,224
41,765,973
43,048,433
44,049,300
22,465,735

Debt Service
on Bonds(7)
$2,454,805
13,345,050
14,475,275
14,453,400
14,446,400
14,415,500
14,412,875
14,401,875
14,396,875
14,387,125
14,381,875
14,375,250
14,366,500
14,354,875
14,344,500
14,334,375
14,323,500
14,315,750
14,300,125
14,290,500
14,275,625
14,264,250
14,250,000
14,231,625
14,217,625
14,201,375

Debt Service
Coverage Ratio(8)
11.4
2.1
2.0
2.0
2.0
2.0
2.1
2.1
2.2
2.2
2.3
2.3
2.4
2.4
2.4
2.5
2.5
2.5
2.6
2.6
2.7
2.8
2.9
3.0
3.1
1.6

Source: SANDAG
(1)
Fiscal Years end June 30.
(2)
Toll Revenues are now forecasted revenues netting out forecasted violation trips, which are estimated at 2.4% of trips. See “TRAFFIC AND REVENUE STUDY” below. Forecasted Toll Revenues
are not intended to be inclusive of all fees and charges included in the definition of Toll Revenues provided in the Indenture. Forecasted Toll Revenues are not reduced by projected - Non-Revenue
Trips, which can also be a source of reduction. See “HISTORICAL GROSS TOLL REVENUE AND NET TOLL REVENUE” table above.
(3)
Violation revenues are recorded in the year in which they are collected. Violation revenues are assumed to remain the same during the entire forecasted period.
(4)
Other Revenues includes (a) minimum monthly fees, (b) damaged, lost, forfeited transponder fees, (c) excess video toll usage penalties, (d) account statement fees, (e) account deactivation fees,
(f) chargeback and non-sufficient fees and (g) rent income. Other Revenues also include interest on balances in O&M Reserve and Capital Expenditure Fund. Other Revenues, with the exception of
interest income, is assumed to account for 2.9% of Toll Revenues and hence grows at the same rate as Toll Revenues since some of the components such as transponders grow with traffic. See “—
Other Revenue” above. SANDAG has provided the forecasted amounts.
(5)
Operating Expenses is assumed to grow at 4.0% annually. See “— Operating Expenses” above.
(6)
Represents the difference between the sum of Total Revenues and Operating Expenses.
(7)
Amounts represent scheduled payments of principal and interest on the Bonds. Debt Service projections are preliminary and subject to change.
(8)
Represents the amount of Net Revenues divided by debt service on the Bonds. Debt Service projections are preliminary and subject to change.
(9)
Projections for 2043 include only the first six months of the Fiscal Year.

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4824-2241-4406.10

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TRAFFIC AND REVENUE STUDY

General

SANDAG has retained the firm of Stantec Consulting Services Inc. (“Stantec”) to conduct a traffic and revenue study (the “Traffic and Revenue Study”) for the South Bay Expressway to forecast future traffic and potential revenue-generating capability of the South Bay Expressway for the period from Fiscal Years ending June 30, 2018 through June 30, 2043. The Traffic and Revenue Study is an update to a traffic and revenue study completed by Stantec in December 2011. The Traffic and Revenue Study is included as APPENDIX A – “TRAFFIC AND REVENUE STUDY” hereto. As stated in the Traffic and Revenue Study, the future toll revenue requirements are based upon assumptions regarding future conditions, including, without limitation, the toll rate structure. Stantec believes the assumptions upon which it relies in the Traffic and Revenue Study are reasonable. The following sets forth several of the key assumptions that Stantec has made in preparing the forecasted traffic and revenue of the South Bay Expressway:

- Characteristics of the South Bay Expressway including lane configuration, facility type, and lane widths remain the same for the life of the forecast.

- The following improvements to the South Bay Expressway are completed:
  - the interchange with SR-11 and SR-905 is completed by 2022;
  - the SBX six-ramp partial cloverleaf interchange with Otay Valley is completed in 2035; and
  - the half-diamond interchange with Lone Star is completed in 2037.

- The revenue constrained projects will be constructed as outlined in Appendix A of SANDAG’s 2050 Regional Transportation Plan. Stantec checked SANDAG’s ABM model to ensure that it contained all revenue constrained projects that could impact the SBX’s traffic and revenue stream. Most projects listed in the RTP were represented in the ABM correctly. Stantec made the following changes to the model to follow the RTP more accurately:
  - Compress SR-52 HOV lanes between I-15 and SR-125 in 2050 from either 2 or 9 lanes per direction to 1 lane per direction.
  - Widen SR-125 from 4 to 5 lanes per direction between SR-94 and I-8 by 2050.
  - Compress SR-52 between Mast Boulevard and SR-125 from 3 lanes per direction to 2 lanes per direction in 2025 and 2030.
  - Compress SR-94 between Jamacha Boulevard and Steele Canyon Road from 3 lanes per direction to 2 lanes per direction.
The toll rates on the South Bay Expressway will not change and vehicles with three or more axles will continue to pay two times the 2-axle toll rate.

Investors are advised to review carefully the Traffic and Revenue Study in its entirety, including the assumptions made by Stantec therein. See “RISK FACTORS” and APPENDIX A – “TRAFFIC AND REVENUE STUDY.”

The Traffic and Revenue Study projects gross transactional toll revenues during the forecast period, assuming no annual increases in toll rates. These revenue projections do not give effect to inflation or certain other revenues or adjustments, including violation penalty revenues, losses due to unprocessable images and non-revenue transactions, account maintenance fees, interest earnings or other income, all of which may affect amounts available for the payment of the Bonds.

Stantec

Stantec has a professional staff of approximately 22,000 employees and 160 offices throughout North America and has been serving public and private clients since 1954. Stantec has a group of over 1,000 transportation professionals of which more than 25 professionals are actively involved with toll facility clients. Stantec’s toll facility experience includes working with more than 100 clients in more than 20 states and internationally.

RISK FACTORS

This section provides a general overview of certain risk factors which investors should consider, in addition to the other matters set forth in this Official Statement, in evaluating an investment in the Bonds. This section is not meant to be a comprehensive or definitive discussion of the risks associated with an investment in the Bonds, and the order in which this information is presented does not necessarily reflect the relative importance of various risks. In addition, this section provides risks that are specific to the South Bay Expressway and an investment in the Bonds and does not include risks that are general in nature. Potential investors in the Bonds are advised to consider the following factors, among others, and to review this entire Official Statement to obtain information essential to the making of an informed investment decision. Any one or more of the risk factors discussed below, among others, could adversely affect the financial condition of the South Bay Expressway or SANDAG’s ability to make scheduled payments on the Bonds. SANDAG cannot assure investors that other risk factors not discussed herein will not become material in the future.

Economic, demographic or technological changes can cause material declines in traffic on the South Bay Expressway.

The overall level of traffic on the South Bay Expressway depends on economic and demographic conditions in the County of San Diego and, in particular, the communities who benefit from the South Bay Expressway. Any material change in those conditions may have a material adverse impact on toll revenues. Any deterioration of the economic condition of the County of San Diego, such as economic recession or increases in fuel prices, can impact the overall levels of traffic on the South Bay Expressway either directly through reduced demand
for commuting or indirectly by reducing congestion on freeways and reducing the value of the South Bay Expressway to commuters. In addition, any adverse change in the demographics in the County of San Diego or communities surrounding the South Bay Expressway can cause material declines in the level of traffic and toll transactions. These include population declines but also population shifts such as a change in the number of commuters who work or live in places for which the South Bay Expressway operates as a key link. In addition, technological or social changes can also reduce traffic on the South Bay Expressway, such as telecommuting or other changes that reduce the need for daily commuting.

**Toll Revenues depend on effective enforcement of tolls.**

The ability of SANDAG to generate Toll Revenues depends on effective enforcement of the payment of tolls. Effective enforcement, in turn, largely depends on the legal ability of SANDAG to establish effective levels of penalties for violators and effective enforcement mechanisms to collect those penalties. The State Legislature can further limit penalties SANDAG may assess to violators and also could change the current enforcement process. Importantly, effective enforcement of violators depends on requiring the payment of violation penalties in connection with car registration with the DMV and the ability of SANDAG to request the California Franchise Tax Board to offset tax refunds with toll penalties. If the State Legislature materially changes these enforcement tools, then SANDAG’s sole enforcement mechanism may be lawsuits in State court, which may prove burdensome and ineffective. Any material impact on the ability of SANDAG to enforce the toll charges may reduce overall toll transactions and thereby Toll Revenues. See “DESCRIPTION OF THE SOUTH BAY EXPRESSWAY—Enforcement” and “FINANCIAL AND RELATED INFORMATION OF THE SOUTH BAY EXPRESSWAY—Other Revenue—Violation Revenue” above.

**Caltrans may terminate the Franchise Agreement and may terminate SANDAG’s exclusivity.**

Under the terms of the Franchise Agreement, Caltrans has the right to terminate the Franchise Agreement if SANDAG defaults in the performance of any material obligation under the Franchise Agreement. In addition, Caltrans has the right to terminate its exclusivity obligations under the Franchise Agreement if the traffic on the South Bay Expressway falls below an “E” level of service designation for at least two consecutive hours per day on at least 150 days during a two-year period and SANDAG is not diligently pursuing development of additional capacity of the roadway. According to the 2000 Highway Capacity Manual, an “E” level of service is described as unstable traffic flow with speeds that vary greatly and are unpredictable. At an “E” level of service, vehicle spacing is about 6 car lengths, but speeds are still at or above 50 mi/h (80 km/h). Any disruption to traffic flow, such as merging ramp traffic or lane changes, will create a shock wave affecting traffic upstream. Any incident will create serious delays. Drivers' level of comfort may become poor. The South Bay Expressway is not projected to reach this level of traffic before 2050. See APPENDIX D – “SUMMARY OF THE FRANCHISE AGREEMENT.”
Competing transportation options can materially decrease traffic on the South Bay Expressway.

As a toll road, traffic on the South Bay Expressway is sensitive to competing transportation routes, particularly freeways and other roads that do not require the payment of a toll. Alleviation in traffic congestion on existing routes for any reason and construction of new transportation routes can all cause the levels of traffic and toll transactions on the South Bay Expressway to materially decrease.

Net Revenues of the South Bay Expressway can materially decline as a result of a variety of operating risks.

The collection of toll revenues will be subject to the risks inherent in the establishment and operation of any toll facility, including, among other things, the volume of traffic that uses SANDAG’s toll facilities, the ability of SANDAG and its computer systems to accurately process data and the ability of SANDAG to manage toll evasion and implement effective toll collection and enforcement practices. Other operating risks include the ability of SANDAG to control expenses and the availability of adequately-trained personnel.

Casualty events can materially damage the South Bay Expressway.

The South Bay Expressway could sustain damage as a result of earthquakes, terrorist attacks, extreme weather events and other natural occurrences, fires and explosions, spills of hazardous substances, strikes and lockouts, sabotage, wars, blockades and riots. Material casualty events that damage all or any portion of the South Bay Expressway may force temporary or indefinite closures, which could cause a material decline in toll revenues. In addition, any casualty events may require additional debt secured from Toll Revenues to repair any damage.

SANDAG may add additional toll roads to the definition of “Toll Road” in the Indenture.

Under the Master Indenture, the term “Toll Road” initially means the South Bay Expressway. But, under the definition of “Toll Road” in the Master Indenture, “Toll Road” can potentially include other streets, roads or highways in addition to the South Bay Expressway if SANDAG has all right, power and authority pursuant to law to impose tolls, and upon which tolls are imposed by SANDAG. Under the terms of the Master Indenture, “Toll Road” does not include any Special Project, which means any project so designated by SANDAG. Any toll facilities that become part of the definition of Toll Road can encounter financial or operational challenges which may materially adversely impact the ability of SANDAG to pay debt service on the Bonds even if the financial and operational condition of the South Bay Expressway were unaffected.

The State Legislature can adopt laws that can impact SANDAG’s governance and management.

SANDAG was created in the 1970s as a Joint Powers Authority made up of various cities in the County of San Diego that desired to voluntarily carry out regional planning activities as a
joint enterprise. SANDAG’s governance structure was codified into State Law by State statute in 2002. The State Legislature can alter the governance and structure of SANDAG. Recently, a bill was proposed in the State Legislature which, if it becomes law, will change the voting mechanisms of the Board of Directors of SANDAG and provide additional audit requirements. The State Legislature can adopt statutory changes that could materially impact the composition of the Board of Directors or composition of management, or impose new requirements or standards, any of which could cause material changes for SANDAG policy objectives or how it operates. Any of these changes, in turn, could change how SANDAG approaches its management of the South Bay Expressway, including the levels of toll rates, construction of improvements, or levels or enforcement of toll penalties, to the extent those changes do not conflict with SANDAG debt obligations.

Change in Tax-Exempt Status.

The President of the United States and the United States Congress, and the California State Legislature could propose in the future, legislation that, if enacted, could cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Beneficial Owners from realizing the full current benefit of the tax status of such interest. Clarifications of the Internal Revenue Code of 1986, as amended (the “Code”), or court decisions may also cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation. The introduction or enactment of any such legislative proposals or any clarification of the Code or court decisions may also affect the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding any such pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion. See “TAX MATTERS.”

Bankruptcy Risks.

SANDAG is authorized to file for bankruptcy under Chapter 9 of the United States Bankruptcy Code if it meets certain requirements of State law and the Bankruptcy Code. In any bankruptcy of SANDAG, if Toll Revenues are determined to be “special revenues” under the Bankruptcy Code, then Toll Revenues collected after the date of any bankruptcy filing should be subject to the lien of the Master Indenture. “Special revenues” are defined to include, among other things, receipts derived from the ownership or operation of projects or systems that are or are intended to be primarily used to provide transportation services. While the Toll Revenues appear to satisfy this definition and thus be “special revenues,” there remains a relative dearth of Chapter 9 bankruptcy cases. If, in any SANDAG bankruptcy, the court were to find that the Toll Revenues are not “special revenues,” the lien on Toll Revenues set forth in the Indenture would no longer be effective.

In addition, even if a bankruptcy court were to determine that the Toll Revenues constitute “special revenues,” the Bankruptcy Code provides that revenues generated by the debtor’s projects or systems may, if circumstances require it, be applied first to the necessary operating expenses of the project or system, before they are applied to debt service or other obligations and regardless of the terms of any indenture or other governing bond issuance document. Accordingly, the court could apply Toll Revenues to a much more significant amount
of operating expenses than set forth in the Indenture before any Toll Revenues would be available to pay debt service on the Bonds.

If SANDAG is in bankruptcy, the parties (including the holders of the Bonds) may be prohibited from taking any action to collect any amount from SANDAG or to enforce any obligation of SANDAG, unless the permission of the bankruptcy court is obtained. These restrictions may also prevent the Trustee from making payments to the holders of the Bonds from funds in the Trustee’s possession.

SANDAG as a debtor in bankruptcy may be able to borrow additional money that is secured by a lien on any of its property (including Toll Revenues), which lien could have priority over the lien of the Indenture, or to cause some Toll Revenues to be released to it, free and clear of lien of the Indenture, in each case provided that the bankruptcy court determines that the rights of the Trustee and the holders of the Bonds will be adequately protected. SANDAG may also be able, without the consent and over the objection of the Trustee and the holders of the Bonds, to alter the priority, interest rate, payment terms, collateral, maturity dates, payment sources, covenants (including tax-related covenants), and other terms or provisions of the Indenture and the Bonds, provided that the bankruptcy court determines that the alterations are fair and equitable.

There may be delays in payments on the Bonds while the bankruptcy court considers any of these issues. There may be other possible effects of a bankruptcy of SANDAG that could result in delays or reductions in payments on the Bonds, or result in losses to the holders of the Bonds. Regardless of any specific adverse determinations in a SANDAG bankruptcy proceeding, the fact of a SANDAG bankruptcy proceeding could have an adverse effect on the liquidity and value of the Bonds.

FINANCIAL STATEMENTS OF THE SOUTH BAY EXPRESSWAY

The financial statements of the South Bay Expressway for the Fiscal Year ended June 30, 2016, included in Appendix B of this Official Statement, have been audited by Davis Farr LLP, certified public accountants, as stated in their report therein. Davis Farr LLP has not performed any post-audit review of the financial condition or operations of the South Bay Expressway and has not reviewed this Official Statement. SANDAG is not required to and has not requested the consent of the auditors to the inclusion of its audited financial statements in this Official Statement.

The financial statements of South Bay Expressway for the Fiscal Year ended June 30, 2017, also included in Appendix B of this Official Statement, have not been audited by Davis Farr LLP, or any other certified public accountants.

The financial statements of the South Bay Expressway have not been prepared with a view reflecting how revenues and expenditures or assets and liabilities are treated under the Indenture. All Toll Revenues are applied as provided in the Indenture and the Bonds are secured by such funds and accounts under the Indenture provided therein.
CONTINUING DISCLOSURE

SANDAG will execute a continuing disclosure agreement (the “Continuing Disclosure Agreement”), pursuant to which SANDAG will covenant for the benefit of the owners of the Bonds to provide certain unaudited financial information and operating data relating to the South Bay Expressway by not later than ninety (90) days following the end of each fiscal quarter, commencing with the fiscal quarter ending December 31, 2017 (the “Quarterly Report”), to provide annually certain financial information and operating data relating to the South Bay Expressway by not later than six months after the end of the prior fiscal year, commencing with the fiscal year ending June 30, 2017 (the “Annual Report”), and to provide notice of the occurrence of certain enumerated events (the “Notice Events”) in a timely manner. The Annual Reports and Notice Events will be filed with the Municipal Securities Rulemaking Board Electronic Municipal Market Access system. These covenants will be made to assist the Underwriters in complying with Rule 15c2-12, as amended, adopted by the SEC under the Securities and Exchange Act of 1934, as amended. See APPENDIX F —“FORM OF CONTINUING DISCLOSURE AGREEMENT.”

TAX MATTERS

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to SANDAG (“Bond Counsel”), based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the “Code”) and is exempt from State of California personal income taxes. Bond Counsel is of the further opinion that interest on the Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although Bond Counsel observes that such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. A complete copy of the proposed form of opinion of Bond Counsel is set forth in Appendix E hereto.

To the extent the issue price of any maturity of the Bonds is less than the amount to be paid at maturity of such Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Bonds), the difference constitutes “original issue discount,” the accrual of which, to the extent properly allocable to each Beneficial Owner thereof, is treated as interest on the Bonds which is excluded from gross income for federal income tax purposes and State of California personal income taxes. For this purpose, the issue price of a particular maturity of the Bonds is the first price at which a substantial amount of such maturity of the Bonds is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the Bonds accrues daily over the term to maturity of such Bonds on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such Bonds to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of such Bonds. Beneficial Owners of the Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of Beneficial Owners who do not purchase such
Bonds in the original offering to the public at the first price at which a substantial amount of such Bonds is sold to the public.

Bonds purchased, whether at original issuance or otherwise, for an amount higher than their principal amount payable at maturity (or, in some cases, at their earlier call date) (“Premium Bonds”) will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of bonds, like the Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax-exempt interest received, and a Beneficial Owner’s basis in a Premium Bond, will be reduced by the amount of amortizable bond premium properly allocable to such Beneficial Owner. Beneficial Owners of Premium Bonds should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. SANDAG has made certain representations and covenanted to comply with certain restrictions, conditions and requirements designed to ensure that interest on the Bonds will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Bonds. The opinion of Bond Counsel assumes the accuracy of these representations and compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken), or events occurring (or not occurring), or any other matters coming to Bond Counsel’s attention after the date of issuance of the Bonds may adversely affect the value of, or the tax status of interest on, the Bonds. Accordingly, the opinion of Bond Counsel is not intended to, and may not, be relied upon in connection with any such actions, events or matters.

Although Bond Counsel is of the opinion that interest on the Bonds is excluded from gross income for federal income tax purposes and is exempt from State of California personal income taxes, the ownership or disposition of, or the accrual or receipt of amounts treated as interest on, the Bonds may otherwise affect a Beneficial Owner’s federal, state or local tax liability. The nature and extent of these other tax consequences depends upon the particular tax status of the Beneficial Owner or the Beneficial Owner’s other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, in whole or in part, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Beneficial Owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals or clarification of the Code or court decisions may also affect, perhaps significantly, the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding the potential impact of any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel is expected to express no opinion.
The opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel’s judgment as to the proper treatment of the Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service (“IRS”) or the courts. Furthermore, Bond Counsel cannot give and has not given any opinion or assurance about the future activities of SANDAG, or about the effect of future changes in the Code, the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. SANDAG has covenanted, however, to comply with the requirements of the Code.

Bond Counsel’s engagement with respect to the Bonds ends with the issuance of the Bonds, and, unless separately engaged, Bond Counsel is not obligated to defend SANDAG or the Beneficial Owners regarding the tax-exempt status of the Bonds in the event of an audit examination by the IRS. Under current procedures, parties other than SANDAG and their appointed counsel, including the Beneficial Owners, would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of tax-exempt bonds is difficult, obtaining an independent review of IRS positions with which SANDAG legitimately disagrees, may not be practicable. Any action of the IRS, including but not limited to selection of the Bonds for audit, or the course or result of such audit, or an audit of bonds presenting similar tax issues may affect the market price for, or the marketability of, the Bonds, and may cause SANDAG or the Beneficial Owners to incur significant expense.

UNDERWRITING

SANDAG has entered into a Bond Purchase Agreement (the “Purchase Agreement”) with respect to the Bonds with J.P. Morgan Securities LLC on behalf of itself and as representative of the underwriters set forth on the cover page hereof (collectively, the “Underwriters”). The Underwriters have agreed to purchase the Bonds for an aggregate purchase price of $______ (representing the principal amount of the Bonds of $_______, [plus/less] an original issue [premium/discount] of $______, less an Underwriters’ discount of $______).

The Purchase Agreement provides that (i) the Underwriters will purchase all (but not less than all) of the Bonds, and (ii) the obligations to make such purchases are subject to certain terms and conditions set forth in such Purchase Agreement including, among others, the approval of certain legal matters by counsel.

The Underwriters have provided the following paragraphs to SANDAG relating to their distribution practices or other affiliations for inclusion in this Official Statement. The State does not guarantee the accuracy or completeness of the information contained those paragraphs and the information therein is not to be construed as a representation of SANDAG.

J.P. Morgan Securities LLC (“JPMS”), one of the Underwriters of the Bonds, has entered into negotiated dealer agreements (each, a “Dealer Agreement”) with each of Charles Schwab & Co., Inc. (“CS&Co.”) and LPL Financial LLC (“LPL”) for the retail distribution of certain securities offerings at the original issue prices. Pursuant to each Dealer Agreement, each of CS&Co. and LPL may purchase Bonds from JPMS at the original issue price less a negotiated portion of the selling concession applicable to any Bonds that such firm sells.

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Citigroup Global Markets Inc., an Underwriter of the Bonds, has entered into a retail distribution agreement with UBS Financial Services Inc. (“UBSFS”). Under this distribution agreement, Citigroup Global Markets Inc. may distribute municipal securities to retail investors through the financial advisor network of UBSFS. As part of this arrangement, Citigroup Global Markets Inc. may compensate UBSFS for its selling efforts with respect to the Bonds.

**LEGAL MATTERS**

Certain legal matters incident to the authorization, issuance and sale of the Bonds are subject to the approval of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to SANDAG. Certain legal matters will be passed upon for SANDAG by Nixon Peabody LLP, Disclosure Counsel, and for the Underwriters by Norton Rose Fulbright US LLP, Underwriters’ Counsel. Bond Counsel expects to deliver an opinion at the time of issuance of the Bonds substantially in the form set forth in Appendix E. Bond Counsel is not passing upon and undertakes no responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement.

**LITIGATION**

There is no controversy or litigation of any nature now pending or threatened restraining or enjoining the issuance of the Bonds or in any way contesting or affecting the validity of the Bonds or any proceedings of SANDAG taken with respect to the execution, delivery or sale thereof.

In addition, there is no litigation pending or threatened against SANDAG which, in the opinion of SANDAG, would materially adversely affect the South Bay Expressway or the ability of SANDAG to pay debt service on the Bonds.

**MUNICIPAL ADVISOR**

PFM Financial Advisors LLC (the “Municipal Advisor”) serves as municipal advisor to SANDAG in connection with the issuance of the Bonds. The Municipal Advisor has assisted in the preparation of the debt issuance plan for the financing based on information provided by SANDAG. In addition, it has assisted in the preparation of this Official Statement. The Municipal Advisor has not undertaken to make an independent verification of, or to assume responsibility for, the accuracy, completeness or fairness of the information contained in this Official Statement.

**RATINGS**

S&P Global Ratings (“S&P”), and Fitch Ratings (“Fitch”) are expected to assign the Bonds their long-term ratings of “[___]” and “[___],” respectively.

Such credit ratings reflect only the views of such organizations and any desired explanation of the significance of such credit ratings should be obtained from the rating agency furnishing the same, at the following addresses: S&P Global Ratings, 55 Water Street, New York, New York 10041; and Fitch Ratings, 33 Whitehall Street, New York, New York 10004. Generally, a rating agency bases its credit rating on the information and materials furnished to it.
and on investigations, studies and assumptions of its own. Such credit ratings may not continue for any given period and may be revised downward or withdrawn entirely by the rating agencies, if in the judgment of such rating agencies, circumstances so warrant. Any downward revision or withdrawal of such credit ratings could have an adverse effect on the market price of the Bonds.

MISCELLANEOUS

This Official Statement is not to be construed as a contract or agreement between SANDAG and holders of any of the Bonds. All quotations from and summaries and explanations of the Indenture, the Franchise Agreement, other documents and any statutes contained herein do not purport to be complete, and reference is made to said documents and statutes for full and complete statements of their provisions.

SAN DIEGO ASSOCIATION OF GOVERNMENTS

By

Chief Deputy Executive Director
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FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this “Disclosure Agreement”) is executed and delivered by the San Diego Association of Governments (“SANDAG”) and Digital Assurance Certification LLC, as dissemination agent (the “Dissemination Agent”) in connection with the issuance of $[_____] aggregate principal amount of the San Diego Association of Governments South Bay Expressway Toll Revenue First Senior Lien Bonds, 2017 Series A (the “Bonds”). The Bonds are being issued pursuant to the Indenture, dated as of [____] 1, 2017 (as amended and supplemented, including by a First Supplemental Indenture, dated as of [____] 1, 2017, collectively, the “Indenture”), between SANDAG and U.S. Bank National Association, as trustee. Pursuant to the Indenture, SANDAG and the Dissemination Agent covenant and agree as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by SANDAG for the benefit of the Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule (as defined herein).

Section 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by SANDAG pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Audited Financial Statements” means the audited financial results of the South Bay Expressway for the applicable Fiscal Year.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Business Day” shall mean a day other than (a) Saturday or Sunday, (b) a day on which banking institutions in the city in which the Principal Office of the Trustee is located are authorized or required by law to be closed, and (c) a day on which the New York Stock Exchange is authorized or obligated by law or executive order to be closed.

“Disclosure Representative” shall mean the designee of SANDAG designated to act as the Disclosure Representative, or such other person as SANDAG shall designate in writing to the Dissemination Agent from time to time.

“Dissemination Agent” means an entity selected and retained by SANDAG, or any successor thereto selected by SANDAG. The initial Dissemination Agent shall be Digital Assurance Certification LLC.

“Listed Events” shall mean any of the events listed in Section 5(a) and (b) of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934 or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the SEC, filings with the MSRB are to be made through the EMMA website of the MSRB, currently located at http://emma.msrb.org.

“Participating Underwriter” shall mean any original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Quarterly Report” shall mean any Quarterly Report provided by SANDAG pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Repository” shall mean, until otherwise designated by the SEC, EMMA.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as amended from time to time.

“State” shall mean the State of California.

“SEC” shall mean the Securities and Exchange Commission.

Section 3. Provision of Reports.

(a) SANDAG shall, or shall cause the Dissemination Agent to, not later than one hundred and eighty (180) days after the end of each fiscal year, commencing with the fiscal year ending June 30, 2017, provide to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement. If SANDAG’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(e).

(b) SANDAG shall, or shall cause the Dissemination Agent to, not later than ninety (90) days after the end of fiscal quarter ending on each September 30, December 31, March 31 and June 30, commencing with the fiscal quarter ending December 31, 2017, provide to the Repository a Quarterly Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Quarterly Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement.

(c) Not later than one Business Day prior to the date specified in subsection (a) for providing the Annual Report to the Repository, SANDAG shall provide the Annual Report to the
Dissemination Agent (if other than SANDAG). SANDAG shall provide, or cause the preparer of the Annual Report to provide, a written certificate with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished to it hereunder. The Dissemination Agent may conclusively rely upon such certification and shall have no duty or obligation to review such Annual Report.

(d) Not later than one Business Day prior to the date specified in subsection (b) for providing the Quarterly Report to the Repository, SANDAG shall provide the Quarterly Report to the Dissemination Agent (if other than SANDAG). SANDAG shall provide, or cause the preparer of the Quarterly Report to provide, a written certificate with each Quarterly Report furnished to the Dissemination Agent to the effect that such Quarterly Report constitutes the Quarterly Report required to be furnished to it hereunder. The Dissemination Agent may conclusively rely upon such certification and shall have no duty or obligation to review such Quarterly Report.

(e) If SANDAG is unable to provide to the Repository an Annual Report or Quarterly Report by the date required in subsection (a) or subsection (b), SANDAG shall send, or shall cause the Dissemination Agent to send, a notice to the Repository or to the MSRB, in substantially the form attached as Exhibit A.

(f) The Dissemination Agent shall:

(i) determine the electronic filing address of, and then-current procedures for submitting Annual Reports and Quarterly Reports to, the MSRB each year prior to the date for providing the Annual Report and Quarterly Report; and

(ii) file a report with SANDAG certifying that the Annual Report and Quarterly Reports have been provided to the MSRB pursuant to this Disclosure Agreement, and stating the date it was provided.

Section 4 Content of Reports.

(a) The Annual Report shall contain or include by reference the following:

(i) Financial Statements. The Audited Financial Statements of the South Bay Expressway for the prior Fiscal Year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Audited Financial Statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, dated [___], 2017 relating to the Bonds (the “Official Statement”) and the Audited Financial Statements shall be filed in the same manner as the Annual Report when such Audited Financial Statements become available.

(ii) The debt service schedule for the Bonds, if there have been any unscheduled redemptions, retirements or defeasances, and the debt service on any additional parity bonds issued, in each case during the prior Fiscal Year.
(iii) To the extent not contained in the financial statements, for the most recently ended fiscal year, the financial information and operating data, substantially in the form presented in the Official Statement as follows; (A) the table “Current Toll Rates,” (B) the table “Historical Traffic,” (C) the table “Average Weekday Trip Patterns” (D) the table “Average Weekday Transactions by Vehicle Type,” (E) the table “Average Weekday Revenue by Trip,” (F) the table “Historical Revenues and Expenditures,” (G) the table “Historical Gross Toll Revenue And Net Toll Revenue,” and (H) the information for the then immediately past fiscal year, as presented in the table “Projected Revenues, Expenditures and Debt Service Coverage Ratio.

(b) The Quarterly Report shall contain or include by reference the following:

(i) Unaudited Quarterly Financial Statements. In the case of the Quarterly Report, the Unaudited Quarterly Financial Statements of the South Bay Expressway for the prior Fiscal Quarter, prepared in a format similar to the financial statements contained in the Official Statement.

(ii) To the extent not contained in the unaudited quarterly financial statements, for the most recently ended fiscal quarter, the financial information, substantially in the form presented in the Official Statement in the table “Historical Traffic.”

Any or all of the items required to be included in the Annual Report on the Quarterly Report may be included by specific reference to other documents, including official statements of debt issues of SANDAG or related public entities, which have been submitted to the Repository or the SEC. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. SANDAG shall clearly identify each such other document so included by reference.

Section 5. Reporting of Listed Events.

(a) Pursuant to the provisions of this Section 5, SANDAG shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not more than ten (10) Business Days after the event:

(1) principal and interest payment delinquencies;

(2) defeasances;

(3) tender offers;

(4) rating changes;

(5) adverse tax opinions or the issuance by the Internal Revenue Service of a proposed or final determination of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;

(6) unscheduled draws on the debt service reserves reflecting financial difficulties;
(7) unscheduled draws on credit enhancements reflecting financial difficulties;
(8) substitution of credit or liquidity providers or their failure to perform; or
(9) bankruptcy, insolvency, receivership or similar proceedings.

For these purposes, any event described in the immediately preceding paragraph (9) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for SANDAG in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of SANDAG, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of SANDAG.

(b) Pursuant to the provisions of this Section 5, SANDAG shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

(1) consummation of a merger, consolidation or acquisition involving SANDAG or the sale of all or substantially all of the assets of the obligated persons, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
(2) appointment of a successor or additional trustee or the change of the name of a trustee;
(3) non-payment related defaults;
(4) modifications to the rights of Owners;
(5) optional, unscheduled or contingent Bond calls; or
(6) release, substitution or sale of property securing repayment of the Bonds.

(c) Whenever SANDAG obtains knowledge of the occurrence of a Listed Event, described in subsection (b) of this Section 5, SANDAG shall as soon as possible determine if such event would be material under applicable Federal securities law.

(d) If SANDAG determines that knowledge of the occurrence of a Listed Event described in subsection (b) of this Section 5 would be material under applicable federal securities law, SANDAG shall, in a timely manner not more than ten (10) Business Days after its occurrence, notify the Dissemination Agent in writing and instruct the Dissemination Agent to report the occurrence to the Repository in a timely manner not more than ten (10) Business Days after occurrence of the Listed Event.
If the Dissemination Agent has been instructed by SANDAG to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the MSRB.

Section 6. **Filings with the MSRB.** All information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Disclosure Agreement shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. **Termination of Reporting Obligation.** SANDAG’s obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, SANDAG shall give notice of such termination in the same manner as for a Listed Event under Section 5(e).

Section 8. **Dissemination Agent.** SANDAG may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign by providing thirty (30) days written notice to SANDAG.

Section 9. **Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Agreement, SANDAG may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that in the opinion of nationally recognized bond counsel, such amendment or waiver is permitted by the Rule.

Section 10. **Additional Information.** Nothing in this Disclosure Agreement shall be deemed to prevent SANDAG from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If SANDAG chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, SANDAG shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. **Default.** In the event of a failure of SANDAG to comply with any provision of this Disclosure Agreement, any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause SANDAG to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of SANDAG or the Dissemination Agent to comply with this Disclosure Agreement shall be an action to compel performance.

Section 12. **Duties, Immunities and Liabilities of Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and SANDAG agrees to indemnify and save the Dissemination Agent, its officers,
directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their respective powers and duties hereunder, including the costs and expenses (including attorneys’ fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent’s negligence or willful misconduct. The Dissemination Agent shall be paid compensation by SANDAG for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for SANDAG, the Trustee, the Holders, or any other party. The obligations of SANDAG under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 13. Notices. Any notices or communications herein required or permitted to be given shall be in writing and shall be delivered in such manner and to such addresses as are specified in the Indenture.

Section 14. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of SANDAG, the Dissemination Agent, the Participating Underwriter and Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.
Date: [____], 2017

SAN DIEGO ASSOCIATION OF GOVERNMENTS

By:_______________________________________

DIGITAL ASSURANCE CERTIFICATION LLC, as Dissemination Agent

By:_______________________________________
APPENDIX G

BOOK-ENTRY SYSTEM ONLY

The information in this Appendix G regarding DTC’s Book-Entry System has been provided by DTC for use in securities offering documents, and SANDAG takes no responsibility for the accuracy or completeness thereof. SANDAG cannot and does not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners either (a) payments of interest, principal or premium, if any, with respect to the Bonds or (b) certificates representing ownership interest in or other confirmation of ownership interest in the Bonds, or that they will so do on a timely basis or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Official Statement. The current “Rules” applicable to DTC are on file with the Securities and Exchange Commission and the current “Procedures” of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the bonds (the “Bonds”). The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC. If, however, the aggregate principal amount of any such maturity exceeds $500 million, one certificate will be issued with respect to each $500 million of principal amount and an additional certificate will be issued with respect to any remaining principal amount of such maturity.

2. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through...
or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a S&P Global Ratings rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

4. To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds. DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC’s MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to
SANDAG as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, principal and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit Direct Participants’ accounts upon DTC’s receipt of funds and corresponding detail information from SANDAG, on the payable dates in accordance with their respective holdings shown on DTC’s records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in “street name,” and will be the responsibility of such Participant and not of DTC or SANDAG, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of SANDAG, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to SANDAG. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

10. SANDAG may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC’s book-entry system has been obtained from sources that SANDAG believes to be reliable, but SANDAG takes no responsibility for the accuracy thereof.
MASTER INDENTURE

between

SAN DIEGO ASSOCIATION OF GOVERNMENTS

and

U.S. BANK NATIONAL ASSOCIATION

as Trustee

Dated as of [_____ 1, 2017]

San Diego Association of Governments
South Bay Expressway Toll Revenue Bonds
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This MASTER INDENTURE, dated as of [____] 1, 2017 (this “Master Indenture”), between the SAN DIEGO ASSOCIATION OF GOVERNMENTS, a public entity duly existing under the laws of the State of California (as further defined herein, “SANDAG”), and U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States of America, as trustee (together with any successor thereto the “Trustee”);

W I T N E S S E T H:

WHEREAS, SANDAG is a consolidated regional transportation agency organized and existing pursuant to the San Diego Regional Transportation Act, being Chapter 3 of Division 12.7 of the Public Utilities Code of the State of California (Section 132350 et seq.), and as it may be amended from time to time hereafter, the “Act”;

WHEREAS, SANDAG is authorized pursuant to Section 143.1 of the Streets and Highways Code of the State of California (the “Toll Road Act”) to, among other things, collect tolls along the demonstration toll road project known as the South Bay Expressway, in the County of San Diego;

WHEREAS, SANDAG is authorized pursuant to the Act, including Section 132370 and following thereof, to issue bonds or other obligations (as further defined herein, the “Obligations”) pursuant to the terms and conditions of a resolution adopted by a majority vote of SANDAG, which Obligations may be payable from the revenues of such tolls (as further defined herein, the “Toll Revenues”) and any other revenue pledged hereunder;

WHEREAS, pursuant to a Development Franchise Agreement for a Privatized Transportation Project, dated January 6, 1991 (the “Original Franchise Agreement”), by and between the California Department of Transportation (“Caltrans”) and California Transportation Ventures, Inc., a California corporation (“CTV”), and Section 143 of the California Streets and Highways Code, as then in effect, CTV agreed to, among other things, develop, construct, maintain and operate the SR-125 Project for a period of 35 years, in consideration for the right to set and collect tolls on the SR-125;

WHEREAS, CTV assigned its interest in the Original Franchise Agreement to South Bay Expressway, LLC (“SBX”), as successor in interest to South Bay Expressway, L.P., formerly known as San Diego Expressway, L.P., pursuant to an assignment letter dated August 18, 1992 and acknowledged by Caltrans on September 9, 1992;

WHEREAS, the initial development and construction of the South Bay Expressway Project (the “SR-125 Project”), including the divided, limited access toll road in San Diego County, California, approximately 9.2 miles (15 kilometers) long, which extends from the interchange with Otay Mesa Road to San Miguel Ranch Road, and related tolling facilities, was substantially completed on November 16, 2007 at which time the SR-125 Project opened to traffic;

WHEREAS, pursuant to the Original Franchise Agreement, SBX transferred title in the SR-125 Project to Caltrans upon substantial completion thereof and leased the SR-125 Project back from Caltrans pursuant to a Lease Agreement, dated as of November 16, 2007 (the
“Original Lease Agreement”), by and between Caltrans, as lessor, and SBX, as lessee;

WHEREAS, pursuant to an Asset Purchase and Sale Agreement, dated as of December 21, 2011 (the “Acquisition Agreement”), SANDAG acquired from SBX, and SBX sold, conveyed, assigned, transferred and delivered to SANDAG, all of SBX’s right, title and interest in the SR-125 Project, including the Original Lease Agreement, the Original Franchise Agreement and certain other assets as set forth in the Acquisition Agreement;

WHEREAS, SANDAG and Caltrans entered into an Amended and Restated Development Franchise Agreement for a Privatized Transportation Project, dated as of [February 1, 2013], pursuant to which SANDAG operates, maintains and tolls the SR-125 Project[, and [AMENDED LEASE?]];

WHEREAS, in connection with SANDAG’s financing of its acquisition of the SR-125 Project, SANDAG entered into: (i) a TransNet Loan Agreement, dated December 21, 2011 (the “TransNet Loan Agreement”), by and between SANDAG and the San Diego County Regional Transportation Commission (the “Commission”), (ii) a Second Amended and Restated TIFIA Loan Agreement, dated December 21, 2011 (the “TIFIA Loan Agreement”), by and between SANDAG and the United States Department of Transportation, acting by and through the Federal Highway Administrator (“TIFIA”), (iii) the Series D Agreement, dated December 21, 2011 (the “Series D Agreement”), by and between SANDAG and TIFIA, and (iv) the Master Trust Agreement, dated as of December 21, 2011, by and between SANDAG and U.S. Bank National Association, as master trustee, as it has been supplemented by the First Supplemental Master Agreement, dated as of December 21, 2011, by and between SANDAG and U.S. Bank National Association, as master trustee, the Second Supplemental Master Agreement, dated as of December 21, 2011, by and between SANDAG and U.S. Bank National Association, as master trustee, and the Third Supplemental Master Agreement, dated as of December 21, 2011, by and between SANDAG and U.S. Bank National Association, as master trustee (collectively, and as so supplemented, the “Master Trust Agreement”);

WHEREAS, the Series 2011 Note 4 (TransNet) (First Subordinated Obligation) (the “TransNet Note”), payable pursuant to and secured by the Master Trust Agreement and the TransNet Loan Agreement, is currently outstanding in the aggregate principal amount of $58,686,491, with a deferred interest obligation due and owing in the aggregate amount of $[3,666,019];

WHEREAS, the Series 2011 Note 1-A, Series 2011 Note 1-A (TIFIA Tranche A-2 Loan) (Senior Obligation), the Series 2011 Note 1-B (TIFIA Tranche B-2 Loan) (Senior Obligation), and the Series 2011 Note 1-C, (TIFIA Tranche C-2 Loan) (Senior Obligation), payable pursuant to and secured by the Master Trust Agreement and the TIFIA Loan Agreement, are currently outstanding in the aggregate principal amount of $[112, 352,579], and the Series D Note, payable pursuant to and secured by the Master Trust Agreement and the TIFIA Loan Agreement, is currently outstanding with an accreted value due of $[_______] (collectively, the “TIFIA Notes”);

WHEREAS, SANDAG now desires to refund the TransNet Note and the TIFIA Notes and has determined to issue its First Senior Lien Bonds pursuant to the Act and in
accordance with Article 10 and Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the
Government Code of the State of California (Section 53570 et seq.) (the "Refunding Bond Law")
in order to: (i) pay, or reimburse SANDAG for the payment of, a portion of the Project Costs (as
hereinafter defined), including by refunding the TransNet Note and the TIFIA Notes, (ii) fund a
deposit to the 2017 Bonds Reserve Account established within the First Senior Lien Obligations
Reserve Fund, and (iii) pay the Costs of Issuance (as hereinafter defined) of such Bonds;

WHEREAS, [SANDAG has obtained the consent of the Commission and TIFIA to] the refunding of the TransNet Note and the TIFIA Notes, and, upon the prepayment thereof, the Master Trust Agreement, the TransNet Loan Agreement, the TIFIA Loan Agreement and the Series D Agreement shall be satisfied and discharged and the estate and rights granted under the Master Trust Agreement shall cease, determine, and become void;

WHEREAS, SANDAG has determined to enter into this Master Indenture and one or more Supplemental Indentures (collectively, the "Indenture") to provide for (i) the authentication and delivery of First Senior Lien Bonds, entitled “San Diego Association of Governments Toll Revenue First Senior Lien Bonds,” to establish and declare the terms and conditions upon which the First Senior Lien Bonds and other obligations secured by toll revenues and other sources of funds shall be issued and secured and to secure the payment of the principal, premium (if any), and interest on the First Senior Lien Bonds and other obligations secured by toll revenues on a parity with the First Senior Lien Bonds (as more fully defined in Section 1.01, the “Parity Obligations”); (ii) the authentication and delivery of Second Senior Lien Obligations, entitled “San Diego Association of Governments Toll Revenue Second Senior Lien Bonds,” to establish and declare the terms and conditions upon which the Second Senior Lien Obligations may be issued and secured and to secure the payment of the principal, premium (if any), and interest on the Second Senior Lien Obligations, and (iii) the authentication and delivery of Subordinate Obligations, entitled “San Diego Association of Governments Toll Revenue Subordinate Obligations,” to establish and declare the terms and conditions upon which the Subordinate Obligations may be issued and secured and to secure the payment of the principal, premium (if any), and interest on the Subordinate Obligations;

WHEREAS, the execution and delivery of this Master Indenture has in all respects been duly and validly authorized by resolution duly passed and approved by SANDAG; and

WHEREAS, SANDAG certifies that all acts that are necessary to make the Obligations, when executed by SANDAG and authenticated and delivered by the Trustee, duly issued and the valid, legal and binding obligations of SANDAG payable in accordance with their terms, and to constitute this Master Indenture a valid and binding agreement of the parties hereto, have been done and taken, and the execution and delivery of this Master Indenture have been duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

SANDAG, to secure the payment of the Obligations as the same become due and payable, whether at maturity or by prior redemption, and the performance and observance of all of the covenants and conditions herein contained, and in consideration of the premises and the
acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Obligations by the Holders thereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SANDAG does hereby grant, mortgage, grant a security interest in, assign, transfer in trust, and pledge to the Trustee, and to its successors in trust hereunder, and to them and their assigns forever, all rights, title, interest and privileges of SANDAG in, to and under (i) the Toll Revenues, (ii) all interest or other income from investment of money in the Funds and Accounts established hereunder (excluding the Rebate Fund and the Distribution Fund, and any Fund or Account established to hold the proceeds of a drawing on any Credit Support Instrument), (iii) all Swap Revenues, and (iv) all amounts (including the proceeds of Obligations) held in each Fund and Account established under this Indenture (except for amounts on deposit in the Rebate Fund and the Distribution Fund, and amounts on deposit in any Fund or Account established to hold the proceeds of a drawing on any Credit Support Instrument);

TO HAVE AND TO HOLD all the same (herein called the “Trust Estate”) with all privileges and appurtenances hereby granted and assigned, or agreed or intended so to be, to the Trustee and its successors in trust and to them and their assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth,

FIRST: for the equal and proportionate benefit and security of all First Senior Lien Obligations, all of which, regardless of the time or times of their delivery, maturity or other due date, shall be of equal rank without preference, priority or distinction as to lien or otherwise of any First Senior Lien Obligation over any other First Senior Lien Obligation, except as otherwise permitted by or provided for in this Indenture or in a Supplemental Indenture; provided, that any funds held by the Trustee for the payment of specific First Senior Lien Obligations which are deemed to have been paid pursuant to the provisions of Article X and any funds deposited with the Trustee hereunder specifically to be held in escrow or otherwise to provide additional security or an additional source of payment for specified First Senior Lien Obligations shall be held and used only to pay or provide security for the First Senior Lien Obligations for which such deposit was made and shall not be held as security on a parity for any other First Senior Lien Obligations; and provided further, that the Trustee shall apply the Trust Estate hereunder to the payment of the principal of, and interest on, or Maturity Value of, and other payments with respect to the First Senior Lien Obligations and for the purposes and uses and in the order of priority set forth herein prior to the payment of the principal of, and interest on, or Maturity Value of, and other payments with respect to Second Senior Lien Obligations, Subordinate Obligations or other Obligations; and

SECOND: subject to the security interest in the Trust Estate pledged for the security and payment of the First Senior Lien Obligations and the Second Senior Lien Obligations, for the equal and proportionate benefit and security of all Second Senior Lien Obligations, all of which, regardless of the time or times of their delivery, maturity or other due date, shall be of equal rank without preference, priority or distinction as to lien or otherwise of any Second Senior Lien Obligation over any other Second Senior Lien Obligation, except as otherwise permitted by or provided for in this Indenture or in a Supplemental Indenture; provided, that any funds held by the Trustee for the payment of specific Second Senior Lien Obligations that are deemed to have been paid pursuant hereto and any funds deposited with the
Trustee hereunder specifically to be held in escrow or otherwise to provide additional security or an additional source of payment for specified Second Senior Lien Obligations shall be held and used only to pay or provide security for the Second Senior Lien Obligations for which such deposit was made and shall not be held as security on a parity for any other Second Senior Lien Obligations; and provided further, that the Trustee shall apply the Trust Estate hereunder to the payment of the principal of, and interest on, or Maturity Value of, and other payments with respect to the Second Senior Lien Obligations and for the purposes and uses and in the order of priority set forth herein subordinate to the payment of the First Senior Lien Obligations and the Second Senior Lien Obligations but prior to the payment of the principal of, and interest on, or Maturity Value of, and other payments with respect to Subordinate Obligations and other Obligations; and

THIRD: subject to the security interest in the Trust Estate pledged for the security and payment of the First Senior Lien Obligations and the Second Senior Lien Obligations, for the equal and proportionate benefit and security of all Subordinate Obligations, all of which, regardless of the time or times of their delivery, maturity or other due date, shall be of equal rank without preference, priority or distinction as to lien or otherwise of any Subordinate Lien Obligation over any other Subordinate Lien Obligation, except as otherwise permitted by or provided for in this Indenture or in a Supplemental Indenture; provided, that any funds held by the Trustee for the payment of specific Subordinate Obligations which are deemed to have been paid pursuant to the provisions hereof and any funds deposited with the Trustee hereunder specifically to be held in escrow or otherwise to provide additional security or an additional source of payment for specified Subordinate Obligations shall be held and used only to pay or provide security for the Subordinate Obligations for which such deposit was made and shall not be held as security on a parity for any other Subordinate Obligations; and provided further, that the Trustee shall apply the Trust Estate hereunder to the payment of the principal of, and interest on, or Maturity Value of, and other payments with respect to the Subordinate Obligations and for the purposes and uses and in the order of priority set forth herein subordinate to the payment of the First Senior Lien Obligations and the Second Senior Lien Obligations but prior to the payment of the principal of and interest on, or Maturity Value of, and other payments with respect to other Obligations;

PROVIDED, HOWEVER, that if SANDAG, its successors or assigns, shall well and truly pay, or cause to be paid, or provide fully for payment as herein provided of the principal of the Obligations and the interest due or to become due thereon (together with premium, if any), at the time and in the manner set forth in the Obligations according to the true intent and meaning thereof; or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee sums sufficient for payment of the entire amount due or to become due thereon as herein provided, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof; then this Indenture and the rights hereby granted shall cease, terminate and be void except as otherwise provided herein.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Obligations issued and secured hereunder are to be issued, authenticated and delivered and all payments, revenues, income and funds hereby pledged and assigned, and are subject to
the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and SANDAG has agreed and covenanted, and does hereby covenant and agree with the Trustee, for the benefit of the owners from time to time of the Obligations issued hereunder and the Secured Creditors, as follows:

**ARTICLE I**

**DEFINITIONS**

**Section 1.01 Definitions.** In addition to terms elsewhere defined in this Indenture, the following terms shall have the following meanings unless the context or use clearly indicates another meaning. These definitions shall apply to the singular and plural forms of these defined terms.

“Account” means each account established in accordance with the terms of this Indenture.

“Accreted Value” means, with respect to any Capital Appreciation Obligations or Convertible Capital Appreciation Obligations, the principal amount thereof plus the interest accrued thereon at and prior to the maturity or earlier redemption thereof, in the case of a Capital Appreciation Obligation, or at and prior to the date of conversion of such Obligation to a Current Interest Obligation, in the case of a Convertible Capital Appreciation Obligation, compounded on the basis of a 360-day year of twelve 30-day months at the approximate interest rate thereon on each compounding date specified therein. The Accreted Value of an Obligation at any date of computation shall be an amount equal to the principal amount of such Obligation plus interest accrued thereon from the date of issuance, such interest to accrue at the rate per annum established as provided in a Supplemental Indenture and be compounded periodically, plus, if such date of computation shall not be a compounding date, the ratable portion of the difference between the Accreted Value computed as of the immediately preceding compounding date (or the date of issuance thereof if the date of computation is prior to the first compounding date succeeding the date of issuance) and the Accreted Value computed as of the immediately succeeding compounding date, calculated based on the assumption that the Accreted Value increases during any period in equal daily amounts (with straight-line interpolation between compounding dates).

“Act” means the San Diego Regional Transportation Act, being Chapter 3 of Division 12.7 of the Public Utilities Code of the State of California (Section 132350 et seq.), and as such may be amended from time to time hereafter.

“Annual Debt Service” means the amount of payments due on the applicable Outstanding Obligations for any Calculation Period, as calculated by SANDAG, utilizing the following assumptions about payments on such Obligations (and if more than one such assumption may apply, using the relevant assumptions selected by SANDAG):

(i) in determining the principal amount of an Obligation due in each year, payment shall be assumed to be made in accordance with the amortization schedule established for such principal, including any minimum sinking fund or account payments;
(ii) if 40 percent or more of the principal of a Series of Obligations is not due until the final stated maturity of that Series of Obligations, the principal of and interest on such Obligations may be treated as if such principal and interest were due based upon a level amortization of such principal and interest over the term of that Series of Obligations;

(iii) if the Obligation is supported by a line of credit or a letter of credit, principal may be treated as if it were due based upon the level amortization of such principal over the maximum term of repayment of borrowings under such line of credit or letter of credit;

(iv) if an Outstanding Obligation bears a variable interest rate, the interest rate shall be assumed to be the greater of (a) the daily average interest rate during the 12 months ending with the month preceding the date of calculation, or during such shorter period that the Obligation has been Outstanding, or (b) the rate of interest on that Obligation on the date of calculation;

(v) if Obligations proposed to be issued will be variable interest rate obligations, the interest on which is excluded from gross income for federal income tax purposes, then such obligations shall be assumed to bear interest at an interest rate equal to the average SIFMA Index during the three months preceding the month of calculation, or if SIFMA Index is no longer published, at an interest rate equal to 75% of the average One Month USD LIBOR Rate during that three month period, or if the One Month USD LIBOR Rate is not available for such period, another similar rate or index selected by SANDAG and the TIFIA Lender, if any;

(vi) if Obligations proposed to be issued will be variable interest rate obligations, the interest on which is included in gross income for federal income tax purposes, then such obligations shall be assumed to bear interest at an interest rate equal to the average One Month USD LIBOR Rate during the three months preceding the month of calculation, or if the One Month USD LIBOR Rate is not available for such period, another similar rate or index selected by SANDAG and the TIFIA Lender, if any;

(vii) if Obligations proposed to be issued are part of a Commercial Paper Program, the principal of such Obligations may be treated as if such principal were due based upon a 30-year level amortization of principal from the date of calculation and the interest on such Obligations shall be calculated as if such Obligations were variable interest rate Obligations;

(viii) if the variable interest on any Obligation plus the variable payments due to SANDAG and fixed payments due from SANDAG under a Qualified Swap Agreement or a Swap designated by SANDAG are treated by SANDAG as synthetic fixed rate debt, the variable interest rate Obligation may be treated as bearing such synthetic fixed rate for the duration of the synthetic fixed rate;

(ix) if the fixed interest on any Obligation plus the fixed payments due to SANDAG and variable payments due from SANDAG under a Qualified Swap Agreement or a Swap designated by SANDAG are treated by SANDAG as synthetic variable rate debt, the fixed interest rate Obligation may be treated as bearing such synthetic variable rate for the duration of
the synthetic variable rate and such synthetic variable rate shall be calculated using the principles of clauses (iv), (v) or (vi) hereof;

(x) if any of the Obligations are Short-Term Put Obligations, the principal of such obligations may be treated as if such principal were due based upon a 30-year level amortization of principal from the date of calculation and the interest on such obligations may be calculated as if such obligations were variable interest rate Obligations;

(xi) principal and interest payments on Obligations may be excluded to the extent such payments are to be paid from amounts then currently on deposit with the Trustee or another fiduciary in escrow specifically and irrevocably therefor and interest payments on any Obligations may be excluded to the extent that such interest payments are to be paid from capitalized interest held by the Trustee or another fiduciary specifically to pay such interest, including amounts held on deposit to pay capitalized interest on one or more Series of Obligations;

(xii) if any of the Obligations are, or upon issuance will be, obligations for which SANDAG is entitled to receive Subsidy Payments, as evidenced by an Opinion of Bond Counsel delivered with respect to such Obligations, the obligations may be treated as bearing an interest rate equal to the rate of interest borne or assumed to be borne, as applicable, by the obligations for the period of determination minus the Subsidy Payments to which SANDAG is entitled for such period;

(xiii) any payment obligation under an Obligation that was or is optional or contingent (such as the obligation to make a termination payment under a Qualified Swap Agreement or a Swap), whether or not the option is exercised or the contingency occurs, and any payments that are not scheduled payments, may be excluded; and

(xiv) if any of the Obligations are, or upon issuance will be, obligations payable in a currency other than lawful currency of the United States of America, then such obligations shall be assumed to be payable in lawful currency of the United States at the rate payable by SANDAG pursuant to SANDAG’s related currency swap or contract entered into in connection with such obligations or, in the absence of such swap or contract, at the rate determined by SANDAG using a currency market conversion factor selected by SANDAG.

“Annual Operating Budget” means the annual budget required by Section 6.04 hereof.

“Authorized Denominations” means, with respect to a Series of Obligations, the denomination or denominations designated as such in a Supplemental Indenture providing for the issuance of such Obligations.

“Authorized Representative” means the Executive Director of SANDAG, any Deputy Executive Director of SANDAG, the Director of Finance of SANDAG, the Director of Operations of SANDAG or any other employee of SANDAG at the time designated to act on behalf of SANDAG in a Certificate of SANDAG executed by any of the foregoing officers and filed with the Trustee, which Certificate shall contain such employee’s specimen signature.
“Average Annual Debt Service” means, at any time of determination, the average amount of Annual Debt Service paid or payable in each Calculation Period on the applicable Outstanding Obligations to the stated maturity thereof.

“Bankruptcy Related Event” means (a) SANDAG shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official for SANDAG or for a substantial part of the assets of SANDAG, or (ii) generally not be paying its debts as they become due unless such debts are the subject of a bona fide dispute, or become unable to pay its debts generally as they become due, or (iii) make a general assignment for the benefit of creditors, or (iv) commence a voluntary proceeding under any Insolvency Law, or file a voluntary petition seeking liquidation, reorganization, an arrangement with creditors or an order for relief under any Insolvency Law, or (v) take any action for the purpose of effecting any of the foregoing; or (b) (i) all or a substantial part of the Trust Estate shall be sold or otherwise disposed of in a public or private sale or disposition pursuant to a foreclosure of the lien thereon securing any Obligations, or (ii) all or a substantial part of the Trust Estate shall be transferred pursuant to a sale or disposition of such Trust Estate in lieu of foreclosure.

“Beneficial Owner” means, with respect to any Book-Entry Obligation, the beneficial owner of such Book-Entry Obligation as determined in accordance with the applicable rules of the Securities Depository for such Book-Entry Obligations.

“Board” means the Board of Directors of SANDAG.

“Bond Counsel” means a firm of nationally-recognized attorneys-at-law experienced in legal work relating to the issuance of municipal bonds selected by SANDAG.

“Bond Obligation” means, as of any given date of calculation, (a) with respect to any Outstanding Current Interest Obligation, the principal amount of such Obligation, and (b) with respect to any Outstanding Capital Appreciation Obligation or Convertible Capital Appreciation Obligation, the Accreted Value thereof.

“Bond Register” means the registration books for the ownership of Obligations maintained by the Trustee pursuant to Section 2.08.

“Bondholder” or “Holder” or “Owner” means the record owner of any Obligation shown on the books of registration kept by the Trustee, which, during any period when such Obligation is a Book-Entry Obligation, shall be the Securities Depository or its Nominee.

“Book-Entry Obligations” means Obligations issued under a book-entry only depository system as provided in Section 2.13.

“Business Day” means any day, other than a Saturday, Sunday or other day on which the Government or banks are authorized or obligated by law or executive order to be closed in the State of California or the State of New York or in any city in which the Principal Office of the Trustee or, with respect to any Obligations secured by a Credit Support Instrument, the office where draws are to be made on a Credit Provider is located.
“Calculation Date” means each [June 30] and [December 31], or, if such day is not a Business Day, the next succeeding Business Day.

“Calculation Period” means a period of consecutive twelve (12) months.

“Caltrans” means the California Department of Transportation.

“Capital Appreciation Obligations” means the Obligations designated as Capital Appreciation Obligations in the Supplemental Indenture providing for the issuance of such Obligations and on which interest is compounded and paid at maturity or on prior redemption.

“Capital Expenditures Fund” means the Fund by that name created pursuant to Section 5.02.

“Capital Expenditures Fund Retained Balance Requirement” means an amount calculated by the Trustee that is equal to (i) twice the total Operation and Maintenance Expenses required to be deposited into the Operation and Maintenance Fund in the prior Fiscal Year pursuant to clause First of Section 5.03(b) of this Master Indenture, less (ii) amounts on deposit, if any, in the Operation and Maintenance Reserve Fund as of the applicable Calculation Date.

“Certificate of SANDAG” means an instrument in writing signed by an Authorized Representative of SANDAG.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, and any regulations promulgated thereunder.

“Commercial Paper Program” means a program of short-term Obligations (secured, at the option of SANDAG, on a parity with First Senior Lien Obligations, Second Senior Lien Obligations or Subordinate Obligations) having the characteristics of commercial paper in that (i) such Obligations have a stated maturity not later than 270 days from their date of issue and (ii) maturing Obligations of such program may be paid with the proceeds of renewal Obligations.

“Continuing Disclosure Agreement” means, with respect to each Series of Obligations requiring an undertaking regarding disclosure under Rule 15c2-12, the continuing disclosure undertaking entered into by SANDAG and, if applicable, the Trustee or a Dissemination Agent or both, as the same may be supplemented, modified or amended in accordance with its terms.

“Convertible Capital Appreciation Obligations” means Obligations that initially are issued as Capital Appreciation Obligations, but later convert to Obligations on which interest is paid periodically. Convertible Capital Appreciation Obligations shall be Capital Appreciation Obligations until the conversion date and from and after such conversion date shall no longer be Capital Appreciation Obligations, but shall be treated as Current Interest Obligations having a principal amount equal to their Accreted Value on the conversion date.
“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to SANDAG and related to the authorization, execution, sale and delivery of Obligations, including, but not limited to, advertising and printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of the Trustee, legal fees and charges, fees and disbursements of consultants and professionals, financial advisor fees and expenses, underwriting fees and discounts, rating agency fees, fees and charges for preparation, execution, transportation and safekeeping of such Obligations, surety, insurance, liquidity and credit enhancements costs, and any other cost, charge or fee incurred in connection with the issuance of Obligations.

“Coverage Calculation Date” has the meaning assigned in Section 6.03(b).

“Coverage Ratio” has the meaning assigned in Section 6.03(b).

“Credit Provider” means any municipal bond insurance company, bank or other financial institution or organization or group of financial institutions or organizations providing a Credit Support Instrument for a Series of Obligations.

“Credit Support Instrument” means a policy of insurance, letter of credit, line of credit, standby purchase agreement, revolving credit agreement or other credit arrangement pursuant to which a Credit Provider provides credit or liquidity support with respect to, or available for, the payment of interest, principal or Purchase Price of any Series of Obligations, as the same may be amended from time to time pursuant to its terms, and any replacement therefor.

“CTC” means the California Transportation Commission.

“Current Interest Obligations” means Obligations designated as Current Interest Obligations in the Supplemental Indenture providing for the issuance of such Obligations and that pay interest to the Holders thereof on a periodic basis prior to maturity. Current Interest Obligations also include Convertible Capital Appreciation Obligations after their conversion date.

“Defeasance Securities” means noncallable: (i) U.S. Treasury certificates, notes, bills and bonds, including State and Local Government Series securities; (ii) direct obligations of the U.S. Treasury; (iii) Resolution Funding Corp. securities (“REFCORP”); (iv) pre-refunded municipal bonds rated the same level as U.S. Treasury Notes and Bonds by Moody’s and by S&P, provided, however, that if such municipal bonds are rated only by S&P, then such pre-refunded municipal bonds must have been pre-refunded with cash, direct United States or United States guaranteed obligations; (v) obligations issued by the following agencies, which are backed by the full faith and credit of the United States: (a) Farmers Home Administration (FmHA) - certificates of beneficial ownership; (b) General Services Administration - participation certificates; (c) U.S. Maritime Administration - Guaranteed Title XI financing; (d) Small Business Administration guaranteed participation certificates and guaranteed pool certificates; (e) GNMA guaranteed MSB and participation certificates; and (f) U.S. Department of Housing and Urban Development (HUD) Local Authority Bonds, or (vi) certain obligations of government-sponsored agencies that are not backed by the full faith and credit of the United States limited to: (a) Federal Home Loan Mortgage Corp. (FHLMC) debt obligations; (b) Farm
Credit System (formerly Federal Land Banks, Federal Intermediate Credit Banks, and Banks for Cooperatives) consolidated system-wide bonds and notes; (c) Federal Home Loan Banks (FHL Banks) consolidated debt obligations; (d) Federal National Mortgage Association (FNMA) debt obligations; (e) Student Loan Marketing Association (SLMA) debt obligations; and (f) Financing Corp. (FICO) debt obligations; and (g) other obligations approved by the Rating Agencies for defeasance escrows rated in the highest Rating Category.

“Dissemination Agent” means, with respect to each Series of Obligations requiring an undertaking regarding disclosure under Rule 15c2-12, the party (which may be SANDAG) acting as dissemination agent under the applicable Continuing Disclosure Agreement, or any successor dissemination agent designated in writing by SANDAG and which has filed a written acceptance with SANDAG and the Trustee.

“Distribution Fund” means the Fund by that name created pursuant to Section 5.02.

“DTC” means The Depository Trust Company, New York, New York or any successor thereto.

“Electronic” means, with respect to notice, notice through the internet or through a time-sharing terminal.

“Event of Default” means any of the events specified in Section 7.01.

“Financing Documents” means this Indenture, any Swaps or Qualified Swap Agreements, and any documents and/or instruments evidencing, documenting, securing or otherwise relating to any or all of the Obligations (including each TIFIA Loan Agreement, if any), all as the same may from time to time be amended, modified, extended, renewed and/or restated, and each other document or instrument required to be executed and delivered by the aforementioned agreements.

“First Senior Lien Bonds” means the bonds or commercial paper identified as the San Diego Association of Governments Toll Revenue First Senior Lien Bonds authorized by, issued in accordance with, and at any time Outstanding pursuant to, this Indenture.

“First Senior Lien Obligations” means collectively, First Senior Lien Bonds and Parity Obligations issued or incurred hereunder.

“First Senior Lien Obligations Account” means the Account by that name created within the Project Fund pursuant to Section 5.02.

“First Senior Lien Obligations Fund” means the Fund by that name created pursuant to Section 5.02.

“First Senior Lien Obligations Interest Account” means the Account by that name created within the First Senior Lien Obligations Fund pursuant to Section 5.02.
“First Senior Lien Obligations Principal Account” means the Account by that name created within the First Senior Lien Obligations Fund pursuant to Section 5.02.

“First Senior Lien Obligations Reserve Fund” means the Fund by that name created pursuant to Section 5.02.

“First Senior Lien Obligations Reserve Requirement” for any First Senior Lien Obligations means the amount specified by a Supplemental Indenture as the amount required to be held in the First Senior Lien Obligations Reserve Fund, or an Account thereof, for the payment of principal of and interest on the Outstanding First Senior Lien Obligations secured by such Fund or Account.

“Fiscal Year” means the period of twelve months terminating on June 30 of each year, or any other annual period hereafter selected and designated by SANDAG as its Fiscal Year in accordance with applicable law and, if applicable, the applicable TIFIA Loan Agreement.

“Fitch” means Fitch Ratings, Inc., and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency selected by SANDAG.

“Franchise Agreement” means the Amended and Restated Development Franchise Agreement for a Privatized Transportation Project, dated as of [February 1, 2013], by and between SANDAG and Caltrans, as amended, modified, or supplemented in accordance with its terms and the terms of this Master Indenture.

“Fund” means each fund established in accordance with the terms of this Indenture.

“Funds Transfer Certificate” means a certificate prepared by SANDAG in accordance with the terms of this Indenture substantially in the form of Exhibit A attached hereto containing the certifications by SANDAG required by this Indenture with respect to a requested transfer of funds from a Fund or Account.

“Government” means the United States of America and its departments and agencies.

“Hedging Obligations” means, collectively, the payment of (a) all scheduled amounts payable to the Swap Parties by SANDAG under the Swaps or Qualified Swap Agreements, as applicable (including interest accruing after the date of any filing by SANDAG of any bankruptcy, insolvency or similar proceeding with respect to SANDAG), net of all scheduled amounts payable to SANDAG by such Swap Parties, and (b) all other indebtedness, fees, indemnities and other amounts payable by SANDAG to the Swap Parties under such Swaps or Qualified Swap Agreements, net of all other indebtedness, fees, indemnities and other amounts payable by the Swap Parties to SANDAG under such Swaps or Qualified Swap Agreements; provided, that Hedging Obligations shall not include Hedging Termination Obligations. For the avoidance of doubt, all calculations of such amounts payable under the
Swaps or Qualified Swap Agreements shall be made in accordance with the terms of the applicable Swaps or Qualified Swap Agreements.

“Hedging Termination Obligations” means the aggregate amount payable to the Swap Parties by SANDAG upon the early unwind of all or a portion of the Swaps or Qualified Swap Agreements, as applicable, net of all amounts payable to SANDAG by such Swap Parties upon the early unwind of all or a portion of such Swaps or Qualified Swap Agreements. For the avoidance of doubt, all calculations of such amounts payable under the Swaps or Qualified Swap Agreements shall be made in accordance with the terms of the applicable Swaps or Qualified Swap Agreements.

“Highest Priority Obligations” means, as of any date, First Senior Lien Obligations, unless and until there are no First Senior Lien Obligations Outstanding hereunder, in which case it means Second Senior Lien Obligations, unless and until there are no Second Senior Lien Obligations Outstanding hereunder, in which case it means Subordinate Obligations.

“Indenture” means this Master Indenture as the same may be amended or supplemented from time to time as permitted hereby.

“Independent Certified Public Accountant” means any certified public accountant or firm of such accountants appointed by SANDAG, and who, or each of whom, is independent with respect to SANDAG, pursuant to the Statement on Auditing Standards No. 1 of the American Institute of Certified Public Accountants.

“Insolvency Law” means the United States Bankruptcy Code, including 11 U.S.C. §101 et seq., as from time-to-time amended and in effect, and any state bankruptcy, insolvency, receivership or similar law now or hereafter in effect.

“Insurance and Condemnation Proceeds Account” means the Account by that name created within the Project Fund pursuant to Section 5.02.

“Interest Payment Date” means, with respect to a Series of Obligations, the date or dates for the payment of interest on such Obligations set forth in a Supplemental Indenture providing for the issuance of such Obligations.

[“Lease Agreement” means [Amended Lease].]

“Master Indenture” has the meaning assigned in the first paragraph hereof.

“Maturity Value,” with respect to any Capital Appreciation Obligation, shall mean the Accreted Value of such Obligation at the maturity thereof and, with respect to a Convertible Capital Appreciation Obligation, shall mean the Accreted Value of such Obligation on the conversion date.

“Maximum Annual Debt Service” means the highest amount of Annual Debt Service due on the applicable Obligations of SANDAG for any Calculation Period during the period from the date of such determination through the final maturity date of the applicable Obligations then Outstanding and proposed to be issued.
“Monthly Funding Date” means the last day of each calendar month or, if such day is not a Business Day, the next preceding Business Day.

“Moody’s” means Moody’s Investors Service, and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, the term “Moody’s” shall be deemed to refer to any other nationally recognized statistical rating organization selected by SANDAG.

“MSRB” means the Municipal Securities Rulemaking Board, and its successors and assigns. Until otherwise designated by the MSRB, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB located at http://emma.msrb.org.

“Net Revenue” means, for any Fiscal Year, Revenue less Operation and Maintenance Expenses for that Fiscal Year (excluding, in such calculations, (i) any extraordinary or one-time revenues from Revenue for such Fiscal Year, and (ii) any extraordinary or one-time expenses from Operation and Maintenance Expenses for such Fiscal Year, but only if and to the extent such extraordinary or one-time expenses are paid or payable from extraordinary or one-time revenues being excluded from Revenue for such Fiscal Year), as set forth in (a) [the audited financial statement of SANDAG or] SANDAG’s South Bay Expressway Basic Financial Statements for Fiscal Years for which audited financial statements are available, (b) to the extent that audited financial statements are not available, [the unaudited financial statements of SANDAG or] SANDAG’s South Bay Expressway Basic Financial Statements for Fiscal Years for which unaudited financial statements are available or (c) to the extent that neither audited financial statements nor unaudited financial statements are available, projections of SANDAG. Net Revenue shall not include any amount on deposit in the First Senior Lien Obligations Reserve Fund, the Second Senior Lien Obligations Reserve Fund or the Subordinate Obligations Reserve Fund. Additionally, when calculating Net Revenue for purposes of Sections 3.01(b) and (c), Sections 3.02 (b) and (c), Sections 3.03 (b) and (c) and Section 6.03, Net Revenue shall only include the amounts received under clauses (b), (c) and (d) of the definition of Toll Revenues to the extent that any such amounts are applied to, or reserved for, the payment of principal of or interest on Obligations.

“Nominee” means the nominee of the Securities Depository for the Book-Entry Obligations, in whose name such Book-Entry Obligations are to be registered. The initial Nominee shall be Cede & Co., the partnership nominee of DTC.

“Obligations” means all indebtedness incurred or assumed by SANDAG for borrowed money that is payable from Revenue (including indebtedness arising under Credit Support Instruments) and all other financing obligations of SANDAG relating to the Toll Road that, in accordance with generally accepted accounting principles, are included as a liability on a balance sheet for the Toll Road books and records, including any bonds, notes, certificates or other obligations, as the case may be, authenticated and delivered under and pursuant to this Indenture as First Senior Lien Obligations, Second Senior Lien Obligations or Subordinate Obligations. For the purpose of determining the “Obligations” payable from Revenue, Obligations that are no longer Outstanding shall be excluded.
“One Month USD LIBOR Rate” means the ICE Benchmark Administration (or any successor administrator of LIBOR rates) average of interbank offered rates in the London market for Dollar deposits for a one month period as reported in the Wall Street Journal or, if not reported in such newspaper, as reported in such other source as may be selected by SANDAG.

“Operating Agreement” means the Franchise Agreement or any other Toll Road operating agreement entered into by SANDAG and one or more entities in accordance with the terms hereof.

“Operation and Maintenance Expenses” means all reasonable current expenses incurred and paid or payable by SANDAG for the operation and maintenance of the Toll Road payable from Revenue, determined in accordance with generally accepted accounting principles, including, without limitation, payments with respect to financing leases and installment purchase agreements, all amounts paid or payable under the Operating Agreement, [the Lease Agreement,] the Traffic/Law Enforcement Letter of Agreement and similar agreements, costs for operation, maintenance, repair, restoration and rehabilitation, consumables, payments under any lease or rental payments properly considered to be operating expenses, payments pursuant to agreements for the management of the Toll Road, taxes, premiums paid or payable on any insurance and any insurance claims settlement expenses, payments for oversight services, all administrative, engineering and policing costs, costs for any security, toll collection and enforcement expenses, fees and expenses of the Traffic Consultant, the Trustee, each trustee for or holder of Second Senior Lien Obligations or Subordinate Obligations, any rating agency, credit, liquidity or remarketing fees relating to Obligations, and any other Secured Creditor (for the avoidance of doubt, such fees, administrative costs and expenses do not include any commitment fees, termination fees, fines or other penalties or any payments to be made to Swap Parties including Hedging Obligations and Hedging Termination Obligations), any insurance consultant, legal and accounting expenses, and any other reasonable and necessary expense paid or payable for the operation, maintenance or repair of the Toll Road, but excluding expenses paid or scheduled to be paid from proceeds of Obligations, capital expenditures or other expenditures for operational improvement projects on or expansion of the Toll Road, depreciation or obsolescence charges or reserves therefore, debt service for Obligations, and any non-cash charges, such as depreciation, amortization of intangibles and other bookkeeping entries of a similar nature.

“Operation and Maintenance Fund” means the Fund by that name created pursuant to Section 5.05.

“Operation and Maintenance Reserve Fund” means the Fund by that name created pursuant to Section 5.02.

“Operation and Maintenance Reserve Fund Policy Limit” means an amount to be determined from time to time by the governing board of SANDAG and designated in a Written Request of SANDAG to the Trustee, which Written Request may specify a specific amount or a formula to be used to calculate such amount. Initially, the Operation and Maintenance Reserve Fund Policy Limit shall be an amount equal to the projected Operation and Maintenance Expenses for the next two succeeding Fiscal Years as determined from time to time by SANDAG and evidenced to the Trustee in such Written Request of SANDAG.
“Opinion of Bond Counsel” means a written opinion of Bond Counsel.

“Outstanding,” when used with reference to Obligations hereunder means all Obligations that have been issued by SANDAG hereunder or pursuant hereto, except such Obligations: (i) canceled or delivered for cancellation; (ii) deemed to be paid in accordance with Section 10.02 or any similar provisions in the constituent instruments defining the rights of the holders of such Obligations; (iii) in lieu of which other Obligations have been authenticated under Sections 2.07 or 2.08 or any similar provisions in the constituent instruments defining the rights of the holders of such Obligations; and (iv) to the extent described in Section 9.05, Obligations held by or for the account of SANDAG.

“Parity Obligations” means obligations of SANDAG that are secured by the Trust Estate on a parity with the First Senior Lien Bonds, including payments to the holders of obligations of SANDAG entered into pursuant to California Government Code section 5922 (or any similar statute) and, [upon the occurrence of a Bankruptcy Related Event, as provided in Section 3.05 of this Master Indenture, Second Senior Lien Obligations or Subordinate Obligations (i) in the form of or securing payment of a TIFIA Loan, but solely to the extent specified in the applicable TIFIA Loan Agreement or (ii) in other forms if, and solely to the extent provided by, law], in each case to the extent SANDAG has contracted to make those payments as Parity Obligations.

“Participating Underwriter” means any of the original underwriters of any Series of Obligations required to comply with Rule 15c2-12.

“Permitted Investments” means the following [TO BE UPDATED/CONFIRMED, INCLUDING SANDAG CONFIRMATION THAT THE FOLLOWING DEFINITION COMPLIES WITH APPLICABLE INVESTMENT POLICIES]:

(i) any bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed by, the United States of America;

(ii) federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises or corporations;

(iii) United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, and eligible for purchase and sale within the United States, rated in a long-term Rating Category of “AA” or its equivalent or better by a nationally recognized statistical rating organization (referred to in this definition of Permitted Investments as an “NRSRO”);

(iv) corporate and depository institution debt securities with a maximum remaining maturity of five (5) years or less, issued by corporations, financial institutions, non-profits, or other entities organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States (not
to include other Investment Securities), which are rated in a long-term Rating Category of “A” or its equivalent or better by an NRSRO;

(v) obligations issued or guaranteed by any state, territory or possession of the United States, political subdivision, public corporation, authority, agency board, instrumentality or other unit of local government of any U.S. state and rated in a long-term Rating Category of “A” or its equivalent or better by an NRSRO;

(vi) Negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a federally-licensed or state-licensed branch of a foreign bank and rated in a long-term Rating Category of “A” or a short-term Rating Category of “A-1” or their respective equivalents or better by an NRSRO;

(vii) bank deposits with a state or national bank, savings association or federal association, a state or federal credit union, or a federally insured industrial loan company, in California provided such deposits shall be either (a) continuously and fully insured by the Federal Deposit Insurance Corporation, or (b) continuously and fully secured by such securities and obligations as are described in Sections 53630 through 53686 of the California Government Code;

(viii) commercial paper rated in a short-term Rating Category of “A-1” or better by an NRSRO, which purchases may not exceed two hundred seventy (270) days maturity;

(ix) bankers’ acceptances issued by domestic or foreign banks, which are eligible for purchase by the Federal Reserve System, the short-term obligations of which are rated in a short-term Rating Category of “A-1” or better by two NRSROs, which purchases may not exceed one hundred eighty (180) days maturity;

(x) Government money market funds as defined by Securities and Exchange Commission Rule 2a-7(a)(16).

(xi) Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 of the California Government Code. Investments shall be restricted to those pooled programs that seek to maintain a stable net asset value.

(xii) Local Agency Investment Fund, the State of California managed investment pool.

(xiii) The pooled investment fund of the County of San Diego, California, which is administered in accordance with the investment policy of said County as established by the Treasurer/Tax Collector.

(xiv) Repurchase agreements that meet the following criteria:

(1) Acceptable providers shall consist of (a) registered broker/dealers subject to Securities Investors’ Protection Corporation (referred to in this definition of Permitted Investments as “SIPC”) jurisdiction or commercial banks insured by the Federal Deposit
Insurance Corporation (referred to in this definition of Permitted Investments as “FDIC”), if such broker/dealer or bank has an uninsured, unsecured and unguaranteed rating of A3/P-1 or better by Moody’s and A-/A-1 or better by S&P, or (b) domestic structured investment companies rated Aaa by Moody’s and AAA by S&P.

(2) The repurchase agreement shall limit acceptable securities specified in subsections (i) and (ii) above. The fair market value of the securities in relation to the amount of the repurchase obligation, including principal and accrued interest, is equal to a collateral level of at least 104% for investments specified in subsection (i) above and 105% for investments specified in subsection (ii) above. The repurchase agreement shall require:

(a) the Trustee or an independent third party acting solely as agent (referred to in this definition of Permitted Investments as the “Agent”) for the Trustee to value the collateral securities no less frequently than weekly,

(b) the delivery of additional securities if the fair market value of the securities is below the required level on any valuation date; and

(c) liquidation of the repurchase securities if any deficiency in the required percentage is not restored within two (2) business days of such valuation.

(3) The repurchase securities shall be delivered free and clear of any lien to the bond trustee (herein, the “Trustee”) or to the Agent, and the Trustee shall have received written confirmation from such third party that such third party holds such securities, free and clear of any lien, as agent for the Trustee.

(4) A perfected first security interest in the repurchase securities shall be created for the benefit of the Trustee, and the issuer and the Trustee shall receive an opinion of counsel as to the perfection of the security interest in such repurchase securities and any proceeds thereof.

(xv) Investment agreements (also referred to as guaranteed investment contracts) that meet the following criteria:

(1) Acceptable providers of uncollateralized investment agreements shall consist of (a) domestic insurance companies, (b) domestic FDIC-insured commercial banks, or (c) U.S. branches of foreign banks, rated at least Aa3 by Moody’s and AA- by S&P.

(2) Acceptable providers of collateralized investment agreements shall consist of domestic insurance companies, domestic commercial banks, U.S. branches of foreign banks, or broker/dealers rated at least A3 or better by Moody’s and A- or better by S&P. Required collateral levels shall be as set forth in (xv)(5) below.

(3) The investment agreement shall provide that if the provider’s ratings fall below Aa3 by Moody’s or AA- by S&P, the provider shall within ten (10) days either (a) repay the principal amount plus any accrued and interest on the investment; or (b) deliver collateral described in (xv)(5)(a) or (xv)(5)(b) below (referred to in this definition of “Permitted Collateral”).
(4) The investment agreement must provide for termination thereof if the provider’s ratings are suspended, withdrawn or fall below A3 from Moody’s or A- from S&P. Within ten (10) days, the provider shall repay the principal amount plus any accrued interest on the agreement, without penalty to the Issuer.

(5) The investment agreement shall provide for the delivery of Permitted Collateral which shall be maintained at the following collateralization levels at each valuation date:

(a) investments specified in subsection (i) above at 104% of principal plus accrued interest; or

(b) investments specified in subsection (ii) above at 105% of principal and accrued interest.

(6) The investment agreement shall require the Trustee or Agent to determine the market value of the Permitted Collateral not less than weekly and notify the investment agreement provider on the valuation day of any deficiency. Permitted Collateral may be released by the Trustee to the provider only to the extent that there are excess amounts over the required levels.

(7) Securities held as Permitted Collateral shall be free and clear of all liens and claims of third parties, held in a separate custodial account and registered in the name of the Trustee or the Agent.

(8) The provider shall grant the Trustee or the Agent a perfected first security interest in any collateral delivered under an investment agreement. For investment agreements collateralized initially and in connection with the delivery of Permitted Collateral under (xv)(5) above, the Trustee and Insurer shall receive an opinion of counsel as to the perfection of the security interest in the collateral.

(xvi) Forward delivery agreements in which the securities delivered mature on or before each cash flow date that meet the following criteria:

(1) Acceptable providers shall be limited to domestic insurance companies, domestic commercial banks, U.S. branches of foreign banks, rated Baa3- or better by Moody’s or BBB- or better by S&P.

(2) The forward delivery agreement shall provide for termination or assignment (to a qualified provider hereunder) of the agreement if the provider’s ratings are suspended, withdrawn or fall below Baa3 from Moody’s or BBB- from S&P. Within ten (10) days, the provider shall fulfill any obligations it may have with respect to shortfalls in market value.

(3) Permitted securities shall include the investments listed subsections in (i) and (ii) above.
(xvii) Any other forms of investments, which at the time of investment are legal investments, under the California Government Code, for SANDAG’s surplus funds.

(xviii) Maturity of investments shall be governed by the following:

1. Investments of monies (other than reserve funds) shall be in securities and obligations maturing not later than the dates on which such monies will be needed to make payments.

2. Investments shall be considered as maturing on the first date on which they are redeemable without penalty at the option of the holder or the date on which the Trustee may require their repurchase pursuant to repurchase agreements.

3. Investments of monies in reserve funds not payable upon demand shall be restricted to maturities of five (5) years or less.

“Person” means any natural person, firm, partnership, association, corporation, or public body.

“Principal Office” means, with respect to the Trustee, [___________], such other or additional offices as may be designated by the Trustee from time to time.

“Project” means additional capital projects extending, improving or otherwise related to the Toll Road that SANDAG determines to finance hereunder.

“Project Costs” means all or any part of the following with respect to the Project:

(a) the cost of study, design, acquisition, construction, expansion, enlargement, extension, reconstruction, restoration, repair and rehabilitation of the Project or portion thereof (including, but not limited to, indemnity and surety bonds, permits, taxes, licenses, insurance premiums, or other municipal or governmental charges lawfully levied or assessed during construction);

(b) the cost of acquisition of all real or personal property, rights, rights-of-way, franchises, easements and interests acquired or used for the Project or portion thereof;

(c) the cost of site preparation, including demolishing or removing any structures on land so acquired and the cost of acquiring any land to which the structures may be removed;

(d) any cost of borings and other preliminary investigations necessary or incident to determining the feasibility or practicability of constructing the Project or portion thereof and any cost necessary or desirable to satisfy conditions associated with the issuance of any permit for the construction thereof (including the costs of environmental related mitigation required in connection therewith);

(e) the cost of all machinery and equipment, vehicles, materials and rolling stock;
(f) Costs of Issuance;

(g) interest on Obligations for the period prior to and during acquisition or completion of construction (or such longer period as may be allowed by applicable law), as determined by SANDAG;

(h) the cost of architectural, engineering, environmental feasibility, traffic and revenue, economic and demographic, appraisal, financial, and legal services;

(i) planning, investigations, studies, evaluations, plans, specifications, estimates, and administrative and other expenses that are necessary or incidental to the determination of the feasibility of constructing the Project or portion thereof or incidental to the obtaining of construction contracts or to the construction (including construction administration and inspection), acquisition or financing thereof and that constitute capital costs;

(j) Operation and Maintenance Expenses occurring during and for a period of up to one year after acquisition or completion of construction, as determined by SANDAG, provided that, if applicable, the Trustee has received an Opinion of Bond Counsel (which opinion may address either specific Operation and Maintenance Expenses or categories of Operation and Maintenance Expenses) to the effect that the treatment of such Operation and Maintenance Expenses as a Project Cost will not adversely affect the exclusion of interest on any Outstanding Obligations from gross income for federal income tax purposes;

(k) the repayment or reimbursement of any Obligation, loan or advance for any of the foregoing; and

(l) such other costs and expenses as are permitted by the Act or other applicable law at the time such Obligations are issued.

“Project Fund” means the Fund by that name established pursuant to Section 5.02.

“Purchase Price” means, with respect to Obligations, the amount set forth in this Indenture as the amount to be paid when such Obligations are tendered for purchase or deemed tendered for purchase in accordance with the provisions of this Indenture.

“Qualified Swap Agreement” means a contract or agreement, intended to place First Senior Lien Bonds or such investments as SANDAG shall specify on the interest rate, currency, cash flow or other basis desired by SANDAG, payments (other than payments of fees and expenses and termination payments) with respect to which SANDAG has specified shall be payable from Revenue on a parity with the payment of First Senior Lien Bonds, including, without limitation, any interest rate swap agreement, currency swap agreement, forward payment conversion agreement or futures contract, any contract providing for payments based on levels of, or changes in, interest rates, currency exchange rates, stock or other indices, any contract to exchange cash flows or a series of payments, or any contract, including, without limitation, an interest rate floor or cap, or an option, put or call, to hedge payment, currency, rate, spread or similar exposure, between SANDAG and a Swap Party.
“Rating Agency” means, as and to the extent applicable to a Series of Obligations, each of Fitch, Moody’s and S&P then maintaining a rating on such Series of Obligations at the request of SANDAG.

“Rating Category” means: (i) with respect to any long-term rating category, all ratings designated by a particular letter or combination of letters, without regard to any numerical modifier, plus or minus sign or other modifier; and (ii) with respect to any short-term or commercial paper rating category, all ratings designated by a particular letter or combination of letters and taking into account any numerical modifier, but not any plus or minus sign or other modifier.

“Rating Confirmation” means written evidence from each Rating Agency then rating any Series of Obligations at the request of SANDAG to the effect that, following the event that requires the Rating Confirmation, the then current rating for such Series of Obligations will not be lowered to a lower Rating Category or suspended or withdrawn solely as a result of the occurrence of such event.

“Rebate Fund” means the Fund by that name created pursuant to Section 5.02.

“Redemption Fund” means the Fund by that name created pursuant to Section 5.16.

“Representation Letter” means the letter or letters of representation from SANDAG to, or other instrument or agreement with, a Securities Depository for Book-Entry Obligations, in which SANDAG, among other things, makes certain representations to the Securities Depository with respect to the Book-Entry Obligations, the payment thereof and delivery of notices with respect thereto.

“Reserve Facility” means a letter of credit, surety bond or insurance policy issued to the Trustee by a bank or company licensed to issue a surety bond or insurance policy guaranteeing the timely payment of the principal of and interest on the Obligations supported by the Reserve Facility.

“Reserve Facility Costs” means amounts owed with respect to repayment of draws on a Reserve Facility, including interest thereon at the rate specified in the agreement pertaining to such Reserve Facility and expenses owed to the Reserve Facility Provider in connection with such Reserve Facility.

“Reserve Facility Provider” means any provider of a Reserve Facility, any successor thereto or any replacement therefor.

“Revenue” means: (i) Toll Revenues; (ii) all interest or other income from investment of money in the Funds and Accounts established hereunder (excluding the Rebate Fund, the Distribution Fund and the Operation and Maintenance Fund, and any Fund or Account established to hold the proceeds of a drawing on any Credit Support Instrument); and (iii) all Swap Revenues; provided that in no event shall “Revenue” include Subsidy Payments.
“Rule 15c2-12” means Securities and Exchange Commission Rule 15c2-12, adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SANDAG” means the San Diego Association of Governments, a consolidated regional transportation agency organized and existing pursuant to the Act, and any successor thereto.

“S&P” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business, and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, the term “S&P” shall be deemed to refer to any other nationally recognized statistical rating organization selected by SANDAG.

“Second Senior Lien Obligations” means (i) any Obligations issued or incurred hereunder that are subordinated in right of payment and lien priority to the First Senior Lien Obligations and senior in right of payment and lien priority to the Subordinate Obligations, subject to the terms of Section 3.05 of this Master Indenture, and (ii) any related Hedging Obligations.

“Second Senior Lien Obligations Account” means the Account by that name created within the Project Fund pursuant to Section 5.02.

“Second Senior Lien Obligations Fund” means the Fund by that name created pursuant to Section 5.02.

“Second Senior Lien Obligations Interest Account” means the Account by that name created within the Second Senior Lien Obligations Fund pursuant to Section 5.02.

“Second Senior Lien Obligations Principal Account” means the Account by that name created within the Second Senior Lien Obligations Fund pursuant to Section 5.02.

“Second Senior Lien Obligations Reserve Fund” means the Fund by that name created pursuant to Section 5.02.

“Second Senior Lien Obligations Reserve Requirement” for any Second Senior Lien Obligations means the amount specified by a Supplemental Indenture as the amount required to be held in the Second Senior Lien Obligations Reserve Fund, or an Account thereof, for the payment of principal of and interest on the Outstanding Second Senior Lien Obligations secured by such Fund or Account.

“Secured Creditors” means, collectively, (i) the Trustee on behalf of the Bondholders, (ii) any Swap Party, and (iii) any other trustee, holder or creditor of any Obligations.

“Securities Depository” means DTC or any other trust company or other entity that provides a book-entry system for the registration of ownership interests in securities and which is acting as security depository for Book-Entry Obligations.
“Series” means all Obligations identified in this Indenture or any Supplemental Indenture as a separate series.

“Short-Term Put Obligation” means an Obligation with a stated maturity of ten years or less, the principal of which SANDAG determines on or before the date of issuance that it intends to pay from remarketing proceeds or proceeds of refunding obligations.

“SIFMA Index” means Securities Industry and Financial Markets Association Municipal Swap Index as of the most recent date such index was published by the Securities Industry and Financial Markets Association or any successor thereto, or in the event such index is no longer published by the Securities Industry and Financial Markets Association or any successor thereto, such comparable replacement index as shall be published by the Securities Industry and Financial Markets Association or any successor thereto. In the event that such comparable replacement index is no longer published by the Securities Industry and Financial Markets Association or any successor thereto, an alternative index shall be selected by SANDAG.

“Sinking Fund Installment” means, with respect to any Series of Obligations, each amount so designated for the Term Bonds of such Series in the Supplemental Indenture providing for the issuance of such Series of Obligations requiring payments by SANDAG to be applied to the retirement of such Series of Obligations on and prior to the stated maturity date thereof.

“South Bay Expressway Basic Financial Statements” means financial statements, reflecting the financial operations of the Toll Road, prepared in accordance with generally accepted accounting principles, together with an audit report thereon prepared by an Independent Certified Public Accountant.

“Special Project” shall mean any project which is so designated by SANDAG in a resolution of the Board a copy of which is delivered to the Trustee.

“SR-125 Project” means the South Bay Expressway Project, including the divided, limited access toll road in San Diego County, California, approximately 9.2 miles (15 kilometers) long, which extends from the interchange with Otay Mesa Road to San Miguel Ranch Road.

“State” means the State of California.

“Subordinate Obligations” means any Obligations that are subordinated in right of payment and lien priority to the First Senior Lien Obligations and the Second Senior Lien Obligations, subject to the terms of Section 3.05 of this Master Indenture.

“Subordinate Obligations Account” means the Account by that name created within the Project Fund pursuant to Section 5.02.

“Subordinate Obligations Fund” means the Fund by that name created pursuant to Section 5.02.
“Subordinate Obligations Interest Account” means the Account by that name created within the Subordinate Obligations Fund pursuant to Section 5.02.

“Subordinate Obligations Principal Account” means the Account by that name created within the Subordinate Obligations Fund pursuant to Section 5.02.

“Subordinate Obligations Reserve Fund” means the Fund by that name created pursuant to Section 5.02.

“Subordinate Obligations Reserve Requirement” for any Subordinate Obligations means the amount specified by a Supplemental Indenture as the amount required to be held in the Subordinate Obligations Reserve Fund, or an Account thereof, for the payment of principal of and interest on the Outstanding Subordinate Obligations secured by such Fund or Account.

“Subsidy Payments” means any payments with respect to Bonds or Obligations that SANDAG is entitled to receive, as evidenced by an Opinion of Counsel delivered at the time of issuance of such Bonds or Obligations, under applicable provisions of the Code from the federal government or any agency, department or other division thereof (including, without limitation, subsidy or tax credit payments on account of the issuance of Bonds pursuant to federal legislation, including legislation that may amend, reinstate or is otherwise similar to the federal American Recovery and Reinvestment Act of 2009) and which SANDAG has designated as Subsidy Payments in a Certificate of SANDAG.

“Substantial Completion” means the opening of a Project in its entirety to vehicular traffic.

“Substantial Completion Date” means the Substantial Completion Date a Project, if any, set forth in a Supplemental Indenture providing for the issuance of Obligations to finance such Project.

“Supplemental Indenture” means any indenture executed and delivered by SANDAG and the Trustee in accordance with this Indenture that is stated to be a supplemental indenture hereto.

“Swap” means any interest rate swap agreement, currency swap agreement, forward payment conversion agreement or futures contract, any contract providing for payments based on levels of, or changes in, interest rates, currency exchange rates, stock or other indices, any contract to exchange cash flows or a series of payments, or any contract, including, without limitation, an interest rate floor or cap, or an option, put or call, to hedge payment, currency, rate, spread or similar exposure, between SANDAG and a Swap Party, payable from Revenue or relating to the Toll Road, which is not a Qualified Swap Agreement and which, in accordance with generally accepted accounting principles, is included as a liability on a balance sheet for the Toll Road books and records.

“Swap Party” means each entity that is a party to either a Qualified Swap Agreement or a Swap entered into with SANDAG.
“Swap Revenues” means any amount paid by a Swap Party to SANDAG pursuant to any Qualified Swap Agreement or Swap, after any netting of payments required by such Qualified Swap Agreement or Swap, as applicable, and any payments paid to SANDAG by a Swap Party as consideration for termination or amendment of a Qualified Swap Agreement or Swap, as applicable.

“Tax Certificate” means the Tax Certificate delivered by SANDAG at the time of the issuance of a Series of Obligations, as the same may be amended and supplemented in accordance with its terms.

“Term Bonds” means Obligations of any Series that are payable on or before their specified maturity dates from Sinking Fund Installments established for that purpose in the Supplemental Indenture providing for the issuance of such Series of Obligations, which Sinking Fund Installments are calculated to retire such Obligations on or before their specified maturity dates.

“Threshold Rating” means a rating in either of the [three] highest long-term, or [two] highest short-term, Rating Categories by Moody’s, S&P or Fitch.

“TIFIA Lender” means the United States Department of Transportation, acting by and through the Federal Highway Administrator during any period in which it is the holder of an Outstanding Obligation for the purpose of making one or more TIFIA Loans to SANDAG for the purpose of financing a Project relating to the Toll Road.

“TIFIA Loan” means any loan made to SANDAG by the TIFIA Lender, pursuant to a TIFIA Loan Agreement, for the purpose of financing a Project relating to the Toll Road.

“TIFIA Loan Agreement” means any loan agreement by and between SANDAG and the TIFIA Lender for the purpose of financing a Project relating to the Toll Road and, in each case, any amendments or supplements thereto permitted hereby and thereby.

“Toll Agreements” means the Operating Agreement, [the Lease Agreement], and any amendments or supplements thereto permitted thereby and hereby.

“Toll Facility Agreement” means the Franchise Agreement and any other toll facility Agreement, by and between SANDAG and Caltrans, and any amendments or supplements thereto permitted thereby and hereby.

“Toll Operator” initially means SANDAG as operator of the Toll Road, and, for any additional Project or facilities of the Toll Road, any Person contracted by SANDAG, and in each case any successor thereto, responsible for the collection of tolls and fees and the establishment and maintenance of customer accounts and records, pursuant to the Operating Agreement.

“Toll Revenue Fund” means the Fund by that name created pursuant to Section 5.01.
“Toll Revenues” means (a) toll revenues, user fees, fines, rents or other similar charges payable to SANDAG for use of the Toll Road, as well as fines and penalties and interest thereon collected as a result of a failure to pay any such amounts, (b) proceeds of insurance payable to or received by SANDAG with respect to the Toll Road (whether by way of claims, return of premiums, ex gratia settlements or otherwise), including proceeds from business interruption insurance and loss of advance profits insurance, except for proceeds of fire and other casualty insurance that are deposited to the Insurance and Condemnation Proceeds Account of the Project Fund and actually applied or reserved for application to the repair, restoration or replacement of the Toll Road, (c) proceeds of any condemnation awards with respect to the Toll Road, except to the extent deposited to the Insurance and Condemnation Proceeds Account of the Project Fund and actually applied or reserved for application to the replacement of the Toll Road, (d) liquidated damages for delayed completion of a Project payable to SANDAG under a construction contract relating to the Toll Road or a portion thereof, (e) proceeds of credit support provided by a Toll Operator pursuant to an operating agreement, and (f) any other incidental or related fees or charges; but excluding therefrom cash advances representing deposits against future toll payments from users or potential users of the Toll Road.

“Toll Revenues Project Account” means the Account by that name created within the Project Fund pursuant to Section 5.02.

“Toll Road” means lanes of a street, road or highway upon which SANDAG has all right, power and authority pursuant to law to impose tolls, and upon which tolls are imposed by SANDAG using any of the following tolling strategies: (a) general purpose or generally-applicable tolls, (b) tolls that may be levied and may vary according to levels of congestion anticipated or experienced or according to the occupancy of the vehicle, (c) any combination of (a) and (b), and (d) any other tolling strategy SANDAG may determine appropriate on a facility-by-facility basis; and the related tolling facilities and tolled or non-tolled connecting or supporting streets, roads or highway lanes or other facilities, as such tolled lanes and related tolled or non-tolled facilities may from time to time be expanded, improved, upgraded, enlarged, or enhanced, but only to the extent that: (i) SANDAG irrevocably designates in writing that such toll lanes and related facilities, and any expansion, improvement, upgrade, enlargement or enhancement constitutes a Toll Road generating or supporting the generation of Toll Revenues hereunder and (ii) that (x) the additional Operation and Maintenance Expenses associated with any such expansion, improvement, upgrade, enlargement or enhancement and (y) any additional Obligations issued to finance the costs of any such expansion, improvement, upgrade, enlargement or enhancement, shall not result in debt service coverage ratios lower than those required in Section 6.03(a) of this Master Indenture. “Toll Road” shall not include any Special Project. “Toll Road” initially means the SR-125 Project.

“Toll Road Act” means Section 143.1 of the Streets and Highways Code of the State of California.

“Traffic Consultant” means any traffic and revenue consultant or firm of nationally-recognized traffic and revenue consultants experienced in performing the duties for which a Traffic Consultant is required to be employed pursuant to the provisions of this Indenture selected by SANDAG.
“Traffic/Law Enforcement Letter of Agreement” means the Traffic/Law Enforcement Letter of Agreement, dated as of [______], by and between the State of California, acting by and through the California Highway Patrol, and SANDAG, as amended, modified supplemented or superseded in accordance with its terms.

“Trust Estate” has the meaning specified in the Granting Clauses herein.

“Trustee” means U.S. Bank National Association, as trustee under the Indenture, or any successor trustee appointed pursuant to the terms of the Indenture, including Section 8.03 hereof.

“Written Request of SANDAG” means an instrument in writing signed by an Authorized Representative.

ARTICLE II
THE OBLIGATIONS

Section 2.01 Authorization and Purposes. Obligations in the form of First Senior Lien Obligations, Second Senior Lien Obligations or Subordinate Obligations may be issued hereunder, in book-entry form or otherwise, from time to time as the issuance thereof is approved by SANDAG. The maximum Bond Obligation of Obligations that may be issued hereunder is not limited; subject, however, to any limitations contained in the Act and to the right of SANDAG, which is hereby reserved, to limit the initial Bond Obligation of Obligations that may be issued or Outstanding hereunder. The First Senior Lien Bonds are designated generally as “San Diego Association of Governments South Bay Expressway Toll Revenue First Senior Lien Bonds,” each Series thereof to bear such additional designation as may be necessary or appropriate to distinguish such Series from every other Series of First Senior Lien Obligations. The Second Senior Lien Obligations are designated generally as “San Diego Association of Governments South Bay Expressway Toll Revenue Second Senior Lien Bonds,” each Series thereof to bear such additional designation as may be necessary or appropriate to distinguish such Series from every other Series of Second Senior Lien Obligations. The Subordinate Obligations are designated generally as “San Diego Association of Governments South Bay Expressway Toll Revenue Subordinate Bonds,” each Series thereof to bear such additional designation as may be necessary or appropriate to distinguish such Series from every other Series of Subordinate Obligations. The Obligations may be issued in such Series as from time to time shall be established and authorized by SANDAG, subject to the covenants, provisions and conditions herein. Each separate Series of Obligations shall be authorized by SANDAG in a Supplemental Indenture. No Obligations may be issued under the provisions of this Indenture except in accordance with this Article and Article III.

Obligations may be issued for the purpose of refinancing the SR-125 Project, or for any other purpose authorized by the Act, the Toll Road Act or any laws permitting the refunding of local agency obligations, and this Indenture.

Section 2.02 General Terms of Obligations. Each Obligation shall be secured hereby and shall bear interest and shall be payable and be additionally secured and have such
other terms as shall be specified in its Supplemental Indenture, or if not specified therein, as
specified by an Authorized Representative pursuant to Section 2.06.

The principal and Purchase Price of, premium, if any, and interest on the
Obligations shall be payable in lawful currency of the United States of America, except as
otherwise specified in a Supplemental Indenture. During any period in which any Obligations
are Book-Entry Obligations, payment of debt service on such Book-Entry Obligations shall be
made to the Securities Depository, or its Nominee, and in accordance with arrangements among
SANDAG, the Trustee and the Securities Depository. During any period in which any
Obligations are not Book-Entry Obligations, unless otherwise specified in a Supplemental
Indenture, the principal and Purchase Price of and premium, if any, on all such Obligations shall
be payable by wire or check at the Principal Office of the Trustee upon the presentation and
surrender of such Obligations as the same become due and payable, and the interest on such
Obligations shall be paid by wire or check drawn upon the Trustee and mailed on the applicable
interest payment date to the persons in whose names the Obligations are registered on the
registration books maintained by the Trustee at the close of business on the record date for such
interest payment.

Section 2.03 Execution. The Obligations shall be executed in the name and on
behalf of SANDAG by the facsimile or manual signature of the Chairperson of the Board or any
Vice Chairperson of the Board and shall be countersigned by the facsimile or manual signature
of the Chief Financial Officer of SANDAG, and shall have the official seal of SANDAG
attached or affixed thereon in manual or facsimile form. Unless otherwise provided in any
Supplemental Indenture, the Obligations shall then be delivered to the Trustee for authentication
by the Trustee. In case any of the officers who shall have signed or attested any of the
Obligations shall cease to be such officer or officers of SANDAG before the Obligations so
signed or attested shall have been authenticated or delivered by the Trustee or issued by
SANDAG, such Obligations may nevertheless be authenticated or delivered by the Trustee or issued by
SANDAG, such Obligations may nevertheless be authenticated, delivered and issued and, upon
such authentication, delivery and issue, shall be as binding upon SANDAG as though those who
signed and attested the same had continued to be such officers of SANDAG, and also any
Obligation may be signed and attested on behalf of SANDAG by such persons as at the actual
date of execution of such Obligation shall be the proper officers of SANDAG although at the
nominal date of such Obligation any such person shall not have been such officer of SANDAG.

Section 2.04 Certificate of Authentication. No Obligations shall be secured
hereby or entitled to the benefit hereof or shall be or become valid or obligatory for any purpose
unless there shall be endorsed thereon a certificate of authentication, substantially in the form set
forth in the form of Obligation referred to in Section 2.05 hereof, executed by the Trustee; and
such certificate on any Obligation issued by SANDAG shall be conclusive evidence that such
Obligation has been duly authenticated and delivered hereunder.

Section 2.05 Forms of Obligations. The Obligations, the Trustee’s certificate
of authentication and the form of assignment shall be in substantially the forms specified in a
Supplemental Indenture or if not specified therein, as specified by an Authorized Representative
pursuant to Section 2.06, and may have such letters, numbers or other marks of identification
(including, but not limited to, the Series designation provided for in Section 2.01) and such
legends and endorsements placed thereon as may be required to comply with any applicable laws
or rules or regulations, or as may, consistent herewith, be determined by an Authorized Representative. The Obligations shall be in either typewritten or printed form, as an Authorized Representative shall direct, provided that any expenses incurred in connection therewith shall be paid by SANDAG.

Section 2.06 Issuance, Sale and Delivery of Obligations; Application of Proceeds. The Obligations of each Series shall be delivered by the Trustee in accordance with a Written Request of SANDAG, which may be Electronic, in the manner specified herein. Said Written Request of SANDAG shall specify the following terms for the Obligations then being issued to the extent such terms are not set forth in the Supplemental Indenture creating such Series of Obligations and are applicable to such Obligations: whether such Obligation is a First Senior Lien Bond, Parity Obligation, Second Senior Lien Obligation or Subordinate Obligation hereunder; Series designation; Authorized Denominations; form of such Obligation; book-entry provisions, if any; maturity date or dates or maturity determination method, which may vary for Obligations within such Series; principal amount; issue date; interest rate or interest rate determination method, which may vary for Obligations within such Series; record date for interest payments; sinking fund provisions, if any; required reserves, if any; redemption provisions, if any; tender provisions, if any; additional security, if any; and any other terms and conditions that are not inconsistent with this Indenture. Upon the delivery of each Series of Obligations, the proceeds shall immediately be applied and deposited as set forth in the applicable Supplemental Indenture.

Section 2.07 Mutilated, Lost, Stolen or Destroyed Obligations. If any Obligation is mutilated, lost, stolen or destroyed, SANDAG shall execute and the Trustee shall authenticate and deliver a new Obligation of the same Series, maturity date, principal amount and tenor in lieu of and in substitution for the Obligation mutilated, lost, stolen or destroyed; provided that there shall be first furnished to the Trustee evidence satisfactory to the Trustee of the ownership of such Obligation and of such loss, theft or destruction (or, in the case of a mutilated Obligation, such mutilated Obligation shall first be surrendered to the Trustee), together with indemnity satisfactory to the Trustee and compliance with such other reasonable regulations as SANDAG and Trustee may prescribe. Subject to the proviso set forth in the preceding sentence, if any such Obligation shall have matured or a redemption date pertaining thereto shall have passed, instead of issuing a new Obligation, SANDAG may pay the same without surrender thereof. SANDAG and the Trustee may charge the Holder of such Obligation with their reasonable fees and expenses in this connection.

Section 2.08 Exchangeability and Transfer of Obligations; Persons Treated as Holders. SANDAG hereby directs the Trustee, which is hereby constituted and appointed the bond registrar for the Obligations, to keep books for the registration of the Obligations and for the registration of transfer of the Obligations as provided herein.

Any registered owner of an Obligation, in person or by its duly authorized attorney, may transfer title to its Obligation on the books of registration kept by the Trustee, upon surrender thereof at the Principal Office of the Trustee, together with a written instrument of transfer (in substantially the form of assignment attached to the Obligation or as provided in its Supplemental Indenture) executed by the registered owner or its duly authorized attorney, and upon surrender for registration of transfer of any Obligation, SANDAG shall execute, and the
Trustee shall authenticate and deliver in the name of the transferee or transferees, a new Obligation or Obligations of the same Series, maturity date, Bond Obligation and tenor as the Obligation surrendered.

Obligations may be exchanged upon surrender thereof at the Principal Office of the Trustee for Obligations of the same Series, maturity date, Bond Obligation and tenor as the Obligations being exchanged. SANDAG shall execute and the Trustee shall authenticate and deliver Obligations that the registered owner making the exchange is entitled to receive, bearing numbers not contemporaneously then outstanding.

Such registrations of transfers or exchanges of Obligations shall be without charge to the registered owner of such Obligations, but any taxes or other governmental charges required to be paid with respect to the same shall be paid by the registered owner of the Obligation requesting such registration of transfer or exchange as a condition precedent to the exercise of such privilege. Any service charge made by the Trustee for any such registration, transfer or exchange shall be paid by SANDAG.

The Trustee shall not register any transfer of any Obligation after notice calling such Obligation (or portion thereof) for redemption or partial redemption or notice of mandatory tender with respect thereto has been given and prior to such redemption or mandatory tender, as the case may be, except, in the case of any Obligation to be redeemed in part, the portion thereof not to be redeemed.

The person in whose name any Obligation shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of either principal, premium, if any, or interest shall be made only to or upon the order of the registered owner thereof or his duly authorized attorney, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Obligation to the extent of the sum or sums so paid.

All Obligations issued upon any transfer or exchange of Obligations shall be legal, valid and binding obligations of SANDAG, evidencing the same debt, and entitled to the same security and benefits under this Indenture, as the Obligations surrendered upon such transfer or exchange.

Section 2.09 Cancellation. All Obligations that have been surrendered to the Trustee pursuant to Section 2.07 or 2.08 of this Indenture and all Obligations that have been paid or redeemed, either at or prior to maturity, except as otherwise provided in a Supplemental Indenture, shall be cancelled and destroyed by the Trustee and a certificate of destruction shall be delivered to SANDAG upon its request.

Section 2.10 First Senior Lien Obligations Ratably Secured. All First Senior Lien Obligations issued hereunder that by their terms are stated to be equally and ratably secured by this Indenture without preference, priority or distinction on account of the Series or the actual time or times of the authentication, delivery or maturity of such First Senior Lien Obligations shall be so equally and ratably secured so that, subject to any differences specified in this Indenture, all such First Senior Lien Obligations at any time Outstanding hereunder shall have
the same right, lien and preference under and by virtue of this Indenture and shall all be equally and ratably secured hereby with like effect as if they were of the same Series and they had all been executed, authenticated and delivered simultaneously on the date hereof, whether the same, or any of them, shall actually be disposed of at such date, or whether they, or any of them, shall be disposed of at some future date; provided, however, that the moneys in any Account within the First Senior Lien Obligations Reserve Fund shall only secure the Series of First Senior Lien Obligations to which such Account relates.

Section 2.11 Second Lien Obligations Ratably Secured. All Second Senior Lien Obligations issued hereunder that by their terms are stated to be equally and ratably secured by this Indenture without preference, priority or distinction on account of the Series or the actual time or times of the authentication, delivery or maturity of such Second Senior Lien Obligations shall be so equally and ratably secured so that, subject to any differences specified in this Indenture, all such Second Senior Lien Obligations at any time Outstanding hereunder shall have the same right, lien and preference under and by virtue of this Indenture and shall all be equally and ratably secured hereby with like effect as if they were of the same Series and they had all been executed, authenticated and delivered simultaneously on the date hereof, whether the same, or any of them, shall actually be disposed of at such date, or whether they, or any of them, shall be disposed of at some future date; provided, however, that the moneys in any Account within the Second Senior Lien Obligations Reserve Fund shall only secure the Series of Second Senior Lien Obligations to which such Account relates.

Section 2.12 Subordinate Obligations Ratably Secured. All Subordinate Obligations issued hereunder that by their terms are stated to be equally and ratably secured by this Indenture without preference, priority or distinction on account of the Series or the actual time or times of the authentication, delivery or maturity of such Subordinate Obligations shall be so equally and ratably secured so that, subject to any differences specified in this Indenture, all such Subordinate Obligations at any time Outstanding hereunder shall have the same right, lien and preference under and by virtue of this Indenture and shall all be equally and ratably secured hereby with like effect as if they were of the same Series and they had all been executed, authenticated and delivered simultaneously on the date hereof, whether the same, or any of them, shall actually be disposed of at such date, or whether they, or any of them, shall be disposed of at some future date; provided, however, that the moneys in any Account within the Subordinate Obligations Reserve Fund shall only secure the Series of Subordinate Obligations to which such Account relates.

Section 2.13 Book-Entry Only System. Unless an Authorized Representative shall otherwise direct or unless otherwise specified in a Supplemental Indenture, all Obligations issued hereunder shall be issued as Book-Entry Obligations in fully registered form. Book-Entry Obligations shall be registered in the name of the Securities Depository or its Nominee as directed by such Securities Depository. DTC shall act as the initial Securities Depository and has designated Cede & Co. as its Nominee. Beneficial Owners of Obligations will not receive physical delivery of bond certificates except as provided hereinafter. For so long as DTC shall continue to serve as Securities Depository for the Obligations as provided herein, all transfers of beneficial ownership interests will be made by book-entry only, and no person purchasing, selling or otherwise transferring beneficial ownership of Obligations is to receive, hold or deliver any Obligation certificate.
With respect to Obligations registered in the name of Cede & Co., as Nominee of DTC, SANDAG and the Trustee shall have no responsibility or obligation to any participant in DTC (each, a “DTC Participant”) or to any person on whose behalf a DTC Participant holds an interest in the Obligations. Without limiting the immediately preceding sentence, SANDAG and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Obligations, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of the Obligations, as shown on the registration books, of any notice with respect to the Obligations, including any notice of redemption or mandatory tender, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of the Obligations, as shown in the registration books, of any amount with respect to principal or Purchase Price of, or premium, if any, or interest on, the Obligations.

Replacement Obligations may be issued directly to Beneficial Owners of Obligations other than DTC, or its Nominee, but only in the event that: (i) DTC determines not to continue to act as Securities Depository for the Obligations (which determination shall become effective no less than 90 days after written notice to such effect to SANDAG and the Trustee); or (ii) an Authorized Representative has advised DTC of its determination (which determination is conclusive as to DTC and Beneficial Owners of the Obligations) that DTC is incapable of discharging its duties as Securities Depository for the Obligations; or (iii) SANDAG has determined (which determination is conclusive as to DTC and the Beneficial Owners of the Obligations) that the interests of the Beneficial Owners of the Obligations might be adversely affected if such book-entry only system of registration and transfer is continued. Upon occurrence of any of the foregoing events, SANDAG shall use its best efforts to attempt to locate another qualified Securities Depository. If SANDAG fails to locate another qualified Securities Depository to replace DTC, SANDAG shall cause to be authenticated and delivered replacement Obligations, in certificate form, to the Beneficial Owners of the Obligations. In the event that SANDAG makes the determination noted in (ii) or (iii) above (provided that SANDAG undertakes no obligation to make any investigation to determine the occurrence of any events that would permit SANDAG to make any such determination), and has made provisions to notify the Beneficial Owners of Obligations of such determination by mailing an appropriate notice to DTC and its Nominee, SANDAG shall cause to be issued replacement Obligations in certificate form to Beneficial Owners of the Obligations as shown on the records of DTC provided to SANDAG.

Whenever, during the term of the Obligations, the Beneficial Ownership thereof is determined by book-entry at DTC, (i) the requirements in this Indenture of holding, delivering or transferring Obligations shall be deemed modified to require the appropriate person or entity to meet the requirements of DTC as to registering or transferring the book entry to produce the same effect and (ii) delivery of the Obligations and notices to Bondholders will be in accordance with arrangements among SANDAG, the Trustee and DTC notwithstanding any provision of this Indenture to the contrary.

The Trustee and SANDAG, acting by and through an Authorized Representative, are authorized to enter into a letter of representations with DTC to implement the book-entry only system of Obligation registration described above and all payments of principal, Purchase
Price, interest and premium, if any, shall be made in accordance with the letter of representations with DTC.

If at any time, DTC ceases to hold the Obligations in book-entry form, all references herein to DTC shall be of no further force or effect.

ARTICLE III

ADDITIONAL OBLIGATIONS

Section 3.01 Restrictions on Issuance of Additional First Senior Lien Obligations. Subsequent to the initial issuance of First Senior Lien Bonds pursuant to this Indenture, additional First Senior Lien Obligations may be issued if the requirements of (a) or (b) below are met.

(a) The First Senior Lien Obligations are issued for purposes of refunding Outstanding First Senior Lien Obligations by providing funds for the payment of any or all of the following:

1. The Bond Obligation, redemption or purchase price (including premium, if any) of the Outstanding First Senior Lien Obligations to be refunded;

2. All expenses incident to the calling, retiring or paying of such Outstanding First Senior Lien Obligations, the Costs of Issuance of such refunding First Senior Lien Obligations, and any termination payments or other payments to the holders of obligations of SANDAG entered into pursuant to California Government Code Section 5922 (or any similar statute) related to such Outstanding Obligations;

3. Interest on all Outstanding First Senior Lien Obligations to be refunded to the date such First Senior Lien Obligations will be called for redemption or paid at maturity;

4. Interest on the refunding First Senior Lien Obligations from the date thereof to the date of payment or redemption of the First Senior Lien Obligations or to be refunded;

provided that SANDAG delivers a Certificate of SANDAG to the effect that SANDAG projects that the Average Annual Debt Service on all Outstanding Obligations following the issuance of the proposed additional First Senior Lien Obligations will be less than the Average Annual Debt Service on all Outstanding Obligations prior to the issuance of such proposed First Senior Lien Obligations; and provided further, that, if the maturity date of such additional First Senior Lien Obligations to be issued extends to a date later than the stated final maturity date of the Obligations being refunded, then Net Revenue in each Fiscal Year from and after the stated final maturity date of such refunded Obligations satisfies the requirements set forth in Section 3.01(b), as evidenced by a Certificate of SANDAG, which may be based upon the findings of a report of the Traffic Consultant.
(b) SANDAG delivers either a Certificate of SANDAG, which may be based upon the findings of a report of the Traffic Consultant, to the effect that, as of the date of issuance of the additional First Senior Lien Obligations, either one of the following two requirements is met:

1. Net Revenue in the preceding Fiscal Year equals or exceeds (i) one hundred seventy-five percent (175%) of Annual Debt Service in each future Fiscal Year on all Outstanding First Senior Lien Obligations, including the additional First Senior Lien Obligations to be issued, (ii) one hundred thirty-five percent (135%) of total Annual Debt Service in each future Fiscal Year on all Outstanding First Senior Lien Obligations and Second Senior Lien Obligations, including the additional First Senior Lien Obligations to be issued, and (iii) one hundred fifteen percent (115%) of total Annual Debt Service in each future Fiscal Year on all Outstanding First Senior Lien Obligations, Second Senior Lien Obligations and Subordinate Obligations, including the additional First Senior Lien Obligations to be issued; or

2. Projected Net Revenue for each Fiscal Year in which Obligations, including the additional First Senior Lien Obligations to be issued, will be Outstanding is expected to equal or exceed (i) one hundred seventy-five percent (175%) of Annual Debt Service in each future Fiscal Year on all Outstanding First Senior Lien Obligations, including the additional First Senior Lien Obligations to be issued, (ii) one hundred thirty-five percent (135%) of total Annual Debt Service in each future Fiscal Year on all Outstanding First Senior Lien Obligations and Second Senior Lien Obligations, including the additional First Senior Lien Obligations to be issued, and (iii) one hundred fifteen percent (115%) of total Annual Debt Service in each future Fiscal Year on all Outstanding First Senior Lien Obligations, Second Senior Lien Obligations and Subordinate Obligations, including the additional First Senior Lien Obligations to be issued; provided in each case that if, in connection with the issuance of such additional First Senior Lien Obligations, the Toll Road will be expanded, improved, upgraded, enlarged, or enhanced and such calculations rely upon projected Toll Revenues from such expansion, improvement, upgrade, enlargement or enhancement to satisfy the requirements set forth in this Section 3.01(b)(2), then SANDAG shall deliver a report of a Traffic Consultant setting forth such projected Toll Revenues and not solely a Certificate of SANDAG.

**Section 3.02 Restrictions on Issuance of Second Senior Lien Obligations.**

Second Senior Lien Obligations may be issued if the requirements of (a) or (b) below are met.

(a) The Second Senior Lien Obligations are issued for purposes of refunding Outstanding First Senior Lien Obligations or Second Senior Lien Obligations by providing funds for the payment of any or all of the following:

1. The Bond Obligation, redemption or purchase price (including premium, if any) of the Outstanding First Senior Lien Obligations or Second Senior Lien Obligations to be refunded;
(2) All expenses incident to the calling, retiring or paying of such Outstanding First Senior Lien Obligations or Second Senior Lien Obligations, the Costs of Issuance of such refunding Second Senior Lien Obligations, and any termination payments or other payments to the holders of obligations of SANDAG entered into pursuant to California Government Code Section 5922 (or any similar statute) related to such Outstanding First Senior Lien Obligations or Second Senior Lien Obligations;

(3) Interest on all Outstanding First Senior Lien Obligations or Second Senior Lien Obligations to be refunded to the date such First Senior Lien Obligations or Second Senior Lien Obligations will be called for redemption or paid at maturity;

(4) Interest on the refunding Second Senior Lien Obligations from the date thereof to the date of payment or redemption of the Second Senior Lien Obligations to be refunded;

provided that SANDAG delivers a Certificate of SANDAG to the effect that SANDAG projects that the Average Annual Debt Service on all Outstanding Obligations following the issuance of the proposed additional Second Senior Lien Obligations will be less than the Average Annual Debt Service on all Outstanding Obligations prior to the issuance of such proposed Second Senior Lien Obligations; and provided further, that, if the maturity date of such additional Second Senior Lien Obligations to be issued extends to a date later than the stated final maturity date of the Obligations being refunded, then Net Revenue in each Fiscal Year from and after the stated final maturity date of such refunded Obligations satisfies the requirements set forth in Section 3.02(b), as evidenced by either a Certificate of SANDAG or a report of the Traffic Consultant.

(b) SANDAG delivers either a Certificate of SANDAG or a report of the Traffic Consultant to the effect that, as of the date of issuance of the additional Second Senior Lien Obligations, either one of the following two requirements is met:

(1) Net Revenue in the preceding Fiscal Year equals or exceeds (i) one hundred thirty-five percent (135%) of total Annual Debt Service in each future Fiscal Year on all Outstanding First Senior Lien Obligations and Second Senior Lien Obligations, including the additional Second Senior Lien Obligations to be issued, and (ii) one hundred fifteen percent (115%) of total Annual Debt Service in each future Fiscal Year on all Outstanding First Senior Lien Obligations, Second Senior Lien Obligations and Subordinate Obligations, including the additional Second Senior Lien Obligations to be issued; or

(2) projected Net Revenue for each Fiscal Year in which Obligations, including the additional Second Senior Lien Obligations, will be Outstanding is expected to equal or exceed (i) one hundred thirty-five percent (135%) of total Annual Debt Service in each future Fiscal Year on all Outstanding First Senior Lien Obligations and Second Senior Lien Obligations, including the additional Second Senior Lien Obligations to be issued, and (ii) one hundred fifteen percent (115%) of total Annual Debt Service in each future Fiscal Year on all Outstanding First Senior Lien Obligations, Second Senior Lien Obligations and Subordinate Obligations, including the additional Second Senior Lien Obligations to be issued; or
Lien Obligations to be issued; provided that if, in connection with the issuance of such additional Second Senior Lien Obligations, the Toll Road will be expanded, improved, upgraded, enlarged, or enhanced and such calculations rely upon projected Toll Revenues from such expansion, improvement, upgrade, enlargement or enhancement to satisfy the requirements set forth in this Section 3.02(b)(2), then SANDAG shall deliver a report of a Traffic Consultant demonstrating such satisfaction and not solely a Certificate of SANDAG.

Section 3.03 Restrictions on Issuance of Subordinate Obligations. Subordinate Obligations (including Subordinate Obligations in the form of or securing payment of one or more TIFIA Loans) may be issued if the requirements of (a) or (b) below are met.

(a) The Subordinate Obligations are issued for purposes of refunding Outstanding First Senior Lien Obligations, Second Senior Lien Obligations or Subordinate Obligations by providing funds for the payment of any or all of the following:

1. The Bond Obligation, redemption or purchase price (including premium, if any) of the Outstanding First Senior Lien Obligations, Second Senior Lien Obligations or Outstanding Subordinate Obligations to be refunded;

2. All expenses incident to the calling, retiring or paying of such Outstanding First Senior Lien Obligations, Second Senior Lien Obligations or Subordinate Obligations, the Costs of Issuance of such refunding Subordinate Obligations, and any termination payments or other payments to the holders of obligations of SANDAG entered into pursuant to California Government Code Section 5922 (or any similar statute) related to such Outstanding First Senior Lien Obligations, Second Senior Lien Obligations or Subordinate Obligations;

3. Interest on all Outstanding First Senior Lien Obligations, Second Senior Lien Obligations or Subordinate Obligations to be refunded to the date such First Senior Lien Obligations, Second Senior Lien Obligations or Subordinate Obligations will be called for redemption or paid at maturity;

4. Interest on the refunding Subordinate Obligations from the date thereof to the date of payment or redemption of the First Senior Lien Obligations, Second Senior Lien Obligations or Subordinate Obligations to be refunded;

provided that SANDAG delivers a Certificate of SANDAG to the effect that SANDAG projects that the Average Annual Debt Service on all Outstanding Obligations following the issuance of the proposed additional Subordinate Obligations will be less than the Average Annual Debt Service on all Outstanding Obligations prior to the issuance of such proposed Subordinate Obligations; and provided further, that, if the maturity date of such additional Subordinate Obligations to be issued extends to a date later than the stated final maturity date of the Obligations being refunded, then Net Revenue in each Fiscal Year from and after the stated final maturity date of such refunded Obligations satisfies the requirements set forth in Section 3.03(b), as evidenced by either a Certificate of SANDAG or a report of the Traffic Consultant.
(b) SANDAG delivers either a Certificate of SANDAG or a report of the Traffic Consultant to the effect that, as of the date of issuance of the additional Subordinate Obligations, either one of the following two requirements is met:

1. Net Revenue in the preceding Fiscal Year equals or exceeds one hundred fifteen percent (115%) of total Annual Debt Service in each future Fiscal Year on all Outstanding First Senior Lien Obligations, Second Senior Lien Obligations and Subordinate Obligations, including the additional Subordinate Obligations to be issued; or

2. projected Net Revenue for each Fiscal Year in which Obligations, including the additional Subordinate Obligations to be issued, will be Outstanding is expected to equal or exceed one hundred fifteen percent (115%) of total Annual Debt Service in each future Fiscal Year on all Outstanding First Senior Lien Obligations, Second Senior Lien Obligations and Subordinate Obligations, including the additional Subordinate Obligations to be issued; provided in each case that if, in connection with the issuance of such additional Subordinate Obligations, the Toll Road will be expanded, improved, upgraded, enlarged, or enhanced and such calculations rely upon projected Toll Revenues from such expansion, improvement, upgrade, enlargement or enhancement to satisfy the requirements set forth in this Section 3.03(b)(2), then SANDAG shall deliver a report of a Traffic Consultant demonstrating such satisfaction and not solely a Certificate of SANDAG.

Section 3.04 Proceedings for Issuance of Additional First Senior Lien Obligations, Second Lien Senior Obligations or Subordinate Obligations. Whenever SANDAG determines to issue First Senior Lien Obligations subsequent to the initial issuance of First Senior Lien Bonds pursuant to this Indenture and all Supplemental Indentures executed as of the same date, or Second Lien Senior Obligations or Subordinate Obligations, SANDAG shall, in addition to fulfilling the requirements of Article II and Section 3.01, 3.02, or 3.03, as applicable, file with or provide to the Trustee:

(a) a certificate of SANDAG stating that no Event of Default specified in Section 7.01 has occurred and is then continuing;

(b) a certificate of SANDAG stating that the applicable requirements of: (i) Section 3.01, in the case of additional First Senior Lien Obligations, (ii) Section 3.02, in the case of additional Second Senior Lien Obligations, or (iii) Section 3.03, in the case of additional Subordinate Obligations, have been satisfied;

(c) such amount, in cash or in the form of a Reserve Facility, as shall equal the First Senior Lien Obligations Reserve Requirement, Second Senior Lien Obligations Reserve Requirement or Subordinate Obligations Reserve Requirement, if any, as of the date of issuance of such First Senior Lien Obligations, Second Senior Lien Obligations, or Subordinate Obligations for deposit in the First Senior Lien Obligations Reserve Fund, the Second Senior Lien Obligations Reserve Fund or the Subordinate Obligations Reserve Fund as applicable, as calculated by SANDAG; and
an Opinion of Bond Counsel to the effect that the Supplemental Indenture creating such First Senior Lien Obligations, Second Senior Lien Obligations or Subordinate Obligations, as applicable, has been executed and delivered by SANDAG in accordance with this Indenture and that such First Senior Lien Obligations, Second Senior Lien Obligations or Subordinate Obligations, as applicable, when duly executed by SANDAG and authenticated and delivered by the Trustee, will be valid and binding obligations of SANDAG.

Section 3.05 Springing Liens. SANDAG may issue additional Second Senior Lien Obligations or Subordinate Obligations pursuant to a Supplemental Indenture providing that such Second Senior Lien Obligations or Subordinate Obligations become Parity Obligations having a lien on Revenue on a parity with the First Senior Lien Bonds following the occurrence of a Bankruptcy Related Event of SANDAG but (i) solely to the extent specified in the applicable TIFIA Loan Agreement, if such Second Senior Lien Obligations or Subordinate Obligations are in the form of or securing payment of a TIFIA Loan and (ii) solely to the extent provided by law if such Second Senior Lien Obligations or Subordinate Obligations are in other forms, and further, in each case, solely to the extent SANDAG has contracted to make those payments as Parity Obligations.

Upon the occurrence of a Bankruptcy Related Event of which the Trustee shall be notified in writing, any Account within the Second Senior Lien Obligations Reserve Fund or the Subordinate Obligations Reserve Fund that secures payment of the principal and interest on a Second Senior Lien Obligation or a Subordinate Obligation, respectively, in the forms described in the first paragraph of this Section 3.05, will become an Account within the First Senior Lien Obligations Reserve Fund unless otherwise specified in the applicable Supplemental Indenture, and will be funded on a parity with any other Accounts within the First Senior Lien Obligations Reserve Fund and will be available only to pay principal and interest on such Second Senior Lien Obligation or Subordinate Obligations as a Parity Obligation following the Bankruptcy Related Event, provided that such obligations will not be secured by any other Account within the First Senior Lien Obligations Reserve Fund.

ARTICLE IV

REDEMPTION

Section 4.01 Redemption and Purchase of Obligations. Each Series of Obligations may be made subject to mandatory or optional redemption or mandatory or optional tender and purchase prior to their respective stated maturities, as a whole or in part, at such time or times, upon such terms and conditions, at such prices, upon such notice and with such effect as may be provided in the Supplemental Indenture creating such Series of Obligations.

Section 4.02 Notice of Redemption. Unless otherwise specified in a Supplemental Indenture creating a Series of Obligations, each notice of redemption shall be mailed by the Trustee, not less than twenty (20) nor more than sixty (60) days prior to the redemption date, to each Owner and to the MSRB. Notice of redemption to the Owners shall be given by first class mail. Each notice of redemption shall state the date of such notice, the date of issue of the Series of Obligations to which such notice relates, the redemption date, the redemption price, the place or places of redemption (including the name and appropriate address
or addresses of the Trustee), the CUSIP number (if any) of the maturity or maturities, and, in the case of a Series of Obligations to be redeemed in part only, the identity of the Obligations to be redeemed. Except as provided in Section 4.03 in the case of conditional optional redemption, each such notice shall also state that on said date there will become due and payable on each of said Obligations the redemption price thereof, together with interest accrued thereon to the date fixed for redemption, and that from and after such redemption date interest thereon shall cease to accrue, and shall require that such Obligations be then surrendered at the address or addresses of the Trustee specified in the redemption notice. Neither SANDAG nor the Trustee shall have any responsibility for any defect in the CUSIP number that appears on any Obligation or in any redemption notice with respect thereto, and any such redemption notice may contain a statement to the effect that CUSIP numbers have been assigned by an independent service for convenience of reference and that neither SANDAG nor the Trustee shall be liable for any inaccuracy in such numbers. Failure of any Owner to receive any notice of redemption or any defect therein shall not affect the sufficiency of any proceedings for redemption.

**Section 4.03 Conditional Notice of Redemption: Rescission.** Any notice of optional redemption of the Obligations delivered in accordance with Section 4.02 may be conditional, and if any condition stated in the notice of redemption shall not have been satisfied on or prior to the redemption date, said notice shall be of no force and effect and SANDAG shall not be required to redeem the Obligations thereby called for redemption, such Obligations shall not become due and payable, and the redemption shall be cancelled and the Trustee shall within a reasonable time thereafter give notice, to the persons and in the manner in which the notice of redemption was given, that such condition or conditions were not met and that the redemption was cancelled. In addition, SANDAG may, at its option, on or prior to the date fixed for optional redemption in any notice of redemption of the Obligations, rescind and cancel such notice of redemption by Written Request of SANDAG to the Trustee, and any optional redemption of Obligations and notice thereof shall be rescinded and cancelled and the Trustee shall mail notice of such cancellation to the recipients of the notice of redemption being cancelled pursuant to the provisions of Section 4.02. Any optional redemption of Obligations and notice thereof shall be rescinded and cancelled if for any reason on the date fixed for optional redemption moneys are not available in the Redemption Fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of, interest, and any premium due on the Obligations called for optional redemption and such failure to optionally redeem the Obligations called for redemption shall not be a default hereunder.

**Section 4.04 Effect of Redemption.** Notice of redemption having been duly given as aforesaid or as otherwise provided in a Supplemental Indenture, and moneys for payment of the redemption price of, together with interest accrued to the redemption date on, the Obligations (or portions thereof) so called for redemption being held by the Trustee, on the redemption date designated in such notice, the Obligations (or portions thereof) so called for redemption shall become due and payable at the redemption price specified in this Indenture, together with interest accrued thereon to the date fixed for redemption, interest on the Obligations so called for redemption shall cease to accrue, said Obligations (or portions thereof) shall cease to be entitled to any benefit or security under this Indenture, and the Owners of said Obligations shall have no rights in respect thereof except to receive payment of said redemption price and accrued interest to the date fixed for redemption.
Section 4.05 Partial Redemption of Obligations. Upon surrender of any Obligation to be redeemed in part only, SANDAG shall execute, and the Trustee shall authenticate and deliver to the Owner of such Obligation, at the expense of SANDAG, a new Obligation or Obligations of Authorized Denominations equal in Bond Obligation to the unredeemed portion of the Obligation surrendered, of the same Series, maturity and terms as the surrendered Obligation.

ARTICLE V
PLEDGE; FUNDS AND ACCOUNTS

Section 5.01 Deposit of Revenue by Trustee; Toll Revenue Fund.

(a) All Toll Revenues received and receivable by SANDAG and pledged and assigned by this Indenture to the Trustee, together with the balance of the Trust Estate, are to be paid directly to the Trustee and deposited by it in the Funds and Accounts described in this Article V and held in trust for the purposes set forth herein, and, except as otherwise provided herein, shall not be subject to any lien, levy, garnishment or attachment by any creditor of SANDAG nor shall they be subject to any assignment or hypothecation by SANDAG. Subject only to the provisions of this Indenture permitting the application thereof for or to the purposes and on the terms and conditions set forth herein and therein, the Trustee shall be entitled to and shall collect and receive all of the Toll Revenues, and any Toll Revenues collected or received by SANDAG shall be deemed to be held, and to have been collected or received, by SANDAG as the agent of the Trustee and shall forthwith be paid by SANDAG to the Trustee. Moneys on deposit in the Funds and Accounts described in this Article V (excluding the Rebate Fund and the Distribution Fund, and any Fund or Account established to hold the proceeds of a drawing on any Credit Support Instrument) shall be held by the Trustee or SANDAG, as applicable, in trust, and pending application in accordance with the provisions of this Article V shall be subject to a lien and charge in favor of the Holders until applied as hereinafter provided. The Trustee shall at all times maintain accurate records of deposits into such Funds and Accounts and the sources and timing of such deposits.

(b) As long as any Obligations or Reserve Facility Costs remain unpaid, SANDAG hereby assigns and shall cause Toll Revenues to be transmitted by the Toll Operator on at least a weekly basis directly to the Trustee for deposit in a trust fund, designated as the “Toll Revenue Fund,” which Fund the Trustee shall establish and maintain in trust. Investment income on amounts held by the Trustee in the Toll Revenue Fund shall also be deposited in the Toll Revenue Fund. All moneys at any time held in the Toll Revenue Fund shall be held in trust for the benefit of the holders of the Obligations and shall be disbursed, allocated and applied solely for the uses and purposes set forth in this Indenture.

Section 5.02 Establishment of Funds and Accounts.

(a) In addition to the Toll Revenue Fund established pursuant to Section 5.01, the following Funds and Accounts are hereby established and created and shall be maintained in trust by the Trustee:
(1) the Project Fund, and within the Project Fund, the First Senior Lien Obligations Account, the Second Senior Lien Obligations Account, the Subordinate Obligations Account, the Toll Revenues Project Account and the Insurance and Condemnation Proceeds Account;

(2) the Rebate Fund;

(3) the First Senior Lien Obligations Fund and, within the First Senior Lien Obligations Fund, the First Senior Lien Obligations Interest Account and the First Senior Lien Obligations Principal Account;

(4) the First Senior Lien Obligations Reserve Fund;

(5) the Second Senior Lien Obligations Fund and, within the Second Senior Lien Obligations Fund, the Second Senior Lien Obligations Interest Account and the Second Senior Lien Obligations Principal Account;

(6) the Second Senior Lien Obligations Reserve Fund;

(7) the Subordinate Obligations Fund and, within the Subordinate Obligations Fund, the Subordinate Obligations Interest Account and the Subordinate Obligations Principal Account;

(8) the Subordinate Obligations Reserve Fund;

(9) the Operation and Maintenance Reserve Fund; and

(10) the Capital Expenditures Fund.

and the following Funds shall be maintained by SANDAG:

(11) the Operation and Maintenance Fund established pursuant to Section 5.05; and

(12) the Distribution Fund, which SANDAG shall establish.

In addition, upon the written request of SANDAG, the Trustee shall establish and maintain additional temporary Funds or Accounts or sub-accounts for the purposes specified in any such request.

(b) All of the Funds and Accounts (other than the Distribution Fund and the Operation and Maintenance Fund) shall be held by the Trustee and, except as expressly provided herein, SANDAG shall not have any right to withdraw funds from any Fund or Account established pursuant to Section 5.02(a). SANDAG hereby irrevocably authorizes the Trustee to credit funds to or deposit funds in, and to withdraw and transfer funds from, each Fund or Account in accordance with the terms of this Indenture.
Section 5.03 Toll Revenue Fund; Priority of Deposits and Transfers.

(a) Except for amounts to be deposited in other Funds or Accounts pursuant to this Article, SANDAG shall promptly deposit or cause to be deposited into the Toll Revenue Fund all Revenue and transfers from other Funds or Accounts as required by the terms of this Indenture.

(b) Subject to Section 5.22 hereof, including the delivery of a Funds Transfer Certificate by SANDAG (to the extent required by such Section 5.22), the Trustee shall make the following transfers and payments from the Toll Revenue Fund in the amounts, at the times and only for the purposes specified below and in the following order of priority (it being agreed that no amount shall be transferred on any date pursuant to any clause below until amounts sufficient as of that Monthly Funding Date (to the extent applicable) for all the purposes specified under the prior clauses shall have been transferred or set aside):

First, on each Monthly Funding Date, to the Operation and Maintenance Fund, the amount necessary to increase the balance of the Operation and Maintenance Fund to an amount equal to the Operation and Maintenance Expenses then due and payable, plus one-sixth (1/6) of the Operation and Maintenance Expenses projected in accordance with the most recently-adopted Annual Operating Budget of SANDAG to be due and payable during the Fiscal Year continuing or commencing on the day after such Monthly Funding Date;

Second, on each Monthly Funding Date, any payments then due and payable by SANDAG to the Rebate Fund or any similar rebate fund established with respect to any future tax-exempt borrowing transaction under this Indenture;

Third, (x) on each Monthly Funding Date and on each other date on which the following amounts shall be due and payable, to the First Senior Lien Obligations Interest Account the sum of (A)(1) in the case of Outstanding First Senior Lien Obligations with semiannual interest payment dates, one-sixth (1/6) of the amount of the interest payable on such First Senior Lien Obligations on the next interest payment date; (2) in the case of Outstanding First Senior Lien Obligations with quarterly interest payment dates, one-third (1/3) of the amount of the interest payable on such First Senior Lien Obligations on the next interest payment date; and (3) in the case of Outstanding First Senior Lien Obligations with monthly interest payment dates, the amount of interest payable on such First Senior Lien Obligations on the next interest payment date; plus (B) the sum of any continuing shortfall in transfers required to have been made to the First Senior Lien Obligations Interest Account on any preceding Monthly Funding Date; plus (C) if such Monthly Funding Date is also an interest payment date or the last Monthly Funding Date before an interest payment date on any First Senior Lien Obligations, any other amount required to make the amount credited to the First Senior Lien Obligations Interest Account equal to the amount payable on such First Senior Lien Obligations on such interest payment date; and (y) on each Monthly Funding Date, to the applicable Swap Parties, scheduled Hedging Obligations due under any Qualified Swap Agreements, if any, net of any scheduled amounts payable to SANDAG with respect to such scheduled Hedging Obligations;

Fourth, on each Monthly Funding Date and on each other date on which the following amounts shall be due and payable, commencing twelve months before the first annual
principal payment date (including any mandatory sinking fund redemption date) or six months
before the first semi-annual principal payment date (including any mandatory sinking fund
redemption date), to the First Senior Lien Obligations Principal Account, the sum of (A)(1) in
the case of Outstanding First Senior Lien Obligations with annual principal or mandatory sinking
fund payment dates, one-twelfth (1/12) of the principal and mandatory sinking fund redemptions
due on such First Senior Lien Obligations; and (2) in the case of Outstanding First Senior Lien
Obligations with semi-annual principal or mandatory sinking fund payment dates, one-sixth (1/6)
of the principal and mandatory sinking fund redemptions due on such First Senior Lien
Obligations; and (B) the sum of any shortfall in transfers required to have been made to the First
Senior Lien Obligations Principal Account on any previous Monthly Funding Date; and (C) if
the Monthly Funding Date is also a principal payment date (or mandatory sinking fund
redemption date) or the last Monthly Funding Date before a principal payment date (or
mandatory sinking fund redemption date) on any First Senior Lien Obligations, any other amount
required to make the amount credited to the First Senior Lien Obligations Principal Account
equal to the amount of principal due on such First Senior Lien Obligations on such principal
payment date or mandatory sinking fund redemption date;

Fifth, on each Monthly Funding Date, to the First Senior Lien Obligations
Reserve Fund (or the applicable Account therein) the amount necessary so that the balance
therein equals the applicable First Senior Lien Obligations Reserve Requirement; provided,
however, that in the event that the Trustee shall have withdrawn moneys in the First Senior Lien
Obligations Reserve Fund or any Account therein for the purpose of paying principal of or
interest on the applicable First Senior Lien Obligations when due as provided in this Indenture,
the Trustee shall limit such deposit to the First Senior Lien Obligations Reserve Fund or the
applicable Account therein, on each of the next twelve Monthly Funding Dates after such
withdrawal, to an amount equal to one-twelfth (1/12th) of the aggregate amount of each such
withdrawal until the amount on deposit in the First Senior Lien Obligations Reserve Fund (or the
applicable Account therein) is equal to the applicable First Senior Lien Obligations Reserve
Requirement; provided further however, that in the event such requirements cannot be fully
funded, the funds available shall be transferred to each Account in the First Senior Lien
Obligations Reserve Fund ratably in accordance with its respective shortfall;

Sixth, (x) on each Monthly Funding Date and on each other date on which the
following amounts shall be due and payable, to the Second Senior Lien Obligations Interest
Account the sum of (A)(1) in the case of Outstanding Second Senior Lien Obligations with
semiannual interest payment dates, one-sixth (1/6) of the amount of the interest payable on such
Second Senior Lien Obligations on the next interest payment date; (2) in the case of Outstanding
Second Senior Lien Obligations with quarterly interest payment dates, one-third (1/3) of the
amount of the interest payable on such Second Senior Lien Obligations on the next interest
payment date; and (3) in the case of Outstanding Second Senior Lien Obligations with monthly
interest payment dates, the amount of interest payable on such Second Senior Lien Obligations
on the next interest payment date; plus (B) the sum of any continuing shortfall in transfers
required to have been made to the Second Senior Lien Obligations Interest Account on any
preceding Monthly Funding Date; plus (C) if such Monthly Funding Date is also an interest
payment date or the last Monthly Funding Date before an interest payment date on any Second
Senior Lien Obligations, any other amount required to make the amount credited to the Second
Senior Lien Obligations Interest Account equal to the amount payable on such Second Senior
Lien Obligations on such interest payment date, and (y) on each Monthly Funding Date, to the applicable Swap Parties, scheduled payments due under any Hedging Obligations, if any, net of any scheduled amounts payable to SANDAG with respect to such scheduled Hedging Obligations, under any Swaps entered into in connection with such Second Senior Lien Obligations;

Seventh, on each Monthly Funding Date and on each other date on which the following amounts shall be due and payable, commencing twelve months before the first annual principal payment date (including any mandatory sinking fund redemption date) or six months before the first semi-annual principal payment date (including any mandatory sinking fund redemption date), to the Second Senior Lien Obligations Principal Account, the sum of (A)(1) in the case of Outstanding Second Senior Lien Obligations with annual principal or mandatory sinking fund payment dates, one-twelfth (1/12) of the principal and mandatory sinking fund redemptions due on such Second Senior Lien Obligations; and (2) in the case of Outstanding Second Senior Lien Obligations with semi-annual principal or mandatory sinking fund payment dates, one-sixth (1/6) of the principal and mandatory sinking fund redemptions due on such Second Senior Lien Obligations; (B) the sum of any shortfall in transfers required to have been made to the Second Senior Lien Obligations Principal Account on any previous Monthly Funding Date; and (C) if the Monthly Funding Date is also a principal payment date (or mandatory sinking fund redemption date) or the last Monthly Funding Date before a principal payment date (or mandatory sinking fund redemption date) on any Second Senior Lien Obligations, any other amount required to make the amount credited to the Second Senior Lien Obligations Principal Account equal to the amount of principal due on such Second Senior Lien Obligations on such principal payment date or mandatory sinking fund redemption date;

Eighth, on each Monthly Funding Date, to the Second Senior Lien Obligations Reserve Fund (or the applicable Account therein), the amount necessary so that the balance therein equals the applicable Second Senior Lien Obligations Reserve Requirement; provided, however, that in the event that the Trustee shall have withdrawn moneys in the Second Senior Lien Obligations Reserve Fund therein for the purpose of paying principal of or interest on the applicable Second Senior Lien Obligations secured thereby when due as provided in this Indenture, the Trustee shall limit such deposit to the Second Senior Lien Obligations Reserve Fund, on each of the next twelve Monthly Funding Dates after such withdrawal, to an amount equal to one-twelfth (1/12th) of the aggregate amount of each such unreplenished withdrawal until the amount on deposit in the Second Senior Lien Obligations Reserve Fund is equal to the applicable Second Senior Lien Obligations Reserve Requirement; provided, further however, that in the event such requirements cannot be fully funded, the funds available shall be transferred to each Account in the Second Senior Lien Obligations Reserve Fund ratably in accordance with its respective shortfall;

Ninth, (x) on each Monthly Funding Date and on each other date on which the following amounts shall be due and payable, to the Subordinate Obligations Interest Account the sum of (A)(1) in the case of Outstanding Subordinate Obligations with semi-annual interest payment dates, one-sixth (1/6) of the interest payable on such Subordinate Obligations on the next interest payment date; (2) in the case of Outstanding Subordinate Obligations with quarterly interest payment dates, one-third (1/3) of the amount of the interest payable on such Subordinate Obligations on the next interest payment date; and (3) in the case of Outstanding Subordinate Obligations on such interest payment date, and (y) on each Monthly Funding Date, to the applicable Swap Parties, scheduled payments due under any Hedging Obligations, if any, net of any scheduled amounts payable to SANDAG with respect to such scheduled Hedging Obligations, under any Swaps entered into in connection with such Second Senior Lien Obligations;
Tenth, on each Monthly Funding Date and on each other date on which the following amounts shall be due and payable, commencing twelve months before the first annual principal payment date (including any mandatory sinking fund redemption date) or six months before the first semi-annual principal payment date (including any mandatory sinking fund redemption date), to the Subordinate Obligations Principal Account the sum of (A)(1) in the case of Outstanding Subordinate Obligations with annual principal payment dates, one-twelfth (1/12) of the principal due on such Subordinate Obligations on the next principal payment date; and (2) in the case of Outstanding Subordinate Obligations with semi-annual principal payment dates, one-sixth (1/6) of the principal redemptions due on such Subordinate Obligations on the next principal payment date; plus (B) the sum of any shortfall in transfers required to have been made to the Subordinate Obligations Principal Account on any previous Monthly Funding Date; plus (C) if the Monthly Funding Date is also a principal payment date or the last Monthly Funding Date before a principal payment date (or mandatory sinking fund redemption date) on any Subordinate Obligations, any other amount required to make the amount credited to the Subordinate Obligations Principal Account equal to the amount of principal due on such Subordinate Obligations on such principal payment date or mandatory sinking fund redemption date;

Eleventh, on each Monthly Funding Date, to the Subordinate Obligations Reserve Fund (or the applicable Account therein), the amount, if any, necessary to increase the balance therein (taking into account amounts then on deposit therein) to the Subordinate Obligations Reserve Requirement;

Twelfth, on each Monthly Funding Date and on each other date on which the following amounts shall be due and payable, to the counterparties to Qualified Swap Agreements or Swaps, an amount equal to any Hedging Termination Obligations payable upon a termination of any such Qualified Swap Agreements or Swaps;

Thirteenth, on each Monthly Funding Date, and only to the extent that funds are then available after application of funds for the purposes specified in the prior First through Twelfth clauses on such Monthly Funding Date, to the Operation and Maintenance Reserve Fund any remaining amounts as may be necessary to increase the amount on deposit therein to equal the Operation and Maintenance Reserve Fund Policy Limit; and

Fourteenth, on each Monthly Funding Date, and only to the extent funds are then available after application of funds for the purposes specified in the prior First through Thirteenth clauses on such Monthly Funding Date, to the Capital Expenditures Fund, all remaining amounts, if any.
To the extent that on any Calculation Date or any other date of determination requested by SANDAG, SANDAG determines that (i) the amounts on deposit in the First Senior Lien Obligations Reserve Fund are in excess of the applicable First Senior Lien Obligations Reserve Requirement, (ii) the amounts on deposit in the Second Senior Lien Obligations Reserve Fund are in excess of the applicable Second Senior Lien Obligations Reserve Requirement, or (iii) amounts on deposit in the Subordinate Obligations Reserve Fund are in excess of the applicable Subordinate Obligations Reserve Requirement, then in each such case, as applicable, the excess amounts shall be transferred into the Toll Revenue Fund.

To the extent that on any Calculation Date or any other date of determination requested by SANDAG, SANDAG determines that the amounts on deposit in the Operation and Maintenance Reserve Fund are in excess of the Operation and Maintenance Reserve Fund Policy Limit, the excess amount shall be transferred into the Capital Expenditures Fund pursuant to a Written Request of SANDAG.

Section 5.04 Project Fund

(a) Accounts. Pursuant to Section 5.02(a) hereof, the Trustee is to establish and create and maintain in trust the following separate Accounts within the Project Fund:

1. the First Senior Lien Obligations Account;
2. the Second Senior Lien Obligations Account;
3. the Subordinate Obligations Account;
4. the Toll Revenues Project Account;
5. [Reserved;] and
6. the Insurance and Condemnation Proceeds Account.

Project Costs shall be paid from the Project Fund and its Accounts, including the First Senior Lien Obligations Account, the Second Senior Lien Obligations Account, the Subordinate Obligations Account and the Insurance and Condemnation Proceeds Account as described below. SANDAG shall be entitled to open new Accounts of the Project Fund for such purposes as may be set forth in a Supplemental Indenture.

(b) First Senior Lien Obligations Account. The net proceeds of each Series of the First Senior Lien Obligations shall be deposited by the Trustee into the applicable sub-account of the First Senior Lien Obligations Account as provided by the applicable Supplemental Indenture. The First Senior Lien Obligations Account and all sub-accounts therein shall be maintained in order to account for the receipt and disbursement of proceeds (and all earnings thereon) of the First Senior Lien Obligations, including but not limited to, the payment of, or reimbursement for a prior payment of, Costs of Issuance of First Senior Lien Obligations and other Project Costs permitted to be paid with the proceeds of such First Senior Lien Obligations. Funds therein shall be disbursed pursuant to a Funds Transfer Certificate in accordance with the provisions of Section 5.22. Notwithstanding anything to the contrary set forth herein, the
amounts on deposit in any such sub-account of the First Senior Lien Obligations Account (and all earnings thereon) shall secure only the First Senior Lien Obligations issued to fund the initial deposit to such sub-account, and such amounts shall be held by the Trustee hereunder solely for the benefit of the holders of such First Senior Lien Obligations until such funds have been disbursed in accordance with this Section.

(c) Second Senior Lien Obligations Account. The net proceeds of Second Senior Lien Obligations shall be deposited by the Trustee into the applicable sub-account of the Second Senior Lien Obligations Account as provided by the applicable Supplemental Indenture. The Second Senior Lien Obligations Account and all sub-accounts therein shall be maintained in order to account for the receipt and disbursement of proceeds (and all earnings thereon) of the Second Senior Lien Obligations, including but not limited to, the payment of, or reimbursement for a prior payment of, Costs of Issuance of Second Senior Lien Obligations and other Project Costs permitted to be paid with the proceeds of such Second Senior Lien Obligations. Funds therein shall be disbursed pursuant to a Funds Transfer Certificate in accordance with the provisions of Section 5.22. Notwithstanding anything to the contrary set forth herein, the amounts on deposit in any such sub-account of the Second Senior Lien Obligations Account (and all earnings thereon) shall secure only the Second Senior Lien Obligations issued to fund the initial deposit to such sub-account, and such amounts shall be held by the Trustee hereunder solely for the benefit of the holders of such Second Senior Lien Obligations until such funds have been disbursed in accordance with this Section.

(d) Subordinate Obligations Account. The net proceeds of Subordinate Obligations shall be deposited by the Trustee into the applicable sub-account of the Subordinate Obligations Account as provided by the applicable Supplemental Indenture. The Subordinate Obligations Account and all sub-accounts therein shall be maintained in order to account for the receipt and disbursement of proceeds (and all earnings thereon) of the Subordinate Obligations, including but not limited to, the payment of, or reimbursement for a prior payment of, Costs of Issuance of Subordinate Obligations and other Project Costs permitted to be paid with the proceeds of such Subordinate Obligations. Funds therein shall be disbursed pursuant to a Funds Transfer Certificate in accordance with the provisions of Section 5.22.

(e) Toll Revenues Project Account. The Toll Revenues Project Account and all sub-accounts therein shall be maintained in order to account for the proceeds (and all earnings thereon) of transfers from the Capital Expenditures Fund pursuant to Section 5.10(b), including the payment of Project Costs permitted to be paid from such amounts. Funds therein shall be disbursed pursuant to a Funds Transfer Certificate in accordance with the provisions of Section 5.22.

(f) Insurance and Condemnation Proceeds Account. Proceeds of fire and other casualty insurance payable to or received by SANDAG with respect to the Toll Road (whether by way of claims, return of premiums, ex gratia settlements or otherwise), and proceeds of any condemnation awards payable to or received by SANDAG with respect to the Toll Road shall be transferred to the Trustee and deposited by the Trustee into the Insurance and Condemnation Proceeds Account. If received prior to an applicable Substantial Completion Date, amounts on deposit in such account shall be used to pay Project Costs and shall be transferred in accordance with subsection (i) below. If received after the applicable Substantial
Completion Date, amounts on deposit in the Insurance and Condemnation Proceeds Account may be used by SANDAG to pay the costs of restoration, repair or rehabilitation of the Toll Road or portion thereof to which such insurance or condemnation proceeds relate; provided, however, that any portion of such amounts that SANDAG elects not to use for such restoration, repair or rehabilitation of the Toll Road or that are in excess of the amount needed for such restoration, repair or rehabilitation of the Toll Road, as evidenced by a Certificate of SANDAG delivered to the Trustee, shall be transferred to the Redemption Fund and applied to the prepayment of principal of Outstanding Highest Priority Obligations.

(g) **Transfers Upon Final Completion.** Any funds remaining on deposit in the Project Fund (or any Account thereof) relating to a Project upon final completion of such Project (as evidenced by delivery to the Trustee of a Certificate of SANDAG), will be deposited into the Toll Revenue Fund, except as otherwise required by any applicable law, including without limitation the Code.

Section 5.05 **Operation and Maintenance Fund.**

(a) SANDAG shall establish and maintain the Operation and Maintenance Fund in accordance herewith.

(b) Upon receipt of amounts transferred to the Operation and Maintenance Fund under Article V of this Indenture, SANDAG shall thereafter apply the funds in the Operation and Maintenance Fund for the payment of Operation and Maintenance Expenses in accordance with the terms of this Indenture.

Section 5.06 **First Senior Lien Obligations Reserve Fund.**

(a) On the date of issuance of any Series of First Senior Lien Obligations that has a First Senior Lien Obligations Reserve Requirement, the First Senior Lien Obligations Reserve Requirement for those First Senior Lien Obligations shall be deposited in the First Senior Lien Obligations Reserve Fund in an Account solely for the benefit of those First Senior Lien Obligations. Alternatively, the Supplemental Indenture for any Series of First Senior Lien Obligations may establish a pooled First Senior Lien Obligations Reserve Requirement for that Series of First Senior Lien Obligations and any one or more subsequently issued Series of First Senior Lien Obligations with the same pooled First Senior Lien Obligations Reserve Requirement, in which case the First Senior Lien Obligations Reserve Requirement for the initial issue of such First Senior Lien Obligations shall be deposited in the First Senior Lien Obligations Reserve Fund in an Account solely for the benefit of those First Senior Lien Obligations and any additional First Senior Lien Obligations with the same pooled First Senior Lien Obligations Reserve Requirement, and on the date of issuance of any such additional First Senior Lien Obligations, there shall be deposited in the Account the amount necessary to increase the balance in the Account to an amount equal to the First Senior Lien Obligations Reserve Requirement for all First Senior Lien Obligations secured by that Account.

(b) Monies on deposit in each Account within the First Senior Lien Obligations Reserve Fund shall be applied by the Trustee as follows:
(1) If on any (x) interest payment date for First Senior Lien Obligations secured by an Account within the First Senior Lien Obligations Reserve Fund, (y) principal payment date for such First Senior Lien Obligations or (z) redemption date on which such First Senior Lien Obligations are subject to mandatory sinking fund redemption, the amount on deposit in the applicable Account of the First Senior Lien Obligations Fund, determined after taking into account all amounts transferred to such Account of the First Senior Lien Obligations Fund in accordance with clauses Third and Fourth of Section 5.03(b), and amounts transferred from the following Funds in the following order of priority, the Capital Expenditures Fund and the Toll Revenue Fund in accordance with this Indenture on or prior to such date, is not sufficient to pay interest and/or principal and/or the redemption price (excluding any redemption premium) due on such First Senior Lien Obligations, then moneys shall be transferred to the First Senior Lien Obligations Interest Account and/or the First Senior Lien Obligations Principal Account, as applicable, from the applicable Account of the First Senior Lien Obligations Reserve Fund which, together with moneys then on deposit in the applicable Account of the First Senior Lien Obligations Fund, will be sufficient to pay interest and/or principal and/or the redemption price (excluding any redemption premium) due on such First Senior Lien Obligations on such date. Moneys shall be transferred first to the First Senior Lien Obligations Interest Account until such Account, together with any available funds then on deposit in the First Senior Lien Obligations Interest Account, is sufficiently funded with respect to such First Senior Lien Obligations and thereafter, to the First Senior Lien Obligations Principal Account until such Account, together with any available funds then on deposit in the First Senior Lien Obligations Principal Account, is sufficiently funded with respect to such First Senior Lien Obligations.

(2) Upon the maturity of First Senior Lien Obligations secured by funds on deposit in an Account of the First Senior Lien Obligations Reserve Fund or upon the earlier redemption of all or any portion of such First Senior Lien Obligations, SANDAG may direct the Trustee to transfer amounts on deposit in the applicable Account of the First Senior Lien Obligations Reserve Fund to the First Senior Lien Obligations Principal Account for application to the final payment of principal of all or a portion of the First Senior Lien Obligations secured thereby or to an escrow account established for defeasance of such First Senior Lien Obligations pursuant to Article X hereof, provided that, if less than all of the First Senior Lien Obligations mature or are redeemed, the amount remaining on deposit in such Account of the First Senior Lien Obligations Reserve Fund following any such transfer shall not be less than the First Senior Lien Obligations Reserve Requirement applicable to the First Senior Lien Obligations secured thereby to remain Outstanding.

(3) Except as provided in paragraph (2) above, any amounts on deposit in an Account of the First Senior Lien Obligations Reserve Fund in excess of the applicable First Senior Lien Obligations Reserve Requirement shall be applied in accordance with Section 5.03(c) of this Indenture.

(c) The lien on the First Senior Lien Obligations Reserve Fund (and all earnings thereon) shall apply only to the First Senior Lien Obligations and the related interest of the Holder of such First Senior Lien Obligations with respect to amounts on deposit in such Fund.
from time to time, and such amounts shall be solely for the benefit of such holder of First Senior Lien Obligations until such funds have been disbursed in accordance with this Section. If necessary, SANDAG shall instruct the Trustee to create Accounts within the First Senior Lien Obligations Reserve Fund to facilitate compliance with the provisions of this paragraph.

(d) The First Senior Lien Obligations Reserve Requirement for any Series of First Senior Lien Obligations may be permitted or required by the Supplemental Indenture establishing the First Senior Lien Obligations Reserve Requirement to be funded in whole or in part with a Reserve Facility. The terms and conditions for any Reserve Facility shall be set forth in the Reserve Facility or the Supplemental Indenture establishing the First Senior Lien Obligations Reserve Requirement to be met in whole or in part by the Reserve Facility, provided that those terms and conditions shall conform to and be consistent with the provisions set forth in this Section 5.06. The Trustee shall withdraw cash (and liquidate investments to produce cash) and draw on Reserve Facilities in or with respect to any Account in the First Senior Lien Obligations Reserve Fund to fund payments of principal of and interest on First Senior Lien Obligations supported by such Account in the First Senior Lien Obligations Reserve Fund in the manner and in the order specified herein and in the applicable Supplemental Indenture or Supplemental Indentures. This Indenture shall not be discharged until all Reserve Facility Costs owing to a Reserve Facility Provider have been paid in full.

Section 5.07 Second Senior Lien Obligations Reserve Fund.

(a) On the date of issuance of any Series of Second Senior Lien Obligations that has a Second Senior Lien Obligations Reserve Requirement, the Second Senior Lien Obligations Reserve Requirement for those Second Senior Lien Obligations shall be deposited in the Second Senior Lien Obligations Reserve Fund in an Account solely for the benefit of those Second Senior Lien Obligations. Alternatively, the Supplemental Indenture for any Series of Second Senior Lien Obligations may establish a pooled Second Senior Lien Obligations Reserve Requirement for those Second Senior Lien Obligations and any one or more subsequently issued Second Senior Lien Obligations with the same pooled Second Senior Lien Obligations Reserve Requirement, in which case the Second Senior Lien Obligations Reserve Requirement for the initial issue of such Second Senior Lien Obligations shall be deposited in the Second Senior Lien Obligations Reserve Fund in an Account solely for the benefit of those Second Senior Lien Obligations and any additional Second Senior Lien Obligations with the same pooled Second Senior Lien Obligations Reserve Requirement, and on the date of issuance of any such additional Second Senior Lien Obligations, there shall be deposited in the Account the amount necessary to increase the balance in the Account to an amount equal to the Second Senior Lien Obligations Reserve Requirement for all Second Senior Lien Obligations secured by that Account.

(b) Monies on deposit in each Account within the Second Senior Lien Obligations Reserve Fund shall be applied by the Trustee as follows:

(1) If on any (x) interest payment date for Second Senior Lien Obligations secured by an Account within the Second Senior Lien Obligations Reserve Fund, (y) principal payment date for such Second Senior Lien Obligations or (z) redemption date on which such Second Senior Lien Obligations are subject to mandatory sinking fund redemption, the amount on deposit in the applicable Account of the Second
Senior Lien Obligations Fund, determined after taking into account all amounts transferred to such Account of the Second Senior Lien Obligations Fund in accordance with clauses Sixth and Seventh of Section 5.03(b), and amounts transferred from the following Funds in the following order of priority, the Capital Expenditures Fund and the Toll Revenue Fund in accordance with this Indenture on or prior to such date, is not sufficient to pay interest and/or principal and/or the redemption price (excluding any redemption premium) due on such Second Senior Lien Obligations, then moneys shall be transferred to the Second Senior Lien Obligations Interest Account and/or the Second Senior Lien Obligations Principal Account, as applicable, from the applicable Account of the Second Senior Lien Obligations Reserve Fund which, together with moneys then on deposit in the applicable Account of the Second Senior Lien Obligations Fund, will be sufficient to pay interest and/or principal and/or the redemption price (excluding any redemption premium) due on such Second Senior Lien Obligations on such date. Moneys shall be transferred first to the Second Senior Lien Obligations Interest Account until such Account, together with any available funds then on deposit in the Second Senior Lien Obligations Interest Account, is sufficiently funded with respect to such Second Senior Lien Obligations and thereafter, to the Second Senior Lien Obligations Principal Account until such Account, together with any available funds then on deposit in the Second Senior Lien Obligations Principal Account, is sufficiently funded with respect to such Second Senior Lien Obligations.

(2) Upon the maturity of Second Senior Lien Obligations secured by funds on deposit in an Account of the Second Senior Lien Obligations Reserve Fund or upon the earlier redemption of all or any portion of such Second Senior Lien Obligations, SANDAG may direct the Trustee to transfer amounts on deposit in the applicable Account within the Second Senior Lien Obligations Reserve Fund to the Second Senior Lien Obligations Principal Account for application to the final payment of principal of all or a portion of the Second Senior Lien Obligations secured thereby or to an escrow account established for defeasance of such Second Senior Lien Obligations pursuant to Article X hereof, provided that, if less than all of the Second Senior Lien Obligations mature or are redeemed, the amount remaining on deposit in such Account of the Second Senior Lien Obligations Reserve Fund following any such transfer shall not be less than the Second Senior Lien Obligations Reserve Requirement applicable to the Second Senior Lien Obligations secured thereby to remain Outstanding.

(3) Except as provided in paragraph (2) above, any amounts on deposit in an Account of the Second Senior Lien Obligations Reserve Fund in excess of the applicable Second Senior Lien Obligations Reserve Requirement shall be applied in accordance with Sections 5.03(c) of this Indenture.

(c) The lien on the Second Senior Lien Obligations Reserve Fund (and all earnings thereon) shall apply only to the Second Senior Lien Obligations and the related interest of the Holder of such Second Senior Lien Obligations with respect to amounts on deposit in such Fund from time to time, and such amounts shall be solely for the benefit of such holder of Second Senior Lien Obligations until such funds have been disbursed in accordance with this Section. If necessary, SANDAG shall instruct the Trustee to create Accounts within the Second
Senior Lien Obligations Reserve Fund to facilitate compliance with the provisions of this paragraph.

(d) The Second Senior Lien Obligations Reserve Requirement for any Series of Second Senior Lien Obligations may be permitted or required by the Supplemental Indenture establishing the Second Senior Lien Obligations Reserve Requirement to be funded in whole or in part with a Reserve Facility. The terms and conditions for any Reserve Facility shall be set forth in the Reserve Facility or the Supplemental Indenture establishing the Second Senior Lien Obligations Reserve Requirement to be met in whole or in part by the Reserve Facility, provided that those terms and conditions shall conform to and be consistent with the provisions set forth in this Section 5.07. The Trustee shall withdraw cash (and liquidate investments to produce cash) and draw on Reserve Facilities in or with respect to any Account in the Second Senior Lien Obligations Reserve Fund to fund payments of principal of and interest on Second Senior Lien Obligations supported by such Account in the Second Senior Lien Obligations Reserve Fund in the manner and in the order specified herein and in the applicable Supplemental Indenture or Supplemental Indentures. This Indenture shall not be discharged until all Reserve Facility Costs owing to a Reserve Facility Provider have been paid in full.

Section 5.08 Subordinate Obligations Reserve Fund.

(a) The Subordinate Obligations Reserve Requirement for those Subordinate Obligations secured by the Subordinate Obligations Reserve Fund or an Account therein shall be deposited in the Subordinate Obligations Reserve Fund in an Account solely for the benefit of those Subordinate Obligations on the dates and in the amounts set forth in the Supplemental Indenture authorizing the issuance of such Subordinate Obligations; provided, however, alternatively, the Supplemental Indenture for any Series of Subordinate Obligations may establish a pooled Subordinate Obligations Reserve Requirement for those Subordinate Obligations and any one or more subsequently issued Subordinate Obligations with the same pooled Subordinate Obligations Reserve Requirement, in which case the Subordinate Obligations Reserve Requirement for the initial issue of such Subordinate Obligations shall be deposited in the Subordinate Obligations Reserve Fund in an Account solely for the benefit of those Subordinate Obligations and any additional Subordinate Obligations with the same pooled Subordinate Obligations Reserve Requirement, and on the date of issuance of any such additional Subordinate Obligations, there shall be deposited in the Account the amount necessary to increase the balance in the Account to an amount equal to the Subordinate Obligations Reserve Requirement for all Subordinate Obligations secured by that Account.

(b) Monies on deposit in each Account within the Subordinate Obligations Reserve Fund shall be applied by the Trustee as follows:

(1) If on any (x) interest payment date for Subordinate Obligations secured by an Account within the Subordinate Obligations Reserve Fund, (y) principal payment date for such Subordinate Obligations or (z) redemption date on which such Subordinate Obligations are subject to mandatory sinking fund redemption, the amount on deposit in the applicable Account of the Subordinate Obligations Fund, determined after taking into account all amounts transferred to such Account of the Subordinate Obligations Fund in accordance with clauses Ninth and Tenth of Section 5.03(b), and
amounts transferred from the following Funds in the following order of priority, the Capital Expenditures Fund and the Toll Revenue Fund in accordance with this Indenture on or prior to such date, is not sufficient to pay interest and/or principal and/or the redemption price (excluding any redemption premium) due on such Subordinate Obligations, then moneys shall be transferred to the Subordinate Obligations Interest Account and/or the Subordinate Obligations Principal Account, as applicable, from the applicable Account of the Subordinate Obligations Reserve Fund which, together with moneys then on deposit in the applicable Account of the Subordinate Obligations Fund, will be sufficient to pay interest and/or principal and/or the redemption price (excluding any redemption premium) due on such Subordinate Obligations on such date. Moneys shall be transferred first to the Subordinate Obligations Interest Account until such Account, together with any available funds then on deposit in the Subordinate Obligations Interest Account, is sufficiently funded with respect to such Subordinate Obligations and thereafter, to the Subordinate Obligations Principal Account until such Account, together with any available funds then on deposit in the Subordinate Obligations Principal Account, is sufficiently funded with respect to such Subordinate Obligations.

(2) Upon the maturity of Subordinate Obligations secured by funds on deposit in an Account of the Subordinate Obligations Reserve Fund or upon the earlier redemption of all or any portion of such Subordinate Obligations, SANDAG may direct the Trustee to transfer amounts on deposit in the applicable Account within the Subordinate Obligations Reserve Fund to the Subordinate Obligations Principal Account for application to the final payment of principal of all or a portion of the Subordinate Obligations secured thereby or to an escrow account established for defeasance of such Subordinate Obligations pursuant to Article X hereof, provided that, if less than all of the Subordinate Obligations mature or are redeemed, the amount remaining on deposit in such Account of the Subordinate Obligations Reserve Fund following any such transfer shall not be less than the Subordinate Obligations Reserve Requirement applicable to the Subordinate Obligations secured thereby to remain Outstanding.

(3) Except as provided in paragraph (2) above, any amounts on deposit in an Account of the Subordinate Obligations Reserve Fund in excess of the applicable Subordinate Obligations Reserve Requirement shall be applied in accordance with Section 5.03(c) of this Indenture.

(c) The lien on the Subordinate Obligations Reserve Fund (and all earnings thereon) shall apply only to the Subordinate Obligations and the related interest of the Holder of such Subordinate Obligations with respect to amounts on deposit in such Fund from time to time, and such amounts shall be solely for the benefit of such holder of Subordinate Obligations until such funds have been disbursed in accordance with this Section. If necessary, SANDAG shall instruct the Trustee to create Accounts within the Subordinate Obligations Reserve Fund to facilitate compliance with the provisions of this paragraph.

(d) The Subordinate Obligations Reserve Requirement for any Series of Subordinate Obligations may be permitted or required by the Supplemental Indenture establishing the Subordinate Obligations Reserve Requirement to be funded in whole or in part
with a Reserve Facility. The terms and conditions for any Reserve Facility shall be set forth in
the Reserve Facility or the Supplemental Indenture establishing the Subordinate Obligations
Reserve Requirement to be met in whole or in part by the Reserve Facility, provided that those
terms and conditions shall conform to and be consistent with the provisions set forth in this
Section 5.08. The Trustee shall withdraw cash (and liquidate investments to produce cash) and
draw on Reserve Facilities in or with respect to any Account in the Subordinate Obligations
Reserve Fund to fund payments of principal of and interest on Subordinate Obligations
supported by such Account in the Subordinate Obligations Reserve Fund in the manner and in
the order specified herein and in the applicable Supplemental Indenture or Supplemental
Indentures. This Indenture shall not be discharged until all Reserve Facility Costs owing to a
Reserve Facility Provider have been paid in full.

Section 5.09  Operation and Maintenance Reserve Fund

(a)  On each Monthly Funding Date, the Trustee shall, in accordance with
clause Thirteenth of Section 5.03(b), cause amounts in the Toll Revenue Fund, to the extent
available after application of funds for the purposes specified in clauses First through Twelfth
of Section 5.03(b), to be deposited into the Operation and Maintenance Reserve Fund as may be
necessary to increase the amount on deposit therein to equal the Operation and Maintenance
Reserve Fund Policy Limit.

(b)  In the event that SANDAG delivers to the Trustee a Written Request of
SANDAG certifying that (i) at any time, monies on deposit in the Operation and Maintenance
Fund are insufficient to pay Operation and Maintenance Expenses then due and payable, or (ii)
on any Monthly Funding Date, monies on deposit in the Toll Revenue Fund are insufficient to
make the deposits required by clause First of Section 5.03(b), then, to the extent funds are on
deposit in the Operation and Maintenance Reserve Fund, the Trustee shall transfer such funds to
the Operation and Maintenance Fund in an amount sufficient to cure such deficiency.

(c)  If on the Business Day prior to an interest payment date or principal
payment date, the amount then on deposit in the First Senior Lien Obligations Fund, the Second
Senior Lien Obligations Fund or the Subordinate Obligations Fund is insufficient to pay the
principal of, and/or interest on, the related First Senior Lien Obligations, Second Senior Lien
Obligations and/or Subordinate Obligations secured thereby then due, the Trustee shall make the
following transfers from amounts on deposit in the Operation and Maintenance Reserve Fund in
the following order of priority; first, to the First Senior Lien Obligations Fund, the amount
necessary to pay principal and interest due and payable on such interest payment date or
principal payment date on the First Senior Lien Obligations; second, to the Second Senior Lien
Obligations Fund, the amount necessary to pay principal and interest due and payable on such
interest payment date or principal payment date on the Second Senior Lien Obligations and third,
to the Subordinate Obligations Fund, the amount necessary to pay principal and interest due and
payable on such interest payment date or principal payment date on the Subordinate Obligations.

Section 5.10  Capital Expenditures Fund; Distribution Fund

(a)  On each Monthly Funding Date, the Trustee shall, in accordance with
clause [Sixteenth] of Section 5.03(b), cause amounts in the Toll Revenue Fund, to the extent
available after application of funds for the purposes specified in clauses First through Thirteenth of Section 5.03(b), to be deposited into the Capital Expenditures Fund.

(b) In the event that SANDAG delivers to the Trustee a Written Request of SANDAG certifying that (i) SANDAG expects to make specified expenditures for Project Costs relating to any Project, (ii) such Project Costs are lawfully payable from Toll Revenues pursuant to the Act, the Toll Road Act or as otherwise authorized by law, (iii) no Event of Default has occurred and is continuing hereunder, (iv) no Event of Default would, including with the passage of time or the giving of notice, as applicable, occur hereunder as a result of the transfer of funds from the Capital Expenditures Fund to the Toll Revenues Project Account for application to pay Project Costs as specified in the Written Request, and (v) there is no shortfall in funding the amounts required by clauses First through [Thirteenth] of Section 5.03(c), then, to the extent funds are on deposit in the Capital Expenditures Fund, the Trustee shall transfer such funds or any portion thereof to the Toll Revenues Project Account established within the Project Fund, or any subaccount thereof, as directed in the Written Request of SANDAG.

(c) If on the Business Day prior to an interest payment date or principal payment date, the amount then on deposit in the First Senior Lien Obligations Fund, the Second Senior Lien Obligations Fund or the Subordinate Obligations Fund is insufficient to pay the principal of, and/or interest on, the related First Senior Lien Obligations, Second Senior Lien Obligations and/or Subordinate Obligations secured thereby then due, the Trustee shall make the following transfers from amounts on deposit in the Capital Expenditures Fund in the following order of priority; first, to the First Senior Lien Obligations Fund, the amount necessary to pay principal and interest due and payable on such interest payment date or principal payment date on the First Senior Lien Obligations; second, to the Second Senior Lien Obligations Fund, the amount necessary to pay principal and interest due and payable on such interest payment date or principal payment date on the Second Senior Lien Obligations and third, to the Subordinate Obligations Fund, the amount necessary to pay principal and interest due and payable on such interest payment date or principal payment date on the Subordinate Obligations.

(d) On June 1 and December 1 each year, after the payment of all amounts due on SANDAG’s Obligations on such date, any amounts remaining on deposit in the Capital Expenditures Fund in excess of the Capital Expenditures Fund Retained Balance Requirement shall be transferred to the Distribution Fund; provided that, to the actual knowledge of the Trustee, no Event of Default has occurred and is continuing hereunder and that there is no shortfall in funding the amounts required by clauses First through Thirteenth of Section 5.03(c) on such date.

(e) Funds on deposit in the Distribution Fund and funds credited to such Fund will not be subject to the lien and pledge of this Indenture, and SANDAG will have the exclusive right to withdraw or otherwise dispose of or transfer funds on deposit in the Distribution Fund to any account (or to such Person) as directed by SANDAG in writing in its sole discretion.

Section 5.11 Rebate Fund. There shall be deposited in the Rebate Fund amounts transferred in accordance with clause Second Section 5.03(b). All money at any time deposited in the Rebate Fund shall be held by the Trustee to satisfy the Rebate Requirement (as defined in the Tax Certificate) for payment to the United States of America. The Trustee shall
have no responsibility with respect to the Rebate Fund or the Rebate Requirement except to follow the written instructions of SANDAG.

Section 5.12 First Senior Lien Obligations Interest Account.

(a) On each Monthly Funding Date, the Trustee shall, in accordance with clause Third of Section 5.03(b), cause amounts in the Toll Revenue Fund, to the extent available after application of funds for the purposes specified in clauses First and Second of Section 5.03(b), and before making any transfers to the First Senior Lien Obligations Fund from the Capital Expenditures Fund in accordance with Section 5.10(c) and from the First Senior Lien Obligations Reserve Fund in accordance with Section 5.06(b), in such order of priority, to be deposited into the First Senior Lien Obligations Interest Account.

(b) On the Business Day prior to each date when the interest portion of debt service on any First Senior Lien Obligations shall be due and payable, monies on deposit in the First Senior Lien Obligations Interest Account shall be applied pro rata to the payment of the interest due on such First Senior Lien Obligations in accordance with this Indenture.

Section 5.13 First Senior Lien Obligations Principal Account.

(a) On each Monthly Funding Date, the Trustee shall, in accordance with clause Fourth of Section 5.03(b), cause amounts in the Toll Revenue Fund, to the extent available after application of funds for the purposes specified in clauses First through Third of Section 5.03(b), and before making any transfers to the First Senior Lien Obligations Fund from the Capital Expenditures Fund in accordance with Section 5.10(c) and from the First Senior Lien Obligations Reserve Fund in accordance with Section 5.06(b), in such order of priority, to be deposited into the First Senior Lien Obligations Principal Account.

(b) On the Business Day prior to each date when the principal portion of debt service (including any mandatory sinking fund redemption payments) on any First Senior Lien Obligations shall be due and payable, monies on deposit in the First Senior Lien Obligations Principal Account shall be applied pro rata to the payment of the principal portion of such First Senior Lien Obligations in accordance with this Indenture.

Section 5.14 Second Senior Lien Obligations Interest Account.

(a) On each Monthly Funding Date, the Trustee shall, in accordance with clause Sixth of Section 5.03(b), cause amounts in the Toll Revenue Fund, to the extent available after application of funds for the purposes specified in clauses First through Fifth of Section 5.03(b), and before making any transfers to the Second Senior Lien Obligations Fund from the Capital Expenditures Fund in accordance with Section 5.10(c) and from the Second Senior Lien Obligations Reserve Fund in accordance with Section 5.07(b), in such order of priority, to be deposited into the Second Senior Lien Obligations Interest Account.

(b) On the Business Day prior to each date when the interest portion of debt service on any Second Senior Lien Obligations shall be due and payable, monies on deposit in the Second Senior Lien Obligations Interest Account shall be transferred pro rata to the trustee for the interest due on such Second Senior Lien Obligations in accordance with this Indenture.
Section 5.15 Second Senior Lien Obligations Principal Account.

(a) On each Monthly Funding Date, the Trustee shall, in accordance with clause Seventh of Section 5.03(b), cause amounts in the Toll Revenue Fund, to the extent available after application of funds for the purposes specified in clauses First through Sixth of Section 5.03(b), and before making any transfers to the Second Senior Lien Obligations Fund from the Capital Expenditures Fund in accordance with Section 5.10(c) and from the Second Senior Lien Obligations Reserve Fund in accordance with Section 5.07(b), in such order of priority, to be deposited into the Second Senior Lien Obligations Principal Account.

(b) On the Business Day prior to the date when the principal portion of debt service (including any mandatory sinking fund redemption payments) on any Second Senior Lien Obligations shall be due and payable, monies on deposit in the Second Senior Lien Obligations Principal Account shall be transferred pro rata to the trustee for the principal portion of such Second Senior Lien Obligations in accordance with this Indenture.

Section 5.16 Subordinate Obligations Interest Account.

(a) On each Monthly Funding Date, the Trustee shall, in accordance with clause Ninth of Section 5.03(b), cause amounts in the Toll Revenue Fund, to the extent available after application of funds for the purposes specified in clauses First through Eighth of Section 5.03(b), and before making any transfers to the Subordinate Obligations Fund from the Capital Expenditures Fund in accordance with Section 5.10(c) and from the Subordinate Obligations Reserve Fund in accordance with Section 5.08(b), in such order of priority, to be deposited into the Subordinate Obligations Interest Account.

(b) On the Business Day prior to the date when the interest portion of debt service on any Subordinate Obligations shall be due and payable, monies on deposit in the Subordinate Obligations Interest Account shall be transferred to the trustee for or Holder of such Subordinate Obligations in accordance with this Indenture.

Section 5.17 Subordinate Obligations Principal Account.

(a) On each Monthly Funding Date, the Trustee shall, in accordance with clause Tenth of Section 5.03(b), cause amounts in the Toll Revenue Fund, to the extent available after application of funds for the purposes specified in clauses First through Ninth and, to the extent applicable, Tenth and Eleventh, of Section 5.03(b), and before making any transfers to the Subordinate Obligations Fund from the Capital Expenditures Fund in accordance with Section 5.10(c) and from the Subordinate Obligations Reserve Fund in accordance with Section 5.08(b), in such order of priority, to be deposited into the Subordinate Obligations Principal Account.

(b) On the Business Day prior to the date when the interest portion of debt service on any Subordinate Obligations shall be due and payable, monies on deposit in the Subordinate Obligations Principal Account shall be transferred to the trustee for or Holder of such Subordinate Obligations in accordance with this Indenture.

Section 5.18 Establishment and Application of the Redemption Fund. The Trustee shall establish, maintain and hold in trust a special Fund designated as the "Redemption
Fund.” All moneys deposited by SANDAG with the Trustee for the purpose of redeeming Obligations of any Series (other than pursuant to a mandatory sinking fund redemption) shall, unless otherwise provided in the Supplemental Indenture establishing the terms and conditions for such Series Obligations, be deposited in the Redemption Fund. All amounts deposited in the Redemption Fund shall be used and withdrawn by the Trustee solely for the purpose of redeeming Obligations of such Series and maturity as shall be specified by SANDAG in a Written Request of SANDAG delivered to the Trustee, in the manner, at the times and upon the terms and conditions specified in the Supplemental Indenture pursuant to which such Series of Obligations was issued. Such Written Request of SANDAG may specify that amounts on deposit in the Redemption Fund that remain unclaimed for a specified period of time shall be paid to SANDAG, and the Trustee shall pay such unclaimed amounts to SANDAG in accordance with the Written Request of SANDAG.

Section 5.19 Records. The Trustee shall cause to be kept and maintained records pertaining to each Fund and Account held by it and all disbursements therefrom and shall deliver monthly to SANDAG statements of activity with respect to such Funds and Accounts, provided that the Trustee shall not be obligated to report as to any Fund or Account that (a) has a balance of zero and (b) has not had any activity since the last reporting date.

Section 5.20 Investment by Trustee. Unless otherwise provided in a Supplemental Indenture, moneys held by the Trustee in the Funds and Accounts created hereunder shall be invested and reinvested in Permitted Investments in accordance with the written instructions of an Authorized Representative.

Unless otherwise specified in the Supplemental Indenture with respect to a Fund or Account created pursuant to such Supplemental Indenture, all Permitted Investments shall be held by or under the control of the Trustee and shall be deemed at all times to be a part of the Fund or Account that was used to purchase the Permitted Investment. Unless otherwise provided by a Written Request of SANDAG or in a Supplemental Indenture with respect to a Fund or Account created pursuant thereto, all interest, profits and other income received from the investment of moneys in any Fund or Account held by the Trustee, other than the Rebate Fund and the Accounts in the Project Fund, shall be transferred to the Toll Revenue Fund when received. All interest, profits and other income received from the investment of moneys in the Rebate Fund shall be deposited in the Rebate Fund. All interest, profits and other income received from the investment of monies in the Operation and Maintenance Fund shall be deposited in the Operation and Maintenance Fund. All interest, profits and other income received from the investment of monies in the Distribution Fund shall be deposited in the Distribution Fund. Unless otherwise provided in a Supplemental Indenture establishing an Account within the Project Fund, all interest, profits and other income received from the investment of moneys in an Account within the Project Fund shall be deposited in such Account. Notwithstanding anything to the contrary contained in this paragraph, an amount of interest received with respect to any Permitted Investment equal to the amount of accrued interest, if any, paid as part of the purchase price of such Permitted Investment shall be credited to the Fund or Account from which such accrued interest was paid.

The Trustee is authorized and directed to cause to be sold or redeemed and reduced to cash a sufficient amount of Permitted Investments whenever the cash balance in any
Fund or Account is or will be insufficient to make any required disbursement. The Trustee shall not be responsible for any depreciation in the value of any Permitted Investment or for any loss resulting from such sale or redemption. Absent a Written Request of SANDAG instructing the Trustee how to invest the cash balance in a Fund or Account held by the Trustee hereunder, the Trustee shall hold such cash balances uninvested pending its receipt of such a Written Request of SANDAG.

All Permitted Investments credited to the First Senior Lien Obligations Reserve Fund, the Second Senior Lien Obligations Reserve Fund or the Subordinate Obligations Reserve Fund shall be valued by the Trustee as of each Calculation Date. All Permitted Investments credited to the First Senior Lien Obligations Reserve Fund, the Second Senior Lien Obligations Reserve Fund or the Subordinate Obligations Reserve Fund shall be valued at their fair market value determined to the extent practical by reference to the closing bid price thereof published in The Wall Street Journal or any other financial publication or generally recognized pricing information service selected by the Trustee in its discretion. The Trustee may use and rely conclusively and without liability upon any generally recognized pricing information service (including brokers and dealers in securities) available to it.

SANDAG acknowledges that regulations of the Comptroller of the Currency grant SANDAG the right to receive brokerage confirmations of the security transactions as they occur, at no additional cost. To the extent permitted by law, SANDAG specifically waives compliance with 12 C.F.R. 12 and hereby notifies the Trustee that no brokerage confirmations need be sent relating to the security transactions as they occur.

The Trustee or its affiliates may act as sponsor, advisor, principal or agent in the acquisition or disposition of any investment with the prior written approval of an Authorized Representative. The Trustee may commingle any of the moneys held by it pursuant to this Indenture (except for amounts on deposit in the Rebate Fund and any Fund or Account established to hold the proceeds of a drawing on any Credit Support Instrument) for investment purposes only; provided, however, that the Trustee shall account separately for the moneys belonging to each Fund or Account established pursuant to this Indenture and held by it. SANDAG shall not commingle the moneys held by it in the Operation and Maintenance Fund with any other funds held by SANDAG. The Trustee may rely on the investment directions of SANDAG as to both the suitability and legality of the directed investments.

Section 5.21 Subsidy Payments. SANDAG irrevocably directs that all Subsidy Payments with respect to First Senior Lien Bonds be made directly to the Trustee for deposit in the First Senior Lien Obligations Interest Account pursuant to this Indenture. SANDAG irrevocably directs that all Subsidy Payments with respect to Second Senior Lien Obligations be made directly to the Trustee for deposit in the Second Senior Lien Obligations Interest Account pursuant to this Indenture. SANDAG irrevocably directs that all Subsidy Payments with respect to Subordinate Obligations be made directly to the Trustee for deposit in the Subordinate Obligations Fund pursuant to this Indenture. Any such Subsidy Payments received by SANDAG shall be promptly remitted to the Trustee. The Trustee shall deposit all such Subsidy Payments to the applicable Account upon receipt thereof.
Section 5.22  Withdrawal and Application of Funds; Priority of Transfers from Funds and Accounts.

(a) Except as provided in Sections 5.06, 5.07, 5.08, 5.09, 5.10, 5.11, 5.12, 5.13, 5.14, 5.15, 5.17 and 5.18, each withdrawal or transfer of funds from the Funds and Accounts by the Trustee on behalf of SANDAG in accordance herewith shall be made pursuant to an executed Funds Transfer Certificate, which certificate shall be provided and prepared by SANDAG in accordance with the terms hereof and shall contain a certification by SANDAG that such withdrawal or transfer complies with the requirements of this Indenture.

(b) The Funds Transfer Certificate relating to each applicable Fund or Account shall be delivered to the Trustee (with a copy to the trustee for or Holder of any Second Senior Lien Obligations or Subordinate Obligations) no later than two (2) Business Days prior to each date on which funds are proposed to be withdrawn from the applicable Fund or Account or transferred from a Fund or Account to another Fund or Account in accordance with this Indenture. The Trustee shall comply with any such Funds Transfer Certificate; provided, that if the trustee for or Holder of Second Senior Lien Obligations or Subordinate Obligations provides written notice to the Trustee, SANDAG and the other Secured Creditors that any payment, withdrawal or transfer of funds is not in compliance with this Indenture or the other Financing Documents and specifies such non-compliance in such notice, SANDAG shall not be entitled to cause such proposed withdrawal until such time as it has submitted a revised Funds Transfer Certificate which complies with the terms hereof or thereof.

(c) SANDAG shall have the right to withdraw or cause to be transferred funds from the Operation and Maintenance Fund solely for the purpose of payment of Operation and Maintenance Expenses, at any time, without any approval or consent of the Trustee or any other person.

(d) Each Funds Transfer Certificate requesting a disbursement from an Account within the Project Fund shall contain the following certifications by SANDAG:

   (1) the names of the persons, firms or corporations to whom each such payment is due, including SANDAG in the case of reimbursements or the Trustee in the case of payments of capitalized interest;

   (2) the respective amounts to be paid or reimbursed to such entities;

   (3) the purpose or Project Cost by general classification for which each such obligation to be paid or reimbursed was incurred;

   (4) that obligations in the stated amounts have been incurred by SANDAG and presently are due and payable (except with respect to requisitions for capitalized interest, in which case amounts requisitioned, together with expected earnings from investment thereof, do not exceed amounts properly capitalizable as interest related to projects prior to their completion), or properly are reimbursable to SANDAG, and that each item thereof is a Project Cost, is a proper charge against the applicable Account in the Project Fund, and has not been paid or reimbursed previously;
(5) that there has not been filed with or served on SANDAG any notice of lien, right of lien, or attachment upon or claim affecting the right of any person, firm or corporation named in such requisition to receive payment of any amounts which has not been released or will not be released simultaneously with the payment of such obligation; and

(6) that, as of the date of such Funds Transfer Certificate, no event or condition exists that constitutes, or that with the notice or lapse of time or both, would constitute, an Event of Default under this Indenture.

ARTICLE VI

COVENANTS OF SANDAG

Section 6.01 Punctual Payment and Performance. SANDAG will punctually pay the principal of and the interest on (and redemption premiums, if any, to become due on) its Obligations hereunder in strict conformity with the terms of the Act, this Indenture and such Obligations, and will faithfully observe and perform all of the agreements and covenants contained in this Indenture and such Obligations.

Section 6.02 Against Encumbrances. SANDAG will not create or cause or permit to be created any pledge, lien, charge or encumbrance having priority over the lien of the First Senior Lien Obligations upon any part of the Trust Estate, except for Operation and Maintenance Expenses payable from Revenue. SANDAG will not create or cause or permit to be created any pledge, lien, charge or encumbrance having parity with the lien of the First Senior Lien Obligations upon any part of the Trust Estate except the lien of First Senior Lien Obligations. SANDAG will not create or cause or permit to be created any pledge, lien, charge or encumbrance having priority over the lien of the Second Senior Lien Obligations upon any part of the Trust Estate except First Senior Lien Obligations. SANDAG will not create or cause or permit to be created or issue any Obligations secured by the Trust Estate except as provided in Article III.

Section 6.03 Toll and Revenue Covenants.

(a) SANDAG covenants that it shall at all times establish, levy, maintain and collect tolls in connection with the Toll Road and establish such charges for use of the property constituting part of the Toll Road, including, without limitation and as permitted by law, leasehold payments, concession payments, rents and other charges, as shall be sufficient, collectively, to produce Net Revenue in each Fiscal Year equal to or in excess of the ratios set forth in each of (1), (2), and (3) below:

(1) one hundred fifty percent (150%) of the Annual Debt Service in such Fiscal Year on all Outstanding First Senior Lien Obligations;
(2) one hundred thirty percent (135%) of the Annual Debt Service in such Fiscal Year on all Outstanding First Senior Lien Obligations and Second Senior Lien Obligations;

(3) one hundred fifteen percent (115%) of the Annual Debt Service in such Fiscal Year on all Outstanding First Senior Lien Obligations, Second Senior Lien Obligations and Subordinate Obligations; and

(4) one hundred percent (100%) of the Annual Debt Service in such Fiscal Year on all Outstanding Obligations, plus the amounts required to be deposited into the First Senior Lien Obligations Reserve Fund, the Second Senior Lien Obligations Reserve Fund, the Subordinate Obligations Reserve Fund and any other Fund established by a Supplemental Indenture to be funded by Revenue on a mandatory basis.

In making the calculations in (1), (2), (3) and (4) above, SANDAG may take into consideration as a credit against Annual Debt Service any amounts received, or reasonably expected to be received, in the Fiscal Year from or as a result of any additional security irrevocably granted or pledged to the Bondholders by SANDAG with respect to the Obligations in accordance with Section 9.01(b) of this Indenture; provided, that if such grant or pledge is not for the benefit of all Obligations, the amounts expected to be received may only be taken into account when making the calculation with respect to the Obligations receiving the benefit of such grant or pledge.

(b) SANDAG further covenants: (i) to compute projected Net Revenue for each Fiscal Year and the projected ratios described in Section 6.03(a)(1), (2) and (3) (each, a “Coverage Ratio”) within ten Business Days after the beginning of that Fiscal Year (such date of computation being hereinafter referred to as a “Coverage Calculation Date”); (ii) to furnish promptly to the Trustee a Certificate of SANDAG setting forth the results of such computations; and (iii) if any Coverage Ratio is less than the applicable requirement of Section 6.03(a), to take such action as promptly as practicable after the Coverage Calculation Date (including, without limitation, increasing Toll Revenues through toll increases) as SANDAG projects is necessary to cause each projected Coverage Ratio for each Fiscal Year to equal or exceed the requirement of Section 6.03(a) for each such Fiscal Year.

(1) Within 60 days after the end of each Fiscal Year, SANDAG will file with the Trustee a report setting forth the Net Revenue for such Fiscal Year. The failure of toll rates to yield an amount sufficient to achieve each Coverage Ratio shall not be deemed to constitute an Event of Default so long as SANDAG complies with the requirements set forth below in this Section 6.03(b). If any such report indicates that the Net Revenue for such Fiscal Year was less than the amount required pursuant to Section 6.03(a), then as soon as practicable after delivering such report to the Trustee SANDAG shall employ a Traffic Consultant to review and analyze the operations of the Toll Road and to submit to the Board, as soon as practicable (but not later than such date as will enable the Board to act upon it within 180 days after the end of the Fiscal Year in question), a written report which shall include the actions that the Traffic Consultant recommends should be taken by SANDAG with respect to (i) revising the toll rates, (ii) altering its methods of operation, or (iii) taking other action projected to produce the
amount so required to comply in each year with each Coverage Ratio (or, if less, the maximum amount deemed feasible by the Traffic Consultant and that the Traffic Consultant estimates will not adversely affect the amount of Net Revenue). Promptly upon its receipt of such written report (and, in any case, within 180 days after the end of the Fiscal Year in question), after giving due consideration thereto, SANDAG will revise the toll rates, as permitted by law, alter its methods of operation, or take such other action as it deems appropriate. Such revisions, alterations, or actions need not comply with the recommendations of the Traffic Consultant so long as Net Revenue projected by the Traffic Consultant to be produced by the revisions, alterations or actions then taken by SANDAG are at least equal to the amount required hereinabove. The Trustee shall have no responsibility to review any written report received pursuant to this Section 6.03(b).

(c) SANDAG further covenants that such toll rates for traffic using the Toll Road will be established and maintained in a reasonable way to cover all traffic (other than vehicles used for maintaining the Toll Road; police, fire, and other public emergency vehicles; buses owned and operated by any public agency; vehicles with multiple passengers or which allow for a limited number of passengers, including motorcycles, according to applicable policies, if any, determined by the federal government, the State or SANDAG; electric, hybrid-electric and other vehicles that meet applicable emission-reduction policies, if any, determined by the federal government, the State or SANDAG; vehicles which are otherwise exempt from payment of tolls under State or federal law; and any vehicles during a public emergency declared by SANDAG) consistent with the requirements hereof, but with such classifications as SANDAG may deem appropriate.

(d) Notwithstanding any provision to the contrary, nothing in this Section 6.03 shall be deemed to require SANDAG to collect tolls and other fees with respect to which SANDAG has determined, based upon a report from a Traffic Consultant, that the costs of collection would exceed the amount of tolls and other fees expected to be collected; and provided further that nothing contained in this Section 6.03 shall prevent SANDAG from temporarily reducing or eliminating tolls and other fees in connection with programs which it intends to use to increase Net Revenue.

Section 6.04 Annual Budget. SANDAG covenants that, for each Fiscal Year, it will take such actions as may be required of it to prepare and will adopt an annual budget for the Toll Road in accordance with applicable law, including the Act, the Toll Road Act and the Toll Agreements. SANDAG further covenants that it will provide to the Trustee (A) no later than 30 days prior to the commencement of each Fiscal Year, an operating plan and a preliminary budget, and (B) not later than the first day of each Fiscal Year, a copy of SANDAG’s final budget for the Toll Road (such copy of the final budget being referred to herein as the “Annual Operating Budget”). The Trustee shall have no responsibility to review such preliminary budget or Annual Operating Budget, and shall only retain such documents as a repository for the holders of the Obligations.

Section 6.05 Operation and Maintenance of the Toll Road. SANDAG covenants and agrees that it has taken, and, so long as any Obligations are Outstanding, that it will take, all steps necessary to ensure that it will continue to have lawful right and lawful power to operate and maintain the Toll Road as a revenue-producing facility and that it will impose and
collect tolls on the Toll Road consistent with its obligations under the Act, the Toll Road Act, and the Toll Agreements. SANDAG covenants and agrees to at all times operate the Toll Road in accordance with the requirements of the Act, the Toll Road Act and the Toll Agreements. SANDAG further covenants and agrees that it will pay all Operation and Maintenance Expenses and keep the Toll Road in good repair in accordance with customary business practices and the maintenance standards required in all Toll Facility Agreements. SANDAG further covenants that, should any Obligations remain Outstanding following the expiration of SANDAG’s authorization to impose tolls on the Toll Road, and should SANDAG project that, within five calendar years such authorization will expire with Obligations remaining Outstanding, SANDAG will petition the Legislature of the State to extend its authorization to impose such tolls.

Section 6.06 Retention of Assets. Subject to the provisions of the Act, the Toll Road Act and the Toll Agreements, SANDAG covenants not to sell, lease or otherwise dispose of assets necessary to operate the Toll Road in the manner and at the levels of activity required to enable it to perform its covenants contained herein, including, without limitation, the covenants contained in Section 6.03 and Section 6.05.

Section 6.07 Insurance. SANDAG covenants to carry at all times insurance (including reasonable self-insurance) or cause insurance to be carried with responsible insurance and/or reinsurance companies authorized and qualified to do business in (or with companies duly authorized and qualified to do business in) the State and to assume the risks thereof consistent with insurance requirements of all agreements entered into by SANDAG in connection with the design, construction, operation and maintenance of the Toll Road and any Project.

Nothing contained herein shall be deemed or construed to prevent SANDAG from maintaining policies of insurance with respect to the Toll Road in which parties other than SANDAG are named as dual obligee beneficiaries, provided that such other parties shall be limited to Caltrans, the Trustee, the TIFIA Lender, if any, contractors constructing Special Projects and persons supplying toll collection and revenue management system equipment or facilities. Upon request of the Trustee, SANDAG shall provide the Trustee with an officer’s certificate stating that it is in compliance with this Section 6.07.

Section 6.08 Payment of Claims. SANDAG will pay and discharge any and all lawful claims that, if unpaid, might become a charge or lien upon the Trust Estate or any part thereof, prior to or on a parity with the charge and lien upon the Revenue securing the Obligations Outstanding hereunder.

Section 6.09 Receipt and Deposit of Cash Advances. SANDAG covenants and agrees that, immediately upon receipt of cash advances representing deposits against future toll payments from users or potential users of the Toll Road by or on behalf of SANDAG, it will (i) deposit and hold, or cause to be deposited and held, such moneys in a special account, separate from other assets of SANDAG, and cause such moneys to be deposited with and held by a bank or trust company (which may be the Trustee), (ii) invest such moneys only in Permitted Investments of the type described in clauses (i), (ii), (v), (viii), (x), (xii) or (xiii) of the definition thereof, maturing within thirty (30) days from the date of the investment, and (iii) promptly, and in any event not less frequently than [once per calendar month], transfer or cause the transfer of deposits which have become tolls from such account for credit to the Toll Revenue Fund.
SANDAG further covenants and agrees that it will not enter into any agreement pursuant to which cash advances received by any other person, business organization or governmental entity may be applied to the payment of tolls unless such person, business organization or governmental entity, as the case may be, has agreed to take such actions as SANDAG may determine are reasonably necessary to assure that SANDAG will receive timely payment of such tolls.

Section 6.10 Toll Agreements. SANDAG hereby covenants and agrees that it has all lawful right and power to enter into the Toll Agreements and that it shall perform all of its material obligations and exercise all of the powers granted to it thereunder (including but not limited to SANDAG’s powers to enforce performance by the counterparty to each such Toll Agreement of such counterparty’s obligations thereunder) as SANDAG may, in its reasonable judgment, determine are necessary to collect tolls established pursuant to Section 6.03 of this Indenture.

Section 6.11 Construction and Maintenance From Other Sources Permitted. Notwithstanding any provision to the contrary in this Indenture, SANDAG may, in accordance with the Act, the Toll Road Act and other applicable laws, construct, reconstruct, rehabilitate, improve, acquire, lease, operate, or maintain, or any combination of these, both tolled and nontolled facilities, structures, onramps, connector roads, bridges, and roadways that are on, necessary for, or related to the construction or operation of the Toll Road using any funds legally available therefore, including, without limitation and as applicable and federal, State and local grants, loans and matching funds. Notwithstanding any other provision of this Indenture, the United States of America, the State or any of their respective agencies, departments or political subdivisions may construct, reconstruct, rehabilitate, improve, acquire, lease, operate, maintain, or any combination of these, both tolled and nontolled facilities, structures, onramps, connector roads, bridges, and roadways related to or competing with the SR-125 Project, or pay for all or any part of the cost thereof. SANDAG has no power or authority to grant, permit, prohibit, prevent or interfere with any such actions.

Section 6.12 Tax Covenants.

(a) SANDAG shall not use or permit the use of any proceeds of the Obligations or any funds of SANDAG, directly or indirectly, to acquire any securities or obligations that would cause the interest on Obligations intended by SANDAG to be exempt from federal income taxation to become subject to federal income taxation, and shall not take or permit to be taken any other action or actions that would cause any such Obligations to be an “arbitrage bond” within the meaning of Section 148 of the Code or “federally guaranteed” within the meaning of Section 149(b) of the Code and any such applicable regulations promulgated from time to time thereunder. SANDAG shall observe and not violate the requirements of Section 148 of the Code and any such applicable regulations. SANDAG shall comply with all requirements of Sections 148 and 149(b) of the Code to the extent applicable to Obligations. In the event that at any time SANDAG is of the opinion that for purposes of this Section 6.03(a) it is necessary to restrict or to limit the yield on the investment of any moneys held by the Trustee under this Indenture, SANDAG shall so instruct the Trustee under this Indenture in writing, and the Trustee shall take such action as may be reasonably necessary in accordance with such instructions.
(b) SANDAG covenants to comply with the provisions and procedures of each Tax Certificate.

(c) SANDAG shall not, and shall not cause the Trustee to, use or permit the use of any proceeds of the Obligations or any funds of SANDAG (so long as such proceeds or other funds are under its control), directly or indirectly, in any manner, and shall not take or omit to take any action that would cause any of the Obligations to be treated as an obligation not described in Section 103(a) of the Code if such Obligations were, when originally issued, intended by SANDAG to be obligations described in Section 103(a) of the Code.

(d) Notwithstanding any provisions of this Section 6.12 or any Tax Certificate, if SANDAG shall provide to the Trustee an Opinion of Bond Counsel to the effect that any specified action required under this Section 6.12 is no longer required or that some further or different action is required to maintain the exclusion from gross income for federal income tax purposes of interest on any Obligations, the Trustee and SANDAG may conclusively rely on such opinion in complying with the requirements of this Section, and, notwithstanding any other provision of this Indenture or any Tax Certificate, the covenants hereunder shall be deemed to be modified to that extent.

(e) The Trustee shall follow the directions of SANDAG given pursuant to the Tax Certificate, and shall have no liability or responsibility to enforce compliance by SANDAG with the terms of the Tax Certificate.

Section 6.13 Accounting Records; Financial Statements and Other Reports.

(a) SANDAG shall keep appropriate accounting records in accordance with generally accepted accounting principles. Such accounting records shall, at reasonable times during business hours and under reasonable circumstances, be available for inspection by the Trustee or any Holder (or its representative authorized in writing).

(b) SANDAG shall prepare and file with the Trustee annually within 270 days after the close of each Fiscal Year [financial statements of SANDAG for such Fiscal Year, together with an audit report thereon prepared by an Independent Certified Public Accountant, provided that the filing of SANDAG’s South Bay Expressway Basic Financial Statements in place of such financial statements of SANDAG for any Fiscal Year shall be deemed to satisfy the requirement of this Section 6.13(b).]

Section 6.14 Protection of Trust Estate and Rights of Holders. SANDAG shall preserve and protect the Trust Estate and the security of the Obligations issued hereunder and the rights of the holders of such Obligations and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any First Senior Lien Obligations, Second Senior Lien Obligations or Subordinate Obligations by SANDAG, such Obligations shall be incontestable by SANDAG.

Section 6.15 Payment of Governmental Charges and Compliance with Governmental Regulations. SANDAG shall pay and discharge all taxes or payments in lieu of taxes, assessments and other governmental charges or liens that may be levied, assessed or charged upon the Revenue, or any part thereof, promptly as and when the same shall become due.
and payable, except that SANDAG shall not be required to pay any such governmental charges so long as the application or validity thereof shall be contested in good faith and SANDAG shall have set aside reserves to cover such payments.

Section 6.16 Maintenance of Powers. SANDAG covenants that it will at all times use its best efforts to maintain the powers, rights, functions, duties and obligations now reposed on it pursuant to the Act, the Toll Road Act and all other laws and the Toll Facility Agreement and will not at any time voluntarily do, suffer or permit any act or thing the effect of which would be to hinder, delay or imperil either the payment of the indebtedness evidenced by any of the Obligations hereunder or Credit Support Instruments relating thereto or the performance or observance of any of the covenants herein contained.

Section 6.17 Covenants Binding on SANDAG and Successors. All covenants, stipulations, obligations and agreements of SANDAG contained in this Indenture shall be deemed to be covenants, stipulations, obligations and agreements of SANDAG to the full extent authorized or permitted by law. If the powers or duties of SANDAG shall hereafter be transferred by amendment of the Act, the Toll Road Act or a new act or any provision of the Constitution or any other law of the State or in any other manner there shall be a successor to SANDAG, and if such transfer shall relate to any matter or thing permitted or required to be done under this Indenture by SANDAG then the entity that shall succeed to such powers or duties of SANDAG shall act and be obligated in the place and stead of SANDAG as in this Indenture provided, and all such covenants, stipulations, obligations and agreements shall be binding upon the successor or successors thereof from time to time and upon any officer, board, body or agency to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreement shall be transferred by or in accordance with law.

Section 6.18 Continuing Disclosure. Upon the issuance of any Series of Obligations, or upon conversion of any Series of Obligations to an interest rate period, requiring an undertaking regarding continuing disclosure under Rule 15c2-12, SANDAG hereby covenants and agrees that it will execute and deliver a Continuing Disclosure Agreement with respect to such Series of Obligations and comply with and carry out all of the provisions of such Continuing Disclosure Agreement applicable to it. Notwithstanding any other provision of this Indenture, failure of SANDAG to comply with the provisions of any Continuing Disclosure Agreement shall not constitute an Event of Default under this Indenture; provided, however, that the Trustee, at the written request of any Participating Underwriter or the Owner of an Outstanding Obligation, shall (but only to the extent that the Trustee is indemnified to its satisfaction from any liability or expense, including fees and expenses of its attorneys) or any Owner or Beneficial Owner of an Obligation may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order to cause SANDAG to comply with its obligations under this Section.

Section 6.19 Further Assurances. SANDAG will adopt, deliver, execute and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming unto the Holders of the rights and benefits provided herein.
ARTICLE VII

DEFAULT PROVISIONS AND REMEDIES

Section 7.01 Events of Default. Any one of the following and any other event specified in a Supplemental Indenture as an Event of Default shall constitute an Event of Default hereunder:

(a) default in the payment of any interest on any Highest Priority Obligation when and as the same shall have become due and payable;

(b) default in the payment of the principal of or premium, if any, on any Highest Priority Obligation when and as the same shall become due and payable, whether at the stated maturity or redemption date thereof or otherwise;

(c) default by SANDAG in the observance or performance of any other covenant or agreement of SANDAG contained in this Indenture and the continuance thereof for a period of sixty (60) days after written notice thereof to SANDAG given by the Trustee; provided that, if such failure can be remedied but not within such sixty (60) day period and if the Commission has taken all action reasonably possible to remedy such failure within such sixty (60) day period, such failure shall not become an Event of Default for so long as the Commission shall diligently proceed to remedy the same in accordance with and subject to any directions or limitations of time established by the Trustee;

(d) if SANDAG files a petition in voluntary bankruptcy for the composition of its affairs or for its corporate reorganization under any state or federal bankruptcy or insolvency law, or makes an assignment for the benefit of creditors, or admits in writing to its insolvency or inability to pay debts as they mature, or consents in writing to the appointment of a trustee or receiver for itself;

(e) if a court of competent jurisdiction shall enter an order, judgment or decree declaring SANDAG insolvent, or adjudging it bankrupt, or appointing a trustee or receiver of SANDAG, and such order, judgment or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of the entry thereof; or

(f) if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of SANDAG or of the Revenue, and such custody or control shall not be terminated within sixty (60) days from the date of assumption of such custody or control.

SANDAG shall notify the Trustee of the occurrence of a Bankruptcy Related Event or an Event of Default within five (5) Business Days after SANDAG learns of the occurrence. If the Trustee has actual knowledge, or is notified by SANDAG or a Bondholder, of the occurrence of an Event of Default or a Bankruptcy Related Event hereunder, the Trustee shall provide prompt written notice of the occurrence of such Event of Default or Bankruptcy Related Event to SANDAG and all Bondholders.
Section 7.02 Application of Revenue and Other Funds After Default. If an Event of Default shall occur and be continuing, the Trust Estate shall be under the control of and applied by the Trustee as follows and in the following order:

(a) first, to the payment of all fees, costs and other expenses (including the reasonable fees, costs and expenses of counsel and actual fees, costs and expenses due and payable by SANDAG pursuant to the indemnity required by Section 7.06(c)) owed to the Trustee, and then to the pro rata payment of all costs and other expenses (including the reasonable fees, costs and expenses of counsel) owed to the trustee or Holder of any Obligations in connection with the performance of their obligations under the Financing Documents, to which they are a party and the consummation of the transactions contemplated thereby (in each case to the extent not previously satisfied);

(b) second, to the payment of Operation and Maintenance Expenses;

(c) third, to the pro rata payment of all accrued and unpaid interest (but not default interest, if any) on all First Senior Lien Obligations then Outstanding, in each case in the order of maturity of the payments thereof;

(d) fourth, to the pro rata payment of all unpaid principal amounts of any First Senior Lien Obligations then due;

(e) fifth, to the pro rata payment of all accrued and unpaid default interest then due, if any, with respect to any First Senior Lien Obligations, and scheduled payments due under any related Hedging Obligations, if any, net of any scheduled amounts payable to SANDAG with respect to scheduled Hedging Obligations under Qualified Swap Agreements;

(f) sixth, to the pro rata payment of all accrued and unpaid redemption or prepayment premium then due, if any, with respect to any First Senior Lien Obligations;

(g) seventh, to the pro rata payment of all other amounts, if any, due and payable under any Financing Document with respect to any First Senior Lien Obligations;

(h) eighth, to the pro rata payment of all accrued and unpaid interest (but not default interest, if any) on all Second Senior Lien Obligations;

(i) ninth, if any unpaid principal of any Second Senior Lien Obligations has become due, to the pro rata payment of such unpaid principal amounts;

(j) tenth, to the pro rata payment of all accrued and unpaid default interest then due, if any, with respect to any Second Senior Lien Obligations and scheduled payments due under any related Hedging Obligations, if any, net of any scheduled amounts payable to SANDAG with respect to scheduled Hedging Obligations under Swaps;

(k) eleventh, to the pro rata payment of all accrued and unpaid redemption or prepayment premium then due, if any, with respect to any Second Senior Lien Obligations;
(l) twelfth, to the pro rata payment of all other amounts, if any, due and payable under any Financing Document with respect to any Second Senior Lien Obligations;

(m) thirteenth, to the pro rata payment of all accrued and unpaid interest (but not default interest, if any) on all Subordinate Obligations;

(n) fourteenth, if any unpaid principal of any Subordinate Obligations has become due, to the pro rata payment of such unpaid principal amounts;

(o) fifteenth, to the pro rata payment of all accrued and unpaid default interest then due, if any, with respect to any Subordinate Obligations and scheduled payments due under any related Hedging Obligations, if any, net of any scheduled amounts payable to SANDAG with respect to scheduled Hedging Obligations under Swaps;

(p) sixteenth, to the pro rata payment of all accrued and unpaid redemption or prepayment premium then due, if any, with respect to any Subordinate Obligations;

(q) seventeenth, to the pro rata payment of all other amounts, if any, due and payable under any Financing Document with respect to any Subordinate Obligations;

(r) eighteenth, to the payment of any Hedging Termination Obligations with respect to Qualified Swap Agreements or Swaps; and

(s) nineteenth, upon the payment in full of all Secured Obligations in accordance with clauses first through eighteenth hereof, to pay to SANDAG, or as may be directed by SANDAG, or as a court of competent jurisdiction may direct, any Revenue or other funds then remaining in the Trust Estate.

Section 7.03 No Acceleration. There shall be no right of acceleration with respect to the Obligations.

Section 7.04 Suits at Law or in Equity and Mandamus. In case one or more Events of Default shall occur, then and in every such case the Trustee may, and shall at the request of the Holders of not less than a majority of the Bond Obligation of the Highest Priority Obligations then Outstanding (or such greater percentage of the Holders of Highest Priority Obligations as may be specified in the Supplemental Indenture) upon receiving indemnity reasonably satisfactory to it, potentially including indemnity provided by such Holders (subject to Section 7.06(c)), proceed to protect and enforce Bondholder rights by such appropriate judicial proceeding as shall be deemed most effectual to protect and enforce any such right, either by suit in equity or by action at law, whether for the specific performance of any covenant or agreement contained in this Indenture, or in aid of the exercise of any power granted in this Indenture, or to enforce any other legal or equitable right vested in the holders of Obligations by this Indenture or such Obligations or by law. The provisions of this Indenture shall constitute a contract with each and every Bondholder and the duties of SANDAG shall be enforceable by the Trustee on behalf of any Bondholder by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction. Nothing herein shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Bondholder any plan of reorganization, arrangement, adjustment, or composition affecting the Obligations or the rights
of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding without the approval of the Holders so affected.

Section 7.05 Waivers. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default hereunder shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Section 7.06 Rights of Subordinate Lenders.

(a) Nothing in this Article VII or elsewhere in this Indenture shall be construed to limit or preclude the exercise of any rights or remedies reserved by the trustee for the Second Senior Lien Obligations or by the trustee for or Holder of any Subordinate Obligations.

ARTICLE VIII

THE TRUSTEE

Section 8.01 Trustee. (a) U.S. Bank National Association will serve as the Trustee under this Indenture. The Trustee shall be required to perform such duties and only such duties as are specifically set forth in this Indenture. The Trustee shall, during the existence of any Event of Default (that has not been cured), exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as reasonable persons would exercise or use under the circumstances in the conduct of their own affairs. The Trustee accepts the duties imposed upon it hereunder and agrees, particularly: (i) to hold all sums held by it for the payment of the principal and Purchase Price of, premium, if any, and interest on the Obligations in trust for the benefit of the Holders of the Obligations as provided herein until such sums shall be paid to such Holders of such Obligations or otherwise disposed of as herein provided; (ii) to authenticate and cancel Obligations as provided herein; (iii) to perform its obligations under this Indenture; and (iv) to keep such books and records relating to its duties as Trustee as shall be consistent with reasonable industry practice and to make such books and records available for inspection by SANDAG at all reasonable times upon reasonable notice.

SANDAG shall cause the necessary arrangements to be made and to be thereafter continued whereby: (i) funds derived from the sources specified in this Indenture will be made available at the Principal Office of the Trustee for the timely payment of principal and Purchase Price of, premium, if any, and interest on the Obligations; (ii) Obligations shall be made available for authentication, exchange and registration of transfer by the Trustee at the Principal Office of the Trustee; and (iii) the Trustee shall be furnished such records and other information, at such times, as shall be required to enable the Trustee to perform the duties and obligations imposed upon it hereunder.

(b) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action or its own negligent failure to act, except that, at all
times regardless of whether or not any Event of Default shall exist: (i) the duties and obligations of the Trustee shall be determined solely by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture, and to the extent permitted by law no implied covenants or obligations shall be read into this Indenture against the Trustee; (ii) in the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificate, notice, order, requisition, request, consent or opinion furnished to the Trustee conforming to the requirements of this Indenture; but in the case of any such certificate, notice, order, requisition, request, consent or opinion which by any provision hereof is specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not it, on its face, conforms to the requirements of this Indenture; (iii) the Trustee shall not be liable for any error of judgment made in good faith unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts; and (iv) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of not less than a majority, or such larger or smaller percentage as may be required hereunder, in Bond Obligation of the Highest Priority Obligations at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred upon the Trustee under this Indenture. The permissive right of the Trustee to do things enumerated in this Indenture as a right shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(c) None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur individual financial liability in the performance of any of its duties or in the exercise of any of its rights or powers. The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises. Before taking any action under this Indenture relating to an Event of Default or taking any other action (other than making payments of principal and interest in accordance with the provisions of this Indenture) hereunder, the Trustee may require that indemnity reasonably satisfactory to it be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability.

(d) No delivery of Obligations to the Trustee or purchase of Obligations by the Trustee shall constitute a redemption of Obligations or any extinguishment of the debt represented thereby, unless such Obligations are surrendered by SANDAG to the Trustee for cancellation pursuant to this Indenture.

(e) The Trustee shall not be accountable for the use or application by SANDAG of the proceeds of the Obligations or for the use or application of any money paid over to SANDAG by the Trustee in accordance with the provisions of this Indenture. The Trustee have no responsibility or liability with respect to any information, statements or recitals in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Obligations other than information provided by the Trustee for use therein, if any.
Whenever in the administration of this Indenture the Trustee shall deem it necessary or desirable that a matter be provided or established prior to taking or suffering any action to be taken hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or willful misconduct on the part of the Trustee, be deemed to be conclusively proved and established by a Certificate of SANDAG and delivered to the Trustee and such certificate, in the absence of negligence or willful misconduct on the part of the Trustee, shall be full warrant to the Trustee for any action taken, suffered or omitted by it under the provisions of this Indenture upon the faith thereof.

The Trustee may elect to accept and act upon instructions or directions pursuant to this Indenture sent by facsimile or Electronic means, provided, however, that, the Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If SANDAG elects to give the Trustee facsimile or Electronic instructions and the Trustee in its discretion elects to act upon such instructions, the Trustee’s understanding of such instructions shall be deemed controlling in the absence of its negligence or willful misconduct. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee’s reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. In the absence of negligence or willful misconduct by the Trustee, SANDAG agrees to assume all risks arising out of the use of such facsimile or Electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

**Section 8.02 Compensation and Indemnification of Trustee.** SANDAG shall: (i) pay the Trustee reasonable compensation (which, to the extent permitted by applicable law, shall not be limited by any law limiting the compensation of the trustee of an express trust); (ii) pay or reimburse the Trustee upon request for all reasonable fees, expenses, disbursements and advances incurred or made in accordance with any of the provisions of this Indenture (including the reasonable compensation and the expenses and disbursements of its counsel and of all agents and other persons not regularly in its employ), except to the extent that any such expense, disbursement or advance is due to its own negligence or willful misconduct, such request to be submitted to SANDAG within 60 days of the incurrence of such fee, expense, disbursement or advance; and (iii) to the extent permitted by applicable law, indemnify the Trustee and its officers, directors, agents and employees for, and to hold it harmless against, any loss, liability, cost, suit, claim, judgment, damage or expense incurred by it, arising out of or in connection with the acceptance or administration of this Indenture or the performance of its duties hereunder, including legal fees and expenses and the costs and expenses of defending itself against or investigating any claim of liability or expense, except to the extent that any such liability or expense was due to its own negligence or willful misconduct. The obligations of SANDAG under this Section 8.02 shall survive the satisfaction and discharge of this Indenture and the earlier removal or resignation of the Trustee. When the Trustee incurs expenses or renders services after the occurrence of an Event of Default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.
Section 8.03 Qualifications of Trustee; Resignation; Removal.

(a) There shall at all times be a trustee hereunder that is a commercial bank, trust company or national association organized and doing business under the laws of the United States or of a state thereof, authorized under such laws to exercise corporate trust powers, having (or if such bank, trust company or national association is a member of a bank holding company system, its holding company has) a combined capital and surplus of at least five hundred million dollars ($500,000,000), and subject to supervision or examination by federal or state authority. If such banks, trust companies, or banking associations publish reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then, for the purposes of this Section 8.03, the combined capital and surplus of such banks, trust companies or banking associations shall be deemed to be their combined capital and surplus as set forth in their most recent reports of conditions so published.

(b) The Trustee may at any time resign by giving at least thirty (30) days’ written notice to SANDAG. Upon receiving such notice of resignation, SANDAG, shall promptly appoint a successor trustee by an instrument in writing. If no successor trustee shall have been so appointed and have accepted appointment within thirty (30) days after the giving of such notice of resignation, the resigning trustee may petition any court of competent jurisdiction for the appointment of a successor trustee, or any Holder who has been a bona fide Holder of a Highest Priority Obligation for at least six months may, on behalf of itself and any others similarly situated, petition any such court for the appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor trustee.

(c) In case at any time either of the following shall occur: (i) the Trustee shall cease to be eligible in accordance with the provisions of this Section 8.03 and shall fail to resign after written request therefor by SANDAG or by any Holder who has been a bona fide Holder of a Highest Priority Obligation for at least six months; or (ii) the Trustee shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then, in any such case, SANDAG may remove the Trustee and appoint a successor trustee by an instrument in writing executed by an Authorized Representative, or any Holder who has been a bona fide Holder of a Highest Priority Obligation for at least six months may, on behalf of itself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, remove the Trustee and appoint a successor trustee. If no successor trustee shall have been so appointed by SANDAG and have accepted appointment within thirty (30) days after such removal, the Trustee may petition any court of competent jurisdiction for the appointment of a successor trustee, or any Holder who has been a bona fide Holder of a Highest Priority Obligation for at least six months may, on behalf of itself and any others similarly situated, petition any such court for the appointment of a successor trustee.

(d) SANDAG or Holders of a majority in Bond Obligation of the Highest Priority Obligation at the time Outstanding may at any time remove the Trustee and appoint a
successor trustee by an instrument or concurrent instruments in writing signed by an Authorized Representative of SANDAG or by such Holders, as the case may be.

(e) Any resignation or removal of the Trustee and appointment of a successor trustee pursuant to any of the provisions of this Section 8.03 shall become effective upon written acceptance of appointment by the successor trustee acceptable to SANDAG. Any successor trustee shall execute, acknowledge and deliver to SANDAG and to its predecessor trustee an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor trustee shall become effective and such successor trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor in the trusts hereunder, with like effect as if originally named as Trustee herein; but, nevertheless, on the Written Request of SANDAG or the request of the successor trustee, the predecessor trustee ceasing to act shall execute and deliver an instrument transferring to such successor trustee, upon the trusts herein expressed, all the rights, powers and trusts of the trustee so ceasing to act. Upon request of any such successor trustee, SANDAG shall execute any and all instruments in writing necessary or desirable for more fully and certainly vesting in and confirming to such successor trustee all such rights, powers and duties. No successor trustee shall accept appointment as provided in this Section 8.03 unless at the time of such acceptance such successor trustee shall be eligible under the provisions of this Section 8.03. Upon acceptance of appointment by a successor trustee as provided in this Section 8.03, SANDAG or such successor trustee shall give Holders notice of the succession of such trustee to the trusts hereunder.

(f) Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under this Section 8.03 and acceptable to SANDAG, shall be the successor to such Trustee without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

(g) In the event of the resignation or removal of the Trustee, the Trustee shall deliver any money and any Obligations and its related books and records held by it in such capacity to its successor.

(h) The Trustee may execute any of the trusts or powers hereof and perform any of its duties and responsibilities hereunder by or through attorneys, agents or receivers, including issuing and paying agents as provided in Section 8.05, provided that the Trustee shall remain responsible for its duties hereunder. The Trustee may consult with counsel and the advice or any opinion of counsel shall be full and complete authorization and protection in respect of any action taken or omitted by it hereunder in accordance with such advice or opinion of counsel and in the absence of negligence, bad faith or willful misconduct.

**Section 8.04 Instrument of Bondholders.** Any instrument required by this Indenture to be executed by Bondholders may be in any number of writings of similar tenor and may be executed by Bondholders in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the
ownership of Obligations given in any of the following forms shall be sufficient for any of the purposes of this Indenture: (i) a certificate of any officer in any jurisdiction who by law has power to take acknowledgements within such jurisdiction that the person signing such writing acknowledged before him the execution thereof; or (ii) a certificate executed by any trust company or bank stating that at the date thereof the party named therein did exhibit to an officer of such trust company or bank, as the property of such party, the Obligations therein mentioned.

The Trustee may rely on such an instrument of Bondholders unless and until the Trustee receives notice in the form specified in (i) or (ii) above that the original such instrument is no longer reliable. In the event that the Trustee shall receive conflicting directions from two or more groups of Bondholders, each with combined holdings of not less than twenty-five percent (25%) of the principal amount of Outstanding Highest Priority Obligations, the directions given by the group of Bondholders that holds the largest percentage of Highest Priority Obligations shall be controlling and the Trustee shall follow such directions to the extent required herein. The Trustee shall have no liability provided it is following the instructions of such Bondholders permitted to direct the Trustee pursuant to this Indenture.

Section 8.05 Issuing and Paying Agents. SANDAG may appoint and at all times have one or more issuing and paying agents in such place or places as SANDAG may designate, for the payment of a Series of Obligations. Such issuing and paying agent shall meet the qualifications for the Trustee and the procedures and conditions for removal and resignation set forth in Section 8.03 hereof. It shall be the duty of the Trustee to make such arrangements with any such issuing and paying agent as may be necessary to assure, to the extent of the moneys held by the Trustee for such payment, the prompt payment of Obligations presented at either place of payment.

ARTICLE IX

AMENDMENTS

Section 9.01 Amendments to Indenture Not Requiring Consent of Bondholders. Except to the extent restricted by a Supplemental Indenture, SANDAG and the Trustee, without the consent of or notice to any Bondholders, may execute Supplemental Indentures amending this Indenture for one or more of the following purposes:

(a) to grant to or confer upon the Trustee for the benefit of the Holders of any Series of Obligations or of all Obligations any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Trustee;

(b) to grant or pledge to the Trustee for the benefit of the Holders of any Series of Obligations or of all Obligations any additional security;

(c) to amend this Indenture in such manner as may be necessary or convenient in connection with the book-entry system for payments, transfers and other matters relating to the Obligations;
(d) to cure any ambiguity, supply any omission, or to correct or supplement any provision of this Indenture that, in the Opinion of Bond Counsel, is defective or inconsistent with any other provision of this Indenture;

(e) to insert such provisions clarifying matters or questions arising under this Indenture as are necessary or desirable and are not contrary to or inconsistent with this Indenture as theretofore in effect;

(f) to make any change therein necessary, in the Opinion of Bond Counsel, to maintain the exclusion from gross income for federal income tax purposes of the interest on any Outstanding Obligations intended by SANDAG to bear federally tax-exempt interest;

(g) to modify, amend or supplement this Indenture or any Supplemental Indenture in such manner as to permit, if presented, the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or under any state blue sky law;

(h) to make modifications or adjustments necessary in order to accommodate a Credit Support Instrument or a Reserve Facility;

(i) to modify, alter, amend or supplement this Indenture if (1) all of the Obligations to be affected thereby are variable interest rate obligations, (2) the modification, alteration, amendment or supplement shall not become effective until written notice thereof shall have been given to Bondholders of the affected Series by the Trustee, and (3) thirty (30) days shall have passed during which time such Bondholders shall have had the opportunity to tender their variable interest rate bonds for purchase;

(j) to modify, alter, amend or supplement this Indenture if (1) all of the Obligations to be affected thereby are Obligations in the form of or securing payment of a TIFIA Loan, and (2) the written consent of the TIFIA Lender has been obtained to such modification, alteration, amendment or supplement;

(k) to make any change therein that does not materially and adversely affect the rights of any of the Holders of the Obligations (and the absence of a material or adverse effect is required to be evidenced by a Certificate of SANDAG or an Opinion of Bond Counsel delivered pursuant to Section 9.04); and

(l) to issue additional Obligations hereunder in accordance with the terms hereof, including to specify and determine the lien status of a Series of Obligations or, if applicable, the springing lien status of a Series of Obligations and also any other matters and things relative to such Obligations which are not contrary to or inconsistent with this Indenture as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the original issuance of such Obligations;

provided, in addition to the limitation set forth in Section 9.04, that no such amendment may permit, or be construed as permitting, (i) an extension of the maturity of the principal of, or the mandatory redemption date of, or interest on, any Obligation, or (ii) a reduction in the principal amount of, or the redemption premium or the rate of interest on, any Obligation, or (iii) a
preference or priority of any First Senior Lien Obligations over any other First Senior Lien Obligations, or (iv) a preference or priority of any Second Senior Lien Obligation or Second Senior Lien Obligations over any other Second Senior Lien Obligation or Second Senior Lien Obligations or First Senior Lien Obligation, or (v) a preference or priority of any Subordinate Obligation or Subordinate Obligations over any other Subordinate Obligation or Subordinate Obligations, Second Senior Lien Obligation or First Senior Lien Obligation or (vi) a reduction in the Bond Obligation of the Obligations required for any consent to any amendment pursuant to Section 9.02.

Section 9.02 Amendments to Indenture Requiring Consent of Bondholders

Exclusive of amendments authorized by Section 9.01 and subject to the terms and provisions contained in this Section 9.02 and in any Supplemental Indenture, the Holders of at least a majority in aggregate Bond Obligation of the Obligations Outstanding at the time such consent is given, and in case less than all of the several Series of Obligations then Outstanding are affected by the modification or amendment, of the Holders of at least a majority in aggregate Bond Obligation of the Obligations of each Series so affected and Outstanding at the time such consent is given (provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Obligations of any particular Series and maturity remain Outstanding, the consent of the Holders of such Obligations shall not be required and such Obligations shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Obligations under this Section 9.02) shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to such other amendments hereto for the purpose of modifying, altering, amending, or supplementing any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section 9.02 shall permit, or be construed as permitting (i) an extension of the maturity of the principal of, or the mandatory redemption date of, or interest on, any Obligation, or (ii) a reduction in the principal amount of, or the redemption premium or the rate of interest on, any Obligation, or (iii) a preference or priority of any First Senior Lien Obligations over any other First Senior Lien Obligations, or (iv) a preference or priority of any Second Senior Lien Obligation or Second Senior Lien Obligations over any other Second Senior Lien Obligation or Second Senior Lien Obligations or First Senior Lien Obligations, or (v) a preference or priority of any Subordinate Obligation over any other Subordinate Obligation or (vi) a reduction in the Bond Obligation of the Obligations required for any consent to any amendment.

Section 9.03 Notice to and Consent of Bondholders

If consent of the Bondholders is required under the terms of this Indenture for the amendment of this Indenture or for any other similar purpose, SANDAG shall cause notice of the proposed amendment to be given by first-class mail to the Holders of the Outstanding Obligations then shown on the registration books for the Obligations. Such notice shall briefly set forth the nature of the proposed amendment or other action and shall state that copies of any such amendment are on file at the office of SANDAG and the Principal Office of the Trustee for inspection by all Bondholders. If, within sixty (60) days or such longer period as shall be prescribed by SANDAG following the mailing of such notice, the Holders of the requisite principal amount of the Obligations Outstanding by instruments filed with SANDAG shall have consented to the amendment or other proposed action, then SANDAG may adopt or execute, as appropriate, such amendment or take such proposed action and the consent of the Bondholders shall thereby be conclusively presumed. Such instruments filed with SANDAG may include documents,
including Certificates of SANDAG, stating that Holders of Obligations have consented to an amendment by purchasing such Obligations if the official statement or other disclosure document related to such purchase disclosed that the purchase of the Obligations was deemed to mean that the Holders consented to the amendment.

Section 9.04 Execution and Effect of Supplemental Indentures. Prior to executing any Supplemental Indenture hereunder, the Trustee shall receive, and is entitled to rely upon, an Opinion of Bond Counsel to the effect that such Supplemental Indenture is authorized or permitted hereunder. The Trustee is not obligated to execute any Supplemental Indenture adversely affecting its rights, duties protections and immunities hereunder. The Trustee shall not execute any Supplemental Indenture materially affecting the priority of payment of any Second Senior Lien Obligation or the rights and obligations of the holders of any Second Senior Lien Obligation, as evidenced by the Opinion of Bond Counsel delivered pursuant to this Section 9.04, without the prior written consent of the trustee for or required holders of such Second Senior Lien Obligation. The Trustee shall not execute any Supplemental Indenture materially affecting the priority of payment of any Subordinate Obligation or the rights or obligations of the holder of any Subordinate Obligation, as evidenced by the Opinion of Bond Counsel delivered pursuant to this Section 9.04, without the prior written consent of the trustee for or required holders of such Subordinate Obligation. Upon the execution and delivery of any Supplemental Indenture pursuant to this Article IX, this Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of SANDAG, the Trustee and all Owners of Outstanding Obligations shall thereafter be determined, exercised and enforced subject in all respects to such modification and amendment, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 9.05 Obligations Owned by SANDAG. (a) For purposes of this Article IX, Obligations owned or held by or for the account of SANDAG shall not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Obligations provided for in this Article IX, and SANDAG shall not be entitled with respect to such Obligations to give any consent or take any other action provided for in this Article IX; except that in determining whether the Trustee shall be protected in relying upon any such approval or consent of a Holder, only Obligations which the Trustee actually knows to be owned by SANDAG shall be disregarded unless all Obligations are owned or held by or for the account of SANDAG, in which case such Obligations shall be considered Outstanding for the purpose of such determination. Upon request of the Trustee, at the time of any consent or other action is to be taken under this Article IX, SANDAG shall furnish the Trustee a Certificate of SANDAG, upon which the Trustee may rely, describing all First Senior Lien Obligations so to be excluded.

(b) The purchase or other acquisition of Obligations by or on behalf of SANDAG shall not cancel, extinguish, or otherwise affect the Obligations unless such Obligations are surrendered by SANDAG to the Trustee for cancellation in accordance with Section 10.01(b).
ARTICLE X

DISCHARGE OF LIEN

Section 10.01 Discharge of Lien and Security Interest. (a) At the election of SANDAG, upon payment in full of all the Obligations and of all other amounts payable under this Indenture, the pledge and lien on the Trust Estate arising under this Indenture shall cease, determine and be void; provided, however, such discharge of this Indenture shall not terminate the powers and rights granted to the Trustee with respect to the payment, transfer and exchange of the Obligations, and Section 8.02 shall survive hereunder. In such event, upon the written request of SANDAG, the Trustee shall cooperate with an accounting for such period or periods as shall be requested by SANDAG to be prepared and filed with SANDAG and shall execute and deliver to SANDAG all such instruments as may be necessary or desirable to evidence such discharge as prepared by or on behalf of SANDAG, and the Trustee shall pay over, transfer, assign or deliver to SANDAG all moneys or securities or other property held by it pursuant to this Indenture which are not required for the payment or redemption of Obligations not theretofore surrendered for such payment or redemption.

(b) SANDAG may at any time surrender to the Trustee for cancellation any Obligations previously authenticated and delivered hereunder that SANDAG at its option may have acquired in any manner whatsoever and such Obligations upon such surrender and cancellation shall be deemed to be paid and retired.

(c) Notwithstanding any provision in this Indenture to the contrary, if the principal of or interest on any Obligations shall be paid by a Credit Provider, those Obligations shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by SANDAG within the meaning of this Section 10.01, and the pledge of the Trust Estate and all covenants, agreements and other obligations of SANDAG as herein provided shall continue to exist and shall run to the benefit of such Credit Provider, and such Credit Provider shall be subrogated to the rights of the Holders.

Section 10.02 Provision for Payment of Obligations. Obligations (or any portion of the Obligations) shall be deemed to have been paid within the meaning of Section 10.01 if:

(a) there shall have been irrevocably deposited with the Trustee or other fiduciary in trust either (i) lawful money of the United States of America in an amount that shall be sufficient, or (ii) Defeasance Securities, the principal and interest on which when due, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient (as confirmed by a report of an Independent Certified Public Accountant), to pay when due the principal amount of, redemption premium (if any) and all unpaid interest on such Obligations (or any portion thereof) to the maturity or the redemption date thereof, as the case may be; and

(b) if any such Obligations are to be redeemed on any date prior to their maturity, (i) the Trustee shall have received (not less than 25 days prior to the proposed redemption date) in form satisfactory to it irrevocable written instructions from an Authorized Representative to redeem such Obligations on such date and (ii) notice of such redemption shall

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have been given or provision satisfactory to the Trustee shall have been irrevocably made for the giving of such notice.

Limitations elsewhere specified herein regarding the investment of money held by the Trustee shall not be construed to prevent the depositing and holding of the Defeasance Securities described in Section 10.02(a)(ii) for the purpose of defeasing the lien of this Indenture as to Obligations that have not yet become due and payable. In addition, all money so deposited with the Trustee as provided in Section 10.02(a)(i) may also be invested and re-invested, at the written direction of an Authorized Representative, in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, subject to the confirming report of an Independent Certified Public Accountant as to the sufficiency thereof as provided in Section 10.02(a)(ii), and all income from all Defeasance Securities in the hands of the Trustee pursuant to this Section 10.02, that is not required for the payment of the principal of the Obligations and interest and redemption premium, if any, thereon with respect to which such money shall have been so deposited, shall be deposited in the Toll Revenue Fund as and when realized and applied as is other money deposited in the Toll Revenue Fund, or, in the event there are no longer any Obligations Outstanding under this Indenture, such income shall be automatically paid over to SANDAG.

Notwithstanding any other provision of this Indenture, no Obligation that is subject to optional or mandatory tender in accordance with the provisions of the Supplemental Indenture pursuant to which such Obligation was issued, shall be deemed to be paid within the meaning of this Indenture, unless arrangements shall have been made to assure that such Obligation, if tendered for purchase prior to the date of its redemption or maturity in accordance with the provisions of the applicable Supplemental Indenture, could be paid and redeemed from such moneys or Defeasance Securities as are provided pursuant to this Section 10.02.

Section 10.03 Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Trustee in trust for the payment and discharge of any of the Obligations that remain unclaimed for two (2) years after the date when such Obligations shall have become due and payable (during which period the Trustee shall hold such moneys without liability for interest), either at their stated maturity dates, tender for purchase or by call for redemption, if such moneys were held by the Trustee at such date, or for two (2) years after the date of deposit of such moneys, if deposited with Trustee after the date when such Obligations or the Purchase Price thereof became due and payable, shall automatically be repaid by the Trustee to SANDAG as its absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Holders shall look only to SANDAG for the payment of the principal or Purchase Price of, the redemption premiums, if any, and interest on such Obligations.

ARTICLE XI

MISCELLANEOUS

Section 11.01 Liability of SANDAG Limited to Trust Estate. Notwithstanding anything contained herein, SANDAG shall not be required to advance any money derived from any source of income other than from the Trust Estate as provided herein for the payment of the
principal of or redemption premium, if any, or interest on the Obligations or for the performance of any agreements or covenants contained herein. SANDAG may, however, advance funds for any such purpose so long as such funds are derived from a source legally available for such purpose and may be used by SANDAG for such purpose without incurring an indebtedness prohibited hereby.

The Obligations are limited obligations of SANDAG payable, as to principal thereof, and redemption premium, if any, upon the redemption of any thereof, and interest thereon, solely from the Trust Estate as provided herein and SANDAG is not obligated to pay them except from the Trust Estate. The Obligations do not constitute a debt or liability of the State or of any political subdivision of the State other than SANDAG, or a pledge of the full faith and credit of the State or of any political subdivision of the State.

Section 11.02 Limitation of Rights; Third Party Beneficiary. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Obligations is intended or shall be construed to give to any Person other than the Bondholders and each Secured Creditor any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions herein being intended to be and being for the sole and exclusive benefit of the Bondholders and each Secured Creditor.

Section 11.03 Rights of Credit Providers. (a) A Supplemental Indenture authorizing a Series of Obligations may provide that any Credit Provider providing a Credit Support Instrument with respect to Obligations of such Series may exercise any right under this Indenture given to the Owners of the Obligations to which such Credit Support Instrument relates.

(b) All provisions under this Indenture authorizing the exercise of rights by a Credit Provider with respect to consents, approvals, directions, waivers, appointments, requests or other actions, shall be deemed not to require or permit such consents, approvals, directions, waivers, appointments, requests or other actions and shall be read as if the Credit Provider were not mentioned therein during any period during which there is a default by such Credit Provider under the applicable Credit Support Instrument or after the applicable Credit Support Instrument shall at any time for any reason cease to be valid and binding on the Credit Provider, or shall be declared to be null and void by final judgment of a court of competent jurisdiction, or after the Credit Support Instrument has been rescinded, repudiated by the Credit Provider or terminated, or after a receiver, conservator or liquidator has been appointed for the Credit Provider or if the Credit Provider is rated below Baa3 by Moody’s or BBB- by S&P. All provisions relating to the rights of a Credit Provider shall be of no further force and effect if all amounts owing to the Credit Provider under a Credit Support Instrument have been paid and the Credit Support Instrument provided by such Credit Provider is no longer in effect.

Section 11.04 Severability. If any provision of this Indenture is held to be in conflict with any applicable statute or rule of law or is otherwise held to be unenforceable for any reason whatsoever, such circumstances shall not have the effect of rendering the other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent.
whatsoever. If any one or more of the provisions contained in this Indenture or in the Obligations shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Indenture and such invalidity, illegality or unenforceability shall not affect any other provision of this Indenture, and this Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. SANDAG hereby declares that it would have executed this Indenture and each and every other section, paragraph, sentence, clause or phrase hereof, and authorized the issuance of the Obligations pursuant to this Indenture, irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Indenture may be held illegal, invalid or unenforceable.

Section 11.05 Notices. Except as otherwise provided herein, it shall be sufficient service or giving of notice, request, complaint, demand or other paper if the same shall be duly mailed by registered or certified mail, postage prepaid, addressed as follows:

If to SANDAG:

San Diego Association of Governments

401 B Street, Suite 800
San Diego, CA 92101

Attention: ___________
Telephone: ___________
Fax: ___________

If to the Trustee:

[Trustee notice information to come.]

SANDAG and the Trustee by notice given hereunder may designate any different addresses to which subsequent notices, certificates or other communications shall be sent, or addresses or other instructions for the giving of Electronic notice, but no notice directed to any one such entity shall be thereby required to be sent to more than two addresses.

Section 11.06 Payments Due on Non-Business Days. Except as specifically provided otherwise in a Supplemental Indenture, any payment or transfer that would otherwise become due on a day that is not a Business Day need not be made on such day but shall be made on the next succeeding Business Day, with the same force and effect as if made on the date due, and no interest shall accrue for the period from and after the date due.

Section 11.07 Captions. The captions or headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

Section 11.08 California Law. This Indenture shall be construed and governed in accordance with the laws of the State of California.
Section 11.09 Effective Date. This Indenture shall become effective upon its execution and delivery.

Section 11.10 Execution in Several Counterparts. This Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as SANDAG and Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.
IN WITNESS WHEREOF, the parties hereto have caused this Master Indenture to be executed by their officers thereunto duly authorized as of the day and year first written above.

SAN DIEGO ASSOCIATION OF GOVERNMENTS

By: __________________________
   Executive Director

Countersigned:

______________________________
   Clerk of the Board

APPROVED AS TO FORM:

By: __________________________
   General Counsel

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: __________________________
   Authorized Officer
SCHEDULE I

[RESERVED]
SCHEDULE II
[RESERVED]
This Funds Transfer Certificate is delivered pursuant to the Master Indenture, as supplemented by the First Supplemental Indenture, dated as of [____ 1, 2017] (as so supplemented, and as subsequently supplemented and amended, the “Indenture”), by and between San Diego Association of Governments (“SANDAG”) and U.S. Bank National Association, as trustee (the “Trustee”). All capitalized terms used but not defined herein shall have the meanings specified in the Indenture.

The undersigned [Executive Director/Deputy Executive Director/Finance Director/Toll Program Director] of SANDAG hereby certifies to the Trustee on behalf of SANDAG that the withdrawals and transfers below comply with the requirements of the Indenture.

SANDAG hereby requests that the Trustee make the following transfers on [____], 20[____] for the following purposes:

(A) Transfers from the Toll Revenue Fund in the following order of priority:

(i) $_______ to the Operation and Maintenance Fund for the purposes contemplated by clause First of Section 5.03(b) and Section 5.05 of the Indenture.

(ii) $_______ to the Rebate Fund for the purposes contemplated by clause Second of Section 5.03(b) and Section 5.11 of the Indenture.

(iii) $_______ to the First Senior Lien Obligations Interest Account for the purposes contemplated by clause Third of Section 5.03(b) and Section 5.12 of the Indenture.

1 Must be at least two Business Days prior to date of making transfers pursuant to Indenture Section 5.22(b).
(iv) $_______ to the First Senior Lien Obligations Principal Account for the purposes contemplated by clause Fourth of Section 5.03(b) and Section 5.13 of the Indenture.

(v) $_______ to the 2017 Bonds Reserve Account of the First Senior Lien Obligations Reserve Fund for the purposes contemplated by clause Fifth of Section 5.03(b) and Section 5.06 of the Indenture.

(vi) $_______ to the Second Senior Lien Obligations Interest Account for the purposes contemplated by clause Sixth of Section 5.03(b) and Section 5.14 of the Indenture.

(vii) $_______ to the Second Senior Lien Obligations Principal Account for the purposes contemplated by clause Seventh of Section 5.03(b) and Section 5.15 of the Indenture.

(viii) $_______ to the Second Senior Lien Obligations Reserve Fund for the purposes contemplated by clause Eighth of Section 5.03(b) and Section 5.07 of the Indenture.

(ix) $_______ to the Subordinate Obligations Interest Account for the purposes contemplated by clause Ninth of Section 5.03(b) and Section 5.16 of the Indenture.

(x) $_______ to the Subordinate Obligations Principal Account for the purposes contemplated by clause Tenth of Section 5.03(b) and Section 5.17 of the Indenture.

(xi) $_______ to the Subordinate Obligations Reserve Fund for the purposes contemplated by clause Eleventh of Section 5.03(b) and Section 5.08 of the Indenture.

(xii) [Reserved].

(xiii) [Reserved].

(xiv) [Reserved.]

(xv) $_______ to [insert counterparty to Qualified Swap Agreement or Swap] for the purposes contemplated by clause Twelfth of Section 5.03(b) of the Indenture and [name relevant provision of Qualified Swap Agreement or Swap].

(xvi) $_______ to the Capital Expenditures Fund for the purposes contemplated by clause Sixteenth of Section 5.03(b) and Section 5.10 of the Indenture.

In the event that amounts on deposit in the Toll Revenue Fund are insufficient to satisfy in full the transfers in the amounts specified under items (i) through (xvi) above, the Trustee shall obtain instructions from SANDAG as to the transfer of funds from another fund or account.
established under the Indenture to satisfy such transfer instructions in accordance with the Indenture.

(B) Transfers to the Toll Revenue Fund from the following funds:

(i) $_______ from the [2017 Bonds Reserve Account of the] First Senior Lien Obligations Reserve Fund for the purposes contemplated by Sections 5.03(c).

(ii) $_______ from the Second Senior Lien Obligations Reserve Fund for the purposes contemplated by Sections 5.03(c).

(iii) $_______ from the Subordinate Obligations Reserve Fund for the purposes contemplated by Sections 5.03(c).

(iv) [Reserved].

(v) $_______ from the First Senior Lien Obligations Reserve Fund for the purposes contemplated by Sections 5.03(c).

SANDAG has determined as of the date of this Funds Transfer Certificate that the amount[s] specified in [(i), (ii), (iii), (iv)] above [is / are] the amount[s] by which the funds on deposit in [the First Senior Lien Obligations Reserve Fund, the Second Senior Lien Obligations Reserve Fund, the Subordinate Obligations Reserve Fund, the First Senior Lien Obligations Reserve Fund] exceed the [First Senior Lien Obligations Reserve Requirement, Second Senior Lien Obligations Reserve Requirement, Subordinate Obligations Reserve Requirement].

(C) Transfer[s] to the party[ies] identified in Schedule I hereto funds in the amount[s], from the Fund[s] or Account[s] and for the [Project Costs/purposes] set forth in Schedule I hereto.

[To the extent that capitalized interest is being requisitioned hereunder, amounts requisitioned, together with expected earnings from investment thereof, do not exceed amounts properly capitalizable as interest related to projects prior to their completion.] [Obligations in the amounts reflected in Schedule I hereto have been incurred by SANDAG and presently are due and payable or properly are reimbursable to SANDAG, and each item thereof is a Project Cost, is a proper charge against the applicable Account in the Project Fund and has not been paid or reimbursed previously.] [There has not been filed with or served on SANDAG any notice of lien, right of lien, or attachment upon or claim affecting the right of any person, firm or corporation named in Schedule I to receive payment of any amounts shown therein which has not been released or will not be released simultaneously with the payment of such obligation. As of the date of this Funds Transfer Certificate, no event or condition exists that constitutes, or that with the notice or lapse of time or both, would constitute, an Event of Default under the Indenture.]

(D) Deposit or Transfer Upon Final Completion.

[The Substantial Completion Date occurred on [DATE]. SANDAG hereby certifies that the [Project] is complete. The Trustee is hereby instructed to make the deposit to the Toll
Revenue Fund as described in Section 5.04(g) of the Indenture] [to [___] as required by [the Code] [applicable law].]

SAN DIEGO ASSOCIATION OF GOVERNMENTS

By ______________________________

Authorized Representative
### SCHEDULE I
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FIRST SUPPLEMENTAL INDENTURE

between

SAN DIEGO ASSOCIATION OF GOVERNMENTS

and

U.S. BANK NATIONAL ASSOCIATION, as Trustee

Dated as of [_______ 1, 2017]

Relating to the
San Diego Association of Governments
South Bay Expressway Toll Revenue First Senior Lien Bonds, 2017 Series A
(Supplementing the Master Indenture Dated as of [_______ 1, 2017])
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THIS FIRST SUPPLEMENTAL INDENTURE, dated as of [_______ 1, 2017] (this “First Supplemental Indenture”), between the SAN DIEGO ASSOCIATION OF GOVERNMENTS, a public entity duly existing under the laws of the State of California (“SANDAG”) and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America, as trustee (together with any successor thereto, the “Trustee”).

WITNESSETH:

WHEREAS, this First Supplemental Indenture is supplemental to the Master Indenture, dated as of [_______ 1, 2017] (the “Master Indenture” and, as supplemented and amended from time to time pursuant to its terms, including as supplemented by this First Supplemental Indenture, the “Indenture”), between SANDAG and the Trustee, and capitalized terms used but not defined in these recitals are deemed to have the meaning otherwise ascribed thereto in the Master Indenture;

WHEREAS, the Indenture provides that SANDAG may issue First Senior Lien Bonds from time to time as authorized by a Supplemental Indenture, which First Senior Lien Bonds are to be secured by the Trust Estate in accordance with the Indenture;

WHEREAS, SANDAG desires to provide at this time for the issuance of First Senior Lien Bonds secured by the Trust Estate, such Bonds to be designated “San Diego Association of Governments South Bay Expressway Toll Revenue First Senior Lien Bonds, 2017 Series A” for the purpose of providing funds to refund the TransNet Note and the TIFIA Notes and has determined to issue its First Senior Lien Bonds pursuant to the Act and in accordance with the Refunding Bond Law in order to: (i) pay, or reimburse SANDAG for the payment of, a portion of costs of the acquisition, construction and development of the SR-125 Project, including by refunding the TransNet Note and the TIFIA Notes, (ii) fund a deposit to the 2017 Bonds Reserve Account established within the First Senior Lien Obligations Reserve Fund, and (iii) pay the Costs of Issuance of such First Senior Lien Bonds, all as provided in this First Supplemental Indenture; and

WHEREAS, SANDAG has determined to fund a transfer of $[blank] from cash on hand in order to meet the Operation and Maintenance Reserve Fund Policy Limit, as adopted pursuant to Resolution No. [___], dated September 22, 2017;

NOW, THEREFORE, the parties hereto hereby agree as follows:
ARTICLE XII
DEFINITIONS

Section 12.01. Definitions

(a) Definitions. Unless the context otherwise requires, or as otherwise provided in subsection (b) of this Section, all terms defined in the Indenture shall have the same meanings, respectively, in this First Supplemental Indenture.

(b) Additional Definitions. Unless the context otherwise requires, the following terms shall, for all purposes of this First Supplemental Indenture, have the following meanings:

“Authorized Denominations” means, with respect to 2017 Series A Bonds, $5,000 principal amount and any integral multiple thereof.

“First Supplemental Indenture” means this First Supplemental Indenture, dated as of [_______ 1, 2017].

“Interest Payment Date” means, with respect to the 2017 Series A Bonds, [_______ 1] and [_______ 1] of each year until the redemption or maturity of such 2017 Series A Bonds, commencing with [_______ 1, 201_].

“Issue Date” means, with respect to the 2017 Series A Bonds, the date on which the 2017 Series A Bonds are first delivered to the purchasers thereof.

“Record Date” means, with respect to the 2017 Series A Bonds, the fifteenth (15th) day (whether or not a Business Day) of the month preceding the month in which such Interest Payment Date occurs.

“2017 Series A Bonds Continuing Disclosure Agreement” means the Continuing Disclosure Agreement, dated as of [_______ 1, 2017], by and between SANDAG and [Digital Assurance Certification, L.L.C.], as dissemination agent, relating to the 2017 Series A Bonds.

“2017 Series A Bonds Costs of Issuance Account” means the 2017 Series A Bonds Costs of Issuance Account established within the First Senior Lien Obligations Account within the Project Fund pursuant to Section 16.01.

“2017 Series A Bonds Reserve Account” means the 2017 Series A Bonds Reserve Account established within the First Senior Lien Obligations Reserve Fund pursuant to Section 16.01.

“2017 Series A Bonds Reserve Account Obligations” means the 2017 Series A Bonds and any First Senior Lien Obligations that are (i) issued to refinance all or a portion of the 2017 Series A Bonds, and (ii) designated as 2017 Series A Bonds Reserve Account Obligations in the Supplemental Indenture providing for their issuance.
“2017 Series A Bonds Reserve Requirement” means, with respect to the 2017 Series A Bonds Reserve Account Obligations, an amount, calculated as of the most recent Issue Date of 2017 Series A Bonds Reserve Account Obligations, equal to the least of (i) Maximum Annual Debt Service on the Outstanding 2017 Series A Bonds Reserve Account Obligations, (ii) one hundred twenty-five percent (125%) of average Annual Debt Service on the 2017 Series A Bonds Reserve Account Obligations, or (iii) ten percent (10%) of the original principal amount of the 2017 Series A Bonds Reserve Account Obligations.

“2017 Series A Bonds Tax Certificate” shall mean that certain Tax Certificate executed on behalf of SANDAG in connection with the issuance of the 2017 Series A Bonds and relating to the requirements of the Code.


Section 12.02. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. Defined terms shall include any variant of the terms set forth in this Article XII.

The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms, as used in this First Supplemental Indenture, refer to the Indenture.

ARTICLE XIII

FINDINGS, DETERMINATIONS AND DIRECTIONS

Section 13.01. Findings and Determinations. SANDAG hereby finds and determines that the 2017 Series A Bonds shall be issued pursuant to Article XIV hereof and upon the issuance of the 2017 Series A Bonds, any and all acts, conditions and things required to exist, to happen and to be performed, precedent to and in the issuance thereof, will exist, will have happened and will have been performed, in due time, form and manner, as required by the Constitution and statutes of the State.

Section 13.02. Recital in Bonds. There shall be included in each of the definitive 2017 Series A Bonds, and also in each of the temporary 2017 Series A Bonds, if any are issued, a certification and recital that any and all acts, conditions and things required to exist, to happen and to be performed, precedent to and in the incurring of the indebtedness evidenced by that 2017A Bond, and in the issuing of that 2017A Bond, exist, have happened and have been performed in due time, form and manner, as required by the Constitution and statutes of the State and the Act, and that said 2017A Bond, together with all other indebtedness of SANDAG secured by the Trust Estate, is within every debt and other limit prescribed by the Constitution and statutes of the State and the Act, and that such certification and recital shall be in such form as is set forth in the forms of the 2017 Series A Bonds attached hereto as Exhibit A.
Section 13.03. Effect of Findings and Recital. From and after the issuance of the 2017 Series A Bonds, the findings and determinations herein shall be conclusive evidence of the existence of the facts so found and determined in any action or proceeding in any court in which the validity of the 2017 Series A Bonds is at issue, and no bona fide purchaser of any such 2017A Bond containing the certification and recital shall be required to see to the existence of any fact, or to the performance of any condition, or to the taking of any proceeding, required prior to such issuance, or to the application of the purchase price for such 2017 Series A Bonds.

ARTICLE XIV

AUTHORIZATION OF 2017 Series A Bonds

Section 14.01. Principal Amount, Designation and Series. Pursuant to the provisions of this Indenture and the provisions of the Act, a Series of First Senior Lien Bonds entitled to the benefit, protection and security of such provisions, including without limitation the grant of the Trust Estate in the Indenture, is hereby authorized in the aggregate initial principal amount of $[PAR]. Such First Senior Lien Bonds shall be issued as Current Interest Obligations and shall be designated as, and shall be distinguished from the First Senior Lien Bonds of all other Series by the title, “San Diego Association of Governments South Bay Expressway Toll Revenue First Senior Lien Bonds, 2017 Series A.”

Section 14.02. Purpose. The 2017 Series A Bonds are issued for the purpose of (i) paying, or reimbursing SANDAG for the payment of, a portion of costs of the acquisition, construction and development of the SR-125 Project, including by refunding the TransNet Note and the TIFIA Notes, (ii) funding the required deposit to the 2017 Series A Bonds Reserve Account established within the First Senior Lien Obligations Reserve Fund, and (iii) paying costs of issuance.

Section 14.03. Form, Denomination, Numbers and Letters. The 2017 Series A Bonds shall be issued as Book-Entry Bonds in fully registered form in Authorized Denominations and shall be numbered by Series from one upward in consecutive numerical order preceded by the letter “R” prefixed to the number. The 2017 Series A Bonds and the certificate of authentication shall be substantially in the form attached hereto as Exhibit A, which form is hereby approved and adopted as the form of the 2017 Series A Bonds and as the form of the certificate of authentication.

Section 14.04. Date, Maturities and Interest Rates.

(a) The 2017 Series A Bonds shall be issued as Current Interest Obligations in the aggregate principal amount of $[_________]. The 2017 Series A Bonds shall be dated their Issue Date, shall bear interest from that date, payable on [_______ 1, 201_], and semiannually thereafter on [_______ 1] and [_______ 1] of each year, at the following rates per annum, computed on the basis of a 360-day year comprised of twelve 30-day months, and shall mature on [_______ 1] in the following years and in the following amounts:
Maturity Date  
{[______ 1]}  
Principal Amount  
$  
Interest Rate  
\%  

20__  
20__*  

* Term Bond Final Maturity

(b) Interest on the 2017 Series A Bond shall be payable to the Owner thereof from the latest of: (i) its Issue Date; (ii) the most recent Interest Payment Date to which interest has been paid thereon or duly provided for, or (iii) if the date of authentication of such Bond is after a Record Date but prior to the immediately succeeding Interest Payment Date, the Interest Payment Date immediately succeeding such date of authentication.

(c) As long as the 2017 Series A Bonds are Book-Entry Bonds, principal of and premium, if any, and interest on the 2017 Series A Bonds shall be payable by wire transfer to the Securities Depository in lawful money of the United States of America.

(d) If the 2017 Series A Bonds cease to be Book-Entry Bonds, principal of and premium, if any, on the 2017 Series A Bonds shall be payable when due upon presentation and surrender thereof at the Principal Office of the Trustee and interest shall be payable by first class mail on each interest payment date to the Owners thereof as of the close of business on the Record Date; provided, however, that Owners of $1,000,000 or more in aggregate principal amount of 2017 Series A Bonds may, at any time prior to a Record Date, give the Trustee written instructions for payment of such interest on each succeeding interest payment date by wire transfer.

Section 14.05. Conditions To Delivery of 2017 Series A Bonds. Each of the 2017 Series A Bonds shall be executed and delivered as authorized by this First Supplemental Indenture and the Indenture, including Article II thereof, upon the receipt of payment therefor from the purchaser thereof.

Section 14.06. Disposition of Proceeds of 2017 Series A Bonds.

(a) The net proceeds from the sale of the 2017 Series A Bonds shall be received by the Trustee and transferred or deposited by the Trustee as follows:

(i) $[_________] shall be transferred by the Trustee to the TIFIA Lender, representing the negotiated final prepayment of the principal of, and accrued interest [and redemption premium] on, the TIFIA Notes;

(ii) $[_________] shall be transferred by the Trustee to SANDAG, representing the negotiated final prepayment of the principal of, and accrued interest [and redemption premium] on, the TransNet Note;
(iii) \$[_________], representing the 2017 Series A Bonds Reserve Requirement at the time of issuance of the 2017 Series A Bonds, shall be deposited by the Trustee in the 2017 Series A Bonds Reserve Account;

(iv) the remaining amount of \$[_________] shall be deposited by the Trustee in the 2017 Series A Bonds Costs of Issuance Account.

(b) In order to fulfill the requirements of SANDAG’s adopted Operation and Maintenance Reserve Fund Policy Limit, the amount of \$[_________] in cash on hand shall be transferred by SANDAG at closing to an internal account designated for such purpose.

ARTICLE XV

REDEMPTION OF 2017 SERIES A BONDS

Section 15.01. Optional Redemption of 2017 Series A Bonds.

(a) The 2017 Series A Bonds shall be subject to redemption prior to their respective stated maturities, at the option of SANDAG, from any source of available funds, as a whole or in part, on any date on or after [_______ 1, 20__] at the principal amount of 2017 Series A Bonds called for redemption plus accrued interest to the date fixed for redemption, without premium.

SANDAG shall give the Trustee written notice at least thirty (30) days (or such lesser time period acceptable to the Trustee) before any date fixed for the redemption of the 2017 Series A Bonds to be redeemed pursuant to this subsection (a), designating the maturity or maturities of the 2017 Series A Bonds to be redeemed, the portions thereof to be redeemed and the fact and date of such redemption.

(b) Any optional redemption of 2017 Series A Bonds and notice thereof shall be conditional and shall be rescinded and cancelled pursuant to the provisions of Section 4.03 if for any reason on the date fixed for redemption moneys are not available in the Redemption Fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of, interest, and any premium due on the 2017 Series A Bonds called for redemption.

Section 15.02. Mandatory Redemption of 2017 Series A Bonds From Sinking Fund Installments.

(a) The 2017 Series A Bonds maturing on [_______ 1, 20__] shall also be subject to mandatory redemption prior to their respective stated maturities, in part, by lot, from Sinking Fund Installments on each [_______ 1] a Sinking Fund Installment is due as specified in Section 15.02(b), in the principal amount equal to the Sinking Fund Installment due on such date and at a redemption price equal to 100% of the principal amount thereof, plus accrued but unpaid interest to the redemption date, without premium.

(b) The Sinking Fund Installments for the Series 2017 Term Bond maturing on [_______ 1, 20__] shall be due in the amounts and on the dates as follows:
On or before the date such Sinking Fund Installments are due, the Trustee shall deposit such amounts to the Principal Account and amounts so transferred shall be applied as provided in Section 5.02 and this Section 15.02.

**Section 15.03. Selection of 2017 Series A Bonds for Redemption.** SANDAG shall designate which maturities of 2017 Series A Bonds are to be called for redemption pursuant to Section 15.01 and what Sinking Fund Installments are to be reduced as allocated to such redemptions. Whenever provision is made in this Indenture for the redemption of less than all of the 2017 Series A Bonds maturing on a specific maturity date, the Trustee shall select the Bonds of such maturity to be redeemed, from the Outstanding Bonds of such maturity and Series not previously called for redemption, in minimum denominations of $5,000 (of principal), by lot in any manner which the Trustee in its sole discretion shall deem appropriate. In the event Term Bonds are designated for redemption, SANDAG may designate the Sinking Fund Installments under Section 15.02, or portions thereof, that are to be reduced as allocated to such redemption. The Trustee shall promptly notify SANDAG in writing of the Bonds of such Series so selected for redemption.

**Section 15.04. Purchase In Lieu of Redemption.** In lieu of mandatory redemption from Sinking Fund Installments, SANDAG may surrender to the Trustee for cancellation Series 2017 Term Bonds purchased on the open market and such Series 2017 Term Bonds shall be cancelled by the Trustee. If any Series 2017 Term Bonds are so cancelled, SANDAG may designate the Sinking Fund Installments or portions thereof that are to be reduced as allocated to such cancellation.

**ARTICLE XVI**

**ESTABLISHMENT OF FUNDS AND ACCOUNTS AND APPLICATION THEREOF**

**Section 16.01. Funds and Accounts.** To ensure the proper application of such portion of proceeds from the sale of the 2017 Series A Bonds to be applied to pay Costs of the SR-125 Project and Costs of Issuance of the 2017 Series A Bonds, there is hereby established the 2017 Series A Bonds Costs of Issuance Account in the First Senior Lien Obligations Account of the Project Fund, which shall be held by the Trustee. To ensure the proper application of such proceeds from the sale of the 2017 Series A Bonds to be applied to satisfy the 2017 Series A Bonds Reserve Requirement, there is hereby established the 2017 Series A Bonds Reserve
Account within the First Senior Lien Obligations Reserve Fund, such account to be held by the Trustee.

Section 16.02. First Senior Lien Obligations Account of the Project Fund.
The proceeds of the 2017 Series A Bonds set aside and placed in the First Senior Lien Obligations Account of the Project Fund shall be expended for the purpose of paying, or reimbursing SANDAG for the payment of, the Project Costs of the SR-125 Project and shall not be used for any other purpose whatsoever. SANDAG shall submit a Funds Transfer Certificate in accordance with Section 5.25 in connection with each request for a disbursement from the First Senior Lien Obligations Account. Pursuant to Section 5.07, all interest, profits and other income received from the investment of moneys in the First Senior Lien Obligations Account shall be deposited in the First Senior Lien Obligations Account. When SANDAG determines that the SR-125 Project has been completed, a Certificate of SANDAG shall be delivered to the Trustee by SANDAG stating: (i) the fact and date of such completion; (ii) that all of the costs thereof have been determined and paid (or that all of such costs have been paid less specified claims that are subject to dispute and for which a retention in the First Senior Lien Obligations Account is to be maintained in the full amount of such claims until such dispute is resolved); and (iii) that the Trustee is to transfer the remaining balance in the First Senior Lien Obligations Account, less the amount of any such retention, to the 2017 Series A Bonds Reserve Account, to the extent of any deficiency therein, and then to the First Senior Lien Obligations Fund.

Section 16.03. 2017 Series A Bonds Costs of Issuance Account. The proceeds of the 2017 Series A Bonds set aside and placed in the 2017 Series A Bonds Costs of Issuance Account shall remain therein until [_________, 2018] and expended for the purpose of paying the Costs of Issuance of the 2017 Series A Bonds. Before any payment from the 2017 Series A Bonds Costs of Issuance Account shall be made by the Trustee, SANDAG shall file or cause to be filed with the Trustee a requisition of SANDAG (each a “Requisition”), such Requisition to be signed by an Authorized Representative and to include: (i) the item number of such payment; (ii) the name and address of, or name and wiring instructions for, the person to whom each such payment is due, which may be SANDAG in the case of reimbursement for costs theretofore paid by SANDAG; (iii) the respective amounts to be paid; (iv) the purpose by general classification for which each obligation to be paid was incurred; and (v) that obligations in the stated amounts have been incurred by SANDAG and are presently due and payable and that each item thereof is a proper charge against the 2017 Series A Bonds Costs of Issuance Account and has not been previously paid from said account. On [_________, 2018], any amounts remaining in the 2017 Series A Bonds Costs of Issuance Account shall be transferred to the First Senior Lien Obligations Account of the Project Fund and the 2017 Series A Bonds Costs of Issuance Account shall be closed.

Section 16.04. 2017 Series A Bonds Reserve Account. The monies set aside and placed in the 2017 Series A Bonds Reserve Account on account of the 2017 Series A Bonds Reserve Requirement shall be held solely for the benefit of the 2017 Series A Bonds Reserve Account Obligations, and shall be used, withdrawn, and replenished as provided herein and in Sections 5.03 and 5.08. Prior to the Substantial Completion Date, if, on any date of valuation of Permitted Investments credited to the 2017 Series A Bonds Reserve Account pursuant to Section 5.08(b), the amount on deposit in the 2017 Series A Bonds Reserve Account exceeds the 2017 Series A Bonds Reserve Requirement as of such date, the Trustee shall transfer such excess
amount to the First Senior Lien Obligations Account of the Project Fund. From and after the
Substantial Completion Date, if, on any date of valuation of Permitted Investments credited to
the 2017 Series A Bonds Reserve Account pursuant to Section 5.23, the amount on deposit in the
2017 Series A Bonds Reserve Account exceeds the 2017 Series A Bonds Reserve Requirement
as of such date, the Trustee shall transfer such excess amount to the Toll Revenue Fund.

ARTICLE XVII

MISCELLANEOUS

Section 17.01. Severability. If any covenant, agreement or provision, or any
portion thereof, contained in this First Supplemental Indenture, or the application thereof to any
person or circumstance, is held to be unconstitutional, invalid or unenforceable, the remainder of
this First Supplemental Indenture, and the application of any such covenant, agreement or
provision, or portion thereof, to other persons or circumstances, shall be deemed severable and
shall not be affected thereby, and this First Supplemental Indenture shall remain valid.

Section 17.02. Parties Interested Herein. Nothing in this First Supplemental
Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any
person or entity, other than SANDAG, the Trustee, and the Owners of the 2017 Series A Bonds,
any right, remedy or claim under or by reason of this First Supplemental Indenture or any
covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and
agreements in this First Supplemental Indenture contained by and on behalf of SANDAG shall
be for the sole and exclusive benefit of SANDAG, the Trustee, and the Owners.

Section 17.03. Headings Not Binding. The headings in this First
Supplemental Indenture are for convenience only and in no way define, limit or describe the
scope or intent of any provisions or sections of this First Supplemental Indenture.

Section 17.04. Notice Addresses. Except as otherwise provided herein, it
shall be sufficient service or giving of notice, request, complaint, demand or other paper if the
same shall be duly mailed by registered or certified mail, postage prepaid, addressed to the
Notice Address for the appropriate party or parties as provided in Exhibit B hereto. Any such
entity by notice given hereunder may designate any different addresses to which subsequent
notices, certificates or other communications shall be sent, but no notice directed to any one such
entity shall be thereby required to be sent to more than two addresses.

Section 17.05. Notices to Rating Agencies. The Trustee shall provide notice
to the Rating Agencies of the following events with respect to the 2017 Series A Bonds:

(1) Change in Trustee;

(2) Amendments to the Indenture; and

(3) Redemption or defeasance of the 2017 Series A Bonds.
Section 17.06.  **Indenture to Remain in Effect.** Save and except as amended and supplemented by this First Supplemental Indenture, the Master Indenture shall remain in full force and effect.

Section 17.07.  **Effective Date of First Supplemental Indenture.** This First Supplemental Indenture shall take effect upon its execution and delivery.

Section 17.08.  **Execution in Counterparts.** This First Supplemental Indenture may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
IN WITNESS WHEREOF, the parties hereto have executed this First Supplemental Indenture by their officers thereunto duly authorized as of the day and year first written above.

SAN DIEGO ASSOCIATION OF GOVERNMENTS

By:  

Executive Director

Countersigned:

__________________________  
Clerk of the Board

APPROVED AS TO FORM:

By:  

General Counsel

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By:  

Authorized Officer
EXHIBIT A
FORM OF 2017 SERIES A BOND

San Diego Association of Governments
Toll Revenue Senior Lien Bond
South Bay Expressway Toll Revenue First Senior Lien Bonds, 2017 Series A

INTEREST RATE  MATURITY DATE  ISSUE DATE  CUSIP

[_, 20_]  [__, 2017]  

REGISTERED OWNER:  Cede & Co.

PRINCIPAL AMOUNT:  Dollars

SAN DIEGO ASSOCIATION OF GOVERNMENTS, a public entity duly organized and existing under the laws of the State of California (“SANDAG”), for value received, hereby promises to pay (but solely from the Trust Estate as hereinafter referred to) in lawful money of the United States of America, to the registered owner or registered assigns, on the maturity date set forth above, unless redeemed prior thereto as hereinafter provided, the principal amount specified above, together with interest thereon until the principal hereof shall have been paid, at the interest rate per annum specified above based on a 360-day year of twelve 30-day months, payable on [_____ 1, 20_] and semiannually thereafter on [_____ 1] and [_____ 1] and at maturity or upon the prior redemption thereof (each, an “Interest Payment Date”). This Bond shall bear interest from the latest of: (i) its Issue Date; (ii) the most recent Interest Payment Date to which interest has been paid or duly provided for, or (iii) if the date of authentication of this Bond is after a Record Date but prior to the immediately succeeding Interest Payment Date, the Interest Payment Date immediately succeeding such date of authentication.

As long as 2017 Series A Bonds are Book-Entry Bonds, principal of and premium, if any, and interest on the 2017 Series A Bonds shall be payable by wire transfer to the Securities Depository in lawful money of the United States of America.

If the 2017 Series A Bonds cease to be Book-Entry Bonds, principal of and premium, if any, on the 2017 Series A Bonds shall be payable when due upon presentation and surrender thereof at the Principal Office of U.S. Bank National Association, as trustee (the “Trustee”) and interest shall be payable by first class mail on each interest payment date to the registered owners thereof as of the close of business on the Record Date; provided, however, that the registered owner of $1,000,000 or more in aggregate principal amount of 2017 Series A Bonds may, at any time prior to a Record Date, give the Trustee written instructions for payment of such interest on each succeeding interest payment date by wire transfer. As used herein, “Record Date” means the fifteenth day (whether or not a Business Day) of the month preceding such Interest Payment Date.
This Bond is one of a duly authorized issue of bonds of SANDAG, designated as “San Diego Association of Governments Toll Revenue First Senior Lien Bonds” (the “Bonds”), of the series designated above, all of which are being issued pursuant to the provisions of Division 12.7 of the Public Utilities Code of the State of California (Section 132350 et seq.) (the “Act”), and in accordance with Article 10 and Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (Section 53570 et seq.) (the “Refunding Bond Law”), and the provisions of a Master Indenture, dated as of [_______ 1, 2017] (the “Master Indenture”), as supplemented, including as supplemented by a First Supplemental Indenture, dated as of [_______ 1, 2017] (the “First Supplemental Indenture”), each between SANDAG and the Trustee. The Master Indenture, as supplemented and amended from time to time pursuant to its terms, including as supplemented by the First Supplemental Indenture, is hereinafter referred to as the “Indenture.” Said authorized issue of Bonds is not limited in principal amount and consists or may consist of one or more series of varying denominations, dates, maturities, interest rates and other provisions, as in the Indenture provided. Capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Indenture.

THIS BOND IS A LIMITED OBLIGATION OF SANDAG SECURED SOLELY BY THE TRUST ESTATE AS DEFINED AND PROVIDED IN THE INDENTURE AND SANDAG IS NOT OBLIGATED TO PAY THIS BOND EXCEPT FROM SUCH TRUST ESTATE. THIS BOND DOES NOT CONSTITUTE A DEBT OR LIABILITY OF THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION OF THE STATE OTHER THAN SANDAG. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF CALIFORNIA IS PLEDGED TO THE PAYMENT OF PRINCIPAL OR INTEREST OF THIS BOND.

Reference is hereby made to the Indenture, the Refunding Bond Law and the Act for a description of the terms on which the Bonds are issued and to be issued, the provisions with regard to the nature and extent of the Trust Estate and the rights of the registered owners of the Bonds and all the terms of the Indenture are hereby incorporated herein and constitute a contract between SANDAG and the registered owner from time to time of this Bond, and to all the provisions thereof the registered owner of this Bond, by its acceptance hereof, consents and agrees. Additional Bonds may be issued and other indebtedness may be incurred on a parity with the Series of Bonds of which this Bond is a part, but only subject to the conditions and limitations contained in the Indenture.

This Bond is secured by and payable both as to principal and interest, and as to any premium upon the redemption hereof, solely from the Trust Estate as defined in the Indenture, subject only to the provisions of the Indenture permitting application thereof for the purposes and on the terms and conditions set forth therein, and SANDAG is not obligated to pay this Bond except from said Trust Estate.

Optional Redemption Provisions

Bonds shall be subject to optional redemption as specified in the Indenture.

Amendments and Modifications
The rights and obligations of SANDAG and of the holders and registered owners of the Bonds of the Series of Bonds of which this Bond is a part may be modified or amended at any time in the manner, to the extent, and upon the terms provided in the Indenture, which provide, in certain circumstances, for modifications and amendments without the consent of or notice to the registered owners of Bonds.

**Transfer and Exchange**

This Bond is transferable or exchangeable as provided in the Indenture, only upon the Bond Register at the Principal Office of the Trustee, by the registered owner hereof in person, or by such owner’s duly authorized attorney, upon surrender of this Bond at the Principal Office of the Trustee, together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or such owner’s duly authorized attorney, and thereupon a new Bond or Bonds of the same series, maturity, interest rate and in the same Accreted Value, shall be issued to the transferee in exchange therefor as provided in the Indenture, upon payment of any charges therein prescribed.

**Persons Deemed Holders**

The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner hereof for all purposes, including receiving payment of, or on account of, the principal of and premium and interest due hereon.

It is hereby certified and recited that any and all acts, conditions and things required to exist, to happen and to be performed, precedent to and in the incurring of the indebtedness evidenced by this Bond, and in the issuing of this Bond, exist, have happened and have been performed in due time, form and manner, as required by the Constitution and statutes of the State of California and the Act and the Refunding Bond Law, and that this Bond, together with all other indebtedness of SANDAG secured by the Trust Estate, is within every debt and other limit prescribed by the Constitution and statutes of the State of California and the Act.

This Bond shall not be entitled to any benefit under the Indenture, or become valid or obligatory for any purpose, until the certificate of authentication hereon endorsed shall have been manually signed by the Trustee.
IN WITNESS WHEREOF the San Diego Association of Governments has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of its duly authorized representatives all as of the Issue Date set forth above.

SAN DIEGO ASSOCIATION OF GOVERNMENTS

By: ________________________________

Chair of the Board

(Seal)

Countersigned:

By: ________________________________

Clerk of the Board
[FORM OF CERTIFICATE OF AUTHENTICATION]

This Bond is one of the 2017 Series A Bonds described in the within mentioned Indenture and was authenticated on the date set forth below.

Date of Authentication: _________________________

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: ________________________________
Authorized Officer

[DTC LEGEND]

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.
[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

________________________________________
(Please Print or Type Name and Address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER TAX IDENTIFICATION NUMBER OF ASSIGNEE

________________________________________

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints

to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated:

Signature: ____________________________________________

(Signature of Assignor)

Notice: The signature on this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

SIGNATURE GUARANTEED:

________________________________________

Notice: Signature must be guaranteed by an eligible guarantor firm.
EXHIBIT B

NOTICE ADDRESSES

To SANDAG:

San Diego Association of Governments

401 B Street, Suite 800
San Diego, CA 92101

Attention: ___________
Telephone: ___________
Fax: ___________

To the Trustee:

U.S. Bank National Association

Attention:
Telephone:
Fax:

To the Rating Agencies:

[S&P Global Ratings
55 Water Street, 38th Floor
New York, New York 10041
Telephone No.: 212-438-2000
Facsimile No.: 212-438-2157
pubfin_structured@standardandpoors.com

Fitch Ratings
One State Street Plaza
New York, New York 10004]
SAN DIEGO ASSOCIATION OF GOVERNMENTS
SOUTH BAY EXPRESSWAY TOLL REVENUE FIRST SENIOR LIEN BONDS
2017 SERIES A

BOND PURCHASE AGREEMENT

San Diego Association of Governments
401 B Street, Suite 800
San Diego, California 92101

Ladies and Gentlemen:

J.P. Morgan Securities LLC (the “Representative”), acting on behalf of itself, Barclays Capital and Citigroup Global Markets Inc. (collectively the “Underwriters”), hereby offers to enter into this Bond Purchase Agreement with the San Diego Association of Governments (“SANDAG”), which, upon SANDAG’s acceptance hereof, will be binding upon SANDAG and the Underwriters. This offer is made subject to the written acceptance of this Bond Purchase Agreement by SANDAG and the delivery of such acceptance to the Representative or its attorney at or prior to 6:00 p.m., Pacific time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriters upon notice delivered to SANDAG at any time prior to the acceptance hereof by SANDAG.

The Representative represents and warrants to SANDAG that it has been duly authorized to enter into this Bond Purchase Agreement and to act hereunder by and on behalf of the Underwriters.

1. Definitions. All capitalized terms not defined herein shall have the meanings ascribed to them in the Indenture, as defined below. Unless a different meaning clearly appears from the context, the following words and terms shall have the following meanings, respectively:

“Bond Purchase Agreement” shall mean this Bond Purchase Agreement.

“Bond Resolution” shall mean Resolution No. _____ adopted by SANDAG on ______________, 2017.

“Bonds” shall mean $____________ aggregate principal amount of San Diego Association of Governments South Bay Expressway Toll Revenue First Senior Lien Bonds, 2017 Series A.

“Business Day” shall mean any day other than a Saturday, Sunday or legal holiday in the State or in New York, New York or a day on which either the Trustee or SANDAG is legally authorized to close.

“Closing Date” shall have the meaning given such term in Section 7 hereof.

“Closing Time” shall mean the time at which payment for and delivery of the Bonds shall occur, as established pursuant to Section 7 hereof.
“Continuing Disclosure Agreement” shall mean the Continuing Disclosure Agreement dated ______________, 2017.

“County” shall mean the County of San Diego, California.

“End Date” shall have the meaning set forth in Section 2 hereof.

“Indenture” shall mean the Indenture, dated as of __________ 1, 2017, between SANDAG and the Trustee, as amended or supplemented, including as supplemented by the First Supplemental Indenture.

“Legal Documents” shall mean the Indenture, the Continuing Disclosure Agreement, the Tax Certificate, the Franchise Agreement and the Traffic/Law Enforcement Letter of Agreement.

“Official Statement” shall mean the Official Statement of SANDAG, dated ______________, 2017, relating to the Bonds, together with the cover page thereof and all appendices, exhibits, amendments and supplements thereto.

“Preliminary Official Statement” shall mean the Preliminary Official Statement of SANDAG, dated ______________, 2017, relating to the Bonds, together with the cover page thereof and all appendices, exhibits, amendments and supplements thereto.


“First Supplemental Indenture” shall mean the First Supplemental Indenture, dated as of ______________ 1, 2017, between SANDAG and U.S. Bank National Association, as Trustee, as amended or supplemented.

“State” shall mean the State of California.

“Tax Certificate” shall mean the Tax Certificate of SANDAG dated the Closing Date.

2. Use and Preparation of Official Statement; Continuing Disclosure Agreement. SANDAG has heretofore delivered to the Underwriters copies of the Preliminary Official Statement, which SANDAG has deemed final as of its date, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of Rule 15c2-12.

SANDAG shall prepare and deliver to the Underwriters, as promptly as practicable, but in no event later than seven (7) business days from the date hereof and at least two (2) business days prior to the Closing Date, whichever occurs first, a final Official Statement, with such changes and amendments as may be agreed to by the Representative, in such quantities as the Underwriters may reasonably request in order to comply with paragraph (b)(4) of Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board (the “MSRB”). SANDAG hereby ratifies, confirms and approves the use and distribution by the Underwriters prior to the date hereof of the Preliminary Official Statement and hereby authorizes the Underwriters to use and distribute the Official Statement and all information contained therein in connection with the public offering and sale of the Bonds. The Representative agrees to promptly file a copy of the Official Statement, including any supplements prepared by SANDAG, with the MSRB on its Electronic Municipal Markets Access (“EMMA”) system. SANDAG shall deliver sufficient copies of the Official Statement to enable the Underwriters to distribute a single copy to any potential customer of the Underwriters requesting an Official Statement during the time period beginning
when the Official Statement becomes available and ending on a date referred to herein as the “End Date,” which is the date when the Official Statement becomes available through EMMA, but in no event less than 25 days after the end of the underwriting period (as defined in Rule 15c2-12). On the Closing Date SANDAG may assume that the end of the underwriting period has occurred unless otherwise informed in writing by the Underwriters. In any event, the Underwriters shall promptly notify SANDAG of the end of the underwriting period.

SANDAG will undertake pursuant to a Continuing Disclosure Agreement, to be dated as of the date of issuance of the Bonds, to provide certain annual financial and operating information and certain material event notices. A description of this undertaking is set forth in the Official Statement.

3. **Purchase and Sale of the Bonds.** Upon the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriters hereby agree to purchase from SANDAG the Bonds for offering to the public, and SANDAG hereby agrees to sell to the Underwriters, all (but not less than all) of the $__________ aggregate principal amount of the Bonds at an aggregate purchase price of $__________ (the “Purchase Price”), representing the aggregate principal amount of the Bonds, plus original issue premium of $__________, less an underwriters' discount of $__________.

4. **The Bonds.** The principal amounts, maturity dates, interest rates and prices with respect to the Bonds shall be as described in the Official Statement and in Appendix A hereto.

5. **Public Offering of the Bonds; Determination of Issue Price.**

   (a) Except as otherwise disclosed and agreed to by SANDAG, the Underwriters agree to make a bona fide public offering of the Bonds at the initial public offering price or prices set forth on the inside cover page of the Official Statement and in Appendix A hereto; provided, however, the Underwriters reserve the right to change the offering prices as the Underwriters deem necessary or desirable, in their sole discretion, in connection with the marketing of the Bonds, and to sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) and others at prices lower than the initial offering prices set forth in the Official Statement. A “bona fide public offering” shall include an offering to institutional investors or registered investment companies, regardless of the number of such investors to which the Bonds are sold.

   (b) The Representative, on behalf of the Underwriters, agrees to assist SANDAG in establishing the issue price of the Bonds and shall execute and deliver to SANDAG on the Closing Date an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, SANDAG and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by SANDAG under this section to establish the issue price of the Bonds may be taken on behalf of SANDAG by SANDAG’s municipal advisor identified herein and any notice or report to be provided to SANDAG may be provided to SANDAG’s municipal advisor.

   (c) [Except for the Hold-the-Price Maturities described in subsection (d) below and in Appendix A attached hereto,) SANDAG will treat the first price at which 10% of each maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Bond Purchase Agreement, the Representative shall report to SANDAG the price or prices at which the Underwriters have sold to the public each maturity of
the Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Representative agrees to promptly report to SANDAG the prices at which Bonds of that maturity have been sold by the Underwriters to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public. The maturities of the Bonds for which the 10% test has been satisfied are referred to herein as the “10% Test Maturities.”

(d) [With respect to the maturities of the Bonds that are not 10% Test Maturities, as described in Appendix A attached hereto (the “Hold-the-Price Maturities”), the Representative confirms that the Underwriters have offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Appendix A attached hereto, except as otherwise set forth therein. Appendix A also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which SANDAG and the Representative, on behalf of the Underwriters, agree that the restrictions set forth in the next sentence shall apply, which will allow SANDAG to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriters will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Representative shall promptly advise SANDAG when the Underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

SANDAG acknowledges that, in making the representation set forth in this subsection, the Representative will rely on (i) the agreement of each Underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. SANDAG further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.]

(e) The Representative confirms that:

(i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the Representative is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains
or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Representative that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative and as set forth in the related pricing wires, and

(ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Representative or the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative or the Underwriter and as set forth in the related pricing wires.

(f) The Underwriters acknowledge that sales of any Bonds to any person that is a related party to an Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with SANDAG (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Bond Purchase Agreement by all parties.
6. **Use of Documents.** SANDAG hereby authorizes the Underwriters to use, in connection with the public offering and sale of the Bonds, this Bond Purchase Agreement, the Preliminary Official Statement, the Official Statement and the Legal Documents, and the information contained herein and therein.

7. **Closing.** The Closing Time shall be no later than 10:00 a.m., Pacific time, on ______________, 2017, or at such other time or on such later date as shall have been mutually agreed upon by SANDAG and the Representative (the “Closing Date”). At the Closing Time, SANDAG will deliver or cause to be delivered the Bonds to the Underwriters through The Depository Trust Company (“DTC”) in definitive or temporary form, duly executed by SANDAG, together with the other documents hereinafter mentioned; and the Underwriters will accept such delivery and pay the Purchase Price in immediately available funds to the Trustee.

The Bonds will be registered in the name of “Cede & Co.” as nominee of DTC. It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on the Bonds nor any error with respect thereto shall constitute a cause for failure or refusal by the Underwriters to accept delivery of the Bonds in accordance with the terms of this Bond Purchase Agreement.

Delivery of the Bonds will be made through the book-entry system of DTC, and all other actions to be taken at the Closing Time, including the delivery of the items set forth in Section 9 hereof, shall take place at the offices of Orrick, Herrington & Sutcliffe LLP, San Francisco, California, or at such other place as shall have been mutually agreed upon by SANDAG and the Representative.

8. **Representations, Warranties and Agreements of SANDAG.** SANDAG hereby represents, warrants and agrees with the Underwriters that:

   (a) SANDAG has been duly created and is validly existing under the laws of the State and has the power to issue the Bonds pursuant to the Act, the Bond Resolution and the Legal Documents.

   (b) SANDAG has full legal right, power and authority under the Constitution and the laws of the State to cause the collection of the Toll Revenues, to adopt the Bond Resolution, to enter into the Legal Documents and this Bond Purchase Agreement, and to sell, issue and deliver the Bonds to the Underwriters as provided herein; SANDAG has full legal right, power and authority to perform its obligations under the Bond Resolution, the Bonds, the Legal Documents and this Bond Purchase Agreement, and to carry out and consummate the transactions contemplated thereby and hereby and by the Official Statement; except as described in the Preliminary Official Statement and the Official Statement, SANDAG has complied with, or will at the Closing Time be in compliance with, in all respects material to this transaction, the Constitution, the Act, the Ordinance and laws of the State, and the terms of the Bond Resolution, the Bonds, the Legal Documents and this Bond Purchase Agreement.

   (c) By all necessary official action, SANDAG has duly adopted the Bond Resolution, has duly authorized the preparation and distribution of the Preliminary Official Statement and the preparation, execution and delivery of the Official Statement, has duly authorized and approved the execution and delivery of, and the performance of its obligations under, the Bonds, this Bond Purchase Agreement and the Legal Documents, and the consummation by it of all other transactions contemplated by this Bond Purchase Agreement, the Bond Resolution, and the Legal Documents. When executed and delivered by their respective parties, the Legal Documents and this Bond Purchase Agreement (assuming due authorization, execution and delivery by and enforceability against the other parties thereto) will be in full force and effect and each will constitute legal, valid and binding agreements or obligations of
SANDAG, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency; reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors rights generally, the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State.

(d) The Bonds, when issued, authenticated and delivered in accordance with the Bond Resolution and the Indenture, and sold to the Underwriters as provided' herein, will constitute legal, valid and binding obligations of SANDAG, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally, the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State, and will be entitled to the benefits of the laws of the State, the Indenture and the Bond Resolution.

(e) All consents, approvals, authorizations, orders, licenses or permits of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter, that are required for the due authorization by, or that would constitute a condition precedent to or the absence of which would materially adversely affect the issuance, delivery or sale of the Bonds and the execution, delivery of and performance of the Legal Documents by SANDAG have been duly obtained (except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds, as to which no representation is made).

(f) Except as described in the Preliminary Official Statement and the Official Statement, SANDAG is not in any material respect in breach of or default under any constitutional provision, law or administrative regulation of the State or of the United States or any agency or instrumentality of either or any judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which SANDAG is a party or to which SANDAG or any of its property or assets is otherwise subject (including, without limitation, the Bond Resolution and the Legal Documents), and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument; and the adoption of the Bond Resolution, the issuance, delivery and sale of the Bonds and the execution and delivery of this Bond Purchase Agreement and the Legal Documents and compliance with SANDAG’s obligations therein and herein will not in any material respect conflict with, violate or result in a breach of or constitute a default under, any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, agreement, mortgage, lease or other instrument to which SANDAG is a party or to which SANDAG or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of SANDAG or under the terms of any such law, regulation or instruments, except as provided by the Bond Resolution and the Legal Documents.

(g) As of the date hereof, no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, government agency, public board or body, is pending or, to the best of SANDAG’s knowledge, threatened against SANDAG: (i) in any way affecting the existence of SANDAG or in any way challenging the respective powers of the several offices or the titles of the officials of SANDAG to such offices; (ii) affecting or seeking to prohibit, restrain or enjoin the issuance, sale or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, or the collection of Toll Revenues; (iii) in any way contesting or affecting, as to SANDAG, the validity or enforceability of the Act, the proceedings adopting the Bond Resolution or authorizing the Bonds, the Legal Documents or this Bond Purchase Agreement; (iv) in any way contesting the powers of SANDAG or its authority with respect to issuance or delivery of the Bonds, the adoption of the Bond Resolution, or the execution and
delivery of the Legal Documents or this Bond Purchase Agreement, or contesting the power or authority to collect toll revenues or contesting the exclusion from gross income of interest on the Bonds for federal income tax purposes; (vi) in any way contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or any supplement or amendment thereto; or (vii) in any way contesting or challenging the consummation of the transactions contemplated hereby or thereby or that might materially adversely affect the ability of SANDAG to perform and satisfy its obligations under this Bond Purchase Agreement, the Legal Documents or the Bonds; nor to the best of SANDAG’s knowledge is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the Act, the proceedings adopting the Bond Resolution or authorizing the Legal Documents or this Bond Purchase Agreement or the performance by SANDAG of its obligations thereunder, or the adoption, authorization, execution, delivery or performance by SANDAG of the Bonds, the Bond Resolution, the Legal Documents or this Bond Purchase Agreement.

(h) Between the date hereof and the Closing Time, SANDAG will not, without the prior written consent of the Representative, offer or issue in any material amount any bonds, notes or other obligations for borrowed money, or in any material amount incur any material liabilities, direct or contingent, except in the course of normal business operations of SANDAG or relating to the Project or except for such borrowings as may be described in or contemplated by the Preliminary Official Statement and the Official Statement.

(i) SANDAG will furnish such information, execute such instruments, and take such other action in cooperation with and at the expense of the Underwriters as the Underwriters may reasonably request in order (i) to qualify the Bonds for sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriters may designate and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions; and SANDAG will use commercially reasonable efforts to continue such qualification in effect so long as required for distribution of the Bonds; provided, however, that in no event shall SANDAG be required to take any action which would subject itself to service of process in any jurisdiction in which it is not already so subject, and will provide prompt written notice to the Underwriters of receipt by SANDAG of any written notification with regard to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

(j) SANDAG has the legal authority to apply and will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Act, the Ordinance, the Bond Resolution and the Indenture, and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

(k) The Bonds, when issued, will conform to the description thereof contained in the Preliminary Official Statement (other than the information as to principal amounts, interest rates, redemption provisions and other information subject to change) and the Official Statement under the captions “DESCRIPTION OF THE BONDS” and Appendix C – “SUMMARY OF INDENTURE”; the proceeds of the Bonds, when issued, will be applied generally as described in the Preliminary Official Statement and the Official Statement under the captions “INTRODUCTION – Use of Proceeds” and “PLAN OF FINANCE”; and the Bond Resolution and the Indenture conform to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement.

(l) The Preliminary Official Statement (other than information allowed to be omitted by Rule 15c2-12), as of its date and as of the date hereof, did not and does not contain any untrue
statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading (excluding therefrom the information contained under the caption “UNDERWRITING” and all information concerning the book-entry system set forth under the caption “DESCRIPTION OF THE BONDS – General” and in Appendix G as to which no representations or warranties are made).

(m) As of the date hereof, and (unless an event occurs of the nature described in paragraph (p) of this Section 8) at all times subsequent thereto, up to and including the Closing Time, the Official Statement (excluding therefrom the information under the caption “UNDERWRITING” and all information concerning the book-entry system set forth under the caption “DESCRIPTION OF THE BONDS – General” and in Appendix G as to which no representations or warranties are made) did not and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements in the Official Statement, in the light of the circumstances under which they are made, not misleading.

(n) If the Official Statement is supplemented or amended pursuant to paragraph (p) of this Section 8, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto up to and including the Closing Time, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(o) SANDAG shall not amend or supplement the Official Statement without the prior written consent of the Representative, which shall not be unreasonably withheld. If between the date hereof and the Closing Time, any event shall occur which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, SANDAG shall notify the Representative thereof, and if, in the opinion of the Representative, such event requires the preparation and publication of a supplement or amendment to the Official Statement, SANDAG shall forthwith prepare and furnish (at the expense of SANDAG) a reasonable number of copies of an amendment of or supplement to the Official Statement in form and substance satisfactory to the Representative.

(p) Except as described in the Preliminary Official Statement and the Official Statement, SANDAG has not granted a lien on or made a pledge of the Revenue or any other funds pledged under the Indenture.

(q) SANDAG is not in default in any material respect on any bond, note or other obligation for borrowed money or under any agreement under which any such obligation is outstanding, and at no time has defaulted in any material respect on any payment obligation with respect to such outstanding bonds, notes or other obligations for borrowed money.

(r) The financial statements of, and other financial information regarding, SANDAG in the Preliminary Official Statement and the Official Statement relating to the receipts, expenditures and cash balances of Revenue by SANDAG as of June 30, 2016 and as of June 30, 2017 fairly represent the receipts, expenditures and cash balances of such amounts and, insofar as presented, other funds of SANDAG as of the dates and for the periods therein set forth. The financial statements of SANDAG have been prepared in accordance with generally accepted accounting principles consistently applied. Except as disclosed in the Preliminary Official Statement and the Official Statement or otherwise disclosed in writing to the Representative, there has not been any materially adverse change in the financial condition
of SANDAG or in its operations since June 30, 2017 and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(s) Prior to the Closing Time, SANDAG will not take any action within or under its control, other than actions in the normal course of operation, that will cause any material adverse change in such financial position, results of operations or condition, financial or otherwise, of SANDAG.

(t) Upon the delivery of the Bonds, the aggregate principal amount of Bonds authorized to be issued under the Indenture will not in combination with all outstanding debt obligations of SANDAG exceed any limitation imposed by law or by the Indenture.

(u) Except as otherwise set forth in the Preliminary Official Statement and the Official Statement, SANDAG has complied in all material respects during the previous five years with all previous undertakings required pursuant to Rule 15c2-12.

(v) Any certificate, signed by any official of SANDAG authorized to do so in connection with the transactions described in this Bond Purchase Agreement, shall be deemed a representation and warranty by SANDAG to the Underwriters as to the statements made therein.

9. Conditions to the Underwriters' Obligations. The Representative has entered into this Bond Purchase Agreement in reliance upon the representations, warranties and obligations of SANDAG contained herein and upon the documents and instruments to be delivered at the Closing Time. Accordingly, the Underwriters’ obligations under this Bond Purchase Agreement shall be subject to the following conditions:

(a) The representations and warranties of SANDAG contained herein shall be true and correct at the date hereof and true and correct at and as of the Closing Time, as if made at and as of the Closing Time and will be confirmed by a certificate or certificates of the appropriate SANDAG official or officials dated the Closing Date, and SANDAG shall be in compliance with each of the agreements and covenants made by it in this Bond Purchase Agreement;

(b) At the Closing Time, the Act, the Bond Resolution and the Legal Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to by SANDAG and the Representative, and (ii) SANDAG shall perform or have performed all of its obligations required under or specified in the Act, the Bond Resolution, the Legal Documents, this Bond Purchase Agreement, the Preliminary Official Statement and the Official Statement to be performed at or prior to the Closing Time;

(c) As of the date hereof and at the Closing Time, all necessary official action of SANDAG relating to this Bond Purchase Agreement, the Legal Documents, the Preliminary Official Statement and the Official Statement shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect;

(d) Subsequent to the date hereof, up to and including the Closing Time, there shall not have occurred any change in or particularly affecting SANDAG, the Act, the Ordinance, the Toll Revenues or the Bonds as the foregoing matters are described in the Preliminary Official Statement and the Official Statement, which in the reasonable professional judgment of the Representative materially impairs the investment quality of the Bonds;

(e) At or prior to the Closing Date, the Representative shall receive copies of each of the following documents:
(1) The Official Statement delivered in accordance with Section 2 hereof and each supplement or amendment, if any, executed on behalf of SANDAG by its Executive Director.

(2) An approving opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel, dated the Closing Date, as to the validity of the Bonds, the exclusion of interest on the Bonds from federal gross income and the exclusion of interest on the Bonds from State income taxation, addressed to SANDAG substantially in the form attached as Appendix E to the Official Statement, and a reliance letter with respect thereto addressed to the Underwriters.

(3) A supplemental opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel, addressed to the Underwriters, to the effect that:

   (i) The Bond Purchase Agreement and the Continuing Disclosure Agreement each has been duly executed and delivered by SANDAG and each is valid and binding upon SANDAG, subject to laws relating to bankruptcy, insolvency, reorganization or creditors' rights generally, to the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State of California;

   (ii) The statements contained in the Official Statement in the sections entitled “DESCRIPTION OF THE BONDS” (other than the information concerning DTC and the book-entry system), “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS,” “TAX MATTERS” and Appendix C – “SUMMARY OF INDENTURE,” excluding any material that may be treated as included under such captions by cross-reference, insofar as such statements expressly summarize certain provisions of the Indenture, the Bonds, and the form and content of such counsel's opinion attached as Appendix E to the Preliminary Official Statement and the Official Statement, are accurate in all material respects; and

   (iii) The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended (the “1933 Act”) and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”).

(4) A letter, dated the Closing Date and addressed to SANDAG and the Underwriters, from Nixon Peabody LLP, Disclosure Counsel, substantially in the form attached as Appendix C hereto.

(5) The opinion of Norton Rose Fulbright US LLP, Underwriters’ Counsel, addressed to the Underwriters, in form and substance acceptable to the Underwriters, covering such items as the Representative may request.

(6) The opinion of the General Counsel to SANDAG, dated the Closing Date, addressed to the Underwriters and the Trustee, to the effect that:

   (i) SANDAG has been duly organized and is validly existing under the Constitution and laws of the State of California, and has all requisite power and authority thereunder: (a) to adopt the Bond Resolution, and to enter into, execute, deliver and perform its covenants and agreements under the Legal Documents and the Bond Purchase Agreement; (b) to approve and authorize the use and distribution of the
Preliminary Official Statement and the use, execution and distribution of the Official Statement; (c) to issue, sell, execute and deliver the Bonds; (d) to cause the Toll Revenues to be collected as described in the Preliminary Official Statement and the Official Statement; (e) to pledge the Revenue as contemplated by the Legal Documents; and (f) to carry on its activities as currently conducted;

(ii) SANDAG has taken all actions required to be taken by it prior to the Closing Date material to the transactions contemplated by the documents mentioned in paragraph (i) above, and SANDAG has duly authorized the execution and delivery of, and the due performance of its obligations under, the Bond Purchase Agreement, the Legal Documents and the Bonds;

(iii) the Bond Resolution was duly adopted by at least a two-thirds vote of all the voting members of the Board of Directors of SANDAG at a meeting of the governing body of SANDAG which was called and held pursuant to law and with all required notices and in accordance with all applicable open meetings laws and at which a quorum was present and acting at the time of the adoption of the Bond Resolution;

(iv) the adoption of the Bond Resolution, the execution and delivery by SANDAG of the Bond Purchase Agreement, the Legal Documents and the Bonds and the compliance with the provisions of the Bond Purchase Agreement, the Legal Documents and the Bonds, to the best of such counsel's knowledge after due inquiry, do not and will not conflict with or violate in any material respect any California constitutional, statutory or regulatory provision, or, to the best of such counsel's knowledge after due inquiry, conflict with or constitute on the part of SANDAG a material breach of or default under any agreement or instrument to which SANDAG is a party or by which it is bound;

(v) the Bonds, the Legal Documents and the Bond Purchase Agreement constitute binding and legal obligations of SANDAG and are enforceable according to the terms thereof, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights generally, and by the application of equitable principles if equitable remedies are sought, by the exercise of judicial discretion and the limitations on legal remedies against public entities in the State;

(vi) no litigation is pending with service of process completed or, to the best of such counsel's knowledge after due inquiry, threatened against SANDAG in any court in any way affecting the titles of the officials of SANDAG to their respective positions, or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or the collection of revenues pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Bond Resolution, the Legal Documents or the Bond Purchase Agreement, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the powers of SANDAG or its authority with respect to the Bonds, the Bond Resolution, the Legal Documents or the Bond Purchase Agreement, or questioning the existence of SANDAG;

(vii) the information contained in the Preliminary Official Statement and the Official Statement under the captions “SAN DIEGO ASSOCIATION OF GOVERNMENTS” and “LITIGATION” does not contain any untrue statement of a
material fact and does not omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(viii) to the best of such counsel's knowledge after due inquiry, no authorization, approval, consent or other order of the State or any local agency of the State, other than such authorizations, approvals and consents which have been obtained, is required for the valid authorization, execution and delivery by SANDAG of the Legal Documents and the authorization and distribution of the Official Statement (provided that no opinion need be expressed as to any action required under state securities or Blue Sky laws in connection with the purchase of the Bonds by the Underwriters); and

(ix) to the best of such counsel's knowledge after due inquiry, SANDAG is not in breach of or default under any applicable law or administrative regulation of the State or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which SANDAG is a party or is otherwise subject, which breach or default would materially adversely affect SANDAG’s ability to enter into or perform its obligations under the Legal Documents and the Bond Purchase Agreement, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument and which would materially adversely affect SANDAG’s ability to enter into or perform its obligations under the Legal Documents and the Bond Purchase Agreement.

(7) A certificate, dated the Closing Date and signed by such officials of SANDAG as shall be satisfactory to the Representative, to the effect that (i) the representations, warranties and covenants of SANDAG contained in the Bond Purchase Agreement are true and correct in all material respects on and as of the Closing Time with the same effect as if made at the Closing Time; (ii) the Bond Resolution is in full force and effect at the Closing Time and has not been amended, modified or supplemented, except as agreed to by SANDAG and the Representative; (iii) SANDAG has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Time; (iv) subsequent to the date of the Official Statement and on or prior to the date of such certificate, there has been no material adverse change in the condition (financial or otherwise) of SANDAG, whether or not arising in the ordinary course of SANDAG’s operations, as described in the Official Statement; and (v) the Preliminary Official Statement, as of its date and as of the date of the Bond Purchase Agreement, (excluding therefrom the information under the caption “UNDERWRITING,” all information concerning the book-entry system set forth under the caption “DESCRIPTION OF THE BONDS – General” and in Appendix G, as to which no representations and warranties need be made), and the Official Statement, as of its date and as of the Closing Date (excluding therefrom the information under the caption “UNDERWRITING,” all information concerning the book-entry system set forth under the caption “DESCRIPTION OF THE BONDS – General” and in Appendix G, as to which no representations and warranties need be made), did not and does not contain any untrue statement of a material fact and neither omitted nor omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(8) The audited financial statements of SANDAG relating to the receipts, expenditures and cash balances of Toll Revenues by SANDAG as of June 30, 2016 and as of June 30, 2017 included in the Official Statement, certified by SANDAG on the Closing Date as being correct and complete.
A certificate, dated the Closing Date, signed by a duly authorized official of the Trustee, satisfactory in form and substance to the Representative, to the effect that:

(i) the Trustee is a national banking association organized and existing under and by virtue of the laws of the United States of America, having the full power and being qualified to enter into and perform its duties under the Indenture;

(ii) the Trustee is duly authorized to enter into, has duly executed and delivered the Legal Documents to which the Trustee is a party and has duly authenticated and delivered the Bonds;

(iii) the execution and delivery of the Legal Documents to which the Trustee is a party and compliance with the provisions on the Trustee's part contained therein, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Trustee is a party or is otherwise subject (except that no representation, warranty or agreement is made with respect to any federal or state securities or Blue Sky laws or regulations), nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets held by the Trustee pursuant to the lien created by the Indenture under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Indenture;

(iv) the Trustee has not been served with any action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, nor is any such action, to the best of such official's knowledge after reasonable investigation, threatened against the Trustee affecting the existence of the Trustee, or the titles of its officers to their respective offices, or in any way contesting or affecting the validity or enforceability of the Legal Documents to which the Trustee is a party, or contesting the powers of the Trustee or its authority to enter into, adopt or perform its obligations under any of the foregoing, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Legal Documents to which the Trustee is a party; and

(v) the Trustee will apply the proceeds from the Bonds as provided in the Indenture.

A certified copy of the general resolution or other documentation of the Trustee authorizing the execution and delivery of the Legal Documents to which the Trustee is a party.

The opinion of counsel of the Trustee, dated the Closing Date, addressed to SANDAG and the Underwriters, to the effect that:

(i) the Trustee is a national banking association duly organized, validly existing and in good standing under the laws of the United States having full power and authority and being qualified to enter into, accept and administer the trust created under the Legal Documents to which it is a party and to enter into such Legal Documents;
(ii) the Legal Documents to which it is a party have been duly authorized, executed and delivered by the Trustee and constitute the valid and binding obligations of the Trustee enforceable against the Trustee in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought;

(iii) the Bonds have been duly authenticated by the Trustee;

(iv) the execution, delivery and performance of the Legal Documents will not conflict with or cause a default under any law, ruling, agreement, administrative regulation or other instrument by which the Trustee is bound;

(v) all authorizations and approvals required by law and the articles of association and bylaws of the Trustee in order for the Trustee to execute and deliver and perform its obligations under the Legal Documents to which it is a party have been obtained; and

(vi) no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, is pending or threatened in any way affecting the existence of the Trustee or the titles of its directors or officers to their respective offices, or seeking to restrain or enjoin the issuance, sale or delivery of the Bonds or the application of proceeds thereof in accordance with the Legal Documents to which it is a party, or in any way contesting or affecting the Bonds or the Legal Documents to which it is a party.

(12) Evidence of signature authority and incumbency of the Trustee.

(13) A copy of the Traffic and Revenue Study (the “Traffic and Revenue Study”) of Stantec Consulting Services Inc. (the “Traffic and Revenue Consultant”), as set forth in Appendix A to the Official Statement;

(14) A certificate of the Traffic and Revenue Consultant, executed by an authorized signatory of the Traffic and Revenue Consultant and dated the Closing Date, to the effect that:

(A) the Traffic and Revenue Consultant has been retained by SANDAG to prepare the Traffic and Revenue Study;

(B) The Traffic and Revenue Consultant consents to the inclusion of the Traffic and Revenue Study as an appendix to the Preliminary Official Statement, and to the inclusion of the Traffic and Revenue Study as an appendix to the Official Statement;

(C) The Traffic and Revenue Consultant has expertise in the matters addressed in the Traffic and Revenue Study and acknowledges that SANDAG and the Underwriters have relied on such expertise in connection with obtaining credit ratings on the Bonds and the offering and sale of the Bonds to the purchasers of the Bonds;
(D) The factual information in the Traffic and Revenue Study is true and accurate in all material respects, and the Traffic and Revenue Consultant believes that the conclusions set forth in the Traffic and Revenue Study were reasonable as of the date of the Traffic and Revenue Study and continue to be reasonable as of the date hereof (subject to the assumptions and qualifications set forth in the Traffic and Revenue Study):

(E) The Traffic and Revenue Consultant is not aware of any plan, event, or circumstance occurring after ____________, 2017, and before the date hereof that would cause it to believe that the conclusions set forth in the Traffic and Revenue Study are no longer reasonable; and

(F) The Traffic and Revenue Consultant consents to the inclusion in the Preliminary Official Statement and the Official Statement of information from the Traffic and Revenue Study under the caption “TRAFFIC AND REVENUE STUDY” and the Traffic and Revenue Consultant has reviewed that such information and confirms that it was accurately excerpted from the Traffic and Revenue Study;

(15) A copy of the Blanket Letter of Representations to DTC relating to the Bonds signed by DTC and SANDAG.

(16) Evidence of required filings with the California Debt and Investment Advisory Commission.

(17) A copy of the Blue Sky Memorandum with respect to the Bonds.

(18) A Tax Certificate of SANDAG, in form satisfactory to Bond Counsel, signed by such officials of SANDAG as shall be satisfactory to the Representative.

(19) Evidence as of the Closing Date satisfactory to the Representative that the Bonds have received a rating of “___” from Fitch Ratings and “___” from S&P Global Ratings (or such other equivalent rating as Fitch Ratings and S&P Global Ratings shall issue), and that such ratings have not been revoked or downgraded.

(20) A certificate dated the Closing Date and executed by the TIFIA Lender confirming payment in full of the TIFIA Notes.

(21) A certificate dated the Closing Date and executed by the Commission confirming payment in full of the TransNet Note.

(22) Two transcripts of all proceedings relating to the authorization and issuance of the Bonds, which may be in digital form (or a commitment to so provide).

(23) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Representative, Underwriters' Counsel or Bond Counsel may reasonably request to evidence compliance by SANDAG with legal requirements, the truth and accuracy, as of the Closing Time, of the representations of SANDAG herein contained and of the Official Statement and the due performance or satisfaction by SANDAG at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by SANDAG.
10. **Termination.**

(a) If SANDAG shall be unable to satisfy the conditions of the Underwriters' obligations contained in this Bond Purchase Agreement or if the Underwriters' obligations shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement may be cancelled by the Representative at, or at any time prior to, the Closing Time. Notice of such cancellation shall be given to SANDAG in writing, or by telephone or telegraph confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of SANDAG hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriters may be waived by the Representative at its sole discretion.

(b) The Underwriters shall also have the right, prior to the Closing Time, to cancel their obligations to purchase the Bonds, by written notice to SANDAG, if between the date hereof and the Closing Time:

(i) any event occurs or information becomes known, which, in the reasonable professional judgment of the Representative, makes untrue any statement of a material fact set forth in the Official Statement or results in an omission to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading and, in either such event, (A) SANDAG refuses to permit the Official Statement to be supplemented to supply such statement or information in a manner satisfactory to the Representative or (B) the effect of the Official Statement as so supplemented is, in the judgment of the Representative, to materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriters to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Bonds; or

(ii) the market for the Bonds or the market prices of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds shall have been materially and adversely affected, in the reasonable professional judgment of the Representative, by:

(A) an amendment to the Constitution of the United States or the State of California shall have been passed or legislation shall have been passed by either chamber of the Congress of the United States or the legislature of any state having jurisdiction of the subject matter or legislation pending in the Congress of the United States shall have been amended or legislation shall have been recommended to the Congress of the United States or to any state having jurisdiction of the subject matter or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation shall have been proposed for consideration by either such Committee by any member thereof or presented as an option for consideration by either such Committee by the staff of such Committee or by the staff of the joint Committee on Taxation of the Congress of the United States, or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or of the State of California or
the Tax Court of the United States, or a ruling shall have been made or a
regulation or temporary regulation shall have been made or any other release or
announcement shall have been made by the Treasury Department of the United
States, the Internal Revenue Service or other federal or State of California
authority, with respect to federal or State of California taxation upon revenues or
other income of the general character to be derived by SANDAG or upon interest
received on obligations of the general character of the Bonds which, in the
reasonable judgment of the Representative, is likely to have the purpose or effect,
directly or, indirectly, of adversely affecting the tax status of SANDAG, its
property or income, its securities (including the Bonds) or the interest thereon, or
any tax exemption granted or authorized by State of California legislation; or

(B) legislation shall have been introduced or passed by either
chamber of the Congress or recommended for passage by the President of the
United States, or a decision rendered by a court established under Article III of
the Constitution of the United States or an order, stop order, ruling, regulation
(final, temporary or proposed) or official statement issued or made by or on
behalf of the Securities and Exchange Commission, or any other governmental
agency having jurisdiction of the subject matter shall have been made or issued
to the effect that obligations of the general character of the Bonds are not exempt
from registration under the 1933 Act, or that the Indenture is not exempt from
qualification under the Trust Indenture Act; or

(C) the declaration of war or engagement in or escalation of
military hostilities by the United States or the occurrence of any other national
emergency or calamity or terrorism affecting the operation of the government of
the United States, or the financial, political or economic conditions affecting the
United States or SANDAG; or

(D) the declaration of a general banking moratorium by
federal, New York or California authorities or a major financial crisis, a material
disruption in commercial banking or securities settlement or clearance services,
the general suspension of trading on any national securities exchange, the
establishment of minimum or maximum prices on any national securities
exchange; or

(E) an order, decree or injunction of any court of competent
jurisdiction, issued or made to the effect that the issuance, offering or sale of
obligations of the general character of the Bonds, or the issuance, offering or sale
of the Bonds, including any or all underlying obligations, as contemplated hereby
or by the Official Statement, is or would be in violation of the federal securities
laws as amended and then in effect; or

(F) any material adverse change in the affairs or financial
condition of SANDAG, except for changes which the Official Statement
disclosures are expected to occur; or

(iii) additional material restrictions not in force or being enforced as of
the date hereof shall have been imposed upon trading in securities generally by any
governmental authority or by any national securities exchange which, in the reasonable
professional judgment of the Representative, materially and adversely affect the market
or market price for the Bonds, or there is a material increase in restrictions now in force with respect to the extension of credit by or the charge to the net capital requirements of underwriters or broker-dealers which, in the reasonable professional judgment of the Representative, make it impractical or inadvisable to proceed with the offering of the Bonds as contemplated in the Official Statement; or

(iv) any litigation shall be instituted or be pending at the Closing Time to restrain or enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Sales Tax or the rates, levy or collection thereof, the issuance, sale or delivery of Bonds, the Act, the Ordinance, the Bond Resolution, the Legal Documents or the existence or powers of SANDAG with respect to its obligations under the Legal Documents or the Bonds; or

(v) there shall have occurred any downgrading or published negative credit watch or similar published information from a rating agency that as of the date hereof has published, or has been asked to furnish, an unenhanced long-term rating on SANDAG’s senior lien debt obligations, including the Bonds, which action reflects a change or possible change in the ratings accorded to such obligations, including the Bonds.

If the Underwriters terminate their obligation to purchase the Bonds because any of the conditions specified in Section 6, Section 9 or this Section 10 shall not have been fulfilled at or before the Closing Time, such termination shall not result in any liability on the part of the Representative.

11. Conditions to Obligations of SANDAG. The performance by SANDAG of its obligations is conditioned upon (i) the performance by the Underwriters of their obligations hereunder and (ii) receipt by SANDAG and the Underwriters of opinions addressed to the Underwriters and certificates being delivered at the Closing Time by persons and entities other than SANDAG.

12. Amendment of Official Statement. For a period beginning on the date hereof and continuing until the End Date, (a) SANDAG will not adopt any amendment of, or supplement to, the Official Statement to which the Representative shall object in writing or that shall be disapproved by the Underwriter’s Counsel and (b) if any event relating to or affecting SANDAG shall occur as a result of which it is necessary, in the opinion of Underwriters’ Counsel, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser of the Bonds, SANDAG will forthwith prepare and furnish to the Underwriters a reasonable number of copies of an amendment of, or supplement to, the Official Statement (in form and substance satisfactory to Underwriters Counsel) that will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser of the Bonds, not misleading.

13. Indemnification. SANDAG (the “SANDAG Indemnifying Party”) shall indemnify and hold harmless, to the extent permitted by law, the Underwriters and their respective directors, officers, employees and agents and each person who controls the Underwriters within the meaning of Section 15 of the 1933 Act (any such person being therein sometimes called a “SANDAG Indemnified Party”), against any and all losses, claims, damages or liabilities, joint or several, to which such SANDAG Indemnified Party may become subject under any statute or at law or in equity or otherwise, and shall promptly reimburse any such SANDAG Indemnified Party for any reasonable legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, but only to the extent
that such losses, claims, damages, liabilities or actions arise out of or are based upon any untrue statement of a material fact contained in the Preliminary Official Statement or the Official Statement under the captions “DESCRIPTION OF THE BONDS,” “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS,” “SAN DIEGO ASSOCIATION OF GOVERNMENTS,” “PLAN OF FINANCE” and “LITIGATION” or any amendment or supplement thereof, or the omission to state therein a material fact necessary to make the statements therein in light of the circumstances under which they were made not misleading. This indemnity agreement shall not be construed as a limitation on any other liability that SANDAG may otherwise have to any SANDAG Indemnified Party, provided that in no event shall SANDAG be obligated for double indemnification.

The Underwriters (collectively, an “Underwriter Indemnifying Party”) shall indemnify and hold harmless, to the extent permitted by law, SANDAG and its directors, officers, members, employees and agents and each person who controls SANDAG within the meaning of Section 15 of the 1933 Act (any such person being therein sometimes called an “Underwriter Indemnified Party”), against any and all losses, claims, damages or liabilities, joint or several, to which such Underwriter Indemnified Party may become subject under any statute or at law or in equity or otherwise, and shall promptly reimburse any such Underwriter Indemnified Party for any reasonable legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, only to the extent that such losses, claims, damages, liabilities or actions arise out of or are based upon any untrue statement of a material fact contained in the Preliminary Official Statement or the Official Statement under the caption “UNDERWRITING” or any amendment or supplement thereof, or the omission to state therein a material fact necessary to make the statements therein in light of the circumstances under which they were made not misleading. This indemnity agreement shall not be construed as a limitation on any other liability that the Underwriters may otherwise have to any Underwriter Indemnified Party, provided that in no event shall the Underwriters be obligated for double indemnification.

For purposes of this paragraph and the immediately succeeding paragraph, an “Indemnified Party” means a SANDAG Indemnified Party or an Underwriter Indemnified Party as the context dictates and an “Indemnifying Party” means a SANDAG Indemnifying Party or an Underwriter Indemnifying Party as the context dictates. An Indemnified Party shall, promptly after the receipt of notice of the commencement of any action against such Indemnified Party in respect of which indemnification may be sought against an Indemnifying Party, notify the Indemnifying Party in writing of the commencement thereof, but the omission to notify the Indemnifying Party of any such action shall not relieve the Indemnifying Party from any liability that it may have to such Indemnified Party otherwise than under the indemnity agreement contained herein. In case any such action shall be brought against an Indemnified Party and such Indemnified Party shall notify the Indemnifying Party of the commencement thereof, the Indemnifying Party may, or if so requested by such Indemnified Party shall, participate therein or assume the defense thereof, with counsel satisfactory to such Indemnified Party, and after notice from the Indemnifying Party to such Indemnified Party of an election so to assume the defense thereof, the Indemnifying Party will not be liable to such Indemnified Party under this paragraph for any legal or other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof other than reasonable costs of investigation. If the Indemnifying Party shall not have employed counsel to have charge of the defense of any such action or if the Indemnified Party shall have reasonably concluded that there may be defenses available to it or them that are different from or additional to those available to the Indemnifying Party (in which case the Indemnifying Party shall not have the right to direct the defense of such action on behalf of such Indemnified Party), such Indemnified Party shall have the right to retain legal counsel of its own choosing and reasonable legal and other expenses incurred by such Indemnified Party shall be borne by the Indemnifying Party.

An Indemnifying Party shall not be liable for any settlement of any such action effected without its consent by any Indemnified Party, which consent shall not be unreasonably withheld, but if settled
with the consent of the Indemnifying Party or if there be a final judgment for the plaintiff in any such action against the Indemnifying Party or any Indemnified Party, with or without the consent of the Indemnifying Party, the Indemnifying Party agrees to indemnify an hold harmless such Indemnified Party to the extent provided herein.

In order to provide for just and equitable contribution in circumstances in which indemnification hereunder is for any reason held to be unavailable from SANDAG or the Underwriters, to the extent permitted by law, SANDAG and the Underwriters shall contribute to the aggregate losses, claims, damages and liabilities (including any investigation, legal and other expenses incurred in connection with, and any amount paid in settlement of, any action, suit or proceeding or any claims asserted, to which SANDAG and the Underwriters may be subject) in such proportion so that the Underwriters are jointly and severally responsible for that portion represented by the percentage that the Underwriters' discount set forth in the Official Statement bears to the public offering price appearing thereon and SANDAG is responsible for the balance; provided, however, that no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this paragraph, each person, if any, who controls the Underwriters within the meaning of the 1933 Act shall have the same rights to contribution as the Underwriters. Any party entitled to contribution will, promptly after receipt of notice of commencement of any action, suit or proceeding against such party in respect of which a claim for contribution may be made against another party or parties under this paragraph, notify such party or parties from whom contribution may be sought, but the omission so to notify shall not relieve that party or parties from whom contribution may be sought from any other obligation it or they may have hereunder or otherwise than under this paragraph. No party shall be liable for contribution with respect to any action or claim settled without its consent.

Nothing in this Section 13 shall relate to, have any effect on, or provide any obligation for or right to indemnification or contribution with respect to any action, expense, judgment, order, ruling, award or settlement in the litigation brought by SANDAG against affiliates of the Underwriters alleging that the defendants conspired to suppress the U.S. dollar London Interbank Offered Rate.


(a) Whether or not the Bonds are issued as contemplated by this Bond Purchase Agreement, the Underwriters shall be under no obligation to pay and SANDAG hereby agrees to pay any expenses incident to the performance of SANDAG’s obligations hereunder, including but not limited to the following: (i) the cost of preparation, printing, engraving, execution and delivery of the Bonds; (ii) any fees charged by any rating agency for issuing the rating on the Bonds; (iii) the cost of printing (and/or word processing and reproduction), distribution and delivery of the Preliminary Official Statement in electronic form and the Official Statement; (iv) the fees and disbursements of Bond Counsel, the Trustee (including its counsel's fees), any disclosure counsel, accountants, consultants and any financial advisor; (v) the fees of Digital Assurance Certification, L.L.C. for a continuing disclosure undertaking compliance review; and (vi) any out-of-pocket disbursements of SANDAG. SANDAG shall also pay for any expenses (included in the expense component of the Underwriters' discount) incurred by the Underwriters on behalf of SANDAG’s employees and representatives which are in connection with this Bond Purchase Agreement, including, but not limited to, meals, transportation and lodging of those employees and representatives.

(b) Whether or not the Bonds are issued as contemplated by this Bond Purchase Agreement, the Underwriters shall pay (i) any fees assessed upon the Underwriters with respect to the Bonds by the MSRB or Financial Industry Regulatory Authority; (ii) all advertising expenses in connection with the public offering and distribution of the Bonds (excluding any expenses of SANDAG
and its employees or agents); (iii) any fees payable to the California Debt and Investment Advisory Commission (“CDIAC”); and (iv) all other expenses incurred by them or any of them in connection with the public offering and distribution of the Bonds, including the fees and disbursements of Underwriters’ Counsel. The Underwriters are required to pay the fees to CDIAC in connection with the Series 2016A Bond offering. SANDAG acknowledges that it has had the opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider such fees. Notwithstanding that such fees are solely the legal obligation of the Underwriters, SANDAG agrees to reimburse the Underwriters for such fees.

15. Notices. Any notice or other communication to be given under this Bond Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing, if to SANDAG, addressed to:

San Diego Association of Governments
401 B Street, Suite 800
San Diego, California 92101
Attention: Chief Deputy Executive Director

or if to the Representative or the Underwriters, addressed to:

J.P. Morgan Securities LLC
560 Mission Street
San Francisco, California 94105
Attention: Michael A. Carlson, Managing Director

16. Parties in Interest; Survival of Representations and Warranties. This Bond Purchase Agreement when accepted by SANDAG in writing as heretofore specified shall constitute the entire agreement between SANDAG and the Underwriters and is made solely for the benefit of SANDAG and the Underwriters (including the successors or assigns of the Underwriters). No other person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties and agreements of SANDAG in this Bond Purchase Agreement or in any certificate delivered pursuant hereeto shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriters, (b) delivery to and payment by the Underwriters for the Bonds hereunder and (c) any termination of this Bond Purchase Agreement.

17. Execution in Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

18. No Advisory or Fiduciary Role. SANDAG acknowledges and agrees that: (i) the primary role of the Underwriters, is to purchase securities, for resale to investors, in an arm’s-length commercial transaction between SANDAG and the Underwriters and that the Underwriters have financial and other interests that differ from those of SANDAG; (ii) the Underwriters are not acting as a municipal advisor, financial advisor, or fiduciary to SANDAG and have not assumed any advisory or fiduciary responsibility to SANDAG with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to SANDAG on other matters); and (iii) SANDAG has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. If SANDAG would like a municipal advisor in this transaction that has legal fiduciary duties to SANDAG, then SANDAG is free to engage a municipal advisor to serve in that capacity.
19. **Applicable Law.** This Bond Purchase Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of California.

J.P. MORGAN SECURITIES LLC  
BARCLAYS CAPITAL  
CITIGROUP GLOBAL MARKETS INC.

By: J.P. MORGAN SECURITIES LLC,  
as Representative

By: ________________________________  
Authorized Officer

The foregoing is hereby agreed to and accepted as of the date first above written:

SAN DIEGO ASSOCIATION OF GOVERNMENTS

By: ________________________________  
Authorized Officer
APPENDIX A

MATURITY SCHEDULE

$________________
SAN DIEGO ASSOCIATION OF GOVERNMENTS
SOUTH BAY EXPRESSWAY TOLL REVENUE FIRST SENIOR LIEN BONDS
2017 SERIES A

<table>
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<th>Maturity (____ 1)</th>
<th>Principal Amount ($)</th>
<th>Interest Rate (%)</th>
<th>Yield (%)</th>
<th>Price (%)</th>
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<tr>
<td>230</td>
<td></td>
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APPENDIX B

SAN DIEGO ASSOCIATION OF GOVERNMENTS
SOUTH BAY EXPRESSWAY TOLL REVENUE FIRST SENIOR LIEN BONDS
2017 SERIES A

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of J.P. Morgan Securities LLC (the “Representative”) and the other members of the underwriting syndicate (together, the “Underwriting Group”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”) of the San Diego Association of Governments (the “Issuer”).

1. **Sale of the General Rule Maturities.** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. **Initial Offering Price of the Hold-the-Offering-Price Maturities.**

   (a) The Underwriting Group offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

   (b) As set forth in the Bond Purchase Agreement, the members of the Underwriting Group agreed in writing on or prior to the Sale Date that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, they would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule.

3. **Defined Terms.**

   (a) **General Rule Maturities** means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

   (b) **Hold-the-Offering-Price Maturities** means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

   (c) **Holding Period** means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriting Group sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

   (d) **Maturity** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.
(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is ____________, 2017.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Orrick Herrington & Sutcliffe LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated: ____________, 2017

**J.P. MORGAN SECURITIES LLC,**
as Representative

By: ____________________________

Authorized Signatory
APPENDIX C

FORM OF LETTER OF DISCLOSURE COUNSEL

[Closing Date]

San Diego Association of Governments
401 B Street, Suite 800
San Diego, California 92101

J.P. Morgan Securities LLC,
as Representative
560 Mission Street, 3rd Floor
San Francisco, California 94105

Re: San Diego Association of Governments South Bay Expressway Toll Revenue First Senior Lien Bonds, 2017 Series A

Ladies and Gentlemen:

We have acted as Disclosure Counsel to the San Diego Association of Governments (“SANDAG”) in connection with the issuance by SANDAG of its South Bay Expressway Toll Revenue First Senior Lien Bonds, 2017 Series A in the aggregate principal amount of $____________ (the “Bonds”). The Bonds were issued pursuant to the Indenture, dated as of _________ 1, 2017, as amended and supplemented, including by a First Supplemental Indenture, dated as of __________ 1, 2017 (collectively, the “Indenture”), each between SANDAG and U.S. Bank National Association, as trustee. The Bonds are more fully described in the Official Statement of SANDAG, dated __________, 2017 (the “Official Statement”). This opinion is delivered to you pursuant to Section 9(f)(4) of the Bond Purchase Agreement, dated __________, 2017 (the “Bond Purchase Agreement”), by and between SANDAG and J.P. Morgan Securities LLC, acting on behalf of itself, Barclays Capital and Citigroup Global Markets Inc. (collectively, the “Underwriters”). Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Bond Purchase Agreement.

In rendering this opinion, we have reviewed the Indenture and such records, documents, certificates and opinions, and made such other investigations of law and fact as we have deemed necessary or appropriate.

This opinion is limited to matters governed by the federal securities law of the United States, and we assume no responsibility with respect to the applicability or effect of the laws of any other jurisdiction.

In our capacity as Disclosure Counsel to SANDAG, we have rendered certain legal advice and assistance in connection with the preparation of the Preliminary Official Statement of SANDAG, dated ______________, 2017 (the “Preliminary Official Statement”), and the Official Statement. Rendering such assistance involved, among other things, discussions and inquiries concerning various legal matters, review of certain records, documents and proceedings, and participation in meetings and telephone conferences with, among others, representatives of SANDAG, Public Financial Management, Inc.,
SANDAG's financial advisor, Bond Counsel, J.P. Morgan Securities LLC, as representative of the Underwriters, and counsel to the Underwriters, at which meetings and conferences the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed. On the basis of the information made available to us in the course of the foregoing (but without having undertaken to determine or verify independently, or assuming any responsibility for, the accuracy, completeness or fairness of any of the statements contained in the Preliminary Official Statement or the Official Statement), no facts have come to the attention of the personnel directly involved in rendering legal advice and assistance in connection with the preparation of the Preliminary Official Statement and the Official Statement that causes them to believe that (a) the Preliminary Official Statement as of its date and as of the date of the Bond Purchase Agreement contained any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading (except for any information relating to The Depository Trust Company, Cede & Co., the book-entry system, forecasts, projections, estimates, assumptions and expressions of opinions and the other financial and statistical data included therein, and information in Appendices A, E and F thereof, as to all of which we express no view, and except for such information as is permitted to be excluded from the Preliminary Official Statement pursuant to Rule 15c2-12 of the Securities Exchange Act of 1934, as amended, including but not limited to information as to pricing, yield, interest rate, maturity, amortization, redemption provisions, underwriters' compensation and the CUSIP numbers), or (b) the Official Statement as of its date or as of the date hereof contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except for any information relating to The Depository Trust Company, Cede & Co., the book-entry system, the CUSIP numbers, forecasts, projections, estimates, assumptions and expressions of opinions and the other financial and statistical data included therein, and information in Appendices A, E and F thereof, as to all of which we express no view).

We are furnishing this opinion to you, solely for your benefit. This opinion is rendered in connection with the transaction described herein, and may not be relied upon by you for any other purpose. This opinion shall not extend to, and may not be used, circulated, quoted, referred to, or relied upon by, any other person, firm, corporation or other entity without our prior written consent. The delivery of this opinion shall not create any attorney-client relationship between our firm and the addressees hereof, other than SANDAG. Our engagement with respect to this matter terminates upon the delivery of this opinion to you at the time of the remarketing relating to the Bonds, and we have no obligation to update this opinion.

Respectfully submitted,
South Bay Expressway Traffic and Revenue Study Update

Prepared for:
San Diego Association of Governments

Prepared by:
Stantec

August 11, 2017
SOUTH BAY EXPRESSWAY TRAFFIC AND REVENUE STUDY UPDATE

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Executive Summary

Stantec Consulting Services Inc. ("Stantec") was retained by the San Diego Association of Governments (SANDAG) to refresh the traffic and revenue study that Stantec completed in 2011 for the South Bay Expressway (SBX), a tolled portion of SR-125. Since the acquisition of the SBX in December 2011, SANDAG has lowered toll rates as part of a broader strategy of providing congestion relief and improving mobility in the area. This strategy has resulted in increased traffic and improved financial performance. The forecast in this study will be used in support of refunding the outstanding TIFIA loan and associated obligations related to the operation of the SBX.

Stantec used a compilation of traffic data to calibrate the travel demand model for the 2016 base year. SANDAG provided Stantec with traffic and revenue data on the SBX, INRIX speed data throughout the study area, and AWDT counts on arterial roadways. Stantec supplemented this data with freeway counts from Caltrans’ Free Performance Measurement System (PeMS) database. On average weekdays in 2016, the SBX had over 50,000 transactions with most trips beginning or ending at SR-54. The roadway also experienced little congestion with a minimum corridor speed of 55 mph during an average weekday.

Stantec examined the socioeconomic forecast built into SANDAG’s Activity-Based Model (ABM). Overall, the ABM’s forecasts were more conservative than forecasts provided by California’s Department of Finance and Woods & Poole. Strong growth is expected along the SBX corridor, particularly in the Otay Ranch neighborhood of Chula Vista and the Otay Mesa neighborhood of San Diego. These two neighborhoods are forecasted to grow more than any other neighborhood in their respective cities. Otay Mesa is noteworthy for being named California’s first enhanced infrastructure financing district. The neighborhood is expected to yield $800 million in estimated property tax increment over the next 45 years that will be used to improve infrastructure and spur economic development in the area.

The traffic and revenue forecasting process relies primarily on the traffic results produced by Stantec’s toll diversion model. The model adopts SANDAG’s Activity-Based Model (ABM) for use in forecasting the SBX’s traffic and revenue. The ABM’s highway network and O-D trip tables for each scenario year were converted from TransCAD to Cube to be utilized in the toll diversion model. The model was then calibrated, validated, and adapted to predict future traffic and revenue.

The model results for years 2025, 2035, and 2050 were post processed and annualized based on historical SBX data for the forecast. The traffic and revenue results for intermediate years were interpolated based on the model results. The forecast assumed SBX’s toll rates will remain constant for the life of the forecast and that new interchange improvements will occur in 2022, 2035, and 2037. Stantec forecasts that the SBX will have over 686 million transactions between fiscal years 2017 and 2043 and receive over $1.2 billion in toll revenue during that time. Table ES-1 shows the SBX traffic and revenue forecast.
### Table ES-1: South Bay Expressway Traffic and Revenue Forecast

<table>
<thead>
<tr>
<th>FY Year</th>
<th>Average Weekday Transactions</th>
<th>Annual Transactions</th>
<th>Transactions Annual Growth Rate</th>
<th>Average Toll Rate</th>
<th>Annual Revenue (Nominal $'s)</th>
<th>Revenue Annual Growth Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012</td>
<td>28,100</td>
<td>9,140,000</td>
<td>-</td>
<td>$2.71</td>
<td>$24,790,000</td>
<td>-</td>
</tr>
<tr>
<td>2013</td>
<td>35,000</td>
<td>11,360,000</td>
<td>24.3%</td>
<td>$2.00</td>
<td>$22,690,000</td>
<td>-8.5%</td>
</tr>
<tr>
<td>2014</td>
<td>40,600</td>
<td>13,190,000</td>
<td>16.1%</td>
<td>$1.97</td>
<td>$25,970,000</td>
<td>14.5%</td>
</tr>
<tr>
<td>2015</td>
<td>44,200</td>
<td>14,370,000</td>
<td>8.9%</td>
<td>$1.95</td>
<td>$28,010,000</td>
<td>7.9%</td>
</tr>
<tr>
<td>2016</td>
<td>48,500</td>
<td>15,770,000</td>
<td>9.7%</td>
<td>$1.94</td>
<td>$30,640,000</td>
<td>9.4%</td>
</tr>
<tr>
<td>2017</td>
<td>51,100</td>
<td>16,680,000</td>
<td>5.8%</td>
<td>$1.93</td>
<td>$32,180,000</td>
<td>5.0%</td>
</tr>
<tr>
<td>2018</td>
<td>53,200</td>
<td>17,370,000</td>
<td>4.1%</td>
<td>$1.91</td>
<td>$33,220,000</td>
<td>3.2%</td>
</tr>
<tr>
<td>2019</td>
<td>55,000</td>
<td>17,950,000</td>
<td>3.3%</td>
<td>$1.90</td>
<td>$34,090,000</td>
<td>2.6%</td>
</tr>
<tr>
<td>2020</td>
<td>56,500</td>
<td>18,420,000</td>
<td>2.6%</td>
<td>$1.89</td>
<td>$34,800,000</td>
<td>2.1%</td>
</tr>
<tr>
<td>2021</td>
<td>57,800</td>
<td>18,640,000</td>
<td>2.3%</td>
<td>$1.88</td>
<td>$35,430,000</td>
<td>1.8%</td>
</tr>
<tr>
<td>2022</td>
<td>58,900</td>
<td>19,230,000</td>
<td>2.1%</td>
<td>$1.87</td>
<td>$36,010,000</td>
<td>1.6%</td>
</tr>
<tr>
<td>2023</td>
<td>60,600</td>
<td>19,770,000</td>
<td>2.8%</td>
<td>$1.86</td>
<td>$36,810,000</td>
<td>2.2%</td>
</tr>
<tr>
<td>2024</td>
<td>62,800</td>
<td>20,490,000</td>
<td>3.6%</td>
<td>$1.85</td>
<td>$37,860,000</td>
<td>2.9%</td>
</tr>
<tr>
<td>2025</td>
<td>65,500</td>
<td>21,320,000</td>
<td>4.1%</td>
<td>$1.84</td>
<td>$39,260,000</td>
<td>3.7%</td>
</tr>
<tr>
<td>2026</td>
<td>68,000</td>
<td>22,090,000</td>
<td>3.6%</td>
<td>$1.84</td>
<td>$40,650,000</td>
<td>3.5%</td>
</tr>
<tr>
<td>2027</td>
<td>69,900</td>
<td>22,700,000</td>
<td>2.8%</td>
<td>$1.83</td>
<td>$41,630,000</td>
<td>2.4%</td>
</tr>
<tr>
<td>2028</td>
<td>71,800</td>
<td>23,330,000</td>
<td>2.8%</td>
<td>$1.83</td>
<td>$42,650,000</td>
<td>2.5%</td>
</tr>
<tr>
<td>2029</td>
<td>73,800</td>
<td>23,980,000</td>
<td>2.8%</td>
<td>$1.82</td>
<td>$43,690,000</td>
<td>2.4%</td>
</tr>
<tr>
<td>2030</td>
<td>75,800</td>
<td>24,640,000</td>
<td>2.8%</td>
<td>$1.82</td>
<td>$44,750,000</td>
<td>2.4%</td>
</tr>
<tr>
<td>2031</td>
<td>77,900</td>
<td>25,330,000</td>
<td>2.8%</td>
<td>$1.81</td>
<td>$45,850,000</td>
<td>2.5%</td>
</tr>
<tr>
<td>2032</td>
<td>80,100</td>
<td>26,030,000</td>
<td>2.8%</td>
<td>$1.80</td>
<td>$46,960,000</td>
<td>2.4%</td>
</tr>
<tr>
<td>2033</td>
<td>82,300</td>
<td>26,750,000</td>
<td>2.8%</td>
<td>$1.80</td>
<td>$48,100,000</td>
<td>2.4%</td>
</tr>
<tr>
<td>2034</td>
<td>84,600</td>
<td>27,490,000</td>
<td>2.8%</td>
<td>$1.79</td>
<td>$49,270,000</td>
<td>2.4%</td>
</tr>
<tr>
<td>2035</td>
<td>87,300</td>
<td>28,380,000</td>
<td>3.2%</td>
<td>$1.78</td>
<td>$50,620,000</td>
<td>2.7%</td>
</tr>
<tr>
<td>2036</td>
<td>90,400</td>
<td>29,390,000</td>
<td>3.6%</td>
<td>$1.77</td>
<td>$52,010,000</td>
<td>2.7%</td>
</tr>
<tr>
<td>2037</td>
<td>93,500</td>
<td>30,380,000</td>
<td>3.4%</td>
<td>$1.75</td>
<td>$53,250,000</td>
<td>2.4%</td>
</tr>
<tr>
<td>2038</td>
<td>96,800</td>
<td>31,470,000</td>
<td>3.6%</td>
<td>$1.75</td>
<td>$55,040,000</td>
<td>3.4%</td>
</tr>
<tr>
<td>2039</td>
<td>100,500</td>
<td>32,670,000</td>
<td>3.8%</td>
<td>$1.76</td>
<td>$57,450,000</td>
<td>4.4%</td>
</tr>
<tr>
<td>2040</td>
<td>104,400</td>
<td>33,910,000</td>
<td>3.8%</td>
<td>$1.77</td>
<td>$59,960,000</td>
<td>4.4%</td>
</tr>
<tr>
<td>2041</td>
<td>107,700</td>
<td>34,990,000</td>
<td>3.2%</td>
<td>$1.78</td>
<td>$62,130,000</td>
<td>3.6%</td>
</tr>
<tr>
<td>2042</td>
<td>110,400</td>
<td>35,890,000</td>
<td>2.6%</td>
<td>$1.78</td>
<td>$63,910,000</td>
<td>2.9%</td>
</tr>
<tr>
<td>2043</td>
<td>113,200</td>
<td>36,810,000</td>
<td>2.6%</td>
<td>$1.79</td>
<td>$65,750,000</td>
<td>2.9%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>- 750,130,000</strong></td>
<td><strong>-</strong></td>
<td><strong>$1.83</strong></td>
<td><strong>1,375,430,000</strong></td>
<td><strong>-</strong></td>
<td></td>
</tr>
</tbody>
</table>

Historical revenue is gross revenue potential and does not contain revenue from violation fines.

- Otay Valley interchange opens
- North half of Lone Star interchange opens
1.0 EXISTING CONDITIONS

A wide range of traffic count and speed data were used in this study to clearly define the operating conditions on important roadways that parallel or feed the South Bay Expressway (SBX), a tolled portion of SR-125. SANDAG provided Stantec with traffic and revenue data from overhead toll gantries and tolled ramps on the SBX. INRIX speed data were provided throughout the study area to provide reliable travel data on the SBX, parallel and feeding routes. Average weekday counts on arterial roadways, from a variety of sources, were also available. Stantec supplemented these data with freeway counts from Caltrans’ Free Performance Measurement System (PeMS) database. The compilation of these data was used to calibrate Stantec’s travel demand model in the base year (2016).

1.1 SOUTH BAY EXPRESSWAY

The South Bay Expressway is the tolled portion of SR-125 from Otay Mesa Road/SR-905/SR-11 in the south to SR-54 in the north. The intermediate interchanges on the roadway are Birch Road, Olympic Parkway, Otay Lakes Road, East H Street, and San Miguel Ranch Road. The longest segment is over 4 miles long between Otay Mesa Road and Birch Road at the SBX’s southern end. The second longest segment is over 3 miles long between SR-54 and San Miguel Ranch Road at the SBX’s northern end. All other SBX segments are about a mile long. Table 1-1 shows the distances for each SBX origin-destination movement.

Table 1-1: Mileage between SBX interchanges

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SR-54</strong></td>
<td>-</td>
<td>3.1</td>
<td>4.0</td>
<td>5.1</td>
<td>6.1</td>
<td>6.8</td>
<td>11.0</td>
</tr>
<tr>
<td><strong>San Miguel Ranch Rd.</strong></td>
<td>3.1</td>
<td>-</td>
<td>1.0</td>
<td>2.0</td>
<td>3.0</td>
<td>3.8</td>
<td>7.9</td>
</tr>
<tr>
<td><strong>East H St.</strong></td>
<td>4.0</td>
<td>1.0</td>
<td>-</td>
<td>1.0</td>
<td>2.0</td>
<td>2.8</td>
<td>6.9</td>
</tr>
<tr>
<td><strong>Otay Lakes Rd.</strong></td>
<td>5.1</td>
<td>2.0</td>
<td>1.0</td>
<td>-</td>
<td>1.0</td>
<td>1.8</td>
<td>5.9</td>
</tr>
<tr>
<td><strong>Olympic Pkwy.</strong></td>
<td>6.1</td>
<td>3.0</td>
<td>2.0</td>
<td>1.0</td>
<td>-</td>
<td>0.8</td>
<td>4.9</td>
</tr>
<tr>
<td><strong>Birch Rd.</strong></td>
<td>6.8</td>
<td>3.8</td>
<td>2.8</td>
<td>1.8</td>
<td>0.8</td>
<td>-</td>
<td>4.1</td>
</tr>
<tr>
<td><strong>Otay Mesa Rd.</strong></td>
<td>11.0</td>
<td>7.9</td>
<td>6.9</td>
<td>5.9</td>
<td>4.9</td>
<td>4.1</td>
<td>-</td>
</tr>
</tbody>
</table>

The roadway is located primarily in suburban Chula Vista with the southern end located in San Diego, less than two miles from the Otay Mesa border crossing to Mexico. Figure 1-1 shows the SBX corridor with intersecting roadways. The SBX has multiple functions. As the only limited-access roadway in eastern Chula Vista, the SBX is used by residents to access SR-54 and the San Diego highway network to the north. The closest road that parallels the SBX for its entire length is I-805, which is about 4 miles away from the SBX via arterial roadways. The SBX is also the only direct northbound route from the Otay Mesa port of entry and proximate industrial park (the southbound route is expected to open in 2022). The closest alternate route for northbound traffic from the port of entry and industrial park is I-805 which is about 5 miles away via SR-905. The SBX also provides a
north-south route for local trips through eastern Chula Vista. Multiple arterials provide alternatives for these short trips.

**Figure 1-1: South Bay Expressway Corridor**

1.1.1 Annual Traffic and Revenue

SANDAG provided Stantec with monthly transaction and revenue data from the SBX for fiscal year 2012 through the beginning of 2017. SANDAG purchased the SBX as it emerged from bankruptcy in late 2012. After a brief period, as planned as part of the takeover, SANDAG lowered all toll rates by approximately 25 percent at the end of Fiscal Year 2012. As a direct response to this rate lowering, a 24 percent increase in FY 2013 annual transactions occurred. Annual revenue declined by 8 percent in the first year as drivers ramped up demand after considering the lower tolls. FY 2014 saw slightly less transaction growth than FY 2013 with a 16 percent increase in trips; this resulted in a 14 percent increase in revenue. At the close of FY 2014, annual revenue exceeded the revenue levels achieved prior to SANDAG’s takeover. Traffic growth continued after 2014, with annual transactions and revenue both increasing between 8 and 10 percent in
Existing Conditions
August 11, 2017

2015 and 2016. Table 1-2 shows the annual traffic and revenue on the SBX for all fiscal years between 2012 and 2016.

### Table 1-2: SBX Annual Transactions and Revenue, Fiscal Years 2012-2016

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Transactions (000s)</th>
<th>Revenue (Nominal $000's)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Value</td>
<td>Growth</td>
</tr>
<tr>
<td>FY 2012</td>
<td>9,140</td>
<td>-</td>
</tr>
<tr>
<td>FY 2013</td>
<td>11,360</td>
<td>24%</td>
</tr>
<tr>
<td>FY 2014</td>
<td>13,190</td>
<td>16%</td>
</tr>
<tr>
<td>FY 2015</td>
<td>14,370</td>
<td>9%</td>
</tr>
<tr>
<td>FY 2016</td>
<td>15,770</td>
<td>10%</td>
</tr>
</tbody>
</table>

#### 1.1.2 2016 Trip Patterns

SANDAG provided Stantec with hourly traffic and revenue data for October 2016 by payment type, origin, and destination. Stantec factored the October 2016 data, based on prior years, to estimate the 2016 average weekday traffic conditions on the South Bay Expressway.

Over 50,000 trips were taken during an average 2016 weekday on the SBX. Almost 38,000 of these trips (75 percent) either entered or exited the toll road at SR-54, indicating that drivers use the South Bay Expressway primarily to access the greater San Diego highway network. Over 10,000 trips during the average weekday either began or ended at Otay Mesa Road, representing about 21 percent of all trips. Over 2,800 trips (over 5 percent) traveled the toll road’s full length. Less than 10 percent of all trips were “short” trips with neither SR-54 nor Otay Mesa Road as an origin or destination. About 460 trips were by trucks with three or more axles, representing less than one percent of all transactions. Table 1-3 shows the 2016 average weekday trip patterns for the SBX. Table 1-4 shows the average weekday SBX transactions by vehicle type.

#### Table 1-3: 2016 Average Weekday Trip Patterns for the SBX

<table>
<thead>
<tr>
<th></th>
<th>SR54</th>
<th>San Miguel Ranch</th>
<th>East H Street</th>
<th>Otay Lakes</th>
<th>Olympic Pkwy</th>
<th>Birch</th>
<th>Otay Mesa</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>SR54</td>
<td>1,004</td>
<td>1,591</td>
<td>4,477</td>
<td>4,931</td>
<td>3,252</td>
<td>2,278</td>
<td>1,440</td>
<td>17,969</td>
</tr>
<tr>
<td>San Miguel Ranch</td>
<td>4,601</td>
<td>11,971</td>
<td>721</td>
<td>1,904</td>
<td>4,237</td>
<td>181</td>
<td>636</td>
<td>6,406</td>
</tr>
<tr>
<td>East H Street</td>
<td>5,494</td>
<td>721</td>
<td>423</td>
<td>1,904</td>
<td>736</td>
<td>181</td>
<td>932</td>
<td>7,760</td>
</tr>
<tr>
<td>Otay Lakes</td>
<td>4,166</td>
<td>538</td>
<td>691</td>
<td>721</td>
<td>244</td>
<td>325</td>
<td>1,191</td>
<td>4,371</td>
</tr>
<tr>
<td>Olympic Pkwy</td>
<td>2,329</td>
<td>312</td>
<td>214</td>
<td>325</td>
<td>1,191</td>
<td>4,371</td>
<td>5,225</td>
<td></td>
</tr>
<tr>
<td>Birch</td>
<td></td>
<td>1,413</td>
<td>562</td>
<td>883</td>
<td>4,550</td>
<td>5,225</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Otay Mesa</td>
<td></td>
<td>1,591</td>
<td>4,477</td>
<td>4,931</td>
<td>3,252</td>
<td>2,278</td>
<td>1,440</td>
<td>17,969</td>
</tr>
<tr>
<td>Total</td>
<td>19,911</td>
<td>1,591</td>
<td>6,410</td>
<td>7,181</td>
<td>5,235</td>
<td>4,550</td>
<td>5,225</td>
<td>50,101</td>
</tr>
</tbody>
</table>

#### Table 1-4: 2016 Average Weekday SBX Transactions by Vehicle Type

<table>
<thead>
<tr>
<th>Vehicle Type</th>
<th>Transactions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Automobile</td>
<td>49,641</td>
</tr>
<tr>
<td>Truck</td>
<td>460</td>
</tr>
<tr>
<td>All Vehicles</td>
<td>50,101</td>
</tr>
</tbody>
</table>

The SBX generated almost $96,000 in toll revenue on the average weekday in 2016. Over 77 percent of the revenue (over $74,000) came from vehicles beginning or ending their SBX trip at SR-54. Almost 28 percent of revenue (almost $27,000) came from vehicles beginning or ending at
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Otay Mesa Road. Over $9,000 (almost 10 percent) of revenue came from vehicles travelling the toll road’s full length. Only 4 percent of revenue (less than $4,000) came from “short” trips with neither SR-54 nor Otay Mesa Road as an origin or destination. The SBX generated $2,200 of toll revenue from trucks with 3 or more axles on average weekdays, representing about 2 percent of all toll revenue. Table 1-5 shows the revenue generated by trips on the SBX. Table 1-5 shows the average weekday SBX revenue by vehicle type.

Table 1-5: 2016 Average Weekday Revenue by Trip for the SBX

<table>
<thead>
<tr>
<th>Location</th>
<th>SR54</th>
<th>San Miguel Ranch</th>
<th>East H Street</th>
<th>Otay Lakes</th>
<th>Olympic Pkwy</th>
<th>Birch</th>
<th>Otay Mesa</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>SR54</td>
<td>$3,108</td>
<td>$2,604</td>
<td>$8,395</td>
<td>$9,388</td>
<td>$6,219</td>
<td>$4,243</td>
<td>$4,563</td>
<td>$35,412</td>
</tr>
<tr>
<td>San Miguel Ranch</td>
<td>$9,562</td>
<td>$3,108</td>
<td>$6,219</td>
<td>$4,243</td>
<td>$4,563</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>East H Street</td>
<td>$10,408</td>
<td>$662</td>
<td>$406</td>
<td>$127</td>
<td>$2,204</td>
<td>$2,109</td>
<td>$3,428</td>
<td>$13,806</td>
</tr>
<tr>
<td>Otay Lakes</td>
<td>$7,837</td>
<td>$299</td>
<td>$144</td>
<td>$291</td>
<td>$2,322</td>
<td>$3,222</td>
<td>$11,267</td>
<td></td>
</tr>
<tr>
<td>Olympic Pkwy</td>
<td>$4,339</td>
<td>$208</td>
<td>$144</td>
<td>$291</td>
<td>$2,813</td>
<td>$7,796</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Birch</td>
<td>$4,476</td>
<td>$1,301</td>
<td>$2,111</td>
<td>$2,109</td>
<td>$3,428</td>
<td></td>
<td></td>
<td>$13,424</td>
</tr>
<tr>
<td>Otay Mesa</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$38,730</td>
<td>$2,604</td>
<td>$10,805</td>
<td>$9,254</td>
<td>$8,308</td>
<td>$13,345</td>
<td>$95,798</td>
<td></td>
</tr>
</tbody>
</table>

Table 1-6: 2016 Average Weekday SBX Revenue by Vehicle Type

<table>
<thead>
<tr>
<th>Vehicle Type</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Automobile</td>
<td>$93,601</td>
</tr>
<tr>
<td>Truck</td>
<td>$2,197</td>
</tr>
<tr>
<td>All Vehicles</td>
<td>$95,798</td>
</tr>
</tbody>
</table>

1.1.2.1 Peak Period Activity

The peak direction in the morning is northbound, with over 6,600 vehicles exiting the SBX at SR-54 between 6AM and 9AM. Southbound is the peak direction in the afternoon, with almost 6,200 vehicles entering the South Bay Expressway from SR-54 between 3:30PM and 7PM. Figure 1-2, Figure 1-3, and Figure 1-4 show the daily, morning, and afternoon trip patterns on the SBX during the average weekday, respectively.
1.1.3 Payment Type

Two payment options exist on the SBX. FasTrak is an electronic payment system that charges the tolls automatically to a registered account holder. Tolls can also be paid at ramp or mainline kiosks using either cash or credit cards. Drivers choosing cash payment do not receive change if they pay more than the toll rate. Toll rates are posted on the SBX’s website (sbxthe125.com).

FasTrak toll rates are based on trips’ origin-destination pattern and range between $0.50 and $2.75, depending on the entry and exit location. For FasTrak users, the full-length trip between SR-54 and Otay Mesa Road costs $2.75. The lowest FasTrak toll on the SBX is $0.50, which is the rate for any automobile trip between East H. Street, Otay Lakes Road, Olympic Parkway, or Birch Road. Vehicles with three or more axles pay two times the 2-axle toll rate. FasTrak toll rates for 2-axle vehicles on the SBX are shown in Table 1-7.

### Table 1-7: FasTrak toll rates on the South Bay Expressway

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SR-54</td>
<td>$1.70</td>
<td>$1.70</td>
<td>$1.70</td>
<td>$1.70</td>
<td>$1.70</td>
<td>$2.75</td>
<td></td>
</tr>
<tr>
<td>San Miguel Ranch Rd.</td>
<td>$1.55</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>East H St.</td>
<td>$1.70</td>
<td>$0.50</td>
<td>$0.50</td>
<td>$0.50</td>
<td>$0.50</td>
<td>$2.00</td>
<td></td>
</tr>
<tr>
<td>Otay Lakes Rd.</td>
<td>$1.70</td>
<td>$0.50</td>
<td>$0.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Olympic Pkwy.</td>
<td>$1.70</td>
<td>$0.50</td>
<td>$0.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Birch Rd.</td>
<td>$1.70</td>
<td>$0.50</td>
<td>$0.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Otay Mesa Rd.</td>
<td>$2.75</td>
<td>$2.00</td>
<td>$1.95</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Cash/credit card toll rates are higher than FasTrak rates, ranging between $2.00 and $3.50. Cash/credit card trips with San Miguel Ranch Road as a southern terminus pay $2.00, while cash/credit card trips with Otay Mesa Road as a southern terminus cost $3.50. All other cash/credit card trips cost $2.50. Vehicles with three or more axles cost two times the 2-axle toll rate. Cash toll rates for 2-axle vehicles on the SBX are shown in Table 1-8.

### Table 1-8: Cash/Credit Card toll rates on the South Bay Expressway

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SR-54</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$3.50</td>
<td></td>
</tr>
<tr>
<td>San Miguel Ranch Rd.</td>
<td>$2.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>East H St.</td>
<td>$2.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Otay Lakes Rd.</td>
<td>$2.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Olympic Pkwy.</td>
<td>$2.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Birch Rd.</td>
<td>$2.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Otay Mesa Rd.</td>
<td>$3.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
FasTrak penetration has increased over time on the SBX. When SANDAG took control of the South Bay Expressway during fiscal year 2012, 71 percent of all transactions were FasTrak transactions. By fiscal year 2016, FasTrak transactions made up 76 percent of all transactions. Table 1-9 shows the number of transactions by payment type for each fiscal year.

### Table 1-9: Transactions by Payment Type, Fiscal Years 2012-2016

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Cash (000s)</th>
<th>FasTrak (000s)</th>
<th>Total (000s)</th>
<th>% FasTrak</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2012</td>
<td>2,640</td>
<td>6,510</td>
<td>9,140</td>
<td>71%</td>
</tr>
<tr>
<td>FY 2013</td>
<td>3,140</td>
<td>8,220</td>
<td>11,360</td>
<td>72%</td>
</tr>
<tr>
<td>FY 2014</td>
<td>3,440</td>
<td>9,760</td>
<td>13,190</td>
<td>74%</td>
</tr>
<tr>
<td>FY 2015</td>
<td>3,570</td>
<td>10,800</td>
<td>14,370</td>
<td>75%</td>
</tr>
<tr>
<td>FY 2016</td>
<td>3,820</td>
<td>11,950</td>
<td>15,770</td>
<td>76%</td>
</tr>
</tbody>
</table>

Most of the SBX’s revenue comes from FasTrak transactions. The FasTrak share of the toll road’s revenue has increased over time, except when SANDAG lowered toll rates in fiscal year 2013. In fiscal year 2016, FasTrak revenue made up about 66 percent of the SBX’s revenue. Table 1-10 shows the revenue by payment type for each fiscal year.

### Table 1-10: Revenue by Payment Type, Fiscal Years 2012-2016

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Revenue (000s)</th>
<th>Cash (000s)</th>
<th>FasTrak (000s)</th>
<th>Total (000s)</th>
<th>% FasTrak</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2012</td>
<td>$8,850</td>
<td>$15,930</td>
<td>$24,780</td>
<td>$24,780</td>
<td>64%</td>
</tr>
<tr>
<td>FY 2013</td>
<td>$8,560</td>
<td>$14,130</td>
<td>$22,690</td>
<td>$22,690</td>
<td>62%</td>
</tr>
<tr>
<td>FY 2014</td>
<td>$9,440</td>
<td>$16,530</td>
<td>$25,970</td>
<td>$25,970</td>
<td>64%</td>
</tr>
<tr>
<td>FY 2015</td>
<td>$9,700</td>
<td>$18,300</td>
<td>$28,010</td>
<td>$28,010</td>
<td>65%</td>
</tr>
<tr>
<td>FY 2016</td>
<td>$10,420</td>
<td>$20,220</td>
<td>$30,640</td>
<td>$30,640</td>
<td>66%</td>
</tr>
</tbody>
</table>

### 1.2 SCREENLINES

Four screenlines were identified to establish model calibration benchmarks. The screenlines measure traffic traveling north and south, or east and west across several parallel roadways. A critical element of travel demand model calibration is to ensure the model is assigning an appropriate amount of north-south and east-west traffic and that the screenline traffic is appropriately distributed amongst each of the roadways included in the screenline. The screenline analysis also provides insight into how the SBX corridor’s traffic compares against other parallel roadways and how they relate to intersecting east-west roadways. 2016 traffic data for screenlines were largely collected from Caltrans’ PeMS database, the SBX’s transaction data, and traffic count data from jurisdictions in San Diego County.

Three screenlines were drawn across north-south roadways and one screenline was drawn across east-west roadways. The “North of Border” screenline captures northbound and southbound traffic on I-5, I-805, and SR-905 just north of the USA-Mexico border. Both the “South of SR-54” screenline and the “Otay Mainline Plaza” Screenline include I-5, I-805, and the SBX. The “East-West” screenline includes two freeways (SR-54 and SR-905) and four arterial roadways (East H...
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Street, Telegraph Canyon Road, Olympic Parkway, and Otay Mesa Road). Figure 1-5 shows the location of the four screenlines.

**Figure 1-5: Screenline Locations in the SBX Study Area**

The daily traffic across the “North of Border” screenline is almost evenly split across I-5, I-805, and SR-905 with each road carrying between 32 and 35 percent of the screenline. At the “Otay Mainline Plaza” screenline, four percent of all traffic uses the SBX while 51 and 44 percent of traffic use I-5 and I-805, respectively. I-805 carries 56 percent of the “South of SR-54” screenline, while I-5 and the SBX carry 36 and 8 percent, respectively. The freeways carry most of the “East-West” screenline traffic with SR-54 carrying 36 percent and SR-905 carrying 20 percent. East H Street, Telegraph Canyon Road, and Olympic Parkway each carry between 12 and 16 percent of “East-
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West” screenline traffic, while Otay Mesa Road carries only 3 percent. Table 1-11 shows the daily traffic volumes at all screenline locations.

### Table 1-11: 2016 Observed Screenline Volumes

<table>
<thead>
<tr>
<th>Screenline</th>
<th>Location</th>
<th>Daily Traffic</th>
<th>% of Screenline</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>North of Border Screenline</strong></td>
<td>I-5 at Dairy Mart Rd</td>
<td>51,700</td>
<td>35%</td>
</tr>
<tr>
<td></td>
<td>I-805 at San Ysidro Blvd</td>
<td>47,200</td>
<td>32%</td>
</tr>
<tr>
<td></td>
<td>SR-905 north of Siempre Viva Rd</td>
<td>49,800</td>
<td>33%</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>148,700</strong></td>
<td><strong>100%</strong></td>
</tr>
<tr>
<td><strong>Otay Mainline Plaza Screenline</strong></td>
<td>I-5 at Coronado Ave</td>
<td>127,600</td>
<td>51%</td>
</tr>
<tr>
<td></td>
<td>I-805 at Palm Ave</td>
<td>110,500</td>
<td>44%</td>
</tr>
<tr>
<td></td>
<td>The SBX at Otay Mainline Toll Plaza</td>
<td>10,400</td>
<td>4%</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>248,500</strong></td>
<td><strong>100%</strong></td>
</tr>
<tr>
<td><strong>South of SR-54 Screenline</strong></td>
<td>I-5N at H Street</td>
<td>163,600</td>
<td>36%</td>
</tr>
<tr>
<td></td>
<td>I-805 at Bonita Rd</td>
<td>252,700</td>
<td>56%</td>
</tr>
<tr>
<td></td>
<td>The SBX South of SR-54</td>
<td>37,900</td>
<td>8%</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>454,200</strong></td>
<td><strong>100%</strong></td>
</tr>
<tr>
<td><strong>East-West Screenline</strong></td>
<td>SR-54 at Woodman St</td>
<td>116,000</td>
<td>36%</td>
</tr>
<tr>
<td></td>
<td>East H Street east of Paseo Del Rey</td>
<td>44,900</td>
<td>14%</td>
</tr>
<tr>
<td></td>
<td>Telegraph Canyon Rd east of Heritage Rd</td>
<td>38,300</td>
<td>12%</td>
</tr>
<tr>
<td></td>
<td>Olympic Pkwy east of Oleander Ave</td>
<td>53,300</td>
<td>16%</td>
</tr>
<tr>
<td></td>
<td>Otay Mesa Rd east of Heritage Rd</td>
<td>8,500</td>
<td>3%</td>
</tr>
<tr>
<td></td>
<td>SR-905 east of Britannia Blvd</td>
<td>63,900</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>324,900</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

### 1.3 SPEEDS

SANDAG provided Stantec with speed data from INRIX on roads in the SBX study area from 2012 through 2017. The INRIX traffic data service compiles traffic related information from commercial fleet data, roadway sensors, and mobile devices. Its Smart Driver Network provides historical and real-time data via mobile applications and internet services. Stantec aggregated the 2016 speed data by segment and time of day to calibrate the travel demand model.

Speeds on the SBX were generally free-flow, with corridor speeds ranging from 55 to 62 mph throughout the day. I-5 NB had a 36-mph corridor speed during the morning commute while I-5 SB had a 42-mph corridor speed during the return commute in the afternoon. At all other times,
I-5 corridor speeds were between 62 and 65 mph. I-805 and SR-54 are generally free-flowing within their extents with corridor speeds between 60 and 66 mph. SR-905 has corridor speeds between 51 and 55 mph, except during the PM in the eastbound direction when the corridor speed is 46 mph. Arterial speeds range from 21 mph to 43 mph. Table 1-12 shows corridor speeds by time of day in the SBX study area.

Table 1-12: 2016 Speeds in the SBX Study Area

Using the INRIX data, Stantec examined two routes from the Otay Lakes Road/SBX interchange to the I-805/SR-54 interchange. These endpoints were used because they are waypoints for some residents living east of the SBX that commute to downtown San Diego. The partially tolled route starts at the Otay Lakes Road/SBX interchange and proceeds on the SBX northbound to SR-54 westbound during the morning. The free route starts at the Otay Lakes Road/SBX interchange and proceeds on Otay Lakes Road westbound, followed by Telegraph Canyon Road westbound, then proceeds on I-805 northbound during the morning. Afternoon routes occur in the reverse order and direction. Figure 1-6 shows the routes for which travel times were compared.
The INRIX data indicates that the SBX provides travel time savings for residents east of the toll road compared to a free alternate route. The partially tolled route including the SBX provides a 3.8-minute travel time savings during the morning commute and a 4.6-minute travel time savings during the afternoon. Neither route has significant congestion during the AM or PM period, so the travel time savings are due to the free route utilizing mostly arterials while the partially tolled route relies entirely on limited-access roadways. Although the speed limit on the arterials is 50 mph, there are about a dozen signalized intersections along the free route that prevent average speeds on the arterials from reaching the speed limit. Table 1-13 shows the travel time and speeds on the partially tolled route and the free route.

<table>
<thead>
<tr>
<th></th>
<th>AM</th>
<th>PM</th>
<th>AM</th>
<th>PM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partially Tolled Route</td>
<td>7.8</td>
<td>8.7</td>
<td>67</td>
<td>63</td>
</tr>
<tr>
<td>Free Route</td>
<td>11.6</td>
<td>13.3</td>
<td>41</td>
<td>39</td>
</tr>
<tr>
<td>TT savings</td>
<td>3.8</td>
<td>4.6</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Table 1-13: 2016 Travel Time and Speed Differences
2.0 SOCIOECONOMIC DATA

2.1 OVERALL STUDY AREA TRENDS

San Diego County’s population will grow by nearly 800,000 people, from 3.3 million in 2016 to over 4 million in 2050, a 0.63 percent compound annual growth rate. Employment growth is expected to track with population growth, increasing by nearly 400,000 jobs over the forecast period from 1.5 million in 2016 to 1.9 million in 2050, a 0.64 percent compound annual growth rate. Approximately 50 percent of the growth in both population and employment in San Diego County from 2016 to 2050 will be within the project study area. Moreover, the project corridor, defined by an approximately 2-mile buffer around the SBX, will grow by approximately 70,000 in population and will add nearly 45,000 jobs over the forecast period, directly impacting use of the toll road. Most of the growth in the project corridor is in the Otay Mesa region of San Diego and the Otay Ranch development in the City of Chula Vista. Figure 2-1 shows the location of the project corridor, Otay Ranch, and Otay Mesa, relative to the study area and the SBX.

Figure 2-1: SBX Project Study Area
2.2 HISTORIC TRENDS

San Diego County is the second-largest county in the State of California. The county experienced significant population growth between 1970 and 1990, a period that exhibited compound annual growth rates between 3 and 3.2 percent. Population growth began to slow following the boom of the 1970s and 1980s, and declined further as a result of the Great Recession, which drove the compound annual growth rate down to below 1 percent. Table 2-1 shows the population of San Diego County from 1950 to 2010 according to the U.S. Census of Population and Housing.

Table 2-1: San Diego Population, 1950-2010

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</tr>
</thead>
<tbody>
<tr>
<td>Total Population</td>
<td>556,808</td>
<td>1,033,011</td>
<td>1,357,854</td>
<td>1,861,846</td>
<td>2,498,016</td>
<td>2,813,833</td>
<td>3,095,313</td>
</tr>
<tr>
<td>Incremental Growth</td>
<td>476,203</td>
<td>324,843</td>
<td>503,992</td>
<td>636,170</td>
<td>315,817</td>
<td>281,480</td>
<td>2,538,505</td>
</tr>
<tr>
<td>Average Annual Growth</td>
<td>47,620</td>
<td>32,484</td>
<td>50,399</td>
<td>63,617</td>
<td>31,582</td>
<td>28,148</td>
<td>42,308</td>
</tr>
<tr>
<td>Compound Annual Growth Rate</td>
<td>6.38% 2.77% 3.21% 2.98% 1.20% 0.96% 2.90%</td>
<td>6.38% 2.77% 3.21% 2.98% 1.20% 0.96% 2.90%</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

*1990 Census of Population and Housing*

Growth in San Diego County has been relatively slow since the recession, although there are signs that it may be accelerating. Table 2-2 shows population growth in select cities in San Diego County located within close proximity to the project corridor. Portions of the SBX are located in the City of Chula Vista, a city of over 260,000 persons. Chula Vista grew by a 1.54 percent compound annual growth rate from 2010 to 2015 and has outpaced growth in both the City of San Diego and San Diego County since 1990.
Table 2-2: Population growth in Select Cities in San Diego County

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</tr>
</thead>
<tbody>
<tr>
<td>San Diego</td>
<td>1,110,623</td>
<td>1,139,504</td>
<td>1,207,003</td>
<td>1,261,035</td>
<td>1,304,482</td>
<td>1,380,271</td>
</tr>
<tr>
<td>Period 1990-1995</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Incremental Growth</td>
<td>28,881</td>
<td>67,499</td>
<td>54,032</td>
<td>43,447</td>
<td>75,789</td>
<td>269,648</td>
</tr>
<tr>
<td>Average Annual Growth</td>
<td>5,776</td>
<td>13,500</td>
<td>10,806</td>
<td>8,689</td>
<td>15,158</td>
<td>10,786</td>
</tr>
<tr>
<td>Compound Annual Growth Rate</td>
<td>0.51%</td>
<td>1.16%</td>
<td>0.88%</td>
<td>0.68%</td>
<td>1.14%</td>
<td>0.87%</td>
</tr>
<tr>
<td>Chula Vista</td>
<td>135,160</td>
<td>149,206</td>
<td>172,264</td>
<td>219,939</td>
<td>243,712</td>
<td>263,028</td>
</tr>
<tr>
<td>Period 1990-1995</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Incremental Growth</td>
<td>14,046</td>
<td>23,058</td>
<td>47,675</td>
<td>23,773</td>
<td>19,316</td>
<td>127,868</td>
</tr>
<tr>
<td>Average Annual Growth</td>
<td>2,809</td>
<td>4,612</td>
<td>9,535</td>
<td>4,755</td>
<td>3,863</td>
<td>5,115</td>
</tr>
<tr>
<td>Compound Annual Growth Rate</td>
<td>2.00%</td>
<td>2.92%</td>
<td>5.01%</td>
<td>2.07%</td>
<td>1.54%</td>
<td>2.70%</td>
</tr>
<tr>
<td>National City</td>
<td>54,249</td>
<td>53,517</td>
<td>54,594</td>
<td>55,948</td>
<td>58,593</td>
<td>60,411</td>
</tr>
<tr>
<td>Period 1990-1995</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Incremental Growth</td>
<td>(732)</td>
<td>1,077</td>
<td>1,354</td>
<td>2,645</td>
<td>1,818</td>
<td>6,162</td>
</tr>
<tr>
<td>Average Annual Growth</td>
<td>(146)</td>
<td>215</td>
<td>271</td>
<td>529</td>
<td>364</td>
<td>246</td>
</tr>
<tr>
<td>Compound Annual Growth Rate</td>
<td>-0.27%</td>
<td>0.40%</td>
<td>0.49%</td>
<td>0.93%</td>
<td>0.61%</td>
<td>0.43%</td>
</tr>
<tr>
<td>Lemon Grove</td>
<td>23,984</td>
<td>24,252</td>
<td>25,078</td>
<td>25,078</td>
<td>25,354</td>
<td>26,500</td>
</tr>
<tr>
<td>Period 1990-1995</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Incremental Growth</td>
<td>268</td>
<td>826</td>
<td>-</td>
<td>276</td>
<td>1,146</td>
<td>2,516</td>
</tr>
<tr>
<td>Average Annual Growth</td>
<td>54</td>
<td>165</td>
<td>-</td>
<td>55</td>
<td>229</td>
<td>101</td>
</tr>
<tr>
<td>Compound Annual Growth Rate</td>
<td>0.22%</td>
<td>0.67%</td>
<td>0.00%</td>
<td>0.22%</td>
<td>0.89%</td>
<td>0.40%</td>
</tr>
<tr>
<td>San Diego County</td>
<td>2,498,016</td>
<td>2,613,112</td>
<td>2,813,833</td>
<td>2,966,783</td>
<td>3,095,313</td>
<td>3,266,192</td>
</tr>
<tr>
<td>Period 1990-1995</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Incremental Growth</td>
<td>115,096</td>
<td>200,721</td>
<td>152,950</td>
<td>128,530</td>
<td>170,879</td>
<td>768,176</td>
</tr>
<tr>
<td>Average Annual Growth</td>
<td>23,019</td>
<td>40,144</td>
<td>30,590</td>
<td>25,706</td>
<td>34,176</td>
<td>30,727</td>
</tr>
<tr>
<td>Compound Annual Growth Rate</td>
<td>0.90%</td>
<td>1.49%</td>
<td>1.06%</td>
<td>0.85%</td>
<td>1.08%</td>
<td>1.08%</td>
</tr>
</tbody>
</table>

2.3 POPULATION PROJECTIONS

Total population in San Diego County is projected to grow to over 4 million by 2050. As shown in Figure 2-2, relatively conservative levels of population growth are expected to continue into the future, with growth slowing over the forecast period. The average number of new residents added annually will decline steadily from approximately 37,000 people per year between 2016 and 2020 to fewer than 13,000 people per year between 2045 and 2050.
Population projections for San Diego County reflect differing long-term annual growth rates over the forecast period, ranging from 0.56 percent (California Department of Finance) to 0.99 percent (Woods and Poole). Demographic inputs to SANDAG’s Activity-Based Model (ABM) show strong early growth similar to Woods and Poole, but a greater decline in longer term growth than what is predicted by both Woods and Poole and the California Department of Finance. Table 2-3 compares population projections from all three sources over the forecast period.

### Table 2-3: Population Projection Comparison for San Diego County

<table>
<thead>
<tr>
<th>Source</th>
<th>2016</th>
<th>2020</th>
<th>2025</th>
<th>2030</th>
<th>2035</th>
<th>2040</th>
<th>2045</th>
<th>2050</th>
</tr>
</thead>
<tbody>
<tr>
<td>Incremental Growth</td>
<td>146,142</td>
<td>165,445</td>
<td>140,508</td>
<td>112,032</td>
<td>83,583</td>
<td>68,085</td>
<td>63,393</td>
<td>779,188</td>
</tr>
<tr>
<td>Average Annual Growth Rate</td>
<td>36,536</td>
<td>33,089</td>
<td>28,102</td>
<td>22,406</td>
<td>16,717</td>
<td>13,617</td>
<td>12,679</td>
<td>22,917</td>
</tr>
<tr>
<td>Compound Annual Growth Rate</td>
<td>1.09%</td>
<td>0.99%</td>
<td>0.77%</td>
<td>0.59%</td>
<td>0.43%</td>
<td>0.34%</td>
<td>0.31%</td>
<td>0.63%</td>
</tr>
<tr>
<td><strong>California Department of Finance</strong></td>
<td>3,301,292</td>
<td>3,406,126</td>
<td>3,529,054</td>
<td>3,638,609</td>
<td>3,737,507</td>
<td>3,830,210</td>
<td>3,916,308</td>
<td>3,997,108</td>
</tr>
<tr>
<td>Incremental Growth</td>
<td>104,834</td>
<td>122,928</td>
<td>109,555</td>
<td>98,898</td>
<td>92,703</td>
<td>86,098</td>
<td>80,800</td>
<td>695,816</td>
</tr>
<tr>
<td>Average Annual Growth Rate</td>
<td>26,208</td>
<td>24,586</td>
<td>21,911</td>
<td>19,780</td>
<td>18,541</td>
<td>17,220</td>
<td>16,160</td>
<td>20,465</td>
</tr>
<tr>
<td>Compound Annual Growth Rate</td>
<td>0.78%</td>
<td>0.71%</td>
<td>0.61%</td>
<td>0.54%</td>
<td>0.49%</td>
<td>0.45%</td>
<td>0.41%</td>
<td>0.56%</td>
</tr>
<tr>
<td><strong>Woods and Poole</strong></td>
<td>3,335,405</td>
<td>3,489,219</td>
<td>3,689,615</td>
<td>3,895,564</td>
<td>4,097,588</td>
<td>4,291,844</td>
<td>4,480,497</td>
<td>4,667,618</td>
</tr>
<tr>
<td>Incremental Growth</td>
<td>153,814</td>
<td>200,396</td>
<td>205,949</td>
<td>202,024</td>
<td>194,256</td>
<td>188,653</td>
<td>187,121</td>
<td>1,332,213</td>
</tr>
<tr>
<td>Average Annual Growth Rate</td>
<td>38,454</td>
<td>40,079</td>
<td>41,191</td>
<td>40,405</td>
<td>38,851</td>
<td>37,731</td>
<td>37,424</td>
<td>39,183</td>
</tr>
<tr>
<td>Compound Annual Growth Rate</td>
<td>1.13%</td>
<td>1.12%</td>
<td>1.09%</td>
<td>1.02%</td>
<td>0.93%</td>
<td>0.86%</td>
<td>0.82%</td>
<td>0.99%</td>
</tr>
</tbody>
</table>

*Interpolated using SANDAG 2012 Base Year estimates and 2015 estimates from the California Department of Finance.

Population growth in the study area is expected to outpace growth in San Diego County. The compound annual growth rate in the study area is estimated at 0.80 percent between 2016 and
2050, compared to 0.63 percent for San Diego County. Approximately 50 percent of the forecasted population growth between 2016 and 2050 will be within the study area. This is due in large part to the amount of developable land within the study area, which includes Otay Ranch and Otay Mesa. Population growth in the project corridor is slightly higher than the study area at 0.85 percent compound annual growth rate, compared to 0.80 percent in the study area. Table 2-4 compares projected growth in the project corridor and study area to San Diego County over the forecast period.

**Table 2-4: Study Area to San Diego County Population Projection Comparison**

<table>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Corridor</td>
<td>209,268</td>
<td>231,252</td>
<td>261,337</td>
<td>264,971</td>
<td>270,075</td>
<td>275,156</td>
<td>278,888</td>
<td>279,099</td>
<td></td>
</tr>
<tr>
<td>Incremental Growth</td>
<td>21,984</td>
<td>30,085</td>
<td>3,634</td>
<td>5,104</td>
<td>5,081</td>
<td>3,732</td>
<td>211</td>
<td>69,831</td>
<td></td>
</tr>
<tr>
<td>Average Annual Growth</td>
<td>5,496</td>
<td>6,017</td>
<td>727</td>
<td>1,021</td>
<td>1,016</td>
<td>746</td>
<td>42</td>
<td>2,054</td>
<td></td>
</tr>
<tr>
<td>Compound Annual Growth Rate</td>
<td>2.53%</td>
<td>2.48%</td>
<td>0.28%</td>
<td>0.38%</td>
<td>0.37%</td>
<td>0.27%</td>
<td>0.02%</td>
<td>0.85%</td>
<td></td>
</tr>
<tr>
<td>Study Area</td>
<td>1,397,016</td>
<td>1,457,705</td>
<td>1,549,862</td>
<td>1,632,596</td>
<td>1,705,665</td>
<td>1,759,509</td>
<td>1,800,299</td>
<td>1,852,109</td>
<td></td>
</tr>
<tr>
<td>Incremental Growth</td>
<td>60,690</td>
<td>92,157</td>
<td>82,734</td>
<td>73,069</td>
<td>53,844</td>
<td>40,790</td>
<td>51,810</td>
<td>394,404</td>
<td></td>
</tr>
<tr>
<td>Average Annual Growth</td>
<td>15,712</td>
<td>18,431</td>
<td>16,547</td>
<td>14,614</td>
<td>10,769</td>
<td>8,158</td>
<td>10,362</td>
<td>13,147</td>
<td></td>
</tr>
<tr>
<td>Compound Annual Growth Rate</td>
<td>1.07%</td>
<td>1.23%</td>
<td>1.05%</td>
<td>0.88%</td>
<td>0.62%</td>
<td>0.46%</td>
<td>0.27%</td>
<td>0.80%</td>
<td></td>
</tr>
<tr>
<td>Incremental Growth</td>
<td>146,142</td>
<td>165,445</td>
<td>140,508</td>
<td>112,032</td>
<td>83,583</td>
<td>68,085</td>
<td>63,393</td>
<td>779,188</td>
<td></td>
</tr>
<tr>
<td>Average Annual Growth</td>
<td>36,536</td>
<td>33,089</td>
<td>28,102</td>
<td>22,406</td>
<td>16,717</td>
<td>13,617</td>
<td>12,679</td>
<td>22,917</td>
<td></td>
</tr>
<tr>
<td>Compound Annual Growth Rate</td>
<td>1.09%</td>
<td>0.95%</td>
<td>0.77%</td>
<td>0.59%</td>
<td>0.43%</td>
<td>0.34%</td>
<td>0.31%</td>
<td>0.63%</td>
<td></td>
</tr>
</tbody>
</table>

*Interpolated using SANDAG 2012 Base Year estimates.

### 2.4 HISTORIC EMPLOYMENT GROWTH

Between 1995 and 2000, San Diego County experienced exceptional employment growth, with a compound annual growth rate of nearly 4 percent. However, this strong growth slowed over the next five years before declining by more than 50,000 jobs in response to the Great Recession. Since then, the economy has improved. Employment in San Diego County increased by nearly 150,000 jobs from 1.25 million in 2010 to 1.4 million in 2015. Table 2-5 shows historical employment growth for San Diego County.

**Table 2-5: Historical Employment in San Diego County**

<table>
<thead>
<tr>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Employment, All Industries</td>
<td>988,700</td>
<td>999,300</td>
<td>1,211,400</td>
<td>1,305,300</td>
<td>1,252,600</td>
<td>1,395,900</td>
</tr>
<tr>
<td>Incremental Growth</td>
<td>10,600</td>
<td>212,100</td>
<td>93,900</td>
<td>(52,700)</td>
<td>143,300</td>
<td>407,200</td>
</tr>
<tr>
<td>Average Annual Growth</td>
<td>2,120</td>
<td>42,420</td>
<td>18,780</td>
<td>(10,540)</td>
<td>28,660</td>
<td>16,288</td>
</tr>
<tr>
<td>Compound Annual Growth Rate</td>
<td>0.21%</td>
<td>3.92%</td>
<td>1.50%</td>
<td>-0.82%</td>
<td>2.19%</td>
<td>1.39%</td>
</tr>
</tbody>
</table>

Recent job reports by the State of California Employment Development Department, Labor Market Information Division indicate continued growth in employment. In April 2017, the estimated
unemployment rate in San Diego County is estimated at 3.8 percent, which is lower than the unadjusted unemployment rate for both California (4.5 percent) and for the nation (4.1 percent), according to California’s Employment Development Department. Total nonfarm employment in San Diego County increased by 18,200 jobs between April 2016 and April 2017, or 1.3 percent. Moreover, the construction industry experienced the largest year-over expansion.

The pace of recovery following the Great Recession varies between cities in San Diego County. Table 2-6 shows employment data from the California Employment Development Department for cities within close proximity of the project corridor. Employment growth is strongest in Chula Vista, which has a compound annual growth rate of approximately 8 percent from 2012 to 2016.

### Table 2-6: Historical Employment by City

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Chula Vista</td>
<td>84,100</td>
<td>84,900</td>
<td>108,900</td>
<td>113,100</td>
<td>114,200</td>
<td>30,100</td>
<td>7.9%</td>
</tr>
<tr>
<td>Lemon Grove</td>
<td>12,600</td>
<td>12,700</td>
<td>11,400</td>
<td>11,600</td>
<td>11,800</td>
<td>(800)</td>
<td>-1.6%</td>
</tr>
<tr>
<td>National City</td>
<td>20,800</td>
<td>21,000</td>
<td>22,900</td>
<td>23,100</td>
<td>23,300</td>
<td>2,500</td>
<td>2.9%</td>
</tr>
<tr>
<td>San Diego</td>
<td>650,100</td>
<td>656,200</td>
<td>648,500</td>
<td>667,800</td>
<td>674,300</td>
<td>24,200</td>
<td>0.9%</td>
</tr>
</tbody>
</table>

*California Employment Development Department

### 2.5 EMPLOYMENT PROJECTIONS

San Diego County is expected to grow by nearly 400,000 jobs between 2016 and 2050. A significant portion of this employment growth will be in the near-term. Employment is projected to increase by an annual average of 22,000 jobs between 2016 and 2020, a rate close to what was observed between 2010 and 2015. Figure 2-3 shows historical and forecasted employment growth in San Diego county over the forecast period.
The pace of employment growth is expected to slow significantly over the remaining forecast years. Future year employment growth projections predict a compound annual growth rate of 0.64 percent over the forecast period, which is substantially more conservative than estimates from Woods and Poole. Over the entire forecast period Woods and Poole estimates a compound annual growth rate twice that of SANDAG’s Activity Based Model (ABM). Table 2-7 compares employment projections over the forecast period.

**Table 2-7: Employment Comparison Projection in San Diego County**

<table>
<thead>
<tr>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SANDAG Activity-Based Model</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Employment, All Industries (in thousands)</td>
<td>1,537,766</td>
<td>1,624,565</td>
<td>1,675,360</td>
<td>1,717,560</td>
<td>1,770,222</td>
<td>1,820,301</td>
<td>1,867,577</td>
<td>1,912,317</td>
</tr>
<tr>
<td>Incremental Growth</td>
<td>86,800</td>
<td>51,191</td>
<td>42,124</td>
<td>52,342</td>
<td>50,079</td>
<td>47,276</td>
<td>45,154</td>
<td>374,966</td>
</tr>
<tr>
<td>Average Annual Growth</td>
<td>21,700</td>
<td>10,238</td>
<td>8,425</td>
<td>10,468</td>
<td>10,016</td>
<td>9,455</td>
<td>9,031</td>
<td>11,028</td>
</tr>
<tr>
<td>Compound Annual Growth Rate</td>
<td>1.38%</td>
<td>0.62%</td>
<td>0.50%</td>
<td>0.60%</td>
<td>0.56%</td>
<td>0.51%</td>
<td>0.48%</td>
<td>0.64%</td>
</tr>
<tr>
<td><strong>Woods and Poole</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Employment, All Industries (in thousands)</td>
<td>2,046,870</td>
<td>2,180,340</td>
<td>2,347,512</td>
<td>2,513,170</td>
<td>2,675,172</td>
<td>2,836,099</td>
<td>2,997,499</td>
<td>3,159,628</td>
</tr>
<tr>
<td>Incremental Growth</td>
<td>133,470</td>
<td>167,172</td>
<td>165,658</td>
<td>162,002</td>
<td>160,927</td>
<td>161,400</td>
<td>162,129</td>
<td>1,112,758</td>
</tr>
<tr>
<td>Average Annual Growth</td>
<td>33,368</td>
<td>33,434</td>
<td>33,132</td>
<td>32,400</td>
<td>32,185</td>
<td>32,280</td>
<td>32,426</td>
<td>32,728</td>
</tr>
<tr>
<td>Compound Annual Growth Rate</td>
<td>1.59%</td>
<td>1.49%</td>
<td>1.37%</td>
<td>1.26%</td>
<td>1.18%</td>
<td>1.11%</td>
<td>1.06%</td>
<td>1.29%</td>
</tr>
</tbody>
</table>

*Interpolated using SANDAG 2012 Base Year estimates

Employment growth in the study area is expected to track with population growth and will outpace San Diego County. The compound annual growth rate in the study area is estimated at 0.82 percent between 2016 and 2050, compared to 0.64 percent for San Diego County. Approximately 50 percent of the forecasted employment growth between 2016 and 2050 will be within the project study area, primarily in Otay Mesa and Otay Ranch. As such, employment growth in the project corridor far exceeds growth in San Diego county and the study area. Over
the forecast period, the project corridor is expected to add 32,600 jobs for a compound annual growth rate of more than 2.2 percent. Most of the employment will be in the form of industrial development in the Otay Mesa region of the City of San Diego, as well as office and commercial development in the Otay Ranch region of the City of Chula Vista. Table 2-8 compares projected growth in the project corridor and study area to San Diego County over the forecast period.

Table 2-8: Employment Projections in the SBX Study Area

<table>
<thead>
<tr>
<th></th>
<th>2016</th>
<th>2020</th>
<th>2025</th>
<th>2030</th>
<th>2035</th>
<th>2040</th>
<th>2045</th>
<th>2050</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Corridor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Incremental Growth</td>
<td>6,031</td>
<td>3,799</td>
<td>3,317</td>
<td>3,103</td>
<td>5,070</td>
<td>5,279</td>
<td>5,940</td>
<td>32,539</td>
</tr>
<tr>
<td>Average Annual Growth</td>
<td>1,508</td>
<td>760</td>
<td>643</td>
<td>621</td>
<td>1,014</td>
<td>1,056</td>
<td>1,188</td>
<td>957</td>
</tr>
<tr>
<td>Compound Annual Growth Rate</td>
<td>4.91%</td>
<td>2.11%</td>
<td>1.67%</td>
<td>1.45%</td>
<td>2.17%</td>
<td>2.03%</td>
<td>2.07%</td>
<td>2.26%</td>
</tr>
<tr>
<td>Study Area</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Incremental Growth</td>
<td>34,641</td>
<td>25,211</td>
<td>19,689</td>
<td>22,639</td>
<td>26,848</td>
<td>25,086</td>
<td>24,049</td>
<td>178,163</td>
</tr>
<tr>
<td>Average Annual Growth</td>
<td>8,660</td>
<td>5,042</td>
<td>3,938</td>
<td>4,528</td>
<td>5,370</td>
<td>5,017</td>
<td>4,810</td>
<td>5,240</td>
</tr>
<tr>
<td>Compound Annual Growth Rate</td>
<td>1.52%</td>
<td>0.84%</td>
<td>0.63%</td>
<td>0.70%</td>
<td>0.80%</td>
<td>0.72%</td>
<td>0.67%</td>
<td>0.82%</td>
</tr>
<tr>
<td>San Diego County</td>
<td>1,537,766</td>
<td>1,624,565</td>
<td>1,675,756</td>
<td>1,717,880</td>
<td>1,770,222</td>
<td>1,820,301</td>
<td>1,867,577</td>
<td>1,912,731</td>
</tr>
<tr>
<td>Incremental Growth</td>
<td>86,800</td>
<td>51,191</td>
<td>42,124</td>
<td>52,342</td>
<td>50,079</td>
<td>47,276</td>
<td>45,154</td>
<td>374,966</td>
</tr>
<tr>
<td>Average Annual Growth</td>
<td>21,700</td>
<td>10,238</td>
<td>8,425</td>
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<td>0.62%</td>
<td>0.50%</td>
<td>0.60%</td>
<td>0.56%</td>
<td>0.51%</td>
<td>0.48%</td>
<td>0.64%</td>
</tr>
</tbody>
</table>

### 2.6 PROJECT CORRIDOR

The SBX runs primarily through eastern Chula Vista, connecting SR-54 to SR-905 in the City of San Diego. The project corridor is characterized by primarily residential development north of Olympic Parkway and west of the SBX. Development east of the SBX extends for a couple miles, but is limited by environmental and topographical constraints, as shown in Figure 2-4.
In addition to the existing development in Chula Vista, there are two important developments within the project corridor, Otay Mesa and Otay Ranch, which will be responsible for generating and attracting an increasing number of trips over the forecast period. Otay Mesa encompasses approximately 9,300 acres located at the southern limit of the City of San Diego. Home to approximately 15,000 residents in 2010, the area began as a rural farming community first settled in the late 19th century. Today, the area is home to distribution centers operated by manufacturers and logistics companies. The centers are strategically located near the Otay Mesa Port of Entry, the only freight crossing into Mexico from the city of San Diego. The municipally owned and operated Brown Field airport is also located in Otay Mesa.

Otay Ranch is grouped geographically to form three distinct parcels in eastern Chula Vista and San Diego County. These parcels include the Otay Valley Parcel, the San Ysidro Mountains Parcel, and the Proctor Valley Parcel. The Otay Valley Parcel, the largest of the three at 9,449 acres, is bisected by the SBX. Planning for the development of the Otay Valley Parcel, hereafter referred to as Otay Ranch, has been underway since 1993. Construction of Otay Ranch began in the late 1990s, primarily focusing on the residential areas north of Olympic Parkway and west of the SBX. Development of the Otay Ranch parcel slowed during the during the Great Recession, but has
since resumed with numerous residential, commercial, and mixed-use projects in the design review phase of development.

2.6.1 Existing Conditions

Today, the project corridor is characterized by primarily residential development in eastern Chula Vista, in and around Otay Ranch, some neighborhood-serving commercial development along the SBX and East H Street, and industrial uses at the southern terminus of the SBX in Otay Mesa. For every job in the project corridor, there are approximately 7.3 persons residing in the area. By contrast, there are 2.14 persons per job in San Diego County and 2.51 persons per job in the study area.

As such, many users of the SBX utilize the toll road as a commuter route to employment hubs in the greater San Diego area. For residents east of the SBX, the toll road represents the most logical route available for accessing employment and other opportunities in the rest of the county. According to data from the 2014 American Community Survey, residents in Chula Vista, particularly those residing in the SBX corridor, have some of the longest commute times in the county. Depending on the Census Tract, residents have mean travel times between 26 and 32 minutes. Given the relatively low number of jobs in the corridor, as well as the fact that the SBX offers the only limited-access, high speed connection to the greater San Diego area, it is reasonable to assume the longer commute times faced by Chula Vista residents are related to the longer distances they travel for work.

Figure 2-5 shows household density in the project corridor in 2016. Within the project corridor, households are concentrated in the City of Chula Vista, north of Otay Ranch, and in the Otay Ranch development. Environmental and topographical constraints limit the amount of development in the project corridor. Most of Chula Vista, outside of Otay Ranch, is already at build out, and will only add additional households through redevelopment and intensification. However, there are significant portions of Otay Ranch that have not yet been developed. Presently, there are approximately 15,300 households residing in the master planned community, with additional projects under construction or in the design review phase.

There are currently 5,700 households in the Otay Mesa region of San Diego. These households are concentrated in the western portion near I-805, outside of the project corridor. Future plans for the development of the Otay Mesa encourage a continuation of the existing development patterns, with housing largely located in the western portion of the region, and industrial uses in the east.
Figure 2-6 shows employment density in the project corridor in 2016. Presently, there is some commercial development along East H Street, near Southwestern College, as well as the intersection of the SBX and Otay Lakes Road. These commercial areas are characterized by big box retail stores, such as Target, Lowe’s Home Improvement, and Office Max, as well as grocery stores, fast food chains and restaurants, and entertainment opportunities. In Otay Ranch, employment is concentrated on the eastern side of the SBX, in the planned freeway commercial area at the southeast corner of the SBX and Olympic Parkway and the Eastern Urban Center/Millenia Master Planned Community south of Birch Road. At build-out, the freeway commercial area will have approximately 4 million square feet of proposed commercial space, with another 1.2 million square feet of mixed use commercial and residential. The Eastern Urban Center/Millenia Master Planned Community is planned to have around 3.5 million square feet of office and retail space.

Employment in Otay Mesa is nearly twice that of Otay Ranch at approximately 15,000 jobs. Most of the employment is concentrated in the eastern portion of the region, at the southern terminus of the SBX at SR-905. Jobs in the area are primarily in the trucking, and warehousing and distribution industries. Employment growth in Otay Mesa will be fueled in part by the City’s recently approved...
enhanced infrastructure financing district. The district is projected to generate $155 million in initial capital for infrastructure by selling bonds. The influx of this upfront capital is intended to encourage development in the near-term. As a result, the district is expected to invest, via value capture mechanisms, nearly $800 million in tax revenue for infrastructure investments over the next 45 years, all of which is aimed at spurring economic development in the area.

2.6.2 Future Projections

Future development in the project corridor will be strongest in the Otay Ranch and Otay Mesa areas where there is a greater availability of developable land. A major shift from the existing conditions will be the addition of significant and more diversified employment opportunities. Within the project corridor, the share of jobs to population will increase. Whereas existing conditions show more than 7 persons per job, population and employment forecasts estimate 4.6 persons per job in the project corridor. Most of these jobs will be located within the Otay Ranch development, as well as continued growth in industrial uses in Otay Mesa. Increasing employment opportunities has the potential to shorten commute times for many residents who will now be able to work closer to home.
Between 2016 and 2035, household density in Otay Ranch will nearly double from 1,100 households per square mile to 2,000 households per square mile. Most of the residential development will be in the southern portion of Otay Ranch, which is presently undeveloped, as shown in Figure 2-7. Over 77 percent of the 16,000 households that will be added to the project corridor will be in Otay Ranch.

Figure 2-7: Household Density (2035)

There will also be some growth in households in Otay Mesa in accordance with the Community Plan for the area. The Otay Mesa Community Plan, which advocates for the continued development of industrial uses in the planning area’s eastern portion and along the U.S./Mexico border, also lays out a plan for the development of two “villages” in the western and more central portions of the area. Between 2016 and 2035, Otay Mesa will gain approximately 1,700 households, almost all of which will be in the shaded areas shown in Figure 2-8. Figure 2-8 shows the top 10 percent of TAZs in terms of both absolute growth and compound annual growth rate between 2016 and 2035.
Household growth between 2035 and 2050 will be minimal. Planners with the City of Chula Vista indicate that the development of Otay Ranch is proceeding rapidly. Construction is underway on several villages, and Chula Vista planners indicate that the review of grading plans, street improvements, and other site plan aspects is currently in the beginning stages for several others. The process of reviewing and approving permits for these villages is estimated to take approximately 5 years, after which the same developers are anticipated to begin submitting plans for review for the remaining villages. As such, it is reasonable to assume that Otay Ranch will be built-out over the next 20 years. Once built-out, environmental and topographical constraints will severely limit new development in the project corridor. Household growth between 2035 and 2050 will be primarily in the form of redevelopment and intensification. Figure 2-9 shows the location of projects currently in the design review phase in Otay Ranch, as well as future major projects. Figure 2-10 shows household density in 2050, which largely mirrors conditions seen in 2035 in the project corridor.
Figure 2-9: Major Projects and Projects in Design Review in Otay Valley Parcel
Between 2016 and 2035, the project corridor is expected to add 16,250 jobs. Employment density in Otay Ranch will increase from 500 jobs per square mile to 1,300 jobs per square mile. Jobs will continue to be concentrated along the eastern side of the SBX, which is planned to have the highest intensity commercial development in Otay Ranch. In Otay Mesa, employment density will increase from 1,000 jobs per square mile to 1,500 jobs per square mile. These will continue to be in the eastern portion of Otay Mesa and along SR-905. Figure 2-11 shows employment density in the project corridor in 2035.
Nearly all of the fastest growing TAZs in the project corridor are located in either Otay Ranch or Otay Mesa, as indicated in Figure 2-12. The shaded TAZs represent those in the top ten percent in terms of both absolute growth, by adding more than 180 jobs, and compound annual growth, by growing at a rate of 3.6 percent or more per year.
Employment growth between 2035 and 2050 is strongest in Otay Mesa, which is projected to add more than 15,000 jobs in the project corridor (including the areas in San Diego county adjacent to the neighborhood boundaries). Employment density will increase from 1,500 jobs per square mile to over 2,300 jobs per square mile. The diversity of employment type is not expected to change, with most of the jobs continuing to be in the warehousing and distribution industries. However, there will be some neighborhood-serving commercial uses and services in the planned residential communities. Employment density in Otay Ranch will also increase between 2035 and 2050, from 1,300 jobs per square mile to more than 1,700 jobs per square mile. Most of the growth will be in a single TAZ, where a future University and Regional Technology Park is planned. That TAZ will grow by more than 5,000 jobs, and is shown below in Figure 2-14.
Figure 2-13: Employment Density (2050)
Figure 2-14: Employment Growth (2035-2050)
3.0 MODEL DEVELOPMENT AND CALIBRATION

The traffic and revenue (T&R) forecasting process relies primarily on the traffic forecasts produced by Stantec’s toll diversion model. The model adopts SANDAG’s Activity-Based Model (ABM) for use in forecasting the SR-125 traffic and revenue. To achieve this transition, the ABM’s highway network and O-D trip tables for each scenario year were converted from TransCAD to Cube so that Stantec’s toll diversion model could be applied. The model’s toll-diversion techniques have been developed over two decades of effort that have incorporated stated and revealed driver preference data. After conversion and incorporation of the toll diversion model’s features, the model was calibrated to actual performance on the SBX, then validated, and then adapted to estimate future traffic and revenue.

3.1 TRAVEL DEMAND MODEL

The objective of the travel demand modeling task was to develop a forecasting tool to estimate future demand for the South Bay Expressway. This approach seeks to utilize SANDAG’s existing activity-based model and integrate its estimates of future travel demand with a customized toll diversion model. Figure 3-1 provides an overview of the model structure.

Figure 3-1: Model Structure of Toll Diversion Model with SANDAG’s ABM
3.1.1 Model Structure and Development

SANDAG’s travel demand model has recently moved to an activity-based model (ABM), no longer using the four-step transportation model. ABMs simulate individual and household transportation travel decisions based on daily activities and itineraries. The latest SANDAG ABM version has been calibrated and validated for the base year (2012) and includes future horizon years 2020, 2025, 2030, 2035, 2040, 2045, and 2050. The SANDAG ABM implements a tour-based approach in the disaggregated level, but assigns aggregated trips by the 14 classifications below into the highway network for each time period (Early AM, AM Peak, Midday, PM Peak, and Evening).

1. Drive Alone Free
2. Drive Alone Toll
3. Shared Ride 2 Free
4. Shared Ride 2 HOV
5. Shared Ride 2 Toll
6. Shared Ride 3 Free
7. Shared Ride 3 HOV
8. Shared Ride 3 Toll
9. Light Heavy Duty Non-Toll Trucks
10. Medium Heavy Duty Non-Toll Trucks
11. Heavy Heavy Duty Non-Toll Trucks
12. Light Heavy Duty Toll Trucks
13. Medium Heavy Duty Toll Trucks
14. Heavy Heavy Duty Toll Trucks

The SANDAG ABM is mainly implemented in Java using the Content Management Framework (CMF), but both network skimming and assignment procedures are implemented in TransCAD GISDK that requires input data such as a highway network, O-D trip tables, turn penalties, and volume-delay functions in the TransCAD format. As part of toll diversion modeling efforts, Stantec converted these input data into the Cube format so that it could be utilized in Stantec’s customized toll diversion model.

3.1.1.1 Toll Diversion Model

The toll diversion model requires several key assumptions related to travelers’ preferences regarding toll choice. These assumptions include travelers’ willingness to pay as defined by their value of time, preferences for the method of payment via transponder (FasTrak) or cash/credit card, and the level of toll rates.

The toll diversion model is based on a process utilizing a logit-based route choice model embedded within an equilibrium traffic assignment routine. The process iteratively calculates the percentage of tolled trips for a given origin-destination interchange and can be stratified as
necessory. A similar approach has been applied successfully by Stantec on numerous projects in the southern California region. The structure of the toll diversion model is defined as follows:

\[
\text{Toll Share} = \frac{1}{1 + e^U}
\]

\[U = \text{Utility of Tolled Route}\]

\[= \alpha \times (\text{TimeTR} - \text{TimeFR}) + \beta \times \text{Cost} + \text{CTR} + \text{CETC}\]

\[
\text{TimeTR} = \text{Tolled route travel time (min)}
\]

\[
\text{TimeFR} = \text{Non-tolled route travel time (min)}
\]

\[
\text{Cost} = \text{Toll (dollars)}
\]

\[
\alpha = \text{Time Coefficient}
\]

\[
\beta = \text{Cost Coefficient}
\]

\[
\text{CTR} = \text{Constant for toll road bias}
\]

\[
\text{CETC} = \text{Constant for ETC bias}
\]

The model is stratified to accommodate two vehicle types: automobiles and trucks. For this traffic and revenue forecast, light duty trucks were considered as automobiles. As part of multiple studies over nearly two decades, Stantec has developed and refined toll diversion coefficients based on regional income data and revealed preference data on the existing toll roads in the southern California region. Based on 2015 median household incomes in San Diego County, Stantec developed an automobile value of time of $17.95 per hour; the truck value of time of $48.63 was independently developed. As part of the model calibration effort, Stantec also added a 2.6 minute toll road bias term for automobiles to the toll diversion model. This toll road bias is a penalty that discourages the use of toll roads.

To accommodate toll payment types, each of the vehicle types is further stratified by three toll payment methods: electronic toll collection (ETC), cash/credit card, and pay by video. Stratification by toll payment type is applied during highway assignment and is dynamically altered for each origin-destination pair as the availability of different payment methods is determined.

### 3.2 MODEL CALIBRATION

The existing data discussed in the Existing Conditions chapter was used to calibrate Stantec’s travel demand model. Stantec adopted the estimation results from the SANDAG ABM that had been developed through the model calibration/validation process. First, base year (2016) O-D trip tables were interpolated from the ABM’s 2012 and 2020 O-D trip tables. Base year trip tables were converted from the TransCAD format to the Cube format. The highway network was also converted to the Cube format after link attributes such as capacity, speed, free-flow time, and number of lanes were reviewed and updated using the field data collected in the base year (2016). Next the network diagnostic process, developed by Stantec, was implemented to refine highway network components and connectivity in the SBX corridor study area. Stantec then added the I-805 HOV facility and SR-11 partial extension to reflect the project improvements up
to the base year (2016) of this traffic and revenue study. Turn prohibitions were also constructed using the original SANDAG ABM data in addition to the missed turn prohibitions in the SBX interchanges to prevent illogical movements.

The Origin-Destination Matrix Estimation (ODME) process was conducted to replicate existing traffic patterns as part of model calibration efforts. These traffic patterns included observed traffic counts in the project area and observed toll O-D transactions in the SBX corridor. The ODME process was useful to accomplish a model validation along with the enhanced highway network in the updated base year for this project. It also prompted a further investigation into the vehicular movements on congested roadways and near major traffic generators (e.g., shopping malls) that had significant traffic activity. The surveyed travel time and speed data were utilized to validate the traffic patterns of each major arterial in the study area. The toll diversion model was performed for each of the 5 time periods used in the ABM. The time period definitions are shown in Table 3-1.

Table 3-1: SANDAG’s ABM Time Period Definitions

<table>
<thead>
<tr>
<th>Period</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Early morning (EA)</td>
<td>3:00 AM</td>
<td>6:00 AM</td>
</tr>
<tr>
<td>Morning (AM)</td>
<td>6:00 AM</td>
<td>9:00 AM</td>
</tr>
<tr>
<td>Mid-day (MD)</td>
<td>9:00 AM</td>
<td>3:30 PM</td>
</tr>
<tr>
<td>Afternoon (PM)</td>
<td>3:30 PM</td>
<td>7:00 PM</td>
</tr>
<tr>
<td>Evening (EV)</td>
<td>7:00 PM</td>
<td>3:00 AM</td>
</tr>
</tbody>
</table>

Stantec reviewed model performance measures such as percent root-mean-square error (RMSE), vehicles miles traveled (VMT), and congested speeds by comparing observed data to estimated values to confirm reasonable calibration results. The aggregated percent RMSE was within 11 percent for all facility types and the aggregated percent difference for freeways and prime arterials was within 4 percent. Major arterials had an aggregated percent difference over 7 percent. This high percent difference could be due to the low number of major arterial count locations and the low volumes at those locations. Table 3-2 shows the daily volumes and percent RMSE calibration results aggregated by facility type. The daily VMT comparison has similar results to the volumes comparison with aggregated percent differences of 1.8 percent, 3.7 percent, and 7.2 percent for freeways, prime arterials, and major arterials, respectively. Table 3-3 shows the daily VMT calibration results aggregated by facility type. The aggregate VMT, percent difference, and percent RMSE results are within industry standards as outlined in the FHWA’s Travel Model Validation and Reasonableness Checking Manual, Second Edition.
Table 3-2: Aggregated Daily Volume and Percent RMSE Calibration Results

<table>
<thead>
<tr>
<th>Facility Type</th>
<th>Locations</th>
<th>Observed</th>
<th>Estimated</th>
<th>Diff</th>
<th>Diff%</th>
<th>RMSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Freeway</td>
<td>36</td>
<td>1,293,646</td>
<td>1,298,006</td>
<td>4,360</td>
<td>0.3%</td>
<td>9.9%</td>
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<tr>
<td>Prime Arterial</td>
<td>10</td>
<td>161,882</td>
<td>167,512</td>
<td>5,630</td>
<td>3.5%</td>
<td>10.7%</td>
</tr>
<tr>
<td>Major Arterial</td>
<td>2</td>
<td>13,973</td>
<td>14,980</td>
<td>1,007</td>
<td>7.2%</td>
<td>9.1%</td>
</tr>
<tr>
<td>Total</td>
<td>48</td>
<td>1,469,501</td>
<td>1,480,499</td>
<td>10,998</td>
<td>0.7%</td>
<td>10.4%</td>
</tr>
</tbody>
</table>

Table 3-3: Aggregated Daily VMT Calibration Results

<table>
<thead>
<tr>
<th>Facility Type</th>
<th>Observed</th>
<th>Estimated</th>
<th>Diff</th>
<th>Diff%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Freeway</td>
<td>632,628</td>
<td>643,728</td>
<td>11,100</td>
<td>1.8%</td>
</tr>
<tr>
<td>Prime Arterial</td>
<td>63,545</td>
<td>65,880</td>
<td>2,334</td>
<td>3.7%</td>
</tr>
<tr>
<td>Major Arterial</td>
<td>4,123</td>
<td>4,421</td>
<td>297</td>
<td>7.2%</td>
</tr>
<tr>
<td>Total</td>
<td>700,296</td>
<td>714,028</td>
<td>13,732</td>
<td>2.0%</td>
</tr>
</tbody>
</table>

Freeway speeds were calibrated well in the model, with a maximum aggregated difference of 4 mph for all time periods compared to INRIX speeds. This is imperative as I-5 and I-805 serve as the most direct competitors to the SBX. The model overestimated speeds significantly for other facility types; the maximum aggregated difference was 13 mph on arterials and 18 mph on collectors. The overestimation in arterial speeds has a marginal impact on the traffic and revenue results as no arterial directly competes with the SBX’s northern or southern segment. Over 90 percent of SBX trips are ineligible to use competing arterials because they use the northern and/or southern segment. For trips that can use arterials instead of the SBX, overestimating arterial speeds encourages vehicles to use arterials instead of the SBX, thereby supporting a conservative traffic and revenue forecast. Additionally, Stantec compared INRIX speeds to travel time speeds during a previous study and found that INRIX underestimated arterial speeds by an average 8 mph, potentially due to turning movement delays. If a similar underestimation occurred in the San Diego area, the aggregated arterial estimates would be more closely aligned to the model results. Table 3-4 shows the aggregated speed results.

Table 3-4: Aggregated Speed Calibration Results

<table>
<thead>
<tr>
<th>Facility Type</th>
<th>Early AM OBS</th>
<th>AM Peak OBS</th>
<th>Mid-day OBS</th>
<th>PM Peak OBS</th>
<th>Evening OBS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>EST</td>
<td>EST</td>
<td>EST</td>
<td>EST</td>
<td>EST</td>
</tr>
<tr>
<td>Freeway</td>
<td>60</td>
<td>64</td>
<td>55</td>
<td>59</td>
<td>60</td>
</tr>
<tr>
<td>Prime Arterial</td>
<td>45</td>
<td>50</td>
<td>38</td>
<td>46</td>
<td>43</td>
</tr>
<tr>
<td>Major Arterial</td>
<td>33</td>
<td>42</td>
<td>28</td>
<td>38</td>
<td>31</td>
</tr>
<tr>
<td>Collector</td>
<td>26</td>
<td>42</td>
<td>22</td>
<td>37</td>
<td>26</td>
</tr>
<tr>
<td>Combined</td>
<td>49</td>
<td>56</td>
<td>43</td>
<td>52</td>
<td>44</td>
</tr>
</tbody>
</table>

Evening
3.2.1 SBX Calibration

During the average weekday, the calibrated model overestimated transactions on the SBX by about 3 percent (1,540 transactions). This is an adequate estimate of existing conditions since the uncalibrated model underestimated traffic by about 28 percent (over 24,000 transactions). The increase in estimated transactions from the uncalibrated to the calibrated model were due to the ODME process and were carried into future model years. The calibrated model’s estimates were within 2 percent of observed transactions for all time periods except for the AM period, when the model overestimated transactions by 9 percent. Table 3-5 shows the 2016 average weekday observed transactions on the South Bay Expressway compared to estimates from Stantec’s travel demand model.

Table 3-5: 2016 Observed vs. Estimated Transactions on the SBX

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Observed</th>
<th>Estimated</th>
<th>Difference</th>
<th>% Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>EA</td>
<td>2,285</td>
<td>2,241</td>
<td>-44</td>
<td>-2%</td>
</tr>
<tr>
<td>AM</td>
<td>12,184</td>
<td>13,295</td>
<td>1,111</td>
<td>9%</td>
</tr>
<tr>
<td>MD</td>
<td>15,618</td>
<td>15,880</td>
<td>262</td>
<td>2%</td>
</tr>
<tr>
<td>PM</td>
<td>13,175</td>
<td>13,482</td>
<td>307</td>
<td>2%</td>
</tr>
<tr>
<td>EV</td>
<td>6,840</td>
<td>6,744</td>
<td>-96</td>
<td>-1%</td>
</tr>
<tr>
<td><strong>DAILY</strong></td>
<td><strong>50,102</strong></td>
<td><strong>51,642</strong></td>
<td><strong>1,540</strong></td>
<td><strong>3%</strong></td>
</tr>
</tbody>
</table>

Calibration results by tolled segments on the SBX were also satisfactory. All but one of the twelve daily SBX segment volumes were estimated within 5 percent of observed volumes. The SBX northbound daily volume between East H Street and Otay Lakes Road was overestimated by 11 percent. This overestimation is an isolated problem as the daily volumes on adjacent segments were underestimated. The percent RMSE for daily volumes on all segments is 5 percent. Table 3-6 shows the SBX daily calibration results by segment.
During the average weekday, the model overestimated revenue on the SBX by about 2 percent ($1,800). The model’s estimates were within 5 percent of observed revenue for all time periods except for the AM period, when the model overestimated revenue by 7 percent. Table 3-7 shows the 2016 average weekday observed revenue on the South Bay Expressway compared to estimates from Stantec’s travel demand model.

Table 3-7: 2016 Observed vs. Estimated Revenue on the SBX

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Observed</th>
<th>Estimated</th>
<th>Difference</th>
<th>% Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>EA</td>
<td>$4,390</td>
<td>$4,605</td>
<td>$215</td>
<td>5%</td>
</tr>
<tr>
<td>AM</td>
<td>$22,389</td>
<td>$23,912</td>
<td>$1,523</td>
<td>7%</td>
</tr>
<tr>
<td>MD</td>
<td>$30,557</td>
<td>$30,137</td>
<td>-$420</td>
<td>-1%</td>
</tr>
<tr>
<td>PM</td>
<td>$25,105</td>
<td>$25,924</td>
<td>$819</td>
<td>3%</td>
</tr>
<tr>
<td>EV</td>
<td>$13,356</td>
<td>$13,021</td>
<td>-$335</td>
<td>-3%</td>
</tr>
<tr>
<td>DAILY</td>
<td>$95,797</td>
<td>$97,599</td>
<td>$1,802</td>
<td>2%</td>
</tr>
</tbody>
</table>

During the average weekday, the model was within 2 cents (about 1 percent) of the observed average toll rate on the SBX. The model’s estimates were within 3 percent of observed toll rates for all time periods except for the early AM period, when the model overestimated toll rates by 7 percent. Table 3-8 shows the 2016 average weekday observed toll rates on the South Bay Expressway compared to estimates from Stantec’s travel demand model.
3.2.1.1 Origin-Destination Calibration Results

Overall, the calibration results for the SBX origin-destination movements were satisfactory. Results for movements using SR-54 were particularly important since it is the start or endpoint for over 75 percent of transactions. The number of estimated trips originating from SR-54 was only 2 percent higher than the observed trips, while estimated trips destined for SR-54 were 1 percent lower than observed trips. Some short trips were not as well calibrated, however. Trips originating from Olympic Parkway or Otay Lakes Road and destined for East H Street were overestimated by over 200 percent, or 2,278 vehicles. By comparison, the transactions for the entire roadway were overestimated by only 1,542 vehicles. Although these movements were not well-calibrated, they have little impact on the SBX's overall calibration results. The estimated average weekday traffic and revenue for these trips were 3,337 vehicles and $1,983, constituting less than 7 percent of the SBX's traffic and 3 percent of the SBX's revenue. Regardless, Stantec post-processed future model results to account for the overstatement of short trips on the SBX. Table 3-9 and Table 3-10 show the 2016 observed and estimated trips on the SBX, respectively.

Table 3-9: Observed 2016 SBX trips

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Observed</th>
<th>Estimated</th>
<th>Difference</th>
<th>% Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>EA</td>
<td>$1.92</td>
<td>$2.05</td>
<td>$0.13</td>
<td>7%</td>
</tr>
<tr>
<td>AM</td>
<td>$1.84</td>
<td>$1.80</td>
<td>-$0.04</td>
<td>-2%</td>
</tr>
<tr>
<td>MD</td>
<td>$1.96</td>
<td>$1.90</td>
<td>-$0.06</td>
<td>-3%</td>
</tr>
<tr>
<td>PM</td>
<td>$1.91</td>
<td>$1.92</td>
<td>$0.02</td>
<td>1%</td>
</tr>
<tr>
<td>EV</td>
<td>$1.95</td>
<td>$1.93</td>
<td>-$0.02</td>
<td>-1%</td>
</tr>
<tr>
<td>DAILY</td>
<td>$1.91</td>
<td>$1.89</td>
<td>-$0.02</td>
<td>-1%</td>
</tr>
</tbody>
</table>
Table 3-10: Estimated 2016 SBX trips

<table>
<thead>
<tr>
<th></th>
<th>SR54</th>
<th>San Miguel Ranch</th>
<th>East H Street</th>
<th>Otay Lakes</th>
<th>Olympic Pkwy</th>
<th>Birch</th>
<th>Otay Mesa</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Miguel Ranch</td>
<td>1,826</td>
<td>1,372</td>
<td>4,684</td>
<td>5,153</td>
<td>3,114</td>
<td>2,280</td>
<td>1,503</td>
<td>18,307</td>
</tr>
<tr>
<td>East H Street</td>
<td>4,936</td>
<td>4,295</td>
<td>426</td>
<td>240</td>
<td>402</td>
<td>587</td>
<td>6,595</td>
<td></td>
</tr>
<tr>
<td>Otay Lakes</td>
<td>5,791</td>
<td>2,295</td>
<td>89</td>
<td>215</td>
<td>1,078</td>
<td>1,078</td>
<td>5,466</td>
<td></td>
</tr>
<tr>
<td>Olympic Pkwy</td>
<td>3,262</td>
<td>1,041</td>
<td>268</td>
<td>111</td>
<td>1,015</td>
<td>1,015</td>
<td>5,697</td>
<td></td>
</tr>
<tr>
<td>Birch</td>
<td>2,421</td>
<td>314</td>
<td>232</td>
<td>198</td>
<td>1,301</td>
<td>1,301</td>
<td>4,441</td>
<td></td>
</tr>
<tr>
<td>Otay Mesa</td>
<td>1,384</td>
<td>512</td>
<td>1,007</td>
<td>856</td>
<td>1,530</td>
<td>1,530</td>
<td>5,291</td>
<td></td>
</tr>
</tbody>
</table>

|                |       | 19,621           | 8,846         | 7,079      | 4,499        | 4,538 | 5,489     | 51,643|

3.2.2 Screenline Calibration

Screenline calibration was performed to ensure that the aggregate demand replicated the observed traffic. A series of screenlines was developed that include the SBX and roadways within and around the project corridor. Daily total screenline estimated volumes were within 4 percent of observed daily volumes. The percent RMSE for all screenline counts was 6 percent. These results are well within acceptable tolerances for each screenline and for the screenlines as a whole. Figure 3-2 shows the locations of the screenlines. Table 3-13 shows the daily volume screenline results from the SBX calibration.
Figure 3-2: Screenlines in the SBX Study Area

Table 3-13: SBX Screenline Calibration results

<table>
<thead>
<tr>
<th>Description</th>
<th>Daily Total</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Observed</td>
<td>Estimated</td>
<td>Diff</td>
<td>Diff%</td>
</tr>
<tr>
<td>North of Border NB Screenline Total</td>
<td>78,988</td>
<td>76,768</td>
<td>-2,220</td>
<td>-3%</td>
</tr>
<tr>
<td>North of Border SB Screenline Total</td>
<td>69,663</td>
<td>67,681</td>
<td>-1,982</td>
<td>-3%</td>
</tr>
<tr>
<td>Otay Mainline Plaza NB Screenline Total</td>
<td>135,893</td>
<td>130,889</td>
<td>-5,004</td>
<td>-4%</td>
</tr>
<tr>
<td>Otay Mainline Plaza SB Screenline Total</td>
<td>112,683</td>
<td>110,069</td>
<td>-2,614</td>
<td>-2%</td>
</tr>
<tr>
<td>South of SR-54 NB Screenline Total</td>
<td>222,753</td>
<td>231,918</td>
<td>9,165</td>
<td>4%</td>
</tr>
<tr>
<td>South of SR-54 SB Screenline Total</td>
<td>231,361</td>
<td>232,705</td>
<td>1,344</td>
<td>1%</td>
</tr>
<tr>
<td>East-West EB Screenline Total</td>
<td>155,570</td>
<td>162,098</td>
<td>6,528</td>
<td>4%</td>
</tr>
<tr>
<td>East-West WB Screenline Total</td>
<td>169,240</td>
<td>169,346</td>
<td>107</td>
<td>0%</td>
</tr>
</tbody>
</table>

RMSE: 6%
4.0 TRAFFIC AND REVENUE FORECAST

The South Bay Expressway (SBX) annual traffic and revenue forecast was based on the toll diversion model’s forecast of weekday traffic, post processed, and then annualized based on historical SBX data. In all cases, “revenue” is defined as gross potential revenue, and does not include any deduction for non-toll payment due to violators. The 2025, 2035, and 2050 model years were the principal years modeled. The traffic and revenue results for intermediate years were interpolated based on model results and interchange improvements to the SBX. This chapter presents the traffic and revenue forecasts and discusses the principal assumptions affecting them.

4.1 FORECAST ASSUMPTIONS

4.1.1 SBX Improvements

The characteristics of the SBX (lane configuration, facility type, lane widths, etc.) are assumed to remain the same for the forecast’s life. The forecast also assumes the following interchange improvements along the South Bay Expressway:

- The SBX interchange with SR-11 and SR-905 is completed by 2022.
- The SBX six-ramp partial cloverleaf interchange with Otay Valley is completed in 2035.
- The half-diamond interchange with Lone Star is completed in 2037. The interchange will have a northbound on ramp and a southbound off ramp.

4.1.2 Regional Network Improvements

The forecast assumes that revenue constrained projects will be constructed as outlined in Appendix A of SANDAG’s 2050 Regional Transportation Plan (RTP). Stantec checked SANDAG’s ABM model to ensure that it contained all revenue constrained projects that could impact the SBX’s traffic and revenue stream. Most projects listed in the RTP were represented in the ABM correctly. Stantec made the following changes to the model to follow the RTP more accurately:

- Compress SR-52 HOV lanes between I-15 and SR-125 in 2050 from either 2 or 9 lanes per direction to 1 lane per direction.
- Widen SR-125 from 4 to 5 lanes per direction between SR-94 and I-8 by 2050.
- Compress SR-52 between Mast Boulevard and SR-125 from 3 lanes per direction to 2 lanes per direction in 2025 and 2030.
- Compress SR-94 between Jamacha Boulevard and Steele Canyon Road from 3 lanes per direction to 2 lanes per direction.

4.1.3 Toll Policy

For the life of the forecast, it is assumed that toll rates on the SBX will not change and vehicles with three or more axles will continue to pay two times the 2-axle toll rate. Stantec interpolated toll rates for future movements involving new interchanges based on existing tolls. Table 4-1 and Table...
Traffic and Revenue Forecast
August 11, 2017

4-2 show the FasTrak and cash/credit card toll rates, respectively, for all future origin-destination movements on the SBX.

**Table 4-1: FasTrak toll rates on the SBX for future origin-destination movements**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SR-54</td>
<td>$1.55</td>
<td>$1.70</td>
<td>$1.70</td>
<td>$1.70</td>
<td>$1.70</td>
<td>$2.05</td>
<td>$2.40</td>
<td>$2.75</td>
<td></td>
</tr>
<tr>
<td>San Miguel Ranch Rd.</td>
<td>$1.55</td>
<td>$0.80</td>
<td>$0.80</td>
<td>$0.80</td>
<td>$0.80</td>
<td>$1.25</td>
<td>$1.75</td>
<td>$2.20</td>
<td></td>
</tr>
<tr>
<td>East H St.</td>
<td>$1.70</td>
<td>$0.80</td>
<td>$0.50</td>
<td>$0.50</td>
<td>$0.50</td>
<td>$1.00</td>
<td>$1.50</td>
<td>$2.00</td>
<td></td>
</tr>
<tr>
<td>Otay Lakes Rd.</td>
<td>$1.70</td>
<td>$0.80</td>
<td>$0.50</td>
<td>$0.50</td>
<td>$0.50</td>
<td>$1.00</td>
<td>$1.45</td>
<td>$1.95</td>
<td></td>
</tr>
<tr>
<td>Olympic Pkwy.</td>
<td>$1.70</td>
<td>$0.80</td>
<td>$0.50</td>
<td>$0.50</td>
<td>$0.50</td>
<td>$1.00</td>
<td>$1.45</td>
<td>$1.95</td>
<td></td>
</tr>
<tr>
<td>Birch Rd.</td>
<td>$1.70</td>
<td>$0.80</td>
<td>$0.50</td>
<td>$0.50</td>
<td>$0.50</td>
<td>$1.00</td>
<td>$1.45</td>
<td>$1.95</td>
<td></td>
</tr>
<tr>
<td>Otay Valley</td>
<td>$2.05</td>
<td>$1.25</td>
<td>$1.00</td>
<td>$1.00</td>
<td>$1.00</td>
<td>$1.00</td>
<td>$1.00</td>
<td>$1.50</td>
<td></td>
</tr>
<tr>
<td>Lone Star</td>
<td>$2.40</td>
<td>$1.75</td>
<td>$1.50</td>
<td>$1.45</td>
<td>$1.45</td>
<td>$1.00</td>
<td>$1.50</td>
<td>$0.50</td>
<td></td>
</tr>
<tr>
<td>Otay Mesa Rd.</td>
<td>$2.75</td>
<td>$2.20</td>
<td>$2.00</td>
<td>$1.95</td>
<td>$1.95</td>
<td>$1.50</td>
<td>$0.50</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Table 4-2: Cash/credit card toll rates on the SBX for future origin-destination movements**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SR-54</td>
<td>$2.00</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$3.50</td>
<td></td>
</tr>
<tr>
<td>San Miguel Ranch Rd.</td>
<td>$2.00</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$3.50</td>
<td></td>
</tr>
<tr>
<td>East H St.</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$3.50</td>
<td></td>
</tr>
<tr>
<td>Otay Lakes Rd.</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$3.50</td>
<td></td>
</tr>
<tr>
<td>Olympic Pkwy.</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$3.50</td>
<td></td>
</tr>
<tr>
<td>Birch Rd.</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$3.50</td>
<td></td>
</tr>
<tr>
<td>Otay Valley</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$3.50</td>
<td></td>
</tr>
<tr>
<td>Lone Star</td>
<td>$3.50</td>
<td>$3.50</td>
<td>$3.50</td>
<td>$3.50</td>
<td>$3.50</td>
<td>$3.50</td>
<td>$3.50</td>
<td>$3.50</td>
<td></td>
</tr>
<tr>
<td>Otay Mesa Rd.</td>
<td>$3.50</td>
<td>$3.50</td>
<td>$3.50</td>
<td>$3.50</td>
<td>$3.50</td>
<td>$3.50</td>
<td>$3.50</td>
<td>$3.50</td>
<td></td>
</tr>
</tbody>
</table>

**4.1.4 Annualization Factors**

Annualization is the process of expansion from a weekday forecast of transactions and revenue to annual figures. This expansion process considers the differences in traffic levels and congestion between weekdays and weekends. Stantec’s travel demand model was calibrated to an average weekday. SANDAG provided Stantec with daily traffic and revenue data on the SBX during October 2016 and March 2017. From these data, Stantec determined that the average weekend day on the SBX has about 63 percent of the transactions that occur on an average weekday. Stantec also determined that the average weekend day on the SBX brings in about 65 percent of the revenue of an average weekday. The resulting annualization factors to calculate annual traffic and revenue from average weekday traffic and revenue are 325 and 330, respectively. These factors were used for the life of the forecast and are shown in Table 4-3.
4.1.5 Socioeconomic Factors

The forecast relies on the accuracy of SANDAG’s ABM socioeconomic forecast.

4.2 SBX FORECAST

Following the modeling procedures described above, Stantec prepared traffic and revenue forecasts through 2043. During that time, Stantec forecasts that the SBX will have over 686 million transactions between fiscal years 2017 and 2043 and receive over $1.2 billion in toll revenue during that time. These forecasts were based on toll diversion model results from 2025, 2035, and 2050 with traffic and revenue for intermediate years interpolated.

4.2.1 Future Model Results

About 67,100 average weekday transactions are forecasted in 2025, representing a 3.3 percent CAGR from 2016 when 50,100 weekday transactions are observed. During this time, short distance trips grew by 85 percent while trips to/from SR-54 and/or Otay Mesa (long distance trips) grew by only 29 percent. About 88,400 average weekday transactions are forecasted in 2035, representing a 2.8 percent CAGR from 2025. Long distance trips grow by 28 percent from 2025, while short distance trips grow by 59 percent over the same period. The strong short distance trip growth compared to long distance trip growth is consistent with the robust employment growth forecasted in Otay Ranch.

About 136,900 average weekday transactions are forecasted in 2050, representing a 3.0 percent CAGR from 2035. During this time, short distance trips decreased by about 12 percent while long distance trips grow by 67 percent. Trips going to or coming from the Otay Mesa neighborhood grow the most, with transactions for this region almost tripling between 2035 and 2050. The significant increase in Otay Mesa trips is consistent with the projected employment growth due to Otay Mesa being an enhanced infrastructure financing district. Table 4-4, Table 4-5, and Table 4-6 show the forecasted SBX transactions for 2025, 2035, and 2050, respectively.

Table 4-4: Annualization Factors for the SBX Traffic and Revenue Forecast

<table>
<thead>
<tr>
<th></th>
<th>2025</th>
<th>2035</th>
<th>2050</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transactions</td>
<td>325</td>
<td>325</td>
<td>325</td>
</tr>
<tr>
<td>Revenue</td>
<td>330</td>
<td>330</td>
<td>330</td>
</tr>
</tbody>
</table>

Table 4-3: Forecasted 2025 SBX transactions

<table>
<thead>
<tr>
<th>SBX</th>
<th>San Miguel Ranch</th>
<th>East H Street</th>
<th>Otay Lakes</th>
<th>Olympic Pkwy</th>
<th>Birch</th>
<th>Otay Mesa</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Miguel Ranch</td>
<td>1,699</td>
<td>5,083</td>
<td>5,808</td>
<td>4,710</td>
<td>3,716</td>
<td>2,153</td>
<td>23,169</td>
</tr>
<tr>
<td>East H Street</td>
<td>5,587</td>
<td>926</td>
<td>653</td>
<td>761</td>
<td>550</td>
<td>1,975</td>
<td>8,479</td>
</tr>
<tr>
<td>Otay Lakes</td>
<td>6,552</td>
<td>1,442</td>
<td>443</td>
<td>373</td>
<td>1,486</td>
<td>1,486</td>
<td>10,297</td>
</tr>
<tr>
<td>Olympic Pkwy</td>
<td>5,269</td>
<td>676</td>
<td>1,383</td>
<td>228</td>
<td>859</td>
<td>1,486</td>
<td>8,415</td>
</tr>
<tr>
<td>Birch</td>
<td>4,451</td>
<td>624</td>
<td>428</td>
<td>635</td>
<td>2,353</td>
<td>8,520</td>
<td>8,520</td>
</tr>
<tr>
<td>Otay Mesa</td>
<td>2,038</td>
<td>387</td>
<td>1,114</td>
<td>711</td>
<td>2,258</td>
<td>6,508</td>
<td>6,508</td>
</tr>
<tr>
<td>Total</td>
<td>25,571</td>
<td>1,699</td>
<td>8,212</td>
<td>9,660</td>
<td>7,153</td>
<td>7,336</td>
<td>7,431</td>
</tr>
</tbody>
</table>
Traffic and Revenue Forecast
August 11, 2017

Table 4-5: Forecasted 2035 SBX transactions

<table>
<thead>
<tr>
<th>Location</th>
<th>2016</th>
<th>2025</th>
<th>2035</th>
<th>2050</th>
<th>2016-2025</th>
<th>2025-2035</th>
<th>2035-2050</th>
<th>Percent of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Miguel Ranch</td>
<td>1,904</td>
<td>1,975</td>
<td>2,340</td>
<td>2,182</td>
<td>0.4%</td>
<td>1.7%</td>
<td>-0.5%</td>
<td>7%</td>
</tr>
<tr>
<td>East H Street</td>
<td>4,601</td>
<td>5,587</td>
<td>7,103</td>
<td>7,129</td>
<td>2.2%</td>
<td>2.4%</td>
<td>0.0%</td>
<td>17%</td>
</tr>
<tr>
<td>Otay Lakes</td>
<td>6,219</td>
<td>7,994</td>
<td>10,183</td>
<td>10,205</td>
<td>2.8%</td>
<td>2.4%</td>
<td>0.0%</td>
<td>15%</td>
</tr>
<tr>
<td>Olympic Pkwy</td>
<td>5,195</td>
<td>7,328</td>
<td>11,434</td>
<td>11,434</td>
<td>3.9%</td>
<td>2.4%</td>
<td>1.4%</td>
<td>20%</td>
</tr>
<tr>
<td>Birch</td>
<td>3,180</td>
<td>5,838</td>
<td>6,767</td>
<td>9,425</td>
<td>7.0%</td>
<td>1.5%</td>
<td>2.1%</td>
<td>12%</td>
</tr>
<tr>
<td>Otay Valley</td>
<td>1,321</td>
<td>1,754</td>
<td>1,754</td>
<td>1,754</td>
<td>1.9%</td>
<td>1.9%</td>
<td>1.9%</td>
<td>3%</td>
</tr>
<tr>
<td>Lone Star</td>
<td>12,550</td>
<td></td>
<td></td>
<td></td>
<td>18%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Otay Mesa</td>
<td>5,226</td>
<td>6,308</td>
<td>9,946</td>
<td>16,437</td>
<td>2.5%</td>
<td>4.3%</td>
<td>3.4%</td>
<td>20%</td>
</tr>
<tr>
<td>Total</td>
<td>26,324</td>
<td>35,230</td>
<td>46,966</td>
<td>70,937</td>
<td>3.3%</td>
<td>2.9%</td>
<td>2.8%</td>
<td>100%</td>
</tr>
</tbody>
</table>

Table 4-6: Forecasted 2050 SBX transactions

<table>
<thead>
<tr>
<th>Location</th>
<th>2016</th>
<th>2025</th>
<th>2035</th>
<th>2050</th>
<th>2016-2025</th>
<th>2025-2035</th>
<th>2035-2050</th>
<th>Percent of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Miguel Ranch</td>
<td>1,904</td>
<td>1,975</td>
<td>2,340</td>
<td>2,182</td>
<td>0.4%</td>
<td>1.7%</td>
<td>-0.5%</td>
<td>7%</td>
</tr>
<tr>
<td>East H Street</td>
<td>4,601</td>
<td>5,587</td>
<td>7,103</td>
<td>7,129</td>
<td>2.2%</td>
<td>2.4%</td>
<td>0.0%</td>
<td>17%</td>
</tr>
<tr>
<td>Otay Lakes</td>
<td>6,219</td>
<td>7,994</td>
<td>10,183</td>
<td>10,205</td>
<td>2.8%</td>
<td>2.4%</td>
<td>0.0%</td>
<td>15%</td>
</tr>
<tr>
<td>Olympic Pkwy</td>
<td>5,195</td>
<td>7,328</td>
<td>11,434</td>
<td>11,434</td>
<td>3.9%</td>
<td>2.4%</td>
<td>1.4%</td>
<td>20%</td>
</tr>
<tr>
<td>Birch</td>
<td>3,180</td>
<td>5,838</td>
<td>6,767</td>
<td>9,425</td>
<td>7.0%</td>
<td>1.5%</td>
<td>2.1%</td>
<td>12%</td>
</tr>
<tr>
<td>Otay Valley</td>
<td>1,321</td>
<td>1,754</td>
<td>1,754</td>
<td>1,754</td>
<td>1.9%</td>
<td>1.9%</td>
<td>1.9%</td>
<td>3%</td>
</tr>
<tr>
<td>Lone Star</td>
<td>12,550</td>
<td></td>
<td></td>
<td></td>
<td>18%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Otay Mesa</td>
<td>5,226</td>
<td>6,308</td>
<td>9,946</td>
<td>16,437</td>
<td>2.5%</td>
<td>4.3%</td>
<td>3.4%</td>
<td>20%</td>
</tr>
<tr>
<td>Total</td>
<td>26,324</td>
<td>35,230</td>
<td>46,966</td>
<td>70,937</td>
<td>3.3%</td>
<td>2.9%</td>
<td>2.8%</td>
<td>100%</td>
</tr>
</tbody>
</table>

4.2.1.1 Northbound SBX Origins and Destinations

The most popular origin for the SBX northbound in 2016 was Otay Lakes, which contributes 24 percent of trips to the corridor. By 2050, however, Otay Lake contributes only 14 percent of northbound trips. On the opposite side of the spectrum, Lone Star contributes 18 percent of northbound trips by 2050 even though it is not opened until 2037. This is due to increased traffic from the Otay Mesa neighborhood where Lone Star will be located. From 2035 to 2050, the combined northbound traffic from Otay Mesa and Lone Star grows at a CAGR of 7.4 percent which is more twice the growth rate of all northbound traffic. Table 4-7 shows the forecasted transactions, CAGR, and percent of traffic on northbound SBX origins from 2016 through 2050.

Table 4-7: Forecasted changes to northbound SBX origins

<table>
<thead>
<tr>
<th>Location</th>
<th>2016</th>
<th>2025</th>
<th>2035</th>
<th>2050</th>
<th>2016-2025</th>
<th>2025-2035</th>
<th>2035-2050</th>
<th>Percent of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Miguel Ranch</td>
<td>1,904</td>
<td>1,975</td>
<td>2,340</td>
<td>2,182</td>
<td>0.4%</td>
<td>1.7%</td>
<td>-0.5%</td>
<td>7%</td>
</tr>
<tr>
<td>East H Street</td>
<td>4,601</td>
<td>5,587</td>
<td>7,103</td>
<td>7,129</td>
<td>2.2%</td>
<td>2.4%</td>
<td>0.0%</td>
<td>17%</td>
</tr>
<tr>
<td>Otay Lakes</td>
<td>6,219</td>
<td>7,994</td>
<td>10,183</td>
<td>10,205</td>
<td>2.8%</td>
<td>2.4%</td>
<td>0.0%</td>
<td>15%</td>
</tr>
<tr>
<td>Olympic Pkwy</td>
<td>5,195</td>
<td>7,328</td>
<td>11,434</td>
<td>11,434</td>
<td>3.9%</td>
<td>2.4%</td>
<td>1.4%</td>
<td>20%</td>
</tr>
<tr>
<td>Birch</td>
<td>3,180</td>
<td>5,838</td>
<td>6,767</td>
<td>9,425</td>
<td>7.0%</td>
<td>1.5%</td>
<td>2.1%</td>
<td>12%</td>
</tr>
<tr>
<td>Otay Valley</td>
<td>1,321</td>
<td>1,754</td>
<td>1,754</td>
<td>1,754</td>
<td>1.9%</td>
<td>1.9%</td>
<td>1.9%</td>
<td>3%</td>
</tr>
<tr>
<td>Lone Star</td>
<td>12,550</td>
<td></td>
<td></td>
<td></td>
<td>18%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Otay Mesa</td>
<td>5,226</td>
<td>6,308</td>
<td>9,946</td>
<td>16,437</td>
<td>2.5%</td>
<td>4.3%</td>
<td>3.4%</td>
<td>20%</td>
</tr>
<tr>
<td>Total</td>
<td>26,324</td>
<td>35,230</td>
<td>46,966</td>
<td>70,937</td>
<td>3.3%</td>
<td>2.9%</td>
<td>2.8%</td>
<td>100%</td>
</tr>
</tbody>
</table>

The most popular destination on SBX northbound in 2016 was SR-54, where over 76 percent of trips exited to the freeway. By 2050, however, only 58 percent of all northbound traffic exited to SR-54. A combination of Birch Road and Otay Valley pick up SR-54’s share as their collective share grows from 6 percent in 2016 to 22 percent in 2050. From 2035 to 2050, each of these northbound exits grows by a CAGR of about 10 percent, more than triple the corridor’s CAGR. Table 4-8 shows the forecasted changes in northbound SBX destinations from 2016 through 2050.
Southbound SBX Origins and Destinations

The most popular origin on SBX southbound in 2016 was SR-54, where over 76 percent of trips entered from the freeway. By 2050, however, only 56 percent of all southbound traffic entered from SR-54. A combination of Birch Road and Otay Valley pick up SR-54’s share as their collective share grows from 5 percent in 2016 to 25 percent in 2050. From 2035 to 2050, each of these southbound entrances grows by a compound annual growth rate of least 8 percent, over 2.5 times greater than the corridor’s compound annual growth rate. Table 4-9 shows the forecasted changes in southbound SBX origins from 2016 through 2050.

Table 4-9: Forecasted changes to southbound SBX origins

<table>
<thead>
<tr>
<th></th>
<th>Transactions</th>
<th>CAGR</th>
<th>Percent of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>SR54</td>
<td>17,969</td>
<td>23,169</td>
<td>28,525</td>
</tr>
<tr>
<td>East H Street</td>
<td>1,806</td>
<td>2,890</td>
<td>4,631</td>
</tr>
<tr>
<td>Otay Lakes</td>
<td>1,541</td>
<td>2,303</td>
<td>3,102</td>
</tr>
<tr>
<td>Olympic Pkwy</td>
<td>1,269</td>
<td>1,087</td>
<td>1,304</td>
</tr>
<tr>
<td>Birch</td>
<td>1,911</td>
<td>2,383</td>
<td>1,065</td>
</tr>
<tr>
<td>Otay Valley</td>
<td>2,830</td>
<td>10,120</td>
<td>50,768</td>
</tr>
<tr>
<td>Total</td>
<td>23,776</td>
<td>31,832</td>
<td>41,457</td>
</tr>
</tbody>
</table>

The most popular destination for the SBX southbound in 2016 was Otay Lakes, which takes 23 percent of trips to the corridor. By 2050, however, Otay Lake takes only 13 percent of northbound trips. On the opposite side of the spectrum, Lone Star takes 20 percent of southbound trips by 2050 even though it does not open until 2037. This appears to be due to increased traffic to the Otay Mesa neighborhood where Lone Star will be located after 2037. From 2035 to 2050, the combined southbound traffic to Otay Mesa and Lone Star grows at a CAGR of 7.5 percent which is more than double the growth rate of all southbound traffic. Table 4-10 shows the forecasted changes in southbound SBX destinations from 2016 through 2050.
4.2.2 Traffic and Revenue Forecast

Annual transaction growth decelerates from its current annual growth of 9.7 percent in 2016 to 2.1 percent in 2022 when 19.23 million transactions are forecasted. Annual transaction growth accelerates between 2022 and 2025 to 4.1 percent when 21.32 million transactions are forecasted in 2025. The annual growth decreases to 2.8 percent by 2034. From 2034 to 2039, the annual transaction growth is forecasted to grow to 3.8 percent due to interchange openings at Otay Valley and Lone Star in 2035 and 2037, respectively. Annual growth then decelerates to 2.6 percent in 2043 when 36.81 million transactions are forecasted. Figure 4-1 shows the annual SBX transactions forecast.

Figure 4-1: SBX Annual Transactions Forecast

Annual revenue growth decelerates from its current annual growth of 7.2 percent in 2016 to 1.6 percent in 2022 when forecasted revenue is $36 million. Annual revenue growth accelerates between 2022 and 2025. An estimated $39.3 million in revenue is forecasted in 2025 following a
3.7 percent annual growth rate. The annual growth decreases to 2.4 by 2034. From 2034 to 2039, the annual revenue growth is forecasted to increase to 4.4 percent due to interchange openings at Otay Valley and Lone Star in 2035 and 2037, respectively. Annual growth then decelerates to 2.9 percent in 2043 when $65.8 million in revenue is forecasted. Figure 4-2 shows the annual SBX revenue forecast. Table 4-11 provides the SBX traffic and revenue forecast in tabular form.

Figure 4-2: SBX Annual Revenue Forecast
### Table 4-11: SBX Traffic and Revenue Forecast

<table>
<thead>
<tr>
<th>FY Year</th>
<th>Average Weekday Transactions</th>
<th>Annual Transactions</th>
<th>Transactions Annual Growth Rate</th>
<th>Average Toll Rate</th>
<th>Annual Revenue (Nominal $'s)</th>
<th>Revenue Annual Growth Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012</td>
<td>28,100</td>
<td>9,140,000</td>
<td>-</td>
<td>$2.71</td>
<td>$24,790,000</td>
<td>-</td>
</tr>
<tr>
<td>2013</td>
<td>35,000</td>
<td>11,360,000</td>
<td>24.3%</td>
<td>$2.00</td>
<td>$22,690,000</td>
<td>-9.3%</td>
</tr>
<tr>
<td>2014</td>
<td>40,600</td>
<td>13,190,000</td>
<td>16.1%</td>
<td>$1.97</td>
<td>$25,970,000</td>
<td>12.2%</td>
</tr>
<tr>
<td>2015</td>
<td>44,200</td>
<td>14,370,000</td>
<td>8.9%</td>
<td>$1.95</td>
<td>$28,010,000</td>
<td>5.3%</td>
</tr>
<tr>
<td>2016</td>
<td>48,500</td>
<td>15,770,000</td>
<td>9.7%</td>
<td>$1.94</td>
<td>$30,640,000</td>
<td>7.2%</td>
</tr>
<tr>
<td>2017</td>
<td>51,100</td>
<td>16,680,000</td>
<td>5.8%</td>
<td>$1.93</td>
<td>$32,180,000</td>
<td>4.9%</td>
</tr>
<tr>
<td>2018</td>
<td>53,200</td>
<td>17,370,000</td>
<td>4.1%</td>
<td>$1.91</td>
<td>$33,220,000</td>
<td>3.2%</td>
</tr>
<tr>
<td>2019</td>
<td>55,000</td>
<td>17,900,000</td>
<td>3.3%</td>
<td>$1.90</td>
<td>$34,090,000</td>
<td>2.6%</td>
</tr>
<tr>
<td>2020</td>
<td>56,500</td>
<td>18,420,000</td>
<td>2.6%</td>
<td>$1.89</td>
<td>$34,800,000</td>
<td>2.1%</td>
</tr>
<tr>
<td>2021</td>
<td>57,800</td>
<td>18,840,000</td>
<td>2.3%</td>
<td>$1.88</td>
<td>$35,430,000</td>
<td>1.8%</td>
</tr>
<tr>
<td>2022</td>
<td>58,900</td>
<td>19,230,000</td>
<td>2.1%</td>
<td>$1.87</td>
<td>$36,010,000</td>
<td>1.6%</td>
</tr>
<tr>
<td>2023</td>
<td>60,600</td>
<td>19,770,000</td>
<td>2.8%</td>
<td>$1.86</td>
<td>$36,810,000</td>
<td>2.2%</td>
</tr>
<tr>
<td>2024</td>
<td>62,800</td>
<td>20,490,000</td>
<td>3.6%</td>
<td>$1.85</td>
<td>$37,860,000</td>
<td>2.9%</td>
</tr>
<tr>
<td>2025</td>
<td>65,500</td>
<td>21,320,000</td>
<td>4.1%</td>
<td>$1.84</td>
<td>$39,260,000</td>
<td>3.7%</td>
</tr>
<tr>
<td>2026</td>
<td>68,000</td>
<td>22,090,000</td>
<td>3.6%</td>
<td>$1.84</td>
<td>$40,650,000</td>
<td>3.5%</td>
</tr>
<tr>
<td>2027</td>
<td>69,900</td>
<td>22,700,000</td>
<td>2.8%</td>
<td>$1.83</td>
<td>$41,630,000</td>
<td>2.4%</td>
</tr>
<tr>
<td>2028</td>
<td>71,800</td>
<td>23,330,000</td>
<td>2.8%</td>
<td>$1.83</td>
<td>$42,650,000</td>
<td>2.5%</td>
</tr>
<tr>
<td>2029</td>
<td>73,800</td>
<td>23,980,000</td>
<td>2.8%</td>
<td>$1.82</td>
<td>$43,690,000</td>
<td>2.4%</td>
</tr>
<tr>
<td>2030</td>
<td>75,800</td>
<td>24,640,000</td>
<td>2.8%</td>
<td>$1.82</td>
<td>$44,750,000</td>
<td>2.4%</td>
</tr>
<tr>
<td>2031</td>
<td>77,900</td>
<td>25,330,000</td>
<td>2.8%</td>
<td>$1.81</td>
<td>$45,850,000</td>
<td>2.5%</td>
</tr>
<tr>
<td>2032</td>
<td>80,100</td>
<td>26,030,000</td>
<td>2.8%</td>
<td>$1.80</td>
<td>$46,960,000</td>
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</tr>
<tr>
<td>2033</td>
<td>82,300</td>
<td>26,750,000</td>
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<tr>
<td>2035</td>
<td>87,300</td>
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<td>90,400</td>
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<td>32,670,000</td>
<td>3.8%</td>
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</tr>
<tr>
<td>2040</td>
<td>104,400</td>
<td>33,910,000</td>
<td>3.8%</td>
<td>$1.77</td>
<td>$59,960,000</td>
<td>4.4%</td>
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<tr>
<td>2041</td>
<td>107,700</td>
<td>34,990,000</td>
<td>3.2%</td>
<td>$1.78</td>
<td>$62,130,000</td>
<td>3.6%</td>
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<td>2042</td>
<td>110,400</td>
<td>35,890,000</td>
<td>2.6%</td>
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<td>113,200</td>
<td>36,810,000</td>
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<td>$65,750,000</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>750,130,000</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
<td><strong>$1.83</strong></td>
<td><strong>1,375,430,000</strong></td>
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Historical revenue is gross revenue potential and does not contain revenue from violation fines.

- Otay Valley interchange opens
- North half of Lone Star interchange opens
Introduction

At its September 8, 2017, meeting, the Board of Directors received an overview of a proposed bond strategy and financing schedule for the issuance of up to $250 million in long-term, fixed-rate debt to refund the outstanding Transportation Infrastructure Finance and Innovation Act (TIFIA) and San Diego County Regional Transportation Commission (RTC) loans for State Route 125 South Bay Expressway (SR 125).

Adoption of formal Board policies related to SANDAG debt issuance and toll rates likely would make the proposed revenue bond issuances more attractive to potential investors and help to result in lower bond interest rates. The Executive Committee reviewed the proposed policies outlined below at its September 8, 2017, meeting and recommends approval by the Board of Directors.

Discussion

Background

In December 2011, SANDAG purchased the SR 125 toll road franchise from its private sector owner, Southbay Expressway, LP. The Board of Directors’ purpose in purchasing the franchise was to reduce the tolls and improve mobility in the region by optimizing use of SR 125, and reduce congestion and the need for infrastructure improvements on other parallel roads. To carry out the transaction, SANDAG secured a loan from the RTC to purchase the franchise in the form of a promissory note, and was required to assume the TIFIA loan that the private sector owner had used to finance construction of the road. Under SANDAG ownership, toll rates were reduced in June 2012, and both traffic and revenue growth have surpassed initial expectations.

After five years of SANDAG operations and maintenance of the toll road, there has been steady growth in trips, revenue, and reserve funds. Staff provided an update on the facility’s performance, a planned upgrade to the tolling system, and potential refinancing options at the Board of Directors annual retreat in February 2017. The proposed strategy to refinance the existing high interest debt would help to reduce long-term costs and provide greater operating flexibility.
Proposed New Policies

Based on best practices, two new proposed Board policies related to the proposed refinancing have been developed for consideration by the Board of Directors.

Board Policy No. 037: San Diego Association of Governments Debt Policy

Board Policy No. 036: San Diego County Regional Transportation Commission Debt Policy (Attachment 1), sets forth guidelines for the issuance and management of debt by SANDAG in its role as the RTC. The proposed Board Policy No. 037 (Attachment 2) would have a similar focus, but instead would be applied to debt issued by SANDAG apart from its role as the RTC, and as such would be applicable to debt related to SR 125. The new proposed policy largely tracks with the principles set forth in Board Policy No. 036; including, confirming the commitment of the Board of Directors, management, staff, and other decision-makers to adhere to sound financial management practices. Objectives of the policy are to:

- Effectively manage and mitigate financial risk
- Preserve future program flexibility
- Maintain strong credit ratings and good investor relations
- Maintain ready and cost-effective access to the capital markets

Given there is a clear distinction and separation between the sales tax credit of the RTC and the toll revenue credit of SR 125, having individual debt policies will help clarify this distinction and avoid any potential conflicts or confusion in the future. Debt policies are important not only from an internal policy and planning standpoint, but both rating agencies and investors view debt policies as a credit positive.

Board Policy No. 038: SANDAG State Route 125 South Bay Expressway Toll Policy

Proposed Board Policy No. 038 (Attachment 3) is designed to inform decision making and provide transparency to the Board of Directors and the public when actions are being considered for raising tolls to support operating and maintenance costs, funding current and future capital and rehabilitation projects, paying debt service, ensuring a minimum level of service related to traffic, and meeting legally required covenants and terms in debt financing transactions, such as debt service coverage ratios. Nothing in this policy is intended to supersede the requirements of Title VI of the Civil Rights Act, which requires SANDAG to ensure any future toll increases will not have a disparate impact on low income or minority populations.

SR 125 was purchased by SANDAG to improve mobility throughout the region. As a result, the objectives of the proposed policy are to charge and collect tolls in a manner that to the greatest extent possible improves mobility while generating sufficient revenue to:

- Maintain debt coverage ratios and comply with covenants in any indentures
- Operate and maintain the toll road in a safe condition
- Fund capital expenses on a pay-as-you-go basis or with bond proceeds
• Manage traffic congestion and infrastructure needs consistent with the purposes described in California Streets & Highways Code Section 143.1(b), and the Amended and Restated Development Franchise Agreement

KIM KAWADA
Chief Deputy Executive Director

Attachments: 1. Board Policy No. 036: San Diego County Regional Transportation Commission Debt Policy
2. Proposed Board Policy No. 037: San Diego Association of Governments Debt Policy
3. Proposed Board Policy No. 038: SANDAG State Route 125 South Bay Expressway Toll Policy

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Ray Traynor, (619) 710-4001, ray.traynor@sandag.org
SAN DIEGO COUNTY REGIONAL TRANSPORTATION COMMISSION DEBT POLICY

The purpose of the Debt Policy for the San Diego County Regional Transportation Commission (SANDAG) is to establish guidelines for the issuance and management of SANDAG's current and future debt. The Debt Policy is designed to inform decision making and provide transparency to SANDAG's financial market participants and the general public. The Debt Policy confirms the commitment of the Board of Directors, management, staff, and other decision makers to adhere to sound financial management practices. Objectives of the Debt Policy are as follows:

- Effectively manage and mitigate financial risk
- Preserve future program flexibility
- Maintain strong credit ratings and good investor relations
- Maintain ready and cost-effective access to the capital markets

1. Scope and Authority

This Debt Policy will govern, except as otherwise covered by the SANDAG Investment Policy (SANDAG Board Policy No. 003) and Interest Rate Swap Policy (SANDAG Board Policy No. 032), the issuance and management of all debt funded through the capital markets.

Section 10 of the TransNet Extension and Ordinance (Ordinance 04-01) specifies:

Upon voter approval of the ballot proposition to approve the extension of the tax and the issuance of bonds payable from the proceeds of the tax, bonds may be issued by SANDAG pursuant to Division 12.7 of the Public Utilities Code, at any time, and from time to time, payable from the proceeds of the existing tax and its extension and secured by a pledge of revenues from the proceeds of the tax, in order to finance and refinance improvements authorized by Ordinance 87-1 and this Ordinance. SANDAG, in allocating the annual revenues from the measure, shall meet all debt service requirements prior to allocating funds for other projects.

Day-to-day responsibility for managing the SANDAG debt and finance program will reside with the Executive Director. This Debt Policy requires that the Board specifically authorize each debt financing.

Board of Directors Responsibility:

1.1 Before making a decision regarding any bond issuance, the Board should review all of the documents to become familiar with their contents. Board members should pay particular attention to the information contained in the Official Statement to ensure there are no inaccuracies concerning SANDAG.
1.2 The Board members also should ensure that to the best of their knowledge all of the factual statements are true and correct in all material respects and that the information does not contain any untrue or misleading statement of a material fact or omit to state any material fact that would make the information in any of the documents regarding SANDAG misleading. It is the SANDAG Board of Directors, in its role as the San Diego County Regional Transportation Commission, that has responsibility for approving the transaction.

1.3 When carrying out their fiduciary responsibilities, public officials may rely upon employees, bond counsel, disclosure counsel, and other professionals to assure that they are in compliance with the antifraud provisions of the federal securities laws, as long as the reliance is reasonable. In order for the reliance to be considered reasonable, the public official must: (1) make complete disclosure to the appropriate professional of any potentially material mistake or omission in the documents; (2) request the professional’s advice as to what disclosure is proper; (3) receive advice regarding the appropriate disclosure; and (4) rely in good faith on that advice.

2. Capital Budgeting and Planning for Debt Issuance

Borrowing needs will be identified and examined within the capital planning and budgetary framework of SANDAG. The primary elements of SANDAG capital planning and budgetary framework are described below.

2.1 Annual SANDAG Program Budget: The annual SANDAG Program budget is a Board-approved document that identifies current-year expenditures and funding sources. The Capital Program chapter is a multi-year budget updated on an annual basis that is developed within the context of the SANDAG long-range Transportation Plan, and serves as a basis for the annual update to the TransNet Plan of Finance.

2.2 Transportation Sales Tax: TransNet:

2.1.1 TransNet Plan of Finance: In 2004, SANDAG adopted the San Diego County Transportation Improvement Program TransNet Ordinance and Expenditure Plan (Ordinance 04-01), which provides for an extension of the retail transactions and use tax for a 40-year period commencing on April 1, 2008, through March 31, 2048. The Ordinance outlines eight specific sub-programs that are funded with sales tax revenues. In accordance with the Ordinance, SANDAG may borrow for eligible projects within the sub-programs outlined in the Ordinance, with the debt service to be paid from each respective sub-program funds.

2.1.2 The Early Action Program: is the major focus of the TransNet Plan of Finance and forms the basis for determining near to medium-term borrowing needs. The Early Action Program identifies projects within the Ordinance to advance for early delivery, based upon Board direction. Generally, projects included in the Early Action Program are candidates for delivery over the next 10 years. As such, the Early Action Program has a comparatively near-term horizon compared to the Plan of Finance, which extends through 2048.
2.1.3 **Financial Feasibility Requirements:** The Early Action Program includes projects that SANDAG is either currently delivering or will soon be entering the project delivery phase. As such, the Early Action Program demonstrates financial feasibility and accounts for all project funding and costs, including debt service.

2.3 Borrowing requirements are determined for each eligible sub-program and debt service is allocated to each sub-program based upon its pro rata share of bond proceeds. It is the general principal for the *TransNet* Plan of Finance that the annual debt service for each sub-program be less than the annual sales tax revenue allocated to a sub-program on an annual basis. This 1.0x program debt service coverage requirement ensures that no single sub-program incurs more debt than it can afford.

3. **Standards For and Appropriate Use of Debt Financing**

As borrowing needs are identified, SANDAG will evaluate the nature of the capital investment (e.g., the use and useful life of the asset) to ensure that long-term debt is the appropriate financing mechanism to meet the funding need. Standards for the appropriate use of debt financing will include those described below.

3.1 **Long Term Capital Projects:** Long-term debt should be used to finance essential capital projects where it is cost-effective and fiscally prudent. The weighted average maturity of the tax exempt bonds may not exceed 120 percent of the weighted average useful life of the capital assets being financed. The ability or need to expedite or maintain the programmed schedule of approved capital projects will be a factor in the decision to issue long-term debt. Inherent in its long-term debt policies, SANDAG recognizes that future taxpayers will benefit from the capital investment and that it is appropriate that they pay a share of the asset cost. Consistent with Internal Revenue Service code and tax law, long-term debt will not be used to fund operations.

3.2 **Debt Financing Mechanism:** SANDAG will evaluate the use of financial alternatives available including but not limited to long-term debt, short-term debt, and variable-rate debt. SANDAG will consider cost, risk to the portfolio, stability, and future flexibility when considering alternative borrowing alternatives.

3.3 **Credit Quality:** Credit quality is an important consideration for SANDAG. All SANDAG debt management activities for new debt issuances will be conducted in a manner conducive to receiving the highest credit ratings possible consistent with SANDAG debt management and project delivery objectives.

4. **Purpose of Financing**

The general purpose of bond financing falls into two general categories: (1) to finance new capital infrastructure or, (2) to refinance existing bonds to reduce financing costs, risk, or both. These two purposes are described in more detail below.

4.1 **New Money Financing:** New money issues are those financings that generate additional funding to be available for expenditure on capital projects. These funds will be used for acquisition, construction, and major rehabilitation of capital assets. New money bond proceeds may not be used to fund operational activities. New money issues will be
proposed in the context of the Plan of Finance, Early Action Program, and the annual Program Budget and will be consistent with the Expenditure Plan and Ordinance and SANDAG Board Policy No. 031, “TransNet Ordinance and Expenditure Plan Rules.”

4.2 Refunding Bonds: Refunding bonds are issued to retire all or a portion of an outstanding bond issue. Most typically this is done to refinance at a lower interest rate to reduce debt service. Alternatively, some refundings are executed for a reason other than to achieve cost savings, such as to restructure the repayment schedule of the debt, to change the type of debt instruments being used, or to retire a trust indenture in order to remove undesirable bond covenants that may excessively restrict SANDAG’s ability to issue additional bonds. In any event, a present value analysis must be prepared that identifies the economic effects of any refunding being proposed to the Board.

As a general guideline, SANDAG will target a minimum debt service savings threshold goal of 3.0 percent of the refunded bond principal amount, on a maturity-by-maturity basis, unless there are other compelling reasons for defeasance.

5. Types of Debt

The market for municipal finance is well developed and provides numerous products or types of debt that SANDAG will evaluate on a case-by-case basis. The types of debt typically available to SANDAG are described in this section.

5.1 Long-Term Debt

5.1.1 Current Coupon Bonds: are bonds that pay interest periodically and principal at maturity. They may be used for both new money and refunding transactions.

5.1.2 Transportation Infrastructure Finance Innovation Act (TIFIA) Loan: is a loan provided by the United States Department of Transportation for certain transportation projects of regional importance. SANDAG may elect to apply for a TIFIA loan if it is determined that it is the most cost effective debt financing option or if the loan provides flexibility to the benefit of the larger TransNet Program.

5.1.3 Federally Subsidized Taxable Bonds: are municipal bonds whose interest cost is subsidized by the federal government. The subsidized interest cost creates a taxable bond that is cost-competitive with traditional tax-exempt bonds. SANDAG will consider the issuance of federally subsidized taxable bonds that may be available in the future and will compare the net cost to traditional tax-exempt options.

5.2 Short-Term Debt

5.2.1 Commercial Paper Notes: may be issued as an alternative to fixed rate debt, particularly when the timing of funding requirements is uncertain. SANDAG may maintain an ongoing commercial paper program to ensure flexibility and immediate access to capital funding when needed.
5.2.2 **Grant Anticipation Notes:** are short-term notes that are repaid with the proceeds of state or federal grants of any type.

5.2.3 **Lines of Credit:** will be considered as an alternative to or credit support for other short-term borrowing options.

5.2.4 **Bond Anticipation Notes:** are short-term notes that are repaid with the proceeds of future borrowings.

5.3 **Variable Rate Debt:** It is sometimes appropriate to issue short-term or long-term variable rate debt to diversify the debt portfolio, reduce interest costs, provide interim funding for capital projects, and/or improve the match of variable rate assets to variable rate liabilities.

6. **Terms and Structure of Bonds**

The terms and structure of a specific bond issuance will be developed within a prudent legal framework (e.g., SANDAG existing bond indenture) and with the objective of maintaining strong credit ratings, addressing investor concerns, minimizing risk to SANDAG, and preserving future flexibility in a cost-effective manner. A primary, but not exhaustive list of some of the terms and structural considerations are discussed below.

6.1 **Term:** All capital improvements financed through the issuance of debt will be financed for a period not to exceed the expiration date of the sales tax measure. Further, the weighted average maturity of the tax exempt bonds may not exceed 120 percent of the weighted average useful life of the capital assets being financed.

6.2 **Lien Levels:** Senior and subordinate liens for each revenue source may be utilized in a manner that will maximize the most critical constraint - typically either cost or capacity - thus allowing for the most beneficial use of the revenue source securing the bond.

6.3 **Debt Service Structure:** SANDAG will examine debt service structures in the context of program needs. Combined principal and interest payments for any particular bond issue will first be examined as a level payment structure. Deferred principal can create increased program and project delivery capacity and also will be examined. The SANDAG debt service structure will be sized within conservative revenue constraints and with the objective of maintaining strong credit ratings.

6.4 **Additional Bonds Test:** Any new senior lien debt issuance must not cause the SANDAG debt service to exceed the level at which prior year revenues are less than two times (2.0x) the maximum annual principal and interest for the aggregate outstanding senior lien bonds, including the debt service for the new issuance.

6.5 **Call Provisions:** In general, fixed-rate, tax-exempt bonds will be issued with a provision that allows SANDAG to call outstanding bonds 10 years after the bond delivery date at par (i.e., no call premium). Shorter or longer call provisions may be utilized if there is a specific benefit to or need for their use.
6.6 **Derivative Products:** SANDAG will consider the use of derivative products only in instances where it has been demonstrated that the derivative product will either provide a hedge that reduces risk of fluctuations in expense or revenue, or alternatively, where the derivative product will reduce the total project cost. Interest rate swaps will be considered in the context of the SANDAG Interest Rate Swap Policy (SANDAG Board Policy No. 032). Derivative products will only be utilized with prior approval from the Board.

7. **Credit Enhancement**

SANDAG will consider the cost and benefit of credit enhancement strategies on a case-by-case basis with each separate bond issuance.

7.1 **Bond Insurance:** SANDAG will have the authority to purchase bond insurance when such purchase is deemed prudent and advantageous. The predominant determination shall be based on such insurance being less costly than the present value of the difference in the interest expense on insured bonds versus uninsured bonds.

7.2 **Debt Service Reserves:** When beneficial to SANDAG from a bond pricing and credit perspective, a reserve fund may be established. SANDAG will have the authority to purchase reserve equivalents (i.e., the use of a reserve fund surety) when such purchase is deemed prudent and advantageous. Such equivalents will be evaluated in comparison to cash funding of reserves on a net present value basis.

7.3 **Letters of Credit:** SANDAG will have the authority to enter into a letter of credit agreement when such an agreement is deemed prudent and advantageous. The long-term and short-term credit ratings of those financial institutions offering letters of credit will be a critical consideration before procuring any letter of credit.

8. **Method of Bond Sale**

SANDAG will determine on a case-by-case basis which method to use to sell its bonds. Generally, there are three methods of sale: competitive, negotiated, and private placement. Each type of bond sale has advantages and the potential to provide the lowest cost given the right conditions. SANDAG will work with its financial advisor to determine the appropriate method of sale under specific market conditions.

9. **Market Relationships**

As a periodic issuer who values cost-effective market-access, SANDAG will actively provide requested information and maintain relationships with rating agencies, investors, and other market participants, as needed. Staff will provide relevant market updates to the Board on a quarterly basis.

9.1 **Rating Agencies:** The Director of Finance will be primarily responsible for maintaining our relationships with those rating agencies (i.e., Moody's Investors Service, Standard & Poor's, and Fitch Ratings) from whom SANDAG requests and holds ratings. SANDAG may, from time to time, choose to deal with only one or two of these agencies as circumstances dictate.
9.2 **Investor Relations:** Timely and accurate information will be provided in response to inquiries from investors in order to maintain positive, ongoing investor relations.

9.3 **Board Communication:** As a means of providing feedback from rating agencies and/or investors regarding our financial strengths and weaknesses as perceived by the marketplace, information will be provided to the Board as material information develops. SANDAG staff currently provides written quarterly reports to the Board, which include current market information, an update on the SANDAG debt portfolio, relevant financial metrics (e.g., debt service coverage ratios), and anticipated borrowing needs over the next one to two years.

10. **Continuing Disclosure**

It is SANDAG policy to remain in compliance with SEC Rule 15c2-12 by filing annual financial statements and other financial and operating data for the benefit of bondholders within 210 days of the close of the fiscal year and file material event notices in a timely manner.

11. **Consultants**

SANDAG will select its primary consultant(s) through a competitive process, as required by Board Policy No. 016, “Procurement of Services.”

12. **Post-Issuance Compliance Procedures**

SANDAG will establish and document procedures to ensure that SANDAG is in compliance with requirements of the Internal Revenue Code of 1986, as amended (the “Code”), that must be satisfied with respect to tax-exempt bonds and other obligations after the bonds are issued so that interest on the bonds is, and will remain, tax-exempt. Additionally, as part of the post issuance compliance procedures SANDAG will ensure that proceeds of the debt issuance are directed to the intended use. The Post-Issuance Compliance Procedures will be reviewed at least every three years.

Adopted October 2013
Amended January 2017
SAN DIEGO ASSOCIATION OF GOVERNMENTS DEBT POLICY

The purpose of this policy is to establish guidelines for the issuance and management of SANDAG’s current and future debt, including but not limited to that issued related to the South Bay Expressway toll road, which SANDAG operates on a portion of State Route 125. The policy is designed to inform decision making and provide transparency to SANDAG’s financial market participants and the general public. The policy confirms the commitment of the Board of Directors, management, staff, and other decision makers to adhere to sound financial management practices. Objectives of the policy are as follows:

- Effectively manage and mitigate financial risk
- Preserve future program flexibility
- Maintain stable credit ratings and good investor relations
- Maintain ready and cost-effective access to the capital markets

1. Scope and Authority

This policy will govern, except as otherwise covered by the SANDAG Investment Policy (SANDAG Board Policy No. 003) and Interest Rate Swap Policy (SANDAG Board Policy No. 032), the issuance and management of all debt issued by SANDAG for the State Route 125 South Bay Expressway (SR 125) and funded through the capital markets.

SANDAG may issue bonds and borrow money pursuant to Article 8 of the San Diego Regional Transportation Consolidation Act, (Public Utilities Code Section 132370 et seq.) at any time, and from time to time, payable from the revenues of tolls and any other source of revenues available to SANDAG and pledged as security for the bonds or other debt.

Day-to-day responsibility for managing the SANDAG debt and finance program will reside with the Executive Director. This Debt Policy requires that the Board specifically authorize each debt financing.

Board of Directors Responsibility:

1.1 Before making a decision regarding any bond issuance, the Board should review all of the documents to become familiar with their contents. Board members should pay particular attention to the information contained in the Official Statement to ensure there are no inaccuracies concerning SANDAG or the South Bay Expressway.

1.2 Board members also should ensure that to the best of their knowledge all of the factual statements are true and correct in all material respects and that the information does not contain any untrue or misleading statement of a material fact or omit to state any
material fact that would make the information in any of the documents SANDAG or any of its facilities or operations misleading. It is the Board of Directors that has responsibility for approving the transaction.

1.3 When carrying out their fiduciary responsibilities, public officials may rely upon employees, bond counsel, disclosure counsel, and other professionals to assure that they are in compliance with the antifraud provisions of the federal securities laws, as long as the reliance is reasonable. In order for the reliance to be considered reasonable, the public official must: (1) make complete disclosure to the appropriate professional of any potentially material mistake or omission in the documents; (2) request the professional’s advice as to what disclosure is proper; (3) receive advice regarding the appropriate disclosure; and (4) rely in good faith on that advice.

2. Capital Budgeting and Planning for Debt Issuance

SANDAG will develop an annual Program Budget and a comprehensive long-term Financial Plan. The Program Budget and Financial Plan shall include one or more specific elements focusing on the South Bay Expressway or any other operations programs upon which debt is issued. SANDAG will make annual updates to the Program Budget. The annual SANDAG Program Budget is a Board-approved document that identifies current-year expenditures and funding sources.

SANDAG will also develop a long-term Financial Plan with regard to operation of the South Bay Expressway. This Financial Plan will include forecasted operating costs, toll revenues, ongoing capital expenditures related to the South Bay Expressway, other available funding sources, borrowing needs, if any, through the life of the Development Franchise Agreement (i.e., through 2042). This Financial Plan will be prepared no less often than every two years and presented to the Board for review and approval. This Financial Plan will demonstrate that forecasted net revenues will be sufficient to satisfy the toll and revenue covenants included in the legal documents securing any toll revenue bonds and obligations. In particular, the Financial Plan must ensure that the revenues of tolls and any other source of revenues available to SANDAG through the South Bay Expressway and pledged as security for the bonds are at least 150 percent of projected annual debt service on all Outstanding First Senior Lien Obligations; 135 percent of projected annual debt service on all Outstanding First and Second Senior Lien Obligations; 115 percent of projected annual debt service on all Outstanding First Senior, Second Senior, and Subordinate Obligations; and 100 percent of current year’s debt service on all liens plus any funds required to be deposited in funds established under the legal documents (such as Reserve Funds).

In the context of the Financial Plan, the Board will also concurrently review Board Policy 038: (Full Title of Toll Policy) and determine the need, if any, to adjust toll rates to meet the financial and operational objectives of SANDAG and satisfy the related legal covenants to bond holders.

3. Standards for and Appropriate Use of Debt Financing

As borrowing needs are identified, SANDAG will evaluate the nature of the capital investment (e.g., the use and useful life of the asset) to ensure that long-term debt is the appropriate
financing mechanism to meet the funding need. Standards for the appropriate use of debt financing will include those described below.

3.1 **Long Term Capital Projects:** Long-term debt should be used to finance essential capital projects where it is cost-effective and fiscally prudent. The weighted average maturity of the tax-exempt bonds may not exceed 120 percent of the weighted average useful life of the capital assets being financed. The ability or need to expedite or maintain the programmed schedule of approved capital projects will be a factor in the decision to issue long-term debt. Inherent in its long-term debt policies, SANDAG recognizes that future users of SR 125 will benefit from the capital investment and that it is appropriate that they pay a share of the asset cost. Consistent with Internal Revenue Service code and tax law, long-term debt will not be used to fund operations.

3.2 **Debt Financing Mechanism:** SANDAG will evaluate the use of financial alternatives available including but not limited to long-term debt, short-term debt, and variable-rate debt. SANDAG will consider cost, risk to the portfolio, stability, and future flexibility when considering alternative borrowing alternatives.

3.3 **Credit Quality:** Credit quality is an important consideration for SANDAG. All SANDAG debt management activities for new debt issuances will be conducted in a manner conducive to receiving the highest credit ratings possible consistent with SANDAG debt management and project delivery objectives.

4. **Purpose of Financing**

The general purpose of bond financing falls into two general categories: (1) to finance new capital infrastructure or, (2) to refinance existing bonds to reduce financing costs, risk, or both. These two purposes are described in more detail below.

4.1 **New Money Financing:** New money issues are those financings that generate additional funding to be available for expenditure on capital projects. These funds will be used for acquisition, construction, and major rehabilitation of capital assets. A new money issuance may also include the need to fund capitalized interest, the initial funding of reserves for a new asset, or a debt service reserve fund. New money bond proceeds may not be used to fund operational activities. New money issues will be proposed in the context of the SR 125 Financial Plan and the annual Program Budget.

4.2 **Refunding Bonds:** Refunding bonds are issued to retire all or a portion of an outstanding bond issue. Most typically this is done to refinance at a lower interest rate to reduce debt service. Alternatively, some refundings are executed for a reason other than to achieve cost savings, such as to restructure the repayment schedule of the debt, to change the type of debt instruments being used, or to retire a trust indenture for removal of undesirable bond covenants that may excessively restrict SANDAG’s ability to issue additional bonds. In any event, a present value analysis must be prepared that identifies the economic effects of any refunding being proposed to the Board.
As a general guideline, SANDAG will target a minimum debt service savings threshold goal of 3.0 percent of the refunded bond principal amount, on a maturity-by-maturity basis, unless there are other compelling reasons for defeasance.

5. **Types of Debt**

The market for municipal finance is well developed and provides numerous products or types of debt that SANDAG will evaluate on a case-by-case basis. The types of debt typically available to SANDAG are described in this section.

5.1 **Long-Term Debt**

5.1.1 **Current Coupon Bonds**: are bonds that pay interest periodically and principal at maturity. They may be used for both new money and refunding transactions.

5.1.2 **Transportation Infrastructure Finance Innovation Act (TIFIA) Loan**: is a loan provided by the United States Department of Transportation for certain transportation projects of regional importance. SANDAG may elect to apply for a TIFIA loan if it is determined that it is the most cost effective debt financing option.

5.1.3 **Federally Subsidized Taxable Bonds**: are municipal bonds whose interest cost is subsidized by the federal government. The subsidized interest cost creates a taxable bond that is cost-competitive with traditional tax-exempt bonds. SANDAG will consider the issuance of federally subsidized taxable bonds that may be available in the future and will compare the net cost to traditional tax-exempt options.

5.2 **Short-Term Debt**

5.2.1 **Commercial Paper Notes**: may be issued as an alternative to fixed rate debt, particularly when the timing of funding requirements is uncertain. SANDAG may maintain an ongoing commercial paper program to ensure flexibility and immediate access to capital funding when needed.

5.2.2 **Grant Anticipation Notes**: are short-term notes that are repaid with the proceeds of state or federal grants of any type.

5.2.3 **Lines of Credit**: will be considered as an alternative to or credit support for other short-term borrowing options.

5.2.4 **Bond Anticipation Notes**: are short-term notes that are repaid with the proceeds of future borrowings

5.3 **Variable Rate Debt**: It is sometimes appropriate to issue short-term or long-term variable rate debt to diversify the debt portfolio, reduce interest costs, provide interim funding for capital projects, and/or improve the match of variable rate assets to variable rate liabilities.
6. **Terms and Structure of Bonds**

The terms and structure of a specific bond issuance will be developed within a prudent legal framework (e.g., SANDAG existing bond indenture) and with the objective of maintaining strong credit ratings, addressing investor concerns, minimizing risk to SANDAG, and preserving future flexibility in a cost-effective manner. A primary, but not exhaustive list of some of the terms and structural considerations are discussed below.

6.1 **Term:** All capital improvements financed through the issuance of debt will be financed for a period not to exceed the expiration date of the Development Franchise Agreement. Further, the weighted average maturity of the tax-exempt bonds may not exceed 120 percent of the weighted average useful life of the capital assets being financed.

6.2 **Lien Levels:** First Senior, Second Senior, and Subordinate Liens for each revenue source may be utilized in a manner that will maximize the most critical constraint - typically either cost or capacity - thus allowing for the most beneficial use of the revenue source securing the bond.

6.3 **Debt Service Structure:** SANDAG will examine debt service structures in the context of program needs and forecasted revenues. The toll revenue bond debt service structure will be sized within appropriate revenue constraints and with the objective of maintaining stable credit ratings.

6.4 **Additional Bonds Test:** Any new issuance of First Senior Lien Obligations must not cause the SANDAG debt service to exceed the level at which either prior year Net Revenues or projected annual Net Revenues are less than 175 percent of the maximum annual principal and interest for the aggregate outstanding first senior lien bonds, including the debt service for the new issuance of First Senior Lien Obligations.

Any new issuance of First or Second Senior Lien Obligations must not cause the SANDAG debt service to exceed the level at which either prior year Net Revenues or projected annual Net Revenues are less than 135 percent of the maximum annual principal and interest for the aggregate outstanding first and second senior lien bonds, including the debt service for the new issuances of First and Second Senior Lien Obligations.

Any new issuance of First Senior Lien, Second Senior Lien, or Subordinate Lien Obligations must not cause the SANDAG debt service to exceed the level at which either prior year Net Revenues or projected annual Net Revenues are less than 115 percent of the maximum annual principal and interest for the aggregate outstanding senior lien bonds, including the debt service for the new issuances of First Senior Lien, Second Senior Lien, or Subordinate Lien Obligations.

6.5 **Call Provisions:** In general, fixed-rate, tax-exempt bonds will be issued with a provision that allows SANDAG to call outstanding bonds 10 years after the bond delivery date at par (i.e., no call premium). Shorter or longer call provisions may be utilized if there is a specific benefit to or need for their use.
6.6 *Derivative Products:* SANDAG will consider the use of derivative products only in instances where it has been demonstrated that the derivative product will either provide a hedge that reduces risk of fluctuations in expense or revenue, or alternatively, where the derivative product will reduce the total project cost. Interest rate swaps will be considered in the context of the SANDAG Interest Rate Swap Policy (SANDAG Board Policy No. 032). Derivative products will only be utilized with prior approval from the Board.

7. **Credit Enhancement**

SANDAG will consider the cost and benefit of credit enhancement strategies on a case-by-case basis with each separate bond issuance.

7.1 *Bond Insurance:* SANDAG will have the authority to purchase bond insurance when such purchase is deemed prudent and advantageous. The predominant determination shall be based on such insurance being less costly than the present value of the difference in the interest expense on insured bonds versus uninsured bonds.

7.2 *Debt Service Reserves:* When beneficial to SANDAG from a bond pricing and credit perspective, a reserve fund may be established. SANDAG will have the authority to purchase reserve equivalents (i.e., the use of a reserve fund surety) when such purchase is deemed prudent and advantageous. Such equivalents will be evaluated in comparison to cash funding of reserves on a net present value basis.

7.3 *Letters of Credit:* SANDAG will have the authority to enter into a letter of credit agreement when such an agreement is deemed prudent and advantageous. The long-term and short-term credit ratings of those financial institutions offering letters of credit will be a critical consideration before procuring any letter of credit.

8. **Method of Bond Sale**

SANDAG will determine on a case-by-case basis which method to use to sell its bonds. Generally, there are three methods of sale: competitive, negotiated, and private placement. Each type of bond sale has advantages and the potential to provide the lowest cost given the right conditions. SANDAG will work with its financial advisor to determine the appropriate method of sale under specific market conditions.

9. **Market Relationships**

SANDAG will actively provide requested information and maintain relationships with rating agencies, investors, and other market participants, as needed. Staff will provide relevant market updates to the Board on a quarterly basis.

9.1 *Rating Agencies:* The Director of Finance will be primarily responsible for maintaining relationships with those rating agencies from whom SANDAG requests and holds ratings. SANDAG may, from time to time, choose to deal with only one or two of these agencies as circumstances dictate.
9.2 **Investor Relations:** Timely and accurate information will be provided in response to inquiries from investors in order to maintain positive, ongoing investor relations.

9.3 **Board Communication:** As a means of providing feedback from rating agencies and/or investors regarding our financial strengths and weaknesses as perceived by the marketplace, information will be provided to the Board as material information develops. On an annual basis Audited Financial Statements are presented to the Board, along with the highlights of the operations report.

10. **Continuing Disclosure**

It is SANDAG policy to remain in compliance with SEC Rule 15c2-12 and SANDAG will have a process in place to ensure they meet the requirements of the continuing disclosure undertaking.

11. **Consultants**

SANDAG will select its primary consultant(s) through a competitive process, as required by Board Policy No. 016: Procurement of Services.

12. **Post-Issuance Compliance Procedures**

SANDAG will establish and document procedures to ensure that SANDAG is in compliance with requirements of the Internal Revenue Code of 1986, as amended (the “Code”), that must be satisfied with respect to tax-exempt bonds and other obligations after the bonds are issued so that interest on the bonds is, and will remain, tax-exempt. Additionally, as part of the post issuance compliance procedures SANDAG will ensure that proceeds of the debt issuance are directed to the intended use. The Post-Issuance Compliance Procedures will be reviewed at least every three years.

Adopted September 2017
SANDAG STATE ROUTE 125 SOUTH BAY EXPRESSWAY TOLL POLICY

The purpose of this policy is to establish guidelines for maintaining the operational and financial integrity of the South Bay Expressway toll road franchise, which SANDAG operates on a portion of State Route 125 pursuant to the Amended and Restated Development Franchise Agreement (ARDFA) with the State of California, which is the agreement governing the day-to-day operations of the State Route 125 South Bay Expressway (SR 125).

The policy is designed to inform decision making and provide transparency to the Board of Directors and the public when actions are being considered for adjusting toll rates to support operating and maintenance costs, funding current and future capital and rehabilitation projects, paying debt service, ensuring a minimum level of service related to traffic, and meeting legally required covenants and terms in debt financing transactions such as debt service coverage ratios. Nothing in this policy is intended to supersede the requirements of Title VI of the Civil Rights Act.

1. Financing Requirements

SANDAG shall charge and collect tolls that generate enough revenue to maintain the debt service coverage ratios as required in the Master Indenture and subsequent supplemental indentures for SR 125. SANDAG recognizes that it must review and actively manage toll rates in order to satisfy the covenants in the financing documents for the SR 125. The requirement to maintain debt service coverage ratios and comply with covenants in the Indenture (Master Indenture and subsequent supplemental indentures) supersedes the specific policies for setting and modifying tolls and discounts to the extent permitted by law.

2. Operating and Maintenance Expenses

SANDAG shall charge and collect tolls that generate enough revenue to operate and maintain the toll road in a safe condition in accordance with Caltrans standards found in Caltrans Maintenance Manual, maintenance directives, policy and procedure memorandums, and applicable safety orders; and in compliance with the Memorandum of Understanding for Traffic and Incident Management, and as outlined in the ARDFA and all other laws and regulations applicable to operations of SR 125. The sufficiency of toll revenues to satisfy covenants in the financing documents and to meet upcoming funding requirements will be annually reviewed in the context of the SANDAG's Annual Program Budget, with particular attention to the SR 125.

3. Capital Projects

Capital projects will be determined as outlined in the ARDFA. Capital projects deemed necessary to achieve SANDAG's objective of improving mobility in the region will either be funded on a pay-as-you-go basis or with bond proceeds following any bond issuance. The appropriate financing strategy to meet capital costs will be determined in the context of SANDAG's long-term Financial Plan for the SR 125. The long-term Financial Plan will include forecasted operating costs,
toll revenues, ongoing capital expenditures related to the SR 125, other available funding sources, borrowing needs, if any, etc., through the life of the ARDFA. This Financial Plan will be prepared no less often than every two years and presented to the Board for review and approval. This Financial Plan will demonstrate that forecasted net revenues will be sufficient to satisfy the toll and revenue covenants included in the legal documents securing any toll revenue bonds and obligations. In this context, the Board will review the toll policy and determine the need, if any, to adjust toll rates to meet the financial objectives of SANDAG and satisfy the related legal covenants to bond holders.

4. Minimum Level of Service

As part of the region’s broader transportation network, the SR 125 tolls are used by SANDAG to manage traffic congestion and infrastructure needs consistent with the purposes described in California Streets & Highways Code Section 143.1(b); and the ARDFA. SANDAG reserves the right to charge tolls sufficient to meet these objectives, so long as procedures for setting and implementation of the tolls are consistent with all relevant laws, contract terms, covenants, and this policy.

Adopted September 2017
HEARING OF NECESSITY: ACQUISITION OF PROPERTY INTERESTS LOCATED IN THE CITY OF SAN DIEGO FOR THE MID-COAST CORRIDOR TRANSIT PROJECT

File Number 1257001

Introduction

SANDAG has undertaken preliminary investigations required to identify and attempt to acquire property interests needed to accommodate the Mid-Coast Corridor Transit Project (Mid-Coast). Pursuant to applicable requirements of law as well as SANDAG Board Policy, SANDAG had the property interests it proposes to acquire appraised. This appraisal was approved by the Federal Transit Administration (FTA) and resulted in an offer letter being sent to the property owner for the full appraised amount, along with a summary of information from the appraisal.

SANDAG has met and negotiated with the property owner, but as of the date of preparation of this report, a final agreement for purchase of the property interests by way of a negotiated agreement has not been reached. Notwithstanding action by the Board of Directors with respect to the proposed Resolution of Necessity, SANDAG will continue to pursue negotiations with the property owner in an attempt to reach mutually agreeable terms for voluntary transfers of the property interests. A Resolution of Necessity and eminent domain action is being considered at this time to preserve the timeline needed for construction of the project.

Project Description

Mid-Coast Corridor Transit Project

SANDAG has designed Mid-Coast, an 11-mile project that will extend the Trolley Blue Line service from the Santa Fe Depot in Downtown San Diego north to the University City community, serving major activity centers such as Old Town, UC San Diego, and Westfield University Town Center (UTC). Mid-Coast will be funded partially by the regional TransNet half-cent sales tax program administered by SANDAG along with federal New Starts funding through the Federal Transit Administration.

The Trolley extension was approved by the Board of Directors in fall 2014. The route begins north of the Old Town Transit Center and travels in existing railroad right-of-way and alongside Interstate 5 to serve UC San Diego and UTC. The extension will serve nine new stations: Tecolote Road,
Clairemont Drive, Balboa Avenue, Nobel Drive, Veterans Affairs Medical Center, Pepper Canyon, Voigt Drive, Executive Drive, and the terminus station at the Westfield UTC transit center.

Mid-Coast will provide an effective alternative to congested freeways and roadways for travelers, improve public transit services, and enhance travel options by connecting the corridor with areas served by the existing Trolley system. Additional information about this project can be found at: sandag.org/midcoast.

Description of the Subject Property

Information related to the subject property from which property interests are sought to be acquired is set forth below. The property interests sought are more fully described and depicted in the exhibit attached to Resolution of Necessity No. 2018-05 (Attachment 1).

Resolution of Necessity: 2018-05

Property Owner: 8650 Villa La Jolla, Inc., a Florida Corporation

Assessor Parcel Numbers: 344-280-08-00
344-280-19-00
344-280-20-00

Property Interests to be Acquired by SANDAG:

1,089 sq. ft. Permanent Access Easement Acquisition (Parcel No. 40216-1);
5,990 sq. ft. Permanent Access Easement Acquisition (Parcel No. 40216-2);
1,986 sq. ft. Permanent Aerial Easement Acquisition (Parcel No. 40216-3);
51 sq. ft. Permanent Column Easement Acquisition (Parcel No. 40216-4);
651 sq. ft. Permanent Utility Easement Acquisition (Parcel No. 40216-5);
1,236 sq. ft. Temporary Construction Easement Acquisition (Parcel No. 40216-6);
19,323 sq. ft. Temporary Construction Easement Acquisition (Parcel No. 40216-7);
12,376 sq. ft. Temporary Construction Easement Acquisition (Parcel No. 40216-8);
2,678 sq. ft. Temporary Access Easement Acquisition (Parcel No. 40216-9);
2,678 sq. ft. Temporary Access Easement Acquisition (Parcel No. 40216-10);
2,678 sq. ft. Temporary Access Easement Acquisition (Parcel No. 40216-11);
1,420 sq. ft. Temporary Construction Easement Acquisition (Parcel No. 40216-12)
23,563 sq. ft. Temporary Access Easement Acquisition (Parcel No. 40216-13)
12,276 sq. ft. Permanent Access Easement Acquisition (Parcel No. 40218-1);
1,859 sq. ft. Permanent Utility Easement Acquisition (Parcel No. 40218-2);
2,194 sq. ft. Temporary Access Easement Acquisition (Parcel No. 40218-3);
14,296 sq. ft. Temporary Construction Easement Acquisition (Parcel No. 40218-4);
474 sq. ft. Temporary Construction Easement Acquisition (Parcel No. 40218-5);
1,579 sq. ft. Temporary Access Easement Acquisition (Parcel No. 40218-6);
1,648 sq. ft. Temporary Construction Easement Acquisition (Parcel No. 40218-7);
1,449 sq. ft. Temporary Access Easement Acquisition (Parcel No. 40218-8);
13,060 sq. ft. Temporary Access Easement Acquisition (Parcel No. 40218-9);
3,839 sq. ft. Temporary Construction Easement Acquisition (Parcel No. 40218-10);
4,702 sq. ft. Temporary Construction Easement Acquisition (Parcel No. 40218-11);
1 sq. ft. Temporary Construction Easement Acquisition (Parcel No. 40218-12)
10,629 sq. ft. Permanent Easement Acquisition (Parcel No. 40219-1);
21,516 sq. ft. Permanent Access Easement Acquisition (Parcel No. 40219-2);
17,536 sq. ft. Permanent Access Easement Acquisition (Parcel No. 40219-3);
45,755 sq. ft. Permanent Easement Acquisition (Parcel No. 40219-4);
27,892 sq. ft. Permanent Aerial Easement Acquisition (Parcel No. 40219-5);
16,287 sq. ft. Permanent Utility Easement Acquisition (Parcel No. 40219-6);
151 sq. ft. Permanent Column Easement Acquisition (Parcel No. 40219-7);
11,100 sq. ft. Temporary Access Easement Acquisition (Parcel No. 40219-8);
2,556 sq. ft. Temporary Construction Easement Acquisition (Parcel No. 40219-9);
5,602 sq. ft. Temporary Construction Easement Acquisition (Parcel No. 40219-10);
2,976 sq. ft. Temporary Construction Easement Acquisition (Parcel No. 40219-11);
56,153 sq. ft. Temporary Access Easement Acquisition (Parcel No. 40219-12)
32,833 sq. ft. Temporary Construction Easement Acquisition (Parcel No. 40219-13)
3,481 sq. ft. Temporary Construction Easement Acquisition (Parcel No. 40219-14)
7,226 sq. ft. Temporary Access Easement Acquisition (Parcel No. 40219-15)
14,419 sq. ft. Temporary Access Easement Acquisition (Parcel No. 40219-16)
58,097 sq. ft. Temporary Construction Easement Acquisition (Parcel No. 40219-17)
34,685 sq. ft. Temporary Access Easement Acquisition (Parcel No. 40219-18)
5,179 sq. ft. Temporary Construction Easement Acquisition (Parcel No. 40219-19)
13,402 sq. ft. Temporary Access Easement Acquisition (Parcel No. 40219-20)
62,531 sq. ft. Temporary Construction Easement Acquisition (Parcel No. 40219-21)
12,266 sq. ft. Temporary Access Easement Acquisition (Parcel No. 40219-22)
9,518 sq. ft. Temporary Construction Easement Acquisition (Parcel No. 40219-23)
24,684 sq. ft. Temporary Construction Easement Acquisition (Parcel No. 40219-24)
53,672 sq. ft. Temporary Construction Easement Acquisition (Parcel No. 40219-25)
37,473 sq. ft. Temporary Construction Easement Acquisition (Parcel No. 40219-26)
Discussion

The Board of Directors is being asked to consider the adoption of a Resolution of Necessity to acquire property interests in the parcels and sections listed herein. The power of eminent domain is used by SANDAG only as a last resort to obtain property interests necessary for Mid-Coast. As stated above, an offer of just compensation has been made to the owner for the full fair market value of the property interests sought to be acquired as determined by an appraisal. SANDAG staff has attempted to negotiate an amicable settlement in good faith and will continue to do so throughout the process. However, as of the date of preparation of this report, a negotiated purchase has not been achieved, and SANDAG must proceed with a Resolution of Necessity and eminent domain action in order to preserve the timeline needed for construction of the Mid-Coast Project.

California eminent domain law provides that a public entity may not commence an eminent domain proceeding on a property until its governing body has adopted a Resolution of Necessity. That resolution may only be adopted after the governing body has given each party with an interest in the affected property, or its representatives, a reasonable opportunity to appear and be heard on the following matters, and the governing body makes the following findings:

- Whether the public interest and necessity require the project for which the property is sought to be acquired
- Whether the project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury
- Whether the property sought to be acquired by eminent domain and described in the Resolution of Necessity is necessary for the proposed project
- Whether the offer required by Section 7267.2 of the California Government Code has been made to the property owner

A notice of this hearing was sent by certified mail to the property owner as prescribed by law. The notice stated SANDAG’s intent to consider the adoption of a Resolution of Necessity, the right of the property owner to appear and be heard on the issues set forth above, and that failure to file a written request to appear would result in a waiver of the right to appear and be heard.

Findings

Finding 1: The Public Interest and Necessity Require the Project

Mid-Coast will expand commuter light-rail service from the Santa Fe Depot to the Westfield UTC shopping center. This will include bringing new light rail transit service to the Veterans Administration Hospital and the UC San Diego campus. The project will provide improved transit service, provide an alternative to congested regional roadways, and help reduce greenhouse gas emissions.

Finding 2: The Project is Planned or Located in the Manner that will be Most Compatible with the Greatest Public Good and the Least Private Injury

Mid-Coast has been designed to maximize the benefits to the public at large while minimizing impacts to private property owners. The project team has worked diligently to minimize the need for
property acquisitions. The alignment of Mid-Coast largely is controlled by the existing rail alignment and railroad right-of-way, and its design has been optimized to maximize the use of the existing public right-of-way and minimize private property acquisitions. An extensive analysis of design alternatives for Mid-Coast was completed—addressing constructability, cost, and private impacts—before arriving at the current design footprints and features.

Compliance with the California Environmental Quality Act has been satisfied by preparation of an Environmental Impact Report, which has been approved by the Board of Directors.

**Finding 3: The Interests in the Subject Property Are Needed for the Project**

The property interests sought were analyzed, giving full consideration to whether a feasible design alternative exists that would alleviate the need for the property interests. As with any public project of this magnitude, access to the project area is needed during the construction process. Additionally, certain other types of easements are needed to accommodate the project features and impacts, such as a transit station, aerial viaduct, transit parking, drainage and maintenance, among others. After extensive analysis of design alternatives, and based on the current Mid-Coast alignment and footprint, staff recommends that the property interests described in this report and attached to the proposed Resolution of Necessity are necessary for the Mid-Coast Project.

These property interests include numerous permanent and temporary easements. The permanent easement acquisitions are needed for the transit stations, parking structure, viaduct, columns, access, maintenance, and utility uses, among others. The temporary easements are needed for the purpose of necessary and convenient activities associated with the construction of Mid-Coast, as described more specifically in the proposed Resolution of Necessity.

**Finding 4: Offer of Just Compensation Has Been Made to the Property Owner**

An appraisal was prepared for the proposed acquisition pursuant to SANDAG Board Policy and applicable law. This appraisal was reviewed and approved by the FTA. An offer for the full appraised value of the property interests sought to be acquired was made to the owner of the subject property (see table below). Negotiations have been ongoing with the property owner since the initial offer was made.

<table>
<thead>
<tr>
<th>Property Owner</th>
<th>Date Offer Letters Sent to Property Owner</th>
<th>Appraised Value</th>
<th>Offer Price</th>
</tr>
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<tbody>
<tr>
<td>8650 Villa La Jolla, Inc., a Florida Corporation</td>
<td>July 7, 2017</td>
<td>$13,890,000</td>
<td>$13,890,000</td>
</tr>
</tbody>
</table>
Next Steps

Should the Board approve the Resolution of Necessity, the Office of General Counsel will work with outside counsel to initiate court proceedings to acquire the property interests necessary for the project, as well as seek prejudgment possession of the property as necessary. SANDAG staff will continue to work with the property owner to attempt to negotiate and finalize agreements reflecting fair and equitable compensation for the proposed property acquisition.

KIM KAWADA
Chief Deputy Executive Director

Attachment: 1. Resolution of Necessity No. 2018-05

Key Staff Contact: Ryan Kohut, (619) 595-5339, ryan.kohut@sandag.org
John Haggerty, (619) 699-6937, john.haggerty@sandag.org
RESOLUTION OF NECESSITY OF THE SAN DIEGO ASSOCIATION OF GOVERNMENTS FOR THE
ACQUISITION BY EMINENT DOMAIN OF PERMANENT EASEMENT, TEMPORARY CONSTRUCTION
EASEMENT, AND TEMPORARY ACCESS EASEMENT INTERESTS IN PORTIONS OF CERTAIN REAL
PROPERTY BEARING ASSESSOR’S PARCEL NUMBERS 344-280-08-00, 344-280-19-00, and
344-280-20-00, LOCATED IN THE CITY OF SAN DIEGO, SAN DIEGO COUNTY, CALIFORNIA, FOR
THE CONSTRUCTION AND OPERATION OF THE MID-COAST CORRIDOR TRANSIT PROJECT

WHEREAS, the San Diego Association of Governments ("SANDAG"), a public agency
organized and existing under Government Code section 6500, et seq., proposes to acquire the
property interests described in Section 3 below, which interests include portions of certain real
property located at 8657 Villa La Jolla Drive, San Diego, CA, bearing Assessor Parcel Nos. 344-280-08-
00, 344-280-19-00, and 344-280-20-00, for the construction and operation of the Mid-Coast Corridor
Transit Project and related public infrastructure improvements, in the City of San Diego, California,
pursuant to the authority granted to it by Section 132350 et seq., of the California Public Utilities
Code; and

WHEREAS, SANDAG is empowered to use the power of eminent domain to acquire
property of every kind necessary to the full and convenient exercise of its power pursuant to
Public Utilities Code section 132354, and Code of Civil Procedure sections 1240.110 and 1240.120;
and

WHEREAS, pursuant to the authority granted to SANDAG, SANDAG proposes to use its
powers of eminent domain to acquire interests in certain real property for the Mid-Coast Corridor
Transit Project, an 11-mile extension of the San Diego Trolley extending the Trolley Blue Line service
from the Santa Fe Depot in Downtown San Diego north to the University City community; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure,
SANDAG scheduled a public hearing for 9 a.m. on Friday, September 22, 2017, at SANDAG,
Board Room, 401 B Street, 7th Floor, San Diego, California 92101, and gave to each person whose
property is to be acquired and whose name and address appeared on the last equalized county
assessment roll notice and a reasonable opportunity to appear at said hearing and be heard on the
matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by SANDAG, and each person whose property is to
be acquired by eminent domain was afforded an opportunity to be heard on said matters; and

WHEREAS, SANDAG may now adopt a Resolution of Necessity pursuant to section
1240.040 of the California Code of Civil Procedure.; NOW THEREFORE

SANDAG DOES HEREBY RESOLVE AND DECLARE by a vote of two-thirds or more of all
the members of the Board of Directors of SANDAG as follows:
SECTION 1. Compliance with California Code of Civil Procedure and California Environmental Quality Act. There has been compliance by SANDAG with the requirements of Section 1245.235 of the California Code of Civil Procedure and the California Environmental Quality Act.

SECTION 2. Public Use. The public use for which the real property is to be acquired is for the construction of the Mid-Coast Corridor Transit Project, an 11-mile extension of the San Diego Trolley extending the Trolley Blue Line service from the Santa Fe Depot in Downtown San Diego north to the University City community, in the City of San Diego, San Diego County, California, and all uses necessary, incidental or convenient thereto (“Project”). Section 132354 of the California Public Utilities Code authorizes SANDAG to acquire by eminent domain property necessary for such purposes.

SECTION 3. Description of Property. Attached and marked as Exhibits 1-51 hereto are the legal descriptions and depictions of the following property interests required for the Project:

1. A Permanent Access Easement (Parcel No. 40216-1) in portions of the real property bearing Assessor’s Parcel Number 344-280-08-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 1;

2. A Permanent Access Easement (Parcel No. 40216-2) in portions of the real property bearing Assessor’s Parcel Number 344-280-08-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 2;

3. A Permanent Aerial Easement (Parcel No. 40216-3) in portions of the real property bearing Assessor’s Parcel Number 344-280-08-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 3;

4. A Permanent Column Easement (Parcel No. 40216-4) in portions of the real property bearing Assessor’s Parcel Number 344-280-08-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 4;

5. A Permanent Utility Easement (Parcel No. 40216-5) in portions of the real property bearing Accessor’s Parcel Number 344-280-08-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 5;

6. A Temporary Construction Easement (Parcel No. 40216-6) in portions of the real property bearing Assessor’s Parcel Number 344-280-08-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 6, and as further described below in Paragraph 5;

7. A Temporary Access Easement (Parcel No. 40216-7) in portions of the real property bearing Accessor’s Parcel Number 344-280-08-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 7, and as further described below in Paragraph 6;

8. A Temporary Construction Easement (Parcel No. 40216-8) in portions of the real property bearing Assessor’s Parcel Number 344-280-08-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 8, and as further described below in Paragraph 6;
9. A Temporary Access Easement (Parcel No. 40216-9) in portions of the real property bearing Assessor’s Parcel Number 344-280-08-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 9, and as further described below in Paragraph 7;

10. A Temporary Access Easement (Parcel No. 40216-10) in portions of the real property bearing Assessor’s Parcel Number 344-280-08-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 10, and as further described below in Paragraph 8;

11. A Temporary Access Easement (Parcel No. 40216-11) in portions of the real property bearing Assessor’s Parcel Number 344-280-08-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 11, and as further described below in Paragraphs 9, 10, 11 and 12;

12. A Temporary Construction Easement (Parcel No. 40216-12) in portions of the real property bearing Assessor’s Parcel Number 344-280-08-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 12, and as further described below in Paragraph 9;

13. A Temporary Access Easement (Parcel No. 40216-13) in portions of the real property bearing Assessor’s Parcel Numbers 344-280-08-00, as described in the legal descriptions and depicted in the plat maps attached hereto as Exhibit 13, and as further described below in Paragraph 5;

14. A Permanent Access Easement (Parcel No. 40218-1) in portions of the real property bearing Accessor’s Parcel Number 344-280-19-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 14;

15. A Permanent Utility Easement (Parcel No. 40218-2) in portions of the real property bearing Accessor’s Parcel Number 344-280-19-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 15;

16. A Temporary Access Easement (Parcel No. 40218-3) in portions of the real property bearing Accessor’s Parcel Number 344-280-19-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 16, as further described below in Paragraphs 1, 2, 3 and 4;

17. A Temporary Construction Easement (Parcel No. 40218-4) in portions of the real property bearing Accessor’s Parcel Number 344-280-19-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 17, as further described below in Paragraphs 2, 3 and 4;

18. A Temporary Construction Easement (Parcel No. 40218-5) in portions of the real property bearing Accessor’s Parcel Number 344-280-19-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 18, as further described below in Paragraphs 2, 3 and 4;

19. A Temporary Access Easement (Parcel No. 40218-6) in portions of the real property bearing Accessor’s Parcel Number 344-280-19-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 19, as further described below in Paragraph 7;
20. A Temporary Construction Easement (Parcel No. 40218-7) in portions of the real property bearing Accessor’s Parcel Number 344-280-19-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 20, as further described below in Paragraph 7;

21. A Temporary Access Easement (Parcel No. 40218-8) in portions of the real property bearing Accessor’s Parcel Number 344-280-19-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 21, as further described below in Paragraph 8;

22. A Temporary Access Easement (Parcel No. 40218-9) in portions of the real property bearing Accessor’s Parcel Number 344-280-19-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 22, as further described below in Paragraphs 9, 10, 11 and 12;

23. A Temporary Construction Easement (Parcel No. 40218-10) in portions of the real property bearing Accessor’s Parcel Number 344-280-19-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 21, as further described below in Paragraph 10;

24. A Temporary Construction Easement (Parcel No. 40218-11) in portions of the real property bearing Accessor’s Parcel Number 344-280-19-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 24, as further described below in Paragraph 11;

25. A Temporary Construction Easement (Parcel No. 40218-12) in portions of the real property bearing Accessor’s Parcel Number 344-280-19-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 25, as further described below in Paragraph 11;

26. A Permanent Easement (Parcel No. 40219-1) in portions of the real property bearing Accessor’s Parcel Number 344-280-20-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 26;

27. A Permanent Access Easement (Parcel No. 40219-2) in portions of the real property bearing Accessor’s Parcel Number 344-280-20-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 27;

28. A Permanent Access Easement (Parcel No. 40219-3) in portions of the real property bearing Accessor’s Parcel Number 344-280-20-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 28;

29. A Permanent Easement (Parcel No. 40219-4) in portions of the real property bearing Accessor’s Parcel Number 344-280-20-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 29;

30. A Permanent Aerial Easement (Parcel No. 40219-5) in portions of the real property bearing Accessor’s Parcel Number 344-280-20-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 30;
31. A Permanent Utility Easement (Parcel No. 40219-6) in portions of the real property Bearing Accessor’s Parcel Number 344-280-20-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 31;

32. A Permanent Column Easement (Parcel No. 40219-7) in portions of the real property bearing Accessor’s Parcel Number 344-280-20-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 32;

33. A Temporary Access Easement (Parcel No. 40219-8) in portions of the real property bearing Accessor’s Parcel Number 344-280-20-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 33, as further described below in Paragraphs 1, 2, 3 and 4;

34. A Temporary Construction Easement (Parcel No. 40219-9) in portions of the real property bearing Accessor’s Parcel Number 344-280-20-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 34, as further described below in Paragraph 1;

35. A Temporary Construction Easement (Parcel No. 40219-10) in portions of the real property bearing Accessor’s Parcel Number 344-280-20-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 35, as further described below in Paragraphs 2, 3, and 4;

36. A Temporary Construction Easement (Parcel No. 40219-11) in portions of the real property bearing Accessor’s Parcel Number 344-280-20-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 36, as further described below in Paragraphs 2, 3, and 4;

37. A Temporary Access Easement (Parcel No. 40219-12) in portions of the real property bearing Accessor’s Parcel Number 344-280-20-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 37, as further described below in Paragraph 5;

38. A Temporary Construction Easement (Parcel No. 40219-13) in portions of the real property bearing Accessor’s Parcel Number 344-280-20-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 38, as further described below in Paragraph 5;

39. A Temporary Construction Easement (Parcel No. 40219-14) in portions of the real property bearing Accessor’s Parcel Number 344-280-20-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 39, as further described below in Paragraph 5;

40. A Temporary Access Easement (Parcel No. 40219-15) in portions of the real property bearing Accessor’s Parcel Number 344-280-20-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 40, as further described below in Paragraph 5;

41. A Temporary Access Easement (Parcel No. 40219-16) in portions of the real property bearing Accessor’s Parcel Number 344-280-20-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 41, as further described below in Paragraph 6;
42. A Temporary Construction Easement (Parcel No. 40219-17) in portions of the real property bearing Accessor’s Parcel Number 344-280-20-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 42, as further described below in Paragraph 6;

43. A Temporary Access Easement (Parcel No. 40219-18) in portions of the real property bearing Accessor’s Parcel Number 344-280-20-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 43, as further described below in Paragraph 7;

44. A Temporary Construction Easement (Parcel No. 40219-19) in portions of the real property bearing Accessor’s Parcel Number 344-280-20-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 44, as further described below in Paragraph 7;

45. A Temporary Access Easement (Parcel No. 40219-20) in portions of the real property bearing Accessor’s Parcel Number 344-280-20-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 45, as further described below in Paragraph 8;

46. A Temporary Construction Easement (Parcel No. 40219-21) in portions of the real property bearing Accessor’s Parcel Number 344-280-20-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 46, as further described below in Paragraph 8;

47. A Temporary Access Easement (Parcel No. 40219-22) in portions of the real property bearing Accessor’s Parcel Number 344-280-20-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 47, as further described below in Paragraphs 9, 10, 11 and 12;

48. A Temporary Construction Easement (Parcel No. 40219-23) in portions of the real property bearing Accessor’s Parcel Number 344-280-20-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 48, as further described below in Paragraph 9;

49. A Temporary Construction Easement (Parcel No. 40219-24) in portions of the real property bearing Accessor’s Parcel Number 344-280-20-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 49, as further described below in Paragraph 10;

50. A Temporary Construction Easement (Parcel No. 40219-25) in portions of the real property bearing Accessor’s Parcel Number 344-280-20-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 50, as further described below in Paragraph 11; and

51. A Temporary Construction Easement (Parcel No. 40219-26) in portions of the real property bearing Accessor’s Parcel Number 344-280-20-00, as described in the legal description and depicted in the plat map attached hereto as Exhibit 51, as further described below in Paragraph 12.
SECTION 4. Construction Phasing. Construction and use of the interests described above will be implemented in phases and are subject to the following limitations and restrictions:

1. Phase 1 of construction will utilize Parcel Nos. 40218-3, 40219-8, and 40219-9 for a period of eight weeks. This Phase involves creating a new right-in, right-out driveway from the commercial shopping center located at 8657 Villa La Jolla Drive, San Diego, California, commonly known as La Jolla Village Square (“La Jolla Village Square”) to and from Nobel Drive. The work includes (a) removing and replacing a portion of the sidewalk along Nobel Drive, (b) installation of new irrigation, landscaping, and electrical work, (c) revising existing hardscape to match turning movements, (d) constructing a new driveway and apron structural sections, (e) reconfiguring travel lanes, and (f) ancillary work related to the new driveway. For areas designated as Temporary Construction Easements (“TCEs”), SANDAG will have exclusive use of this area during the eight-week duration; the area will be coned-off and delineated a work zone until work is completed. The areas designated as Temporary Access Easements (“TAEs”) shall be non-exclusive access easements; the owner of La Jolla Village Square, which SANDAG understands is currently 8650 Villa La Jolla, Inc. (“Owner”) shall retain access rights in these areas. SANDAG will have exclusive use of ten parking spaces within the TCE area during the eight-week period, and the construction will result in a permanent loss of seven parking spaces (i.e., after construction, three of the ten spaces will be restored). SANDAG’s construction activities in this phase will take place only at night, between the hours of 9 p.m. and 5 a.m. Phase 1 will be constructed within the 16 weeks of Phase 2 (which consists of Phases 2A, 2B, and 2C). While Phase 1 is described as “Phase 1,” it is not linked sequentially to the other phases in the Project, and may be completed at any time prior to December 31, 2021.

2. Phase 2A of construction will utilize Parcel Nos. 40218-3, 40218-4, 40218-5, 40219-8, 40219-10, and 40219-11 for a period of four weeks. This phase involves improvements and modifications to the existing main driveway from La Jolla Village Square to Nobel Drive. The work includes (a) establishing an equipment laydown location and fenced in area, (b) removing a portion of the existing sidewalk along Nobel Drive, (c) constructing a driveway structural section (to lengthen the existing right turn lane), (d) reconfiguring travel lanes adjacent to the existing building currently housing the California Pizza Kitchen restaurant, (e) installation of new irrigation, landscaping, and electrical work, and (f) ancillary work related to these driveway modifications. For TCE areas, SANDAG will have exclusive use of portions of this area during the four-week duration; the area will be coned-off and delineated a work zone until work is completed. The areas designated as TAEs shall be non-exclusive access easements; owner shall retain access rights in these areas. SANDAG will have exclusive use of 17 parking spaces within the TCE area during the four-week period, and the construction will result in a permanent loss of 7 parking spaces (i.e., after construction of Phase 2C, 10 of the 17 spaces will be restored). SANDAG’s construction activities Phase 2A will take place only at night, between the hours of 9 p.m. and 5 a.m. Additionally, SANDAG will ensure that portions of the driveway remain open at all times. In particular, between the hours of 9 p.m. and 5 a.m., at least one entrance and one exit lane will be open at all times. Between the hours of 5 a.m. and 9 p.m., at least two entrance and two exit lanes will be open at all times. Though Phase 2A is described as part of Phase 2, note that Phase 2 is not linked sequentially to the other phases in the project (other than Phase 1, which shall occur concurrently with Phases 2A, 2B, and/or 2C), and may be completed at any time prior to December 31, 2021.
3. Phase 2B of construction will utilize Parcel Nos. 40218-3, 40218-4, 40218-5, 40219-8, 40219-10, and 40219-11 for a period of four weeks. This phase involves work related to reconfiguring the median within the main entrance to La Jolla Village Square from Nobel Drive. The work includes (a) removing the existing median, (b) removing and salvaging the existing La Jolla Village Square monument sign within the median; (c) constructing driveway structural sections, (d) reconfiguring travel lanes, (e) installation of new irrigation, landscaping, and electrical work, and (f) ancillary work related to these driveway modifications. For TCE areas, SANDAG will have exclusive use of portions of the area during the four-week duration; the area will be coned-off and delineated a work zone until work is completed. The areas designated as TAEs shall be non-exclusive access easements; owner shall retain access rights in these areas. SANDAG will have exclusive use of ten parking spaces within the TCE area during the four-week period; all ten spaces will be restored at the expiration of the TCE for Phase 2C. SANDAG’s construction activities in this Phase 2C will take place only at night, between the hours of 9 p.m. and 5 a.m. Additionally, SANDAG will ensure that portions of the driveway remain open at all times. In particular, between the hours of 9 p.m. and 5 a.m., at least one entrance and one exit lane will be open at all times. Between the hours of 5 a.m. and 9 p.m., at least two entrance and two exit lanes will be open at all times. Phase 2B will commence immediately upon completion of Phase 2A. Though Phase B is described as part of Phase 2, note that Phase 2 is not linked sequentially to the other phases in the project (other than Phase 1, which shall occur concurrently with Phases 2A, 2B, and/or 2C), and may be completed at any time prior to December 31, 2021.

4. Phase 2C of construction will utilize Parcel Nos. 40218-3, 40218-4, 40218-5, 40219-8, 40219-10, and 40219-11 for a period of eight weeks. This phase involves improvements and modifications to the existing main driveway from La Jolla Village Square to Nobel Drive. The work includes (a) removing portions of the existing sidewalk, (b) constructing a retaining/gravity wall adjacent to the existing building currently housing the Islands restaurant, (c) constructing a driveway structural section, (d) reconfiguring travel lanes to add a new right turn in lane adjacent to the existing building currently housing the Islands restaurant, (e) installation of new irrigation, landscaping, and electrical work, and (f) ancillary work related to these driveway modifications. For TCE areas, SANDAG will have exclusive use of portions of this area during the eight-week duration; the area will be coned-off and delineated a work zone until work is completed. The areas designated as TAEs shall be non-exclusive access easements; owner shall retain access rights in these areas. SANDAG will have exclusive use of ten parking spaces within the TCE area during the eight-week period; all ten spaces will be restored at the expiration of the TCE. Despite the above, note that SANDAG’s construction activities in this phase will take place only at night, between the hours of 9 p.m. and 5 a.m. Additionally, SANDAG will ensure that portions of the driveway remain open at all times. In particular, between the hours of 9 p.m. and 5 a.m., at least one entrance and one exit lane will be open at all times. Between the hours of 5 a.m. and 9 p.m., at least two entrance and two exit lanes will be open at all times. Phase 2C will commence immediately upon completion of Phase 2A. Though Phase 2C is described as part of Phase 2, note that Phase 2 is not linked sequentially to the other phases in the project (other than Phase 1, which shall occur concurrently with Phases 2A, 2B, and/or 2C), and may be completed at any time prior to December 31, 2021.

5. Phase 3 of construction will utilize Parcel Nos. 40216-6, 40216-13, 40219-12, 40219-13, 40219-14, and 40219-15 for a period of four weeks. This phase involves preparatory work in advance of constructing the viaduct and station. The work includes (a) restriping and reconfiguring portions of the existing surface parking lot, (b) establishing an equipment laydown location
and fence area, (c) removing raised parking lot islands and trees, (d) capping irrigation lines in areas of temporary drive aisles and locations where replacement parking spaces will be established, (e) installing striping for new parking spaces and travel lane configurations, and (f) ancillary work related to these driveway modifications. SANDAG will have exclusive use of this area during the four-week duration; the area will be coned-off and delineated a work zone until work is completed. The areas designated as TAEs shall be non-exclusive access easements; owner shall retain access rights in these areas. SANDAG will have exclusive use of an increasing number of parking spaces up to 175 within the TCE area during the four-week period; 116 parking spaces will be restored at the expiration of the TCE, leaving a net loss of 59 parking spaces that will exist until the parking structure being constructed in Phase 4C is opened at the conclusion of that Phase. Phase 3 will be completed no later than December 31, 2018.

6. Phase 4A of construction will utilize Parcel Nos. 40216-7, 40216-8, 40219-16 and 40219-17 for a period of 36 months. This phase involves constructing the viaduct and station. The work includes (a) installing K-rail and chain-link construction fencing along the perimeter of the TCE area, and (b) constructing the viaduct and station. SANDAG will have exclusive use of the area designated as TCEs during the 36-month duration. The areas designated as TAEs shall be non-exclusive access easements; owner shall retain access rights in these areas. SANDAG will have exclusive use of 185 parking spaces within the TCE area during the 36-month period; replacement spaces will be provided to Owner when the parking structure being constructed in Phase 4C is opened at the conclusion of that Phase. Phase 4A will be completed no later than December 31, 2021.

7. Phase 4B of construction will utilize Parcel Nos. 40216-9, 40218-6, 40218-7, 40219-18 and 40219-19 for a period of four weeks. This phase involves preparatory work in advance of constructing the parking structure. The work includes (a) restriping and reconfiguring portions of the existing surface parking lot, (b) removing raised parking lot islands and trees, (c) capping irrigation lines in areas of temporary drive aisles and locations where replacement parking spaces will be established, (d) installing striping for new parking spaces and travel lane configurations, and (e) ancillary work related to these driveway modifications. The areas designated as TCEs will be coned-off and delineated a work zone until the expiration of the TCEs. The areas designated as TAEs shall be non-exclusive access easements; owner shall retain access rights in these areas. SANDAG’s use of the TCE and TAE areas in Phase 4B shall be restricted to the hours of 9 p.m. to 5 a.m. daily. SANDAG will have exclusive use of 185 parking spaces within the TCE area during the four-week period; 19 parking spaces will be restored at the expiration of the TCE, leaving a net loss of 53 parking spaces that will exist until the parking structure being constructed in Phase 4C is opened at the conclusion of that Phase. Phase 4B shall be concurrent with Phase 4A. Phase 4B will be completed no later than November 20, 2020.

8. Phase 4C of construction will utilize Parcel Nos. 40216-10, 40218-8, 40219-20 and 40219-21 for a period of nine months. This phase involves constructing the parking structure. The work includes (a) establishing a temporary access easement, (b) installing a perimeter fence around the construction area, and (c) constructing the parking structure. The areas designated as TCEs will be fenced-off and delineated a work zone until the expiration of the TCE. The areas designated as TAEs shall be non-exclusive access easements; owner shall retain access rights in these areas. SANDAG’s construction of the parking structure in Phase 4C will result in the temporary loss of up to 210 parking spaces. At the end of Phase 4C, SANDAG shall open the parking structure to Owner for use by Owner and Owner’s customers. The portions of the
structure Owner will have access to following Phase 4C (including the surface parking under the structure) shall provide Owner with enough parking to replace (1) the 210 parking spaces taken during Phase 4C, (2) the 53 spaces taken during Phase 4B, (3) the 185 spaces taken during Phase 4A, and (4) the 59 spaces taken during Phase 3, for a minimum of 507 spaces. Phase 4C shall follow Phase 4B and shall be concurrent with Phase 4A, and it shall occur in one of these two windows of time: (i) January 7, 2019, though November 22, 2019; or (ii) January 6, 2020, through November 20, 2020.

9. Phase 5 of construction will utilize Parcel Nos. 40216-11, 40216-12, 40218-9, 40219-22, and 40219-23 for a period of eight weeks. This phase involves restriping and reconfiguration of a portion of the parking lot. The work includes (a) restriping and reconfiguration of surface parking lot, (b) constructing raised parking lot islands, (c) installing landscaping, irrigation, lights and electrical work, and (d) installing striping for new parking spaces and travel lane configuration. The areas designated as TCEs will be coned and/or fenced off and delineated a work zone until the expiration of the TCE. Owner will retain access to and use of the parking structure during this Phase. Any areas designated as TAEs shall be non-exclusive access easements; owner shall retain access rights in these areas. Any access rights granted to SANDAG to Nobel Drive shall be used only in conjunction with the parking lot modifications contemplated by this Phase, and shall not be used by heavy construction vehicles and equipment associated with construction of the guideway or station. SANDAG will have exclusive use of 40 parking spaces during the eight-week period. Phase 5 construction will not take place between November 15 of any one year and January 5 of the next year. Upon expiration of the TCE, surface parking in the TCE area will be restored to Owner. The final number of spaces in these areas is the subject of continued negotiation between SANDAG and Owner, and depends in part on Owner’s requests concerning striping pattern and parking stall size. Phase 5 will take place after Phase 4C and will be completed no later than November 15, 2021.

0. Phase 6 of construction will utilize Parcel Nos. 40216-11, 40218-9, 40218-10, 40219-22, and 40219-24 for a period of eight weeks. This phase involves restriping and reconfiguration of a portion of the parking lot. The work includes (a) restriping and reconfiguration of surface parking lot, (b) constructing raised parking lot islands, (c) installing landscaping, irrigation, lights and electrical work, and (d) installing striping for new parking spaces and travel lane configuration. The areas designated as TCEs will be coned and/or fenced off and delineated a work zone until the expiration of the TCE. Owner will retain access to and use of the parking structure during this Phase. Any areas designated as TAEs shall be non-exclusive access easements; owner shall retain access rights in these areas. Any access rights granted to SANDAG to Nobel Drive shall be used only in conjunction with the parking lot modifications contemplated by this Phase, and shall not be used by heavy construction vehicles and equipment associated with construction of the guideway or station. SANDAG will have exclusive use of 105 parking spaces during the eight-week period. Phase 6 construction will not take place between November 15 of any one year and January 5 of the next year. Upon expiration of the TCE, surface parking in the TCE area will be restored to Owner. The final number of spaces in these areas is the subject of continued negotiation between SANDAG and Owner, and depends in part on Owner’s requests concerning striping pattern and parking stall size. Phase 6 will take place after Phase 4C and will be completed no later than November 15, 2021.
11. Phase 7 of construction will utilize Parcel Nos. 40216-11, 40218-9, 40218-11, 40218-12, 40219-22, and 40219-25 for a period of eight weeks. This phase involves restriping and reconfiguration of a portion of the parking lot. The work includes (a) restriping and reconfiguration of surface parking lot, (b) constructing raised parking lot islands, (c) installing landscaping, irrigation, lights and electrical work, and (d) installing striping for new parking spaces and travel lane configuration. The areas designated as TCEs will be coned and/or fenced off and delineated a work zone until the expiration of the TCE. Owner will retain access to and use of the parking structure during this Phase. Any areas designated as TAEs shall be non-exclusive access easements; owner shall retain access rights in these areas. Any access rights granted to SANDAG to Nobel Drive shall be used only in conjunction with the parking lot modifications contemplated by this Phase, and shall not be used by heavy construction vehicles and equipment associated with construction of the guideway or station. SANDAG will have exclusive use of 166 parking spaces during the eight-week period. Phase 7 construction will not take place between November 15 of any one year and January 5 of the next year. Upon expiration of the TCE, surface parking in the TCE area will be restored to Owner. The final number of spaces in these areas is the subject of continued negotiation between SANDAG and Owner, and depends in part on Owner’s requests concerning striping pattern and parking stall size. Phase 7 will take place after Phase 4C and will be completed no later than November 15, 2021.

12. Phase 8 of construction will utilize Parcel Nos. 40216-11, 40218-9, 40219-22, and 40219-26 for a period of eight weeks. This phase involves restriping and reconfiguration of a portion of the parking lot. The work includes (a) restriping and reconfiguration of surface parking lot, (b) constructing raised parking lot islands, (c) installing landscaping, irrigation, lights and electrical work, and (d) installing striping for new parking spaces and travel lane configuration. The areas designated as TCEs will be coned and/or fenced off and delineated a work zone until the expiration of the TCE. Owner will retain access to and use of the parking structure during this Phase, and Owner will also be provided with pedestrian access from the parking lot to the building currently housing the California Pizza Kitchen restaurant. Any areas designated as TAEs shall be non-exclusive access easements; owner shall retain access rights in these areas. Any access rights granted to SANDAG to Nobel Drive shall be used only in conjunction with the parking lot modifications contemplated by this Phase, and shall not be used by heavy construction vehicles and equipment associated with construction of the guideway or station. SANDAG will have exclusive use of 87 parking spaces during the eight-week period. Phase 8 construction will not take place between November 15 of any one year and January 5 of the next year. Upon expiration of the TCE, surface parking in the TCE area will be restored to Owner. The final number of spaces in these areas is the subject of continued negotiation between SANDAG and Owner, and depends in part on Owner’s requests concerning striping pattern and parking stall size. Phase 8 will take place after Phase 4C and will be completed no later than November 15, 2021.

13. The final configuration of both the surface lot and parking structure has not yet been determined. That final design depends in part on Owner’s requests concerning striping pattern and parking stall size. SANDAG agrees that at the end of construction, Owner will be left with at least the equivalent of an equal number of parking spaces as Owner possessed before construction began, assuming parking stalls of at least 8 feet, 6 inches wide and 18 feet long. Owner’s requests concerning final parking lot configuration could result in fewer actual parking stalls.
14. For each of the temporary rights described in this Resolution of Necessity, and except as expressly set forth above, the commencement date of SANDAG’s rights within any TCE or TAE area shall commence seven days after SANDAG provides Owner with written notice of its intention to commence work within such TCE or TAE area(s).

SECTION 5. Permanent Property Rights. The permanent easements described above shall include the following rights and limitations:

1. Permanent Access Easement to access and maintain traction power substation, utilizing Parcel Nos. 40216-1, 40216-2, 40219-2, and 40219-3. SANDAG’s rights in this area are described more fully in Exhibit 52 attached hereto.

2. Permanent Column Easement for columns supporting the Project’s guideway, utilizing Parcel Nos. 40216-4 and 40219-7. SANDAG’s rights in this area are described more fully in Exhibit 53 attached hereto.

3. Permanent Parking Structure Easement for the parking structure, utilizing Parcel No. 40219-4. SANDAG’s rights in this area are described more fully in Exhibit 54 attached hereto.

4. Permanent Guideway Aerial Easement for the guideway, utilizing Parcel Nos. 40216-3 and 40219-5. SANDAG’s rights in this area are described more fully in Exhibit 55 attached hereto.

5. Permanent Station Easement for the Project station, utilizing Parcel No. 40219-1. SANDAG’s rights in this area are described more fully in Exhibit 56 attached hereto.

6. Permanent Utility Easement for underground utilities, utilizing Parcel Nos. 40216-5, 40218-2, and 40219-6. SANDAG’s rights in this area are described more fully in Exhibit 57 attached hereto.

7. Permanent Access Easement for non-exclusive access rights for both SANDAG and the public, utilizing Parcel Nos. 40218-1 and 40219-3. SANDAG’s rights in this area are described more fully in Exhibit 58 hereto.

To assist in understanding the various interests SANDAG is acquiring and the relationship among those interests, Exhibit 59 contains a general depiction of the temporary and permanent interests. To the extent there is a conflict between Exhibit 59 and either (a) the formal plats and legals (Exhibits 1-51), (b) the narrative descriptions contained in Section 4, and/or (c) the exhibits describing the permanent acquisitions (Exhibits 52-58), those other documents and descriptions shall control.

SECTION 6. Findings. Based upon the evidence presented at the hearing, SANDAG hereby finds and determines each of the following:

(a) The public interest and necessity require the proposed project;

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

(c) The property interests described in Exhibits “1” through “51”, and as further described and limited in this resolution of necessity and the accompanying exhibits, are necessary for the proposed project; and
(d) The offer required by section 7267.2 of the California Government Code was made to the owner or owners of record, or the offer has not been made because the owner(s) cannot be located with reasonable diligence.

**SECTION 7.** Use Not Unreasonably Interfering with Existing Public Use(s). Some or all of the real property to be acquired may be subject to easements and rights-of-way appropriated to existing public uses. In the event the use or uses will not unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, counsel for SANDAG is authorized to acquire the real property subject to such existing public use(s) pursuant to section 1240.510 of the California Code of Civil Procedure.

**SECTION 8.** More Necessary Public Use. Some or all of the real property to be acquired may be devoted to other public uses or easements and rights-of-way appropriated to existing public uses. To the extent that the herein described use or uses will unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, SANDAG finds and determines that the herein described use or uses are more necessary than said existing public use. Counsel for SANDAG is authorized to acquire the real property appropriated to such existing public use(s) pursuant to section 1240.610 of the California Code of Civil Procedure. Staff is further authorized to make such improvements to the real property being acquired that it determines is reasonably necessary to mitigate any adverse impact upon the existing public use.

**SECTION 9.** Further Activities. Counsel for SANDAG is hereby authorized to file legal proceedings necessary to acquire the hereinabove described real property in the name of and on behalf of SANDAG by eminent domain, and counsel is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Legal counsel is further authorized to take such steps as may be authorized and required by law, and to make such deposits as may be required by order of court, to permit SANDAG to take possession of and use said real property at the earliest possible time. Counsel is further authorized to correct any errors or to make or agree to non-material changes in the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transaction required to acquire the subject real property. Counsel is further authorized to reduce or modify the extent of the interests or property to be acquired so as to reduce the compensation payable in the action where such change would not substantially impair the construction and operation for the project for which the real property is being acquired.

PASSED AND ADOPTED this 22nd day of September 2017.

______________________________
CHAIR

______________________________
SECRETARY

ATTEST:

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, San Diego Unified Port District, San Diego County Water Authority, Southern California Tribal Chairmen's Association, and Mexico.
EXHIBIT “A”
LEGAL DESCRIPTION

PERMANENT EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-08-00
MCCTP PARCEL No: 40216-1

ALL THAT PORTION OF PARCEL 3 OF PARCEL MAP NUMBER 8363 RECORDED ON JANUARY 30, 1979 IN THE BOOK OF PARCEL MAPS OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 3 PER SAID PARCEL MAP 8363 THENCE SOUTH 7° 37' 05" WEST (SOUTH 7° 36' 40" WEST RECORD) ALONG THE EASTERLY LINE OF SAID PARCEL 3 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 207.58 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EASTERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF SOUTH 7° 37' 05" WEST (SOUTH 7° 36' 40" WEST) FOR A DISTANCE OF 40.00 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 3 ALONG A LINE HAVING A BEARING OF NORTH 82° 16' 26" WEST FOR A DISTANCE OF 27.26 FEET; THENCE NORTH 7° 43' 34" EAST FOR A DISTANCE OF 40.00 FEET; THENCE SOUTH 82° 16' 26" EAST FOR A DISTANCE OF 27.18 FEET RETURNING TO THE TRUE POINT OF BEGINNING.

THIS DESCRIPTION CONTAINS 1,089 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 14492.

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.

ANDREW P. ZIEMNIAK – PLS 6133
LICENSE EXPIRATION: 3-31-2018

DATED 8-25-2017
PARCEL 1
PM 15965
344-280-20

PARCEL 3
PM 8363
344-280-08

COMMENCING POINT

EXISTING ACCESS CONTROL

WATER EASEMENT TO
CITY OF SAN DIEGO
REC. NO. 05-03-1994 AS
INST. NO. 94-029561, OR.

WATER EASEMENT
REC. NO. 05-03-1994 AS
INST. NO. 94-029561, OR.

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 1,089 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER RDS 14492.

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OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40216-1

DESCRIPTION:
PORTION OF PARCEL 3
OF PARCEL MAP 8363

MID-COAST CORRIDOR TRANSIT PROJECT

SCALE: 1" = 50'

DRAFTED: AB

CHECKED: AZ

DATE PREPARED: 06/25/2017

DE DOKKEN
ENGINEERING

5675 RUNFORD ROAD
SUITE 250
SAN DIEGO, CA 92123
(619) 260-8377
PERMANENT EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-08-00
MCCTP PARCEL No: 40216-2

ALL THAT PORTION OF PARCEL 3 OF PARCEL MAP NUMBER 8363 RECORDED ON JANUARY 30, 1979 IN THE BOOK OF PARCEL MAPS OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 3 PER SAID PARCEL MAP 8363 THENCE NORTH 82° 23' 11" WEST (NORTH 82° 22' 33" WEST RECORD) ALONG THE NORTHERLY LINE OF SAID PARCEL 3 ALSO BEING THE SOUTHERLY LINE OF PARCEL 1 PER PARCEL MAP 15965, RECORDED AS FILE NO. 90-053631 ON JANUARY 30, 1990 OF OFFICIAL RECORDS, A COPY IS ON FILE IN THE OFFICE OF THE COUNTY OF SAN DIEGO RECORDER FOR A DISTANCE OF 29.17 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING THE NORTHERLY LINE OF PARCEL 3 ALONG A LINE HAVING A BEARING OF SOUTH 7° 12' 55" WEST FOR A DISTANCE OF 40.79 FEET; THENCE SOUTH 82° 47' 00" EAST FOR A DISTANCE OF 2.01 FEET; THENCE SOUTH 7° 43' 34" WEST FOR A DISTANCE OF 207.72 FEET; THENCE NORTH 81° 56' 12" WEST FOR A DISTANCE OF 24.00 FEET; THENCE NORTH 7° 43' 34" EAST FOR A DISTANCE OF 188.11 FEET; THENCE NORTH 3° 31' 16" WEST FOR A DISTANCE OF 9.88 FEET; THENCE NORTH 7° 12' 55" EAST FOR A DISTANCE OF 50.50 FEET TO A POINT ON THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 ALSO BEING THE SOUTHERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965; THENCE SOUTH 82° 23' 11" EAST (SOUTH 82° 22' 33" EAST RECORD) ALONG THE NORTHERLY LINE OF PARCEL 3 FOR A DISTANCE OF 24.00 FEET RETURNING TO THE TRUE POINT OF BEGINNING.

THIS DESCRIPTION CONTAINS 5,990 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 14492.

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.

ANDREW P. ZIEMNIAK — PLS 6133
LICENSE EXPIRATION: 3-31-2018
DATED 8-25-2017
EXHIBIT "B"

LEGEND:
T.P.O.B. TRUE POINT OF BEGINNING

TOTAL AREA = 5,990 SQUARE FEET

NOTES:
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6, EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207" AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

DESCRIPTION:
PORTION OF PARCEL 3 OF PARCEL MAP 8363

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40216-2

MID-COAST CORRIDOR TRANSIT PROJECT

SCALE:
1" = 50'

DRAFTED:
AB

CHECKED:
AZ

DATE PREPARED:
08/25/2017

5675 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123
(858) 514-8377
EXHIBIT “A”
LEGAL DESCRIPTION

PERMANENT EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-08-00
MCCTP PARCEL No: 40216-3

ALL THAT PORTION OF PARCEL 3 OF PARCEL MAP NUMBER 8363 RECORDED ON JANUARY 30, 1979 IN THE BOOK OF PARCEL MAPS OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE TRUE POINT OF BEGINNING, BEING THE NORTHEAST CORNER OF PARCEL 3 PER SAID PARCEL MAP 8363; THENCE SOUTH 7° 37’ 05” WEST (SOUTH 7° 36’ 40” WEST RECORD) ALONG THE EASTERLY LINE OF PARCEL 3 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 8363 FOR A DISTANCE OF 121.05 FEET TO A POINT OF BEGINNING OF A 825.25 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A BEGINNING RADIAL BEARING OF SOUTH 79° 33’ 27” WEST FROM THE RADIUS POINT; THENCE ALONG THE ARC OF SAID 825.25 FOOT RADIUS CURVE IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 111.32 FEET THROUGH A CENTRAL ANGLE OF 7° 43’ 44” TO THE BEGINNING OF A 1100.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE ALONG THE ARC OF SAID 1100.00 FOOT RADIUS CURVE IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 13.41 FEET THROUGH A CENTRAL ANGLE OF 00° 41’ 55” TO A POINT ON THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 ALSO BEING THE SOUTH LINE OF PARCEL 1 PER PARCEL MAP 15965, RECORDED AS FILE NO. 90-053631 ON JANUARY 30, 1990 OF OFFICIAL RECORDS, A COPY IS ON FILE AT THE OFFICE OF THE COUNTY OF SAN DIEGO RECORDER; THENCE SOUTH 82° 23’ 11” EAST (SOUTH 82° 22’ 33” EAST RECORD) FOR A DISTANCE OF 29.60 FEET ALONG THE NORTH LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 ALSO BEING THE SOUTH LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 RETURNING TO THE TRUE POINT OF BEGINNING.

THIS DESCRIPTION CONTAINS 1,986 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 14492.

Page 1 of 2
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.

ANDREW P. ZIEMNIK – PLS 6133
LICENSE EXPIRATION: 3-31-2018
DATED 8-25-2017
PARCEL 1
PM 15965
344-280-20

PARCEL 3
PM 8363
344-280-08

WATER EASEMENT PER DEED RECORDED
12/08/1978, INST. NO. 78-529152, O.R.

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 1,986 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

DESCRIPTION:
PORTION OF PARCEL 3
OF PARCEL MAP 8363

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40216-3

MID-COAST CORRIDOR TRANSIT PROJECT

SCALE: 1" = 50'
DRAFTED: AB
CHECKED: AZ
DATE PREPARED: 08/25/2017

4850 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123
(858) 514-8377

EXHIBIT "B"
EXHIBIT “A”
LEGAL DESCRIPTION

PERMANENT EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-08-00
MCCTP PARCEL No: 40216-4

ALL THAT PORTION OF PARCEL 3 OF PARCEL MAP NUMBER 8363 RECORDED ON JANUARY 30, 1979 IN THE BOOK OF PARCEL MAPS OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 3 PER SAID PARCEL MAP 8363 THENCE SOUTH 7° 37’ 05” WEST (SOUTH 7° 36’ 40” WEST RECORD) ALONG THE EASTERLY LINE OF SAID PARCEL 3 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 17.18 FEET; THENCE LEAVING THE EASTERLY LINE OF SAID PARCEL 3 ALONG A LINE HAVING A BEARING OF NORTH 82° 22’ 55” WEST FOR A DISTANCE OF 4.35 FEET TO A POINT OF A 4.00 FOOT RADIUS CIRCULAR CURVE AND BEING THE TRUE POINT OF BEGINNING, SAID 4.00 FOOT RADIUS CIRCULAR CURVE HAS A BEGINNING RADIAL BEARING OF SOUTH 82° 22’ 55” EAST FROM THE RADIUS POINT; THENCE ALONG THE ARC OF SAID 4.00 FOOT RADIUS CURVE IN A SOUTHWESTERLY CIRCULAR DIRECTION FOR A DISTANCE OF 25.13 FEET THROUGH A CENTRAL ANGLE OF 360° 00’ 00” RETURNING TO THE TRUE POINT OF BEGINNING.

THIS DESCRIPTION CONTAINS 51 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 T4492.

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.

ANDREW P. ZIEMNIAK – PLS 6133
LICENSE EXPIRATION: 3-31-2018
DATED 8-25-2017

NO. 6133
EXP. 03/31/18
STATE OF CALIFORNIA
EXHIBIT "B"

PARCEL 1
PM 15965
344–280–20

PARCEL 3
PM 8363
344–280–08

COMMENCING POINT
S07°37'05"W
17.18'

N82°22'55"W
8.35'

T.P.O.B.

PARCEL NUMBER:
40216–4

OWNER:
8650 VILLA LA JOLLA INC

DESCRIPTION:
PORTION OF PARCEL 3
OF PARCEL MAP 8363

LEGEND:
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 51 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS–207"
AND "GPS–251" BEING N12°06'48"W, PER ROS 14492.

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SCALE: 1" = 20'
DRAFTED: AB
CHECKED: AZ
DATE PREPARED: 08/25/2017
EXHIBIT "A"
LEGAL DESCRIPTION

PERMANENT EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-08-00
MCCTP PARCEL No: 40216-5

ALL THAT PORTION OF PARCEL 3 OF PARCEL MAP NUMBER 8363 RECORDED ON JANUARY 30, 1979 IN THE BOOK OF PARCEL MAPS OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 3 PER SAID PARCEL MAP 8363 THENCE NORTH 82° 23’ 11" WEST (NORTH 82° 22’ 33" WEST RECORD) ALONG THE NORTHERLY LINE OF PARCEL 3 ALSO BEING THE SOUTHERLY LINE OF PARCEL 1 PER PARCEL MAP 15965 RECORDED AS FILE NO. 90-053631 ON JANUARY 30, 1990 OF OFFICIAL RECORDS, A COPY OF WHICH IS ON FILE AT THE SAN DIEGO COUNTY RECORDERS OFFICE FOR A DISTANCE OF 23.18 FEET TO THE TRUE POINT OF BEGINNING AND THE BEGINNING OF A NON-TANGENT 497.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST AND HAVING A BEGINNING RADIAL BEARING OF SOUTH 88° 33’ 15" WEST FROM THE RADIUS POINT; THENCE LEAVING THE NORTHERLY LINE OF SAID PARCEL 3 ALONG THE ARC OF SAID 497.00 FOOT RADIUS CURVE IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 59.57 FEET THROUGH A CENTRAL ANGLE OF 6° 52’ 00” TO THE BEGINNING OF A TANGENT LINE; THENCE SOUTH 8° 18’ 45” EAST FOR A DISTANCE OF 37.51 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL 3 AND BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 8363; THENCE SOUTH 7° 37’ 05” WEST (SOUTH 7° 36’ 40” WEST RECORD) ALONG THE EASTERLY LINE OF SAID PARCEL 3 AND BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 8363 FOR A DISTANCE OF 21.86 FEET; THENCE LEAVING THE EASTERLY LINE OF SAID PARCEL 3 ALONG A LINE HAVING A BEARING OF NORTH 8° 18’ 45” WEST FOR A DISTANCE OF 58.54 FEET TO THE BEGINNING OF A 503.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE ALONG THE ARC OF THE 503.00 FOOT RADIUS CURVE IN A NORTHWESTERLY DIRECTION FOR A DISTANCE 61.24 FEET THROUGH A CENTRAL ANGLE OF 6° 58’ 32” TO A NON-TANGENT POINT ON THE NORTHERLY LINE OF SAID PARCEL 3 ALSO BEING THE SOUTHERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965; THENCE SOUTH 82° 23’ 11” EAST (SOUTH 82° 22’ 33” EAST RECORD) ALONG THE NORTHERLY LINE OF PARCEL 3 ALSO BEING THE SOUTHERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 FOR A DISTANCE OF 6.07 FEET RETURNING TO THE TRUE POINT OF BEGINNING.
THIS DESCRIPTION CONTAINS 651 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 14492.

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.

ANDREW P. ZIEMNIAK – PLS 6133
LICENSE EXPIRATION: 3-31-2018
DATED 8-25-2017
LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 651 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROSS 14492.

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EXHIBIT “A”
LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-08-00
MCCTP PARCEL No: 40216-6

ALL THAT PORTION OF PARCEL 3 OF PARCEL MAP NUMBER 8363Recorded on January 30, 1979 in the Book of Parcel Maps of the Official Records in the Office of the San Diego County Recorder, all being in the City of San Diego, County of San Diego, State of California, more particularly described as follows:

PARCEL 1

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 3 PER SAID PARCEL MAP 8363 THENCE SOUTH 7° 37’ 05” WEST (SOUTH 7° 36’ 40” WEST RECORD) ALONG THE EASTERLY LINE OF SAID PARCEL 3, ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 8363 FOR A DISTANCE OF 6.34 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 3 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A LINE HAVING A BEARING OF NORTH 82° 22’ 55” WEST FOR A DISTANCE OF 53.99 FEET TO THE TRUE POINT OF BEGINNING 1; THENCE SOUTH 7° 48’ 29” WEST FOR A DISTANCE OF 31.57 FEET; THENCE NORTH 82° 11’ 31” WEST FOR A DISTANCE OF 8.82 FEET; THENCE NORTH 66° 33’ 50” EAST FOR A DISTANCE OF 43.86 FEET RETURNING TO THE TRUE POINT OF BEGINNING 1.

PARCEL 2

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 3 PER SAID PARCEL MAP 8363 THENCE SOUTH 7° 37’ 05” WEST (SOUTH 7° 36’ 40” WEST RECORD) ALONG THE EASTERLY LINE OF SAID PARCEL 3, ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 8363 FOR A DISTANCE OF 73.91 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 3 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A LINE HAVING A BEARING OF NORTH 82° 22’ 55” WEST FOR A DISTANCE OF 54.21 FEET TO THE TRUE POINT OF BEGINNING 2; THENCE SOUTH 7° 48’ 29” WEST FOR A DISTANCE OF 4.70 FEET; THENCE SOUTH 14° 51’ 44” EAST FOR A DISTANCE OF 11.26 FEET; THENCE SOUTH 66° 35’ 32” WEST FOR A DISTANCE OF 18.69 FEET; THENCE NORTH 7° 43’ 35” EAST FOR A DISTANCE OF 12.02 FEET; THENCE NORTH 25° 03’ 06” WEST FOR A DISTANCE OF 3.71 FEET; THENCE SOUTH 69° 16’ 59” WEST FOR A DISTANCE OF 15.34 FEET; THENCE north 7° 43’ 35” EAST FOR A DISTANCE OF
16.97 FEET; THENCE SOUTH 82° 11’ 31” EAST FOR A DISTANCE OF 27.18 FEET RETURNING TO THE TRUE POINT OF BEGINNING 2.

THIS DESCRIPTION CONTAINS 1,236 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 14492.

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.

ANDREW P. ZIEMNIAK – PLS 6133
LICENSE EXPIRATION: 3-31-2018
DATED 8-25-2017
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**LEGEND**

T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA: 1,236 SQUARE FEET

**NOTES**

1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6, EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207" AND "GPS-251" BEING N12°06'48"W, PER RO8 14492.

**DESCRIPTION:**
PORTION OF PARCEL 3
OF PARCEL MAP 8363

**OWNER:**
8650 VILLA LA JOLLA INC

**PARCEL NUMBER:**
40216-6

**MID-COAST CORRIDOR TRANSIT PROJECT**

**SCALE:**
1" = 50'

**DRAFTED:**
AB

**CHECKED:**
AZ

**DATE PREPARED:**
08/25/2017
EXHIBIT “A”
LEGAL DESCRIPTION

TEMPORARY ACCESS EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-08-00
MCCTP PARCEL No: 40216-7

ALL THAT PORTION OF PARCEL 3 OF PARCEL MAP NUMBER 8363 RECORDED ON JANUARY 30, 1979 IN THE BOOK OF PARCEL MAPS OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 3 PER SAID PARCEL MAP 8363 THENCE NORTH 00° 39' 22” WEST (NORTH 00° 38’ 44” WEST RECORD) ALONG THE WESTERLY LINE OF SAID PARCEL 3 PER SAID PARCEL MAP 8363, ALSO BEING THE EASTERLY LINE OF PARCEL 1 PER PARCEL MAP 15965 RECORDED AS DOCUMENT 90-053631 ON JANUARY 30, 1990 O.R. A COPY IS ON FILE AT THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, FOR A DISTANCE OF 25.75 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID PARCEL 3 PER SAID PARCEL MAP 8363, ALSO BEING THE EASTERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 ALONG A BEARING OF NORTH 00° 39' 22” WEST (NORTH 00° 38’ 44” WEST RECORD) FOR A DISTANCE OF 22.00 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 8363 ALONG A LINE HAVING A BEARING OF NORTH 89° 23' 16” EAST FOR A DISTANCE OF 289.73 FEET; THENCE NORTH 59° 45’ 03” EAST FOR A DISTANCE OF 71.02 FEET; THENCE NORTH 7° 43’ 35” EAST FOR A DISTANCE OF 11.26 FEET; THENCE NORTH 7° 48’ 29” EAST FOR A DISTANCE OF 40.70 FEET; THENCE SOUTH 82° 11’ 31” EAST FOR A DISTANCE OF 12.04 FEET; THENCE SOUTH 7° 17’ 33” EAST FOR A DISTANCE OF 62.63 FEET; THENCE SOUTH 7° 43’ 35” WEST FOR A DISTANCE OF 397.72 FEET; THENCE SOUTH 89° 23’ 16” WEST FOR A DISTANCE OF 367.32 FEET RETURNING TO THE TRUE POINT OF BEGINNING.

THIS DESCRIPTION CONTAINS 19,323 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 14492.
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.

ANDREW P. ZIEMNIAK — PLS 6133
LICENSE EXPIRATION: 3-31-2018
DATED 8-25-2017
WATER EASEMENT PER DEED
REC. 12/08/1978 AS INST.
NO. 78-529152, O.R.

PARCEL 3
PM 8363
344-280-08

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<td>367.32’</td>
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T.P.O.B. TRU POINT OF BEGINNING
COMMENCING POINT

T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 19,323 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06’48”W, PER ROS 14492.

DESCRIPTION:
PORTION OF PARCEL 3
OF PARCEL MAP 8363

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40216-7

MID-COAST CORRIDOR TRANSIT PROJECT

DOKKEN ENGINEERING

SCALE:
1” = 40’

DRAFTED:
AB

CHECKED:
AZ

DATE PREPARED:
08/25/2017
MATCH LINE SEE SHEET 3

WATER EASEMENT TO CITY OF SAN DIEGO
REC. 05/03/1994
AS INST. NO.
94-0295261, O.R.

WATER EASEMENT PER DEED
REC. 12/08/1978 AS INST.
NO. 78-529152, O.R.

15' SEWER, OPEN SPACE,
PEDESTRIAN & NON-MOTOR
VEHICULAR EASEMENT
GRANTED PER MAP 6985

PARCEL 3
PM 8363
344-280-08

LINE TABLE

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<td>L10</td>
<td>367.32'</td>
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LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 19,323 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

DESCRIPTION:
PORTION OF PARCEL 3
OF PARCEL MAP 8363

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40216-7

MID-COAST CORRIDOR TRANSIT PROJECT

SCALE:
1" = 40'

DRAFTED:
AB

CHECKED:
AZ

DATE PREPARED:
08/25/2017
WATER EASEMENT PER DEED
REC. 12/08/1978 AS INST. NO. 78-529152, O.R.

LINE TABLE

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<tr>
<td>L9</td>
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PARCEL 3
PM 8363
344-280-08

WATER EASEMENT TO CITY OF SAN DIEGO
REC. 05/03/1994
AS INST. NO. 94-0295261, O.R.

LEGEND
T.P.O.B.  TRUE POINT OF BEGINNING
TOTAL AREA = 19,323 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6, EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207" AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.
EXHIBIT “A”
LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-08-00
MCCTP PARCEL No: 40216-8

ALL THAT PORTION OF PARCEL 3 OF PARCEL MAP NUMBER 8363 RECORDED ON JANUARY 30, 1979 IN THE BOOK OF PARCEL MAPS OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE TRUE POINT OF BEGINNING BEING THE NORTHEAST CORNER OF PARCEL 3 ALSO BEING THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 8363; THENCE SOUTH 7° 37’ 05” WEST ALONG THE EASTERLY LINE OF PARCEL 3 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 8363 FOR A DISTANCE OF 361.84 FEET (SOUTH 7° 36’ 40” WEST, 361.52 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF PARCEL 3 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 8363 ALONG A BEARING OF SOUTH 8° 24’ 41” WEST FOR A DISTANCE OF 157.88 FEET (SOUTH 8° 22’ 16” EAST, 158.09 FEET RECORD) TO THE SOUTHEAST CORNER OF PARCEL 3 PER SAID PARCEL MAP 8363; THENCE SOUTH 89° 20’ 42” WEST ALONG THE SOUTH LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 ALSO BEING THE NORTHERLY LINE OF VILLA LA JOLLA UNIT 4 LOT 10 PER SUBDIVISION MAP 6985, RECORDED AS FILE NO. 152208 ON JULY 14, 1971, A COPY IS ON FILE AT THE COUNTY OF SAN DIEGO RECORDERS OFFICE, FOR A DISTANCE OF 21.06 FEET; THENCE LEAVING THE SOUTHERLY LINE OF PARCEL 3 PER PARCEL MAP 8363 ALSO BEING THE NORTHERLY LINE OF LOT 10 PER SAID SUBDIVISION MAP 6985 ALONG A LINE HAVING A BEARING OF NORTH 00° 33’ 54” WEST FOR A DISTANCE OF 0.15 FEET; THENCE NORTH 7° 43’ 35” EAST FOR A DISTANCE OF 30.25 FEET; THENCE SOUTH 82° 16’ 25” EAST FOR A DISTANCE OF 16.00 FEET; THENCE NORTH 7° 43’ 35” EAST FOR A DISTANCE OF 209.93 FEET; THENCE NORTH 82° 16’ 25” WEST FOR A DISTANCE OF 16.00 FEET; THENCE NORTH 7° 43’ 35” EAST FOR A DISTANCE OF 157.55 FEET; THENCE NORTH 7° 17’ 33” WEST FOR A DISTANCE OF 62.63 FEET; THENCE NORTH 82° 11’ 31” WEST FOR A DISTANCE OF 30.79 FEET; THENCE NORTH 7° 48’ 29” EAST FOR A DISTANCE OF 37.84 FEET TO A POINT ON THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 ALSO BEING THE SOUTHERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965; THENCE ALONG THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 ALSO BEING THE SOUTHERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 82° 23’ 11” EAST FOR A DISTANCE OF 72.72 FEET RETURNING TO THE TRUE POINT OF BEGINNING.
THIS DESCRIPTION CONTAINS 12,376 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 14492.

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.

ANDREW P. ZIEMNIAK – PLS 6133
LICENSE EXPIRATION: 3-31-2018
DATED 8-25-2017
PARCEL 1
PM 15965
344-280-20

WATER EASEMENT PER DEED
REC. 12/08/1978 AS INST.
NO. 78-529152, O.R.

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PARCEL 3
PM 8363
344-280-08

WATER EASEMENT
TO CITY OF SAN DIEGO
REC. 05/03/1994
AS INST. NO.
94-0295261, O.R.

DESCRIPTION:
PORTION OF PARCEL 3
OF PARCEL MAP 8363

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40216-B

LEGEND:
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 12,376 SQUARE FEET

NOTES:
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

MID-COAST CORRIDOR TRANSIT PROJECT

SCALE:
1" = 40'
DRAFTED:
AB
CHECKED:
AZ
DATE PREPARED:
08/25/2017
EXHIBIT "B"

MATCH LINE SEE SHEET 1

WATER EASEMENT TO CITY OF SAN DIEGO
REC. 05/03/1994 AS INST. NO. 94-0295261, O.R.

WATER EASEMENT PER DEED
REC. 12/08/1978 AS INST. NO. 78-529152, O.R.

15' SEWER, OPEN SPACE,
PEDESTRIAN & NON-MOTOR
VEHICULAR EASEMENT
GRANTED PER MAP 6985

PARCEL 3
PM 8363
344-280-08

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 12,376 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

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<td>L10</td>
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<td>N07°43'35&quot;E</td>
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DESCRIPTION:
PORTION OF PARCEL 3
OF PARCEL MAP 8363

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40216-8

MID-COAST CORRIDOR TRANSIT PROJECT

DOKKEN
ENGINEERING

5676 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123

(858) 514-8377

SHEET 2 OF 2

SCALE: 1" = 40'

DRAFTED:
AB

CHECKED:
AZ

DATE PREPARED:
08/25/2017
EXHIBIT 9
EXHIBIT “A”
LEGAL DESCRIPTION

TEMPORARY ACCESS EASEMENT
ASSSESSOR PARCEL NUMBER: 344-280-08-00
MCCTP PARCEL No: 40216-9

ALL THAT PORTION OF PARCEL 3 OF PARCEL MAP NUMBER 8363Recorded on January 30, 1979 in the Book of Parcel Maps of the Official Records in the Office of the San Diego County Recorder, all being in the City of San Diego, County of San Diego, State of California, more particularly described as follows:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 3 PER SAID PARCEL MAP 8363 THENCE NORTH 82° 23’ 11” WEST (NORTH 82° 22’ 33” WEST RECORD) ALONG THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 ALSO BEING THE SOUTHERLY LINE OF PARCEL 1 PER PARCEL MAP 15965 RECORDED AS FILE NO. 90-053631 O.R. ON JANUARY 30 1990 A COPY IS ON FILE IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, FOR A DISTANCE OF 91.47 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING THE NORTHERLY LINE OF PARCEL 3 ALONG A LINE HAVING A BEARING OF SOUTH 7° 48’ 29” WEST FOR A DISTANCE OF 37.78 FEET; THENCE SOUTH 82° 11’ 31” EAST FOR A DISTANCE OF 37.50 FEET; THENCE SOUTH 7° 48’ 29” WEST FOR A DISTANCE OF 36.00 FEET; THENCE NORTH 82° 11’ 31” WEST FOR A DISTANCE 55.50 FEET; THENCE NORTH 7° 48’ 29” EAST FOR A DISTANCE OF 73.72 FEET TO A POINT ON THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 ALSO BEING THE SOUTHERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965; THENCE SOUTH 82° 23’ 11” EAST (SOUTH 82° 22’ 33” EAST RECORD) ALONG THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 ALSO BEING THE SOUTHERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 FOR A DISTANCE OF 18.00 FEET RETURNING TO THE TRUE POINT OF BEGINNING.

THIS DESCRIPTION CONTAINS 2,678 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.14492.

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.

ANDREW P. ZIEMNIAK – PLS 6133
LICENSE EXPIRATION: 3-31-2018

DATED 8-25-2017
EXHIBIT "B"

PARCEL 1
PM 15965
344-280-20

T.P.O.B.
N82°23'11"W
91.47'

L1
37.78' S07°48'29"W
L2
37.50' S82°11'31"E
L3
36.00' S07°48'29"W
L4
55.50' N82°11'31"W
L5
73.72' N07°48'29"W
L6
18.00' S82°23'11"E

COMMENCING POINT

WATER EASEMENT TO
CITY OF SAN DIEGO
RECO. NO. 1994
3-0259261, O.R.

WATER EASEMENT PER DEED
RECORDED
12/08/1976, INST. NO. 78-529152, O.R.

PARCEL 3
PM 8363
344-280-08

EXISTING ACCESS CONTROL

LINE TABLE

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<tr>
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<td>N07°48'29&quot;W</td>
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<tr>
<td>L6</td>
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<td>S82°23'11&quot;E</td>
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</tbody>
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LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 2,678 SQUARE FEET
NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER R6S 14492.

DESCRIPTION:
PORTION OF PARCEL 3
OF PARCEL MAP 8363

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40216-9

MID-COAST CORRIDOR TRANSIT PROJECT

DE DOKKEN
ENGINEERING

5876 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123
(858) 514-8377

SCALE: 1" = 50'
DRAFTED: AB
CHECKED: AZ
DATE PREPARED: 08/25/2017
EXHIBIT “A”
LEGAL DESCRIPTION

TEMPORARY ACCESS EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-08-00
MCCTP PARCEL No: 40216-10

ALL THAT PORTION OF PARCEL 3 OF PARCEL MAP NUMBER 8363 RECORDED ON JANUARY 30, 1979 IN THE BOOK OF PARCEL MAPS OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 3 PER SAID PARCEL MAP 8363 THENCE NORTH 82° 23’ 11” WEST (NORTH 82° 22’ 33” WEST RECORD) ALONG THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 ALSO BEING THE SOUTHERLY LINE OF PARCEL 1 PER PARCEL MAP 15965 RECORDED AS FILE 90-053631 OF OFFICIAL RECORDS ON JANUARY 30 1990 A COPY IS ON FILE IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, FOR A DISTANCE OF 91.47 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING THE NORTHERLY LINE OF PARCEL 3 ALONG A LINE HAVING A BEARING OF SOUTH 7° 48’ 29” WEST FOR A DISTANCE OF 37.78 FEET; THENCE SOUTH 82° 11’ 31” EAST FOR A DISTANCE OF 37.50 FEET; THENCE SOUTH 7° 48’ 29” WEST FOR A DISTANCE OF 36.00 FEET; THENCE NORTH 82° 11’ 31” WEST FOR A DISTANCE OF 55.50 FEET; THENCE NORTH 7° 48’ 29” EAST FOR A DISTANCE OF 73.72 FEET TO A POINT ON THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 ALSO BEING THE SOUTHERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965; THENCE SOUTH 82° 23’ 11” EAST (SOUTH 82° 22’ 33” EAST RECORD) ALONG THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 ALSO BEING THE SOUTHERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 FOR A DISTANCE OF 18.00 FEET RETURNING TO THE TRUE POINT OF BEGINNING.

THIS DESCRIPTION CONTAINS 2,678 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 14492.

ATTACHED HERETO IS A PLAT OF SAID PARCEL, LABELED EXHIBIT “B” AND BY THIS REFERENCE MADE A PART HEREOF.

Page 1 of 2
THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

ANDREW P. ZIEMNIAK – PLS 6133
LICENSE EXPIRATION: 3-31-2018

DATED 8-25-2017
DESCRIPTION:
PORTION OF PARCEL 3
OF PARCEL MAP 8363

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40216-10

MID-COAST CORRIDOR TRANSIT PROJECT

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 2,678 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12'06'48"W, PER ROU 14492.
TEMPORARY ACCESS EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-08-00
MCCTP PARCEL No: 40216-11

ALL THAT PORTION OF PARCEL 3 OF PARCEL MAP NUMBER 8363 RECORDED ON JANUARY 30, 1979 IN THE BOOK OF PARCEL MAPS OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 3 PER SAID PARCEL MAP 8363 THENCNE NORTH 82° 23’ 11” WEST (NORTH 82° 22’ 33” WEST RECORD) ALONG THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 ALSO BEING THE SOUTHERLY LINE OF PARCEL 1 PER PARCEL MAP 15965 RECORDED AS FILE NO. 90-053631 OF OFFICIAL RECORDS ON JANUARY 30, 1990 A COPY IS ON FILE IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, FOR A DISTANCE OF 91.47 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING THE NORTHERLY LINE OF PARCEL 3 ALONG A LINE HAVING A BEARING OF SOUTH 7° 48’ 29” WEST FOR A DISTANCE OF 37.78 FEET; THENCE SOUTH 82° 11’ 31” EAST FOR A DISTANCE OF 37.50 FEET; THENCE SOUTH 7° 48’ 29” WEST FOR A DISTANCE OF 36.00 FEET; THENCE NORTH 82° 11’ 31” WEST FOR A DISTANCE OF 55.50 FEET; THENCE NORTH 7° 48’ 29” EAST FOR A DISTANCE OF 73.72 FEET TO A POINT ON THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 ALSO BEING THE SOUTHERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965; THENCE SOUTH 82° 23’ 11” EAST (SOUTH 82° 22’ 33” EAST RECORD) ALONG THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 ALSO BEING THE SOUTHERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 FOR A DISTANCE OF 18.00 FEET RETURNING TO THE TRUE POINT OF BEGINNING.

THIS DESCRIPTION CONTAINS 2,678 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 14492.

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.

ANDREW P. ZIEMNIAK – PLS 6133
LICENSE EXPIRATION: 3-31-2018

DATED 8-25-2017
PARCEL 1
PM 15965
344-280-20

T.P.O.B.

PARCEL 3
PM 8363
344-280-08

COMMENCING POINT

WATER EASEMENT TO
CITY OF SAN DIEGO
INST. NO. 94-029521, O.R.

EXISTING ACCESS CONTROL

LINE TABLE

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<td>55.50'</td>
<td>N82°11'31&quot;W</td>
</tr>
<tr>
<td>L5</td>
<td>73.72'</td>
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</tr>
<tr>
<td>L6</td>
<td>18.00'</td>
<td>S82°23'11&quot;E</td>
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WATER EASEMENT PER DEED RECORDED
12/08/1978, INST. NO. 78-529152, O.R.

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 2,678 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.
EXHIBIT 12
EXHIBIT "A"
LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-08-00
MCCTP PARCEL No: 40216-12

ALL THAT PORTION OF PARCEL 3 OF PARCEL MAP NUMBER 8363 RECORDED ON JANUARY 30, 1979 IN THE BOOK OF PARCEL MAPS OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 3 PER SAID PARCEL MAP 8363 THENECE NORTH 82° 23’ 11” WEST (NORTH 82° 22’ 33” WEST RECORD) ALONG THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 ALSO BEING THE SOUTHERLY LINE OF PARCEL 1 PER PARCEL MAP 15965 RECORDED AS FILE NO. 90-053631 ON JANUARY 30 1990 A COPY IS ON FILE IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, FOR A DISTANCE OF 53.97 FEET TO THE TRUE POINT OF BEGINNING; THENECE LEAVING THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 AND THE SOUTHERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF SOUTH 7° 48’ 29” WEST FOR A DISTANCE OF 37.91 FEET; THENECE NORTH 82° 11’ 31” WEST FOR A DISTANCE OF 37.50 FEET; THENECE NORTH 7° 48’ 29” EAST FOR A DISTANCE OF 37.78 FEET TO A POINT ON THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 ALSO BEING THE SOUTHERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965; THENECE SOUTH 82° 23’ 11” EAST (SOUTH 82° 22’ 33” EAST RECORD) ALONG THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 ALSO BEING THE SOUTHERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 FOR A DISTANCE OF 37.50 FEET RETURNING TO THE TRUE POINT OF BEGINNING.

THIS DESCRIPTION CONTAINS 1,420 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 14492.

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.

ANDREW P. ZIEMNIAK – PLS 6133
LICENSE EXPIRATION: 3-31-2018

DATED 8-25-2017
PARCEL 1
PM 15965
344-280-20

PARCEL 2
PM 15965
344-280-10

PARCEL 3
PM 8363
344-280-08

WATER EASEMENT PER DEED RECORDED
12/08/1978, INST. NO. 78-529152, O.R.

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 1,420 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12'06'48"W, PER ROS 14492.
EXHIBIT “A”
LEGAL DESCRIPTION

TEMPORARY ACCESS EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-08-00
MCCTP PARCEL No: 40216-13

ALL THAT PORTION OF PARCEL 3 OF PARCEL MAP NUMBER 8363 RECORDED ON JANUARY 30, 1979 IN THE BOOK OF PARCEL MAPS OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 3 PER SAID PARCEL MAP 8363 THENCE NORTH 82° 23’ 11” WEST (NORTH 82° 22’ 33” WEST RECORD) ALONG THE NORTHERLY LINE OF SAID PARCEL 3 ALSO BEING THE SOUTHERLY LINE OF PARCEL 1 PER PARCEL MAP 15965 RECORDED AS FILE NO. 90-053631 O.R. ON JANUARY 30, 1990 A COPY IS ON FILE IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, FOR A DISTANCE OF 25.75 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING THE NORTHERLY LINE OF PARCEL 3 ALONG A LINE HAVING A BEARING OF SOUTH 7° 43’ 35” WEST FOR A DISTANCE OF 37.78 FEET; THENCE SOUTH 82° 11’ 31” EAST FOR A DISTANCE OF 352.92 FEET; THENCE NORTH 7° 48’ 29” EAST FOR A DISTANCE OF 496.19 FEET; THENCE SOUTH 89° 23’ 16” WEST FOR A DISTANCE OF 289.73 FEET; THENCE NORTH 00° 39’ 22” WEST (NORTH 00° 38’ 44” WEST RECORD) ALONG THE WESTERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 ALSO BEING THE EASTERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965; THENCE NORTH 00° 39’ 22” WEST FOR A DISTANCE OF 435.19 FEET; THENCE NORTH 59° 4’ 03” EAST FOR A DISTANCE OF 25.50 FEET; THENCE NORTH 7° 43’ 35” EAST FOR A DISTANCE OF 352.92 FEET; THENCE NORTH 14° 51’ 36” WEST FOR A DISTANCE OF 11.26 FEET; THENCE NORTH 7° 48’ 29” EAST FOR A DISTANCE OF 4.70 FEET; THENCE NORTH 82° 11’ 31” WEST FOR A DISTANCE OF 55.50 FEET; THENCE NORTH 7° 48’ 29” EAST FOR A DISTANCE OF 73.72 FEET TO A POINT ON THE NORTH LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 ALSO BEING THE SOUTHERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965; THENCE SOUTH 82° 23’ 11” EAST (SOUTH 82° 22’ 33” EAST RECORD) ALONG THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 ALSO BEING THE SOUTHERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 FOR A DISTANCE OF 18.00 FEET; THENCE LEAVING THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 AND THE SOUTHERLY LINE OF PARCEL 1 PER PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF SOUTH 7° 48’ 29” WEST FOR A DISTANCE OF 37.78 FEET; THENCE SOUTH 82° 11’ 31” EAST FOR A DISTANCE OF 37.50 FEET; THENCE NORTH 7° 48’ 29” EAST FOR A DISTANCE OF 37.91 FEET TO A
POINT ON THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 ALSO BEING THE SOUTHERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965; THENCE SOUTH 82° 23' 11" EAST (SOUTH 82° 22' 33" EAST RECORD) ALONG THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 ALSO BEING THE SOUTHERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 FOR A DISTANCE OF 28.21 FEET RETURNING TO THE TRUE POINT OF BEGINNING.

THIS DESCRIPTION CONTAINS 23,563 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 14492.

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.

ANDREW P. ZIEMNIAK – PLS 6133
LICENSE EXPIRATION: 3-31-2018
DATED 8-25-2017
WATER EASEMENT PER DEED
REC. 12/08/1978 AS INST.
NO. 78-529152, O.R.

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PARCEL 3
PM 8363
344-280-08

WATER EASEMENT
TO CITY OF SAN DIEGO
REC. 05/03/1994
AS INST. NO.
94-0295261, O.R.

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 23,563 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.
EXHIBIT "B"

MATCH LINE SEE SHEET 1

WATER EASEMENT
TO CITY OF SAN DIEGO
REC. 05/03/1994
AS INST. NO. 94-0295261, O.R.

WATER EASEMENT PER DEED
REC. 12/08/1978 AS INST.
NO. 78-529152, O.R.

15' SEWER, OPEN SPACE,
PEDESTRIAN & NON-MOTOR
VEHICULAR EASEMENT
GRANTED PER MAP 6985

PARCEL 3
PM 8363
344-280-08

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<td>L6</td>
<td>352.92'</td>
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LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 23,563 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

DESCRIPTION:
PORTION OF PARCEL 3
OF PARCEL MAP 8363

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40216-13

MID-COAST CORRIDOR TRANSIT PROJECT

SCALE: 1" = 40'

DRAFTED: AB
CHECKED: AZ

DATE PREPARED: 08/25/2017

77
WATER EASEMENT PER DEED
REC. 12/08/1978 AS INST.
NO. 78-529152, O.R.

PARCEL 3
PM 8363
344-280-08

PARCEL 1
PM 15965
344-280-20

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<td>289.73'</td>
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NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROO 14492.

DESCRIPTION:
PORTION OF PARCEL 3
OF PARCEL MAP 8363

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40216-13
EXHIBIT "A"
LEGAL DESCRIPTION

PERMANENT ACCESS EASEMENT
ASSessor PARCEl NUMBER: 344-280-19-00
MCCTP PARCEl No: 40218-1

ALL THAT PORTION OF PARCEL 2 OF PARCEL MAP NUMBER 15965 RECORDED ON JANUARY 30, 1990 AS FILE NUMBER 90-053631 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE TRUE POINT OF BEGINNING BEING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 RECORDED ON APRIL 05, 1994 O.R. A COPY IS ON FILE AT THE SAN DIEGO COUNTY RECORDERS OFFICE, AND THE WESTERLY LINE OF PARCEL 1 ALSO BEING THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; SAID WESTERLY LINE OF PARCEL 1 AND EASTERLY LINE OF PARCEL 2 IS A 35.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST AND HAVING A BEGINNING RADIAL BEARING OF NORTH 73° 14' 30" WEST FROM THE RADIUS POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID 35.00 FOOT RADIUS CURVE (35.00 FOOT RADIUS CURVE RECORD) FOR A DISTANCE OF 17.77 FEET THROUGH A CENTRAL ANGLE OF 29° 04' 58" TO A TANGENT LINE; THENCE CONTINUING ALONG THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 12° 19' 28" WEST (SOUTH 12°18'50" EAST RECORD) FOR A DISTANCE OF 209.88 FEET; THENCE LEAVING THE WESTERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 82° 11' 31" WEST FOR A DISTANCE OF 60.70 FEET; THENCE NORTH 13° 33' 27" WEST FOR A DISTANCE OF 29.21 FEET TO A POINT ON THE WESTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 AND BEING A POINT ON A NON-TANGENT 35.00 FOOT RADIUS CURVE (35.00 FOOT RADIUS CURVE RECORD) CONCAVE TO THE WEST AND HAVING A BEGINNING RADIAL BEARING OF NORTH 88° 27' 39" EAST FROM THE RADIUS POINT; THENCE ALONG THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID 35.00 FOOT RADIUS CURVE FOR A DISTANCE OF 6.59 FEET THROUGH A CENTRAL ANGLE OF 10° 47' 06" TO A TANGENT LINE; THENCE CONTINUING ALONG THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF NORTH 12° 19' 28" WEST (NORTH 12° 18' 50" WEST RECORD) FOR A DISTANCE OF 122.85 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY LINE OF PARCEL 2 ALONG A LINE HAVING A BEARING OF NORTH 00° 49' 10" EAST FOR A
DISTANCE OF 9.54 FEET TO THE BEGINNING OF A 57.55 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID 57.55 FOOT RADIUS CURVE FOR A DISTANCE OF 39.08 FEET THROUGH A CENTRAL ANGLE OF 38° 54' 42" TO A POINT ON THE NORTHERLY LINE OF PARCEL 1 AND BEING THE SOUTHERLY RIGHT OF WAY LINE OF NOBLE DRIVE PER SAID STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 ON APRIL 05, 1994; THENCE NORTH 77° 40' 35" EAST ALONG THE NORTHERLY LINE OF PARCEL 1 AND BEING THE SOUTHERLY RIGHT OF WAY LINE OF NOBLE DRIVE PER SAID STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 ON APRIL 05, 1994 FOR A DISTANCE OF 63.46 FEET RETURNING TO THE TRUE POINT OF BEGINNING.

THIS DESCRIPTION CONTAINS 12,276 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 14492.

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.

ANDREW P. ZIEMNIK — PLS 6133
LICENSE EXPIRATION: 3-31-2018
DATED 8-25-2017
EXHIBIT "B"

PARCEL 1
PM 15965
344-280-20

PARCEL 2
PM 15965
344-280-19

15' SEWER, OPEN SPACE, PEDESTRIAN & NON-MOTOR VEHICLE EASEMENT GRANTED PER MAP 6985

NOBELL DRIVE
SANDAG PARCEL PER
DOC NO. 2010-0575179.
REC. 10/26/2010, O.R.
APN 344-280-22
T.P.O.B.

STREET RESERVATION TO
CITY OF SAN DIEGO
REC. 04/05/1994 AS
INST. NO. 94-0224008, O.R.

SLOPE EASEMENT TO
CITY OF SAN DIEGO
REC. 04/05/1994
AS INST. NO.
94-0224009, O.R.

ELECTRICAL EASEMENT
REC. 04/05/1994 AS INST. NO. 94-0224015, O.R.

TRAFFIC SIGNAL EASEMENT TO CITY OF SAN
DIEGO, REC. 07/31/1989 AS INST. NO.
89-404201 & CORRECTED 12/07/1989 AS
INST. NO. 89-662075, O.R.

WATER EASEMENT TO
CITY OF SAN DIEGO
REC. 05/03/1994 AS
INST. NO. 94-0295261, O.R.

PARCEL 1
PM 15965
344-280-20

WATER EASEMENT TO
CITY OF SAN DIEGO
REC. 05/03/1994 AS
INST. NO. 94-0295261, O.R.

PARCEL 1
PM 15965
344-280-20

PARCEL 2
PM 15965
344-280-19

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 12,276 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCSB3, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

DESCRIPTION:
PORTION OF PARCEL 2
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40218-1

MID-COAST CORRIDOR TRANSIT PROJECT

DEKOKKEN
ENGINEERING

5675 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123

(858) 514-8377

SCALE:
1" = 50'

DRAFTED:
AB

CHECKED:
AZ

DATE PREPARED:
08/25/2017

SHEET 1 OF 1
EXHIBIT 15
EXHIBIT “A”
LEGAL DESCRIPTION

PERMANENT UTILITY EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-19-00
MCCTP PARCEL No: 40218-2

ALL THAT PORTION OF PARCEL 2 OF PARCEL MAP NUMBER 15965 RECORDED ON JANUARY 30, 1990 AS FILE NUMBER 90-053631 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 RECORDED ON APRIL 05, 1994 O.R. A COPY IS ON FILE AT THE SAN DIEGO COUNTY RECORDER'S OFFICE, AND THE WESTERLY LINE OF PARCEL 1 ALSO BEING THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; SAID WESTERLY LINE OF PARCEL 1 AND EASTERLY LINE OF PARCEL 2 IS A 35.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST AND HAVING A BEGINNING RADIAL BEARING OF NORTH 73° 14’ 30” WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID 35.00 FOOT RADIUS CURVE (35.00 FOOT RADIUS CURVE RECORD) FOR A DISTANCE OF 17.77 FEET THROUGH A CENTRAL ANGLE OF 29° 04’ 58” TO A TANGENT LINE; THENCE CONTINUING ALONG THE WESTERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 12° 19’ 28” EAST (SOUTH 12° 18’ 50” EAST RECORD) FOR A DISTANCE OF 264.53 FEET; THENCE CONTINUING ALONG THE WESTERLY LINE OF PARCEL 1 ALSO BEING THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 7° 36’ 49” WEST (SOUTH 7° 37’ 27” WEST RECORD) FOR A DISTANCE OF 159.28 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE WESTERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 7° 36’ 49” WEST (SOUTH 7° 37’ 27” WEST RECORD) FOR A DISTANCE OF 10.00 FEET; THENCE LEAVING THE WESTERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 ALONG A LINE HAVING A BEARING OF NORTH 82° 07’ 37” WEST FOR A DISTANCE OF 23.97 FEET; THENCE NORTH 37° 07’ 37” WEST FOR A DISTANCE OF 7.68 FEET; THENCE NORTH 7° 52’ 23” EAST FOR A DISTANCE OF 128.04 FEET; THENCE NORTH 32° 41’ 27” WEST FOR A DISTANCE OF 30.77 FEET; THENCE NORTH 57° 18’ 33” EAST FOR A DISTANCE OF 10.00 FEET; THENCE SOUTH 32° 41’ 27” EAST FOR A DISTANCE OF 34.47 FEET; THENCE SOUTH 7° 52’ 23” WEST FOR A DISTANCE OF 127.17 FEET; THENCE SOUTH 82° 07’ 37” EAST FOR A DISTANCE OF 19.35 FEET RETURNING TO THE TRUE POINT OF BEGINNING.
THIS DESCRIPTION CONTAINS 1,859 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 14492.

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.

ANDREW P. ZIEMNIAK — PLS 6133  DATED 8-25-2017
LICENSE EXPIRATION: 3-31-2018
EXHIBIT N

COMMENCING POINT (L=17.77 R=35.00 \Delta=29'04'58"

PARCEL 1
PM 15965
344-280-20

PARCEL 2
PM 15965
344-280-19

PARCEL 1
PM 15965
344-280-20

MATCH LINE SEE SHEET 2

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 1,859 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207",
AND "GPS-251" BEING N12'06,48"W, PER ROS 14492.

DESCRIPTION:
PORTION OF PARCEL 2
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40218-2

MID-COAST CORRIDOR TRANSIT PROJECT

SCALE: 1" = 50'
DRAFTED: AB
CHECKED: AZ
DATE PREPARED: 08/25/2017

5876 RUFFIN ROAD
SUITE 260
SAN DIEGO, CA 92123
(858) 514-8377

86
**EXISTING EASEMENT AND DOCUMENT SHEET**

**DESCRIPTION:**

PORTION OF PARCEL 2 OF PARCEL MAP 15965

**OWNER:**

8650 VILLA LA JOLLA INC

**PARCEL NUMBER:**

40218-2

**SCALE:**

1" = 50'

**DRAFTED:**

AB

**CHECKED:**

AZ

**DATE PREPARED:**

08/25/2017

**MID-COAST CORRIDOR TRANSIT PROJECT**

**DE DOKKEN ENGINEERING**

5875 RUFFIN ROAD

SUITE 250

SAN DIEGO, CA 92123

(858) 514-8377

**EXHIBIT "B"**
EXHIBIT “A”
LEGAL DESCRIPTION

TEMPORARY ACCESS EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-19-00
MCCTP PARCEL No: 40218-3

ALL THAT PORTION OF PARCEL 2 OF PARCEL MAP NUMBER 15965 RECORDED ON JANUARY 30, 1990 AS FILE NUMBER 90-053631 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 RECORDED ON APRIL 05, 1994 O.R. A COPY IS ON FILE AT THE SAN DIEGO COUNTY RECORDERS OFFICE, AND THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 SAID EASTERLY LINE OF PARCEL 1 BEING A 35.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST AND HAVING A BEGINNING RADIAL BEARING OF NORTH 48° 37', 4", EAST FROM THE RADIUS POINT; THENCE ALONG EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID 35.00 FOOT RADIUS CURVE FOR A DISTANCE OF 17.75 FEET THROUGH A CENTRAL ANGLE OF 29° 03’ 18” TO A TANGENT LINE; THENCE CONTINUING ALONG THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 12° 19’ 28” EAST FOR A DISTANCE OF 153.25 FEET (SOUTH 12° 18’ 50” EAST, 153.25 FEET RECORD) TO THE BEGINNING OF A 35.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE CONTINUING ALONG THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID 35.00 FOOT RADIUS CURVE FOR A DISTANCE OF 39.67 FEET THROUGH A CENTRAL ANGLE OF 64° 56’ 17” (RADIUS = 35.00 FEET, ARC LENGTH = 39.67 FEET, CENTRAL ANGLE = 64° 56’ 17” RECORD) TO A TANGENT LINE; THENCE CONTINUING ALONG THE SOUTHEASTERLY LINE OF PARCEL 1 ALSO BEING THE NORTHWESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 52° 36’ 49” WEST FOR A DISTANCE OF 22.46 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING THE SOUTHEASTERLY LINE OF PARCEL 1 AND BEING THE NORTHWESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 72° 26’ 25” EAST FOR A DISTANCE OF 2.54 FEET; THENCE SOUTH 15° 30’ 14” EAST FOR A DISTANCE OF 24.35 FEET TO THE BEGINNING OF A 66.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A BEGINNING RADIAL BEARING OF NORTH 11° 49’ 01” WEST FROM THE RADIUS POINT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID 66.00
FOOT RADIUS CURVE FOR A DISTANCE OF 41.68 FEET THROUGH A CENTRAL ANGLE OF 36° 11’ 14” TO A TANGENT LINE; THENCE SOUTH 41° 59’ 45” WEST FOR A DISTANCE OF 57.64 FEET; THENCE NORTH 37° 37’ 21” WEST FOR A DISTANCE OF 28.74 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF PARCEL 1 ALSO BEING THE NORTHWESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; THENCE NORTH 52° 36’ 49” EAST (NORTH 52° 37’ 27” EAST RECORD) ALONG THE SOUTHEASTERLY LINE OF PARCEL 1 ALSO BEING THE NORTHWESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 FOR A DISTANCE OF 104.10 FEET RETURNING TO THE TRUE POINT OF BEGINNING.

THIS DESCRIPTION CONTAINS 2,194 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 14492.

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.

ANDREW P. ZIEMNIK — PLS 6133  DATED 8-25-2017
LICENSE EXPIRATION: 3-31-2018
STREET RESERVATION TO
CITY OF SAN DIEGO
REC. 04/05/1994 AS
INST. NO. 94-0224008, O.R.

LINE TABLE

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<tbody>
<tr>
<td>L1</td>
<td>2.54'</td>
<td>N72°26'25&quot;E</td>
</tr>
<tr>
<td>L2</td>
<td>24.35'</td>
<td>S15°30'14&quot;E</td>
</tr>
<tr>
<td>L3</td>
<td>57.64'</td>
<td>S41°59'45&quot;W</td>
</tr>
<tr>
<td>L5</td>
<td>104.10'</td>
<td>N52°36'49&quot;E</td>
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CURVE TABLE

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<tr>
<th>CURVE</th>
<th>LENGTH</th>
<th>RADIUS</th>
<th>A</th>
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<tr>
<td>C1</td>
<td>41.68'</td>
<td>66.00'</td>
<td>36°11'14&quot;</td>
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</table>

*SEE SHEET 3 FOR EXISTING EASEMENTS

DESCRIPTION:
PORTION OF PARCEL 2
OF PARCEL MAP 15965

PLACE: NOBEL DRIVE

MATCH LINE SEE SHEET 2

DESCRIPTION:
PORTION OF PARCEL 2
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40218-3
MATCH LINE SEE SHEET 1

15' SEWER, OPEN SPACE, PEDESTRIAN & NON-MOTOR VEHICLE EASEMENT GRANTED PER MAP 6985

WATER EASEMENT PER
DEED REC. 12/08/1978
AS INST. NO. 78-529152,
O.R.

LINE TABLE

<table>
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<tr>
<th>LINE</th>
<th>LENGTH</th>
<th>BEARING</th>
</tr>
</thead>
<tbody>
<tr>
<td>L3</td>
<td>57.64'</td>
<td>S41°59'45&quot;W</td>
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<tr>
<td>L4</td>
<td>28.74'</td>
<td>N37°37'21&quot;W</td>
</tr>
<tr>
<td>L5</td>
<td>104.10'</td>
<td>N52°36'49&quot;E</td>
</tr>
</tbody>
</table>

WATER EASEMENT TO
CITY OF SAN DIEGO
REC. 05/03/1994 AS
INST. NO. 94-0295261, O.R.

PARCEL 2
PM 15965
344-280-19

PARCEL 1
PM 15965
344-280-20

WATER EASEMENT PER
DEED REC. 12/08/1978
AS INST. NO. 78-529152,
O.R.

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 2,194 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

DESCRIPTION:
PORTION OF PARCEL 2
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40218-3

DOKKEN
ENGINEERING
5875 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123
(858) 514-8377

SCALE:
1" = 40'

DATE PREPARED:
05/25/2017
EXHIBIT "B"

ELECTRICAL EASEMENT
REC. 04/05/1994
INST. NO. 94-0224015, O.R.

TRAFFIC SIGNAL EASEMENT TO CITY
OF SAN DIEGO, REC. 07/31/1989 AS
INST. NO. 89-404201 & CORRECTED
12/07/1989 AS INST. NO.
89-662075, O.R.

WATER EASEMENT TO
CITY OF SAN DIEGO
REC. 05/03/1994 AS
INST. NO. 94-0295261, O.R.

WATER EASEMENT PER
DEED REC. 12/08/1978
AS INST. NO. 78-529152, O.R.

*EXISTING EASEMENT AND DOCUMENT SHEET

DESCRIPTION:
PORTION OF PARCEL 2
OF PARCEL MAP 15965
OWNER:
8650 VILLA LA JOLLA INC
PARCEL NUMBER:
40218-3

MID-COAST CORRIDOR TRANSIT PROJECT

DOKKEN ENGINEERING

5676 RUFIN ROAD
SUITE 250
SAN DIEGO, CA 92123
(858) 514-8377

SCALE: 1" = 40'  
DRAFTED:  
CHECKED:  
DATE PREPARED: 08/25/2017

94
EXHIBIT “A”
LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT
ASSSESSOR PARCEL NUMBER: 344-280-19-00
MCCTP PARCEL No: 40218-4

ALL THAT PORTION OF PARCEL 2 OF PARCEL MAP NUMBER 15965 RECORDED ON JANUARY 30, 1990 AS FILE NUMBER 90-053631 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE TRUE POINT OF BEGINNING BEING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 RECORDED ON APRIL 05, 1994 O.R. A COPY IS ON FILE AT THE SAN DIEGO COUNTY RECORDERS OFFICE, AND THE WESTERLY LINE OF PARCEL 1 ALSO BEING THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; SAID WESTERLY LINE OF PARCEL 1 AND EASTERLY LINE OF PARCEL 2 IS A 35.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST AND HAVING A BEGINNING RADIAL BEARING OF NORTH 73° 14' 30" WEST FROM THE RADIUS POINT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID 35.00 FOOT RADIUS CURVE (35.00 FOOT RADIUS CURVE RECORD) FOR A DISTANCE OF 17.77 FEET THROUGH A CENTRAL ANGLE OF 29° 04' 58" TO A TANGENT LINE; THENCE CONTINUING ALONG THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 12° 19' 28" EAST (SOUTH 12° 18' 50" EAST RECORD) FOR A DISTANCE OF 212.66 FEET; THENCE LEAVING THE WESTERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF SOUTH 7° 48' 29" WEST FOR A DISTANCE OF 7.31 FEET; THENCE SOUTH 78° 17' 59" WEST FOR A DISTANCE OF 91.00 FEET TO THE BEGINNING OF A OF A 66.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTHEAST; THENCE ALONG THE ARC OF SAID 66.00 FOOT RADIUS CURVE FOR A DISTANCE OF 0.13 FEET THROUGH A CENTRAL ANGLE OF 00° 07' 00" TO A NON-TANGENT LINE; THENCE NORTH 15° 30' 14" WEST FOR A DISTANCE OF 24.35 FEET; THENCE NORTH 72° 26' 25" EAST FOR A DISTANCE OF 5.07 FEET TO THE BEGINNING OF A 40.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE ALONG THE ARC OF SAID 40.00 FOOT RADIUS CURVE FOR A DISTANCE OF 58.85 FEET THROUGH A CENTRAL ANGLE OF 84° 17' 32" TO A TANGENT LINE; THENCE NORTH 11° 51' 07" WEST FOR A DISTANCE OF 63.61 FEET; THENCE SOUTH 78° 40' 44" WEST FOR A DISTANCE OF 3.93 FEET TO A POINT ON THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; THENCE ALONG THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF NORTH 12° 19' 28" WEST FOR A DISTANCE OF 89.46 FEET;
THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 78° 07' 48" EAST FOR A DISTANCE OF 4.67 FEET; THENCE NORTH 11° 51' 07" WEST FOR A DISTANCE OF 18.17 FEET TO A POINT ON SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 ALSO BEING THE NORTHERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; THENCE NORTH 77° 40' 35" EAST FOR A DISTANCE OF 56.59 FEET RETURNING TO THE TRUE POINT OF BEGINNING.

THIS DESCRIPTION CONTAINS 14,296 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 14492.

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.

ANDREW P. ZIEMNIAK – PLS 6133 DATED 8-25-2017
LICENSE EXPIRATION: 3-31-2018
**DESCRIPTION:**
PORTION OF PARCEL 2 OF PARCEL MAP 15965

**OWNER:**
8650 VILLA LA JOLLA INC

**PARCEL NUMBER:**
40218-4

---

**MID-COAST CORRIDOR TRANSIT PROJECT**

---

**OBJECT:**
PORTION OF PARCEL 2 OF PARCEL MAP 15965

**OWNER:**
8650 VILLA LA JOLLA INC

**PARCEL NUMBER:**
40218-4

---

**LEGEND:**
T.P.O.B.: TRUE POINT OF BEGINNING
TOTAL AREA = 14,296 SQUARE FEET

**NOTES:**
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6, EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207" AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

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**LINE TABLE**

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---

**EXHIBIT "B"**

---

**SCALE:**
1" = 40'

**DRAFTED:**
AB

**CHECKED:**
AZ

**DATE PREPARED:**
08/25/2017

---

**DOKKEN ENGINEERING**
5676 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123
(858) 514-8377
EXHIBIT "B"

DESCRIPTION:
PORTION OF PARCEL 2 OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40218-4

ELECTRICAL EASEMENT
REC. 04/05/1994
INST. NO. 94-0224015, O.R.

TRAFFIC SIGNAL EASEMENT TO CITY OF SAN DIEGO, REC. 07/31/1989 AS
INST. NO. 89-404201 & CORRECTED
12/07/1989 AS INST. NO. 89-662075, O.R.

WATER EASEMENT TO CITY OF SAN DIEGO
REC. 05/03/1994 AS
INST. NO. 94-0295261, O.R.

WATER EASEMENT PER DEED REC. 12/08/1978
AS INST. NO. 78-529152, O.R.

15' SEWER, OPEN SPACE,
PEDESTRIAN & NON-MOTOR VEHICLE
EASEMENT GRANTED PER MAP 6985

*EXISTING EASEMENT AND DOCUMENT SHEET

MID-COAST CORRIDOR TRANSIT PROJECT

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40218-4

SCALE:
1" = 40'

DRAFTEO:
AB

CHECKED:
AZ

DATE PREPARED:
08/25/2017
EXHIBIT “A”
LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-19-00
MCCTP PARCEL No: 40218-5

ALL THAT PORTION OF PARCEL 2 OF PARCEL MAP NUMBER 15965 RECORDED ON JANUARY 30, 1990 AS FILE NUMBER 90-053631 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 RECORDED ON APRIL 05, 1994 O.R. A COPY IS ON FILE AT THE SAN DIEGO COUNTY RECORDERS OFFICE, AND THE EASTERNLY LINE OF PARCEL 1 ALSO BEING THE WESTERNLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; SAID EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 FOR A DISTANCE OF 19.73 FEET TO THE BEGINNING OF A 35.00 FOOT RADIUS CURVE FOR A DISTANCE OF 17.75 FEET THROUGH A CENTRAL ANGLE OF 29° 03’ 18” TO A TANGENT LINE; THENCE CONTINUING ALONG THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID 35.00 FOOT RADIUS (35.00 FOOT RADIUS RECORD) CURVE FOR A DISTANCE OF 17.75 FEET THROUGH A CENTRAL ANGLE OF 29° 03’ 18” TO A TANGENT LINE; THENCE CONTINUING ALONG THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 12° 19’ 28” EAST FOR A DISTANCE OF 90.59 FEET (SOUTH 12° 18’ 50” EAST RECORD) TO THE TRUE POINT OF BEGINNING; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 78° 40’ 44” EAST FOR A DISTANCE OF 3.93 FEET; THENCE SOUTH 11° 51’ 07” EAST FOR A DISTANCE OF 63.61 FEET TO THE BEGINNING OF A 40.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID 40.00 FOOT RADIUS CURVE FOR A DISTANCE OF 58.85 FEET THROUGH A CENTRAL ANGLE OF 84° 17’ 32” TO A TANGENT LINE; THENCE SOUTH 72° 26’ 25” WEST FOR A DISTANCE OF 5.07 FEET; THENCE NORTH 15° 30’ 14” WEST FOR A DISTANCE OF 0.93 FEET TO THE SOUTHEASTERLY LINE OF PARCEL 1 AND ALSO BEING THE NORTHEASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; THENCE NORTH 52° 36’ 49” EAST (NORTH 52° 37’ 32” EAST RECORD) ALONG THE SOUTHEASTERLY LINE OF PARCEL 1 ALSO BEING THE NORTHEASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 FOR A DISTANCE OF 19.73 FEET TO THE BEGINNING OF A 35.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE CONTINUING ALONG THE SOUTHEASTERLY LINE OF PARCEL 1 ALSO BEING THE NORTHEASTERLY
LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID 35.00 FOOT RADIUS CURVE FOR A DISTANCE OF 39.67 FEET THROUGH A CENTRAL ANGLE OF 64° 56' 17" (RADIUS = 35.00 FEET, ARC LENGTH = 39.67 FEET, CENTRAL ANGLE = 64° 56' 17" RECORD) TO A TANGENT LINE; THENCE NORTH 12° 19' 28" WEST (NORTH 12° 18' 50" WEST RECORD) CONTINUING ALONG THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 FOR A DISTANCE OF 62.66 FEET RETURNING TO THE TRUE POINT OF BEGINNING.

THIS DESCRIPTION CONTAINS 474 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 14492.

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.

ANDREW P. ZIEMNIAK – PLS 6133 LICENSE EXPIRATION: 3-31-2018 DATED 8-25-2017
LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 474 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6, EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207" AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

DESCRIPTION:
PORTION OF PARCEL 2 OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40218-5

MID-COAST CORRIDOR TRANSIT PROJECT

DOKKEN ENGINEERING
5675 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123
(858) 514-8377

SCALE: 1" = 40'
DRAFTED: AB
CHECKED: AZ
DATE PREPARED: 08/25/2017
15' SEWER, OPEN SPACE, PEDESTRIAN & NON-MOTOR VEHICLE EASEMENT GRANTED PER MAP 6985

WATER EASEMENT TO CITY OF SAN DIEGO, REC. 05/03/1994 AS INST. NO. 94-0295261, O.R.

TRAFFIC SIGNAL EASEMENT TO CITY OF SAN DIEGO, REC. 07/31/1989 AS INST. NO. 89-404201 & CORRECTED 12/07/1989 AS INST. NO. 89-662075, O.R.

WATER EASEMENT TO CITY OF SAN DIEGO, REC. 05/03/1994 AS INST. NO. 94-0295261, O.R.

WATER EASEMENT PER DEED REC. 12/08/1978 AS INST. NO. 78-529152, O.R.

DESCRIPTION:
PORTION OF PARCEL 2 OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40218-5

MID-COAST CORRIDOR TRANSIT PROJECT

EXHIBIT "B"
EXHIBIT “A”
LEGAL DESCRIPTION

TEMPORARY ACCESS EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-19-00
MCCTP PARCEL No: 40218-6

ALL THAT PORTION OF PARCEL 2 OF PARCEL MAP NUMBER 15965 RECORDED ON JANUARY 30, 1990 AS FILE NUMBER 90-053631 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 RECORDED ON APRIL 05, 1994 O.R. A COPY IS ON FILE AT THE SAN DIEGO COUNTY RECORDERS OFFICE, AND THE WESTERLY LINE OF PARCEL 1 ALSO BEING THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; SAID WESTERLY LINE OF PARCEL 1 AND EASTERLY LINE OF PARCEL 2 IS A 35.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST AND HAVING A BEGINNING RADIAL BEARING OF NORTH 73° 14’ 30” WEST FROM THE RADIUS POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID 35.00 FOOT RADIUS CURVE (35.00 FOOT RADIUS CURVE RECORD) FOR A DISTANCE OF 17.77 FEET THROUGH A CENTRAL ANGLE OF 29° 04’ 58” TO A TANGENT LINE; THENCE CONTINUING ALONG THE WESTERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 12° 19’ 28” EAST FOR A DISTANCE OF 264.53 FEET (SOUTH 12° 18’ 50” EAST 264.52 FEET RECORD); THENCE SOUTH 7° 36’ 49” WEST (SOUTH 7° 37’ 27” WEST RECORD) FOR A DISTANCE OF 95.65 FEET TO THE TRUE POINT OF BEGINNING 1; THENCE CONTINUING ALONG THE WESTERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 7° 36’ 49” WEST (SOUTH 7° 37’ 27” WEST RECORD) FOR A DISTANCE OF 18.00 FEET; THENCE LEAVING THE WESTERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 ALONG A LINE HAVING A BEARING OF NORTH 82° 21’ 36” WEST FOR A DISTANCE OF 23.34 FEET; THENCE NORTH 7° 33’ 12” EAST FOR A DISTANCE OF 18.00 FEET; THENCE SOUTH 82° 21’ 36” EAST FOR A DISTANCE OF 23.36 FEET RETURNING TO THE TRUE POINT OF BEGINNING 1.

PARCEL 2

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-
0224008 recorded on April 05, 1994 O.R. A copy is on file at the San Diego County Recorders Office, and the westerly line of parcel 1 also being the easterly line of parcel 2 per said parcel map 15965; said westerly line of parcel 1 and easterly line of parcel 2 is a 35.00 foot radius curve concave to the southeast and having a beginning radial bearing of north 73° 14' 30" west from the radius point; thence southwesterly along the arc of said 35.00 foot radius curve (35.00 foot radius curve record) for a distance of 17.77 feet through a central angle of 29° 04' 58" to a tangent line; thence continuing along the westerly line of parcel 1 and the easterly line of parcel 2 per said parcel map 15965 along a bearing of south 12° 19' 28" east for a distance of 264.53 feet (south 12° 18' 50" east 264.52 feet record); thence south 7° 36' 49" west (south 7° 37' 27" east record) for a distance of 150.65 feet to the true point of beginning 2; thence continuing along the westerly line of parcel 1 and the easterly line of parcel 2 per said parcel map 15965 along a bearing of south 7° 36' 49" west (south 7° 37' 27" west record) for a distance of 18.00 feet; thence leaving the westerly line of parcel 1 and the easterly line of parcel 2 along a line having a bearing of north 82° 21' 36" west for a distance of 23.28 feet; thence north 7° 33' 12" east for a distance of 18.00 feet; thence south 82° 21' 36" east for a distance of 23.30 feet returning to the true point of beginning 2.

Parcel 3

Commencing at the intersection of the southerly right of way line of Nobel Drive per street reservation recorded as instrument number 94-0224008 recorded on April 05, 1994 O.R. A copy is on file at the San Diego County Recorders Office, and the westerly line of parcel 1 also being the easterly line of parcel 2 per said parcel map 15965; said westerly line of parcel 1 and easterly line of parcel 2 is a 35.00 foot radius curve concave to the southeast and having a beginning radial bearing of north 73° 14' 30" west from the radius point; thence southwesterly along the arc of said 35.00 foot radius curve (35.00 foot radius curve record) for a distance of 17.77 feet through a central angle of 29° 04' 58" to a tangent line; thence continuing along the westerly line of parcel 1 and the easterly line of parcel 2 per said parcel map 15965 along a bearing of south 12° 19' 28" east for a distance of 264.53 feet (south 12° 18' 50" east 264.52 feet record); thence south 7° 36' 49" west (south 7° 37' 27" east record) for a distance of 205.65 feet to the true point of beginning 3; thence continuing along the westerly line of parcel 1 and the easterly line of parcel 2 per said parcel map 15965 along a bearing of south 7° 36' 49" west (south 7° 37' 27" west record) for a distance of 18.00 feet; thence leaving the westerly line of parcel 1 and the easterly line of parcel 2.
ALONG A LINE HAVING A BEARING OF NORTH 82° 21' 36" WEST FOR A DISTANCE OF 23.22 FEET; THENCE NORTH 7° 33' 12" EAST FOR A DISTANCE OF 18.00 FEET; THENCE SOUTH 82° 21' 36" EAST FOR A DISTANCE OF 23.24 FEET RETURNING TO THE TRUE POINT OF BEGINNING 3.

PARCEL 4

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER STREET RESERVATIONRecorded as Instrument Number 94-0224008 recorded on April 05, 1994 O.R. A COPY IS ON FILE AT THE SAN DIEGO COUNTY RECORDERS OFFICE, AND THE WESTERLY LINE OF PARCEL 1 ALSO BEING THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; SAID WESTERLY LINE OF PARCEL 1 AND EASTERN LINE OF PARCEL 2 IS A 35.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST AND HAVING A BEGINNING RADIAL BEARING OF NORTH 73° 14' 30" WEST FROM THE RADIUS POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID 35.00 FOOT RADIUS CURVE (35.00 FOOT RADIUS CURVE RECORD) FOR A DISTANCE OF 17.77 FEET THROUGH A CENTRAL ANGLE OF 29° 04' 58" TO A TANGENT LINE; THENCE CONTINUING ALONG THE WESTERLY LINE OF PARCEL 1 AND THE EASTERN LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 12° 19' 28" EAST FOR A DISTANCE OF 264.53 FEET (SOUTH 12° 18' 50" EAST 264.52 FEET RECORD); THENCE SOUTH 7° 36' 49" WEST FOR A DISTANCE OF 256.18 FEET (SOUTH 7° 37' 27" WEST, 256.17 FEET RECORD); THENCE CONTINUING ALONG THE NORTHWESTERLY LINE OF PARCEL 1 ALSO BEING THE SOUTHEASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 52° 36' 49" WEST (SOUTH 52° 37' 37" WEST RECORD) FOR A DISTANCE OF 6.33 FEET TO THE TRUE POINT OF BEGINNING 4; THENCE CONTINUING ALONG THE NORTHWESTERLY LINE OF PARCEL 1 ALSO BEING THE SOUTHEASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 52° 36' 49" WEST (SOUTH 52° 37' 37" WEST RECORD) FOR A DISTANCE OF 25.44 FEET; THENCE LEAVING THE NORTHWESTERLY LINE OF PARCEL 1 AND THE SOUTHEASTERLY LINE OF PARCEL 2 ALONG A LINE HAVING A BEARING OF NORTH 82° 21' 36" WEST FOR A DISTANCE OF 8.88 FEET; THENCE NORTH 7° 48' 29" EAST FOR A DISTANCE OF 18.00 FEET; THENCE SOUTH 82° 21' 36" EAST FOR A DISTANCE OF 26.81 FEET RETURNING TO THE TRUE POINT OF BEGINNING 4.

THESE DESCRIPTIONS CONTAIN 1,579 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 14492.
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.

ANDREW P. ZIEMNIAK – PLS 6133
LICENSE EXPIRATION: 3-31-2018
DATED 8-25-2017

No. 6133
EXP. 03/31/18
STATE OF CALIFORNIA
COMMENCING POINT

L = 177.7'
R = 35.00'
Δ = 29°04'58"

PARCEL 1
PM 15965
344-280-20

PARCEL 2
PM 15965
344-280-19

MATCH LINE SEE SHEET 2

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 1,579 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROB 14492.
MATCH LINE SEE SHEET 1

PARCEL 2
PM 15965
344-280-19

PARCEL 1
PM 15965
344-280-20

LINE TABLE

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<td>N82°21'36&quot;W</td>
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<td>N07°33'12&quot;E</td>
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LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 1,579 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCSB3, ZONE 6,
   EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
   FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
   AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

DESCRIPTION:
PORTION OF PARCEL 1
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40218-6

SCALE:
1" = 50'

DATE PREPARED:
06/25/2017
**EXISTING EASEMENT AND DOCUMENT SHEET**

**DESCRIPTION:**

PORTION OF PARCEL 1 OF PARCEL MAP 15965

OWNER:

8650 VILLA LA JOLLA INC

PARCEL NUMBER:

40218-6

**MID-COAST CORRIDOR TRANSIT PROJECT**

**SCALE:**

1" = 50'

**DRAFTED:**

AZ

**CHECKED:**

AB

**DATE PREPARED:**

08/25/2017

**LICENSED LAND SURVEYOR:**

ANDREW P. ZEIMACK

No. 6133

EXP. 03/31/18

EXHIBIT 'B'

[Map showing easements and parcel information]
EXHIBIT 20
TEMPORARY CONSTRUCTION EASEMENT

ASSESSOR PARCEL NUMBER: 344-280-19-00
MCCTP PARCEL No: 40218-7

ALL THAT PORTION OF PARCEL 2 OF PARCEL MAP NUMBER 15965 RECORDED ON JANUARY 30, 1990 AS FILE NUMBER 90-053631 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 RECORDED ON APRIL 05, 1994 O.R. A COPY IS ON FILE AT THE SAN DIEGO COUNTY RECORDERS OFFICE, AND THE WESTERLY LINE OF PARCEL 1 ALSO BEING THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; SAID WESTERLY LINE OF PARCEL 1 AND EASTERLY LINE OF PARCEL 2 IS A 35.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST AND HAVING A BEGINNING RADIAL BEARING OF NORTH 73° 14' 30" WEST FROM THE RADIUS POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID 35.00 FOOT RADIUS CURVE (35.00 FOOT RADIUS CURVE RECORD) FOR A DISTANCE OF 17.77 FEET THROUGH A CENTRAL ANGLE OF 29° 04' 58" TO A TANGENT LINE; THENCE CONTINUING ALONG THE WESTERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 12° 19' 28" EAST FOR A DISTANCE OF 264.53 FEET (SOUTH 12° 18' 50" EAST 264.52 FEET RECORD); THENCE SOUTH 7° 36' 49" WEST (SOUTH 7° 37' 27" WEST RECORD) FOR A DISTANCE OF 113.65 FEET; THENCE LEAVING THE WESTERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 ALONG A LINE HAVING A BEARING OF NORTH 82° 23' 11" WEST FOR A DISTANCE OF 9.57 FEET TO THE TRUE POINT OF BEGINNING 1; THENCE SOUTH 7° 48' 29" WEST FOR A DISTANCE OF 37.00 FEET; THENCE NORTH 82° 21' 36" WEST FOR A DISTANCE OF 13.61 FEET; THENCE NORTH 7° 33' 12" EAST FOR A DISTANCE OF 37.00 FEET; THENCE SOUTH 82° 21' 36" EAST FOR A DISTANCE OF 13.78 FEET RETURNING TO THE TRUE POINT OF BEGINNING 1.

PARCEL 2

EASTERN LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; SAID WESTERN LINE OF PARCEL 1 AND EASTERN LINE OF PARCEL 2 IS A 35.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST AND HAVING A BEGINNING RADIAL BEARING OF NORTH 73° 14’ 30” WEST FROM THE RADIUS POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID 35.00 FOOT RADIUS CURVE (35.00 FOOT RADIUS CURVE RECORD) FOR A DISTANCE OF 17.77 FEET THROUGH A CENTRAL ANGLE OF 29° 04’ 58” TO A TANGENT LINE; THENCE CONTINUING ALONG THE WESTERN LINE OF PARCEL 1 AND THE EASTERN LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 12° 19’ 28” EAST FOR A DISTANCE OF 264.53 FEET (SOUTH 12° 18’ 50” EAST 264.52 FEET RECORD); THENCE SOUTH 7° 36’ 49” WEST (SOUTH 7° 37’ 27” WEST RECORD) FOR A DISTANCE OF 168.65 FEET; THENCE LEAVING THE WESTERN LINE OF PARCEL 1 AND THE EASTERN LINE OF PARCEL 2 ALONG A LINE HAVING A BEARING OF NORTH 82° 23’ 11” WEST FOR A DISTANCE OF 9.75 FEET TO THE TRUE POINT OF BEGINNING 2; THENCE SOUTH 7° 48’ 29” WEST FOR A DISTANCE OF 37.00 FEET; THENCE NORTH 82° 21’ 36” WEST FOR A DISTANCE OF 13.37 FEET; THENCE NORTH 7° 33’ 12” EAST FOR A DISTANCE OF 37.00 FEET; THENCE SOUTH 82° 21’ 36” EAST FOR A DISTANCE OF 13.53 FEET RETURNING TO THE TRUE POINT OF BEGINNING 2.

PARCEL 3

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 RECORDED ON APRIL 05, 1994 O.R. A COPY IS ON FILE AT THE SAN DIEGO COUNTY RECORDERS OFFICE, AND THE WESTERN LINE OF PARCEL 1 ALSO BEING THE EASTERN LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; SAID WESTERN LINE OF PARCEL 1 AND EASTERN LINE OF PARCEL 2 IS A 35.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST AND HAVING A BEGINNING RADIAL BEARING OF NORTH 73° 14’ 30” WEST FROM THE RADIUS POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID 35.00 FOOT RADIUS CURVE (35.00 FOOT RADIUS CURVE RECORD) FOR A DISTANCE OF 17.77 FEET THROUGH A CENTRAL ANGLE OF 29° 04’ 58” TO A TANGENT LINE; THENCE CONTINUING ALONG THE WESTERN LINE OF PARCEL 1 AND THE EASTERN LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 12° 19’ 28” EAST FOR A DISTANCE OF 264.53 FEET (SOUTH 12° 18’ 50” EAST 264.52 FEET RECORD); THENCE SOUTH 7° 36’ 49” WEST (SOUTH 7° 37’ 27” WEST RECORD) FOR A DISTANCE OF 223.65 FEET; THENCE LEAVING THE WESTERN LINE OF PARCEL 1 AND THE EASTERN LINE OF PARCEL 2 ALONG A LINE HAVING A BEARING OF NORTH 82° 23’ 11” WEST FOR A DISTANCE OF 9.94 FEET TO THE TRUE POINT OF BEGINNING 3; THENCE SOUTH 7° 48’ 29” WEST FOR A DISTANCE OF 37.00 FEET; THENCE NORTH 82° 21’ 36” WEST FOR A DISTANCE OF 21.22 FEET; THENCE NORTH 7° 48’ 29” EAST FOR A DISTANCE OF 7.01 FEET TO A POINT ON A 36.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A BEGINNING RADIAL BEARING OF SOUTH 43° 19’ 30” EAST FROM THE RADIUS POINT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID 36.00 FOOT RADIUS CURVE FOR A
DISTANCE OF 24.58 FEET THROUGH A CENTRAL ANGLE OF 39° 07' 19" TO A TANGENT LINE; THENCE NORTH 7° 33' 12" EAST FOR A DISTANCE OF 7.27 FEET; THENCE SOUTH 82° 21' 36" EAST FOR A DISTANCE OF 13.28 FEET RETURNING TO THE TRUE POINT OF BEGINNING 3.

PARCEL 4

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 RECORDED ON APRIL 05, 1994 O.R. A COPY IS ON FILE AT THE SAN DIEGO COUNTY RECORDERS OFFICE, AND THE WESTERLY LINE OF PARCEL 1 ALSO BEING THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; SAID WESTERLY LINE OF PARCEL 1 AND EASTERLY LINE OF PARCEL 2 IS A 35.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST AND HAVING A BEGINNING RADIAL BEARING OF NORTH 73° 14' 30" WEST FROM THE RADIUS POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID 35.00 FOOT RADIUS CURVE (35.00 FOOT RADIUS CURVE RECORD) FOR A DISTANCE OF 17.77 FEET THROUGH A CENTRAL ANGLE OF 29° 04' 58" TO A TANGENT TRUE POINT OF BEGINNING 4; THENCE CONTINUING ALONG THE NORTHWesterLY LINE OF PARCEL 1 ALSO BEING THE SOUTHEASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 52° 36' 49" WEST (SOUTH 52° 37' 37" WEST RECORD) FOR A DISTANCE OF 31.77 FEET TO THE TRUE POINT OF BEGINNING 4.

THESE DESCRIPTIONS CONTAIN 1,648 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 14492.
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.

ANDREW P. ZIEMNIAK — PLS 6133
LICENSE EXPIRATION: 3-31-2018
DATED 8-25-2017

No. 6133
EXP. 03/31/18
STATE OF CALIFORNIA
EXHIBIT "B"

COMMENCING POINT
L=17.77'
R=35.00'
\( \alpha = 29'04'58'' \)

PARCEL 1
PM 15965
344-280-20

PARCEL 2
PM 15965
344-280-19

MATCH LINE SEE SHEET 2

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING

TOTAL AREA = 1,648 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6, EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207" AND "GPS-251" BEING N12'06'48"W, PER ROS 14492.

DESCRIPTION:
PORTION OF PARCEL 1 OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40218-7

MID-COAST CORRIDOR TRANSIT PROJECT

DOKKEN ENGINEERING

5675 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123
(858) 514-8377

SCALE: 1" = 50'
DRAFTED: AB
CHECKED: AZ
DATE PREPARED: 08/25/2017

Sheet 1 of 3
MID-COAST CORRIDOR TRANSIT PROJECT

DESCRIPTION:

PORTION OF PARCEL 1 OF PARCEL MAP 15965

OWNER:

8650 VILLA LA JOLLA INC

PARCEL NUMBER:

40218-7

CURVE TABLE

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TIE TABLE

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LINE TABLE

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LEGEND

T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 1,648 SQUARE FEET

NOTES

1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6, EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207" AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

DATE PREPARED: 08/25/2017
EXHIBIT "B"

SANDAG PARCEL PER
DOC. NO. 2010-057179,
REC. 10/26/2010, O.R.
APN 344-280-22

STREET RESERVATION TO
CITY OF SAN DIEGO
REC. 04/05/1994 AS
INST. NO. 94-0224008, O.R.

SLOPE EASEMENT
TO CITY OF SAN
DIEGO REC.
04/05/1994 AS
INST. NO.
94-0224009, O.R.

ELECTRICAL EASEMENT
REC. 04/05/1994
INST. NO. 94-0224015, O.R.

TRAFFIC SIGNAL EASEMENT TO CITY OF SAN
DIEGO, REC. 07/31/1989 AS INST. NO.
89-404201 & CORRECTED 12/07/1989 AS
INST. NO. 89-662075, O.R.

WATER EASEMENT TO
CITY OF SAN DIEGO
REC. 05/03/1994 AS
INST. NO. 94-0295261, O.R.

WATER EASEMENT TO
CITY OF SAN DIEGO
REC. 05/03/1994 AS
INST. NO. 94-0295261, O.R.

PARCEL 1
PM 15965
344-280-20

PARCEL 2
PM 15965
344-280-19

15' SEWER, OPEN SPACE,
PEDESTRIAN & NON-MOTOR VEHICLE
EASEMENT GRANTED PER MAP 6985

*EXISTING EASEMENT AND DOCUMENT SHEET

DESCRIPTION:
PORTION OF PARCEL 1
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40218-7

SCALE:
1" = 50'

DRAFTED:
AB

CHECKED:
AZ

DATE PREPARED:
08/25/2017
THESE DESCRIPTIONS CONTAIN 1,449 SQUARE FEET, MORE OR LESS.

EXHIBIT “A”
LEGAL DESCRIPTION

TEMPORARY ACCESS EASEMENT
ASSessor PARCEL NUMBER: 344-280-19-00
MCCTP PARCEL No: 40218-8

ALL THAT PORTION OF PARCEL 2 OF PARCEL MAP NUMBER 15965 RECORDED ON JANUARY 30, 1990 AS FILE NUMBER 90-053631 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 RECORDED ON APRIL 05, 1994 O.R. A COPY IS ON FILE AT THE SAN DIEGO COUNTY RECORDERS OFFICE, AND THE WESTERLY LINE OF PARCEL 1 BEING THE SAME AS THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; SAID WESTERLY LINE OF PARCEL 1 AND EASTERLY LINE OF PARCEL 2 IS A 35.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST AND HAVING A BEGINNING RADIAL BEARING OF NORTH 73° 14' 30" WEST FROM THE RADIUS POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF THE SAID 35.00 FOOT RADIUS CURVE FOR A DISTANCE OF 17.77 FEET THROUGH A CENTRAL ANGLE OF 29° 04' 58" TO A TANGENT LINE; THENCE CONTINUING ALONG THE WESTERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 12° 19' 28" EAST FOR A DISTANCE OF 264.53 FEET (SOUTH 12° 18' 50" EAST, 264.52 FEET RECORD); THENCE CONTINUING ALONG THE WESTERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 7° 36' 49" WEST (SOUTH 7° 37' 27" WEST RECORD) FOR A DISTANCE OF 113.65 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE WESTERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 7° 36' 49" WEST (SOUTH 7° 37' 27" WEST RECORD) FOR A DISTANCE OF 142.52 FEET; THENCE CONTINUING ALONG THE NORTHWESTERLY LINE OF PARCEL 1 ALSO BEING THE SOUTHEASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 52° 36' 49" WEST (SOUTH 52° 37' 27" WEST RECORD) FOR A DISTANCE OF 14.26 FEET; THENCE LEAVING THE NORTHWESTERLY LINE OF PARCEL 1 ALSO BEING THE SOUTHEASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 7° 48' 29" EAST FOR A DISTANCE OF 152.61 FEET; THENCE SOUTH 82° 21' 36" EAST FOR A DISTANCE OF 9.57 FEET RETURNING TO THE TRUE POINT OF BEGINNING.

THESE DESCRIPTIONS CONTAIN 1,449 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 14492.

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.

ANDREW P. ZIEMNIAK—PLS 6133 LICENSE EXPIRATION: 3-31-2018 DATED 8-25-2017
DESCRIPTION:
PORTION OF PARCEL 2 OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40218-8

MID-COAST CORRIDOR TRANSIT PROJECT

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 1,449 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

*SEE SHEET 3 FOR EXISTING EASEMENTS

MATCH LINE SEE SHEET 2

SCALE:
1" = 50'

DRAFTED:
AB

CHECKED:
AZ

DATE PREPARED:
08/25/2017
DESCRIPTION:

OWNER:

PARCEL NUMBER:

PARCEL 1

PM 15965

344-280-20

PARCEL 2

PM 15965

344-280-19

TOTAL AREA = 1,449 SQUARE FEET

NOTES

1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6, EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207" AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

LEGEND:
T.P.O.B. TRUE POINT OF BEGINNING

SCALE: 1" = 50'

DATE PREPARED: 08/25/2017
EXHIBIT "B"

SANDAG PARCEL PER DOC. NO. 2010-05175199.
REC. 10/26/2010, O.R.
APN 344-280-22

EXHIBIT "8"

TRAFFIC SIGNAL EASEMENT TO CITY OF SAN DIEGO
REC. 07/31/1989 AS INST. NO. 89-404201 & CORRECTED 12/07/1989 AS INST. NO. 89-662075, O.R.

WATER EASEMENT TO CITY OF SAN DIEGO
REC. 05/03/1994 AS INST. NO. 94-0295261, O.R.

15' SEWER, OPEN SPACE, PEDESTRIAN & NON-MOTOR VEHICLE EASEMENT GRANTED PER MAP 6985

EXISTING EASEMENT AND DOCUMENT SHEET

MID-COAST CORRIDOR TRANSIT PROJECT

DESCRIPTION:
PORTION OF PARCEL 2
OF PARCEL MAP 15985

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40218-8

SCALE:
1" = 50'

DRAFTED:
AB

CHECKED:
AZ

DATE PREPARED:
08/25/2017

No. 6133
EXP 03/31/18

Licensed Land Surveyor
State of California
TEMPORARY ACCESS EASEMENT

ASSESSOR PARCEL NUMBER: 344-280-19-00
MCCTP PARCEL No: 40218-9

ALL THAT PORTION OF PARCEL 2 OF PARCEL MAP NUMBER 15965 RECORDED ON JANUARY 30, 1990 AS FILE NUMBER 90-053631 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

BEGINNING AT THE TRUE POINT OF BEGINNING 1 BEING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 RECORDED ON APRIL 05, 1994 O.R. A COPY IS ON FILE AT THE SAN DIEGO COUNTY RECORDERS OFFICE, AND THE WESTERLY LINE OF PARCEL 1 ALSO BEING THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; SAID WESTERLY LINE OF PARCEL 1 AND EASTERLY LINE OF PARCEL 2 IS A 35.00 FOOT (35.00 FOOT RECORD) RADIUS CURVE CONCAVE TO THE SOUTHEAST AND HAVING A BEGINNING RADIAL BEARING OF NORTH 73° 14' 30" WEST FROM THE RADIUS POINT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID 35.00 FOOT RADIUS CURVE FOR A DISTANCE OF 17.77 FEET THROUGH A CENTRAL ANGLE OF 29° 04' 58" TO A TANGENT LINE; THENCE CONTINUING ALONG THE WESTERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 12° 19' 28" EAST (SOUTH 12° 18' 50" EAST RECORD) FOR A DISTANCE OF 94.99 FEET; THENCE LEAVING THE WESTERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 13° 33' 27" WEST FOR A DISTANCE OF 112.03 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER SAID STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 AND BEING THE NORTHERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER SAID STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 ALSO BEING THE NORTHERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF NORTH 77° 40' 35" EAST FOR A DISTANCE OF 6.82 FEET RETURNING TO THE TRUE POINT OF BEGINNING 1.
PARCEL 2

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 RECORDED ON APRIL 05, 1994 O.R. A COPY IS ON FILE AT THE SAN DIEGO COUNTY RECORDERS OFFICE, AND THE WESTERLY LINE OF PARCEL 1 ALSO BEING THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; SAID WESTERLY LINE OF PARCEL 1 AND EASTERLY LINE OF PARCEL 2 IS A 35.00 FOOT (35.00 FOOT RECORD) RADIUS CURVE CONCAVE TO THE SOUTHEAST AND HAVING A BEGINNING RADIAL BEARING OF NORTH 73° 14’ 30” WEST FROM THE RADIUS POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID 35.00 FOOT RADIUS CURVE FOR A DISTANCE OF 17.77 FEET THROUGH A CENTRAL ANGLE OF 29° 04’ 58” TO A TANGENT LINE; THENCE CONTINUING ALONG THE WESTERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 12° 19’ 28” EAST (SOUTH 12° 18’ 50” EAST RECORD) FOR A DISTANCE OF 163.38 FEET TO THE TRUE POINT OF BEGINNING 2; THENCE CONTINUING ALONG THE WESTERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 12° 19’ 28” EAST (SOUTH 12° 18’ 50” EAST RECORD) FOR A DISTANCE OF 32.15 FEET; THENCE LEAVING THE WESTERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF SOUTH 7° 33’ 12” WEST FOR A DISTANCE OF 295.77 FEET TO THE BEGINNING OF A 36.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID 36.00 FOOT RADIUS CURVE FOR A DISTANCE OF 26.28 FEET THROUGH A CENTRAL ANGLE OF 41° 49’ 52” TO A TANGENT LINE; THENCE SOUTH 49° 23’ 04” WEST FOR A DISTANCE OF 36.70 FEET TO THE BEGINNING OF A 20.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID 20.00 FOOT RADIUS CURVE FOR A DISTANCE OF 14.55 FEET THROUGH A CENTRAL ANGLE OF 41° 40’ 41” TO A TANGENT LINE; THENCE SOUTH 7° 42’ 23” WEST FOR A DISTANCE OF 152.20 FEET; THENCE NORTH 82° 23’ 11” WEST FOR A DISTANCE OF 24.00 FEET; THENCE NORTH 7° 42’ 23” EAST FOR A DISTANCE OF 157.57 FEET TO THE BEGINNING OF A 30.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID 30.00 FOOT RADIUS CURVE FOR A DISTANCE OF 21.82 FEET THROUGH A CENTRAL ANGLE OF 41° 40’ 41” TO A TANGENT LINE; THENCE NORTH 49° 23’ 04” EAST FOR A DISTANCE OF 35.92 FEET TO THE BEGINNING OF A 28.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID 28.00 FOOT RADIUS CURVE FOR A DISTANCE OF 20.44 FEET THROUGH A CENTRAL ANGLE OF 41° 49’ 52” TO A TANGENT LINE; THENCE NORTH 7° 33’ 12” EAST FOR A DISTANCE OF 273.95 FEET; THENCE NORTH 23° 25’ 57” EAST FOR A DISTANCE OF 47.76 FEET RETURNING TO THE TRUE POINT OF BEGINNING 2.

THESE DESCRIPTIONS CONTAIN 13,060 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 14492.

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.

ANDREW P. ZIEMNIAK — PLS 6133 DATED 8-25-2017
LICENSE EXPIRATION: 3-31-2018
EXHIBIT "B"

NOBLE ORNE

1

V PJ1ON 10

RESER (OF SAN DIEGO S1F-E.

RE-G. 04/05 /1994 OR.

AS

INST. NO. 94-02.24008,

COMMENCING

POINT

L3

T.P.O.B.

LINE TABLE

LINE LENGTH BEARING

L1 94.99' S12°19'28" E

L2 112.03' N13°33'27" W

L3 6.82' N77°40'35''E

L4 32.15' S12°19'28''E

L5 295.77' S07°33'12"W

L11 273.95' N07°33'12"E

L12 47.76' N23°25'57"E

PARCEL 1

PM 15965

344-280-20

PARCEL 2

PM 15965

344-280-19

*SEE SHEET 4

FOR EXISTING

EASEMENTS

PARCEL 1

PM 15965

344-280-20

PARCEL 2

PM 15965

344-280-19

MATCH LINE SEE SHEET 2

LEGEND

T.P.O.B. TRUE POINT OF BEGINNING

TOTAL AREA = 13,060 SQUARE FEET

NOTES

1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48" W, PER ROS 14492.

DESCRIPTION:

PORTION OF PARCEL 2
OF PARCEL MAP 15965

OWNER:

8650 VILLA LA JOLLA INC

PARCEL NUMBER:

40218-9

MID-COAST CORRIDOR TRANSIT PROJECT

DOKKEN

ENGINEERING

5675 RUFFIN ROAD

SUITE 250

SAN DIEGO, CA 92123

(858) 514-8377

SCALE: 1" = 50'

DRAFTED: AB

CHECKED: AZ

DATE PREPARED: 08/25/2017
MATCH LINE SEE SHEET 1

WATER EASEMENT PER DEED REC. 12/08/1978
AS INST. NO. 78-529152, O.R.

WATER EASEMENT TO CITY OF SAN DIEGO
REC. 05/03/1994
AS INST. NO. 94-0295261, O.R.

15' SEWER, OPEN SPACE, PEDESTRIAN & NON-MOTOR VEHICLE EASEMENT
GRANTED PER MAP 6985

CURVE TABLE

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<td>20.00'</td>
<td>41'40'41&quot;</td>
</tr>
<tr>
<td>C3</td>
<td>21.82'</td>
<td>30.00'</td>
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LINE TABLE

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<tr>
<td>L6</td>
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<td>L7</td>
<td>152.20'</td>
<td>S07'42'23&quot;W</td>
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<td>157.57'</td>
<td>N07'42'23&quot;E</td>
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<tr>
<td>L11</td>
<td>273.95'</td>
<td>N07'33'12&quot;E</td>
</tr>
</tbody>
</table>

LEGEND

T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 13,060 SQUARE FEET

NOTES

1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6, EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207" AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

DESCRIPTION:
PORTION OF PARCEL 2 OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40218-9

MID-COAST CORRIDOR TRANSIT PROJECT

DOKKEN ENGINEERING

SCALE: 1" = 50'

DRAFTED: AB
CHECKED: AZ

DATE PREPARED: 08/25/2017

132
MATCH LINE SEE SHEET 2

PARCEL 2
PM 15965
344–280–19

PARCEL 1
PM 15965
344–280–20

WATER EASEMENT PER DEED
REC. 12/08/1978 AS INST.
NO. 78–529152, O.R.

15' SEWER, OPEN SPACE,
PEDESTRIAN & NON–MOTOR VEHICLE
EASEMENT GRANTED PER MAP 6985

PARCEL 3
PM 8363
344–280–08

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 13,060 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS–207"
AND "GPS–251" BEING N12°06'48"W, PER ROS 14492.

DESCRIPTION:
PORTION OF PARCEL 2
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40218–9

MID-COAST CORRIDOR TRANSIT PROJECT

SCALE:
1" = 50'

DRAFTED:
AB

CHECKED:
AZ

DATE PREPARED:
08/25/2017
STREET RESERVATION TO CITY OF SAN DIEGO REC. 04/05/1994 AS INST. NO. 94-0224008, O.R.

SLOPE EASEMENT TO CITY OF SAN DIEGO REC. 04/05/1994 AS INST. NO. 94-0224009, O.R.

ELECTRICAL EASEMENT REC. 04/05/1994 INST. NO. 94-0224015, O.R.

TRAFFIC SIGNAL EASEMENT TO CITY OF SAN DIEGO REC. 07/31/1989 AS INST. NO. 89-404201 & CORRECTED 12/07/1989 AS INST. NO. 89-662075, O.R.

WATER EASEMENT TO CITY OF SAN DIEGO REC. 05/03/1994 AS INST. NO. 94-0295261, O.R.

PARCEL 1 PM 15965 344-280-20

PARCEL 2 PM 15965 344-280-19

15' SEWER, OPEN SPACE, PEDESTRIAN & NON-MOTOR VEHICLE EASEMENT GRANTED PER MAP 6985

*EXISTING EASEMENT AND DOCUMENT SHEET

DESCRIPTION:
PORTION OF PARCEL 2 OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40218-9

MID-COAST CORRIDOR TRANSIT PROJECT

DOKKEN ENGINEERING
5875 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123
(858) 514-8377

DATE PREPARED: 08/25/2017
EXHIBIT “A”
LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT
ASSessor PARCEL NUMBER: 344-280-19-00
MCCTP PARCEL No: 40218-10

All that portion of parcel 2 of parcel map number 15965 recorded on January 30, 1990 as file number 90-053631 of the official records in the office of the San Diego county recorder, all being in the city of San Diego, county of San Diego, state of California, more particularly described as follows:

Commencing at the intersection of the southerly right of way line of nobel drive per street reservation recorded as instrument number 94-0224008 recorded on April 05, 1994 O.R. a copy is on file at the San Diego county recorders office, and the westerly line of parcel 1 being the same as the easterly line of parcel 2 per said parcel map 15965; said westerly line of parcel 1 and easterly line of parcel 2 is a 35.00 foot radius curve concave to the southeast and having a beginning radial bearing of north 73° 14’ 30” west from the radius point; thence southwesterly along the arc of the said 35.00 foot radius (35.00 foot radius record) curve for a distance of 17.77 feet through a central angle of 29° 04’ 58” to a tangent line; thence continuing along the westerly line of parcel 1 and the easterly line of parcel 2 per said parcel map 15965 along a bearing of south 12° 19’ 28” east for a distance of 264.53 feet (south 12° 18’ 50” east, 264.52 feet record); thence continuing along the westerly line of parcel 1 and the easterly line of parcel 2 per said parcel map 15965 along a bearing of south 7° 36’ 49” west (south 7° 37’ 27” west record) for a distance of 105.00 feet; thence continuing along the westerly line of parcel 1 and the easterly line of parcel 2 per said parcel map 15965 along a bearing of north 22° 00’ 00” west for a distance of 105.00 feet; thence continuing along the westerly line of parcel 1 and the easterly line of parcel 2 per said parcel map 15965 along a bearing of south 7° 36’ 49” west (south 7° 37’ 27” west record) for a distance of 168.65 feet to the true point of beginning; thence continuing along the westerly line of parcel 1 and the easterly line of parcel 2 per said parcel map 15965 along a bearing of south 7° 36’ 49” west (south 7° 37’ 27” west record) for a distance of 87.52 feet; thence continuing along the westerly line of parcel 1 and the easterly line of parcel 2 per said parcel map 15965 along a bearing of south 7° 36’ 49” west (south 7° 37’ 27” west record) for a distance of 84.86 feet; thence continuing along the westerly line of parcel 1 and the easterly line of parcel 2 per said parcel map 15965 along a bearing of south 7° 36’ 49” west (south 7° 37’ 27” west record) for a distance of 131.61 feet to the southeast corner of parcel 2 per said parcel map 15965; thence along the southerly line of said parcel 2 per said parcel map 15965 along a bearing of north 82° 23’ 11” west for a distance of 2.14 feet; thence leaving the southerly line of parcel 2 per said parcel map 15965 along a line having a bearing of north 7° 42’ 23” east for
A DISTANCE OF 152.20 FEET TO THE BEGINNING OF A 20.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID 20.00 FOOT RADIUS CURVE FOR A DISTANCE OF 14.55 FEET THROUGH A CENTRAL ANGLE OF 41° 40' 41" TO A TANGENT LINE; THENCE NORTH 49° 23' 04" EAST FOR A DISTANCE OF 36.70 FEET TO THE BEGINNING OF A 36.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID 36.00 FOOT RADIUS CURVE FOR A DISTANCE OF 26.28 FEET THROUGH A CENTRAL ANGLE OF 41° 49' 53" TO A TANGENT LINE; THENCE NORTH 7° 33' 12" EAST FOR A DISTANCE OF 62.27 FEET; THENCE SOUTH 82° 21' 36" EAST FOR A DISTANCE OF 23.28 FEET RETURNING TO THE TRUE POINT OF BEGINNING.

THIS DESCRIPTION CONTAINS 3,839 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 14492.

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.

ANDREW P. ZIEMNIAK — PLS 6133 LICENSE EXPIRATION: 3-31-2018
*SEE SHEET 4 FOR EXISTING EASEMENTS

NOTES

1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6, EPSGD 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207" AND "GPS-251" BEING N12°06'48"W, PER ROSS 14492.
DESCRIPTION:
PORTION OF PARCEL 2 OF PARCEL MAP 15965
OWNER:
8650 VILLA LA JOLLA INC
PARCEL NUMBER:
40218-10

MATCH LINE SEE SHEET 1

PARCEL 1
PM 15965
344-280-20

MATCH LINE SEE SHEET 3

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 3,839 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6, EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207" AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

MID-COAST CORRIDOR TRANSIT PROJECT
5675 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123
(858) 514-8377

SCALE:
1" = 50'
DRAFTED:
AB
CHECKED:
AZ
DATE PREPARED:
08/25/2017
DESCRIPTION:
PORTION OF PARCEL 2
OF PARCEL MAP 15965
OWNER:
8650 VILLA LA JOLLA INC
PARCEL NUMBER:
40218-10

MID-COAST CORRIDOR TRANSIT PROJECT
DE DOKKEN
ENGINEERING
5675 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123
(858) 514-8377

SCALE:
1" = 50'
DRAWN:
AB
CHECKED:
AZ
DATE PREPARED:
08/25/2017

MATCH LINE SEE SHEET 2

PARCEL 1
PM 15965
344-280-20

PARCEL 2
PM 15965
344-280-19

PARCEL 3
PM 8363
344-280-08

LINE TABLE

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<tr>
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<td>N82°23'11&quot;W</td>
</tr>
<tr>
<td>L5</td>
<td>152.20'</td>
<td>N07°42'23&quot;E</td>
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WATER EASEMENT PER DEED
REC. 12/08/1978 AS INST.
NO. 78-529152, O.R.

15' SEWER, OPEN SPACE,
PEDESTRIAN & NON-MOTOR VEHICLE
EASEMENT GRANTED PER MAP 6985

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 3,839 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.
DESCRIPTION:
PORTION OF PARCEL 2 OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40218-10

EXHIBIT "B"

SANDAG PARCEL PER DOC. NO. 2010-0575179,
REC. 10/26/2010, O.R.
APN 344-280-22

PARCEL 1
PM 15965
344-280-20

PARCEL 2
PM 15965
344-280-19

15' SEWER, OPEN SPACE, PEDESTRIAN & NON-MOTOR VEHICLE EASEMENT GRANTED PER MAP 6985

*EXISTING EASEMENT AND DOCUMENT SHEET

MID-COAST CORRIDOR TRANSIT PROJECT
DOKKEN ENGINEERING
5875 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123
(858) 514-8377

SCALE: 1" = 50'
DRAFTED: AB
CHECKED: AZ
DATE PREPARED: 06/25/2017

No. 6133
EXP. 03/31/18
STATE OF CALIFORNIA

Andrew P. Ziemian
REGISTERED LAND SURVEYOR

141
EXHIBIT “A”
LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-19-00
MCCTP PARCEL No: 40218-11

ALL THAT PORTION OF PARCEL 2 OF PARCEL MAP NUMBER 15965 RECORDED ON JANUARY 30, 1990 AS FILE NUMBER 90-053631 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 RECORDED ON APRIL 05, 1994 O.R. A COPY IS ON FILE AT THE SAN DIEGO COUNTY RECORDERS OFFICE, AND THE WESTERLY LINE OF PARCEL 1 ALSO BEING THE EASTERNLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; SAID WESTERLY LINE OF PARCEL 1 AND EASTERNLY LINE OF PARCEL 2 IS A 35.00 FOOT (35.00 FOOT RECORD) RADIUS CURVE CONCAVE TO THE SOUTHEAST AND HAVING A BEGINNING RADIAL BEARING OF NORTH 73° 14' 30" WEST FROM THE RADIUS POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID 35.00 FOOT RADIUS CURVE FOR A DISTANCE OF 17.77 FEET THROUGH A CENTRAL ANGLE OF 29° 04' 58" TO A TANGENT LINE; THENCE CONTINUING ALONG THE WESTERLY LINE OF PARCEL 1 AND THE EASTERNLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 12° 19' 28" EAST (SOUTH 12° 18' 50" EAST RECORD) FOR A DISTANCE OF 197.10 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE WESTERLY LINE OF PARCEL 1 AND THE EASTERNLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 12° 19' 28" EAST (SOUTH 12° 18' 50" EAST RECORD) FOR A DISTANCE OF 67.43 FEET; THENCE CONTINUING ALONG THE WESTERLY LINE OF PARCEL 1 AND THE EASTERNLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 7° 36' 49" WEST (SOUTH 7° 37' 27" WEST RECORD) FOR A DISTANCE OF 168.65 FEET; THENCE LEAVING THE WESTERLY LINE OF PARCEL 1 AND THE EASTERNLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 82° 21' 36" WEST FOR A DISTANCE OF 23.28 FEET; THENCE NORTH 7° 33' 12" EAST FOR A DISTANCE OF 232.03 FEET; THENCE SOUTH 82° 11' 31" EAST FOR A DISTANCE OF 0.54 FEET RETURNING TO THE TRUE POINT OF BEGINNING.

THIS DESCRIPTION CONTAINS 4,702 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 14492.

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.

ANDREW P. ZIEMNIAK – PLS 6133
LICENSE EXPIRATION: 3-31-2018
DATED 8-25-2017
MATCH LINE SEE SHEET 1

WATER EASEMENT PER DEED REC. 12/08/1978 AS INST. NO. 78-529152, O.R.

WATER EASEMENT TO CITY OF SAN DIEGO REC. 05/03/1994 AS INST. NO. 94-0295261, O.R.

PARCEL 1
PM 15965
344-280-20

PARCEL 2
PM 15965
344-280-19

15' SEWER, OPEN SPACE, PEDESTRIAN & NON-MOTOR VEHICLE EASEMENT GRANTED PER MAP 6985

LINE TABLE

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<tr>
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<tr>
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<td>N07°33'12&quot;E</td>
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LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 4,702 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCSB3, ZONE 6, EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207" AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.
EXHIBIT 'B'

STREET RESERVATION TO
CITY OF SAN DIEGO
REC. 04/05/1994 AS
INST. NO. 94-0224008, O.R.

SLOPE EASEMENT TO
CITY OF SAN DIEGO
REC. 04/05/1994 AS
INST. NO. 94-0224009, O.R.

ELECTRICAL EASEMENT
REC. 04/05/1994
INST. NO. 94-0224015, O.R.

WATER EASEMENT TO
CITY OF SAN DIEGO
REC. 05/03/1994 AS
INST. NO. 94-0295261, O.R.

TRAFFIC SIGNAL EASEMENT
TO CITY OF SAN DIEGO,
REC. 07/31/1989 AS INST.
NO. 89-404201 &
CORRECTED 12/07/1989 AS
INST. NO. 89-662075, O.R.

PARCEL 1
PM 15965
344-280-20

PARCEL 2
PM 15965
344-280-19

15' SEWER, OPEN
SPACE, PEDESTRIAN &
NON-MOTOR VEHICLE
EASEMENT GRANTED
PER MAP 6985

PREDATORY LAND SURVEY
AND

EWNING:

PORTION OF PARCEL 2
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40218-11

*EXISTING EASEMENT AND DOCUMENT SHEET

MID-COAST CORRIDOR TRANSIT PROJECT

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40218-11

SCALE: 1" = 50'
DRAFTED: AB
CHECKED: AZ
DATE PREPARED: 08/25/2017

147
EXHIBIT “A”
LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-19-00
MCCTP PARCEL No: 40218-12

ALL THAT PORTION OF PARCEL 2 OF PARCEL MAP NUMBER 15965 RECORDED ON JANUARY 30, 1990 AS FILE NUMBER 90-053631 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 RECORDED ON APRIL 05, 1994 O.R. A COPY IS ON FILE AT THE SAN DIEGO COUNTY RECORDER’S OFFICE, AND THE WESTERLY LINE OF PARCEL 1 ALSO BEING THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; SAID WESTERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 IS A 35.00 FOOT (35.00 FOOT RECORD) RADIUS CURVE CONCAVE TO THE SOUTHEAST AND HAVING A BEGINNING RADIAL BEARING OF NORTH 73° 14' 30" WEST FROM THE RADIUS POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID 35.00 FOOT RADIUS CURVE FOR A DISTANCE OF 17.77 FEET THROUGH A CENTRAL ANGLE OF 29° 04' 58" TO A TANGENT LINE; THENCE CONTINUING ALONG THE WESTERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 12° 19' 28" EAST (SOUTH 12° 18' 50" EAST RECORD) FOR A DISTANCE OF 195.52 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE WESTERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 12° 19' 28" EAST (SOUTH 12° 18' 50" EAST RECORD) FOR A DISTANCE OF 1.57 FEET; THENCE LEAVING THE WESTERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 82° 11' 31" WEST FOR A DISTANCE OF 0.54 FEET; THENCE NORTH 7° 33' 12" EAST FOR A DISTANCE OF 1.48 FEET RETURNING TO THE TRUE POINT OF BEGINNING.

THIS DESCRIPTION CONTAINS 1 SQUARE FOOT, MORE OR LESS.

BEARINGS AND DISTANCES USED IN THIS DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6, PER ROS 14492.
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.

ANDREW P. ZIEMNIAK – PLS 6133
LICENSE EXPIRATION: 3-31-2018

DATED 8-25-2017
EXHIBIT 'B'

STREET RESERVATION TO CITY OF SAN DIEGO
REG. 04/05/1994 AS
INST. NO. 94–0224008, O.R.

COMMENCING POINT
N73°14'30"W (R)
L=17.77',
R=35.00',
B=29°04'58"

PARCEL 1
PM 15965
344–280–20

PARCEL 2
PM 15965
344–280–19

DETAIL NOT TO SCALE

NOTE:

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 1 SQUARE FOOT

DESCRIPTION:
PORTION OF PARCEL 2 OF PARCEL MAP 15965
OWNER:
8650 VILLA LA JOLLA INC
PARCEL NUMBER:
40218–12

MID-COAST CORRIDOR TRANSIT PROJECT
DOKKEN ENGINEERING
5876 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123
(858) 514–8377

SHEET 1 OF 2
SCALE:
1" = 50'
DRAFTED:
AB
CHECKED:
AZ
DATE PREPARED:
08/25/2017
DESCRIPTION:
PORTION OF PARCEL 2
OF PARCEL MAP 15985

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40218-12

MID-COAST CORRIDOR TRANSIT PROJECT
DOKKEN
ENGINEERING
5875 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123
(619) 514-8377

EXHIBIT "B"

PARCEL 1
PM 15965
344-280-20

PARCEL 2
PM 15965
344-280-19

15' SEWER, OPEN SPACE, PEDESTRIAN & NON-MOTOR VEHICLE EASEMENT GRANTED PER MAP 6985

*EXISTING EASEMENT AND DOCUMENT SHEET

SCALE:
"1" = 50'

DRAFTED:
AB

CHECKED:
AZ

DATE PREPARED:
08/25/2017

152
EXHIBIT “A”
LEGAL DESCRIPTION

PERMANENT EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-20-00
MCCTP PARCEL No: 40219-1

ALL THAT PORTION OF PARCEL 1 OF PARCEL MAP NUMBER 15965 RECORDED ON
JANUARY 30, 1990 AS FILE NUMBER 90-053631 OF THE OFFICIAL RECORDS IN THE
OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO,
COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP
15965 ALSO BEING THE NORTHEAST CORNER OF PARCEL 3 PER PARCEL MAP 8363
RECORDED AS FILE NUMBER 79-047105 ON JANUARY 30, 1979 O.R. A COPY OF WHICH
IS ON FILE AT THE OFFICE OF THE SAN DIEGO COUNTY RECORDER; THENCE NORTH 7°
37’ 05” EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY
RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36’
40” EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF
SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A
BEARING OF NORTH 4° 17’ 33” EAST FOR A DISTANCE OF 140.23 FEET (NORTH 4° 19’
39” EAST, 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF
SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A
BEARING OF NORTH 1° 06’ 55” WEST FOR A DISTANCE OF 261.43 FEET (NORTH 1° 06’
25” WEST, 261.40 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF
SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A
BEARING OF NORTH 1° 53’ 55” EAST FOR A DISTANCE OF 35.48 FEET TO THE TRUE
POINT OF BEGINNING; THENCE LEAVING THE EASTERLY LINE OF SAID PARCEL 1 AND
THE WESTERLY RIGHT OF WAY OF INTERSTATE 5 ALONG A LINE HAVING A BEARING OF
SOUTH 2° 13’ 34” WEST FOR A DISTANCE OF 101.17 FEET; THENCE NORTH 87° 46’ 26”
WEST FOR A DISTANCE OF 9.50 FEET TO THE BEGINNING OF A 3.00 FOOT RADIUS
TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG
THE ARC OF SAID 3.00 FOOT RADIUS CURVE FOR A DISTANCE OF 4.71 FEET THROUGH
A CENTRAL ANGLE OF 90° 00’ 00” TO A TANGENT LINE; THENCE NORTH 2° 13’ 34”
EAST FOR A DISTANCE OF 331.71 FEET; THENCE NORTH 82° 11’ 31” WEST FOR A
DISTANCE OF 54.05 FEET TO THE BEGINNING OF A 2.00 FOOT RADIUS TANGENT
CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG THE ARC OF
SAID 2.00 FOOT RADIUS CURVE FOR A DISTANCE OF 3.14 FEET THROUGH A CENTRAL
ANGLE OF 90° 00’ 00” TO A TANGENT LINE; THENCE NORTH 7° 48’ 29” EAST FOR A
DISTANCE OF 1.72 FEET; THENCE NORTH 52° 56’ 39” WEST FOR A DISTANCE OF 16.94
FEET; THENCE NORTH 82° 11’ 31” WEST FOR A DISTANCE OF 6.75 FEET TO THE
BEGINNING OF A 2.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE NORTHEAST;
THENCE NORTHWESTERLY ALONG THE ARC OF SAID 2.00 FOOT RADIUS CURVE FOR A DISTANCE OF 3.14 FEET THROUGH A CENTRAL ANGLE OF 90° 00' 00" TO A TANGENT LINE; THENCE NORTH 7° 48' 29" EAST FOR A DISTANCE OF 69.36 FEET TO THE BEGINNING OF A 1.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID 1.00 FOOT RADIUS CURVE FOR A DISTANCE OF 4.71 FEET THROUGH A CENTRAL ANGLE OF 90° 00' 00" TO A TANGENT LINE; THENCE SOUTH 82° 11' 31" EAST FOR A DISTANCE OF 3.00 FEET TO THE BEGINNING OF A 1.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID 1.00 FOOT RADIUS CURVE FOR A DISTANCE OF 1.57 FEET THROUGH A CENTRAL ANGLE OF 90° 00' 00" TO A TANGENT LINE; THENCE SOUTH 82° 11' 31" EAST FOR A DISTANCE OF 35.00 FEET; THENCE NORTH 7° 48' 29" EAST FOR A DISTANCE OF 69.36 FEET TO THE TRUE POINT OF BEGINNING.

THIS DESCRIPTION CONTAINS 10,629 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 14492.

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.

ANDREW P. ZIEMNIAK – PLS 6133
LICENSE EXPIRATION: 3-31-2018

DATED 8-25-2017
MATCH LINE SEE SHEET 2

PARCEL 1
PM 15965
344-280-20

PARCEL 3
PM 8363
344-280-08

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 10,629 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

DESCRIPTION:
PORTION OF PARCEL 1
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-1

MID-COAST CORRIDOR TRANSIT PROJECT

SCALE: 1" = 50'
DRAFTED: AB
CHECKED: AZ
DATE PREPARED: 08/25/2017
DESCRIPTION:
PORTION OF PARCEL 1
OF PARCEL MAP 15965
OWNER:
8650 VILLA LA JOLLA INC
PARCEL NUMBER:
40219-1

MID-COAST CORRIDOR TRANSIT PROJECT
5675 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 10,629 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.
STREET RESERVATION TO CITY OF SAN DIEGO
REC. 04/05/1994 AS INST. NO. 94-0224008, O.R.

SLOPE EASEMENT TO CITY OF SAN DIEGO
REC. 04/05/1994 AS INST. NO. 94-0224009, O.R.

CURVE TABLE

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MATCH LINE SEE SHEET 2

DESCRIPTION:
PORTION OF PARCEL 1
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-1

MID-COAST CORRIDOR TRANSIT PROJECT

SCALE:
1" = 50'

DRAFTED:
AB

CHECKED:
AZ

DATE PREPARED:
08/25/2017

DEKKEN
ENGINEERING

5675 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123

159
(858) 514-8377
EXHIBIT "A"
LEGAL DESCRIPTION

PERMANENT EASEMENT
ASSessor PARCEL NUMBER: 344-280-20-00
MCCTP PARCEL No: 40219-2

ALL THAT PORTION OF PARCEL 1 OF PARCEL MAP NUMBER 15965 RECORDED ON JANUARY 30, 1990 AS FILE NUMBER 90-053631 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 82° 23' 11" WEST (NORTH 82° 22' 33" WEST RECORD) ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE NORTHEAST CORNER OF PARCEL 3 PER PARCEL MAP 8363 RECORDED AS FILE NUMBER 79-047105 RECORDED JANUARY 30, 1979 OF OFFICIAL RECORDS, A COPY OF WHICH IS ON FILE AT THE OFFICE OF THE SAN DIEGO COUNTY RECORDER FOR A DISTANCE OF 29.17 FEET TO THE TRUE POINT OF BEGINNING 1; THENCE CONTINUING ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 1 PER SAID PARCEL MAP 15965 ALSO BEING THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 ALONG A BEARING OF NORTH 82° 23’ 11” WEST (NORTH 82° 22’ 33” WEST RECORD) FOR A DISTANCE OF 24.00 FEET; THENCE LEAVING THE SOUTH EASTERLY LINE OF SAID PARCEL 1 PER SAID PARCEL MAP 15965 ALSO BEING THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 ALONG A LINE HAVING A BEARING OF NORTH 7° 12’ 55” EAST FOR A DISTANCE OF 124.48 FEET; THENCE NORTH 2° 13’ 34” EAST FOR A DISTANCE OF 134.45 FEET; THENCE NORTH 1° 12’ 35” EAST FOR A DISTANCE OF 28.19 FEET; THENCE SOUTH 2° 13’ 34” EAST FOR A DISTANCE OF 149.24 FEET; THENCE SOUTH 88° 00’ 20” EAST FOR A DISTANCE OF 24.00 FEET; THENCE SOUTH 2° 13’ 34” WEST FOR A DISTANCE OF 149.13 FEET; THENCE SOUTH 1° 12’ 35” WEST FOR A DISTANCE OF 28.19 FEET; THENCE SOUTH 2° 13’ 34” WEST FOR A DISTANCE OF 135.71 FEET; THENCE SOUTH 7° 12’ 55” WEST FOR A DISTANCE OF 125.69 FEET RETURNING TO THE TRUE POINT OF BEGINNING 1.

PARCEL 2

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 ALSO BEING THE NORTHEAST CORNER OF PARCEL 3 PER SAID PARCEL MAP 8363 THENCE NORTH 7° 37’ 05” EAST ALONG THE EASTERNLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF
45.50 FEET (NORTH 7° 36’ 40” EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17’ 33” EAST FOR A DISTANCE OF 140.23 FEET (NORTH 4° 19’ 39” EAST, 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06’ 55” WEST FOR A DISTANCE OF 261.43 FEET (NORTH 1° 06’ 25” WEST, 261.40 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 53’ 55” EAST FOR A DISTANCE OF 275.46 FEET (NORTH 1° 53’ 20” EAST, 275.47 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 5° 12’ 28” EAST (NORTH 5° 12’ 28” EAST RECORD) FOR A DISTANCE OF 76.96 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 82° 11’ 31” WEST FOR A DISTANCE OF 26.54 FEET TO THE TRUE POINT OF BEGINNING 2; THENCE NORTH 82° 11’ 31” WEST FOR A DISTANCE OF 59.00 FEET TO THE BEGINNING OF A 1.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID 1.00 FOOT RADIUS CURVE FOR A DISTANCE OF 1.57 FEET THROUGH A CENTRAL ANGLE OF 90° 00’ 00” TO A TANGENT LINE; THENCE SOUTH 7° 48’ 29” WEST FOR A DISTANCE OF 63.36 FEET; THENCE NORTH 82° 11’ 31” WEST FOR A DISTANCE OF 24.00 FEET; THENCE NORTH 7° 48’ 29” EAST FOR A DISTANCE OF 78.49 FEET TO THE BEGINNING OF A 20.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG THE ARC OF THE 20.00 FOOT RADIUS CURVE FOR A DISTANCE OF 7.16 FEET THROUGH A CENTRAL ANGLE OF 20° 30’ 31” TO A TANGENT LINE; THENCE NORTH 12° 42’ 02” WEST FOR A DISTANCE OF 44.36 FEET; THENCE NORTH 76° 08’ 13” EAST FOR A DISTANCE OF 1.21 FEET; THENCE NORTH 12° 42’ 02” WEST FOR A DISTANCE OF 62.52 FEET TO A POINT ON A NON-TANGENT 3.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST AND HAVING A BEGINNING RADIAL BEARING OF SOUTH 42° 08’ 15” EAST FROM THE RADIUS POINT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID 3.00 FOOT RADIUS CURVE FOR A DISTANCE OF 3.09 FEET THROUGH A CENTRAL ANGLE OF 58° 56’ 04” TO A TANGENT LINE; THENCE NORTH 11° 04’ 19” WEST FOR A DISTANCE OF 2.40 FEET; THENCE NORTH 78° 55’ 41” EAST FOR A DISTANCE OF 99.99 FEET; THENCE SOUTH 33° 35’ 43” EAST FOR A DISTANCE OF 39.99 FEET; THENCE SOUTH 7° 48’ 29” WEST FOR A DISTANCE OF 9.22 FEET TO THE BEGINNING OF A 3.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID 3.00 FOOT RADIUS TANGENT CURVE FOR A DISTANCE OF 2.19 FEET THROUGH A CENTRAL ANGLE OF 41° 53’ 05” TO A NON-TANGENT LINE; THENCE SOUTH 7° 48’ 29” WEST FOR A DISTANCE OF 118.00 FEET RETURNING TO THE TRUE POINT OF BEGINNING 2, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL 2A.
PARCEL 2A

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 ALSO BEING THE NORTHEAST CORNER OF PARCEL 3 PER SAID PARCEL MAP 8363 THENCE NORTH 7° 37’ 05” EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36’ 40” EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17’ 33” EAST FOR A DISTANCE OF 140.23 FEET (NORTH 4° 19’ 39” EAST, 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06’ 55” WEST FOR A DISTANCE OF 261.43 FEET (NORTH 1° 06’ 25” WEST, 261.40 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 53’ 55” EAST FOR A DISTANCE OF 275.46 FEET (NORTH 1° 53’ 20” EAST, 275.47 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 5° 12’ 28” EAST (NORTH 5° 12’ 28” EAST RECORD) FOR A DISTANCE OF 100.98 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 82° 11’ 31” WEST FOR A DISTANCE OF 52.45 FEET TO THE TRUE POINT OF BEGINNING 2A; THENCE NORTH 82° 11’ 31” WEST FOR A DISTANCE OF 31.64 FEET TO THE BEGINNING OF A 3.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID 3.00 FOOT RADIUS CURVE FOR A DISTANCE OF 3.64 FEET THROUGH A CENTRAL ANGLE OF 69° 29’ 29” TO A TANGENT LINE; THENCE NORTH 12° 42’ 02” WEST FOR A DISTANCE OF 80.77 FEET TO THE BEGINNING OF A 10.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID 10.00 FOOT RADIUS CURVE FOR A DISTANCE OF 15.99 FEET THROUGH A CENTRAL ANGLE OF 91° 37’ 43” TO A TANGENT LINE; THENCE NORTH 78° 55’ 41” EAST FOR A DISTANCE OF 38.43 FEET TO THE BEGINNING OF A 20.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID 20.00 FOOT RADIUS CURVE FOR A DISTANCE OF 26.50 FEET THROUGH A CENTRAL ANGLE OF 75° 55’ 00” TO THE BEGINNING OF A NON-TANGENT LINE; THENCE SOUTH 7° 48’ 29” WEST FOR A DISTANCE OF 91.95 FEET TO THE BEGINNING OF A 3.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID 3.00 FOOT RADIUS CURVE FOR A DISTANCE OF 4.71 FEET THROUGH A CENTRAL ANGLE OF 90° 00’ 00” RETURNING TO THE TRUE POINT OF BEGINNING 2A.

THESE DESCRIPTIONS CONTAIN 21,516 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 14492.

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.

ANDREW P. ZIEMNIAK – PLS 6133
LICENSE EXPIRATION: 3-31-2018
DATED 8-25-2017
DESCRIPTION:
PORTION OF PARCEL 1
OF PARCEL MAP 15965
OWNER:
8650 VILLA LA JOLLA INC
PARCEL NUMBER:
40219-2

PARCEL 1
PM 15965
344-280-20

PARCEL 3
PM 8363
344-280-08

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 21,516 SQUARE FEET
NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

LINE TABLE
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<td>149.13'</td>
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<td>125.69'</td>
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MATCH LINE SEE SHEET 2

EXHIBIT 'B'

MID-COAST CORRIDOR TRANSIT PROJECT

DOKKEN ENGINEERING
5675 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123
(858) 514-8377

SCALE:
1" = 50'

DRAFTED:
AB

CHECKED:
AZ

DATE PREPARED:
08/25/2017

DEPARTMENT OF TRANSPORTATION OF THE CITY OF SAN DIEGO,
STATE OF CALIFORNIA
PARCEL 1
PM 15965
344-280-20

LINE TABLE

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<td>149.13</td>
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NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6, EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207" AND "GPS-251" BEING N12°06'48"W, PER ROC 14492.

DESCRIPTION:
PORTION OF PARCEL 1 OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-2

MID-COAST CORRIDOR TRANSIT PROJECT
STREET RESERVATION TO CITY OF SAN DIEGO
REC. 04/05/1994 AS INST. NO. 94-0224008, O.R.

SLOPE EASEMENT TO CITY OF SAN DIEGO
REC. 04/05/1994 AS INST. NO. 94-0224009, O.R.

PARCEL 1
PM 15965
344-280-20

CURVE TABLE

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<td>91°37'43&quot;</td>
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<td>C7</td>
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<td>20.00'</td>
<td>75°55'00&quot;</td>
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<tr>
<td>C8</td>
<td>4.71'</td>
<td>3.00'</td>
<td>90°00'00&quot;</td>
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LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 21,516 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.
LEGEND

T.P.O.B.  TRUE POINT OF BEGINNING
TOTAL AREA = 21,516 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6, EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207" AND "GPS-251" BEING N12°06'48"W, PER RDS 14492.

MID-COAST CORRIDOR TRANSIT PROJECT
PERMANENT EASEMENT

ASSESSOR PARCEL NUMBER: 344-280-20-00
MCCTP PARCEL No: 40219-3

ALL THAT PORTION OF PARCEL 1 OF PARCEL MAP NUMBER 15965 RECORDED ON JANUARY 30, 1990 AS FILE NUMBER 90-053631 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 ALSO BEING THE NORTHEAST CORNER OF PARCEL 3 PER PARCEL MAP 8363 RECORDED AS FILE NUMBER 79-047105 RECORDED JANUARY 30, 1979, A COPY OF WHICH IS ON FILE AT THE OFFICE OF THE SAN DIEGO COUNTY RECORDER; THENCE NORTH 7" 37' 05" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7" 36' 40" EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17' 33" EAST FOR A DISTANCE OF 140.23 FEET (NORTH 4° 19' 39" EAST, 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06' 55" WEST (NORTH 1° 06' 25" WEST RECORD) FOR A DISTANCE OF 256.02 FEET THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 88° 00' 20" WEST FOR A DISTANCE OF 13.02 FEET TO THE TRUE POINT OF BEGINNING 1; THENCE CONTINUING ALONG A LINE HAVING A BEARING OF NORTH 88° 00' 20" WEST FOR A DISTANCE OF 24.00 FEET TO THE BEGINNING OF A 5.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A BEGINNING RADIAL BEARING OF SOUTH 88° 43' 58" EAST FROM THE RADIUS POINT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID 5.00 FOOT RADIUS CURVE FOR A DISTANCE OF 7.28 FEET THROUGH A CENTRAL ANGLE OF 83° 27' 33" TO A TANGENT LINE; THENCE NORTH 82° 11' 31" WEST FOR A DISTANCE OF 5.98 FEET; THENCE NORTH 7° 48' 29" EAST FOR A DISTANCE OF 25.00 FEET; THENCE SOUTH 82° 11' 31" EAST FOR A DISTANCE OF 2.56 FEET TO THE BEGINNING OF A 5.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID 5.00 FOOT RADIUS CURVE FOR A DISTANCE OF 8.34 FEET THROUGH A CENTRAL ANGLE OF 95° 34' 55" TO A TANGENT LINE; THENCE NORTH 2° 13' 34"
EAST FOR A DISTANCE OF 175.64 FEET; THENCE NORTH 2° 00’ 32” WEST FOR A DISTANCE OF 30.85 FEET TO THE BEGINNING OF A 3.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID 3.00 FOOT RADIUS CURVE FOR A DISTANCE OF 3.19 FEET THROUGH A CENTRAL ANGLE OF 60° 51’ 40” TO A TANGENT LINE; THENCE NORTH 62° 52’ 11” WEST FOR A DISTANCE OF 24.31 FEET TO THE BEGINNING OF A 20.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE ALONG THE ARC OF SAID 20.00 FOOT RADIUS CURVE FOR A DISTANCE OF 6.74 FEET THROUGH A CENTRAL ANGLE OF 19° 19’ 20” TO A TANGENT LINE; THENCE NORTH 82° 11’ 31” WEST FOR A DISTANCE OF 128.31 FEET TO A POINT ON THE WEstERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 OF SAID PARCEL MAP 15965; THENCE NORTH 12° 19’ 28” WEST ALONG THE WESTERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 FOR A DISTANCE OF 209.88 FEET TO THE BEGINNING OF A 35.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE EAST (35.00 FOOT RADIUS CURVE RECORD); THENCE ALONG THE ARC OF THE 35.00 FOOT RADIUS CURVE IN A NORTHEASTERLY DIRECTION ALONG THE WESTERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 FOR A DISTANCE OF 17.77 FEET THROUGH A CENTRAL ANGLE OF 29° 04’ 58” TO A POINT ON THE NON-TANGENT NORTHERLY LINE OF PARCEL 1 ALSO BEING THE SOUTHERLY RIGHT OF WAY OF NOBEL DRIVE PER THE STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 ON APRIL 05, 1994 O.R. A COPY OF WHICH IS ON FILE AT THE OFFICE OF THE SAN DIEGO COUNTY RECORDER; THENCE NORTH 77° 40’ 35” EAST (NORTH 77° 41’ 10” EAST RECORD) ALONG THE NORTHERLY LINE OF PARCEL 1 AND THE SOUTHERLY RIGHT OF WAY OF NOBEL DRIVE PER STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008, FOR A DISTANCE OF 9.18 FEET; THENCE LEAVING THE NORTHERLY LINE OF PARCEL 1 AND THE SOUTHERLY RIGHT OF WAY OF NOBEL DRIVE ALONG A LINE HAVING A BEARING OF SOUTH 13° 33’ 27” EAST FOR A DISTANCE OF 179.70 FEET TO THE BEGINNING OF A 10.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID 10.00 FOOT RADIUS CURVE FOR A DISTANCE OF 11.98 FEET THROUGH A CENTRAL ANGLE OF 68° 38’ 04” TO A TANGENT LINE; THENCE SOUTH 82° 11’ 31” EAST FOR A DISTANCE OF 93.73 FEET; THENCE SOUTH 7° 48’ 29” WEST FOR A DISTANCE OF 6.00 FEET TO THE BEGINNING OF A 2.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE ALONG THE ARC OF SAID 2.00 FOOT RADIUS CURVE FOR A DISTANCE OF 3.14 FEET THROUGH A CENTRAL ANGLE OF 90° 00’ 00” TO A TANGENT LINE; THENCE SOUTH 82° 11’ 31” EAST FOR A DISTANCE OF 6.75 FEET; THENCE SOUTH 52° 56’ 39” EAST FOR A DISTANCE OF 16.94 FEET; THENCE SOUTH 7° 48’ 29” WEST FOR A DISTANCE OF 1.72 FEET TO THE BEGINNING OF A 2.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG THE ARC OF THE 2.00 FOOT RADIUS CURVE FOR A DISTANCE OF 3.14 FEET THROUGH A CENTRAL ANGLE OF 90° 00’ 00” TO A TANGENT LINE; THENCE SOUTH 82° 11’ 31” EAST FOR A DISTANCE OF 54.05 FEET; THENCE SOUTH 2° 13’ 34” WEST FOR A DISTANCE OF 274.48 FEET RETURNING TO THE TRUE POINT OF BEGINNING 1.
PARCEL 2

BEGINNING AT THE TRUE POINT OF BEGINNING 2 BEING THE NORTHEASTERLY CORNER OF PARCEL 1 AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER THE STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 ON APRIL 05, 1994 O.R. A COPY IS ON FILE AT THE SAN DIEGO COUNTY RECORDERS OFFICE AND THE EASTERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965, THENCE SOUTH 34° 16' 01" EAST ALONG THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 FOR A DISTANCE OF 59.52 FEET (SOUTH 34° 16' 50" EAST RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 5° 12' 28" WEST FOR A DISTANCE OF 138.00 FEET (SOUTH 5° 13' 07" WEST RECORD); THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 ALONG A LINE HAVING A BEARING OF NORTH 82° 11' 31" WEST FOR A DISTANCE OF 8.54 FEET; THENCE NORTH 7° 48' 29" EAST FOR A DISTANCE OF 135.15 FEET; THENCE NORTH 33° 35' 43" WEST FOR A DISTANCE OF 61.24 FEET TO A POINT ON A 5941.00 FOOT RADIUS (RADIUS = 5941.00 FEET RECORD PER ROADWAY RESERVATION DOCUMENT 94-0224008, RECORDED APRIL 05, 1994 O.R. ON FILE AT THE SAN DIEGO COUNTY RECORDERS OFFICE) NON-TANGENT CURVE ALONG THE NORTHERLY LINE OF PARCEL 1 ALSO BEING THE SOUTHERLY RIGHT OF WAY OF NOBEL DRIVE PER STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 AND PER SAID PARCEL MAP 15965, SAID CURVE IS CONCAVE TO THE SOUTHEAST AND HAVING A BEGINNING RADIAL BEARING OF NORTH 10° 20' 41" WEST FROM THE RADIUS POINT; THENCE ALONG THE ARC OF SAID 5941.00 FOOT RADIUS CURVE ALONG THE NORTHERLY LINE OF PARCEL 1 AND THE SOUTHERLY RIGHT OF WAY OF NOBEL DRIVE PER STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 AND SAID PARCEL MAP 15965 IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 3.05 FEET THROUGH A CENTRAL ANGLE OF 00° 01' 46" RETURNING TO THE TRUE POINT OF BEGINNING 2.

PARCEL 3

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 AND THE EASTERLY LINE OF PARCEL 1 THAT IS IN COINCIDENT WITH THE WESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; SAID WESTERLY LINE OF PARCEL 1 AND EASTERLY LINE OF PARCEL 2 IS A 35.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A BEGINNING RADIAL BEARING OF NORTH 48° 37' 14" EAST FROM THE RADIUS POINT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID 35.00 FOOT RADIUS CURVE FOR A DISTANCE OF 17.75 FEET THROUGH A CENTRAL ANGLE OF 29° 03' 18" TO A TANGENT LINE; THENCE CONTINUING ALONG THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY LINE OF
PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 12° 19' 28" EAST (SOUTH 12° 18' 50" EAST RECORD) FOR A DISTANCE OF 30.40 FEET TO THE TRUE POINT OF BEGINNING 3; THENCE CONTINUING ALONG THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 12° 19' 28" EAST (SOUTH 12° 18' 50" EAST RECORD) FOR A DISTANCE OF 122.85 FEET TO THE BEGINNING OF A 35.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE CONTINUING ALONG THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG THE ARC OF SAID 35.00 FOOT RADIUS CURVE FOR A DISTANCE OF 6.59 FEET THROUGH A CENTRAL ANGLE OF 10° 47' 06" TO A NON-TANGENT LINE; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 13° 33' 27" WEST FOR A DISTANCE OF 108.51 FEET TO THE BEGINNING OF A 60.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID 60.00 FOOT RADIUS CURVE FOR A DISTANCE OF 15.06 FEET THROUGH A CENTRAL ANGLE OF 14° 22' 37" TO A TANGENT LINE; THENCE NORTH 00° 49' 10" EAST FOR A DISTANCE OF 6.14 FEET RETURNING TO THE TRUE POINT OF BEGINNING 3.

THESE DESCRIPTIONS CONTAIN 17,536 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 14492.

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.

ANDREW P. ZIEMNIAK – PLS 6133
LICENSE EXPIRATION: 3-31-2018
DATED 8-25-2017

STATE OF CALIFORNIA
No. 6133
EXP. 03/31/18
LICENSEE
MATCH LINE SEE SHEET 2

PARCEL 2
PM 15965
344–280–19

PARCEL 1
PM 15965
344–280–20

WATER EASEMENT PER DEED
REC. 12/08/1978 AS INST.
NO. 78–529152, O.R.

15’ SEWER, OPEN SPACE,
PEDESTRIAN & NON–MOTOR VEHICLE
EASEMENT GRANTED PER MAP 6985

PARCEL 3
PM 8363
344–280–08

COMMENCING POINT

NO7°37'05"E
45.50'

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 17,536 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS “GPS–207”
AND “GPS–251” BEING N12°06'48"W, PER ROG 14492.
DESCRIPTION:
PORTION OF PARCEL 1 OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-3

MID-COAST CORRIDOR TRANSIT PROJECT

SCALE:
1" = 50'

DRAFTED:
AB

CHECKED:
AZ

DATE PREPARED:
08/25/2017

175 (858) 514-8377

5875 RUFFIN ROAD SUITE 250 SAN DIEGO, CA 92123
No. 6133  
EXP. 03/31/18

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING  
TOTAL AREA = 17,536 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,  
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO  
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207" AND  "GPS-251" BEING N12°06'48"W, PER ROS 14492.

DESCRIPTION:
PORTION OF PARCEL 1 OF PARCEL MAP 15965

OWNER: 8650 VILLA LA JOLLA INC

PARCEL NUMBER: 40219-3

MID-COAST CORRIDOR TRANSIT PROJECT

5675 RUFFIN ROAD  SUITE 250  SAN DIEGO, CA 92123  176
(858) 514-8377

SCALE: 1" = 50'

DRAFTED: AB

CHECKED: AZ

DATE PREPARED: 08/25/2017
STREET RESERVATION TO CITY OF SAN DIEGO
REC. 04/05/1994 AS
INST. NO. 94-024008, O.R.

NOBEL DRIVE
COMMENCING POINT 3

PARCEL 2
PM 15965
344-280-19

PARCEL 3

PARCEL 1
PM 15965
344-280-20

CURVE TABLE

<table>
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<th>CURVE</th>
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LINE TABLE

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LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 17,536 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER RDS 14492.

DESCRIPTION:
PORTION OF PARCEL 1
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-3

MID-COAST CORRIDOR TRANSIT PROJECT

SCALE:
NOT TO SCALE

DRAFTED:
AB

CHECKED:
AZ

DATE PREPARED:
08/25/2017

(655) 514-8377

DOKKEN
ENGINEERING

5675 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123

STATE OF CALIFORNIA
LICENSED LAND SURVEYOR
ANDREW P. ZIEMANN
No. 6133
EXP. 03/31/18
EXHIBIT 'B'

SANDAG PARCEL PER
DOC. NO. 2010-0575179,
REC. 10/26/2010, O.R.
APN 344-280-22

STREET RESERVATION TO
CITY OF SAN DIEGO
REC. 04/05/1994 AS
INST. NO. 94-0224008, O.R.

SLOPE EASEMENT TO
CITY OF SAN DIEGO
REC. 04/05/1994
AS INST. No.
94-0224009, O.R.

ELECTRICAL EASEMENT
REC. 04/05/1994
INST. NO. 94-0224015, O.R.

TRAFFIC SIGNAL EASEMENT TO CITY OF
SAN DIEGO, REC. 07/31/1989 AS INST. NO.
89-404201 & CORRECTED 12/07/1989 AS
INST. NO. 89-662975, O.R.

WATER EASEMENT TO
CITY OF SAN DIEGO
REC. 05/03/1994 AS
INST. NO. 94-0295261, O.R.

WATER EASEMENT TO
CITY OF SAN DIEGO
REC. 05/03/1994 AS
INST. NO. 94-0295261, O.R.

PARCEL 1
PM 15965
344-280-20

PARCEL 2
PM 15965
344-280-19

PARCEL 3

15' SEWER, OPEN SPACE,
PEDESTRIAN & NON-MOTOR VEHICLE
EASEMENT GRANTED PER MAP 6985

*EXISTING EASEMENT AND DOCUMENT SHEET

DESCRIPTION:
PORTION OF PARCEL 1
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-3

MID-COAST CORRIDOR TRANSIT PROJECT

DOKKEN
ENGINEERING

5875 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123

SCALE: 1" = 50'
DRAFTED: AB
CHECKED: AZ
DATE PREPARED: 08/25/2017

(658) 514-8377

178
EXHIBIT “A”
LEGAL DESCRIPTION

PERMANENT EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-20-00
MCCTP PARCEL No: 40219-4

ALL THAT PORTION OF PARCEL 1 OF PARCEL MAP NUMBER 15965 RECORDED ON
JANUARY 30, 1990 AS FILE NUMBER 90-053631 OF THE OFFICIAL RECORDS IN THE
OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO,
COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP
15965 ALSO BEING THE NORTHEAST CORNER OF PARCEL 3 PER PARCEL MAP 8363
RECORDED AS FILE NUMBER 79-047105 RECORDED ON JANUARY 30, 1979 OF OFFICIAL
RECORDS, A COPY OF WHICH IS ON FILE AT THE OFFICE OF THE SAN DIEGO COUNTY
RECORDER; THENCE NORTH 7° 37’ 05” EAST ALONG THE EASTERLY LINE OF SAID
PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A
DISTANCE OF 45.50 FEET (NORTH 7° 36’ 40” EAST, 45.78 FEET RECORD); THENCE
CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY
RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17’ 33” EAST
(NORTH 4° 19’ 39” EAST RECORD) FOR A DISTANCE OF 71.04 FEET; THENCE LEAVING
THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF
INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF
NORTH 82° 11’ 31” WEST FOR A DISTANCE OF 91.73 FEET TO THE TRUE POINT OF
BEGINNING; THENCE NORTH 82° 11’ 31” WEST FOR A DISTANCE OF 128.00 FEET;
THENCE NORTH 7° 48’ 29” EAST FOR A DISTANCE OF 350.67 FEET; THENCE SOUTH 82°
11’ 31” EAST FOR A DISTANCE OF 128.00 FEET; THENCE SOUTH 7° 48’ 29” WEST FOR A
DISTANCE OF 28.01 FEET; THENCE SOUTH 82° 11’ 31” EAST FOR A DISTANCE OF 5.98
FEET TO THE BEGINNING OF A 5.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE
SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID 5.00 FOOT RADIUS
CURVE FOR A DISTANCE OF 7.37 FEET THROUGH A CENTRAL ANGLE OF 84° 25’ 05” TO
A TANGENT LINE; THENCE SOUTH 2° 13’ 34” WEST FOR A DISTANCE OF 57.64 FEET TO
THE BEGINNING OF A 2.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE
NORTHWEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID 2.00 FOOT RADIUS
CURVE IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 3.34 FEET THROUGH A
CENTRAL ANGLE OF 95° 34’ 55” TO A TANGENT LINE; THENCE NORTH 82° 11’ 31”
WEST FOR A DISTANCE OF 14.58 FEET; THENCE SOUTH 7° 48’ 29” WEST FOR A
DISTANCE OF 258.59 FEET RETURNING TO THE TRUE POINT OF BEGINNING.

THIS DESCRIPTION CONTAINS 45,755 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 14492.

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.

ANDREW P. ZIEMNIAK — PLS 6133
LICENSE EXPIRATION: 3-31-2018
DATED 8-25-2017

No. 6133
EXP. 03/31/18
STATE OF CALIFORNIA
DESCRIPTION:
PORTION OF PARCEL 1
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-4

PARCEL 1
PM 15965
344-280-20

PARCEL 3
PM 8363
344-280-08

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 45,755 SQUARE FEET

NOTES:
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

LINE TABLE

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<tr>
<td>L1</td>
<td>128.00'</td>
<td>N82°11'31&quot;W</td>
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<tr>
<td>L2</td>
<td>350.67'</td>
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<tr>
<td>L8</td>
<td>258.59'</td>
<td>S07°48'29&quot;W</td>
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MATCH LINE SEE SHEET 2

MID-COAST CORRIDOR TRANSIT PROJECT

SCALE: 1" = 50'
DRAFTED: AB
CHECKED: AZ
DATE PREPARED: 08/25/2017

DE DOKKEN
ENGINEERING
5875 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123
(858) 514-6377
**LINE TABLE**

<table>
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<tr>
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<th>BEARING</th>
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<td>L5</td>
<td>5.98'</td>
<td>S82°11'31&quot;E</td>
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<td>57.64'</td>
<td>S02°13'34&quot;W</td>
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<td>L7</td>
<td>14.58'</td>
<td>N82°11'31&quot;W</td>
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<tr>
<td>L8</td>
<td>258.59'</td>
<td>S07°48'29&quot;W</td>
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**CURVE TABLE**

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**DESCRIPTION:**

PORTION OF PARCEL 1 OF PARCEL MAP 15965

OWNER: 8650 VILLA LA JOLLA INC

PARCEL NUMBER: 40219-4

**MID-COAST CORRIDOR TRANSIT PROJECT**

T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 45,755 SQUARE FEET

NOTES

1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6, EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207" AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.
EXHIBIT 30
EXHIBIT “A”  
LEGAL DESCRIPTION

PERMANENT EASEMENT  
ASSESSOR PARCEL NUMBER: 344-280-20-00  
MCCTP PARCEL No: 40219-5

ALL THAT PORTION OF PARCEL 1 OF PARCEL MAP NUMBER 15965 RECORDED ON JANUARY 30, 1990 AS FILE NUMBER 90-053631 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

BEGINNING AT THE TRUE POINT OF BEGINNING 1 BEING THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 ALSO BEING THE NORTHEAST CORNER OF PARCEL 3 PER PARCEL MAP 8363 RECORDED AS FILE NUMBER 79-047105 ON JANUARY 30, 1979 OF OFFICIAL RECORDS, A COPY OF WHICH IS ON FILE AT THE OFFICE OF THE SAN DIEGO COUNTY RECORDER; THENCE NORTH 82° 23’ 11” WEST (NORTH 82° 22’ 33” WEST RECORD) ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 FOR A DISTANCE OF 227.34 FEET TO THE POINT OF BEGINNING OF A 1100.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A BEGINNING RADIAL BEARING OF SOUTH 87° 59’ 05” WEST FROM THE RADIUS POINT; THENCE NORTWESTERLY ALONG THE ARC OF SAID 1100.00 FOOT RADIUS CURVE FOR A DISTANCE OF 81.43 FEET THROUGH A CENTRAL ANGLE OF 4° 14’ 29” TO A TANGENT LINE; THENCE NORTH 2° 13’ 34” EAST FOR A DISTANCE OF 4.71 FEET; THENCE NORTH 2° 13’ 34” EAST FOR A DISTANCE OF 12.07 FEET; THENCE NORTH 47° 12’ 01” EAST FOR A DISTANCE OF 4.71 FEET; THENCE NORTH 2° 13’ 34” EAST FOR A DISTANCE OF 98.53 FEET; THENCE NORTH 87° 46’ 26” WEST FOR A DISTANCE OF 289.32 FEET; THENCE SOUTH 82° 11’ 31” EAST FOR A DISTANCE OF 26.84 FEET; THENCE SOUTH 2° 13’ 34” WEST FOR A DISTANCE OF 331.71 FEET TO THE POINT OF BEGINNING OF A 3.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID 3.00 FOOT RADIUS CURVE FOR A DISTANCE OF 4.71 FEET THROUGH A CENTRAL ANGLE OF 90° 00’ 00” TO A TANGENT LINE; THENCE SOUTH 87° 46’ 26” EAST FOR A DISTANCE OF 9.50 FEET; THENCE NORTH 2° 13’ 34” EAST FOR A DISTANCE OF 101.17 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY OF INTERSTATE 5 PER SAID PARCEL MAP 15965; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY OF INTERSTATE 5 ALONG A BEARING OF SOUTH 1° 53’ 55” WEST (SOUTH 1° 53’ 20” WEST RECORD) FOR A DISTANCE OF 35.48 FEET;
THENCE CONTINUING ALONG THE EASTERN LINE OF SAID PARCEL 1 ALSO BEING THE WESTERN RIGHT OF WAY OF INTERSTATE 5 ALONG A BEARING OF SOUTH 1° 06' 55" EAST FOR A DISTANCE OF 261.43 FEET (SOUTH 1° 06' 25" EAST 261.40 FEET RECORD); THENCE CONTINUING ALONG THE EASTERN LINE OF SAID PARCEL 1 ALSO BEING THE WESTERN RIGHT OF WAY OF INTERSTATE 5 ALONG A BEARING OF SOUTH 4° 17' 33" WEST FOR A DISTANCE OF 140.23 FEET (SOUTH 4° 19' 39" WEST 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERN LINE OF SAID PARCEL 1 ALSO BEING THE WESTERN RIGHT OF WAY OF INTERSTATE 5 ALONG A BEARING OF SOUTH 7° 37' 05" WEST FOR A DISTANCE OF 45.50 FEET (SOUTH 7° 36' 40" WEST 45.78 FEET RECORD) RETURNING TO THE TRUE POINT OF BEGINNING 1.

PARCEL 2

COMMENCING AT THE NORTHEASTERLY CORNER OF PARCEL 1 BEING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER THE STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 ON APRIL 05, 1994 O.R. A COPY IS ON FILE AT THE SAN DIEGO COUNTY RECORDERS OFFICE AND THE EASTERN LINE OF PARCEL 1 PER SAID PARCEL MAP 15965, THENCE SOUTH 34° 16' 01" EAST (SOUTH 34° 16' 50" EAST RECORD) ALONG THE EASTERN LINE OF PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 FOR A DISTANCE OF 4.16 FEET TO THE TRUE POINT OF BEGINNING 2; THENCE CONTINUING ALONG THE EASTERN LINE OF PARCEL 1 AND THE WESTERN RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 34° 16' 01" EAST (SOUTH 34° 13' 50" EAST RECORD) FOR A DISTANCE OF 55.36 FEET; THENCE CONTINUING ALONG THE EASTERN LINE OF PARCEL 1 AND THE WESTERN RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 5° 12' 28" WEST (SOUTH 5° 13' 07" WEST RECORD) FOR A DISTANCE OF 138.00 FEET; THENCE LEAVING THE EASTERN LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A LINE HAVING A BEARING OF NORTH 82° 11' 31" WEST FOR A DISTANCE OF 29.31 FEET; THENCE NORTH 2° 13' 34" EAST FOR A DISTANCE OF 78.39 FEET; THENCE NORTH 42° 11' 00" WEST FOR A DISTANCE OF 4.65 FEET; THENCE NORTH 2° 14' 05" EAST FOR A DISTANCE OF 13.25 FEET; THENCE NORTH 47° 49' 00" EAST FOR A DISTANCE OF 4.56 FEET TO THE BEGINNING OF A 775.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE EAST AND HAVING A BEGINNING RADIAL BEARING OF NORTH 88° 29' 56" WEST FROM THE RADIUS POINT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID 775.00 FOOT RADIUS CURVE FOR A DISTANCE OF 57.10 FEET THROUGH A CENTRAL ANGLE OF 4° 13' 17" TO A POINT OF TANGENCY OF A 525.42 FOOT RADIUS COMPOUND CURVE CONCAVE TO THE EAST; THENCE ALONG THE ARC OF SAID 525.42 FOOT RADIUS CURVE IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 24.33 FEET THROUGH A CENTRAL ANGLE OF 2° 39' 11" RETURNING TO THE TRUE POINT OF BEGINNING 2.

Page 2 of 3

186
THESE DESCRIPTIONS CONTAIN 27,892 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 14492.

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.

ANDREW P. ZIEMNIAK – PLS 6133
LICENSE EXPIRATION: 3-31-2018
DATED 8-25-2017
MATCH LINE SEE SHEET 2

LINE TABLE

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CURVE TABLE

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DESCRIPTION:
PORTION OF PARCEL 1 OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-5

MID-COAST CORRIDOR TRANSIT PROJECT

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6, EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207" AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.
MATCH LINE SEE SHEET 3

PARCEL 1
PM 15965
344-280-20

CURVE TABLE

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LINE TABLE

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<td>N02'13'34&quot;E</td>
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<tr>
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<td>L6</td>
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<td>L12</td>
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<td>S01'53'55&quot;W</td>
</tr>
<tr>
<td>L13</td>
<td>261.43'</td>
<td>S01'06'55&quot;E</td>
</tr>
</tbody>
</table>

MATCH LINE SEE SHEET 1

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 27,892 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12'06'48"W, PER ROS 14492.
STREET RESERVATION TO
CITY OF SAN DIEGO
REC. 04/05/1994 AS
INST. NO. 94-0224009, O.R.

SLOPE EASEMENT TO CITY
OF SAN DIEGO
REC. 04/05/1994 AS
INST. NO. 94-0224009, O.R.

EXHIBIT "B"

PARCEL 1
PM 15965
344-280-20

PARCEL 2

LINE TABLE

<table>
<thead>
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<th>LINE</th>
<th>LENGTH</th>
<th>BEARING</th>
</tr>
</thead>
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<tr>
<td>L8</td>
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<td>N02°13'34&quot;E</td>
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<tr>
<td>L9</td>
<td>26.84'</td>
<td>S82°11'31&quot;E</td>
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<td>331.71'</td>
<td>S02°13'34&quot;W</td>
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<td>55.36'</td>
<td>S34°16'01&quot;E</td>
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<tr>
<td>L18</td>
<td>138.00'</td>
<td>S05°12'28&quot;W</td>
</tr>
<tr>
<td>L19</td>
<td>29.31'</td>
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<tr>
<td>L20</td>
<td>78.39'</td>
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<td>L21</td>
<td>4.65'</td>
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<td>L22</td>
<td>13.25'</td>
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CURVE TABLE

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<th>CURVE</th>
<th>LENGTH</th>
<th>RADIUS</th>
<th>Δ</th>
</tr>
</thead>
<tbody>
<tr>
<td>C3</td>
<td>57.10'</td>
<td>775.00'</td>
<td>04°13'17&quot;</td>
</tr>
<tr>
<td>C4</td>
<td>24.33'</td>
<td>525.42'</td>
<td>02°39'11&quot;</td>
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</tbody>
</table>

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 27,892 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

DESCRIPTION:
PORTION OF PARCEL 1
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-5

MID-COAST CORRIDOR TRANSIT PROJECT

DOKKEN
ENGINEERING

5875 RUFFIN ROAD
SAN DIEGO, CA 92123
(858) 514-6377

SCALE: 1" = 50'
DRAFTED: AB
CHECKED: AZ
DATE PREPARED: 08/25/2017
EXHIBIT "A"
LEGAL DESCRIPTION

PERMANENT EASEMENT
ASSessor PARCEL NUMBER: 344-280-20-00
MCCTP PARCEL No: 40219-6

ALL THAT PORTION OF PARCEL 1 OF PARCEL MAP NUMBER 15965 RECORDED ON
JANUARY 30, 1990 AS FILE NUMBER 90-053631 OF THE OFFICIAL RECORDS IN THE
OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO,
COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

PARCEL 1

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP
15965 ALSO BEING THE SAME AS THE NORTHEAST CORNER OF PARCEL 3 PER PARCEL
MAP 8363 RECORDED JANUARY 30, 1979 AS FILE NUMBER 79-047105 OF OFFICIAL
RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER; THENCE NORTH 82°
23’ 11” WEST (NORTH 82° 22’ 33” WEST RECORD) ALONG THE SOUTHEASTERLY LINE
OF SAID PARCEL 1 FOR A DISTANCE OF 23.18 FEET TO THE TRUE POINT OF BEGINNING
1; THENCE CONTINUING ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 1 ALONG
A BEARING OF NORTH 82° 23’ 11” WEST (NORTH 82° 22’ 33” WEST RECORD) FOR A
DISTANCE OF 6.07 FEET TO THE BEGINNING OF A 503.00 FOOT RADIUS NON-TANGENT
CURVE CONCAVE TO THE EAST AND HAVING A BEGINNING RADIAL BEARING OF
SOUTH 88° 39’ 48” WEST FROM THE RADIUS POINT; THENCE NORTHEASTERLY ALONG
THE ARC OF SAID 503.00 FOOT RADIUS CURVE FOR A DISTANCE OF 31.01 FEET
THROUGH A CENTRAL ANGLE OF 3° 31’ 55” TO A TANGENT LINE; THENCE NORTH 2°
11’ 42” EAST FOR A DISTANCE OF 345.48 FEET; THENCE NORTH 86° 22’ 37” WEST FOR
A DISTANCE OF 4.87 FEET; THENCE NORTH 3° 37’ 23” EAST FOR A DISTANCE OF 15.64
FEET TO THE BEGINNING OF A 27.67 FOOT RADIUS NON-TANGENT CURVE CONCAVE
TO THE NORTHWEST AND HAVING A BEGINNING RADIAL BEARING OF SOUTH 34° 10’
51” EAST FROM THE RADIUS POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF
SAID 27.67 FOOT RADIUS CURVE FOR A DISTANCE OF 7.69 FEET THROUGH A CENTRAL
ANGLE OF 15° 55’ 16” TO A NON-TANGENT LINE; THENCE SOUTH 5° 28’ 15” WEST FOR
A DISTANCE OF 6.74 FEET; THENCE SOUTH 84° 31’ 45” WEST FOR A DISTANCE OF
18.66 FEET; THENCE NORTH 7° 48’ 29” EAST FOR A DISTANCE OF 19.09 FEET; THENCE
SOUTH 87° 05’ 19” EAST FOR A DISTANCE OF 14.08 FEET; THENCE SOUTH 2° 54’ 41”
WEST FOR A DISTANCE OF 3.12 FEET; THENCE SOUTH 83° 48’ 54” EAST FOR A
DISTANCE OF 4.26 FEET TO THE BEGINNING OF A 11.78 FOOT RADIUS NON-TANGENT
CURVE CONCAVE TO THE NORTHWEST AND HAVING A BEGINNING RADIAL BEARING
OF SOUTH 3° 49’ 13” EAST FROM THE RADIUS POINT; THENCE NORTHEASTERLY
ALONG THE ARC OF SAID 11.78 FOOT RADIUS CURVE FOR A DISTANCE OF 14.80 FEET
THROUGH A CENTRAL ANGLE OF 71° 58’ 50” TO A NON-TANGENT LINE; THENCE
NORTH 2° 17' 19" EAST FOR A DISTANCE OF 20.49 FEET; THENCE NORTH 87° 32' 49" WEST FOR A DISTANCE OF 26.05 FEET; THENCE NORTH 7° 48' 29" EAST FOR A DISTANCE OF 15.07 FEET; THENCE SOUTH 87° 32' 49" EAST FOR A DISTANCE OF 9.68 FEET; THENCE NORTH 2° 27' 11" EAST FOR A DISTANCE OF 272.03 FEET; THENCE NORTH 0° 55' 33" WEST FOR A DISTANCE OF 84.83 FEET; THENCE NORTH 2° 27' 11" EAST FOR A DISTANCE OF 87.42 FEET; THENCE NORTH 11° 15' 34" WEST FOR A DISTANCE OF 88.42 FEET TO A POINT ON THE NORTHERLY LINE OF PARCEL 1 PER PARCEL MAP 15965 AND ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER THE STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 ON APRIL 05, 1994 O.R. A COPY IS ON FILE AT THE SAN DIEGO COUNTY RECORDERS OFFICE, SAID NORTH LINE OF PARCEL 1 AND SOUTHERLY LINE OF NOBEL DRIVE BEING A 5941.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A BEGINNING RADIAL BEARING OF NORTH 10° 40' 56" WEST FROM THE RADIUS POINT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID 5941.00 FOOT RADIUS CURVE BEING THE NORTHERLY LINE OF PARCEL 1 AND THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE FOR A DISTANCE OF 21.28 FEET THROUGH A CENTRAL ANGLE OF 0° 12' 19" TO A NON-TANGENT LINE; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE ALONG A LINE HAVING A BEARING OF SOUTH 12° 11' 51" EAST FOR A DISTANCE OF 46.87 FEET; THENCE SOUTH 12° 42' 37" EAST FOR A DISTANCE OF 23.39 FEET TO THE BEGINNING OF A 185.39 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID 185.39 FOOT RADIUS CURVE FOR A DISTANCE OF 40.50 FEET THROUGH A CENTRAL ANGLE OF 12° 30' 56" TO A TANGENT LINE; THENCE SOUTH 00° 11' 41" EAST FOR A DISTANCE OF 18.26 FEET; THENCE SOUTH 1° 50' 45" WEST FOR A DISTANCE OF 52.40 FEET; THENCE SOUTH 2° 19' 39" WEST FOR A DISTANCE OF 390.09 FEET TO THE BEGINNING OF A 17.78 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A BEGINNING RADIAL BEARING OF SOUTH 85° 27' 12" EAST FROM THE RADIUS POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID 17.78 FOOT RADIUS CURVE FOR A DISTANCE OF 2.31 FEET THROUGH A CENTRAL ANGLE OF 7° 25' 50" TO A NON-TANGENT LINE; THENCE SOUTH 2° 17' 19" WEST FOR A DISTANCE OF 12.69 FEET; THENCE SOUTH 86° 22' 37" EAST FOR A DISTANCE OF 4.87 FEET; THENCE SOUTH 3° 37' 23" WEST FOR A DISTANCE OF 18.00 FEET; THENCE NORTH 86° 22' 37" WEST FOR A DISTANCE OF 4.62 FEET; THENCE SOUTH 2° 11' 42" WEST FOR A DISTANCE OF 345.34 FEET TO THE BEGINNING OF A 497.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID 497.00 FOOT RADIUS CURVE FOR A DISTANCE OF 31.58 FEET THROUGH A CENTRAL ANGLE OF 3° 38' 27" RETURNING TO THE TRUE POINT OF BEGINNING 1.

PARCEL 2

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 RECORDED ON APRIL 05, 1994 O.R. A COPY IS ON FILE AT THE SAN DIEGO
COUNTY RECORDERS OFFICE, AND THE WESTERLY LINE OF PARCEL 1 ALSO BEING THE
EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; SAID WESTERLY LINE OF
PARCEL 1 AND EASTERLY LINE OF PARCEL 2 IS A 35.00 FOOT RADIUS CURVE CONCAVE
TO THE SOUTHEAST AND HAVING A BEGINNING RADIAL BEARING OF NORTH 73° 14’
30” WEST FROM THE RADIUS POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF
SAID 35.00 FOOT RADIUS CURVE FOR A DISTANCE OF 17.77 FEET THROUGH A
CENTRAL ANGLE OF 29° 04’ 58” TO A TANGENT LINE; THENCE CONTINUING ALONG
THE WESTERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 PER SAID
PARCEL MAP 15965 ALONG A BEARING OF SOUTH 12° 18’ 50” EAST (SOUTH 12° 18’
50” EAST RECORD) FOR A DISTANCE OF 264.53 FEET; THENCE SOUTH 7° 36’ 49” WEST
(SOUTH 7° 37’ 27” EAST RECORD) FOR A DISTANCE OF 159.28 FEET TO THE
BEGINNING RADIAL BEARING 2; THENCE LEAVING THE WESTERLY LINE OF PARCEL 1 AND
EASTERLY LINE OF PARCEL 2 ALONG A LINE HAVING A BEARING OF SOUTH 82° 07’ 37”
EAST FOR A DISTANCE OF 84.46 FEET; THENCE SOUTH 7° 52’ 23” WEST FOR A
DISTANCE OF 10.00 FEET; THENCE NORTH 82° 07’ 37” WEST FOR A DISTANCE OF 84.42
FEET TO A POINT ON THE WESTERLY LINE OF PARCEL 1 ALSO BEING THE EASTERLY LINE
OF PARCEL 2 PER SAID PARCEL MAP 15965; THENCE NORTH 7° 36’ 49” EAST (NORTH 7°
37’ 27” EAST RECORD) ALONG THE WESTERLY LINE OF PARCEL 1 AND THE EASTERLY
LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 FOR A DISTANCE OF 10.00 FEET
RETURNING TO THE TRUE POINT OF BEGINNING 2.

THESE DESCRIPTIONS CONTAIN 16,287 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 14492.

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.

ANDREW P. ZIEMNIAK – PLS 6133
LICENSE EXPIRATION: 3-31-2018
DATED 8-25-2017
MATCH LINE SEE SHEET 2

LINE TABLE

<table>
<thead>
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<tbody>
<tr>
<td>L1</td>
<td>6.07'</td>
<td>N82°23'11&quot;W</td>
</tr>
<tr>
<td>L2</td>
<td>345.48'</td>
<td>N02°11'42&quot;E</td>
</tr>
<tr>
<td>L28</td>
<td>345.34'</td>
<td>S02°11'42&quot;W</td>
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PARCEL 2
PM 15965
344–280–19

PARCEL 1
PM 15965
344–280–20

CURVE TABLE

<table>
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<tr>
<th>CURVE</th>
<th>LENGTH</th>
<th>RADIUS</th>
<th>Δ</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1</td>
<td>31.01'</td>
<td>503.00'</td>
<td>03'55&quot;</td>
</tr>
<tr>
<td>C7</td>
<td>31.58'</td>
<td>497.00'</td>
<td>03'27&quot;</td>
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</table>

WATER EASEMENT PER DEED
REC. 12/08/1978 AS INST.
NO. 78–529152, O.R.

15' SEWER, OPEN SPACE,
PEDESTRIAN & NON-MOTOR VEHICLE
EASEMENT GRANTED PER MAP 6985

PAREL 3
PM 8363
344–280–08

T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 16,287 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS–207"
AND "GPS–251" BEING N12°06'48"W, PER RO S 14492.
MATCH LINE SEE SHEET 3

LINE TABLE

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<td>20.49'</td>
<td>NO2°17'19&quot;E</td>
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<td>26.05'</td>
<td>N87°32'49&quot;W</td>
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<td>L13</td>
<td>15.07'</td>
<td>N07°48'29&quot;E</td>
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<td>L14</td>
<td>9.68'</td>
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<td>272.03'</td>
<td>NO2°27'11&quot;E</td>
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<tr>
<td>L23</td>
<td>390.09'</td>
<td>S02°19'39&quot;W</td>
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<td>L28</td>
<td>345.34'</td>
<td>S02°11'42&quot;W</td>
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<td>L32</td>
<td>10.00'</td>
<td>N07°36'49&quot;E</td>
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PARCEL 1
PM 15965
344-280-20

PARCEL 2
PM 15965
344-280-19

WATER EASEMENT TO CITY OF SAN DIEGO
REC. 05/03/1994 AS INST. NO. 94-0295261, O.R.

WATER EASEMENT PER DEED
REC. 12/08/1978 AS INST. NO. 78-529152, O.R.

15' SEWER, OPEN SPACE,
PEDESTRIAN & NON-MOTOR VEHICLE
EASEMENT GRANTED PER MAP 6985

MATCH LINE SEE SHEET 1

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 16,287 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

DESCRIPTION:
PORTION OF PARCEL 1
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-6

DATE PREPARED:
08/25/2017

SCALE: 1" = 50'
DRAFTED: AB
CHECKED: AZ
EXHIBIT "B"

DESCRIPTION:
PORTION OF PARCEL 1
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-6

MID-COAST CORRIDOR TRANSIT PROJECT

SHEET 3 OF 5

SCALE:
1" = 50'

DRAFTED:
AB

CHECKED:
AZ

DATE PREPARED:
08/25/2017

6675 RUFFIN ROAD
SUITE 260
SAN DIEGO, CA 92123
(858) 514-8377

T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 16,287 SQUARE FEET

NOTES:
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

PARCEL 1
PM 15965
344-280-20

PARCEL 2
PM 15965
344-280-19

CURVE TABLE
CURVE LENGTH RADIUS ∆
C4 21.28' 5941.00' 00'12'19"
C5 40.50' 185.39' 12'30'56"

LINE TABLE
LINE LENGTH BEARING
L15 272.03' N02°27'11"E
L16 84.83' N00°55'33"W
L17 87.42' N02°27'11"E
L18 88.42' N11°15'34"W
L19 46.87' S12°11'51"E
L20 23.39' S12°42'37"E
L21 18.26' S00°11'41"E
L22 52.40' S01°50'45"W
L23 390.09' S02°19'39"W

MATCH LINE SEE SHEET 2

*SEE SHEET 5
FOR EXISTING
EASEMENTS

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 16,287 SQUARE FEET

VIEW OF MID-COAST CORRIDOR TRANSIT PROJECT

MATCH LINE SEE SHEET 2

EXHIBIT 'B'
## Exhibit B

### Parcel 1
PM 15965  
344-280-20

<table>
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<tbody>
<tr>
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<td>N02'11'42&quot;E</td>
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<tr>
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<td>4.87'</td>
<td>N86'22'37&quot;W</td>
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<td>L4</td>
<td>15.64'</td>
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<td>6.74'</td>
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</tr>
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<td>L6</td>
<td>18.66'</td>
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<tr>
<td>L7</td>
<td>19.09'</td>
<td>N07'48'29&quot;E</td>
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<td>14.08'</td>
<td>S87'05'19&quot;E</td>
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<table>
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<th>Length</th>
<th>Bearing</th>
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<tbody>
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<td>S02'54'41&quot;W</td>
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<td>L10</td>
<td>4.26'</td>
<td>S83'48'54&quot;E</td>
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<td>20.49'</td>
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<td>S02'19'39&quot;W</td>
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<td>12.69'</td>
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<td>L25</td>
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<tr>
<td>L26</td>
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### Curve Table

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<th>Radius</th>
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<tbody>
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<td>14.80'</td>
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<tr>
<td>C6</td>
<td>2.31'</td>
<td>17.78'</td>
<td>07'25'50&quot;</td>
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### Legend
- T.P.O.B. True Point of Beginning
- Total Area = 16,287 Square Feet

### Notes
1) The basis of bearing for this plat is CCS83, Zone 6, Epoch 1991.35, grid bearing between City of San Diego First Order Horizontal Control Stations "GPS-207" and "GPS-251" being N12°06'48"W, per R.O.S. 14492.

### Description
- Portion of Parcel 1 of Parcel Map 15965

### Owner
8650 Villa La Jolla Inc

### Parcel Number
40219-6

---

**MID-COAST CORRIDOR TRANSIT PROJECT**

**ENGINEERING**

5675 Ruffin Road  
Suite 250  
San Diego, CA 92123

198  
(658) 514-8377

**Scale:** 1"=10'  
**Drafted:** AB  
**Checked:** AZ  
**Date Prepared:** 08/25/2017
EXHIBIT 'B'

15' SEWER, OPEN SPACE, PEDESTRIAN & NON-MOTOR VEHICLE EASEMENT GRANTED PER MAP 6985

*EXISTING EASEMENT AND DOCUMENT SHEET

DESCRIPTION:
PORTION OF PARCEL 1 OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-6

MID-COAST CORRIDOR TRANSIT PROJECT

SCALE:
1" = 50'

DRAFTED:
AB

CHECKED:
AZ

DATE PREPARED:
08/25/2017

5675 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123

(656) 514-8377

DEKOKKENG/NGEERING
EXHIBIT “A”
LEGAL DESCRIPTION

PERMANENT EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-20-00
MCCTP PARCEL No: 40219-7

ALL THAT PORTION OF PARCEL 1 OF PARCEL MAP NUMBER 15965 Recorded on January 30, 1990 as File Number 90-053631 of the Official Records in the Office of the San Diego County Recorder, all being in the City of San Diego, County of San Diego, State of California, more particularly described as follows:

PARCEL 1

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37' 05" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36' 40" EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17' 33" EAST FOR A DISTANCE OF 110.20 FEET (NORTH 4° 19' 39" EAST RECORD); THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 85° 42' 27" WEST FOR A DISTANCE OF 18.87 FEET TO THE TRUE POINT OF BEGINNING 1; THENCE CONTINUING ALONG A BEARING OF NORTH 85° 42' 27" WEST FOR A DISTANCE OF 4.00 FEET TO THE RADIUS POINT OF A 4.00 FOOT RADIUS CIRCULAR CURVE HAVING A BEGINNING RADIAL BEARING OF SOUTH 85° 42' 27" EAST FROM THE RADIUS POINT; THENCE ALONG THE ARC OF SAID 4.00 FOOT RADIUS CURVE IN A SOUTHWESTERLY CIRCULAR DIRECTION FOR A DISTANCE OF 25.13 FEET THROUGH A CENTRAL ANGLE OF 360° 00' 00" RETURNING TO THE TRUE POINT OF BEGINNING 1.

PARCEL 2

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37' 05" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36' 40" EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17' 33" EAST FOR A DISTANCE OF 140.23 FEET (NORTH 4° 19' 39" EAST, 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY
LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06’ 55” WEST FOR A DISTANCE OF 126.98 FEET (NORTH 1° 06’ 25” EAST RECORD) THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF SOUTH 88° 53' 05” WEST FOR A DISTANCE OF 12.57 FEET TO THE TRUE POINT OF BEGINNING 2 THENCE CONTINUING ALONG A BEARING OF SOUTH 88° 53’ 05” WEST FOR A DISTANCE OF 4.00 FEET TO THE RADIUS POINT OF A 4.00 FOOT RADIUS CIRCULAR CURVE HAVING A BEGINNING RADIAL BEARING OF NORTH 88° 53’ 05” EAST FROM THE RADIUS POINT; THENCE ALONG THE ARC OF SAID 4.00 FOOT RADIUS CURVE IN A SOUTHWESTERLY CIRCULAR DIRECTION FOR A DISTANCE OF 25.13 FEET THROUGH A CENTRAL ANGLE OF 360° 00’ 00” RETURNING TO THE TRUE POINT OF BEGINNING 2.

PARCEL 3

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37’ 05” EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36’ 40” EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17’ 33” EAST FOR A DISTANCE OF 140.23 FEET (NORTH 4° 19’ 39” EAST, 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06’ 55” WEST FOR A DISTANCE OF 261.43 FEET (NORTH 1° 06’ 25” WEST, 261.40 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 53’ 55” EAST FOR A DISTANCE OF 275.46 FEET (NORTH 1° 53’ 20” EAST, 275.47 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 5° 12’ 28” EAST (NORTH 5° 13’ 07” EAST RECORD) FOR A DISTANCE OF 205.85 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 84° 47’ 32” WEST FOR A DISTANCE OF 13.59 FEET TO THE TRUE POINT OF BEGINNING 3 THENCE CONTINUING ALONG A BEARING OF NORTH 84° 47’ 32” WEST FOR A DISTANCE OF 4.00 FEET TO THE RADIUS POINT OF A 4.00 FOOT RADIUS CIRCULAR CURVE HAVING A BEGINNING RADIAL BEARING OF SOUTH 84° 47’ 32” EAST FROM THE RADIUS POINT; THENCE ALONG THE ARC OF SAID 4.00 FOOT RADIUS CURVE IN A SOUTHWESTERLY CIRCULAR DIRECTION FOR A DISTANCE OF 25.13 FEET THROUGH A CENTRAL ANGLE OF 360° 00’ 00” RETURNING TO THE TRUE POINT OF BEGINNING 3.

THESE DESCRIPTIONS CONTAIN 151 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 14492.

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.

ANDREW P. ZIEMNIAK – PLS 6133
LICENSE EXPIRATION: 3-31-2018

DATED 8-25-2017

No. 6133
EXP. 03/31/18
STATE OF CALIFORNIA
MATCH LINE SEE SHEET 2

PARCEL 1
PM 15965
344-280-20

PARCEL 2
C2
S88°53'05"W
16.57'

T.P.O.B. 2
N01°06'55"W
261.43'

PARCEL 1
C1
N85°42'27"W
22.87'

T.P.O.B. 1
18.87'

EXISTING ACCESS
CONTROL

T.P.O.B.
TRUT POINT
OF
BEGINNING

TOTAL AREA = 151 SQUARE FEET

PARCEL 3
PM 8363
344-280-08

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

CURVE TABLE

<table>
<thead>
<tr>
<th>CURVE</th>
<th>LENGTH</th>
<th>RADIUS</th>
<th>( \Delta )</th>
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</thead>
<tbody>
<tr>
<td>C1</td>
<td>25.13'</td>
<td>4.00'</td>
<td>360°00'00&quot;</td>
</tr>
<tr>
<td>C2</td>
<td>25.13'</td>
<td>4.00'</td>
<td>360°00'00&quot;</td>
</tr>
</tbody>
</table>

DESCRIPTION:
PORTION OF PARCEL 1
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-7

SCALE:
1" = 50'

DATE PREPARED:
08/25/2017
MATCH LINE SEE SHEET 3

PARCEL 1
PM 15965
344-280-20

LEGEND
T.P.O.B.  TRUE POINT OF BEGINNING
TOTAL AREA = 151 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

DESCRIPTION:
PORTION OF PARCEL 1
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-7

Sheet 2 of 3

MID-COAST CORRIDOR TRANSIT PROJECT

SCALE: 1" = 50'
DRAFTED: AB
CHECKED: AZ
DATE PREPARED: 08/25/2017

205 (858) 514-8377
STREET RESERVATION TO
CITY OF SAN DIEGO
REC. 04/05/1994 AS
INST. NO. 94-0224008, O.R.

SLOPE EASEMENT TO CITY
OF SAN DIEGO
REC. 04/05/1994 AS
INST. NO. 94-0224009, O.R.

PARCEL 3
N84°47'32"W
17.59
T.P.O.B. 3

344-280-17

PARCEL 1
PM 15965
344-280-20

T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 151 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'46"W, PER ROS 14492.
EXHIBIT 33
EXHIBIT “A”
LEGAL DESCRIPTION

TEMPORARY ACCESS EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-20-00
MCCTP PARCEL No: 40219-8

ALL THAT PORTION OF PARCEL 1 OF PARCEL MAP NUMBER 15965Recorded on
January 30, 1990 as File Number 90-053631 of the Official Records in the
Office of the San Diego County Recorder, all being in the City of San Diego,
County of San Diego, State of California, more particularly described as
follows:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF
NOBEL DRIVE PER STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-
0224008 RECORDED ON APRIL 05, 1994 O.R. A COPY IS ON FILE AT THE SAN DIEGO
COUNTY RECORDERS OFFICE, AND THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE
WESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 SAID EASTERLY LINE OF
PARCEL 1 AND WESTERLY LINE OF PARCEL 2 BEING A 35.00 FOOT RADIUS NON-
TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A BEGINNING RADIAL
BEARING OF NORTH 48° 37’ 14” EAST FROM THE RADIUS POINT; THENCE ALONG
EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY LINE OF PARCEL 2 PER SAID
PARCEL MAP 15965 IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID 35.00
FOOT RADIUS CURVE FOR A DISTANCE OF 17.75 FEET THROUGH A CENTRAL ANGLE OF
29° 03’ 18” TO A TANGENT LINE; THENCE CONTINUING ALONG THE EASTERLY LINE OF
PARCEL 1 ALSO BEING THE WESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965
ALONG A BEARING OF SOUTH 12° 19’ 28” EAST FOR A DISTANCE OF 153.25 FEET
(SOUTH 12° 18’ 50” EAST, 153.25 FEET RECORD) TO THE BEGINNING OF A 35.00 FOOT
RADIUS TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE CONTINUING
ALONG THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY LINE OF PARCEL
2 PER SAID PARCEL MAP 15965 IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF
SAID 35.00 FOOT RADIUS CURVE FOR A DISTANCE OF 39.67 FEET THROUGH A
CENTRAL ANGLE OF 64° 56’ 17” (RADIUS = 35.00 FEET, ARC LENGTH = 39.67 FEET,
CENTRAL ANGLE = 64° 56’ 17” RECORD) TO A TANGENT LINE; THENCE CONTINUING
ALONG THE SOUTHEASTERLY LINE OF PARCEL 1 ALSO BEING THE NORTHWESTERLY
LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 52° 36’
49” WEST (SOUTH 52° 37’ 27” WEST RECORD) FOR A DISTANCE OF 22.46 FEET TO THE
TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTHEASTERLY LINE
OF PARCEL 1 ALSO BEING THE NORTHWESTERLY LINE OF PARCEL 2 PER SAID PARCEL
MAP 15965 ALONG A BEARING OF SOUTH 52° 36’ 49” WEST (SOUTH 52° 37’ 27” WEST
RECORD) FOR A DISTANCE OF 104.10 FEET; THENCE LEAVING THE SOUTHEASTERLY
LINE OF PARCEL 1 AND THE NORTHWESTERLY LINE OF PARCEL 2 PER SAID PARCEL
MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 37° 37’ 21” WEST FOR A
DISTANCE OF 234.18 FEET; THENCE SOUTH 78° 03’ 42” WEST FOR A DISTANCE OF 110.25 FEET; THENCE NORTH 11° 56’ 18” WEST FOR A DISTANCE OF 18.00 FEET; THENCE NORTH 78° 03’ 42” EAST FOR A DISTANCE OF 121.57 FEET; THENCE SOUTH 37° 37’ 21” EAST FOR A DISTANCE OF 198.19 FEET; THENCE NORTH 36° 10’ 06” EAST FOR A DISTANCE OF 41.76 FEET; THENCE NORTH 37° 27’ 31” WEST FOR A DISTANCE OF 26.94 FEET TO THE BEGINNING OF A 143.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A BEGINNING RADIAL BEARING OF NORTH 39° 18’ 05” WEST FROM THE RADIUS POINT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID 143.00 FOOT RADIUS CURVE FOR A DISTANCE OF 43.28 FEET THROUGH A CENTRAL ANGLE OF 17° 20’ 31” TO THE BEGINNING OF A 235.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID 235.00 FOOT RADIUS CURVE FOR A DISTANCE OF 46.56 FEET THROUGH A CENTRAL ANGLE OF 11° 59” EAST FOR A DISTANCE OF 18.02 FEET TO THE BEGINNING OF A 217.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A BEGINNING RADIAL BEARING OF NORTH 10° 26’ 20” WEST FROM THE RADIUS POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID 217.00 FOOT RADIUS CURVE FOR A DISTANCE OF 17.63 FEET THROUGH A CENTRAL ANGLE OF 8° 04’ 58” TO A NON-TANGENT LINE; THENCE SOUTH 35° 40’ 58” EAST FOR A DISTANCE OF 17.10 FEET TO THE BEGINNING OF A 108.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A BEGINNING RADIAL BEARING OF NORTH 29° 09’ 02” WEST FROM THE RADIUS POINT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID 108.00 FOOT RADIUS CURVE FOR A DISTANCE OF 13.56 FEET THROUGH A CENTRAL ANGLE OF 7° 11’ 29” TO THE BEGINNING OF A 200.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID 200.00 FOOT RADIUS CURVE FOR A DISTANCE OF 40.86 FEET THROUGH A CENTRAL ANGLE OF 11° 42’ 25” TO A NON-TANGENT LINE; THENCE SOUTH 12° 37’ 59” EAST FOR A DISTANCE OF 18.02 FEET TO THE BEGINNING OF A 182.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A BEGINNING RADIAL BEARING OF NORTH 10° 01’ 00” WEST FROM THE RADIUS POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID 182.00 FOOT RADIUS CURVE FOR A DISTANCE OF 37.94 FEET THROUGH A CENTRAL ANGLE OF 11° 56’ 34” TO THE BEGINNING OF A 90.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID 90.00 FOOT RADIUS CURVE FOR A DISTANCE OF 62.83 FEET THROUGH A CENTRAL ANGLE OF 40° 00’ 01” TO THE BEGINNING OF A 16.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A BEGINNING RADIAL BEARING OF SOUTH 78° 12’ 59” WEST FROM THE RADIUS POINT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID 16.00 FOOT RADIUS CURVE FOR A DISTANCE OF 29.06 FEET THROUGH A CENTRAL ANGLE OF 104° 03’ 14” TO THE BEGINNING OF A NON-TANGENT LINE; THENCE NORTH 41° 59’ 45” EAST FOR A DISTANCE OF 16.23 FEET TO THE BEGINNING.
OF A 90.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID 90.00 FOOT RADIUS CURVE FOR A DISTANCE OF 47.82 FEET THROUGH A CENTRAL ANGLE OF 30° 26' 40" TO A TANGENT LINE; THENCE NORTH 72° 26' 25" EAST FOR A DISTANCE OF 4.94 FEET RETURNING TO THE TRUE POINT OF BEGINNING.

THIS DESCRIPTION CONTAINS 11,100 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 14492.

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.

ANDREW P. ZIEMNIAK – PLS 6133
LICENSE EXPIRATION: 3-31-2018
DATED 8-25-2017
DESCRIPTION:

PORTION OF PARCEL 1
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-8

OBJECT:

PORTION OF PARCEL 1

PARCEL NUMBER:
344-280-20

STREET RESERVATION TO CITY OF SAN DIEGO
REC. 04/05/1994 AS INST. NO. 94-0224008,
O.R.

T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 11,100 SQUARE FEET

NOTES:

1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

LEGEND

T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 11,100 SQUARE FEET

MID-COAST CORRIDOR TRANSIT PROJECT

5675 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123
(858) 514-8377

SCALE:
1" = 40'

DRAFTED:
AB

CHECKED:
AZ

DATE PREPARED:
08/25/2017
DESCRIPTION:
PORTION OF PARCEL 1
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-8

SCALE: 1" = 40'
DRAFTED: AB
CHECKED: AZ
DATE PREPARED: 08/25/2017

15' OPEN SPACE EASEMENT GRANTED PER MAP 6985
15' PEDESTRIAN & NON-VEHICULAR EASEMENT GRANTED PER MAP 6985

LINE TABLE

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<tr>
<td>L2</td>
<td>234.18'</td>
<td>N37°37'21&quot;W</td>
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<tr>
<td>L3</td>
<td>110.25'</td>
<td>S78°03'42&quot;W</td>
</tr>
<tr>
<td>L4</td>
<td>18.00'</td>
<td>N11°56'18&quot;W</td>
</tr>
<tr>
<td>L5</td>
<td>121.57'</td>
<td>N78°03'42&quot;E</td>
</tr>
<tr>
<td>L6</td>
<td>198.19'</td>
<td>S37°37'21&quot;E</td>
</tr>
</tbody>
</table>

WATER EASEMENT TO
CITY OF SAN DIEGO
REC. 05/03/1994 AS
INST. NO. 94-0295261, O.R.

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6, EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207" AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 11,100 SQUARE FEET
EXISTING EASEMENT AND DOCUMENT SHEET

DESCRIPTION:
PORTION OF PARCEL 1
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-8

MID-COAST CORRIDOR TRANSIT PROJECT

ELECTRICAL EASEMENT
REC. 04/05/1994
INST. NO. 94-0224015, O.R.

TRAFFIC SIGNAL EASEMENT TO CITY
OF SAN DIEGO, REC. 07/31/1989 AS
INST. NO. 89-404201 & CORRECTED
12/07/1989 AS INST. NO.
89-662075, O.R.

WATER EASEMENT TO
CITY OF SAN DIEGO
REC. 05/03/1994 AS
INST. NO. 94-0295261, O.R.

PARCEL 1
PM 15965
344-280-20

15' SEWER, OPEN SPACE,
PEDESTRIAN & NON-MOTOR VEHICLE
EASEMENT GRANTED PER MAP 6985

PARCEL 1
PM 15965
344-280-20

WATER EASEMENT TO
CITY OF SAN DIEGO
REC. 05/03/1994 AS
INST. NO. 94-0295261, O.R.

PARCEL 2
PM 15965
344-280-19

WATER EASEMENT PER
DEED REC. 12/08/1978
AS INST. NO. 78-529152,
O.R.

*EXISTING EASEMENT AND DOCUMENT SHEET

DOKKEN ENGINEERING
5675 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123
(858) 514-8377

SANDAG PARCEL PER
DOC. NO. 2010-0575179,
REC. 10/26/2010, O.R.
APN 344-280-22

STREET RESERVATION TO
CITY OF SAN DIEGO
REC. 04/05/1994 AS
INST. NO. 94-0224008, O.R.

WATER EASEMENT
TO CITY OF SAN DIEGO
REC. 05/03/1994 AS
INST. NO. 94-0295261, O.R.

DEED REC. 12/08/1978
AS INST. NO. 78-529152,
O.R.
EXHIBIT “A”
LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-20-00
MCCTP PARCEL No: 40219-9

ALL THAT PORTION OF PARCEL 1 OF PARCEL MAP NUMBER 15965 RECORDED ON JANUARY 30, 1990 AS FILE NUMBER 90-053631 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 RECORDED ON APRIL 05, 1994 O.R. A COPY IS ON FILE AT THE SAN DIEGO COUNTY RECORDERS OFFICE, AND THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; THENCE SOUTH 77° 40' 35" WEST (SOUTH 77° 41' 10" WEST RECORD) ALONG THE NORTHERLY LINE OF PARCEL 1 ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER SAID STREET RESERVATION DOCUMENT NUMBER 94-0224008 ALONG A LINE HAVING A BEARING OF SOUTH 83° 22' 23" WEST FOR A DISTANCE OF 30.18 FEET; THENCE SOUTH 78° 03' 42" WEST FOR A DISTANCE OF 84.59 FEET; THENCE NORTH 11° 56' 18" WEST FOR A DISTANCE OF 31.49 FEET TO A POINT HAVING A BEARING OF SOUTH 77° 40' 35" WEST FOR A DISTANCE OF 156.28 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING THE SOUTHERLY LINE OF SAID SANDAG PARCEL ALONG A LINE HAVING A BEARING OF SOUTH 11° 56' 18" EAST FOR A DISTANCE OF 30.18 FEET; THENCE SOUTH 78° 03' 42" WEST FOR A DISTANCE OF 84.59 FEET; THENCE NORTH 11° 56' 18" WEST FOR A DISTANCE OF 31.49 FEET TO A POINT ON THE SOUTHERLY LINE OF THE SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) PARCEL PER DOCUMENT NUMBER 2010-0575179; THENCE ALONG THE SOUTHERLY LINE OF THE SANDAG PARCEL PER DOCUMENT NUMBER 2010-0575179.
ALONG A BEARING OF NORTH 81° 40' 50" EAST (NORTH 81° 41' 45" EAST RECORD) FOR A DISTANCE OF 14.34 FEET TO THE BEGINNING OF A 360.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE CONTINUING ALONG SOUTHERLY LINE OF THE SANDAG PARCEL PER DOCUMENT NUMBER 2010-0575179 ALONG THE ARC OF SAID 360.00 FOOT RADIUS CURVE FOR A DISTANCE OF 25.16 FEET THROUGH A CENTRAL ANGLE OF 4° 00' 15" (RADIUS = 360.00', ARC LENGTH = 25.16', CENTRAL ANGLE = 4° 00' 15" RECORD) TO A TANGENT LINE; THENCE CONTINUING ALONG SOUTHERLY LINE OF THE SANDAG PARCEL PER DOCUMENT NUMBER 2010-0575179 ALONG A BEARING OF NORTH 77° 40' 35" EAST (NORTH 77° 41' 30" EAST RECORD) FOR A DISTANCE OF 45.13 FEET RETURNING TO THE TRUE POINT OF BEGINNING.

THIS DESCRIPTION CONTAINS 2,556 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 14492.

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.

ANDREW P. ZIEMNIAK – PLS 6133 LICENSE EXPIRATION: 3-31-2018 DATED 8-25-2017
DESCRIPTION:
PORTION OF PARCEL 1
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-9

MID-COAST CORRIDOR TRANSIT PROJECT

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 2,556 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.
EXHIBIT "B"

MID-COAST CORRIDOR TRANSIT PROJECT

DESCRIPTION:
PORTION OF PARCEL 1 OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-9

SLOPE EASEMENT TO CITY OF SAN DIEGO
REC. 04/05/1994 AS
INST. NO. 94-0224009, O.R.

SANDAG PARCEL PER
DOC. NO. 2010-0575179,
REC. 10/26/2010, O.R.
APN 344-280-22

T.P.O.B.

15' OPEN SPACE EASEMENT GRANTED PER MAP 6985
15' PEDESTRIAN & NON-VEHICULAR EASEMENT
GRANTED PER MAP 6985

PARCEL 1
PM 15965
344-280-20

LINE TABLE

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<tr>
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<tr>
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<td>30.18'</td>
<td>S11°56'18&quot;E</td>
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<tr>
<td>L2</td>
<td>84.59'</td>
<td>S78°03'42&quot;W</td>
</tr>
<tr>
<td>L5</td>
<td>45.13'</td>
<td>N77°40'35&quot;E</td>
</tr>
</tbody>
</table>

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 2,556 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

SCALE: 1" = 20'
DRAFTED: AB
CHECKED: AZ
DATE PREPARED: 08/25/2017
EXHIBIT "B"

LINE TABLE

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<thead>
<tr>
<th>LINE</th>
<th>LENGTH</th>
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</thead>
<tbody>
<tr>
<td>L2</td>
<td>84.59'</td>
<td>S78°03'42&quot;W</td>
</tr>
<tr>
<td>L3</td>
<td>31.49'</td>
<td>N11°56'18&quot;W</td>
</tr>
<tr>
<td>L4</td>
<td>14.34'</td>
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</tr>
<tr>
<td>L5</td>
<td>45.13'</td>
<td>N77°40'35&quot;E</td>
</tr>
</tbody>
</table>

CURVE TABLE

<table>
<thead>
<tr>
<th>CURVE</th>
<th>LENGTH</th>
<th>RADIUS</th>
<th>Δ</th>
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<tbody>
<tr>
<td>C1</td>
<td>25.16'</td>
<td>380.00</td>
<td>04'00'15&quot;</td>
</tr>
</tbody>
</table>

CURVE LENGTH RADIUS Δ
C1 25.16' 380.00' 04'00'15"

PARCEL 1
PM 15965
344-280-20

- 15' OPEN SPACE EASEMENT
- 15' PEDESTRIAN & NON-VEHICULAR EASEMENT

GRANTED PER MAP 6985

T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 2,556 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6, EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207" AND "GPS-251" BEING N12°06'48"W, PER RDS 14492.

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-9
EXHIBIT "A"
LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-20-00
MCCTP PARCEL No: 40219-10

ALL THAT PORTION OF PARCEL 1 OF PARCEL MAP NUMBER 15965 RECORDED ON JANUARY 30, 1990 AS FILE NUMBER 90-053631 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 RECORDED ON APRIL 05, 1994 O.R. A COPY IS ON FILE AT THE SAN DIEGO COUNTY RECORDERS OFFICE, AND THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 SAID EASTERLY LINE OF PARCEL 1 BEING A 35.00 FOOT RADIUS CURVE (35.00 FOOT RADIUS RECORD) CONCAVE TO THE SOUTHWEST AND HAVING A BEGINNING RADIAL BEARING OF NORTH 48° 37' 14" EAST; THENCE ALONG THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID 35.00 FOOT RADIUS CURVE FOR A DISTANCE OF 17.75 FEET THROUGH A CENTRAL ANGLE OF 29° 03' 18" TO A TANGENT LINE; THENCE CONTINUING ALONG THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 12° 19' 28" EAST (SOUTH 12° 18' 50" EAST RECORD) FOR A DISTANCE OF 87.04 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY LINE OF PARCEL 2 ALONG A LINE HAVING A BEARING OF SOUTH 78° 40' 44" WEST FOR A DISTANCE OF 21.07 FEET; THENCE NORTH 11° 51' 07" WEST FOR A DISTANCE OF 89.25 FEET; THENCE NORTH 78° 07' 48" EAST FOR A DISTANCE OF 12.67 FEET TO A POINT ON THE RIGHT OF WAY LINE OF THE SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) PARCEL PER DOCUMENT NUMBER 2010-0575179 RECORDED ON OCTOBER 26, 2010 A COPY OF THE DOCUMENT IS ON FILE AT THE SAN DIEGO COUNTY RECORDERS OFFICE; THENCE ALONG SAID SANDAG PARCEL PER DOCUMENT NUMBER 2010-0575179 SOUTH 51° 05' 20" EAST FOR A DISTANCE OF 3.17 FEET; THENCE CONTINUING ALONG SAID SANDAG PARCEL PER DOCUMENT NUMBER 2010-0575179 NORTH 77° 46' 44"
EAST FOR A DISTANCE OF 5.68 FEET RETURNING TO THE TRUE POINT OF BEGINNING

1.

PARCEL 2

BEGINNING AT THE TRUE POINT OF BEGINNING 2 BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 RECORDED ON APRIL 05, 1994 O.R. A COPY IS ON FILE AT THE SAN DIEGO COUNTY RECORDERS OFFICE, AND THE WESTERLY LINE OF PARCEL 1 BEING THE SAME AS THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; THENCE NORTH 77° 40’ 35” EAST ALONG THE SOUTHERLY RIGHT OF WAY OF NOBEL DRIVE PER SAID STREET RESERVATION PER DOCUMENT NUMBER 94-0224008 FOR A DISTANCE OF 9.18 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY OF NOBEL DRIVE ALONG A LINE HAVING A BEARING OF SOUTH 13° 33’ 27” EAST FOR A DISTANCE OF 132.33 FEET; THENCE NORTH 77° 37’ 27” EAST FOR A DISTANCE OF 8.08 FEET; THENCE SOUTH 12° 22’ 33” EAST FOR A DISTANCE OF 64.31 FEET TO THE POINT OF BEGINNING 1.600 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A BEGINNING RADIAL BEARING OF SOUTH 46° 36’ 17” EAST FROM THE RADIUS POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID 1.600 FOOT RADIUS CURVE FOR A DISTANCE OF 13.88 FEET THROUGH A CENTRAL ANGLE OF 49° 41’ 18” TO A NON-TANGENT LINE; THENCE SOUTH 7° 48’ 29” WEST FOR A DISTANCE OF 32.88 FEET TO A POINT ON THE WESTERLY LINE OF PARCEL 1 ALSO BEING THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; THENCE ALONG SAID WESTERLY LINE OF SAID PARCEL 1 ALSO BEING THE EASTERLY LINE OF SAID PARCEL 2 NORTH 12° 19’ 28” WEST FOR A DISTANCE OF 212.66 FEET TO THE POINT OF BEGINNING OF A 35.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTHEAST; THENCE CONTINUING ALONG SAID WESTERLY LINE OF SAID PARCEL 1 ALSO BEING THE EASTERLY LINE OF SAID PARCEL 2 IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID 35.00 FOOT RADIUS CURVE FOR A DISTANCE OF 17.77 FEET THROUGH A CENTRAL ANGLE OF 29° 04’ 58” RETURNING TO THE TRUE POINT OF BEGINNING 2.

THESE DESCRIPTIONS CONTAIN 5,602 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 14492.

ATTACHED HERETO IS A PLAT OF SAID PARCEL, LABELED EXHIBIT “B” AND BY THIS REFERENCE MADE A PART HEREOF.
STREET RESERVATION TO THE CITY OF SAN DIEGO
REC. 04/05/1994 AS INST.
NO. 1994-0224008, O.R.

EXHIBIT 'B'

*SEE SHEET 3
FOR EXISTING
EASEMENTS

SAN D
APN 344-280-22

COMMENCING POINT

T.P.O.B. 2

L7

S12'19'28"E

R=35.00'

L=17.75'

Δ=29'03'18"'

PARCEL 1
PM 15965
344-280-20

PARCEL 2
PM 15965
344-280-19

PARCEL 1
PM 15965
344-280-20

T.P.O.B. 1

L1

L3

L4

L5

L6

L7

L8

L12

PARCEL 1

SANDAG PARCEL PER DOC. NO.
2010-0575179, REC. 10/26/2010, O.R.

L1

LINE TABLE

LINE LENGTH BEARING
L1 87.04' S12'19'28"E
L3 89.25' N11'51'07"W
L4 12.67' N78'07'48"E
L5 3.17' S51'05'20"E
L6 5.68' N77'46'44"E
L7 9.18' N77'40'35"E
L8 132.33' S13'33'27"E
L12 212.66' N12'19'28"W

T.P.O.B. 2

C2

C2

MATCH LINE SEE SHEET 2

CURVE TABLE

CURVE LENGTH RADIUS Δ
C2 17.75' 35.00' 29'04'58"

SCALE:
1" = 20'

OWNER:
8650 VILLA LA JOLLA INC

MID-COAST CORRIDOR TRANSIT PROJECT

DESCRIPTION:
PORTION OF PARCEL 1
OF PARCEL MAP 15965

PARCEL NUMBER:
40219-10

DATE PREPARED:
08/25/2017

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12'06'48"W, PER ROS 14492.

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12'06'48"W, PER ROS 14492.

TOTAL AREA = 5,602 SQUARE FEET

PROPERTY SURVEYOR:
ANDREW P. ZIEVIAT

LICENSED LAND SURVEYOR
NO. 6133
EXP. 03/31/18
STATE OF CALIFORNIA

OWNED:
8650 VILLA LA JOLLA INC

DRAFTED:
AB

CHECKED:
AZ

DATE PREPARED:
08/25/2017

MID-COAST CORRIDOR TRANSIT PROJECT

ENGINEERING

DE DOKKEN

5675 RUPPIN ROAD
SUITE 250
SAN DIEGO, CA 92123
224
(658) 514-8977

5675 RUPPIN ROAD
SUITE 250
SAN DIEGO, CA 92123
224
(658) 514-8977

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SUITE 250
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224
(658) 514-8977

5675 RUPPIN ROAD
SUITE 250
SAN DIEGO, CA 92123
224
(658) 514-8977
MATCH LINE SEE SHEET 1

WATER EASEMENT TO CITY OF SAN DIEGO
REC. 05/03/1994
AS INST. NO.
1994-0295261, O.R.

PARCEL 1
PM 15965
344-280-20

PARCEL 2
PM 15965
344-280-19

LINE TABLE

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<th>LINE</th>
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<tbody>
<tr>
<td>L1</td>
<td>87.04'</td>
<td>S12°19'28&quot;E</td>
</tr>
<tr>
<td>L2</td>
<td>21.07'</td>
<td>S78°40'44&quot;W</td>
</tr>
<tr>
<td>L3</td>
<td>89.25'</td>
<td>N11°51'07&quot;W</td>
</tr>
<tr>
<td>L8</td>
<td>132.33' S13°33'27&quot;E</td>
<td></td>
</tr>
<tr>
<td>L9</td>
<td>8.08'</td>
<td>N77°37'27&quot;E</td>
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<tr>
<td>L10</td>
<td>64.31'</td>
<td>S12°22'33&quot;E</td>
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<td>L11</td>
<td>32.88'</td>
<td>S07°48'29&quot;W</td>
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<td>L12</td>
<td>212.66' N12°19'28&quot;W</td>
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CURVE TABLE

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<tr>
<th>CURVE</th>
<th>LENGTH</th>
<th>RADIUS</th>
<th>Δ</th>
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</thead>
</table>
| C1    | 13.88' | 16.00' | 49°41'18"

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 5,602 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

DESCRIPTION:
PORTION OF PARCEL 1
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-10

MID-COAST CORRIDOR TRANSIT PROJECT
5675 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123

SCALE: 1" = 20'
DRAFTED: AB
CHECKED: AZ
DATE PREPARED: 08/25/2017

(858) 514-8377
DESCRIPTION:
PORTION OF PARCEL 1
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-10

MID-COAST CORRIDOR TRANSIT PROJECT

TRAFFIC SIGNAL EASEMENT TO CITY
OF SAN DIEGO, REC. 07/31/1989 AS
INST. NO. 89-404201 & CORRECTED
12/07/1989 AS INST. NO.
89-662075, O.R.

WATER EASEMENT TO
CITY OF SAN DIEGO
REC. 05/03/1994 AS
INST. NO. 94-0295261, O.R.

PARCEL 1
PM 15965
344-280-20

PARCEL 2
PM 15965
344-280-19

*EXISTING EASEMENT AND DOCUMENT SHEET

DOKKEN
ENGINEERING

5875 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123

SCALE:
1" = 20'
DRAFTED:
AB
CHECKED:
AZ
DATE PREPARED:
08/25/2017

(858) 514-8377
EXHIBIT "A"
LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-20-00
MCCTP PARCEL No: 40219-11

ALL THAT PORTION OF PARCEL 1 OF PARCEL MAP NUMBER 15965Recorded on January 30, 1990 as File Number 90-053631 of the Official Records in the Office of the San Diego County Recorder, all being in the City of San Diego, County of San Diego, State of California, more particularly described as follows:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER STREET RESERVATION recorded as Instrument Number 94-0224008 recorded on April 05, 1994 O.R. A COPY IS ON FILE AT THE SAN DIEGO COUNTY RECORDERS OFFICE AND THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 SAID EASTERLY LINE OF PARCEL 1 BEING A 35.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST AND HAVING A BEGINNING RADIAL BEARING OF NORTH 48° 37' 14" EAST; THENCE ALONG THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID 35.00 FOOT RADIUS CURVE FOR A DISTANCE OF 17.75 FEET THROUGH A CENTRAL ANGLE OF 29° 03' 18" TO A TANGENT LINE; THENCE CONTINUING ALONG THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 12° 19' 28" EAST (SOUTH 12° 18' 50" EAST RECORD) FOR A DISTANCE OF 90.59 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 12° 19' 28" EAST (SOUTH 12° 18' 50" EAST RECORD) FOR A DISTANCE OF 62.66 FEET TO THE BEGINNING OF A 35.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE CONTINUING ALONG THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID 35.00 FOOT RADIUS CURVE FOR A DISTANCE OF 39.67 FEET THROUGH A CENTRAL ANGLE OF 64° 56' 17" TO A TANGENT LINE; THENCE CONTINUING ALONG THE SOUTHEASTERLY LINE OF PARCEL 1 ALSO BEING THE NORTHWESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF SOUTH 52° 36' 49" WEST (SOUTH 52° 37' 27" WEST RECORD) FOR A DISTANCE OF 19.73 FEET; THENCE LEAVING THE SOUTHEASTERLY LINE OF PARCEL 1 ALSO BEING THE NORTHWESTERLY LINE OF PARCEL 2 ALONG A LINE HAVING A BEARING OF NORTH 15° 30' 14" WEST FOR A DISTANCE OF 21.16 FEET TO A POINT ON A 182.00 FOOT RADIUS NON-TANGENT
CURVE CONCAVE TO THE SOUTHEAST AND HAVING A BEGINNING RADIAL BEARING OF NORTH 12° 29' 50" WEST FROM THE RADIUS POINT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID 182.00 FOOT RADIUS CURVE FOR A DISTANCE OF 7.88 FEET THROUGH A CENTRAL ANGLE OF 2° 28' 50" TO A POINT ON A NON-TANGENT LINE; THENCE NORTH 12° 37' 59" WEST FOR A DISTANCE OF 82.30 FEET; THENCE NORTH 78° 40' 44" EAST FOR A DISTANCE OF 31.79 FEET RETURNING TO THE TRUE POINT OF BEGINNING.

THIS DESCRIPTION CONTAINS 2,976 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 14492.

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.

ANDREW P. ZIEMNIAK – PLS 6133
LICENSE EXPIRATION: 3-31-2018
DATED 8-25-2017
**DESCRIPTION:**
PORTION OF PARCEL 1 OF PARCEL MAP 15965

**OWNER:**
8650 VILLA LA JOLLA INC

**PARCEL NUMBER:**
40219-11

**MID-COAST CORRIDOR TRANSIT PROJECT**

**SCALE:**
1" = 40'

**DRAFTED:**
AB

**CHECKED:**
AZ

**DATE PREPARED:**
08/25/2017

---

**COMMENCING POINT**
N49°37'14"E (R)
L=17.75', b=29'03'18"'
R=35.00'

**LINE TABLE**

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<th>LENGTH</th>
<th>BEARING</th>
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<tbody>
<tr>
<td>L1</td>
<td>62.66'</td>
<td>S12°19'28&quot;E</td>
</tr>
<tr>
<td>L2</td>
<td>19.73'</td>
<td>S52°36'49&quot;W</td>
</tr>
<tr>
<td>L3</td>
<td>21.16'</td>
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<td>82.30'</td>
<td>N12°37'59&quot;W</td>
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<tr>
<td>L5</td>
<td>31.79'</td>
<td>N78°40'44&quot;E</td>
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**CURVE TABLE**

<table>
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<th>CURVE</th>
<th>LENGTH</th>
<th>RADIUS</th>
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<td>C1</td>
<td>39.67'</td>
<td>35.00'</td>
<td>64°56'17&quot;</td>
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<tr>
<td>C2</td>
<td>7.88'</td>
<td>182.00'</td>
<td>02°28'50&quot;</td>
</tr>
</tbody>
</table>

**NOTES**

1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6, EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207" AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.
NoBEL
DrlvÉ
ELECTRICAL
EASEMENT
REC.
04/05/1994
INST. NO. 94-0224015, O.R.

STREET RESERVATION TO CITY OF
SAN DIEGO, REC. 04/05/1994 AS
INST. NO. 1994-0224008, O.R.

WATER EASEMENT TO
CITY OF SAN DIEGO
REC. 05/03/1994 AS
INST. NO. 94-0295261, O.R.

PARCEL 1
PM 15965
344-280-20

15' SEWER, OPEN SPACE,
PEDESTRIAN & NON-MOTOR VEHICLE
EASEMENT GRANTED PER MAP 6985

PARCEL 2
PM 15965
344-280-19

WATER EASEMENT TO
CITY OF SAN DIEGO
REC. 05/03/1994 AS
INST. NO. 94-0295261, O.R.

WATER EASEMENT PER
DEED REC. 12/08/1978
AS INST. NO. 78-529152,
O.R.

*EXISTING EASEMENT AND DOCUMENT SHEET

MID-COAST CORRIDOR TRANSIT PROJECT

DESCRIPTION:
PORTION OF PARCEL 2
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-11

SCALE: 1" = 40'
DRAFTED:
AB
CHECKED:
AZ
DATE PREPARED: 08/25/2017

DE KOKKEN
ENGINEERING
5675 RUFFIN ROAD
SUITE 260
SAN DIEGO, CA 92123
(858) 514-8377

SHET 2 OF 2
EXHIBIT "A"
LEGAL DESCRIPTION

TEMPORARY ACCESS EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-20-00
MCCTP PARCEL No: 40219-12

ALL THAT PORTION OF PARCEL 1 OF PARCEL MAP NUMBER 15965Recorded on January 30, 1990 as File Number 90-053631 of the Official Records in the Office of the San Diego County Recorder, all being in the City of San Diego, County of San Diego, State of California, more particularly described as follows:

PARCEL 1

Commencing at the southeast corner of Parcel 1 per said parcel map 15965 thence north 82° 23' 11" west (north 82° 22' 33" west record) along the southerly line of said parcel 1 per said parcel map 15965 also being the northerly line of parcel 3 per parcel map 8363 recorded as file 79-047105 on January 30, 1979 a copy is on file at the County of San Diego Recorders Office, for a distance of 25.75 feet to the true point of beginning 1; thence continuing along the southerly line of said parcel 1 per said parcel map 15965 also being the northerly line of parcel 3 per said parcel map 8363 along a bearing of north 82° 23' 11" west (north 82° 22' 33" west record) for a distance of 28.21 feet; thence leaving the southerly line of said parcel 1 and the northerly line of said parcel 3 along a line having a bearing of north 7° 48' 29" east for a distance of 165.60 feet; thence north 00° 45' 14" west for a distance of 270.52 feet; thence north 5° 11' 44" east for a distance of 139.73 feet; thence north 17° 49' 45" east for a distance of 18.29 feet; thence north 5° 11' 44" east for a distance of 62.70 feet; thence south 76° 31' 14" west for a distance of 80.13 feet; thence south 12° 17' 15" east for a distance of 35.92 feet; thence south 82° 21' 36" east for a distance of 25.27 feet; thence south 00° 24' 36" west for a distance of 18.14 feet; thence north 82° 21' 36" west for a distance of 18.16 feet; thence south 11° 58' 57" east for a distance of 38.22 feet; thence south 82° 21' 36" east for a distance of 9.89 feet; thence south 00° 24' 36" west for a distance of 18.14 feet; thence north 82° 21' 36" west for a distance of 27.45 feet; thence north 12° 17' 15" west for a distance of 130.84 feet; thence north 78° 42' 17" east for a distance of 103.99 feet; thence north 34° 16' 01" east for a distance of 39.08 feet; thence south 5° 11' 44" west for a distance of 211.47 feet; thence south 1° 54' 54" west for a distance of 269.06 feet; thence south 00° 45' 41" east for a distance of 280.95 feet; thence south 7° 43' 35"
WEST FOR A DISTANCE OF 167.78 FEET RETURNING TO THE TRUE POINT OF BEGINNING 1.

PARCEL 2

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 82° 23‘ 11” WEST (NORTH 82° 22‘ 33” WEST RECORD) ALONG THE SOUTHERLY LINE OF SAID PARCEL 1 PER SAID PARCEL MAP 15965 ALSO BEING THE NORThERLY LINE OF PARCEL 3 PER PARCEL MAP 8363 RECORDED AS FILE 79-047105 ON JANUARY 30, 1979 A COPY IS ON FILE AT THE COUNTY OF SAN DIEGO RECORDERS OFFICE, FOR A DISTANCE OF 91.47 FEET TO THE TRUE POINT OF BEGINNING 2; THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID PARCEL 1 PER SAID PARCEL MAP 15965 ALSO BEING THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 ALONG A BEARING OF NORTH 82° 23‘ 11” WEST (NORTH 82° 22‘ 33” WEST RECORD) FOR A DISTANCE OF 18.00 FEET; THENCE LEAVING THE SOUTHERLY LINE OF SAID PARCEL 1 AND THE NORTHERLY LINE OF SAID PARCEL 3 ALONG A LINE HAVING A BEARING OF NORTH 7° 48’ 29” EAST FOR A DISTANCE OF 176.49 FEET; THENCE NORTH 00° 06‘ 13” WEST FOR A DISTANCE OF 29.36 FEET; THENCE SOUTH 82° 21‘ 36” EAST FOR A DISTANCE OF 17.07 FEET; THENCE SOUTH 00° 14‘ 53” WEST FOR A DISTANCE OF 37.77 FEET; THENCE SOUTH 7° 48’ 29” WEST FOR A DISTANCE OF 168.12 FEET RETURNING TO THE TRUE POINT OF BEGINNING 2.

PARCEL 3

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37’ 05” EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36‘ 40” EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17‘ 33” EAST FOR A DISTANCE OF 140.23 FEET (NORTH 4° 19‘ 39” EAST, 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06‘ 55” WEST (NORTH 1° 06‘ 25” WEST RECORD) FOR A DISTANCE OF 93.12 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF SOUTH 88° 53‘ 05” WEST FOR A DISTANCE OF 82.13 FEET TO THE TRUE POINT OF BEGINNING 3; THENCE SOUTH 00° 14‘ 53” WEST FOR A DISTANCE OF 18.15 FEET; THENCE NORTH 82° 21‘ 36” WEST FOR A DISTANCE OF 41.84 FEET; THENCE NORTH 1° 07‘ 13” WEST FOR A DISTANCE OF 18.21 FEET; THENCE SOUTH 82° 21‘ 36” EAST FOR A DISTANCE OF 42.28 FEET RETURNING TO THE TRUE POINT OF BEGINNING 3.
PARCEL 4

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37' 05" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36' 40" EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17' 33" EAST FOR A DISTANCE OF 140.23 FEET (NORTH 4° 19' 39" EAST, 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06' 55" WEST (NORTH 1° 06' 25" WEST RECORD) FOR A DISTANCE OF 148.56 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF SOUTH 88° 53' 05" WEST FOR A DISTANCE OF 80.81 FEET TO THE TRUE POINT OF BEGINNING 4; THENCE SOUTH 00° 14' 53" WEST FOR A DISTANCE OF 18.15 FEET; THENCE NORTH 82° 21' 36" WEST FOR A DISTANCE OF 33.55 FEET; THENCE NORTH 5° 14' 23" EAST FOR A DISTANCE OF 18.02 FEET; THENCE SOUTH 82° 21' 36" EAST FOR A DISTANCE OF 31.97 FEET RETURNING TO THE TRUE POINT OF BEGINNING 4.

PARCEL 5

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37' 05" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36' 40" EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17' 33" EAST FOR A DISTANCE OF 140.23 FEET (NORTH 4° 19' 39" EAST, 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06' 55" WEST (NORTH 1° 06' 25" WEST RECORD) FOR A DISTANCE OF 203.82 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF SOUTH 88° 53' 05" WEST FOR A DISTANCE OF 78.25 FEET TO THE TRUE POINT OF BEGINNING 5; THENCE SOUTH 5° 02' 15" WEST FOR A DISTANCE OF 14.93 FEET; THENCE SOUTH 00° 14' 53" WEST FOR A DISTANCE OF 3.11 FEET; THENCE NORTH 82° 21' 36" WEST FOR A DISTANCE OF 40.96 FEET; THENCE NORTH 8° 23' 17" EAST FOR A DISTANCE OF 18.00 FEET; THENCE SOUTH 82° 21' 36" EAST FOR A DISTANCE OF 39.65 FEET RETURNING TO THE TRUE POINT OF BEGINNING 5.
PARCEL 6

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37' 05" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36' 40" EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17' 33" EAST FOR A DISTANCE OF 140.23 FEET (NORTH 4° 19' 39" EAST, 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06' 55" WEST (NORTH 1° 06' 55" WEST RECORD) FOR A DISTANCE OF 72.71 FEET TO THE TRUE POINT OF BEGINNING 6; THENCE SOUTH 2° 13' 34" WEST FOR A DISTANCE OF 18.08 FEET; THENCE NORTH 82° 21' 36" WEST FOR A DISTANCE OF 36.79 FEET; THENCE NORTH 13° 28' 12" WEST FOR A DISTANCE OF 18.05 FEET; THENCE SOUTH 82° 21' 36" EAST FOR A DISTANCE OF 34.19 FEET RETURNING TO THE TRUE POINT OF BEGINNING 6.

PARCEL 7

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37' 05" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36' 40" EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06' 55" WEST FOR A DISTANCE OF 261.43 FEET (NORTH 1° 06' 25" WEST, 261.40 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 53' 55" EAST (NORTH 1° 53' 20" EAST RECORD) FOR A DISTANCE OF 48.61 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 88° 06' 05" WEST FOR A DISTANCE OF 72.14 FEET TO THE TRUE POINT OF BEGINNING 7; THENCE SOUTH 2° 13' 34" WEST FOR A DISTANCE OF 18.08 FEET; THENCE NORTH 82° 21' 36" WEST FOR A DISTANCE OF 43.67 FEET; THENCE NORTH 13° 28' 12" WEST FOR A DISTANCE OF 19.30 FEET; THENCE SOUTH 82° 21' 36" EAST FOR A DISTANCE OF 48.91 FEET RETURNING TO THE TRUE POINT OF BEGINNING 7.
PARCEL 8

COMMENING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37' 05" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36' 40" EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17' 33" EAST FOR A DISTANCE OF 140.23 FEET (NORTH 4° 19' 39" EAST, 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06' 55" WEST FOR A DISTANCE OF 261.43 FEET (NORTH 1° 06' 25" WEST, 261.40 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 88° 06' 05" WEST FOR A DISTANCE OF 71.83 FEET TO THE TRUE POINT OF BEGINNING 8. THENCE SOUTH 2° 13' 34" WEST FOR A DISTANCE OF 18.08 FEET; THENCE NORTH 82° 30' 31" EAST FOR A DISTANCE OF 18.07 FEET; THENCE SOUTH 82° 21' 36" EAST FOR A DISTANCE OF 33.01 FEET RETURNING TO THE TRUE POINT OF BEGINNING 8.

PARCEL 9

COMMENING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37' 05" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36' 40" EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17' 33" EAST FOR A DISTANCE OF 140.23 FEET (NORTH 4° 19' 39" EAST, 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06' 55" WEST FOR A DISTANCE OF 261.43 FEET (NORTH 1° 06' 25" WEST, 261.40 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 53' 55" EAST (NORTH 1° 53' 20" EAST RECORD) FOR A DISTANCE OF 159.10 FEET; THENCE LEAVING THE EASTERLY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 88° 06' 05" WEST FOR A DISTANCE OF 71.51 FEET TO THE TRUE POINT OF BEGINNING 9; THENCE SOUTH 2° 13' 34" WEST FOR A DISTANCE OF 18.08 FEET; THENCE NORTH 82° 21' 36" WEST FOR A DISTANCE OF 40.37 FEET; THENCE NORTH 15° 50' 44" WEST FOR A DISTANCE OF
19.63 FEET; THENCE SOUTH 82° 21' 36" EAST FOR A DISTANCE OF 46.49 FEET
RETURNING TO THE TRUE POINT OF BEGINNING 9.

PARCEL 10

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP
15965 THENCE NORTH 7° 37' 05" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1
ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF
45.50 FEET (NORTH 7° 36' 40" EAST, 45.78 FEET RECORD); THENCE CONTINUING
ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY
LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17' 33" EAST FOR A DISTANCE
OF 140.23 FEET (NORTH 4° 19' 39" EAST, 140.08 FEET RECORD); THENCE CONTINUING
ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY
LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06' 25" WEST (NORTH 1° 06'
261.43 FEET (NORTH 1° 06' 25" WEST, 261.40 FEET RECORD); THENCE CONTINUING
ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY
LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 53' 55" EAST (NORTH 1° 53'
53' 55" EAST RECORD) FOR A DISTANCE OF 214.34 FEET; THENCE LEAVING THE EASTERLY
LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID
PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 88° 06' 05" WEST
FOR A DISTANCE OF 71.20 FEET TO THE TRUE POINT OF BEGINNING 10; THENCE
SOUTH 2° 13' 34" WEST FOR A DISTANCE OF 18.08 FEET; THENCE NORTH 82° 21' 36"
WEST FOR A DISTANCE OF 31.94 FEET; THENCE NORTH 9° 04' 41" WEST FOR A
DISTANCE OF 18.79 FEET; THENCE SOUTH 82° 21' 36" EAST FOR A DISTANCE OF 35.64
FEET RETURNING TO THE TRUE POINT OF BEGINNING 10.

PARCEL 11

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP
15965 THENCE NORTH 7° 37' 05" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1
ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF
45.50 FEET (NORTH 7° 36' 40" EAST, 45.78 FEET RECORD); THENCE CONTINUING
ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY
LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17' 33" EAST FOR A DISTANCE
OF 140.23 FEET (NORTH 4° 19' 39" EAST, 140.08 FEET RECORD); THENCE CONTINUING
ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY
LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06' 25" WEST, 261.40 FEET RECORD); THENCE CONTINUING
ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY
LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 53' 55" EAST (NORTH 1° 53'
53' 20" EAST RECORD) FOR A DISTANCE OF 269.59 FEET; THENCE LEAVING THE EASTERLY
LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID
PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 88° 06’ 05” WEST FOR A DISTANCE OF 70.88 FEET TO THE TRUE POINT OF BEGINNING 11; THENCE SOUTH 2° 13’ 34” WEST FOR A DISTANCE OF 18.08 FEET; THENCE NORTH 82° 21’ 36” WEST FOR A DISTANCE OF 43.91 FEET; THENCE NORTH 10° 52’ 54” EAST FOR A DISTANCE OF 18.03 FEET; THENCE SOUTH 82° 21’ 36” EAST FOR A DISTANCE OF 41.18 FEET RETURNING TO THE TRUE POINT OF BEGINNING 11.

PARCEL 12

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37’ 05” EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36’ 40” EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17’ 33” EAST FOR A DISTANCE OF 140.23 FEET (NORTH 4° 19’ 39” EAST, 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06’ 55” WEST FOR A DISTANCE OF 261.43 FEET (NORTH 1° 06’ 25” WEST, 261.40 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 53’ 55” EAST FOR A DISTANCE OF 275.46 FEET (NORTH 1° 53’ 20” EAST 275.47 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 5° 12’ 28” EAST (NORTH 5° 13’ 07” EAST RECORD) FOR A DISTANCE OF 45.22 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 84° 47’ 32” WEST FOR A DISTANCE OF 73.30 FEET TO THE TRUE POINT OF BEGINNING 12; THENCE SOUTH 2° 13’ 34” WEST FOR A DISTANCE OF 18.08 FEET; THENCE NORTH 82° 21’ 36” WEST FOR A DISTANCE OF 34.85 FEET; THENCE NORTH 2° 03’ 43” EAST FOR A DISTANCE OF 18.09 FEET; THENCE SOUTH 82° 21’ 36” EAST FOR A DISTANCE OF 34.90 FEET RETURNING TO THE TRUE POINT OF BEGINNING 12.

PARCEL 13

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 ALSO BEING THE SOUTHWEST CORNER OF PARCEL 3 PER PARCEL MAP 8363Recorded as Document Number 79-047105 on January 30, 1979, a copy is on file at the San Diego County Recorders Office, THENCE NORTH 00° 39’ 22” WEST (NORTH 00° 38’ 44” WEST RECORD) ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY LINE OF SAID PARCEL 3 FOR A DISTANCE OF 27.06 FEET TO THE TRUE POINT OF BEGINNING 13; THENCE SOUTH 89° 23’ 16” WEST FOR A
DISTANCE OF 218.28 FEET TO THE BEGINNING OF A 30.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID 30.00 FOOT RADIUS CURVE FOR A DISTANCE OF 32.35 FEET THROUGH A CENTRAL ANGLE OF 61° 47’ 21” TO A TANGENT LINE; THENCE NORTH 28° 49’ 23” WEST FOR A DISTANCE OF 42.12 FEET TO THE BEGINNING OF A 26.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID 26.00 FOOT RADIUS CURVE FOR A DISTANCE OF 37.55 FEET THROUGH A CENTRAL ANGLE OF 82° 44’ 20” TO A TANGENT LINE; THENCE SOUTH 68° 26’ 17” WEST FOR A DISTANCE OF 61.15 FEET TO THE BEGINNING OF A 40.00 FOOT TANGENT CURVE CONCAVE TO THE SOUTHEAST; THENCE ALONG THE ARC OF SAID 40.00 FOOT RADIUS CURVE FOR A DISTANCE OF 27.08 FEET THROUGH A CENTRAL ANGLE OF 38° 47’ 41” TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF VIA MALLORCA BEING A 1042.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST AND HAVING A BEGINNING RADIAL BEARING OF NORTH 70° 09’ 09” EAST FROM THE RADIUS POINT; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF VIA MALLORCA BEING THE SAID 1042.00 FOOT RADIUS CURVE (1042.00 FOOT RADIUS RECORD) FOR A DISTANCE OF 68.50 FEET THROUGH A CENTRAL ANGLE OF 3° 46’ 00” TO A 40.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTH AND HAVING A BEGINNING RADIAL BEARING OF SOUTH 17° 00’ 06” WEST FROM THE RADIUS POINT; THENCE LEAVING THE NORTHEASTERLY RIGHT OF WAY LINE OF VIA MALLORCA IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID 40.00 FOOT RADIUS CURVE FOR A DISTANCE OF 26.89 FEET THROUGH A CENTRAL ANGLE OF 38° 30’ 45” TO A TANGENT LINE; THENCE NORTH 68° 29’ 21” EAST FOR A DISTANCE OF 76.34 FEET; THENCE NORTH 52° 39’ 53” EAST FOR A DISTANCE OF 34.22 FEET; THENCE SOUTH 37° 23’ 11” EAST FOR A DISTANCE OF 54.44 FEET TO THE BEGINNING OF A 40.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE EAST AND HAVING A BEGINNING RADIAL BEARING OF NORTH 61° 32’ 38” WEST FROM THE RADIUS POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID 40.00 FOOT RADIUS CURVE FOR A DISTANCE OF 39.99 FEET THROUGH A CENTRAL ANGLE OF 57° 16’ 45” TO A TANGENT LINE; THENCE SOUTH 28° 49’ 23” EAST FOR A DISTANCE OF 34.08 FEET TO THE BEGINNING OF A 8.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID 8.00 FOOT RADIUS CURVE FOR A DISTANCE OF 8.63 FEET THROUGH A CENTRAL ANGLE OF 61° 47’ 21” TO A TANGENT LINE; THENCE NORTH 89° 23’ 16” EAST FOR A DISTANCE OF 218.26 FEET TO A POINT ON THE EASTERNLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 ALSO BEING THE WESTERNLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363; THENCE SOUTH 00° 39’ 22” EAST (SOUTH 00° 38’ 44” EAST RECORD) ALONG THE EASTERNLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 AND BEING THE WESTERNLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 FOR A DISTANCE OF 22.00 FEET RETURNING TO THE TRUE POINT OF BEGINNING 13.

THESE DESCRIPTIONS CONTAIN 56,153 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 14492.

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.

ANDREW P. ZIEMNIAK — PLS 6133 
DATED 8-25-2017
LICENSE EXPIRATION: 3-31-2018
DESCRIPTION:
PORTION OF PARCEL 1
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-12

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 56,153 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

MID-COAST CORRIDOR TRANSIT PROJECT

DOKKEN ENGINEERING

SCALE:
NOT TO SCALE

DRAFTED:
AB

CHECKED:
AZ

DATE PREPARED:
08/25/2017
MATCH LINE SEE SHEET 3

LINE TABLE

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PARCEL 1
PM 15965
344-280-20

PARCEL 2

PARCEL 3
PM 8363
344-280-08

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 56,153 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6, EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207" AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

DESCRIPTION:
PORTION OF PARCEL 1 OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-12

MID-COAST CORRIDOR TRANSIT PROJECT

DE DOKKEN
ENGGINEERING

SCALE: 1" = 40'
DRAFTED: AB
CHECKED: AZ
DATE PREPARED: 08/25/2017
MATCH LINE SEE SHEET 2

TIE TABLE

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<td>48.91'</td>
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LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 56,153 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6, EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207" AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.
MATCH LINE SEE SHEET 5

TIE TABLE

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PARCEL 1
PM 10965
344-280-20

PARCEL 12

LINE TABLE

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LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 56,153 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6, EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207" AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

DESCRIPTION:
PORTION OF PARCEL 1 OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-12
**SEXHIBIT 'B'**

SLOPE EASEMENT TO CITY OF SAN DIEGO
REC. 04/05/1994 AS
INST. NO. 94-0224008, O.R.

STREET RESERVATION TO CITY OF SAN DIEGO
REC. 04/05/1994 AS
INST. NO. 94-0224009, O.R.

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<td>L20</td>
<td>211.47'</td>
<td>S05°11'44&quot;W</td>
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**MATCH LINE SEE SHEET 4**

---

**LEGEND**

T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 56,153 SQUARE FEET

**NOTES**

1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

---

**DESCRIPTION:**

PORTION OF PARCEL 1 OF PARCEL MAP 15965

**OWNER:**
8650 VILLA LA JOLLA INC

**PARCEL NUMBER:**
40219-12

---

**MID-COAST CORRIDOR TRANSIT PROJECT**

---

**SHEET 5 OF 7**

**SCALE:**
1" = 40'

**DRAFTED:**
AB

**CHECKED:**
AZ

**DATE PREPARED:**
08/25/2017
WATER EASEMENT PER DEED REC. 12/08/1978 AS INST.
NO. 78-529152, O.R.

PARCEL 1
PM 15965
344-280-20

PARCEL 3
PM 8363
344-280-08

LINE TABLE

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LEGEND
T.P.O.B.  TRUE POINT OF BEGINNING
TOTAL AREA = 56,153 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6, EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207" AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.
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<td>76.34' N68°29'21&quot;E</td>
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<td>L79</td>
<td>218.26' N89°23'16&quot;E</td>
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WATER EASEMENT PER DEEDRecorded 12/08/1978, INST. NO. 78-529152, O.R.

PARCEL 1
PM 8363
344-280-13

PARCEL 13
PM 15965
344-280-20

RIGHT OF WAY EASEMENT TO PACIFIC BELL COMPANY, REC. 01/17/2001, DOC. NO. 2001-0026066, O.R.

CURVE TABLE

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LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 56,153 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6, EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207" AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.
EXHIBIT "A"
LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-20-00
MCCTP PARCEL No: 40219-13

ALL THAT PORTION OF PARCEL 1 OF PARCEL MAP NUMBER 15965 Recorder on
JANUARY 30, 1990 AS FILE NUMBER 90-053631 OF THE OFFICIAL RECORDS IN THE
OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO,
COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

PARCEL 1

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP
15965; THENCE NORTH 7° 37’ 05” EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1
ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF
45.50 FEET (NORTH 7° 36’ 40” EAST, 45.78 FEET RECORD); THENCE CONTINUING
ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY
LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17’ 33” EAST (NORTH 4° 19’
39” EAST RECORD) FOR A DISTANCE OF 27.58 FEET; THENCE LEAVING THE EASTERLY
LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID
PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 85° 42’ 27” WEST
FOR A DISTANCE OF 52.22 FEET TO THE TRUE POINT OF BEGINNING 1; THENCE SOUTH
7° 48’ 29” WEST FOR A DISTANCE OF 32.20 FEET; THENCE SOUTH 66° 05’ 23” WEST
FOR A DISTANCE OF 44.08 FEET; THENCE NORTH 7° 48’ 29” EAST FOR A DISTANCE OF
34.77 FEET; THENCE NORTH 69° 01’ 12” EAST FOR A DISTANCE OF 42.79 FEET
RETURNING TO THE TRUE POINT OF BEGINNING 1.

PARCEL 2

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP
15965; THENCE NORTH 7° 37’ 05” EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1
ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF
45.50 FEET (NORTH 7° 36’ 40” EAST, 45.78 FEET RECORD); THENCE CONTINUING
ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY
LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17’ 33” EAST (NORTH 4° 19’
39” EAST RECORD) FOR A DISTANCE OF 87.10 FEET; THENCE LEAVING THE EASTERLY
LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID
PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 85° 42’ 27” WEST
FOR A DISTANCE OF 48.56 FEET TO THE TRUE POINT OF BEGINNING 2; THENCE SOUTH
7° 48' 29" WEST FOR A DISTANCE OF 19.98 FEET; THENCE SOUTH 69° 17' 23" WEST FOR A DISTANCE OF 42.68 FEET; THENCE NORTH 7° 48' 29" EAST FOR A DISTANCE OF 20.11 FEET; THENCE NORTH 69° 26' 27" EAST FOR A DISTANCE OF 42.62 FEET RETURNING TO THE TRUE POINT OF BEGINNING 2.

PARCEL 3

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37' 05" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36' 40" EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17' 33" EAST (NORTH 4° 19' 39" EAST RECORD) FOR A DISTANCE OF 139.05 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 85° 42' 27" WEST FOR A DISTANCE OF 47.78 FEET TO THE TRUE POINT OF BEGINNING 3; THENCE SOUTH 00° 45' 41" EAST FOR A DISTANCE OF 16.13 FEET; THENCE SOUTH 7° 48' 29" WEST FOR A DISTANCE OF 15.93 FEET; THENCE SOUTH 69° 00' 09" WEST FOR A DISTANCE OF 42.80 FEET; THENCE NORTH 7° 48' 29" EAST FOR A DISTANCE OF 38.94 FEET; THENCE NORTH 00° 14' 53" EAST FOR A DISTANCE OF 13.57 FEET; THENCE SOUTH 82° 21' 36" EAST FOR A DISTANCE OF 36.88 FEET RETURNING TO THE TRUE POINT OF BEGINNING 3.

PARCEL 4

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37' 05" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36' 40" EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17' 33" EAST FOR A DISTANCE OF 140.23 FEET (NORTH 4° 19' 39" EAST, 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06' 55" WEST (NORTH 1° 06' 25" WEST RECORD) FOR A DISTANCE OF 69.54 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF SOUTH 88° 53' 05" WEST FOR A DISTANCE OF 47.27 FEET TO THE TRUE POINT OF BEGINNING 4; THENCE SOUTH 00° 45' 41" EAST FOR A DISTANCE OF 41.95 FEET; THENCE NORTH 82° 21' 36" WEST FOR A DISTANCE OF 71.14 FEET; THENCE NORTH 25° 00' 54" WEST FOR A DISTANCE OF 24.65 FEET; THENCE SOUTH 82° 21' 36" EAST FOR A DISTANCE OF 14.31
FEET; THENCE NORTH 25° 29' 48" WEST FOR A DISTANCE OF 24.78 FEET; THENCE SOUTH 82° 21' 36" EAST FOR A DISTANCE OF 77.54 FEET; RETURNING TO THE TRUE POINT OF BEGINNING 4.

PARCEL 5

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37' 05" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36' 40" EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17' 33" EAST FOR A DISTANCE OF 140.23 FEET (NORTH 4° 19' 39" EAST, 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06' 55" WEST (NORTH 1° 06' 25" WEST RECORD) FOR A DISTANCE OF 180.73 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF SOUTH 88° 53' 05" WEST FOR A DISTANCE OF 46.85 FEET TO THE TRUE POINT OF BEGINNING 6; THENCE SOUTH 00° 45' 41" EAST FOR A DISTANCE OF 37.40 FEET; THENCE NORTH 82° 21' 36" WEST
FOR A DISTANCE OF 66.37 FEET; THENCE NORTH 23° 05’ 16” WEST FOR A DISTANCE OF 21.52 FEET; THENCE SOUTH 82° 21’ 36” EAST FOR A DISTANCE OF 8.47 FEET; THENCE NORTH 23° 41’ 40” WEST FOR A DISTANCE OF 21.66 FEET; THENCE SOUTH 82° 21’ 36” EAST FOR A DISTANCE OF 74.69 FEET RETURNING TO THE TRUE POINT OF BEGINNING 6.

PARCEL 7

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37’ 05” EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36’ 40” EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17’ 33” EAST FOR A DISTANCE OF 140.23 FEET (NORTH 4° 19’ 39” EAST, 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06’ 55” WEST (NORTH 1° 06’ 25” WEST RECORD) FOR A DISTANCE OF 236.32 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF SOUTH 88° 53’ 05” WEST FOR A DISTANCE OF 46.24 FEET TO THE TRUE POINT OF BEGINNING 7; THENCE SOUTH 00° 45’ 41” EAST FOR A DISTANCE OF 37.40 FEET; THENCE NORTH 82° 21’ 36” WEST FOR A DISTANCE OF 71.80 FEET; THENCE NORTH 38° 30’ 22” EAST FOR A DISTANCE OF 21.56 FEET; THENCE NORTH 82° 21’ 36” WEST FOR A DISTANCE OF 21.07 FEET; THENCE NORTH 38° 48’ 55” EAST FOR A DISTANCE OF 21.62 FEET; THENCE SOUTH 82° 21’ 36” EAST FOR A DISTANCE OF 65.15 FEET RETURNING TO THE TRUE POINT OF BEGINNING 7.

PARCEL 8

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37’ 05” EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36’ 40” EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17’ 33” EAST FOR A DISTANCE OF 140.23 FEET (NORTH 4° 19’ 39” EAST, 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06’ 55” WEST FOR A DISTANCE OF 261.43 FEET; (NORTH 1° 06’ 25” WEST, 261.40 FEET RECORD) THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 53’ 55” EAST
(NORTH 1° 53’ 20” EAST RECORD) FOR A DISTANCE OF 27.91 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 88° 06’ 05” WEST FOR A DISTANCE OF 46.27 FEET TO THE TRUE POINT OF BEGINNING 8; THENCE SOUTH 1° 54’ 54” WEST FOR A DISTANCE OF 24.90 FEET; THENCE SOUTH 0° 45’ 41” EAST FOR A DISTANCE OF 12.36 FEET; THENCE NORTH 82° 21’ 36” WEST FOR A DISTANCE OF 61.09 FEET; THENCE NORTH 23° 12’ 48” WEST FOR A DISTANCE OF 21.55 FEET; THENCE SOUTH 82° 21’ 36” EAST FOR A DISTANCE OF 9.76 FEET; THENCE NORTH 24° 38’ 43” WEST FOR A DISTANCE OF 21.88 FEET ;THENCE SOUTH 82° 21’ 36” EAST FOR A DISTANCE OF 69.78 FEET RETURNING TO THE TRUE POINT OF BEGINNING 8.

PARCEL 9

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37’ 05” EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36’ 40” EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17’ 33” EAST FOR A DISTANCE OF 140.23 FEET (NORTH 4° 19’ 39” EAST, 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06’ 55” WEST FOR A DISTANCE OF 261.43 FEET (NORTH 1° 06’ 25” WEST, 261.40 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 53’ 55” EAST (NORTH 1° 53’ 20” EAST RECORD) FOR A DISTANCE OF 83.19 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 88° 06’ 05” WEST FOR A DISTANCE OF 46.25 FEET TO THE TRUE POINT OF BEGINNING 9; THENCE SOUTH 1° 54’ 54” WEST FOR A DISTANCE OF 37.19 FEET; THENCE NORTH 82° 21’ 36” WEST FOR A DISTANCE OF 74.92 FEET; THENCE NORTH 39° 16’ 10” EAST FOR A DISTANCE OF 21.73 FEET; THENCE NORTH 82° 21’ 36” WEST FOR A DISTANCE OF 10.26 FEET; THENCE NORTH 38° 46’ 10” EAST FOR A DISTANCE OF 21.61 FEET ;THENCE SOUTH 82° 21’ 36” EAST FOR A DISTANCE OF 58.91 FEET RETURNING TO THE TRUE POINT OF BEGINNING 9.

PARCEL 10

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37’ 05” EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF
45.50 FEET (NORTH 7° 36' 40" EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17' 33" EAST FOR A DISTANCE OF 140.23 FEET (NORTH 4° 19' 39" EAST, 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06' 55" WEST FOR A DISTANCE OF 261.43 FEET (NORTH 1° 06' 25" WEST, 261.40 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 53' 55" EAST (NORTH 1° 53' 20" EAST RECORD) FOR A DISTANCE OF 138.47 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 88° 06' 05" WEST FOR A DISTANCE OF 46.24 FEET TO THE TRUE POINT OF BEGINNING 10; THENCE SOUTH 1° 54' 54" WEST FOR A DISTANCE OF 37.19 FEET; THENCE NORTH 82° 21' 36" WEST FOR A DISTANCE OF 58.72 FEET; THENCE NORTH 23° 47' 31" WEST FOR A DISTANCE OF 21.68 FEET; THENCE SOUTH 82° 21' 36" EAST FOR A DISTANCE OF 10.57 FEET; THENCE NORTH 21° 04' 14" WEST FOR A DISTANCE OF 21.09 FEET; THENCE SOUTH 82° 21' 36" EAST FOR A DISTANCE OF 65.88 FEET RETURNING TO THE TRUE POINT OF BEGINNING 10.

PARCEL 11

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37' 05" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36' 40" EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17' 33" EAST FOR A DISTANCE OF 140.23 FEET (NORTH 4° 19' 39" EAST, 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06' 55" WEST FOR A DISTANCE OF 261.43 FEET (NORTH 1° 06' 25" WEST, 261.40 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 53' 55" EAST (NORTH 1° 53' 20" EAST RECORD) FOR A DISTANCE OF 193.74 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 88° 06' 05" WEST FOR A DISTANCE OF 46.22 FEET TO THE TRUE POINT OF BEGINNING 11; THENCE SOUTH 1° 54' 54" WEST FOR A DISTANCE OF 37.19 FEET; THENCE NORTH 82° 21' 36" WEST FOR A DISTANCE OF 71.90 FEET; THENCE NORTH 37° 08' 33" EAST FOR A DISTANCE OF 21.26 FEET; THENCE NORTH 82° 21' 36" WEST FOR A DISTANCE OF 9.70 FEET; THENCE NORTH 36° 40' 58" EAST FOR A DISTANCE OF 21.16 FEET; THENCE
SOUTH 82° 21' 36" EAST FOR A DISTANCE OF 57.15 FEET RETURNING TO THE TRUE POINT OF BEGINNING 11.

PARCEL 12

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37' 05" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36' 40" EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17' 33" EAST FOR A DISTANCE OF 140.23 FEET (NORTH 4° 19' 39" EAST, 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06' 55" WEST FOR A DISTANCE OF 261.43 FEET (NORTH 1° 06' 25" WEST, 261.40 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 53' 55" EAST (NORTH 1° 53' 20" EAST RECORD) FOR A DISTANCE OF 249.02 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 88° 06' 05" WEST FOR A DISTANCE OF 46.20 FEET TO THE TRUE POINT OF BEGINNING 12; THENCE SOUTH 1° 54' 54" WEST FOR A DISTANCE OF 37.19 FEET; THENCE NORTH 82° 21' 36" WEST FOR A DISTANCE OF 60.75 FEET; THENCE NORTH 22° 07' 17" WEST FOR A DISTANCE OF 21.31 FEET; THENCE SOUTH 82° 21' 36" EAST FOR A DISTANCE OF 9.17 FEET; THENCE NORTH 21° 37' 15" WEST FOR A DISTANCE OF 21.21 FEET; THENCE SOUTH 82° 21' 36" EAST FOR A DISTANCE OF 68.81 FEET RETURNING TO THE TRUE POINT OF BEGINNING 12.

PARCEL 13

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37' 05" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36' 40" EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17' 33" EAST FOR A DISTANCE OF 140.23 FEET (NORTH 4° 19' 39" EAST, 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06' 55" WEST FOR A DISTANCE OF 261.43 FEET (NORTH 1° 06' 25" WEST, 261.40 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 53' 55" EAST
THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 5° 12’ 28” EAST (NORTH 5° 13’ 07” EAST RECORD) FOR A DISTANCE OF 26.05 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 84° 47’ 32” WEST FOR A DISTANCE OF 46.02 FEET TO THE TRUE POINT OF BEGINNING 13; THENCE SOUTH 5° 11’ 44” WEST FOR A DISTANCE OF 30.63 FEET; THENCE SOUTH 1° 54’ 54” WEST FOR A DISTANCE OF 6.43 FEET; THENCE NORTH 82° 21’ 36” WEST FOR A DISTANCE OF 65.99 FEET; THENCE NORTH 37° 40’ 35” EAST FOR A DISTANCE OF 21.37 FEET; THENCE NORTH 82° 21’ 36” WEST FOR A DISTANCE OF 19.34 FEET; THENCE NORTH 39° 26’ 45” EAST FOR A DISTANCE OF 21.77 FEET; THENCE SOUTH 82° 21’ 36” EAST FOR A DISTANCE OF 61.22 FEET RETURNING TO THE TRUE POINT OF BEGINNING 13.

PARCEL 14

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37’ 05” EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36’ 40” EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17’ 33” EAST FOR A DISTANCE OF 140.23 FEET (NORTH 4° 19’ 39” EAST, 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06’ 55” WEST FOR A DISTANCE OF 261.43 FEET (NORTH 1° 06’ 25” WEST, 261.40 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 53’ 55” EAST FOR A DISTANCE OF 275.46 FEET (NORTH 1° 53’ 20” EAST, 275.47 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 5° 12’ 28” EAST (NORTH 5° 13’ 07” EAST RECORD) FOR A DISTANCE OF 81.10 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 84° 47’ 32” WEST FOR A DISTANCE OF 46.03 FEET TO THE TRUE POINT OF BEGINNING 14; THENCE SOUTH 5° 11’ 44” WEST FOR A DISTANCE OF 37.03 FEET; THENCE NORTH 82° 21’ 36” WEST FOR A DISTANCE OF 62.21 FEET; THENCE NORTH 21° 42’ 05” WEST FOR A DISTANCE OF 21.22 FEET; THENCE SOUTH 82° 21’ 36” EAST FOR A DISTANCE OF 18.85; THENCE NORTH 21° 06’ 03” WEST FOR A DISTANCE OF 19.33 FEET; THENCE NORTH 77° 14’ 24” EAST FOR A DISTANCE OF 4.46 FEET; THENCE SOUTH 82° 21’ 36” EAST FOR A DISTANCE OF 57.30 FEET RETURNING TO THE TRUE POINT OF BEGINNING 14.
THESE DESCRIPTIONS CONTAIN 32,833 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 14492.

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.

ANDREW P. ZIEMNIAK – PLS 6133
LICENSE EXPIRATION: 3-31-2018

DATED 8-25-2017
MATCH LINE SEE SHEET 2

**TIE TABLE**

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<td>47.78'</td>
<td>N85°42'27&quot;W</td>
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<tr>
<td>T4</td>
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<td>T5</td>
<td>46.93'</td>
<td>S88°53'05&quot;W</td>
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**LINE TABLE**

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<tr>
<td>L26</td>
<td>68.27'</td>
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**NOTES**

1) THE BASIS OF BEARING FOR THIS PLAT IS CC583, ZONE 6, EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207" AND "GPS-251" BEING N12°06'48"W, PER ROB 14492.

**DESCRIPTION:**

PORTION OF PARCEL 1 OF PARCEL MAP 15965 344-280-20

OWNER:
8560 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-13

SCALE: 1" = 50'
DRAFTED: AB
CHECKED: AZ
DATE PREPARED: 08/25/2017
### LINE TABLE

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<td>T8</td>
<td>46.27'</td>
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<td>T11</td>
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### LINE TABLE CONTINUED ON SHEET 4

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<td>L45</td>
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### LEGEND

T.P.O.B.  TRUE POINT OF BEGINNING
TOTAL AREA = 32,833 SQUARE FEET

### NOTES

1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

### DESCRIPTION:

PORTION OF PARCEL 1
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-13

SCALE: 1" = 50'
DRAFTED: AB
CHECKED: AZ
DATE PREPARED: 08/25/2017

CELL: 261
(858) 514-8377
DESCRIPTION:
PORTION OF PARCEL 1 OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-13

MID-COAST CORRIDOR TRANSIT PROJECT

MATCH LINE SEE SHEET 2

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 32,833 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER R05 14492.

TIE TABLE

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<td>N84°47'32&quot;W</td>
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LINE TABLE

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SCALE: 1" = 50'
DRAFTED: AB
CHECKED: AZ
DATE PREPARED: 08/25/2017
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<td>L65</td>
<td>60.75'</td>
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</table>

**LEGEND**

T.P.O.B. TRUE POINT OF BEGINNING

TOTAL AREA = 32,833 SQUARE FEET

**NOTES**

1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6, EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207" AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.
EXHIBIT “A”
LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT
ASSessor PARCEL NUMBER: 344-280-20-00
MCCTP PARCEL No: 40219-14

ALL THAT PORTION OF PARCEL 1 OF PARCEL MAP NUMBER 15965 RECORDED ON
JANUARY 30, 1990 AS FILE NUMBER 90-053631 OF THE OFFICIAL RECORDS IN THE
OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO,
COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF PARCEL 1 BEING AT THE
INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER THE
STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 RECORDED
ON APRIL 05, 1994 O.R. A COPY IS ON FILE AT THE SAN DIEGO COUNTY RECORDERS
OFFICE AND THE EASTERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965, THENCE
SOUTH 34° 16’ 01” EAST (SOUTH 34° 16’ 50” EAST RECORD) ALONG THE EASTERLY LINE
OF PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER
SAID PARCEL MAP 15965 FOR A DISTANCE OF 32.22 FEET; THENCE LEAVING THE
EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF
INTERSTATE 5 ALONG A LINE HAVING A BEARING OF SOUTH 55° 43’ 59” WEST FOR A
DISTANCE OF 32.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 5° 11’
44” WEST FOR A DISTANCE OF 62.70 FEET; THENCE NORTH 82° 21’ 36” WEST FOR A
DISTANCE OF 65.18 FEET; THENCE NORTH 12° 17’ 15” WEST FOR A DISTANCE OF 35.92
FEET; THENCE NORTH 76° 31’ 14” EAST FOR A DISTANCE OF 80.13 FEET RETURNING TO
THE TRUE POINT OF BEGINNING.

THIS DESCRIPTION CONTAINS 3,481 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 14492.

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.

ANDREW P. ZIEMNIAK – PLS 6133
LICENSE EXPIRATION: 3-31-2018

DATED 8-25-2017
EXHIBIT 'B'

COMMENCING POINT

SLOPE EASEMENT TO CITY OF SAN DIEGO REC. 04/05/1994 AS INST. NO. 94-0224009, O.R.

PARCEL 1
PM 15965
344-280-20

LINE TABLE

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<tr>
<td>L4</td>
<td>80.13'</td>
<td>N76°31'14&quot;E</td>
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LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 3,481 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
   EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
   FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
   AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

DESCRIPTION:
PORTION OF PARCEL 1 OF PARCEL MAP 15965
OWNER:
8650 VILLA LA JOLLA INC
PARCEL NUMBER:
40219-14

MID-COAST CORRIDOR TRANSIT PROJECT

SCALE: 1" = 50'
DRAFTED: AB
CHECKED: AZ
DATE PREPARED: 08/25/2017

DOKKEN ENGINEERING
5676 RUFFIN ROAD
SUITE 260
SAN DIEGO, CA 92123
(858) 514-8377

267
EXHIBIT "A"
LEGAL DESCRIPTION

TEMPORARY ACCESS EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-20-00
MCCTP PARCEL No: 40219-15

ALL THAT PORTION OF PARCEL 1 OF PARCEL MAP NUMBER 15965 RECORDED ON
JANUARY 30, 1990 AS FILE NUMBER 90-053631 OF THE OFFICIAL RECORDS IN THE
OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO,
COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

PARCEL 1

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP
15965 THENCE NORTH 7° 37' 05" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1
ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE
OF 45.50 FEET (NORTH 7° 36' 40" EAST, 45.78 FEET RECORD); THENCE CONTINUING
ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY
LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17’ 33" EAST (NORTH 4° 19’
39" EAST RECORD) FOR A DISTANCE OF 139.05 FEET; THENCE LEAVING THE EASTERLY
LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID
PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 85° 42’ 27" WEST
FOR A DISTANCE OF 47.78 FEET TO THE TRUE POINT OF BEGINNING 1; THENCE
NORTH 82° 21’ 36" WEST FOR A DISTANCE OF 36.88 FEET; THENCE NORTH 00° 14’ 53’
EAST FOR A DISTANCE OF 24.20 FEET; THENCE SOUTH 82° 21’ 36" EAST FOR A
DISTANCE OF 36.45 FEET; THENCE SOUTH 00° 45’ 41” EAST FOR A DISTANCE OF 24.26
FEET RETURNING TO THE TRUE POINT OF BEGINNING 1.

PARCEL 2

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP
15965 THENCE NORTH 7° 37' 05" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1
ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE
OF 45.50 FEET (NORTH 7° 36' 40" EAST, 45.78 FEET RECORD); THENCE CONTINUING
ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY
LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17’ 33" EAST FOR A DISTANCE
OF 140.23 FEET (NORTH 4° 19’ 39" EAST, 140.08 FEET RECORD); THENCE CONTINUING
ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY
LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06’ 55” WEST (NORTH 1° 06’
25” WEST RECORD) FOR A DISTANCE OF 69.54 FEET; THENCE LEAVING THE EASTERLY
LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF SOUTH 88° 53' 05" WEST FOR A DISTANCE OF 47.27 FEET TO THE TRUE POINT OF BEGINNING 2; THENCE NORTH 82° 21' 36" WEST FOR A DISTANCE OF 35.71 FEET; THENCE NORTH 00° 14' 53" EAST FOR A DISTANCE OF 18.15 FEET; THENCE SOUTH 82° 21' 36" WEST FOR A DISTANCE OF 34.40 FEET; THENCE SOUTH 00° 45' 41" EAST FOR A DISTANCE OF 18.20 FEET RETURNING TO THE TRUE POINT OF BEGINNING 2.

PARCEL 3

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37' 05" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36' 40" EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17' 33" EAST FOR A DISTANCE OF 140.23 FEET (NORTH 4° 19' 39" EAST, 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06' 55" WEST (NORTH 1° 06' 25" WEST RECORD) FOR A DISTANCE OF 25.13 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF SOUTH 88° 53' 05" WEST FOR A DISTANCE OF 46.93 FEET TO THE TRUE POINT OF BEGINNING 3; THENCE NORTH 82° 21' 36" WEST FOR A DISTANCE OF 34.72 FEET; THENCE NORTH 00° 14' 53" EAST FOR A DISTANCE OF 18.15 FEET; THENCE SOUTH 82° 21' 36" EAST FOR A DISTANCE OF 34.40 FEET; THENCE SOUTH 00° 45' 41" EAST FOR A DISTANCE OF 18.20 FEET RETURNING TO THE TRUE POINT OF BEGINNING 3.

PARCEL 4

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37' 05" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36' 40" EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17' 33" EAST FOR A DISTANCE OF 140.23 FEET (NORTH 4° 19' 39" EAST, 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06' 55" WEST (NORTH 1° 06' 25" WEST RECORD) FOR A DISTANCE OF 180.73 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF SOUTH 88° 53' 05" WEST
FOR A DISTANCE OF 46.58 FEET TO THE TRUE POINT OF BEGINNING 4; THENCE NORTH 82° 21' 36" WEST FOR A DISTANCE OF 33.73 FEET; THENCE NORTH 00° 14' 53" EAST FOR A DISTANCE OF 3.11 FEET; THENCE NORTH 5° 02' 15" EAST FOR A DISTANCE OF 14.93 FEET; THENCE SOUTH 82° 21' 36" EAST FOR A DISTANCE OF 32.15 FEET; THENCE SOUTH 00° 45' 41" EAST FOR A DISTANCE OF 18.20 FEET RETURNING TO THE TRUE POINT OF BEGINNING 4.

PARCEL 5

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37' 05" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36' 40" EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17' 33" EAST FOR A DISTANCE OF 140.23 FEET (NORTH 4° 19' 39" EAST, 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06' 55" WEST (NORTH 1° 06' 25" WEST RECORD) FOR A DISTANCE OF 236.32 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF SOUTH 88° 53' 05" WEST FOR A DISTANCE OF 46.24 FEET TO THE TRUE POINT OF BEGINNING 5; THENCE NORTH 82° 21' 36" WEST FOR A DISTANCE OF 28.37 FEET; THENCE NORTH 5° 02' 15" EAST FOR A DISTANCE OF 10.58 FEET; THENCE NORTH 2° 13' 34" EAST FOR A DISTANCE OF 7.46 FEET; THENCE SOUTH 82° 21' 36" EAST FOR A DISTANCE OF 26.89 FEET; THENCE SOUTH 00° 45' 41" EAST FOR A DISTANCE OF 18.19 FEET RETURNING TO THE TRUE POINT OF BEGINNING 5.

PARCEL 6

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37' 05" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36' 40" EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17' 33" EAST FOR A DISTANCE OF 140.23 FEET (NORTH 4° 19' 39" EAST, 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06' 55" WEST FOR A DISTANCE OF 261.43 FEET (NORTH 1° 06' 25" WEST 261.40 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY
LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 53' 55" EAST (NORTH 1° 53' 20" EAST RECORD) FOR A DISTANCE OF 27.91 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 88° 06' 05" WEST FOR A DISTANCE OF 46.27 FEET TO THE TRUE POINT OF BEGINNING 6; THENCE NORTH 82° 21' 36" WEST FOR A DISTANCE OF 26.11 FEET; THENCE NORTH 2° 13' 34" EAST FOR A DISTANCE OF 18.08 FEET; THENCE SOUTH 82° 21' 36" EAST FOR A DISTANCE OF 26.01 FEET; THENCE SOUTH 1° 54' 54" WEST FOR A DISTANCE OF 18.09 FEET RETURNING TO THE TRUE POINT OF BEGINNING 6.

PARCEL 7

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37' 05" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36' 40" EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17' 33" EAST FOR A DISTANCE OF 140.23 FEET (NORTH 4° 19' 39" EAST, 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06' 55" WEST FOR A DISTANCE OF 261.43 FEET (NORTH 1° 06' 25" WEST 261.40 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 53' 55" EAST (NORTH 1° 53' 20" EAST RECORD) FOR A DISTANCE OF 83.19 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 88° 06' 05" WEST FOR A DISTANCE OF 46.25 FEET TO THE TRUE POINT OF BEGINNING 7; THENCE NORTH 82° 21' 36" WEST FOR A DISTANCE OF 25.81 FEET; THENCE NORTH 2° 13' 34" EAST FOR A DISTANCE OF 18.08 FEET; THENCE SOUTH 82° 21' 36" EAST FOR A DISTANCE OF 25.71 FEET; THENCE SOUTH 1° 54' 54" WEST FOR A DISTANCE OF 18.09 FEET RETURNING TO THE TRUE POINT OF BEGINNING 7.

PARCEL 8

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37' 05" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36' 40" EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17' 33" EAST FOR A DISTANCE
OF 140.23 FEET (NORTH 4° 19’ 39” EAST, 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06’ 55” WEST FOR A DISTANCE OF 261.43 FEET (NORTH 1° 06’ 25” WEST 261.40 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 53’ 55” EAST (NORTH 1° 53’ 20” EAST RECORD) FOR A DISTANCE OF 138.47 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 88° 06’ 05” WEST FOR A DISTANCE OF 46.24 FEET TO THE TRUE POINT OF BEGINNING 8; THENCE NORTH 82° 21’ 36” WEST FOR A DISTANCE OF 25.51 FEET; THENCE NORTH 2° 13’ 34” EAST FOR A DISTANCE OF 18.08 FEET; THENCE SOUTH 82° 21’ 36” EAST FOR A DISTANCE OF 25.41 FEET; THENCE SOUTH 1° 54’ 54” WEST FOR A DISTANCE OF 18.09 FEET RETURNING TO THE TRUE POINT OF BEGINNING 8.

PARCEL 9

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37’ 05” EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36’ 40” EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17’ 33” EAST FOR A DISTANCE OF 140.23 FEET (NORTH 4° 19’ 39” EAST, 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06’ 55” WEST FOR A DISTANCE OF 261.43 FEET (NORTH 1° 06’ 25” WEST 261.40 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 53’ 55” EAST (NORTH 1° 53’ 20” EAST RECORD) FOR A DISTANCE OF 193.74 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 88° 06’ 05” WEST FOR A DISTANCE OF 46.22 FEET TO THE TRUE POINT OF BEGINNING 9; THENCE NORTH 82° 21’ 36” WEST FOR A DISTANCE OF 25.21 FEET; THENCE NORTH 2° 13’ 34” EAST FOR A DISTANCE OF 18.08 FEET; THENCE SOUTH 82° 21’ 36” EAST FOR A DISTANCE OF 25.11 FEET; THENCE SOUTH 1° 54’ 54” WEST FOR A DISTANCE OF 18.09 FEET RETURNING TO THE TRUE POINT OF BEGINNING 9.
PARCEL 10

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37’ 05” EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36’ 40” EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17’ 33” EAST FOR A DISTANCE OF 140.23 FEET (NORTH 4° 19’ 39” EAST, 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06’ 55” WEST FOR A DISTANCE OF 261.43 FEET (NORTH 1° 06’ 25” WEST 261.40 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 53’ 55” EAST (NORTH 1° 53’ 20” EAST RECORD) FOR A DISTANCE OF 249.02 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 88° 06’ 05” WEST FOR A DISTANCE OF 46.20 FEET TO THE TRUE POINT OF BEGINNING 10; THENCE NORTH 82° 21’ 36” WEST FOR A DISTANCE OF 24.90 FEET; THENCE NORTH 2° 13’ 34” EAST FOR A DISTANCE OF 18.08 FEET; THENCE SOUTH 82° 21’ 36” EAST FOR A DISTANCE OF 24.81 FEET; THENCE SOUTH 1° 54’ 54” WEST FOR A DISTANCE OF 18.09 FEET RETURNING TO THE TRUE POINT OF BEGINNING 10.

PARCEL 11

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37’ 05” EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36’ 40” EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17’ 33” EAST FOR A DISTANCE OF 140.23 FEET (NORTH 4° 19’ 39” EAST, 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06’ 55” WEST FOR A DISTANCE OF 261.43 FEET (NORTH 1° 06’ 25” WEST 261.40 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 53’ 55” EAST FOR A DISTANCE OF 275.46 FEET (NORTH 1° 53’ 20” EAST, 275.47 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 5° 12’ 28” EAST (NORTH 5° 13’ 07” EAST RECORD) FOR A DISTANCE OF 26.05 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 84° 47’ 32” WEST
FOR A DISTANCE OF 46.02 FEET TO THE TRUE POINT OF BEGINNING 11; THENCE NORTH 82° 21' 36" WEST FOR A DISTANCE OF 26.36 FEET; THENCE NORTH 2° 13' 34" EAST FOR A DISTANCE OF 18.08 FEET; THENCE SOUTH 82° 21' 36" EAST FOR A DISTANCE OF 27.30 FEET; THENCE SOUTH 5° 11' 44" WEST FOR A DISTANCE OF 18.02 FEET RETURNING TO THE TRUE POINT OF BEGINNING 11.

PARCEL 12

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37' 05" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36' 40" EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17' 33" EAST FOR A DISTANCE OF 140.23 FEET (NORTH 4° 19' 39" EAST, 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06' 55" WEST FOR A DISTANCE OF 261.43 FEET (NORTH 1° 06' 25" WEST 261.40 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 53' 55" EAST FOR A DISTANCE OF 275.46 FEET (NORTH 1° 53' 20" EAST, 275.47 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 5° 12' 28" EAST (NORTH 5° 13' 07" EAST RECORD) FOR A DISTANCE OF 81.10 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 84° 47' 32" WEST FOR A DISTANCE OF 46.03 FEET TO THE TRUE POINT OF BEGINNING 12; THENCE NORTH 82° 21' 36" WEST FOR A DISTANCE OF 29.85 FEET; THENCE NORTH 00° 24' 36" EAST FOR A DISTANCE OF 18.14 FEET; THENCE SOUTH 82° 21' 36" EAST FOR A DISTANCE OF 31.36 FEET; THENCE SOUTH 5° 11' 44" WEST FOR A DISTANCE OF 18.02 FEET RETURNING TO THE TRUE POINT OF BEGINNING 12.

PARCEL 13

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37' 05" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36' 40" EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17' 33" EAST FOR A DISTANCE OF 140.23 FEET (NORTH 4° 19' 39" EAST, 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY
LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06' 55" WEST FOR A DISTANCE OF 261.43 FEET (NORTH 1° 06' 25" WEST 261.40 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 53' 55" EAST FOR A DISTANCE OF 275.46 FEET (NORTH 1° 53' 20" EAST, 275.47 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 5° 12' 28" EAST (NORTH 5° 13' 07" EAST RECORD) FOR A DISTANCE OF 135.15 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID Parcel Map 15965 ALONG A LINE HAVING A BEARING OF NORTH 84° 47' 32" WEST FOR A DISTANCE OF 46.04 FEET TO THE TRUE POINT OF BEGINNING 13; THENCE NORTH 82° 21' 36" WEST FOR A DISTANCE OF 34.39 FEET; THENCE NORTH 00° 24' 36" EAST FOR A DISTANCE OF 18.14 FEET; THENCE SOUTH 82° 21' 36" EAST FOR A DISTANCE OF 39.91 FEET; THENCE SOUTH 17° 49' 45" WEST FOR A DISTANCE OF 18.29 FEET RETURNING TO THE TRUE POINT OF BEGINNING 13.

THESE DESCRIPTIONS CONTAIN 7,226 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 14492.

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.
MATCH LINE SEE SHEET 2

PARCEL 1
PM 15965
344–280–20

PARCEL 2
PM 15965
344–280–20

PARCEL 3
PM 8363
344–280–08

EXISTING ACCESS CONTROL

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NOTES

DESCRIPTION:
PORTION OF PARCEL 1 OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-15

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 7,226 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6, EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207" AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

MATCH LINE SEE SHEET 1
DESCRIPTION:

OWNER:

PARCEL NUMBER:

DESCRIPTION:

PARCEL:

8650 VILLA LA JOLLA INC

8650

O 	 CITY OF SAN DIEGO

OF PARCEL MAP 15965

8650

O _

O

344-280-20

INST. NO. 94-0224008, O.R.

EXHIBIT 'B'

MATCH LINE SEE SHEET 2

LEGEND

T.P.O.B. TRUE POINT OF BEGINNING

TOTAL AREA = 7,226 SQUARE FEET

NOTES

1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,

EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO

FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"

AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

NO. 6133

EXP. 03/31/18

ENGINEERING

MID-COAST CORRIDOR TRANSIT PROJECT

5675 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123

279

(656) 514-8377

SHEET 3 OF 3

SCALE: 1" = 50'

DRAFTED: AB

CHECKED: AZ

DATE PREPARED: 08/25/2017
EXHIBIT “A”
LEGAL DESCRIPTION

TEMPORARY ACCESS EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-20-00
MCCTP PARCEL No: 40219-16

ALL THAT PORTION OF PARCEL 1 OF PARCEL MAP NUMBER 15965 RECORDED ON
JANUARY 30, 1990 AS FILE NUMBER 90-053631 OF THE OFFICIAL RECORDS IN THE
OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO,
COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP
15965 ALSO BEING THE SOUTHWEST CORNER OF PARCEL 3 PER PARCEL MAP 8363
RECORDED AS DOCUMENT NUMBER 79-047105 ON JANUARY 30, 1979, A COPY IS ON
FILE AT THE SAN DIEGO COUNTY RECORDERS OFFICE, THENCE NORTH 00° 39’ 22’
WEST (NORTH 00° 38’ 44” WEST RECORD) ALONG THE EASTERLY LINE OF SAID PARCEL
1 ALSO BEING THE WESTERLY LINE OF SAID PARCEL 3 FOR A DISTANCE OF 27.06 FEET
TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 23’ 16” WEST FOR A
DISTANCE OF 28.32 FEET TO THE BEGINNING OF A 30.00 FOOT RADIUS TANGENT
CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHWesterLY ALONG THE ARC
OF SAID 30.00 FOOT RADIUS CURVE FOR A DISTANCE OF 32.35 FEET THROUGH A
CENTRAL ANGLE OF 61° 47’ 21” TO A TANGENT LINE; THENCE NORTH 28° 49’ 23”
WEST FOR A DISTANCE OF 42.12 FEET TO THE BEGINNING OF A 26.00 FOOT RADIUS
TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWesterLY ALONG
THE ARC OF SAID 26.00 FOOT RADIUS CURVE FOR A DISTANCE OF 37.55 FEET
THROUGH A CENTRAL ANGLE OF 82° 44’ 20” TO A TANGENT LINE; THENCE SOUTH 68°
26’ 17” WEST FOR A DISTANCE OF 61.15 FEET TO THE BEGINNING OF A 40.00 FOOT
TANGENT CURVE CONCAVE TO THE SOUTHEAST; THENCE ALONG THE ARC OF SAID
40.00 FOOT RADIUS CURVE FOR A DISTANCE OF 27.08 FEET THROUGH A CENTRAL
ANGLE OF 38° 47’ 41” TO A POINT ON THE NORTHWesterLY RIGHT OF WAY LINE OF
VIA MALLORCA BEING A 1042.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST
AND HAVING A BEGINNING RADIAL BEARING OF NORTH 70° 09’ 09” EAST FROM THE
RADIUS POINT; THENCE NORTHWesterLY ALONG THE NORTHEASTERLY RIGHT OF
WAY OF VIA MALLORCA BEING SAID 1042.00 FOOT RADIUS CURVE (1042.00 FOOT
RADIUS RECORD) FOR A DISTANCE OF 68.50 FEET THROUGH A CENTRAL ANGLE OF 3°
46’ 00” TO A 40.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE
NORTHEAST AND HAVING A BEGINNING RADIAL BEARING OF SOUTH 17° 00’ 06” WEST
FROM THE RADIUS POINT; THENCE LEAVING THE NORTHEASTERLY RIGHT OF WAY LINE
OF VIA MALLORCA IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID 40.00
FOOT RADIUS CURVE FOR A DISTANCE OF 26.89 FEET THROUGH A CENTRAL ANGLE OF
38° 30’ 45” TO A TANGENT LINE; THENCE NORTH 68° 29’ 21” EAST FOR A DISTANCE OF
76.34 FEET; THENCE NORTH 52° 39' 53" EAST FOR A DISTANCE OF 34.22 FEET; THENCE SOUTH 37° 23' 11" EAST FOR A DISTANCE OF 54.44 FEET TO THE BEGINNING OF A 40.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE EAST AND HAVING A BEGINNING RADIAL BEARING OF NORTH 61° 32' 38" WEST FROM THE RADIUS POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID 40.00 FOOT RADIUS CURVE FOR A DISTANCE OF 39.99 FEET THROUGH A CENTRAL ANGLE OF 57° 16' 45" TO A TANGENT LINE; THENCE SOUTH 28° 49' 23" EAST FOR A DISTANCE OF 34.08 FEET TO THE BEGINNING OF A 8.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID 8.00 FOOT RADIUS CURVE FOR A DISTANCE OF 8.63 FEET THROUGH A CENTRAL ANGLE OF 61° 47' 21" TO A TANGENT LINE; THENCE NORTH 89° 23' 16" EAST FOR A DISTANCE OF 218.26 FEET TO A POINT ON THE EASTERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 ALSO BEING THE EASTERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363; THENCE SOUTH 00° 39' 22" EAST (SOUTH 00° 38' 44" EAST RECORD) ALONG THE WESTERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 AND BEING THE WESTERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 FOR A DISTANCE OF 22.00 FEET RETURNING TO THE TRUE POINT OF BEGINNING.

THIS DESCRIPTION CONTAINS 14,419 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 14492.

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.

Andrew P. Ziemniak – PLS 6133
LICENSE EXPIRATION: 3-31-2018
DATED 8-25-2017
EXHIBIT 'B'

WATER EASEMENT PER DEED RECORDED
12/08/1978, INST. NO. 78-529152, O.R.

PARCEL 1
PM 15965
344-280-20

LINE TABLE

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PARCEL 3
PM 8363
344-280-08

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 14,419 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPARCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.
EXHIBIT “A”
LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-20-00
MCCTP PARCEL No: 40219-17

ALL THAT PORTION OF PARCEL 1 OF PARCEL MAP NUMBER 15965 RECORDED ON JANUARY 30, 1990 AS FILE NUMBER 90-053631 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE TRUE POINT OF BEGINNING BEING THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 82° 23’ 11” WEST (NORTH 82° 22’ 33” WEST RECORD) FOR A DISTANCE OF 72.72 FEET ALONG THE SOUTHERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 ALSO BEING THE NORTHERLY LINE OF PARCEL 3 PER PARCEL MAP 8363 RECORDED AS FILE NUMBER 79-047105 ON JANUARY 30, 1979 A COPY IS ON FILE AT THE COUNTY OF SAN DIEGO RECORDER’S OFFICE; THENCE LEAVING THE SOUTHERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 ALSO BEING THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 ALONG A LINE HAVING A BEARING OF NORTH 7° 48’ 29” EAST FOR A DISTANCE OF 178.79 FEET; THENCE NORTH 00° 14’ 53” EAST FOR A DISTANCE OF 184.63 FEET; THENCE NORTH 5° 02’ 15” EAST FOR A DISTANCE OF 62.20 FEET; THENCE NORTH 2° 13’ 34” EAST FOR A DISTANCE OF 357.53 FEET; THENCE NORTH 00° 24’ 36” EAST FOR A DISTANCE OF 139.12 FEET; THENCE NORTH 87° 46’ 26” WEST FOR A DISTANCE OF 11.18 FEET; THENCE NORTH 10° 53’ 05” WEST FOR A DISTANCE OF 45.64 FEET TO A POINT ON THE NORTHERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 RECORDED ON APRIL 05, 1994 A COPY IS ON FILE AT THE COUNTY OF SAN DIEGO RECORDERS OFFICE, SAID POINT BEING A 5941.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A BEGINNING RADIAL BEARING OF NORTH 10° 50’ 07” WEST FROM THE RADIUS POINT; THENCE NORtheasterly ALONG THE ARC OF THE 5941.00 FOOT RADIUS CURVE BEING THE NORTHERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER SAID STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 FOR A DISTANCE OF 53.92 FEET THROUGH A CENTRAL ANGLE OF 00° 31’ 12” TO A POINT ON A NON TANGENT LINE BEING THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965; THENCE SOUTH 34° 16’ 01” EAST CONTINUING ALONG THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 FOR A DISTANCE OF 59.52 FEET; THENCE SOUTH 5° 12’ 28” WEST
CONTINUING ALONG THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 FOR A DISTANCE OF 214.96 FEET; THENCE SOUTH 1° 53’ 55” WEST CONTINUING ALONG THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 FOR A DISTANCE OF 275.46 FEET; THENCE SOUTH 1° 06’ 55” EAST CONTINUING ALONG THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 FOR A DISTANCE OF 261.43 FEET; THENCE SOUTH 4° 17’ 33” WEST (SOUTH 4° 19’ 39” WEST RECORD) ALONG THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 FOR A DISTANCE OF 140.23 FEET; THENCE CONTINUING ALONG THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 7° 37’ 05” WEST FOR A DISTANCE OF 45.50 FEET (SOUTH 7° 36’ 40” WEST, 45.78 FEET RECORD) RETURNING TO THE TRUE POINT OF BEGINNING.

THIS DESCRIPTION CONTAINS 58,097 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 14492.

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.

ANDREW P. ZIEMNIAK – PLS 6133 LICENSE EXPIRATION: 3-31-2018 DATED 8-25-2017
DESCRIPTION:
PORTION OF PARCEL 1 OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-17

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 58,097 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6, EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207" AND "GPS-251" BEING N12'06'48"W, PER ROS 14492.

MID-COAST CORRIDOR TRANSIT PROJECT

SCALE: 1" = 50'
DRAFTED: AB
CHECKED: AZ
DATE PREPARED: 08/25/2017
EXHIBIT 'H'

Parcels 1
PM 15965
344-280-20

Line Table

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</table>

Legend

T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 58,097 SQUARE FEET

Notes
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6, EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207" AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.
DESCRIPTION:
PORTION OF PARCEL 1
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-17

MID-COAST CORRIDOR TRANSIT PROJECT

DRAWN BY:
MID-COAST CORRIDOR TRANSIT PROJECT

SCALE:
1" = 50'

DRAFTED:
AB

CHECKED:
AZ

DATE PREPARED:
08/25/2017
EXHIBIT “A”
LEGAL DESCRIPTION

TEMPORARY ACCESS EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-20-00
MCCTP PARCEL No: 40219-18

ALL THAT PORTION OF PARCEL 1 OF PARCEL MAP NUMBER 15965 RECORDED ON JANUARY 30, 1990 AS FILE NUMBER 90-053631 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 RECORDED ON APRIL 05, 1994 O.R. A COPY IS ON FILE AT THE SAN DIEGO COUNTY RECORDERS OFFICE, AND THE WESTERLY LINE OF PARCEL 1 ALSO BEING THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; SAID WESTERLY LINE OF PARCEL 1 AND EASTERLY LINE OF PARCEL 2 IS A 35.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST AND HAVING A BEGINNING RADIAL BEARING OF NORTH 73° 14’ 30” WEST FROM THE RADIUS POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID 35.00 FOOT RADIUS CURVE FOR A DISTANCE OF 17.77 FEET THROUGH A CENTRAL ANGLE OF 29° 04’ 58” TO A TANGENT LINE; THENCE CONTINUING ALONG THE WESTERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 12° 19’ 28” EAST (SOUTH 12° 18’ 50” EAST RECORD) FOR A DISTANCE OF 264.53 FEET; THENCE SOUTH 7° 36’ 49” WEST (SOUTH 7° 37’ 27” WEST RECORD) FOR A DISTANCE OF 95.65 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING THE WESTERLY LINE OF PARCEL 1 ALSO BEING THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF SOUTH 82° 21’ 36” EAST FOR A DISTANCE OF 120.30 FEET; THENCE SOUTH 2° 13’ 34” WEST FOR A DISTANCE OF 117.97 FEET; THENCE SOUTH 5° 02’ 15” WEST FOR A DISTANCE OF 62.55 FEET; THENCE SOUTH 0° 14’ 53” WEST FOR A DISTANCE OF 193.66 FEET; THENCE SOUTH 7° 48’ 29” WEST FOR A DISTANCE OF 168.11 FEET TO A POINT ON THE SOUTHERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 ALSO BEING THE NORTHERLY LINE OF PARCEL 3 PER PARCEL MAP 8363 RECORDED JANUARY 30, 1979 AS FILE NO. 79-047105, A COPY IS ON FILE IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER; THENCE ALONG THE SOUTHERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 ALSO BEING THE SAME AS THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 ALONG A LINE HAVING A BEARING OF NORTH 82° 23’ 11” WEST (NORTH 82° 22’ 33” WEST RECORD) FOR A DISTANCE OF 18.00 FEET; THENCE LEAVING THE SOUTHERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 ALSO BEING THE NORTHERLY LINE OF PARCEL 3 OF SAID PARCEL MAP 8363 ALONG A LINE HAVING A BEARING OF NORTH 7° 48’ 29” EAST FOR A DISTANCE OF 151.79 FEET; THENCE NORTH 0° 14’ 53” EAST FOR A DISTANCE OF 30.04 FEET;
THENCE NORTH 82° 21’ 36” WEST FOR A DISTANCE OF 33.05 FEET; THENCE SOUTH 7° 48’ 29” WEST FOR A DISTANCE OF 121.71 FEET; THENCE NORTH 79° 01’ 16” WEST FOR A DISTANCE OF 18.03 FEET; THENCE NORTH 7° 48’ 29” EAST FOR A DISTANCE OF 120.66 FEET; THENCE NORTH 82° 21’ 36” WEST FOR A DISTANCE OF 37.00 FEET; THENCE SOUTH 7° 48’ 29” WEST FOR A DISTANCE OF 133.03 FEET; THENCE NORTH 75° 00’ 14” WEST FOR A DISTANCE OF 18.14 FEET; THENCE NORTH 7° 48’ 29” EAST FOR A DISTANCE OF 130.71 FEET; THENCE NORTH 82° 21’ 36” WEST FOR A DISTANCE OF 37.00 FEET; THENCE SOUTH 7° 48’ 29” WEST FOR A DISTANCE OF 120.34 FEET; THENCE NORTH 82° 11’ 31” WEST FOR A DISTANCE OF 18.00 FEET; THENCE NORTH 7° 48’ 29” EAST FOR A DISTANCE OF 23.18 FEET; THENCE SOUTH 82° 21’ 36” EAST FOR A DISTANCE OF 154.52 FEET; THENCE NORTH 0° 14’ 53” EAST FOR A DISTANCE OF 41.85 FEET; THENCE NORTH 82° 21’ 36” WEST FOR A DISTANCE OF 170.21 FEET; THENCE NORTH 35° 32’ 13” EAST FOR A DISTANCE OF 158.34 FEET; THENCE NORTH 0° 14’ 53” EAST FOR A DISTANCE OF 37.31 FEET; THENCE NORTH 82° 21’ 36” WEST FOR A DISTANCE OF 136.88 FEET; THENCE NORTH 11° 59’ 45” EAST FOR A DISTANCE OF 18.05 FEET; THENCE SOUTH 82° 21’ 36” EAST FOR A DISTANCE OF 146.17 FEET; THENCE NORTH 0° 14’ 53” EAST FOR A DISTANCE OF 37.31 FEET; THENCE NORTH 82° 21’ 36” WEST FOR A DISTANCE OF 136.88 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL 1 ALSO BEING THE SOUTHEASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; THENCE ALONG SAID NORTHWESTERLY LINE OF PARCEL 1 AND THE SOUTHEASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 52° 36’ 49” EAST FOR A DISTANCE OF 25.44 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE OF PARCEL 1 AND THE SOUTHEASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF SOUTH 82° 21’ 36” EAST FOR A DISTANCE OF 117.97 FEET; THENCE NORTH 5° 02’ 15” EAST FOR A DISTANCE OF 37.04 FEET; THENCE NORTH 82° 21’ 36” WEST FOR A DISTANCE OF 111.83 FEET TO A POINT ON THE WESTERLY LINE OF PARCEL 1 ALSO BEING THE EASTERSLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; THENCE ALONG SAID WESTERLY LINE OF PARCEL 1 AND THE EASTERSLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 7° 36’ 49” EAST FOR A DISTANCE OF 18.00 FEET; THENCE LEAVING SAID WESTERLY LINE OF PARCEL 1 AND THE EASTERSLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF SOUTH 82° 21’ 36” EAST FOR A DISTANCE OF 107.09 FEET TO A POINT ON THE WESTERLY LINE OF PARCEL 1 ALSO BEING THE EASTERSLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; THENCE ALONG SAID WESTERLY LINE OF PARCEL 1 AND THE EASTERSLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 7° 36’ 49” EAST FOR A DISTANCE OF 18.00 FEET; THENCE LEAVING SAID WESTERLY LINE OF PARCEL 1 AND THE EASTERSLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF SOUTH 82° 21’ 36” EAST FOR A DISTANCE OF 105.40 FEET; THENCE NORTH 2° 13’ 34” EAST FOR A DISTANCE OF 37.17 FEET; THENCE NORTH 82° 21’ 36” WEST FOR A DISTANCE OF 101.91 FEET TO A POINT ON THE
WESTERLY LINE OF PARCEL 1 ALSO BEING THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; THENCE ALONG SAID WESTERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 7° 36' 49" EAST FOR A DISTANCE OF 18.00 FEET RETURNING TO THE TRUE POINT OF BEGINNING.

THIS DESCRIPTION CONTAINS 34,685 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 14492.

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.

ANDREW P. ZIEMNIAK – PLS 6133
LICENSE EXPIRATION: 3-31-2018

DATED 8-25-2017
EXHIBIT "B"

STREET RESERVATION TO
CITY OF SAN DIEGO
REC. 04/05/1994 AS
INST. NO. 94-0224008, O.R.

COMMENCING POINT

L = 17.72'
R = 35.00'
\( \Delta = 29'04''58'' \)

PARCEL 1
PM 15965
344-280-20

PARCEL 2
PM 15965
344-280-19

PARCEL 1
PM 15965
344-280-20

*SEE SHEET 5
FOR EXISTING
EASEMENTS

MATCH LINE SEE SHEET 2

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 34,685 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12'06'48", W, PER ROS 14492.

DESCRIPTION:
PORTION OF PARCEL 1
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-18
DESCRIPTION:
PORTION OF PARCEL 1 OF PARCEL MAP 15965

OWNER: 8650 VILLA LA JOLLA INC

PARCEL NUMBER: 40219-18

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 34,685 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.
DESCRIPTION:

PORTION OF PARCEL 1
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-18

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 34,685 SQUARE FEET

NOTES

1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

MID-COAST CORRIDOR TRANSIT PROJECT
DOKKEN ENGINEERING
5075 RUFFIN ROAD
SUITE 260
SAN DIEGO, CA 92123
(858) 514-8377

SHEET 3 OF 5
SCALE: 1" = 50'
DRAFTED: AB
CHECKED: AZ
DATE PREPARED: 08/25/2017
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**LEGEND**

T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 34,685 SQUARE FEET

**NOTES**

1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6, EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207" AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

**DESCRIPTION:**

PORTION OF PARCEL 1 OF PARCEL MAP 15965

**OWNER:**

8650 VILLA LA JOLLA INC

**PARCEL NUMBER:**

40219-18

**MID-COAST CORRIDOR TRANSIT PROJECT**

DOKKEN

ENGINEERING

5675 RUFFIN ROAD

SUITE 250

SAN DIEGO, CA 92123

(858) 514-6377

**EXHIBIT 'B'**

**SCALE:** N/A

**DRAFTED:** AB

**CHECKED:** AZ

**DATE PREPARED:** 08/25/2017
DESCRIPTION:
PORTION OF PARCEL 1 OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-18

EXHIBIT 'B'

SANDAG PARCEL PER
DOC. NO. 2010-0575179,
REC. 10/26/2010, O.R.
APN 344-280-22

STREET RESERVATION TO
CITY OF SAN DIEGO
REC. 04/05/1994 AS
INST. NO. 94-0224008, O.R.

SLOPE EASEMENT
TO CITY OF SAN
DIEGO REC.
04/05/1994 AS
INST. NO. 94-0224009, O.R.

ELECTRICAL EASEMENT
REC. 04/05/1994
INST. NO. 94-0224015, O.R.

TRAFFIC SIGNAL EASEMENT TO CITY OF SAN
DIEGO, REC. 07/31/1989 AS INST. NO.
89-404201 & CORRECTED 12/07/1989 AS
INST. NO. 89-662075, O.R.

WATER EASEMENT TO
CITY OF SAN DIEGO
REC. 05/03/1994 AS
INST. NO. 94-0295261, O.R.

WATER EASEMENT TO
CITY OF SAN DIEGO
REC. 05/03/1994 AS
INST. NO. 94-0295261, O.R.

PARCEL 1
PM 15965
344-280-20

PARCEL 2
PM 15965
344-280-19

15' SEWER, OPEN SPACE,
PEDESTRIAN & NON-MOTOR VEHICLE
EASEMENT GRANTED PER MAP 6985

EXISTING EASEMENT AND DOCUMENT SHEET

MID-COAST CORRIDOR TRANSIT PROJECT

DEDOKKEN
ENGINEERING

5675 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123
(858) 514-8377

5HEET 5 OF 5
SCALE: 1" = 50'
DRAFTED: AB
CHECKED: AZ
DATE PREPARED: 08/25/2017
EXHIBIT “A”
LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-20-00
MCCTP PARCEL No: 40219-19

ALL THAT PORTION OF PARCEL 1 OF PARCEL MAP NUMBER 15965 RECORDED ON JANUARY 30, 1990 AS FILE NUMBER 90-053631 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 ALSO BEING THE SAME AS THE NORTHEAST CORNER OF PARCEL 3 PER PARCEL MAP 8363 RECORDED JANUARY 30, 1979 AS FILE NUMBER 79-047105 OF OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER; THENCE NORTH 82° 23’ 11” WEST (NORTH 82° 22’ 33” WEST RECORD) ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 1 PER SAID PARCEL MAP 15965 ALSO BEING THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 FOR A DISTANCE OF 109.30 FEET; THENCE LEAVING THE SOUTHEASTERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 ALSO BEING THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 ALONG A LINE HAVING A BEARING OF NORTH 7° 36’ 49” EAST FOR A DISTANCE OF 48.76 FEET TO THE TRUE POINT OF BEGINNING 1; THENCE NORTH 52° 29’ 29” WEST FOR A DISTANCE OF 21.30 FEET; THENCE SOUTH 7° 48’ 29” WEST FOR A DISTANCE OF 10.10 FEET; THENCE NORTH 52° 29’ 29” WEST FOR A DISTANCE OF 21.30 FEET; THENCE NORTH 7° 48’ 29” EAST FOR A DISTANCE OF 14.52 FEET; THENCE SOUTH 82° 11’ 31” EAST FOR A DISTANCE OF 37.00 FEET; THENCE SOUTH 7° 48’ 29” WEST FOR A DISTANCE OF 25.52 FEET RETURNING TO THE TRUE POINT OF BEGINNING 1.

PARCEL 2

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 ALSO BEING THE SAME AS THE NORTHEAST CORNER OF PARCEL 3 PER PARCEL MAP 8363 RECORDED JANUARY 30, 1979 AS FILE NUMBER 79-047105 OF OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER; THENCE NORTH 82° 23’ 11” WEST (NORTH 82° 22’ 33” WEST RECORD) ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 1 PER SAID PARCEL MAP 15965 ALSO BEING THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 FOR A DISTANCE OF 164.26 FEET; THENCE LEAVING THE SOUTHEASTERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 ALSO
BEING THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 ALONG A LINE HAVING A BEARING OF NORTH 7° 36' 49" EAST FOR A DISTANCE OF 60.94 FEET TO THE TRUE POINT OF BEGINNING 2; THENCE SOUTH 67° 59' 42" WEST FOR A DISTANCE OF 21.32 FEET; THENCE NORTH 7° 48' 29" EAST FOR A DISTANCE OF 8.72 FEET; THENCE SOUTH 67° 59' 42" WEST FOR A DISTANCE OF 21.32 FEET; THENCE NORTH 7° 48' 29" EAST FOR A DISTANCE OF 26.00 FEET; THENCE SOUTH 82° 11' 31" EAST FOR A DISTANCE OF 37.00 FEET; THENCE SOUTH 7° 48' 29" WEST FOR A DISTANCE OF 13.52 FEET RETURNING TO THE TRUE POINT OF BEGINNING 2.

PARCEL 3

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 ALSO BEING THE SAME AS THE NORTHEAST CORNER OF PARCEL 3 PER PARCEL MAP 8363 RECORDED JANUARY 30, 1979 AS FILE NUMBER 79-047105 OF OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER; THENCE NORTH 82° 23' 11" WEST (NORTH 82° 22' 33" WEST RECORD) ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 1 PER SAID PARCEL MAP 15965 ALSO BEING THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 FOR A DISTANCE OF 219.29 FEET; THENCE LEAVING THE SOUTHEASTERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 ALSO BEING THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 ALONG A LINE HAVING A BEARING OF NORTH 7° 36' 49" EAST FOR A DISTANCE OF 50.92 FEET TO THE TRUE POINT OF BEGINNING 3; THENCE NORTH 54° 05' 53" WEST FOR A DISTANCE OF 20.97 FEET; THENCE SOUTH 7° 48' 29" WEST FOR A DISTANCE OF 9.50 FEET; THENCE NORTH 54° 05' 53" WEST FOR A DISTANCE OF 20.97 FEET; THENCE NORTH 7° 48' 29" EAST FOR A DISTANCE OF 13.48 FEET; THENCE SOUTH 82° 11' 31" EAST FOR A DISTANCE OF 37.00 FEET; THENCE SOUTH 7° 48' 29" WEST FOR A DISTANCE OF 23.73 FEET RETURNING TO THE TRUE POINT OF BEGINNING 3.

PARCEL 4

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37' 05" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36' 40" EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17' 33" EAST FOR A DISTANCE OF 140.23 FEET (NORTH 4° 19' 39" EAST, 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06' 55" WEST (NORTH 1° 06' 25" WEST RECORD) FOR A DISTANCE OF 96.78 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF SOUTH 88° 53' 05" WEST
FOR A DISTANCE OF 224.19 FEET TO THE TRUE POINT OF BEGINNING 4; THENCE SOUTH 7° 48' 29" WEST FOR A DISTANCE OF 41.50 FEET; THENCE NORTH 82° 21' 36" WEST FOR A DISTANCE OF 25.88 FEET; THENCE NORTH 25° 01' 28" WEST FOR A DISTANCE OF 24.65 FEET; THENCE SOUTH 82° 21' 36" EAST FOR A DISTANCE OF 5.79 FEET; THENCE NORTH 25° 31' 11" WEST FOR A DISTANCE OF 24.79 FEET; THENCE SOUTH 82° 21' 36" EAST FOR A DISTANCE OF 47.07 FEET RETURNING TO THE TRUE POINT OF BEGINNING 4.

PARCEL 5

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37' 05" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36' 40" EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17' 33" EAST FOR A DISTANCE OF 140.23 FEET (NORTH 4° 19' 39" EAST, 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06' 55" WEST (NORTH 1° 06' 25" WEST RECORD) FOR A DISTANCE OF 153.55 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF SOUTH 88° 53' 05" WEST FOR A DISTANCE OF 231.47 FEET TO THE TRUE POINT OF BEGINNING 5; THENCE SOUTH 7° 48' 29" WEST FOR A DISTANCE OF 37.00 FEET; THENCE NORTH 82° 21' 36" WEST FOR A DISTANCE OF 21.59 FEET; THENCE NORTH 39° 22' 38" EAST FOR A DISTANCE OF 21.75 FEET; THENCE NORTH 82° 21' 36" WEST FOR A DISTANCE OF 19.39 FEET; THENCE NORTH 39° 45' 14" EAST FOR A DISTANCE OF 21.84 FEET; THENCE SOUTH 82° 21' 36" EAST FOR A DISTANCE OF 18.04 FEET RETURNING TO THE TRUE POINT OF BEGINNING 5.

PARCEL 6

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37' 05" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36' 40" EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 4° 17' 33" EAST FOR A DISTANCE OF 140.23 FEET (NORTH 4° 19' 39" EAST, 140.08 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 ALONG A BEARING OF NORTH 1° 06' 55" WEST (NORTH 1° 06' 25" WEST RECORD) FOR A DISTANCE OF 207.89 FEET; THENCE LEAVING THE EASTERLY
LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF SOUTH 88° 53’ 05” WEST FOR A DISTANCE OF 222.94 FEET TO THE TRUE POINT OF BEGINNING 6; THENCE SOUTH 7° 48’ 29” WEST FOR A DISTANCE OF 37.00 FEET; THENCE NORTH 82° 21’ 36” WEST FOR A DISTANCE OF 16.72 FEET; THENCE NORTH 24° 57’ 09” WEST FOR A DISTANCE OF 21.96 FEET; THENCE SOUTH 82° 21’ 36” EAST FOR A DISTANCE OF 7.38 FEET; THENCE NORTH 7° 48’ 29” EAST FOR A DISTANCE OF 9.58 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF PARCEL 2 ALSO BEING THE NORTHWESTERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965; THENCE ALONG THE SOUTHEASTERLY LINE OF PARCEL 2 AND THE NORTHWESTERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 52° 36’ 49” EAST (NORTH 52° 37’ 27” EAST RECORD) FOR A DISTANCE OF 12.61 FEET; THENCE LEAVING THE SOUTHEASTERLY LINE OF PARCEL 2 AND THE NORTHWESTERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF SOUTH 82° 21’ 36” EAST FOR A DISTANCE OF 12.34 FEET RETURNING TO THE TRUE POINT OF BEGINNING 6.

THESE DESCRIPTIONS CONTAIN 5,179 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 14492.

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.

ANDREW P. ZIEMNIAK – PLS 6133
LICENSE EXPIRATION: 3-31-2018
DATED 8-25-2017

Page 4 of 4
DESCRIPTION:
PORTION OF PARCEL 1 OF PARCEL MAP 15965
OWNER: 8650 VILLA LA JOLLA INC
PARCEL NUMBER: 40219-19

MATCH LINE SEE SHEET 2

PARCEL 2
PM 15965
344-280-19

15' SEWER, OPEN SPACE, PEDESTRIAN & NON-MOTOR VEHICLE EASEMENT GRANTED PER MAP 6985

WATER EASEMENT PER DEED REC. 12/08/1978 AS INST.
NO. 78-529152, O.R.

*SEE SHEET 3 FOR LINE AND TIE TABLES

PARCEL 1
PM 15965
344-280-20

PARCEL 3
PM 8363
344-280-08-

TOTAL AREA = 5,179 SQUARE FEET

NOTES:
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12'06'48"W, PER ROS 14492.

MID-COAST CORRIDOR TRANSIT PROJECT

DOKKEN ENGINEERING
5675 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123
305 (858) 514-8377

SCALE: 1" = 50'
DRAFTED: AB
CHECKED: AZ
DATE PREPARED: 08/25/2017

LICENSED LAND SURVEYOR
ANDREW P. ZIEGLER
STATE OF CALIFORNIA
No. 6133
EXP. 05/31/18
WATER EASEMENT TO
CITY OF SAN DIEGO
REC. 05/03/1994 AS
INST. NO. 94-0295261, O.R.

WATER EASEMENT PER DEED
REC. 12/08/1978 AS INST.
NO. 78-529152, O.R.

15' SEWER, OPEN SPACE,
PEDESTRIAN & NON-MOTOR VEHICLE
EASEMENT GRANTED PER MAP 6985

PARCEL 1
PM 15965
344-280-20

PARCEL 2
PM 15965
344-280-19

PARCEL 6
T.P.O.B.
344-280-19

LINE TABLE

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MATCH LINE SEE SHEET 1

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 5,179 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROG 14492.
**LEGEND**

T.P.O.B.  TRUE POINT OF BEGINNING

TOTAL AREA = 5,179 SQUARE FEET

**NOTES**

1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6, EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207" AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

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EXHIBIT “A”  
LEGAL DESCRIPTION

TEMPORARY ACCESS EASEMENT  
ASSESSOR PARCEL NUMBER: 344-280-20-00  
MCCTP PARCEL No: 40219-20

ALL THAT PORTION OF PARCEL 1 OF PARCEL MAP NUMBER 15965 RECORDED ON JANUARY 30, 1990 AS FILE NUMBER 90-053631 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 RECORDED ON APRIL 05, 1994 O.R. A COPY IS ON FILE AT THE SAN DIEGO COUNTY RECORDERS OFFICE, AND THE WESTERLY LINE OF PARCEL 1 ALSO BEING THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; SAID WESTERLY LINE OF PARCEL 1 AND EASTERLY LINE OF PARCEL 2 IS A 35.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST AND HAVING A BEGINNING RADIAL BEARING OF NORTH 73° 14' 30" WEST FROM THE RADIUS POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID 35.00 FOOT RADIUS CURVE FOR A DISTANCE OF 17.77 FEET THROUGH A CENTRAL ANGLE OF 29° 04' 58" TO A TANGENT LINE; THENCE CONTINUING ALONG THE WESTERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 12° 19' 28" EAST FOR A DISTANCE OF 264.53 FEET (SOUTH 12° 18’ 50” EAST, 264.52 FEET RECORD); THENCE SOUTH 7° 36’ 49” WEST (SOUTH 7° 37’ 27” WEST RECORD) FOR A DISTANCE OF 113.65 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING THE WESTERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF SOUTH 82° 21’ 36” EAST FOR A DISTANCE OF 7.93 FEET; THENCE SOUTH 7° 48’ 29” WEST FOR A DISTANCE OF 350.10 FEET; THEN SOUTH 52° 46’ 44” EAST FOR A DISTANCE OF 7.07 FEET; THENCE SOUTH 7° 48’ 29” WEST FOR A DISTANCE OF 69.83 FEET; THENCE SOUTH 82° 11’ 31” EAST FOR A DISTANCE OF 146.12 FEET; THENCE SOUTH 7° 48’ 29” WEST FOR A DISTANCE OF 98.22 FEET TO A POINT ON THE SOUTHERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 ALSO BEING THE NORTHERLY LINE OF PARCEL 3 PER PARCEL MAP 8363 RECORDED AS FILE NUMBER 79-047105 ON JANUARY 30, 1979 A COPY IS ON FILE AT THE SAN DIEGO COUNTY RECORDERS OFFICE; THENCE NORTH 82° 23’ 11” WEST (NORTH 82° 22’ 33” WEST RECORD) ALONG THE SOUTHERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 ALSO BEING THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 FOR A DISTANCE OF 18.00 FEET; THENCE LEAVING THE SOUTHERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 AND THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 ALONG A LINE HAVING A BEARING OF NORTH 7° 48’ 29” EAST FOR
A DISTANCE OF 74.28 FEET; THENCE NORTH 82° 11' 31" WEST FOR A DISTANCE OF 165.00 FEET; THENCE NORTH 7° 48' 29" EAST FOR A DISTANCE OF 107.89 FEET; THENCE NORTH 36° 08' 43" EAST FOR A DISTANCE OF 27.86 FEET; THENCE NORTH 7° 48' 29" EAST FOR A DISTANCE OF 162.33 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL 1 ALSO BEING THE SOUTHEASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; THENCE NORTH 52° 36' 49" EAST (NORTH 52° 37' 27" EAST RECORD) ALONG THE NORTHWESTERLY LINE OF PARCEL 1 ALSO BEING THE SOUTHEASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 FOR A DISTANCE OF 14.26 FEET; THENCE NORTH 7° 36' 49" EAST (NORTH 7° 37' 27" EAST RECORD) CONTINUING ALONG THE WESTERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 FOR A DISTANCE OF 142.52 FEET RETURNING TO THE TRUE POINT OF BEGINNING.

THESE DESCRIPTIONS CONTAIN 13,402 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 14492.

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.

ANDREW P. ZIEMNIAK – PLS 6133 LICENSE EXPIRATION: 3-31-2018 DATED 8-25-2017
EXHIBIT 'B'

STREET RESERVATION TO CITY OF SAN DIEGO
REC. 04/05/1994 AS
INST. NO. 94-02.24008, O.R.

COMMENCING POINT

L=17.77'
R=35.00'
Δ=29'04'58"

PARCEL 1
PM 15965
344-280-20

PARCEL 2
PM 15965
344-280-19

MATCH LINE SEE SHEET 2

*SEE SHEET 4 FOR EXISTING EASEMENTS

PARCEL 1
PM 15965
344-280-20

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12'06'48"W, PER ROS 14492.

DESCRIPTION:
PORTION OF PARCEL 1
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-20

SCALE:
1" = 50'

DATE PREPARED:
06/25/2017
MATCH LINE SEE SHEET 1

PARCEL 1
PM 15965
344-280-20

LINE TABLE

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<td>S82°21'36&quot;E</td>
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<tr>
<td>L2</td>
<td>350.10'</td>
<td>S07°48'29&quot;W</td>
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<tr>
<td>L12</td>
<td>162.33'</td>
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<tr>
<td>L13</td>
<td>14.26'</td>
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</tr>
<tr>
<td>L14</td>
<td>142.52'</td>
<td>N07°36'49&quot;E</td>
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MATCH LINE SEE SHEET 3

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 13,402 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.
MATCH LINE SEE SHEET 2

LINE TABLE

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<td>L5</td>
<td>146.12'</td>
<td>S82°11'31&quot;E</td>
</tr>
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<td>L6</td>
<td>98.22'</td>
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<td>18.00'</td>
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PARCEL 1
PM 15965
344-280-20

PARCEL 2
PM 15965
344-280-19

PARCEL 3
PM 8363
344-280-08

15' SEWER, OPEN SPACE,
PEDESTRIAN & NON-MOTOR VEHICLE
EASEMENT GRANTED PER MAP 6985

WATER EASEMENT PER DEED
REC. 12/08/1978 AS INST.
NO. 78-529152, O.R.

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 13,402 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

DESCRIPTION:
PORTION OF PARCEL 1
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-20

SCALE: 1" = 50'
DRAFTED: AB
CHECKED: AZ
DATE PREPARED: 08/25/2017
EXHIBIT 'B'

SANDAG PARCEL PER DOC. NO. 2010-0575179, REC. 10/26/2010, O.R.
APN 344-280-22

STREET RESERVATION TO CITY OF SAN DIEGO REC. 04/05/1994 AS
INST. NO. 94-0224008, O.R.

SLOPE EASEMENT TO CITY OF SAN DIEGO REC. 04/05/1994 AS
INST. NO. 94-0224009, O.R.

ELECTRICAL EASEMENT REC. 04/05/1994
INST. NO. 94-0224015, O.R.

TRAFFIC SIGNAL EASEMENT TO CITY OF SAN DIEGO, REC. 07/31/1989 AS INST. NO.
89-404201 & CORRECTED 12/07/1989 AS
INST. NO. 89-662075, O.R.

WATER EASEMENT TO CITY OF SAN DIEGO
REC. 05/03/1994 AS
INST. NO. 94-0295261, O.R.

PARCEL 1
PM 15965
344-280-20

WATER EASEMENT TO CITY OF SAN DIEGO
REC. 05/03/1994 AS
INST. NO. 94-0295261, O.R.

PARCEL 2
PM 15965
344-280-19

15' SEWER, OPEN SPACE,
PEDESTRIAN & NON-MOTOR VEHICLE
EASEMENT GRANTED PER MAP 6985

*EXISTING EASEMENT AND DOCUMENT SHEET

DESCRIPTION:
PORTION OF PARCEL 1
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-20

MID-COAST CORRIDOR TRANSIT PROJECT

5675 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123

DATE PREPARED: 08/25/2017

SCALE: 1" = 50'
DRAFTED: AB
CHECKED: AZ

314 (858) 514-8377
EXHIBIT “A”
LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-20-00
MCCTP PARCEL No: 40219-21

ALL THAT PORTION OF PARCEL 1 OF PARCEL MAP NUMBER 15965 RECORDED ON JANUARY 30, 1990 AS FILE NUMBER 90-053631 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37’ 05” EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36’ 40” EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A BEARING OF NORTH 4° 17’ 33” EAST FOR A DISTANCE OF 56.76 FEET (NORTH 4° 19’ 39” EAST RECORD); THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 85° 42’ 27” WEST FOR A DISTANCE OF 69.21 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 82° 11’ 31” WEST FOR A DISTANCE OF 164.87 FEET; THENCE NORTH 7° 48’ 29” EAST FOR A DISTANCE OF 69.83 FEET; THENCE NORTH 52° 46’ 44” WEST FOR A DISTANCE OF 7.07 FEET; THENCE NORTH 7° 48’ 29” EAST FOR A DISTANCE OF 331.70 FEET; THENCE SOUTH 82° 11’ 31” EAST FOR A DISTANCE OF 135.99 FEET; THENCE SOUTH 2° 13’ 34” WEST FOR A DISTANCE OF 79.58 FEET; THENCE SOUTH 5° 02’ 15” WEST FOR A DISTANCE OF 62.20 FEET; THENCE SOUTH 00° 14’ 53” WEST FOR A DISTANCE OF 184.63 FEET; THENCE SOUTH 7° 48’ 29” WEST FOR A DISTANCE OF 80.64 FEET RETURNING TO THE TRUE POINT OF BEGINNING.

THIS DESCRIPTION CONTAINS 62,531 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 14492.

ATTACHED HERETO IS A PLAT OF SAID PARCEL, LABELED EXHIBIT “B” AND BY THIS REFERENCE MADE A PART HEREOF.
EXHIBIT "B"

MATCH LINE SEE SHEET 2

LINE TABLE

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<td>N07°48'29&quot;E</td>
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<td>N07°48'29&quot;E</td>
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<td>331.70'</td>
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<tr>
<td>L5</td>
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<td>L6</td>
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PARCEL 1
PM 15965
344-280-20

PARCEL 3
PM 8363
344-280-08

DESCRIPTION:
PORTION OF PARCEL 1
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-21

DESCRIPTION:
PORTION OF PARCEL 1
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-21

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

SCALE:
1" = 50'

DATE PREPARED:
08/25/2017

EXHIBIT "B"

MATCH LINE SEE SHEET 2

LINE TABLE

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<td>L6</td>
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<td>S07°48'29&quot;W</td>
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PARCEL 1
PM 15965
344-280-20

PARCEL 3
PM 8363
344-280-08

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 62,531 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.
DESCRIPTION:
PORTION OF PARCEL 1
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-21

WATER EASEMENT TO
CITY OF SAN DIEGO
REC. 05/03/1994 AS
INST. NO. 94-0295261, O.R.

WATER EASEMENT PER DEED
REC. 12/08/1978 AS INST.
NO. 78-529152, O.R.

PARCEL 1
PM 15965
344-280-20

344-280-19

LINE TABLE

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<td>L8</td>
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MATCH LINE SEE SHEET 1

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 62,531 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.
EXHIBIT “A”
LEGAL DESCRIPTION

TEMPORARY ACCESS EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-20-00
MCCTP PARCEL No: 40219-22

ALL THAT PORTION OF PARCEL 1 OF PARCEL MAP NUMBER 15965 RECORDED ON JANUARY 30, 1990 AS FILE NUMBER 90-053631 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 ALSO BEING THE SAME AS THE NORTHEAST CORNER OF PARCEL 3 PER PARCEL MAP 8363 RECORDED JANUARY 30, 1979 AS FILE NUMBER 79-047105 OF OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER; THENCE NORTH 82° 22' 33" WEST (NORTH 82° 22' 33" WEST RECORD) FOR A DISTANCE OF 18.00 FEET; THENCE LEAVING THE SOUTHEASTERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 AND THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 ALONG A BEARING OF NORTH 82° 23’ 11" WEST (NORTH 82° 22' 33" WEST RECORD) FOR A DISTANCE OF 18.00 FEET; THENCE LEAVING THE SOUTHEASTERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 AND THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 ALONG A BEARING OF NORTH 7° 48’ 29" EAST FOR A DISTANCE OF 74.22 FEET; THENCE SOUTH 82° 11' 31" WEST FOR A DISTANCE OF 258.57 FEET; THENCE SOUTH 7° 48’ 29" WEST FOR A DISTANCE OF 24.00 FEET; THENCE NORTH 82° 11’ 31” WEST FOR A DISTANCE OF 37.50 FEET; THENCE SOUTH 7° 48’ 29” WEST FOR A DISTANCE OF 74.22 FEET RETURNING TO THE TRUE POINT OF BEGINNING 1.
PARCEL 2

BEGINNING AT THE TRUE POINT OF BEGINNING 2 BEING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 RECORDED ON APRIL 05, 1994 O.R. A COPY IS ON FILE AT THE SAN DIEGO COUNTY RECORDERS OFFICE, AND THE WESTERLY LINE OF PARCEL 1 Also BEING THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER SAID STREET RESERVATION 94-0224008 ALSO BEING THE NORTHERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 77° 40' 35" EAST FOR A DISTANCE OF 4.18 FEET; THENCE LEAVING THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER SAID STREET RESERVATION NUMBER 94-0224008 AND THE NORTHERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF SOUTH 13° 33' 12" WEST FOR A DISTANCE OF 36.55 FEET TO A POINT ON THE WESTERLY LINE OF PARCEL 1 ALSO BEING THE EASTERLY LINE OF PARCEL 2; THENCE ALONG THE WESTERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 ALONG A LINE HAVING A BEARING OF NORTH 12° 19' 28" WEST FOR A DISTANCE OF 32.15 FEET; THENCE LEAVING THE WESTERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 ALONG A LINE HAVING A BEARING OF NORTH 23° 25' 57" EAST FOR A DISTANCE OF 66.42 FEET TO A POINT ON THE WESTERLY LINE OF PARCEL 1 ALSO BEING THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; THENCE ALONG THE WESTERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 12° 19' 28" WEST FOR A DISTANCE OF 94.99 FEET TO A POINT OF BEGINNING OF A 35.00 FOOT RADIUS TANGENT CURVE (35.00 FOOT RADIUS CURVE) CONCAVE TO THE SOUTHEAST; THENCE CONTINUING ALONG THE WESTERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 ALONG THE ARC OF SAID 35.00 FOOT RADIUS CURVE PER SAID PARCEL MAP 15965 IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 17.77 FEET THROUGH A CENTRAL ANGLE OF 29° 04' 58" RETURNING TO THE TRUE POINT OF BEGINNING 2.

THIS DESCRIPTION CONTAINS 12,266 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 14492.

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.

ANDREW P. ZIEMNIAK — PLS 6133
LICENSE EXPIRATION: 3-31-2018

DATED 8-25-2017
PARCEL 1
PM 15965
344-280-20

PARCEL 2
PM 15965
344-280-19

WATER EASEMENT PER DEED
REC. 12/08/1978 AS INST.
NO. 78-529152, O.R.

PARCEL 3
PM 8363
344-280-08

15' SEWER, OPEN SPACE,
PEDESTRIAN & NON-MOTOR
VEHICLE EASEMENT
GRANTED PER MAP 6985

PARCEL 1
PM 15965
344-280-20

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 12,266 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCSB3, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12'06'48"W, PER ROS 14492.

DESCRIPTION:
PORTION OF PARCEL 1
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-22
EXHIBIT 'B'

STREET RESERVATION TO
CITY OF SAN DIEGO
REC. 04/05/1994 AS
INST. NO. 94-0224008, O.R.

PORTION OF PARCEL 1
OF PARCEL MAP 15965

DESCRIPTION:

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-22

TOTAL AREA = 12,266 SQUARE FEET

NOTES:
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12'06'48"W, PER ROS 14492.

SCALE: 1" = 50'
DRAFTED: AB
CHECKED: AZ
DATE PREPARED: 08/25/2017

MID-COAST CORRIDOR TRANSIT PROJECT

DESIGN ENGINEERING

5675 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123
(858) 514-8377
DESCRIPTION:
PORTION OF PARCEL 1
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-22

MID-COAST CORRIDOR TRANSIT PROJECT

SCALE: 1" = 50'

DATE PREPARED:
08/25/2017

326
EXHIBIT “A”
LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-20-00
MCCTP PARCEL No: 40219-23

ALL THAT PORTION OF PARCEL 1 OF PARCEL MAP NUMBER 15965 RECORDED ON JANUARY 30, 1990 AS FILE NUMBER 90-053631 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 82° 23’ 11” WEST (NORTH 82° 22’ 33” WEST RECORD) ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE NORTHERLY LINE OF PARCEL 3 PER PARCEL MAP 8363 RECORDED AS FILE NUMBER 79-047105 ON JANUARY 30, 1979 A COPY OF WHICH IS ON FILE IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, FOR A DISTANCE OF 53.97 FEET TO THE TRUE POINT OF BEGINNING 1; THENCE CONTINUING ALONG THE SOUTHERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 ALSO BEING THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 ALONG A BEARING OF NORTH 82° 23’ 11” WEST (NORTH 82° 22’ 33” WEST RECORD) FOR A DISTANCE OF 37.50 FEET; THENCE LEAVING THE SOUTHERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 AND THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 ALONG A LINE HAVING A BEARING OF NORTH 7° 48’ 29” EAST FOR A DISTANCE OF 74.22 FEET; THENCE SOUTH 82° 11’ 31” EAST FOR A DISTANCE OF 37.50 FEET; THENCE SOUTH 7° 48’ 29” WEST FOR A DISTANCE OF 74.09 FEET RETURNING TO THE TRUE POINT OF BEGINNING 1.

PARCEL 2

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 82° 23’ 11” WEST (NORTH 82° 22’ 33” WEST RECORD) ALONG THE SOUTH EASTERNLY LINE OF SAID PARCEL 1 ALSO BEING THE NORTHERLY LINE OF PARCEL 3 PER PARCEL MAP 8363 RECORDED AS FILE NUMBER 79-047105 ON JANUARY 30, 1979 A COPY OF WHICH IS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, FOR A DISTANCE OF 109.27 FEET, THENCE LEAVING THE SOUTHERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 ALSO BEING THE NORTHERLY LINE OF PARCEL 3 PER SAID PARCEL MAP 8363 ALONG A LINE HAVING A BEARING OF NORTH 7° 36’ 49” EAST FOR A DISTANCE OF 56.28 FEET TO THE TRUE POINT OF BEGINNING 2; THENCE NORTH 82°
11’ 31” WEST FOR A DISTANCE OF 202.99 FEET; THENCE NORTH 7° 42’ 23” EAST FOR A DISTANCE OF 18.00 FEET; THENCE SOUTH 82° 11’ 31” EAST FOR A DISTANCE OF 203.02 FEET; THENCE SOUTH 7° 48’ 29” WEST FOR A DISTANCE OF 18.00 FEET RETURNING TO THE TRUE POINT OF BEGINNING 2.

PARCEL 3

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 PER SAID PARCEL MAP 15965 THENCE NORTH 7° 37’ 05” EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 FOR A DISTANCE OF 45.50 FEET (NORTH 7° 36’ 40” EAST, 45.78 FEET RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A BEARING OF NORTH 4° 17’ 33” EAST FOR A DISTANCE OF 73.58 FEET (NORTH 4° 19’ 39” EAST, 140.08 FEET RECORD); THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 85° 42’ 27” WEST FOR A DISTANCE OF 49.40 FEET TO THE TRUE POINT OF BEGINNING 3; THENCE SOUTH 7° 48’ 29” WEST FOR A DISTANCE OF 18.00 FEET; THENCE NORTH 82° 11’ 31” WEST FOR A DISTANCE OF 171.28 FEET; THENCE NORTH 7° 48’ 29” EAST FOR A DISTANCE OF 18.00 FEET; THENCE SOUTH 82° 11’ 31” EAST FOR A DISTANCE OF 171.28 FEET RETURNING TO THE TRUE POINT OF BEGINNING 3.

THESE DESCRIPTIONS CONTAIN 9,518 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 14492.

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.

ANDREW P. ZIEMNIAK – PLS 6133
LICENSE EXPIRATION: 3-31-2018

DATED 8-25-2017
15' SEWER, OPEN SPACE, PEDESTRIAN & NON-MOTOR VEHICLE EASEMENT GRANTED PER MAP 6985

WATER EASEMENT PER DEED REC. 12/08/1978 AS INST. NO. 78-529152, O.R.

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 9,518 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6, EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207" AND "GPS-251" BEING N12'06'48"W, PER ROS 14492.
EXHIBIT “A”
LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-20-00
MCCTP PARCEL No: 40219-24

ALL THAT PORTION OF PARCEL 1 OF PARCEL MAP NUMBER 15965 RECORDED ON JANUARY 30, 1990 AS FILE NUMBER 90-053631 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 RECORDED ON APRIL 05, 1994 O.R. A COPY IS ON FILE AT THE SAN DIEGO COUNTY RECORDERS OFFICE, AND THE WESTERLY LINE OF PARCEL 1 ALSO BEING THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; SAID WESTERLY LINE OF PARCEL 1 AND EASTERLY LINE OF PARCEL 2 IS A 35.00 FOOT RADIUS CURVE (35.00 FOOT RADIUS RECORD) CONCAVE TO THE SOUTHEAST AND HAVING A BEGINNING RADIAL BEARING OF NORTH 73° 14’ 30” WEST FROM THE RADIUS POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID 35.00 FOOT RADIUS CURVE FOR A DISTANCE OF 17.77 FEET THROUGH A CENTRAL ANGLE OF 29° 04’ 58” TO A TANGENT LINE; THENCE CONTINUING ALONG THE WESTERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 12° 19’ 28” EAST FOR A DISTANCE OF 264.53 FEET (SOUTH 12° 18’ 50” EAST, 264.52 FEET RECORD); THENCE CONTINUING ALONG THE WESTERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 7° 36’ 49” WEST (SOUTH 7° 37’ 27” WEST RECORD) FOR A DISTANCE OF 168.65 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING THE WESTERLY LINE OF PARCEL 1 AND THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF SOUTH 82° 21’ 36” EAST FOR A DISTANCE OF 26.25 FEET; THENCE SOUTH 7° 48’ 29” WEST FOR A DISTANCE OF 368.46 FEET; THENCE NORTH 82° 11’ 31” WEST FOR A DISTANCE OF 87.29 FEET; THENCE NORTH 7° 42’ 23” EAST FOR A DISTANCE OF 89.03 FEET TO A POINT ON THE SOUTHERLY LINE OF PARCEL 2 AND THE NORTHERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965; THENCE ALONG THE SOUTHERLY LINE OF PARCEL 2 AND THE NORTHERLY LINE OF PARCEL 1 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF SOUTH 82° 23’ 11” EAST FOR A DISTANCE OF 2.14 FEET TO THE SOUTHEAST CORNER OF PARCEL 2 PER SAID PARCEL MAP 15965; THENCE ALONG THE EASTERLY LINE OF PARCEL 2 ALSO BEING THE WESTERLY LINE PARCEL 1 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 7° 36’ 49” EAST FOR A DISTANCE OF 131.61 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL 1 ALSO BEING THE SOUTHEASTERLY
LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; THENCE NORTH 52° 36' 49" EAST (NORTH 52° 37' 27" EAST RECORD) ALONG THE NORTHWESTERLY LINE OF PARCEL 1 ALSO BEING THE SOUTHEASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 FOR A DISTANCE OF 84.86 FEET; THENCE CONTINUING ALONG THE WESTERLY LINE OF PARCEL 1 AND THE EASTERNLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF NORTH 7° 36' 49" EAST (NORTH 7° 37' 27" EAST RECORD) FOR A DISTANCE OF 87.52 FEET RETURNING TO THE TRUE POINT OF BEGINNING.

THESE DESCRIPTIONS CONTAIN 24,684 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 14492.

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.

ANDREW P. ZIEMNIAK – PLS 6133
LICENSE EXPIRATION: 3-31-2018
DATED 8-25-2017
DESCRIPTION:
PORTION OF PARCEL 1
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-24

EXHIBIT 'B'

STREET RESERVATION TO
CITY OF SAN DIEGO
REC. 04/05/1994 AS
INST. NO. 94-0224008, O.R.

COMMENCING POINT

L=17.77'
R=35.00'
\( \alpha = 29'04'58" \)

PARCEL 1
PM 15965
344-280-20

PARCEL 2
PM 15965
344-280-19

*SEE SHEET 4
FOR EXISTING
EASEMENTS

PARCEL 1
PM 15965
344-280-20

MATCH LINE SEE SHEET 2

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 24,684 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

DESCRIPTION:
PORTION OF PARCEL 1
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-24

MID-COAST CORRIDOR TRANSIT PROJECT

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-24

SCALE: 1" = 50'

DRAFTED: AB

CHECKED: AZ

DATE PREPARED: 08/25/2017

DOKKEN
ENGINEERING
5875 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123
(858) 514-8377

335
MATCH LINE SEE SHEET 1

MATCH LINE SEE SHEET 3

NOTE:
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

DESCRIPTION:
PORTION OF PARCEL 1
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-24

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING

TOTAL AREA = 24,684 SQUARE FEET

LINE TABLE

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<th>BEARING</th>
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<td>S82°21'36&quot;E</td>
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<tr>
<td>L2</td>
<td>368.46'</td>
<td>S07°48'29&quot;W</td>
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<tr>
<td>L6</td>
<td>131.61'</td>
<td>N07°36'49&quot;E</td>
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<td>L7</td>
<td>84.86'</td>
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<tr>
<td>L8</td>
<td>87.52'</td>
<td>N07°36'49&quot;E</td>
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MID-COAST CORRIDOR TRANSIT PROJECT

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-24

SCALE: 1" = 50'

DATE PREPARED: 08/25/2017

(656) 514-8377
EXHIBIT 'B'

MATCH LINE SEE SHEET 2

LINE TABLE

<table>
<thead>
<tr>
<th>LINE</th>
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<tr>
<td>L2</td>
<td>368.45'</td>
<td>S07°48'29&quot;W</td>
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<tr>
<td>L3</td>
<td>87.29'</td>
<td>N82°11'31&quot;W</td>
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<td>89.03'</td>
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<td>2.14'</td>
<td>S82°23'11&quot;E</td>
</tr>
<tr>
<td>L6</td>
<td>131.61'</td>
<td>N07°36'49&quot;E</td>
</tr>
</tbody>
</table>

PARCEL 1
PM 15965
344-280-20

WATER EASEMENT PER DEED
REC. 12/08/1978 AS INST.
NO. 78-529152, O.R.

PARCEL 3
PM 8363
344-280-08
15' SEWER, OPEN SPACE,
PEDESTRIAN & NON-MOTOR VEHICLE
EASEMENT GRANTED PER MAP 6985

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 24,684 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

DESCRIPTION:
PORTION OF PARCEL 1
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-24
DESCRIPTION:
PORTION OF PARCEL 1 OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-24

EXHIBIT "B"

MID-COAST CORRIDOR TRANSIT PROJECT

DE DOKKEN
ENGINEERING

6675 RUFFIN ROAD
SUITE 250
SAN DIEGO, CA 92123

338
(619) 514-8377

SCALE: 1" = 50'"}

DRAFTED: AB
CHECKED: AZ
DATE PREPARED: 08/25/2017

*EXISTING EASEMENT AND DOCUMENT SHEET
EXHIBIT “A”
LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-20-00
MCCTP PARCEL No: 40219-25

ALL THAT PORTION OF PARCEL 1 OF PARCEL MAP NUMBER 15965 Recorder ON JANUARY 30, 1990 AS FILE NUMBER 90-053631 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER STREET RESERVATION Recorder AS INSTRUMENT NUMBER 94-0224008 Recorder ON APRIL 05, 1994 O.R. A COPY IS ON FILE AT THE SAN DIEGO COUNTY RECORDERS OFFICE, AND THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965; THENCE SOUTH 34° 16’ 01” EAST (SOUTH 34° 16' 50” EAST Recorder) ALONG THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 59.52 FEET; THENCE CONTINUING ALONG THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 5° 12’ 28” WEST (SOUTH 5° 13’ 07” WEST Recorder) FOR A DISTANCE OF 128.99 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 5° 12' 28" WEST (SOUTH 5° 13’ 07” WEST Recorder) FOR A DISTANCE OF 85.97 FEET; THENCE CONTINUING ALONG THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 5° 12’ 28” WEST (SOUTH 5° 13’ 07” WEST Recorder) FOR A DISTANCE OF 252.19 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 1° 53’ 55” WEST (SOUTH 1° 53’ 20” WEST Recorder) FOR A DISTANCE OF 199.79 FEET TO A POINT ON THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; THENCE NORTH 7° 36’ 49” EAST (NORTH 7° 37’ 27” EAST Recorder) ALONG THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 FOR A DISTANCE OF 168.65 FEET; THENCE CONTINUING ALONG THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A BEARING OF NORTH 12° 19’ 28” WEST (NORTH 12° 18’ 50” WEST Recorder) FOR A DISTANCE OF 67.43 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY LINE OF PARCEL 2 ALONG A LINE HAVING A BEARING OF SOUTH 82° 11’ 31” EAST FOR A DISTANCE OF 107.57 FEET; THENCE
NORTH 7° 48' 29" EAST FOR A DISTANCE OF 105.36 FEET; THENCE SOUTH 82° 11' 31" EAST FOR A DISTANCE OF 86.14 FEET RETURNING TO THE TRUE POINT OF BEGINNING.

THESE DESCRIPTIONS CONTAIN 53,672 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 14492.

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.
DESCRIPTION:
PORTION OF PARCEL 1 OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-25

MID-COAST CORRIDOR TRANSIT PROJECT

Scale: 1" = 50'
DRAFTED: AB
CHECKED: AZ
DATE PREPARED: 08/25/2017

TOTAL AREA = 53,672 SQUARE FEET

NOTES:
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6, EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207" AND "GPS-251" BEING N12'06'48"W, PER ROS 14492.
EXHIBIT 'B'

WATER EASEMENT TO
CITY OF SAN DIEGO
REC. 05/03/1994 AS
INST. NO. 94-0295261, O.R.

WATER EASEMENT PER DEED
REC. 12/08/1978 AS INST.
NO. 78-529152, O.R.

15' SEWER, OPEN SPACE,
PEDESTRIAN & NON-MOTOR VEHICLE
EASEMENT GRANTED PER MAP 6985

LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 53,672 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6,
EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO
FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207"
AND "GPS-251" BEING N12°08'48"W, PER RO 14492.
EXHIBIT "A"
LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT
ASSESSOR PARCEL NUMBER: 344-280-20-00
MCCTP PARCEL No: 40219-26

ALL THAT PORTION OF PARCEL 1 OF PARCEL MAP NUMBER 15965 RECORDED ON JANUARY 30, 1990 AS FILE NUMBER 90-053631 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE TRUE POINT OF BEGINNING BEING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 RECORDED ON APRIL 05, 1994 O.R. A COPY IS ON FILE AT THE SAN DIEGO COUNTY RECORDERS OFFICE, AND THE EASTERLY LINE OF PARCEL 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965; THENCE SOUTH 34° 16' 01" EAST (SOUTH 34° 16' 50" EAST RECORD) ALONG THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 FOR A DISTANCE OF 59.52 FEET; THENCE CONTINUING ALONG THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF SOUTH 5° 12' 28" WEST (SOUTH 5° 13' 07" WEST RECORD) FOR A DISTANCE OF 128.99 FEET; THENCE LEAVING THE EASTERLY LINE OF PARCEL 1 AND THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 5 PER SAID PARCEL MAP 15965 ALONG A BEARING OF SOUTH 5° 12' 28" WEST (SOUTH 5° 13' 07" WEST RECORD) FOR A DISTANCE OF 86.14 FEET; THENCE SOUTH 7° 48' 29" WEST FOR A DISTANCE OF 105.36 FEET; THENCE NORTH 82° 11' 31" WEST FOR A DISTANCE OF 107.57 FEET TO A POINT ON THE WESTERLY LINE OF PARCEL 1 ALSO BEING THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965; THENCE NORTH 12° 19' 28" WEST (12° 18' 50" WEST RECORD) ALONG THE WESTERLY LINE OF PARCEL 1 ALSO BEING THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 FOR A DISTANCE OF 1.57 FEET; THENCE LEAVING THE WESTERLY LINE OF PARCEL 1 ALSO BEING THE EASTERLY LINE OF PARCEL 2 PER SAID PARCEL MAP 15965 ALONG A LINE HAVING A BEARING OF NORTH 7° 33' 12" EAST FOR A DISTANCE OF 36.55 FEET; THENCE NORTH 13° 33' 27" WEST FOR A DISTANCE OF 178.21 FEET TO A POINT ON THE NORTHERLY LINE OF PARCEL 1 ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER SAID STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008; THENCE NORTH 77° 40' 35" EAST (NORTH 77° 41' 10" EAST RECORD) ALONG THE NORTHERLY LINE OF PARCEL 1 ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER SAID STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 FOR A DISTANCE OF 10.00 FEET; THENCE LEAVING THE NORTHERLY LINE OF PARCEL 1 ALSO
BEING THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER SAID STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008 ALONG A LINE HAVING A BEARING OF SOUTH 13° 33' 27" EAST FOR A DISTANCE OF 107.57 FEET; THENCE NORTH 77° 14' 24" EAST FOR A DISTANCE OF 78.05 FEET; THENCE NORTH 12° 17' 15" WEST FOR A DISTANCE OF 106.50 FEET TO A POINT ON THE NORTHERLY LINE OF PARCEL 1 ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER SAID STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008, SAID NORTHERLY LINE BEING A 5941.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A BEGINNING RADIAL BEARING OF NORTH 11° 37' 28" WEST FROM THE RADIUS POINT; THENCE NORTHEASTERLY ALONG ARC OF SAID 5941.00 FOOT RADIUS CURVE BEING THE NORTHERLY LINE OF PARCEL 1 ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF NOBEL DRIVE PER SAID STREET RESERVATION RECORDED AS INSTRUMENT NUMBER 94-0224008; FOR A DISTANCE OF 135.78 FEET THROUGH A CENTRAL ANGLE OF 1° 18' 34" RETURNING TO THE TRUE POINT OF BEGINNING.

THESE DESCRIPTIONS CONTAIN 37,473 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 14492.

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.

Andrew P. Ziemniak – PLS 6133
LICENSE EXPIRATION: 3-31-2018
DATED 8-25-2017
STREET RESERVATION TO CITY OF SAN DIEGO REC. 04/05/1994 AS INST. NO. 94-0224008, O.R.

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CURVE TABLE

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<td>01°18'34&quot;</td>
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LEGEND
T.P.O.B. TRUE POINT OF BEGINNING
TOTAL AREA = 37,473 SQUARE FEET

NOTES
1) THE BASIS OF BEARING FOR THIS PLAT IS CCS83, ZONE 6, EPOCH 1991.35, GRID BEARING BETWEEN CITY OF SAN DIEGO FIRST ORDER HORIZONTAL CONTROL STATIONS "GPS-207" AND "GPS-251" BEING N12°06'48"W, PER ROS 14492.

DESCRIPTION:
PORTION OF PARCEL 1 OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-26

MID-COAST CORRIDOR TRANSIT PROJECT

DOKKEN ENGINEERING
5675 RUFFIN ROAD
SUITE 260
SAN DIEGO, CA 92123

348 (858) 514-8377

SCALE: 1" = 50'

DRAFTED:
AB

CHECKED:
AZ

DATE PREPARED: 08/25/2017
EXHIBIT 'B'

SANDAG PARCEL PER
DOC. NO. 2010-0575179,
REC. 10/26/2010, O.R.
APN 344-280-22

STREET RESERVATION TO
CITY OF SAN DIEGO
REC. 04/05/1994 AS
INST. NO. 94-0224008, O.R.

SLOPE EASEMENT
TO CITY OF SAN
DIEGO REC.
04/05/1994 AS
INST. NO.
94-0224009, O.R.

ELECTRICAL EASEMENT
REC. 04/05/1994
INST. NO. 94-0224015, O.R.

TRAFFIC SIGNAL EASEMENT TO CITY OF SAN
DIEGO, REC. 07/31/1989 AS INST. NO.
89-404201 & CORRECTED 12/07/1989 AS
INST. NO. 89-662075, O.R.

WATER EASEMENT TO
CITY OF SAN DIEGO
REC. 05/03/1994 AS
INST. NO. 94-0295261, O.R.

WATER EASEMENT TO
CITY OF SAN DIEGO
REC. 05/03/1994 AS
INST. NO. 94-0295261, O.R.

PARCEL 1
PM 15965
344-280-20

PARCEL 2
PM 15965
344-280-19

15' SEWER, OPEN SPACE,
PEDESTRIAN & NON-MOTOR VEHICLE
EASEMENT GRANTED PER MAP 6985

*EXISTING EASEMENT AND DOCUMENT SHEET

DESCRIPTION:
PORTION OF PARCEL 1
OF PARCEL MAP 15965

OWNER:
8650 VILLA LA JOLLA INC

PARCEL NUMBER:
40219-26
Exhibit 52  
Permanent Access Easement  
Parcel Nos. 40216-1, 40216-2, 40219-2, and 40219-3

This easement consists of a perpetual, non-exclusive easement for access ("Access Easement") to the offsite traction power substation ("TPSS") over, above, on, in, across, along and through the identified property (Access Easement Area"). It is SANDAG's intention that it shall exercise its rights under this Access Easement only periodically, when needed to access the TPSS for maintenance purposes; the Access Easement is not for the purposes of access in connection with the initial construction of the TPSS. SANDAG does not anticipate its use of the Access Easement to have any material effect on Owner's ability to use the Access Easement Area for access for itself and its customers.

Owner shall not permit or undertake, without the express prior written consent of SANDAG (which may be granted or withheld in SANDAG's sole and unfettered discretion), the erection, placement, or maintenance of any improvement, or any other activity, over, above, on, under, in, across, along, through or about the Access Easement Area which may unreasonably interfere with the Access Easement, including without limitation the use of the Access Easement Area.

Notwithstanding the foregoing, Owner shall have the right, from time to time (1) to designate an alternative Access Easement Area and access route for ingress and egress ("Alternative Access Easement Area") for the Access Easement and (2) to relocate the Access Easement to the Alternative Access Easement Area at the sole cost and expense of Owner. Any Alternative Access Easement Area designated by Owner (i) must provide a direct access route of ingress and egress from the public right-of-way known as Nobel Drive to the TPSS, and (ii) must be capable of being utilized in a commercially reasonable manner suitable for access, including ingress and egress purposes, including without limitation access for use and operation as well as for inspection, maintenance and repair of the TPSS and related improvements, facilities and appurtenances, by individuals, whether on foot and/or traveling in vehicles, including without limitation motorcycles, mopeds, scooters, automobiles, pick-up trucks, trucks, buses, vans, trailers, semis, tractors or tractor-trailers, and other passenger, maintenance and/or repair vehicles and equipment (that is, for example, the drive aisle in any Alternative Access Easement Area must be at least as wide as the drive aisle in the original Access Easement Area and there must be no turning or turning radius issues, problems or limitations in connection with the use of any Alternative Access Easement Area, taking into consideration the types of vehicles, equipment or devices that may use the Access Easement and/or the types of equipment, devices or materials that may need to access, or be needed to service, the TPSS or any part of it). Any proposed change by Owner to designate an Alternative Access Easement Area shall be subject to approval by SANDAG or its successor, which approval shall not be unreasonably withheld.

In the event an Alternative Access Easement Area is created, Owner shall record a document in the County of San Diego Recorder's Office that depicts the Alternative Access Easement Area and the substantive provisions found within this Access Easement.

Resolution No. 2018-05  
56141589.v7
EXHIBIT 53
Exhibit 53
Permanent Column Easement
Parcel Nos. 40216-4 and 40219-7

This easement consists of a perpetual and exclusive easement ("Easement") for the purpose of inspecting, maintaining, repairing, and/or operating four columns and associated footings, including any and all appurtenances thereto (collectively, the "Columns"), supporting a fixed guideway, aerial track(s) and support structure(s), an elevated passenger carrying trolley(s), rail and related foundations and foundation system(s), railroad related equipment and facilities as well as any alternative passenger carrying system(s), including without limitation commuter based rapid transit, light rail, urban rail, monorail, elevated trains or transit ways, magnetic levitation trains or similar technologies or replacement technologies of the future, and appurtenances as well as ancillary improvements and uses associated therewith, over, under, upon and across the property subject to this Easement.
Exhibit 54
Permanent Parking Structure Easement
Parcel No. 40219-4

This easement consists of a perpetual easement ("Easement") for use (not only by SANDAG and its successors and assigns, but also by the general public), operation, inspection, maintenance and repair of the Mid-Coast Corridor Transit Project ("Project"), and more particularly an elevated parking structure and support structures, related foundation systems, parking structure related equipment and facilities, and appurtenances as well as ancillary improvements associated therewith, together with incidentals thereto for, related to and/or in connection with the Project (the "Structure").

The Structure located in the Easement Area shall include areas subject to Owner's exclusive use, areas subject to SANDAG's exclusive use, and areas of joint use. Generally speaking, all drive aisles, stairways, and elevators in the Structure shall be used jointly by Owner (as used in this Easement, Owner shall refer to Owner and its successors-in-interest, along with Owner's tenants, and members of the public seeking to use Owner's shopping center) and SANDAG (as used in this Easement, SANDAG shall refer to SANDAG, MTS, their successors-in-interest, and members of the public seeking to use the Project). A designated number of spaces in the lower levels of the Structure shall be for Owner's exclusive use, and a designated number of spaces in the upper levels of the Structure shall be for SANDAG's exclusive use. The exact line dividing Owner's parking stalls from SANDAG's parking stalls has not yet been determined, but generally speaking:

1. Owner's parking stalls shall include, at a minimum, the equivalent number of spaces
   8 feet, 6 inches wide by 18 feet long to ensure that, following SANDAG's construction of
   the Project on Owner's property, Owner shall have at least the same number of overall
   parking stalls as it had before construction of the Project began. It is currently estimated
   that Owner will require approximately 227 spaces (or their equivalent, if Owner elects to
   have SANDAG stipe the structure and/or surface parking with parking stalls larger than 8
   feet, 6 inches wide and/or 18 feet long) within the structure to meet that condition.

2. SANDAG's parking stalls shall include, at a minimum, 260 spaces no smaller than 8 feet,
   6 inches wide by 18 feet long.

Portions of the Structure will be on the surface of Owner's property. These surface facilities may include: (i) support structures for and supporting the elevated parking lot structure including without limitation posts, columns, footings, foundations, foundation systems and appurtenances thereto, and (ii) any other equipment, fixtures, structures, improvements or material related to the Structure and its operations, including without limitation ramps, driveways, drive aisles, access ways, elevators, elevator shafts, elevator and other mechanical equipment and facilities, stairs, landings, plazas, walkways and other pedestrian areas, paths and facilities, water lines, sprinklers, sprinkler systems, fire hydrants and other fire suppression systems, equipment and facilities, utilities and utility systems, lights and lighting systems, and security systems.

Moreover, notwithstanding the fact that certain parking stalls shall be designated for Owner's exclusive use, SANDAG shall have the right to enter those parking stalls for the purpose of performing repairs and maintenance to the Structure. SANDAG shall also have

Resolution No. 2018-05
56141569 v7

355
responsibility for ensuring that the Structure meets applicable building codes and safety standards, including requirements for handicapped parking, elevators, and other requirements of the Americans with Disabilities Act. Additionally, SANDAG shall be responsible for repairs and maintenance of the Structure itself and the parking stalls within the Structure, including striping, restriping, lights and lighting, sprinklers and utilities within the Easement Area which are attached to and, therefore, a part of the Structure. However, SANDAG shall not be responsible for repairs and maintenance of the surface parking underneath the Structure, including its striping, restriping, lights, lighting, sprinklers and utilities or security for the same.

At no time shall Owner commit or permit a use, occupation or enjoyment of Owner's property that might cause a hazardous condition to exist over, above, on, under, in, along, through, around, about, in connection with, or with respect to, or that might interfere with, endanger or otherwise adversely affect, the Structure, the Easement, the Easement Area or SANDAG's rights under or this Easement. Owner shall not construct or allow to be constructed any structure, building or other improvement, and shall not plant any trees or impound any water or place any temporary or permanent erection of any mast-type equipment or appurtenances, and shall not place, maintain, store or release any hazardous material or substance, within the Easement Area in any manner so as to interfere with the safe, efficient and convenient operation and use of the Structure, or which conflict with or which are in violation of applicable law, as may now exist or as may be amended or adopted or otherwise apply in the future.
Exhibit 55
Permanent Guideway Aerial Easement
Parcel Nos. 40216-3 and 40219-5

This easement consists of a perpetual and exclusive aerial easement ("Easement"), over and above the portion of Owner's property encompassed by the easement ("Easement Area"); provided, however, that the Easement Area shall be limited to the area within and above and shall not extend below a bottom plane which is fifteen (15.00) feet above the current ground line of the real property within the Easement Area.

The Easement is for the development, redevelopment, construction, reconstruction, building, rebuilding, operation, use (not only by SANDAG and its successors and assigns, but also by the general public), maintenance and repair of the Mid-Coast Transit Corridor Project, together with all rights incidental thereto and such other purposes authorized by statute or deemed by common law to be compatible and consistent with the purpose of the Easement. The purposes of the Easement and SANDAG's rights under the Easement include without limitation development, redevelopment, construction, reconstruction, operation, use, maintenance and repair of a fixed guideway, aerial track(s) and support structure(s), an elevated passenger carrying trolley(s), rail and related foundation system(s), railroad related equipment and facilities as well as any alternative passenger carrying system(s), including without limitation commuter based rapid transit, light rail, urban rail, monorail, elevated trains or transit ways, magnetic levitation trains or similar technologies or replacement technologies of the future, and appurtenances as well as ancillary improvements and uses associated therewith, as well as incidentals thereto.

The easement rights shall include, without limitation, the right to use of the Easement and/or the Easement Area for construction material, equipment and vehicles, as well as similar items, matters and things, including without limitation the installation and maintenance of any or all of the improvements, equipment and facilities described in and/or contemplated by the immediately preceding paragraph (collectively, the "Facilities"), together with any and all appurtenances pertaining thereto.

The Easement rights shall also include the right to clear the Easement Area of any and/or all obstructions, to cut, trim and/or remove trees and/or shrubbery located in, on, about, or along the Easement Area. At no time shall Owner commit or permit a use, occupation or enjoyment of Owner's property that might cause a hazardous condition to exist with respect to, or that might interfere with, endanger, or otherwise adversely affect, the Facilities, the Easement, or the Easement Area. Owner shall not construct or allow to be constructed any structure, building or other improvement, and shall not plant any trees or impound any water or place any temporary or permanent erection of any mast-type equipment or appurtenances within or below the Easement Area or in any manner as to interfere with the safe, efficient and convenient operation of the Facilities, or which conflict with or which are in violation of applicable law, as may now exist or may be amended or otherwise apply in the future. SANDAG shall have the right to remove, or cause to be removed, at Owner's sole cost and expense, any obstructions that Owner installs, erects, creates or permits which interferes with or threatens to endanger the operation, use, reliability, efficiency, reconstruction, maintenance or repair of the Facilities.

Resolution No. 2018-05
56141589.v7
Exhibit 56
Permanent Station Easement
Parcel No. 40219-1

This easement consists of a perpetual and exclusive station easement ("Easement"). It includes both aerial rights for the elevated station platform and surface rights for the station supports. The Easement includes a perpetual and exclusive aerial easement, over and above the portion of Owner’s property encompassed by the easement ("Easement Area"); provided, however, that, except as otherwise expressly provided below, the Easement Area shall be limited to the area within and above and shall not extend below a bottom plane which is fifteen (15.00) feet above the current ground line of the real property within the Easement Area.

The Easement is for the development, redevelopment, construction, reconstruction, building, rebuilding, operation, use (not only by SANDAG and its successors and assigns, but also by the general public), maintenance and repair of the Mid-Coast Transit Corridor Project, together with all rights incidental thereto and such other purposes authorized by statute or deemed by common law to be compatible and consistent with the purpose of the Easement. The purposes of the Easement and SANDAG’s rights under the Easement include without limitation development, redevelopment, construction, reconstruction, operation, use, maintenance and repair of a station and fixed guideway, aerial track(s) and support structure(s), an elevated passenger carrying trolley(s), rail and related foundation system(s), railroad related equipment and facilities as well as any alternative passenger carrying system(s), including without limitation commuter based rapid transit, light rail, urban rail, monorail, elevated trains or transit ways, magnetic levitation trains or similar technologies or replacement technologies of the future, and appurtenances as well as ancillary improvements and uses associated therewith, as well as incidentals thereto (collectively, the "Station").

The easement rights shall include, without limitation, the right to use of the Easement and/or the Easement Area for construction material, equipment and vehicles, as well as similar items, matters and things, including without limitation the installation and maintenance of any or all of the improvements, equipment and facilities described in and/or contemplated by the immediately preceding paragraph (collectively, the "Facilities"), together with any and all appurtenances pertaining thereto.

The Easement rights shall also include the right to clear the Easement Area of any and/or all obstructions, to cut, trim and/or remove trees and/or shrubbery located in, on, around, about, or along the Easement Area. At no time shall Owner commit or permit a use, occupation or enjoyment of Owner’s property that might cause a hazardous condition to exist with respect to, or that might interfere with, endanger, or otherwise adversely affect, the Facilities, the Easement, or the Easement Area. Owner shall not construct or allow to be constructed any structure, building or other improvement, and shall not plant any trees or impound any water or place any temporary or permanent erection of any mast-type equipment or appurtenances within or below the Easement Area or in any manner as to interfere with the safe, efficient and convenient operation of the Facilities, or which conflict with or which are in violation of applicable law, as may now exist or may be amended or otherwise apply in the future. Additionally, Owner shall not allow parking or storage of vehicles or equipment beneath the Easement Area without the express, written consent of SANDAG, which consent SANDAG may withhold at its sole discretion. SANDAG shall have the right to remove, or cause to be removed, at Owner’s sole cost and expense, any obstructions that Owner installs, erects, creates or
permits which interferes with or threatens to endanger the operation, use, reliability, efficiency, construction, maintenance or repair of the Facilities.

In addition to the foregoing, the Easement also includes additional rights below the previously defined Easement Area. In particular, the Easement includes rights for the purpose of inspecting, maintaining, repairing, operating and/or removing four columns and related footings, including any and all appurtenances thereto (collectively, the "Columns"), supporting the Station. Each of the four Columns contemplated by this Easement shall be similar in size and scope to the Columns described in Exhibit 53 and shall be roughly evenly spaced between the two northernmost columns depicted on Parcel 40219-7.
Exhibit 57
Permanent Utility Easement
Parcel Nos. 40216-5, 40218-2, and 40219-6

This easement consists of a perpetual easement for underground public utilities and general underground utility purposes ("Easement") for the purpose of constructing, reconstructing, building, rebuilding, installing, reinstalling, placing, replacing, inspecting, maintaining, repairing, operating and/or removing any and all underground utilities and underground utility service facilities, including, but not limited to, pipes, drains, wires, cables, lines, pipelines and conduits for electrical, telephone, television, telecommunication, gas, storm, storm water, sanitary sewer, water, drainage and other utilities and utility services, and all appurtenances and uses pertaining thereto and/or associated therewith (collectively, the "Utilities") in the portions of Owner's property described (the Easement Area).

The Easement may be transferred, conveyed and/or assigned by SANDAG, including its successors and assigns, in whole or in part, exclusively and/or non-exclusively, including without limitation to a public, quasi-public or private utility provider, such as, without limitation, the San Diego Gas & Electric Company (SDG&E).

While the Utilities are to be located underground, the Easement includes reasonable rights of ingress and egress to the Easement Area for all purposes related to the Utilities, including without limitation construction, maintenance and repair. Therefore, while Owner retains the right to use the surface of the Easement Area for parking, including parking lot, parking space and drive aisle purposes, Owner shall not construct or allow to be constructed any structure, building or other improvement, and shall not plant any trees or impound any water within the Easement Area without SANDAG's express, written consent. Additionally, the Easement Area, including the surface, is subject to closures or limited access for the performance of (for example, but not by way of limitation) construction, maintenance and/or repair of the Utilities by or on behalf of SANDAG. To the extent any use of the Easement Area by SANDAG or its assignee results in damage or destruction to Owner's surface improvements, any such damage or destruction shall be repaired and/or replaced in kind at no expense to Owner.

Notwithstanding the above, SANDAG acknowledges that the exact location of the Easement Area can be changed at Owner's request, provided that new location will fulfill the purposes of the Easement, that Owner notifies SANDAG of its intention to modify the Easement Area, and that Owner pays the costs, if any, to relocate any Utilities already existing within the Easement Area. Any proposed change by Owner to modify the location of the Easement Area shall be subject to approval by SANDAG or its successor, which approval shall not be unreasonably withheld.
EXHIBIT 58
Exhibit 58
Permanent Access Easement
Parcel Nos. 40218-1 and 40219-3

This easement consists of a perpetual access easement for the use and benefit of not only SANDAG, but also the general public ("Access Easement"), over, above, on, in, across, along and through the described property (the "Access Easement Area"), for the purpose of pedestrian and vehicular access to and as a part of the Mid-Coast Corridor Transit Project (the "Project").

The Access Easement is for the use and benefit of the general public, as well as SANDAG and its successors and assigns, and includes a right of entry to use the Access Easement Area for pedestrian and vehicular travel, including the ingress and egress. However, the Access Easement is not for the purposes of access in connection with the initial construction of the Project.

Owner shall not permit or undertake, without the express prior written consent of SANDAG (which may be granted or withheld in SANDAG's sole and unfettered discretion), the erection, placement, or maintenance of any improvement, or any other activity, over, above, on, under, in, across, along, through, around or about the Access Easement Area which may unreasonably interfere with the Access Easement, including without limitation the use of the Access Easement Area.

The Access Easement shall include, without limitation, the right and privilege of the general public as well as SANDAG and its agents, representatives, employees, consultants, contractors, subcontractors, workmen, service providers, material providers, suppliers and others similarly situated to (i) perform all activities as may be necessary to facilitate the purposes of the Access Easement, including without limitation install and maintain directional and/or wayfinding signs and/or signage, (ii) use, pass through and otherwise occupy the Access Easement Area, and (iii) move, whether by hand, in or upon vehicles or otherwise, persons and their belongings, whether in the nature of luggage, personal items or possessions, or otherwise, through, including without limitation on to and then off of, the Access Easement Area. The Access Easement contemplates use of the Access Easement Area for access to the Project to use (for example, as a passenger) as well as to operate, inspect, maintain and/or repair the Project.

As the Access Easement is non-exclusive, Owner has and retains the right to use the surface or any other part of the Access Easement Area for any purpose which does not unreasonably interfere with the Access Easement. Additionally, Owner may grant or dedicate any easement, right or other interest in, to, on, under or over the Access Easement Area which does not unreasonably interfere with the Access Easement without obtaining the consent of SANDAG.

Notwithstanding the foregoing, Owner shall have the right, from time to time (1) to designate an alternative Access Easement Area and access route for ingress and egress ("Alternative Access Easement Area") for the Access Easement and (2) to relocate the Access Easement to the Alternative Access Easement Area at the sole cost and expense of Owner. Any Alternative Access Easement Area designated by Owner (i) must provide a direct pedestrian and vehicular access route of ingress and egress from the main driveway onto Owner's property from the public right-of-way known as Nobel Drive to the Project station.

Resolution No. 2018-05
56141589.v7
adjacent to Owner’s property, the related Project parking structure and any other adjacent and nearby Project facilities, including without limitation any other Project-related permanent easements and/or permanent easement areas located on Owner’s real property and/or any other Project-related facility or facilities located adjacent or nearby to Owner’s real property, (ii) must be capable of being utilized in a commercially reasonable manner suitable for access, including ingress and egress purposes, including without limitation access for use and operation as well as for inspection, maintenance and repair of the Project and related improvements, facilities and appurtenances, by individuals, whether on foot and/or traveling in vehicles, including without limitation motorcycles, mopeds, scooters, automobiles, pick-up trucks, trucks, buses, vans, trailers, semis, tractors or tractor-trailers, and other passenger, maintenance and/or repair vehicles and equipment (that is, for example, the drive aisle in any Alternative Access Easement Area must be at least as wide as the drive aisle in the original Access Easement Area and there must be no turning or turning radius issues, problems or limitations in connection with the use of any Alternative Access Easement Area, taking into consideration the types of vehicles, equipment or devices that may use the Access Easement and/or the types of equipment, devices or materials that may need to access, or be needed to service, the Project or any part of it), and (iii) must be located in such a manner as to not unreasonably increase the path or convenience of travel between Nobel Drive and the Project. Any proposed change by Owner to designate an Alternative Access Easement Area shall be subject to approval by SANDAG or its successor, which approval shall not be unreasonably withheld.

In the event an Alternative Access Easement Area is created, Owner shall record a document in the County of San Diego Recorder’s Office that depicts the Alternative Access Easement Area and the substantive provisions found within this Access Easement.
II. User

PRELIMINARY

PARCEL 4

P.M. 8363
344-280-00-00
L = 39.09

E.

TRAFFIC SIGNAL ELEVATION

ELEV. TABLE

REFERENCE

STREET RESERVATION

TO CITY OF SAN DIEGO

ELEVATION: 43.04' ASH

P.M. 8363

ELEVATION: 43.04' ASH

TRAFFIC SIGNAL ELEVATION

ELEV. TABLE

REFERENCE

STREET RESERVATION

TO CITY OF SAN DIEGO

ELEVATION: 43.04' ASH

P.M. 8363

ELEVATION: 43.04' ASH

NOTE: SEE SHEETS 418 & 41C FOR EASEMENTS REQUIRED FOR STRUCTURES AND UTILITIES RESPECTIVELY FOR 8650 VILLA LA JOLLA INC.

371
UTILITY EASEMENTS

NOTE: SEE SHEETS 41A & 41B FOR ADDITIONAL PERMANENT EASEMENTS ON 8650 VILLA LA JOLLA INC.
2016-2017 TransNet Major Corridors Plan of Finance Update

Introduction

The TransNet Plan of Finance (POF) is prepared for the Major Corridors Program, which includes major highway, rail, and transit capital projects listed in the TransNet Extension Ordinance. Attachment 1 depicts the TransNet Flow of Funds, including the set-aside for the Major Corridor capital projects. In particular, the POF has focused on financing the construction of a subset of the Major Corridor programs, known as the Early Action Program (EAP) (Attachment 2).

The most recent update to the POF for the Major Corridors capital program (the 2015 POF), was approved by the Board of Directors at its January 22, 2016, meeting. The Board also received a TransNet Program and Revenue Forecast Update on December 16, 2016, and as part of that presentation, reviewed the status of all completed, underway, and future TransNet Major Corridors Program projects (Attachment 3). Draft assumptions for the 2016-2017 TransNet Major Corridors POF were presented to the Independent Taxpayer Oversight Committee (ITOC) and Transportation Committee for discussion at their March 2017 meetings.

This report includes the proposed 2016-2017 TransNet POF update based on the major revenue and construction cost assumptions discussed by the ITOC and Transportation Committee at their respective March 2017 meetings. It also includes proposed updated project cost assumptions based on the latest cost and revenue estimates and delivery schedules for TransNet EAP projects. With approval of the Road Repair and Accountability Act (Senate Bill 1 [SB 1], Beall), potential opportunities to accelerate implementation of TransNet Major Corridor projects also are presented in this report. Lastly, budget adjustments for projects along the Interstate 5 (I-5) North Coast Corridor (NCC), Interstate 805 (I-805) South Corridor, and a new TransNet Major Corridor Contingency Reserve are proposed.

Independent Taxpayer Oversight Committee

At its September 13, 2017, meeting, the ITOC recommended Board approval of the 2016-2017 TransNet POF update. While all ITOC members present conveyed their support for the overall POF update, there was one dissenting vote based on the opinion that debt issuance to advance projects provides transportation improvement benefits for current but not future taxpayers.
Discussion

Purpose of the Plan of Finance

The purpose of the TransNet POF is to provide SANDAG with a strategic tool to build a comprehensive financing strategy based upon updated project costs, delivery schedules, and revenue forecasts. As a forward-looking document, the TransNet POF assesses the financial capacity for the next five to seven years to identify opportunities to advance completion of additional capital projects in favorable economic conditions. The POF also helps assess whether there is a need to slow down, should rising project costs, decreasing revenues, or other factors result in reduced financial capacity.

Revenue Assumptions

The proposed revenues for the 2016-2017 update are based to a large extent on the draft assumptions presented to the Transportation Committee in March 2017. The 2016-2017 update includes federal program funds consistent with the Fixing America’s Surface Transportation Act, and state program funds included in the 2018 State Transportation Improvement Program (STIP) Fund Estimate adopted by the California Transportation Commission (CTC) in June 2017. For the TransNet Program, revenue estimates are consistent with the consensus-based forecast approved by the Board of Directors at its December 2016 meeting, updated to reflect FY 2017 year-end receipts.

New to this POF update is the inclusion of SB 1 revenue assumptions. This report also discusses steps that the Board should consider to maximize SB 1 funding opportunities. The TransNet Program is expected to transition from a debt-financed program to a pay-go program over the course of the next three to five years. In addition, actual costs for the Mid-Coast Corridor Transportation Infrastructure Finance and Innovation Act (TIFIA) loan that closed in June have been incorporated in the POF.

All revenue assumptions are discussed in more detail in Attachment 4.

Cost Assumptions

The POF includes cost assumptions in two broad categories. The first includes projects that already have been started, with engineering and other studies supporting their cost estimates. These cost estimates are reflected in the Board-approved SANDAG Program Budget, as amended. In addition, anticipated potential expenditures that may not yet be included in the SANDAG Program Budget, such as cost changes, potential claims, or the cost of the next phase of work for select projects also are included. The second category includes projects that have not yet been started.

In prior POF updates, cost estimates for projects not yet started were developed by escalating cost estimates from the 2004 Ordinance. Estimates provided to the Board of Directors at the December 2016 meeting were based on a different approach that also incorporated cost estimates from San Diego Forward: The Regional Plan (Regional Plan) (escalated to current year). In order to account for the maximum amount of funding capacity potentially needed, the December update used the higher of the two cost estimates available between the Ordinance and Regional Plan for each project. This same approach has been used for the proposed 2016-2017 POF.
It should be noted that the cost estimates also have been adjusted to account for anticipated higher future inflation. Although the change to the anticipated inflation rate is minor, increasing from 2.69 percent to 2.77 percent per year, the net result is an increase of between $400 and $500 million (since the December update).

All cost assumptions and proposed changes to project budgets are discussed in more detail in Attachment 5.

In order to address questions regarding cost estimates and provide improved clarity and transparency, staff believes it would be helpful to draft a policy for the Board's consideration that would guide the development and understanding of cost estimates, cost estimating methodologies, level of certainty that project cost estimates would be expected to provide at different stages of the project development process, and the appropriate project milestones at which the estimates would need to be updated.

Following the December 2016 update, staff contacted peer agencies to determine other approaches to cost estimating for long-term capital programs and, as part of the proposed updates to the 2016-2017 POF, an internal review also was conducted. Based on these reviews, it is proposed that future Board policy provide that POFs utilize a more consistent single-source approach based on cost estimates from the next update of the Regional Plan, which currently is under way.1

The policy also would describe the level of certainty that an estimate should be expected to provide, for example, depending on whether it is a planning level estimate, a design-level estimate, or an estimate based on a contractor's bid. Staff will bring these draft policy statements to the Transportation Committee and the Board of Directors later this year for consideration.

**Overview of Plan of Finance Results**

The total cost to complete the Major Corridors Program looking forward from FY 2018 to FY 2048 is estimated to be between $25.6 and $30.2 billion (in year of expenditure dollars), including about $4.8 billion in estimated debt service. To pay for this, at this time approximately $24.2 to $31.5 billion in revenues is anticipated to be available:

- $5.9 to $6.5 billion is anticipated to come from TransNet.
- $3.5 to $3.7 billion is anticipated from existing grants, debt financing proceeds, and state and federal formula revenue streams programmed in the four-year Regional Transportation Improvement Program.
- $14.8 to $21.3 billion in anticipated future year funds would complete the Program, described briefly below:
  - A significant portion of these future year funds ($8.5 to $11.7 billion) are anticipated to come from existing sources, including state and federal formula funds (e.g., STIP, Regional Surface Transportation Program [RSTP], Congestion Mitigation and Air Quality [CMAQ]), as well as

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1 It is estimated that using a single-source approach based solely on the Regional Plan would have resulted in a total Capital Program cost estimate that was approximately $2.7 billion lower than that reported in December 2016.
from state and federal competitive programs (currently these would include SB 1 Solutions for Congested Corridors, SB 1 Trade Corridors Enhancement, Cap-and-Trade, and others).

- Approximately $3.3 to $5 billion in new, future sources that would generate revenue levels similar to SB 1 are anticipated, assumed beginning in 2030.

- Lastly, approximately $3 to $4.6 billion in new, future funds from legislation to address changes in technology and other initiatives are anticipated, also beginning in 2030. While the latter two estimates are subject to actions by the State Legislature, Congress or voters, it is reasonable to assume these revenues given the historical funding increases (i.e., approval of about a half dozen new programs or fund sources since 2000).

Table 1 summarizes these revenues and costs. What these figures mean is that going forward, SANDAG overall would need to maintain an approximate 1 to 3.4 ratio; for every TransNet dollar raised, approximately 3.4 dollars in outside funds would have to be identified as matching funds to complete the remaining projects. This kind of leverage ratio is in the realm of what the agency has achieved in the past 30 years.

**Table 1: Summary of Costs and Revenues Needed to Complete Remaining TransNet Major Corridors Projects**

<table>
<thead>
<tr>
<th>Year of Expenditure ($Billions)</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>COSTS (2018-2048) ($20.8B to $25.4B)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital Costs</td>
<td>16.1</td>
<td>22.6</td>
<td>23.1</td>
</tr>
<tr>
<td>Anticipated Debt Service Total Costs ($25.6B to $30.2B)</td>
<td>5.9</td>
<td>5.2</td>
<td>4.8</td>
</tr>
<tr>
<td>Total Costs ($26.6B to $30.2B)</td>
<td>$22.0</td>
<td>$27.8</td>
<td>$27.9</td>
</tr>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. TransNet Funds (2018-2048) ($5.9B to $6.5B)</td>
<td>7.5</td>
<td>6.3</td>
<td>6.2</td>
</tr>
<tr>
<td>2. Programmed Grants, State and Federal Formula Funds; Anticipated Debt Financing Proceeds, TIFIA loan ($3.6B to $3.7B)</td>
<td>4.1</td>
<td>4.0</td>
<td>3.6</td>
</tr>
<tr>
<td>3. Additional funds from formula funds, including RSTP, CMAQ, STIP ($4.2B to $5.2B)*</td>
<td>4.7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Additional funds from competitive sources, including SB1 Congested Corridors, SB1 Trade Programs, Federal INFRA and others ($4.3B to $6.5B)*</td>
<td>5.4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Additional funds from future legislation similar to Road Repair and Accountability Act in 2017 ($3.3B to $5.0B)*</td>
<td>10.4</td>
<td>17.5</td>
<td></td>
</tr>
<tr>
<td>6. Additional funds from future legislation to address changes in technology, and other initiatives ($3.0B to $4.6B)*</td>
<td></td>
<td></td>
<td>3.8</td>
</tr>
<tr>
<td>*Additional Revenues Subtotal ($14.8B to $21.3B)</td>
<td></td>
<td></td>
<td>$18.1</td>
</tr>
<tr>
<td>Total Revenues ($24.2B to $31.5B)</td>
<td>$22.0</td>
<td>$27.8</td>
<td>$27.9</td>
</tr>
</tbody>
</table>

**Level of Certainty**

Lower

Higher

*Note: The change in costs between 2015 and 2016 is due to a change in the cost methodology approach, incorporating the more conservative cost estimates between the ordinance escalated cost or RTP escalated cost.*
Debt-financing as a tool to advance completion of projects, in particular large capital-intensive ones, is expected to be phased out over the next four to five years, transitioning to a pay-go approach to fund projects. This could mean that implementation of large corridor projects may need to be completed over longer periods of time to allow the region to save up sufficient funding. Alternatively, these large corridor projects also could be implemented in segments, addressing Board-approved priority areas. Regardless, a substantial portion of the funds available in the future will be competitive in nature, requiring initial investments in environmental and preliminary engineering activities to form a strategic, steady stream of competitive projects. As the program transitions from debt-financed to pay-go, potential Board options to implement remaining TransNet projects include funding one or two projects at a time, or implementing a more staggered or “accordion” approach, where work is accelerated or slowed down depending on funding availability.

A significant new tool to advance project implementation in this new pay-go environment is the Road Repair and Accountability Act, commonly known as SB 1, that was signed into law by Governor Brown in late April 2017. Attachment 6 provides a summary of the law’s provisions, but in short, the law is estimated to raise about $54 billion over the next decade for statewide transportation projects and programs. This new fund source will provide substantial, long-term funding for a variety of transportation programs. Its impact will be larger than the voter-approved Proposition 1B, which raised nearly $20 billion statewide through the issuance of bonds, because it is permanent and not a one-time source of funds, and because for the first time, it indexes the gas tax to inflation to prevent erosion of its purchasing power. The state has a new website, rebuildingca.ca.gov, that provides information regarding the various programs, including specific projects programmed with these funds.

While about two-thirds of the funds in SB 1 are intended for “Fix-It First” projects on the state and local road system, as well as for transit agencies, the law also provides significant funds for freight and congested transportation corridors, placing special emphasis on multi-modal solutions. It also would augment funds for transit and active transportation projects. The POF assumes that a significant share of these new funds would directly supplement TransNet and other existing regional funds to implement current TransNet EAP projects.

At this time, the CTC is developing program guidelines for the freight and congested corridors competitive programs, in anticipation of issuing calls for projects in late 2017 or early 2018. For other programs the CTC earlier provided near term estimates of funding capacity. Staff will be presenting programming proposals to the Board for the 2018 STIP in October and November 2017.

From FY 2018 to FY 2025, the POF estimates that between $560 and $840 million in new funding capacity from SB 1 competitive programs could be available. This funding would be used to advance construction of EAP projects currently in design or earlier phases, and to begin the environmental and preliminary engineering for non-EAP TransNet projects. The wide range is indicative of the greater uncertainty associated with securing funding through competitive programs, where regional projects will need to compete with others statewide for funding. However, in previous competitive programs, the San Diego region has successfully competed for funding, often securing more than what it would get if these funds were distributed on a formula basis. For instance, the San Diego region competed very successfully under the Proposition 1B Corridor Mobility Improvement Account program, which in many ways is a predecessor to the SB 1 Solution for Congested Corridors program, capturing about 16 percent of the available funds in the initial call for projects in 2007 (as compared to a typical formula share of about 7.4% under the STIP) for the I-5 High Occupancy Vehicle lane and
Interstate 15 Managed Lane projects. The NCC program of projects is expected to be a strong competitor in the future SB 1 calls for projects.

Beyond addressing the budget needs of projects currently under way, SB 1 provides opportunities for other corridors where some preliminary engineering work already has been completed and where projects could be under construction within two to three years once full funding for the final design phase is identified.

**TransNet Program Budget Adjustments**

There are several budget adjustments proposed as part of this TransNet POF update. In summary, proposed expenditure plan increases for the I-5 NCC High Occupancy Vehicle (HOV) Lane Extension to State Route 78, I-805 South Soundwalls, and a new Major Corridor Contingency Reserve project total approximately $459 million. Attachment 5 provides more details regarding the reasons for these changes. Attachment 7 provides a project-by-project look at all TransNet EAP projects and proposed expenditure plan changes. Attachment 9 provides additional detail regarding the proposed amendments to the FY 2018 Program Budget.

Below is a brief description of the proposed FY 2018 Program Budget amendments:

- **TransNet Major Corridors Program Contingency Reserve (1200199)** – This is a new program-level reserve account proposed to be created to manage unidentified risks to the TransNet Major Corridors Program. Pending Board approval, upon closing of the proposed State Route 125 refinancing, the TransNet loan used to acquire the facility will be paid back, and these TransNet revenues would fund the Program Contingency Reserve. The level of the Contingency Reserve would be reviewed annually and adjusted based on risk level and size of the construction program. At this time, it is considered prudent to set and fund the Contingency Reserve at $54 million.

- **Interstate 805 (I-805) South Soundwalls (1280515)** – This is an existing EAP project. The updated project cost estimate incorporates the construction costs for soundwalls along I-805 from Telegraph Canyon Road to Bonita Road. The current estimate for this phase is $20 million, bringing the current budget from $18.289 million to $38.289 million. The $20 million increase is proposed to be funded by federal dollars ($16.289 million), matched with TransNet funding ($3.711 million), or 80 percent federal/20 percent TransNet.

- **Interstate 5 (I-5) North Coast: 2 High Occupancy Vehicle (HOV) Lanes (1200504)** – This is an existing EAP project, which is proposed to be split into four separate Capital Improvement Projects (CIPs) (1200504, 1200509, 1200510, and 1200511). Staff proposes that funding for the I-5 NCC be sourced from a combination of the 2018 STIP programming cycle, the upcoming SB 1 Congested Corridors and Freight programs, and other regional funds; however, recommends deferring adding any funds until these calls for projects and programming cycles conclude later this fiscal year.

Staff is scheduled to present draft programming proposals to the Transportation Committee for the 2018 STIP beginning in October, followed by the Board in November. It currently is anticipated that proposals for the competitive SB 1 Congested Corridors and Freight programs will be brought to the Board for review and approval in late 2017. The I-5 NCC is considered a model of integration in developing large, multi-modal transportation corridors, and is therefore considered a very competitive project. Assuming project proposals are successful in the statewide competitions, budget
adjustments for the I-5 NCC would be brought to the Board for review and approval upon notification by the CTC of grant awards.

**Debt Service and Loan Assumptions**

To finance the EAP, SANDAG has issued bonds on five previous occasions. The POF includes debt service costs associated with TransNet Major Corridor EAP bonds issued in 2008, 2010, 2012, 2014, and 2016; anticipated Bond Anticipation Notes (BANs), Grant Anticipation Notes (GANs), a locked-in TIFIA loan to support the Mid-Coast Project, and future bond issuances to continue the advancement of the EAP.

A major cost-saving action accomplished in June 2017 was the closing of a TIFIA loan for the Mid-Coast Project. The interest for this nearly $538 million loan, which in previous POF models had been assumed to carry a minimum interest of 3.25 percent, was locked in at 2.72 percent, resulting in significant long-term savings as compared to the previously assumed rate.

**Capital Planning and Financing Needs**

Staff has worked with Public Financial Management, Inc. (PFM), the SANDAG financial advisor, to optimize the funding and financing strategy to best deliver the TransNet Capital Program through 2048. In its current form, the proposed 2016-2017 POF demonstrates the financial feasibility to continue meeting the TransNet capital needs and to deliver the EAP projects. The PFM memorandum (Attachment 8) provides additional detail to the POF, summarizes the capital costs estimates and current SANDAG debt portfolio, and estimates the timing of the next anticipated financing. An analysis of the anticipated debt service associated with all existing and planned financings shows that over the next few years, the following program-related debt-financings would occur:

- Approximately $560 million in short-term BANs to fund near-term expenses between FY 2018 and FY 2021 associated with the Mid-Coast Project. These BANs would be paid with proceeds from the TIFIA loan anticipated in FY 2021 for which the interest rate already has been locked in.

- Approximately $295 million in GANs to fund near-term expenses between FY 2018 and FY 2021 associated with the Mid-Coast Project. These GANs would be paid with anticipated Full Funding Grant Agreement appropriations between FY 2021 and FY 2026.

- Approximately $70-$80 million in sales tax bonds to support other TransNet Major Corridor projects between FY 2018 and FY 2022.

**Next Steps**

Draft programming proposals for the 2018 STIP will be brought to the Transportation Committee and the Board in October 2017. Draft programming proposals for other SB 1 programs are anticipated to be brought to the Transportation Committee and the Board in late 2017 or early 2018.

KIM KAWADA
Chief Deputy Executive Director
Attachments: 1. TransNet Flow of Funds Chart
2. Map - TransNet Early Action Program – June 2017
3. Status of TransNet Major Corridor Program Projects Table
6. Summary of Senate Bill 1 Programs and Assumptions
7. TransNet Early Action Program Budgets, 2016-2017 Plan of Finance
8. PFM Memorandum Dated September 13, 2017
9. Proposed Budget Amendments for CIPs
   a. TransNet Major Corridors Program Contingency Reserve (CIP Project No. 1200199)
   b. I-805 South Ultimate Soundwalls (CIP Project No. 1280515)
   c. I-5 HOV Birmingham to Palomar (CIP Project No. 1200504)
   d. I-5 San Elijo Bridge Replacement (CIP Project No. 1200509)
   e. I-5 HOV Carlsbad (CIP Project No. 1200510)
   f. I-5 Ramp Meters (CIP Project No. 1200511)

Key Staff Contacts: José A. Nuncio, (619) 699-1908, jose.nuncio@sandag.org
                  Ray Major, (619) 595-5668, ray.major@sandag.org
                  Susan Huntington, (619) 595-5389, susan.huntington@sandag.org
                  Allan Kosup, Caltrans, (619) 688-3611, allan.kosup@dot.ca.gov
Flow of Funds—FY09 to FY48

Total Annual 1/2% Sales Tax Receipts (Net of BOE Fees)

1 %
Up to 1% to SANDAG for Administration

$250,000
ITOC Activities (with CPI adjustment)

2 %
Bicycle, Pedestrian & Neighborhood Safety Program

Net Annual Revenues

38 %
Major Corridor Capital Projects

4.4 %
Major Corridor Project EMP

1.8 %
Local Project EMP

2.1 %
Smart Growth Incentive Program

29.1 %
Local Street & Road Formula Funds**

16.5 %
Transit Services

8.1 %
New Major Corridor Transit Operations

2.5 %
Specialized Services for Seniors & Disabled (ADA)

3.25 %
Senior Grant Program

94.25 %
Pass/Subsidies/Operations/Capital Per SRTP

Major Project Mitigation

Economic Benefit Fund

Local Project Mitigation

75%* 25%* 20%* 80%*

90.3%* 9.7%*

50% Match For State/Fed Funds

Financing Costs

Percentage/Dollar distribution specified in Ordinance

* Percentages based on 2002 dollar estimates in TransNet Extension Ordinance and Expenditures Plan

** Formula Distribution to local jurisdictions based 2/3 on population and 1/3 on maintained road miles with a $50,000 base per jurisdiction.
TransNet Early Action Program
June 2017

1. SR 76: Widen highway
2. SR 52: Widen and extend highway
3. Mid-Coast:
   - Transit: Old Town-UCSD
   - Transit: UTC SuperLoop Rapid
   - I-5/I-8 west to north connector
   - I-5/Genesee Ave interchange
4. I-15:
   - HOV/Express Lanes
   - Transit: Rapid 235
   - Escondido-Downtown San Diego
   - Transit: Rapid 237
   - Rancho Bernardo-Sorrento Valley
5. I-805:
   - HOV/Express Lanes
   - Transit: Otay Mesa-Downtown San Diego
   - Transit: Otay Mesa-Sorrento Valley
   - SR 94 HOV Lanes Alternative Analysis
6. North Coast:
   - I-5 HOV/Express Lanes
   - Coastal rail double-tracking
7. SPRINTER: Oceanside-Escondido light rail
8. Blue and Orange Line Trolley:
   - Low-floor vehicles
   - Station upgrades
9. Mid-City Rapid:
   - Transit: Downtown San Diego-SDSU
10. Goods Movement:
    - South Line rail upgrades
    - SR 905
    - SR 905/SR 125/SR 11 connector
11. SR 94/SR 125:
    - South to east connector

Highway Projects
- Completed
- Under Construction
- Preliminary Engineering

Transit Projects
- Completed
- Under Construction
- Preliminary Engineering
- Light Rail Line
<table>
<thead>
<tr>
<th>Ordinance Project No.</th>
<th>Route/Facility</th>
<th>From</th>
<th>To</th>
<th>Existing</th>
<th>Improvement</th>
<th>Completed/Under Construction</th>
<th>In Development</th>
<th>Future Project</th>
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<tbody>
<tr>
<td>1</td>
<td>I-15</td>
<td>SR 163</td>
<td>SR 56</td>
<td>8F</td>
<td>8F+4ML/MB</td>
<td>✔</td>
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<tr>
<td>2</td>
<td>I-15</td>
<td>Centre City Parkway</td>
<td>SR 78</td>
<td>8F</td>
<td>8F+4ML</td>
<td>✔</td>
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<tr>
<td>3</td>
<td>I-15</td>
<td>SR 94</td>
<td>SR 163</td>
<td>6F/8F</td>
<td>8F+2HOV</td>
<td></td>
<td>✔</td>
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<tr>
<td>4</td>
<td>HOV 2 HOV</td>
<td>I-15</td>
<td>SR 78</td>
<td>--</td>
<td>East to South, North to West</td>
<td>Project Study Report Complete</td>
<td></td>
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</tr>
<tr>
<td>5</td>
<td>HOV 2 HOV</td>
<td>I-15</td>
<td>SR 94</td>
<td>--</td>
<td>South to West, East to North</td>
<td>Alternatives Analysis and DED in Progress</td>
<td>✔</td>
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</tr>
<tr>
<td>6</td>
<td>SR 94</td>
<td>I-5</td>
<td>I-15</td>
<td>8F</td>
<td>8F+2HOV</td>
<td></td>
<td>Alternatives Analysis and DED in Progress</td>
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</tr>
<tr>
<td>7</td>
<td>Rapid 235</td>
<td>Escondido Transit Center</td>
<td>Downtown San Diego</td>
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<td><em>Rapid service from Escondido to Downtown San Diego</em></td>
<td>✔</td>
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<tr>
<td>8</td>
<td>Rapid 237</td>
<td>Rancho Bernardo</td>
<td>UC San Diego</td>
<td>--</td>
<td><em>Rapid service from Rancho Bernardo area to UC San Diego area via Mira Mesa</em></td>
<td>✔</td>
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<td></td>
</tr>
<tr>
<td>9*</td>
<td>I-805</td>
<td>SR 905</td>
<td>SR 54</td>
<td>8F</td>
<td>8F+2HOV</td>
<td>2HOV from Palomar Street to SR 54 Complete</td>
<td>✔</td>
<td>2HOV, Palomar Street to SR 905</td>
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<td>Ordinance Project No.</td>
<td>Route/Facility</td>
<td>From</td>
<td>To</td>
<td>Existing</td>
<td>Improvement</td>
<td>Completed/Under Construction</td>
<td>In Development</td>
<td>Future Project</td>
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<tr>
<td>10</td>
<td>I-805</td>
<td>SR 54</td>
<td>I-8</td>
<td>8F</td>
<td>8F+4ML</td>
<td>✅ 2HOV from SR 54 to SR 94 Complete</td>
<td></td>
<td>✅ 2ML, SR 54 to SR 94 4ML, SR 94 to I-8</td>
</tr>
<tr>
<td>11</td>
<td>I-805</td>
<td>Mission Valley Viaduct</td>
<td>8F</td>
<td>8F+4ML</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>I-805</td>
<td>I-8</td>
<td>I-5</td>
<td>8F</td>
<td>8F+4ML</td>
<td>✅ 2HOV from SR 52 to I-5 Complete</td>
<td></td>
<td>✅ 2ML, SR 52 to I-5 4ML, I-8 to SR 52</td>
</tr>
<tr>
<td>13</td>
<td>I-805/SR 54 Interchange improvements</td>
<td>East to South</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>14</td>
<td>South Bay <em>Rapid</em></td>
<td>Otay Mesa</td>
<td>Downtown San Diego</td>
<td>--</td>
<td><em>Rapid</em> service from Otay Mesa to Downtown, using I-805/SR 94 HOV/managed lane facilities, including new stations and direct access ramps</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>SR 94</td>
<td>I-805</td>
<td>I-15</td>
<td>8F</td>
<td>8F+2HOV</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td><em>Rapid</em> 680 via I-805/I-15/SR 52</td>
<td>San Ysidro</td>
<td>Sorrento Mesa</td>
<td>--</td>
<td>Builds one new station; uses DARs and stations built by routes <em>Rapid</em> 235 and South Bay <em>Rapid</em></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ordinance Project No.</td>
<td>Route/Facility</td>
<td>From</td>
<td>To</td>
<td>Existing</td>
<td>Improvement</td>
<td>Completed/Under Construction</td>
<td>In Development</td>
<td>Future Project</td>
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<tr>
<td>17</td>
<td>SR 52</td>
<td>I-15</td>
<td>I-805</td>
<td>6F</td>
<td>6F+2HOV</td>
<td></td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>18</td>
<td>HOV 2 HOV</td>
<td>I-805</td>
<td>SR 52</td>
<td>--</td>
<td>West to North, South to East</td>
<td></td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>19</td>
<td>I-5</td>
<td>SR 905</td>
<td>SR 54</td>
<td>8F</td>
<td>8F+2HOV</td>
<td></td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>20</td>
<td>I-5</td>
<td>SR 54</td>
<td>I-8</td>
<td>8F</td>
<td>8F+2HOV</td>
<td>✓ I-5/I-8 IC improvements Complete; I-5/Genesee IC Under Construction; I-5/Gilman Drive Bridge Under Construction</td>
<td>✓ I-5/Genesee IC In Design</td>
<td>✓</td>
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<tr>
<td>22</td>
<td>Blue Line Trolley Improvements</td>
<td></td>
<td></td>
<td></td>
<td>Conversion to low-floor vehicles, enhanced stations, signal upgrades, extended platforms, grade separations in Chula Vista</td>
<td>✓ Conversion to low-floor vehicles, enhanced stations, signal upgrades, platforms extensions Complete</td>
<td>✓ Conversion to low-floor vehicles, enhanced stations, signal upgrades, platforms extensions Complete</td>
<td>✓ Grade Separations</td>
</tr>
<tr>
<td>23</td>
<td>Mid-Coast</td>
<td>Old Town</td>
<td>UC San Diego/UTC</td>
<td>--</td>
<td>Extension of light rail transit from Old Town Transit Center to UTC via I-5 and UC San Diego</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Ordinance Project No.</td>
<td>Route/Facility</td>
<td>From</td>
<td>To</td>
<td>Existing</td>
<td>Improvement</td>
<td>Completed/Under Construction</td>
<td>In Development</td>
<td>Future Project</td>
</tr>
<tr>
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<tr>
<td>24</td>
<td><em>SuperLoop</em></td>
<td>UTC</td>
<td>UC San Diego</td>
<td>--</td>
<td>Signal priority, queue jumper lanes, other arterial improvements, vehicles, stations</td>
<td>✓</td>
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<td></td>
</tr>
<tr>
<td>25</td>
<td>I-5/I-805</td>
<td>Merge</td>
<td>16F</td>
<td>16F+4ML</td>
<td></td>
<td></td>
<td>✓</td>
<td>✓</td>
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<tr>
<td>26</td>
<td>I-5</td>
<td>SR 56</td>
<td>Leucadia Boulevard</td>
<td>8F</td>
<td>8F+4ML</td>
<td><strong>✓</strong> 2HOV from SR 56 to Manchester Avenue Complete</td>
<td>✓ 2HOV Manchester Avenue to Leucadia Boulevard In Design</td>
<td>✓ 2ML, SR 56 to Leucadia Boulevard</td>
</tr>
<tr>
<td>27</td>
<td>I-5</td>
<td>Leucadia Boulevard</td>
<td>Vandegrift Boulevard</td>
<td>8F</td>
<td>8F+4ML</td>
<td><strong>✓</strong> San Elijo Lagoon Bridge Under Construction</td>
<td>✓ 2HOV from Leucadia Blvd to SR 78 In Design</td>
<td>✓ 2ML, Leucadia to SR 78 4ML, SR 78 to Vandegrift Boulevard</td>
</tr>
<tr>
<td>28</td>
<td>HOV 2 HOV</td>
<td>I-5</td>
<td>I-805</td>
<td>--</td>
<td>North to North, South to South</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>29</td>
<td>FWY 2 FWY</td>
<td>I-5</td>
<td>SR 56</td>
<td>--</td>
<td>West to North, South to East</td>
<td>✓ FED Complete</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>FWY 2 FWY</td>
<td>I-5</td>
<td>SR 78</td>
<td>--</td>
<td>West to South, South to East</td>
<td>✓ Technical Studies in Progress</td>
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<td>Ordinance Project No.</td>
<td>Route/Facility</td>
<td>From</td>
<td>To</td>
<td>Existing</td>
<td>Improvement</td>
<td>Completed/Under Construction</td>
<td>In Development</td>
<td>Future Project</td>
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<td>-----------------------------------------------------------------------------</td>
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<tr>
<td>31</td>
<td>COASTER/Rapid Improvements</td>
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<td>--</td>
<td>Corridor transit improvements that would include some combination of projects from the following: COASTER: vehicles, station improvements including parking, double tracking and other improvements, Del Mar tunnel; and Rapid (El Camino Real/I-5): vehicles, stations, signal priority and other arterial improvements along El Camino Real, DARs on I-5 south from Encinitas</td>
<td>✅ 67% double tracked</td>
<td>✅ Various locations in design</td>
<td></td>
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<tr>
<td>32</td>
<td>SR 52</td>
<td>I-15</td>
<td>SR 125</td>
<td>4F</td>
<td>6F+2ML (Reversible)</td>
<td>✅ 3rd lane added from I-15 to Mast Boulevard</td>
<td></td>
<td>✅ 2ML, I-15 to SR 125</td>
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<tr>
<td>33</td>
<td>SR 52</td>
<td>SR 125</td>
<td>SR 67</td>
<td>--</td>
<td>4F</td>
<td>✅</td>
<td></td>
<td></td>
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<tr>
<td>34</td>
<td>SR 94/SR 125 Interchange</td>
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<td></td>
<td></td>
<td>West to North, South to East</td>
<td>✅</td>
<td></td>
<td>✅ FED for South to East Connector Complete</td>
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<tr>
<td>Ordinance Project No.</td>
<td>Route/Facility</td>
<td>From</td>
<td>To</td>
<td>Existing</td>
<td>Improvement</td>
<td>Completed/Under Construction</td>
<td>In Development</td>
<td>Future Project</td>
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<tr>
<td>35</td>
<td>SR 94</td>
<td>SR 125</td>
<td>Steele Canyon</td>
<td>4F/4C-2C</td>
<td>Widen to six-lane freeway from SR 125 to Avocado Boulevard and provide four-lane conventional highway from Avocado Boulevard to Steele Canyon</td>
<td></td>
<td></td>
<td>✓</td>
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<tr>
<td>36</td>
<td>SR 94/SR 125</td>
<td>I-805</td>
<td>I-8</td>
<td>8F</td>
<td>8F+2HOV</td>
<td></td>
<td></td>
<td>✓</td>
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<tr>
<td>37</td>
<td>Orange Line Trolley Improvements</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>Conversion to low-floor vehicles, enhanced stations, signal upgrades, extended platforms</td>
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<td></td>
<td>✓</td>
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<td>38</td>
<td>SR 54/SR 125</td>
<td>I-805</td>
<td>SR 94</td>
<td>4F+2/6F</td>
<td>Widen to provide a continuous 6F+2HOV Facility</td>
<td></td>
<td></td>
<td>✓</td>
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<tr>
<td>39</td>
<td>SR 67</td>
<td>Mapleview Street</td>
<td>Dye Road</td>
<td>2C</td>
<td>4C - to be constructed with environmental enhancements</td>
<td></td>
<td></td>
<td>✓</td>
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<tr>
<td>40</td>
<td>I-8</td>
<td>Second Street</td>
<td>Los Coches</td>
<td>4F</td>
<td>6F</td>
<td></td>
<td></td>
<td>✓</td>
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<tr>
<td>41</td>
<td>SR 78</td>
<td>I-5</td>
<td>I-15</td>
<td>6F</td>
<td>6F+2HOV</td>
<td>✓ SR 78/Nordahl Road IC Improvement Complete</td>
<td></td>
<td>✓</td>
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<td></td>
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<td></td>
<td>Project Study Report Complete</td>
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<tr>
<td>Ordinance Project No.</td>
<td>Route/Facility</td>
<td>From</td>
<td>To</td>
<td>Existing</td>
<td>Improvement</td>
<td>Completed/Under Construction</td>
<td>In Development</td>
<td>Future Project</td>
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<tr>
<td>42</td>
<td>SPRINTER/Rapid</td>
<td>Improvements</td>
<td>--</td>
<td>Corridor transit improvements that would include some combination of projects from the following: SPRINTER - double tracking, North County Fair extension, some grade separations; and Rapid (Palomar Airport Road) - vehicles, signal priority and other arterial improvements; builds 18 stations</td>
<td>✓ SPRINTER Complete</td>
<td></td>
<td>✓ Double-tracking, North County Fair Extension</td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>SR 76</td>
<td>Melrose Drive</td>
<td>I-15</td>
<td>2C</td>
<td>4C - Mission Road to I-15 segment to be constructed with environmental enhancements</td>
<td>✓</td>
<td></td>
<td></td>
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<tr>
<td>44</td>
<td>SR 56</td>
<td>I-5</td>
<td>I-15</td>
<td>4F</td>
<td>6F</td>
<td></td>
<td></td>
<td>✓</td>
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<tr>
<td>45</td>
<td>Mid-City Rapid 215</td>
<td>SDSU</td>
<td>Downtown San Diego</td>
<td>--</td>
<td>Rapid 215 Service from SDSU to Downtown San Diego, including signal priority, queue jumper lanes and stations</td>
<td>✓</td>
<td></td>
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<tr>
<td>46</td>
<td>SR 75/SR 282</td>
<td>Glorietta Boulevard</td>
<td>Alameda Boulevard</td>
<td>--</td>
<td>Tunnel Construction Match Only</td>
<td></td>
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<td>✓</td>
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<tr>
<td>47</td>
<td>Border Access Improvements</td>
<td>Miscellaneous improvements to enhance access in the border area</td>
<td>--</td>
<td>Construction Match</td>
<td>✓</td>
<td></td>
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<tr>
<td>48**</td>
<td>SR 125</td>
<td>SR 905</td>
<td>SR 54</td>
<td>4-lane toll road from SR 905 to SR 54</td>
<td>✓</td>
<td></td>
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<tr>
<td>Ordinance Project No.</td>
<td>Route/Facility</td>
<td>From</td>
<td>To</td>
<td>Existing Improvement</td>
<td>Completed/Under Construction</td>
<td>In Development</td>
<td>Future Project</td>
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<td></td>
<td></td>
<td>19</td>
<td>40%</td>
<td>60%</td>
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</tbody>
</table>

**TOTAL**

**NOTES**

* Regional Transportation Commission Ordinance CO-12-01 removed two reversible HOV lane improvements on I-805 from SR 54 to SR 905
** Regional Transportation Commission Ordinance CO-12-01 added Project No. 48

**LEGEND**

C - Conventional Highway Lane
DAR - Direct Access Ramp
DED – Draft Environmental Document
F - General Purpose Freeway Lane
FED – Final Environmental Document
FWY - Freeway
HOV - High Occupancy Vehicle Lane
I - Interstate Highway

IC - Interchange
ML - Managed Lane
SDSU – San Diego State University
SR - State Route
UC San Diego – University of California, San Diego
UTC – Westfield University Towne Centre

Projects in development means project development work, including technical studies, project study reports, environmental document or design has begun or been implemented
The assumptions for the Plan of Finance (POF) include federal funding consistent with the Fixing America’s Surface Transportation (FAST) Act. For the TransNet Program, two forecasts (short-term and long-term) are incorporated into the POF. The short-term, five-year forecast is based on the latest estimate for the next five years approved by the Board of Directors on February 24, 2017. This five-year forecast typically is provided for the use of transit operators’ budgets, but also serves as the basis for the short-term estimate. The long-term forecast is for the period after the end of the five-year forecast through the end of TransNet in 2048. The long-term forecast is the revised, long-term TransNet Program and Revenue Forecast, also known as the consensus forecast, approved by the Board of Directors on December 16, 2016.

It should be noted that all revenues presented in this report are in year of expenditure dollars. What this means is that they are shown as they would be collected or expended in a future year, without the adjustment for inflation that would occur if revenues were shown in constant year dollars.

While the bidding environment remains competitive (still ranging from four to six bidders per job), the Engineering News Record Los Angeles construction cost index rose 4.3 percent from July 2016 to July 2017, the largest rise since 2009. SANDAG uses a ten-year moving average of this index to escalate costs into the future, and this ten-year average is 2.77 percent for the next year, up from 2.69 percent last year.

Some assumptions presented in March to the Independent Taxpayer Oversight and Transportation Committees have been updated. In April 2017, the Governor signed into law Senate Bill 1 (SB 1, Beall), which provides a significant amount of funding for transportation on an ongoing basis. SB 1 creates several new transportation funding programs, some of which are similar to programs funded under Proposition 1B. SB 1 also restores funding to the State Transportation Improvement Program (STIP) which was reduced in 2016.

Below is a side-by-side comparison of the proposed assumptions discussed in March and updated assumptions for the proposed 2016-2017 POF. Given the inherent uncertainty associated with forecasting long-term financial revenue and cost assumptions, a range is provided where appropriate.

**Sales Tax Revenue Forecast – Short Term**

<table>
<thead>
<tr>
<th></th>
<th></th>
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<tbody>
<tr>
<td>Amount</td>
<td>$530 million – $585 million</td>
<td>$551 million – $609 million</td>
</tr>
<tr>
<td>Revenue Growth Rates (annual rates of change)</td>
<td>2.62% – 4.19%</td>
<td>3.33% – 4.19%</td>
</tr>
</tbody>
</table>

As mentioned above, short-term revenues are based on the latest short-term revenue forecast approved by the Board of Directors. At its February 24, 2017, meeting, the Board of Directors approved high and low ranges of plus and minus 5 percent for the short-term forecast. The mid-point of the range is used for financial capacity analysis. Short-term growth rates are applied to the last actual year of sales tax collection (for example, the proposed POF applies the growth rate for FY 2018.
to the actual sales tax collection amount in FY 2017). This approach ensures that the revenue estimates are grounded on actual receipts.

Sales Tax Revenue Forecast – Long Term

<table>
<thead>
<tr>
<th></th>
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<th></th>
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</thead>
<tbody>
<tr>
<td>Amount</td>
<td>$5.5 billion – $6 billion</td>
<td>$5.4 billion – $5.9 billion</td>
</tr>
<tr>
<td>Revenue Growth Rates (annual rates of change)</td>
<td>3.73% – 4.07%</td>
<td>3.73% – 4.07%</td>
</tr>
</tbody>
</table>

The methodology for estimating long-term sales tax revenue uses a consensus of three nationally-recognized forecasts. This methodology was presented to and approved by the Board of Directors in December 2016. The consensus forecast forms the basis for the long-term revenue estimate for the POF update. As with the 2015 POF, the proposed 2016-2017 POF update also would apply the long-term growth rates from the consensus forecast to the last year of the short-term forecast to ensure a continued grounding of the forecast on actual receipts.

The overall amount assumed for TransNet revenues, including the short- and long-term estimates for the proposed POF is approximately between $5.9 billion and $6.5 billion in year of expenditure dollars.

State and Federal Matching Revenues – Programmed and Reasonably Committed

<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Amount</td>
<td>$1.85 billion</td>
<td>$1.66 billion</td>
</tr>
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</table>

State and federal matching funds include Regional Surface Transportation Program (RSTP), Congestion Mitigation and Air Quality (CMAQ), STIP, Proposition 1B, Cap-and-Trade, and Federal Discretionary (such as TIGER funds), among others. The POF includes funding programmed in the 2016 Regional Transportation Improvement Program (RTIP), which covered FY 2017 to FY 2021, as well as funds that are reasonably assumed to be available beyond the 2016 RTIP, such as the Full Funding Grant Agreement (FFGA) for the Mid-Coast Corridor Transit Project.

The proposed POF reflects estimates made available by the FAST Act, including anticipated apportionments provided by the Federal Highway Administration (FHWA) and Caltrans for RTIP programming purposes, as well as revenues received through state competitive processes, such as cap-and-trade funds for the Los Angeles-San Diego-San Luis Obispo (LOSSAN) rail corridor during 2016.

Programmed and reasonably committed funds have a high degree of certainty to be available for projects. However, changes in legislative or administrative policies or actions may still affect the timing and amount of these funds. Changes to anticipated programming amounts are reported to
the Board of Directors through RTIP amendments, and their impact on project delivery is assessed through updates to the POF.

State and Federal Matching Formula Revenues – Anticipated

<table>
<thead>
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<tbody>
<tr>
<td>Amount</td>
<td>$5.9 billion – $7.3 billion</td>
<td>$4.2 billion - $5.2 billion</td>
</tr>
<tr>
<td>Percent Share Dedicated to TransNet Major Corridors</td>
<td>90%</td>
<td>90%</td>
</tr>
</tbody>
</table>

State and Federal Matching Formula Revenues anticipated to occur beyond those that already have been programmed include STIP, RSTP, and CMAQ funds. The estimated growth rates have been updated since they were presented in March. Long-term growth rates were reviewed for reasonableness by the FHWA and Federal Transit Administration (FTA) as part of their review of assumptions in the Regional Transportation Plan (RTP). The proposed POF includes a change to the RSTP and CMAQ periodic adjustments associated with adoption of congressional transportation acts, resulting in a net decrease of assumed RSTP and CMAQ revenues. The POF also proposes a change to the STIP because the passage of SB1 restored previous STIP reductions and provides stable funding for the future.

The assumptions presented in March and the proposed 2016-2017 POF rely on historical growth to estimate future revenues, as well as changes in law. Given the long-term time horizon, assumptions for these revenue sources will continue to be reviewed and refined as part of updates to future POF’s and the Regional Plan.

The 2015 POF included a Board-approved assumption that 90 percent of the anticipated formula funds listed above would be designated to match TransNet funds for Major Corridors projects. The remaining 10 percent would be used for region-wide programs such as the vanpool and 511 Program, which help the region implement its Sustainable Communities Strategy. The 90 percent set-aside has been reviewed by the Board of Directors annually and held fairly constant for several years, though the Board of Directors has previously approved levels ranging from 86 to 94 percent since the beginning of the implementation of the TransNet Extension. The 2016-2017 POF proposes the same 90 percent set-aside. A high and low range of 10 percent plus and minus is considered in the POF, with the Estimate mid-point amount used for financial capacity purposes. The higher 10 percent plus or minus range reflects a higher degree of uncertainty regarding the long-term reliability of the estimate, particularly regarding adequate long-term funding of the Highway Trust Fund, which Congress has not yet addressed.

State Route 125 Toll Revenues

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>Amount</td>
<td>$66.4 million</td>
<td>$62.2 million</td>
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</table>
The 2015 POF accounted for continued loan repayments to the TransNet Program related to the State Route 125 South Bay Expressway (SR 125) acquisition. The Board of Directors is scheduled to consider a proposed bond issuance which would re-pay the TransNet Program the remaining loan amount and eliminate the annual payments from the toll road at the September 22 meeting. The proposed 2016-2017 POF assumes a lump sum repayment in FY 2018 of about $62 million, and a discontinuation of the annual loan payments after FY 2018.

**Bonds, Bond Anticipation Notes, Grant Anticipation Notes, and Commercial Paper**

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<tr>
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<tbody>
<tr>
<td>Amount</td>
<td>$1.25 billion – $1.38 billion</td>
<td>$923 million – $1.02 billion</td>
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</table>

The 2015 POF assumed structured debt that includes existing sales tax bonds, grant anticipation notes (GANs), and bond anticipation notes (BANs). Existing sales bonds are the bonds issued by SANDAG in 2008, 2010, 2012, 2014, and 2016 backed by sales tax collections that have served to advance completion of the TransNet Early Action Program (EAP) projects, such as Interstate 15 (I-15) Express Lanes, State Route 52 Extension, and Blue and Orange Line Modernization. BANs are lower-interest, short-term notes anticipated to be issued in the next two years for near-term expenses associated with the Mid-Coast Corridor Transit Project and paid back in about 2019 with the proceeds of the longer-term, higher-interest Transportation Infrastructure Finance and Innovation Act (TIFIA) loan. GANs are bonds that would be issued in the next few years to pay for expenses associated with the Mid-Coast project, that would be paid over time with future appropriations of the Mid-Coast $1.043 billion FFGA. As a reminder, the Mid-Coast FFGA, though approved, will be allocated to SANDAG in annual amounts of approximately $100 million, through about 2026. This means that some construction expenses for the Mid-Coast Corridor Transit Project will need to be covered between now and 2021 when the project opens to users with funds other than FFGA revenues. GANs will provide this source of funds and be paid back with FFGA revenues as they are appropriated after 2021.

A higher degree of pay-go construction payments on the Mid-Coast Corridor Transit Project is assumed, leading the proposed POF to have lower anticipated borrowing needs in the next few years. A high and low range of plus and minus 5 percent is included in the projection, reflecting a higher degree of certainty.

**Transportation Infrastructure Finance and Innovation Act Loan**

<table>
<thead>
<tr>
<th>Item</th>
<th>March Proposed TransNet Major Corridors POF FY 2021</th>
<th>Current Proposed TransNet Major Corridors POF FY 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount</td>
<td>$571 million</td>
<td>$538 million</td>
</tr>
</tbody>
</table>
The 2015 POF included an assumption of a TIFIA loan for the Mid-Coast Corridor Transit Project. The secured TIFIA loan allows SANDAG to finance the project at the lowest possible cost with flexible terms and conditions, which is essential to delivering other projects identified within the TransNet Program on time and within budget. Perhaps more importantly, the TIFIA loan provides additional financial flexibility that would support additional near-term TransNet project completions, including those along the LOSSAN and I-5 North Coast Corridor. The proposed 2016-2017 POF also includes an assumption of TIFIA financing, though updated to reflect the maximum amount available based on the project cost and funding plan as approved in the FFGA for the Mid-Coast Corridor Transit Project executed in September 2016 and the TIFIA loan executed on June 27, 2017. The TIFIA loan closed at an interest rate of 2.72 percent.

**Other Revenues**

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<tr>
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<tbody>
<tr>
<td>Amount</td>
<td>$375 million – $415 million</td>
<td>$315 million – $355 million</td>
</tr>
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</table>

The TransNet Ordinance includes funding for the Environmental Mitigation Program (EMP). In order to accelerate the economic and environmental benefits associated with the EMP and facilitate the environmental clearance of Major Corridor Program projects, the Board of Directors approved a loan from the Major Corridor Program to the EMP. Both the 2015 POF and proposed 2016-2017 POF include an assumption for other revenues, including loan repayment from the EMP, as well as various interest earnings.

**Senate Bill 1 Revenues**

<table>
<thead>
<tr>
<th>Item</th>
<th>Current Proposed TransNet Major Corridors POF FY 2018 – FY 2048</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount</td>
<td>$4.3 billion - $6.5 billion</td>
</tr>
</tbody>
</table>

The proposed 2016-2017 POF includes an assumption for infrastructure-focused initiatives historically approved by voters and legislative bodies. The amount assumed previously corresponded to a measure equivalent to Proposition 1B occurring approximately once every ten years, with increases to account for inflation. The passage of SB 1 creates an opportunity to update assumptions related to this revenue source. SB 1 funds are assumed to be available beginning in 2017. Many of the new SB 1 programs will be competitive rather than formula. Assumed revenues are based on previous Proposition 1B shares received in programs similar to the SB 1 programs. The range reflects a plus or minus 20 percent range from the mid-point estimate. The higher 20 percent plus or minus range reflects a higher degree of uncertainty regarding competitiveness of the projects.
Future Voter-Approved, Statewide Initiatives or Federally-Approved Infrastructure Plans

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</thead>
<tbody>
<tr>
<td>Amount</td>
<td>$3.1 billion – $3.8 billion</td>
<td>$3.3 billion - $5 billion</td>
</tr>
</tbody>
</table>

As stated above, the POF has included an assumption for infrastructure-focused initiatives historically approved by voters and legislative bodies. This assumption is consistent with the Regional Plan, and was reviewed by the FHWA and FTA as part of their revenue assumption reasonableness review of the RTP, which they approved. There are multiple examples over the past three decades of voters approving major infrastructure-focused funding initiatives, and it is reasonable to assume that voters will continue to exhibit a high degree of interest and support for these initiatives. Examples over the past three decades include: The Passenger Rail and Clean Air Bond Act (Proposition 108) of 1990, the Traffic Congestion Relief Act (Proposition 42) of 2000, the Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act (Proposition 1B) of 2006, and the California High-Speed Rail Act (Proposition 1A) of 2008. There also are several examples of state and federal government passed infrastructure initiatives, including the American Recovery and Reinvestment Act of 2009, the Road Repair and Accountability Act of 2017 (SB 1) and various other programs such as Cap-and-Trade (state) and TIGER (federal).

The amount assumed previously corresponded to a measure equivalent to Proposition 1B occurring approximately once every ten years, with increases to account for inflation. In order to account for the fact that the next such initiative has not yet been approved, the first year these funds are assumed begins several years into the future. The main reasons are two-fold: first, the 2016 RTIP, which includes programming through FY 2021, may only include funding that has been approved or is reasonably committed; and, second, the Board of Directors has considered its EAP to extend approximately five to seven years into the future (through FY 2023 in the case of the upcoming POF), and has considered it prudent to fund project work with funding that is programmed or reasonably committed. The March assumption included a range between $3.1 and $3.8 billion starting in 2024.

The assumption in this current POF is updated and based on revenues from a future fund source similar in size and scope to SB 1, starting in 2030 and includes a range between $3.3 and $5 billion. This range reflects a plus or minus 20 percent range from the mid-point estimate. The higher 20 percent plus or minus range reflects a higher degree of uncertainty regarding the long-term reliability of the estimate, given that competition for SB 1 funds has not yet occurred to demonstrate a record of awards. This uncertainty is partially offset by having the initial year begin in 2030.

The assumption of future voter-approved statewide initiatives or federally-approved infrastructure plans represents an assumption with a large degree of uncertainty regarding its scope, amount, and timing. For this reason, no funds from this assumption are assumed in the near term with 2030 being the first year of this assumption. Despite the inherent uncertainty associated with this type of assumption, given the focus voters and legislative bodies have historically and repeatedly placed on infrastructure funding, it is an assumption that is consistent with past practice for the RTP.
Potential New Fund Sources

<table>
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<tr>
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</thead>
<tbody>
<tr>
<td>Amount</td>
<td>$4 billion – $5 billion</td>
<td>$3 billion – $4.6 billion</td>
</tr>
</tbody>
</table>

As technological changes accelerate and a combination of automated, electric, and other technologies are implemented, new fund sources may be approved. SB 1 includes increases to Vehicle License Fees, in part to offset the decreases in gas tax revenues from an increasing share of alternative fuel vehicles on the road. Likewise, the state is exploring implementation of a Road Usage Charge that could raise revenues through a Vehicle-Miles-Traveled structure. The anticipated proliferation of automated vehicles is likely to pose additional challenges and infrastructure demands to the existing and planned surface transportation network. It is reasonable to assume that new, long-term, stable revenue sources will be developed and implemented to address these demands.

In order to maintain a conservative, short-term financial capacity assessment, it also is reasonable and prudent to assume that these new sources are more likely to be developed in the mid- to long-term. A new source that would provide, starting in 2030 through 2048, approximately $3 billion to $4.6 billion, is assumed and would be needed to fully fund the POF. This assumption would be consistent with and within the estimates provided in the Board-approved RTP.

Leveraging of TransNet and Regional Formula Funds for Competitive Funds

Approximately $4.8 billion in debt service is included in the POF. Of this amount, approximately $3.9 billion is associated with debt service paid for with TransNet funds, and the remaining $0.9 billion is associated with debt service paid for bond proceeds or federal funds. This results in approximately $2.3 billion in TransNet funds that are available on a cash basis for Major Corridor projects. Adding these TransNet funds to the anticipated future formula funds, bond proceeds and other funds (approximately $6.5 billion), the resulting $8.8 billion in TransNet and Regional Formula non-competitive funds would help leverage the anticipated $13.4 billion in competitive and future sources, at an approximate 1 to 1.5 ratio.

In summary, the total range of revenues assumed for the proposed POF is approximately $24.2 billion to $31.5 billion in year of expenditure dollars.
2016-2017 TransNet Plan of Finance Update – Project Cost Assumptions

The Plan of Finance (POF) includes cost assumptions in two broad categories. The first includes projects that already have been started, with engineering and other studies supporting their cost estimates. These cost estimates are reflected in the Board-approved SANDAG Program Budget, as amended. In addition, anticipated potential expenditures that may not yet be included in the SANDAG Program Budget, such as cost changes, potential claims, or the cost of the next phase of work for select projects are also included. The second category includes projects that have not yet been started.

As discussed at the December 2016 Board meeting, cost estimates for project that have not yet been started in previous POF updates had been derived by escalating cost estimates from the 2004 TransNet Extension Ordinance. Estimates provided to the Board of Directors at the December 2016 meeting used a different method that also incorporated cost estimates from San Diego Forward: The Regional Plan (escalated to current year). In order to account for the maximum amount of funding capacity potentially needed, the December update used the higher of the two cost estimates available between the Ordinance and Regional Plan for each project. This same approach has been used for the proposed 2016-2017 POF.

Attachment 7 summarizes the project cost estimates used in the proposed 2016-17 TransNet POF update for current Early Action Program (EAP) projects and the funded-through phases proposed, including preliminary engineering, environmental, design, ready-to-advertise, and construction. The proposed 2016-17 TransNet POF update incorporates the most recent project cost estimates for projects in the EAP.

Construction Cost Assumptions

The long-term escalation rate is developed by updating the ten-year rolling average of the Engineering News Record (ENR) growth index. The ENR is an industry standard that provides construction cost index information. The long-term escalation rate is not intended to portray a stable construction cost environment. Historically, the construction cost index has varied significantly, with annual increases and decreases in excess of 10 percent. The long-term escalation rate is intended to provide a reasonable assumption of the average rates of change over an extended period of time. At this time, a reasonable range would be between 2.3 percent and 3.32 percent, calculated by taking the largest increase (and decrease) of the ten-year moving average with the estimate used for the proposed POF at 2.77 percent, an increase over the 2.69 percent assumed in March 2017. Although the change to the anticipated long-term escalation rate is relatively minor, the net result is an increase of between $400 and $500 million (since the December update).

While a moderate uptick in construction costs is anticipated in 2017, the bidding environment has remained competitive with an average of 5.5 bidders per job, compared to 3 to 4 bidders per job during 2005-2007, when the rate of increase of construction costs was at its highest. During the economic recession (2007-2010) when costs were at their lowest, the average number of bidders per job averaged eight to ten bidders. The construction industry continues to recover and is indicating normal prices escalation moving forward. The cost escalation assumptions used in the proposed 2016-2017 TransNet POF reflect these trends.
The current approved budget for the Major Corridors EAP is $6.8 billion. The proposed 2016-2017 TransNet POF incorporates additional funding capacity ($458.9 million) to account for updated project costs, bringing the cost estimate for Major Corridors EAP projects in the POF to slightly more than $7.2 billion. To account for variances from the approved Program Budget, budget amendments for the projects below are proposed as follows:

- **TransNet Major Corridors Program Contingency Reserve (1200199)** – This is a new program-level reserve account proposed to be created to manage unidentified risks to the TransNet Major Corridors Program. The value of the account is based on a risk assessment and the status of projects, and will be updated annually. Previously, the TransNet capital program relied on its ability to issue debt to address unforeseen items not covered by the individual project budgets. As the TransNet capital program transitions out of this debt-financed approach to a pay-go basis, it is prudent to establish a contingency reserve based on the size and level of risk associated with the construction program to address unforeseen issues. It is important to note that, consistent with previous practice to adjust project’s budgets to address unforeseen issues, any proposals to increase project’s budgets above the delegated authority with funds from the Contingency Reserve would be brought to the Transportation Committee and Board of Directors for review and approval. The Contingency Reserve would be funded from proceeds of the State Route 125 Refunding. Pending Board approval, the State Route 125 Refunding will pay back a TransNet loan used to acquire the facility, and these TransNet revenues would fund the Contingency Reserve. The level of the Contingency Reserve would be reviewed annually and adjusted based on risk level and size of the construction program. At this time, it is considered prudent to set and fund the Contingency Reserve at $54 million.

- **Interstate 805 (I-805) South Soundwalls (1280515)** – This is an existing EAP project. The updated project cost estimate incorporates the construction costs for soundwalls along I-805 from Telegraph Canyon Road to Bonita Road. This project is being constructed as mitigation for the I-805 South Express Lanes Project. The current estimate for this phase is $20 million, bringing the current budget from $18.289 million to $38.289 million. The $20 million increase is being funded by federal dollars ($16.289 million), matched with TransNet funding ($3.711 million), or 80 percent Federal/20 percent TransNet.

- **Interstate 5 (I-5) North Coast: 2 High Occupancy Vehicle (HOV) Lanes (1200504)** – This is an existing EAP project, which is proposed to be split into four separate Capital Improvement Projects (CIPs) (1200504, 1200509, 1200510, and 1200511). The updated cost to complete the first package of highway projects being constructed through the 40-year North Coast Corridor (NCC) Program is $859.7 million, which is $384.9 million over the current budget. Details explaining the current status of the projects and the upcoming phases of work are described in further detail below.

**Phase 1 North Coast Corridor**

The North Coast Corridor (NCC) Program is a multi-modal package of transportation, environmental, and coastal access projects from La Jolla to Oceanside. The highway portion of the NCC Program (known as the I-5 NCC Project) ultimately will construct 27 miles of 4 express lanes from La Jolla Village Drive in the City of San Diego to Harbor Drive in the City of Oceanside.
Phase 1 of the I-5 NCC Project includes the extension of the existing two HOV lanes (one in each direction) from Manchester Avenue to State Route 78 (SR 78) and the replacement of the San Elijo Lagoon Bridge.

In late 2016, construction began on the first segment of Phase 1. This first segment includes two HOV lanes from Lomas Santa Fe Drive to Birmingham Drive, the reconstruction of the I-5 San Elijo Lagoon Bridge, a bike trail and a multi-use facility (CIP 1200509). The HOV lanes and San Elijo Bridge reconstruction portion are anticipated to take four years to construct and were awarded with a construction cost of $251 million. Total anticipated cost of this segment, including design, is approximately $355.5 million, with total available funding of approximately $331.4 million.

The design of segment 2 (construction of two HOV lanes and soundwalls from Birmingham Drive to Palomar Airport Road) is approximately 90 percent complete and could begin construction by early 2019, pending funding (CIP 1200504). Estimated construction cost of this segment is $270 million. Total anticipated cost of this segment, including design, is approximately $369.6 million, with total available funding of approximately $135.8 million.

The final segment of Phase 1 (construct two HOVs and soundwalls from Palomar Airport Road to SR 78) has an estimated construction cost of $112 million (CIP 1200510). A portion of design has been completed with environmental phase and cost estimating, however, the overall design for this segment has not yet begun. Construction of this segment could begin in 2018 pending funding. Total cost of this segment is anticipated to be approximately $127.3 million, with total available funding of approximately $314,000.

The first portion of the I-5 to be completed was the installation of ramp meters along the I-5 from Birmingham Drive to North of Encinitas Boulevard (CIP 1200511). This project was fully funded, all in prior years, in the amount of approximately $7.3 million. The project is being separated as its own CIP to show the costs and funding associated with the installation of ramp meters. It now is closed out and will not be included in the FY 2019 Program Budget.

### Summary of Phase 1 NCC Segment Tasks, and Funding Needs

<table>
<thead>
<tr>
<th>Segment</th>
<th>Status</th>
<th>Budget Need ($millions)</th>
<th>Funded Amount ($millions)</th>
<th>Funding Need ($millions)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 2 HOV's and San Elijo Lagoon Bridge, Lomas Santa Fe Drive to Birmingham Drive (1200509)</td>
<td>Under Construction</td>
<td>$355.5</td>
<td>$331.4</td>
<td>$24.1</td>
</tr>
<tr>
<td>2. 2 HOV's Birmingham Drive to Palomar Airport Road (1200504)</td>
<td>Design 90% Complete</td>
<td>$369.6</td>
<td>$135.8</td>
<td>$233.8</td>
</tr>
<tr>
<td>3. 2 HOV's, soundwalls, Palomar Airport Road to SR 78 (1200510)</td>
<td>Early Design Complete</td>
<td>$127.3</td>
<td>$0.3</td>
<td>$126.9</td>
</tr>
<tr>
<td>4. I-5 Ramp Meters (1200511)</td>
<td>Complete</td>
<td>$7.3</td>
<td>$7.3</td>
<td>$0</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$859.7</td>
<td>$474.8</td>
<td>$384.9</td>
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</tbody>
</table>
The current total cost estimate for Phase 1 is approximately $859.7 million with a resulting funding shortfall of approximately $384.9 million at this time. Total amount funded remains at $474.8 million.

All three segments of the HOV lane project, including LOSSAN San Elijo Lagoon Double Track Project (funded separately) and the restoration of the San Elijo Lagoon (funded separately by the EMP), will be constructed through a Caltrans Construction Manager/General Contractor (CM/GC) procurement similar to the Mid-Coast procurement. This allows for construction to be fast tracked as additional funds are identified.

Several factors have contributed to the current funding shortfall.

1) Cost Volatility - Original allocation was priced in 2010 at the low point of the recession with an anticipated begin construction date of 2013. Since then prices have recovered to pre-recession levels. Additionally, localized market conditions have significantly impacted items such as excavation and concrete.

2) The original allocation in 2010 was prior to completion of the environmental process. Subsequent discussion with the public, impacted cities, California Coastal Commission and resource agencies lead to an evolution of the project scope. Additional elements were needed to integrate environmental, community, and coastal access features, including:
   a. Replacing and lengthening lagoon bridges to improve the health of the lagoons
   b. Additional Bike/Pedestrian Connectivity Improvements such as North Coast Bike trail and removing historical coastal access barriers at Encinitas, Santa Fe, and San Elijo Lagoon
   c. Enhanced aesthetic treatments to incorporate community character into the structural elements of the project
   d. Preservation of coastal agricultural land

3) Original allocation was based on preliminary design (25%) prior to completion of engineering studies on underground elements such as foundations, utilities, and addressing constructability constraints.

To address these funding needs Caltrans and SANDAG have developed the following strategies to deliver integrated, shovel ready projects that are well positioned for new funding opportunities.

Strategies include:

1. Improve cost certainty through:
   • Additional completed design
   • Completed coastal and resource agency permits
   • Utilizing contractor constructability expertise through a CM/GC procurement
   • Preliminary construction cost estimates by the CM/GC
   • Awarding the segment (Segment 1 - San Elijo Bridge Replacement) with the greatest pre-construction price uncertainty

2. Design the project so that the improvements can be easily delivered to match level of new available funding
Regional Bikeway Program Early Action Program

The current approved budget for the Regional Bikeway Program EAP is $216.6 million, and the proposed 2016-2017 TransNet POF does not propose any additional capacity. SB 1 will distribute funding to Active Transportation Program (ATP) projects. At its July meeting, the Board discussed submittal of the SANDAG Inland Rail Trail project for the 2017 ATP Augmentation call for projects. This project builds one additional mile in the City of Vista. At its September 15, 2017, meeting, the Transportation Committee recommended that the Board of Directors recommend the California Transportation Commission fund the San Diego Regional ATP Augmentation projects, which includes the Inland Rail Trail project.
Senate Bill 1 (SB 1) (Beall, 2017) or the Road Repair & Accountability Act of 2017 was signed by the Governor in late April 2017. This legislation is estimated to increase state revenues for transportation infrastructure system by an average of $5.2 billion annually. Although program guidelines, funding distribution criteria and other parameters remain to be determined, at this time it is appropriate to expect that the impact to completion of TransNet projects likely is to be significant. The fact that the revenue stream is a permanent source and adjusted for inflation over time means that the TransNet Program will be able to rely on state programs to a longer and greater extent to complete all projects. Strategic use of TransNet can help the region secure a greater share of these dollars.

In the initial five to seven-year cycle, projects in a more advanced state of readiness are more likely to more successfully compete for available revenues, potentially reaching several hundreds of millions of dollars. For subsequent cycle updates, the region will need to prioritize projects to complete environmental and preliminary engineering phases to position them for future dollars. It should be noted that as the TransNet Program transitions to a pay-go basis of funding its capital program, the timing of these phases of work will need to coincide with funding availability.

A high-level summary of SB 1 transportation programs is presented below:

While a significant portion of the revenues, over 60 percent, are focused on “fix-it first” programs for state highways, local street and roads, and transit, the remaining portion of the revenues will provide a steady stream of revenues for projects that are included in TransNet, including transit, highway, and active transportation capital projects. The California Transportation Commission (CTC), working in collaboration with regional agencies, Caltrans, and the California State Transportation Agency, is developing program guidelines and has set as its goal to have all programs underway, with initial programming and initial grants awarded, by spring 2018.

While a lot of details remain to be determined, staff has included in this Plan of Finance (POF) preliminary estimates of what the region could receive from these new programs as SB 1 implementation moves forward. Below are brief program descriptions, potential impacts to the TransNet Program, and staff's initial estimates:

**State Transportation Improvement Program (STIP):** This formula program has been a key source for matching funds for the TransNet Major Corridors program, including funding for the Interstate 5 (I-5), Interstate 15 (I-15), State Route 52, and COASTER rail corridors. Although the program has shrunk in recent years, with $40 million removed in the past year, it is anticipated that between $1.3 and $1.6 billion will be available through 2048. The 2018 STIP cycle, which will cover FY 2019 to FY 2023, has begun with the release of the Draft Fund Estimate by the CTC at its June 2017, meeting. SANDAG staff expects to bring analysis and programming recommendations to the Transportation Committee and Board of Directors beginning in October/November 2017.

CTC staff anticipates between $144 and $177 million in programming capacity to be available within the regional component of the STIP during the five-year cycle for San Diego. Additional interregional STIP funds also may be available. TransNet projects that are potentially good candidates for the 2018 STIP cycle include I-5 North Coast Corridor (NCC) construction, State Route 94/State Route 125 (SR 125) Interchange design, and I-15/State Route 78 (SR 78) High Occupancy Vehicle lane connectors environmental clearance, among others.
Solutions for Congested Corridors Program: This new program builds on the legacy of Proposition 1B, and expands its scope to address congested corridors by incorporating transportation, environmental, and community access improvements in heavily-congested travel corridors. It is anticipated that the North Coast Corridor (NCC) will be a highly-competitive corridor. Other heavily-traveled corridors that remain in the TransNet Ordinance also would be competitive in future cycles. Analysis of the legislation indicates that substantial components of the program will be managed on a competitive basis. Assuming that over time the region would get a similar share of previous equivalent statewide programs (between 8% and 10%), the proposed POF assumes that between approximately $1.4 and $1.7 billion would be available through 2048. The NCC Program is an excellent candidate to compete for this program. In fact, SB 1 specifically identified the NCC Program, which includes multi-modal options, environmental enhancements, and community access, as a model to be supported by this program.

Trade Corridors Enhancement Program: This new program also builds on the legacy of Proposition 1B with a program dedicated to freight corridors, including highway, rail, and maritime infrastructure. Locally, this program supported access improvements to the Port of San Diego, as well as completing key freight infrastructure such as State Route 11 (SR 11), State Route 905 (SR 905), and the rail freight corridor in Chula Vista and San Ysidro, and along the NCC used by Burlington Northern and Santa Fe Railroad. Moving forward, this program also is anticipated to be managed on a competitive basis. Additional transportation access improvements at land and seaports, as well as freight corridors along the NCC and others are anticipated to compete well for this new program. Assuming that over time the region would get its historical share of similar past statewide programs (between 8% and 10%), the POF assumes that approximately between $1.7 and $2.1 billion would be available through 2048.

Transit and Intercity Rail Capital Program and the Commuter Rail and Intercity Rail Programs: Both programs may offer an opportunity to fund additional capital improvements along the Coaster corridor. If over time the region would get a similar share as previous statewide programs (STIP Intercity Rail, for example), the POF assumes that approximately between $690 and $850 million would be available through 2048. Projects along the trolley, Rapid, SPRINTER, and COASTER all are potentially good candidates.

Local Partnership Program: This new program, a continuation of previous programs that existed in the 1990’s and under Proposition 1B, seeks to match local funds that have been raised specifically for transportation, similar to TransNet. Although not yet clear what the distribution of these funds will be, whether competitive, formula, or a combination of these, assuming the distribution of funds is approximate to its historical share in the most recent version of this program, the POF includes $420 to $520 million in funds through 2048. Assuming a sales tax match will be required, projects that are funded with TransNet likely are to be good candidates, thus stretching the value of the sales tax.

State Highway Operations and Protection Program (SHOPP): This program is managed by Caltrans and is dedicated mainly to preservation of the state’s highways and bridges. A portion of the SHOPP, however, may be allocated to operational improvement projects, including auxiliary lanes, connector improvements, and others that indirectly support the TransNet Program. Past examples of this include previously-funded connector improvements at I-5/Interstate 8, SR 905/SR 125/SR 11, auxiliary lane improvements along I-15 and SR 78 and other operational improvements such as the widening of State Route 67 near the Dye Road intersection. A modest assumption of revenues from the SHOPP is assumed in the POF, equating to between $450 and $560 million through 2048. This
assumption is equivalent to approximately 5 percent of the funds San Diego County is anticipated to receive over time. Operational improvement projects along TransNet corridors funded in partnership with Caltrans, where regional funds can leverage SHOPP funds, likely are to be good candidates.

**Active Transportation Program (ATP):** SB 1 will supplement existing state and federal funds and enlarge the program. It is anticipated that the existing competitive programs, both at the state and regional levels, will continue, but with a larger pot of funds. SANDAG and local agencies have both been successful at competing for these funds for regional and local bicycle and pedestrian projects. The POF assumes a similar rate of success for SANDAG projects as has been exhibited, on average, in the past four ATP cycles. This would result in funding for the program of approximately $160 to $200 million through 2048. At this time, approximately a dozen active transportation projects are completing the environmental and preliminary engineering phases. These projects will be in a more advanced readiness status, therefore more likely to compete successfully for construction funds. The region also may wish to consider advancing additional projects through the environmental phase to develop a set of projects that can compete for subsequent funding cycles in later years.

### Summary of Potential SB 1 Fund Sources for the San Diego Region:

<table>
<thead>
<tr>
<th>SB 1 Program</th>
<th>Near Term: Through 2025 ($millions)</th>
<th>Full Term: 2018 through 2048 ($billions)</th>
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<tr>
<td>State Transportation Improvement Program</td>
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<td>Solutions for Congested Corridors</td>
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<td>$1.4 - $1.7</td>
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<td>Trade Corridors Enhancement Program</td>
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<td>Transit and Intercity Rail Capital, Commuter Rail, and Intercity Rail Programs</td>
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<td>State Highway Operations and Protection Program</td>
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<td>Active Transportation Program</td>
<td>$20 – $25m</td>
<td>$0.16 – $0.2</td>
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</table>

**Exhibit A. SB 1 Sources of Revenue**

**Gasoline Taxes:**

- Base Excise Tax: Increase of 12 cents per gallon, to 30 cents, and adjusted for inflation beginning in 2020. Revenues of approximately $2.2 billion annually.
- Swap Excise Tax: Adjust the price-based tax from 9.8 cents per gallon to 11.7 cents in July 2017, and 17.3 cents on July 2019, adjusting for inflation beginning in 2020. Revenues of approximately $300 million annually.

**Diesel Taxes:**

- Swap Sales Tax: Adjust the diesel-specific sales tax rate from 1.75 percent to 5.75 percent. Revenues of approximately $350 million.
Vehicle Taxes and Fees:

- Transportation Improvement Fee: New vehicle charge for transportation infrastructure, based on value of the vehicle, ranging from $25 dollars for vehicles worth below $5,000, to $175 for those $60,000 and above. Revenues of approximately $1.7 billion annually.
- Zero-Emission Vehicle Registration Fee: New $100 registration fee for zero-emission vehicles only. Revenues of approximately $19 million annually.

The legislation creates a series of formulas to distribute the revenues from the new taxes and fees to different transportation programs and purposes. Below is a summary of the investments and amounts that would be designated statewide:

State Highway Programs:

- Maintenance and Rehabilitation: $1.9 billion annually.
- Capacity Expansion: $33 million annually to the STIP.

Local Streets and Roads Programs:

- Maintenance and Rehabilitation: $1.7 billion annually, including $200 million annually for state local partnership program for those jurisdictions that have enacted developer fees or voter-approved taxes dedicated specifically to transportation.
- Capacity Expansion: $100 million annually to the STIP, can be used for transit projects as well.

Transit Programs:

- State Transit Assistance Program: $355 million annually, can be used for either operations or capital programs.
- Transit and Intercity Rail Capital Program: $300 million annually, competitive program to fund transit and rail capital programs, including intercity, commuter, urban rail, and bus projects.
- Commuter Rail and Intercity Rail: $44 million annually, can be used for commuter and intercity rail operations and capital improvements.

Trade and Congested Corridor Programs:

- Trade Corridor Enhancement Program: $300 million annually for corridor-based freight projects.
- Solutions for Congested Corridors Program: $250 million annually to fund projects that address transportation, environmental, and community access improvements within highly congested travel corridors.

Other Programs:

- ATP: $100 million annually to fund bicycle and pedestrian improvement projects.
- Freeway Service Patrol: $25 million annually to fund freeway service patrols that remove disabled vehicles from state highway freeways in order to mitigate traffic congestion.
- Local and Regional Planning: $25 million annually to fund local planning grants that further the state’s transportation goals.
• University Transportation Research: $7 million annually to provide funding for the University of California four transportation research centers.
• Workforce Development: $5 million annually from FY 2018 to FY 2022 to the California Workforce Development Board to assist local agencies in promoting pre-apprenticeship training programs.
• Parks and Agricultural Programs: $108 million annually, setting aside fuel taxes from off-road vehicles, boats, and agricultural vehicles for California Department of Parks and Recreation and Department of Food and Agriculture.
### TransNet Early Action Program Budgets 2017
#### Plan of Finance ($thousands)

<table>
<thead>
<tr>
<th>CIP</th>
<th>Project Name</th>
<th>Approved</th>
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<th>Variance</th>
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<td>I-15 Mira Mesa Direct Access Ramp (DAR)- Bus Rapid Transit (BRT) Station</td>
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**Total:** $1,222,432 | $1,607,332 | $384,900
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<th>CIP</th>
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<th>Funded Through</th>
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<td><strong>I-805 Corridor</strong></td>
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Preliminary Engineering (PE); Draft Environmental Document (DED); Final Environmental Document (FED); Design (DES); Construction (CON)
Ready to Advertise (RTA)
MEMORANDUM

To: SANDAG Board of Directors
From: Public Financial Management, Inc.
Re: TransNet Program Update

INTRODUCTION

Public Financial Management (“PFM”) has worked with SANDAG staff on this TransNet Program Update in an effort to optimize SANDAG’s funding and financing strategy to best deliver the TransNet capital program through 2048 under revised revenue forecasts and cost estimates.

One major change with significant impact to this TransNet Program Update is the recent passage of the Road Repair and Accountability Act (Senate Bill 1, or “SB1”) in April 2017. The funding sources approved under SB1 are estimated to raise approximately $54 billion over the next 10 years for transportation projects and programs across California. SANDAG staff has prepared preliminary estimates of potential SB1 funds and funds from potential future legislation similar to SB1 that could flow to SANDAG to support TransNet projects through 2048, and have included these new state funding estimates into the TransNet Program Update. Based on these estimates, the SB1 legislation adds about $5.4 billion in estimated state funds flowing to SANDAG through 2048.

SANDAG staff has prepared revenue and cost estimates across a range of possible outcomes. The financial model and the results are based upon the mid-point of those ranges. Importantly, the ranges indicate that these results are unknown and subject to change – particularly estimates beyond the next five years. This memorandum provides additional detail behind program capital costs and the financing strategies used to support project delivery.

CAPITAL COST ESTIMATES AND PROGRAM FUNDING NEEDS

This TransNet Program Update accounts for total costs for all TransNet Extension programs. The Major Corridors program is the most capital intensive program and is a primary focus of SANDAG staff and PFM in evaluating program needs.

The size of SANDAG’s Capital Improvement Program from FY 2018 through FY 2048 for the Major Corridors program is currently estimated at $23.1 billion. The capital cost estimates are derived from the Board-approved SANDAG Program Budget, as amended, and include costs from the agency’s long-term Regional Transportation Plan (RTP).

Over the next five years, between 2018 and 2022, total program costs for the Major Corridors program totals approximately $2.5 billion. The majority of these costs are attributable to the Mid-Coast Project and the I-5 Corridor. The remaining $20.6 billion in capital costs occur over the life of the TransNet program, years 2023 through 2048.
Project costs over the next five years have clearly identified and committed funding sources. With identified and committed funds, the TransNet Program Update includes some limited borrowing through 2021 for the Major Corridors program. After 2021, the Major Corridors program is expected to shift to a pay-go funding strategy, with no bond issuance for the Major Corridors program planned thereafter.

**Revenue Assumptions**

While projects in the Major Corridors program are funded through a wide variety of federal, state and local funding sources, there are four funding sources that comprise the majority of funding: (1) TransNet sales tax revenues, (2) pre-existing federal and state funds, (3) newly estimated state funds through the recent SB1 legislation (4) new state funding through potential legislation estimated for 2030 and thereafter. Each is briefly described here.

First, the sales tax revenue assumptions used for this TransNet Program Update are consistent with the consensus-based forecast approved at the December 2016 Board meeting. Total sales tax revenues allocated to the Major Corridors program between 2018 and 2048 is approximately $6.2 billion.

Second, “pre-existing” federal and state revenue estimates (i.e., without SB1 funding assumptions) are based on the draft assumptions presented to the Board in March 2017. The revenue update includes federal program funds consistent with Fixing America’s Surface Transportation Act (FAST Act), and state program funds included in the 2018 State Transportation Improvement Program (STIP) Fund Estimate adopted by the California Transportation Commission in June 2017. Federal and state funds – not including potential funds from SB1 – total approximately $4.7 billion between 2018 and 2048.

Third, as noted, SB1 is a new state program that will provide substantial, long-term funding for a variety of transportation programs. While about two thirds of the funds are intended for “Fix-It First” projects in the state and local road system, as well as for transit agencies, SB1 also provides significant funds for trade and congested transportation corridors. It also would augment funds for transit and active transportation projects. The TransNet Program Update assumes that a significant share of these funds would directly supplement TransNet and other existing regional funds to implement TransNet projects. Between 2018 and 2048, SB1 funds total approximately $5.4 billion. In 2030,

Fourth, given the long-term nature of the TransNet Program, SANDAG staff has developed and included assumptions regarding future revenue from potential new state legislation. Specifically, this TransNet Program Update includes assumed and estimated revenues from a future fund source similar in size and scope to SB1, beginning in 2030 and totaling $4.2 billion through 2048. While this assumption of future statewide funding initiatives is consistent with past practice for the RTP, it is also the most uncertain of the future revenues. As such, this revenue source is not part of the plan until 2030 (providing time to revisit this funding assumption), and is not part of any financing in this TransNet Program Update.

As discussed in the following section, in addition to the assumed revenues for a future statewide funding source, SANDAG will also need to identify approximately $3.8 billion in new, currently unidentified funds (separate and apart from the estimated future statewide funding beginning in 2030) to meet all costs included in this TransNet Program Update.
CAPITAL COSTS COMPARED TO ESTIMATED REVENUES

The inclusion of SB1 funds and potential future legislation as part of this TransNet Program Update has increased revenue estimates by approximately $4.2 billion (on a net basis) for the Major Corridors program through 2048. This supports significant project delivery.

Together with the increased revenue estimates, this TransNet Program Update includes complete capital cost estimates for the Major Corridor program, including total costs from the agency’s long-term Regional Transportation Plan (RTP).

Of the $23.1 billion of total capital project costs, Major Corridors’ estimated revenues can fund approximately $19.3 billion. In this context, additional revenues approved through new legislation or other initiatives, totaling $3.8 billion would be needed to fully fund the program. Furthermore, current estimates result in fund balance rising by nearly $300 million between 2018 and 2025 primarily due to unprogrammed funds – anticipated funds not yet assigned to specific projects. This means that there may be some capacity to accelerate project delivery over the next seven years.

FINANCING STRATEGIES AND CONSIDERATIONS

With near-term funding identified, SANDAG and PFM have evaluated financing strategies through 2021 to support project delivery. The majority of SANDAG’s borrowing is supported by the local sales tax revenue.

All strategies that are included in this Program Update are consistent with the San Diego County Regional Transportation Commission’s current Debt Policy (i.e., Board Policy No. 036). The broad objectives for financing strategies are the following:

- Identify low costs of borrowing
- Increase program flexibility
- Increase borrowing capacity under senior lien sales tax indenture

The financing strategies included in this TransNet Program Update are consistent with prior year recommendations. The first strategy takes advantage of a low-cost federal loan program: the federal Transportation Infrastructure Finance and Innovation Act (TIFIA) loan program. In June 2017, SANDAG closed on a $537.5 million TIFIA loan. The loan will fund a portion of the capital costs associated with the Mid-Coast Corridor Project. The loan has an interest rate of 2.72 percent and matures in 2045. The loan is currently undrawn and, in this Program Update, will remain undrawn until FY 2021. Once drawn, the loan is repayable from a third lien on TransNet revenues, and may be prepaid at any time, without penalty.

In addition to the TIFIA loan program, the TransNet Program Update also uses Bond Anticipation Notes (BANs) to provide cost effective financing for the Mid-Coast Project. The BAN financing strategy includes three issuances of BANs between 2017 and 2019 totaling approximately $560 million. The BANs are a short-term financing tool with a three to five year maturity that is repaid by proceeds from the TIFIA loan. The BANs create further program flexibility by cost-effectively delaying the initial draw on and repayment of the TIFIA loan. BANs will be issued in anticipation of draws on the TIFIA loan only if the BANs have an interest rate that is lower than the TIFIA
loan’s 2.72 percent. Currently, BANs carry a very attractive rate below 2.0 percent. These rates are subject to change and the use of BANs will be a decision made based upon market conditions in 2017 through 2019, with each specific issuance brought before SANDAG’s Board for discussion and approval at that time.

The third financing strategy is the use of Grant Anticipation Notes (GANs). The GANs would be supported and repaid by federal grant funds anticipated for the Mid-Coast Project. As such, they reduce the use of sales tax bonds and preserve the strength of the sales tax credit. The issuance of approximately $295 million in GANs in FY 2020 accelerates use of the federal grant funds expected to be received post-construction, thereby reducing the need for sales tax revenue bonds by a similar amount, and helping to maintain the strength of the sales tax credit. The GAN financing included in the TransNet Program Update is a medium-term 7-year note that provides bridge financing for the Mid-Coast Project.

The TransNet Program Update anticipates SANDAG issuing approximately $270 million in senior lien sales tax bonds between FY 2018 and FY 2023. The EMP and Bike & Pedestrian programs account for $120 million and $75 million, respectively, of the bonds. Major Corridors is expected to issue approximately $75 million bonds. This is a relatively modest amount of additional sales tax bonds in the next six years, indicating the transition from a debt financed program to more of a pay-as-you-go program.

The remaining financing needs for Major Corridors pertain to the Mid-Coast Corridor Transit Project and will be met with a $40 million draw upon the commercial paper program in FY 2021, $295 million of Grant Anticipation Notes (GANs) in FY 2020, and $560 million of Bond Anticipation Notes (BANs) between FY 2018 and 2020. The commercial paper is repaid as TransNet revenues become available in FY 2022 and FY 2023. The GANs are repaid by receipts from the Full Funding Grant Agreement and the BANs will be repaid with a draw on the TIFIA Loan.

**FINANCING RESULTS**

There are two forms of long-term borrowing in the financing strategy above: the federal TIFIA loan and the estimated $270 million of additional sales tax revenue bonds. Both are directly supported by sales tax revenues (albeit, bonds on the senior lien and TIFIA loan repayment on the third, subordinate lien). Accounting for bonds outstanding in the amount of $1.75 billion and this future anticipated borrowing, annual debt service coverage stays above 2.0x in every year. In other words, for every one dollar of debt service, SANDAG is receiving in excess of two dollars of sales tax revenue in that given year. Debt service coverage over 2.0x is considered strong by the rating agencies.

**CONCLUSION AND UPDATE SUMMARY**

SANDAG’s near-term capacity to deliver projects appears to be reasonable with identified funding. With respect to near-term financing strategies, we recommend preparing for an upcoming BAN issuance in late 2017 or early 2018 to continue funding Mid-Coast project costs. Each of the near-term financing recommendations will be brought back to ITOC, the Transportation Committee and the Board for further consideration and approval prior execution.

Despite the passage of SB1, SANDAG will need to identify appropriate federal, state, and local funding sources to complete the program, including the RTP costs. No additional debt strategies are contemplated beyond 2023.
## PROPOSED FY 18 BUDGET

### Project Number:
1200199

### RTIP Number:

### Project Name:
TransNet Major Corridors Program Contingency Reserve

### Corridor Director:
Susan Huntington

### Project Manager:
Susan Huntington

### Phone Number:
(619) 595-5389

### PROJECT SCOPE

Provide a program-level contingency reserve to manage unidentified risks to the TransNet Major Corridors Program.

### SITE LOCATION

New project based on the construction phase investments included in the FY 2018 Program Budget.

### MAJOR MILESTONES

- Draft Environmental Document: N/A
- Final Environmental Document: N/A
- Ready to Advertise: N/A
- Begin Construction: N/A
- Open to Public: N/A
- Close-Out: N/A

### PROJECT LIMITS

Regionwide

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### CALTRANS EXPENDITURE PLAN ($000)

### Prior Years FY 17 FY 18 FY 19 FY 20 FY 21 FY 22 FY 23 FY 24 FY 25 FY 26 TOTAL

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### PROJECT SCOPE

- **Site Location**: Palomar Airport Road.
- **Project Limit**: From Birmingham Drive to Palomar Airport Road.
- **Construction**: Construct two High Occupancy Vehicle (HOV) lanes in the median of I-5 in each direction and soundwalls.

### SANDAG EXPENDITURE PLAN

- **Task**: SANDAG EXPENDITURE PLAN ($000)
- **Funding Source**: FEDERAL:
- **Total**: $240,000

### CALTRANS EXPENDITURE PLAN

- **Task**: CALTRANS EXPENDITURE PLAN ($000)
- **Funding Source**: FEDERAL:
- **Total**: $240,000

### FUNDING PLAN

- **Task**: FUNDING PLAN ($000)
- **Funding Source**: FEDERAL:
- **Total**: $240,000
PROPOSED FY 18 BUDGET

Project Number: 1200509
RTIP Number: CAL09
Project Name: I-5 San Elijo Bridge Replacement
Corridor Director: Allan Kosup
Project Manager: Arturo Jacobo
PM Phone Number: 619-688-6816

PROJECT SCOPE

Construct one High Occupancy Vehicle (HOV) lane in each direction, soundwalls, bike trail, a multi-use facility, and replace the San Elijo Lagoon bridge.

SITE LOCATION

MAJOR MILESTONES

Construction of bridge and HOV lanes is 12 percent complete. Design of the bike trail and multi-use facility is at 40 percent complete.

PROJECT LIMITS

1.5 from Lomas Santa Fe Drive to Birmingham Drive.

SITE LOCATION

PROGRESS TO DATE

Construction of bridge and HOV lanes is 12 percent complete. Design of the bike trail and multi-use facility is at 40 percent complete.

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FUNDING PLAN ($000)

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# PROPOSED FY 18 BUDGET

**Project Number:** 1200510  
**RTIP Number:** CAL09  
**Project Name:** I-5 HOV Carlsbad  
**Corridor Director:** Allan Kosup  
**PM Phone Number:** 619-688-6816

## PROJECT SCOPE

Construct one High-Occupancy Vehicle (HOV) lane in each direction and soundwalls.

## SITE LOCATION

![Map of I-5 HOV Carlsbad with key points marked]

## PROGRESS TO DATE

- Design is 20 percent complete

## MAJOR MILESTONES

- Draft Environmental Document: N/A
- Final Environmental Document: N/A
- Ready to Advertise: Sep-21
- Begin Construction: Dec-21
- Open to Public: Dec-23
- Close-Out: Jun-29

## SANDAG EXPENDITURE PLAN ($000)

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## CALTRANS EXPENDITURE PLAN ($000)

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## Proposed FY 18 Budget

**Project Number:** 1200511  
**Corridor Director:** Allan Kosup  
**RTIP Number:** CAL158  
**Project Manager:** Arturo Jacobo  
**Project Name:** I-5 Ramp Meters  
**PM Phone Number:** 619-688-6816

### Project Scope
- Install ramp meters

### Site Location

![Site Location Diagram]

### Progress to Date
- Project is 100 percent completed

### Project Limits
- On I-5 from Birmingham Drive to North of Encinitas Blvd

### Major Milestones
- Draft Environmental Document: N/A
- Final Environmental Document: Mar-08
- Ready to Advertise: Jun-09
- Begin Construction: May-10
- Open to Public: May-11
- Close-Out: Jun-15

### SANDAG Expenditure Plan ($000)

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### Total SANDAG & Caltrans
- **Total SANDAG & Caltrans:** $7,313
- **Total Caltrans & SANDAG:** $8,502

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DEVELOPMENT OF 2019 SAN DIEGO FORWARD: THE REGIONAL PLAN

File Number 3102000

Introduction

SANDAG is scheduled to update San Diego Forward: The Regional Plan in October 2019. The updated plan will be known as “2019 San Diego Forward: The Regional Plan” (commonly referenced as the Regional Plan). The framework of the Regional Plan will be built around its vision, goals, and policy objectives. The plan will use these foundational elements to create an integrated set of public policies, strategies, and investments to maintain, manage, and improve the transportation system so that it meets the diverse needs of the San Diego region through 2050.

The Transportation and Regional Planning Committees provided feedback on this item at their meetings on September 1, 2017. This report includes a summary of the comments received from those committees. The Board is asked to provide feedback on revisiting the vision, goals, and policy objectives for the 2019 Regional Plan, including potential public outreach efforts.

Discussion

Vision, Goals, and Policy Objectives

The development of the vision and goals contained in the 2015 Regional Plan was based on feedback received from the Board of Directors, Policy Advisory Committees, public, local jurisdictions, focus groups, working groups, and a regionwide survey. The feedback indicated a preference for prioritizing the economy and job opportunities, maintaining and improving the transportation system, and supporting environmental preservation and healthy communities. The current vision and goals, as adopted in the 2015 Regional Plan, are illustrated on the right and the policy objectives are included below.
Policy Objectives

The policy objectives for the 2015 Regional Plan provide a broad context in which local and regional decisions can be made that foster a healthy environment, a vibrant economy, and a high quality of life for all. They also provide a framework for specific actions that the region can take to achieve the plan’s goals, realize its vision, and measure progress.

- Provide safe, secure, healthy, affordable, and convenient travel choices between the places where people live, work, and play.
- Take advantage of new technologies to make the transportation system more efficient and environmentally friendly.

- Invest in transportation projects that provide access for all communities to a variety of jobs with competitive wages.
- Build infrastructure that makes the movement of freight in our community more efficient and environmentally friendly.

- Create great places for everyone to live, work, and play.
- Connect communities through a variety of transportation choices that promote healthy lifestyles, including walking and biking.

- Focus growth in areas that are already urbanized, allowing the region to set aside and restore more open space in our less developed areas.
- Protect and restore our region’s urban canyons, coastlines, beaches, and water resources.

- Collaborate with Native American tribes, Mexico, military bases, neighboring counties, infrastructure providers, the private sector, and local communities to design a transportation system that connects to the mega-region and national network, and works for everyone and fosters a high quality of life for all.
- As we plan for our region, recognize the vital economic, environmental, cultural, and community linkages between the San Diego region and Baja California.

- Make transportation investments that result in cleaner air, environmental protection, conservation, efficiency, and sustainable living.
- Support energy programs that promote sustainability.
**Input on Public Outreach Options to Inform or Refine the Vision, Goals, and Policy Objectives**

The current vision, goals, and policy objectives are the result of the extensive public outreach effort that was conducted for the 2015 Regional Plan. In July 2017, the Board received information on the updated Public Involvement Plan (PIP) for the 2019 Regional Plan, which provides a menu of outreach options to be selected depending on the audiences and evolving circumstances. Examples of outreach practices from the updated PIP include focus groups, public opinion surveys, SANDAG Board and Policy Advisory Committee meetings, public workshops, partnership network with regional community-based organizations to reach low income and minority communities, and web-based interactive communications. Staff is seeking input if public outreach options are desired in order to revisit the Vision, Goals, and Policy Objectives for the Regional Plan update.

**Policy Committee Feedback Received**

This report was presented to the Transportation and Regional Planning Committees on September 1, 2017. Both committees recognized the breadth of outreach that was conducted to develop the vision, goals, and policy objectives for the 2015 Regional Plan and did not recommend further outreach. In summary, the committees’ discussion on the vision, goals, and policy objectives included the following feedback:

- Request to include asset management, system preservation, and state of good repair concepts in the policy objectives
- Discussion of including climate change and greenhouse gas emissions reductions in the Environmental Stewardship policy objective

**Next Steps**

Input from the Board will be incorporated into the vision, goals, and policy objectives to guide the development of the 2019 Regional Plan.

KIM KAWADA  
Chief Deputy Executive Director  

Key Staff Contact: Phil Trom, (619) 699-7330, phil.trom@sandag.org
HEPATITIS A OUTBREAK
SAN DIEGO COUNTY

Nick Yphantides, MD, MPH
Chief Medical Officer
Medical Care Services

Sayone Thihalolipavan, MD, MPH
Deputy Public Health Officer
Public Health Services
County of San Diego Health and Human Services Agency

SANDAG

September 22, 2017
All Hepatitis A Cases, San Diego County
1994 - 2017*

*Year to date. Prepared by County of San Diego, Health & Human Services Agency, Public Health Services, Epidemiology & Immunization Services, 9/18/17
<table>
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<tr>
<th>YEAR</th>
<th>LOCATION</th>
<th>METHOD OF SPREAD/SOURCE</th>
<th>#CASES</th>
<th>#HOSPITALIZATIONS</th>
<th>#DEATHS</th>
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<td>2003</td>
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<td>660</td>
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<td>2016-17</td>
<td>SAN DIEGO</td>
<td>Close Person to Person Contact</td>
<td>444</td>
<td>305 (69%)</td>
<td>16 (3.6%)</td>
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<td>2016</td>
<td>HAWAII</td>
<td>Food (Raw Scallops)</td>
<td>292</td>
<td>74 (25%)</td>
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<td>2016-17</td>
<td>MICHIGAN</td>
<td>Close Person to Person Contact</td>
<td>190 (last public update)</td>
<td>Unknown (87%)</td>
<td>10 (5.2%)</td>
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<td>2013</td>
<td>10 states</td>
<td>Food (Pomegranate Seeds)</td>
<td>165</td>
<td>71 (43%)</td>
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</table>
444 confirmed outbreak cases from 11/22/16 thru 9/14/17

- 305 (69%) hospitalizations, 16 (3.6%) deaths
- 306 (69%) male, 138 (31%) female
- Age range 5-87 (median 43)

Suspected Exposure Type

- 152 (34%) homeless and illicit drug use
- 74 (17%) homeless only
- 56 (13%) illicit drug use only
- 105 (24%) neither
- 57 (13%) unknown
Other Liver Diseases

- 64/340 (18.8%) with hepatitis C
- 18/344 (5.2%) with hepatitis B

Not included in outbreak count – 26 travel-related cases

44 cases under investigation

Epi & viral sequence linked cases in other CA counties, UT, AZ, CO
March 3: Outbreak recognized
MANAGEMENT OF HEPATITIS A OUTBREAK

- Developed an Incident Command System to manage outbreak.
- Conducted case investigations, post-exposure prophylaxis, and surveillance (includes RTFH database).
- Worked closely with DEH on possible food sources and communication to partners. No food sources identified.
- Implemented plan focused on three strategies: Vaccinate, Sanitize, Educate
- Requested CDC staffing support via CDPH on May 2nd. Two CDC epidemiologists stationed for 3 weeks.
- Met with HUD on April 18th, more recent meetings in August resulted in formal TA request and meeting on September 14th.
- Issued Directive to the City of San Diego on August 31st.
- Declared a local health emergency on September 1st.
28,235 total vaccines administered across the County as of Sept 16

- 12,874 given by County staff through field events (e.g., foot teams, mobile vans, and mass vaccination clinics), jails/detention centers, Tuberculosis Clinic, and the County Psychiatric Hospital.
- 15,159 provided by health care systems, federally qualified health centers, and pharmacists.
- 202 vaccinations provided as post exposure prophylaxis.

- Implemented comprehensive strategies such as vaccinating at jail intake, Emergency Departments, substance use disorder treatment programs, homeless service providers, and partnering with Homeless Outreach Teams.
- Sanitation of streets being conducted by City of SD
- Disinfection guidance for indoor areas
  - Food inspectors provided guidance information to operators during more than 6,200 inspections
- 3,657 hygiene kits distributed
- 45 handwashing stations placed
- 96 public restrooms available in City of San Diego
Handwashing station being used in downtown San Diego on 9/2 (Photo: San Diego Union Tribune)
City contractor cleaning a street in downtown San Diego on 9/11 (Photo: San Diego Union Tribune)
MAP OF HANDWASHING STATIONS AND PUBLIC BATHROOMS ON 211 PAGE

http://211sandiego.org/resources/health-wellness
Eight news stories, one press conference 9/19

Seven CA Health Alert Network (CAHAN) notifications about the outbreak, eighth about Immune Globulin

Partnership with 211 for general inquiries and resources

Meeting with city leadership of affected jurisdictions

Health care provider meeting 9/19

Over 57 presentations given

Flyers, FAQs, and more available on webpage: https://tinyurl.com/n8z6mf3
For more information contact:

Nick Yphantides, MD, MPH
Chief Medical Officer
County of San Diego Health and Human Services Agency

3851 Rosecrans Street
San Diego, CA 92110
Phone: (619) 692-8353
Email: Nick.Yphantides@sdcounty.ca.gov
Environmental Mitigation Program

Fiscal Year 2018 Annual Funding and Land Management Grant Program Call for Projects

Fiscal Year 2018 Annual Funding

- $4 million
- FY 2018
- Regional land management and biological monitoring
Land Management Grant Program Call for Projects

- Ninth cycle of Land Management Grants
- $2 million
- Two funding categories

Threat Reduction Stewardship

Species and Habitat Recovery

Recommendation

The Transportation and Regional Planning Committees recommend that the Board of Directors approve:

1. the allocation of $4 million in FY 2018 funding for regional land management and biological monitoring and;

2. the release of the call for projects for the ninth cycle of the TransNet Environmental Mitigation Program Land Management Grant Program.
2017 BOND ISSUANCE
Adopt Resolution Authorizing Issuance of Fixed Rate Bonds

Board of Directors - September 22, 2017

TODAY’S PRESENTERS

- Ray Traynor, Operations Director
  Andre Douzdjian, Finance Director

- Bond Counsel
  - Devin Brennan, Partner

- Disclosure Counsel
  - Daniel Deaton, Partner

- Financial Advisors
  - Peter Shellenberger, Managing Director

- Senior Underwriter
  - Alex Burnett, Managing Director
OPPORTUNITY TO REFINANCE

- Strengthened financial position allowed us to approach TIFIA to discuss refinancing the debt

Prior Debt Service vs. Refunding Debt Service

Credit Rating

- On the existing TIFIA loan
  - 2011 rated ‘BBB’
  - 2017 rated ‘A-’ Outlook STABLE

- Proposed new 2017A Toll Revenue Bonds
  - Fitch ratings – Upgrade to ‘A-’ Outlook POSITIVE
  - S&P – New Rating ‘A’ Outlook STABLE
**APPROVAL OF DOCUMENTS**

- Resolution No. 2018-03
- Official Statement
- Continuing Disclosure Agreement
- Indenture and First Supplemental Indenture
- Bond Purchase Agreement

**RESOLUTION NO. 2018-03**

- Resolution
- The Resolution authorizes the refunding of SANDAG’s outstanding TIFIA loan obligations and the *TransNet* Note through the issuance of Toll Revenue Bonds
The Resolution further approves the following documents, and certain other actions and matters, relating to the Toll Revenue Bonds and the refunding of SANDAG’s prior obligations:

- Master Indenture and First Supplemental Indenture
- Bond Purchase Agreement
- Continuing Disclosure Agreement
- Official Statement
- Amendments to the documents relating to the existing obligations, including for the purpose of termination such obligations following repayment in connection with the refunding

Resolution sets certain parameters for the Toll Revenue Bonds, including maximum principal amount and true interest cost
OFFICIAL STATEMENT

- SANDAG and the underwriters will use the Preliminary Official Statement to provide investors with a description of the bonds and the indenture, and the financial and operating information concerning SR 125 so that the investors can make an informed investment decision regarding the bonds.

CONTINUING DISCLOSURE AGREEMENT

- SANDAG will agree to provide quarterly and annual reports to bondholders to provide them with updated financial and operating information concerning SR 125.
- SANDAG will agree to provide notice of several specified events should they occur.
Master Indenture and Supplemental Indenture

- The Master Indenture establishes the terms of the SANDAG Toll Revenue Bond program, including:
  - Pledge of trust estate, including toll revenues and funds held on deposit in accounts
  - Flow of funds
  - Toll revenue and operating covenants
  - Additional bonds test
  - Events of default and remedies

The First Supplemental Indenture supplements the Master Indenture and sets forth the terms of the 2017 Series A Bonds, including the application of proceeds of bonds to refunding of existing obligations
BOND PURCHASE AGREEMENT

Bond Purchase Agreement

- Agreement by underwriters to purchase 2017 Series A Bonds from SANDAG
- Sets forth certain representations of SANDAG
- Identifies documents, opinions, and other requirements necessary to close the financing

NEXT STEPS

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<td>Transportation</td>
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<td>Review/Recommend Policies</td>
<td>Executive</td>
<td>September 8</td>
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<tr>
<td>Review Draft Documents</td>
<td>Board of Directors</td>
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<td>Review/Recommend</td>
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<td>Adopt Resolution</td>
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<td>Bond Pricing &amp; Closing</td>
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The Transportation Committee recommends that the Board of Directors adopt Resolution No. 2018-03, authorizing the issuance of up to $250 million of fixed-rate bonds and refunding the Transportation Infrastructure Finance and Innovation Act and Commission bonds, and the execution and distribution of the documents, in substantially the same form as attached.
2017 BOND ISSUANCE
Approve New Board Policies

Board of Directors - September 22, 2017

BEST PRACTICES

Adoption of formal Board policies related to debt issuance and toll rates would likely:

- Make the proposed revenue bond issuances more attractive to potential investors
- Help to result in lower bond interest rates
BOARD POLICY NO. 037 – SANDAG DEBT POLICY

- Currently we have BP No. 036 which is specifically for the SDCTRC
- New BP No. 37 is for SANDAG, tailored for the debt issuance of SR 125
- Clear differences sales tax vs toll revenue debt issuances
- Debt policies important:
  - Internal policy and planning standpoint
  - Rating agencies and investors see as credit positive

BOARD POLICY NO. 038 – SR 125 TOLL POLICY

Charge and collect tolls in a manner that to the greatest extent possible improves mobility while generating sufficient revenue to meet:

- **Financing requirements**
  - Maintain debt service ratios and comply with covenants
- **Operations & Maintenance**
  - State of good repair in accordance with standards
- **Capital requirements**
  - Fund projects necessary to improve mobility as pay-go
- **Minimum level of service**
  - Consistent with statutes and the franchise agreement
RECOMMENDATION

The Executive Committee recommends that the Board of Directors approve Board Policy No. 037: San Diego Association of Governments Debt Policy, and Board Policy No. 038: San Diego Association of Governments State Route 125 South Bay Expressway Toll Policy.
Mid-Coast Corridor Transit Project

Item 16 - Resolution of Necessity to Acquire Property Interests for the Mid-Coast Project

Board of Directors

September 22, 2017

Findings Required for a Resolution of Necessity

• The public interest and necessity require the Project
• The Project is planned or located in a manner that will be most compatible with the greatest public good and least private injury
• The interest in the property is necessary for the Project
• An offer of just compensation has been made to the property owner
Properties Under Consideration for a Resolution of Necessity

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<th>Property Interests to be Acquired</th>
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<td>Permanent Easements, Temporary Construction Easements, Permanent Access Easements, Temporary Access Easements</td>
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Property Vicinity Map – La Jolla Village Square

La Jolla Village Square
Construction Phases 1 & 2

Construction Phase 3
Construction Phase 4A

Construction Phase 4B
Construction Phase 4C

Construction Phases 5 - 8
Recommendation

The Board of Directors is asked to:

1) receive public testimony;

2) adopt Resolution of Necessity No. 2018-05 (Attachment 1) by a two-thirds vote, pertaining to acquisition of property for the Mid-Coast Corridor Transit Project; and

3) authorize staff to proceed with all condemnation filings and proceedings necessary to acquire the interests in the subject properties.
Presentation Overview

- Plan of Finance: Purpose and Assumptions
- TransNet Early Action Program status
- Costs and revenues
- Senate Bill 1
- Proposed budget adjustments
- Options to advance projects
- Summary
Relationship: RTP, RTIP, Budget, POF

Contains ten-year capital program budget

TransNet Extension
– Flow of Funds FY 2008 to FY 2048

38% Major Corridor Capital Projects
Overview

• Purpose
• Assesses financial capacity
  – Short-term: Next five to seven years
  – Long-term: Remaining years through 2048
• Based on assumptions of future revenues
• Grounded on latest cost estimates for active projects based on annual overall SANDAG budget

2016-2017 Plan of Finance Assumptions

• March 2017 draft assumptions presented to ITOC/TC
• Federal and state matching revenues
• Program revenues
• Program costs
Presentation Overview

• Plan of Finance: Purpose, assumptions
• TransNet Early Action Program status
• Costs and revenues
• Senate Bill 1
• Proposed budget adjustments
• Options to advance projects
• Summary

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<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>I-5 North Coast HOV</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
</tbody>
</table>

✓ Project Implemented
✓ Project Partially Implemented
Mid-Coast Trolley Extension

Visual simulation of the future Voigt Drive Station

Coastal Rail Corridor
Regional Bikeway Program: GO by BIKE

Presentation Overview

- Plan of Finance: Purpose, assumptions
- TransNet Early Action Program status
- Costs and revenues
- Senate Bill 1
- Proposed budget adjustments
- Options to advance projects
- Summary
### Summary of Costs and Revenues Needed to Complete Remaining TransNet Major Corridor Projects

<table>
<thead>
<tr>
<th>Year of Expenditure ($Billions)</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>COSTS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital Costs</td>
<td>16.1</td>
<td>22.6</td>
<td>23.1</td>
</tr>
<tr>
<td>Anticipated Debt Service</td>
<td>5.9</td>
<td>5.2</td>
<td>4.8</td>
</tr>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. TransNet Funds</td>
<td>7.5</td>
<td>6.3</td>
<td>6.2</td>
</tr>
<tr>
<td>2. Programmed Grants, State and Federal Formula Funds; Anticipated Debt Financing Proceeds, TIFIA loan</td>
<td>4.1</td>
<td>4.0</td>
<td>3.6</td>
</tr>
<tr>
<td>3. Additional funds from formula funds, including RSTR, CMAQ, STIP</td>
<td>10.4</td>
<td>17.5</td>
<td>18.1</td>
</tr>
<tr>
<td>4. Additional funds from competitive sources, including SB1 Congested Corridors, SB1 Trade Programs, Federal INFRA and others</td>
<td>4.7</td>
<td>4.7</td>
<td>5.4</td>
</tr>
<tr>
<td>5. Additional funds from future legislation similar to SB1</td>
<td>4.2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Additional funds from future legislation to address changes in technology, and other initiatives</td>
<td>3.8</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Level of Certainty</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lower</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Higher</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: The change in costs between 2015 and 2016 is due to a change in the cost methodology approach, incorporating the more conservative cost estimate between the ordinance escalated cost or RTP escalated cost.

### Anticipated Revenues by Type ($ millions)

<table>
<thead>
<tr>
<th>Funding From Future Legislation</th>
<th>Level of Certainty</th>
<th>Lower</th>
<th>Higher</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senate Bill 1 (SB1)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimated Future Year State/Fed Formula/Other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Programmed Formula/FFGA/Bond &amp; TIFIA Proceeds</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TransNet</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Level of Certainty: Lower, Higher
Past Voter-Approved, Statewide Initiatives or Federally-Approved Infrastructure Plans

<table>
<thead>
<tr>
<th>Year</th>
<th>Initiative Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1990</td>
<td>Passenger Rail and Clean Air Bond Act (Proposition 106)</td>
<td>$77M</td>
</tr>
<tr>
<td>2000</td>
<td>Traffic Congestion Relief Act (Proposition 42)</td>
<td>$432M</td>
</tr>
<tr>
<td>2009</td>
<td>American Recovery and Reinvestment Act</td>
<td>$34M</td>
</tr>
<tr>
<td>2009</td>
<td>Transportation Investment Generating Economic Recovery (TIGER) Program</td>
<td>$34M</td>
</tr>
<tr>
<td>2006</td>
<td>Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act (Proposition 12)</td>
<td>$1.168M</td>
</tr>
<tr>
<td>2006</td>
<td>Cap and Trade</td>
<td>$77M</td>
</tr>
<tr>
<td>2008</td>
<td>California High-Speed Rail (Proposition 1A)</td>
<td>$100M</td>
</tr>
<tr>
<td>2017</td>
<td>Road Repair and Accountability Act (SB)</td>
<td>$5,425M</td>
</tr>
</tbody>
</table>

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**Senate Bill 1 (Beall)**  
*Road Repair and Accountability Act of 2017*

**Funding Programs (statewide annual estimates)**  
- State Highway Maintenance and Rehabilitation ($1.5 billion)  
- Local Streets and Roads ($1.5 billion)  
- Transit Operations and Capital ($750 million)  
- State Transportation Improvement Program ($825 million)  
- Active Transportation Program ($100 million)  
- Freight, Trade Corridors, and Goods Movement ($300 million)  
- Congested Corridors Program ($250 million)  
- Local Partnerships Program ($200 million)

**Presentation Overview**

- Plan of Finance: Purpose, assumptions  
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- **Proposed budget adjustments**  
- Options to advance projects  
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Proposed Budget Adjustments

• I-805 Soundwalls in Chula Vista
• TransNet Major Corridors Contingency Reserve
• I-5/North Coast Corridor – extend HOVs to SR 78

I-5 North Coast Corridor Program
September 2017
North Coast Corridor Program

PWP approved by Coastal Commission in 2014 with 18 cities signing letters of support

“Build NCC” Moving Forward

Legend
- Under construction

- Rail double track bridge replacements
- HOV lane extension (13 miles)
- Lagoon restoration
San Elijo LOSSAN Bridge Replacement

San Elijo I-5 Bridge Replacement

PC: Nelvin C. Cepeda / San Diego Union Tribune
**Build NCC: Progress Made**

<table>
<thead>
<tr>
<th>Stakeholder input</th>
<th>✓</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental process complete</td>
<td>✓</td>
</tr>
<tr>
<td>Regulatory permits</td>
<td>✓</td>
</tr>
<tr>
<td>Coastal Commission approval</td>
<td>✓</td>
</tr>
<tr>
<td>Phase 1 phasing &amp; CMGC procurement</td>
<td>✓</td>
</tr>
<tr>
<td>Phase 1 constructability &amp; engineering (North of San Elijo)</td>
<td>85%</td>
</tr>
<tr>
<td>San Elijo Project funded &amp; under construction</td>
<td>10%</td>
</tr>
</tbody>
</table>

**Caltrans Construction Cost Index: Cost Volatility**

(Last 12 Months - 2007=100, Fisher Formula)

Delivering the Regional Vision

before

after

Constructability and Engineering Complete
**Proposed Budget Adjustments**

- **I-805 soundwalls in Chula Vista**
  - Budget adjustment: $20 million (new total $38 million)
  - Proposed funding: $20 million in TransNet/federal

- **TransNet Major Corridors Contingency Reserve**
  - Budget adjustment: $54 million (new total $54 million)
  - Proposed funding: $54 million in SR 125 loan repayment

- **I-5/North Coast Corridor – extend HOVs to SR 78**
  - Budget adjustment: $385 million (new total $860 million)
  - Proposed funding options (actions potentially later in FY):
    - Fund with TransNet and regional formula funds
    - Pursue competitive funds from SB 1 and other programs
    - Combination of the two
Presentation Overview

• Plan of Finance: Purpose, assumptions
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Options to Advance Projects

• Unprogrammed RSTP, CMAQ, and STIP funds through 2025: $540 to $670 million
• Potential SB1 funds through 2025: $560 to $840 million
• Some funds needed to cover budget adjustments
• Need to begin completion of environmental and preliminary engineering to position projects for funding cycles in three to four years and beyond
• Priority projects from Board-approved RTP
**2016-2017 Plan of Finance Summary**

- Maintains course on existing TransNet EAP
- Incorporates transition from debt-finance to pay-go
- Incorporates low interest rate from TIFIA loan
- Incorporates potential funding capacity from SB 1
- Increases program flexibility
- Continues to maximize TransNet dollars

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**Recommendation**

The Transportation Committee recommends that the Board of Directors approve:

1. the 2016-2017 TransNet Major Corridors Plan of Finance update; and
2. amendments to the FY 2018 Program Budget related to the TransNet Major Corridors Program Contingency Reserve (Capital Improvement Program [CIP] Project No. 1200199); I-805 South Soundwalls (CIP Project No. 1280515); and various I-5 North Coast Corridor projects (CIP Project Nos. 1200504, 1200509, 1200510, and 1200511), as shown in Attachment 9.