AGENDA

SDAE 710.1
(PC 50771)

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

July 28, 2009

9:00 a.m.

Executive Committee Room
James R. Mills Building
1255 Imperial Avenue, 10th Floor

San Diego & Arizona Eastern
Railway Company

A Nevada Nonprofit
Corporation

1255 Imperial Avenue,
Suite 1000
San Diego, CA 92101-7490
619.231.1466

BOARD OF DIRECTORS
Peter Jespersen, Chairman
Bob Jones
Paul Jablonski

OFFICERS
Paul Jablonski, President
Bob Jones, Secretary
Linda Musengo, Treasurer

OF COUNSEL
Tiffany Lorenzen

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		RECOMMENDED ACTION
1.	Approval of the Minutes of April 21, 2009 Action would approve the SD&AE Railway Company minutes of April 21, 2009.	Approve
2.	Statement of Railway Finances (Linda Musengo) Action would receive a report for information.	Receive
3.	Report on San Diego and Imperial Valley (SD&IV) Railroad Operations (Jose Ramos) Action would receive a report for information.	Receive
4.	Report on Pacific Southwest Railway Museum (Diana Hyatt) Action would receive a report for information, including an update on the Museum's abatement activities.	Receive
5.	Report on the Desert Line (Armando Freire) Action would receive: (1) a report for information; and (2) an update on the Notice to Abate Nuisance.	Receive
6.	Real Property Matters (Tim Allison)	
	a. Summary of SD&AE Documents Issued Since April 21, 2009 Action would receive a report for information.	Receive

c. Otay Valley Regional Park Trail Crossing — Approve
Action would approve a public crossing and agreements for the Otay Valley Regional Park Trail north of the Palm Avenue Station in the City of San Diego.

d. Private Crossing of the Coronado Branch North of E Street in Chula Vista — Approve
Action would approve issuing a license to the Redevelopment Agency of the City of Chula Vista for a proposed at-grade crossing over SD&AE tracks located on the Coronado Branch north of E Street in the City of Chula Vista.

7. Election to Fill Vacant Position of SD&AE Chairman (Tiffany Lorenzen) — Approve
Action would forward a recommendation to the MTS Board of Directors to elect Don Seil as Chairman of the SD&AE Railway Company Board of Directors to replace the position vacated by Pete Jespersen.

8. Election to Fill Vacant Position of SD&AE Alternate (Tiffany Lorenzen) — Approve
Action would forward a recommendation to the MTS Board of Directors to elect Wayne Terry as Paul Jablonski's alternate on the SD&AE Railway Company Board of Directors to replace the position vacated by Peter Tereschuck.

9. Old Business

10. New Business

11. Public Comments

12. Next Meeting Date: October 20, 2009

13. Adjournment

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DRAFT

MINUTES OF THE
BOARD OF DIRECTORS MEETING OF THE
SAN DIEGO & ARIZONA EASTERN RAILWAY COMPANY

April 21, 2009

A meeting of the Board of Directors of the San Diego & Arizona Eastern (SD&AE) Railway Company, a Nevada corporation, was held at 1255 Imperial Avenue, Suite 1000, San Diego, California 92101, on April 21, 2009, at 9:01 a.m.

The following persons, constituting the Board of Directors, were present: Bob Jones and Paul Jablonski. Also in attendance were:

MTS staff:	Tiffany Lorenzen, Tim Allison, Linda Musengo, Wayne Terry
SANDAG staff:	Pete d'Ablaing, John Haggerty
Kimley-Horn (consultant):	Anthony Podegracz
SD&IV staff:	Matt Domen, Jose Ramos
Pacific Southwest Railway Museum:	Diana Hyatt, Dick Pennick
Carrizo Gorge Railway, Inc. (Carrizo):	Armando Freire
CFNR:	Don Seil
International Border Rail Institute:	Richard Borstadt
Motor Transport Museum:	Carl Calvert, Ed Dilginis
EB Property:	Brian Martins

Bob Jones introduced Don Seil and stated that RailAmerica is proposing that Mr. Seil replace Pete Jespersen as Chairman on the SD&AE Board of Directors. He explained that Mr. Seil has 30 years of experience in railroad—exclusively in California. Mr. Jones feels that Mr. Seil's business and operating background would be an asset to the Board. Paul Jablonski responded that staff will review the terms of the contract and make a decision at the next meeting in regard to the reelection or addition of officers.

1. Approval of Minutes

Mr. Jablonski moved to approve the Minutes of the February 3, 2009, SD&AE Railway Board of Directors meeting. Mr. Jones seconded the motion, and it was unanimously approved.

2. Statement of Railway Finances

Linda Musengo reviewed the fiscal years 2008 & 2009 operating statement (attached to the agenda item).

Action Taken

Mr. Jablonski moved to receive the report for information. Mr. Jones seconded the motion, and it was unanimously approved.

3. Report on SD&IV Operations

Jose Ramos reviewed the Periodic Report of the SD&AE Railway Company for activities for the first quarter of calendar year 2009 (attached to the agenda item). Mr. Jones clarified that the

decline in carloads is in part due to the warm winter and the economy. He added that gas customers make up more than half of of RailAmerica's income.

Mr. Ramos stated that in the future, more trucks will replace rail freight. Mr. Jablonski expressed concern regarding how many truck trips will be added. He stated that the goal is to promote freight, and we should be cognizant any time we could lose freight traffic to trucks. Mr. Ramos agreed to include the number of trucks trips replacing rail in future reports to the Board.

Action Taken

Mr. Jablonski moved to receive the report for information. Mr. Jones seconded the motion, and it was unanimously approved.

4. Report on Pacific Southwest Railway Museum Operations

Diana Hyatt reviewed the Museum's first quarter report for 2009 (attached to the agenda item). Ms. Hyatt added that the Museum contracted with Allied Weed for weed removal. She clarified that gas prices have negatively affected the Museum's passenger business (other than North Pole trains).

Action Taken

Mr. Jablonski moved to receive the report for information. Mr. Jones seconded the motion, and it was unanimously approved.

5. Report on the Desert Line

Armando Freire reviewed Carrizo's first quarter report for 2009 (attached to the agenda item). Mr. Freire stated that Carrizo is following Osmose's report with regard to repairs. Mr. Freire agreed that once repairs are completed, Carrizo will get in contact with Tim Allison, SD&IV, and the Board to determine when the repairs would be inspected. Mr. Freire will send all completed reports to the Board. He added that Carrizo has started a surveillance system using cameras with Internet access.

Mr. Freire reported that there was a wildfire on the tracks and 80 ties were replaced. In regard to the fire on the bridge at mile post 118.6, Carrizo police are investigating it as arson. Carrizo is waiting on the police report before continuing with the repairs. Mr. Allison reported that there is extensive damage to helper bent 4a. The Board agreed that this bridge will need to be reinspected.

Action Taken

Mr. Jablonski moved to receive the report for information. Mr. Jones seconded the motion, and it was unanimously approved.

6. Real Property Matters

a. Summary of SD&AE Documents Issued Since February 3, 2009

Tim Allison reported that since the February 3, 2009, SD&AE Railway Company Board of Directors meeting, the documents as outlined in the agenda item have been processed by staff.

Action Taken

Mr. Jablonski moved to receive the report for information. Mr. Jones seconded the motion, and it was unanimously approved.

b. Sewer Easement at 54th Street

Tim Allison reviewed the request for an easement to the City of San Diego for an underground sewer pipeline crossing SD&AE right-of-way at 54th Street south of Market Street.

Action Taken

Mr. Jablonski moved to approve an easement to the City of San Diego for an underground sewer pipeline crossing SD&AE right-of-way at 54th Street south of Market Street. Mr. Jones seconded the motion, and it was unanimously approved.

c. License Agreement with SDG&E for Private Crossings and Underground Utility Crossings

Mr. Allison reviewed a request from San Diego Gas and Electric (SDG&E) for a license for private crossings over SD&AE tracks located south of L Street in Chula Vista on the Coronado Branch.

Tiffany Lorenzen clarified that SD&AE would be indemnified. The Board had concerns with terminating the old crossing and adding a new one. Mr. Allison responded that the Board has the option to close the old crossing and only allow the new crossing. He added that there would be a license fee, and the license would be terminable. Mr. Jablonski stated that he would be supportive if the compensation is acceptable.

Action Taken

Mr. Jablonski moved to approve issuing a license to San Diego Gas and Electric, (SDG&E) for private crossings over SD&AE tracks located south of L Street in Chula Vista on the Coronado Branch. Mr. Jones seconded the motion, and it was unanimously approved.

d. License to the United State Fish and Wildlife Service for the Bayside Birding and Walking Trail Project

Mr. Allison reviewed a request for a license to US Fish & Wildlife for construction of the Bayside Birding and Walking Trail within SD&AE right-of-way in Imperial Beach. He stated that this license would be similar to the Bayshore Bikeway license and would be

terminable. Mr. Allison stated that the right-of-way is approximately 45 feet wide, and the bikeway is about 12 feet wide. The new walking trail would be about five feet inside of the right-of-way. Mr. Allison confirmed that the revenue has not been negotiated yet. He added that SD&AE does not get any revenue from the Cities of San Diego and Imperial Beach.

Action Taken

Mr. Jablonski moved to approve issuing a license to the United States Fish and Wildlife Service, San Diego National Wildlife Refuge Complex (USFW) for the construction of the Bayside Birding and Walking Trail within SD&AE right-of-way in the City of Imperial Beach. Mr. Jones seconded the motion, and it was unanimously approved.

e. Motor Transport Museum Request for Spur Track

Mr. Allison reviewed a request by the Motor Transport Museum to install a spur track on the Desert Line east of the Campo Depot. He stated that it used to be a Feldspar mill, which is currently occupied as a museum for buses, delivery vehicles, etc. The Motor Transport Museum is asking to reinstall a spur to the back of its facility to accommodate passenger rail from the Museum's trains, and passengers could get off and go to the Museum facilities. Mr. Allison stated that a full deposit to cover expenses for engineering, etc. would be required.

Public Speakers

1. *Carl Calvert – Mr. Calvert explained that this spur was originally installed in 1926 and was taken out in the 1950s. He added that Wally Barber is a contractor who would reinstall the spur, which would enable the Motor Transport Museum to work with the Pacific Southwest Railway Museum and recreate historic rail cars. Mr. Calvert felt that since the rail line is not currently in operation, it is an ideal time to consider installing the spur.*

   Mr. Calvert responded to a question from Mr. Jablonski regarding the Motor Transport Museum's intention to run cars occasionally for tours. He added that the Motor Transport Museum is currently open Wednesdays, Fridays, and Saturdays.

2. *Richard Borstadt – Mr. Borstadt stated that in the mid-90s, this request was approved by this Board. He also stated that adding the spur would the alleviate traffic flow and simplify activities on the main line.*

Ms. Hyatt clarified that the Pacific Southwest Railway Museum would collaborate with the Motor Transport Museum in transporting passengers to the Stone Store and the Motor Transport Museum. She asked to be included in the Motor Transport Museum's plans. The bridge at mile post 66.7 was discussed, and Mr. Allison informed the Board that the Simon Wong bridge inspection report commissioned by the Pacific Southwest Railway Museum has not been submitted to MTS. He added that there are bent caps and stringers that haven't been replaced yet.

Mr. Jablonski stated that he is supportive of adding the spur, but all repairs to the bridge must be completed and inspected before transporting passengers. Mr. Jones added

that Carrizo, the Museum, and the Motor Transport Museum need to work together to formulate a plan and list of responsibilities.

Mr. Allison clarified that the costs to add the spur would be covered by the industry (in this case, the Motor Transport Museum). Mr. Freire stated concern regarding additional costs to Carrizo on an installation that has no bearing to its operations. Mr. Allison responded that no approvals would be considered without letters of support from the Pacific Southwest Railway Museum and Carrizo.

Action Taken

Mr. Jones moved to direct staff to begin the process for the spur installation contingent upon the following:

1. The Motor Transport Museum, Carrizo, and the Pacific Southwest Railway Museum will meet to determine whether they have any issues with the installation. If there are any issues, the operators will contact Tim Allison within the next two weeks, and a report will be brought to the Board at the next meeting; and

2. If the three operators are in agreement regarding the spur installation, they will collaboratively send the Board a letter of support within the next two weeks. Upon receipt of the letter of support, the SD&AE Board will notify the operators whether the spur installation is approved, and, if so, the Motor Transport Museum will bear all costs for the installation.

3. No trains will operate on the line until the bridge has been inspected to FRA standards and the inspection has been provided to the SD&AE Board.

Mr. Jablonski seconded the motion, and it was unanimously approved.

7. a. Status of SD&AE Main Line Track and San Ysidro Freight Yard Improvement Projects

Pete d'Ablaing, Senior Engineer with the San Diego Association of Governments (SANDAG) and Project Manager, introduced Anthony Podegracz of Kimley-Horn. Mr. d'Ablaing reviewed the SD&AE Main Line Track and San Ysidro Freight Yard Improvement Projects (see attached PowerPoint).

In response to Mr. Jones' question regarding the lengthy time period to complete the project, Mr. d'Ablaing explained that the project requires environmental and FRA clearances and purchasing 12 parcels of right-of-way. John Haggerty, Design Principal with SANDAG, added that he doesn't feel that project will take as long as projected. He stated that the State of California is broke, and the Prop 1b money has not yet been distributed. The lengthy time lines for the project were conservative so as not to jeopardize the funding under the "use it or lose it" deadlines.

Mr. Haggerty explained to the Board that although the funds for the San Ysidro Yard have been sitting for about 12 years, there was never enough money to get the project going. He stated that the Yard Project is in the preliminary engineering stage and will be completed by July. The Yard Project has significant drainage, silt, water quality, and right-of-way acquisition issues.

SANDAG staff agreed to include Don Seil in all of the project meetings and keep him updated on all information.

Action Taken

Mr. Jones moved to receive the report for information. Mr. Jablonski seconded the motion, and it was unanimously approved.

b. F Street Diamond, Track, and Signal Elements

John Haggerty reviewed the F Street Diamond Project (see the attached PowerPoint). Mr. Haggerty reported that project team is working to implement improvements to the South Line to bring low-floor vehicles from Imperial Avenue to San Ysidro as one corridor. He stated that due to funding, the project team must be careful implementing projects. The preliminary design work has begun. Interlock crossovers would be added on the line. Mr. Haggerty stated that SANDAG is requesting SD&AE Board approval of the removal of the F Street diamonds. He added that the F Street diamonds increase the costs and complexity of the corridor project. Further engineering would be conducted, and the project team would report back with a recommendation on costs and implications.

Wayne Terry stated that MTS maintains the diamonds, and the diamonds are tough on the trolleys. He added that no freight has been going over the tracks for years, and he would like to the see the diamonds removed as there is no use for them.

In response to public concern expressed by Dick Pennick and Richard Borstardt regarding eliminating the final connection to the Coronado Branch line, Mr. Jones stated that the cost to maintain a diamond and the circuitry is excessive, and he understands the preservation concerns but stated that the Board has to do what is reasonable and prudent. Diana Hyatt requested to be on record as opposing SANDAG's request as she is in support of preserving the historic corridor.

Action Taken

Mr. Jones moved to approve the removal of the F Street diamond. Mr. Jablonski seconded the motion, and it was unanimously approved.

8. Old Business

None.

9. New Business

None.

10. Public Comments

None.

11. Next Meeting Date

The next meeting was changed from July 21 to July 28, 2009, at 9:00 a.m.

12. Adjournment

The meeting was adjourned at 10:25 a.m.

President

Of Counsel

JGardetto
MINUTES-SDAE.4-21-09.doc

Attachments: South Line Freight Rail Projects PowerPoint (7a)
F Street Diamond PowerPoint (7b)

SANDAG

South Line Freight Rail Projects

Update on the Prop. 1B Goods Movement Program Projects

SD&AE Board of Directors

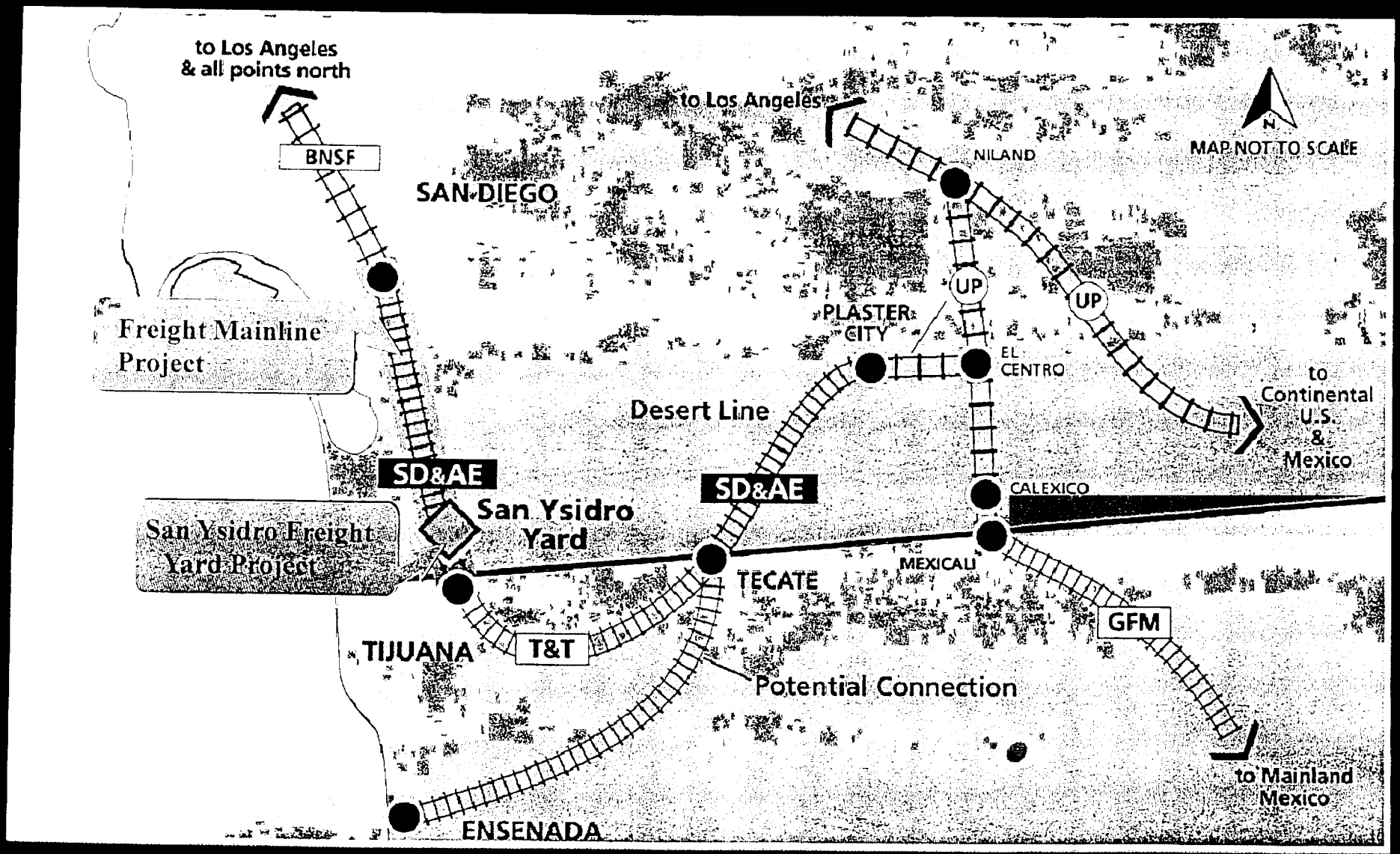
April 21, 2009

Prop. 1B: Goods Movement Program

» Trade Corridors Improvement Fund (TCIF)

- Monitored by California Transportation Commission (CTC)
- $2 Billion statewide
- Focus on freight infrastructure improvements on high volume trade corridors
- Construction must begin in 2013
- CTC has approved project scope of work

Freight Rail Area Map



South Line Freight Project Benefits

- Safety improvements
- Increased Freight Capacity on US side
  - Potential to double capacity - increase freight capacity from 10,000/year to 19,600/year (from 2 to 4 trains/day)
- Increase speed of freight traffic along corridor
- Provide freight capacity to potentially eliminate up to 31,800 truck trips/year on regional facilities
- Potential for improved connectivity with Mexico
- Leverages rail investments from private operators, *TransNet*, Port of San Diego, Mexico
- Also benefits MTS and Port of San Diego

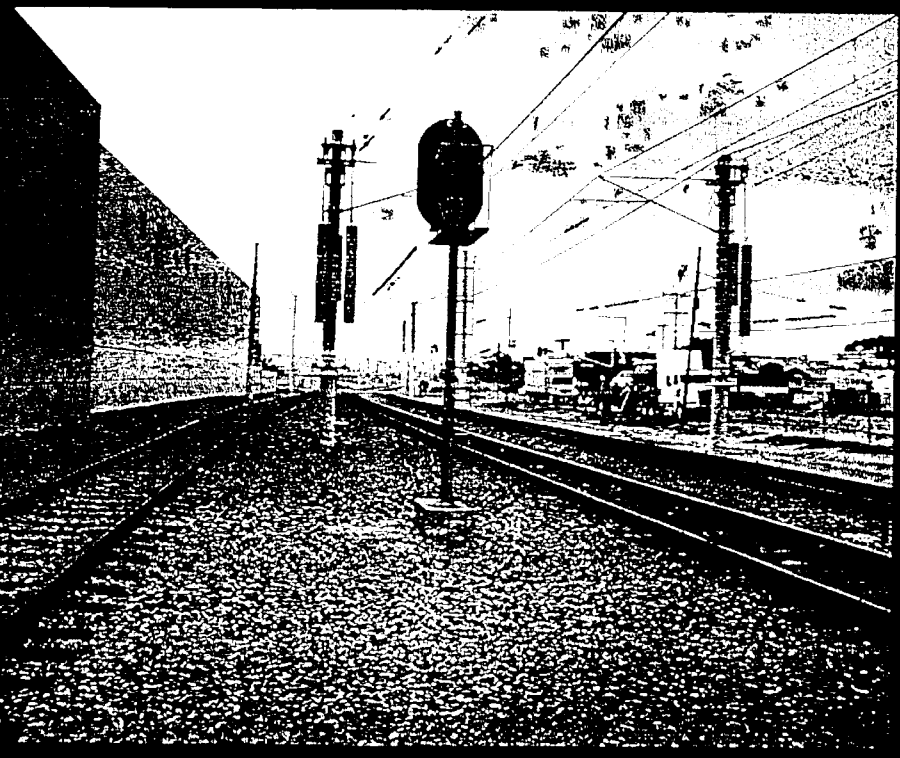
Overall South Line Freight Project Details

» Costs/timelines
- Environmental Document completed by 2010
- Must break ground in or before 2013
- 2 Project Phases
  - $25.9M from TCIF for yard Improvements
  - $98.1M from TCIF for mainline improvements

» Risks
- Right-of-way acquisition
- Flood control issues
- Project is on CTC formal watch list for 2010 Environmental Document Completion
- Project on CTC informal watch list as a project of interest
- Project requires Federal Railroad Administration (FRA) approvals for joint operations

Freight Mainline Improvements

- Project Elements
  - Positive Train Separation
  - Bi-Directional CTC
  - Bi-Directional Grade Crossing
  - San Diego Yard CTC
  - San Ysidro Yard CTC
  - Palomar Siding Improvements



SANDAG

Freight Mainline Improvements

» Project Status
- Preliminary Engineering Phase Underway
  - Expected Completion: September 2009

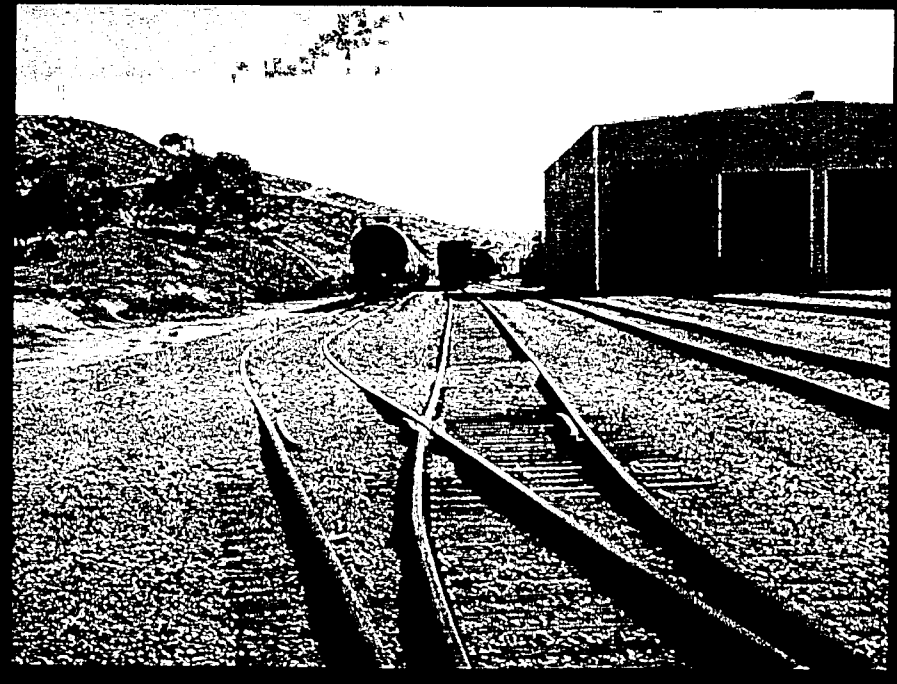
» Project Cost
- *$107.0 million*

» Project Schedule
- Environmental Clearance: March 2010
- Design Completion: September 2011
- Begin Construction: April 2012
- Construction Completion: June 2015

SANDAG

San Ysidro Freight Yard Expansion

» Project Elements
- Freight Track Improvements
  - Storage Tracks
  - Yard Lead Extension
- Grading & Drainage Improvements
- New Access Road
- Right of Way Acquisition Required



SANDAG

San Ysidro Freight Yard Expansion

» Project Cost
- *$40.5 million*

» Project Schedule
- Environmental Clearance: Dec 2010
- Design Completion: June 2012
- Right-of-Way Acquisition: June 2012
- Begin Construction: January 2013
- Construction Completion: Dec 2014

» Project Status
- Preliminary Engineering Phase Underway
  - Expected Completion: June 2009
- Environmental Studies Underway
  - Expected Completion: July 2010

SANDAG

Conclusion

- » We will continue to work with MTS/SD&AE.
- » We will continue to monitor concurrent Trolley Improvement Projects.
- » Questions?
- » Contacts
  - – Pete D'Ablaing (619-699-1906;)
  - – Anthony Podegracz (619-744-0116;)

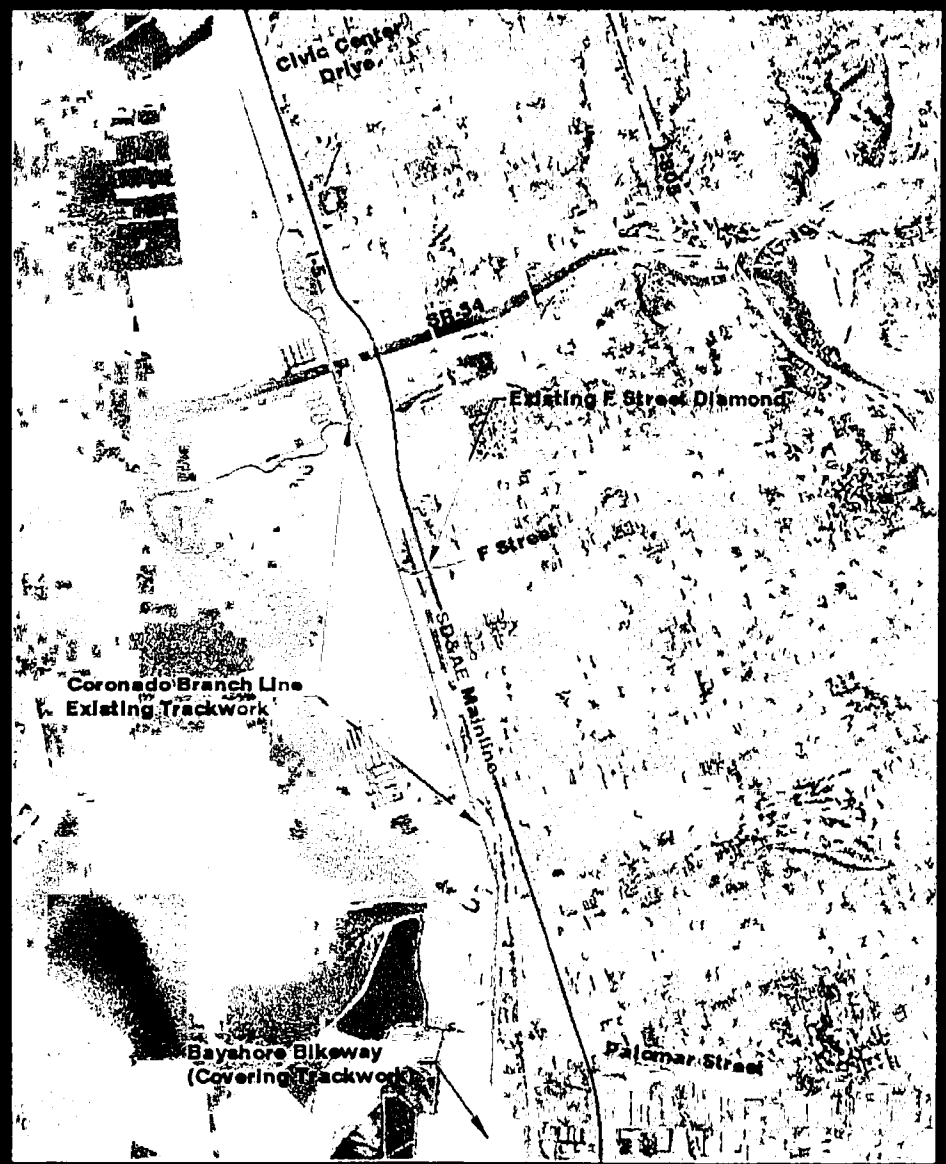
SANDAG

F Street Diamond

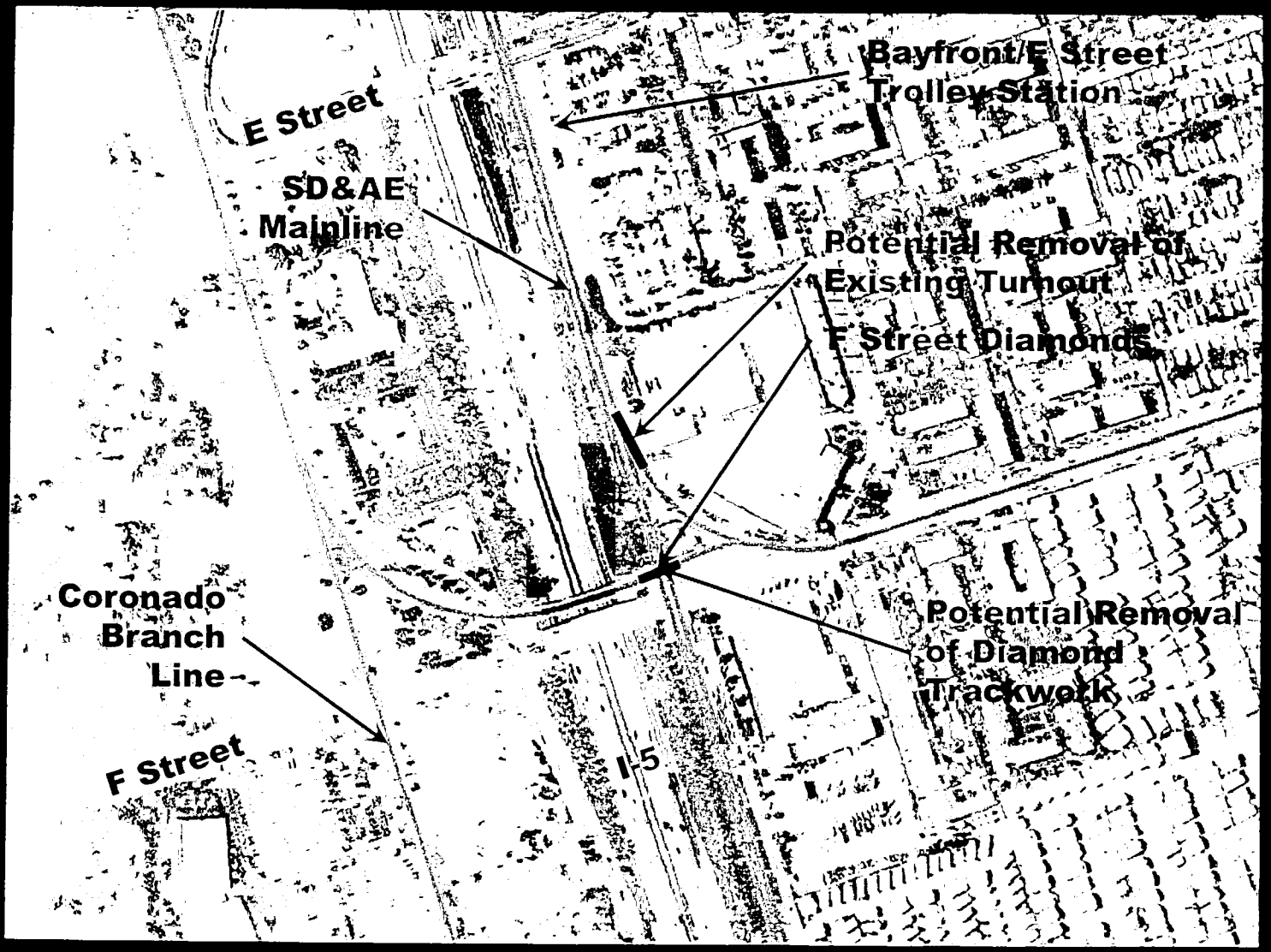
SD&AE Board of Directors

April 21, 2009

Coronado Branch Line



F Street Diamond



Agenda

Item No. 2

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

SDAE 710.1 (PC 50771)

July 28, 2009

SUBJECT:

STATEMENT OF RAILWAY FINANCES

RECOMMENDATION:

That the SD&AE Board of Directors receive a report for information.

Budget Impact

None.

DISCUSSION:

The SD&AE operating statement for fiscal years 2008 and 2009 is attached for information. Linda Musengo will give an update during the meeting.

2-RAILWYFINANCES.doc

Attachment: Fiscal Years 2008 & 2009 Operating Statement

SD&AE operating statement FY2009 and FY2008
Subject to audit adjustments

	2009					2008				
	Q1	Q2	Q3	Q4	Total	Q1	Q2	Q3	Q4	Total
Revenue										
Right of entry permits	$ 30,178	$ 10,900	$ 13,113	$ 35,141	$ 89,332	$ 5,000	$ 8,650	$ 2,850	$ 19,050	$ 35,550
Lease income	9,820	14,783	16,677	3,620	44,900	5,047	8,568	17,587	15,477	46,679
SD&IV 1% freight fee	-	-	-	35,803	35,803	-	38,720	106,331	-	145,051
Joint use fee	-	-	-	-	-			89,000	-	89,000
Carrizo Gorge	213	99	-	-	312	-	-	1,062	198	1,260
Sale of real property	-	-	-	-	-	-	-	-	288,693	288,693
Other income	-	-	-	-	-	570	5,696	(741)	-	5,525
Total revenue	40,211	25,782	29,790	74,564	170,347	10,617	61,634	216,089	323,418	611,758
Expense										
Admin wages	18,279	15,295	25,443	20,806	79,822	16,636	15,753	14,471	24,747	71,607
Workers' compensation	498	498	499	498	1,992	1,005	1,005	836	497	3,343
Professional services	7,196	13,273	319	1,000	21,788	3,898	10,631	53,987	10,554	79,070
Outside services	-	-	-	26	26	1,250	-	-	4,794	6,044
Telephone	-	-	-	-	-	145	-	-	-	145
Insurance premium	9,114	8,783	8,486	8,974	35,356	10,533	10,373	10,122	8,948	39,976
Other miscellaneous expense	6,666	1,772	5,252	337	14,027	543	845	342	18	1,748
Depreciation	-	-	-	-	-	-	-	-	19,496	19,496
Total expense	41,752	39,620	39,998	31,641	153,010	34,010	38,607	79,758	69,054	221,429
Net income/(loss)	$ (1,541)	$(13,837)	$(10,208)	$ 42,923	$ 17,337	$ (23,393)	$ 23,027	$ 136,331	$ 254,364	$ 390,329

Other miscellaneous expense includes $12,337.25 paid to Baker & Miller related to petition filing

Reserve balance 2008	**$ 890,451**
Allocated interest earnings - estimated	777
Operating profit/(loss)	17,337
Improvement expense 2009	-
Reserve balance 2009- estimated	**$ 908,564**

Agenda

Item No. 3

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

SDAE 710.1 (PC 50771)

July 28, 2009

SUBJECT:

REPORT ON SAN DIEGO AND IMPERIAL VALLEY (SD&IV) RAILROAD OPERATIONS

RECOMMENDATION:

That the SD&AE Board of Directors receive a report for information.

Budget Impact

None.

DISCUSSION:

An oral report will be given during the meeting.

Attachment: No report submitted

Agenda

Item No. 4

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

SDAE 710.1 (PC 50771)

July 28, 2009

SUBJECT:

REPORT ON PACIFIC SOUTHWEST RAILWAY MUSEUM

RECOMMENDATION:

That the SD&AE Board of Directors receive a report for information, including an update on the Museum's abatement activities.

Budget Impact

None.

DISCUSSION:

A report will be presented during the meeting.

Attachment: Second Quarter Report for 2009

Pacific Southwest Railway Museum

La Mesa Depot 4695 Nebo Drive La Mesa, CA 91941 619-465-7776

July 17, 2009

SD&AE Board
c/o Metropolitan Transit System
1255 Imperial Avenue, #1000
San Diego, CA 92101

Re: Second Quarter, 2009 report

Dear SD&AE Board:

During the second quarter of 2009, the Pacific Southwest Railway Museum operated 30 Golden State and Tecate passenger trains carrying 1,606 passengers with no FRA reportable accidents or incidents. Total income from SD&AE property for second quarter 2009 was $23,293. In comparison, during the second quarter of 2008, we operated 46 passenger trains carrying 2,764 passengers with a total income of $38,487 reflecting an income reduction of 39%. During the month of June, eight Golden State trains, two Saturday Tecate trains, one midweek chartered Tecate train, one school train and the Annual Great Train Robbery train were all cancelled. Our quarterly payment of $465.86 has been mailed under separate cover.

The public restroom building at the Campo Depot that was completed in March of this year passed its final inspection during the second quarter of 2009 by the County Building Inspector. All that is left to complete is the walkway between the Depot and the restroom building.

On Sunday, May 24th the museum hosted the dress rehearsal train for the annual Great Train Robbery event. This is a fundraising event for the Mountain Empire Business Association who returns all profits to underprivileged groups and individuals in the back country community. During the eastbound operation of this train, a fire began burning along the railroad right of way about one and a quarter mile west of the Chicken Ranch station sign. Another fire began along the railroad right of way within Yard Limits about one quarter mile east of the western Highway 94 grade crossing.

On May 28, 2009, Cal Fire issued a Notice to Abate letter directed at the museum and Carrizo Gorge Railway ceasing all operations of locomotives west of the western Highway 94 grade crossing until the line was brought into compliance. This allowed PSRM to operate trains within the Campo Valley between the two Highway 94 grade crossings. Cal Fire based their conclusion upon two pieces of information: the occurrence of the fires on May 28, 2009 and an earlier abatement notice directed

solely at Carrizo Gorge Railway dated August 25, 2008. This earlier notice provided a grace period to bring the ROW into compliance by October 1, 2008. Since Cal Fire had no follow-up communication from Carrizo Gorge Railway they deemed the railroad to have been in a state of non-compliance when the fires of May 28, 2009 occurred. Since this letter of May 28, 2009, the museum has received no written information from Cal Fire and Cal Fire has never closed their investigation into the cause of these two fires.

On Friday, May 29th, after speaking with Cal Fire whereby they denied a grace period to abate the vegetation and debris, the museum chose to remove the locomotive in question from service until a thorough mechanical review could be performed and replaced it with the Santa Maria Valley Railbus to be operated within the Campo Valley. The Railbus is a small, gas powered vehicle built on a Model A truck chassis that can carry eight to ten people at a time.

Photo of the museum's SMV Railbus.

The museum's COO requested a track warrant to operate the Railbus in the Campo Valley for the weekend and another track warrant for a motorcar to perform a preliminary assessment of the clearance needed along the ROW on Saturday and was denied both by Carrizo Gorge Railway. The museum then received an un-numbered General Bulletin dated May 29, 2009 stating "all operations of locomotives and Rail Cars from Division (MP 59.9) to Plaster City (129.6) have been suspended till further notice." As of today's date, the museum has never been informed that this notice has been repealed.

Saturday, June 13, 2009 marked the first day museum volunteers were able to begin efforts at bringing the ROW into Cal Fire compliance. Weed abatement and debris collection have been difficult, primitive and time-consuming. Many areas are only accessible by rail and the museum is only allowed access by motorcar, which means constant motorcar trips during the time of the track warrant to remove the weeds and debris from the area. The museum owns a gas powered car mover that could have been coupled to a gondola or flat car to move equipment in and weeds and debris out of work areas except for the aforementioned Carrizo Gorge Railway General Bulletin dated May 29, 2009 that prevents railcars on the railroad. The museum is also unable to utilize the services of convict work crews or Cal Fire equipment until the ROW has been brought into compliance.

Museum volunteers with some assistance from the local honor camp have picked up almost every rotten tie, burned bridge ties and rotten switch ties between MP 59.9 and 66.8. They have hand cleared tumbleweeds and dead vegetation where needed, including the longest stretch along the barbed wire fence that borders the Campo Valley. They have cleared trees back and picked up and shredded the accumulation of tree trunks and limbs in culverts and waterways underneath the tracks. The final

obstacle remains clearing the ground underneath the tall steel bridge at Division; much of which is so steep it is practically vertical.

To date, the weed and debris abatement continues and the museum's contracted weed sprayer will be contacted to spray the ROW with pre-emergent weed killer to help prevent any new growth. We hope to resume operations of our Golden State and Tecate trains by early to mid August.

Very Truly Yours,

Diana Hyatt

Diana Hyatt
President

Agenda

Item No. 5

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

SDAE 710.1 (PC 50771)

July 28, 2009

SUBJECT:

REPORT ON THE DESERT LINE

RECOMMENDATION:

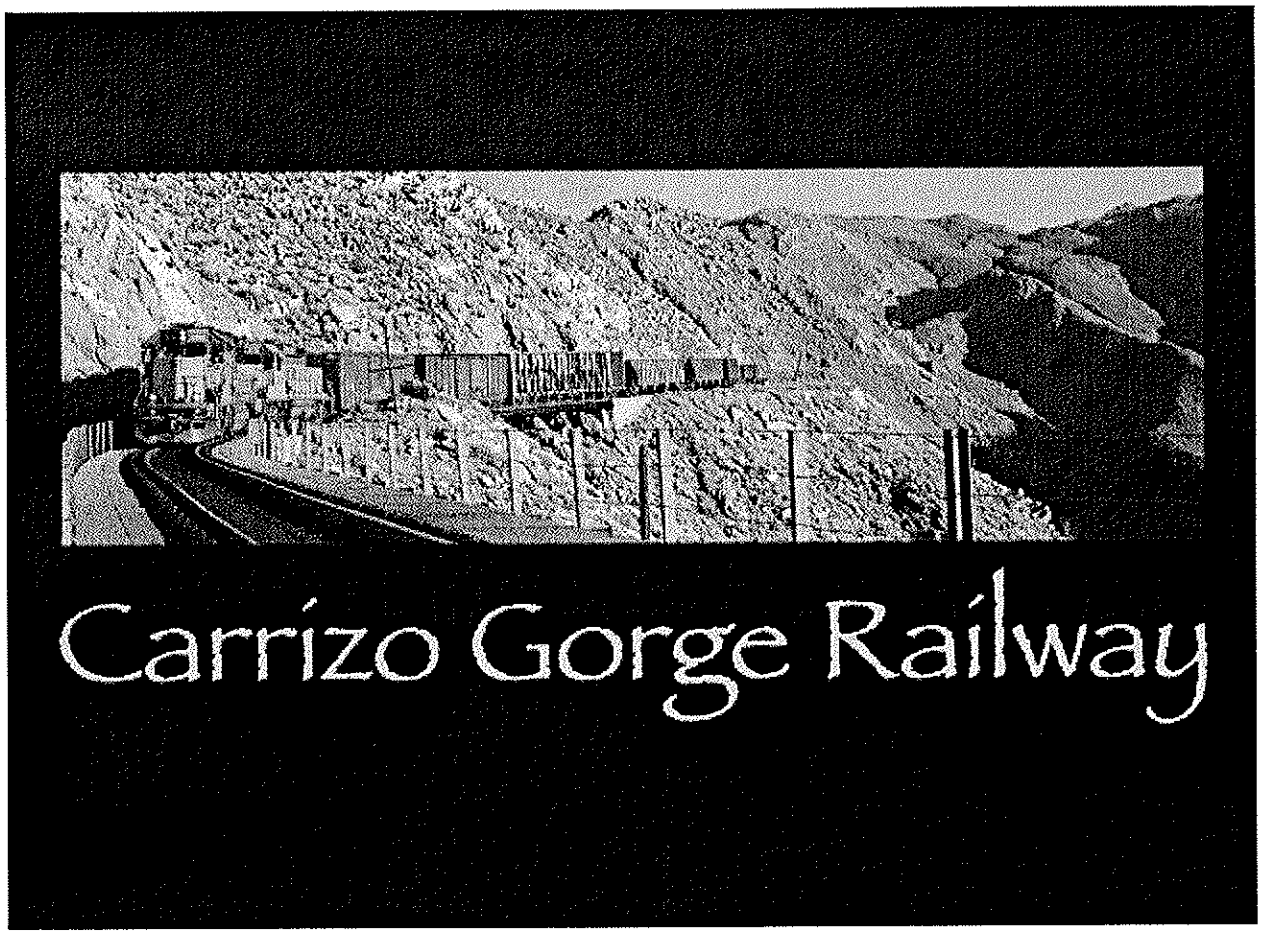
That the SD&AE Board of Directors receive: (1) a report for information; and (2) an update on the Notice to Abate Nuisance.

Budget Impact

None.

5-DESERTLINE.doc

Attachment: A. Period Report Second Quarter 2009



Periodic Report

To The San Diego & Arizona Eastern Railway Company

Second Quarter 2009

The periodic Report to the SD&AE Railway Company is produced quartely by the Carrizo Gorge Railway, Inc for the SD&AE Board, in fulfillment of contractual requirements and to document activity in the restoration of the line to regional service along with its ongoing improvement for future generations.

Accomplishments during Second Quarter 2009

- Weed Abatement.
- Bridge rehabilitation.
- Clean up and reorganization in Jacumba yard.
- Desert Line Spur Maintenance.

Fire Incident Report

CONTENTS

SECOND QUARTER 2009 ACTIVITY

Appendix A- MOW Summary

Appendix B- Desert Line Track Rehabilitation Offset Financial Summary

Appendix C- Desert Line Freigth Revenues Financial Summary

Second Quarter 2009

CARRIZO GORGE RAILWAY, INC.

Metropolitan Transit Development Board
San Diego & Arizona Eastern Railway Board
1255 Imperial Avenue 10th floor
San Diego,California 92101

Pursuant to reporting agreement, here is the summary of Second Quarter activity for 2009.

I. Labor

As of June 30th , 2009, Carrizo Gorge Railway has **22** employees to cover overall administration of the road and operations in the U.S. on the Desert Line.

4 Administration
1 Marketing
1 Purchasing Agent
1 DSL (contractor)
1 Train Master-Dispatcher
5 Track Maintenance
1 Track & Signaling Inspector
1 Division Engineer
3 Locomotive engineers
3 Railroad police
1 Railroad police chief

II. Marketing

Carrizo Gorge Railway continued to work with its marketing plan to increase revenues once the Desert Line rehabilitation is concluded.

Carrizo Gorge Railway continued working to improve relations with Admicarga in an effort to increase revenues as well as the improvement of service to the shipping community in the region.

III. Desert Line

Carrizo Gorge Railway is the rail freight operator on the Desert Line by contractual agreement with Rail America/ SD&IV and with the approval of SD&AE/ MTDB.

The desert line condition has been improving due to heavy maintenance, weed abatement and general clean up and repairs.

1. In the second quarter of 2009, Carrizo Gorge continued working on vegetation clearance to mitigate fire hazards within railroad right-of-way.
   - April10 MP 94.0 to MP 94.1 – 0.1 Miles
   - April 15 MP 93.9 to MP 94.0 – 0.1 Miles
   - April 29 MP 96.0 to MP 96.1 – 0.1 Miles
   - May 8 MP 96.1 to MP 96.2 – 0.1 Miles
   - May 22 MP 82.0 to MP 82.15 – 0.15 Miles
   - May 26 MP 60.0 to MP 61.5 – 1.5 Miles
   - May 27 MP 61.5 to MP 64.0 – 2.5 Miles
   - May 28 MP 129.5 to MP 129.6 – 0.1 Miles
   - May 29 MP 65.5 to MP 66.0 - 0.5 Miles (Campo Yard)
   - June 1 MP 66.0 to MP 66.1 – 0.1 Miles
   - June 2 MP 66.2 to MP 66.25 – 0.05 Miles
   - June 3 MP 65.5 to MP 66.0 – 0.5 Miles (Campo Yard)
   - June 4 MP 66.2 to MP 66.25 – 0.05 Miles
   - June 8-12 MP 82.0 to MP 120.0 Removing fire hazard materials from the required clearance area of 10-ft.
   - June 15 MP 82.5 to MP 82.8 – 0.3 Miles
   - June 16 MP 66.35 to 66.4 – 0.05 Miles
   - June 17 MP 66.4 to MP 66.5 – 0.1 Miles
   - June 22 MP 89.9 to MP 92.9 – 3.1 Miles
   - June 23 MP 80.5 to 89.8 – 9.8 Miles

Fallowing regulations, Carrizo Gorge Railway has concluded the weed abatement program scheduled for this quarter.

2. Desert Line Rehabilitation –Bridge Repairs:
   - MP 119.57
     a) On June 29, 2009 Concluded repairs (per OSMOSE priority 2 and 3).
     b) On June 30, 2009, CZRY requested inspection from MTS.
     c) Presently, CZRY awaits bridge inspection from MTS.

   - MP 120.37
     a) On June 25, 2009 Concluded repairs (per OSMOSE priority 2 and 3).
     b) On June 30, 2009 CZRY requested inspection from MTS.
     c) Presently, CZRY awaits bridge inspection from MTS.

   - MP 126.61

a) On June 29, 2009 Concluded repairs (per OSMOSE priority 2 and 3).
b) On June 30, 2009 CZRY requested inspection from MTS.
c) Presently, CZRY awaits bridge inspection from MTS.

- MP 128.92
  a) On June 25, 2009 Concluded repairs (per OSMOSE priority 2 and 3).
  b) On June 30, 2009 CZRY requested inspection from MTS.
  c) Presently, CZRY awaits bridge inspection from MTS.

3. Jacumba Yard:
   - This quarter, CZRY continued clean up and reorganization of the Jacumba Yard.

4. Desert Line Spur Maintenance:
   - Dubber's Spur: Spur repairs were completed, to allow more storage space. The spur operational track was 350 ft. whereas now is 770 ft.

   - Tunnel 16 Spur: Spur repairs were completed to allow more storage space. The spur operational track was 100 ft. whereas now is 300 ft.

IV. Reportable Injuries / Environmetal Incidents

There were no reportable injuries during the second quarter of 2009.

There were no reportable accidents in the second quarter of 2009.

There were no environmetal incidents during the second quarter of 2009.

Fire Incident on May 24th, 2009. *Please see attached fire investigation report.

Due to the most recent fire incident, Carrizo Gorge Railway has established new annual programs to prevent and reduce fire hazards.

ANNUAL DESERT LINE WEED ABATEMENT PROGRAM and SPARK ARRESTORS CLEANING PROGRAM

The objective of the programs is to prevent fires between MP 59.9 to MP 129.6 by complying with the requirements and or regulations set forth by the California Department of Forestry and

Fire Protection (CDF), General Code of Operating Rules (GCOR) and the Code of Federal Regulations (Title 49 CFR part 200-300).

V. Freight Activity

There was no freight activity in the second quarter of 2009 due to the ongoing Desert Line rehabilitation project to improve safety, capacity and reliability.

MOW Sand carloads moved on the Desert Line	0
Revenue Sand carloads moved on the Desert Line	0
Revenue Freight carloads moved to/from Seeley Via interchange with UPRR, on the Desert Line	0
Non-Revenue Freight carloads moved from UPRR and USG, on the Desert Line	
Revenue Freigth carloads terminating/originating in Mexico to/from San Ysidro via interchange with SD&IV Railroad	0
Total overall Second quarter 2009 Carloads Moved	**0**

VI. Mexican Railroad

Carrizo Gorge Railway is the rail freight operator for the State of Baja California, México and continues to employ the following personnel dedicated to freight service south of the border.
Here is an update of Carrizo Gorge Railway, Inc. México's Operation.

CURRENT MEXICO PERSONNEL

1 Director of Operations
1 Trainmaster
3 Dispatchers
3 Train Engineers
6 Conductors
1 Mechanic
1 Car Inspector
1 Division Engineer
1 Track Inspector
2 Track Supervisor

8 Track laborer

Appendix A

M.O.W. SUMMARY

DESERT LINE

TRACK

Ties Installed (6" x 8" x 8')	24	each
(7" x 9" x 9")	0	each
Stringers	0	each
90 lb/yd (33ft) Rail Change Out	2	each
113 lb. Rail Change Out	0	each
Repair Open Joints	0	each
Track Regaging	0	each
Separator Rails (4" x 8" x 20")	0	each
Replace Missing Track Bolts	3	each
Rail Anchors Replaced	10	each
Repair Broken angle bars (60 lb.)	0	each
(75 lb.)	0	each

(90 lb.)	4	each
Track Surfaced	0	ft
Track Spikes Used (new)	370	each
Switch Ties Installed	0	each

Appendix B

OFFSET FINANCIAL SUMMARY

DESERT LINE SAND OPERATION

There was no production or commercial sale of sand from M.O.W. activity on the Desert Line during First Quarter of 2009.

Appendix C
FINANCIAL SUMMARY

DESERT LINE

REVENUE FREIGTH HAULED

Railcar loads to/from UP Interchange, Seeley /Plaster City	0
Railcar loads revenue sand from Dixie (Plaster City) to Campo	0
Non-revenue Freigt USG Cars	
Total	**0**

Track Use Fees:

Interchange freigth to/from UPRR over the Desert Line

SD&AE / MTS 1% payment	0.00
SD&IV / Rail America payment 6.9	0.00

Revenue Sand from Dixie to Campo

SD&AE / MTS 1% payment	0.00
SD&IV RailAmerica payment (0 cars at $0.00 each)	0.00

Agenda

Item No. 6a

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

SDAE 710.1 (PC 50771)

July 28, 2009

SUBJECT:

SUMMARY OF SD&AE DOCUMENTS ISSUED SINCE APRIL 21, 2009

RECOMMENDATION:

That the SD&AE Railway Company Board of Directors receive a report for information.

Budget Impact

None.

DISCUSSION:

Since the April 21, 2009, SD&AE Railway Company Board of Directors meeting, the documents described below have been processed by staff.

- S200-09-399: Right of Entry Permit to HP Communications, Inc. to repair fiber infrastructure at 36th Street in San Diego and Lemon Avenue in La Mesa.
- S200-09-401: Right of Entry Permit to the US Navy for the Bay Bridge run/walk event.
- S200-09-402: Right of Entry Permit to the City of La Mesa for its Flag Day Parade.
- S200-09-403: Right of Entry Permit to David Evans & Associates for performing topographic surveys on the South Line.
- S200-09-404: Right of Entry Permit to Hillcrest Contracting for construction of the Palomar Gateway Project in Chula Vista.
- S200-09-405: Termination of license for a private crossing of the Coronado Branch with Dynergy, Inc.
- S200-09-406: Lease with Levi Herman for a portion of the spur track right-of-way at Main Street in Chula Vista.

- S200-09-407: Right of Entry Permit to Ninyo & Moore for excavation of test pits at the San Ysidro Yard.

- S200-09-408: Right of Entry Permit to Ross A. Guy & Son General Engineering for test pit excavations at the San Ysidro Yard.

- S200-09-409: Construction and Maintenance Agreement with the City of San Diego for the Bayshore Bikeway Project.

- S200-09-410: Right of Entry Permit to Ortiz Asphalt Paving, Inc. to perform roadway paving on State Route 94 in Campo.

- S200-09-411: Right of Entry Permit to PAR Electric to perform pole replacement for SDG&E on the Coronado Branch at F and G Streets.

- S200-09-412: Right of Entry Permit to TY Lin International to perform bridge inspections on the Orange Line.

JULY28-09.6a.DOCS ISSUED.TALLISON.doc

Agenda

Item No. 6b

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

SDAE 710.1 (PC 50771)

July 28, 2009

SUBJECT:

LICENSE AGREEMENT WITH TESSERA SOLAR

RECOMMENDATION:

That the SD&AE Railway Company Board of Directors approve issuing a license to Tessera Solar for a proposed at-grade crossing over SD&AE tracks located west of Plaster City and south of S80 (Evan Hewes Highway) at County Road 2003.

Budget Impact

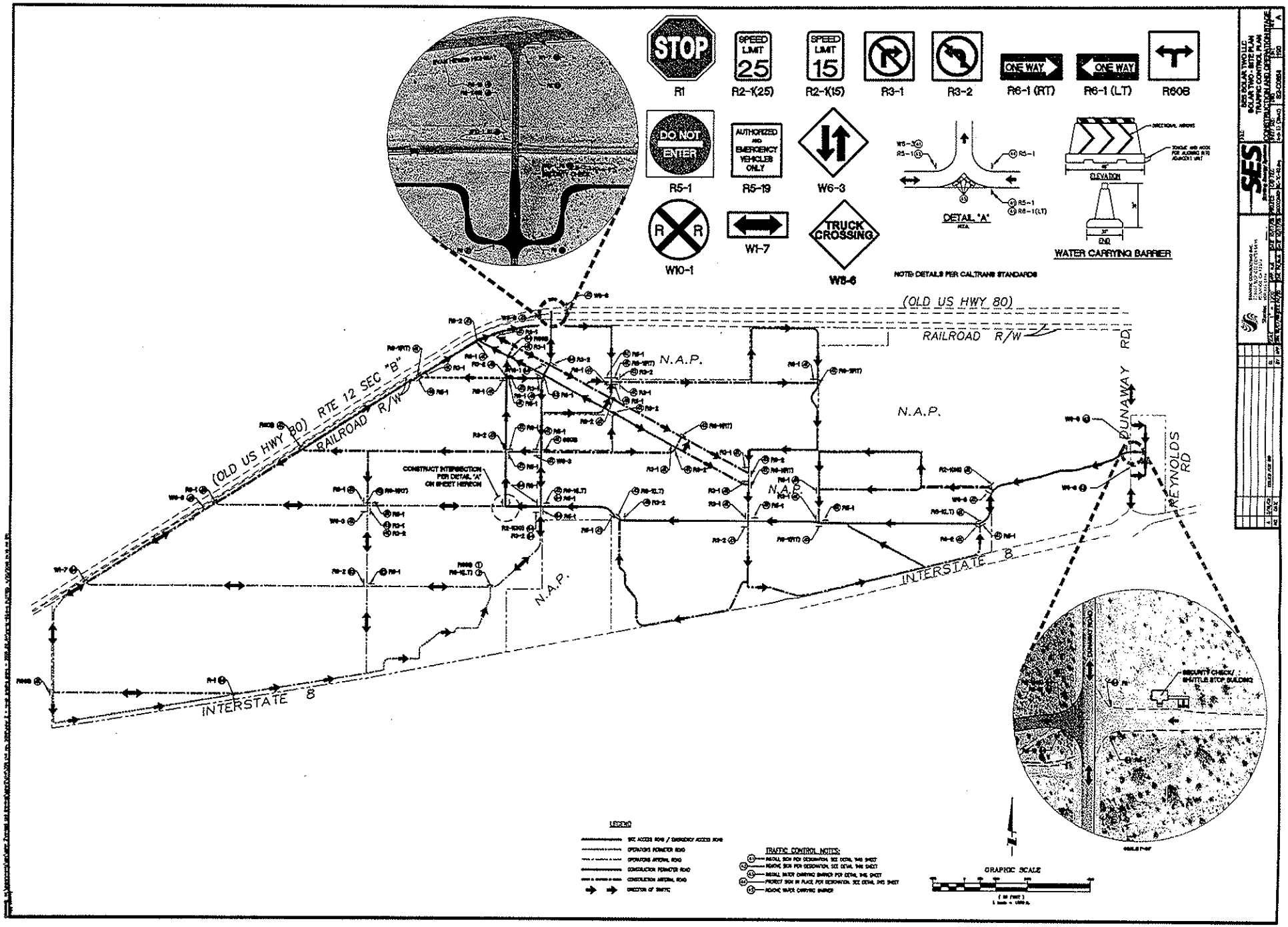
Yearly license fees would be credited to the SD&AE Reserve, and processing fees would be reimbursed to MTS.

DISCUSSION:

Tessera Solar requests the issuance of a license for an at-grade crossing over SD&AE tracks located west of Plaster City and south of S80 (Evan Hewes Highway) at County Road 2003 on the Desert Line. The crossing would serve as the main entrance to a 750-megawatt solar panel power plant that will serve Southern California. Exhibit of the proposed project are attached.

JULY28-09.6b.TESSERA SOLAR.TALLISON.doc

Attachment: Proposed Project


STOP
R1
SPEED LIMIT 25
R2-1(25)
SPEED LIMIT 15
R2-1(15)
R3-1
R3-2
ONE WAY
R6-1 (RT)
ONE WAY
R6-1 (LT)
R60B
DO NOT ENTER
R5-1
AUTHORIZED AND EMERGENCY VEHICLES ONLY
R5-19
W6-3
R R
W10-1
W1-7
TRUCK CROSSING
W8-6
DETAIL "A"
NOTE: DETAILS PER CALTRANS STANDARDS
ELEVATION
WATER CARRYING BARRIER
(OLD US HWY 80)
RAILROAD R/W
RTE 12 SEC "B"
N.A.P.
CONSTRUCT INTERSECTION PER DETAIL "A" ON SHEET HEREON
INTERSTATE 8
RUNAWAY RD.
REYNOLDS RD
SECURITY CHECK/ SHUTTLE STOP BUILDING
LEGEND
TRAFFIC CONTROL NOTES:
GRAPHIC SCALE
SES
BDS SOLAR TWO LLC
SOLAR TWO - SITE PLAN
TRAFFIC CONTROL PLAN

Agenda

Item No. 6C

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

SDAE 710.1 (PC 50771)

July 28, 2009

SUBJECT:

OTAY VALLEY REGIONAL PARK TRAIL CROSSING

RECOMMENDATION:

That the SD&AE Board of Directors approve a public crossing and agreements for the Otay Valley Regional Park Trail north of the Palm Avenue Station in the City of San Diego.

Budget Impact

Revenue would be credited to the SD&AE Reserve, and processing fees would be reimbursed to MTS.

DISCUSSION:

The County of San Diego (County) is pursuing a regional pedestrian trail running easterly along the Otay Valley Regional Park in the City of San Diego north of the Palm Avenue Station. The County proposes to cross the SD&AE right-of-way with a westerly portion of the trail. Attachment A shows the alignment of the trail through the right-of-way. The trail would cross Hollister Street north of the Otay River; enter the SD&AE right-of-way on the west side of the property; turn south and run southerly along the toe of the existing railway berm; turn east to cross the tracks under the existing bridge at the Otay River; and turn south again and proceed south along the east side of the property to the northerly terminus of the sidewalk of the Palm Avenue Station. The trail would branch to the east along the County property on the south side of the Otay River.

The project is to be constructed by the County and then turned over to the City of San Diego (City) for operations and maintenance. The County and the City have entered into the Joint Exercise of Power Agreement dated July 5, 2006, to document this arrangement. In addition, the County has obtained approval of a public grade-separated crossing from the California Public Utilities Commission dated December 18, 2008 (Decision 08-12-044 attached as Attachment B).

Staff brought this item before the Board in November 2005 for approval. The Board directed staff to return to negotiations with the County on liability and project design issues. Attachment C is the negotiated Draft Construction and Maintenance Agreement for the project that would be executed by SD&AE, MTS, the County, and the City. It covers project design, maintenance, operations, safety, insurance, and liability as negotiated by MTS General Counsel, the County Counsel's Office, and the City Attorney's Office. Staff recommends approval of the agreements in substantially the same format as attached.

JULY28-09.6c.OTAY VALLEY REG
PARK TRAIL XING.TALLISON.doc

Attachments: A. Project Plans
B. CPUC Decision 08-12-044
C. Draft Construction and Maintenance Agreement

OTAY VALLEY REGIONAL PARK
TRAILS PROJECT-STAGE 2

DEPARTMENT OF PARKS AND RECREATION
COUNTY OF SAN DIEGO
5201 RUFFIN ROAD, SUITE P, SAN DIEGO, CALIFORNIA 92123

GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SURVEY MONUMENTS AND/OR VERTICAL CONTROL BENCHMARKS WHICH ARE DISTURBED OR DESTROYED BY CONSTRUCTION. A LAND SURVEYOR MUST FIELD LOCATE, REFERENCE, AND/OR PRESERVE ALL HISTORICAL OR CONTROLLING MONUMENTS PRIOR TO ANY EARTHWORK IS DISTURBED. A LAND SURVEYOR SHALL REPLACE SUCH MONUMENTS WITH APPROPRIATE MONUMENTS. A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILED AS REQUIRED BY THE PROFESSIONAL LAND SURVEYORS ACT. IF ANY VERTICAL CONTROL IS TO BE DISTURBED OR DESTROYED, THE COUNTY OF SAN DIEGO FIELD SURVEY SECTION MUST BE NOTIFIED, IN WRITING, AT LEAST 3 DAYS PRIOR TO CONSTRUCTION. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPLACING ANY VERTICAL CONTROL BENCHMARKS DESTROYED BY THE CONSTRUCTION.

2. IMPORTANT NOTICE: SECTION 4216 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID. FOR YOUR DIG ALERT I.D. NUMBER, CALL UNDERGROUND SERVICE ALERT, TOLL FREE 1-800-422-4133, TWO DAYS BEFORE YOU DIG.

3. CONTRACTOR SHALL IMPLEMENT AN EROSION AND SEDIMENT CONTROL PROGRAM DURING THE PROJECT GRADING AND/OR CONSTRUCTION ACTIVITIES. THE PROGRAM SHALL MEET ALL APPLICABLE REQUIREMENTS OF THE STATE WATER RESOURCE CONTROL BOARD AND THE CITY OF SAN DIEGO MUNICIPAL CODE AND STORM WATER STANDARDS MANUAL.

4. ALL EXISTING AND/OR PROPOSED PUBLIC UTILITY SYSTEM AND SERVICE FACILITIES SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH SECTION 144.0240 OF THE MUNICIPAL CODE.

5. DEVIATIONS FROM THESE SIGNED PLANS WILL NOT BE ALLOWED UNLESS A CONSTRUCTION CHANGE IS APPROVED BY THE RESIDENT ENGINEER OR THE CHANGE IS REQUIRED BY THE COUNTY INSPECTOR.

6. AS-BUILT DRAWINGS MUST BE SUBMITTED TO THE RESIDENT ENGINEER PRIOR TO ACCEPTANCE OF THIS PROJECT BY THE COUNTY OF SAN DIEGO.

7. THE AREA WHICH IS DEFINED AS A NON GRADING AREA AND WHICH IS NOT TO BE DISTURBED SHALL BE STAKED PRIOR TO START OF THE WORK. THE PERMIT APPLICANT AND ALL OF THEIR REPRESENTATIVES OR CONTRACTORS SHALL COMPLY WITH THE REQUIREMENTS FOR PROTECTION OF THIS AREA AS REQUIRED BY ANY APPLICABLE AGENCY. ISSUANCE OF THE GRADING PERMIT SHALL NOT RELIEVE THE APPLICANT OR ANY OF THEIR REPRESENTATIVES OR CONTRACTORS FROM COMPLYING WITH ANY STATE OR FEDERAL REQUIREMENTS BY AGENCIES INCLUDING BUT NOT LIMITED TO CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, CALIFORNIA DEPARTMENT OF FISH AND GAME. COMPLIANCE MAY INCLUDE OBTAINING PERMITS, OTHER AUTHORIZATIONS, OR COMPLIANCE WITH MANDATES BY ANY APPLICABLE STATE OR FEDERAL AGENCY.

8. CONTRACTOR SHALL REMOVE AND REPLACE ALL UTILITY BOXES SERVING AS HANDHOLES THAT ARE NOT IN "AS-NEW" CONDITION IN PROPOSED SIDEWALK. DAMAGED BOXES, OR THOSE THAT ARE NOT IN COMPLIANCE WITH CURRENT CODE SHALL BE REMOVED AND REPLACED WITH NEW BOXES, INCLUDING WATER, SEWER, TRAFFIC SIGNALS, STREET LIGHTS, DRY UTILITIES-SDG&E, COX, ETC. ALL NEW METAL LIDS SHALL BE SLIP RESISTANT (FRICTION FACTOR >/= 0.50) AND INSTALLED FLUSH WITH PROPOSED SIDEWALK GRADE. IF A SLIP RESISTANT METAL LID IS NOT COMMERCIALLY AVAILABLE FOR THAT USE, NEW BOXES AND LIDS SHALL BE INSTALLED.

9. "PUBLIC IMPROVEMENT SUBJECT TO DESUETUDE OR DAMAGE" IF REPAIR OR REPLACEMENT OF SUCH PUBLIC IMPROVEMENTS IS REQUIRED, THE OWNER SHALL OBTAIN THE REQUIRED PERMITS FOR WORK IN THE PUBLIC RIGHT-OF-WAY, SATISFACTORY TO THE PERMIT-ISSUING AUTHORITY.

SPECIAL NOTES

THE FOLLOWING NOTES ARE PROVIDED TO GIVE DIRECTIONS TO THE CONTRACTOR BY THE ENGINEER OF WORK. THE CITY SIGNATURE ON THESE PLANS DOES NOT CONSTITUTE APPROVAL OF ANY OF THESE NOTES AND THE CITY WILL NOT BE HELD RESPONSIBLE FOR THEIR ENFORCEMENT.

1. NEITHER THE OWNER, NOR THE ENGINEER OF WORK WILL ENFORCE SAFETY MEASURES OR REGULATIONS. THE CONTRACTOR SHALL DESIGN, CONSTRUCT, AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.

2. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, AND THIS RESPONSIBILITY SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

3. THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT ALL SLOPES, STREETS, UTILITIES, AND STORM DRAINS ARE BUILT IN ACCORDANCE WITH THESE PLANS. IF THERE IS ANY QUESTION REGARDING THESE PLANS OR FIELD STAKES, THE CONTRACTOR SHALL REQUEST AN INTERPRETATION FROM THE RESIDENT ENGINEER. THE CONTRACTOR SHALL ALSO TAKE THE NECESSARY STEPS TO PROTECT THE PROJECT AND ADJACENT PROPERTY FROM ANY EROSION AND SILTATION THAT RESULT FROM HIS OPERATIONS BY THE APPROPRIATE MEASURES (SAND BAGS, HAY BALES, TEMPORARY DESILTING BASINS, DIKES, SHORING, ECT.) UNTIL SUCH TIME THAT THE PROJECT IS COMPLETED AND ACCEPTED FOR MAINTENANCE BY WHATEVER OWNER, AGENCY, OR ASSOCIATION IS TO BE ULTIMATELY RESPONSIBLE FOR MAINTENANCE.

4. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO OTHER EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN HEREON AND ANY OTHERS NOT OF RECORD OR NOT SHOWN ON THESE PLANS. ALL DAMAGES THERETO CAUSED BY THE CONTRACTOR SHALL BE REPAIRED TO THE APPROPRIATE SPECIFICATIONS AND STANDARDS AT THE EXPENSE OF THE CONTRACTOR.

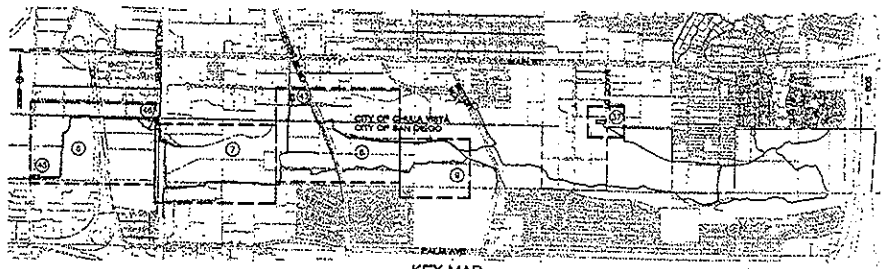
5. LOCATION AND ELEVATION OF EXISTING IMPROVEMENTS TO BE MET BY WORK TO BE DONE SHALL BE CONFORMED BY FIELD MEASUREMENTS PRIOR TO CONSTRUCTION OF NEW WORK.

6. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ANY DAMAGE TO THE EXISTING IMPROVEMENTS AND REPLACEMENT TO THE SATISFACTION OF THE FIELD ENGINEER.

7. THE CONTRACTOR SHALL MAINTAIN A SET OF PLANS, WITH AS-BUILT INFORMATION NOTED IN RED INK, ON THE SITE AT ALL TIMES DURING CONSTRUCTION, AND SHALL UPDATE INFORMATION WEEKLY.

DEFERRED ITEMS PENDING SHOP DRAWING APPROVAL

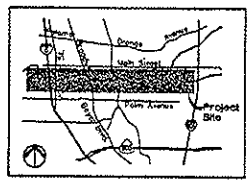
1. FOUNDATION FOR MACE STREET RESTROOM
2. MACE STREET RESTROOM
3. MACE STREET SHADE STRUCTURE
4. TRASH ENCLOSURE ROOF



KEY MAP
NOT TO SCALE

INDICATES SHEET NO.

TRAIL ALIGNMENT



VICINITY MAP
N.T.S.

OWNER

CITY OF SAN DIEGO
CITY OF CHULA VISTA
COUNTY OF SAN DIEGO

LEGAL DESCRIPTION

OTAY VALLEY REGIONAL PARK

BENCHMARK

A NAIL AND DISC STAMPED "S.D. CITY ENG." SET FLUSH IN A CONCRETE CROSS-GUTTER ON THE CENTERLINE OF TEDNA DRIVE AND ON THE NORTH SIDE OF ALVOCA STREET, 0.55 FEET NORTH OF THE EDGE OF PAVEMENT, 37 FEET NORTH OF POWER POLE # 7106264 AND 37 FEET EASTERLY OF STREET SIGN NO. 1383 AS SHOWN ON RECORD OF SURVEY MAP NO. 14841, AS POINT NO 1387. SAID ELEVATION=52.848 NGVD 29, VERTICAL DATUM.

SOURCE OF TOPOGRAPHY

AERIAL TOPOGRAPHY: GIS
FIELD SURVEY: SAPES-DYE
ASSOCIATES, NOV. & DEC., 2004

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MACE CONNECTION	60-61

TRAFFIC CONTROL NOTE

AT THE DIRECTION OF THE RESIDENT ENGINEER, THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN (11"X17") FOR APPROVAL PRIOR TO STARTING WORK. THE PLAN SHOULD BE SUBMITTED TO THE TRAFFIC CONTROL PERMIT COUNTER, 3RD FLOOR, BOOTH 23, LAND DEVELOPMENT REVIEW DIVISION, DEVELOPMENT SERVICES CENTER, 1222 FIRST AVENUE, SAN DIEGO (619-446-5150). CONTRACTOR SHALL OBTAIN A TRAFFIC CONTROL PERMIT A MINIMUM OF TWO (2) DAYS PRIOR TO STARTING WORK, AND A MINIMUM OF FIVE (5) DAYS IF WORK WILL AFFECT A BUS STOP OR AN EXISTING TRAFFIC SIGNAL, OR IF WORK WILL REQUIRE A ROAD OR ALLEY CLOSURE.

STREET DATA TABLE

STREET NAME	CLASSIFICATION	DESIGN SPEED (MPH)	FUTURE ADT (VEHICLES)	R/W (FT)
HOLLISTER ST.	2 LANE LOCAL COLLECTOR	30 MPH	7,500	86
SATURN ST.	4 LANE URBAN MAJOR	45 MPH	25,500	130

WORK TO BE DONE

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE SPECIFICATIONS AND STANDARD DRAWINGS OF THE CITY OF SAN DIEGO.

STANDARD SPECIFICATIONS:

1. STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2006 EDITION (GREENBOOK), DOCUMENT NO. AEC1231051, FILED DECEMBER 31, 2006, INCLUDING THE REGIONAL AND CITY OF SAN DIEGO SUPPLEMENT, DOCUMENT NO. AEC1231052, FILED DECEMBER 31, 2006.

2. 1999 STANDARD SPECIAL PROVISIONS FOR SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS OF CITY OF SAN DIEGO, DOCUMENT NO. 768842, FILED OCTOBER 22, 1999.

3. CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (FHWA'S MUTCD 2003 EDITION, AS AMENDED FOR USE IN CALIFORNIA), DOCUMENT NO. AEC1231064, EFFECTIVE DECEMBER 31, 2006.

4. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS, DOCUMENT NO. AEC0925082, FILED SEPTEMBER 25, 2006.

STANDARD DRAWINGS:

1. CITY OF SAN DIEGO STANDARD DRAWINGS, INCLUDING ALL REGIONAL STANDARD DRAWINGS, DOCUMENT NO. AEC1231053, FILED DECEMBER 31, 2006.

2. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD PLANS, DOCUMENT NO. AEC0925081, FILED SEPTEMBER 25, 2006.

(NOTE: THE LATEST EDITIONS OF THE PRECEDING SPECIFICATIONS OR DRAWINGS ARE APPLICABLE, THE MORE RESTRICTIVE WILL TAKE PRECEDENCE.)

LEGEND

ITEM		SYMBOL
LOCAL STAGING AREA		
RIGHT OF WAY		
PROPOSED CONTOUR		110
EXISTING CONTOUR		110
DAYLIGHT LINE		
SPOT ELEVATION		105.00
FLOW DIRECTION ARROW		
GRAVEL BAGS		
SILT FENCE		
DETAIL REFERENCE		DETAIL LETTER/NUMBER SHEET WHERE SHOWN
STRAIGHT HEADWALL	D-32 TYPE "B"	
STORM DRAIN CLEANOUT	D-9 TYPE "A"	
RIP RAP ENERGY DISSIPATOR	D-40, 500-100	
BOX CULVERT	D-77F, D-78F, D-79A	
STORM DRAIN PIPE (SIZE AND TYPE PER PLAN)	D-61	
PEELER LOG FENCE		
CHAIN LINK FENCE		
DEMOUNTABLE POST	M-18	
TRAIL CROSS SECTION		
TRAIL SEGMENT		
RETAINING WALL		
12" MODIFIED CURB	D-9	

SITE DEVELOPMENT PERMIT NO: 208174
PRIVATE CONTRACT

GRADING PLANS FOR:
OTAY VALLEY REGIONAL PARK
STAGE 2 TRAILS

CITY OF SAN DIEGO, CALIFORNIA
PARKS AND RECREATION DEPARTMENT
SHEET 1 OF 11 SHEETS

W.O. NO. 427160
PROJECT NO. 156382

REVISION	BY	APPROVED	DATE	PLANS	CHECKED
		CO. ED			

1794-6307
1841747
35056- 1-D

RECOMMENDED BY: _____ DATE _____
_____ DATE _____
APPROVED BY: _____ DATE _____
NORMAN THORNSBERRY, COUNTY ENGINEER

CONSTRUCTION CHANGE TABLE

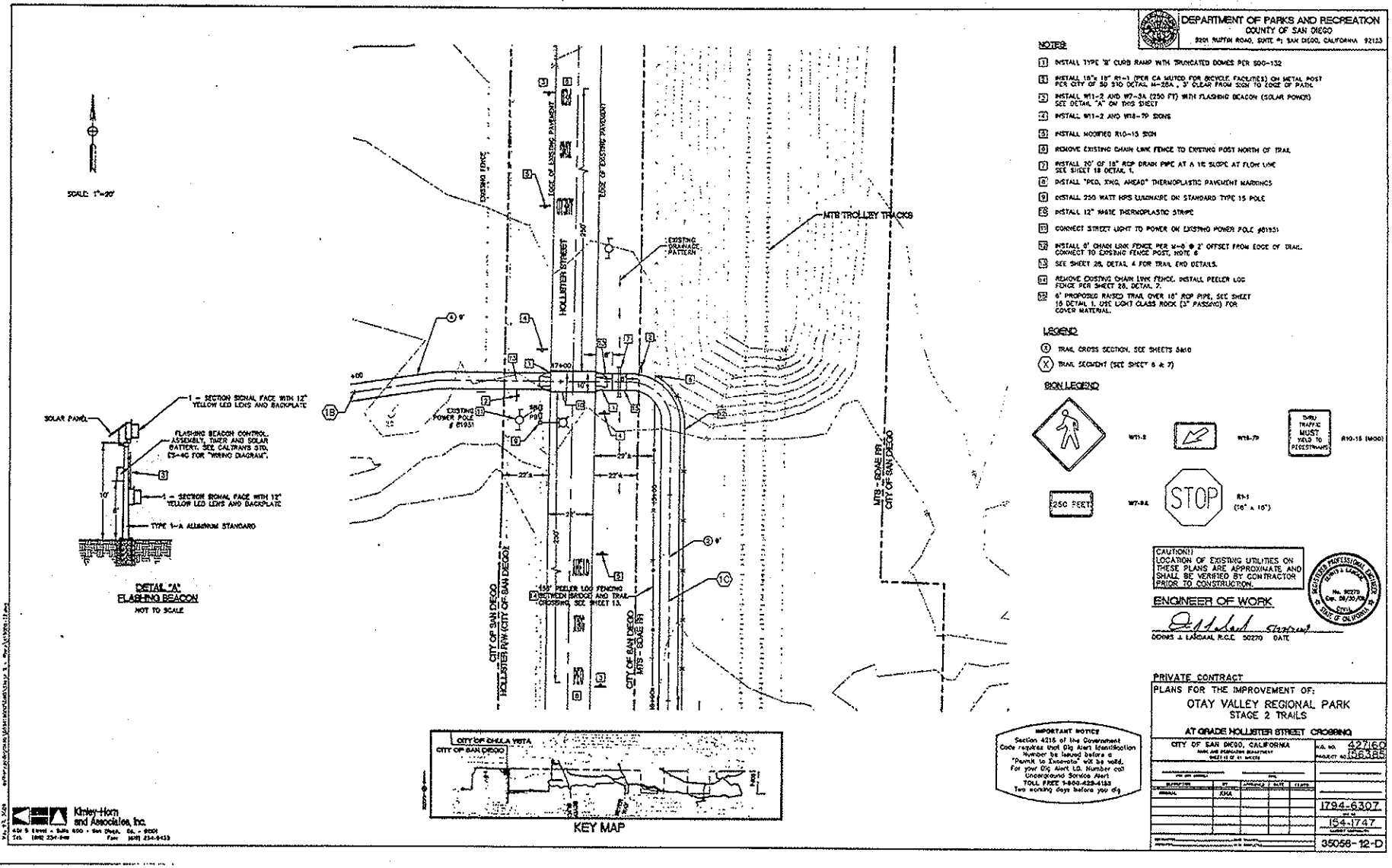
CHANGE	DATE	SHEET NOS. REVISED/ADDED THIS CHANGE	APPROVAL NO.

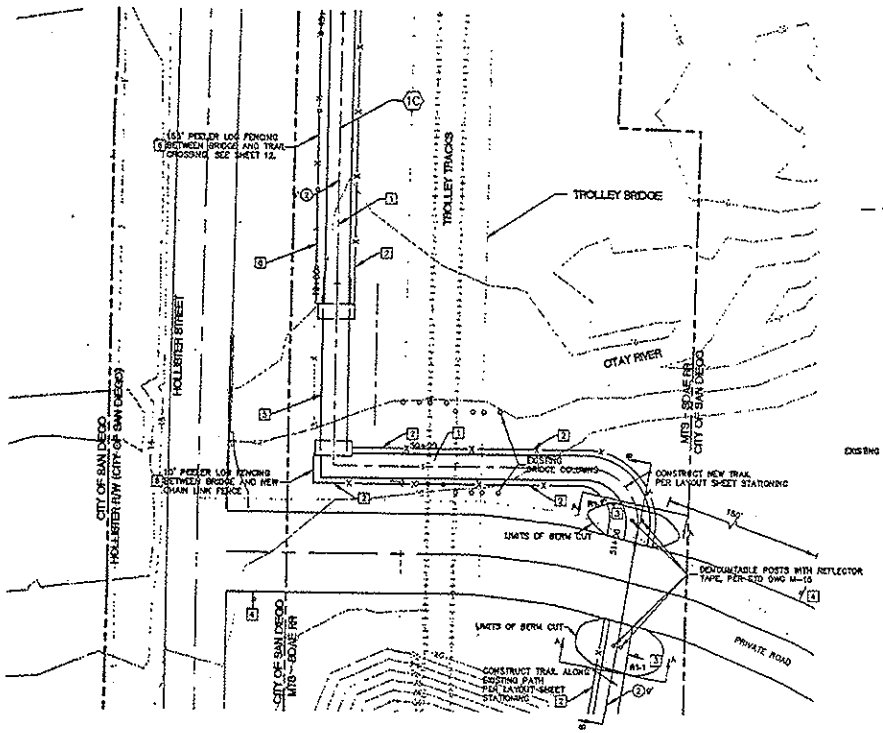
Submitted _____ By _____
Approved _____ By _____ Principal Civil Engineer

CITY OF CHULA VISTA ENGINEERING DEPARTMENT
PLANS FOR THE IMPROVEMENT OF:
MULTI-USE TRAIL WITHIN
THE OTAY VALLEY REGIONAL PARK

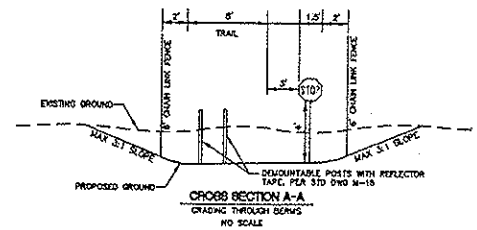
Drawing No. 03098-
W.O. NO. TT-231

ATTACHMENT A

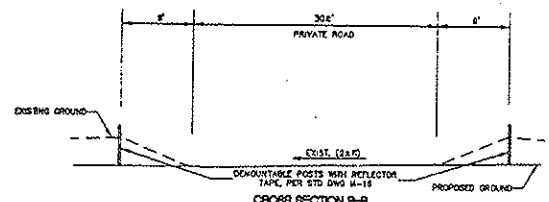

DEPARTMENT OF PARKS AND RECREATION
COUNTY OF SAN DIEGO
5201 RUFFIN ROAD, SUITE #; SAN DIEGO, CALIFORNIA 92123
NOTES
1 INSTALL TYPE "B" CURB RAMP WITH TRUNCATED DOMES PER SDG-132
2 INSTALL 18"x 18" R1-1 (PER CA MUTCD FOR BICYCLE FACILITIES) ON METAL POST PER CITY OF SD STD DETAIL H-28A, 3' CLEAR FROM SIGN TO EDGE OF PATH
3 INSTALL W11-2 AND W7-3A (250 FT) WITH FLASHING BEACON (SOLAR POWER) SEE DETAIL "A" ON THIS SHEET
4 INSTALL W11-2 AND W16-7P SIGNS
5 INSTALL MODIFIED R10-15 SIGN
6 REMOVE EXISTING CHAIN LINK FENCE TO EXISTING POST NORTH OF TRAIL
7 INSTALL 20' OF 18" RCP DRAIN PIPE AT A 1% SLOPE AT FLOW LINE SEE SHEET 18 DETAIL 1.
8 INSTALL "PED, XING, AHEAD" THERMOPLASTIC PAVEMENT MARKINGS
9 INSTALL 250 WATT HPS LUMINAIRE ON STANDARD TYPE 15 POLE
10 INSTALL 12" WHITE THERMOPLASTIC STRIPE
11 CONNECT STREET LIGHT TO POWER ON EXISTING POWER POLE #61951
12 INSTALL 6' CHAIN LINK FENCE PER W-9 @ 2' OFFSET FROM EDGE OF TRAIL. CONNECT TO EXISTING FENCE POST, NOTE 6
13 SEE SHEET 26, DETAIL 4 FOR TRAIL END DETAILS.
14 REMOVE EXISTING CHAIN LINK FENCE. INSTALL PEELER LOG FENCE PER SHEET 28, DETAIL 2.
15 6" PROPOSED RAISED TRAIL OVER 18" RCP PIPE, SEE SHEET 18 DETAIL 1. USE LIGHT CLASS ROCK (3" PASSING) FOR COVER MATERIAL.
LEGEND
6 TRAIL CROSS SECTION, SEE SHEETS 5&10
X TRAIL SEGMENT (SEE SHEET 6 & 7)
SIGN LEGEND
W11-2
W16-7P
THRU TRAFFIC MUST YIELD TO PEDESTRIANS
R10-15 (MOD)
250 FEET
W7-3A
STOP
R1-1 (18" x 18")
CAUTION!! LOCATION OF EXISTING UTILITIES ON THESE PLANS ARE APPROXIMATE AND SHALL BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION.
ENGINEER OF WORK
DENNIS A LANGAAL R.C.E. 50270 DATE
REGISTERED PROFESSIONAL ENGINEER
CIVIL
STATE OF CALIFORNIA
PRIVATE CONTRACT
PLANS FOR THE IMPROVEMENT OF:
OTAY VALLEY REGIONAL PARK
STAGE 2 TRAILS
AT GRADE HOLLISTER STREET CROSSING
CITY OF SAN DIEGO, CALIFORNIA
P.O. NO. 427160
PROJECT NO. 106385
1794-6307
154-1747
35056-12-D
IMPORTANT NOTICE
Section 4216 of the Government Code requires that Dig Alert Identification Number be issued before a "Permit to Excavate" will be valid. For your Dig Alert I.D. Number call Underground Service Alert TOLL FREE 1-800-422-4133 Two working days before you dig
SCALE 1"=20'
SOLAR PANEL
1 - SECTION SIGNAL FACE WITH 12" YELLOW LED LENS AND BACKPLATE
FLASHING BEACON CONTROL ASSEMBLY, TIMER AND SOLAR BATTERY. SEE CALTRANS STD. ES-4C FOR "WIRING DIAGRAM".
1 - SECTION SIGNAL FACE WITH 12" YELLOW LED LENS AND BACKPLATE
TYPE 1-A ALUMINUM STANDARD
DETAIL "A"
FLASHING BEACON
NOT TO SCALE
EXISTING DRAINAGE PATTERN
MTB TROLLEY TRACKS
HOLLISTER STREET
EDGE OF EXISTING PAVEMENT
EXISTING POWER POLE # 61951
PEELER LOG FENCING BETWEEN BRIDGE AND TRAIL CROSSING. SEE SHEET 13.
CITY OF SAN DIEGO
HOLLISTER R/W (CITY OF SAN DIEGO)
MTS - SDNE 151
MTS - SDNE 151 CITY OF SAN DIEGO
CITY OF CHULA VISTA
CITY OF SAN DIEGO
KEY MAP
Kimley-Horn and Associates, Inc.



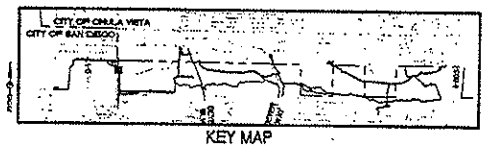
TROLLEY UNDERCROSSING PLAN
SCALE 1"=20'



CROSS SECTION A-A
GRADING THROUGH BERMS
NO SCALE



CROSS SECTION B-B
ROAD CROSSING
NO SCALE



KEY MAP

DEPARTMENT OF PARKS AND RECREATION
COUNTY OF SAN DIEGO
5201 RUFFIN ROAD, SUITE P, SAN DIEGO, CALIFORNIA 92123

NOTES:

1. SEE SHEET 50 FOR BRIDGE APPROACH GRADING DETAILS
2. INSTALL 6' CHAIN LINK FENCE PER STD DETAIL M-6 @ 2' OFFSET FROM TRAIL EDGE
3. INSTALL 18"x 18" R1-1 (PER CA MUTCD FOR BICYCLE FACILITIES) ON METAL POST PER CITY OF SD STD DETAIL M-20A
4. INSTALL W11-2 150' IN ADVANCE OF CROSSING
5. SEE SHEETS 50-58 FOR BRIDGE DETAILS
6. REMOVE EXISTING CHAIN LINK FENCE. INSTALL PEELER LOG FENCE PER SHEET 26, DETAIL 7.

LEGEND

(S) TRAIL CROSS SECTION, SEE SHEETS 58&10

(X) TRAIL SEGMENT (SEE SHEET 7)

SIGN LEGEND

R1-1

W11-2

CAUTION!
LOCATION OF EXISTING UTILITIES ON THESE PLANS ARE APPROXIMATE AND SHALL BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION.

ENGINEER OF WORK

Anthony J. Podesedlo 5/27/2008
ANTHONY J. PODESEDLO R.C.E. 67749 DATE

REGISTERED PROFESSIONAL ENGINEER
ANTHONY J. PODESEDLO
No. 67749
Exp. 06/30/09
CIVIL
STATE OF CALIFORNIA

IMPORTANT NOTICE
Section 4216 of the Government Code requires that Dig Alert Identification Number be issued before a "Permit to Excavate" will be valid. For your Dig Alert I.D. Number call Underground Service Alert
TOLL FREE 1-800-422-4133
Two working days before you dig

PRIVATE CONTRACT

PLANS FOR THE IMPROVEMENT OF:

OTAY VALLEY REGIONAL PARK
STAGE 2 TRAILS

LRT UNDERCROSSING

CITY OF SAN DIEGO, CALIFORNIA
PARKS AND RECREATION DEPARTMENT
SHEET 11 OF 64 SHEETS

P.O. NO. 427160
PROJECT NO. 156385

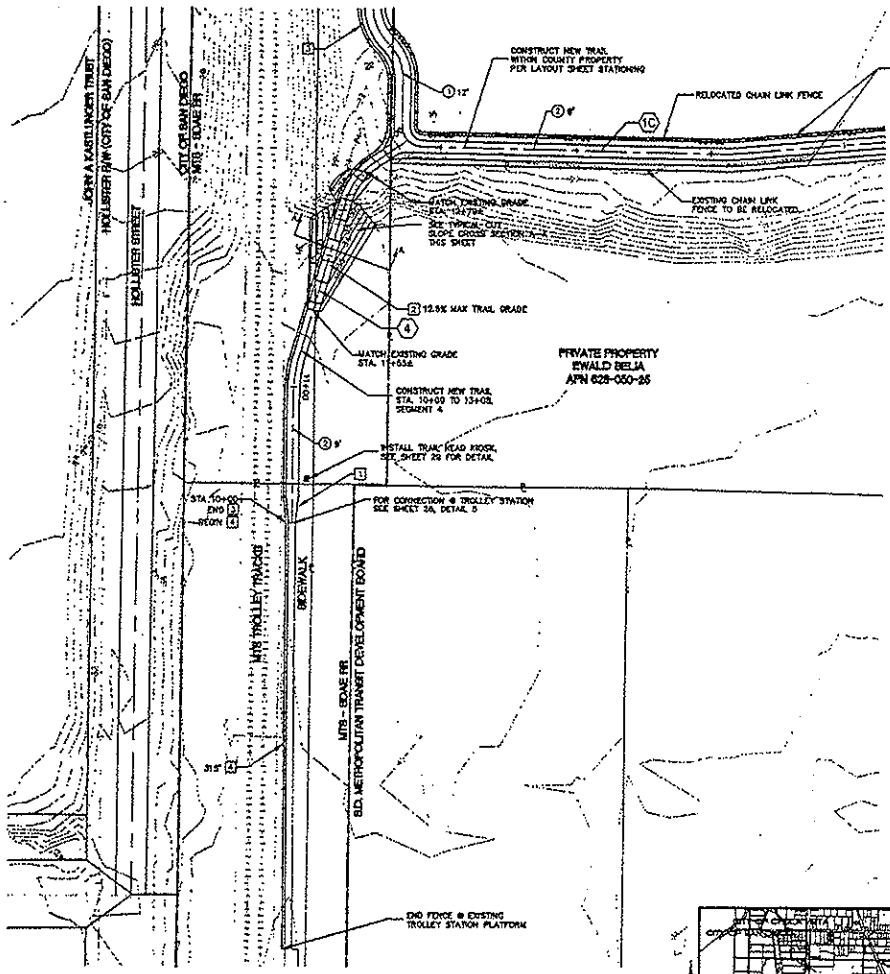
DESCRIPTION	BY	APPROVED	DATE	PLANS
ORIGINAL	KHA			

1794-6307
154-1747
35056-13-D

Kimley-Horn and Associates, Inc.
401 B Street - Suite 600 - San Diego, Ca. - 92101
Tel: (619) 234-0349 - Fax: (619) 234-9433

ATTACHMENT A

DEPARTMENT OF PARKS AND RECREATION
COUNTY OF SAN DIEGO
5201 RUFFIN ROAD, SUITE P, SAN DIEGO, CALIFORNIA 92123



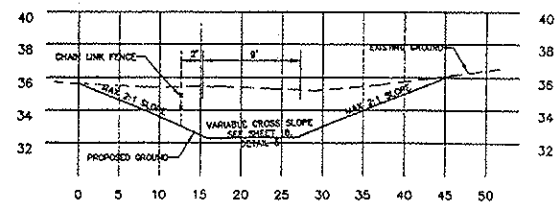
NOTES:

1. ALIGN TRAIL TO MATCH EXISTING SIDEWALK. 20' TRANSITION FROM 8' TREAD WIDTH TO 6' SIDEWALK. SEE SHEET 20, DETAIL 3.
2. 12.5% MAX SLOPE WITH CROSS SLOPE REVERSALS TO CONTROL RUNOFF VELOCITIES. SEE SHEET 18 DETAIL 8
3. 8' CHAIN LINK FENCE PER STD DETAIL M-6. INSTALL FENCE @ 2' OFFSET FROM EDGE OF TRAIL GRADING. (CONTINUED FROM SHEET 13)
4. 4' CHAIN LINK FENCE PER DETAIL M-6. START 4' FENCE AT STATION 10+00 (SEGMENT 4) AND INSTALL 315' FENCING @ 2' OFFSET ALONG EXISTING SIDEWALK.

LEGEND

(6) TRAIL CROSS SECTION. SEE SHEETS 5&10

(X) TRAIL SEGMENT (SEE SHEET 8)



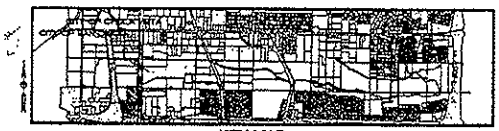
TYPICAL CUT SLOPE
CROSS SECTION A-A
STA. 11+55± TO 12+70±
N.T.S.

CAUTION!!
LOCATION OF EXISTING UTILITIES ON THESE PLANS ARE APPROXIMATE AND SHALL BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION.

ENGINEER OF WORK

DENNIS J. LANDAAL R.C.E. 50270 — DATE 5/27/2003

REGISTERED PROFESSIONAL ENGINEER — DENNIS J. LANDAAL — No. 50270 — Exp. 06/30/03 — CIVIL — STATE OF CALIFORNIA



KEY MAP

IMPORTANT NOTICE
Section 4216 of the Government Code requires Dig Alert Identification Number be issued before a "Permit to Excavate" will be valid. For your Dig Alert I.D. Number call Underground Service Alert TOLL FREE 1-800-422-4133 Two working days before you dig

PRIVATE CONTRACT

PLANS FOR THE IMPROVEMENT OF:

OTAY VALLEY REGIONAL PARK
STAGE 2 TRAILS

TROLLEY PARKING LOT CONNECTION

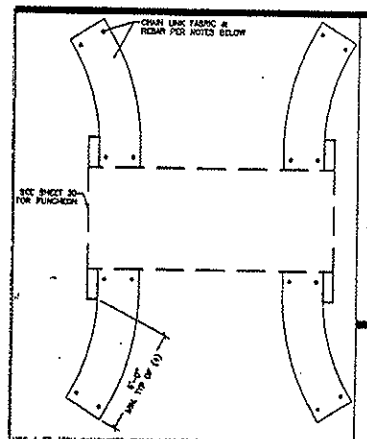
CITY OF SAN DIEGO, CALIFORNIA
PARK AND RECREATION DEPARTMENT
SHEET 6 OF 21 SHEETS

P.A. NO. 427160
PROJECT NO. 156385

REVISIONS	BY	APPROVED	DATE	PLANS
ORIGINAL	DOHA			

1794-6307
154-1747
35056-14-D

Kimley-Horn and Associates, Inc.
401 B Street - Suite 600 - San Diego, CA - 92101
Tel: (619) 234-8411 Fax: (619) 234-9433



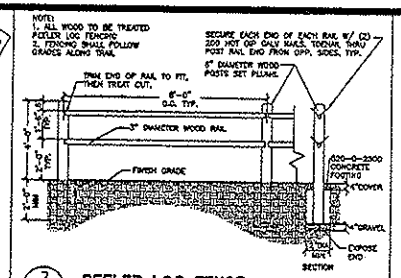
USE 4 FT. HIGH GALVANIZED CHAIN-LINK FENCING TO HOLD ROCK AND DIAMOND PIERS IN PLACE UNDER WOODEN PUNCHEONS. USE 5/8" X 4'-0" REBAR WITH 6 DIA. OVER EXPOSED TIPS TO SECURE CHAIN LINK FENCING. SECURE CHAIN-LINK FENCING TO 5/8" REBAR OVER WITH 10-GAUGE GALVANIZED WIRE.

WRAP CHAIN-LINK FENCING AROUND DIAMOND PIERS AND R/W-RAP IN "J" CONFIGURATION, UNDER PUNCHEON, UNTIL CHAIN-LINK IS TAUT. EXTEND CHAIN-LINK FENCING 6" MINIMUM FROM END OF WOOD ON EACH END OF PUNCHEON.

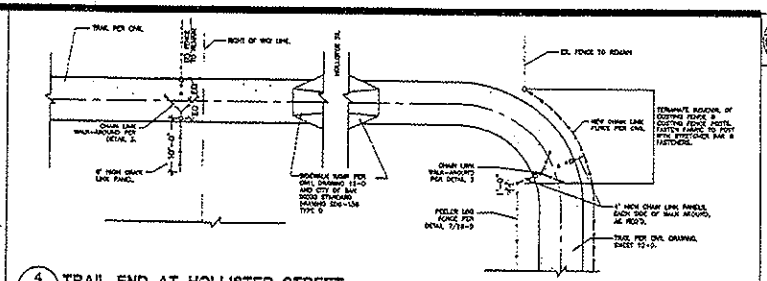
SECURE EACH SECTION OF CHAIN-LINK FENCING AT 8 POINTS (MINIMUM) USING THE 5/8" REBAR. HANGER REBAR AT APPROXIMATE 45 DEGREE ANGLE, BOTH AND PERPENDICULAR TO SOIL BASE. LEAVE 3" OF REBAR EXPOSED OVER RW-RAP. BEND TOP OF REBAR, AND SECURE TO CHAIN LINK FENCING WITH GALVANIZED WIRE.

REVIEW FABRIC PROTECTION INSTALLATION TECHNIQUE AND LAYOUT WITH COUNTY REPRESENTATIVE IN FIELD, PRIOR TO INSTALLATION.

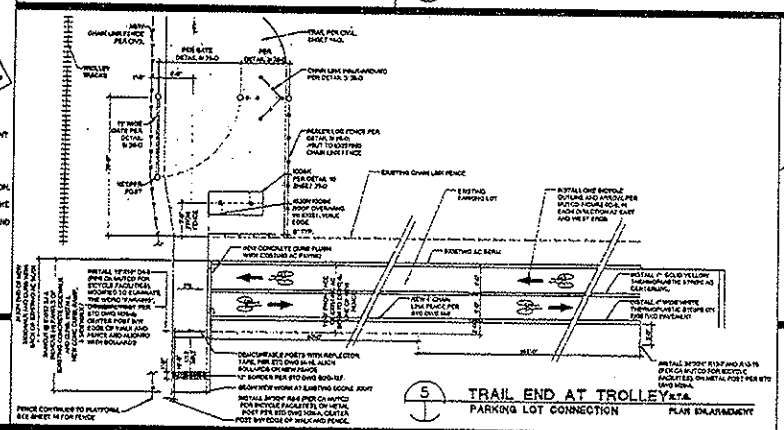
10 FABRIC PROTECTION
@ PUNCHEON
PLAN NTS



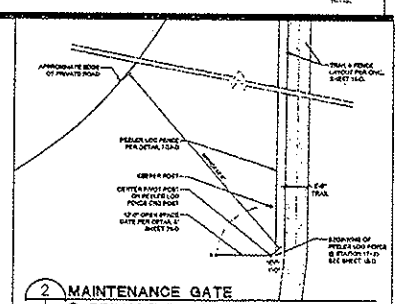
7 PEELER LOG FENCE
ELEVATION NTS



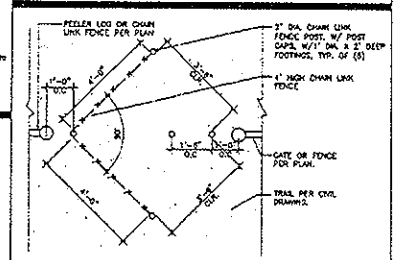
4 TRAIL END AT HOLLISTER STREET
PLAN ENLARGEMENT
N.T.S.



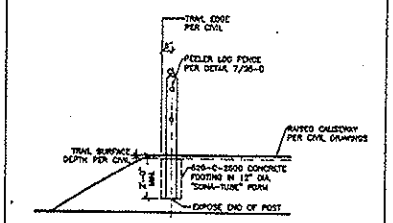
5 TRAIL END AT TROLLEY
PARKING LOT CONNECTION
PLAN ENLARGEMENT



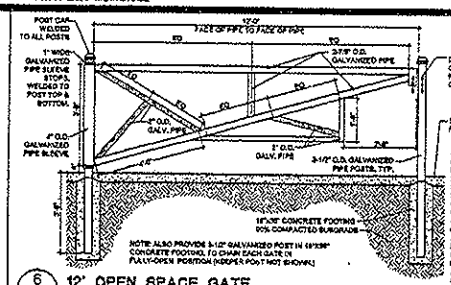
2 MAINTENANCE GATE
@ PRIVATE ROAD



3 CHAIN LINK WALK-AROUND
PLAN ENLARGEMENT



9 PEELER LOG FOOTING
@ RAISED TRAIL CAUSEWAY
SECTION NTS



6 12' OPEN SPACE GATE

C. CONTRACTOR TO PROVIDE SHOP DRAWINGS TO RESIDENT ENGINEER PRIOR TO FABRICATION.
3. ALL PIPE TO BE CLASS 1 STEEL.
3. USE 100% PENETRATION GROOVE WELDS FOR PIPE CONNECTIONS.
4. ALL HARDWARE TO BE HOT DIPPED GALVANIZED STEEL OR AS APPROVED BY RESIDENT ENGINEER.
5. PIPE SHALL BE CUT TO PROVIDE CLOSE FIT-UP OF ALL JOINTS.
6. 5/8-C-2500 CONCRETE FOOTING.

DEPARTMENT OF PARKS AND RECREATION
COUNTY OF SAN DIEGO
5201 RUFFIN ROAD, SUITE P, SAN DIEGO, CALIFORNIA 92123

ATTACHMENT A

IMPORTANT NOTICE
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CAUTION!!
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ENGINEER OF WORK

REGISTERED PROFESSIONAL ENGINEER
RAYMOND A. BARCELLA
No. 9371
CIVIL
STATE OF CALIFORNIA

PRIVATE CONTRACT

CONSTRUCTION DETAILS FOR:
OTAY VALLEY REGIONAL PARK
STAGE 2 TRAILS

CITY OF SAN DIEGO, CALIFORNIA
PLAN AND STORM DRAIN SUPERVISOR
POST OFFICE BOX 85581

DESIGNED	BY	APPROVED	R.E.	PLANS	
DRAWN					

W.O. No. 42716
PROJECT No. 136389

1794-6307
154-1747
35056-28-D

Planning & Design
Wallace Roberts & Todd, Inc.
1133 Columbia Street, Suite 205
San Diego, CA 92101
619.696.9303
fax 619.696.7935

Submitted _____ By _____
Approved _____ By _____ Principal Civil Engineer

CITY OF CHULA VISTA ENGINEERING DEPARTMENT
PLANS FOR THE IMPROVEMENT OF:
MULTI-USE TRAIL WITHIN
THE OTAY VALLEY REGIONAL PARK

Drawing No. 03098-
W.O. NO. TF-232

CPSD/RWC/DAR/JFP/vdl

Mailed 12/22/08

Decision 08-12-044 December 18, 2008

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Application of the County of San Diego for authority to construct a multi-use trail below one elevated rail structure, under the Metropolitan Transit System and San Diego Arizona and Eastern Railway rails, along the Otay Valley Regional Park Trail running from Saturn Boulevard (19th Street) to I-805 in the County of San Diego (Proposed PUC Crossing No. 104-36-10.7).	Application 08-07-040 (Filed July 16, 2008)

DECISION GRANTING AUTHORIZATION TO THE COUNTY OF SAN DIEGO TO CONSTRUCT A GRADE-SEPARATED CROSSING OF MTS & SDAE RAIL TRACKS AND A SHARED-USE PATH ALONG THE OTAY VALLEY REGIONAL PARK TRAIL IN THE COUNTY OF SAN DIEGO

Summary

County of San Diego (County) requests authorization to construct a shared-use path (also referred to as a multi-purpose or multi-use trail) below the elevated rail tracks of the Metropolitan Transit System (MTS) and San Diego Arizona and Eastern Railway (SDAE), along the Otay Valley Regional Park Trail running from Saturn Boulevard (19th Street) to Interstate 805 freeway (I-805) in the Otay River Valley within the County of San Diego. This decision grants the County's request to construct the grade-separated rail crossing.

Discussion

The purpose of the shared-use path is to implement a portion of the Otay Valley Regional Park Concept Plan adopted by the City of San Diego on April 17,

2001, the City of Chula Vista on May 15, 2001, and the County on May 23, 2001, to create a continuous east/west trail that extends 8.3 miles between Saturn Boulevard (19th Street) and I-805. To ensure the public's safety, the proposed trail will pass below the existing elevated MTS and SDAE rail tracks. The shared-use path will maintain a twelve-foot minimum vertical clearance from the bottom of the existing overhead bridge structure for the rail tracks. The CPUC crossing number for the proposed grade-separated crossing will be 036-10.70-BD.

Environmental Review and CEQA Compliance

The California Environmental Quality Act of 1970 (CEQA, as amended, Public Resources Code Section 21000 et seq.) applies to discretionary projects to be carried out or approved by public agencies. A basic purpose of CEQA is to inform governmental decision-makers and the public about potential, significant environmental effects of the proposed activities. Since the project is subject to CEQA and the Commission must issue a discretionary decision in order for the project to proceed (i.e., the Commission must approve the project pursuant to Section 1202 of the Public Utilities Code), the Commission must consider the environmental consequences of the project by acting as either a lead or responsible agency under CEQA.

The lead agency is the public agency with the greatest responsibility for supervising or approving the project as a whole.[1] Here, the County is the lead agency for this project and the Commission is a responsible agency. As a responsible agency under CEQA, the Commission must consider the lead

[1] CEQA Guidelines (Title 14 of the California Code of Regulations), Section 15051(b).

agency's environmental documents and findings before acting on or approving this project.[2]

The County found that the Otay Valley Regional Trail will have potentially significant impacts on the surrounding environment and prepared a Mitigated Negative Declaration (MND), State Clearing House No. 2006041064, dated May 10, 2006. The MND cited the following issues associated with this project: air quality, archeological-historical issues, biological resources, vegetation, water quality, wetland/riparian, and wildlife issues. These impacts were reduced to a less than significant level with the adoption of mitigation measures.

Safety, transportation and circulation, and noise are within the scope of the Commission's permitting process. The County, in the MND, identified no significant environmental impacts among those items within the scope of the Commission's permitting process.

The County subsequently filed a Notice of Determination (NOD) in compliance with the California Public Resources Code on June 16, 2006. The NOD states that 1) the project will have no significant effect on the environment; 2) a Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA; and 3) mitigation measures were made a condition of the approval of the project.

The Commission reviewed and considered the MND and NOD and finds them adequate for our decision-making purposes.

[2] CEQA Guidelines, Sections 15050(b) and 15096.

Filing Requirements and Staff Recommendations

The application is in compliance with the Commission's filing requirements, including Rule 3.7 of Rules of Practice and Procedure, which relates to the construction of a public highway across a railroad.

The Commission's Consumer Protection and Safety Division – Rail Crossings Engineering Section reviewed and analyzed the plans submitted with the application, and recommends that the Commission grant the County's request.

Categorization and Need for Hearings

In Resolution ALJ 176- 3219, dated August 21, 2008, and published in the Commission Daily Calendar on August 22, 2008, the Commission preliminarily categorized this application as ratesetting and preliminarily determined that hearings were not necessary. No protests have been received. Given these developments, it is not necessary to disturb the preliminary determinations made in Resolution ALJ 176-3219.

Waiver of Comment Period

This is an uncontested matter in which the decision grants the relief requested. Accordingly, pursuant to Public Utilities Code Section 311(g)(2) and Rule 14.6(c)(2) of the Commission's Rules of Practice and Procedure, the otherwise applicable 30-day period for public review and comment is waived.

Assignment of Proceeding

Richard Clark is the assigned Examiner in this proceeding.

Findings of Fact

1. Notice of the application was published in the Commission's Daily Calendar on August 19, 2008. There are no unresolved matters or protests; a public hearing is not necessary.

2. County requests authority, under Public Utilities Code Sections 1201-1205, to construct a grade-separated crossing by constructing a shared-use path below the existing elevated rail tracks of MTS and SDAE, along the Otay Valley Regional Park Trail running from Saturn Boulevard (19th Street) to Interstate 805 freeway in the Otay River Valley within the County of San Diego.

3. The County is the lead agency for this project under CEQA, as amended.

4. The County issued an MND, made mitigation measures a condition of approval, and found that with mitigations, the project will not have a significant effect on the environment.

5. The Commission is a responsible agency for this project and has reviewed and considered the County's MND.

Conclusions of Law

1. The NOD and MND adopted by the County as the documentation required by CEQA for the shared-use path project are adequate for our decision-making purposes.

2. The project, with mitigations, will not have a significant effect on the environment.

3. The application is uncontested and a public hearing is not necessary.

4. The application should be granted as set forth in the following order.

O R D E R

IT IS ORDERED that:

1. The County of San Diego (County) is authorized to construct a grade-separated crossing of existing elevated rail tracks owned by Metropolitan Transit System and San Diego Arizona and Eastern Railway and a proposed shared-use path for the Otay Valley Regional Park Trail, to be identified as CPUC Crossing

No. 036-10.70-BD,in County of San Diego, at the location described in its application.

2. Within 30 days after completion of the work under this order, County shall notify the Commission's Consumer Protection and Safety Division – Rail Crossings Engineering Section (RCES) in writing, by submitting a completed standard Commission Form G (*Report of Changes at Highway Grade Crossings and Separation*), of the completion of the authorized work.

3. This authorization shall expire if not exercised within three years unless time is extended or if the above conditions are not satisfied. The Commission may revoke or modify authorization if public convenience, necessity or safety so require.

4. A request for extension of the three-year authorization period must be submitted to RCES at least 30 days before the expiration of that period. Upon written request to this office, the time to complete the project may be extended. Any written request for a time extension must include concurrence letters by involved parties in support of the time extension. If an extension is requested, RCES may reevaluate the crossing prior to granting an extension.

5. The application is granted as set forth above.

6. Application 08-07-040 is closed.

This order becomes effective 30 days from today.

Dated December 18, 2008, at San Francisco, California.

MICHAEL R. PEEVEY
President
DIAN M. GRUENEICH
JOHN A. BOHN
RACHELLE B. CHONG
TIMOTHY ALAN SIMON
Commissioners

MTS DOC. NO.
SDAE 700

CONSTRUCTION AND MAINTENANCE AGREEMENT FOR THE OTAY VALLEY REGIONAL PARK TRAIL

THIS CONSTRUCTION AND MAINTENANCE AGREEMENT ("CMA") is made and entered into this _____ day of _____, 2009, by and between the SAN DIEGO METROPOLITAN TRANSIT SYSTEM ("MTS"), a California public agency, the SAN DIEGO AND ARIZONA EASTERN RAILWAY (SD&AE), a Nevada non-profit corporation (MTS and SD&AE are collectively referred to as the "Railroad"), the COUNTY OF SAN DIEGO, a political subdivision of the State of California ("COUNTY"), and the CITY OF SAN DIEGO, a municipal corporation ("CITY") (collectively the "Parties").

RECITALS

WHEREAS, Railroad is the owner of certain railroad right-of-way assets (the "ROW") located in the City of San Diego. The ROW is in active use by heavy and light-rail operators; and

WHEREAS, COUNTY proposes to construct the Otay Valley Regional Park Trail (the "Trail") at separated grade below and parallel to the Railroad tracks in substantial compliance with schematic plans attached hereto as Exhibit "A"; and

WHEREAS, the Parties agree that COUNTY will construct and CITY will maintain the Trail and COUNTY will reimburse Railroad for all Railroad staff expenses, consultant expenses, and other direct expenses accrued in reviewing, approving, and constructing the Trail and in preparing this CMA and any other agreements relating to the Trail, including but not limited to licenses for the Trail and a Right of Entry Permit that allows the COUNTY's contractor to enter into the ROW to construct the Trail; and

WHEREAS, after completion of the Trail construction, and acceptance of the Trail by CITY, this CMA, the Durable Right of Entry Permit described herein, and any Licenses issued to COUNTY under the terms of this CMA shall be automatically assigned to the CITY, as set forth below.

NOW, THEREFORE, IT IS AGREED:

1. **License**. Railroad agrees to grant to COUNTY and CITY licenses upon certain portions of the ROW in the City of San Diego, County of San Diego, attached as Exhibit "B" and Exhibit "C", respectively, solely for the purpose of constructing, maintaining and operating the Trail, in strict accordance with the provisions of this CMA. These licenses will be granted subject to the prior, continuing, and future rights and obligations of Railroad (including its licensees, successors and assigns) to use the ROW for railroad purposes and other consistent uses, including, but not limited to, existing and future transportation activities, utilities,

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communication systems, pipeline facilities and appurtenances in, upon, over, across and along the ROW, and there is expressly reserved unto Railroad, and its respective successors and assigns, the right (consistent with the rights herein granted) to construct, reconstruct, maintain, operate, and use any and all existing and future facilities and appurtenances related to the above-referenced uses. COUNTY's license shall automatically terminate and CITY's license shall automatically commence upon assignment of this CMA to CITY pursuant to Paragraph 12.

2. **Use.** If COUNTY shall use the Trail and/or ROW for any purpose other than as stated in Section 1 above, or fail to act in accordance with the provisions of this CMA, or act in a manner which interferes with the use of the ROW by Railroad (including its licensees, successors and assigns), then Railroad (or its successors and assigns) shall provide COUNTY with a timely written notice of any claim of default, meet and confer with COUNTY regarding the claim of default, and allow COUNTY a reasonable opportunity to cure the default so long as COUNTY proceeds expeditiously to cure the default. If COUNTY fails to cure the default in a timely manner, Railroad may exercise its remedies at law or equity against COUNTY. It is expressly understood and agreed by Railroad that COUNTY shall use the Trail without interference or damage to the catenary wires, pipelines, electric transmission lines, telephone lines, telegraph lines, communications systems and other facilities of like character, existing or constructed during the term of this CMA over, under, along and across the Trail and/or ROW. COUNTY hereby agrees that it will indemnify and save harmless Railroad from and against any and all liability for any such interference or damage by the COUNTY or its contractors or agents as more expressly set forth below in paragraph 8.

3. **Limitations.**

(a) **Limitations on Use.**

(i) COUNTY shall comply with all applicable terms, conditions, directives and requirements of Railroad's policies regarding rights-of-way and other MTS ordinances, rules and regulations. COUNTY shall comply with all applicable laws and regulations of the federal, state, county, local governments and all administrative agencies thereof which may have jurisdiction over COUNTY's construction, maintenance and operation of the Trail.

(ii) No use, construction, or maintenance by COUNTY or on COUNTY's behalf on the Trail will interfere with any type of railroad operations on the ROW.

(iii) COUNTY shall not leave any personal property or equipment on the ROW unattended at any time.

(b) **Limitations on Licenses.** The licenses and permission to be granted are without warranty of title of any kind, expressed or implied, and are subject to and subordinate to all prior licenses, leases, easements, restrictions, reservations, conditions, covenants,

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encumbrances, right-of-ways, liens and claims of title which may in any manner encumber the ROW.

4. **Maintenance of Trail.** COUNTY shall maintain at its expense the Trail and appurtenances constructed pursuant to the terms of this CMA and which are over, under, along and across the ROW. In performing its maintenance obligations in accordance with this Paragraph 4, the COUNTY and/or its contractors, agents and assigns shall notify Railroad seventy-two hours prior to any entry onto the ROW for any purpose (except for emergency maintenance and repairs, in which case COUNTY shall notify Railroad as soon as is possible under the circumstances) and will comply with Railroad's rules and regulations concerning use of and work within the ROW, and the instructions of Railroad's representatives in relation to the proper manner of protecting Railroad's tracks and traffic moving thereon, pole lines, signals, and other property of Railroad, or its tenants or licensees, at or in the vicinity of any maintenance work, and shall perform such work at such times as shall not endanger or interfere with safe and timely operation of Railroad's track and other facilities.

5. **Right of Entry Permit**. The exercise of any and all rights provided by this CMA is subject to the requirement that the COUNTY and/or its contractors and agents first obtain a Right of Entry Permit ("ROE Permit"), attached as Exhibit "D", from Railroad prior to entry onto the ROW for the construction or maintenance of the Trail. The ROE Permit requires that the COUNTY and/or its contractors and agents procure and maintain in force at all times during the construction contract, the insurance described in this CMA. Railroad shall timely process any applications required to obtain the Permits, and shall not unreasonably deny or delay the issuance of such Permit. The COUNTY and/or its contractors and agents will comply with all Railroad policies, rules and regulations as stated in the ROE Permit, and the instructions of Railroad's representatives in relation to the proper manner of protecting the railroad tracks and traffic moving thereon, catenary lines, pull lines, signals and other property of Railroad, or their respective tenants or licensees, during the period of construction of the Trail and shall perform the work at such times and in such a manner so as not to endanger or interfere with the safe and timely operation of the railroad track and other facilities.

6. **Durable Maintenance ROE Permit.** Notwithstanding the foregoing, Railroad hereby grants to COUNTY a Durable Maintenance ROE Permit to allow COUNTY to enter onto the Trail for routine maintenance of the Trail, including, but not limited to, activities such as trash removal, cleaning of the Trail, and similar maintenance activities, as contemplated in the Joint Exercise of Powers Agreement dated July 5, 2006 ("OVRP JPA") and attached hereto as Exhibit "E". The Durable Maintenance ROE Permit shall remain effective throughout the life of this Agreement and be subject to all of the terms of this CMA, including but not limited to the indemnity and insurance provisions. Entry onto the ROW by individuals or entities other than the COUNTY (such as contractors, agents, and non-COUNTY employees) or entry onto the ROW by COUNTY for work other than the maintenance activities as described above, shall require a separate ROE Permit as specified in paragraph 5.

7. [Reserved]

8. **Indemnification.**

(a) COUNTY

COUNTY shall indemnify, defend and hold harmless MTS, its Board, officers, directors, agents, and employees, Rail America, the San Diego and Imperial Valley Railroad ("SD&IV"), the San Diego and Arizona Eastern Railway (SD&AE), San Diego Trolley, Inc. (SDTI), San Diego Transit Corporation (SDTC) any other entity performing maintenance work on the ROW, their officers, directors, agents and employees ("Railroad Indemnitees"), from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including, but not limited to, third party claims, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the Railroad Indemnitees arising out of or connected with this CMA, the maintenance of any device or appurtenance implemented under this CMA, and any negligent acts or omissions on the part of the COUNTY, its Board of Supervisors, officers, agents, contractors, or employees. The requirements as to the types and limits of the insurance coverage to be maintained by the COUNTY as required by section 9, and any approval of the insurance by MTS and SD&AE, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by COUNTY pursuant to this CMA, including but limited to, the provisions concerning indemnification.

(b) RAILROAD

Railroad agrees to indemnify, defend and hold harmless the COUNTY and its Board of Supervisor members, officers, agents, volunteers, contractors, and employees ("COUNTY Indemnitees"), from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the COUNTY Indemnitees arising out of or connected with any acts of active negligence or omissions on the part of Railroad, their Boards, officers, agents, contractors, or employees, under or in connection with any work, authority or jurisdiction delegated to Railroad under this CMA.

9. **Insurance.**

9.1 During the construction period, the COUNTY, at its sole cost and expense, shall maintain the following insurance:

(a) General Liability

(i) The COUNTY shall maintain $15 million of general liability coverage. The COUNTY is currently self-insured for its general liability coverage. The COUNTY may opt to place excess coverage outside of CSAC-EIA/CPEIA with a similar program at

any time during this CMA. Upon request by MTS, the COUNTY shall provide satisfactory evidence that it meets the insurance requirements of this CMA. If MTS feels that the COUNTY's self-insurance level is insufficient, it shall meet and confer with the COUNTY. If MTS still feels that the COUNTY's self-insurance level is insufficient, MTS may require the COUNTY to purchase a buffer policy of general liability coverage to reduce the self-insurance amount to a level acceptable to MTS.

(ii) The coverage described above shall cover bodily injury (including death) and property damage liability, owned and non-owned equipment, and blanket contractual liability.

(iii) The policies shall not have endorsement limitations relating to operations on or near railroad property.

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

(b) Automobile Liability

(i) The COUNTY shall maintain $15 million of automobile liability coverage. The COUNTY is currently self-insured for its automobile liability coverage. The COUNTY may opt to place excess coverage outside of CSAC-EIA/CPEIA with a similar program at any time during this CMA. Upon request by MTS, the COUNTY shall provide satisfactory evidence that it meets the insurance requirements of this CMA. If MTS feels that the COUNTY's self-insurance level is insufficient, it shall meet and confer with the COUNTY. If MTS still feels that the COUNTY's self-insurance level is insufficient, MTS may require the COUNTY to purchase a buffer policy of automobile liability coverage to reduce the self-insurance amount to a level acceptable to MTS.

(ii) The insurance shall indemnify against loss from liability imposed by law for damages on account of bodily injury, property damage, and personal injury. The automobile coverage shall cover all owned, non-owned and hired automobiles.

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(c) Workers Compensation. COUNTY shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the Right-of-Way, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. COUNTY shall provide employers' liability insurance in the amount of not less than two million dollars per accident for bodily injury and disease. By its signature hereunder, COUNTY certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it will comply with such provisions in connection with any work performed on or in the ROW. Any persons providing services with or on behalf of the COUNTY shall be covered by workers' compensation (or qualified self-insurance.) COUNTY waives any rights of subrogation against MTS, SDTI, SDTC, SD&AE, SD&IV or any of their subsidiaries, and the policy form must permit and accept such waiver.

(d) Railroad Protective Insurance. COUNTY shall remove any exclusions relating to performance of operations within the vicinity of any railroad, bridge, trestle, track, roadbed, tunnel, underpass, or crossing from its General Liability Coverage for both the self insured and excess policies or purchase a separate Railroad Protective Liability policy.

(e) For any claims arising out of or connected with this CMA regarding the maintenance of any device or appurtenance implemented under this CMA, and any negligent acts or omissions on the part of the COUNTY, its Council, officers, agents, contractors, or employees, or the COUNTY's operations or activities, COUNTY's insurance shall be primary insurance to MTS, SDTI, SDTC, SD&AE, SD&IV, and their directors, officers, employees, contractors, agents or authorized volunteers. Any insurance, self-insurance or other coverage maintained by MTS, SDTI, SDTC, SD&AE, SD&IV, and their directors, officers, employees, agents or authorized volunteers shall not contribute to it. All policies and coverages shall contain a provision for 30 days written notice by the Insurer(s) to the MTS Contracts Specialist of any cancellation or material reduction of coverage. A ten-day notice is required for non-payment of premium.

(f) The COUNTY shall insure that every sublicensee, or contractor or subcontractor retained to perform the construction or maintenance of the Project, who enters upon, uses, or performs any work upon the ROW by or on behalf of COUNTY shall provide to MTS evidence of insurance as follows:

(i) Commercial General Liability. At all times during this contract and, with respect to Products and Completed Operations Liability, for 12 months following the acceptance of the work by MTS, Contractor agrees to maintain Commercial General Liability Insurance for bodily injury and property damage in an occurrence form and with insurance companies acceptable to MTS with minimum policy limits of $5 million dollars (per occurrence) for any general contractor and $3 million dollars (per occurrence) for any sub-contractors. Commercial General Liability Insurance must

include coverage for the following:

- Premises/Operations Liability
- Aggregate Limits per Project
- Products/Completed Operations Liability
- No Explosion, Collapse, and Underground (XCU) exclusion
- Contractual Liability, with respect to this agreement
- Personal Injury Liability
- Broad Form Property Damage
- Independent Contractors

All such policies shall name in the endorsement San Diego Metropolitan Transit System (MTS), San Diego Trolley, Inc. (SDTI), San Diego and Arizona Eastern Railway (SD&AE), San Diego and Imperial Valley Railroad (SD&IV), San Diego Transit Corporation (SDTC), the COUNTY of San Diego (COUNTY), and their directors, officers, agents, and employees as additional insureds as their interests may appear. All general liability coverages required under this Section 9.1(f) are PRIMARY and any insurance of MTS, SDTI, SD&AE, SD&IV, SDTC, and the COUNTY shall be excess and noncontributory (endorsement required).

(ii) Automobile Liability. At all times during this contract, Contractor agrees to maintain Automobile Liability Insurance for bodily injury and property damage including coverage for all owned, nonowned, and hired vehicles at a minimum policy limit of $5 million dollars. All such policies shall name in the endorsement San Diego Metropolitan Transit System (MTS), San Diego Trolley, Inc. (SDTI), San Diego and Arizona Eastern Railway (SD&AE), San Diego and Imperial Valley Railroad (SD&IV), San Diego Transit Corporation (SDTC), the COUNTY of San Diego (COUNTY), and their directors, officers, agents, and employees as additional insureds as their interests may appear.

(iii) Workers' Compensation/Employer Liability. At all times during this contract, Contractor agrees to maintain Workers' Compensation and Employers' Liability Insurance in compliance with the applicable statutory requirements at a minimum policy limit of $1 million dollars. Contractor waives any rights of subrogation against MTS, SDTI, SD&AE, SD&IV, SDTC, and the COUNTY and the policy form must permit and accept such waiver.

(iv) Railroad Protective Insurance. Remove any exclusions relating to

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performance of operations within the vicinity of any railroad, bridge, trestle, track, roadbed, tunnel, underpass, or crossing from its General Liability Coverage, or purchase a separate Railroad Protective policy in the amount of $5,000,000 in the name of MTS.

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

9.2 Effective as of the assignment contemplated in Paragraph 12, the CITY, at its sole cost and expense, shall procure and maintain the following insurance:

(a) General Liability

(i) The CITY shall maintain $15 million of general liability coverage. The CITY is currently self-insured for its general liability coverage up to $5 million and participates in a large risk pool (CSAC-EIA/CPEIA) which provides excess coverage from $5 million to $15 million. The CITY may opt to place excess coverage outside of CSAC-EIA/CPEIA with a similar program at any time during this CMA. Upon request by MTS, the CITY shall provide satisfactory evidence that it meets the insurance requirements of this CMA. If the CITY increases the amount of its self-insurance, the CITY shall notify MTS prior to the change in coverage. If MTS feels that the CITY's self-insurance level is insufficient, it shall meet and confer with the CITY. If MTS still feels that the CITY's self-insurance level is insufficient, MTS may require the CITY to purchase a buffer policy of general liability coverage to reduce the self-insurance amount to a level acceptable to MTS.

(ii) The coverage described above shall cover bodily injury (including death) and property damage liability, owned and non-owned equipment, and blanket contractual liability.

(iii) The policies shall not have endorsement limitations relating to operations on or near railroad property.

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

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(c) Automobile Liability

(i) The CITY shall maintain $15 million of automobile liability coverage. The CITY is currently self-insured for its automobile liability coverage up to $5 million and participates in a large risk pool (CSAC-EIA/CPEIA) which provides excess coverage from $5 million to $15 million. The CITY may opt to place excess coverage outside of CSAC-EIA/CPEIA with a similar program at any time during this CMA. Upon request by MTS, the CITY shall provide satisfactory evidence that it meets the insurance requirements of this CMA. If the CITY increases the amount of its self-insurance, the CITY shall notify MTS prior to the change in coverage. If MTS feels that the CITY's self-insurance level is insufficient, it shall meet and confer with the CITY. If MTS still feels that the CITY's self-insurance level is insufficient, MTS may require the CITY to purchase a buffer policy of automobile liability coverage to reduce the self-insurance amount to a level acceptable to MTS.

(ii) The insurance shall indemnify against loss from liability imposed by law for damages on account of bodily injury, property damage, and personal injury. The automobile coverage shall cover all owned, non-owned and hired automobiles.

(c) Workers Compensation. CITY shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the Right-of-Way, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. CITY shall provide employers' liability insurance in the amount of not less than two million dollars per accident for bodily injury and disease. By its signature hereunder, CITY certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it will comply with such provisions in connection with any work performed on or in the ROW. Any persons providing services with or on behalf of the CITY shall be covered by workers' compensation (or qualified self-insurance.) CITY waives any rights of subrogation against MTS, SDTI, SDTC, SD&AE, SD&IV or any of their subsidiaries, and the policy form must permit and accept such waiver.

(d) Railroad Protective Insurance. CITY shall remove any exclusions relating to performance of operations within the vicinity of any railroad, bridge, trestle, track, roadbed, tunnel, underpass, or crossing from its General Liability Coverage for both the self insured and excess policies or purchase a separate Railroad Protective Liability policy.

(f) For any claims arising out of or connected with this CMA regarding the

maintenance of any device or appurtenance implemented under this CMA, and any negligent acts or omissions on the part of the CITY, its Council, officers, agents, contractors, or employees, or the CITY's operations or activities, CITY's insurance shall be primary insurance to MTS, SDTI, SDTC, SD&AE, SD&IV, and their directors, officers, employees, contractors, agents or authorized volunteers. Any insurance, self-insurance or other coverage maintained by MTS, SDTI, SDTC, SD&AE, SD&IV, and their directors, officers, employees, agents or authorized volunteers shall not contribute to it. All policies and coverages shall contain a provision for 30 days written notice by the Insurer(s) to the MTS Contracts Specialist of any cancellation or material reduction of coverage. A ten-day notice is required for non-payment of premium.

(g) The CITY shall insure that every sublicensee, or contractor or subcontractor retained to perform the construction or maintenance of the Project, who enters upon, uses, or performs any work upon the ROW by or on behalf of CITY shall provide to MTS evidence of insurance as follows:

(i) Commercial General Liability. At all times during this contract and, with respect to Products and Completed Operations Liability, for 12 months following the acceptance of the work by MTS, Contractor agrees to maintain Commercial General Liability Insurance for bodily injury and property damage in an occurrence form and with insurance companies acceptable to MTS with minimum policy limits of $5 million dollars (per occurrence) for any general contractor and $3 million dollars (per occurrence) for any sub-contractors. Commercial General Liability Insurance must include coverage for the following:

- Premises/Operations Liability
- Aggregate Limits per Project
- Products/Completed Operations Liability
- No Explosion, Collapse, and Underground (XCU) exclusion
- Contractual Liability, with respect to this agreement
- Personal Injury Liability
- Broad Form Property Damage
- Independent Contractors

All such policies shall name in the endorsement San Diego Metropolitan Transit System (MTS), San Diego Trolley, Inc. (SDTI), San Diego and Arizona Eastern Railway (SD&AE), San Diego and Imperial Valley Railroad (SD&IV), San Diego Transit Corporation (SDTC), the City of San Diego (CITY), and their directors, officers, agents, and employees as additional insureds as their interests may appear. All general liability coverages required under this Section 9.2(g) are PRIMARY and that any insurance of MTS, SDTI, SD&AE, SD&IV, SDTC, and the CITY shall be excess

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and noncontributory (endorsement required).

(ii) Automobile Liability. At all times during this contract, Contractor agrees to maintain Automobile Liability Insurance for bodily injury and property damage including coverage for all owned, nonowned, and hired vehicles at a minimum policy limit of $5 million dollars. All such policies shall name in the endorsement San Diego Metropolitan Transit System (MTS), San Diego Trolley, Inc. (SDTI), San Diego and Arizona Eastern Railway (SD&AE), San Diego and Imperial Valley Railroad (SD&IV), San Diego Transit Corporation (SDTC), the City of San Diego (CITY), and their directors, officers, agents, and employees as additional insureds as their interests may appear.

(iii) Workers' Compensation/Employer Liability. At all times during this contract, Contractor agrees to maintain Workers' Compensation and Employers' Liability Insurance in compliance with the applicable statutory requirements at a minimum policy limit of $1 million dollars. Contractor waives any rights of subrogation against MTS, SDTI, SD&AE, SD&IV, SDTC, and the CITY and the policy form must permit and accept such waiver.

(iv) Railroad Protective Insurance. Remove any exclusions relating to performance of operations within the vicinity of any railroad, bridge, trestle, track, roadbed, tunnel, underpass, or crossing from its General Liability Coverage, or purchase a separate Railroad Protective policy in the amount of $5,000,000 in the name of MTS.

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

10. **Co-operation in Defense of Claims.** The Parties agree to co-operate in good faith to seek a prompt disposition, by way of dismissal or summary judgment, of any claim or litigation alleging liability of any party to this MOU, based on the construction, maintenance or operation of the Trail.

11. **Default; Termination.**

(a) In the event that COUNTY fails to perform any obligation under this CMA, COUNTY shall pay all costs and expenses incurred by Railroad in obtaining performance of such obligations, including costs of suit and reasonable attorney's fees. If COUNTY uses the ROW for any purpose not expressly authorized by this CMA or fails to act strictly in accordance with the terms and conditions of this CMA, and if such default is not corrected within 30 days' notice from Railroad to COUNTY, Railroad may prevent COUNTY from entering the ROW

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until the default is corrected. If Railroad determines that any default by COUNTY does or has the potential to cause a danger to the ROW, light rail vehicle operations, or railroad operations, and COUNTY fails or refuses to timely correct the default, Railroad may perform such work as is reasonable and necessary to remedy the danger, and COUNTY shall reimburse Railroad for all costs and damages so incurred for correcting the default. If COUNTY fails or refuses to correct any default after such notice, or refuses to timely reimburse Railroad for the work required to remedy the danger, Railroad may, upon thirty (30) days additional notice and in addition to any other remedy provided by law, terminate this CMA and prevent COUNTY from entering the ROW thereafter.

(b) In the event Railroad fails to perform any of its obligations under this CMA, COUNTY shall give Railroad written notice of the nature of the default and the steps required to remedy the default. If the default is not cured within thirty (30) days of the delivery of COUNTY's notice, COUNTY may proceed to enforce its rights and protect its interests under this CMA. Railroad shall pay all costs and expenses incurred by COUNTY in obtaining performance of the obligations, and protecting COUNTY's interests hereunder, including costs of suit and reasonable attorney's fees. In no case will any enforcement action modify the ownership or operation of the ROW.

(c) Termination of this CMA shall not release either party from any liability or obligation hereunder resulting from an event which occurred before termination.

12. Assignment.

(a) In accordance with the OVRP JPA, which allows the COUNTY to construct in this area of the OVRP and requires CITY to maintain this area of the OVRP following its construction, this CMA, including the Durable Right of Entry Permit and the Licenses conveyed herein, shall be automatically assigned to the CITY for operation and maintenance of the Trail, upon the occurrence of the following events:

(i) COUNTY's filing of a Notice of Completion for the OVRP construction project with CITY and RAILROAD; and

(ii) Written Notice of CITY's acceptance of the Notice of Completion.

(b) City hereby accepts such assignment of rights and delegation of duties, including, but not limited to, the terms of Paragraphs 8 and 9.2, above, and agrees to perform all of the COUNTY's obligations under the C&M Agreement accruing on and after the Effective Date. City further agrees to indemnify and hold the COUNTY harmless from any breach of City's duties hereunder as Assignee.

(c) COUNTY's assignment pursuant to Section 12(a) and (b) above excludes any obligations arising solely from COUNTY's construction of the OVRP.

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(d) All costs or other obligations incurred by COUNTY prior to the Effective Date will have been paid or discharged and are not assigned to City.

(e) RAILROAD hereby agrees to the assignment of the CMA to CITY as set forth above.

(f) There shall be no further assignment of the CMA without the written consent of RAILROAD, which consent may be withheld for any reason.

13. **Notices.** All notices to be given under this CMA shall be in writing and either:

(a) Sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered upon actual receipt or one (1) business day after deposit with this courier, whichever occurs first; or

(b) Sent by fax or similar means, if a copy of the notice is also sent by United States Mail, in which case notice shall be deemed delivered on transmittal by facsimile provided that a transmission report is generated reflecting the accurate transmission of the notice, as follows:

<u>COUNTY's Address for Notice:</u>
County of San Diego
Department of General Services
Attn: John Kross, Deputy Director
Real Estate Services Division
5555 Overland Avenue, Suite 2110
San Diego, California 92123

Phone (858) 694-2290
Fax: (858) 694-2369

<u>CITY's Address for Notice:</u>
City of San Diego
Park and Recreation Department
Attn: Stacey LoMedico
202 C Street
San Diego, CA 92101

Phone: (619) 236-6643
Fax: (619) 685-1313

<u>MTS and SDAE Address for Notice:</u>
Metropolitan Transit System/San Diego
and Arizona Eastern Railway
Attn: Manager of Real Estate Assets
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

Phone: (619) 595-4903
Fax: (619) 744-5986

The exercise of any and all rights provided to COUNTY by this CMA is also subject to the notice requirements set forth in the ROE Permit, attached as Exhibit "D", for the construction and maintenance of the Trail, prior to entry onto the ROW for any purpose.

These addresses may be changed by written notice to the other Parties provided that no notice of a change of address shall be effective until actual receipt by the Parties of the notice. Copies of notices, if any are so indicated, are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

14. **Waiver.** Any party's failure to enforce or exercise its rights with respect to any provision hereof shall not be construed as a waiver of such rights or of such provision.

15. **Venue.** This CMA 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 CMA, the action shall be brought in a state or federal court situated in the County of San Diego, State of California.

16. **Dispute Resolution.**

(a) The Parties agree that they shall first meet, through their senior staff representatives, to attempt to informally resolve any dispute that arises under this CMA.

(b) If the informal efforts are unsuccessful, then the Parties agree to participate in mediation. Within five (5) business days of the request of any party, the parties shall mutually agree on the person or alternative dispute resolution agency to conduct the mediation. If the Parties are unable to agree on the person or alternative dispute resolution agency to conduct the mediation, the initiating party may arrange for the office of the American Arbitration Association in downtown San Diego, California, to perform the mediation. The initiating party shall then schedule the mediation so that it is conducted within five (5) business days of the mediator's appointment. The costs of the mediation and fees of the mediator, if any, shall be shared equally by the Parties.

(c) Any dispute not resolved through the mediation required by paragraph (b) of this Section, may proceed to litigation unless the Parties agree in writing to submit the dispute to binding arbitration.

(Signature Page Follows)

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

METROPOLITAN TRANSIT SYSTEM

By:_____
Paul C. Jablonski,
Chief Executive Officer

APPROVED AS TO FORM:

By:_____
Office of General Counsel

SAN DIEGO & ARIZONA EASTERN RAILWAY

By:_____
Paul C. Jablonski, President

APPROVED AS TO FORM:

By:_____
Of Counsel

COUNTY OF SAN DIEGO

By:_____
April F. Heinze
Director of General Services

APPROVED AS TO FORM:

By:_____
County Counsel

CITY OF SAN DIEGO

By:_____
Stacey LoMedico, Director, Park and Recreation

APPROVED AS TO FORM AND LEGALITY:

By:_____
Deputy City Attorney

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Exhibit A

Trail Schematic Plans

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Exhibit B

Legal Description for MTS License Area

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Exhibit C

Plat Map for MTS License Area

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Exhibit D

Right of Entry Permit

DRAFT

Exhibit E

OVRP JPA dated July 5, 2006

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Agenda

Item No. 6d

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

SDAE 710.1 (PC 50771)

July 28, 2009

SUBJECT:

PRIVATE CROSSING OF THE CORONADO BRANCH NORTH OF E STREET IN CHULA VISTA

RECOMMENDATION:

That the SD&AE Railway Company Board of Directors approve issuing a license to the Redevelopment Agency of the City of Chula Vista for a proposed at-grade crossing over SD&AE tracks located on the Coronado Branch north of E Street in the City of Chula Vista.

Budget Impact

Yearly license fees would be credited to the SD&AE reserve, and processing fees would be reimbursed to MTS.

DISCUSSION:

Attachment A is a letter from the Redevelopment Agency of the City of Chula Vista (Agency) requesting a private crossing of the Coronado Branch north of E Street. The Agency owns a landlocked parcel to the east of the railroad right-of-way north of E Street across from the Nature Center parking lot. The Agency requests a private crossing to provide access to the parcel so that it can offer the property for development.

The Agency is negotiating access across the SDG&E property to the west of the railroad right-of-way. Once that is approved, the Agency would need access across the SD&AE right-of-way to finish the access to the property. Attachment B shows the location of the crossing requested.

JULY28-09.6d.E ST.TALLISON.doc

Attachments: A. Letter from the Redevelopment Agency of the City of Chula Vista
B. Vicinity Map

CITY OF CHULA VISTA

Redevelopment
& Housing

June 24, 2009

Mr. Timothy E. Allison
Manager of Real Estate Assets
Metropolitan Transit System
1255 Imperial Avenue
Suite 1000
San Diego, CA 92101-7490

Reference: **San Diego & Arizona Railroad Crossing - Chula Vista Bayfront**

Dear Mr. Allison:

On behalf of the Redevelopment Agency of the City of Chula Vista, staff would like to request a private crossing of the San Diego & Arizona Railroad line, just north of E Street in the Chula Vista Bayfront. Please see Attachment A for a location map.

The Redevelopment Agency owns two parcels of land (APNs 565-310-25-00 and 565-310-09-00), which were effectively landlocked by the reconstruction of the Interstate 5 Southbound on-ramp. The Agency would like to redevelop the site, but requires access in order to market the property.

Access to the site requires an easement across San Diego Gas & Electric's property to the west of the rail line, as well. Staff is currently working with Ruth Love of SDG&E to secure an easement across its property. We anticipate execution of that easement by August 2009.

The proposed access to the site will be a 50' wide driveway, extending north from E Street through the Nature Center parking lot, and then turning east across the rail line, as detailed in the Limits of Access (Attachment B), into the site. Permanent access will be developed in the future, with the development of the Bayfront.

We would like to take this crossing request to the next Board Meeting of the Metropolitan Transit System, at the end of July. Please let us know if you need additional information in order for the Board to make its decision.

Thank you for your assistance in resolving this matter. Please call me at 619-691-5022 should you have any questions.

Sincerely,

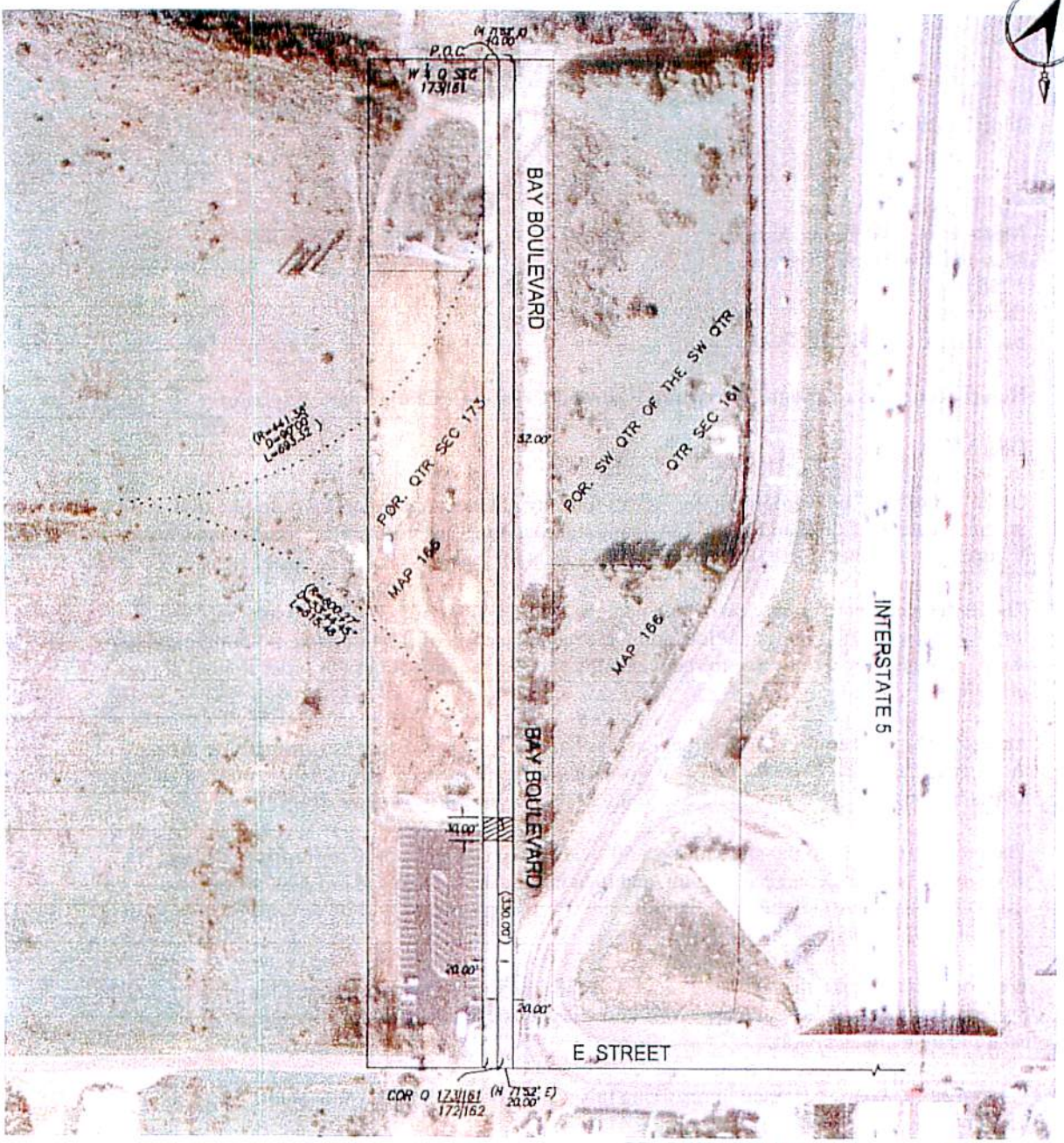
Janice Kluth, AICP
Senior Project Coordinator

Enclosures: Attachment A – Legal Description
Attachment B – Limits of Access (2 pages)

276 FOURTH AVENUE • CHULA VISTA • CA 91910 tel 619 • 691 • 5047 fax 619 • 585 • 5698 www.chulavistaca.gov/cvrh

EXHIBIT "B"

Att. B, AI 6d, SDAE 7/28/09



LIMITS OF ACCESS PURPOSES.

( ) INDICATES RECORD DATA

GRAPHIC SCALE

0 100 200

SCALE: 1" = 200'

PROFESSIONAL LAND SURVEYOR
JOSE LUIS GOMEZ
L.S. 7349
EXP. 12/31/09
STATE OF CALIFORNIA

LEGEND

CITY OF CHULA VISTA

CITY OF CHULA VISTA
PUBLIC WORKS DEPARTMENT
276 FOURTH AVENUE
CHULA VISTA, CA 91910
(619) 476-2301

JOSE LUIS GOMEZ, P.L.S. 7349
LICENSE EXPIRES 12/31/09

DATE

FILE NO. BF013

J:\Survey\BF0013\MTS Access.dwg 06/23/2009 2:00:00 PM PDT

Agenda

Item No. 7

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

SDAE 710.1 (PC 50771)

July 28, 2009

SUBJECT:

ELECTION TO FILL VACANT POSITION OF SD&AE CHAIRMAN

RECOMMENDATION:

That the SD&AE Board of Directors forward a recommendation to the MTS Board of Directors to elect Don Seil as Chairman of the SD&AE Railway Company Board of Directors.

Budget Impact

None.

DISCUSSION:

Pete Jespersen is no longer employed by RailAmerica; therefore, RailAmerica is recommending that Don Seil be elected to replace Mr. Jespersen as Chairman of the SD&AE Board of Directors. Upon the SD&AE Board's action, a recommendation would be forwarded to the MTS Board of Directors for approval of the elected SD&AE Chairman.

JULY28-09.7.ELECTCHAIRMAN.DONSEIL.TLORENZEN.doc

Agenda

Item No. 8

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

SDAE 710.1 (PC 50771)

July 28, 2009

SUBJECT:

ELECTION TO FILL VACANT POSITION OF SD&AE ALTERNATE

RECOMMENDATION:

That the SD&AE Board of Directors forward a recommendation to the MTS Board of Directors to elect Wayne Terry as the alternate for Paul Jablonski (President) to replace the position vacated by Peter Tereschuck.

Budget Impact

None.

DISCUSSION:

Peter Tereschuck, alternate for Paul Jablonski, has retired, and staff proposes forwarding a recommendation to the MTS Board of Directors to elect Wayne Terry as Mr. Jablonski's alternate.

JULY28-09.8.ELECTALTERNATE.
WAYNETERRY.TLOREN.doc