

Memorandum

To: CHAIR AND COMMISSIONERS

CTC Meeting: November 8-9, 2006

Reference No.: 2.4b.(2)
Action Item

From: CINDY McKIM
Chief Financial Officer

Prepared by: Bimla G. Rhinehart
Division Chief
Right of Way and Land Surveys

Subject: **RESOLUTION OF NECESSITY - APPEARANCE**

RECOMMENDATION:

The Department of Transportation (Department) recommends the California Transportation Commission (Commission) adopt Resolution of Necessity C-19524, which is the subject of this Appearance. The summary below identifies the location of and designates the nature of the property rights covered by the Resolution of Necessity. In accordance with statutory requirements, the owners have been advised that the Department is requesting a resolution at this time. Adoption of Resolution of Necessity C-19524 will assist the Department in the continuation of the orderly sequence of events required to meet construction schedules. (Note: This item was noticed under Reference No. 2.4b. on the blue agenda.)

ISSUE:

On September 29, 2006, the San Diego Superior Court ruled that the existing project description of a previously approved resolution of necessity was not sufficient to encompass both highway routes--State Route (SR) 905 and SR 125. An amended Resolution of Necessity is required to address the ruling of the Court and to permit an amendment to the complaint in eminent domain.

C-19524 - William Roll and Ralph Roll, Successor Co-Trustees

11-SD-125/905-PM 0.50/10.69 (KP 0.8/17.2) - Parcel 32001,32004, 32091 - EA 232309/091829. RWC Date: 1-27-05/1-17-06 (Freeway - Construct a freeway in San Diego County, in San Diego and Chula Vista from Route 905 to San Miguel Road, and from 0.5 miles (0.8 km) east of Route 805 to the Otay Mesa border crossing.) Amends Resolution No. C-19082, adopted May 26, 2005, which authorized condemnation of land in fee for a State highway, excess land in fee to which the owner has consented.

This Amendment more specifically provides notice that the subject parcels are being acquired for the planned interchange of SR 905 and SR 125 and that both routes require this interchange in order to meet the purpose and need as stated in the relevant project documents. Located in the city of San Diego and Chula Vista at Otay Mesa Road/Route 905. APN 646-121-09, 10, 11, 13, 14.

Objections to the above Amended Resolution of Necessity have been submitted in writing by the owners. Attached is the owner's October 18, 2006, letter containing the written objections to the Resolution of Necessity, as well as the Department's written response dated October 25, 2006.

Attachments

Resolution of Necessity Appearance Fact Sheet

PROJECT DATA 11-SD-125-PM 0.50/10.69
Expenditure Authorization (EA) 232309

Location: State Route (SR) 125 in the city of San Diego and Chula Vista in San Diego County.

Limits: In and near San Diego and Chula Vista, from Otay Mesa Road PM 0.50 (SR 125) to 0.06 miles (0.1 km) south of San Miguel Road overcrossing PM 10.69 (SR 125).

Contract Limits: From State Route 905 (SR 905) to SR 125 PM 10.69

Cost: Construction (programmed): \$255,000,000.
Right of Way (Excluding Dedications): \$33,000,000.

Funding Source: Toll Road developer (South Bay Expressway) and TIFIA.

Number of Lanes: Proposed (SR 125): Segments of Two to Three-Mixed-Flow Lanes in each direction.

Proposed Major Features: Construct new freeway from Otay Mesa Road to 0.06 miles (0.1 km) south of San Miguel Road overcrossing, including interchanges at H Street, Otay Lakes Road, Olympic Parkway, and Birch Parkway. Construct entrance and exit ramps at Otay Mesa Road and Mount Miguel Road. Construct a total of ten bridges and a toll plaza.

Traffic: Opening (year): 63,000 Average Daily Traffic (ADT) - (2007)
Proposed (year): 119,000 ADT (2022)

PARCEL DATA

Property Owner: William Roll and Ralph Roll, Successor Co-Trustees.

Parcel Location: Otay Mesa Road/Route 905, in the city of San Diego.
Assessor's Parcel Number 646-121-09, 10, 11, 13, 14.

Present Use: Vacant.

Area of Property: 76.33 AC

<u>Area Required:</u> Parcel 32001:	Fee	66.51 AC
	Underlying Fee	0.84 AC
Parcel 32004:	Fee	7.77 AC
	Underlying Fee	0.82 AC
Parcel 32091:	Fee	0.39 AC

Resolution of Necessity Appearance Fact Sheet

PROJECT DATA 11-SD-905-PM 5.9/11.6
Expenditure Authorization (EA) 091829

Location: State Route 905 (SR 905) in the city of San Diego in San Diego County

Limits: In San Diego, SR 905 PM 5.9-11.6; I-805 to Otay Mesa Border Port of Entry

Contract Limits: From Interstate 805 (I-805) to the Otay Mesa Border Port of Entry

Cost: Construction (Programmed) - \$152,835,000;
Right of Way - \$139,677,000; (Capital Costs)

Funding Source: CBI, BIP, STP, DEMO, RIP, IIP, TCRP, City Contribution

Number of Lanes: Existing (SR 905): Three-Mixed-Flow Lanes in each direction
Proposed (SR 905): Three-Mixed-Flow in each direction (New alignment)

Proposed Major Features: Construct 6-lane freeway from east of Interstate 805 to the Otay Mesa border port of entry. It will include interchanges at Caliente Avenue, Britannia Boulevard and La Media Road.

Traffic: Existing (year): 46,500 Average Daily Traffic (ADT) - (2004)
Proposed (year): 127,800 ADT (2025)

PARCEL DATA

Property Owner: William Roll and Ralph Roll, Successor Co-Trustees.

Parcel Location: Otay Mesa Road/Route 905, in the city of San Diego.
Assessor's Parcel Number 646-121-09, 10, 11, 13, 14.

Present Use: Vacant.

Area of Property: 76.33 Acres

Area Required:

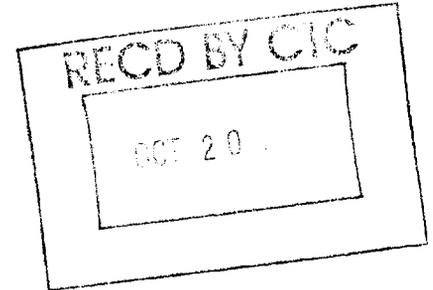
Parcel 32001	Fee	66.51 AC
	Underlying fee	0.84 AC
Parcel 32004	Fee	7.77 AC
	Underlying fee	0.82 AC
Parcel 32091	Fee	0.39 AC

Sandler · Lasry · Laube
Byer & Valdez LLP

402 West Broadway, Suite 1700 • San Diego, California 92101-3542
Phone (619) 235-5655 • Facsimile (619) 235-5648 • www.sllbv.com

James G. Sandler • Direct (619) 615-6772 • Email jsandler@sllbv.com

October 18, 2006



Executive Director of the California Transportation Commission
Post Office Box 942873
Sacramento, CA 94273-0001

Re: Proposed Resolution of Necessity - San Diego R/W 32001, 32004, 32091

Dear Executive Director:

This firm represents the owners of the parcels which are the subject of the proposed Resolution of Necessity referenced in the attached Notice of Intent to Adopt Resolution of Necessity. This letter constitutes the written observations and objections of the property owners to the proposed Resolution of Necessity.

The property sought to be acquired in the proposed Resolution of Necessity is already in the possession of the Department of Transportation pursuant to an Agreement for Possession and Use dated September 22, 2004 which stated that the property was being taken for the construction of State Route 125. An eminent domain action was filed based on the Agreement for Possession and Use (**Caltrans v. Roll**, San Diego Superior Court Case No. GIC 839840-1). The Court hearing that matter determined that the Project for which the property was being taken was State Route 125, only.

The proposed new Resolution of Necessity is no more and no less than a legal maneuver to avoid the Court ruling without having to either (1) proceed per the Court's ruling; or (2) abandon the original proceeding and starting over, which would expose Caltrans to certain statutory rules and penalties. As such, it is a sham, intended to deprive the property owners the opportunity to recover just compensation.

The parties have already agreed, and the Court has already determined that the property can be taken for the construction of Route 125. To the extent the new Resolution of Necessity seeks to expand the definition of the Project to include all or part of State Route 905, the public interest and necessity **do not** require the project, and the property sought to be acquired is **not** necessary for the project.

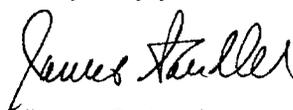
The proposed Resolution of Necessity should be denied. If adopted, and if Caltrans seeks to include it in the pending litigation as a basis for deeming Route 905, in whole or in part, to be

Executive Director of the California Transportation Commission
October 18, 2006
Page 2

within the definition of the Project, the property owners will vigorously object to the entire taking, and may also seek damages for breach of the Agreement for Possession and Use.

Thank you for consideration of these issues.

Very truly yours,



James G. Sandler

:jgs
Enclosure

cc: Glenn Mueller, Esq. (w/encl)
Paul Solosky (w/encl)
John Dillard (w/encl)
Judd Halenza (w/encl)

DEPARTMENT OF TRANSPORTATION

LEGAL DIVISION – MS 130
4050 TAYLOR STREET
SAN DIEGO, CALIFORNIA 92110
PHONE (619) 688-2531
FAX (619) 688-6905



*Flex your power!
Be energy efficient!*

October 25, 2006

James G. Sandler, Esq.
SANDLER, LASRY, LAUBE, BYER & VALDEZ
402 West Broadway, Suite 1700
San Diego, California 92101-3542

Re: Proposed Resolution of Necessity – San Diego R/W 32001, 32004, 32091

Dear Mr. Sandler:

This is in response to your letter dated October 18, 2006, addressed to the Executive Director of the California Transportation Commission. The purpose of this letter is to respond to your objections to the adoption of the amended resolution of necessity and to be incorporated into the record of the November 8-9 2006 CTC meeting in Amador County.

Please consider the following:

- Our Right of Way file confirms that as early as 2002 your client the Roll Trust and its representatives were told that their property was needed for both the State Route 125 and State Route 905 projects. In fact, they were told that their property was needed for the interchange area where SR 125 meets SR 905.
- On May 27, 2003, Cheryl Revell of Caltrans Right of Way wrote Trustee Ralph Roll a letter explaining that both the 905 and 125 were involved, both as routes impacting the Roll property and as funding sources for the purchase of the Roll property. Exhibit "1" is a copy of this letter.
- After being informed that both the SR 905 and SR 125 improvement projects were going to necessitate use of their property and that funding from both projects would be requested to purchase the property, your clients confirmed in writing on October 16, 2003, that they were asking for a full acquisition of their property by Caltrans. Your clients decided that they wanted to speed up the condemnation process by authorizing the State to do a full take appraisal, waiving their right to have a partial take assessment. Exhibit "2" is a copy of this letter.

James G. Sandler, Esq.
October 25, 2006
Page 2

- While the RON and the pleadings filed with the Superior Court in the pending condemnation case regarding this property do not always specify that the Roll property was needed for both the SR 125 project and the SR 905 project, the present effort to go before the CTC is meant to clarify the paperwork and remove any ambiguity about the fact that, as your clients have long known, both projects are involved. This is not a maneuver or a pretense. It is confirmation of a fact.
- The proposed design map attached as Exhibit "3" confirms that the Roll property is indeed needed for construction of the interchange of the 125 and the 905, as well as the connector ramps. Therefore, both projects are involved.
- After the involvement of both the SR 125 project and SR 905 project was repeatedly made known to your clients, your clients consented to immediate possession and use by the State. This was accomplished in the Agreement for Possession and Use dated June 25, 2004, which is attached as Exhibit "4." Again, this is consistent with your clients express request to speed up the process for a full take of their property.

Very truly yours,



CHRISTOPHER J. WELSH
Deputy Attorney

Enclosures

cc:

John Barna
Bimla Rhinehart
Debra Pritchard
Greg Wong
Don Grebe
Linda Fong
Jeffrey Benowitz

EXHIBIT 1

DEPARTMENT OF TRANSPORTATION

DISTRICT 11

P. O. BOX 85406, M.S. 25
SAN DIEGO, CA 92186-5406
PHONE (619) 591-4228
FAX (619) 591-4316
TTY (619) 688-6670



*Flex your power!
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May 27, 2003

Ralph Roll, Trustee
Carl P. Roll Trust
2459 S.E. TV Highway
Hillsboro, OR 97123

Dear Mr. Roll:

I am in receipt of your letter dated February 7, 2003 regarding your 76-acre site that will be impacted by SR-125 South. I have communicated your request that the entire 76 acres be acquired to San Diego Expressway Limited Partnership (SDELP), the developer of the SR-125 Toll Road project. They plan to have the appraisal prepared in a manner to allow either a partial acquisition or a full acquisition. While the appraisal is being prepared, SDELP and the State will pursue an agreement that would facilitate the acquisition of all 76 acres.

I would anticipate that by late summer we would have a completed appraisal and a decision from SDELP regarding whether the offer will be for partial or full acquisition. SDELP will not be in a position to purchase the entire 76 acres unless a cost sharing agreement can be reached with the Department for the portion of this property that is impacted by the SR-905 project. SDELP and the Department would prefer to purchase the entire site as requested, but because of funding issues cannot make a decision regarding an agreement until next fiscal year.

Sincerely,

A handwritten signature in cursive script that reads "Cheryl Revell".

Cheryl Revell
Right of Way Privatization Manager

c: J. Cazares, CTV
L. Berman, Caltrans
A. Marc-Aurele, Caltrans

EXHIBIT 2

Carl and Jean Roll Trust

PMB 187
2459 SE TV Highway
Hillsboro, OR 97123

October 16, 2003

Mr. Gary Rinehart
Caltrans
PO Box 85406, MS 54
San Diego, CA 92186-5406

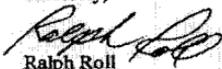
Re: Parcel numbers 646-121-09, -10, -11, -13, and 14

Dear Gary:

This letter will expand on our previous request for a full acquisition of the property by Caltrans and/or the owners of the SR 125 project. In order that this process may proceed in a more timely fashion, we are authorizing you to do a full take appraisal and waiving our right to a partial take appraisal assessment.

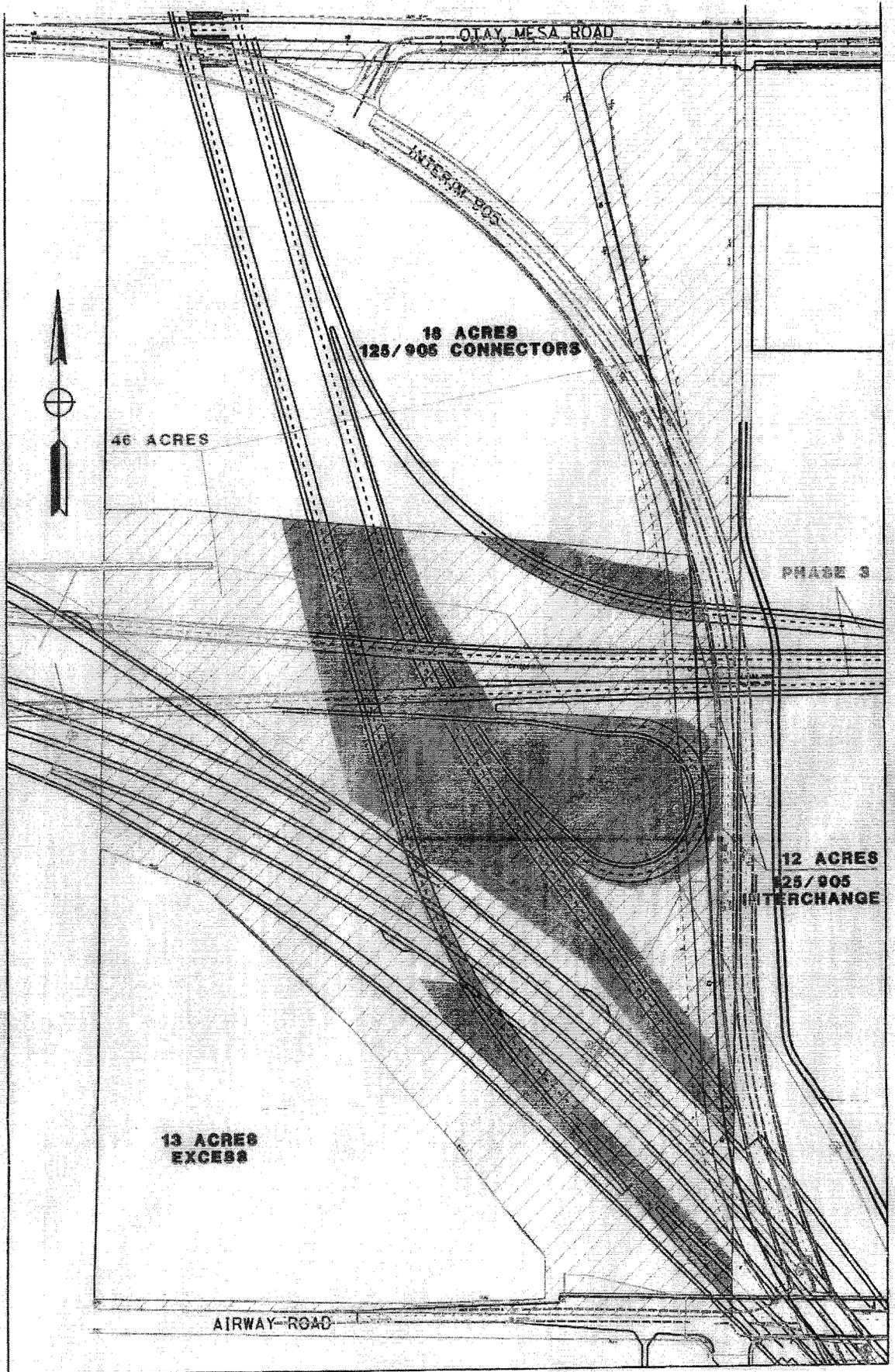
Should you have any questions please don't hesitate to call Judd Halenza or John Dillard at (858) 724-0220.

Sincerely,



Ralph Roll
Trustee

EXHIBIT 3



ROLL RANCH PROPERTY
NO SCALE

"Exhibit 3"

EXHIBIT 4

AGREEMENT FOR POSSESSION AND USE (REVISED 6-17-04)

(Form #)

EXHIBIT

8-EX-25 (REV 12/2001)

Page 1 of 3

SD	Date	K.P. 1
Co	Rte	Post
32001, 32004, 32091	125	222301 091829
Parcel No.		Exp Auth
646-121-09,10,11,13,14		
APN		

This Agreement is made this 25th day of June, 2004, by and between the State of California, Department of Transportation, hereinafter referred to as "State," San Diego Expressway, L.P., a California limited partnership ("SDELP"), and Roll Ranch City, a joint venture, hereinafter referred to as "Owner", consisting of William Roll and Ralph Roll, who are the successors-in-interest to and successor Co-Trustees of the Carl and Jean Roll Trust dated March 24, 1982 ("Trust") and Judd and Dillard Roll Ranch, LLC, a California limited liability company ("LLC").

It is hereby agreed by and between the parties that the State/SDELP requires immediate possession of the Owner's real property to construct a State highway project. The Owner's property is legally described in attached Exhibit "A," and has been designated as Parcel 32001, 32004, 32091, hereinafter referred to as "Parcel." Record title to the Parcel is held in the name of the Trust (a former partner of Owner) as nominee for Owner. William Roll and Ralph Roll as successors-in-interest to and successor Co-Trustees of the Trust shall take such actions as may be necessary to confirm the Owner's ownership of the Parcel and right to enter into this Agreement. The Parcel is required for the purpose of constructing a portion of State Highway Route 125. The purpose of this Agreement is to allow the State/SDELP to proceed with the construction of its State highway project without delay.

It is agreed by the parties that any delay in the start of construction of this project is contrary to the public interest. It is the intent of this agreement to offer fair-market compensation to the Owner for permission to enter the Parcel and construct the project. The State/SDELP has made a firm written offer to pay the total sum of \$9,695,000.00 to the Owner and any other persons having an interest in the Parcel which is located in the County of San Diego, State of California.

In consideration of the sum to be paid to the Owner and any other consideration hereinafter set forth, the State/SDELP and Owner agree as follows:

- Owner hereby irrevocably grants to State/SDELP, its contractors, agents, and all others deemed necessary by State/SDELP, the irrevocable right to possession and use of the Parcel including the right to remove and dispose of improvements within the right of way. In consideration for this irrevocable grant of possession and use, State/SDELP will tender into escrow the sum of \$9,695,000.00. State/SDELP shall have the right to take possession of the Parcel on the date this sum is paid into escrow. Owner acknowledges that this sum represents the full amount of the State/SDELP-approved appraisal of what is believed by the State/SDELP to be just compensation owed for the acquisition of the Parcel. Owner waives any right to challenge State's/SDELP's right to possess and use the Parcel in any subsequent eminent domain proceeding filed by the State/SDELP.
- This transaction will be handled through an escrow with Chicago Title Company, their Escrow No. (To Be Determined). State/SDELP shall pay all escrow and recording fees incurred in this transaction. Owner shall be entitled to an interim disbursement of the sum referred to in paragraph 1 less any amounts payable to any other person having an interest in the Parcel. Any unearned rents will be prorated in escrow and the State/SDELP will be credited with any outstanding security deposits. Owner shall not be entitled to receive any proceeds until:
 - all holders of liens and encumbrances on the Parcel have received full payment for all principal and interest due to them and have executed reconveyance of their interests in the Parcel;
 - all other parties having interests in the Parcel have received payment therefor or have consented to a payment to Owner, and;
 - State/SDELP has acknowledged in writing that it concurs that all other parties having interests in the Parcel have received full payment or have consented to Owner's withdrawal.

This escrow shall remain open until either a settlement is reached, this agreement is terminated or a Final Order of Condemnation under Section 1268.030 of the California Code of Civil Procedure is entered by the court. Any sum disbursed to Owner from this escrow shall be deducted from the ultimate amount received by Owner as a result of any settlement, award or verdict of just compensation for the Parcel.

3. On and after the date of execution of this agreement, Owner shall not voluntarily assign, sell, encumber or otherwise transfer all or any portion of its interest in the Parcel, or the larger parcel of which the Parcel is a part, without first obtaining the written consent of State/SDEL P.
4. Owner agrees to pay when due all taxes, including prorated taxes for the current year, and special assessments due on the date State/SDEL P takes possession of the Parcel.
5. This agreement is made with the understanding that State/SDEL P will continue to negotiate in good faith with Owner to acquire its interest in the Parcel by direct purchase. It is further understood that in the event a settlement is not reached within 120 days of the execution of this agreement, such failure will be an acknowledgment that the negotiations to acquire the Parcel have proved futile. On this date, State/SDEL P shall begin timely preparations for the filing of a complaint in eminent domain to acquire title to the Parcel. If State/SDEL P begins proceedings in eminent domain, it is understood and agreed that this agreement shall continue in effect until either a settlement is reached or a Final Order of Condemnation under Section 1268.030 of the California Code of Civil Procedure is entered by the court. It is understood and agreed that if State/SDEL P fails to initiate the filing of a complaint in eminent domain to acquire title to the Property in a timely manner State/SDEL P will make no procedural objections to Owner initiating an Inverse Condemnation suit seeking greater compensation.
6. Section 1245.235 of the Code of Civil Procedure requires the State of California, Department of Transportation, to give each person whose property is to be acquired by eminent domain notice and a reasonable opportunity to appear before the California Transportation Commission and be heard on the matters referred to in Section 1240.030 of the Code of Civil Procedure, which provides:

The power of eminent domain may be exercised to acquire property for a proposed project only if all of the following are established:

- (1) The public interest and necessity require the project.
 - (2) The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
 - (3) The property sought to be acquired is necessary for the project.
 - (4) The offer required by Section 7267.2 of the Government Code has been made to the Owner or others of record. (If an offer has not been made, an appraisal will be prepared as soon as practicable and an offer made of the full amount of such appraisal.)
7. By granting this irrevocable right to possession and use of the parcels to State/SDEL P, Owner agrees to the following: (1) Owner specifically waives the notice required by Code of Civil Procedure Section 1245.235 of the hearing of the matter referred to in Code of Civil Procedure Section 1240.030 and the adoption of the resolution of necessity by the California Transportation Commission authorizing the taking of the property described in Exhibit A; (2) Owner shall not object to the filing of an eminent domain proceeding to acquire the property described in Exhibit A; and (3) in any eminent domain action filed by State to acquire the property described in Exhibit A, Owner shall not challenge State's right to take such property, and the only issue shall be the amount of just compensation for the property.
 8. State and SDEL P agree that in no event shall the ultimate amount of any settlement, award or verdict be less than the \$9,695,000.00 deposit described above.

Owner expressly waives all claims and defenses in its favor in any subsequent eminent domain proceeding except a claim for greater compensation. Nothing in this agreement or the actions taken with respect thereto shall restrict or limit Owner's right to seek greater monetary compensation for the property taken, whether in the form of property valuation, severance damages, litigation costs or any other form of monetary award.

10. In the event proceedings in eminent domain are begun, the date of valuation for determining the amount of just compensation for the Parcel shall be the date on which the State/SDEL P files the complaint in said proceeding.
11. Compensation awarded in an eminent domain proceeding shall draw interest as prescribed at the apportionment rate calculated by the Controller as the rate of earnings by the Surplus Money Investment Fund for each six-month period. Owner shall be entitled to receive interest on any sum received as compensation for its interest in the Parcel, whether pursuant to this agreement, a subsequent settlement or court judgment, beginning on the date State/SDEL P is authorized to take possession of the Parcel pursuant to this agreement and ending on the earliest of the following dates:
 - a. the date the amount placed into escrow by the State/SDEL P is paid to the Owner;
 - b. the date the amount is paid directly to the Owner; or
 - c. the date the amount is deposited with the court as the award in a judgment in condemnation.
12. At any time after the execution of this agreement, State/SDEL P reserves the right to abandon the proceeding in whole or in part. In the event the proceeding is abandoned in whole or in part, the provisions of Code of Civil Procedure Sections 1268.510, 1268.610 and 1268.620 (regarding abandonment of eminent domain proceedings, and legal expenses and damages for same) shall apply, whether or not a proceeding in eminent domain has been filed.
13. If any hazardous materials are present on the Parcel on the date State/SDEL P takes possession of the Parcel, Owner shall be responsible for and bear the entire cost of all removal, disposal, cleanup and decontamination which may be required because of these hazardous materials. Owner shall further hold State/SDEL P, its officers and employees harmless from all responsibility, liability and claims for damages to persons or property resulting from the existence or use of hazardous materials which are present on the Parcel on the date State/SDEL P takes possession under this agreement.
14. This agreement shall also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties.
15. State/SDEL P shall record a memorandum of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

SAN DIEGO EXPRESSWAY, L.P.

By: 
 Anthony G. Evans
 Chief Financial Officer
 California Transportation Ventures
 General Partner of San Diego Expressway, L.P.

ROLL RANCH CITY, a joint venture (Owner)


 William Roll, Partner

 Ralph Roll, Partner

STATE OF CALIFORNIA

Department of Transportation



Judd and Dillard Roll Ranch, LLC, Partner

AGREEMENT FOR POSSESSION AND USE (Cont.)

(Form #)

EXHIBIT

8-EX-25 (REV 12/2001)

Page 4 of 3

By: Anne H. Marc-Aurele

Anne H. Marc-Aurele
Deputy District Director

Right of Way Division - District 11

By:

Judd Halenka, Manager

By:

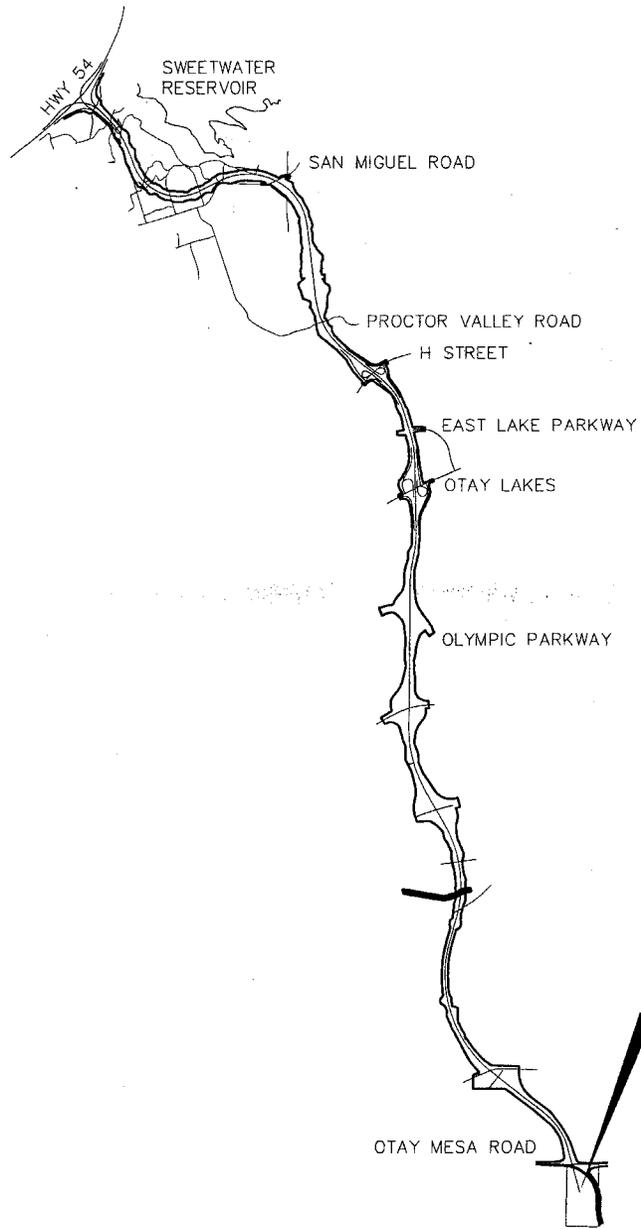
John Dillard, Manager

PARCEL 32001, 32004 & 32091

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 35,
TOWNSHIP 18 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN,
IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING
TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THOSE PORTIONS OF SAID PROPERTY GRANTED
TO THE CITY OF SAN DIEGO IN INSTRUMENT RECORDED MAY 27,
1983 AS FILE NO. 83-177711, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THOSE PORTIONS OF SAID PROPERTY
GRANTED TO THE CITY OF SAN DIEGO IN INSTRUMENT RECORDED
DECEMBER 31, 1985 AS FILE NO. 85-496284, OFFICIAL RECORDS.



**PARCEL 32001
32004, 32091**



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DISTRICT 11

CONDEMNATION

RIGHT OF WAY
MAP NO. **KEY MAP**

COUNTY	ROUTE	KILOMETER POST	SCALE
SD	905	17.2	NO SCALE
SD	125	0.8	SHEET 1 OF 7

EXHIBIT "A"

E.A. 091829
E.A. 232302

T. 18 S. R. 1 W. SEC. 26

S.B.M.

SEC. 25 COUNTY OF SAN DIEGO

OTAY MESA ROAD

SEC. 35

SEC. 36 CITY OF SAN DIEGO

HARVEST ROAD

SEE SHEET 3

SEE SHEET 4

S. 0° 12' 18" W.

KP 0.8

(32001)

24.384 m (80') ROADWAY
GRANTED IN FEE TO THE
CITY OF SAN DIEGO
FILE NO. 83-177711,
REC.: MAY 27, 1983

788.013 m

E. 1/2 OF THE
N.E. 1/4 OF
SECTION 35

R=621.793 m
Δ=11° 21' 51"
L=123.327 m

N 0° 52' 28" E

S 0° 52' 13" E

S 0° 52' 13" E



CITY OF SAN DIEGO

SEE SHEET 7

UNDERLYING
FEE=2481 m²

6.096 m

6.096 m (20')

400.849 m

N 88° 39' 23" W

AIRWAY ROAD 406.945 m

12.192 m (40') PUBLIC
ROAD GRANTED TO SAN
DIEGO COUNTY
BOOK 292, PAGE 116, DEEDS
REC.: AUG. 8, 1900

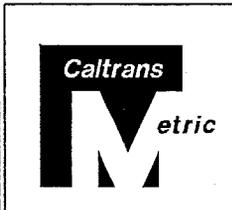
EAST 1/2 COR.
SECTION 35

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DISTRICT 11

CONDEMNATION MAP

RIGHT OF WAY MAP NO. Por. 52000m-A

COUNTY	ROUTE	KILOMETER POST	SCALE
SD	905	17.2	NONE
SD	125	0.8	SHEET 2 OF 7



PARCEL NUMBER	VESTEE	AREAS (SQ. M. OR NOTED)		AREAS (SQ. FT. OR NOTED)		ACQUIS. CODE
		R/W	EXCESS	EXCESS	REMAINDER	
32001	ROLL	269089	0	66.49 AC	0	F
32004	ROLL	51299	0	7.73 AC	0	F
32051	ROLL	1004	0	0.25 AC	0	F

EXHIBIT "B" E.A. 091829
232302

COUNTY OF SAN DIEGO

SUIT # 1162

T. 18 S. R. 1 W. S.B.M.

12.192 m (40') PUBLIC ROAD GRANTED TO SAN DIEGO COUNTY BOOK 292, PAGE 115, DEEDS REC. AUG. 8, 1900

UNDERLYING ROADWAY FEE = 531' m2

EASEMENT TO SDG&E BOOK 2996, PAGE 183 REC. OCT. 26, 1948 NO WIDTH GIVEN

SOUTH LINE SECTION 26

OTAY MESA ROAD

COUNTY OF SAN DIEGO

CITY OF SAN DIEGO

EASEMENT TO PACIFIC TELEPHONE DOC. : 84-067444 REC. : FEB. 24, 1984

CURVE TABLE			
NO.	BEARING	RADIUS	LENGTH
C1	116° 33' 54"	6.096 m	12.402 m
C2	63° 26' 06"	6.096 m	6.749 m
C3	88° 09' 48"	6.096 m	9.380 m
C4	02° 57' 31"	469.393 m	24.238 m

EASEMENT NOTES:

- A = TRAFFIC SIGNAL EASEMENT TO THE CITY OF SAN DIEGO
DOC. : 85-496284
REC. : DEC. 31, 1985
- B = DRAINAGE EASEMENT TO THE CITY OF SAN DIEGO
DOC. : 85-496284
REC. : DEC. 31, 1985
- C = DRAINAGE EASEMENT TO THE CITY OF SAN DIEGO
DOC. : 83-177711
REC. : MAY 27, 1983

24.384 m (80') ROADWAY GRANTED IN FEE TO THE CITY OF SAN DIEGO FILE NO. : 83-177711 REC. : MAY 27, 1983

E. 1/2 OF THE N.E. 1/4 OF SECTION 35

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N01° 08' 45" E	6.100 m
L2	N27° 42' 39" E	14.670 m
L3	N27° 42' 39" E	29.910 m

CITY OF SAN DIEGO



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DISTRICT 11

CONDEMNATION MAP

RIGHT OF WAY MAP NO. Por. 52000m

COUNTY	ROUTE	KILOMETER POST	SCALE
SD	905	17.2	NONE
SD	125	0.8	SHEET 3 OF 7

EXHIBIT "C" E.A. 091829 232302

SEE SHEET 4

SUIT # 1162

COUNTY OF SAN DIEGO

SOUTH LINE SECTION 26
EASEMENT TO SDG&E
BOOK 2996, PAGE 183
REC. OCT. 26, 1948
NO WIDTH GIVEN

COUNTY OF SAN DIEGO
CITY OF SAN DIEGO

SEC. 26

SEC. 25

OTAY MESA ROAD

S88° 51' 21" E

S88° 51' 21" E

215.463 m

209.399 m

UNDERLYING
FEE=1314 m2

12.192 m (40') PUBLIC
ROAD GRANTED TO SAN
DIEGO COUNTY
BOOK 292, PAGE 115, DEEDS
REC.: AUG. 8, 1900

6.096 m (20')

SEC. 35

SEC. 36

EASEMENT NOTES:

B = DRAINAGE EASEMENT TO
THE CITY OF SAN DIEGO
DOC.: 85-496284
REC.: DEC. 31, 1985

CITY OF SAN DIEGO

EASEMENT TO SDG&E
DOC. NO.: 131135
REC.: OCT. 26, 1951
NO WIDTH GIVEN

T. 18 S. R. 1 W. S.B.M.

E. 1/2 OF THE
N.E. 1/4 OF
SECTION 35

UNDERLYING
FEE=2014 m2

N37° 30' 44" W RAD
0.305 m

DENSE BRUSH

R=470.307 m
Δ=01° 40' 15"
L=13.715 m

32004

N39° 10' 59" E RAD
0.914 m

319.200 m

HARVEST ROAD

6.096 m (20')

12.192 m (40') PUBLIC
ROAD GRANTED TO SAN
DIEGO COUNTY
BOOK 292, PAGE 116, DEEDS
REC.: AUG. 8, 1900

Δ=48° 14' 08"

OTAY

Δ=18° 37' 48"

MESA

ROAD

32001

24.384 m (80') ROADWAY
GRANTED IN FEE TO THE
CITY OF SAN DIEGO
FILE NO. 83-177711
REC.: MAY 27, 1983

DENSE BRUSH

SEE SHEET 5



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DISTRICT 11

CONDEMNATION MAP

RIGHT OF WAY MAP NO. Por. 52000m

COUNTY	ROUTE	KILOMETER POST	SCALE
SD	905	17.2	NONE
SD	125	0.8	SHEET 4 OF 7

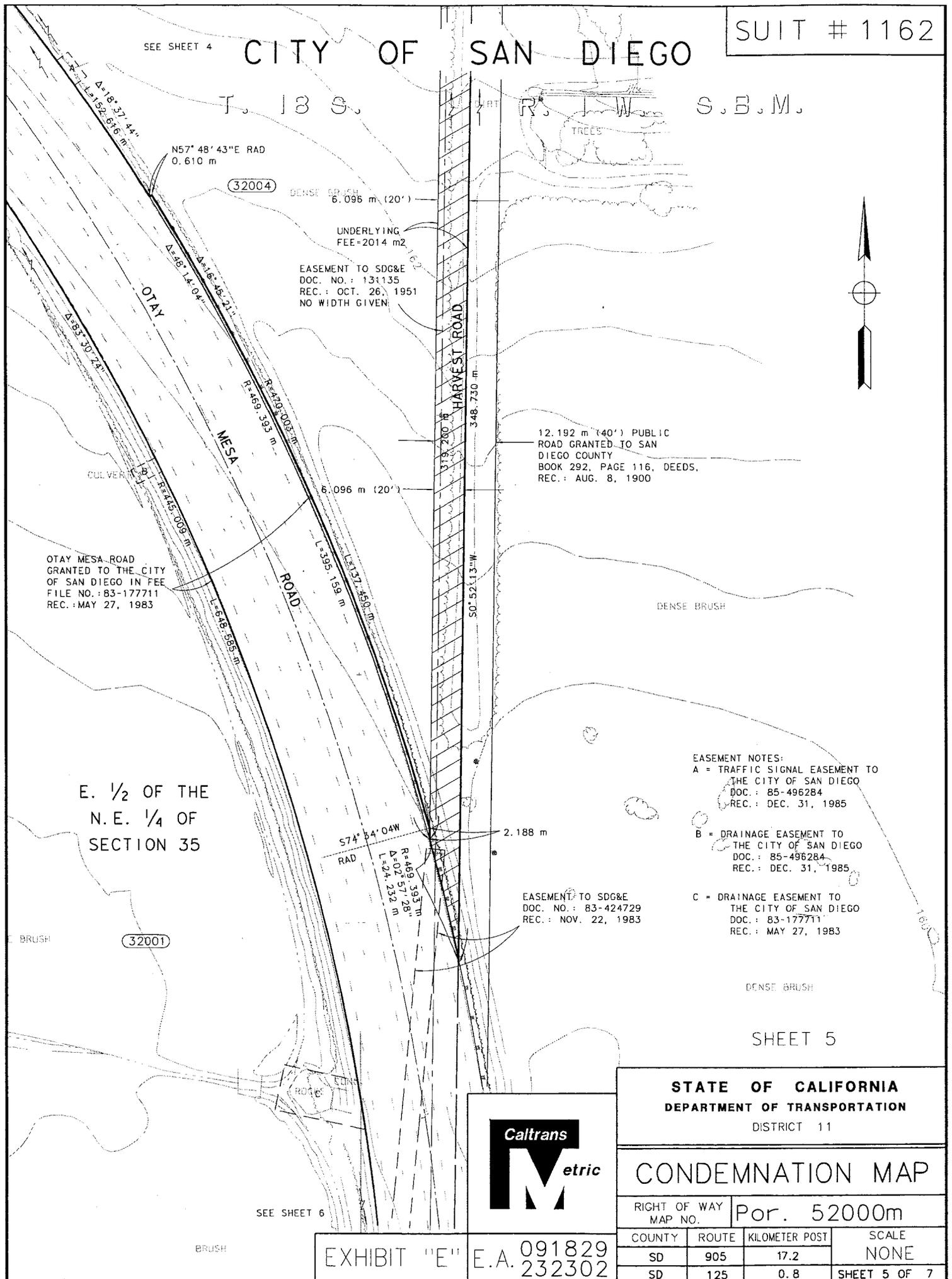
EXHIBIT "D" E.A. 091829
232302

SEE SHEET 4

CITY OF SAN DIEGO

T. 13 S.

R. 1 W. S.B.M.



N57° 48' 43" E RAD
0.610 m

32004

DENSE BRUSH
6.096 m (20')

UNDERLYING
FEE=2014 m2

EASEMENT TO SDG&E
DOC. NO.: 131135
REC.: OCT. 26, 1951
NO WIDTH GIVEN

12.192 m (40') PUBLIC
ROAD GRANTED TO SAN
DIEGO COUNTY
BOOK 292, PAGE 116, DEEDS,
REC.: AUG. 8, 1900

OTAY MESA ROAD
GRANTED TO THE CITY
OF SAN DIEGO IN FEE
FILE NO.: 83-177711
REC.: MAY 27, 1983

E. 1/2 OF THE
N.E. 1/4 OF
SECTION 35

EASEMENT NOTES:
A = TRAFFIC SIGNAL EASEMENT TO
THE CITY OF SAN DIEGO
DOC.: 85-496284
REC.: DEC. 31, 1985

B = DRAINAGE EASEMENT TO
THE CITY OF SAN DIEGO
DOC.: 85-496284
REC.: DEC. 31, 1985

C = DRAINAGE EASEMENT TO
THE CITY OF SAN DIEGO
DOC.: 83-177711
REC.: MAY 27, 1983

EASEMENT TO SDG&E
DOC. NO.: 83-424729
REC.: NOV. 22, 1983

S74° 54' 04W
RAD
R=469.393 m
L=24.232 m
Δ=07° 57' 28"

2.188 m

32001

DENSE BRUSH

SHEET 5

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DISTRICT 11



CONDEMNATION MAP

RIGHT OF WAY MAP NO. Por. 52000m

COUNTY	ROUTE	KILOMETER POST	SCALE
SD	905	17.2	NONE
SD	125	0.8	SHEET 5 OF 7

EXHIBIT "E" E.A. 091829
232302

SEE SHEET 6

BRUSH

SEE SHEET 5

SUIT # 1162

CITY OF SAN DIEGO

BRUSH
T. 18 S.

R. 1 W. S.B.M.

(32001)

EASEMENT TO SDG&E
DOC. NO. : 131135
REC. : OCT. 26, 1951
NO WIDTH GIVEN

EASEMENT TO PACIFIC
TELEPHONE
DOC. NO. : 84-067444
REC. : FEB. 24, 1984

E. 1/2 OF THE
N.E. 1/4 OF
SECTION 35

OTAY MESA ROAD
GRANTED TO THE CITY
OF SAN DIEGO IN FEE
FILE NO. : 83-177711
REC. : MAY 27, 1983

EASEMENT TO SDG&E
DOC. NO. : 83-424729
REC. : NOV. 22, 1983

12.192 m
(40.00')

2.192 m
(40.00')

EASEMENT NOTES:
A = TRAFFIC SIGNAL EASEMENT TO
THE CITY OF SAN DIEGO
DOC. : 85-496284
REC. : DEC. 31, 1985

B = DRAINAGE EASEMENT TO
THE CITY OF SAN DIEGO
DOC. : 85-496284
REC. : DEC. 31, 1985

C = DRAINAGE EASEMENT TO
THE CITY OF SAN DIEGO
DOC. : 83-177711
REC. : MAY 27, 1983

N89° 07' 47" W
0.914 m

S00° 52' 13" W
2.286 m

R=622.708 m
Δ=01° 03' 06"
L=11.430 m

N89° 49' 07" E
0.305 m

EASEMENT TO SDG&E
DOC. NO. : 131135
REC. : OCT. 26, 1951
NO WIDTH GIVEN

SEE SHEET 7

DENSE BRUSH

OTAY
MESA
ROAD



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DISTRICT 11



CONDEMNATION MAP

RIGHT OF WAY MAP NO. Por. 52000m-A

COUNTY	ROUTE	KILOMETER POST	SCALE
SD	905	17.2	NONE
SD	125	0.8	SHEET 6 OF 7

EXHIBIT "F" E.A. 091829
232302

T. 13 S. R. 1 W. S. B. M.



EASEMENT TO SD&E
 DOC. NO.: 131135
 REC.: OCT. 26, 1951
 NO WIDTH GIVEN

OTAY MESA ROAD
 GRANTED TO THE CITY
 OF SAN DIEGO IN FEE
 FILE NO.: 83-177711
 REC.: MAY 27, 1983

EASEMENT NOTES:
 A = TRAFFIC SIGNAL EASEMENT TO
 THE CITY OF SAN DIEGO
 DOC.: 85-496284
 REC.: DEC. 31, 1985

B = DRAINAGE EASEMENT TO
 THE CITY OF SAN DIEGO
 DOC.: 85-496284
 REC.: DEC. 31, 1985

C = DRAINAGE EASEMENT TO
 THE CITY OF SAN DIEGO
 DOC.: 83-177711
 REC.: MAY 27, 1983

EASEMENT TO SD&E
 DOC. NO.: 83-424729
 REC.: NOV. 22, 1983

E. 1/2 OF THE
 N.E. 1/4 OF
 SECTION 35

(32001)

EASEMENT TO SD&E
 DOC. NO.: 131135
 REC.: OCT. 26, 1951
 NO WIDTH GIVEN

12.192 m (40') PUBLIC
 ROAD GRANTED TO SAN
 DIEGO COUNTY
 BOOK 292, PAGE 116, DEEDS,
 REC.: AUG. 8, 1900

12.192 (40') PUBLIC
 ROAD GRANTED TO SAN
 DIEGO COUNTY
 BOOK 292, PAGE 116, DEEDS,
 REC.: AUG. 8, 1900

6.096 m
 (20')

UNDERLYING
 FEE = 2481 m²

6.096 m
 (20')

6.096 m
 (20')

AIRWAY ROAD

EAST 1/4 COR.
 SECTION 35



STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
 DISTRICT 11

CONDEMNATION MAP

RIGHT OF WAY MAP NO. Por. 52000m-A

COUNTY	ROUTE	KILOMETER POST	SCALE
SD	905	17.2	NONE
SD	125	0.8	SHEET 7 OF 7

EXHIBIT "G" E.A. 091829
 232302