

**AGREEMENT FOR AMENDMENT OF LEASE
AMENDMENT NO. 1**

THIS AGREEMENT FOR AMENDMENT OF LEASE AMENDMENT NO. 1 ("AMENDMENT NO. 1"), made and entered into this ___ day of _____, 20____, by and between the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation, hereinafter called "Lessor," and SHELTER ISLAND YACHTWAYS, LTD., a California limited partnership, dba Shelter Island Boatyard, hereinafter called "Lessee," WITNESSETH:

WHEREAS, Lessor and Lessee, on the 1st day of October 2014, entered into a Lease of certain tidelands in the city of San Diego, California, which Lease is on file in the Office of the Clerk of Lessor bearing Document No. 62353 ("Lease"); and

WHEREAS, concurrently herewith Lessee will admit three (3) new limited partners ("Transfer"); and

WHEREAS, on and after the Transfer, the general partner, William Roberts, will maintain active control and supervision of the operations conducted on the Leased Premises; and

WHEREAS, Lessor and Lessee are mutually desirous of amending said Lease;

NOW THEREFORE, for valuable consideration, said Lease is hereby amended in the following respects and no others, and except as expressly amended, all terms, covenants and conditions of said Lease shall remain in full force and effect:

A. Said Lease is hereby amended by deleting Paragraph 9 in its entirety and substituting Paragraph 9 in its place, as follows:

9. ASSIGNMENT – SUBLEASE

Lessee shall not, without the prior written consent of Lessor:

- (a) Assign or transfer the whole or any part of this Lease or any interest therein;

- (b) Sublease (which shall also include management and/or operating agreements covering the Leased Premises) the whole or any part of the Leased Premises;
- (c) Permit transfer of the Lease or possession of the Leased Premises by merger, consolidation, or dissolution of Lessee;
- (d) Notwithstanding the provisions contained in Paragraph 8 herein, permit hypothecation, pledge, encumbrance, transfer or sale, voluntary or involuntary, in whole or in part, of this Lease or any interest therein; or
- (e) Permit the occupancy of the whole or any part of the Leased Premises by any other person or entity.

Notwithstanding the foregoing, nothing herein shall be construed to prevent the occupancy of said Leased Premises by any employee or business invitee of Lessee.

Further, Lessee shall not, without the prior written consent of Lessor:

- (f) Permit assignment, hypothecation, withdrawal, admittance, dissolution, change, pledge, encumbrance, transfer or sale, in whole or in part, including without limitation as a result of an election or action by the parties comprising Lessee, whether voluntary or involuntary, by operation of law or otherwise, of the Lessee or the general partner(s) of Lessee;
- (g) Contract for the management or operation of the whole or any part of the Leased Premises; or
- (h) Permit the transfer of the Lease or possession of the Leased Premises by any changes in the general partner(s) of Lessee, including without limitation, any withdrawal, admittance or change, whether voluntary, involuntary, by operation of law, or otherwise.

It is mutually agreed that the personal qualifications of the parties controlling Lessee, specifically including, but not limited to, the general partner(s), are a part of the consideration for granting this Lease. Said parties do hereby specifically agree to, except as prohibited as a result of death or disability, maintain active control and supervision of the operations conducted on the Leased Premises.

In the event Lessee requests Lessor's consent to any Lease assignment, Lease transfer, Lease amendment, and/or sublease, Lessee shall reimburse Lessor for all Lessor's reasonable costs and expenses associated with such Lease assignment, Lease transfer, Lease amendment, and/or sublease. Said costs shall include reasonable legal fees and

disbursements relating to or arising out of any such Lease assignment, Lease transfer, Lease amendment, and/or sublease, regardless of whether such Lease assignment, Lease transfer, Lease amendment, and/or sublease, is consummated.

In the event Lessor consents to any Lease assignment or transfer, said consent shall be conditioned upon the following: (i) if, on the effective date of such proposed assignment or transfer, the rent being paid under this Lease is less than market rent, Lessor shall thereafter be paid additional rent to equal market rent; (ii) assignee shall agree and assume each and every obligation under the Lease; (iii) if deemed necessary by Lessor, a Lease amendment shall be executed which will include new or revised lease provisions; and (iv) assignee shall comply with other conditions and qualifications determined by the Board of Port Commissioners of Lessor. Notwithstanding, items (i), (iii), and (iv) shall not apply in the event of: (a) a Lease assignment or transfer to a third party from a Consented-to-Lender which acquired title to the Lease by foreclosure or deed in lieu of foreclosure or a new Lease pursuant to the provisions of Paragraph 10 herein, or (b) assignment or transfer of the Lease to a Consented-to-Lender by deed in lieu of foreclosure, or to a Consented-to-Lender or a third party as the successful bidder at a foreclosure sale. Upon the effective date of any said consented-to Lease assignment or transfer, assignee shall thereafter pay to Lessor the market rent as referenced herein, subject to adjustments and rent reviews as provided in Paragraph(s) 3(b) and 3.1 herein.

In the event Lessor consents to any sublease, said consent shall be conditioned upon the following: (i) if, upon the effective date of any said consented-to sublease, the rent being paid for the sublease area is less than market rent, Lessor shall thereafter be paid additional rent to equal market rent for the sublease area as long as said sublease is in effect; (ii) if deemed necessary by Lessor, a Lease amendment shall be executed which shall include new or revised lease provisions; and (iii) Lessee shall comply with other conditions and qualifications determined by the Board of Port Commissioners of Lessor. Furthermore, as long as said sublease is in effect, rent for the sublease area shall be subject to adjustments and rent reviews as provided in Paragraph(s) 3(b) and 3.1 herein. For purposes of this Paragraph 9, the term sublease shall not include the temporary and intermittent rental of boat slips and dock lockers to transient boaters.

In the event of a consented-to assignment or sublease, if the parties cannot agree to an amount that is equal to the market rent, the rent shall be determined by the arbitration procedure described in Paragraph 3.1 herein, except that the award shall be effective and retroactive to the effective date of the assignment or sublease. Because of this provision, underpayment of rent, if any, shall be paid to Lessor within ten (10) days of the date that the market rent is determined by said arbitration procedure.

Lessee shall be required to annually submit a rent roll listing all current subleases on the Leased Premises on the anniversary of the Commencement Date of this Lease. The rent roll shall include the subtenant's name, sublease commencement date, sublease termination date, use, square footage and monthly rent.

B. Said Lease is hereby amended by deleting Paragraph 18 in its entirety and substituting Paragraph 18 in its place, as follows:

18. CONFORMANCE WITH LAWS AND REGULATIONS:

Lessee agrees that, in all activities on or in connection with the Leased Premises, and in all uses thereof, including the making of any alterations, changes, installations, or other improvements, it will abide by and conform to all laws and regulations. Said laws and regulations shall include, but are not limited to those prescribed by the San Diego Unified Port District Act; any ordinances of the city in which the Leased Premises are located, including the Building Code thereof; any ordinances and general rules of Lessor, including tariffs; and any applicable laws of the state of California and federal government, as any of the same now exist or may hereafter be adopted or amended. In particular and without limitation, Lessee shall have the sole and exclusive obligation and responsibility to comply with the requirements of: (i) Article 10 of Lessor Code entitled "Stormwater Management and Discharge Control," and (ii) the Americans With Disabilities Act of 1990, including but not limited to regulations promulgated thereunder, and Lessor shall have no such obligations or responsibilities as to the Leased Premises.

Lessee acknowledges that on December 10, 2013 Lessor adopted a climate action plan, a copy of which is available on-line at <http://www.portofsandiego.org/environment/3414-port-of-san-diego-adopts-climate-action-plan.html>, (the "CAP") and that the CAP is a framework document which provides as one of its goals the adoption by Lessor of a Sustainable Leasing Policy (the "SLP"). Lessee also acknowledges that Lessor desires that leases and lease amendments that it enters into prior to adoption of a SLP include specific operations requirements which reflect the goals of the CAP and which are likely to be the types of operational requirements required under the SLP when adopted. At any time during the term of this Lease, if an amendment to this Lease is required, Lessee and Lessor shall negotiate an amendment for the purpose of adding as a Lessee obligation the adoption, implementation and monitoring of specific operational requirements of the type generally described in the CAP and consistent with the objectives of the CAP provided, however, such requirements must be commercially reasonable and feasible and consistent with both the CAP and the allowable uses and terms and conditions of this Lease. The requirements agreed to by Lessor and Lessee may by their terms include a procedure for the review of the sustainability measures including their effectiveness and actual costs and, in connection with such review, Lessor may agree to modify such measures in its reasonable discretion. Such requirements will be distinct and separate from any environmental mitigation required under CEQA or other laws, rules, or regulations. Following the adoption of the SLP, Lessee agrees that the provisions of the SLP will be fully incorporated into the terms of any future amendments to this Lease.

C. Said Lease is hereby amended by deleting Paragraph 22 in its entirety and substituting Paragraph 22 in its place, as follows:

22. HOLD HARMLESS:

Lessee shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless Lessor and its officials, officers, representatives, agents, and employees (collectively "Indemnitees") for any and all liability, claims, actions, losses, fines, penalties, judgments, damages, proceedings, orders, directives, costs, causes of action, suits, rights, expenses, provisional relief, fees (including reasonable attorneys' fees), and demands, including, without limitation, any and all claims for compensation, reimbursement, or contribution whatsoever, (collectively, "Claims") arising directly or indirectly out of the obligations undertaken in connection with this Lease, or Lessee's use, occupancy, possession or operation of the Leased Premises, except claims or litigation arising through the sole negligence or willful misconduct of Lessor. It is the intent of this Paragraph that Lessee indemnify and hold harmless Lessor and Indemnitees for any actions of Lessee or Lessor, including duties that may be legally delegated to Lessee or to third parties, except for those arising out of the sole negligence or willful misconduct of Lessor. This indemnity obligation shall apply for the entire time that any third party can make a claim against or sue Lessor for liabilities arising out of Lessee's use, occupancy, possession or operation of the Leased Premises, or arising from any defect in any part of the Leased Premises.

In the event Lessee proposes a Redevelopment Project to Lessor, Lessee agrees to indemnify and hold harmless Lessor and Indemnitees from any and all Claims arising directly or indirectly out of Lessor's review, analysis or approval(s) related to the Redevelopment Project, including, but not limited to, all specifications, plans, and reports, any third party challenges to an environmental document, mitigation and/or monitoring plan, or determinations conducted and adopted pursuant to CEQA for the Redevelopment Project, any third party challenges to any Lessor issued permits and other approvals, including, but not limited to, CDPs, PMPAs, concept design, working drawings, subleases, assignments and assumption agreements, letter agreements, memorandum of understanding, operating contracts, estoppel certificates, and any and all amendments or addendum to the same, and/ Lessee's development and operation of such Redevelopment Project.

In the event such Claims arise, Lessor may, in its sole and absolute discretion, participate in the defense of any Claims and the Lessee shall reimburse Lessor for said defense, including, but not limited to reimbursement for outside attorneys' and experts' fees and other costs. The Lessor's participation shall not relieve the Lessee of any of its obligations under this Paragraph 22. In the Lessor's sole and absolute discretion, the counsel of the Lessor or its Indemnitees may also jointly represent the Lessee. The Lessor shall promptly notify the Lessee of its receipt of any Claims.

D. Said Lease is hereby amended by deleting Subparagraph 26(a)(2) in its entirety and substituting Subparagraph 26(a)(2) in its place, as follows:

26. (a) Forms of Coverage

(2) All Risk Property Coverage, including water damage and debris cleanup provisions, in an amount not less than the full replacement value of all improvements located within the Leased Premises without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies of insurance and shall include business interruption and extra expense for full recovery of the net profits and continuing expenses (including the rent to Lessor) for the duration of the period of restoration, a vandalism and malicious mischief endorsement, and sprinkler leakage coverage. The coverage policies shall be endorsed with a Loss Payee endorsement in favor of Lessor. It is agreed that any insurance proceeds in excess of Twenty-Five Thousand Dollars (\$25,000) resulting from a loss under said policies shall be payable jointly to Lessor and Lessee to ensure that said proceeds will be reinvested in rebuilding and/or repairing the damaged portions of the Leased Premises and any damaged or destroyed improvements located thereon. However, if there is a consented-to-encumbrance held by a Financial Institution (as defined in Paragraph 8) encumbering the leasehold, then all proceeds from such policies of insurance shall be payable in trust with safeguards reasonably acceptable to Lessor to the Consented-to-Lender which is a Financial Institution (as defined in Paragraph 8) to be disbursed for the repair and restoration of the Premises (or, if there is no Consented-to-Lender, or the Consented-to-Lender declines to hold and disburse such proceeds, to a bank or trust company doing business in the County of San Diego agreed upon by the parties, or if the parties fail to agree, to Bank of America, N.A., or its successor, which proceeds shall be deposited in interest bearing accounts or deposits agreed upon by the parties, or if the parties fail to agree, then in the bank's regular passbook savings account). All interest shall be added to the trust funds to be disbursed with the principal. All proceeds shall be disbursed in progress payments for the payment of the cost of repairing or restoring the property so damaged or destroyed. The specific manner of holding such proceeds and the method and conditions of disbursement shall be subject to the prior written approval of Lessor so as to ensure the application of such proceeds in compliance with this Lease.

(i) In the event that this Lease is terminated with consent of both Lessor and said mortgagee or beneficiary, and the improvements are not reconstructed, repaired, or replaced, the insurance proceeds shall be retained, without liability, by said mortgagee or beneficiary to the extent necessary to fully discharge the debt secured by said mortgage or deed of trust.

Furthermore, said mortgagee or beneficiary shall hold the balance thereof to restore the Leased Premises to a neat and clean condition. Any remaining funds shall lastly be paid to Lessor and Lessee, as their interests may appear

E. Said Lease is hereby amended by deleting Subparagraph 26(b)(5) in its entirety and substituting Subparagraph 26(b)(5) in its place, as follows:

26. (b) General Requirements

- (5) Lessor may require that Lessee obtain and maintain additional or increased insurance from time to time. Lessor shall notify Lessee in writing of changes in the insurance requirements. With respect to changes in insurance requirements that are available from Lessee's then-existing insurance carrier, Lessee shall deposit Certificates evidencing acceptable insurance policies with Lessor incorporating such changes within sixty (60) days of receipt of such notice. With respect to changes in insurance requirements that are not available from Lessee's then-existing insurance carrier, Lessee shall deposit Certificates evidencing acceptable insurance policies with Lessor, incorporating such changes, within one hundred twenty (120) days of receipt of such notice. In the event Lessee fails to deposit insurance Certificates as required herein, this Lease shall be in default without further notice to Lessee, and Lessor shall be entitled to exercise all legal remedies. Without limitation of the foregoing, Lessee agrees that if Lessee does not take out and maintain such insurance or furnish Lessor with renewals or binders in a timely manner, Lessor may (but shall not be required to), procure said insurance on Lessee's behalf and charge Lessee the cost thereof, which amount shall be payable by Lessee within thirty (30) days of written demand with interest at the Default Rate from the date such sums are expended. For purposes of this Subparagraph 26(b)(5), "Default Rate" shall mean an annual rate equal to the lesser of (i) the annual "Bank Prime Loan" rate cited in the Federal Reserve Statistical Release Publication H.15(519), published weekly (or such other comparable index as Lessor and Lessee shall reasonably agree upon if such rate ceases to be published), plus four (4) percentage points, and (ii) the highest rate permitted by applicable law.

F. Said Lease is hereby amended by deleting Subparagraph 46(e) in its entirety and substituting Subparagraph 46(e) in its place, as follows:

46. (e) Release and Waiver.

- (1) Release. Except to the extent of Claims (as defined below) against Lessor arising from any breach by Lessor of its covenants and obligations expressly provided in this Lease, Lessee, on behalf of Lessee, its successors and assigns, hereby fully and forever releases, acquits and discharges Lessor of and from, and hereby fully forever waives:

Any and all Claims, whether known or unknown, direct or indirect, foreseeable or unforeseeable, absolute or contingent, that Lessee or any of Lessee's successors or assigns now has or may have or which may arise or be asserted in the future arising out of, directly or indirectly, or in any way connected with: (A) any act or omission of Lessor (or any person acting for or on behalf of Lessor or for whose conduct Lessor may be liable), whether or not such act be the active, passive or sole negligence of Lessor, in connection with prior ownership, maintenance, operation or use of the Leased Premises; (B) any condition of environmental contamination or pollution at the Leased Premises (including, without limitation, the contamination or pollution of any soils, subsoil media, surface waters or groundwaters at the Leased Premises); (C) to the extent not already included in clause (B) above, the prior, present or future existence, release or discharge, or threatened release, of any Hazardous Materials at the Leased Premises, (including, without limitation, the release or discharge, or threatened release, of any Hazardous Materials into the air at the Leased Premises or into any soils, subsoils, surface waters or groundwaters at the Leased Premises); (D) the violation of, or noncompliance with, any Environmental Requirement or other Applicable Law now or hereafter in effect, however and whenever occurring; (E) the condition of the soil at the Leased Premises; (F) the condition of any improvements located on the Leased Premises including, without limitation, the structural integrity and seismic compliance of such improvements; (G) any matters which would be shown on an accurate ALTA land survey of the Leased Premises (including, without limitation, all existing easements and encroachments, if any); (H) all Applicable Laws now or hereafter in effect; (I) matters which would be apparent from a visual inspection of the Leased Premises; or (J) to the extent not already covered by any of the foregoing clauses (A) through (I) above, the use, maintenance, development, construction, ownership or operation of the Leased Premises by Lessor or any predecessor(s)-in-interest in the Leased Premises of Lessor.

- (2) Waiver of Civil Code Section 1542. With respect to all releases made by Lessee under or pursuant to this Paragraph 46, Lessee hereby

waives the application and benefits of California Civil Code § 1542 and hereby verifies that it has read and understands the following provision of California Civil Code § 1542:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Lessee: 

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ABSTRACT OF LEASE AMENDMENT NO. 1

G. ABSTRACT OF LEASE AMENDMENT NO. 1 ("Abstract"):

This is the final Paragraph and Abstract of Lease Amendment No.1, dated _____, 20____, between SAN DIEGO UNIFIED PORT DISTRICT, a public Corporation, Lessor, and SHELTER ISLAND YACHTWAYS, LTD., a California limited partnership, dba Shelter Island Boatyard, Lessee, concerning the Leased Premises described in Exhibits "A" and "B," attached hereto and by this reference made a part hereof.

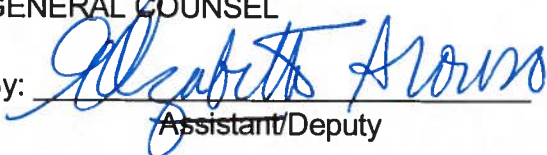
For good and adequate consideration, Lessor leases the Leased Premises to Lessee, and Lessee hires them from Lessor, for the term and on the provisions contained in Lease dated October 1, 2014, as amended by this Lease Amendment No. 1, including without limitation provisions prohibiting assignment, subleasing, and encumbering said leasehold without the express written consent of Lessor in each instance, all as more specifically set forth in said Lease and said Lease Amendment No. 1, which are incorporated in this Abstract by this reference.

The term is 30 years, beginning October 1, 2014, and ending on September 30, 2044. This Lease Amendment No. 1 shall become effective as of _____, 20____.

This Abstract is not a complete summary of the Lease Amendment No. 1. Provisions in this Abstract shall not be used in interpreting the Lease Amendment No. 1 provisions. In the event of conflict between this Abstract and other parts of the Lease Amendment No. 1, the other parts shall control. Execution hereof constitutes execution of the Lease Amendment No. 1 itself.

APPROVED AS TO FORM AND LEGALITY
GENERAL COUNSEL

By: _____


Assistant/Deputy

SAN DIEGO UNIFIED PORT DISTRICT

By: _____

Anthony Gordon
Acting Director, Real Estate

SHELTER ISLAND YACHTWAYS, LTD.,
a California limited partnership, dba Shelter
Island Boatyard

By: _____


Signature

PRINT NAME: WILLIAM L. ROBERTS

PRINT TITLE: GENERAL PARTNER

(FOR USE BY SHELTER ISLAND YACHTWAYS, LTD.)

STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On September 29 2015 before me, Dinisa M. Valadao,
Notary Public, personally appeared William Roberts,
who proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that ~~he~~ she ~~they~~ executed the
same in his ~~her~~ ~~their~~ authorized capacity(ies), and that by his ~~her~~ ~~their~~ signature ~~s~~ on the
instrument the person ~~s~~, or the entity upon behalf of which the person ~~s~~ acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Dinisa M Valadao (Seal)

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____

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

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name _____

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

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

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(FOR USE BY SAN DIEGO UNIFIED PORT DISTRICT)

STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On _____ before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____

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

Signer is Representing: _____

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OF SIGNER

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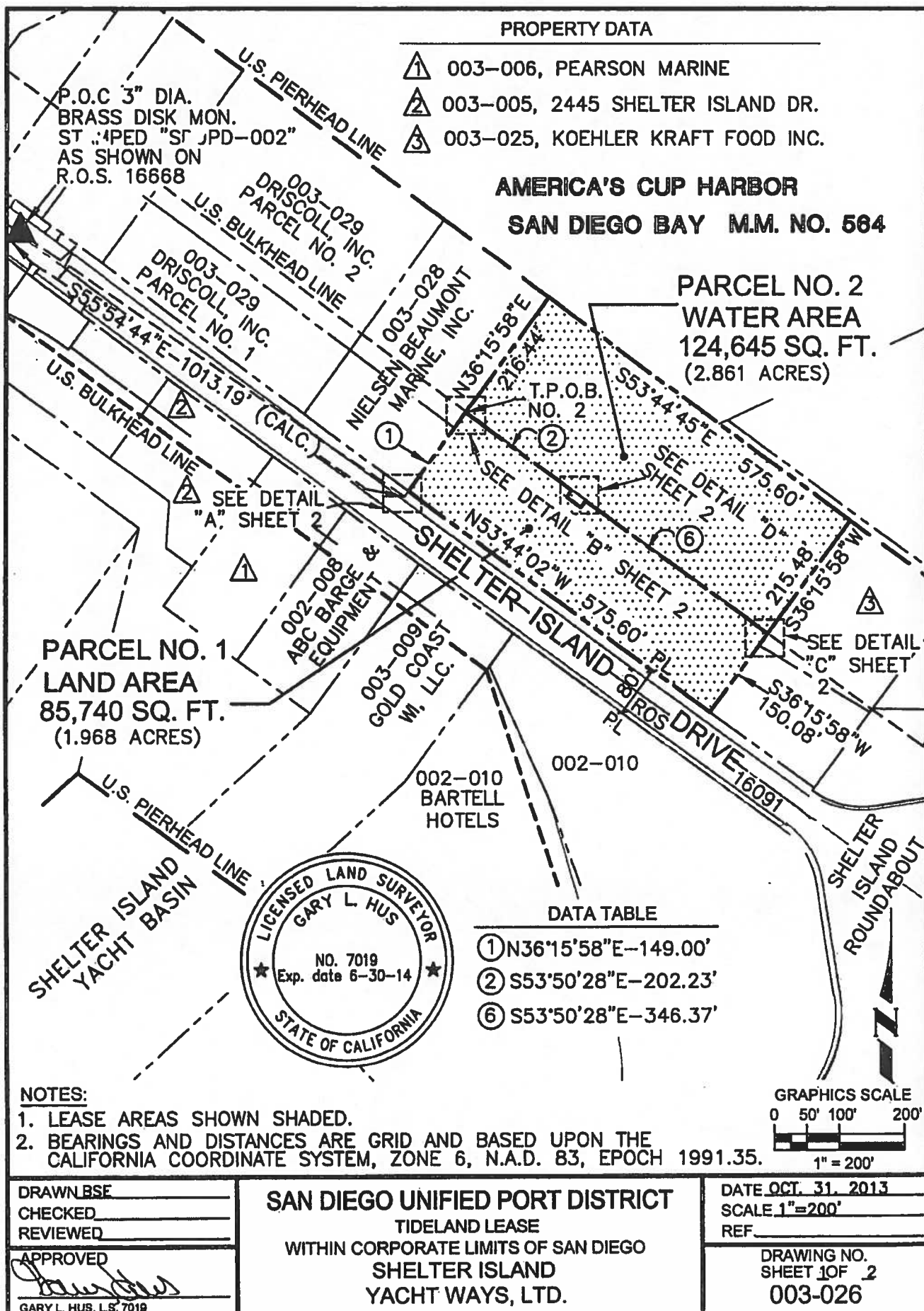
Signer's Name _____

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

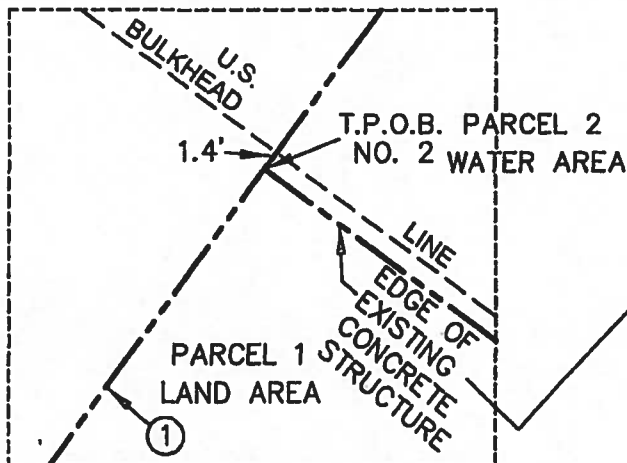
Signer is Representing: _____

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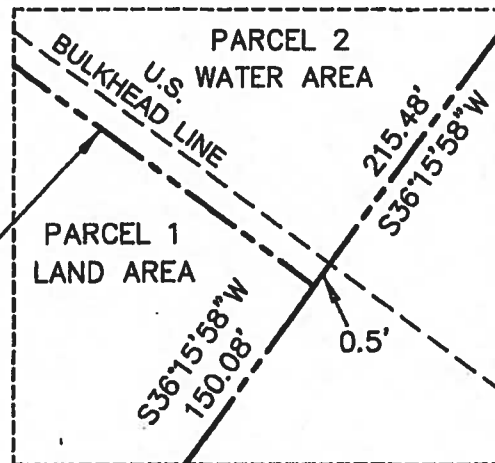
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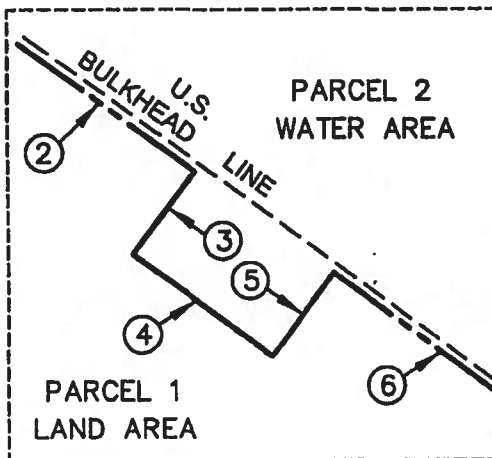
DETAIL "B"
N.T.S.



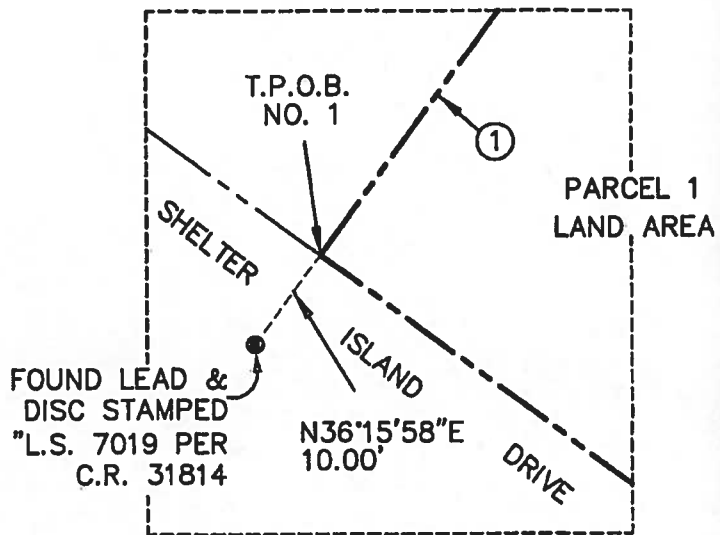
DETAIL "C"
N.T.S.

DATA TABLE

- ① N36°15'58"E-149.00'
- ② S53°50'28"E-202.23'
- ③ S36°09'32"W-12.50'
- ④ S53°50'28"E-27.00'
- ⑤ N36°09'32"E-12.50'
- ⑥ S53°50'28"E-346.37'



DETAIL "D"
N.T.S.



DETAIL "A"
N.T.S.

NOTES:

- 1. LEASE AREAS SHOWN SHADED.
- 2. BEARINGS AND DISTANCES ARE GRID AND BASED UPON THE CALIFORNIA COORDINATE SYSTEM, ZONE 6, N.A.D. 83, EPOCH 1991.35.

DRAWN BSE
CHECKED
REVIEWED
APPROVED
GARY L. HUS, L.S. 7019

SAN DIEGO UNIFIED PORT DISTRICT
TIDELAND LEASE
WITHIN CORPORATE LIMITS OF SAN DIEGO
SHELTER ISLAND
YACHT WAYS, LTD.

DATE OCT. 31, 2013
SCALE NONE
REF
DRAWING NO.
SHEET 2 OF 2
003-026

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**Legal Description for
SHELTER ISLAND YACHT WAYS, LTD.**

TIDELAND LEASE

Parcel / Drawing No. 003-026

Within Corporate Limits of San Diego

All that certain portion of tide and submerged land conveyed to the San Diego Unified Port District by that certain Act of Legislature of the State of California pursuant to Chapter 67, Statutes of 1962, First Extraordinary Session, as amended, and delineated on that certain Miscellaneous Map No. 564, filed in the Office of the San Diego County Recorder on May 28, 1976, File No. 76-164686, in the City of San Diego, County of San Diego, State of California, and more particularly described as follows:

PARCEL NO. 1 LAND AREA

Commencing at a 3 inch diameter brass disk monument stamped "SDUPD-002" as shown on Record of Survey No. 16668, filed in the office of the San Diego County Recorder on July 25, 2000; thence South 55°54'44" East 1013.19 feet (calculated) to a lead & disc stamped "L.S. 7019" per Corner Record No. 31814, filed December 21, 2011 in the Office of said County Recorder, said lead & disc marking the 10.00 foot offset from the northeasterly line of Shelter Island Drive (80' wide) as said Shelter Island Drive is shown on Record of Survey No. 16091, filed March 5, 1999 in the Office of said County Recorder; thence leaving said offset line North 36°15'58" East 10.00 feet to the **True Point of Beginning** of Parcel No. 1; thence continuing North 36°15'58" East 149.00 feet; thence South 53°50'28" East 202.23 feet; thence South 36°09'32" West 12.50 feet; thence South 53°50'28" East 27.00 feet; thence North 36°09'32" East 12.50 feet; thence South 53°50'28" East 346.37 feet; thence South 36°15'58" West 150.08 feet to the northeasterly line of said Shelter Island Drive; thence along said northeasterly line North 53°44'02" West 575.60 to the **True Point of Beginning** of Parcel No. 1, containing 85,740 square feet or 1.968 acres of tidelands area.

PARCEL NO. 2 WATER AREA

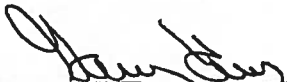
Commencing at the **True Point of Beginning** of Parcel No. 1 described above; thence North 36°15'58" East 149.00 feet to the **True Point of Beginning** of Parcel No. 2; thence continuing North 36°15'58" East 216.44 feet to a point on the U.S. Pierhead line, as said U.S. Pierhead line is now established for the Bay of San Diego and delineated on map entitled "Harbor Lines, San Diego Bay, California, File No. (D.O. Series) 426", approved by the Secretary of the Army, April 29, 1963, filed in the Office of the District Engineer, Los Angeles, California; thence along said U.S. Pierhead line South 53°44'45" East 575.60 feet; thence leaving said U.S. Pierhead line South 36°15'58"

West 215.48; thence North 53°50'28" West 346.37 feet; thence South 36°09'32" West 12.50 feet; thence North 53°50'28" West 27.00 feet; thence North 36°09'32" East 12.50 feet; thence North 53°50'28" West 202.23 feet to the **True Point of Beginning** of Parcel No. 2, containing 124,645 square feet or 2.861 acres of water covered tidelands area.

The above described land and water areas are delineated on the San Diego Unified Port District Drawing No. 003-026, dated October 31ST, 2013 and made a part of this agreement.

All bearings and distances in the above legal description are grid, and based upon the California Coordinate System, Zone 6, N.A.D. 83, Epoch 1991.35.

This legal description was prepared by me or under my direction in conformance with the Land Surveyors' Act.


GARY L. HUS
LS 7019

11-12-2013
DATE

