

Attachment B to Agenda File No. 2015-1666

AGREEMENT FOR AMENDMENT OF LEASE AMENDMENT NO. 1

THIS AGREEMENT FOR AMENDMENT OF LEASE AMENDMENT NO. 1 ("AMENDMENT"), made and entered into this ____ day of _____, 2015, by and between the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation, hereinafter called "Lessor," and CITY OF CORONADO, a municipal corporation, hereinafter called "Lessee," WITNESSETH:

WHEREAS, Lessor and Lessee, on the 14th day of August 2012, entered into a lease of certain tidelands in the city of Coronado, California as more particularly described therein "Leased Premises", which lease is on file in the Office of the Clerk of Lessor bearing Document No. 59251, "Lease"; and

WHEREAS, Lessee requested Lessor to continue the rent of \$11,616 for the period of July 1, 2015 through June 30, 2017 due to unexpected delays in construction. To compensate Lessor for the additional two (2) years of reduced rent, the percentage of the gross income from boat slip rentals will increase from 11% to 16% for the period of July 1, 2017 through June 30, 2022; 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. The description of the Leased Premises contained in the Preamble is hereby amended by deleting the two indented paragraphs of the Preamble in their entirety and substituting in lieu thereof the following two indented paragraphs:

Approximately 4,948 square feet of land area and approximately 144,555 square feet of water area located at 1715 Strand Way in the City of Coronado, California, more particularly described and delineated as Parcel Nos. 1 and 2 on Drawing No. 055-005 dated July 2012, attached hereto as Exhibits "A" and "B" and by this reference made a part hereof, hereinafter "Leased Premises."

Lessee is owner of that certain public and tideland property immediately adjacent to the Leased Premises that comprises the Glorietta Bay Marina, delineated as Parcel Nos. 3 and 4 on Drawing No. 055-005 dated July 2012, attached hereto as Exhibit

“A.”

- B. Said Lease is hereby amended by deleting Paragraph 3 in its entirety and substituting in lieu thereof Paragraph 3 as follows:

3. RENT:

Lessee agrees to pay to Lessor rent in accordance with the following:

- (a) The term of this Lease shall be divided into the following rental periods, hereinafter “Rental Periods.”

1) July 1, 2012 – June 30, 2017

2) July 1, 2017 – June 30, 2022

3) July 1, 2022 – June 30, 2032

4) July 1, 2032 – June 30, 2042

5) July 1, 2042 – June 30, 2052

- (b) The rent for the first Rental Period of this Lease commencing July 1, 2012 and ending June 30, 2017 shall be eleven thousand six hundred and sixteen Dollars (\$11,616) per year, hereinafter “Rent”. The rent for the second Rental Period commencing July 1, 2017 and ending June 30, 2022 shall be a minimum of ninety-five thousand Dollars (\$95,000) per year during the sixth through tenth years of the term of this Lease, hereinafter “Minimum Annual Rent,” or the cumulative total of the percentage and flat rents per year as provided in (c) below, whichever is greater.

- (c) Effective July 1, 2017 and thereafter, percentage rents shall be calculated on an annual basis and shall be based on the following percentages of the gross income of the operations and businesses conducted on or from the Leased Premises:

- 1) Sixteen Percent (16%) of the gross income from rental of boat slips.
- 2) Ten Percent (10%) of the concession rents paid to the Lessee from its sublessee(s) from the boat rental dock;
- 3) Ten Percent (10%) of the office rents paid to Lessee from sublessee(s) of the marina support building;
- 4) No other rents shall be paid by Lessee during the term of the Lease;

- 5) No rents shall be paid by sublessee(s) of the Lessee to the Lessor during the term of the Lease;
 - 6) Bad debt losses shall not be deducted from gross income.
- (d) The rent for each successive Rental Period and any extension thereof shall be adjusted in accordance with Paragraph 3.2 herein.
- (e) On or before the 20th day of each month, Lessee shall pay to Lessor one twelfth (1/12th) of the Rent during years one (1) through five (5) of the Lease term; and on or before the 20th day of each month during the remainder of the Lease term Lessee shall pay to Lessor one twelfth (1/12th) of the Minimum Annual Rent. On or before September 1 of each calendar year commencing in year six (6), Lessee shall render to Lessor, in a form prescribed by Lessor, a detailed report of gross income as defined in Paragraph 3(c) for the prior accounting year. The accounting year shall be twelve (12) full calendar months of the prior fiscal year ending June 30. The first accounting year shall begin on the first day of the first month during which the percentage rent described in this Lease becomes effective. Subsequent accounting years shall begin upon each anniversary of that date during the Lease term or any extension thereof. Each report shall be signed by Lessee or its responsible agent under penalty of perjury and shall include the following:
- (1) The total gross income for the accounting year, itemized as to each of the business categories for which a separate percentage rent rate is established.
 - (2) The total concession and rent payments for the prior accounting year.
 - (3) The related itemized amounts of percentage rent computed, as herein provided, and the total thereof.
 - (4) The total Minimum Annual Rent previously paid by Lessee for the accounting year.

Concurrently with the rendering of the accounting year statement, Lessee shall pay the total percentage rent computed for that accounting year, less total Minimum Annual Rent previously paid for the accounting year [Item (4) above].

- (f) All payments shall be delivered to and statements required in Paragraph (e) above shall be filed with Lessor's Treasurer. Checks shall be made payable to the San Diego Unified Port District and mailed to the Treasurer, San Diego Unified Port District, Post Office Box 120488, San Diego, California 92112-0488, or delivered to the Treasurer, San Diego Unified Port District, 3165 Pacific Highway, San Diego, California. Lessor may change the designated place of payment and filing at any time upon ten (10) days' written notice to

Lessee. Lessee assumes all risk of loss and responsibility for Late Charges, as hereinafter described, if payments are made by mail.

- (g) Lessee hereby acknowledges that late payment by Lessee to Lessor of rent and other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease. Accordingly, in the event Lessee is delinquent in rendering to Lessor an accounting of rent due or in remitting the rent due in accordance with the rent provisions of this Lease, Lessee shall pay, in addition to the unpaid rent, five percent (5%) of the delinquent rent. If rent is still unpaid at the end of fifteen (15) days, Lessee shall pay an additional five percent (5%) [being a total of ten percent (10%)] (collectively, "Late Charges"). The parties hereby agree that said Late Charges are additional rent and are not interest, and that said Late Charges are appropriate to compensate Lessor for loss resulting from rent delinquency including, without limitation, lost opportunities and the cost of servicing the delinquent account. Acceptance of such Late Charges and any portion of the late payment by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any of its other rights and remedies. The Executive Director of Lessor shall have the right to waive for good cause any Late Charges upon written application of Lessee for any such delinquency period.
- (h) All payments by Lessee to Lessor shall be by a good and sufficient check. No payment made by Lessee or receipt or acceptance by Lessor of a lesser amount than the correct amount of rent due under this Lease shall be deemed to be other than a payment on account of the earliest rent due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance or pursue any other available remedy.
- (i) Lessee shall, at all times during the term of this Lease, keep or cause to be kept, accurate and complete records and double entry books of account of all financial transactions in the operation of all business activities, of whatever nature, conducted in pursuance of the rights granted herein. The records must be supported by source documents of original entry such as sales invoices, cash register tapes, bank depository documentation, purchase invoices, or other pertinent supporting documents. Financial statements (a balance sheet and income/expense statement), based upon the double entry books of account, shall be prepared not less than annually.

All Lessee's books of account, records, financial statements, and documentation related to this Lease or to business operations conducted within or from the Leased Premises, shall be kept either at the Leased Premises or at such other locations as are acceptable to Lessor. Lessor shall have the right at any and all reasonable times to examine and audit said books, records, financial statements, and documentation, without restriction, for the purpose of determining the accuracy thereof, the accuracy of the monthly statements of gross income submitted, and the accuracy of the rent

paid to the Lessor. In the event that the Lessee's business operations conducted within or from the Leased Premises are part of a larger business operation of the Lessee, and any part of the books, records, financial statements and documentation required herein is prepared only for the larger operation, and not solely for the business operations of the Leased Premises, then the Lessor shall also have the right to examine and audit that part of said books, records, financial statements, and documentation of the larger business operation.

Lessee's failure to keep such books of account, records, financial statements, and documentation and make them available for inspection by Lessor is a breach of this Lease and cause for termination. The Executive Director of Lessor shall have the discretion to require the installation of any additional accounting methods or controls he may deem necessary, subject to prior written notice. In the event the Lessee does not make available the original records and books of account at the Leased Premises or within the limits of San Diego County, Lessee agrees to pay all necessary travel expenses incurred by Lessor in conducting an audit at the location where said records and books of account are maintained.

Additionally, if the audit reveals a discrepancy of more than five percent (5%) between the rent due as reported by Lessee and the rent due as determined by the audit, and/or Lessee has failed to maintain complete and accurate books of account, records, financial statements, and documentation in accordance with this Lease, then Lessee shall pay the cost of the audit, as determined by the Executive Director of Lessor, plus the rent determined to have been underpaid. In addition, should Lessee fail to pay said amounts within thirty (30) days after written notice from Lessor, then Lessee shall pay an additional fee of ten percent (10%) of said unpaid amounts as compensation to Lessor for administrative costs, as previously described herein, along with the rent determined to have been underpaid.

Furthermore, if the audit reveals that rent due to Lessor is less than five percent (5%) between the rent due as reported by Lessee and the rent due as determined by the audit, and should Lessee fail to pay said unpaid rent within thirty (30) days after written notice from Lessor, then Lessee shall pay an additional fee of ten percent (10%) of said unpaid rent as compensation to Lessor for administrative costs, as previously described herein, along with the rent determined to have been underpaid.

Lessee agrees to pay such amounts set forth above. Acceptance of Late Charges and any portion of the late payment by Lessor shall in no event constitute a waiver of Lessee default with respect to late payment, nor prevent Lessor from exercising any of the other rights and remedies granted in this Lease. The Executive Director of Lessor shall have the right to waive for good cause any Late Charges upon written application of Lessee for any such delinquency period.

- (j) Gross income upon which the percentage rent is to be based shall include all

income resulting from occupancy or use of the Leased Premises in any manner, whether by Lessee, its sublessees or concessionaires, or parties operating through Lessee, its sublessees, or concessionaires, from whatever source derived, and whether for cash or credit.

- C. Said Lease is hereby amended by deleting Paragraph 18 in its entirety and substituting in lieu thereof Paragraph 18 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 Tenant 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.

D. Said Lease is hereby amended by deleting Paragraph 26 in its entirety and substituting in lieu thereof Paragraph 26 as follows:

26. INSURANCE:

Lessee shall maintain insurance acceptable to Lessor in full force and effect throughout the term of this Lease. The policies for said insurance shall, as a minimum, provide the following:

(a) Forms of Coverage

(1) "OCCURRENCE" form Commercial General Liability covering the Leased Premises, operations, and contractual liability assumed by Lessee in this Lease in the amount of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be Four Million Dollars (\$4,000,000) unless a Two Million Dollars (\$2,000,000) per location aggregate limit is provided separate by endorsement.

(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, sprinkler leakage coverage and, if so required by Lessor, flood and earthquake 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 deed of trust, mortgage, or other security instrument, then all proceeds from such policies of insurance shall be payable in trust with safeguards reasonably acceptable to Lessor to the holder of the consented-to deed of trust, mortgage, or other security instrument to be disbursed for the repair and restoration of the Leased Premises (or, if there is no consented-to deed of trust, mortgage, or other security instrument, or the holder of the consented-to deed of trust, mortgage, or other security instrument 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.
- (3) In the event underground storage tanks are located on the Leased Premises, Lessee is required to comply with Code of Federal Regulations, Title 40, Chapter I, Subchapter H or Title 23, Division 3, Chapter 18 of California Code of Regulations, collectively, herein "UST Law." At the time Lessee is required to comply with any provisions of UST Law requiring financial assurance mechanisms, Lessee shall provide Lessor with a certified copy of its Certification of Financial Responsibility. If Lessee's program for financial responsibility requires insurance, then Lessee's policy(ies) shall name Lessor and its officers, employees, and agents as additional insureds, and all other terms of Subparagraph (b), below, shall apply. Should Lessee change its financial assurance mechanisms, Lessee shall immediately provide Lessor with a certified copy of its revised Certification of Financial Responsibility.
- (4) Marina Operators Liability insurance in an amount not less than Two Million Dollars (\$2,000,000) per occurrence and aggregate.
- (b) General Requirements

- (1) All required insurance shall be in force the first day of the term of this Lease, and shall be maintained continuously in force throughout the term of this Lease. In addition, the cost of all required insurance shall be borne by Lessee. During the entire term of this Lease, Lessee shall provide Lessor with Certificates, in a form acceptable to Lessor, evidencing the existence of the necessary insurance policies and original endorsements effecting coverage required by this Paragraph. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind insurance on its behalf. Notwithstanding the forgoing, Lessor reserves the right to require complete, certified copies of all required policies at any time.
- (2) All liability insurance policies shall name, or be endorsed to name Lessor and its officers, employees, and agents as additional insureds and protect Lessor and its officers, employees, and agents against any legal costs in defending claims. All liability policies shall provide cross-liability coverage. All insurance policies shall be endorsed to state that coverage will not be suspended, voided, cancelled, or reduced in coverage or in limits, except after Lessee has furnished Lessor with thirty (30) days' prior written notice by certified mail. All insurance policies shall be endorsed to state that Lessee's insurance is primary and not excess or contributory to any insurance issued in the name of Lessor. Further, all insurance companies must be satisfactory to Lessor.
- (3) Any deductibles or self-insured retentions must be declared and acceptable to Lessor. If the deductibles or self-insured retentions are unacceptable to Lessor, then Lessee shall have the option to either: (i) reduce or eliminate such deductibles or self-insured retentions as respects the Lessor and its officers, employees, and agents; or, (ii) procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- (4) Lessor shall retain the right at any time to review the coverage, form, and amount of insurance required herein. If, in the opinion of Lessor, the insurance provisions in this Lease do not provide adequate protection for Lessor and/or members of the public using the Leased Premises or using services connected with Lessee's use or occupancy of the Leased Premises,

Lessor may require Lessee to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. Lessor's requirements shall be reasonable, but shall be designed to ensure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

- (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. "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.
- (6) If Lessee fails or refuses to maintain insurance as required in this Lease, or fails to provide proof of insurance, Lessor has the right to declare this Lease in default without further notice to Lessee, and Lessor shall be entitled to exercise all legal remedies.

- (7) The procuring of such required policies of insurance shall not be construed to limit Lessee's liability hereunder, nor to fulfill the indemnification provisions and requirements of this Lease. Notwithstanding said policies of insurance, Lessee shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Lease, or with the use or occupancy of the Leased Premises.
- (8) Lessee agrees not to use the Leased Premises in any manner, even if use is for purposes stated herein, that will result in the cancellation of any insurance Lessor may have on the Leased Premises or on adjacent premises, or that will cause cancellation of any other insurance coverage for the Leased Premises or adjoining premises. Lessee further agrees not to keep on the Leased Premises or permit to be kept, used, or sold thereon, anything prohibited by any fire or other insurance policy covering the Leased Premises. Lessee shall, at its sole expense, comply with all reasonable requirements for maintaining fire and other insurance coverage on the Leased Premises.

E. Said Lease is hereby amended by deleting Paragraph 27 in its entirety and substituting in lieu thereof Paragraph 27 as follows:

27. COMPLIANCE WITH PREVAILING WAGE LAWS:

Lessee acknowledges and agrees that: (1) it is the sole and exclusive responsibility of the Lessee, and not Lessor, to ensure that all persons and/or entities who provide any labor, services and/or equipment in connection with any construction or work of improvement on any land or water areas occupied by Lessee, shall comply with the requirements of California's prevailing wages laws (the "PWL"); and (2) it is the sole and exclusive responsibility of Lessee, and not Lessor, to determine whether such construction or work of improvement is subject to the PWL by obtaining a determination by means that do not involve Lessor. If such construction or work of improvement is determined to be subject to the PWL, Lessee shall comply with all applicable provisions of the PWL, and shall ensure that all persons and/or entities who provide any labor, services, equipment and/or materials in connection with such construction or work of improvement shall likewise comply with all applicable provisions of the PWL.

(ABSTRACT ON FOLLOWING PAGE)

ABSTRACT OF LEASE AMENDMENT NO. 1

F. ABSTRACT OF LEASE AMENDMENT NO. 1: This is the final Paragraph and Abstract of Lease Amendment No. 1 ("Abstract"), dated _____, 2015, between SAN DIEGO UNIFIED PORT DISTRICT, a public corporation, "Lessor", and CITY OF CORONADO, a municipal corporation, "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 the Lease dated August 14, 2012, which Lease is on file in the Office of the Clerk of Lessor bearing Document No. 59251, and this Amendment, 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 Amendment, which are incorporated in this Abstract by this reference.

This Amendment shall become effective as of _____, 2015.

This Abstract is not a complete summary of the Amendment. Provisions in this Abstract shall not be used in interpreting the Amendment provisions. In the event of conflict between this Abstract and other parts of the Amendment, the other parts shall control. Execution hereof constitutes execution of the Amendment itself.

APPROVED AS TO FORM AND LEGALITY
GENERAL COUNSEL

SAN DIEGO UNIFIED PORT DISTRICT

By: _____
Assistant/Deputy

By: _____
Tony Gordon
Acting Director, Real Estate

CITY OF CORONADO, a municipal
corporation

By: _____
Signature

PRINT NAME: _____

PRINT TITLE: _____

(FOR USE BY _____)

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: _____

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
Top of thumb here

(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: _____

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: _____

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