

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

San Diego Gas & Electric Company
Land Services Department
8690 Balboa Ave.
San Diego, CA 92123-1569
Attn: Real Estate Records – CPA01

WITH A COPY TO:

District Clerk)
San Diego Unified Port District)
Post Office Box 120488)
San Diego, CA 92112-0488)

No Document Fee

Recordation for Benefit of San Diego Gas & Electric Company

(Space Above this Line for Recorder’s Use)

The undersigned District declares that the Documentary Tax is \$-0-

EASEMENT FOR UTILITY PURPOSES

1. **Grant of Easement:** SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (“Grantor”), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grants to SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation, a non-exclusive, distribution easement for uses as specified in Paragraph 2 (“Easement”) in, on, over, under, across and through the following property located in the County of San Diego, State of California:

Approximately 3,668 square feet of tideland area located in the city of Chula Vista, California, designated as Project Number 3-337961 and Notification Numbers 3-337981 and 3-337980 for underground & above ground electric facilities & for underground gas facilities, by Grantee and more particularly described on **Exhibit A** and delineated on **Exhibit B**, attached hereto and made a part hereof (“Easement Area”).

2. **Easement Uses:** Grantee shall have the right to use the Easement Area to excavate for, lay, erect, construct, build, install, modify, improve, rebuild, reconstruct, relocate, reconfigure, repair, replace, substitute, change the size of, upgrade, maintain, patrol, inspect, test, operate, use and remove facilities consisting only of underground electrical facilities together with aboveground structures consisting of pad-mounted electrical equipment and appurtenances for the transmission and distribution of electricity and related public utility purposes, underground pipelines and appurtenances for the transmission and distribution of gas, together with all fixtures, equipment, and appurtenances necessary or convenient for the maintenance, operation and use thereof and for underground communication

facilities and underground appurtenances used solely and exclusively for SDG&E internal communications (“**Facilities**”); provided, however, that Grantee shall not grant to third parties any right to attach or install telecommunications, wireless or other communication facilities within the Easement Area.

3. **Access:** Grantee is further granted the right of ingress and egress to, from and along the Easement Area via practical routes across the adjacent lands of Grantor; provided that Grantee shall exercise such ingress and egress rights in a reasonable manner designed to minimize interference with Grantor’s (and third-parties with rights granted by Grantor) activities within such adjacent lands.
4. **Term:** The term of this Easement (“**Term**”) shall be for a period of fifteen (15) years effective _____ (“**Commencement Date**”) and ending fifteen (15) years later on _____ (the “**Expiration Date**”) unless sooner terminated as herein provided.
5. **Grantee’s Improvements and Repairs:** Initial construction, reconstruction, reconfiguring, replacements, substitutions, changes, and upgrades to the Facilities shall require Grantor’s written approval, which shall not be unreasonably withheld, delayed or conditioned; provided that Grantee may inspect the Facilities and make like-kind replacements to Facilities for repair purposes without prior approval and subject to the other terms hereof. In the case of emergency repairs that constitute an “emergency development”¹ and are undertaken to protect life, public health and safety, and property or to maintain public and private services, Grantee shall immediately commence repairs and give Grantor written notification within 24 hours of the commencement of said emergency repair so that the Grantor can inspect the Easement Area solely for compliance with the terms and conditions of this Easement. Facilities installed pursuant to this Easement shall be constructed in a good and workmanlike manner and shall conform to all applicable laws and regulations and to such applicable laws and regulations of the California Public Utilities Commission (“CPUC”); provided that in the event of a conflict between applicable laws and regulations of CPUC and other applicable laws and regulations, the laws and regulations of CPUC shall control. Non-material violations of applicable laws and regulations shall not constitute a default under this Easement, provided, that Grantee cures or commences to cure such violation within thirty (30) calendar days after receiving actual notice of such violation and diligently prosecutes such cure to completion.
6. **Excavations:**
 - a. **By Grantee:** In making any excavations within the Easement Area, subject to Grantor’s written approval in accordance with Paragraph 5 above, Grantee shall use reasonable efforts to make the excavation in a manner designed to cause the least injury to

¹ Emergency developments, as defined in the District’s Coastal Development Permit Regulations (filed in the Office of the District Clerk as Document No. 19171) are those necessary to maintain, repair, restore, demolish, protect, or replace property or facilities damaged, destroyed, or threatened by imminent danger from a sudden, unexpected occurrence, which demands immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Emergency includes, but is not limited to, such occurrences as fire, flood, windstorm, earthquake, or other soil or geologic movements, as well as occurrences as riot, accident, or sabotage.

the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground and any improvement thereof to as near the same condition as existed immediately prior to such excavation to the extent it is reasonably practicable to do.

b. By Grantor: Conduits carry high voltage electrical conductors, and pipelines may carry volatile materials; therefore, Grantor shall not make or authorize any excavation or penetrate the ground in any manner within the Easement Area without first obtaining Grantee's prior written permission (including any necessary prior approval of the CPUC), which permission shall not be unreasonably withheld, delayed or conditioned. Prior to making any excavation or penetrating the ground in any manner within the Easement Area, Grantor shall contact Dig Alert at 800-227-2600 to mark out the locations of all underground Facilities.

7. **Protective Barriers:** Subject to Grantor's written approval, which shall not be unreasonably withheld, delayed or conditioned, Grantee shall have the right to erect, build, construct, install and maintain within the Easement Area, such equipment, traffic barriers and minor earth retaining structures as Grantee deems necessary for the erection, building, construction, installation, maintenance, operation, use and protection of Grantee's Facilities.
8. **Grantor's Improvements:** From and after the date that this Easement is fully executed by Grantor and Grantee and subject to the remaining provisions of this Paragraph 8, without the prior written consent of Grantee, which consent shall not be unreasonably withheld, delayed or conditioned, Grantor shall not (and shall not authorize another party to): (a) erect, build, install, place or construct any building or structure within the Easement Area, (b) plant any tree or other deep-rooted growth within the Easement Area, or (c) drill or dig any well, pond or lake within the Easement Area, or (d) store or place any explosive, toxic, or hazardous materials within the Easement Area. Subject to the prior review and written approval by Grantee of Grantor's improvement plans and specifications, which approval shall not be unreasonably withheld, delayed or conditioned (but which shall consider Grantee's need to provide adequate protection for the Facilities in accordance with pertinent orders of the CPUC and all of the then-current customary safety standards, standard engineering practices, setbacks, and applicable government regulations), Grantor retains the right to construct, reconstruct and maintain aboveground improvements that do not interfere with the safe operation of Grantee's Facilities or cause damage to Grantee's Facilities, including, but not limited to, fences, landscaping with shallow roots (e.g., grass and plants within containers), sidewalks, curbs, gutters, and street and parking lot surfaces or other surfaces, or construction staging; and provided, further, that such improvements do not penetrate the ground or require excavation and/or grading to a depth of more than eighteen (18) inches within the Easement Area. Notwithstanding the foregoing, and subject to the terms of Paragraph 19 below, Grantor shall have the right to construct, reconstruct and maintain compatible utilities and facilities for sewer, storm drainage, water, and telecommunications within the Easement Area.
9. **Ground Surface Elevations:** Grantor shall not increase or decrease the ground surface elevations within this Easement Area, without prior written consent of Grantee, including

any necessary prior approval of the CPUC, which consent shall not be unreasonably withheld, conditioned, or delayed.

10. **Grantee's Rights:** Except for Grantee approved items under Paragraph 8 above, Grantee shall have all rights and powers, but is not hereby obligated to: (a) keep the Easement Area free and clear from (i) buildings and structures, (ii) trees and/or other deep-rooted growths, (iii) wells, ponds and/or lakes, and/or (iv) explosive, toxic and/or hazardous materials; and (b) trim, prune, cut, maintain and/or remove trees, deep-rooted growths, foliage and/or brush along or adjacent to the Easement Area and remove roots from within the Easement Area whenever Grantee deems it necessary, provided that Grantee shall use commercially reasonable efforts to notify Grantor so that Grantor may, in Grantor's discretion, provide such notification to any lessee of such work and to minimize interference with Grantor's (and/or third parties with rights granted by Grantor) activities within the Easement Area. Said right shall not relieve Grantor of any obligation it may have as the fee owner to trim or remove trees and brush to prevent danger or hazard to property or persons.

11. **Facilities Relocation:**

a. **Grantor-Requested Relocations:** If, during the Term of this Easement, Grantor or any party by, through or under Grantor, desires Grantee to relocate all or part of its Facilities, then Grantor shall provide another easement in a location satisfactory to Grantee for the placement of its Facilities upon at least the same terms and conditions of this Easement, except for property location, and shall compensate Grantee for the actual cost of Grantee relocating its Facilities, and Grantee shall reconvey the portion of the Easement previously required for such relocated Facilities within the later of one hundred eighty (180) days after receipt of Grantor's written request or the time required for Grantee to obtain any and all agency or jurisdictional requirements, permits and approvals necessary to relocate the Facilities, including but not limited to any pre-approval required from the CPUC, and provided that Grantee diligently pursues such CPUC approval. Notwithstanding the foregoing, in the event that the Facilities are relocated to publicly dedicated street acceptable to Grantee in its reasonable discretion, Grantor shall not be required to provide another easement to Grantee in connection with the relocated Facilities. Grantor and Grantee acknowledge and agree that Grantor plans to request removal and relocation of the Facilities and the Easement following the completion of certain infrastructure improvements within the Chula Vista Bayfront and Grantor shall cause Grantee to be compensated for the actual cost of any removal and relocation completed by Grantee.

b. **Grantee Relocations:** If Grantee desires to relocate its Facilities, Grantee shall obtain the written approval of Grantor for the new route on Grantor's property and Grantee shall be solely responsible to pay the cost of any such relocation. Provided Grantor approves of such new route, Grantor shall provide another easement in a location satisfactory to Grantor and Grantee for the placement of Grantee's Facilities upon at least the same terms and conditions of this Easement, except for property location. Grantor agrees that such approval of any new route shall not be unreasonably withheld, delayed, or conditioned.

12. **Indemnification:** Grantee shall at all times indemnify, defend and save harmless Grantor from and against and pay in full any and all claims, loss, damage or expense (collectively “Claims”) that Grantor sustains, incurs or is liable for including any Claims to the extent arising out of: (a) the actions of Grantee, its contractors, subcontractors, officers, agents, representatives, invitees, licensees and/or employees with respect to this Easement, excepting any Claims to the extent resulting from the negligence or intentional acts of Grantor, its contractors, subcontractors, officers, agents, representatives, invitees, licensees and/or employees; and/or (b) injury to or death of persons resulting in any manner from the actions of Grantee, its contractors, subcontractors, officers, agents, representatives, invitees, licensees and/or employees with respect to this Easement, excepting any Claims to the extent resulting from the negligence or intentional acts of Grantor, its contractors, subcontractors, officers, agents, representatives, invitees, licensees and/or employees.
13. **Compliance with Prevailing Wage Laws:** Grantee acknowledges and agrees that: (a) it is the sole and exclusive responsibility of Grantee, and not Grantor, 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 Grantee, shall comply with the applicable requirements of California’s prevailing wage laws (the “PWL”); and (b) it is the sole and exclusive responsibility of Grantee, and not Grantor, to determine whether such construction or work of improvement is subject to the PWL by obtaining a determination by means that do not involve Grantor. If such construction or work of improvement is determined to be subject to the PWL, Grantee 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.
14. **Property Taxes:** This Easement may result in a taxable possessory interest subject to the payment of property taxes. Grantee agrees to and shall pay before delinquency all taxes and assessments of any kind assessed or levied upon Grantee for franchises, licenses or permits for any use or activities of Grantee upon the Easement, if any.
15. **Abandonment of Facilities and Easement:** If Grantee, in its sole discretion, determines that the Facilities or the Easement are no longer required for the conduct of its business at any time during the Term, then Grantee shall provide written notice to Grantor that Grantee desires to remove the Facilities at Grantee’s sole cost and expense and, upon completion of the removal, Grantee shall promptly furnish Grantor a good and sufficient Quitclaim Deed of all of Grantee’s right, title, and interest in and to this Easement. Notwithstanding the foregoing, if Grantee does not use or abandons the Facilities or Easement for a period of five (5) consecutive years, Grantor shall have the right to terminate this Easement and Grantee shall promptly remove the Facilities at Grantee’s sole cost and expense, and, upon completion of the removal, Grantee shall promptly furnish Grantor a good and sufficient Quitclaim Deed of all of Grantee’s right, title, and interest in and to this Easement. Any removal work shall be done in a good and workmanlike manner and in accordance with Paragraphs 5, 6 and 16 and comply with all applicable, laws, statutes, ordinances, or other governmental rules, regulations, requirements, and/or approvals, which may include CPUC approval.

16. **Removal of Facilities:** One hundred and eighty (180) days prior to the Expiration Date, Grantee shall inform Grantor regarding Grantee's proposed course of action with respect to the removal and/or abandonment of the Facilities within the Easement Area, and Grantor shall use reasonable efforts to approve, disapprove or condition such course of action in writing within ninety (90) calendar days; provided that (a) Grantor's approval shall not be unreasonably withheld, conditioned or delayed and (b) it shall not be unreasonable for Grantor to condition its approval on removal of the Facilities. Notwithstanding the foregoing, Grantee shall have the later of one hundred eighty (180) days from receipt of written request from Grantor or the time required for Grantee to obtain any and all agency or jurisdictional requirements, permits and approvals necessary, including but not limited to CPUC approval, to remove the Facilities; provided, that Grantee diligently pursues such required approvals and the satisfaction of any other requirements. Grantee's failure to initially inform Grantor regarding Grantee's proposed course of action with respect to the removal and/or abandonment of the Facilities within the Easement Area as set forth above shall not be a default under the terms of this Easement; provided that at any time after the date that is one-hundred and eighty (180) days prior to the Expiration Date, Grantor may send a written request for Grantee's proposed course of action, and Grantee shall respond with its proposed course of action within thirty (30) days of receipt of such request. Upon receipt of Grantee's proposed course of action, the procedures outlined above in this Paragraph 16 shall apply.
17. **Notices:** All notices provided for by this Easement or by law to be given or served upon Grantor or Grantee shall be in writing and: (a) personally served upon Grantor or Grantee, or any person hereafter authorized by either party in writing to receive such notice, or (b) served by certified letter or reputable overnight courier addressed to the appropriate address hereinafter set forth, or to such other address designated in writing by the respective party.

To Grantor
 San Diego Unified Port District
 Director, Real Estate
 Post Office Box 120488
 San Diego, CA 92112-0488

To Grantee
 Land Services Manager
 San Diego Gas & Electric Company
 8690 Balboa Avenue, CPA-01
 San Diego, CA 92123

Any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the parties so served; provided, however, if served by certified mail, service will be considered completed and binding on the party served two (2) business days after deposit in the U.S. Mail and if by overnight courier, service will be considered completed and binding on the party served one (1) business day after deposit with such overnight courier.

18. **Assignment – Sub-agreements:** Grantee shall not assign or transfer the Easement, enter into sub-agreements, or permit the occupancy of all or any part of the Easement Area by a third party without the prior written consent of the Grantor, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing sentence, Grantee may assign the Easement to (a) any entity controlling, controlled by or under common control with Grantee in connection with any corporate reorganization or restructuring, (b) the surviving entity in the event of any merger with or by Grantee, and/or

- (c) the acquiring entity in the event of any sale of a majority of Grantee's shares or all or substantially all of Grantee's assets.
19. **Non-exclusivity:** Grantor may grant or convey any permits, licenses, leases, easements, or interests in real property in and over the Easement Area in Grantor's sole but reasonable discretion so long as such transfers or grants do not conflict with terms and conditions of this Easement, including the rights granted to Grantee hereunder.
 20. **Holdover:** Any holding over by Grantee after either expiration or termination shall not constitute a renewal or extension, or give Grantee any rights in or to the Easement, and if Grantee, with Grantor's consent, remains in possession of the Easement Area after Easement expiration or termination, such possession shall be deemed a month-to-month extension terminable upon thirty (30) days' written notice furnished at any time by either party to the other.
 21. **Binding Covenants:** This Easement and any covenants, conditions, and restrictions contained herein, shall run with the land, and be binding upon and inure to the benefit of the successors, heirs, executors, administrators, permittees, licensees, agents and assigns of Grantor and Grantee.
 22. **Attorneys' Fees:** If either party files any action or brings any proceeding against the other arising from or related to this Easement, the prevailing party shall be entitled to recover from the other party as an element of its costs of suit and not as damages, reasonable attorneys' fees (including fees for in-house counsel), costs and expenses incurred in the action or proceeding, including any appeal thereof. The "prevailing party" within the meaning of this Paragraph 22 shall be the party to the action or proceeding who is entitled to recover its costs of suit for the proceeding, whether or not the same proceeds to final judgment. A party not entitled to recover its costs shall not recover attorneys' fees.
 23. **Amendment:** This Easement may be amended or modified only by an instrument duly executed by the Grantor and consented to in writing by Grantee.
 24. **Severability:** If any term or provision of this Easement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then the remainder of this Easement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Easement shall be valid and be enforced to the fullest extent permitted by law.
 25. **Applicable Laws:** This Easement shall be construed, interpreted and determined in accordance with the laws of the State of California without reference to its choice of law provisions.
 26. **Time is of the Essence:** Grantor and Grantee hereby agree that time is of the essence with respect to this Easement.
 27. **Effectiveness:** It is an express condition of this Easement that the Easement shall not be complete or effective until signed by Grantor and Grantee.

- 28. **Prior Agreements.** Grantor and Grantee previously entered into the following (together, the “**Original Easements**”): (a) Easement dated March 8, 1983 and recorded in the Office of the District Clerk as Document No. 15668 and recorded with the San Diego County Recorder as Document No. 83-080370 and rerecorded as Document No. 83-115695 (as modified by that certain letter agreement dated March 9, 2022 between Grantor and Grantee) and (b) Easement dated September 5, 1985 and recorded in the Office of the District Clerk as Document No. 18561 and recorded with the San Diego County Recorder as Document No. 86-028455 and in duplicate as Document No. 85-430361. Grantor and Grantee each acknowledges and agrees that the Original Easements are hereby superseded and restated in their entirety by this Easement as of the Commencement Date; provided that any obligations of Grantee under the Original Easements (as modified) accruing or arising on or prior to the Commencement Date or which by their terms survive termination, shall remain enforceable by Grantor.

- 29. **Counterparts:** This Easement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument.

Dated: _____

APPROVED AS TO FORM AND LEGALITY

SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation

SAN DIEGO UNIFIED PORT DISTRICT, a public corporation

By: _____
Signature

GENERAL COUNSEL:

PRINT
NAME: John Hutter
Right of Way Supervisor

By: _____
Assistant/Deputy

By: _____
Anthony Gordon
Director, Real Estate

PRINT
NAME: _____

(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: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

EXHIBIT 'A'
TEMPORARY GAS AND ELECTRIC EASEMENT

BEGINNING AT STATION NO. 107 ON THE MEAN HIGH TIDE LINE OF THE BAY OF SAN DIEGO, AS SAID MEAN HIGH TIDE LINE IS SHOWN ON MISCELLANEOUS MAP NO. 217, FILED IN THE RECORDER'S OFFICE OF THE COUNTY OF SAN DIEGO SEPTEMBER 25, 1950 AS FILE NO. 110422; THENCE ALONG SAID MEAN HIGH TIDE LINE SOUTH 58°27'22" EAST (RECORD PER M.M. 217 SOUTH 58°28'01" EAST), 105.95 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF MARINA PARKWAY (FORMERLY TIDELANDS AVENUE) AS DEDICATED PER DOCUMENT RECORDED OCTOBER 10, 1966 AS FILE NO. 163052 O.R. AND SHOWN ON SAN DIEGO UNIFIED PORT DISTRICT DRAWING NO. 484-MB, ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 20.00 FEET, A RADIAL TO WHICH BEARS NORTH 33°15'14" WEST; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY AND SAID 20.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 49° 04' 33" A DISTANCE OF 17.13 FEET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 72°19'26" WEST, 56.32 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 481.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 17' 12", A DISTANCE OF 195.49 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 130.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38° 58' 15" A DISTANCE OF 88.42 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 77.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 33°21'37" EAST; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°17'18" A DISTANCE OF 62.21 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 83.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 12°55'41" EAST; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°43'43" A DISTANCE OF 57.55 FEET; THENCE NORTH 26°48'02" WEST, 11.00 FEET; THENCE SOUTH 63°11'58" WEST, 454.31 FEET; THENCE NORTH 26°48'02" WEST, 48.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 'E' STREET AS DEDICATED PER DOCUMENT RECORDED 5/12/22 AS DOCUMENT NO. 2022-0204718 AND A POINT HEREINAFTER REFERRED TO AS **POINT 'A'**; THENCE CONTINUING NORTH 26°48'02" WEST, 5.00 FEET; THENCE SOUTH 72°12'03" WEST, 559.24 FEET TO THE **TRUE POINT OF BEGINNING OF PARCEL 'A'**; THENCE CONTINUING SOUTH 72°12'03" WEST, 132.80 FEET; THENCE SOUTH 25°23'18" EAST, 358.37 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 28.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 73°18'03" A DISTANCE OF 35.82 FEET; THENCE SOUTH 47°54'45" WEST, 43.90 FEET; THENCE SOUTH 25°23'13" EAST, 4.37 FEET; THENCE SOUTH 64°36'47" WEST, 15.00 FEET; THENCE NORTH 25°23'13" WEST, 10.00 FEET; THENCE NORTH 64°36'47" EAST, 12.89 FEET; THENCE NORTH 47°54'45" EAST, 44.30 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 22.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 73°18'03" A DISTANCE OF 28.15 FEET; THENCE NORTH 25°23'18" WEST, 373.39 FEET; THENCE SOUTH 72°11'55" WEST, 3.67 FEET; THENCE NORTH 17°48'05" WEST, 6.00 FEET; THENCE NORTH 72°11'55" EAST, 3.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 6.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°24'47" A DISTANCE OF 8.63 FEET; THENCE SOUTH 25°23'18" EAST, 8.97 FEET;

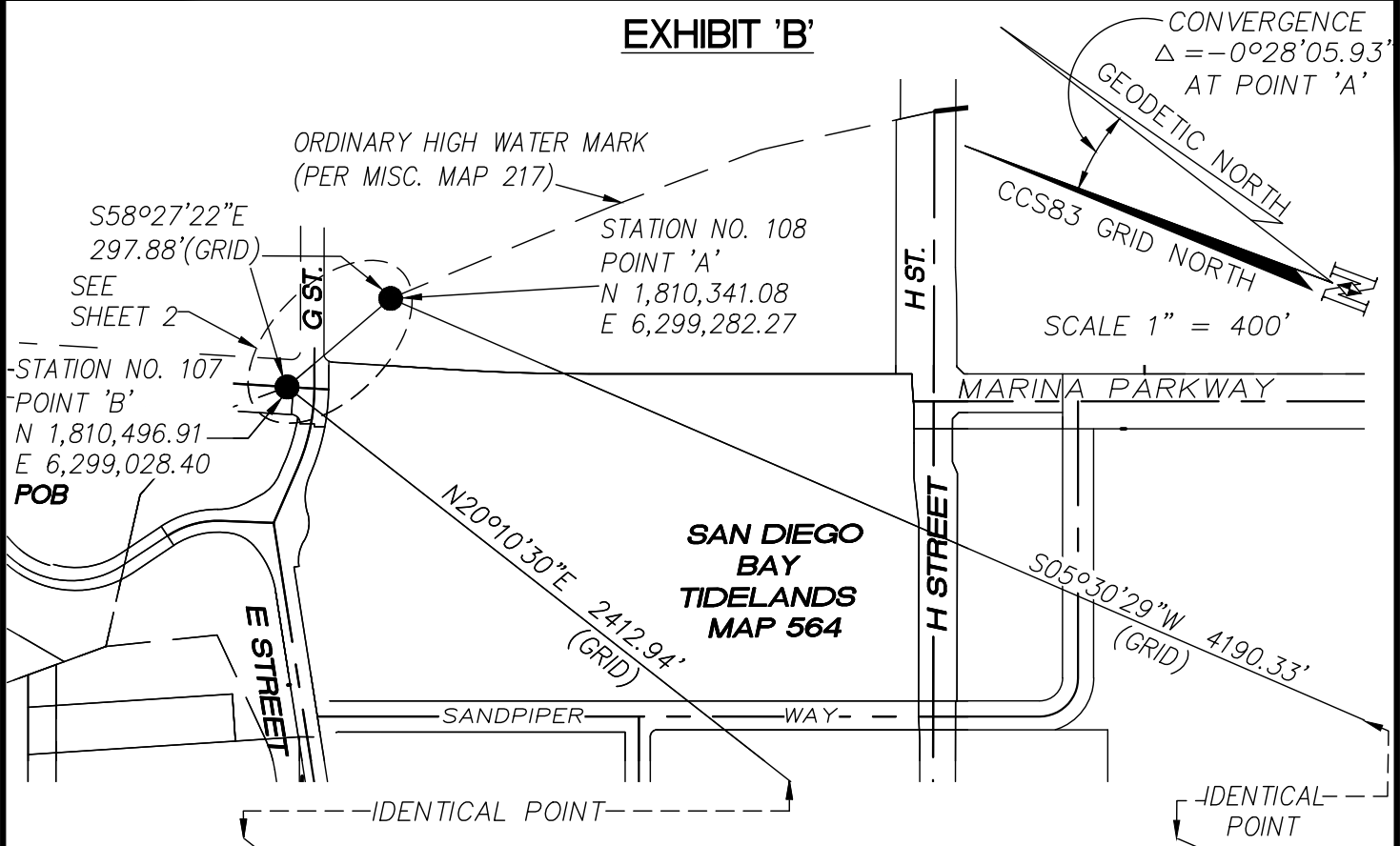
THENCE NORTH 72°12'03" EAST, 133.60 FEET;
 THENCE SOUTH 17°47'57" EAST, 6.00 FEET TO THE **TRUE POINT OF BEGINNING OF PARCEL 'A'**.
 THENCE BEGINNING AT THE AFOREMENTIONED **POINT 'A'** AND CONTINUING ALONG SAID RIGHT OF WAY OF 'E' STREET THE FOLLOWING 7 COURSES:
 THENCE SOUTH 63°11'58" WEST, 119.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 320.03 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°47'38" A DISTANCE OF 445.69 FEET; THENCE SOUTH 27°12'12" WEST, 38.28 FEET; THENCE SOUTH 17°47'48" EAST, 901.20 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 14.09 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 69°18'27" WEST; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 77°42'52" A DISTANCE OF 19.12 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 5.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 08°39'42" WEST; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°11'46" A DISTANCE OF 7.17 FEET TO THE RIGHT OF WAY OF 'H' STREET AND THE BEGINNING OF A TANGENT COMPOUND CURVE CONCAVE WESTERLY HAVING A RADIUS OF 66.00 FEET; THENCE ALONG THE RIGHT OF WAY OF 'H' STREET THE FOLLOWING 4 COURSES FOLLOWING THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°48'44" A DISTANCE OF 51.62 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 74.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 177°46'16" A DISTANCE OF 229.60 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 25.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°37'40" A DISTANCE OF 18.16 FEET; THENCE NORTH 72°12'12" EAST, 458.85 FEET TO THE **TRUE POINT OF BEGINNING OF PARCEL 'B'**;
 THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 72°12'12" EAST, 10.00 FEET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 17°54'40" EAST, 283.17 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 65.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 102.10 FEET;
 THENCE SOUTH 72°05'20" WEST, 478.83 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 99.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°00'00" A DISTANCE OF 51.84 FEET;
 THENCE NORTH 77°54'40" WEST, 98.55 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 55.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 60°00'00" A DISTANCE OF 57.60 FEET;
 THENCE NORTH 17°54'40" WEST, 23.00 FEET;
 THENCE NORTH 72°05'20" EAST, 10.00 FEET;
 THENCE SOUTH 17°54'40" EAST, 23.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 45.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 60°00'00" A DISTANCE OF 47.12 FEET;
 THENCE SOUTH 77°54'40" EAST, 98.55 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 89.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°00'00" A DISTANCE OF 46.60 FEET;
 THENCE NORTH 72°05'20" EAST, 478.83 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 55.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 86.39 FEET;
 THENCE NORTH 17°54'40" WEST, 283.19 FEET TO THE RIGHT OF WAY OF SAID 'H' STREET AND THE **TRUE POINT OF BEGINNING OF PARCEL 'B'**

PARCEL 'A' AREA = 3,688 S.F. OR 0.085 ACRES, MORE OR LESS.

PARCEL 'B' AREA = 10,794 S.F. OR 0.248 ACRES, MORE OR LESS.
TOTAL AREA = 14,482 S.F. OR 0.332 ACRES, MORE OR LESS.



EXHIBIT 'B'



IDENTICAL POINT

IDENTICAL POINT

BASIS OF BEARINGS N18°20'54"W 2172.37' (GRID)

FOUND 3" DIAMETER BRASS DISK STAMPED 'SDUPD-052' PER ROS 17055
N 1,808,232.02
E 6,298,196.20

FOUND 3" DIAMETER BRASS DISK STAMPED 'SDUPD-053' PER ROS 17055
N 1,806,170.09
E 6,298,880.05

BASIS OF BEARINGS

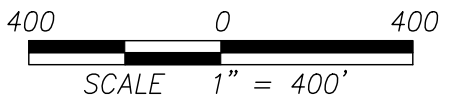
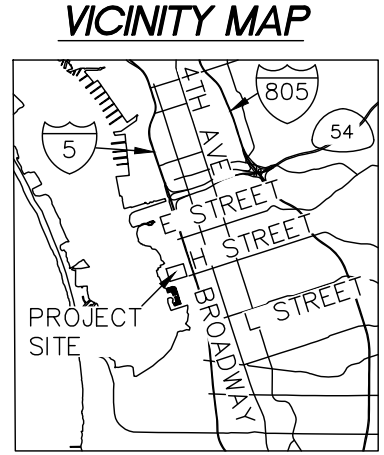
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, CCS83, ZONE 6, EPOCH 1991.35 AND IS DETERMINED BY GPS MEASUREMENTS TAKEN ON 14 SEPTEMBER, 2018. POINTS 'A' AND 'B' WERE ESTABLISHED FROM GPS STATION 'SDUPD-052' AND GPS STATION 'SDUPD-053' PER RECORD OF SURVEY 17055.

THE BEARING FROM POINT 'B' TO POINT 'A' IS; SOUTH 58°27'22" EAST

THE COMBINED GRID FACTOR AT GPS STATION 'SDUPD-052' IS 1.00003511

GRID DISTANCE = GROUND DISTANCE X COMBINED GRID FACTOR.

THE ELEVATION AT GPS STATION 'SDUPD-052' IS 11.21' DATUM NAVD88



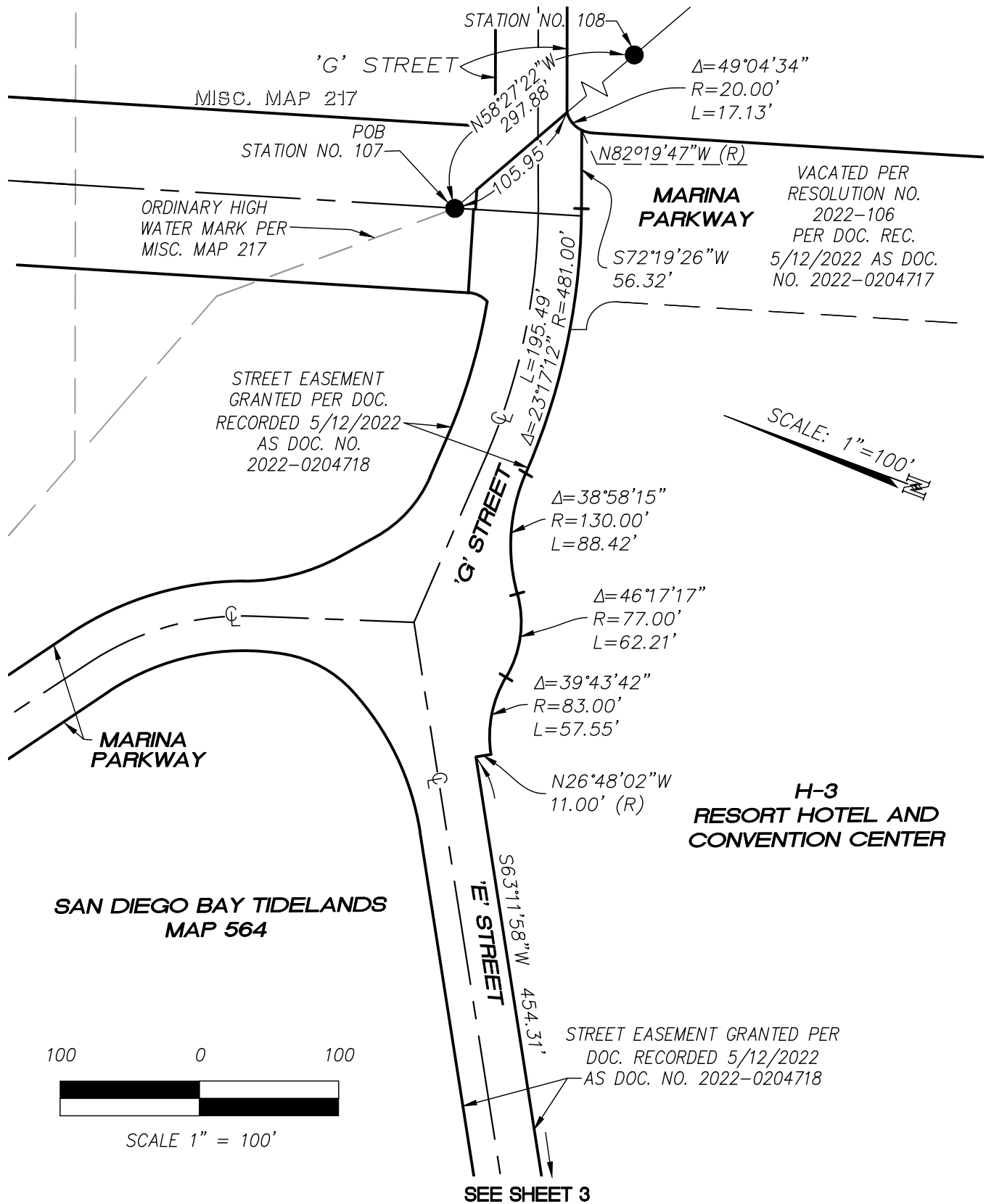
N.E. JOB No. 117-009.4

DRAWN BY: JRW
CHECKED BY: LT
REVIEWED BY:
APPROVED
LAND SURVEYOR, SDUPD

**SAN DIEGO UNIFIED PORT DISTRICT
BAYSIDE PARK
TEMPORARY GAS AND ELECTRIC EASEMENT
CONTROL SHEET**

DATE: MAR 2, 2023
SCALE: 1"=400'
REF.
DRAWING NO. XXX-XXX
SHEET 1 OF 6

EXHIBIT 'B'



SAN DIEGO BAY TIDELANDS
MAP 564

100 0 100



SCALE 1" = 100'

SEE SHEET 3

DRAWN BY: JRW
CHECKED BY: LT
REVIEWED BY: NE

APPROVED

LAND SURVEYOR, SDUPD

SAN DIEGO UNIFIED PORT DISTRICT BAYSIDE PARK TEMPORARY GAS AND ELECTRIC EASEMENT

DATE: MAR 1, 2023
SCALE: 1"=100'
REF.

DRAWING NO.
XXX-XXX
SHEET 2 OF 6

SEE SHEET 2

N26°48'02"W
48.00' (TIE LINE ONLY)

N26°48'02"W
5.00'

S63°11'58"W
454.31'

POINT 'A'

S63°11'58"W
119.67'

'E' STREET

STREET EASEMENT GRANTED PER
DOC. RECORDED 5/12/2022
AS DOC. NO. 2022-0204718

H-3
RESORT HOTEL
AND
CONVENTION
CENTER

WESTERLY LIMIT OF 'G'
STREET PER DOC. REC.
10/10/66 AS DOC. NO.
163052 O.R.

S72°12'03"W
559.24'

'G' STREET
VACATED

L=445.69'
R=320.03'
Δ=79°47'38"

S27°12'12"W
38.28'

S17°47'48"E
901.20'

SEE SHEET 5

QUAY AVE

N17°47'57"W
6.00'

TPOB
TEMPORARY
GAS AND ELECTRIC EASEMENT
PARCEL 'A'

SEE SHEET 4

100 0 100



SCALE 1" = 100'

DRAWN BY: JRW
CHECKED BY: LT
REVIEWED BY:

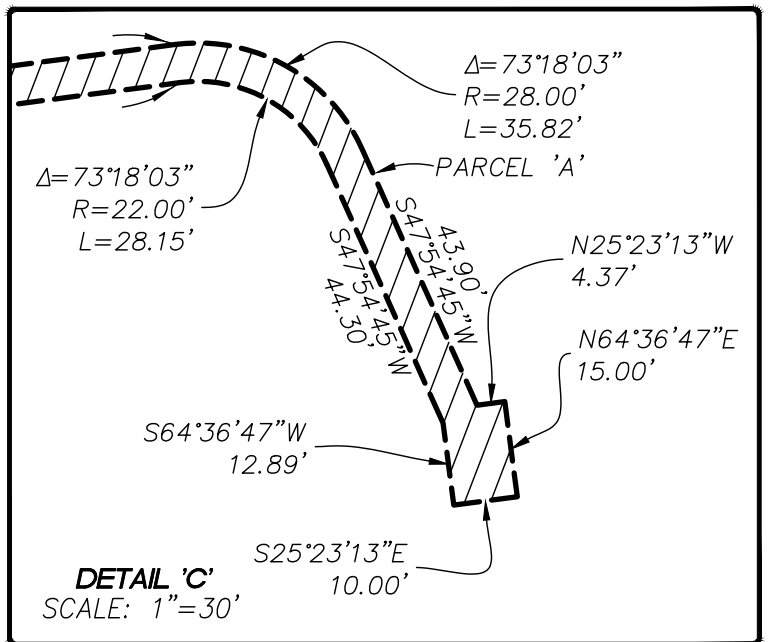
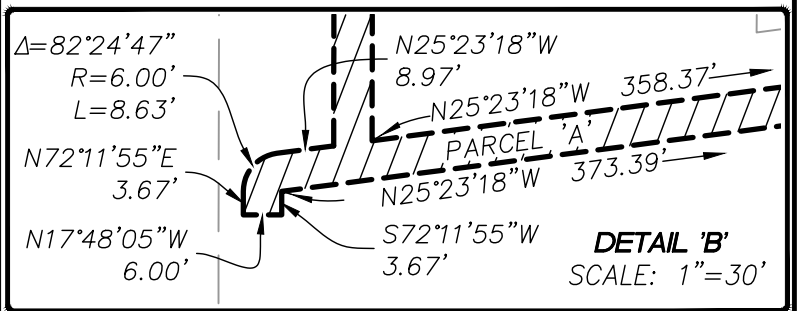
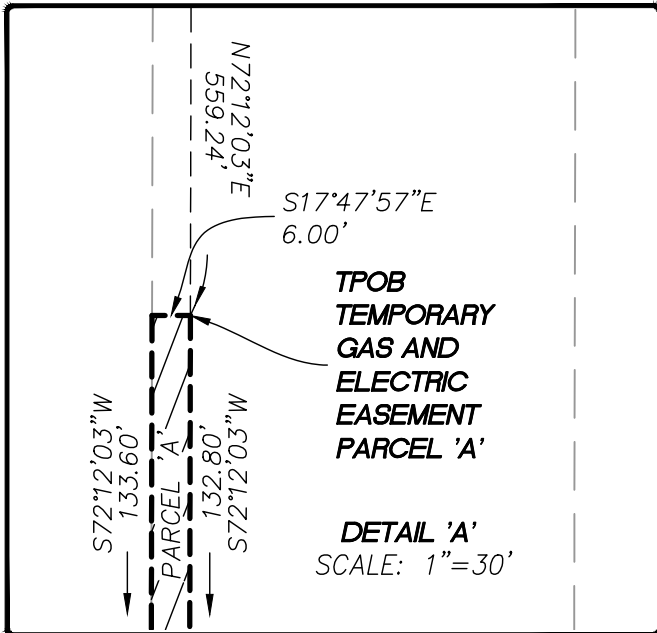
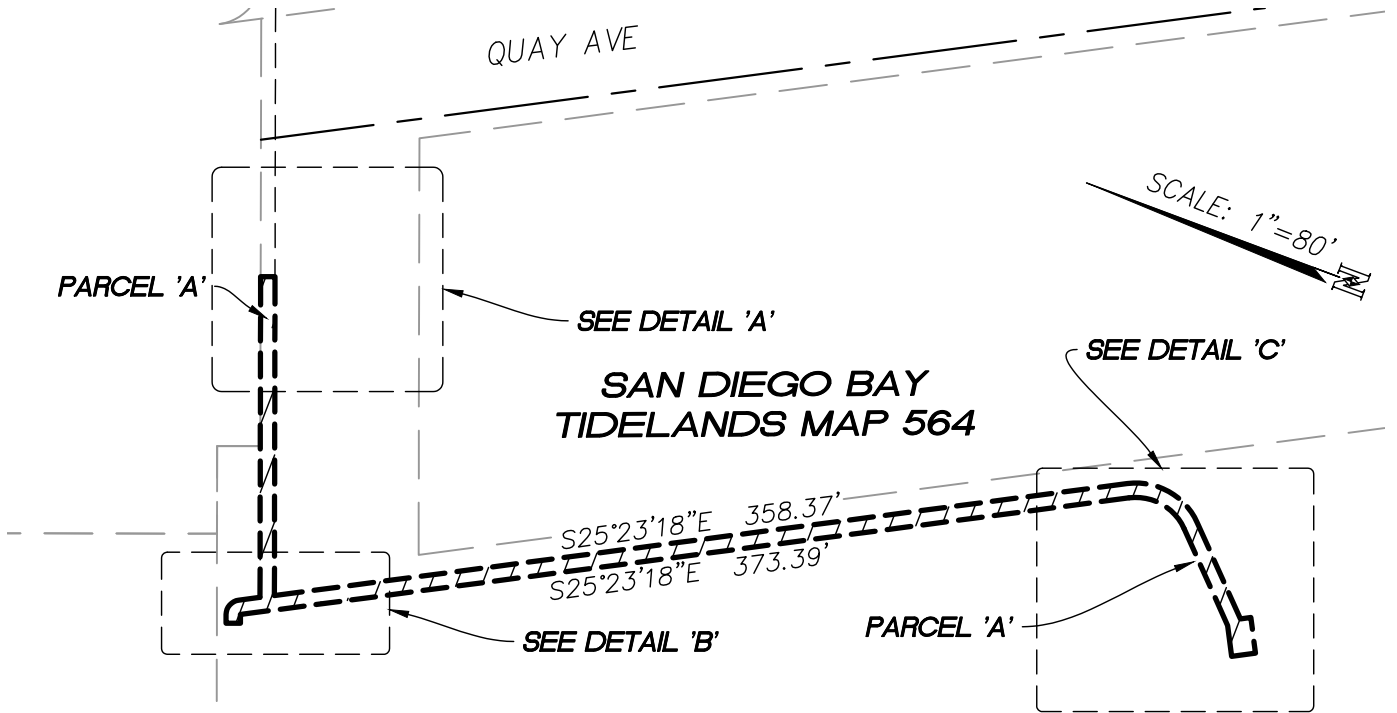
APPROVED

LAND SURVEYOR, SDUPD


SAN DIEGO UNIFIED PORT DISTRICT
BAYSIDE PARK
TEMPORARY GAS AND ELECTRIC EASEMENT

DATE: MAR 1, 2023
SCALE: 1"=100'
REF:

DRAWING NO.
XXX-XXX
SHEET 3 OF 6



LEGEND

 INDICATES TEMPORARY GAS AND ELECTRIC EASEMENT ACQUIRED AREA PARCEL 'A' = 3,688 SQ.FT. (0.085 ACRES)



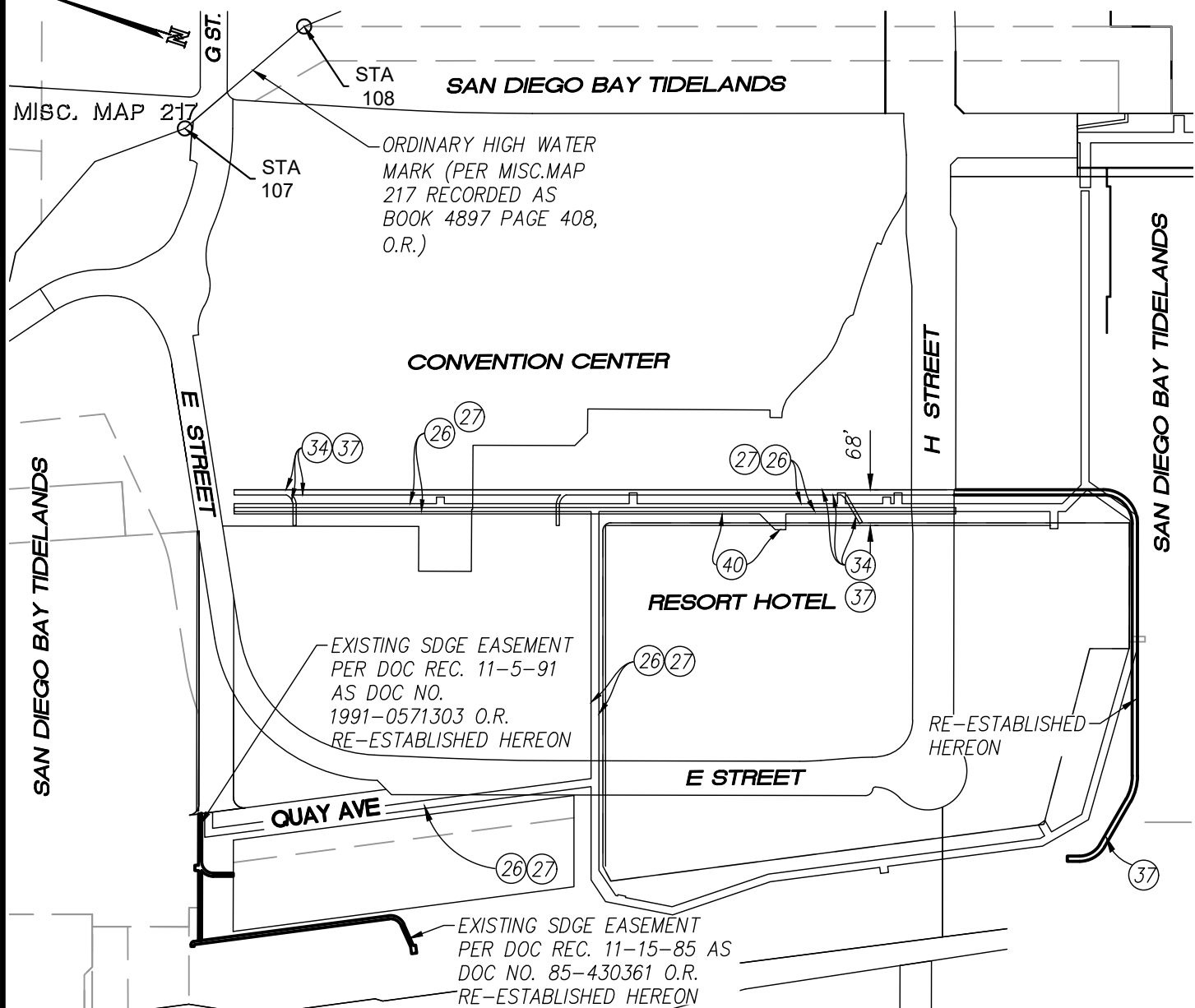
SCALE: 1"= 80'

DRAWN BY: JRW
 CHECKED BY: LT
 REVIEWED BY: _____
 APPROVED _____
 LAND SURVEYOR, SDUPD

SAN DIEGO UNIFIED PORT DISTRICT
 BAYSIDE PARK
 TEMPORARY GAS AND ELECTRIC EASEMENT

DATE: MAR 1, 2023
 SCALE: 1"= 80'
 REF. _____

DRAWING NO. XXX-XXX
 SHEET 4 OF 6



EXISTING EASEMENTS CHICAGO TITLE ORDER NO. 84417C-993-SD2-CFU, DATED MAY 6, 2022

PTR. #	DOC. #	OWNER	TYPE	WIDTH	RECORD DATE
26	81-294452	SWEETWATER	U.G./UTILITY	15'	9/15/1981
27	81-307302	SWEETWATER	U.G./UTILITY	15'	9/28/1981
34	83-080370	SDG&E	UTILITIES	10'	3/14/1983
37	83-115695	SDG&E	UTILITIES	10'	4/12/1983
40	83-267669	CITY OF CHULA VISTA	SEWER	12'	8/2/1983

NON-PLOTTABLE EASEMENTS CHICAGO TITLE ORDER NO. 84417C-993-SD2-CFU, DATED MAY 6, 2022

31	1981-404674	SDG&E	UTILITIES	N/A	12/29/1981
38	1983-115718	SDG&E	UTILITIES	N/A	4/12/1983
39	1983-189620	SDG&E	UTILITIES	N/A	7/7/1983
82A	2018-0259561	CITY OF CHULA VISTA	UTILITIES	N/A	6/26/2018
92	2022-0204717	CITY OF CHULA VISTA	UTILITIES	N/A	5/12/2022

J.N. 117-009.4

DRAWN BY: JRW
 CHECKED BY: LT
 REVIEWED BY:
 APPROVED
 LAND SURVEYOR, SDUPD

**SAN DIEGO UNIFIED PORT DISTRICT
 BAYSIDE PARK
 TEMPORARY GAS AND ELECTRIC EASEMENT**

DATE: MAR 2, 2023
 SCALE: 1"=300'
 REF.

DRAWING NO.
 XXX-XXX
 SHEET 6 OF 6