

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

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

No Document Fee  
Recordation for Benefit of District

---

(Space Above this Line for Recorder's Use)

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

### **EASEMENT FOR ENVIRONMENTAL MITIGATION PURPOSES**

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 POSEIDON RESOURCES (CHANNELSIDE) LP, a Delaware limited partnership ("Grantee"), a non-exclusive easement for uses as specified in Paragraph 1 ("Easement") in, on, over, under, across and through the following property in which this Easement is granted is located in the County of San Diego, State of California, and is described as follows:

Approximately 53,143 square feet (1.22 acres) of tideland area located in the City of Chula Vista, State of California as set forth in the legal description attached hereto as Exhibit "A" and the plat map attached hereto as Exhibit "B", both of which are made a part hereof by reference ("Easement Area").

**WHEREAS**, Grantor and Grantee, on \_\_\_\_\_, entered into a Right of Entry License Agreement of certain real property in the city of Chula Vista, County of San Diego, State of California, which is on file in the Office of the District Clerk as Document No. \_\_\_\_\_ (as the same may be amended or modified, the "Right of Entry"); and

**WHEREAS**, Grantor and Grantee entered into the Right of Entry in connection with the construction of the Otay River Estuary Restoration Project (as described in the Right of Entry, the "Project");

**WHEREAS**, conditioned upon and following the Completion of the Work (as "Completion" and "Work" are defined in the Right of Entry), this Easement is to become effective to allow Grantee access to the Easement Area for continued monitoring and maintenance required in connection with the Project; and

**WHEREAS**, the use of the Easement Area for Grantee's monitoring and maintenance efforts in connection with the Project and in accordance with the terms of this Easement is consistent with the intended use of the Chula Vista Bayfront Master Plan, the South San Diego Bay National Wildlife Refuge, and the Grantor's previous transfer of the Western Salt land acquisition to form the South San Diego Bay National Wildlife Refuge.

THEREFORE, it is understood and agreed by the parties hereto as follows:

1. **Easement Uses:** Subject to the terms of this Easement, Grantee shall have the right to use

the Easement Area to reconstruct, repair, replace, operate, monitor, conduct maintenance dredging, and maintain the facilities that consist of: (A) a berm breach; and (B) inlet channel (collectively, the "Facilities"), all as further depicted on Exhibit "C" attached hereto and incorporated herein by reference.

2. **Rent:** During the Term (as defined in Paragraph 4 below), Grantee shall be obligated to pay, without prior notice or demand, monthly installments of rent ("Rent") in accordance with the terms of this Paragraph 2.
  - (a) Upon commencement of the Term, Grantee agrees to pay Grantor Rent in the initial amount of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) per month. On the twelve (12) month anniversary of the Commencement Date (as defined in Paragraph 4 below), and each and every twelve (12) months thereafter throughout the remainder of the Term, Rent will increase by an amount equal to the Rent payable during the preceding twelve (12) month period multiplied by three percent (3.0%).
  - (b) Rent shall be payable in arrears by not later than the twentieth (20th) day of each month of the Term. If the Rent Commencement Date is other than the first (1st) day of the month and therefore the term includes a partial calendar month, the Rent for such partial month shall be equal to the product of the Monthly Rent multiplied by a fraction, the numerator of which is the number of days in such initial partial month, and the denominator of which is thirty (30).
  - (c) Checks for Rent or any other amounts due under the terms of this Easement shall be made payable to the San Diego Unified Port District and mailed to the San Diego Unified Port District, Finance Department, Post Office Box 120488, San Diego, California 92112-0488. Grantor may change the designated place of payment and filing at any time upon ten (10) days' written notice of Grantee. Grantee assumes all risk of loss and responsibility for Late Charges, hereafter described, if payments are made by mail or wire transfer.
  - (d) Grantee hereby acknowledges that late payment by Grantee to Grantor of Rent and other sums due hereunder will cause Grantor to incur costs not contemplated by this Easement. Accordingly, in the event Grantee is delinquent in remitting the Rent or other amounts due in accordance with the rent provisions of this Easement, Grantee shall pay, in addition to the unpaid Rent (or other amounts owed), five percent (5%) of the delinquent amount. If still unpaid at the end of fifteen (15) days Grantee shall pay an additional five percent (5%) [being a total ten percent (10%)] (collectively, "Late Charges"). The parties hereby agree that said Late Charges are appropriate to compensate Grantor for loss resulting from delinquency including, without limitation, lost interest, opportunities, legal costs, and the cost of servicing the delinquent account. Acceptance of such late fees and any such portion of the late payment by Grantor shall in no event constitute a waiver of Grantee's default with respect to such overdue amount, nor prevent Grantor from exercising any of its rights and remedies. The Executive Director of Grantor shall have the right to waive for good cause any Late Charges upon written application by Grantee for any such delinquency period.
  - (e) All payments by Grantee to Grantor shall be made by a good and sufficient check, or in any other form mutually agreed to in writing by the Parties. No payment made by Grantee or receipt or acceptance by Grantor of a lesser amount than the correct amount due under this Easement shall be deemed to be other than a payment on account 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 Grantor may accept such check or payment without prejudice to Grantor's right to recover the balance or pursue any other available remedy.

3. **Access:** Following a request from Grantee but subject to Grantor's prior written approval, which Grantor may approve or deny in its sole and absolute discretion, Grantee may be 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 if Grantor grants such rights then Grantee shall exercise such ingress and egress rights subject to any conditions imposed by Grantor and in any event, in a reasonable manner designed to minimize interference with Grantor's and/or any of its lessee's activities within such adjacent lands. Any access via practical routes across adjacent lands shall be within Grantor's sole discretion considering Grantor's future development plans. To the extent that Grantee wishes to access the Easement Area through property leased to a third party, it shall be Grantee's sole obligation to obtain access rights from that third party independent of any approval by Grantor.
4. **Term:** The effectiveness of this Easement, and the commencement of the term ("Term") hereof, shall be conditioned upon the Completion of the Work in accordance with the terms of the Right of Entry. The commencement of the Term shall begin on the date immediately following the Completion of the Work (such date, the "Commencement Date") and end on the date thirty (30) years thereafter (the "Expiration Date"), unless sooner terminated as provided herein; provided however, that notwithstanding the foregoing or anything to the contrary stated in this Easement or the Right of Entry, in the event that Grantee has not Completed the Work on or before May 31, 2028, then this Easement shall be automatically deemed null and void and of no further force and/or effect without further action by Grantor or Grantee.
5. **Maintenance/Repairs:**
  - (a) Subject to the terms of Paragraph 6 regarding excavations and dredging, Grantee, at its sole cost and expense, shall be responsible for maintaining the Facilities in good and safe order and condition and in compliance with all Laws (as defined in Paragraph 12 below); provided that any reconstruction, reconfiguring, replacements, substitutions, changes, and upgrades to the Facilities shall require Grantor's written approval. Grantee shall Grantor and/or any lessee of any work performed to the Facilities only to minimize interference with the Grantor's and/or such lessee's activities within the Easement Area.

In the case of emergency repairs<sup>[1]</sup>, Grantee shall immediately commence repairs and give Grantor written notification within two (2) days 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.
  - (b) In no event shall Grantee cause or permit any lien of any kind whatsoever, including, without limitation, mechanics' liens, to attach or be recorded against the Easement Area or other Grantor property, with respect to work, services, or materials furnished or to

---

<sup>1</sup>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.

have been furnished in connection with the Project. Grantor shall have the right at all times to record and post any "Notice of Non-Responsibility" or other notice which it deems necessary for protection from such liens against its property. However, if any such lien should be recorded and not released and removed, or bonded over with a bond meeting all then current statutory requirements, within thirty (30) days after the date such lien is recorded, then Grantor, at its sole option, may immediately take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including without limitation reasonable attorneys' fees and costs, incurred by Grantor in connection with the removal of such lien shall be immediately be due and payable by Grantee.

6. **Excavations and Dredging:** Any excavations or dredging within the Easement Area shall be subject to Grantor's prior written approval, which approval may be granted or withheld in Grantor's sole discretion. Following receipt of Grantor's written approval of any excavations or dredging within the Easement Area, Grantee shall use reasonable efforts to make the excavation or dredging in a manner designed to cause the least injury to the surface of the ground or submerged land around such excavation or dredging, and shall maintain the ground or submerged land at an elevation to ensure tidal flushing within Pond 15.
7. **Protective Barriers:** Subject to Grantor's prior written approval (which may be granted or withheld in Grantor's sole discretion) and any other required governmental approvals, Grantee shall have the right to erect, build, construct, install and maintain within the Easement Area, equipment for minor earth and sediment removal and retaining structures as Grantee deems reasonably necessary for the maintenance, operation, use and protection of Grantee's Facilities.
8. **Abandonment of Improvements and Easement:** If Grantee, in its sole discretion, determines that this Easement is no longer required for the conduct of its business, or if Grantee desires to abandon the Facilities and this Easement, then Grantee shall provide written notice to Grantor, and Grantor shall use reasonable efforts to approve, disapprove or condition such course of action in writing within ninety (90) calendar days. If Grantor, in its sole discretion, agrees to allow abandonment of the Facilities, then upon receipt of a written request from Grantor, Grantee shall furnish Grantor a Quitclaim Deed, in form customarily used in the jurisdiction, to Grantor of all of Grantee's right, title and interest in and to this Easement. Alternatively, in connection with any proposed abandonment, Grantor may require Grantee to remove some or all of the Facilities and other structures, installations, or improvements in compliance with all applicable Laws and restore the Easement Area to state that existed prior to the Completion of the Work. If despite Grantor's election, Grantee fails to remove such Facilities, structures, installations, or improvements within one hundred and eighty (180) days of receiving notice from Grantor to do the same, Grantor shall have the right to have such Facilities, structures, installations, or improvements removed at the expense of Grantee (plus a five percent administrative charge on all costs incurred by Grantor in connection with the same).
9. **Removal of Improvements:** 180 days prior to the expiration of the Term of the Easement, Grantee shall inform Grantor regarding Grantee's proposed course of action with respect to the removal of the Facilities and other structures, installations, and improvements 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 it shall not be unreasonable for Grantor to require Grantee to remove some or all of the Facilities and other structures, installations, or improvements in compliance with all applicable Laws and to restore the Easement Area to the state that existed prior to the Completion of the Work.

If despite Grantor's election, Grantee fails to remove such Facilities, structures, installations, or improvements within one hundred and eighty (180) days of receiving notice from Grantor to do the same, Grantor shall have the right to have such Facilities, structures, installations, or improvements removed at the expense of Grantee (plus a five percent administrative charge on all costs incurred by Grantor in connection with the same). As to any or all Facilities, structures, installations, or improvements that Grantor does not exercise said option for removal, title thereto shall vest in Grantor. During any period of time employed by Grantee under this Paragraph to remove Facilities, structures, installations, or improvements, Grantee shall continue to pay the full Rent to Grantor in accordance with this Easement, which said Rent shall be prorated daily.

10. **Insurance:** During the Term of this Easement, Grantee shall be required to maintain the following insurance coverage in accordance with the terms of this Easement:

- (a) Grantee shall maintain "OCCURRENCE" form Commercial General Liability Insurance covering the Easement Area and operations 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 suffered or alleged to be suffered by any person or persons whatsoever resulting directly or indirectly from any act or activities of Grantee, of any person acting for it or under its control or direction, or any person authorized by it to use the Easement Area. Either the general aggregate limit shall apply separately to this location, or the general aggregate limit shall be twice the required occurrence limit.
- (b) Automobile Liability insurance with limits no less than One Million Dollars (\$1,000,000) per occurrence. This policy must insure all owned, non-owned and hired vehicles.
- (c) Umbrella or Excess Liability insurance with limits no less than Five Million Dollars (\$5,000,000) per occurrence and aggregate. This policy must provide excess insurance over the same terms and conditions required above for the Commercial General Liability, Automobile Liability and Employers Liability policy.
- (d) Workers' Compensation in statutory limits required in the State of California and Employer's Liability in an amount of not less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease for any California employees. Grantee, or its authorized agent(s) or contractor(s), California workers' compensation policy shall be endorsed to include a Waiver of Subrogation endorsement in favor of Grantor.
- (e) Contractors Pollution Liability Insurance or Pollution Legal Liability in the amount of five million dollars (\$5,000,000) per claim and five million dollars (\$5,000,000) aggregate. This policy must include coverage for new or exacerbated conditions as well as pre-existing conditions. Coverage must include clean-up cost coverage, third party damages both on and off site for bodily injury and property, Non-Owned Disposal Site (NODS) coverage, Natural Resources Damage (NRD) coverage and Transportation coverage. If this coverage is claims made, the policy must remain in full force through the entire Project as well as provide a five (5) year Discovery period. With respect to the policy required under this Paragraph 10(e), the following shall also apply:
  - 1. The deductible shall not be greater than \$50,000 per claim unless approved by the Grantor.
  - 2. The policy must be endorsed to name the Grantor must as an Additional Insured.

3. The coverage provided the Grantor as an Additional Insured, shall be primary and any insurance or self-insurance maintained by the Grantor shall be Excess and Non-Contributory.

All required insurance shall be in force the first day of the term of this Easement. All insurance companies must be satisfactory to Grantor, and the cost of all required insurance shall be borne by Grantee. Certificates in a form acceptable to Grantor evidencing the existence of the necessary insurance policies, and original endorsements effecting coverage required by this Paragraph 10, shall be kept on file with Grantor during the entire term of this Easement. Certificates for each insurance policy must be signed by a person authorized by that insurer to issue evidence of coverage on its behalf. Endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The Grantor reserves the right to require complete, certified copies of all required policies at any time.

All liability insurance policies shall name, or be endorsed to name Grantor and its officers, employees, and agents as additional insureds and protect Grantor 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, canceled, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail has been furnished to Grantor. Also, all insurance policies shall be endorsed to state that Grantee's insurance is primary and not excess or contributing to any insurance issued in the name of Grantor. And, all insurance companies must be satisfactory to Grantor.

Grantee waives any right of recovery against Grantor for any loss or damage to the extent that such loss or damage is to be covered by an insurance policy required by this Easement. Grantee shall obtain any special endorsements, if required by its insurer, whereby the insurer waives its rights of subrogation against Grantor.

Any deductibles or self-insured retentions must be declared and acceptable to Grantor.

Grantor shall retain the right at any time to review the coverage, form, and amount of the insurance required herein. If, in the opinion of Grantor, the insurance provisions in this Easement do not provide adequate protection for Grantor and/or members of the public, Grantor may require Grantee to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. Grantor's requirements shall be reasonable, but shall be designed to assure protection from and against the kind and extent of risk which exist at the time a change in insurance is required.

Grantor shall notify Grantee in writing of changes in the insurance requirements and, if Grantee does not deposit certificates evidencing acceptable insurance policies with Grantor incorporating such changes within sixty (60) days of receipt of such notice, this Easement shall be in default without further notice to Grantee, and Grantor shall be entitled to all legal remedies.

If during the Term of the Easement the insurance coverage required by this Section 10 is no longer available for purchase by Grantee, Grantor shall allow Grantee a commercially reasonable opportunity not to exceed 90 days to secure insurance coverage that is compliant and approved by Grantor in its reasonable discretion.

The procuring of such required policies of insurance shall not be construed to limit Grantee's liability hereunder, nor to fulfill the indemnification provisions and requirements of this Easement. Notwithstanding said policies of insurance, Grantee shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Easement, or with the use or occupancy of the Easement Area.

11. **Indemnification:** Grantee shall at all times indemnify, defend, and hold harmless Grantor and its directors, officers, members, managers, employees, and agents from and against any and all causes of action, claims, costs, demands, expenses, losses, damages, liabilities, penalties, and judgments (collectively "Claims") to the extent arising out of or related to (a) the acts or failure to act of Grantee, its contractors, subcontractors, officers, agents, representatives, invitees, licensees, and/or employees (collectively the "Grantee Parties") in connection with this Easement, (b) the use of the Easement by any of the Grantee Parties, and/or (c) the performance and/or management of any work or thing done by any of the Grantee Parties in or about the Easement Area. Notwithstanding the foregoing, Grantee's obligation to indemnify, defend, and hold harmless shall not apply to Claims to the extent arising from the negligence or willful misconduct of Grantor.
12. **Compliance with Laws:** Grantee, in connection with and/or related to its rights granted under this Easement and/or use of the Easement (including, but, not limited to, its obligation to maintain and repair the Facilities), shall comply with all laws, statutes, ordinances, regulations, and/or other governmental rules (including, but not limited to, those related to hazardous materials or environmental conditions), as well as any and all approvals issued in connection with the Project (as any of the same now exist or may hereafter be adopted or amended, collectively, "Laws"). Said Laws shall include, but are not limited to, those prescribed by the San Diego Unified Port District Act, the city in which the Premises are located, the Grantor, the State of California, and/or the federal government (including, but not limited to, those established by the United States Fish and Wildlife Service).

In connection with the foregoing, 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 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.

13. **Property Taxes:** This Easement may result in a taxable possessory interest subject to the payment of property taxes. Grantee agrees to timely pay all taxes and assessments assessed or levied upon Grantee for franchises, licenses or permits for Grantee's use or activities upon the Easement, if any.
14. **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

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

To Grantee

President  
Poseidon Resources (Channelside) LP  
5780 Fleet Street, Suite 140  
Carlsbad, CA 92008

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.

15. **Assignment - Subagreements:** Grantee shall not assign or transfer the Easement, enter into subagreements, 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.
16. **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.
17. **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 17 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.
18. **Remedies.** In the event of a breach or threatened breach by Grantee of any of the terms, covenants, obligations, restrictions or conditions of this Easement, Grantor shall be entitled to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.
19. **No Waiver.** No waiver of any default of any obligation by Grantee hereto shall be implied from any omission by Grantor to take any action by such default.
20. **Amendment:** This Easement may be amended or modified only by an instrument duly executed by the Grantor and consented to in writing by Grantee.
21. **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.



22. **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.
23. **Time is of the Essence:** Grantor and Grantee hereby agree that time is of the essence with respect to this Easement.
24. **Effectiveness:** It is an express condition of this Easement that the Easement shall not be complete or effective until signed by Grantor and Grantee.
25. **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.

[SIGNATURES ON FOLLOWING PAGE]

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

**SAN DIEGO UNIFIED PORT DISTRICT, a**  
public corporation

GENERAL COUNSEL:

By: \_\_\_\_\_  
Assistant/Deputy

By: \_\_\_\_\_  
Tony Gordon  
Director, Real Estate

**POSEIDON RESOURCES (CHANNELSIDE)**  
LP, a Delaware limited partnership

By: \_\_\_\_\_  
Signature

PRINT  
NAME: SACHIN CHAWLA

PRINT  
TITLE: PRESIDENT

## (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 June 2, 2022 before me, Douglas Desjardins Notary Public, personally appeared Sachin Chawla, 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 Douglas Desjardins (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 \_\_\_\_\_)

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"  
Legal Description

(See attached)

LEASE DESCRIPTION FOR

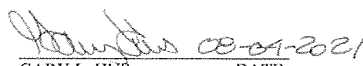
INLET CHANNEL OF POND NO. 15  
PARCEL / DRAWING NO 033-014  
Within Corporate Limits of Chula Vista

ALL THAT CERTAIN PORTION OF 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 (M.M.) 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:

COMMENCING AT A FOUND LEAD AND TAG STAMPED "HARBOR ENGINEER" IN GRANITE ROCK AS SHOWN ON R.O.S. NO. 9061, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY JUNE 10, 1982 THAT BEARS SOUTH 29°25'06" EAST 4726.47 FEET FROM A 3" DIAMETER BRASS DISC STAMPED S.D.U.P.D. NO. 52 AS SHOWN ON ROS NO. 17055; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID M.M. NO. 564 SOUTH 6°46'24" WEST (RECORD SOUTH 6°46'33" WEST) A DISTANCE OF 196.57 FEET (RECORD 197.27 FEET) TO A FOUND 3/4" IRON PIPE LOCATED AT THE SOUTHEAST CORNER OF PARCEL NO. 3 OF M.M. NO. 564; THENCE ALONG THE SOUTHERLY LINE OF M.M. NO. 564 SOUTH 72°10'45" WEST (RECORD SOUTH 72°10'54" WEST) A DISTANCE OF 422.49 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 30°28'45" WEST A DISTANCE OF 233.64 FEET; THENCE SOUTH 78°41'43" WEST A DISTANCE OF 168.22 FEET; THENCE SOUTH 3°28'37" EAST A DISTANCE OF 255.00 FEET TO SAID SOUTHERLY LINE OF M.M. NO. 564; THENCE BACK ALONG LAST-SAID SOUTHERLY LINE NORTH 72°10'45" EAST A DISTANCE OF 281.51 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1.22 ACRES OF TIDELANDS AREA.

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.

  
GARY L. HUS  
LS 7019

DATE



Exhibit "B"  
Legal Description

(See attached)

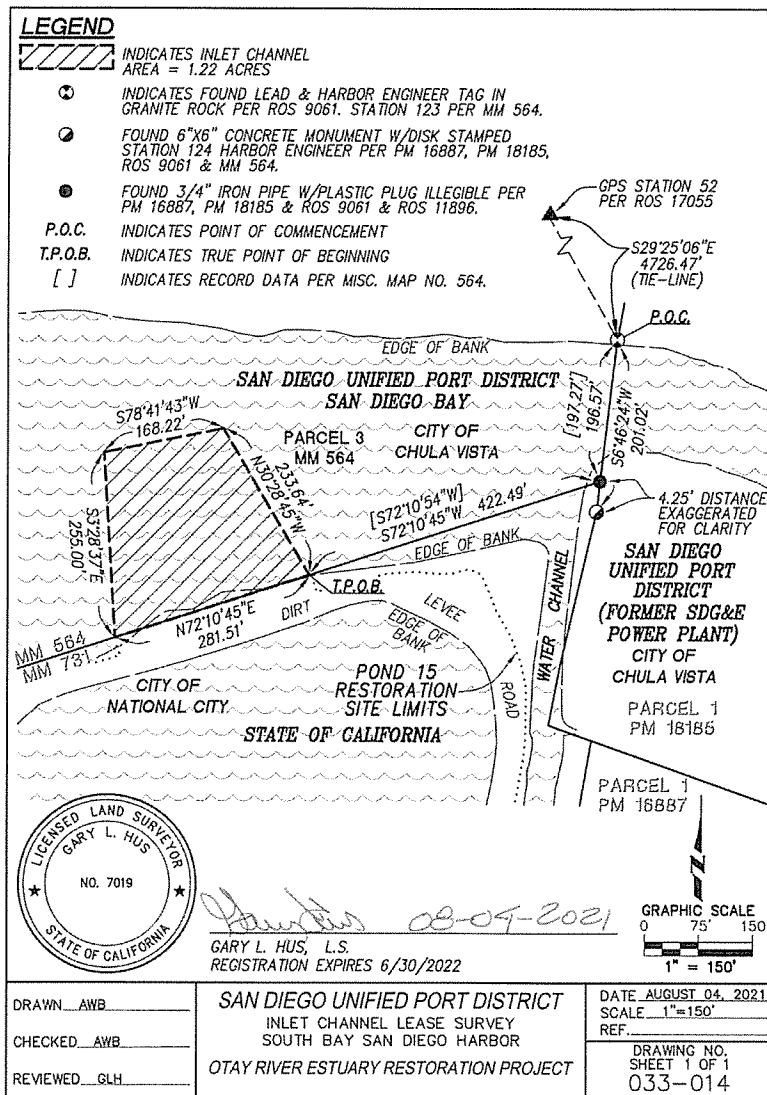




Exhibit "C"  
Depiction of Easement Area

