

Recording Requested by:  
City Dept. of Real Estate & Airport  
Management  
After recording mail to:

**THE CITY OF SAN DIEGO**  
**Attention: Director, Dept. Real**  
**Estate & Airport Management**  
**1200 Third Avenue, Suite 1700**  
**MS 51A**  
**San Diego, CA 92101-4199**

			PTN
--	--	--	-----

*SPACE ABOVE THIS LINE FOR RECORDER'S USE*

**NO DOCUMENTARY TAX DUE – R & T 11922 (amended) and Gov't Code 27383**  
**Presented for record by the CITY OF SAN DIEGO**

### **EASEMENT AND MAINTENANCE AGREEMENT**

SAN DIEGO UNIFIED PORT DISTRICT, a public corporation ("District"), for valuable consideration, the receipt of which is hereby acknowledged, grants to the CITY OF SAN DIEGO, a municipal corporation, its successors and assigns ("City") an easement ("Easement") for the purposes of operation, maintenance, repair, replacement, and inspection of a bicycle lane, curb return, and storm drain inlet ("Bayshore Bikeway"), as approved in writing by District.

The property for which this Easement is granted is located in the County of San Diego, State of California, and is described as follows:

Approximately 466 square feet of tideland area located in the City of San Diego, California, more particularly described and delineated on Exhibits "A" and "B" and by this reference made a part hereof ("Easement Area").

### **Recitals**

WHEREAS, on September 23, 2013, the San Diego Association of Governments ("SANDAG"), with the approval of the Regional Bike Plan Early Action Program, approved funding to complete the preliminary and environmental work, final design, and right-of-way acquisition phases for the Bayshore Bikeway and on June 28, 2019, approved funding to complete the construction phase for the Bayshore Bikeway;

WHEREAS, as part of this funding SANDAG assumed responsibility as lead agency for implementation of the Bayshore Bikeway;

WHEREAS, as part of project implementation, SANDAG will perform the design, environmental review, right-of-way acquisition, and construction of the Bayshore Bikeway in coordination with District and in accordance with the Cooperative Agreement between SANDAG and the City, SANDAG Document No. 5001195, filed August 17, 2009, in the Office of the San Diego City Clerk, and incorporated herein by reference;

WHEREAS, the District granted a Right of Entry and License Agreement to SANDAG for purposes of facilitating construction of the Bayshore Bikeway;

WHEREAS, City agrees to operate, maintain, repair, and replace and inspect the Bayshore Bikeway from and after completion of the construction and acceptance of same;

NOW THEREFORE, in consideration of the foregoing and the mutual understanding, agreement, and promises contained herein, the District and City ("Parties") hereby agree to the following:

1. District hereby grants City the right of ingress and egress to, from, and along said Easement Area via practical routes across the adjacent land of District; said routes to be determined by District. District further grants City the right, and the City accepts a continuing obligation, subject to the terms of this Easement, to operate, maintain, repair, replace, and inspect the facilities associated with the Bayshore Bikeway.
2. This Easement shall be for a term of sixty-six (66) years, commencing \_\_\_\_\_, 2022, and ending \_\_\_\_\_, 2088, unless sooner terminated as herein provided.
3. District expressly reserves the right to grant easements in, upon, over, and across the Easement Area for any purpose whatsoever not inconsistent or incompatible with the rights and privileges granted by this Easement. Nothing herein contained shall be construed as limiting the powers of District to convey, lease, or otherwise transfer or encumber the Easement Area for any purposes, subject to the rights and privileges granted herein. District shall provide City written notice of any other easements or property rights or interests it grants to third parties in relation to the Easement Area within thirty (30) days of the recording of the instrument conveying such easement or property rights or interests. Notwithstanding the foregoing, the City shall have no obligation to grantees of any such easement and shall have no obligation to perform maintenance, replacements, or repairs arising from grantees'

use of any such easement. The Easement shall be subject to all existing rights of leases and encumbrances, recorded and unrecorded, affecting said land.

4. City shall operate, maintain, repair, replace, and inspect the Bayshore Bikeway within the Easement Area ("City Maintenance and Repair Obligations"). City's Maintenance and Repair Obligations include any and all work, construction, or installations necessary to (1) ensure the Bayshore Bikeway remains accessible to the public; (2) abate all nuisances thereon; and (3) keep the Bayshore Bikeway in functioning and good working conditions for public use, including, but not limited to, any resurfacing, painting, repairs, patching, trash, and animal control. All work necessary to implement City Maintenance and Repair Obligations shall be the sole responsibility and cost of City.

If City fails to implement its City Maintenance and Repair Obligations, within thirty (30) days of receiving written notice from District, and absent any written extension or other agreement between City and District, District may, at its option, perform any City Maintenance and Repair Obligations. If District undertakes any City Maintenance and Repair Obligations, any costs associated with such City Maintenance and Repair Obligations shall be paid by City.

5. Any construction or installation of facilities or equipment that expands the scope of existing facilities or equipment or is otherwise not like-kind replacement of any facilities or equipment ("Major Work"), shall require the prior approval of District, not to be unreasonably withheld, delayed, and/or conditioned. City shall provide plans and specifications for any such Major Work to District for review and approval. Any subsequent reconstruction, repairs, replacements, changes, and/or upgrades that do not expand the scope of existing facilities or equipment and are like-kind replacement (collectively, "Minor Repairs") do not require prior written approval of District. However, City is required to provide notice to District, in writing, within thirty (30) days of any completed Minor Repairs, which notice shall include plans and specifications for the Minor Repairs. Minor Repairs shall be constructed in a good manner, consistent with industry standards, and shall conform to all applicable laws and regulations, and shall not interfere with or be inconsistent with the terms of this Easement. District shall have the authority to inspect the Minor Repairs to ensure compliance with the terms of this Easement. City shall take any corrective action to conform the Minor Repairs to applicable laws and regulations and/or this Easement, as may be required by District.

To the extent emergency Major Work is required, which includes Major Work 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 (collectively, "Emergency Work"), City shall immediately commence Emergency Work, if feasible, and complete such work in a timely fashion. City shall provide notice to District, in writing, within five (5) days of commencing any Emergency Work, and District shall have the right to inspect and approve the completed Emergency Work, which such approval may require alteration, reconstruction, removal, or revision of any such Emergency Work, if such work is found to be inconsistent with applicable laws and regulations, industry standards, or the terms of this Easement.

6. If City disturbs the surface of the Easement Area during the maintenance and/or repair of facilities associated with the Bayshore Bikeway, City shall do so in such a manner as will cause the least injury to the surface of the ground and any improvements thereon. City shall restore the ground and any improvements thereon to substantially the same conditions as existed immediately prior to any such disturbance.
7. District retains the right to construct, reconstruct, and maintain structures, including but not limited to, fences, sidewalks, curbs, gutters, and street and parking lot surfaces or other surfaces that require excavation and grading within said Easement Area to the extent such structures and improvements do not substantively restrict the operation of the Bayshore Bikeway or the implementation of this Easement. District will provide notice to City, in writing, a minimum of ten (10) days before entering onto the Easement Area to construct, reconstruct or maintain any structures. Such construction, reconstruction, and maintenance undertaken by District shall be at District's sole cost and expense and shall be completed within a reasonable amount of time consistent with industry standards.
8. This Easement may result in a taxable possessory interest subject to the payment of property taxes. City agrees to and shall pay before delinquency all taxes and assessments of any kind assessed or levied upon City for franchises, licenses, or permits for any use or activities of City upon said Easement Area.
9. Any and all facilities, structures, installations, or improvements of any kind (collectively, "Bikeway Improvements") (1) existing in, on, or under the Easement Area as of the effective date of this Easement or (2) placed in, on, or under said Easement Area by City after the effective date of this Easement shall, at the option of District, be removed by City within sixty (60) days after the expiration of the term of this Easement or sooner termination thereof. District may exercise said option as to any or all of the Bikeway Improvements, either before or after the expiration or sooner termination of this Easement. If District exercises said option, it must provide City written notice of such exercise. If after receipt of such written notice, City fails to remove said Bikeway Improvements within said one hundred eighty

(180) days, and absent any written extension or other agreement between City and District, District shall have the right to have said Bikeway Improvements removed at the expense of City. As to any or all Bikeway Improvements that District does not exercise said option for removal, title thereto shall vest in District.

10. If District and City mutually agree that the Easement is no longer necessary for operation and maintenance of the Bayshore Bikeway, which agreement must be in writing, either party may terminate this Easement by giving one hundred and eighty (180) days written notice to the other party. The Parties shall cooperate in the execution and recording of any documents necessary to terminate the Easement. In the event of such termination, all of City's rights and obligations herein shall automatically revert to District, its successors or assigns, without the necessity of reentry or notice. Upon termination of the Easement, City shall leave the Easement Area in good repair.
11. City shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless District, its officers, employees, and agents ("District Parties") for any and all liability, claims, judgments, or demands arising directly or indirectly out of City's performance of or failure to perform its obligations under this Easement, particularly the City Maintenance and Repair Obligations, except claims or litigation arising directly or indirectly out of (1) District's active negligence or willful misconduct or (2) the sole negligence or willful misconduct of third parties not acting on behalf of or at the direction of City. It is the intent of this Paragraph that City indemnify and hold harmless District for City's actions or omissions, or City's breach of or failure to comply with City's contractual obligations to third parties, except as limited herein. This indemnity obligation shall apply for the entire time that any third party is legally permitted by law to make a claim against or sue District for liabilities arising out of City's performance of or failure to perform its obligations under this Easement, particularly the City Maintenance and Repair Obligations.
12. City may self-insure the risks required to be insured against in Section 12 subject to submitting a letter of self-insurance that is satisfactory to the Grantee. City shall maintain "OCCURRENCE" form Commercial General Liability Insurance covering the easement area and operations in the amount of not less than One Million Dollars (\$1,000,000) 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 City, 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.

All required insurance shall be in force the first day of the term of this easement. All insurance companies must be satisfactory to District, and the cost of all required insurance shall be borne by City.

All liability policies shall provide cross-liability coverage. Also, all insurance policies shall be endorsed to state that City's insurance is primary and not excess or contributing to any insurance issued in the name of District. And, all insurance companies must be satisfactory to District.

The City shall have the right to self-insure with respect to any of the insurance required to be carried by the City under section 12. The City governs and manages its self-insurance program and maintains sufficient reserves on its balance sheet committed to its self-insurance program liabilities in a manner consistent with comparable programs managed by cities of comparable size and population.

District shall retain the right at any time to review the coverage, form, and amount of the insurance required herein. If, in the opinion of District, the insurance provisions in this easement do not provide adequate protection for District and/or members of the public, District may require City to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. District'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.

District shall notify City in writing of changes in the insurance requirements and, if City does not deposit a letter of self-insurance evidencing acceptable insurance coverage with District incorporating such changes within sixty (60) days of receipt of such notice, this easement shall be in default without further notice to City, and District shall be entitled to all legal remedies.

The procuring of such required policies of insurance shall not be construed to limit City's liability hereunder, nor to fulfill the indemnification provisions and requirements of this easement. Notwithstanding said policies of insurance, City 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.

13. Compliance with Prevailing Wage Laws. City acknowledges and agrees that: (1) it is the sole and exclusive responsibility of City, and not District, to ensure that all persons and/or entities who provide any labor, services, and/or equipment on behalf of, or at the direction of City in connection with City Maintenance and Repair Obligations as defined in Section 4 above, in or under the Easement Area, shall

comply with the requirements of California's prevailing wages laws (the "PWL"); and (2) it is the sole and exclusive responsibility of City, and not District, to determine whether such construction or work of improvement is subject to the PWL by obtaining a determination by means that do not involve District. If such construction or work of improvement is determined to be subject to the PWL, City 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. 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 District and City.
15. Any notice or notices provided for by this easement or by law to be given or served upon City may be given or served by certified or registered letter addressed to City at Real Estate Assets Department, 1200 3<sup>rd</sup> Avenue, Suite 1700, San Diego, California 92101, and deposited in the United States mail; and that any notice or notices provided for by this easement or by law to be served upon District may be given or served by certified or registered letter addressed to Executive Director of District at the Administrative Offices of the San Diego Unified Port District, Post Office Box 120488, San Diego, California 92112-0488, and deposited in the United States mail, or may be served personally upon said Executive Director or his duly authorized representative; and that any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the parties so served.
16. It is an express condition of this Easement that the Easement shall not be complete nor effective until signed by both Parties. The Parties shall cooperate in the execution and recording of any and all documents necessary to effectuate the Easement.
17. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same instrument.

**(SIGNATURE PAGE FOLLOWS)**

APPROVED AS TO FORM AND LEGALITY  
GENERAL COUNSEL

**SAN DIEGO UNIFIED PORT DISTRICT**

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

By: \_\_\_\_\_  
Name  
Director, Real Estate

This is to certify that the interest in the real property Conveyed by this instrument to the City of San Diego, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of San Diego pursuant to authority conferred by Resolution No. 250320, adopted by the Council of the City of San Diego on October 1, 1979, and City Consents to recordation thereof by its duly Authorized officer.

By \_\_\_\_\_  
Penny Maus, Director  
Department of Real Estate and  
Airport Management

Dated \_\_\_\_\_

Attachments:  
Legal Description  
Parcel Map

APPROVED AS TO FORM this \_\_\_\_ day  
of \_\_\_\_\_, 2022.

MARA W. ELLIOTT, City Attorney

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

Name: Julie G. Inman

Title: Deputy City Attorney



(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"**  
**LEGAL DESCRIPTION**  
**PUBLIC STREET EASEMENT**

THAT PORTION OF THE TIDE SUBMERGED OR FILLED LANDS OF THE BAY OF SAN DIEGO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, BEING A PORTION OF THOSE LANDS CONVEYED TO THE CITY OF SAN DIEGO, BY THE STATE OF CALIFORNIA, UNDER THE PROVISIONS OF THAT CERTAIN ACT OF THE LEGISLATURE OF THE STATE OF CALIFORNIA, APPROVED MAY 1, 1911 AS SUBSEQUENTLY AMENDED AND LYING WITHIN THE FOLLOWING DESCRIBED LAND:

ALL THAT PORTION OF THE LAND CONVEYED TO THE SAN DIEGO UNIFIED PORT DISTRICT BY THAT CERTAIN ACT OF THE LEGISLATURE OF THE STATE OF CALIFORNIA PURSUANT TO CHAPTER 67, STATUTES OF 1962, FIRST EXTRAORDINARY SESSION, AS AMENDED, AND DELINEATED ON THAT CERTAIN MISCELLANEOUS MAP NO. 564, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON MAY 28, 1976 AS FILE NO. 1976-164686 OF OFFICIAL RECORDS, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A"

BEGINNING AT AN ANGLE POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF HARBOR DRIVE AS SHOWN ON CALTRANS RIGHT-OF-WAY MAP LO SD-9 ON FILE AT CALTRANS DISTRICT 11 OFFICE AND ON RECORD OF SURVEY MAP NO. 22504 FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON NOVEMBER 10, 2016 AS FILE NO. 2016-7000477 OF OFFICIAL RECORDS, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 80°55'18" EAST (SOUTH 80°55'18" EAST PER SAID RECORD OF SURVEY NO. 22504) 39.69 FEET TO THE **TRUE POINT OF BEGINNING**;

1. THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 80°55'18" EAST 20.00 FEET;
2. THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE NORTH 9°03'18" EAST 6.95 FEET;
3. THENCE NORTH 80°56'42" WEST 20.00 FEET;
4. THENCE SOUTH 9°03'18" WEST 6.94 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 139 SQUARE FEET, MORE OR LESS.

PARCEL "B"

BEGINNING AT SAID ANGLE POINT; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AS SHOWN ON LO SD-9 AND SAID RECORD OF SURVEY NO. 22504 SOUTH 80°55'18" EAST (SOUTH 80°55'18" EAST PER SAID RECORD OF SURVEY NO. 22504) 230.52 FEET TO THE BEGINNING OF A NON-TANGENT 2819.93-FOOT RADIUS CURVE CONCAVE SOUTHERLY AS SHOWN ON SAID CALTRANS RIGHT-OF-WAY MAP LO SD-9 AND RECORD OF SURVEY MAP NO. 22360 FILED IN THE

OFFICE OF THE SAN DIEGO COUNTY RECORDER ON MAY 27, 2016 AS FILE NO. 2016-7000215 OF OFFICIAL RECORDS, A RADIAL LINE TO SAID POINT BEARS NORTH 9°03'39" EAST; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 9°07'09" A DISTANCE OF 448.82 FEET TO THE **TRUE POINT OF BEGINNING**;

1. THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE NORTH 18°35'21" EAST 6.55 FEET;
2. THENCE SOUTH 71°24'39" EAST 23.39 FEET TO THE BEGINNING OF A NON-TANGENT 22.00-FOOT RADIUS CURVE CONCAVE NORTHERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 14°09'56" WEST;
3. THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°45'23" A DISTANCE OF 21.02 FEET TO THE WESTERLY LINE OF 28<sup>TH</sup> STREET, BEING A 126-FOOT WIDE STREET EASEMENT RECORDED FEBRUARY 15, 1963 AT FILE/PAGE NO. 28389 OF OFFICIAL RECORDS;
4. THENCE ALONG SAID WESTERLY LINE SOUTH 0°03'01" EAST 11.32 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE AS SHOWN ON LO SD-9 AND SAID RECORD OF SURVEY MAP NO. 22360, SAID POINT BEING THE BEGINNING OF A NON-TANGENT 28.50-FOOT RADIUS CURVE CONCAVE NORTHERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 20°36'48" EAST;
5. THENCE, LEAVING SAID WESTERLY LINE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF HARBOR DRIVE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°19'28" A DISTANCE OF 19.56 FEET TO THE BEGINNING OF A 2819.93-FOOT RADIUS REVERSE CURVE;
6. THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°31'52" A DISTANCE OF 26.13 FEET TO THE **TRUE POINT OF BEGINNING**.

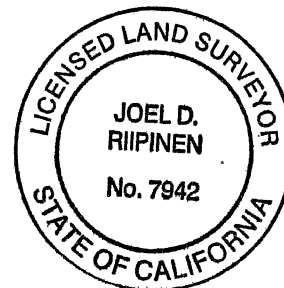
CONTAINING 327 SQUARE FEET, MORE OR LESS.

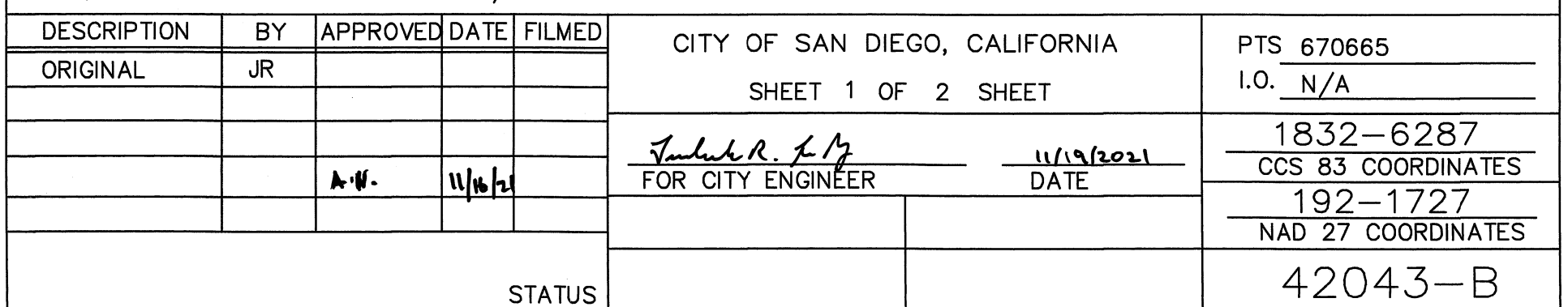
PARCEL A AND B COMBINED AREA = 466 SQUARE FEET, MORE OR LESS.

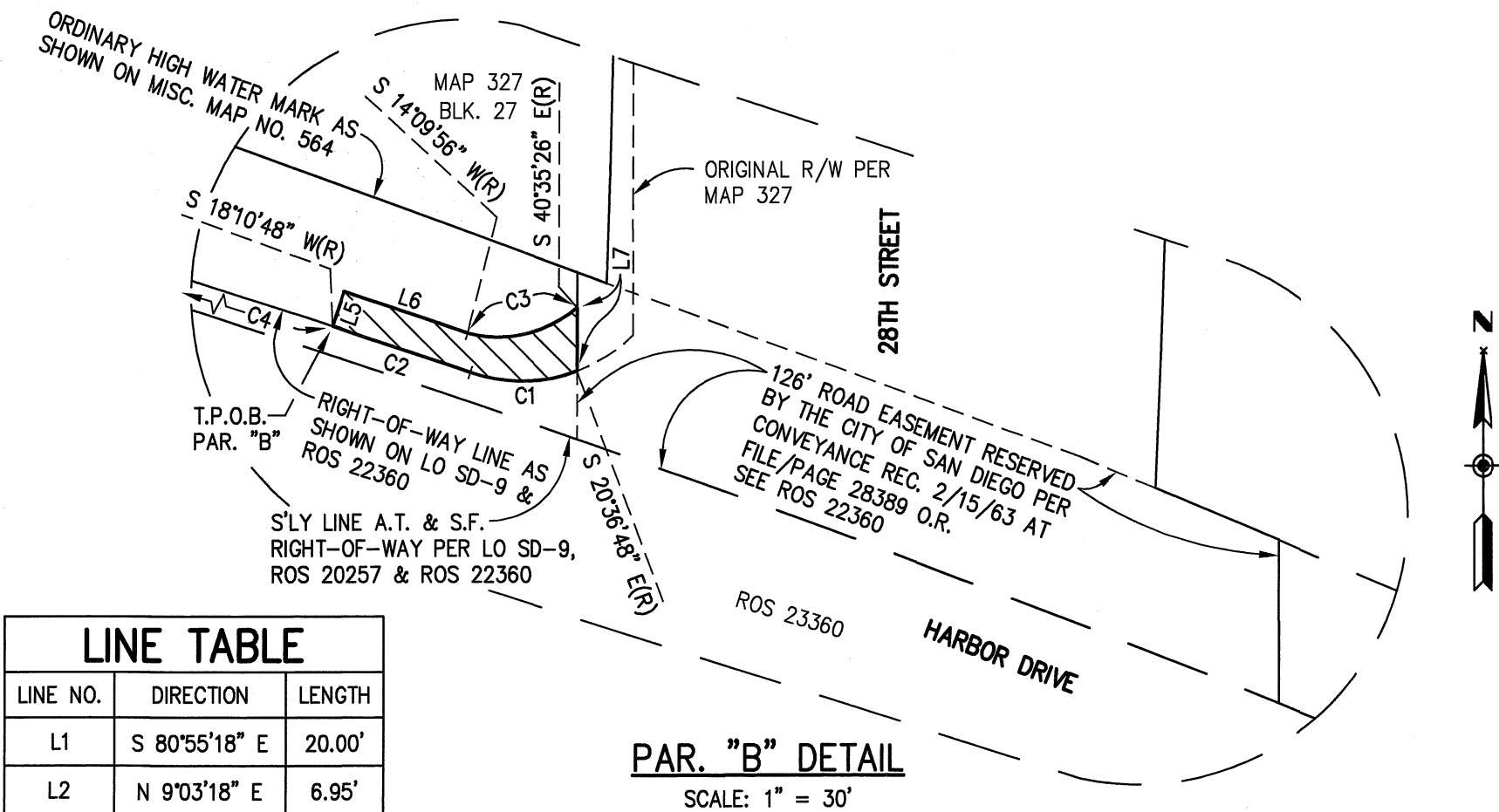
ATTACHED HERETO IS DRAWING NO. 42043-B, LABELED EXHIBIT "B", AND BY THIS REFERENCE MADE PART HEREOF.

  
JOEL D. RIIPINEN LS 7942

6/29/21

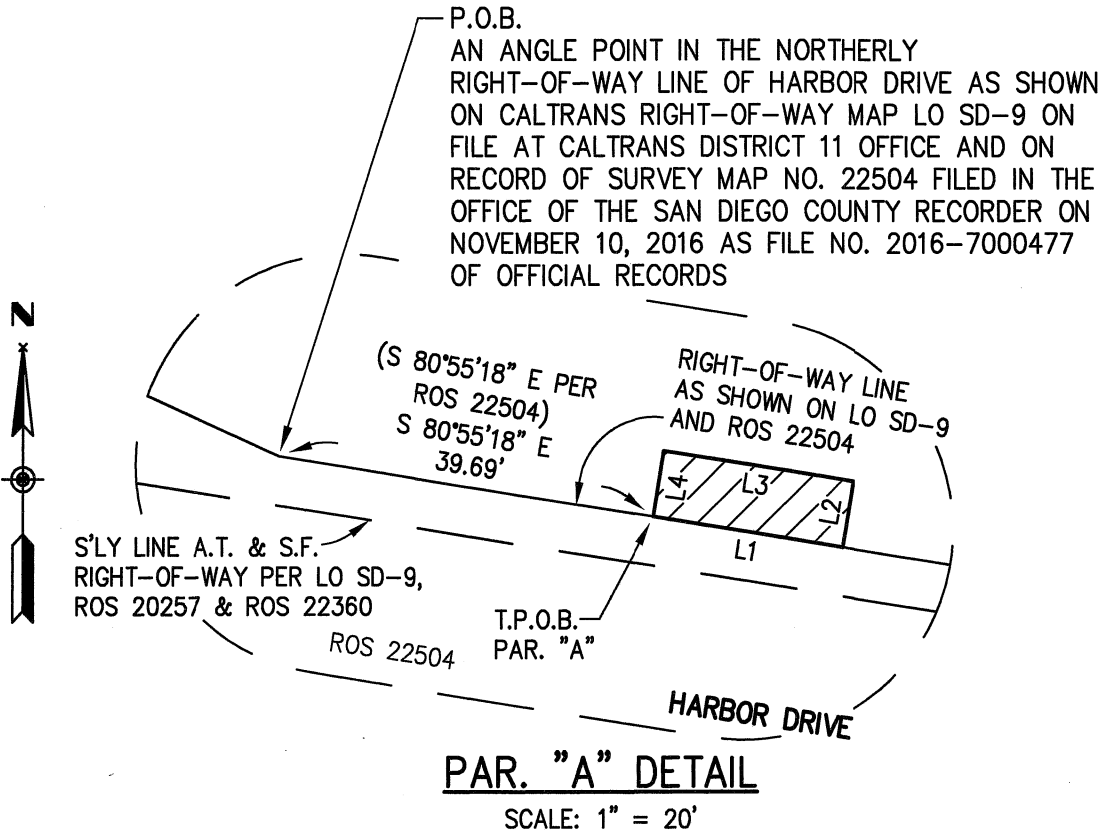






LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S 80°55'18" E	20.00'
L2	N 9°03'18" E	6.95'
L3	N 80°56'42" W	20.00'
L4	S 9°03'18" W	6.94'
L5	N 18°35'21" E	6.55'
L6	S 71°24'39" E	23.39'
L7	S 0°03'01" E	11.32'

CURVE TABLE			
CURVE NO.	DELTA	RADIUS	LENGTH
C1	39°19'28"	28.50'	19.56'
C2	0°31'52"	2819.93'	26.13'
C3	54°45'23"	22.00'	21.02'
C4	9°07'09"	2819.93'	448.82'



AGUIRRE & ASSOCIATES  
8363 CENTER DRIVE, SUITE 5A  
LA MESA CA 91942 (619) 464-6978

*Joel D. Riipinen* 6/29/21

JOEL D. RIIPINEN L.S. 7942 DATE



DOCUMENT No. \_\_\_\_\_

RECORDED \_\_\_\_\_

PUBLIC STREET EASEMENT

PARCEL 1-A CONVEYED TO SAN DIEGO UNIFIED PORT DISTRICT FROM THE CITY OF SAN DIEGO PER SERIES 4 BOOK 1963 FILE/PAGE 28389

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA		PTS 670665
ORIGINAL	JR				SHEET 2 OF 2 SHEET		I.O. N/A
					<i>Joel D. Riipinen</i>		1832-6287
					FOR CITY ENGINEER		CCS 83 COORDINATES
					11/19/2021		192-1727
					DATE		NAD 27 COORDINATES
STATUS							42043-B