

Recording Requested by  
San Diego Gas & Electric Company

When recorded, mail to:

San Diego Gas & Electric Company  
8690 Balboa Avenue  
San Diego, CA 92123-1569  
Attn: Real Estate Records – CPA01

SPACE ABOVE FOR RECORDER'S USE

Project No.: 3-349697  
Notif. No.: 3-349675  
A.P.N.: 760-048-17  
SR No.: 466794

Transfer Tax None

SAN DIEGO GAS & ELECTRIC COMPANY

**RW 372718**

EASEMENT

MARINE GROUP BOAT WORKS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (Grantor), grants to SAN DIEGO GAS & ELECTRIC COMPANY, a corporation (Grantee), an easement (Easement) and right of way in, upon, over, under and across the lands hereinafter described, to erect, construct, change the size of, improve, reconstruct, relocate, repair, maintain and use facilities consisting of (collectively, "Facilities")

1. Underground facilities, together with aboveground structures consisting of, but not limited to, pad-mounted electrical equipment, and vehicle charging stations, and appurtenances for the transmission and distribution of electricity to the Facilities.
2. Communication facilities and appurtenances, which can include Supervisory Control and Data Acquisition, used solely and exclusively for SDG&E internal communications and purposes.

The Facilities will be installed at such locations and elevations upon, along, over and under the hereinafter described Easement as Grantee may now or hereafter deem convenient or necessary and constructed in accordance with plans and specifications approved by the San Diego Unified Port District ("District") pursuant to the District Conditional Project Approval for District Project No. \_\_\_\_\_. Grantee also has the right of ingress and egress, to, from and along this Easement in, upon, over and across the hereinafter described lands. Grantee further has the right, but not the duty to clear and keep this Easement clear from explosives, buildings, structures and materials. Grantee shall not grant to third parties any right to attach or install telecommunications, wireless or other communication facilities within the Easement granted hereby.

In making any excavations pursuant to the rights granted under and/or obligations imposed by this Easement, Grantee shall make the excavation in a manner designed to cause the least injury to 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 practicable to do so.

The property in which this Easement and right of way is hereby granted is situated in the County of San Diego, State of California described as follows (the "Property"):

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 the Certain Miscellaneous Map No. 564, filed May 28, 1976 at File No. 76-164686 in the Office of the County Recorder of said County of San Diego.

The Easement in the aforesaid lands shall be more particularly described on Exhibit "A", consisting of two (2) sheets, and shown and delineated on Exhibit "B", consisting of three (3) sheets, attached hereto and made a part hereof.

The term of the Easement shall be for a period of Ten (10) years commencing on \_\_\_\_\_, 2022 and ending, on \_\_\_\_\_, 2032 ("Term"), unless sooner terminated as herein provided.

In order to provide adequate working space for Grantee, Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed any building or other structure, park any vehicle, deposit any materials, plant any trees and/or shrubs or change ground elevation within eight (8) feet of the front of the door or hinged opening of any above ground facility installed within this Easement.

Upon the expiration or earlier termination of this Easement, Grantee will (i) remove the Facilities from the Easement within a reasonable period of time, and (ii) upon Grantor's or District's request, furnish Grantor a good and sufficient quitclaim of the Easement; provided, that Grantee shall have such time as is necessary to obtain any and all agency or jurisdictional requirements and approvals necessary for such removal and quitclaim, including but not limited to any approval from the California Public Utilities Commission as may be required, and Grantee shall diligently pursue fulfilling such requirements and obtaining such approvals.

Grantor represents and warrants to Grantee that Grantor's rights to the Property subject to this Easement are pursuant to that certain Amended, Restated and Combined Lease with District, which Amended, Restated and Combined Lease is on file in the Office of the District Clerk bearing District Document Number 54509 filed on February 13, 2009 (as amended or otherwise, modified, the "Ground Lease"). Grantor represents and warrants to Grantee that Grantor is authorized to execute and deliver this Easement to Grantee and that no other deliveries are required for conveyance of the Easement and right of way hereunder. Grantor and Grantee both acknowledge and agree that notwithstanding anything to the contrary stated or implied in this Easement, this Easement shall at all times be subject and subordinate, in all respects, to the Ground Lease. Subject to Grantee's removal obligations set forth in this Easement, this Easement shall automatically terminate upon the earlier to occur: (1) expiration of the Term, or (2) the expiration or the earlier termination of the Ground Lease; provided that Grantee shall have the right to access to the Property for purpose of removing the Facilities for a reasonable period of time after expiration of the Term or the earlier termination of the Ground Lease. Grantor and Grantee understand and agree that District will not incur any liability arising out of or relating to this Easement and Grantor and Grantee each, jointly and severally, hereby releases and agrees to indemnify, defend, and hold District harmless from and against any and all loss, damage or expense arising out of, or relating to, this Easement excluding any loss, damage or expense to the extent resulting from the negligence or intentional acts of the District. Grantor and Grantee further acknowledge that nothing contained in this Easement shall in any way amend or modify the rights and obligations of Grantor and/or District under, nor be used in the

interpretation of any provision of, the Ground Lease. Nothing contained herein shall be construed to impose upon Grantee any obligations or duties of Grantor under the Ground Lease. The provisions of this Paragraph shall survive the expiration or earlier termination of this Easement subject to any applicable statute of limitation.

Grantor grants to Grantee the right to erect and maintain on Grantor's property immediately adjacent to this Easement retaining walls and/or protective barricades as may be necessary for Grantee's purposes.

Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed, any building or other structure, plant any tree, drill or dig any well, within this Easement. Notwithstanding the foregoing, Grantor retains the right to construct, reconstruct and maintain above ground improvements that do not interfere with the safe operation of the Facilities or cause damage to the Facilities, including, but not limited to, fences, landscaping with shallow roots (e.g., grass) sidewalks, curbs, gutters, and street or parking lot surfaces or other surfaces; provided that Grantor shall not commence to install, construct or grade unless and until Grantee shall first have reviewed and approved of Grantor's detailed construction plans (such approval not to be unreasonably withheld, conditioned, or delayed), whereby Grantee shall have the right to require modifications or changes to such plans as necessary, in Grantee's reasonable discretion, to ensure safe operations of the Facilities, compliance with all applicable government regulations including without limitation pertinent General Orders of the CPUC, unimpeded access to the Facilities at all times and avoidance of other encumbrances upon Grantee's rights under this Easement. The foregoing shall be subject at all times to any regulatory approvals required at the time of review.

Grantor shall not increase or decrease the ground surface elevations within this Easement after installation of the Facilities, without prior written consent of Grantee, which consent shall not unreasonably be withheld.

Grantee shall have the right but not the duty, to trim or remove trees and brush along or adjacent to this Easement and remove roots from within this Easement whenever Grantee deems it necessary. Said right shall not relieve Grantor of the duty as owner to trim or remove trees and brush to prevent danger or hazard to property or persons.

**CONDUITS CARRY HIGH VOLTAGE ELECTRICAL CONDUCTORS**, therefore Grantor shall not make or allow any excavation or fill to be made within this Easement **WITHOUT FIRST NOTIFYING SAN DIEGO GAS & ELECTRIC COMPANY BY CALLING (619) 696-2000, and OBTAINING PERMISSION.**

The legal description for this Easement was prepared by San Diego Gas & Electric Company pursuant to Section 8730 of the Business and Professions Code, State of California.

Subject to the terms and conditions provided herein, this Easement shall be binding upon and inure to the benefit of successors, heirs, executors, administrators, permittees, licensees, agents or assigns of Grantor and Grantee.

IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

MARINE GROUP BOAT WORKS, LLC,  
A CALIFORNIA LIMITED LIABILITY COMPANY

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

Name: \_\_\_\_\_  
PRINT NAME

Title: \_\_\_\_\_

SAN DIEGO GAS & ELECTRIC COMPANY,  
A CALIFORNIA CORPORATION

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

Name: \_\_\_\_\_  
PRINT NAME

Title: \_\_\_\_\_

Drawn: BCorbilla  
Checked: *LFQ*  
Date: 09/08/2021 (REV) 4/12/2022  
Site No: MD200072  
Site Name: Marine Group Boat Works

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.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me \_\_\_\_\_,  
(name, title of officer)

personally appeared \_\_\_\_\_,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are 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 of Notary Public)

(Notary Seal)

## CONSENT AND ACKNOWLEDGMENT

SAN DIEGO UNIFIED PORT DISTRICT, a public corporation ("District"), is the underlying fee owner in trust of the above described Property and hereby (a) agrees to the recordation of the Easement in the Official Records of the County of San Diego to which this Consent and Acknowledgment is attached, and (b) acknowledges the terms and conditions contained in the Easement with the understanding that District will not incur any liability arising out of or relating to this Easement except to the extent resulting from the negligence or intentional acts of the District, and (c) acknowledges and agrees that MARINE GROUP BOAT WORKS, LLC, a California limited liability company, as Grantor, has the authority to grant the Easement and rights stated therein to SAN DIEGO GAS & ELECTRIC COMPANY, as Grantee, including the right of Grantee to access the Property for the purpose of removing its facilities following any early termination of the Easement.

SAN DIEGO UNIFIED PORT DISTRICT

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

Its: \_\_\_\_\_

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.

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me \_\_\_\_\_,  
(name, title of officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are 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 of Notary Public)

(Notary Seal)

**EXHIBIT "A"****Legal Description**

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 THE CERTAIN MISCELLANEOUS MAP NO. 564, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON MAY 28, 1976, FILE NO. 76-164686, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, BEING A VARYING WIDTH EASEMENT, THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE POINT OF INTERSECTION OF THE ORDINARY HIGH WATER MARK FOR THE BAY OF SAN DIEGO AS SAID ORDINARY HIGH WATER MARK AS DELINEATED ON MISCELLANEOUS MAP NO. 217, FILED SEPTEMBER 25, 1950 IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, WITH THE CENTERLINE OF "G" STREET, AS SAID "G" STREET WAS DEDICATED AND ESTABLISHED AS AND FOR A PUBLIC STREET BY THE CITY OF CHULA VISTA COUNCIL RESOLUTION NO. 4205, DATED OCTOBER 04, 1966, (SAN DIEGO UNIFIED PORT DISTRICT DOCUMENT NO. 2249, DATED OCTOBER 14, 1966), SAID POINT OF INTERSECTION LIES SOUTH  $58^{\circ}28'01''$  EAST A DISTANCE OF 78.65 FEET FROM MONUMENT STATION NO. 107 ON SAID ORDINARY HIGH WATER MARK; THENCE ALONG THE CENTERLINE OF "G" STREET SOUTH  $72^{\circ}12'00''$  WEST A DISTANCE OF 1440.10 FEET; THENCE LEAVING SAID CENTERLINE OF "G" STREET NORTH  $17^{\circ}48'00''$  WEST A DISTANCE OF 31.00 FEET TO A POINT ON THE SOUTHERLY LEASE LINE OF PARCEL 1 OF SAN DIEGO UNIFIED PORT DISTRICT DOCUMENT NO. 64198 FILED IN DECEMBER 02, 2015 IN THE OFFICE OF THE DISTRICT CLERK, SAID POINT ALSO BEING THE MOST SOUTHEASTERLY CORNER OF THAT 10.00 FOOT WIDE EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER DOCUMENT NO. 1991-0571303, RECORDED NOVEMBER 5, 1991 OF OFFICIAL RECORDS; THENCE LEAVING SAID SOUTHERLY LEASE LINE AND ALONG THE EASTERLY SIDELINE OF SAID 10.00 FOOT WIDE SAN DIEGO GAS & ELECTRIC COMPANY EASEMENT NORTH  $17^{\circ}48'00''$  WEST A DISTANCE OF 1.00 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE PARALLEL TO SAID SOUTHERLY LEASE LINE NORTH  $72^{\circ}12'00''$  EAST A DISTANCE OF 3.80 FEET TO THE BEGINNING OF A 3.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $90^{\circ}07'58''$  AN ARC DISTANCE OF 4.72 FEET; THENCE NORTH  $17^{\circ}55'58''$  WEST A DISTANCE OF 9.94 FEET TO A POINT DESIGNATED AS **POINT "A"**; THENCE CONTINUING ALONG SAID BEARING NORTH  $17^{\circ}55'58''$  WEST A DISTANCE



OF 7.67 FEET TO A POINT DESIGNATED AS **POINT "B"**; THENCE CONTINUING ALONG SAID BEARING NORTH 17°55'58" WEST A DISTANCE OF 1.88 FEET; THENCE NORTH 1°35'24" WEST A DISTANCE OF 69.73 FEET TO THE BEGINNING OF A 3.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 71°35'00" AN ARC DISTANCE OF 3.75 FEET; THENCE NORTH 69°59'36" EAST A DISTANCE OF 18.65 FEET TO A POINT DESIGNATED AS **POINT "C"**; THENCE NORTH 71°34'50" EAST A DISTANCE OF 25.09 FEET TO THE **POINT OF TERMINUS**.


SAID EASEMENT BEING A 6.00 FOOT WIDE STRIP OF LAND LYING 3.00 FEET ON EACH SIDE, MEASURED AT RIGHT ANGLES, BETWEEN THE **TRUE POINT OF BEGINNING** AND **POINT 'A'**; A 12.50 FOOT WIDE STRIP OF LAND LYING 6.25 FEET ON EACH SIDE, MEASURED AT RIGHT ANGLES, BETWEEN **POINT 'A'** AND **POINT 'B'**; A 6.00 FOOT WIDE STRIP OF LAND LYING 3.00 FEET ON EACH SIDE, MEASURED AT RIGHT ANGLES, BETWEEN THE **POINT 'B'** AND **POINT 'C'**; AND AN 8.00 FOOT WIDE STRIP OF LAND LYING 4.00 FEET ON EACH SIDE, MEASURED AT RIGHT ANGLES, BETWEEN **POINT 'C'** AND THE **POINT OF TERMINUS**.

THE SIDELINES OF THE ABOVE DESCRIBED STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE IN THE SOUTH ON SAID SOUTHERLY LEASE LINE OF PARCEL 1 AND THE EASTERLY SIDELINE OF SAID 10.00 FOOT WIDE SAN DIEGO GAS & ELECTRIC COMPANY EASEMENT, AND TO TERMINATE IN THE NORTH ON A LINE RUNNING THROUGH SAID POINT OF TERMINUS AT RIGHT ANGLES TO LAST SAID COURSE.

EXCEPTING THEREFROM THAT PORTION LYING SOUTHERLY OF THE MOST SOUTHERLY LINE OF SAID LEASE PARCEL 1 OF SAN DIEGO UNIFIED PORT DISTRICT DOCUMENT NO. 64198 FILED IN DECEMBER 02, 2015 IN THE OFFICE OF THE DISTRICT CLERK.

SAID EASEMENT CONTAINS 958 SQUARE FEET, MORE OR LESS.

ATTACHED HERETO IS A DRAWING WITH SURVEY REQUEST ID NO. 466794 AND SURVEY ID NO. 18101 LABELED EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

 12-20-2021  
 SEAN C. SQUIRE DATE  
 LS 9601





**LEGEND**

- [A]  $\oslash$  6' WIDE EASEMENT TO SDG&E PER  
DOC. NO. 1991-0571303, REC. 11/05/1991, O.R.
- [B]  $\oslash$  10' WIDE EASEMENT TO SDG&E PER  
DOC. NO. 1991-0571303, REC. 11/05/1991, O.R.
- [C] DEDICATED PUBLIC STREET RIGHT OF WAY BY CITY  
OF CHULA VISTA, COUNCIL RESOLUTION NO. 4205,  
DATED 10/04/1966 (SDUPD DOC. NO. 2249,  
DATED 10/14/1966)



SEAN C. SQUIRE, L.S. 9601

DATE

OHWM ORDINARY HIGH WATER MARK

POC POINT OF COMMENCEMENT

TPOB TRUE POINT OF BEGINNING

POT POINT OF TERMINUS

- ANGLE POINT OR  
POINT OF INTEREST

**GRAPHIC SCALE**

1 INCH = 150 FEET

TIDELANDS

**MARINE GROUP BOAT WORKS  
PARCEL 1**

(DWG NO. 031-001)

SDUPD DOC. NO. 64198 FILED 12/02/2015

PARCEL 2  
DISTRICT

SEE SHEET 2

 $\oslash$  EASEMENT

TPOB

QUAY  
AVENUE

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S58°28'01"E	78.65'
L2	N17°48'00"W	32.00'

G STREET  
S72°12'00"W

AREA 'C'

AREA 'D'  
MM NO. 564  
MM NO. 217OHWM  
STA. 106OHWM  
STA. 107POC  
INTERSECTION  
OF OHWM  
&  $\oslash$  OF G  
STREETSANDPIPER  
WAY

OH ELEC

**PERMANENT  
EASEMENT****EXHIBIT "B"****SAN DIEGO GAS & ELECTRIC**

SAN DIEGO, CALIFORNIA

**MARINE GROUP BOAT WORKS**

997 G STREET

CHULA VISTA, CA 91910

SAN DIEGO UNIFIED PORT DISTRICT

SERVICE REQUEST:

466794

SURVEY ID:

18101

SURVEYED BY:

PDC

R/W OK:

DRAWN BY:

AWB

PDC NO:

4400.244

DATE: 12/20/2021

THOS. BROS.

SCALE:

1" = 150'

SHEET 1 OF 3

PROJECT NO.

**300000349697**

NOTIFICATION NO.

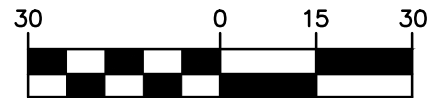
**300000349675**

DRAWING NO.

NO.	SUPPLEMENTS	DATE:	BY	APP'D

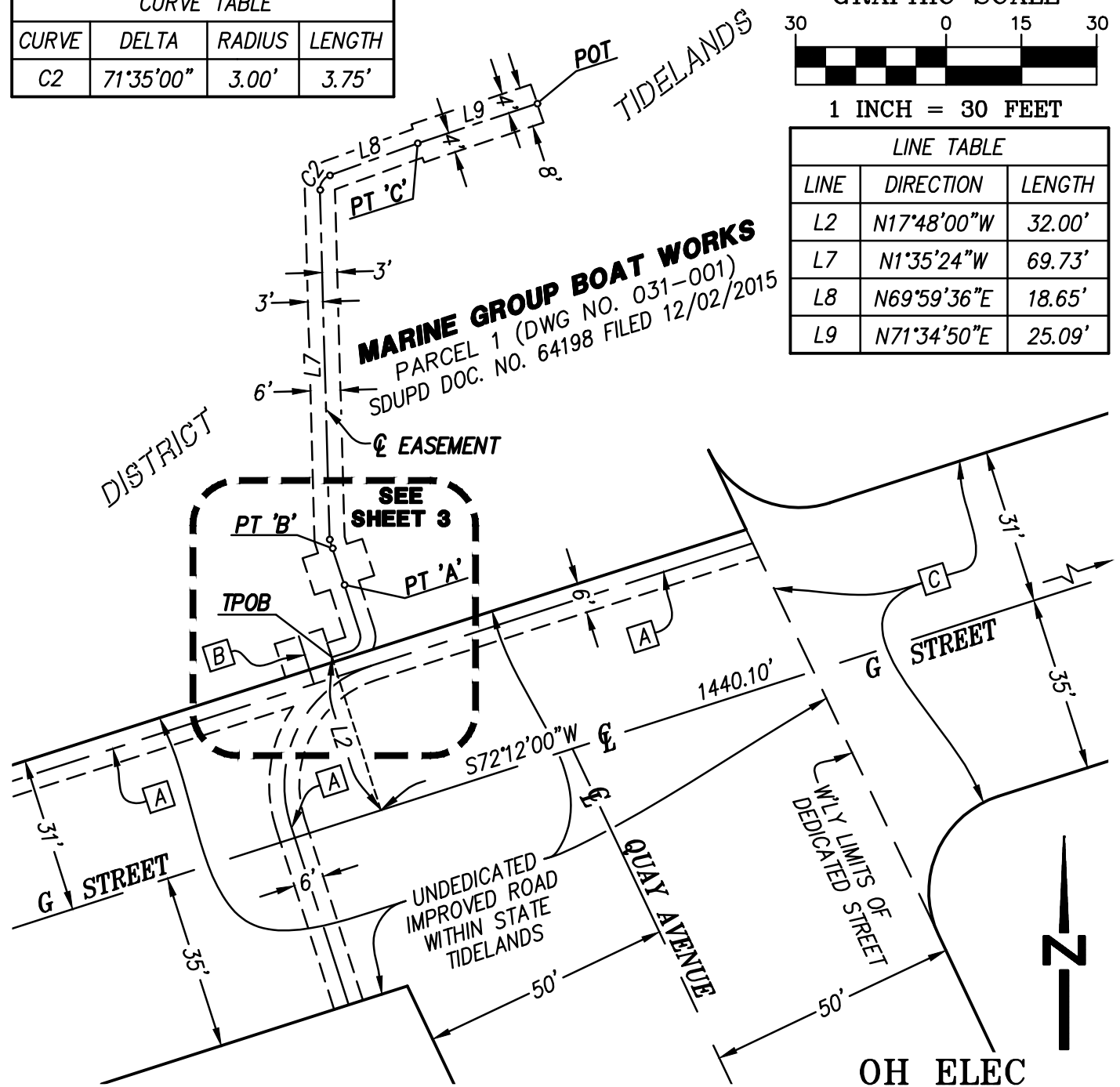
CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C2	71°35'00"	3.00'	3.75'

## GRAPHIC SCALE



1 INCH = 30 FEET

LINE TABLE		
LINE	DIRECTION	LENGTH
L2	N17°48'00"W	32.00'
L7	N1°35'24"W	69.73'
L8	N69°59'36"E	18.65'
L9	N71°34'50"E	25.09'



**PERMANENT  
EASEMENT**

**EXHIBIT "B"**

**SAN DIEGO GAS & ELECTRIC**  
SAN DIEGO, CALIFORNIA

**MARINE GROUP BOAT WORKS**  
997 G STREET  
CHULA VISTA, CA 91910  
SAN DIEGO UNIFIED PORT DISTRICT

SERVICE REQUEST: 466794  
SURVEYED BY: PDC  
DRAWN BY: AWB  
DATE: 12/20/2021  
SCALE: 1" = 30'

SURVEY ID: 18101  
R/W OK:  
PDC NO: 4400.244  
THOS. BROS.  
SHEET 2 OF 3

PROJECT NO.  
**300000349697**

NOTIFICATION NO.  
**300000349675**

DRAWING NO.

NO.	SUPPLEMENTS	DATE:	BY	APP'D

SEE SHEET 2

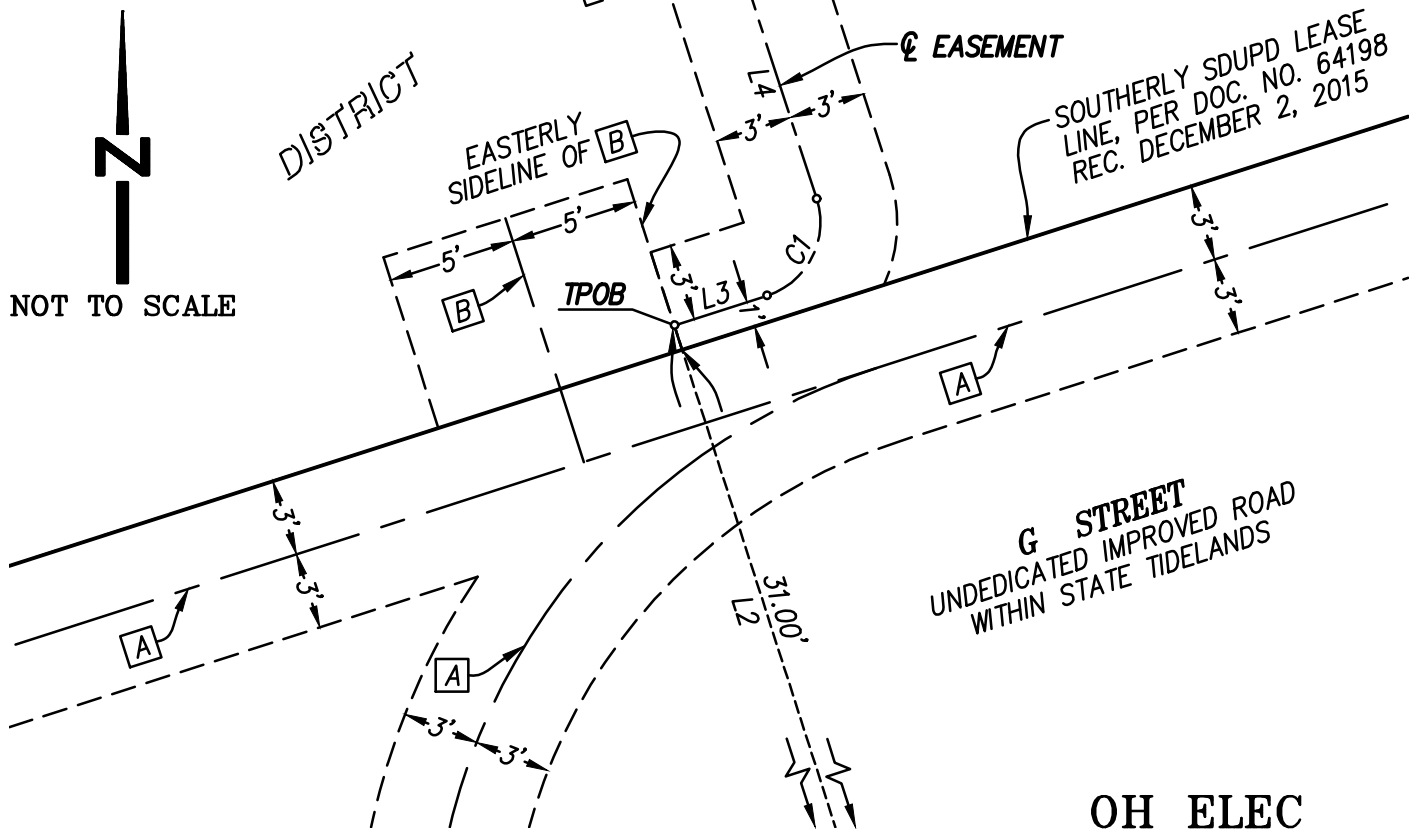
TIDELANDS

**MARINE GROUP  
BOAT WORKS  
PARCEL 1**(DWG NO. 031-001)  
SDUPD DOC. NO. 64198  
FILED 12/02/2015SOUTHERLY SDUPD LEASE  
LINE, PER DOC. NO. 64198  
REC. DECEMBER 2, 2015**G STREET**  
UNDEDICATED IMPROVED ROAD  
WITHIN STATE TIDELANDS

OH ELEC

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	90°07'58"	3.00'	4.72'

LINE TABLE		
LINE	DIRECTION	LENGTH
L2	N17°48'00"W	32.00'
L3	N72°12'00"E	3.80'
L4	N17°55'58"W	9.94'
L5	N17°55'58"W	7.67'
L6	N17°55'58"W	1.88'
L7	N1°35'24"W	69.73'

**PERMANENT  
EASEMENT****EXHIBIT "B"****SAN DIEGO GAS & ELECTRIC**  
SAN DIEGO, CALIFORNIA**MARINE GROUP BOAT WORKS**  
997 G STREET  
CHULA VISTA, CA 91910  
SAN DIEGO UNIFIED PORT DISTRICT

SERVICE REQUEST: 466794	SURVEY ID: 18101
SURVEYED BY: PDC	R/W OK:
DRAWN BY: AWB	PDC NO: 4400.244
DATE: 12/20/2021	THOS. BROS.
SCALE: NOT TO SCALE	SHEET 3 OF 3

PROJECT NO.  
**300000349697**NOTIFICATION NO.  
**300000349675**

DRAWING NO.

NO.	SUPPLEMENTS	DATE:	BY	APP'D