

**EASEMENT**

SAN DIEGO UNIFIED PORT DISTRICT, a public corporation, hereinafter called "Grantor," for valuable consideration, receipt of which is hereby acknowledged, grants to the CITY OF SAN DIEGO, a municipal corporation, its successors and assigns, hereinafter called "Grantee," an easement. Said easement shall be for the purposes of construction, operation, maintenance, repair, replacement, and inspection of public water facilities and appurtenances, as approved in writing by Grantor.

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

Approximately 550 square feet of tideland area located in the City of San Diego, California, more particularly described and delineated on Grantor's Drawing No. \_\_\_\_\_ dated \_\_\_\_\_, attached hereto as Exhibits "A" and "B" and by this reference made a part hereof.

1. Grantee is further granted the right of ingress and egress to, from, and along said easement area via practical routes across the adjacent land of Grantor which do not unreasonably interfere with the use of Grantor except in the event of an emergency in which case the Grantee shall use reasonable efforts to minimize disruption.
2. The term of the easement shall be for a period of approximately Sixty Three(63) years, and Nine (9) months commencing \_\_\_\_\_, and ending May 31, 2082, unless sooner terminated as herein provided.
3. Consideration for this exclusive easement is the benefit to the Grantor and the people of the State of California of Grantee providing water service to tidelands areas, the covenants and agreements to be kept and performed by Grantee.
4. Grantor expressly reserves the right to grant easements in, upon, over, and across the easement granted herein 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 Grantor to convey, lease, or otherwise transfer or encumber during the term of this easement the lands described herein for any purposes subject to the rights and privileges granted herein. The easement granted herein shall be subject to all existing rights of leases and encumbrances, recorded and unrecorded, affecting said land.

5. No construction or major repairs of any facilities shall commence without prior approval of the plans and specifications by Grantor, except for necessary emergency repairs. In the case of emergency repairs, Grantee shall give Grantor written notification within Ten (10) days of the commencement of any emergency repairs and shall obtain Grantor's approval of any emergency repairs within Ninety (90) days from the commencement of work for the emergency repairs, which such approval may require without limitation alteration, reconstruction, removal or revision of any such emergency repairs. Facilities installed pursuant to this easement shall be constructed and maintained in a careful and workmanlike manner and shall conform to all applicable laws and regulations and the provisions of this easement.
6. In the event Grantee disturbs the surface of the easement area during the installation, construction, maintenance and/or repair of the approved facilities, Grantee shall do so in such a manner as will cause the least injury to the surface of the ground and any improvements thereon. Grantee shall restore the ground and any improvements thereon to substantially the same conditions as existed immediately prior to any such disturbance.
7. Grantor retains the right to construct, reconstruct, and maintain aboveground 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.
8. In the event this easement is no longer required or if this easement is not used for the purposes intended for a period of one hundred eighty (180) days, whichever is sooner, all rights herein granted shall revert to Grantor, its successors or assigns, automatically and without the necessity of reentry or notice. Grantee shall furnish Grantor on demand a good and sufficient Quitclaim Deed of all its rights, title, and interest in the above-described real property.
9. Facilities, structures, installations, or improvements of any kind previously placed or hereafter placed in said easement area by Grantee shall at the option of Grantor be removed by Grantee within sixty (60) days after the expiration of the term of this easement or sooner termination thereof. Grantor may exercise said

options as to any or all of the facilities, structures, installations, and/or improvements, either before or after the expiration or sooner termination of this easement. If Grantor exercises such option and Grantee fails to remove such facilities, structures, installations, or improvements within said sixty (60) days, Grantor shall have the right to have such facilities, structures, installations, or improvements removed at the expense of Grantee. 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. Grantee shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless Grantor and its officers, employees, and agents for any and all liability, claims, judgments, or demands arising directly or indirectly out of the obligations undertaken in connection with this easement, except claims or litigation arising through the sole negligence or willful misconduct of Grantor. It is the intent of this Paragraph that Grantee indemnify and hold harmless Grantor for any actions of Grantee or Grantor, except for those arising out of the sole negligence or willful misconduct of Grantor, including but not limited to claims based upon Grantor's alleged breach of any statutory duty or obligation, or Grantee's duty under contracts with third parties. This indemnity obligation shall apply for the entire time that any third party can make a claim against or sue Grantor for liabilities arising out of Grantee's use, occupancy, or operation of the easement area, or arising from any defect in any part of the easement area. Grantor acknowledges the Grantee is a self-insured municipal agency. Prior to the commencement of this easement, Grantee shall provide Grantor a Letter of Self Insurance. In the event Grantor employs a contractor to perform any work within the easement area, Grantee's contractor shall also carry liability insurance as specified in the most recent addition of the Standard Specifications for Public Works Construction, Section 7-3 as amended by the City of San Diego Supplemental Amendments. Prior to commencement of work, Grantee shall also provide Grantor a certificate of insurance from Grantee's contractor naming the Grantor as additionally insured.
11. Compliance with Prevailing Wage Laws. Grantee acknowledges and agrees that: (1) it is the sole and exclusive responsibility of the 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 wages laws (the "PWL"); and (2) 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.

12. 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.
13. Any notice or notices provided for by this easement or by law to be given or served upon Grantee may be given or served by certified or registered letter addressed to Grantee at Real Estate Assets Department Director, at 1200 3<sup>rd</sup> Avenue, Suite 1700, San Diego, CA 92101, and deposited in the United States mail, or may be served personally upon said Grantee or any person hereafter authorized by it in writing to receive such notice; and that any notice or notices provided for by this easement or by law to be served upon Grantor may be given or served by certified or registered letter addressed to Executive Director of Grantor 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.

**(SIGNATURE PAGE FOLLOWS)**

14. It is an express condition of this easement that the easement shall not be complete nor effective until signed by all parties.

APPROVED AS TO FORM AND LEGALITY  
GENERAL COUNSEL

**SAN DIEGO UNIFIED PORT DISTRICT**

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

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

**CITY OF SAN DIEGO, a municipal  
corporation**

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

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

PRINT TITLE: \_\_\_\_\_

Attachments:  
Parcel Map  
Legal Description

SDUPD Docs No. 1524962

(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: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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COUNTY OF SAN DIEGO)

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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.

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☐ Partner -- ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

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OF SIGNER

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☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

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RIGHT THUMBPRINT  
OF SIGNER

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**EXHIBIT 'A'****Legal Description for  
WATER EASEMENT**

Being a portion of Parcel No. 1-A conveyed to the San Diego Unified Port District (SDUPD) 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 No. 564, filed in the Office of the San Diego County Recorder on May 28, 1976 per File No. 76-164686, in the City of San Diego, County of San Diego, State of California, said portion also being within the Setback Park/Plaza parcel as shown on SDUPD Drawing No. 018-126, and more particularly described as follows:

**Commencing** at the intersection of the Northerly right-of-way line of Broadway, as reserved for public street per City of San Diego Clerk Document no. 71, with the Westerly right-of-way line of Pacific Highway, as dedicated to the City of San Diego per Harbor Commission Resolution no. 108 adopted May 23, 1935; thence along said Northerly right-of-way line of Broadway North 89°28'03" West 145.37 feet to the **True Point of Beginning**; thence continuing along said Northerly right-of-way line North 89°28'03" West 17.10 feet; thence leaving said Northerly right-of-way line North 00°31'57" East 27.60 feet; thence South 89°28'03" East 7.80 feet; thence North 00°31'57" East 8.40 feet; thence South 89°28'03" East 9.30 feet; thence South 00°31'57" West 36.00 feet to the **True Point of Beginning**.

Said easement contains 550 square feet, more or less.

Attached hereto is a drawing labeled \_\_\_\_\_-B and by this reference made a part thereof.

This legal description was prepared by me or under my direction in conformance with the Land Surveyors' Act.

\_\_\_\_\_  
GARY L. HUS  
LS 7019

DATE

P.T.S. No. \_\_\_\_\_  
Dwg. No. \_\_\_\_\_-B





ASSESSOR'S PARCEL NO.:

760-012-02

REFERENCE DRAWING:

- MISC. MAP NO. 564
- IMP. PLANS 37592-D
- ROS NO. 20589
- SDUPD NO. 018-098

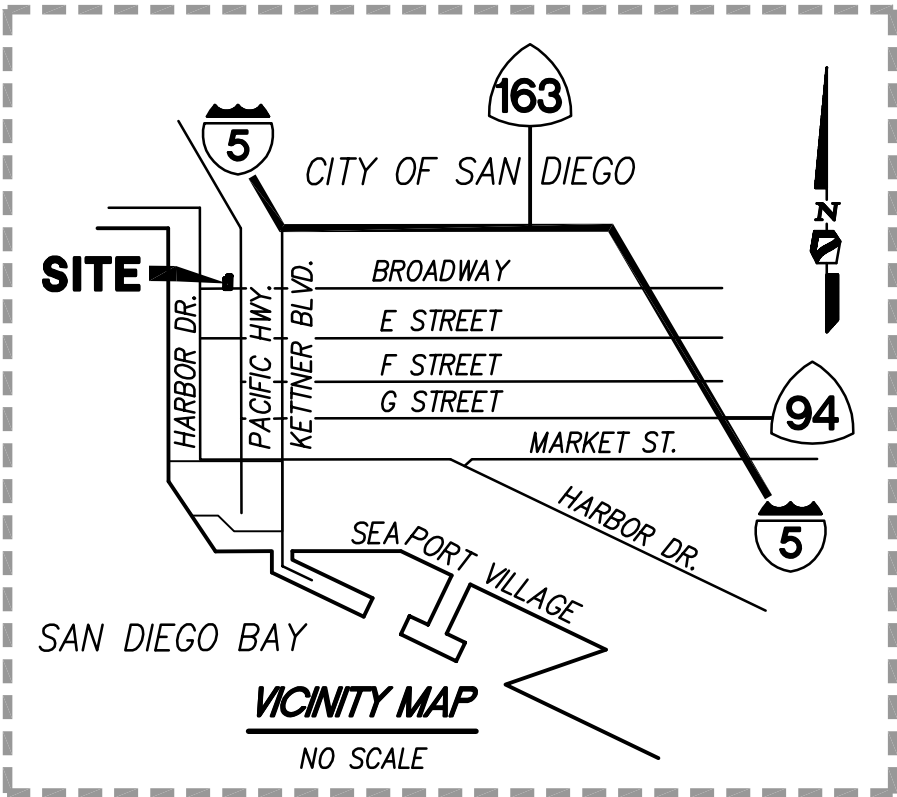
LEGEND:

- INDICATES WATER EASEMENT ACQUIRED  
AREA = 550 SQ. FT.
- P.O.C. INDICATES POINT OF COMMENCEMENT
- T.P.O.B. INDICATES TRUE POINT OF BEGINNING
- INDICATES FOUND MONUMENT AS NOTED
- INDICATES LEASE LINES PER SAN DIEGO  
UNIFIED PORT DISTRICT DRAWINGS AS NOTED
- ( ) INDICATES RECORD DATA PER ROS 20589
- A INDICATES WESTERLY RIGHT-OF-WAY LINE OF  
PACIFIC HIGHWAY AS DEDICATED TO THE CITY  
OF SAN DIEGO FOR ROAD AND PUBLIC STREET  
PURPOSES PER HARBOR COMMISSION  
RESOLUTION NO. 108 ADOPTED MAY 23, 1935.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS DRAWING IS A  
PORTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF  
BROADWAY PER RECORD OF SURVEY NO. 20589.

I.E., NORTH 89°28'03" WEST



GARY L. HUS, L.S. 7019      DATE



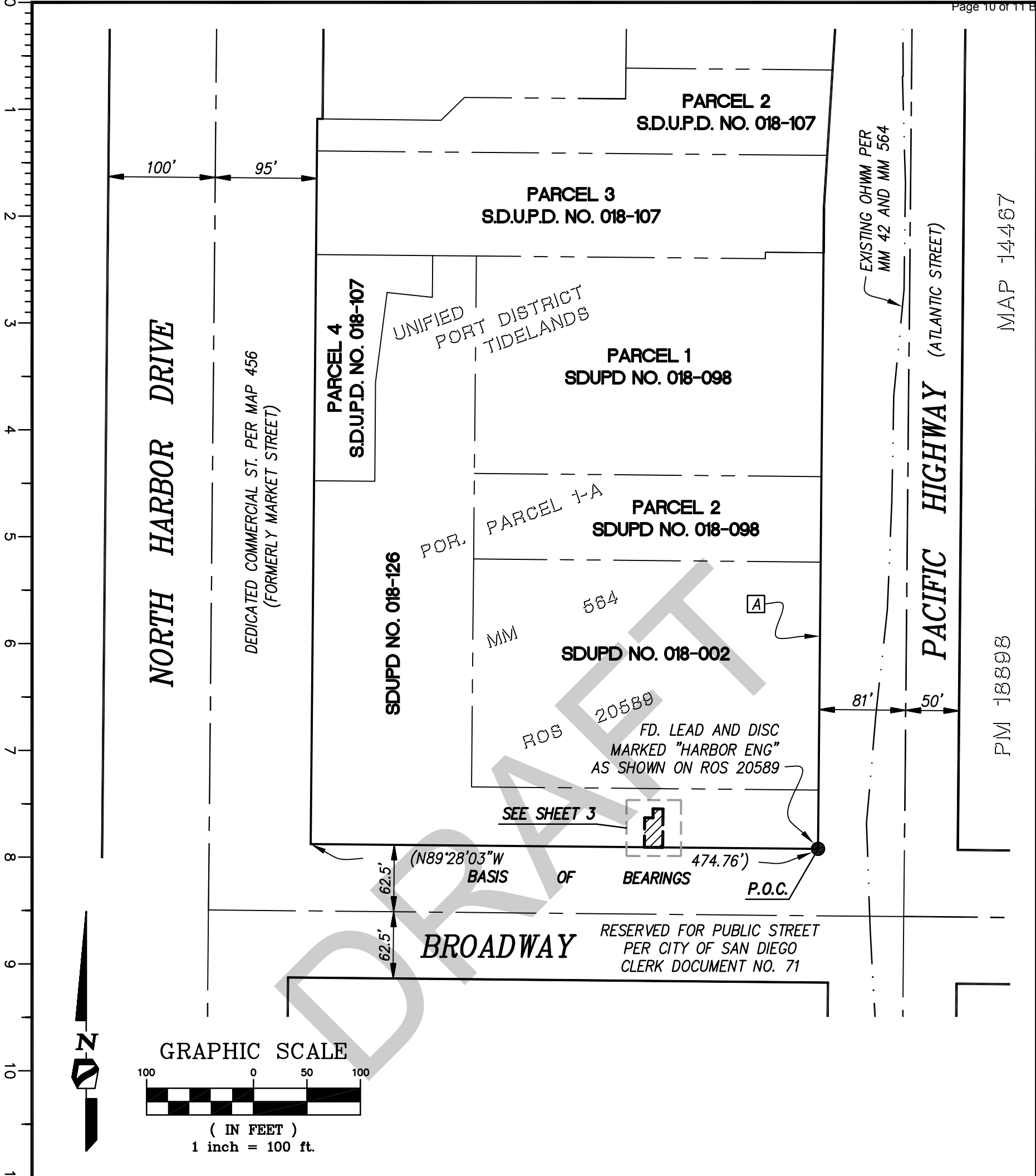
**PROJECT DESIGN CONSULTANTS**  
Planning | Landscape Architecture | Engineering | Survey  
701 B Street, Suite 800      San Diego, CA 92101  
619.235.6471 Tel      619.234.0349 Fax

DOCUMENT NO.: \_\_\_\_\_  
RECORDED: \_\_\_\_\_

WATER EASEMENT

WITHIN A PORTION OF PARCEL NO. 1-A OF MM NO. 564  
(SETBACK PARK/PLAZA, SDUPD DWG. NO. 018-126)

DESCRIPTION	BY	APPRVD.	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA SHEET 1 OF 3 SHEETS		P.T.S. NO. - I.O. NO. N/A
ORIGINAL	PDC						1840-6275 CCS83 COORDINATES
					FOR CITY LAND SURVEYOR      DATE		200-1715 LAMBERT COORDINATES
							-1-B

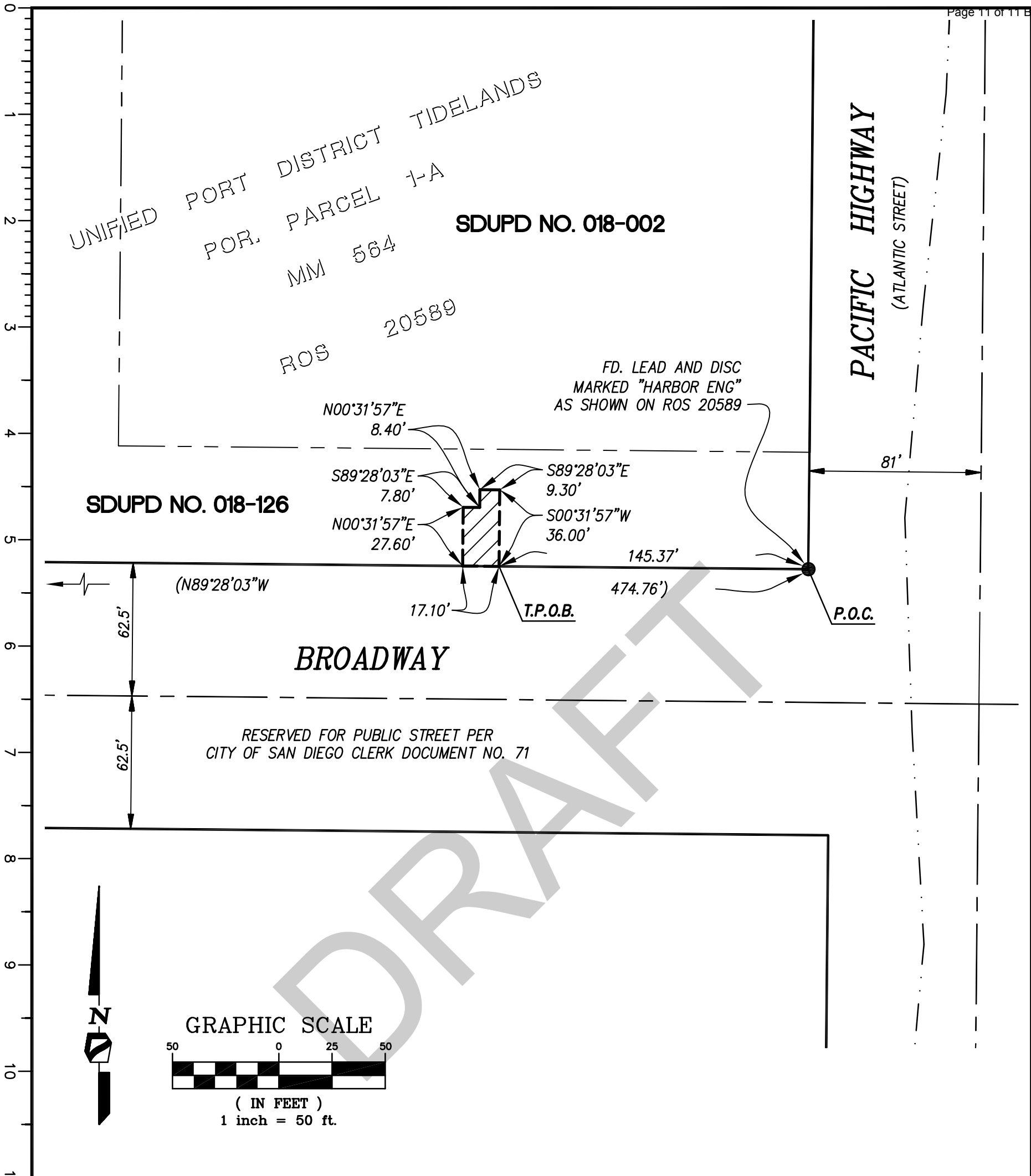


**PROJECT DESIGN CONSULTANTS**  
Planning | Landscape Architecture | Engineering | Survey  
701 B Street, Suite 800 San Diego, CA 92101  
619.235.6471 Tel 619.234.0349 Fax

**WATER EASEMENT**

**WITHIN A PORTION OF PARCEL NO. 1-A OF MM NO. 564  
(SETBACK PARK/PLAZA, SDUPD DWG. NO. 018-126)**

DESCRIPTION	BY	APPRVD.	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA SHEET 2 OF 3 SHEETS		P.T.S. NO. <u>    -    </u>
ORIGINAL	PDC						I.O. NO. <u>    N/A    </u>
					FOR CITY LAND SURVEYOR _____ DATE _____		<u>    1840-6275    </u> CCS83 COORDINATES
							<u>    200-1715    </u> LAMBERT COORDINATES
							<u>                    </u> - 2 - B



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**WATER EASEMENT**

**WITHIN A PORTION OF PARCEL NO. 1-A OF MM NO. 564  
(SETBACK PARK/PLAZA, SDUPD DWG. NO. 018-126)**

DESCRIPTION	BY	APPRVD.	DATE	FILMED
ORIGINAL	PDC			

<b>CITY OF SAN DIEGO, CALIFORNIA</b>	
SHEET 3 OF 3 SHEETS	
FOR CITY LAND SURVEYOR	DATE

P.T.S. NO. <u>    -    </u>
I.O. NO. <u>    N/A    </u>
<u>1840-6275</u>
CCS83 COORDINATES
<u>200-1715</u>
LAMBERT COORDINATES
<u>          </u> -3-B