

RECORDING REQUESTED BY  
San Diego Gas & Electric Company

AND WHEN RECORDED MAIL TO:  
San Diego Gas & Electric Company )  
8335 Century Park Court )  
San Diego, CA 92123-1569 )  
Attn: Real Estate Records – CP21A )

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(Space Above this Line for Recorder's Use)

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

**EASEMENT FOR UTILITY PURPOSES**

1. **Grant of Easement:** SAN DIEGO UNIFIED PORT DISTRICT, a public corporation ("Grantor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grants to SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation ("Grantee"), an easement for utility purposes ("Easement") in, on, over, under, across and through the following property located in the County of San Diego, State of California:

Approximately 15,174 square feet of tideland area located at Goesno Place to serve the National City Aquatic Center in the city of National City, California, designated as Project Numbers 159116-030, 859675-010 and 859675-020 and Work Order Numbers 2956610 and 1738930 by Grantee and more particularly described on Exhibit "A", consisting of three (3) sheets and delineated on Grantor's Drawing No. 528-019, attached hereto as Exhibit "B" consisting of four (4) sheets and by this reference made a part hereof ("Easement Area").

All engineering data and/or legal descriptions(s) for the location(s) of the facilities in this easement has been furnished by Grantor.

Grantor accepts full responsibility for the accuracy of such data and descriptions and declares that the descriptions represent the locations of Grantee's facilities within Grantor's property as previously agreed upon by Grantor and Grantee. Grantor agrees that should any changes in grade, realignment of road, street, or avenue, or relocation of facilities become necessary as a result of inaccuracies of data furnished by Grantor, such changes, realignment or

relocation shall be remedied by Grantor at Grantor's sole expense, and upon Grantor's failure to remedy same, Grantee shall have the right, but not the duty, to make such changes, realignments or relocations and Grantor shall pay to Grantee all reasonable charges thereof.

2. **Easement Uses:** Grantee shall have the right to use the Easement Area to excavate for, lay, erect, construct, build, install, modify, improve, rebuild, reconstruct, relocate, reconfigure, repair, replace, substitute, change the size of, upgrade, maintain, patrol, inspect, test, operate, use and remove facilities consisting of (A) underground facilities for the transmission and distribution of electricity and related public utility purposes, together with all fixtures, equipment and appurtenances necessary or convenient for the maintenance, operation and use thereof, and/or (B) underground facilities for the transmission and distribution of natural gas and related public utility purposes, together with all fixtures, equipment and appurtenances necessary or convenient for the maintenance, operation and use thereof (collectively, "Facilities"); provided, however, that Grantee shall not grant to third parties any right to attach or install telecommunications, wireless or other communication facilities within the Easement Area.
3. **Access:** Grantee is further granted the right of ingress and egress to, from and along the Easement Area via practical routes across the adjacent lands of Grantor; provided that Grantee shall exercise such ingress and egress rights in a reasonable manner designed to minimize interference with Grantor's and/or any lessee's activities within such adjacent lands.
4. **Term:** The term of this Easement ("Term") shall be for a period of approximately twenty-two (22) years commencing on March 15, 2019 ("Commencement Date") and ending on December 31, 2040 ("Expiration Date"), unless sooner terminated as herein provided. Grantor shall use good faith efforts to deliver written notice of the pending expiration of the Easement to Grantee not less than six (6) months prior to the Expiration Date.
5. **Grantee's Improvements and Repairs:** The initial construction of the facilities shall not commence without the prior written approval of the plans and specifications by Grantor, which shall not be unreasonably withheld, delayed, and/or conditioned. Subsequent reconstruction, reconfiguring, replacement, substitutions, changes, upgrades and/or repairs of the Facilities may require Grantor's written approval; therefore, Grantee shall use commercially reasonable efforts to notify Grantor and/or any lessee of such work in order for the District to determine whether prior written approval(s) from the District are required, and to minimize interference with the Grantor's and/or such lessee's activities within the Easement Area.

In the case of emergency repairs that constitute an "emergency development"<sup>1</sup> and are undertaken to protect life, public health and safety, and property or to maintain public and private services, Grantee shall immediately commence repairs and give Grantor written notification within 24 hours of the commencement of said emergency repair so that the Grantor can inspect the Easement Area solely for compliance with the terms and conditions of this Easement. Facilities installed pursuant to this Easement shall be constructed in a good and workmanlike manner and shall conform to all applicable laws and regulations. Non-material violations of applicable laws and regulations shall not constitute a default under this Easement, provided that Grantee cures or commences to cure such violation within thirty (30) calendar days after receiving actual notice of such violation and diligently prosecutes such cure to completion.

6. **Excavations:**

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

7. **Protective Barriers:** Subject to Grantor's written approval, which shall not be unreasonably withheld, delayed or conditioned, Grantee shall have the right to erect, build, construct, install and maintain within the Easement Area, such equipment, traffic barriers and minor earth retaining structures as Grantee deems

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<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.

necessary for the erection, building, construction, installation, maintenance, operation, use and protection of Grantee's Facilities.

8. **Grantor's Improvements:** From and after the date that this Easement is fully executed by Grantor and Grantee (the "Execution Date"), Grantor shall not, without the prior written consent of Grantee, which consent shall not be unreasonably withheld, delayed or conditioned, (A) erect, build, install, place or construct any building or structure within the Easement Area, (B) plant any tree or other deep-rooted growth within the Easement Area, or (C) drill or dig any well, pond or lake within the Easement Area, or (D) store or place any explosive, toxic, or hazardous materials within the Easement Area. Grantor and Grantee hereby agree that the preceding sentence shall not apply to any period after the Commencement Date but before the Execution Date. Subject to the prior review and written approval by Grantee of Grantor's improvement plans and specifications, which approval shall not be unreasonably withheld, delayed or conditioned (but which shall consider Grantee's need to provide adequate protection for the Facilities in accordance with pertinent General Orders of the Public Utilities Commission of the State of California), Grantor retains the right to construct, reconstruct and maintain aboveground improvements that shall not interfere with or cause damage to Grantee's Facilities, including, but not limited to, fences, landscaping with shallow roots (e.g., grass) sidewalks, curbs, gutters, and street and parking lot surfaces or other surfaces; provided that such aboveground improvements do not require excavation and/or grading to a depth of more than eighteen (18) inches within the Easement Area (the "Permitted Improvements").
9. **Ground Surface Elevations:** Grantor shall not increase or decrease the ground surface elevations within this Easement Area after installation of the Facilities, without prior written consent of Grantee, which consent shall not be unreasonably withheld, delayed or conditioned.
10. **Grantee's Rights:** Grantee shall have all rights and powers, but is not hereby obligated to: (A) keep the Easement free and clear from (i) buildings and structures, (ii) trees and/or other deep-rooted growths, (iii) wells, ponds and/or lakes, and/or (iv) explosive, toxic and/or hazardous materials; and (B) trim, prune, cut, maintain and/or remove trees, deep-rooted growths, foliage and/or brush along or adjacent to the Easement Area and remove roots from within the Easement Area whenever Grantee deems it necessary, provided that Grantee shall use commercially reasonable efforts to notify Grantor and/or any lessee of such work if such notice is necessary, as determined by Grantee, to minimize interference with Grantor's and/or any lessee's activities within the Easement Area. Said right shall not relieve Grantor of any obligation it may have as the fee

owner to trim or remove trees and brush to prevent danger or hazard to property or persons.

11. **Facilities Relocation:**

- A. **Grantor-Requested Relocations:** Grantor reserves the right to require Grantee to remove and relocate all or part of its Facilities from the Easement Area upon determination by Grantor or its lessee that all or part of the Facilities interfere with future development of Grantor's property. Within one hundred eighty (180) days after Grantor's written notice and demand for removal and relocation of all or part of the Facilities, Grantee shall remove and relocate its Facilities at Grantee's sole and absolute expense to one or more feasible location(s) on the property of Grantor as designated by Grantor. Grantor and Grantee shall cooperate in identifying such feasible location(s). Grantor shall furnish Grantee with an Easement for such new location(s) on the same terms and conditions as herein stated, except for property location. Grantee shall reconvey the portion of the Easement previously required for such relocated Facilities within ninety (90) days after receipt of Grantor's written request. Upon the expiration of the Term or earlier termination of the Easement, Grantee shall inform Grantor regarding Grantee's proposed course of action with respect to the removal and/or abandonment of the Facilities within the Easement Area, and Grantor shall approve or disapprove such course of action within thirty (30) calendar days, provided that Grantor's approval shall not be unreasonably withheld, conditioned or delayed, and provided, further, that if Grantor fails to approve or disapprove such course of action within said thirty (30) calendar day period, then Grantor shall be conclusively deemed to have approved such course of action. So long as Grantor has approved the course of action proposed by Grantee in accordance with the preceding sentence, Grantor shall release Grantee from any and all liability arising from any Facilities abandoned in place within the Easement Area. If Grantee abandons any Facilities in place upon the expiration of the Term or termination or extinguishment of this Easement, Grantee shall, within one hundred eighty (180) days after receipt of Grantor's written notice and demand for removal of all or part of such Facilities, remove such Facilities, at Grantor's sole cost.
- B. **Grantee Relocations:** If Grantee desires to relocate its Facilities, Grantee shall obtain the written approval of Grantor for the new route on Grantor's property and Grantee shall be solely responsible to pay the cost of any

such relocation. Grantor agrees that such approval shall not be unreasonably withheld, delayed or conditioned.

12. **Non-exclusivity:** Grantor shall not grant, transfer, dedicate or convey any additional easements, servitudes or rights-of-way, upon, over and across the Easement Area without Grantee's prior written consent, which shall not be unreasonably withheld, delayed or conditioned. The Easement granted herein shall be subject to all existing rights of leases (and renewals thereof) and encumbrances, recorded and unrecorded, affecting said land. Prior to the Execution Date, Grantor shall give Grantee a reasonable opportunity to review Grantor's records regarding any existing leases and/or encumbrances affecting the Easement Area. Grantor may grant or convey any short-term permits, licenses, Tideland Use and Occupancy Permits, leases, or interests in real property at its full discretion so long as said transfer or grants do not conflict with Grantee's rights, access, and maintenance granted herein.
13. **Indemnification:** Grantee shall at all times indemnify and save harmless Grantor from and against and pay in full any and all loss, damage or expense (collectively "Claims") that Grantor sustains, incurs or is liable for including any and all claims, loss, damage or expense arising out of (A) Grantee's actions with respect to this Easement, excepting any Claims resulting from the negligence or intentional acts of Grantor, its contractors, subcontractors, officers, agents, representatives, invitees, licensees and/or employees; and/or (B) including injury to or death of persons resulting in any manner from Grantee's actions with respect to this Easement, excepting any Claims resulting from the negligence or intentional acts of Grantor, its contractors, subcontractors, officers, agents, representatives, invitees, licensees and/or employees.
14. **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.

15. **Property Taxes:** This Easement may result in a taxable possessory interest subject to the payment of property taxes. Grantee agrees to and shall pay before delinquency all taxes and assessments of any kind assessed or levied upon Grantee for franchises, licenses or permits for any use or activities of Grantee upon the Easement.
16. **Abandonment of Easement:** If Grantee, in its sole discretion, determines that this Easement is no longer required for the conduct of its business or if this Easement is abandoned by Grantee, upon receipt of written request from Grantor, Grantee shall furnish Grantor a good and sufficient Quitclaim Deed to Grantor of all of Grantee's right, title and interest in and to this Easement. Notwithstanding the foregoing, if Grantee does not use or abandons the Facilities for a period of five (5) years, Grantor shall have the right to terminate this Easement, and upon receipt of written request from Grantor, Grantee shall provide Grantor a Quitclaim Deed as described above.
17. **Removal of Improvements:** Upon the expiration of the Term or earlier termination of the Easement, Grantee shall inform Grantor regarding Grantee's proposed course of action with respect to the removal and/or abandonment of the Facilities within the Easement Area, and Grantor shall approve or disapprove such course of action within thirty (30) calendar days, provided that Grantor's approval shall not be unreasonably withheld, conditioned or delayed, and provided, further, that if Grantor fails to approve or disapprove such course of action within said thirty (30) calendar day period, then Grantor shall be conclusively deemed to have approved such course of action. So long as Grantor has approved the course of action proposed by Grantee in accordance with the preceding sentence, Grantor shall release Grantee from any and all liability arising from any Facilities abandoned in place within the Easement Area.
18. **Holdover:** Any holding over by Grantee after either expiration or termination shall not constitute a renewal or extension, or give Grantee any rights in or to the Easement, and if Grantee, with Grantor's consent, remains in possession of the Easement Area after Easement expiration or termination, such possession shall be deemed a month-to-month extension terminable upon thirty (30) days' written notice furnished at any time by either party to the other.
19. **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

Land Services Manager  
San Diego Gas & Electric Company  
8335 Century Park Court, Suite 100  
San Diego, CA 92123

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

20. **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 without the prior written consent of the Grantor. Notwithstanding the foregoing sentence, Grantee may assign the Easement to (a) any entity controlling, controlled by or under common control with Grantee in connection with any corporate reorganization or restructuring, (b) the surviving entity in the event of any merger with or by Grantee, and/or (c) the acquiring entity in the event of any sale of a majority of Grantee's shares or all or substantially all of Grantee's assets.
21. **Binding Covenants:** This Easement and any covenants, conditions, and restrictions contained herein, shall run with the land, and be binding upon and inure to the benefit of the successors, heirs, executors, administrators, permittees, licensees, agents and assigns of Grantor and Grantee.
22. **Attorneys' Fees:** If either party files any action or brings any proceeding against the other arising from or related to this Easement, the prevailing party shall be entitled to recover from the other party as an element of its costs of suit and not as damages, reasonable attorneys' fees (including fees for in-house counsel), costs and expenses incurred in the action or proceeding, including any appeal thereof. The "prevailing party" within the meaning of this Paragraph 22 shall be the party to the action or proceeding who is entitled to recover its costs of suit for the proceeding, whether or not the same proceeds to final judgment. A party not entitled to recover its costs shall not recover attorneys' fees.



23. **Amendment:** This Easement may be amended or modified only by an instrument duly executed by the Grantor and consented to in writing by Grantee.
24. **Severability:** If any term or provision of this Easement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then the remainder of this Easement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Easement shall be valid and be enforced to the fullest extent permitted by law.
25. **Applicable Laws:** This Easement shall be construed, interpreted and determined in accordance with the laws of the State of California without reference to its choice of law provisions.
26. **Time is of the Essence:** Grantor and Grantee hereby agree that time is of the essence with respect to this Easement.
27. **District Tenant Lease:** Grantee hereby acknowledges that all or part of its easement with the District is on a District tenant leasehold on file with the District Clerk as Document No. 56735, dated July 29, 2010. Grantee agrees that its access, maintenance, repairs and rights as granted herein are subject to the aforementioned Lease document and any amendments. Grantee further agrees that it shall make its best efforts to provide reasonable notice to the District's tenant and reasonably cooperate with District tenants on its access, maintenance, repairs, and rights under this easement.
28. **Effectiveness:** It is an express condition of this Easement that the Easement shall not be complete or effective until signed by Grantor and Grantee.

(CONTINUED ON NEXT PAGE)

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

Dated: \_\_\_\_\_, 20\_\_

APPROVED AS TO FORM AND LEGALITY  
GENERAL COUNSEL

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

Assistant/Deputy

**SAN DIEGO UNIFIED PORT DISTRICT**

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

Tony Gordon  
Director, Real Estate

**SAN DIEGO GAS & ELECTRIC  
COMPANY, a California corporation**

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

John Hutter  
Right of Way Supervisor

Attachments:  
Legal Description  
Plat

SDUPD Docs No. 1107523

(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 12/20/18 before me, Bennet S. Corbilla Notary Public, personally appeared John Hutter, 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 Bennet S. Corbilla (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: \_\_\_\_\_



Signer's Name \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer -- Title(s): \_\_\_\_\_  
☐ Partner -- ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

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



## EXHIBIT 'A'

### UTILITY EASEMENTS

Easements for utility purposes lying within 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 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:

#### Easement 'A' – Gas and Electrical Easement

(SHEETS 1-4)

Being a strip of land 15.00' in width, lying 7.50' measured at right angles on each side of the following described line:

COMMENCING at a 3 inch diameter brass disc monument stamped "SDUPD-020" as shown on Record of Survey 16668, filed in the office of the San Diego County Recorder, in the City of San Diego, County of San Diego, State of California, on July 25, 2000; thence leaving said monument North 15°04'28" East a distance of 761.00 feet to the TRUE POINT OF BEGINNING; thence South 17°43'56" East a distance of 780.00 feet; thence South 72°16'04" West, a distance of 22.00 feet to the POINT OF TERMINUS.

The sidelines of said strip of land shall be prolonged or shortened so as to terminate at a line running through said TRUE POINT OF BEGINNING at right angles to beginning said course.

The sidelines of said strip of land shall be prolonged or shortened so as to terminate at a line running through said POINT OF TERMINUS at right angles to last said course.

Containing an area of 12,030 square feet, more or less.

#### Easement 'B' – Electrical Easement

(SHEET 4)

Being a strip of land 10.00 feet in width, lying 5.00' measured at right angles on each side of the following described line:

COMMENCING at said 3 inch diameter brass disc monument stamped "SDUPD-020"; thence South 87°18'05" East a distance of 423.63 feet to the southerly side line of said easement 'A', said point being the TRUE POINT OF BEGINNING; thence South 17°43'56" East a distance of 32.00 feet; thence South 51°56'27" East, a distance of 58.00 feet to the POINT OF TERMINUS.

The sidelines of said strip of land shall be prolonged or shortened so as to terminate on the southerly side line of said easement 'A'.

The sidelines of said strip of land shall be prolonged or shortened so as to terminate at a line running through said POINT OF TERMINUS at right angles to last said course.

Containing an area of 900 square feet, more or less.

**Easement 'C' – Gas Easement**

(SHEET 4)

Being a strip of land 10.00' in width, lying 5.00' measured at right angles on each side of the following described line:

COMMENCING at said 3 inch diameter brass disc monument stamped "SDUPD-020"; thence South 88°06'40" East a distance of 440.38 feet to the southerly side line of said easement 'A', said point being the TRUE POINT OF BEGINNING; thence South 17°43'56" East a distance of 60.00 feet to the beginning of a curve concave to the northwest, having a radius of 15.00 feet; thence southerly and westerly along the arc of said curve through a central angle of 90°00'00", an arc length of 23.56 feet; thence South 72°16'04" East 47.00 feet to the POINT OF TERMINUS.

The sidelines of said strip of land shall be prolonged or shortened so as to terminate on the southerly side line of said easement 'A'.

The sidelines of said strip of land shall be prolonged or shortened so as to terminate at a line running through said POINT OF TERMINUS at right angles to last said course.

Containing an area of 1306 square feet, more or less.

**Easement 'D' – Electrical Easement**

(SHEET 2)

Being a strip of land 15.00 feet in width, lying 7.50 feet measured at right angles on each side of the following described line:

COMMENCING at said 3 inch diameter brass disc monument stamped "SDUPD-020"; thence North 20°05'26" East a distance of 684.60 feet to the easterly side line of said easement 'A', said point being the TRUE POINT OF BEGINNING; thence North 72°16'04" East 30.50 feet to the POINT OF TERMINUS.

The sidelines of said strip of land shall be prolonged or shortened so as to terminate on the easterly side line of said easement 'A'.

The sidelines of said strip of land shall be prolonged or shortened so as to terminate at a line running through said POINT OF TERMINUS at right angles to last said course.

Containing an area of 458 square feet, more or less.

**Easement 'E' – Electrical Easement**

(SHEET 4)

Being a strip of land 8.00 feet in width, lying 4.00 feet measured at right angles on each side of the following described line, the easterly side line of said strip being contiguous with the westerly side line of said easement 'A':

COMMENCING at said 3 inch diameter brass disc monument stamped "SDUPD-020"; thence North 36°27'47" East a distance of 499.14 feet to the westerly side line of said easement 'A'; thence South 72°16'04" West a distance of 4.00 feet to the TRUE POINT OF BEGINNING; thence South 17°43'56" East, a distance of 60.00 feet to the POINT OF TERMINUS.

The sidelines of said strip of land shall be prolonged or shortened so as to terminate at a line running through said TRUE POINT OF BEGINNING at right angles to beginning said course.

The sidelines of said strip of land shall be prolonged or shortened so as to terminate at a line running through said POINT OF TERMINUS at right angles to last said course.

Containing an area of 480 square feet, more or less.

All bearings and distances in the above legal description are grid, and based upon the California Coordinate System, Zone 6, N.A.D. 83 (1992) Epoch 1991.35.

Also as shown on Exhibits 'B', attached hereto and by this reference made a part hereof.

  
7/25/17

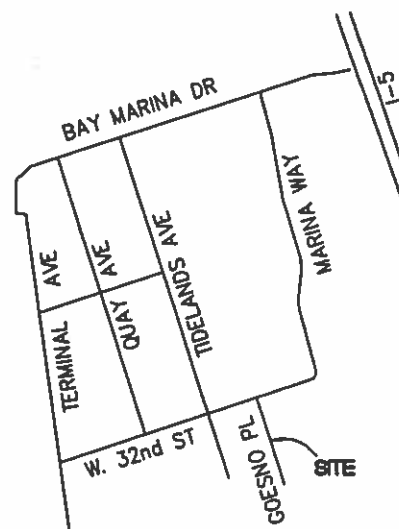
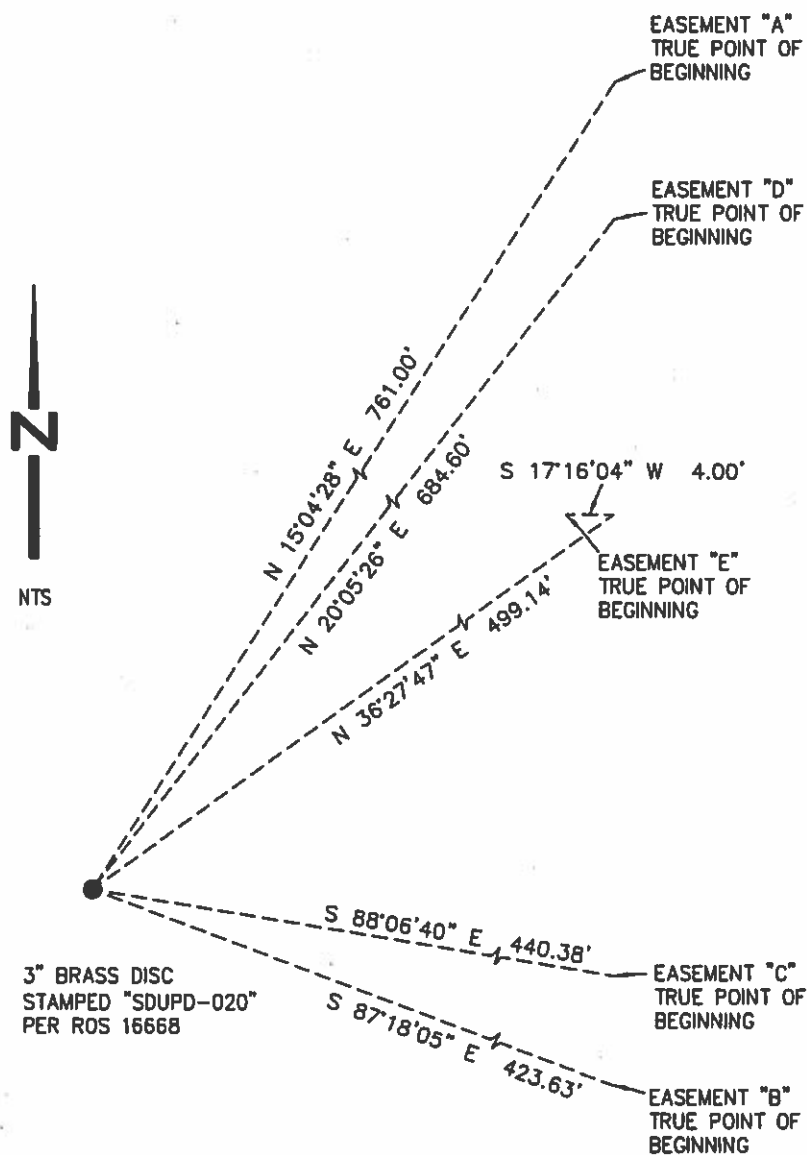
Angel Murillo

PLS 8955

License Expires 9/30/2018



## EXHIBIT 'B'



*Angel Murillo* 7/25/17

ANGEL MURILLO  
PLS 8955  
EXPIRES 09/30/18

MAPPING ANGLE: 00°28'24.60"  
C.G.F.: 1.00002970  
ELEV: 12.86' (NAVD88)

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

## SHEET 1

GAS AND ELECTRICAL EASEMENT  
GOESNO PLACE, NATIONAL CITY

ORIGINATOR: ANGEL MURILLO	OK TO INSTALL:
SURVEYED BY: ANGEL MURILLO	R/W OK:
DRAWN BY: ANGEL MURILLO	DATE:
DATE: 06-18-17	THOS. BROS.
SCALE: NTS	

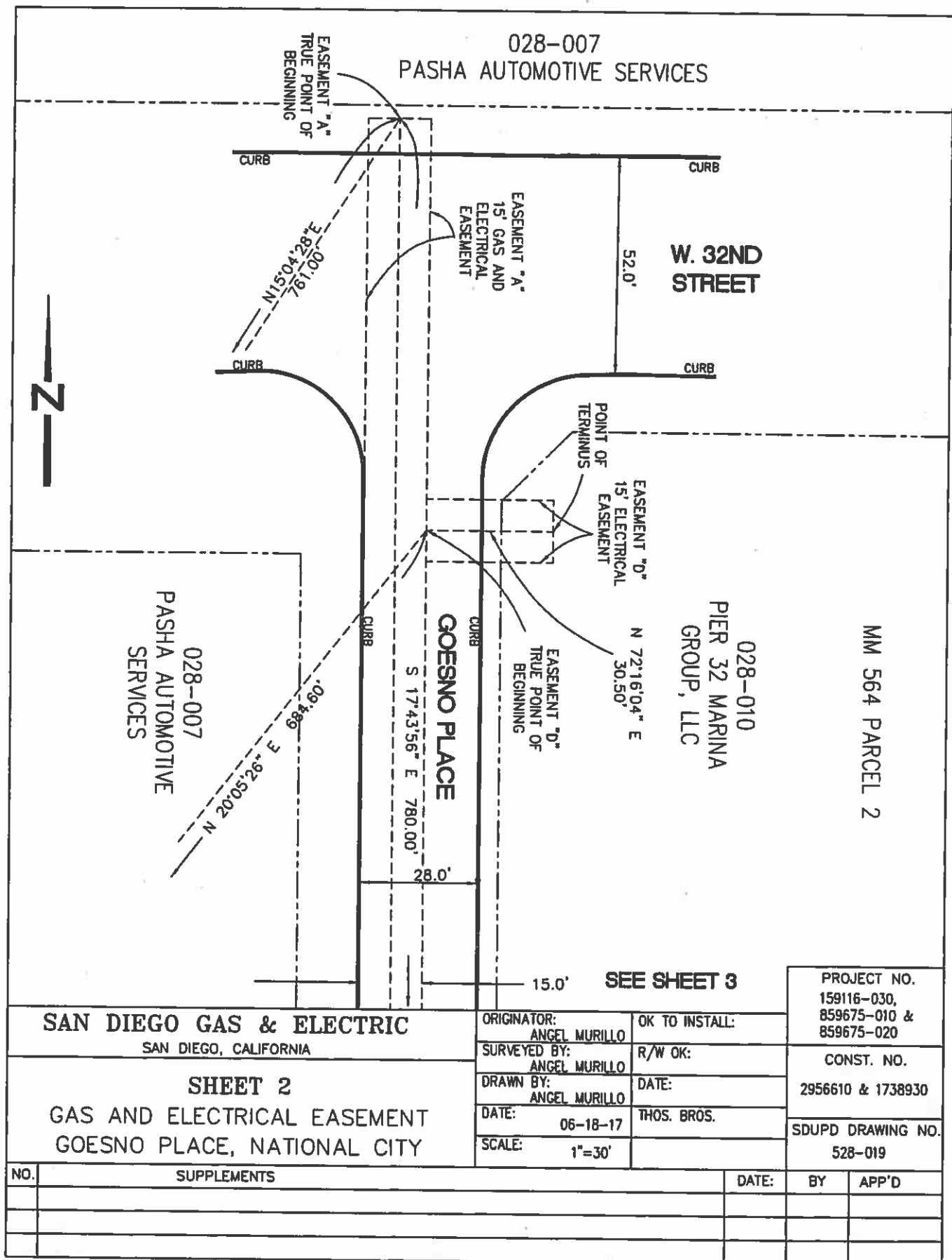
PROJECT NO.  
159116-030,  
859675-010 &  
859675-020

CONST. NO.  
2956610 & 1738930

SDUPD DRAWING NO.  
528-019

NO.	SUPPLEMENTS	DATE:	BY	APP'D





SEE SHEET 2

MM 564 PARCEL 2

028-010  
PIER 32 MARINA  
GROUP, LLC

GOESNO PLACE

CURB

EASEMENT "A"

15' GAS AND  
ELECTRICAL EASEMENT

S 17°43'56" E 780.00'

S 17°16'04" W 4.00'

S 17°43'56" E 60.00'

ESMT "E"  
POINT OF  
BEGINNING

499.14'

EASEMENT "E"  
8' ELECTRICAL  
EASEMENTPOINT OF  
TERMINUS

28.0'

15.0'

CURB

CURB

SEE SHEET 4

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

**SHEET 3**

**GAS AND ELECTRICAL EASEMENT  
GOESNO PLACE, NATIONAL CITY**

ORIGINATOR:  
ANGEL MURILLO

SURVEYED BY:  
ANGEL MURILLO

DRAWN BY:  
ANGEL MURILLO

DATE: 06-18-17

SCALE: 1"=30'

OK TO INSTALL:

R/W OK:

DATE:

THOS. BROS.

PROJECT NO.  
159116-030,  
859675-010 &  
859675-020

CONST. NO.

2956610 &amp; 1738930

SDUPD DRAWING NO.  
528-019

NO.	SUPPLEMENTS	DATE:	BY	APP'D

—Z—

