

**DRAFT**

**AGREEMENT FOR AMENDMENT OF LEASE  
AMENDMENT NO. 2**

THIS AGREEMENT FOR AMENDMENT OF LEASE ("AMENDMENT NO. 2"), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation, hereinafter called "Lessor," and PACIFIC GATEWAY, LTD., a California limited partnership, hereinafter called "Lessee," WITNESSETH:

WHEREAS, Lessor and Lessee, on the 5th day of December, 1995, entered into an Amended, Restated, and Combined Lease (Original Lease) of certain tidelands covering property located at 333 Harbor Drive in the city of San Diego, California, which Original Lease is on file in the Office of the Clerk of Lessor bearing Document No. 33656; and

WHEREAS, Lessor and Lessee, on the 6th day of February, 1996, entered into an Agreement for Amendment of Lease Amendment No. 1 (collectively, with the Original Lease, the Lease), on file in the Office of the Clerk of Lessor bearing Document No. 33893; and

WHEREAS, Lessor and Lessee are mutually desirous of amending said Lease;

NOW THEREFORE, for valuable consideration, said Lease is hereby amended in the following respects and no others, and except as expressly amended, all terms, covenants and conditions of said Lease shall remain in full force and effect:

**A. Said Lease is hereby amended by deleting Paragraph 2(a) in its entirety and substituting Paragraph 2(a) in its place, as follows:**

- 2(a) Effective as of December 1, 2016, for the ten (10) year period commencing December 1, 2016 and ending November 30, 2026, a minimum of seven million six hundred fifty thousand five hundred and forty-one Dollars (\$7,650,541) per year, or the cumulative total of the percentage rents per year as provided in (b) below, whichever is greater.

**B. Said Lease is hereby amended by deleting Paragraph 2(b)(1) in its entirety and substituting Paragraph 2(b)(1) in its place, as follows:**

2(b)(1)

Time Period	Percentage Rental on Guest Room Gross Income
December 1, 2016 through November 30, 2036	Seven percent (7%)
December 1, 2036 through November 30, 2046	Seven and one-quarter percent (7.25%)

December 1, 2046 through November 30, 2056	Seven and one-half percent (7.5%)
December 1, 2056 through November 30, 2061	Seven and three-quarters percent (7.75%)

Guest Room Gross Income shall mean all gross income from the rental of guest rooms (including the gross income from in-room movies and similar forms of in-room entertainment) and the rental of conference and banquet rooms (including related accommodation sales and services provided to conference and banquet room users), except as hereafter expressly provided in (j) below, which exception applies to all of the periods described above.

**C. Said Lease is hereby amended by deleting Paragraph 2(c) in its entirety and substituting Paragraph 2(c) in its place, as follows:**

- 2(c) It is specifically agreed that the yearly minimum rental shall be adjusted on December 1, 2026 and every ten (10) years thereafter to seventy-five percent (75%) of the average percentage rental paid during the three accounting years immediately preceding the adjustment date.

**D. Said Lease is hereby amended by deleting Paragraph 2(d) in its entirety.**

Except as set forth in Section B. of this Amendment No. 2 above, all other percentage rents set forth in Paragraph 2(b) of the Lease shall remain unchanged during the Term of the Lease.

**E. Said Lease is hereby amended by adding language to the end of Paragraph 9 as follows:**

Notwithstanding the foregoing, so long as Pacific Gateway, Ltd. is the Lessee under this Lease, from time to time during the term of this Lease, Lessor shall consent to a sublease by Pacific Gateway, Ltd. of the entire Leased Premises to a taxable REIT subsidiary that is and continues to be wholly owned by Lessee. Lessor may not, as a condition to such consent, require any amendments to this Lease or in the amount of rent payable hereunder.

**F. Said Lease is hereby amended by deleting Paragraph 12 in its entirety and substituting Paragraph 12 in its place, as follows:**

**12. EMINENT DOMAIN.**

If any public authority takes the whole or a substantial part of the Leased Premises under the power of eminent domain, then the term of this Lease shall cease as to the part so taken from the day possession of that part is taken. Further, the rent shall be paid up to that day. Lessee shall then have the right either to: (i) cancel this Lease and declare the same null and void; or (ii) continue in possession of the remainder of

the Leased Premises under the then-current Lease terms. Provided, however, the minimum annual rent shall be reduced in proportion to the value of the portion of the Leased Premises taken.

If less than the whole or a substantial part of the Leased Premises are so taken, then the term of this Lease shall cease as to the part so taken from the day possession of that part is taken. Furthermore, this Lease shall otherwise remain in full force and effect as to the remainder of the Leased Premises under the then-current Lease terms. Provided, however, the minimum annual rent shall be reduced in proportion to the value of the portion of the Leased Premises taken. A part taken shall be deemed "substantial" if it is of such a nature and to such an extent that Lessee cannot reasonably and economically use the remaining part for the purposes permitted under this Lease.

If there is a Consented-to-Lender, Lessee may not exercise its right to terminate this Lease as provided above without the Consented-to-Lender's prior written consent. Further, all amounts payable to Lessee pursuant to this Paragraph shall instead be paid to said Consented-to-Lender. Any such Consented-to-Lender shall have the right to participate in any condemnation proceeding affecting the Leased Premises.

The award Lessee shall receive for a taking pursuant to the power of eminent domain shall be the then-present worth of the use of the improvements and personal property constructed, installed, and/or owned by Lessee on, in, and to the portion of the Leased Premises so taken but in the event of a taking of the whole or a substantial part of the Leased Premises no less than the unpaid amount of the indebtedness of Lessee to a Consented-to-Lender. The amount of the then-present worth shall be calculated based on the remaining term of this Lease, provided that: (i) Lessee shall assert no claim for loss of bonus value in this Lease; and (ii) Lessor shall receive the balance of the award. Title to remaining improvements and personal property constructed and installed by Lessee shall remain vested in Lessee for all purposes in connection with this Paragraph.

For purposes of this Paragraph, all amounts paid pursuant to any agreement with any condemning authority in settlement of or under threat of condemnation affecting the Leased Premises shall be deemed an award for purposes of this Paragraph. In addition to any other amounts to which Lessee is entitled as set forth above, Lessee shall be entitled to pursue any rights and remedies it may have against such condemning authority for: (i) any of Lessee's personal property; (ii) compensation pursuant to the provisions of California Government Code Section 7262 et seq.; (iii) compensation for loss of good will pursuant to California Code of Civil Procedure Section 1263.510 et seq.; and (iv) any other personal rights and remedies to which the occupant and user of the condemned portion of the Leased Premises may be entitled under law. Said amounts shall not be deemed a part of an "award" as provided above.

**G. Said Lease is hereby amended by deleting Paragraph 18 in its entirety and substituting Paragraph 18 in its place, as follows:**

- 18. CONFORMANCE WITH LAWS AND REGULATIONS.** Lessee agrees that, in all activities on or in connection with the Leased Premises, and in all uses thereof, including the making of any alterations, changes, installations, or other improvements, it will abide by and conform to all laws and regulations. Said laws and regulations shall include, but are not limited to those prescribed by the San Diego Unified Port District Act; any ordinances of the city in which the Leased Premises are located, including the Building Code thereof; any ordinances and general rules of Lessor, including tariffs; and any applicable laws of the state of California and federal government, as any of the same now exist or may hereafter be adopted or amended. In particular and without limitation, Lessee shall have the sole and exclusive obligation and responsibility to comply with the requirements of: (i) Article 10 of Lessor Code entitled "Stormwater Management and Discharge Control," and (ii) the Americans With Disabilities Act of 1990, including but not limited to regulations promulgated thereunder, and Lessor shall have no such obligations or responsibilities as to the Leased Premises.

Lessee acknowledges that on December 10, 2013 Lessor adopted a climate action plan, a copy of which is available on-line at <http://www.portofsandiego.org/environment/3414-port-of-san-diego-adopts-climate-action-plan.html>, (the "CAP") and that the CAP is a framework document which provides as one of its goals the adoption by Lessor of a Sustainable Leasing Policy (the "SLP"). Lessee also acknowledges that Lessor desires that leases and lease amendments that it enters into prior to adoption of a SLP include specific operations requirements which reflect the goals of the CAP and which are likely to be the types of operational requirements required under the SLP when adopted. At any time during the term of this Lease, if an amendment to this Lease is required, Lessee and Lessor shall negotiate an amendment for the purpose of adding as a Lessee obligation the adoption, implementation and monitoring of specific operational requirements of the type generally described in the CAP and consistent with the objectives of the CAP provided, however, such requirements must not change the economic provisions of the Lease and be commercially reasonable and feasible and consistent with both the CAP and the allowable uses and terms and conditions of this Lease. The requirements agreed to by Lessor and Lessee may by their terms include a procedure for the review of the sustainability measures including their effectiveness and actual costs and, in connection with such review, Lessor may agree to modify such measures in its reasonable discretion. Such requirements will be distinct and separate from any environmental mitigation required under California Environmental Quality Act (CEQA) or other laws, rules, or regulations. Following the adoption of the SLP, Lessee agrees that the provisions of the SLP will be fully incorporated into the terms of any future amendments to this Lease, however, such requirements must not change the economic provisions of the Lease and be commercially reasonable and feasible.

- H. **Said Lease is hereby amended by deleting Paragraph 19 and Paragraph 40 in their entirety and substituting Paragraph 19 in their place, as follows:**

19. **EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION**

**Compliance with Employment and Labor Requirements.**

Lessee shall comply with the Federal Fair Labor Standards Act of 1938; the Federal Labor-Management Reporting and Disclosure Act of 1959; the Occupational Safety and Health Act of 1970; the California Constitution; and any other Laws now existing or hereinafter enacted, regarding employment and labor practices. Lessee shall also comply with the National Labor Relations Act, including the provisions with respect to the rights of employees to organize.

**Nondiscrimination.**

Lessee shall comply with Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the California Constitution; the California Fair Employment and Housing Act; the ADA; and any other applicable Laws now existing or hereinafter enacted, requiring equal employment opportunities or prohibiting discrimination. This shall include without limitation, laws and regulations prohibiting discrimination because of race, color, religion, sex, national origin, ancestry, physical or mental disability, veteran status, medical condition, marital status, age, sexual orientation, pregnancy, or other non-job related criteria. In complying with all such Laws, including without limitation the ADA, Lessee shall be solely responsible for such compliance and required programs, and there shall be no allocation of any such responsibility between Lessor and Lessee. Each sublessee shall comply with the requirements of this Paragraph 19.

- I. **Said Lease is hereby amended by adding Paragraph 51, as follows:**

51. **COMPLIANCE WITH PREVAILING WAGE LAWS**

Lessee acknowledges and agrees that:

- (a) It is the sole and exclusive responsibility of the Lessee, and not Lessor, 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 Lessee, shall comply with the requirements of California's prevailing wages laws (the "PWL"); and,
- (b) It is the sole and exclusive responsibility of Lessee, and not Lessor, to determine whether such construction or work of improvement is subject to the PWL by obtaining a determination by means that do not involve Lessor. If such construction or work of improvement is determined to be subject to the PWL, Lessee 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.

**ABSTRACT OF LEASE AMENDMENT NO. 2**

**J. ABSTRACT OF LEASE AMENDMENT NO. 2 ("Abstract"):** This is the final Paragraph and Abstract of Lease Amendment No. 2, dated \_\_\_\_\_, 20\_\_\_\_, between SAN DIEGO UNIFIED PORT DISTRICT, Lessor, and PACIFIC GATEWAY, LTD., a California limited partnership, Lessee, concerning the Leased Premises described in Exhibits "A" and "B," attached hereto and by this reference made a part hereof.

For good and adequate consideration, Lessor leases the Leased Premises to Lessee, and Lessee hires them from Lessor, for the term and on the provisions contained in Lease dated December 5, 1995, Lease Amendment No. 1, and this Lease Amendment No. 2, including without limitation provisions prohibiting assignment, subleasing, and encumbering said leasehold without the express written consent of Lessor in each instance, all as more specifically set forth in said Lease and said Lease Amendment, which are incorporated in this Abstract by this reference.

The term is Sixty-Six (66) years, beginning December 1, 1995, and ending on November 30, 2061. This Lease Amendment No. 2 shall become effective as of \_\_\_\_\_, 20\_\_\_\_.

This Abstract is not a complete summary of the Lease Amendment No. 2. Provisions in this Abstract shall not be used in interpreting the Lease Amendment No. 2 provisions. In the event of conflict between this Abstract and other parts of the Lease Amendment No. 2, the other parts shall control. Execution hereof constitutes execution of the Lease Amendment No.2 itself.

APPROVED AS TO FORM AND LEGALITY  
GENERAL COUNSEL

**SAN DIEGO UNIFIED PORT DISTRICT**

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

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

**PACIFIC GATEWAY, LTD., a California  
limited partnership**

By: **S.D. Hotels LLC, its general  
partner**

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

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

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

**(FOR USE BY PACIFIC GATEWAY, LTD., a California limited partnership)**

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: \_\_\_\_\_

\_\_\_\_\_  
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RIGHT THUMBPRINT  
OF SIGNER

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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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RIGHT THUMBPRINT  
OF SIGNER

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**(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**

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

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

\_\_\_\_\_  
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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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**PARCEL NO. 1**

Beginning at Harbor Line Station No. 458 on the U.S. Bulkhead Line, as said U.S. Bulkhead Line is now established for the Bay of San Diego and delineated on map entitled "Harbor Lines, San Diego Bay, California, File No. (D.O. Series) 426", approved by the Secretary of the Army, April 29, 1963, and filed in the Office of the District Engineer, Los Angeles, California, said Harbor Line Station being the TRUE POINT OF BEGINNING of Parcel No. 1; thence leaving said Harbor Line Station north 50°19'08" west a distance of 37.88 feet; thence north 89°06'03" west a distance of 71.79 feet to the most southeasterly corner of an area now under lease to Manchester Resorts, L.P., as amended, recorded in the Office of the San Diego Unified Port District Clerk, July 16, 1993 as Document No. 30146; thence along the easterly limits of said leasehold north 0°53'57" east a distance of 201.00 feet; thence south 89°06'03" east a distance of 80.02 feet; thence north 33°36'20" east a distance of 408.12 feet to a point on the southerly right of way line of Harbor Drive, as said that portion of Harbor Drive was established as and for a public street by the City of San Diego Council Resolution No. 285377, adopted February 27, 1995, and filed in the Office of the City Clerk; thence along said southerly right of way south 57°50'58" east a distance of 204.44 feet to a point on a curve concave to the southwest having a radius of 949.00 feet, the center of which bears south 26°41'28" west; thence southeasterly along said curve and continuing along said southerly right of way line of Harbor Drive through a central angle of 6°54'52" an arc distance of 114.53 feet to a point which bears north 33°36'20" east from the center of said 949.00 foot radius curve, said point being on the southerly right of way line of that portion of Harbor Drive established as and for a public street by City of San Diego Council Resolution No. 259568, adopted November 7, 1983, also filed in the Office of the City Clerk, said point also being on a line parallel with and distant 152.00 feet southwesterly from that traverse line commonly known as the Williams Base Line (south 56°23'41" east-record), as said Williams Base Line is delineated on map entitled "Map of the Lands Transferred to the San Diego Unified Port District Pursuant to Chapter 67, Statutes of 1962, 1st E.S., Vicinity of San Diego Bay, San Diego County, California," filed in the Office of the San Diego County Recorder, May 28, 1976, as Miscellaneous Map No. 564, File No. 76-164686; thence continuing along said right of way line of Harbor Drive and the said parallel line south 56°23'40" east a distance of 794.92 feet; thence leaving said southerly right of way line of Harbor Drive and said parallel line south 78°36'20" west a distance of 300.32 feet; thence south 11°23'40" east a distance of 499.62 feet; thence south 50°19'08" east a distance of 370.00 feet; thence south 39°40'52" west a distance of 150.00 feet to a point on the above described U. S. Bulkhead Line; thence along said U. S. Bulkhead Line north 50°19'08" west a distance of 1,475.43 feet to the TRUE POINT OF BEGINNING of Parcel No. 1, containing 759,267 square feet or 17.43 acres of tideland area.

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DRAWN <u>AS/MN</u> CHECKED <u>AS/MN</u> REVIEWED <u>AS/MN</u> APPROVED <u>Marino W. Paul</u> DIRECTOR OF ENGINEERING	<b>SAN DIEGO UNIFIED PORT DISTRICT</b> <b>TIDELAND LEASE</b> Within Corporate Limits of San Diego <b>PACIFIC GATEWAY, LTD.</b> A California Limited Partnership	DATE <u>3 Nov. 1995</u> SCALE <u>6004</u> REP. <u>6004</u> DRAWING NO. <b>019-003</b>
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EXHIBIT A

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**PARCEL NO. 1A (Portion of Parcel No. 1)**

A nonexclusive public pedestrian and bicycle pathway access easement 14.00 feet in width, lying 7.00 feet on each side of the following described center line:

Commencing at the most southwesterly corner of the above described Parcel No. 1; thence along the westerly line of said Parcel No. 1 north 0°53'57" east a distance of 7.00 feet to the TRUE POINT OF BEGINNING of Parcel No. 1A; thence along a line parallel with and distant 7.00 feet northerly from the southerly limits of the above described Parcel No. 1 south 89°06'03" east a distance of 74.25 feet; thence continuing along said 7.00 foot parallel line south 50°19'08" east a distance of 1,515.78 feet to a point on the southeasterly line of said Parcel No. 1, said point being the POINT OF TERMINUS of Parcel No. 1A, containing 22,260 square feet or 0.51 acre of tideland area.

**PARCEL NO. 1B (Portion of Parcel No. 1)**

A nonexclusive public pedestrian access easement 10.00 feet in width, lying 5.00 feet on each side of the following described center line:

Commencing at the most easterly corner of the above described Parcel No. 1; thence along said Parcel No. 1 north 50°19'08" west a distance of 365.00 feet to the TRUE POINT OF BEGINNING of Parcel No. 1B, thence over and across said Parcel No. 1 south 39°40'52" west a distance of 136.00 feet to a point on the northerly limit line of the above described Parcel No. 1A, said point being the POINT OF TERMINUS of Parcel No. 1B, containing 1,360 square feet or 0.03 acre of tideland area.

**PARCEL NO. 2**

Beginning at the above described Harbor Line Station No. 458 on the U.S. Bulkhead Line, said Harbor Line Station being the TRUE POINT OF BEGINNING of Parcel No. 2; thence along said U. S. Bulkhead Line south 50°19'08" east a distance of 1,400.58 feet; thence leaving said U. S. Bulkhead Line south 39°40'52" west a distance of 500.00 feet; thence north 50°19'08" west a distance of 1,639.13 feet; thence north 0°08'24" east a distance of 244.10 feet to a point on the southerly line of an area now under lease to the San Diego Seaport Village, Ltd., as amended, recorded in the Office of the San Diego County Recorder, June 3, 1992 as Document No. 0345880; thence along said San Diego Seaport Village, Ltd. leasehold south 89°06'03" east a distance of 246.45 feet; thence north 0°53'57" east a distance of 20.00 feet; thence

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DRAWN <u>AS/MN</u> CHECKED <u>BOURKE</u> REVIEWED <u>BOURKE</u> APPROVED <u>Marino A. Paoli</u> DIRECTOR OF ENGINEERING	<b>SAN DIEGO UNIFIED PORT DISTRICT</b> <b>TIDELAND LEASE</b> Within Corporate Limits of San Diego <b>PACIFIC GATEWAY, LTD.</b> A California Limited Partnership	DATE <u>3 Nov. 1995</u> SCALE _____ REF. <u>6004</u> DRAWING NO. <u>019-003</u>
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leaving said San Diego Seaport Village, Ltd. leasehold and along the southerly line of the above described Manchester Resorts, L.P. leasehold south 89°06'03" east a distance of 154.60 feet to the most southwesterly corner of the above described Parcel No. 1; thence leaving said Manchester Resorts, L.P. leasehold and along said Parcel No. 1 south 89°06'03" east a distance of 71.79 feet; thence south 50°19'08" east a distance of 37.88 feet to the TRUE POINT OF BEGINNING of Parcel No. 2, containing 826,936 square feet or 18.98 acres of water covered area.

### PARCEL NO. 3

A nonexclusive easement for navigation purposes, to be used in common with others, the area of which is described as follows:

Beginning at the most northwesterly corner of the above described Parcel No. 2, said point lying on the southerly line of the above described San Diego Seaport Village, Ltd. leasehold, said point also being the TRUE POINT OF BEGINNING of Parcel No. 3; thence along the southwesterly and southeasterly limits of the above described Parcel No. 2 south 0°08'24" west a distance of 244.10 feet; thence south 50°19'08" east a distance of 1,639.13 feet; thence north 39°40'52" east a distance of 500.00 feet to a point on the southerly line of the above described Parcel No. 1; thence along said southerly line of Parcel No. 1 south 50°19'08" east a distance of 32.00 feet; thence leaving said southerly line of Parcel No. 1 south 39°40'52" west a distance of 564.00 feet; thence north 50°19'08" west a distance of 502.08 feet; thence south 39°40'52" west a distance of 436.08 feet (436.00 feet-record) to a point on the U. S. Pierhead Line, as said U. S. Pierhead Line is now established for the Bay of San Diego and delineated on the above described Harbor Lines Map; thence along said U. S. Pierhead Line north 50°19'08" west a distance of 100.00 feet; thence leaving said U. S. Pierhead Line north 39°40'52" east a distance of 436.08 feet (436.00 feet-record); thence north 50°19'08" west a distance of 1,057.71 feet; thence north 0°08'24" east a distance of 301.10 feet to a point on the southerly line of the above described San Diego Seaport Village, Ltd. leasehold; thence along said southerly line south 89°06'03" east a distance of 32.00 feet to the TRUE POINT OF BEGINNING of Parcel No. 3, containing 174,921 square feet or 4.02 acres of water covered area.

The above described lease and easement areas are those delineated on Drawing No. 019-003, dated 3 November 1995, Sheets 1 through 9, and made a part of this agreement.

Page 3 of 3

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DRAWN <u>AS/MN</u> CHECKED <u>[Signature]</u> REVIEWED <u>[Signature]</u>	<b>SAN DIEGO UNIFIED PORT DISTRICT</b>  TIDELAND LEASE Within Corporate Limits of San Diego PACIFIC GATEWAY, LTD. A California Limited Partnership	DATE <u>3 Nov. 1995</u> SCALE _____ REF. <u>6004</u>
APPROVED <u>[Signature]</u> DIRECTOR OF ENGINEERING		DRAWING NO. 019-003

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**TRAVERSE DATA:**

- |   |                                      |
|---|--------------------------------------|
| ① N50°19'08"W-37.88'  | ①7 N50°19'08"W-365.00'               |
| ② N89°06'03"W-71.79'  | ①8 S39°40'52"W-136.00'               |
| ③ N0°53'57"E-201.00'  | ①9 S50°19'08"E-1,400.58'             |
| ④ S89°06'03"E-80.02'  | ②0 S39°40'52"W-500.00'               |
| ⑤ N33°36'20"E-408.12'   | ②1 N50°19'08"W-1,639.13'             |
| ⑥ S57°50'58"E-204.44'   | ②2 N0°08'24"E-244.10'                |
| ⑦ $\Delta=6^{\circ}54'52''$<br>R=949.00'<br>T=57.33'<br>L=114.53' | ②3 S89°06'03"E-246.45'               |
| ⑧ S56°23'40"E-794.92'   | ②4 N0°53'57"E-20.00'                 |
| ⑨ S78°36'20"W-300.32'   | ②5 S89°06'03"E-154.60'               |
| ⑩ S11°23'40"E-499.62'   | ②6 S50°19'08"E-32.00'                |
| ⑪ S50°19'08"E-370.00'   | ②7 S39°40'52"W-564.00'               |
| ⑫ S39°40'52"W-150.00'   | ②8 N50°19'08"W-502.08'               |
| ⑬ N50°19'08"W-1,475.43'   | ②9 S39°40'52"W-436.08'(436.00'-REC.) |
| ⑭ N0°53'57"E-7.00'  | ③0 N50°19'08"W-100.00'               |
| ⑮ S89°06'03"E-74.25'  | ③1 N39°40'52"E-436.08'(436.00'-REC.) |
| ⑯ S50°19'08"E-1,515.78'   | ③2 N50°19'08"W-1,057.71'             |
|   | ③3 N0°08'24"E-301.10'                |
|   | ③4 S89°06'03"E-32.00'                |

DRAWN ASHOR BANTON  
 CHECKED BOURKE  
 REVIEWED WJ

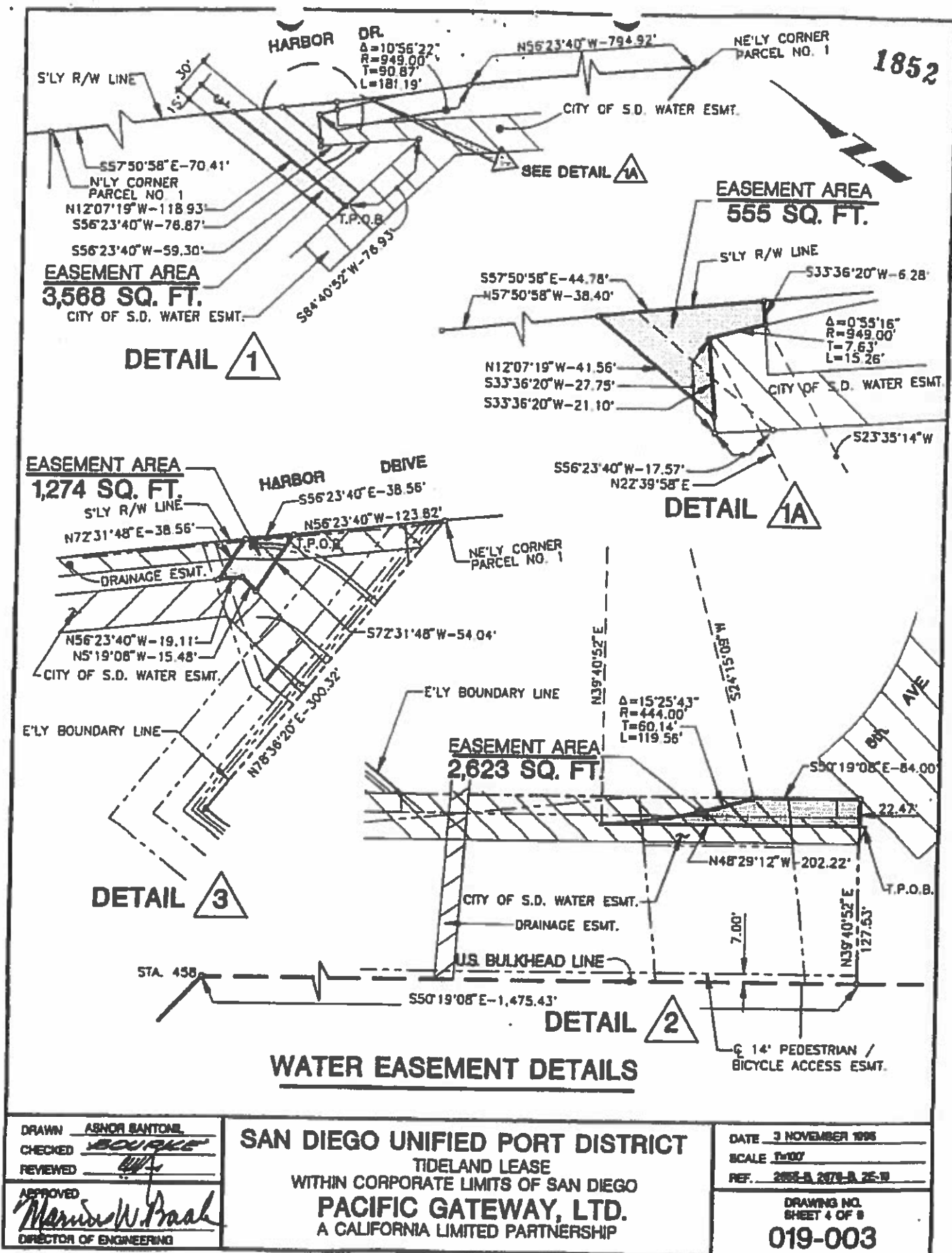
APPROVED  
Marius W. Basch  
 DIRECTOR OF ENGINEERING

**SAN DIEGO UNIFIED PORT DISTRICT**  
 TIDELAND LEASE  
 WITHIN CORPORATE LIMITS OF SAN DIEGO  
**PACIFIC GATEWAY, LTD.**  
 A CALIFORNIA LIMITED PARTNERSHIP

DATE 9 NOVEMBER 1996  
 SCALE NO SCALE  
 REF. 2848-B, 2E-19

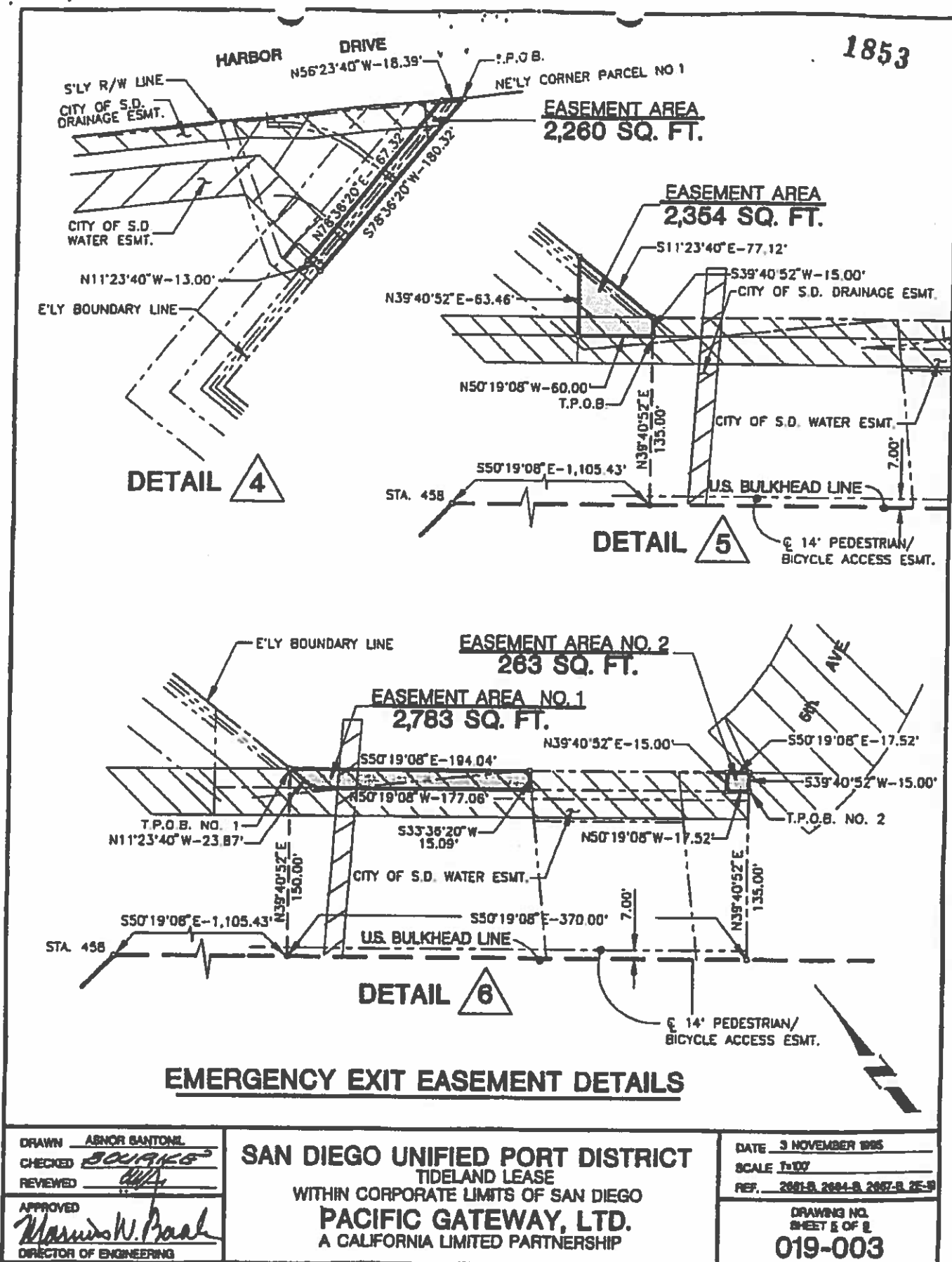
DRAWING NO.  
 SHEET 3 OF 9  
**019-003**

33656

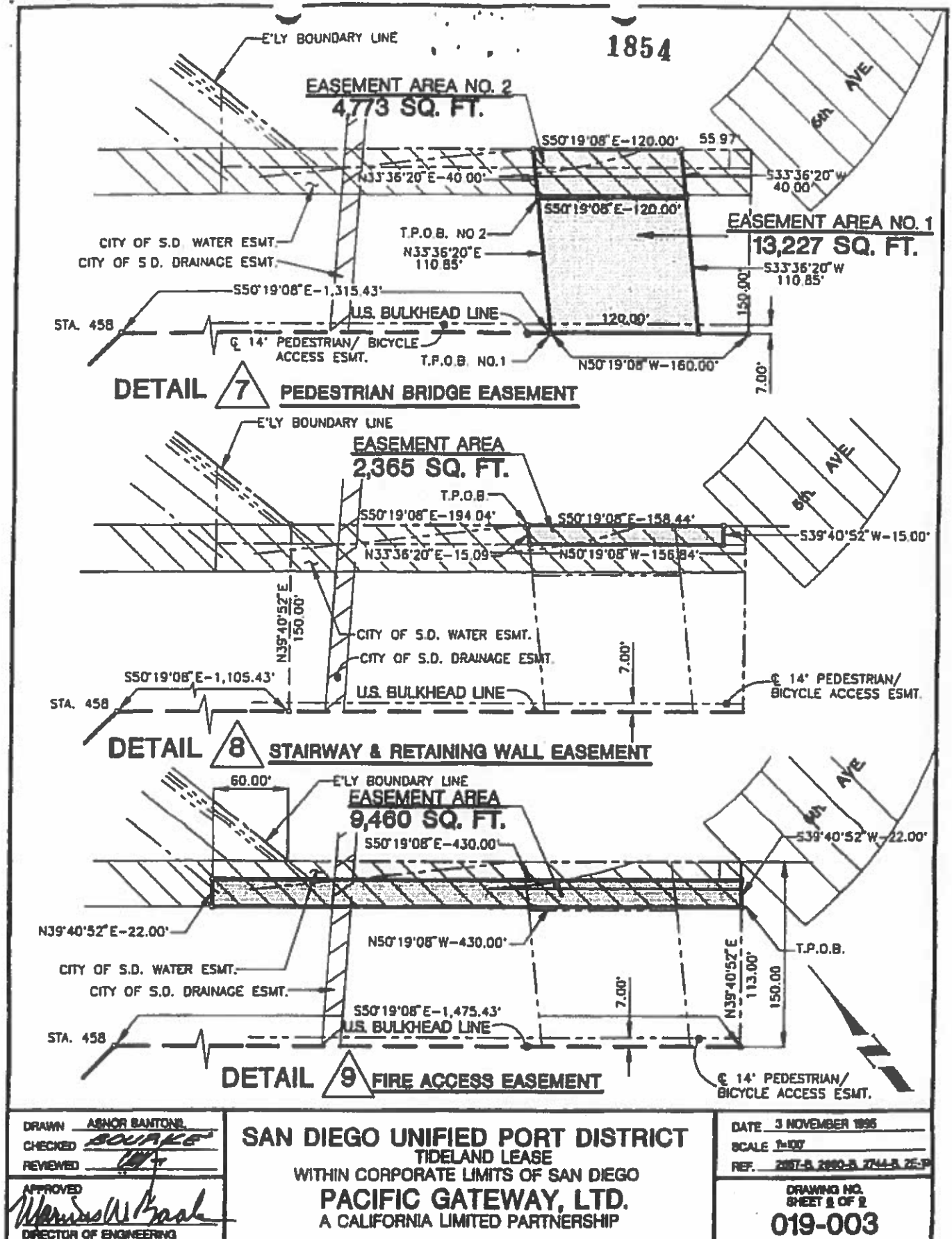


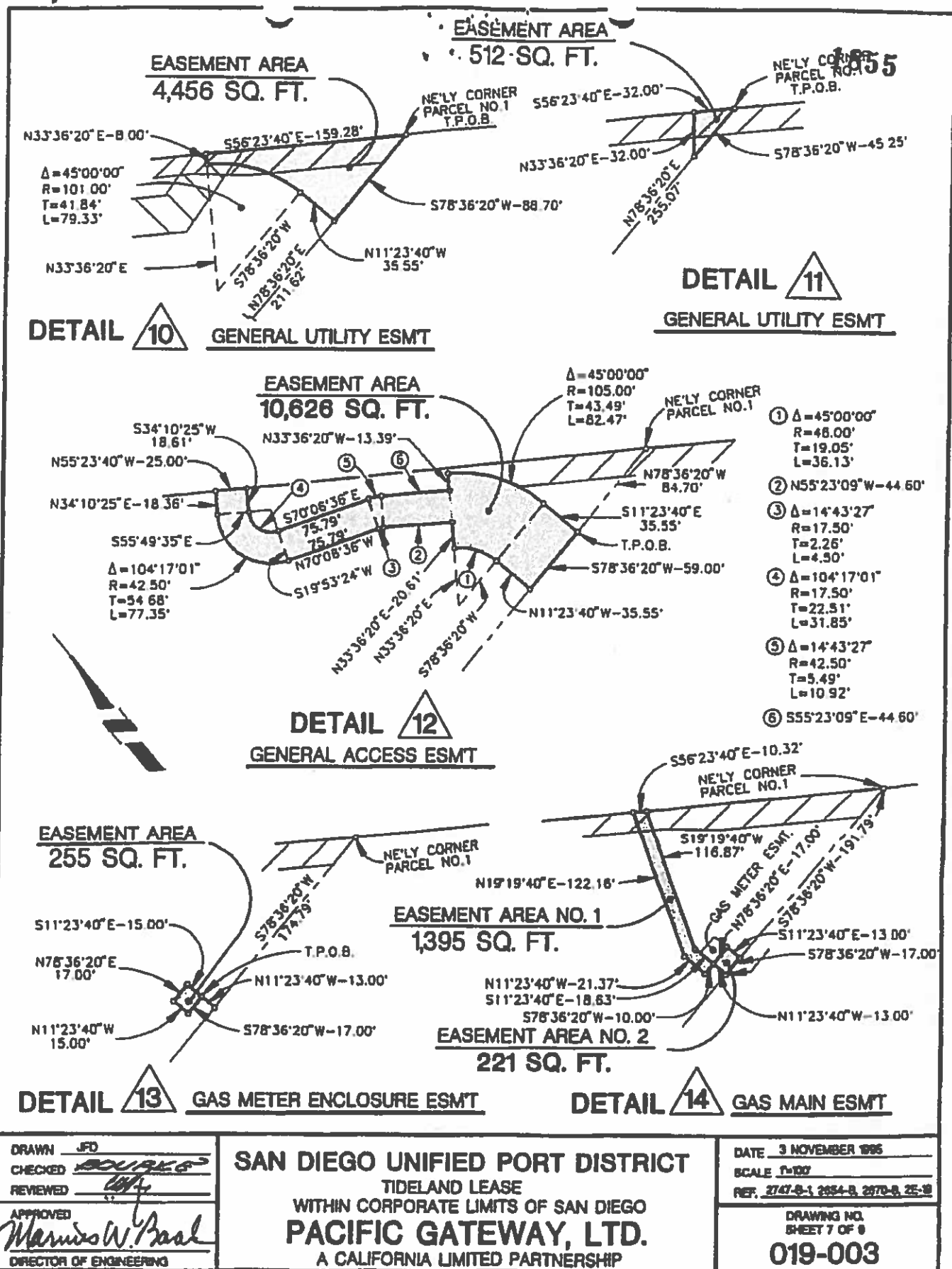
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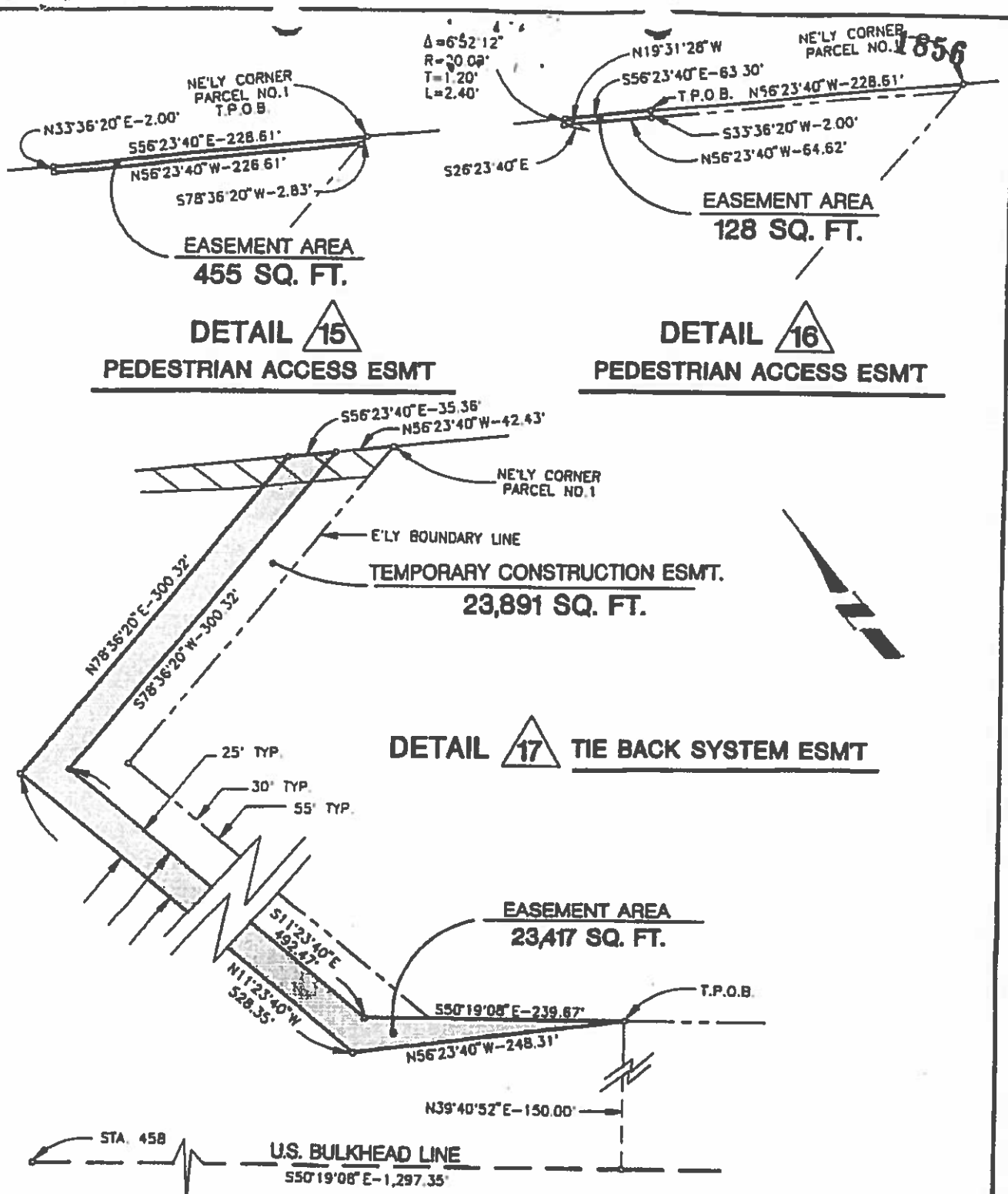












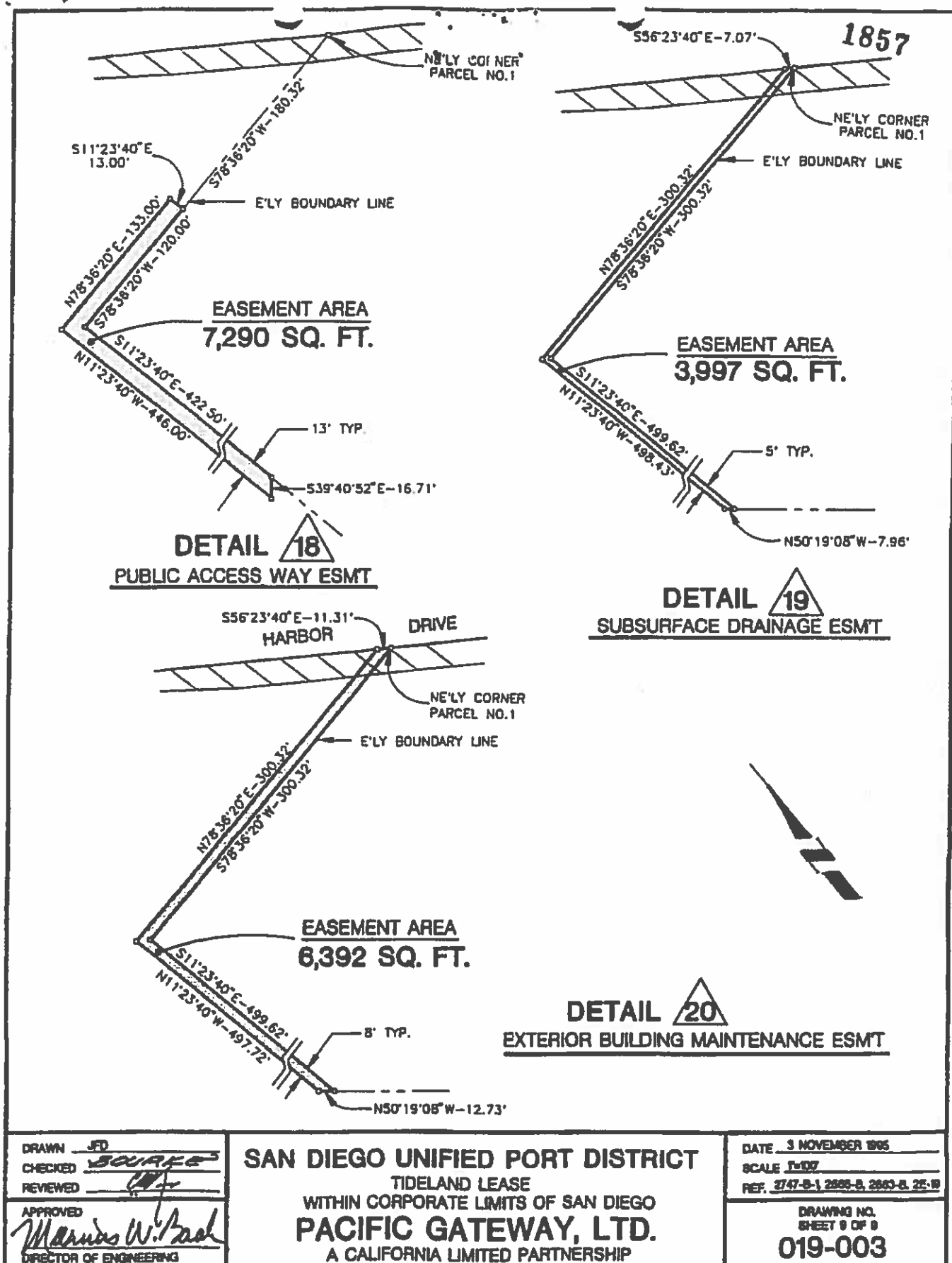
DRAWN JFD  
CHECKED *Bourke*  
REVIEWED *WJL*  
APPROVED *Marino W. Paal*  
DIRECTOR OF ENGINEERING

**SAN DIEGO UNIFIED PORT DISTRICT**  
TIDELAND LEASE  
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DATE 3 NOVEMBER 1995  
SCALE 1"=100'  
REF. 2744-B, 3124-B, 3125-B, 25-B

DRAWING NO.  
SHEET 8 OF 9  
**019-003**

33656



DRAWN JFD  
CHECKED *BOURKE*  
REVIEWED *W. Paul*

APPROVED  
*Morris W. Paul*  
DIRECTOR OF ENGINEERING

**SAN DIEGO UNIFIED PORT DISTRICT**  
TIDELAND LEASE  
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**PACIFIC GATEWAY, LTD.**  
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DATE 3 NOVEMBER 1965  
SCALE 1"=100'  
REF. 2747-B-1, 2868-B, 2869-B, 2870-B

DRAWING NO.  
SHEET 9 OF 9  
**019-003**

33656