

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

San Diego Gas & Electric Company  
Land Services Department  
8690 Balboa Ave.  
San Diego, CA 92123-1569  
Attn: Real Estate Records – CPA01

WITH A COPY TO:

District Clerk )  
San Diego Unified Port District )  
Post Office Box 120488 )  
San Diego, CA 92112-0488 )

No Document Fee  
Recordation for Benefit of San Diego Gas & Electric Company  

---

(Space Above this Line for Recorder's Use)

The undersigned District declares that the Documentary 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"), a non-exclusive easement for uses as specified in Paragraph 2 ("Easement") in, on, over, under, across and through the following property located in the County of San Diego, State of California:

Approximately 13,382 square feet of tideland area located in the city of Chula Vista, California, designated as Project Number [INSERT] and Notification Number [INSERT] by Grantee and more particularly described and delineated on Exhibits "A" and "B", attached hereto and made a part hereof ("Easement Area").

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 overhead and underground electrical facilities for the transmission and electrical 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 for underground communication facilities and underground appurtenances used solely and exclusively for SDG&E internal communications ("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 of its lessee's activities within such adjacent lands.

4. **Term:** The term of this Easement ("Term") shall be for a period of ten (10) years effective December 10, 2021 ("Commencement Date") and ending ten (10) years later on December 10, 2031 (the "Expiration Date") unless sooner terminated as herein provided.
5. **Grantee's Improvements and Repairs:** Initial construction, reconstruction, reconfiguring, replacements, substitutions, changes, and upgrades to the Facilities shall require Grantor's written approval, which shall not be unreasonably withheld, delayed or conditioned; provided that Grantee may inspect the Facilities and make like-kind replacements to Facilities for repair purposes without prior approval and subject to the other terms hereof. 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 and to such applicable laws and regulations of the California Public Utilities Commission ("CPUC"); provided that in the event of a conflict between applicable laws and regulations of CPUC and other applicable laws and regulations, the laws and regulations of CPUC shall control. 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, subject to Grantor's written approval in accordance with Paragraph 5 above, Grantee shall use reasonable efforts to 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 reasonably practicable to do.
  - b. **By Grantor:** Conduits carry high voltage electrical conductors, and pipelines may carry volatile materials; therefore, Grantor shall not make or authorize any excavation or penetrate the ground in any manner within the Easement Area without first obtaining Grantee's prior written permission (including any necessary prior approval of the CPUC), 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.

---

<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.

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 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, without the prior written consent of Grantee, which consent shall not be unreasonably withheld, delayed or conditioned, Grantor shall not (and shall not authorize another party to): (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. 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 all of the then-current customary safety standards, standard engineering practices, setbacks, and applicable government regulations, including, without limitation, pertinent General Orders of the CPUC and standards for vertical and horizontal clearances between the ground surface and Grantee's Facilities), Grantor retains the right to construct, reconstruct and maintain aboveground improvements that do not interfere with the safe operation of Grantee's Facilities 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, or construction staging (which Grantee agrees does not constitute a "building or "structure" hereunder so long as such construction staging does not conflict with Grantee's rights under this Easement); and provided, further, that such improvements do not penetrate the ground or require excavation and/or grading to a depth of more than eighteen (18) inches within the Easement Area.
9. **Ground Surface Elevations:** Grantor shall not increase or decrease the ground surface elevations within this Easement Area, without prior written consent of Grantee, including any necessary prior approval of the CPUC, which consent shall not be unreasonably withheld, conditioned, or delayed.
10. **Grantee's Rights:** Grantee shall have all rights and powers, but is not hereby obligated to: (A) keep the Easement Area 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 so that Grantor may, in Grantor's discretion, provide such notification to any lessee of such work and 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: If, during the Term of this Easement, Grantor or any party by, through or under Grantor, desires Grantee to relocate all or part of its Facilities, then Grantor shall provide another easement in a location satisfactory to Grantee for the placement of its Facilities upon at least the same terms and conditions of this Easement, except for property location, and shall compensate Grantee for the actual cost of Grantee relocating its Facilities, and Grantee shall reconvey the portion of the Easement previously required for such relocated Facilities within the later of one hundred eighty (180) days after receipt of Grantor's written request or the time required for Grantee to obtain any and all agency or jurisdictional requirements, permits and approvals necessary to relocate the Facilities, including but not limited to any pre-approval required from the CPUC, and provided that Grantee diligently pursues such CPUC approval. Notwithstanding the foregoing, in the event that the Facilities are relocated to publicly dedicated street acceptable to Grantee in its reasonable discretion, Grantor shall not be required to provide another easement to Grantee in connection with the relocated Facilities. Grantor and Grantee acknowledge and agree that Grantor plans to request removal and relocation of the Facilities and the Easement (to the extent a new Easement is required in connection with the relocation) following the completion of certain infrastructure improvements to G Street and H Street located in Chula Vista, California, and Grantor shall cause Grantee to be compensated for the actual cost of any removal and relocation completed by Grantee.

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 shall provide another easement in a location satisfactory to Grantor and Grantee for the placement of Grantee's Facilities upon at least the same terms and conditions of this Easement, except for property location. Grantor agrees that such approval shall not be unreasonably withheld, delayed, or conditioned.

12. **Indemnification**: Grantee shall at all times indemnify, defend and save harmless Grantor from and against and pay in full any and all claims, loss, damage or expense (collectively "Claims") that Grantor sustains, incurs or is liable for including any Claims arising out of (A) the actions of Grantee, its contractors, subcontractors, officers, agents, representatives, invitees, licensees and/or employees 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 the actions of Grantee, its contractors, subcontractors, officers, agents, representatives, invitees, licensees and/or employees 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.
13. **Compliance with Prevailing Wage Laws**: Grantee acknowledges and agrees that: (A) it is the sole and exclusive responsibility of 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 applicable requirements of California's prevailing wage laws (the "PWL"); and (B) 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.

14. **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, if any.
15. **Abandonment of Facilities and Easement:** If Grantee, in its sole discretion, determines that the Facilities or the Easement are no longer required for the conduct of its business at any time during the Term, then Grantee shall provide written notice to Grantor that Grantee desires to remove the Facilities at Grantee's sole cost and expense and, upon completion of the removal, Grantee shall promptly furnish Grantor a good and sufficient Quitclaim Deed 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 or Easement for a period of five (5) consecutive years, Grantor shall have the right to terminate this Easement and Grantee shall promptly remove the Facilities at Grantee's sole cost and expense, and, upon completion of the removal, Grantee shall promptly furnish Grantor a good and sufficient Quitclaim Deed of all of Grantee's right, title, and interest in and to this Easement. Any removal work shall be done in a good and workmanlike manner and in accordance with Paragraphs 5, 6 and 16 and comply with all applicable, laws, statutes, ordinances, or other governmental rules, regulations, requirements, and/or approvals, which may include CPUC approval.
16. **Removal of Facilities:** One hundred and eighty (180) days prior to the Expiration Date, 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 use reasonable efforts to approve, disapprove or condition such course of action in writing within ninety (90) calendar days; provided that (A) Grantor's approval shall not be unreasonably withheld, conditioned or delayed and (B) it shall not be unreasonable for Grantor to condition its approval on removal of the Facilities. Notwithstanding the foregoing, Grantee shall have the later of one hundred eighty (180) days from receipt of written request from Grantor or the time required for Grantee to obtain any and all agency or jurisdictional requirements, permits and approvals necessary, including but not limited to CPUC approval, to remove the Facilities; provided, that Grantee diligently pursues such required approvals and the satisfaction of any other requirements. Grantee's failure to initially inform Grantor regarding Grantee's proposed course of action with respect to the removal and/or abandonment of the Facilities within the Easement Area as set forth above shall not be a default under the terms of this Easement; provided that at any time after the date that is one-hundred and eighty (180) days prior to the Expiration Date, Grantor may send a written request for Grantee's proposed course of action, and Grantee shall respond with its proposed course of action within thirty (30) days of receipt of such request. Upon receipt of Grantee's proposed course of action, the procedures outlined above in this Section 16 shall apply.
17. **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  
8690 Balboa Avenue, CPA-01  
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.

18. **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 by a third party without the prior written consent of the Grantor, which consent shall not be unreasonably withheld, delayed or conditioned. 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.
19. **Non-exclusivity:** Grantor may grant or convey any permits, licenses, leases, easements, or interests in real property in and over the Easement Area in Grantor's sole but reasonable discretion so long as such transfers or grants do not conflict with terms and conditions of this Easement, including the rights granted to Grantee hereunder.
20. **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.
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. **Effectiveness:** It is an express condition of this Easement that the Easement shall not be complete or effective until signed by Grantor and Grantee.
28. **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: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

**SAN DIEGO UNIFIED PORT DISTRICT,**  
a public corporation

GENERAL COUNSEL:

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

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

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

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

PRINT  
NAME: John Hutter

PRINT  
TITLE: Right of Way Supervisor

(FOR USE BY SAN DIEGO UNIFIED PORT DISTRICT)

STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

### OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

#### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer(s)

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here



Exhibit "A"  
Legal Description

(See attached)

**EXHIBIT "A"****TEMPORARY ELECTRIC EASEMENT**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CHULA VISTA, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

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, 1ST 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 CHULA VISTA, COUNTY OF SAN DIEGO AND THAT PORTION OF "G" STREET, AS SAID "G" STREET WAS DEDICATED AND ESTABLISHED AS AND FOR A PUBLIC STREET BY THE CITY OF CHULA VISTA COUNSEL RESOLUTION NO. 4205, DATED 4TH OF OCTOBER 1966, (SAN DIEGO UNIFIED PORT DISTRICT DOCUMENT NO. 2249, DATED 14TH OF OCTOBER 1966) AND THAT PORTION OF TIDELANDS AVENUE, SUBSEQUENTLY RENAMED MARINA PARKWAY BY THE CITY OF CHULA VISTA COUNCIL RESOLUTION NO. 12338, WAS ALSO ESTABLISHED AS AND FOR A PUBLIC STREET BY THE SAID DOCUMENTS OF CONVEYANCE, TOGETHER WITH THAT PORTION OF PROPERTY DESCRIBED IN THE FINAL ORDER OF CONDEMNATION RECORDED JUNE 26, 2018 AS INSTRUMENT NO. 2018-0259561, OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS

**PARCEL 'A'**

BEGINNING AT STATION NO. 107 ON THE MEAN HIGH TIDE LINE OF THE BAY OF SAN DIEGO, AS SAID MEAN HIGH TIDE LINE IS SHOWN ON MISCELLANEOUS MAP NO. 217, FILED IN THE RECORDER'S OFFICE OF THE COUNTY OF SAN DIEGO; THENCE ALONG SAID MEAN HIGH TIDE LINE SOUTH 58°27'22" EAST (RECORD SOUTH 58°28'01" EAST), 20.77 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF LINE MARINA PARKWAY (FORMERLY TIDELANDS AVENUE) AS DEDICATED PER DOCUMENT RECORDED OCTOBER 10, 1966 AS FILE NO. 163052 O.R. AND SHOWN ON SAN DIEGO UNIFIED PORT DISTRICT DRAWING NO. 484-MB; THENCE ALONG SAID NORTHERLY RIGHT OF WAY THE FOLLOWING 8 COURSES: THENCE SOUTH 75°36'41" WEST, 14.28 FEET; THENCE NORTH 14°23'19" WEST, 1.46 FEET; THENCE SOUTH 75°36'41" WEST, 60.00 FEET TO THE BEGINNING OF NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 20.00 FEET, A RADIAL TO SAID POINT BEARS NORTH 75°36'41" EAST; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°30'40" AN ARC DISTANCE OF 19.03 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY OF MARINA PARKWAY SOUTH 89°11'52" EAST, 35.59 FEET; THENCE SOUTH 00°48'08" WEST, 10.00 FEET; THENCE NORTH 89°11'52" WEST, 20.95 FEET; THENCE SOUTH 18°29'39" EAST, 51.89 FEET; THENCE SOUTH 73°19'52" WEST, 33.16 FEET; THENCE NORTH 16°40'08" WEST, 10.00 FEET; THENCE NORTH 73°19'52" EAST, 22.84 FEET; THENCE NORTH 18°29'39" WEST, 45.07 FEET; THENCE NORTH 89°11'52" WEST, 315.17 FEET; THENCE SOUTH 18°26'26" EAST, 149.85 FEET; THENCE SOUTH 44°21'02" EAST, 17.65 FEET; THENCE NORTH 71°33'34" EAST, 10.79 FEET; THENCE SOUTH 18°26'26" EAST, 50.00 FEET; THENCE SOUTH 71°33'34" WEST, 20.00 FEET;

THENCE NORTH 18°26'26" WEST, 50.00 FEET;  
 THENCE SOUTH 71°33'34" WEST, 8.50 FEET;  
 THENCE NORTH 18°26'26" WEST, 166.78 FEET;  
 THENCE SOUTH 61°15'05" WEST, 407.13 FEET TO THE BEGINNING OF A NON-TANGENT CURVE  
 CONCAVE NORTHWESTERLY HAVING A RADIUS OF 28.00 FEET, A RADIAL LINE TO SAID POINT OF CURVE  
 BEARS NORTH 82°24'21" EAST; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF SAID  
 CURVE THROUGH A CENTRAL ANGLE OF 79°58'32" AN ARC DISTANCE OF 39.08 FEET,  
 THENCE NORTH 17°37'07" WEST, 6.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE  
 NORTHWESTERLY HAVING A RADIUS OF 22.00 FEET, A RADIAL LINE TO SAID POINT OF CURVE BEARS  
 SOUTH 17°37'07" EAST; THENCE NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE  
 THROUGH A CENTRAL ANGLE OF 81°59'18" AN ARC DISTANCE OF 31.48 FEET;  
 THENCE NORTH 09°36'24" WEST, 14.98 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE  
 EASTERLY HAVING A RADIUS OF 28.00 FEET; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE  
 ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°13'55" AN ARC DISTANCE OF 21.62 FEET;  
 THENCE SOUTH 62°04'39" WEST, 12.74 FEET;  
 THENCE NORTH 27°55'21" WEST, 6.00 FEET;  
 THENCE NORTH 62°04'39" EAST, 41.13 FEET;  
 THENCE SOUTH 26°48'02" EAST, 11.12 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE  
 EASTERLY HAVING A RADIUS OF 22.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 29°37'01"  
 WEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  
 76°58'21" AN ARC DISTANCE OF 29.56 FEET;  
 THENCE NORTH 61°15'05" EAST, 389.54 FEET;  
 THENCE NORTH 03°32'38" WEST, 12.62 FEET;  
 THENCE NORTH 86°27'22" EAST, 10.00 FEET;  
 THENCE SOUTH 03°32'38" EAST, 11.16 FEET;  
 THENCE SOUTH 89°11'52" EAST, 313.54 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING AREA = 12,382 SQUARE FEET OR 0.284 ACRES, MORE OR LESS.

**PARCEL 'B'**

BEGINNING AT STATION NO. 107 ON THE MEAN HIGH TIDE LINE OF THE BAY OF SAN DIEGO, AS SAID  
 MEAN HIGH TIDE LINE IS SHOWN ON MISCELLANEOUS MAP NO. 217, FILED IN THE RECORDER'S OFFICE  
 OF THE COUNTY OF SAN DIEGO; THENCE ALONG SAID MEAN HIGH TIDE LINE SOUTH 58°27'22" EAST  
 (RECORD SOUTH 58°28'01" EAST) 105.95 FEET TO THE EASTERLY RIGHT OF WAY OF MARINA PARKWAY,  
 (FORMERLY TIDELANDS AVENUE) AS DEDICATED PER DOCUMENT RECORDED OCTOBER 10, 1966 AS FILE  
 NO. 163052 O.R. AND SHOWN ON SAN DIEGO UNIFIED PORT DISTRICT DRAWING NO. 484-MB, AND THE  
 BEGINNING OF A NON-TANGENT 20.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, A RADIAL TO  
 SAID POINT BEARS SOUTH 33°15'14" EAST; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY  
 AND SAID 20.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 71° 07' 31" AN ARC DISTANCE OF  
 24.83 FEET;  
 THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY SOUTH 14° 22' 45" EAST, 269.73 FEET TO  
 THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 4,740.00 FEET;  
 THENCE SOUTHERLY ALONG SAID CURVE AND RIGHT OF WAY THROUGH A CENTRAL ANGLE OF 03° 32'  
 06" AN ARC DISTANCE OF 292.44 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 17°  
 54' 50" EAST, 705.69 FEET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 72° 12' 12" WEST, 14.67 FEET;  
 THENCE SOUTH 67° 45' 00" WEST, 64.39 FEET; THENCE SOUTH 72° 12' 12" WEST, 41.12 FEET TO THE  
 WESTERLY RIGHT OF WAY OF MARINA PARKWAY; THENCE ALONG SAID RIGHT OF WAY SOUTH 17° 54'  
 50" EAST, 115.74 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID

SOUTHERLY RIGHT OF WAY SOUTH 17° 54' 50" WEST, 40.00 FEET; THENCE NORTH 72°05'10"EAST, 25.00 FEET; THENCE NORTH 17° 54' 50" WEST, 40.00 FEET; THENCE SOUTH 72°05'10" WEST, 25.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING AREA = 1,000 SQUARE FEET OR 0.023 ACRES, MORE OR LESS.



---

D.K. NASLAND LS 5562

Exhibit "B"  
Easement Depiction

(See attached)













