

Notary pages attached.

Attachments:

Legal Description: Exhibit A

Plat Map: Exhibit B

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

CITY OF CORONADO
OFFICE OF THE CITY CLERK
1825 STRAND WAY
CORONADO, CA 92118

STORM DRAIN EASEMENT

SAN DIEGO UNIFIED PORT DISTRICT, a public corporation, hereinafter called "Grantor," for valuable consideration, receipt of which is hereby acknowledged, grants to the City of Coronado, its successors and assigns, hereinafter called "Grantee," a storm drain ("Easement"). Said Easement shall be for the purposes of construction, operation, maintenance, repair, replacement, and inspection of storm drain facilities and appurtenances, including but not limited to, those related to Grantee's First Street Pump Station Flood Relief project (collectively, the "Facilities") as approved in writing by Grantor.

The property in which this Easement is granted (hereafter the "Easement Area") is located in the County of San Diego, State of California, and is described as follows:

Approximately 15,063 square feet of tideland area located in the City of Coronado, California, more particularly described and delineated on Grantor's Drawing No. 557-013 dated March 19, 2024, attached hereto as Exhibits "A" and "B" and by this reference made a part hereof.

1. Grantee is further granted the right of ingress and egress to, from, and along said Easement Area via practical routes across the adjacent land of Grantor; said routes to be determined by Grantor from time to time.
2. The term of the Easement shall be for a period of fifty (50) years, commencing July 1, 2024, and ending June 30, 2074, unless sooner terminated as herein provided.

3. Grantor expressly reserves the right to grant easements in, upon, over, and across the Easement granted herein for any purpose whatsoever not inconsistent or incompatible with the rights and privileges granted by this easement. Nothing herein contained shall be construed as limiting the powers of Grantor to convey, lease, or otherwise transfer or encumber during the term of this Easement the lands described herein for any purposes subject to the rights and privileges granted herein. The Easement granted herein shall be subject to all existing rights of leases and encumbrances, recorded and unrecorded, affecting said land.
4. No construction or major repairs of any facilities shall 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 do not require Grantor's written approval, 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 the Grantor's and/or such lessee's activities within the Easement Area.
5. In the case of emergency repairs^[1], Grantee shall immediately commence repairs and give Grantor written notification within ten (10) days 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. In the event Grantee disturbs the surface of the Easement Area during the installation, construction, maintenance and/or repair of the approved Facilities, Grantee shall do so in such a manner as will cause the least injury to the surface of the ground and any improvements thereon. Grantee shall restore the ground and any improvements thereon to substantially the same conditions as existed immediately prior to any such disturbance or to the conditions otherwise approved in writing by Grantor.

[1] 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. Grantor retains the right to construct, reconstruct, and maintain aboveground structures, including but not limited to, fences, sidewalks, curbs, gutters, and street and parking lot surfaces or other surfaces that require excavation and grading within said Easement Area.
8. In the event this Easement is no longer required or if this Easement is not used for the purposes intended for a period of one hundred eighty (180) days, whichever is sooner, all rights herein granted shall revert to Grantor, its successors or assigns, automatically and without the necessity of reentry or notice. Grantee shall furnish Grantor on demand a good and sufficient Quitclaim Deed of all its rights, title, and interest in the above-described real property.
9. 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 said Easement Area.
10. Facilities, structures, installations, or improvements of any kind previously placed or hereafter placed in said Easement Area by Grantee shall at the option of Grantor be removed by Grantee within sixty (60) days after the expiration of the term of this Easement or sooner termination thereof. Grantor may exercise said options as to any or all of the facilities, structures, installations, and/or improvements, either before or after the expiration or sooner termination of this Easement. If Grantor exercises such option and Grantee fails to remove such facilities, structures, installations, or improvements within said sixty (60) days, Grantor shall have the right to have such facilities, structures, installations, or improvements removed at the expense of Grantee. As to any or all facilities, structures, installations, or improvements that Grantor does not exercise said option for removal, title thereto shall vest in Grantor.
11. This Easement may be terminated by express written agreement by Grantee and Grantor following at least one hundred eighty (180) days' notice in writing and recording of a good and sufficient Quitclaim Deed.
12. Grantee shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless Grantor and its officers, employees, and agents for any and all liability, claims, judgments, or demands to the extent arising directly or indirectly out of the obligations undertaken in connection with this Easement, except claims or litigation to the extent arising through the negligence or willful misconduct of Grantor. It is the intent of this Paragraph that Grantee indemnify and hold harmless Grantor for any actions of Grantee or Grantor, except to the extent arising out of the negligence or willful misconduct of Grantor, including but not limited to claims based upon

Grantor's alleged breach of any statutory duty or obligation, or Grantee's duty under contracts with third parties. This indemnity obligation shall apply for the entire time that any third party can make a claim against or sue Grantor for liabilities arising out of Grantee's use, occupancy, or operation of the Easement area, or arising from any defect in any part of the Easement Area.

13. Grantee shall maintain "OCCURRENCE" form Commercial General Liability Insurance covering the Easement Area and operations in the amount of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage suffered or alleged to be suffered by any person or persons whatsoever resulting directly or indirectly from any act or activities of Grantee, of any person acting for it or under its control or direction, or any person authorized by it to use the Easement Area. Either the general aggregate limit shall apply separately to this location, or the general aggregate limit shall be twice the required occurrence limit.

All required insurance shall be in force the first day of the term of this Easement. All insurance companies must be satisfactory to Grantor, and the cost of all required insurance shall be borne by Grantee. Certificates in a form acceptable to Grantor evidencing the existence of the necessary insurance policies, and original endorsements effecting coverage required by this Paragraph, shall be kept on file with Grantor during the entire term of this Easement. Certificates for each insurance policy must be signed by a person authorized by that insurer to issue evidence of coverage on its behalf. Endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The Grantor reserves the right to require complete, certified copies of all required policies at any time.

All liability insurance policies shall name, or be endorsed to name Grantor and its officers, employees, and agents as additional insureds and protect Grantor and its officers, employees, and agents against any legal costs in defending claims. All liability policies shall provide cross-liability coverage. All insurance policies shall be endorsed to state that coverage will not be suspended, voided, canceled, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail has been furnished to Grantor. Also, all insurance policies shall be endorsed to state that Grantee's insurance is primary and not excess or contributing to any insurance issued in the name of Grantor. And, all insurance companies must be satisfactory to Grantor.

Any deductibles or self-insured retentions must be declared and acceptable to Grantor. At the option of the Grantor, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Grantor and its officers,

employees, and agents; or, the Grantee shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Grantor shall retain the right at any time to review the coverage, form, and amount of the insurance required herein. If, in the opinion of Grantor, the insurance provisions in this Easement do not provide adequate protection for Grantor and/or members of the public, Grantor may require Grantee to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. Grantor's requirements shall be reasonable, but shall be designed to assure protection from and against the kind and extent of risk which exists at the time a change in insurance is required.

Grantor shall notify Grantee in writing of changes in the insurance requirements and, if Grantee does not deposit certificates evidencing acceptable insurance policies with Grantor incorporating such changes within sixty (60) days of receipt of such notice, this Easement shall be in default without further notice to Grantee, and Grantor shall be entitled to all legal remedies.

The procuring of such required policies of insurance shall not be construed to limit Grantee's liability hereunder, nor to fulfill the indemnification provisions and requirements of this easement. Notwithstanding said policies of insurance, Grantee shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Easement, or with the use or occupancy of the Easement Area.

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. 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.
16. Any notice or notices provided for by this Easement or by law to be given or served upon Grantee may be given or served by certified or registered letter addressed to Grantee at City of Coronado, City Hall, 1825 Strand Way, Coronado, CA 92118, Attn: Director of Public Services and Engineering, and deposited in the United States mail, or may be served personally upon said Grantee or any person hereafter authorized by it in writing to receive such notice; and that any notice or notices provided for by this Easement or by law to be served upon Grantor may be given or served by certified or registered letter addressed to Executive Director of Grantor at the Administrative Offices of the San Diego Unified Port District, Post Office Box 120488, San Diego, California 92112-0488, and deposited in the United States mail, or may be served personally upon said Executive Director or his duly authorized representative; and that any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the parties so served.
17. It is an express condition of this Easement that the Easement shall not be complete nor effective until signed by all parties.

(SIGNATURE PAGE FOLLOWS)

18. The undersigned representatives of each party hereby represent and warrant that each has the authority from their agency to sign this Easement.

APPROVED AS TO FORM AND LEGALITY
GENERAL COUNSEL

SAN DIEGO UNIFIED PORT DISTRICT

By: _____
Assistant/Deputy

By: _____
Anthony Gordon
Assistant Vice President, Real Estate

**CITY OF CORONADO, a California
municipal corporation**

By:  _____
Tina Friend, City Manager

APPROVED AS TO FORM:

By:  _____
Johanna N. Canlas, City Attorney

ATTEST:

By:  _____
Kelsea Holian, MMC, CPM, City
Clerk

Attachments:
Legal Description: Exhibit A
Plat Map: Exhibit B

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by written easement dated October 31, 2023, from the SAN DIEGO UNIFIED PORT DISTRICT ("Grantor"), to the CITY OF CORONADO, a California municipal corporation, ("Grantee") is hereby accepted by the undersigned officer on behalf of the Grantee pursuant to authority conferred by Resolution No. 9026, of the Grantee adopted on August 20, 2019 and the Grantee consents to recordation thereof by its duly authorized officer.

Dated this 17 day of December, 2024.



Tina Friend, City Manager

(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 December 12 2024 before me, Kelsea Marie Holian Notary Public, personally appeared Tina Friend, 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 [Handwritten 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: _____



Signer's Name _____

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

Signer is Representing: _____



Attachment 2

(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: _____



Signer's Name _____

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

Signer is Representing: _____

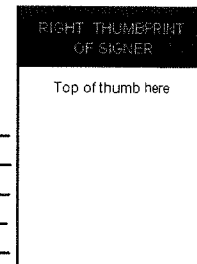


Exhibit A
Legal Description for
First Street Pump Station, Storm Drain Easement
Drawing No. 557-013

All that certain portion of the Tidelands and Submerged Lands conveyed to the San Diego Unified Port District per File/Page 104392, Series 7, Book 1966 of Official Records of San Diego County, recorded June 24, 1966, pursuant to 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 Coronado, County of San Diego, State of California, described as follows:

Commencing at a 3" diameter brass disk monument stamped "SDUPD-029" as shown on Record of Survey Map No. 16668, filed in the Office of the San Diego County Recorder on July 25, 2000; thence leaving said monument South 75°32'09" West a distance of 731.44 feet to Ordinary High Water Mark Station Number 63 as shown on Record of Survey 16818 filed in the office of the San Diego County Recorder December 15, 2000 being also a point on the northerly sideline of First Street, 80.00 feet wide and the **True Point of Beginning**; thence leaving said northerly sideline, North 26°57'05" East a distance of 165.40 feet to Ordinary High Water Mark Station Number 62; thence continuing North 26°57'01" East a distance of 5.98 feet; thence North 59°02'12" West a distance of 10.34 feet; thence North 30°56'41" East a distance of 22.34 feet; thence North 23°13'23" East a distance of 255.50 feet to the United States Bulkhead Line as shown on US Army Corps of Engineers Harbor Lines Map File No. 426; thence westerly along said line, North 63°02'19" West a distance of 24.39 feet; thence leaving said line, South 23°13'23" West a distance of 20.29 feet; thence South 27°32'15" West a distance of 268.99 feet; thence South 15°09'24" East a distance of 18.86 feet; thence South 30°56'31" West a distance of 79.54 feet; thence South 59°03'19" East a distance of 18.75 feet; thence South 27°06'54" West a distance of 65.45 feet; to said northerly sideline of First Street; thence along said line, South 62°58'58" East a distance of 25.57 feet to the **True Point of Beginning**.

Containing 15,063 square feet or 0.35 acres of tidelands area.

The above described land area is delineated on the San Diego Unified Port District Drawing No. 557-013, dated 03/12/2024 and made a part of this agreement.

All bearings and distances in the above legal description are based upon the California Coordinate System of 1983, Zone 6, Epoch 1991.35, in accordance with Section 8801-8819 of the California Public Resources Code.

All distances are grid; to approximate ground distances divide the above grid distances by the combined scale factor of 1.0000209 (21 PPM).

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



Gregory A. Helmer, PLS 5134

03/19/24

DATE



