

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, distribution 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 7,340 square feet of tideland area located on S. Quay Avenue and W 32<sup>nd</sup> Street in the city of National City, California, designated as Work Order Number 501073 for underground & above ground electric facilities, by Grantee and more particularly described on **Exhibit A** and delineated on **Exhibit 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 only of underground electrical facilities together with above ground structures consisting of pad-mounted electrical equipment and appurtenances, for

the transmission and distribution of electricity and related public utility purposes (“**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 third-parties with rights granted by Grantor) activities within such adjacent lands.
4. **Term:** The term of this Easement (“**Term**”) shall be for a period of seventeen (17) years effective \_\_\_\_\_, 2024 (the “**Commencement Date**”) and ending seventeen (17) years later on December 31, 2040 (the “**Expiration Date**”) unless sooner terminated as herein provided.
5. **Termination:** This Easement may be terminated by Executive Director of District or their duly authorized representative or Tenant as a matter of right in the event that the Terminal Operator Agreement between Pasha Automotive Services and Grantor, on file with the District Clerk as Document No. 57251 dated February 7, 2011 expires or is terminated for any reason, upon the giving of ninety (90) days’ notice in writing to the other party of such termination of this Easement.
6. **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

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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.

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.

7. **Excavations:**

a. **By Grantee:** In making any excavations within the Easement Area, subject to Grantor's written approval in accordance with Paragraph 6 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 811 (or via website at [www.digalert.org](http://www.digalert.org)) to mark out the locations of all underground Facilities.

8. **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.

9. **Grantor's Improvements:** From and after the date that this Easement is fully executed by Grantor and Grantee and subject to the remaining provisions of this Paragraph 9, 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 pertinent orders of the CPUC and all of the then-current customary safety standards, standard engineering practices, setbacks, and applicable government regulations), 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 and plants within containers), sidewalks, curbs, gutters, and street and parking lot surfaces or other surfaces, or construction staging; 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. Notwithstanding the foregoing, and subject to the terms of Paragraph 20 below, Grantor shall have the right to construct, reconstruct and maintain compatible utilities and facilities for sewer, storm drainage, water, and telecommunications within the Easement Area.

10. **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.
  
11. **Grantee's Rights:** Except for Grantee approved items under Section 8 above, 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 third parties with rights granted by Grantor) 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.
  
12. **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.

- 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. Provided Grantor approves of such new route, 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 of any new route shall not be unreasonably withheld, delayed, or conditioned.
13. **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 to the extent 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 to the extent resulting from the negligence or intentional acts of Grantor, its contractors, subcontractors, officers, agents, representatives, invitees, licensees and/or employees; and/or (b) 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 to the extent 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: (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.
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, if any.

16. **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 two (2) 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 6, 7 and 17 and comply with all applicable, laws, statutes, ordinances, or other governmental rules, regulations, requirements, and/or approvals, which may include CPUC approval.
17. **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 Paragraph 17 shall apply.
18. **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  
 San Diego Unified Port District  
 Assistant Vice President, Real Estate  
 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

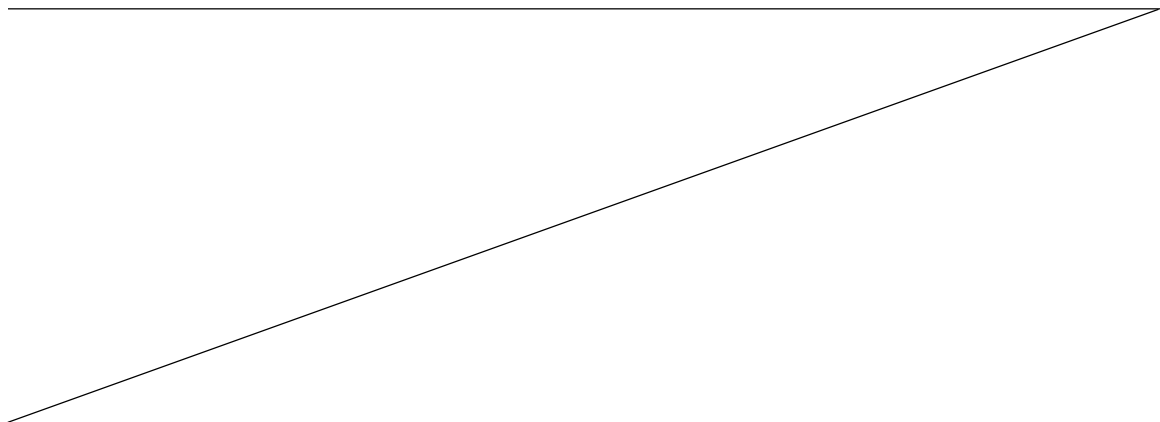
Any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the parties so served; provided, however, if served by certified mail, service will be considered completed and binding on the party served two (2) business days after deposit in the U.S. Mail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

19. **Assignment – Sub-agreements:** Grantee shall not assign or transfer the Easement, enter into sub-agreements, 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.
20. **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.
21. **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.
22. **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.
23. **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 23 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.

- 24. **Amendment**: This Easement may be amended or modified only by an instrument duly executed by the Grantor and consented to in writing by Grantee.
- 25. **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.
- 26. **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.
- 27. **Time is of the Essence**: Grantor and Grantee hereby agree that time is of the essence with respect to 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.
- 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.

(Signature Page Follows)





Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY  
GENERAL COUNSEL

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

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

By: \_\_\_\_\_  
Anthony Gordon  
Assistant Vice President, Real Estate

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

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

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

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

Attachments  
Exhibit A Legal Description  
Exhibit B Plat

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: \_\_\_\_\_

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

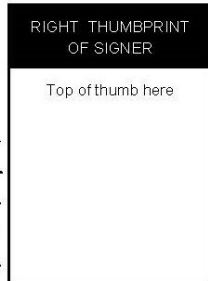


Signer's Name \_\_\_\_\_

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

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

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



(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

A STRIP OF LAND 10.00 FEET IN WIDTH, OVER AND ACROSS THAT PORTION OF THE TIDELANDS AND SUBMERGED OR FILLED LANDS OF THE BAY OF SAN DIEGO, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, BEING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

**BEGINNING** AT ORDINARY HIGH WATER MARK STATION NO. 56 ACCORDING TO RECORD OF SURVEY MAP NO. 23356 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON AUGUST 22, 2019 WHICH BEARS NORTH 40°20'01" WEST 261.36 FEET FROM ORDINARY HIGH WATER MARK STATION NO. 57 ACCORDING TO SAID RECORD OF SURVEY MAP; THENCE ALONG THE LINE BETWEEN SAID STATION NO. 56 AND SAID STATION NO. 57 BEING THE MEAN HIGH TIDE LINE ACCORDING TO MISCELLANEOUS MAP NO. 185 FILED IN SAID OFFICE OF THE COUNTY RECORDER ON OCTOBER 16, 1946 SOUTH 40°20'01" EAST 87.49 FEET; THENCE LEAVING SAID LINE SOUTH 72°16'33" WEST 1406.98 FEET; THENCE SOUTH 17°43'27" EAST 44.47 FEET TO THE **TRUE POINT OF BEGINNING**;

1. THENCE SOUTH 72°16'13" WEST 44.50 FEET TO THE BEGINNING OF A TANGENT 20.00-FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY;
2. THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 31.42 FEET;
3. THENCE SOUTH 17°43'27" EAST 305.30 FEET TO THE BEGINNING OF A TANGENT 25.00-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY;
4. THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°12'19" A DISTANCE OF 15.36 FEET;
5. THENCE SOUTH 52°55'46" EAST 12.75 FEET TO THE BEGINNING OF A TANGENT 9.64-FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY;
6. THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°12'19" A DISTANCE OF 5.92 FEET;
7. THENCE SOUTH 17°43'27" EAST 9.36 FEET TO THE BEGINNING OF A TANGENT 12.46-FOOT RADIUS CURVE CONCAVE WESTERLY;
8. THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°28'24" A DISTANCE OF 5.97 FEET;
9. THENCE SOUTH 09°44'57" WEST 23.57 FEET TO THE BEGINNING OF A TANGENT 12.46-FOOT RADIUS CURVE CONCAVE EASTERLY;
10. THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°28'24" A DISTANCE OF 5.97 FEET;
11. THENCE SOUTH 17°43'27" EAST 134.54 FEET TO THE BEGINNING OF A TANGENT 22.91-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY;
12. THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°14'00" A DISTANCE OF 36.08 FEET;
13. THENCE SOUTH 72°30'33" WEST FEET 94.50 FEET TO THE **POINT OF TERMINUS**.

TOGETHER WITH:

A STRIP OF LAND 10.00 FEET IN WIDTH, OVER AND ACROSS SAID PORTION OF THE TIDELANDS AND SUBMERGED OR FILLED LANDS, BEING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

**BEGINNING** AT SAID **TRUE POINT OF BEGINNING**;

**EXHIBIT "A"**

1. THENCE NORTH 72°16'33" EAST 8.70 FEET TO THE **POINT OF TERMINUS**.

AREA = 7,340 SF, MORE OR LESS.

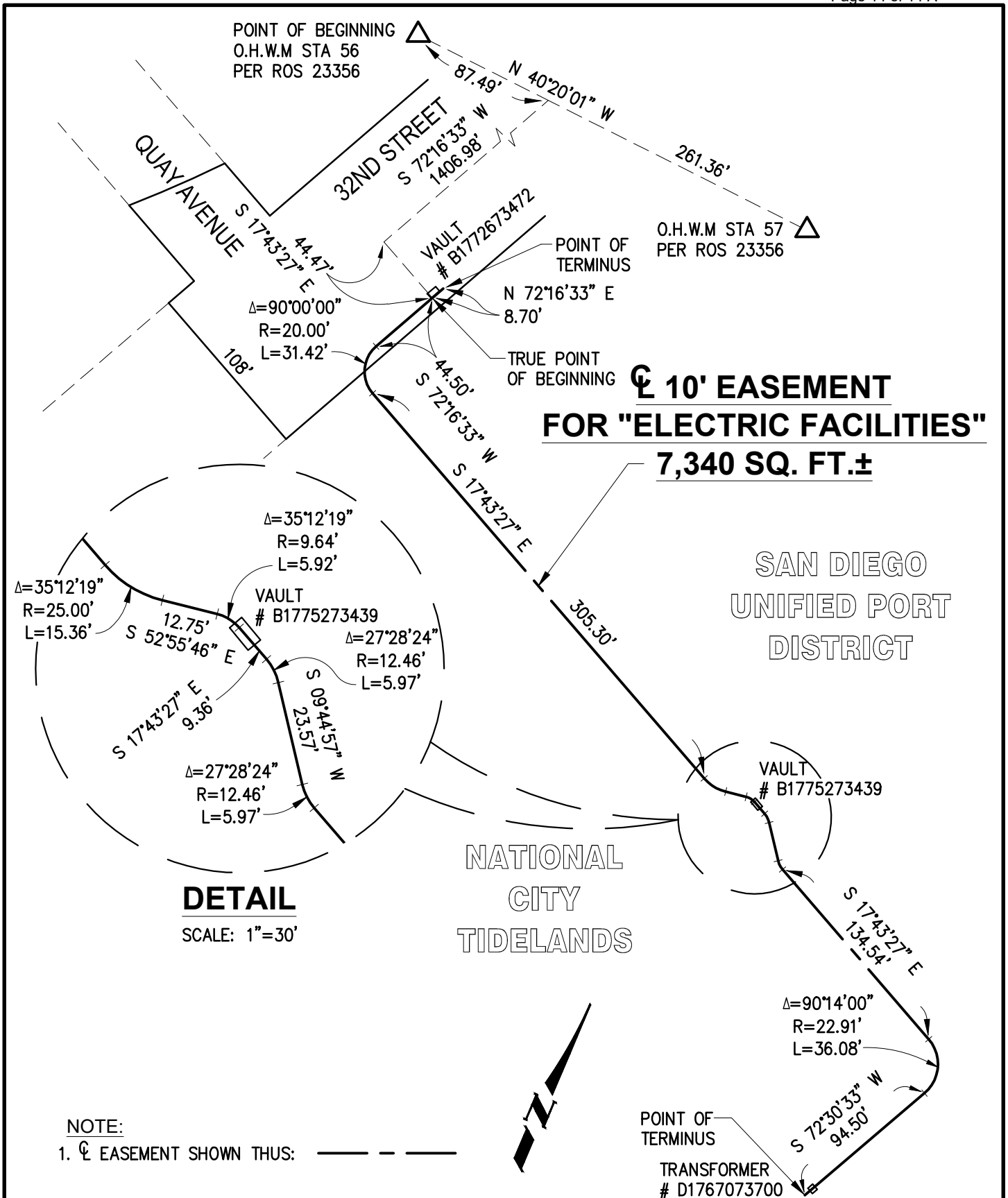
SEE EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

*Michael A Havener*

6-6-2022

MICHAEL A. HAVENER LS 7354





DRAWN	KENNETH ANDERSON
CHECKED	MICHAEL HAVENER
REVIEWED	
APPROVED	
DIRECTOR OF ENGINEERING	

**SAN DIEGO UNIFIED PORT DISTRICT**  
 TIDELAND EASEMENT  
 WITHIN CORPORATE LIMITS OF NATIONAL CITY  
**SAN DIEGO GAS AND ELECTRIC COMPANY**

DATE	6 JUNE 2022
SCALE	1" = 80'
REF.	SDG&E ENGRG. LAND DRAWING NO. C-2740
DRAWING NO.	

**EXHIBIT "B"**