EASEMENT

SAN DIEGO UNIFIED PORT DISTRICT, a public corporation, hereinafter called "Grantor," grants to COX COMMUNICATIONS SAN DIEGO, its successors and assigns, hereinafter called "Grantee," a non-exclusive easement. Said easement shall be for the purposes of construction, operation, maintenance, repair, replacement, and inspection of cable television facilities and appurtenances, as approved in writing by Grantor.

The property in which this easement is granted is located in the County of San Diego, State of California, and is described as follows:

| Multiple locations of tideland area, | totaling approximately 742.14 square |
|---|---------------------------------------|
| feet of area, located along Shelter I | sland Drive in the City of San Diego, |
| California, more particularly describe | d and delineated on Grantor's Drawing |
| No. 503-030 dated | , 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 twenty (20) years, commencing April 1, 2025, and ending March 31, 2045, unless sooner terminated as herein provided.
- 3. As and for the rent, Grantee agrees to pay to Grantor one upfront payment in the amount of Forty-One Thousand Four Hundred and Seventy-Eight Dollars (\$41,478), payable within 30-days after the commencement date of this easement.
- 4. 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.
- 5. 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.

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.

[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.

- 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.
- 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. During any period of time employed by Grantee under this Paragraph to remove facilities, structures, installations, or improvements, Grantee shall continue to pay the full rent to Grantor in accordance with this easement, which said rent shall be prorated daily.
- 11. This easement may be terminated by either party upon the giving of one hundred eighty (180) days' notice in writing to the other party of the intention to so terminate, and Grantor expressly reserves the right to cancel this easement by giving one hundred eighty (180) days' notice in writing to Grantee and to make without notice any changes or improvements on or about the premises without incurring any liability whatsoever to Grantee for any damage or loss occasioned by such cancellation or by the making of such changes or improvements.
- 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 arising directly or indirectly out of the obligations undertaken in connection with this easement, except claims or litigation arising through the sole 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 for those arising out of the sole 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.

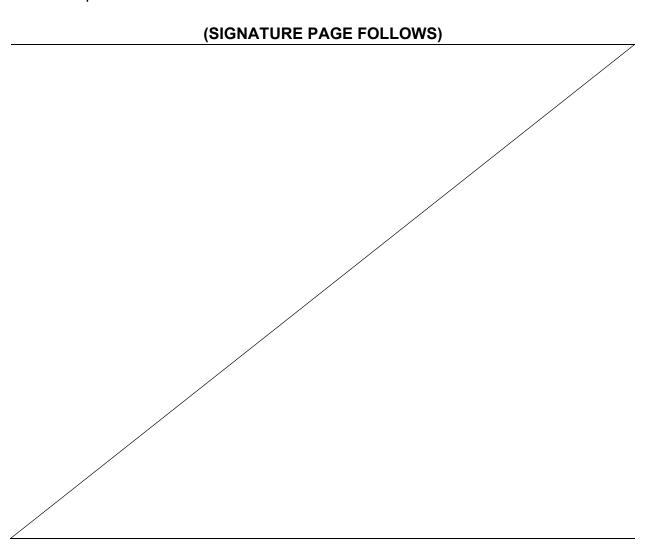
Grantor shall retain the right at any time to review the coverage, form, and amount of the insurance required herein. If, in the opinion of Grantor, the insurance provisions in this easement do not provide adequate protection for Grantor and/or members of the public, Grantor may require Grantee to obtain 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 exist 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.
- 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 5159 Federal Boulevard, San Diego, CA 92105-5486, 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.



APPROVED AS TO FORM AND LEGALITY SAN DIEGO UNIFIED PORT DISTRICT GENERAL COUNSEL By: _ By: _____Assistant/Deputy Adam J. Meyer Acting Director, Real Estate INC., a COXCOM, **Delaware** corporation dba COX COMMUNICATIONS SAN DIEGO By: _____Signature PRINT NAME: _____

PRINT TITLE:

It is an express condition of this easement that the easement shall not be complete

nor effective until signed by all parties.

Attachments: Legal Description Parcel Map

17.

| (FOR USE BY |) | |
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| STATE OF CALIFORNIA) | A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this | |
| COUNTY OF SAN DIEGO) | certificate is attached, and not the truthfulness, accuracy, or validity of that document. | |
| | | |
| Onbefore me | e,, Notary Public, personally | |
| | ho proved to me on the basis of satisfactory evidence to be | |
| | cribed to the within instrument and acknowledged to me that | |
| he/she/they executed the same in | h his/her/their authorized capacity(ies), and that by his/her/their | |
| signature(s) on the instrument the | e person(s), or the entity upon behalf of which the person(s) | |
| acted, executed the instrument. | | |
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| I certify under PENALTY OF PE | ERJURY under the laws of the State of California that the | |
| foregoing paragraph is true and correct. | | |
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| WITNESS my hand and official se | eal. | |
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| Signature | (Seal) | |
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| STORES COURT - PER FOLK AND CONTROL AND CO | anot required by law, it may prove valuable to person relying on the document adulent removal and reattachment of this form to another document. | |
| Description of Attached Document | | |
| Title or Type of Document: Document Date: | | |
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| Capacity(ies) Claimed by Signer(s) | | |
| Signer's Name | Signer's Name | |
| □ Individual □ Corporate OfficerTitle(s): | □ Individual | |
| □ Partner □ Limited □ General | □ Partner □ Limited □ General GHT THUMBPRINT □ Attorney in Fact RIGHT THUMBPRINT | |
| □ Trustee | of signer □ Trustee of signer | |
| □ Guardian or Conservator □ Other: | Top of thumb here Guardian or Conservator Top of thumb here | |
| Signer is Representing: | Signer is Representing: | |
| | | |
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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.

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EXHIBIT "A" LEGAL DESCRIPTIONS

THOSE PORTIONS OF LAND CONVEYED TO THE SAN DIEGO UNIFIED PORT DISTRICT (SDUPD) BY THAT 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 AS FILE NO. 76-164686, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, DESCRIBED AS FOLLOWS:

PARCEL 1:

COMMENCING AT A FOUND 3" BRASS DISC STAMPED "SDUPD-002," BEING GPS STATION NO. 2 AS SHOWN ON RECORD OF SURVEY NO. 16668, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON JULY 25, 2000, AS FOLE NO. 2000-390905 OF OFFICIAL RECORDS;

THENCE SOUTH 68°39'07" WEST, 37.75 FEET TO A POINT ON THE SOUTHWESTERLY CURB OF SHELTER ISLAND DRIVE, ALSO BEING THE **POINT OF BEGINNING**;

THENCE SOUTH 31°46'22" WEST, 8.00 FEET;

THENCE NORTH 58°13'38" WEST, 8.00 FEET;

THENCE NORTH 31°46'22" EAST, 8.00 FEET;

THENCE SOUTH 58°13'38" EAST, 8.00 FEET, TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS 64.00 SQUARE FEET OR 0.002 ACRES OF TIDELAND AREA, MORE OR LESS.

PARCEL 2:

COMMENCING AT A FOUND 3" BRASS DISC STAMPED "SDUPD-002," BEING GPS STATION NO. 2 AS SHOWN ON RECORD OF SURVEY NO. 16668, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON JULY 25, 2000, AS FOLE NO. 2000-390905 OF OFFICIAL RECORDS;

THENCE SOUTH 62°06'07" EAST, 265.52 FEET, TO THE **POINT OF BEGINNING**, SAID POINT BEING AT STATION 5+96.44 ON THE NORTHEASTERLY RIGHT OF WAY OF SHELTER ISLAND DRIVE (60.00 FEET WIDE), AS SAID SHELTER ISLAND DRIVE IS DESCRIBED IN THE DOCUMENT OF RECONVEYANCES OF LAND FROM THE CITY OF SAN DIEGO AND FILED IN THE OFFICE OF THE CLERK OF THE SDUPD AS DOCUMENT NO. 14867 ON JUNE 24, 1982 AND AS DEPICTED ON ENGINEERING DRAWING NO. 3D;

THENCE NORTH 36°15'59" EAST, PERPENDICULAR TO SAID RIGHT OF WAY, 10.00 FEET, TO THE SOUTHWESTERLY LINE OF LEASE PARCEL NO. 1 AS DEPICTED ON SDUPD DRAWING NO. 003-033;

THENCE ALONG SAID SOUTHWESTERLY LINE, SOUTH 53°44'01" EAST, 16.00 FEET;

THENCE SOUTH 36°15'59" WEST, 10.00 FEET, TO SAID RIGHT OF WAY;

THENCE NORTH 53°44'01" WEST, ALONG SAID RIGHT OF WAY, 4.00 FEET;

THENCE NORTH 36°15'59" EAST, 6.00 FEET;

THENCE NORTH 53°44'01" WEST, 6.50 FEET;

THENCE SOUTH 36°15'59" WEST, 6.00 FEET, TO SAID RIGHT OF WAY;

THENCE NORTH 53°44′01" WEST, ALONG SAID RIGHT OF WAY, 5.50 FEET, TO THE **POINT OF BEGINNING.**

SAID EASEMENT CONTAINS 121.00 SQUARE FEET OR 0.003 ACRES OF TIDELAND AREA, MORE OR LESS.

PARCEL 3:

COMMENCING AT A FOUND 3" BRASS DISC STAMPED "SDUPD-002," BEING GPS STATION NO. 2 AS SHOWN ON RECORD OF SURVEY NO. 16668, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON JULY 25, 2000, AS FOLE NO. 2000-390905 OF OFFICIAL RECORDS;

THENCE SOUTH 49°30′16″ EAST, 289.61 FEET, TO THE **POINT OF BEGINNING**, SAID POINT BEING ALSO AT STATION 6+22.56 ON THE SOUTHWESTERLY RIGHT OF WAY OF SHELTER ISLAND DRIVE (60.00 FEET WIDE), AS SAID SHELTER ISLAND DRIVE IS DESCRIBED IN THE DOCUMENT OF RECONVEYANCES OF LAND FROM THE CITY OF SAN DIEGO AND FILED IN THE OFFICE OF THE CLERK OF THE SDUPD AS DOCUMENT NO. 14867 ON JUNE 24, 1982 AND AS DEPICTED ON ENGINEERING DRAWING NO. 3D;

THENCE SOUTH 53°44'01" EAST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY, 6.50 FEET;

THENCE SOUTH 36°15′59" WEST, 3.00 FEET;

THENCE NORTH 53°44′01" WEST, 6.50 FEET;

THENCE NORTH 36°15'59" EAST, 3.00 FEET, TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS 19.50 SQUARE FEET OR 0.0004 ACRES OF TIDELAND AREA, MORE OR LESS.

PARCEL 4:

COMMENCING AT A FOUND 3" BRASS DISC STAMPED "SDUPD-002," BEING GPS STATION NO. 2 AS SHOWN ON RECORD OF SURVEY NO. 16668, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON JULY 25, 2000, AS FOLE NO. 2000-390905 OF OFFICIAL RECORDS;

THENCE SOUTH 51°59'43" EAST, 704.13 FEET, TO THE **POINT OF BEGINNING**, SAID POINT BEING ALSO AT STATION 6+22.56 ON THE SOUTHWESTERLY RIGHT OF WAY OF SHELTER ISLAND DRIVE (60.00 FEET WIDE), AS SAID SHELTER ISLAND DRIVE IS DESCRIBED IN THE DOCUMENT OF RECONVEYANCES OF LAND FROM THE CITY OF SAN DIEGO AND FILED IN THE OFFICE OF THE CLERK OF THE SDUPD AS DOCUMENT NO. 14867 ON JUNE 24, 1982 AND AS DEPICTED ON ENGINEERING DRAWING NO. 3D;

THENCE SOUTH 53°44'01" EAST, ALONG SAID RIGHT OF WAY, 11.50 FEET;

THENCE SOUTH 36°15′59" WEST, 2.50 FEET;

THENCE NORTH 53°44'01" WEST, 11.50 FEET;

THENCE NORTH 36°15'59" EAST, 2.50 FEET, TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS 28.75 SQUARE FEET OR 0.001 ACRES OF TIDELAND AREA, MORE OR LESS.

PARCEL 5:

COMMENCING AT A FOUND 3" BRASS DISC STAMPED "SD CITY ENG," BEING GPS STATION NO. 1117 AS SHOWN ON RECORD OF SURVEY NO. 14492, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON MARCH 31, 1994, AS FILE NO. 1994-0214720 OF OFFICIAL RECORDS;

THENCE NORTH 56°55'38" WEST, 691.95 FEET, TO THE **POINT OF BEGINNING**, SAID POINT BEING ALSO AT STATION 18+75.53 ON THE SOUTHWESTERLY RIGHT OF WAY OF SHELTER ISLAND DRIVE (60.00 FEET WIDE), AS SAID SHELTER ISLAND DRIVE IS DESCRIBED IN THE DOCUMENT OF RE-CONVEYANCES OF LAND FROM THE CITY OF SAN DIEGO AND FILED IN THE OFFICE OF THE CLERK OF THE SDUPD AS DOCUMENT NO. 14867 ON JUNE 24, 1982 AND AS DEPICTED ON ENGINEERING DRAWING NO. 2E;

THENCE SOUTH 36°15′59" WEST, 1.00 FOOT;

THENCE NORTH 53°44'01" WEST, 8.00 FEET;

THENCE NORTH 36°15'59" EAST, 1.00 FOOT, TO SAID SOUTHWESTERLY RIGHT OF WAY;

THENCE SOUTH 53°44'01" EAST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY, 8.00 FEET, TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS 8.00 SQUARE FEET OR 0.0002 ACRES OF TIDELAND AREA, MORE OR LESS.

PARCEL 6:

COMMENCING AT A FOUND 3" BRASS DISC STAMPED "SD CITY ENG," BEING GPS STATION NO. 1117 AS SHOWN ON RECORD OF SURVEY NO. 14492, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON MARCH 31, 1994, AS FILE NO. 1994-0214720 OF OFFICIAL RECORDS;

THENCE NORTH 73°59'08" WEST, 332.50 FEET, TO THE **POINT OF BEGINNING**, SAID POINT BEING IN THE EASTERLY LINE OF LEASE PARCEL 3 AS SHOWN ON SDUPD LEASE PLAT 003-010, DATED MARCH 14, 2003, SAID LINE BEING ALSO DEPICTED ON ENGINEERING DRAWING NO. 2E;

THENCE SOUTH 08°44'01" EAST, 7.50 FEET;

THENCE SOUTH 81°15′59" WEST, 6.00 FEET;

THENCE NORTH 08°44'01" WEST, 7.50 FEET;

THENCE NORTH 81°15′59" EAST, 6.00 FEET, TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS 45.00 SQUARE FEET OR 0.001 ACRES OF TIDELAND AREA, MORE OR LESS.

PARCEL 7:

COMMENCING AT A FOUND 3" BRASS DISC STAMPED "SD CITY ENG," BEING GPS STATION NO. 1117 AS SHOWN ON RECORD OF SURVEY NO. 14492, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON MARCH 31, 1994, AS FILE NO. 1994-0214720 OF OFFICIAL RECORDS;

THENCE NORTH 16°14′30″ WEST, 415.80 FEET, TO THE **POINT OF BEGINNING**, SAID POINT BEING IN THE NORTHWESTERLY LINE OF SHELTER ISLAND DRIVE (57.00 FEET WIDE), AS SAID SHELTER ISLAND DRIVE IS DESCRIBED IN THE DOCUMENT OF RE-CONVEYANCES OF LAND FROM THE CITY OF SAN DIEGO AND FILED IN THE OFFICE OF THE CLERK OF THE SDUPD AS DOCUMENT NO. 14867 ON JUNE 24, 1982 AND AS DEPICTED ON ENGINEERING DRAWING NO. 2E, SAID POINT BEING ALSO THE END OF A 195.00 FOOT RADIUS, TANGENT CURVE, CONCAVE NORTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 41°46′01″ EAST, SAID POINT BEING ALSO A POINT IN THE SOUTHEASTERLY LINE OF LEASE PARCEL 3 AS SHOWN ON SDUPD LEASE PLAT 003-010, DATED MARCH 14, 2003;

THENCE SOUTH 48°13'59" WEST, TANGENT FROM SAID 195.00 FOOT RADIUS CURVE AND ALONG SAID SOUTHEASTERLY LINES, 4.61 FEET;

THENCE NORTH 41°46'01", 5.00 FEET, TO THE NORTHWESTERLY LINE OF SAID LEASE PARCEL 3, SAID POINT BEING IN THE ARC OF 190.00 FOOT RADIUS, NON-CONCENTRIC CURVE, A RADIAL LINE TO SAID POINT BEARS SOUTH 42°10'26" EAST;

THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE, THROUGH A CENTRAL ANGLE OF 02°06'42", AN ARC LENGTH OF 7.00 FEET;

THENCE NON-TANGENT FROM SAID 190.00 FOOT RADIUS CURVE, ALONG A RADIAL LINE OF SAID 195.00 FOOT RADIUS CURVE, SOUTH 41°46'01" EAST, 5.17 FEET, TO SAID 195.00 FOOT RADIUS CURVE;

THENCE SOUTHWESTERLY, ALONG SAID 195.00 FOOT RADIUS CURVE, THROUGH A CENTRAL ANGLE OF 00°42′03″, AN ARC LENGTH OF 2.39 FEET, TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS 35.50 SQUARE FEET OR 0.001 ACRES OF TIDELAND AREA, MORE OR LESS.

PARCEL 8:

COMMENCING AT A FOUND 3" BRASS DISC STAMPED "SDUPD-033," BEING GPS STATION NO. 33 AS SHOWN ON RECORD OF SURVEY NO. 17055, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON JUNE 29, 2001 AS FILE NO. 2001-0443551 OF OFFICIAL RECORDS;

THENCE NORTH 24°28'22" EAST, 454.12 FEET, TO THE **POINT OF BEGINNING**, SAID POINT BEING IN THE NORTHWESTERLY LINE OF SHELTER ISLAND DRIVE (57.00 FEET WIDE), AS SAID SHELTER ISLAND DRIVE IS DESCRIBED IN THE DOCUMENT OF RE-CONVEYANCES OF LAND FROM THE CITY OF SAN DIEGO AND FILED IN THE OFFICE OF THE CLERK OF THE SDUPD AS DOCUMENT NO. 14867 ON JUNE 24, 1982 AND AS DEPICTED ON ENGINEERING DRAWING NO. 2E;

THENCE NORTH 48°13'59" EAST, ALONG SAID NORTHEASTERLY LINE, 7.00 FEET;

THENCE NORTH 41°46'01" WEST, 4.50 FEET;

THENCE SOUTH 48°13′59" WEST, 7.00 FEET;

THENCE SOUTH 41°46"01" EAST, 4.50 FEET, TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS 31.50 SQUARE FEET OR 0.001 ACRES OF TIDELAND AREA, MORE OR LESS.

PARCEL 9:

COMMENCING AT A FOUND 3" BRASS DISC STAMPED "SDUPD-033," BEING GPS STATION NO. 33 AS SHOWN ON RECORD OF SURVEY NO. 17055, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON JUNE 29, 2001 AS FILE NO. 2001-0443551 OF OFFICIAL RECORDS;

THENCE NORTH 10°46′58″ EAST, 300.90 FEET, TO THE **POINT OF BEGINNING**, SAID POINT BEING IN THE NORTHWESTERLY LINE OF SHELTER ISLAND DRIVE (57.00 FEET WIDE), AS SAID SHELTER ISLAND DRIVE IS DESCRIBED IN THE DOCUMENT OF RE-CONVEYANCES OF LAND FROM THE CITY OF SAN DIEGO AND FILED IN THE OFFICE OF THE CLERK OF THE SDUPD AS DOCUMENT NO. 14867 ON JUNE 24, 1982 AND AS DEPICTED ON ENGINEERING DRAWING NO. 2E;

THENCE NORTH 48°13'59" EAST, ALONG SAID NORTHWESTERLY LINE, 12.00 FEET;

THENCE NORTH 41°46'01" WEST, 1.00 FOOT;

THENCE SOUTH 48°13′59" WEST, 12.00 FEET;

THENCE SOUTH 41°46'01" EAST, 1.00 FOOT, TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS 12.00 SQUARE FEET OR 0.0003 ACRES OF TIDELAND AREA, MORE OR LESS.

PARCEL 10:

COMMENCING AT A FOUND 3" BRASS DISC STAMPED "SDUPD-033," BEING GPS STATION NO. 33 AS SHOWN ON RECORD OF SURVEY NO. 17055, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON JUNE 29, 2001 AS FILE NO. 2001-0443551 OF OFFICIAL RECORDS;

THENCE NORTH 09°55'45" EAST, 214.64 FEET, TO THE **POINT OF BEGINNING**, SAID POINT BEING AT STATION 2+15.41 IN THE NORTHWESTERLY LINE OF SHELTER ISLAND DRIVE (57.00 FEET WIDE), AS SAID SHELTER ISLAND DRIVE IS DESCRIBED IN THE DOCUMENT OF RE-CONVEYANCES OF LAND FROM THE CITY OF SAN DIEGO AND FILED IN THE OFFICE OF THE CLERK OF THE SDUPD AS DOCUMENT NO. 14867 ON JUNE 24, 1982 AND AS DEPICTED ON ENGINEERING DRAWING NO. 2E, SAID POINT BEING ALSO IN THE ARC OF A 3520.62 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 42°50'49" WEST;

THENCE NORTHEASTERLY, ALONG SAID NORTHWESTERLY LINE AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°05′52″, AN ARC LENGTH OF 6.01 FEET;

THENCE RADIAL FROM SAID POINT, NORTH 42°44'57" WEST, 4.50 FEET, TO A 3525.12 RADIUS CONCENTRIC CURVE;

THENCE SOUTHWESTERLY, ALONG SAID CONCENTRIC CURVE, THROUGH A CENTRAL ANGLE OF 00°05′52″, AN ARC LENGTH OF 6.02 FEET;

THENCE RADIAL FROM SAID CURVE, SOUTH 42°50′49″ EAST, 4.50 FEET, TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS 27.02 SQUARE FEET OR 0.001 ACRES OF TIDELAND AREA, MORE OR LESS.

PARCEL 11:

COMMENCING AT A FOUND 3" BRASS DISC STAMPED "SDUPD-033," BEING GPS STATION NO. 33 AS SHOWN ON RECORD OF SURVEY NO. 17055, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON JUNE 29, 2001 AS FILE NO. 2001-0443551 OF OFFICIAL RECORDS;

THENCE SOUTH 83°10′15″ WEST, 278.64 FEET, TO THE **POINT OF BEGINNING**, SAID POINT BEING AT STATION 5+55.73 IN THE NORTHWESTERLY LINE OF SHELTER ISLAND DRIVE (57.00 FEET WIDE), AS SAID SHELTER ISLAND DRIVE IS DESCRIBED IN THE DOCUMENT OF RECONVEYANCES OF LAND FROM THE CITY OF SAN DIEGO AND FILED IN THE OFFICE OF THE CLERK OF THE SDUPD AS DOCUMENT NO. 14867 ON JUNE 24, 1982 AND AS DEPICTED ON ENGINEERING DRAWING NO. 2E, SAID POINT BEING ALSO IN THE ARC OF A 3530.62 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 47°19′30″ EAST;

THENCE SOUTHWESTERLY, ALONG SAID NORTHWESTERLY LINE AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°07'47", AN ARC LENGTH OF 8.00 FEET;

THENCE RADIAL TO SAID CURVE, NORTH 47°11'43" WEST, 4.50 FEET, TO A 3526.12 FOOT RADIUS CONCENTRIC CURVE;

THENCE NORTHEASTERLY, ALONG SAID CONCENTRIC CURVE, THROUGH A CENTRAL ANGLE OF 00°07'47", AN ARC LENGTH OF 7.99 FEET;

THENCE RADIAL FROM SAID CONCENTRIC CURVE, SOUTH 47°19'30" EAST, 4.50 FEET, TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS 35.98 SQUARE FEET OR 0.001 ACRES OF TIDELAND AREA, MORE OR LESS.

PARCEL 12:

COMMENCING AT A FOUND 3" BRASS DISC STAMPED "SDUPD-033," BEING GPS STATION NO. 33 AS SHOWN ON RECORD OF SURVEY NO. 17055, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON JUNE 29, 2001 AS FILE NO. 2001-0443551 OF OFFICIAL RECORDS;

THENCE SOUTH 70°52′11″ WEST, 388.06 FEET, TO THE **POINT OF BEGINNING**, SAID POINT BEING AT STATION 6+86.93 IN THE NORTHWESTERLY LINE OF SHELTER ISLAND DRIVE (57.00 FEET WIDE), AS SAID SHELTER ISLAND DRIVE IS DESCRIBED IN THE DOCUMENT OF RECONVEYANCES OF LAND FROM THE CITY OF SAN DIEGO AND FILED IN THE OFFICE OF THE CLERK OF THE SDUPD AS DOCUMENT NO. 14867 ON JUNE 24, 1982 AND AS DEPICTED ON ENGINEERING DRAWING NO. 2E, SAID POINT BEING ALSO IN THE ARC OF A 3530.62 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 45°12′47″ EAST;

THENCE SOUTHWESTERLY, ALONG SAID NORTHWESTERLY LINE AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°04'52", AN ARC LENGTH OF 5.00 FEET;

THENCE RADIAL TO SAID CURVE, NORTH 45°07'55" WEST, 3.00 FEET, TO A 3527.62 FOOT RADIUS CONCENTRIC CURVE;

THENCE NORTHEASTERLY, ALONG SAID CONCENTRIC CURVE, THROUGH A CENTRAL ANGLE OF 00°04'52", AN ARC LENGTH OF 4.99 FEET;

THENCE RADIAL FROM SAID CONCENTRIC CURVE, SOUTH 45°12'47" EAST, 3.00 FEET, TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS 14.99 SQUARE FEET OR 0.0003 ACRES OF TIDELAND AREA, MORE OR LESS.

PARCEL 13:

COMMENCING AT A FOUND 3" BRASS DISC STAMPED "SDUPD-033," BEING GPS STATION NO. 33 AS SHOWN ON RECORD OF SURVEY NO. 17055, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON JUNE 29, 2001 AS FILE NO. 2001-0443551 OF OFFICIAL RECORDS;

THENCE SOUTH 64°57′50″ WEST, 500.72 FEET, TO THE **POINT OF BEGINNING**, SAID POINT BEING AT STATION 8+09.39 IN THE NORTHWESTERLY LINE OF SHELTER ISLAND DRIVE (57.00 FEET WIDE), AS SAID SHELTER ISLAND DRIVE IS DESCRIBED IN THE DOCUMENT OF RECONVEYANCES OF LAND FROM THE CITY OF SAN DIEGO AND FILED IN THE OFFICE OF THE CLERK OF THE SDUPD AS DOCUMENT NO. 14867 ON JUNE 24, 1982 AND AS DEPICTED ON ENGINEERING DRAWING NO. 2E, SAID POINT BEING ALSO IN THE ARC OF A 3530.62 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 43°14′30″ EAST;

THENCE SOUTHWESTERLY, ALONG SAID NORTHWESTERLY LINE AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°04'52", AN ARC LENGTH OF 5.00 FEET;

THENCE RADIAL TO SAID CURVE, NORTH 43°09'38" WEST, 2.25 FEET, TO A 3528.37 FOOT RADIUS CONCENTRIC CURVE;

THENCE NORTHEASTERLY, ALONG SAID CONCENTRIC CURVE, THROUGH A CENTRAL ANGLE OF 00°04'52", AN ARC LENGTH OF 4.99 FEET;

THENCE RADIAL FROM SAID CONCENTRIC CURVE, SOUTH 43°14'30" EAST, 2.25 FEET, TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS 11.25 SQUARE FEET OR 0.0003 ACRES OF TIDELAND AREA, MORE OR LESS.

PARCEL 14:

COMMENCING AT A FOUND 3" BRASS DISC STAMPED "SDUPD-033," BEING GPS STATION NO. 33 AS SHOWN ON RECORD OF SURVEY NO. 17055, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON JUNE 29, 2001 AS FILE NO. 2001-0443551 OF OFFICIAL RECORDS;

THENCE SOUTH 62°57'37" WEST, 562.79 FEET, TO THE **POINT OF BEGINNING**, SAID POINT BEING AT STATION 8+74.70 IN THE NORTHWESTERLY LINE OF SHELTER ISLAND DRIVE (57.00 FEET WIDE), AS SAID SHELTER ISLAND DRIVE IS DESCRIBED IN THE DOCUMENT OF RECONVEYANCES OF LAND FROM THE CITY OF SAN DIEGO AND FILED IN THE OFFICE OF THE CLERK OF THE SDUPD AS DOCUMENT NO. 14867 ON JUNE 24, 1982 AND AS DEPICTED ON ENGINEERING DRAWING NO. 2E, SAID POINT BEING ALSO IN THE ARC OF A 3530.62 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 42°11'25" EAST;

THENCE SOUTHWESTERLY, ALONG SAID NORTHWESTERLY LINE AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°07'48", AN ARC LENGTH OF 8.00 FEET;

THENCE RADIAL TO SAID CURVE, NORTH 42°03'37" WEST, 4.00 FEET, TO A 3526.62 FOOT RADIUS CONCENTRIC CURVE;

THENCE NORTHEASTERLY, ALONG SAID CONCENTRIC CURVE, THROUGH A CENTRAL ANGLE OF 00°07'48", AN ARC LENGTH OF 7.99 FEET;

THENCE RADIAL FROM SAID CONCENTRIC CURVE, SOUTH 42°11'25" EAST, 4.00 FEET, TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS 31.99 SQUARE FEET OR 0.0007 ACRES OR TIDELAND AREA, MORE OR LESS.

PARCEL 15:

COMMENCING AT A FOUND 3" BRASS DISC STAMPED "SDUPD-003," BEING GPS STATION NO. 3 AS SHOWN ON RECORD OF SURVEY NO. 16668, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON JULY 25, 2000, AS FILE NO. 2000-390905 OF OFFICIAL RECORDS;

THENCE NORTH 33°45′14″ EAST, 900.59 FEET, TO THE **POINT OF BEGINNING**, SAID POINT BEING AT STATION 12+09.39 IN THE NORTHWESTERLY LINE OF SHELTER ISLAND DRIVE (57.00 FEET WIDE), AS SAID SHELTER ISLAND DRIVE IS DESCRIBED IN THE DOCUMENT OF RE-CONVEYANCES OF LAND FROM THE CITY OF SAN DIEGO AND FILED IN THE OFFICE OF THE CLERK OF THE SDUPD AS DOCUMENT NO. 14867 ON JUNE 24, 1982 AND AS DEPICTED ON ENGINEERING DRAWING NO. 2D,

THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 48°13'59" ESAT, 12.50 FEET;

THENCE NORTH 41°46'01" WEST, 4.50 FEET;

THENCE SOUTH 48°13′59" WEST, 12.50 FEET;

THENCE SOUTH 41°46'01" EAST, 4.50 FEET, TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS 56.25 SQUARE FEET OR 0.001 ACRES OF TIDELAND AREA, MORE OR LESS.

PARCEL 16:

COMMENCING AT A FOUND 3" BRASS DISC STAMPED "SDUPD-003," BEING GPS STATION NO. 3 AS SHOWN ON RECORD OF SURVEY NO. 16668, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON JULY 25, 2000, AS FILE NO. 2000-390905 OF OFFICIAL RECORDS;

THENCE NORTH 29°11′20″ WEST, 690.06 FEET, TO THE **POINT OF BEGINNING**, SAID POINT BEING AT STATION 14+29.05 IN THE NORTHWESTERLY LINE OF SHELTER ISLAND DRIVE (57.00 FEET WIDE), AS SAID SHELTER ISLAND DRIVE IS DESCRIBED IN THE DOCUMENT OF RECONVEYANCES OF LAND FROM THE CITY OF SAN DIEGO AND FILED IN THE OFFICE OF THE CLERK OF THE SDUPD AS DOCUMENT NO. 14867 ON JUNE 24, 1982 AND AS DEPICTED ON ENGINEERING DRAWING NO. 2D, SAID POINT BEING ALSO IN THE ARC OF A 9840.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 41°50′33″ WEST;

THENCE NORTHEASTERLY, ALONG SAID NORTHWESTERLY LINE AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°04'32", AN ARC LENGTH OF 13.00 FEET;

THENCE RADIAL FROM SAID CURVE, NORTH 41°46'01" WEST, 4.00 FEET, TO A 9844.00 FOOT RADIUS CONCENTRIC CURVE;

THENCE SOUTHWESTERLY, ALONG SAID CONCENTRIC CURVE, THROUGH A CENTRAL ANGLE OF 00°04'32", AN ARC LENGTH OF 13.01 FEET;

THENCE RADIAL TO SAID CONCENTRIC CURVE, SOUTH 41°50′33" EAST, 4.00 FEET, TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS 52.01 SQUARE FEET OR 0.001 ACRES OF TIDELAND AREA, MORE OR LESS.

PARCEL 17:

COMMENCING AT A FOUND 3" BRASS DISC STAMPED "SDUPD-003," BEING GPS STATION NO. 3 AS SHOWN ON RECORD OF SURVEY NO. 16668, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON JULY 25, 2000, AS FILE NO. 2000-390905 OF OFFICIAL RECORDS;

THENCE NORTH 26°16′58″ WEST, 600.80 FEET, TO THE **POINT OF BEGINNING**, SAID POINT BEING AT STATION 15+23.83 IN THE NORTHWESTERLY LINE OF SHELTER ISLAND DRIVE (57.00 FEET WIDE), AS SAID SHELTER ISLAND DRIVE IS DESCRIBED IN THE DOCUMENT OF RECONVEYANCES OF LAND FROM THE CITY OF SAN DIEGO AND FILED IN THE OFFICE OF THE CLERK OF THE SDUPD AS DOCUMENT NO. 14867 ON JUNE 24, 1982 AND AS DEPICTED ON ENGINEERING DRAWING NO. 2D, SAID POINT BEING ALSO IN THE ARC OF A 9840.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 42°23′46″ WEST;

THENCE NORTHEASTERLY, ALONG SAID NORTHWESTERLY LINE AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°02'27", AN ARC LENGTH OF 7.00 FEET;

THENCE RADIAL FROM SAID CURVE, NORTH 42°21'19" WEST, 4.50 FEET, TO A 9844.50 FOOT RADIUS CONCENTRIC CURVE;

THENCE SOUTHWESTERLY, ALONG SAID CONCENTRIC CURVE, THROUGH A CENTRAL ANGLE OF 00°02'27", AN ARC LENGTH OF 7.00 FEET;

THENCE RADIAL TO SAID CONCENTRIC CURVE, SOUTH 42°23′46″ EAST, 4.50 FEET, TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS 31.51 SQUARE FEET OR 0.001 ACRES OF TIDELAND AREA, MORE OR LESS.

PARCEL 18:

COMMENCING AT A FOUND 3" BRASS DISC STAMPED "SDUPD-003," BEING GPS STATION NO. 3 AS SHOWN ON RECORD OF SURVEY NO. 16668, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON JULY 25, 2000, AS FILE NO. 2000-390905 OF OFFICIAL RECORDS;

THENCE NORTH 19°21′57" WEST, 459.11 FEET, TO THE **POINT OF BEGINNING**, SAID POINT BEING AT STATION 16+78.89 IN THE NORTHWESTERLY LINE OF SHELTER ISLAND DRIVE (57.00 FEET WIDE), AS SAID SHELTER ISLAND DRIVE IS DESCRIBED IN THE DOCUMENT OF RECONVEYANCES OF LAND FROM THE CITY OF SAN DIEGO AND FILED IN THE OFFICE OF THE CLERK OF THE SDUPD AS DOCUMENT NO. 14867 ON JUNE 24, 1982 AND AS DEPICTED ON ENGINEERING DRAWING NO. 2D, SAID POINT BEING ALSO IN THE ARC OF A 9840.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 43°17′59" WEST;

THENCE NORTHEASTERLY, ALONG SAID NORTHWESTERLY LINE AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°01'55", AN ARC LENGTH OF 5.50 FEET;

THENCE RADIAL FROM SAID CURVE, NORTH 43°16'04" WEST, 3.50 FEET, TO A 9843.50 FOOT RADIUS CONCENTRIC CURVE;

THENCE SOUTHWESTERLY, ALONG SAID CONCENTRIC CURVE, THROUGH A CENTRAL ANGLE OF 00°01'55", AN ARC LENGTH OF 5.50 FEET;

THENCE RADIAL TO SAID CONCENTRIC CURVE, SOUTH 43°17′59" EAST, 3.50 FEET, TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS 19.25 SQUARE FEET OR 0.0004 ACRES OF TIDELAND AREA, MORE OR LESS.

PARCEL 19:

COMMENCING AT A FOUND 3" BRASS DISC STAMPED "SDUPD-003," BEING GPS STATION NO. 3 AS SHOWN ON RECORD OF SURVEY NO. 16668, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON JULY 25, 2000, AS FILE NO. 2000-390905 OF OFFICIAL RECORDS;

THENCE NORTH 06°00′14" WEST, 321.21 FEET, TO THE **POINT OF BEGINNING**, SAID POINT BEING AT STATION 18+42.44 IN THE NORTHWESTERLY LINE OF SHELTER ISLAND DRIVE (57.00 FEET WIDE), AS SAID SHELTER ISLAND DRIVE IS DESCRIBED IN THE DOCUMENT OF RECONVEYANCES OF LAND FROM THE CITY OF SAN DIEGO AND FILED IN THE OFFICE OF THE CLERK OF THE SDUPD AS DOCUMENT NO. 14867 ON JUNE 24, 1982 AND AS DEPICTED ON ENGINEERING DRAWING NO. 2D, SAID POINT BEING ALSO IN THE ARC OF A 9840.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 44°15′24" WEST;

THENCE NORTHEASTERLY, ALONG SAID NORTHWESTERLY LINE AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°02'27", AN ARC LENGTH OF 7.00 FEET;

THENCE RADIAL FROM SAID CURVE, NORTH 44°12'57" WEST, 4.00 FEET, TO A 9844.00 FOOT RADIUS CONCENTRIC CURVE;

THENCE SOUTHWESTERLY, ALONG SAID CONCENTRIC CURVE, THROUGH A CENTRAL ANGLE OF 00°02'27", AN ARC LENGTH OF 7.00 FEET;

THENCE RADIAL TO SAID CONCENTRIC CURVE, SOUTH 44°15′24" EAST, 4.00 FEET, TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS 28.01 SQUARE FEET OR 0.001 ACRES OF TIDELAND AREA, MORE OR LESS.

PARCEL 20:

COMMENCING AT A FOUND 3" BRASS DISC STAMPED "SDUPD-003," BEING GPS STATION NO. 3 AS SHOWN ON RECORD OF SURVEY NO. 16668, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON JULY 25, 2000, AS FILE NO. 2000-390905 OF OFFICIAL RECORDS;

THENCE NORTH 45°50′35″ WEST, 202.18 FEET, TO THE **POINT OF BEGINNING**, SAID POINT BEING AT STATION 20+94.33 IN THE NORTHWESTERLY LINE OF SHELTER ISLAND DRIVE (57.00 FEET WIDE), AS SAID SHELTER ISLAND DRIVE IS DESCRIBED IN THE DOCUMENT OF RECONVEYANCES OF LAND FROM THE CITY OF SAN DIEGO AND FILED IN THE OFFICE OF THE CLERK OF THE SDUPD AS DOCUMENT NO. 14867 ON JUNE 24, 1982 AND AS DEPICTED ON ENGINEERING DRAWING NO. 2D, SAID POINT BEING ALSO IN THE ARC OF A 9840.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 45°43′39″ WEST;

THENCE SOUTHWESTERLY, ALONG SAID NORTHWESTERLY LINE AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°03'19", AN ARC LENGTH OF 9.500 FEET;

THENCE RADIAL FROM SAID CURVE, NORTH 45°46'58" WEST, 8.00 FEET, TO A 9845.00 FOOT RADIUS CONCENTRIC CURVE;

THENCE SOUTHWESTERLY, ALONG SAID CONCENTRIC CURVE, THROUGH A CENTRAL ANGLE OF 00°03'30", AN ARC LENGTH OF 10.00 FEET;

THENCE RADIAL FROM SAID CONCENTRIC CURVE, NORTH 45°50'28" WEST, 2.50 FEET, TO A 9847.50 FOOT RADIUS CONCENTRIC CURVE;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°03'51", AN ARC LENGTH OF 11.00 FEET;

THENCE RADIAL TO SAID CONCENTRIC CURVE, SOUTH 45°46'37" EAST, 3.25 FEET, TO A 9844.25 FOOT RADIUS CONCENTRIC CURVE;

THENCE NORTHEASTERLY, ALONG SAID CONCENTRIC CURVE, THROUGH A CENTRAL ANGLE OF 00°02'58", AN ARC LENGTH OF 8.50 FEET;

THENCE RADIAL TO SAID CONCENTRIC CURVE, SOUTH 45°43′39" EAST, 4.25 FEET, TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS 68.63 SQUARE FEET OR 0.002 ACRES OF TIDELAND AREA, MORE OR LESS.

ALL AS SOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT OT ANY AND ALL EXISTING MATTERS OF RECORD.

THE BEARINGS AND GRID DISTANCES IN THE ABOVE LEGAL DESCRIPTION ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM, ZONE 6, NAD 83, EPOCH 1991.35.

LEGAL DESCRIPTIONS PREPARED BY ACCURATE LAND SURVEYS, INC.

ROBERT J. RUSSELL, PLS 8211

JANUARY 18, 2025



LEGEND

COX COMMUNICATIONS.

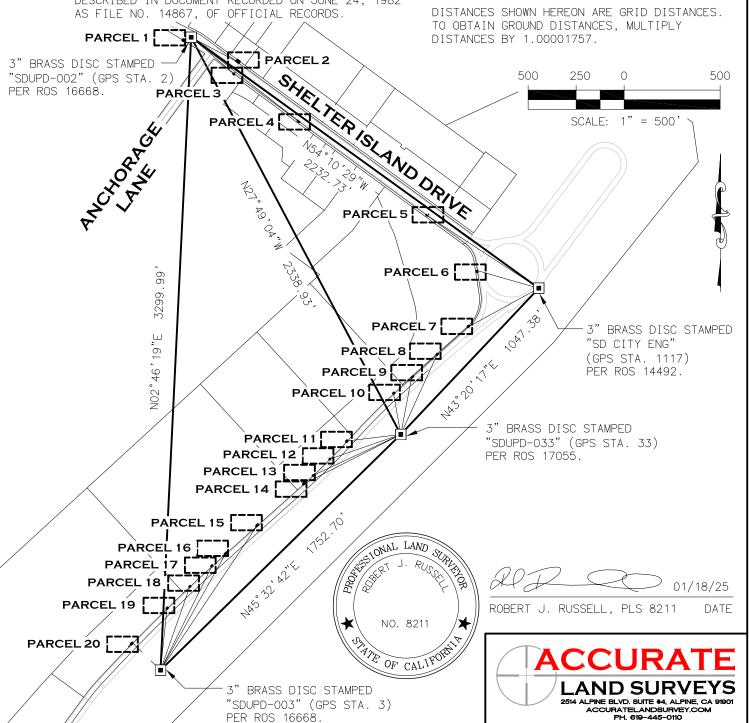
EXHIBIT "B" KEY MAP

Page 31 of 51 A **BASIS OF BEARINGS**

INDICATES CONTROL MONUMENT AS NOTED HEREON. INDICATES EASEMENT TO

> () INDICATES RECORD DATA PER ENGINEERING DRAWINGS DESCRIBED IN DOCUMENT RECORDED ON JUNE 24, 1982

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6, EPOCH 1991.35 GRID BEARING BETWEEN GPS STA. NO. 2 AND GPS STA. NO. 3 PER RECORD OF SURVEY NO. 16668. I.E. NO2°46'19"E.



DRAWN SS/MP CHECKED MP **REVIEWED APPROVED**

LAND SURVEYOR, SDUPD

SAN DIEGO UNIFIED PORT DISTRICT

PER ROS 16668.

NON-EXCLUSIVE TIDELANDS EASEMENT WITHIN CORPORATE LIMITS OF SAN DIEGO

COX COMMUNICATIONS

DRAWING NO. XXX-XXX

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