



THE CITY OF SAN DIEGO
REPORT TO THE CITY COUNCIL

DATE ISSUED: February 18, 2011

REPORT NO: 11-029

ATTENTION: Land Use and Housing Committee Chairman and Committee Members
Agenda of March 9, 2011

SUBJECT: San Diego State University Foundation - Easement

REQUESTED ACTION:

Authorize the Mayor or his designee to execute a non-exclusive underground easement to San Diego State University Foundation for underground seawater pipes over a portion of Parcel 2 of Record of Survey Map No. 16556, which is adjacent to 2392 Kincaid Road, San Diego, CA.

STAFF RECOMMENDATION:

Authorize the requested action.

BACKGROUND:

The City of San Diego owns unimproved property (APN 450-790-07) located on the southeast shore of what is commonly known as the "Boat Channel." The Boat Channel is owned by the United States of America, located north of Harbor Boulevard and west of Lindbergh Field Airport. San Diego State University Foundation Coastal Waters Laboratory ("SDSUF") operates a laboratory at 2392 Kincaid Road immediately southeast of the unimproved City Property.

The laboratory supports science studies involving the collection of aquatic, hydrologic and biologic data with associated laboratory and computer analysis for research purposes. SDSUF needs to convey seawater from the Boat Channel to the laboratory using underground pipes installed under the City Property in a northwest-southeast direction and has requested an underground easement consisting of approximately 700 square feet of land for the duration of the Foundation Lease. The easement is within a proposed "esplanade" park along the east side of the boat channel that will be part of a 49-acre park (US Navy 2001 public benefit conveyance). The easement would have a minimal affect on the proposed park use and no visual impact.

The pipes were installed under a permit from the Army Corps of Engineers and a Right of Entry permit from the City of San Diego.

FISCAL CONSIDERATIONS:

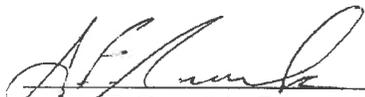
The City will receive \$2,500 as payment for the easement. The \$2,500 will be deposited into the General Fund.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

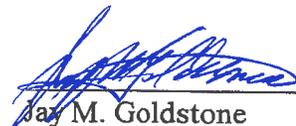
N/A

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

San Diego State University.



James F. Barwick, Director
Real Estate Assets Department



Jay M. Goldstone
Chief Operating Officer

*Recording Requested by and
When Recorded Mail to:*

San Diego State University Research Foundation
Attention: Eric Elson
5250 Campanile Drive, 4th Floor
San Diego, CA 92182-1999

APNs 450-790-07 & 450-790-08

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF EASEMENT AND AGREEMENT [Seawater Pipeline]

THIS GRANT OF EASEMENT AND AGREEMENT ("Agreement") is made by and between THE CITY OF SAN DIEGO, a California municipal corporation ("GRANTOR"), and SAN DIEGO STATE UNIVERSITY FOUNDATION, a California nonprofit corporation doing business as "San Diego State University Research Foundation" ("GRANTEE"), to be effective when executed by the parties and approved by the San Diego City Attorney, and as of the date of its recordation (the "Effective Date") in the Office of the County Recorder of San Diego County, California, as follows:

RECITALS

- A. GRANTOR owns that certain real property (the "City Property," APN#450-790-07) located in San Diego, California, on the southeasterly shore of what is commonly known as the "Boat Channel" and owned by the United States of America, which lies north of Harbor Boulevard and west of Lindbergh Field Airport, and as more particularly described in **Exhibit A: Legal Description of City Property**, attached hereto. The City Property is dedicated park land.
- B. Under that certain CITY OF SAN DIEGO LEASE by and between GRANTOR and GRANTEE and filed in the Office of the San Diego City Clerk as Document No. RR-299424 on July 12, 2004 (the "Foundation Lease"), GRANTEE is the holder of a leasehold estate (the "Benefited Property") in other GRANTOR-owned property (the "Benefited Property Parcel," APN#450-790-08) located at 2392 Kincaid Road immediately southeast of the City Property, with the southeast boundary of the City Property and the northwest boundary of the Benefited Property Parcel being a common boundary. The Benefited Property Parcel is more particularly described in **Exhibit B: Legal Description of Benefited Property Parcel**, attached hereto, and depicted on **Exhibit B-1: Diagram of Benefited Property Parcel**, attached hereto.
- C. The City Property is currently encumbered by nonexclusive easements reserved by the United States of America in that certain QUITCLAIM DEED recorded in the Office of the San Diego County Recorder as Document Number 2001-0665987 on September 17, 2001, attached hereto as **Exhibit C: USA Quitclaim Deed**.

- D. GRANTEE operates the San Diego State University Research Foundation Coastal Waters Laboratory on the Benefited Property. For research purposes, GRANTEE needs to convey seawater from the Boat Channel to the laboratory, and to discharge seawater from the laboratory into the Boat Channel using underground pipes (the "Seawater Pipes") installed under the City Property in a northwest-southeast direction.
- E. Under the terms and conditions of this Agreement, GRANTOR will grant to GRANTEE a non-exclusive underground easement within the City Property for GRANTEE'S benefit as holder of the Benefited Property.

FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged, GRANTOR and GRANTEE agree as follows:

1. Grant of Easement. GRANTOR grants to GRANTEE a nonexclusive underground easement (the "Seawater Pipeline Easement") in and to that portion of the City Property (the "Seawater Pipeline Easement Area") consisting of approximately 700 square feet of land and described in **Exhibit D: Description of Seawater Pipeline Easement Area**, attached hereto, and depicted on **Exhibit D1: Diagram of Seawater Pipeline Easement Area**, attached hereto, for the duration of the Foundation Lease, provided GRANTEE continuously uses the Seawater Pipeline Easement Area solely for the purpose of installing, maintaining, repairing, replacing, and removing the Seawater Pipes and any necessary related facilities, and restoring the City Property as required by this Agreement, and for no other use whatsoever. The use of the word "grant" shall not imply any warranty on the part of GRANTOR with respect to the Easement or the Seawater Pipeline Easement Area.
2. Relocation. GRANTOR may from time to time require the relocation of the Seawater Pipes if, in GRANTOR'S opinion, GRANTEE'S use of the Seawater Pipes Easement Area unreasonably interferes with GRANTOR'S present or future use of the City Property. GRANTOR shall provide a substitute for the Seawater Pipes Easement Area reasonably suited to GRANTEE'S needs at no cost to GRANTEE, and GRANTOR shall reimburse GRANTEE for all reasonable costs incurred for each such relocation. GRANTEE shall not be required to stop using the then-existing Seawater Pipes until replacement Seawater Pipes are installed and usable in the substitute Seawater Pipes Easement Area.
3. Character of Easement. The Seawater Pipeline Easement shall be appurtenant to GRANTEE'S leasehold estate in the Benefited Property (including any division of the Benefited Property, whether by parcel map, subdivision map, or otherwise).
4. Reservation. GRANTOR expressly reserves for itself and its successors and assigns the right to use the Seawater Pipeline Easement Area and to grant licenses and other easements within the Seawater Pipeline Easement Area, provided such uses do not unreasonably adversely interfere with the rights granted herein.

5. Right of Entry. GRANTOR grants to GRANTEE a right of entry upon the City Property for the purpose of accessing the Seawater Pipeline Easement Area to effect the installation, maintenance, repair, replacement, and removal of the Seawater Pipes and any necessary related facilities, and the restoration of the City Property as required by this Agreement.
6. Property Damage. If GRANTEE'S use of any of the City Property results in damage to any property, real or personal, on, under, or above the City Property, GRANTEE shall repair all such damage at its sole cost and expense.
7. Processing Fee. Upon execution and delivery of this Agreement, GRANTEE shall pay to GRANTOR a processing fee in the amount of Eight Hundred Thirty-One Dollars (\$831) as a cost-recovery fee for staff services and costs related to the processing of this Agreement.
8. Easement Purchase Price. Upon execution and delivery of this Agreement, GRANTEE shall pay to GRANTOR the purchase price of the Seawater Pipeline Easement in the amount of Two Thousand Five Hundred Dollars (\$2,500), which is agreed to be the fair market value of the Seawater Pipeline Easement.
9. Governmental Approvals. By entering into this Agreement, neither GRANTOR nor the San Diego City Council is obligating itself to any governmental agent, board, commission, or agency with regard to any other discretionary action relating to GRANTEE'S use of any part of the City Property. Discretionary action includes without limitation re-zonings, variances, environmental clearances, and all other required governmental approvals.
10. Compliance with Laws. GRANTEE, at GRANTEE'S sole cost and expense, shall comply with all applicable laws, ordinances, and regulations, including without limitation all applicable regulatory, environmental, and safety requirements in its use of any part of the City Property.
11. No Affiliation. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, or other affiliation between GRANTOR and GRANTEE or between GRANTOR and any other entity or party, or cause GRANTOR to be responsible in any way for the debts or obligations of GRANTEE or any other party or entity.
12. Default. GRANTEE shall be in default of this Agreement if GRANTEE breaches any of its obligations under this Agreement and fails to correct the breach within thirty (30) days after written notice thereof from GRANTOR, or if not correctible within thirty (30) days, fails to commence to correct the breach within thirty (30) days and diligently pursue the correction to completion within a reasonable time.
13. Termination. This Agreement and the Seawater Pipeline Easement shall automatically terminate upon the expiration or earlier termination of the Foundation Lease. GRANTOR may terminate this Agreement and the Seawater Pipeline Easement at any time: (a) after twelve (12) months of continuous non-use of the

Easement or the Easement Area by GRANTEE; (b) GRANTEE'S use of any part of the City Property is or becomes incompatible or inconsistent with GRANTOR'S use of the City Property as public park land; or (c) upon GRANTEE'S default of this Agreement.

- (a) Quitclaim. Upon GRANTOR'S request after the termination of this Agreement and the Seawater Pipeline Easement, GRANTEE shall execute and deliver to GRANTOR a recordable quitclaim deed in form and content satisfactory to GRANTOR quitclaiming to GRANTOR any and all interest GRANTEE may have in and to the City Property and the Easement.
 - (b) No Liability. GRANTOR shall not be obligated for any loss, financial or otherwise, which GRANTEE may incur as a result of the termination of this Agreement and the Seawater Pipeline Easement. GRANTEE expressly waives any claim against GRANTOR for expense or loss which GRANTEE might incur as a result of such termination.
14. Survival. Causes of action that accrue under this Agreement shall survive its termination.
15. Superior Interests. The Seawater Pipeline Easement is subject to all superior interests in or affecting the City Property, whether or not of record. GRANTEE shall obtain all licenses, permits, and agreements from such third parties as may be or become necessary or reasonably advisable to allow its use of the Seawater Pipeline Easement Area, relative to any such superior interest.
- (a) Accommodation. If GRANTEE'S use of the Seawater Pipeline Easement Area is or becomes inconsistent or incompatible with a superior interest in or affecting the City Property, GRANTEE shall take such actions and pay all costs and expenses necessary to remove such inconsistency or incompatibility to the satisfaction of the holder of the superior interest.
 - (b) Conflicting Repairs; Notice. Except in the case of an emergency, if any facilities on, under, or above the City Property are to be repaired, replaced, or relocated, and such work may adversely affect GRANTEE'S use of the Seawater Pipeline Easement Area, GRANTOR shall notify GRANTEE in writing at least thirty (30) days prior to commencement of the work. Such notice shall state the scope and expected duration of such work.
16. Improvements/Alterations. GRANTEE shall not construct any additional improvements, structures, or installations within the Seawater Pipeline Easement Area, and shall not alter the Seawater Pipeline Easement Area, without GRANTOR'S prior written consent. Except as required by law, GRANTOR shall not be obligated to make or assume any expense for any repair, improvement, or alteration within the Seawater Pipeline Easement Area.
- (a) Removal of Improvements. Upon the termination of the Seawater Pipeline Easement, any and all improvements, fixtures, structures, and installations or

additions to the Seawater Pipeline Easement Area installed or constructed therein by GRANTEE shall be deemed to be part of the Seawater Pipeline Easement Area, and shall become GRANTOR'S property free of all liens and claims. Notwithstanding the foregoing, GRANTOR may, upon notice to GRANTEE delivered within thirty (30) days after such termination, elect not to assume ownership of any or all such GRANTEE-installed improvements, fixtures, structures, and installations. In that case, GRANTEE shall, at GRANTEE'S sole cost and expense, remove such denied improvements, fixtures, structures, and installations and restore the Seawater Pipeline Easement Area to its original condition as soon as reasonably practicable, but in no event later than sixty (60) days after GRANTOR'S notice. If GRANTEE fails to perform such removal and restoration as required by this section, GRANTOR may, at its option, perform such removal and restoration at GRANTEE'S sole reasonable cost and expense.

- (b) Removal of Personal Property. Upon the termination of the Seawater Pipeline Easement, GRANTEE shall remove all GRANTEE-owned machines, appliances, equipment, and other items of personal property from the Seawater Pipeline Easement Area as soon as practicable, but in no event later than sixty (60) days after the termination of the Seawater Pipeline Easement. Any such items which GRANTEE fails to remove shall be deemed abandoned and become GRANTOR'S property free of all claims and liens, or GRANTOR may, at its option, remove such items at GRANTEE'S sole reasonable cost and expense.
 - (c) Grading. GRANTEE represents and warrants that any grading and compaction operations shall be done in such a manner that will not disrupt the existing surface drainage pattern and the final grades will not interfere with the existing flow pattern.
17. Insurance. GRANTEE shall deliver to GRANTOR'S Real Estate Assets Department a current certificate of insurance for Commercial General Liability Insurance, providing coverage for bodily injury, including death, personal injury, and property damage with limits of at least One Million Dollars (\$1,000,000) per occurrence, subject to an annual aggregate of at least Two Million Dollars (\$2,000,000).
- (a) Additional Insureds. Pursuant to a separate endorsement [CG2010 (11/85) or equivalent form], "The City of San Diego, its elected officials, officers, employees, representatives, and agents" shall be named as additional insureds in all policies.
 - (b) Primary & Non-Contributory. Insurance policies shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or maintained by GRANTOR.
 - (c) Qualified Insurer(s). All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California

which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to GRANTOR. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City of San Diego requirements.

- (d) Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy shall be GRANTEE'S sole responsibility and must be disclosed and acceptable to GRANTOR at the time evidence of insurance is provided.
 - (e) Continuity of Coverage. All policies shall be in effect on or before the Effective Date. At least thirty (30) days prior to the expiration of each insurance policy, GRANTEE shall furnish a certificate showing that a new or extended policy has been obtained which meets the requirements of this Agreement. GRANTEE shall provide proof of continuing insurance at least annually. If insurance lapses or is discontinued for any reason, GRANTEE shall immediately notify GRANTOR and obtain replacement insurance as soon as possible.
 - (f) Modification. To assure protection from and against the kind and extent of risk existing with GRANTEE'S use of any part of the City Property, GRANTOR, at its discretion, may require the revision of amounts and coverage at any time by giving GRANTEE thirty (30) days prior written notice. GRANTEE shall also obtain any additional insurance required by GRANTOR for new improvements, changed circumstances, or GRANTOR'S reasonable re-evaluation of risk levels related to GRANTEE'S use of any part of the City Property.
 - (g) Accident Reports. GRANTEE shall immediately report to GRANTOR any accident causing property damage or injury to persons and related to GRANTEE'S use of any part of the City Property. Such report shall contain the names and addresses of the people involved, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.
 - (h) Causes of Loss - Special Form Property Insurance. GRANTEE shall obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all of GRANTEE'S insurable property related to its use of any part of the City Property in an amount to cover 100 percent (100%) of the replacement cost. GRANTEE shall deliver to GRANTOR'S Real Estate Assets Department a certificate of such insurance.
18. GRANTEE'S Indemnification Obligation. GRANTEE shall protect, defend, indemnify, and hold GRANTOR, its elected officials, officers, representatives, agents, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to GRANTEE'S officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with this

Agreement or GRANTEE'S use and occupancy of the Seawater Pipeline Easement Area , and all expenses of investigating and defending against same, including without limitation reasonable attorney fees and costs; provided, however, that GRANTEE 'S obligations under this section shall not apply to any claims or liability arising from the gross negligence, recklessness, or intentional misconduct of GRANTOR, its elected officials, officers, representatives, agents, and employees.

19. GRANTOR'S Indemnification Obligation. GRANTOR shall protect, defend, indemnify, and hold GRANTEE, its officers, representatives, agents, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to GRANTOR 'S elected officials, officers, representatives, agents, and employees, which arise out of or are in any manner directly or indirectly connected with GRANTOR'S acts or omissions related to GRANTOR'S use of the City Property or GRANTOR'S performance of its obligations under this Agreement, and all expenses of investigating and defending against same, including without limitation reasonable attorney fees and costs; provided, however, that GRANTOR 'S obligations under this section shall not apply to any claims or liability arising from the negligence or intentional misconduct of GRANTEE, its officers, representatives, agents, and employees.

20. Hazardous Substances. GRANTEE shall not allow the illegal installation, storage, utilization, generation, sale, or release of hazardous or otherwise regulated substances in, on, under, or from any part of the City Property. GRANTEE and GRANTEE'S agents and contractors shall not install, store, utilize, generate, or sell any hazardous substance on or within any part of the City Property without GRANTOR'S prior written consent. GRANTEE shall, prior to initiating any operations, obtain all required permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a hazardous substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment, or device which holds or incorporates a hazardous substance or hazardous waste. GRANTEE discloses that the seawater taken in through the Seawater Pipes may contain hazardous substances. GRANTEE shall, however, intake and discharge seawater only in compliance with applicable laws, rules, and regulations of competent authority.
 - (a) Release. For the purposes of this provision, a release shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" shall mean any hazardous liquid, solid, or gaseous material substances listed by the Environmental Protection Agency or the State of California as a hazardous substance, and any type of petroleum-related substances and their chemical constituents. Copies

of the presently effective EPA and California lists are on file in the Office of the San Diego City Clerk as Document No.769704, which is incorporated into this Agreement.

- (b) Remediation. If GRANTEE'S use of any part of the City Property results in a release of a hazardous substance, or petroleum-related substance or its chemical constituents, GRANTEE shall pay all costs of remediation and removal to the GRANTOR'S satisfaction for unrestricted reuse of the City Property, and in accordance with all applicable laws, rules, and regulations of governmental authorities.
- (c) Removal. If GRANTEE or GRANTEE'S contractor or agent has received approvals and permits to store, utilize, generate, or install, or otherwise bring hazardous materials or hazardous wastes to any part of the City Property, GRANTEE and/or GRANTEE'S contractor or agent shall remove all such hazardous substances and hazardous wastes in any type of container, equipment, or device from the City Property immediately upon or prior to termination of the Seawater Pipeline Easement. GRANTOR may conduct inspections of the City Property and request documentation demonstrating the legal removal and disposal of the hazardous materials, wastes, or other containers, equipment, or devices from the City Property. GRANTEE shall be responsible for any and all costs incurred by GRANTOR to remove containers, equipment, and devices requiring removal or disposal as required by this section.
- (d) Environmental Clean-Up Costs. GRANTEE shall pay all environmental clean-up costs and expenses resulting from GRANTEE'S use of any part of the City Property, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary GRANTOR response costs; (v) all fines, penalties, or fees assessed by any regulatory agency; (vi) damages for injury to natural resources; and (vii) all costs of any health assessments or health effect studies.
- (e) Notice of Release. If GRANTEE knows or has reasonable cause to believe that a hazardous substance or petroleum-related substance or its chemical constituents has been released on, from, or beneath the Seawater Pipeline Easement Area or any part of the City Property used by GRANTEE pursuant to this Agreement, GRANTEE shall immediately notify GRANTOR and any appropriate regulatory or reporting agency per California Administrative Code Title 19 and any other applicable laws or regulations. GRANTEE shall deliver a written report thereof to GRANTOR within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If GRANTEE knows or has reasonable cause to believe that a release of a hazardous substance or petroleum-related substance or its chemical constituents is imminent or that any such substance poses an imminent

substantial danger to public health and safety, GRANTEE shall take all actions necessary to alleviate the danger. If GRANTEE receives any notice to comply or notice of violation, or if any legal action is brought against GRANTEE involving environmental liability related to GRANTEE'S use of any part of the City Property, GRANTEE shall immediately notify GRANTOR in writing.

- (f) Environmental Assessment. Upon reasonable cause to believe that GRANTEE'S use of any part of the City Property resulted in any hazardous substance being released on, from, or beneath the City Property, GRANTOR may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer and selected through the City of San Diego's Request for Proposal process. The environmental assessment shall be obtained at GRANTEE'S sole cost and expense, and shall establish what, if any, hazardous substances have more likely than not been caused by GRANTEE'S use of any part of the City Property and in what quantities. If any such hazardous substances exist in quantities greater than allowed by municipal, state, or federal laws, statutes, ordinances, or regulations, or require future restricted re-use of the City Property, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted re-use and in compliance with those laws or statutes, and estimates of the cost of such remediation or removal. GRANTEE shall cause, or if GRANTEE fails to do so within a reasonable period of time, as determined by GRANTOR in its sole discretion, GRANTOR may cause the remediation and removal recommended in the environmental assessment such that unrestricted re-use of the City Property and compliance with environmental law and regulations are achieved, and GRANTEE shall pay all costs and expenses therefor.
15. Taxes & Fees. GRANTEE alone shall pay any and all taxes, charges, and use fees levied by any governmental agency against GRANTEE as a result of the Seawater Pipeline Easement or GRANTEE'S use of any part of the City Property pursuant to this Agreement.
16. Encumbrances. GRANTEE shall keep the City Property free from all encumbrances and liens of any nature which arise out of or are in any manner directly or indirectly connected with the Seawater Pipeline Easement or GRANTEE'S use of any part of the City Property, including without limitation GRANTEE'S failure or the failure of any contractor or subcontractor hired by GRANTEE to pay any person or persons referred to in Section 3181 of the California Civil Code or other applicable sections thereof.

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17. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and may be served personally, sent by United States mail, postage prepaid, or by reliable overnight courier. Notice shall be effective upon confirmed receipt. The parties' addresses for notice are as follows:

THE CITY OF SAN DIEGO
Director, Real Estate Assets Department
1200 3rd Avenue, Suite 1700, M.S. 51A
San Diego, California 92101

With a copy by First Class Mail to: SAN DIEGO CITY ATTORNEY
Attn: Real Property Section
1200 Third Avenue, Suite 1100
San Diego, California 92101-4106

SAN DIEGO STATE UNIVERSITY RESEARCH FOUNDATION
Attention: Eric Elson
5250 Campanile Drive, 4th Floor
San Diego, California 92182-1999
RE: Seawater Pipeline Easement

With a copy by First Class Mail to: SAN DIEGO STATE UNIVERSITY
RESEARCH FOUNDATION
Attention: Executive Director
RE: Seawater Pipeline Easement
5250 Campanile Drive, 4th Floor
San Diego, California 92182-1999

18. Waiver. A party's waiver of a breach or default by the other party shall not be a waiver of any other breach or default. No waiver shall be valid and binding unless in writing and executed by the waiving party and delivered to the other party. A party's delay or failure to enforce a right or remedy shall not be a waiver of that or any other right or remedy. The enforcement of a particular right or remedy for a breach or default shall not waive any other right or remedy for the same breach or default, or for any other or later breach or default. The failure by either party to discover a breach or default, or take prompt action to require the cure of any breach or default, shall not result in an equitable estoppel, but each party shall at all times have the legal right to require the cure of any breach or default.
19. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the rights granted hereby and the obligations assumed herein. All prior or contemporaneous agreements, oral or written, relating to such matters are terminated, except as to causes of action accrued under such agreements. Any modification or amendment of this Agreement shall be effective only if in writing, signed by the parties, and recorded in the Office of the San Diego County (California) Recorder. Headings to each section are solely for convenience and are not a part of this Agreement. All exhibits to this Agreement are incorporated herein.

20. Partial Invalidity. If any term, covenant, condition, or provision of this Agreement is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
21. Legal Proceedings. If either party brings an action or proceeding against the other party to enforce or interpret the rights and obligations under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses thereof, including without limitation reasonable attorney fees and costs. The “prevailing party” shall be that party who obtains substantially the result sought, whether by settlement, dismissal, or judgment. If, as a result of an action brought by or against GRANTEE in connection with this Agreement or the Seawater Pipeline Easement, GRANTOR is involuntarily made a party thereto, GRANTEE shall pay all of GRANTOR’S costs and expenses thereof, including without limitation reasonable attorney fees and costs.
22. Cumulative Remedies. Rights and remedies under this Agreement are cumulative and shall not limit or otherwise waive or deny any rights or remedies at law or in equity.
23. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same instrument.
24. Governing Law. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of California.
25. Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.
26. Authority to Contract. Each individual executing this Agreement on behalf of another person or legal entity represents and warrants that they are authorized to execute and deliver this Agreement on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity’s articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Agreement is binding upon such person or entity in accordance with its terms. Each person executing this Agreement on behalf of another person or legal entity represents and warrants that such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

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27. Acceptance of Seawater Pipeline Easement Area. By signing this Agreement, GRANTEE represents and warrants that it has independently inspected the Seawater Pipeline Easement Area and made all tests, investigations, and observations necessary to satisfy itself as to the condition of the Seawater Pipeline Easement Area and its suitability for its use thereof. GRANTEE further represents and warrants that it is not relying on any representation by GRANTOR as to the condition of the Seawater Pipeline Easement Area or its suitability for GRANTEE'S use thereof, and that GRANTEE is relying solely on its own and independent inspections, tests, investigations, and observations of the Seawater Pipeline Easement Area in entering into this Agreement. GRANTEE accepts the Seawater Pipeline Easement Area in its current condition, and acknowledges and agrees that GRANTOR has no obligation to improve, modify, repair, replace, alter, or otherwise develop the Seawater Pipeline Easement Area. GRANTEE shall not hold GRANTOR responsible for any defects in the Seawater Pipeline Easement Area.

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the date of its recordation in the Office of the San Diego County (California) Recorder.

SAN DIEGO STATE UNIVERSITY
FOUNDATION, a California nonprofit
corporation doing business as "San Diego State
University Research Foundation"

BY: 

Norma E. Clark,
Associate Executive Director

THE CITY OF SAN DIEGO, a California
municipal corporation

BY: _____
James F. Barwick, CCIM,
Director, Real Estate Assets Department

Approved as to form and legality:

JAN I. GOLDSMITH, City Attorney

BY: _____
Name: _____
Title: _____

Exhibit "A"

Legal Description of City Property

Parcel 2 of Record of Survey Map No. 16556, in the City of San Diego, County of San Diego, State of California, according to map thereof, filed in the office of the county recorder of said county, April 25, 2000.

Exhibit B: Legal Description of Benefited Property

BEING A PORTION OF PARCEL 3 OF RECORD OF SURVEY IN THE CITY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO R.O.S. NO. 16556, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 25, 2000, SAID AREA IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ALONG THE WESTERLY BOUNDARY LINE OF PARCEL 3 OF R.O.S. NO. 16556, THENCE;

1. NORTH 36°44'14" EAST 186.15 FEET TO THE TRUE POINT OF BEGINNING, THENCE; CONTINUING
2. NORTH 36°44'14" EAST 89.95 FEET THENCE;
3. NORTH 27°04'11" EAST 28.19 FEET TO THE BEGINNING OF A NON TANGENT 65.00-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, RADIAL TO SAID POINT BEARS NORTH 82°29'41" WEST; THENCE ALONG THE ARC OF SAID CURVE
4. SOUTHEASTERLY, EASTERLY & NORTHEASTERLY 163.33 FEET THROUGH A CENTRAL ANGLE OF 143°58'05", TO THE BEGINNING OF A TANGENT 20.00-FOOT RADIUS REVERSE CURVE CONCAVE SOUTHEASTERLY; THENCE ALONG THE ARC OF SAID CURVE
5. NORTHEASTERLY & EASTERLY 18.84 FEET THROUGH A CENTRAL ANGLE OF 53°58'05"; THENCE
6. SOUTH 82°29'41" EAST 382.39 FEET TO THE BEGINNING OF A TANGENT 25-FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE ALONG THE ARC OF SAID CURVE
7. EASTERLY, SOUTHEASTERLY & SOUTHERLY 39.28 FEET THROUGH A CENTRAL ANGLE OF 90°01'00", THENCE LEAVING SAID CURVE
8. SOUTH 07°31'19" WEST 306.37 FEET; THENCE
9. NORTH 32°55'10" WEST 6.89 FEET; THENCE
10. SOUTH 41°24'00" WEST 4.94 FEET; THENCE

- 11. NORTH 48°36'00" WEST 12.12 FEET; THENCE
- 12. NORTH 33°28'19" WEST 27.90 FEET; THENCE
- 13. NORTH 48°39'16" WEST 367.36 FEET; THENCE
- 14. NORTH 82°20'35" WEST 138.64 FEET; THENCE
- 15. NORTH 52°58'39" WEST 48.11 FEET; THENCE
- 16. NORTH 90°00'00" WEST 54.63 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.117 ACRES, MORE OR LESS.

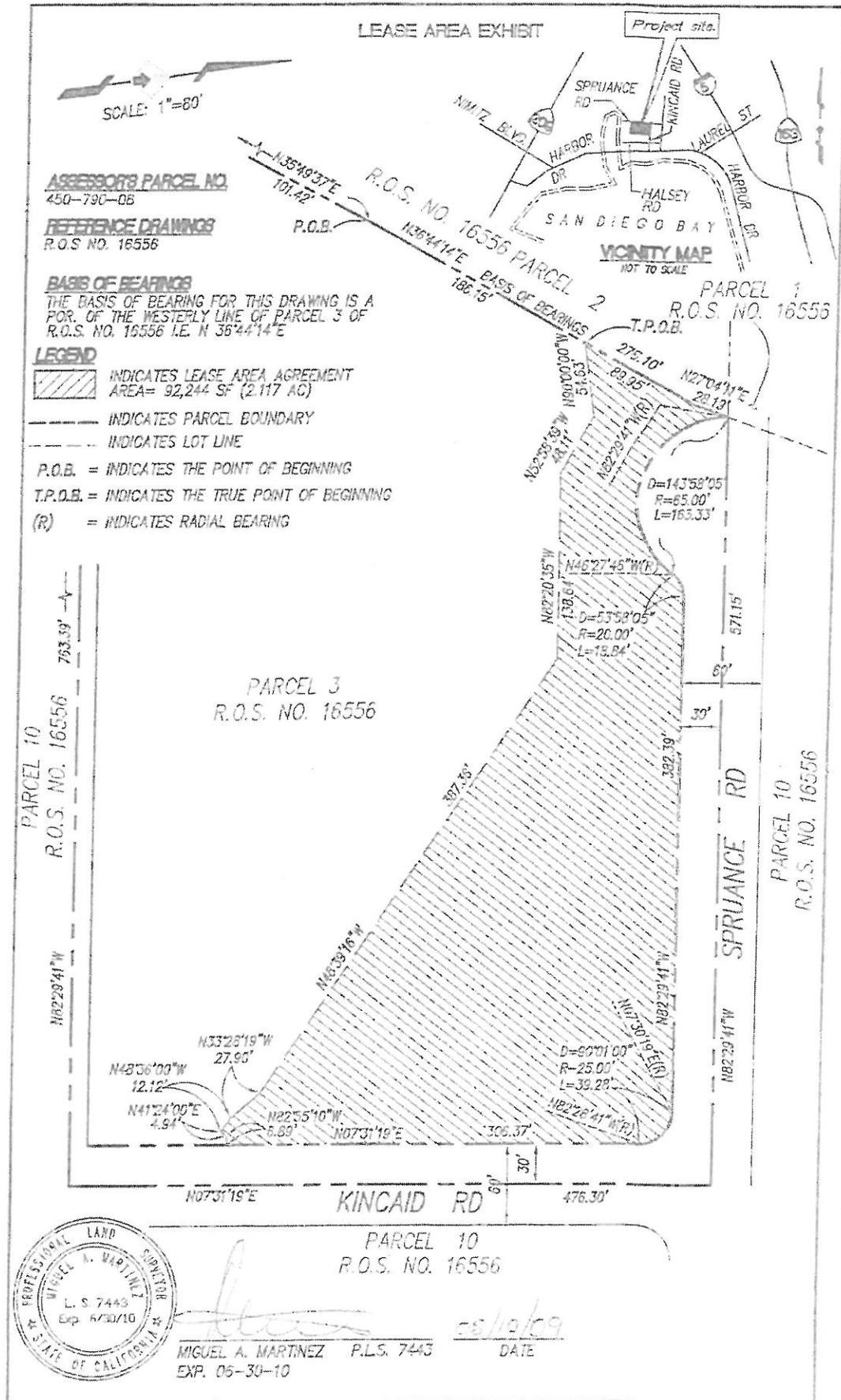
THIS LEGAL DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.


MIGUEL A. MARTINEZ P.L.S. 7443

08/10/09
DATE



Exhibit B-1: Diagram of Benefited Property



PLEASE COMPLETE THIS INFORMATION.

Exhibit C: USA Quitclaim Deed

RECORDING REQUESTED BY:

CITY CLERK

SEND WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF SAN DIEGO
MAIL STATION 2A

THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON SEP 17, 2001
DOCUMENT NUMBER 2001-0665987
GREGORY J. SMITH, COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE
TIME: 11:33 AM

THIS SPACE FOR RECORDER'S USE ONLY

NO DOCUMENTARY TAX DUE - R & T 11922 (amended)
Presented for record by the CITY OF SAN DIEGO

SGM

QUITCLAIM DEED

(Please fill in document title(s) on the this line)

Parcel VI - Naval Training Center (NTC) Public Benefit Conveyance/08/20/2001

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

Please Record and
return to City Clerk
Mail Station 2A

Parcel VI, Naval Training Center San Diego
San Diego County, California

NO DOCUMENT TAX DUE
R & T 11922 (Amended)
Presented for record by the City of San Diego

QUITCLAIM DEED

and

Environmental Restriction Pursuant to Civil Code Section 1471

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Director, National Park Service, under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 337), as amended, and particularly as amended by Public Law 485, 91st Congress, and regulations and orders promulgated thereunder (hereinafter designated "Grantor"), for and in consideration of the perpetual use of the hereinafter described premises as and for public park and public recreation area purposes, by the City of San Diego (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, all Grantor's right, title and interest in and to Property, including improvements appurtenant thereto, located in San Diego County, California, containing approximately 49 acres and more particularly described as follows; Parcels 1, 2, 5, and 6 as depicted on Record of Survey Map No. 16556 filed April 25, 2000 in the Book of Record of Survey in the Office of the County Recorder for the County of San Diego, State of California, hereinafter designated "Property".

The hereinbefore described Property is granted by the Grantor to the Grantee subject to valid and existing easements of record for streets, utility systems, rights-of-way, railroads, pipelines, and/or covenants, restrictions, reservations, conditions, licenses, and agreements which now exist affecting the foregoing described premises, and further subject to the reservations, exceptions, restrictions, conditions and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

The United States of America has constructed and installed structures, facilities, land lines, pipelines and conduits on the Property, including those used for water, gas, electricity, steam, communications, heating and cooling to serve and support continuing activities of the Department of Navy, its successors and assigns, off of the Property. Grantor hereby reserves the easements depicted and described in Exhibits A through E for the purposes described therein. Said easements shall be non-exclusive and the Grantee may make use of the underlying Property, provided it does so in a manner consistent with the Grantor's rights under the easements. Said easements shall include the right, upon a minimum of twenty-four (24) hour advance notice, except in the case of an emergency, to enter upon, above or below the Property to construct, operate, maintain, repair, or replace, or modify Grantor's improvements, provided the surface is restored to the condition previously existing and provided that interference with the Grantee's use of the Property is minimized to the extent practicable. Grantee agrees, on behalf of itself and its successors and assigns, as a covenant running with the land, that it shall protect or relocate improvements within the reserved easement depicted and described in Exhibits A through E in a manner satisfactory to the Department of Navy, its successors or assigns, should such protection or relocation be required as result of the Grantee's, its successors or assigns use of the Property. Such protection or relocations shall be accomplished at no expense to the Grantor. Any proposed use requiring such protection or relocation of improvements shall not begin or proceed prior to obtaining the written consent of the Department of Navy, successors or assigns and all reasonable requirements and conditions of the grant of consent are complied with. Consent shall not be unreasonably withheld or delayed.

Said reserved easements are subject to the express condition subsequent that they shall remain in effect for so long as required by the United States of America. In the event, and at such time, as it shall determine in writing that such easements are no longer so required, said easements shall thereupon terminate. The

Grantor, the Department of Navy, successor, or assigns shall have no obligation to remove any of the improvements or restore the land subject to said easements unless such removal or restoration is required by applicable law or subsequent agreement.

The Grantor expressly excepts and reserves any remaining oil, gas, and mineral rights and deposits in said land, without rights of surface entry, to the Grantor or to such person(s) as may be authorized by the Grantor to prospect, mine, and remove such deposits from the hereinbefore described Property under applicable laws.

The Grantee by its acceptance of this deed does acknowledge its understanding of the agreement, and does covenant and agree for itself, and its successors and assigns, forever, as follows:

1. This Property shall be used and maintained for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in an application submitted by the Grantee on October 15, 1999 and subsequent amendments thereto, which program and plan may be amended from time to time at the written request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments will be added to and become a part of the original application.
2. The Grantee shall, within 6 months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the Property is a park or recreation area and has been acquired from the Federal Government for use by the general public.
3. The Property shall not be sold, leased, assigned or otherwise disposed of except to another eligible governmental agency without the prior approval of the Secretary of the Interior in writing. Any such disposition shall assure the continued use and maintenance of the Property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.
4. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the Property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.
5. The Grantee further agrees to comply with the requirements of Public Law 90-480 (82 Stat. 718) the Architectural Barriers Act of 1968 as amended by Public Law 91-205 of 1970 (84 Stat. 49) to assure that facilities developed on this Property are accessible to the physically handicapped; and, further assure in accordance with Public Law 93-112, the Rehabilitation Act of 1973 (87 Stat. 394) that no otherwise qualified handicapped individual shall solely by reasons of his handicap be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity in effect on this Property; and agrees to comply with the provisions of Title III of the Age Discrimination Act of 1975, as amended (Public Law 94-135; 45 C.F.R. Part 90) prohibiting discrimination on the basis of age in programs and activities conducted on this Property.
6. Portions of the subject Property have been determined to be located within a 100-year floodplain. In order to minimize damage to facilities constructed within floodprone areas, the Grantee covenants and

agrees to comply, where applicable, with the provisions of the Flood Disaster Protection Act of 1973 (87 Stat. 975) and the National Flood Insurance Act of 1968 (42 U.S.C. 4102) and local laws which implement these Acts.

7. As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that: (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior as in effect on the date of this Deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964, except where California law is contrary; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior or his successor; (6) this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns; and (7) the Grantor expressly reserves a right of access to, and entrance upon, the above described Property in order to determine compliance with the terms of this conveyance.
8. Except as otherwise provided herein, the Grantee, its successors and assigns, shall hold harmless, defend and indemnify the United States, its employees, agents, and representatives from and against any suit, claim, demand or action, liability, judgement, cost or other fee arising out of any claim for personal injury or Property damage (including death, illness, or loss of or damage to Property or economic loss) that relates to the Grantee's failure to comply with the terms of this deed or from the use or occupancy of the Property by the Grantee and/or the Grantee's successors and assigns, transferees, or agents.
9. In accordance with Section 120(h)(3)(A)(i) of Comprehensive Environmental Response and Liability Act (CERCLA) (42 U.S.C. 9620) and implementing regulations, the Grantor herein provides the attached notice of hazardous substances which were stored for one year or more, released, or disposed of on the Property. Based upon a search of records and to the extent such information is available, the type, quantity and date of such storage, release, or disposal of hazardous substances and a description of remedial actions taken, if any, is contained in Exhibit F, attached hereto and made a part hereof.
10. Pursuant to Section 120(h)(3)(A)(ii) of CERCLA, the Grantor, by the Department of the Navy, covenants and warrants that all remedial action or corrective action found to be necessary to protect human health and the environment with respect to described hazardous substance(s) has been taken prior to the date of this deed on herein described Property and any additional remedial action or corrective action found to be necessary after the date of this deed regarding such hazardous substance(s), including releases or threats of releases resulting from actions of the Grantor or the Department of Navy as of the date of this deed shall be conducted by the United States.
11. Pursuant to Section 120(h)(3)(A)(iii) of CERCLA (42 U.S.C. 9620), the Grantor, through and for the Department of the Navy and on behalf of the State of California, their agencies officers, agents,

employees, contractors, and subcontractors reserves a right of access to the Property in any case in which remedial action or correction action is found to be necessary, after the date of this conveyance for the purpose of, but not limited to monitoring, investigation, sampling, testing, or removal of any hazardous substance(s). In addition, a right of access to and entry upon all of the hereinabove described Property in any case in which a remedial action or corrective action is determined to be necessary on any Property adjoining the hereinabove described Property, including but not limited to monitoring, investigation, sampling, testing or removal of any hazardous substance(s). The Grantee shall be provided reasonable notice of action requiring access to the Property and endeavor to minimize the disruption of the Grantee's use of the Property.

11.1. The right to enter described in this section shall include the right to conduct tests, investigations and surveys, including where necessary, drilling, testpitting, boring and other similar activities. Such right shall also include the right to construct, operate, maintain, or undertake any other necessary remedial or corrective action including, but not limited to monitoring wells, extraction wells, and treatment facilities.

11.2. In connection with remedial or corrective action conducted under this section, the Grantee agrees on behalf of itself, its successors and assigns, as a covenant running with the land to comply with the provisions of any health or safety plan approved by appropriate regulatory authorities and in effect during the course of such action.

11.3. In accordance with, and to the extent required by applicable federal, state, and local laws, and to the extent that Grantee or its successors or assigns have not caused or contributed to any release or threat of release, Navy will timely;

11.3.1. Assess, inspect, investigate, study, and remove or remediate, as appropriate, the release or threat of release of a hazardous substance, pollutant, or contaminant from or on the Property caused by Department of Defense activities at the Property.

11.3.2. Settle or defend any claim, demand, or order made by federal, state, or local regulators or third parties in connection with any release or threat of release of a hazardous substance, pollutant or contaminant from or on the Property cause by Department of Defense activities at the Property.

11.4. Grantee agrees, on behalf of itself and its successors and assigns, as a covenant running with the land, that it shall:

11.4.1. Notify Navy in writing within ninety (90) days after learning of any previously unidentified condition on the Property that suggests a response action is necessary, or within ninety days after receiving notice of a claim by federal, state, or local regulators, or other third parties, of the existence of any condition on the Property that suggests a response action is necessary. If Grantee, or its successors and assigns is served with a complaint or written notice of a claim by federal, state, or local regulators, the served party shall provide the Navy with a copy of such document not later than fifteen (15) days following service of such document; and

11.4.2. Furnish Navy copies or pertinent papers Grantee, or any successor or assigns receives, and

11.4.3. Provide, upon written request of the Navy, reasonable access to the records and personnel of Grantee, or any successor or assign, for the purposes of defending or resolving the need for additional response action.

11.5. Neither Grantee, nor its successors and assigns shall have any claim solely on account of the exercise of any reserved right of entry against the United States of the State of California, or any of their agencies, officers, agents, employees, contractors, or subcontractors.

12. With regard to the release or threat of release of petroleum or a petroleum derivative from or on the Property caused by Department of Defense activities;

- 12.1. In accordance with and to the extent required by applicable federal, state, or local law, Navy will timely:
 - 12.1.1. Assess, inspect, investigate, study, and remove or remediate, as appropriate, the release or threat of release of petroleum or a petroleum derivative from or on the Property caused by the Department of Defense activities at the Property; and
 - 12.1.2. Settle or defend any claim, demand, or order made by federal, state, or local regulators or third parties in connection with a release or threat of release of petroleum derivative, form or on the Property caused by the Department of Defense activities at the Property.
 - 12.2. Grantee agrees, on behalf of itself and its successor and assigns, as a covenant running with the land, that upon learning of any previously unidentified release or threat of release of petroleum or a petroleum derivative from or on the Property, that may have been caused by Department of Defense activities at the Property, will notify Navy as provided for in Section 11.4.1 above.
13. Pursuant to Section 330 of P.L. 102-484, as amended, and subject to the provisions of this section, Navy shall hold harmless, defend, and indemnify in full Grantee, and other persons or entity that acquires ownership or control of the Property and any successor, assignee, transferee, lender, or lessee or Grantee or of any other person or entity that acquires ownership or control of the Property (collectively and individually "Indemnitee(s)") from and against any suit, claim, demand or action, liability, judgement, cost or other fee arising out of any claim for personal injury or Property damage (including death, illness, or loss of or damage to Property or economic loss) that result from, or is in any manner predicated upon, the release or threat of release of any hazardous substance, pollutant, contaminant, petroleum, or petroleum derivative from or on the Property as a result of Department of Defense activities at the Property.
- 13.1. Navy will not indemnify an Indemnitee to the extent said Indemnitee caused or contributed to any release or threat of release of any hazardous substance, pollutant, contaminant, petroleum, or petroleum derivative at the Property. Navy shall be entitled to contribution from Indemnitees to the extent Navy shows that such Indemnitees caused or contributes to any release. However, the availability of contribution shall not affect the requirement of Navy to defend Indemnitees, unless such Indemnitees are solely responsible for the release or threat of release giving rise to the claim for indemnify, in which case Navy shall have no duty to defend as to said claim.
 - 13.2. In any case in which Navy determines Navy may be required to indemnify an Indemnitee for any suit, claim, demand, or action, liability, judgement, cost, or other fee arising out of any claim for personal injury, or Property damage, Navy may settle or defend, on behalf of Indemnitee, the claim for personal injury or Property damage. Prior to taking any action or reaching any final settlement under this section that could adversely impact any Indemnitee, Navy shall consult with such Indemnitee to minimize any such impact.
 - 13.3. If any Indemnitee refused to allow Navy to settle or defend any claim, then Indemnitee shall not be afforded indemnification with respect to such claim.
 - 13.4. Indemnification shall not be afforded by Navy to an Indemnitee unless:
 - 13.4.1. Such Indemnitee notifies Navy in writing within ninety (90) days after such an indemnification claim accrues. If an Indemnitee is served with a complaint or written notice of a claim by a private party or by Federal, State, or local regulators, Indemnitee will provide Navy with a copy of such document not later than fifteen (15) days following service of such complaint or written notice. A claim for indemnification accrues when the Indemnitee receives written notice of any suit, claim, demand or action, that the Indemnitee knows, or reasonably should have known, may have been caused or contributed to by Department of Defense activities. The right of an Indemnitee to indemnification shall not expire due to late notice on the part of Indemnitee unless the Navy's ability to defend or settle is materially and adversely affected.

- 13.4.2. Such Indemnitee provides Navy copies of pertinent papers Indemnitee receives;
 - 13.4.3. Such Indemnitee provides to Navy, to the extent such is in the possession or control of such Indemnitee, evidence or proof of any claim, loss, or damage covered by this indemnity obligation; and
 - 13.4.4. Such Indemnitee provides, upon request of Navy, reasonable access to records and personnel of such Indemnitee for purposes of defending or settling the claim or action.
 - 13.5. Any Indemnitee may implement or enforce the terms of this section in its own right at its own discretion without obtaining permission from, or joining, any of the other Indemnitees.
 - 13.6. Nothing in this section creates rights of any kind in any person or entity other than United States and Indemnitees.
14. For the purposes of Sections 11, 12, and 13 above and subsections therein, the following terms have meanings indicated below;
- 14.1. "Release", "threat of release", "remedial action", "remove", "response", "hazardous substance", "pollutant", and "contaminant" have meaning given such terms under CERCLA and U.S. Environmental Protection Agency Regulations implementing CERCLA.
 - 14.2. "Department of Defense activities" means the construction, installation, placement, operation, maintenance, misuse, abandonment, or failure to maintain the buildings, equipment and land at the Property or the failure to satisfy any otherwise legally applicable obligation to investigate or remediate any environmental conditions existing at the Property. "Department of Defense activities" does not mean the release of threat of release of a hazardous substance, pollutant, contaminant, petroleum or petroleum derivative, to the extent Navy shows that the release or threat of release is caused or contributed by the Indemnitee(s).
 - 14.3. "Demand or action...arising out of any claim for...Property damage" includes, but is not limited to, any judicial, administrative, or private cost recovery proceeding brought against an Indemnitee (a) for response costs arising under CERCLA, (b) for costs incurred to enjoin or abate the presence or migration of contamination from or on the Property under the Resource Conservation and Recovery Act (RCRA), or (c) for costs incurred to comply with requirements with the requirements of other federal or state laws of regulations (or laws of any political subdivision of the state) which arise from the environmental conditions at the Property.
 - 14.4. "Environmental Conditions" means any hazardous substance, pollutant or contaminant, including hazardous waste or hazardous constituent, petroleum or petroleum derivative, disposed of, released, or existing in environmental media such as surface soil, subsurface soil, air, groundwater, surface water or subsurface geological formations at levels above background.
15. The Grantor agrees that for purposes of 42 U.S.C. Section 9620(h)(3), the acquisition of ownership or control of the Property by the Grantee or its successors or assigns will not make such person a potential responsible party or relieve Navy or its obligations herein unless activities by the Grantor, successors, or assigns cause a release or threat of a release resulting in a response cost to Navy.
16. Nothing in this deed shall diminish or waive rights which parties might otherwise have under common law or any Federal or State law or regulation, except that provisions of this deed shall be deemed to fully set forth the parties statutory rights under Section 330 of P.L. 102-484 and under 42 U.S.C. Section 9620(h)(3).
17. The Grantee is hereby informed and does acknowledge nonfriable asbestos and asbestos containing materials have been found on the Property. The Grantee acknowledges the receipt of reports that identify the location and presence of asbestos. The Grantee covenants and agrees, on behalf of it, its successors and assigns, that it will prohibit occupancy and use of building and structures containing known asbestos or asbestos containing materials hazards prior to abatement. In connection with use and

occupancy of the Property, including but not limited to demolition of buildings and structures containing asbestos or asbestos containing materials, the Grantee covenants it will comply with all applicable Federal, State and local laws relating to asbestos and asbestos containing materials; and that Grantor assumes no liability for damages for personal injury, illness, disability or death, to the Grantee, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether Grantee, its successors or assigns have properly warned or failed properly to warn the individual(s) injured. The Grantee agrees to be responsible for any future remediation of asbestos found to be necessary on the Property.

18. The Grantee is hereby informed and does acknowledge buildings and structures on the Property constructed prior to 1980 have been found to contain lead based paints. Lead based paints present an exposure risk to young children and pregnant women. The presence of lead based paints within these structures effects their use for residential purposes, including but not limited to non-dwelling facility use commonly used by children under 6 years of age (i.e. childcare center or playground). In the event buildings or structures containing lead based paints are not demolished, as provided for under the approved program of utilization, the Grantee covenants and agrees to take all necessary actions to evaluate and abate lead based paint hazards prior to the use of said buildings or structures. The Grantee further covenants and agrees to adhere with all applicable federal, state, or local laws regarding lead based paint hazards as a part of any demolition or renovation of structures containing lead based paints and prior to occupancy or use of said structures for residential purposes, including non-dwelling facility use commonly used by children under 6 years of age.
19. The Grantee agrees to indemnify, defend, save, and hold harmless the United States of America and their respective employees, officers, representatives, attorneys and agents, from and against any and all debts, duties, obligations, liabilities, law suits, claims, demands, causes of action, damages, losses, costs, and expenses (including, without limitation, costs associated with any investigation, monitoring, sampling, testing, or removal of hazardous substance(s), attorney fees and expenses, and court costs) in any way related to, connected with, or arising out of discovery of any hazardous substance(s) or other contaminant(s) which is found to have contaminated the Property after the date of this deed.
20. The Grantee acknowledges that the said Property is located within the vicinity of a commercial service airport and covenants and agrees to obtain a determination of no hazard to air navigation issued by the Federal Aviation Administration (FAA) by submitting an FAA Form 7460-1 "Notice of Proposed Construction or Alteration" to FAA, as required by 14 CFR 77, for any proposed structure exceeding the elevation profile of the existing improvements.
21. The Grantee expressly agrees for itself, its successors and assigns to prevent any use of the herein described real Property which would interfere with the landing or taking off of aircraft at the International Airport at Lindbergh Field, or otherwise constitute an airport hazard. Such hazards include interference with navigational signals or radio communication between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and other, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, create bird strike hazards, or otherwise in anyway endanger or interfere with the landing, takeoff, or maneuvering of aircraft intending to use the airport. The Grantor reserves the right to enter upon the land released hereunder, and to remove the offending structure or object, and to cut the offending growth, all at the expense of the grantee, in the event the aforesaid covenant is breached.

intending to use the airport. The Grantor reserves the right to enter upon the land released hereunder, and to remove the offending structure or object, and to cut the offending growth, all at the expense of the grantee, in the event the aforesaid covenant is breached.

22. In the event that there is a breach by the Grantee, its successors or assigns, of any of the conditions and covenants, whether caused by the legal or other inability of the Grantee, its successors or assigns, to perform said conditions and covenants, the Grantor will give written notice, with a reasonable time stated therein, that the Grantee shall eliminate, rectify, cure, or commence action to cure said breach. Upon failure to eliminate, rectify, cure, or commence action to cure said breach within the time set forth in the notice, all right, title, and interest in and to said premises shall, at the Grantor's option revert to and become the Property of the Grantor. In addition to all other remedies for such breach, the Grantee, its successors and assigns, at the Grantor's option, shall forfeit all right, title, and interest in any and all of the tenements, hereditaments, and appurtenances thereunto belonging. With regard thereto, the Grantee shall execute a deed, as directed by the Grantor, covering all interest in the premises and improvement thereon to the Grantor. The failure of the Grantor to require in any one of more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment or such future performance, but obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

23. The Grantee, by its acceptance of this deed, covenants and agrees for itself, and its successors and assigns, that in the event the Grantor exercises its option to revert all right, title, and interest in the Property to the Grantor, or the Grantee voluntarily returns title to the Property in lieu of a reverter, then the Grantee shall provide protection to and maintenance of said Property at all times until such time as the title is actually reverted or returned to and accepted by the Grantor, including the period of any notice of intent to revert. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration in its regulations FPMR 101-47.402 in effect as of the date of this deed.

24. The conditions, restrictions, reservation, and covenants set forth herein are a binding servitude of the Property, shall inure to the benefit of Grantor and Grantee and their respective successors and assigns, and will be deemed to run with the land in perpetuity, pursuant to California Civil Code Section 1462 and 1471 and other applicable authority.

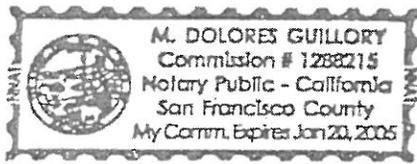
IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf on this 6 day of JULY, 2001.

UNITED STATES OF AMERICA
Acting by and through the Secretary of the Interior

By 
John J. Reynolds
Regional Director, Pacific West
National Park Service

(STATE OF CALIFORNIA)
) SS.
(COUNTY OF SAN FRANCISCO)

On this 6th day of July, 2001, before me, M. Dolores Guillory, Notary Public, personally appeared John J. Reynolds, Regional Director, Pacific West, National Park Service, of the United States of America, acting by and through the Secretary of the Interior, a governmental agency of the United States of America, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within the instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person of entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

M. Dolores Guillory
NOTARY PUBLIC

The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants and agreements therein contained.

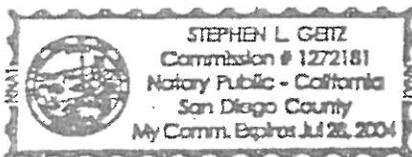
City of San Diego, California

By Michael R. Steffen

Date 9-17-2001

(STATE OF CALIFORNIA)
) SS.
(COUNTY OF SAN DIEGO)

On this 17th day of September, 2001 before me, Stephen L. Geitz, Notary Public, personally appeared Michael R. Steffen, Deputy Director, Acquisition Services, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to within the instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person of entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Stephen L. Geitz
NOTARY PUBLIC

EASEMENT FOR STEAM DISTRIBUTION LINE

In accordance with the reservation contained in the deed to which this exhibit is attached, the United States of America reserves an easement, which varies in width, for purposes of construction, installation, operation, maintenance, repair, modification or replacement of a steam distribution and other utility distribution systems, together with ancillary improvements, such easement being on, in, over and under the Property described in the deed. Said easement is described in Attachment (1) and depicted in Attachment (2).

Modifications or replacements shall not be limited to the size or capacity of the line or lines in place on the date of the reservation, provided that the burden on the Property is not unreasonably increased.



[Handwritten Signature] 1/25/01
THOMAS H. PHELPS P.L.S. 5495 DATE

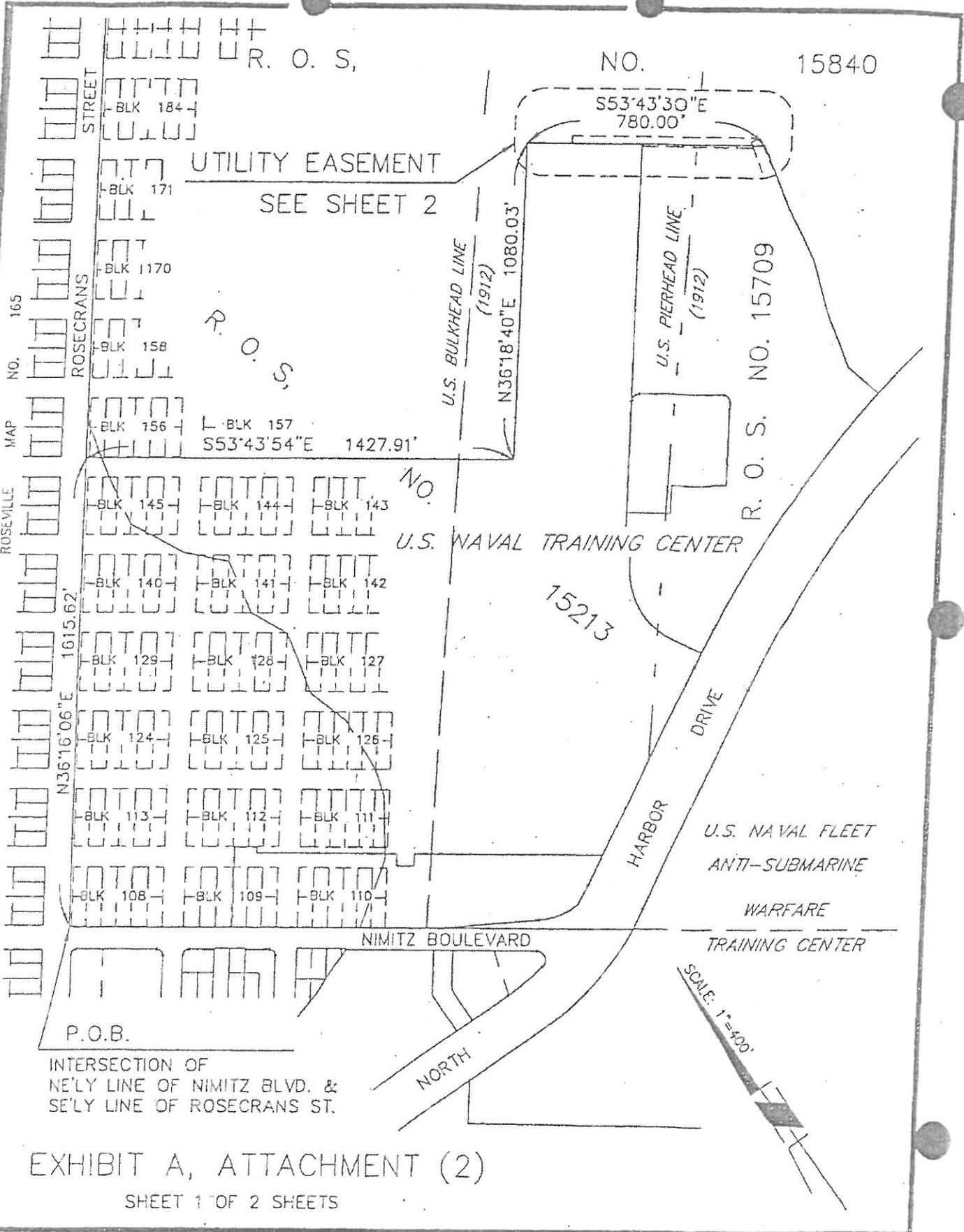
Note that the legal description contained in Attachment (1) extends beyond the Property and to that extent is not relevant to this easement.

UTILITY EASEMENT

All that portion of the U.S. Naval Training Center as shown on Record of Survey Map No. 15213, filed in the Office of the County Recorder of San Diego County, June 14, 1996, and being a portion of the Tidelands of the Bay of San Diego, as described in document recorded June 6, 1921 in Book 853, Page 126 of Deeds and a portion of the Tidelands of the Bay of San Diego as described in document recorded October 25, 1933 in Book 239, Page 408 of Official Records, all in the City of San Diego, County of San Diego, State of California, described as follows:

COMMENCING at the most Westerly corner of the U.S. Naval Training Center, being the intersection of Northeasterly line of Nimitz Boulevard (formerly Lowell Street) and the Southeasterly line of Rosecrans Street (formerly Main Street), said Southeasterly line being the Southeasterly line of the Northwesterly 10.50 feet of the Southeasterly 20.00 feet of Rosecrans Street as closed and vacated to public use by Resolution No. 25281 by the Council of the City of San Diego, February 18, 1920 and described in deed to the City of San Diego recorded March 16, 1942 in Book 1312, Page 396 of Official Records; thence along said Southeasterly line of Rosecrans Street, North $36^{\circ}16'06''$ East, 1615.62 feet; thence leaving said Southeasterly line, South $53^{\circ}43'54''$ East, 1427.91 feet; thence North $36^{\circ}18'40''$ East, 1080.03 feet; thence South $53^{\circ}43'30''$ East, 148.65 feet to the TRUE POINT OF BEGINNING; thence North $36^{\circ}16'30''$ East, 25.84 feet; thence South $53^{\circ}43'30''$ East, 615.61 feet to the northeast corner of that certain steam line easement shown as Parcel 9 on sheet 7 of Record of Survey Map No. 15840, filed in the Office of the County Recorder of San Diego County, June 12, 1998; thence along the northerly and westerly line of said steam line easement, the following two (2) courses: North $76^{\circ}40'08''$ West, 35.00 feet; thence South $13^{\circ}19'52''$ West, 21.93 feet; thence leaving said westerly line, North $53^{\circ}43'30''$ West, 364.77 feet to that certain course shown on Record of Survey Map No. 15709, filed in the Office of the County Recorder of San Diego County, January 9, 1998, as having a bearing and distance of "N $36^{\circ}16'00''$ E, 1307.97 feet"; thence along said certain course, North $36^{\circ}16'00''$ East, 8.00 feet to that certain course shown on Record of Survey Map No. 15213, filed in the Office of the County Recorder of San Diego County, June 14, 1996, as having a bearing and distance of "N $53^{\circ}43'30''$ W, 780.00 feet"; thence along said certain course, North $53^{\circ}43'30''$ West, 227.16 feet to the TRUE POINT OF BEGINNING.

CONTAINS: 0.419 Acres, more or less.



R. O. S.,

NO. 15840

BLK 184

S53°43'30"E
780.00'

UTILITY EASEMENT
SEE SHEET 2

BLK 171

U.S. BULKHEAD LINE
(1912)
N36°18'40"E 1080.03'

BLK 1170

U.S. PIERHEAD LINE
(1912)

BLK 158

R. O. S. NO. 15709

BLK 156

BLK 157
S53°43'54"E 1427.91'

ROSEVILLE MAP NO. 165

N36°16'06"E 1615.62'

NO. 15213
U.S. NAVAL TRAINING CENTER

BLK 145

BLK 144

BLK 143

BLK 140

BLK 141

BLK 142

BLK 129

BLK 128

BLK 127

BLK 124

BLK 125

BLK 126

BLK 113

BLK 112

BLK 111

BLK 108

BLK 109

BLK 110

HARBOR DRIVE

U.S. NAVAL FLEET
ANTI-SUBMARINE
WARFARE
TRAINING CENTER

NIMITZ BOULEVARD

P.O.B.
INTERSECTION OF
NE'LY LINE OF NIMITZ BLVD. &
SE'LY LINE OF ROSECRANS ST.

NORTH

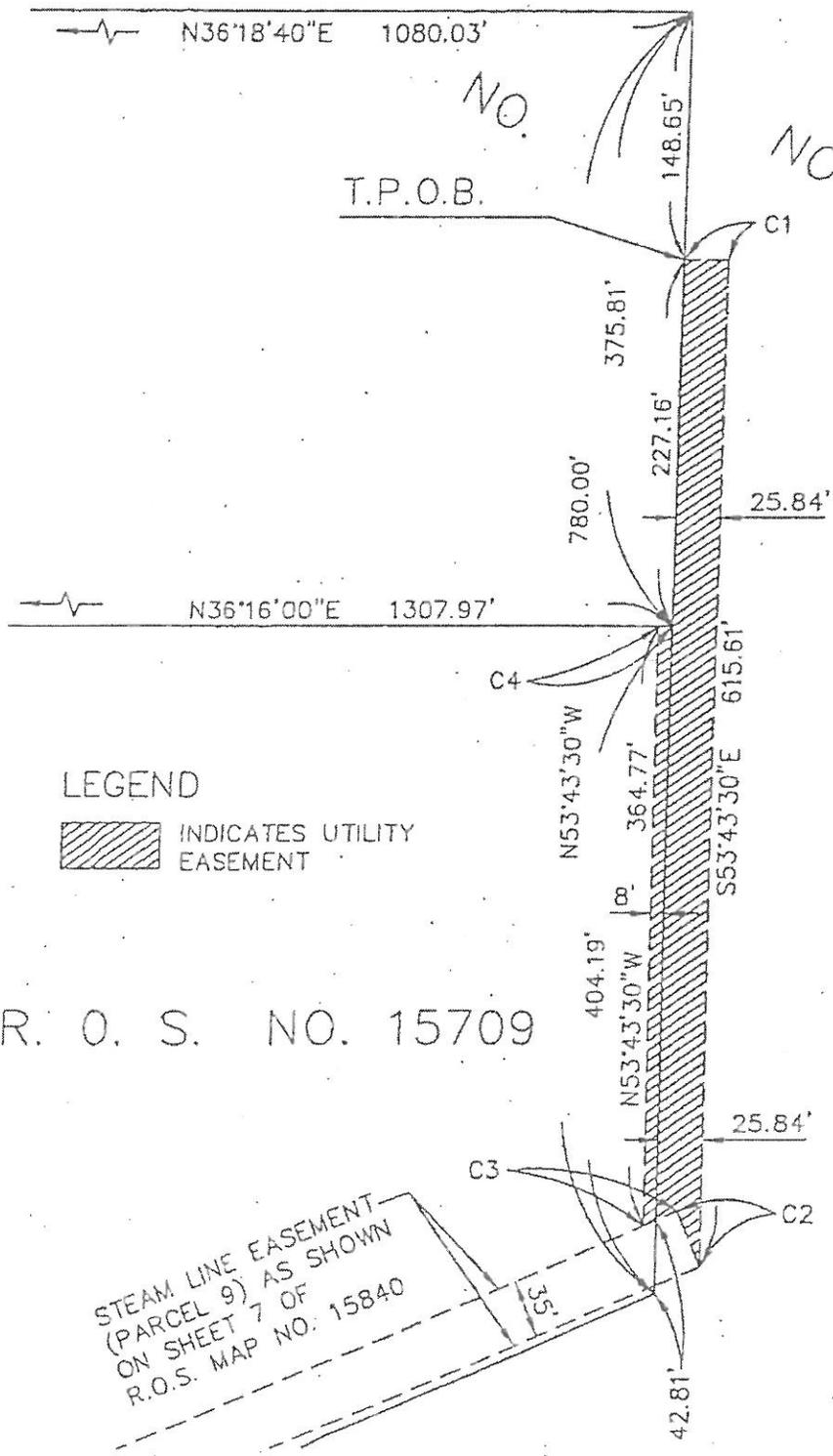
SCALE: 1"=400'

EXHIBIT A, ATTACHMENT (2)
SHEET 1 OF 2 SHEETS

R. O. S. NO. 15709

EXHIBIT A, ATTACHMENT (2)
SHEET 2 OF 2 SHEETS

U.S. NAVAL TRAINING CENTER

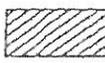


15840
15213

DATA TABLE

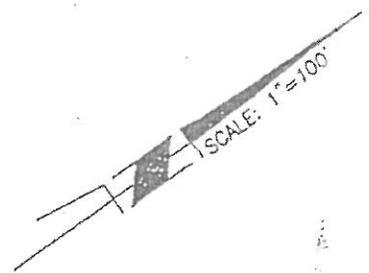
NO.	BEARING	LENGTH
C1	N36°16'30\"E	25.84'
C2	N76°40'08\"W	35.00'
C3	S13°19'52\"W	21.93'
C4	N36°16'00\"E	8.00'

LEGEND

 INDICATES UTILITY EASEMENT

R. O. S. NO. 15709

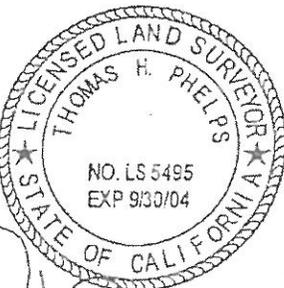
STEAM LINE EASEMENT
(PARCEL 9) AS SHOWN
ON SHEET 7 OF
R.O.S. MAP NO. 15840



EASEMENT FOR TELECOMMUNICATIONS DISTRIBUTION SYSTEM

In accordance with the reservation contained in the deed to which this exhibit is attached, the United States of America reserves an easement, approximately twelve (12) feet in width, for purposes of construction, installation, operation, maintenance, repair, modification or replacement of conduits for a telecommunications distribution system or systems, together with ancillary improvements, such easement being on, in, over and under the Property described in the deed. Said easement is described in Attachment (1) and is depicted on Record of Survey Map No. 15840 filed on June 12, 1998 in the Book of Record of Survey Maps in the office of the County Recorder for the County of San Diego.

Modifications or replacements shall not be limited to the number, size or capacity of the conduit or conduits in place on the date of the reservation, provided that the burden on the Property is not unreasonably increased.



THOMAS H. PHELPS P.L.S. 5495 DATE 1/25/01

Note that the legal description contained in Attachment (1) extends beyond the Property and to that extent is not relevant to this easement.

PARCEL 1

A 628.00 foot by 47.20 foot rectangular parcel on the westerly extension of Halsey Road, being the bridge and appurtenances thereto crossing the boat channel, the horizontal limits of said parcel being described as follows:

Commencing at the northerly end of that certain course shown on sheet 4 of 13 sheets of Record of Survey Map No. 15213 on file in the office of the County Recorder of San Diego, County, California, as having a bearing and distance of NORTH 13°53'35" WEST, 132.20 feet; thence southerly along said course SOUTH 13°53'35" EAST, 4.43 feet to the True Point of Beginning; thence NORTH 78°07'25" EAST, a distance of 627.81 feet; thence SOUTH 11°52'35" EAST, a distance of 47.20 feet; thence SOUTH 78°07'25" WEST, a distance of 628.00 feet; thence NORTH 11°52'35" WEST, a distance of 47.20 feet; thence NORTH 78°07'25" EAST, a distance of 0.19 feet to the True Point of Beginning.

Subject to covenants, conditions, reservations, restrictions, rights of way and easements of record, if any.

All as more particularly shown on Record of Survey Map No. 15840 on file in the office of the County Recorder of San Diego County, California and by this reference, made a part hereof.

The above-described parcel contains 0.68 acres, more or less.

PARCEL 2

A strip of land 12.00 feet in width, the centerline of which is described as follows: Beginning at a point in that certain course shown on sheet 6 of 13 sheets of Record of Survey Map No. 15213 on file in the office of the County Recorder of San Diego County, California, as having a bearing and distance of NORTH 12° 25'55" WEST, 36.79 feet, said point being NORTH 12° 25'55" WEST, 26.84 feet along said line from the southerly terminus of said line, thence S 82°41'08" WEST, a distance of 67.09 feet; thence SOUTH 84° 05' 08" WEST, a distance of 97.59 feet to a point in that certain course shown on sheet 1 of 1 sheet of Record of Survey Map No. 15710 on file in the office of the County Recorder of San Diego County, California, as having a bearing and distance of NORTH 07° 17' 01" EAST, 338.80 feet, said point being NORTH 07°17'01" EAST 26.57 feet along said last mentioned certain course from the southerly terminus of said course; thence continuing SOUTH 84° 05' 08" WEST, a distance of 2.05 feet; thence SOUTH 79° 11' 44" WEST, a distance of 44.86 feet; thence SOUTH 83° 42' 03" WEST, a distance of 66.84 feet to a point in

that certain course shown on said Record of Survey Map No. 15710 as having a bearing and distance of NORTH 82° 17' 51" WEST, 275.39 feet, said point being NORTH 82° 17' 51" WEST, 92.10 feet along said course from the easterly terminus of said course; thence continuing SOUTH 83° 42' 03" WEST, a distance of 36.98 feet; thence SOUTH 87° 44' 07" WEST, a distance of 77.71 feet to a point hereinafter referred to as point "G", thence SOUTH 83° 14' 10" WEST, a distance of 29.71 feet; thence SOUTH 76° 03' 43" WEST, a distance of 36.40 feet to a point hereinafter referred to as point "H", thence SOUTH 16° 50' 02" WEST, a distance of 11.75 feet; thence SOUTH 07° 46' 16" WEST, a distance of 76.48 feet; thence SOUTH 08° 01' 19" WEST, a distance of 124.82 feet; thence SOUTH 33° 08' 48" WEST, a distance of 4.38 feet to a point in that certain course shown on sheet 13 of 13 sheets of said Record of Survey Map No. 15213 as having a bearing and distance of N 81° 55' 00" WEST, 25.85 feet, said point being NORTH 81° 55' 00" WEST, 5.65 feet along said line from the easterly terminus of said line.

The sidelines of said strip are to be prolonged or shortened to meet at angle points and to terminate easterly in said certain course having a bearing and distance of NORTH 12° 25' 55" WEST, 36.79 feet, and to terminate southerly in said certain course having a bearing and distance of NORTH 81° 55' 00" WEST, 25.85 feet and the easterly prolongation thereof.

Subject to conditions, reservations, restrictions, rights of way and easements of record, if any.

All as more particularly shown on Record of Survey Map No 15840 on file in the office of the County Recorder of San Diego County, California and by this reference, made a part hereof.

The above-described parcel contains 0.19 acres, more or less.

PARCEL 3

A strip of land 12.00 feet in width, the centerline of which is described as follows:

Beginning at point "G" as described in aforescribed parcel 2; thence NORTH 37°20'34" WEST, a distance of 31.70 feet to a point on that certain course shown on Record of Survey Map No. 15789 on file in the office of the County Recorder of San Diego County, California as having a bearing and distance of NORTH 82°17'51" WEST, 275.39 feet, said point being 48.43 feet easterly along said course from the westerly terminus of said course; thence NORTH 09°23'28" WEST, a distance of 21.56 feet; thence NORTH 07°01'00" WEST, a distance of 29.62 feet; thence NORTH 00°42'38" WEST, a distance of 17.58 feet; thence NORTH 04°15'18" EAST, a distance of 28.46 feet; thence NORTH 07°30'55" EAST, a distance of 90.23 feet; thence NORTH 07°15'53"

EAST, a distance of 63.63 feet; thence NORTH 05°35'06" EAST, a distance of 39.23 feet to a point on that certain course shown on said Record of Survey Map No. 15789 as having a bearing and distance of NORTH 82°35'20" WEST, 291.54 feet, said point being 28.81 feet easterly along said last mentioned course from the westerly terminus of said course; thence continuing NORTH 05°35'06" EAST, a distance of 10.53 feet; thence NORTH 06° 47'17" EAST, a distance of 44.49 feet; thence NORTH 07°50'40" EAST, a distance of 71.53 feet; thence N 09°39'54" EAST, a distance of 67.17 feet; thence N 08°45'28" EAST, a distance of 39.21 feet; thence NORTH 11°47'32" EAST, a distance of 32.13 feet; thence NORTH 09°45'53" EAST, a distance of 145.46 feet; thence NORTH 01°35'52" EAST, a distance of 117.13 feet; thence NORTH 05°58'24" EAST, a distance of 136.22 feet; thence N 12°22'40" EAST, a distance of 70.79 feet; thence NORTH 05°06'15" EAST, a distance of 22.69 feet; thence NORTH 08°09'30" EAST, a distance of 128.11 feet; thence NORTH 08°03'25" EAST, a distance of 230.55 feet; thence NORTH 10°15'04" EAST, a distance of 123.50 feet; thence NORTH 07°56'49" EAST, a distance of 99.64 feet; thence NORTH 10°08'01" EAST, a distance of 50.28 feet; thence NORTH 20°10'29" EAST, a distance of 73.11 feet; thence NORTH 14°29'01" EAST, a distance of 18.52 feet; thence NORTH 11°17'05" EAST, a distance of 27.56 feet to a point on that certain course shown on sheet 6 of 13 sheets of Record of Survey Map No. 15213 on file in the office of the County Recorder of San Diego County, California as having a bearing and distance of NORTH 82°29'30" WEST, 355.45 feet, said point being 31.37 feet westerly along said last mentioned course from the easterly terminus of said course.

The sidelines of said strip to be prolonged or shortened to meet at angle points and at the crossing lines cited above and to terminate northerly in that certain course shown on sheet 6 of 13 sheets of said Record of Survey Map No. 15213 as having a bearing and distance of NORTH 82°29'30" WEST, 355.45 feet and southeasterly in the northerly line of aforescribed parcel 2.

Subject to covenants, conditions, reservations, restrictions, rights of way and easements of record, if any.

All as more particularly shown on Record Of Survey Map No. 15840 on file in the office of the County Recorder of San Diego County, California and by this reference, made a part hereof.

The above described parcel contains 0.50 acres, more or less.

PARCEL 4

A strip of land 12.00 feet in width, the centerline of which is described as follows:

Beginning at point "H" as described in aforescribed parcel 2; thence NORTH 05°07'13" EAST, a distance of 3.91 feet; thence NORTH 84°33'15" WEST, a distance of 118.05 feet; thence NORTH 82°43'22" WEST, a distance of 68.03 feet to a point hereinafter referred to as point "I"; thence continuing

NORTH 82°43'22" WEST, a distance of 13.07 feet to the POINT OF TERMINUS.

The sidelines of said strip to be prolonged or shortened to meet at angle points and to terminate southerly in the westerly and northwesterly line of aforescribed parcel 2.

Subject to covenants, conditions, reservations, restrictions, rights of way and easements of record, if any.

All as more particularly shown on Record of Survey Map No. 15840 on file in the office of the County recorder of San Diego County, California and by this reference, made a part hereof.

The above described parcel contains 0.05 acres, more or less.

PARCEL 5

A strip of land 12.00 feet wide, the centerline of which is described as follows:

Beginning at point "I" as described in aforescribed parcel 4; thence NORTH 06°20'39" EAST, a distance of 7.51 feet; thence NORTH 82°46'11" WEST, a distance of 174.78 feet; thence N 87°42'00" WEST, a distance of 27.44 feet; thence SOUTH 55°44'02" WEST, a distance of 14.20 feet thence SOUTH 00°48'49" WEST, a distance of 16.00 feet; thence SOUTH 18°37'26" EAST, a distance of 25.03 feet; thence SOUTH 06°45'10" WEST, a distance of 77.47 feet; thence SOUTH 18°22'10" WEST, a distance of 42.97 feet; thence SOUTH 11°25'51" WEST, a distance of 96.10 feet; thence SOUTH 74°43'55" WEST, a distance of 25.65 feet; thence SOUTH 83°54'53" WEST, a distance of 401.22 feet; thence SOUTH 85°44'14" WEST, a distance of 174.18 feet; thence NORTH 86°06'15" WEST, a distance of 32.02 feet; thence SOUTH 82°35'25" WEST, a distance of 44.91 feet; thence NORTH 88°48'33" WEST, a distance of 50.91 feet; thence SOUTH 66°29'32" WEST, a distance of 27.18 feet; thence N 89°43'28" WEST, a distance of 61.50 feet; thence SOUTH 78°03'35" WEST a distance of 173.44 feet; thence NORTH 11°52'35" WEST, a distance of 11.94 feet to a point in the southerly line of aforescribed parcel 1, said point being SOUTH 78°07'25" WEST, 27.14 feet along said southerly line from the southeast corner of said parcel 1.

The sidelines of said strip to be prolonged or shortened to meet at angle points and to terminate in the southerly line of aforescribed parcel 1 and in the northerly line of aforescribed parcel 4.

Subject to covenants, conditions, reservations, restrictions, rights of way and easements of record, if any.

All as more particularly shown on Record of Survey Map No. 15840 on file in the office of the County Recorder of San Diego County, California and by this

EXHIBIT B, ATTACHMENT (1)

reference, made a part hereof.

The above described parcel contains 0.41 acres, more or less.

PARCEL 6

A strip of land 12.00 feet in width, the centerline of which is described as follows:

Beginning at a point in that certain course shown on sheet 4 of 13 sheets of Record of Survey Map No. 15213 on file in the office of the County Recorder of San Diego County, California as having a bearing and distance of NORTH 36°18'40" EAST, 1080.03 feet, said point being 84.65 feet southwesterly along said line from the northeasterly terminus of said line; thence SOUTH 53°36'16" EAST, a distance of 104.72 feet; thence NORTH 37°20'23" EAST, a distance of 64.75 feet; thence SOUTH 53°19'54" EAST, a distance of 58.32 feet; thence SOUTH 53°32'11" EAST, a distance of 211.62 feet to a point on that certain course shown on Record of Survey Map No. 15709 on file in the office of the County Recorder of San Diego County, California as having a bearing and distance of NORTH 36°16'00" EAST, 1307.97 feet, said point being 21.23 feet southwesterly along said line from the northeasterly terminus of said line; thence continuing SOUTH 53°32'11" EAST, a distance of 322.57 feet; thence SOUTH 41°22'08" EAST, a distance of 10.78 feet; thence SOUTH 56°35'44" EAST, a distance of 33.53 feet; thence SOUTH 13°15'54" WEST, a distance of 653.35 feet; thence SOUTH 14°19'16" WEST, a distance of 83.81 feet; thence SOUTH 15°35'34" WEST a distance of 83.79 feet; thence SOUTH 16°44'15" WEST, a distance of 91.40 feet; thence SOUTH 13°00'21" WEST, a distance of 18.71 feet; thence SOUTH 03°45'50" WEST, a distance of 46.10 feet to a point hereinafter referred to as point "J"; thence SOUTH 06°00'29" EAST, a distance of 28.56 feet; thence SOUTH 11°04'38" EAST, a distance of 47.21 feet; thence SOUTH 15°37'23" EAST, a distance of 96.81 feet; thence SOUTH 01°26'10" EAST, a distance of 35.89 feet, to a point in the southerly RW line of Harbor Drive (200' wide) as shown on sheet 12 of 13 sheets of said Record of Survey Map No. 15213, said point being SOUTH 16°49'46" WEST, 237.60 feet along said line from the southerly terminus of that certain course shown on sheet 4 of 13 sheets of said Record Of Survey Map No. 15213 as having a bearing and distance of NORTH 13°53'35" WEST, 132.20 feet.

The sidelines of said strip to be prolonged or shortened to meet at angle points and at the line crossing cited above and to terminate southerly in said southerly RW line of Harbor Drive (200' wide) and northwesterly in that certain course cited above as having a bearing and distance of NORTH 36°18'40" EAST, 1080.03 feet.

Subject to covenants, conditions, reservations, restrictions, rights of way and easements of record, if any.

All as shown on Record of Survey Map No. 15840 on file in the office of the County Recorder of San Diego County, California and by this reference, made a

EXHIBIT B, ATTACHMENT (1)

part hereof.

The above described parcel contains 0.55 acres, more or less.

PARCEL 7

A strip of land 12.00 feet in width, the centerline of which is described as follows.

Beginning at a point in the westerly line of aforescribed parcel 1, said point being NORTH 11°52'35" WEST, 6.25 feet along said westerly line from the southwest corner of said parcel 1; thence SOUTH 61°11'57" WEST, a distance 5.29 feet; thence SOUTH 17° 25'53" EAST, a distance of 17.99 feet; thence SOUTH 09° 43'22" EAST, a distance of 25.30 feet; thence SOUTH 25°30'15" EAST, a distance of 15.77 feet; thence SOUTH 70°37'40" WEST, a distance of 20.75 feet; thence SOUTH 55°46'16" WEST, a distance of 70.45 feet; thence SOUTH 83°49'42" WEST, a distance of 19.49 feet to point "J" as described in aforescribed parcel 6.

The sidelines of said strip to be prolonged or shortened to meet at angle points and to terminate easterly in the westerly line of aforescribed parcel 1 and westerly in the easterly line of aforescribed parcel 6.

Subject to covenants, conditions, reservations, restrictions, rights of way and easements of record, if any.

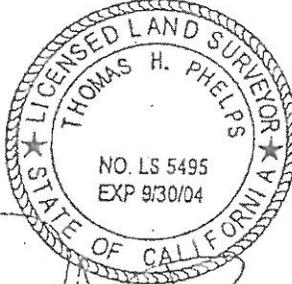
All as shown on Record of Survey Map No. 15840 on file in the office of the County Recorder of San Diego County, California and by this reference, made a part hereof.

The above described parcel contains 0.05 acres, more or less.

EASEMENT FOR 69 KV ELECTRIC DISTRIBUTION LINE

In accordance with the reservation contained in the deed to which this exhibit is attached, the United States of America reserves an easement, approximately twenty-four (24) feet in width, for purposes of construction, installation, operation, maintenance, repair, modification or replacement of a 69 kilovolt electric distribution line or lines, together with ancillary improvements, such easement being on, in, over and under the Property described in the deed. Said easement is described in Attachment (1) and is depicted on Record of Survey Map No. 15840 filed on June 12, 1998 in the Book of Record of Survey Maps in the office of the County Recorder for the County of San Diego.

Modifications or replacements shall not be limited to the size, number or capacity of the line or lines in place on the date of the reservation, provided that the burden on the Property is not unreasonably increased.



THOMAS H. PHELPS P.L.S. 5495 DATE 1/25/01

Note that the legal description contained in Attachment (1) extends beyond the Property and to that extent is not relevant to this easement.

A STRIP OF LAND 24.00 FEET WIDE FOR 69 KV ELECTRICAL UTILITY PURPOSES WITHIN THE BOUNDARIES OF THE UNITED STATES NAVAL TRAINING CENTER, SAN DIEGO COUNTY, CALIFORNIA AS SAID NAVAL TRAINING CENTER EXISTED AS OF JANUARY 01, 1997, SAID STRIP OF LAND RUNS BETWEEN THE NORTHWESTERLY BOUNDARY LINE OF THE U. S. NAVAL TRAINING CENTER TO THE CO-GENERATION PLANT ADJACENT TO THE U.S. MARINE CORPS BASE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

Beginning at a point in the northwesterly boundary line of the United States Naval Training Center as said boundary line is shown on sheets 4 and 10 of 13 sheets of Record of Survey Map No. 15213 on file in the office of the County Recorder of San Diego County, California, said point being, NORTH 36°16'06" EAST, 271.35 feet along said northwesterly boundary line from an angle point in said boundary, said angle point being marked with a ¾" diameter iron pipe with plastic plug stamped "LS 6929", said angle point also being at the easterly corner of Nimitz Boulevard and Rosecrans Street, all as shown on said Record of Survey; thence from said Point of Beginning; SOUTH 55°06'51" EAST, 17.58 feet to the beginning of a curve concave northerly having a radius of 27.00 feet; thence southeasterly, easterly and northeasterly along said curve through a central angle of 84°51'11", an arc length of 39.99 feet; thence the following courses; NORTH 40°01'58" EAST, 26.80 feet; NORTH 32°13'05" EAST, 38.77 feet; NORTH 08° 53'30" EAST, 16.48 feet and, NORTH 36°13'07" EAST, 1238.58 feet to the intersection with that certain course shown on sheet 4 of 13 sheets of said Record of Survey as having a bearing and distance of, "NORTH 53°43'54" WEST, 1427.91 feet", said point being, SOUTH 53°43'54" EAST, 34.23 feet along said course from the northwesterly terminus of said course; thence continuing, NORTH 36°13'07" EAST, 295.08 feet; thence, NORTH 21°58'00" EAST, 31.72 feet; SOUTH 70°26'03" EAST, 11.89 feet; NORTH 37°05'09" EAST, 267.00 feet and, NORTH 36°05'23" EAST, 383.21 feet to the beginning of a tangent curve concave southerly having a radius of 65.00 feet, thence northeasterly, easterly, and southeasterly along said curve through a central angle of 90°10'18", an arc length of 102.30 feet; thence, SOUTH 53°44'19" EAST, 756.17 feet; SOUTH, 69°20'00" EAST, 82.58 feet; SOUTH 37°14'32" EAST, 18.38 feet; SOUTH 74°53'21" EAST, 16.46 feet and, SOUTH 53°31'47" EAST, 454.89 feet, to an intersection with that certain course shown on sheet 4 of 13 sheets of said Record of Survey Map No. 15213 as having a bearing and distance of, NORTH 36°18'40" EAST, 1080.03 feet; said point being, SOUTH 36°18'40" WEST, 13.99 feet along said course from the northeasterly terminus of said course; thence continuing, SOUTH 53°31'47" EAST, 39.36 feet; thence, SOUTH 53°41'14" EAST, 336.46 feet to that certain course shown on Record of Survey Map No. 15709 on file in the office of the County Recorder of San Diego, County, California as having a bearing and distance of NORTH 36° 16' 00" EAST, 1307.97 feet, said point being, SOUTH 36°16'00" WEST, 14.35 feet along said course from the northeasterly terminus of said course; thence continuing, SOUTH 53°41'14"

EXHIBIT C, ATTACHMENT (1)

EAST, 175.96 feet; thence, NORTH 74°10'16" EAST, 18.33 feet to an intersection with that certain course shown on sheet 4 of 13 sheets of said Record of Survey Map No. 15213 as having a bearing and distance of, NORTH 53°43'30" WEST, 780.00 feet, said point being, NORTH 53°43'30" WEST, 216.97 feet along said course from the southeasterly terminus of said course; thence, continuing, NORTH 74°10'16" EAST, 12.58 feet; NORTH 58°58'41" EAST, 15.88 feet; NORTH 05°31'56" EAST, 13.54 feet; NORTH 45°07'02" EAST, 350.53 feet; NORTH 41°52'02" EAST, 383.36 feet; NORTH 48°01'37" EAST, 37.06 feet; NORTH 22°38'57" EAST, 13.36 feet; NORTH 41°56'24" EAST, 1207.57 feet; SOUTH 70°26'30" EAST, 14.83 feet; thence, over, across and through the boat channel, SOUTH 70°26'30" EAST, 599.37 feet; thence, SOUTH 81°25'27" EAST, 242.78 feet; thence, NORTH 44°57'07" EAST, 38.27 feet more or less to that certain course shown on said Record of Survey Map No. 15213 as having a bearing and distance of, NORTH 82°29'30" WEST, 355.45 feet, said point being, NORTH 82°29'30" WEST, 101.24 feet along said last mentioned course from the easterly terminus of said course. The sidelines of said strip to be prolonged or shortened to meet at angle points and at the crossing courses cited above and to terminate northerly in that certain course shown on sheet 6 of 13 sheets of said Record of Survey Map No. 15213 as having a bearing and distance of, "NORTH 82°29'30" WEST, 355.45 feet and westerly in the northwesterly boundary line of the U.S. Naval Training Center as shown on sheets 4 and 10 of 13 sheets of said Record of Survey Map No. 15213 as having a bearing and distance of, NORTH 36°16'06" EAST, 6903.50 feet. Subject to covenants, conditions, reservations, restrictions, rights of way and easements of record, if any. All as more particularly shown on Record of Survey Map No. 15840 on file in the office of the County Recorder of San Diego, County, California and by this reference, made a part hereof. The above described parcel contains 4.01 acres, more or less

EASEMENT FOR RUNWAY APPROACH LIGHTING SYSTEM

In accordance with the reservation contained in the deed to which this exhibit is attached, the United States of America reserves an easement, approximately one-hundred (100) feet in width, for the purposes of construction, installation, operation, maintenance, repair, modification or replacement of a runway approach lighting system for San Diego International Airport, together with ancillary improvements, such easement being on, in, over and under the Property described in the deed. Said easement is described in Attachment (1)* and depicted in Attachment (2) hereof.

Modifications or replacements shall not be limited to the number, size or configuration of the lights in place on the date of the reservation, provided that the burden on the Property is not unreasonably increased.

Said easement is over land presently subjected to a lease from the United States of America to the San Diego Unified Port District with a term ending May 31, 2020. This reservation of easement shall become effective at the end of the term or earlier termination of the lease.



Robert W. Schmidt 1/25/01
ROBERT W. SCHMIDT P.L.S. 7444 DATE

* Note that the legal description contained in attachment (1) extends beyond the Property and to that extent is not relevant to this easement.

REVISED 01/24/2001
REVISED 12/13/2000
11/15/2000
JN C01-002
PAGE 1 OF 2

LEGAL DESCRIPTION

ALL THAT PORTION OF THE U.S. NAVAL TRAINING CENTER AS SHOWN ON RECORD OF SURVEY MAP NO. 15213, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 14, 1996 IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, BEING A STRIP OF LAND 100.00 FEET IN WIDTH, THE SIDELINES BEING DESCRIBED AS FOLLOWS.

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF HARBOR DRIVE AND THE EASTERLY BOUNDARY OF THE U.S. NAVAL TRAINING CENTER FORMALLY KNOWN AS U.S. MARINE CORPS TRAINING DEPOT, SAID EASTERLY LINE ALSO BEING THE MOST WESTERLY LINE OF THE SAN DIEGO INTERNATIONAL AIRPORT, LINDBERGH FIELD; THENCE NORTH 07°30'04" EAST, 1911.18 FEET (NORTH 06°59'20" EAST, 1911.18 FEET RECORD PER UNFILLED LEASE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE SAN DIEGO UNIFIED PORT DISTRICT, COMMENCING ON JUNE 1, 1970 APPROVED APRIL 17, 1972, U.S. NAVY DOCUMENT NUMBER NF(R)-14841, SAN DIEGO UNIFIED PORT DISTRICT DOCUMENT NUMBER 6060) ALONG THE COMMON BOUNDARY LINE OF SAID U.S. NAVAL TRAINING CENTER AND OF THE SAN DIEGO INTERNATIONAL AIRPORT, TO THE SOUTHERLY BOUNDARY OF PARCEL 1 OF SAID LEASE AGREEMENT; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY OF PARCEL 1 NORTH 73°29'16" WEST, 414.57 FEET (NORTH 74°00'00" WEST, 414.57 FEET RECORD); THENCE CONTINUING ALONG SAID PARCEL 1 BOUNDARY NORTH 16°30'44" EAST, 411.60 FEET (NORTH 16°00'00" EAST, 411.60 FEET RECORD); THENCE CONTINUING ALONG SAID PARCEL 1 BOUNDARY NORTH 73°29'16" WEST, 407.08 FEET (NORTH 74°00'00" WEST, 407.08 FEET RECORD); THENCE CONTINUING ALONG SAID PARCEL 1 BOUNDARY NORTH 16°30'44" EAST, 501.90 FEET (NORTH 16°00'00" EAST, 501.90 FEET RECORD) TO THE MOST EASTERLY CORNER OF PARCEL 3 OF SAID LEASE AGREEMENT; THENCE ALONG THE MOST NORTHERLY LINE OF PARCEL 3 NORTH 73°29'16" WEST, 191.90 FEET (NORTH 74°00'00" WEST, 191.90 FEET RECORD); THENCE CONTINUING ALONG SAID PARCEL 3 BOUNDARY SOUTH 16°30'44" WEST, 100.00 FEET (SOUTH 16°00'00" WEST, 100.00 FEET RECORD); THENCE CONTINUING ALONG SAID PARCEL 3 BOUNDARY NORTH 73°29'16" WEST, 496.38 FEET

EXHIBIT D, ATTACHMENT (1)

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REVISED 01/24/2001
REVISED 12/13/2000
11/15/2000
JN C01-002
PAGE 2 OF 2

(NORTH 74°00'00" WEST, 496.41 FEET RECORD) TO THE MOST NORTHERLY CORNER OF PARCEL 5 OF SAID LEASE AGREEMENT, SAID POINT BEING ON THE JURISDICTIONAL BOUNDARY LINE BETWEEN U.S. NAVAL TRAINING CENTER AND U.S. MARINE CORPS RECRUIT DEPOT, SAID POINT BEING SOUTH 15°38'02" EAST, 1574.91 FEET FROM THE NORTHWEST CORNER OF U.S. MARINE CORPS RECRUIT DEPOT AS SHOWN ON RECORD OF SURVEY 15746, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, FEBRUARY 26, 1998 SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID JURISDICTIONAL BOUNDARY LINE AND CONTINUING ALONG THE NORTHERLY BOUNDARY OF PARCEL 5 OF SAID LEASE AGREEMENT NORTH 73°29'16" WEST, 671.62 FEET (NORTH 74°00'00" WEST RECORD) TO THE NORTHEASTERLY BOUNDARY LINE OF PARCEL 6 AS SHOWN ON RECORD OF SURVEY 16556, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 25, 2000, SAID POINT BEING SOUTH 48°09'28" EAST, 43.54 FEET FROM THE MOST NORTHERLY CORNER OF SAID PARCEL 6; THENCE LEAVING SAID BOUNDARY LINE OF PARCEL 6 AND CONTINUING ALONG THE NORTHERLY BOUNDARY OF PARCEL 5 OF SAID LEASE AGREEMENT NORTH 73°29'16" WEST, 432.00 FEET (NORTH 74°00'00" WEST RECORD) TO THE WESTERLY LINE OF PARCEL 5 OF SAID LEASE AGREEMENT; THENCE ALONG SAID WESTERLY LINE OF PARCEL 5 SOUTH 16°30'44" WEST 100.00 FEET (SOUTH 16°00'00" WEST 100.00 FEET RECORD) TO THE SOUTHERLY BOUNDARY OF SAID PARCEL 5; THENCE ALONG SAID SOUTHERLY BOUNDARY OF PARCEL 5 SOUTH 73°29'16" EAST, 1166.46 FEET (SOUTH 74°00'00" EAST 1166.43 FEET RECORD) TO THE SAID JURISDICTIONAL BOUNDARY LINE BETWEEN U.S. NAVAL TRAINING CENTER AND U.S. MARINE CORPS RECRUIT DEPOT; THENCE ALONG SAID JURISDICTIONAL BOUNDARY LINE NORTH 15°38'02" WEST 118.10 FEET (NORTH 16°08'40" WEST 118.10 FEET RECORD) TO THE TRUE POINT OF BEGINNING.

CONTAINS 2.61 ACRES MORE OR LESS

J:\REC\RECS\244\BASES\NTCS\DI\BRAC\LEGAL\FAAREV2.DOC

EXHIBIT D, ATTACHMENT (1)

Page 2 of 2

Deed Page 26 of 40

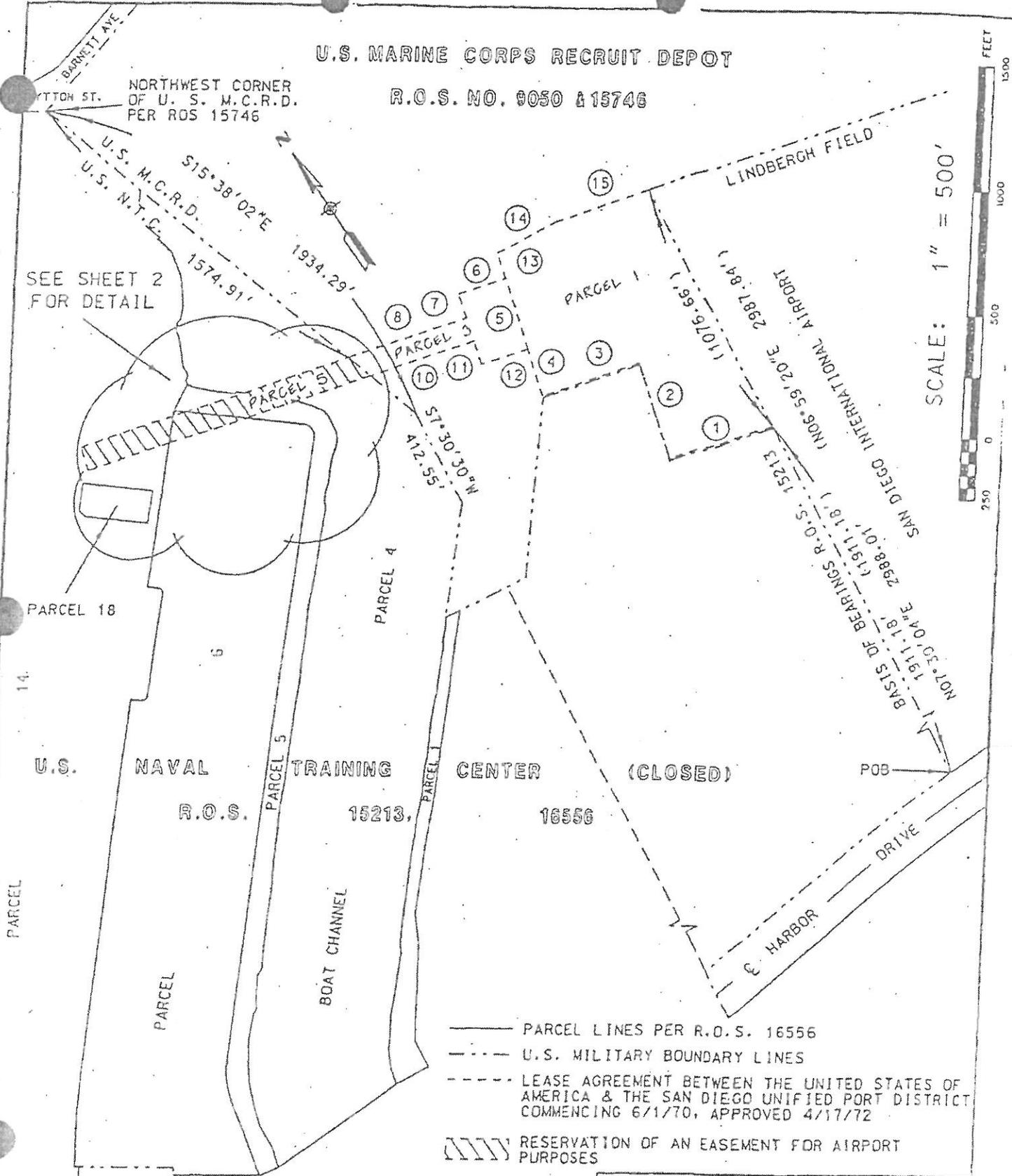
U.S. MARINE CORPS RECRUIT DEPOT

R.O.S. NO. 9050 & 15746

WYATT ST.
NORTHWEST CORNER
OF U. S. M.C.R.D.
PER ROS 15746

SEE SHEET 2
FOR DETAIL

SCALE: 1" = 500'

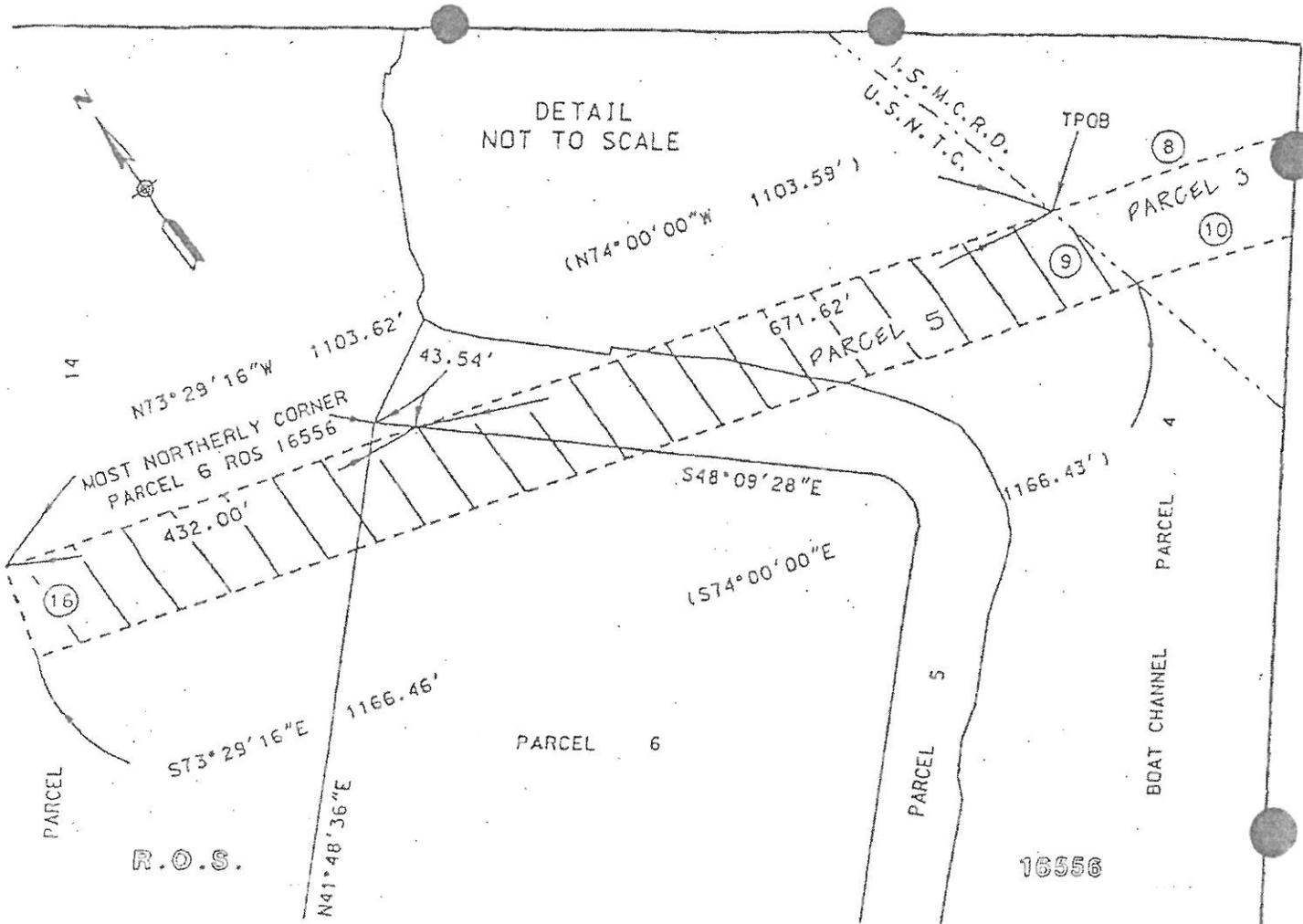


- PARCEL LINES PER R.O.S. 16556
- - - - U.S. MILITARY BOUNDARY LINES
- - - - LEASE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA & THE SAN DIEGO UNIFIED PORT DISTRICT COMMENCING 6/1/70, APPROVED 4/17/72
- ||||| RESERVATION OF AN EASEMENT FOR AIRPORT PURPOSES

U.S.
M.C.R.D.

() RECORD PER LEASE AGREEMENT 4/17/72
 ○ SEE DATA TABLE ON SHEET 2
 R.O.S. = RECORD OF SURVEY
 EXHIBIT D, ATTACHMENT (2)

DEPT. OF THE NAVY NAVAL FACILITIES ENGINEERING COMMAND	
DATE: 11/15/00	NAVAL TRAINING CENTER (CLOSED)
DRAWN BY: R. SCHMIDT	SAN DIEGO CALIFORNIA
REVIEWED BY: T. PHELPS	EASEMENT FOR AIRPORT
SHEET: 1 OF 2	Sheet No. 2 of 4



DATA TABLE

○	BEARING	DISTANCE	RECORD LEASE AGREEMENT
1	N73°29'16"W	414.57'	N74°00'00"W 414.57'
2	N16°30'44"E	411.60'	N16°00'00"E 411.60'
3	N73°29'16"W	407.08'	N74°00'00"W 407.08'
4	N16°30'44"E	201.90'	N16°00'00"E 201.90'
5	N16°30'44"E	300.00'	N16°00'00"E 300.00'
6	N73°29'16"W	191.90'	N74°00'00"W 191.90'
7	S16°30'44"W	100.00'	S16°00'00"W 100.00'
8	N73°29'16"W	496.38'	N74°00'00"W 496.41'
9	N15°38'02"W	118.10'	N16°08'40"W 118.10'
10	S73°29'16"E	433.54'	S74°00'00"E 433.57'
11	S16°30'44"W	100.00'	S16°00'00"W 100.00'
12	S73°29'16"E	191.90'	S74°00'00"E 191.90'
13	N16°30'44"E	108.90'	N16°00'00"E 108.90'
14	S82°30'25"E	261.32'	S83°01'09"E 261.32'
15	S73°29'16"E	394.93'	S74°00'00"E 394.93'
16	S16°30'44"W	100.00'	S16°00'00"W 100.00'

EXHIBIT D, ATTACHMENT (2)
Page 2 of 2



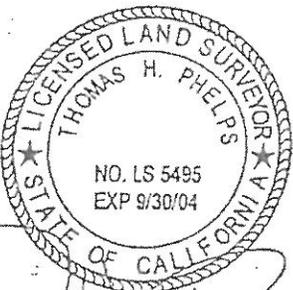
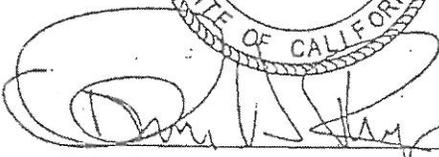
Robert W. Schmidt 11/29/01
ROBERT W. SCHMIDT P.L.S. 7444 DATE

DEPT. OF THE NAVY NAVAL FACILITIES ENGINEERING COMMAND	
DATE: 11/15/00	NAVAL TRAINING CENTER (CLOSED)
DRAWN BY: R. SCHMIDT	SAN DIEGO CALIFORNIA
REVIEWED BY: T. PHELPS	EASEMENT FOR AIRPORT
SHEET: 2 OF 2	Docc Page 28 of 40
SCALE:	PLANS

EASEMENT FOR CABLE TELEVISION DISTRIBUTION SYSTEM

In accordance with the reservation contained in the deed to which this exhibit is attached, the United States of America reserves a ten (10) foot wide easement for purposes of construction, installation, operation, maintenance, repair, modification or replacement of conduits for a cable television distribution system and ancillary improvements, such easement being on, in, over and under the Property described in the deed. Said easement is described in Attachment (1)*and depicted in Attachment (2).

Modifications or replacements shall not be limited to the number, size or capacity of the conduit or conduits in place on the date of the reservation, provided that the burden on the Property is not unreasonably increased.



THOMAS H. PHELPS P.L.S. 5495 DATE 1/25/01

Note that the legal description and depiction contained in Attachment (1) extends beyond the Property and to that extent is not relevant to this easement.

All that portion of the U.S. Naval Training Center as shown on Record of Survey Map No. 15213, filed in the Office of the County Recorder of San Diego County, June 14, 1996, in the City of San Diego, County of San Diego, State of California, being a strip of land 10.00 feet in width, the centerline of which is described as follows:

COMMENCING at the Northwest corner of the U.S. Marine Corps Recruit Depot as shown on Record of Survey No. 9050; thence along the Jurisdictional Boundary between U.S. Marine Corps Recruit Depot and the U.S. Naval Training Center, South 15°38'02" East, 88.00 feet to the TRUE POINT OF BEGINNING; thence leaving said Jurisdictional Boundary, South 82°13'15" West, 34.22 feet; thence South 68°14'08" West, 48.53 feet; thence South 41°04'56" West, 182.06 feet; thence South 33°18'58" West, 51.67 feet; thence South 05°38'57" West, 90.73 feet; thence South 85°13'22" East, 14.54 feet; thence South 05°48'10" West, 128.68 feet; thence South 13°16'49" West, 51.53 feet; thence South 02°53'14" West, 84.98 feet; thence South 42°12'52" West, 122.07 feet; thence South 40°07'50" East, 15.50 feet; thence South 38°22'37" West, 47.56 feet; thence North 85°39'34" West, 17.00 feet; thence South 42°02'09" West, 229.71 feet; thence South 02°09'41" West, 55.75 feet; thence South 43°40'43" West, 263.08 feet; thence South 41°52'57" West, 271.29 feet; thence South 56°08'30" West, 50.50 feet; thence South 42°27'06" West, 68.77 feet; thence South 00°35'30" East, 15.00 feet; thence South 38°16'19" West, 118.28 feet; thence North 79°30'39" West, 20.09 feet; thence South 69°59'56" West, 20.17 feet; thence South 40°17'33" West, 241.27 feet; thence South 45°59'35" West, 155.93 feet; thence South 20°53'10" West, 31.34 feet; thence South 30°36'36" East, 12.20 feet; thence South 44°51'45" West, 209.37 feet; thence South 60°42'21" West, 21.00 feet; thence South 35°26'00" West, 22.00 feet; thence South 17°45'34" West, 29.37 feet; thence South 41°40'20" West, 174.57 feet; thence South 51°19'20" West, 42.50 feet; thence South 25°10'00" West, 16.57 feet; thence South 41°48'44" West, 425.05 feet; thence South 61°09'24" West, 16.34 feet; thence South 43°30'00" West, 22.50 feet; thence South 11°05'00" West, 13.70 feet; thence South 40°51'00" West, 59.91 feet to POINT "A"; thence South 36°20'25" East, 33.04 feet; thence South 49°20'00" East, 275.00 feet; thence South 50°42'22" East, 59.89 feet; thence South 47°58'42" East, 218.00 feet; thence South 49°15'43" West, 56.08 feet; thence North 47°27'35" West, 135.00 feet; thence North 75°52'00" West, 15.00 feet; thence South 53°19'07" West, 40.27 feet; thence South 41°33'30" West, 490.00 feet; thence South 37°06'40" West, 214.00 feet; thence South 10°34'20" West, 24.50 feet; thence South 20°29'00" East, 25.00 feet; thence South 39°38'25" West, 66.60 feet; thence South 53°00'00" East, 174.35 feet; thence South 55°40'40" East, 431.00 feet; thence South 35°59'00" East, 25.75 feet; thence North 40°26'20" East, 40.72 feet; thence South 51°00'34" East, 74.13 feet; thence South 13°27'08" West, 731.14 feet; thence South 15°56'45" West, 198.75 feet; thence South 02°18'53" West, 42.43 feet; thence North 73°42'22" East, 29.91 feet; thence North 52°14'00" East, 76.00 feet; thence South 37°46'00" East, 10.00 feet; thence South 52°14'00" West, 26.01 feet; thence South 11°57'20" West, 53.29 feet; thence South 23°08'08"

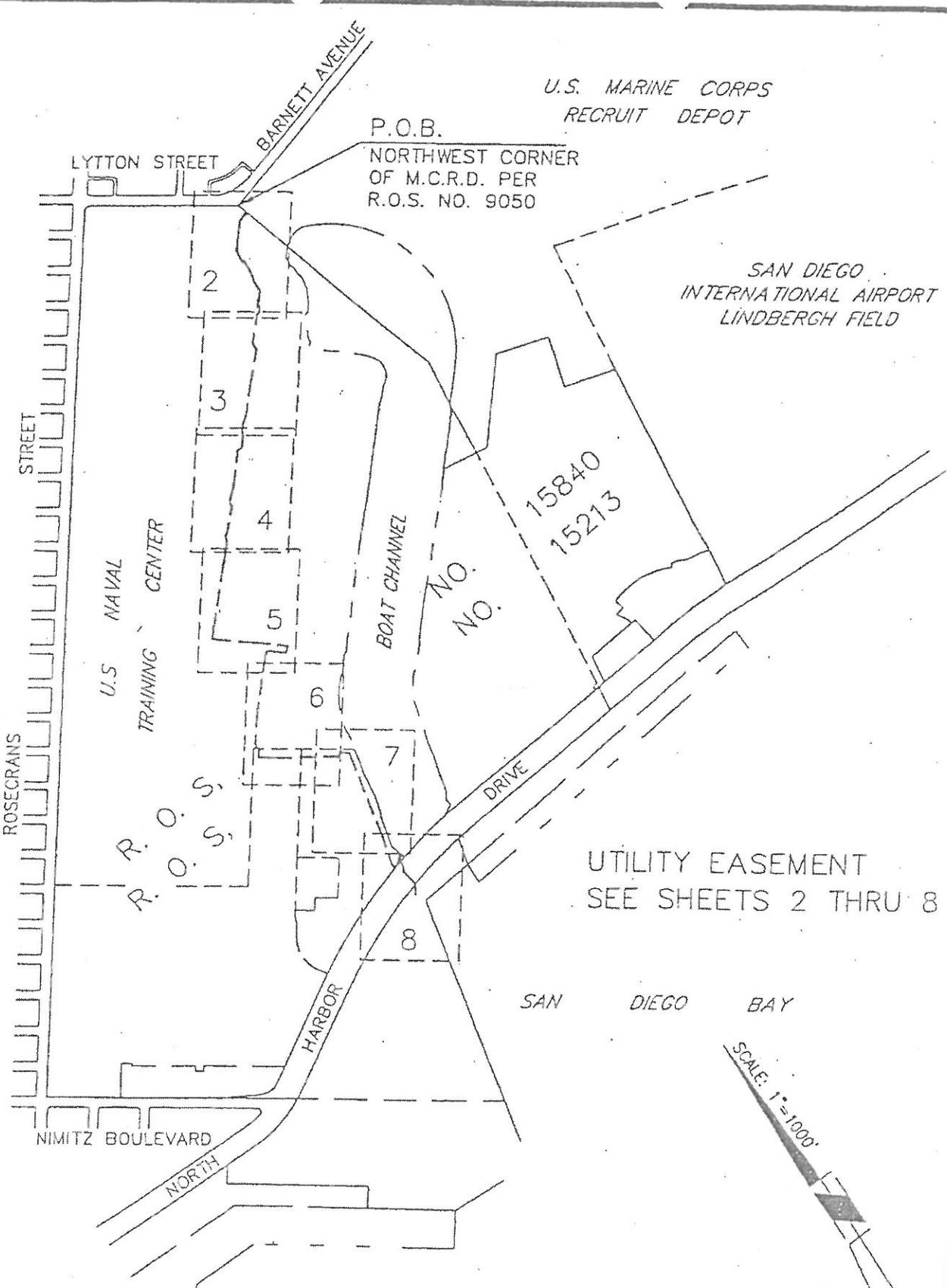
West, 51.04 feet; thence South 08°51'00" East, 118.00 feet; thence South 24°50'00" West, 16.13 feet to the southerly line of Harbor Drive, said point being on the arc of a 3900.00 foot radius curve, concave to the South, a radial to said point bears North 16°13'57" West; thence South 24°50'00" West, 53.87 feet thence South 44°28'20" West, 24.15 feet.

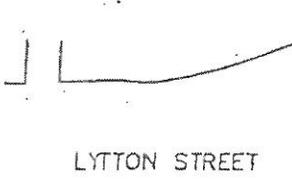
The sidelines of said 10-foot wide easement to be extended or shortened so as to terminate northeasterly in said Jurisdictional boundary between the Marine Corps Recruit Depot and the Naval Training Center.

TOGETHER with a strip of land 10.00 feet in width, the centerline of which is described as follows:

BEGINNING at the hereinabove described POINT "A"; thence North 54°18'00" West, 17.00 feet.

CONTAINS: 1.679 Acres, more or less.





LYTTON STREET

BARNETT AVENUE

P.O.B.
NORTHWEST CORNER
OF M.C.R.D. PER
R.O.S. NO. 9050

88.00'

T.P.O.B.

S82°13'15"W 34.22'
S68°14'08"W 48.53'

U.S. MARINE CORPS
RECRUIT DEPOT

R. O. S. NO. 15213
R. O. S. NO. 15840

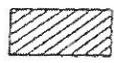
N15°38'02"W 1934.29'

S33°18'58"W 51.67'

S85°13'22"E 14.54'

S05°38'57"W 90.73'

LEGEND

 INDICATES UTILITY EASEMENT

U.S. NAVAL

TRAINING CENTER

S13°16'49"W 51.53'

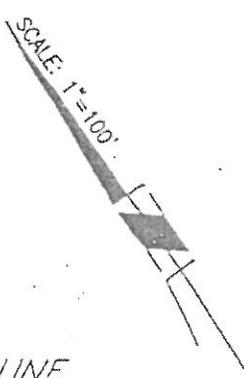
S02°53'14"W 84.98'

EXHIBIT E, ATTACHMENT (2)

SHEET 2 OF 8 SHEETS

S40°07'50"E 15.50'
S38°22'37"W 47.56'
N85°39'34"W 17.00'

SCALE: 1"=100'



MATCH LINE

SEE SHEET Page 33 of 40

MATCH LINE
SEE SHEET 2

R. O. S.
R. O. S.

NO. 15213
NO. 15840

S02°09'41"W 55.75'

U.S. NAVAL

TRAINING CENTER

LEGEND

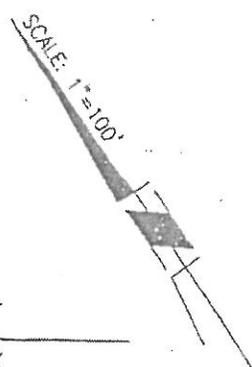
 INDICATES UTILITY EASEMENT

EXHIBIT E, ATTACHMENT (2)

SHEET 3 OF 8 SHEETS

S56°08'30"W 50.50'
S42°27'06"W 68.77'
S00°35'30"E 15.00'

MATCH LINE
SEE SHEET 4



MATCH LINE
SEE SHEET 3

N79°30'39"W 20.09'
S69°59'56"W 20.17'

R. O. S.,
R. O. S.,

NO. 15213
NO. 15840

U.S. NAVAL

TRAINING CENTER

S20°53'10"W 31.34'
S30°36'36"E 12.20'

LEGEND

 INDICATES UTILITY EASEMENT

S44°51'45"W 209.37'
S50°42'21"W 21.00'
S35°26'00"W 22.00'
S17°45'34"W 29.37'

MATCH LINE
SEE SHEET 5

SCALE: 1"=100'

SCALE: 1"=100'

MATCH LINE
SEE SHEET 4

S41°40'20"W
174.57'

S51°19'20"W 42.50'

S25°10'00"W 16.57'

U.S. NAVAL

TRAINING CENTER

R. O. S,

NO. 15213

R. O. S,

NO. 15840

LEGEND

 INDICATES UTILITY EASEMENT

S41°48'44"W 425.05'

10'
5'

S61°09'24"W 16.34'

S43°30'00"W 22.50'

S11°05'00"W 13.70'

S40°51'00"W 59.91'

S36°20'25"E 33.04'

S49°20'00"E 275.00'

N54°18'00"W 17.00'

POINT "A"

MATCH LINE
SEE SHEET 6

EXHIBIT E, ATTACHMENT (2)

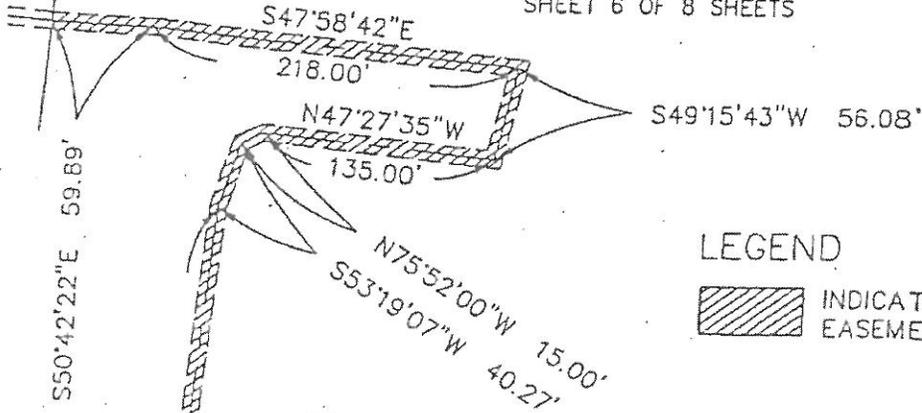
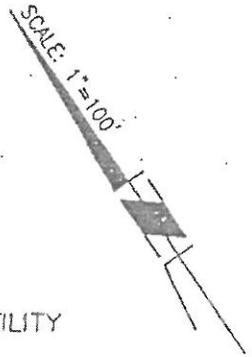
SHEET 5 OF 8 SHEETS

Deed Page 36 of 40

MATCH LINE
SEE SHEET 5

EXHIBIT E, ATTACHMENT (2)

SHEET 6 OF 8 SHEETS

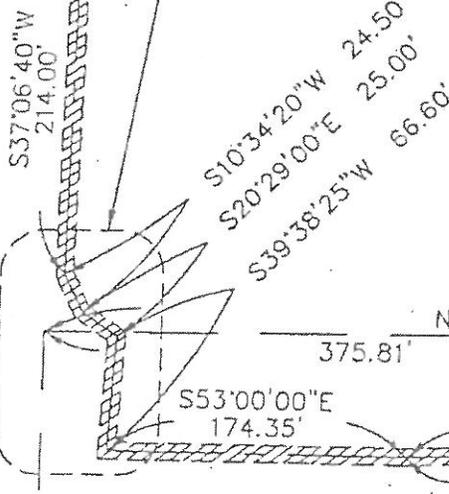
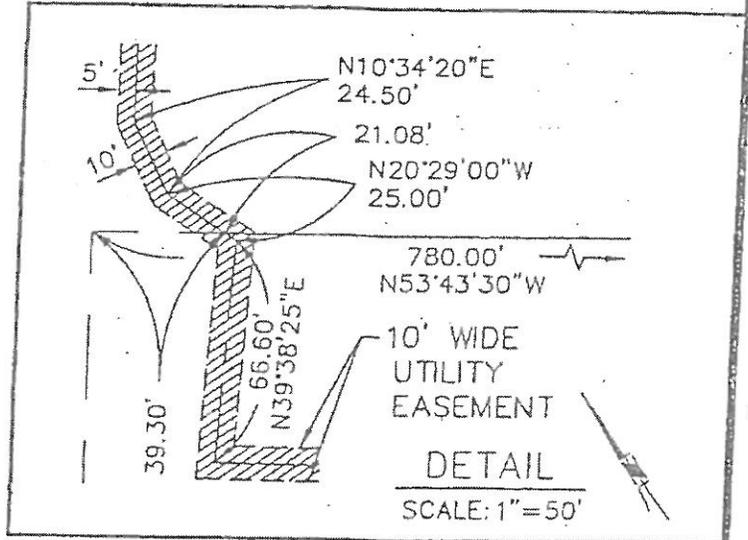


LEGEND

INDICATES UTILITY EASEMENT

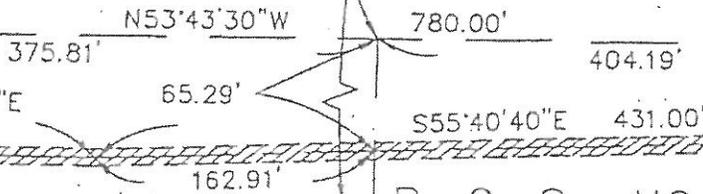
U.S. NAVAL TRAINING CENTER
R. O. S, NO. 15213
R. O. S, NO. 15840

SEE DETAIL
AT RIGHT



N36°16'00"E 1307.97'

MATCH LINE
SEE SHEET 7

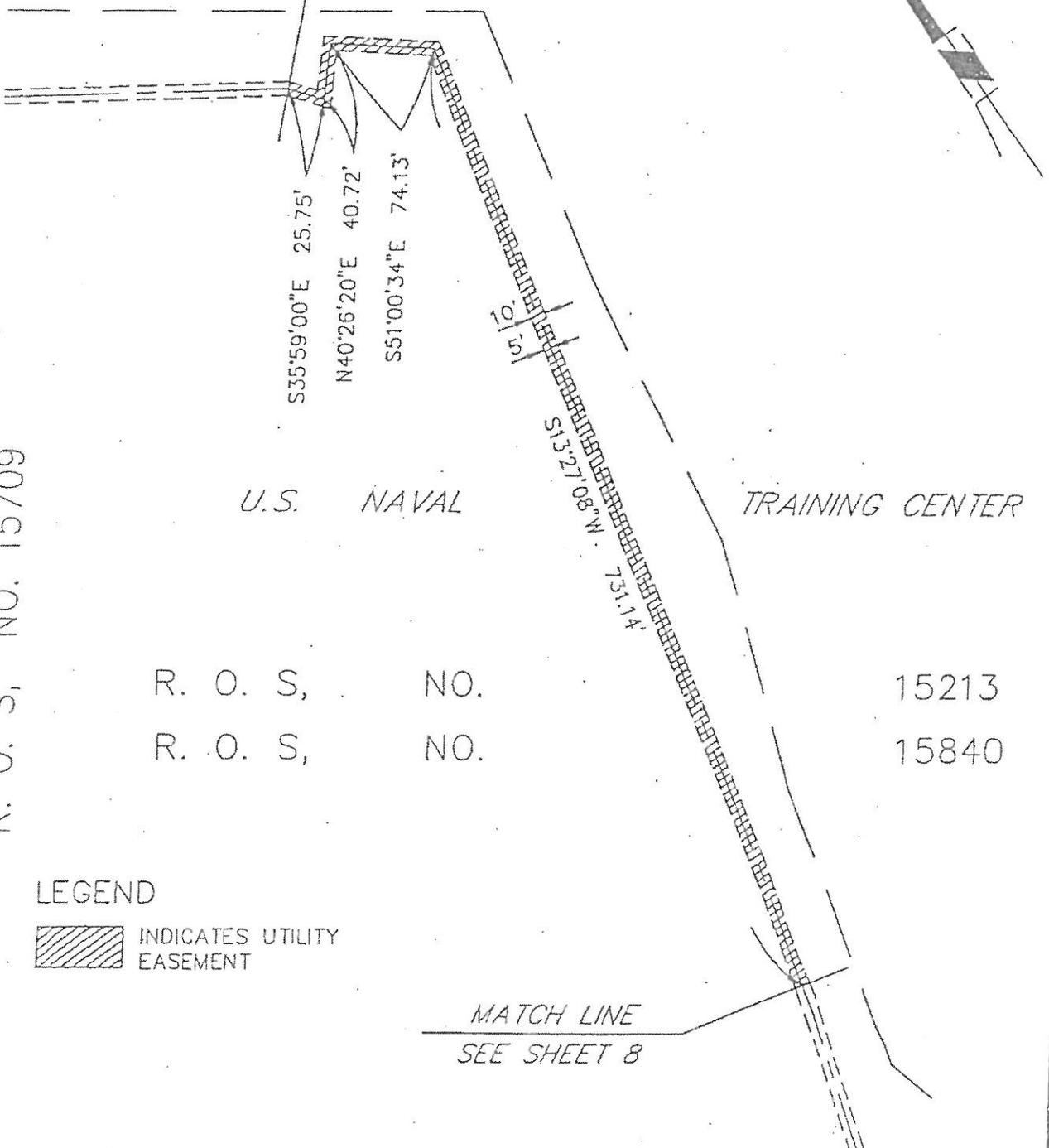


R. O. S, NO. 15709

Deed Page 37 of 40

MATCH LINE
SEE SHEET 6

SCALE: 1"=100'



R. O. S, NO. 15709

U.S. NAVAL

TRAINING CENTER

R. O. S, NO. 15213
R. O. S, NO. 15840

LEGEND

 INDICATES UTILITY EASEMENT

MATCH LINE
SEE SHEET 8

EXHIBIT E, ATTACHMENT (2)

SHEET 7 OF 8 SHEETS

EXHIBIT E, ATTACHMENT (2)

SHEET 8 OF 8 SHEETS

R. O. S, NO. 15213

R. O. S, NO. 15840

MATCH LINE
SEE SHEET 7

R. O. S, NO. 15709

U.S. NAVAL TRAINING

CENTER

DRIVE

S13°56'45" N
198.75'

R=4100.00'

R=3900.00'

N16°31'57" W
(R)

HARBOR

200'

16.13'

53.87'

LEGEND

 INDICATES UTILITY EASEMENT

DATA TABLE

NO.	BEARING	LENGTH
C1	S02°18'53"W	42.43'
C2	N73°42'22"E	29.91'
C3	N52°14'00"E	76.00'
C4	S37°46'00"E	10.00'
C5	S52°14'00"W	26.01'
C6	S11°57'20"W	53.29'
C7	S23°08'08"W	51.04'
C8	S08°51'00"E	118.00'
C9	S24°50'00"W	70.00'
C10	S44°28'20"W	24.15'

U.S. NAVAL FLEET
ANTI-SUBMARINE
WARFARE TRAINING CENTER

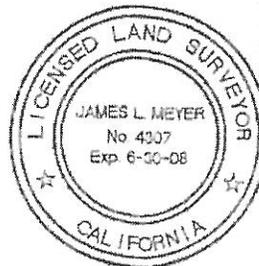
SCALE: 1"=100'

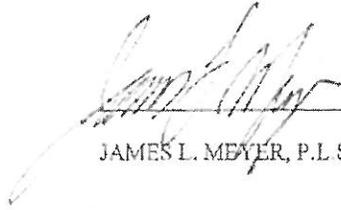
Exhibit D: Description of Seawater Pipeline Easement Area

A 10.00 FOOT WIDE EASEMENT LYING WITHIN A PORTION OF PARCEL 2 OF RECORD OF SURVEY MAP NO. 16556, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, APRIL 25, 2000. BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4" IRON PIPE STAMPED "L.S. 4324" PER SAID RECORD OF SURVEY, SAID 3/4" IRON PIPE BEING THE NORTHEASTERLY CORNER OF SAID PARCEL 2, THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 2 S27°04'11"W 28.19 FEET TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE S36°44'14" W 38.66 FEET TO THE TRUE POINT OF BEGINNING; THENCE N46°55'02"E 70.27 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID PARCEL 2; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE S29°52'04" W 4.75 FEET TO AN ANGLE POINT THEREIN; THENCE CONTINUING SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE S42°53'58"W 5.38 FEET; THENCE S46°55'02"E 70.28 FEET TO A POINT ON SAID SOUTHEASTERLY LINE OF SAID PARCEL 2; THENCE ALONG SAID SOUTHEASTERLY LINE N36°44'14"E 10.06 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 700 SQUARE FEET.

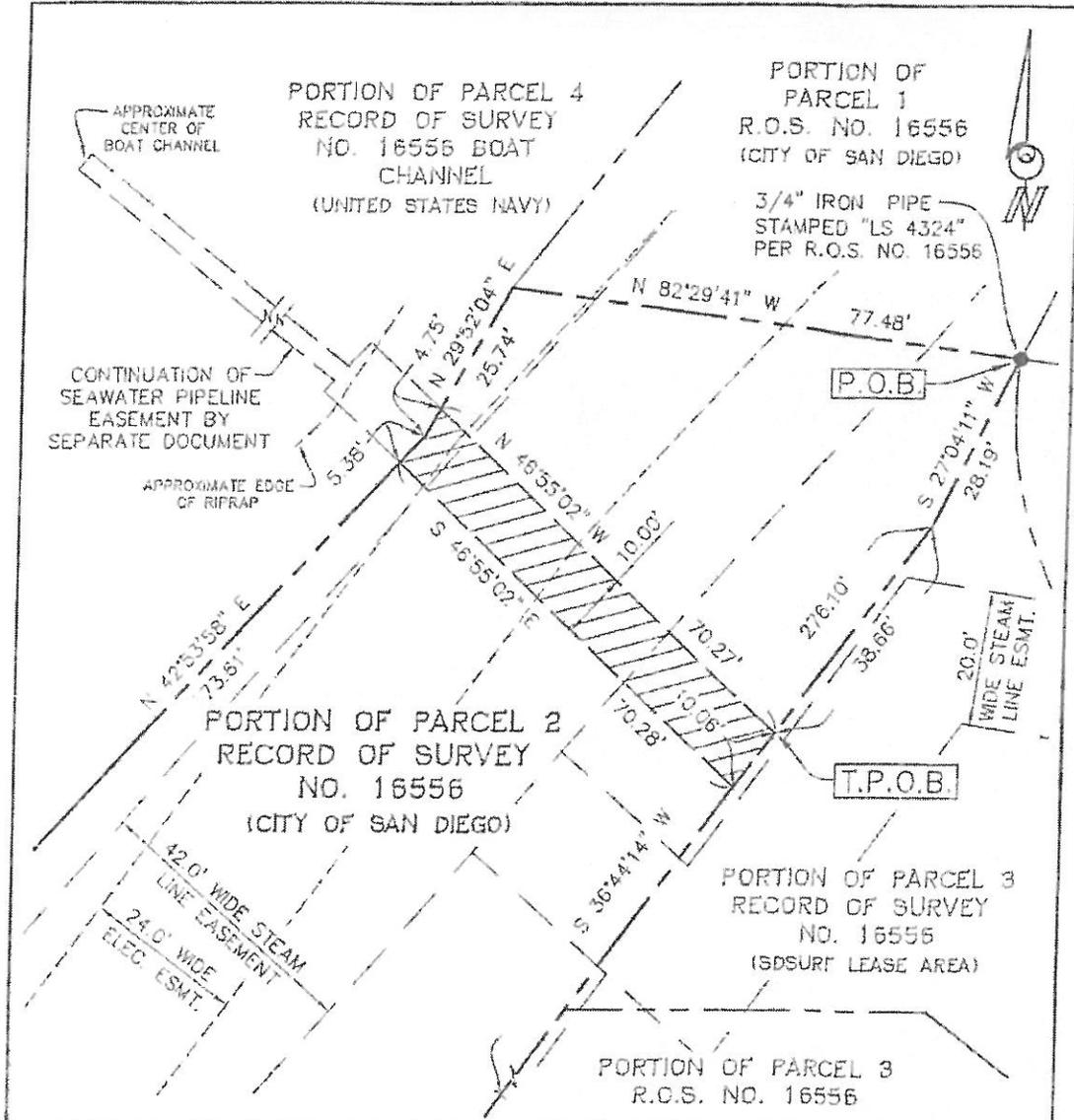



JAMES L. MEYER, P.L.S. 4307

12-22-06
DATE

Created on 11/21/2006 5:37:00 PM

Exhibit D1: Diagram of Seawater Pipeline Easement Area



<p>EXHIBIT "C-1" SEAWATER PIPELINE EASEMENT WITHIN A PORTION OF PARCEL 2 OF RECORD OF SURVEY NO. 16556</p>	<p>burkett & wong </p> <p>engineers & surveyors 3434 fourth ave. san diego ca. 92103-5704 * (619) 299-5550</p> <p><i>James L. Meyer</i> 12-22-06 JAMES L. MEYER LS 4307 DATE</p>
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