

**Part 6 of Attachment A to City Staff Report
for City Council Meeting on June 17, 2020**

*includes PSA attachments 28 through 30

ATTACHMENT 28 TO PURCHASE AND SALE AGREEMENT

Easement Agreement for River Park Construction and Maintenance

Recording Requested By:

THE CITY OF SAN DIEGO

After Recording Mail To:

THE CITY OF SAN DIEGO
Real Estate Assets Department
1220 Third Avenue, Suite 1700, MS 51A
San Diego, CA 92101

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**AGREEMENT REGARDING EASEMENT FOR CONSTRUCTION,
MAINTENANCE, AND OPERATION OF RIVER PARK
FOR RECREATIONAL USES**

This Agreement Regarding Easement for Construction, Maintenance, and Operation of River Park for Recreational Uses ("**Agreement**") is made as of _____, 2020, by the CITY OF SAN DIEGO, a municipal corporation ("**City**"), and the BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, the State of California acting in its higher education capacity, on behalf of San Diego State University ("**CSU**"), in the County of San Diego, State of California, with reference to the facts and circumstances described below. Unless otherwise defined herein, terms with initial capital letters have the meaning given in Section 27.

A. City's voters approved a citizens' initiative measure, commonly known as Measure G, on November 6, 2018, governing City's sale to CSU of certain real property referred to therein as the "Existing Stadium Site" and consisting of 135.12 acres, comprised of both the real property commonly known as the San Diego County Credit Union stadium site and the Murphy Canyon Creek Parcel, generally located at 9449 Friars Road in the City of San Diego, County of San Diego, State of California, as legally described in **Exhibit A** to this Agreement (the "**CSU Property**").

B. Measure G is comprised of two main components: (i) Sections 1, 2, 4, 5, 6, 7, and 8 of the citizens' initiative, which describe, among other things, the purpose, intent, and findings supporting the citizen's initiative; and (ii) Section 3 of the citizens' initiative, which adds new section 22.0908 to the San Diego Municipal Code ("**Section 22.0908 Conditions**"). Measure G states that the CSU Property is needed by CSU/San Diego State University for "Bona Fide Public Purposes," as that term is defined in the Section 22.0908 Conditions, and for that reason City will sell the CSU Property to CSU in accordance with the City Charter, but only if such sale is in compliance with the Section 22.0908 Conditions and fulfills the intent and purposes outlined in Measure G.

C. Measure G does not obligate CSU to purchase the CSU Property or take any other actions related to the CSU Property, if CSU chooses not to purchase the CSU Property. However, Measure G requires City to ensure that City's negotiated sale of the CSU Property complies with Measure G.

D. California Education Code section 66606 vests CSU with "full power and responsibility in the construction and development of any state university campus, and any buildings or other facilities or improvements connected with the California State University." Section 22.0908(x)(12) states "Nothing in this Initiative abrogates, or is intended to abrogate, the authority of the Board of Trustees of the California State University." CSU is the State of California acting in its higher education capacity, and is generally exempt from local and regional ordinances, regulations, policies and rules, including, without limitation, zoning and land use regulations, when its development, construction, facilities, and uses are in furtherance of its governmental purpose, unless applicable Law specifically says otherwise. Without waiver of CSU's standing and legal authority as a state agency, and to enable City to ensure that the sale of the CSU Property complies with the Section 22.0908 Conditions and fulfills the intent and purposes outlined in Measure G, CSU agrees to be bound by the terms and conditions set forth in this Agreement, and the Real Property Purchase and Sale Agreement and Joint Escrow Instructions dated _____, 2020 between the Parties ("**Purchase Agreement**"), and its attachments.

E. In light of the circumstances stated in Recitals A through D above, the Parties negotiated and entered into the Purchase Agreement and related agreements pursuant to which CSU agreed, strictly as a matter of contract, to develop and operate the CSU Property subject to terms and conditions in the Purchase Agreement and related agreements, and in a manner satisfying City's concern that the sale must comply the Section 22.0908 Conditions and fulfill the intent and purposes outlined in Measure G. By entering into these agreements, CSU is not waiving its standing and legal authority as a state agency, though it agrees, due to the unique circumstances at hand, to be contractually bound by the terms of such agreements. The Parties negotiated the terms of the Purchase Agreement and related agreements in response to the local voters' approval of Measure G and intend all such agreements to be consistent with the Section 22.0908 Conditions and the intent and purposes outlined in Measure G.

F. As of the Effective Date of this Agreement, the closing of the transaction has occurred under the Purchase Agreement, by which CSU has acquired the CSU Property.

G. City continues to own in fee approximately 57 acres (including approximately 40.4 acres of waters of the United States), located generally south of the CSU Property and the River Park Property (defined in Recital H) and within the San Diego River and its floodplain ("**Wetland Mitigation Project Site**") and the River Park Property as depicted in **Exhibit B: Depiction of City's Fee Property** (the Wetland Mitigation Project Site and the River Park Property are collectively referred to as the "**City's Fee Property**").

H. City and CSU desire that a river park as described in Measure G ("**River Park**") be designed, constructed, operated, and maintained by CSU in perpetuity on an approximately 34.6-acre section of City's Fee Property, as more specifically described in the legal description of the easement area in **Exhibit C-1: Legal Description of River Park Property** and as depicted in

Exhibit C-2: Depiction of River Park Property (“River Park Property”). The River Park Property includes the segment of Murphy Canyon Creek within the River Park Property south of Rancho Mission Road, which drains into the San Diego River (“**Southern Murphy Canyon Creek**”), and this segment will be part of the River Park.

I. In compliance with Measure G, as set forth in San Diego Municipal Code section 22.0908(i), on _____, 2020, City set aside and designated the River Park Property for park purposes in accordance with San Diego Charter section 55, as more fully set forth in San Diego Resolution R-_____ (_____, 2020).

J. Section 22.0908, at subsections (c)(2), (i), and (x)(11), provides that, in connection with the sale of the CSU Property to CSU, that CSU is to design and construct the River Park by the Delivery Date (as such term is defined in the River Park and Storm Water BMP Development Agreement) in a manner that revitalizes and restores the River Park Property as envisioned by past community planning efforts so as to integrate Mission Valley’s urban setting with the natural environment; to include active and passive park uses, including 8 to 10 foot wide linear walking and biking trails or paths; to provide a river buffer of native vegetation and measures to mitigate drainage impacts and ensure compliance with water quality standards; and to provide associated open space, all of which will be open and accessible for use by all members of the public in perpetuity.

K. Under this Agreement, City will grant a non-exclusive recreation easement to allow CSU to design, construct, operate, and maintain the River Park in perpetuity and as required by the Purchase Agreement, the River Park and Storm Water BMP Development Agreement, and the Agreement Regarding Maintenance and Management of the River Park and Storm Water Best Management Practice Structures (“**River Park and Storm Water BMP Maintenance Agreement**”) entered into by the Parties and recorded concurrently with this Agreement and to vest CSU with all rights to the River Park Property necessary to enable CSU to access and use the River Park Property in order to perform its obligations and exercise its rights under the River Park and Storm Water BMP Development Agreement and River Park and Storm Water BMP Maintenance Agreement.

L. City and CSU have also agreed on the form of a separate Easement Agreement for Installation of Utilities in the River Park attached to the Purchase Agreement as Attachment 31 (“**Easement Agreement for CSU’s Utilities in River Park**”), in which, in addition to other easements, City will grant CSU an easement appurtenant to the CSU Property to design, construct, operate, maintain, and repair three (3) Storm Water best management practice structures (“**Storm Water BMPs**”) and the infrastructure associated therewith for the benefit of the CSU Property and the River Park Property. The Storm Water BMPs will be located on approximately 2.5 acres of the River Park Property and will function as passive park space within the River Park. The Easement Agreement for CSU’s Utilities in River Park will be executed in recordable form by City and CSU and recorded after recordation of the Parcel Map or after establishment by separate instrument if either Party elects not to proceed with a Parcel Map.

M. Additionally, CSU acknowledges that the City has existing utility infrastructure which will remain in the River Park Property and for which the City will reserve an easement for

utilities and future utility infrastructure for the public benefit, and that the City may in the future install additional infrastructure as provided for in the various agreements entered into between the Parties related to the sale of the CSU Property. CSU acknowledges and agrees that its rights under this Agreement are subject to the City's rights for public utilities expressly reserved or provided for in the River Park Agreements and other agreements between the Parties pursuant to the Purchase Agreement.

TERMS AND CONDITIONS

For good and valuable consideration, the receipt of which is acknowledged, CSU and City (collectively, the "**Parties**") agree as follows:

1. Grant of Non-Exclusive Easement. City grants to CSU a perpetual, non-exclusive easement ("**Recreation Easement**") in, on, over, and across the entirety of the River Park Property for the design, construction, operation, repair and maintenance of the River Park Property in accordance with the terms and conditions of the River Park and Storm Water BMP Development Agreement and River Park and Storm Water BMP Maintenance Agreement, as a park available for general public use for park and recreation purposes, and for the maintenance of Southern Murphy Canyon Creek in accordance with the terms of the River Park and Storm Water BMP Maintenance Agreement. This Recreation Easement grants rights to CSU for the use of the River Park Property, in addition to the rights intended to be granted in the Easement Agreement for CSU's Utilities in River Park, subject to the City's reserved City Utility Easements (defined in Section 6) and the City's Reserved Rights (defined in Section 6) for public utilities. This Recreation Easement does not prohibit CSU's ability to exercise the rights granted to CSU in the Easement Agreement for CSU's Utilities in River Park.

2. Use of Easement. CSU's use of the Recreation Easement shall be in accordance with the River Park and Storm Water BMP Development Agreement and the River Park and Storm Water BMP Maintenance Agreement. This Agreement shall terminate if both the River Park and Storm Water BMP Development Agreement and the River Park and Storm Water BMP Maintenance Agreement terminate; provided notwithstanding the foregoing or anything else in this Agreement to the contrary, any termination of this Agreement, including the Recreation Easement, shall not impair, terminate, or affect in any manner whatsoever the rights and obligations of the Parties as set forth in the Easement Agreement for CSU's Utilities in River Park. For the avoidance of any doubt, all obligations of CSU to maintain, repair and operate the Storm Water BMPs shall continue in full force and effect under the Easement Agreement for CSU's Utilities in River Park, and a termination of this Agreement and the Recreation Easement shall have no impact whatsoever on the rights and obligations of the Parties set forth in the Easement Agreement for CSU's Utilities in River Park.

3. Ownership of Improvements. Provided that the Recreation Easement is not terminated, CSU shall own all improvements that it constructs or installs on the River Park Property. If this Recreation Easement is terminated for any reason, City shall assume ownership of all improvements installed on the River Park Property, and upon request, CSU will provide a bill of sale transferring to City title to all of the improvements in an as-is condition, without representation or warranty of any kind, and free and clear of any liens or encumbrances. In addition, upon

termination of the Recreation Easement, CSU will provide a quitclaim deed in recordable form sufficient to eliminate the encumbrance of the Recreation Easement from title to the River Park Property, but not any other easements granted to CSU over the River Park Property.

4. Covenant Relating to Wetland Mitigation Project. The San Diego State University Mission Valley Campus Master Plan Environmental Impact Report, certified by the CSU Board of Trustees in compliance with CEQA on January 29, 2020 (“**Final EIR**”) analysis concludes that the River Park will not have significant, unmitigated impacts on wetlands, including the Wetland Mitigation Project Site. CSU will cause the River Park to be constructed, operated, and maintained at all times, and will undertake the performance of all obligations under this Agreement at all times, in a manner that: (i) is consistent with the Final EIR Mitigation Monitoring and Reporting Program (“**MMRP**”); (ii) does not cause any damages, losses, or adverse impacts to the Wetland Mitigation Project or the Wetland Mitigation Project Site; and (iii) does not prevent or interfere with City’s ability to complete the Wetland Mitigation Project, including City’s monitoring and maintenance of sensitive habitat, in accordance with Law, the Wetland Mitigation Project Agreements, and the MSCP Plan (defined in Section 5).

5. Covenant Relating to City’s Multiple Species Conservation Program Plan. CSU acknowledges that it has received and reviewed a copy of the Final Multiple Species Conservation Program Plan (“**MSCP Plan**”) for the San Diego Region dated August 1998, as may be amended, supplemented, or superseded in the future, and all related implementing agreements, plans, and documents. The Final EIR analysis concluded that the River Park would not be inconsistent with the MSCP Plan. CSU’s use of the Recreation Easement, including all construction activities on the River Park Property that occur directly adjacent to City’s Multi-Habitat Planning Area (i.e., the San Diego River) must be performed in compliance with the mitigation measures described in the MMRP, which include the land use adjacency measures that minimize indirect effects to City’s Multi-Habitat Planning Area.

6. City’s Reservation of Easement and Additional Rights.

6.1 Reservation of Easement for Existing City Utilities. The easements for existing City utility facilities described and depicted in Section 6.1 are sometimes collectively referred to as the “**City Utility Easements**.” The physical areas described in Section 6.1 of this Agreement, on or over which the City Utility Easements are located, are sometimes referred to individually as an “**City Utility Easement Area**” and collectively as the “**City Utility Easement Areas**.”

(a) Water Utility Easements. City grants to and reserves unto itself, and its successors and assigns, the permanent non-exclusive easement and right-of-way to access, construct, install, reconstruct, maintain, operate, restore and repair water utility facilities, together with appurtenances, through, over, on, under, along, and across the following City Utility Easement Area, to the extent that such City Utility Easement Area as depicted and described is located on the River Park Property: Water Easement 1 – 16” Water Transmission Easement, beginning generally at the northern boundary at the northeast corner of the CSU Property and extending south/southwest through the River Park Property, as described in **Exhibit D-1** and depicted in **Exhibit D-2**.

(b) Sewer Utility Easements. City grants to and reserves unto itself, and its successors and assigns, the permanent non-exclusive easement and right-of-way to access, construct, install, maintain, operate, repair, restore and reconstruct sewer pipelines, together with appurtenances, through, over, on, under, along and across the following City Utility Easement Areas to the extent that such City Utility Easement Areas as depicted and described are located on the River Park Property:

(i) Sewer Easement 1 – 8” and 18” Gravity Sewer Easement, beginning generally at the northern boundary of the CSU Property and extending south/southwest to the southern boundary of the CSU Property into the River Park Property, as described in **Exhibit E-1** and depicted in **Exhibit E-2**.

(ii) North Mission Valley Sewer Interceptor Easement – 84” and 96” North Mission Valley Sewer Interceptor, with improvements generally located within the River Park Property with access over the CSU Property to all points in the area as described in **Exhibit E-3** and depicted in **Exhibit E-4**.

(iii) Sewer Easement 2 – 36” Murphy Canyon Trunk Sewer Easement, beginning generally at the northeast corner of CSU Property and extending south, then southwest through the River Park Property as described on **Exhibit E-5** and depicted on **Exhibit E-6**.

(c) No Merger of City Utility Easements into Fee Title. The Parties acknowledge that the City Utility Easements are public service easements that benefit the general public and are not appurtenant to any real property interest owned by the City. The Parties intend that the City Utility Easements will not be extinguished or impaired in any way due to the doctrine of merger between fee title and easements. If for any reason a court determines that the City Utility Easements have been extinguished or impaired in any way due to the doctrine of merger between fee title and easements, then the Parties will promptly enter into an amendment to this Agreement that achieves the same rights in the City’s favor as envisioned by this Agreement.

6.2 Reservation of Rights for Future Utility Needs. The City retains the right to access, enter upon, make use of, and install facilities including, but not limited to, installing pump stations, wells, and any other necessary infrastructure or piping on, in, or under the River Park Property (including, but not limited to, the Recreation Easement) for the purposes of (i) exercising the City’s Pueblo water rights, (ii) groundwater management and/or use and management of the Mission Valley Aquifer located beneath the River Park Property (“**Aquifer**”), (iii) implementing other water and sewer projects such as the Pure Water Program, (iv) carrying out any other purpose necessary to meet the water and sewer needs of the City, and (v) exercising the City’s rights under the Kinder Morgan Settlement Agreement and the City’s rights of access, including to authorize a designated third party to exercise those rights (collectively, “**Reserved Rights**”). In exercising its Reserved Rights, the City shall comply with the conditions set forth in Section 6.4. Without limiting CSU’s obligations under any encroachment maintenance and removal agreement or any easement agreement between the Parties that may be entered into with respect to the River Park Property, any exercise of the City’s Reserved Rights will be at the City’s sole cost and expense.

6.3 City's Reserved Rights. The City has identified specific areas of the River Park Property where future infrastructure is likely to be located in connection with the City's exercise of its Reserved Rights, which area is described on **Exhibit F-1, Descriptions of City's Future Infrastructure Area** and depicted in **Exhibit F-2, Depiction of City's Future Infrastructure Area** attached to this Agreement ("**City's Future Infrastructure Area**"). Without limiting the City's Reserved Rights or City Utility Easement rights, any River Park Improvements constructed by CSU within any portion of the City's Future Infrastructure Area or the City Utility Easement Areas must be consistent with the River Park Conceptual Design attached as Exhibit D to the River Park and Storm Water BMP Development Agreement ("**River Park Conceptual Design**"). If CSU constructs any River Park Improvements or any other improvements in the City's Future Infrastructure Area or in the City Utility Easement Areas and such River Park Improvements or other improvements must be removed in order for the City to exercise its Reserved Rights or easement rights (as reasonably determined by the City's Public Utilities Department), then without limiting CSU's obligations under any encroachment maintenance and removal agreement or any easement agreement between the Parties that may be entered into with respect to the River Park Property, the City may remove such improvements after conferring with CSU as provided in Section 6.4(a).

6.4 Conditions Relating to Implementation. The City shall comply with the following conditions, if City chooses to exercise any of its Reserved Rights or carries out a construction project within the City Utility Easement Areas (except with respect to routine maintenance, operation or repair work):

(a) City shall coordinate with CSU on all proposed construction projects within the River Park Property, including providing CSU a copy of all plans, specifications, construction schedules, typical operation and maintenance requirements, and all other reasonable information requested by CSU, prior to issuance of any development or construction permit or the commencement of construction. City will provide to CSU, for CSU review and comment, grading and construction plans depicting any proposed construction activities, including installation of structures and infrastructure, within the River Park Property (collectively, "**River Park Property Development Plans**"). Before City issues a construction permit or any other permit allowing such activities, or commences any such activities on the River Park Property, City will consult with and consider the design input of CSU on the proposed River Park Property Development Plans. CSU's review of the River Park Property Development Plans and any modifications to those plans is intended to ensure that City's proposed activities and improvements do not impair or damage any Storm Water BMPs located within the River Park Property. City will not modify the River Park Property Development Plans, or undertake any activities in conflict with such plans after submitting the same for review by CSU, without first obtaining CSU's additional review. City will make a good faith effort to incorporate all comments received from CSU into the final River Park Property Development Plans. City will provide a written explanation to CSU if any of its comments are not incorporated, but further consultation will not be required before City may proceed with issuance of a permit allowing construction activities.

(b) Unless otherwise mutually agreed to by the Parties, under no circumstances shall any exercise of such rights by City damage or otherwise negatively impact any Storm Water

BMPs located on the River Park Property or any easement rights granted to CSU in the Easement Agreement for CSU's Utilities in the River Park.

(c) City will make good faith efforts to minimize the length of time that the River Park is affected by the City's exercise of its Reserved Rights or its easement rights. Prior to entering upon the River Park Property to perform any construction activities or other activities that would impair or impede public use of any portion of the River Park or CSU's maintenance, repair or operation of the River Park, City will give CSU reasonable advance written notice, which notice will describe the scope of work planned, the portion of the River Park Property to be impacted, the planned duration of activity, and measures planned to protect public access to the River Park to the extent practicable. City will reasonably cooperate with CSU to perform such construction or other activities at a time and in a manner that minimizes disturbance to use, maintenance and operation of the River Park. The Parties will agree upon a schedule of notice requirements applicable to City construction or other activities that may impact use of the River Park which will take into account providing sufficient notice to accommodate scheduled use of recreation fields.

(d) City will restore the affected area to the minimum standards then required by City's Public Utilities Department, but neither the City nor CSU shall be responsible for restoring any River Park Improvements damaged or destroyed by City's activities within the City Utility Easements. Neither City nor CSU shall be required to restore any River Park Improvements required to be removed in order for the City to exercise its Reserved Rights.

(e) If the City's exercise of its Reserved Rights or its utility easement rights results in above-ground improvements, the City shall be responsible for maintaining those above-ground improvements and CSU shall be relieved of its obligations to maintain the area in which the above-ground improvements are located. The Parties will cooperate in documenting any change in maintenance responsibilities as a result of the City exercising its Reserved Rights or easement rights.

(f) Without limiting CSU's obligations under any encroachment maintenance and removal agreement or any easement agreement that may be entered into in the future between the Parties with respect to the River Park Property, any exercise of the City's Reserved Rights, including removal of any River Park Improvements that are consistent with the River Park Conceptual Design, will be at the City's sole cost and expense.

(g) If City's exercise of the Reserved Rights interferes with CSU's performance of its duties and obligations under the River Park and Storm Water BMP Development Agreement and the River Park and Storm Water BMP Maintenance Agreement, CSU's failure to perform such duties shall not constitute a default under the River Park and Storm Water BMP Development Agreement or the River Park and Storm Water BMP Maintenance Agreement.

(h) City will comply with CEQA and all other applicable laws and shall certify appropriate CEQA documents prior to commencing construction of any City projects within the River Park Property. Public outreach shall be conducted in accordance with CEQA requirements and City standards for public utility projects. City will minimize environmental impacts and community disruption as feasible and as required by CEQA.

6.5 City Access to River Park Property. City shall have the right of ingress and egress by pedestrians and vehicles, including frequent vehicular access for inspection of subsurface infrastructure from the multiple surface access points within the River Park Property, and including transport of machinery and equipment for construction and repair, through, over, under, along, and across the River Park Property to the City Utility Easement Areas or any area in the future where the City exercises its Reserved Rights and installs utility infrastructure, by the most practicable route available at the time, and at all times necessary, utilizing existing roadways, driveways and other access ways to the extent feasible, as those may change from time to time. City will comply with the notice and coordination requirements described in Section 6.4(c) before performing any construction or other activities that would impair or impede use, operation or maintenance of any portion of the River Park.

7. Limits and Conditions on CSU's Recreation Easement. CSU's design, construction, operation, repair, and maintenance of the River Park Improvements will not negatively impact the Aquifer or unreasonably interfere with City's water or sewer rights, including the City's ability to exercise its Reserved Rights or its rights within the City Utility Easements. CSU's design, construction, operation, repair, and maintenance of the River Park and use of the River Park Property will not interfere with, prohibit or limit City's access to, or damage City's existing utility infrastructure (except to the extent the Parties have agreed that certain existing utility infrastructure will be removed or relocated in connection with CSU's development of the CSU Property, as further set forth in the River Park and Storm Water BMP Development Agreement) or any future infrastructure installed by the City described in Section 6 above. It is acknowledged and agreed that development of the CSU Property as contemplated by the "Project Site Plan" attached as Attachment 6 to the Purchase Agreement and the River Park Property as contemplated by the River Park Conceptual Design and the design, construction, operation, maintenance, and repair of the River Park Improvements and Storm Water BMPs in accordance with the terms and conditions of the River Park and Storm Water BMP Development Agreement and the River Park and Storm Water BMP Maintenance Agreement will not negatively impact the Aquifer or unreasonably interfere with City's water rights.

8. Duty to Protect in Place. In carrying out the construction of the River Park Improvements, CSU will not damage any City utility facilities and appurtenances located in the River Park Property. CSU will be liable for all costs of repair, rehabilitation, decontamination, and any other work required, should any of the City's utility facilities and appurtenances become damaged or are interfered with by construction activities carried out by CSU on the CSU Property or the River Park Property. Nothing in this Agreement is intended to preclude CSU from relocating City's water and sewer facilities as contemplated in the River Park and Storm Water BMP Development Agreement or River Park and Storm Water BMP Maintenance Agreement.

9. Representations and Warranties Regarding River Park. City hereby represents and warrants as set forth below with respect to the River Park Property. As used herein, the phrase "**City's Knowledge**" means the actual knowledge of Cybele Thompson, in her capacity as City's Director of the Real Estate Assets Department, and Shauna Lorance, in her capacity as the City's Director of the Public Utilities Department, each without duty of investigation or inquiry. City represents and warrants that Cybele Thompson and Shauna Lorance are the most knowledgeable City representatives regarding the River Park Property and the matters described below.

9.1 There is no suit, action, arbitration, legal, administrative or other proceeding or governmental investigation, formal or informal (collectively, "**Action**"), relating to or affecting the River Park Property and, to City's Knowledge, no such Action is pending or threatened.

9.2 The River Park Property is currently owned and operated by City in compliance with all applicable Law and in compliance with the Wetland Mitigation Approvals and all permits, licenses and approvals applicable to Murphy Canyon Creek.

9.3 Neither the execution and delivery of this Agreement, the other River Park Agreements, the Easement Agreement for CSU's Utilities in River Park, or any other agreements entered into between CSU and City regarding the River Park pursuant to the Purchase Agreement (collectively, "**River Park Agreements**"), nor the performance or consummation of the actions contemplated by this Agreement or the River Park Agreements, will (i) constitute a violation, default or breach of any contract, agreement, understanding, instrument, commitment or representation binding upon City or the River Park Property; (ii) constitute a violation or breach of any judgment, order, writ, injunction or decree issued against or imposed upon City or the other River Park Property; or (iii) challenge, impair or interfere with City's ability to perform this Agreement or the other River Park Agreements in accordance with their terms. City shall not make or enter into any contract, agreement, understanding, instrument, commitment or representation during the term of this Agreement or any other River Park Agreement that would result in the representations in subsections (i), (ii), or (iii) directly above becoming untrue.

9.4 To City's Knowledge, the City has never (i) used, generated, processed, stored, disposed of, released or discharged any Hazardous Substances on, under, or about the River Park Property in violation of Environmental Law, (ii) transported Hazardous Substances to or from the River Park Property in violation of Environmental Law, or (iii) caused any Hazardous Substances to migrate on, under or about the River Park Property in violation of Environmental Law. To City's Knowledge, no Hazardous Substances currently exist on, under or about the River Park Property in violation of Environmental Law.

10. Indemnity.

10.1 Indemnification by CSU. CSU shall defend, indemnify, and hold harmless City and its officials, employees, agents, officers, attorneys, and representatives (collectively, "**City Parties**") from and against any and all Claims related to this Agreement, the River Park Property, or the River Park arising from or relating to any of the following circumstances: (a) willful misconduct, sole negligence or active negligence of CSU, the CSU Board of Trustees, and CSU's employees, agents, attorneys and representatives (collectively, "**CSU Parties**") or CSU or its auxiliary organizations (collectively, "**CSU Entities**") on the River Park Property or in connection with the River Park; (b) any Claim arising from Default by CSU under this Agreement; (c) any agreements or other arrangements that CSU (or anyone claiming by or through CSU) makes with a third person regarding the River Park Property and/or the River Park; (d) any noncompliance by the CSU Parties or CSU Entities with applicable Law, including the Final EIR MMRP; (e) any Claim relating to workers' compensation or to any employee of the CSU Entities or any of their contractors performing work on the River Park Property or in connection with the River Park; (f) any failure to comply with any applicable Law related to prevailing wage requirements by any

CSU Party, CSU Entity, or any CSU-retained contractor performing work on the River Park Property or in connection with the River Park; (g) any Environmental Claim directly resulting from any negligence or Default under this Agreement by any CSU Parties or CSU Entities; (h) any Claim arising directly from any CSU Party's or CSU Entity's maintenance, or failure to adequately maintain the Onsite Portions of Murphy Canyon Creek, excluding, however any Claims arising from or relating to (1) an established breach of City's representations, warranties, or covenants or (2) deficiencies or other conditions occurring or existing before or after the Effective Date on the Offsite Portions of Murphy Canyon Creek; or (i) any Claim arising from any adverse impacts on the Wetland Mitigation Project or the Wetland Mitigation Project Site directly resulting from any negligence or Default under this Agreement by any CSU Parties or CSU Entities. Notwithstanding the foregoing, CSU's indemnification obligations will not apply to any Claims to the extent arising out of City's established sole negligence or willful misconduct, or any Claims directly arising out of environmental conditions determined to have existed on the River Park Property, except for conditions directly caused by CSU or any of its contractors performing work on the River Park Property. City shall notify CSU in writing within five (5) Business Days of the receipt of any notice of any indemnified Claim; provided that the failure to notify CSU in writing within such five (5) Business Day period shall not release CSU from the indemnification obligation set forth in this Section. Upon receipt of the City's notification, CSU shall assume the defense of the Claims, including the employment of counsel reasonably satisfactory to City and CSU. CSU shall notify City of CSU's desired legal counsel, in writing within five (5) Business Days after CSU's receipt of City's written notice of a Claim. City shall thereafter have five (5) Business Days within which to approve or disapprove CSU's choice of counsel, and if City fails to respond in writing within such time period, it shall be deemed to have approved CSU's choice of counsel. City's approval of CSU's choice of counsel shall not be unreasonably withheld, conditioned or delayed. CSU's obligation to indemnify and defend the City Parties pursuant to this Agreement shall survive the expiration or termination of this Agreement, until any and all actual or prospective Claims regarding any matter subject to such obligation are fully, finally, and completely barred by applicable statutes of limitations. The terms of this Section shall be binding solely upon the fee owner of the portion of the CSU Property upon which the New Stadium is to be located and shall not be binding upon any successor-in-interest or lessee of any portion of the CSU Property containing residential, retail, commercial or Non-Government Uses.

10.2 Indemnification by City. City shall defend, indemnify, and hold harmless the CSU Parties from and against any and all Claims related to this Agreement, the River Park Property, or the River Park arising from or relating to any of the following circumstances: (a) any willful misconduct, sole negligence or active negligence of any City Parties on the River Park Property or in connection with the River Park; (b) any Claim arising from Default by City under this Agreement; (c) any noncompliance with applicable Law by any City Parties, including in connection with the River Park, directly resulting from any negligence or Default under this Agreement by any City Parties; (d) any Claim attributable to or relating to any City Parties' use, maintenance, construction or operation of any City-owned public sewer and water utilities or groundwater facilities now or in the future located within the River Park Property; (e) any Claims for personal injury or property damage arising from events occurring on the River Park Property prior to the Effective Date; or (f) any Claims relating to damage to the CSU Property and/or any improvements located thereon resulting from the installation, operation, and/or use of any Aquifer

Facilities not existing on the River Park Property as of the Effective Date. Notwithstanding the foregoing, the City's indemnification obligations will not apply to any Claims to the extent arising out of CSU's established sole negligence or willful misconduct. CSU shall notify City in writing within five (5) Business Days of the receipt of any notice of any indemnified Claim; provided that the failure to notify City in writing within such five (5) Business Day period shall not release City from the indemnification obligation set forth in this Section. Upon receipt of such notification, City shall assume the defense of the Claims, including the employment of counsel reasonably satisfactory to City and CSU. CSU shall have five (5) Business Days within which to approve or disapprove City's choice of counsel and if CSU fails to respond in writing within such time period it shall be deemed to have approved City's choice of counsel. CSU's approval of City's choice of counsel shall not be unreasonably withheld, conditioned or delayed. City's obligation to indemnify and defend the CSU Parties pursuant to this Agreement shall survive the expiration or termination of this Agreement, until any and all actual or prospective Claims regarding any matter subject to such obligation are fully, finally, and completely barred by applicable statutes of limitations.

11. Remedies and Default.

11.1 Default. A Party shall be in "default" under this Agreement in any of the following circumstances (each a "**Default**"):

(A) Monetary/Escrow Default. A Party fails to timely pay or deposit any amount of money, bond, surety, or evidence of any insurance coverage required under this Agreement, and this circumstance continues for five (5) Business Days after the Party in breach of its contractual obligation receives written notice from the other Party identifying the nature of the breach.

(B) Non-Monetary Default. Subject to any time extensions that may apply due to Unavoidable Delay, a Party fails to comply with any covenant or perform any obligation required hereunder and such failure is not cured within thirty (30) days after the delivery of written notice describing such failure by the other Party, provided that if such Default cannot reasonably be cured within such thirty (30) day period and the defaulting Party commences to cure such Default within such thirty (30) day period and thereafter diligently and expeditiously proceeds to cure the same, the defaulting Party will be afforded an additional sixty (60) days to cure a Default.

11.2 Remedies. Subject to the express notice and opportunity to cure provisions of this Agreement regarding a specific Default, upon the occurrence of any Default by a Party under this Agreement, the non-defaulting Party may seek a court order that provides declaratory or injunctive relief to address the Default or pursue any other available legal or equitable remedy. Notwithstanding anything to the contrary set forth herein, neither Party will be entitled under any circumstances to recover any speculative, consequential or punitive damages from the other Party.

11.3 No Waiver of Other Remedies. Subject to the limitation described in Section 11.2, the rights and remedies enumerated in this Agreement are cumulative and shall not limit a Party's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to one Party against the other.

11.4 Equitable Relief. Notwithstanding any other provision of this Agreement, in the event of any violation or threatened violation by any Party of any of the terms, restrictions, covenants or conditions of this Agreement, the other Party shall have, in addition to the right to collect any damages caused thereby (subject to the limitation in Section 11.2), the right to enjoin such violation or threatened violation in any court of competent jurisdiction.

12. No Assignment. CSU will not assign any rights, obligations, or duties under this Agreement to a third party without the prior written consent of City which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, this Section shall not prevent CSU from delegating its rights and/or obligations under this Agreement to any Person that CSU has contracted with to perform any of CSU's duties or obligations under the River Park and Storm Water BMP Development Agreement or River Park and Storm Water BMP Maintenance Agreement. Notwithstanding any approved assignment or permitted delegation, CSU will remain primarily liable under this Agreement.

13. Estoppel Certificates. Each Party shall from time to time, within fifteen (15) Business Days after receipt of written request from the other Party, execute, acknowledge and deliver a statement in customary form (i) certifying that this Agreement is unmodified (whether by formal waiver, amendment, or otherwise) and in full force and effect or, if modified, stating the nature of such modification and certifying that this Agreement as so modified is in full force and effect (or, if this Agreement is claimed not to be in force and effect, specifying the grounds therefor), (ii) acknowledging that there are not, to the knowledge of the other Party, any uncured Defaults on the part of such other Party hereunder (or specifying such Defaults if any are claimed), and (iii) certifying such other matters as the requesting Party or its respective current or prospective development partners, mortgagees, insurance carriers, auditors, and/or potential purchasers or lessees may reasonably request. The failure to timely deliver a statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting Party and that there are no uncured Defaults in the performance of the requesting Party, except as may be represented by the requesting Party.

14. Amendments. This Agreement may be amended only upon the approval and signature of both Parties. Any amendment to this Agreement that is signed by one Party, but not the other Party, shall be null and void and of no force or effect whatsoever. If the CSU Property is subdivided in the future, upon request by either Party, the Parties shall record an amendment to this Agreement partially releasing certain subdivided portions of the CSU Property consistent with the intent of this Agreement. Any such amendment to this Agreement may be executed by the Mayor or its designee without obtaining prior City Council approval. Without limiting the foregoing rights to amend this Agreement, the Parties hereby acknowledge and agree that (i) in furtherance of the development of the CSU Property, CSU currently intends to record a subdivision map for the CSU Property which will subdivide the CSU Property into various separate legal parcels, (ii) nothing in this Agreement shall be construed as granting City any right to approve any such subdivision map and/or the legal parcels created thereby, (iii) CSU's obligations under the River Park and Storm Water BMP Development Agreement and River Park Maintenance and Operation Agreement are intended to only apply to CSU and any successor fee owner of the portion of the CSU Property upon which the New Stadium is to be located and shall not be binding upon any successor-in-interest or lessee of any portion of the CSU Property containing residential, retail,

commercial or Non-Government Uses, and thus, after a subdivision map is recorded, this Agreement will not be applicable to the entire CSU Property, and (iv) at such time, without need for City consent or approval, in addition to such subdivision map and all matters contained therein, CSU shall be allowed, in its sole discretion, to record against title to the CSU Property one or more instruments which specifically identify which legal parcels created by the subdivision map contain specific components of the project to be developed on the CSU Property and/or specific areas of the CSU Property.

15. Costs of Enforcement. In the event it is necessary for either Party to employ an attorney or to commence an action or legal proceeding, to enforce any default or breach of the provisions of this Agreement, the prevailing Party in such action or proceeding shall be entitled to recover from the other Party court costs and reasonable attorneys' fees. This Section shall survive the expiration or termination of this Agreement.

16. Governing Law. The substantive and procedural laws of the State of California shall govern the interpretation and enforcement of this Agreement, without application of statutes or principles relating to conflicts of laws.

17. Binding Effect. The rights and obligations contained in this Agreement shall inure to the benefit of and be binding upon the successors-in-interest, agents, employees, assigns, and transferees of the Parties, provided that with respect to the CSU Property, this Agreement shall be binding solely upon the fee owner of the portion of the CSU Property (as it may later be subdivided) upon which the New Stadium is to be located and shall not be binding upon any successor-in-interest or lessee of any portion of the CSU Property containing residential, retail, commercial or Non-Government Uses.

18. Notices. Any and all notices and communications pursuant to or as required by this Agreement must be in writing and may be sent by (i) messenger for immediate personal delivery; (ii) nationally recognized delivery service guaranteeing overnight delivery (i.e., United Parcel Service, Federal Express, etc.); (iii) registered or certified United States mail, postage prepaid, return receipt requested, to the address of the recipient Party; or (iv) electronic transmission, including email (which shall be followed by a hard copy delivered in accordance with one of the preceding clauses (i) through (iii) or via regular U.S. mail, unless the hard copy is waived by reply email from a named recipient representing the affected Party in response to a notice email). To conserve resources and reduce administrative burden, the Parties intend to deliver notices and communications via email, and to confirm via reply email that the delivery of a hard copy is waived, whenever feasible. Any notice shall be deemed received by the addressee, on the Business Day that the notice is sent by messenger for immediate personal delivery and received at the notice address before 5:30 p.m. Pacific Time, on the Business Day the notice is transmitted electronically and received at the notice address before 5:30 p.m. Pacific Time, one (1) Business Day after delivery to a nationally recognized overnight delivery service, or two (2) Business Days after the notice is placed in the United States mail (regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt). Any attorney representing a Party may give any notice on behalf of such Party and may confirm on behalf of such Party that delivery of a hard copy is waived with respect to any notices or communications delivered via email. The notice addresses for the Parties, as of the Effective Date, are as follows:

If to City:

City of San Diego
Parks and Recreation Department
202 C Street, MS-39
San Diego, CA 92101
Attn: Andrew Field, Director
Email: afield@sandiego.gov

and also a copy to:

City of San Diego
1200 Third Avenue, Suite 1700a
San Diego, CA 92101
Attn: Cybele Thompson, Director, Real Estate Assets Dept.
email: thompsonc@sandiego.gov

City of San Diego
9192 Topaz Way, MS 901
San Diego, CA 92123
Attn: Shauna Lorange, Director, Public Utilities Department
email: SLorange@sandiego.gov

If to CSU:

The California State University
401 Golden Shore, 5th Floor
Long Beach, CA 90802-4210
Attn: Steve Relyea, Executive Vice Chancellor and Chief Financial Officer
Email: srelyea@calstate.edu

with a copy to:

Office of the President
San Diego State University
5500 Campanile Drive
San Diego, CA 92182-8000
Attn: Adela de la Torre, President
Email: presoffi@sdsu.edu

and a copy to:

G. Andrew Jones, Executive Vice Chancellor and General Counsel
The California State University
Office of General Counsel

401 Golden Shore
Long Beach, CA 90802-4210
Email: gajones@calstate.edu

and also a copy to:

Sheppard Mullin Richter & Hampton LLP
12275 El Camino Real, Suite 200
San Diego, CA 92130
Attn: Domenic C. Drago, Esq.
Email: ddrago@sheppardmullin.com

19. Survival. Each Party's obligations under this Agreement with respect to defense and indemnification of the Indemnified Parties shall survive termination of the Recreation Easement and/or of this Agreement.

20. Effective Date. This Agreement shall become effective on the date on which it is recorded in the Official Records of the San Diego County Recorder's Office ("**Effective Date**").

21. Counterpart Originals; Integration. This Agreement may be signed in multiple counterpart originals, each of which is deemed to be an original, but all of which taken together shall constitute one and the same instrument. This Agreement, the exhibits attached to this Agreement, and the documents referenced in this Agreement represent the entire understanding of the Parties and supersede all previous negotiations, letters of intent, memoranda of understanding, or agreements between the Parties with respect to all or any part of the subject matter of this Agreement.

22. Severability. If any term or provision of this Agreement or application of any term or provision of this Agreement to any Person or circumstance shall to any extent be invalid or unenforceable, then the remainder of this Agreement or the application of such term or provision to Persons or circumstances other than those as to which the term or provision is invalid or unenforceable, shall not be affected by such invalidity or unenforceability. All remaining terms and provisions of this Agreement shall be valid and shall be enforced to the fullest extent allowed by Law.

23. No Waiver. Failure to insist on any one occasion upon strict compliance with any of the terms, covenants, conditions, restrictions, or agreements contained in this Agreement shall not be deemed a waiver of such term, covenant, condition, restriction, or agreement. Any waiver or relinquishment of any rights or powers under this Agreement at any one time or more times shall not be deemed a waiver or relinquishment of such right or power at any other time or times.

24. No Third Party Beneficiaries. The performance of the Parties' respective obligations under this Agreement are not intended to benefit any Person other than City and CSU. No Person other than a signatory to this Agreement shall have any rights or causes of action against any Party to this Agreement as a result of that Party's performance or non-performance under this Agreement.

25. Third-Party Relationships. Nothing in this Agreement shall create a contractual relationship between the City and any third-party; however, the Parties understand and agree that the City is an intended third-party beneficiary of all CSU's contracts, purchase orders and other contracts entered into on or after the Effective Date of this Agreement between CSU and third-party services for the design, supply, and construction of the River Park.

26. Unavoidable Delay; Extension of Time for Performance. This Section shall not apply to completion of the River Park Improvements, which shall be governed by the River Park and Storm Water BMP Development Agreement. Subject to the foregoing and except as otherwise expressly set forth in this Agreement, performance by either Party under this Agreement shall not be deemed or considered to be in Default or breach, where such Default or breach is due to an Unavoidable Delay. Any Party claiming Unavoidable Delay shall provide written notice to the other Party: (a) within thirty (30) days after such Party knows of such Unavoidable Delay; and (b) within thirty (30) days after such Unavoidable Delay ceases to exist. To be effective, any written notice of an Unavoidable Delay must describe the Unavoidable Delay in reasonable detail. The extension of time for an Unavoidable Delay shall commence on the date of occurrence of the Unavoidable Delay and shall continue until the end of the condition causing the Unavoidable Delay. The Party seeking to be excused from performance shall exercise reasonable, diligent efforts to cure the condition causing the Unavoidable Delay, within a reasonable time.

27. Certain Defined Terms. In addition to any terms defined elsewhere in this Agreement, the following terms shall be defined as set forth below:

27.1 **"Business Day"** means a day other than Saturday, Sunday, or any day on which (i) federally-insured banks are closed, (ii) the County Recorder is closed or (iii) the administrative offices of either City or CSU are closed.

27.2 **"Claim"** means any claim, loss, cost, damage, expense, liability, lien, legal proceeding, enforcement action, administrative action or proceeding, cause of action (whether in tort, contract, under statute, at law, in equity or otherwise), charge, award, assessment, notice of violation, fine, or penalty of any kind (including reasonable expert fees and expenses and, if the Party is in Default regarding its obligations to provide indemnification by improperly failing to provide a defense for any indemnified Person after expiration of the notice and cure periods described in this Agreement, then Legal Costs of each such indemnified Person), and all financial or performance obligations arising from any judgment, decree, order, or other written decision issued by any Government representative or entity.

27.3 **"Declaration of Property Development Restrictions and Permitting"** means a certain Declaration of Covenants, Conditions, and Restrictions Regarding Development and Permitting of SDSU Mission Valley Property entered into by the Parties with respect to the CSU Property in connection with the Purchase Agreement and recorded concurrently with this Agreement.

27.4 **"Environmental Claim"** means any Claim relating to or arising from any actual or alleged violation of any Environmental Law or any Hazardous Substance Discharge, as well as all

damages or costs of any kind or of any nature whatsoever to the extent relating directly or indirectly to such a Claim.

27.5 **“Environmental Law”** means every applicable law, statute, code, ordinance, requirement, order, proclamation, directive, rule, or regulation of any local, state, or federal governmental agency in effect on or enacted after the Effective Date of this Agreement, regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use or pertaining to occupational health or industrial hygiene or occupational or environmental conditions on, under, or about the CSU Property or the River Park Property or relating to the River Park, as now or may at any later time be in effect, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”) [42 U.S.C. section 9601 *et seq.*]; the Resource Conservation and Recovery Act of 1976 (“RCRA”) [42 U.S.C. section 6901 *et seq.*]; the Clean Water Act, also known as the Federal Water Pollution Control Act (“FWPCA”) [33 U.S.C. section 1251 *et seq.*]; the Toxic Substances Control Act (“TSCA”) [15 U.S.C. section 2601 *et seq.*]; the Hazardous Materials Transportation Act (“HMTA”) [49 U.S.C. section 1801 *et seq.*]; the Insecticide, Fungicide, Rodenticide Act [7 U.S.C. section 6901 *et seq.*]; the Clean Air Act [42 U.S.C. section 7401 *et seq.*]; the Safe Drinking Water Act [42 U.S.C. section 300f *et seq.*]; the Solid Waste Disposal Act [42 U.S.C. section 6901 *et seq.*]; the Surface Mining Control and Reclamation Act [30 U.S.C. section 101 *et seq.*]; the Emergency Planning and Community Right to Know Act [42 U.S.C. section 11001 *et seq.*]; the Occupational Safety and Health Act [29 U.S.C. sections 655 and 657]; the California Underground Storage of Hazardous Substances Act [California Health & Safety Code section 25288 *et seq.*]; the California Hazardous Substances Account Act [California Health & Safety Code section 25300 *et seq.*]; the California Safe Drinking Water and Toxic Enforcement Act [California Health & Safety Code section 24249.5 *et seq.*]; or the Porter-Cologne Water Quality Act [California Water Code section 13000 *et seq.*]; together with any regulations promulgated under the above-referenced statutes and laws.

27.6 **“Government”** means any and all courts, boards, agencies, commissions, offices, or authorities of any nature whatsoever of any governmental unit (Federal, State, County, district, municipal, City, or otherwise), whether now or later in existence.

27.7 **“Hazardous Substance”** means any flammable substance, explosive, radioactive material, asbestos, asbestos-containing material, polychlorinated biphenyl, chemical known to cause cancer or reproductive toxicity, pollutant, contaminant, hazardous waste, medical waste, toxic substance or related material, petroleum, petroleum product, or any material, substance, or waste, including any solid, liquid, gas, odor, or any form of energy from whatever source, that: (i) is or becomes regulated, defined, or classified as “hazardous,” “toxic,” “harmful,” or by similar terms under any Environmental Law; (ii) is subject to any applicable Law regulating, relating to, or imposing obligations, liability, or standards of conduct concerning protection of human health and safety, plant life, animal life, natural resources, property, or the enjoyment of life or property free from its presence in the environment; or (iii) is or becomes subject to any applicable Law requiring special handling in its use, transportation, generation, collection, storage, treatment, or disposal.

27.8 **"Hazardous Substance Discharge"** means any deposit, discharge, generation, release, or spill of a Hazardous Substance occurring at, on, under, into, or from the River Park Property or during transportation of any Hazardous Substance to or from the River Park Property, or that arises at any time from any construction, installation, use, operation, or other activities conducted at, on, under, or from the River Park Property, whether or not caused by a Party.

27.9 **"Law"** means every law, statute, code, ordinance, requirement, order, proclamation, directive, rule, or regulation of any local, state, or federal governmental agency applicable in any way to the Parties, the CSU Property, the River Park Property, or the River Park, including relating to any development, construction, use, maintenance, taxation, operation, occupancy, or environmental conditions affecting the CSU Property, the River Park Property, or the River Park, or otherwise relating to this Agreement or either Party's rights, obligations or remedies under this Agreement, or constituting any Environmental Law, whether in force on the Effective Date of this Agreement or passed, enacted, modified, amended, or imposed at some later time, subject in all cases, however, to any applicable waiver, variance, or exemption.

27.10 **"Legal Costs"** means, in reference to any Person, all reasonable costs and expenses such Person incurs in any legal proceeding or other matter for which such Person is entitled to reimbursement, including reasonable attorneys' fees, and court costs.

27.11 **"Murphy Canyon Creek"** means the creek that flows generally in a north-to-south alignment through the Murphy Canyon Creek Parcel, onto the River Park Property and toward the San Diego River.

27.12 **"Murphy Canyon Creek Parcel"** means the real property generally located at the eastern boundary of the CSU Property and consisting of approximately 2.50 acres, as described more completely in the Declaration of Property Development Restrictions and Permitting.

27.13 **"New Stadium"** means the new stadium that CSU will construct on the CSU Property, as further defined in the Declaration of Property Development Restrictions and Permitting.

27.14 **"Non-Government Use"** has the meaning given in the Declaration of Property Development Restrictions and Permitting.

27.15 **"Offsite Portions of Murphy Canyon Creek"** means the portions of Murphy Canyon Creek that are not located within the Murphy Canyon Creek Parcel or the Southern Murphy Canyon Creek.

27.16 **"Onsite Portions of Murphy Canyon Creek"** means the portions of Murphy Canyon Creek located within the Murphy Canyon Creek Parcel, as well as Southern Murphy Canyon Creek.

27.17 **"Parcel Map"** means a proposed parcel map with respect to the CSU Property, the River Property and other property owned by the City, as described more completely in the Purchase Agreement.

27.18 **"Person"** means any association, corporation, Government, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization, or other entity of any kind.

27.19 **"River Park Agreements"** means collectively, this Agreement, the River Park and Storm Water BMP Development Agreement and the River Park and Storm Water BMP Maintenance Agreement.

27.20 **"River Park and Storm Water BMP Development Agreement"** means that certain Agreement Regarding Development of River Park Improvements and Storm Water Best Management Practice Structures entered into by the Parties with respect to development of the River Park and Storm Water BMPs in connection with the Purchase Agreement and recorded concurrently with this Agreement.

27.21 **"River Park Improvements"** means the active and passive park uses, including 8- to 10- foot wide linear walking and biking trails, children's play areas, interpretive signage, a river buffer of native vegetation, and measures to mitigate drainage impacts and ensure compliance with water quality standards.

27.22 **"Unavoidable Delay"** means a delay in either Party performing any material obligation under this Agreement arising from or on account of any cause beyond the Party's reasonable control, including acts of God, fire, earthquake, flood, casualty, war, acts of terrorism, riots, regional natural disasters, pandemic, current or future COVID-19 orders and/or mandates from federal, state or local governments, inability to obtain required materials or supplies, a labor dispute which results in a strike, work stoppage or other inability to obtain labor, environmental contamination, governmental delays (excluding delays directly caused by the Party asserting an Unavoidable Delay); provided Unavoidable Delay shall not, under any circumstances, include delay caused by or relating to the financial condition, insolvency, or inability to obtain financing on the part of the Party asserting that Unavoidable Delay exists.

27.23 **"Wetland Mitigation Projects"** means the wetland mitigation project, commonly known as the Stadium Wetland Mitigation Project, that has been created by City, and is now and will continue to be monitored and maintained by City (including regular activities such as perimeter control, ranger patrols, trash removal, transient management, and invasive plant removal), in compliance with the Wetland Mitigation Project Agreements on the Wetland Mitigation Project Site.

27.24 **"Wetland Mitigation Project Agreements"** means the regulatory agreements and permits governing the Wetland Mitigation Project, together with any and all amendments, modifications, supplements, and/or extensions thereof, including: (i) the Section 404 Permit dated December 21, 2015, File No. SPL-2014-00416-DB, issued by the U.S. Army Corps of Engineers to City pursuant to Section 404 of the Clean Water Act; (ii) the Streambed Alteration Agreement, Notification No. 1600-2014-0192-R5, signed by City's Public Utilities Department on August 5, 2015, and by the California Department of Fish and Wildlife on September 2, 2015; (iii) the Section 401 Water Quality Certification dated November 14, 2014, Certification No. R9-2013-0124, issued by the California Regional Water Quality Control Board, San Diego Region, to City

pursuant to Section 401 of the Clean Water Act; (iv) any site development permits or other permits issued or to be issued by City relating to the use of wetland mitigation credits from the Wetland Mitigation Project Site; and (v) the Stadium Wetland Mitigation Project (San Diego River) Mitigation Plan Final dated March 13, 2015 and prepared for the City of San Diego, Public Utilities Department.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, a duly authorized representative of each Party has signed this Agreement, to be effective as of the Effective Date.

CITY:

City of San Diego,
a California municipal corporation

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

MARA W. ELLIOTT, City Attorney

By: _____
Kevin Reisch
Senior Chief Deputy City Attorney

CSU:

The Board of Trustees of the California State University,
the State of California acting in its higher education
capacity, on behalf of San Diego State University

By _____
Name: _____
Title: _____

APPROVED AS TO FORM:

SHEPPARD MULLIN RICHTER &
HAMPTON, LLP

By: _____
Domenic C. Drago, Counsel for The
Board of Trustees of the California
State University, which is the State
of California acting in its higher
education capacity on behalf of
San Diego State University

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ (date), before me, _____

 (name and title of notary public), personally appeared _____

 (name of signer), who proved to me on the basis of satisfactory evidence to be the person whose
 name is subscribed to the within instrument and acknowledged to me that he/she executed the same
 in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the
 entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

Legal Description of CSU Property

[to be attached]

EXHIBIT B

Depiction of City's Fee Property

[to be attached]

EXHIBIT C-1

Legal Description of River Park Property

[attached; see next page]

EXHIBIT C-2

Depiction of River Park Property

[attached; see next page]

EXHIBIT D-1

Legal Description

Water Easement 1 – 16” Water Transmission Easement

[attached; see next page]

EXHIBIT 'A'
LEGAL DESCRIPTION
16" WATER EASEMENT

THOSE PORTIONS OF LOTS 35, 42 AND 43 OF RANCHO MISSION SAN DIEGO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA ACCORDING TO PARTITION MAP THEREOF ON FILE IN CASE NO. 348 OF SUPERIOR COURT IN SAN DIEGO COUNTY ENTITLED JUAN M. LUCO, ET AL. VS. THE COMMERCIAL BANK OF SAN DIEGO, ET AL., FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY, DESCRIBED AS FOLLOWS:

PARCEL "B":

A STRIP OF LAND 30.00 FEET IN WIDTH LYING 15.00 FEET, MEASURED AT RIGHT ANGLES, ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT POINT "X" DESCRIBED ABOVE; THENCE ALONG THE SOUTHERLY LINE OF FRIARS ROAD NORTH 87°00'16" EAST, A DISTANCE OF 172.70 FEET; THENCE SOUTH 89°59'34" EAST, A DISTANCE OF 550.57 FEET; THENCE SOUTH 16°26'15" EAST, A DISTANCE OF 194.27 FEET; THENCE SOUTH 89°59'38" EAST, A DISTANCE OF 110.00 FEET; THENCE NORTH 0°00'22" EAST, A DISTANCE OF 120.00 FEET; THENCE NORTH 53°59'11" EAST, A DISTANCE OF 395.86 FEET TO THE BEGINNING OF A TANGENT 460.00 FOOT RADIUS, CURVE CONCAVE SOUTHERLY; THENCE CONTINUING EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 422.11 FEET THROUGH A CENTRAL ANGLE OF 52°34'36"; THENCE SOUTH 73°26'13" EAST, A DISTANCE OF 345.09 FEET; THENCE SOUTH 67°09'34" EAST, A DISTANCE OF 335.57 FEET TO **THE TRUE POINT OF BEGINNING**; THENCE LEAVING SAID SOUTHERLY LINE SOUTH 1°31'58" WEST, A DISTANCE OF 382.90 FEET; THENCE SOUTH 6°22'49" WEST, A DISTANCE OF 99.64 FEET; THENCE SOUTH 11°13'39" WEST, A DISTANCE OF 66.91 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT 'Y'; THENCE CONTINUING SOUTH 11°13'39" WEST, A DISTANCE OF 1046.52 FEET; THENCE SOUTH 10°50'59" WEST, A DISTANCE OF 73.58 FEET; THENCE SOUTH 8°00'22" WEST, A DISTANCE OF 61.99 FEET; THENCE SOUTH 1°30'43" EAST, A DISTANCE OF 254.64 FEET TO THE NORTHERLY LINE OF LOT 46 OF SAID RANCHO MISSION SAN DIEGO AND THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID 30.00 FOOT WIDE STRIP OF LAND SHALL BE PROLONGED OR SHORTENED TO TERMINATE NORTHERLY AT SAID SOUTHERLY RIGHT OF WAY LINE OF SAN DIEGO MISSION ROAD (FORMERLY KNOWN AS TWAIN AVENUE PER DEED RECORD IN BOOK 1729, PAGE 228 OF DEEDS) AND SOUTHERLY AT THE NORTHERLY LINE OF LOT 46 OF SAID RANCHO MISSION SAN DIEGO.

EASEMENT CONTAINS 59,585.37 SF, MORE OR LESS

EXHIBIT D-2

**Depiction
Water Easement 1 – 16" Water Transmission Easement**

[attached; see next page]

EXHIBIT E-1

Legal Description

Sewer Easement 1 – 8” and 18” Gravity Sewer Easement

[attached; see next page]

EXHIBIT "A"
LEGAL DESCRIPTION
8" - 18" GRAVITY SEWER

THOSE PORTIONS OF LOTS 35, AND 36 OF RANCHO MISSION SAN DIEGO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA ACCORDING TO PARTITION MAP THEREOF ON FILE IN CASE NO. 348 OF SUPERIOR COURT IN SAN DIEGO COUNTY ENTITLED JUAN M. LUCO, ET AL. VS. THE COMMERCIAL BANK OF SAN DIEGO, ET AL., FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

A STRIP OF LAND 45.00 FEET IN WIDTH LYING 22.50 FEET, MEASURED AT RIGHT ANGLES, ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF PARCEL 2 AS DESCRIBED IN DEED RECORDED FEBRUARY 25, 1998 AS DOC. NO. 1998-0098902, SAID POINT BEING ON THE SOUTHERLY LINE OF FRIARS ROAD AS DEDICATED TO THE CITY OF SAN DIEGO PER DOCUMENTS NO 210194, BOOK 1698 O.R. AND DOCUMENT 95407, BOOK 2957, PAGE 62; SAID POINT HEREINAFTER REFERRED TO AS POINT 'A'; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE OF FRIARS ROAD NORTH 62°13'09" EAST 193.23 FEET TO THE BEGINNING OF A TANGENT 1000.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 432.61 FEET THROUGH A CENTRAL ANGLE OF 24°47'13"; THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF FRIARS ROAD NORTH 87°00'16" EAST, A DISTANCE OF 347.99 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "X" AND THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 69°16'17" EAST, A DISTANCE OF 55.04 FEET; THENCE SOUTH 78°39'02 EAST, A DISTANCE OF 581.29 FEET; THENCE SOUTH 00°16'49 EAST, A DISTANCE OF 260.29 FEET; THENCE SOUTH 63°21'07 WEST, A DISTANCE OF 255.97 FEET; THENCE SOUTH 67°55'00" WEST, A DISTANCE OF 351.58; THENCE SOUTH 20°50'10" WEST, A DISTANCE OF 501.13 FEET; TO A POINT HEREINAFTER REFERENCED TO AS POINT "Y" AND THE POINT OF TERMINUS.

EASEMENT CONTAINS 51,222.37 SF, MORE OR LESS.

PARCEL B:

ALSO AS A STRIP OF LAND 30 FEET IN WIDTH LYING 15 FEET, MEASURED AT RIGHT ANGLES, ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT POINT "Y" DESCRIBED ABOVE; THENCE SOUTH 19°27'05" WEST, A DISTANCE OF 350.08 FEET; THENCE SOUTH 00°00'03" WEST, A DISTANCE OF 698.80 FEET; THENCE SOUTH 08°43'51" WEST, A DISTANCE OF 351.63 FEET TO THE CENTERLINE OF AN EXISTING 84 INCH - 96 INCH SEWER LINE (NORTH MISSION VALLEY INTERCEPTOR), AND THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID 45.00 FOOT WIDE STRIP OF LAND SHALL BE PROLONGED OR SHORTENED TO TERMINATE NORTHWESTERLY AT SAID SOUTHERLY RIGHT OF WAY LINE OF FRIARS ROAD OF PARCEL 2 AS DESCRIBED IN DEED RECORDED FEBRUARY 25, 1998 AS DOC. NO. 1996-0098902 AND THE SIDELINES OF THE 30.00 FOOT WIDE STRIP OF LAND SHALL BE PROLONGED OR SHORTENED TO TERMINATE SOUTHERLY AT THE NORTHERLY LINE OF THE 65.00 FOOT WIDE EASEMENT FOR THE 84"-96" NORTH MISSION VALLEY INTERCEPTOR DESCRIBED BELOW.

EASEMENT CONTAINS 47,441.87 SF, MORE OR LESS.

EXHIBIT E-2

**Depiction
Sewer Easement 1 – 8” and 18” Gravity Sewer Easement**

[attached; see next page]

EXHIBIT E-3

**Legal Description
North Mission Valley Sewer Interceptor Easement**

[attached; see next page]

EXHIBIT "A"
LEGAL DESCRIPTION
84"-96" NORTH MISSION VALLEY INTERCEPTOR

THOSE PORTIONS OF LOTS 31, 35, 43, AND 46 OF RANCHO MISSION SAN DIEGO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA ACCORDING TO PARTITION MAP THEREOF ON FILE IN CASE NO. 348 OF SUPERIOR COURT IN SAN DIEGO COUNTY ENTITLED JUAN M. LUCO, ET AL. VS. THE COMMERCIAL BANK OF SAN DIEGO, ET AL., FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY, DESCRIBED AS FOLLOWS:

PARCEL D:

A STRIP OF LAND 65.00 FEET IN WIDTH LYING 45.00 FEET NORTHERLY AND 20.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES FROM THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF PARCEL 2 AS DESCRIBED IN DEED RECORDED FEBRUARY 25, 1998 AS DOC. NO. 1998-0098902, SAID POINT BEING ON THE SOUTHERLY LINE OF FRIARS ROAD SAID POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE SOUTH 5°14'49" EAST, A DISTANCE OF 1670.01 FEET ALONG THE WESTERLY LINE OF SAID PARCEL 2 TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF PARCEL MAP NO. 18354, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OCTOBER 8, 1999, SOUTH 40°11'25" WEST, A DISTANCE OF 883.98 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID SOUTHEASTERLY LINE, NORTH 68°20'05" EAST, A DISTANCE OF 511.29 TO THE BEGINNING OF A TANGENT 250.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 276.81 FEET THROUGH A CENTRAL ANGLE OF 63°26'22" TO THE BEGINNING OF A REVERSE 452.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 506.10 FEET THROUGH A CENTRAL ANGLE OF 64°09'11"; THENCE NORTH 67°37'16" EAST, A DISTANCE OF 945.64 FEET; THENCE NORTH 69°50'23" EAST, A DISTANCE OF 133.37 FEET; THENCE NORTH 74°12'00" EAST, A DISTANCE OF 540.20 FEET; THENCE NORTH 76°06'58" EAST, A DISTANCE OF 283.63 FEET; THENCE NORTH 79°24'25" EAST, A DISTANCE OF 297.36 FEET; THENCE NORTH 37°41'18" EAST, A DISTANCE OF 101.69 FEET; THENCE NORTH 81°05'35" EAST, A DISTANCE OF 80.99 FEET; THENCE NORTH 86°58'20" EAST, A DISTANCE OF 358.97 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 15 AND THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID 65.00 FOOT WIDE STRIP OF LAND SHALL BE PROLONGED OR SHORTENED TO TERMINATE NORTHWESTERLY AT THE SOUTHEASTERLY BOUNDARY OF SAID PARCEL MAP NO. 18354, AT THE NORTHERLY AND SOUTHERLY RIGHT-OF-WAY OF SAID PARCEL "A" OF DOC. NO. 1999-0457574 AND EASTERLY AT THE INTERSTATE 15 RIGHT-OF-WAY.

EASEMENT CONTAINS 261,079.85 SF, MORE OR LESS.

ATTACHED HERETO IS A DRAWING NO. - -B LABELED EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

PTS NO: 653449

ANDREW G. KARYDES, P.L.S.

DATE

EXHIBIT E-4

Depiction

North Mission Valley Sewer Interceptor Easement

[attached; see next page]

EXHIBIT E-5

Legal Description

Sewer Easement 2 – 36" Murphy Canyon Trunk Sewer

[attached; see next page]

EXHIBIT "A"
LEGAL DESCRIPTION
36" MURPHY CANYON TRUNK SEWER EASEMENT

THOSE PORTIONS OF LOTS 35, 42 AND 43 OF RANCHO MISSION SAN DIEGO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA ACCORDING TO PARTITION MAP THEREOF ON FILE IN CASE NO. 348 OF SUPERIOR COURT IN SAN DIEGO COUNTY ENTITLED JUAN M. LUCO, ET AL. VS. THE COMMERCIAL BANK OF SAN DIEGO, ET AL., FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY, DESCRIBED AS FOLLOWS:

PARCEL C:

A STRIP OF LAND 50.00 FEET IN WIDTH LYING 40.00 FEET WESTERLY AND 10.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT POINT "X" DESCRIBED ABOVE; THENCE ALONG THE SOUTHERLY LINE OF FRIARS ROAD SOUTH 89°59'32" EAST, A DISTANCE OF 550.56 FEET; THENCE SOUTH 16°26'15" EAST, A DISTANCE OF 194.27 FEET; THENCE SOUTH 89°59'38" EAST, A DISTANCE OF 110.00 FEET; THENCE NORTH 0°00'22" EAST, A DISTANCE OF 120.00 FEET; THENCE NORTH 53°59'11" EAST, A DISTANCE OF 395.86 FEET TO THE BEGINNING OF A TANGENT 460.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, A RADIAL BEARING THROUGH SAID POINT BEARS NORTH 36°00'49" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 422.11 FEET THROUGH A CENTRAL ANGLE OF 52°34'36"; THENCE SOUTH 73°26'13" EAST, A DISTANCE OF 345.09 FEET; THENCE SOUTH 67°09'34" EAST, A DISTANCE OF 457.03 FEET TO **THE TRUE POINT OF BEGINNING**; THENCE SOUTH 8°39'50" WEST, A DISTANCE OF 10.55 FEET; THENCE SOUTH 17°33'47" WEST, A DISTANCE OF 251.22 FEET TO THE BEGINNING OF A NON TANGENT 2580.00 FOOT RADIUS CURVE, CONCAVE EASTERLY, A RADIAL BEARING THROUGH SAID POINT BEARS NORTH 89°14'49" EAST; THENCE CONTINUING SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 697.90 FEET THROUGH A CENTRAL ANGLE OF 15°29'55"; THENCE THE BEGINNING OF A REVERSE 5191.00 FOOT RADIUS CURVE CONCAVE WESTERLY, A RADIAL BEARING THROUGH SAID POINT BEARS SOUTH 74°12'31" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 598.77 FEET THROUGH A CENTRAL ANGLE OF 6°36'32"; THENCE SOUTH 66°07'47" WEST, A DISTANCE OF 78.75 FEET; THENCE SOUTH 38°52'17" WEST, A DISTANCE OF 107.18 FEET TO THE CENTERLINE OF AN EXISTING 84 INCH - 96 INCH SEWER LINE (NORTH MISSION VALLEY INTERCEPTOR), AND THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID 50.00 FOOT WIDE STRIP OF LAND SHALL BE PROLONGED OR SHORTENED TO TERMINATE NORTHWESTERLY AT THE SOUTHERLY LINE OF SAN DIEGO MISSION ROAD AND OF PARCEL 2 AS DESCRIBED IN DEED RECORDED FEBRUARY 25, 1998 AS DOC. NO. 1996-0098902 AND SOUTHERLY AT THE NORTHERLY LINE OF THE 65.00 FOOT WIDE EASEMENT FOR THE 84"-96" NORTH MISSION VALLEY INTERCEPTOR AS DESCRIBED BELOW.

EASEMENT CONTAINS 87,331.88 SF, MORE OR LESS.

EXHIBIT E-6

Depiction

Sewer Easement 2 – 36" Murphy Canyon Trunk Sewer

[attached; see next page]

EXHIBIT F-1

**Legal Description
City's Future Infrastructure Area**

[attached; see next page]

EXHIBIT 'A'

SUPPORT INFRASTRUCTURE LEGAL DESCRIPTION

THOSE PORTIONS OF LOT 35 OF RANCHO MISSION SAN DIEGO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA ACCORDING TO PARTITION MAP THEREOF ON FILE IN CASE NO. 348 OF SUPERIOR COURT IN SAN DIEGO COUNTY ENTITLED JUAN M. LUCO, ET AL. VS. THE COMMERCIAL BANK OF SAN DIEGO, ET AL., FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF PARCEL 2 AS DESCRIBED IN DEED RECORDED FEBRUARY 25, 1998 AS DOC. NO. 1998-0098902, SAID POINT BEING ON THE SOUTHERLY LINE OF FRIARS ROAD, HEREINAFTER REFERED TO AS POINT "A"; THENCE SOUTH 5°14'25" EAST A DISTANCE OF 1681.79 FEET TO A POINT HEREINAFTER REFERED TO AS POINT "B"; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 2 SOUTH 40°11'51" WEST, A DISTANCE OF 1040.01 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL 2 OF MAP NO. 18354 FILED IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, RECORDED OCTOBER 8, 1999; THENCE LEAVING SAID SOUTHERLY LINE OF PARCEL MAP NO. 18354 SOUTH 21°31'06" EAST A DISTANCE OF 46.37 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 43°14'38" EAST, A DISTANCE OF 23.43 FEET; THENCE NORTH 43°36'23" EAST, A DISTANCE OF 93.18 FEET TO THE BEGINNING OF A TANGENT 1489.50 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, A RADIAL LINE THROUGH SAID CURVE BEARS SOUTH 45°28'47" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 93.29 FEET THROUGH A CENTRAL ANGLE OF 3°35'19"; THENCE NORTH 68°20'05" WEST, A DISTANCE OF 420.21 FEET TO THE BEGINNING OF A TANGENT 230.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, A RADIAL LINE THROUGH SAID CURVE BEARS SOUTH 21°39'55" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 234.35 FEET THROUGH A CENTRAL ANGLE OF 58°22'46"; THENCE NORTH 21°31'06" EAST, A DISTANCE OF 761.54; THENCE SOUTH 68°28'54" WEST, A DISTANCE OF 541.52 FEET TO THE BEGINNING OF A NON TANGENT 230.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, A RADIAL LINE THROUGH SAID CURVE BEARS SOUTH 30°11'46" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 296.28 FEET THROUGH A CENTRAL ANGLE OF 73°48'24"; THENCE SOUTH 46°23'22" WEST, A DISTANCE OF 39.33 FEET; THENCE NORTH 21°23'22" WEST, A DISTANCE OF 712.93 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION OF DESCRIBED EASEMENT LYING NORTH OF SAID SOUTHERLY LINE OF PARCEL MAP NO. 18354.

AND, EXCEPTING THEREFROM PARCEL "A" AS DESCRIBED IN GRANT OF RIGHT-OF-WAY TO METROPOLITAN TRANSIT DEVELOPMENT BOARD, RECORDED JUNE 30, 1999 AS DOC. NO. 1999-0457574 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ANY PORTION OF DESCRIBED EASEMENT SOUTHERLY OF THE
NORTHERLY LINE OF CAMINO DEL RIO NORTH (PUBLIC ROAD).

EASEMENT CONTAINS 706,207 SQ. FT. MORE OR LESS.

ATTACHED HERETO IS A DRAWING NO. - -B LABELED EXHIBIT "B" AND BY THIS
REFERENCE MADE A PART HEREOF.

PTS NO. 41965-B

ANDREW G. KARYDES, P.L.S.

DATE

EXHIBIT F-2

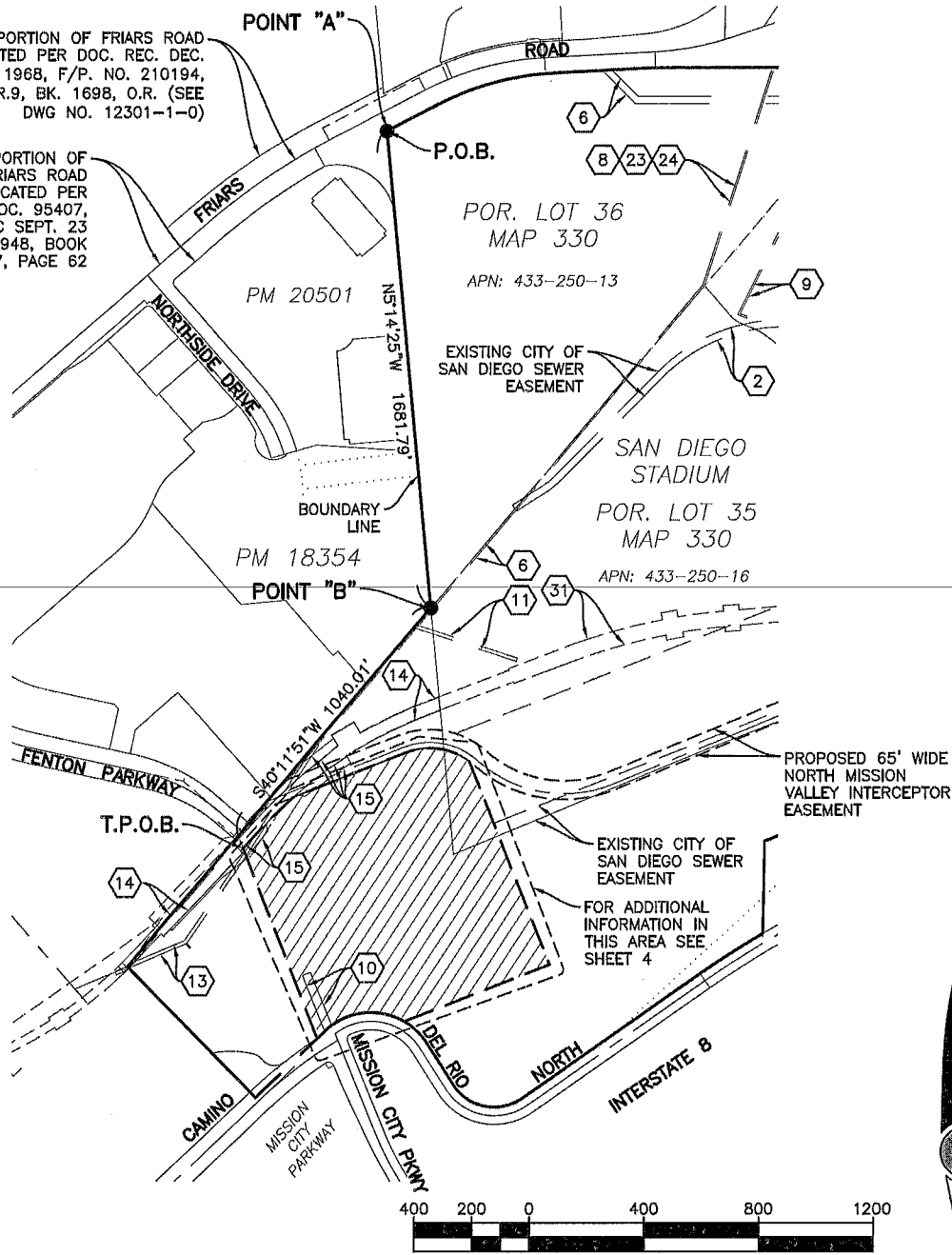
**Depiction
City's Future Infrastructure Area**

[attached; see next page]

EXHIBIT "B"

THIS PORTION OF FRIARS ROAD
DEDICATED PER DOC. REC. DEC.
2, 1968, F/P. NO. 210194,
SER.9, BK. 1698, O.R. (SEE
DWG NO. 12301-1-0)

THIS PORTION OF
FRIARS ROAD
DEDICATED PER
DOC. 95407,
REC SEPT. 23
1948, BOOK
2957, PAGE 62



SAN DIEGUITO ENGINEERING
462 STEVENS AVENUE, SUITE 305
SOLANA BEACH, CA 92075
(858)-345-1149



ANDREW G. KARYDES, P.L.S. 7442

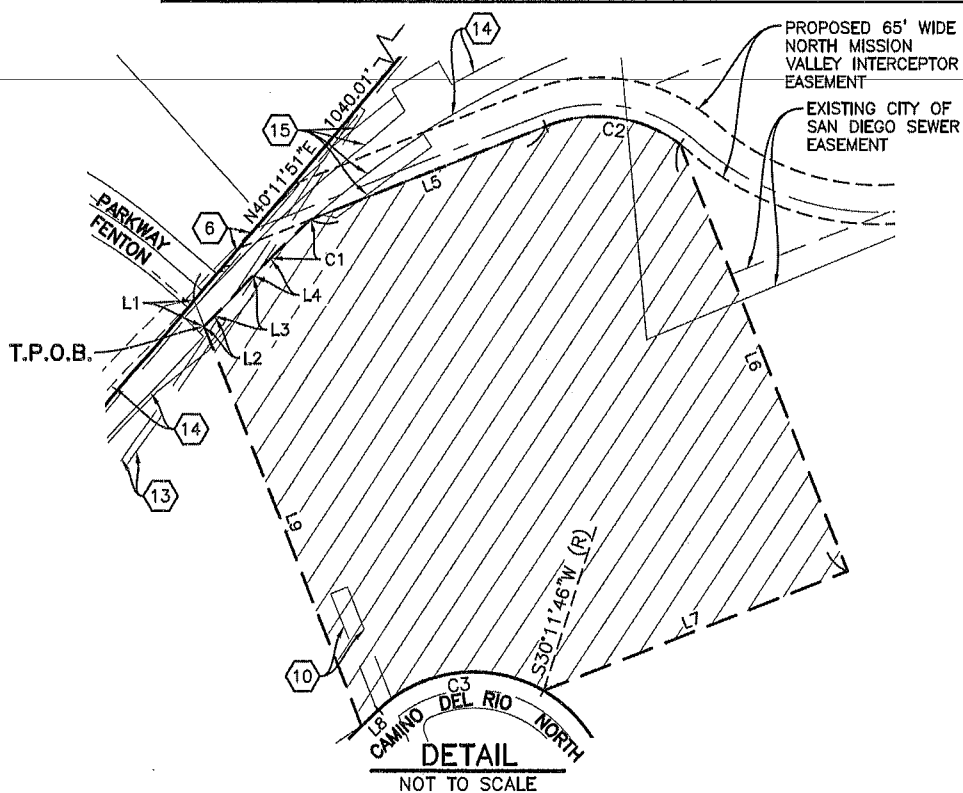
RESOLUTION No. _____
RECORDED _____
DOCUMENT No. _____
RECORDED _____

SUPPORT INFRASTRUCTURE EASEMENT ALL THAT PORTION OF LOTS 35 OF RANCHO MISSION OF SAN DIEGO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA

DESCRIPTION	BY	APPROVED DATE	FILED	CITY OF SAN DIEGO, CALIFORNIA	PTS
ORIGINAL	MEM			SHEET 3 OF 4 SHEET	I.O. _____
				FOR CITY LAND SURVEYOR DATE _____	1862-6291
					CCS 83 COORDINATES
					222-1731
					NAD 27 COORDINATES
					XXXXX-X-B
STATUS					

EXHIBIT "B"

LINE AND CURVE TABLE				
#	BEARING/Delta	LENGTH	RADIUS	RECORD DATA
C1	3°35'19"	93.29	1489.50	
C2	58°22'46"	234.35	230.00	
C3	73°48'24"	296.28	230.00	
L1	S21°31'06"E	46.37		
L2	N43°14'38"E	23.43		
L3	N43°36'23"E	93.18		
L4	N44°31'13"E	40.00		
L5	N68°20'05"E	420.21		
L6	S21°31'06"E	761.54		
L7	S68°28'54"W	541.52		
L8	S46°23'22"W	39.33		
L9	N21°31'06"W	712.93		



SAN DIEGUITO ENGINEERING
462 STEVENS AVENUE, SUITE 305
SOLANA BEACH, CA 92075
(858)-345-1149



ANDREW G. KARYDES, P.L.S. 7442

RESOLUTION No. _____

RECORDED _____

DOCUMENT No. _____

RECORDED _____

SUPPORT INFRASTRUCTURE EASEMENT

ALL THAT PORTION OF LOTS 35 OF RANCHO MISSION OF SAN DIEGO, IN THE COUNTY OF SAN DIEGO,
STATE OF CALIFORNIA

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	PTS
ORIGINAL	MEM				SHEET 4 OF 4 SHEET	653449
						I.O. N/A
						1862-6291
						CCS 83 COORDINATES
						222-1731
						NAD 27 COORDINATES
						XXXXX-X-B
STATUS					FOR CITY LAND SURVEYOR	DATE

ATTACHMENT 29 TO PURCHASE AND SALE AGREEMENT

Measure G

[provided starting on next page]

INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

To the Honorable City Council of the City of San Diego:

We the undersigned registered voters of the City of San Diego, California, by this petition hereby respectfully propose the following legislative act be adopted by the City Council or submitted to the registered voters of the City of San Diego for their adoption or rejection:

The People of the City of San Diego do ordain:

SECTION 1. Title.

This initiative measure (Initiative) shall be known and may be cited as the “SDSU West Campus Research Center, Stadium and River Park Initiative.”

SECTION 2. Purpose, Intent, and Findings.

A. Purpose and Intent. The People of the City of San Diego find and declare that our purpose and intent in enacting the Initiative is to:

1. Adopt a new legislative policy of the City of San Diego (City) authorizing, directing, and providing the means for the sale of the approximately 132 acres of real property situated in the City at 9449 Friars Road, between Interstate 15 (I-15) and Interstate 8 (I-8), as reflected on the site map attached hereto as Section 8, Exhibit “A”) (Existing Stadium Site), to San Diego State University (SDSU) for Bona Fide Public Purposes; provided, however, that:

- (a) Such sale shall be at such price and upon such terms and timing as the City Council shall deem to be fair and equitable and in the public interest, and

- (b) Such sale will create jobs and economic synergies in the City and improve the quality of life for Mission Valley residents through development of the following:

- (i) A Joint Use Stadium for SDSU Division 1 collegiate football and other Potential Sports Partners, including but not limited to professional, premier, or Major League Soccer (MLS) and adaptable for the National Football League (NFL);
 - (ii) River park, walking and biking paths or trails, and associated open space for use by all members of the public;
 - (iii) Passive and active recreation space, community and neighborhood parks;
 - (iv) Practice, intramural, intermural, and recreation fields;
 - (v) Facilities for educational, research, entrepreneurial, and technology programs within a vibrant mixed-used campus village and research park that is constructed in phases and comprised of:
 - a) Academic and administrative buildings and classrooms;
 - b) Commercial, technology, and office space, compatible and synergistic with SDSU’s needs, to be developed through SDSU-private partnerships, and with such uses contributing to sales tax

and possessory interest tax, as applicable, to the City;

- c) Complementary retail uses to serve neighborhood residents and businesses and create an exciting game-day experience for SDSU football fans and other Potential Sports Partners, and with such retail uses contributing to sales tax and possessory interest tax, as applicable, to the City;
- d) Hotel(s) to support visitors to campus and stadium-related events, provide additional meeting and conference facilities, and serve as an incubator for graduate and undergraduate students in SDSU's L. Robert Payne School of Hospitality and Tourism Management; and with such uses contributing to sales taxes, possessory interest taxes, and transient occupancy taxes, as applicable, to the City;
- e) Faculty and staff housing to assist in the recruitment of nationally recognized talent; and with such uses contributing to possessory interest taxes, as applicable, to the City;
- f) Graduate and undergraduate student housing to assist athlete and student recruitment; and with such uses contributing to possessory interest taxes, as applicable, to the City;
- g) Apartment-style homes for the local community interested in residing in proximity to a vibrant university village atmosphere; and with such uses contributing to possessory interest taxes, as applicable, to the City;
- h) Other market-rate, workforce and affordable homes in proximity to a vibrant university village atmosphere; and with such uses contributing to possessory interest taxes, as applicable, to the City; and
- i) Trolley and other public transportation uses and improvements to minimize vehicular traffic impacts in the vicinity.

2. Implement this legislative policy by amending the San Diego Municipal Code to add Section 22.0908 to Chap. 2, Art. 2, Div. 9.

B. Findings. The People find, declare, and reason as follows:

1. The People of the City of San Diego desire to authorize and direct the sale of the Existing Stadium Site to SDSU, but only if such sale is at such price and upon such terms as the City Council shall deem to be fair and equitable.
2. In arriving at the Fair Market Value, the City may fairly consider various factors, adjustments, deductions, and equities including, but not limited to: the costs for demolition, dismantling, and removal of the Existing Stadium; the costs associated with addressing current flooding concerns; the costs of existing contamination; the costs for revitalizing and restoring the adjacent River Park and the costs of avoiding, minimizing, and mitigating impacts to biota and riparian habitat.
3. The People of the City of San Diego desire the Existing Stadium Site to be comprehensively planned through an SDSU Campus Master Plan revision process, which

process shall require full compliance with the California Environmental Quality Act (CEQA; Pub. Resources Code, commencing with section 21000), the State CEQA Guidelines (14 Cal. Code Regs., commencing with section 15000), Government Code section 65451, subdivision (a), and Education Code section 67504, subdivisions (c) and (d), along with ample opportunities for public participation, including input from the Mission Valley Planning Group and other key stakeholder groups.

4. The People of the City of San Diego also desire that the above comprehensive SDSU Campus Master Plan comply with the content requirements of a Specific Plan prepared pursuant to California Government Code section 65451, subdivision (a), which provides that "[a] specific plan shall include a text and a diagram or diagrams which specify all of the following in detail: (1) The distribution, location, and extent of the uses of land, including open space, within the area covered by the plan[,] (2) The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the plan and needed to support the land uses described in the plan[,] (3) Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable[,] (4) A program of implementation measures including regulations, programs, public works projects, and financing measures necessary to carry out paragraphs (1), (2), and (3)."
5. The above environmental commitment, required during the SDSU Campus Master Plan revision process, includes the CEQA requirement for SDSU to take steps to reach agreements with the City and other public agencies regarding the payment of fair-share mitigation costs for any identified off-site significant impacts related to campus growth and development associated with the Existing Stadium Site. Pursuant to CEQA, such steps shall include at least two publicly noticed environmental impact report (EIR) scoping meetings; preparation of an EIR with all feasible alternatives and mitigation measures; allowance for a 60-day public comment period on the Draft EIR; preparation of written responses to public comments to be included in the Final EIR; and, a noticed public hearing.
6. The People of the City of San Diego desire to exercise their reserved power of initiative under the California Constitution and the City Charter to sell the Existing Stadium Site to SDSU and amend the San Diego Municipal Code to implement such sale to another public agency for Bona Fide Public Purposes, as set forth in Section 2.A., Purpose and Intent, above. The People find that such purposes also constitute bona fide governmental purposes under City Charter section 221.
7. The People of the City of San Diego desire revitalization and restoration of the San Diego River Park south of the Existing Stadium Site as envisioned by past community planning efforts so as to integrate the Mission Valley's urban setting with the natural environment; and incorporate active and passive park uses, 8- to 10-foot wide linear walking and biking trails; a river buffer of native vegetation and measures to mitigate drainage impacts and ensure compliance with water quality standards; and said River Park improvements be made at no cost to the City General Fund and completed not later than seven years from the date of execution of the sales agreement.
8. The People of the City of San Diego also desire the reservation and improvement of an additional minimum of 22 acres within the Existing Stadium Site as publicly-accessible active recreation space.
9. The People of the City of San Diego desire a Joint Use Stadium, comprised of

approximately 35,000 seats for SDSU football, Potential Sports Partners, and the community's use year-round; and capable of accommodating the growth of the SDSU Division 1 football program, and the inclusion of other Potential Sports Partners, including but not limited to professional, premier, or MLS soccer and adaptable for the NFL. The construction of the Joint Use Stadium shall be completed not later than seven years from the date of execution of the sales agreement. The People of the City of San Diego also desire the new Joint Use Stadium to have adjacent and convenient parking and include all the amenities expected of a sports stadium – proximity to campus and trolley access, an intimate fan-experience design, enhanced game-day experience for fans, premium seating, access to technology, community gathering areas, local foods and beverages, positive impact on athlete and student recruitment, positive economic impact on the San Diego community, and the ability to attract other events due to expanded capacity and functionality.

10. The People of the City of San Diego desire that the City not pay for any stadium rehabilitation costs, stadium demolition or removal costs, stadium cost overruns, Joint Use Stadium operating costs, Joint Use Stadium maintenance, or Joint Use Stadium capital improvement expenses; and that the City be reimbursed for reasonable costs incurred by the City in providing public safety and traffic management-related activities for games or other events at the Existing Stadium Site.
11. The People of the City of San Diego seek to encourage the daily and efficient use of the existing underutilized Metropolitan Transit System's Green Line transit station, accommodate the planned Purple Line transit station, and provide an enhanced pedestrian connection to the existing light rail transit center, all of which are located proximate to the City's regional public transportation network.
12. The People of the City of San Diego desire the reuse of the Existing Stadium Site to comply with the City's development impact fee requirements, its housing impact fees/affordable housing requirements, and its greenhouse gas (GHG) emission reduction goals. Further, the People desire that the Existing Stadium Site focus growth into mixed-use activity areas that are pedestrian-friendly and linked to improved regional transportation systems; draw upon the character and strengths of the City's natural environment, neighborhoods, commercial centers, institutions, and employment centers; and sustain the long-term economic, environmental, and social health of the City and its many communities.
13. Since its founding in 1897, SDSU has grown from a small teacher's college into a national research university of approximately 35,000 students enrolled in bachelor's, master's and doctoral programs, and has engaged the entire San Diego region through SDSU's education, arts, cultural, and athletics events. For the past 120 years, SDSU has become a critical component to the region's higher education system, and has supported the City's growth by offering first class education, training, leadership, and employment to residents of the City and regionally. SDSU contributes an estimated \$2.4 billion annually to the San Diego City economy through approximately 35,000 students, about 9,000 university and auxiliary employees, and nearly 240,000 local alumni. As San Diego continues to progress, the growth of SDSU will assist the region in creating and preparing a qualified and job-ready workforce for the region's industries, providing employment opportunities for a highly trained and educated workforce, and promoting the City as a great place to live and work.
14. The Mission Valley Terminal, a petroleum fuel distribution facility, located north of the Existing Stadium Site, has had historical accidental releases of petroleum from its fuel

supply operations, and those operations have contaminated soil and groundwater on- and off-site. The City has entered into settlement agreements with certain adjacent landowners to address the contamination, and these agreements govern the allocation of costs for mitigation or remediation work on, under, or in the vicinity of the Existing Stadium Site and San Diego River Park. This Initiative will not alter any obligations under existing settlement agreements that pertain to the Existing Stadium Site and the San Diego River Park.

15. All proceeds received by the City from the sale contemplated by this Initiative shall be allocated and deposited as required by law.
16. Nothing in this Initiative is intended to limit the financing mechanisms available to SDSU to acquire the Existing Stadium Site, or to proceed with any component or phase of development if the sale contemplated herein is consummated. SDSU-private partnerships also are contemplated to realize the public purposes and benefits described in this Initiative.
17. This Initiative will not raise or impose any new or additional taxes on City residents. To the contrary, this Initiative adopts an innovative legislative policy authorizing the sale of the Existing Stadium Site to a public agency for Bona Fide Public Purposes, and implements this delegated authorization by amending the San Diego Municipal Code.
18. The provisions and mandates set forth in this Initiative for the sale of the Existing Stadium Site to SDSU, and its other related provisions, are independent of, and shall not be subject to, any previously enacted city ordinance or resolution pertaining to the sale of property owned or controlled by the city, including but not limited to Sections 22.0902 (sales of real property), 22.0903, and 22.0907 (sales of real property to public agencies) of the San Diego Municipal Code.
19. This Initiative does not adopt or amend any zoning ordinance or any other similar document (e.g., a general plan, community plan, specific plan, or development agreement) that would (a) convert any discretionary land use approval to a ministerial approval, (b) change the zoning classification on any parcel or parcels covered by the Initiative to a more intensive classification, or (c) authorize more intensive land uses within an existing zoning district.
20. Accordingly, implementing the Initiative will protect the public health, safety, and welfare, and enhance the quality of life for the People of the City of San Diego.

SECTION 3. Amendment to the San Diego Municipal Code.

A new section is added to Chapter 2 (Government), Article 2, Division 9, of the San Diego Municipal Code as follows (new language to be inserted into the San Diego Municipal Code is shown as underlined text):

§ 22.0908 Sale of Real Property to SDSU

The Existing Stadium Site belonging to the City is needed for Bona Fide Public Purposes by SDSU, a public agency, and for that reason, the City shall sell such property to SDSU in accordance with the City Charter, but only if such sale is in compliance with the conditions herein established.

- (a) Such sale shall be at such price and upon such terms as the Council shall deem to be fair and equitable and in the public interest; and the City may fairly

consider various factors, including but not limited to: adjustments, deductions, and equities in arriving at a Fair Market Value.

(b) Such sale shall proceed without advertising for bids and shall not be subject to any of the provisions of this Code pertaining to the sale of City property, including but not limited to Sections 22.0902, 22.0903, and 22.0907.

(c) Such sale shall provide for the development of:

(1) A new Joint Use Stadium for SDSU Division 1 collegiate football and other Potential Sports Partners including but not limited to professional, premier, or MLS soccer and adaptable for the NFL;

(2) A River Park, public trails, walking and biking paths or trails, and associated open space for use by all members of the public;

(3) Passive and active recreation space, community and neighborhood parks;

(4) Practice, intramural, intermural, and recreation fields;

(5) Facilities for educational, research, entrepreneurial, and technology programs within a vibrant mixed-used campus village and research park that is constructed in phases and comprised of:

(A) Academic and administrative buildings and classrooms;

(B) Commercial, technology, and office space, compatible and synergistic with SDSU's needs, to be developed through SDSU-private partnerships, and with such uses contributing to sales tax and possessory interest tax, as applicable, to the City;

(C) Complementary retail uses serving neighborhood residents and businesses while also creating an exciting college game-day experience for SDSU football fans and other Potential Sports Partners, and with such retail uses contributing to sales tax and possessory interest tax, as applicable, to the City;

(D) Hotel(s) to support visitors to campus and stadium-related events, provide additional meeting and conference facilities, and serve as an incubator for graduate and undergraduate students in SDSU's L. Robert Payne School of Hospitality and Tourism Management; and with such uses contributing to sales taxes, possessory interest taxes, and transient occupancy taxes, as applicable, to the City;

(E) Faculty and staff housing to assist in the recruitment of nationally recognized talent, and with such uses contributing to possessory interest taxes, as applicable, to the City;

(F) Graduate and undergraduate student housing to assist athlete and student recruitment, and with such uses contributing to possessory interest taxes, as applicable, to the City;

- (G) Apartment-style homes for the local community interested in residing in proximity to a vibrant university village atmosphere, and with such uses contributing to possessory interest taxes, as applicable, to the City;
 - (H) Other market-rate, workforce and affordable homes in proximity to a vibrant university village atmosphere, and with such uses contributing to possessory interest taxes, as applicable, to the City; and
 - (I) Trolley and other public transportation uses and improvements to minimize vehicular traffic impacts in the vicinity.
- (d) Such sale shall be based on the Fair Market Value of the Existing Stadium Site, and the City may fairly consider various factors, adjustments, deductions, and equities, including, but not limited to: the costs for demolition, dismantling, and removal of the Existing Stadium; the costs associated with addressing current flooding concerns; the costs of existing contamination; the costs for revitalizing and restoring the adjacent River Park and the costs of avoiding, minimizing, and mitigating impacts to biota and riparian habitat.
 - (e) Such sale shall be at such price and upon such terms as are fair and equitable, including without limitation payment terms, periodic payments, payment installments, and other payment mechanisms.
 - (f) After such sale, the Existing Stadium Site shall be comprehensively planned through an SDSU Campus Master Plan revision process, which process requires full compliance with the California Environmental Quality Act (Pub. Resources Code commencing with section 21000), the State CEQA Guidelines (14 Cal. Code Regs., commencing with section 15000), and Education Code section 67504, subdivisions (c) and (d), along with ample opportunities for public participation, including but not limited to input from the Mission Valley Planning Group.
 - (g) Though not required by the SDSU Campus Master Plan revision process, SDSU shall use the content requirements of a Specific Plan, prepared pursuant to California Government Code section 65451, subdivision (a), in completing the SDSU Campus Master Plan revision contemplated by this section.
 - (h) The environmental commitment set forth in subdivision (f) shall include the requirements arising under CEQA for SDSU to: (i) take steps to reach agreements with the City of San Diego and other public agencies regarding the payment of fair-share mitigation costs for any identified off-site significant impacts related to campus growth and development associated with the Existing Stadium Site; and (ii) include at least two publicly noticed environmental impact report (EIR) scoping meetings, preparation of an EIR with all feasible alternatives and mitigation measures, allowance for a 60-day public comment period on the Draft EIR, preparation of written responses to public comments to be included in the Final EIR, and a noticed public hearing.
 - (i) Such sale shall cause the approximate 34-acre San Diego River Park south of the Existing Stadium Site to be revitalized and restored as envisioned by past community planning efforts so as to integrate the Mission Valley's urban setting with the natural environment; the River Park will incorporate active and passive

park uses, 8- to 10-foot wide linear walking and biking trails; a river buffer of native vegetation, and measures to mitigate drainage impacts and ensure compliance with water quality standards. River Park improvements shall be made at no cost to the City General Fund and completed not later than seven years from the date of execution of the sales agreement. The City shall designate or set aside for park purposes the River Park pursuant to City Charter Section 55. In addition, the Existing Stadium Site shall reserve and improve an additional minimum of 22 acres as publicly-accessible active recreation space.

- (j) Such sale shall result in the demolition, dismantling, and removal of the Existing Stadium and construction of a new Joint Use Stadium. The construction of the Joint Use Stadium shall be completed not later than seven years from the date of execution of the sales agreement.
- (k) Such sale shall facilitate the daily and efficient use of the existing underutilized Metropolitan Transit System's Green Line transit station, accommodate a planned Purple Line transit station, and enhance a pedestrian connection to the existing light rail transit center.
- (l) Such sale and ultimate development shall require development within the Existing Stadium Site to comply with the City's development impact fee requirements, parkland dedication requirements, and housing impact fees/affordable housing requirements.
- (m) Such sale and ultimate development shall require development within the Existing Stadium Site to comply with the City's greenhouse gas (GHG) emission reduction goals.
- (n) Such sale, upon completion, shall ensure that the City does not pay for any stadium rehabilitation costs, stadium demolition or removal costs, stadium cost overruns, Joint Use Stadium operating costs, Joint Use Stadium maintenance, or Joint Use Stadium capital improvement expenses; and that the City be reimbursed for reasonable costs incurred by the City in providing public safety and traffic management-related activities for games or other events at the Existing Stadium Site.
- (o) Such sale and ultimate development shall not impair or preclude SDSU from engaging in SDSU-private partnerships with other entities or affiliates to finance, construct, and operate the resulting buildings and facilities on the Existing Stadium Site for a defined period of time.
- (p) Such sale and ultimate development shall not impair the City's ability to continue its plan of environmental remediation of the Existing Stadium Site and River Park based on its existing agreements with responsible parties.
- (q) Such sale shall not raise or impose any new or additional taxes on City residents.
- (r) Such sale shall not prohibit SDSU from leasing, selling, or exchanging any portion of the Existing Stadium Site to an entity or affiliate as part of a SDSU-private partnership/arrangement, or to an SDSU auxiliary organization.
- (s) Such sale shall require SDSU and the City to negotiate fair-share contributions for feasible mitigation and applicable taxes for development within the Existing Stadium Site.

- (t) Such sale shall not change or alter any obligation under any existing lease regarding the use of Existing Stadium Site, or any portion thereof, that continues in effect until approximately 2018 and that could be extended until approximately 2022 or thereafter.
- (u) Such sale shall acknowledge that portions of the Existing Stadium Site are currently owned by the City's Public Utilities Department, which has reserved rights to extract subsurface water, minerals, and other substances (excluding those under permanently erected structures) and that such department has received, and may continue to receive, compensation for its portion of the Existing Stadium Site. If the Initiative is approved, the sale shall acknowledge said department's entitlement, if any, to receive compensation for its portion of the Existing Stadium Site at a price that is fair and equitable, in the public interest, and commensurate with prior compensation actually received.
- (v) Such sale shall require the City and SDSU to cooperate to modify or vacate easements or secure lot line adjustments on the Existing Stadium Site (other than easements of the City or any utility department of the City for which the City retains its full regulatory discretion), so that development of the Existing Stadium Site is facilitated.
- (w) Such sale shall require SDSU or its designee to pay prevailing wages for construction of the Joint Use Stadium and other public improvements, provided that the construction occurs on state-owned property or involves the use of state funding. To the extent possible under state law, all building and construction work shall be performed by contractors and subcontractors licensed by the State of California, who shall make good faith efforts to ensure that their workforce construction hours are performed by residents of San Diego County. With respect to the new Joint Use Stadium, SDSU will use good faith efforts to retain qualified employees who currently work at the Existing Stadium.
- (x) For the purpose of this division, the following definitions shall apply:
 - (1) "Bona Fide Public Purposes" means a good faith or genuine use or uses for public or government purposes such as public university uses or facilities; institutional uses or facilities; offices; buildings; stadium, park, open space, trail, and recreation uses and facilities; academic uses and facilities; public parking; faculty, staff, student and residential market-rate and affordable housing; hotel uses and facilities to support university goals and objectives; and public-private partnership support uses and facilities, including but not limited to commercial, neighborhood-serving retail, research, technology, development, entrepreneurial, and residential uses, because all such uses, individually and cumulatively, promote or facilitate SDSU's higher education mission, goals, and objectives.
 - (2) "Campus Master Plan" means an SDSU physical master plan, or any revisions to such plan, to guide future development of SDSU facilities, based on academic goals for an established time horizon.
 - (3) "Existing Stadium Site" means the approximate 132-acre real property situated in the City of San Diego at 9449 Friars Road, between Interstate 15 (I-15) and Interstate 8 (I-8), as reflected on the site map attached hereto as Section 8, Exhibit A (page A-1).

- (4) “Existing Stadium” means the existing “SDCCU Stadium,” formerly known as Qualcomm Stadium and Jack Murphy Stadium, located on the Existing Stadium Site, as of Initiative Effective Date.
- (5) “Fair Market Value” means the value of the Existing Stadium Site with a date of value that is the date of the “Initiative Notice Date,” defined below. This determination is intended to be based on a value of the Existing Stadium Site that does not consider any later effect on value caused by adoption of this Initiative. In determining the appropriate factors to use, the City may consider an independent appraisal or appraisals of the Fair Market Value of the Existing Stadium Site, which considers the physical condition of the Existing Stadium Site and other above-identified factors, adjustments, deductions, and equities as of the Initiative Notice Date, together with the zoning for such property and other permits and approvals for development, as of the Initiative Notice Date. Any and all such appraisals, including any prepared for SDSU, shall be made available to the public upon submittal to the City.
- (6) “Initiative” means the “SDSU West Campus Research Center, Stadium and River Park Initiative” adopted on the Initiative Effective Date.
- (7) “Initiative Effective Date” means the date that the Initiative becomes effective.
- (8) “Initiative Notice Date” means the date the Notice of Intent is first published signaling the intent to circulate the Initiative.
- (9) “Joint Use Stadium” means a quality multi-use outdoor stadium comprised of approximately 35,000 seats for collegiate and professional sports, including use for SDSU Division 1 football, National Collegiate Athletic Association Football Bowl Subdivision Division 1 programs, the National Football League, professional, premier, or Major League Soccer, collegiate and professional football bowl games, other sports, and other events, including without limitation concession areas, restaurants, bars, clubs, retail stores, kiosks, media facilities, athletic training and medical facilities, locker rooms, offices, meeting rooms, banquet facilities, ticketing facilities, on- and off-site signage, scoreboards, and other ancillary and support uses and facilities customarily made part of a stadium of the quality necessary to house collegiate and professional or premier sports, civic events, conventions, exhibitions, concerts and other outdoor events. SDSU also can explore, and proceed with, a phased build-out of such stadium that will allow SDSU to add on to such stadium at a later point to facilitate SDSU growth and acquisition of Potential Sports Partners.
- (10) “Potential Sports Partners” means collegiate or professional sports leagues including but not limited to football, soccer, esports, or other high level or premier sports leagues, clubs, or franchises.
- (11) “River Park” means approximately 34-acres of land south of the Existing Stadium Site to be revitalized and restored as envisioned by past community planning efforts so as to integrate the Mission Valley’s urban setting with the natural environment (see Site Map, attached hereto as Section 8, Exhibit “A”); the River Park will incorporate active and

passive park/recreation uses, 8- to 10-foot wide linear walking and biking trails; a river buffer of native vegetation, and measures to mitigate drainage impacts and ensure compliance with water quality standards.

- (12) “SDSU” means San Diego State University, a California State University, with authority delegated by the Board of Trustees of the California State University, which is the State of California acting in its higher education capacity; and any SDSU auxiliary organization, entity, or affiliate. As defined, SDSU is a public university; and as such, acts in its capacity as a state public agency. Nothing in this Initiative abrogates, or is intended to abrogate, the authority of the Board of Trustees of the California State University.
- (y) This section shall be liberally construed in order to effectuate its purpose, intent and findings. No error, irregularity, informality, and no neglect or omission of any officer, in any procedure taken under this division which does not directly affect the jurisdiction of the City to order the work, contract, or process shall void or invalidate such work, contract, or process done thereunder.
- (z) Nothing in this section abrogates, or is intended to abrogate, the Mayor’s administrative and executive authority, particularly with regard to engaging in good faith contract negotiations, including purchase and sales agreements for the City. The section does not mandate, dictate, or impede the Mayor’s administrative or executive authorities; instead, the section makes clear the City’s legislative policy is to sell the Existing Stadium Site to SDSU for Bona Fide Public Purposes consistent with the purpose, intent, findings, and conditions set forth above in this section.
- (aa) The sale of the Existing Stadium Site to SDSU, and its other related provisions, shall be independent of, and shall not be subject to, any previously enacted City ordinance or resolution pertaining to the sale of property owned or controlled by the City, including but not limited to Sections 22.0902 (sales of real property), 22.0903, and 22.0907 (sales of real property to public agencies) of the San Diego Municipal Code.

SECTION 4. Implementation of Initiative.

- A. Upon the effective date of this Initiative, the City of San Diego is directed to promptly take all appropriate actions needed to implement this Initiative. This Initiative is considered adopted and effective upon the earliest date legally possible after the City Council adopts this Initiative, or the Elections Official certifies the vote on this Initiative by the voters of the City of San Diego, whichever occurs earlier.
- B. Upon the effective date of this Initiative, the provisions of Section 3 are hereby inserted into the San Diego Municipal Code without alteration.

SECTION 5. Effect of Other Measures on the Same Ballot.

In approving this Initiative, the People of the City of San Diego hereby establishes a new legislative policy and authorizes, mandates, and directs the sale of the Existing Stadium Site to SDSU for Bona Fide Public Purposes that will then facilitate creation of a SDSU Campus Master Plan to govern the future use and development of the Existing Stadium Site. To ensure this intent is not frustrated, this Initiative is presented to the voters with the express intent that it will compete with any and all voter initiatives or City-sponsored measures placed on the same ballot as this Initiative and which, if

approved, would regulate the use or development of the Existing Stadium Site in any manner or in any part whatsoever (each, a "Conflicting Initiative"). In the event that this Initiative and one or more Conflicting Initiatives are adopted by the voters in the same election, then it is the voters' intent that only that measure that receives the greatest number of affirmative votes shall control in its entirety and said other measure or measures shall be rendered void and without any legal effect. In no event shall this Initiative be interpreted in a manner that would permit its operation in conjunction with the non-conflicting provisions of any Conflicting Initiative. If this Initiative is approved by the voters but superseded by law in whole or in part by any other Conflicting Initiative approved by the voters at the same election, and such Conflicting Initiative is later held invalid, this Initiative shall be self-executing and given immediate effect and full force of law.

SECTION 6. Interpretation and Severability.

- A. This Initiative shall be interpreted so as to be consistent with all federal and state laws, rules, and regulations. If any section, sub-section, sentence, clause, phrase, part, or portion of this Initiative is held to be invalid or unconstitutional by a final judgment of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Initiative. The People of the City of San Diego declare that this Initiative, and each section, sub-section, sentence, clause, phrase, part, or portion thereof, would have been adopted or passed irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases, parts, or portions are found to be invalid. If any provision of this Initiative is held invalid as applied to any person or circumstance, such invalidity shall not affect any application of this Initiative that can be given effect without the invalid application.
- B. This Initiative does not alter any City obligations under existing settlement agreements that pertain to the Existing Stadium Site.
- C. If any portion of this Initiative is held by a court of competent jurisdiction to be invalid, the People of the City of San Diego express the strong desire that: (i) the City Council use its best efforts to sustain and re-enact that portion; and (ii) the City Council implement this Initiative by taking all steps possible to cure any inadequacies or deficiencies identified by the court in a manner consistent with the express and implied intent of this Initiative, including adopting or reenacting any such portion in a manner consistent with the purpose, intent, and findings of this Initiative.
- D. This Initiative shall be broadly construed in order to achieve the purpose, intent, and findings stated above. It is the intent of the People of the City of San Diego that the provisions of this Initiative be interpreted or implemented by the City and others in a manner that facilitates the purpose, intent, and findings set forth in this Initiative.

SECTION 7. Amendment.

- A. On or after the 20th Anniversary of the adoption of this Initiative, a vote of the people shall not be required to amend or repeal any portion of this Initiative, and this Initiative and the Amendments that it adopts, including all exhibits thereto, may be amended or repealed by any procedure otherwise authorized by law.
- B. Any amendments to this Initiative shall not impair the contractual rights or vested rights conferred by a lease and option agreement or any associated development agreement.

SECTION 8. List of Initiative Exhibits.

The Exhibits to this Initiative are:

Exhibit A: Site Map

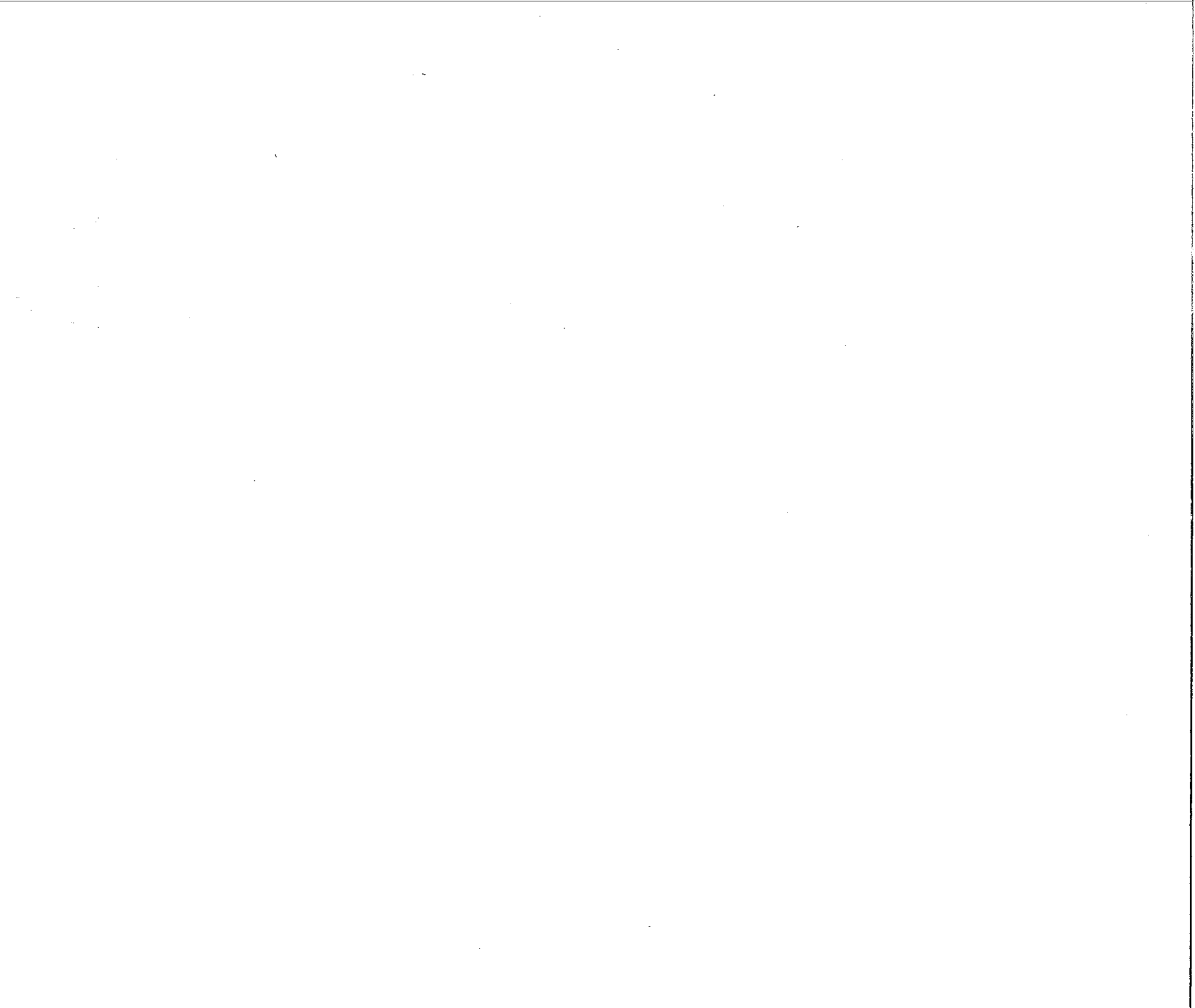
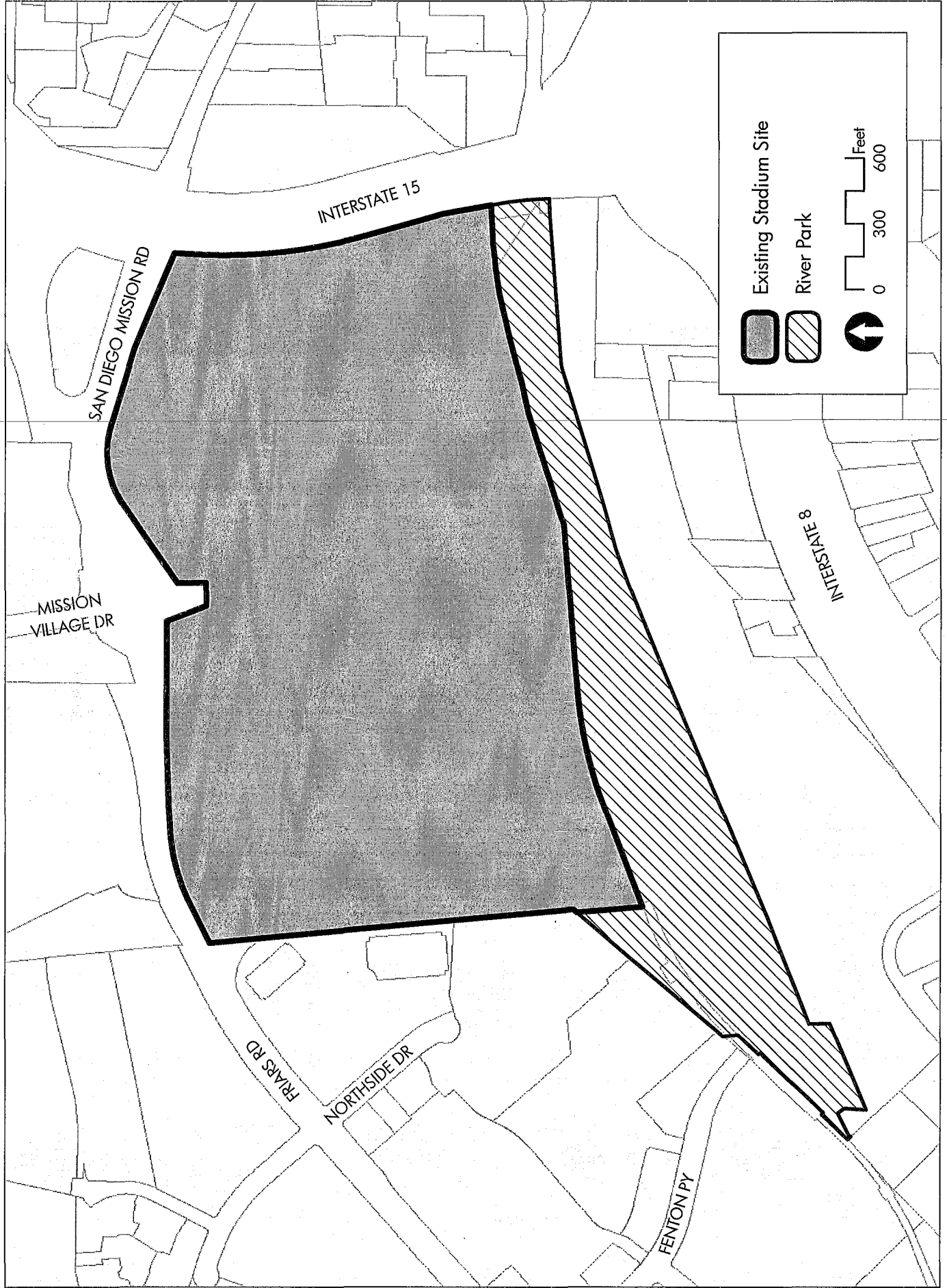


Exhibit A - Site Map



ATTACHMENT 30 TO PURCHASE AND SALE AGREEMENT

Easement Agreement for City's Public Facilities During Stage 1

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

City of San Diego
1200 Third Avenue, Suite 1700
San Diego, CA 92101
Attn: Cybele Thompson,
Director, Real Estate Assets Dept.

433	250	13	ALL
433	250	14	ALL
433	250	16	PTN

Space above line for Recorder's use only

Exempt from Recording Fees per Cal. Govt. Code § 27383
Exempt from Documentary Transfer Tax per Cal. Govt. Code § 11922

**EASEMENT AGREEMENT REGARDING SEWER AND WATER FACILITIES,
RIGHTS-OF-WAY, AND SAN DIEGO RIVER ACCESS –
STAGE 1 (CONSTRUCTION PERIOD)**

This Easement Agreement Regarding Sewer and Water Facilities, Rights-of-Way, and San Diego River Access – Stage 1 (Construction Period) (“**Agreement**”) is dated as of _____, 2020 [Closing Date to be inserted here] (“**Effective Date**”), by and between the CITY OF SAN DIEGO, a California municipal corporation (“**City**”), and the BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, the State of California acting in its higher education capacity, on behalf of San Diego State University (“**CSU**”).

RECITALS

The Parties enter into this Agreement with reference to the following facts:

A. The City's voters approved a citizens' initiative measure, commonly known as Measure G, on November 6, 2018, governing City's sale to CSU of the CSU Property.

B. Measure G is comprised of two main components: (i) Sections 1, 2, 4, 5, 6, 7, and 8 of the citizens' initiative, which describe, among other things, the purpose, intent, and findings supporting the citizen's initiative; and (ii) Section 3 of the citizens' initiative, which adds new section 22.0908 to the San Diego Municipal Code (“**Section 22.0908 Conditions**”). Measure G states that the CSU Property is needed by CSU/San Diego State University for “Bona Fide Public Purposes,” as that term is defined in the Section 22.0908 Conditions, and for that reason City shall sell the CSU Property to CSU in accordance with the City Charter, but only if such

sale is in compliance with the Section 22.0908 Conditions and fulfills the intent and purposes outlined in Measure G.

C. Measure G does not obligate CSU to purchase the CSU Property or take any other actions related to the CSU Property, if CSU chooses not to purchase the CSU Property. However, Measure G requires City to ensure that City's negotiated sale of the CSU Property complies with Measure G.

D. California Education Code section 66606 vests CSU with "full power and responsibility in the construction and development of any state university campus, and any buildings or other facilities or improvements connected with the California State University." Section 22.0908(x)(12) states "Nothing in this Initiative abrogates, or is intended to abrogate, the authority of the Board of Trustees of the California State University." CSU is the State of California acting in its higher education capacity, and is generally exempt from local and regional ordinances, regulations, policies and rules, including, without limitation, zoning and land use regulations, when its development, construction, facilities, and uses are in furtherance of its governmental purpose, unless applicable Law (defined below) specifically says otherwise. Without waiver of CSU's standing and legal authority as a state agency, and to enable City to ensure that the sale of the CSU Property complies with the Section 22.0908 Conditions and fulfills the intent and purposes outlined in Measure G, CSU agrees to be bound by the terms and conditions set forth in this Agreement, and the Purchase Agreement, and its attachments.

E. In light of the circumstances stated in Recitals A through D above, the Parties negotiated and entered into the Purchase Agreement and related agreements pursuant to which CSU agreed, strictly as a matter of contract, to develop and operate the CSU Property subject to terms and conditions in the Purchase Agreement and related agreements, and in a manner satisfying City's concern that the sale must comply the Section 22.0908 Conditions and fulfill the intent and purposes outlined in Measure G. By entering into these agreements, CSU is not waiving its standing and legal authority as a state agency, though it agrees, due to the unique circumstances at hand, to be contractually bound by the terms of such agreements. The Parties negotiated the terms of the Purchase Agreement and related agreements in response to the local voters' approval of Measure G and intend all such agreements to be consistent with the Section 22.0908 Conditions and the intent and purposes outlined in Measure G.

F. As of the Effective Date of this Agreement, the closing of the transaction has occurred under the Purchase Agreement, by which CSU has acquired the CSU Property.

G. The City is the fee title owner of the River Park Property.

H. As of the Effective Date of this Agreement, the City owns, operates, and maintains various public facilities and improvements throughout the CSU Property and the adjacent River Park Property, including sewer and water pipelines, groundwater monitoring wells, equipment, and appurtenances, in accordance with existing easements (which do not meet the City's current standards for easements), together with access rights to and from the nearest public rights-of-way. The City also monitors the Mission Valley Groundwater Basin to assess water quality and water levels, and monitors and maintains portions of the San Diego River and its floodplain abutting the River Park Property pursuant to agreements between the City and

various state and federal agencies. Accordingly, the City requires, among other things, immediate and uninterrupted physical access to multiple points of the adjacent real property through the CSU Property and the River Park Property.

I. CSU intends to develop the Project on the CSU Property. As part of the Project, CSU may seek to remove, replace, or relocate certain existing City-owned infrastructure. A Parcel Map has not yet been finalized or approved by the City and CSU. The Parties anticipate that Project construction will occur in phases over many years.

J. The City must retain certain easements that meet the City's standard easement requirements for necessary public services, including continuation of utility services, and performing wetland mitigation activities. Accordingly, the Parties agree that the City will have broad ingress and egress rights across the CSU Property and the River Park Property until CSU completes construction on street improvements and other permanent rights-of-way within the Project. The Parties will cooperate to vacate existing easements and rights-of-way as practicable, and as permissible under applicable Law, throughout the Project construction period.

K. This Agreement memorializes the terms and conditions of CSU's grant of broad access in support of the City's ownership and continued operation of existing utility infrastructure and its activities along the San Diego River, CSU's obligation to allow and facilitate physical access at all times, including during Project construction activities, and the process by which an easement or right-of-way shall be modified, relocated, or vacated.

L. The Parties anticipate that all easements required in connection with the Project, including those identified in this Agreement and not otherwise relocated or vacated as part of construction and development of the Project, will be governed by a future agreement to be signed and recorded by the Parties in connection with the approval and recording of the Parcel Map.

TERMS AND CONDITIONS

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **DEFINITIONS.** All initially capitalized terms used in this Agreement shall have the meanings set forth in this Section 1 or, if not set forth in this Section 1, where such term first appears in this Agreement, unless the context of usage clearly requires another meaning.

1.1 Access Easement. Defined in Section 3.1 of this Agreement.

1.2 Agreement. Defined in the preamble of this Agreement.

1.3 City. Defined in the preamble of this Agreement.

1.4 City Indemnified Parties. City and its officials, employees, agents, officers, attorneys, and representatives.

1.5 Claims. Each claim, loss, cost, damage, expense, liability, lien, legal proceeding, enforcement action, administrative action or proceeding, cause of action (whether in

tort, contract, under statute, at law, in equity or otherwise), charge, award, assessment, notice of violation, fine or penalty of every kind (including reasonable expert fees and expenses), and each financial performance obligation arising from any judgment, decree, order, or other written decision issued by any governmental representative or entity.

1.6 CSU. Defined in the preamble of this Agreement.

1.7 CSU Indemnified Parties. CSU and its officials, employees, agents, officers, attorneys, and representatives.

1.8 CSU Property. That certain real property consisting of 135.12 acres, comprised of both the real property commonly known as the San Diego County Credit Union stadium site and the Murphy Canyon Creek Parcel, generally located at 9449 Friars Road in the City of San Diego, County of San Diego, State of California, as legally described in **Exhibit A** to this Agreement and depicted in **Exhibit B** to this Agreement.

1.9 Easement(s). The easements for existing City utility facilities described in and created by Section 2 of this Agreement are sometimes referred to individually as an "Easement" and collectively as the "Easements."

1.10 Easement Area(s). The physical areas described in Section 2 of this Agreement, on or over which the Easements are located, are sometimes referred to individually as an "Easement Area" and collectively as the "Easement Areas."

1.11 Effective Date. Defined in the preamble of this Agreement.

1.12 Law. Every law, statute, code, ordinance, requirement, order, proclamation, directive, rule, or regulation of any local, state, or federal governmental agency applicable in any way to the Parties, the CSU Property, the River Park Property, or the Project, including relating to any development, construction, use, maintenance, taxation, operation, occupancy, or environmental conditions affecting the CSU Property, the River Park Property, or the Project, or otherwise relating to this Agreement or either Party's rights, obligations or remedies under this Agreement, or constituting any environmental law, whether in force on the Effective Date of this Agreement or passed, enacted, modified, amended, or imposed at some later time, subject in all cases, however, to any applicable waiver, variance, or exemption.

1.13 Parcel Map. A proposed parcel map depicting the use and location of future easements affecting the CSU Property and the River Park Property, as described more completely in the Purchase Agreement.

1.14 Parties. Collectively, the City and CSU.

1.15 Party. Individually, the City or CSU.

1.16 Project. The project CSU intends to develop on the CSU Property.

1.17 Purchase Agreement. That certain Real Property Purchase and Sale Agreement and Joint Escrow Instructions dated _____, 2020 between the Parties.

1.18 River Park Property. That certain real property situated contiguous to the CSU Property and consisting of approximately 34.6 acres, as legally described in **Exhibit C** to this Agreement and depicted in **Exhibit D** to this Agreement.

1.19 Section 22.0908 Conditions. Defined in Recital B of this Agreement.

1.20 Wetland Mitigation Project. The wetland mitigation project, commonly known as the Stadium Wetland Mitigation Project, that has been created by the City, and is now and will continue to be monitored and maintained by the City (including regular activities such as perimeter control, ranger patrols, trash removal, transient management, and invasive plant removal), in compliance with the Wetland Mitigation Project Agreements on the Wetland Mitigation Project Site.

1.21 Wetland Mitigation Project Agreements. The regulatory agreements and permits governing the Wetland Mitigation Project, together with any and all amendments, modifications, supplements, and/or extensions thereof, including: (i) the Section 404 Permit dated December 21, 2015, File No. SPL-2014-00416-DB, issued by the U.S. Army Corps of Engineers to the City pursuant to Section 404 of the Clean Water Act; (ii) the Streambed Alteration Agreement, Notification No. 1600-2014-0192-R5, signed by the City's Public Utilities Department on August 5, 2015, and by the California Department of Fish and Wildlife on September 2, 2015; (iii) the Section 401 Water Quality Certification dated November 14, 2014, Certification No. R9-2013-0124, issued by the California Regional Water Quality Control Board, San Diego Region, to the City pursuant to Section 401 of the Clean Water Act; (iv) any site development permits or other permits issued or to be issued by the City relating to the use of wetland mitigation credits from the Wetland Mitigation Project Site; and (v) the Stadium Wetland Mitigation Project (San Diego River) Mitigation Plan Final dated March 13, 2015 and prepared for the City of San Diego, Public Utilities Department.

1.22 Wetland Mitigation Project Site. The City-owned real property consisting of approximately 57 acres (including approximately 40.4 acres of waters of the United States), located generally south of the River Park Property and within the San Diego River and its floodplain, on which the Wetland Mitigation Project is situated and is being carried out by the City in accordance with the Wetland Mitigation Project Agreements.

2. **VARIOUS EASEMENTS.** To the extent this Agreement states that CSU is granting and conveying an Easement or other rights to the City already in existence as of the Effective Date, this Agreement is intended to signify CSU's reaffirmation of a new Easement for the City's benefit that meets the City's current standard easement requirements and that the conveyance of the CSU Property from the City to CSU pursuant to that certain Grant Deed recorded of even date herewith has been made subject to the Easements and the Easement Areas and other rights of the City contained in this Agreement. [General Note: The precise easements and easement areas described below will need to be revisited based on the final content of the approved legal description and plats.]

2.1 Water Utility Easements. CSU grants and conveys to the City and its successors and assigns the permanent non-exclusive easement and right-of-way to access, construct, install,

reconstruct, maintain, operate, restore and repair water utility facilities, together with appurtenances, through, over, on, under, along, and across the following Easement Areas:

(a) Water Easement 1 – 48” Alvarado Water Transmission Easement, generally located along the northern and eastern boundaries of the CSU Property, as described in **Exhibit E-1** and depicted in **Exhibit E-2**.

(b) Water Easement 2 – 16” Water Transmission Easement, beginning generally at the northern boundary at the northeast corner of the CSU Property and extending south/southwest through the River Park Property, as described in **Exhibit E-1** and depicted in **Exhibit E-2**.

2.2 Sewer Utility Easements. CSU grants and conveys to the City and its successors and assigns the permanent non-exclusive easement and right-of-way to access, construct, install, maintain, operate, repair, restore and reconstruct sewer pipelines, together with appurtenances, through, over, on, under, along, and across the following Easement Areas:

(a) Sewer Easement 1 – 8” and 18” Gravity Sewer Easement, beginning generally at the northern boundary of the CSU Property and extending south/southwest to the southern boundary of the CSU Property into the River Park Property, as described in **Exhibit F-1** and depicted in **Exhibit F-2**.

(b) Existing City Sewer Facility – 84” and 96” North Mission Valley Sewer Interceptor Easement, with improvements generally located within the River Park Property with access over the CSU Property to all points in the area as described in **Exhibit F-1** and depicted in **Exhibit F-2**.

(c) Sewer Easement 2 – 36” Murphy Canyon Trunk Sewer Easement, beginning generally at the northeast corner of CSU Property and extending south, then southwest through the River Park Property as described on **Exhibit F-1** and depicted on **Exhibit F-2**.

2.3 Storm Drain Utility Easement. CSU grants and conveys to the City and its successors and assigns the permanent non-exclusive easement and right-of-way to access, construct, install, reconstruct, maintain, operate, restore and repair storm drain utility facilities, together with appurtenances, through, over, on, under, along, and across the following Easement Area generally located along the northern boundary of the CSU Property, as described in **Exhibit G-1** and depicted in **Exhibit G-2** for the 48” storm drain serving Friars Road.

[PARTIES WILL NEED TO PROVIDE FOR GRANT OF GROUNDWATER MONITORING WELL EASEMENTS IF THEY ARE LOCATED ON THE CSU PROPERTY]

3. ACCESS AND USE EASEMENTS.

3.1 Grant of Access Easement and Related Rights. CSU grants and conveys to the City and its successors and assigns the permanent non-exclusive easement and right-of-way allowing physical access (i.e., ingress and egress) for pedestrians and vehicles, including motorized vehicles and transport of machinery and equipment for construction and repair,

through, over, under, along, and across the entire CSU Property to each Easement and each Easement Area, the River Park Property, the Wetland Mitigation Project Site, and the San Diego River by the most practicable route available at the time (to the extent feasible, using vehicular and pedestrian access points and avoiding any damage to any person or property on the CSU Property), and at all times necessary, to and from the nearest public rights-of-way ("**Access Easement**"). The ingress and egress rights conferred upon the City in the Access Easement shall include immediate and uninterrupted physical access, and frequent vehicular access, for inspection of subsurface infrastructure from multiple surface access points within the Easement Areas and to all surface and subsurface areas of the River Park Property and the Wetland Mitigation Project Site. Without limiting any of the foregoing, CSU acknowledges and agrees that: (i) the City is the fee title owner of the Wetland Mitigation Project Site, the River Park Property, and other real property contiguous to the southern border of the River Park Property; (ii) the City requires access to all City-owned real property located between the southern border of the CSU Property and the northern bank of the San Diego River in order to comply with existing obligations, including the Wetland Mitigation Project Agreements, the rights and obligations to monitor, maintain and access the River Park Property and the Wetland Mitigation Project Site, and more generally to access the San Diego River and floodplain; and (iii) the City requires uninterrupted water supply to the Wetland Mitigation Site, and immediate and uninterrupted access to all points of the Wetland Mitigation Project Site using access pathways along northern routes through the CSU Property and the River Park Property.

3.2 Applicability to Alternate Easements. The Access Easement shall apply to any alternate easement or easement area granted by CSU to the City in accordance with Section 4.3, unless the Parties agree in writing that alternate and suitable access to the alternate easement and easement area has otherwise been granted by CSU to the City.

3.3 Potential Termination. The Parties acknowledge that the Access Easement may become no longer necessary if the Parcel Map is recorded in the future to confirm CSU's grant to the City of easements necessary for sewer, water, and storm water facilities, rights-of-way, and San Diego River access, and if CSU has completed improvements, including relocating any City facilities, sufficient to provide the City with the required easement rights and physical access. In such event, CSU may submit an application to the City for easement vacation in accordance with Chapter 12, Article 5, Division 10 of the San Diego Municipal Code (or any then-existing regulations relating to the City's decision whether to vacate public easements). The City will evaluate CSU's application in accordance with the applicable process for easement vacations. CSU acknowledges that the San Diego Planning Commission retains discretion whether to recommend in favor of the easement vacation, and that the City Council retains discretion whether to grant the easement vacation application.

4. **LIMITATIONS AND CONDITIONS.**

4.1 CSU's Use of Surface in Easement Area. CSU agrees that improvements constructed within the Easement Areas on the CSU Property will be limited to landscaping, hardscaping, streetscaping, recreational fields, bike paths, trails and similar improvements. Any improvements proposed to be constructed by CSU within the Easement Areas on the CSU Property will be subject to the City's review and approval in accordance with Section 3.3 of that certain Declaration of Covenants, Conditions, and Restrictions Regarding Development and

Permitting of SDSU Mission Valley Property between the Parties recorded of even date herewith. Subject to the foregoing, CSU reserves the right to use the Easement Areas in any lawful way and all rights not inconsistent with this grant of Easements, in each case so long as the same are not incompatible with the City's use of such Easements, including actions that may cause damage to City-owned improvements or prevent timely access by the City, or its agents, to any Easement Areas as necessary. Prior to granting any other easements or physical access rights affecting the Easement Areas to third parties for the construction or placement of structures, installations, or improvements, or involving the use of heavy vehicles, machinery or equipment (such as an excavator or crane), CSU will obtain the City's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. The City will provide its consent or describe reasons for withholding consent, in writing, within ten (10) business days of CSU's delivery of request therefor. If the City fails to provide a timely response in accordance with the foregoing, it shall be deemed to have consented to CSU's request. Any damage to person or property arising out of, resulting from, or related to CSU's surface use of an Easement Area is the sole responsibility of CSU.

4.2 Irrigation for Wetland Mitigation Project. The stadium water service (Water Easement 2) is used to provide potable water to the Wetland Mitigation Project Site for irrigation. If CSU terminates, realigns or proposes a temporary interruption of the stadium water service during Project construction, CSU will ensure that the Project is designed to include adequate water service for the Wetland Mitigation Project Site, until such time as the City has received regulatory sign-off confirming the successful completion of conditions set forth in the Wetland Mitigation Project Agreements, which is currently anticipated to occur in March of 2023.

4.3 Realignment. CSU may propose alternate easements, more suitable to the development of the Project on the CSU Property, which may be granted or denied in the City's sole discretion. The evaluation of any proposed alternate easement shall include consultation with the appropriate City department responsible for the relevant infrastructure, utility, or right-of-way proposed to be relocated to an alternate easement area. The City shall not grant or approve a proposed alternate easement if the City determines that doing so would be contrary to the interests of the City or the public. CSU shall not attempt to realign any Easement or any City facilities located in a particular Easement, unless and until the City has provided written approval of the alternate easement area. If the Parties are able to reach an agreement regarding the alternate easement area, the Parties shall cooperate in the drafting, signature, and recording of documents to ensure that the alternate easement area is recorded against the CSU Property prior to the vacation and release of any existing Easement.

4.4 Duty to Protect in Place. In carrying out the construction of its Project, CSU will not damage any City utility facilities and appurtenances located in the Easement Areas. CSU shall be liable for all costs of repair, rehabilitation, decontamination, and any other work required, should any of the City's utility facilities and appurtenances become damaged or negatively impacted by construction activities carried out by CSU on the CSU Property or the River Park Property. In connection with its use of the Easements, the City will not damage any CSU facilities and appurtenances located on the CSU Property. The City will be liable for all costs of repair, rehabilitation, decontamination, and any other work required, should any of

CSU's facilities and appurtenances located on the CSU Property become damaged or negatively impacted by the City's use of the Easements.

4.5 Restoration. If City engages in any permitted Easement activities, City shall restore the Easement areas to the City's then-applicable standards unless the Parties enter into an encroachment maintenance and removal agreement setting forth a different standard.

4.6 Hazardous Materials. CSU shall not allow storage, handling, or presence of any hazardous materials on, over, below, or adjacent to the Easements which violates any applicable Law or may pose a health, safety, or environmental hazard to City's personnel or the public generally.

5. **INDEMNIFICATION BY CSU**. CSU will defend, indemnify, and hold harmless the City Indemnified Parties from and against all bodily injury or property damage, or claim of bodily injury or property damage, arising out of or relating to any of the following: (a) CSU's uncured default under this Agreement; (b) CSU's use of, or activities on, the Easement Areas; or (c) CSU's failure to provide the City with adequate and timely physical access, in accordance with the Access Easement, to the Easement Areas, the Wetland Mitigation Project Site, and the River Park Property. In addition, CSU shall defend, indemnify, and hold harmless all City Indemnified Parties from and against Claims arising out of or relating to any of the following circumstances: (i) the willful misconduct, sole negligence or active negligence of CSU in connection with the Easements, the Access Easement, the Wetland Mitigation Project Site, or the River Park Property; or (ii) CSU's non-compliance with any applicable Law. CSU's duty to defend, indemnify, and hold harmless the City Indemnified Parties shall not include any Claims to the extent arising out of the established sole negligence or willful misconduct of the City Indemnified Parties or any Claims directly arising out of environmental conditions determined to have existed on the River Park Property or the Wetland Mitigation Project Site, except for conditions directly caused by CSU or any of its contractors performing work on the River Park Property or the Wetland Mitigation Project Site. The City shall notify CSU in writing within five (5) business days of the receipt of any written notice of any Claims subject to CSU's indemnification; provided that the failure to notify CSU in writing within such five (5) business day period shall not release CSU from the indemnification obligation set forth in this Section. Upon receipt of such notification, CSU shall assume the defense of the Claim, including the employment of counsel reasonably satisfactory to the City and CSU. CSU shall notify the City of CSU's desired legal counsel, in writing within five (5) business days after CSU's receipt of the City's written notice of a Claim. The City shall thereafter have five (5) business days within which to approve or disapprove CSU's choice of counsel and if the City fails to respond in writing within such time period it shall be deemed to have approved CSU's choice of counsel. The City's approval of CSU's choice of counsel shall not be unreasonably withheld, conditioned or delayed. CSU's obligation to defend and indemnify the City Indemnified Parties pursuant to this Agreement shall survive the termination of this Agreement, until any and all actual or prospective Claims regarding any matter subject to such obligations are fully, finally, and completely barred by the applicable statutes of limitations.

6. **INDEMNIFICATION BY CITY**. The City will defend, indemnify, and hold harmless the CSU Indemnified Parties from and against any Claims arising out of or relating to any of the

following circumstances: (i) any willful misconduct, sole negligence or active negligence of the City in connection with the Easements, the Access Easement, the Wetland Mitigation Project Site, or the River Park Property; (ii) the City's uncured default under this Agreement; (iii) the City's use, maintenance, and operation of the Easements, the Easement Areas, or the Access Easement; (iv) the City's non-compliance with any applicable Law; or (v) any damage to the CSU Property and/or any improvements located thereon resulting from the installation, operation, and/or use of any aquifer facilities not existing on the River Park Property as of the closing under the Purchase Agreement. The City's duty to defend, indemnify, and hold harmless the CSU Indemnified Parties shall not include any claims or liabilities to the extent arising out of the established sole negligence or willful misconduct of the CSU Indemnified Parties. CSU shall notify the City in writing within five (5) business days of receipt of any written notice of any Claims subject to the City's indemnification; provided that the failure to notify the City in writing within such five (5) business day period shall not release the City from the indemnification obligation set forth in this Section. Upon receipt of such notification, the City shall assume the defense of the Claim, including the employment of counsel reasonably satisfactory to the City and CSU. The City shall notify CSU of the City's desired legal counsel, in writing within five (5) business days after the City's receipt of CSU's written notice of a Claim. CSU shall thereafter have five (5) business days within which to approve or disapprove the City's choice of counsel and if CSU fails to respond in writing within such time period it shall be deemed to have approved the City's choice of counsel. CSU's approval of the City's choice of counsel shall not be unreasonably withheld, conditioned or delayed. The City's obligation to defend and indemnify the CSU Indemnified Parties pursuant to this Agreement shall survive the termination of this Agreement, until any and all actual or prospective Claims regarding any matter subject to such obligations are fully, finally, and completely barred by the applicable statutes of limitations.

7. **EVENTS OF DEFAULT; REMEDIES.** Except as otherwise expressly provided in this Agreement, if either Party defaults in the performance of any covenant, condition, or restriction set forth in this Agreement, and if such default or breach continues uncured for a period of thirty (30) days from and after written notice thereof delivered by the other Party, then in such event the non-defaulting Party may pursue any and all available legal and equitable remedies, including the right to collect any resulting damages and the right to seek injunctive or declaratory relief; except that if such cure cannot reasonably be completed within thirty (30) days, the defaulting Party shall have such longer period of time as is reasonably necessary to cure the default, up to an aggregate total of one hundred twenty (120) days from the date of delivery of the written notice of default.

8. **COSTS OF ENFORCEMENT.** If either Party initiates any legal action or proceeding to interpret, dispute, or enforce any provision of this Agreement, the prevailing Party in such action or proceeding shall be entitled to recover from the other Party all costs of enforcement in connection therewith, including, but not limited to, court costs and reasonable attorneys' fees.

9. **GENERAL PROVISIONS.**

9.1 Notices. All notices contemplated or required by this Agreement shall be delivered in the manner and to the addressees described in the "Notices" provision of the Purchase Agreement.

9.2 Governing Law. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

9.3 Binding Effect. The rights and obligations set forth in this Agreement shall inure to the benefit of and be binding upon the successors-in-interest, agents, employees, assigns, and transferees of each Party.

9.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

9.5 Incorporation. The Recitals set forth above, and all of the exhibits attached to this Agreement, are fully incorporated by reference into this Agreement.

9.6 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties concerning the subject matter of this Agreement. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless signed by both Parties and only for the specific purpose stated in such amending document.

9.7 Severability. If any provision of this Agreement or any application of this Agreement is determined to be invalid or unenforceable, such invalid or unenforceable provision shall be narrowed to permissible limits (if possible) or stricken from this Agreement, and the remaining provisions of this Agreement shall not be affected thereby.

[signature page to follow]

IN WITNESS WHEREOF, a duly authorized representative of each Party has signed this Agreement, to be effective as of the Effective Date.

CITY:

Date: _____ City of San Diego,
a California municipal corporation

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

MARA W. ELLIOTT, City Attorney

By: _____
Kevin Reisch
Senior Chief Deputy City Attorney

[CSU will need to confirm whether it has a certificate of acceptance that it prefers to attach to the Easement Agreement, or whether the required language from California Government Code section 27281 should be added here.]

CSU:

The Board of Trustees of the California State University,
the State of California acting in its higher education
capacity, on behalf of San Diego State University

Date: _____ By _____
Name: _____
Title: _____

APPROVED AS TO FORM:

SHEPPARD MULLIN RICHTER &
HAMPTON LLP

By: _____
Domenic C. Drago, Counsel for The
Board of Trustees of the California
State University, which is the State of
California acting in its higher
education capacity on behalf of San

Diego State University

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ (date), before me, _____
(name and title of notary public), personally appeared _____
(name of signer), who proved to me on the basis of satisfactory evidence to be the person whose
name is subscribed to the within instrument and acknowledged to me that he/she executed the
same in his/her authorized capacity, and that by his/her signature on the instrument, the person,
or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal) _____

EXHIBIT A

Legal Description of CSU Property

[To be Attached]

EXHIBIT B

Depiction of CSU Property

[To be Attached]

EXHIBIT C

Legal Description of River Park Property

[To be Attached]

EXHIBIT D

Depiction of River Park Property

[To be Attached]

EXHIBIT E-1

Legal Descriptions of Water Utility Easements

[Attached]

EXHIBIT 'A'
LEGAL DESCRIPTION
16" WATER EASEMENT

THOSE PORTIONS OF LOTS 35, 42 AND 43 OF RANCHO MISSION SAN DIEGO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA ACCORDING TO PARTITION MAP THEREOF ON FILE IN CASE NO. 348 OF SUPERIOR COURT IN SAN DIEGO COUNTY ENTITLED JUAN M. LUCO, ET AL. VS. THE COMMERCIAL BANK OF SAN DIEGO, ET AL., FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY, DESCRIBED AS FOLLOWS:

PARCEL "B":

A STRIP OF LAND 30.00 FEET IN WIDTH LYING 15.00 FEET, MEASURED AT RIGHT ANGLES, ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT POINT "X" DESCRIBED ABOVE; THENCE ALONG THE SOUTHERLY LINE OF FRIARS ROAD NORTH 87°00'16" EAST, A DISTANCE OF 172.70 FEET; THENCE SOUTH 89°59'34" EAST, A DISTANCE OF 550.57 FEET; THENCE SOUTH 16°26'15" EAST, A DISTANCE OF 194.27 FEET; THENCE SOUTH 89°59'38" EAST, A DISTANCE OF 110.00 FEET; THENCE NORTH 0°00'22" EAST, A DISTANCE OF 120.00 FEET; THENCE NORTH 53°59'11" EAST, A DISTANCE OF 395.86 FEET TO THE BEGINNING OF A TANGENT 460.00 FOOT RADIUS, CURVE CONCAVE SOUTHERLY; THENCE CONTINUING EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 422.11 FEET THROUGH A CENTRAL ANGLE OF 52°34'36"; THENCE SOUTH 73°26'13" EAST, A DISTANCE OF 345.09 FEET; THENCE SOUTH 67°09'34" EAST, A DISTANCE OF 335.57 FEET TO **THE TRUE POINT OF BEGINNING**; THENCE LEAVING SAID SOUTHERLY LINE SOUTH 1°31'58" WEST, A DISTANCE OF 382.90 FEET; THENCE SOUTH 6°22'49" WEST, A DISTANCE OF 99.64 FEET; THENCE SOUTH 11°13'39" WEST, A DISTANCE OF 66.91 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT 'Y'; THENCE CONTINUING SOUTH 11°13'39" WEST, A DISTANCE OF 1046.52 FEET; THENCE SOUTH 10°50'59" WEST, A DISTANCE OF 73.58 FEET; THENCE SOUTH 8°00'22" WEST, A DISTANCE OF 61.99 FEET; THENCE SOUTH 1°30'43" EAST, A DISTANCE OF 254.64 FEET TO THE NORTHERLY LINE OF LOT 46 OF SAID RANCHO MISSION SAN DIEGO AND THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID 30.00 FOOT WIDE STRIP OF LAND SHALL BE PROLONGED OR SHORTENED TO TERMINATE NORTHERLY AT SAID SOUTHERLY RIGHT OF WAY LINE OF SAN DIEGO MISSION ROAD (FORMERLY KNOWN AS TWAIN AVENUE PER DEED RECORD IN BOOK 1729, PAGE 228 OF DEEDS) AND SOUTHERLY AT THE NORTHERLY LINE OF LOT 46 OF SAID RANCHO MISSION SAN DIEGO.

EASEMENT CONTAINS 59,585.37 SF, MORE OR LESS

EXHIBIT 'A'
LEGAL DESCRIPTION
48" WATER EASEMENT

THOSE PORTIONS OF LOTS 36, 42 AND 43 OF RANCHO MISSION SAN DIEGO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA ACCORDING TO PARTITION MAP THEREOF ON FILE IN CASE NO. 348 OF SUPERIOR COURT IN SAN DIEGO COUNTY ENTITLED JUAN M. LUCO, ET AL. VS. THE COMMERCIAL BANK OF SAN DIEGO, ET AL., FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY, DESCRIBED AS FOLLOWS:

PARCEL "A":

A STRIP OF LAND 35.00 FEET IN WIDTH LYING 17.50 FEET, MEASURED AT RIGHT ANGLES, ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF PARCEL 2 AS DESCRIBED IN DEED RECORDED FEBRUARY 25, 1998 AS DOC. NO. 1998-0098902, SAID POINT BEING ON THE SOUTHERLY LINE OF FRIARS ROAD AS DEDICATED TO THE CITY OF SAN DIEGO PER DOCUMENTS NO 210194, BOOK 1698 O.R. AND DOCUMENT 95407, BOOK 2957, PAGE 62; SAID POINT HEREINAFTER REFERRED TO AS POINT 'A'; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE OF FRIARS ROAD NORTH 62°13'09" EAST 193.23 FEET TO THE BEGINNING OF A TANGENT 1000.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 432.61 FEET THROUGH A CENTRAL ANGLE OF 24°47'13"; THENCE NORTH 87°00'16" EAST, A DISTANCE OF 177.58 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "X", AND THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 44°41'56" EAST, A DISTANCE OF 147.44 FEET; THENCE SOUTH 89°46'41" EAST, A DISTANCE OF 383.96 FEET; THENCE NORTH 89°41'10" EAST, A DISTANCE OF 268.94 FEET; THENCE SOUTH 89°17'09" EAST, A DISTANCE OF 131.41 FEET; THENCE NORTH 89°52'27" EAST, A DISTANCE OF 410.36 FEET; THENCE SOUTH 89°54'10" EAST, A DISTANCE OF 849.61 FEET; THENCE SOUTH 11°43'33" EAST, A DISTANCE OF 401.35 FEET; THENCE SOUTH 9°50'15" EAST, A DISTANCE OF 522.71 FEET; THENCE SOUTH 9°44'55" EAST, A DISTANCE OF 447.79 FEET; THENCE SOUTH 39°05'21" EAST, A DISTANCE OF 34.87 FEET; THENCE SOUTH 68°25'46" EAST, A DISTANCE OF 85.37 FEET; THENCE NORTH 84°22'56" EAST, A DISTANCE 93.78 FEET TO THE WESTERLY RIGHT OF WAY LINE OF CALIFORNIA INTERSTATE 15 AND THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID 35.00 FOOT WIDE STRIP OF LAND SHALL BE PROLONGED OR SHORTENED TO TERMINATE NORTHERLY AT SAID SOUTHERLY RIGHT OF WAY LINE OF SAID FRIARS ROAD AND SOUTHEASTERLY AT THE WESTERLY RIGHT OF WAY LINE OF SAID CALIFORNIA INTERSTATE 15.

EASEMENT CONTAINS 127,614.81 SF, MORE OR LESS.

EXHIBIT 'A'
LEGAL DESCRIPTION
6" PRESSURE RELIEF OUTLET EASEMENT

THOSE PORTIONS OF LOTS 42 AND 43 OF RANCHO MISSION SAN DIEGO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA ACCORDING TO PARTITION MAP THEREOF ON FILE IN CASE NO. 348 OF SUPERIOR COURT IN SAN DIEGO COUNTY ENTITLED JUAN M. LUCO, ET AL. VS. THE COMMERCIAL BANK OF SAN DIEGO, ET AL., FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY, DESCRIBED AS FOLLOWS:

PARCEL "C":

A STRIP OF LAND 15.00 FEET IN WIDTH LYING 7.50 FEET, MEASURED AT RIGHT ANGLES, ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT POINT "Y" DESCRIBED ABOVE; THENCE SOUTH 78°51'53" EAST, A DISTANCE OF 34.48 FEET; THENCE NORTH 80°14'50" EAST A DISTANCE OF 78.00 FEET TO THE POINT OF TERMINUS.

EASEMENT CONTAINS 1,462.22 SF, MORE OR LESS

ATTACHED HERETO IS A DRAWING NO. - -B LABELED EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

PTS NO: 653449

ANDREW G. KARYDES, P.L.S. DATE

EXHIBIT E-2

Depictions of Water Utility Easements

[Attached]

EXHIBIT "B"

48" LINE AND CURVE TABLE				
Line #	Bearing/Delta	Length	Radius	Record Data
C1	24°47'13"	432.61	1000.00	($\Delta=24^{\circ}47'13"$, $R=1000.00'$ $L=432.61'$)
L1	N82°13'09"E	193.23		(S62°12'47"W 193.00')
L2	N87°00'16"E	177.58		
L3	S44°41'56"E	147.44		
L4	S89°46'41"E	383.96		
L5	N89°41'10"E	268.94		
L6	S89°17'09"E	131.41		
L7	N89°52'27"E	410.36		
L8	S89°54'10"E	849.61		
L9	S11°43'33"E	401.35		
L10	S9°50'15"E	522.71		
L11	S9°44'55"E	447.79		
L12	S39°05'21"E	34.87		
L13	S68°25'46"E	85.37		
L14	N84°22'56"E	93.78		

16" LINE AND CURVE TABLE				
Line #	Bearing/Delta	Length	Radius	Record Data
C1	52°34'36"	422.11'	460.00'	($\Delta=52^{\circ}34'36"$ $L=422.11'$ $R=400.00'$)
L1	N87°00'16"E	172.70'		
L2	S89°59'34"E	550.57'		(N90°00'00"W 550.67')
L3	S16°26'15"E	194.27'		(N10°26'46"W 194.27')
L4	S89°59'38"E	110.00'		(N90°00'00"W 110.00')
L5	N0°00'22"E	120.00'		(S0°00'00"W 120.00')
L6	N53°59'11"E	395.86'		(S53°58'49"W 395.86')
L7	S73°26'13"E	345.09'		(N73°26'35"W 344.99')
L8	S67°09'34"E	335.57'		
L9	S1°31'58"W	382.90'		
L10	S6°22'49"W	99.64'		
L11	S11°13'39"W	66.91'		
L12	S11°13'39"W	1046.52'		
L13	S10°50'59"W	73.58'		
L14	S8°00'22"W	61.99'		
L15	S1°30'43"E	254.64'		
L16	N78°51'53"W	34.48'		
L17	S80°14'50"W	78.00'		

SAN DIEGUITO ENGINEERING
462 STEVENS AVENUE, SUITE 305
SOLANA BEACH, CA 92075
(858)-345-1149



ANDREW G. KARYDES, P.L.S. 7442

RESOLUTION No. _____

RECORDED _____

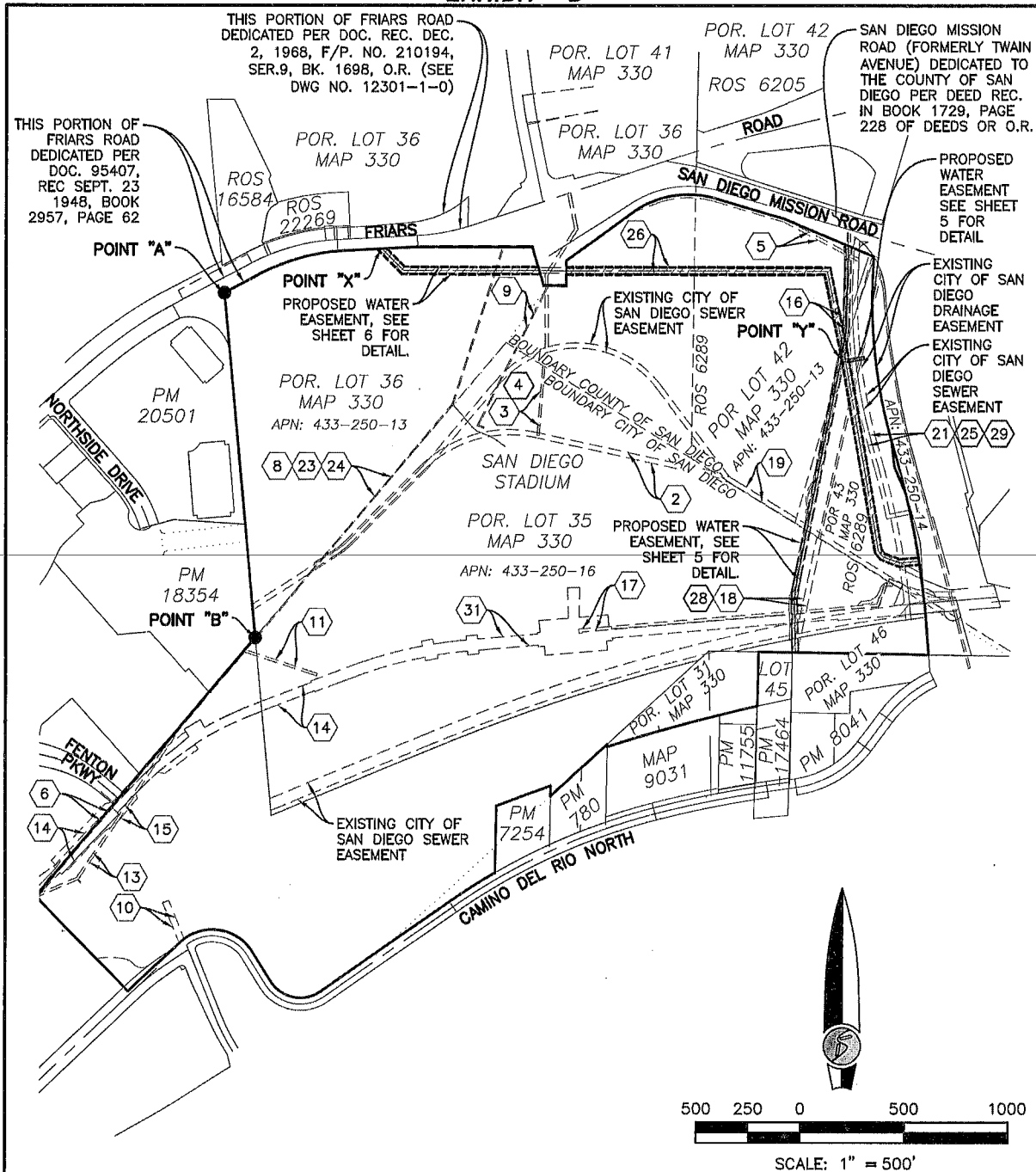
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WATER EASEMENT IN PORTIONS OF LOTS 35, 36, 42 & 43 OF RANCHO MISSION SAN DIEGO, MAP 330

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	PTS
ORIGINAL	MEM				SHEET 3 OF 6 SHEET	653449
						I.O. N/A
					FOR CITY LAND SURVEYOR	1866-6291/6293 1864-6293
					DATE	CCS 83 COORDINATES
						226-1731/1733 224-1733
						NAD 27 COORDINATES
						XXXXX-X-B
STATUS						

EXHIBIT "B"



SAN DIEGUITO ENGINEERING
462 STEVENS AVENUE, SUITE 305
SOLANA BEACH, CA 92075
(858)-345-1149



ANDREW G. KARYDES, P.L.S. 7442

RESOLUTION No. _____

RECORDED

DOCUMENT No. _____

RECORDED

WATER EASEMENT
IN PORTIONS OF LOTS 35, 36, 42 & 43 OF RANCHO MISSION SAN DIEGO, MAP 330

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA		PTS	653449
ORIGINAL	MEM				SHEET 4 OF 6 SHEET		I.O.	N/A
							1866-6291/6293 1864-6293	
							CCS 83 COORDINATES	
					FOR CITY LAND SURVEYOR		DATE	
							226-1731/1733 224-1733	
							NAD 27 COORDINATES	
							XXXXXX-X-B	
				STATUS				

PM 18354
POINT "B"

PM 20501

POINT "A"
P.O.B.

POR. LOT 36
MAP 330
APN: 433-250-13

T.P.O.B.
POINT "X"

PROPOSED 35' WIDE
WATER EASEMENT

SAN DIEGO
STADIUM

POR. LOT 35
MAP 330
APN: 433-250-16

PM 7254

POR 43
MAP 330
APN: 433-250-13

POR LOT 42
MAP 330
APN: 433-250-13

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35'

17.5'

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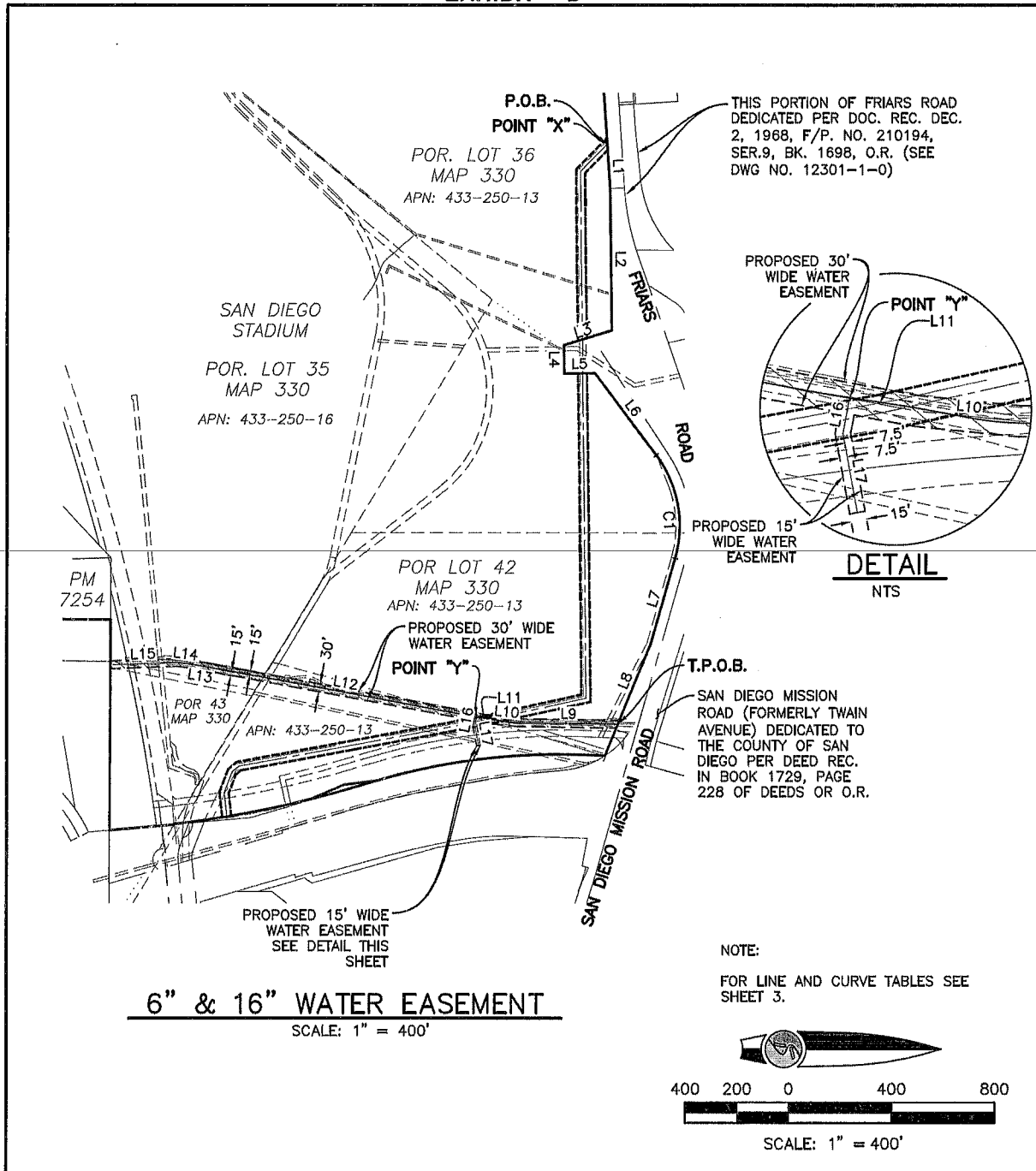
4

A circular seal for a Professional Land Surveyor. The outer ring contains the text "PROFESSIONAL LAND SURVEYOR" at the top and "STATE OF CALIFORNIA" at the bottom, separated by two stars. The center of the seal contains the name "ANDREW G. KARYDES" and the number "NO. 7442".

RESOLUTION No. _____
RECORDED _____
DOCUMENT No. _____
RECORDED _____

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA SHEET 5 OF 6 SHEET FOR CITY LAND SURVEYOR _____ DATE _____ STATUS	PTS 653449
ORIGINAL	MEM					I.O. N/A
						1866-6291/6293 1864-6293
						CCS 83 COORDINATES
						226-1731/1733 224-1733
						NAD 27 COORDINATES
						XXXXX-X-B

EXHIBIT "B"



SAN DIEGUITO ENGINEERING
 462 STEVENS AVENUE, SUITE 305
 SOLANA BEACH, CA 92075
 (858)-345-1149



ANDREW G. KARYDES, P.L.S. 7442

RESOLUTION No. _____
 RECORDED _____
 DOCUMENT No. _____
 RECORDED _____

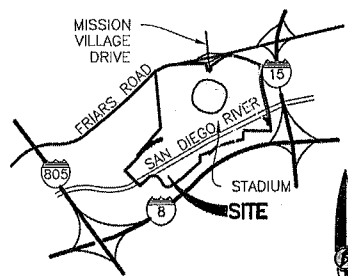
WATER EASEMENT IN PORTIONS OF LOTS 35, 36, 42 & 43 OF RANCHO MISSION SAN DIEGO, MAP 330

DESCRIPTION	BY	APPROVED DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	PTS 653449
ORIGINAL	MEM			SHEET 6 OF 6 SHEET	I.O. N/A
				FOR CITY LAND SURVEYOR DATE	1866-6291/6293 1864-6293
					CCS 83 COORDINATES
					226-1731/1733 224-1733
					NAD 27 COORDINATES
					XXXXX-X-B
STATUS					

EXHIBIT "B"

ASSESSOR'S PARCEL NO'S:

433-250-13
433-250-16
433-250-14



VICINITY MAP

NOT TO SCALE

REFERENCE DRAWINGS

PM 780 PARTITION MAP 348
PM 7254 MAP 9031
PM 8041 MAP 11675
PM 11755 MAP 13858
PM 17464 ROS 6205
PM 18354 ROS 16584
PM 20501 ROS 22269

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS DRAWING IS THE CALIFORNIA COORDINATE SYSTEM, CCS83, ZONE 6, EPOCH 1991.35 AND IS DETERMINED BY G.P.S. MEASUREMENTS TAKEN ON DATE 11/2019 AND WERE ESTABLISHED FROM G.P.S. STATION #160 AND G.P.S. STATION #986 PER RECORD OF SURVEY 14492. THE BEARING FROM G.P.S. STATION #160 TO G.P.S. STATION #986.

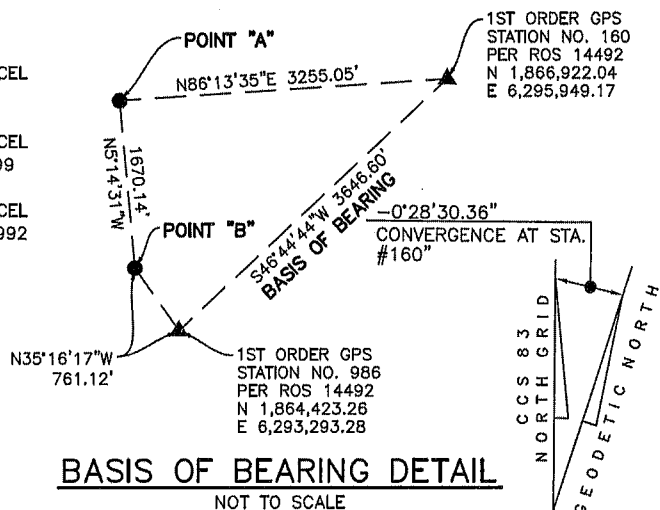
I.E., SOUTH 46°44'44" WEST

LEGEND

- BOUNDARY LINE
- - - - LOT LINE
- P.O.B. POINT OF BEGINNING
- T.P.O.B. TRUE POINT OF BEGINNING
- ||||| SUPPORT INFRASTRUCTURE EASEMENT 706,207 SQ. FT.
- () INDICATES RECORD DATA AS NOTED
- (R1) INDICATES RECORD DATA PER PARCEL MAP 20501, FILED MAY 28, 2008
- (R2) INDICATES RECORD DATA PER PARCEL MAP 18354, FILED OCTOBER 8, 1999
- (R3) INDICATES RECORD DATA PER PARCEL MAP 16988, FILED NOVEMBER 3, 1992

QUOTED BEARINGS FROM REFERENCE MAPS OR DEEDS MAY OR MAY NOT BE IN TERMS OF SAID SYSTEM.

THE COMBINED GRID FACTOR AT G.P.S. STATION #160 IS 1.0000001.
GRID DISTANCE = GROUND DISTANCE X COMBINED GRID FACTOR
G.P.S. STATION #160 NGVD ELEVATION IS 99.30'



BASIS OF BEARING DETAIL

NOT TO SCALE

SAN DIEGUITO ENGINEERING
462 STEVENS AVENUE, SUITE 305
SOLANA BEACH, CA 92075
(858)-345-1149



ANDREW G. KARYDES, P.L.S. 7442

RESOLUTION No. _____
RECORDED _____
DOCUMENT No. _____
RECORDED _____

SUPPORT INFRASTRUCTURE EASEMENT

ALL THAT PORTION OF LOTS 35 OF RANCHO MISSION OF SAN DIEGO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA

DESCRIPTION	BY	APPROVED	DATE	FILED	CITY OF SAN DIEGO, CALIFORNIA	PTS
ORIGINAL	MEM				SHEET 1 OF 4 SHEET	653449
					FOR CITY LAND SURVEYOR	I.O. N/A
					DATE	1862-6291
						CCS 83 COORDINATES
						222-1731
						NAD 27 COORDINATES
						XXXXXX-X-B
STATUS						

EXHIBIT "B"

EASEMENTS:

- 2 SEWER EASEMENT GRANTED TO THE CITY OF SAN DIEGO AS DEDICATED BY RESOLUTION NO. 172241 REC. 08/21/1962 AS INST. NO. 143551, O.R.
- 3 10' WIDE ϕ SEWER EASEMENT GRANTED TO THE CITY OF SAN DIEGO PER INST. NO. 41769, REC. 05/11/1965, O.R..
- 4 10' WIDE ϕ SEWER EASEMENT GRANTED TO THE CITY OF SAN DIEGO PER INST. NO. 122316, REC. 07/02/1965, O.R.
- 5 UTILITY EASEMENTS RESERVED IN VARIOUS INSTRUMENTS: A DEED FROM THE CITY OF SAN DIEGO REC. 04/07/1966 AS FILE NO. 58670, O.R. A DEED FROM THE SAN DIEGO STADIUM AUTHORITY REC. 04/07/1966 AS FILE NO. 58670, O.R. AND AS GRANTED TO THE COUNTY OF SAN DIEGO IN DEED REC 10/06/1967 AS FILE NO. 154829, O.R.
- 6 UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 75014, REC 05/04/1966, O.R. NOTE: PORTION OF EASEMENT ELIMINATED PER INST. 1996-0483912, REC. 09/27/1996, O.R..
- 8 6' WIDE \pm UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST NO. 136452, REC. 08/09/1968, O.R.
- 9 6' WIDE \pm UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO THE SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 136484, REC. 08/09/1968, O.R.
- 11 UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST NO. 78-442063, REC 10/17/1978, O.R.
- 13 UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 1996-0499416, REC. 10/01/1996, O.R.
- 14 RAILROAD EASEMENT GRANTED TO METROPOLITAN TRANSIT DEVELOPMENT BOARD PER INST. NO. 1999-0457574, REC 06/50/1999, O.R.
- 15 SLOPE EASEMENT GRANTED TO METROPOLITAN TRANSIT DEVELOPMENT BOARD PER INST. NO. 1999-0457576, REC. 06/50/1999, O.R.
- 17 UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 2005-0399630, REC 04/09/2005, O.R.
- 23 6' WIDE ϕ PIPE LINE EASEMENT GRANTED TO THE CITY OF SAN DIEGO PER INST. NO. 154832, REC. 10/06/1967, O.R.
- 24 6' WIDE ϕ UNDERGROUND ELECTRICITY STRUCTURES EASEMENT GRANTED TO THE CITY OF SAN DIEGO PER NO. 154834, REC. 10/06/1967, O.R.
- 26 WATER EASEMENT GRANTED TO THE CITY OF SAN DIEGO PER INST. NO. 80-427413, REC. 12/19/1980, O.R.

EASEMENTS:

- 31 UNRECORDED SUBLEASE AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND THE METROPOLITAN TRANSIT DEVELOPMENT BOARD (NOW MTS) PER CITY CLERK DOC. 00-18549 FILED JULY 20, 1998 FOR A LIGHT RAIL TROLLEY SYSTEM.

NON-PLOTTABLE EASEMENTS:

1. PUBLIC ROAD EASEMENT GRANTED TO SAN DIEGO COUNTY PER DOC. REC. 8/22/1896 IN BK. 255, PG. 18 OF DEEDS
2. FILL & SLOPES EASEMENT GRANTED TO CLAUS, INC. PER INST. NO. 169098 IN BK. 7297, PG. 565, REC. 10/14/1958, O.R.
3. UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 85-072816, REC. 05/05/1985, O.R.
4. UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 85-251018, REC. 07/07/1985, O.R.
5. UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 83-271165, REC. 08/04/1983, O.R.
6. UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 83-271166, REC. 08/04/1983, O.R.
7. UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 86-150534, REC. 04/18/1986, O.R.
8. PUBLIC ROAD EASEMENT GRANTED TO COUNTY OF SAN DIEGO IN BK. 287, PG. 408 OF DEEDS UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 85-195414, REC. 06/03/1985, O.R.
9. UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 1995-0118945, REC. 03/22/1995, O.R.

SAN DIEGUITO ENGINEERING
462 STEVENS AVENUE, SUITE 305
SOLANA BEACH, CA 92075
(858)-345-1149



ANDREW G. KARYDES, P.L.S. 7442

RESOLUTION No. _____
RECORDED _____
DOCUMENT No. _____
RECORDED _____

SUPPORT INFRASTRUCTURE EASEMENT

ALL THAT PORTION OF LOTS 35 OF RANCHO MISSION OF SAN DIEGO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	PTS 653449
ORIGINAL	MEM				SHEET 2 OF 4 SHEET	I.O. N/A
						1862-6291
					FOR CITY LAND SURVEYOR DATE	CCS 83 COORDINATES
						222-1731
						NAD 27 COORDINATES
STATUS						

EXHIBIT F-1

Legal Descriptions of Sewer Utility Easements

[Attached]

EXHIBIT "A"
LEGAL DESCRIPTION
8" - 18" GRAVITY SEWER

THOSE PORTIONS OF LOTS 35, AND 36 OF RANCHO MISSION SAN DIEGO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA ACCORDING TO PARTITION MAP THEREOF ON FILE IN CASE NO. 348 OF SUPERIOR COURT IN SAN DIEGO COUNTY ENTITLED JUAN M. LUCO, ET AL. VS. THE COMMERCIAL BANK OF SAN DIEGO, ET AL., FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

A STRIP OF LAND 45.00 FEET IN WIDTH LYING 22.50 FEET, MEASURED AT RIGHT ANGLES, ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF PARCEL 2 AS DESCRIBED IN DEED RECORDED FEBRUARY 25, 1998 AS DOC. NO. 1998-0098902, SAID POINT BEING ON THE SOUTHERLY LINE OF FRIARS ROAD AS DEDICATED TO THE CITY OF SAN DIEGO PER DOCUMENTS NO 210194, BOOK 1698 O.R. AND DOCUMENT 95407, BOOK 2957, PAGE 62; SAID POINT HEREINAFTER REFERRED TO AS POINT 'A'; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE OF FRIARS ROAD NORTH 62°13'09" EAST 193.23 FEET TO THE BEGINNING OF A TANGENT 1000.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 432.61 FEET THROUGH A CENTRAL ANGLE OF 24°47'13"; THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF FRIARS ROAD NORTH 87°00'16" EAST, A DISTANCE OF 347.99 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "X" AND THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 69°16'17" EAST, A DISTANCE OF 55.04 FEET; THENCE SOUTH 78°39'02 EAST, A DISTANCE OF 581.29 FEET; THENCE SOUTH 00°16'49 EAST, A DISTANCE OF 260.29 FEET; THENCE SOUTH 63°21'07 WEST, A DISTANCE OF 255.97 FEET; THENCE SOUTH 67°55'00" WEST, A DISTANCE OF 351.58; THENCE SOUTH 20°50'10" WEST, A DISTANCE OF 501.13 FEET; TO A POINT HEREINAFTER REFERENCED TO AS POINT "Y" AND THE POINT OF TERMINUS.

EASEMENT CONTAINS 51,222.37 SF, MORE OR LESS.

PARCEL B:

ALSO AS A STRIP OF LAND 30 FEET IN WIDTH LYING 15 FEET, MEASURED AT RIGHT ANGLES, ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT POINT "Y" DESCRIBED ABOVE; THENCE SOUTH 19°27'05" WEST, A DISTANCE OF 350.08 FEET; THENCE SOUTH 00°00'03" WEST, A DISTANCE OF 698.80 FEET; THENCE SOUTH 08°43'51" WEST, A DISTANCE OF 351.63 FEET TO THE CENTERLINE OF AN EXISTING 84 INCH - 96 INCH SEWER LINE (NORTH MISSION VALLEY INTERCEPTOR), AND THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID 45.00 FOOT WIDE STRIP OF LAND SHALL BE PROLONGED OR SHORTENED TO TERMINATE NORTHWESTERLY AT SAID SOUTHERLY RIGHT OF WAY LINE OF FRIARS ROAD OF PARCEL 2 AS DESCRIBED IN DEED RECORDED FEBRUARY 25, 1998 AS DOC. NO. 1996-0098902 AND THE SIDELINES OF THE 30.00 FOOT WIDE STRIP OF LAND SHALL BE PROLONGED OR SHORTENED TO TERMINATE SOUTHERLY AT THE NORTHERLY LINE OF THE 65.00 FOOT WIDE EASEMENT FOR THE 84"-96" NORTH MISSION VALLEY INTERCEPTOR DESCRIBED BELOW.

EASEMENT CONTAINS 47,441.87 SF, MORE OR LESS.

EXHIBIT "A"
LEGAL DESCRIPTION
84"-96" NORTH MISSION VALLEY INTERCEPTOR

THOSE PORTIONS OF LOTS 31, 35, 43, AND 46 OF RANCHO MISSION SAN DIEGO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA ACCORDING TO PARTITION MAP THEREOF ON FILE IN CASE NO. 348 OF SUPERIOR COURT IN SAN DIEGO COUNTY ENTITLED JUAN M. LUCO, ET AL. VS. THE COMMERCIAL BANK OF SAN DIEGO, ET AL., FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY, DESCRIBED AS FOLLOWS:

PARCEL D:

A STRIP OF LAND 65.00 FEET IN WIDTH LYING 45.00 FEET NORTHERLY AND 20.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES FROM THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF PARCEL 2 AS DESCRIBED IN DEED RECORDED FEBRUARY 25, 1998 AS DOC. NO. 1998-0098902, SAID POINT BEING ON THE SOUTHERLY LINE OF FRIARS ROAD SAID POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE SOUTH 5°14'49" EAST, A DISTANCE OF 1670.01 FEET ALONG THE WESTERLY LINE OF SAID PARCEL 2 TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF PARCEL MAP NO. 18354, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OCTOBER 8, 1999, SOUTH 40°11'25" WEST, A DISTANCE OF 883.98 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID SOUTHEASTERLY LINE, NORTH 68°20'05" EAST, A DISTANCE OF 511.29 TO THE BEGINNING OF A TANGENT 250.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 276.81 FEET THROUGH A CENTRAL ANGLE OF 63°26'22" TO THE BEGINNING OF A REVERSE 452.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 506.10 FEET THROUGH A CENTRAL ANGLE OF 64°09'11"; THENCE NORTH 67°37'16" EAST, A DISTANCE OF 945.64 FEET; THENCE NORTH 69°50'23" EAST, A DISTANCE OF 133.37 FEET; THENCE NORTH 74°12'00" EAST, A DISTANCE OF 540.20 FEET; THENCE NORTH 76°06'58" EAST, A DISTANCE OF 283.63 FEET; THENCE NORTH 79°24'25" EAST, A DISTANCE OF 297.36 FEET; THENCE NORTH 37°41'18" EAST, A DISTANCE OF 101.69 FEET; THENCE NORTH 81°05'35" EAST, A DISTANCE OF 80.99 FEET; THENCE NORTH 86°58'20" EAST, A DISTANCE OF 358.97 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 15 AND THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID 65.00 FOOT WIDE STRIP OF LAND SHALL BE PROLONGED OR SHORTENED TO TERMINATE NORTHWESTERLY AT THE SOUTHEASTERLY BOUNDARY OF SAID PARCEL MAP NO. 18354, AT THE NORTHERLY AND SOUTHERLY RIGHT-OF-WAY OF SAID PARCEL "A" OF DOC. NO. 1999-0457574 AND EASTERLY AT THE INTERSTATE 15 RIGHT-OF-WAY.

EASEMENT CONTAINS 261,079.85 SF, MORE OR LESS.

ATTACHED HERETO IS A DRAWING NO. - -B LABELED EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

PTS NO: 653449

ANDREW G. KARYDES, P.L.S.

DATE

EXHIBIT "A"
LEGAL DESCRIPTION
36" MURPHY CANYON TRUNK SEWER EASEMENT

THOSE PORTIONS OF LOTS 35, 42 AND 43 OF RANCHO MISSION SAN DIEGO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA ACCORDING TO PARTITION MAP THEREOF ON FILE IN CASE NO. 348 OF SUPERIOR COURT IN SAN DIEGO COUNTY ENTITLED JUAN M. LUCO, ET AL. VS. THE COMMERCIAL BANK OF SAN DIEGO, ET AL., FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY, DESCRIBED AS FOLLOWS:

PARCEL C:

A STRIP OF LAND 50.00 FEET IN WIDTH LYING 40.00 FEET WESTERLY AND 10.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT POINT "X" DESCRIBED ABOVE; THENCE ALONG THE SOUTHERLY LINE OF FRIARS ROAD SOUTH 89°59'32" EAST, A DISTANCE OF 550.56 FEET; THENCE SOUTH 16°26'15" EAST, A DISTANCE OF 194.27 FEET; THENCE SOUTH 89°59'38" EAST, A DISTANCE OF 110.00 FEET; THENCE NORTH 0°00'22" EAST, A DISTANCE OF 120.00 FEET; THENCE NORTH 53°59'11" EAST, A DISTANCE OF 395.86 FEET TO THE BEGINNING OF A TANGENT 460.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, A RADIAL BEARING THROUGH SAID POINT BEARS NORTH 36°00'49" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 422.11 FEET THROUGH A CENTRAL ANGLE OF 52°34'36"; THENCE SOUTH 73°26'13" EAST, A DISTANCE OF 345.09 FEET; THENCE SOUTH 67°09'34" EAST, A DISTANCE OF 457.03 FEET TO **THE TRUE POINT OF BEGINNING**; THENCE SOUTH 8°39'50" WEST, A DISTANCE OF 10.55 FEET; THENCE SOUTH 17°33'47" WEST, A DISTANCE OF 251.22 FEET TO THE BEGINNING OF A NON TANGENT 2580.00 FOOT RADIUS CURVE, CONCAVE EASTERLY, A RADIAL BEARING THROUGH SAID POINT BEARS NORTH 89°14'49" EAST; THENCE CONTINUING SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 697.90 FEET THROUGH A CENTRAL ANGLE OF 15°29'55"; THENCE THE BEGINNING OF A REVERSE 5191.00 FOOT RADIUS CURVE CONCAVE WESTERLY, A RADIAL BEARING THROUGH SAID POINT BEARS SOUTH 74°12'31" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 598.77 FEET THROUGH A CENTRAL ANGLE OF 6°36'32"; THENCE SOUTH 66°07'47" WEST, A DISTANCE OF 78.75 FEET; THENCE SOUTH 38°52'17" WEST, A DISTANCE OF 107.18 FEET TO THE CENTERLINE OF AN EXISTING 84 INCH - 96 INCH SEWER LINE (NORTH MISSION VALLEY INTERCEPTOR), AND THE **POINT OF TERMINUS** .

THE SIDELINES OF SAID 50.00 FOOT WIDE STRIP OF LAND SHALL BE PROLONGED OR SHORTENED TO TERMINATE NORTHWESTERLY AT THE SOUTHERLY LINE OF SAN DIEGO MISSION ROAD AND OF PARCEL 2 AS DESCRIBED IN DEED RECORDED FEBRUARY 25, 1998 AS DOC. NO. 1996-0098902 AND SOUTHERLY AT THE NORTHERLY LINE OF THE 65.00 FOOT WIDE EASEMENT FOR THE 84"-96" NORTH MISSION VALLEY INTERCEPTOR AS DESCRIBED BELOW.

EASEMENT CONTAINS 87,331.88 SF, MORE OR LESS.

EXHIBIT F-2

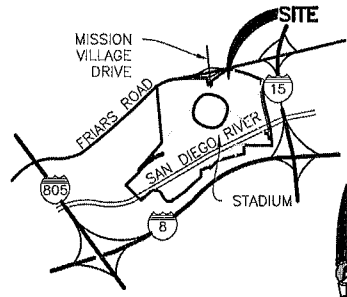
Depictions of Sewer Utility Easements

[Attached]

EXHIBIT "B"

ASSESSOR'S PARCEL NO'S:

433-250-13
433-250-16
433-250-14



VICINITY MAP
NOT TO SCALE

REFERENCE DRAWINGS

PM 780 PARTITION MAP 348
PM 7254 MAP 9031
PM 8041 MAP 11675
PM 11755 MAP 13858
PM 17464 ROS 6205
PM 18354 ROS 16584
PM 20501 ROS 22269

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS DRAWING IS THE CALIFORNIA COORDINATE SYSTEM, CCS83, ZONE 6, EPOCH 1991.35 AND IS DETERMINED BY G.P.S. MEASUREMENTS TAKEN ON DATE 11/2019 AND WERE ESTABLISHED FROM G.P.S. STATION #160 AND G.P.S. STATION #986 PER RECORD OF SURVEY 14492. THE BEARING FROM G.P.S. STATION #160 TO G.P.S. STATION #986.

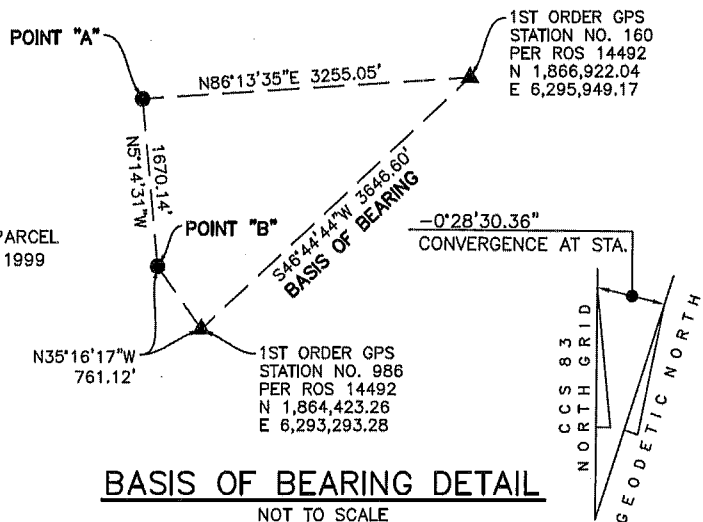
I.E., SOUTH 46°44'44" WEST

LEGEND

- BOUNDARY LINE
- LOT LINE
- T.P.O.B. TRUE POINT OF BEGINNING
- P.O.B. POINT OF BEGINNING
- PROPOSED 8, 18, 36, 84 AND 96 INCH SEWER EASEMENT
- () INDICATES RECORD DATA PER QUITCLAIM DEED REC. 02/25/1998 AS DOC. NO. 1998-0098902, O.R.
- (R1) INDICATES RECORD DATA PER PARCEL MAP 18354, FILED OCTOBER 8, 1999

QUOTED BEARINGS FROM REFERENCE MAPS OR DEEDS MAY OR MAY NOT BE IN TERMS OF SAID SYSTEM.

THE COMBINED GRID FACTOR AT G.P.S. STATION #160 IS 1.0000001.
GRID DISTANCE = GROUND DISTANCE X COMBINED GRID FACTOR
G.P.S. STATION #160 NGVD ELEVATION IS 99.30'



BASIS OF BEARING DETAIL

NOT TO SCALE

SAN DIEGUITO ENGINEERING
462 STEVENS AVENUE, SUITE 305
SOLANA BEACH, CA 92075
(858)-345-1149



ANDREW G. KARYDES, P.L.S. 7442

RESOLUTION No. _____
RECORDED _____
DOCUMENT No. _____
RECORDED _____

SEWER EASEMENT IN PORTIONS OF LOTS 31, 35, 43 AND 45 OF RANCHO MISSION SAN DIEGO, MAP 330

DESCRIPTION	BY	APPROVED DATE	FILED	CITY OF SAN DIEGO, CALIFORNIA	PTS 653449
ORIGINAL	MEM			SHEET 1 OF 7 SHEET	I.O. N/A
				FOR CITY LAND SURVEYOR DATE	1862-6291/1864/1866-6293
					CCS 83 COORDINATES
					222-1731/224/226-1733
					NAD 27 COORDINATES
					XXXXX-X-B
STATUS					

EXHIBIT "B"

EASEMENTS:

- 2 SEWER EASEMENT GRANTED TO THE CITY OF SAN DIEGO AS DEDICATED BY RESOLUTION NO. 172241 REC. 08/21/1962 AS INST. NO. 143551, O.R.
- 3 10' WIDE Q SEWER EASEMENT GRANTED TO THE CITY OF SAN DIEGO PER INST. NO. 41769, REC. 05/11/1965, O.R..
- 4 10' WIDE Q SEWER EASEMENT GRANTED TO THE CITY OF SAN DIEGO PER INST. NO. 122316, REC. 07/02/1965, O.R.
- 5 UTILITY EASEMENTS RESERVED IN VARIOUS INSTRUMENTS: A DEED FROM THE CITY OF SAN DIEGO REC. 04/07/1966 AS FILE NO. 58670, O.R. A DEED FROM THE SAN DIEGO STADIUM AUTHORITY REC. 04/07/1966 AS FILE NO. 58670, O.R. AND AS GRANTED TO THE COUNTY OF SAN DIEGO IN DEED REC 10/06/1967 AS FILE NO. 154829, O.R.
- 6 UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 75014, REC 05/04/1966, O.R. NOTE: PORTION OF EASEMENT ELIMINATED PER INST. 1996-0483912, REC. 09/27/1996, O.R..
- 8 6' WIDE Q UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST NO. 136452, REC. 08/09/1968, O.R.
- 9 6' WIDE Q UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO THE SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 136484, REC. 08/09/1968, O.R.
- 10 DRAINAGE & SLOPE EASEMENT PER INST NO. 166295, REC 09/11/1969, O.R.
- 11 UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST NO. 78-442063, REC 10/17/1978, O.R.
- 13 UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 1996-0499416, REC. 10/01/1996, O.R.
- 14 RAILROAD EASEMENT GRANTED TO METROPOLITAN TRANSIT DEVELOPMENT BOARD PER INST. NO. 1999-0457574, REC 06/50/1999, O.R.
- 15 SLOPE EASEMENT GRANTED TO METROPOLITAN TRANSIT DEVELOPMENT BOARD PER INST. NO. 1999-0457576, REC. 06/50/1999, O.R.
- 16 8' WIDE Q UTILITIES EASEMENT GRANTED TO PACIFIC BELL PER INST. NO. 2000-0049509, REC 01/51/2000, O.R.
- 17 UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 2005-0399630, REC 04/09/2005, O.R.
- 18 10' WIDE Q WATER EASEMENT TO THE CITY OF SAN DIEGO PER DOC. REC. 08/11/1959 IN BOOK 7782, PAGE 64, O.R.
- 19 SEWER EASEMENT GRANTED TO THE CITY OF SAN DIEGO PER INST. NO. 88464, REC. 05/15/1964, O.R.
- 21 20' WIDE Q FUEL LINE EASEMENT TO THE CITY OF SAN DIEGO PER INST. NO. 154851, REC. 10/06/1967, O.R.

- 23 6' WIDE Q PIPE LINE EASEMENT GRANTED TO THE CITY OF SAN DIEGO PER INST. NO. 154832, REC. 10/06/1967, O.R.
- 24 6' WIDE Q UNDERGROUND ELECTRICITY STRUCTURES EASEMENT GRANTED TO THE CITY OF SAN DIEGO PER NO. 154834, REC. 10/06/1967, O.R.
- 25 20' WIDE Q UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 162751, REC. 09/15/1968, O.R.
- 26 WATER EASEMENT GRANTED TO THE CITY OF SAN DIEGO PER INST. NO. 80-427413, REC. 12/19/1980, O.R.
- 28 10' WIDE Q WATER EASEMENT GRANTED TO THE CITY OF SAN DIEGO PER INST. NO. 147521 IN BK. 7782, PG. 64, REC. 07/21/1959 AND RE-RECORDED 08/11/1959 AS INST. 165507 IN BK. 7821, PG. 556, BOTH O.R.
- 29 20' WIDE Q FUEL LINE EASEMENT GRANTED TO THE SAN DIEGO PIPELINE COMPANY PER INST. NO. 162751, REC. 09/19/1968, O.R.
- 31 UNRECORDED SUBLEASE AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND THE METROPOLITAN TRANSIT DEVELOPMENT BOARD (NOW MTS) PER CITY CLERK DOC. NO. 00-18549 FILED JULY 20, 1998 FOR A LIGHT RAIL TROLLEY SYSTEM.

NON-PLOTTABLE EASEMENTS:

1. PUBLIC ROAD EASEMENT GRANTED TO SAN DIEGO COUNTY PER DOC. REC. 8/22/1896 IN BK. 255, PG. 18 OF DEEDS
2. FILL & SLOPES EASEMENT GRANTED TO CLAUS, INC. PER INST. NO. 169098 IN BK. 7297, PG. 565, REC. 10/14/1958, O.R.
3. UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 85-072816, REC. 05/05/1985, O.R.
4. UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 85-251018, REC. 07/07/1985, O.R.
5. UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 83-271165, REC. 08/04/1983, O.R.
6. UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 83-271166, REC. 08/04/1983, O.R.
7. UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 86-150534, REC. 04/18/1986, O.R.
8. PUBLIC ROAD EASEMENT GRANTED TO COUNTY OF SAN DIEGO IN BK. 287, PG. 408 OF DEEDS UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 85-195414, REC. 06/03/1985, O.R.
9. UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 1995-0118945, REC. 03/22/1995, O.R.

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462 STEVENS AVENUE, SUITE 305
SOLANA BEACH, CA 92075
(858)-345-1149



ANDREW G. KARYDES, P.L.S. 7442

RESOLUTION No. _____
RECORDED _____
DOCUMENT No. _____
RECORDED _____

SEWER EASEMENT IN PORTIONS OF LOTS 31, 35, 43 AND 45 OF RANCHO MISSION SAN DIEGO, MAP 330

DESCRIPTION	BY	APPROVED	DATE	FILED	CITY OF SAN DIEGO, CALIFORNIA	PTS
ORIGINAL	MEM				SHEET 2 OF 7 SHEET	653449
						I.O. N/A
					FOR CITY LAND SURVEYOR	1862-6291/1864/1866-6293
					DATE	CCS 83 COORDINATES
						222-1731/224/226-1733
						NAD 27 COORDINATES
						XXXXX-X-B
STATUS						

EXHIBIT "B"

8" & 18" LINE AND CURVE TABLE				
Line #	Bearing/Delta	Length	Radius	Record Data
C1	24°47'13"	432.61'	1000.00	(Δ=24°47'13" L=432.61' R=1000.00')
L1	N62°13'09"E	193.23'		(S62°12'47"W 193.00')
L2	N87°00'16"E	347.99'		(S87°00'00"W 350.18')
L3	S69°16'17"E	55.04'		
L4	S78°39'02"E	581.29'		
L5	S0°16'49"E	260.29'		
L6	S63°21'07"W	255.97'		
L7	S67°55'00"W	351.58'		
L8	S20°50'10"W	501.13'		
L9	S19°27'05"W	350.08'		
L10	S0°00'03"W	698.80'		
L11	S8°43'51"W	351.63'		

36" LINE AND CURVE TABLE				
Line #	Bearing/Delta	Length	Radius	Record Data
C1	52°34'36"	422.11'	460.00	(Δ=52°34'36" L=422.11' R=1000.00')
C2	15°29'55"	697.90'	2580.00	
C3	6°36'32"	598.77'	5191.00	
L1	S89°59'32"E	550.56'		(N90°00'00"W 550.67')
L2	S16°26'15"E	194.27'		(N10°26'46" 194.27')
L3	S89°59'38"E	110.00'		(N90°00'00"W 110.00')
L4	N0°00'22"E	120.00'		(S0°00'00"W 120.00')
L5	N53°59'11"E	395.86'		(S53°58'49"W 395.86')
L6	S73°26'13"E	345.09'		(N73°26'35"W 344.99')
L7	S67°09'34"E	457.03'		
L8	S8°39'50"W	10.55'		
L9	S17°33'47"W	251.22'		
L10	S66°07'47"W	78.75'		
L11	S38°52'17"W	107.18'		

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(858)-345-1149



ANDREW G. KARYDES, P.L.S. 7442

RESOLUTION No. _____

RECORDED _____

DOCUMENT No. _____

RECORDED _____

SEWER EASEMENT IN PORTIONS OF LOTS 31, 35, 43 AND 45 OF RANCHO MISSION SAN DIEGO, MAP 330

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	PTS
ORIGINAL	MEM				SHEET 3 OF 7 SHEET	653449
						I.O. N/A
					FOR CITY LAND SURVEYOR	1862-6291/1864/1866-6293
					DATE	CCS 83 COORDINATES
						222-1731/224/226-1733
						NAD 27 COORDINATES
						XXXXX-X-B
STATUS						

EXHIBIT "B"

84" & 96" LINE AND CURVE TABLE				
Line #	Bearing/Delta	Length	Radius	Record Data
C1	63°26'22"	276.81'	250.00'	
C2	64°09'11"	506.10'	452.00'	
L1	S40°11'25"W	883.98'		(N40°11'25"E R1)
L2	N68°20'05"E	511.29'		
L3	N67°37'16"E	945.64'		
L4	N69°50'23"E	133.37'		
L5	N74°12'00"E	540.20'		
L6	N76°06'58"E	283.63'		
L7	N79°24'25"E	297.36'		
L8	N37°41'18"E	101.69'		
L9	N81°05'35"E	80.99'		
L10	N86°58'20"E	358.97'		

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ANDREW G. KARYDES, P.L.S. 7442

RESOLUTION No. _____

RECORDED _____

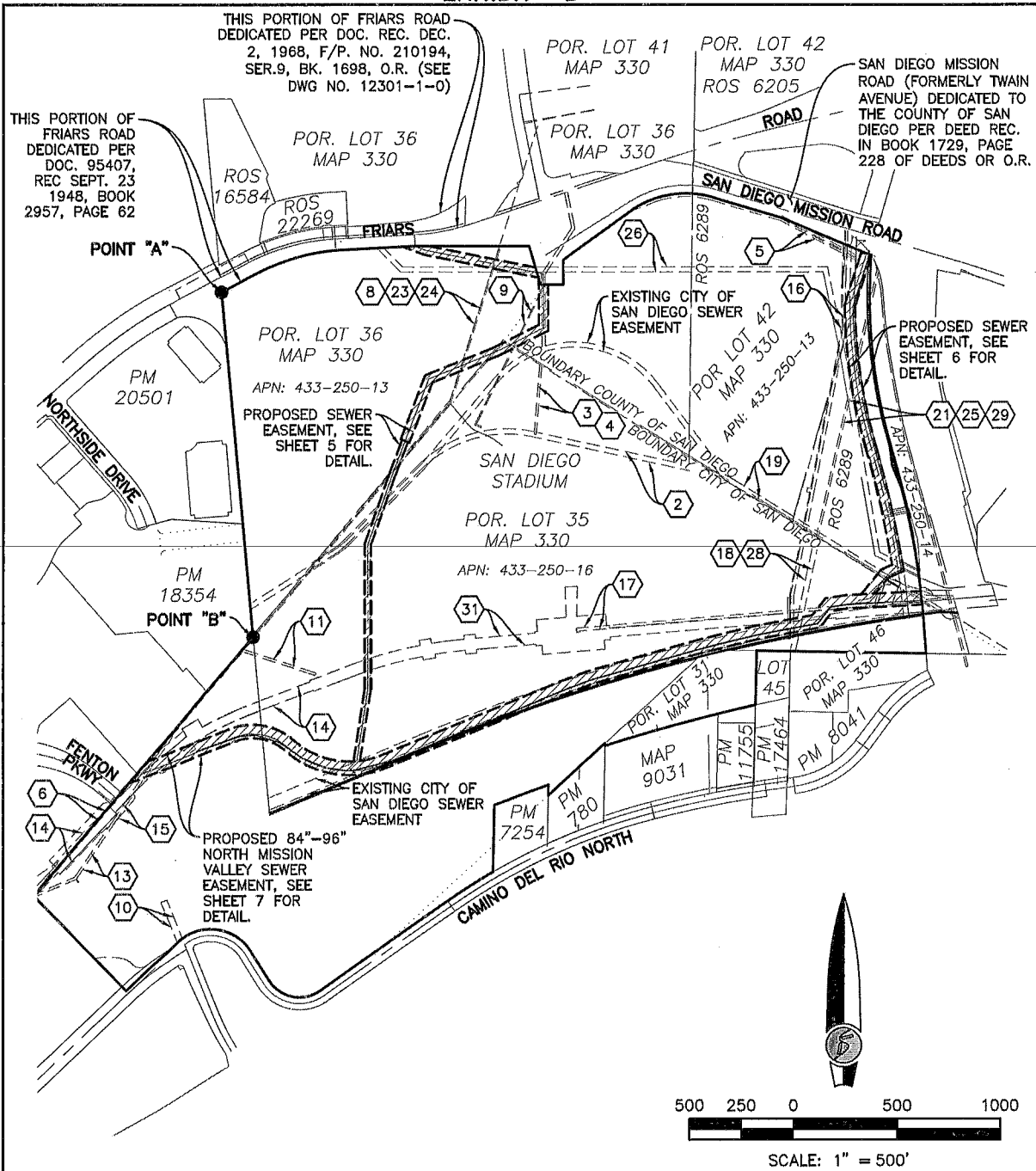
DOCUMENT No. _____

RECORDED _____

SEWER EASEMENT IN PORTIONS OF LOTS 31, 35, 43 AND 45 OF RANCHO MISSION SAN DIEGO, MAP 330

DESCRIPTION	BY	APPROVED DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	PTS 653449
ORIGINAL	MEM			SHEET 4 OF 7 SHEET	I.O. N/A
					1862-6291/1864/1866-6293
				FOR CITY LAND SURVEYOR DATE	CCS 83 COORDINATES
					222-1731/224/226-1733
					NAD 27 COORDINATES
					XXXXX-X-B
STATUS					

EXHIBIT "B"



SAN DIEGUITO ENGINEERING
462 STEVENS AVENUE, SUITE 305
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(858)-345-1149



ANDREW G. KARYDES, P.L.S. 7442

RESOLUTION No. _____

RECORDED

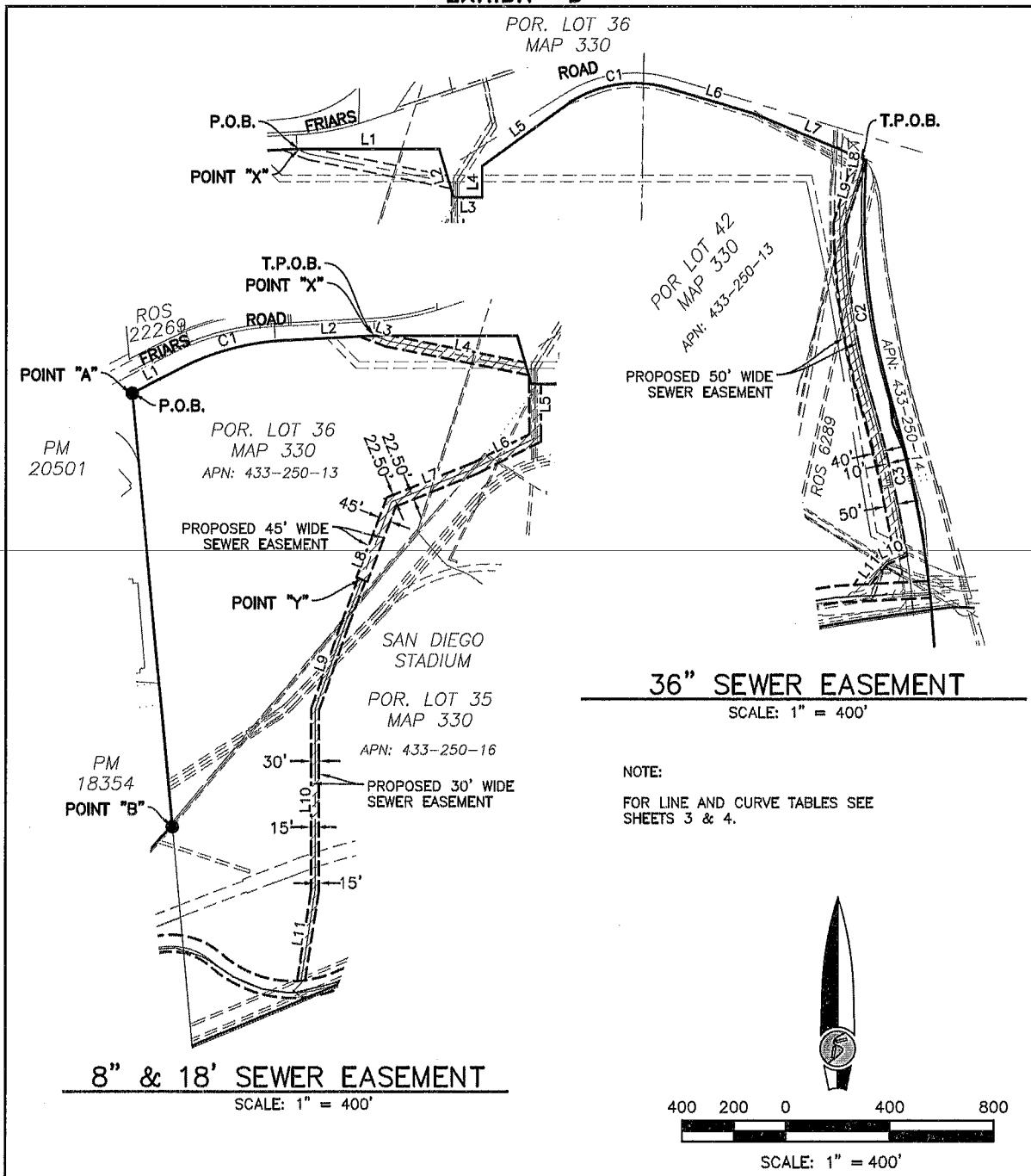
DOCUMENT No. _____

RECORDED

SEWER EASEMENT
IN PORTIONS OF LOTS 31, 35, 43 AND 45 OF RANCHO MISSION SAN DIEGO, MAP 330

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	PTS	653449
ORIGINAL	MEM					SHEET 5 OF 7 SHEET	I.O.
						1862-6291/1864/1866-6293	
					FOR CITY LAND SURVEYOR	DATE	CCS 83 COORDINATES
							222-1731/224/226-1733
							NAD 27 COORDINATES
							XXXXXX-X-B
				STATUS			

EXHIBIT "B"



SAN DIEGUITO ENGINEERING
462 STEVENS AVENUE, SUITE 305
SOLANA BEACH, CA 92075
(858)-345-1149

ANDREW G. KARYDES, P.L.S. 7442

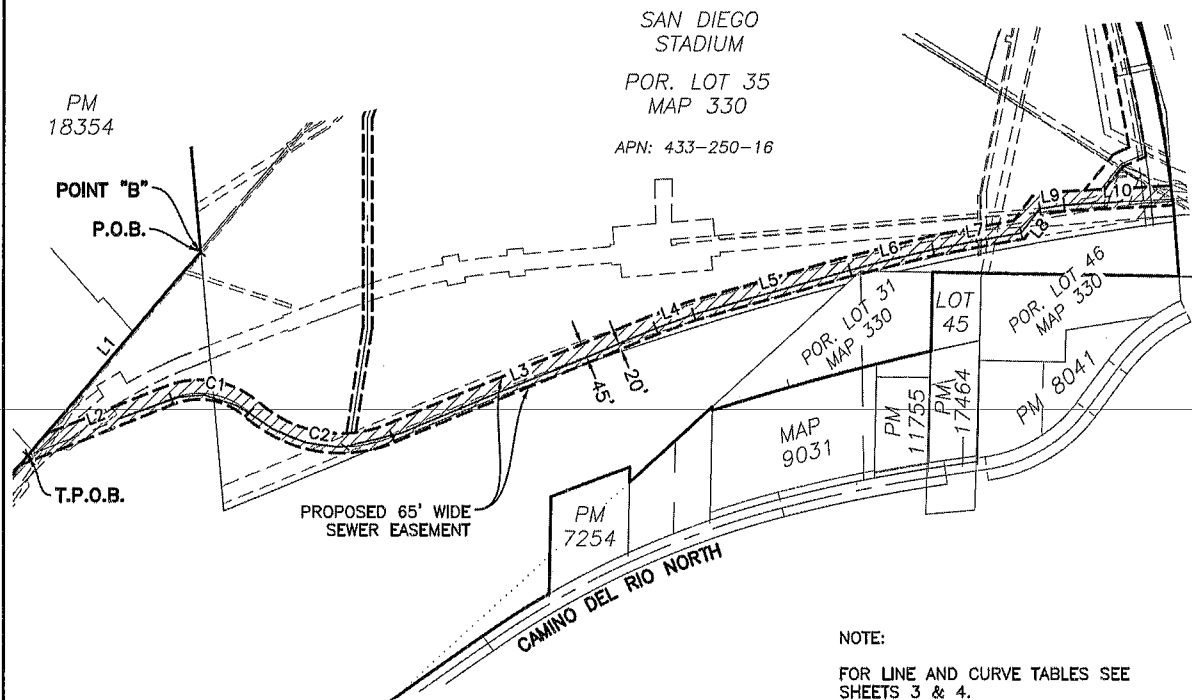


RESOLUTION No. _____
RECORDED _____
DOCUMENT No. _____
RECORDED _____

SEWER EASEMENT IN PORTIONS OF LOTS 31, 35, 43 AND 45 OF RANCHO MISSION SAN DIEGO, MAP 330

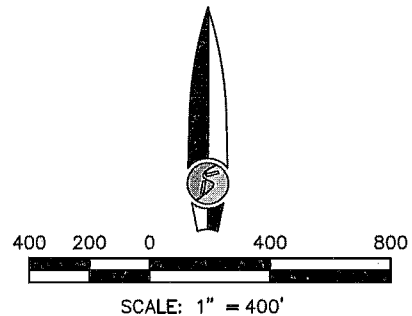
DESCRIPTION	BY	APPROVED DATE	FILED	CITY OF SAN DIEGO, CALIFORNIA	PTS
ORIGINAL	MEM			SHEET 6 OF 7 SHEET	653449
				FOR CITY LAND SURVEYOR	I.O. N/A
				DATE	1862-6291/1864/1866-6293
					CCS 83 COORDINATES
					222-1731/224/226-1733
					NAD 27 COORDINATES
					XXXXX-X-B
STATUS					

EXHIBIT "B"



84" & 96" SEWER EASEMENT

SCALE: 1" = 400'



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RESOLUTION No. _____

RECORDED _____

DOCUMENT No. _____

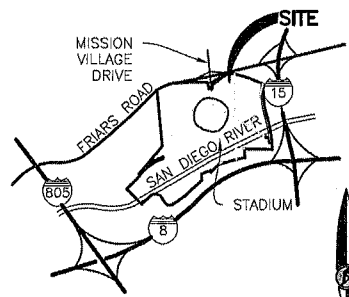
RECORDED _____

SEWER EASEMENT IN PORTIONS OF LOTS 31, 35, 43 AND 45 OF RANCHO MISSION SAN DIEGO, MAP 330

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	PTS
ORIGINAL	MEM				SHEET 7 OF 7 SHEET	653449
						I.O. N/A
						1862-6291/1864/1866-6293
						CCS 83 COORDINATES
						222-1731/224/226-1733
						NAD 27 COORDINATES
						XXXXX-X-B
STATUS						

ASSESSOR'S PARCEL NO'S:

433-250-13
433-250-16
433-250-14



VICINITY MAP
NOT TO SCALE

REFERENCE DRAWINGS

PM 780 PARTITION MAP 348
PM 7254 MAP 9031
PM 8041 MAP 11675
PM 11755 MAP 13858
PM 17464 ROS 6205
PM 18354 ROS 16584
PM 20501 ROS 22269

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS DRAWING IS THE CALIFORNIA COORDINATE SYSTEM, CCS83, ZONE 6, EPOCH 1991.35 AND IS DETERMINED BY G.P.S. MEASUREMENTS TAKEN ON DATE 11/2019 AND WERE ESTABLISHED FROM G.P.S. STATION #160 AND G.P.S. STATION #986 PER RECORD OF SURVEY 14492. THE BEARING FROM G.P.S. STATION #160 TO G.P.S. STATION #986.

I.E., SOUTH 46°44'44" WEST

QUOTED BEARINGS FROM REFERENCE MAPS OR DEEDS MAY OR MAY NOT BE IN TERMS OF SAID SYSTEM.

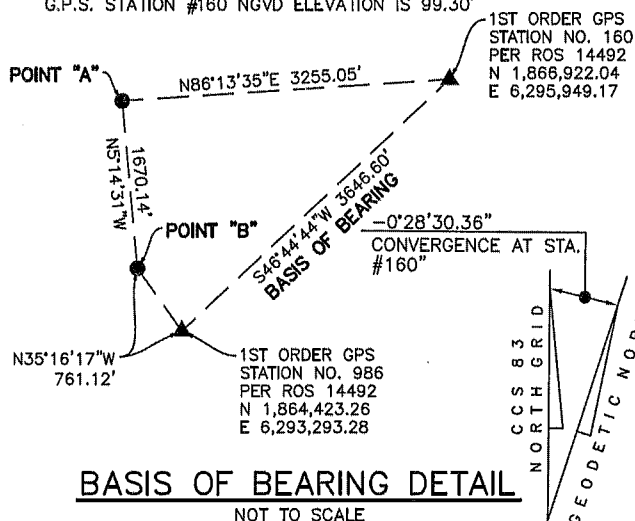
THE COMBINED GRID FACTOR AT G.P.S. STATION #160 IS 1.0000001.

GRID DISTANCE = GROUND DISTANCE X COMBINED GRID FACTOR

G.P.S. STATION #160 NGVD ELEVATION IS 99.30'

LEGEND

- BOUNDARY LINE
LOT LINE
T.P.O.B. TRUE POINT OF BEGINNING
P.O.B. POINT OF BEGINNING
PROPOSED 6, 16 AND 48 INCH WATER EASEMENT
() INDICATES RECORD DATA PER QUITCLAIM DEED REC. 02/25/1998 AS DOC. NO. 1998-0098902, O.R.

BASIS OF BEARING DETAIL

NOT TO SCALE

SAN DIEGUITO ENGINEERING
462 STEVENS AVENUE, SUITE 305
SOLANA BEACH, CA 92075
(858)-345-1149



ANDREW G. KARYDES, P.L.S. 7442

RESOLUTION No. _____

RECORDED _____

DOCUMENT No. _____

RECORDED _____

WATER EASEMENT

IN PORTIONS OF LOTS 35, 36, 42 & 43 OF RANCHO MISSION SAN DIEGO, MAP 330

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	PTS
ORIGINAL	MEM				SHEET 1 OF 6 SHEET	653449
					FOR CITY LAND SURVEYOR	I.O. N/A
					DATE	1866-6291/6293 1864-6293
						CCS 83 COORDINATES
						226-1731/1733 224-1733
						NAD 27 COORDINATES
						XXXXX-X-B
STATUS						

EXHIBIT "B"

EASEMENTS:

- 2 SEWER EASEMENT GRANTED TO THE CITY OF SAN DIEGO AS DEDICATED BY RESOLUTION NO. 172241 REC. 08/21/1962 AS INST. NO. 143551, O.R.
- 3 10' WIDE \odot SEWER EASEMENT GRANTED TO THE CITY OF SAN DIEGO PER INST. NO. 41769, REC. 05/11/1965, O.R..
- 4 10' WIDE \odot SEWER EASEMENT GRANTED TO THE CITY OF SAN DIEGO PER INST. NO. 122316, REC. 07/02/1965, O.R.
- 5 UTILITY EASEMENTS RESERVED IN VARIOUS INSTRUMENTS: A DEED FROM THE CITY OF SAN DIEGO REC. 04/07/1966 AS FILE NO. 58670, O.R.
A DEED FROM THE SAN DIEGO STADIUM AUTHORITY REC. 04/07/1966 AS FILE NO. 58670, O.R. AND AS GRANTED TO THE COUNTY OF SAN DIEGO IN DEED REC 10/06/1967 AS FILE NO. 154829, O.R.
- 6 UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 75014, REC 05/04/1966, O.R.
NOTE: PORTION OF EASEMENT ELIMINATED PER INST. 1996-0483912, REC. 09/27/1996, O.R..
- 8 6' WIDE \odot UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST NO. 136452, REC. 08/09/1968, O.R.
- 9 6' WIDE \odot UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO THE SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 136484, REC. 08/09/1968, O.R.
- 10 DRAINAGE & SLOPE EASEMENT PER INST NO. 166295, REC 09/11/1969, O.R.
- 11 UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST NO. 78-442063, REC 10/17/1978, O.R.
- 13 UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 1996-0499416, REC. 10/01/1996, O.R.
- 14 RAILROAD EASEMENT GRANTED TO METROPOLITAN TRANSIT DEVELOPMENT BOARD PER INST. NO. 1999-0457574, REC 06/50/1999, O.R.
- 15 SLOPE EASEMENT GRANTED TO METROPOLITAN TRANSIT DEVELOPMENT BOARD PER INST. NO. 1999-0457576, REC. 06/50/1999, O.R.
- 16 8' WIDE \odot UTILITIES EASEMENT GRANTED TO PACIFIC BELL PER INST. NO. 2000-0049509, REC 01/51/2000, O.R.
- 17 UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 2005-0399630, REC 04/09/2005, O.R.
- 18 10' WIDE \odot WATER EASEMENT TO THE CITY OF SAN DIEGO PER DOC. REC. 08/11/1959 IN BOOK 7782, PAGE 64, O.R.
- 19 SEWER EASEMENT GRANTED TO THE CITY OF SAN DIEGO PER INST. NO. 88464, REC. 05/15/1964, O.R.
- 21 20' WIDE \odot FUEL LINE EASEMENT TO THE CITY OF SAN DIEGO PER INST. NO. 154851, REC. 10/06/1967, O.R.

- 23 6' WIDE \odot PIPE LINE EASEMENT GRANTED TO THE CITY OF SAN DIEGO PER INST. NO. 154832, REC. 10/06/1967, O.R.
- 24 6' WIDE \odot UNDERGROUND ELECTRICITY STRUCTURES EASEMENT GRANTED TO THE CITY OF SAN DIEGO PER NO. 154834, REC. 10/06/1967, O.R.
- 25 20' WIDE \odot UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 162751, REC. 09/15/1968, O.R.
- 26 WATER EASEMENT GRANTED TO THE CITY OF SAN DIEGO PER INST. NO. 80-427413, REC. 12/19/1980, O.R.
- 28 10' WIDE \odot WATER EASEMENT GRANTED TO THE CITY OF SAN DIEGO PER INST. NO. 147521 IN BK. 7782, PG. 64, REC. 07/21/1959 AND RE-RECORDED 08/11/1959 AS INST. 165507 IN BK. 7821, PG. 556, BOTH O.R.
- 29 20' WIDE \odot FUEL LINE EASEMENT GRANTED TO THE SAN DIEGO PIPELINE COMPANY PER INST. NO. 162751, REC. 09/19/1968, O.R.
- 31 UNRECORDED SUBLEASE AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND THE METROPOLITAN TRANSIT DEVELOPMENT BOARD (NOW MTS) PER CITY CLERK DOC. NO. 00-18549 FILED JULY 20, 1998 FOR A LIGHT RAIL TROLLEY SYSTEM.

NON-PLOTTABLE EASEMENTS:

1. PUBLIC ROAD EASEMENT GRANTED TO SAN DIEGO COUNTY PER DOC. REC. 8/22/1896 IN BK. 255, PG. 18 OF DEEDS
2. FILL & SLOPES EASEMENT GRANTED TO CLAUS, INC. PER INST. NO. 169098 IN BK. 7297, PG. 565, REC. 10/14/1958, O.R.
3. UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 85-072816, REC. 05/05/1985, O.R.
4. UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 85-251018, REC. 07/07/1985, O.R.
5. UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 83-271165, REC. 08/04/1983, O.R.
6. UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 83-271166, REC. 08/04/1983, O.R.
7. UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 86-150534, REC. 04/18/1986, O.R.
8. PUBLIC ROAD EASEMENT GRANTED TO COUNTY OF SAN DIEGO IN BK. 287, PG. 408 OF DEEDS UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 85-195414, REC. 06/03/1985, O.R.
9. UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 1995-0118945, REC. 03/22/1995, O.R.

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RESOLUTION No. _____
RECORDED _____
DOCUMENT No. _____
RECORDED _____

WATER EASEMENT IN PORTIONS OF LOTS 35, 36, 42 & 43 OF RANCHO MISSION SAN DIEGO, MAP 330

DESCRIPTION	BY	APPROVED	DATE	FILED	CITY OF SAN DIEGO, CALIFORNIA	PTS
ORIGINAL	MEM				SHEET 2 OF 6 SHEET	653449
					FOR CITY LAND SURVEYOR	I.O. N/A
					DATE	1866-6291/6293 1864-6293
						CCS 83 COORDINATES
						226-1731/1733 224-1733
						NAD 27 COORDINATES
						XXXXXX-X-B
STATUS						

EXHIBIT G-1

Legal Description of Storm Drain Utility Easement

[Attached]

EXHIBIT G-2

Depiction of Storm Drain Utility Easement

[Attached]