

RECORDING REQUESTED BY
City of National City
1243 National City Blvd.
National City, Ca. 91950

WHEN RECORDED MAIL THIS DEED AND,
UNLESS OTHERWISE SHOWN BELOW,
MAIL TAX STATEMENT TO:

SAME AS ABOVE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §27383

APNs 557-322-09-00 and 557-322-11

The undersigned grantor(s) declare(s):

Document transfer tax is \$ NONE

GRANT OF EASEMENT AND RIGHT OF WAY

This Grant of Easement and Right of Way ("**Agreement**") is made effective as of _____, 2023 ("**Effective Date**") by and between National Plaza LLC, a California Limited Liability Company and Plaza Blvd LLC, a California Limited Liability Company (collectively "**Grantor**") and the City of National City, a California municipal corporation ("**Grantee**") with respect to the following facts:

Recitals

A. National Plaza LLC is the owner of that certain real property in the City of National City, County of San Diego, State of California, identified as Assessor's Parcel No. ("**APN**") 557-322-09-00 (the "**NP Property**").

B. Plaza Blvd LLC is the owner of that certain real property in the City of National City, County of San Diego, State of California, identified as APN 557-322-11-00 (the "**PB Property**").

C. The NP Property and the PB Property are collectively referred to as the "**Property**."

D. The predecessors in interest to National Plaza LLC and Plaza Blvd LLC entered into that certain Supplement to Declaration and Agreement Establishing Protective Covenants, Conditions, and Restrictions and Grant of Easements dated May 24, 1983, and recorded July 1, 1983, as document no. 83-225836 in San Diego County, California ("**Declaration Supplement**"), which contains certain covenants and easements with respect to the Property.

E. National Plaza LLC and certain third parties entered into to that certain Access Easement and Maintenance Agreement dated January 13, 2015, and recorded February 9, 2015, as document no. 2015-0055333 in San Diego County, California ("**Access Agreement**"), which contains certain covenants and easements with respect to the Property.

F. The private street commonly known as a portion of N Avenue and landscaped areas with improvements runs through the Property ("**N Avenue**").

G. Grantee is in the process of obtaining grant funding for its Central Mobility Project ("**Project**") from the California Department of Transportation pursuant to that certain Program Supplement No. U52 to Administering Agency-State Agreement for State Funded Projects No. 00013S, effective March 26, 2020. The Project consists generally of installing a bike path, signage and irrigation and converting N Avenue from a private street into a public street.

H. Grantee desires to acquire an easement over a portion of the Property including N Avenue for use in the Project and Grantor desires that Grantee assume all maintenance and repair obligations over such easement area on the terms and conditions described herein.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee covenant and agree as follows:

1. Grant of Perpetual Easement. Grantor hereby grants and conveys to Grantee a non-exclusive, perpetual easement and right of way (the “**Easement**”) for street and landscaping purposes, including, but not limited to, pedestrian and bike paths, signage, irrigation and such other similar facilities as may be required by law, but specifically not including any underground utilities, with the right to enter upon the Easement Area (defined below) at any time for the installation, construction, removal, replacement, repair, use, operation, inspection, maintenance, or undertaking similar activities, as the Grantee may see fit, for use in connection therewith or appurtenant thereto, in, over, under, along and across that portion of Grantor’s Property more particularly described and/or depicted as follows (the collectively, “**Easement Area**”):

- a. With respect to the NP Property, the Easement Area is more particularly described in Exhibit A and depicted in Exhibit B, both attached hereto and incorporated herein fully by reference; and
- b. With respect to the PB Property, the Easement Area is more particularly described in Exhibit C and depicted in Exhibit D, both attached hereto and incorporated herein fully by reference.

Said Easement Area includes the adjacent curbs and gutters but does not include the sidewalk and retaining wall. The Easement shall not be used in a manner that will unreasonably disrupt or restrict ingress, egress, parking, access, visibility, or business to the shopping center located at 1130-1302 East Plaza Boulevard, in National City, California.

The perpetual Easement includes the right of ingress to, and egress from the Easement Area, and the right at all times to enter in, over and upon the Easement Area and every part thereof to perform the actions stated above by the Grantee and its employees, agents, invitees and contractors with vehicles and equipment.

Grantor reserves from the grant of the Easement the right to continued and unlimited access and use of N Avenue as a road. Grantor and Grantee acknowledge and agree that the foregoing does not conflict with the Easement granted by this Agreement or conflict with or affect the Project.

2. Prior Easement Agreements. Grantor and Grantee acknowledge and agree that this Agreement has no effect on any easements granted or existing pursuant to the Access Agreement or the Declaration Supplement, and that any binding covenants and easements in the Access Easement or the Declaration Supplement shall remain in effect; provided, however, that to the extent any terms and provisions in the Access Easement or the Declaration Supplement are inconsistent with or contrary to any terms or provisions of this Agreement related to maintenance and repair, sharing of costs, insurance, or indemnity, this Agreement shall prevail and supersede. Grantor and Grantee hereby agree that there shall be no barriers between Parcels 5 and 11 of Parcel Map 12079, and that there shall be a free flow of vehicular and pedestrian traffic between said Parcel 5, Parcel 11, and Parcels 1 through 8 of Parcel Map 12079.

3. Grantor's Responsibilities. The Grantor and the Grantor’s heirs, successors, and assigns shall not place nor permit to be placed on the Easement Area any building, structure, landscaping or other improvement, nor do or allow to be done anything that may interfere with the full enjoyment by the Grantee of the rights herein granted. Prior to Grantee removing any building, structure, landscaping or other improvement that Grantee believes interferes with its full enjoyment of the rights herein granted, Grantee shall provide Grantor notice and a reasonable time to cure the interference. In the event Grantor does not reasonably cure the interference, Grantee may remove, at Grantor’s sole and reasonable expense, any such building, structure, landscaping or other improvement that may interfere with the Project or

any of the rights herein granted. Notwithstanding the foregoing, Grantee accepts the Easement Area in its current as is condition.

4. Grantee's Responsibilities. Grantee shall undertake, at Grantee's sole expense, all construction and installation work in the Easement Area. At Grantee's sole expense, Grantee shall maintain, repair and replace all street section, road surface, road striping, markings, signage, landscaping, irrigation, gutters, curbs, and related improvements in the landscape portions of Easement Area identified in the Exhibit E and Exhibit F, both attached hereto and incorporated herein fully by reference. This easement excludes the sidewalks and retaining wall identified on the Exhibit D. Grantee shall maintain the Easement Area in clean and safe condition, and in at least the same or better condition as the rest of the Property, and shall have the right to install trees, plants, shrubbery, groundcover, landscaping and irrigation within the Easement Area, which shall be maintained at Grantee's sole expense.

5. Title and Lease Warranty. Each Grantor for itself only, represents and warrants that such Grantor is not under contract with any other party for the sale or other conveyance of the Property owned by such party, that there are no oral or written leases in effect with respect to any portion of the Property owned by such party, except those set forth below:

- i. As to the NP Property,
 - a. That certain Lease by and between National Plaza, LLC and Smart & Final Stores LLC, dated June 30, 2009 concerning approximately 40,822 rentable square feet of space located at the NP Property (the "Leased Premises"), as amended by that First Amendment to Lease dated March 6, 2013 and the Second Amendment to Lease dated January 1, 2022; and
 - b. That certain Sublease Agreement by and between Smart & Final Stores LLC and DVA Renal Healthcare, Inc. dated October 9, 2020 concerning approximately 18,270 rentable square feet of space located within the Leased Premises, as supplemented by that certain Commencement Date Memorandum dated January 12, 2021 and as amended by the First Amendment to Sublease dated September 2, 2021 and the Second Amendment to Sublease Re: Access Ramps and Trash Enclosure dated January 1, 2022.

Plaza Blvd LLC represents and warrants that (a) it is the sole fee owner of the PB Property, (b) Olive APT. L.P. has no right, title or interest in the PB Property and (c) there are no property interests, liens, encumbrances or clouds against title except as identified in the amended title report for the PB Property issued by Commonwealth Land Title Company dated November 7, 2022, Amendment Date November 11, 2022. National Plaza LLC represents and warrants that it is the sole fee owner of the NP Property and, to its knowledge, there are no property interests, liens, encumbrances or clouds against title except as identified in the title report for the NP Property issued by Commonwealth Land Title Company dated October 17, 2022. Each Grantor agrees to indemnify, defend (with counsel reasonably approved by Grantee), hold harmless and reimburse Grantee and Grantee's elected and appointed officials, officers, representatives, agents and employees from and against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities and expenses, including without limitation reasonable attorneys' fees, incurred as a result of the failure of any of such Grantor's representations or warranties contained in this section to be correct. The provisions of this Section 5 shall survive any close of escrow and recordation of this Agreement.

6. Indemnification by Grantee. Grantee shall hold harmless, defend (with counsel reasonably acceptable to Grantor) and indemnify Grantor, and Grantor's principals, members, managers, and agents (including any manager or director of the Property common areas under the Declaration Supplement) (collectively "Indemnitees"), from and against all claims, losses, injuries, damages, fines, penalties, costs, proceedings, and attorney fees, arising out of or relating to the Easement and/or the Easement Area and/or the use, maintenance, repair and improvement of the Easement and/or Easement Area, except to the extent caused by the gross negligence or willful misconduct of any Indemnitee.

7. Waiver. Grantor, for itself, its heirs, successors and assigns, hereby waives any and all claims for severance damages which may accrue to the Property by reason of this grant

of Easement. Grantor acknowledges for itself, its heirs, successors and assigns, that it has been advised to seek advice of counsel on the issue of waiver of severance damages and has either done so or has chosen not to do so despite being given such advice.

8. Miscellaneous.

a. Notices. All notices to be sent pursuant to this Agreement shall be made in writing, and sent to the parties at their respective addresses specified below or to such other address as a party may designate by written notice delivered to the other party in accordance with this Section.

Grantor:

National Plaza LLC
PO Box 4089
Los Altos, Ca 94024
Emails: roskouy@yahoo.com,
Rasoul@OskouyGroup.com

Attention: Rasoul Oskouy

Grantor:

Plaza Blvd LLC
9819 Mira Mesa Boulevard
San Diego, CA 92131
allpropertyman@yahoo.com

Attention: Nicole Shah

Grantee:

City Hall, City of National City
Department of Public Works and Engineering
1234 National City Boulevard
National City, CA 91950
Attention: City Engineer

b. Entire Agreement. This Agreement constitutes the entire understanding of Grantor and Grantee with respect to the subject matter hereof and supersedes all prior oral or written communications with respect thereto.

c. Amendment. This Agreement may be terminated or modified only by the written consent of the Grantor and Grantee or their successors or assigns, evidenced by a document that has been fully executed, acknowledged and recorded in the Official Records of County of San Diego County, California ("**Official Records**").

d. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held by a court of competent jurisdiction, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

e. Runs with the Land. The covenants herein shall run with the land and insure to the benefit of and be binding upon heirs, successors and assigns. Following execution by all parties, this Agreement shall be recorded in the Official Records.

f. Assignment. Subject to Grantor's prior written consent not to be unreasonably withheld or delayed, Grantee may assign its rights and obligations hereunder to any third party. Any such assignment may, at the election of the assignee, be evidenced by an assignment document, which may be recorded in the Official

Records. Grantor consents to any approved subsequent assignment recorded against the Property to reflect such assignment by Grantee.

g. Further Assurances. The parties agree to execute, acknowledge and deliver to the other such other documents and instruments, and to undertake such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.

h. Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement shall be filed in the Superior Court of San Diego County, California and Grantor hereby waives any rights to removal under Code of Civil Procedure section 394.

i. Captions. The section headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained.

j. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

k. Attorney Fees and Costs. In any legal action, dispute, lawsuit, arbitration or other proceeding between or among any parties to this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs, including with respect to any appeal.

l. Signatory Authority. Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity that it purports to bind and that all actions have been taken to provide that authority. Each person executing this Agreement shall defend and indemnify the parties should the foregoing representation and warranty be false.

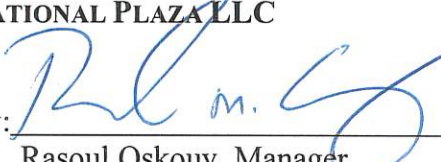
IN WITNESS WHEREOF, the duly authorized representatives of the Grantor and Grantee have executed this Agreement as of the date first written above.

GRANTOR

GRANTEE

NATIONAL PLAZA LLC


CITY OF NATIONAL CITY

By: 
Rasoul Oskouy, Manager

By: _____
Brad Raulston, City Manager

PLAZA BLVD LLC

APPROVED AS TO FORM:

By: 
~~Nicole Shah~~, Manager
Alex Shah

By: _____
Barry Schultz, City Attorney

ATTEST:

By: _____
Shelley Chapel, Interim City Clerk

[NOTARIZATION CERTIFICATES ATTACHED]

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed above is hereby accepted by order of the City Council of the City of National City pursuant to City Council Resolution No. _____ dated _____, 2022 and the Grantee consents to recordation thereof by its duly authorized officer.

CITY OF NATIONAL CITY,
a California municipal corporation

By: _____
Brad Raulston, City Manager

Dated: _____

STATE OF CALIFORNIA)

COUNTY OF San Diego)

On 11/29, 2022, before me, A Ramirez Tillman, (here insert name and title of the officer), personally appeared Alex Shah, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)



STATE OF CALIFORNIA)

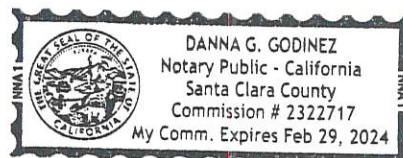
COUNTY OF Santa Clara)

On 12/19, 2022, before me, Danna G. Godinez, notary public, (here insert name and title of the officer), personally appeared Rasoul Mirzazadeh Oskouy, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)



STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, 20__, before me, _____, (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"
LEGAL DESCRIPTION EASEMENT FOR STREET RIGHT OF WAY

ALL THAT PORTION OF PARCELS 5 AND 7, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO PARCEL MAP NO. 12079, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY APRIL 27, 1982, AS FILE NO. 82-124159, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF PARCEL 7 OF SAID PARCEL MAP NO. 12079 SAID POINT BEING IN THE SOUTHERLY LINE OF PLAZA BOULEVARD HAVING A HALFWIDTH OF 52.00 FEET;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 7 AND THE SOUTHERLY LINE OF PLAZA BOULEVARD, NORTH 78°46'51" WEST (RECORD NORTH 79°46'05" WEST) A DISTANCE OF 36.51 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 30.67 FEET, A RADIAL TO SAID POINT BEARS NORTH 56°14'25" EAST, THENCE SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 24.11 FEET THROUGH A CENTRAL ANGLE OF 45°02'40";

THENCE SOUTH 11°17'05" WEST A DISTANCE OF 146.27 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 392.43 FEET, A RADIAL TO SAID POINT BEARS SOUTH 78°42'55" EAST, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 34.47 FEET THROUGH A CENTRAL ANGLE OF 05°02'00" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE WESTERLY HAVING A RADIUS OF 132.48 FEET, A RADIAL TO SAID POINT BEARS SOUTH 73°40'55" EAST, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 49.33 FEET THROUGH A CENTRAL ANGLE OF 21°20'08" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 64.72 FEET, A RADIAL TO SAID POINT BEARS SOUTH 52°20'48" EAST, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 20.82 FEET THROUGH A CENTRAL ANGLE OF 18°25'38";

THENCE SOUTH 56°04'51" WEST A DISTANCE OF 68.90 FEET;

THENCE SOUTH 63°05'07" WEST A DISTANCE OF 39.14 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 202.00 FEET, A RADIAL TO SAID POINT BEARS NORTH 26°54'52" WEST, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 104.35 FEET THROUGH A CENTRAL ANGLE OF 29°35'52"; TO A POINT OF A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 12.18 FEET, A RADIAL TO SAID POINT BEARS SOUTH 56°30'44" EAST, THENCE SOUTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 6.25 FEET THROUGH A CENTRAL ANGLE OF 29°24'51";

THENCE SOUTH 18°58'52" WEST A DISTANCE OF 58.46 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 17.00 FEET, A RADIAL TO SAID POINT BEARS NORTH 66°15'40" EAST, THENCE SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 9.18 FEET THROUGH A CENTRAL ANGLE OF 30°57'04"; TO A POINT OF A REVERSE CURVE;

CONCAVE EASTERLY HAVING A RADIUS OF 278.00 FEET, A RADIAL TO SAID POINT BEARS NORTH 82°47'16" WEST, THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 96.87 FEET THROUGH A CENTRAL ANGLE OF 19°57'54";

THENCE SOUTH 12°45'11" EAST A DISTANCE OF 424.67 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL 5 SAID POINT BEING IN THE NORTHERLY LINE OF "L" AVENUE AS SHOWN ON PARCEL MAP NO. 12079;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 5 NORTH 72°06'46" EAST (RECORD NORTH 71°07'32" EAST) A DISTANCE OF 21.76 FEET;

THENCE LEAVING SAID SOUTHERLY LINE OF SAID PARCEL 5 AND NORTHERLY LINE OF "L" AVENUE NORTH 12°47'20" WEST A DISTANCE OF 424.36 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 255.00 FEET, A RADIAL TO SAID POINT BEARS SOUTH 77°12'40" WEST, THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 65.59 FEET THROUGH A CENTRAL ANGLE OF 14°44'13"; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 168.00 FEET, A RADIAL TO SAID POINT BEARS NORTH 85°32'07" WEST, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 171.85 FEET THROUGH A CENTRAL ANGLE OF 58°36'29";

THENCE NORTH 63°04'22" EAST A DISTANCE OF 109.63 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 156.50 FEET, A RADIAL TO SAID POINT BEARS SOUTH 26°55'38" EAST, THENCE NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 141.51 FEET THROUGH A CENTRAL ANGLE OF 51°48'32";

THENCE NORTH 11°15'50" EAST A DISTANCE OF 148.35 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 29.50 FEET, A RADIAL TO SAID POINT BEARS NORTH 78°44'10" WEST, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 26.36 FEET THROUGH A CENTRAL ANGLE OF 51°11'55" TO A POINT IN THE NORTHERLY LINE OF SAID PARCEL 5 AND THE SOUTHERLY LINE OF PLAZA BOULEVARD;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 5, NORTH 78°46'51" WEST (RECORD NORTH 79°46'05" WEST) A DISTANCE OF 38.89 FEET TO THE POINT OF BEGINNING.

EASEMENT AREA: 34,070 SF

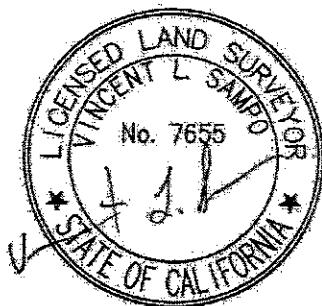
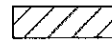


EXHIBIT "B"

EASEMENT FOR STREET RIGHT-OF-WAY

SHEET 1 OF 1

LEGEND:



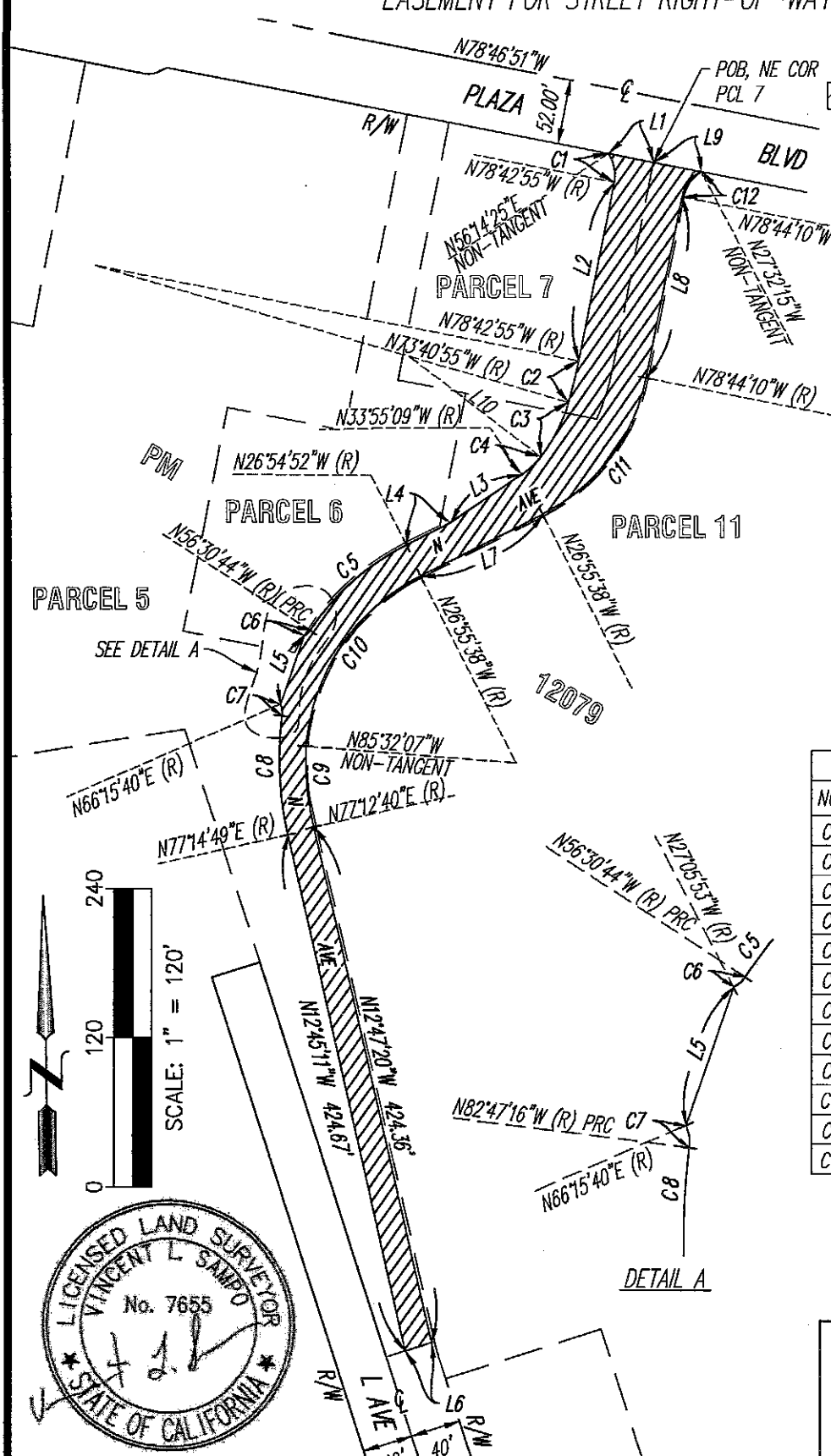
EASEMENT FOR STREET RIGHT OF WAY GRANTED TO THE CITY OF NATIONAL CITY HEREDON. AREA: 34,070 SF

NOTES:

1. BASIS OF BEARINGS IS THE CALIFORNIA COORDINATE SYSTEM NAD83, ZONE 6 BETWEEN POINT NUMBERS 1236 AND 1237 AS SHOWN ON ROS 14492. EPOCH 1991.35

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	N78°46'51"W	L=36.51'
L2	N11°17'05"E	L=146.27'
L3	N56°04'51"E	L=68.90'
L4	N63°05'07"E	L=39.14'
L5	N18°58'52"E	L=58.46'
L6	N72°06'46"E	L=21.76'
L7	N63°04'22"E	L=109.63'
L8	N11°15'50"E	L=148.35'
L9	N78°46'51"W	L=38.89'
L10	N52°20'48"W	-

CURVE DATA TABLE			
NO.	Δ/BEARING	RADIUS	LENGTH
C1	Δ=45°02'40"	R=30.67'	24.11'
C2	Δ=05°02'00"	R=392.43'	34.47'
C3	Δ=21°20'08"	R=132.48'	49.33'
C4	Δ=18°25'38"	R=64.72'	20.82'
C5	Δ=29°35'52"	R=202.00'	104.35'
C6	Δ=29°24'51"	R=12.18'	6.25'
C7	Δ=30°57'04"	R=17.00'	9.18'
C8	Δ=19°57'54"	R=278.00'	96.87'
C9	Δ=14°44'13"	R=255.00'	65.59'
C10	Δ=58°36'29"	R=168.00'	171.85'
C11	Δ=51°48'32"	R=156.50'	141.51'
C12	Δ=51°11'55"	R=29.50'	26.36'



JN: 11-118 10-20-21

SAMPO
ENGINEERING, INC.

171 SAXONY ROAD, SUITE 213, ENCINITAS, CA 92024
TEL: (760) 436-0660 FAX: (760) 436-0659

EXHIBIT "C"

EASEMENT AREA FOR LANDSCAPING

ALL THAT PORTION OF PARCELS 5, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO PARCEL MAP NO. 12079, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY APRIL 27, 1982, AS FILE NO. 82-124159, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY SOUTHWEST CORNER OF PARCEL 5 OF SAID PARCEL MAP NO. 12079; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 5, NORTH 72°06'46" EAST A DISTANCE OF 14.58 FEET;

THENCE LEAVING SAID SOUTHERLY LINE, NORTH 12°45'11" WEST A DISTANCE OF 293.76 FEET;

THENCE SOUTH 77°14'49" WEST A DISTANCE OF 4.80 FEET;

THENCE NORTH 12°45'11" WEST A DISTANCE OF 197.61 FEET;

THENCE NORTH 77°14'49" EAST A DISTANCE OF 12.86 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 279.20 FEET, A RADIAL TO SAID POINT BEARS NORTH 88°57'17" WEST;

THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 29.12 FEET THROUGH A CENTRAL ANGLE OF 5°58'36", TO A POINT OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 19.00 FEET, A RADIAL TO SAID POINT BEARS NORTH 82°58'41" WEST

THENCE NORTHEASTERLY, NORTHERLY, NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 34.23 FEET THROUGH A CENTRAL ANGLE OF 103°13'26";

THENCE SOUTH 83°47'53" WEST A DISTANCE OF 63.49 FEET;

THENCE SOUTH 17°41'31" EAST A DISTANCE OF 26.13 FEET TO AN ANGLE POINT IN THE SOUTHWESTERLY LINE OF SAID PARCEL 5;

THENCE CONTINUING SOUTH 17°41'31" EAST A DISTANCE OF 529.02 FEET TO THE POINT OF BEGINNING;

THE DESCRIBED AREA CONTAINS 20,771 SF MORE OR LESS

EXHIBIT "D"
LANDSCAPE AREA - DIAGRAM

EXHIBIT "D"

