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California State Lands Commission

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California State Lands Commission
100 Howe Avenue, Suite 100 - South
Sacramento, CA 95825-8202

Attn: Curtis L. Fossum - Senior Staff Counsel
(916) 574-1828 / fax 1855 / fossumc@slc.ca.gov
STATE OF CALIFORNIA - OFFICIAL BUSINESS

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1999-0845732

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**SAN DIEGO UNIFIED PORT DISTRICT / CALIFORNIA STATE
LANDS COMMISSION / BFGOODRICH
EXCHANGE AGREEMENT**

The parties to this Agreement, dated December 16, 1999 are the State of California, acting by and through the California State Lands Commission, hereinafter "STATE", the San Diego Unified Port District, as trustee pursuant to Chapter 67, Statutes of 1962, 1st Extraordinary Session, as amended, hereinafter "PORT", and Rohr, Inc., operating as BFGoodrich Aerospace Aerostructures Group, a Delaware corporation and wholly owned subsidiary of The B.F. Goodrich Company, hereinafter "BFG", the above collectively referred to as "Parties".

RECITALS

A. Upon its admission to the United States of America on September 9, 1850, the State, by virtue of its sovereignty under the Equal Footing Doctrine of the Constitution of the United States, received in trust for the people of California all right, title, and interest in previously ungranted tidelands and submerged lands within its boundaries for certain public trust purposes including but not limited to commerce, navigation, and fisheries.

B. Pursuant to the provisions of Division 6 of the Public Resources Code, including Sections 6216 and 6301, the California State Lands Commission is vested with all jurisdiction and authority as to the right, title, and interest in all ungranted tidelands and submerged lands held by the State in trust for the benefit of all the people of the State and the reversionary and residual interest of the State as to public trust lands legislatively granted to local governments.

C. The PORT is trustee of tide and submerged lands granted to it by the Legislature by Chapter 67, Statutes of 1962, 1st Extraordinary Session, as amended and successor trustee to the City of Chula Vista which received title to the tide and submerged lands within the Subject Property, as described below, in 1926.

D. This Agreement concerns certain parcels of real property in the City of Chula Vista, County of San Diego, State of California, referred to throughout this Agreement, for convenience, as the "Subject Property". The Subject Property consists of several parcels of land historically in and adjacent to South San Diego Bay and is shown for reference purposes only on Exhibit A. The Subject Property includes the trust termination PORT PARCELS 1-3 (as described in Exhibits B 1-3) and the BFG PARCELS 1-2 (described in Exhibits C 1-2). Exhibits A through L are attached to this Agreement and are incorporated herein by this reference.

E. PORT and BFG are parties to that certain "RELOCATION AGREEMENT by and among the CITY OF CHULA VISTA, REDEVELOPMENT AGENCY OF THE CITY OF CHULA VISTA, SAN DIEGO UNIFIED PORT DISTRICT and ROHR, INC., operating as BFGOODRICH AEROSPACE AEROSTRUCTURES GROUP" made and entered into July 13, 1999 as amended on November 1, 1999 (RELOCATION AGREEMENT), pursuant to which PORT has agreed, *inter alia*, to acquire from BFG those portions of the Subject Property described in Exhibits C-1 and C-2 (BFG PARCELS) for certain consideration, including but not limited to the transfer of the PORT PARCELS (Exhibits B 1-3) from the PORT to BFG.

F. PORT has requested that STATE review the proposed property acquisition provided for in the RELOCATION AGREEMENT pursuant to Section 30.5 of Chapter 67, Statutes of 1962, 1ST Ex. Sess., as added by Chapter 399, Statutes of 1996.

G. PORT has also requested that STATE assist in facilitating the proposed exchange by STATE accepting title to PORT PARCELS 1-3 from the PORT and subsequently terminating the public trust interest of the state and exchanging those parcels with BFG for the BFG PARCELS 1 and 2 pursuant to Public Resources Code Section 6307.

H. PORT and STATE also agree, upon closing of escrow, to simultaneously enter into a 49-year lease for the parcels acquired from BFG.

I. PORT agrees that it will indemnify and hold STATE harmless from any and all claims and liability that might arise from the transaction or the lands involved in the transaction, subject to BFG's acknowledgement set forth in paragraph III. E.

J. The RELOCATION AGREEMENT, which provides for the exchange of certain lands, the payment by PORT to BFG of additional cash consideration, and the adoption of certain additional obligations by the respective parties, is not superseded by this Agreement and thus remains the governing document between those parties, except for the provisions of Sections 3.1.1 (a), 3.1.2 (a), 3.1.3 (a) of the RELOCATION AGREEMENT relating to the title to and transfer of ownership of the lands within the Subject Property.

K. BFG PARCELS (Exhibit C-1 and C-2) are lands located within the Mexican land grant *Rancho de la Nacion* which was granted on December 11, 1845 to Juan Foster by Governor Pio Pico, confirmed by the United States District Court, surveyed by the United States in 1858 and patented by the United States on February 27, 1866.

L. The bayward boundary of BFG PARCEL 1 (Exhibit C-1) and the landward boundary of the PORT PARCELS 1 and 2 (Exhibits B -1 and B-2) were established by a boundary line agreement (BLA 9), dated December 18, 1950 and recorded June 22, 1953 in Book 4897, Page 408-412 Official Records of San Diego County, locating the Ordinary High Water Mark of 1905 (as surveyed by D'Hemmecourt) as the common boundary.

M. BLA 9 was entered into between the upland owners of land within *Rancho de la Nacion* (including Rohr Aircraft Corp.) and the City of Chula Vista as trustee of the tide and submerged lands granted to it by Chapter 120, Statutes of 1926 as amended (predecessor to the PORT, which became trustee in 1962). BLA 9 was approved by the California State Lands Commission as Minute Item 16 at the Commission's meeting of January 18, 1950.

N. PORT PARCEL 3 described in Exhibit B-3 (SDG&E Parcel) is located within *Rancho de la Nacion* and as such was not public trust lands held by the PORT until its acquisition by the PORT, as part of the acquisition of the South Bay Power Plant from SDG&E in 1999.

O. PORT PARCELS 1 and 2 (described in Exhibit B-1 and B-2) have been filled and reclaimed and PORT PARCEL 3 (Exhibit B-3) was never within the tide and submerged lands of San Diego Bay; all three parcels are above the current mean high tide line and a minimum distance of 700 feet from the Bay of San Diego.

P. Specific portions of the Subject Property, PORT PARCELS 1-3 (described in Exhibits B 1-3) are not necessary for public trust purposes of navigation, commerce and fisheries and the lands to be acquired (BFG PARCELS 1-2 as described in Exhibits C 1-2) are of such configuration that they can be used more effectively by the trustee in furtherance of public trust purposes than the filled trust lands to be conveyed.

Q. Acquisition by the PORT of the BFG PARCELS 1-2, if not consummated by agreement of the Parties, could require costly, protracted, and vigorously disputed condemnation litigation with uncertain results.

R. The Parties hereto consider it expedient, necessary and in the best interests of the State, the PORT, the public, and BFG to resolve this acquisition project by agreement, thereby avoiding the potential substantial costs, time delays, and uncertainties of litigation.

S. In the interest of settlement, the STATE, PORT and BFG have conducted independent studies and evaluations of the Parties' respective factual and legal positions. A property interest evaluation study completed by the STATE has shown that the value of the lands and interests to be conveyed to the STATE, as described above, are greater than the value of the STATE interest in the lands to be quitclaimed by the STATE to BFG.

T. The STATE is authorized by Division 6 of the Public Resources Code, including Section 6307 thereof, to exchange interests in real property held by the State by reason of its sovereignty for interests in other lands of equal or greater value.

U. The Parties have reached an agreement for the resolution of the acquisition and exchange of property rights within the Subject Property, which Agreement provides that:

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the terms set forth below and for valuable consideration, the receipt of which is hereby acknowledged, the Parties mutually agree to the following terms and conditions and to convey certain property rights as follows:

I. PROPERTY INTEREST EXCHANGE AND CONVEYANCES

- A. PORT to convey PORT PARCELS 1, 2 and 3 to STATE.** In consideration of the STATE's cooperation and assistance in facilitating the exchange of properties of the PORT with BFG and the lease to the PORT of the properties acquired by STATE from BFG, PORT agrees to convey all its right title and interest in the following real property to STATE:
1. PORT PARCEL 1 (in the form of Exhibit D-1).
 2. PORT PARCEL 2 (in the form of Exhibit D-2).
 3. PORT PARCEL 3 (SDG&E) (in the form of Exhibit D-3).
- B. BFG to convey BFG PARCELS 1 and 2 to STATE.** In consideration of the agreement by STATE to convey PORT PARCELS 1, 2 and 3 to BFG, as provided in paragraph I. C. below, BFG agrees to convey all its right title and interest in the following real property to STATE:
1. BFG PARCEL 1 (in the form of Exhibit E-1).
 2. BFG PARCEL 2 (in the form of Exhibit E-2).
- C. STATE to convey PORT PARCELS 1, 2 and 3 to BFG.** In consideration of the agreement by BFG to convey to STATE of all its right, title and interests in the BFG PARCELS 1 and 2, as provided in paragraph I. B. above, STATE agrees to convey to BFG all of the right title and interest acquired pursuant to I. A. above, free of the public trust for commerce, navigation and fisheries as provided in paragraph II. C. below, in and to the following real property:
1. PORT PARCEL 1 (in the form of Exhibit F-1).
 2. PORT PARCEL 2 (in the form of Exhibit F-2).
 3. PORT PARCEL 3 (SDG&E) (in the form of Exhibit F-3).
- D. STATE to grant to PORT a Lease for BFG Parcels 1 and 2.** In consideration of the agreement by PORT to convey to STATE all its right, title and interests in the PORT PARCELS 1, 2 and 3, as provided in paragraph I. A. above, STATE agrees to grant to PORT a 49-year lease with the STATE for the parcels acquired from BFG, in a lease form consistent with Exhibit L, hereto.

E. The STATE's Agreement to Accept the Property Interests Conveyed by Paragraphs I.A and I.B. The STATE agrees to accept the property interests conveyed by PORT as provided for in Paragraph I. A. and by BFG as provided for in Paragraph I.B. above. Said acceptance shall be made by the execution and recordation of Certificates of Acceptance in the form of those attached as Exhibits G, H, I, J and K, hereto.

F. STATE, PORT and BFG to cooperate. STATE, PORT and BFG shall expeditiously pursue obtaining the legislation necessary for STATE to transfer to PORT fee title, in trust, to BFG Parcels 1 and 2, and such parcels shall be conveyed to PORT by STATE, in trust, pursuant to such legislation.

II. STATE LANDS COMMISSION FINDINGS. The State Lands Commission, by its approval and authorization of the execution of this Agreement, finds and declares, which findings and declarations shall become effective only upon Close of Escrow as provided herein, that:

- A. The areas of the land being relinquished by the STATE, which collectively are a relatively small area (approximately 21 acres), have been evaluated as to their current physical character and trust utility; the trust termination parcels, PORT PARCELS 1 and 2 (13.99± acres), have been filled and reclaimed, as the result of a highly beneficial program of harbor development, for nearly 30 years, and have been excluded from the public channels, and all lands to be conveyed to BFG (PORT PARCELS 1, 2 and 3) are no longer in fact tide or submerged lands and are not available or susceptible of being used for navigation or fishing.
- B. The lands to be acquired from BFG are of such a configuration that they can be used more efficiently by the STATE and PORT in furtherance of public trust purposes than the trust lands to be conveyed.
- C. Pursuant to Public Resources Code § 6307, on the date provided for in this Agreement and consistent with its terms, the trust termination parcels will be found to no longer be necessary or useful for the purposes of the public trust and any and all public trust interest or state sovereign title therein will be terminated.
- D. This Agreement is in the best interests of the State and consistent with public trust needs:
 - 1. To enhance the configuration of the property adjacent to the shoreline for the improvement of the public's access to the water and development of the upland public trust property; and
 - 2. For promotion of Public Trust purposes; specifically for BFG PARCELS 1 and 2 to be conveyed to the STATE and leased to the PORT as Public Trust lands, to be managed for purposes consistent with Chapter 67, Statutes of 1962, 1st Ex. Sess., as amended; and

- 3 The conveyances proposed by the Agreement will not interfere with but rather will enhance the public's rights of access, fishing and navigation in San Diego Bay.

- E. The value of the property to be conveyed to the STATE by BFG, as described above, is equal to, or greater than, the value of the lands to be quitclaimed by the STATE to BFG

III. ADDITIONAL PROVISIONS

A. **Acceptance of Conveyances and Consent to Recording.**

By execution of this Agreement, STATE and BFG agree to accept the herein-described conveyances of land and hereby consent to the recording of the conveyances and other documents executed pursuant to this Agreement.

B. **Further Assurances.**

So long as authorized by applicable laws to do so, the Parties hereto will perform such other acts, and execute, acknowledge and deliver all further documents, conveyances and other instruments, that may be necessary to effectuate fully the provisions of this Agreement.

C. **Execution before a Notary Public.**

All signatures of the Parties to this Agreement and all documents executed pursuant to this Agreement shall be acknowledged before a Notary Public and a certificate of acknowledgment shall be attached to allow them to be recorded in the Office of the Recorder of San Diego County, California.

D. **Counterparts.**

This Agreement may be executed in any number of counterparts and each executed counterpart shall have the same force and effect as an original and as if all of the Parties to the aggregate counterparts had signed the same instrument. The Escrow Agent established pursuant to Paragraph IV may detach any signature page of this Agreement from any counterpart of this Agreement without impairing any signatures thereon, and may attach it to another counterpart of this Agreement identical in form hereto, but having attached to it one or more additional signature pages, for the purpose of creating an integrated document or documents. The Escrow Agent shall deliver an original signed counterpart to each Party.

E. **PORT to indemnify and hold STATE harmless.**

PORT shall indemnify, defend and hold STATE harmless from any and all claims, liability, losses, costs and expenses (including without limitation, those which may arise from the release, threatened release or existence of hazardous substances on, over or under the Parcels described in Exhibits B 1-3 and C 1-2, hereto) that may arise from this Agreement or the lands involved in the exchange. BFG acknowledges and agrees that nothing in this Paragraph III. E. is intended to or shall create or expand any rights, claims or remedies

with respect to this Agreement or the lands involved in the exchange that would not otherwise exist in the absence of the foregoing indemnity and BFG covenants not to assert against the STATE or PORT any claims, liabilities, losses, costs or expenses (including without limitation, claims relating to hazardous substances) that would not otherwise exist in the absence of the foregoing indemnity.

F. PORT/ BFG / CHULA VISTA RELOCATION AGREEMENT.

The RELOCATION AGREEMENT, to which the STATE is not a party, provides for the exchange of certain lands, the payment by PORT to BFG of additional cash consideration, and the adoption of certain additional obligations by the respective parties. The RELOCATION AGREEMENT is not superseded by this Agreement and thus remains the governing document between those parties, except for the provisions relating to the title to and transfer of ownership of the lands within the Subject Property as specifically provided for in this Exchange Agreement. BFG and PORT agree that, except as expressly modified herein, the terms of the RELOCATION AGREEMENT shall remain unmodified and in full force and effect, and all of the covenants, obligations, agreements, representations, warranties, indemnities, and other provisions of the RELOCATION AGREEMENT shall be interpreted and applied in all respects as if the Parcels described in Exhibits B 1-3 had been conveyed directly to BFG by PORT and the Parcels described in Exhibits C 1-2 had been conveyed directly to PORT by BFG, as contemplated by the RELOCATION AGREEMENT.

G. No Admission or Effect if Agreement Not Made Effective.

In the event this Agreement does not become effective, nothing herein shall constitute, or be construed as, an admission by any Party or evidence concerning the boundaries, physical character, or character of title to or interest in the Subject Property.

H. No Effect on Other Lands.

The provisions of this Agreement do not constitute, nor are they to be construed as, an admission by any party or evidence concerning the boundaries, physical character, or character of title to or interest in any lands outside the Subject Property.

I. Exemptions.

This Exchange Agreement and the conveyances provided herein are exempt from 1) the California Environmental Quality Act pursuant to Public Resources Code Section 21080.11, 2) the Subdivision Map Act pursuant to Government Code Section 66412 (e), and 3) the California Coastal Act pursuant to Public Resources Code Section 30416 (c).

J. Binding Agreement.

All the terms, provisions, and conditions of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties.

K Modification.

No modification, amendment, or alteration of this Agreement shall be valid unless in writing and signed by all of the Parties to this Agreement.

L. No Effect on Other Government Jurisdiction.

This Agreement does not exempt the Parties from the regulatory, environmental, land use or other jurisdiction of any federal, state, local, or other government entity.

M. Headings.

The title headings of the sections of this Agreement are inserted for convenience only and shall not be considered in construing this Agreement.

N. Allocation of Costs and Expenses.

The expenses and fees of escrow incurred by Escrow Agent, including those associated with recordation of this document and other documents necessary to effectuate this Agreement, shall be borne by either the PORT or BFG as provided in the RELOCATION AGREEMENT or as otherwise provided in writing by PORT and BFG. All other fees, costs and expenses of any attorney, engineer or other person employed or retained by a party hereto in connection with the transaction underlying this Agreement shall be borne by that party, or as otherwise agreed to in the RELOCATION AGREEMENT or other agreement.

O. Title Insurance.

The Parties shall independently elect whether to obtain a policy of title insurance insuring their titles.

IV. Escrow.

A. The Parties designate and authorize Chicago Title Company, 925 "B" Street, San Diego, CA 92101 to act as the Escrow Agent for all purposes of this Agreement. Escrow Agent is directed to accept a fully executed copy of this Agreement as instructions of the Parties hereto. Additional, joint escrow instructions may be submitted by the Parties.

B. The Escrow Agent shall execute a counterpart to this Agreement for the limited purpose of accepting the rights, duties and responsibilities set forth in this Agreement pertaining to the Escrow Agent.

C. Deposits by Parties:

1. STATE shall deposit the following documents into escrow:

- a. A certified copy of a Minute Item of a California State Lands Commission public hearing showing the Commission's approval of this Agreement and the Commission's authorization that the

Agreement, Deeds and Certificates of Acceptance be executed on the STATE's behalf; and

- b. This Agreement, duly and properly executed by the STATE; and
 - c. Certificates of Acceptance duly and properly executed by the STATE in the form of Exhibits G, H, I, J and K attached hereto; and
 - d. Duly and properly executed Deeds in the form of those described in Exhibits F-1, F-2 and F-3 attached hereto; and
 - e. Lease PRC 8121.9, in the form of Exhibit L, which provides for a 49-year term to the PORT; and
 - f. Written approval of the condition of title for BFG PARCELS 1 and 2 as shown in Escrow Agent's Preliminary Report, Order No. 93100040-U57, dated December 7, 1999.
2. PORT shall deposit the following into Escrow:
- a. A certified copy of an official action of the San Diego Unified Port District Board of Port Commissioners authorizing the execution of this Agreement and acceptance of Lease PRC 8121.9; and
 - b. This Agreement, duly and properly executed by PORT; and
 - c. Duly and properly executed Deeds in the form of those described in Exhibits D-1, D-2 and D-3 attached hereto; and
 - d. Duly and properly executed copy of Lease PRC 8121.9, in the form of Exhibit L.
3. BFG shall deposit the following documents into escrow:
- a. This Agreement, duly and properly executed by BFG; and
 - b. Written evidence of authority that the person(s) executing on behalf of BFG are duly authorized to execute the document and have been so authorized by the company.
 - c. Written approval of the condition of title for PORT PARCELS 1 2 and 3, as shown. Escrow-Agent's Preliminary Reports, Orders No. 88101127-U57 (Port Parcel 1), dated December 7, 1999, No. 93100002-U57 (Port Parcel 2), dated December 7, 1999, and No. 88101085-U57 (Port Parcel 3), dated December 7, 1999.

- d. Duly and properly executed Deeds in the form of those described in Exhibits E-1 and E-2 attached hereto.

D. Notification of Deposit.

Upon receipt of all documents described in Paragraph IV. C., above, and when it is prepared to issue any and all policies of title insurance requested by the Parties pursuant to Paragraph III. O., above, Escrow Agent shall notify the Parties of its intention to close escrow, to record the documents as described in Paragraphs IV. E.1.a., b., c. and d., below, along with any other necessary documents and shall set a date certain for such recordation and closing.

E. Close of Escrow.

1. Subject to the terms of the RELOCATION AGREEMENT, at 8:00 a.m., or as early as possible on the date chosen for Close of Escrow, the Escrow Agent shall perform the following acts in the order set forth:
 - a. Record the duly and properly executed copy of this Agreement.
 - b. Record, in the following sequence, the duly and properly executed Deeds, referred to in Paragraphs I. A. and I. B.
 - c. Record the duly and properly executed Certificates of Acceptance, referred to in Paragraphs I. D.
 - d. Record the duly and properly executed Lease PRC 8121.9 (entering the recording date thereon) and the Deeds referred to in Paragraph I.C.
 - e. Issue any policies of title insurance requested by any of the Parties pursuant to Paragraph III.O., above.
2. The term "Close of Escrow" shall mean the date and time of recording.
3. When all the documents have been recorded, the Escrow Agent is authorized and directed to deliver copies of the Agreement to the Parties and original deeds to the grantees thereof.

F. Effective Date.

This Agreement shall not become effective until signed by all the Parties.

G. Termination of Escrow.

1. If Escrow Agent believes it is unable to close the escrow, as provided in the RELOCATION AGREEMENT, the Escrow Agent shall immediately notify the Parties in writing.

2. In the event escrow is terminated, the Escrow Agent shall immediately give notice of this fact to each of the Parties and return all documents and monies to each of the Parties depositing the same.
3. If the escrow is terminated, and each Party has performed its respective duties hereunder, this Agreement shall terminate simultaneously with the termination of the escrow and thereafter no Party shall have any rights, duties, claims or obligations under this Agreement. Nothing in the foregoing shall alter any rights or obligations as between the PORT and BFG, which shall remain subject to and governed by the RELOCATION AGREEMENT (to the extent it is still applicable), notwithstanding the termination of this Agreement.
4. If the escrow is terminated and if any Party has failed to perform its respective duties hereunder, each Party shall have such rights and remedies as provided by law and in equity for the failure of such other Party to perform.
5. In the event of the termination of this Agreement, the PORT and BFG shall compensate the Escrow Agent for services it rendered and reimburse it for expenses incurred.

V. EXHIBITS

A. The exhibits to this Agreement are as follows:

- | | |
|---------------|---|
| Exhibit A | Map depiction of the SUBJECT PROPERTY |
| Exhibit B - 1 | Legal Description of PORT PARCEL 1 |
| Exhibit B - 2 | Legal Description of PORT PARCEL 2 |
| Exhibit B - 3 | Legal Description of PORT PARCEL 3 (SDG&E) |
| Exhibit C - 1 | Legal Description of BFG PARCEL 1 |
| Exhibit C - 2 | Legal Description of BFG PARCEL 2 |
| Exhibit D - 1 | Form of Deed for PORT PARCEL 1 to STATE |
| Exhibit D - 2 | Form of Deed for PORT PARCEL 2 to STATE |
| Exhibit D - 3 | Form of Deed for PORT PARCEL 3 (SDG&E) to STATE |
| Exhibit E - 1 | Form of Deed for BFG PARCEL 1 to STATE |
| Exhibit E - 2 | Form of Deed for BFG PARCEL 2 to STATE |
| Exhibit F - 1 | Form of Deed for PORT PARCEL 1 to BFG |
| Exhibit F - 2 | Form of Deed for PORT PARCEL 2 to BFG |
| Exhibit F - 3 | Form of Deed for PORT PARCEL 3 (SDG&E) to BFG |
| Exhibit G | Certificate of Acceptance and Consent to Record by STATE of PORT PARCEL 1 |
| Exhibit H | Certificate of Acceptance and Consent to Record by STATE of PORT PARCEL 2 |
| Exhibit I | Certificate of Acceptance and Consent to Record by STATE of PORT PARCEL 3 (SDG&E) |
| Exhibit J | Certificate of Acceptance and Consent to Record by STATE of BFG PARCEL 1 |

Exhibit K Certificate of Acceptance and Consent to Record by
STATE of BFG PARCEL 2
Exhibit L Form of Lease PRC 8121.9

- B. All preliminary recitals of and exhibits to this Agreement, (Exhibits A through L), are hereby incorporated by reference within it.

VI. Notifications.

All notices to be given to any Party hereto by another Party hereto shall be in writing, addressed to such Party at its address set forth below, and shall be deemed to have been given: a) when delivered in person to an officer of the other Party or Parties, or b) when delivered by Federal Express or other similar overnight delivery service, or c) when received by telephonic facsimile, if confirmed and followed within (1) business day by mailing the original. Any notice given in any other fashion shall be deemed to have been given when actually received by the addressee. Any Party may change its address by giving written notice to all other Parties. The addresses of the Parties hereto are as follows:

STATE: California State Lands Commission
100 Howe Avenue, Suite 100 South
Sacramento, CA 95825-8202
Attention: Curtis L. Fossum
Senior Staff Counsel
Fax number (916) 574-1855

Copy to: Attorney General's Office
1550 Clay Street, 20th Floor
Oakland, CA 94612-3049
Attention: Dennis M. Eagan
Deputy Attorney General
Fax number (510) 622-2270

PORT: San Diego Unified Port District
PO Box 120488
3165 Pacific Highway
San Diego, CA 92122-0488
Attention: David R. Chapman, Port Attorney
Fax number (619) 686-6444

BFG Rohr, Inc., operating as BFGoodrich
Aerospace Aerostructures Group
850 Lagoon Drive
Chula Vista, CA 91920-2098
Attention: Arthur O. Sellgren, Manager
Fax number (619) 691-3671

Approved as to form:

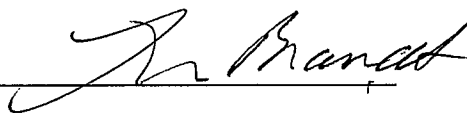
BILL LOCKYER
Attorney General
State of California

By: 

JOSEPH C. RUSCONI
Deputy Attorney General

Chicago Title Company hereby agrees to act as the escrow agent under this Agreement and to perform the duties required herein.

Dated: 12/30/99

By: 

Title: Escrow Officer

14745

To witness this Agreement, a duly authorized officer of each party has executed it below on the date opposite each signature.

STATE OF CALIFORNIA
CALIFORNIA STATE LANDS COMMISSION

Date: 12/22/99 By: Paul D. Thayer
Paul D. Thayer
Executive Officer

SAN DIEGO UNIFIED PORT DISTRICT

Date: _____ By: _____
Dennis Bouey
Executive Director

Approved as to form _____
David R. Chapman
Port Attorney

ROHR, INC., operating as BFGOODRICH
AEROSPACE AEROSTRUCTURES GROUP, a
Delaware corporation and wholly owned subsidiary
of THE B.F. GOODRICH COMPANY

Date: _____ By: _____
G. A. WETZLER, President

ACKNOWLEDGMENTS OF SIGNATURES TO BE ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

SACRAMENTO

} ss.

On 12/22/99

Date

before me, KIMBERLY L. KORHONEN, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

PAUL D. THAYER

Name(s) of Signer(s)

- ☒ personally known to me
☐ 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.



WITNESS my hand and official seal.

Kimberly L. Korhonen
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: SAN DIEGO PORT DISTRICT / CALIFORNIA STATE LANDS COMMISSION / BFGOODRICH EXCHANGE AGREEMENT

Document Date: DEC. 16, 1999Number of Pages: 59

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by SignerSigner's Name: PAUL D. THAYER

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator

☒ Other: EXECUTIVE OFFICER

Signer Is Representing:

CA STATE LANDS COMMISSION

**RIGHT THUMBPRINT
OF SIGNER**
 Top of thumb here

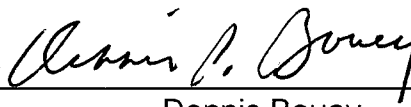



To witness this Agreement, a duly authorized officer of each party has executed it below on the date opposite each signature.

STATE OF CALIFORNIA
CALIFORNIA STATE LANDS COMMISSION


Date: _____ By: _____
Paul D. Thayer
Executive Officer

SAN DIEGO UNIFIED PORT DISTRICT

Date: 12/21/99 By: 
Dennis Bouey
Executive Director

Approved as to form 
David R. Chapman
Port Attorney

ROHR, INC., operating as BFGOODRICH
AEROSPACE AEROSTRUCTURES GROUP, a
Delaware corporation and wholly owned subsidiary
of THE B.F. GOODRICH COMPANY

Date: 12/21/99 By: 
G. A. WETZLER, President

ACKNOWLEDGMENTS OF SIGNATURES TO BE ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

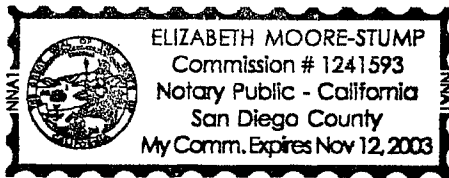
SAN DIEGO

} ss.

On 22 DEC 1999, before me, ELIZABETH MOORE-STUMP, NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")personally appeared DENNIS P. BOVEY
Name(s) of Signer(s)

- ☒ personally known to me
☐ 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.



Place Notary Seal Above

WITNESS my hand and official seal

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here.

14749
CALIFORNIA

ALL-PURPOSE

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

COUNTY OF San Diego)

On December 21, 1999 before me, _____
DATE

Michelle Cobian
NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared, G.A. Wetzler

personally known to me (or 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.

WITNESS my hand and official seal.

Michelle Cobian

(SEAL)

NOTARY PUBLIC SIGNATURE



OPTIONAL INFORMATION

TITLE OR TYPE OF DOCUMENT

San Diego Unified Port District /
California State Lands Commission /
BF Goodrich Exchange Agreement

DATE OF DOCUMENT

Dec. 21, 1999

NUMBER OF PAGES

57

SIGNER(S) OTHER THAN NAMED ABOVE

Paul Thayer, Dennis Bovey, David Chapman,
Fray Davis

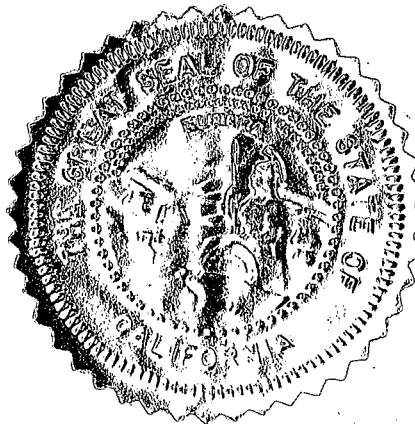
IN APPROVAL WHEREOF, I, GRAY DAVIS, Governor of the State
of California, have set my hand and caused the seal of the State
of California to be hereunto affixed pursuant to Section 6107 of
the Public Resources Code of the State of California. Given
under my hand at the City of Sacramento this 30 day of
December, 1999.


GRAY DAVIS
GOVERNOR

Attest:

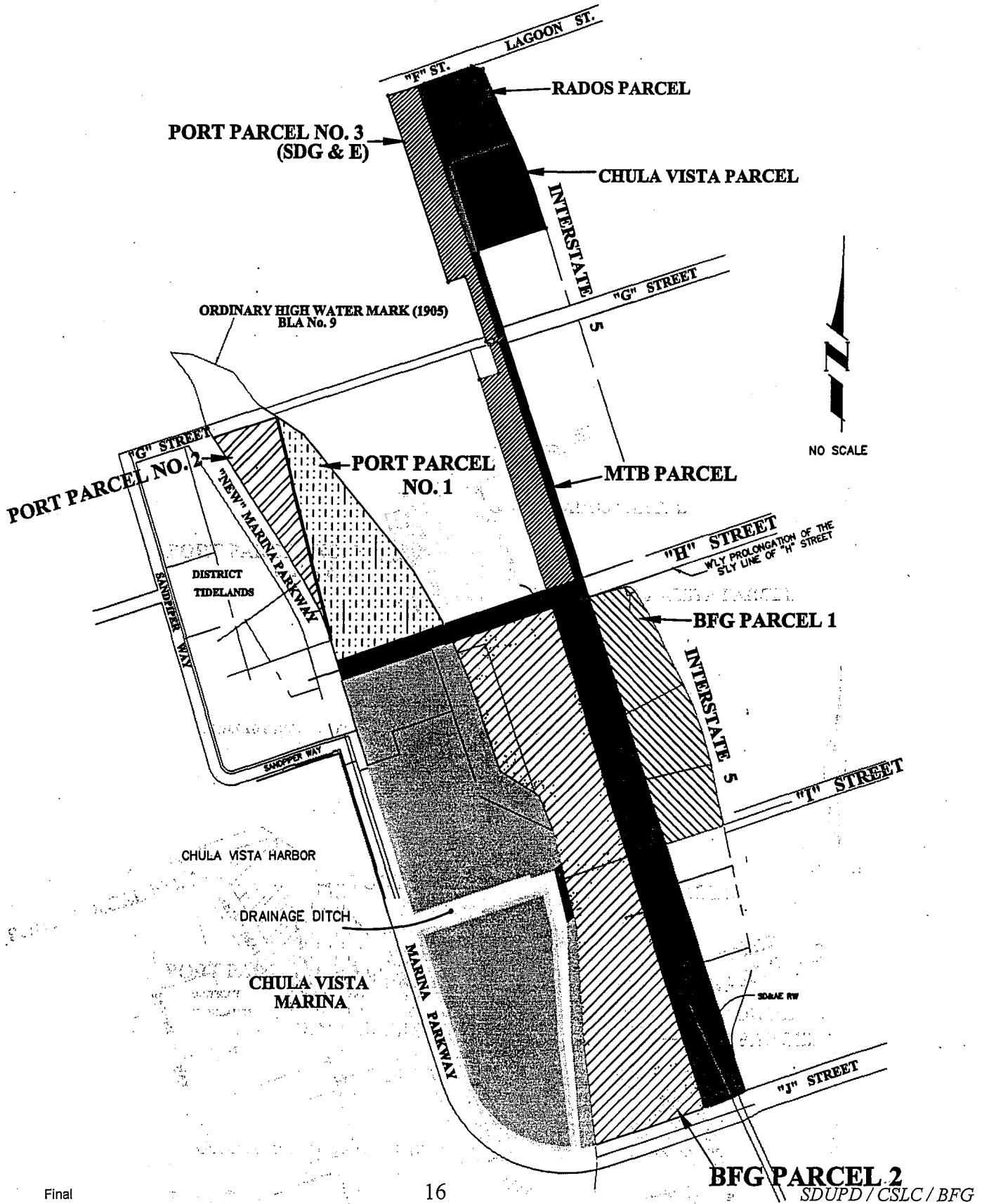


BILL JONES
SECRETARY OF STATE



14751
EXHIBIT A

REFERENCE MAP



14752
EXHIBIT B-1

LAND DESCRIPTION

PORT PARCEL 1

AD 369

THAT PORTION OF THE FILLED TIDELANDS AND SUBMERGED LANDS OF THE BAY OF SAN DIEGO, IN THE CITY OF CHULA VISTA, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT STATION NO. 107 ON THE ORDINARY HIGH WATER MARK OF SAN DIEGO BAY, AS SAID ORDINARY HIGH WATER MARK WAS FIXED AND ESTABLISHED BY THAT AGREEMENT RECORDED JUNE 22, 1953 IN BOOK 4897, PAGE 408 OFFICIAL RECORDS SAN DIEGO COUNTY AND AS SHOWN ON MISCELLANEOUS MAP NO. 217 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE ALONG SAID ORDINARY HIGH WATER MARK SOUTH 58°27'22" EAST A DISTANCE OF 105.97 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF MARINA PARKWAY (FORMERLY TIDELANDS AVENUE AS DESCRIBED IN DEDICATION TO CITY OF CHULA VISTA BY INSTRUMENT RECORDED OCTOBER 10, 1966, AS DOCUMENT NO. 163052, OFFICIAL RECORDS, SAN DIEGO COUNTY), SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID ORDINARY HIGH WATER MARK THE FOLLOWING FOUR COURSES AND DISTANCES: 1) SOUTH 58°27'22" EAST 191.91 FEET TO STATION NO. 108, 2) SOUTH 40°32'27" EAST A DISTANCE OF 525.72 FEET TO STATION NO. 109, 3) SOUTH 38°43'34" EAST A DISTANCE OF 344.41 FEET TO STATION NO. 110, 4) SOUTH 30°20'10" EAST A DISTANCE OF 305.37 FEET TO A POINT ON A LINE NINE FEET PARALLEL TO AND NORTHERLY OF THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF "H" STREET, AS SAID STREET IS SHOWN ON THE MAP OF BAY VILLA TRACT, ACCORDING TO MAP THEREOF NO. 1198, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE ALONG SAID PARALLEL LINE, SOUTH 72°12'00" WEST 555.41 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE OF MARINA PARKWAY; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR COURSES AND DISTANCES: 1) NORTH 17°54'40" WEST A DISTANCE OF 671.06 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 4,740.00 FEET THE CENTER OF WHICH BEARS NORTH 72°05'20" EAST, 2) NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND THROUGH A CENTRAL ANGLE OF 03°31'56" A DISTANCE OF 292.21 FEET, 3) NORTH 14°22'44" WEST A DISTANCE OF 269.52 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 20.00 FEET, THE CENTER OF WHICH BEARS NORTH 75°37'16" EAST, 4) NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 71°08'21" AN ARC DISTANCE OF 24.83 FEET TO THE TRUE POINT OF BEGINNING.

RESERVING TO THE STATE OF CALIFORNIA, IN ALL THE LANDS DESCRIBED HEREIN, ALL MINERALS AND MINERAL DEPOSITS, INCLUDING, BUT NOT LIMITED TO, OIL AND GAS, OTHER GASES, INCLUDING, BUT NOT LIMITED TO NONHYDROCARBON AND GEOTHERMAL GASES, OIL SHALE, COAL, PHOSPHATE, ALUMINA, SILICA, FOSSILS OF ALL GEOLOGICAL AGES, SODIUM, GOLD, SILVER, METALS AND THEIR COMPOUNDS, ALKALI, ALKALI EARTH, SAND, CLAY, GRAVEL, SALTS AND MINERAL WATERS, URANIUM, TRONA, AND GEOTHERMAL RESOURCES, TOGETHER WITH THE RIGHT OF THE STATE OR PERSONS AUTHORIZED BY THE STATE TO PROSPECT FOR, DRILL FOR, EXTRACT, MINE AND REMOVE SUCH DEPOSITS OR RESOURCES, AND TO OCCUPY AND USE SO MUCH OF THE SURFACE OF THE LANDS AS MAY BE NECESSARY THEREFORE.

SAID PARCEL CONTAINS 9.907 ACRES.

END DESCRIPTION

EXHIBIT B - 2

LAND DESCRIPTION

PORT PARCEL 2

AD 369

THOSE PORTIONS OF THE FILLED TIDE AND SUBMERGED LANDS OF THE BAY OF SAN DIEGO, TOGETHER WITH PORTIONS OF TIDELANDS AVENUE (NOW MARINA PARKWAY) AND "G" STREET AS DESCRIBED IN DEDICATION TO CITY OF CHULA VISTA BY INSTRUMENT RECORDED OCTOBER 10, 1966 AS DOCUMENT NO. 163052, OFFICIAL RECORDS, SAN DIEGO COUNTY, ALL IN THE CITY OF CHULA VISTA, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, SAID PORTIONS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT STATION NO. 107 ON THE ORDINARY HIGH WATER MARK OF SAN DIEGO BAY, AS SAID ORDINARY HIGH WATER MARK WAS FIXED AND ESTABLISHED BY THAT AGREEMENT RECORDED JUNE 22, 1953 IN BOOK 4897, PAGE 408 OF OFFICIAL RECORDS SAN DIEGO COUNTY AND AS SHOWN ON MISCELLANEOUS MAP NO. 217 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE ALONG SAID ORDINARY HIGH WATER MARK SOUTH 58°27'22" EAST A DISTANCE OF 20.76 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID ORDINARY HIGH WATER MARK SOUTH 58°27'22" EAST 85.21 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID MARINA PARKWAY AND THE BEGINNING OF A NON-TANGENT 20.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, TO WHICH A RADIAL LINE BEARS NORTH 33°14'23" WEST; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR COURSES AND DISTANCES: 1) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 71°08'21" A DISTANCE OF 24.83 FEET, 2) SOUTH 14°22'44" EAST 269.52 FEET TO THE BEGINNING OF A TANGENT 4740.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, 3) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°31'56" A DISTANCE OF 292.21 FEET, AND 4) SOUTH 17°54'40" EAST 535.06 FEET TO THE POINT OF CUSP OF A TANGENT 1125.55 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°51'55" A DISTANCE OF 390.24 FEET; THENCE NORTH 37°46'35" WEST 748.69 FEET TO THE BEGINNING OF A NON-TANGENT 313.69 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, TO WHICH A RADIAL LINE BEARS NORTH 57°32'26" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°10'37" A DISTANCE OF 22.87 FEET; THENCE NORTH 17°48'00" WEST 66.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID "G" STREET; THENCE ALONG THE NORTHERLY LINE OF SAID "G" STREET AND MARINA PARKWAY, NORTH 72°12'00" EAST 194.00 FEET TO THE BEGINNING OF A TANGENT 20.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°34'44" A DISTANCE OF 30.22 FEET; THENCE NORTH 75°37'16" EAST 60.00 FEET; THENCE SOUTH 14°22'44" EAST 1.46 FEET; THENCE NORTH 75°37'16" EAST 14.25 FEET TO THE TRUE POINT OF BEGINNING.

RESERVING TO THE STATE OF CALIFORNIA, IN ALL THE LANDS DESCRIBED HEREIN, ALL MINERALS AND MINERAL DEPOSITS, INCLUDING, BUT NOT LIMITED TO, OIL AND GAS, OTHER GASES, INCLUDING, BUT NOT LIMITED TO NONHYDROCARBON AND GEOTHERMAL GASES, OIL SHALE, COAL, PHOSPHATE, ALUMINA, SILICA, FOSSILS OF ALL GEOLOGICAL AGES, SODIUM, GOLD, SILVER, METALS AND THEIR COMPOUNDS, ALKALI, ALKALI EARTH, SAND, CLAY, GRAVEL, SALTS AND MINERAL WATERS, URANIUM,

TRONA, AND GEOTHERMAL RESOURCES, TOGETHER WITH THE RIGHT OF THE STATE OR PERSONS AUTHORIZED BY THE STATE TO PROSPECT FOR, DRILL FOR, EXTRACT, MINE AND REMOVE SUCH DEPOSITS OR RESOURCES, AND TO OCCUPY AND USE SO MUCH OF THE SURFACE OF THE LANDS AS MAY BE NECESSARY THEREFORE.

SAID PARCEL CONTAINS 4.082 ACRES

END DESCRIPTION

EXHIBIT B-3**LAND DESCRIPTION****PORT PARCEL 3**

AD 369

PARCEL 3: THE WESTERLY 30.00 FEET OF THE EASTERLY 70.00 FEET OF THE SOUTHERLY 150.00 FEET OF THE NORTHERLY 170.00 FEET OF QUARTER SECTION 171, IN THE RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

PARCEL 4: THE EASTERLY 20.00 FEET OF THE NORTHERLY 170.00 FEET OF THE WESTERLY 150.00 FEET OF THE EASTERLY 170.00 FEET OF QUARTER SECTION 171 OF RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AND ALSO THE WESTERLY 150.00 FEET OF THE EASTERLY 170.00 FEET OF QUARTER SECTION 171 OF RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, LYING SOUTHERLY OF THE NORTHERLY 170.00 FEET OF SAID QUARTER SECTION 171.

EXCEPTING THEREFROM THAT PORTION LYING SOUTHERLY OF A LINE WHICH IS NINE FEET NORTHERLY OF AND PARALLEL TO THE WESTERLY PROLONGATION OF THE NORTHERLY RIGHT-OF-WAY OF H STREET;

ALSO EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL MINERALS UNDERLYING THE ABOVE DESCRIBED LAND AND LYING MORE THAN 500.00 FEET BELOW THE SURFACE THEREOF, INCLUDING WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, PROVIDED THAT (GRANTOR) SHALL NOT HAVE THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, OR THAT PORTION OF THE SUBSURFACE THEREOF WITHIN 500.00 FEET OF THE SURFACE FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS, (GRANTOR) MAY HOWEVER, REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND INTO THE SUBSURFACE OF SAID LAND BELOW 500.00 FEET BENEATH THE SURFACE THEREOF, PROVIDED, THAT THE EXERCISE OF SUCH RIGHTS BY (GRANTOR) SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF THE LAND HEREIN DESCRIBED OR ANY IMPROVEMENTS THEREON AS RESERVED BY SANTA FE LAND IMPROVEMENT COMPANY, IN DEED RECORDED JANUARY 2, 1959 AS DOCUMENT NO. 6, IN BOOK 7425, PAGE 4 AND MAY 22, 1959 AS DOCUMENT NO. 103648, IN BOOK 7677, PAGE 45 OF OFFICIAL RECORDS.

PARCEL 7: THE WESTERLY 150.00 FEET OF THE EASTERLY 170.00 FEET OF QUARTER SECTION 172 OF RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

EXCEPTING THEREFROM THE SOUTHERLY 332.00 FEET OF SAID QUARTER SECTION 172.
ALSO EXCEPTING THEREFROM THAT PORTION OF SAID QUARTER SECTION 172 LYING
NORTHERLY OF THE CENTERLINE OF "F" STREET.

ALSO EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL MINERALS UNDERLYING THE ABOVE DESCRIBED LAND AND LYING MORE THAN 500.00 FEET BELOW THE SURFACE THEREOF, INCLUDING WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, PROVIDED THAT (GRANTOR) SHALL NOT HAVE THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, OR THAT PORTION OF THE SUBSURFACE THEREOF WITHIN 500.00 FEET OF THE SURFACE FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS, (GRANTOR) MAY HOWEVER, REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND INTO THE SUBSURFACE OF SAID LAND BELOW 500.00 FEET BENEATH THE SURFACE THEREOF, PROVIDED, THAT THE EXERCISE OF SUCH RIGHTS BY (GRANTOR) SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF THE LAND HEREIN DESCRIBED OR OF ANY IMPROVEMENTS THEREON AS RESERVED BY SANTA FE LAND IMPROVEMENT COMPANY, IN DEEDS RECORDED JANUARY 2, 1959 AS DOCUMENT NO. 6, IN BOOK 7425, PAGE 4 AND MAY 22, 1959 AS DOCUMENT NO. 103648, IN BOOK 7677, PAGE 45 OF OFFICIAL RECORDS.

PARCEL 8: THE WESTERLY 60.00 FEET OF THE EASTERLY 80.00 FEET OF THE SOUTHERLY 332.00 FEET OF QUARTER SECTION 172 OF RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL MINERALS UNDERLYING THE ABOVE DESCRIBED LAND AND LYING MORE THAN 500.00 FEET BELOW THE SURFACE THEREOF, INCLUDING WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, PROVIDED THAT (GRANTOR) SHALL NOT HAVE THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, OR THAT PORTION OF THE SUBSURFACE THEREOF WITHIN 500.00 FEET OF THE SURFACE FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS, (GRANTOR), MAY HOWEVER, REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND INTO THE SUBSURFACE OF SAID LAND BELOW 500.00 FEET BENEATH THE SURFACE THEREOF, PROVIDED, THAT THE EXERCISE OF SUCH RIGHTS BY (GRANTOR) SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF THE LAND HEREIN DESCRIBED OR ANY IMPROVEMENTS THEREON AS RESERVED BY SANTA FE LAND IMPROVEMENT COMPANY, IN DEEDS RECORDED JANUARY 2, 1959, AS DOCUMENT NO. 6, IN BOOK 7425, PAGE 4 AND MAY 22, 1959, AS DOCUMENT NO. 103648, IN BOOK 7677, PAGE 45 OF OFFICIAL RECORDS.

SAID PARCELS CONTAIN 7.827 ACRES MORE OR LESS.

END DESCRIPTION

EXHIBIT C-1

LAND DESCRIPTION

BFG PARCEL 1

AD 369

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF QUARTER SECTION 163 AND THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF QUARTER SECTION 164 OF RANCHO DE LA NACION IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY MAY 11, 1869 AND ALL OF LOTS 7, 8, 9, 10 AND 11 AND THOSE PORTIONS OF LOTS 1, 2, 3, 4, 5, 6, 12, 13, 14, AND 15 IN BLOCK "B" OF RESUBDIVISION OF BAY VILLA TRACT, ACCORDING TO MAP THEREOF NO. 1198, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AUGUST 6, 1909. TOGETHER WITH THOSE PORTIONS OF WALNUT STREET ADJOINING SAID BLOCK "B" ON THE WEST AND THE ALLEY LYING WITHIN SAID BLOCK "B" AND THAT PORTION OF "I" STREET LYING WITHIN SAID QUARTER SECTIONS 163 AND 164 AS VACATED AND CLOSED TO PUBLIC USE BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHULA VISTA RECORDED AUGUST 12, 1971 AS FILE NO. 179188 OF OFFICIAL RECORDS DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID QUARTER SECTION 163, DISTANCE THEREON 20.00 FEET EASTERLY FROM THE SOUTHWEST CORNER THEREOF; THENCE NORTH 17°46'58" WEST ON A LINE 20.00 FEET EASTERLY FROM AND PARALLEL WITH THE WESTERLY LINE OF SAID QUARTER SECTION 163 A DISTANCE OF 1282.11 FEET TO A POINT ON THE SOUTHERLY LINE OF "H" STREET AS SHOWN ON SAID MAP NO. 1198; THENCE ALONG SAID SOUTHERLY LINE NORTH 72°12'15" EAST 19.89 FEET TO A POINT ON THE WESTERLY LINE OF THAT OF LAND CONVEYED TO THE STATE OF CALIFORNIA (CALTRANS) BY DEED RECORDED AUGUST 1, 1968 AS FILE NO. 130106 OF OFFICIAL RECORDS; THENCE ALONG THE WESTERLY BOUNDARY OF SAID CALTRANS LAND THE FOLLOWING SEVEN COURSES: 1) SOUTH 17°48'37" EAST 5.95 FEET, 2) NORTH 74°58'17" EAST 188.10 FEET TO THE BEGINNING OF A TANGENT 45.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, 3) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 73°18'01" A DISTANCE OF 57.57 FEET, 4) TANGENT TO SAID CURVE SOUTH 31°43'55" EAST 181.34 FEET, 5) SOUTH 26°51'03" EAST 342.59 FEET TO THE BEGINNING OF A TANGENT 1669.99 FOOT RADIUS CURVE CONCAVE WESTERLY, 6) SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°20'28" A DISTANCE OF 418.00 FEET, AND 7) SOUTH 12°30'35" EAST 303.54 FEET TO THE CENTERLINE OF "I" STREET AS CLOSED AND VACATED; THENCE ALONG SAID CENTERLINE SOUTH 72°15'16" WEST 332.90 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 9.668 ACRES

END DESCRIPTION

EXHIBIT C-2

LAND DESCRIPTION

BFG PARCEL 2

AD 369

THOSE PORTIONS OF FRACTIONAL QUARTER SECTION 170 AND 171 OF THE RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF BY MORRILL, FILED AS MAP NO. 166 IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID FRACTIONAL QUARTER SECTION 171; THENCE SOUTH 17°54'28" EAST ALONG THE EASTERLY LINE OF SAID FRACTIONAL QUARTER SECTION, 1270.95 FEET TO A POINT ON A LINE NINE FEET PARALLEL TO AND NORTHERLY OF THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF "H" STREET, AS SAID STREET IS SHOWN ON THE MAP OF BAY VILLA TRACT, ACCORDING TO MAP THEREOF NO. 1198, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE SOUTH 72°12'00" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 170.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE PARALLEL WITH AND DISTANT 170.00 FEET WESTERLY FROM THE EASTERLY LINE OF SAID FRACTIONAL QUARTER SECTIONS, THE FOLLOWING THREE COURSES AND DISTANCES: 1) SOUTH 17°54'28" EAST, 49.14 FEET, 2) SOUTH 17°47'12" EAST 1321.96 FEET AND 3) SOUTH 17°50'01" EAST 1283.10 FEET TO A POINT IN THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF "J" STREET, AS SHOWN ON RECORD OF SURVEY NO. 917 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE ALONG SAID WESTERLY PROLONGATION SOUTH 72°04'39" WEST, 593.24 FEET TO A POINT ON THE ORDINARY HIGH WATER MARK OF SAN DIEGO BAY, AS SAID ORDINARY HIGH WATER MARK WAS FIXED AND ESTABLISHED BY THAT AGREEMENT RECORDED JUNE 22, 1953 IN BOOK 4897, PAGE 408, OF OFFICIAL RECORDS, SAN DIEGO COUNTY AND AS SHOWN ON MISCELLANEOUS MAP NO. 217 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE ALONG SAID ORDINARY HIGH WATER MARK THE FOLLOWING EIGHT COURSES AND DISTANCES: 1) NORTH 07°04'12" WEST, 491.51 FEET TO STATION 117, 2) NORTH 04°01'57" WEST 568.80 FEET TO STATION 116, 3) NORTH 14°12'27" WEST 489.77 FEET TO STATION 115, 4) NORTH 22°26'52" WEST 184.97 FEET TO STATION 114, 5) NORTH 57°45'31" WEST 230.80 FEET TO STATION 113, 6) NORTH 20°56'53" WEST 453.58 FEET TO STATION 112, 7) NORTH 24°18'00" WEST 233.28 FEET TO STATION 111, AND 8) NORTH 30°20'10" WEST 87.43 FEET TO A POINT ON A LINE NINE FEET PARALLEL TO AND NORTHERLY OF THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF "H" STREET AS DESCRIBED; THENCE ALONG SAID PARALLEL LINE NORTH 72°12'00" EAST 568.65 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 27.923 ACRES

END DESCRIPTION

EXHIBIT D-1

Recorded at the request of:
State of California
California State Lands Commission

WHEN RECORDED mail to:
California State Lands Commission
100 Howe Avenue, Suite 100 - South
Sacramento, CA 95825-8202

Attn: Curtis L. Fossum - Senior Staff Counsel
(916) 574-1828 / fax 1855 / fossumc@slc.ca.gov

STATE OF CALIFORNIA - OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section 27383

NO TAX DUE _____

C.S.L.C. - AD 369 / G-10-08.12

Above Space for Recorder's Use
APN:760-048-05

GRANT DEED

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

The SAN DIEGO UNIFIED PORT DISTRICT, a public corporation, hereby

GRANTS TO:

the STATE OF CALIFORNIA, acting by and through the California State Lands Commission,

the following described real property in the County of San Diego, State of California:

see Land Description for PORT PARCEL 1, which is attached and incorporated herein by reference.

SAN DIEGO UNIFIED PORT DISTRICT

Date: _____

Approved as to form:

Port Attorney

NOTARIZATIONS OF SIGNATURES TO BE ATTACHED

LAND DESCRIPTION

PORT PARCEL 1

AD 369

THAT PORTION OF THE FILLED TIDELANDS AND SUBMERGED LANDS OF THE BAY OF SAN DIEGO, IN THE CITY OF CHULA VISTA, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT STATION NO. 107 ON THE ORDINARY HIGH WATER MARK OF SAN DIEGO BAY, AS SAID ORDINARY HIGH WATER MARK WAS FIXED AND ESTABLISHED BY THAT AGREEMENT RECORDED JUNE 22, 1953 IN BOOK 4897, PAGE 408 OFFICIAL RECORDS SAN DIEGO COUNTY AND AS SHOWN ON MISCELLANEOUS MAP NO. 217 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE ALONG SAID ORDINARY HIGH WATER MARK SOUTH 58°27'22" EAST A DISTANCE OF 105.97 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF MARINA PARKWAY (FORMERLY TIDELANDS AVENUE AS DESCRIBED IN DEDICATION TO CITY OF CHULA VISTA BY INSTRUMENT RECORDED OCTOBER 10, 1966, AS DOCUMENT NO. 163052, OFFICIAL RECORDS, SAN DIEGO COUNTY), SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID ORDINARY HIGH WATER MARK THE FOLLOWING FOUR COURSES AND DISTANCES: 1) SOUTH 58°27'22" EAST 191.91 FEET TO STATION NO. 108, 2) SOUTH 40°32'27" EAST A DISTANCE OF 525.72 FEET TO STATION NO. 109, 3) SOUTH 38°43'34" EAST A DISTANCE OF 344.41 FEET TO STATION NO. 110, 4) SOUTH 30°20'10" EAST A DISTANCE OF 305.37 FEET TO A POINT ON A LINE NINE FEET PARALLEL TO AND NORTHERLY OF THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF "H" STREET, AS SAID STREET IS SHOWN ON THE MAP OF BAY VILLA TRACT, ACCORDING TO MAP THEREOF NO. 1198, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE ALONG SAID PARALLEL LINE, SOUTH 72°12'00" WEST 555.41 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE OF MARINA PARKWAY; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR COURSES AND DISTANCES: 1) NORTH 17°54'40" WEST A DISTANCE OF 671.06 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 4,740.00 FEET THE CENTER OF WHICH BEARS NORTH 72°05'20" EAST, 2) NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND THROUGH A CENTRAL ANGLE OF 03°31'56" A DISTANCE OF 292.21 FEET, 3) NORTH 14°22'44" WEST A DISTANCE OF 269.52 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 20.00 FEET, THE CENTER OF WHICH BEARS NORTH 75°37'16" EAST, 4) NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 71°08'21" AN ARC DISTANCE OF 24.83 FEET TO THE TRUE POINT OF BEGINNING.

RESERVING TO THE STATE OF CALIFORNIA, IN ALL THE LANDS DESCRIBED HEREIN, ALL MINERALS AND MINERAL DEPOSITS, INCLUDING, BUT NOT LIMITED TO, OIL AND GAS, OTHER GASES, INCLUDING, BUT NOT LIMITED TO NONHYDROCARBON AND GEOTHERMAL GASES, OIL SHALE, COAL, PHOSPHATE, ALUMINA, SILICA, FOSSILS OF ALL GEOLOGICAL AGES, SODIUM, GOLD, SILVER, METALS AND THEIR COMPOUNDS, ALKALI, ALKALI EARTH, SAND, CLAY, GRAVEL, SALTS AND MINERAL WATERS, URANIUM, TRONA, AND GEOTHERMAL RESOURCES, TOGETHER WITH THE RIGHT OF THE STATE OR PERSONS AUTHORIZED BY THE STATE TO PROSPECT FOR, DRILL FOR, EXTRACT, MINE AND REMOVE SUCH DEPOSITS OR RESOURCES, AND TO OCCUPY AND USE SO MUCH OF THE SURFACE OF THE LANDS AS MAY BE NECESSARY THEREFORE.

SAID PARCEL CONTAINS 9.907 ACRES.

END DESCRIPTION

EXHIBIT D-2

Recorded at the request of :
 State of California
 California State Lands Commission

WHEN RECORDED mail to:
 California State Lands Commission
 100 Howe Avenue, Suite 100 - South
 Sacramento, CA 95825-8202

Attn: Curtis L. Fossum - Senior Staff Counsel
 (916) 574-1828 / fax 1855 / fossumc@slc.ca.gov

STATE OF CALIFORNIA - OFFICIAL BUSINESS
 Document entitled to free recordation
 pursuant to Government Code Section 27383

NO TAX DUE _____

 Above Space for Recorder's Use
 APN: 760-048-16

C.S.L.C. - AD 369 / G-10-08.12

GRANT DEED

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

The SAN DIEGO UNIFIED PORT DISTRICT, a public corporation, hereby

GRANTS TO:

the STATE OF CALIFORNIA, acting by and through the California State Lands Commission,

the following described real property in the County of San Diego, State of California:

see Land Description for PORT PARCEL 2, which is attached and incorporated herein by reference.

SAN DIEGO UNIFIED PORT DISTRICT

Date: _____

Approved as to form:

 Port Attorney

NOTARIZATIONS OF SIGNATURES TO BE ATTACHED

LAND DESCRIPTION

PORT PARCEL 2

AD 369

THOSE PORTIONS OF THE FILLED TIDE AND SUBMERGED LANDS OF THE BAY OF SAN DIEGO, TOGETHER WITH PORTIONS OF TIDELANDS AVENUE (NOW MARINA PARKWAY) AND "G" STREET AS DESCRIBED IN DEDICATION TO CITY OF CHULA VISTA BY INSTRUMENT RECORDED OCTOBER 10, 1966 AS DOCUMENT NO. 163052, OFFICIAL RECORDS, SAN DIEGO COUNTY, ALL IN THE CITY OF CHULA VISTA, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, SAID PORTIONS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT STATION NO. 107 ON THE ORDINARY HIGH WATER MARK OF SAN DIEGO BAY, AS SAID ORDINARY HIGH WATER MARK WAS FIXED AND ESTABLISHED BY THAT AGREEMENT RECORDED JUNE 22, 1953 IN BOOK 4897, PAGE 408 OF OFFICIAL RECORDS SAN DIEGO COUNTY AND AS SHOWN ON MISCELLANEOUS MAP NO. 217 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE ALONG SAID ORDINARY HIGH WATER MARK SOUTH 58°27'22" EAST A DISTANCE OF 20.76 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID ORDINARY HIGH WATER MARK SOUTH 58°27'22" EAST 85.21 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID MARINA PARKWAY AND THE BEGINNING OF A NON-TANGENT 20.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, TO WHICH A RADIAL LINE BEARS NORTH 33°14'23" WEST; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR COURSES AND DISTANCES: 1) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 71°08'21" A DISTANCE OF 24.83 FEET, 2) SOUTH 14°22'44" EAST 269.52 FEET TO THE BEGINNING OF A TANGENT 4740.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, 3) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°31'56" A DISTANCE OF 292.21 FEET, AND 4) SOUTH 17°54'40" EAST 535.06 FEET TO THE POINT OF CUSP OF A TANGENT 1125.55 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°51'55" A DISTANCE OF 390.24 FEET; THENCE NORTH 37°46'35" WEST 748.69 FEET TO THE BEGINNING OF A NON-TANGENT 313.69 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, TO WHICH A RADIAL LINE BEARS NORTH 57°32'26" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°10'37" A DISTANCE OF 22.87 FEET; THENCE NORTH 17°48'00" WEST 66.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID "G" STREET; THENCE ALONG THE NORTHERLY LINE OF SAID "G" STREET AND MARINA PARKWAY, NORTH 72°12'00" EAST 194.00 FEET TO THE BEGINNING OF A TANGENT 20.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°34'44" A DISTANCE OF 30.22 FEET; THENCE NORTH 75°37'16" EAST 60.00 FEET; THENCE SOUTH 14°22'44" EAST 1.46 FEET; THENCE NORTH 75°37'16" EAST 14.25 FEET TO THE TRUE POINT OF BEGINNING.

RESERVING TO THE STATE OF CALIFORNIA, IN ALL THE LANDS DESCRIBED HEREIN, ALL MINERALS AND MINERAL DEPOSITS, INCLUDING, BUT NOT LIMITED TO, OIL AND GAS, OTHER GASES, INCLUDING, BUT NOT LIMITED TO NONHYDROCARBON AND GEOTHERMAL GASES, OIL SHALE, COAL, PHOSPHATE, ALUMINA, SILICA, FOSSILS OF ALL GEOLOGICAL AGES, SODIUM, GOLD, SILVER, METALS AND THEIR COMPOUNDS, ALKALI, ALKALI EARTH, SAND, CLAY, GRAVEL, SALTS AND MINERAL WATERS, URANIUM, TRONA, AND GEOTHERMAL RESOURCES, TOGETHER WITH THE RIGHT OF THE STATE OR PERSONS

AUTHORIZED BY THE STATE TO PROSPECT FOR, DRILL FOR, EXTRACT, MINE AND REMOVE SUCH DEPOSITS OR RESOURCES, AND TO OCCUPY AND USE SO MUCH OF THE SURFACE OF THE LANDS AS MAY BE NECESSARY THEREFORE.

SAID PARCEL CONTAINS 4.082 ACRES

END DESCRIPTION

EXHIBIT D-3

Recorded at the request of :
 State of California
 California State Lands Commission

WHEN RECORDED mail to:
 California State Lands Commission
 100 Howe Avenue, Suite 100 - South
 Sacramento, CA 95825-8202

Attn: Curtis L. Fossum - Senior Staff Counsel
 (916) 574-1828 / fax 1855 / fossumc@slc.ca.gov

STATE OF CALIFORNIA - OFFICIAL BUSINESS
 Document entitled to free recordation
 pursuant to Government Code Section 27383

NO TAX DUE _____

 Above Space for Recorder's Use

C.S.L.C. - AD 369 / G-10-08.12

APN: 567-010-07; 571-330-10

QUITCLAIM DEED

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the
 SAN DIEGO UNIFIED PORT DISTRICT hereby

QUITCLAIMS TO:

the STATE OF CALIFORNIA, acting by and through the California State Lands
 Commission,

all of its right, title and interest to the following described real property in the County of San
 Diego, State of California:

see Land Description for PORT PARCEL 3, which is attached and incorporated herein
 by reference.

SAN DIEGO UNIFIED PORT DISTRICT

Date: _____

Approved as to form:

 Port Attorney

NOTARIZATIONS OF SIGNATURES TO BE ATTACHED

LAND DESCRIPTION
PORT PARCEL 3

AD 369

PARCEL 3: THE WESTERLY 30.00 FEET OF THE EASTERLY 70.00 FEET OF THE SOUTHERLY 150.00 FEET OF THE NORTHERLY 170.00 FEET OF QUARTER SECTION 171, IN THE RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

PARCEL 4: THE EASTERLY 20.00 FEET OF THE NORTHERLY 170.00 FEET OF THE WESTERLY 150.00 FEET OF THE EASTERLY 170.00 FEET OF QUARTER SECTION 171 OF RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AND ALSO THE WESTERLY 150.00 FEET OF THE EASTERLY 170.00 FEET OF QUARTER SECTION 171 OF RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, LYING SOUTHERLY OF THE NORTHERLY 170.00 FEET OF SAID QUARTER SECTION 171.

EXCEPTING THEREFROM THAT PORTION LYING SOUTHERLY OF A LINE WHICH IS NINE FEET NORTHERLY OF AND PARALLEL TO THE WESTERLY PROLONGATION OF THE NORTHERLY RIGHT-OF-WAY OF H STREET;

ALSO EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL MINERALS UNDERLYING THE ABOVE DESCRIBED LAND AND LYING MORE THAN 500.00 FEET BELOW THE SURFACE THEREOF, INCLUDING WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, PROVIDED THAT (GRANTOR) SHALL NOT HAVE THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, OR THAT PORTION OF THE SUBSURFACE THEREOF WITHIN 500.00 FEET OF THE SURFACE FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS, (GRANTOR) MAY HOWEVER, REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND INTO THE SUBSURFACE OF SAID LAND BELOW 500.00 FEET BENEATH THE SURFACE THEREOF, PROVIDED, THAT THE EXERCISE OF SUCH RIGHTS BY (GRANTOR) SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF THE LAND HEREIN DESCRIBED OR ANY IMPROVEMENTS THEREON AS RESERVED BY SANTA FE LAND IMPROVEMENT COMPANY, IN DEED RECORDED JANUARY 2, 1959 AS DOCUMENT NO. 6, IN BOOK 7425, PAGE 4 AND MAY 22, 1959 AS DOCUMENT NO. 103648, IN BOOK 7677, PAGE 45 OF OFFICIAL RECORDS.

PARCEL 7: THE WESTERLY 150.00 FEET OF THE EASTERLY 170.00 FEET OF QUARTER SECTION 172 OF RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

EXCEPTING THEREFROM THE SOUTHERLY 332.00 FEET OF SAID QUARTER SECTION 172.
ALSO EXCEPTING THEREFROM THAT PORTION OF SAID QUARTER SECTION 172 LYING NORTHERLY OF THE CENTERLINE OF "F" STREET.

ALSO EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL MINERALS UNDERLYING THE ABOVE DESCRIBED LAND AND LYING MORE THAN 500.00 FEET BELOW THE SURFACE THEREOF, INCLUDING WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, PROVIDED THAT (GRANTOR) SHALL NOT HAVE THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, OR THAT PORTION OF THE SUBSURFACE THEREOF WITHIN 500.00 FEET OF THE SURFACE FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS, (GRANTOR) MAY HOWEVER, REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND INTO THE SUBSURFACE OF SAID LAND BELOW 500.00 FEET BENEATH THE SURFACE THEREOF, PROVIDED, THAT THE EXERCISE OF SUCH RIGHTS BY (GRANTOR) SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF THE LAND HEREIN DESCRIBED OR OF ANY IMPROVEMENTS THEREON AS RESERVED BY SANTA FE LAND IMPROVEMENT COMPANY, IN DEEDS RECORDED JANUARY 2, 1959 AS DOCUMENT NO. 6, IN BOOK 7425, PAGE 4 AND MAY 22, 1959 AS DOCUMENT NO. 103648, IN BOOK 7677, PAGE 45 OF OFFICIAL RECORDS.

PARCEL 8: THE WESTERLY 60.00 FEET OF THE EASTERLY 80.00 FEET OF THE SOUTHERLY 332.00 FEET OF QUARTER SECTION 172 OF RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL MINERALS UNDERLYING THE ABOVE DESCRIBED LAND AND LYING MORE THAN 500.00 FEET BELOW THE SURFACE THEREOF, INCLUDING WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, PROVIDED THAT (GRANTOR) SHALL NOT HAVE THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, OR THAT PORTION OF THE SUBSURFACE THEREOF WITHIN 500.00 FEET OF THE SURFACE FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS, (GRANTOR), MAY HOWEVER, REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND INTO THE SUBSURFACE OF SAID LAND BELOW 500.00 FEET BENEATH THE SURFACE THEREOF, PROVIDED, THAT THE EXERCISE OF SUCH RIGHTS BY (GRANTOR) SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF THE LAND HEREIN DESCRIBED OR ANY IMPROVEMENTS THEREON AS RESERVED BY SANTA FE LAND IMPROVEMENT COMPANY, IN DEEDS RECORDED JANUARY 2, 1959, AS DOCUMENT NO. 6, IN BOOK 7425, PAGE 4 AND MAY 22, 1959, AS DOCUMENT NO. 103648, IN BOOK 7677, PAGE 45 OF OFFICIAL RECORDS.

SAID PARCELS CONTAIN 7.827 ACRES MORE OR LESS.

END DESCRIPTION

EXHIBIT E-1

Recorded at the request of :
 State of California
 California State Lands Commission

WHEN RECORDED mail to:
 California State Lands Commission
 100 Howe Avenue, Suite 100 - South
 Sacramento, CA 95825-8202

Attn: Curtis L. Fossum - Senior Staff Counsel
 (916) 574-1828 / fax 1855 / fossumc@slc.ca.gov

STATE OF CALIFORNIA - OFFICIAL BUSINESS
 Document entitled to free recordation
 pursuant to Government Code Section 27383

NO TAX DUE _____

 Above Space for Recorder's Use

C.S.L.C. - AD 369 / G-10-08.12

APN: 571-30-21

GRANT DEED

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ROHR, INC., operating as BFGOODRICH AEROSPACE AEROSTRUCTURES GROUP, a Delaware corporation and wholly owned subsidiary of THE B. F. GOODRICH COMPANY, formerly known as ROHR INDUSTRIES, INC., a Delaware corporation formerly ROHR CORPORATION, a California corporation, who acquired title to portions of the herein described land as ROHR AIRCRAFT CORPORATION, a California corporation,

GRANTS to:

STATE OF CALIFORNIA, acting by and through the California State Lands Commission,

the following described real property in the County of San Diego, State of California:

see Legal Description for BFG PARCEL 1, which is attached and incorporated herein by reference.

ROHR, INC., operating as BFGOODRICH
 AEROSPACE AEROSTRUCTURES GROUP, a
 Delaware corporation and wholly owned subsidiary
 of THE B.F. GOODRICH COMPANY

Date: _____

**NOTARIZATION OF SIGNATURE TO BE ATTACHED
 LAND DESCRIPTION**

BFG PARCEL 1

AD 369

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF QUARTER SECTION 163 AND THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF QUARTER SECTION 164 OF RANCHO DE LA NACION IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY MAY 11, 1869 AND ALL OF LOTS 7, 8, 9, 10 AND 11 AND THOSE PORTIONS OF LOTS 1, 2, 3, 4, 5, 6, 12, 13, 14, AND 15 IN BLOCK "B" OF RESUBDIVISION OF BAY VILLA TRACT, ACCORDING TO MAP THEREOF NO. 1198, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AUGUST 6, 1909. TOGETHER WITH THOSE PORTIONS OF WALNUT STREET ADJOINING SAID BLOCK "B" ON THE WEST AND THE ALLEY LYING WITHIN SAID BLOCK "B" AND THAT PORTION OF "I" STREET LYING WITHIN SAID QUARTER SECTIONS 163 AND 164 AS VACATED AND CLOSED TO PUBLIC USE BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHULA VISTA RECORDED AUGUST 12, 1971 AS FILE NO. 179188 OF OFFICIAL RECORDS DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID QUARTER SECTION 163, DISTANCE THEREON 20.00 FEET EASTERLY FROM THE SOUTHWEST CORNER THEREOF; THENCE NORTH 17°46'58" WEST ON A LINE 20.00 FEET EASTERLY FROM AND PARALLEL WITH THE WESTERLY LINE OF SAID QUARTER SECTION 163 A DISTANCE OF 1282.11 FEET TO A POINT ON THE SOUTHERLY LINE OF "H" STREET AS SHOWN ON SAID MAP NO. 1198; THENCE ALONG SAID SOUTHERLY LINE NORTH 72°12'15" EAST 19.89 FEET TO A POINT ON THE WESTERLY LINE OF THAT OF LAND CONVEYED TO THE STATE OF CALIFORNIA (CALTRANS) BY DEED RECORDED AUGUST 1, 1968 AS FILE NO. 130106 OF OFFICIAL RECORDS; THENCE ALONG THE WESTERLY BOUNDARY OF SAID CALTRANS LAND THE FOLLOWING SEVEN COURSES: 1) SOUTH 17°48'37" EAST 5.95 FEET, 2) NORTH 74°58'17" EAST 188.10 FEET TO THE BEGINNING OF A TANGENT 45.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, 3) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 73°18'01" A DISTANCE OF 57.57 FEET, 4) TANGENT TO SAID CURVE SOUTH 31°43'55" EAST 181.34 FEET, 5) SOUTH 26°51'03" EAST 342.59 FEET TO THE BEGINNING OF A TANGENT 1669.99 FOOT RADIUS CURVE CONCAVE WESTERLY, 6) SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°20'28" A DISTANCE OF 418.00 FEET, AND 7) SOUTH 12°30'35" EAST 303.54 FEET TO THE CENTERLINE OF "I" STREET AS CLOSED AND VACATED; THENCE ALONG SAID CENTERLINE SOUTH 72°15'16" WEST 332.90 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 9.668 ACRES

END DESCRIPTION

14769
EXHIBIT E-2

Recorded at the request of :
State of California
California State Lands Commission

WHEN RECORDED mail to:
California State Lands Commission
100 Howe Avenue, Suite 100 - South
Sacramento, CA 95825-8202

Attn: Curtis L. Fossum - Senior Staff Counsel
(916) 574-1828 / fax 1855 / fossumc@slc.ca.gov

STATE OF CALIFORNIA - OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section 27383

NO TAX DUE _____

Above Space for Recorder's Use

C.S.L.C. - AD 369 / G-10-08.12

APN: 571-330-17

GRANT DEED

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ROHR, INC., operating as BFGOODRICH AEROSPACE AEROSTRUCTURES GROUP, a Delaware corporation and wholly owned subsidiary of THE B. F. GOODRICH COMPANY, formerly known as ROHR INDUSTRIES, INC., a Delaware corporation formerly ROHR CORPORATION, a California corporation, who acquired title to portions of the herein described land as ROHR AIRCRAFT CORPORATION, a California corporation,

GRANTS to:

the STATE OF CALIFORNIA, acting by and through the California State Lands Commission,

the following described real property in the County of San Diego, State of California:

see Legal Description for BFG PARCEL 2, which is attached and incorporated herein by reference.

ROHR, INC., operating as BFGOODRICH
AEROSPACE AEROSTRUCTURES GROUP, a
Delaware corporation and wholly owned subsidiary
of THE B.F. GOODRICH COMPANY

Date: _____

NOTARIZATION OF SIGNATURE TO BE ATTACHED

LAND DESCRIPTION

BFG PARCEL 2

AD 369

THOSE PORTIONS OF FRACTIONAL QUARTER SECTION 170 AND 171 OF THE RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF BY MORRILL, FILED AS MAP NO. 166 IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID FRACTIONAL QUARTER SECTION 171; THENCE SOUTH 17°54'28" EAST ALONG THE EASTERLY LINE OF SAID FRACTIONAL QUARTER SECTION, 1270.95 FEET TO A POINT ON A LINE NINE FEET PARALLEL TO AND NORTHERLY OF THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF "H" STREET, AS SAID STREET IS SHOWN ON THE MAP OF BAY VILLA TRACT, ACCORDING TO MAP THEREOF NO. 1198, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE SOUTH 72°12'00" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 170.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE PARALLEL WITH AND DISTANT 170.00 FEET WESTERLY FROM THE EASTERLY LINE OF SAID FRACTIONAL QUARTER SECTIONS, THE FOLLOWING THREE COURSES AND DISTANCES: 1) SOUTH 17°54'28" EAST, 49.14 FEET, 2) SOUTH 17°47'12" EAST 1321.96 FEET AND 3) SOUTH 17°50'01" EAST 1283.10 FEET TO A POINT IN THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF "J" STREET, AS SHOWN ON RECORD OF SURVEY NO. 917 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE ALONG SAID WESTERLY PROLONGATION SOUTH 72°04'39" WEST, 593.24 FEET TO A POINT ON THE ORDINARY HIGH WATER MARK OF SAN DIEGO BAY, AS SAID ORDINARY HIGH WATER MARK WAS FIXED AND ESTABLISHED BY THAT AGREEMENT RECORDED JUNE 22, 1953 IN BOOK 4897, PAGE 408, OF OFFICIAL RECORDS, SAN DIEGO COUNTY AND AS SHOWN ON MISCELLANEOUS MAP NO. 217 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE ALONG SAID ORDINARY HIGH WATER MARK THE FOLLOWING EIGHT COURSES AND DISTANCES: 1) NORTH 07°04'12" WEST, 491.51 FEET TO STATION 117, 2) NORTH 04°01'57" WEST 568.80 FEET TO STATION 116, 3) NORTH 14°12'27" WEST 489.77 FEET TO STATION 115, 4) NORTH 22°26'52" WEST 184.97 FEET TO STATION 114, 5) NORTH 57°45'31" WEST 230.80 FEET TO STATION 113, 6) NORTH 20°56'53" WEST 453.58 FEET TO STATION 112, 7) NORTH 24°18'00" WEST 233.28 FEET TO STATION 111, AND 8) NORTH 30°20'10" WEST 87.43 FEET TO A POINT ON A LINE NINE FEET PARALLEL TO AND NORTHERLY OF THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF "H" STREET AS DESCRIBED; THENCE ALONG SAID PARALLEL LINE NORTH 72°12'00" EAST 568.65 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 27.923 ACRES

END DESCRIPTION

EXHIBIT F-1

Recorded at the request of :
 State of California
 California State Lands Commission

WHEN RECORDED mail to:
 California State Lands Commission
 100 Howe Avenue, Suite 100 - South
 Sacramento, CA 95825-8202

Attn: Curtis L. Fossum - Senior Staff Counsel
 (916) 574-1828 / fax 1855 / fossumc@slc.ca.gov

with a copy to:
 BFGoodrich Aerospace Aerostructures Group
 850 Lagoon Drive
 Chula Vista, CA 91910-2098
 Attn: Art Sellgren

STATE OF CALIFORNIA - OFFICIAL BUSINESS
 Document entitled to free recordation
 pursuant to Government Code Section 27383

NO TAX DUE _____

 Above Space for Recorder's Use
 APN: 760-048-05

C.S.L.C. - AD 369 / G-10-08.12

GRANT DEED

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, The STATE OF CALIFORNIA, acting by and through the California State Lands Commission, hereby

GRANTS TO:

ROHR, INC., operating as BFGOODRICH AEROSPACE AEROSTRUCTURES GROUP, a Delaware corporation and wholly owned subsidiary of THE B. F. GOODRICH COMPANY

the following described real property in the County of San Diego, State of California:

see Land Description for PORT PARCEL 1, which is attached and incorporated herein by reference.

STATE OF CALIFORNIA
 CALIFORNIA STATE LANDS COMMISSION

Date: _____

NOTARIZATION OF SIGNATURE TO BE ATTACHED

LAND DESCRIPTION

PORT PARCEL 1

AD 369

THAT PORTION OF THE FILLED TIDELANDS AND SUBMERGED LANDS OF THE BAY OF SAN DIEGO, IN THE CITY OF CHULA VISTA, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT STATION NO. 107 ON THE ORDINARY HIGH WATER MARK OF SAN DIEGO BAY, AS SAID ORDINARY HIGH WATER MARK WAS FIXED AND ESTABLISHED BY THAT AGREEMENT RECORDED JUNE 22, 1953 IN BOOK 4897, PAGE 408 OFFICIAL RECORDS SAN DIEGO COUNTY AND AS SHOWN ON MISCELLANEOUS MAP NO. 217 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE ALONG SAID ORDINARY HIGH WATER MARK SOUTH 58°27'22" EAST A DISTANCE OF 105.97 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF MARINA PARKWAY (FORMERLY TIDELANDS AVENUE AS DESCRIBED IN DEDICATION TO CITY OF CHULA VISTA BY INSTRUMENT RECORDED OCTOBER 10, 1966, AS DOCUMENT NO. 163052, OFFICIAL RECORDS, SAN DIEGO COUNTY), SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID ORDINARY HIGH WATER MARK THE FOLLOWING FOUR COURSES AND DISTANCES: 1) SOUTH 58°27'22" EAST 191.91 FEET TO STATION NO. 108, 2) SOUTH 40°32'27" EAST A DISTANCE OF 525.72 FEET TO STATION NO. 109, 3) SOUTH 38°43'34" EAST A DISTANCE OF 344.41 FEET TO STATION NO. 110, 4) SOUTH 30°20'10" EAST A DISTANCE OF 305.37 FEET TO A POINT ON A LINE NINE FEET PARALLEL TO AND NORTHERLY OF THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF "H" STREET, AS SAID STREET IS SHOWN ON THE MAP OF BAY VILLA TRACT, ACCORDING TO MAP THEREOF NO. 1198, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE ALONG SAID PARALLEL LINE, SOUTH 72°12'00" WEST 555.41 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE OF MARINA PARKWAY; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR COURSES AND DISTANCES: 1) NORTH 17°54'40" WEST A DISTANCE OF 671.06 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 4,740.00 FEET THE CENTER OF WHICH BEARS NORTH 72°05'20" EAST, 2) NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND THROUGH A CENTRAL ANGLE OF 03°31'56" A DISTANCE OF 292.21 FEET, 3) NORTH 14°22'44" WEST A DISTANCE OF 269.52 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 20.00 FEET, THE CENTER OF WHICH BEARS NORTH 75°37'16" EAST, 4) NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 71°08'21" AN ARC DISTANCE OF 24.83 FEET TO THE TRUE POINT OF BEGINNING.

RESERVING TO THE STATE OF CALIFORNIA, IN ALL THE LANDS DESCRIBED HEREIN, ALL MINERALS AND MINERAL DEPOSITS, INCLUDING, BUT NOT LIMITED TO, OIL AND GAS, OTHER GASES, INCLUDING, BUT NOT LIMITED TO NONHYDROCARBON AND GEOTHERMAL GASES, OIL SHALE, COAL, PHOSPHATE, ALUMINA, SILICA, FOSSILS OF ALL GEOLOGICAL AGES, SODIUM, GOLD, SILVER, METALS AND THEIR COMPOUNDS, ALKALI, ALKALI EARTH, SAND, CLAY, GRAVEL, SALTS AND MINERAL WATERS, URANIUM, TRONA, AND GEOTHERMAL RESOURCES, TOGETHER WITH THE RIGHT OF THE STATE OR PERSONS AUTHORIZED BY THE STATE TO PROSPECT FOR, DRILL FOR, EXTRACT, MINE AND REMOVE SUCH DEPOSITS OR RESOURCES, AND TO OCCUPY AND USE SO MUCH OF THE SURFACE OF THE LANDS AS MAY BE NECESSARY THEREFORE.

SAID PARCEL CONTAINS 9.907 ACRES.

END DESCRIPTION

EXHIBIT F-2

Recorded at the request of:
State of California
California State Lands Commission

WHEN RECORDED mail to:
California State Lands Commission
100 Howe Avenue, Suite 100 - South
Sacramento, CA 95825-8202

Attn: Curtis L. Fossum - Senior Staff Counsel
(916) 574-1828 / fax 1855 / fossumc@slc.ca.gov

with a copy to:
BFGoodrich Aerospace Aerostructures Group
850 Lagoon Drive
Chula Vista, CA 91910-2098
Attn: Art Sellgren

STATE OF CALIFORNIA - OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section 27383

NO TAX DUE _____

Above Space for Recorder's Use
APN: 760-048-16

C.S.L.C. - AD 369 / G-10-08.12

GRANT DEED

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, The STATE OF CALIFORNIA, acting by and through the California State Lands Commission, hereby

GRANTS TO:

ROHR, INC., operating as BFGOODRICH AEROSPACE AEROSTRUCTURES GROUP, a Delaware corporation and wholly owned subsidiary of THE B. F. GOODRICH COMPANY

the following described real property in the County of San Diego, State of California:

see Land Description for PORT PARCEL 2, which is attached and incorporated herein by reference.

STATE OF CALIFORNIA
CALIFORNIA STATE LANDS COMMISSION

Date: _____

NOTARIZATION OF SIGNATURE TO BE ATTACHED

LAND DESCRIPTION
PORT PARCEL 2

AD 369

THOSE PORTIONS OF THE FILLED TIDE AND SUBMERGED LANDS OF THE BAY OF SAN DIEGO, TOGETHER WITH PORTIONS OF TIDELANDS AVENUE (NOW MARINA PARKWAY) AND "G" STREET AS DESCRIBED IN DEDICATION TO CITY OF CHULA VISTA BY INSTRUMENT RECORDED OCTOBER 10, 1966 AS DOCUMENT NO. 163052, OFFICIAL RECORDS, SAN DIEGO COUNTY, ALL IN THE CITY OF CHULA VISTA, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, SAID PORTIONS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT STATION NO. 107 ON THE ORDINARY HIGH WATER MARK OF SAN DIEGO BAY, AS SAID ORDINARY HIGH WATER MARK WAS FIXED AND ESTABLISHED BY THAT AGREEMENT RECORDED JUNE 22, 1953 IN BOOK 4897, PAGE 408 OF OFFICIAL RECORDS SAN DIEGO COUNTY AND AS SHOWN ON MISCELLANEOUS MAP NO. 217 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE ALONG SAID ORDINARY HIGH WATER MARK SOUTH 58°27'22" EAST A DISTANCE OF 20.76 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID ORDINARY HIGH WATER MARK SOUTH 58°27'22" EAST 85.21 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID MARINA PARKWAY AND THE BEGINNING OF A NON-TANGENT 20.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, TO WHICH A RADIAL LINE BEARS NORTH 33°14'23" WEST; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR COURSES AND DISTANCES: 1) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 71°08'21" A DISTANCE OF 24.83 FEET, 2) SOUTH 14°22'44" EAST 269.52 FEET TO THE BEGINNING OF A TANGENT 4740.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, 3) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°31'56" A DISTANCE OF 292.21 FEET, AND 4) SOUTH 17°54'40" EAST 535.06 FEET TO THE POINT OF CUSP OF A TANGENT 1125.55 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°51'55" A DISTANCE OF 390.24 FEET; THENCE NORTH 37°46'35" WEST 748.69 FEET TO THE BEGINNING OF A NON-TANGENT 313.69 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, TO WHICH A RADIAL LINE BEARS NORTH 57°32'26" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°10'37" A DISTANCE OF 22.87 FEET; THENCE NORTH 17°48'00" WEST 66.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID "G" STREET; THENCE ALONG THE NORTHERLY LINE OF SAID "G" STREET AND MARINA PARKWAY, NORTH 72°12'00" EAST 194.00 FEET TO THE BEGINNING OF A TANGENT 20.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°34'44" A DISTANCE OF 30.22 FEET; THENCE NORTH 75°37'16" EAST 60.00 FEET; THENCE SOUTH 14°22'44" EAST 1.46 FEET; THENCE NORTH 75°37'16" EAST 14.25 FEET TO THE TRUE POINT OF BEGINNING.

RESERVING TO THE STATE OF CALIFORNIA, IN ALL THE LANDS DESCRIBED HEREIN, ALL MINERALS AND MINERAL DEPOSITS, INCLUDING, BUT NOT LIMITED TO, OIL AND GAS, OTHER GASES, INCLUDING, BUT NOT LIMITED TO NONHYDROCARBON AND GEOTHERMAL GASES, OIL SHALE, COAL, PHOSPHATE, ALUMINA, SILICA, FOSSILS OF ALL GEOLOGICAL AGES, SODIUM, GOLD, SILVER, METALS AND THEIR COMPOUNDS, ALKALI, ALKALI EARTH, SAND, CLAY, GRAVEL, SALTS AND MINERAL WATERS, URANIUM, TRONA, AND GEOTHERMAL RESOURCES, TOGETHER WITH THE RIGHT OF THE STATE OR PERSONS AUTHORIZED BY THE STATE TO PROSPECT FOR, DRILL FOR, EXTRACT, MINE AND REMOVE SUCH

DEPOSITS OR RESOURCES, AND TO OCCUPY AND USE SO MUCH OF THE SURFACE OF THE LANDS AS
MAY BE NECESSARY THEREFORE.

SAID PARCEL CONTAINS 4.082 ACRES

END DESCRIPTION

EXHIBIT F-3

Recorded at the request of :
 State of California
 California State Lands Commission

WHEN RECORDED mail to:
 California State Lands Commission
 100 Howe Avenue, Suite 100 - South
 Sacramento, CA 95825-8202

Attn: Curtis L. Fossum - Senior Staff Counsel
 (916) 574-1828 / fax 1855 / fossumc@slc.ca.gov

with a copy to:
 BFGoodrich Aerospace Aerostructures Group
 850 Lagoon Drive
 Chula Vista, CA 91910-2098
 Attn: Art Sellgren

STATE OF CALIFORNIA - OFFICIAL BUSINESS
 Document entitled to free recordation
 pursuant to Government Code Section 27383

NO TAX DUE _____

 Above Space for Recorder's Use

C.S.L.C. - AD 369 / G-10-08.12

APN: 567-010-07; 571-330-10

QUITCLAIM DEED

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, The STATE OF CALIFORNIA, acting by and through the California State Lands Commission, hereby

QUITCLAIMS TO:

ROHR, INC., operating as BFGOODRICH AEROSPACE AEROSTRUCTURES GROUP, a Delaware corporation and wholly owned subsidiary of THE B. F. GOODRICH COMPANY

all of its right, title and interest to the following described real property in the County of San Diego, State of California:

see Land Description for PORT PARCEL 3, which is attached and incorporated herein by reference.

STATE OF CALIFORNIA
 CALIFORNIA STATE LANDS COMMISSION

Date: _____

NOTARIZATION OF SIGNATURE TO BE ATTACHED

LAND DESCRIPTION

PORT PARCEL 3

AD 369

PARCEL 3: THE WESTERLY 30.00 FEET OF THE EASTERLY 70.00 FEET OF THE SOUTHERLY 150.00 FEET OF THE NORTHERLY 170.00 FEET OF QUARTER SECTION 171, IN THE RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

PARCEL 4: THE EASTERLY 20.00 FEET OF THE NORTHERLY 170.00 FEET OF THE WESTERLY 150.00 FEET OF THE EASTERLY 170.00 FEET OF QUARTER SECTION 171 OF RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AND ALSO THE WESTERLY 150.00 FEET OF THE EASTERLY 170.00 FEET OF QUARTER SECTION 171 OF RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, LYING SOUTHERLY OF THE NORTHERLY 170.00 FEET OF SAID QUARTER SECTION 171.

EXCEPTING THEREFROM THAT PORTION LYING SOUTHERLY OF A LINE WHICH IS NINE FEET NORTHERLY OF AND PARALLEL TO THE WESTERLY PROLONGATION OF THE NORTHERLY RIGHT-OF-WAY OF H STREET;

ALSO EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL MINERALS UNDERLYING THE ABOVE DESCRIBED LAND AND LYING MORE THAN 500.00 FEET BELOW THE SURFACE THEREOF, INCLUDING WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, PROVIDED THAT (GRANTOR) SHALL NOT HAVE THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, OR THAT PORTION OF THE SUBSURFACE THEREOF WITHIN 500.00 FEET OF THE SURFACE FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS, (GRANTOR) MAY HOWEVER, REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND INTO THE SUBSURFACE OF SAID LAND BELOW 500.00 FEET BENEATH THE SURFACE THEREOF, PROVIDED, THAT THE EXERCISE OF SUCH RIGHTS BY (GRANTOR) SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF THE LAND HEREIN DESCRIBED OR ANY IMPROVEMENTS THEREON AS RESERVED BY SANTA FE LAND IMPROVEMENT COMPANY, IN DEED RECORDED JANUARY 2, 1959 AS DOCUMENT NO. 6, IN BOOK 7425, PAGE 4 AND MAY 22, 1959 AS DOCUMENT NO. 103648, IN BOOK 7677, PAGE 45 OF OFFICIAL RECORDS.

PARCEL 7: THE WESTERLY 150.00 FEET OF THE EASTERLY 170.00 FEET OF QUARTER SECTION 172 OF RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

EXCEPTING THEREFROM THE SOUTHERLY 332.00 FEET OF SAID QUARTER SECTION 172.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID QUARTER SECTION 172 LYING NORTHERLY OF THE CENTERLINE OF "F" STREET.

ALSO EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL MINERALS UNDERLYING THE ABOVE DESCRIBED LAND AND LYING MORE THAN 500.00 FEET BELOW THE SURFACE THEREOF, INCLUDING WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, PROVIDED THAT (GRANTOR) SHALL NOT HAVE THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, OR THAT PORTION OF THE SUBSURFACE THEREOF WITHIN 500.00 FEET OF THE SURFACE FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS, (GRANTOR) MAY HOWEVER, REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND INTO THE SUBSURFACE OF SAID LAND BELOW 500.00 FEET BENEATH THE SURFACE THEREOF, PROVIDED, THAT THE EXERCISE OF SUCH RIGHTS BY (GRANTOR) SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF THE LAND HEREIN DESCRIBED OR OF ANY IMPROVEMENTS THEREON AS RESERVED BY SANTA FE LAND IMPROVEMENT COMPANY, IN DEEDS RECORDED JANUARY 2, 1959 AS DOCUMENT NO. 6, IN BOOK 7425, PAGE 4 AND MAY 22, 1959 AS DOCUMENT NO. 103648, IN BOOK 7677, PAGE 45 OF OFFICIAL RECORDS.

PARCEL 8: THE WESTERLY 60.00 FEET OF THE EASTERLY 80.00 FEET OF THE SOUTHERLY 332.00 FEET OF QUARTER SECTION 172 OF RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL MINERALS UNDERLYING THE ABOVE DESCRIBED LAND AND LYING MORE THAN 500.00 FEET BELOW THE SURFACE THEREOF, INCLUDING WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, PROVIDED THAT (GRANTOR) SHALL NOT HAVE THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, OR THAT PORTION OF THE SUBSURFACE THEREOF WITHIN 500.00 FEET OF THE SURFACE FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS, (GRANTOR), MAY HOWEVER, REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND INTO THE SUBSURFACE OF SAID LAND BELOW 500.00 FEET BENEATH THE SURFACE THEREOF, PROVIDED, THAT THE EXERCISE OF SUCH RIGHTS BY (GRANTOR) SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF THE LAND HEREIN DESCRIBED OR ANY IMPROVEMENTS THEREON AS RESERVED BY SANTA FE LAND IMPROVEMENT COMPANY, IN DEEDS RECORDED JANUARY 2, 1959, AS DOCUMENT NO. 6, IN BOOK 7425, PAGE 4 AND MAY 22, 1959, AS DOCUMENT NO. 103648, IN BOOK 7677, PAGE 45 OF OFFICIAL RECORDS.

SAID PARCELS CONTAIN 7.827 ACRES MORE OR LESS.

END DESCRIPTION

LAND DESCRIPTION

PORT PARCEL 3

AD 369

PARCEL 3: THE WESTERLY 30.00 FEET OF THE EASTERLY 70.00 FEET OF THE SOUTHERLY 150.00 FEET OF THE NORTHERLY 170.00 FEET OF QUARTER SECTION 171, IN THE RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

PARCEL 4: THE EASTERLY 20.00 FEET OF THE NORTHERLY 170.00 FEET OF THE WESTERLY 150.00 FEET OF THE EASTERLY 170.00 FEET OF QUARTER SECTION 171 OF RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AND ALSO THE WESTERLY 150.00 FEET OF THE EASTERLY 170.00 FEET OF QUARTER SECTION 171 OF RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, LYING SOUTHERLY OF THE NORTHERLY 170.00 FEET OF SAID QUARTER SECTION 171.

EXCEPTING THEREFROM THAT PORTION LYING SOUTHERLY OF THE PROLONGATION OF THE NORTHERLY RIGHT-OF-WAY OF H STREET;

ALSO EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL MINERALS UNDERLYING THE ABOVE DESCRIBED LAND AND LYING MORE THAN 500.00 FEET BELOW THE SURFACE THEREOF, INCLUDING WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, PROVIDED THAT (GRANTOR) SHALL NOT HAVE THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, OR THAT PORTION OF THE SUBSURFACE THEREOF WITHIN 500.00 FEET OF THE SURFACE FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS, (GRANTOR) MAY HOWEVER, REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND INTO THE SUBSURFACE OF SAID LAND BELOW 500.00 FEET BENEATH THE SURFACE THEREOF, PROVIDED, THAT THE EXERCISE OF SUCH RIGHTS BY (GRANTOR) SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF THE LAND HEREIN DESCRIBED OR ANY IMPROVEMENTS THEREON AS RESERVED BY SANTA FE LAND IMPROVEMENT COMPANY, IN DEED RECORDED JANUARY 2, 1959 AS DOCUMENT NO. 6, IN BOOK 7425, PAGE 4 AND MAY 22, 1959 AS DOCUMENT NO. 103648, IN BOOK 7677, PAGE 45 OF OFFICIAL RECORDS.

PARCEL 7: THE WESTERLY 150.00 FEET OF THE EASTERLY 170.00 FEET OF QUARTER SECTION 172 OF RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

EXCEPTING THEREFROM THE SOUTHERLY 332.00 FEET OF SAID QUARTER SECTION 172.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID QUARTER SECTION 172 LYING NORTHERLY OF THE CENTERLINE OF "F" STREET.

ALSO EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL MINERALS UNDERLYING THE ABOVE DESCRIBED LAND AND LYING MORE THAN 500.00 FEET BELOW THE SURFACE THEREOF, INCLUDING WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, PROVIDED THAT (GRANTOR) SHALL NOT HAVE THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, OR THAT PORTION OF THE SUBSURFACE THEREOF WITHIN 500.00 FEET OF THE SURFACE FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS, (GRANTOR) MAY HOWEVER, REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND INTO THE SUBSURFACE OF SAID LAND BELOW 500.00 FEET BENEATH THE SURFACE THEREOF, PROVIDED, THAT THE EXERCISE OF SUCH RIGHTS BY (GRANTOR) SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF THE LAND HEREIN DESCRIBED OR OF ANY IMPROVEMENTS THEREON AS RESERVED BY SANTA FE LAND IMPROVEMENT COMPANY, IN DEEDS RECORDED JANUARY 2, 1959 AS DOCUMENT NO. 6, IN BOOK 7425, PAGE 4 AND MAY 22, 1959 AS DOCUMENT NO. 103648, IN BOOK 7677, PAGE 45 OF OFFICIAL RECORDS.

PARCEL 8: THE WESTERLY 60.00 FEET OF THE EASTERLY 80.00 FEET OF THE SOUTHERLY 332.00 FEET OF QUARTER SECTION 172 OF RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL MINERALS UNDERLYING THE ABOVE DESCRIBED LAND AND LYING MORE THAN 500.00 FEET BELOW THE SURFACE THEREOF, INCLUDING WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, PROVIDED THAT (GRANTOR) SHALL NOT HAVE THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, OR THAT PORTION OF THE SUBSURFACE THEREOF WITHIN 500.00 FEET OF THE SURFACE FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS, (GRANTOR), MAY HOWEVER, REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND INTO THE SUBSURFACE OF SAID LAND BELOW 500.00 FEET BENEATH THE SURFACE THEREOF, PROVIDED, THAT THE EXERCISE OF SUCH RIGHTS BY (GRANTOR) SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF THE LAND HEREIN DESCRIBED OR ANY IMPROVEMENTS THEREON AS RESERVED BY SANTA FE LAND IMPROVEMENT COMPANY, IN DEEDS RECORDED JANUARY 2, 1959, AS DOCUMENT NO. 6, IN BOOK 7425, PAGE 4 AND MAY 22, 1959, AS DOCUMENT NO. 103648, IN BOOK 7677, PAGE 45 OF OFFICIAL RECORDS.

SAID PARCELS CONTAIN 7.827 ACRES MORE OR LESS.

END DESCRIPTION

EXHIBIT G

Recorded at the request of :
 State of California
 California State Lands Commission

WHEN RECORDED mail to:
 California State Lands Commission
 100 Howe Avenue, Suite 100 - South
 Sacramento, CA 95825-8202

Attn: Curtis L. Fossum - Senior Staff Counsel
 (916) 574-1828 / fax 1855 / fossumc@slc.ca.gov

STATE OF CALIFORNIA - OFFICIAL BUSINESS
 Document entitled to free recordation
 pursuant to Government Code Section 27383

NO TAX DUE _____

 Above Space for Recorder's Use

C.S.L.C. - AD 369 / WG-10-08.12

APN: 760-048-05

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING
 Government Code 27281

This is to certify that the STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby accepts the real property conveyed to it by the attached grant deed from the San Diego Unified Port District, as Trustee, for PORT PARCEL 1, and consents to the recordation of this conveyance.

The said interests in real property are accepted by the STATE OF CALIFORNIA, in its sovereign capacity in trust for the people of the state, as real property of the legal character of tidelands and submerged lands.

This acceptance and consent to recording is executed by and on behalf of the STATE OF CALIFORNIA by the CALIFORNIA STATE LANDS COMMISSION, acting pursuant to law, as approved by Minute Item No. 73 of its public meeting in Los Angeles, California on December 3, 1999, by its duly authorized undersigned officer.

CALIFORNIA STATE LANDS COMMISSION

Dated: _____

By _____
 Executive Officer

ACKNOWLEDGMENT OF SIGNATURE TO BE ATTACHED

14782

Recorded at the request of :
State of California
California State Lands Commission

WHEN RECORDED mail to:
California State Lands Commission
100 Howe Avenue, Suite 100 - South
Sacramento, CA 95825-8202

Attn: Curtis L. Fossum - Senior Staff Counsel
(916) 574-1828 / fax 1855 / fossumc@slc.ca.gov

STATE OF CALIFORNIA - OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section 27383

NO TAX DUE _____

Above Space for Recorder's Use

C.S.L.C. - AD 369 / WG-10-08.12

APNs: 760-048-16

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING
Government Code 27281

This is to certify that the STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby accepts the real property conveyed to it by the attached grant deed from the San Diego Unified Port District, as Trustee, for PORT PARCEL 2, and consents to the recordation of this conveyance.

The said interests in real property are accepted by the STATE OF CALIFORNIA, in its sovereign capacity in trust for the people of the state, as real property of the legal character of tidelands and submerged lands.

This acceptance and consent to recording is executed by and on behalf of the STATE OF CALIFORNIA by the CALIFORNIA STATE LANDS COMMISSION, acting pursuant to law, as approved by Minute Item No. 73 of its public meeting in Los Angeles, California on December 3, 1999, by its duly authorized undersigned officer.

CALIFORNIA STATE LANDS COMMISSION

Dated: _____

By _____
Executive Officer

ACKNOWLEDGMENT OF SIGNATURE TO BE ATTACHED

EXHIBIT I

Recorded at the request of :
 State of California
 California State Lands Commission

WHEN RECORDED mail to:
 California State Lands Commission
 100 Howe Avenue, Suite 100 - South
 Sacramento, CA 95825-8202

Attn: Curtis L. Fossum - Senior Staff Counsel
 (916) 574-1828 / fax 1855 / fossumc@slc.ca.gov

STATE OF CALIFORNIA - OFFICIAL BUSINESS
 Document entitled to free recordation
 pursuant to Government Code Section 27383

NO TAX DUE _____

 Above Space for Recorder's Use

C.S.L.C. - AD 369 / WG-10-08.12

APNs:

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING
 Government Code 27281

This is to certify that the STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby accepts all the right, title and interest in real property conveyed to it by the attached quitclaim deed from the San Diego Unified Port District, as Trustee, for PORT PARCEL 3, and consents to the recordation of this conveyance.

The said interests in real property are accepted by the STATE OF CALIFORNIA, in its sovereign capacity in trust for the people of the state, as real property of the legal character of tidelands and submerged lands.

This acceptance and consent to recording is executed by and on behalf of the STATE OF CALIFORNIA by the CALIFORNIA STATE LANDS COMMISSION, acting pursuant to law, as approved by Minute Item No. 73 of its public meeting in Los Angeles, California on December 3, 1999, by its duly authorized undersigned officer.

CALIFORNIA STATE LANDS COMMISSION

Dated: _____

By: _____
 Executive Officer

ACKNOWLEDGMENT OF SIGNATURE TO BE ATTACHED

14784
EXHIBIT J

Recorded at the request of :
State of California
California State Lands Commission

WHEN RECORDED mail to:
California State Lands Commission
100 Howe Avenue, Suite 100 - South
Sacramento, CA 95825-8202

Attn: Curtis L. Fossum - Senior Staff Counsel
(916) 574-1828 / fax 1855 / fossumc@slc.ca.gov

STATE OF CALIFORNIA - OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section 27383

NO TAX DUE _____

Above Space for Recorder's Use

C.S.L.C. - AD 369 / WG-10-08.12

APNs: 571-330-21

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING
Government Code 27281

This is to certify that the STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby accepts the real property conveyed to it by the attached grant deed from ROHR INC., operating as BFGOODRICH AEROSPACE AEROSTRUCTURES GROUP, a Delaware corporation and wholly-owned subsidiary of THE B. F. GOODRICH COMPANY for BFG PARCEL 1 and consents to the recordation of this conveyance.

The said interests in real property are accepted by the STATE OF CALIFORNIA, in its sovereign capacity in trust for the people of the state, as real property of the legal character of tidelands and submerged lands.

This acceptance and consent to recording is executed by and on behalf of the STATE OF CALIFORNIA by the CALIFORNIA STATE LANDS COMMISSION, acting pursuant to law, as approved by Minute Item No. 73 of its public meeting in Los Angeles, California on December 3, 1999, by its duly authorized undersigned officer.

CALIFORNIA STATE LANDS COMMISSION

Dated: _____

By: _____
Executive Officer

ACKNOWLEDGMENT OF SIGNATURE TO BE ATTACHED

EXHIBIT K

Recorded at the request of :
 State of California
 California State Lands Commission

WHEN RECORDED mail to:
 California State Lands Commission
 100 Howe Avenue, Suite 100 - South
 Sacramento, CA 95825-8202

Attn: Curtis L. Fossum - Senior Staff Counsel
 (916) 574-1828 / fax 1855 / fossumc@slc.ca.gov

STATE OF CALIFORNIA - OFFICIAL BUSINESS
 Document entitled to free recordation
 pursuant to Government Code Section 27383

NO TAX DUE _____

 Above Space for Recorder's Use

C.S.L.C. - AD 369 / WG-10-08.12

APNs: 571-330-17

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING
 Government Code 27281

This is to certify that the STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby accepts the real property conveyed to it by the attached grant deed from ROHR INC., operating as BFGOODRICH AEROSPACE AEROSTRUCTURES GROUP, a Delaware corporation and wholly-owned subsidiary of THE B. F. GOODRICH COMPANY for BFG PARCEL 2 and consents to the recordation of this conveyance.

The said interests in real property are accepted by the STATE OF CALIFORNIA, in its sovereign capacity in trust for the people of the state, as real property of the legal character of tidelands and submerged lands.

This acceptance and consent to recording is executed by and on behalf of the STATE OF CALIFORNIA by the CALIFORNIA STATE LANDS COMMISSION, acting pursuant to law, as approved by Minute Item No. 73 of its public meeting in Los Angeles, California on December 3, 1999, by its duly authorized undersigned officer.

CALIFORNIA STATE LANDS COMMISSION

Dated: _____

By _____
 Executive Officer

ACKNOWLEDGMENT OF SIGNATURE TO BE ATTACHED

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA
California State Lands Commission
Attn: Title Unit
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N. 571-330-21, 571-330-17
County: San Diego

G 10-08.12

LEASE PRC 8121.9

This Lease consists of this summary and the following attached and incorporated parts:

Section 1	Basic Provisions
Section 2	Special Provisions Amending or Supplementing Section 1 or 4
Section 3	Description of Lease Premises
Section 4	General Provisions

SECTION 1

BASIC PROVISIONS

THE STATE OF CALIFORNIA, hereinafter referred to as Lessor acting by and through the **CALIFORNIA STATE LANDS COMMISSION** (100 Howe Avenue, Suite 100-South, Sacramento, California 95825-8202), pursuant to Division 6 of the Public Resources Code and Title 2, Division 3 of the California Code of Regulations, and for consideration specified in this Lease, does hereby lease, demise and let to:

San Diego Unified Port District

hereinafter referred to as Lessee:

WHOSE MAILING ADDRESS IS: 3165 Pacific Highway
P.O. Box 488
San Diego, California 92122-0488

Attn: Senior Director, Real Estate Operations
those certain lands described in Section 3 subject to the reservations, terms, covenants and conditions of this Lease.

LEASE TYPE: General Lease - Public Agency Use

LAND TYPE: Public Trust Lands

LOCATION: Chula Vista, San Diego County

LAND USE OR PURPOSE: Public Trust purposes consistent with the provisions of Chapter 67, Statutes of 1962, 1st Extraordinary Session, as amended.

TERM: 49 years; beginning _____; ending _____, unless sooner terminated as provided under this Lease.

CONSIDERATION: The public use and benefit; with the State reserving the right at any time to set a monetary rent if the Commission finds such action to be in the State's best interest.

Subject to modification by Lessor as specified in Paragraph 2(b) of Section 4 - General Provisions.

EXISTING AUTHORIZED IMPROVEMENTS: Industrial manufacturing facilities, buildings and equipment, and ancillary support facilities and buildings.

X **EXISTING**

TO BE CONSTRUCTED; CONSTRUCTION MUST BEGIN BY: N/A

AND BE COMPLETED BY: N/A

LIABILITY INSURANCE: N/A

SURETY BOND OR OTHER SECURITY: N/A

SECTION 2

SPECIAL PROVISIONS

BEFORE THE EXECUTION OF THIS LEASE, ITS PROVISIONS ARE AMENDED, REVISED OR SUPPLEMENTED AS FOLLOWS:

1. Lease term will begin immediately upon acquisition of property by the State at close of escrow pursuant to terms of Exchange Agreement dated December 16, 1999.
2. Lease will terminate if lands are legislatively granted to Lessee.

SECTION 3

LEGAL DESCRIPTION

BFG PARCEL 1

AD 369

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF QUARTER SECTION 163 AND THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF QUARTER SECTION 164 OF RANCHO DE LA NACION IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY MAY 11, 1869 AND ALL OF LOTS 7, 8, 9, 10 AND 11 AND THOSE PORTIONS OF LOTS 1, 2, 3, 4, 5, 6, 12, 13, 14, AND 15 IN BLOCK "B" OF RESUBDIVISION OF BAY VILLA TRACT, ACCORDING TO MAP THEREOF NO. 1198, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AUGUST 6, 1909. TOGETHER WITH THOSE PORTIONS OF WALNUT STREET ADJOINING SAID BLOCK "B" ON THE WEST AND THE ALLEY LYING WITHIN SAID BLOCK "B" AND THAT PORTION OF "I" STREET LYING WITHIN SAID QUARTER SECTIONS 163 AND 164 AS VACATED AND CLOSED TO PUBLIC USE BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHULA VISTA RECORDED AUGUST 12, 1971 AS FILE NO. 179188 OF OFFICIAL RECORDS DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID QUARTER SECTION 163, DISTANCE THEREON 20.00 FEET EASTERLY FROM THE SOUTHWEST CORNER THEREOF; THENCE NORTH $17^{\circ}46'58''$ WEST ON A LINE 20.00 FEET EASTERLY FROM AND PARALLEL WITH THE WESTERLY LINE OF SAID QUARTER SECTION 163 A DISTANCE OF 1282.11 FEET TO A POINT ON THE SOUTHERLY LINE OF "H" STREET AS SHOWN ON SAID MAP NO. 1198; THENCE ALONG SAID SOUTHERLY LINE NORTH $72^{\circ}12'15''$ EAST 19.89 FEET TO A POINT ON THE WESTERLY LINE OF THAT OF LAND CONVEYED TO THE STATE OF CALIFORNIA (CALTRANS) BY DEED RECORDED AUGUST 1, 1968 AS FILE NO. 130106 OF OFFICIAL RECORDS; THENCE ALONG THE WESTERLY BOUNDARY OF SAID CALTRANS LAND THE FOLLOWING SEVEN COURSES: 1) SOUTH $17^{\circ}48'37''$ EAST 5.95 FEET, 2) NORTH $74^{\circ}58'17''$ EAST 188.10 FEET TO THE BEGINNING OF A TANGENT 45.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, 3) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $73^{\circ}18'01''$ A DISTANCE OF 57.57 FEET, 4) TANGENT TO SAID CURVE SOUTH $31^{\circ}43'55''$ EAST 181.34 FEET, 5) SOUTH $26^{\circ}51'03''$ EAST 342.59 FEET TO THE BEGINNING OF A TANGENT 1669.99 FOOT RADIUS CURVE CONCAVE WESTERLY, 6) SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $14^{\circ}20'28''$ A DISTANCE OF 418.00 FEET, AND 7) SOUTH $12^{\circ}30'35''$ EAST 303.54 FEET TO THE CENTERLINE OF "I" STREET AS CLOSED AND VACATED; THENCE ALONG SAID CENTERLINE SOUTH $72^{\circ}15'16''$ WEST 332.90 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 9.668 ACRES

END DESCRIPTION

LAND DESCRIPTION**BFG PARCEL 2**

AD 369

THOSE PORTIONS OF FRACTIONAL QUARTER SECTION 170 AND 171 OF THE RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF BY MORRILL, FILED AS MAP NO. 166 IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID FRACTIONAL QUARTER SECTION 171; THENCE SOUTH 17°54'28" EAST ALONG THE EASTERLY LINE OF SAID FRACTIONAL QUARTER SECTION, 1270.95 FEET TO A POINT ON A LINE NINE FEET PARALLEL TO AND NORTHERLY OF THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF "H" STREET, AS SAID STREET IS SHOWN ON THE MAP OF BAY VILLA TRACT, ACCORDING TO MAP THEREOF NO. 1198, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE SOUTH 72°12'00" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 170.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE PARALLEL WITH AND DISTANT 170.00 FEET WESTERLY FROM THE EASTERLY LINE OF SAID FRACTIONAL QUARTER SECTIONS, THE FOLLOWING THREE COURSES AND DISTANCES: 1) SOUTH 17°54'28" EAST, 49.14 FEET, 2) SOUTH 17°47'12" EAST 1321.96 FEET AND 3) SOUTH 17°50'01" EAST 1283.10 FEET TO A POINT IN THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF "J" STREET, AS SHOWN ON RECORD OF SURVEY NO. 917 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE ALONG SAID WESTERLY PROLONGATION SOUTH 72°04'39" WEST, 593.24 FEET TO A POINT ON THE ORDINARY HIGH WATER MARK OF SAN DIEGO BAY, AS SAID ORDINARY HIGH WATER MARK WAS FIXED AND ESTABLISHED BY THAT AGREEMENT RECORDED JUNE 22, 1953 IN BOOK 4897, PAGE 408, OF OFFICIAL RECORDS, SAN DIEGO COUNTY AND AS SHOWN ON MISCELLANEOUS MAP NO. 217 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE ALONG SAID ORDINARY HIGH WATER MARK THE FOLLOWING EIGHT COURSES AND DISTANCES: 1) NORTH 07°04'12" WEST, 491.51 FEET TO STATION 117, 2) NORTH 04°01'57" WEST 568.80 FEET TO STATION 116, 3) NORTH 14°12'27" WEST 489.77 FEET TO STATION 115, 4) NORTH 22°26'52" WEST 184.97 FEET TO STATION 114, 5) NORTH 57°45'31" WEST 230.80 FEET TO STATION 113, 6) NORTH 20°56'53" WEST 453.58 FEET TO STATION 112, 7) NORTH 24°18'00" WEST 233.28 FEET TO STATION 111, AND 8) NORTH 30°20'10" WEST 87.43 FEET TO A POINT ON A LINE NINE FEET PARALLEL TO AND NORTHERLY OF THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF "H" STREET AS DESCRIBED; THENCE ALONG SAID PARALLEL LINE NORTH 72°12'00" EAST 568.65 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 27.923 ACRES

END DESCRIPTION

SECTION 4 GENERAL PROVISIONS

1. GENERAL

These provisions are applicable to all leases, permits, rights-of-way, easements, or licenses or other interests in real property conveyed by the State Lands Commission.

2. CONSIDERATION

(a) Categories

(1) Rental

Lessee shall pay the annual rental as stated in this Lease to Lessor without deduction, delay or offset, on or before the beginning date of this Lease and on or before each anniversary of its beginning date during each year of the Lease term.

(2) Non-Monetary Consideration

If the consideration to Lessor for this Lease is the public use, benefit, health or safety, Lessor shall have the right to review such consideration at any time and set a monetary rental if the State Lands Commission, at its sole discretion, determines that such action is in the best interest of the State.

(b) Modification

Lessor may modify the method, amount or rate of consideration effective on each fifth anniversary of the beginning date of this Lease. Should Lessor fail to exercise such right effective on any fifth anniversary it may do so effective on any one (1) of the next four (4) anniversaries following such fifth anniversary, without prejudice to its right to effect such modification on the next or any succeeding fifth anniversary. No such modification shall become effective unless Lessee is given at least thirty (30) days notice prior to the effective date.

(c) Penalty and Interest

Any installments of rental accruing under this Lease not paid when due shall be subject to a penalty and shall bear interest as specified in Public Resources Code Section 6224 and the Lessor's then existing administrative regulations governing penalty and interest.

3. BOUNDARIES

This Lease is not intended to establish the State's boundaries and is made without prejudice to either party regarding any boundary claims, which may be asserted presently or in the future.

4. LAND USE

(a) General

Lessee shall use the Lease Premises only for the purpose or purposes stated in this Lease and only for the operation and maintenance of the improvements expressly authorized in this Lease. Lessee shall commence use of the Lease Premises within ninety (90) days of the beginning date of this Lease or within ninety (90) days of the date set for construction to commence as set forth in this Lease, whichever is later. Lessee shall notify Lessor within ten (10) days after commencing the construction of authorized improvements and within sixty (60) days after completing them. Lessee's discontinuance of such use for a period of ninety (90) days shall be conclusively presumed to be an abandonment.

(b) Continuous Use

Lessee's use of the Lease Premises shall be continuous from commencement of the Lease until its expiration.

(c) Repairs and Maintenance

Lessee shall, at its own expense, keep and maintain the Lease Premises and all improvements in good order and repair and in safe condition. Lessor shall have no obligation for such repair and maintenance.

(d) Additions, Alterations and Removal

(1) Additions - No improvements other than those expressly authorized in this Lease shall be constructed by the Lessee on the Lease Premises without the prior written consent of Lessor.

(2) Alteration or Removal - Except as provided under this Lease, no alteration or removal of improvements on or natural features of the Lease Premises shall be undertaken without the prior written consent of Lessor.

(e) Conservation

Lessee shall practice conservation of water, energy, and other natural resources and shall prevent pollution and harm to the environment. Lessee shall not violate any law or regulation whose purpose is to conserve resources or to protect the environment. Violation of this section shall constitute grounds for termination of the Lease. Lessor, by its executive officer, shall notify Lessee, when in his or her opinion, Lessee has violated the provisions of this section and Lessee shall respond and discontinue the conduct or remedy the condition within 30 days.

(f) Toxics

Lessee shall not manufacture or generate hazardous wastes on the Lease Premises unless specifically authorized under other terms of this Lease. Lessee shall be fully responsible for any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported on the Lease Premises during the Lease term and shall comply with and be bound by all applicable provisions of such federal, state or local law, regulation or ordinance dealing with such wastes, substances or materials. Lessee shall notify Lessor and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances or materials.

(g) Enjoyment

Subject to the provisions of paragraph 5 (a) (2) below, nothing in this Lease shall preclude Lessee from excluding persons from the Lease Premises when their presence or activity constitutes a material interference with Lessee's use and enjoyment of the Lease Premises as provided under this Lease.

(h) Discrimination

Lessee in its use of the Lease Premises shall not discriminate against any person or class of persons on the basis of race, color, creed, religion, national origin, sex, age, or handicap.

(i) Residential Use

No portion of the Lease Premises shall be used as a location for a residence or for the purpose of mooring a structure, which is used as a residence. For purposes of this Lease, a residence or floating residence includes but is not limited to boats, barges, houseboats, trailers, cabins or combinations of such facilities or other such structures which provide overnight accommodations to the Lessee or others.

5. RESERVATIONS, ENCUMBRANCES AND RIGHTS-OF-WAY**(a) Reservations**

(1) Lessor expressly reserves all natural resources in or on the Lease Premises, including but not limited to timber and minerals as defined under Public Resources Code Sections 6401 and 6407, as well as the right to grant leases in and over the Lease Premises for the extraction of such natural resources; however, such leasing shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.

(2) Lessor expressly reserves a right to go on the Lease Premises and all improvements for any purpose associated with this Lease or for

carrying out any function required by law, or the rules, regulations or management policies of the State Lands Commission. Lessor shall have a right of reasonable access to the Lease Premises across Lessee owned or occupied lands adjacent to the Lease Premises for any purpose associated with this Lease.

(3) Lessor expressly reserves to the public an easement for convenient access across the Lease Premises to other State-owned lands located near or adjacent to the Lease Premises and a right of reasonable passage across and along any right-of-way granted by this Lease; however, such easement or right-of-way shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.

(4) Lessor expressly reserves the right to lease, convey, or encumber the Lease Premises, in whole or in part, during the Lease term for any purpose not inconsistent or incompatible with the rights or privileges of Lessee under this Lease.

(b) Encumbrances

This Lease may be subject to pre-existing contracts, leases, licenses, easements, encumbrances and claims and is made without warranty by Lessor of title, condition or fitness of the land for the stated or intended purpose.

6. RULES, REGULATIONS AND TAXES

(a) Lessee shall comply with and be bound by all presently existing or subsequently enacted rules, regulations, statutes or ordinances of the State Lands Commission or any other governmental agency or entity having lawful authority and jurisdiction.

(b) Lessee understands and agrees that a necessary condition for the granting and continued existence of this Lease is that Lessee obtain and maintain all permits or other entitlements.

(c) Lessee accepts responsibility for and agrees to pay any and all possessory interest taxes, assessments, user fees or service charges imposed on or associated with the leasehold interest, improvements or the Lease Premises, and such payment shall not reduce rental due Lessor under this Lease and Lessor shall have no liability for such payment.

7. INDEMNITY

(a) Lessor shall not be liable and Lessee shall indemnify, hold harmless and, at the option of Lessor, defend Lessor, its officers, agents, and employees against and for any and all liability, claims, damages or injuries of any kind and from any cause, arising out of or connected in any way with the issuance, enjoyment

or breach of this Lease or Lessee's use of the Lease Premises except for any such liability, claims, damage or injury solely caused by the negligence of Lessor, its officers, agents and employees.

(b) Lessee shall notify Lessor immediately in case of any accident, injury or casualty on the Lease Premises.

8. INSURANCE

(a) Lessee shall obtain and maintain in full force and effect during the term of this Lease comprehensive general liability insurance and property damage insurance, with such coverage and limits as may be reasonably requested by Lessor from time to time, but in no event for less than the sum(s) specified, insuring Lessee and Lessor against any and all claims or liability arising out of the ownership, use, occupancy, condition or maintenance of the Lease Premises and all improvements.

(b) The insurance policy or policies shall name the State of California, its officers, employees and volunteers as insureds as to the Lease Premises and shall identify the Lease by its assigned number. Lessee shall provide Lessor with a certificate of such insurance and shall keep such certificate current. The policy (or endorsement) must provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to Lessor. Lessor will not be responsible for any premiums or other assessments on the policy. The coverage provided by the insured (Lessee) shall be primary and non-contributing.

(c) The insurance coverage specified in this Lease shall be in effect at all times during the Lease term and subsequently until all of the Lease Premises have been either accepted as improved, by Lessor, or restored by Lessee as provided elsewhere in this Lease.

9. SURETY BOND

(a) Lessee shall provide a surety bond or other security device acceptable to Lessor, for the specified amount, and naming the State of California as the assured, to guarantee to Lessor the faithful observance and performance by Lessee of all of the terms, covenants and conditions of this Lease.

(b) Lessor may require an increase in the amount of the surety bond or other security device to cover any additionally authorized improvements, alterations or purposes and any modification of consideration.

(c) The surety bond or other security device shall be maintained in full force and effect at all times during the Lease term and subsequently until all of the Lease Premises have been either accepted as improved, by Lessor, or restored by Lessee as provided elsewhere in this Lease.

10. ASSIGNMENT, ENCUMBRANCING OR SUBLETTING

(a) Lessee shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease and shall not sublet the Lease Premises, in whole or in part, or allow any person other than the Lessee's employees, agents, servants and invitees to occupy or use all or any portion of the Lease Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

(b) The following shall be deemed to be an assignment or transfer within the meaning of this Lease:

(1) If Lessee is a corporation, any dissolution, merger, consolidation or other reorganization of Lessee or sale or other transfer of a percentage of capital stock of Lessee which results in a change of controlling persons, or the sale or other transfer of substantially all the assets of Lessee;

(2) If Lessee is a partnership, a transfer of any interest of a general partner, a withdrawal of any general partner from the partnership, or the dissolution of the partnership.

(c) If this Lease is for sovereign lands, it shall be appurtenant to adjoining littoral or riparian land and Lessee shall not transfer or assign its ownership interest or use rights in such adjoining lands separately from the leasehold rights granted herein without the prior written consent of Lessor.

(d) If Lessee desires to assign, sublet, encumber or otherwise transfer all or any portion of the Lease Premises, Lessee shall do all of the following:

(1) Give prior written notice to Lessor;

(2) Provide the name and complete business organization and operational structure of the proposed assignee, sublessee, secured third party or other transferee; and the nature of the use of and interest in the Lease Premises proposed by the assignee, sublessee, secured third party or other transferee. If the proposed assignee, sublessee or secured third party is a general or limited partnership, or a joint venture, provide a copy of the partnership agreement or joint venture agreement, as applicable;

(3) Provide the terms and conditions of the proposed assignment, sublease, or encumbrancing or other transfer;

(4) Provide audited financial statements for the two most recently completed fiscal years of the proposed assignee, sublessee, secured party or

other transferee; and provide pro forma financial statements showing the projected income, expense and financial condition resulting from use of the Lease Premises; and

(5) Provide such additional or supplemental information as Lessor may reasonably request concerning the proposed assignee, sublessee, secured party or other transferee.

Lessor will evaluate proposed assignees, sublessees, secured third parties and other transferees and grant approval or disapproval according to standards of commercial reasonableness considering the following factors within the context of the proposed use: the proposed party's financial strength and reliability, their business experience and expertise, their personal and business reputation, their managerial and operational skills, their proposed use and projected rental, as well as other relevant factors.

(e) Lessor shall have a reasonable period of time from the receipt of all documents and other information required under this provision to grant or deny its approval of the proposed party.

(f) Lessee's mortgage or hypothecation of this Lease, if approved by Lessor, shall be subject to terms and conditions found in a separately drafted standard form (Agreement and Consent to Encumbrancing of Lease) available from Lessor upon request.

(g) Upon the express written assumption of all obligations and duties under this Lease by an assignee approved by Lessor, the Lessee may be released from all liability under this Lease arising after the effective date of assignment and not associated with Lessee's use, possession or occupation of or activities on the Lease Premises; except as to any hazardous wastes, substances or materials as defined under federal state or local law, regulation or ordinance manufactured, generated, used, placed, disposed, stored or transported on the Lease Premises.

(h) If the Lessee files a petition or an order for relief is entered against Lessee, under Chapters 7,9,11 or 13 of the Bankruptcy Code (11 USC Sect. 101, et seq.) then the trustee or debtor-in-possession must elect to assume or reject this Lease within sixty (60) days after filing of the petition or appointment of the trustee, or the Lease shall be deemed to have been rejected, and Lessor shall be entitled to immediate possession of the Lease Premises. No assumption or assignment of this Lease shall be effective unless it is in writing and unless the trustee or debtor-in-possession has cured all defaults under this Lease (monetary and non-monetary) or has provided Lessor with adequate assurances (1) that within ten (10) days from the date of such assumption or assignment, all monetary defaults under

this Lease will be cured; and (2) that within thirty (30) days from the date of such assumption, all non-monetary defaults under this Lease will be cured; and (3) that all provisions of this Lease will be satisfactorily performed in the future.

11. DEFAULT AND REMEDIES

(a) Default

The occurrence of any one or more of the following events shall immediately and without further notice constitute a default or breach of the Lease by Lessee:

- (1) Lessee's failure to make any payment of rental, royalty, or other consideration as required under this Lease;
- (2) Lessee's failure to obtain or maintain liability insurance or a surety bond or other security device as required under this Lease;
- (3) Lessee's vacation or abandonment of the Lease Premises (including the covenant for continuous use as provided for in paragraph 4) during the Lease term;
- (4) Lessee's failure to obtain and maintain all necessary governmental permits or other entitlements;
- (5) Lessee's failure to comply with all applicable provisions of federal, state or local law, regulation or ordinance dealing with hazardous waste, substances or materials as defined under such law;
- (6) Lessee's failure to commence to construct and to complete construction of the improvements authorized by this Lease within the time limits specified in this Lease; and/or
- (7) Lessee's failure to comply with applicable provisions of federal, state or local laws or ordinances relating to issues of Health and Safety, or whose purpose is to conserve resources or to protect the environment.

(b) Lessee's failure to observe or perform any other term, covenant or condition of this Lease to be observed or performed by the Lessee when such failure shall continue for a period of thirty (30) days after Lessor's giving written notice; however, if the nature of Lessee's default or breach under this paragraph is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default or breach if Lessee commences such cure within such thirty (30) day period and diligently proceeds with such cure to completion.

(c) Remedies

In the event of a default or breach by Lessee and Lessee's failure to cure such default or breach, Lessor may at any time and with or without notice do any one or more of the following:

- (1) Re-enter the Lease Premises, remove all persons and property, and repossess and enjoy such premises;
- (2) Terminate this Lease and Lessee's right of possession of the Lease Premises. Such termination shall be effective upon Lessor's giving written notice and upon receipt of such notice Lessee shall immediately surrender possession of the Lease Premises to Lessor;
- (3) Maintain this Lease in full force and effect and recover any rental, royalty, or other consideration as it becomes due without terminating Lessee's right of possession regardless of whether Lessee shall have abandoned the Lease Premises; and/or
- (4) Exercise any other right or remedy which Lessor may have at law or equity.

12. RESTORATION OF LEASE PREMISES

(a) Upon expiration or sooner termination of this Lease, Lessor upon written notice may take title to any or all improvements, including fills, or Lessor may require Lessee to remove all or any such improvements at its sole expense and risk; or Lessor may itself remove or have removed all or any portion of such improvements at Lessee's sole expense. Lessee shall deliver to Lessor such documentation as may be necessary to convey title to such improvements to Lessor free and clear of any liens, mortgages, loans or any other encumbrances.

(b) In removing any such improvements Lessee shall restore the Lease Premises as nearly as possible to the conditions existing prior to their installation or construction.

(c) All plans for and subsequent removal and restoration shall be to the satisfaction of Lessor and shall be completed within ninety (90) days after the expiration or sooner termination of this Lease or after compliance with paragraph 12(d), whichever is the lesser.

(d) In removing any or all the improvements Lessee shall be required to obtain any permits or other governmental approvals as may then be required by lawful authority.

(e) Lessor may at any time during the Lease term require Lessee to conduct at its own expense and by a contractor approved by Lessor an independent environmental site assessment or inspection for the presence or suspected presence of hazardous wastes, substances or materials as defined under federal, state or local law, regulation or ordinance manufactured, generated, used, placed, disposed, stored or transported on the Lease Premises during the term of the Lease. Lessee shall provide the results of the assessment or inspection to Lessor and the appropriate governmental response agency(ies) and shall further be responsible for removing or taking other appropriate remedial action regarding such wastes, substances or materials in accordance with applicable federal, state or local law regulation or ordinance.

13. QUITCLAIM

Lessee shall, within ninety (90) days of the expiration or sooner termination of this Lease, execute and deliver to Lessor in a form provided by Lessor a good and sufficient release of all rights under this Lease. Should Lessee fail or refuse to deliver such a release, a written notice by Lessor reciting such failure or refusal shall, from the date of its recordation, be conclusive evidence against Lessee of the termination of this Lease and all other claimants.

14. HOLDING-OVER

Any holding-over by Lessee after the expiration of the Lease term, with or without the express or implied consent of Lessor, shall constitute a tenancy from month to month and not an extension of the Lease term and shall be on the terms, covenants, and conditions of this Lease, except that the annual rental then in effect shall be increased by twenty-five percent (25%).

15. ADDITIONAL PROVISIONS**(a) Waiver**

(1) No term, covenant, or condition of this Lease and no default or breach of any such term, covenant or condition shall be deemed to have been waived, by Lessor's acceptance of a late or nonconforming performance or otherwise, unless such a waiver is expressly acknowledged by Lessor in writing.

(2) Any such waiver shall not be deemed to be a waiver of any other term, covenant or condition of any other default or breach of any term, covenant or condition of this Lease.

(b) Time

Time is of the essence of this Lease and each and all of its terms, covenants or conditions in which performance is a factor.

(c) **Notice**

All notices required to be given under this Lease shall be given in writing, sent by U.S. Mail with postage prepaid, to Lessor at the offices of the State Lands Commission and the Lessee at the address specified in this Lease. Lessee shall give Lessor notice of any change in its name or address.

(d) **Consent**

Where Lessor's consent is required under this Lease its consent for one transaction or event shall not be deemed to be a consent to any subsequent occurrence of the same or any other transaction or event.

(e) **Changes**

This Lease may be terminated and its term, covenants and conditions amended, revised or supplemented only by mutual written agreement of the parties.

(f) **Successors**

The terms, covenants and conditions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties.

(g) **Joint and Several Obligation**

If more than one Lessee is a party to this Lease, the obligations of the Lessees shall be joint and several.

(h) **Captions**

The captions of this Lease are not controlling and shall have no effect upon its construction or interpretation.

(i) **Severability**

If any term, covenant or condition of this Lease is determined by a court of competent jurisdiction to be invalid, it shall be considered deleted and shall not invalidate any of the remaining terms, covenants and conditions.

/

/

STATE OF CALIFORNIA - STATE LANDS COMMISSION

LEASE P.R.C. NO. 8121.9

This Lease shall become effective only when approved by and executed on behalf of the State Lands Commission of the State of California and a duly executed copy has been delivered to Lessee. The submission of this Lease by Lessor, its agent or representative for examination by Lessee does not constitute an option or offer to lease the Lease Premises upon the terms and conditions contained herein, or a reservation of the Lease Premises in favor of Lessee. Lessee's submission of an executed copy of this Lease to Lessor shall constitute an offer to Lessor to lease the Lease Premises on the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date hereafter affixed.

LESSEE:
SAN DIEGO UNIFIED PORT DISTRICT

LESSOR:
STATE OF CALIFORNIA
STATE LANDS COMMISSION

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ACKNOWLEDGEMENT

This Lease was authorized by the
 California State Lands Commission on
 December 3, 1999 by Minute Item #73

Recorded at the request of
Chicago Title

Recorded at the request of:
State of California
California State Lands Commission

WHEN RECORDED mail to:
California State Lands Commission
100 Howe Avenue, Suite 100 - South
Sacramento, CA 95825-8202

Attn: Curtis L. Fossum - Senior Staff Counsel
(916) 574-1828 / fax 1855 / fossumc@slc.ca.gov

STATE OF CALIFORNIA - OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section 27383

NO TAX DUE _____

C.S.L.C. - AD 369 / G-10-08.12
9306 0073 - 57

DOC # 1999-0845733

Dec 30, 1999 3:58 PM

14797

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER

FEES: 0.00
DC: NA



1999-0845733

Above Space for Recorder's Use

APN: 760-048-05

GRANT DEED

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

The SAN DIEGO UNIFIED PORT DISTRICT, a public corporation, hereby

GRANTS TO:

the STATE OF CALIFORNIA, acting by and through the California State Lands Commission,

the following described real property in the County of San Diego, State of California:

see Land Description for PORT PARCEL 1, which is attached and incorporated herein by reference.

SAN DIEGO UNIFIED PORT DISTRICT

Date: 12/30/99

Port Attorney

Approved as to form:

NOTARIZATIONS OF SIGNATURES TO BE ATTACHED

LAND DESCRIPTION

PORT PARCEL 1

AD 369

THAT PORTION OF THE FILLED TIDELANDS AND SUBMERGED LANDS OF THE BAY OF SAN DIEGO, IN THE CITY OF CHULA VISTA, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT STATION NO. 107 ON THE ORDINARY HIGH WATER MARK OF SAN DIEGO BAY, AS SAID ORDINARY HIGH WATER MARK WAS FIXED AND ESTABLISHED BY THAT AGREEMENT RECORDED JUNE 22, 1953 IN BOOK 4897, PAGE 408 OFFICIAL RECORDS SAN DIEGO COUNTY AND AS SHOWN ON MISCELLANEOUS MAP NO. 217 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE ALONG SAID ORDINARY HIGH WATER MARK SOUTH 58°27'22" EAST A DISTANCE OF 105.97 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF MARINA PARKWAY (FORMERLY TIDELANDS AVENUE AS DESCRIBED IN DEDICATION TO CITY OF CHULA VISTA BY INSTRUMENT RECORDED OCTOBER 10, 1966, AS DOCUMENT NO. 163052, OFFICIAL RECORDS, SAN DIEGO COUNTY), SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID ORDINARY HIGH WATER MARK THE FOLLOWING FOUR COURSES AND DISTANCES: 1) SOUTH 58°27'22" EAST 191.91 FEET TO STATION NO. 108, 2) SOUTH 40°32'27" EAST A DISTANCE OF 525.72 FEET TO STATION NO. 109, 3) SOUTH 38°43'34" EAST A DISTANCE OF 344.41 FEET TO STATION NO. 110, 4) SOUTH 30°20'10" EAST A DISTANCE OF 305.37 FEET TO A POINT ON A LINE NINE FEET PARALLEL TO AND NORTHERLY OF THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF "H" STREET, AS SAID STREET IS SHOWN ON THE MAP OF BAY VILLA TRACT, ACCORDING TO MAP THEREOF NO. 1198, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE ALONG SAID PARALLEL LINE, SOUTH 72°12'00" WEST 555.41 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE OF MARINA PARKWAY; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR COURSES AND DISTANCES: 1) NORTH 17°54'40" WEST A DISTANCE OF 671.06 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 4,740.00 FEET THE CENTER OF WHICH BEARS NORTH 72°05'20" EAST, 2) NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND THROUGH A CENTRAL ANGLE OF 03°31'56" A DISTANCE OF 292.21 FEET, 3) NORTH 14°22'44" WEST A DISTANCE OF 269.52 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 20.00 FEET, THE CENTER OF WHICH BEARS NORTH 75°37'16" EAST, 4) NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 71°08'21" AN ARC DISTANCE OF 24.83 FEET TO THE TRUE POINT OF BEGINNING.

RESERVING TO THE STATE OF CALIFORNIA, IN ALL THE LANDS DESCRIBED HEREIN, ALL MINERALS AND MINERAL DEPOSITS, INCLUDING, BUT NOT LIMITED TO, OIL AND GAS, OTHER GASES, INCLUDING, BUT NOT LIMITED TO NONHYDROCARBON AND GEOTHERMAL GASES, OIL SHALE, COAL, PHOSPHATE, ALUMINA, SILICA, FOSSILS OF ALL GEOLOGICAL AGES, SODIUM, GOLD, SILVER, METALS AND THEIR COMPOUNDS, ALKALI, ALKALI EARTH, SAND, CLAY, GRAVEL, SALTS AND MINERAL WATERS, URANIUM, TRONA, AND GEOTHERMAL RESOURCES, TOGETHER WITH THE RIGHT OF THE STATE OR PERSONS AUTHORIZED BY THE STATE TO PROSPECT FOR, DRILL FOR, EXTRACT, MINE AND REMOVE SUCH DEPOSITS OR RESOURCES, AND TO OCCUPY AND USE SO MUCH OF THE SURFACE OF THE LANDS AS MAY BE NECESSARY THEREFORE.

SAID PARCEL CONTAINS 9.907 ACRES.

END DESCRIPTION

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

SAN DIEGO

} ss.

On 22 DEC 1999

Date

before me, ELIZABETH MOORE-STUMP, NOTARY PUBLIC

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

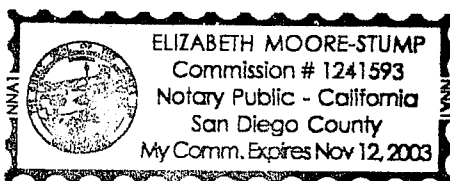
personally appeared

DENNIS P. BOUEY

Name(s) of Signer(s)

☒ personally known to me☐ 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.



Place Notary Seal Above

WITNESS my hand and official seal

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb here.

14800

Recorded at the request of :
State of California
California State Lands Commission

WHEN RECORDED mail to:
California State Lands Commission
100 Howe Avenue, Suite 100 - South
Sacramento, CA 95825-8202

Attn: Curtis L. Fossum - Senior Staff Counsel
(916) 574-1828 / fax 1855 / fossumc@slc.ca.gov

STATE OF CALIFORNIA - OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section 27383

NO TAX DUE _____

Above Space for Recorder's Use

C.S.L.C. - AD 369 / WG-10-08.12

APN: 760-048-05

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING
Government Code 27281

This is to certify that the STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby accepts the real property conveyed to it by the attached grant deed from the San Diego Unified Port District, as Trustee, for PORT PARCEL 1, and consents to the recordation of this conveyance.

The said interests in real property are accepted by the STATE OF CALIFORNIA, in its sovereign capacity in trust for the people of the state, as real property of the legal character of tidelands and submerged lands.

This acceptance and consent to recording is executed by and on behalf of the STATE OF CALIFORNIA by the CALIFORNIA STATE LANDS COMMISSION, acting pursuant to law, as approved by Minute Item No. 73 of its public meeting in Los Angeles, California on December 3, 1999, by its duly authorized undersigned officer.

CALIFORNIA STATE LANDS COMMISSION

Dated: 12/22/99

By Paul D. Thayer

Executive Officer

ACKNOWLEDGMENT OF SIGNATURE TO BE ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

SACRAMENTO

} ss.

On 12/22/99

Date

, before me, KIMBERLY L. KORHONEN, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

PAUL D. THAYER

Name(s) of Signer(s)

☒ Personally known to me☐ 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.



WITNESS my hand and official seal.

Kimberly L. Korhonen
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

CERTIFICATE OF ACCEPTANCE & CONSENT
TO RECOVER - APS: 760-048-05

Document Date:

Number of Pages: 1Signer(s) Other Than Named Above: —**Capacity(ies) Claimed by Signer**Signer's Name: PAUL D. THAYER☐ Individual☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☒ Other: EXECUTIVE OFFICER

Signer Is Representing:

CA STATE LANDS COMMISSION
**RIGHT THUMBPRINT
OF SIGNER**
 Top of thumb here


Recorded at the request of
Chicago Title

14802

DOC # 1999-0845734

Dec 30, 1999 3:58 PM

Recorded at the request of:
State of California
California State Lands Commission

WHEN RECORDED mail to:
California State Lands Commission
100 Howe Avenue, Suite 100 - South
Sacramento, CA 95825-8202

Attn: Curtis L. Fossum - Senior Staff Counsel
(916) 574-1828 / fax 1855 / fossumc@slc.ca.gov

STATE OF CALIFORNIA - OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section 27383

NO TAX DUE

C.S.L.C. - AD 369 / G-10-08.12
93060073 - 57

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER

FEES: 0.00

OC: NA



1999-0845734

Above Space for Recorder's Use

APN: 760.048-16

GRANT DEED

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

The SAN DIEGO UNIFIED PORT DISTRICT, a public corporation, hereby

GRANTS TO:

the STATE OF CALIFORNIA, acting by and through the California State Lands Commission,

the following described real property in the County of San Diego, State of California:

see Land Description for PORT PARCEL 2, which is attached and incorporated herein by reference.

SAN DIEGO UNIFIED PORT DISTRICT

Date:

12/30/99

Curtis L. Fossum

Approved as to form:

[Signature]
Port Attorney

NOTARIZATIONS OF SIGNATURES TO BE ATTACHED

LAND DESCRIPTION

PORT PARCEL 2

AD 369

THOSE PORTIONS OF THE FILLED TIDE AND SUBMERGED LANDS OF THE BAY OF SAN DIEGO, TOGETHER WITH PORTIONS OF TIDELANDS AVENUE (NOW MARINA PARKWAY) AND "G" STREET AS DESCRIBED IN DEDICATION TO CITY OF CHULA VISTA BY INSTRUMENT RECORDED OCTOBER 10, 1966 AS DOCUMENT NO. 163052, OFFICIAL RECORDS, SAN DIEGO COUNTY, ALL IN THE CITY OF CHULA VISTA, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, SAID PORTIONS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT STATION NO. 107 ON THE ORDINARY HIGH WATER MARK OF SAN DIEGO BAY, AS SAID ORDINARY HIGH WATER MARK WAS FIXED AND ESTABLISHED BY THAT AGREEMENT RECORDED JUNE 22, 1953 IN BOOK 4897, PAGE 408 OF OFFICIAL RECORDS SAN DIEGO COUNTY AND AS SHOWN ON MISCELLANEOUS MAP NO. 217 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE ALONG SAID ORDINARY HIGH WATER MARK SOUTH 58°27'22" EAST A DISTANCE OF 20.76 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID ORDINARY HIGH WATER MARK SOUTH 58°27'22" EAST 85.21 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID MARINA PARKWAY AND THE BEGINNING OF A NON-TANGENT 20.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, TO WHICH A RADIAL LINE BEARS NORTH 33°14'23" WEST; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR COURSES AND DISTANCES: 1) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 71°08'21" A DISTANCE OF 24.83 FEET, 2) SOUTH 14°22'44" EAST 269.52 FEET TO THE BEGINNING OF A TANGENT 4740.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, 3) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°31'56" A DISTANCE OF 292.21 FEET, AND 4) SOUTH 17°54'40" EAST 535.06 FEET TO THE POINT OF CUSP OF A TANGENT 1125.55 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°51'55" A DISTANCE OF 390.24 FEET; THENCE NORTH 37°46'35" WEST 748.69 FEET TO THE BEGINNING OF A NON-TANGENT 313.69 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, TO WHICH A RADIAL LINE BEARS NORTH 57°32'26" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°10'37" A DISTANCE OF 22.87 FEET; THENCE NORTH 17°48'00" WEST 66.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID "G" STREET; THENCE ALONG THE NORTHERLY LINE OF SAID "G" STREET AND MARINA PARKWAY, NORTH 72°12'00" EAST 194.00 FEET TO THE BEGINNING OF A TANGENT 20.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°34'44" A DISTANCE OF 30.22 FEET; THENCE NORTH 75°37'16" EAST 60.00 FEET; THENCE SOUTH 14°22'44" EAST 1.46 FEET; THENCE NORTH 75°37'16" EAST 14.25 FEET TO THE TRUE POINT OF BEGINNING.

RESERVING TO THE STATE OF CALIFORNIA, IN ALL THE LANDS DESCRIBED HEREIN, ALL MINERALS AND MINERAL DEPOSITS, INCLUDING, BUT NOT LIMITED TO, OIL AND GAS, OTHER GASES, INCLUDING, BUT NOT LIMITED TO NONHYDROCARBON AND GEOTHERMAL GASES, OIL SHALE, COAL, PHOSPHATE, ALUMINA, SILICA, FOSSILS OF ALL GEOLOGICAL AGES, SODIUM, GOLD, SILVER, METALS AND THEIR COMPOUNDS, ALKALI, ALKALI EARTH, SAND, CLAY, GRAVEL, SALTS AND MINERAL WATERS, URANIUM, TRONA, AND GEOTHERMAL RESOURCES, TOGETHER WITH THE RIGHT OF THE STATE OR PERSONS AUTHORIZED BY THE STATE TO PROSPECT FOR, DRILL FOR, EXTRACT, MINE AND REMOVE SUCH

DEPOSITS OR RESOURCES, AND TO OCCUPY AND USE SO MUCH OF THE SURFACE OF THE LANDS AS
MAY BE NECESSARY THEREFORE.

14804

SAID PARCEL CONTAINS 4.082 ACRES

END DESCRIPTION

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

SAN DIEGO

} ss.

On

22 DEC 1999

Date

before me,

ELIZABETH MOORE-STUMP, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

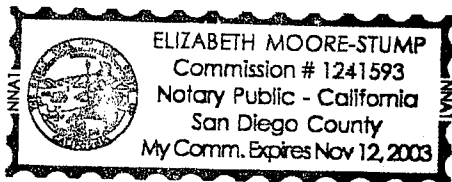
personally appeared

DENNIS P BOUEY

Name(s) of Signer(s)

- ☒ personally known to me
☐ 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**
 Top of thumb here.

14806

Recorded at the request of :
State of California
California State Lands Commission

WHEN RECORDED mail to:
California State Lands Commission
100 Howe Avenue, Suite 100 - South
Sacramento, CA 95825-8202

Attn: Curtis L. Fossum - Senior Staff Counsel
(916) 574-1828 / fax 1855 / fossumc@slc.ca.gov

STATE OF CALIFORNIA - OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section 27383

NO TAX DUE _____

Above Space for Recorder's Use

C.S.L.C. - AD 369 / WG-10-08.12

APNs: 760-048-16

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING

Government Code 27281

This is to certify that the STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby accepts the real property conveyed to it by the attached grant deed from the San Diego Unified Port District, as Trustee, for PORT PARCEL 2, and consents to the recordation of this conveyance.

The said interests in real property are accepted by the STATE OF CALIFORNIA, in its sovereign capacity in trust for the people of the state, as real property of the legal character of tidelands and submerged lands.

This acceptance and consent to recording is executed by and on behalf of the STATE OF CALIFORNIA by the CALIFORNIA STATE LANDS COMMISSION, acting pursuant to law, as approved by Minute Item No. 73 of its public meeting in Los Angeles, California on December 3, 1999, by its duly authorized undersigned officer.

CALIFORNIA STATE LANDS COMMISSION

Dated: _____

12/22/99

By _____

Paul D. Thayer
Executive Officer

ACKNOWLEDGMENT OF SIGNATURE TO BE ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SACRAMENTO

} ss.

On 12/22/99, before me, KIMBERLY L. KORHONEN, NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")personally appeared PAUL D. THAYER
Name(s) of Signer(s)

☒ personally known to me
☐ 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.



WITNESS my hand and official seal.

Kimberly L. Korhonen
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached DocumentTitle or Type of Document: CERTIFICATE OF ACCEPTANCE & CONSENT TO RECORDING - APN: 760-048-16Document Date: _____ Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by SignerSigner's Name: PAUL D. THAYER

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator

☒ Other: EXECUTIVE OFFICERSigner Is Representing: CA STATE GAMES COMMISSION

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb here



Recorded at the request of
Chicago Title

Recorded at the request of:
State of California
California State Lands Commission

WHEN RECORDED mail to:
California State Lands Commission
100 Howe Avenue, Suite 100 - South
Sacramento, CA 95825-8202

Attn: Curtis L. Fossum - Senior Staff Counsel
(916) 574-1828 / fax 1855 / fossumc@slc.ca.gov

STATE OF CALIFORNIA - OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section 27383

NO TAX DUE

C.S.L.C. - AD 369 / G-10-08.12

93060073

14808

DOC # 1999-0845735

Dec 30, 1999 3:58 PM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER

FEES: 0.00
DC: NA



1999-0845735

Above Space for Recorder's Use

APN: 567-010-07;

571-330-10

QUITCLAIM DEED

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the
SAN DIEGO UNIFIED PORT DISTRICT hereby

QUITCLAIMS TO:

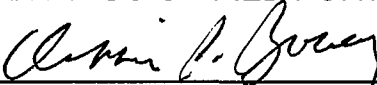
the STATE OF CALIFORNIA, acting by and through the California State Lands
Commission,

all of its right, title and interest to the following described real property in the County of San
Diego, State of California:

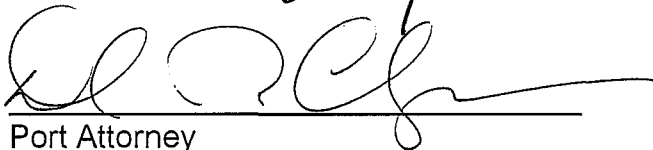
see Land Description for PORT PARCEL 3, which is attached and incorporated herein
by reference.

SAN DIEGO UNIFIED PORT DISTRICT

Date: 12/30/99



Approved as to form:



Port Attorney

NOTARIZATIONS OF SIGNATURES TO BE ATTACHED

LAND DESCRIPTION

PORT PARCEL 3

AD 369

PARCEL 3: THE WESTERLY 30.00 FEET OF THE EASTERLY 70.00 FEET OF THE SOUTHERLY 150.00 FEET OF THE NORTHERLY 170.00 FEET OF QUARTER SECTION 171, IN THE RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

PARCEL 4: THE EASTERLY 20.00 FEET OF THE NORTHERLY 170.00 FEET OF THE WESTERLY 150.00 FEET OF THE EASTERLY 170.00 FEET OF QUARTER SECTION 171 OF RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AND ALSO THE WESTERLY 150.00 FEET OF THE EASTERLY 170.00 FEET OF QUARTER SECTION 171 OF RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, LYING SOUTHERLY OF THE NORTHERLY 170.00 FEET OF SAID QUARTER SECTION 171.

EXCEPTING THEREFROM THAT PORTION LYING SOUTHERLY OF A LINE WHICH IS NINE FEET NORTHERLY OF AND PARALLEL TO THE WESTERLY PROLONGATION OF THE NORTHERLY RIGHT-OF-WAY OF H STREET;

ALSO EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL MINERALS UNDERLYING THE ABOVE DESCRIBED LAND AND LYING MORE THAN 500.00 FEET BELOW THE SURFACE THEREOF, INCLUDING WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, PROVIDED THAT (GRANTOR) SHALL NOT HAVE THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, OR THAT PORTION OF THE SUBSURFACE THEREOF WITHIN 500.00 FEET OF THE SURFACE FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS, (GRANTOR) MAY HOWEVER, REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND INTO THE SUBSURFACE OF SAID LAND BELOW 500.00 FEET BENEATH THE SURFACE THEREOF, PROVIDED, THAT THE EXERCISE OF SUCH RIGHTS BY (GRANTOR) SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF THE LAND HEREIN DESCRIBED OR ANY IMPROVEMENTS THEREON AS RESERVED BY SANTA FE LAND IMPROVEMENT COMPANY, IN DEED RECORDED JANUARY 2, 1959 AS DOCUMENT NO. 6, IN BOOK 7425, PAGE 4 AND MAY 22, 1959 AS DOCUMENT NO. 103648, IN BOOK 7677, PAGE 45 OF OFFICIAL RECORDS.

PARCEL 7: THE WESTERLY 150.00 FEET OF THE EASTERLY 170.00 FEET OF QUARTER SECTION 172 OF RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

EXCEPTING THEREFROM THE SOUTHERLY 332.00 FEET OF SAID QUARTER SECTION 172.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID QUARTER SECTION 172 LYING NORTHERLY OF THE CENTERLINE OF "F" STREET.

ALSO EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL MINERALS UNDERLYING THE ABOVE DESCRIBED LAND AND LYING MORE THAN 500.00 FEET BELOW THE SURFACE THEREOF, INCLUDING WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, PROVIDED THAT (GRANTOR) SHALL NOT HAVE THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, OR THAT PORTION OF THE SUBSURFACE THEREOF WITHIN 500.00 FEET OF THE SURFACE FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS, (GRANTOR) MAY HOWEVER, REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND INTO THE SUBSURFACE OF SAID LAND BELOW 500.00 FEET BENEATH THE SURFACE THEREOF, PROVIDED, THAT THE EXERCISE OF SUCH RIGHTS BY (GRANTOR) SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF THE LAND HEREIN DESCRIBED OR OF ANY IMPROVEMENTS THEREON AS RESERVED BY SANTA FE LAND IMPROVEMENT COMPANY, IN DEEDS RECORDED JANUARY 2, 1959 AS DOCUMENT NO. 6, IN BOOK 7425, PAGE 4 AND MAY 22, 1959 AS DOCUMENT NO. 103648, IN BOOK 7677, PAGE 45 OF OFFICIAL RECORDS.

PARCEL 8: THE WESTERLY 60.00 FEET OF THE EASTERLY 80.00 FEET OF THE SOUTHERLY 332.00 FEET OF QUARTER SECTION 172 OF RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL MINERALS UNDERLYING THE ABOVE DESCRIBED LAND AND LYING MORE THAN 500.00 FEET BELOW THE SURFACE THEREOF, INCLUDING WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, PROVIDED THAT (GRANTOR) SHALL NOT HAVE THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, OR THAT PORTION OF THE SUBSURFACE THEREOF WITHIN 500.00 FEET OF THE SURFACE FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS, (GRANTOR), MAY HOWEVER, REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND INTO THE SUBSURFACE OF SAID LAND BELOW 500.00 FEET BENEATH THE SURFACE THEREOF, PROVIDED, THAT THE EXERCISE OF SUCH RIGHTS BY (GRANTOR) SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF THE LAND HEREIN DESCRIBED OR ANY IMPROVEMENTS THEREON AS RESERVED BY SANTA FE LAND IMPROVEMENT COMPANY, IN DEEDS RECORDED JANUARY 2, 1959, AS DOCUMENT NO. 6, IN BOOK 7425, PAGE 4 AND MAY 22, 1959, AS DOCUMENT NO. 103648, IN BOOK 7677, PAGE 45 OF OFFICIAL RECORDS.

SAID PARCELS CONTAIN 7.827 ACRES MORE OR LESS.

END DESCRIPTION

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

SAN DIEGO

} ss.

On 22 DEC 1999, before me, ELIZABETH MOORE-STUMP, NOTARY PUBLIC

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

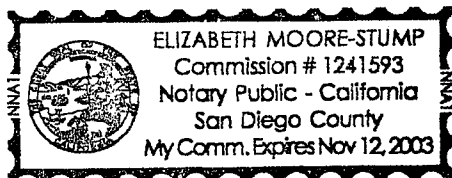
personally appeared

DENNIS P. BOUEY

Name(s) of Signer(s)

- ☒ personally known to me
☐ 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.



Place Notary Seal Above

WITNESS my hand and official seal

Signature of Notary Public

OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document
 and could prevent fraudulent removal and reattachment of this form to another document.*

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____

**RIGHT THUMBPRINT
 OF SIGNER**
 Top of thumb here.

14812

Recorded at the request of :
State of California
California State Lands Commission

WHEN RECORDED mail to:
California State Lands Commission
100 Howe Avenue, Suite 100 - South
Sacramento, CA 95825-8202

Attn: Curtis L. Fossum - Senior Staff Counsel
(916) 574-1828 / fax 1855 / fossumc@slc.ca.gov

STATE OF CALIFORNIA - OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section 27383

NO TAX DUE _____

Above Space for Recorder's Use

C.S.L.C. - AD 369 / WG-10-08.12

APNs: 567-010-07; 571-330-10

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING

Government Code 27281

This is to certify that the STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby accepts all the right, title and interest in real property conveyed to it by the attached quitclaim deed from the San Diego Unified Port District, as Trustee, for PORT PARCEL 3, and consents to the recordation of this conveyance.

The said interests in real property are accepted by the STATE OF CALIFORNIA, in its sovereign capacity in trust for the people of the state, as real property of the legal character of tidelands and submerged lands.

This acceptance and consent to recording is executed by and on behalf of the STATE OF CALIFORNIA by the CALIFORNIA STATE LANDS COMMISSION, acting pursuant to law, as approved by Minute Item No. 73 of its public meeting in Los Angeles, California on December 3, 1999, by its duly authorized undersigned officer.

CALIFORNIA STATE LANDS COMMISSION

Dated: 12/22/99

By: Paul D. Thayer

Executive Officer

ACKNOWLEDGMENT OF SIGNATURE TO BE ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

SACRAMENTO

} ss.

On 12/22/99

Date

before me, KIMBERLY L. KORHONEN, NOTARY PUBLIC

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

PAUL D. THAYER

Name(s) of Signer(s)

☒ personally known to me☐ 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.

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

CERTIFICATE OF ACCEPTANCE AND
CONSENT TO RECORDING PD'S: 567-010-07; 571-330-10

Document Date:

Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer

Signer's Name:

PAUL D. THAYER☐ Individual☐ Corporate Officer — Title(s):☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☒ Other: EXECUTIVE OFFICER

Signer Is Representing:

CA STATE LANDS COMMISSION
**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb here


Recorded at the request of
Chicago Title

14814

DOC # 1999-0845736

Recorded at the request of:
State of California
California State Lands Commission

Dec 30, 1999 3:58 PM

WHEN RECORDED mail to:
California State Lands Commission
100 Howe Avenue, Suite 100 - South
Sacramento, CA 95825-8202

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER

FEES: 0.00
OC: NA

Attn: Curtis L. Fossum - Senior Staff Counsel
(916) 574-1828 / fax 1855 / fossumc@slc.ca.gov

STATE OF CALIFORNIA - OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section 27383



NO TAX DUE _____

Above Space for Recorder's Use

APN: 571-330-17

C.S.L.C. - AD 369/G-10-08.12

93060073-57

GRANT DEED

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ROHR, INC., operating as BFGOODRICH AEROSPACE AEROSTRUCTURES GROUP, a Delaware corporation and wholly owned subsidiary of THE B.F. GOODRICH COMPANY, formerly known as ROHR INDUSTRIES, INC., a Delaware corporation formerly ROHR CORPORATION, a California corporation, who acquired title to portions of the herein described land as ROHR AIRCRAFT CORPORATION, a California corporation,

GRANTS TO:

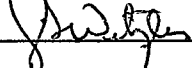
the STATE OF CALIFORNIA, acting by and through the California State Lands Commission,

the following described real property in the County of San Diego, State of California:

see Legal Description for BFG PARCEL 1, which is attached and incorporated herein by reference.

ROHR, INC., operating as BFGOODRICH
AEROSPACE AEROSTRUCTURES GROUP, a
Delaware corporation and wholly owned subsidiary of
THE B.F. GOODRICH COMPANY

Date: 12-30-99

By: 

Its: PRESIDENT

NOTARIZATION OF SIGNATURE TO BE ATTACHED

FL
5P
NF
OCNA

14815

LAND DESCRIPTION

BFG PARCEL 1

AD 369

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF QUARTER SECTION 163 AND THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF QUARTER SECTION 164 OF RANCHO DE LA NACION IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY MAY 11, 1869 AND ALL OF LOTS 7, 8, 9, 10 AND 11 AND THOSE PORTIONS OF LOTS 1, 2, 3, 4, 5, 6, 12, 13, 14, AND 15 IN BLOCK "B" OF RESUBDIVISION OF BAY VILLA TRACT, ACCORDING TO MAP THEREOF NO. 1198, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AUGUST 6, 1909. TOGETHER WITH THOSE PORTIONS OF WALNUT STREET ADJOINING SAID BLOCK "B" ON THE WEST AND THE ALLEY LYING WITHIN SAID BLOCK "B" AND THAT PORTION OF "I" STREET LYING WITHIN SAID QUARTER SECTIONS 163 AND 164 AS VACATED AND CLOSED TO PUBLIC USE BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHULA VISTA RECORDED AUGUST 12, 1971 AS FILE NO. 179188 OF OFFICIAL RECORDS DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID QUARTER SECTION 163, DISTANCE THEREON 20.00 FEET EASTERLY FROM THE SOUTHWEST CORNER THEREOF; THENCE NORTH $17^{\circ}46'58''$ WEST ON A LINE 20.00 FEET EASTERLY FROM AND PARALLEL WITH THE WESTERLY LINE OF SAID QUARTER SECTION 163 A DISTANCE OF 1282.11 FEET TO A POINT ON THE SOUTHERLY LINE OF "H" STREET AS SHOWN ON SAID MAP NO. 1198; THENCE ALONG SAID SOUTHERLY LINE NORTH $72^{\circ}12'15''$ EAST 19.89 FEET TO A POINT ON THE WESTERLY LINE OF THAT OF LAND CONVEYED TO THE STATE OF CALIFORNIA (CALTRANS) BY DEED RECORDED AUGUST 1, 1968 AS FILE NO. 130106 OF OFFICIAL RECORDS; THENCE ALONG THE WESTERLY BOUNDARY OF SAID CALTRANS LAND THE FOLLOWING SEVEN COURSES: 1) SOUTH $17^{\circ}48'37''$ EAST 5.95 FEET, 2) NORTH $74^{\circ}58'17''$ EAST 188.10 FEET TO THE BEGINNING OF A TANGENT 45.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, 3) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $73^{\circ}18'01''$ A DISTANCE OF 57.57 FEET, 4) TANGENT TO SAID CURVE SOUTH $31^{\circ}43'55''$ EAST 181.34 FEET, 5) SOUTH $26^{\circ}51'03''$ EAST 342.59 FEET TO THE BEGINNING OF A TANGENT 1669.99 FOOT RADIUS CURVE CONCAVE WESTERLY, 6) SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $14^{\circ}20'28''$ A DISTANCE OF 418.00 FEET, AND 7) SOUTH $12^{\circ}30'35''$ EAST 303.54 FEET TO THE CENTERLINE OF "I" STREET AS CLOSED AND VACATED; THENCE ALONG SAID CENTERLINE SOUTH $72^{\circ}15'16''$ WEST 332.90 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 9.668 ACRES

END DESCRIPTION

CALIFORNIA 14816

ALL-PURPOSE

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

COUNTY OF San Diego)On December 21, 1999 before me, Michelle Cobian,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"personally appeared, G. A. Wetzler

personally known to me (or 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.

WITNESS my hand and official seal.

Michelle Cobian

(SEAL)

NOTARY PUBLIC SIGNATURE

OPTIONAL INFORMATION

TITLE OR TYPE OF DOCUMENT

Grant Deed

DATE OF DOCUMENT

December 21, 1999

NUMBER OF PAGES

2

SIGNER(S) OTHER THAN NAMED ABOVE

none

Recorded at the request of :
State of California
California State Lands Commission

WHEN RECORDED mail to:
California State Lands Commission
100 Howe Avenue, Suite 100 - South
Sacramento, CA 95825-8202

Attn: Curtis L. Fossum - Senior Staff Counsel
(916) 574-1828 / fax 1855 / fossumc@slc.ca.gov

STATE OF CALIFORNIA - OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section 27383

NO TAX DUE _____

Above Space for Recorder's Use

C.S.L.C. - AD 369 / WG-10-08.12

APNs: 571-330-21

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING

Government Code 27281

This is to certify that the STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby accepts the real property conveyed to it by the attached grant deed from ROHR INC., operating as BFGOODRICH AEROSPACE AEROSTRUCTURES GROUP, a Delaware corporation and wholly-owned subsidiary of THE B. F. GOODRICH COMPANY for BFG PARCEL 1 and consents to the recordation of this conveyance.

The said interests in real property are accepted by the STATE OF CALIFORNIA, in its sovereign capacity in trust for the people of the state, as real property of the legal character of tidelands and submerged lands.

This acceptance and consent to recording is executed by and on behalf of the STATE OF CALIFORNIA by the CALIFORNIA STATE LANDS COMMISSION, acting pursuant to law, as approved by Minute Item No. 73 of its public meeting in Los Angeles, California on December 3, 1999, by its duly authorized undersigned officer.

CALIFORNIA STATE LANDS COMMISSION

Dated: 12/22/99

By: Paul D. Thayer

Executive Officer

ACKNOWLEDGMENT OF SIGNATURE TO BE ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

SACRAMENTO

} ss.

On 12/22/99
Datebefore me, KIMBERLY L. KORHONEN NOTARY PUBLIC
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

PAUL D. THAYER
Name(s) of Signer(s)

- ☒ personally known to me
☐ 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.

WITNESS my hand and official seal.

Kimberly L. Korhonen
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: CERTIFICATE OF ACCEPTANCE AND
CONSENT TO RECORDING APR: 571-330-21

Document Date: _____

Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by SignerSigner's Name: PAUL D. THAYER

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator

☒ Other: EXECUTIVE OFFICER

Signer Is Representing

CA STATE LANDS COMMISSION

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb here



Recorded at the request of
Chicago Title

Recorded at the request of:
State of California
California State Lands Commission

14819

DOC # 1999-0845737

Dec 30, 1999 3:58 PM

WHEN RECORDED mail to:
California State Lands Commission
100 Howe Avenue, Suite 100 - South
Sacramento, CA 95825-8202

Attn: Curtis L. Fossum - Senior Staff Counsel
(916) 574-1828 / fax 1855 / fossumc@slc.ca.gov

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER

FEES: 0.00
DC: NA



1999-0845737

STATE OF CALIFORNIA - OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section 27383

NO TAX DUE _____

Above Space for Recorder's Use

APN:

571-330-13

C.S.L.C. - AD 369/G-10-08.12

93060073-57

GRANT DEED

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ROHR, INC., operating as BFGOODRICH AEROSPACE AEROSTRUCTURES GROUP, a Delaware corporation and wholly owned subsidiary of THE B.F. GOODRICH COMPANY, formerly known as ROHR INDUSTRIES, INC., a Delaware corporation formerly ROHR CORPORATION, a California corporation, who acquired title to portions of the herein described land as ROHR AIRCRAFT CORPORATION, a California corporation,

GRANTS TO:

the STATE OF CALIFORNIA, acting by and through the California State Lands Commission,

the following described real property in the County of San Diego, State of California:

see Legal Description for BFG PARCEL 2, which is attached and incorporated herein by reference.

ROHR, INC., operating as BFGOODRICH
AEROSPACE AEROSTRUCTURES GROUP, a
Delaware corporation and wholly owned subsidiary of
THE B.F. GOODRICH COMPANY

Date: 12-30-99

By: [Signature]

Its: PRESIDENT

NOTARIZATION OF SIGNATURE TO BE ATTACHED

FL
SP
NF
OCNA

14820

LAND DESCRIPTION

BFG PARCEL 2

AD 369

THOSE PORTIONS OF FRACTIONAL QUARTER SECTION 170 AND 171 OF THE RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF BY MORRILL, FILED AS MAP NO. 166 IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID FRACTIONAL QUARTER SECTION 171; THENCE SOUTH 17°54'28" EAST ALONG THE EASTERLY LINE OF SAID FRACTIONAL QUARTER SECTION, 1270.95 FEET TO A POINT ON A LINE NINE FEET PARALLEL TO AND NORTHERLY OF THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF "H" STREET, AS SAID STREET IS SHOWN ON THE MAP OF BAY VILLA TRACT, ACCORDING TO MAP THEREOF NO. 1198, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE SOUTH 72°12'00" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 170.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE PARALLEL WITH AND DISTANT 170.00 FEET WESTERLY FROM THE EASTERLY LINE OF SAID FRACTIONAL QUARTER SECTIONS, THE FOLLOWING THREE COURSES AND DISTANCES: 1) SOUTH 17°54'28" EAST, 49.14 FEET, 2) SOUTH 17°47'12" EAST 1321.96 FEET AND 3) SOUTH 17°50'01" EAST 1283.10 FEET TO A POINT IN THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF "J" STREET, AS SHOWN ON RECORD OF SURVEY NO. 917 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE ALONG SAID WESTERLY PROLONGATION SOUTH 72°04'39" WEST, 593.24 FEET TO A POINT ON THE ORDINARY HIGH WATER MARK OF SAN DIEGO BAY, AS SAID ORDINARY HIGH WATER MARK WAS FIXED AND ESTABLISHED BY THAT AGREEMENT RECORDED JUNE 22, 1953 IN BOOK 4897, PAGE 408, OF OFFICIAL RECORDS, SAN DIEGO COUNTY AND AS SHOWN ON MISCELLANEOUS MAP NO. 217 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE ALONG SAID ORDINARY HIGH WATER MARK THE FOLLOWING EIGHT COURSES AND DISTANCES: 1) NORTH 07°04'12" WEST, 491.51 FEET TO STATION 117, 2) NORTH 04°01'57" WEST 568.80 FEET TO STATION 116, 3) NORTH 14°12'27" WEST 489.77 FEET TO STATION 115, 4) NORTH 22°26'52" WEST 184.97 FEET TO STATION 114, 5) NORTH 57°45'31" WEST 230.80 FEET TO STATION 113, 6) NORTH 20°56'53" WEST 453.58 FEET TO STATION 112, 7) NORTH 24°18'00" WEST 233.28 FEET TO STATION 111, AND 8) NORTH 30°20'10" WEST 87.43 FEET TO A POINT ON A LINE NINE FEET PARALLEL TO AND NORTHERLY OF THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF "H" STREET AS DESCRIBED; THENCE ALONG SAID PARALLEL LINE NORTH 72°12'00" EAST 568.65 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 27.923 ACRES

END DESCRIPTION

14821
CALIFORNIA 14821

ALL-PURPOSE

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

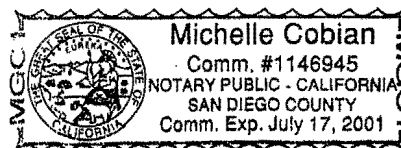
COUNTY OF San Diego)

On December 21, 1999 before me, Michelle Cobian,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared, G. A. Wetzler

personally known to me (or 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.

WITNESS my hand and official seal.



Michelle Cobian

(SEAL)

NOTARY PUBLIC SIGNATURE

OPTIONAL INFORMATION

TITLE OR TYPE OF DOCUMENT Grant Deed

DATE OF DOCUMENT December 21, 1999 NUMBER OF PAGES 2

SIGNER(S) OTHER THAN NAMED ABOVE none

14822

Recorded at the request of :
State of California
California State Lands Commission

WHEN RECORDED mail to:
California State Lands Commission
100 Howe Avenue, Suite 100 - South
Sacramento, CA 95825-8202

Attn: Curtis L. Fossum - Senior Staff Counsel
(916) 574-1828 / fax 1855 / fossumc@slc.ca.gov

STATE OF CALIFORNIA - OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section 27383

NO TAX DUE _____

Above Space for Recorder's Use

C.S.L.C. - AD 369 / WG-10-08.12

APNs: 571-330-17

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING
Government Code 27281

This is to certify that the STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby accepts the real property conveyed to it by the attached grant deed from ROHR INC., operating as BFGOODRICH AEROSPACE AEROSTRUCTURES GROUP, a Delaware corporation and wholly-owned subsidiary of THE B. F. GOODRICH COMPANY for BFG PARCEL 2 and consents to the recordation of this conveyance.

The said interests in real property are accepted by the STATE OF CALIFORNIA, in its sovereign capacity in trust for the people of the state, as real property of the legal character of tidelands and submerged lands.

This acceptance and consent to recording is executed by and on behalf of the STATE OF CALIFORNIA by the CALIFORNIA STATE LANDS COMMISSION, acting pursuant to law, as approved by Minute Item No. 73 of its public meeting in Los Angeles, California on December 3, 1999, by its duly authorized undersigned officer.

CALIFORNIA STATE LANDS COMMISSION

Dated: 12/22/99

By Paul D. Thayer

Executive Officer

ACKNOWLEDGMENT OF SIGNATURE TO BE ATTACHED

14823

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SACRAMENTO

} ss.

On 12/22/99, before me, KIMBERLY L. KORHONEN, Notary Public

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

PAUL D. THAYER

Name(s) of Signer(s)

- ☒ personally known to me
☐ 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.



WITNESS my hand and official seal.

Kimberly L. Korhonen
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING APN: 571-330-17

Document Date: _____ Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: PAUL D. THAYER

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☒ Other: EXECUTIVE OFFICER

Signer Is Representing: CA STATE LANDS COMMISSION

RIGHT THUMBPRINT
 OF SIGNER

Top of thumb here



**Recorded at the request of
Chicago Title**

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA
California State Lands Commission
Attn: Title Unit
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section 27383

DOC # 1999-0845738

Dec 30, 1999 3:58 PM

14824

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 0.00
DC: NA



SPACE ABOVE THIS LINE

A.P.N. 571-330-17, 571-330-13
County: San Diego

G 10-08.12

LEASE PRC 8121.9

This Lease consists of this summary and the following attached and incorporated parts:

Section 1	Basic Provisions
Section 2	Special Provisions Amending or Supplementing Section 1 or 4
Section 3	Description of Lease Premises
Section 4	General Provisions

SECTION 1

BASIC PROVISIONS

THE STATE OF CALIFORNIA, hereinafter referred to as Lessor acting by and through the **CALIFORNIA STATE LANDS COMMISSION** (100 Howe Avenue, Suite 100-South, Sacramento, California 95825-8202), pursuant to Division 6 of the Public Resources Code and Title 2, Division 3 of the California Code of Regulations, and for consideration specified in this Lease, does hereby lease, demise and let to:

San Diego Unified Port District

hereinafter referred to as Lessee:

WHOSE MAILING ADDRESS IS: 3165 Pacific Highway
P.O. Box 488
San Diego, California 92122-0488

Attn: Senior Director, Real Estate Operations
those certain lands described in Section 3 subject to the reservations, terms, covenants and conditions of this Lease.

LEASE TYPE: General Lease - Public Agency Use

LAND TYPE: Public Trust Lands

LOCATION: Chula Vista, San Diego County

LAND USE OR PURPOSE: Public Trust purposes consistent with the provisions of Chapter 67, Statutes of 1962, 1st Extraordinary Session, as amended.

TERM: 49 years; beginning 12/30/99; ending 12/29/2048, unless sooner terminated as provided under this Lease.

CONSIDERATION: The public use and benefit; with the State reserving the right at any time to set a monetary rent if the Commission finds such action to be in the State's best interest.

Subject to modification by Lessor as specified in Paragraph 2(b) of Section 4 - General Provisions.

EXISTING AUTHORIZED IMPROVEMENTS: Industrial manufacturing facilities, buildings and equipment, and ancillary support facilities and buildings.

X **EXISTING**

TO BE CONSTRUCTED; CONSTRUCTION MUST BEGIN BY: N/A

AND BE COMPLETED BY: N/A

LIABILITY INSURANCE: N/A

SURETY BOND OR OTHER SECURITY: N/A

SECTION 2

SPECIAL PROVISIONS

BEFORE THE EXECUTION OF THIS LEASE, ITS PROVISIONS ARE AMENDED, REVISED OR SUPPLEMENTED AS FOLLOWS:

1. Lease term will begin immediately upon acquisition of property by the State at close of escrow pursuant to terms of Exchange Agreement dated December 16, 1999.
2. Lease will terminate if lands are legislatively granted to Lessee.

14826

SECTION 3

LEGAL DESCRIPTION

BFG PARCEL 1

AD 369

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF QUARTER SECTION 163 AND THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF QUARTER SECTION 164 OF RANCHO DE LA NACION IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY MAY 11, 1869 AND ALL OF LOTS 7, 8, 9, 10 AND 11 AND THOSE PORTIONS OF LOTS 1, 2, 3, 4, 5, 6, 12, 13, 14, AND 15 IN BLOCK "B" OF RESUBDIVISION OF BAY VILLA TRACT, ACCORDING TO MAP THEREOF NO. 1198, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AUGUST 6, 1909. TOGETHER WITH THOSE PORTIONS OF WALNUT STREET ADJOINING SAID BLOCK "B" ON THE WEST AND THE ALLEY LYING WITHIN SAID BLOCK "B" AND THAT PORTION OF "I" STREET LYING WITHIN SAID QUARTER SECTIONS 163 AND 164 AS VACATED AND CLOSED TO PUBLIC USE BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHULA VISTA RECORDED AUGUST 12, 1971 AS FILE NO. 179188 OF OFFICIAL RECORDS DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID QUARTER SECTION 163, DISTANCE THEREON 20.00 FEET EASTERLY FROM THE SOUTHWEST CORNER THEREOF; THENCE NORTH $17^{\circ}46'58''$ WEST ON A LINE 20.00 FEET EASTERLY FROM AND PARALLEL WITH THE WESTERLY LINE OF SAID QUARTER SECTION 163 A DISTANCE OF 1282.11 FEET TO A POINT ON THE SOUTHERLY LINE OF "H" STREET AS SHOWN ON SAID MAP NO. 1198; THENCE ALONG SAID SOUTHERLY LINE NORTH $72^{\circ}12'15''$ EAST 19.89 FEET TO A POINT ON THE WESTERLY LINE OF THAT OF LAND CONVEYED TO THE STATE OF CALIFORNIA (CALTRANS) BY DEED RECORDED AUGUST 1, 1968 AS FILE NO. 130106 OF OFFICIAL RECORDS; THENCE ALONG THE WESTERLY BOUNDARY OF SAID CALTRANS LAND THE FOLLOWING SEVEN COURSES: 1) SOUTH $17^{\circ}48'37''$ EAST 5.95 FEET, 2) NORTH $74^{\circ}58'17''$ EAST 188.10 FEET TO THE BEGINNING OF A TANGENT 45.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, 3) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $73^{\circ}18'01''$ A DISTANCE OF 57.57 FEET, 4) TANGENT TO SAID CURVE SOUTH $31^{\circ}43'55''$ EAST 181.34 FEET, 5) SOUTH $26^{\circ}51'03''$ EAST 342.59 FEET TO THE BEGINNING OF A TANGENT 1669.99 FOOT RADIUS CURVE CONCAVE WESTERLY, 6) SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $14^{\circ}20'28''$ A DISTANCE OF 418.00 FEET, AND 7) SOUTH $12^{\circ}30'35''$ EAST 303.54 FEET TO THE CENTERLINE OF "I" STREET AS CLOSED AND VACATED; THENCE ALONG SAID CENTERLINE SOUTH $72^{\circ}15'16''$ WEST 332.90 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 9.668 ACRES

END DESCRIPTION

LAND DESCRIPTION

BFG PARCEL 2

AD 369

THOSE PORTIONS OF FRACTIONAL QUARTER SECTION 170 AND 171 OF THE RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF BY MORRILL, FILED AS MAP NO. 166 IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID FRACTIONAL QUARTER SECTION 171; THENCE SOUTH 17°54'28" EAST ALONG THE EASTERLY LINE OF SAID FRACTIONAL QUARTER SECTION, 1270.95 FEET TO A POINT ON A LINE NINE FEET PARALLEL TO AND NORTHERLY OF THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF "H" STREET, AS SAID STREET IS SHOWN ON THE MAP OF BAY VILLA TRACT, ACCORDING TO MAP THEREOF NO. 1198, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE SOUTH 72°12'00" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 170.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE PARALLEL WITH AND DISTANT 170.00 FEET WESTERLY FROM THE EASTERLY LINE OF SAID FRACTIONAL QUARTER SECTIONS, THE FOLLOWING THREE COURSES AND DISTANCES: 1) SOUTH 17°54'28" EAST, 49.14 FEET, 2) SOUTH 17°47'12" EAST 1321.96 FEET AND 3) SOUTH 17°50'01" EAST 1283.10 FEET TO A POINT IN THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF "J" STREET, AS SHOWN ON RECORD OF SURVEY NO. 917 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE ALONG SAID WESTERLY PROLONGATION SOUTH 72°04'39" WEST, 593.24 FEET TO A POINT ON THE ORDINARY HIGH WATER MARK OF SAN DIEGO BAY, AS SAID ORDINARY HIGH WATER MARK WAS FIXED AND ESTABLISHED BY THAT AGREEMENT RECORDED JUNE 22, 1953 IN BOOK 4897, PAGE 408, OF OFFICIAL RECORDS, SAN DIEGO COUNTY AND AS SHOWN ON MISCELLANEOUS MAP NO. 217 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE ALONG SAID ORDINARY HIGH WATER MARK THE FOLLOWING EIGHT COURSES AND DISTANCES: 1) NORTH 07°04'12" WEST, 491.51 FEET TO STATION 117, 2) NORTH 04°01'57" WEST 568.80 FEET TO STATION 116, 3) NORTH 14°12'27" WEST 489.77 FEET TO STATION 115, 4) NORTH 22°26'52" WEST 184.97 FEET TO STATION 114, 5) NORTH 57°45'31" WEST 230.80 FEET TO STATION 113, 6) NORTH 20°56'53" WEST 453.58 FEET TO STATION 112, 7) NORTH 24°18'00" WEST 233.28 FEET TO STATION 111, AND 8) NORTH 30°20'10" WEST 87.43 FEET TO A POINT ON A LINE NINE FEET PARALLEL TO AND NORTHERLY OF THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF "H" STREET AS DESCRIBED; THENCE ALONG SAID PARALLEL LINE NORTH 72°12'00" EAST 568.65 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 27.923 ACRES

END DESCRIPTION

SECTION 4
GENERAL PROVISIONS

1. **GENERAL**

These provisions are applicable to all leases, permits, rights-of-way, easements, or licenses or other interests in real property conveyed by the State Lands Commission.

2. **CONSIDERATION**

(a) **Categories**

(1) **Rental**

Lessee shall pay the annual rental as stated in this Lease to Lessor without deduction, delay or offset, on or before the beginning date of this Lease and on or before each anniversary of its beginning date during each year of the Lease term.

(2) **Non-Monetary Consideration**

If the consideration to Lessor for this Lease is the public use, benefit, health or safety, Lessor shall have the right to review such consideration at any time and set a monetary rental if the State Lands Commission, at its sole discretion, determines that such action is in the best interest of the State.

(b) **Modification**

Lessor may modify the method, amount or rate of consideration effective on each fifth anniversary of the beginning date of this Lease. Should Lessor fail to exercise such right effective on any fifth anniversary it may do so effective on any one (1) of the next four (4) anniversaries following such fifth anniversary, without prejudice to its right to effect such modification on the next or any succeeding fifth anniversary. No such modification shall become effective unless Lessee is given at least thirty (30) days notice prior to the effective date.

(c) **Penalty and Interest**

Any installments of rental accruing under this Lease not paid when due shall be subject to a penalty and shall bear interest as specified in Public Resources Code Section 6224 and the Lessor's then existing administrative regulations governing penalty and interest.

3. **BOUNDARIES**

This Lease is not intended to establish the State's boundaries and is made without prejudice to either party regarding any boundary claims, which may be asserted presently or in the future.

4. **LAND USE**

(a) **General**

Lessee shall use the Lease Premises only for the purpose or purposes stated in this Lease and only for the operation and maintenance of the improvements expressly authorized in this Lease. Lessee shall commence use of the Lease Premises within ninety (90) days of the beginning date of this Lease or within ninety (90) days of the date set for construction to commence as set forth in this Lease, whichever is later. Lessee shall notify Lessor within ten (10) days after commencing the construction of authorized improvements and within sixty (60) days after completing them. Lessee's discontinuance of such use for a period of ninety (90) days shall be conclusively presumed to be an abandonment.

(b) **Continuous Use**

Lessee's use of the Lease Premises shall be continuous from commencement of the Lease until its expiration.

(c) **Repairs and Maintenance**

Lessee shall, at its own expense, keep and maintain the Lease Premises and all improvements in good order and repair and in safe condition. Lessor shall have no obligation for such repair and maintenance.

(d) **Additions, Alterations and Removal**

(1) Additions - No improvements other than those expressly authorized in this Lease shall be constructed by the Lessee on the Lease Premises without the prior written consent of Lessor.

(2) Alteration or Removal - Except as provided under this Lease, no alteration or removal of improvements on or natural features of the Lease Premises shall be undertaken without the prior written consent of Lessor.

(e) **Conservation**

Lessee shall practice conservation of water, energy, and other natural resources and shall prevent pollution and harm to the environment. Lessee shall not violate any law or regulation whose purpose is to conserve resources or to protect the environment. Violation of this section shall constitute grounds for termination of the Lease. Lessor, by its executive officer, shall notify Lessee, when in his or her opinion, Lessee has violated the provisions of this section and Lessee shall respond and discontinue the conduct or remedy the condition within 30 days.

(f) Toxics

Lessee shall not manufacture or generate hazardous wastes on the Lease Premises unless specifically authorized under other terms of this Lease. Lessee shall be fully responsible for any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported on the Lease Premises during the Lease term and shall comply with and be bound by all applicable provisions of such federal, state or local law, regulation or ordinance dealing with such wastes, substances or materials. Lessee shall notify Lessor and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances or materials.

(g) Enjoyment

Subject to the provisions of paragraph 5 (a) (2) below, nothing in this Lease shall preclude Lessee from excluding persons from the Lease Premises when their presence or activity constitutes a material interference with Lessee's use and enjoyment of the Lease Premises as provided under this Lease.

(h) Discrimination

Lessee in its use of the Lease Premises shall not discriminate against any person or class of persons on the basis of race, color, creed, religion, national origin, sex, age, or handicap.

(i) Residential Use

No portion of the Lease Premises shall be used as a location for a residence or for the purpose of mooring a structure, which is used as a residence. For purposes of this Lease, a residence or floating residence includes but is not limited to boats, barges, houseboats, trailers, cabins or combinations of such facilities or other such structures which provide overnight accommodations to the Lessee or others.

5. RESERVATIONS, ENCUMBRANCES AND RIGHTS-OF-WAY

(a) Reservations

(1) Lessor expressly reserves all natural resources in or on the Lease Premises, including but not limited to timber and minerals as defined under Public Resources Code Sections 6401 and 6407, as well as the right to grant leases in and over the Lease Premises for the extraction of such natural resources; however, such leasing shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.

(2) Lessor expressly reserves a right to go on the Lease Premises and all improvements for any purpose associated with this Lease or for

carrying out any function required by law, or the rules, regulations or management policies of the State Lands Commission. Lessor shall have a right of reasonable access to the Lease Premises across Lessee owned or occupied lands adjacent to the Lease Premises for any purpose associated with this Lease.

(3) Lessor expressly reserves to the public an easement for convenient access across the Lease Premises to other State-owned lands located near or adjacent to the Lease Premises and a right of reasonable passage across and along any right-of-way granted by this Lease; however, such easement or right-of-way shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.

(4) Lessor expressly reserves the right to lease, convey, or encumber the Lease Premises, in whole or in part, during the Lease term for any purpose not inconsistent or incompatible with the rights or privileges of Lessee under this Lease.

(b) Encumbrances

This Lease may be subject to pre-existing contracts, leases, licenses, easements, encumbrances and claims and is made without warranty by Lessor of title, condition or fitness of the land for the stated or intended purpose.

6. RULES, REGULATIONS AND TAXES

(a) Lessee shall comply with and be bound by all presently existing or subsequently enacted rules, regulations, statutes or ordinances of the State Lands Commission or any other governmental agency or entity having lawful authority and jurisdiction.

(b) Lessee understands and agrees that a necessary condition for the granting and continued existence of this Lease is that Lessee obtain and maintain all permits or other entitlements.

(c) Lessee accepts responsibility for and agrees to pay any and all possessory interest taxes, assessments, user fees or service charges imposed on or associated with the leasehold interest, improvements or the Lease Premises, and such payment shall not reduce rental due Lessor under this Lease and Lessor shall have no liability for such payment.

7. INDEMNITY

(a) Lessor shall not be liable and Lessee shall indemnify, hold harmless and, at the option of Lessor, defend Lessor, its officers, agents, and employees against and for any and all liability, claims, damages or injuries of any kind and from any cause, arising out of or connected in any way with the issuance, enjoyment

or breach of this Lease or Lessee's use of the Lease Premises except for any such liability, claims, damage or injury solely caused by the negligence of Lessor, its officers, agents and employees.

(b) Lessee shall notify Lessor immediately in case of any accident, injury or casualty on the Lease Premises.

8. INSURANCE

(a) Lessee shall obtain and maintain in full force and effect during the term of this Lease comprehensive general liability insurance and property damage insurance, with such coverage and limits as may be reasonably requested by Lessor from time to time, but in no event for less than the sum(s) specified, insuring Lessee and Lessor against any and all claims or liability arising out of the ownership, use, occupancy, condition or maintenance of the Lease Premises and all improvements.

(b) The insurance policy or policies shall name the State of California, its officers, employees and volunteers as insureds as to the Lease Premises and shall identify the Lease by its assigned number. Lessee shall provide Lessor with a certificate of such insurance and shall keep such certificate current. The policy (or endorsement) must provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to Lessor. Lessor will not be responsible for any premiums or other assessments on the policy. The coverage provided by the insured (Lessee) shall be primary and non-contributing.

(c) The insurance coverage specified in this Lease shall be in effect at all times during the Lease term and subsequently until all of the Lease Premises have been either accepted as improved, by Lessor, or restored by Lessee as provided elsewhere in this Lease.

9. SURETY BOND

(a) Lessee shall provide a surety bond or other security device acceptable to Lessor, for the specified amount, and naming the State of California as the assured, to guarantee to Lessor the faithful observance and performance by Lessee of all of the terms, covenants and conditions of this Lease.

(b) Lessor may require an increase in the amount of the surety bond or other security device to cover any additionally authorized improvements, alterations or purposes and any modification of consideration.

(c) The surety bond or other security device shall be maintained in full force and effect at all times during the Lease term and subsequently until all of the Lease Premises have been either accepted as improved, by Lessor, or restored by Lessee as provided elsewhere in this Lease.

10. ASSIGNMENT, ENCUMBRANCING OR SUBLETTING

(a) Lessee shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease and shall not sublet the Lease Premises, in whole or in part, or allow any person other than the Lessee's employees, agents, servants and invitees to occupy or use all or any portion of the Lease Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

(b) The following shall be deemed to be an assignment or transfer within the meaning of this Lease:

(1) If Lessee is a corporation, any dissolution, merger, consolidation or other reorganization of Lessee or sale or other transfer of a percentage of capital stock of Lessee which results in a change of controlling persons, or the sale or other transfer of substantially all the assets of Lessee;

(2) If Lessee is a partnership, a transfer of any interest of a general partner, a withdrawal of any general partner from the partnership, or the dissolution of the partnership.

(c) If this Lease is for sovereign lands, it shall be appurtenant to adjoining littoral or riparian land and Lessee shall not transfer or assign its ownership interest or use rights in such adjoining lands separately from the leasehold rights granted herein without the prior written consent of Lessor.

(d) If Lessee desires to assign, sublet, encumber or otherwise transfer all or any portion of the Lease Premises, Lessee shall do all of the following:

(1) Give prior written notice to Lessor;

(2) Provide the name and complete business organization and operational structure of the proposed assignee, sublessee, secured third party or other transferee; and the nature of the use of and interest in the Lease Premises proposed by the assignee, sublessee, secured third party or other transferee. If the proposed assignee, sublessee or secured third party is a general or limited partnership, or a joint venture, provide a copy of the partnership agreement or joint venture agreement, as applicable;

(3) Provide the terms and conditions of the proposed assignment, sublease, or encumbrancing or other transfer;

(4) Provide audited financial statements for the two most recently completed fiscal years of the proposed assignee, sublessee, secured party or

other transferee; and provide pro forma financial statements showing the projected income, expense and financial condition resulting from use of the Lease Premises; and

(5) Provide such additional or supplemental information as Lessor may reasonably request concerning the proposed assignee, sublessee, secured party or other transferee.

Lessor will evaluate proposed assignees, sublessees, secured third parties and other transferees and grant approval or disapproval according to standards of commercial reasonableness considering the following factors within the context of the proposed use: the proposed party's financial strength and reliability, their business experience and expertise, their personal and business reputation, their managerial and operational skills, their proposed use and projected rental, as well as other relevant factors.

(e) Lessor shall have a reasonable period of time from the receipt of all documents and other information required under this provision to grant or deny its approval of the proposed party.

(f) Lessee's mortgage or hypothecation of this Lease, if approved by Lessor, shall be subject to terms and conditions found in a separately drafted standard form (Agreement and Consent to Encumbrancing of Lease) available from Lessor upon request.

(g) Upon the express written assumption of all obligations and duties under this Lease by an assignee approved by Lessor, the Lessee may be released from all liability under this Lease arising after the effective date of assignment and not associated with Lessee's use, possession or occupation of or activities on the Lease Premises; except as to any hazardous wastes, substances or materials as defined under federal state or local law, regulation or ordinance manufactured, generated, used, placed, disposed, stored or transported on the Lease Premises.

(h) If the Lessee files a petition or an order for relief is entered against Lessee, under Chapters 7,9,11 or 13 of the Bankruptcy Code (11 USC Sect. 101, et seq.) then the trustee or debtor-in-possession must elect to assume or reject this Lease within sixty (60) days after filing of the petition or appointment of the trustee, or the Lease shall be deemed to have been rejected, and Lessor shall be entitled to immediate possession of the Lease Premises. No assumption or assignment of this Lease shall be effective unless it is in writing and unless the trustee or debtor-in-possession has cured all defaults under this Lease (monetary and non-monetary) or has provided Lessor with adequate assurances (1) that within ten (10) days from the date of such assumption or assignment, all monetary defaults under

this Lease will be cured; and (2) that within thirty (30) days from the date of such assumption, all non-monetary defaults under this Lease will be cured; and (3) that all provisions of this Lease will be satisfactorily performed in the future.

11. DEFAULT AND REMEDIES

(a) Default

The occurrence of any one or more of the following events shall immediately and without further notice constitute a default or breach of the Lease by Lessee:

- (1) Lessee's failure to make any payment of rental, royalty, or other consideration as required under this Lease;
- (2) Lessee's failure to obtain or maintain liability insurance or a surety bond or other security device as required under this Lease;
- (3) Lessee's vacation or abandonment of the Lease Premises (including the covenant for continuous use as provided for in paragraph 4) during the Lease term;
- (4) Lessee's failure to obtain and maintain all necessary governmental permits or other entitlements;
- (5) Lessee's failure to comply with all applicable provisions of federal, state or local law, regulation or ordinance dealing with hazardous waste, substances or materials as defined under such law;
- (6) Lessee's failure to commence to construct and to complete construction of the improvements authorized by this Lease within the time limits specified in this Lease; and/or
- (7) Lessee's failure to comply with applicable provisions of federal, state or local laws or ordinances relating to issues of Health and Safety, or whose purpose is to conserve resources or to protect the environment.

(b) Lessee's failure to observe or perform any other term, covenant or condition of this Lease to be observed or performed by the Lessee when such failure shall continue for a period of thirty (30) days after Lessor's giving written notice; however, if the nature of Lessee's default or breach under this paragraph is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default or breach if Lessee commences such cure within such thirty (30) day period and diligently proceeds with such cure to completion.

(c) Remedies

In the event of a default or breach by Lessee and Lessee's failure to cure such default or breach, Lessor may at any time and with or without notice do any one or more of the following:

- (1) Re-enter the Lease Premises, remove all persons and property, and repossess and enjoy such premises;
- (2) Terminate this Lease and Lessee's right of possession of the Lease Premises. Such termination shall be effective upon Lessor's giving written notice and upon receipt of such notice Lessee shall immediately surrender possession of the Lease Premises to Lessor;
- (3) Maintain this Lease in full force and effect and recover any rental, royalty, or other consideration as it becomes due without terminating Lessee's right of possession regardless of whether Lessee shall have abandoned the Lease Premises; and/or
- (4) Exercise any other right or remedy which Lessor may have at law or equity.

12. RESTORATION OF LEASE PREMISES

(a) Upon expiration or sooner termination of this Lease, Lessor upon written notice may take title to any or all improvements, including fills, or Lessor may require Lessee to remove all or any such improvements at its sole expense and risk; or Lessor may itself remove or have removed all or any portion of such improvements at Lessee's sole expense. Lessee shall deliver to Lessor such documentation as may be necessary to convey title to such improvements to Lessor free and clear of any liens, mortgages, loans or any other encumbrances.

(b) In removing any such improvements Lessee shall restore the Lease Premises as nearly as possible to the conditions existing prior to their installation or construction.

(c) All plans for and subsequent removal and restoration shall be to the satisfaction of Lessor and shall be completed within ninety (90) days after the expiration or sooner termination of this Lease or after compliance with paragraph 12(d), whichever is the lesser.

(d) In removing any or all the improvements Lessee shall be required to obtain any permits or other governmental approvals as may then be required by lawful authority.

(e) Lessor may at any time during the Lease term require Lessee to conduct at its own expense and by a contractor approved by Lessor an independent environmental site assessment or inspection for the presence or suspected presence of hazardous wastes, substances or materials as defined under federal, state or local law, regulation or ordinance manufactured, generated, used, placed, disposed, stored or transported on the Lease Premises during the term of the Lease. Lessee shall provide the results of the assessment or inspection to Lessor and the appropriate governmental response agency(ies) and shall further be responsible for removing or taking other appropriate remedial action regarding such wastes, substances or materials in accordance with applicable federal, state or local law regulation or ordinance.

13. QUITCLAIM

Lessee shall, within ninety (90) days of the expiration or sooner termination of this Lease, execute and deliver to Lessor in a form provided by Lessor a good and sufficient release of all rights under this Lease. Should Lessee fail or refuse to deliver such a release, a written notice by Lessor reciting such failure or refusal shall, from the date of its recordation, be conclusive evidence against Lessee of the termination of this Lease and all other claimants.

14. HOLDING-OVER

Any holding-over by Lessee after the expiration of the Lease term, with or without the express or implied consent of Lessor, shall constitute a tenancy from month to month and not an extension of the Lease term and shall be on the terms, covenants, and conditions of this Lease, except that the annual rental then in effect shall be increased by twenty-five percent (25%).

15. ADDITIONAL PROVISIONS**(a) Waiver**

(1) No term, covenant, or condition of this Lease and no default or breach of any such term, covenant or condition shall be deemed to have been waived, by Lessor's acceptance of a late or nonconforming performance or otherwise, unless such a waiver is expressly acknowledged by Lessor in writing.

(2) Any such waiver shall not be deemed to be a waiver of any other term, covenant or condition of any other default or breach of any term, covenant or condition of this Lease.

(b) Time

Time is of the essence of this Lease and each and all of its terms, covenants or conditions in which performance is a factor.

(c) **Notice**

All notices required to be given under this Lease shall be given in writing, sent by U.S. Mail with postage prepaid, to Lessor at the offices of the State Lands Commission and the Lessee at the address specified in this Lease. Lessee shall give Lessor notice of any change in its name or address.

(d) **Consent**

Where Lessor's consent is required under this Lease its consent for one transaction or event shall not be deemed to be a consent to any subsequent occurrence of the same or any other transaction or event.

(e) **Changes**

This Lease may be terminated and its term, covenants and conditions amended, revised or supplemented only by mutual written agreement of the parties.

(f) **Successors**

The terms, covenants and conditions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties.

(g) **Joint and Several Obligation**

If more than one Lessee is a party to this Lease, the obligations of the Lessees shall be joint and several.

(h) **Captions**

The captions of this Lease are not controlling and shall have no effect upon its construction or interpretation.

(i) **Severability**

If any term, covenant or condition of this Lease is determined by a court of competent jurisdiction to be invalid, it shall be considered deleted and shall not invalidate any of the remaining terms, covenants and conditions.

/

STATE OF CALIFORNIA - STATE LANDS COMMISSION

LEASE P.R.C. NO. 8121.9

This Lease shall become effective only when approved by and executed on behalf of the State Lands Commission of the State of California and a duly executed copy has been delivered to Lessee. The submission of this Lease by Lessor, its agent or representative for examination by Lessee does not constitute an option or offer to lease the Lease Premises upon the terms and conditions contained herein, or a reservation of the Lease Premises in favor of Lessee. Lessee's submission of an executed copy of this Lease to Lessor shall constitute an offer to Lessor to lease the Lease Premises on the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date hereafter affixed.

LESSEE:
SAN DIEGO UNIFIED PORT DISTRICT

LESSOR:
STATE OF CALIFORNIA
STATE LANDS COMMISSION

By: _____

By:  _____

Title: _____

Title: **Chief, Division of
Land Management**

Date: _____

Date: **12-22-99**

ACKNOWLEDGEMENT

This Lease was authorized by the
California State Lands Commission on
December 3, 1999 by Minute Item #73

ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SACRAMENTO

} ss.

On 12/22/99
(DATE)

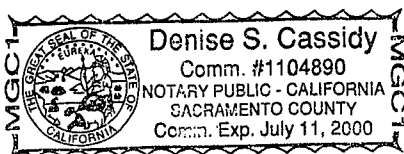
before me,

Denise S. Cassidy
(NOTARY)

personally appeared

ROBERT L. LYNCH

SIGNER(S)

☒ personally known to me - OR -☐ 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.

WITNESS my hand and official seal.

Denise S. Cassidy
 NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR

☒ OTHER: CHIEF,
LAND MANAGEMENT DIV.

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

11
 NUMBER OF PAGES

12/22/99
 DATE OF DOCUMENT

OTHER

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

CALIFORNIA STATE LANDS Commission

RIGHT THUMBPRINT

OF
SIGNER

Top of thumbprint here

14836

STATE OF CALIFORNIA - STATE LANDS COMMISSION

LEASE P.R.C. NO. 8121.9

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IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date hereafter affixed.

LESSEE:
SAN DIEGO UNIFIED PORT DISTRICT

LESSOR:
STATE OF CALIFORNIA
STATE LANDS COMMISSION



By: William P. Jolley

By: _____

Title: EXECUTIVE DIRECTOR

Title: _____

Date: 12-22-99

Date: _____

ACKNOWLEDGEMENT

This Lease was authorized by the
California State Lands Commission on
December 3, 1999 by Minute Item #73

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

SAN DIEGO

} ss.

On 22 DEC 1999

Date

before me, ELIZABETH MOORE-STUMP, NOTARY PUBLIC

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

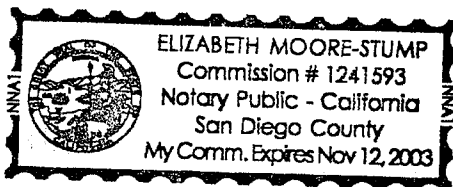
personally appeared

DENNIS P. BOUEY

Name(s) of Signer(s)

- ☒ personally known to me
☐ 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document
 and could prevent fraudulent removal and reattachment of this form to another document.*

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____

**RIGHT THUMBPRINT
 OF SIGNER**
 Top of thumb here.