

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON 08-DEC-1993,
DOCUMENT NUMBER 1993-0825158.
ANNETTE EVANS, COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE

San Diego Gas and Electric Company
P.O. Box 1831
San Diego, CA 92112
ATTN: Office Services, Room 611

81118

GRANT OF EASEMENT

THIS GRANT OF EASEMENT, entered into this 10th day of August 1993, by the UNITED STATES OF AMERICA, acting through the Department of the Navy, hereinafter called the GRANTOR, to the SAN DIEGO GAS AND ELECTRIC COMPANY, hereinafter called GRANTEE,

WITNESSETH:

WHEREAS, the GRANTOR owns that certain real property identified as the Naval Air Station Miramar located in the City of San Diego, County of San Diego, State of California, hereinafter called the Station; and

WHEREAS, the GRANTEE has requested an easement for the construction, installation, operation, maintenance, repair, and replacement of an electric substation on that portion of the Station hereinafter described; and

WHEREAS, Section 2835 of Public Law 102-484, approved October 23, 1992, authorizes the Secretary of the Navy to grant the easement herein;

NOW THEREFORE, in consideration of the payment to it of the sum of One Million Eight Hundred and Eighty-Four Thousand and Fifty dollars (\$1,884,050.00), the receipt of which is hereby acknowledged, the GRANTOR hereby grants to the GRANTEE, and its successors and assigns, for a period of fifty (50) years from the date hereof, an easement for the construction, installation, operation, maintenance, repair and replacement of all structures, facilities, and equipment, and appurtenances thereto, required for the operation of an electric substation, together with the right of ingress to and egress from said electric substation by a practical route or routes to, from, along and across said Station as GRANTOR may specify, said electric substation easement being on, in, over and under that portion of the Station hereinafter called the Premises, and more specifically described in Exhibit "A" attached hereto and by this reference made a part hereof, and as shown on the map marked Exhibit "B", attached hereto and by this reference made a part hereof.

The total acreage contained in the foregoing easement is 87.4 acres.

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The total acreage contained in the foregoing easement is 87.4 acres.

THIS GRANT OF EASEMENT is made by the GRANTOR upon the following terms and conditions, which GRANTEE, by its acceptance hereof, specifically agrees to and consents to be bound by:

1. All work in connection with the construction, installation, operation, maintenance, repair and replacement of said substation shall be done without cost or expense to GRANTOR.

2. GRANTEE shall maintain the Premises, the electric substation and any appurtenances thereto in good condition at all times and shall promptly make all repairs thereto that may be necessary for the preservation of the condition of the Premises and the continued operation and maintenance of the electric substation.

3. GRANTEE'S rights hereunder shall be subject to such reasonable rules and regulations as may be prescribed by GRANTOR to assure that the exercise of such rights will not unreasonably interfere with the Station's activities.

4. Upon the expiration or sooner termination of this easement, the GRANTEE, at its expense, shall remove, to the extent requested by GRANTOR, improvements, fixtures and equipment installed or constructed hereunder, and shall restore the Premises to the same or as good a condition as that which existed prior to the exercise by the GRANTEE of its rights hereunder. Such restoration shall be done in a manner satisfactory to the Commanding Officer of the Southwest Division, Naval Facilities Engineering Command or his/her designated representative.

5. All or any part of this easement may be terminated upon failure by the GRANTEE to comply with any of its terms and conditions; upon abandonment of the rights granted herein; or upon nonuse of such rights for a period of two consecutive years.

6. GRANTOR may use the Premises for any purpose that does not unreasonably interfere with the use of the Premises and enjoyment by the GRANTEE of the rights granted herein.

7. GRANTOR hereby gives GRANTEE permission to build an all weather roadway to said electric substation from a paved road within the Station. Said roadway shall have a grade no greater than ten (10) percent, a width of not less than twenty (20) feet and the centerline radius of any curve shall be not less than seventy-five (75) feet. GRANTEE shall have the right to use locking gates in all fences which now cross or may hereafter cross the roadway. GRANTOR shall have access through any such gates except any gate(s) which provide direct access into the electric substation.

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8. GRANTEE shall reseed all disturbed areas within the Premises with seed mixture approved by the Commanding Officer, Southwest Division, Naval Facilities Engineering Command, or his/her designated representative and the Commanding Officer, Naval Air Station, Miramar or his/her designated representative

9. GRANTEE shall comply with all applicable environmental laws, ordinances, rules, and regulations and all other Federal, state, and local laws, ordinances, regulations, and standards that are or may become applicable to GRANTEE's activities on the Premises.

10. GRANTEE shall be solely responsible for obtaining, at its sole cost and expense, any environmental permits required for its activities on the Premises.

11. GRANTOR's reserved rights hereunder specifically include the right for its representatives to inspect the Premises upon reasonable notice for compliance with environmental, safety, and occupational health laws and regulations, whether or not the GRANTOR is responsible for enforcing them. Such inspections shall be without prejudice to the right of duly constituted enforcement officials to make such inspections.

12. GRANTEE shall strictly comply with the hazardous waste permit, storage, handling and disposal requirements under Resource Conservation and Recovery Act, or its California equivalent. The GRANTEE must provide at its own expense such hazardous waste storage facilities, complying with all laws and regulations, as it may need for storage. Station hazardous waste storage facilities will not be available to the GRANTEE. Any violation of the requirements of this condition shall be deemed a material violation of easement terms and conditions.

13. Station accumulation points for hazardous and other wastes will not be used by the GRANTEE. Neither will the GRANTEE permit its hazardous wastes to be commingled with hazardous waste of the GRANTOR.

14. GRANTEE shall have a completed and approved plan for responding to hazardous waste, fuel, and other chemical spills prior to commencement of operations on the Premises. Such plan shall be independent of Naval Air Station Miramar and, except for initial fire response and/or spill containment, shall not rely on use of Station personnel or equipment. Should the GRANTOR provide any personnel or equipment, whether for initial fire response and/or spill containment, otherwise on request of the GRANTEE, or because the GRANTEE was not, in the opinion of GRANTOR, conducting timely cleanup actions, the GRANTEE agrees to reimburse the GRANTOR for its costs.

IN WITNESS WHEREOF, GRANTOR, acting by its Real Estate Contracting Officer thereunto duly authorized, has caused this GRANT OF EASEMENT to be as of the day and year first written above.

UNITED STATES OF AMERICA

By *James H. Strotman*

JAMES H. STROTMAN
Real Estate Contracting Officer
Southwest Division
Naval Facilities Engineering Command

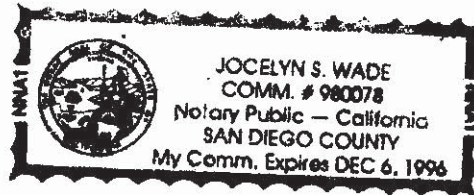
STATE OF CALIFORNIA)
)ss:
COUNTY OF SAN DIEGO)

On 1 DEC 93 before me, JOCELYN S. WADE, a notary public, personally appeared JAMES H. STROTMAN 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) acted, executed the instrument.

WITNESS my hand and official seal.

Jocelyn S. Wade
Notary Public

Notarial Seal





Those portions of Lots 1, 2, 3 and the Northeast Quarter of the Northwest Quarter of Section 31, Township 14 South, Range 1 West, San Bernardino Meridian, together with that portion of the East Half of the East Half of Section 36, Township 14 South, Range 2 West, San Bernardino Meridian, in the City of San Diego, County of San Diego, State of California, being more particularly described as follows:

Commencing at a 2 inch iron pipe with a 2 inch brass cap stamped "S.D. CO. ENG. DEPT. SURV. MON. 1984", marking the corner common to Sections 30 and 31 of Township 14 South, Range 1 West, San Bernardino Meridian and Sections 25 and 36 of Township 14 South, Range 2 West, San Bernardino Meridian; as shown and delineated on Record of Survey Map No. 12862, filed August 30, 1990 at File No. 90-476223 in the Office of the County Recorder of said County of San Diego; said corner bears North 87° 54' 08" West, 2859.93 feet (rec. 2859.92 feet) from a 2 inch iron pipe with tack and disk stamped "L.S. 2201", marking the North Quarter corner of said Section 31, as shown and delineated on said Record of Survey Map No. 12862; thence along the Northerly line of said Section 31, South 87° 54' 08" East, 10.00 feet; thence leaving said Northerly line South 01° 28' 43" West, 12.92 feet to a point on the Northeasterly right of way line of an existing 200 foot San Diego Gas & Electric Company easement, as shown and delineated on said Record of Survey Map No. 12862; thence along said Northeasterly right of way line, South 71° 34' 12" East, 348.57 feet to the TRUE POINT OF BEGINNING; thence (1) North 88° 01' 22" West, 343.45 feet to a point on the Westerly line of said Section 31; thence (2) North 85° 54' 32" West, 450.47 feet; thence (3) South 01° 28' 43" West, 2163.90 feet; thence (4) South 88° 16' 17" East, 380.99 feet; thence (5) South 00° 41' 31" West, 400.00 feet; thence (6) South 88° 16' 17" East, 200.03 feet; thence (7) North 00° 41' 31" East, 400.00 feet; thence (8) South 88° 16' 17" East, 641.99 feet; thence (9) North 70° 11' 33" East, 314.37 feet; thence (10) North 01° 28' 43" East, 1425.30 feet; thence (11) South 88° 01' 22" East, 817.04 feet; thence (12) North 01° 28' 43" East, 600.00 feet; thence (13) North 88° 01' 22" West, 1539.55 feet to the TRUE POINT OF BEGINNING.



THIS LEGAL DESCRIPTION WAS PREPARED BY ME
OR UNDER MY DIRECTION IN CONFORMANCE WITH THE
LAND SURVEYORS ACT ON JUNE 26 19 2692

Peter M. Tkachuk
PETER M. TKACHUK

L. S. 6414