

RESOLUTION NUMBER R- 307342

DATE OF FINAL PASSAGE MAR 21 2012

RESOLUTION AUTHORIZING THE SETTLEMENT OF EMINENT DOMAIN ACTIONS BROUGHT AGAINST THE CITY OF SAN DIEGO BY SAN DIEGO GAS & ELECTRIC, AUTHORIZING THE GRANT OF EASEMENTS TO SAN DIEGO GAS & ELECTRIC, AND AUTHORIZING THE ACCEPTANCE OF THE NEGOTIATED AMOUNT OF JUST COMPENSATION FOR THE EASEMENTS GRANTED.

WHEREAS, on September 14, 2010, San Diego Gas & Electric filed actions in Eminent Domain against the City of San Diego (San Diego Gas & Electric v. City of San Diego, San Diego Superior Case Nos. 37-2010-00100183-CU-EI-CTL, 37-2010-00100184-CU-EI-CTL and 37-2010-00100185-CU-EI-CTL). The actions sought to obtain immediate possession of, and to condemn, specified easement areas crossing upon, over and above portions of City property at the Barrett Lake, El Capitan and San Vicente Reservoirs for the Sunrise Powerlink Utility Corridor; and

WHEREAS, while reserving the City's right to negotiate the exact boundaries of, and terms and condition for, the easements sought, as well as the amount of just compensation for the easement rights sought, City staff agreed to stipulate to San Diego Gas & Electric's right to immediate possession of the proposed easement areas in order to allow San Diego Gas & Electric to proceed with its Sunrise Powerlink project's mandated time schedule; and

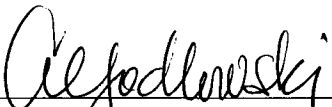
WHEREAS, City Staff and San Diego Gas & Electric have reached proposed settlements of all issues concerning the easement rights needed by San Diego Gas & Electric and the amount of just compensation owed to the City for those easement rights; NOW, THEREFORE,

BE IT RESOLVED, that the City Attorney is authorized to execute settlement documents entitled *Stipulation for Entry of Judgment of Condemnation and Final Order of Condemnation* in each action (San Diego Gas & Electric v. City of San Diego, San Diego Superior Case Nos. 37-2010-00100183-CU-EI-CTL, 37-2010-00100184-CU-EI-CTL and 37-2010-00100185-CU-EI-CTL), which settlement documents set forth the negotiated settlement terms and conditions for the eminent domain actions.

BE IT FURTHER RESOLVED, that the Mayor, or his designee, is authorized to grant to San Diego Gas & Electric specific easement rights which cross upon, over and above portions of City property known as the San Vicente, El Capitan and Barrett Lake Reservoirs, and which are more particularly described in the attached Exhibits A, B and C.

BE IT FURTHER RESOLVED, that the sum of \$1,854,900, which represents the negotiated just compensation owed by San Diego Gas & Electric to the City for the grant of easement rights authorized by this Resolution, shall be deposited into the Capital Outlay Water Fund 400004.

APPROVED: JAN I. GOLDSMITH, City Attorney

By 
Alexis L. Jodlowski
Deputy City Attorney

ALJ:msb
03/07/2012
Or.Dept:READ
R-2012-451
Doc. No.: 333982

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of MAR 20 2012

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk

Approved: 3.21.12
(date)


JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

Exhibit A – San Vicente Reservoir

Recording Requested by
San Diego Gas & Electric Company

When recorded, mail to:

San Diego Gas & Electric Company
8335 Century Park Court, Suite 100
San Diego, CA 92123-1569
Attn: Real Estate Records CP11D

SPACE ABOVE FOR RECORDER'S USE

Project No: Sunrise Powerlink
Construction No: N/A
APN: 326-060-Por. 01,
326-061-Por. 07, 12, 16, 17 & 329-121-Por. 03

Transfer Tax _____
SAN DIEGO GAS & ELECTRIC COMPANY

EASEMENT

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the CITY OF SAN DIEGO, a municipal corporation, (Grantor), grants to SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation (Grantee), a perpetual, exclusive easement and right-of-way (Easement) to excavate for, erect, construct, install, change the size of, improve, modify, reconstruct, relocate, reconfigure, replace, repair, inspect, patrol, test, maintain, operate, use and remove for the transmission and distribution of electricity in connection with Grantee's electric transmission project authorized by the California Public Utilities Commission's (CPUC) Decision Granting a Certificate of Public Convenience and Necessity for the Sunrise Powerlink Transmission Project, issued on December 24, 2008, including any future modifications to the transmission line and for Grantee's telephone, signal and communication purposes ("Project"); (a) oneline of towers, poles, and/or other structures with wires and cables suspended thereon and supported thereby, including foundations, guys, anchorage, crossarms, braces, insulators, grounding wires and all other appliances, fixtures, facilities and appurtenances for use in connection therewith, and (b) underground facilities consisting of, but not limited to, conduits, pads, manholes, handholes, and junction boxes with wires and cables placed therein or thereon together with all other appliances, fixtures, facilities and appurtenances for use in connection therewith (all hereinafter referred to collectively as Grantee's Facilities).

Grantee's Facilities may be placed at such locations and elevations within the Easement as Grantee may now or hereafter deem convenient or necessary at any time and from time to time. Grantee and Grantee's employees, contractors, subcontractors, agents and representatives shall have the right of ingress and egress to, from, along, and within said Easement by any practical route or routes, in, upon, over, above and across the lands described in Exhibit "A" attached hereto and made a part hereof. The approximate current locations of said practical route or routes are depicted on Figure 37 of the Final Project Modification Report (PMR), approved by the CPUC and the U.S. Bureau of Land Management (Regulatory Agencies) on September 22, 2010. Grantee shall also have the right of ingress and egress on and over any additional practical route or routes that are a result of any subsequent modifications

approved by the Regulatory Agencies for the Project. Grantee shall have the right to construct such roads for the exercise of the ingress and egress rights granted herein and to maintain such roads in the manner and to the standards reasonably deemed by Grantee to be adequate for the purposes stated herein. Except in the case of an emergency, once Grantee has established roads for ingress and egress to said Grantee's Facilities, Grantee shall notify Grantor in writing of any additional roads or relocations of roads prior to construction and will obtain Grantor's prior written consent, which consent shall not be unreasonably withheld. Grantor shall have the right to relocate Grantee's established roads for ingress and egress, provided that Grantor shall confirm with Grantee in writing prior to construction, that in Grantee's sole judgment the relocations of Grantee's established roads will be adequate for Grantee's purposes stated herein.

In addition to ingress and egress by practical route or routes, in, upon, over and across the lands described in Exhibit "A", Grantee shall utilize the airspace above and may grade, erect, construct, install, reconstruct, reconfigure, replace, repair, maintain, operate and use, one or more permanent ground platform(s) and/or pad(s) for the landing and take-off of helicopters for the purpose of construction, inspection and maintenance of said Grantee's Facilities. The boundaries of said ground platform(s) and/or pad(s), including those surrounding areas required as buffer, are more particularly described in Parcel 2 of the Exhibit "B", attached hereto and made a part hereof.

The term of this Easement shall begin on the date the Easement is recorded and shall end when the Facilities are no longer used in the performance of Grantee's utility business as described in Section 851 of the California Public Utilities Code ("Section 851"). Within 180 days of termination of the Easement, Grantee shall remove all structures and equipment up to a depth of four (4) feet below surface grade, regrade all pads, roads, and other graded areas to the pre-project ground contours, and revegetate all areas to match the vegetation present immediately around the Easement.

The property in which this Easement is hereby granted is more particularly described in said Exhibit "A" attached hereto and made a part hereof, consisting of two pages.

The centerline and boundaries of the Easement are more particularly described in said Exhibit "B" attached hereto and made a part hereof, consisting of three pages.

To the extent Grantor has jurisdiction to issue permits for Grantee's activities pursuant to this Easement that are not preempted by the jurisdiction of the California Public Utilities Commission, Grantee will comply with Grantor's customary process for review and approval of such permits.

Grantor shall not, without Grantee's prior written consent, erect, place or construct, or permit to be erected, placed or constructed, any improvements or structures, including but not limited to buildings, roads or fences, impound or store fluid or flammable substances, drill or dig any well, or, except as hereinafter provided, plant any trees on this Easement. Grantee shall have the right to remove any improvement, structure, building, road or fence erected, placed or constructed, or fluid or flammable substance impounded or stored, or well drilled or dug, or tree planted, within the Easement, if in Grantee's sole judgment it obstructs or endangers Grantee's Facilities or prevents the exercise of the rights granted herein.

Grantor shall not, without Grantee's prior written consent, increase or decrease the ground surface elevations or allow the ground surface elevations to be increased or decreased in any manner within the Easement, or penetrate the ground or allow the ground to be penetrated in any manner to a depth in excess of 18 inches.

Grantor agrees that no other easement, right of way, or servitude shall be granted or dedicated on, under or over this Easement without the prior written consent of Grantee.

The Grantor agrees to comply, at Grantee's sole expense, with federal and state guidelines and regulations with respect to the curation of any paleontological or archaeological resources found within the easement during Grantee's activities.

Grantee shall have the right to erect, construct, maintain and use gates in all fences which now cross or which may hereafter cross this Easement or said practical routes of ingress and egress, and to install locks in such gates. Grantee agrees to provide Grantor access through any gate Grantee erects associated with this Easement.

Grantee shall have the right to trim, cut and remove trees, brush, foliage, roots and other vegetation from within this Easement and the areas used for ingress and egress whenever in Grantee's sole judgment the same shall be necessary for the safe exercise of the rights herein granted. These rights shall be exercised as is necessary in the sole judgment of Grantee to comply with all laws, rules and regulations, whether federal, state or local, as exist or may in the future exist applicable to and relating to the trimming, cutting and/or removal of trees, brush, foliage, roots and other vegetation, including but not limited to those laws, rules and regulations in the California Public Utilities Code, the California Public Resources Code, or as adopted by, but not limited to, the California Public Utilities Commission, the California Independent System Operator, and the Federal Energy Regulatory Commission. Grantee may further exercise said rights as it deems necessary in its sole judgment for safe operational purposes, and for ingress and egress. Grantee agrees to comply with Federal and State environmental laws with respect to Grantee's activities pursuant to this easement. This right shall not relieve Grantor of any duty to trim, cut and remove trees and brush to prevent danger or hazard to property or persons.

Grantee shall have the right when it deems necessary to trim, top and/or remove and to keep trimmed or topped any and all trees on Grantor's lands adjacent to the herein granted Easement and the areas used for ingress and egress. These rights shall be exercised only as is necessary in the sole judgment of Grantee to comply with all laws, rules and regulations, whether federal, state or local, as exist or may in the future exist applicable to and relating to the trimming, cutting and/or removal of trees, brush, foliage, roots and other vegetation, including but not limited to those laws, rules and regulations in the California Public Utilities Code, the California Public Resources Code, or as adopted by, but not limited to, the California Public Utilities Commission, the California Independent System Operator, and the Federal Energy Regulatory Commission. Grantee shall not be required to trim or top trees in the ordinary course of tree care. Grantee, while exercising its rights under this paragraph, shall notify Grantor at least 48 hours prior to the trimming or removal of trees.

All prospecting for or development of geothermal substances, minerals, oil, gas, petroleum, or other substances on Grantor's abovedescribed lands shall be done from locations outside the boundaries

of this Easement; further, said prospecting or development shall be done in such a manner and by methods that will not penetrate that 500 foot deep zone directly beneath the surface of the ground within this Easement, nor interfere with the exercise of the rights granted herein.

Subject to all above-stated conditions and restrictions, Grantor reserves the right to use the area within the herein granted Easement for agricultural purposes, including but not limited to field preparation, plowing, tilling, cultivating, planting, irrigating, growing and harvesting field and orchard crops and the feeding, pasturing and raising of livestock; provided, however, that Grantor's use for such agricultural purposes shall not, at any time, violate any of the other obligations of Grantor set forth herein or endanger, interfere with, or damage Grantee's Facilities. Grantor expressly agrees that Grantee shall not be liable for damages to, loss or removal of timber, trees, or underwood, orchard trees, orchard crops, agricultural crops, pastures, brush, foliage, or roots resulting from Grantee's exercise of its rights granted herein.

Grantor also reserves the right to construct, install and use, pipelines, communication facilities and roadway(s) across, but not along within the herein granted Easement; provided, however, that said pipelines, communication facilities and roadway(s) shall, where possible, cross said Easement at an angle of not less than 45° from the centerline of said Easement, and provided, that said pipelines, communication facilities and roadway crossings are so located and constructed that their position and use will not interfere with, endanger or damage Grantee's Facilities erected or installed over, along or under the Easement; nor impair or interfere with Grantee's access to and along said Easement, nor shall the location and construction of said pipelines, communication facilities and roadway crossings diminish clearances established by Grantee between the existing ground surface of the Easement and Grantee's Facilities erected or installed thereon, suspended thereover, or placed thereunder, and further provided, that Grantor shall not commence or proceed with the grading, construction or installation of any of the crossing uses unless and until, Grantor shall have first submitted plans for said uses to Grantee, and obtained Grantee's written approval thereof.

Wherein, in this grant of Easement and right-of-way, Grantee's written consent is required, said consent shall be as determined by the sole judgment of Grantee, and may be made only in a written notice specifying the event or matter to which Grantee's consent applies, which is signed by Grantee and delivered to Grantor. The grant of Grantee's written consent to any particular matter, event or circumstance shall not be deemed to be a waiver by Grantee of Grantee's rights hereunder with respect to any other matter, event or circumstance.

Grantor has the right to consent (such consent to not be unreasonably withheld) to any transfer or assignment of this Easement; provided that such consent shall not be required in the event Grantee assigns or transfers this Easement (1) to an entity that controls, is controlled by, or under common control as Grantee; (2) in connection with a merger or consolidation of Grantee or its parent company; (3) in connection with the sale of all, or substantially all, of the stock of Grantee; and (4) in connection with the sale of all, or substantially all, of the assets of Grantee.

The legal description for this Easement was prepared by San Diego Gas & Electric Company pursuant to Section 8730 of the Business and Professions Code, State of California.

This Easement shall be binding upon and inure to the benefit of successors, executors, heirs, administrators and assigns of Grantor and Grantee.

IN WITNESS WHEREOF, Grantor has executed Easement this _____ day of _____, 20__.

CITY OF SAN DIEGO

BY: _____ BY: _____

NAME: _____ NAME: _____

TITLE: _____ TITLE: _____

Drawn LCM/McGuire
Sketch S-333-453, Sheets 3-6
Date 12-14-11
PR No. 11367925

ACKNOWLEDGMENT

State of California
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit B – El Capitan Reservoir

Recording Requested by
San Diego Gas & Electric Company

When recorded, mail to:

San Diego Gas & Electric Company
8335 Century Park Court, Suite 100
San Diego, CA 92123-1569
Attn: Real Estate Records CP11D

SPACE ABOVE FOR RECORDER'S USE

Project No: Sunrise Powerlink
Construction No: N/A
APN: 402-070-Par. 05, 402-080-Par. 01 & 06,
402-150-Par. 02 & 402-221-Par. 04

Transfer Tax _____
SAN DIEGO GAS & ELECTRIC COMPANY

EASEMENT

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the CITY OF SAN DIEGO, a municipal corporation, (Grantor), grants to SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation (Grantee), a perpetual, exclusive easement and right-of-way (Easement) to excavate for, erect, construct, install, change the size of, improve, modify, reconstruct, relocate, reconfigure, replace, repair, inspect, patrol, test, maintain, operate, use and remove for the transmission and distribution of electricity in connection with Grantee's electric transmission project authorized by the California Public Utilities Commission's (CPUC) Decision Granting a Certificate of Public Convenience and Necessity for the Sunrise Powerlink Transmission Project, issued on December 24, 2008, including any future modifications to the transmission line and for Grantee's telephone, signal and communication purposes ("Project"): (a) oneline of towers, poles, and/or other structures with wires and cables suspended thereon and supported thereby, including foundations, guys, anchorage, crossarms, braces, insulators, grounding wires and all other appliances, fixtures, facilities and appurtenances for use in connection therewith, and (b) underground facilities consisting of, but not limited to, conduits, pads, manholes, handholes, and junction boxes with wires and cables placed therein or thereon together with all other appliances, fixtures, facilities and appurtenances for use in connection therewith (all hereinafter referred to collectively as Grantee's Facilities).

Grantee's Facilities may be placed at such locations and elevations within the Easement as Grantee may now or hereafter deem convenient or necessary at any time and from time to time. Grantee and Grantee's employees, contractors, subcontractors, agents and representatives shall have the right of ingress and egress to, from, along, and within said Easement by any practical route or routes, in, upon, over, above and across the lands described in Exhibit "A" attached hereto and made a part hereof. The approximate current locations of said practical route or routes are depicted on Figure 34 of the Final Project Modification Report (PMR), approved by the CPUC and the U.S. Bureau of Land Management (Regulatory Agencies) on September 22, 2010. Grantee shall also have the right of ingress and egress on and over any additional practical route or routes that are a result of any subsequent modifications

approved by the Regulatory Agencies for the Project. Grantee shall have the right to construct such roads for the exercise of the ingress and egress rights granted herein and to maintain such roads in the manner and to the standards reasonably deemed by Grantee to be adequate for the purposes stated herein. Except in the case of an emergency, once Grantee has established roads for ingress and egress to said Grantee's Facilities, Grantee shall notify Grantor in writing of any additional roads or relocations of roads prior to construction and will obtain Grantor's prior written consent, which consent shall not be unreasonably withheld. Grantor shall have the right to relocate Grantee's established roads for ingress and egress, provided that Grantor shall confirm with Grantee in writing prior to construction, that in Grantee's sole judgment the relocations of Grantee's established roads will be adequate for Grantee's purposes stated herein.

In addition to ingress and egress by practical route or routes, in, upon, over and across the lands described in Exhibit "A", Grantee shall utilize the airspace above and may grade, erect, construct, install, reconstruct, reconfigure, replace, repair, maintain, operate and use, one or more permanent ground platform(s) and/or pad(s) for the landing and take-off of helicopters for the purpose of construction, inspection and maintenance of said Grantee's Facilities. The boundaries of said ground platform(s) and/or pad(s), including those surrounding areas required as buffer, are more particularly described in Parcel 2 of the Exhibit "B", attached hereto and made a part hereof.

The term of this Easement shall begin on the date the Easement is recorded and shall end when the Facilities are no longer used in the performance of Grantee's utility business as described in Section 851 of the California Public Utilities Code ("Section 851"). Within 180 days of termination of the Easement, Grantee shall remove all structures and equipment up to a depth of four (4) feet below surface grade, regrade all pads, roads, and other graded areas to the pre-project ground contours, and revegetate all areas to match the vegetation present immediately around the Easement.

The property in which this Easement is hereby granted is more particularly described in said Exhibit "A" attached hereto and made a part hereof, consisting of one page.

The centerline and boundaries of the Easement are more particularly described in said Exhibit "B" attached hereto and made a part hereof, consisting of three pages.

To the extent Grantor has jurisdiction to issue permits for Grantee's activities pursuant to this Easement that are not preempted by the jurisdiction of the California Public Utilities Commission, Grantee will comply with Grantor's customary process for review and approval of such permits.

Grantor shall not, without Grantee's prior written consent, erect, place or construct, or permit to be erected, placed or constructed, any improvements or structures, including but not limited to buildings, roads or fences, impound or store fluid or flammable substances, drill or dig any well, or, except as hereinafter provided, plant any trees on this Easement. Grantee shall have the right to remove any improvement, structure, building, road or fence erected, placed or constructed, or fluid or flammable substance impounded or stored, or well drilled or dug, or tree planted, within the Easement, if in Grantee's sole judgment it obstructs or endangers Grantee's Facilities or prevents the exercise of the rights granted herein.

Grantor shall not, without Grantee's prior written consent, increase or decrease the ground surface elevations or allow the ground surface elevations to be increased or decreased in any manner within the Easement, or penetrate the ground or allow the ground to be penetrated in any manner to a depth in excess of 18 inches.

Grantor agrees that no other easement, right of way, or servitude shall be granted or dedicated on, under or over this Easement without the prior written consent of Grantee.

The Grantor agrees to comply, at Grantee's sole expense, with federal and state guidelines and regulations with respect to the curation of any paleontological or archaeological resources found within the easement during Grantee's activities.

Grantee shall have the right to erect, construct, maintain and use gates in all fences which now cross or which may hereafter cross this Easement or said practical routes of ingress and egress, and to install locks in such gates. Grantee agrees to provide Grantor access through any gate Grantee erects associated with this Easement.

Grantee shall have the right to trim, cut and remove trees, brush, foliage, roots and other vegetation from within this Easement and the areas used for ingress and egress whenever in Grantee's sole judgment the same shall be necessary for the safe exercise of the rights herein granted. These rights shall be exercised as is necessary in the sole judgment of Grantee to comply with all laws, rules and regulations, whether federal, state or local, as exist or may in the future exist applicable to and relating to the trimming, cutting and/or removal of trees, brush, foliage, roots and other vegetation, including but not limited to those laws, rules and regulations in the California Public Utilities Code, the California Public Resources Code, or as adopted by, but not limited to, the California Public Utilities Commission, the California Independent System Operator, and the Federal Energy Regulatory Commission. Grantee may further exercise said rights as it deems necessary in its sole judgment for safe operational purposes, and for ingress and egress. Grantee agrees to comply with Federal and State environmental laws with respect to Grantee's activities pursuant to this easement. This right shall not relieve Grantor of any duty to trim, cut and remove trees and brush to prevent danger or hazard to property or persons.

Grantee shall have the right when it deems necessary to trim, top and/or remove and to keep trimmed or topped any and all trees on Grantor's lands adjacent to the herein granted Easement and the areas used for ingress and egress. These rights shall be exercised only as is necessary in the sole judgment of Grantee to comply with all laws, rules and regulations, whether federal, state or local, as exist or may in the future exist applicable to and relating to the trimming, cutting and/or removal of trees, brush, foliage, roots and other vegetation, including but not limited to those laws, rules and regulations in the California Public Utilities Code, the California Public Resources Code, or as adopted by, but not limited to, the California Public Utilities Commission, the California Independent System Operator, and the Federal Energy Regulatory Commission. Grantee shall not be required to trim or top trees in the ordinary course of tree care. Grantee, while exercising its rights under this paragraph, shall notify Grantor at least 48 hours prior to the trimming or removal of trees.

All prospecting for or development of geothermal substances, minerals, oil, gas, petroleum, or other substances on Grantor's abovedescribed lands shall be done from locations outside the boundaries

of this Easement; further, said prospecting or development shall be done in such a manner and by methods that will not penetrate that 500 foot deep zone directly beneath the surface of the ground within this Easement, nor interfere with the exercise of the rights granted herein.

Subject to all above-stated conditions and restrictions, Grantor reserves the right to use the area within the herein granted Easement for agricultural purposes, including but not limited to field preparation, plowing, tilling, cultivating, planting, irrigating, growing and harvesting field and orchard crops and the feeding, pasturing and raising of livestock; provided, however, that Grantor's use for such agricultural purposes shall not, at any time, violate any of the other obligations of Grantor set forth herein or endanger, interfere with, or damage Grantee's Facilities. Grantor expressly agrees that Grantee shall not be liable for damages to, loss or removal of timber, trees, or underwood, orchard trees, orchard crops, agricultural crops, pastures, brush, foliage, or roots resulting from Grantee's exercise of its rights granted herein.

Grantor also reserves the right to construct, install and use, pipelines, communication facilities and roadway(s) across, but not along within the herein granted Easement; provided, however, that said pipelines, communication facilities and roadway(s) shall, where possible, cross said Easement at an angle of not less than 45° from the centerline of said Easement, and provided, that said pipelines, communication facilities and roadway crossings are so located and constructed that their position and use will not interfere with, endanger or damage Grantee's Facilities erected or installed over, along or under the Easement; nor impair or interfere with Grantee's access to and along said Easement, nor shall the location and construction of said pipelines, communication facilities and roadway crossings diminish clearances established by Grantee between the existing ground surface of the Easement and Grantee's Facilities erected or installed thereon, suspended thereover, or placed thereunder, and further provided, that Grantor shall not commence or proceed with the grading, construction or installation of any of the crossing uses unless and until, Grantor shall have first submitted plans for said uses to Grantee, and obtained Grantee's written approval thereof.

Wherein, in this grant of Easement and right-of-way, Grantee's written consent is required, said consent shall be as determined by the sole judgment of Grantee, and may be made only in a written notice specifying the event or matter to which Grantee's consent applies, which is signed by Grantee and delivered to Grantor. The grant of Grantee's written consent to any particular matter, event or circumstance shall not be deemed to be a waiver by Grantee of Grantee's rights hereunder with respect to any other matter, event or circumstance.

Grantor has the right to consent (such consent to not be unreasonably withheld) to any transfer or assignment of this Easement; provided that such consent shall not be required in the event Grantee assigns or transfers this Easement (1) to an entity that controls, is controlled by, or under common control as Grantee; (2) in connection with a merger or consolidation of Grantee or its parent company; (3) in connection with the sale of all, or substantially all, of the stock of Grantee; and (4) in connection with the sale of all, or substantially all, of the assets of Grantee.

The legal description for this Easement was prepared by San Diego Gas & Electric Company pursuant to Section 8730 of the Business and Professions Code, State of California.

This Easement shall be binding upon and inure to the benefit of successors, executors, heirs, administrators and assigns of Grantor and Grantee.

IN WITNESS WHEREOF, Grantor has executed Easement this _____ day of _____, 20__.

CITY OF SAN DIEGO

BY: _____ BY: _____

NAME: _____ NAME: _____

TITLE: _____ TITLE: _____

Drawn LCM/McGuire
Sketch S-3333-453, Sheets 13-16
Date 12-14-11
PR No. 05724251 & 11367867

ACKNOWLEDGMENT

State of California
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit C – Barrett Lake

Recording Requested by
San Diego Gas & Electric Company

When recorded, mail to:

San Diego Gas & Electric Company
8335 Century Park Court, Suite 100
San Diego, CA 92123-1569
Attn: Real Estate Records CP11D

SPACE ABOVE FOR RECORDER'S USE

Project No: Sunrise Powerlink
Construction No: N/A
APN: 601-010-Par. 01, 601-060-Par. 01,
601-070-Par. 04, 601-120-Par. 01 &
599-160-Par. 02

Transfer Tax _____
SAN DIEGO GAS & ELECTRIC COMPANY

EASEMENT

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the CITY OF SAN DIEGO, a municipal corporation, (Grantor), grants to SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation (Grantee), a perpetual, exclusive easement and right-of-way (Easement) to excavate for, erect, construct, install, change the size of, improve, modify, reconstruct, relocate, reconfigure, replace, repair, inspect, patrol, test, maintain, operate, use and remove for the transmission and distribution of electricity in connection with Grantee's electric transmission project authorized by the California Public Utilities Commission's (CPUC) Decision Granting a Certificate of Public Convenience and Necessity for the Sunrise Powerlink Transmission Project, issued on December 24, 2008, including any future modifications to the transmission line and for Grantee's telephone, signal and communication purposes ("Project"): (a) one line of towers, poles, and/or other structures with wires and cables suspended thereon and supported thereby, including foundations, guys, anchorage, crossarms, braces, insulators, grounding wires and all other appliances, fixtures, facilities and appurtenances for use in connection therewith, and (b) underground facilities consisting of, but not limited to, conduits, pads, manholes, handholes, and junction boxes with wires and cables placed therein or thereon together with all other appliances, fixtures, facilities and appurtenances for use in connection therewith (all hereinafter referred to collectively as Grantee's Facilities).

Grantee's Facilities may be placed at such locations and elevations within the Easement as Grantee may now or hereafter deem convenient or necessary at any time and from time to time. Grantee and Grantee's employees, contractors, subcontractors, agents and representatives shall have the right of ingress and egress to, from, along, and within said Easement by any practical route or routes, in, upon, over, above and across the lands described in Exhibit "A" attached hereto and made a part hereof. The approximate current locations of said practical route or routes are depicted on Figure 25 of the Final Project Modification Report (PMR), approved by the CPUC and the U.S. Bureau of Land Management (Regulatory Agencies) on September 22, 2010. Grantee shall also have the right of ingress and egress on and over any additional practical route or routes that are a result of any subsequent modifications

approved by the Regulatory Agencies for the Project. Grantee shall have the right to construct such roads for the exercise of the ingress and egress rights granted herein and to maintain such roads in the manner and to the standards reasonably deemed by Grantee to be adequate for the purposes stated herein. Except in the case of an emergency, once Grantee has established roads for ingress and egress to said Grantee's Facilities, Grantee shall notify Grantor in writing of any additional roads or relocations of roads prior to construction and will obtain Grantor's prior written consent, which consent shall not be unreasonably withheld. Grantor shall have the right to relocate Grantee's established roads for ingress and egress, provided that Grantor shall confirm with Grantee in writing prior to construction, that in Grantee's sole judgment the relocations of Grantee's established roads will be adequate for Grantee's purposes stated herein.

In addition to ingress and egress by practical route or routes, in, upon, over and across the lands described in Exhibit "A", Grantee shall utilize the airspace above and may grade, erect, construct, install, reconstruct, reconfigure, replace, repair, maintain, operate and use, one or more permanent ground platform(s) and/or pad(s) for the landing and take-off of helicopters for the purpose of construction, inspection and maintenance of said Grantee's Facilities. The boundaries of said ground platform(s) and/or pad(s), including those surrounding areas required as buffer, are more particularly described in Parcel 2 of the Exhibit "B", attached hereto and made a part hereof.

The term of this Easement shall begin on the date the Easement is recorded and shall end when the Facilities are no longer used in the performance of Grantee's utility business as described in Section 851 of the California Public Utilities Code ("Section 851"). Within 180 days of termination of the Easement, Grantee shall remove all structures and equipment up to a depth of four (4) feet below surface grade, regrade all pads, roads, and other graded areas to the pre-project ground contours, and revegetate all areas to match the vegetation present immediately around the Easement.

The property in which this Easement is hereby granted is more particularly described in said Exhibit "A" attached hereto and made a part hereof, consisting of one page.

The centerline and boundaries of the Easement are more particularly described in said Exhibit "B" attached hereto and made a part hereof, consisting of two pages.

To the extent Grantor has jurisdiction to issue permits for Grantee's activities pursuant to this Easement that are not preempted by the jurisdiction of the California Public Utilities Commission, Grantee will comply with Grantor's customary process for review and approval of such permits.

Grantor shall not, without Grantee's prior written consent, erect, place or construct, or permit to be erected, placed or constructed, any improvements or structures, including but not limited to buildings, roads or fences, impound or store fluid or flammable substances, drill or dig any well, or, except as hereinafter provided, plant any trees on this Easement. Grantee shall have the right to remove any improvement, structure, building, road or fence erected, placed or constructed, or fluid or flammable substance impounded or stored, or well drilled or dug, or tree planted, within the Easement, if in Grantee's sole judgment it obstructs or endangers Grantee's Facilities or prevents the exercise of the rights granted herein.

Grantor shall not, without Grantee's prior written consent, increase or decrease the ground surface elevations or allow the ground surface elevations to be increased or decreased in any manner within the Easement, or penetrate the ground or allow the ground to be penetrated in any manner to a depth in excess of 18 inches.

Grantor agrees that no other easement, right of way, or servitude shall be granted or dedicated on, under or over this Easement without the prior written consent of Grantee.

The Grantor agrees to comply, at Grantee's sole expense, with federal and state guidelines and regulations with respect to the curation of any paleontological or archaeological resources found within the easement during Grantee's activities.

Grantee shall have the right to erect, construct, maintain and use gates in all fences which now cross or which may hereafter cross this Easement or said practical routes of ingress and egress, and to install locks in such gates. Grantee agrees to provide Grantor access through any gate Grantee erects associated with this Easement.

Grantee shall have the right to trim, cut and remove trees, brush, foliage, roots and other vegetation from within this Easement and the areas used for ingress and egress whenever in Grantee's sole judgment the same shall be necessary for the safe exercise of the rights herein granted. These rights shall be exercised as is necessary in the sole judgment of Grantee to comply with all laws, rules and regulations, whether federal, state or local, as exist or may in the future exist applicable to and relating to the trimming, cutting and/or removal of trees, brush, foliage, roots and other vegetation, including but not limited to those laws, rules and regulations in the California Public Utilities Code, the California Public Resources Code, or as adopted by, but not limited to, the California Public Utilities Commission, the California Independent System Operator; and the Federal Energy Regulatory Commission. Grantee may further exercise said rights as it deems necessary in its sole judgment for safe operational purposes, and for ingress and egress. Grantee agrees to comply with Federal and State environmental laws with respect to Grantee's activities pursuant to this easement. This right shall not relieve Grantor of any duty to trim, cut and remove trees and brush to prevent danger or hazard to property or persons.

Grantee shall have the right when it deems necessary to trim, top and/or remove and to keep trimmed or topped any and all trees on Grantor's lands adjacent to the herein granted Easement and the areas used for ingress and egress. These rights shall be exercised only as is necessary in the sole judgment of Grantee to comply with all laws, rules and regulations, whether federal, state or local, as exist or may in the future exist applicable to and relating to the trimming, cutting and/or removal of trees, brush, foliage, roots and other vegetation, including but not limited to those laws, rules and regulations in the California Public Utilities Code, the California Public Resources Code, or as adopted by, but not limited to, the California Public Utilities Commission, the California Independent System Operator, and the Federal Energy Regulatory Commission. Grantee shall not be required to trim or top trees in the ordinary course of tree care. Grantee, while exercising its rights under this paragraph, shall notify Grantor at least 48 hours prior to the trimming or removal of trees.

All prospecting for or development of geothermal substances, minerals, oil, gas, petroleum, or other substances on Grantor's abovedescribed lands shall be done from locations outside the boundaries

of this Easement; further, said prospecting or development shall be done in such a manner and by methods that will not penetrate that 500 foot deep zone directly beneath the surface of the ground within this Easement, nor interfere with the exercise of the rights granted herein.

Subject to all above-stated conditions and restrictions, Grantor reserves the right to use the area within the herein granted Easement for agricultural purposes, including but not limited to field preparation, plowing, tilling, cultivating, planting, irrigating, growing and harvesting field and orchard crops and the feeding, pasturing and raising of livestock; provided, however, that Grantor's use for such agricultural purposes shall not, at any time, violate any of the other obligations of Grantor set forth herein or endanger, interfere with, or damage Grantee's Facilities. Grantor expressly agrees that Grantee shall not be liable for damages to, loss or removal of timber, trees, or underwood, orchard trees, orchard crops, agricultural crops, pastures, brush, foliage, or roots resulting from Grantee's exercise of its rights granted herein.

Grantor also reserves the right to construct, install and use, pipelines, communication facilities and roadway(s) across, but not along within the herein granted Easement; provided, however, that said pipelines, communication facilities and roadway(s) shall, where possible, cross said Easement at an angle of not less than 45° from the centerline of said Easement, and provided, that said pipelines, communication facilities and roadway crossings are so located and constructed that their position and use will not interfere with, endanger or damage Grantee's Facilities erected or installed over, along or under the Easement; nor impair or interfere with Grantee's access to and along said Easement, nor shall the location and construction of said pipelines, communication facilities and roadway crossings diminish clearances established by Grantee between the existing ground surface of the Easement and Grantee's Facilities erected or installed thereon, suspended thereover, or placed thereunder, and further provided, that Grantor shall not commence or proceed with the grading, construction or installation of any of the crossing uses unless and until, Grantor shall have first submitted plans for said uses to Grantee, and obtained Grantee's written approval thereof.

Wherein, in this grant of Easement and right-of-way, Grantee's written consent is required, said consent shall be as determined by the sole judgment of Grantee, and may be made only in a written notice specifying the event or matter to which Grantee's consent applies, which is signed by Grantee and delivered to Grantor. The grant of Grantee's written consent to any particular matter, event or circumstance shall not be deemed to be a waiver by Grantee of Grantee's rights hereunder with respect to any other matter, event or circumstance.

Grantor has the right to consent (such consent to not be unreasonably withheld) to any transfer or assignment of this Easement; provided that such consent shall not be required in the event Grantee assigns or transfers this Easement (1) to an entity that controls, is controlled by, or under common control as Grantee; (2) in connection with a merger or consolidation of Grantee or its parent company; (3) in connection with the sale of all, or substantially all, of the stock of Grantee; and (4) in connection with the sale of all, or substantially all, of the assets of Grantee.

The legal description for this Easement was prepared by San Diego Gas & Electric Company pursuant to Section 8730 of the Business and Professions Code, State of California.

This Easement shall be binding upon and inure to the benefit of successors, executors, heirs, administrators and assigns of Grantor and Grantee.

IN WITNESS WHEREOF, Grantor has executed Easement this _____ day of _____, 20__.

CITY OF SAN DIEGO

BY: _____ BY: _____

NAME: _____ NAME: _____

TITLE: _____ TITLE: _____

Drawn LCM/McGuire
Sketch S-333-453, Sheets 29-34
Date 12-14-11
PR No. 11366980

ACKNOWLEDGMENT

State of California
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Recording Requested by
San Diego Gas & Electric Company

When recorded, mail to:

San Diego Gas & Electric Company
8335 Century Park Court, Suite 100
San Diego, CA 92123-1569
Attn: Real Estate Records CP11D

SPACE ABOVE FOR RECORDER'S USE

Project No: Sunrise Powerlink
Construction No: N/A
APN: 602-080-Par. 01

Transfer Tax _____
SAN DIEGO GAS & ELECTRIC COMPANY

AERIAL EASEMENT

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, CITY OF SAN DIEGO, a municipal corporation (Grantor), grants to SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation (Grantee), a perpetual, exclusive easement and right-of-way (Easement) to erect, construct, install, change the size of, improve, modify, reconstruct, relocate, reconfigure, replace, repair, inspect, patrol, test, maintain, operate, use and remove suspended wires for the transmission and distribution of electricity in connection with Grantee's electric transmission project authorized by the California Public Utilities Commission's Decision Granting a Certificate of Public Convenience and Necessity for the Sunrise Powerlink Transmission Project, issued on December 24, 2008, including any future modifications to the transmission line and for Grantee's telephone, signal and communication purposes ("Project").

Grantee shall have the right to utilize the airspace above Grantor's property described in said Exhibit "A" by and with helicopters for the construction, operation, maintenance and inspection of Grantee's facilities.

The property in which this Easement is hereby granted is more particularly described in Exhibit "A" attached hereto and made a part hereof, consisting of one page.

The boundaries of the Easement are more particularly described in Exhibit "B", attached hereto and made a part hereof, consisting of two pages.

Neither Grantee nor Grantor shall, without the other's prior written consent, erect, place or construct, or permit to be erected, placed or constructed, any improvements or structures, including but not limited to buildings, roads or fences, impound or store fluid or flammable substances, drill or dig any well, or, except as hereinafter provided, plant any trees on this Easement. Grantor shall have the right to remove any improvement, structure, building, road or fence erected, placed or constructed, or fluid or flammable substance impounded or stored, or well drilled or dug, or tree planted, within the Easement, if

in Grantor's reasonable judgment it obstructs or endangers Grantor's Facilities or prevents the exercise of the rights granted herein. Notwithstanding the foregoing, Grantee shall not be required to obtain Grantor's consent to erect, place or construct, or permit to be erected, placed or constructed, any equipment related to the purpose of Grantee's exclusive aerial easement nor shall Grantor have the right to remove any such equipment.

Neither Grantee nor Grantor shall, without the other party's prior written consent, permanently increase or decrease the ground surface elevations or allow the ground surface elevations to be increased or decreased in any manner within the Easement. Other than the rights granted in this easement, nothing herein is intended to limit Grantor's right to construct, relocate, expand or protect its facilities.

Grantor agrees that no other easement, right-of-way, servitude, lease or other third party right of use or occupancy shall be granted or dedicated that interferes in any way with Grantee's Easement, as reasonably determined by Grantee, without Grantee's pre-written consent.

The Grantor agrees to comply, at Grantee's sole expense, with federal and state guidelines and regulations with respect to the curation of any paleontological or archaeological resources found within the easement during Grantee's activities.

Grantee shall have the right to trim, cut and remove trees, brush, foliage, roots and other vegetation from within this Easement whenever in Grantee's sole judgment the same shall be necessary for the safe exercise of the rights herein granted. These rights shall be exercised as is necessary in the sole judgment of Grantee to comply with all laws, rules and regulations, whether federal, state or local, as exist or may in the future exist applicable to and relating to the trimming, cutting and/or removal of trees, brush, foliage, roots and other vegetation, including but not limited to those laws, rules and regulations in the California Public Utilities Code, the California Public Resources Code, County or City ordinances or codes, or as adopted by, but not limited to, the California Public Utilities Commission, the California Independent System Operator, and the Federal Energy Regulatory Commission. Grantee may further exercise said rights as it deems necessary in its sole judgment for safe operational purposes. Grantee agrees to comply with Federal and State environmental laws with respect to Grantee's activities pursuant to this easement. This right shall not relieve Grantor of any duty to trim, cut and remove trees and brush to prevent danger or hazard to property or persons.

Wherein, in this grant of an Aerial Easement and right-of-way, Grantee's written consent is required, said consent shall be as determined by the sole judgment of Grantee, and may be made only in a written notice specifying the event or matter to which Grantee's consent applies, which is signed by Grantee and delivered to Grantor. The grant of Grantee's written consent to any particular matter, event or circumstance shall not be deemed to be a waiver by Grantee of Grantee's rights hereunder with respect to any other matter, event or circumstance.

The legal description for this easement was prepared by San Diego Gas & Electric Company pursuant to Section 8730 of the Business and Professions Code, State of California.

This Easement shall be binding upon and inure to the benefit of successors, executors, heirs, administrators and assigns of Grantor and Grantee.

IN WITNESS WHEREOF, Grantor has executed Easement this _____ day of _____, 20__.

CITY OF SAN DIEGO

BY: _____ BY: _____

NAME: _____ NAME: _____

TITLE: _____ TITLE: _____

Drawn. LCM
Sketch S-3333-453, Sheets 37-42
Date 05/11/2010
PR No. 11375449

ACKNOWLEDGMENT

State of California
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

MAR 20 2012

Passed by the Council of The City of San Diego on _____, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Sherri Lightner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Faulconer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Todd Gloria	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Anthony Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carl DeMaio	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lorie Zapf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marti Emerald	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Alvarez	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

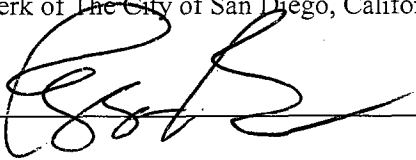
Date of final passage **MAR 21 2012**

AUTHENTICATED BY:

(Seal)

JERRY SANDERS
Mayor of The City of San Diego, California.

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

By , Deputy

Office of the City Clerk, San Diego, California
Resolution Number R- 307342