



THE CITY OF SAN DIEGO  
**REPORT TO THE CITY COUNCIL**

**DATE ISSUED:** April 15, 2011

**REPORT NO:** 11-062

**ATTENTION:** Land Use and Housing Committee Chairman and Committee Members  
Agenda of April 27, 2011

**SUBJECT:** Grant of Easements to San Diego Gas & Electric

**REQUESTED ACTION:**

Authorize the Mayor or his designee to execute ten (10) Easement Deeds in favor of San Diego Gas & Electric.

**STAFF RECOMMENDATION:**

Authorize the requested action.

**BACKGROUND:**

San Diego Gas & Electric Company has requested ten (10) electric easement deeds for underground electric services, overhead electric services, a utility pole anchor, and a vault room facility in council districts 2, 4, 6, 7 and Unincorporated San Diego County.

A. A 244 square foot (4.61' x 52.92') area adjacent to an existing underground power box at the intersection of Palm Avenue and Firethorn Street, in the Palm City community. A processing fee of \$1,590 will be charged for the easement.

B. An existing 28,950 square foot (30' x 965') area consisting of two towers originally installed in 1953, with lines crossing the San Diego River west of the West Mission Bay Drive bridge, in Mission Bay Park, whose original lease has expired. An amount of \$ 44,200, will be charged for the easement.

C. A 26,884 square foot (12' x 2,240') area, relocated 10 feet south of the original line to accommodate the Lake Murray Trunk Sewer Project, in the San Carlos community.

D. A 92 square foot (4' x 23') area to provide a utility pole anchor for upgraded service being provided to the area between the Del Dios Highway and Lake Hodges, in th Del Dios community. An amount of \$ 2,600 will be charged for the easement.

E. A 10,020 square foot (12' x 835') area for a realignment of poles destroyed in the 2007 fires, to restore power on City property in the Dulzura community.

F. A 2.81 acre (184' x 797') area, being a portion of an existing 200' wide easement originally granted by the federal government in the East Elliott community, which has expired. An amount of \$ 1,000 will be charged for the easement.

G. A 87 square foot (6' x 14.5') area to allow access to a new meter pedestal in the Carmel Valley community. A processing fee of \$1,590 will be charged for the easement.

H. A 1.81 acre (120' x 658') area consisting of two towers originally installed in 1954, crossing the San Diego River west of the Morena Boulevard bridge, in the Linda Vista community. The original easement was granted by the federal government, which has expired. An amount of \$ 181,925 will be charged for the easement.

I. A vault room required to provide all transmission and distribution of electricity necessary for the operation of the new main library.

J. A 3,223 square foot area to provide power to a new ground water supply well, which in turn will transport groundwater to the El Capitan Raw Water Pipeline.

**FISCAL CONSIDERATIONS:**

Funds in the amount of \$232,905 will be paid by SDG&E to cover processing fees and the market value of easement rights.

**PREVIOUS COUNCIL and/or COMMITTEE ACTION:** None

**COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:** N/A

**KEY STAKEHOLDERS AND PROJECTED IMPACTS:**

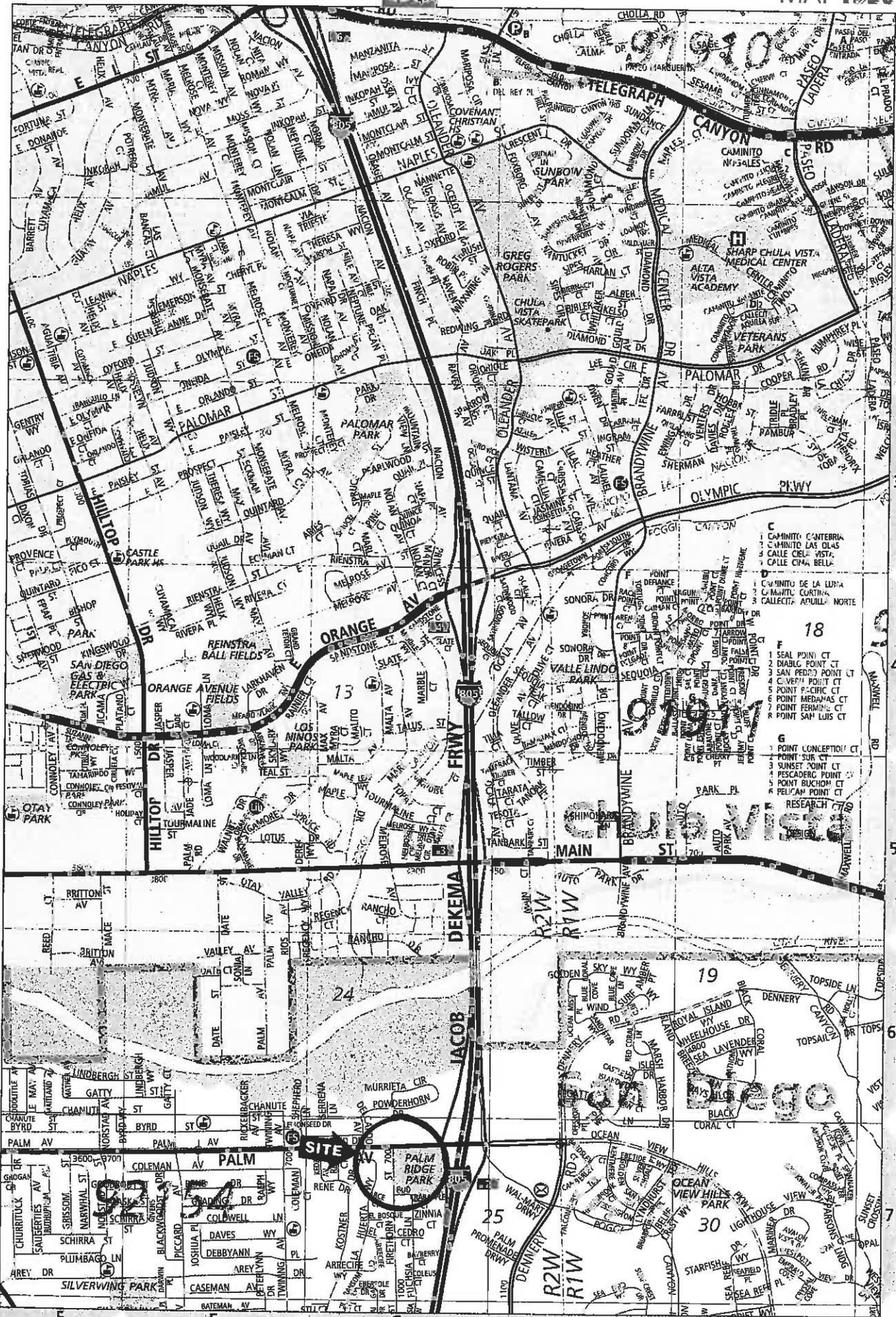
The granting of these easements will allow for continued electrical service by SDG&E to the individual communities.



James F. Barwick, Director  
Real Estate Assets Department



Jay M. Goldstone  
Chief Operating Officer



SEE 1331 MAP



RAND McNALLY

Copy

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  
Attn: Real Estate Transactions CP11D

SPACE ABOVE FOR RECORDER'S USE

Project No.: 957057-010

Transfer Tax: \_\_\_\_\_

Const. No.: 2926150

SAN DIEGO GAS & ELECTRIC COMPANY

APN No.: 631-271-01

Sketch No.: C-5054

EASEMENT

THE CITY OF SAN DIEGO, a Municipal Corporation (Grantor), for valuable consideration grants to SAN DIEGO GAS & ELECTRIC COMPANY, a corporation (Grantee), an easement and right of way in, upon, over, under and across the lands hereinafter described in Parcel 1, to erect, construct, modify, improve, reconstruct, relocate, repair, maintain and use facilities consisting of:

1. Underground facilities and appurtenances for the transmission and distribution of electricity and related electrical purposes.

Grantee is further granted (i) the right of ingress and egress by a practical route or routes to, from, and along said easement in, upon, over, and across all that portion of the lands described in Parcel 1 below that Grantor owns on the date of this instrument, and (ii) the right to install the above described facilities at such locations and elevations as Grantee may now or hereafter deem convenient or necessary upon, along, over, through, under, and within said easement described in Parcel 2 below.

The property in which this easement and right of way is granted is located in the County of San Diego, State of California, and described as follows:

Parcel 1: Lot 1 of Palm Ridge Unit No.1, according to Map thereof No. 8760, filed in the Office of the County Recorder of said County of San Diego.

The easement in the aforesaid lands shall be more particularly described as follows:

Parcel 2: Those certain strips of land described in the Exhibit "A", consisting of one (1) sheet, and shown and delineated on the Exhibit "B", consisting of two (2) sheets, each attached hereto and made a part hereof.

Grantor further grants to Grantee the right, from time to time, to erect and maintain on Grantor's property described in Parcel 1, all emergency equipment traffic barriers and minor earth retaining structures as may be necessary in Grantee's sole discretion for the proper maintenance and protection of the facilities then in place. Grantee shall, however, not erect or maintain any non-emergency equipment traffic barriers and minor earth retaining structures unless and until Grantor has provided its prior written consent thereto, which consent shall be given by approval of the City Mayor or his designee and which consent shall not be unreasonably withheld.

Grantor shall not erect, place, or construct nor permit to be erected, placed or constructed any building or other structure, plant any tree, drill or dig any well within this easement, without prior written consent of Grantee, which consent shall not unreasonably be withheld.

Grantor shall not increase or decrease the ground surface elevations within this easement after installation of Grantee's facilities without prior written consent of Grantee, which consent shall not unreasonably be withheld.

Notwithstanding the foregoing, subject to the review and written approval of improvement plans by Grantee for the adequate protection of Grantee's facilities in accordance with pertinent General Orders of the Public Utilities Commission of the State of California, Grantor retains the right to construct, reconstruct, and maintain aboveground structures, including but not limited to, fences, sidewalks, curbs, gutters, streets, or other improvements that require excavation and grading between ground surface and a maximum depth of 18 inches within said easement.

Grantee shall have all rights and powers, but is not hereby obligated, to (i) keep said easement free and clear from explosives, buildings, structures, and other materials and (ii) trim or remove trees and brush along or adjacent to this easement and remove roots from within this easement whenever Grantee deems it necessary. Said right shall not relieve Grantor of any obligation it may have under applicable laws as owner to trim or remove trees and brush to prevent danger or hazard to property or persons.

**CONDUITS CARRY HIGH VOLTAGE ELECTRICAL CONDUCTORS. THEREFORE, GRANTOR SHALL NOT MAKE OR ALLOW ANY EXCAVATION OR FILL TO BE MADE WITHIN THIS EASEMENT WITHOUT FIRST NOTIFYING SAN DIEGO GAS & ELECTRIC COMPANY AND OBTAINING PERMISSION.**

In the event Grantee, in its sole discretion, determines that this easement is no longer required for the conduct of its business, Grantee shall (i) furnish Grantor upon demand a good and sufficient Quitclaim Deed, of all Grantee's right, title, and interest in and to this easement, and (ii) remove, without cost to Grantor, any facilities which were installed by Grantee at its expense; provided, however, Grantee shall not be obligated to remove any underground conduits or substructures. Notwithstanding the foregoing, in the event of non-use or abandonment of Grantee's facilities for a period of one year, Grantor retains the right to terminate this easement, and, upon written request, Grantee shall provide a Quitclaim Deed, as described above in subparagraph (i).

This easement and any covenants, conditions, and restrictions, contained herein shall run with the land and be binding upon and inure to the benefit of the successors, heirs, executors, administrators, permittees, licensees, agents, and assigns of Grantor and Grantee.

Grantor has executed this easement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CITY OF SAN DIEGO,  
a Municipal Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Drawn:  
Checked:  
Date:

*J. Jimenez*  
*[Signature]*  
02/26/10

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_ )SS.

On \_\_\_\_\_, before me \_\_\_\_\_  
\_\_\_\_\_ (name, title of officer), 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 \_\_\_\_\_



PALM AVE.

(TIE LINE ONLY)  
S61°39'34"E  
114.58'

SEE DETAIL  
ON SHT. 2

CL INTERSECTION OF PALM  
AVE. & FIRETHORN ST.

631  
27

SHT 1 OF 3

# PALM RIDGE UNIT NO. 1 MAP NO. 8760

LOT-1

## LEGEND

▲ INDICATES FOUND STANDARD "M-10" STREET  
SURVEY MONUMENT WITH BRASS DISC PER  
MAP NO. 8760.

▨ INDICATES PROPOSED SDG&E EASEMENT AREA  
AREA = 244 SQ. FT.  
= 0.006 AC.



N00°04'10"W 682.82'(Rec) 682.74'(Meas)  
FIRETHORN ST. BASIS OF BEARINGS PER MAP 8760

2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13

FUCHSIA LN.

N  
HWY 805

P.D.C. FILE: 3976-03.DWG  
SDG&E JOB: R090677/S100052

SHT 1 OF 2

REF: MAP 8760  
P.M. 12833

**SAN DIEGO GAS & ELECTRIC**  
SAN DIEGO, CALIFORNIA

**C152: 2010 ERI SCADA  
INITIATIVE - SECT**  
PALM AVE & EAST OF GRISSOM ST  
ON PALM AVE SAN DIEGO, CA

ORIGINATOR:  
GEORGE BONNER

SURVEYED BY:  
PDC/DLL

DRAWN BY:  
PDC/CRM

DATE:  
2-7-2010

SCALE:  
1"=100'

OK TO INSTALL:

R/W OK:

DATE:

THOS. BROS.  
1330-G7

PROJECT NO.

957057-010

CONST. NO.

2926150

DRAWING NO.

**C-5054**

NO.	SUPPLEMENTS	DATE:	BY	APP'D
1	REVISED EASEMENT AREA.	2/16/10	SWV	PCG
	EXHIBIT "B"			

**PALM AVE.**

S61°39'34"E 114.58'  
(TIE LINE ONLY)

D136553  
RFS

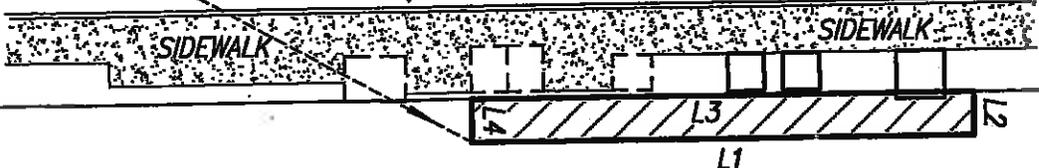
H114470

D136320

NEW 3421 PAD

NEW 3409 PAD

NEW 3419 BOX PAD



631  
27

SHT 1 OF 3

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°18'23"E	52.92'
L2	N00°41'37"W	4.61'
L3	S89°18'23"W	52.92'
L4	S00°41'37"E	4.61'

**FIRETHORN ST.**

**PALM RIDGE  
UNIT NO. 1  
MAP NO. 8760**

LOT-1

P.D.C. FILE: 3976-03.DWG  
SDG&E JOB: R090677/S100052

SHT 2 OF 2

<b>SAN DIEGO GAS &amp; ELECTRIC</b> SAN DIEGO, CALIFORNIA		ORIGINATOR: GEORGE BONNER	OK TO INSTALL:	PROJECT NO. 957057-010
C152: 2010 ERI SCADA INITIATIVE - SECT PALM AVE & EAST OF GRISSOM ST ON PALM AVE SAN DIEGO, CA		SURVEYED BY: PDC/DLL	R/W OK:	CONST. NO. 2926150
		DRAWN BY: PDC/CRM	DATE:	DRAWING NO. <b>C-5054</b>
		DATE: 2-7-2010	THOS. BROS. 1330-G7	
		SCALE: 1"=20'		
NO.	SUPPLEMENTS	DATE:	BY	APP'D
1	REVISED EASEMENT AREA.	2/16/10	SWV	PCG
	EXHIBIT "B"			

SAN DIEGO CO.

6



SEE 1267 MAP

RAND McNALLY

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:  
Const. No:  
APN: 435-480-17  
Sketch No: S-3333-463

Transfer Tax \_\_\_\_  
SAN DIEGO GAS & ELECTRIC COMPANY

### EASEMENT

For good and valuable consideration, receipt of which is hereby acknowledged, THE CITY OF SAN DIEGO, a Municipal Corporation (Grantor), grants to SAN DIEGO GAS & ELECTRIC COMPANY, a corporation (Grantee), an easement and right-of-way (Easement) to erect, construct, change the size of, improve, reconstruct, relocate, replace, repair, inspect, patrol, maintain and use one or more lines of towers and/or poles, with wires and cables suspended thereon and supported thereby, including foundations, guys, anchorage, crossarms, braces, insulators, grounding wires and all other appliances, fixtures and appurtenances for use in connection therewith for the transmission and distribution of electricity and for Grantee's telephone, signal and communication purposes, together with their necessary fixtures and appurtenances (all hereinafter referred to as Grantee's Facilities), at such locations and elevations as Grantee may now or hereafter deem convenient or necessary at any time and from time to time, together with the right of ingress and egress to, from, along, and within said Easement by a practical route or routes in, upon, over and across the hereinafter described lands, together with the right to clear and keep clear said Easement from structures, including but not limited to buildings, explosives, brush, combustibles and materials, and to construct and maintain roads as are necessary and appropriate hereto.

The property in which Easement is hereby granted is more particularly described in Exhibit "A" attached hereto and made a part hereof.

The Easement is more particularly described in Exhibit "B", and shown and delineated in Exhibit "C" attached hereto and made a part hereof.

Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed, any structures, including but not limited to buildings and fences, impound or store fluid or flammable substances, drill or dig any well, nor, except as hereinafter provided, plant any trees on this Easement without Grantee's prior written consent.

Grantor shall not increase or decrease the ground surface elevations nor allow the ground surface elevations to be increased or decreased in any manner within the Easement, nor shall the ground be penetrated in any manner to a depth in excess of 18 inches without the prior written consent of the Grantee.

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

Grantee shall have the right to erect, 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.

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 judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted. 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 or top and to keep trimmed or topped any and all trees on Grantor's lands adjacent to the herein granted Easement whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted. Grantee shall not be required to trim or top trees in the ordinary course of tree care.

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 Grantee's right of ingress and egress, operation, maintenance and repair of Grantee's Facilities located within this Easement.

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, in any time, endanger, interfere with, or damage Grantee's Facilities. Grantor expressly agrees that Grantee shall not be liable for damages to, loss or removal of orchard trees, orchard crops or pastures resulting from Grantee's exercise of its right granted herein.

Wherein, in this grant of Easement and right-of-way, Grantee's written consent is required, said consent shall not be unreasonably withheld.

The right to transfer and assign this Easement in whole or in part is hereby granted to Grantee.

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 \_\_\_\_\_, 2010.

THE CITY OF SAN DIEGO, a Municipal Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Drawn: LJimenez  
Checked: \_\_\_\_\_  
Date: 08/23/10

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_ )SS.

On \_\_\_\_\_, before me \_\_\_\_\_  
\_\_\_\_\_ (name, title of officer), 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 \_\_\_\_\_

EXHIBIT "A"

That portion of Pueblo Lot 217 of Pueblo Lands of San Diego, in the County of San Diego, State of California, according to Map thereof made by James Pascoe in 1870, a copy of which was filed in the office of the County Recorder of San Diego County, November 14, 1921, and is known as Miscellaneous Map No. 36.

EXHIBIT "B"

LEGAL DESCRIPTION

THAT PORTION OF PUEBLO LOT 217 OF PUEBLO LANDS OF SAN DIEGO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870, A COPY OF WHICH WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 14, 1921, AND IS KNOWN AS MISCELLANEOUS MAP NO. 36, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1 INCH IRON PIPE WITH TAG STAMPED "DIV OF HWYS" AS SHOWN ON RECORD OF SURVEY MAP NO. 16891, FILED IN THE OFFICE OF SAID COUNTY RECORDER, FEBRUARY 28, 2001, SAID MONUMENT MARKS AN ANGLE POINT IN THE SOUTHERLY LINE OF SAID RECORD OF SURVEY AND BEARS NORTH 84°51'10" EAST 475.67 FEET FROM A FOUND 1 INCH IRON PIPE WITH TAG STAMPED "DIV OF HWYS" AS SHOWN ON SAID RECORD OF SURVEY, SAID MONUMENT MARKS AN ANGLE POINT IN SAID SOUTHERLY LINE; THENCE NORTH 02°10'01" EAST 38.42 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 82°16'24" EAST 30.00 FEET; THENCE NORTH 07°43'36" WEST 965.02 FEET; THENCE SOUTH 82°23'00" WEST 29.97 FEET; THENCE NORTH 07°37'00" WEST 44.00 FEET; THENCE NORTH 82°23'00" EAST 90.00 FEET; THENCE SOUTH 07°37'00" EAST 44.00 FEET; THENCE SOUTH 82°23'00" WEST 30.03 FEET; THENCE SOUTH 07°43'36" EAST 964.96 FEET; THENCE NORTH 82°16'24" EAST 30.00 FEET; THENCE SOUTH 07°43'36" EAST 44.00 FEET; THENCE SOUTH 82°16'24" WEST 90.00 FEET; THENCE NORTH 07°43'36" WEST 44.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.846 ACRE MORE OR LESS.

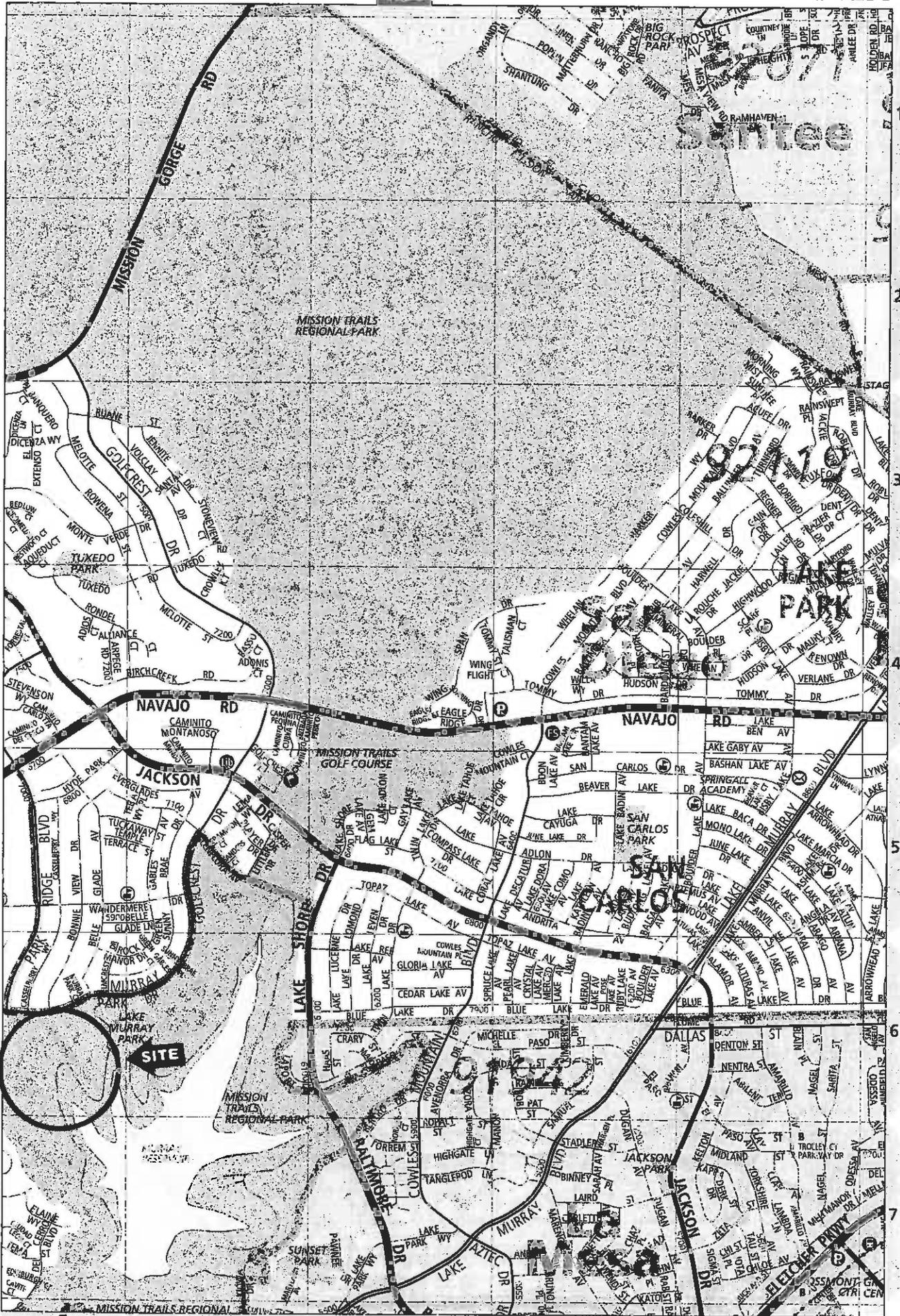


*Peter C. Golding* 7-12-10

PETER C. GOLDING  
PLS 4768

DATE





SEE 1251 MAP

RAND McNALLY



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  
Attn: Real Estate Transactions CP11D

SPACE ABOVE FOR RECORDER'S USE

Project No.: 961185-040

Transfer Tax:

Const. No.: 2939590

SAN DIEGO GAS & ELECTRIC COMPANY

APN No.: 674-010-05

EASEMENT

THE CITY OF SAN DIEGO, a California Corporation (Grantor), for valuable consideration grants to SAN DIEGO GAS & ELECTRIC COMPANY, a corporation (Grantee), an easement and right of way in, upon, over, under and across the lands hereinafter described in Parcel 2, to erect, construct, modify, improve, reconstruct, relocate, repair, maintain and use facilities consisting of:

1. Poles, wires, cables, and appurtenances for the transmission and distribution of electricity and related electrical purposes.

Grantee is further granted (i) the right of ingress and egress by a practical route or routes to, from, and along said easement in, upon, over, and across all that portion of the lands described in Parcel 1 below that Grantor owns on the date of this instrument, and (ii) the right to install the above described facilities at such locations and elevations as Grantee may now or hereafter deem convenient or necessary upon, along, over, through, under, and within said easement described in Parcel 2 below.

The property in which this easement and right of way is granted is located in the County of San Diego, State of California, and described as follows:

Parcel 1: That portion of Lot 67 of Rancho Mission of San Diego, according to Partition Map thereof filed in the Office of the County Clerk of San Diego County, in action No. 348 in Superior Court of said San Diego County entitled "Juan M. Luco, et al, vs. The Commercial Bank of San Diego, et al", more particularly described in a Deed recorded October 26, 1971 at Recorder's File/Page No. 246471 of Official Records of said County of San Diego.

Parcel 2: The easement in the aforesaid land is more particularly described in the Exhibit "A", consisting of one (1) page, attached hereto and made a part hereof.

Grantor further grants to Grantee the right, from time to time, to erect and maintain on Grantor's property described in Parcel 1, all emergency anchorages, equipment traffic barriers, and minor earth

retaining structures as may be necessary in Grantee's sole discretion for the proper maintenance and protection of the facilities then in place. Grantee shall, however, not erect or maintain any non-emergency anchorages, equipment traffic barriers, and minor earth retaining structures unless and until Grantor has provided its prior written consent thereto, which consent shall be given by approval of the City Mayor or his designee and which consent shall not be unreasonably withheld.

Grantor shall not erect, place, or construct nor permit to be erected, placed or constructed any building or other structure, plant any tree, drill or dig any well within this easement, without prior written consent of Grantee, which consent shall not unreasonably be withheld.

Grantor shall not increase or decrease the ground surface elevations within this easement after installation of Grantee's facilities without prior written consent of Grantee, which consent shall not unreasonably be withheld.

Notwithstanding the foregoing, subject to the review and written approval of improvement plans by Grantee for the adequate protection of Grantee's facilities in accordance with pertinent General Orders of the Public Utilities Commission of the State of California, Grantor retains the right to construct, reconstruct, and maintain aboveground structures, including but not limited to, fences, sidewalks, curbs, gutters, streets, or other improvements that require excavation and grading between ground surface and a maximum depth of 18 inches within said easement.

Grantee shall have all rights and powers, but is not hereby obligated, to (i) keep said easement free and clear from explosives, buildings, structures, and other materials and (ii) trim or remove trees and brush along or adjacent to this easement and remove roots from within this easement whenever Grantee deems it necessary. Said right shall not relieve Grantor of any obligation it may have under applicable laws as owner to trim or remove trees and brush to prevent danger or hazard to property or persons.

**GRANTOR SHALL NOT MAKE OR ALLOW ANY EXCAVATION OR FILL TO BE MADE WITHIN THIS EASEMENT WITHOUT FIRST NOTIFYING SAN DIEGO GAS & ELECTRIC COMPANY AND OBTAINING PERMISSION.**

In the event Grantee, in its sole discretion, determines that this easement is no longer required for the conduct of its business, Grantee shall (i) furnish Grantor upon demand a good and sufficient Quitclaim Deed, of all Grantee's right, title, and interest in and to this easement, and (ii) remove, without cost to Grantor, any facilities which were installed by Grantee at its expense; provided, however, Grantee shall not be obligated to remove any underground conduits or substructures. Notwithstanding the foregoing, in the event of non-use or abandonment of Grantee's facilities for a period of one year, Grantor retains the right to terminate this easement, and, upon written request, Grantee shall provide a Quitclaim Deed, as described above in subparagraph (i).

This easement and any covenants, conditions, and restriction contained herein shall run with the land and be binding upon and inure to the benefit of the successors, heirs, executors, administrators, permittees, licensees, agents, and assigns of Grantor and Grantee.

Grantor has executed this easement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CITY OF SAN DIEGO,  
a California Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Drawn	Reddick
Checked	_____
Sketch	L-2165
Date	9/13/2010

### Legal Description

A portion of Lot 67 of Rancho Mission of San Diego, according to the Partition Map thereof filed in the office of the County Clerk of San Diego County, in action No. 348 in Superior Court of said San Diego County entitled "Juan M. Luco, et al, vs. The Commercial Bank of San Diego, et al."

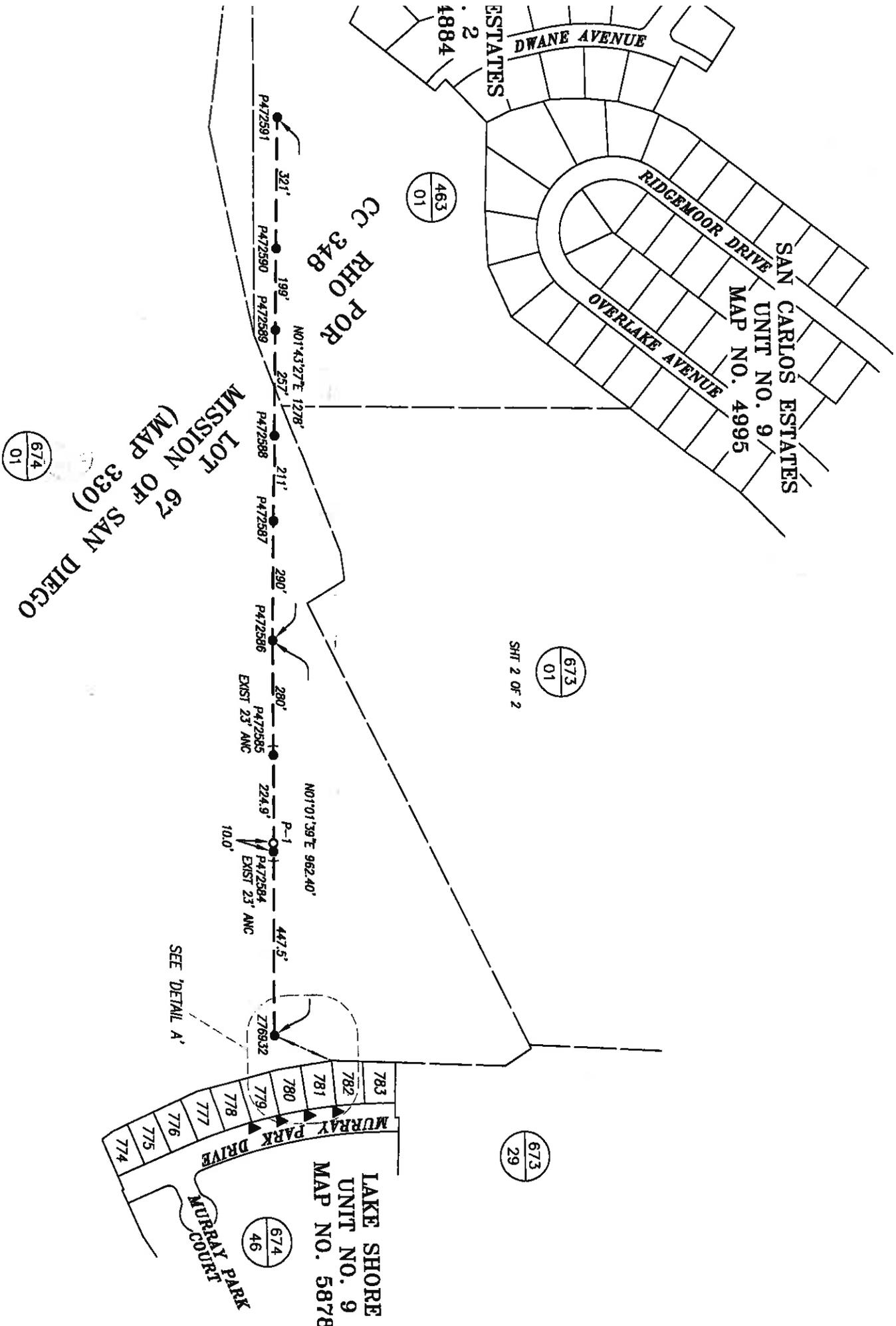
The easement in the aforesaid lands shall be 12 feet in width measured 6 feet on each side of the following described centerline:

Commencing at a lead and disk stamped "RCE 8195", said point bears North 05° 05' 22" West, 14.75 feet from the Northwest corner of Lot 781 per Lake Shore Unit No. 9, according to Map thereof No. 5878 filed in the office of the County Recorder of said San Diego County. Said point also bears South 83° 22' 58" West, 69.43 (69.44 calc record) from a lead and disk stamped "RCE 8195" marking a 14.75 foot offset to the Northeast corner of said Lot 781. Thence from said point of commencement South 05° 05' 22" East, 126.49 feet; thence South 65° 10' 08" East, 151.17 feet to the TRUE POINT OF BEGINNING of the centerline herein described; thence from said TRUE POINT OF BEGINNING South 01° 01' 39" West, 962.40 feet; thence South 01° 43' 27" West, 1278.00 feet.

The area of this easement consists of 26,884.8 sq. ft. being 0.62 acres.



THIS LEGAL DESCRIPTION WAS PREPARED BY ME  
OR UNDER MY DIRECTION IN CONFORMANCE WITH THE  
LAND SURVEYORS ACT ON 30 AUG 10  
  
STEPHEN P. COOK L.S. 6597



674  
01

463  
01

673  
01

673  
29

674  
46

SHT 2 OF 2

SEE 'DETAIL A'

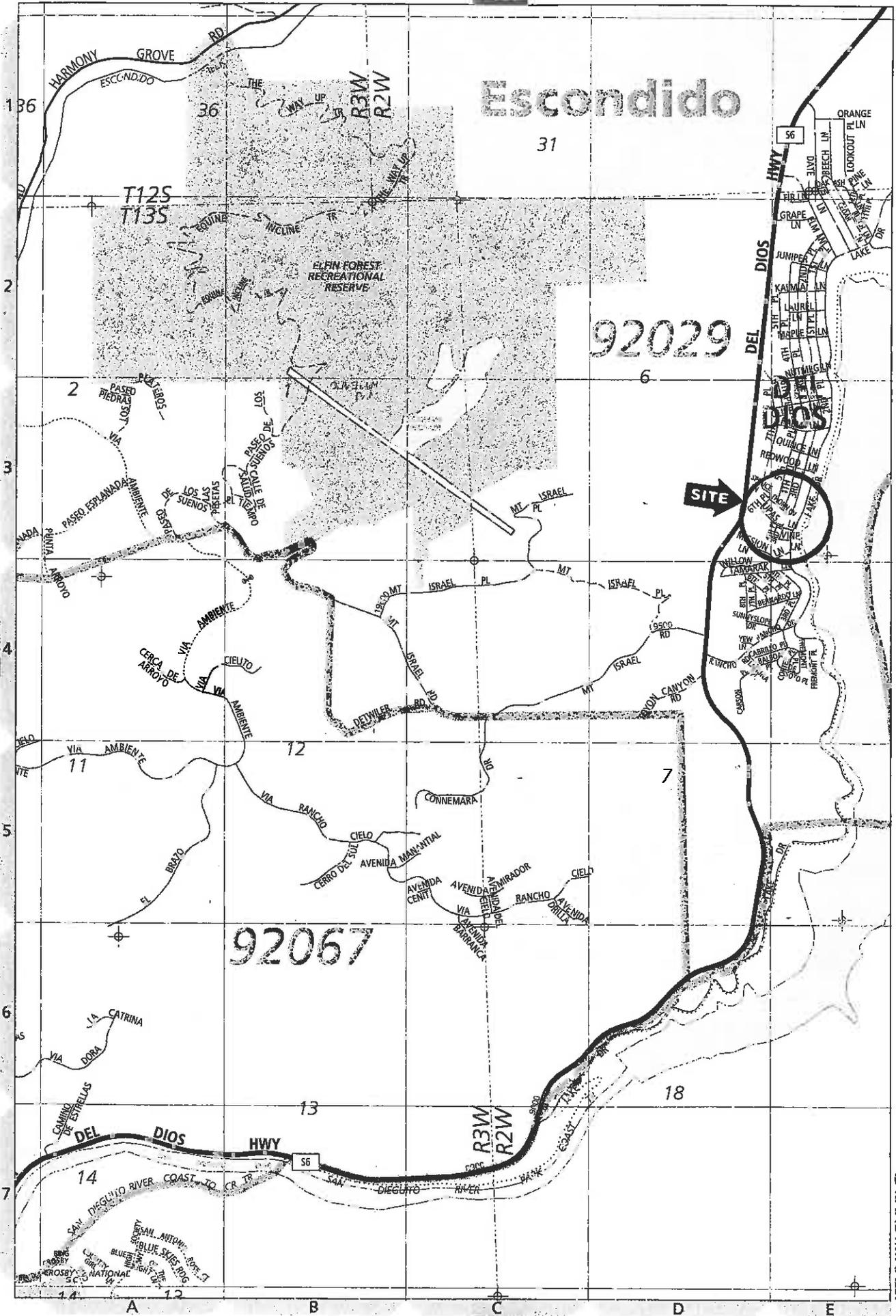
SAN CARLOS ESTATES  
UNIT NO. 9/  
MAP NO. 4995

CC RHO POP  
348

LOT 67  
MISSION OF SAN DIEGO  
(MAP NO. 330)

LAKE SHORE  
UNIT NO. 9  
MAP NO. 5878

SAN DIEGO CO



**SITE**

92029

92067

SEE 1148 MAP

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.: 858581-010  
Const. No.: SERVICE  
A.P.N.: 270-149-02  
Sketch No.: M-3786

Transfer Tax None  
SAN DIEGO GAS & ELECTRIC COMPANY

ANCHORAGE EASEMENT

CITY OF SAN DIEGO, A CALIFORNIA CORPORATION, (Grantor), grants to SAN DIEGO GAS & ELECTRIC COMPANY, a corporation (Grantee), an easement and right of way in, upon, over, under and across the lands hereinafter described, to erect, construct, reconstruct, replace, repair, maintain and use, guy poles and/or anchors together with connecting wires, as Grantee may now or hereafter deem convenient or necessary to support that certain pole line located upon or adjacent to said lands, together with the right of ingress and egress, to, from and along this easement in, upon, over and across the hereinafter described lands.

The property in which this easement and right of way is hereby granted is situated in the County of San Diego, State of California, described as follows:

That portion of Lot 2 in Block 76 of Campo Del Dios Unit No. 3, according to Map thereof No. 1841, filed in the Office of the County Recorder of said County of San Diego.

The easement in the aforesaid property is more particularly described in the Exhibit "A", consisting of one (1) page, and shown and delineated on the Exhibit "B", consisting of one (1) page, each attached hereto and made a part hereof.

Grantor shall not increase or decrease the ground surface elevations within this easement after installation of Grantee's facilities, without prior written consent of Grantee, which consent shall not unreasonably be withheld.

Grantor further grants to Grantee the right to assign any or all of the rights granted in this easement in whole or in part to other companies providing utility or communication facilities/services.

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, heirs, executors, administrators, permittees, licensees, agents or assigns of Grantor and Grantee.

IN WITNESS WHEREOF, Grantor executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF SAN DIEGO,  
A CALIFORNIA CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

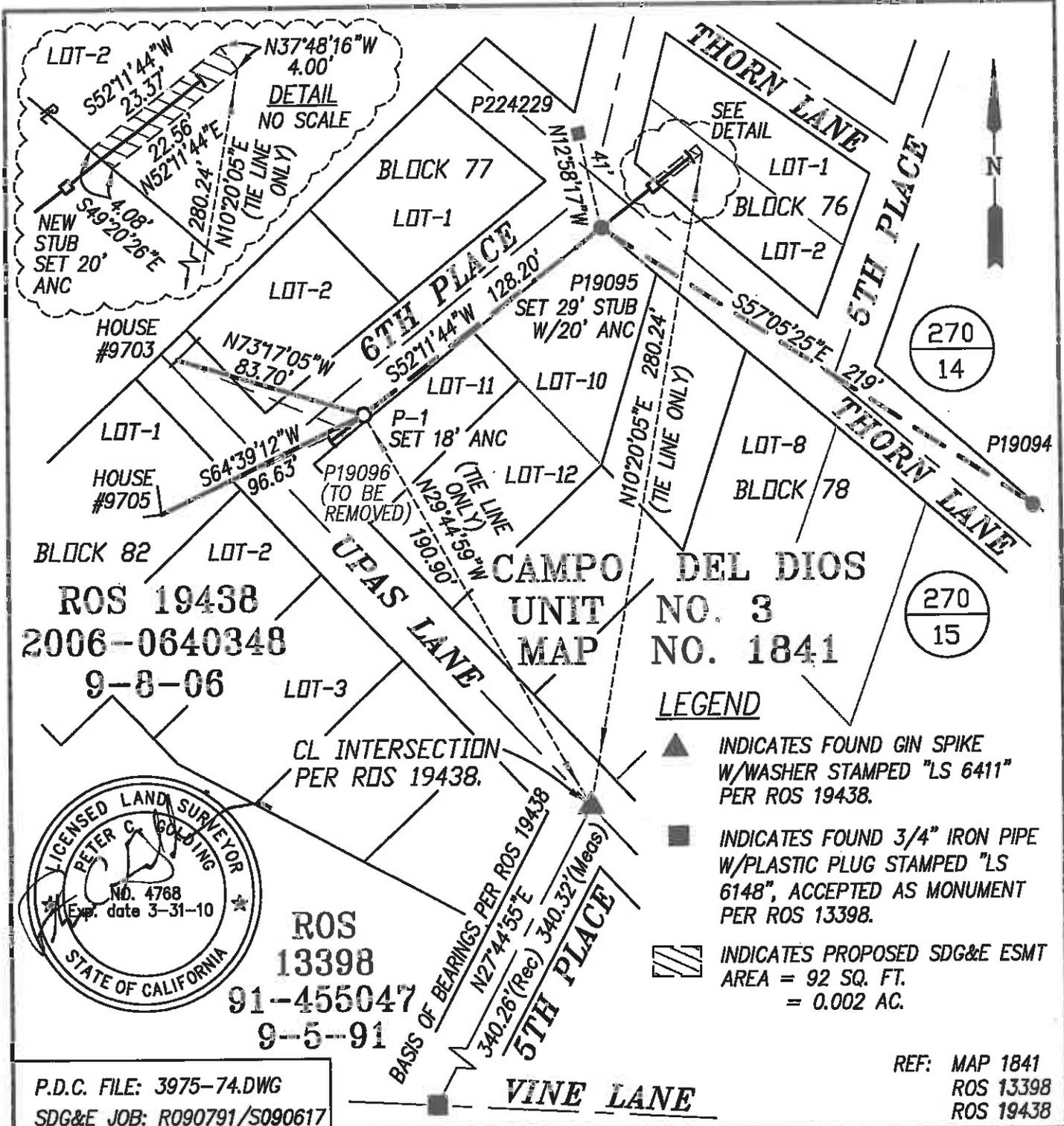
Title: \_\_\_\_\_

Drawn	Reddick
Checked	_____
Date	1/19/2010

**EXHIBIT A**  
**(LEGAL DESCRIPTION)**

That certain strip of land 4.00 feet in width, being 2.00 feet measured at right angles on each side of the following described center lines:

Commencing at a found gin spike with washer stamped LS 6411, marking the centerline of the intersection of "UPAS LANE" and "5<sup>TH</sup> PLACE", dedicated streets, as shown and delineated on Record of Survey No. 19438, filed September 8, 2006 at File No. 2006-0640348, in the Office of the County Recorder of said County of San Diego, said point bears South 27°44'55" West, 340.32 feet (Measured) 340.26 feet (record) from a found ¾" iron pipe with plastic plug stamped LS 6148, accepted as monument, marking a point in the centerline of "VINE LANE", a dedicated street, as shown and delineated on said Record of Survey No. 19438; thence from said centerline of intersection of "UPAS LANE" and "5<sup>TH</sup> PLACE", to the TRUE POINT OF BEGINNING; thence North 37°48'16" West, 4.00 feet; South 52°211'44" West, 23.37 feet; thence South 49°20'26" East, 4.08 feet; thence North 52°11'44" East, 22.56 feet.



**ROS 19438**  
**2006-0640348**  
**9-8-06**

**ROS 13398**  
**91-455047**  
**9-5-91**



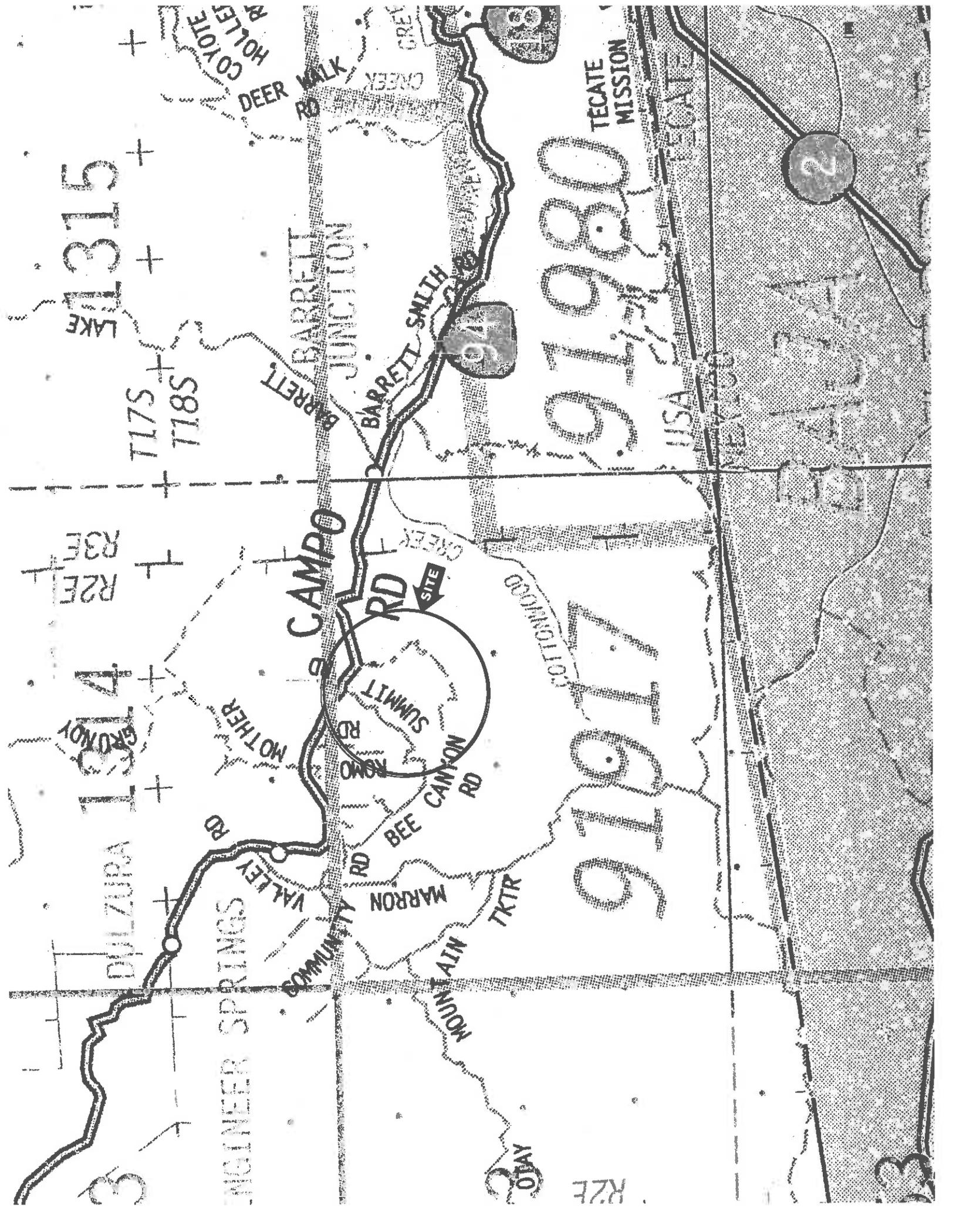
- LEGEND**
- ▲ INDICATES FOUND GIN SPIKE W/WASHER STAMPED "LS 6411" PER ROS 19438.
  - INDICATES FOUND 3/4" IRON PIPE W/PLASTIC PLUG STAMPED "LS 6148", ACCEPTED AS MONUMENT PER ROS 13398.
  - ▨ INDICATES PROPOSED SDG&E ESMT AREA = 92 SQ. FT. = 0.002 AC.

P.D.C. FILE: 3975-74.DWG  
 SDG&E JOB: R090791/S090617

REF: MAP 1841  
 ROS 13398  
 ROS 19438

<b>SAN DIEGO GAS &amp; ELECTRIC</b> SAN DIEGO, CALIFORNIA <b>MASTRO, BARRY</b> 9705 UPAS LN ESCONDIDO, CA		ORIGINATOR: DAN MCLEOD	OK TO INSTALL:	PROJECT NO. 858581-010	
		SURVEYED BY: PDC/DLL	R/W OK:	CONST. NO. 5005443	
		DRAWN BY: PDC/SWV	DATE: 1-5-10	THOS. BROS. 1149-D3	DRAWING NO. <b>M-3186</b>
		DATE: 1-5-10	SCALE: 1"=60'		
NO.	SUPPLEMENTS	DATE:	BY:	APP'D	
1	ADDED TIE LINE TO P-1.	2/9/10	SWV	PCG	

**EXHIBIT B**



LAKE 1315

7175 +  
7185 +

GRANDY 1914

DULZURA 1914

1980

1917

ENGINEER SPRINGS

VALLEY RD

MARRON RD

MOUNTAIN TKTR

COMMUNITY RD

BEE CANYON RD

ROMO RD

SUMMIT RD

CAMP RD

CREEK

SITE

BARRETT

BARRETT JUNCTION

BARRETT SMITH

DEER WALK RD

COYOTE HOLLER

CREEK

TECATE MISSION

TECATE

USA

NEWYEG

1981

1980

R2E

LE

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  
Attn: Real Estate Transactions CP11D

SPACE ABOVE FOR RECORDER'S USE

Project No.: 744442-010

Transfer Tax: \_\_\_\_\_

Const. No.: 2894720

SAN DIEGO GAS & ELECTRIC COMPANY

APN No.: 649-200-06

EASEMENT

THE CITY OF SAN DIEGO, a California Corporation (Grantor), for valuable consideration grants to SAN DIEGO GAS & ELECTRIC COMPANY, a corporation (Grantee), an easement and right of way in, upon, over, under and across the lands hereinafter described in Parcel 2, to erect, construct, modify, improve, reconstruct, relocate, repair, maintain and use facilities consisting of:

1. Poles, wires, cables and appurtenances for the transmission and distribution of electricity and related electrical purposes.
2. Underground facilities and appurtenances for the transmission and distribution of electricity and related electrical purposes.
3. Transmission and distribution pipelines and appurtenances for any and all related purposes.

Grantee is further granted (i) the right of ingress and egress by a practical route or routes to, from, and along said easement in, upon, over, and across all that portion of the lands described in Parcel 1 below that Grantor owns on the date of this instrument, and (ii) the right to install the above described facilities at such locations and elevations as Grantee may now or hereafter deem convenient or necessary upon, along, over, through, under, and within said easement described in Parcel 2 below.

The property in which this easement and right of way is hereby granted is located in the County of San Diego, State of California, and described as follows:

All that portion of the Southwest Quarter of the Southwest Quarter of Section 12, Township 18 South, Range 2 East, San Bernardino Meridian as described in a deed recorded February 23, 1989, at recorders File/No. 89-091787, recorded in Official Records of San Diego County, California.

The easement in the aforesaid lands shall be 12.00 feet in width, being 6.00 feet measured at right angles, on each side of the following described center line:

Commencing at a found ¾" iron pipe with plastic cap stamped "L.S. 3369", marking the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 13, Township 18 South, Range 2 East, San Bernardino Meridian; thence along the Westerly line thereof, North 00° 26' 10" East, 1326.81 feet (1326.88 feet record) to a found 2" brass cap, stamped as the Northwest corner of said Section 13 and a corner common to Sections 11, 12 and 14 of said Township 18 South, Range 2 East, San Bernardino Meridian, as shown and delineated on Record of Survey Map No. 17576, filed October 25, 2002 at File No. 2002-0940112 in the Office of the County Recorder of said County of San Diego; thence from said Northwest corner, North 04° 26' 10" East, 86.01 feet to the TRUE POINT OF BEGINNING of the center line herein described; thence from said TRUE POINT OF BEGINNING, North 00° 04' 30" West, 368.92 feet; thence North 00° 01' 17" East, 370.00 feet to a point herein designated Point "A"; thence North 28° 25' 53" East, 97.20 feet.

ALSO: Beginning at said TRUE POINT OF BEGINNING; thence South 00° 26' 10" West, 663.42 feet; thence South 01° 27' 26" West, 382.90 feet to a point in that certain easement granted to San Diego Gas & Electric Company recorded December 18, 1940 in Book 1115, Page 42 of Official Records of said County of San Diego (SDG&E r/w # 12811).

ALSO: That certain strip of land 4.00 feet in width, being 2.00 feet measured at right angles, on each side of the following described center line:

Beginning at said Point "A"; thence North 00° 01' 17" East, 30.00 feet.

Grantor further grants to Grantee the right, from time to time, to erect and maintain on Grantor's property described in Parcel 1, all emergency anchorages, equipment traffic barriers, and minor earth retaining structures as may be necessary in Grantee's sole discretion for the proper maintenance and protection of the facilities then in place. Grantee shall, however, not erect or maintain any non-emergency anchorages, equipment traffic barriers, and minor earth retaining structures unless and until Grantor has provided its prior written consent thereto, which consent shall be given by approval of the City Mayor or his designee and which consent shall not be unreasonably withheld.

Grantor shall not erect, place, or construct, nor permit to be erected, placed or constructed, any building or other structure, plant any tree, drill or dig any well, within this easement, without prior written consent of Grantee, which consent shall not unreasonably be withheld.

Grantor shall not increase or decrease the ground surface elevations within this easement after installation of Grantee's facilities without prior written consent of Grantee, which consent shall not unreasonably be withheld.

Notwithstanding the foregoing, subject to the review and written approval of improvement plans by Grantee for the adequate protection of Grantee's facilities in accordance with pertinent General Orders of the Public Utilities Commission of the State of California, Grantor retains the right to construct, reconstruct, and maintain aboveground structures, including but not limited to, fences, sidewalks, curbs, gutters, streets, or other improvements that require excavation and grading between ground surface and a maximum depth of 18 inches within said easement.

Grantee shall have all rights and powers, but is not hereby obligated, to (i) keep said easement free and clear from explosives, buildings, structures, and other materials and (ii) trim or remove trees and brush along or adjacent to this easement and remove roots from within this easement whenever Grantee deems it necessary. Said right shall not relieve Grantor of any obligation it may have under applicable laws as owner to trim or remove trees and brush to prevent danger or hazard to property or persons.

CONDUITS CARRY HIGH VOLTAGE ELECTRICAL CONDUCTORS, AND PIPELINES MAY CARRY VOLATILE MATERIALS. THEREFORE, GRANTOR SHALL NOT MAKE OR ALLOW ANY EXCAVATION OR FILL TO BE MADE WITHIN THIS EASEMENT WITHOUT FIRST NOTIFYING SAN DIEGO GAS & ELECTRIC COMPANY AND OBTAINING PERMISSION.

In the event Grantee, in its sole discretion, determines that this easement is no longer required for the conduct of its business, Grantee shall (i) furnish Grantor upon demand a good and sufficient Quitclaim Deed, of all Grantee's right, title, and interest in and to this easement, and (ii) remove, without cost to Grantor, any facilities which were installed by Grantee at its expense; provided, however, Grantee shall not be obligated to remove any underground conduits or substructures. Notwithstanding the foregoing, in the event of non-use or abandonment of Grantee's facilities for a period of one year, Grantor retains the right to terminate this easement, and, upon written request, Grantee shall provide a Quitclaim deed, as described above in subparagraph (i).

This easement and any covenants, conditions, and restrictions contained herein shall run with the land and be binding upon and inure to the benefit of the successors, heirs, executors, administrators, permittees, licensees, agents, and assigns of Grantor and Grantee.

Grantor has executed this easement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

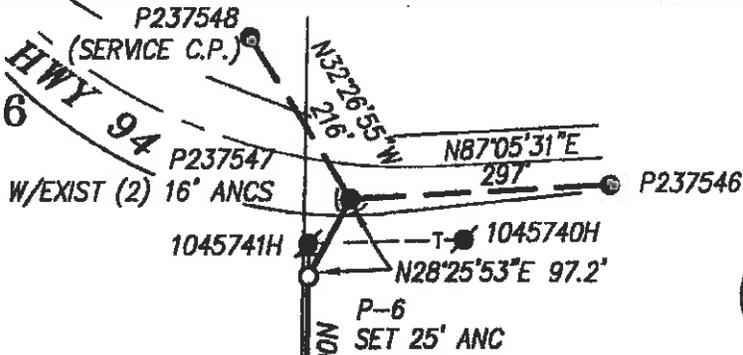
THE CITY OF SAN DIEGO,  
a California Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Drawn  
Checked \_\_\_\_\_  
Sketch D-1916  
Date November 12, 2007

ROS 9566



649  
19

649  
20

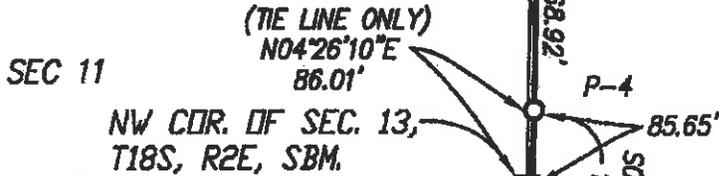
SE 1/4 SE 1/4  
SEC 11

SW 1/4 SW 1/4  
SEC 12  
T18S R2E  
SBM



LEGEND

- ▲ INDICATES FOUND 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 3369" AS SHOWN ON R.O.S. MAP NO. 17576.
- INDICATES FOUND 2" IRON PIPE WITH CAP STAMPED "11 12 13 14" AS SHOWN ON R.O.S. MAP NO. 17576.



SEC 14  
NE 1/4 NE 1/4  
SEC 14

650  
06

SEC 13  
NW 1/4 NW 1/4  
SEC 13

ROS 17576  
2002-0940112  
10-25-02

REF: R.O.S. 9566  
R.O.S. 17576

CALTRANS R.O.W. MAP 37553.21  
CALTRANS R.O.W. MAP 37553.22

P.D.C. FILE: 3700-68.DWG  
SDG&E JOB: R071142/S070668

**SAN DIEGO GAS & ELECTRIC**  
SAN DIEGO, CALIFORNIA

**DULZURA RELOCATION  
AND RESTORATION**  
LITTLE TECATE PEAK TRAIL  
AT HWY 94 DULZURA, CA

ORIGINATOR:  
BRENDA CHILVERS  
SURVEYED BY:  
PDC/KAM  
DRAWN BY:  
PDC/SWV  
DATE:  
11-9-07  
SCALE:  
1"=200'

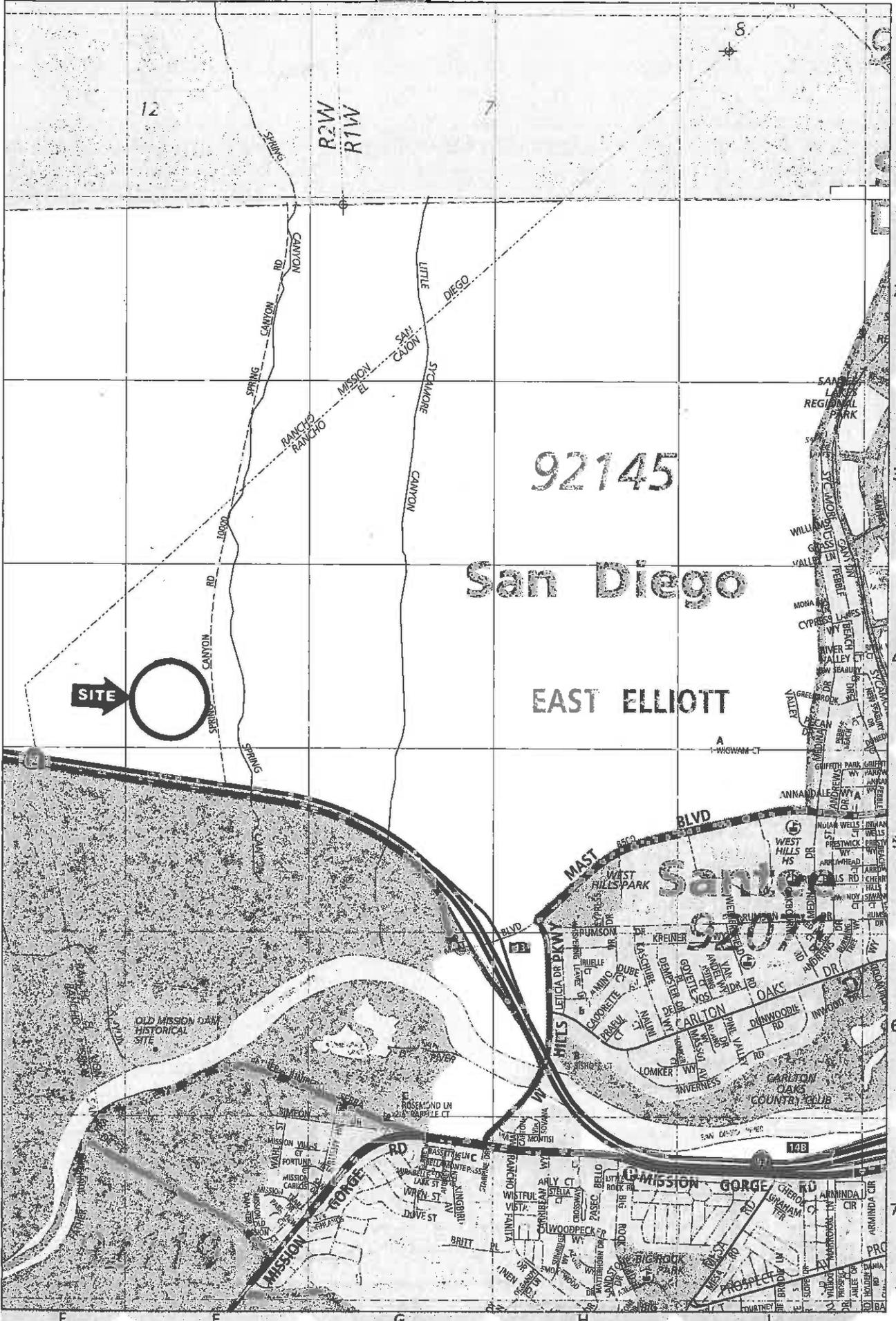
OK TO INSTALL:  
R/W OK:  
DATE:  
THOS. BROS.  
429-J10

PROJECT NO.  
CONST. NO.  
DRAWING NO.

NO.	SUPPLEMENTS	DATE:	BY	APP'D

0 0.25 0.5 1.0 miles 1:22,800 1 in. = 1900 ft.

SEE 210 MAP



SEE 1231 MAP

RAND McNALLY

SEE 1250 MAP



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: R/W 31529  
Construction No: N/A  
APN No: 366-070-37  
Sketch No: S-3333-409

Transfer Tax \_\_\_\_  
SAN DIEGO GAS & ELECTRIC COMPANY

EASEMENT

For good and valuable consideration, receipt of which is hereby acknowledged, THE CITY OF SAN DIEGO, A CALIFORNIA CORPORATION (Grantor), grants to SAN DIEGO GAS & ELECTRIC COMPANY, a corporation (Grantee), an easement and right-of-way (Easement) to erect, construct, change the size of, improve, reconstruct, relocate, replace, repair, inspect, patrol, maintain and use one or more lines of towers and/or poles, with wires and cables suspended thereon and supported thereby, including foundations, guys, anchorage, crossarms, braces, insulators, grounding wires and all other appliances, fixtures and appurtenances for use in connection therewith; also, underground facilities consisting of, but not limited to, conduits, pads, manholes, handholes, and junction boxes with wires and cables placed therein or thereon for the transmission and distribution of electricity and for Grantee's telephone, signal and communication purposes, and also for pipelines for any and all purposes, together with their necessary fixtures and appurtenances (all hereinafter referred to as Grantee's Facilities), at such locations and elevations as Grantee may now or hereafter deem convenient or necessary at any time and from time to time, together with the right of ingress and egress to, from, along, and within said Easement by a practical route or routes in, upon, over and across the hereinafter described lands, together with the right to clear and keep clear said Easement from structures, including but not limited to buildings, explosives, brush, combustibles and materials, and to construct and maintain roads as are necessary and appropriate hereto.

The property in which Easement is hereby granted is more particularly described in Exhibit "A" attached hereto and made a part hereof.

The said Easement in the aforesaid lands shall be more particularly described in Exhibit "B" consisting of one (1) page, and shown on Drawing No. S-3333-409, consisting of three (3) pages, attached hereto and made a part hereof.

Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed, any structures, including but not limited to buildings and fences, impound or store fluid or flammable substances, drill or dig any well, nor, except as hereinafter provided, plant any trees on this Easement without Grantee's prior written consent.

Grantor shall not increase or decrease the ground surface elevations nor allow the ground surface elevations to be increased or decreased in any manner within the Easement, nor shall the ground be penetrated in any manner to a depth in excess of 18 inches without the prior written consent of the Grantee.

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

Grantee shall have the right to erect, 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.

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 judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted. 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 or top and to keep trimmed or topped any and all trees on Grantor's lands adjacent to the herein granted Easement whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted. Grantee shall not be required to trim or top trees in the ordinary course of tree care.

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 Grantee's right of ingress and egress, operation, maintenance and repair of Grantee's Facilities located within this Easement.

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, in any time, endanger, interfere with, or damage Grantee's Facilities. Grantor expressly agrees that Grantee shall not be liable for damages to, loss or removal of orchard trees, orchard crops or pastures resulting from Grantee's exercise of its right granted herein.

Wherein, in this grant of Easement and right-of-way, Grantee's written consent is required, said consent shall not be unreasonably withheld.

The right to transfer and assign this Easement in whole or in part is hereby granted to Grantee.

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\_\_.

THE CITY OF SAN DIEGO, A CALIFORNIA CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Drawn: Corbilla-RW 31529

Checked: \_\_\_\_\_

Sketch : S-3333-409

Date: 10/18/10

### Exhibit "A"

All that certain real property situated in the County of San Diego, State of California, described as follows:

That portion of Lot 3 of Resubdivision of a part of Fanita Rancho, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 1703, filed in the Office of the County Recorder of San Diego County, February 28, 1918, described as follows:

Commencing at the intersection of the center lines of Spring Canyon Road and Road easement No. 27 as shown on City of Engineer of the City of San Diego's Drawing No. 12463-1-D; thence along the center line of said Road Easement No. 27, North  $86^{\circ}45'16''$  West, 1,269.38 feet to the beginning of a 1,200.00 foot curve concave Southerly; thence Westerly along the arc of said curve being also along said center line, through a central angle of  $15^{\circ}54'24''$  a distance of 333.15 feet; thence tangent to said curve and along said center line South  $77^{\circ}20'20''$  West, 184.37 feet; thence North  $40^{\circ}49'56''$  East, 890.43 feet; thence South  $86^{\circ}45'16''$  East, 1,134.57 feet to the center line of said Spring Canyon Road to the True Point of Beginning; thence retracing the last course North  $86^{\circ}45'16''$  West, 1,134.57 feet; thence North  $40^{\circ}49'56''$  East, 797.04 feet to the center line of Road Easement No. 26 shown on said City Engineer's Drawing No. 12463-1-D; thence along said center line North  $84^{\circ}16'19''$  East, 540.00 feet to the center line of said Spring Canyon Road; thence along center line South  $05^{\circ}52'57''$  East, 725.01 feet to the True Point of Beginning.

Assessor's Parcel Number: **366-070-37**

EXHIBIT "B"

LEGAL DESCRIPTION

THAT PORTION OF LOT 3 OF RESUBDIVISION OF PART OF FANITA RANCHO, ACCORDING TO MAP THEREOF NO. 1703, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY FEBRUARY 28, 1918, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2 INCH IRON PIPE WITH DISC STAMPED "SDCO ENGR" AS SET PER RECORD OF SURVEY MAP NO. 10608, FILED IN THE OFFICE OF SAID COUNTY RECORDER, JULY 3, 1986, SAID MONUMENT MARKS THE SOUTHERLY TERMINUS OF A PORTION OF THE WESTERLY LINE OF THAT LAND SURVEYED AND SHOWN ON SAID RECORD OF SURVEY AND BEARS SOUTH 00°06'46" WEST 1148.97 FEET (NORTH 00°06'48" EAST 1149.00 FEET RECORD PER SAID RECORD OF SURVEY) FROM A FOUND 2 INCH IRON PIPE WITH DISC STAMPED "SDCO ENGR" AS SET PER SAID RECORD OF SURVEY; THENCE SOUTH 62°29'59" WEST 2422.90 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 84°16'05" EAST 222.33 FEET; THENCE SOUTH 41°16'35" WEST 845.92 FEET; THENCE NORTH 86°45'30" WEST 184.57 FEET; THENCE NORTH 40°49'42" EAST 797.04 FEET; TO THE TRUE POINT OF BEGINNING.

SAID PORTION BEING BOUNDED ON THE NORTH BY THE NORTHERLY LINE OF LOT 209 OF THE CAMP ELLIOT LOTS, SAID LOT BEING DESCRIBED IN DEED RECORDED SEPTEMBER 16, 2002, AS DOCUMENT NO.2002-0788329 AND BOUNDED ON THE SOUTH BY THE SOUTHERLY LINE OF SAID LOT.

CONTAINING 2.810 ACRES MORE OR LESS.

SAID BEARINGS ARE IN TERMS OF THE CALIFORNIA COORDINATE SYSTEM, NAD 83, ZONE 6.



*Peter C. Golding* 4-13-04  
\_\_\_\_\_  
PETER C. GOLDING DATE  
LS 4768  
EXPIRATION DATE 3/31/06

LEGEND

- INDICATES FOUND 2" IRON PIPE WITH DISC STAMPED "SDCO ENGR", PER ROS 10608.
- A INDICATES 200' WIDE SDG&E EASEMENT RECORDED 2-11-1955 IN BOOK 5530, PAGE 2, O.R.
-  INDICATES PROPOSED EASEMENT AREA  
AREA = 122,407 SQ. FT.  
= 2.810 ACRES

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, NAD 83, ZONE 6 GRID BEARING BETWEEN STATION "SDGPS 17" AND STATION "FAR" PER ROS 14310 I.E. NORTH 74°35'37" WEST.

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

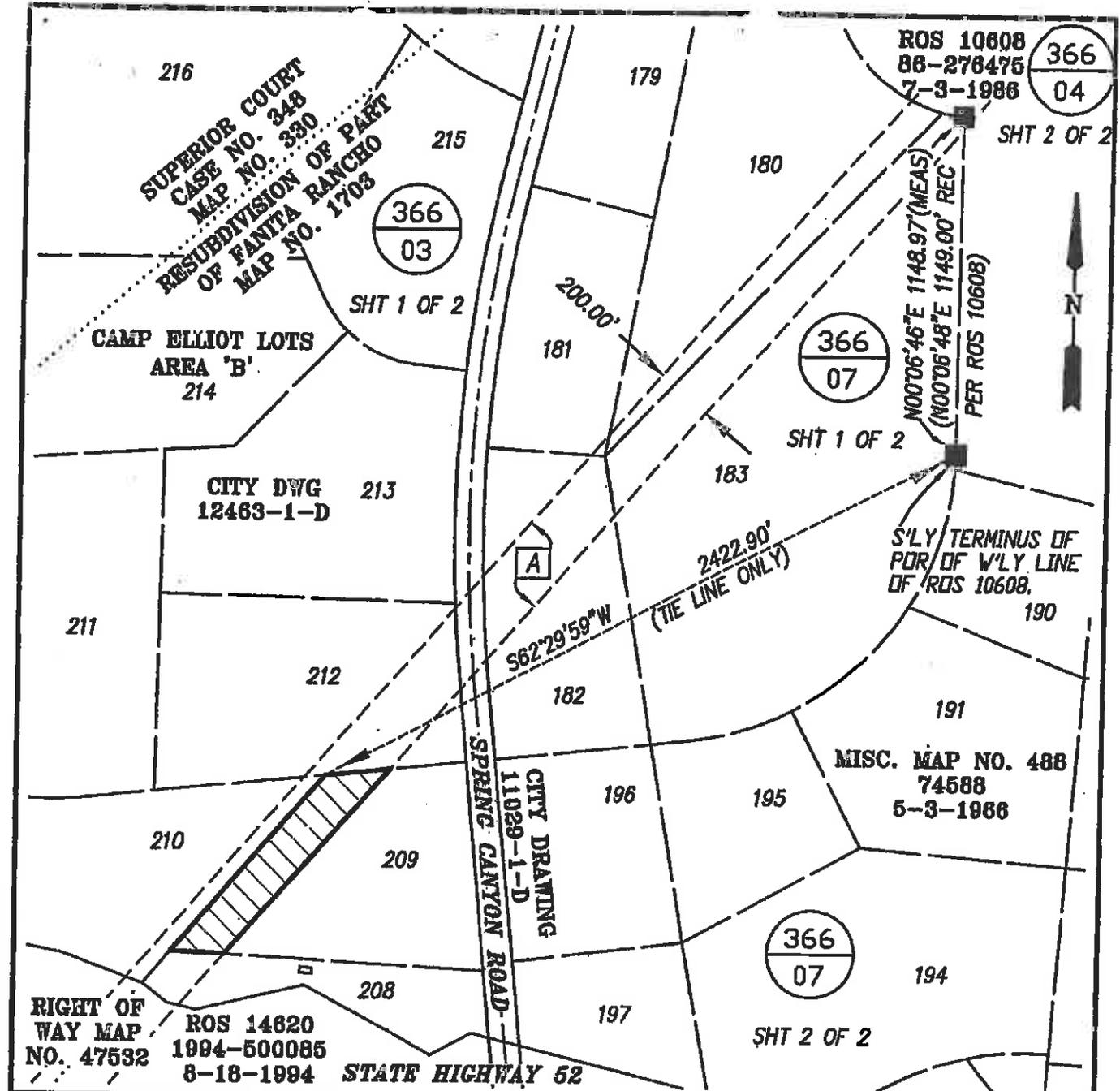


REF: ROS 10608  
ROS 14620  
CITY DWG 11029-1-D  
CITY DWG 12463-1-D

P.D.C. FILE: 2400-85-14.dwg  
SDG&E JOB: PDC030009-000

SHT 1 OF 3

<b>SAN DIEGO GAS &amp; ELECTRIC</b> SAN DIEGO, CALIFORNIA		ORIGINATOR: JJZ	OK TO INSTALL:	PROJECT NO.
		SURVEYED BY: PDC/DLL	R/W OK:	CONST. NO.
<b>NAVY EASEMENT RENEWAL</b> E/O 1-15, N/O 1-8, S/O POWAY RD SAN DIEGO		DRAWN BY: PDC/MAL	DATE:	DRAWING NO.
		DATE: 4-16-04	THOS. BROS. 1211-A5	<b>S-3333-409</b>
		SCALE: NONE		
NO.	SUPPLEMENTS	DATE:	BY	APP'D



P.D.C. FILE: 2400-85-14.dwg  
 SDG&E JOB: PDC030009-000

SHT 2 OF 3

<b>SAN DIEGO GAS &amp; ELECTRIC</b> SAN DIEGO, CALIFORNIA		ORIGINATOR: JJZ	OK TO INSTALL:	PROJECT NO.	
		SURVEYED BY: PDC/DLL	R/W OK:	CONST. NO.	
<b>NAVY EASEMENT RENEWAL</b> E/O I-15, N/O I-8, S/O POWAY RD SAN DIEGO		DRAWN BY: PDC/MAL	DATE:	DRAWING NO.	
		DATE: 4-16-04	THOS. BROS. 1211-A5	<b>S-3333-409</b>	
		SCALE: 1"=500'			
NO.	SUPPLEMENTS		DATE:	BY	APP'D

**CAMP ELLIOT LOTS  
AREA 'B'**  
212

**CITY DWG  
12463-1-D**

210

(TIE LINE ONLY)  
S62°29'59"W 2422.90'

N84°16'05"E  
222.33'

797.04'

845.92'

366  
07

SHT 1 OF 2

209

SPRING CANYON ROAD



**RESUBDIVISION OF PART  
OF FANITA RANCHO  
MAP NO. 1703  
LDT-3**

N40°49'42"E

S41°16'35"W

184.57'  
N86°45'30"W

208

366  
07

SHT 2 OF 2

**ROS 14620  
1994-500085  
8-18-1994**

**RIGHT OF WAY  
MAP NO. 47532**

**STATE HIGHWAY 52**

P.D.C. FILE: 2400-85-14.dwg  
SDG&E JOB: PDC030009-000

SHT 3 OF 3

**SAN DIEGO GAS & ELECTRIC**  
SAN DIEGO, CALIFORNIA

ORIGINATOR: JJZ

OK TO INSTALL:

PROJECT NO.

SURVEYED BY:  
PDC/DLL

R/W OK:

CONST. NO.

**NAVY EASEMENT RENEWAL**

DRAWN BY:  
PDC/MAL

DATE:

DRAWING NO.

E/O 1-15, N/O 1-8,  
S/O POWAY RD  
SAN DIEGO

DATE: 4-16-04

THOS. BROS.  
1211-A5

**S-3333-409**

SCALE: 1"=150'

NO.	SUPPLEMENTS	DATE:	BY	APP'D



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  
Attn: Real Estate Transactions CP11D

SPACE ABOVE FOR RECORDER'S USE

Project 954145-010  
No.:

Transfer Tax: None

Const. No.: 5005313

SAN DIEGO GAS & ELECTRIC COMPANY

APN No.: 304-114-06

EASEMENT

THE CITY OF SAN DIEGO, a municipal corporation (Grantor), for valuable consideration grants to SAN DIEGO GAS & ELECTRIC COMPANY, a corporation (Grantee), an easement and right of way in, upon, over, under and across the lands hereinafter described in Parcel 2, to erect, construct, modify, improve, reconstruct, relocate, repair, maintain and use facilities consisting of:

1. Underground facilities and appurtenances for the transmission and distribution of electricity and related purposes.

Grantee is further granted (i) the right of ingress and egress by a practical route or routes to, from, and along said easement in, upon, over, and across all that portion of the lands described in Parcel 1 below that Grantor owns on the date of this instrument, and (ii) the right to install the above described facilities at such locations and elevations as Grantee may now or hereafter deem convenient or necessary upon, along, over, through, under, and within said easement described in Parcel 2 below.

The property in which this easement and right of way is granted is located in the City of San Diego, County of San Diego, State of California, and described as follows:

Parcel 1:

Parcel 3 of the land surveyed and shown on Parcel Map No. 15728, filed July 6, 1989 at File No. 89-357401 in the Office of the County Recorder of said County of San Diego.

Parcel 2:

The said easement in the aforesaid land is described in Exhibit "A" and is shown and delineated on Exhibit "B", both attached hereto and made a part hereof.

Grantor further grants to Grantee the right, from time to time, to erect and maintain on Grantor's property described in Parcel 1, all emergency equipment traffic barriers and minor earth retaining structures as may be necessary in Grantee's sole discretion for the proper maintenance and protection of the facilities then in place. Grantee shall, however, not erect or maintain any non-emergency equipment traffic barriers and minor earth retaining structures unless and until Grantor has provided its prior written consent thereto, which consent shall be given by approval of the City Manager and which consent shall not be unreasonably withheld.

Grantor shall not erect, place, or construct nor permit to be erected, placed or constructed any building or other structure, plant any tree, drill or dig any well within this easement, without prior written consent of Grantee, which consent shall not unreasonably be withheld.

Grantor shall not increase or decrease the ground surface elevations within this easement after installation of Grantee's facilities without prior written consent of Grantee, which consent shall not unreasonably be withheld.

Notwithstanding the foregoing, subject to the review and written approval of improvement plans by Grantee for the adequate protection of Grantee's facilities in accordance with pertinent General Orders of the Public Utilities Commission of the State of California, Grantor retains the right to construct, reconstruct, and maintain aboveground structures, including but not limited to, fences, sidewalks, curbs, gutters, streets, or other improvements that require excavation and grading between ground surface and a maximum depth of 18 inches within said easement.

Grantee shall have all rights and powers, but is not hereby obligated, to (i) keep said easement free and clear from explosives, buildings, structures, and other materials and (ii) trim or remove trees and brush along or adjacent to this easement and remove roots from within this easement whenever Grantee deems it necessary. Said right shall not relieve Grantor of any obligation it may have under applicable laws as owner to trim or remove trees and brush to prevent danger or hazard to property or persons.

CONDUITS CARRY HIGH VOLTAGE ELECTRICAL CONDUCTORS. THEREFORE, GRANTOR SHALL NOT MAKE OR ALLOW ANY EXCAVATION OR FILL TO BE MADE WITHIN THIS EASEMENT WITHOUT FIRST NOTIFYING SAN DIEGO GAS & ELECTRIC COMPANY AND OBTAINING PERMISSION.

In the event Grantee, in its sole discretion, determines that this easement is no longer required for the conduct of its business, Grantee shall (i) furnish Grantor upon demand a good and sufficient Quitclaim Deed, of all Grantee's right, title, and interest in and to this easement, and (ii) remove, without cost to Grantor, any facilities which were installed by Grantee at its expense; provided, however, Grantee shall not be obligated to remove any underground lines and facilities. Notwithstanding the foregoing, in the event of non-use or abandonment of Grantee's facilities for a period of one year, Grantor retains the right to terminate this easement, and, upon written request, Grantee shall provide a Quitclaim Deed, as described above in subparagraph (i).

This easement and any covenants, conditions, and restrictions, contained herein shall run with the land and be binding upon and inure to the benefit of the successors, heirs, executors, administrators, permittees, licensees, agents, and assigns of Grantor and Grantee.

Grantor has executed this easement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

THE CITY OF SAN DIEGO,  
a municipal corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF CALIFORNIA )

COUNTY OF SAN DIEGO )

On \_\_\_\_\_, before me \_\_\_\_\_  
\_\_\_\_\_ (name, title of officer), 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 \_\_\_\_\_

Drawn PDC-SCB  
Checked \_\_\_\_\_  
Sketch V-898  
Date 06-26-2009

1

POR 3

P.M. 15728  
89-357401  
7-6-89

BASIS OF BEARINGS PER CCS, NAD '83, ZONE 6

N87°48'01"W 255.30'(Meas)  
N87°49'12"W 259.50'(Rec PER PM 15728)

ANGLE PT IN THE  
BOUNDARY LINE OF  
PCL. 3, PM 15728.

304  
06

SHT 1 OF 5

POR.  
NE 1/4  
SEC 18  
T14S R3W  
SBM

304  
11

SHT 2 OF 2

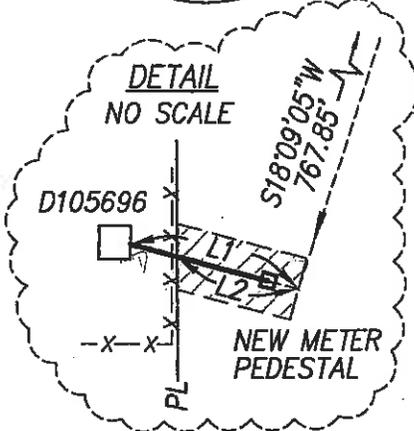
POR.  
SW 1/4  
NW 1/4  
SEC 17

POR 3

LEGEND

- ▲ INDICATES FOUND 2" IRON PIPE W/DISC STAMPED "RCE 22606" PER PM 15728.
- INDICATES FOUND LEAD AND DISC STAMPED "RCE 22606", ACCEPTED AS MONUMENT PER PM 15728.
- ▨ INDICATES PROPOSED EASEMENT AREA AREA = 87 SQ. FT. = 0.002 AC.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N75°10'38"W	17.34'
L2	N75°10'38"W	14.57'



SEC 18  
SEC 17

S18°09'05"W 767.85'  
(TIE LINE ONLY)

POR 3

LANSDALE DRIVE

MAP NO.  
11694

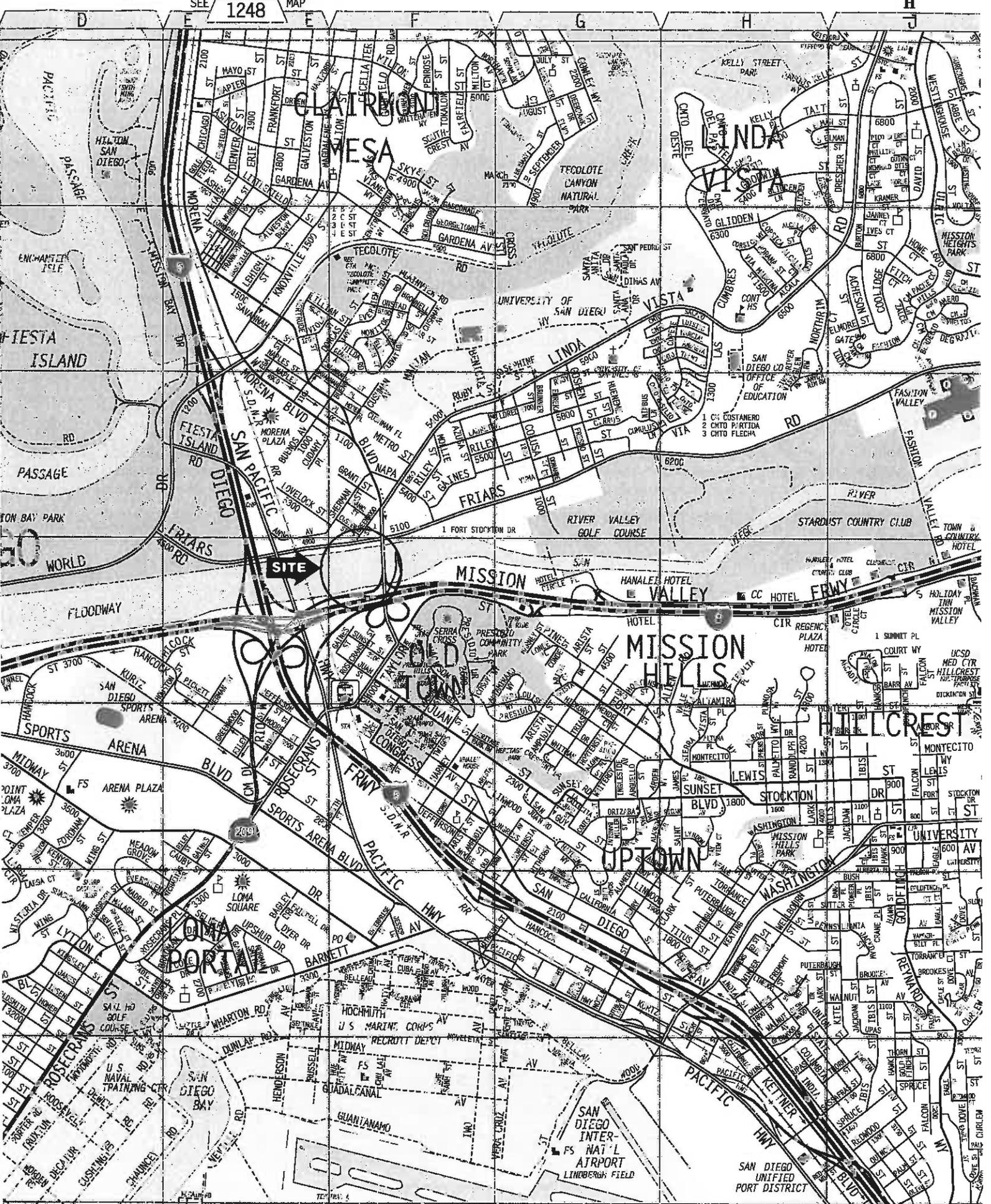
P.D.C. FILE: 3951-38.DWG  
SDG&E JOB: R090376/S090280

EXHIBIT "B"

REF: MAP 11694  
P.M. 15728  
ROS 10700

<b>SAN DIEGO GAS &amp; ELECTRIC</b> SAN DIEGO, CALIFORNIA  <b>VERIZON 2008279289</b> 13232 LANSDALE DR  SAN DIEGO, CA	ORIGINATOR: L. HIGGINS	OK TO INSTALL:	PROJECT NO. 954145-010  CONST. NO. 5005313  DRAWING NO. <b>V-898</b>
	SURVEYED BY: PDC/KAM	R/W OK:	
	DRAWN BY: PDC/SWV	DATE:	
	DATE: 6-30-09	THOS. BROS. 1188-B4	
SCALE: 1"=100'			NO. SUPPLEMENTS
			DATE: BY: APP'D





Recording Requested by  
 San Diego Gas & Electric Company

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When recorded, mail to:

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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:  
 Construction No:  
 APN No: 436-470-28, 436-670-03, 436-680-03,  
 436-690-04; 436-451-08

Transfer Tax \_\_\_\_\_  
 SAN DIEGO GAS & ELECTRIC COMPANY

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EASEMENT

For good and valuable consideration, receipt of which is hereby acknowledged, THE CITY OF SAN DIEGO, A CALIFORNIA CORPORATION (Grantor), grants to SAN DIEGO GAS & ELECTRIC COMPANY, a corporation (Grantee), an easement and right-of-way (Easement) to erect, construct, change the size of, improve, reconstruct, relocate, replace, repair, inspect, patrol, maintain and use one or more lines of towers and/or poles, with wires and cables suspended thereon and supported thereby, including foundations, guys, anchorage, crossarms, braces, insulators, grounding wires and all other appliances, fixtures and appurtenances for use in connection therewith; placed therein or thereon for the transmission and distribution of electricity and for Grantee's telephone, signal and communication purposes, (all hereinafter referred to as Grantee's Facilities), at such locations and elevations as Grantee may now or hereafter deem convenient or necessary at any time and from time to time, together with the right of ingress and egress to, from, along, and within said Easement by a practical route or routes in, upon, over and across the hereinafter described lands, together with the right to clear and keep clear said Easement from structures, including but not limited to buildings, explosives, brush, combustibles and materials, and to construct and maintain roads as are necessary and appropriate hereto.

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

The Easement is more particularly described in Exhibit "B", consisting of four (4) sheets, attached hereto and made a part hereof.

Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed, any structures, including but not limited to buildings and fences, impound or store fluid or flammable substances, drill or dig any well, nor, except as hereinafter provided, plant any trees on this Easement without Grantee's prior written consent.

Grantor shall not increase or decrease the ground surface elevations nor allow the ground surface elevations to be increased or decreased in any manner within the Easement, nor shall the ground be penetrated in any manner to a depth in excess of 18 inches without the prior written consent of the Grantee.

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

Grantee shall have the right to erect, 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.

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 judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted. 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 or top and to keep trimmed or topped any and all trees on Grantor's lands adjacent to the herein granted Easement whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted. Grantee shall not be required to trim or top trees in the ordinary course of tree care.

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 Grantee's right of ingress and egress, operation, maintenance and repair of Grantee's Facilities located within this Easement.

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, in any time, endanger, interfere with, or damage Grantee's Facilities. Grantor expressly agrees that Grantee shall not be liable for damages to, loss or removal of orchard trees, orchard crops or pastures resulting from Grantee's exercise of its right granted herein.

Wherein, in this grant of Easement and right-of-way, Grantee's written consent is required, said consent shall not be unreasonably withheld.

The right to transfer and assign this Easement in whole or in part is hereby granted to Grantee.

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

THE CITY OF SAN DIEGO,  
A CALIFORNIA CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Drawn: Reddick  
Checked: \_\_\_\_\_  
Sketch S-333-431  
Date 6/1/2006

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ SS.

On \_\_\_\_\_, before me \_\_\_\_\_  
\_\_\_\_\_ (name, title of officer), appeared \_\_\_\_\_  
\_\_\_\_\_

- 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 \_\_\_\_\_

EXHIBIT "A"

LEGAL DESCRIPTION

That portion of Blocks 350, 351, 360, 361, and 362 of Old San Diego according to Map thereof made by James Pascoe in 1870, a certified copy of said map being filed as Miscellaneous Map No. 40, in the Office of the County Recorder of San Diego County on December 12, 1921, TOGETHER WITH that portion of Ft. Stockton Street adjacent to said Blocks 351 and 352 closed by Resolution No. R-298574 of the City Council of the City of San Diego, dated November 3, 2003, all in the County of San Diego, State of California, being more particularly described as follows:

Commencing at a standard street monument at the intersection of the centerline of Napa Street westerly and the centerline of Linda Vista Road accepted as marking said intersection by a concrete monument marked "City Engineer" as shown on Parcel Map No. 9229 recorded on October 10, 1979 as File No. 79-422984 of Official Records, said monument bears North 36°37'37" East, 424.26 feet (Record North 36°37'37" East, 424.25 feet) from a standard street monument on the centerline of said Linda Vista Road accepted as marking said centerline by a concrete monument marked "City Engineer" as shown on said Parcel Map No. 9229, all as shown on said Parcel Map No. 9229; thence South 32°59'27" West, 863.79 feet to a point on the Southwesterly boundary of Block 352 of Old San Diego according to said Map and the Northeasterly boundary of said Ft. Stockton Street as closed, said point being also on the Southwesterly boundary of an easement from the City of San Diego to San Diego Gas & Electric described in an Easement Deed recorded as Document No. 2003-1393185 of Official Records and the TRUE POINT OF BEGINNING; thence South 53°22'30" East along said Northeasterly boundary of said Ft. Stockton Street as closed and said Southwesterly boundary of said Block 352 and said Easement, 131.91 feet; thence South 12°05'11" West, 936.67 feet to a point on the Northerly boundary of Interstate Highway 8 (XI-SD-8) as shown on Right of Way Map No. LO-14501.2 on file at the State of California Department of Transportation, District 11 Office in said San Diego County; thence South 82°42'42" West along said Northerly boundary of Interstate Highway 8, 127.20 feet; thence North 12°05'11" East, 1033.65 feet to the True Point of Beginning.

Containing 79017.88 square feet or 1.814 acres.

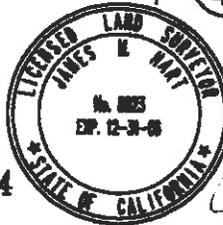
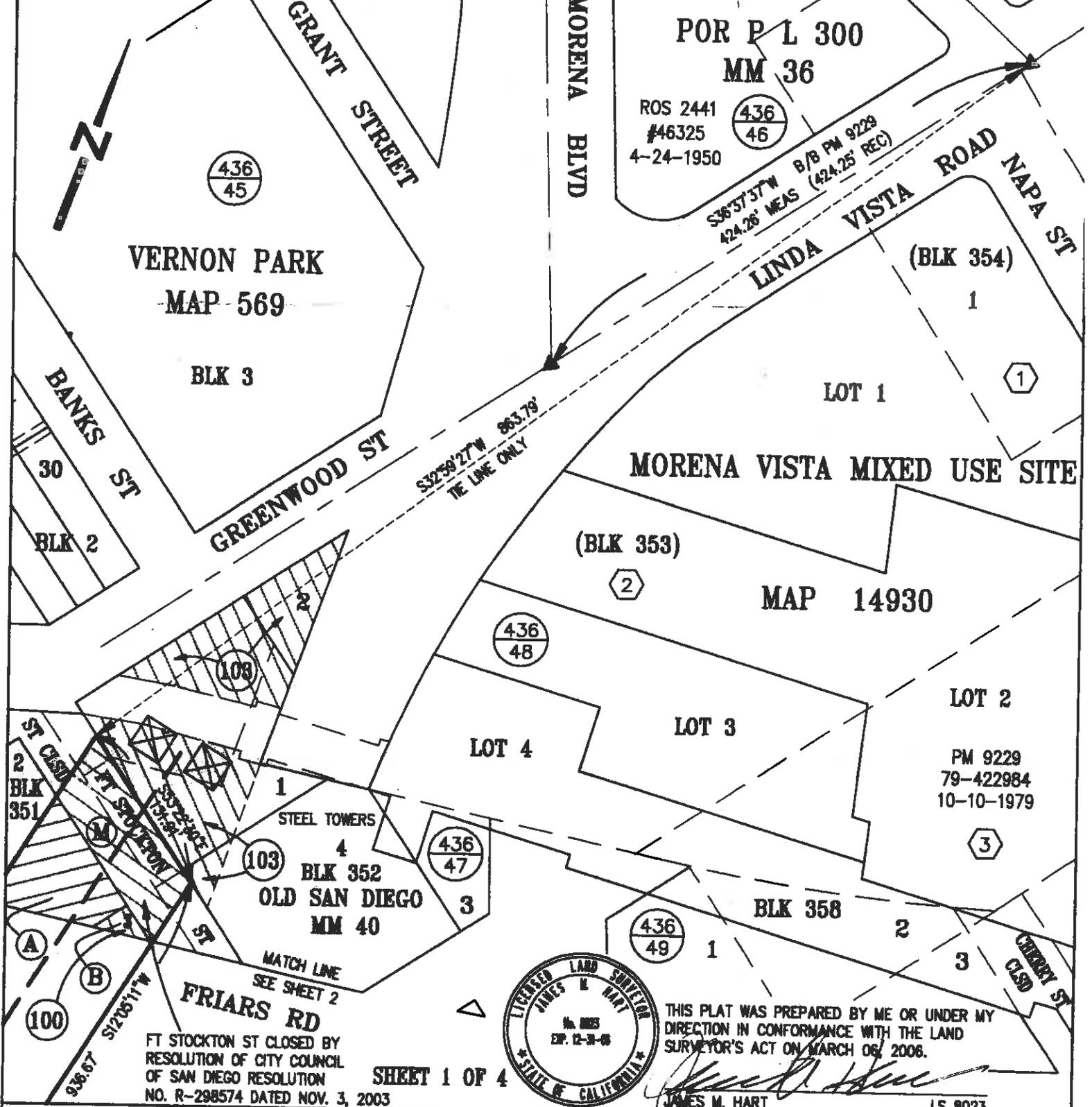
All as shown on the map attached hereto and made a part hereof.

Prepared By:

Nolte Associates, Inc.

  
James M. Hart, L.S. 8023      Date 07 Mar 2006





THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE LAND SURVEYOR'S ACT ON MARCH 06, 2006.

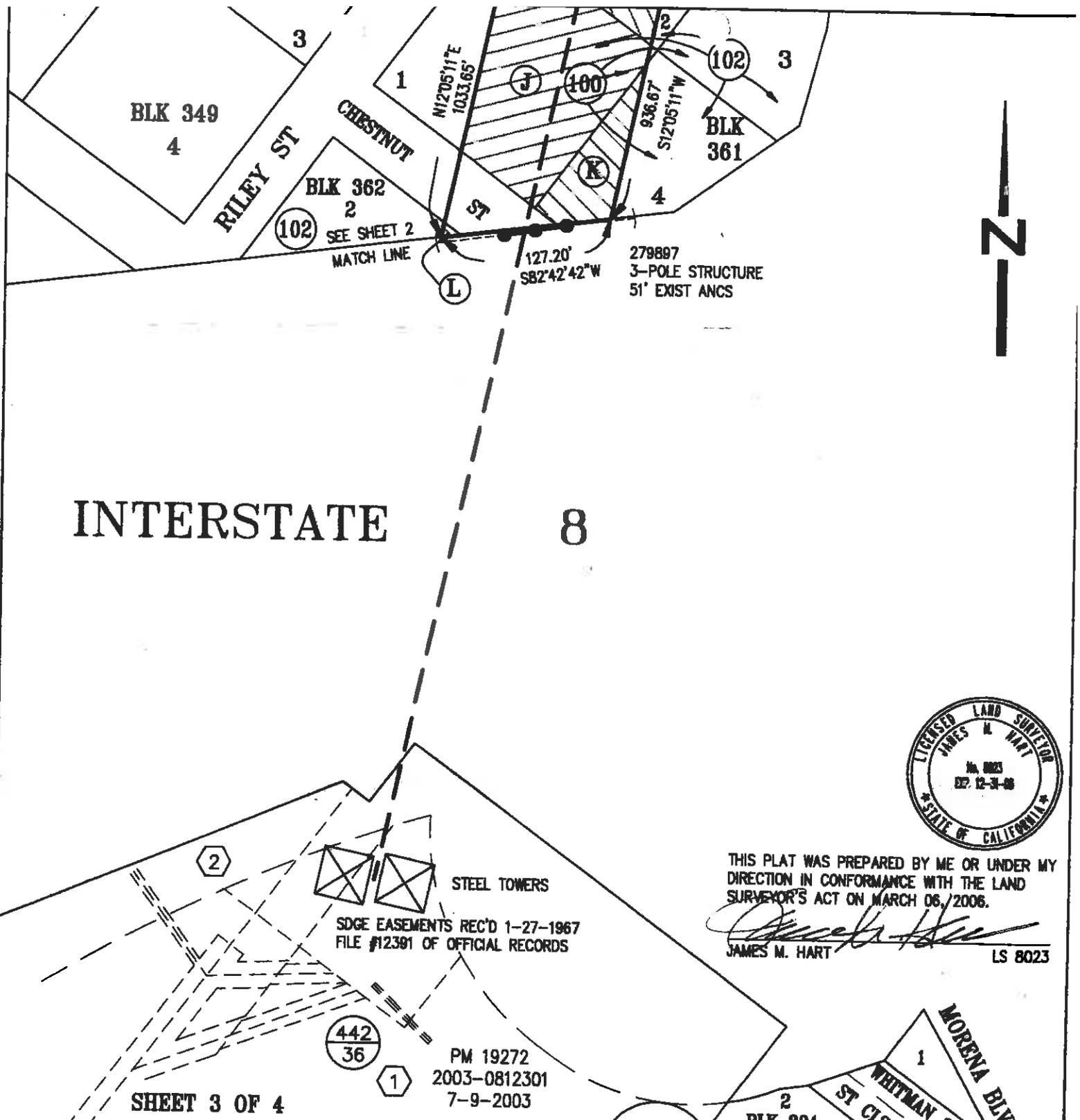
*James M. Hart*  
 JAMES M. HART LS 8023

FT STOCKTON ST CLOSED BY RESOLUTION OF CITY COUNCIL OF SAN DIEGO RESOLUTION NO. R-298574 DATED NOV. 3, 2003

SHEET 1 OF 4

<b>SAN DIEGO GAS &amp; ELECTRIC</b> SAN DIEGO, CALIFORNIA		ORIGINATOR:	BLR	OK TO INSTALL:	PROJECT NO.		
		SURVEYED BY:	NOLTE/DAC	R/W OK:	CONST. NO.		
<b>EASEMENT RENEWAL</b> I-8 @ MORENA BLVD SAN DIEGO		DRAWN BY:	NOLTE/AAW	DATE:	DRAWING NO.		
		DATE:	3-25-05	THOS. BROS.	S-3333-431		
		SCALE:	1"=100'				
NO.	SUPPLEMENTS	DATE:	BY	APP'D			
1	AREAS OF RIGHT OF WAY BY BLOCK/LOT	B-3-05	GJC				
2	ADDED R/W AREA M TO TABLE & ELIMINATED POLE LINE S/O 838685 PER REQUEST DATED 11-22-05 BY PMT	01-17-06	AAW				
3	ELIMINATED POLE LINE FROM 838652 TO 276585 & ADDED VARIES TASK PER REQUEST DATED 11-22-05 BY PMT	02-09-06	AAW				





THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE LAND SURVEYOR'S ACT ON MARCH 06, 2006.

*James M. Hart*  
 JAMES M. HART LS 8023

SDGE EASEMENTS REC'D 1-27-1967  
 FILE #12391 OF OFFICIAL RECORDS

PM 19272  
 2003-0812301  
 7-9-2003

SHEET 3 OF 4

**SAN DIEGO GAS & ELECTRIC**  
 SAN DIEGO, CALIFORNIA

**EASEMENT RENEWAL**  
 I-8 @ MORENA BLVD  
 SAN DIEGO

ORIGINATOR: BLR	OK TO INSTALL:	PROJECT NO.
SURVEYED BY: NOLTE/DAC	R/W OK:	CONST. NO.
DRAWN BY: NOLTE/AAW	DATE:	DRAWING NO. S-3333-431
DATE: 3-25-05	THOS. BROS. 1268-F4	
SCALE: 1"=100'		

NO.	SUPPLEMENTS	DATE:	BY	APP'D
1	AREAS OF RIGHT OF WAY BY BLOCK/LOT			
2	ADDED R/W AREA M TO TABLE & ELIMINATED POLE LINE S/O 838685 PER REQUEST DATED 11-22-05 BY PMT	8-3-05	GJC	
3	ELIMINATED POLE LINE FROM 838652 TO 276585 & ADDED VARIES TASK PER REQUEST DATED 11-22-05 BY PMT	01-17-06	AAW	
		02-09-06	AAW	

PR NUMBER	PARCEL-BLOCK/LOT	R/W AREA BY PARCEL ID# DESIGNATOR	AREA
03206736-05	BLOCK 351/2	A	5112.47 SQ FT
03206736-05	BLOCK 351/3	B	483.52 SQ FT
03206736-05	BLOCK 351/3	C	1574.21 SQ FT
03206736-05	BLOCK 351/4	D	17794.71 SQ FT
03206736-05	BLOCK 351/1	E	148.25 SQ FT
03206726-05	BLOCK 350/3	F	8022.46 SQ FT
03206726-05	BLOCK 350/4	G	405.48 SQ FT
03206728-05	BLOCK 360/1	H	3159.85 SQ FT
03206727-05	BLOCK 361/2	I	16443.96 SQ FT
03206727-05	BLOCK 361/1	J	15496.41 SQ FT
03206727-05	BLOCK 361/4	K	3704.74 SQ FT
03206726-05	BLOCK 362/2	L	78.17 SQ FT
	FT STOCKTON ST (CLSD)	M	6593.65 SQ FT
		TOTAL	79017.88 SQ FT
			= 1.814 ACRES

**100** = LOCATED WITHIN THE NORTH BAY REDEVELOPMENT PROJECT AREA  
DOC #1998-0330956  
(SEE PR #03206736 ITEM #7)

**102** = LOCATED WITHIN THE "MISSION VALLEY PRESERVE" - SD CITY COUNCIL RESERVED RIGHT TO EST UG PUBLIC SERVICE EASEMENTS DOC #2000-0343071  
(SEE PR #03206726 ITEM #6)

**103** = PORTION OF LOTS 1, 2 AND 4 IN BLOCK 352 OF OLD SAN DIEGO MISCELLANEOUS MAP NO. 40 - EASEMENT DOC #2003-1393185 SDGE R/W #081370  
(SEE PR #03206736 ITEM #10)



THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE LAND SURVEYOR'S ACT ON MARCH 06, 2006.

*James M. Hart*  
JAMES M. HART LS 8023

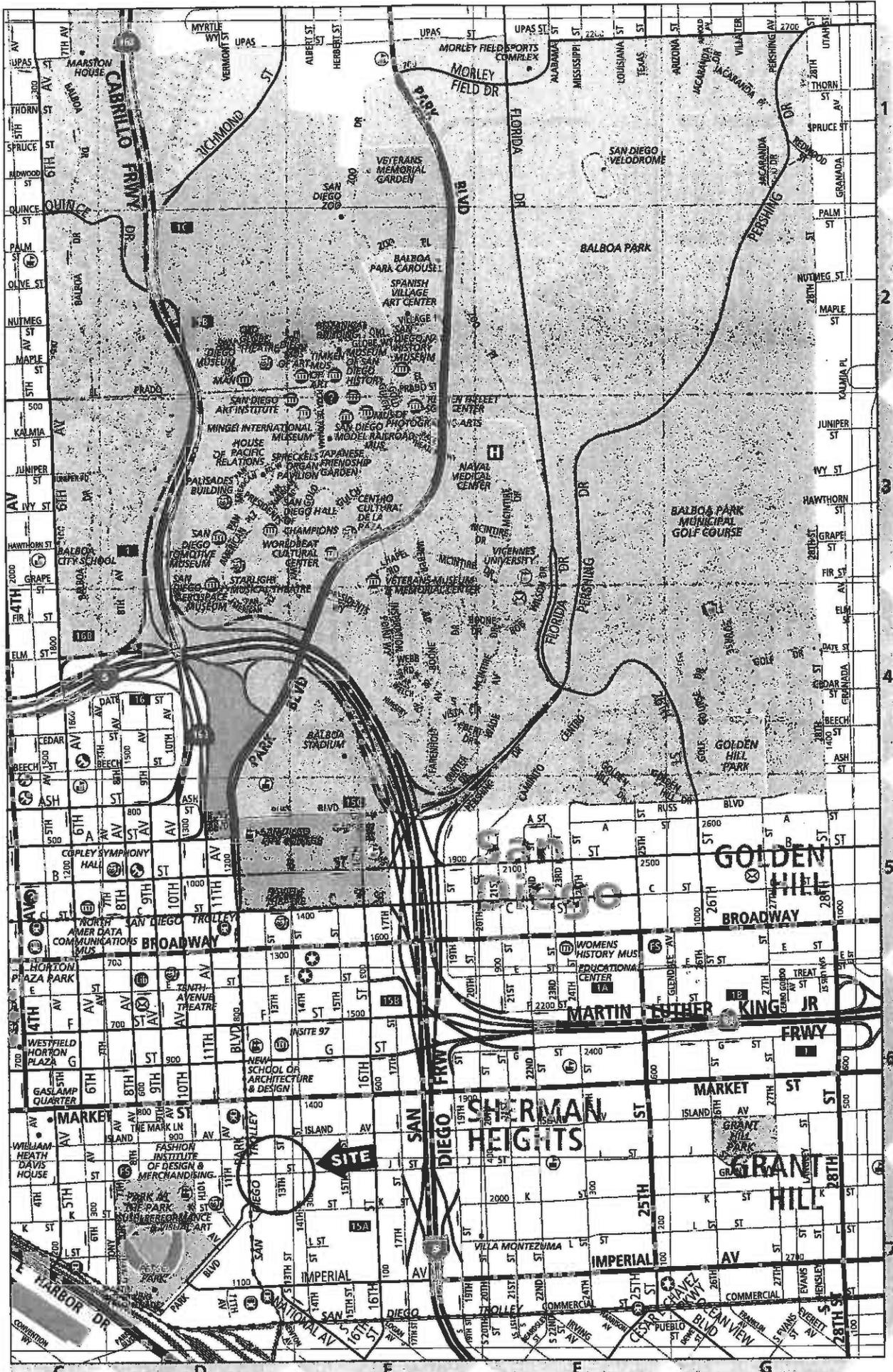
SHEET 4 OF 4

**SAN DIEGO GAS & ELECTRIC**  
SAN DIEGO, CALIFORNIA

**EASEMENT RENEWAL**  
1-8 @ MORENA BLVD  
SAN DIEGO

ORIGINATOR: BLR	OK TO INSTALL:	PROJECT NO.
SURVEYED BY: NOLTE/DAC	R/W OK:	CONST. NO.
DRAWN BY: NOLTE/AAW	DATE:	DRAWING NO.
DATE: 3-25-05	THOS. BROS. 1268-F4	<b>S-3333-431</b>
SCALE: 1"=100'		

NO.	SUPPLEMENTS	DATE:	BY	APP'D
1	AREAS OF RIGHT OF WAY BY BLOCK/LOT	8-3-05	GJC	
2	ADDED R/W AREA M TO TABLE & ELIMINATED POLE LINE S/O 838685 PER REQUEST DATED 11-22-05 BY PMT	01-17-06	AAW	
3	ELIMINATED POLE LINE FROM 838652 TO 276585 & ADDED VARIES TASK PER REQUEST DATED 11-22-05 BY PMT	02-09-06	AAW	



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.: 960595-010  
Const. No.: 2932790, 5005311  
APN No.: 535-362-16

Transfer Tax None  
**SAN DIEGO GAS & ELECTRIC COMPANY**

UTILITY, VAULT AND ACCESS EASEMENT

THE CITY OF SAN DIEGO, (Grantor), grants to SAN DIEGO GAS & ELECTRIC COMPANY, a corporation (Grantee), an easement and non-exclusive right of way in, upon, over, under and across the lands hereinafter described, and within the buildings and structures located thereon, at such locations agreed upon by Grantor and Grantee, to erect, construct, change the size of, improve, reconstruct, relocate, repair, maintain and use utility facilities, including but not limited to transformers, pads, vaults and underground conduits and cables all necessary for the transmission and distribution of electricity and for telephone, signal and communications purposes and provide unrestricted access to said utility facilities.

The property in which this easement and non-exclusive right of way is hereby granted is situated in the County of San Diego, State of California, described as follows:

Lots 1 of Parcel Map No. 19446, filed March 19, 2004 at File No. 2004-0226909 in the Office of the County Recorder of said County of San Diego.

Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed, any building or other structure, plant any tree or landscaping nor increase or decrease the ground surface elevations within this easement without prior written approval from Grantee, excepting from this restriction the buildings, structures and improvements as said buildings, structures and improvements are agreed upon by Grantor and Grantee prior to construction.

Grantor shall have no responsibility for maintaining Grantee's utility equipment. However, Grantor shall, at its own expense maintain in good condition any room or enclosure within which Grantee's utility and communication facilities are or will be installed and any halls, passage ways and doors necessary for Grantee's access. Further, Grantor shall keep all above said areas free and clear of all objects which would hinder Grantee in its operation and shall comply with all applicable federal, state and local statutes, ordinances, rules and regulations, including, but not limited to, State and/or Federal Occupational Safety and Health Acts and any safety orders of the California Public Utilities Commission.

Grantor understands that all doors, gates or other such facilities which restrict access to any utility and communication facility location shall be locked only with locking devices acceptable to Grantee and that Grantor will, upon Grantee's request, replace without cost to Grantee any existing locking device with a device acceptable to Grantee.

Grantor shall indemnify, save and hold harmless Grantee, its employees and agents from and against any and all claims, liability, loss, costs (including costs of defense), and expense for damages to property or for injuries to or death of persons, including, but not limited to, unproven claims of theft, to the extent caused by Grantor's failure to perform its obligations pursuant to this Utility and Access Easement. This indemnification shall specifically exclude any claims, liabilities, losses, costs and expenses arising out of in whole or in part due to (1) the negligence or willful misconduct of Grantee, its employees and agents, or (2) the failure of Grantee's equipment.

This easement shall at all times be subject to such change or modification by the Public Utilities Commission of the State of California as such Commission may from time to time direct in the exercise of its jurisdiction.

Grantor further grants to Grantee the right to assign any or all of the rights granted in this easement in whole or in part to other companies providing utility or communication facilities/services. Grantee shall notify Grantor, in writing, of any such assignment.

Grantor reserves the right to use the non-exclusive right of way for any purpose not inconsistent with Grantee's rights created herein.

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, heirs, executors, administrators, permittees, licensees, agents or assigns of Grantor and Grantee.

IN WITNESS WHEREOF, Grantor executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

THE CITY OF SAN DIEGO

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 11/23/10  
Drawn: LJimenez  
Checked: JA

#1120  
7/21/04

(R-2004-1219)

RESOLUTION NUMBER R- 299297

ADOPTED ON JUN 07 2004

WHEREAS, pursuant to R-298733, the City of San Diego has vacated the public right-of-way area of K Street, between 11<sup>th</sup> Avenue and 12<sup>th</sup> Avenue, in the City of San Diego, State of California, for the purpose of constructing a new library; and

WHEREAS, San Diego Gas & Electric Company, a provider of gas and electric services, [Permittee], currently maintains a 12 kV underground transmission line [Underground Facility] within the vacated area; and

WHEREAS, the Permittee's Underground Facilities will not interfere with construction of the public library; and

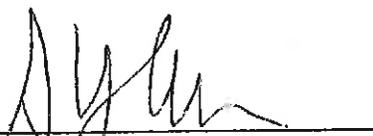
WHEREAS, the Permittee agrees to use their Underground Facilities within the vacated area, subject to the terms and conditions of the Use Permit on file in the Office of the City Clerk as Document No. RR - 299297.

NOW THEREFORE, BE IT RESOLVED, by the Council of the City of San Diego, that the City Manager be and he is hereby authorized and empowered to execute, for and on behalf of said City, a Use Permit Agreement with San Diego Gas & Electric Company, for maintaining underground installations in accordance with the terms of the Agreement on file in the office of the City Clerk as Document No. RR 299297, together with any reasonably necessary modifications or amendments thereto which do not increase project scope or cost and

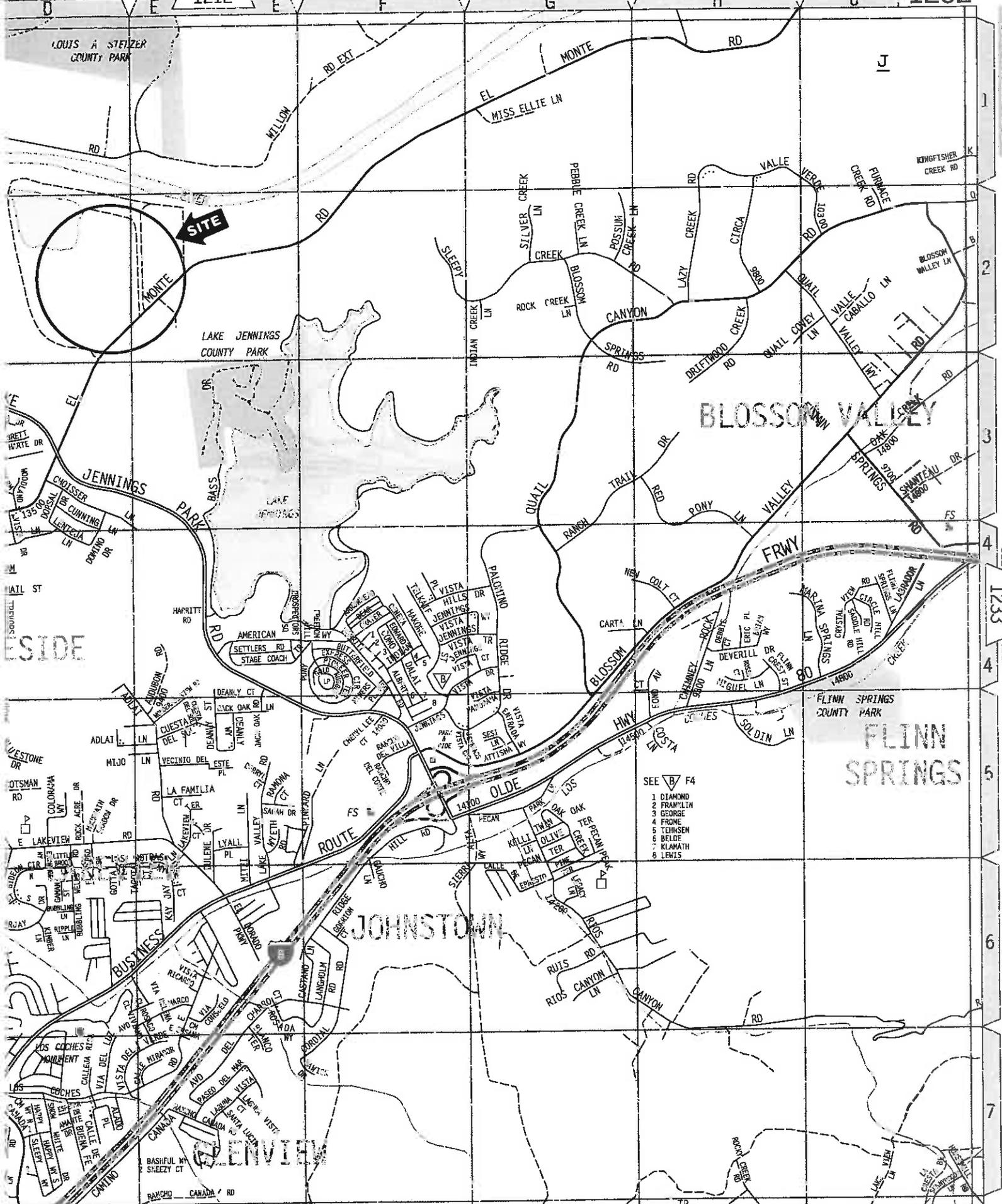
which the City Manager shall deem necessary from time to time in order to carry out the purposes and intent of this project and agreement.

APPROVED: CASEY GWINN, City Attorney

By

  
\_\_\_\_\_  
Susan Y. Cola  
Deputy City Attorney

SYC:sc  
05/11/04  
Aud.Cert. N/A  
Or.Dept: E&CP  
R-2004-1219



**SITE**

BLOSSOM VALLEY

JOHNSTOWN

FLINN SPRINGS

SEE B F4

- 1 DIAMOND
- 2 FRANKLIN LN
- 3 GEORGE
- 4 FRONE
- 5 TEHSEN
- 6 BELDE
- 7 KLAMATH
- 8 LEWIS

SAN JEROME CO.

SEE 1233 MAP

DETAILED

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  
Attn: Real Estate Transactions CP11D

SPACE ABOVE FOR RECORDER'S USE

Project No.: 061746-010

Transfer Tax:

Const. No.: 2944120

SAN DIEGO GAS & ELECTRIC COMPANY

APN No.: 402-070-05

EASEMENT

THE CITY OF SAN DIEGO, a California Corporation (Grantor), for valuable consideration grants to SAN DIEGO GAS & ELECTRIC COMPANY, a corporation (Grantee), an easement and right of way in, upon, over, under and across the lands hereinafter described in Parcel 2, to erect, construct, modify, improve, reconstruct, relocate, repair, maintain and use facilities consisting of:

1. Poles, wires, cables, and appurtenances for the transmission and distribution of electricity and related electrical purposes.

Grantee is further granted (i) the right of ingress and egress by a practical route or routes to, from, and along said easement in, upon, over, and across all that portion of the lands described in Parcel 1 below that Grantor owns on the date of this instrument, and (ii) the right to install the above described facilities at such locations and elevations as Grantee may now or hereafter deem convenient or necessary upon, along, over, through, under, and within said easement described in Parcel 2 below.

The property in which this easement and right of way is granted is located in the County of San Diego, State of California, and described as follows:

Parcel 1: The property in the aforesaid lands is more particularly described on the Exhibit "A", consisting of one (1) page, attached hereto and made a part hereof.

Parcel 2: The easement in the aforesaid lands shall be more particularly described on Exhibit "B", consisting of one (1) sheet, and shown and delineated on Exhibit "C", consisting of two (2) sheets, both attached hereto and made a part hereof.

Grantor further grants to Grantee the right, from time to time, to erect and maintain on Grantor's property described in Parcel 1, all emergency anchorages, equipment traffic barriers, and minor earth retaining structures as may be necessary in Grantee's sole discretion for the proper maintenance and protection of the facilities then in place. Grantee shall, however, not erect or maintain any non-emergency anchorages, equipment traffic barriers, and minor earth retaining structures unless and until Grantor has

provided its prior written consent thereto, which consent shall be given by approval of the City Mayor or his designee and which consent shall not be unreasonably withheld.

Grantor shall not erect, place, or construct nor permit to be erected, placed or constructed any building or other structure, plant any tree, drill or dig any well within this easement, without prior written consent of Grantee, which consent shall not unreasonably be withheld.

Grantor shall not increase or decrease the ground surface elevations within this easement after installation of Grantee's facilities without prior written consent of Grantee, which consent shall not unreasonably be withheld.

Notwithstanding the foregoing, subject to the review and written approval of improvement plans by Grantee for the adequate protection of Grantee's facilities in accordance with pertinent General Orders of the Public Utilities Commission of the State of California, Grantor retains the right to construct, reconstruct, and maintain aboveground structures, including but not limited to, fences, sidewalks, curbs, gutters, streets, or other improvements that require excavation and grading between ground surface and a maximum depth of 18 inches within said easement.

Grantee shall have all rights and powers, but is not hereby obligated, to (i) keep said easement free and clear from explosives, buildings, structures, and other materials and (ii) trim or remove trees and brush along or adjacent to this easement and remove roots from within this easement whenever Grantee deems it necessary. Said right shall not relieve Grantor of any obligation it may have under applicable laws as owner to trim or remove trees and brush to prevent danger or hazard to property or persons.

**GRANTOR SHALL NOT MAKE OR ALLOW ANY EXCAVATION OR FILL TO BE MADE WITHIN THIS EASEMENT WITHOUT FIRST NOTIFYING SAN DIEGO GAS & ELECTRIC COMPANY AND OBTAINING PERMISSION.**

In the event Grantee, in its sole discretion, determines that this easement is no longer required for the conduct of its business, Grantee shall (i) furnish Grantor upon demand a good and sufficient Quitclaim Deed, of all Grantee's right, title, and interest in and to this easement, and (ii) remove, without cost to Grantor, any facilities which were installed by Grantee at its expense; provided, however, Grantee shall not be obligated to remove any underground conduits or substructures. Notwithstanding the foregoing, in the event of non-use or abandonment of Grantee's facilities for a period of one year, Grantor retains the right to terminate this easement, and, upon written request, Grantee shall provide a Quitclaim Deed, as described above in subparagraph (i).

This easement and any covenants, conditions, and restriction contained herein shall run with the land and be binding upon and inure to the benefit of the successors, heirs, executors, administrators, permittees, licensees, agents, and assigns of Grantor and Grantee.

Grantor has executed this easement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CITY OF SAN DIEGO,  
a California Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Drawn	C. Echeverria
Checked	
Sketch	E-1294
Date	2/10/11

# EXHIBIT "B"

## LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 15 SOUTH, RANGE 2 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE U.S.G.L.O. PLAT APPROVED JUNE 16, 1903, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 12.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

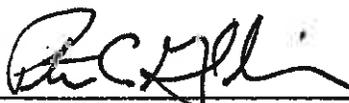
COMMENCING AT A FOUND CONCRETE COLLAR WITH 3 1/2 INCH BRASS DISC STAMPED "U.S. DEPT. OF AGRICULTURE C N1/16 S7 C LS 4926 1982 CADASTRAL SURVEY FOREST SERVICE" AS SET PER RECORD OF SURVBY MAP NO. 9233 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON DECEMBER 30, 1982, SAID MONUMENT MARKS THE CENTER NORTH 1/16 CORNER OF SAID SECTION 7 AND BEARS NORTH 00°30'05" EAST 1307.64 FEET (1307.80 FEET RECORD PER SAID RECORD OF SURVEY) FROM A FOUND 2 1/2 INCH ALUMINUM PIPE WITH 3 1/2 INCH BRASS CAP STAMPED "U.S. DEPT. OF AGRICULTURE T15S R2E C1/4 S7 LS 4926 1982 CADASTRAL SURVEY FOREST SERVICE" AS SET PER SAID RECORD OF SURVEY, SAID MONUMENT MARKS THE CENTER 1/4 CORNER OF SAID SECTION 7; THENCE SOUTH 44°11'07" EAST 876.79 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 23°07'00" WEST 251.40 FEET TO A POINT HEREINAFTER TO BE KNOWN AS POINT "A".

ALSO: STRIPS OF LAND 4.00 FEET IN WIDTH, THE CENTERLINES OF WHICH ARE DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "A"; THENCE NORTH 23°07'00" WEST 25.00 FEET.

BEGINNING AT SAID TRUE POINT OF BEGINNING; THENCE SOUTH 23°07'00" EAST 25.00 FEET.

CONTAINING 0.074 ACRE MORE OR LESS.

 1-25-11  
\_\_\_\_\_  
PETER C. GOLDING                      DATE  
PLS 4768

File No: 05724251

**EXHIBIT "A"**

All that certain real property situated in the County of San Diego, State of California, described as follows:

Lot 1 (Northwest Quarter of the Northwest Quarter), Northeast Quarter of the Northwest Quarter, Northwest Quarter of the Northeast Quarter, Southwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter, Section 7, Township 15 South, Range 2 East, San Bernardino Base and Meridian, In the County of San Diego, State of California.

Assessor's Parcel Number: **402-070-05-00**

CENTER NORTH 1/16 CORNER  
SECTION 7

FOUND CONCRETE COLLAR  
WITH 3 1/2" BRASS DISC  
PER ROS 9233 STAMPED:



**LEGEND**

▲ INDICATES FOUND MONUMENT  
AS NOTED.



CITY OF SAN DIEGO

BASIS OF BEARINGS PER ROS 9233  
S00°30'05"W 1307.64'(Meas) 1307.80'(Rec)

S44°11'07"E 876.79'  
(TIE LINE ONLY)

P-1  
SET 25' ANC

N23°07'00"W  
251.4'

N42°40'40"E  
289'

P173393 N85°23'43"W  
290'

PROPOSED SDG&E  
RIGHT-OF-WAY

SEE SHT 2 FOR PROFILE

P173394  
W/EXIST. 25' BI-ANC  
SET 25' ANC

ROS 9233  
82-400622  
12-30-82

SW1/4 NE1/4  
SEC 7  
T15S R2E  
SBM

FOUND 2 1/2"  
ALUMINUM PIPE  
WITH 3 1/2"  
BRASS DISC PER  
ROS 9233  
STAMPED:

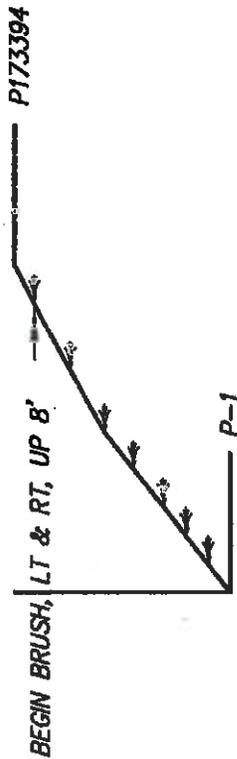


REF: ROS 9233  
SDG&E R/W  
ACQUISITION DWG

P.D.C. FILE: 3978-48.DWG  
SDG&E JOB: R110022/S110020

SHT 1 OF 2

<b>SAN DIEGO GAS &amp; ELECTRIC</b> SAN DIEGO, CALIFORNIA		ORIGINATOR: M. MATISOHN	OK TO INSTALL:	PROJECT NO. 061746-010
		SURVEYED BY: PDC/DLL	R/W OK:	CONST. NO. 2944120
<b>EL CAPITAN WELL</b> 16852 EL MONTE ROAD A SAN DIEGO, CA		DRAWN BY: PDC/RMN	DATE:	DRAWING NO. E-1294
		DATE: 1-25-11	THOS. BROS. 1233-F1	
		SCALE: 1"=200'		
NO.	SUPPLEMENTS	DATE:	BY:	APP'D
<b>EXHIBIT "C"</b>				



PROFILE SCALE  
 HORIZ 1"=200'  
 VERT 1"=50'

SHT 2 OF 2

<b>SAN DIEGO GAS &amp; ELECTRIC</b> SAN DIEGO, CALIFORNIA		ORIGINATOR: M. MATISOHN	OK TO INSTALL:	PROJECT NO. 061746-010
		SURVEYED BY: PDC/DLL	R/W OK:	CONST. NO. 2944120
<b>EL CAPITAN WELL</b> 16852 EL MONTE ROAD A SAN DIEGO, CA		DRAWN BY: PDC/RMN	DATE: THOS. BROS. 1233-F1	DRAWING NO. <b>E-1294</b>
		DATE: 1-25-11	SCALE: NONE	
		NO. SUPPLEMENTS		