

DOC # 2007-0795185



DEC 27, 2007 12:30 PM

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
GREGORY J. SMITH COUNTY RECORDER  
FEES: 38.00 WAIVER: 2  
DC. NA

PAGES: 9



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

4964

SPACE ABOVE FOR RECORDER'S USE

Project No.: 533696-010  
Const. No.: 2840220  
A.P.N.: 600-080-16  
Sketch# U-527

Transfer Tax None

SAN DIEGO GAS & ELECTRIC COMPANY

Agreement and Grant of Easement

**RW# 163833**

Rep  
91  
2W  
OCNA

WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Agreement and Grant of Easement**

Agency: Department of Fish and Game  
 Wildlife Conservation Board

Project: Hollenbeck Canyon - SDGE Easement  
 San Diego County

Parcels: Hollenbeck Canyon WLA  
 Expansion 1, Daley

APN: 600-080-16

THIS AGREEMENT AND GRANT OF EASEMENT ("Agreement") is made and entered into by and between the STATE OF CALIFORNIA, acting by and through the DEPARTMENT OF FISH AND GAME, WILDLIFE CONSERVATION BOARD, hereinafter called "State", and San Diego Gas and Electric Company, a corporation, hereinafter called "Grantee".

The State, pursuant to the provisions of Section 1348(c)(2) of the Fish and Game Code of the State of California hereby grants unto the Grantee, its successors and assigns forever, a non-exclusive easement and right of way in, over, under and across the lands herein described to erect, construct, change the size of, improve, reconstruct, relocate, repair, reconfigure, modify, operate, maintain, use and remove facilities consisting of poles, wires cables and appurtenances for the transmission and distribution of electricity ("Easement"). The above facilities will be installed at such locations and elevations upon, along, over and under the hereinafter described Easement as Grantee may now or hereafter deem convenient or necessary. Grantee has the right of ingress and egress, to, from and along this Easement in, upon, over and across the hereinafter described lands. [CONTINUES ON PAGES 2 AND 3]

The portion of real property affected by the grant of this Easement is located in the County of San Diego, State of California, and is more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference.

THE PROVISIONS FOLLOWING ON PAGES 2 AND 3 HEREOF CONSTITUTE A PART OF THIS AGREEMENT.

Dated: 10/2/07

**STATE:**

State of California  
 Department of Fish and Game  
 Wildlife Conservation Board

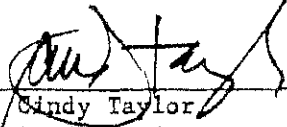
**GRANTEE:**

San Diego Gas and Electric Company

By:

  
 John P. Donnelly  
 Executive Director

By:

  
 Cindy Taylor  
 Land Services Manager

PROVIDED, this Agreement is subject to the following terms and conditions:

1. This Grant is subject to contracts, leases, licenses, easements, encumbrances, and claims executed or reduced to judgment prior to the date hereof which may affect said property and the use of the word "Grant" herein shall not be construed as a covenant against the existence of any thereof.
2. Grantee waives all claims against State, its officers, agents and employees, for loss or damage caused by, arising out of, or in any way connected with the exercise of this Easement, except those claims caused by, arising out of or in any way connected with a default under this Agreement by or the negligence or willful misconduct of State or its officers, agents and/or employees. Grantee agrees to save harmless, indemnify, and defend State, its officers, agents, and employees, from any and all loss, damage or liability which may be suffered or incurred by State, its officers, agents, and employees caused by, arising out of, or in any way connected with Grantee's negligence or willful misconduct in exercising its rights hereby granted, except those arising out of the negligence or willful misconduct of State or its officers, agents, representatives, contractors, employees, invitees and/or licensees.
3. Subject to subparagraphs A through D below, State reserves the right to use said real property in any manner, provided such use does not unreasonably interfere with Grantee's rights hereunder.
  - A. State grants to Grantee the right to erect and maintain on State's property adjacent to this Easement such anchorage as may be necessary for Grantee's purposes;
  - B. State shall not erect, place or construct, nor permit to be erected, placed or constructed, any building or other structure or permanent improvement, plant any tree, drill or dig any well within this Easement.
  - C. State shall not increase or decrease the ground surface elevation within this Easement after installation of Grantee's facilities, without prior written consent of Grantee, which consent shall not be unreasonably withheld.
  - D. State shall not grant, transfer, dedicate or convey any additional permanent easements, licenses, servitudes or rights-of-way, upon, over and across the real property affected by this Easement which unreasonably interferes with Grantee's use of the Easement or the rights granted to Grantee herein, provided, further, that State shall deliver to Grantee thirty (30) calendar days' prior written notice of any proposed easement, license, servitude or right-of-way that would permit construction of any permanent structure, wall or fence within eight (8) feet of any of Grantee's facilities within the Easement area.
4. This Easement shall terminate in the event Grantee fails for a continuous period of eighteen (18) months to use this Easement for the purposes herein granted. Upon such termination, Grantee shall forthwith upon service of written demand, deliver to State a quitclaim deed, to its right, title and interest hereunder, and shall, on State request, without cost to State, and within ninety (90) days from written demand by State, remove all property placed by or for Grantee upon said property and restore said premises as nearly as possible to the same condition in which said premises would have been but for Grantee's exercise of its rights under this Easement. In the event Grantee should fail to restore the premises in accordance with such request, State may do so, and all costs of such removal and restoration shall be paid by Grantee upon demand.
5. This Easement is a unified conveyance and shall not be assigned in part or otherwise disseminated, without the prior written consent of State. Notwithstanding the foregoing sentence, Grantee may assign the Easement to (a) any entity controlling, controlled by or under common control with Grantee in connection with any corporate reorganization or restructuring, (b) the surviving entity in the event of any merger with or by Grantee, and/or (c) the acquiring entity in the event of any sale of a majority of Grantee's shares or all or substantially all of Grantee's assets.

6. Grantee shall have the right, but not the duty, to trim or remove trees and brush along or adjacent to this Easement and to remove roots from within this Easement whenever Grantee deems it necessary. Grantee shall further have the right, but not the duty, to clear and keep this Easement clear from explosives, buildings, structures and materials.
7. The legal description for this Easement was prepared by Grantee pursuant to Section 8730 of the Business and Professions Code, State of California.
8. The plat map (Drawing U-527) for the location of the facilities in this Easement has been furnished to Grantee by Grantee's Surveyor, L.L.S. No. 4768.
9. This Easement shall be binding upon and inure to the benefit of successors, heirs, executors, administrators, permittees, licensees, agents or assigns of State and Grantee.

**Exhibit A**

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

That portion of Section 30, Township 17 South, Range 2 East, San Bernardino Meridian, in Rancho Jamul, as the same is fully described in the Patent from the United States of America to Maria A. Burton et al, recorded in Book 2, page 121 et seq., in the Office of the County Recorder of said County of San Diego, described in Parcel 1 of a Deed recorded May 16, as 2001-0311663 of Official Records of Said County of San Diego.

This 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 centerline:

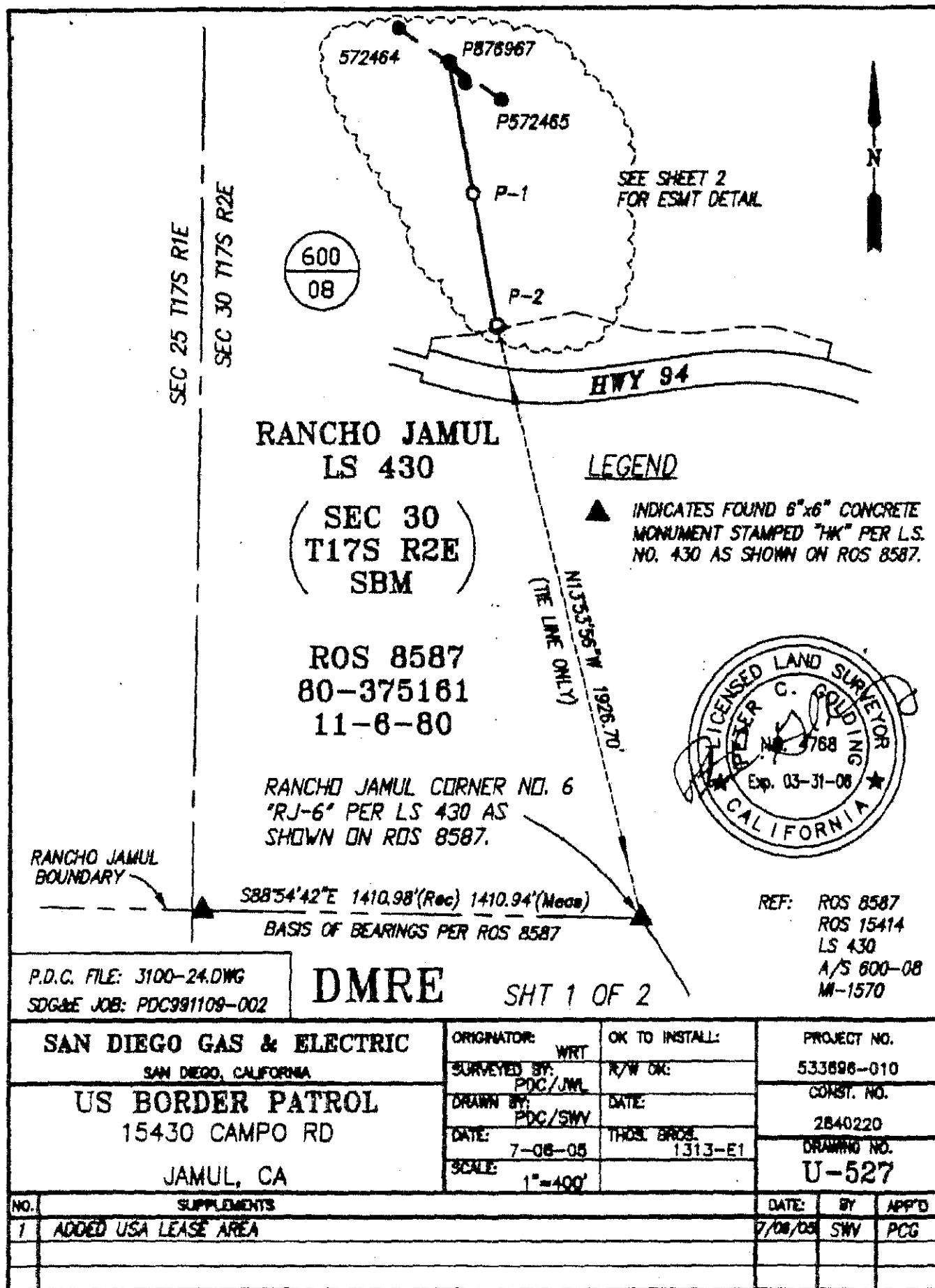
Commencing at a 6" by 6" concrete monument stamped "HK", marking Rancho Jamul Corner No. 6, "RJ-6", as shown on Record of Survey Map No. 8587, filed November 6, 1980 at File No. 80-375161 in the Office of the County Recorder of said County of San Diego, said Corner No. 6 bears South 88° 54' 42" East, 1410.94 feet (1410.98 feet, Record) from a point marking the boundary of said Rancho Jamul, as shown and delineated on said Record of Survey Map No. 8587; thence from said Corner No. 6, North 13° 53' 56" West, 1926.70 feet to the TRUE POINT OF BEGINNING of the centerline herein described; thence from said TRUE POINT OF BEGINNING, North 10° 40' 56" West, 822.1 feet to a point hereinafter known as Point "A".

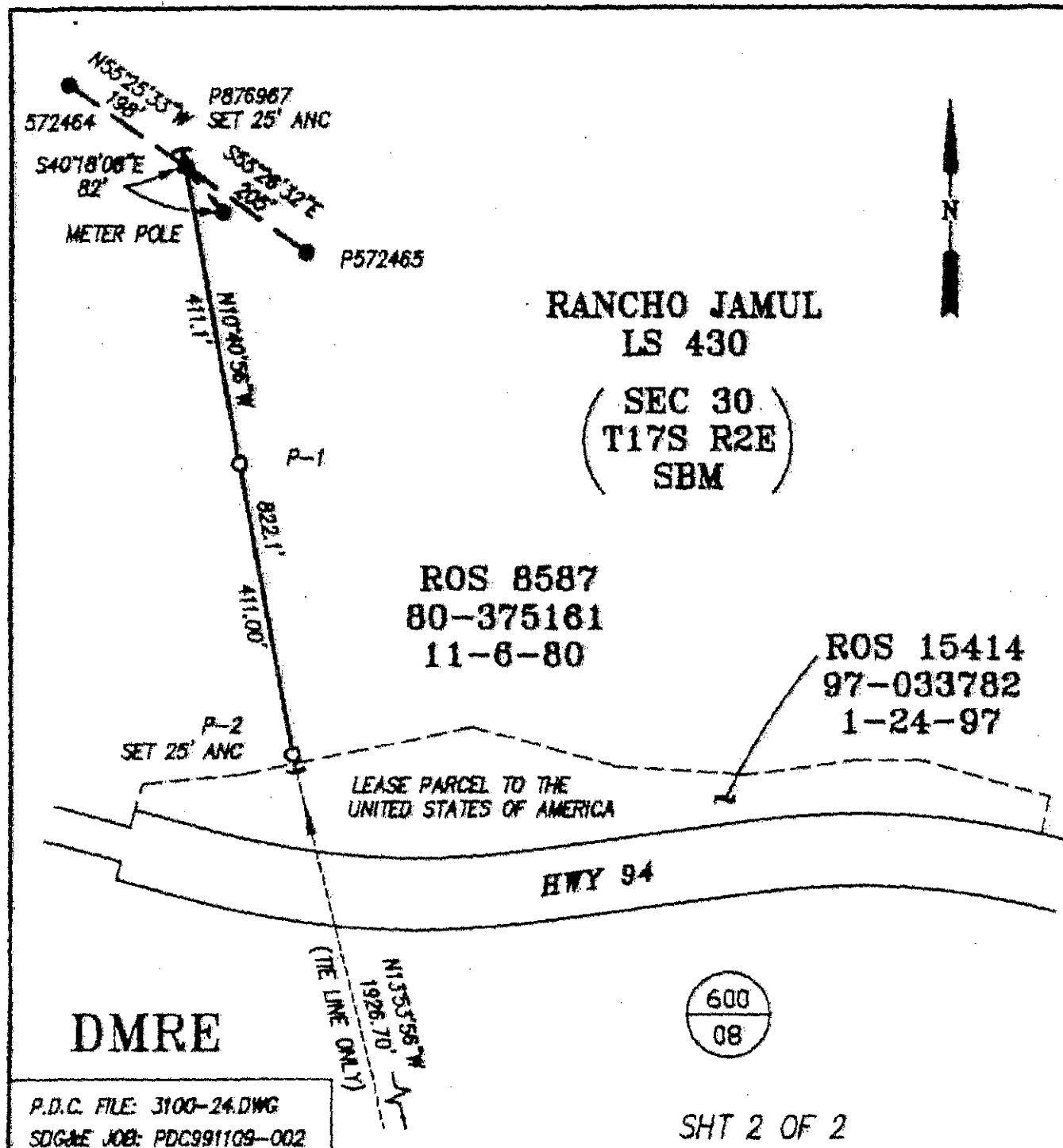
ALSO: Those certain strips of land 4.00 feet in width, being 2.00 feet measured at right angles on each side of the following described centerline:

1: BEGINNING at said TRUE POINT ON BEGINNING, thence South 10° 40' 56" East, 25.00 feet

2: BEGINNING at said Point "A", thence North 10° 40' 56" West, 25.00 feet.

REF : DRAWING NO. U-527





<b>SAN DIEGO GAS &amp; ELECTRIC</b> SAN DIEGO, CALIFORNIA		ORIGINATOR: WRT	OK TO INSTALL:	PROJECT NO. 533898-010	
<b>US BORDER PATROL</b> 15430 CAMPO RD JAMUL, CA		SURVEYED BY: PDC/JWL	R/W OK:	CONST. NO. 2840220	
		DRAWN BY: PDC/SWV	DATE: 7-06-05	DRAWING NO. U-527	
		DATE: 7-06-05	THOS. BRCS. 1313-E1		
		SCALE: 1"=200'			
NO.	SUPPLEMENTS	DATE	BY	APP'D	
1	ADDED USA LEASE AREA	7/06/05	SWV	PCG	

# ALL-PURPOSE ACKNOWLEDGMENT

4971

State of California

County of

SACRAMENTO

SS.

On

10/9/07

(DATE)

before me,

William L. Gallup, Notary Public

(NOTARY)

personally appeared

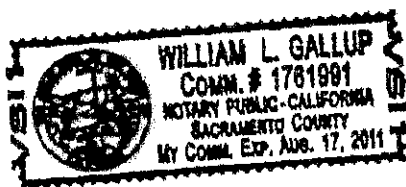
John P. Donnelly

SIGNER(S)

☒ personally known to me

- OR -

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



WITNESS my hand and official seal.

William L. Gallup

NOTARY'S SIGNATURE

## OPTIONAL INFORMATION

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

### CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER

TITLE(S)

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

### DESCRIPTION OF ATTACHED DOCUMENT

EDGE Easement

TITLE OR TYPE OF DOCUMENT

Hollabuck Canyon Hwy 94

NUMBER OF PAGES

B.P. Checkpoint

DATE OF DOCUMENT

OTHER

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT THUMBPRINT  
OF  
SIGNER

Top of thumbprint here



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

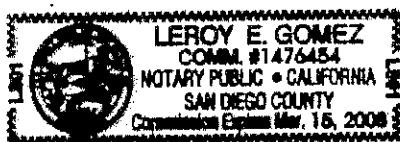
County of San Diego } ss.

On Nov. 28, 2007 before me, Leroy E. Gómez, Notary Public

personally appeared Cindy Taylor

Name(s) of Signer(s)

- ☒ personally known to me  
☐ proved to me on the basis of satisfactory evidence



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

WITNESS my hand and official seal.

Leroy E. Gomez  
 Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Agreement + Grant of Easement

Document Date: 10/09/2007 Number of Pages: 6

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: Cindy Taylor

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☒ Other: Land Services Manager

Signer is Representing: San Diego Gas + Electric Co.



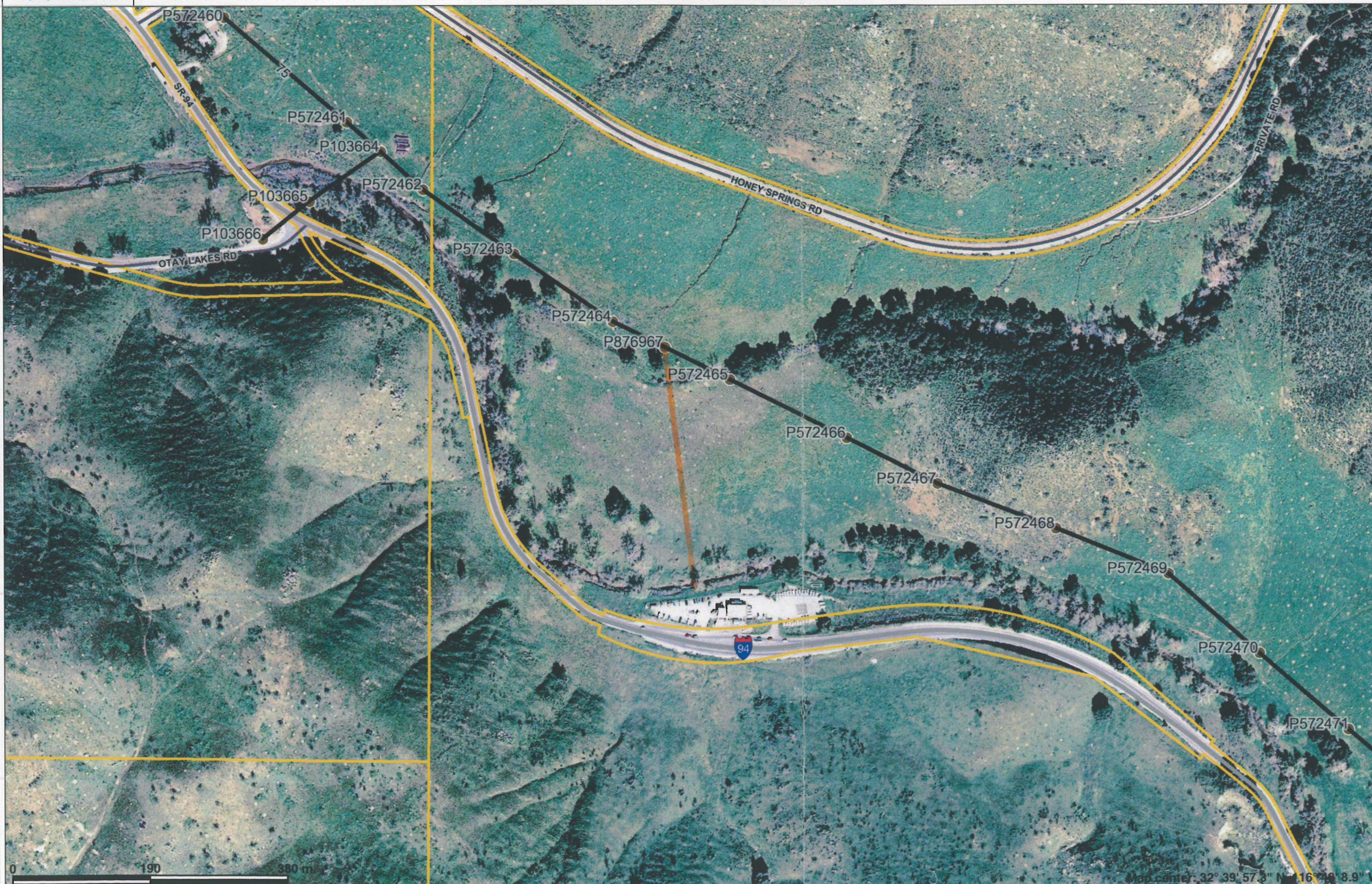


# US Border Patrol Checkpoint - SR-94/Otay Lakes Road



## Legend

- Circuits
- Structures
  - Tower
  - Steel
  - Wood
  - Pole
- Freeway
- Highway
- Major Roads
- Road Centerlines
- Orange County Roads
- Railroad
- Gas Transmission
- Transmission Tielines
  - 138kV
  - 230kV
  - 500kV
  - 69kV
- Electric Transmission Corridor
- Shaded
- Old or Quit claimed ROW
- Active ROW
- District Boundary
- SD County Parcels
- SDG&E Fee Property
- Lease
- NONE
- Owned
- Sold
- Lakes
- True Color 2005 SDN
- True Color 2005 SDS
- True Color 2005 ImpF
- True Color 2005 Imp



SDG&E is providing this map to you as a courtesy. SDG&E does not represent that the information contained herein is accurate. SDG&E disclaims all warranties, express or implied, including the warranty of fitness for a particular purpose. You are solely responsible for selecting this map to use and you are solely responsible for any consequences resulting from your use. Reproduction, duplication, or modification of this map is not allowed without permission from Land Services GIS.

**PROPOSED SDG&E FACILITY**



Scale: 1:5,414

Map center: 32° 39' 57.3" N 116° 48' 8.9" W