

**AGREEMENT FOR PROVISION OF
FIRE PROTECTION SERVICES**

THIS AGREEMENT FOR PROVISION OF FIRE PROTECTION SERVICES ("Agreement"), is made and entered into as of April 3, 2011 by and between the San Diego Rural Fire Protection District ("the District"), and Energia Sierra Juarez U.S. Transmission LLC, a wholly owned subsidiary of Sempra Energy, ("the Provider") (the District and the Provider may be referred to in this Agreement individually as a "Party" and collectively referred to as "the Parties").

RECITALS

WHEREAS, the Provider has applied to San Diego County ("the County") to construct a 230\500 KV Power line project and connect to a proposed transformer yard in Jacumba, CA ("the Project") under ESJ Gen-Tie Project (MUP 09-008); and

WHEREAS, as a condition of the County's approval, the Provider is required to procure fire protection services for the Project; and

WHEREAS, the Provider desires to contract with the District for fire protection services for the Project; and

WHEREAS, the District desires to provide fire protection services for the Project as agreed herein.

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

The above-listed recitals are true and correct and are hereby incorporated by reference.

1. The Property

The legal description of the Project site is contained in Exhibit "A" attached hereto and incorporated by this reference.

2. Scope of Services

Provided that the Provider timely complies with each of its obligations under this Agreement, the District agrees to provide fire protection services to the Project, as more fully expressed in the Scope of Services attached hereto as Exhibit "B" and incorporated by this reference (the "Fire Services"). The District shall issue a will-serve letter to the Provider for the Project upon receipt of all of the following: (a) confirmation that the Deposit (as defined below) has been delivered to the Escrow Depository (as defined below); and (b) documentation that establishes legal access to the Project site as provided in Section 7, below.

3. Term

This Agreement shall be effective as of _____, 2011 (the "Effective Date"). The initial term of the Agreement is for a period of fifteen (15) years ("Initial Term") from the date on which construction of the Project begins. The Provider shall provide the District with written notice when construction on the Project commences (the "Construction Notice"), with a copy of the Construction Notice to the Escrow Depository. During the last year of the Initial Term, the Parties will meet to discuss the Agreement and possible amendments or modifications thereto. Unless otherwise amended, after the Initial Term this Agreement shall be automatically renewed thereafter for consecutive one-year periods (each referred to as "Renewal Term") for the life of the Project. This Agreement shall terminate automatically upon the termination of the Project. The Project shall be considered terminated if: (a) construction of the Project is permanently halted prior to completion; or (b) after completion of the Project, the power line is permanently de-energized.

4. Compensation

If the Project constructed by the Provider is a 500kV power line (the "Larger Project"), Provider shall pay the District a fee of Twenty-Three Thousand Nine Hundred Fourteen Dollars (\$23,914.00) for each of the first five years of the Initial Term, or through 2016, whichever is earlier. If the Project constructed by the Provider is a 230kV power line (the "Smaller Project"), the Provider shall pay the District a fee of Fourteen Thousand Six Hundred Fourteen Dollars (\$14,614.00) for each of the first five years of the Initial Term, or through 2016, whichever is earlier. For each remaining year of the Initial Term, the amount of the annual fee shall increase by three percent (3%) over the preceding year. Payment for the first calendar year or partial calendar year of the Initial Term is due on commencement of construction, and thereafter on the tenth day of each calendar year in advance. The amount of the annual fee shall be prorated for any partial months. For each Renewal Term, the amount of the annual fee shall increase by three percent (3%) over the preceding annual term. No annual fee is due to the District, and the District is not obligated to provide Fire Services to the Project, unless and until construction of the Project commences.

Concurrently with execution of this Agreement, the Provider shall: (a) execute irrevocable escrow instructions substantially in the form attached hereto as Exhibit "C" and incorporated by this reference (the "Irrevocable Escrow Instructions"); (b) deliver the signed Irrevocable Escrow Instructions to the Escrow Depository defined therein, with a copy to the District; and (c) deposit with the Escrow Depository the amount of \$19,264 (the "Deposit"), which is the average of the two applicable fees. The Provider acknowledges and agrees that the Escrow Depository shall release the Deposit to the District without further action by the Provider upon the earlier of: (x) delivery of the Construction Notice to the Escrow Depository by either the Provider or the District; or (y) if the Provider fails to timely deliver the Construction Notice to the District and the Escrow Depository, by delivery to the Escrow Depository, with a copy to the Provider, of a declaration signed under penalty of perjury by an authorized representative of the District stating that construction on the Project has commenced (the "Declaration"). If

the Larger Project is constructed, the Provider shall pay to the District an additional \$4,650 concurrently with delivery of the Construction Notice to the District, provided that if the Provider fails to timely deliver the Construction Notice to the District, the Provider shall pay the additional \$4,650 to the District immediately upon receipt of the Declaration. If the Smaller Project is constructed, the Provider will be credited \$4,650 towards the second year's payment. All annual payments shall be due no later than the day before construction is commenced and each annual anniversary thereafter.

5. Approvals

The Parties agree that this Agreement is contingent upon the Provider's ability to obtain all governmental licenses, permits and/or approvals deemed necessary by the Provider for the Project, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits and construction permits (collectively, the "Government Approvals"). If the Provider is not able to obtain the Government Approvals, or for any other reason does not begin construction of the Project by June 1, 2013, this Agreement shall terminate, the District shall not be obligated to provide the Fire Services to the Project, and no compensation shall be due to the District under this Agreement.

6. Indemnification

The Provider shall indemnify, defend and hold the District harmless from and against any and all injury, loss, claims, damages, liabilities, costs, and expenses (including reasonable attorney's fees and court costs) arising from or related to or claimed to be caused by the installation, use, maintenance, repair, removal, and/or any other work or service for the Project, except to the extent attributable to the sole negligence or sole willful misconduct of the District, its employees, agents, or independent contractors.

7. Access

At all times during the term of this Agreement, the District shall have twenty-four (24) hours per day, seven (7) days per week, pedestrian and vehicular access to and over the Project site for purposes of providing services as required by this Agreement. The Provider shall demonstrate, by legal documentation, legal access to the Project site concurrent with execution of this Agreement.

8. Intentionally Omitted.

9. Maintenance/Utilities

The Provider agrees to keep and maintain the Project site in good condition and clear of hazardous substances so as to avoid and prevent the creation and/or maintenance of fire hazards.

10. Non-Assignability

Neither Party may assign, sell or transfer its interests under this Agreement except upon prior written approval of the other Party. Such approval shall not be unreasonably withheld or delayed.

11. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect unimpaired by the holding.

12. Project Site Safety

Unless otherwise provided by the Scope of Services in this Agreement, the District, its employees, agents and independent contractors are not responsible for general Project site conditions during the term of the Project. The Parties acknowledge that Provider has primary responsibility for Project site conditions, including safety of all persons and property.

13. Breach

Failure to abide by any material terms of this Agreement shall constitute a breach of this Agreement. Upon written notice from the non-breaching party, the breaching party shall have fifteen (15) calendar days to cure the breach.

14. Jurisdiction, Venue, and Attorney Fees

The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California. If any legal action is instituted between or among the District, the Provider, and/or the Escrow Depository in connection with this Agreement and/or the Irrevocable Escrow Instructions, then the prevailing Party(ies) shall be entitled to recover from the losing Party(ies) all of its/their costs and expenses, including court costs and reasonable attorneys' fees, accruing from the date the dispute began.

15. Successors in Interest

This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any Party's successor in interest.

16. Integration

This Agreement and the Exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters

covered in this Agreement. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties and an amendment to this Agreement agreed to by both Parties. All prior negotiations and agreements are merged into this Agreement.

17. Counterparts

This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

18. No Waiver

No failure of either the District or Provider to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

19. Signing Authority

The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

20. Notices

Except as otherwise specifically provided in this Agreement, all notices and demands herein required to be given by the District to the Provider or by the Provider to District shall be in writing and delivered in person or by registered or certified mail or by telegraph.

(a) Notices and demands delivered to Lessor by mail or telegraph shall be addressed to it at:

Chief Dave Nissen
San Diego Rural Fire Protection District
14024 Peaceful Valley Ranch Road
Jamul, CA 91935
Phone: (619) 669-1188
Facsimile: (619) 669-1798

Copy to:

Cynthia L. Eldred, Esq.
The Law Office of Cynthia L. Eldred, APC
2481 Congress Street
San Diego, CA 92110
Phone: (619) 233-7366
Facsimile: (619) 233-7390

(b) Notices and demands delivered to the Provider by mail or telegraph shall be addressed to it at:

Attn. Alberto Abreu
Energia Sierra Juarez U.S. Transmission, LLC
101 Ash Street, HQ 14
San Diego, CA 92101

Copy to:

Attn: General Counsel
Sempra Generation
101 Ash Street
San Diego, CA 92101

(c) Any such notice or demand shall be deemed served at the time of delivery if delivered in person, or on the business day following deposit thereof in the U.S. Mail where sent by registered or certified mail, or on notification of delivery by the telegraph company where sent by telegraph.

Energia Sierra Juarez U.S. Transmission LLC San Diego Rural Fire Protection District

By Joseph H Rowley
Title Vice President

By [Signature]
Title Director

Exhibit "A"

Legal Description of the Project Site

[to be attached]

Exhibit "A"

LEGAL DESCRIPTION

File Number: 190970

554

PARCEL A-1:

PARCEL "B" OF THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED JULY 10, 2008 AS FILE NO. 2008-0368922 OF THE OFFICIAL RECORDS OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF GOVERNMENT LOTS 12 AND 13 OF SECTION 12, TOGETHER WITH A PORTION OF GOVERNMENT LOTS 11 AND 14 OF SECTION 12, TOGETHER WITH A PORTION OF GOVERNMENT LOT 9 OF SECTION 11, AND A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, AND A PORTION OF THE NORTH HALF OF THE NORTHEAST CORNER OF SECTION 11, ALL IN TOWNSHIP 18 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF GOVERNMENT LOT 9 OF SAID SECTION 12; THENCE ALONG THE NORTHERLY LINE OF GOVERNMENT LOTS 9 AND 10 OF SAID SECTION 12, SOUTH 84°27'00" WEST, 2223.54 FEET TO THE NORTHEAST CORNER OF GOVERNMENT LOT 11 OF SAID SECTION 12; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 11, SOUTH 89°33'00" WEST, 743.06 FEET TO THE TRUE POINT OF BEGINNING THENCE LEAVING SAID NORTHERLY LINE PARALLEL WITH THE EAST LINE OF GOVERNMENT LOT 9 OF SAID SECTION 12, SOUTH 00°33'00" WEST, 1234.66 FEET TO THE NORTHERLY LINE OF SAID GOVERNMENT LOT 14; THENCE CONTINUING ALONG SAID PARALLEL LINE SOUTH 00°33'00" WEST, 1180.03 FEET TO THE SOUTHERLY LINE OF SAID LOT 14; THENCE ALONG THE SOUTHERLY LINE OF SAID LOTS 14 AND 13, AND ALONG THE SOUTHERLY LINE OF GOVERNMENT LOT 9 OF SAID SECTION 11, SOUTH 84°35'00" WEST, 3472.08 FEET TO A LINE DRAWN PARALLEL WITH AND DISTANT 1194.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF SAID SECTION 11; THENCE ALONG SAID PARALLEL LINE NORTH 07°11'00" EAST, 1514.08 FEET TO THE NORTHWEST CORNER OF THE EAST 1194.00 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE IN A STRAIGHT LINE TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, NORTH 01°09'11" WEST, 1247.42 FEET TO SAID NORTHEAST CORNER; THENCE ALONG THE NORTHERLY LINE OF SAID SECTION 11, SOUTH 89°05'00" EAST, 1386.48 FEET TO THE NORTHWEST CORNER OF SAID SECTION 12; THENCE ALONG THE NORTHERLY LINE OF SECTION 12, NORTH 89°33'00" EAST, 1929.29 FEET TO THE TRUE POINT OF BEGINNING.

RESERVING THEREFROM THAT PORTION OF THE FOLLOWING DESCRIBED 40-FOOT WIDE ROAD AND UTILITY BASEMENT LYING THEREIN. ALSO, AN EASEMENT, 40 FEET WIDE, FOR ROAD AND UTILITY PURPOSES, TO BE USED IN COMMON WITH OTHERS, THE SOUTHERLY LINE OF SAID BASEMENT TO BE PARALLEL WITH AND 40 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE, OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 18 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO

File No.: 190970
0015CG

stewart
the guaranty company
Page 6 of 12

UNITED STATES GOVERNMENT SURVEY THEREOF, AND PARALLEL WITH AND 40 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINES, OF LOTS 11 AND 12 OF SAID SECTION 12, AND ALSO THE EASTERLY LINE OF SAID EASEMENT TO BE PARALLEL WITH AND 40 FEET EASTERLY MEASURED AT RIGHT ANGLES TO THE WESTERLY LINES OF PARCEL 'C' OF THE ABOVE DESCRIBED CERTIFICATE OF COMPLIANCE.

555

THE SIDELINES OF THE BEFORE-MENTIONED EASEMENT ARE TO BE EXTENDED SO AS TO PROVIDE A CONTINUOUS 40-FOOT WIDE EASEMENT COMMENCING IN THE WESTERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 11 AND TERMINATING IN THE SOUTHERLY LINE OF SAID LOT 11.

EXCEPTING THEREFROM ALL COAL, OIL, GAS, AND OTHER MINERAL AND HYDROCARBON SUBSTANCES, AS RESERVED BY THE UNITED STATES OF AMERICA IN THAT CERTAIN PATENT RECORDED AUGUST 10, 1936 IN BOOK 541, PAGE 350 OF OFFICIAL RECORDS.

CONTAINING 196.4844 ACRES MORE OR LESS.

PARCEL A-2:

AN EASEMENT AND RIGHT OF WAY FOR ROAD AND UTILITY PURPOSES OVER, UNDER, ALONG, AND ACROSS THE NORTHERLY 40 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 18 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, LYING WESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THE SOUTHEASTERLY IN A STRAIGHT LINE TO THE NORTHWEST CORNER OF THE EAST 1194 FEET OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER, (SAID EAST 1194 FEET BEING MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF SAID SECTION 11.)

PARCEL A-3:

AN EASEMENT FOR ROAD PURPOSES OVER A STRIP OF LAND 40.00 FEET IN EVEN WIDTH LYING IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 18 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY, THE CENTER LINE OF SAID 40.00 FEET STRIP OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 2 DISTANT THEREON SOUTH 89°05' EAST, 26.10 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 2, THENCE NORTH 39°03' WEST, 987.38 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF THE STATE HIGHWAY, ROUTE 12, SECTION 6, AS SHOWN ON MISCELLANEOUS MAP NO. 116, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, JANUARY 29, 1931 THE SIDE LINES OF SAID 40.00 FOOT STRIP OF LAND TO BE PROLONGED OR SHORTENED, AS

NECESSARY, TO TERMINATE IN THE SOUTHEASTERLY LINE OF SAID STATE HIGHWAY AND IN THE SOUTH LINE OF SAID SECTION 2,

556

PARCEL B-1:

PARCEL "C" OF THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED JULY 10, 2008 AS FILE NO. 2008-0368922 OF THE OFFICIAL RECORDS OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF GOVERNMENT LOTS 9 AND 10, AND A PORTION OF GOVERNMENT LOT 11 OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF GOVERNMENT LOT 9 OF SAID SECTION 12; THENCE ALONG THE NORTHERLY LINE OF GOVERNMENT LOTS 9 AND 10 OF SAID SECTION 12, SOUTH 84°27'00" WEST; 2223.54 FEET TO THE NORTHEAST CORNER OF GOVERNMENT LOT 11 OF SAID SECTION 12; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 11, SOUTH 89°33'00" WEST, 743.06 FEET;

THENCE LEAVING SAID NORTHERLY LINE PARALLEL WITH THE EAST LINE OF SAID GOVERNMENT LOT 9, SOUTH 00°33'00" WEST, 1234.66 FEET TO THE SOUTHERLY LINE OF SAID GOVERNMENT LOT 11; THENCE ALONG THE SOUTHERLY LINE OF SAID GOVERNMENT LOTS 11, 10 AND 9, NORTH 84°35'00" EAST, 2969.99 FEET TO THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 9; THENCE ALONG THE EASTERLY LINE OF SAID GOVERNMENT LOT 9, NORTH 00°33'00" EAST, 1175.18 FEET TO THE TRUE POINT OF BEGINNING.

RESERVING THEREFROM THAT PORTION OF THE FOLLOWING DESCRIBED 40-FOOT WIDE ROAD AND UTILITY EASEMENT LYING THEREIN, ALSO, AN EASEMENT, 40 FEET WIDE, FOR ROAD AND UTILITY PURPOSES, TO BE USED IN COMMON WITH OTHERS. THE SOUTHERLY LINE OF SAID EASEMENT TO BE PARALLEL WITH AND 40 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE, OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 18 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY THEREOF, AND PARALLEL WITH AND 40 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINES, OF LOTS 11 AND 12 OF SAID SECTION 12, AND ALSO THE EASTERLY LINE OF SAID EASEMENT TO BE PARALLEL WITH AND 40 FEET EASTERLY MEASURED AT RIGHT ANGLES TO THE WESTERLY LINES OF THE HEREIN DESCRIBED PARCEL 'C'.

THE SIDELINES OF THE BEFORE-MENTIONED EASEMENT ARE TO BE EXTENDED SO AS TO PROVIDE A CONTINUOUS 40-FOOT WIDE EASEMENT COMMENCING IN THE WESTERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 11 AND TERMINATING IN THE SOUTHERLY LINE OF SAID LOT 11.

EXCEPTING THEREFROM ALL COAL, OIL, GAS, AND OTHER MINERAL AND HYDROCARBON SUBSTANCES, AS RESERVED BY THE UNITED STATES OF AMERICA IN THAT CERTAIN PATENT RECORDED AUGUST 10, 1936 IN BOOK 541, PAGE 350 OF OFFICIAL RECORDS.

CONTAINING 80.0224 ACRES MORE OR LESS.

File No.: 190970
0015CG

PARCEL B-2:

557

AN EASEMENT AND RIGHT OF WAY FOR ROAD AND UTILITY PURPOSES OVER, UNDER, ALONG, AND ACROSS THE NORTHERLY 40 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 18 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, LYING WESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THE SOUTHEASTERLY IN A STRAIGHT LINE TO THE NORTHWEST CORNER OF THE EAST 1194 FEET OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER, (SAID EAST 1194 FEET BEING MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF SAID SECTION 11.)

PARCEL B-3:

AU EASEMENT FOR ROAD PURPOSES OVER A STRIP OF LAND 40.00 FEET IN EVEN WIDTH LYING IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 18 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY, THE CENTER LINE OF SAID 40.00 FEET STRIP OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 2 DISTANT THEREON SOUTH 89°05' EAST, 26.10 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 2, THENCE NORTH 39°03' WEST, 987.38 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF THE STATE HIGHWAY, ROUTE 12, SECTION 6, AS SHOWN ON MISCELLANEOUS MAP NO. 116, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, JANUARY 29, 1931 THE SIDE LINES OF SAID 40.00 FOOT STRIP OF LAND TO BE PROLONGED OR SHORTENED, AS NECESSARY, TO TERMINATE IN THE SOUTHEASTERLY LINE OF SAID STATE HIGHWAY AND IN THE SOUTH LINE OF SAID SECTION 2.

PARCEL C-1:

PARCEL "A" OF THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED JULY 10, 2008 AS FILE NO. 2008-0368922 OF THE OFFICIAL RECORDS OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF GOVERNMENT LOTS 15 AND 16 AND A PORTION OF LOT 14 OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF GOVERNMENT LOT 9 OF SAID SECTION 12; THENCE ALONG THE NORTHERLY LINE OF GOVERNMENT LOTS 9 AND 10 OF SAID SECTION 12, SOUTH 84°27'00" WEST, 2223.54 FEET TO THE NORTHEAST CORNER OF GOVERNMENT LOT 11 OF SAID SECTION 12; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 11, SOUTH 89°33'00" WEST, 743.06 FEET; THENCE LEAVING SAID NORTHERLY

File No.: 190970
0015CG

stewart
— the geospatial company
Page 9 of 12

LINE PARALLEL WITH THE EAST LINE OF GOVERNMENT LOT 9, SOUTH 00°33'00" WEST, 1234.66 FEET TO THE NORTHERLY LINE OF SAID GOVERNMENT LOT 14 AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID PARALLEL LINE SOUTH 00°33'00" WEST, 1180.03 FEET TO THE SOUTHERLY LINE OF SAID LOT 14; THENCE ALONG THE SOUTHERLY LINE OF SAID LOTS 14, 15 AND 16, NORTH 84°35'00" EAST, 2969.99 TO THE SOUTHEAST CORNER OF SAID LOT 16; THENCE ALONG THE EASTERLY LINE OF SAID LOT 16, NORTH 00°33'00" EAST, 1180.03 TO THE NORTHEAST CORNER OF SAID LOT 16; THENCE ALONG THE NORTHERLY LINE OF SAID LOTS 16, 15 AND 14, SOUTH 84°35'00" WEST, 2969.99 FEET TO THE TRUE POINT OF BEGINNING.

RESERVING THEREFROM THAT PORTION OF THE FOLLOWING DESCRIBED 40-FOOT WIDE ROAD AND UTILITY EASEMENT LYING THEREIN. ALSO, AN EASEMENT, 40 FEET WIDE, FOR ROAD AND UTILITY PURPOSES, TO BE USED IN COMMON WITH OTHERS. THE SOUTHERLY LINE OF SAID EASEMENT TO BE PARALLEL WITH AND 40 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE, OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 18 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASH AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA; ACCORDING TO UNITED STATES GOVERNMENT SURVEY THEREOF, AND PARALLEL WITH AND 40 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINES, OF LOTS 11 AND 12 OF SAID SECTION 12, AND ALSO THE EASTERLY LINE OF SAID EASEMENT TO BE PARALLEL WITH AND 40 FEET EASTERLY MEASURED AT RIGHT ANGLES TO THE WESTERLY LINES OF PARCEL 'C' OF THE ABOVE DESCRIBED CERTIFICATE OF COMPLIANCE.

THE SIDELINES OF THE BEFORE-MENTIONED EASEMENT ARE TO BE EXTENDED SO AS TO PROVIDE A CONTINUOUS 40-FOOT WIDE EASEMENT COMMENCING IN THE WESTERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 11 AND TERMINATING IN THE SOUTHERLY LINE OF SAID LOT 11.

EXCEPTING THEREFROM ALL COAL, OIL, GAS, AND OTHER MINERAL AND HYDROCARBON SUBSTANCES, AS RESERVED BY THE UNITED STATES OF AMERICA IN THAT CERTAIN PATENT RECORDED 8-10-36 IN BOOK 541, PAGE 350 OF OFFICIAL RECORDS:

CONTAINING 80.0205 ACRES MORE OR LESS.

PARCEL C-2:

AN EASEMENT AND RIGHT OF WAY FOR ROAD AND UTILITY PURPOSES OVER, UNDER, ALONG, AND ACROSS THE NORTHERLY 40 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 18 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, LYING WESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THE SOUTHEASTERLY IN A STRAIGHT LINE TO THE NORTHWEST CORNER OF THE EAST 1194 FEET OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER, (SAID EAST 1194 FEET BEING MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF SAID SECTION 11.)

PARCEL C-3:

559

AU EASEMENT FOR ROAD PURPOSES OVER A STRIP OF LAND 40.00 FEET IN EVEN WIDTH LYING IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 18 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY, THE CENTER LINE OF SAID 40.00 FEET STRIP OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 2 DISTANT THEREON SOUTH 89°05' EAST, 26.10 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 2, THENCE NORTH 39°03' WEST, 987.38 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF THE STATE HIGHWAY, ROUTE 12, SECTION 6, AS SHOWN ON MISCELLANEOUS MAP NO. 116, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, JANUARY 29, 1931 THE SIDE LINES OF SAID 40.00 FOOT STRIP OF LAND TO BE PROLONGED OR SHORTENED, AS NECESSARY, TO TERMINATE IN THE SOUTHEASTERLY LINE OF SAID STATE HIGHWAY AND IN THE SOUTH LINE OF SAID SECTION 2.

Exhibit "B"

Scope of Services

The District will provide necessary fire suppression and emergency medical support services as the first responder/paramedic services provider and will stand by in a state of readiness to perform these duties when not engaged in active fire suppression or emergency services.

The District will engage in the control or extinguishment of a fire of any type and perform activities which are required for and directly related to the control and extinguishment of fires.

The District has the right to review all building plans to ensure that the plans comply with all applicable fire codes and regulations. The District's fire prevention inspectors may conduct periodic inspections of facilities to ensure that business operations are conducted in a safe manner and are consistent with all applicable fire suppression rules and regulations.

Exhibit "C"

Form of Irrevocable Escrow Instructions

[attached]



Chicago Title Company

701 "B" Street, Suite 760

San Diego, CA. 92101

Phone: (619) 230-6363 - Fax: (619) 230-6368

Escrow No: 930018199-U42

Officer: DuCharme, Della

Date: _____, 2011

IRREVOCABLE ESCROW AGREEMENT

This Irrevocable Escrow Agreement ("**Escrow Agreement**") is made and entered into as of _____, 2011 ("**Effective Date**"), by and among Energia Sierra Juarez U.S. Transmission LLC, a wholly owned subsidiary of Sempra Generation ("**Provider**"), the San Diego Rural Fire Protection District, a legal agency formed by the Board of Supervisors of the County of San Diego under the Fire Protection Law of 1961 ("**District**"), and Chicago Title Company, a California corporation ("**Escrow Holder**").

RECITALS

A. Provider and District have entered into that certain Agreement for Provision of Fire Protection Services as of the Effective Date ("**Fire Services Agreement**").

B. The Fire Services Agreement provides that Provider will deposit certain funds with an Escrow Holder. Provider and District have designated Chicago Title Company to act as such Escrow Holder and wish to provide joint written instructions to Escrow Holder as to the conditions under which the Deposit (defined below) will be held.

C. Chicago Title Company has agreed to act as Escrow Holder provided that it is understood that this is a limited escrow only and is being opened solely for the purposes set forth, and is subject only to the terms and conditions contained, in this Escrow Agreement.

NOW, THEREFORE the parties agree as follows.

AGREEMENTS

1. **Incorporation of Recitals.** The recitals set forth above are incorporated and by this reference are made a part of this Section 1 as if said recitals were set forth in full as warranties and covenants.

2. **Notice of Licensing Agency.** As required by California State law, the parties are hereby notified that CHICAGO TITLE COMPANY is licensed by the California Department of Insurance.

3. **Fire Services Agreement.** Escrow Holder has not been provided with a copy of the Fire Services Agreement, and Escrow Holder is to have no concern or liability with the contents, terms or conditions of same. Escrow Holder shall only be concerned with this Escrow Agreement, which constitutes the full and complete instructions to Escrow Holder. Without affecting the foregoing or Escrow Holder, Provider and District agree that, as between themselves, to the extent that any terms in this Escrow Agreement vary from the terms in the Fire Services Agreement, the terms of the Fire Services Agreement shall govern.

4. **Deposit.** Concurrently with execution of this Escrow Agreement and delivery of signatures to District and Escrow Holder, Provider will deposit the sum of **\$19,264.00**, (the "**Deposit**") with Escrow Holder. Upon receipt of the Deposit, Escrow Holder will do the following:

A. **Invest Funds** Place the Deposit into an interest bearing account with all interest accruing to the account of Provider. Concurrently with the deposit of a signed copy of this Escrow Agreement, Provider will provide Escrow Holder with the required IRS Form W-9 and Investment Instructions required to establish such account.

B. **Give Notice** Escrow Holder will send a written notice to Provider and to District at the address shown, confirming that the Deposit has been received by Escrow Holder:

To Provider:

Energia Sierra Juarez U.S. Transmission LLC
Attn: Alberto Abreu
101 Ash Street, HQ14
San Diego, CA 92101
Email: aabreu@semprageneration.com

With a Copy to:

Sempra Generation
Attn: General Counsel
101 Ash Street
San Diego, CA 92101
Email: scohen@semprageneration.com

To District:

San Diego Rural Fire Protection District
Chief Dave Nissen
San Diego Rural Fire Protection District
14024 Peaceful Valley Ranch Road
Jamul, CA 91935
Phone: (619) 669-1188
Facsimile: (619) 669-1798
Email: dave.nissen@fire.ca.gov

With a Copy to:

Cynthia L. Eldred, Esq.
The Law Office of Cynthia L. Eldred
2481 Congress Street
San Diego, CA 92110
Telephone: (619) 233-7366
Fax: (619) 233-7390
Email: cindy@eldredlaw.com

5. **Release of Cash Deposit.** Escrow Holder shall immediately release the Deposit upon the occurrence of one or more of the following events:

A. **Release to District** Escrow Holder will immediately, and without requirement for any further instructions, release the Deposit to District upon the earlier to occur of the following:

(1) **Provider Notice** Written notice from Provider to Escrow Holder, that construction has commenced or is about to commence on Provider's 230\500 KV Power line project sometimes referred to as the ESJ Gen-Tie Project (MUP 09-008) (the "Project"); or

(2) **District Declaration** Escrow Holder's receipt of a declaration signed under penalty of perjury by an authorized representative of the District stating that construction on the Project has commenced (the "Declaration").

B. **Joint Instructions** At any time, or from time to time, Provider and District may provide a joint written notice ("Joint Notice") to Escrow Holder as to the release of all or a portion of the Deposit and the interest thereon. Upon receipt of such Joint Notice, Escrow Holder shall release the Deposit or portions thereof, as provided in the Joint Notice.

C. **Court Order** Upon Escrow Holder's receipt of a conformed copy of an order from a court of competent jurisdiction, which specifically instructs Escrow Holder to disburse the funds, Escrow Holder will disburse the funds as provided in such order.

D. **Release on June 2, 2013** If, as of June 2, 2013 ("**Outside Termination Date**") the Deposit or any portion thereof remains in escrow, then this escrow shall

automatically terminate and Escrow Holder shall release to Provider the Deposit and any interest accrued thereon less any amounts owing to Escrow Holder. It is understood that Escrow Holder shall not be responsible for "calendarizing" the termination date, and if Escrow Holder discovers after such date that the escrow terminated, then at such later date Escrow Holder will disburse the funds to Provider.

6. **Limited Escrow.** It is understood and agreed that the obligations and responsibilities of Escrow Holder shall be **strictly limited to those specifically set forth in this Escrow Agreement,** Escrow Holder shall have no liability or concern for any acts not specifically described in this Escrow Agreement, including any acts to any third party or beneficiary. Escrow Holder is accepting this escrow based on the following representations of Provider and District.

A. **Legal Counsel** Escrow Holder has accepted this escrow based on the representations of Provider and District that each is represented by legal counsel.

B. **Action in Interpleaded** In the event of a controversy involving this escrow, Escrow Holder reserves the right, at Escrow Holder's option, to file an Action in Interpleaded.

7. **Escrow Holder's Fee.** Escrow Holder's fees for services herein shall be as follows and shall be paid by Provider.

A. Upon receipt of the Deposit and fully signed copies of this Escrow Agreement, Escrow Holder will be paid the sum of \$750.00, which covers Escrow Holder's fee for the first year.

B. If the escrow remains open after one (1) year, then Escrow Holder's fee for the second year shall be \$500.00, which shall be paid at the time the Deposit is released, or if the Deposit is returned to Provider, as provided in Section 5 D, will be deducted from such funds.

C. The above fees cover the basic services contemplated by this Escrow Agreement. In the event services are required which are in addition to those which would normally be contemplated by this Agreement, such additional services will be charged to Provider at a rate of \$250.00 per hour.

8. **General Conditions.**

A. **Counterparts** This Escrow Agreement may be executed in any number of identical counterparts, and each counterpart shall be deemed to be an original instrument, but all counterparts taken together shall constitute but a single instrument.

B. **Amendments** No amendments to this Agreement shall be effective unless they are in writing, executed by all parties and deposited into this escrow.

IN WITNESS WHEREOF, this Escrow Agreement has been executed by the parties effective as of the date indicated above.

DISTRICT

San Diego Rural Fire Protection District

By: _____
Name: _____
Its: _____

ESCROW HOLDER

Chicago Title Company, a California corporation

By: _____
Name: _____
Its: _____

PROVIDER

Energia Sierra Juarez U.S. Transmission LLC

By: _____
Name: _____
Its: _____