

STARY TRANSFER TAX \$ 88.00  
ATED ON FULL VALUE OF PROPERTY CONVEYED, OR  
COMPUTED ON FULL VALUE LESS LIENS ENCUM-  
BRANCES REMAINING THEREON AT TIME OF SALE.

TRANSFER TAX PAID  
HARLEY F. BLOOM, RECORDER

1749

80432  
TL 690  
692  
695

*San Diego Gas & Electric Co.*  
Signature of declarant or agent determining tax - Firm Name  
 Unincorporated Area  City of -----

NF(R)-23763

GRANT OF EASEMENT RDR

THIS INDENTURE, made the 23rd day of May,

1975, between the United States of America, herein called the Government,  
acting by and through the Department of the Navy, and the San Diego Gas  
& Electric Company, a corporation, herein called the Grantee.

WHEREAS, the Government owns that certain real property known and  
identified as the U. S. Marine Corps Base, Camp Pendleton, California,  
herein called the Base; and

WHEREAS, the Grantee has requested the conveyance of an easement for  
the construction, installation, maintenance, operation, patrol, repair  
and replacement of electrical power line facilities for the transmission  
and distribution of electricity, including all other appliances and  
fixtures for use in connection therewith, together with the necessary  
rights of ingress and egress by a practical route or routes for road and  
incidental purposes appurtenant to said electrical power lines through,  
in, upon, across, over and under that portion of the Based hereinafter  
described; and

WHEREAS, the Secretary of the Navy has found that the grant of such  
easement on the terms and conditions hereinafter stated is not incompatible  
with the public interest;

NOW, this Indenture witnesseth that, in consideration of Eighty  
Thousand Dollars paid by the Grantee to the Government, the Government  
hereby grants unto the said Grantee, and its successors and assigns, for  
a period of fifty (50) years from the date hereof, an easement for the  
construction, installation, maintenance, operation, patrol, repair and  
replacment of electrical power line facilities for the transmission and

MAIL TO  
SAN DIEGO GAS & ELECTRIC CO.  
P. O. BOX 1831  
SAN DIEGO, CALIFORNIA, 92112  
ATT: OF J. C. KENNEDY

distribution of electricity, including all other appliances and fixtures for use in connection therewith, together with the necessary rights of ingress and egress by a practical route or routes for road and incidental purposes appurtenant to said electrical power lines, herein called the Lines, such easement to extend through, in, upon, across, over and under and be confined to that portion of the Base, herein called the Premises, which is described in Exhibit "A", attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following terms and conditions:

1. All work in connection with the construction, installation, operation, repair and replacement of the Lines shall be done without cost or expense to the Department of the Navy and in accordance with plans previously approved by the Commanding Officer, Western Division, Naval Facilities Engineering Command, hereinafter referred to as the Commanding Officer.
2. The Grantee shall maintain the Premises and the Lines in good condition at all times and shall promptly make all repairs thereto which may be necessary for the preservation of the condition of the Premises and the continued operation and maintenance of the Lines.
3. The Grantee's rights hereunder shall be subject to such reasonable rules and regulations as may be promulgated by the Government to insure that the exercise of such rights shall not interfere with the Government activities at the Base, except that such rules and regulations shall not create an unreasonable interference with the use or enjoyment by the Grantee of the easement rights herein granted.
4. Upon termination of the easement granted herein, if desired by the Government, the Grantee, at its expense, shall remove any and all

improvements installed or constructed hereunder and restore the Premises to the same or as good condition as that which existed prior to the exercise by the Grantee of its rights hereunder, such restoration to be effected to the satisfaction of the Commanding Officer.

5. If at any future time the Government shall determine that continued maintenance and operation of the Lines, or any portion thereof, constitutes an undue interference with any of its activities, it shall have the right to terminate the easement herein granted, in whole or in part, to the extent necessary to eliminate such interference; Provided that, unless the Government shall determine such relocation is not feasible, it shall convey to the Grantee, without payment of any monetary consideration therefor, a substitute easement to permit the Grantee to effect relocation of the Lines, or portion thereof, on adjacent Government property at its own cost and expense, which substitute easement shall be coextensive in term with and subject to the same terms and conditions as that herein granted. However, nothing in this paragraph shall be construed to inure to the benefit of any successor in interest to the Grantor herein.

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

7. The Government may use the Premises which are the subject of this easement for any purpose which does not create an unreasonable interference with the use or enjoyment by the Grantee of the easement rights granted herein.

IN WITNESS WHEREOF, the Government, acting by and through the Department of the Navy, has caused this instrument to be executed the day and year first above written.

UNITED STATES OF AMERICA

APPROVED  
*[Signature]*  
P. R. SPECKMAN, JR  
Ass't Counsel  
WESTHAVENBAGCO

J. C. BIEDERMAN, CAPT, CEC, USN  
By *[Signature]*  
By direction of the Commander,  
Naval Facilities Engineering  
Command, acting under the  
direction of the Secretary of  
the Navy.

ACKNOWLEDGEMENT

State of California }  
County of San Mateo } ss

On this 23<sup>rd</sup> day of May, in the year 1975, before me Beverly J. Martin, a Notary Public in and for said County and State, personally appeared J. C. Biederman known to me to be the person whose name is subscribed to the within instrument and acknowledge that he executed the same on behalf of the United States of America in accordance with authority granted to him.

*[Signature]*  
Beverly J. Martin  
Notary Public in and for said  
County and State.



## EXHIBIT A

## UNITED STATES OF AMERICA

Those portions of Rancho Santa Margarita Y Las Flores in the County of San Diego, State of California, as shown on Record of Survey Map No. 794, filed January 17, 1940 at File No. 3067 in the office of the County Recorder of said County of San Diego as vested in the United States of America by Decree of Declaration of Taking, District Court, United States Southern District of California, Southern Division No. 197-SD Civil, being more particularly described in Parcels 1, 2 and 3 as follows:

Parcel 1:

That certain strip of land 20.00 feet in width, being 10.00 feet measured at right angles on each side of the following described center line:

Commencing at the intersection of the Southeasterly boundary of said Rancho Santa Margarita Y Las Flores with the Easterly line of Section 15, Township 11 South, Range 5 West, San Bernardino Meridian, said intersection being monumented by 2-1/2" brass cap on a 1-1/2 inch iron pipe marked "S-15 S-14 Line RE4231 RE2839, Rho. Santa Margarita"; thence along said Southeasterly boundary, North 48° 04' 55" East, 9.46 feet to the TRUE POINT OF BEGINNING of the center line herein described in Parcel 1; thence from said TRUE POINT OF BEGINNING of Parcel 1 North 0° 43' 40" East, 51.47 feet; thence North 0° 01' 33" West, 686.88 feet to a point herein designated Point "A"; thence North 32° 58' 03" West, 7400.35 feet; thence North 31° 54' 07" West, 197.65 feet to a point herein designated Point "B"; thence

North 14° 57' 47" West, 1154.57 feet to a point herein designated Point "C"; thence continuing North 14° 57' 47" West, 1296.90 feet to a point herein designated Point "D"; thence North 46° 11' 11" West, 265.81 feet; thence North 46° 50' 44" West, 2914.78 feet to a point herein designated Point "E"; thence North 32° 56' 24" West, 5274.44 feet to a point herein designated Point "F"; thence South 75° 46' 19" West, 1694.93 feet to a point herein designated Point "G"; thence North 68° 43' 17" West, 813.80 feet to a point herein designated Point "H"; thence North 33° 00' 50" West, 8261.20 feet to a point herein designated Point "I"; thence North 32° 30' 23" East, 2300.80 feet to a point herein designated Point "J"; thence North 32° 53' 08" West, 6790.18 feet to a point herein designated Point "K"; thence continuing North 32° 53' 08" West, 1154.71 feet to a point herein designated Point "L"; thence North 54° 30' 36" West, 2914.24 feet to a point herein designated Point "M"; thence North 41° 38' 12" West, 2416.53 feet to a point herein designated Point "N"; thence North 36° 47' 52" West, 1679.14 feet to a point herein designated Point "O"; thence North 49° 01' 22" West, 1557.04 feet to a point herein designated Point "P"; thence North 29° 52' 28" West, 1467.52 feet to a point herein designated Point "Q"; thence North 47° 10' 23" West, 3274.03 feet to a point herein designated Point "R"; thence North 38° 40' 27" West, 594.07 feet to a point herein designated Point "S"; thence North 41° 56' 31" West, 2648.27 feet; thence North 40° 57' 01" West, 865.47 feet to a point herein designated Point "T"; thence North 54° 53' 46" West, 1124.33 feet to a point herein designated Point "U"; thence continuing North 54° 53' 46" West, 1089.84 feet to a point herein designated Point "V"; thence continuing North 54° 53' 46" West, 1139.40 feet to a point herein designated Point "W"; thence North 52° 19' 56" West, 1808.53 feet; thence North 53° 07' 07" West, 489.72 feet; thence North 54° 47' 15" West, 2508.28 feet to a point herein designated Point "X"; thence North 46° 27' 43" West, = 2921.71 feet to a point herein designated Point "Y"; thence North 53° 38' 05" West, 1463.04 feet; thence North 55° 31' 16" West, 844.00 feet to a point herein designated Point "Z"; thence continuing North 55° 31' 16" West, 1608.09 feet to a point herein designated Point "AA"; thence North 48° 16' 51" West, 4359.11 feet; thence North 52° 33' 52" West, 1154.75 feet to a point herein designated Point "BB"; thence continuing North 52° 33' 52" West, 2177.09 feet to a point herein designated Point "CC"; thence continuing North 52° 33' 52" West, 842.02 feet to a point herein designated Point "DD"; thence continuing North 52° 33' 52" West, 9013.91 feet to a point herein designated Point "EE"; thence South 77° 27' 51" West, 828.73 feet to a point herein designated Point "FF"; thence North 86° 34' 32" West, 423.60 feet to a point herein designated Point "GG"; thence North 66° 50' 21" West, 418.45 feet to a point herein

designated Point "HH"; thence North 48° 30' 12" West, 823.70 feet to a point herein designated Point "II"; thence North 53° 21' 08" West, 1158.78 feet to a point herein designated Point "JJ"; thence North 38° 21' 12" West, 1117.59 feet to a point herein designated Point "KK"; thence North 26° 36' 37" West, 304.63 feet to a point herein designated Point "LL"; thence North 16° 16' 20" West, 804.51 feet to a point herein designated Point "MM"; thence North 54° 38' 21" West, 1061.73 feet to a point herein designated Point "NN"; thence North 57° 43' 23" West, 864.07 feet to the Westerly boundary of said Rancho Santa Margarita Y Las Flores distant thereon South 13° 13' 47" West, 20,828.09 feet from a 2 1/2" brass cap on a 6" x 6" concrete monument marked Rancho Santa Margarita Jos. A. Hurley Survey which marks the intersection of said Westerly boundary with the Southerly boundary of Rancho Mission Viejo or La Paz as shown on Record of Survey recorded in Book 9, Pages 15 to 22 inclusive of Records of Survey of Orange County, California, being an angle point in said Southerly boundary between corners MV4 and MV5 as shown on last said Record of Survey.

EXCEPTING THEREFROM the above described strip of land 20.00 feet in width lying between said Point "B" and said Point "D".

Parcel 1 contains 43.88 acres more or less.

Parcel 2:

That certain strip of land 30.00 feet in width, being 15.00 feet measured at right angles on each side of the following described center line:

Commencing at the Point described as Point "B" in Parcel 1 above; thence South 14° 57' 47" East, 80.00 feet to the TRUE POINT OF BEGINNING of the center line herein described in Parcel 2; thence from said TRUE POINT OF BEGINNING of Parcel 2 retracing North 14° 57' 47" West, 2531.47 feet to the point described as Point "D" in Parcel 1 above; thence continuing North 14° 57' 47" West, 60.00 feet.

EXCEPTING THEREFROM any portion lying within Parcel 1 described above.

Parcel 2 contains 1.75 acres more or less.

Parcel 3:

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 center lines:

1. Beginning at Point "A" described in Parcel 1 above; thence North 29° 43' 52" East, 60.00 feet.
2. Beginning at Point "B" described in Parcel 1 above; thence North 73° 54' 40" East, 65.00 feet.
3. Beginning at Point "B" described in Parcel 1 above; thence South 73° 54' 40" West, 60.00 feet.
4. Beginning at Point "C" described in Parcel 1 above; thence North 75° 01' 57" East, 45.00 feet.
5. Beginning at Point "C" described in Parcel 1 above; thence South 75° 01' 57" West, 45.00 feet.
6. Beginning at Point "D" described in Parcel 1 above; thence North 68° 52' 40" East, 45.00 feet.
7. Beginning at Point "D" described in Parcel 1 above; thence South 80° 57' 49" West, 45.00 feet.
8. Beginning at Point "E" described in Parcel 1 above; thence South 47° 59' 53" West, 40.00 feet.
9. Beginning at Point "F" described in Parcel 1 above; thence North 72° 07' 51" East, 60.00 feet.
10. Beginning at Point "F" described in Parcel 1 above; thence North 32° 56' 24" West, 60.00 feet.
11. Beginning at Point "G" described in Parcel 1 above; thence South 4° 15' 14" West, 55.00 feet.
12. Beginning at Point "H" described in Parcel 1 above; thence South 39° 06' 28" West, 55.00 feet.
13. Beginning at Point "I" described in Parcel 1 above; thence North 33° 07' 19" West, 55.00 feet.
14. Beginning at Point "I" described in Parcel 1 above; thence South 32° 49' 19" West, 55.00 feet.
15. Beginning at Point "J" described in Parcel 1 above; thence North 35° 05' 38" East, 78.70 feet; thence North 32° 36' 23" East, 45.00 feet.
16. Beginning at Point "J" described in Parcel 1 above; thence South 32° 55' 18" East, 60.00 feet.
17. Beginning at Point "K" described in Parcel 1 above; thence North 50° 56' 30" East, 40.00 feet.
18. Beginning at Point "K" described in Parcel 1 above; thence South 58° 38' 02" West, 40.00 feet.
19. Beginning at Point "L" described in Parcel 1 above; thence North 40° 18' 12" East, 40.00 feet.
20. Beginning at Point "M" described in Parcel 1 above; thence South 34° 27' 53" West, 40.00 feet.
21. Beginning at Point "N" described in Parcel 1 above; thence South 51° 53' 51" West, 15.00 feet.



22. Beginning at Point "O" described in Parcel 1  
 above; thence North 49° 43' 28" East, 40.00 feet.  
 23. Beginning at Point "P" described in Parcel 1  
 above; thence South 50° 13' 52" West, 75.00 feet.  
 24. Beginning at Point "Q" described in Parcel 1  
 above; thence South 47° 10' 23" East, 40.00 feet.  
 25. Beginning at Point "Q" described in Parcel 1  
 above; thence North 55° 26' 31" East, 40.00 feet.  
 26. Beginning at Point "Q" described in Parcel 1  
 above; thence North 29° 52' 28" West, 40.00 feet.  
 27. Beginning at Point "R" described in Parcel 1  
 above; thence South 46° 31' 05" West, 75.00 feet.  
 28. Beginning at Point "S" described in Parcel 1  
 above; thence North 41° 33' 25" East, 30.00 feet.  
 29. Beginning at Point "T" described in Parcel 1  
 above; thence North 39° 56' 52" East, 40.00 feet.  
 30. Beginning at Point "T" described in Parcel 1  
 above; thence South 54° 53' 46" East, 40.00 feet.  
 31. Beginning at Point "T" described in Parcel 1  
 above; thence North 40° 57' 01" West, 40.00 feet.  
 32. Beginning at Point "U" described in Parcel 1  
 above; thence North 35° 08' 06" East, 30.00 feet.  
 33. Beginning at Point "U" described in Parcel 1  
 above; thence South 35° 08' 06" West, 30.00 feet.  
 34. Beginning at Point "V" described in Parcel 1  
 above; thence North 35° 07' 25" East, 45.00 feet.  
 35. Beginning at Point "V" described in Parcel 1  
 above; thence South 35° 07' 25" West, 45.00 feet.  
 36. Beginning at Point "W" described in Parcel 1  
 above; thence North 35° 26' 39" East, 40.00 feet.  
 37. Beginning at Point "W" described in Parcel 1  
 above; thence South 40° 12' 28" West, 65.00 feet.  
 38. Beginning at Point "X" described in Parcel 1  
 above; thence North 59° 46' 17" East, 25.00 feet.  
 39. Beginning at Point "X" described in Parcel 1  
 above; thence South 36° 04' 55" West, 75.00 feet.  
 40. Beginning at Point "Y" described in Parcel 1  
 above; thence North 36° 32' 12" East, 35.00 feet.  
 41. Beginning at Point "Z" described in Parcel 1  
 above; thence North 34° 20' 01" East, 40.00 feet.  
 42. Beginning at Point "Z" described in Parcel 1  
 above; thence South 34° 20' 01" West, 40.00 feet.  
 43. Beginning at Point "AA" described in Parcel 1  
 above; thence South 39° 59' 12" West, 40.00 feet.  
 44. Beginning at Point "BB" described in Parcel 1  
 above; thence North 37° 26' 09" East, 45.00 feet.  
 45. Beginning at Point "BB" described in Parcel 1  
 above; thence South 37° 26' 09" West, 45.00 feet.

46. Beginning at Point "CC" described in Parcel 1 above; thence North 38° 41' 51" East, 45.00 feet.
47. Beginning at Point "CC" described in Parcel 1 above; thence South 38° 41' 51" West, 45.00 feet.
48. Beginning at Point "DD" described in Parcel 1 above; thence North 58° 10' 07" East, 30.00 feet.
49. Beginning at Point "EE" described in Parcel 1 above; thence North 52° 33' 52" West, 60.00 feet.
50. Beginning at Point "EE" described in Parcel 1 above; thence North 77° 27' 51" East, 60.00 feet.
51. Beginning at Point "FF" described in Parcel 1 above; thence South 4° 33' 20" East, 40.00 feet.
52. Beginning at Point "GG" described in Parcel 1 above; thence South 13° 17' 34" West, 40.00 feet.
53. Beginning at Point "HH" described in Parcel 1 above; thence South 32° 19' 43" West, 40.00 feet.
54. Beginning at Point "II" described in Parcel 1 above; thence South 13° 30' 39" West, 60.00 feet.
55. Beginning at Point "JJ" described in Parcel 1 above; thence South 44° 08' 50" West, 60.00 feet.
56. Beginning at Point "KK" described in Parcel 1 above; thence South 36° 45' 00" West, 90.00 feet.
57. Beginning at Point "LL" described in Parcel 1 above; thence South 59° 30' 08" West, 70.00 feet.
58. Beginning at Point "MM" described in Parcel 1 above; thence South 54° 38' 21" East, 30.00 feet.
59. Beginning at Point "MM" described in Parcel 1 above; thence North 40° 51' 47" East, 55.00 feet.
60. Beginning at Point "NN" described in Parcel 1 above; thence North 29° 47' 26" East, 40.00 feet.

EXCEPTING THEREFROM any portions lying within Parcel 1 or Parcel 2 described above.

Parcel 3 contains 0.28 acres more or less.

75-146115

FILE/PAGE NO. \_\_\_\_\_  
BOOK 1975  
RECORDED REQUEST OF  
SAN DIEGO GAS & ELECTRIC CO.

JUN 11 4 36 PM '75

OFFICIAL RECORDS  
SAN DIEGO COUNTY, CALIF.  
HARLEY F. BLOOM  
RECORDER

\$12.00

DRAWN BY Corteville  
CHECKED BY CR  
SKETCH NO. S-3333-60 & 60-1  
DATE 6-26-73

MOPAC 10856-04  
PROJECT 72134  
MOPAC 13533-01

**ACQUISITION REPORT**

SAN DIEGO GAS & ELECTRIC COMPANY  
FORM 111-4180A

Project Title Renewal of Transmission Right of Way TL 690 A & B, Camp Pendleton  
Project 72134 W.O. or MOPAC 5222910-350.2 Survey S-3333-60 & 60-1 (5 sheets)  
Parcel --- Owner & Address Department of the Navy, Western Division, Naval  
Facilities Engineering Command, P. O. Box 727, San Bruno, California 94066

Other Interested Parties & Addresses State of California, Department of Parks & Recreation (Sacramento)  
Contract NF(R)-13233  
Lease with Government over only small portion of property-- Parcel 1 Inland Area

Property Description U S Marine Corps Base, Camp Pendleton, Portions of Rancho Santa Margarita  
y Las Flores in County of San Diego

Area: In Ownership 125,000 acres Area in Parcel 1 = 20'  
Parcel 2 = 30' Foot R/W 45.91 acres

Length of R/W - Center Line Distance (Other Measurement) Approximately 19 miles

Property is: Unimproved  Improved  Type of Improvements Marine Corps Base, Camp Pendleton

\* Appraised Value: Per Acre \_\_\_\_\_ Sq. Ft. \_\_\_\_\_ Improvements \_\_\_\_\_

\* Appraised Value of R/W @ 60 % Fee= \_\_\_\_\_ Damages \_\_\_\_\_ Total \$80,000

Accepted Value: Fee  R/W  \$80,000 Damages \_\_\_\_\_

Total Payment \$80,000 Check No. 092821 Date Paid June 12, 1975

Date: Acquired 5/23/75 Date Recorded June 11, '75 Recording Data 75-146115

Average Cost, Including Improvements: Per Acre \_\_\_\_\_ Sq. Ft. \_\_\_\_\_ Other \_\_\_\_\_

Date Negotiation Commenced December, 1969 Acquired By: Negotiation  Condemnation

SDSC No. --- Final Decree: Date --- Date Filed ---

\* Value of easement established by B. T. Gayman's appraisal report #188, dated July 15, 1972. Value accepted by U. S. Navy, San Bruno. Because we had no choice, we agreed to accept the easement with the modified relocation clause. We are still neither in agreement with the covenants containing the relocation clause, modified or otherwise, nor with the methodology used to evaluate just compensation.

Grant of Easement Ref. NF(R)-23763  
Dated 5/23/75

Negotiator R. D. Richardson  
Ext 1074 Date 5/30/75  
Approved by \_\_\_\_\_

Recording Requested by  
San Diego Gas & Electric Company

2184

DUL # 1996-0172262  
08-APR-1996 09:57 AM

When recorded, mail to:

San Diego Gas & Electric Company  
P.O. Box 1831  
San Diego, CA 92112  
Attn: Real Estate Operations EB-5

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
GREGORY SMITH, COUNTY RECORDER  
RF: 14.00 FEES: 34.00  
AF: 19.00  
MF: 1.00

SPACE ABOVE FOR RECORDER'S USE

Project

81223

Transfer Tax: None

No.: 109459-010,070

Const. No.: 2432250, 2423254

SAN DIEGO GAS & ELECTRIC COMPANY

APN No.: 101-520-15

*Linda Victoria*

GRANT OF EASEMENT

RECORDING REQUESTED BY AND

N6871196RP06P44

WHEN RECORDED MAIL TO:

San Diego Gas and Electric Company  
 P.O. Box 1831  
 San Diego, CA 92112  
 ATTN: Office Services, EB 5

## GRANT OF EASEMENT

THIS GRANT OF EASEMENT, made this 28<sup>th</sup> day of March 1996, by the UNITED STATES OF AMERICA, acting by and through the Department of the Navy, hereinafter called the GOVERNMENT, to the SAN DIEGO GAS AND ELECTRIC COMPANY, a corporation, hereinafter called GRANTEE,

WITNESSETH:

WHEREAS, the GOVERNMENT owns that certain real property identified as the Marine Corps Base, Camp Pendleton located in the, County of San Diego, State of California, hereinafter called the Station; and

WHEREAS, the GRANTEE has requested an easement for the operation, maintenance, repair and replacement of electrical power line facilities including appurtenances, hereinafter called the LINE, for the transmission and distribution of electricity, which will be installed through, in, upon, across, over and under said easement together with the necessary rights of ingress and egress to the portion of the Station hereinafter described; and

WHEREAS, the Secretary of the Navy has found that the granting of such an easement on the terms and conditions hereinafter stated will not be incompatible with the public interest;

NOW THEREFORE, in consideration of the GRANTEE's quitclaiming 0.78 acres more or less of Easement NF(R)23763, granted May 23, 1975 and recorded June 11, 1975, as File/Page No. 75-146115, Official Records of San Diego County, County of San Diego Recorder's Office, San Diego, California, to the GOVERNMENT, more specifically described in Exhibit "A" attached hereto and by this reference made a part hereof, the GOVERNMENT hereby grants to the GRANTEE, and its successors and assigns, for a period of fifty (50) years from the date of May 23, 1975, an easement for the operation, maintenance, repair and replacement of all structures, facilities, equipment and appurtenances required for the operation of the LINE, such easement being through, in, upon, across, over and under that portion of the Station, as described in Exhibit "B" and shown on the map marked Exhibit "C", attached hereto and by this reference made a part hereof, hereinafter called the Premises, together with the right of ingress to and egress from, by practical route or routes, of said Premises.

The total acreage contained in the foregoing easement, is 1.27 acres more or less.

N6871196RP06P44

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

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

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

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

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

5. If GOVERNMENT determines at any time that the LINE, or any portion thereof unduly interferes with any of its activities, it shall have the right to terminate this easement, in whole or in part, to the extent necessary to eliminate such interference; PROVIDED THAT, unless the GOVERNMENT shall have determined that relocation is not feasible, it shall convey to the GRANTEE, without charge, a substitute easement permitting the GRANTEE to relocate the LINE, or affected portion thereof, on adjacent property of GOVERNMENT, at the GRANTEE's sole cost and expense. The substitute easement shall contain the same terms and conditions as those of this easement, and shall bear the same expiration date.

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

7. GRANTEE shall, at its sole cost and expense, trim, cut and remove trees, brush, foliage, roots and other vegetation from within the Premises whenever necessary for the convenient and safe exercise of the rights herein granted. GRANTEE shall coordinate with and receive prior written approval (which approval shall not be unreasonably withheld or delayed) from the GOVERNMENT's designated representatives before commencement of any such trimming, cutting, or removal.

8. GRANTEE shall maintain all areas disturbed by GRANTEE during the operation, maintenance, repair, or removal of the LINE or any appurtenances thereto, except for roadways, within the Premises.

9. GRANTEE shall comply with all applicable environmental laws, ordinances, rules, and regulations and all other Federal, state, and local laws, ordinances, regulations, and standards that are or may become applicable to GRANTEE's activities on the Premises. GRANTEE shall be solely responsible for obtaining, at its sole cost and expense, any environmental permits required for its activities on the Premises.

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

APPROVED: 19 JAN 1996  
*Daryl C. Dawson*  
DARYL C. DAWSON  
Counsel  
SOUTHWESTNAVFACENGCOM

UNITED STATES OF AMERICA

By *Christopher E. Haskett*  
CHRISTOPHER E. HASKETT  
Real Estate Contracting Officer  
Southwest Division  
Naval Facilities Engineering Command

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

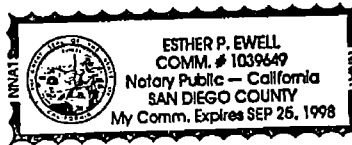
On March 20, 1996 before me, ESTHER P. EWELL, a notary public, personally appeared CHRISTOPHER E. HASKETT personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Esther P. Ewell*  
Notary Public

Notarial Seal

mcbsdge.eas

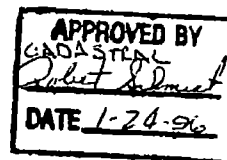


That certain strip of land 20.00 feet in width lying within Rancho Santa Margarita Y Las Flores in the County of San Diego, State of California, as shown on Record of Survey Map No. 794, filed January 17, 1940 at File No. 3067 in the Office of the County Recorder of said County of San Diego as vested in the United States of America by Decree of Declaration of Taking, District Court, United States Southern District of California, Southern Division No. 197-SD Civil, being 10.00 feet measured at right angles on each side of the following described center line:

Commencing at a found well monument with a 3 1/2 inch Aluminum Cap marked "Public Works Office Survey Monument MCB Camp Pend 4423.54"; said monument bears South 01°49'20" East a distance of 1222.77 feet (1222.74 feet record) from a second found Well Monument with a 3 1/2 inch Aluminum Cap marked "Public Works Office Survey Monument MCB Camp Pend 5646.28", both monuments are set in the center line of Vandegrift Boulevard and are shown on Public Works Plat Code Ident. No. 80091, Drawing No. 6329212; thence South 54°42'39" East, a distance of 691.64 feet to a point of intersection with the center line of that certain 20.00 foot-wide strip of land described in Parcel 1 of the "Grant of Easement" recorded June 11, 1975 at Recorder's File/Page No. 75-146115 of Official Records of said County of San Diego; Navy Reference No. is NF(R) 23763; thence North 32°48'00" West (North 32°58'03" West, Record Per Document NF(R) 23763) along the center line of said "Grant of Easement" a distance of 838.35 feet to the TRUE POINT OF BEGINNING of the center line of the quitclaim herein described; thence from said TRUE POINT OF BEGINNING continuing along said center line, North 32° 48' 00" West, 1703.80 feet. Containing 0.78 acres more or less.



THIS LEGAL DESCRIPTION WAS PREPARED BY ME  
OR UNDER MY DIRECTION IN CONFORMANCE WITH THE  
LAND SURVEYORS ACT ON June 22 19 94,  
*Patricia A. Pike*  
PATRICIA A. PIKE L.S. 5120



[S:MSTWORD\Esm\QC94058.DOC]

EXHIBIT "A"



EXHIBIT "B"  
UNITED STATES OF AMERICA

Those portions of Rancho Santa Margarita Y Las Flores in the County of San Diego, State of California, as shown on Record of Survey Map No. 794, filed January 17, 1940 at File No. 3067 in the Office of the County Recorder of said County of San Diego as vested in the United States of America by Decree of Declaration of Taking, District Court, United States Southern District of California, Southern Division No. 197-SD Civil, being more particularly described in Parcels 1, 2, 3 and 4 as follows:

Parcel 1:

That certain strip of land 20.00 feet in width, being 10.00 feet measured at right angles on each side of the following described center line:

Commencing at a found well monument with a 3 1/2 inch Aluminum Cap marked "Public Works Office Survey Monument MCB Camp Pend 4423.54"; said monument bears South 01°49'20" East a distance of 1222.77 feet (1222.74 feet record) from a second found Well Monument with a 3 1/2 inch Aluminum Cap marked "Public Works Office Survey Monument MCB Camp Pend 5646.28", both monuments are set in the center line of Vandegrift Boulevard and are shown on Public Works Plat Code Ident. No. 80091, Drawing No. 6329212; thence South 54°42'39" East, a distance of 691.64 feet to a point of intersection with the center line of that certain 20.00 foot-wide strip of land described in Parcel 1 of the "Grant of Easement" recorded June 11, 1975 at Recorder's File/Page No. 75-146115 of Official Records of said County of San Diego; Navy Reference No. is NF(R) 23763; thence North 32°48'00" West (North 32°58'03" West, Record per

[s:\mcguire\USOFA.EXH]

AP  
RWS

EXHIBIT "B"

---

Document NF(R) 23763) along the center line of said "Grant of Easement" a distance of 398.50 feet to a point herein designated Point "A"; thence continuing along said center line North 32° 48'00" West (North 32°58'03" West, Record per Document NF(R) 23763) a distance of 439.85 feet to the TRUE POINT OF BEGINNING of the center line of the easement herein described; thence from said TRUE POINT OF BEGINNING and leaving said center line described in Document No. NF(R) 23763, North 05°27'27" East, a distance of 1508.03 feet to a point herein designated Point "B"; thence South 86°06'49" West, a distance of 1074.75 feet to another point of intersection with the center line described in said easement NF(R) 23763, said point of intersection being herein designated as Point "C".

Parcel 1 contains 1.186 acres, more or less.

Parcel 2:

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 center lines:

1. Beginning at Point "A" described above in Parcel 1; thence North 55°57'11" East, a distance of 23.00 feet.
2. Beginning at the TRUE POINT OF BEGINNING described above in Parcel 1; thence North 32°48'00" West, a distance of 44.00 feet.
3. Beginning again at the TRUE POINT OF BEGINNING described above in Parcel 1; thence South 05°27'27" West, a distance of 48.00 feet.

[c:\mcguire\USOFA.EXH]

EXHIBIT "B"

*MP  
RWS*

4. Beginning at Point "B" described above in Parcel 1; thence North 05°27'27" East, a distance of 45.00 feet.
5. Beginning again at Point "B" described above in Parcel 1; thence North 86°06'49" East, a distance of 45.00 feet.
6. Beginning at Point "C" described above in Parcel 1; thence South 86°06'49" West, a distance of 46.00 feet.
7. Beginning again at Point "C" described above in Parcel 1; thence South 32°49'33" East, a distance of 46.00 feet.

Parcel 2 contains 0.027 acres, more or less.

Parcel 3:

That certain strip of land 8.00 feet in width, being 4.00 feet measured at right angles on each side of the following described center line:

Commencing at said Well Monument with a 3-1/2 inch aluminum cap marked "Public Works Office Survey Monument MCB Camp Pend 56 46.28" as described in Parcel 1 above; thence North 37° 32' 59" West, 676.17 feet to the TRUE POINT OF BEGINNING of the center line of the easement herein described; thence South 30° 09' 06" West, 273.53 feet to a point herein designated as Point "D".

Parcel 3 contains 0.050 acres, more or less.

EXHIBIT "B"

[e:\ncguire\USOFA.EXH]

PK  
12-3

Parcel 4:

Those certain strips of land 16.00 feet in width, being 8.00 feet measured at right angles on each side of the following described center lines:

1. Beginning at Point "D" described in Parcel 3 above; thence South 01° 00' 00" East, 8.00 feet.
2. Beginning at Point "D" described in Parcel 3 above; thence North 01° 00' 00" West, 8.00 feet.

Parcel 4 contains 0.006 acres, more or less.

Drawn Hopkins [S:\neguire\USOFA.exh]

Sketch S-3333-287 & C-4739

Project No. 109459-010 & 070

Const. No. 2423250  
2423254

RE: R/W 80432



THIS LEGAL DESCRIPTION WAS PREPARED BY ME  
 OR UNDER MY DIRECTION IN CONFORMANCE WITH THE  
 LAND SURVEYORS ACT ON June 22 1994  
*Patricia A. Pike*  
 PATRICIA A. PIKE LS. 5170

[S:\neguire\USOFA.EXH]  
R-15

EXHIBIT "B"

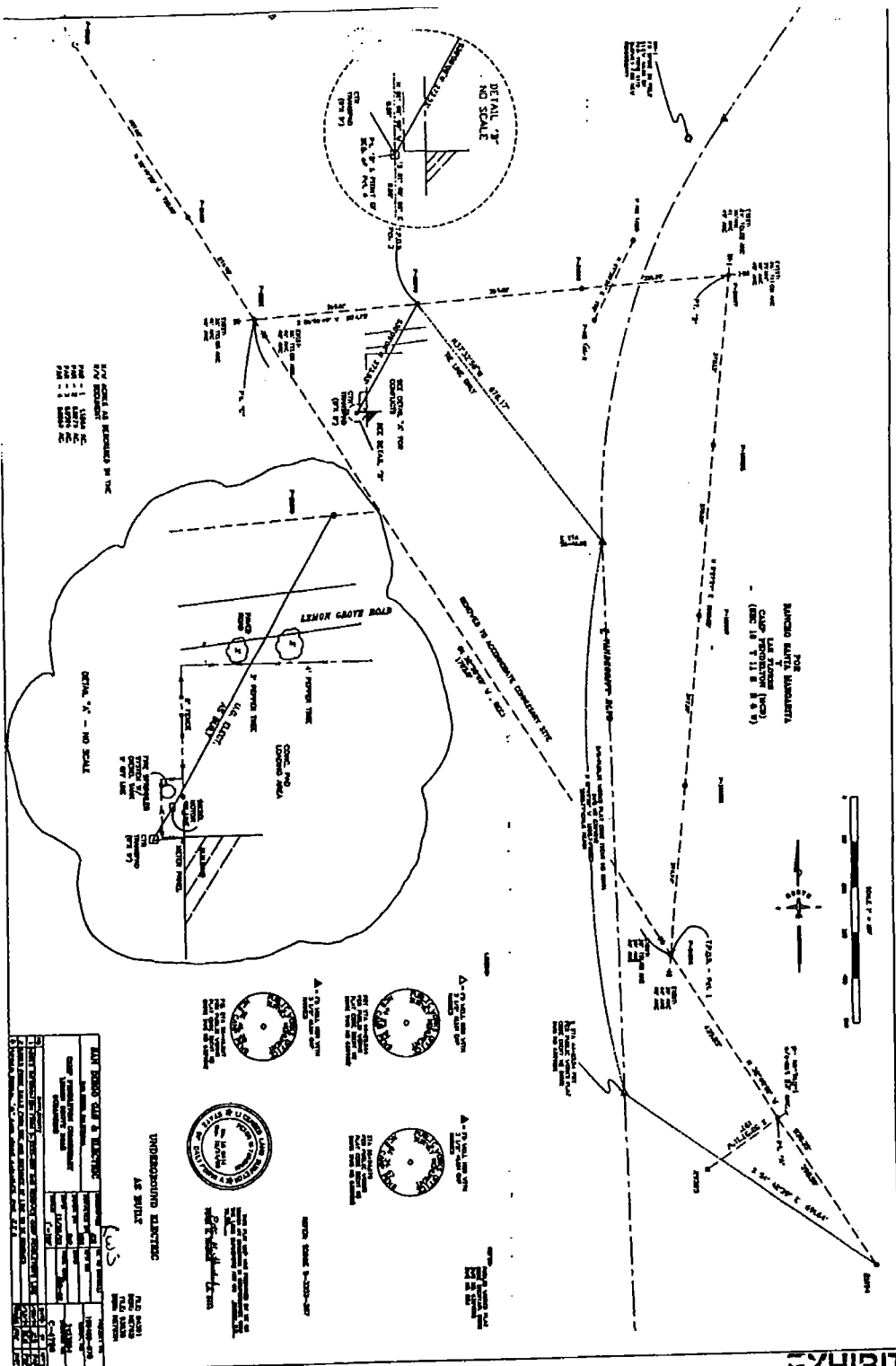


EXHIBIT "C"

NO.	DESCRIPTION	SCALE	DATE
1	...	...	...
2	...	...	...
3	...	...	...
4	...	...	...
5	...	...	...
6	...	...	...
7	...	...	...
8	...	...	...
9	...	...	...
10	...	...	...

UNDESIGNED ELEMENTS  
AS SHOWN

DATE: 10/10/50  
BY: [Signature]

Recording Requested by  
San Diego Gas & Electric Company

2194

REC # 1996-0172263  
08-APR-1996 09:57 AM

When recorded, mail to:

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
GREGORY SMITH, COUNTY RECORDER  
RF: 7.00 FEES: 13.00  
AF: 5.00  
MF: 1.00

San Diego Gas & Electric Company  
P.O. Box 1831  
San Diego, CA 92112  
Attn: Office Services, EB 5

SPACE ABOVE FOR RECORDER'S USE

APN: 101-520-15

Transfer Tax 0  
SAN DIEGO GAS & ELECTRIC COMPANY  
*Gregory F. Victoria*

QUITCLAIM EASEMENT

The undersigned declares consideration is less than \$100.00 and Transfer Tax is none.

The land, tenements or realty is located in the

unincorporated area of the County of San Diego, State of California

City of \_\_\_\_\_, and

SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation (SDG&E) for valuable consideration, does hereby remise, release and forever quitclaim to the UNITED STATES OF AMERICA, acting by and through the Department of the Navy, all right, title, interest and claim of SDG&E in and to the following described real property that was acquired by virtue of the easement(s) dated May 23, 1975 and recorded June 11, 1975 at Recorder's File/Page No. 75-146115 of Official Records of said County of San Diego.

The real property in which said easement(s) is quitclaimed is described as follows:

That certain strip of land 20.00 feet in width lying within Rancho Santa Margarita Y Las Flores in the County of San Diego, State of California, as shown on Record of Survey Map No. 794, filed January 17, 1940 at File No. 3067 in the Office of the County Recorder of said County of San Diego as vested in the United States of America by Decree of Declaration of Taking, District Court, United States Southern District of California, Southern Division No. 197-SD Civil, being more particularly described in the Exhibit "A" attached hereto and made a part hereof.

[S:MSTWORD/Esm/QC94058.DOC]

This quitclaim does not release any interest or estate SDG&E may have in the above-described real property except the easement(s) specified.

IN WITNESS WHEREOF, said San Diego Gas & Electric Company has caused this deed to be executed in its corporate name by its officer thereunto duly authorized this 3 day of APRIL 1996.

SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation

By J. G. Larkin  
J. G. Larkin  
Real Estate Operations Director

Drawn McGuire / JJZ  
Sketch C-4739  
Date 6/20/94  
A.P. No. 101-520-15  
Q.C. No. 94-058  
R/W No. 80432 (Part)

State of CALIFORNIA }

County of SAN DIEGO }

On 4-3-96 before me, LINDA F. VICTORIA,

A NOTARY PUBLIC (name, title of officer),

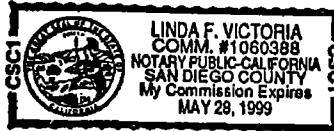
personally appeared J.G. LARKIN

personally know 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.

Linda F. Victoria  
Signature



That certain strip of land 20.00 feet in width lying within Rancho Santa Margarita Y Las Flores in the County of San Diego, State of California, as shown on Record of Survey Map No. 794, filed January 17, 1940 at File No. 3067 in the Office of the County Recorder of said County of San Diego as vested in the United States of America by Decree of Declaration of Taking, District Court, United States Southern District of California, Southern Division No. 197-SD Civil, being 10.00 feet measured at right angles on each side of the following described center line:

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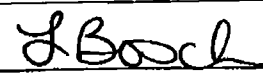



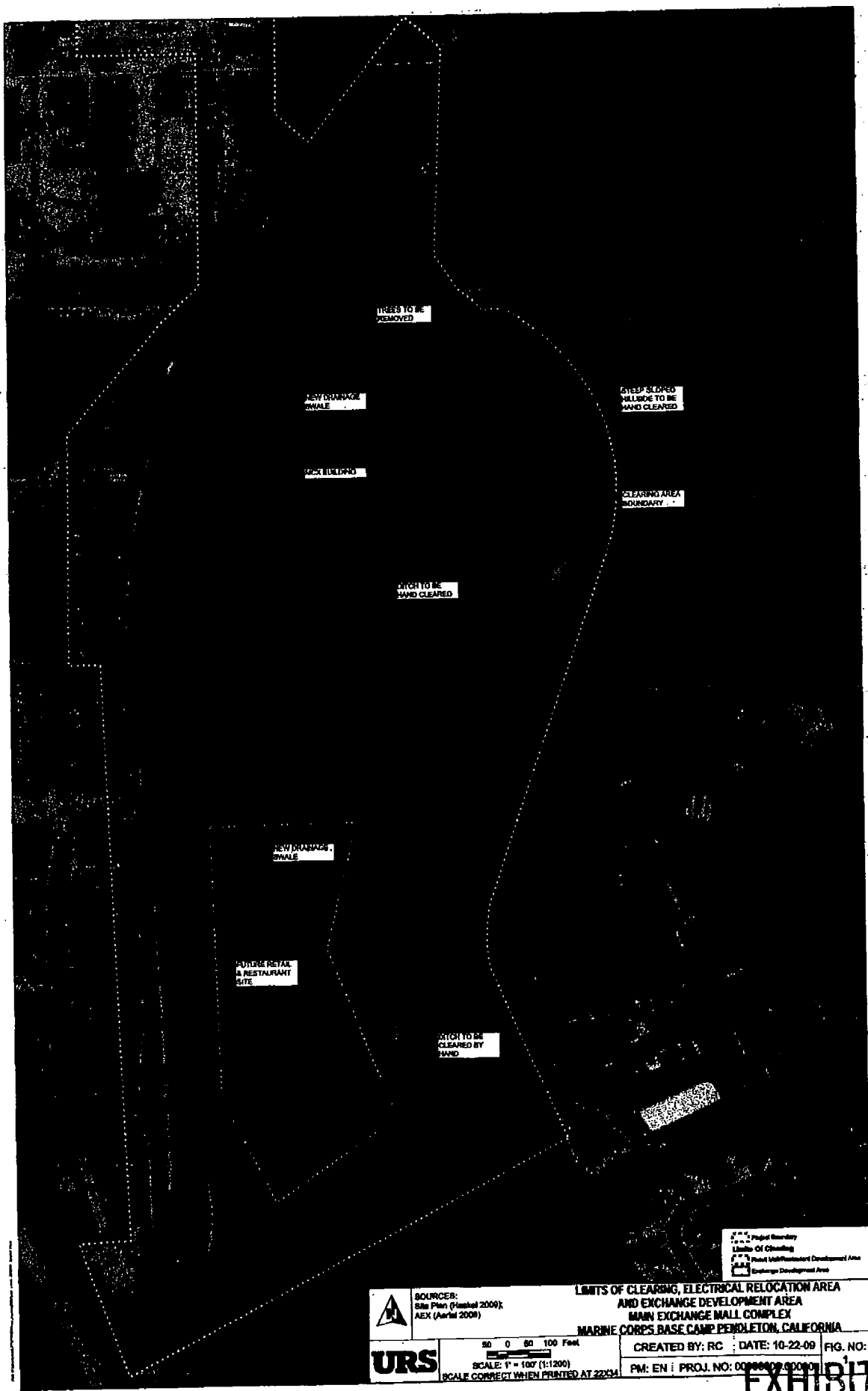
THIS LEGAL DESCRIPTION WAS PREPARED BY ME  
OR UNDER MY DIRECTION IN CONFORMANCE WITH THE  
LAND SURVEYORS ACT ON June 22, 1994  
*Patricia A. Pike*  
PATRICIA A. PIKE L.S. 5120

[S:MSTWORD/Esm/QC94058.DOC]

EXHIBIT "A"



LICENSE FOR NONFEDERAL USE OF REAL PROPERTY		LICENSE NUMBER	
<p>THIS LICENSE TO USE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND THE GENERAL PROVISIONS ON THE REVERSE SIDE HEREOF AND ANY SPECIAL CONDITIONS ATTACHED HERETO. BY THE EXECUTION HEREOF THE LICENSEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS AND GENERAL AND/OR SPECIAL PROVISIONS.</p>		N6247310RP00084	
<b>1. NAVAL ACTIVITY</b> Naval Hospital, Marine Corps Base Camp Pendleton, CA		<b>2. DATES COVERED (Inclusive)</b> FROM: March 1, 2010 To: March 1, 2012	
<b>3. DESCRIPTION OF PROPERTY</b> New Hospital and Exchange area as shown on Exhibit "A" attached hereto and made a part hereof.			
<b>4. PURPOSE OF LICENSE</b> Property access for the purpose of temporary re-alignment of the SDG&E 69kv line that traverses the footprints of the new Hospital and Exchange.			
<b>5. LICENSOR</b> United States of America Department of the Navy		<b>5a. LOCAL REPRESENTATIVE (Name and address)</b> Commanding Officer Naval Facilities Engineering Command Southwest Attn: Asset Management 1220 Pacific Highway San Diego, CA 92132-5190	
<b>6. LICENSEE (Name and address)</b> San Diego Gas and Electric Land Services, CP11D 8335 Century Park Court San Diego, CA 92123		<b>6a. LOCAL REPRESENTATIVE (Name and address)</b> Jeff Sykes Right of Way Supervisor (Address same as Section 6)	
<b>7. CASH PAYMENT BY LICENSEE (Payable in advance)</b> (If no cash payment is required, enter "None" under item 7a "Amount")			
<b>a. AMOUNT (Each Payment):</b> NONE- line relocation per request of Naval Facilities	<b>b. FREQUENCY</b>	<b>c. FIRST DUE DATE</b>	<b>d. TO (Local Government Representative)</b>
<b>8. DEPOSIT FOR UTILITIES AND SERVICES (Payable in advance)</b> (If no cash payment is required enter "None" under item 8a "Amount")			
<b>a. AMOUNT (Each Payment):</b> NONE	<b>b. FREQUENCY PAYMENT DUE</b>	<b>c. FIRST DUE DATE</b>	<b>d. TO (Mailing Address)</b>
<b>9. INSURANCE REQUIRED AT EXPENSE OF LICENSEE</b> (If any or all insurance requirements have been waived, enter "None" in a, b, c, or d, as appropriate)			
<b>a. FIRE AND EXTENDED COVERAGE</b>	<b>MINIMUM AMOUNT</b> None	<b>c. THIRD PARTY PERSONAL INJURY PER PERSON</b>	<b>MINIMUM AMOUNT</b> \$1,000,000.00
<b>b. GENERAL LIABILITY</b>	<b>MINIMUM AMOUNT</b> \$1,000,000.00	<b>d. THIRD PARTY PERSONAL INJURY PER ACCIDENT</b>	<b>MINIMUM AMOUNT</b> \$3,000,000.00
<b>10. GENERAL PROVISIONS (See Reverse Side) 10A. SPECIAL PROVISIONS ARE ATTACHED HERETO AND MADE A PART HEREOF</b>			
<b>II. EXECUTION OF LICENSE</b>			
<b>FOR</b>	<b>NAME, POSITION, AND TITLE</b>	<b>SIGNATURE</b>	<b>DATE</b>
DEPARTMENT OF THE NAVY	LAURA L. BOSCHEN Real Estate Contracting Officer		3/4/10
LICENSEE	Jeff Sykes Right of Way Supervisor		3/2/10



**URS**

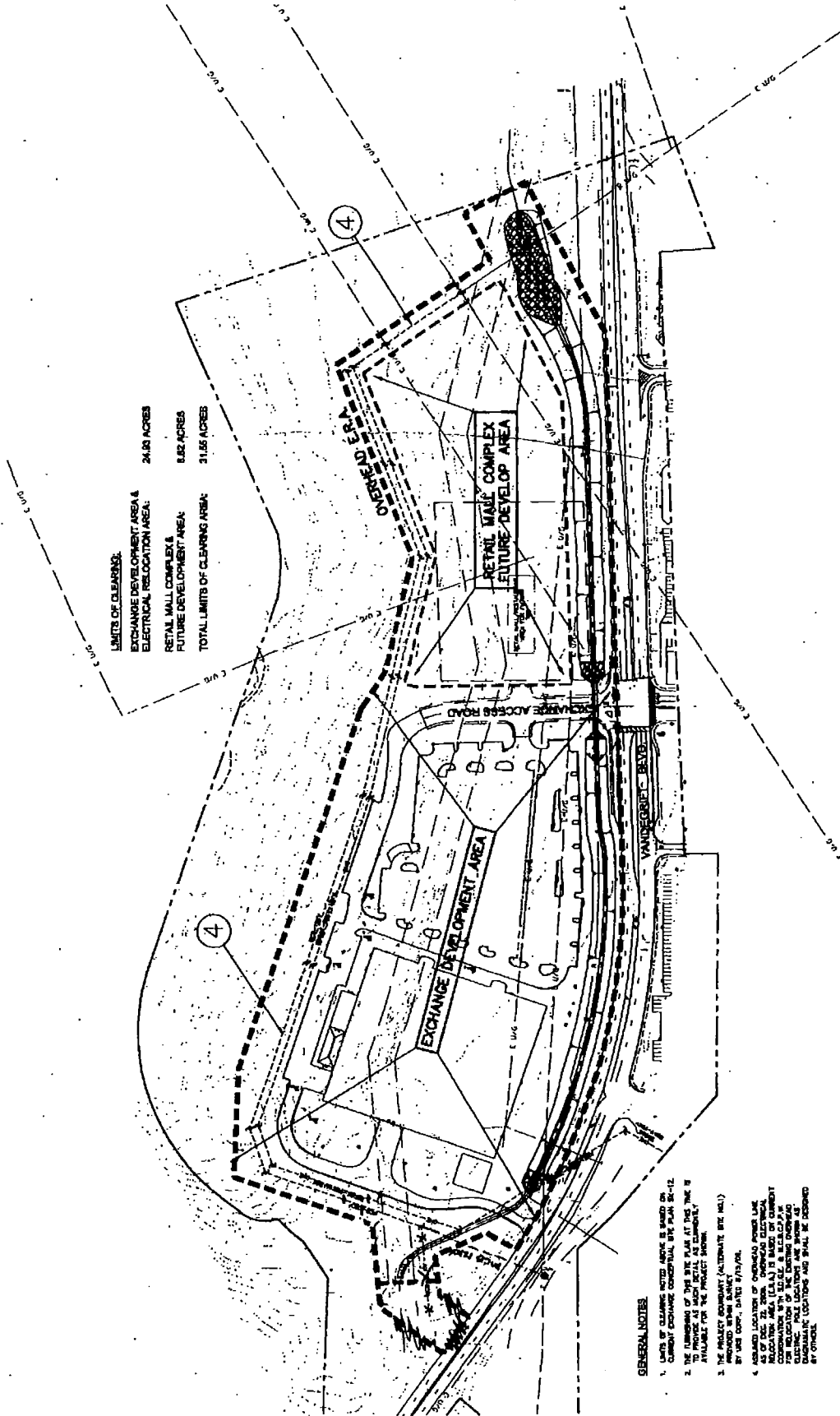
SOURCES:  
Site Plan (March 2009);  
AEX (April 2008)

**LIMITS OF CLEARING, ELECTRICAL RELOCATION AREA  
AND EXCHANGE DEVELOPMENT AREA  
MAIN EXCHANGE MALL COMPLEX  
MARINE CORPS BASE CAMP PENDLETON, CALIFORNIA**

80 0 80 100 Feet  
SCALE: 1" = 100' (1:1200)  
SCALE CORRECT WHEN PRINTED AT 22CM

CREATED BY: RC DATE: 10-22-09 FIG. NO:  
PM: EN PROJ. NO: 000000000000

**EXHIBIT (A)**



MAIN EXCHANGE  
 MCB CAMP PENDLETON  
 LIMITS OF CLEARING  
 ELECTRICAL RELOCATION AREA &  
 EXCHANGE DEVELOPMENT AREA  
 2010-01-11



- GENERAL NOTES:**
1. LIMITS OF CLEARING NOTED AREAS IS BASED ON CURRENT EXISTING CONCEPTUAL SITE PLAN 20-12.
  2. THE DIMENSIONS OF THIS SITE PLAN AS THIS DATE IS TO PROVIDE AS MUCH DETAIL AS POSSIBLE. THIS IS AVAILABLE FOR THE PROJECT SHOW.
  3. THE PROJECT BOUNDARY (ALTERNATIVE SITE PLAN) IS BY THE COMPANY DATED 8/10/08.
  4. LOCATED LOCATIONS OF OVERHEAD POWER LINE AS OF DATE 20-12-2008. OVERHEAD ELECTRICAL RELOCATION AREA (E.W.G.) IS BASED ON CURRENT CONCEPTUAL SITE PLAN 20-12. THE EXISTING OVERHEAD ELECTRICAL LINE LOCATIONS ARE SHOWN AS DOTTED LINE. LOCATIONS ARE SHOWN AS DOTTED LINE.



EXHIBIT (A)

