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Recording Requested By

SAN DIEGO GAS & ELECTRIC COMPANY

When Recorded

SAN DIEGO COUNTY RECORDER'S OFFICE
ANNETTE EVANS, COUNTY RECORDER
RF: 10.00 FEES: 19.00
AF: 8.00 NA
MF: 1.00

13147

Mail to: SDG&E, P.O.Box 1831
San Diego, CA 92112
ATTN: Office Services, Room 611
J C Barnett

SPACE ABOVE FOR RECORDER'S USE

Transfer Tax None
SAN DIEGO GAS & ELECTRIC COMPANY

Rebecca J. Whitney

EASEMENT

13147

ALL CORRESPONDENCE IN CONNECTION WITH THIS CONTRACT SHOULD INCLUDE REFERENCE TO NUMBER

GRANT OF EASEMENT

THIS INDENTURE, made the 7th day of June, 1991 between the United States of America, herein called the Government, acting by and through the Department of the Navy, and the Southern California Edison Company, a California corporation, the San Diego Gas and Electric Company, a California corporation and the City of Anaheim, a municipal corporation of the State of California, and the City of Riverside, a municipal corporation of the State of California, herein called the Grantees:

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

WHEREAS, the Grantees have requested an easement for the construction, installation, operation, maintenance, repair and replacement of a flood control channel, berm, and debris basin to protect the San Onofre Nuclear Generating Station on, over, across, and under that portion of the Station 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 and is in accord with the objectives of Public Law 88-82, approved July 30, 1963;

NOW, THEREFORE, this indenture witnesseth that, in consideration of one million, one hundred thousand dollars and no cents (\$1,100,000.00) paid by the Grantees to the Government, the Government hereby grants to the said Southern California Edison Company, San Diego Gas & Electric Company, the City of Anaheim, and the City of Riverside, and their respective successors and assigns, from the date written first above until May 12, 2023, an easement for the construction, installation, operation, maintenance, repair and replacement of a flood control channel, berm and debris basin and appurtenances thereto, on, over, across, and under that portion of the Station, hereinafter called the Premises, and described in Exhibit "A" attached hereto and made a part hereof; to have and to hold as tenants in common, Southern California Edison Company, its successors and assigns, to have an undivided 75.87 percent interest therein; San Diego Gas and Electric Company its successors and assigns, to have an undivided 20.00 percent interest therein; the City of Riverside, its successors and assigns, to have an undivided 1.49 percent interest therein; and the City of Anaheim, its successors and assigns, to have an undivided 2.64 percent interest therein.

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

1. All work in connection with the construction, installation, operation, maintenance, repair, and replacement of the flood control channel, berm, and debris shall be without cost or expense to the Government, and in accordance with plans previously approved by the Commanding Officer, Southwest Division, Naval Facilities Engineering Command.

SER. 59760A
 J.O. 4184
 FUNC. 2414

APPROVED BY MANAGER
 REAL. PROP. & ADMIN. SER.
 BY BG DATE 1/31/91

2. The Grantees shall maintain the Premises and the flood control channel, berm and debris basin 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 flood control channel, berm, and debris basin.

3. The Grantees' rights hereunder shall be subject to such reasonable rules and regulations as may be prescribed by the Government to assure that the exercise of such rights will not interfere with Government activities at the Station.

4. Upon termination of this easement, the Grantees, at their expense, shall remove, to the extent requested by the Government, improvements installed or constructed hereunder, and shall restore the Premises to the same or as good a condition as that which existed prior to the exercise by the Grantees of their rights hereunder. Such restoration shall be done in a manner satisfactory to the Commanding Officer, Southwest Division, Naval Facilities Engineering Command.

5. This easement is subject to all easements, restrictions, and other encumbrances of record.

6. All or any part of this easement may be terminated upon failure by the Grantees 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. The Government may use the Premises of this easement for any purpose that does not unreasonably interfere with the use and enjoyment by the Grantees of the rights granted by this easement.

8. The Grantees shall relocate and/or reconstruct any Government facilities requiring relocation due to construction and installation of the flood control channel, berm, and debris basin. This shall include, but not be limited to, approximately 7,900 linear feet of the El Camino roadway located on the Premises. Said facilities will be constructed at no cost to the Government and in accordance with plans and specifications satisfactory to the Commanding Officer, Southwest Division, Naval Facilities Engineering Command.

9. Title to all improvements constructed by or on behalf of Grantees, except those constructed pursuant to paragraph 8, above, shall be in Grantees, their Contractors, in the trustees of Grantees under the terms of Grantee' respective trust indentures, or in respective successors and assigns thereof, and shall not be in the Government; and the respective interest herein of Southern California Edison Company, San Diego Gas & Electric Company, the City of Anaheim, and the City of Riverside, their respective successors, assigns, and trustees, shall be as they may agree from time to time.

10. Grantees shall have the right to excavate, grade, and remove earth and other spoil material necessary in the construction and operation of the flood control channel, berm and debris basin. Spoil material shall be deposited within the Station unless otherwise directed by the Government. The Commanding General of the Station shall approve spoil disposition areas and method of spoil disposition within the Station.

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 written first above.

UNITED STATES OF AMERICA

Jose J. DeLuna

JOSE J. DELUNA

Real Estate Contracting Officer

ACKNOWLEDGEMENT

By See Notary below

ACCEPTED:
COMPANY

SOUTHERN CALIFORNIA EDISON

By *D. C. Jones*

D. C. JONES, Manager Northern Region, Land Sr
Real Properties & Administrative Services

SAN DIEGO GAS & ELECTRIC COMPANY

By *James W. Shepard*

JAMES W. SHEPARD, ACTING MANAGER
LAND SERVICES DEPARTMENT

CITY OF ANAHEIM

By *Dale L. Pohlman*

Dale L. Pohlman,
Assistant General Manager-Power Resources
CITY OF RIVERSIDE

By *M. William Holsinger*

M. William Holsinger
Real Property Services Manager

APPROVED AS TO FORM

Alan R. Watts

Alan R. Watts
SPECIAL COUNSEL

Anaheim

April 12, 1991

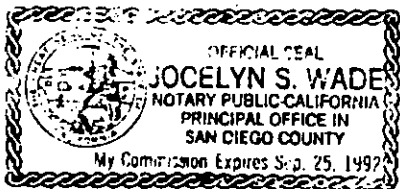
APPROVED AS TO FORM

Robert A. Lewis Sr.
Riverside ASST. CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

On 7 Jun 91 before me the undersigned, a Notary Public in and for San Diego County, California, personally appeared Jose J. DeLuna, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.



Jocelyn S. Wade
Notary Public

SAN ONOFRE NUCLEAR GENERATING STATION
UNITS 2 AND 3

Legal Description of Land Within the Offsite Probable Maximum
Flood Berm Channel and Debris Basin

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

That portion of the Rancho Santa Margarita y Las Flores, as described in the Patent from the United States of America, dated March 28, 1879 and recorded in Book 7, page 18, et seq., of Patents in the office of the County Recorder of said County, being also portions of Section 24 in Township 9 South, Range 7 West and Sections 19 and 30 in Township 9 South, Range 6 West, as shown on Record of Survey Map No. 794 filed January 17, 1940 in the office of said County Recorder, described as follows:

Beginning at a point in the Northeast quarter of said Section 24, said point being particularly described as having grid coordinates N 444,608.19, E 1,599,752.35 of Zone 6 of the California State Coordinate System, said point bears South 84° 42' 58" West, 1789.34 feet from a 1-1/2 inch iron pipe with concrete plug and broken portion of brass cap monument up 6 inches set for the Northeast corner of said Section 24, said Northeast corner being particularly described as having grid coordinates N 444,772.97, E 1,601,534.09 of Zone 6 of the California State Coordinate System, said Northeast corner of Section 24 bears North 00° 43' 17" East, 3405.71 feet, measured along the Range Line lying between Range 7 West and Range 6 West, from a 1-1/2 inch iron pipe with brass disk set for the Southwest corner of said Section 19, said Southwest corner of Section 19 being particularly described as having grid coordinates N 441,367.53, E 1,601,491.21 of Zone 6 of the California State Coordinate System; thence from said Point of Beginning the following courses and distances:

- 1st, South 85° 34' 27" West, 445.12 feet;
- 2nd, South 86° 28' 24" West, 264.35 feet;
- 3rd, South 44° 04' 04" West, 140.44 feet;
- 4th, South 32° 25' 43" West, 64.00 feet;
- 5th, South 05° 54' 55" West, 112.60 feet;
- 6th, South 21° 11' 44" East, 145.74 feet;
- 7th, South 31° 10' 44" West, 100.14 feet;
- 8th, North 64° 14' 01" West, 153.65 feet;
- 9th, South 19° 06' 24" East, 646.17 feet;
- 10th, South 20° 28' 19" East, 251.63 feet;
- 11th, South 44° 36' 54" East, 309.35 feet;
- 12th, South 42° 20' 00" East, 630.81 feet to the beginning of a tangent curve concave Northeasterly and having a radius of 2879.00 feet; thence
- 13th, Southeasterly along said curve through a central angle of 130° 52' 00", an arc distance of 596.77 feet (Chord S 49° 15' 00" E - 595.073); thence

EXHIBIT A

APPROVED BY CADASTRAL	
<i>W. J. [Signature]</i>	
DATE	20 NOV 1986
TIME	

14th, (tangent to said curve South $56^{\circ} 12' 00''$ East,) 1586.73 feet to a point in the Northwest quarter of said Section 30, said point being particularly described as having grid coordinates N 441,266.96, E 1,601,550.35, of Zone 6 of the California State Coordinate System, said point bears South $30^{\circ} 27' 27''$ East, 116.67 feet from the hereinabove referred to Southwest corner of said Section 19 having the coordinates hereinabove referred to; thence

15th, South $63^{\circ} 49' 05''$ East, 549.67 feet;
 16th, South $59^{\circ} 01' 25''$ East, 267.63 feet;
 17th, South $47^{\circ} 59' 31''$ East, 602.74 feet;
 18th, South $56^{\circ} 12' 00''$ East, 1623.21 feet;
 19th, South $54^{\circ} 36' 48''$ East, 546.40 feet;
 20th, South $50^{\circ} 05' 40''$ East, 251.05 feet;
 21st, South $66^{\circ} 43' 10''$ East, 355.20 feet;
 22nd, South $55^{\circ} 25' 50''$ East, 241.81 feet;
 23rd, South $53^{\circ} 06' 04''$ East, 421.55 feet;
 24th, South $50^{\circ} 06' 36''$ East, 340.54 feet;
 25th, South $44^{\circ} 15' 50''$ East, 168.38 feet;
 26th, South $61^{\circ} 11' 14''$ East, 110.04 feet;
 27th, North $84^{\circ} 30' 08''$ East, 104.21 feet,

28th, North $61^{\circ} 35' 58''$ East, 142.11 feet, to a point in said Section 30, said point being particularly described as having grid coordinates North 438,257.88, East 1,606,274.09 of Zone 6 of the California State Coordinate System, said point bears South $56^{\circ} 58' 11''$ East, 5705.18 feet from the hereinabove referred to Southwest corner of said Section 19 having the coordinates hereinabove referred to; thence

29th, North $58^{\circ} 41' 45''$ West, 239.66 feet;
 30th, North $57^{\circ} 50' 54''$ West, 522.66 feet;
 31st, North $52^{\circ} 07' 38''$ West, 511.99 feet;
 32nd, North $56^{\circ} 42' 37''$ West, 267.10 feet;
 33rd, North $57^{\circ} 15' 54''$ West, 546.07 feet;
 34th, North $55^{\circ} 13' 19''$ West, 281.86 feet;
 35th, North $54^{\circ} 48' 35''$ West, 268.26 feet;
 36th, North $51^{\circ} 05' 50''$ West, 352.17 feet;
 37th, North $51^{\circ} 52' 42''$ West, 197.54 feet;
 38th, North $80^{\circ} 14' 41''$ West, 170.45 feet;
 39th, North $57^{\circ} 36' 59''$ West, 348.07 feet;
 40th, North $52^{\circ} 21' 13''$ West, 277.96 feet;
 41st, North $55^{\circ} 42' 40''$ West, 248.89 feet;
 42nd, North $49^{\circ} 40' 21''$ West, 239.69 feet;
 43rd, North $48^{\circ} 00' 02''$ West, 151.22 feet;
 44th, North $52^{\circ} 57' 06''$ West, 232.04 feet;
 45th, North $58^{\circ} 48' 05''$ West, 257.36 feet;
 46th, North $61^{\circ} 56' 09''$ West, 262.95 feet;
 47th, North $61^{\circ} 06' 43''$ West, 291.06 feet;
 48th, North $55^{\circ} 35' 17''$ West, 733.24 feet;
 49th, North $50^{\circ} 33' 51''$ West, 181.07 feet;
 50th, North $56^{\circ} 33' 48''$ West, 671.49 feet;
 51st, North $53^{\circ} 53' 59''$ West, 150.62 feet;
 52nd, North $48^{\circ} 54' 56''$ West, 230.03 feet;
 53rd, North $43^{\circ} 43' 57''$ West, 431.20 feet;

APPROVED BY CADASTRAL

A. S. M. Fernandez

NAME 20 NOV 1971 DATE

54th, North 33° 51' 43" West, 224.59 feet;
 55th, North 43° 13' 06" West, 181.04 feet;
 55th, North 69° 45' 34" West, 143.77 feet;
 57th, North 23° 35' 34" West, 553.01 feet;
 53th, North 30° 45' 06" East, 152.34 feet;
 59th, North 60° 12' 35" East, 51.53 feet;
 60th, North 32° 41' 07" East, 79.07 feet;
 61st, North 75° 21' 25" East, 157.24 feet;
 62nd, South 57° 34' 20" East, 128.20 feet;
 63rd, South 80° 55' 38" East, 110.12 feet;
 64th, North 48° 25' 19" East, 120.97 feet;
 65th, North 10° 39' 57" East, 89.20 feet;
 66th, North 06° 38' 36" West, 216.70 feet;
 67th, North 03° 24' 13" East, 166.42 feet;
 68th, North 47° 49' 47" East, 147.52 feet;

Beginning.

Contains 39.67 Acres, Per Dwg.

APPROVED BY CADASTRAL	
<i>Clay A. Fontaine</i>	
NAME	28 1977
DATE	1977

feet to the Point of

The hereinabove described land is encumbered by and is subject to the hereinafter referred to easements and rights of way:

1. An easement lying within strips of land, 2 feet wide and 24 feet wide, affecting portions of said land for electric transmission lines together with the right of free access to said lines over other portions of the lands of the Grantors which shall, as far as practicable, be over public roads and the established ranch roads as granted by James L. Flood and Maud L. Flood, by James L. Flood, her Attorney-in-Fact, to San Diego Consolidated Gas & Electric Company, a corporation, in an instrument recorded November 8, 1922 as Document No. 34637 in Book 898, page 466 of Deeds, in the office of the County Recorder of San Diego County.

2. An easement of right of way, 15 feet wide, affecting a portion of said land for underground telephone, telegraph, and communication purposes together with the rights of ingress and egress to and from said right of way over and along any roads now existing on the lands of the Grantor, or over and along such roads as Grantor may hereafter relocate or substitute for existing roads and extensions thereof as granted by Rancho Santa Margarita, a corporation, to Southern California Telephone Company, a corporation, in a Right of Way Easement recorded July 15, 1941 in Book 1217, page 88 of Official Records, in the office of said County Recorder.

The portion of land affected by said right of way was exactly located by an agreement recorded December 15, 1941 in Book 1275, page 423 of Official Records, in the office of said County Recorder.

3. An easement affecting a portion of said land for electric transmission lines, communication lines and pipelines for the transportation of water, gas, oil, and other material for serving nuclear electric generating station as granted by the United States of America, acting by and through the Department of the Navy to Southern California Edison Company, a corporation, in a Grant of Easement recorded May 12, 1964 as Document No. 85890 of Official Records, in the office of said County Recorder.

4. An easement affecting a portion of said land for electric transmission lines, communication lines, and pipelines for the transportation of water, gas, oil, and other material for serving nuclear electric generating station as granted by the United States of America, acting by and through the Department of the Navy to San Diego Gas & Electric Company, a corporation, in a Grant of Easement recorded May 12, 1964 as Document No. 85891 of Official Records, in the office of said County Recorder.

5. An easement affecting portions of said land for electric power transmission lines and communication lines as granted by the United States of America, acting by and through the Department of the Navy to Southern California Edison Company, a corporation, in a Grant of Easement recorded August 13, 1979 as Document No. 79-338060 of Official Records, in the office of said County Recorder.