

Recording Requested By, and when Recorded Return to:

George J. Kuhrts III, Vice Pres.
DiGiorgio Development Corp.
P. O. Box A
Borrego Springs, CA 92004

1522 FILE NO. 80-290790
BOOK 1876
RECORDED REQUEST OF
Di Gi Giorgio Development Corp.
SEP 9 2 03 PM '80
OFFICIAL RECORDS
SAN DIEGO COUNTY CLERK
VERA L. LYLE
RECORDER

\$9.00

DOCUMENTARY TRANSFER TAX \$.....

Grant of Non-Exclusive Easement

This Agreement is made and effective as of SEP 4 1980, 1980 by and between Title Insurance and Trust Company, as Trustee under Trust No. 4R-5125007 (hereinafter referred to as "Grantor") and Di Giorgio Development Corporation (hereinafter referred to as "Grantee").

WHEREAS, Grantor, as Trustee under Trust No. 4R-5125007 is the owner of certain real property located in the unincorporated area known as Borrego Springs, County of San Diego, State of California, described as follows:

The East half of Section 18, in Township 10 South, Range 6 East, San Bernardino Base and Meridian, in the County of San Diego, State of California. According to Official Plat thereof, (hereinafter referred to as the "Servient Tenement") and;

WHEREAS, Grantee is the owner of certain real property located in the unincorporated area known as Borrego Springs, County of San Diego, State of California, described as follows:

Section 7, in Township 10 South, Range 6 East, San Bernardino Base and Meridian, in the County

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September 4, 1980
Indian Head Ranch Association
did not yet exist.

Indian Head Ranch Association
is not a party to the agreement.
It does not own any real property.



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of San Diego, State of California, according to
Official Plat thereof,

(hereinafter referred to as the "Dominant Tenement"), which Dominant
Tenement is adjoining the Servient Tenement; and

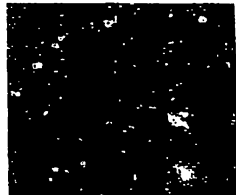
WHEREAS, Grantee desires to acquire, and Grantor desires
to grant to Grantee, certain rights in the Servient Tenement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Grant of Easement for Road and Utility Purposes.

Grantor hereby grants to Grantee an easement and right of way over
and upon the Servient Tenement for a road for ingress and egress to
and from the Dominant Tenement together with the right to install
on, over and under said road public utilities including, but not
limited to, electricity, gas, water, sewer, telephone and cable
television. Said road and utility easement is 40 feet in width and
the centerline thereof is located as more particularly described on
the attached Exhibit "A," which is incorporated herein by this
reference.

2. Character of Easement. The easement rights granted
herein are appurtenant to the Dominant Tenement and all present and
future divisions and subdivisions thereof. The easement rights
herein granted are non-exclusive, Grantor reserving the right to use
said road for the same or similar purposes and further reserving the
right to grant the same or similar rights to others; provided,
however, that the non-exclusive rights retained by Grantor or
granted by Grantor to any other person or property shall in no way
interfere with, restrict or hinder Grantee's full enjoyment of
Grantee's easement rights hereby granted. This grant of easement



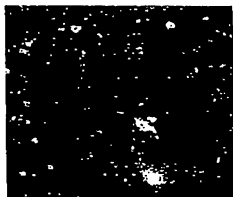
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shall run with the land and shall be binding on, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and assigns.

3. Use of Easement. The easement rights granted hereunder shall inure to the present and future owners of the Dominant Tenement and, without limitation, their invitees, agents, servants, employees, customers, tenants and lessees.

4. Construction, Maintenance and Repair. Grantee shall have the right, but not the duty, to construct, reconstruct, maintain, repair, remove and replace said road and said utilities including but not limited to clearing, excavating, leveling, filling, trenching, grading, surfacing, paving, installation of culverts, pipes, appliances, fittings, appurtenances, poles, wires, cables, foundations, footings and curbs. Grantor further grants to Grantee the right of reasonable access, use, ingress and egress of and to the Servient Tenement in order for Grantee to exercise its rights hereunder. Grantee shall be under no obligation or duty to Grantor, or others to whom Grantor may grant the same or similar easement rights, to construct, reconstruct, maintain, repair, remove or replace said road and said utilities.

5. Placement of Gates. Grantee shall also have the right, but not the duty, to construct, reconstruct, maintain, repair, remove and replace a gate or gates across said road and utility easement; provided, however, that Grantee shall provide reasonable access through any such gates to Grantor or others designated by Grantor.



6. Grantor's Cooperation. Grantor agrees to cooperate with Grantee, at no expense to Grantor, in obtaining any permits, licenses and entitlements for use that may be required in order for Grantee to construct, reconstruct, maintain, repair, remove and replace said road and said utilities on the Servient Tenement. All costs and expenses of obtaining any such permits, licenses and entitlements for use shall be the responsibility of Grantee. Grantor's agreement to cooperate hereunder shall include, but not be limited to, the execution of any documents, applications or requests required in order to obtain such permits, licenses and entitlements for use.

7. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

8. Attorneys' Fees. In the event of any controversy, claim or dispute relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, including attorneys' fees and costs.

9. Severability. Invalidation of any of the grants, covenants, restrictions, easements, or other agreements herein contained shall in no way affect any of the other grants, covenants, restrictions, easements and agreements contained in this Agreement, which shall remain in full force and effect.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective the day and year above written.

Grantor: Title Insurance and Trust Company, Trustee under Trust No. 4R-5125007

By [Signature]
Vice President

By [Signature]
Asst. Secretary

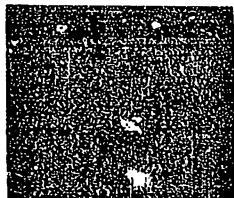
Grantee: Di Giorgio Development Corporation

By [Signature]
George W. Ehrts III, Vice President

By [Signature]
R. D. Rainis, Treasurer

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

On September 3, 1980 before me, the undersigned, a Notary Public in and for said State, personally appeared Ernest B. Bond known to me to be the Asst Vice President, and Doris J. Holmes known to me to be the Assistant Secretary of Title Insurance and Trust Company, the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of said corporation, and acknowledged to



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me that said corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature *Marion Maynard*

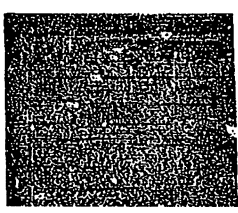
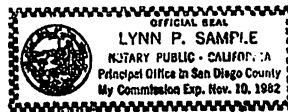


STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

On September 9, 1980 before me, the undersigned, a Notary Public in and for said State, personally appeared George J. Kuhrts III, known to me to be the Vice President, and R. D. Falis, known to me to be the Treasurer ~~Secretary~~ of DiGiorgio Development Corporation, the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of said corporation, and acknowledged to me that said corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature *Lynn P. Sample*



OFFICIAL RECORDS, SAN DIEGO COUNTY, VERA L. LYLE, RECORDER

A centerline road easement through the East one-half of Section 18, Township 10 South, Range 6 East, San Bernardino Base and Meridian, San Diego County, California, more fully described as follows:

Commencing at the Northeast corner of Section 18, thence bear N 89°34'58" W along the North section line of Section 18 a distance of 1227.71 feet to the existing centerline of roadway for Section 7 and the true point of beginning:

Thence bear S 00°26'33" E a distance of 196.19 feet;
thence bear along a curve concave Southeasterly, with a central angle of 22°34'00" and a radius of 1000.00 feet, for a distance of 393.86 feet;
thence bear S 23°00'33" E a distance of 2040.89 feet;
thence bear along a curve concave Southerly, with a central angle of 21°36'42" and a radius of 1000.00 feet for a distance of 377.20 feet;
thence bear S 01°23'51" E a distance of 984.94 feet +, to a point on a curve on the centerline of the Henderson Canyon Road; containing 3.67 + gross acres.
Said easement shall be 20.00 feet in width on either side of said centerline.

EXHIBIT "A"

