

Escrow D-74061

1371

RECORDING REQUESTED BY:

WHEN RECORDED, MAIL TO:

Mr. Robert James Berton, Attorney  
Procopio, Cory, Hargreaves and  
Savich  
1900 California First Bank Building  
530 "B" Street  
San Diego, California 92101

80-073323

BOOK 1980  
RECORDED REQUEST OF  
ST. PAUL TITLE COMPANY

MAR 4 8:00 AM '80

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

\$19.00

GRANT OF EASEMENTS

AND

ST. PAUL TITLE COMPANY

EASEMENTS AGREEMENT

DOCUMENTARY TRANSFER TAX \$.....

THIS GRANT OF EASEMENTS AND EASEMENTS AGREEMENT is made by and between WILLIAM KETCHUM and GLORIA ADAMS KETCHUM, husband and wife ("Grantors"), and JOJOBA LTD., a partnership ("Grantee"), with respect to the following facts:

A. Grantors own certain real property situated in San Diego County, California, a particular legal description of which is attached hereto, marked Exhibit A, and by this reference incorporated herein ("Servient Tenement");

B. Grantee owns certain real property adjacent to and abutting the Servient Tenement, a particular legal description of which is attached hereto, marked Exhibit B, and by this reference incorporated herein ("Purchased Land");

C. Grantors own a certain water storage tank occupying the Servient Tenement and the approximate location of which is marked on the map attached hereto, marked Exhibit D, and by this reference incorporated herein, by an encircled "STOR".

D. Grantee desires to acquire certain rights in the Servient Tenement;

NOW, THEREFORE, for valuable consideration, receipt whereof is hereby acknowledged, it is agreed as follows:

1. Grantors hereby grant to Grantee a permanent, nonexclusive easement and right of way, ten (10) feet in width, in, upon, over, under and across the Servient Tenement described for the

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purpose of excavating for, placing, constructing, preparing, replacing, repairing, changing the size of, maintaining, improving and using the water pipeline or water pipelines and the necessary and incidental appurtenances and fixtures thereto which exist or are to exist in, upon, over, under and across the permanent easement, which easement shall be of the least amount of land reasonably required to allow for the placement of adequate water pipelines. This grant includes the right of ingress to and egress from, to and along said easement and right of way by a practical route or routes in, upon, over and across the easement granted herein. The abovementioned route or routes shall cross either into or out of the Servient Tenement at either a point along the Servient Tenement's western border with the Purchased Land or a point along that section of the Servient Tenement's southern boundary that touches Old Highway 80. The grant of the easement and right of way described in this paragraph also includes the right to use any other part of the Servient Tenement which adjoins the said easement and which is reasonably necessary for the excavation for and the placement, construction, preparation, replacement, repair, change of size, maintenance and improvement of the water pipe or water pipelines. Such use shall be for a reasonable length of time only, and the right to such use shall be exercised so as to result in as little interference with Grantors' use of the Servient Tenement as practicably possible.

2. Grantors do furthermore grant to Grantee a permanent, exclusive easement and right of way in, upon, over, under and across the Servient Tenement for the purpose of placing, constructing, replacing, repairing, improving, maintaining and using the existing water storage tank, approximately located at "STOR" on Exhibit D, or the water storage tank, tanks, reservoir or reservoirs that may be constructed near the existing tank (which shall be taken to mean that in no event shall any portion of any water storage tank or reservoir to be constructed be located more

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than two hundred (200) feet from the perimeter of the existing tank) on the easement herein granted, which easement shall be of the least amount of land reasonably required to allow for the placement of adequate water storage tanks or reservoirs. This grant includes the right of ingress to and egress from, to and along said right of way by practical route or routes in, upon, over and across this granted easement. Such practical route or routes for ingress and egress shall cross either into or out of the Servient Tenement at either a point along the Servient Tenement's western border with the Purchased Land or a point along that part of the Servient Tenement's southern border that touches Old Highway 80.

3. The easements granted herein shall be appurtenant to the Purchased Land.

4. The Grantee of the easements described in Paragraphs 1 and 2 of this Agreement shall pay all costs of improvement and repair of said easements and of maintaining them in good order.

5. Grantee shall not itself, directly or indirectly, or through others, knowingly allow, suffer or permit water pumped, drawn, extracted or otherwise removed from the Purchased Land to be sold, supplied or distributed to or to be used or consumed by any persons or entities unless all such sale, supply, distribution, use and consumption occurs entirely within the real property described as follows:

- (a) The Servient Tenement (Exhibit A);
- (b) The Purchased Land (Exhibit B);
- (c) The Service Area, which term refers to that real property legally described in Exhibit C, attached hereto, and by this reference incorporated herein.

Exhibit D consists of a map of the real property described in Exhibits A, B, and C, on which map the Servient Tenement, the Pur-

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chased Land, and the Service Area are each clearly outlined and marked.

6. Grantee shall lay and cover the water pipeline or water pipelines located within the permanent easement right of way described in Paragraph 1 of this Agreement to a minimum depth of three (3) feet.

7. After the initial installation of the water pipeline or water pipelines, after any relocation thereof, and after any future installations of the water pipeline or water pipelines, Grantee shall restore the surface grade above the water pipeline or water pipelines to as near the original elevation as is practicable, and shall restore to its original condition any fencing of Grantors which has been moved or damaged by the installation of said pipes.

8. Grantors shall not increase, decrease or permit to be increased or decreased the existing ground elevations of the easements and rights of way, described in Paragraphs 1 and 2 of this Agreement, existing at the time this document is executed, without the previous written consent of Grantee.

9. Grantors shall have the right, at their own risk, to use the surface of the subject real estate described in Paragraph 1 of this Agreement in any manner which does not interfere or conflict with the easements herein granted. Notwithstanding the above, however, Grantors shall not erect, construct or permit to be erected or constructed any building, structure, or power or transmission lines upon, under or over the easements herein granted without the prior written permission of Grantee. Nor shall Grantors cause or permit any excavations or other diggings within the easements herein granted without prior written permission of Grantee. Nor shall Grantors cause or permit any excavation adjacent to said easements which will cause damage to or threaten the safety of any water pipelines or fixtures placed within the boundaries of said easements.

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10. Grantee shall have the right, but not a duty, to trim or remove trees, brush, weeds, shrub, chaparral, roots or material from these easements and rights of way whenever Grantee deems it necessary. Said right shall not relieve Grantors of duty as owners to trim or remove trees, brush, weeds, shrub, chaparral or material to prevent danger or hazard to property or persons.

11. Grantee shall have the nonexclusive right to erect, maintain and use gates in all fences which now or may hereafter be permitted to cross, block or obstruct these easements and rights of way.

12. Grantors shall grant no other easement or easements in, upon, under, over or across the easements herein granted without the previous written consent of Grantee.

13. In the event that the water supply available to the owners and occupants of the Servient Tenement is ever inadequate to meet the full needs and demands of those owners and occupants for domestic use (which is taken to mean a use that is substantially nonagricultural), Grantee shall not directly or indirectly, or through others, supply or permit to be supplied, more water per acre to the area outlined in Exhibit D, but excluding the Servient Tenement, for such domestic use than the quantity of water per acre being supplied to the Servient Tenement for such domestic use. So long as the water supply from the Purchased Land is adequate to satisfy the demands for domestic use of all users described in Paragraph 5 hereof, the owners and occupants of the Servient Tenement shall have the nonexclusive right to require Grantee to supply water to the Servient Tenement for agricultural uses. Grantee shall supply, pursuant to the provisions of this Agreement and all applicable laws and regulations, water to the Servient Tenement for its domestic and agricultural uses in accord with prices and rates to be established from time to time.

In the event that there is an inadequate water supply, as defined in the paragraph immediately above, Grantee shall keep

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metered all wells located on the Purchased Land, and shall make the meter readings measuring water volume available to Grantors on a regular periodic basis, which in no case shall be taken to require Grantors to release such readings more often than quarterly. Furthermore, so long as Grantee supplies water to the Servient Tenement in compliance with the provisions of this Agreement, Grantors shall not operate or cause, allow, permit, or suffer to be operated any water well either now existing or to exist on the Servient Tenement.

14. Both the burden of all covenants contained in this Agreement which were made by Grantors and the benefit of all covenants contained herein which were made by Grantee shall run with the land of Grantors (Exhibit A). The burden of all covenants contained herein which were made by Grantee and the benefit of all covenants contained herein which were made by Grantors shall run with the land of Grantee (Exhibit B).

15. This Grant of Easements and Easements Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements and understandings of the parties. Any oral representations or modification concerning this Agreement shall be of no force or effect, excepting a subsequent writing signed by the party to be charged.

16. In the event of any controversy, claim, dispute, litigation or arbitration relating to this Agreement or breach thereof, the prevailing party shall be entitled to recover from the other party the prevailing party's reasonable attorneys' fees and costs.

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17. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, court-appointed representatives and assigns of each party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 20th day of December, 1979.

JOJOBA LTD., a Partnership

By: Rebecca Nauman

By: ECM Enterprises, a partnership

By: Alfred E. Monahan  
Alfred E. Monahan

By: Alvin F. Emig, Trustee  
Alvin F. Emig, Trustee of EMIG  
Trust dated 11-23-62

JOJOBA LTD., a partnership

ECM Enterprises, by Robert Campbell  
By: Morris Slay

Grantee

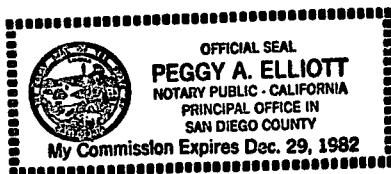
William Ketchum  
William Ketchum, Grantor

Gloria Adams Ketchum  
Gloria Adams Ketchum, Grantor

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

On December 20, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM KETCHUM and GLORIA ADAMS KETCHUM, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

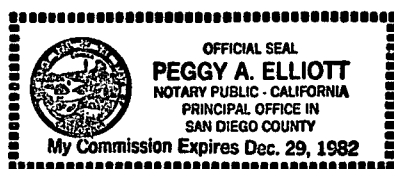
WITNESS my hand and official seal.



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

On December 20, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared R.H. Campbell and Morris Slayen, known to me to be one of the partners of the Partnership that executed the within Instrument, and acknowledged to me that such Partnership executed the same.

WITNESS my hand and official seal.



Peggy A. Elliott  
NOTARY PUBLIC in and for  
said County and State

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STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF SAN DIEGO )

On February 6, 1980, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ALVIN F. EMIG, as Trustee of EMIG Trust dated 11-23-62, RICHARD H. CAMPBELL, and ALFRED E. MONAHAN, known to me to be all of the partners of ECM ENTERPRISES, a partnership, said partnership being known to me to be one of the partners of JOJOBA, LTD., the partnership that executed the within instrument and acknowledged to me that they executed the same as a partner of the partnership first above named, that said partnership executed the same as a partner of Jojoba, Ltd., and that said last named partnership executed the same.

WITNESS my hand and official seal.

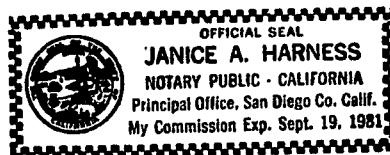


*Janice A. Harness*  
Notary Public in and for said County and  
State  
1245 + 1244  
+ 1248

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF SAN DIEGO )

On FEBRUARY 8, 1980, before me the undersigned, a Notary Public in and for said County and State, personally appeared REBECCA NEWMAN known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.



*Janice A. Harness*  
Notary Public in and for said County  
and State  
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LEGAL DESCRIPTION  
PAGE NO. 1

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DESCRIPTION

EXHIBIT "A"

All those portions of Sections 32 and 33 in Township 17 South, Range 8 East, San Bernardino Meridian, Sections 4, 5 and 9 in Township 18 South, Range 8 East, San Bernardino Meridian, in the County of San Diego, State of California, according to Official Government Plats thereof, being more particularly described as follows:

A) All those portions of the Southwest Quarter of the Northwest Quarter, the North Half of the Southwest Quarter, the Northwest Quarter of the Southeast Quarter and the South Half of the Southeast Quarter, which lay Southerly of the Southeasterly right of way line of Interstate Route No. 8, in Section 32, Township 17 South, Range 8 East, San Bernardino Meridian, in the County of San Diego, State of California, according to Official Government Plats thereof.

EXCEPTING therefrom those 100.00 foot and 200.00 foot strips of land conveyed by various deeds of record in said County of San Diego to the San Diego and Arizona Railway Company, ALSO EXCEPTING therefrom Road Survey 635 and 635-66 as shown on Maps filed in the County Engineer's Office of said San Diego County.

B) All that portion of the Southwest Quarter of the Southwest Quarter lying Southerly of the Southeasterly right of way line of Interstate Route 8 in Section 33, Township 17 South, Range 8 East, San Bernardino Meridian, in the County of San Diego, State of California, according to Official Government Plats thereof.

C) All of the Southwest Quarter, the Northwest Quarter of the Southeast Quarter and those portions of Lots 3 and 4 (North Half of Northwest Quarter), those portions of the South Half of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter, which lie Southerly of the Southeasterly and Southerly right of way line of Interstate Route 8, in Section 4, Township 18 South, Range 8 East, San Bernardino Meridian, in the County of San Diego, State of California, according to Official Plat thereof.

D) The East Half of Section 5, Township 18 South, Range 8 East, San Bernardino Meridian, in the County of San Diego, State of California, according to Official Government Plat thereof, EXCEPTING THEREFROM that portion lying within the 200.00 foot strip of land conveyed to the San

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LEGAL DESCRIPTION  
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Diego and Arizona Railway Company by various Deeds of record in said San Diego County.

ALSO EXCEPTING that portion lying in Road Survey 635-66.

E) All of Lots 5 and 6, Lot 7, except the North 330.00 feet of the West 200.00 feet and the Northeast Quarter of the Southeast Quarter excepting from said Northeast Quarter of Southeast Quarter the North 417.42 feet of the West 417.42 feet in Section 8, Township 18 South, Range 8 East, San Bernardino Meridian, in the County of San Diego, State of California, according to Official Plat thereof, ALSO EXCEPTING from said Northeast Quarter of the Southeast Quarter that portion lying Northerly of the Southerly right of way line of the California State Highway Commission Right of Way XI-SD-12-G, (Old Highway 80).

F) All of Lot 8, the Northwest Quarter and the Northwest Quarter of the Southwest Quarter in Section 9, Township 18 South, Range 8 East, San Bernardino Meridian, in the County of San Diego, State of California, according to Official Government Plat thereof. EXCEPTING therefrom that portion lying within the California State Highway Commission Right of Way XI-SD-12-G (Old Highway 80).

ORDER NO. 240089-B  
Water Company Desc.  
EXHIBIT "A"  
12/20/79  
bm

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DESCRIPTION

EXHIBIT "B"

All of the Northeast Quarter and the Northeast Quarter of the Northwest Quarter of Section 8, Township 18 South, Range 8 East, San Bernardino Meridian, in the County of San Diego, State of California, according to Official Plat thereof.

EXCEPTING therefrom that portion lying within the 200.00 foot strip of land conveyed to the San Diego and Arizona Railway Company, by various deeds of record in said San Diego County.

ALSO EXCEPTING that point of the Northeast Quarter lying Southerly of the Northerly right of way line of the California State Highway Commission Right of Way XI-SD-12-G (Old Highway 80).

ORDER NO. 240089-B  
bm  
12/20/79  
Water Company Desc.  
EXHIBIT "B"

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DESCRIPTION

EXHIBIT "C"

All those portions of Sections 7 and 8, Township 18 South, Range 8 East, San Bernardino Meridian, according to Official Government Plats thereof, all of the Subdivision of Jacumba, according to Map No. 1707, all of Jacumba Hot Springs Unit No. 1, according to Map No. 3583, and all of Jacumba Hot Springs Unit No. 2, according to Map No. 3642, all of the above lands being in the County of San Diego, State of California, and being more particularly described as follows:

G) Lot 8, the Northeast Quarter of the Southeast Quarter and the East Half of the Northeast Quarter in Section 7, Township 18 South, Range 8 East, San Bernardino Meridian, in the County of San Diego, State of California, according to Official Plat thereof EXCEPTING THEREFROM those portions lying within the 200.00 foot strip of land conveyed to the San Diego and Arizona Railway Company by various Deeds of record in said San Diego County, ALSO that portion lying within the California State Highway Commission Right of Way XI-SD-12-G (Old Highway 80), ALSO EXCEPTING that portion of Jacumba Hot Springs No. 2 Map No. 3642, lying within said Section 7.

H) The North 330.00 feet of the West 200.00 feet of Lot 7, all of Lot 8, the North Half of the Southwest Quarter, the Northwest Quarter of the Southeast Quarter, the North 417.42 feet of the West 417.42 feet of the Northeast Quarter of the Southeast Quarter, the West Half of the Northwest Quarter in Section 8, Township 18 South, Range 8 East, San Bernardino Meridian, in the County of San Diego, State of California, according to Official Government Plat thereof.

EXCEPTING therefrom that portion of Section 8 included within the boundaries of Jacumba, according to Map 1707, Jacumba Hot Springs No. 1, according to Map 3583, and Jacumba Hot Springs No. 2, according to Map No. 3642, ALSO excepting therefrom those portions lying within the 200.00 foot strip of land conveyed to the San Diego and Arizona Railway Company by various Deeds of record in said San Diego County.

AND EXCEPTING therefrom that portion lying within right of way of the California State Highway Commission Route XI-SD-12-G (Old Highway 80).

I) All of the Subdivision of Jacumba, in the County of San Diego, State of California according to Map thereof No. 1707, filed in the Office of the County Recorder May 28, 1919.

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EXCEPTING therefrom that portion lying within the right of way of California State Highway Commission Route XI-SD-12-G (Old Highway 80).

J) All of Jacumba Hot Springs Unit No. 1, in the County of San Diego, State of California, according to Map thereof No. 3586, filed in the Office of the County Recorder of San Diego January 29, 1957.

EXCEPTING therefrom that portion lying within the right of way of the California State Highway Commission Route XI-SD-12-G (Old Highway 80).

K) All of Jacumba Hot Springs Unit No. 2, in the County of San Diego, State of California, according to Map thereof No. 3642, filed in the Office of the County Recorder of San Diego, May 15, 1957.

ORDER NO. 240089-B  
bm  
EXHIBIT "C"  
Water Company Desc.  
12/20/79

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ASSESSOR'S PARCEL NUMBERS

EXHIBIT "A":

A)=614-100-11, 614-100-15  
B)= 614-110-04  
C)= 661-010-10, 11, 12, 13, 15, 16  
D)= 660-020-01  
E)= 660-150-04, 07, 08, 10  
F)= 661-060-12, 22

EXHIBIT "B":

660-150-17, 18

EXHIBIT "C":

G)= 660-040-02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 17, 18, 19, 20, 21, 22, 23  
660-110-01 PTN  
660-110-17, 18 PTNS  
660-030-04, 05, 06, 07  
H)= 660-150-01, 02, 05, 06, 11, 15, 16  
660-140-04, 05  
PTN 660-110-01, 17, 18  
660-110-02, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, 15, 20, 21, 22  
660-120-01, 03, 04, 05, 06, 08, 09, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24  
660-040-24  
I)= (All of Map 1707) All of: Bk660, pages 160, 170, 180, 190 (Blk 1 to 16)  
J)= (All of Map 3583) all in Bk 660, pages 071, 072, 073, (Lts 1 to 51) Page 090, 100  
K)= All of Map 3642, all in Book 660, pages 051, 052, 053, 061, 062, 063, 064, 081, 082, 083 (Lts 52 to 148)

EXHIBIT "D":

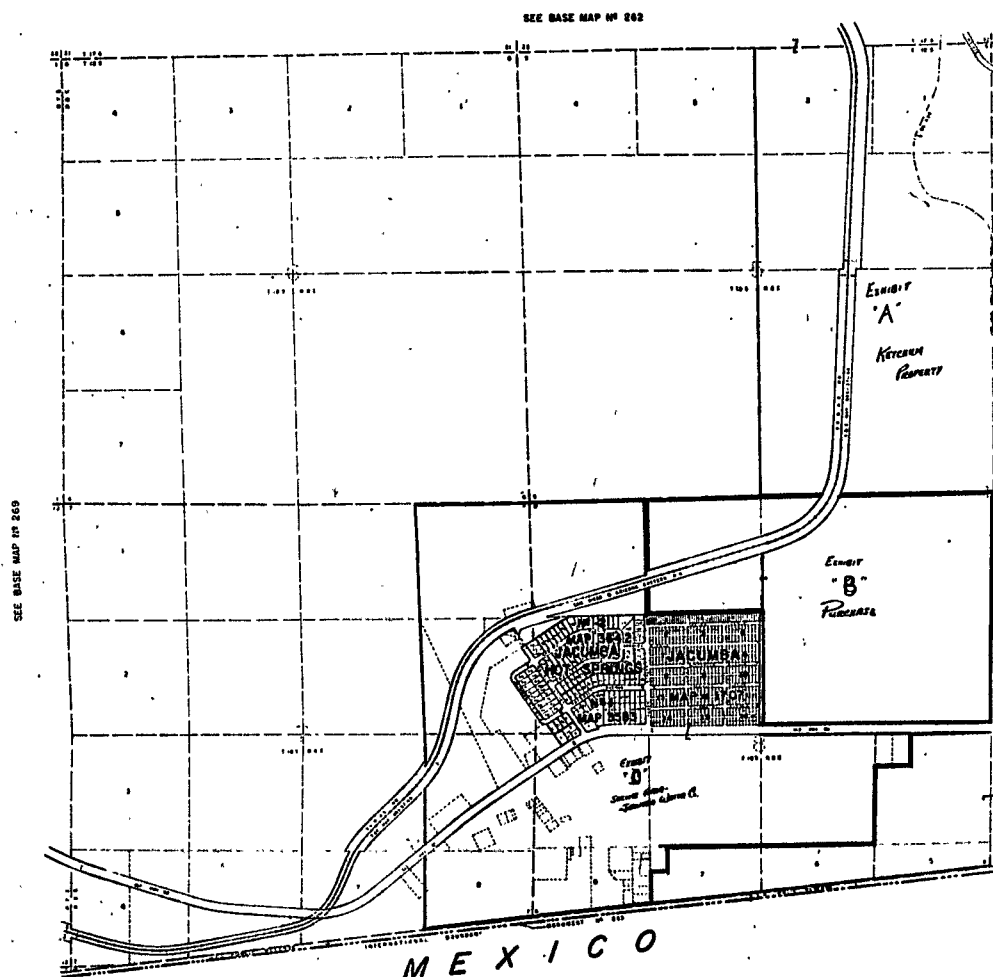
East Half of 661-060-12

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MAP N° 263



SEE BASE MAP N° 262

SEE BASE MAP N° 262



EXHIBIT A - KETCHUM PROPERTY  
 EXHIBIT B - PUGHMAN  
 EXHIBIT C - SANTA ANA - JEFFERSON WAGON CO.

PART OF EXHIBIT D

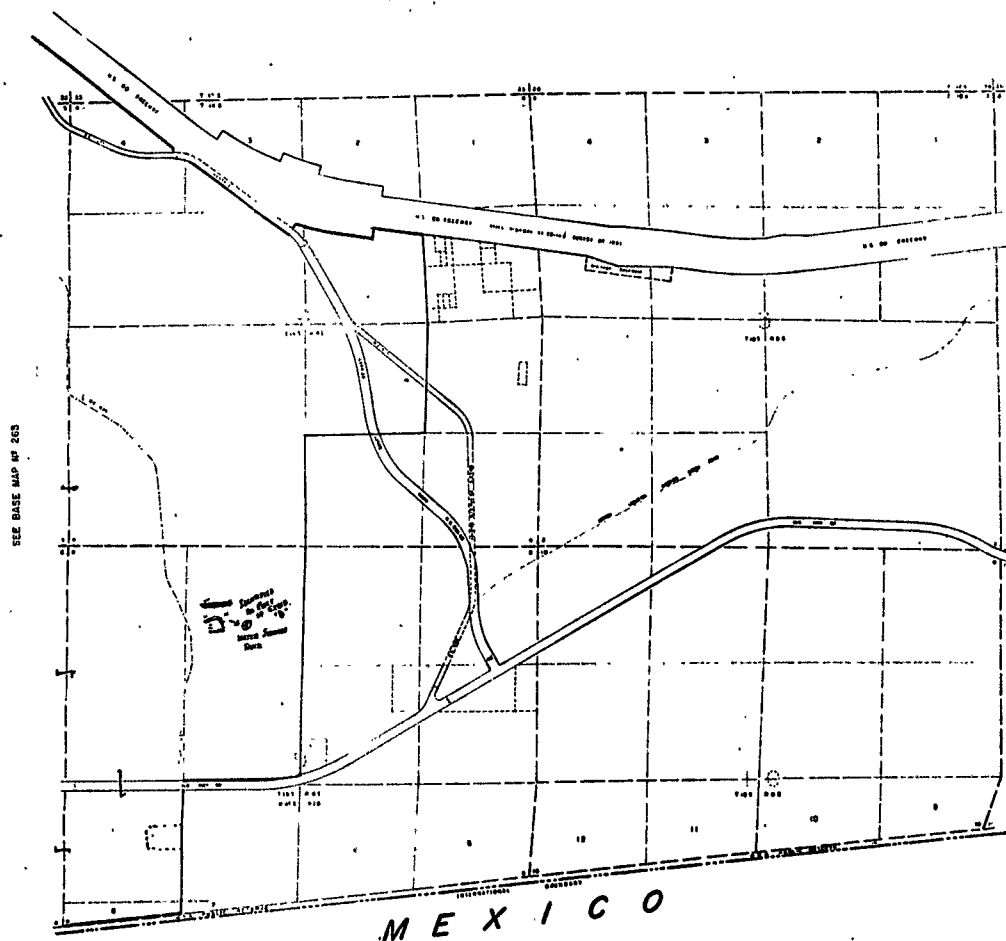
MAP N° 263

COUNTY OF SAN DIEGO  
 DEPARTMENT OF TRANSPORTATION

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

BASE MAP N° 264



SEE BASE MAP N° 263

SEE BASE MAP N° 265

MAP N° 264  
 Exhibit A: Ketchikan Highway  
 Exhibit B: Water Source Tank  
 Exhibit C: Service Station-Exhibit A  
 Exhibit D: Construction of 4.62  
 COUNTY OF SAN DIEGO  
 DEPARTMENT OF TRANSPORTATION



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