

RECORDED IN OFFICIAL RECORDS
OF GLENN COUNTY, CALIFORNIA
AT THE REQUEST OF

NORTH STATE TITLE CO. (Recorders' Imprint)

Recording requested by:
Antonio Sorce

96 DEC -6 AM 10:26

When recorded mail to:
Antonio Sorce
1270 Skyline Drive
Daly City, CA 94015

CAROLYN DAVIS
GLENN COUNTY RECORDER

12
Pages

FEE \$47.00

96-5965

**GRANT DEED OF MUTUAL AND RECIPROCAL EASEMENTS FOR
AIRPORT RUNWAY and WAIVER OF LIABILITY AGREEMENT**

PARTIES

Parties to this GRANT and WAIVER OF LIABILITY AGREEMENT are: FRANK GONZALES and JOYCE MARIE GONZALES, husband and wife, whose address is 1390 Alamo Drive, Vacaville, CA 95687, as to an undivided 1/2 interest, as joint tenants; and ROBERT R. GONZALES and PRISCILLA E. GONZALES, whose address is P.O. Box 921, Winters, CA 95694, trustees of the R. and P. Gonzales family living trust dated December 16, 1991, as to an undivided 1/2 interest, hereinafter referred to in the singular number and masculine gender as "First Grantor"; ANTONIO N. SORCE, whose address is 1270 Skyline Drive, Daly City, CA 94015, a single man, and DARREN V. SORCE, whose address is 1437 Parkwood Drive, San Mateo, CA 94403, a single man, as joint tenants hereinafter referred to in the singular number and masculine gender as "Second Grantor"; RICHARD C. SUSA and KIMBERLY J. SUSA, husband and wife, whose address is P.O. Box 87, Elk Creek, CA 95939, as joint tenants, hereinafter referred to in the singular number and masculine gender as "Third Grantor".

PURPOSE

The purpose of this GRANT OF MUTUAL AND RECIPROCAL EASEMENTS and WAIVER OF LIABILITY AGREEMENT is to allow the parties and their assigns and successors to utilize for aircraft taking off and landing an unimproved strip of land, known as Diamond M Ranch Airstrip, which crosses their respective land parcels. Said parcels are described in Exhibits A, B, C and D (Plat of Existing Airport) attached hereto.

RECITALS

WHEREAS, First Grantor is the owner of certain real property situated in Section 23, Township 20 North, Range 7 West, M.D.B. & M. In Glenn County, California, more particularly described in that certain Corporation Grant Deed recorded on July 16, 1990 as Glenn County Recorder's Instrument No. 90-3644, hereinafter referred to as said real property of the First Grantor, and over, across and through a portion of which there is a segment of a private unimproved airstrip sometimes referred to as "the airstrip number 1" approximately

1370 feet in length, more particularly described on Exhibits "A" and "D" attached hereto and incorporated herein by reference;

WHEREAS, Second Grantor owns certain real property situated in Section 24, Township 20 North, Range 7 West, M.D.B. & M. in Glenn County, California, more particularly described in that certain Grant Deed recorded on November 3, 1986 in Book 804 Official Records of Glenn County, California at Page 562, hereinafter sometimes referred to as said real property of the Second Grantor, and over, across and through a portion of which there is a segment of a private unimproved airstrip, hereinafter sometimes referred to as "the airstrip number 2" approximately 689 feet in length, more particularly described on Exhibits "B" and "D" attached hereto and incorporated herein by reference;

WHEREAS, the Third Grantor owns certain real property situated in Section 24, Township 20 North, Range 7 west, M.D.B. & M. Glen County, California, more particularly described in that certain Individual Grant Deed recorded on March 21, 1991 as Glenn County Recorder's Instrument No. 91-1270, sometimes hereinafter referred to as said real property of the Third Grantor, over, across and through a portion of which there is a segment of a private unimproved airstrip hereinafter sometimes referred to as "the airstrip number 3" approximately 672 feet in length, more particularly described on Exhibits "C" and "D" attached hereto and incorporated herein by reference;

WHEREAS, the easterly end of the airstrip number 1 lies contiguous and adjacent to the westerly end of airstrip number 2, and the easterly end of airstrip number 2 lies contiguous and adjacent to the westerly end of airstrip number 3, and together they form one (1) continuous airstrip herein after referred to as the "the airstrip";

WHEREAS, the airstrip has been utilized taking off, landing, taxiing and parking light aircraft for a period of many years last past by the First Grantor, Second Grantor and Third Grantor and/or their respective predecessors in interest including agents, guests, and invitees thereof, and the said parties wish to document the respective airstrip easement's crossing the other party's property in writing and place same on record;

WHEREAS, the hereinafter designated secured parties hold deeds of trust in and to the said real property of the First Grantor, Second Grantor and Third Grantor, respectively, and as such lien holders by execution of this document consent to granting of said easements for the purposes hereinafter limited and shall execute all further documents necessary and incidental thereto.

NOW, THEREFORE, it is agreed as follows:

1. The First Grantor, as first servient tenement, for good and valuable consideration, hereby grants to the said real property of the Second Grantor, as second dominant tenement, and to the said real property of the Third Grantor, as third dominant tenement, an easement for aviation airstrip purposes over, across and through the real property of the First Grantor as the airstrip number 1 now exists and described on Exhibits "A" and "D" hereof

2. The Second Grantor, as second servient tenement, for good and valuable consideration, hereby grants to the said real property of the First Grantor, as first dominant tenement, and to the said real property of the Third Grantor, as third dominant tenement, an easement for aviation airstrip purposes over, across and through the property of the Second Grantor as the airstrip number 2 now exists and described on Exhibits "B" and "D" hereof

3. That the Third Grantor, as third servient tenement, for good and valuable

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consideration, hereby grants to the said real property of the First Grantor, as first dominant tenement, and to the said real property of the Second Grantor, as second dominant tenement, an easement for aviation airstrip purposes over, across and through the property of the Third Grantor as the airstrip number 3 now exists and described on Exhibits "C" and "D" hereof

4. The herein mentioned easements shall be mutual and reciprocal and shall be appurtenant to the respective properties herein described, in other words, the easement granted by the First Grantor to the said real property of the Second Grantor and to the said property of the Third Grantor, shall be appurtenant to the said real property of the Second Grantor designated as second dominant tenement, and to the said real property of the Third Grantor designated as third dominant tenement; the easement granted by the Second Grantor to the said real property of the First Grantor and to the said real property of the Third Grantor shall be appurtenant to the said real property of the First Grantor designated as first dominant tenement and to the said real property of the Third Grantor designated as third dominant tenement; and the easement granted by the Third Grantor to the said real property of the First Grantor and to the said real property of the Second Grantor shall be appurtenant to the said real property of the First Grantor designated as first dominant tenement and to the said real property of the Second Grantor designated as second dominant tenement.

5. The mutual and reciprocal easements are hereby granted by this document and shall be Rights-of-way in favor of the respective dominant tenements across the respective servient tenements, to land, take off, taxi, and park light aircraft at any and all times and to maintain the same as a private aviation airstrip.

6. That the foregoing easements are exclusively for the use of the owners of the said real property now respectively owned by the First Grantor, the Second Grantor and the Third Grantor and their respective agents, guests and invitees.

7. The aforesaid easements granted shall include the incidental right of repair, maintenance and replacement as well as the obligation of the party causing damage to the easement to promptly repair the same at this sole cost and expense as soon as weather and soil conditions permit.

8. The airstrip and the easements shall not be altered, expanded or changed, or the character, nature and extent established over the past years' usage altered in any way without the prior consent of all interested parties, provided, however, in the event that any of the parties hereto or their successors in interest shall divide or split their respective properties into two (2) or more parcels as permitted by law, each of said parcels shall be attached to the airstrip and likewise have all the rights and privileges and be bound by all the responsibilities and obligations contained within this agreement appurtenant to their respective property.

9. This instrument contains the entire agreement between the parties relating to rights to be granted and the obligations to be assumed herein pursuant to this instrument. Any oral representations or modifications concerning this instrument shall be of no force and effect except through any subsequent modification in writing, signed by the party to be charged.

10. In the event of any controversy, claim or dispute relating to this instrument or the breach hereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees and costs as established by the court in such proceedings.

11. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of all the parties hereto.

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RECIPROCAL WAIVER OF LIABILITY AND DAMAGE CLAIM.

12. In consideration of the reciprocal grants of easements by the respective grantors and grantees of the real property hereof, the respective grantees waive all claims against all grantors for damages or loss to person or property that may result from use of the airstrip. Each grantee assumes the risk of any and all dangerous conditions of the airstrip and waives any and all specific notice of the existence of any such conditions.

WAIVER OF LIABILITY FOR CLAIMS BY GUESTS

13. Each party hereto as grantor or grantee shall obtain a signed hold harmless and waiver agreement by any or all invitees or guests prior to any such invitee or guest using the Diamond M Ranch airstrip for landing or takeoff. Said agreement shall waive liability against any grantor or grantee for injury to person or damage to property of the invitee or guest. Any party who does not obtain a signed hold harmless and waiver agreement from their invitees or guest, agrees to fully indemnify and hold harmless all other owners from any and all liability including cost of defense, in the event of accident or injury to such guest or invitee arising out of use of the airstrip.

EXECUTED this 12 day of November 1996

Signatures

Frank Gonzales
FRANK GONZALES,

Joyce Marie Gonzales
JOYCE MARIE GONZALES,

Notary

General Acknowledgment

STATE OF CALIFORNIA }
COUNTY OF Sierra } ss.
On November 12, 1996 before me, Marlene Silva
(Notary Name and Title)
Notary Public
personally appeared Frank Gonzales and Joyce Marie Gonzales
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), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.
Signature Marlene Silva

MARLENE SILVA
Comm. # 1074262
NOTARY PUBLIC - CALIFORNIA
Sierra County
My Comm. Expires Oct. 24, 1999

6
Robert R. Gonzales
ROBERT R. GONZALES and
Priscilla E. Gonzales
PRISCILLA E. GONZALES,

First Grantor,

Notary

Antonio Sorce
ANTONIO.SORCE and
Darren V. Sorce
DARREN V. SORCE,

Second Grantor,

Notary

see attached

Richard C. Susa
RICHARD C. SUSA and
Kimberly J. Susa
KIMBERLY J. SUSA,

Third Grantor.

Notary

6

STATE OF CALIFORNIA } ss.
COUNTY OF Salinas
On 11-15-96 before me, Marlene Silva
Notary Public (Notary Name and Title)
personally appeared Robert R. Gonzales and
Priscilla E. Gonzales
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), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.
Signature Marlene Silva
T-721

MARLENE SILVA
Comm. # 1074242
NOTARY PUBLIC - CALIFORNIA
Salinas County
My Comm. Expires Oct. 24, 1999

(Notarial Seal)

STATE OF CALIFORNIA } ss.
COUNTY OF Glenn
On December 5, 1996 before me,
Lauri Bell
a Notary Public in and for said County and State, personally appeared
Richard C. Suss and Kimberly J. Suss *****
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), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.
Signature Lauri Bell
F 2492 (2-91)

FOR NOTARY SEAL OR STAMP

LAURI BELL
Comm. # 1010192
NOTARY PUBLIC - CALIFORNIA
Glenn County
My Comm. Expires Dec. 26, 1998

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
 County of San Mateo
 On 11-20-96 before me, Katherine Goodfellow, Notary Public
 personally appeared Antonio Sorce & Darren V. Sorce

☐ personally known 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.

Katherine Goodfellow
 Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
 Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
 Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
 OF SIGNER
 Top of thumb line

RIGHT THUMBPRINT
 OF SIGNER
 Top of thumb line

8

TERRY L. CASTLE
LAND DEVELOPMENT CONSULTANT

7727 Oak Hill Court
Citrus Heights, CA 95621

916-869-1687
916-721-6478 Res.
Job: 116.01
116-001ap.d01

**DESCRIPTION OF
GONZALES AIRPORT PROPERTY**

ALL THAT PORTION OF THE SOUTHEAST ONE QUARTER OF SECTION 23, TOWNSHIP 20, NORTH,
RANGE 7 WEST, MDM, LOCATED IN GLENN COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

22-12
x13

BEGINNING AT A POINT LOCATED IN THE EAST LINE OF SAID SECTION 23, FROM WHICH A 5/8" REBAR TAGGED LS 4545 MARKING THE SOUTH WEST CORNER OF THE WEST ONE-HALF, OF THE NORTHWEST ONE QUARTER, OF THE SOUTH WEST ONE-QUARTER OF SECTION 24 OF SAID TOWNSHIP AND RANGE BEARS SOUTH 00° 34' 07" EAST 434.27 FEET, SAID REBAR BEING SHOWN ON THAT CERTAIN RECORD OF SURVEY AS FILED IN BOOK 11 OF MAPS AND SURVEYS, AT PAGE 85, RECORDS OF SAID COUNTY, SAID POINT OF BEGINNING ALSO BEING LOCATED IN AN EXISTING FENCE; THENCE IN AND COINCIDENT WITH SAID FENCE, NORTH 85° 30' 00" WEST 1373.24 FEET TO AN EXISTING FENCE CORNER; THENCE IN AND COINCIDENT WITH AN EXISTING FENCE, NORTH 03° 30' 00" EAST 125.02 FEET TO AN EXISTING FENCE CORNER; THENCE IN AND COINCIDENT WITH AN EXISTING FENCE AND THE PROJECTION THEREOF, SOUTH 35° 30' 00" EAST 1364.33 FEET TO A POINT LOCATED IN THE HEREINBEFORE SAID EAST LINE; THENCE IN AND COINCIDENT WITH SAID EAST LINE SOUTH 00° 34' 07" EAST 125.49 FEET TO THE POINT OF BEGINNING

SEE "PLAN OF EXISTING AIRPORT" ATTACHED HERE TO AND BEING A PART OF THIS DESCRIPTION.

PREPARED BY:

Terry L. Castle
TERRY L. CASTLE, LS 4154

2-8-1996
DATED

Exhibit "A"



9

TERRY L. CASTLE
LAND DEVELOPMENT CONSULTANT

7725 Las Lomas Court
Chino Hills, CA 91701
Res.

916-449-1687
916-771-0478

Job: 116.01
116-01ap.d02

**DESCRIPTION OF
SORCE AIRPORT PROPERTY**

ALL THAT PORTION OF THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER, OF THE
SOUTHWEST ONE-QUARTER OF SECTION 24, TOWNSHIP 20, NORTH, RANGE 7 WEST, MDM, LOCATED
IN GLENN COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

22-12
x24
BEGINNING AT A POINT LOCATED IN THE WEST LINE OF SAID SECTION 24, FROM WHICH A 5/8" REBAR
TAGGED LS 4545 MARKING THE SOUTH WEST CORNER OF THE SAID WEST ONEHALF, BEARS SOUTH
000 34' 07" EAST, 443.27 FEET, SAID REBAR BEING SHOWN ON THAT CERTAIN RECORD OF SURVEY, AS
FILED IN BOOK 11 OF MAPS AND SURVEYS, PAGE 85, RECORDS OF SAID COUNTY, SAID POINT OF
BEGINNING BEING ALSO LOCATED IN AN EXISTING FENCE; THENCE IN AND COINCIDENT WITH SAID
WEST LINE,
NORTH 00' 34' 07" WEST 125.49 FEET; THENCE LEAVING SAID WEST LINE,
SOUTH 84' 30' 00" EAST 690.42 FEET; TO A POINT LOCATED IN THE EAST LINE OF HEREINBEFORE SAID
WEST ONE-HALF; THENCE IN AND COINCIDENT WITH SAID EAST LINE, SOUTH 000 16' 34" EAST 125.42
FEET, THENCE NORTH 84' 30' 00" WEST 689.79 FEET TO THE POINT OF BEGINNING.

SEE "PLAN OF EXISTING AIRPORT" ATTACHED HERE TO AND BEING A PART OF THIS
DESCRIPTION.

PREPARED BY:

Terry L. Castle
TERRY L. CASTLE, LS 4154

2-8-1996
DATED



Exhibit "B"

7

96-5965

/D

TERRY L. CASTLE
LAND DEVELOPMENT CONSULTANT

7723 Las Flores
Carmichael, CA

916-849-1687
918-721-6478 Res.
Job: 116.01
116-01 sp-d03

**DESCRIPTION OF
SUSA AIRPORT PROPERTY**

ALL THAT PORTION OF THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER, OF THE
SOUTH WEST-ONE QUARTER OF SECTION 24, TOWNSHIP 20 NORTH, RANGE 7 WEST, MDM,
LOCATED IN GLENN COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

22-12
x 25

BEGINNING AT A POINT LOCATED IN THE WEST LINE OF SAID EAST ONE-HALF, FROM WHICH
A 3/8" REBAR TAGGED LS 4545 MARKING THE SOUTH WEST CORNER OF THE WEST ONE-HALF,
OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 24,
Bears THE FOLLOWING TWO (2) COURSES AND DISTANCES, (1) NORTH 84- 30- 00" WEST 689.79
FEET AND (2) SOUTH 00- 34'07" EAST 443.27 FEET, SAID REBAR BEING SHOWN ON THAT
CERTAIN RECORD OF SURVEY, AS FILED IN BOOK 11 OF MAPS AND SURVEYS, PAGE 85,
RECORDS OF SAID COUNTY; THENCE FROM SAID POINT OF BEGINNING IN AND COINCIDENT
WITH THE WEST LINE OF SAID EAST ONE-HALF, NORTH 000 16'54" WEST 125.42 FEET; THENCE
SOUTH 840 30'00" EAST 361.45 FEET TO A POINT LOCATED IN THE NORTHEASTERLY LINE OF
THAT CERTAIN ROAD EASEMENT AS RECORDED IN BOOK 512 OF OFFICIAL RECORDS, AT PAGE
331, RECORDS OF SAID COUNTY; THENCE COINCIDENT WITH SAID EASEMENT LINE THE
FOLLOWING TWO, (2) COURSES AND DISTANCES, (1) SOUTH 510 26'01" EAST 181.51 FEET AND
(2) SOUTH 75- 56- 45" EAST 176.31 FEET; THENCE LEAVING LAST SAID LINE,
NORTH 840 30'00" WEST 672.16 FEET TO THE POINT OF BEGINNING.

SEE "PLAT OF EXISTING AIRPORT" ATTACHED HERE TO AND BEING A PART OF THIS
DESCRIPTION.

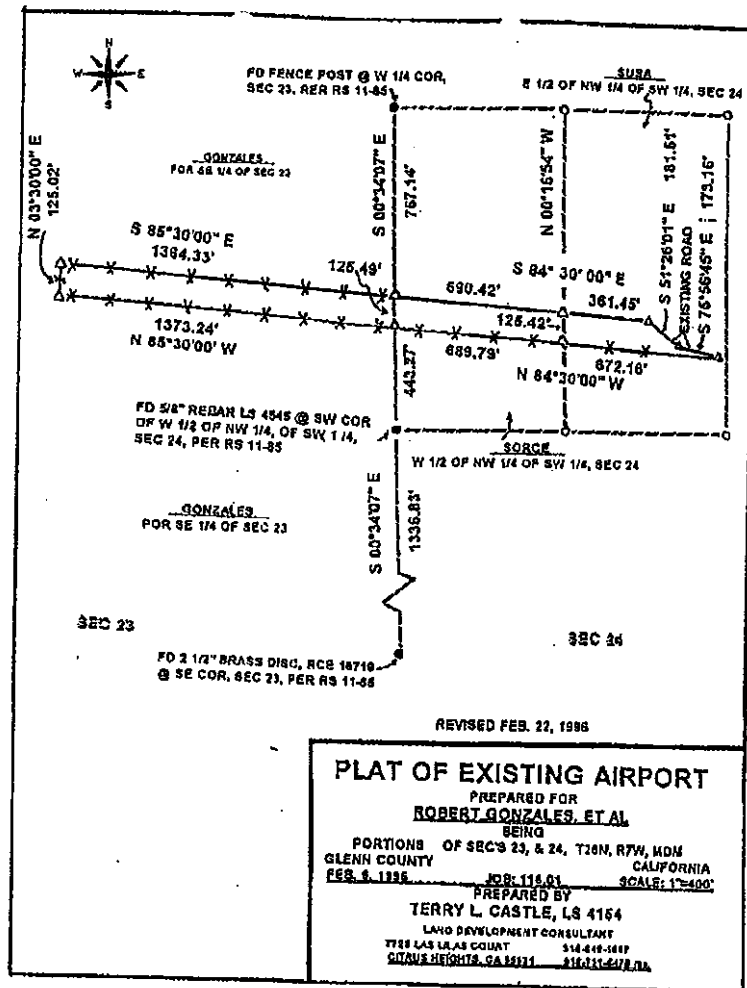
PREPARED BY:

Terry L. Castle
TERRY L. CASTLE, LS 4154

2-22-96
DATED



Exhibit "C"



PLAT OF EXISTING AIRPORT

PREPARED FOR
ROBERT GONZALES, ET AL
 BEING
 PORTIONS OF SEC'S 23, & 24, T28N, R7W, MDM
 GLENN COUNTY CALIFORNIA
 FEB. 9, 1986 JOB: 115-01 SCALE: 1"=400'
 PREPARED BY
TERRY L. CASTLE, LS 4164
 LAND DEVELOPMENT CONSULTANT
 7708 LAS LASA COUNTY 514-448-1617
 GILLESPIE, CA 95621 916-311-5472, 916-311-5473

Exhibit "D"

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HOLD HARMLESS AND WAIVER AGREEMENT BY GUEST OR INVITEE

I, _____, whose address is _____

_____, in consideration of the privilege of using the Diamond M Ranch Airstrip as guest or invitee agree to hold harmless and waive any and all liability claims against owners and operators of the Airstrip for any injury to my person or damage to my property. I am aware that said airstrip is unimproved and not maintained, and assume any and all risks associated with its use.

Dated: _____

Signature _____

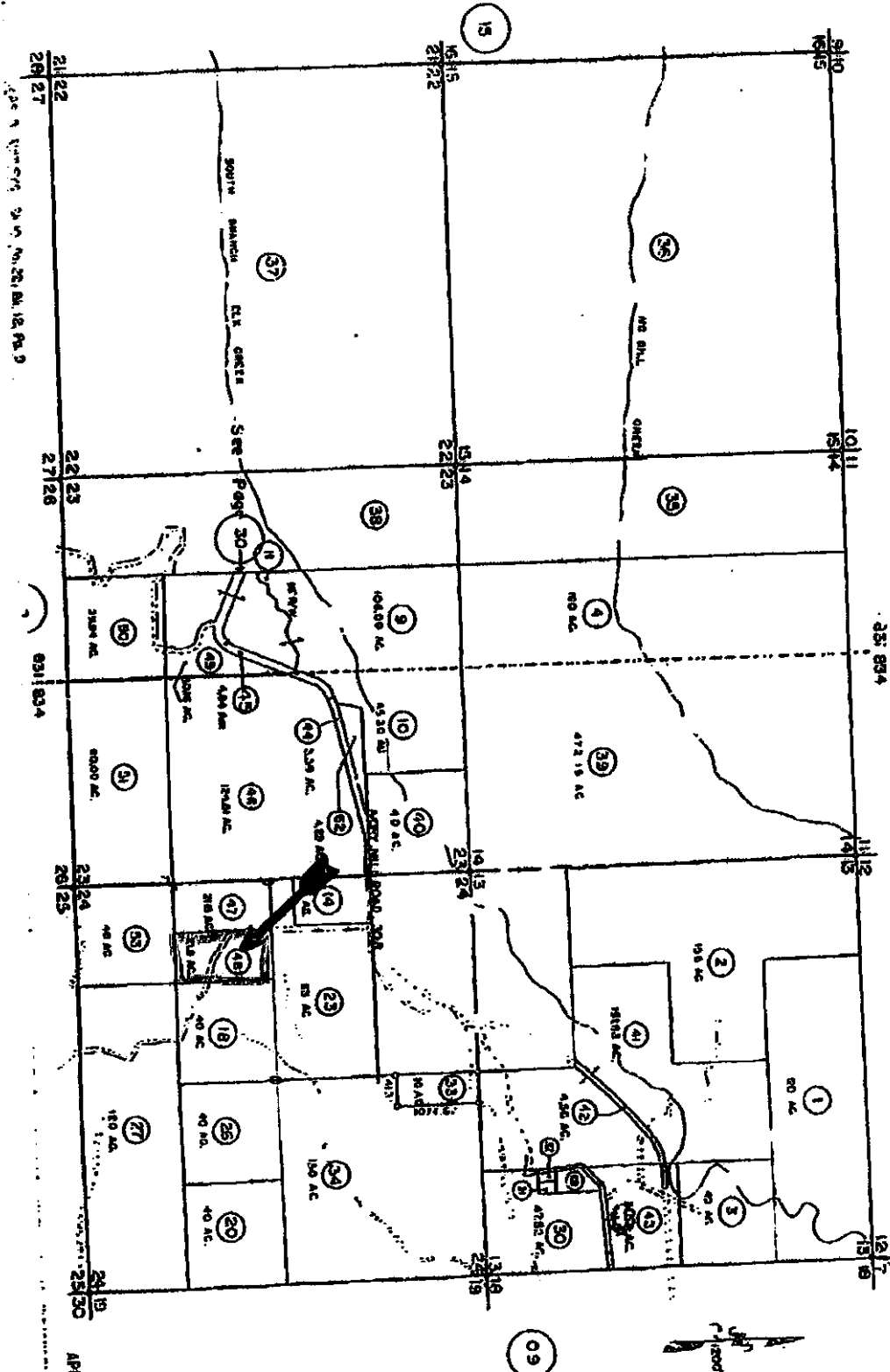
(Note: Each property owner should keep a supply of these forms to be used as necessary.)

NOTE: "This map may or may not be a survey of the land depicted herein. You should not rely upon it for any other purpose other than orientation to the general location of the parcel or parcels depicted. First American expressly disclaims any liability for alleged loss or damage which may result from reliance upon this map."

720N R7W

(11)

T.C.A. 22-12
831
834



APR 28 1997