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04 1228963

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
05/14/04 AT 08:00am

TITLE(S) :

DEED



FEE

FREE J

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TRANSFER TAX
NOT A PUBLIC RECORD

D.T.T

CODE

20

CODE

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CODE

9

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

8202 - 033 - 010

002

THIS FORM NOT TO BE DUPLICATED

5/14/04

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9626103-10
05-019298

RECORDING REQUESTED BY:

Fidelity National Title Company

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WHEN RECORDED MAIL TO:

Richards, Watson & Gershon
355 South Grand Avenue, 40th Floor
Los Angeles, California 90071-3101
Attn: Jim G. Grayson, Esq.

MAIL TAX STATEMENTS TO:

Industry Urban-Development Agency
15625 East Stafford Street, Suite 200
City of Industry, California 91744
Attn: Ms. Diane Schlichting

APN: 8202-033-010 and 8202-033-014

[Space Above This Line For Recorder's Use]

Grantor declares that this Grant Deed is exempt from Recording Fees pursuant to California Government Code Section 27383 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922.

GRANT DEED

SEE EXHIBIT A

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, JOSEPH CAMPBELL COMPANY, a New Jersey corporation ("Grantor"), does hereby GRANT to the INDUSTRY URBAN-DEVELOPMENT AGENCY, a California public body, corporate and politic ("Grantee"), all of its right title and interest in and to that certain real property located in the City of Industry, County of Los Angeles, State of California, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Property"),

RESERVING UNTO GRANTOR, for itself, Campbell Soup Company, a New Jersey corporation ("Campbell"), and their respective designees (each an "Easement User" and collectively the "Easement Users"), an easement (the "Easement") to enter upon the Property for the purpose of environmental testing, monitoring and remediation efforts for any "Hazardous Materials" (as defined in Exhibit B) in order to satisfy any requirements of the California Regional Water Quality Control Board, Los Angeles Region (the "LARWQCB"), that are not addressed by the U.S. Environmental Protection Agency in connection with the investigation, remediation, or containment of contaminated groundwater in the Puente Valley Operable Unit of the San Gabriel Valley Superfund Site, or to obtain a "No Further Action" letter or a "No Further Requirements Determination," or the equivalent, from LARWQCB with respect to such requirements, including, but not limited to, the installation, monitoring and removal or

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abandonment in place of groundwater monitoring or extraction wells or soil vapor extraction equipment (collectively, the "Work"), subject to the terms and conditions described in Exhibit B attached hereto and made a part hereof; and

THE GRANT OF THE PROPERTY IS SUBJECT TO all matters of record and to all matters apparent from an inspection of the Property or that a current, accurate survey of the Property would disclose.

This Grant Deed may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same instrument.

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5/14/04

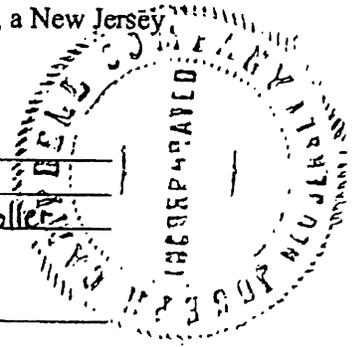
4

IN WITNESS WHEREOF, Grantor and Grantee have caused this Grant Deed to be executed as of May 12, 2004.

GRANTOR:

JOSEPH CAMPBELL COMPANY, a New Jersey corporation

By: [Signature]
Name: Gerald S. Lord
Title: Vice President - Controller



By: _____
Name: _____
Title: _____

GRANTEE:

INDUSTRY URBAN-DEVELOPMENT AGENCY, a California public body, corporate and politic

By: _____
Name: _____
Its: _____

ATTEST:

By: _____
Name: _____
Its: _____

Signed In Counterpart

Approved as to Form:

RICHARDS WATSON & GERSHON, a professional corporation

By: _____
Jim G. Grayson, Agency Attorney

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IN WITNESS WHEREOF, Grantor and Grantee have caused this Grant Deed to be executed as of May 12, 2004.

GRANTOR:

JOSEPH CAMPBELL COMPANY, a New Jersey corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

GRANTEE:

INDUSTRY URBAN-DEVELOPMENT AGENCY, a California public body, corporate and politic

By: Philip Iriarte
Name: Philip Iriarte
Its: Vice Chairman

ATTEST:

By: Annie Faure
Name: Annie Faure
Its: Secretary

Approved as to Form:

RICHARDS WATSON & GERSHON, a professional corporation

By: [Signature]
Jim G. Grayson, Agency Attorney

STATE OF NEW JERSEY)
)
COUNTY OF Camden)

I CERTIFY that on May 12, 2004, Gerald S. Reed
personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) this person signed, sealed, and delivered the attached document as
Vice President - Controller of Joseph Campbell Company;
- (b) the proper corporate seal was affixed; and
- (c) this document was signed and made by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

Francesse W. Johnson
Notary Public

FRANCESE W. JOHNSON
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 02/23/2009



STATE OF NEW JERSEY)
)
COUNTY OF _____)

I CERTIFY that on May ____, 2004, _____
personally came before me and acknowledged under oath, to my satisfaction, that:

- (c) this person signed, sealed, and delivered the attached document as
_____ of _____;
- (d) the proper corporate seal was affixed; and
- (d) this document was signed and made by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On May 11, 2004, before me, TERESINA A. PATTERSON, a Notary Public in and for the State of California, personally appeared Jim G Grayson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



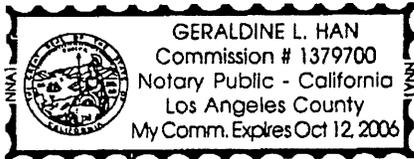
(SEAL)

Teresina A. Patterson
Notary Public in and for the State of California

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On May 12, 2004, before me, Geraldine L. Han, a Notary Public in and for the State of California, personally appeared Philip Oriante & Annie Faure, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



(SEAL)

Geraldine L. Han
Notary Public in and for the State of California

5/14/04

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Government Code 27361.7

I certify under the penalty of perjury that the notary seal on this document read as follows:

Name of Notary: Francese W. Johnson
Date Commission Expires: February 23, 2009
County where bond is Filed: Camden, State of New Jersey

Place of execution - Newport Beach

Date - May 13, 2004


FIDELITY NATIONAL TITLE COMPANY

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Government Code 27361.7

I certify under the penalty of perjury that the notary seal on this document read as follows:

Name of Notary: Teresina A. Patterson
Date Commission Expires: March 26, 2006
County where bond is Filed: Los Angeles
Commission No.: 1348443
Manufacturer/Vendor No.: NNA1

Place of execution - Newport Beach

Date - May 13, 2004



FIDELITY NATIONAL TITLE COMPANY

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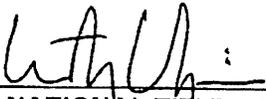
Government Code 27361.7

I certify under the penalty of perjury that the notary seal on this document read as follows:

Name of Notary: Geraldine L. Han
Date Commission Expires: October 12, 2006
County where bond is Filed: Los Angeles
Commission No.: 1379700
Manufacturer/Vendor No.: NNA1

Place of execution - Newport Beach

Date - May 13, 2004



FIDELITY NATIONAL TITLE COMPANY

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EXHIBIT A

PROPERTY LEGAL DESCRIPTION

PARCEL 1:

THAT PORTION OF LOT 439 OF TRACT NO. 606, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 15, PAGES 142 ET. SEQ., OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 439, DISTANT SOUTH 41 DEGREES 53 MINUTES WEST 522.50 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT; THENCE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT, NORTH 48 DEGREES 07 MINUTES WEST 463.68 FEET; THENCE PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT, SOUTH 41 DEGREES 53 MINUTES WEST 477.62 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT; THENCE SOUTH 50 DEGREES 04 MINUTES EAST 463.95 FEET TO THE SOUTHERLY CORNER OF SAID LOT; THENCE NORTH 41 DEGREES 53 MINUTES EAST 461.84 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE "PRECIOUS METALS AND ORES THEREOF" AS EXCEPTED FROM THE PARTITION BETWEEN JOHN ROWLAND, SR. AND WILLIAM WORKMAN, IN THE PARTITION DEED RECORDED IN BOOK 10, PAGE 39 OF DEEDS.

ALSO EXCEPTING 50 PERCENT OF 100 PERCENT OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES, IN OR UNDERLYING SAID LAND, WITHOUT RIGHT OF ENTRY FOR DEVELOPMENT OR GRADUATION THEREOF, AS RESERVED BY FRANK OTTO OFFMAN, A SINGLE MAN, AND ROSE HOFFMAN, A SINGLE WOMAN, IN DEED REGISTERED APRIL 3, 1951, AS DOCUMENT NO. 10337-T.

APN: 8202-033-010 (PORTION)

PARCEL 2:

THAT PORTION OF LOT 439 IN TRACT NO. 606, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 15 PAGE 142, ET SEQ., OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 439, DISTANT SOUTH 41 DEGREES 53 MINUTES WEST 144.81 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 41 DEGREES 53 MINUTES WEST 377.69 FEET; THENCE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT, NORTH 48 DEGREES 07 MINUTES WEST 463.68 FEET; THENCE PARALLEL WITH SAID SOUTHEASTERLY LINE NORTH 41 DEGREES 53 MINUTES EAST 377.69 FEET; THENCE SOUTH 48 DEGREES 07 MINUTES EAST 463.68 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE "PRECIOUS METALS AND ORES THEREOF" AS EXCEPTED FROM THE PARTITION BETWEEN JOHN ROWLAND, SR. AND WILLIAM WORKMAN, IN THE PARTITION DEED RECORDED IN BOOK 10, PAGE 39 OF DEEDS.

ALSO EXCEPTING 50 PERCENT OF 100 PERCENT OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES, IN OR UNDERLYING SAID LAND, WITHOUT RIGHT OF ENTRY FOR DEVELOPMENT OF PRODUCTION THEREOF, AS RESERVED BY FRANK OTTO OFFMAN, A SINGLE MAN, AND ROSE HOFFMAN, A SINGLE WOMAN, IN DEED REGISTERED APRIL 3, 1951, AS DOCUMENT NO. 10337-T.

APN: 8202-033-010 (PORTION)

PARCEL 3:

AN EASEMENT FOR RAILROAD PURPOSES, APPURTENANT TO PARCELS 1 AND 2 OVER AND ACROSS THAT PORTION OF LOT 439 OF TRACT NO. 606, IN THE CITY OF INDUSTRY, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15 PAGE 142 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT NORTH 48 DEGREES 07 MINUTES 00 SECONDS WEST 463.68 FEET; THENCE PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT SOUTH 41 DEGREES 53 MINUTES 00 SECONDS WEST 20.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID PARALLEL LINE SOUTH 41 DEGREES 53 MINUTES 00 SECONDS WEST 740.06 FEET TO A POINT IN A NONTANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 393.00 FEET, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT BEARING SOUTH 31 DEGREES 27 MINUTES 44 SECONDS EAST; THENCE SOUTHWESTERLY AND WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48 DEGREES 47 MINUTES 34 SECONDS, AN ARC DISTANCE OF 334.68 FEET TO A POINT IN A NONTANGENT LINE, SAID LINE BEING THE SOUTHWESTERLY LINE OF SAID LOT 439 A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH 17 DEGREES 19 MINUTES 50 SECONDS WEST; THENCE ALONG SAID SOUTHWESTERLY LINE OF SAID LOT NORTH 50 DEGREES 00 MINUTES 53 SECONDS WEST 64.23 FEET TO A POINT IN A NONTANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 373.00 FEET A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH 26 DEGREES 28 MINUTES 27 SECONDS WEST; THENCE EASTERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 74 DEGREES 35 MINUTES 27 SECONDS, A DISTANCE OF 485.59 FEET; THENCE TANGENT TO SAID CURVE ALONG A LINE PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT NORTH 41 DEGREES 53 MINUTES 00 SECONDS EAST 257.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 372.58 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9 DEGREES 05 MINUTES 00 SECONDS, AN ARC DISTANCE OF 59.07 FEET; THENCE TANGENT TO SAID CURVE NORTH 32 DEGREES 48 MINUTES 00 SECONDS EAST 50.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 392.58 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9 DEGREES 05 MINUTES 00 SECONDS, AN ARC DISTANCE OF 62.24 FEET; THENCE

TANGENT TO SAID CURVE AND ALONG A LINE PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT NORTH 41 DEGREES 53 MINUTES 00 SECONDS EAST 99.67 FEET; THENCE PARALLEL WITH SAID NORTHEASTERLY LINE SOUTH 48 DEGREES 07 MINUTES 00 SECONDS EAST 1.50 FEET; THENCE ALONG A LINE PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT NORTH 41 DEGREES 53 MINUTES 00 SECONDS EAST 99.67 FEET; THENCE PARALLEL WITH SAID NORTHEASTERLY LINE SOUTH 48 DEGREES 07 MINUTES 00 SECONDS EAST 19.50 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 4:

THAT PORTION OF LOT 439, TRACT 606 OF LA PUENTE, IN THE CITY OF INDUSTRY, AS PER MAP RECORDED IN BOOK 15 PAGE 142 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 439; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 439, SOUTH 41 DEGREES 53 MINUTES WEST 144.81 FEET; THENCE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 439 NORTH 48 DEGREES 07 MINUTES WEST 375.61 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUING ALONG SAID PARALLEL LINE NORTH 48 DEGREES 07 MINUTES WEST 88.07 FEET; THENCE PARALLEL WITH SAID SOUTHEASTERLY LINE SOUTH 41 DEGREES 53 MINUTES WEST 855.31 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 439; THENCE NORTH 50 DEGREES 04 MINUTES WEST 463.95 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 439; THENCE NORTH 41 DEGREES 53 MINUTES EAST 1015.91 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 439; THENCE SOUTH 48 DEGREES 07 MINUTES EAST 551.75 FEET TO A LINE WHICH HAS A BEARING SOUTH 41 DEGREES 53 MINUTES WEST AND PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE ALONG SAID LAST MENTIONED LINE SOUTH 41 DEGREES 53 MINUTES 00 SECONDS WEST 144.81 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THEREFROM THE "PRECIOUS METALS AND ORES THEREOF;" AS EXCEPTED FROM THE PARTITION BETWEEN JOHN ROWLAND, SR. AND WILLIAM WORKMAN IN THE PARTITION DEED RECORDED IN BOOK 10 PAGE 39 OF DEEDS.

APN: 8202-033-014

PARCEL 5:

AN EASEMENT FOR RAILROAD PURPOSES OVER AND ACROSS THAT PORTION OF LOT 439, TRACT 606 IN THE CITY OF INDUSTRY, AS PER MAP RECORDED IN BOOK 15 PAGE 142 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT, NORTH 48 DEGREES 07 MINUTES 00 SECONDS WEST 463.68 FEET; THENCE PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT SOUTH 41 DEGREES 53 MINUTES 00 SECONDS WEST 247.37 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID PARALLEL LINE SOUTH 41 DEGREES 53 MINUTES 00 SECONDS WEST 512.70 FEET TO A POINT IN A NONTANGENT CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 393 FEET, A RADIAL LINE OF SAID CURVE THROUGH SAID

POINT BEARING SOUTH 31 DEGREES 27 MINUTES 44 SECONDS EAST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEGREES 39 MINUTES 16 SECONDS AN ARC DISTANCE OF 114.24 FEET; THENCE TANGENT TO SAID CURVE NORTH 41 DEGREES 53 MINUTES 00 SECONDS EAST 257.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 392.58 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9 DEGREES 05 MINUTES 00 SECONDS AN ARC DISTANCE OF 62.24 FEET; THENCE TANGENT TO SAID CURVE NORTH 32 DEGREES 48 MINUTES 00 SECONDS EAST 50.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 372.58 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4 DEGREES 49 MINUTES 12 SECONDS AN ARC DISTANCE OF 34.79 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

PARCEL 6:

AN EASEMENT FOR SIDE YARD CLEARANCE OVER AND CROSS THAT PORTION OF LOT 439, TRACT 606 IN THE CITY OF INDUSTRY, AS PER MAP RECORDED IN BOOK 15 PAGE 142 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 439; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT NORTH 48 DEGREES 07 MINUTES 00 SECONDS WEST 463.68 FEET; THENCE PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT SOUTH 41 DEGREES 53 MINUTES 00 SECONDS WEST 537.81 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID PARALLEL LINE SOUTH 41 DEGREES 53 MINUTES 00 SECONDS WEST 300.00 FEET; THENCE SOUTH 48 DEGREES 07 MINUTES 00 SECONDS EAST 16.00 FEET; THENCE NORTH 41 DEGREES 53 MINUTES 00 SECONDS EAST 151.98 FEET; THENCE SOUTH 48 DEGREES 07 MINUTES 00 SECONDS EAST 40.50 FEET; THENCE NORTH 41 DEGREES 53 MINUTES 00 SECONDS EAST 148.02 FEET; THENCE NORTH 48 DEGREES 07 MINUTES 00 SECONDS WEST 56.50 FEET TO THE TRUE POINT OF BEGINNING.

Assessor's Parcel No: 8202-033-010 and 8202-033-014

EXHIBIT B

EASEMENT TERMS AND CONDITIONS

The Easement is reserved unto Grantor in favor of the Easement Users subject to the following terms and conditions:

HAZARDOUS MATERIALS

As used herein, the term "Hazardous Materials" means any hazardous substance or waste as defined by the Resources Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act and any other federal, state or local law, statute, ordinance or regulation, including, but not limited to, asbestos, PCB's, PCB-containing materials, radioactive materials and petroleum products.

COMPLIANCE WITH LAWS

Each Easement User shall obtain all necessary permits and authority from governmental entities and agencies, and shall comply with all federal, state, and local laws, ordinances, orders, rules and regulations with respect to any Work.

NOTICE OF WORK

No Work shall be commenced until at least one (1) business day after Grantee has received and approved (which approval shall not be unreasonably withheld or conditioned), or is deemed to have received and/or approved (Grantee's failure to disapprove within five (5) business days after its receipt (or deemed receipt) shall constitute Grantee's unconditional approval), notice thereof, which notice shall include a description of the nature, time and duration of the Work to be performed.

NO DISRUPTION OF NORMAL OPERATIONS; RESTORATION

Work shall be conducted in a manner that will avoid unreasonable interference with the use, occupation or enjoyment of the Property. The Easement Users shall restore those portions of the Property affected by their Work to substantially the same condition that existed prior to their Work. When appropriate and if reasonably requested by Grantee, Grantor shall cause all wells installed on the Property by the Easement Users to be enclosed in a surface vault that will be finished flush with the existing grade.

MANAGEMENT OF WASTES

Each Easement User shall be responsible for managing and disposing, in accordance with all federal, state and local laws and regulations, any soils or groundwater extracted or removed by the Easement User during the performance of its Work. Each Easement User shall list itself as the generator of waste on both the waste manifest and any waste profile used by the disposal facility for any waste materials generated at, or removed from, the Property as a result of its

Work, and shall properly dispose of all debris, solid waste, hazardous waste or any other material generated by its Work at locations off of the Property.

LIENS

The Work shall be performed at no cost or expense to Grantee, and shall be performed at the sole cost and expense of Grantor and/or the Easement Users; provided, however, that each Easement User shall keep the Property free from any and all mechanics', materialmen's and other liens arising out of its Work (including, but not limited to, labor performed, services supplied or materials used or furnished). If such Easement User does not, within ten (10) business days following the imposition of any such lien, cause the same to be released of record, Grantee shall have the right, but not the obligation, to cause the same to be released by such reasonable means as Grantee shall deem proper and any amounts paid by Grantee for such purpose, and all reasonable expenses (including without limitation attorneys' fees and costs) incurred by Grantee in connection therewith, shall be immediately payable by such Easement User on demand by Grantee.

LABORATORY ANALYSES, REPORTS AND COMMUNICATIONS WITH REGULATORY AGENCIES

Each Easement User shall, at its sole cost and expense, promptly provide Grantee with copies of the results of all laboratory analyses of soil or groundwater sampled as part of the Work. Each Easement User shall provide prompt notice to Grantee of the existence of any correspondence and/or information submitted by such Easement User in connection with the Work to any governmental agency and any correspondence and/or information received by such Easement User from any governmental agency in response thereto. Upon Grantee's request, each Easement User shall, at its sole cost and expense, promptly provide Grantee with a copy of such correspondence and/or information. Upon Grantee's request, each Easement User shall, at its sole cost and expense, promptly provide Grantee with split samples of any soil or groundwater sample drawn by such Easement User in connection with its Work; provided, however, that any analysis thereof by Grantee (Grantee having the right, but not the obligation, to do so) shall be done at the sole cost and expense of Grantee.

INDEMNIFICATION

To the fullest extent permitted by law, Grantor shall indemnify, defend and hold Grantee, and its officers, directors, members, shareholders, partners, employees, agents, representatives, subsidiaries, servants, attorneys, affiliates, predecessors, successors and assigns, and its subsidiaries and affiliates, and each of their parent companies (collectively, the "Grantee Parties"), harmless from and against any and all debts, claims, demands, charges, assessments, fines, penalties, damages (whether actual, consequential, punitive, or otherwise denominated), liability, loss, actions, causes of action, claims for equitable indemnity or contribution, suits, proceedings, judgments, administrative actions, sales and use taxes, injury, costs and expenses, including attorney's fees and costs and expenses of enforcing this indemnity and in connection with any suit (collectively, "Losses"), whether known or unknown, foreseeable or unforeseeable, fixed or contingent, arising out of, or in connection with the Work (including, but not limited to, injury to persons or property and mechanic's liens) or any unauthorized entry and/or activities on

the Property by the Easement Users. Grantor's obligations hereunder shall extend to Losses caused in whole or in part by the negligence of the Grantee Parties, whether active or passive, primary or secondary, but shall not apply to Losses caused by the gross negligence or willful misconduct of the Grantee Parties. Grantor's indemnification of the Grantee Parties as provided herein shall survive the termination of the Easement.

INSURANCE

Each Easement User shall procure and maintain, during its performance of the Work, a policy of commercial general liability insurance coverage, in commercially reasonable form, in the aggregate amount of Three Million Dollars (\$3,000,000), One Million Dollars (\$1,000,000) per occurrence, insuring against losses due to personal injury and/or property damage that may arise from the acts or omissions of such Easement User in connection with the Work performed thereby. Such insurance policy shall name Grantee as an additional insured. Each Easement User shall provide Grantee with a copy of such policy, or a certificate evidencing such coverage, prior to its performance of the Work.

NOTICES

Except as otherwise required by law, any notice, request, direction, demand, consent, waiver, approval or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and addressed to the parties at the addresses stated below, or at such other address as either party may hereafter notify the other in writing as aforementioned:

If to Grantee:

Industry Urban-Development Agency
15625 East Stafford Street, Suite 200
City of Industry, California 91744
Attn: Mr. Kevin Radecki
Phone: 626-333-1480
Fax: 626-961-6795

with a copy to:

Richards, Watson & Gershon
355 South Grand Avenue, 40th Floor
Los Angeles, California 90071-3101
Attn: Jim G. Grayson, Esq.
Phone: 213-626-8484
Fax: 213-626-0078

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If to Grantor:

Joseph Campbell Company
c/o Campbell Soup Company
One Campbell Place
Camden, New Jersey 08103
Attn: Mr. Robert Zane
Phone: 856-968-4411
Fax: 856-968-2894

with a copy to:

Allen Matkins Leck Gamble & Mallory LLP
Three Embarcadero Center, Twelfth Floor
San Francisco, California 94111
Attn: David Cooke, Esq. and
Lee Gotshall-Maxon, Esq
Phone: 415-837-1515
Fax: 415-837-1516

Service of any such notice or other communications so made shall be deemed effective on the day of actual delivery (whether accepted or refused) as evidenced by confirmed answerback if by facsimile (provided that if any notice or other communication to be delivered by facsimile is unable to be transmitted because of a problem affecting the receiving party's facsimile machine, the deadline for receiving such notice or other communication shall be extended through the next business day), as shown by the addressee's return receipt if by certified mail, and as confirmed by the courier service if by courier; provided, however, that if such actual delivery occurs after 5:00 p.m. (local time where received) or on a non-business day, then such notice or demand so made shall be deemed effective on the first business day following the day of actual delivery. No communications via electronic mail shall be effective to give any notice, request, direction, demand, consent, waiver, approval or other communications hereunder.

NOTICE TO EASEMENT USERS

Grantor shall cause each Easement User to be informed of these terms and conditions.

DISPUTE RESOLUTION

If a dispute arises between any of the Easement Users and Grantee relating to these terms and conditions, such parties agree to use the following procedure prior to pursuing other legal remedies:

A meeting shall be held promptly between such parties, attended by individuals with decision-making authority, who will attempt, in good faith, to negotiate a resolution of such dispute.

If, within fifteen (15) days after such meeting, such parties have not succeeded in negotiating a resolution of such dispute, such parties agree to submit such dispute to a one-day mediation using a neutral mediator who acceptable to such parties, and to bear equally the costs of such mediation. If such parties are not successful in resolving such dispute through such mediation, then (a) such parties may agree to submit such dispute to binding arbitration or to a private adjudicator, or (b) either party may initiate litigation in a court of competent jurisdiction located in Los Angeles County, California, upon ten (10) days advance notice to the other party.

All applicable statutes of limitations and time defenses affecting claims arising under these terms and conditions or based upon the rights granted or activities conducted pursuant thereto shall be tolled during the period commencing on the date of the first meeting described above and ending with the effective date of any agreement to submit such dispute to binding arbitration or a private adjudicator, or with the filing of a complaint with a court of competent jurisdiction.

NO WAIVER

No waiver of any of these terms and conditions shall be deemed, or shall constitute, a waiver of any other term or condition, whether or not similar, nor shall any such waiver constitute a continuing waiver. No waiver shall be binding unless the same is in writing and signed by the party making the waiver.

SEVERABILITY

If any of these terms and conditions is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of these terms and conditions shall remain in full force and effect and shall in no way be affected, impaired or invalidated; provided, however, that in no event shall Grantor or Grantee be deprived of a material consideration by operation of this provision.

ATTORNEYS' FEES AND COSTS

The prevailing party in any suit or action brought under or pursuant to these terms and conditions shall be entitled to recover its damages, costs and such reasonable attorneys' fees as the court may determine.

SUCCESSORS AND ASSIGNS

These terms and conditions shall run with the land and shall be binding upon, and inure to the benefit of, Grantor and Grantee and their respective successors and assigns, and successors in ownership of the Property. Neither Grantor nor Campbell shall be considered an Easement User solely by virtue, or as a result, of any Work performed by their designees.

NO INTERPRETATION AGAINST DRAFTER

These terms and conditions have been negotiated at arm's length, between parties represented by counsel. Accordingly, any rule or law (including, without limitation, California Civil Code Sections 1635, et seq.) or legal decision that would require interpretation of any ambiguities of such terms and conditions against the party that has drafted the same is not applicable and is waived. These terms and conditions shall be interpreted in a reasonable manner to effectuate the purposes of Grantor and Grantee.

MODIFICATION

No modification of these terms and conditions shall be effective unless the same is in writing and signed by Grantor and Grantee.

5/14/04

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TERMINATION AND EXPIRATION

The Easement and these terms and conditions shall remain in effect until the later of such time as (a) a "No Further Action" letter or a "No Further Requirements Determination," or an equivalent thereof, is obtained with respect to soils conditions at the Property from the LARWQCB, and (b) removal or abandonment in place by Grantor of groundwater monitoring or extraction wells and soil vapor extraction equipment at the Property (whether now existing or hereafter installed by or on behalf of Grantor), in accordance with requirements of, and to the extent authorized by, the LARWQCB. Provided, however, that, notwithstanding the foregoing, this Easement and these terms and conditions shall expire on the fifth anniversary of the recording hereof. Promptly after termination or expiration of this Easement, Grantor agrees, at its sole cost and expense, to execute and record, in the Official Records of Los Angeles County, California, a quitclaim deed to effect such termination or expiration.

NO ADMISSION OF LIABILITY

Grantor and Grantee acknowledge and agree that neither these terms or conditions, nor the act of entering into or carrying out the same, shall be construed as an admission of liability.

NO ADDITIONAL OBLIGATIONS IMPOSED

Nothing in these terms or conditions shall be construed to impose any requirement on Grantee or the Easement Users with respect to monitoring or remediation of soil or groundwater or with respect to Hazardous Materials on, under or emanating from the Property.

