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RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Joseph L. Seitz
Santa Anita Development Corporation
Post Office Box 1880
Newport Beach, California 92660

RECEIVED FOR RECORD
3:00 Min. Post 3 o'clock P.M.

11:00 AM
Request of

142233
Book 1984, Page

JUN 29 1984

Recorded in Official Records
of Riverside County, California

William E. Bandy
Recorder

(Space Above for Recorder's Use)

NON-EXCLUSIVE PERPETUAL EASEMENTS

This Non-Exclusive Perpetual Easements (the "Easement") is entered in by UNION OIL COMPANY OF CALIFORNIA, a California corporation ("Union"), and SANTA ANITA DEVELOPMENT CORPORATION, a California corporation ("SDC").

RECITALS

A. Union is the owner of that certain real property located in the unincorporated community of Sunnymead, Riverside County, California, more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein (the "Union Property").

B. SDC is the owner of that certain real property located in the unincorporated community of Sunnymead, Riverside County, California, more particularly described in Exhibit "B" attached hereto and by this reference incorporated herein (the "SDC Property").

C. The Union Property and the SDC Property are all subject to a Declaration of Restrictions and Grants of Easement made as of June 14, 1984, by SDC, as Declarant (the "Declaration"), recorded prior hereto in the Official Records of Riverside County, California.

D. The Union Property and the SDC Property are sometimes referred to collectively as the "Shopping Center".

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E. As indicated in the Declaration, the Union Property and the SDC Property have been planned for the development of a shopping center with an integrated retail sales and commercial area for the mutual benefit of the Union Property and the SDC Property.

F. In connection with ingress and egress from adjoining public streets to and from the Shopping Center, and between the SDC Property and the Union Property, Union has agreed to grant an easement over the Union Property for the benefit of the SDC Property, in the location(s) more particularly described in Exhibit "C" attached hereto and by this reference incorporated herein (the "Easement Area"), and SDC has agreed to grant an easement over the SDC Property for the benefit of the Union Property over the Common Area located on the SDC Property as that term is defined in Section 1(b) of the Declaration (the "Common Area").

NOW, THEREFORE, in consideration of these Recitals and the conditions and covenants hereinafter contained, IT IS AGREED AS FOLLOWS:

1. GRANT OF EASEMENT TO SDC. Union hereby grants to SDC, for the benefit of the SDC Property, and as a burden upon the Union Property, a non-exclusive perpetual easement over the Easement Area for ingress, egress and passage of vehicles and pedestrians into, out of, on, over and across the Easement Area. In granting such easement, Union acknowledges that the Easement Area may be used by, among others, SDC, its successors, legal representatives, and assigns, and their respective officers, directors, employees, agents, contractors, consultants and suppliers, and tenants, customers, occupants and other parties who have, or desire or intend to have, business to conduct at the SDC Property. Union shall not be liable for, and SDC agrees to hold Union harmless from, any claim of any kind or nature resulting from, or in any way connected with the exercise or use of said right

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of ingress and egress, except any claim resulting from the negligence of Union, its successors, legal representatives and assigns.

2. CRAFT OF EASEMENT TO UNION. SDC hereby grants to Union, for the benefit of the Union Property, and as a burden upon the SDC Property, non-exclusive perpetual easements over the Common Area for ingress, egress and passage of vehicles and pedestrians into, out of, on over and across the Common Area. In granting such easement, SDC acknowledges that the Easement Area may be used by, among others, Union, its successors, legal representatives and assigns, and their respective officers, directors, employees, agents, contractors, consultants and suppliers, and tenants, customers, occupants and other parties who have, or desire or intend to have, business to conduct at the Union Property. SDC shall not be liable for, and Union agrees to hold SDC harmless from, any claim of any kind or nature resulting from, or in any way connected with the exercise or use of said right of ingress and egress, except any claim resulting from the negligence of SDC, its successors, legal representatives and assigns.

3. COVENANTS RUN WITH THE LAND. The easements granted by this Easement shall be appurtenant to and for the benefit of the SDC Property and each parcel constituting same, and the Union Property, respectively, and shall be a burden on each of such properties and shall run with the land which constitutes the Shopping Center. SDC shall be released from its duties hereunder for any portion of the SDC Property sold and conveyed by SDC, but only respecting matters arising after the date of any sale or conveyance, and SDC's successors therein shall be deemed to have assumed such duties of SDC hereunder with respect to such portion or portions of the SDC Property so conveyed. Union shall be released from its duties hereunder in the event the Union Property is sold and conveyed by Union, but only respecting matters

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arising after the date of any sale or conveyance, and Union's successor therein shall be deemed to have assumed the duties of Union hereunder.

4. MAINTENANCE AND OTHER MATTERS. The maintenance, insurance and other matters concerning the Easement Area (which Easement Area is cross-hatched on Exhibit "B" to the Declaration as described in Section 1(a) of the Declaration) and the Common Area shall be governed by the terms of the Declaration.

5. ATTORNEYS FEES. Should any dispute arise between the parties hereto or their legal representatives, successors and assigns concerning any provision of this Easement or the rights and duties of any person in relation thereto, the party prevailing in such dispute shall be entitled, in addition to such other relief that may be granted, to a reasonable sum as and for their or his or its attorneys fees and legal costs in connection with such dispute.

6. SUCCESSORS; BINDING EFFECT. This Easement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

EXECUTED as of the 21ST day of June, 1984, at Newport Beach, California.

UNION:

Union Oil Company of California
a California corporation

By C. C. Row
C. C. ROW, MANAGER MARKETING REAL ESTATE
UNION 76 DIVISION, WESTERN REGION

By R. P. Van Zandt
R. P. VAN ZANDT, Secretary

SAC:

Santa Anita Development Corporation
a California corporation

By [Signature]
President

By [Signature]
Secretary

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RE Service Station 6962
Sunnymead, California

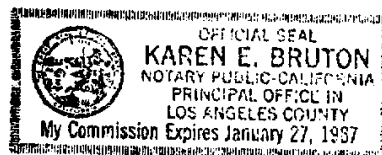
STATE OF CALIFORNIA, }
COUNTY OF LOS ANGELES. } SS.

On this 21st day of June, in the year 1984, before me,
KAREN E. BRUTON, a Notary Public in and for said County and State,
residing therein and duly commissioned and sworn, personally appeared
C. C. ROW personally known to me to be the
Manager Marketing Real Estate of UNION OIL COMPANY OF CALIFORNIA
the corporation that executed the within instrument, and known to me to
be the person who executed the within instrument on behalf of the
corporation therein named and acknowledged to me that the corporation
executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal the day and year in this certificate first above written.

Karen E. Bruton
Notary Public in and for said County
and State.

(Seal)



Corporate Acknowledgment

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RE Service Station 6962
Sunnymead, California

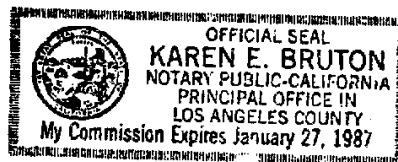
STATE OF CALIFORNIA, }
COUNTY OF LOS ANGELES. } SS.

On this 21st day of June, in the year 1984 before me,
KAREN E. BRUTON, a Notary Public in and for said County and State,
residing therein and duly commissioned and sworn, personally appeared
R. P. VAN ZANDT personally known to me to be the
Assistant Secretary of UNION OIL COMPANY OF CALIFORNIA
the corporation that executed the within instrument, and known to me to
be the person who executed the within instrument on behalf of the
corporation therein named and acknowledged to me that the corporation
executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal the day and year in this certificate first above written.

Karen E. Bruton
Notary Public in and for said County
and State.

(Seal)



Corporate Acknowledgment

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STATE OF CALIFORNIA

COUNTY OF _____

SS.

On _____, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice President and Secretary, on behalf of Union Oil Company of California, the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

Notary Public

SEAL:

STATE OF CALIFORNIA

COUNTY OF ORANGE

SS.

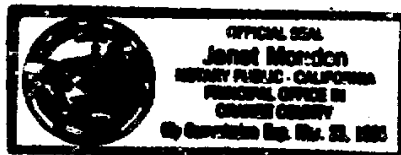
On JUNE 26, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary Hamilton and William A. Steele, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as President and Secretary, on behalf of Santa Anita Development Corporation, the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

Janet Mordon

Notary Public

SEAL:



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EXHIBIT A

"Union Property"

That certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 7 of that certain Parcel Map No. 19461, recorded in Book 122, Pages 49 and 50 of Parcel Maps, Official Records of Riverside County, California.

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EXHIBIT B

"SDC Property"

That certain real property situated in the County of Riverside, State of California, described as follows:

Parcels 1 through 6, and 8 of that certain Parcel Map No. 19461, recorded in Book 122, Pages 49 and 50 of Parcel Maps, Official Records of Riverside County, California.

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EXHIBIT C

"Easement Area"

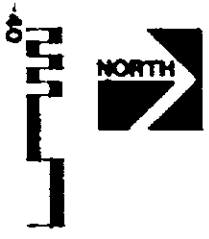
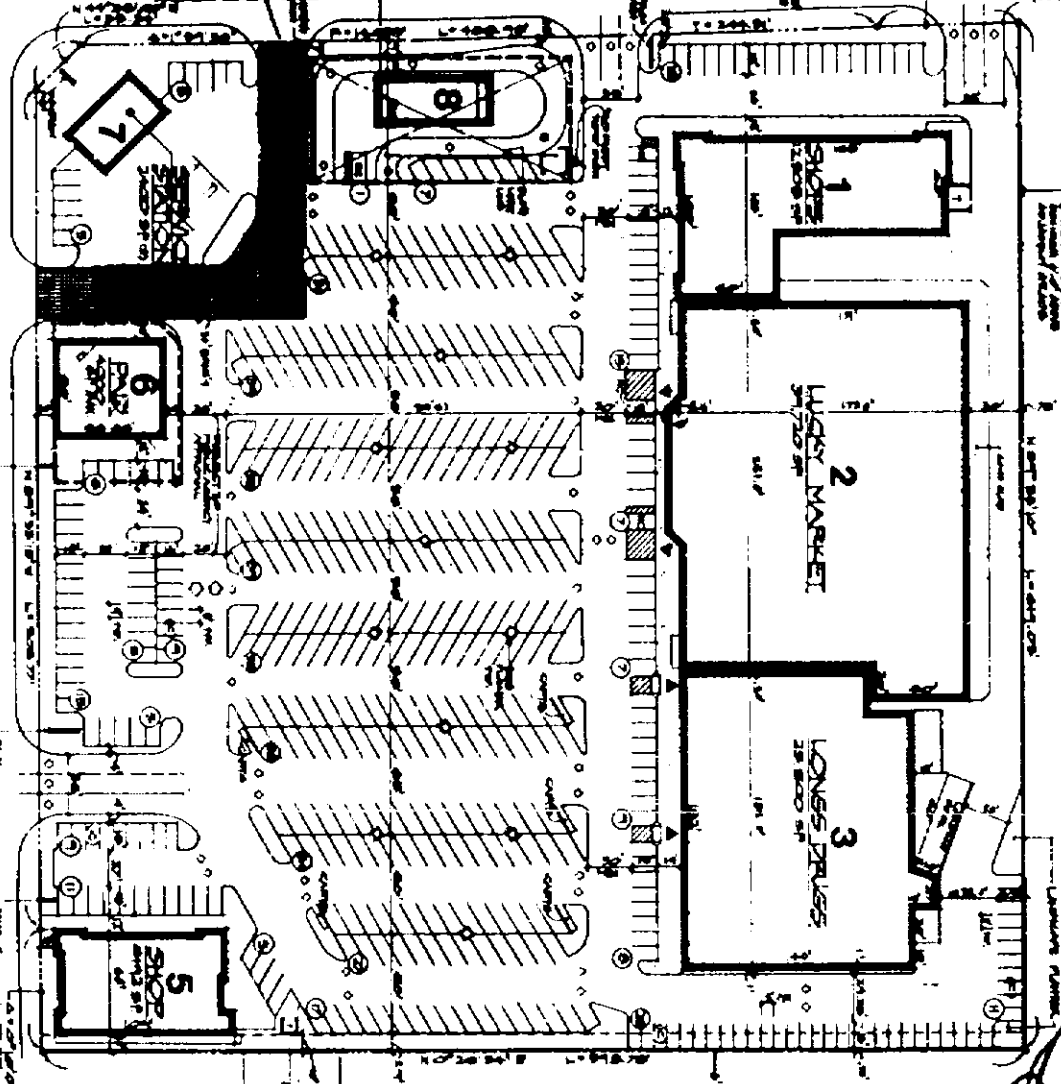
The North 30 feet, together with the East 30 feet, of Parcel 7 of Parcel Map No. 19461, in the County of Riverside, State of California, as per map filed in Book 123, Pages 49 and 50 of Parcel Maps, in the office of the County Recorder of said County, together with that portion of said Parcel 7 lying 15.00 feet on each side of the following described centerline:

Beginning at a point on a line that is parallel with and distant Westerly 15.00 feet, measured at right angles, from the Easterly line of said Parcel 7 said point also being distant North 0 Degrees 26' 45" East thereon 98.00 feet from the Southerly line of said Parcel; thence North 44 Degrees 33' 15" West 72.07 feet to a line that is parallel with and distant Southerly 15.00 feet, measured at right angles, from the Northerly line of said Parcel.

Easement Area
(Cross-Hatched)

ALESSANDRO BOULEVARD

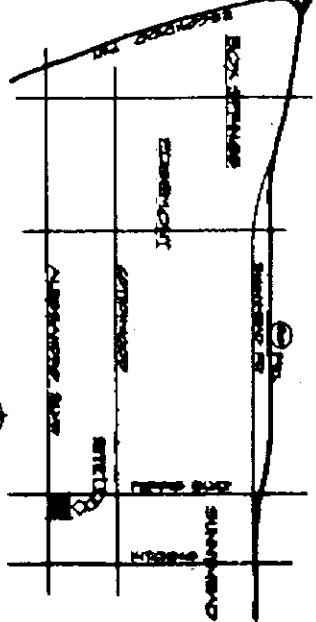
PERRIS BOULEVARD



SUMMARY

LAND	8.41 AC	344,344 SF
BUILDING		72,300 SF
LAND / BLDG		2.77 / 1
PARK'G PROV'D		415 STALLS
PARK'G RATIO		5.285 / 1000

VICINITY MAP



LEGEND
Lot 4 of Block 117 of Sub 1
of the Valley View Addition
as shown on the map in Sheet 11
Map 11, 12 and 13 of the County of San Diego