

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

CITY CLERK
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

Project: Parcel Map 22133

GRANT OF EASEMENTS
ESTABLISHING MUTUAL ACCESS

RECEIVED FOR RECORD
AT 8:30 O'CLOCK A.M.

FEB - 9 1990

Recorded in Official Records
of Riverside County, California

William S. Egan
Recorder

Fees \$

THIS GRANT OF EASEMENTS is made and entered into this 8th day of February, 1990, by R.E.F. ENTERPRISES, a California corporation, hereinafter referred to as "FIRST PARTY" and R. E. FRITTS and MARIE J. FRITTS, husband and wife, and CHARLES W. MOHN, JR., a married man, as his sole and separate property, hereinafter collectively referred to as "SECOND PARTY", with reference to the following facts:

A. FIRST PARTY is the fee owner of the real property hereinafter referred to as "Parcel 1", located in the City of Riverside, County of Riverside, State of California, described as follows:

Parcel 1 of Parcel Map 22133 as shown by map on file in Book 145 of Parcel Maps, at Pages 29 and 30 thereof, records of Riverside County, California.

B. SECOND PARTY is the fee owner of the real property, hereinafter referred to as "Parcel 2", located in the City of Riverside, County of Riverside, State of California, described as follows:

Parcel 2 of Parcel Map 22133 as shown by map on file in Book 145 of Parcel Maps, at pages 29 and 30 thereof, records of Riverside County, California.

C. Parcels 1 and 2 are part of a retail sales development situated at 7990 Auto Drive, Riverside, California. The development plans submitted to the City of Riverside, California (hereinafter referred to as the "City") show that Parcels 1 and 2 require mutual access from each parcel to the other and the City requires mutual access for ingress and egress as a condition of the issuance of a certificate of occupancy.

DESCRIPTION APPROVAL 2/9/90 by Walter R. Fry
SURVEYOR, CITY OF RIVERSIDE

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CLA 110

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NOW, THEREFORE, incorporating the above recitals and for the purpose of complying with one of the conditions imposed by the City for the issuance of a certificate of occupancy and in consideration of such approval, FIRST PARTY and SECOND PARTY hereby mutually agree as follows:

1. FIRST PARTY hereby grants to SECOND PARTY and to the heirs, successors and assigns of SECOND PARTY, a nonexclusive easement for ingress and egress and maneuvering of motor vehicles over, along and across Parcel 1 for the use and benefit of and as an easement appurtenant to Parcel 2.
2. SECOND PARTY hereby grants to FIRST PARTY and to the successors and assigns of FIRST PARTY, a nonexclusive easement for ingress and egress and maneuvering of motor vehicles over, along and across Parcel 2 for the use and benefit of Parcel 1.
3. The respective grants of easements above described are made for the purpose of allowing access to each parcel and the structures thereon for the benefit of the owners, lessees, tenants, occupants and invitees of the other parcel. Neither FIRST PARTY nor SECOND PARTY shall construct, install, maintain or permit to remain any wall, fence or other barrier between the two parcels which would preclude or interfere with the use of the access easements above granted.
4. This Grant of Easements is made and entered into for the purpose of complying with a condition imposed by City for the issuance of a certificate of occupancy for the property hereinabove described, and the easements and duties and obligations hereinabove created shall not be altered or extinguished without the prior written consent of the City Council of the City duly recorded.
5. The terms of this Grant of Easements may be enforced by any owner, lessee, tenant or occupant of any portion of Parcel 1 or Parcel 2, and the City. Should any owner, lessee, tenant or occupant or the City bring an action to enforce any of the terms of this Grant of Easements, the prevailing party shall be entitled to costs of suit, including reasonable attorneys' fees.
6. The rights and obligations set forth herein shall run with the land and shall inure to the benefit of the successive owners of Parcels 1 and 2 respectively. In the event Parcels 1 and 2 come under one ownership, the easements above granted shall not be extinguished by merger, but shall continue as established herein.

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Easements to be duly executed the day and year first above written.

FIRST PARTY

R.E.F. ENTERPRISES, a California corporation

By [Signature]
R. E. FRITTS

Title Chairman

SECOND PARTY

[Signature]
R. E. FRITTS

[Signature]
MARIE J. FRITTS

[Signature]
CHARLES W. MOHN, JR.

APPROVED AS TO FORM:

[Signature]
Chief Assistant City Attorney

GENERAL ACKNOWLEDGMENT

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NO. 201

State of California
County of Riverside } SS.

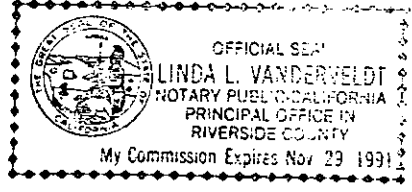
On this the 8th day of February 1990, before me,

Linda L. Vanderveldt

the undersigned Notary Public, personally appeared

Marie J. Fritts

personally known to me
 proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) _____ subscribed to the
within instrument, and acknowledged that she executed it.
WITNESS my hand and official seal.



Linda L. Vanderveldt
Notary's Signature

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:
Title or Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____