

GRANT OF RECIPROCAL EASEMENTS

THIS AGREEMENT, made this 25th day of July, 1956, by and between: ROSELAND VILLAGE, a California Corporation, hereinafter referred to as "First Party"; and CODDING ENTERPRISES, a California Corporation, hereinafter referred to as "Second Party".

W I T N E S S E T H

WHEREAS, the first party owns and has title to the following described real property, located in the County of Sonoma, State of California, to-wit:

Being a portion of the Rancho Cabeza de Santa Rosa, beginning at a point in the Northerly line of the County Road leading from Santa Rosa to Sebastopol, (Sebastopol Avenue), distant thereon North 73° 24' East 846.82 feet from an old stake at the Southwest corner of the tract of land deeded by Charles J. Buckland and wife to J. H. Brush by deed dated September 6, 1892, and recorded in Book 161 of Deeds, page 613, Sonoma County Records; thence along the Northerly line of Sebastopol Avenue North 73° 24' East 567.18 feet; thence North 16° 36' West 547.8 feet to the Southerly line of the Right of way of the Sebastopol Branch of the Northwestern Pacific Railroad, the true point of beginning of the parcel to be herein described; thence returning South 16° 36' East 547.8 feet to the Northerly line of Sebastopol Avenue; thence along the Northerly line of Sebastopol Avenue North 72° 45' East 200 feet; thence North 5° West 127.7 feet; thence North 82° 10' East 16.5 feet; thence North 5° West 62 feet; thence South 73° 50' West 91.8 feet; thence North 5° West 370 feet to the Southerly line of said Railroad Right of Way; thence South 79° 35' West along the Southerly line of said Railroad Right of Way 235 feet, more or less, to the point of beginning. Containing 2.49 acres, more or less; and

WHEREAS, the second party is the owner and possessor of that certain real property located in the County of Sonoma, State of California, more particularly, described as follows, to-wit:

Being a portion of the Rancho Cabeza de Santa Rosa, beginning at a point in the Northerly line of the County road leading from Santa Rosa to Sebastopol, (Sebastopol Avenue), distant thereon North 73° 24' East 846.82 feet from an old stake at the Southwest corner of the tract of land deeded by Charles J. Buckland and wife to J. H. Brush by deed dated September 6, 1892, and recorded in Book 161 of Deeds, page 613, Sonoma County Records; thence North 5° 35' West 596 feet to the Southerly line of the Right of Way of the Sebastopol Branch of the Northwestern Pacific Railroad, the true point of beginning of the parcel to be herein described; thence returning South 5° 35' East 596 feet to the Northerly line of Sebastopol Avenue; thence North 16° 36' West 547.8 feet to the Southerly line of said Railroad right of way; thence South 79° 35' West along the Southerly line of said Railroad Right of Way 450 feet more or less to the point of beginning. Containing 6.69 acres more or less; and

WHEREAS, said properties are adjacent to each other so that the west line of the property of the first party forms the east line of the property of the second party; and

WHEREAS, both of said properties are now employed and used as the site of various store buildings, comprising a shopping center known as ROSELAND VILLAGE; and

WHEREAS, the parties hereto desire to grant to each other reciprocal easements over that portion of said real property which has been, and will be in the future, set aside for vehicular parking lots and drive-ways;

NOW, THEREFORE, in consideration of the reciprocal rights herein granted by each party to the other, and of the mutual covenants, agreements, conditions, and stipulations herein contained, it is mutually covenanted, stipulated, and agreed as follows:

1. The first party hereby grants unto second party, or its assigns, a non-exclusive easement to use and to allow the use of the vehicular parking lots and drive-ways which presently exist, or will be developed hereafter, on the property of the first party as hereinabove described, for the benefit of itself and its invitees and licensees, for the ingress, egress, and parking of motor vehicles, for all proper purposes connected with the operation of retail business establishments by the grantee, its lessees, tenants, or agents; such easement to be on the real property of the grantor, the first party herein, and which is more specifically described hereinabove as the property of the first party.

2. The second party hereby grants unto first party, or its assigns, a non-exclusive easement to use and to allow the use of the vehicular parking lots and drive-ways which presently exist, or will be developed hereafter, on the property of the second party as hereinabove described, for the benefit of itself and its invitees and licensees, for the ingress, egress, and parking of motor vehicles, for all proper purposes connected with the operation of retail business establishments by the grantee, its lessees, tenants, or agents; such easement to be on the real property of the grantor, the second party herein, and which is more specifically described hereinabove as the property of the second party.

3. It is understood and agreed by and between the parties hereto that the easements granted herein are to be held by the respective grantees, their assigns or successors, as appurtenant to the land owned by the said respective grantees.

4. It is further understood and agreed by and between the parties hereto that the first party will care for and maintain, and shall pay for said care and maintenance, the parking lots and drive-ways upon the said property of the first party, and that said second

BOOK 1467 PAGE 418

party will care for and maintain, and shall pay for said care and maintenance, the parking lots and drive-ways upon the said property of the second party.

15. This agreement has been executed in duplicate by the parties hereto, and each party has executed a copy thereof which shall be considered as an original document, and has caused the same to be acknowledged.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

First Party:

ROSELAND VILLAGE, a California Corporation,

By

Viggo Paulsen Nielsen

Second Party:

CODDING ENTERPRISES, a California Corporation,

By

Harold Coddie

RECORDED AT REQUEST OF

AT 54 MIN. PAST 11

Book 1467 Official Records to 415

SONOMA COUNTY, CALIFORNIA

SEP 12 1956

RECORDER

DEPUTY

FEE \$3.25

SERIAL No.

E 92442

STATE OF CALIFORNIA,

County of Sonoma

BOOK 1467 PAGE 419

On this 12th day of September, in the year one thousand nine hundred and fifty-six
 before me, Chas. R. Brown, a Notary Public in and for the Sonoma County of
Sonoma, State of California, residing therein, duly commissioned and sworn, personally appeared
Viggo Paulsen
 known to me to be the Vice President
 of the corporation described in and that executed the within instrument, and also known to me to be
 the person who executed the within instrument on behalf of the corporation therein named, and
 acknowledged to me that such corporation executed the same.

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

Notary Public in and for the Sonoma County of Sonoma State of California.

Cowdery's Form No. 2B—(Acknowledgment—Corporation).
 (C. C. Secs. 1190-1190.1)

My Commission Expires May 9, 1960

STATE OF CALIFORNIA,

County of Sonoma

On this 12th day of September, in the year one thousand nine hundred and fifty-six
 before me, Chas. R. Brown, a Notary Public in and for the Sonoma County of
Sonoma, State of California, residing therein, duly commissioned and sworn, personally appeared
Hugh B. Coddling
 known to me to be the President
 of the corporation described in and that executed the within instrument, and also known to me to be
 the person who executed the within instrument on behalf of the corporation therein named, and
 acknowledged to me that such corporation executed the same.

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

Notary Public in and for the Sonoma County of Sonoma State of California.

Cowdery's Form No. 2B—(Acknowledgment—Corporation).
 (C. C. Secs. 1190-1190.1)

My Commission Expires May 9, 1960