

"SAFECO TITLE INS. CO."
690468-11

RECORDED IN OFFICIAL RECORDS
DEC 31 1986 AT 8:00AM
SAN BERNARDINO COUNTY, CALIF.

When Recorded, Return to:

Mr. Michael L. Loban
The Sickels Group
Suite 400
4275 Executive Square
La Jolla, California 92037

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86-401404

RECIPROCAL PARKING EASEMENT AGREEMENT

THIS RECIPROCAL PARKING EASEMENT AGREEMENT (the "Agreement") is made as of the 26th day of November, 1986, by and between RAMADA HOTEL OPERATING COMPANY, a Delaware corporation ("Ramada"), and ONTARIO VINEYARD PARTNERS, a California general partnership ("Ontario"), on the basis of the following facts:

R E C I T A L S

A. Ramada is the owner of certain real property located in the City of Ontario, County of San Bernardino, California, more fully described on Exhibit "A" hereto (the "Ramada Property").

B. Ontario is the owner of certain real property located adjacent to the Ramada Property in the City of Ontario, County of San Bernardino, California, more fully described on Exhibit "B" hereto (the "Ontario Property").

C. Ramada and Ontario are sometimes hereinafter collectively called the "Parties." The Ramada Property and the Ontario Property are sometimes hereinafter collectively called the "Property."

D. The Ramada Property and the Ontario Property adjoin each other and the Parties desire that certain parking spaces, driveways and walkways located on the Property be available for the joint use of the Parties.

A G R E E M E N T

Based upon the foregoing facts and in consideration of the covenants set forth in this Agreement, Ramada and Ontario hereby agree as follows:

1. Ramada Easement. Ramada hereby grants to Ontario for the benefit of the Ontario Property, a nonexclusive, perpetual easement over those certain sixty-seven (67) parking spaces, and the driveway and walkway areas located on

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that certain portion of the Ramada Property delineated on Exhibit "C" hereto (the "Ramada Easement"), for the purposes of pedestrian and vehicle ingress, egress and parking, which Ramada Easement shall be for the use and benefit of Ontario and its Related Parties (as hereinafter defined).

2. Ontario Easement. Ontario hereby grants to Ramada for the benefit of the Ramada Property, a nonexclusive, perpetual easement and right of way over those certain sixty-seven (67) parking spaces, and the driveway and walkway areas located on that certain portion of the Ontario Property crosshatched on Exhibit "C" hereto (the "Ontario Easement"), for the purposes of pedestrian and vehicle ingress, egress and parking, which Ontario Easement shall be for the use and benefit of Ramada and its Related Parties (as hereinafter defined). The Ramada Easement and the Ontario Easement are hereinafter collectively called the "Easements." Exhibit "C" is binding only with respect to the Easements and not with respect to any other improvements depicted thereon.

3. Related Parties. The "Related Parties" of Ramada and Ontario include, but are not limited to, all employees, officers, directors, shareholders, contractors, subcontractors, invitees, customers, partners, joint venturers, agents, lessees, sublessees, licensees, concessionaires, visitors, guests, successors, assigns, heirs, personal representatives and administrators of Ramada and Ontario.

4. Covenant to Construct. Each Party hereby covenants with and warrants to the other Party that all of the parking spaces, driveways and walkways covered by each party's respective Easement shall be fully constructed to the extent required by any parcel map filed with the City of Ontario with respect to the Properties or by that certain Specific Plan for Centrelake Business Park, approved and adopted by the City Council of the City of Ontario on January 26, 1983. Each Party further covenants with and warrants to the other Party that the improvements on each Party's respective Easement shall be available for use by the Parties six (6) months after notice is given by either Party to the other Party to construct such improvements on the Easement, such notice to be given at least six (6) months prior to the estimated date upon which the buildings to be constructed on such Party's Property shall be open for business.

5. Title. Each Party represents and warrants to the other Party that as of the date of this Agreement each Party holds good and marketable title to its respective portion of the Property and that each Party has full power and lawful authority to convey its respective Easement to the other.

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6. Maintenance. The owner of the Ontario Property shall be responsible for the repair and maintenance of the Ontario Property and the owner of the Ramada Property shall be responsible for the repair and maintenance of the Ramada Property. The owner of each parcel of the Property shall keep the parking spaces, driveways and walkways located on the parcel owned by it clean, safe and in good condition and repair, including without limitation, the paving and repairing or resurfacing of such areas when necessary with the type of material originally installed therein or such substitute therefor as shall in all respects be equal thereto in quality, appearance and durability; the removal of debris and waste material and the washing and sweeping of paved areas as required; and the painting and repainting of striping markers and directional signals as required. Each Party shall pay all taxes due on its respective Property.

7. Barriers and Walls. The owner of the Ontario Property shall not construct, or permit to be constructed, any fence, wall or other barrier of any kind on the Ontario Property which would in any way prevent, obstruct or impair the free passage of pedestrian or vehicular traffic to or between the Ontario Property and the Ramada Property and the adjacent public streets. The owner of the Ramada Property shall not construct, or permit to be constructed, any fence, wall or other barrier of any kind on the Ramada Property which would in any way prevent, obstruct or impair the free passage of pedestrian or vehicular traffic to or between the Ramada Property and the Ontario Property and the adjacent public streets. Notwithstanding the foregoing, the owner of the Ontario Property and the owner of the Ramada Property may temporarily close or relocate a portion of any parking or traffic areas located on such owner's property as may be necessary to make repairs or alterations or comply with codes or regulations of governmental or quasi-governmental authorities having jurisdiction over the Ontario Property or the Ramada Property.

8. Insurance. The owners of the Ontario Property and the Ramada Property shall each maintain general public liability insurance against claims for bodily injury or death occasioned by accident occurring on or in connection with use of such owner's property with limits of not less than \$2,000,000 with respect to injury or death of one person, not less than \$3,000,000 with respect to injury or death to any number of persons arising out of one incident, and not less than \$500,000 with respect to property damage, which policy shall contain "Lessor's risk only coverage", also known as "easement coverage".

9. Running with Land; Binding Effect. The easements hereby granted with respect to the Ontario Property are appurtenant to the Ramada Property and a burden on the Ontario Property; the easements hereby granted with respect to the Ramada Property are appurtenant to the Ontario Property and a burden on the Ramada Property; and the easements, covenants and conditions herein contained shall run with the land and shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. Common ownership of the Ramada Property and the Ontario Property shall not cause the Easements to merge involuntarily.

10. No Dedication for Public Use; No Fees. The provisions hereof are not intended to and do not constitute a dedication for public use, and the rights herein created are private and for the benefit only of the parties hereto, their successors and assigns, tenants, subtenants, employees, invitees, guests, visitors, and licensees. The Parties shall charge no fees to each other and each other's Related Parties in connection with the Easements.

11. No Partnership. It is agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, or any association between any of the parties hereto.

12. Supremacy Over Declaration. Ramada and Ontario acknowledge that pursuant to Section 7.4 of the Declaration of Covenants, Easements and Restrictions for Centrelake Business Park, executed by Ontario, as Declarant, recorded as Instrument No. 86-401400, on _____, 198____, at the office of the County Recorder of San Bernardino County, California (the "Declaration"), Ontario has certain rights over the Ramada Property with respect to reciprocal parking easements. Ontario, on behalf of itself as Declarant and all successors and assigns, agrees that said Section 7.4 of the Declaration (and any amendments or successor provisions thereto) is not applicable to the Ramada Property and is superseded in its entirety with respect to the Ramada Property by this Agreement and the Easements created hereby.

13. Enforcement. The restrictions, easements and covenants contained herein may be enforced by the respective fee owners of the Ramada Property and the Ontario Property and their lessees, respective property managers or designated agents, and the successors and assigns of the above-enumerated parties. Violation of any one or more of the restrictions or covenants may be restrained or enforced by any court of competent jurisdiction and/or damages may be awarded for any violation. However, nothing herein shall be construed as meaning that damages are an adequate remedy

where equitable relief is sought. In the event any party employs an attorney to enforce any of the foregoing restrictions, easements or covenants, or to uphold or defend the validity of any restrictions, easements or covenants contained in this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection with such action. In addition, if any party shall fail or refuse to perform any of its respective obligations or duties as set forth in this Agreement, and if such failure or refusal shall continue for thirty (30) days after such defaulting party receives written notice thereof from any other party hereunder (unless, within such thirty (30) day period, such defaulting party has commenced and is diligently pursuing the performance of the obligation or duty specified in such notice), then the party giving such written notice shall have the right (but not the obligation) to perform or pay the obligation or duty which the defaulting party has failed or refused to perform or pay, and, in connection therewith, each party hereto grants to the other party, and its respective agents, employees and independent contractors, full right on, to and from their respective properties for the purposes of performing such obligations or duties. All costs and expenses incurred by any party in connection with the performance of a defaulting party's obligation or duty shall be repaid by the defaulting party within ten (10) days after demand, together with interest thereon from the date of demand until repaid at the greater of (1) the maximum rate permitted under applicable law or (2) the rate of eighteen percent (18%) per annum.

Any such claim for repayment, together with interest as aforesaid, shall be a secured right, and a lien therefor in favor of the party who paid or performed the defaulting owner's obligation may attach to the real property (and improvements thereon) described herein which is owned by the defaulting owner effective upon recording of a notice of claim of lien in the Recorder's Office of San Bernardino County, California, signed and certified by the party who performed or paid the defaulting owner's obligation, stating the amount due, the name of the defaulting owner, and the legal description of the parcel owned by such defaulting owner. Such lien shall be subordinate to any first mortgage or deed of trust now or hereafter covering any portion of such defaulting party's real property and improvements thereon. A breach of this Agreement shall not defeat or render invalid any such mortgage or deed of trust. It is further agreed that the foregoing lien shall be in addition to any right of subrogation the party paying or performing such obligation or duty may have to any mechanics', contractors' or materialmen's liens. The party who paid or performed the defaulting owner's obligation may bring an action at law against the defaulting owner personally obligated to pay the same for a

money judgment or to foreclose the lien against the property, or both, and interest, costs and reasonable attorneys' fees of any action shall be added to the amount due and owing.

14. Term. The term of this Agreement shall be perpetual, subject to the provisions of Paragraph 16 below.

15. Subsequent Conveyances. Deeds, leases or other conveyances of any of the properties described herein, or any part or parts thereof, may contain the covenants, easements, and conditions herein set forth by reference to this instrument; but regardless of whether any such reference is made in any instrument of conveyance, each and all of the covenants, easements, and conditions herein set forth shall be binding upon the respective owners, grantees, lessees, and their heirs, personal representatives, successors and assigns.

16. Amendments. These covenants, easements, and conditions may be revoked or amended at any time by recording in the office of the County Recorder of San Bernardino County, California, an instrument in writing reciting such revocation or amendment, bearing the acknowledged signatures of all of the parties hereto, or their successors and assigns.

17. Reservation of Other Rights. Ontario and Ramada each retain, reserve and shall continue to enjoy the use of the surface of the Ontario Property and the Ramada Property, respectively, for any and all purposes which do not interfere with or prevent the use of the easement rights granted in this Agreement.

18. Binding Agreement. Each Party represents and warrants that this Agreement has been duly and validly authorized, executed and delivered and constitutes the valid and binding obligation of each of the Parties, respectively, and is enforceable in accordance with its terms.

19. Indemnity. Ontario shall indemnify Ramada and hold Ramada harmless for, from and against all losses, liabilities, claims (including mechanics' or materialmen liens), costs (including attorneys' fees), actions or damages incurred by Ramada or its Related Parties as a result of any breach of this Agreement by Ontario or its Related Parties or arising from any personal injury or property damage caused by or arising out of the use of the Ramada Easement. Ramada shall indemnify Ontario and hold Ontario harmless for, from and against all losses, liabilities, claims (including mechanics' and materialmen liens), costs (including attorneys' fees), actions or damages incurred by Ramada or its Related Parties as a result of any breach of this Agreement

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by Ramada or its Related Parties or arising from any personal injury or property damage caused by or arising out of the use of the Ontario Easement. The indemnities granted hereby shall not apply to any losses, liabilities, claims, costs, actions or damages caused by the intentional misconduct or negligence of the party seeking an indemnity hereunder.

20. Miscellaneous. This Agreement is also governed by the following: (a) headings shall not be used to interpret the provisions; (b) the interpretation and enforcement of provisions shall be governed by the laws of California; (c) all rights and remedies shall be cumulative; (d) any consent or approval required from any Party shall not be unreasonably withheld; (e) all provisions shall be deemed to be both covenants and conditions; (f) the Agreement may be executed in counterparts; (g) the signatories below are authorized to execute this Agreement; (h) the provisions shall be binding upon the successors, assigns, heirs and executors of the respective Parties; (i) whenever required, all references to male gender shall include the female gender, and vice versa; (j) any Party's failure to enforce any provision shall not constitute a waiver of the right to enforce such provision; (k) the provisions may be waived only in a writing by the Party intended to be benefited by the provisions, and a waiver by a Party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions; (l) the provisions may be modified only in a writing signed by the Parties; (m) if any portion of a provision is held to be unenforceable, any enforceable portion thereof and the remaining provisions shall continue in full force; (n) no rule of strict construction shall be applied against any Party; (o) the liability for any defaults under this Agreement by a Party or a mortgagee is limited to the period of time that such Party or mortgagee has fee ownership of its respective Property covered by this Agreement; (p) time is of the essence; (q) the Parties shall cooperate together and take such additional actions as are reasonably necessary to accomplish the objectives set forth herein; (r) all Exhibits attached hereto are incorporated herein; (s) the Parties have read this document and have executed it voluntarily after having been apprised of all relevant information and risks, and having had the opportunity to obtain legal counsel of their choice; and (t) this document is the only and entire Agreement between the parties respecting the subject matter set forth herein.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

RAMADA HOTEL OPERATING COMPANY,
a Delaware corporation

By *Marshall C. Powell*
~~Its PURSUANT TO POWER OF ATTORNEY~~
"Ramada"

ONTARIO VINEYARD PARTNERS, a
California general partnership

By ONTARIO PARTNERS, INC.,
a New Mexico corporation,
as general partner

By *Wm. P. Glick*
Its VINE PRESIDENT

By CENTRELAKE LAND COMPANY
LTD., a California
limited partnership,
as general partner

By CDS HOLDING CORPORATION,
a California
corporation, as
general partner

By *Sam D. Proach*
Its PRESIDENT
"Ontario"

ACKNOWLEDGMENT

STATE OF Arizona)
 COUNTY OF Maricopa) ss.

On November 24, 1986, before me, the under-
 signed, a Notary Public in and for said County and State,
 personally appeared Marshall C. Reynolds, personally
 known to me or proved to me on the basis of satisfactory evi-
~~dence, to be the person who executed the within instrument as~~
Per Power of Attorney or on behalf of Ramada Hotel Operating Company
 and acknowledged to me that the corporation executed the
 same.

WITNESS my hand and official seal.

Karyn J. Morse
 Notary Public

My Commission Expires April 8, 1990

ACKNOWLEDGMENT

STATE OF Illinois)
 COUNTY OF Kankakee) ss.

On 7.21.86, 1986, before me, the under-
 signed, a Notary Public in and for said County and State,
 personally appeared Sharon A. Berry, personally
 known to me, or proved to me on the basis of satisfactory
 evidence, to be the person who executed the within instrument
 as Partner or on behalf of Ontario Partners, Inc., as a
 General Partner of Ontario Vineyard Partners, and acknowl-
 edged to me that the partnership executed the same.

WITNESS my hand and official seal.

Jan G. Wilcox
 Notary Public

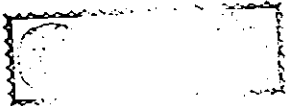
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ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On November 25, 1986, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Steven L. Black, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument as President or on behalf of CDS Holding Corporation, as a General Partner of Centrelake Land Company Ltd., as a general partner of Ontario Vineyard Partners, and acknowledged to me that the partnership executed the same.

WITNESS my hand and official seal.



Sandra Lynch Casare
Notary Public

1CLPS0669

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LEGAL DESCRIPTION

Parcel 1 of Parcel Map 10010, as per map on file in Book 111
Pages 42 & 43, recorded in the Official Records of San
Bernardino County Records on Dec. 26, 1986.

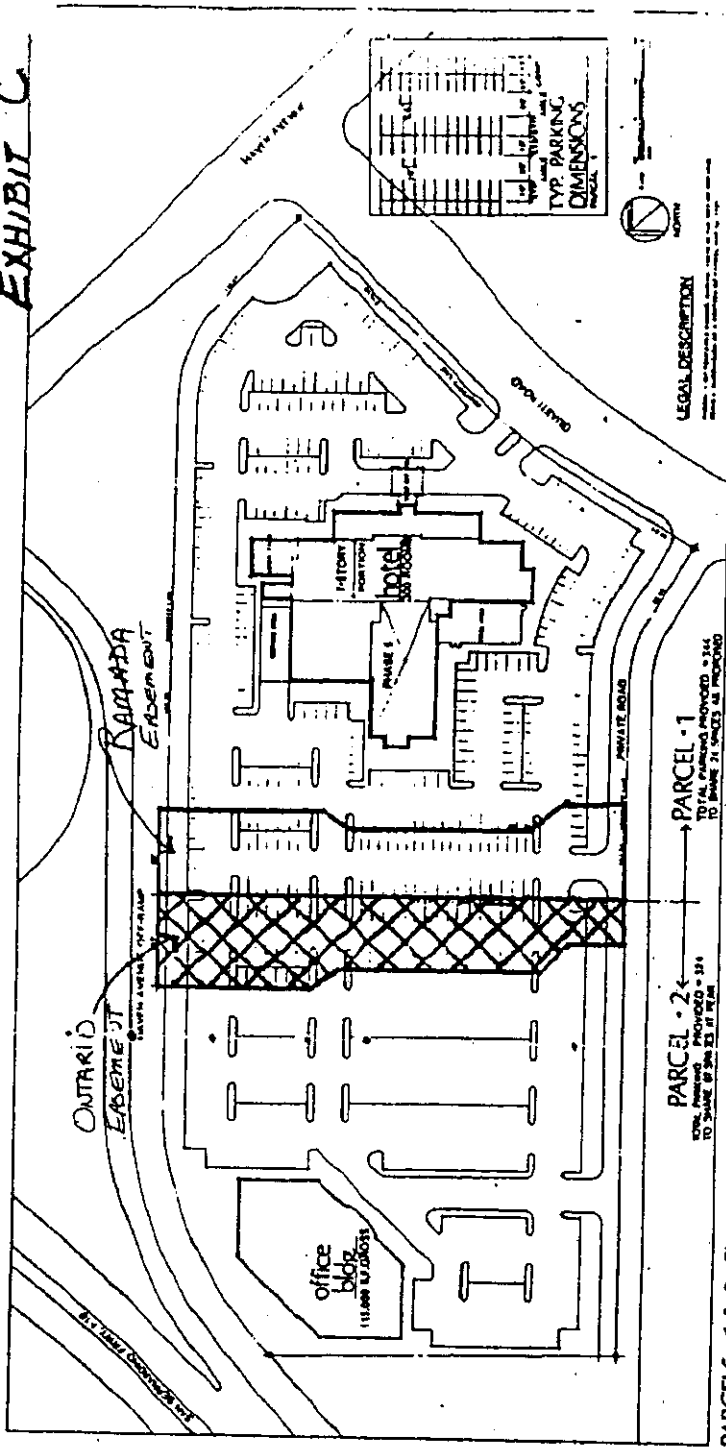
EXHIBIT A

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LEGAL DESCRIPTION

Parcel 2 of Parcel Map 10010, as per map on file in Book 111,
Pages 42 & 43, recorded in the Official Records of San Bernardino
County Records on Dec. 26, 1986

EXHIBIT B



LEGAL DESCRIPTION

RAMADA - ONTARIO, CA
 Centrelake Business Part, Parcel - 1

HOTEL:
 100 ROOMS
 4,000 SF
 2,000 SF
 10,000 SF (10,000 SF)
 10,000 SF (10,000 SF)

SITE:
 GROSS AREA: 100,000 SF
 NET AREA: 80,000 SF
 BALDING COVERAGE: 100%
 HARDSCAPE (PAVING): 50%
 PAVED PARKING: 20%

PROJECT SUMMARY

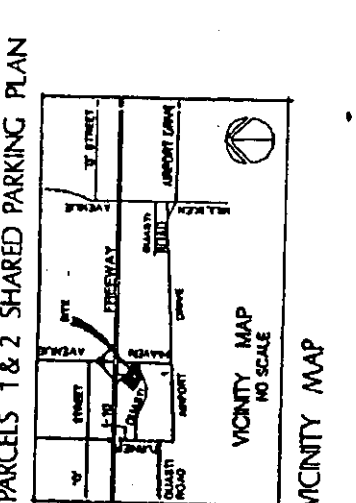
RAMADA - ONTARIO, CA
 Centrelake Business Part, Parcel - 1

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PARCEL - 1
 TOTAL AREA: 100,000 SF
 TO BE USED FOR: HOTEL & PARKING

PARKING SUMMARY

| TYPE | AREA (SF) | NUMBER OF SPACES |
|---------------|-----------|------------------|
| STANDARD | 10,000 | 100 |
| COMPACT | 10,000 | 100 |
| MINI | 10,000 | 100 |
| PERPENDICULAR | 10,000 | 100 |
| DIAGONAL | 10,000 | 100 |



GENERAL INFORMATION