

172-7

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Recording Requested By and
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AT 2:00 O'CLOCK

Tyre Kamins Katz & Granof
A Law Corporation
1840 Century Park East, 8th Floor
Los Angeles, CA 90067

AUG 28 1997

Recorded in Office Records
of Riverside County, California
Recorder

Attn: William W. Holcomb, Esq.

Page 57

JOINT ACCESS AGREEMENT

PROJECT: PM 28496

(T)

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1. Parties.

This Joint Access Agreement ("Agreement"), dated for identification purposes only July 21, 1997, is executed by Mission Village, a California corporation ("Mission Village"), and Terry Brick and Nina Brick, husband and wife (together "Brick").

2. Recitals.

2.1 Parcel 2. Mission Village is the owner of Parcels 2 and 3 (the "Mission Parcels") of Parcel Map No. 28496, filed 8-28-97 in Book 190 of Parcel Maps at Pages 13 and 14 in Riverside County Records (the "Parcel Map").

2.2 Parcel 1. Brick is the owner of Parcel 1 of the Parcel Map (the "Brick Parcel").

2.3 Reciprocal Rights. Subject to the terms and conditions contained in this Agreement, Mission Village and Brick desire to establish certain reciprocal easements, covenants and conditions with respect to the Mission Parcels and the Brick Parcel.

2.4 Consideration and Agreement. In consideration of the foregoing recitals, in order to meet the conditions of approval of the City of Riverside ("City") for Parcel Map 28496 requiring joint access, ingress and egress and/or utilities across all parcels and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all of the terms, conditions and provisions of this Agreement, the parties do hereby agree as provided below.

61131\0004\MM0001F.AGR

July 15, 1997

See document for details

CIA 576

3. Definitions.

3.1 "Building Area" shall mean the area within the Parcels that is occupied by buildings.

3.2 "Common Area" shall mean the area within the Parcels that is neither occupied by buildings, structures or building projections (such as roof overhangs and canopies and columns supporting them, swinging doors and sub-surface foundations).

3.3 "Common Driveway" shall mean the shared driveway to be constructed over those portions of the Mission Parcels and the Brick Parcel designated "Common Driveway" on the Site Plan (defined below) and legally described on Exhibit "A" attached hereto and incorporated herein by this reference.

3.4 "Default Interest Rate" shall mean the lesser of: (i) five percent (5%) per annum in excess of the "Prime Rate," and (ii) the highest lawful rate. The "Prime Rate" shall be the rate announced as such from time to time by Bank of America NT & SA or its successor. If there shall be no such announced rate of such bank or its successor, then the "Prime Rate" shall be such equivalent rate as is charged from time to time by major money-center banks.

3.5 "Owner" shall mean Mission Village or Brick, as the case may be, or, respectively, a successor owner or owners of the Mission Parcels or the Brick Parcel.

3.6 "Parcels" shall mean the Mission Parcels and the Brick Parcel.

3.7 "Permittees" shall mean the Owners, all persons from time to time entitled to the use and occupancy of any portion of the Parcels or under any lease, deed or other arrangement whereunder such person has acquired a right to such use and occupancy, and their respective officers, directors, employees, agents, contractors, customers, visitors, invitees, licensees and concessionaires.

3.8 "Person" or "Persons" shall mean and include individuals, partnerships, firms, associations, joint ventures, corporations, or any other form of business entity.

3.9 "Site Plan" means the site plan attached hereto as Exhibit "B" and incorporated herein by this reference.

4. Grant of Easements.

4.1 Non-Exclusive Access Easement for the Mission Parcels. Mission Village hereby grants to Brick, its successors and assigns, a non-exclusive easement for the purpose of vehicular and pedestrian ingress and egress over that portion of the Common Driveway located on the Mission Parcels.

4.2 Non-Exclusive Access Easement for the Brick Parcel. Brick hereby grants to Mission Village, its successors and assigns, a non-exclusive easement for the purpose of vehicular and pedestrian ingress and egress over that portion of the Common Driveway located on the Brick Parcel.

4.3 Reciprocal, Nonexclusive Parking Easements.

(a) Non-exclusive access and parking easement over the Mission Parcels. Mission Village hereby grants to Brick, his successors and assigns, a non-exclusive easement for the purpose of vehicular and pedestrian ingress and egress and for vehicular parking purposes over that portion of the Mission Parcel designated as "Common Area" as said Common Area shall be determined from time to time by Mission Village and its successors and assigns.

(b) Non-exclusive access and parking easement over the Brick Parcels. Brick hereby grants to Mission Village, its successors and assigns, a non-exclusive easement for purpose of vehicular and pedestrian ingress and egress and for parking purposes over the Common Areas located on the Brick Parcel as same may be determined from time to time by Brick and its successors and assigns.

4.4 Mutual Grant of Utility Easements. Mission Village hereby grants Brick nonexclusive surface and sub-surface easements, rights and rights of way on, across, through and under the Common Areas within the Mission Parcels, as said Common Areas may be determined from time to time by Mission Village and its successors and assigns to construct, maintain, repair, replace and relocate utilities servicing the Brick Parcel. Brick hereby grants Mission Village nonexclusive surface and sub-surface easements, rights and rights of way on, across, through and under the Common Areas within the Brick Parcel, as said Common Areas may be determined from time to time by Brick and its successors and assigns to construct, maintain, repair, replace and relocate utilities servicing the Mission Parcels.

4.5 Limitation on Easements.

(a) The holder of a utility easement granted hereunder shall have the duty to repair and restore any portion of the Common Area damaged by the use of such easement.

(b) Subject to the prior approval of the City when required by law, ordinance, regulation or application written City policy, each Owner shall have the right: (i) to change the layout and location of parking spaces and driveways located on its Parcel or Parcels and to change the location of the Building Areas; and (ii) to change, at such Owner's sole expense, the location of a utility easement previously located hereunder; provided that the change or relocation does not unreasonably interfere with or disrupt the use of the easements granted hereunder by the other Owner or Owners using the easements; and such other Owners receive at least 60 days advance written notice of the relocation.

(c) The rights granted under this Section 4 shall not be construed to unreasonably interfere with the uses intended hereunder for the Common Areas.

5. Initial Construction.

5.1 Initial Construction of Easement Areas. Mission Village shall be responsible for the initial construction of the driveway improvements within and upon the Common Driveway, a general description of which is set forth on Exhibit "B" attached hereto and incorporated herein by this reference. Brick hereby grants to Mission Village an irrevocable license for the purpose of accomplishing such initial construction over such other portions of the Brick Parcel as are reasonably necessary to accomplish such construction. Said license shall be irrevocable for a period ending upon the earlier to occur of (a) Mission Village's completion of such improvements and (b) nine (9) months from the date hereof. Mission Village shall bear the cost of such work and improvements.

5.2 Construction and Maintenance of Other Areas. Each Owner shall be responsible for the construction and maintenance, at its sole cost and expense, of all parking and roadway areas on its Parcel other than the Common Driveway. Each Owner shall maintain, repair and, when necessary, replace those portions of its Parcel other than the Common Driveway. The foregoing shall include causing such areas to be maintained in a good condition and repair and in compliance with applicable law.

6. Maintenance of Common Driveway. The Owner of the Mission Parcels shall maintain, repair and, when necessary, replace the Common Driveway. The foregoing shall include causing the aforesaid together with the lighting and related improvements associated therewith to be maintained in a good condition and repair and in compliance with applicable law. The cost of the responsibilities of the Owner of the Mission Parcels under this

Section 6 shall be borne as provided in Section 8.1 below. Brick hereby grants to Mission Village an easement over such portions of the Common Driveway on the Brick Parcel as are reasonably necessary to accomplish such maintenance.

7. Maintenance Costs.

7.1 Shared Maintenance Costs. The term "Shared Maintenance Costs" means all actual and out of pocket costs incurred by the Owner of the Mission Parcels in performing its maintenance obligations under Section 6 above. Shared Maintenance Costs shall not include any fees for management or supervision or any allowance for general or administrative expenses of such Owner.

7.2 Records. An Owner performing maintenance under Section 6 above shall retain its records relating to the Shared Maintenance Costs at such Owner's principal office. Upon reasonable prior notice to such Owner, each other Owner shall have the right to inspect the records relating to such costs. Appropriate adjustments shall be made for errors in the computation of such costs revealed by such audit or inspection.

7.3 Certain Consent Required. Any expenditures Owner of the Mission Parcels proposes to make in connection with its obligation to perform the work under Section 6 in excess of an aggregate of Five Thousand Dollars (\$5,000) per annum shall require the consent of the Owner(s) not performing such work, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Owner of the Mission Parcels shall have the right to make such expenditures in excess of the Five Thousand Dollar (\$5,000) amount without the consent of the Owner(s) not performing such work, in the event such expenditures are related to emergency work required to be done immediately to prevent injury or damage to persons or property.

8. Allocation of Shared Maintenance Costs.

8.1 Division of Costs. The Owner(s) of the Mission Parcels and the Owner(s) of the Brick Parcel shall each bear a portion of the Shared Maintenance Costs with respect to the Common Driveway in the ratio that the area of the Common Driveway within such Parcel bears to the total area of the Common Driveway. The Owner performing the applicable work under Section 6 shall bill the other Owner(s) for reimbursement of such other Owner(s)' share of the Shared Maintenance Costs, whereupon such other Owner(s) shall, within thirty (30) days, pay to Owner who has performed the work the amount to be reimbursed.

8.2 Additional Owners. In the event that the Owner of the Mission Parcels or the Brick Parcel shall propose to subdivide its Parcel so that there shall be more than one Owner with respect to either of the Mission Parcels or the Brick Parcel then prior to such separate conveyance there shall be entered into and recorded a supplement to this Agreement allocating the rights and responsibilities of the multiple Owners of the subdivided Parcel. Said supplement shall be subject to the prior written approval of the Owner(s) of the other original Parcel which approval shall not be unreasonably withheld or delayed. Until all Owners of a subdivided Parcel shall have entered into such a supplement, and had the same approved by the Owners of the other original Parcel, all Owners of the subdivided Parcel shall be jointly and severally liable for the obligations of the "Owner" of said subdivided Parcel and (b) any action by the "Owner" of the subdivided Parcel shall require the unanimous agreement of all Owners of such subdivided Parcels.

9. Certain Prohibition.

No Owner shall suffer or permit any buildings, structures or outdoor sales areas to be built within or upon the Common Driveway. Nothing contained in the foregoing, however, shall limit the obligations of an Owner to comply with Article 10 below or any other provision of this Agreement.

10. Miscellaneous Covenants.

10.1 Unauthorized Use and Closure of Common Driveway. Each Owner hereby reserves the right to eject or cause the ejection from the Common Driveway on its Parcel (or any other portion of its Parcel) of any Person or Persons not authorized, empowered or privileged to use the Common Driveway pursuant to this Agreement. Mission Village shall have the right to close of f all or any portion of the Common Driveway for such reasonable period or periods of time as may be necessary to perform the maintenance and repair requirements of Article 6; provided, however, that thirty (30) days prior to closing off any portion of the Common Driveway, as herein provided, Mission Village shall give written notice to the other Owners of its intention to do so, and shall coordinate such closing with the other Owners to minimize any interference with the operation of the Parcels. Notwithstanding anything above to the contrary, no such closure shall be permanent.

10.2 Subdivision. Both Owners shall have the right to subdivide their own respective Parcels so long as the requirements of Section 8.2 above are satisfied and provided that

no such subdivision shall interfere with the access, ingress and egress granted by the terms of this Agreement.

11. General Provisions.

11.1 Realty Taxes and Assessments. Each Owner shall, at its sole cost and expense, pay when due, all real estate taxes and assessments which may be levied, assessed, or charged by any public authority against such Owner's Parcel, the improvements thereon or any other part thereof including, without limitation, the Common Driveway on its Parcel.

11.2 Indemnification. Each Owner shall indemnify, defend, and save the other Owner harmless from and against any and all demands, liabilities, damages, expenses, causes of action, suits, claims, and judgments, including reasonable attorneys' fees, arising from injury or death to person or damage to property that occurs on the indemnifying Owner's Parcel other than the Common Driveway. An Owner shall not be entitled to such indemnification for any damage caused to such Owner by reason of its negligence, recklessness or willful misconduct.

11.3 Owners' Liability Insurance. Each Owner shall, severally, at all times during the term of this Agreement, maintain or cause to be maintained in full force and effect a commercial general public liability insurance policy covering its Parcel, with a financially responsible insurance company or companies, including coverage for any accident resulting in bodily injury to or death of any person and consequential damages arising therefrom, and a comprehensive property damage insurance, each in an amount not less than \$1,000,000 per occurrence and including coverage of the contractual liability contained in Section 11.2.

Each Owner's public liability policy with respect to the Common Driveway on its Parcel shall name as an additional insured the other Owners and any secured lenders designated in writing by the other Owners (the "Designated Lenders"). Each Owner shall furnish to each other Owner and Designated Lender requesting the same in writing, evidence that the insurance referred to in this Section 11.3 is in full force and effect and that the premiums for such policy have been paid. Such insurance shall provide that the same may not be canceled, reduced below the required minimum or materially amended without at least thirty (30) days prior written notice being given by the insurer to all other Owners and to the Designated Lenders.

11.4 Blanket Insurance. Any insurance required to be carried pursuant to this Article 11 may be carried under a policy

or policies covering other liabilities and locations of an Owner; provided, however, that such policy or policies apply to the Parcels required to be insured by this Section 11 in an amount not less than the amount of insurance required to be carried by such Owner with respect thereto, pursuant to this Article 11, said policy or policies contain an aggregate policy limit of at least ten (10) times the required insurance hereunder and the deductible does not exceed ten percent (10%) of the required insurance for such Parcel hereunder.

11.5 Release and Waiver of Subrogation. Each Owner for itself releases the other Owner from and, to the extent legally possible for it to do so on behalf of its insurer, hereby waives any liability for any personal injury or property damage upon each such Owner's Parcel, which loss or damage is of the type covered by insurance described in this Article 11, irrespective of any negligence on the part of the other Owner which may have contributed to or caused such loss. If the waiver of subrogation is not effective each Owner covenants that it will obtain for the benefit of the other Owner an express waiver of any right of subrogation which the insurer of such Owner may acquire against the other Owner by virtue of the payment of any such loss covered by such insurance.

In the event any Owner is by law, statute or governmental regulation unable to obtain a waiver of the right of subrogation for the benefit of the other Owner, then, during any period of time when such waiver is unobtainable, said Owner shall be deemed not to have released any subrogated claim of its insurance carrier against the other Owner, and during the same period of time the other Owner shall be deemed not to have released the other Owner who has been unable to obtain such waiver from any claims they or their insurance carriers may assert which otherwise would have been released pursuant to this Section 11.5. In the event that any Owner is unable to obtain such waiver of the right of subrogation for the benefit of the other Owner, such Owner shall, within thirty (30) days of receiving notice of such inability, give the other Owner written notice of such inability.

12. Remedies.

12.1 Legal Action Generally. If an Owner breaches any provision of this Agreement, including, but not limited to, the failure to pay amounts owing to any other Owner in accordance with Sections 5.1 and 8.1, then any other Owner may institute legal action against the defaulting Owner for specific performance, injunction, declaratory relief, damages, or any other remedy provided by law. All remedies herein or at law

shall be cumulative and not exclusive. As used herein, any reference to rights or remedies "at law" or "under applicable law" shall also include any rights or remedies "in equity".

12.2 Owner's Right to Cure or Abate. If an Owner (a "Defaulting Owner") breaches any provision of this Agreement, reference to which is made in Section 12.1, or violates any covenant, condition or restriction contained in this Agreement, or permits or suffers any occupant of its Parcel to violate any covenant, condition or restriction of this Agreement, then in addition to any other remedy provided for in this Agreement, any Owner (the "Creditor Owner") may demand by written notice (the "Default Notice") that the violation be cured. If the Defaulting Owner does not cure the violation within thirty (30) days after receipt of the Default Notice, or if such default is of a kind which cannot reasonably be cured within thirty (30) days, then if the Defaulting Owner does not within such thirty (30) day period commence to cure such default and diligently thereafter prosecute such cure to completion, then Creditor Owner (and its agents and employees) shall have the right to (i) pay any sum owed by the Defaulting Owner to the Person entitled thereto, (ii) enter upon the Common Driveway and summarily abate, remove or otherwise remedy any improvement, thing or condition which violates the terms of this Agreement, and (iii) enter upon the Common Driveway and perform any obligation of the Defaulting Owner to be performed thereon. The Defaulting Owner shall, within ten (10) days of written demand by the Creditor Owner, accompanied by appropriate supporting documentation, reimburse the Creditor Owner for all costs and expenses incurred by the Creditor Owner in undertaking any of the actions permitted by clauses (i) through (iii) in the preceding sentence, including without limitation, wages, benefits and overhead allocable to the time expended by any employee of the Creditor Owner in taking such actions, together with interest thereon at the rate equal to the Default Interest Rate, from the date such costs and expenses were advanced or incurred by the Creditor Owner. If any Owner or Owners shall fail to pay to the other Owner any payment in respect of Shared Maintenance Costs pursuant to Section 8.1 within thirty (30) days of the date the sum is due, the applicable Owner shall be deemed a "Defaulting Owner" and the other Owner shall be deemed a "Creditor Owner".

12.3 Lien. Any Creditor Owner shall be entitled to a lien against the Parcel of the Defaulting Owner, which lien shall be created and foreclosed in accordance with this Section 12.3.

(a) Creation. A lien authorized by this Section 12.3 shall be created by recording a written instrument (the "Claim of Lien") in the real property records of Riverside County, California, which (i) references this Agreement by recording

number, (ii) alleges a specific breach of this Agreement, (iii) states the amount owed by the Defaulting Owner through the recording date of the Claim of Lien, (iv) contains a legal description of the Parcel of the Defaulting Owner, and (v) is executed and acknowledged by the Creditor Owner.

(b) Amount. A lien created pursuant to this Section 12.3 shall include (i) the amount stated in the Claim of Lien, (ii) all costs and expenses incurred in creating and foreclosing such lien (including reasonable attorneys' fees), (iii) all amounts which become due from the Defaulting Owner (or its successors or assigns) to the Creditor Owner after the date the Claim of Lien is recorded, whether such amounts arise from a continuation of the default alleged in the Claim of Lien or from some other default under this Agreement, and (iv) interest on all of the foregoing at the Default Interest Rate.

(c) Priority. The priority of a lien created pursuant to this Section 12.3 shall be established solely by reference to the date the Claim of Lien is recorded; provided, however, that such lien shall be subordinate to any subsequently recorded deed to, or deed of trust on, the Defaulting Owner's Parcel, if (i) the grantee or beneficiary, as the case may be, is not in any manner or to any extent, affiliated with, controlled by, or under common control with the Defaulting Owner, (ii) the grantee or beneficiary, as the case may be, gives the Creditor Owner ten (10) business days written notice prior to recording its deed or deed of trust or notice thereof, as the case may be, and (iii) the Creditor Owner has not or does not prior to the recording date of such deed, deed of trust or notice thereof, as the case may be, commence an action to foreclose its lien.

(d) Extinguishment. If the Defaulting Owner cures its default, and pays all amounts secured by a lien created pursuant to this Section 12.3, the Creditor Owner shall within ten (10) days of such cure record an instrument sufficient in form and content to clear title to the Parcel of the Defaulting Owner from the Creditor Owner's lien.

(e) Foreclosure. A lien created pursuant to this Section 12.3 shall be foreclosed judicially, in the same manner as provided for foreclosure of a deed of trust upon real property in the State of California, notwithstanding anything above to the contrary, no such foreclosure shall operate to extinguish the common access, ingress and egress granted by this Agreement.

12.4 Remedies Cumulative. The remedies provided in this Article 12 are in addition to any remedies available elsewhere in this Agreement or under applicable law. Exercise of one remedy shall not be deemed to preclude exercise of other remedies for

the same default, and all remedies available to an Owner may be exercised cumulatively.

12.5 Waivers. No failure by any party hereto to insist upon the strict performance by any other of any covenant, term or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall affect or alter this Agreement, and each and every term, condition and covenant of this Agreement shall continue in full force and effect with respect to any other than existing or subsequent breach.

13. Recordation.

This Agreement shall be recorded in Official Records of Riverside County, California ("Official Records").

14. Notices.

Any notice, payment, demand, offer, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if sent by certified mail (return receipt requested), postage and charges prepaid, or by Federal Express or other reputable overnight delivery service requiring a signature upon receipt, addressed as follows:

If to Mission Village: Mission Village, a
California corporation
1801 Century Park East, Suite 820
Los Angeles, CA 90067
Attn: Jack A. Sweeney

If to Brick: Mr. and Mrs. Terry Brick
144 North Tustin Avenue
Orange, California 92667

Any such notice shall be deemed to be given on the date on which it is received or receipt thereof is refused. Any party may change its address or addresses under this Article by a notice given in accordance with the requirement of this Article.

15. Miscellaneous.

15.1 Non-Interference.

Each Owner covenants to the other Owner that it shall not at any time or in any manner unreasonably interfere with each Owner's use or enjoyment of the easements granted hereunder.

15.2 Severability. The illegality, invalidity or unenforceability of any term, condition or provision of this Agreement shall in no way impair or invalidate any other term, condition or provision of this Agreement, and all such other terms, conditions and provisions shall remain in full force and effect.

15.3 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

15.4 Attorneys' Fees. Should it be necessary for any party to commence any legal action or arbitration proceeding to enforce the terms or conditions hereof, the prevailing party in such action shall be entitled to recover from the unsuccessful party all reasonable fees, costs and expenses incurred by it in the prosecution or defense of such action.

15.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

15.6 No Amendments. Except as otherwise provided herein, this Agreement may not be amended, waived, terminated or discharged, except by an instrument in writing executed and acknowledged by the Owners of each of Parcels 1 and 2, which Amendment is approved in writing by the City inasmuch as the common access, ingress and egress as provided in paragraph 4 above contained herein is a condition of approval for Parcel Map 28496 and recorded in the Official Records.

15.7 Duration. This Agreement and each term, easement, covenant, restriction and undertaking of this Agreement will remain in effect in perpetuity unless each of the Owners of Parcels 1 and 2 shall agree in writing to terminate this Agreement and said termination is approved in writing by the City inasmuch as the common access, ingress and egress as provided in paragraph 4 above contained in this Agreement is a condition of approval for Parcel Map 28496.

15.8 Exhibits. All Exhibits attached hereto are incorporated herein by this reference and made a part hereof.

Exhibit "A"	Legal Description of Common Driveway
Exhibit "B"	Site Plan

314124

15.9 Successors and Assigns. This Agreement shall run with the Mission Parcels and the Erick Parcel and shall be binding upon the successors and assigns of Mission Village and Erick as holders of interests in such land. Each Owner by acceptance of a deed to a Parcel, or portion thereof, shall be deemed to covenant and agree to be personally bound by this Agreement. Notwithstanding the foregoing, however, any transferor of the entire interest in either Parcel shall be released from any duty, obligation or liability hereunder with respect to events, circumstances or actions occurring or arising after such transfer.

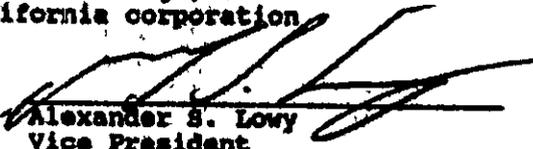
15.10 Enforcement by City. The provisions of Paragraph 4 above shall be enforceable by the City of Riverside.

IN WITNESS WHEREOF, the parties have executed this agreement on the date and at the place set forth in the acknowledgments

"Mission Village"

Mission Village, a
California corporation

By:


Alexander S. Lowy
Vice President

By:

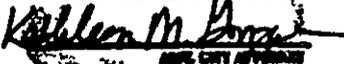

Jack A. Sweeney
Secretary

"Brick"


Terry Brick


Nina Brick

APPROVED AS TO FORM

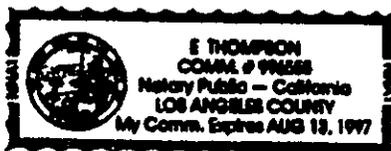

Kathleen M. [unclear]
SAC, CITY OF [unclear]

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:

On July 15, 1997, before me,
E Thompson, a Notary Public, personally appeared
Alexander S. Lowy, 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 executed the same in his authorized capacity, and that by his
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.

E Thompson
Notary Public

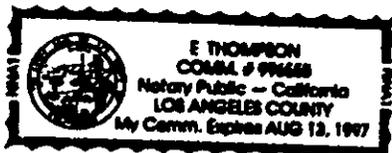


STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:

On July 15, 1997, before me,
E Thompson, a Notary Public, personally appeared Jack
A. Sweeney, 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 executed the same in his authorized capacity, and that by his
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.

E Thompson
Notary Public



STATE OF CALIFORNIA)
COUNTY OF Orange) SS:
~~LOS ANGELES~~

On 7-19-97, 1997, before me, Courtney A Billingsley
Notary Public, personally appeared Terry Brick, 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 executed the same in his
authorized capacity, and that by his 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

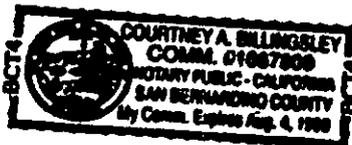


Courtney A Billingsley
Notary Public

STATE OF CALIFORNIA)
COUNTY OF Orange) SS:
~~LOS ANGELES~~

On 7-19-97, 1997, before me, Courtney A Billingsley
Notary Public, personally appeared Nina Brick, 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 executed the same in his
authorized capacity, and that by his 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



Courtney A Billingsley
Notary Public



Canty Engineering Group, Inc.
 CIVIL ENGINEERING PLANNING SURVEYING

314124

July 2, 1997

W.O. 1004-004

EXHIBIT "A"

**COMMON DRIVEWAY
 Parcel Map 28496 - Regional Properties**

The Easterly 18.00 feet of Parcels 1 and 2 of Parcel Map 28496 as shown by map on file in Book 190 of Parcel Maps at Pages 13 and 14 thereof, records of Riverside County, California.

TOGETHER WITH the Southerly 23.00 feet of Parcel 2 of said Parcel Map 28496.

ALSO TOGETHER WITH that portion of Parcel 3 of said Parcel Map 28496 lying within a strip of land 23.00 feet wide, being adjacent to and southerly of the Southerly line of Parcel 2 of said Parcel Map 28496.

DESCRIPTION APPROVAL

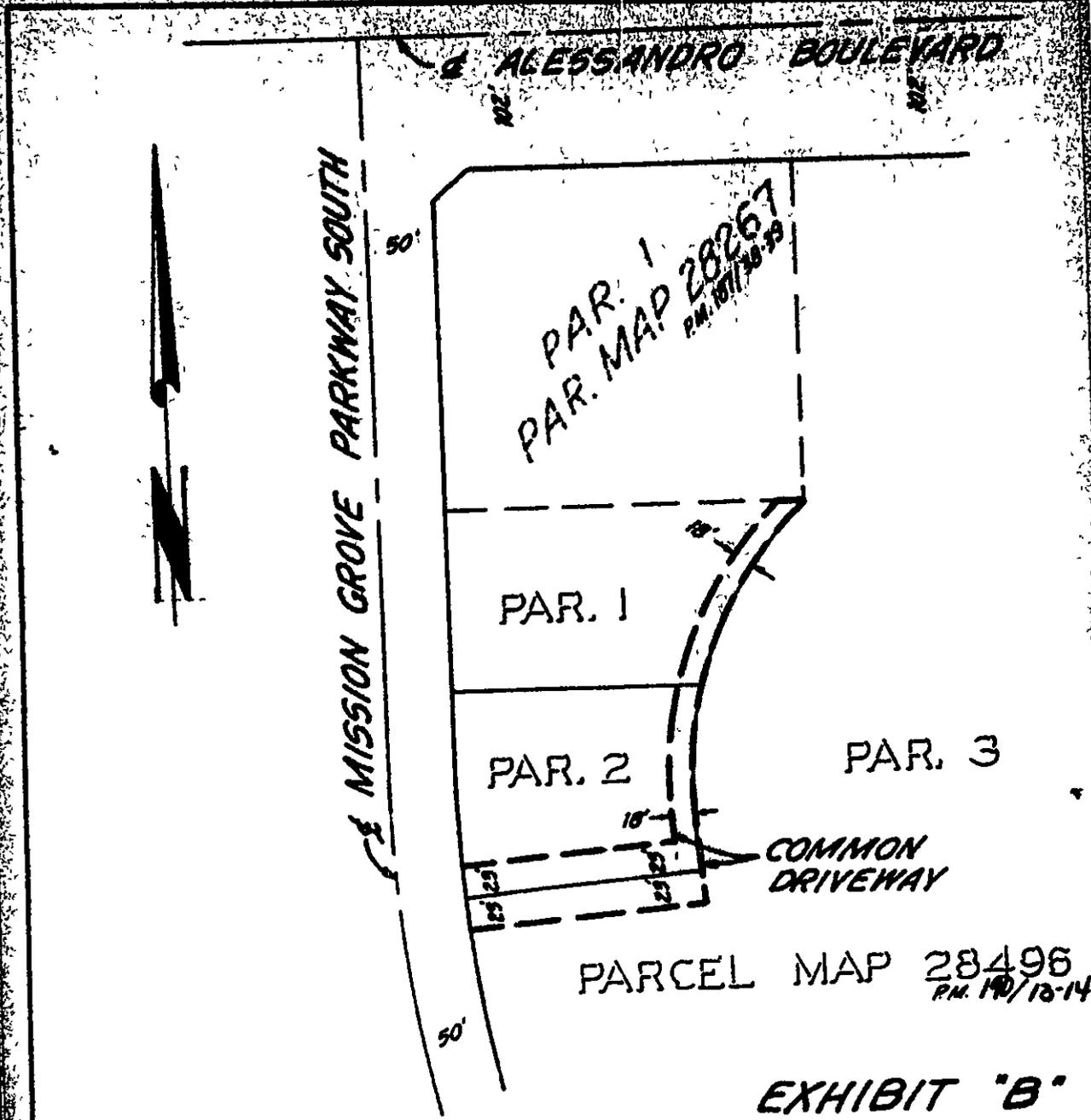
Paul S. B... 7/21/97
 SURVEYOR CITY OF RIVERSIDE

CANTY ENGINEERING GROUP, INC.
 Prepared under the supervision of:

Richard Xavier Garcia
 Richard Xavier Garcia L.S. 7032



3120 Chicago Avenue, Suite 180 • P O. Box 52050 • Riverside, CA 92517 • 909/683-5234 • Fax 909/683-5301



• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

SCALE: 1" = 80'

DRAWN BY M.C. DATE 7/2/97

SUBJECT COMMON DRIVEWAY - P.M. 28496