



RECORDING REQUESTED BY:  
City of Riverside

WHEN RECORDED MAIL TO:

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

Project: Grading Plan for  
4426 Brockton Avenue  
Riverside, California

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COVENANT AND AGREEMENT  
AND DECLARATION OF RESTRICTIONS  
(Private Cross-Lot Drainage)

(61)

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 20th day of December, 2001 by RIVERSIDE HEALTHCARE SYSTEMS, L.L.C., a California Limited Liability Company, (hereinafter collectively referred to as "Declarants") with reference to the following facts:

C  
AK

A. Declarants are the fee owners of the following described real property located in the City of Riverside, County of Riverside, State of California, and hereinafter referred to as "Parcel 1", "Parcel 2", "Parcel 3", "Parcel 4" and "Parcel 5" respectively:

Parcel 1

See Attached Exhibit "A"

Parcel 2

See Attached Exhibit "B"

Parcel 3

See Attached Exhibit "C"

Parcel 4

See Attached Exhibit "D"

Parcel 5

See Attached Exhibit "E"

Parcels 1 through 5 are adjoining lots. Parcel 1 bears the street address of 4410 Brockton Avenue (APN 217-060-024) Riverside, California, Parcel 2 bears the street address of 4414 Brockton Avenue (APN 217-060-017), Riverside, California, Parcel 3 bears the street address 4420 Brockton Avenue (APN 217-060-018), Riverside, California, Parcel 4 bears the street address of 4426 Brockton Avenue (APN 217-060-019), Riverside, California, Parcel 5 bears no street address (APN 217-300-008), Riverside, California. Parcel 2 lies southwesterly of Parcel 1, Parcel 3 lies southwesterly of Parcel 2, Parcel 4 lies southwesterly of Parcel 3, Parcel 5 lies southeasterly of Parcels 1, 2, 3 and 4.

B. Declarants desire to improve and develop Parcels 2 and 3, and portions of Parcels 1, 4 and 5 by constructing a parking lot. The grading plans for Assessor's Parcel Numbers 217-060-024, 217-060-017, 217-060-018, 217-060-019 & 217-300-008 propose that the storm flow and nuisance drainage water (hereinafter referred to as "drainage waters") from Parcel 1 will flow onto and across Parcel 2, then onto and across Parcel 3 and then onto Parcel 5. In addition, drainage waters from Parcel 4 will flow onto and across Parcel 3 and then onto Parcel 5. Parcels 1, 2, 3, 4 and 5 will be graded so as to establish drainage swales and sheet flow to channel the flow of drainage waters on all parcels to Tequesquite Storm Drain, a public storm drain system.

C. The City of Riverside (hereinafter referred to as "City"), as a condition to the issuance of grading permit for Parcels 1, 2, 3, 4 and 5, is requiring the Declarants to execute a covenant and agreement for cross-lot drainage to provide for the acceptance of the drainage waters from and across Parcels 1, 2, 3 and 4, and onto Parcel 5, and to provide for construction and maintenance of the drainage swales on all parcels and to adopt and establish covenants, conditions, restrictions and easements upon and with respect to the Property for such purpose, all of which are in the furtherance of a general plan for the improvement of the Property, and for the purpose of enhancing, maintaining and protecting the value, desirability and attractiveness of the Property, and upon and subject to which all of the Property shall be held, improved and conveyed.

D. Declarants desire to provide for the acceptance of drainage waters from Parcels 1, 2, 3 and 4 onto Parcel 5 and are willing to record this Covenant and Agreement and Declaration of Restrictions to put future owners and successors-in-interest on notice of such conditions and restrictions.

NOW, THEREFORE, incorporating the above recitals, and for the purpose of complying with a condition imposed by the City for the issuance of a grading permit for Parcels 1 through 5. Declarants hereby covenant and agree with the City and declare that Parcels 1 through 5 are, and shall hereafter be, held, transferred, sold, and/or occupied subject to the following covenants, conditions, restrictions and easements:

1. Establishment of Drainage Swales

Declarants shall construct or cause to be constructed the drainage swales on Parcels 1 through 5 as shown on the grading plans for Assessor's Parcel Numbers 217-060-024, 217-060-017, 217-060-018, 217-060-019 & 217-300-008 filed with the Public Works Department of City. The drainage swales shall be constructed prior to the sale or development of any Parcel of the Property.



2. Acceptance of Drainage Waters

Declarants, for themselves and their successors and assigns, hereby agree to accept and do hereby accept upon Parcel 5 the drainage waters flowing from Parcels 1 through 4.

3. Establishment of Private Cross-Lot Drainage Easements

Declarants hereby establish, grant and reserve nonexclusive easements at the locations and for the purposes set forth as follows:

(a) A nonexclusive easement for the flow of drainage waters in the drainage swales over, along and across that portion of Parcel 5 as shown on the grading plan for the use and benefit of and as an easement appurtenant to Parcels 1, 2 and 3.

(b) A nonexclusive easement for the flow of drainage waters in the drainage swales over, along and across that portion of Parcel 5 as shown on the grading plan for the use and benefit of and as an easement appurtenant to Parcel 4.

4. Noninterference with Cross-Lot Drainage Swales

No structure, planting or other material shall be placed or permitted to remain or other activities undertaken on Parcels 1 through 5 which may damage, interfere with, or obstruct or retard the flow of water through the drainage swales installed pursuant to the grading plans for Assessor's Parcel Number 217-060-024, 217-060-017, 217-060-018, 217-060-019 and 217-300-008 and on file with the Public Work's Department of City. No wall, fence or other structure shall be placed on or near the property lines of Parcel 1 through 5 which would block the natural drainage flow of surface water runoff and drainage waters as accepted in paragraph 2 above as otherwise shown on the City approved grading plans.

5. Maintenance of Drainage Swales

Declarants shall continuously maintain, repair and replace when necessary, any and all of the cross-lot drainage swales described above and keep such drainage swales in good order and repair at all times; and this obligation for maintenance and repair shall be borne by the successors and assigns of Declarants as to each parcel for the cross-lot drainage swales located on that parcel.



## 6. Release

Declarants, and each successive owner of Parcels 2, 3 and 5, hereby release City and its officers and employees from any and all claims, demands, suits or actions that Declarants and their successors or assigns may now or in the future have arising out of or incurred as a result of water flooding, flowing over or remaining on Parcels 2, 3 and 5 whether due to the natural surface water and storm water runoff from Parcels 1, 2, 3 and 4 or the construction and maintenance of the drainage swales above mentioned and the diversion of water into said drainage swales. Declarants, for themselves and their successors and assigns as to Parcels 2, 3 and 5, waive any and all rights and benefits which they now have, or in the future may have, conferred upon them by virtue of the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

In this connection, Declarants agree, represent and warrant that they are familiar with, have read, and understood Civil Code Section 1542, and they realize and acknowledge that factual matters now unknown to them may have given, or may hereafter give rise to claims, which are presently unknown, unanticipated and unsuspected, and the Declarants further agree, represent and warrant that this release has been negotiated and agreed upon in light of that realization and that the Declarants nevertheless intend to release, discharge and acquit the City from any such unknown claims, which are in any way related to water flooding, flowing over, or remaining on the parcels whether due to natural surface water or storm water runoff or the construction or maintenance of the drainage swales described above and diversion of drainage waters from such swales.

## 7. Indemnification

Declarants and their successors and assigns as to Parcels 1, 2, 3 and 4 hereby agree to defend, indemnify and hold harmless the City, its officers and employees from any and all liabilities, expenses, claims or causes of action arising out of or alleged to be caused by or resulting from water flooding, flowing over or remaining on Parcels 2, 3 and 5 whether due to natural surface water or storm water runoff or the construction and maintenance of the cross-lot drainage swales on Parcels 1, 2, 3 and 4 and the diversion of water onto such swales.

## 8. Enforcement

The provisions of this Covenant and Agreement and Declaration of Restrictions shall be enforceable at law or in equity by Declarant, and each successive owner or occupant of equity by Declarant, and each successive owner or occupant of Parcels 1 through 5, and the City. In the event of any legal or equitable proceeding for the enforcement of or to restrain the violation of this Covenant and Agreement and Declaration of Restrictions or any provision hereof, the prevailing party therein shall be entitled to reasonable attorneys fees in addition to any other costs to which such party is entitled. The failure of Declarants, any owner or occupant, or the City to enforce any provision of this Covenant and Agreement and Declaration of Restrictions shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other provision herein.



9. Notice from City

Any remedy granted to City pursuant to Paragraph 8 above, shall be exercisable by the City only if the Owner (including Declarants) shall fail to cure a violation of breach hereof after five days written notice from City, or if such cure cannot be completed within such five-day period, if the Owner shall fail to commence to cure the same within such five day period and to diligently prosecute such cure to completion. Any notice given by the City pursuant to this paragraph shall be delivered to the Owner in person, or sent by U. S. Mail, registered or certified, return receipt requested, postage prepaid, addressed to the Owner at the last known mailing address of the Owner.

10. Effect

Any person who now or hereafter owns or acquires any right, title or interest in or to any of the Parcels 1 through 5 shall be deemed to have consented and agreed to every covenant, condition, restriction and easement contained herein, and to have granted or be subject to the easement for the flow of drainage waters onto Parcels 2, 3 and 5 whether or not any reference to this Covenant and Agreement and Declaration of Restrictions is contained in the instrument by which such person acquired an interest in either parcel.

11. Termination and Modification

Subject to the prior written approval of the Public Works Director of the City, this Covenant and Agreement and Declaration of Restrictions and any provisions contained herein, may be terminated, modified or amended as to all of the Property or any portion thereof only upon the written agreement of the owners of both parcels. No such termination, modification or amendment shall be effective until there shall have been executed, acknowledged and recorded in the Office of The Recorder of Riverside County, California, an appropriate instrument evidencing the same, including the consent thereto by City acting through its Public Works Director.

12. Mutuality Reciprocity Run with Land

All of the provisions contained herein are made for the direct, mutual and reciprocal benefit of each and every portion of the Property and create mutual, equitable and reciprocal benefits for each and every portion of the Property and create mutual, equitable servitudes upon each Parcel as the servient tenement in favor of every other Parcel as the dominant tenement and create reciprocal rights and obligations among the respective Owners of all of the Parcels, and privity of contract and estate among all grantees of the parcels, their successors and assigns in interest. In addition, each of the provisions hereof shall operate as covenants running with the land for the benefit of the Property and each Parcel, and shall insure to the benefit of all Owners thereof, their successors and assigns in interest, and shall apply to and bind each successive Owner of each Parcel or portion thereof, their successors and assigns in interest.

FURTHER, Declarants hereby represent and warrant that they have the legal power, right and actual authority to subject the subject parcels to the restrictions, terms and conditions stated herein.



IN WITNESS WHEREOF the Declarants have caused this Covenant and Agreement and Declaration of Restrictions to be executed the day and year first above written.

RIVERSIDE HEALTHCARE SYSTEMS, L. L. C. (owner of Parcel 1, 2, 3, 4 and 5)

by \_\_\_\_\_

Bryan Rogers, CEO of Riverside Healthcare Systems

by \_\_\_\_\_

Bryan Rogers, Vice President of Columbia Riverside Inc., Manager

Approved as to form:

*Kathleen M. Gonzales*  
Asst. Deputy City Attorney

Approved as to content:

*Louise W. Connor*  
Public Works Department



EXHIBIT "A"

PARCEL 1

THAT PORTION OF LOTS 1 AND 2 OF THE B. S. FINCH SUBDIVISION, AS SHOWN BY MAP ON FILE IN BOOK 4 PAGE 87 THEREOF, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

TOGETHER WITH THE NORTHWESTERLY ONE-HALF OF THAT CERTAIN PUBLIC ALLEY, AS VACATED BY RESOLUTION OF THE CITY OF RIVERSIDE RECORDED JUNE 23, 1966 AS INSTRUMENT NO. 65087 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA LYING NORTHEASTERLY OF THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF SAID LOT 2 AND SOUTHWESTERLY OF THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SAID LOT 1;

TOGETHER WITH THAT CERTAIN PORTION OF LAND VACATED BY RESOLUTION NO. 4642 ON FILE IN BOOK 1130 PAGE 298 THEREOF, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF 14<sup>TH</sup> STREET 47.5 FEET EASTERLY FROM THE EASTERLY LINE OF BROCKTON AVENUE;  
THENCE WESTERLY AND ALONG THE SOUTHERLY LINE OF 14<sup>TH</sup> STREET 47.5 FEET TO THE EASTERLY LINE OF BROCKTON AVENUE;  
THENCE SOUTHWESTERLY AND ALONG THE EASTERLY LINE OF BROCKTON AVENUE A DISTANCE OF 41.5 FEET;  
THENCE IN A NORTHEASTERLY DIRECTION AND ON THE ARC OF A CIRCLE HAVING A RADIUS OF 180 FEET, AND CONVEX TO THE NORTH A DISTANCE OF 72 FEET MORE OR LESS TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF RIVERSIDE BY DEED RECORDED FEBRUARY 1, 1890 IN BOOK 109 PAGE 59 THEREOF, OF DEEDS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LOTS 1 AND 2 CONVEYED TO THE CITY OF RIVERSIDE BY DEED RECORDED FEBRUARY 6, 1981 AS INSTRUMENT NO. 22940 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

DESCRIPTION APPROVAL 8/27/01  
[Signature] by \_\_\_\_\_  
for SURVEYOR, CITY OF RIVERSIDE

N:\1937\Documents\Legal Description Parcel 1.doc



2002-066932  
02/06/2002 08:00A  
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17 Aug. 01

CIA 753

EXHIBIT "B"

PARCEL 2

LOT 3 OF THE B.S. FINCH SUBDIVISION, AS SHOWN BY MAP ON FILE IN BOOK 4 PAGE(S) 87 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

TOGETHER WITH THE NORTHWEST HALF OF THE ALLEY ADJACENT TO SAID LAND ON THE SOUTHEAST AS VACATED BY THE CITY COUNCIL OF THE CITY OF RIVERSIDE A CERTIFIED COPY OF WHICH RECORDED JUNE 23, 1966 AS INSTRUMENT NO. 65087 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THE NORTHWESTERLY 4.00 FEET OF SAID LOT 3 AS CONVEYED TO THE CITY OF RIVERSIDE BY DEED RECORDED FEBRUARY 9, 2001 AS INSTRUMENT NO. 55798 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

2002-065832  
02/06/2002 08:00A  
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DESCRIPTION APPROVAL 8/27/01  
K. Stroud by \_\_\_\_\_  
for SURVEYOR, CITY OF RIVERSIDE



17 Aug. 01

EXHIBIT "C"

PARCEL 3

LOT 4 OF THE B.S. FINCH SUBDIVISION, AS SHOWN BY MAP ON FILE IN BOOK 4  
PAGE(S) 87 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

TOGETHER WITH THE NORTHWEST HALF OF THE ALLEY ADJACENT TO SAID  
LAND ON THE SOUTHEAST AS VACATED BY THE CITY COUNCIL OF THE CITY OF  
RIVERSIDE A CERTIFIED COPY OF WHICH RECORDED JUNE 23, 1966 AS  
INSTRUMENT NO. 65087 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY,  
CALIFORNIA;

EXCEPTING THEREFROM THE NORTHWESTERLY 4.00 FEET OF SAID LOT 4 AS  
CONVEYED TO THE CITY OF RIVERSIDE BY DEED RECORDED FEBRUARY 9, 2001  
AS INSTRUMENT NO. 55798 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY,  
CALIFORNIA.



17 AUG 01

DESCRIPTION APPROVAL 8/27/01  
K. Street  
for SURVEYOR, CITY OF RIVERSIDE by —



EXHIBIT "D"

PARCEL 4

LOT 5 OF THE B. S. FINCH SUBDIVISION, AS SHOWN BY MAP ON FILE IN BOOK 4 PAGE(S) 87 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

TOGETHER WITH THE NORTHWEST HALF OF THE ALLEY ADJACENT TO SAID LAND ON THE SOUTHEAST AS VACATED BY THE CITY COUNCIL OF THE CITY OF RIVERSIDE A CERTIFIED COPY OF WHICH RECORDED JUNE 23, 1966 AS INSTRUMENT NO. 65087 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THE NORTHWESTERLY 4.00 FEET OF SAID LOT 5 AS CONVEYED TO THE CITY OF RIVERSIDE BY DEED RECORDED FEBRUARY 9, 2001 AS INSTRUMENT NO. 55798 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

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17 Aug. 01

DESCRIPTION APPROVAL 8,27,01  
K. Street  
for SURVEYOR, CITY OF RIVERSIDE by —

EXHIBIT "E"

PARCEL 5

THOSE PORTIONS OF LOTS 16 THROUGH 26 AND LOT 'A', A PORTION OF 10.00 FOOT ALLEY (VACATED) AND A PORTION OF AN UNNAMED STREET (VACATED), 50.00 FEET IN WIDTH, LYING BETWEEN LOTS 16 THROUGH 26 AND LOT 'A', ALL AS SHOWN ON MAP OF B. S. FINCH SUBDIVISION ON FILE IN BOOK 4 PAGE 87 THEREOF, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH THAT PORTION OF THE SOUTHEASTERLY ONE-HALF OF LOT 6, AS SHOWN ON MAPS OF SOUTHERN CALIFORNIA COLONY ASSOCIATION LANDS, ON FILE IN BOOK 7 PAGE 3 THEREOF, OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF SAID 10.00 FOOT ALLEY (VACATED), AND A LINE PARALLEL WITH AND DISTANT 55.00 FEET SOUTHWESTERLY, AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF FOURTEENTH STREET, AS SHOWN ON SAID B. S. FINCH SUBDIVISION;  
THENCE SOUTH 60°16'04" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 47.01 FEET;  
THENCE SOUTH 29°43'56" WEST, A DISTANCE OF 145.00 FEET;  
THENCE SOUTH 60°16'04" EAST, A DISTANCE OF 125.00 FEET;  
THENCE NORTH 29°43'56" EAST, A DISTANCE OF 145.00 FEET TO SAID PARALLEL LINE;  
THENCE SOUTH 60°16'04" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 80.00 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 'A';  
THENCE NORTH 29°35'24" EAST, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 5.00 FEET TO A LINE PARALLEL WITH AND DISTANT 50.00 FEET SOUTHWESTERLY, AS MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE OF FOURTEENTH STREET;  
THENCE SOUTH 60°16'04" EAST, ALONG SAID LAST MENTIONED PARALLEL LINE, A DISTANCE OF 52.27 FEET;  
THENCE SOUTH 29°42'01" WEST, A DISTANCE OF 189.46 FEET;  
THENCE NORTH 60°16'04" WEST, A DISTANCE OF 100.00 FEET;  
THENCE SOUTH 29°42'01" WEST, A DISTANCE OF 171.17 FEET;  
THENCE NORTH 60°16'04" WEST, A DISTANCE OF 89.04 FEET;  
THENCE NORTH 29°43'56" EAST, A DISTANCE OF 58.71 FEET;  
THENCE SOUTH 60°16'04" EAST, A DISTANCE OF 25.50 FEET;  
THENCE NORTH 29°43'56" EAST, A DISTANCE OF 35.00 FEET;  
THENCE NORTH 60°16'04" WEST, A DISTANCE OF 198.08 FEET;  
THENCE SOUTH 29°43'56" WEST, A DISTANCE OF 119.00 FEET;  
THENCE SOUTH 60°16'04" EAST, A DISTANCE OF 109.49 FEET TO THE CENTERLINE OF SAID UNNAMED STREET (VACATED), 50.00 FEET WIDE;  
THENCE SOUTH 48°26'15" WEST, ALONG SAID CENTERLINE, A DISTANCE OF 106.07 FEET;  
THENCE NORTH 60°16'04" WEST, A DISTANCE OF 71.69 FEET;



THENCE NORTH 29°43'56" EAST, A DISTANCE OF 12.74 FEET TO A POINT  
IN THE SOUTHWESTERLY LINE OF SAID LOT 17 THAT BEARS SOUTH  
60°16'04" EAST, A DISTANCE OF 105.40 FEET FROM THE INTERSECTION  
OF NORTHWESTERLY PROLONGATION OF SAID SOUTHWESTERLY LINE,  
WITH THE CENTERLINE OF SAID 10.00 FOOT ALLEY (VACATED);  
THENCE NORTH 60°16'04" WEST, ALONG SAID SOUTHWESTERLY LINE OF  
SAID NORTHWESTERLY PROLONGATION THEREOF, A DISTANCE OF  
105.40 FEET TO SAID CENTERLINE OF SAID 10.00 FOOT ALLEY  
(VACATED);  
THENCE NORTH 48°26'15" EAST, ALONG SAID CENTERLINE OF SAID 10.00  
FOOT ALLEY (VACATED), A DISTANCE OF 494.79 FEET TO SAID POINT OF  
BEGINNING.

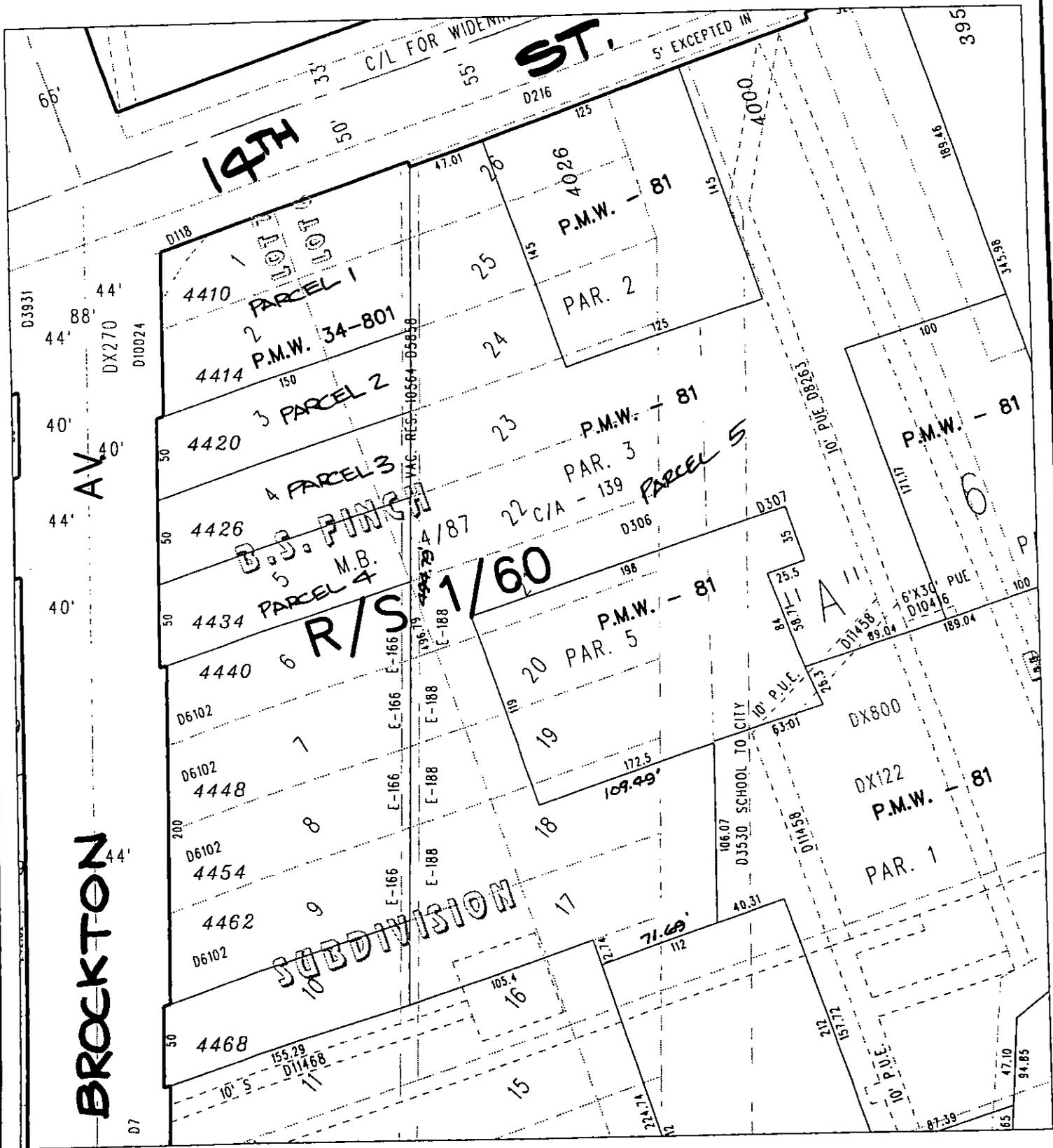
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02/06/2002 09:09A  
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DESCRIPTION APPROVAL 8/27/01  
K. Straub  
for SURVEYOR, CITY OF RIVERSIDE by —



17 Dec 01



# ◆ 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: sken

Date: 08/16/01

Subject: C & A

39-1  
C/A 753

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Riverside } ss.

On 12-30-01, before me, Cassandra Brassard,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Bryan Rogers  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Cassandra Brassard  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

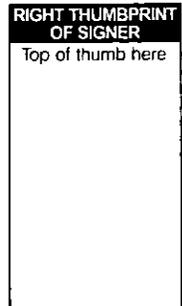
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



CA 753