

Conformed Copy

Has not been compared with original

Larry W Ward
County of Riverside
Assessor, County Clerk & Recorder

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

REDEVELOPMENT AGENCY OF THE
CITY OF RIVERSIDE

AND WHEN RECORDED MAIL TO:

Redevelopment Agency of the
City of Riverside
3900 Main Street, 5th Floor
Riverside, CA 92522

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
M	A	L	485	426	PCOR	NCOR	SMF	NCHG	EXAM
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Space above this line for recorder's use only

TRA:
DTT:

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
Re-recorded to correct legal description, add missing plat, and correct document sequence

**THIS AREA FOR
RECORDER'S
USE ONLY**

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3:00 Additional Recording Fee Applies)

UNITED TITLE COMPANY

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Redevelopment Agency of the
City of Riverside
3900 Main Street, Fifth Floor
Riverside, California 92522
Attention: Executive Director

50713232-61

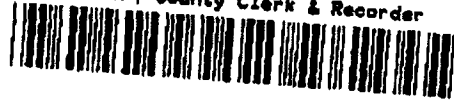
DOC # 2007-0720097

11/29/2007 08:00A Fee:NC

Page 1 of 15

Recorded in Official Records
County of Riverside

Larry W. Ward
Assessor, County Clerk & Recorder



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This document is recorded at the request and for the benefit of the Redevelopment Agency of the City of Riverside and is exempt from recording fees pursuant to Government Code Sections 6103 and 27383.

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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration"), dated for purposes of identification only as of November 27, 2007, is entered by and between the REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE, a public body, corporate and politic, (the "Agency") and ROBERT VACCHER, an unmarried man ("Vaccher"), and ANITA HUSTED, a married woman ("Husted") (collectively, Vaccher and Husted are herein referred to as "Owner").

RECITALS

A. Owner and Agency have entered into a certain Owner Participation Agreement dated as of September 11, 2007 (the "Agreement"), which is incorporated herein by reference and a copy of which is on file as a public record with Agency at its offices located at 3900 Main Street, Fifth Floor, Riverside, California. In furtherance of the Agency's redevelopment goals and activities, pursuant to the Agreement, the Agency and Owner desire to redevelop the Owner's 3.8 acre parcel located on the east side of Van Buren Boulevard between Andrew Street and State Route 91 within the City of Riverside, County of Riverside, State of California, as more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein (the "Property").

B. The conditions, covenants and restrictions contained within this Declaration are intended to apply to Owner and all of its successors and assigns to the fee ownership of the Property.

C. The Recitals are a substantive part of this Declaration. Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the Agreement.

AGREEMENT

NOW, THEREFORE, the Parties hereto agree and covenant as follows:

ARTICLE I NONDISCRIMINATION

Section 1. Nondiscrimination Owner covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Owner itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property.

Section 2. Nondiscrimination Clauses. Owner, its successors and assigns, shall refrain from restricting the rental, sale or lease of the Property on the basis of race, color, religion, sex, marital status, national origin or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessee or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"There shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, ancestry or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or

occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased."

c. In contracts pertaining to the realty: "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, religion, sex, marital status, ancestry or national origin, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessee or vendees of the premises."

The covenants in this Article I shall run with the Property in perpetuity.

ARTICLE II **DUTIES OF OWNER**

Section 1. **Maintenance.** Owner shall maintain the Improvements, parking areas and the landscaping on the Property, including keeping the Property free from an accumulation of debris or waste materials consistent with community standards. All exterior, painted surfaces of any structures located on the Property and parking areas shall be maintained at all times in a clean, safe and presentable manner.

Section 2. **Uses.** The Property shall be used only for financial institutions, service shops, drug stores, grocery stores, and retail stores selling retail merchandise normally carried in other shopping centers, and restaurants.

Section 3. **Restriction on Uses.** No portion of the Property may be used for any of the following purposes without the written consent of Agency, which shall not be unreasonably withheld, conditioned, or delayed:

- (i) An automobile parts store or other automobile-related retail establishment.
- (ii) An automobile and truck gas and service station or truck stop.
- (iii) A "tent sale", except if such tent sale is held by an existing tenant of the Property and is for limited duration not to exceed two (2) consecutive calendar days within any one-month period.
- (iv) Outdoor kiosks or newsstands.
- (v) A pool hall.
- (vi) A recycling center, transfer station, carwash, or auto repair facility.
- (vii) Temporary parking lot usage for charity car washes, fiestas, carnivals, pumpkin sales, holiday tree sales, and musical performances, whether live or amplified.

(viii) Overnight parking.

(ix) A tattoo parlor or body piercing shop as defined in Section 19.04.473 of the City of Riverside Municipal Code (or any successor ordinance).

(x) Neon signs other than as permitted pursuant to applicable City of Riverside Municipal Code; provided, however, that Owner and any occupant of any portion of the Property for any permitted use shall be permitted to use a neon sign to advertise any on-site business if such "on-site" sign or "on-site" sign program is approved by sign permit or other applicable permit pursuant to the City of Riverside Sign Ordinance or other applicable land use policy or procedure.

(xi) An outdoor communications tower or antenna in a location which is visible from adjacent streets or adjacent and surrounding residential neighborhoods.

(xii) Reserved.

(xiii) Pay phones.

(xiv) An "Adult Oriented Business" as defined in Chapter 19.61 of the City of Riverside Municipal Code (or any successor ordinance).

(xv) A massage parlor.

(xvi) A bail bondmen's and/or similar and bail bonding activities.

(xvii) A water store.

(xviii) A check cashing store.

Notwithstanding the foregoing, all uses shall comply with the City of Riverside permitting processes for such use.

Section 4. Structural Modifications. In order to protect and maintain the architectural and structural integrity of the Property, no structural modification will be made to the Property without a validly issued building permit in accordance with the requirements of the City of Riverside Municipal Code. Any application for a building permit pursuant to this section and in connection with a proposed exterior modification to the Property shall be accompanied by elevations and plans depicting the proposed modifications.

Section 5. No Nuisance. Owner shall not maintain, cause to be maintained, or allow to be maintained on or about the Property any public or private nuisance, including without limitation, the conduct of criminal activities set forth in the nuisance abatement provisions of the Uniform Controlled Substances Act (Health & Safety Code Sections 11570, et seq.) or the Street Terrorism Enforcement and Prevention Act (Penal Code Sections 186.22 et seq.) or any successor statute or law.

ARTICLE III
REPAIRS AND REBUILDING

Section 1. Damage and Destruction Affecting Property-Duty to Rebuild. If all or any portion of the Property and the Improvements thereon is damaged or destroyed by fire or other casualty, Owner may in its sole and absolute discretion rebuild, repair or reconstruct the Property.

Section 2. Variance in Exterior Appearance and Design. If the Property is damaged or destroyed by casualty, Owner may apply to Agency for approval to reconstruct, rebuild or repair the Property in a manner which will provide different exterior appearance and lot design from that which existed prior to the date of the casualty.

ARTICLE IV
ENFORCEMENT

Section 1. Remedies. Breach of the covenants contained in this Declaration may be enjoined, abated or remedied by appropriate legal proceeding.

Section 2. Rights of Agency. As a party to this Declaration, Agency is entitled to the following rights:

- a. Agency has the right, but not the obligation, to enforce all of the provisions of this Declaration.
- b. Any amendment to the Declaration shall require the written consent of Agency.

Section 3. Notice of Inspection. Owner agrees and acknowledges that Agency and its employees and agents shall have the right to enter upon the exterior portions of the Property during normal business hours to ensure compliance with this Declaration and all applicable federal, state and local laws and regulations. Agency shall notify Owner in writing not less than forty-eight (48) hours prior to Agency's proposed time of inspection of the exterior portions of the Property, and agrees to attempt to obtain the Owner's consent to such inspection. Upon receipt of such notice, Owner agrees to cooperate with Agency in making the exterior portions of the Property available for inspection by Agency. Owner acknowledges and agrees that in the event that if for any reason Owner fails to consent to such inspection, Agency may seek to obtain an administrative inspection warrant or take such other legal actions as may be necessary to gain entry to and inspect the Property; provided that Owner reserves all of its legal rights and remedies with respect thereto. Agency shall indemnify, defend and hold harmless Developer for any damages, claims, liabilities, causes of action, awards, losses, costs or expenses (including, without, limitation, attorney's fees and costs) arising out of any of the foregoing inspection activities, except those arising out of the active negligence or willful misconduct of the Developer or its employees, officers, agents or representatives.

Section 4. Cumulative Remedies. The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

Section 5. Failure to Enforce. The failure to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

ARTICLE V
GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in all force and effect.

Section 2. Construction. The provisions of this Declaration shall be liberally construed for the purpose of maintaining the Property. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 3. Amendments. This Declaration may be amended only by the written agreement of Owner and Agency.

Section 4. Notices. Unless otherwise specified in this Declaration, it shall be sufficient service or giving of any notice, request, certificate, demand or other communication if the same is sent by (and all notices required to be given by mail will be given by) first-class registered or certified mail, postage prepaid, return receipt requested, by overnight express mail service (such as FedEx) if delivery confirmation is provided, or by private courier service which provides evidence of delivery or by facsimile, if a copy of the notice is also sent the same day by United States mail. Unless a different address is given by any party as provided in this Section, all such communications will be addressed as follows:

To Agency: City of Riverside
 Redevelopment Agency
 Attention: Executive Director
 3900 Main Street, 5th Floor
 Riverside, California 92522
 Facsimile No.: (951) 826-5744

Copy to: City of Riverside
 Attention: City Attorney
 3900 Main Street
 Riverside, California 92522
 Facsimile No.: (951) 826-5540

Copy to: Leibold McClendon & Mann, P.C.
 Attention: Barbara Zeid Leibold, Esq.
 23422 Mill Creek Drive, Suite 105
 Laguna Hills, California 92653
 Facsimile No.: (949) 457-6305

To Developer: Robert Vaccher
3510 Van Buren Blvd.
Riverside, CA 92503
Facsimile No.: (909) 398-1276

AND

Anita Husted
2571 Country Club Court
Denver, CO 80234-2644
Facsimile No.: (303) 460-3878

Copy to: Rutan & Tucker, LLP
611 Anton Boulevard, Fourteenth Floor
Costa Mesa, California 92626-1931
Attention: Jeffrey M. Oderman
Facsimile: (714) 546-9035

AND

Colony Pacific Development
1278 Glenneyre Street, No. 304
Laguna Beach, CA 92651
Attention: Michael Hall
Facsimile: (866) 567-8506

Any Notice shall be deemed received immediately if delivered by hand, shall be deemed received on the next Business Day if sent via overnight express mail service, and shall be deemed received on the third (3rd) Business Day from the date it is postmarked if delivered by registered or certified mail, and one (1) Business Day after transmittal by facsimile with confirmation that the facsimile had been successfully transmitted to the recipient. As used in this Agreement, the term "Business Day" and "business day" shall mean any day other than a Saturday or Sunday or holidays on which the Superior Court of Riverside County is closed.

Section 5. City as Third Party Beneficiary. The City of Riverside is expressly made a third party beneficiary to this Declaration and the conditions, covenants and restrictions contained herein governing the use, operation and maintenance of the Property. The City has the right to enforce all of the provisions of this Declaration.


[Signature Page Follows]

IN WITNESS WHEREOF, AGENCY AND OWNER HAVE EXECUTED THIS DECLARATION AS OF THE RESPECTIVE DATES SET FORTH BELOW.

"AGENCY"

REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE,
a public body, corporate and politic

Dated: May 30, 2008

By: 
Executive Director
Michael J. Beck

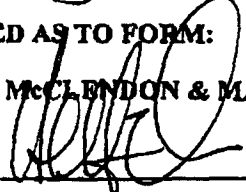
ATTEST:

AGENCY SECRETARY

By: 
Colleen J. Nicol

APPROVED AS TO FORM:

**LEIBOLD McLENDON & MANN
P.C.**

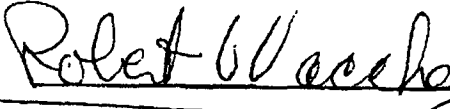
By: 
DAVID H. MANN
Special Counsel

EV

"OWNER"

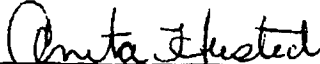
ROBERT VACCHER, an unmarried man

Dated: 4/11/2008

By: 

ANITA HUSTED, a married woman

Dated: 4/18/2008

By: 

IN WITNESS WHEREOF, AGENCY AND OWNER HAVE EXECUTED THIS
DECLARATION AS OF THE RESPECTIVE DATES SET FORTH BELOW.

"AGENCY"

REDEVELOPMENT AGENCY OF THE CITY
OF RIVERSIDE,
a public body, corporate and politic

Dated: _____

By: _____
Executive Director

ATTEST:

AGENCY SECRETARY

By: _____

APPROVED AS TO FORM:

LEIBOLD McCLENDON & MANN
P.C.

By: 
DAVID H. MANN
Special Counsel

"OWNER"

ROBERT VACCHER, an unmarried man

Dated: _____

By: _____

ANITA HUSTED, a married woman

Dated: _____

By: _____

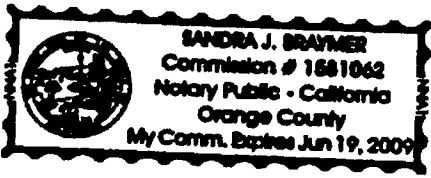
STATE OF CALIFORNIA)
)
COUNTY OF Orange) ss.

On April 11, 2008 before me Sandra J. Braymer, Notary Public,
personally appeared Robert G. Vaccher

Robert G. Vaccher who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.



Sandra J. Braymer
Notary Public

[SEAL]

STATE OF ^{Colorado} CALIFORNIA)
) ss.
COUNTY OF ^{Adams} Adams)

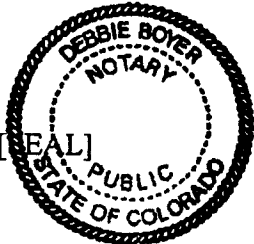
On 4/12 2008, before me, Debbie Boyer, Notary Public,
personally appeared Anita Nestor

_____ who 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.

I certify under PENALTY OF PERJURY under the laws of the State of ^{Colorado} ~~California~~ that
the foregoing paragraph is true and correct.

Witness my hand and official seal.

Debbie Boyer
Notary Public



My Commission Expires: 08/29/2008

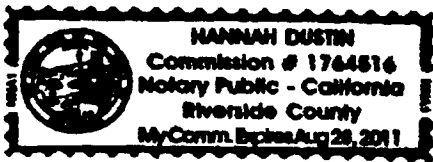
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On 6/2/2008 before me, Hannah Dustin, Notary Public

personally appeared Michael J. Beck, and Colleen J. Nicol



who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Hannah Dustin

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: Declaration of Covenants, Conditions & Restrictions

Document Date: May 30, 2008 Number of Pages: _____

Signer(s) Other Than Named Above: Robert Vaccher, Anita Huasted, Heriberto Diaz

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

CIA 1046

IN WITNESS WHEREOF, AGENCY AND OWNER HAVE EXECUTED THIS DECLARATION AS OF THE RESPECTIVE DATES SET FORTH BELOW.

"AGENCY"


REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE,
a public body, corporate and politic

Dated: November 27, 2007

By: 
Executive Director

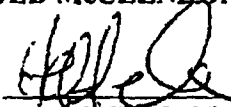
ATTEST:

AGENCY SECRETARY

By: 

APPROVED AS TO FORM:

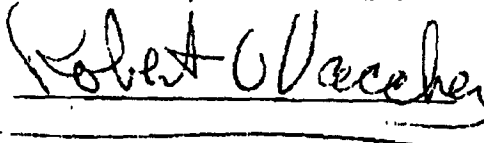
**LEIBOLD McCLENDON & MANN
P.C.**

By: 
for **DAVID H. MANN**
Special Counsel

"OWNER"


ROBERT VACCHER, an unmarried man

Dated: 11/20/2007

By: 

ANITA HUSTED, a married woman

Dated: 11/19/07

By: 

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

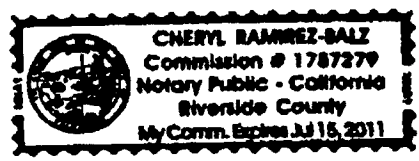
} ss.

On November 27, 2007 before me, Cheryl Ramirez-Balz - *Notary Public*

personally appeared Michael J. Beck and Colleen J. Nicol

personally known to me

~~I~~ 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.



1757279
exp. 7.15.11
Place Notary Seal Above

WITNESS my hand and official seal.
[Signature]
Signature of Notary Public

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: Declaration of Covenants, Conditions, and Restrictions

Document Date: 11-27-07 Number of Pages: 16 incl. this page

Signer(s) Other Than Named Above: David H. Mann Robert Vaccher and Anita Husted and Heriberto Diaz

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
 Top of thumb here

Signer's Name: _____

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

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
 Top of thumb here

CIA 1046

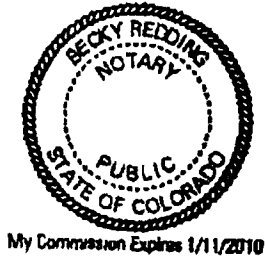
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of ~~California~~ COLORADO)
 County of ADAMS) SS

On NOV. 19, 2007, before me, BECKY REDDING, Notary Public,
 personally appeared ANITA HUSTED
 NAME(S) OF SIGNER(S)

personally known to me —OR—

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 person(s) acted, executed the instrument.



Witness my hand and official seal.

Becky Redding
 SIGNATURE OF NOTARY

OPTIONAL

Although the data below is OPTIONAL, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<p>Capacity claimed by signer:</p> <p><input checked="" type="checkbox"/> Individual <input type="checkbox"/> Corporate Officer(s) <input type="checkbox"/> Partner(s) <input type="checkbox"/> General <input type="checkbox"/> Limited <input type="checkbox"/> Attorney-in-fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Guardian/Conservator <input type="checkbox"/> Other.</p> <p>Signer is representing: Name of Person(s) or Entity(ies)</p> <p>_____</p> <p>_____</p>	<p>Description of Attached Document:</p> <p><u>Declaration of Covenants, Conditions + Restrictions</u> Title or Type of Document</p> <p><u>16</u> Number of Pages</p> <p><u>11/19/07</u> Date of Document</p> <p>_____ Signer(s) Other Than Named Above</p>
--	--

ACKNOWLEDGEMENT - GENERAL
THIS FORM FURNISHED BY UNITED TITLE COMPANY

STATE OF CALIFORNIA
COUNTY OF San Bernardino ss.

On 11-20-07 before me, Shirley Grittin
_____, Notary Public, personally appeared

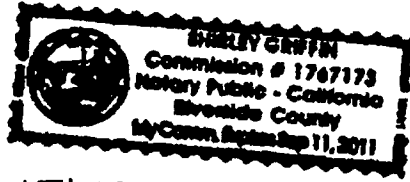
Robert E. Vaccher

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]



1767173
exp. 9-11-11

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 BELOW.

Title of Document Type Declaration of CC+R's
Number of Pages 14 Date of Document 11-20-07
Signer(s) Other Than Named Above _____

EXHIBIT A

PARCEL 1 (APN 233-062-023)

THAT CERTAIN REAL PROPERTY LOCATED IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 10 IN BLOCK 25 OF THE VILLAGE OF ARLINGTON, AS SHOWN BY MAP ON FILE IN BOOK 1 PAGE 62 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 10;

THENCE ALONG THE SOUTHEASTERLY LINE THEREOF, SOUTH 55° 32' 00" WEST 329.60 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 10;

THENCE ALONG THE SOUTHWESTERLY LINE THEREOF, NORTH 34° 28' 00" WEST 257.10 FEET;

THENCE LEAVING SAID SOUTHWESTERLY LINE, NORTH 32° 44' 00" EAST 40.00 FEET;

THENCE NORTH 39°23'00" EAST 36.00 FEET;

THENCE NORTH 51°02'00" EAST 36.00 FEET;

THENCE NORTH 55° 27' 00" EAST 222.50 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 10;

THENCE ALONG SAID NORTHEASTERLY LINE, SOUTH 34° 26' 00" EAST 285.90 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED AUGUST 30, 1956 IN BOOK 1965 PAGE 32 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF RIVERSIDE BY DEED RECORDED OCTOBER 23, 1959, IN BOOK 2568, PAGE 440 AS INSTRUMENT NO. 90923 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF RIVERSIDE IN DEED RECORDED SEPTEMBER 3, 1993 AS INSTRUMENT NO. 348767 OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY;

ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE FOLLOWING DESCRIBED LAND:

CIA 1046

BEGINNING AT THE WESTERLY TERMINUS OF THAT CERTAIN CURVE IN THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA RECORDED AUGUST 30, 1956, IN BOOK 1965 PAGE 32 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 50 FEET AND HAVING A TOTAL ARC LENGTH OF 73.99 FEET; SAID WESTERLY TERMINUS OF SAID CURVE ALSO BEING A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 10;

THENCE TANGENT TO SAID CURVE AND ALONG SAID SOUTHWESTERLY LINE NORTH $33^{\circ} 38' 51''$ WEST 135.00 ;

THENCE AT RIGHT ANGLES TO SAID SOUTHWESTERLY LINE NORTH $56^{\circ} 21' 09''$ EAST 150.00 FEET;

THENCE PARALLEL WITH SAID SOUTHWESTERLY LINE SOUTH $33^{\circ} 38' 51''$ EAST 194.34 FEET TO A POINT IN THE AFOREMENTIONED NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA;

THENCE ALONG SAID NORTHWESTERLY LINE SOUTH $61^{\circ} 34' 15''$ WEST 104.98 FEET TO THE EASTERLY TERMINUS OF THE AFOREMENTIONED CURVE IN SAID NORTHWESTERLY LINE;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $84^{\circ} 46' 54''$ AN ARC LENGTH OF 73.99 FEET TO THE POINT OF BEGINNING.

PARCEL 2 (APN No. 233-062-024)

IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THAT PORTION OF LOT 10 IN BLOCK 25 OF THE VILLAGE OF ARLINGTON, AS SHOWN BY MAP ON FILE IN BOOK 1 PAGE 62 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY TERMINUS OF THAT CERTAIN CURVE IN THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA RECORDED AUGUST 30, 1956, IN BOOK 1965 PAGE 32 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS BEING CONCAVED NORTHERLY, HAVING A RADIUS OF 50 FEET AND HAVING A TOTAL ARC LENGTH OF 73.99 FEET; SAID WESTERLY TERMINUS OF SAID CURVE ALSO BEING A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 10;

THENCE TANGENT TO SAID CURVE AND ALONG SAID SOUTHWESTERLY LINE NORTH $33^{\circ} 38' 51''$ WEST 135.00 FEET;

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THENCE PARALLEL WITH SAID SOUTHWESTERLY LINE SOUTH 33° 38' 51" EAST 194.34 FEET TO A POINT IN THE AFOREMENTIONED NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA;


THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 61°34' 15" WEST 104.98 FEET TO THE EASTERLY TERMINUS OF THE AFOREMENTIONED CURVE IN SAID NORTHWESTERLY LINE;

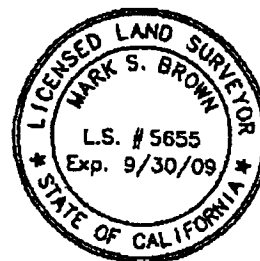
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 84° 46' 54" AN ARC LENGTH OF 73.99 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF RIVERSIDE BY DEED RECORDED OCTOBER 23, 1959, IN BOOK 2568, PAGE 440 AS INSTRUMENT NO. 90923 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

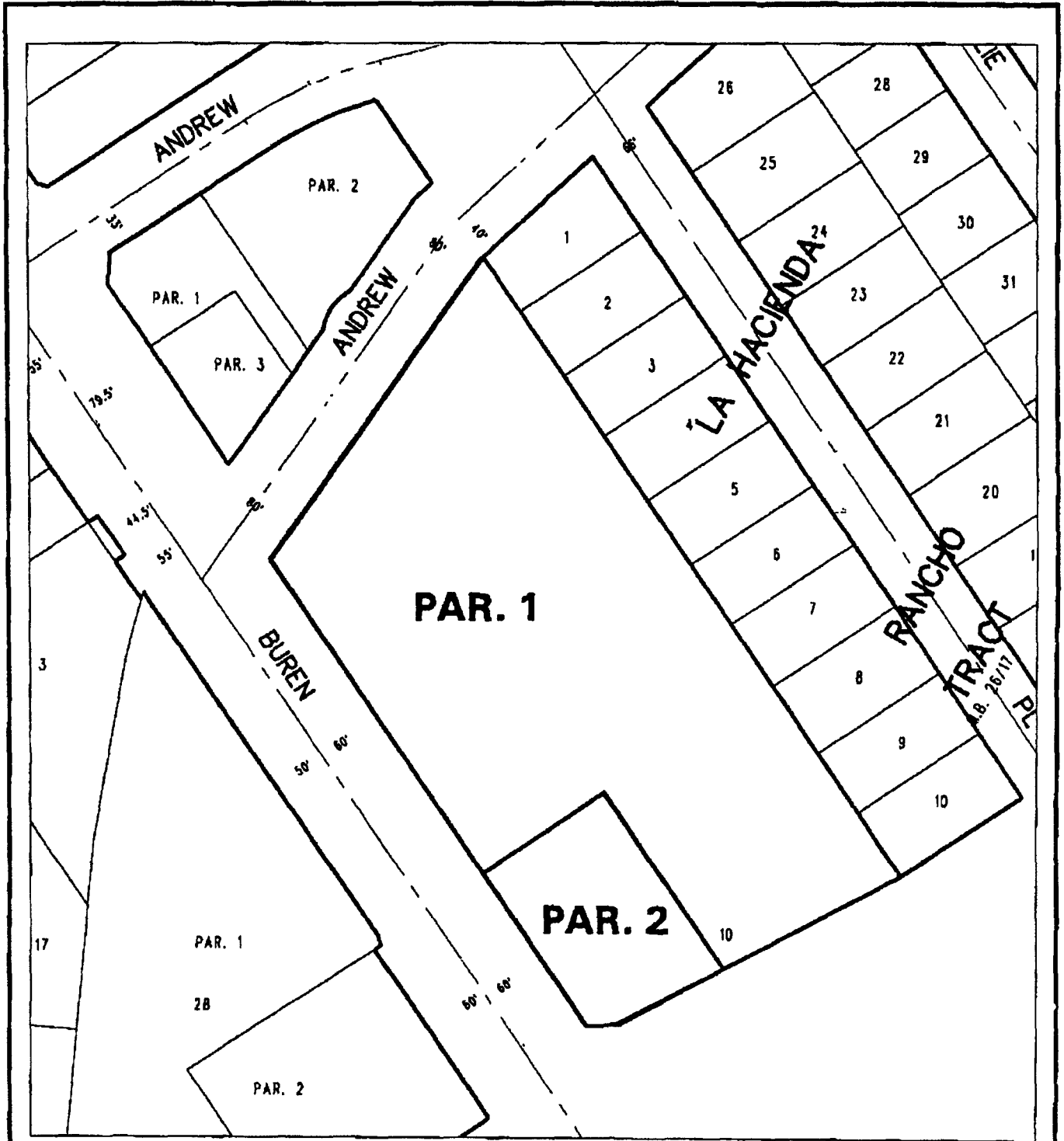
ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF RIVERSIDE IN DEED RECORDED SEPTEMBER 3, 1993 AS INSTRUMENT NO. 348767 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

 Nov 21 07 Prep. _____
Mark S. Brown, L.S. 5655 Date
License Expires 9/30/09



CIA 1046



◆ 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" = 120'

Drawn by: bmark

Date: 12/11/07

Subject: P07-1117

CIA 1046

Conformed Copy

Has not been compared with original

Larry W Ward
County of Riverside
Assessor, County Clerk & Recorder

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY

REDEVELOPMENT AGENCY OF THE
CITY OF RIVERSIDE

AND WHEN RECORDED MAIL TO

Redevelopment Agency of the
City of Riverside
3900 Main Street, 5th Floor
Riverside, CA 92522

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
M	A	L	485	426	PCOR	NCOR	SMF	NCIC	EXAM
					T	CTY	UNI		

Space above this line for recorder's use only

TRA:
DTT:

MEMORANDUM OF AGREEMENT

Re-recorded to correct legal description, add missing plat, and correct document sequence

THIS AREA FOR
RECORDER'S
USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3:00 Additional Recording Fee Applies)

UNITED TITLE COMPANY

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Redevelopment Agency of the
City of Riverside
3900 Main Street, Fifth Floor
Riverside, California 92522
Attention: Executive Director

SB713232-41

DOC # 2007-0720098

11/29/2007 08:00A Fee:NC

Page 1 of 9

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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This document is recorded at the request and for the benefit of the Redevelopment Agency of the City of Riverside and is exempt from recording fees pursuant to Government Code Sections 6103 and 27383

T
025

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT ("Memorandum"), dated for identification purposes as of November 27, 2007, is entered into by and between the REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE, a public body, corporate and politic ("Agency"), and ROBERT VACCHER, an unmarried man ("Vaccher"), and ANITA HUSTED, a married woman ("Husted") (collectively, Vaccher and Husted are herein referred to as "Developer").

1. Owner Participation Agreement. Agency and Developer have executed an Owner Participation Agreement ("Agreement") dated as of September 11, 2007. The Agreement provides for, among other things, (a) certain obligations and restrictions on Developer's use of that certain real property hereinafter referred to as the "Site" situated in the City of Riverside, County of Riverside, State of California as legally described in Exhibit "A" attached hereto and incorporated herein by this reference, and (b) development of the project.

The Agreement is available for public inspection and copying at the office of the Agency Secretary, 3900 Main Street, Fifth Floor, Riverside, California. All of the terms, conditions, provisions and covenants of the Agreement are incorporated in this Memorandum by reference as though written out at length herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document.

2. Purpose of Memorandum. This Memorandum is prepared for recordation purposes only, and in no way modifies the terms, conditions, provisions and covenants of the Agreement. In the event of any inconsistency between the terms, conditions, provisions and covenants of this Memorandum and the Agreement, the terms, conditions, provisions and covenants of the Agreement shall prevail.

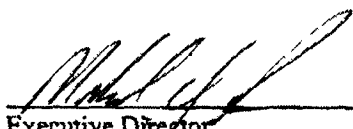
CIA 1046

The parties have executed this Memorandum of Agreement on the dates specified immediately adjacent to their respective signatures.


"AGENCY"

REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE, a public body corporate and politic

Dated: June 13, 2008

By: 
Executive Director
Michael J. Beck

ATTEST:


Agency Secretary

APPROVED AS TO FORM:

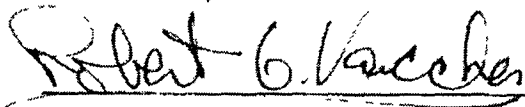
LEIBOLD McLENDON & MANN, P.C.


David H. Mann, Special Counsel

"DEVELOPER"

ROBERT VACCHER, an unmarried man

Dated: 6/11/2008

By: 

ANITA HUSTED, a married woman

Dated: 6/11/08

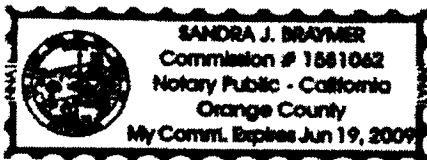
By: 

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On June 11, 2008, before me, Sandra J. Braymer, Notary Public, personally appeared Robert C. Vaccaro and Anita who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.



Sandra J. Braymer
Notary Public

[SEAL]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On June 16, 2008

before me,

Valerie Herrera, Notary Public

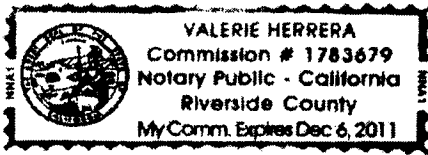
Here Insert Name and Title of the Officer

personally appeared

Colleen J. Nicol

Name(s) of Signer(s)

who 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.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Valerie Herrera

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(s)

Signer's Name: _____

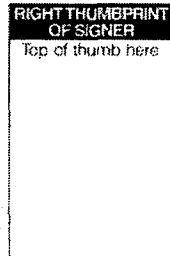
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

CIA 1046

The parties have executed this Memorandum of Agreement on the dates specified immediately adjacent to their respective signatures.

"AGENCY"

**REDEVELOPMENT AGENCY OF THE CITY
OF RIVERSIDE, a public body corporate and
politic**

Dated: _____

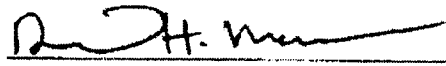
By: _____
Executive Director

ATTEST:

Agency Secretary

APPROVED AS TO FORM:

LEIBOLD McCLENDON & MANN, P.C.



David H. Mann, Special Counsel

"DEVELOPER"

ROBERT VACCHER, an unmarried man

Dated: _____

By: _____

ANITA HUSTED, a married woman

Dated: _____

By: _____

The parties have executed this Memorandum of Agreement on the dates specified immediately adjacent to their respective signatures.

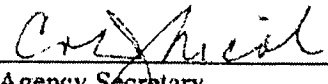
"AGENCY"

REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE, a public body corporate and politic

Dated: November 27, 2007

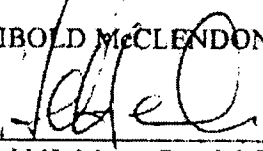
By: 
Executive Director

ATTEST:


Agency Secretary

APPROVED AS TO FORM:

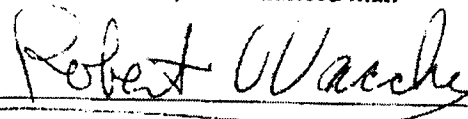
LEIBOLD McCLENDON & MANN, P.C.


For David H. Mann, Special Counsel

"DEVELOPER"

ROBERT VACCHER, an unmarried man

Dated: 11/20/2007

By: 

ANITA HUSTED, a married woman

Dated: 11/19/07

By: 

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

SS.

On November 27, 2007 before me,

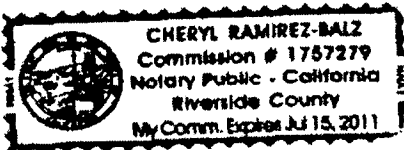
Cheryl Ramirez-Balz - Notary Public

personally appeared

Michael J. Beckard and Colleen J. Pical
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.



1757279

Place Notary Seal Above

WITNESS my hand and official seal.

[Handwritten Signature]
Signature of Notary Public

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: Memorandum of Agreement

Document Date: 11-27-07

Number of Pages: 10 incl. this page

Signer(s) Other Than Named Above: David H. Mann, Robert Vacher and Anita Husted

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Individual

Corporate Officer — Title(s): _____

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer's Name: _____

Individual

Corporate Officer — Title(s): _____

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

QIA 1046

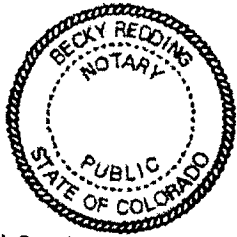
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of COLORADO)
 County of ADAMS) SS

On NOV. 19, 2007, before me, BECKY REDDING, Notary Public,
 personally appeared ANITA HUSTED
 NAME(S) OF SIGNER(S)

personally known to me —OR—

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 person(s) acted, executed the instrument.



My Commission Expires 1/11/2010

Witness my hand and official seal.

Becky Redding
 SIGNATURE OF NOTARY

OPTIONAL

Although the data below is OPTIONAL, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<p>Capacity claimed by signer:</p> <p><input checked="" type="checkbox"/> Individual <input type="checkbox"/> Corporate Officer(s) <input type="checkbox"/> Partner(s) <input type="checkbox"/> General <input type="checkbox"/> Limited <input type="checkbox"/> Attorney-in-fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Guardian/Conservator <input type="checkbox"/> Other:</p> <p>Signer is representing: Name of Person(s) or Entity(ies)</p> <p>_____</p> <p>_____</p>	<p>Description of Attached Document:</p> <p><u>Memorandum of Agreement</u> Title or Type of Document</p> <p><u>11</u> Number of Pages</p> <p><u>11/19/07</u> Date of Document</p> <p>_____ Signer(s) Other Than Named Above</p>
--	--

ACKNOWLEDGEMENT - GENERAL
THIS FORM FURNISHED BY UNITED TITLE COMPANY

STATE OF CALIFORNIA
COUNTY OF San Bernardino } ss

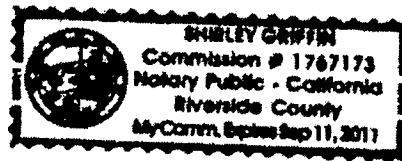
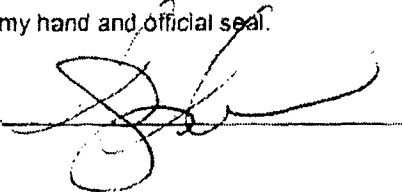
On 11-20-07 before me, Shirley Griffin
_____, Notary Public, personally appeared

Robert G. Vaccher
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



1767173
exp. 09-11-11

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 BELOW.

Title of Document Type Memorandum of Agreement

Number of Pages 18 Date of Document 11-20-07

Signer(s) Other Than Named Above _____

CIA 1046

EXHIBIT A

PARCEL 1 (APN 233-062-023)

THAT CERTAIN REAL PROPERTY LOCATED IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 10 IN BLOCK 25 OF THE VILLAGE OF ARLINGTON, AS SHOWN BY MAP ON FILE IN BOOK 1 PAGE 62 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 10;

THENCE ALONG THE SOUTHEASTERLY LINE THEREOF, SOUTH 55° 32' 00" WEST 329.60 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 10;

THENCE ALONG THE SOUTHWESTERLY LINE THEREOF, NORTH 34° 28' 00" WEST 257.10 FEET;

THENCE LEAVING SAID SOUTHWESTERLY LINE, NORTH 32° 44' 00" EAST 40.00 FEET;

THENCE NORTH 39°23'00" EAST 36.00 FEET;

THENCE NORTH 51°02'00" EAST 36.00 FEET;

THENCE NORTH 55° 27' 00" EAST 222.50 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 10;

THENCE ALONG SAID NORTHEASTERLY LINE, SOUTH 34° 26' 00" EAST 285.90 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED AUGUST 30, 1956 IN BOOK 1965 PAGE 32 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF RIVERSIDE BY DEED RECORDED OCTOBER 23, 1959, IN BOOK 2568, PAGE 440 AS INSTRUMENT NO. 90923 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF RIVERSIDE IN DEED RECORDED SEPTEMBER 3, 1993 AS INSTRUMENT NO. 348767 OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY;

ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE FOLLOWING DESCRIBED LAND:

CIA 1046

BEGINNING AT THE WESTERLY TERMINUS OF THAT CERTAIN CURVE IN THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA RECORDED AUGUST 30, 1956, IN BOOK 1965 PAGE 32 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 50 FEET AND HAVING A TOTAL ARC LENGTH OF 73.99 FEET; SAID WESTERLY TERMINUS OF SAID CURVE ALSO BEING A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 10;

THENCE TANGENT TO SAID CURVE AND ALONG SAID SOUTHWESTERLY LINE NORTH $33^{\circ} 38' 51''$ WEST 135.00 ;

THENCE AT RIGHT ANGLES TO SAID SOUTHWESTERLY LINE NORTH $56^{\circ} 21' 09''$ EAST 150.00 FEET;

THENCE PARALLEL WITH SAID SOUTHWESTERLY LINE SOUTH $33^{\circ} 38' 51''$ EAST 194.34 FEET TO A POINT IN THE AFOREMENTIONED NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA;

THENCE ALONG SAID NORTHWESTERLY LINE SOUTH $61^{\circ} 34' 15''$ WEST 104.98 FEET TO THE EASTERLY TERMINUS OF THE AFOREMENTIONED CURVE IN SAID NORTHWESTERLY LINE;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $84^{\circ} 46' 54''$ AN ARC LENGTH OF 73.99 FEET TO THE POINT OF BEGINNING.

PARCEL 2 (APN No. 233-062-024)

IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THAT PORTION OF LOT 10 IN BLOCK 25 OF THE VILLAGE OF ARLINGTON, AS SHOWN BY MAP ON FILE IN BOOK 1 PAGE 62 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY TERMINUS OF THAT CERTAIN CURVE IN THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA RECORDED AUGUST 30, 1956, IN BOOK 1965 PAGE 32 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS BEING CONCAVED NORTHERLY, HAVING A RADIUS OF 50 FEET AND HAVING A TOTAL ARC LENGTH OF 73.99 FEET; SAID WESTERLY TERMINUS OF SAID CURVE ALSO BEING A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 10;

THENCE TANGENT TO SAID CURVE AND ALONG SAID SOUTHWESTERLY LINE NORTH $33^{\circ} 38' 51''$ WEST 135.00 FEET;

THENCE AT RIGHT ANGLES TO SAID SOUTHWESTERLY LINE NORTH $56^{\circ} 21' 09''$ EAST 150.00 FEET;

C/A 1046

THENCE PARALLEL WITH SAID SOUTHWESTERLY LINE SOUTH 33° 38' 51" EAST 194.34 FEET TO A POINT IN THE AFOREMENTIONED NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA;


THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 61°34' 15" WEST 104.98 FEET TO THE EASTERLY TERMINUS OF THE AFOREMENTIONED CURVE IN SAID NORTHWESTERLY LINE;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 84° 46' 54" AN ARC LENGTH OF 73.99 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF RIVERSIDE BY DEED RECORDED OCTOBER 23, 1959, IN BOOK 2568, PAGE 440 AS INSTRUMENT NO. 90923 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

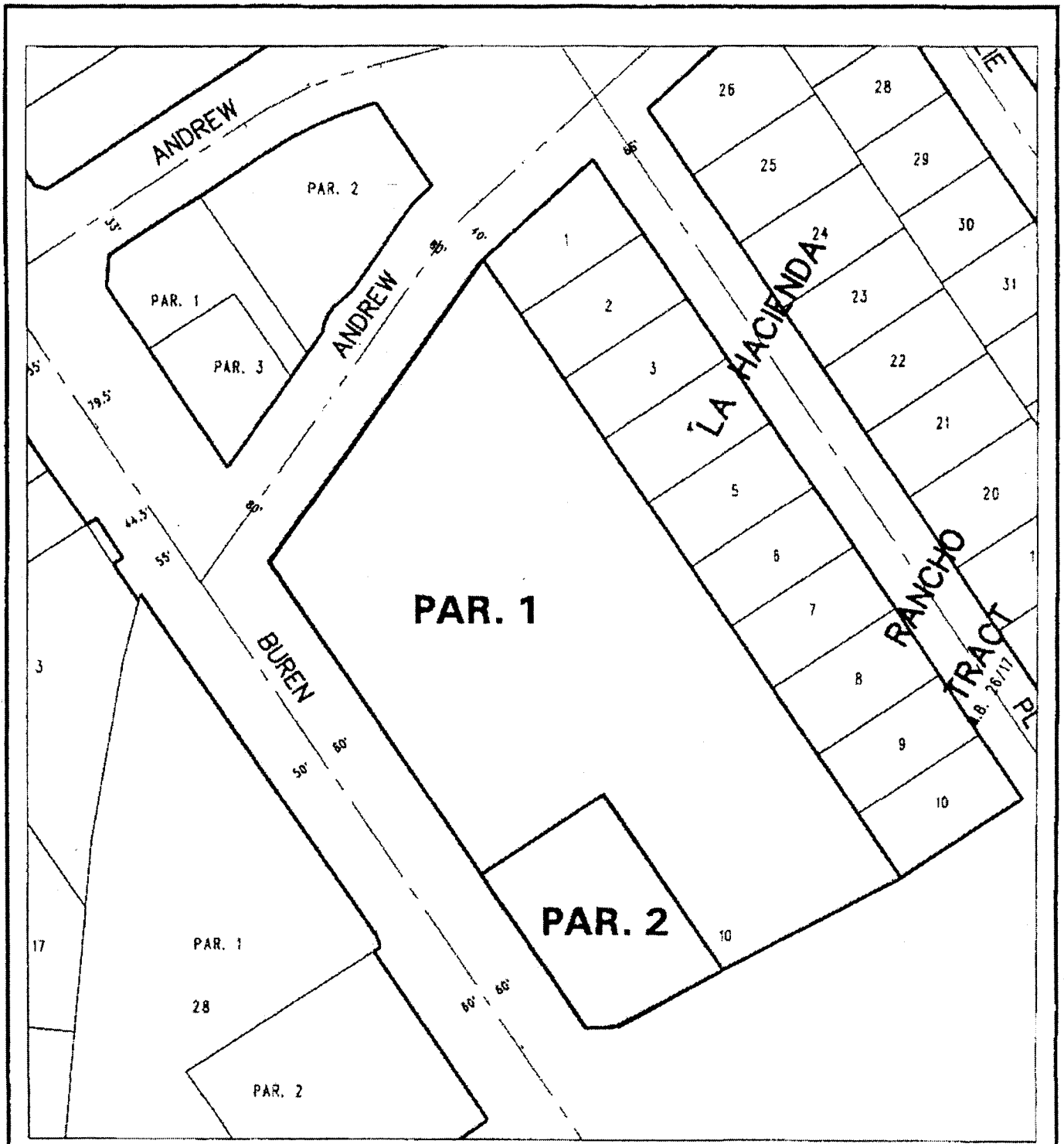
ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF RIVERSIDE IN DEED RECORDED SEPTEMBER 3, 1993 AS INSTRUMENT NO. 348767 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

 KNJZ'07 Prep. _____
Mark S. Brown, L.S. 5655 Date
License Expires 9/30/09



CIA 1046



◆ 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" = 120'

Drawn by: bmark

Date: 12/11/07

Subject: P07-1117

CLA 1046