

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk
City of Riverside
3900 Main Street
Riverside, California 92522

**This document was electronically submitted
to the County of Riverside for recording**
Received by: TVERBA

THIS SPACE ABOVE FOR RECORDER'S USE

**TERMINATION OF COVENANT AND AGREEMENT ESTABLISHING
EASEMENTS FOR INGRESS, EGRESS, PARKING AND UTILITIES**

This Termination of Covenant and Agreement Establishing Easements for Ingress, Egress, Parking and Utilities (this "**Termination**") is declared and made to be effective as of June 4, 2015, by **MCCALLAN PROPERTIES, LLC**, a California limited liability company (referred to herein, whether one or more, as "**Declarant**").

Recitals

A. Donnell L. Reid and John B. McCallan, Jr., prior owners of the Property, declared and made that certain Covenant and Agreement Establishing Easements For Ingress, Egress, Parking and Utilities dated as of December 5, 1994, recorded in the Official Records of Riverside County ("**Official Records**") on December 7, 1994 as Document No. 457275, and re-recorded on January 13, 1995 as Document No. 11222 (the "**Covenant and Agreement Establishing Easements**"). Capitalized terms used and not defined in this Termination shall have the same meanings that are given to such terms in the Covenant and Agreement Establishing Easements.

B. Declarant is the present owner of all of the Property affected by the Covenant and Agreement Establishing Easements.

C. Declarant no longer intends to develop or operate the Property as a car dealership, and no longer intends to utilize any of the approvals that may have been previously issued by the City for such a car dealership on the Property.

D. Declarant intends by this Termination to terminate the Covenant and Agreement Establishing Easements, which will have no further effect upon the Property.

NOW, THEREFORE, for good and valuable consideration, Declarant hereby declares and agrees to (for itself and the benefit of all future owners or holders of any interest in or to the Property) the following.

C/A-1300

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City Clerk
City of Riverside
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Riverside, California 92522

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D. Declarant intends by this Termination to terminate the Covenant and Agreement Establishing Easements, which will have no further effect upon the Property.

NOW, THEREFORE, for good and valuable consideration, Declarant hereby declares and agrees to (for itself and the benefit of all future owners or holders of any interest in or to the Property) the following.

Easements shall have no further force and effect upon the Property, or otherwise. Without limiting the foregoing, the easements created by the Covenant and Agreement Establishing Easements are hereby released and shall no longer affect the Property or any portion thereof.

2. This Termination shall be recorded in the Official Records, and shall provide constructive notice of such termination to and for the benefit of all future owners or holders of any interest in or to the Property.

IN WITNESS WHEREOF, Declarant has executed this Termination as of the date first stated above:

DECLARANT:

MCCALLAN PROPERTIES, LLC,
a California limited liability company

By: [Signature]
Name: JOHN M. MCCALLAN
Title: MANAGING MEMBER

CONSENT OF CITY

The City of Riverside (the "City") hereby consents to the foregoing Termination of Covenant and Agreement Establishing Easements for Ingress, Egress, Parking and Utilities dated as of June 4, 2015, made by MCCALLAN PROPERTIES, LLC, a California limited liability company, and to the recordation thereof in the Official Records, pursuant to Section 9 of the Covenant and Agreement Establishing Easements (as defined therein).

CITY OF RIVERSIDE

By: [Signature]
Name: Al Zelinka
Title: Assistant City Manager

APPROVED AS TO FORM
[Signature]
SUPERVISING DEPUTY CITY ATTORNEY

Attest: [Signature]
City Clerk

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Riverside)

On May 20, 2015, before me, T. Thornley, a Notary

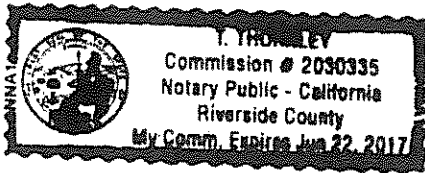
Public, personally appeared John McCallan, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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:

T. Thornley

Signature



3-in-1 CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under penalty of perjury that the Notary Seal on the document to which this statement is attached reads as follows:

Name of Notary: T. Thornley
Commission no.: 2030335
County where bond is filed: Riverside
Commission expiration date: 6/22/2017
Vendor/Manufacturer's no: NNAI

Pursuant to the provisions of Government Code 27361.7, I certify under penalty of perjury that the illegible portion of this document to which this statement is attached reads as follows:

[Blank lines for illegible portion]

Pursuant to the provisions of Government Code 27361.7, I certify under penalty of perjury that the illegible portion of this document to which this statement is attached reads as follows:

State of
County of
On before me, A NOTARY PUBLIC, personally appeared
, 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 (Seal)

PLACE OF EXECUTION: Brea
DATE: 6/11/15
SIGNATURE: [Signature], DPS Agent



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

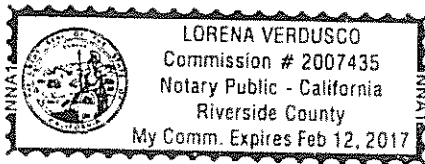
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)
On June 4, 2015 before me, Lorena Verduco, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Al Zelinka and 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 Lorena Verduco
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Addison - Termination of Covenant and Agreement Document Date: June 4, 2015
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

CIA-1300

67275

RECORDING REQUESTED BY:
FIDELITY NATIONAL TITLE INSURANCE CO.
4344 Latham Street
Riverside, California 92501

WHEN RECORDED MAIL TO:

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

Project: Parcel Map Waiver No. 003-934

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

DEC -7 1994

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$ 27

ME
27
9

COVENANT AND AGREEMENT ESTABLISHING EASEMENTS
FOR INGRESS, EGRESS, PARKING AND UTILITIES

THIS COVENANT AND AGREEMENT is made and entered into this
5th day of DECEMBER, 1994, by DONNELL L. REID and JOHN B.
MC CALLAN, JR. hereinafter referred to as "Declarant" with
reference to the following facts:

A. Declarant is the fee owner of the three parcels of real
property, hereinafter referred to as Parcel 1, Parcel 2, and
Parcel 3 respectively, located in the City of Riverside, State of
California, described as follows:

Parcel 1. That portion of Parcel 1 of Parcel Map 20166
as shown by map on file in Book 131 of Parcel Maps, Pages 11 & 12
thereof, Records of Riverside County, California, described as
follows:

COMMENCING at the southwesterly corner of said
Parcel 1;

THENCE North 77° 09' 29" East, along the southerly line
of said Parcel 1, a distance of 2.00 feet to the TRUE POINT OF
BEGINNING;

THENCE leaving said southerly line North 12° 50' 31"
West 55.50 feet along a line which is parallel with and distant
2.00 feet easterly as measured at right angles, from the westerly
line of said Parcel 1; to the beginning of a curve concave
southwesterly and having a radius of 852.00 feet;

THENCE Northerly along said curve through a central
angle of 03° 55' 36" an arc length of 58.39 feet to a point on
the westerly line of said Parcel 1, said point also being on the
easterly right-of-way of Box Springs Boulevard;

THENCE North 12° 50' 31" West 126.15 feet along said
westerly line to the northwesterly corner of said Parcel 1;

THENCE North 77° 09' 29" East 198.22 feet along
Northerly line of said Parcel 1 to a point;

THENCE leaving said Northerly line, South 15°00'00"
East 122.83 feet to a point;

DESCRIPTION APPROVAL 6/22/94
by William R. Jones
SURVEYOR, CITY OF RIVERSIDE

C/A-1300

12 7 94
THIS MICROFILM COPYRIGHTED 1994
BY SECURITY UNION TITLE INSURANCE COMPANY, ORANGE MICRO-GRAPHICS DIVISION.

THENCE North 75° 00' 00" East 67.20 feet to a point on the easterly line of said Parcel 1;
THENCE South 12° 50' 31" East 119.78 feet along said easterly line to the southeasterly corner of said Parcel 1;
THENCE South 77° 09' 29" West 268.00 feet along the southerly line of said Parcel 1 to the TRUE POINT OF BEGINNING.

Parcel 2. Parcel 2 of Parcel Map No. 20166 filed in Book 131 of Parcel Maps, Pages 11 and 12 thereof, Records of Riverside County, California, together with that portion of Parcel 1 of said Parcel Map, described as follows:

COMMENCING at the southwesterly corner of said Parcel 1;
THENCE North 12° 50' 31" East, 119.78 feet, a long the easterly line of said Parcel 1 to the TRUE POINT OF BEGINNING;
THENCE leaving said easterly line South 75° 00' 00" West, 67.20 feet to a point;
THENCE North 15° 00' 00" West, 122.83 feet to a point on the northerly line of said parcel;
THENCE North 77° 09' 29" East, 71.78 feet along said northerly line to the Northeast corner of said Parcel 1.
THENCE South 12° 50' 31" East, 120.22 feet along the easterly line of said Parcel 1 to the TRUE POINT OF BEGINNING.

Parcel 3. Parcel 3 of Parcel Map No. 20166 as shown by Parcel Map on file book 131 of Parcel Maps, Pages 11 and 12 thereof, Records of Riverside County, California.

Parcels 1 and 2 and 3 are hereinafter collectively referred to as the "Property".

B. The property consists of 10.71 vacant acres located at the southeasterly corner of Box Springs Boulevard and the Cal Trans-60 Freeway. An application has been filed with the City of Riverside as Parcel Map Waiver Case No. 003-934 to adjust existing property lines to coincide with the proposed site plan for a car dealership.

C. As a condition to the approval by the City of Riverside of the lot line adjustment by Parcel Map Waiver No. 003-934 the Declarant is required to submit documentation prior to Certificate of Compliance recordation for approval by the Planning and Legal Departments of the City of Riverside to assure mutual access for ingress, egress, parking and/or utilities across all parcels.

D. Declarant intends by this document to comply with the condition imposed by of the City of Riverside and to impose upon the Property mutually beneficial restrictions, conditions, covenants and agreements for the benefit of the Property

12 7 94

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BY SECURITY UNION TITLE INSURANCE COMPANY, OMAHA, NEBRASKA
GRAPHICS DIVISION.

THENCE North 75° 00' 00" East 67.20 feet to a point on the easterly line of said Parcel 1;
THENCE South 12° 50' 31" East 119.78 feet along said easterly line to the southeasterly corner of said Parcel 1;
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ENCLOSURE

12 7 94

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BY SECURITY UNION TITLE INSURANCE COMPANY, ORANGE MICROGRAPHICS DIVISION.

and the improvements to be constructed thereon, and the future owners of all parcel of the Property and for the same purpose to reserve and grant easements over portions of the Property.

NOW, THEREFORE, Declarant hereby declares that the Property is and hereafter shall be held, conveyed, transferred, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the following declarations, limitations, covenants, conditions, restrictions, and easements, all of which are imposed as equitable servitudes pursuant to a general plan for the development of the Property for the purpose of enhancing and protecting the value and attractiveness of the Property, and each Parcel thereof, in accordance with the plan for the improvement of Property, and to comply with certain conditions imposed by the City of Riverside for the approval of Parcel Map Waiver No. 003-934 or portion thereof, and shall be binding and inure to the benefit of each successor and assignee in interest of each such party. Any conveyance, transfer, sale, assignment, lease or sublease made by Declarant of a Parcel of the Property shall be and hereby is deemed to incorporate by reference all the provisions of this Covenant and Agreement including, but not limited to, all the covenants, conditions, restrictions, limitations, grants of easement, rights, rights of way, equitable servitudes contained herein.

1. Definitions. In addition to the definitions hereinbefore set forth, the following words or phrases when used in the Covenant and Agreement (except when the context otherwise requires) shall have the following definitions:

(a) "Building Areas" shall mean those areas on each Parcel of the Property upon which buildings are to constructed or other structures placed pursuant to plans approved by the City of building permits issued therefor and shall include any landscaped areas.

(b) "City" shall mean the City of Riverside, a municipal corporation of the State of California.

(c) "Common Area" shall mean all the area of Parcel 1, Parcel 2 and Parcel 3 of the Property other than building areas.

(d) "Owner" shall mean any person, whether an individual, corporation, association or otherwise, in which title to a parcel is vested, as shown by the Official Records of Riverside County, California. Declarant, its successors or assigns shall have executed or caused to record in the Office of the County Recorder of Riverside County, California, an instrument of conveyance conveying the respective parcel. If more than one person is Owner of a parcel, then all such persons shall be jointly and

severally liable for all obligations herein of the Owner of a parcel.

(e) "Parcel" or "Parcels" shall mean the parcel or parcels of the Property hereinabove described.

"2. Establishment of Access, Parking and Utility Easements. Declarant hereby establishes, grants and reserves the following nonexclusive easements over the Common Area of each Parcel of the Property for the use and benefit of the Owners of the remaining Parcels of the property, and the successors, assigns, tenants, customers and invitees of such Owner and the customers and invitees of such tenants and as an easement appurtenant to such Parcel thereby benefited:

(a) Nonexclusive easements for ingress and egress by vehicular and pedestrian traffic and vehicle parking. The driveways, walkways and parking areas shall be installed on each Parcel in accordance with plans approved by the City in connection with the issuance of any building permit or other permit for development for such Parcel.

(b) Nonexclusive easements for the installation, maintenance, removal and replacement of water drainage systems or structures, water lines, sewer lines, fire protection lines, telephone lines, electrical conduits or systems, gas lines, and all other public utilities and service easements. All such systems, structures, lines, conduits and other utility instrumentalities shall be installed and maintained below the ground level or surface of the Property, except where the instrumentality of the particular utility involved is not amenable to be placed underground (such as, but not limited to, transformers and risers.)

(c) The easements hereinabove granted or established shall include all rights necessary and proper for the installation, construction, maintenance, repair, replacement and use of driveways, walkways and parking areas. The cost of repair and maintenance of the driveways, walkways or parking areas shall be borne by the Owner of the Parcel upon which such driveways, walkways or parking areas are located.

(d) Those areas on each Parcel of the Property designated as parking areas shall be in conformance with plans for the development of such Parcels which have been or may be approved by the City and shall include the number of parking spaces required by the Riverside Municipal Code for all of the uses on such Parcel."

3. Barriers. No walls, fences, or barriers of any kind shall be constructed or maintained on the Common Area, or any portion thereof, by Owner, tenant or person which shall prevent or impair the use or exercise of any of the easements granted

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ANCE COMPANY, ORANGE MICRO-
GRAPHICS DIVISION.

herein, or the free access and movement, including without limitations, or pedestrians or vehicular traffic between the parcels, provided, however, reasonable traffic controls as may be necessary to guide and control the traffic may be installed so long as access driveways to the parking areas on the Property are not closed or blocked. The only exceptions to this provision shall be for incidental encroachments upon the Common Area which may occur as a result of the use of ladders, scaffolding, barricades and similar facilities resulting in temporary obstruction of the Common Area, all of which are permitted hereunder so long as their use is kept within reasonable requirements of construction or maintenance work being expeditiously pursued.

4. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Common Area to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarant that this document shall be strictly limited to and for the purpose herein expressed. The right of the public or any person to make use whatsoever of the Common Area of the property, or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is solely by permission, and subject to the control of the Owner(s). Notwithstanding any other provision herein to the contrary, the owner may periodically restrict ingress and egress from the Common Area in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress or egress shall be limited to the minimum period necessary to prevent the creation of prescriptive easement and shall occur at such time as to have minimum effect on the parties hereto.

5. Non-Merger. This Covenant and Agreement shall not be subject to the doctrine of merger, even though the underlying fee ownership of the parcel described herein, or any parts thereof, is vested in one party or entity.

6. Effect of Covenant and Agreement. Any person who now or hereafter owns or acquires any right, title or interest in or to any parcel of the Property shall be deemed (a) to have consented and agreed to every covenant, condition, restriction and easement contained herein; and (b) to have been granted and be subject to each of the applicable easements described in Paragraph 2 hereof, whether or not any reference to this Covenant and Agreement is contained in the instrument by which such person acquired an interest in Property.

7. Mutuality, Reciprocity, Run with Land. All of the provisions contained herein are made for the direct, mutual and reciprocal benefit of all parcels of the Property and create mutual, equitable servitudes upon each parcel as the servient tenement in favor of the other parcel as the dominant tenement

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BY SECURITY UNION TITLE INSUR-
ANCE COMPANY, ORANGE MICRO-
GRAPHICS DIVISION.

C/A-1300

and create reciprocal rights obligations among the respective Owners of all 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 thereof and shall inure 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, their successors and assigns in interest.

8. Enforcement. The terms of this Covenant and Agreement may be enforced by the City, its successors or assigns, and by any Owner, lessee, or tenant of the parcels of the Property. Should the City or any Owner, lessee or tenant bring an action to enforce any of the terms of this Covenant and Agreement, the prevailing party shall be entitled to costs of suit including reasonable attorneys' fees.

9. Termination and Modification. Subject to the prior written approval of the City Council of the City of Riverside, this Covenant and Agreement, and any provision contained herein, may be terminated, modified or amended as to all of the Property or any portion thereof, upon the written consent of all the Owners of the Property. 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 the City.

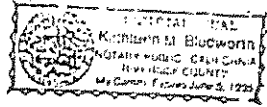
IN WITNESS WHEREOF, Declarant has caused this Covenant and Agreement to be duly executed the day and year first above written.

DONNELL L. REID
 JOHN B. MC CALLAN, JR.
 By [Signature]
 Title [Signature]
 By [Signature]
 Title [Signature]

APPROVED AS TO CONTENT:
 By [Signature]
 Planning Department

APPROVED AS TO FORM:
[Signature]
 Assistant City Attorney

[Signature]



12 7 94
 THIS MICRONITAN COPYRIGHTED 1994
 BY SECURITY UNION TITLE INSURANCE COMPANY, ORANGE MICRO-GRAPHICS DIVISION.

CIA-1300

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

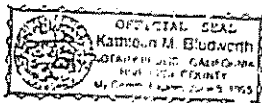
No. 3007

State of Calif
County of Alameda

On Dec 5 1994 before me, KATHLEEN M. BLUDWORTH
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"
personally appeared John B. McCallan, Jr.
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 the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Kathleen M. Bludworth
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
Vice President
TITLE(S)
- PARTNER(S) LIMITED
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Covenant and agreement
TITLE OR TYPE OF DOCUMENT
6
NUMBER OF PAGES
12-5-94
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(ES)

SIGNER(S) OTHER THAN NAMED ABOVE

12 7 94

THIS MICROFILM COPYRIGHTED 1994 BY SECURITY UNION TITLE INSURANCE COMPANY, ORANGE MICRO-GRAPHICS DIVISION.

CIA-1300

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5927

State of Calif

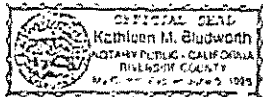
County of Riverside

On Dec. 5, 1994 before me, Kathleen M. Bludworth
DATE NAME, TITLE OF OFFICER, E.G., "JANICE DOE, NOTARY PUBLIC"

personally appeared Donnell L. Reid
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 the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Kathleen M. Bludworth
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
President
TITLE(S)
- PARTNER(S) LIMITED
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

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6
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SIGNER IS REPRESENTING:
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