

Recording Requested By  
CHICAGO TITLE COMPANY

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

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

RECEIVED FOR RECORD  
Min. Past 1 o'clock P.M.

JUL 25 1991

Recorded in Official Records  
of Riverside County, California  
Recorder  
Fees \$ 43

253911

510418-J.O.

DESCRIPTION APPROVAL 7/19/91  
for Walter R. Stone SURVEYOR, CITY OF RIVERSIDE

By request as an accommodation only and has not examined it for regularity and sufficiency or as to the effect upon the title to any real property that may be described therein.

43/19

COVENANT AND AGREEMENT  
FOR COMMON FIRE PROTECTION WATER SERVICES

THIS COVENANT AND AGREEMENT is made and entered into this 1st day of July, 1991, by GATX Realty Corporation, a Delaware corporation (hereinafter referred to as "Declarant"), with reference to the following facts:

A. Declarant is the owner of that certain real property in the City of Riverside, County of Riverside, State of California, described as Parcels 1 through 3, inclusive, of Parcel Map 24869, per map recorded in Book 171, Pages 94 through 95, inclusive, of Parcel Maps in the Office of the County Recorder of Riverside County, California, which parcels are referred to herein individually as a "Parcel" and together as the "Parcels" or the "Property." The location of "Parcel 1," "Parcel 2," and "Parcel 3" is shown on Exhibit "A" attached hereto.

B. The City of Riverside (the "City") has requested that Declarant execute this Agreement with respect to provision of common fire protection water services for the Property.

NOW, THEREFORE, Declarant declares that the Property is, and shall hereafter be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the following covenants, conditions, restrictions and easements, all of which are declared and agreed to be in furtherance of a general plan for the subdivision, development, improvement, protection, maintenance, and sale of the Property, and all of which are declared and agreed to be for the purpose of maintaining and protecting the Property:

1. Master Fire Protection Water Service Agreement. Parcels 1, 2 and 3 of the Property will each be served by an underground fire protection water service line through a master fire service water connection installed at Palmyrita Avenue at the southwest corner of Parcel 2. The fire protection water service line continues directly north on Parcel 2 to Parcel 3. Parcel 2 is serviced by a connection to the fire protection water service line. The City shall send all invoices for the fire protection water service for the Property to the Managing Owner, as defined in that certain Declaration of Covenants, Conditions

and Restrictions for Driveway, Parking, Landscape, Utility and Drainage Easements encumbering the Property, recorded in the Official Records of Riverside County, California and dated concurrently herewith ("CC&Rs"). A copy of the CC&Rs is attached hereto as Exhibit "B". The Managing Owner shall, within thirty (30) days after receipt of an invoice from the City with respect to such fire protection water services, pay such invoice. As of the date hereof, the Declarant is the Managing Owner. Hereafter, should the owners of Parcels 1, 2 and 3 elect to change the Managing Owner pursuant to the terms of the CC&Rs, the owners of Parcels 1, 2 and 3 shall send a joint notice to the City thirty (30) days prior to the effective date of such change in the Managing Owner. The City may continue to bill the old Managing Owner for fire protection water services until the City has received such thirty (30) day notice and, after receipt of such thirty (30) day notice, the City shall bill the new Managing Owner for fire protection water services. If there shall ever be no Managing Owner under the CC&Rs, the owner of Parcel 3 shall be deemed to be the Managing Owner for the purpose of this Covenant and Agreement. In such event, the owners of Parcels 1, 2 and 3 shall send a joint notice to the City thirty (30) days prior to the date the owner of Parcel 3 shall be deemed to be the Managing Owner pursuant to the preceding sentence.

The Managing Owner shall have the right to bill the other owners of the parcels on the Property for an amount equal to such other owners' share of the cost of such fire protection services, which share shall be determined in accordance with the procedures set forth in Section 14 of the CC&Rs. Such other owners shall reimburse the Managing Owner for fire protection water services in accordance with the procedures set forth in Section 14 of the CC&Rs. The Managing Owner shall have all rights and remedies with respect to reimbursement for fire protection water services as are set forth in Section 14 of the CC&Rs.

2. Grant of Easements for Fire Protection Water Service Lines. Declarant hereby establishes, grants and reserves a 5-foot-wide nonexclusive easement for the construction, maintenance, repair, replacement and use of an underground fire protection water service line and for ingress and egress in connection with such service line across the portion of the Property which is two and one half (2½) feet on either side of the location of the underground fire protection water service line as currently constructed. The approximate location of the nonexclusive easement is more particularly described in Exhibit "A" attached hereto.

3. Reservations. The Owners of Parcels 1, 2 and 3 retain the right to use (i) the surface of the easement property on their respective parcels, and (ii) to the extent such use is not inconsistent with the City's use thereof, the subsurface areas of the easement property in such manner as the Owners of

Parcels 1, 2 and 3 deem proper. The Owners of Parcels 1, 2 and 3 specifically reserve the right to allow other utility lines to be installed under, across and within the easement property, provided such utility lines do not interfere with the installations of the City.

4. Protection of Declarant's Improvements. If the City uses the easement property in the performance of the work which the City is authorized to perform within the easement property, the City shall use its best efforts to avoid causing any damage to, or interference with, any improvements on or within the easement property or on or within the real property adjacent to the easement property. The City accepts the easement with the knowledge that Declarant has or intends to improve the surface area of the easement property for motor vehicle parking, drive aisles, landscaping, sidewalks, curbs, light standards and similar parking parcel uses (other than structures).

5. Liens. The City shall not permit any claim, lien or other encumbrances arising from its installation activities to accrue against or attach to the easement property or the interest of Declarant and adjacent lands.

6. Maintenance of Fire Protection Water Service Lines. The Managing Owner shall conduct routine maintenance and timely repair of the fire protection water service line serving such parcel including that portion of such line lying within the easement areas above described (including, without limitation, the portion of the easement areas located on Parcels 1, 2 or 3). As a part of any maintenance, repair, or replacement of any fire protection water service line which requires the disturbance of the surface of either of the easement areas above described, the Managing Owner shall cause the surface to be restored to reasonably the same condition as existed prior to such work being done. The Managing Owner shall have the right to bill the owners of the parcels on the Property for an amount equal to such other owners' share of the cost of maintaining and repairing the fire protection water service line, which share shall be determined in accordance with the procedures set forth in Section 14 of the CC&Rs. Such other owners shall reimburse the Managing Owner for the cost of maintaining and repairing the fire protection water service line in accordance with the procedures set forth in Section 14 of the CC&Rs. The Managing Owner shall have all rights and remedies with respect to reimbursement for the cost of maintaining and repairing the fire protection water service line as are set forth in Section 14 of the CC&Rs.

7. Enforcement. The provisions of this Declaration shall be enforceable at law and in equity by Declarant, each successive owner of any parcel of the Property, and the City. In the event of any legal or equitable proceeding for the enforcement of or to restrain the violation of this Declaration of any provision hereto, the prevailing party therein shall be

entitled to reasonable attorneys' fees in addition to any other costs to which such party may be entitled. The failure of Declarant, any owner, or the City to enforce any provision of this Declaration shall be 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 hereof.

8. Effect of Declaration. Any person who now or hereafter owns or acquires any right, title or interest in or to any portion 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 applicable easement described in Paragraph 2 hereof whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Property.

9. Covenant Running with Land. This Covenant and Agreement shall run with the land and shall be binding upon Declarant and its successors and assigns and shall continue in effect until such time as terminated by the City Council of the City. The City shall promptly execute any and all documents and take such other actions as Managing Owner reasonably requires to effectuate the termination of this Covenant and Agreement.

10. Relocation of Easement. City agrees that it will, from time to time, upon request of Managing Owner, allow the relocation of the easement areas to another area upon the following conditions:

a. Such relocation must be of such a nature as to permit an underground fire protection water service line; and

b. The owners of Parcels 1, 2 and 3 shall have executed in favor of City, and there shall have been recorded, a written easement in form similar to the easement contained herein covering the new location.

11. Attorneys' Fees and Costs. In the event of any controversy, claim or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees and costs, whether or not suit is filed.

12. Notices. Any notice provided herein to be given by either party to the other may be served by hand delivery or by depositing same in the United States mail, postage prepaid, and addressed to such other party at its address set forth below. Such notice shall be deemed given on the date of receipt. Either party may change its address for purposes of notification pursuant to this paragraph by giving notice thereof to the other in the manner set forth herein.

MANAGING OWNER: GATX Realty Corporation  
Four Embarcadero Center  
Suite 2200  
San Francisco, CA 94111  
Attn: Contract Administrator

CITY: City of Riverside  
City Hall  
3900 Main Street  
Riverside, CA 92522  
Attn: Water Services Section

13. Governing Law. This Covenant and Agreement shall be governed by and construed in accordance with the laws of the state of California.

14. Severability. The invalidity or unenforceability of any of the provisions of this Covenant and Agreement shall not in any way affect the validity or enforceability of any other provision hereof.

15. Entire Agreement. This Covenant and Agreement, including exhibits attached hereto, contains the entire agreement between the parties with respect to the subject matter hereof and all prior negotiations and agreements are merged herein.

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

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

DECLARANT:

GATX REALTY CORPORATION,  
a Delaware corporation

By: Gay Karter

Title: Vice President

By: [Signature]

Title: ASST. SECRETARY

APPROVED AS TO FORM

Kathleen M. Amund  
ASST. CITY ATTORNEY

State of California )  
County of San Francisco ) ss.

On this the 1 day of July 1991, before me, the undersigned, Notary Public in and for the State and County aforesaid, personally appeared Gary Kauter, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument on behalf of GATX Realty Corporation, a Delaware corporation, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

(SEAL)

Diana Audrey Ghelli  
Notary Public in and for the  
State of \_\_\_\_\_



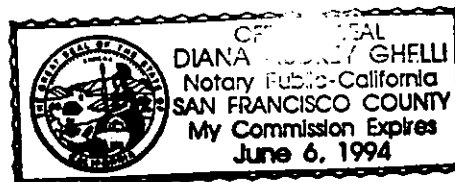
State of California )  
County of San Francisco ) ss.

On this the 1 day of July 1991, before me, the undersigned, Notary Public in and for the State and County aforesaid, personally appeared Mary Hamilton, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument on behalf of GATX Realty Corporation, a Delaware corporation, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.






(SEAL)

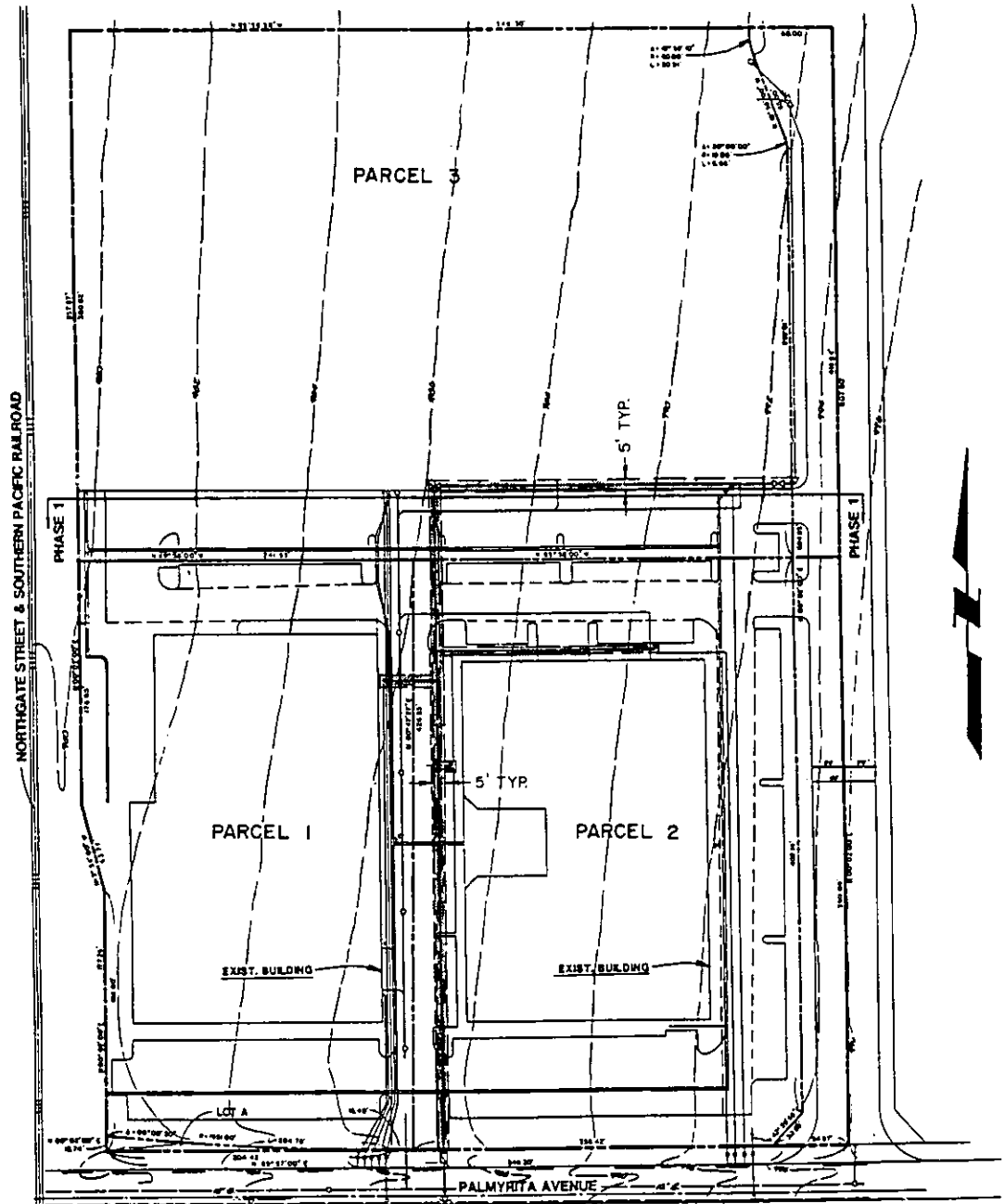
Diana Audrey Ghelli  
Notary Public in and for the  
State of \_\_\_\_\_



LEGEND:

253911

-  - INDICATES NON-EXCLUSIVE EASEMENT LIMITS.
-  - INDICATES PROJECT BOUNDARIES.
-  - INDICATES PARCEL/LOT BOUNDARIES
-  - INDICATES FUTURE IMPROVEMENTS.
-  - INDICATES EASEMENT BOUNDARIES



NOTE: ALIGNMENT OF ALL EASEMENTS ARE PARALLEL TO OR NORMAL TO ALL EXISTING IMPROVEMENTS

COMMON FIRE PROTECTION AGREEMENT

EXHIBIT "A"

ENTIRE NON-EXCLUSIVE EASEMENT

**RICK ENGINEERING COMPANY**  
CIVIL ENGINEERS · SURVEYORS · PLANNERS

3120 CHICAGO AVE., SUITE 100, RIVERSIDE, CA 92507

PROJECT NUMBER 10743-A

SCALE 1" = 100'

DATE 3-21-91

Recording Requested By And  
When Recorded Mail To:

GATX Realty Corporation  
Four Embarcadero Center, Suite 2200.  
San Francisco, CA 94111  
Attention: Contracts Administration

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DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR DRIVEWAY, PARKING, LANDSCAPE,  
UTILITY AND DRAINAGE EASEMENTS

This Declaration of Covenants, Conditions and Restrictions for Driveway, Parking, Landscape, Utility and Drainage Easements ("Declaration") is made as of this 1st day of July, 1991, by GATX Realty Corporation, a Delaware corporation (the "Declarant"), with reference to the following:

RECITALS

A. Declarant is the owner of that certain real property in the City of Riverside, County of Riverside, State of California, described as Parcels 1 through 3, inclusive, of Parcel Map 24869, per map recorded in Book \_\_\_\_\_, Pages \_\_\_\_\_ through \_\_\_\_\_, inclusive, of Parcel Maps in the Office of the County Recorder of Riverside County, California, which parcels are referred to herein individually as a "Parcel" and together as the "Parcels" or the "Property". The owners of fee title to one or more Parcels or any portion thereof are referred to herein individually as an "Owner" and collectively as the "Owners".

B. Declarant is developing the Property as an industrial park, and in connection therewith intends to provide for the establishment of certain private, non-exclusive easements for ingress, egress, parking, landscaping, utilities and drainage purposes (the "Easements"), over a portion of each Parcel (the "Easement Area") for the use and benefit of all Parcels. The Easement Area over all Parcels is more particularly shown and described in Exhibit "A" attached hereto and by this reference made a part hereof. Those portions within the Easement Area specifically designated for vehicular ingress and egress, parking and landscaping, and reserved as such for the use and benefit of all Parcels, are more particularly shown and described in the Driveway, Parking and Landscape Plan for the Easement Area, attached as Exhibit "B" hereto and by this reference made a part hereof.

C. Each Parcel may also have its own internal driveway, parking and landscape areas located outside of the Easement Area, which are intended to be compatible with the common driveway, parking and landscape areas within the Easement Area described herein.

NOW, THEREFORE, in consideration of the premises, and in order to accomplish the intent of Declarant expressed herein, the Declarant hereby declares, covenants and agrees as follows:

1. Declaration. Declarant hereby declares that each Parcel is and shall be, held, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the covenants,



conditions, restrictions, reservations, easements, rights, servitudes, liens and charges set forth in this Declaration, all of which are declared and agreed to be in furtherance of and pursuant to the development of the Parcels, and all of which are declared and agreed to be for the purpose of protecting the value of the Parcels. The provisions set forth in this Declaration are imposed upon the Owners for the benefit of all Parcels and all Owners thereof. The provisions set forth in this Declaration shall be a burden upon and a benefit to the respective Parcels, the Owners thereof and their respective successors and assigns. All covenants set forth in this Declaration are intended as and are declared to be covenants running with the land as well as equitable servitudes upon the land.

2. Grant of Easements. Declarant hereby reserves and grants to each Owner, and their respective successors and assigns, non-exclusive easements for ingress and egress by vehicular and pedestrian traffic, and for vehicular parking, landscaping, utility and drainage purposes, over, upon and across the Easement Area, each as more particularly described herein, lying within each Parcel, which Easements are hereby declared to be for the use and benefit of and appurtenant to all Parcels. Declarant further reserves a temporary easement over all Parcels as may reasonably be required to facilitate construction of driveway, parking and landscaping improvements and installation of utilities and drainage facilities within the Easement Area, and to facilitate construction of buildings and improvements upon the remainder of each Parcel.

3. Effect of Access Easements. By the Easements reserved and granted herein, each Owner shall have a non-exclusive, reciprocal easement appurtenant to their respective Parcels, and a non-exclusive reciprocal easement burdening their respective Parcels for the benefit of all Parcels, for ingress and egress, including vehicular access, within the common driveway ("Driveway") shown and described in the Driveway, Parking and Landscape Plan attached hereto, and as more fully described herein.

4. Effect of Parking Easements. By the Easements reserved and granted herein, each Owner shall have a non-exclusive, reciprocal easement appurtenant to their respective Parcels, and a non-exclusive, reciprocal easement burdening their respective Parcels for the benefit of all Parcels, for vehicular parking, on a first-come, first-serve basis, within the common parking area ("Parking Spaces" or "Parking Area") shown and described in the Driveway, Parking and Landscape Plan attached hereto, and as more fully described herein.

5. Effect of Landscape Easements. By the Easements reserved and granted herein, each Owner shall have a non-exclusive, reciprocal easement appurtenant to their respective Parcels, and a non-exclusive, reciprocal easement burdening their respective Parcels for the benefit of all Parcels, for landscaping purposes in the common landscape area ("Landscape Area") shown and described in the Driveway, Parking and Landscape Plan attached hereto, and as more fully described herein.

6. Effect of Utility and Drainage Easements. By the Easements reserved and granted herein, each Owner shall have a non-exclusive, reciprocal easement appurtenant to their respective Parcels, and a non-exclusive, reciprocal easement burdening their respective Parcels for the benefit of all Parcels, for the installation, maintenance, and repair of utilities, including water lines, gas lines, telephone lines, sewer lines, electrical lines, and drainage facilities within the Easement Area, and for surface water drainage over the Easement Area. All utilities and drainage facilities shall be installed

and maintained below ground level (underground), except where the instrumentality of the particular utility is not amenable to underground installation (such as transformers, risers and surface drainage). No Owner shall use any easement herein, including the easement described in this Paragraph 6, in a manner which unreasonably interferes with any other Owner's use or enjoyment of its Parcel.

7. Easements Appurtenant to Parcels. The Easements provided for herein shall pass with the title to each Parcel. Every conveyance of an interest in any Parcel shall be deemed to have been made with reference to this Declaration, and shall be deemed to include the conveyance of an easement appurtenant to the Parcel being conveyed over the Easement Area, and the reservation of an easement over the Easement Area for the benefit of and appurtenant to all Parcels.

8. Use of Driveway, Parking and Landscape Area. The Driveway and Parking Spaces may be used for the benefit of the Owners and their customers, invitees, licensees and tenants, and the customers, invitees and licensees of their tenants; provided, however, that the use by any person of the Driveway and Parking Spaces must be connected with or be incidental to a lawful use of the Parcel to which the easement for such Driveway and Parking Spaces is appurtenant. Except as otherwise provided herein, no use or operation shall be made, conducted or permitted on or with respect to all or any portion of the Driveway that would impede the flow of traffic thereon. Parking of vehicles shall be within the designated Parking Spaces. No parking or standing of vehicles shall be allowed on the Driveway, and any Owner may cause vehicles left unattended on the Driveway to be towed therefrom. Landscape Areas are for the enjoyment of all Owners and their customers, invitees, licensees and tenants, and the customers, invitees and licensees of their tenants, and no Owner or any other person shall remove, damage, alter or harm the landscaping improvements within the Landscape Area without the consent of all Owners.

9. Restriction on Barriers. No walls, fences, or barriers of any sort or kind shall be constructed or maintained in the Easement Area or any portion thereof which shall prevent or impair the use or exercise of any of the easements described herein, or the free access and movement of pedestrian and vehicular traffic between the various Parcels, pursuant to the Driveway, Parking and Landscape Plan attached hereto; provided, however, reasonable traffic controls as may be necessary to guide and control the orderly flow of traffic may be installed so long as access to the parking areas of the Property are not closed or blocked, and so long as the traffic circulation pattern of the Easement Area, as shown in the Driveway, Parking and Landscape Plan attached hereto, is not changed or altered thereby.

10. Acceptance of Drainage Waters. Drainage waters from the Parcels are hereby accepted onto the Easement Area and into the privately owned and maintained drainage facilities located within the Easement Area. No structures, obstacles or other impediments shall be placed, maintained, or allowed to remain which would impair or impede the drainage waters from entering the private drainage facilities located within the Easement Area and being discharged onto the downstream Parcel(s).

11. Installation of Utilities. Installation of utilities by each Owner within the Easement Area shall be in compliance with all applicable local laws, ordinances, regulations, permits and approvals. Each Owner installing, repairing or maintaining such utilities shall do so with minimum disruption of the use of the Driveway, Parking and Landscape Areas, and shall give as much prior written notice to the other Owners as reasonably possible of the commencement and completion of such work. In no event shall access over the Driveway be

curtailed for any such utility work for more than 72 consecutive hours without the permission of all other Owners. The Owner on whose behalf the utility work is being conducted shall cause the Driveway, Parking Spaces, Landscaping and other utilities and improvements to be repaired and restored to their former condition upon the completion of such utility work. The Owner on whose behalf the utility work is being conducted shall obtain such public liability insurance and shall indemnify the other Owners from mechanic's and materialmen's liens, with respect to the installation and construction of the utility improvements, as provided in Paragraph 12 hereof. To the maximum extent possible, the respective Owners shall consult with one another and coordinate their respective utility installation plans so as to reasonably provide for the use of the Easement Area for the benefit of all Parcels, and so as to provide that the utilities for any one Parcel will not interfere with the utilities, use or enjoyment of the other Parcels.

12. Indemnity and Insurance for Construction. If any mechanic's or materialmen's lien is filed against any Parcel in connection with the installation, maintenance or repair of utilities within the Easement Area, the Owner on whose behalf such installation, maintenance or repair is being conducted shall cause such lien to be paid and discharged of record, or take such action as may be necessary to bond over and remove such lien prior to commencement of any action to foreclose such lien. Such Owner on whose behalf utilities are being installed shall obtain at its own expense, or cause its contractor to obtain, public liability insurance from an insurer in good standing and licensed to do business in California with a financial rating in the most recent edition of Best's of at least A:XI to cover any and all claims or liability for accidents, injury, death, loss or damage to any person or the property of any person, occurring on or about any Parcel and arising out of the course of installation and construction of utility improvements, which insurance shall name all Owners as additional insureds and shall have coverage limits of no less than \$1,000,000 for each individual and \$2,000,000 for each occurrence. Notwithstanding the foregoing obligation to obtain insurance coverage, each Owner on whose behalf the installation, maintenance or repair of utilities is being conducted shall indemnify, defend and hold the other Owners harmless from and against any loss, claim, liability or damage whatsoever arising out of such installation, maintenance or repair.

13. Maintenance of Driveway, Parking and Landscape Area. The Driveway, Parking and Landscape Area shall be maintained by the Owners in good condition and repair so that each Owner may enjoy the benefit of the easements described in this Declaration. One Owner (the "Managing Owner") may be designated from time to time to have responsibility to provide for and coordinate the maintenance, repair, reconstruction and replacement of the Driveway, Parking and Landscape Areas for the benefit of all Owners. Declarant shall be the Managing Owner, and shall remain as the Managing Owner until the earlier to occur on the date (a) Declarant has conveyed its interest in all Parcels or (b) Declarant resigns as Managing Owner, at which time the term of Declarant as Managing Owner shall expire. Thereafter, each Owner shall be responsible for the maintenance, repair, reconstruction and replacement of the Driveway, Parking Spaces and Landscape Area located on its respective Parcel in good condition and repair, unless the Owners of Parcel 3 and either Parcel 1 or Parcel 2 agree in writing to the selection of an Owner of a Parcel as the Managing Owner, and such Owner accepts such appointment in writing. Any such succeeding Managing Owner may resign at any time during its term upon 30 days notice to the remaining Owners. Successive Managing Owners may be appointed from time to time even though there may be periods of time during which no Managing Owner is designated and the Owners are therefore individually responsible for the

maintenance of the Driveway, Parking Spaces and Landscape Areas on their own Parcels. Nothing herein shall prevent the Owners from hiring professional management and maintenance personnel for the Easement Area, separate and apart from the provisions of this Declaration. Notwithstanding the foregoing, in the absence of a Managing Owner or failure of such Managing Owner to provide the necessary maintenance, repair, reconstruction and replacement, any Owner for the benefit of itself and the other Owners may undertake to cause any necessary and proper maintenance, repair, reconstruction and replacement of the Driveway, Parking and Landscape Areas, and such Owner shall be entitled to reimbursement from the other Owners for such Owner's out-of-pocket costs, as provided in Paragraph 14, below. Each Owner (including the Managing Owner, if applicable) undertaking to repair or replace any of the Driveway, Parking or Landscape Area improvements shall coordinate such work with the other Owners to provide for minimum disruption of the use of the Easement Area, shall cause such work to be completed in a good and workmanlike manner, shall comply with all applicable laws, ordinances, regulations, permits and approvals, and shall obtain such public liability insurance and hold the other Owners harmless from mechanic's liens in the same manner as required in Paragraph 12 hereof.

14. Reimbursement of Managing Owner and other Owners. The Managing Owner with respect to the entire Driveway, Parking and Landscape Area, or any individual Owner with respect to that portion of the Driveway, Parking and Landscape Area on such Owner's Parcel if no Managing Owner is then serving in such capacity, shall be entitled to be reimbursed for their actual out-of-pocket costs properly incurred in maintaining, repairing, reconstructing and replacing the Driveway, Parking and Landscape Area, excluding any general overhead or administrative expenses. Liability for reimbursement of such expenses shall be allocated between the Owners of the Parcels by a percentage based upon the building land area (footprint) for each Parcel as set forth in the allocation schedule attached hereto as Exhibit "C" and by this reference made a part hereof. Upon the commencement of construction of improvements on Parcel 3, the Owner of Parcel 3 shall provide such information as the Managing Owner shall reasonably require to determine the building land area (footprint) of the improvements on Parcel 3. The Managing Owner shall then revise the expense allocation schedule based upon the building land area (footprint) for each Parcel and send written notice thereof to each Owner. If an Owner objects to the revised expense allocation schedule, such Owner shall send a written notice to each Owner of such Owner's objection within ten (10) days of receipt of the revised expense allocation schedule, and within thirty (30) days thereafter, the Owners shall mutually agree upon a revised expense allocation schedule. If no objection is received by the Managing Owner to the Managing Owner's notice of the revised expense allocation schedule within the period set forth above, such revised expense allocation schedule shall be effective upon the issuance of a certificate of occupancy by the City of Riverside with respect to the Parcel 3 improvements. The Managing Owner, or each individual Owner in the event no Managing Owner is appointed or serving in such capacity, may bill the other Owners according to their allocation for reimbursement as the expenses are incurred (but not more than once per calendar month nor less than once per calendar year), and shall provide such invoices, receipts or other documentation of such expenses as may reasonably be requested. Such bill shall be due and payable within 15 days of receipt, and if not paid within 30 days of receipt shall bear interest from the date of the bill at the lesser of 18% per annum or the maximum rate allowed by law. The Managing Owner, or any other Owner entitled to reimbursement pursuant to this Paragraph, shall have the right to enforce the provisions hereof for reimbursement by any and all remedies available at law or in equity, including filing suit, obtaining a judgment in court and enforcing collection thereof in

any manner provided by law, including obtaining a judgment lien against the property of the Owner in default and foreclosing on such judgment lien. Alternatively, any such claim for reimbursement which is delinquent, together with interest due thereon, may become a secured right without first obtaining a judgment, and a lien therefor may attach to the Parcel owned by the defaulting Owner, effective upon recording of a Notice of Default and Claim of Lien in the Recorder's Office of Riverside County, State of California, signed and certified, stating the amount due, the name of the Owner and the legal description of the Parcel owned by such defaulting Owner. All such liens shall be subordinate to any and all mortgages or deeds of trust now or hereafter covering any Parcel or portion thereof, and any purchaser at any foreclosure or trustee's sale (as well as any grantee by deed in lien of foreclosure or trustee's sale) under any such mortgage or deed of trust shall take title free and clear from any such then existing lien, but otherwise subject to the provisions of this Declaration. The Managing Owner shall not be liable to any other Owner and each Owner releases the Managing Owner for any loss, cost, claim or liability resulting in any manner from the Managing Owner acting in such capacity hereunder, except where solely caused by the gross negligence or willful misconduct of the Managing Owner, its agents or employees.

15. Insurance for Easement Area. Each Owner shall reimburse the Managing Owner or otherwise pay for all costs of repairing any damage to the Driveway, Parking and Landscape Areas, other than normal wear and tear, caused by the negligence or willful misuse of the Driveway, Parking or Landscape Area by such Owner or its customers, invitees, licensees or tenants, or by the customers, invitees or licensees of its tenants. Throughout the term of this Declaration, each Owner shall provide and maintain at its own cost and expense, public liability insurance against any and all claims or liability for personal injury, death or property damage occurring upon or arising out of the use, operation, maintenance or condition of the Easement Area located within the boundaries of their respective Parcels. The limits of liability coverage of such insurance shall not be less than \$1,000,000 for each individual and \$2,000,000 for each occurrence, and each policy shall name the other Owners as additional insureds. Such liability insurance shall be written by an insurer in good standing and licensed to do business in California with a financial rating in the most recent edition of Best's of at least A:XI. All such insurance policies shall expressly waive any right of subrogation which the insurer of a party may acquire against the other party by virtue of the payment of any loss covered by such insurance, to the extent such waiver clause or endorsement is available. Each Owner shall provide the other Owners upon request with copies of a certificate or other evidence of such insurance prior to the expiration of any existing coverage which shall provide that the insurance shall not be cancelled, modified or nonrenewed except upon at least ten (10) days' prior written notice to the other Owners. Each Owner shall also provide the other Owners with copies of any notice of cancellation of such insurance.

16. Building Upkeep and Maintenance. Each Owner shall, at its own cost and expense, provide for appropriate and timely repair, reconstruction, upkeep and maintenance of the exterior of the buildings, driveways, landscaping and other improvements located on such Owner's Parcel and outside of the Easement Area, to assure that the remainder of the Parcel (outside of the Easement Area) is also maintained in good condition and repair and retains at all times the appearance of a first-class industrial park.

17. Taxes and Assessments. Each Owner shall pay prior to delinquency all real estate taxes, assessments, and other charges which may be levied, assessed, or charged against its Parcel or any part thereof, including all portions of such Parcel

within the Easement Area and which are subject to the easements described herein.

18. Rights and Obligations Run with the Land. The rights and obligations set forth in this Declaration shall run with the land and shall be binding upon and inure to the benefit of Declarant and its successors and assigns with respect to each Parcel or portion thereof, and every conveyance of an interest in any Parcel shall be deemed to have been made subject to and incorporating the terms of this Declaration, provided, however, neither Declarant nor any successive owner of a Parcel or portion thereof shall be liable or responsible for any obligation under this Declaration accruing after the conveyance or transfer of their ownership of such Parcel or portion thereof, except for such obligations arising prior to such conveyance or transfer of ownership.

19. Additional Documents. To further implement this Declaration, each Owner agrees to and shall execute and deliver such deeds and other instruments as may be necessary or proper to grant or otherwise establish or confirm the easements described in this Declaration and the provisions hereof.

20. Attorney's Fees. The prevailing party in any action to enforce or interpret the terms of this Declaration, or any portion thereof, shall be entitled to an award of reasonable attorneys fees and legal costs incurred in such action, in addition to all other remedies to which such party may be entitled. In the event that the party entitled to the award of such attorneys fees and legal costs has successfully obtained a judgment for the nonpayment of Driveway, Parking or Landscape Area maintenance and repair expenses, then such judgment shall include the reasonable attorneys fees and legal costs awarded in such action.

21. Waiver. The waiver of, or failure to enforce, any breach or violation of any provisions of this Declaration shall not be deemed to be a waiver of the right to enforce any subsequent breach or violation of that provision or any other provision of this Declaration.

22. Severability. Invalidation of any one of the provisions of this Declaration, or any part or parts thereof, shall not affect any of the other provisions of this Declaration, or any part or parts thereof, which shall remain in full force and effect to the greatest extent possible.

23. Amendments. Subject to the provisions of Paragraph 28 hereof, this Declaration may be amended or modified at any time by recording in the Official Records of the County where the property described herein is situated, an instrument in writing reciting such amendment or modification, and bearing the acknowledged signatures of the (a) Owners of Parcel 3 and either Parcel 1 or Parcel 2 so long Declarant is an Owner of Parcel 1, 2 or 3, and (b) the Owners of Parcels 1, 2 and 3 if Declarant is not the Owner of Parcel 1, 2 or 3.

24. No Dedication. The provisions hereof are not intended to and shall not constitute a dedication for public use, and the rights and easements herein created are private and for the benefit only of the parties hereto and their successors and assigns.

25. Interpretation. The laws of the State of California shall govern the interpretation, validity, performance and enforcement of this Declaration.

26. Captions. The captions used herein at the beginning of paragraphs are for convenience only, and shall not

be used to interpret nor substitute for the text of this Declaration.

27. Mortgagees. Nothing herein shall impose any liability or obligation upon the holder of any mortgage or deed of trust now or hereafter encumbering any Parcel, or any part thereof, which was made in good faith and for value, provided, however, the provisions hereof shall apply to and be binding upon any such holder who acquires ownership of any such property whether by foreclosure or deed in lieu of foreclosure. No breach or violation of any provision hereof shall defeat or render invalid the lien of any mortgage or deed of trust now or hereafter encumbering any Parcel, or any part thereof, which was made in good faith and for value.

28. Rights of City of Riverside. The City of Riverside, California shall have the right to enforce the provisions of this Declaration with respect to the continuation of the easements described herein and maintenance thereof, and any amendment of this Declaration adversely affecting the easements described herein or maintenance thereof shall require the approval of the City Council of the City of Riverside, California.

29. Prior Covenants, Conditions and Restrictions for Private Street and Utility Easements. As of the date hereof, the Property is encumbered by that certain Covenant, Agreement and Declaration of Restrictions, dated July 7, 1988 and recorded on July 8, 1988, as Instrument No. 190058 in the Official Records of Riverside County, California as supplemented by that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Private Street and Utility Easements, dated as of September 15, 1988 and recorded on September 15, 1988 as Instrument No. 267045 in the Official Records of Riverside County, California (the "Private Street Declaration"). The Private Street Declaration contains various obligations with respect to the use, operation and maintenance of portions of the Property, including, without limitation, obligations relating to the Driveway and to utility and drainage facilities.

Under the terms and conditions of the Private Street Declaration, the Owners may be responsible under certain circumstances for certain reimbursement obligations, the procedures and allocations for which are set forth in the Private Street Declaration. Notwithstanding anything to the contrary contained in the Private Street Declaration, should the Owners have a reimbursement obligation under the terms of the Private Street Declaration, the amount of such reimbursement obligation shall be allocated among the Owners in accordance with the procedures and allocations provisions set forth in Paragraph 14 of this Declaration.

30. Declaration Effective upon Recordation. This Declaration shall only be effective upon its recordation in the Official Records of the County where the Property described herein is located, which recordation shall take place in

connection with the legal subdivision of the Property into  
Parcels 1, 2 and 3 of Parcel Map 24869.

IN WITNESS WHEREOF, the Declarant has executed this  
Declaration as of the day and year first written above.

DECLARANT:

GATX REALTY CORPORATION, a Delaware  
corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_ )  
  ) ss.  
County of \_\_\_\_\_ )

On this the \_\_\_\_ day of \_\_\_\_\_ 1991, before me,  
the undersigned, Notary Public in and for the State and County  
aforesaid, personally appeared \_\_\_\_\_ personally  
known to me (or proved to me on the basis of satisfactory  
evidence) to be the person who executed the within instrument on  
behalf of GATX Realty Corporation, a Delaware corporation, and  
acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public in and for the  
State of \_\_\_\_\_

State of \_\_\_\_\_ )  
  ) ss.  
County of \_\_\_\_\_ )

On this the \_\_\_\_ day of \_\_\_\_\_ 1991, before me,  
the undersigned, Notary Public in and for the State and County  
aforesaid, personally appeared \_\_\_\_\_ personally  
known to me (or proved to me on the basis of satisfactory  
evidence) to be the person who executed the within instrument on  
behalf of GATX Realty Corporation, a Delaware corporation, and  
acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

(SEAL)






\_\_\_\_\_  
Notary Public in and for the  
State of \_\_\_\_\_

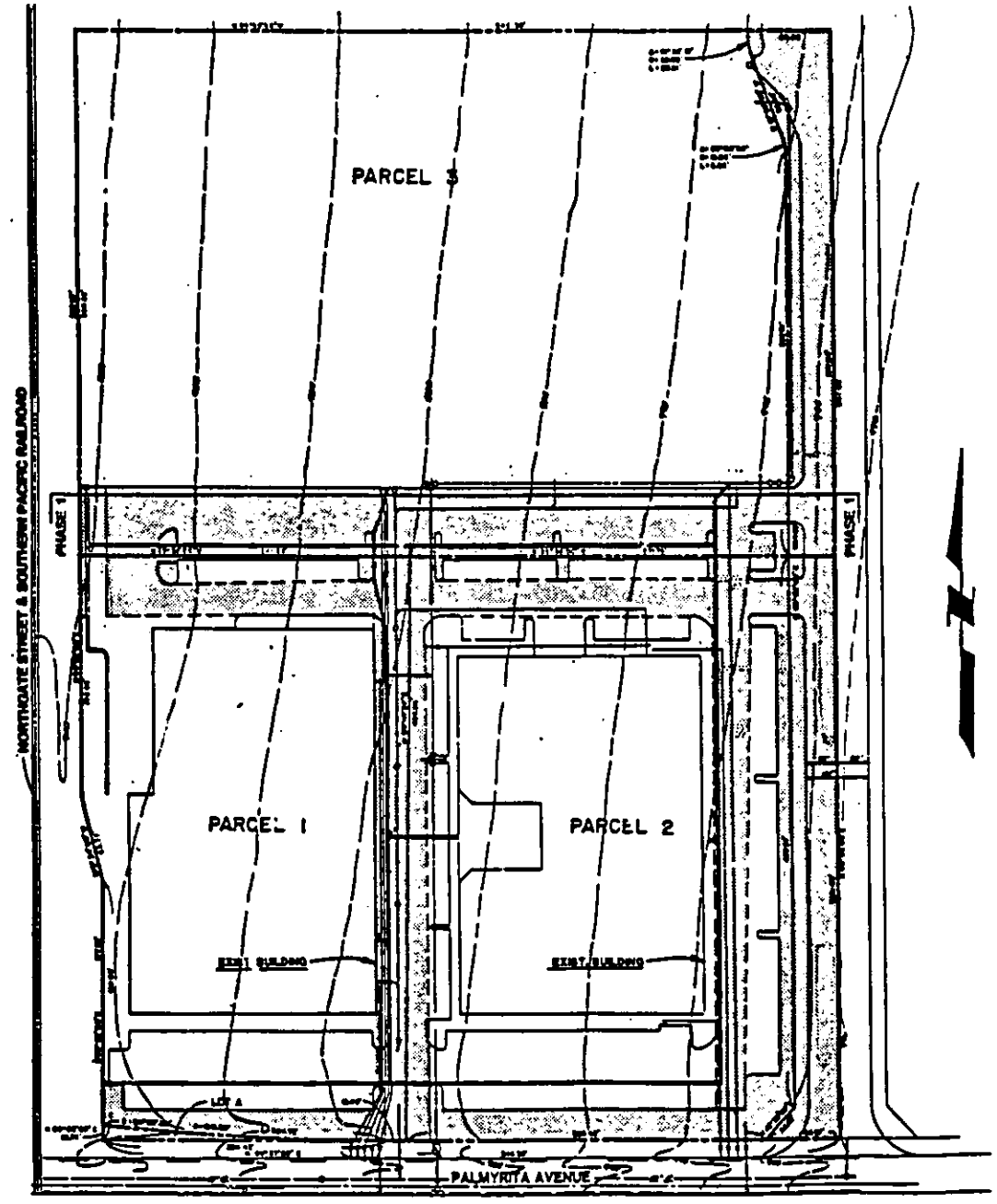


LIST OF EXHIBITS  
TO DECLARATION

- A. Easement Area over all Parcels
- B. Driveway, Parking and Landscape Plan for Easement Area
- C. Allocation of Expenses among Parcels by percentage based upon the building land area (footprint) for each Parcel

LEGEND:

-  - INDICATES NON-EXCLUSIVE EASEMENT LIMITS.
-  - INDICATES PROJECT BOUNDARIES.
-  - INDICATES PARCEL/LOT BOUNDARIES
-  - INDICATES FUTURE IMPROVEMENTS.
-  - INDICATES EASEMENT BOUNDARIES



NOTE: ALIGNMENT OF ALL EASEMENTS ARE PARALLEL TO OR NORMAL TO ALL EXISTING IMPROVEMENTS

**EXHIBIT "A"**  
ENTIRE PRIVATE NON-EXCLUSIVE EASEMENT

**RICK ENGINEERING COMPANY**  
 CIVIL ENGINEERS · SURVEYORS · PLANNER

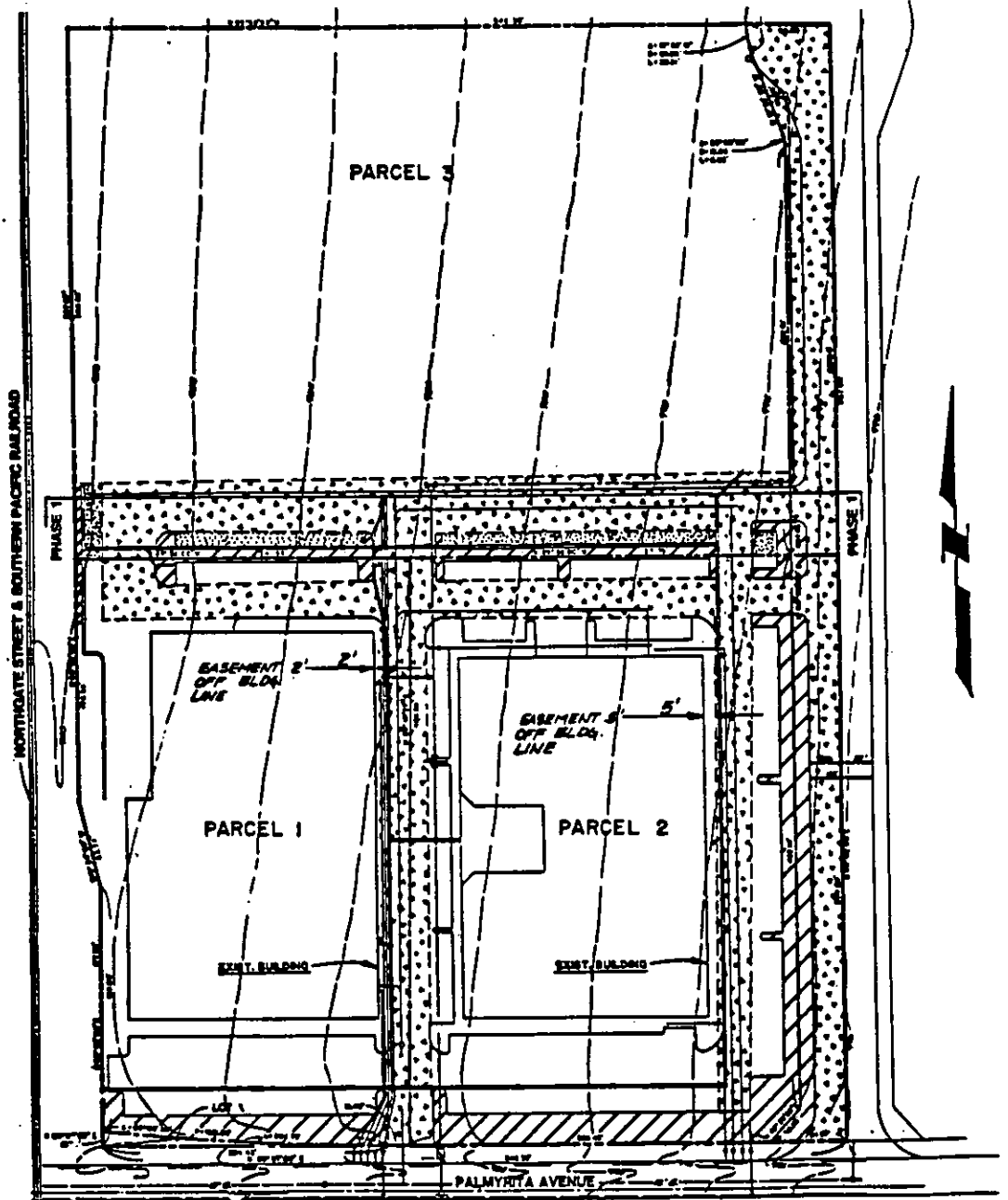
8180 CHICAGO AVE., SUITE 100, RIVERSIDE, CA 92506

PROJECT NUMBER 10743-A

SCALE: 1" = 100' DATE: 3/21/91

**LEGEND:**

- /// INDICATES LIMITS OF LANDSCAPING, DRAINAGE & UTILITY PORTION OF EASEMENT.
- ▨ INDICATES LIMITS OF PARKING DRAINAGE & UTILITY PORTION OF EASEMENT.
- INDICATES INGRESS, EGRESS, DRAINAGE & UTILITY PORTION OF EASEMENT.
- INDICATES FUTURE IMPROVEMENTS.
- INDICATES EASEMENT BOUNDARIES



NOTE: ALIGNMENT OF ALL EASEMENTS ARE PARALLEL TO OR NORMAL TO ALL EXISTING IMPROVEMENTS.

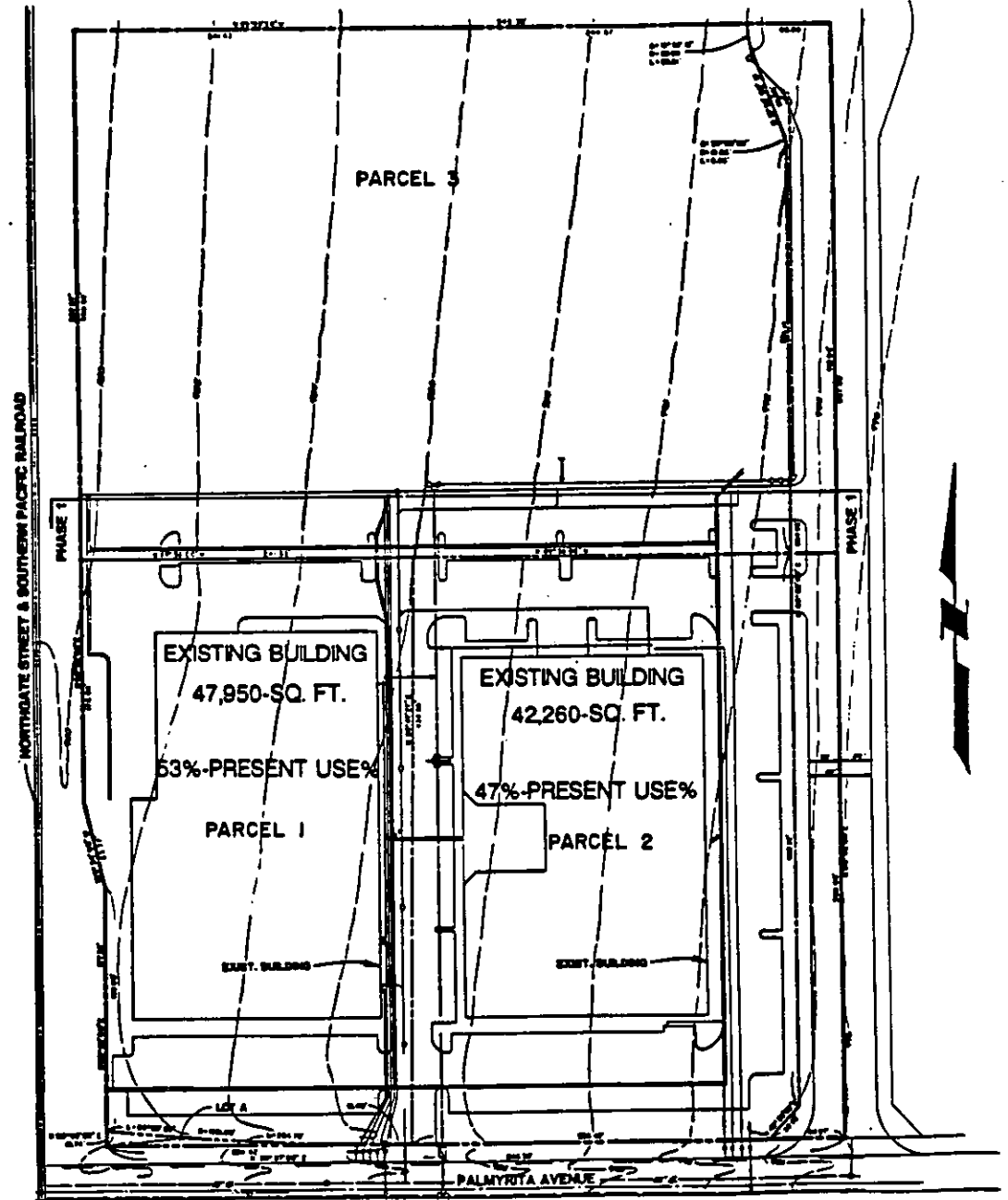
**EXHIBIT "B"**

LIMITS OF LANDSCAPING, PARKING  
AND ACCESS PORTIONS OF  
NON-EXCLUSIVE EASEMENT.

**RICK ENGINEERING COMPANY**  
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8180 CHICAGO AVE., SUITE 100, RIVERSIDE, CA 92506

PROJECT NUMBER 10743-4



NOTE: UNTIL SUCH TIME AS BUILDING PERMITS ARE ISSUED ON PARCEL 3 , PRESENT USE PERCENTAGES ARE TO BE USED IN LIABILITY CALCULATIONS. FUTURE PERCENTAGES TO BE DETERMINED AFTER FUTURE BUILDING PERMITS ARE ISSUED. BUILDING SQUARE FOOTAGES WILL BE THE DETERMINING FACTORS.

**EXHIBIT "C"**  
 LIABILITY FOR REIMBURSEMENT OF IMPROVEMENTS

**RICK ENGINEERING COMPANY**  
 CIVIL ENGINEERS · SURVEYORS · PLANNER

8180 CHICAGO AVE., SUITE 100, RIVERSIDE, CA 92504

PROJECT NUMBER 10743-4

DATE: 3-21-91