

WHEN RECORDED MAIL TO  
CHICAGO TITLE COMPANY

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

Project: Parcel Map 27371

RECEIVED FOR RECORD  
AT 2:00 O'CLOCK

DEC 28 1992

Recorded in Official Records  
of Riverside County, California

Recorder  
Fees \$

*W. J. [Signature]*

AMENDMENT TO COVENANT AND AGREEMENT  
ESTABLISHING EASEMENTS FOR INGRESS  
AND EGRESS, UTILITIES AND DRAINAGE

46-5  
7

THIS AMENDMENT is made and entered into this 23rd day of July, 1992, by IOWA CORPORATE CENTER, LTD., III, a California Limited Partnership, hereinafter referred to as "Declarant", with reference to the following facts:

A. Declarant is the fee owner of the real property (the "Property") located in the City of Riverside, County of Riverside, State of California, described as follows:

Parcels 1 and 2 of Parcel Map 27371 as shown by map on file in Book 175 of Parcel Maps, at Pages 45 and 46 thereof, records of Riverside County, California.

B. To meet conditions of approval imposed by the City of Riverside (the "City"), Declarant was required to establish access for ingress and egress, and private waterline, sewer and utility easements to Parcel 2 across Parcel 1 of the Property, as well as provide a covenant and agreement stipulating that prior to issuance of any building permit, each parcel shall pay its proportionate share of the cost of regional infrastructure required by the Hunter Park Specific Plan and proposed for inclusion in the Hunter Business Park Assessment District. Declarant met said condition by executing the Declaration of Covenant and Agreement Establishing Easements for Ingress and Egress, Utilities and Drainage dated April 24, 1992 (the "Declaration"). The Declaration was recorded May 15, 1992 as Instrument No. 177993, Official Records of Riverside County, California.

C. Declarant now desires to amend the Declaration by amending Paragraph 2 (a) to delete reference to nonexclusive easements for parking on, over and across the Common Areas of each parcel of Parcel Map 27371 for the use and benefit of and as an easement appurtenant to the remaining parcel.

by request as all accreditation 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.

492018

DESCRIPTION APPROVAL 11/24/92  
*George P. Hetch*  
SURVEYOR, CITY OF RIVERSIDE

CA 321

6-9-92  
VTP 448

D. Paragraph 8 of the Declaration provides that it shall not be amended or modified except upon the written consent of all of the owners of the Property and subject to the prior written approval of the City Council of City.

NOW, THEREFORE, subject to the prior written approval of the City Council of the City of Riverside, California, Declarant hereby declares as follows:

1. Subparagraph (a) of Paragraph 2 of the Declaration of Covenant and Agreement Establishing Easements for Ingress and Egress, Utilities and Drainage dated April 24, 1992 and recorded May 15, 1992 as Instrument No. 177993, Official Records of Riverside County, California, is hereby amended in its entirety to read as follows in order to eliminate any nonexclusive easements for parking:

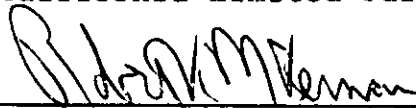
"(a) Declarant hereby establishes and grants nonexclusive easements for pedestrian and vehicular ingress and egress on, over and across the common areas of Parcels 1 and 2 of Parcel Map 27371, and as each such parcel may be reconfigured for the use and benefit of and as an easement appurtenant to the other Parcel. The driveways and walkways shall be installed on each parcel in accordance with plans approved by the City of Riverside in connection with the issuance of a Building Permit for such Parcel."

2. All other terms, conditions and provisions of the Declaration of Covenant and Agreement Establishing Easements for Ingress and Egress, Utilities and Drainage dated April 24, 1992 and recorded May 15, 1992 as Instrument No. 177993, Official Records of Riverside County, California, shall remain in full force and effect.

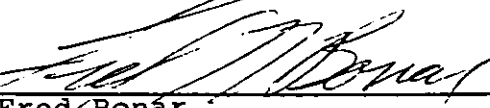
IN WITNESS WHEREOF, Declarant has caused this Amendment to be duly executed the day and year first above written.

IOWA CORPORATE CENTER, LTD., III,  
a California Limited Partnership

By

  
Robert McKernan  
General Partner

By

  
Fred Bonar  
General Partner

NOTARY ACKNOWLEDGMENT

492018

State of California)

SS

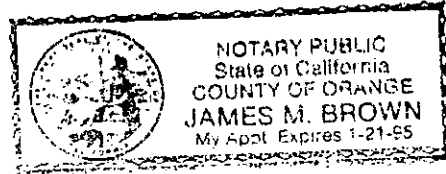
County of Orange )

On July 23, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert K. McKernan and Fred N. Bonar, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons that executed the within instrument as General Partners on behalf of Iowa Corporate Center, Ltd. - III, the Partnership therein named and acknowledged to me that the partnership executed it.

WITNESS MY HAND AND OFFICIAL SEAL

Signature

*James M. Brown*



492018

CONSENT TO AMENDMENT

Coventry Associates Limited Partnership, a Nevada Limited Partnership, as Assignee of the Beneficial Interest under Deed of Trust recorded May 29, 1990, as instrument Number 193363 of Official Records, by way of Assignment of Beneficial Interest recorded December 17, 1990 as Instrument Number 454533 of official records, hereby approves and consents to the within Amendment amending Paragraph 11) of Paragraph 1 of the Declaration of Covenant and Agreement Establishing Easements for Increase in Access, Utilities and Drainage dated April 11, 1991 and recorded May 15, 1991, as Instrument No. 477993, Official Records of Orange County, California.

August 4, 1992

Coventry Associates Limited Partnership

By: John D. Joseph, General Partner  
JOHN D. JOSEPH

NOTARY ACKNOWLEDGMENT

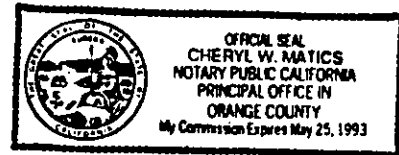
STATE OF CALIFORNIA

COUNTY OF ORANGE

On August 4, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared John D. Joseph, known to me to be the person named in the within instrument as General Partner in the Coventry Associates Limited Partnership, who personally identified himself and acknowledged to me that the within instrument executed by him.

WITNESS MY HAND AND OFFICIAL SEAL

Notary Public Ceryl W. Matics



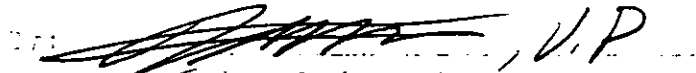
492018

CONSENT TO AMENDMENT

Marcus & Millonada Pension Ventures, Beneficiary under that certain Decree of Trust recorded May 19, 1992, as Instrument Number 177992, Official Records of Riverside County, hereby approves and consents to the within Amendment amending Subparagraph a) of Paragraph 1 of the Declaration of Covenant and Agreement Establishing Easements for Ingress and Egress, Utilities and Drainage dated April 1, 1992 and recorded May 10, 1992, as Instrument No. 177993, Official Records of Riverside County, California.

Date: 7/28/92

Marcus & Millonada Pension Ventures

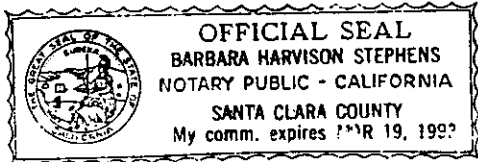
By:  V.P.  
John Eudy, Vice President

State of California

County of Orange

On July 28, 1992, before me, a Notary Public in and for said State, person(s) appeared, John D. Eudy, person(s) 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 individual capacities, 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



  
Notary Public



June 9, 1992

JOHN WOODHEAD  
City AttorneyTo the Mayor and City Council  
of the City of RiversideRe: Consent to Amendment to Covenant and Agreement  
Establishing Easements for Ingress and Egress,  
Utilities and Drainage - Parcel Map 27371

Parcel Map 27371 involved the division of approximately 3.05 acres generally located at 1180 Palmyrita Avenue into two parcels for industrial purposes. As a condition to the approval of Parcel Map 27371, the property owner was required to establish ingress and egress, and private waterline, sewer and utility easements to Parcel 2 across Parcel 1. In addition, the owner was required to provide a covenant and agreement stipulating that prior to issuance of any building permit, each parcel shall pay its proportionate share of the cost of regional infrastructure required by the Hunter Park Specific Plan and proposed for inclusion in the Hunter Business Park Assessment District.

The owner, Iowa Corporate Center, Ltd., III, a California Limited Partnership, met the above conditions by preparing and executing a Declaration of Covenant and Agreement Establishing Easements for Ingress and Egress, Utilities and Drainage dated April 24, 1992 (the "Declaration"). The Declaration was then recorded on May 15, 1992 as Instrument No. 177993, Official Records of Riverside County, California.

In addition to establishing the easements required by the City for the approval of Parcel Map 27371, the Declaration also grants and establishes nonexclusive easements for parking on, over and across the common area of both parcels for the use and benefit of and as an easement appurtenant to the remaining parcel. The owner has now advised that the lender for the property has objected to the inclusion of the common area parking easements. Consequently, the owner desires to amend the Declaration to delete reference to the parking easements. However, in order to record the Amendment to the Declaration, the owner must first obtain the consent of the City Council.

As the parking easements are not a required condition to the approval of Parcel Map 27371, neither this office nor the Planning Department has any objections to the proposed amendment.

JUN. 9 1992  
V777P446

CITY OF RIVERSIDE

INTEROFFICE MEMO

RECEIVED  
JUN 18 1992

Karen E. Lindquist  
CITY CLERK

TO: Kelly Barnes  
Office of City Clerk

DATE: June 18, 1992

FROM: Barbara Purvis *BP*  
Acting City Attorney

SUBJECT: DECLARATION OF COVENANT AND AGREEMENT ESTABLISHING  
EASEMENTS FOR INGRESS AND EGRESS, UTILITIES AND  
DRAINAGE - PARCEL MAP 27371 - OUR FILE NO. CA92-173

With respect to the above-referenced document executed by Iowa Corporate Center, Ltd., III, a California limited partnership, on April 24, 1992 and recorded on May 15, 1992 as Instrument No. 177993, Official Records of Riverside County, California, the Declaration is acceptable. Apparently I failed to stamp the document as approved as to form before I mailed it to the title company for recordation.

Thank you for bringing this to my attention.

By a copy of this memorandum, the Public Works Department and the Planning Department are being advised that the recorded document was acceptable to the City Attorney's Office as meeting the conditions of approval for Parcel Map 27371.

BP/0507M/jm

cc: Public Works Department  
Planning Department



Recording Requested By  
RECORDING REQUESTED  
AND WHEN RECORDED MAIL TO:

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

Project: Parcel Map 27371

RECEIVED FOR RECORD  
AT 2:00 O'CLOCK

MAY 15 1992

Recorded in Official Records  
of Riverside County, California

Recorder  
Fees \$ 32

DECLARATION OF COVENANT AND AGREEMENT ESTABLISHING  
EASEMENTS FOR INGRESS AND EGRESS,  
UTILITIES AND DRAINAGE

THIS DECLARATION OF COVENANT AND AGREEMENT is made and entered into this 24th day of April, 1992, by IOWA CORPORATE CENTER, LTD., III, a California Limited Partnership, hereinafter referred to as "Declarant", with reference to the following facts:

A. Declarant is the fee owner of the real property (the "Property") in the City of Riverside, County of Riverside, State of California, described as follows:

Parcels 1 and 2 of Parcel Map 27371 as shown by map on file in Book 175 of Parcel Maps, at Pages 45 and 46 thereof, records of Riverside County, California.

B. The Property consists of approximately 3.05 acres generally located at 1180 Palmyrita Avenue, Riverside, California.

C. As a condition of approval for Parcel Map 27371 imposed by the City of Riverside (the "City"), declarant must establish access for ingress and egress, and private waterline, sewer and utility easements to Parcel 2 across Parcel 1 of the Property.

D. As a further condition of approval for Parcel Map 27371, declarant must provide a covenant and agreement subject to the City Attorney's approval stipulating that prior to issuance of any building permit, each parcel shall pay its proportionate share of the cost of regional infrastructure required by the Hunter Park Specific Plan and proposed for inclusion in the Hunter Business Park Assessment District.

E. Declarant intends by this document to comply with the conditions above noted and to impose upon the Property mutually beneficial restrictions, conditions, covenants and agreements for the benefit of the Property and the improvements to be constructed thereon, and the future owners of each of the Parcels of the Property, and for the same purpose to reserve and grant easements over portions of the Property.

DESCRIPTION APPROVAL: 5/8/92  
George P. Hutchinson  
SUPERVISOR

32  
9

BR

177993

177993

234528-67

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 the Property, and to comply with certain conditions imposed by the City of Riverside for the approval of Parcel Map 27371. All of the covenants, conditions, limitations, restrictions and easements shall run with the land, shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the Property or any Parcel 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 Declarants of a Parcel of the Property shall be and hereby is deemed to incorporate by reference all of 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 and equitable servitudes contained herein.

1. Definitions. In addition to the definitions hereinbefore set forth, the following words or phrases when used in this 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 be constructed pursuant to plans approved by the City and building permits issued therefor.

(b) "Common Area" shall mean all the area of Parcels 1 and 2 other than Building Areas.

(c) "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 shall be deemed the Owner of all unsold or retained Parcels until Declarant shall have executed or caused to be recorded 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.

(d) "Parcel" or "Parcels" shall mean the Parcel or Parcels of the Property hereinabove described.

2. Establishment of Easements.

(a) Declarant hereby establishes and grants nonexclusive easements for pedestrian and vehicular ingress and egress and for parking on, over, and across the common areas of Parcels 1 and 2 of Parcel Map 27371, and as each such parcel may be

reconfigured, for the use and benefit of and as an easement appurtenant to the other Parcel. The driveways, walkways and parking areas shall be installed on each parcel in accordance with plans approved by the City of Riverside in connection with the issuance of any Building Permit for such Parcel.

(b) The following described easement for sewer, utility and private water service purposes are hereby established for the use and benefit of and as an easement appurtenant to Parcel 2:

(i) Utility and Water Easement. That portion of Parcel 1 of Parcel Map No. 27371 recorded in Book 175, Pages 45-46 of Parcel Maps, Riverside County records, lying within a strip of land 20 feet in width running from the north line of said parcel to the South line thereof, the Easterly line of which being the Easterly line of said parcel.

(ii) Sewer Easement. That portion of Parcel 1 of Parcel Map 27371 recorded in Book 175, Pages 45-46 of Parcel Maps, Riverside County Records, lying within a strip of land 20 feet in width running from the North line of said parcel to the South line thereof, the westerly line of which being parallel and 23 feet Eastward of the West line of said parcel.

(c) The easements hereinabove granted or established, and as may be depicted on Exhibit "A", shall include all rights necessary and proper for the installation, construction, maintenance, repair, replacement and use of sewer, electricity, water, gas, telephone, cable television, storm drains and other utilities required for industrial and office uses. The cost of repair of the driveways, parking areas and landscaped areas due to the installation, construction, repair or maintenance of private utility to serve any Parcel of the Property shall be borne exclusively by the Owner of such Parcel being served.

3. Infrastructure Costs.

Prior to issuance of building permits for each of the Parcels constituting the Property, each parcel shall bear its proportionate share of the cost of the regional infrastructure required by the Hunter Business Park Specific Plan and proposed for inclusion in the Hunter Business Park Assessment District.

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 Dec grant that this document shall be strictly limited to and for the purposes 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 in a written or recorded map, agreement, deed

DESCRIPTION APPROVAL: 5/8/92  
George P. Hutchinson

or (redemption) as a matter of permission, and subject to the control of the Owner(s). Notwithstanding any other provision herein to the contrary, the Owner (s) 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 a prescriptive easement and shall occur at such time as to have a minimum effect of 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 Parcels 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 the Property.

### 7. Mutuality, Reciprocity, Run With Land.

All of the provisions contained herein are made for the direct, mutual and reciprocal benefit of each and every Parcel 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 and create reciprocal right and obligations among the respective Owners of all the Parcels, and priority 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. 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 of any portion thereof, upon the written consent of all of 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.

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 the Property, and to comply with certain conditions imposed by the City of Riverside for the approval of Parcel Map 27371. All of the covenants, conditions, limitations, restrictions and easements shall run with the land, shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the Property or any Parcel 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 Declarants of a Parcel of the Property shall be and hereby is deemed to incorporate by reference all of 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 and equitable servitudes contained herein.

1. Definitions. In addition to the definitions hereinbefore set forth, the following words or phrases when used in this 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 be constructed pursuant to plans approved by the City and building permits issued therefor.

(b) "Common Area" shall mean all the area of Parcels 1 and 2 other than Building Areas.

(c) "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 shall be deemed the Owner of all unsold or retained Parcels until Declarant shall have executed or caused to be recorded 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.

(d) "Parcel" or "Parcels" shall mean the Parcel or Parcels of the Property hereinabove described.

2. Establishment of Easements.

(a) Declarant hereby establishes and grants nonexclusive easements for pedestrian and vehicular ingress and egress and for parking on, over, and across the common areas of Parcels 1 and 2 of Parcel Map 27371, and as each such parcel may be

RECORDS MEMO: Legibility of writings.  
 Typing of Printing UNSATISFACTORY  
 In this document when received For Record.

reconfigured, for the use and benefit of and as an easement appurtenant to the other Parcel. The driveways, walkways and parking areas shall be installed on each parcel in accordance with plans approved by the City of Riverside in connection with the issuance of any Building Permit for such Parcel.

(b) The following described easement for sewer, utility and private water service purposes are hereby established for the use and benefit of and as an easement appurtenant to Parcel 2:

(i) Utility and Water Easement. That portion of Parcel 1 of Parcel Map No. 27371 recorded in Book 175, Pages 45-46 of Parcel Maps, Riverside County records, lying within a strip of land 20 feet in width running from the north line of said parcel to the South line thereof, the Easterly line of which being the Easterly line of said parcel.

(ii) Sewer Easement. That portion of Parcel 1 of Parcel Map 27371 recorded in Book 175, Pages 45-46 of Parcel Maps, Riverside County Records, lying within a strip of land 10 feet in width running from the North line of said parcel to the south line thereof, the westerly line of which being parallel and 33 feet Easterly of the West line of said parcel.

(c) The easements hereinabove granted or established, and as may be depicted on Exhibit "A", shall include all rights necessary and proper for the installation, construction, maintenance, repair, replacement and use of sewer, electricity, water, gas, telephone, cable television, storm drains and other utilities required for industrial and office uses. The cost of repair of the driveways, parking areas and landscaped areas due to the installation, construction, repair or maintenance of a private utility to serve any Parcel of the Property shall be borne exclusively by the Owner of such Parcel being served.

3. Infrastructure Costs.

Prior to issuance of building permits for each of the Parcels constituting the Property, each parcel shall bear its proportionate share of the cost of the regional infrastructure required by the Hunter Business Park Specific Plan and proposed for inclusion in the Hunter Business Park Assessment District.

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 purposes 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

DESCRIPTION APPROVAL: 5, 8, 92  
George P. Hutchinson

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 (s) 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 a prescriptive easement and shall occur at such time as to have a minimum effect of 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 Parcels 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 the Property.

7. Mutuality, Reciprocity, Run With Land.

All of the provisions contained herein are made for the direct, mutual and reciprocal benefit of each and every Parcel 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 and create reciprocal rights and obligations among the respective Owners of all the Parcels, and privity of contract and estate among all grantees of the Parcels, their successors and assigns in interest. In addition, each of the provisions hereof shall operate as covenants running with the land for the benefit of the Property and each Parcel 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. 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 of any portion thereof, upon the written consent of all of 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.

9. Attorney's Fees.

In the event of any controversy, claim or dispute between one or more Owner concerning their respective rights or obligations under this instrument, the prevailing party shall be entitled to recover from the losing Owner(s) reasonable expenses, attorney's fees and costs.

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

IOWA CORPORATE CENTER, LTD. III  
A California Limited Partnership

By [Signature]  
ROBERT MCKERNAN  
General Partner

By [Signature]  
FRED BONAR  
General Partner

NOTARY ACKNOWLEDGMENT

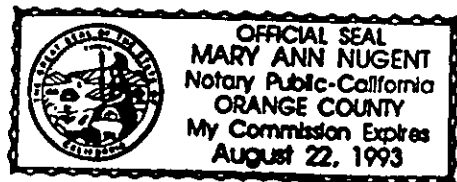
177993

State of California) )  
County of Orange ) ss

On April 24, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert K. McKernan and Fred N. Bonar, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons that executed the within instrument as General Partners on behalf of Iowa Corporate Center, Ltd.-III, the Partnership therein named and acknowledged to me that the partnership executed it.

WITNESS MY HAND AND OFFICIAL SEAL

Signature Mary Ann Nugent





FD 5PK. R. WASHER  
RCE 22800 006 W'LY  
80.04 W'LY OF LINE

ACCEPT AS POINT ON  
E OF N-S IR

2645.30' - N 89° 51' 30" W

1772.00'

211.84' N 89° 51' 30" W

FALMYRTIA AVENUE

DRIVEWAY  
OPENING

EASEMENT FOR PROPERTY TO WEST  
IS TITLE REPORT AS FOLLOWS:  
EASEMENT INGRESS & EGRESS AND  
SERVICENT GRANTED GERALD H. JOHNSON  
JOHNSON, HUSBAND & WIFE, AS JOINT  
RECORDED SEPTEMBER 27, 1996 AS  
NO. 35P712, OFFICIAL RECORDS  
- E COUNTY

PARCEL 1

2.05 ACRES

PM 22120  
PARCEL 1

PM 23887  
PARCEL 2

628.31' N 00° 10' 34" W

628.31' (648.36')

(N 00° 11' 22" E)

422.31'

N 00° 10' 34" W

206.00'

10'  
SEWER  
EASEMENT

20'  
WATER  
EASEMENT

422.55'

20' PUG

N 00° 10' 34" W

206.00'

PARCEL 2

1.00 ACRES

211.84' N 89° 47' 33" W

FD. 1" 10" FLUSH LS 3240  
PER PMB 109/70-71

PM 18137

PMB 109/70-71

7

N 03'  
50/94  
70-71

COLUMBIA AVENUE



CONSENT TO AMENDMENT

National Bank of Southern California Beneficiary Interest under that certain Deed of Trust recorded May 29, 1992, as instrument Number 195467, Official Records of Riverside County, hereby approves and consents to the within Amendment amending Subparagraph (a) of Paragraph 1 of the Declaration of Covenant and Agreement Establishing Easements for Access and Egress, Utilities and Drainage dated April 17, 1991 and recorded May 15, 1992, as Instrument No. 177993, Official Record of Riverside County, California.

Dated: October 1, 1992

National Bank of Southern California

By: Robert J. Pavlik  
Robert J. Pavlik, Sr. Vice President

By: Janice E. Bado  
Janice E. Bado, Vice President

CORPORATE ACKNOWLEDGMENT

NO. 202

State of California  
County of Orange } SS.

On this the 1st day of October 1992, before me,  
492018  
the undersigned

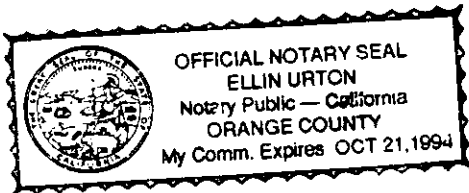
the undersigned Notary Public, personally appeared

Janice E. Bado and Robert J. Pavlik

- personally known to me
- proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as Vice President Sr. Vice President or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

Ellin Urton  
Notary's Signature



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 AT RIGHT:

Title or Type of Document CONSENT TO AMENDMENT  
Number of Pages 7 Date of Document June, 1992  
Signer(s) Other Than Named Above IOWA Corp. Center, Ltd. City of Riverside Coventry Assoc. Marcus & Millichap Pension

9. Attorney's Fees.

In the event of any controversy, claim or dispute between one or more Owner concerning their respective rights or obligations under this instrument, the prevailing party shall be entitled to recover from the losing Owner(s) reasonable expenses, attorney's fees and costs.

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

IOWA CORPORATE CENTER, LTD. III  
A California Limited Partnership

By [Signature]  
ROBERT MCKERNAN  
General Partner

By [Signature]  
FRED BONAR  
General Partner

NOTARY ACKNOWLEDGMENT

177993

State of California) ss  
County of Orange )

On April 24, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert K. McKernan and Fred N. Bonar, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons that executed the within instrument as General Partners on behalf of Iowa Corporate Center, Ltd.-III, the Partnership therein named and acknowledged to me that the partnership executed it.

WITNESS MY HAND AND OFFICIAL SEAL

Signature MaryAnn Nugent

