

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

STEWART TITLE OF THE INLAND EMPIRE

AND WHEN RECORDED MAIL TO:

City Clerk-City of Riverside

3900 Main St., CITY HALL

Riverside, Ca. 92522

ESCROW NO: 18096-1

OUR ORDER NO: 120355-11(A)

A.P. #009-064/250-240-005-4

#009-064/250-250-003-3 & 013-2

(CITY OF RIVERSIDE)

145781

RECEIVED FOR RECORD
AT 2:00 O'CLOCK

APR 23 1996

Recorded in Official Records
of Riverside County, California

Recorder *[Signature]*
Fees \$ *[Signature]*

[Handwritten mark]

SPACE ABOVE FOR RECORDER'S USE ONLY

COVENANT AND AGREEMENT
ESTABLISHING EASEMENTS FOR ACCESS, PARKING AND UTILITIES

Title of Document

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

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

F/41-2

(s:\rec\forms\tyfa\suppl.pdf)

C/A-502

WHEN RECORDED MAIL TO:

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

Project: Zoning Case CU-046-945

COVENANT AND AGREEMENT
ESTABLISHING EASEMENTS FOR ACCESS, PARKING AND UTILITIES

THIS COVENANT AND AGREEMENT is made and entered into this 16th day of April, 1996, by **UNIVERSITY VILLAGE, LLC, a California limited liability company** ("Declarant"), with reference to the following facts:

A. Declarant has a possessory interest or fee ownership in the real property (the "Property") consisting of three parcels (respectively, "Parcel A", "Parcel B" and "Parcel C") located in the City of Riverside, County of Riverside, State of California, and described in Exhibit "A", which exhibit is attached hereto and incorporated herein by this reference as set forth in full.

B. The Property is situated within a triangular area bounded on the west by Iowa Avenue, on the south by University Avenue and on the northeast by Highway 60/Interstate 215 within the City of Riverside, California. The Property is located within the area of the University Avenue Specific Plan and has been placed in the Restricted Commercial and Specific Plan Combining ("C-2-SP") Zones and General Commercial and Specific Plan Combining ("C-3-SP") Zones.

C. The Property is part of a proposed commercial complex to be developed by Declarant to be known as the University Village. As part of the development of the University Village, Declarant proposes to construct a 10-plex movie theater complex on a portion of the Property. To facilitate the construction of the movie theater complex, and as required by the provisions of the Zoning Code of the City of Riverside ("City"), an application was submitted to the City for a conditional use permit in Zoning Case CU-046-945. As a condition of approval imposed by the City for the issuance of the conditional use permit in Zoning Case CU-046-945, Declarant must submit documentation prior to the issuance of a building permit for the approval of the Planning and Legal Departments of City to assure mutual access for ingress, egress, parking and/or utilities across all parcels.

D. As a condition to the approval of the conditional use permit in Zoning Case CU-046-945, an administrative parcel map waiver was authorized to adjust the property lines in accordance with the approved site plan without further Planning Commission action.

E. Declarant intends by this document to comply with the condition above noted, and to impose upon the Property mutually beneficial restrictions, conditions, covenants and agreements for the benefit of the Property and the improvements constructed thereon or to be constructed thereon, and the future owners of each of the Parcels of the Property, and for the same purpose to grant and reserve 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, and to comply with certain conditions imposed by the City for the issuance of a conditional use permit in Zoning Case CU-046-945 and the approval of the administrative parcel map waiver related thereto. 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 Declarant 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 have been or are to be constructed pursuant to plans approved by the City and building permits issued therefor. Building Areas shall include landscaped areas.

(b) "Common Area" shall mean all the area of Parcels A, B and C **excluding** Building Areas (including landscaped areas) and **excluding** Exclusive Parking Spaces.

(c) "Exclusive Parking Spaces" shall mean those parking spaces on a Parcel set-aside for the exclusive use of one or more of the uses on any Parcel of the Property.

(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 shall be deemed the Owner of any 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.

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

2. Creation of Easements for Access, Parking and Utilities. Declarant hereby establishes, grants and reserves nonexclusive easements for parking, vehicular and pedestrian ingress and egress and underground public and private utilities, including sewers and fire service facilities, over, along, under and across the Common Areas of each Parcel of the Property (as said Parcel now exists or may hereinafter be reconfigured or divided), designated as driveway and parking areas (other than Exclusive Parking Spaces) on the plans for the development of each Parcel of the Property as have been or may hereafter be approved by the City, for the use and benefit of and as an easement appurtenant to the remaining Parcels (as said Parcels now exist or as each Parcel may hereinafter be reconfigured or divided); **provided, however,** notwithstanding the above grant of easements, no easements for parking and vehicular ingress and egress have been, are or will be required to be provided on Parcel C for the use and benefit of and as easement appurtenant to Parcels A and B; **further provided** that the nonexclusive easements for parking and vehicular and pedestrian ingress and egress established on Parcel A or any portion thereof for the use and benefit of the remaining Parcels may be terminated in whole or in part at the option of the Owner of Parcel A with the consent of the Planning Director of City at such time as Parcel A is further developed; and **further provided,** Declarant hereby establishes, grants and reserves an exclusive easement for parking on that portion of Parcel B as may be designated as Exclusive Parking Spaces for the uses on Parcel C for the use and benefit of and as an easement appurtenant to Parcel C.

The easements herein established shall be and are for ingress, egress, and parking of motor vehicles, and the installation, construction, maintenance, repair, replacement, and use of driveways, parking spaces and public and private utilities, including, but not limited to, sewer, electricity, water, gas, telephone, cable television, storm drains and other utilities required for commercial uses, and all rights deemed reasonable and necessary therefor.

3. Parking Spaces for Parcel C. Parcel C as configured by the administrative parcel map waiver authorized in Zoning Case CU-046-945 is a landlocked parcel. The plans for development of Parcel C anticipate that no parking spaces will be provided on-site for the use of that parcel. Declarant hereby covenants and agrees that the minimum number of parking spaces for the use of Parcel C as required by the off-street parking standards in the Zoning Code of City shall be provided on Parcel B within the distance required by said parking standards for the use and benefit of and as an easement appurtenant to Parcel C.

4. Exclusive Parking Spaces. Declarant and each Owner of a Parcel of the Property may establish from time to time Exclusive Parking Spaces for the use and benefit of the uses on that Parcel or other Parcel of the Property or any Parcel which may be annexed hereto as set forth in Paragraph 22 below.

5. Maintenance and Repairs. If the Owner of Parcel B determines any driveways and/or parking areas or utilities require any maintenance or repair, the Owner of said Parcel B shall notify the Owners of the remaining Parcels of such determination. The determination of when and to what extent maintenance and repair is required shall be made as follows:

(a) If the facility or improvement is subject to the maintenance or repair standards or regulation or control of a governmental agency or public utility, the determination of the agency or utility shall control.

(b) If the paved driveways shall be periodically resurfaced, holes and irregularities shall be filled, and the driveways shall be regularly maintained in accordance with the standard of care prevailing in well maintained retail-commercial developments of comparable age and rental value within a two-mile radius of the Property.

(c) Any facility or improvement not covered by subparagraphs (a) and (b) hereinabove shall be maintained in a fully functional condition.

Following such notification, the Owner of Parcel B may cause such repair or maintenance to be accomplished. Upon completion of such repair or maintenance, the cost thereof shall be reimbursed to the Owner of Parcel B based upon that portion of the total cost calculated by multiplying the total cost by a fraction, the numerator of which is the total Building Area excluding landscaped areas of the Parcel to be billed and the denominator of which is the total combined Building Area excluding landscaped areas of the Property. The cost of such repair or maintenance shall be paid to the Owner of Parcel B by the Owner(s) of the Parcel(s) to be billed or the lessée(s) of any portion of a Parcel within thirty (30) days of the issuance of a billing therefor, or such longer period of time as may be agreeable to the parties.

PROVIDED, HOWEVER, nothing herein contained shall prohibit or otherwise limit the Owner of Parcel B from assessing charges to the Owners of any other Parcel or the lessees of any Parcel for any other costs incurred in connection with the maintenance and/or repair of the Common Areas.

6. Surface Water and Storm Water Easements. Declarant hereby establishes, grants and reserves nonexclusive easements for storm and surface water drainage over, along and across the Common Areas of each Parcel of the Property (as said Parcel now exists or may hereinafter be reconfigured or divided), designated as driveway and parking areas on the plans for the development of each Parcel of the Property as have been or may hereafter be approved by the City, for the use and benefit of and as an easement appurtenant to the remaining Parcels (as said Parcel now exists or as hereinafter reconfigured).

7. Fire Protection Water Service. As Parcels A, B and C of the Property will each be served water for fire protection service by City through a common fire service system with the above-ground fire service connection located on Parcel A adjacent to the Iowa Avenue right-of-way, Declarant hereby establishes, grants and reserves nonexclusive easements for the installation, construction, maintenance, repair, replacement and use of private fire protection water service over, along, under and across the Common Areas of each Parcel of the Property (as said Parcel now exists or may hereinafter be reconfigured), designated as driveway and parking areas on the plans for the development of each Parcel of the Property as have been or may hereafter be approved by the City, for the use and benefit of and as an easement appurtenant to the remaining Parcels (as said Parcels now exist or as each Parcel may hereinafter be reconfigured or divided).

The Owner of Parcel B shall be primarily responsible for the routine maintenance and timely repair of the fire protection water service line located on the Property; provided, however, the Owner of Parcel B shall have the right to bill the Owner of any other Parcel or the lessees of any portion of any Parcel for the proportionate cost of such maintenance and repair or replacement as calculated by multiplying the total cost of such repair or maintenance by a fraction, the numerator of which is the total Building Area of the Parcel to be billed excluding landscaped areas and the denominator of which is the total combined Building Area of all the Parcels excluding landscaped areas. As part of any maintenance, repair, or replacement of the fire protection water service line which requires the disturbance of the surface, the Owner performing such work shall cause the surface to be restored to reasonably the same condition as existed prior to such work being done.

8. Barriers. Declarant shall not construct, erect, install, maintain or permit the construction, erection, installation or maintenance of any barrier, barricade, wall, or fence between the Parcels of the Property which would preclude or interfere with the use of the driveways and parking spaces by the Owners, residents, occupants

and invitees of any other Parcel; provided, however, nothing herein shall prevent the installation, construction or maintenance of necessary traffic control devices; and, further provided, nothing herein shall preclude the erection of a wall or fence around the perimeter of Parcel A or elsewhere on Parcel A subject to the consent of the Planning Director of City, which consent shall not unreasonably be withheld, when said Parcel is further developed.

9. Future Development and Relocation of Easements. Nothing herein shall be deemed a limitation on any future development of any of the Parcels of the Property, and the Owner of such Parcel shall be allowed to redesign the site plan for such Parcel including the relocation or elimination of driveways and/or parking areas on such Parcel as may be necessary for such future development, subject to any necessary approvals of the City; provided that appropriate access to the adjoining public streets and the necessary number of parking spaces then required by the Zoning Code of the City for the use on each Parcel is accommodated.

10. Limitation on Use of Easements. The rights of each dominant Parcel to use the easements hereinabove created on the Parcel burdened by the easements shall be exercised so as not to interfere unreasonably with the right of the Owner of the burdened Parcel to use and benefit from the facilities and to preserve and protect the tranquility, safety and security of the occupants of the burdened Parcel.

11. 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 purpose whatsoever, it being the intention of the 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 or dedication) is solely by permission, and subject to the control of the Owner(s). Notwithstanding any other provision herein to the contrary, Declarant may periodically restrict ingress and egress on the driveway and parking areas of 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 on the Owners, occupants and invitees of the Parcels of the Property.

12. 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 is or will be vested in one party or entity.

13. Release. Declarant on its own behalf and on behalf of each successive Owner, tenant or occupant of any of the Parcels of the Property or portion thereof hereby release City, its officers and

employees from any and all claims, demands, suits or other actions that Declarant or Owner, tenant or occupant and their heirs, successors or assigns may now or in the future have arising out of or incurred as a result of any fire loss due to the installation or use of a common fire protection water service or the improper maintenance of the on-site fire protection water service system, excepting therefrom any loss caused or alleged to be caused by or arising from the sole negligence or willful misconduct of City, its officers and employees. Declarant agrees that the matters released herein are not limited to matters which are known or disclosed, and Declarant for itself and each successive Owner, tenant or occupant of a parcel, waives any and all rights and benefits which it now has, or in the future may have, conferred upon it by virtue of the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

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

In this connection, Declarant agrees, represents and warrants that it is familiar with, has read, and understands Civil Code Section 1542, and Declarant realizes and acknowledges that factual matters now unknown to it may have given, or may hereafter give rise to claims, which are presently unknown, unanticipated and unsuspected, and Declarant further agrees, represents and warrants that this release has been negotiated and agreed upon in light of that realization and that Declarant nevertheless intends to release, discharge, and acquit City and its officers and employees from any such unknown claims which are in any way related to the installation or use of a common fire protection water service or the improper maintenance of the on-site fire protection water service system, excepting therefrom only the sole negligence or willful misconduct of City or its officers and employees.

14. Indemnification. The Owner of each Parcel of the Property shall indemnify, defend and hold harmless the Owners of each remaining Parcel of the Property from any loss or liability arising from or relating to the failure of the part of said Owner to fully and timely to perform any covenant, duty or obligation set forth in this Covenant and Agreement.

15. 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 hereinabove, 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.

16. Enforcement; Attorneys' Fees. The terms of this Covenant and Agreement may be enforced by the City or by any Owner, lessee or tenant

of any Parcel of the Property. Should the City or any Owner, lessee or tenant bring an action to enforce the terms of this Covenant and Agreement, the prevailing party shall be entitled to reimbursement for the reasonable costs of litigation, including fees of experts and attorneys. This provision applies to proceedings in bankruptcy, including attempts to obtain relief from stay or to obtain reasonable attorneys' fees as fixed by the court.

17. Failure of Enforcement Not a Waiver. The failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

18. Mutuality, reciprocity, Covenants 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 or part thereof and create mutual, equitable servitudes upon each Parcel or part thereof as the servient tenement in favor of the other Parcels or part thereof as the dominant tenements and create reciprocal rights and obligations among the respective Owners of the Parcels and each part thereof, and privity of contract and estate among all grantees of the Parcels or part thereof, 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 or portion 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 or portion thereof, their successors and assigns in interest.

19. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

20. Title of Parts and Paragraphs. The titles of the parts and paragraphs of this Covenant and Agreement are for the convenience of the reader only, and no presumption or implication of the intent of the Declarant as to the construction of this Covenant and Agreement shall be drawn therefrom.

21. Governing Law. This Covenant and Agreement shall be governed by and construed in accordance with California law.

22. Annexation. Additional parcels of the proposed University Village may be added to this Covenant and Agreement and be subject to the obligations and duties thereof and burdened by the easements thereby established and to the benefits thereof including the easements herein created by the execution and recordation of a document describing the parcels so added. Such annexation document shall be signed by the Owner of the parcel to be annexed and by the Owner of Parcel B.

23. Amendment. This Covenant and Agreement may be altered, amended or modified only by written instrument duly executed by the Owners of all of the Parcels of the Property; provided, however, as this Covenant and Agreement is made and entered into for the purpose of complying with a condition of approval imposed by the City for the approval of a conditional use permit in Zoning Case CU-046-945 and the administrative parcel map waiver authorized thereby, it shall not be so modified, amended or altered in any way except with the prior written consent of the Planning Director of City, which consent shall not be unreasonably withheld. No such amendment, modification or alteration shall be effective until there shall been executed, acknowledged and recorded in the Office of the Recorder of Riverside County, California, an appropriate instrument evidencing the same including the consent of the Planning Director of City.

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

UNIVERSITY VILLAGE, LLC, a California limited liability company

By: SOUTHLAND LAND CORPORATION, a California corporation, its General Manager

By 
Michael L. Keele, President

Approved as to Content:


Planning Department

Approved as to Content:


Public Utilities Department

Approved as to Form:


Assistant City Attorney

State of California)
County of Riverside) ss

On April 16, 1996, before me, the undersigned, a Notary Public in and for said County and State, personally appeared MICHAEL L. KEELE**

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.



[Handwritten Signature]

Signature



3050 Chicago Avenue
 Suite 100
 Riverside, CA 92507
 (909) 782-0707

RICK ENGINEERING COMPANY

145781

Legal Description

Page 1 of 4

EXHIBIT "A"

TC Ref.	_____
Co.	_____
Order No.	_____
Date	_____
Descr.	_____
Rev. By	_____

ADJUSTED LEGAL DESCRIPTIONS

Parcel A

A portion of Parcel 1 and a portion of Parcel 2 per Parcel Map filed in Book 14, Page 10 of Parcel Maps, Records of Riverside County, California, all within the City Of Riverside, County of Riverside, State of California, and located in Section 19, Township 2 South, Range 4 West, San Bernardino Base and Meridian, more particularly described as follows:

BEGINNING at the Northeasterly corner of said Parcel 2, said corner being on the Southerly 44.00 foot half-width sideline of Linden Street and the Southwesterly sideline of State Highway Route 60\215 as shown on said Parcel Map;

THENCE along said State Highway sideline South 39°03'24" East (South 39°38'14" East per said parcel map)458.29 feet;

THENCE South 50°56'36" West 48.00;

THENCE South 0°47'10" West 191.40 feet;

THENCE North 89°16'50" West 327.42 feet to the Easterly 55.00 foot half-width sideline of Iowa Avenue as shown on said Parcel Map;

THENCE along said Iowa Avenue sideline, North 0°47'10" East 545.85 feet to the beginning of 34.50 foot radius curve concave Southeasterly;

THENCE along the arc of said curve through a central angle of 55°54'31", a distance of 33.66 feet to said Linden Street sideline;

THENCE along said Linden Street sideline, South 89°12'10" East 55.49 feet to the TRUE POINT OF BEGINNING.

Containing 3.44 acres, more or less.

Page 2 of 4

Parcel B

A portion of Parcel 1 and a portion of Parcel 2 of Parcel Map on file in Book 14 Page 10 of Parcel Maps, Records of Riverside County, California, together with that portion of Lot 52, Lot 61 and Lot 62 of the East Riverside Land Company, Subdivision of Section 19, Township 2 South, Range 4 West, San Bernardino Base and Meridian, as shown by map on file in Book 6 Page 44 of Maps, Records San Bernardino County, California, all located within the City of Riverside, County of Riverside, State of California, more particularly described as follows:

COMMENCING at the Northeasterly corner of said Parcel 2, said corner being on the Southerly 44.00 foot half-width sideline of Linden Street and the Southwesterly sideline of State Highway Route 60215 as shown on said Parcel Map;

THENCE along said State Highway sideline South 39°03'24" East (South 39°38'14" East per said parcel map) 458.29 feet to the TRUE POINT OF BEGINNING;

THENCE continuing along said State Highway sideline, South 39°03'24" East 609.08 feet;

THENCE continuing along said State Highway sideline, South 34°26'27" East 287.45 feet, to a point on the Northerly lot line of Parcel 3, per said Record of Survey, on file in Book 52 Page 69 of Record of Surveys, Records of said county;

THENCE along said Northerly line, North 89°16'50" West 121.40 feet to the Westerly line of said Parcel 3;

THENCE along said Westerly line, South 0°43'10" West 180.00 feet to the Northerly 58.00 foot half-width sideline of University Avenue as shown on said Parcel Map;

THENCE along said sideline of University Avenue, North 89°16'50" West 280.00 feet to the Easterly line of Parcel 1 per Record of Survey, on file in Book 53 Page 63 of Record of Surveys, records of said County;

THENCE along said Easterly line, North 0°43'10" East 150.00 feet to the Northerly line of said Parcel 1;

THENCE along said Northerly line, North 89°16'50" West 73.94 feet to Easterly line of Parcel 3 of said Parcel Map;

THENCE along said Easterly line, North 0°47'10" East 200.00 feet to the Southeasterly corner of said Parcel 1 of said Parcel Map;

THENCE along the Southerly line of said Parcel 1, North 89°16'50" West 445.00 feet to the Easterly 55.00 foot half-width sideline of Iowa Avenue as shown on said Parcel Map;

THENCE along said sideline North 0°47'10" East 311.00 feet;

THENCE South 89°16'50" East 327.42 feet;

THENCE North 0°47'10" East 191.40 feet;

THENCE North 50°56'36" East 48.00 feet to said State Highway sideline, also being and the TRUE POINT OF BEGINNING;

EXCEPTING therefrom that portion of said Parcel 1 of Parcel Map on file in Book 14 Page 10 of Parcel Maps, Records of Riverside County, California, and a portion of Lot 52 and a portion of Lot 61 of the East Riverside Land Company, subdivision of Section 19, Township 2 South, Range 4 West, San Bernardino Base and Meridian, as shown by map on file in Book 6 Page 44 of Maps, records of San Bernardino County, more particularly described as follows:

COMMENCING at the Northeasterly corner of said Parcel 2, said corner being on the Southerly 44.00 foot half-width sideline of Linden Street and the Southwesterly sideline of State Highway Route 60\215 as shown on said Parcel Map;

THENCE along said State Highway sideline South 39°03'24" East 638.53 feet;
THENCE South 50°56'36" West 62.00 feet to the TRUE POINT OF BEGINNING;
THENCE South 39°03'24" East 115.33 feet;
THENCE South 50°56'36" West 75.06 feet;
THENCE South 19°52'39" East 15.76 feet;
THENCE South 70°07'20" West 45.68 feet;
THENCE North 19°52'39" West 121.98 feet;
THENCE North 50°56'36" East 83.30 feet to the TRUE POINT OF BEGINNING.

Containing 8.04 acres, more or less.

Parcel C

A portion of Parcel 1 per Parcel Map filed as Book 14 Page 10 of Parcel Maps, Records of Riverside County, California, and a portion of Lot 52 and a portion of Lot 61 of the East Riverside Land Company, subdivision of Section 19, Township 2 South, Range 4 West, San Bernardino Base and Meridian, as shown by map on file in Book 6 Page 44 of Maps, records of San Bernardino County, California, more particularly described as follows:

COMMENCING at the Northeasterly corner of Parcel 2 of said Parcel Map, said corner being on the Southerly 44.00 foot half-width sideline of Linden Street and the Southwesterly sideline of State Highway Route 60\215 as shown on said Parcel Map;

THENCE along State Highway sideline as shown on said Parcel Map, South 39°03'24" East (South 39°38'14" East per said parcel map) 638.53 feet;

THENCE South 50°56'36" West 62.00 feet to the TRUE POINT OF BEGINNING;

THENCE South 39°03'24" East 115.33 feet;

THENCE South 50°56'36" West 75.06 feet;

THENCE South 19°52'39" East 15.76 feet;

THENCE South 70°07'20" West 45.68 feet;

THENCE North 19°52'39" West 121.98 feet;

THENCE North 50°56'36" East 83.30 feet to the TRUE POINT OF BEGINNING.

Containing 0.28 acres, more or less.

RICK ENGINEERING COMPANY

Prepared under the supervision of:

[Handwritten signature]

Thomas G. Harrington PLS No. 5441

3 - 29 - 96

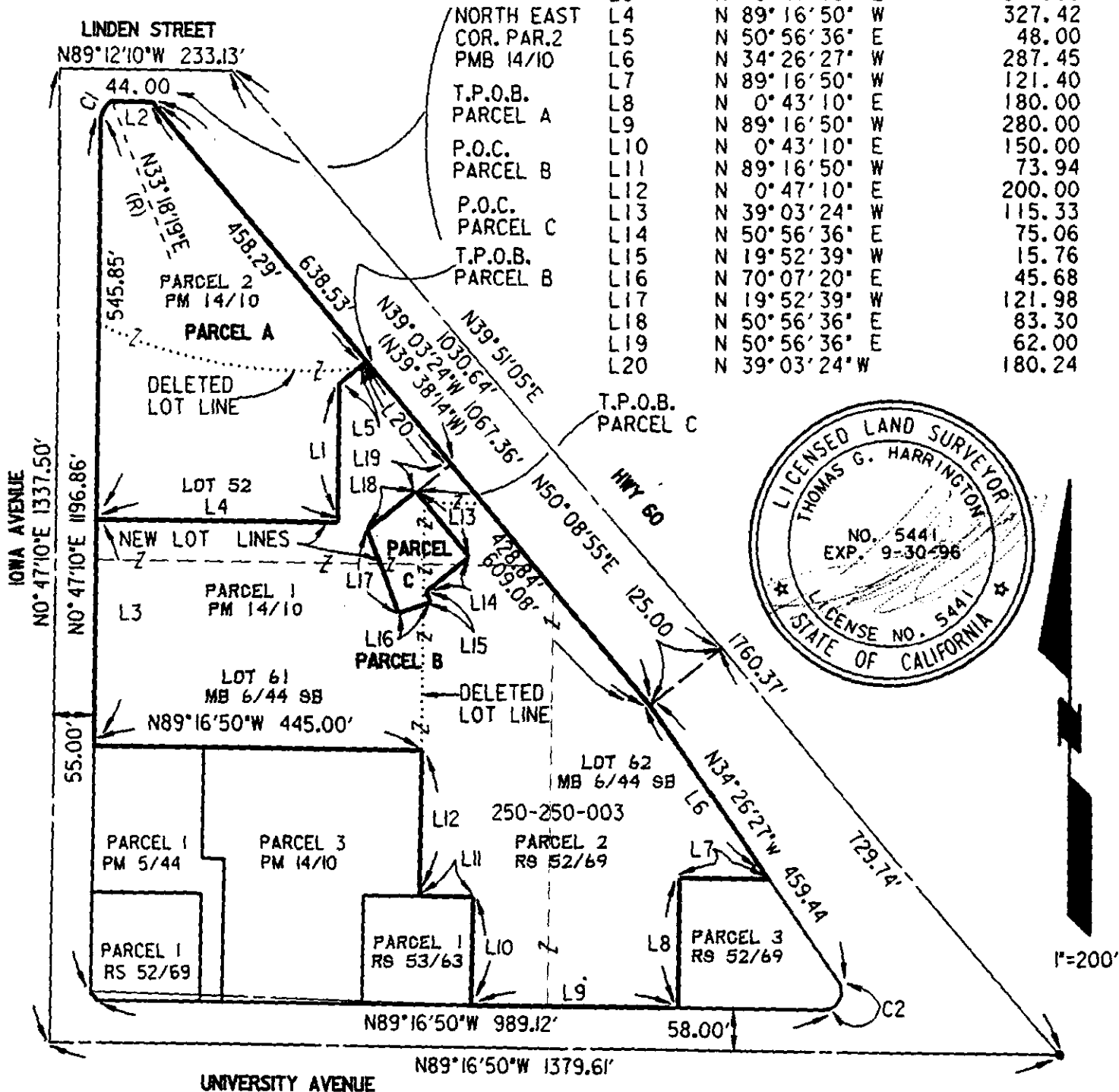
Dated



DESCRIPTION APPROVAL *3/29/96*
[Signature] by *Kep*
SURVEYOR, CITY OF RIVERSIDE

145781

No.	DELTA	ARC	RADIUS	NO	DIRECTION	DISTANCE
C1	55° 54' 31"	33.66	34.50	L1	N 0° 47' 10" E	191.40
C2	125° 09' 37"	54.61	25.00	L2	N 89° 12' 10" W	55.49
				L3	N 0° 47' 10" E	311.00
				L4	N 89° 16' 50" W	327.42
				L5	N 50° 56' 36" E	48.00
				L6	N 34° 26' 27" W	287.45
				L7	N 89° 16' 50" W	121.40
				L8	N 0° 43' 10" E	180.00
				L9	N 89° 16' 50" W	280.00
				L10	N 0° 43' 10" E	150.00
				L11	N 89° 16' 50" W	73.94
				L12	N 0° 47' 10" E	200.00
				L13	N 39° 03' 24" W	115.33
				L14	N 50° 56' 36" E	75.06
				L15	N 19° 52' 39" W	15.76
				L16	N 70° 07' 20" E	45.68
				L17	N 19° 52' 39" W	121.98
				L18	N 50° 56' 36" E	83.30
				L19	N 50° 56' 36" E	62.00
				L20	N 39° 03' 24" W	180.24



LEGEND

() - INDICATES RECORD PER PM 14/10
 PROPOSED UNIVERSITY VILLAGE

THIS PLAT IS SOLEY AN AD IN LOCATING THE PARCELS DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

RICK ENGINEERING COMPANY
 CIVIL ENGINEERS SURVEYORS PLANNERS
 3050 CHICAGO AVE., SUITE 100, RIVERSIDE, CA 92507
 SCALE 1"=200' DATE 1-12-1995 41-Z