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WHEN RECORDED MAIL TO:

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

PM-28327

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FRANK K. JOHNSON  
County Recorder  
RIVERSIDE COUNTY CALIFORNIA

48

**DECLARATION OF COVENANTS**  
**AND**  
**AGREEMENT ESTABLISHING EASEMENTS**  
**(INGRESS, EGRESS, PARKING AND UTILITIES)**

This DECLARATION OF COVENANTS AND AGREEMENT ESTABLISHING EASEMENTS ("Agreement") is made by 3600 Tyler-Riverside, Inc., a California corporation ("Tyler-Riverside") to be effective upon the date of its recordation with reference to the following facts:

WHEREAS, Tyler-Riverside is the owner of those certain parcels of real property ("Property") in the City of Riverside, County of Riverside, State of California, more particularly described as:

Parcel 1 of Parcel Map 28327 ("Parcel Map") as shown by map on file in Book 189 at pages 1 through 2 thereof, records of Riverside County, California ("Parcel 1"); and

Parcel 2 of Parcel Map 28327 as shown by map on file in Book 189 at pages 1 through 2 thereof, records of Riverside County, California ("Parcel 2");

WHEREAS, when Parcel 1 and Parcel 2 were developed and the improvements now existing upon each were constructed in accord with conditions of PM 28327, CU-004-945, DR 006-945 and DR 028-945 (collectively "Conditions"), Parcel 1 and Parcel 2 were collectively a part of a single parcel;

WHEREAS, Parcel 1 is subject to a certain lease wherein Tyler-Riverside is the landlord and The Good Guys-California, Inc., a corporation ("Good Guys"), is the tenant:

DESCRIPTION APPLIED 12/18/96  
by Walter R. Allen  
CITY OF RIVERSIDE  
LOS

WHEREAS, Parcel 2 is subject to a certain lease wherein Tyler-Riverside is the landlord and Hemet Federal Savings and Loan Association ("Hemet Federal"), is the tenant;

WHEREAS, a portion of the property utilized by Good Guys overlaps onto Parcel 2 and a portion of the property utilized by Hemet Federal overlaps onto Parcel 1;

WHEREAS, the orderly, safe and economical separation of such single parcel into Parcel 1 and Parcel 2 requires the granting of certain easements and the making of certain covenants:

NOW, THEREFORE, Tyler-Riverside hereby declares that the Property will be held, conveyed, 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 an over all site 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 improvements of the Property, and to comply with conditions imposed by the City of Riverside with respect to the parcel map dividing the property. All of the limitations, covenants, conditions, restrictions and easements shall constitute covenants which shall run with the land and shall be binding upon Tyler-Riverside and its heirs, successors and assigns, and all parties having of acquiring any right, title or interest in or to any part of the Property. Any conveyance, transfer, sale, assignment, lease of sublease made by Tyler-Riverside of a parcel of 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, equitable servitudes and easements contained herein:

1. **Easements upon and across Parcel 1 appurtenant to Parcel 2.**

There is hereby established over, under, along and across Parcel 1, for the benefit of and appurtenant to Parcel 2:

a. An easement for vehicular and pedestrian ingress and egress upon and across that portion of "Hemet Street" lying upon Parcel 1 more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference and as depicted upon the Parcel Map;

b. An easement for the flow of irrigation and storm water drainage originating upon or crossing Parcel 2 upon and across that portion of Hemet Street lying upon Parcel 1 and otherwise as such drainage is established on the date of recordation hereof (said easment is blanket in nature);

c. An easement for vehicular parking upon that portion of Parcel 1 which is a part of the established parking areas of Parcel 2 on the date of recordation hereof and for the "overhang of vehicles" so parked upon and over Parcel 1 (as used herein, the term "overhang of vehicles" shall mean those parts of any vehicle which parts are forward of the front wheels and rearward of the rear wheels which, when parked in an established parking space upon Parcel 2,

projects over the property line onto Parcel 1). The owner of Parcel 2 shall repair and maintain, at its sole cost and expense, such portion of such established parking areas serving Parcel 2 as are located upon Parcel 1;

d. An easement for and access to the shared electrical vault now in place partially upon Parcel 1 and partially upon Parcel 2;

e. An underground easement for any digital and analog data and communications lines including, without limitation, telephone and cable television which may exist on the date of recordation hereof; and

f. An easement to enter upon such portions of Parcel 1 as are reasonably necessary to be entered in connection with the repair and maintenance of improvements upon and consistent with the terms of the easements created herein. Except in the case of emergency, if such entry will interfere with the normal business operations upon Parcel 2, such entry shall be only during the non business hours of the occupant or tenant upon Parcel 1 and shall be as minimally intrusive and damaging to Parcel 1 as reasonably possible. The then owner of Parcel 2 shall promptly, diligently and continuously repair any such damage at such person or entity's sole cost and expense without regard to overtime costs.

2. **Easements upon and across Parcel 2 appurtenant to Parcel 1.**

There is hereby established over, under, along and across Parcel 2, for the benefit of and appurtenant to Parcel 1:

a. An easement for vehicular and pedestrian ingress and egress upon and across that portion of Hemet Street lying upon Parcel 2 more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference;

b. An easement for irrigation and storm water drainage originating upon or crossing Parcel 1 upon and across that portion of Hemet Street lying upon Parcel 2 and otherwise as such drainage is established on the date of recordation hereof (said easement is blanket in nature);

c. An easement for pedestrian, wheelchair and handicapped access upon and across that portion of Parcel 2 over which now crosses an existing "handicap ramp" near the northwest corner of Parcel 2. Use of the "handicap ramp" shall be limited to emergency use only except as required by federal, state or local law or by the Conditions;

d. An easement upon and across that portion of Parcel 2 now used for parking and vehicular access for vehicular and pedestrian access to an "Electric Room and Storage Area" exiting from a doorway located in the improvements upon Parcel 1 on the date of recordation hereof exiting into the parking area of Parcel 2 near the southeast corner thereof (the use of such easement shall be minimally intrusive to the use of the parking areas of Parcel 2 and no vehicle shall be left parked or unattended thereon for more than two hours);

e. An underground easement for existing water lines, control valves and reasonably appurtenant structures and equipment underlying the established parking areas of Parcel 2 on the date of recordation hereof, the transmission of water therein, and for an existing fire service hydrant now located upon Parcel 2 which easement is more particularly described on Exhibit "C" attached hereto and incorporated herein by this reference;

f. An underground easement for existing domestic water service lines underlying the parking areas of Parcel 2 as such lines are placed on the date of recordation hereof (said easement is blanket in nature);

g. An easement for and access to the shared electrical vault now in place partially upon Parcel 1 and partially upon Parcel 2 and for underground electrical lines underlying the parking areas of parcel 2 as such lines are placed on the date of recordation hereof;

h. An underground easement for existing natural gas service as such natural gas service lines underlying the parking areas of Parcel 2 are placed on the date of recordation hereof (said easement is blanket in nature);

i. An underground easement for existing telephone and cable television service as such service lines underlying the parking areas of Parcel 2 are placed on the date of recordation hereof (such use shall include the digital and analog transmission of any communications data) (said easement is blanket in nature);

j. An underground easement for existing municipal sewer service as such sewer service lines underlying the parking areas of Parcel 2 are placed on the date of recordation hereof; said easement is blanket in nature;

k. An easement to enter upon such portions of Parcel 2 as are reasonably necessary to be entered in connection with the repair and maintenance of improvements upon and consistent with the terms of the easements created herein. Except in the case of emergency, if such entry will interfere with the normal business operations upon Parcel 2, such entry shall be only during the non-business hours of the occupant or tenant upon Parcel 2 and shall be as minimally intrusive and damaging to Parcel 2 as reasonably possible. The then owner of Parcel 1 shall promptly, diligently and continuously repair any such damage at such person or entity's sole cost and expense without regard to overtime costs.

3. **Maintenance of Hemet Street.**

The care, maintenance and repair of Hemet Street has been undertaken by others pursuant to that certain instrument recorded on May 15, 1979, as document no. 98881 and re-recorded on June 7, 1979, as document no. 117033 both in the official records of Riverside County, California. The owners of Parcels 1 and of Parcel 2 shall reasonably cooperate in the enforcement, as necessary, of any rights against others with respect to such care, repair and maintenance. If a single attorney is commonly retained by the owners of both Parcel 1 and of Parcel 2, any attorneys' fees or costs or other expenses, fees or costs in connection with such

enforcement or with Hemet Street shall be paid 76.6% by the owner of Parcel 1 and 23.4% by the owner of Parcel 2.

4. **Lighting.**

There is hereby established upon and across Parcel 1, for the benefit of and appurtenant to Parcel 2, an easement for the access to and maintenance of security lights now installed upon the building located upon Parcel 1 and illuminating the parking areas of Parcel 2. The owner of Parcel 1 shall pay all electrical costs in connection therewith without reimbursement.

5. **Ownership and Maintenance of Fire Protection Hydrant.**

The owners of Parcel 1 and of Parcel 2 shall jointly own and be entitled to the use of the fire protection hydrant located upon Parcel 2 the maintenance of which shall be paid one-half by the owner of Parcel 1 and one-half by the owner of Parcel 2.

6. **Maintenance and care of Landscaping.**

The owner of Parcel 1 shall, at its sole cost and expense maintain, care for, irrigate and pay all costs in connection with the landscaping and irrigation systems located upon Parcel 1 and those which are located upon Parcel 2 generally to the north and east of the curb marking the eastern boundary of the existing parking areas upon Parcel 2 on the date of recordation hereof to standards in accord with City of Riverside conditions. All landscaping upon those portions of Parcel 1 and Parcel 2 underlying the "parking overhang area" shall be maintained, kept and trimmed in a fashion so that it remains below and does not interfere with any ordinary automobile or other vehicle overhanging such area.

7. **No Merger.**

Even though the underlying fee title to Parcel 1 and to Parcel 2 may be or may become vested in one and the same entity, the easements established herein shall not be subject to the doctrine of merger. If any reasonable question concerning the possible merger of such easements into the underlying fee shall arise, the then owner of the underlying fee title shall grant such easements to create the same effect as if such merger had not occurred and the easement so granted shall relate back and be of the same priority as this Agreement.

8. **Agreement to Run with the Land.**

This Agreement shall run with the land and shall be binding upon Tyler-Riverside and Tyler-Riverside's successors and assigns. Any person who now or hereafter owns or acquires any right, title or interest in or to Parcel 1 or Parcel 2 shall be deemed to have considered and agreed to every covenant, condition, restriction and easement contained herein and to have been granted and be subject to the easements established herein whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in such parcel.

9. **Modification or Termination.**

This Agreement and the rights created herein shall not be modified or terminated without the written consent of all of the owners of both Parcel 1 and of Parcel 2, and with respect to matters required by the Conditions, the action of the City Council of the City of Riverside. This Agreement may not be changed orally.

10. **Enforcement.**

This provisions of this Agreement shall be enforceable at law or in equity by Tyler-Riverside, each successive owner, or occupant of Parcel 1 and of Parcel 2 and by the City of Riverside. The failure of Tyler-Riverside, any owner, or occupant of Parcel 1 or of Parcel 2, or the City to enforce any provision of the Agreement shall 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. "Condition 5" of the Approved Conditions for PM-28327 is hereby incorporated herein by reference.

11. **No Alteration Of Rights Of Tenants.**

Nothing herein is intended or shall be construed to modify or amend any now existing lease affecting the Property, any subsequent renewal thereof, any new lease entered pursuant to the terms of such now existing lease or any of the rights of any tenant, assignee or subtenant thereunder and shall create no new duties for any such tenant, assignee or subtenant. Notwithstanding the immediately foregoing, each tenant shall acknowledge and respect the covenants and easements herein created or later created pursuant hereto. The owner of each parcel may delegate such owner's duties hereunder to the tenant or other possessor of or upon such parcel by a separate writing.

12. **Attorneys' Fees.**

In the event any legal or equitable proceeding for the enforcement of, or to restrain any violation of, this Agreement, the prevailing party shall be entitled to costs and reasonable attorneys fees.

13. **Captions.**

The captions herein are for the convenience of the parties and shall have no effect upon the interpretation of this Agreement

14. **Disputes.**

This Agreement shall be governed by the laws of the State of California and any question arising hereunder shall be construed and determined according to such laws. Any actions or proceedings arising under, growing out of, or in any way related to this Agreement shall be instituted and prosecuted only in courts located in the County of Riverside, State of California, and

each Owner hereto expressly consents to the jurisdiction of such courts and waives its rights to cause any such actions or proceedings to be instituted or prosecuted elsewhere.

15. **Recitals and Exhibits.**

The recitals and Exhibits to this Agreement set forth above are incorporated herein by this reference.

16. **Nature of Easements.**

The easements created herein or to be created pursuant to this Agreement are and shall be non-exclusive and, except as have been or may be otherwise expressly granted, are for the use and benefit only of the dominant tenement to which such easements are appurtenant. Most of the easements created herein are not precisely located. The easements herein created under, upon and across each parcel as a servient tenement shall be limited to the uses herein specified and in existence or reasonably anticipated upon the date of recordation hereof and reasonably necessary to serve the other parcel as a dominant tenement. The owners of Parcel 1 and of Parcel 2 shall, when reasonably necessary, cooperate in locating such easements. In the event any service, pipelines, gas lines, water lines, telephone lines or other equipment of facility must be replaced or repaired, the owner of Parcel 1 and the owner of Parcel 2 shall use their best efforts to service, maintain, replace and repair such in their existing locations minimizing any interference to owners or occupants of the property. If, despite such best efforts, such existing location cannot reasonably be maintained, the placement thereof shall be in the reasonably equivalent location but need not be placed precisely as it was placed prior to any such repair or replacement provided that such shall be as minimally intrusive and damaging to the parcel upon which it is located as is reasonably possible.

17. **Indemnity and Insurance.**

The owner of Parcel 1 and the owner of Parcel 2 shall each defend, discharge and indemnify the other against all liability for injuries or damages to persons or property by whomsoever owned arising out of or connected with the indemnifying party's or such party's employees, servants, contractors or agents entry or work upon such other's parcel. The owner of Parcel 1 and the owner of Parcel 2 shall cause to be provided and maintained and cause to be paid all premiums for comprehensive public liability insurance with a combined single limit of not less than \$1,000,000.00, naming the other and those holding under such other as additional insureds.

18. **Mechanic's Liens.**

The owner of Parcel 1 and the owner of Parcel 2 shall each keep the other's parcel free and clear of mechanic's liens that might arise out of any work by the owner of Parcel 1 or of Parcel 2 upon the other parcel as permitted or required herein, and shall immediately pay off the same, or cause it to be satisfied or bonded and discharged of record.

IN WITNESS WHEREOF, Tyler-Riverside has executed this Agreement to be effective on the date of recordation hereof.

3600 Tyler-Riverside, a  
California corporation

By: \_\_\_\_\_  
Its: *Samuel Bachner, President*

By: *John*  
Its: *Maurice Laine, Vice President*

Approved as to Content:

*Fred Proctor*  
Public Works Department

Approved as to Content:

*Sonia Price 12/18/96*  
Planning Department

Approved as to Form:

*Kathleen M. Bonza*  
Assistant City Attorney



EXHIBIT 'A'

HEMET STREET EASEMENT

Being a portion of Parcel 1 of Parcel Map recorded in Book 19, Page 97 of Parcel Maps, Riverside County Records, California, being more particularly described as follows:

BEGINNING at the Westerly most corner of said Parcel 1;  
THENCE North 55° 59' 00" East along the Northwestern line of said Parcel 1, a distance of 299.45 feet to the beginning of a tangent curve, concave Southeasterly, having a radius of 277.00 feet;  
THENCE Northeasterly along the arc of said tangont curve, through a central angle of 05° 02' 11" a distance of 24.35 feet;  
THENCE South 34° 01' 00" East a distance of 46.93 feet;  
THENCE South 55° 59' 00" West a distance of 323.77 feet;  
THENCE North 34° 01' 00" West a distance of 48.00 feet to the POINT OF BEGINNING.

DESCRIPTION APPROVAL:

*12.9.94*  
*Paul S. Pan*  
SURVEYOR, CITY OF RIVERSIDE

**EXHIBIT "A"**

**HEMET STREET EASEMENT**

BEING A PORTION OF PARCEL 1 OF PARCEL MAP RECORDED IN BOOK 19 PAGE 97 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING MORE PARTICULAR DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY MOST CORNER OF SAID PARCEL 1;  
THENCE NORTH 55° 59' 00" EAST ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1, A DISTANCE OF 299.45 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 277.00 FEET;  
THENCE NORTHEASTERLY ALONG THE ARC OF SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 05° 02' 11", A DISTANCE OF 24.35 FEET;  
THENCE SOUTH 34° 01' 00" EAST, A DISTANCE OF 46.93 FEET;  
THENCE SOUTH 55° 59' 00" WEST, A DISTANCE OF 323.77 FEET;  
THENCE NORTH 34° 01' 00" WEST, A DISTANCE OF 48.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT 'B'

HEMET STREET EASEMENT

Being a portion of Parcel 1 of Parcel Map recorded in Book 19, Page 97 of Parcel Maps, Riverside County Records, California, being more particularly described as follows:

BEGINNING at the Westerly most corner of said Parcel 1;  
THENCE North 55° 59' 00" East along the Northwestern line of said Parcel 1, a distance of 299.45 feet to the beginning of a tangent curve, concave Southeasterly, having a radius of 277.00 feet;  
THENCE Northeasterly along the arc of said tangent curve, through a central angle of 05° 02' 11" a distance of 24.35 feet to the TRUE POINT OF BEGINNING;  
THENCE continuing Northeasterly along the arc of said tangent curve, through a central angle of 05° 51' 04" a distance of 28.29 feet to the beginning of a reverse curve, concave Northwesternly, having a radius of 223.00 feet, a radial from said beginning of reverse curve bears North 23° 07' 45" West;  
THENCE Northeasterly along the arc of said reverse curve, through a central angle of 10° 53' 15" a distance of 42.38 feet to the beginning of a continuous curve, concave Northwesternly, having a radius of 40.00 feet, a radial from said beginning of continuous curve bears North 34° 01' 00" West;  
THENCE Northeasterly along the arc of said continuous curve, through a central angle of 39° 01' 49" a distance of 27.25 feet;  
THENCE South 34° 01' 00" East a distance of 57.96 feet to the beginning of a non-tangent curve, concave Southerly, having a radius of 27.00 feet, a radial from said beginning of non-tangent curve bears South 17° 02' 27" West;  
THENCE Southwesterly along the arc of said non-tangent curve, through a central angle of 51° 03' 27" a distance of 24.06 feet;  
THENCE South 55° 59' 00" West a distance of 74.31 feet;  
THENCE North 34° 01' 00" West a distance of 46.93 feet to the TRUE POINT OF BEGINNING.

DESCRIPTION APPROVAL:

*Amos B.* 12.9.96  
SURVEYOR, CITY OF RIVERSIDE

EXHIBIT "B"

HEMET STREET EASEMENT

BEING A PORTION OF PARCEL 1 OF PARCEL MAP RECORDED IN BOOK 19, PAGE 97 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY MOST CORNER OF SAID PARCEL 1;  
THENCE NORTH 55° 59' 00" EAST ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1, A DISTANCE OF 299.45 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 277.00 FEET;  
THENCE NORTHEASTERLY ALONG THE ARC OF SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 05° 02' 11" A DISTANCE OF 24.35 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING NORTHEASTERLY ALONG THE ARC OF SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 05° 51' 04" A DISTANCE OF 28.29 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 223.00 FEET, A RADIAL FROM SAID BEGINNING OF REVERSE CURVE BEARS NORTH 23° 07' 45" WEST;  
THENCE NORTHEASTERLY ALONG THE ARC OF SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 10° 53' 15" A DISTANCE OF 42.38 FEET TO THE BEGINNING OF A CONTINUOUS CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 40.00 FEET, A RADIAL FROM SAID BEGINNING OF CONTINUOUS CURVE BEARS NORTH 34° 01' 00" WEST;  
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CONTINUOUS CURVE, THROUGH A CENTRAL ANGLE OF 39° 01' 49" A DISTANCE OF 27.25 FEET;  
THENCE SOUTH 34° 01' 00" EAST A DISTANCE OF 57.96 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 27.00 FEET, A RADIAL FROM SAID BEGINNING OF NON-TANGENT CURVE BEARS SOUTH 17° 02' 27" WEST;  
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 51° 03' 27" A DISTANCE OF 24.06 FEET;  
THENCE SOUTH 55° 59' 00" WEST A DISTANCE OF 74.31 FEET;  
THENCE NORTH 34° 01' 00" WEST A DISTANCE OF 46.93 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT 'C'

FIRE SERVICE EASEMENT

A 10-foot strip of land in and across a portion of Parcel 1 of Parcel Map recorded in Book 19, Page 97 of Parcel Maps, Riverside County Records, California, the centerline of said 10-foot strip being more particularly described as follows:

BEGINNING at the Southerly most corner of said Parcel 1;  
THENCE North 55° 56' 39" East 5a distance of 419.08 feet;  
THENCE North 34° 01' 00" West a distance of 53.20 feet to the TRUE POINT OF BEGINNING;  
THENCE South 55° 59' 00" West a distance of 64.00 feet;  
THENCE North 79° 02' 10" West a distance of 12.72 feet;  
THENCE North 34° 01' 00" West a distance of 104.56 feet;  
THENCE South 55° 59' 00" West a distance of 10.00 feet to a point hereinafter referred to as Point 'A';  
THENCE continuing South 55° 59' 00" West a distance of 15.00 feet.  
TOGETHER WITH the following described centerline;  
BEGINNING at Point 'A';  
THENCE South 34° 01' 00" East a distance of 104.50 feet;  
THENCE South 55° 59' 00" West a distance of 10.31 feet.

DESCRIPTION APPROVAL:

12.9.96  
  
SURVEYOR, CITY OF RIVERSIDE

EXHIBIT "C"

FIRE SERVICE EASEMENT

A 10-FOOT STRIP OF LAND IN AND ACROSS A PORTION OF PARCEL 1 OF PARCEL MAP RECORDED IN BOOK 19 PAGE 97 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, THE CENTERLINE OF SAID 10-FOOT STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY MOST CORNER OF SAID PARCEL 1;  
THENCE NORTH 55° 56' 39" EAST A DISTANCE OF 419.08 FEET;  
THENCE NORTH 34° 01' 00" WEST A DISTANCE OF 53.20 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 55° 59' 00" WEST A DISTANCE OF 64.00 FEET;  
THENCE NORTH 79° 02' 10" WEST A DISTANCE OF 12.72 FEET;  
THENCE NORTH 34° 01' 00" WEST A DISTANCE OF 104.56 FEET;  
THENCE SOUTH 55° 59' 00" WEST A DISTANCE OF 10.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";  
THENCE CONTINUING SOUTH 55° 59' 00" WEST A DISTANCE OF 15.00 FEET.

TOGETHER WITH THE FOLLOWING DESCRIBED CENTERLINE;

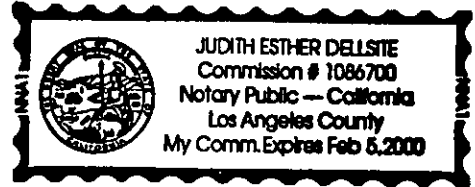
BEGINNING AT POINT "A";  
THENCE SOUTH 34° 01' 00" EAST A DISTANCE OF 104.50 FEET;  
THENCE SOUTH 55° 59' 00" WEST A DISTANCE OF 10.31 FEET;

STATE OF CALIFORNIA )  
COUNTY OF Los Angeles )SS.

On December 11, 1996, before me, Judith Esther Dellsite  
Notary Public, personally appeared Samuel Bachner, personally known to  
me (or proved to me on the basis of satisfactory evidence) to be the person whose name is  
subscribed to the within instrument and acknowledged to me that she/he executed the same in  
her/his authorized capacity, and that by her/his signature on the instrument the person or the entity  
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Judith Esther Dellsite (This area for official seal)



STATE OF CALIFORNIA )  
COUNTY OF Los Angeles )SS.

On December 11, 1996, before me, Judith Esther Dellsite  
Notary Public, personally appeared Marvin Levine, personally known to  
me (or proved to me on the basis of satisfactory evidence) to be the person whose name is  
subscribed to the within instrument and acknowledged to me that she/he executed the same in  
her/his authorized capacity, and that by her/his signature on the instrument the person or the entity  
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Judith Esther Dellsite (This area for official seal)

