

B 12-5 12-7



095801

Recording Requested By:
The Magnon Companies
1650 Spruce Street
Suite 400
Riverside, CA 92507

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

MAR 24 1997

Recorded in Official Records
of Riverside County, California

Recorder 45
Fees \$ 45

When Recorded Mail To:

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

Project: Building Permit
for 799 Palmyrita Avenue

45
/13
51

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR DRAINAGE EASEMENT

This Declaration of Covenants, Conditions and Restrictions for Drainage Easement ("Declaration") is made as of this 13th day of March, 1997, by the MAGNON COMPANIES, a California corporation (the "Declarant"), with reference to the following:

RECITALS

A. Declarant is the fee owner of two parcels of real property in the City of Riverside, County of Riverside, State of California, more particularly described in Exhibits "A" and "B" attached hereto and made a part hereof. Throughout this Declaration, any individual parcel shall be referred to as a "Parcel" and together as the "Parcels" or the "Property". The property described in Exhibit "A" shall be referred to as "Parcel A," and the property described in Exhibit "B" shall be referred to as "Parcel B." The owners of fee title to one or more Parcels or any portion thereof are referred to herein individually as an "Owner" or collectively as the "Owners".

B. Declarant has developed the Property as an industrial park, and in connection therewith intends to provide for the establishment of a certain private, non-exclusive easement for drainage purposes (the "Easement Area"), over a portion of Parcel B for the use and benefit of Parcel A. The Easement Area is more particularly described in Exhibit "C" hereto and by this reference made a part hereof.

NOW THEREFORE, in consideration of the premises, and in order to accomplish the intent of Declarant expressed herein and to meet certain conditions imposed by the City of Riverside for construction of Parcel A, the Declarant hereby declares, covenants and agrees as follows:

1. **Declaration:** Declarant hereby declares that each Parcel is and shall be, held, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the covenants, conditions, restrictions, reservations, easements, rights, servitudes, liens and charges set forth in this Declaration, all of which are declared and agreed to be for the purpose of protecting the value of the Parcels. The provisions set forth in this Declaration are imposed upon the Owners for the benefit of both Parcels and all Owners thereof. The provisions set forth in this Declaration shall be a burden upon and a benefit to the respective Parcels, the Owners thereof and their respective successors and assigns. All covenants set forth in this Declaration are intended as and are declared to be covenants running with the land as well as equitable servitudes upon the land.

2. **Grant of Easements:** For the benefit of Parcel A, Declarant hereby preserves and grants to the owner of Parcel A, and its successors and assigns, a non-exclusive easement for drainage purposes, to the benefit and use of the owner of Parcel A, and its successors and assigns, over, upon and across the easement area as more particularly described herein. Declarant further reserves a temporary easement over all of the parcels as may be reasonably required to facilitate construction of drainage facilities within the Easement Area.

3. **Effect of Drainage Easements:** By the drainage easement reserved and granted herein, the Owner of Parcel A shall have a non-exclusive easement appurtenant to, and for the benefit of, said Parcel A for the installation, maintenance, repair and use of drainage facilities within the Easement Area, and for surface water drainage over the Easement Area, and Parcel B shall be burdened by said drainage easement. All drainage facilities shall be installed and maintained below ground level (underground), except where the instrumentality is not amenable to underground installation. No Owner shall use any easement herein in a manner which unreasonably interferes with another Owners' use of enjoyment of its Parcel.

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

5. **Restriction on Barriers:** No walls, fences or barriers of any sort or kind shall be constructed or maintained in the Easement Area or any portion thereof which shall prevent or impair the use or exercise of any of the easements described herein.

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

7. **Installation of Improvements:**

a. **General.** Installation of improvements within the Easement Area shall be in conformity with all applicable local laws, ordinances, regulations, permits and approvals. To the maximum extent possible, the Owner of Parcel A shall consult with the Owner of Parcel B and coordinate any installation plan so as to provide that the installation will not unreasonably interfere with the use or enjoyment of Parcel B and shall give as much prior written notice to the Owner of Parcel B as reasonably as possible of the commencement and completion of such work.

b. **Restrictions.** In no event shall access over or to Parcel B be curtailed for any such work for more than seventy-two (72) hours without the permission of the Owner of Parcel B. The Owner of Parcel A shall cause all utilities and improvements to be repaired and restored to their former condition upon completion of such work.

c. **Insurance.** The Owner of Parcel A shall obtain at its own expense, or cause a contractor to obtain, public liability insurance from an insurer in good standing and licensed to do business in California with a financial rating in the most recent edition of Best's of at least A:XI to cover any and all claims or liability for accidents, injury, death, loss, or damage to any person or the property of any person, occurring on or about any Parcel and arising out of the course of installation and construction of the improvements, which insurance shall name all other Owners as additional insureds and shall have coverage limits of not less than \$1,000,000.00 for each individual and \$2,000,000.00 for each occurrence. Notwithstanding the foregoing, all of the Owners may approve any other insurance company in writing executed before the installation, repair or maintenance begins.

d. **Hold Harmless from Liens.** If any mechanic's or materialmen's lien is filed against Parcel B in connection with the installation, maintenance or repair of the improvement within the Easement Area, the Owner of Parcel A shall cause such lien to be paid and discharged of record, or take such actions as may be necessary to bond over and remove such lien prior to commencement of any action to foreclose such lien.

e. **Indemnification.** In addition to the foregoing obligations to obtain

insurance coverage and keep the Parcels free from liens, the Owner of Parcel A shall indemnify, defend and hold the Owner of Parcel B from and against any loss, claim, liability or damage whatsoever arising out of such installation, maintenance or repair.

8. Maintenance of Easement Area.

a. Duty to Conduct Repairs and Maintenance. The Easement Area shall be maintained by the Owner of Parcel A in good condition and repair. Notwithstanding any language to the contrary in this Declaration, upon the failure of the Owner of Parcel A to provide the necessary maintenance, repair, reconstruction and replacement, the Owner of Parcel B, for the benefit of the Owner of Parcel A, may undertake to cause any necessary and proper maintenance, repair, reconstruction and replacement of the Easement Area and the Owner of Parcel B be entitled to reimbursement from the Owner of Parcel A out-of-pocket costs as provided in Paragraph 9 below.

b. Conduct of Repairs and Maintenance. Any Owner undertaking to repair or replace any of the Easement Area improvements shall coordinate such work with the other Owner to provide for a minimum disruption of the use of the Easement Area the Parcel belonging to the other Owner and shall cause such work to be completed in a good and workman-like manner, shall comply with all applicable laws, ordinances, regulations, permits and approvals, and shall obtain such public liability insurance and hold the other Owner harmless from mechanic's liens in the same manner as required in Paragraph 7 hereof.

9. Reimbursement

a. Right of Reimbursement. The Owner of Parcel B, when undertaking to maintain, repair or reconstruct any of Easement Area pursuant to Paragraph 8 above, shall be entitled to be reimbursed by the Owner of Parcel A for actual out-of-pocket costs properly incurred in maintaining, repairing, reconstructing and replacing the Easement Area. The Owner of Parcel B shall not be entitled to reimbursement for any general overhead or administrative expenses. The Owner of Parcel B undertaking to repair or replace any of the Easement Area improvements may bill the other Owner according as the expenses are incurred and shall provide such invoices, receipts, or other documentation of such expenses as may reasonably be requested. Such bill shall be due and payable within fifteen (15) days of receipt, and if not paid within thirty (30) days of receipt, shall bear interest from the date at the maximum rate allowable by law.

b. Enforcement of Reimbursement. The Owner entitled to reimbursement pursuant to this paragraph, shall have the right to enforce the provisions thereof for reimbursement by any and all remedies available at law or in equity, including filing suit, obtaining a judgment in court and enforcing collection thereof in any manner provided by law, including obtaining a judgment lien against the property of the Owner in default and foreclosing on such judgment lien. Alternatively, any such claim for reimbursement which is delinquent, along with interest due thereon, may become a secured right without first obtaining a judgment, and a lien therefore may attach to the Parcel owned by the defaulting Owner, upon recording a notice of default and claim of lien in the recorder's office of Riverside County in the state of California, signed and certified, stating the amount due, the name of the initial Owner and the

legal description of the Parcel owned by such defaulting Owner. Priority of any judgment liens shall be determined in accordance with applicable law. The priority of any other liens obtained pursuant to this paragraph, shall be subordinate to any and all mortgages or deeds of trust now or hereafter covering any Parcel or portion thereof, and any purchaser at any foreclosure or trustee's sale (as well as any grantee by deed and lien of foreclosure or trustee's sale) under any such mortgage or deed of trust, shall take title free and clear from any such then existing lien, or otherwise it is subject to the provisions of this Declaration.

c. Waiver of Liability. The Owner of Parcel A forever releases any Owner undertaking to repair or replace any of the Easement Area improvements from any loss, costs, claim, or liability resulting in any manner from such Owner acting pursuant to Paragraphs 7, 8 or 9 herein, except where solely caused by the gross negligence or willful misconduct of such Owner, or its agent(s) or employees.

d. Surcharge. The Owner of Parcel B shall reimburse the Owner of Parcel A or otherwise pay for all costs of repair for any damage to the Easement Area, other than normal wear and tear caused by the negligence or willful misuse of the Easement Area by such Owner or its customers, invitees, licensees, or tenants, or by the customers, invitees or licensees of its tenants.

10. Insurance for Easement Area: Throughout the term of this Declaration, the Owner of Parcel A shall provide and maintain at its own cost and expense, public liability insurance against any and all claims or liability for personal injury, death or property damage occurring upon or arising out of the use, operation, maintenance or condition of the Easement Area. The limits of liability coverage of such insurance shall not be less than \$1,000,000.00 for each individual and \$2,000,000.00 for each occurrence, and each policy shall name the other Owner as additional insureds. Such liability insurance shall be written by an insurer in good standing and licensed to do business in California with a financial rating in the most recent edition of Best's of at least A:XI or such other insurance company as is approved by both Owners. All such insurance policies shall expressly waive any right or subrogation which the insurer of a party may acquire against the other party by virtue of the payment of any loss covered by such insurance, to the extent such waiver clause or endorsement is available. The Owner of Parcel A shall provide to other Owner upon request with copies of a certificate or other evidence of such insurance prior to the expiration of any existing coverage which shall provide that the insurance shall not be cancelled, modified or non-renewed except upon at least ten (10) days prior written notice to the other Owner. The Owner of Parcel A shall also provide the other Owner with copies of any notice of cancellation of such insurance.

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

12. **Taxes and Assessments:** Each Owner shall pay prior to delinquency all real estate taxes, assessments, and other charges which may be levied, assessed, or charged against its Parcel or any party thereof, including all portions of such Parcel within the Easement Area and which are subject to the easements described herein.

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

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

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

16. **Waiver.** The waiver of, or failure to enforce, may breach or violation of any provisions of this Declaration shall not be deemed to be a waiver of the right to enforce, or be deemed to be a waiver of the right to enforce any subsequent breach or violation of such provisions.

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

18. **Amendments.** This Declaration may be amended or modified at any time by recording in the Official Records of the County where the property described herein is situated, an instrument in writing reciting such amendment or modification, and bearing the acknowledged signatures of the Owners representing 75% or more of the land area of the Property described herein, provided, however, no amendment or modification shall be effective without the prior written consent of the Public Works Director of the City of Riverside.

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

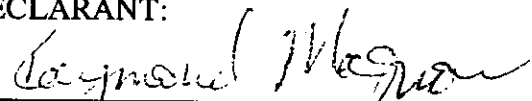
20. Interpretation. The laws of the State of California shall govern the interpretation, validity, performance and enforcement of this Declaration.

21. Captions. The captions used herein at the beginning of paragraphs are for convenience only, and shall not be used to interpret nor substitute for the text of this Declaration.

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

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

DECLARANT:



The Magnon Companies, Inc.

By: Raymond Magnon,
President

NOTARY ACKNOWLEDGMENT

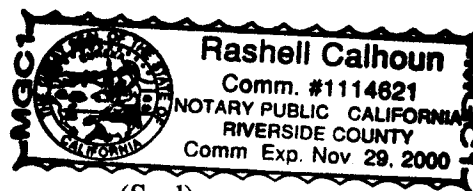
STATE OF California

COUNTY OF Riverside

On 3-13-97 before me, Rashell Calhoun,
personally appeared Raymond Magnon
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.

Signature Rashell Calhoun



(Seal)

Approved as to content:

Fred Proctor
Fred Proctor,
~~Building & Safety~~ ^{SP}
~~Public Works Department~~

Approved as to form:

Barbara Purvis

Barbara Purvis
Assistant City Attorney

PARCEL "A"

That portion of Lot 4 of Herrick's Subdivision, as shown by map on file in Book 3 of Maps, at Page 11 thereof, Records of Riverside County, California, and a portion of the Southwest one-quarter of Section 8, township 2 South, Range 4 West, San Bernardino Meridian, as shown by map on file in Book 67 of Records of Survey, at Page 48 thereof, Records of Riverside County, California, described as follows:

BEGINNING at the Northeast corner of Parcel 3 of Parcel Map 24869, as shown by map on file in Book 171 of Parcel Maps, at Pages 94 and 95 thereof, Records of Riverside County, California;

Thence N.65°24'32"E., a distance of 60.00 feet;

Thence S.89°58'00"E., a distance of 653.46 feet

Thence N.00°02'00"E., a distance of 460.81 feet to the Southerly line of said Lot 4, also being the Northerly line of Parcel No. 2, as shown by map on file in Book 40 of Records of Survey, at Page 68 thereof, Records of Riverside County, California;

Thence S.89°55'00"E. along said line, a distance of 37.36 feet to the Southeast corner of said Lot 4;

Thence N.00°02'31"W. along the Easterly line of said Lot 4, a distance of 627.69 feet to the Northeast corner thereof;

Thence S.63°33'42"W. along the Northwesterly line of that certain parcel containing 22.60 acres gross, as shown on said Record of Survey Book 67, Page 48, a distance of 702.32 feet to the Westerly line of said Lot 4;

Thence South along said Westerly line, a distance of 314.07 feet to the Southwest corner of said Lot 4, said corner also being on the Northerly line of the Southwest one-quarter of the Southwest one-quarter of said Section 8;

Thence N.89°55'00"W., along said Northerly line, also being the Southerly line of Lot 3 of said Herrick's Subdivision, a distance of 116.03 feet to the Northerly prolongation of the Easterly line of said Parcel 3;

Thence S.00°02'00"W. along said Northerly prolongation, a distance of 486.43 feet to the Point of Beginning.

The above described parcel of land contains 14.312 acres, more or less.

DESCRIPTION AS PER MAP 31497

J. W. B.
SURVEYOR, CITY OF RIVERSIDE

CIA 545

Exhibit AParcel A

That portion of Lot 4 of Herrick's Subdivision, as shown by map on file in Book 3 of Maps, at Page 11 thereof, Records of Riverside County, California, and a portion of the Southwest one-quarter of Section 8, township 2 South, Range 4 West, San Bernardino Meridian, as shown by map on file in Book 67 of Records of Survey, at Page 48 thereof, Records of Riverside County, California, described as follows:

BEGINNING at the Northeast corner of Parcel 3 of Parcel Map 24869, as shown by map on file in Book 171 of Parcel Maps, at Pages 94 and 95 thereof, Records of Riverside County, California;

Thence N.65° 24' 32" E., a distance of 60.00 feet;

Thence S.89° 58' 00" E., a distance of 653.46 feet

Thence N.00° 02' 00" E., a distance of 460.81 feet to the Southerly line of said Lot 4, also being the Northerly line of Parcel No. 2, as shown by map on file in Book 40 of Records of Survey, at Page 68 thereof, Records of Riverside County, California;

Thence S.89° 55' 00" E. along said line, a distance of 37.36 feet to the Southeast corner of said Lot 4;

Thence N.00° 02' 31" W. along the Easterly line of said Lot 4, a distance of 627.69 feet to the Northeast corner thereof;

Thence S.63° 33' 42" W. along the Northwesterly line of that certain parcel containing 22.60 acres gross, as shown on said Record of Survey Book 67, Page 48, a distance of 702.32 feet to the Westerly line of said Lot 4;

Thence South along said Westerly line, a distance of 314.07 feet to the Southwest corner of said Lot 4, said corner also being on the Northerly line of the Southwest one-quarter of the Southwest one-quarter of said Section 8;

Thence N.89° 55' 00" W., along said Northerly line, also being the Southerly line of Lot 3 of said Herrick's Subdivision, a distance of 116.03 feet to the Northerly prolongation of the Easterly line of said parcel 3;

Thence S.00° 02' 00" W. along said Northerly prolongation, a distance of 486.43 feet to the Point of Beginning.

The above described parcel of land contains 14.312 acres, more or less.

PARCEL B

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 8, SAID CORNER ALSO BEING THE CENTERLINE INTERSECTION OF NORTHGATE STREET (CALIFORNIA AVENUE) AND PALMYRITA AVENUE AS SHOWN BY MAP OF LANDS OF EAST RIVERSIDE LAND COMPANY ON FILE IN BOOK 6, PAGE 44 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;
 THENCE NORTH 89° 57' 00" EAST, ON THE SOUTH LINE OF SAID SECTION, 579.30 FEET TO THE SOUTHERLY PROLONGATION OF THE EAST LINE OF THE LAND DESCRIBED BY DEED TO THE HUNTER PARTNERS RECORDED OCTOBER 10, 1980 AS INSTRUMENT NO. 136908, OFFICIAL RECORDS;
 THENCE NORTH 00° 02' 00" EAST, ON SAID EAST LINE, 840.00 FEET TO A POINT THEREIN LYING 486.43 FEET SOUTHERLY OF THE NORTHEAST CORNER OF SAID LAND, SAID POINT BEING THE TRUE POINT OF BEGINNING;
 THENCE NORTH 00° 02' 00" EAST, ON SAID EAST LINE 486.43 FEET TO SAID NORTHEAST CORNER, SAID CORNER LOCATED IN THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION;
 THENCE NORTH 89° 55' 00" WEST ON SAID NORTH LINE, 579.30 FEET TO THE WEST LINE OF SAID SECTION 8;
 THENCE SOUTH 00° 02' 00" WEST, ON SAID WEST LINE 487.06 FEET;
 THENCE SOUTH 89° 58' 35" EAST, 579.30 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE WEST 33.00 FEET THEREOF LYING WITHIN NORTHGATE STREET (CALIFORNIA AVENUE).

RM
3-4-97

DESCRIPTION SET REVAL 3,14,97
 [Signature]
 CLERK OF COUNTY OF RIVERSIDE

Exhibit BParcel B

That portion of the Southwest quarter of the Southwest quarter of section 8, township 2 South, range 4 West, San Bernardino Meridian, in the City of Riverside, County of Riverside, State of California, according to the official Plat thereof, described as follows:

BEGINNING at the Southwest corner of said section 8, said corner also being the centerline intersection of Northgate Street (California Avenue) and Palmyrita Avenue as shown by map of lands of East Riverside Land Company on file in book 6, page 44 of maps, records of San Bernardino County, California;

Thence North $89^{\circ} 57' 00''$ East, on the South line of said section, 579.30 feet to the Southerly prolongation of the East line of the land described by deed to the Hunter Partners recorded October 10, 1980 as instrument No. 186908, official records;

Thence North $00^{\circ} 02' 00''$ East, on said East line, 840.00 feet to a point therein lying 486.43 feet Southerly of the Northeast corner of said land, said point being the true point of beginning;

Thence North $00^{\circ} 02' 00''$ East, on said East line 486.43 feet to said Northeast corner, said corner located in the North line of the Southwest quarter of the Southwest quarter of said section;

Thence North $89^{\circ} 55' 00''$ West, on said North line, 579.30 feet to the West line of said section 8;

Thence South $00^{\circ} 02' 00''$ West, on said West line 487.06 feet;

Thence South $89^{\circ} 58' 35''$ East, 579.30 feet to the true point of beginning.

Except the West 33.00 feet thereof lying within Northgate Street (California Avenue).

EXHIBIT "C"

95801

Offsite Drainage Easement
Magnon Companies

That portion of the Southwest one-quarter of Section 8, Township 2 South, Range 4 West, S.B.M., as shown by map on file in Book 67 of Records of Survey, at Page 48 thereof, Records of Riverside County, California. lying within a strip of land 15.00 feet wide, the Northerly line being described as follows:

COMMENCING at the Northeast corner of Parcel 3 of Parcel Map 24869, as shown by map on file in Book 171 of Parcel Maps at Pages 94 and Page 94 thereof, Records of Riverside County, California;

Thence N.00°02'00"E. along the Northerly prolongation of the Easterly line of said Parcel 3, a distance of 486.43 feet to a point on the Northerly line of the Southwest one-quarter of Section 8, said point being the Point of Beginning of said line description;

Thence N.89°55'00"W. along said Northerly line, a distance of 20.00 feet to the termination of said line description.

The sideline of said strip of land 15.00 feet wide shall be prolonged or shortened as to terminate in said Northerly prolongation of the Easterly line of Parcel 3.



J. F. DAVIDSON ASSOCIATES, INC.
Prepared under the supervision of:

D. Kipper
Daniel J. Kipper, PLS No. 4628

Date: 1.27.97

MWC/djk/yb

DESCRIPTION & APPROVAL 3.14.97
Mul...
RIVERSIDE COUNTY

EXHIBIT "C"

**Offsite Drainage Easement
Magnon Companies**

That portion of the Southwest one-quarter of Section 8, Township 2 South, Range 4 West, S.B.M., as shown by map on file in Book 67 of Records of Survey, at Page 48 thereof, Records of Riverside County, California. lying within a strip of land 15.00 feet wide, the Northerly line being described as follows:

COMMENCING at the Northeast corner of Parcel 3 of Parcel Map 24869, as shown by map on file in Book 171 of Parcel Maps at Pages 94 and Page 94 thereof, Records of Riverside County, California;

Thence N.00°02'00"E. along the Northerly prolongation of the Easterly line of said Parcel 3, a distance of 486.43 feet to a point on the Northerly line of the Southwest one-quarter of Section 8, said point being the Point of Beginning of said line description;

Thence N.89°55'00"W. along said Northerly line, a distance of 20.00 feet to the termination of said line description.

The sideline of said strip of land 15.00 feet wide shall be prolonged or shortened as to terminate in said Northerly prolongation of the Easterly line of Parcel 3.



J. F. DAVIDSON ASSOCIATES, INC.
Prepared under the supervision of:

[Signature]
Daniel J. Kipper, PLS No. 4628

Date: 3-13-97

MWC/djk/yb