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Project:
Vacation Case VC-005-967

AGREEMENT ESTABLISHING ACCESS EASEMENTS, PROVIDING FOR THE INSTALLATION OF SECURITY GATES AND THE MAINTENANCE OF SAID SECURITY GATES AND VACATED ALLEY, AND PROVIDING FOR A RELEASE AND INDEMNIFICATION

THIS AGREEMENT is made and entered into this 26th day of December, 1997, by and between WILLIAM W. BAGGETT and ELAINE E. BAGGETT, husband and wife (collectively, "FIRST PARTY"), DONALD S. SWANSON, a widower ("SECOND PARTY"), MARJORIE C. STERN, a single woman ("THIRD PARTY"), DISABLED AMERICAN VETERANS CHARLOTTE W. FAY CHAPTER 28, a non-profit California corporation ("FOURTH PARTY"), VINCENT J. BAGGETT and LEAH A. BAGGETT, husband and wife (collectively, "FIFTH PARTY") and MOLLY S. BRADY, an unmarried woman ("SIXTH PARTY"), with reference to the following facts:

A. FIRST PARTY is the fee owner of the following described real property located in the City of Riverside, County of Riverside, State of California:

A.P.N. 214-230-007 [Also known as 4308 Mission Inn Avenue (formerly Seventh Street)]:

That portion of Block 7, Range 13 of the TOWN OF RIVERSIDE, as shown by map on file in Book 7, page 17 of Maps, San Bernardino County Records, described as follows:

- BEGINNING at the Northeast corner of said Block 7;
- Thence Westerly along the Southerly line of 7th Street, 46 feet;
- Thence Southerly and parallel with the Westerly line of Cedar Street, 160 feet;

DESCRIPTION APPROVAL 2/14/97
Donald S. Swanson by WF
SURVEYOR, CITY OF RIVERSIDE

Thence Easterly and parallel with the Southerly line of 7th Street, 46 feet to the Westerly line of Cedar Street;

Thence Northerly along the Westerly line of Cedar Street, 160 feet to the POINT OF BEGINNING.

A.P.N. 214-230-016 [Also known as 4318 and 4328 Mission Inn Avenue (formerly known as Seventh Street)]:

That portion of Block 7, Range 13, according to Map of Town of Riverside, in Book 7, page 17 of Maps, San Bernardino County Records, described as follows:

Beginning on the Southerly line of Seventh Street, 46 feet Westerly from the Northeasterly corner of said Block 7;

Thence Westerly along the Southerly line of Seventh Street, 46 feet;

Thence Southerly at a right angle to Seventh Street, and parallel with Cedar Street, 160 feet;

Thence Easterly at a right angle and parallel with Seventh Street, 46 feet;

Thence Northerly at a right angle and parallel with Cedar Street, 160 feet to the POINT OF BEGINNING.

A.P.N. 214-230-005 [Also known as 4334 Mission Inn Avenue (formerly known as Seventh Street)]:

That portion of Block 7, Range 13, as shown by map of the Town of Riverside, recorded in Map Book 7, page 17, Records of San Bernardino County, California, described as follows:

Beginning on the Southerly line of Seventh Street, 92 feet Westerly from the Northeasterly corner of said Block 7;

Thence Westerly along the Southerly line of Seventh Street, 46 feet;

Thence Southerly at a right angle to Seventh Street, and parallel with Cedar Street, 160 feet;

Thence Easterly at a right angle and parallel with Seventh Street, 46 feet;

DEEDS AND RECORDS
 2/14/97
 M. S. B.
 SURVEYOR, CITY OF RIVERSIDE
 BY JF

Thence Northerly at a right angle and parallel with Cedar Street, 160 feet to the POINT OF BEGINNING.

A.P.N. 214-230-004 [Also known as 4346 Mission Inn Avenue (formerly known as Seventh Street)]:

That portion of Block 7, Range 13 of Town of Riverside, as shown by Map on file in Book 7, page 17 of Maps, San Bernardino County Records, described as follows:

BEGINNING at a point on the Southerly line of 7th Street, 138 feet Westerly from the Northeast corner thereof;

Thence Westerly on the Southerly line of 7th Street, 46 feet, more or less, to a point 146 feet Easterly from the Northwesterly corner of said Block 7;

Thence at right angles Southerly and parallel with Cedar Street, 160 feet to an alley;

Thence Easterly and parallel with 8th Street, 46 feet, more or less, to a point 138 feet Westerly from the Westerly line of Cedar Street;

Thence Northerly and parallel with the Westerly line of Cedar Street, 160 feet to the POINT OF BEGINNING.

A.P.N. 214-230-003 [Also known as 4362 Mission Inn Avenue (formerly known as Seventh Street)]:

That portion of Block 7, Range 13 of Town of Riverside, as shown by Map on file in Book 7, page 17 of Maps, San Bernardino County Records, described as follows:

Commencing at a point on the southerly line of Seventh Street, 100 feet easterly from the northwest corner of Block 7, Range 13 as shown by Map on file in Book 7, page 17 of Maps, San Bernardino County Records;

Thence southerly and parallel with the easterly line of Pine Street, 160 feet to the alley;

Thence easterly and parallel with the southerly line of Seventh Street, 46 feet;

Thence northerly and parallel with the easterly line of Pine Street, 160 feet to the southerly line of Seventh Street;

Thence westerly along the southerly line of Seventh

DESCRIPTION APPROVED 2/4/97
[Signature] SURVEYOR, CITY OF RIVERSIDE

Street, 46 feet to the POINT OF BEGINNING.

A.P.N. 214-230-011 [Also known as 4345 University Avenue]:

That portion of Block 7, Range 13 of the TOWN OF RIVERSIDE, as shown by map on file in Book 7, page 17 of Maps, records of San Bernardino County, California, described as follows:

BEGINNING at a point on the northerly line of Eighth Street, 165 feet easterly from the southwesterly corner of said Block;

Thence easterly on the northerly line of Eighth Street, 55 feet;

Thence at a right angle northerly, parallel with the easterly line of Pine Street, 160 feet;

Thence at a right angle westerly, parallel with the said northerly line of Eighth Street, 55 feet;

Thence at a right angle southerly, parallel with the said easterly line of Pine Street, 160 to the POINT OF BEGINNING.

A.P.N. 214-230-010 [Also known as 4325 University Avenue]:

That portion of Block 7, Range 13 of the TOWN OF RIVERSIDE, as shown by map on file in Book 7, page 17 of Maps, San Bernardino County Records, by metes and bounds:

BEGINNING on the Northerly line of Eighth Street, 220 feet Easterly from the Southwest corner of said Block;

Thence Easterly on the Northerly line of Eighth Street, 55 feet;

Thence Northerly and parallel with the Westerly line of Cedar Street, 160 feet to an alley;

Thence Westerly on the Southerly line of said alley, 55 feet;

Thence Southerly and parallel with the Westerly line of Cedar Street, 160 feet to the POINT OF BEGINNING.

DESCRIPTION AFFIDAVIT 2/14/87
by J.E.
SURVEYOR, CITY OF RIVERSIDE

B. SECOND PARTY is the fee owner of the following described real property located in the City of Riverside, County of Riverside, State of California:

A.P.N. 214-230-002 [Also known as 4378 Mission Inn Avenue (formerly known as Seventh Street)]:

The Easterly rectangular 16 feet of Lot 10 and the Westerly rectangular 34 feet of Lot 9 in Block 7, Range 13 as shown by map of Town of Riverside, recorded in Book 7, Page 17 of Maps, Records of San Bernardino County, California,

EXCEPTING THEREFROM the Southerly 5 feet thereof reserved for alley.

C. THIRD PARTY is the fee owner of the following described real property located in the City of Riverside, County of Riverside, State of California:

A.P.N. 214-230-001 [Also known as 4394 Mission Inn Avenue (formerly known as Seventh Street)]:

Lot 10 in Block 7, Range 13 of the TOWN OF RIVERSIDE, as shown by Map on file in Book 7, Page 17 of Maps, San Bernardino County Records,

EXCEPTING therefrom the Easterly rectangular 16 feet thereof;

ALSO EXCEPTING the Southerly 5 feet reserved for public alley.

D. FOURTH PARTY is the fee owner of the following described real property located in the City of Riverside, County of Riverside, State of California:

A.P.N. 214-230-013 and A.P.N. 214-230-014 [Also known as 4351 University Avenue and 3762 Pine Street, respectively]:

Parcel 1:

BEGINNING at a point 50 feet Easterly from the Southwesterly corner of Block 7, Range 13 of the TOWN OF RIVERSIDE, as shown by map on file in Book 7, page 17 of Maps, records of San Bernardino County;

Thence Easterly along the Northerly line of 8th Street, 5 feet;

DESCRIPTION APPROPRIAL 2/14/97
by J.E.
SURVEYOR, CITY OF RIVERSIDE

Thence at a right angle Northerly and parallel with the Easterly line of Pine Street, 160 feet;

Thence at a right angle Westerly and parallel with the Northerly line of 8th Street, 55 feet to the Easterly line of Pine Street;

Thence at a right angle Southerly along the Easterly line of Pine Street, 40 feet;

Thence at a right angle Easterly parallel with the Northerly line of 8th Street, 50 feet;

Thence at a right angle Southerly and parallel with the Easterly line of Pine Street, 120 feet, more or less, to the POINT OF BEGINNING.

Parcel 2:

BEGINNING 55 feet Easterly from the Southwesterly corner of Block 7, Range 13 of the TOWN OF RIVERSIDE, as shown by map on file in Book 7, page 17 of Maps, San Bernardino County Records;

Thence Easterly along the Northerly line of 8th Street, 55 feet;

Thence at right angle Northerly and parallel with Pine Street, 160 feet;

Thence at right angle Westerly and parallel with said 8th Street, 55 feet;

Thence at right angle Southerly and parallel with said Pine Street, 160 feet to the POINT OF BEGINNING.

E. FIFTH PARTY is the fee owner of the following described real property located in the City of Riverside, County of Riverside, State of California:

A.P.N. 214-230-012 [Also known as 4349 University Avenue]:

That portion of Block 7, Range 13 of TOWN OF RIVERSIDE, as shown by recorded map on file in Book 7, page 17 of Maps, San Bernardino County Records, by metes and bounds:

BEGINNING on the Northerly line of Eighth Street at a point 110 feet Easterly from the Southwesterly corner of said Block;

DESCRIPTION AT FIGURE 2/14/97
by Charles R. [Signature]
SURVEYOR, CITY OF RIVERSIDE

Thence Northerly parallel with the Easterly line of Pine Street, 160 feet;

Thence Easterly parallel with the Northerly line of Eighth Street, 55 feet;

Thence Southerly parallel with the Easterly line of Pine Street, 160 feet to the Northerly line of Eighth Street;

Thence Westerly on the Northerly line of Eighth Street, 55 feet to the TRUE POINT OF BEGINNING.

F. SIXTH PARTY is the fee owner of the following described real property located in the City of Riverside, County of Riverside, State of California:

A.P.N. 214-230-008 [Also known as 3763 and 3765 Cedar Street]:

That portion of Block 7, Range 13, Town of Riverside, as shown by Map on file in Book 7, page 17 of Maps, Records of San Bernardino County, California, described as follows:

BEGINNING at a point on the Westerly line of Cedar Street, 110 feet Northerly from the Southeasterly corner of said Block;

Thence Northerly on the Westerly line of Cedar Street, 50 feet;

Thence Westerly parallel with the Northerly line of Eighth Street, 55 feet to a point 275 feet Easterly from the Westerly line of said Block;

Thence Southerly parallel with the Westerly line of Cedar Street, 50 feet;

Thence Easterly 55 feet to the POINT OF BEGINNING.

G. FIRST PARTY has filed an application with the City of Riverside ("CITY") in Vacation Case VC-005-967 to vacate an approximately 330 foot long, 10 foot wide alley, which extends northeasterly from Cedar Street to Pine Street between University Avenue and Mission Inn Avenue.

H. CITY has approved that vacation of the alley in Vacation Case VC-005-967 subject to certain conditions, including the following:

DESCRIPTION APPROVAL 2/14/87
SURVEYOR, CITY OF RIVERSIDE

(1) The Legal Department shall determine which, if any, nearby property owners will be significantly affected by the vacation action and the applicant shall provide the appropriate hold harmless documents to the specifications of the Legal Department.

(2) An agreement guaranteeing the physical closure of the vacated right-of-way shall be signed and submitted by all adjacent owners to the specifications of the Public Works and Legal Departments. The details of the security gates shall be subject to approval of all affected property owners and the Public Works Department.

(3) An access and maintenance agreement acceptable to the Planning, Public Works and Legal Departments shall be recorded to insure access from the vacated alley to the affected properties.

(4) The proposed security gates shall be located a minimum of 20 feet from the curb face; provided, however, due to the physical characteristics of the alley, the Public Works Department of City has determined that a minimum of 18 feet from the curb face of Pine Street is acceptable.

I. The parties hereto wish in a single document to establish necessary easements to continue use of the alley following its vacation for access to and from the adjacent parcels; to provide for the physical closure of the alley including the location of the security gates; to provide for the maintenance and repair of the alley following its vacation; and to provide the necessary releases and indemnifications as may be required by CITY.

NOW, THEREFORE, incorporating the above recitals, the parties hereto mutually agree as follows:

1. Grant of Nonexclusive Access Easements by FIRST PARTY.

FIRST PARTY hereby grants to SECOND PARTY, THIRD PARTY, FOURTH PARTY, FIFTH PARTY and SIXTH PARTY and the respective heirs, successors and assigns of each such party, a private, nonexclusive easement for vehicular and pedestrian access over, along and across the northerly five feet of the ten-foot wide alley situated to the rear of the parcels owned by FIRST PARTY designated as 4308 Mission Inn Avenue, 4318 and 4328 Mission Inn Avenue, 4334 Mission Inn Avenue, 4346 Mission Inn Avenue, 4362 Mission Inn Avenue and as described hereinabove, and a private, nonexclusive easement for vehicular and pedestrian access over, along and across the southerly five feet of the ten-foot wide alley situated to the rear of the parcels owned by FIRST PARTY designated as 4325 University

Avenue and 4345 University Avenue all as described hereinabove for the use and benefit of and as an easement appurtenant to the respective parcels owned by said parties as hereinabove described.

2. Grant of Nonexclusive Access Easements by SECOND PARTY.

SECOND PARTY hereby grants to FIRST PARTY, THIRD PARTY, FOURTH PARTY, FIFTH PARTY and SIXTH PARTY and the respective heirs, successors and assigns of each such party, a private, nonexclusive easement for vehicular and pedestrian access over, along and across the northerly five feet of the ten-foot wide alley situated to the rear of the parcel owned by SECOND PARTY designated as 4378 Mission Inn Avenue as described hereinabove for the use and benefit of and as an easement appurtenant to the respective parcels owned by said parties as hereinabove described.

3. Grant of Nonexclusive Access Easements by THIRD PARTY.

THIRD PARTY hereby grants to FIRST PARTY, SECOND PARTY, FOURTH PARTY, FIFTH PARTY and SIXTH PARTY and the respective heirs, successors and assigns of each such party, a private, nonexclusive easement for vehicular and pedestrian access over, along and across the northerly five feet of the ten-foot wide alley situated to the rear of the parcel owned by THIRD PARTY designated as 4394 Mission Inn Avenue as described hereinabove for the use and benefit of and as an easement appurtenant to the respective parcels owned by said parties as hereinabove described.

4. Grant of Nonexclusive Access Easements by FOURTH PARTY.

FOURTH PARTY hereby grants to FIRST PARTY, SECOND PARTY, THIRD PARTY, FIFTH PARTY and SIXTH PARTY and the respective heirs, successors and assigns of each such party, a private, nonexclusive easement for vehicular and pedestrian access over, along and across the southerly five feet of the ten-foot wide alley situated to the rear of the parcels owned by FOURTH PARTY designated as 4351 University Avenue and 3762 Pine Street as described hereinabove for the use and benefit of and as an easement appurtenant to the respective parcels owned by said parties as hereinabove described.

5. Grant of Nonexclusive Access Easements by FIFTH PARTY.

FIFTH PARTY hereby grants to FIRST PARTY, SECOND PARTY, THIRD PARTY, FOURTH PARTY and SIXTH PARTY and the respective heirs, successors and assigns of each such party, a private, nonexclusive easement for vehicular and pedestrian access over, along and across the southerly five feet of the ten-foot wide alley situated to the rear of the parcel owned by FIFTH PARTY designated as 4349 University Avenue as described hereinabove for the use and benefit of and as an easement appurtenant to the respective parcels owned by said parties as hereinabove described.

6. Grant of Nonexclusive Access Easements by SIXTH PARTY.

SIXTH PARTY hereby grants to FIRST PARTY, SECOND PARTY, THIRD PARTY, FOURTH PARTY and FIFTH PARTY and the respective heirs, successors and assigns of each such party, a private, nonexclusive easement for vehicular and pedestrian access over, along and across the southerly five feet of the ten-foot wide alley situated on the northeasterly side of the parcel owned by SIXTH PARTY designated as 3763 and 3765 Cedar Street as described hereinabove for the use and benefit of and as an easement appurtenant to the respective parcels owned by said parties as hereinabove described.

7. Use of Vacated Alley.

The easement areas described in Paragraphs 1 through 6 hereinabove have been used as a public alley, and shall continue to be used as a private alley or private driveway to permit traffic circulation to and from Pine Street and Cedar Street for pedestrians and motor vehicles for the use and benefit of the owners, lessees, tenants, licensees, employees and invitees of the parcels hereinabove described, and said driveway shall be kept in a free and open condition at all times to permit unimpeded access to or from Pine Street and Cedar Street. The parking or storage of motor vehicles or other items in the ten-foot wide alley is prohibited. At no time will the ten-foot wide alley be blocked beyond the security gates to be installed at both ends of said alley as hereinafter provided, nor obstructed in any way which would interfere with normal flow of authorized traffic the entire length of said alley or driveway.

8. Installation and Maintenance of Security Gates.

The owner of the property described in Paragraph A as 4308 Mission Inn Avenue is herein designated as the "MANAGING OWNER". The MANAGING OWNER is now WILLIAM W. BAGGETT and ELAINE E. BAGGETT.

MANAGING OWNER, at the sole cost and expense of MANAGING OWNER, shall install security gates to provide for the physical closure of the vacated alley. One security gate shall be located a minimum of 20 feet from curblineline of Cedar Street, and the other security gate shall be located a minimum of 18 feet from curblineline of Pine Street. MANAGING OWNER shall also be responsible for the installation of a separate electric meter for the operation of the gates and the security lighting, if any, in the alley.

Following the installation of the security gates, MANAGING OWNER shall be responsible for the maintenance and repair of the security gates and the payment of any electricity used to operate such security gates; provided, however, at such time as the ownership of any of the parcels hereinabove described changes from that shown above, the new owner of such parcel shall be responsible

for paying the pro-rata share for such parcel [based upon the alley footage (linear feet) of the subject parcel over 660 feet] for such maintenance, repair and electricity. Commencing January 1 of each year following the installation of the security gates, MANAGING OWNER may bill any new owner the pro-rata cost for the prior calendar year, which bill shall include a detailed breakdown of the total costs incurred and the pro-rata share of the new owner whether or not the new owner owned such parcel for such entire year. Such billing shall be paid by the new owner to the MANAGING OWNER within thirty (30) days of the date of the billing from Managing Owner.

Following the installation of the security gates, MANAGING OWNER shall furnish one gate opener to each resident owner of a parcel as hereinabove described at no cost to such resident owner and shall furnish one gate opener to each non-resident owner of a parcel as hereinabove described at actual cost of such opener to MANAGING OWNER. In addition, MANAGING OWNER shall also furnish gate openers to the tenants or other non-owner residents of the properties as hereinabove described, provided, however, MANAGING OWNER may require a deposit in an amount not greater than the actual cost of the gate opener to insure the return of the opener when it is no longer needed by such tenant or non-owner resident. Thereafter, MANAGING OWNER may charge a reasonable fee for the replacement of any security gate opener which has been lost or stolen.

MANAGING OWNER shall also be responsible for allowing entry through the security gates by way of a "lock box" or similar device of any service or repair personnel and vehicles as may be necessary for any of the properties hereinbefore described, including, but not limited by this enumeration, electric maintenance, sewer maintenance, solid waste collection and utility meter readers, and for emergency vehicles.

The responsibilities and obligations herein described of MANAGING OWNER shall run with the real property as hereinabove described in Paragraph A as 4308 Mission Inn Avenue.

9. Maintenance of Alley or Driveway Area.

Each party, at the sole cost and expense of such party, shall keep and maintain in good condition and repair the five-foot wide portion of the alley vacated by City in Vacation Case VC-005-967 adjacent to the property owned by such party to the reasonable standards of CITY for driveways. Such maintenance shall include the prompt removal of any debris or trash in the alley as well as the repair of potholes and other damage.

The responsibilities and obligations of each owner herein described shall run with the real property of each party as hereinabove described.

10. Release.

Vacation Case VC-005-967 involves the request to vacate an alley bounded by Pine Street and Cedar Street and University Avenue and Mission Inn Avenue within the City of Riverside, which alley to be vacated is shown on the map attached hereto as Exhibit A, and incorporated herein by this reference.

The parties hereto, as the fee owners of the adjacent real property potentially affected by such vacation and the termination of the public access thereto, hereby release CITY, its officers and employees from any and all claims, demands, suits or causes of action that each such party and the respective heirs, successors or assigns of such party may have, now or in the future, arising out of or incurred as a result of CITY approving the vacation of the alley in the above-referenced case and the termination of the public use said alley or arising from or as a consequence of any loss of access due to the vacation of said public alley.

11. Indemnification.

FIRST PARTY filed an application with CITY in Vacation Case VC-005-967 to vacate and terminate the right of public use of the alley situated between Pine Street and Cedar Street and University Avenue and Mission Inn Avenue within the City of Riverside. In consideration of the vacation of the alley in said vacation case, FIRST PARTY shall defend, indemnify and hold harmless CITY, its officers and employees from any and all liabilities, expenses, claims or causes of action arising out of or alleged to be caused by or resulting from CITY vacating and terminating the public alley and any loss of access due to such vacation and termination.

12. Not a Public Dedication.

Nothing herein contained shall be deemed to be a gift or dedication of any portion of the easements above granted to the general public or for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Agreement shall be strictly limited to and for the purposes herein expressed.

13. Termination and Modification.

This Agreement may be amended or terminated only with the written consent of all of the owners of the properties subject to this Agreement, which amendment or termination shall only be effective when a document signed by all of the parties is recorded. Notwithstanding anything to the contrary hereinabove, as this Agreement is made and entered into for the purpose of complying with conditions imposed by CITY for the vacation of the alley in Vacation Case VC-005-967, it shall not be extinguished, terminated, modified, amended, or altered in any way except with the prior

written and recorded consent of the City Council of City.

14. Successors.

This Agreement shall run with the land and shall be binding upon and inure to the benefit of all of the parties hereto and their respective heirs, successors and assigns with respect to the subject parcels, without any rights herein being deemed personal to any of them.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first written above.

FIRST PARTY:

William W. Baggett
WILLIAM W. BAGGETT

SECOND PARTY:

Donald S. Swanson
DONALD S. SWANSON

Elaine E. Baggett
ELAINE E. BAGGETT

FOURTH PARTY:

DISABLED AMERICAN VETERANS
CHARLOTTE W. FAY CHAPTER 28,
a non-profit California
corporation

THIRD PARTY:

Marjorie C. Stern
MARJORIE C. STERN

By _____

FIFTH PARTY:

Title _____

Vincent J. Baggett
VINCENT J. BAGGETT

By _____

Leah A. Baggett
LEAH A. BAGGETT

Title _____

SIXTH PARTY:

Approved as to Content:

Molly S. Brady
MOLLY S. BRADY

Robert C. Morse 7/29/97
Planning Department

Approved as to Content:

Approved as to Form:

W.C. Cronin 7/25/97
Public Works Department

Dolan Sun 12/29/97
Assistant City Attorney

written and recorded consent of the City Council of City.

14. Successors.

This Agreement shall run with the land and shall be binding upon and inure to the benefit of all of the parties hereto and their respective heirs, successors and assigns with respect to the subject parcels, without any rights herein being deemed personal to any of them.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first written above.

FIRST PARTY:

SECOND PARTY:

WILLIAM W. BAGGETT

DONALD S. SWANSON

ELAINE E. BAGGETT

~~FOURTH PARTY:~~
~~DISABLED AMERICAN VETERANS~~
~~CHARLOTTE W. FAY CHAPTER 28,~~
~~a non-profit California~~
~~corporation~~

THIRD PARTY:

Marjorie C. Stern
MARJORIE C. STERN

By Wayne L. Lundy-Young

FIFTH PARTY:

Title Comdr. DAV. # 28

VINCENT J. BAGGETT

By [Signature]

Title Treasurer

LEAH A. BAGGETT

SIXTH PARTY:

Approved as to Content:

MOLLY S. BRADY

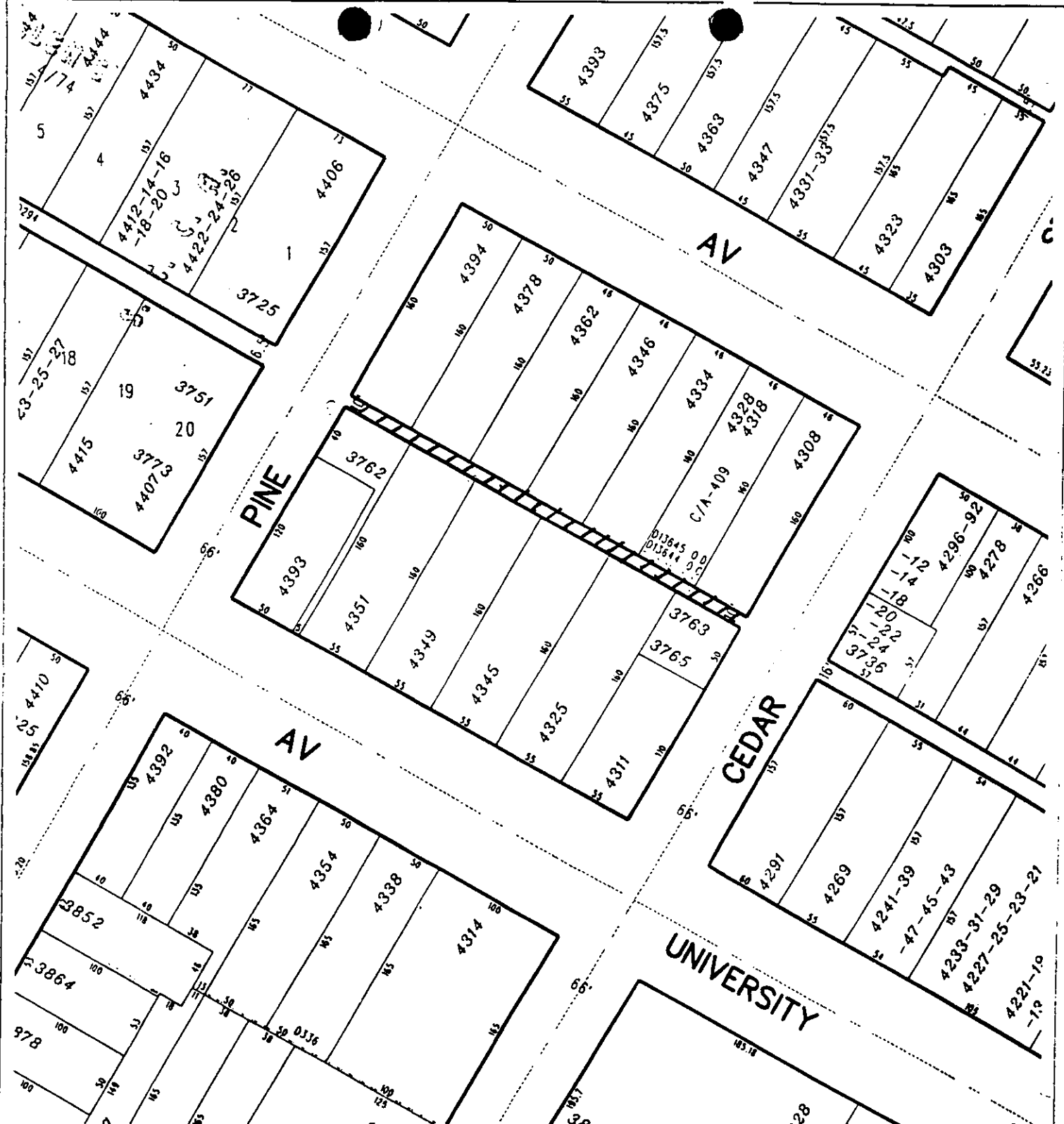
Robert C. Mense 7/29/97
Planning Department

Approved as to Content:

Approved as to Form:

[Signature] 7/29/97
Public Works Department

[Signature] 12/29/97
Assistant City Attorney



Symbology

- City Owned Property
- ROW Line
- Parcel Line
- Assessor Parcel Line
- - - Project Limits Boundary
- Street Centerline
- Private Street Centerline
- Lot Line
- Misc. Cadastral Line
- Vacated Street
- ILS Clear Zone
- Adjusted ROW
- Easement Line
- Restricted Access
- Easement Line

EXHIBIT A

Map Produced on: May 21, 1997



1 inch = 100 feet

Actual plot area shown on this map. The City of
 Portland is not responsible for any errors or
 omissions in this information. This
 map is not to be used for legal purposes.
 © Copyright 1997, City of Portland, Oregon
 Director: OGBM

State of California)
County of Riverside) ss

On 11-7-97, 1997, before me, a notary public in and for said State, personally appeared

Mary Helen J. Lundi-young and Harold Dean Courts

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.

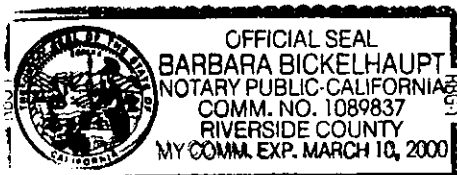
WITNESS my hand and official seal.

Barbara Bickelhaupt
Signature

CAPACITY CLAIMED BY SIGNER

- Attorney-in-fact
- Corporate Officer(s)
Title COMMANDER Title TREASURER
- Guardian /Conservator
- Individual(s)
- Partner(s)
() General () Limited
- Trustee(s)
- Other _____

The party(ies) executing this document is/are representing:



P:\WPDATA\COV\97109201.BP

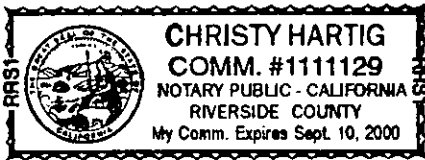
State of California)
County of Riverside) ss

On 12-19-97, 1997, before me, a

notary public in and for said State, personally appeared

Vincent J. Baggett and Leah A. Baggett

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.

Christy Hartig
Signature

CAPACITY CLAIMED BY SIGNER

- Attorney-in-fact
- Corporate Officer(s)
Title _____ Title _____
- Guardian /Conservator
- Individual(s)
- Partner(s)
() General () Limited
- Trustee(s)
- Other _____

The party(ies) executing this document is/are representing:

State of California)
County of Riverside)^{ss}

On October 22, 1997, 1997, before me, a
notary public in and for said State, personally appeared

Donald S. Swanson

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.

Tracy M. Straley
Signature

CAPACITY CLAIMED BY SIGNER

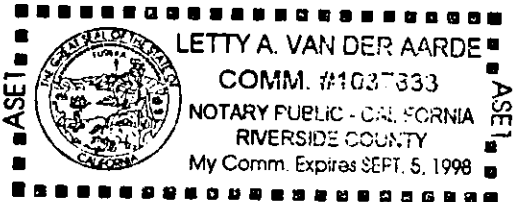
- () Attorney-in-fact
- () Corporate Officer(s)
Title _____ Title _____
- () Guardian /Conservator
- Individual(s)
- () Partner(s)
() General () Limited
- () Trustee(s)
- () Other _____

The party(ies) executing this document is/are representing:

State of California)
County of Riverside) ss

On August 25, 1997, 1997, before me, a notary public in and for said State, personally appeared Mar Jonie STEAN

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.

Letty A Van Der Aarde
Signature

CAPACITY CLAIMED BY SIGNER

- Attorney-in-fact
- Corporate Officer(s)
Title _____ Title _____
- Guardian /Conservator
- Individual(s)
- Partner(s)
 General Limited
- Trustee(s)
- Other _____

The party(ies) executing this document is/are representing:

State of **STATE of CALIFORNIA**)
County of **COUNTY of RIVERSIDE**) ss

On TWENTY SEVENTH DAY OF SEPTEMBER ⁸⁹⁸, 1997, before me, a notary public in and for said State, personally appeared

MOLLY S. BRADY

~~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.

Lucien J. La Croix Sr.
Signature

CAPACITY CLAIMED BY SIGNER

- () Attorney-in-fact
- () Corporate Officer(s)
Title _____ Title _____
- () Guardian /Conservator
- Individual(s)
- () Partner(s)
() General () Limited
- () Trustee(s)
- () Other _____

CS

The party(ies) executing this document is/are representing:

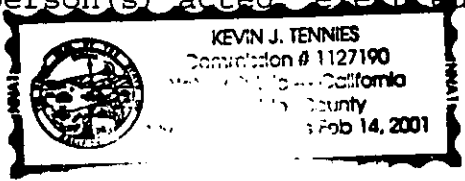
State of California)
County of Riverside) ss

On 12-26-97, 1997, before me, a

notary public in and for said State, personally appeared

William W. Baggett and Elaine E Baggett

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]
signature

CAPACITY CLAIMED BY SIGNER

- Attorney-in-fact
- Corporate Officer(s)
Title _____ Title Notary Public
- Guardian /Conservator
- Individual(s)
- Partner(s)
() General () Limited
- Trustee(s)
- Other _____

The party(ies) executing this document is/are representing:

