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WHEN RECORDED MAIL TO:

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

Project: Case RZ-010-967
Case GP-005-967
Case CU-017-789

RECEIVED FOR RECORD
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JAN 27 1998

Recorded in Official Records
of Riverside County, California

Recorder

Fees \$

For Recorder's Office Use Only



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COVENANT AND AGREEMENT
ESTABLISHING EASEMENTS FOR ACCESS, PARKING AND
CROSS-LOT DRAINAGE,
LIMITING THE USE OF THE PROPERTY,
AND PROVIDING FOR A UNIFIED PROJECT

THIS COVENANT AND AGREEMENT is made and entered into this 30th day of October, 1997, by JEROME H. THOMPSON and BONNY L. THOMPSON, as Trustees of the JEROME AND BONNY THOMPSON REVOCABLE TRUST, DATED JANUARY 14, 1997 (collectively, "Declarants"), with reference to the following facts:

A. Declarants are the fee owners of the real property (the "Property") consisting of three adjacent parcels (respectively, "Parcel 1", "Parcel 2" and "Parcel 3") located in the City of Riverside, County of Riverside, State of California, and described in Exhibit A, attached hereto and incorporated herein by this reference.

B. The Property is located on Arlington Avenue between McMahan Street and The Atchison, Topeka and Santa Fe Railroad within the City of Riverside, California. Declarants are seeking to expand an existing mini-storage facility on the Property and have applied to the City of Riverside ("City") for a rezoning on a portion of the Property in Zoning Case RZ-010-967, a change in the land use designation in General Plan Case GP-005-967 and a revision to the existing Conditional Use Permit for the mini-warehouses in Case CU-017-789.

C. As a condition of approval of the above-noted cases, Declarants must:

(1) Record a covenant, subject to review and approval of the Legal and Planning Departments, allowing the following uses on the Property:

a. Mini-warehouse for the storage of goods, materials, personal effects and recreational vehicles subject to

the standards as listed in Section 19.36.020(2)(K) of the Riverside Municipal Code and the granting of a conditional use permit.

- b. Any special uses listed in Chapter 19.64 of the Riverside Municipal Code subject to the granting of a conditional use permit except heliports and helistops and mineral extraction.
- c. Office uses as listed in the Restricted Office ("RO") Zone as set forth in Chapter 19.20 of the Riverside Municipal Code.

(2) Record a Covenant and Agreement, subject to the approval of the Planning and Legal Departments, prior to approval of a lot line adjustment to insure that the three separate parcels will function as a single project.

(3) Submit documentation prior to building permit issuance for Planning and Legal Departments' approval to assure mutual access for ingress, egress and parking across the three parcels.

(4) Record a Covenant and Agreement, subject to the approval of the Public Works and Legal Departments, for cross-lot drainage.

D. Declarants intend by this document to comply with the conditions above noted.

NOW, THEREFORE, Declarants hereby declare that the Property is and hereafter shall be held, conveyed, transferred, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the following declarations, limitations, covenants, conditions, restrictions and easements, all of which are imposed as equitable servitudes pursuant to a general plan for the development of the Property for the purpose of enhancing and protecting the value and attractiveness of the Property, and each Parcel thereof, and to comply a condition imposed by the City for the approval of the rezoning on a portion of the Property in Zoning Case RZ-010-967, a change in the land use designation in General Plan Case GP-005-967 and a revision to the Conditional Use Permit for the mini-warehouses in Case CU-017-789. All of the covenants, conditions, limitations, restrictions and easements shall run with the land, shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the Property or any Parcel or portion thereof, and shall be binding and inure to the benefit of each successor and assignee in interest of each such party. Any conveyance, transfer, sale, assignment, lease or sublease made by Declarants of a Parcel of the Property shall be and hereby is deemed to incorporate by reference all of the provisions of this Covenant and Agreement, including, but not limited to, all the covenants, conditions, restrictions, limitations, grants of easement, rights, rights of way and equitable servitudes contained herein.

1. Definitions. In addition to the definitions hereinbefore set

forth, the following words or phrases when used in this Covenant and Agreement (except when the context otherwise requires) shall have the following definitions:

(a) "Building Areas" shall mean those areas on each Parcel of the Property upon which buildings have been or are to be constructed pursuant to plans approved by the City and building permits issued therefor.

(b) "Common Area" shall mean all the areas of Parcels 1, 2 and 3 other than Building Areas.

(c) "Drainage waters" shall mean storm water and/or surface water runoff and/or nuisance drainage waters whether from public or private property or public or private storm drain facilities including public or private streets.

(d) "Established Drainage Facility" or "Established Drainage Facilities" shall mean any improvement constructed or installed by Declarants for drainage of drainage waters in accordance with the Storm Drain Plan.

(e) "Owner" shall mean any person, whether an individual, corporation, association or otherwise, in which title to a Parcel is vested, as shown by the Official Records of Riverside County, California. Declarants shall be deemed the Owner of any unsold or retained Parcels until Declarants shall have executed or caused to be recorded in the Office of the County Recorder of Riverside County, California, an instrument of conveyance conveying the respective Parcel. If more than one person is Owner of a Parcel, then all such persons shall be jointly and severally liable for all obligations herein of the Owner of a Parcel.

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

(g) "Storm Drain Plan" shall mean the Storm Drain Plan & Fire System Plan, Expansion of Attic Self Storage, 6451 McMahon Street for the Property prepared by Gabel, Cook & Becklund in conjunction with Zoning Cases RZ-010-967 and CU-017-789, a copy of which plan is on file in the Public Works Department of City.

2. Limitations on Use. The Property and each Parcel thereof shall only be used for the following:

(a) Miniwarehouses for the storage of goods, materials, personal effects and recreational vehicles, subject to the standards as listed in Section 19.36.020(2)(K) of the Riverside Municipal Code, and the granting of a conditional use permit in accordance with the Zoning Code of City. A copy of Section 19.36.020(2)(K) is attached hereto as Exhibit B, and incorporated herein by this reference.

(b) Any special uses listed in Chapter 19.64 of the Riverside Municipal Code subject to the granting of a conditional

use permit except heliports, helistops and mineral extraction. The special uses listed in Chapter 19.64, excluding heliports, helistops and mineral extraction, are as follows:

(1) Cemeteries, columbariums, crematories, mausoleums, offices and uses connected with and incidental to cemetery use;

(2) Mortuaries and associate chapels, churches, church schools, parsonages, monasteries, convents and recreational or entertainment uses incidental to church purposes;

(3) Clubs and lodges (private, nonprofit) including a private catering business as an ancillary function provided that the conditional use permit specifically includes the catering business;

(4) Day nurseries, child care centers and preschool or nursery schools;

(5) Educational institutions and private elementary and high schools;

(6) Establishments involving large assemblages of people or automobiles such as open-air theaters, stadiums, auditoriums, exhibition halls and sports arenas;

(7) Hospitals and sanitariums;

(8) Libraries and museums (nonprofit);

(9) Public utility installations;

(10) Commercial radio and television transmitting and/or receiving stations, antennas and appurtenant support structures and facilities and any other antenna installation which constitutes the sole or principal use of a property;

(11) Recreational facilities, privately operated (excluding bowling alleys, ice skating rinks and roller skating rinks);

(12) Other special or unusual uses which provide an unusual combination of uses on a large scale or which the Planning Commission of City may determine to be similar, not more detrimental and equally essential to serve the public convenience and welfare;

(13) The occupancy of a single house car, mobile home, motor home or trailer for residential use on an unimproved lot, one acre or larger, for a period exceeding the fifteen days in any one calendar year prescribed by Section 19.68.050 of the Riverside Municipal Code, but not exceeding one year;

(14) Retail businesses and offices contained entirely

within structures of historical, cultural or architectural significance provided all of the following criteria apply:

(i) The use, except for appurtenant off-street parking, is conducted entirely within the structure;

(ii) The structure is registered in the National Historic Register, a State Historical Landmark or a designated City Cultural Heritage Landmark or Structure of Merit;

(iii) The proposed use substantially preserves the significant characteristics of the structure;

(iv) The proposed use is not detrimental to the surrounding neighborhood;

(15) Certified farmers' market as defined in the Chapter 19.04 of the Riverside Municipal Code;

(16) The use of a mobile medical unit when such use is in conjunction with an established medical office or hospital and the mobile medical unit is to be located on the same property or on adjacent non-residential property; and

(17) Transitional shelter housing, group housing, permanent emergency shelter or drop-in center as defined in Chapter 19.04 of the Riverside Municipal Code.

(c) Office uses listed in the Restricted Office ("RO") Zone as set forth in Chapter 19.20 of the Riverside Municipal Code. The office uses listed in Chapter 19.20 for the RO Zone are set forth in Exhibit C, attached hereto and incorporated herein by this reference.

3. Unified Project. The Property and each Parcel of the Property shall only be occupied, sold, leased and used as a single, unified mini-warehouse project under Conditional Use Permit CU-017-789, or as said permit may be amended or revised from time to time. None of the Parcels of the Property shall be used separately from the other for mini-warehouses under any other separate conditional use permit or other approval of City. All buildings and other structures shall have a single, unified architectural design.

4. Easements for Parking and Access. Declarants hereby establish, grant and reserve nonexclusive easements for parking and vehicular and pedestrian ingress and egress over, along, under and across the Common Areas of each Parcel of the Property (as said Parcel now exists or may hereinafter be reconfigured), designated as driveway and parking spaces on the plans for the development of each Parcel of the Property as may be approved by the City, for the use and benefit of and as an easement appurtenant to the remaining Parcels (as said Parcels now exists or as hereinafter reconfigured).

The nonexclusive easements herein established shall be and are for

vehicular and pedestrian ingress and egress, and for the parking of motor vehicles.

5. Barriers. Declarants shall not construct, erect, install, maintain or permit the construction, erection, installation or maintenance of any barrier, barricade, wall, or fence between the Parcels of the Property which would preclude or interfere with the use of the driveways and parking spaces by the Owners, occupants, employees and invitees of the other Parcels; provided, however, nothing herein shall prevent the installation, construction or maintenance of necessary traffic control devices.

6. Construction of Established Drainage Facilities. Declarants shall construct or cause to be constructed the Established Drainage Facilities consisting of, but not necessarily limited to, concrete V-gutters, inlets and storm drain lines, all in accordance with the Storm Drain Plan on file with City. The Established Drainage Facilities shall be constructed prior to the sale or further development of any Parcel of the Property.

7. Acceptance of Drainage Waters. Declarants for themselves and their heirs, successors and assigns, hereby agree to accept and do accept the surface flow of drainage waters onto Parcel 1 of the Property from Parcels 2 and 3 of the Property and onto Parcel 2 of the Property from Parcels 1 and 3 of the Property (as each of said Parcels now exists or may hereinafter be reconfigured).

8. Establishment of Private Cross-Lot Drainage Easements. Declarants hereby establish, grant and reserve nonexclusive easements for cross-lot drainage as follows:

(a) A nonexclusive easement for the flow of drainage waters in the Established Drainage Facilities over, along and across the Established Drainage Facilities on Parcel 1 of the Property as shown on the Storm Drain Plan for the use and benefit of and as an easement appurtenant to Parcels 2 and 3 of the Property (as said Parcels now exists or may hereinafter be reconfigured).

(b) A nonexclusive easement for the flow of drainage waters in the Established Drainage Facility over, along and across the Established Drainage Facilities on Parcel 2 of the Property as shown on the Storm Drain Plan for the use and benefit of and as an easement appurtenant to Parcels 1 and 3 of the Property (as said Parcels now exists or may hereinafter be reconfigured).

9. Interference with Established Drainage Facilities and Natural Water Drainage. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken on any Parcel which may damage or interfere with, or obstruct or retard the flow of water through the Established Drainage Facilities. No wall, fence or other structure shall be placed on or near the property lines of any Parcel of the Property which would block the natural drainage flow of surface water runoff and storm water as accepted in Paragraph 7 above except as otherwise shown on the Storm Drain Plan.

10. Maintenance of Established Drainage Facilities. Each Owner of a Parcel upon which an Established Drainage Facility is located shall maintain, clean, repair and replace, when necessary, such Established Drainage Facility located on said Parcel in order to keep such Established Drainage Facility in a good working order and repair at all times.

11. Enforcement. The provisions of this Covenant and Agreement shall be enforceable at law or in equity by Declarants, each successive Owner and, subject to the provisions of Paragraph 12 below, City. In the event of any legal or equitable proceeding for the enforcement of or to restrain a violation of this Covenant and Agreement, or any provision hereof, the prevailing party therein shall be entitled to reasonable attorneys' fee in addition to any other costs to which such party is entitled. The failure of Declarants, any Owner or City to enforce any provision of this Covenant and Agreement shall in no event be deemed to be a waiver of the right to do so thereafter nor the right to enforce any other provision hereof.

12. Notice from City. Any remedy granted to City pursuant to Paragraph 11 hereof shall be exercisable by the City only if the Owner (including the Declarants) shall fail to cure a violation of breach hereof after five days' written notice from City, or, if such cure cannot be completed within such five-day period, if the Owner shall fail to commence to cure the same within such five-day period and to diligently prosecute such cure to completion. Any notice given by the City pursuant to this paragraph shall be deemed served when delivered to the Owner in person, or sent by U. S. Mail, registered or certified, return receipt requested, postage prepaid, addressed to the Owner at the last known mailing address of the Owner.

13. Release. Declarants and each successive Owner of a Parcel of the Property hereby release City and its officers and employees from any and all claims, demands, suits or other actions that Declarants or Owner and their heirs, successors or assigns may now or in the future have arising out of or incurred as a result of the drainage waters flooding, flowing over, or remaining on any Parcel whether due to natural surface water and storm water runoff or to the construction or maintenance of an Established Drainage Facility and the diversion of water into such facility. Declarants agree that the matters released herein are not limited to matters which are known or disclosed, and Declarants for themselves and each successive Owner, waive any and all rights and benefits which they now have, or in the future may have, conferred upon them by virtue of the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

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

In this connection, Declarants agree, represent and warrant that they are familiar with, have read, and understand Civil Code Section 1542, and Declarants realize and acknowledge that factual matters now unknown to them may have given, or may hereafter give rise to claims, which are

presently unknown, unanticipated and unsuspected, and Declarants further agree, represent and warrant that this release has been negotiated and agreed upon in light of that realization and that Declarants nevertheless intend to release, discharge, and acquit City from any such unknown claims which are in any way related to drainage waters flooding, flowing over, or remaining on any Parcel whether due to natural surface water and storm water runoff or the construction and maintenance of the Established Drainage Facilities and the diversion of drainage waters into such facilities.

14. No Gift or Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Common Area to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Declarants that this document shall be strictly limited to and for the purposes herein expressed. The right of the public or any person to make use whatsoever of the Common Area of the Property, or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is solely by permission, and subject to the control of the Owner(s). Notwithstanding any other provision herein to the contrary, Declarants may periodically restrict ingress and egress on the driveway and parking areas of the Common Area in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress or egress shall be limited to the minimum period necessary to prevent the creation of a prescriptive easement and shall occur at such time as to have a minimum effect on the Owners, occupants and invitees of the Parcels of the Property.

15. Merger. This Covenant and Agreement shall not be subject to the doctrine of merger, even though the underlying fee ownership of the Parcels described herein is vested in one party or entity.

16. Effect of Covenant and Agreement; Grant or Reservation of Easements. Any person who now or hereafter owns or acquires any right, title or interest in or to any Parcel of the Property shall be deemed (a) to have consented and agreed to every covenant, condition, restriction and easement contained herein; and (b) to have been granted and be subject to each of the applicable easements described in Paragraphs 4 and 8 hereof, whether or not any reference to this Covenant and Agreement is contained in the instrument by which such person acquired an interest in the Property. In the event Declarants shall sell, convey, lease or otherwise change the ownership of any Parcel of the Property, as such Parcel is conveyed, Declarants shall grant and reserve, as is appropriate, the easements established in Paragraphs 4 and 8 above.

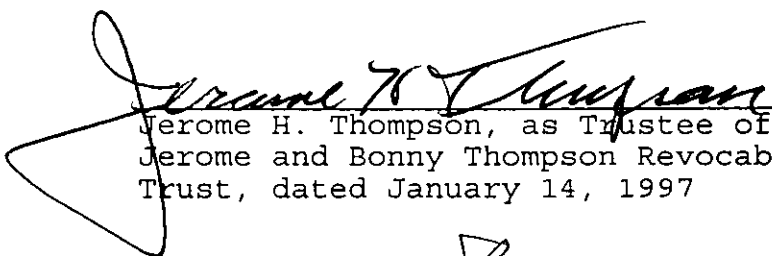
17. Mutuality, Reciprocity, Run with Land. All of the provisions contained herein are made for the direct, mutual and reciprocal benefit of each and every Parcel of the Property and create mutual, equitable servitudes upon each Parcel as the servient tenement in favor of the other Parcels as the dominant tenement and create reciprocal rights and obligations among the respective Owners of the Parcels, and privity of contract and estate among all grantees of the Parcels, their successors and assigns in interest. In addition, each of the provisions hereof shall operate as covenants running with the


land for the benefit of the Property and each Parcel thereof and shall inure to the benefit of all Owners thereof, their successors and assigns in interest, and shall apply to and bind each successive Owner of each Parcel, their successors and assigns in interest.

18. Amendment, Termination. This Covenant and Agreement, and any provisions contain herein, may be terminated, modified or amended as to all of the Property or any portion thereof only upon the written agreement of the Owners of all of the Parcels of the Property, and the consent of City. No such termination, modification or amendment shall be effective until there shall have been executed, acknowledged and recorded in the Office of the Recorder of Riverside County, California, an appropriate instrument evidencing the same, including the consent of City.

As this Covenant and Agreement is made and entered into for the purpose of complying with conditions of approval imposed by the City for the approval of the rezoning on a portion of the Property in Zoning Case RZ-010-967, a change in the land use designation in General Plan Case GP-005-967 and a revision to the Conditional Use Permit for the mini-warehouses in Case CU-017-789, it shall not be extinguished, terminated, modified, amended or altered in any way except with the prior written and recorded consent of the City as authorized and directed by the City Council of City.

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


 Jerome H. Thompson, as Trustee of the
 Jerome and Bonny Thompson Revocable
 Trust, dated January 14, 1997


 Bonny L. Thompson, as Trustee of the
 Jerome and Bonny Thompson Revocable
 Trust, dated January 14, 1997

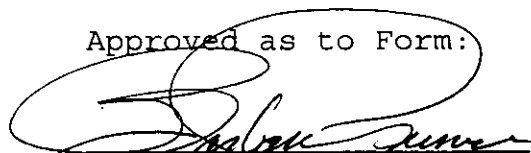
Approved as to Content:


 Planning Department

Approved as to Content:


 Public Works Department

Approved as to Form:


 Assistant City Attorney

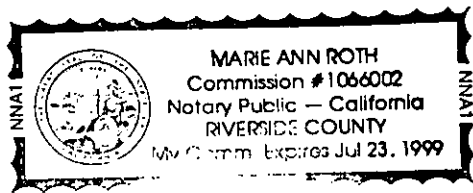
State of California)
County of Riverside)se

On October 30, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared

Bonny L. Thompson

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.



Marie Ann Roth
Signature

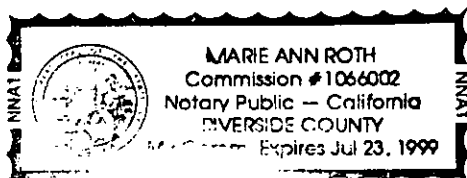
State of California)
County of Riverside)se

On October 30, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared

Jerome H. Thompson

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.



Marie Ann Roth
Signature

26657

EXHIBIT A

CIA 590

EXHIBIT APARCEL 1

PARCELS 3 AND 4 OF PARCEL MAP 13630, AS SHOWN BY MAP ON FILE IN BOOK 68 PAGES 2 AND 3 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

TOGETHER WITH A PARCEL OF LAND IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING ALL THAT PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED DATED DECEMBER 12, 1890 TO SOUTHERN CALIFORNIA RAILWAY COMPANY (PREDECESSOR IN INTEREST TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY), RECORDED FEBRUARY 5, 1891 IN BOOK 125 OF DEEDS AT PAGE 223, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, BEING SITUATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN;

EXCEPTING THEREFROM ALL THAT PORTION OF THE ABOVE DESCRIBED PARCEL OF LAND LYING NORTHERLY OF THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF PARCEL 3 OF PARCEL MAP 13630, ON FILE IN BOOK 68, PAGES 2 AND 3 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM ALL THAT CERTAIN PARCEL OF LAND DESCRIBED IN QUITCLAIM DEED DATED FEBRUARY 4, 1965 FROM THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY TO CLARENCE J. IVERT AND ELENORE N. IVERT, LYING WITHIN THE ABOVE DESCRIBED PARCEL OF LAND, SAID EXCEPTION DESCRIBED IN SAID QUITCLAIM DEED AS FOLLOWS:

AN IRREGULAR SHAPED PARCEL OF LAND IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 34 WITH AN ARC OF A CURVE THAT IS CONCENTRIC WITH AND DISTANT SOUTHEASTERLY 50.00 FEET, MEASURED RADIALLY FROM THE CENTERLINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S 100 FOOT WIDE MAIN TRACK RIGHT OF WAY AS DESCRIBED IN DEED DATED MAY 20, 1886 FROM P. M. JOHNSON TO RIVERSIDE, SANTA ANA AND LOS ANGELES RAILWAY COMPANY AND RECORDED JUNE 8, 1888 IN BOOK 74 OF DEEDS, PAGE 313, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SECTION 34 TO A POINT IN A LINE THAT IS CONCENTRIC WITH AND DISTANT SOUTHEASTERLY 125.00 FEET, MEASURED RADIALLY FROM THE CENTERLINE OF SAID 100.00 FOOT WIDE RIGHT OF WAY;

THENCE NORTHEASTERLY ALONG THE ARC OF LAST SAID CONCENTRIC CURVE HAVING A RADIUS OF 1557.7 FEET, THROUGH A CENTRAL ANGLE OF 04°33'52" A DISTANCE OF 123.78 FEET;

THENCE NORTHWESTERLY ALONG A RADIAL LINE OF SAID CONCENTRIC CURVE 75.00 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY LINE OF SAID RAILWAY COMPANY'S 100 FOOT WIDE MAIN TRACK RIGHT OF WAY, BEING THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1482.7 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF LAST SAID CONCENTRIC CURVE TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED BY GRANT OF EASEMENT TO THE CITY OF RIVERSIDE BY RESOLUTION NO. 7627 RECORDED FEBRUARY 15, 1957 IN BOOK 2041 OF DEEDS, AT PAGE 43 THEREOF, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT CERTAIN REAL PROPERTY IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING PORTIONS OF THE RIGHTS OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY (SUCCESSOR IN INTEREST TO THE RIVERSIDE, SANTA ANA AND LOS ANGELES RAILWAY COMPANY AND SOUTHERN CALIFORNIA RAILWAY COMPANY) AS SAID RIGHTS OF WAY ARE DESCRIBED IN DEEDS RECORDED IN BOOK 74 OF DEEDS, PAGE 313, RECORDS OF SAN BERNARDINO COUNTY; IN DEED RECORDED IN BOOK 48 OF DEEDS, PAGES 17 AND 18, RECORDS OF SAN BERNARDINO COUNTY; IN DEED RECORDED IN BOOK 125 OF DEEDS, PAGE 223, RECORDS OF SAN BERNARDINO COUNTY; AND IN DEED RECORDED IN BOOK 69 OF DEEDS, PAGE 21, ET SEQ., RECORDS OF RIVERSIDE COUNTY, AND BEING ALL THOSE PORTIONS OF SAID RIGHTS OF WAY WHICH ARE SITUATE BETWEEN LINES THAT ARE PARALLEL WITH AND DISTANT 44.00 FEET AT RIGHT ANGLES FROM AND ON EACH SIDE OF THE SOUTHERLY LINE OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN;

ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF RIVERSIDE BY DEED RECORDED DECEMBER 16, 1988 AS INSTRUMENT NO. 369591, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM ALL MINERALS CONTAINED IN THE ABOVE DESCRIBED LAND, INCLUDING, WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, PROVIDED THAT SANTA FE RAILWAY SHALL NOT HAVE THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS. SANTA FE RAILWAY MAY, HOWEVER, AND HEREBY RESERVES THE RIGHT TO, REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND, PROVIDED THAT THE EXERCISE OF SUCH RIGHTS BY SANTA FE RAILWAY SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF THE LAND HEREBY CONVEYED OR OF ANY IMPROVEMENTS THEREON, AS RESERVED IN DOCUMENT RECORDED DECEMBER 6, 1988 AS INSTRUMENT NO. 357384, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TOGETHER WITH THAT PORTION OF LOT X, AS SHOWN BY MAP OF THE RIVERSIDE INDUSTRIAL DEVELOPMENT PROJECT, MCNEW TRACT ON FILE IN BOOK 12, PAGE 18 OF MAPS, RECORDS

OF RIVERSIDE COUNTY, CALIFORNIA DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN SET AT THE SOUTHWEST CORNER OF LOTS X;

THENCE EAST ALONG THE NORTHERLY LINE OF EAST ARLINGTON AVENUE, A DISTANCE OF 100 FEET TO A POINT;

THENCE NORTH AND AT RIGHT ANGLES TO SAID EAST ARLINGTON AVENUE, A DISTANCE OF 150 FEET;

THENCE WEST AND PARALLEL TO EAST ARLINGTON AVENUE, A DISTANCE OF APPROXIMATELY 19 FEET TO THE EAST LINE OF THE SANTA FE RAILROAD LAND;

THENCE SOUTHERLY ALONG THE SAID EAST LINE OF THE SANTA FE RAILROAD LAND TO POINT OF BEGINNING.

PARCEL 2

PARCELS 1 AND 2 OF PARCEL MAP 13630, AS SHOWN BY MAP ON FILE IN BOOK 68 PAGES 2 AND 3 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

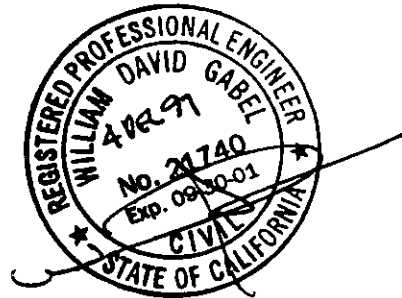
TOGETHER WITH A PARCEL OF LAND IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING ALL THAT PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED DATED DECEMBER 12, 1890 TO SOUTHERN CALIFORNIA RAILWAY COMPANY (PREDECESSOR IN INTEREST TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY), RECORDED FEBRUARY 5, 1891 IN BOOK 125 OF DEEDS AT PAGE 223, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, BEING SITUATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN;

EXCEPTING THEREFROM ALL THAT PORTION OF THE ABOVE DESCRIBED PARCEL OF LAND LYING SOUTHERLY OF THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF PARCEL 3 OF PARCEL MAP 13630, ON FILE IN BOOK 68, PAGES 2 AND 3 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM ALL MINERALS CONTAINED IN THE ABOVE DESCRIBED LAND, INCLUDING, WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, PROVIDED THAT SANTA FE RAILWAY SHALL NOT HAVE THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS. SANTA FE RAILWAY MAY, HOWEVER, AND HEREBY RESERVES THE RIGHT TO, REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND, PROVIDED THAT THE EXERCISE OF SUCH RIGHTS BY SANTA FE RAILWAY SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF THE LAND HEREBY CONVEYED OR OF ANY IMPROVEMENTS THEREON, AS RESERVED IN DOCUMENT RECORDED DECEMBER 6, 1988 AS INSTRUMENT NO. 357384, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3

PARCEL 2 OF PARCEL MAP ON FILE IN BOOK 16 PAGE 49, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY CALIFORNIA.



26657

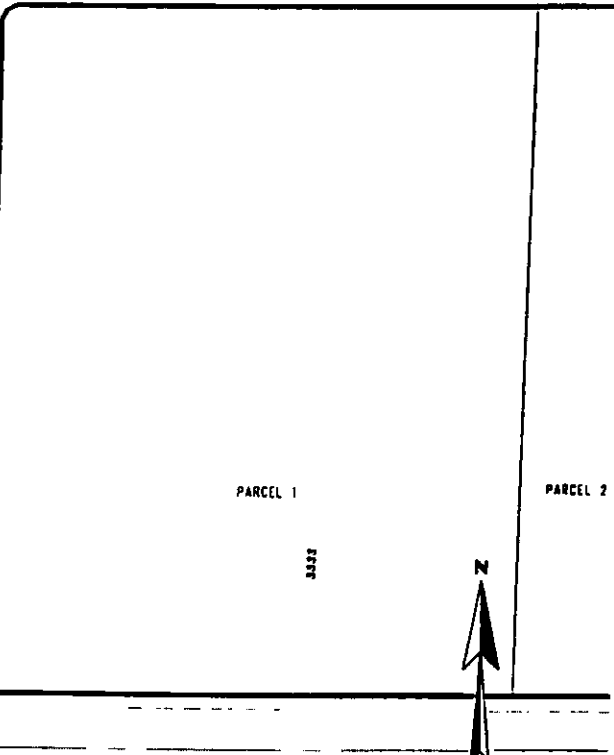
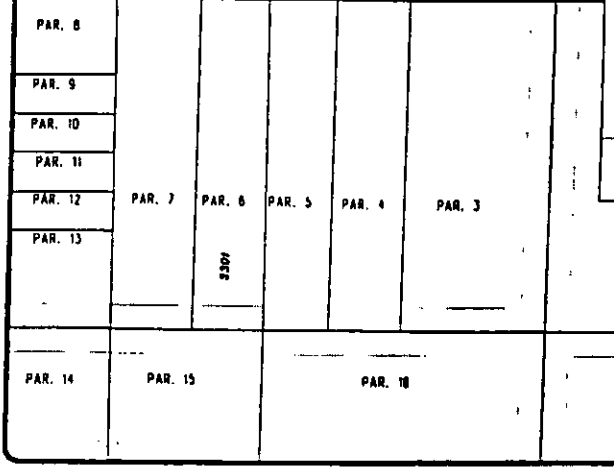
RIVERSIDE INDUSTRIAL DEVELOPMENT AND AMENDED MAP

POR. PAR. 1

P.M. 16/49

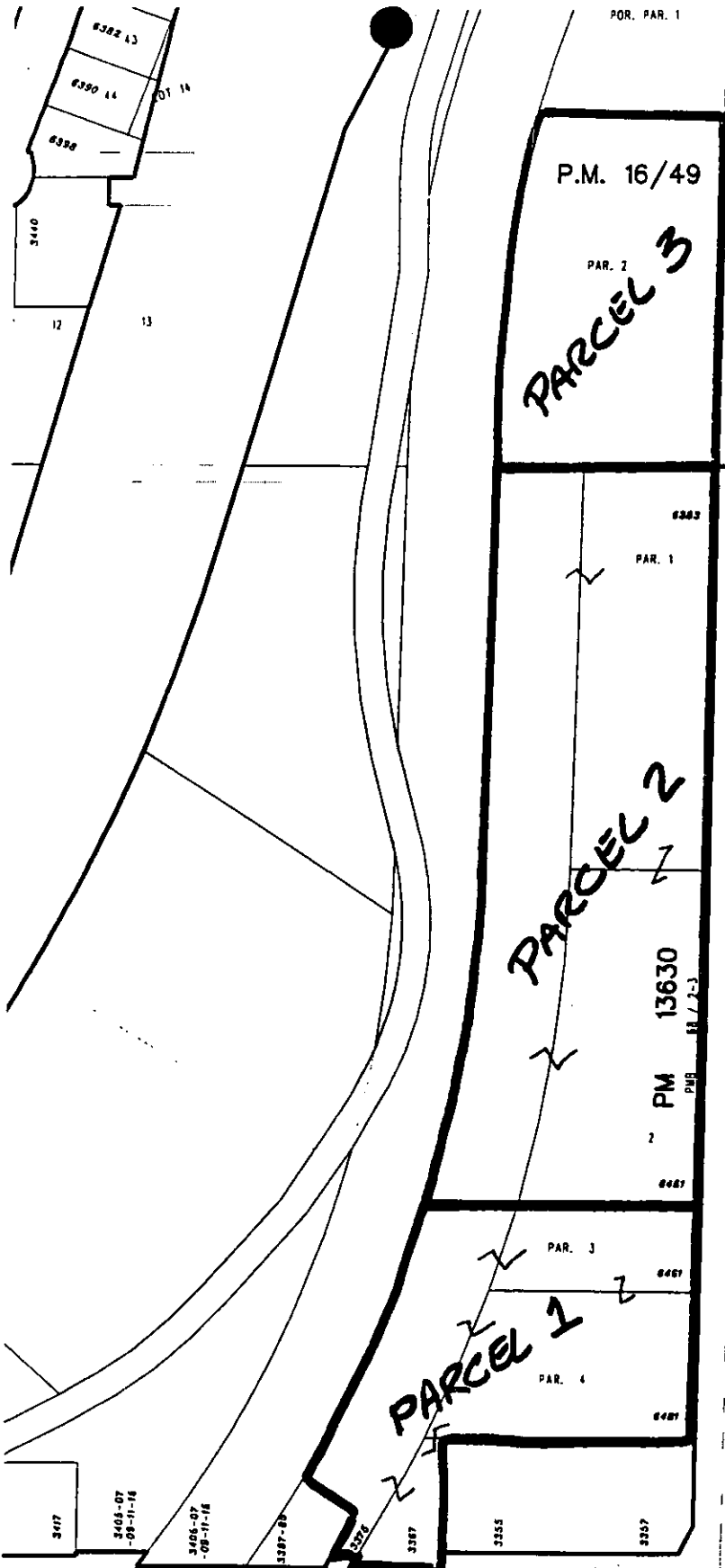
PAR. 2

PARCEL 3



December 09, 1997
1 inch = 200 feet

Acad plotter reference 4/10/1998. The City of Riverside makes no warranty on the accuracy or content of the data shown on this map. This map shall not be reproduced or distributed without the written consent of the City of Riverside. City of Riverside, California
Permit No. 26657



C/A 590

26657

EXHIBIT B

Section 19.36.020(2)(K) of the Riverside Municipal Code

- (K) Miniwarehouses for the storage of goods, materials, personal effects and recreational vehicles, subject to a conditional use permit and subject to compliance with the following criteria:
1. Prohibited Materials. The following is prohibited in miniwarehouses:
 - (a) Bulk storage of inflammable or explosive matter or material;
 - (b) Storage of matter or materials which creates obnoxious dust, odor or fumes.
 2. Site Parameters.
 - (a) The site shall have at least one hundred feet of frontage on a major or secondary street designated on the Transportation and Circulation Element of the General Plan;
 - (b) The site shall have a minimum net lot area of one acre.
 3. Site Development Standards.
 - (a) Setbacks. Except as setbacks along major streets may require larger setbacks, all buildings, structures or improvements shall be located not closer than twenty feet to any street or residentially-zoned property;
 - (b) Building Height. Structures shall not exceed twenty feet in overall height, except as otherwise provided in Section 19.68.030;
 - (c) Walls. When adjoining any lot in any Residential or Restricted Office Zone, six-foot-high masonry walls shall be erected and maintained along such property lines;
 - (d) Screening of Outdoor Storage. When permissible, if outdoor storage is utilized, such storage shall be screened from all adjacent properties and streets by a solid masonry wall eight feet in height;
 - (e) Use of Open Area. Notwithstanding any other provision of this Section, open areas, including required setbacks from interior property lines, may be used for driveways, parking, outdoor storage, or landscaping. All street setbacks must be fully landscaped;
 - (f) Other site development requirements may be established by special conditions of approval.
 4. Building, landscaping, irrigation, wall and sign plans shall be subject to the approval of the Design Review Board.

EXHIBIT C

Offices for the following occupations and uses; provided that such uses except for off-street parking shall be conducted wholly within a building except that commercial coaches may be used as temporary offices during the construction of a permanent building, subject to the approval of a conditional use permit and in accordance with the provisions enumerated in Section 19.34.020 (1):

- A. Addressing service;
- B. Advertising agency;
- C. Administrative and executive offices only for business or industrial establishments;
- D. Appraisers;
- E. Architects;
- F. Attorneys at law;
- G. Barbershop;
- H. Beauty shop;
- I. Business and management consultants;
- J. Chiropodists;
- K. Chiropractors;
- L. City planners;
- M. Collection agency;
- N. Credit reporting agency;
- O. Dental laboratories rendering services only; provided, that manufacture, fabricating or selling of any article or commodity other than that incidental to dental offices shall not be permitted;
- P. Dentists;
- Q. Detective agency;
- R. Economists;
- S. Employment agency;
- T. Engineers and surveyors;
- U. Financial institutions, including banks, savings and loan associations and credit unions;
- V. Insurance brokers;
- W. Land title companies;
- X. Landscape architects;
- Y. Manufacturer's representative;
- Z. Mimeographing service;
- AA. Opticians;
- BB. Oculists;
- CC. Optometrists;
- DD. Osteopaths;
- EE. Public relations consultants;
- FF. Public accountants;
- GG. Physical therapist;
- HH. Physicians;
- II. Psychiatrist;
- JJ. Psychologist;
- KK. Public notaries;

- LL. Publishing companies, not including printing operations;
- MM. Property management consultants;
- NN. Public utility consumer service office;
- OO. Public stenographers;
- PP. Real estate brokers;
- QQ. Research offices for the conduct of scientific research, theoretical studies and investigations by or under the supervision of professional scientists and highly trained specialists in the fields of physical, economic or social research. Such research shall not involve the manufacture, fabrication, processing or sale of products on the premises and shall not be obnoxious or offensive by reason of emission of dust, gas, smoke, noise, fumes, odors, vibrations or other similar causes;
- RR. Stockbrokers;
- SS. Surgeons;
- TT. Trade associations, labor organizations, fraternal and social service organizations (administrative or executive office only);
- UU. Transportation ticket agencies;
- VV. Tabulating and computing service;
- WW. Telegraph consumer service office;
- XX. Telephone answering service;
- YY. Travel bureaus;
- ZZ. Any other similar activities as may be approved by the Planning Commission in accordance with the provisions of Section 19.68.010; provided, that except as permitted elsewhere in this Chapter, no stores, shops or other establishments shall be permitted where foods, wares or merchandise are produced, processed, stored, sold or serviced; and further provided, that there shall be no outdoor display or advertising except as specified in Chapter 19.76;
- AAA. Photographer's studio, including incidental film processing; provided that commercial sales or equipment or supplies shall not be permitted on the premises;
- BBB. Watch and clock repair shops, excluding the sale of any merchandise or product except necessary parts sold in connection with the repair of watches and clocks;