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**First American Title Company**

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 Lobb & Cliff, LLP )  
 1650 Spruce Street, )  
 Suite 303. )  
 Riverside, CA 92507 )

When Recorded Mail To: )

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

PM 30547

**DOC # 2003-558000**

07/25/2003 08:00A Fee:58.00

Page 1 of 18

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
 FOR RECIPROCAL ACCESS, DRAINAGE, PARKING AND UTILITY EASEMENTS**

This Declaration of Covenants, Conditions and Restrictions for Reciprocal Access, Drainage, Parking and Utility Easements ("Declaration") is made as of this 22<sup>nd</sup> day of July, 2003, by Hunter Tech Park Associates, LLC, a California limited liability company ("Declarant") with reference to the following:

A. Declarant is the fee owner of that certain real property (the "Property") in the City and County of Riverside, State of California, more particularly described in Exhibit "A" which is attached to this Declaration and incorporated within it by this reference.

B. Declarant is currently seeking to record a parcel map, identified as Parcel Map 30547 creating four legal parcels ("Parcel 1," "Parcel 2," "Parcel 3," and "Parcel 4," respectively). Parcel 1, Parcel 2, Parcel 3, and Parcel 4 are individually described in Exhibits "B" through "E" which are attached to this Declaration and incorporated within it by this reference.

C. As a condition for approval of the parcel map, the City of Riverside ("City") requires that Parcels 1 through 4 have reciprocal easements for access over and through each other to and from Northgate Street, drainage, and reciprocal access for utility installation and/or maintenance.

D. City further requires that Parcels 2 and 3 have reciprocal access over and through

each other for parking of Vehicles, with the exception of gated areas as described herein.

E. City further requires that Parcels 1 and 4 have reciprocal access over and through each other for parking of Vehicles.

F. Declarant is willing to record a Covenant and Agreement establishing easements for such reciprocal access, drainage, parking, and utility purposes.

NOW THEREFORE, in consideration of these promises, and in order to accomplish the intent of Declarant expressed herein and to meet certain conditions imposed by the City for approval of the Parcel Map, Declarant hereby declares, covenants and agrees as follows:

#### ARTICLE I. DEFINITIONS

1.01. **"Declaration"**. The term "Declaration" means this Declaration of Covenants, Conditions and Restrictions for Reciprocal Access, Drainage, Parking, and Utility Easements, as it may be amended from time to time.

1.02. **"Easement" or "Easements"**. The term "Easement" or "Easements" means the reciprocal access easement being granted herein for Parcel 1, Parcel 2, Parcel 3, and/or Parcel 4 to have reciprocal access over and through each other to and from Northgate Street and/or the drainage, utility, and parking easements all as more particularly described in Article III of this Declaration.

1.03. **"Easement Area."** The term Easement Area shall be defined as that portion of the Property contained with the Easements more particularly described in Article III of this Declaration.

1.04. **"Occupant"**. The term "Occupant" means the Owner or any Person entitled at any time to the use or occupancy of any portion of a Parcel or Parcels under this Declaration or under any lease, license, concession agreement, or other instrument or arrangement.

1.05. **"Owner"**. The term "Owner" or "Owners" means Declarant or Declarant's successors in interest to Parcel 1, Parcel 2, Parcel 3, and/or Parcel 4.

1.06. **"Parcel" or "Parcels"**. The term "Parcel" or "Parcels" means Parcel 1, Parcel 2, Parcel 3, and/or Parcel 4, individually or collectively as the context may require.

1.07. **"Person"**. The term "Person" means an individual or a partnership, firm, association, corporation, trust or any other form of legal or business entity.

1.08. **"Property"**. The term "Property" also means, Parcel 1, Parcel 2, Parcel 3, and Parcel 4, collectively.



1.09. **"User"**. The term "User" means all Persons who have been granted permission to use any portion of the Property, including the Owners, Occupants, employees, guests, invitees, customers, agents, and contractors.

1.10. **"Vehicle"**. The word "Vehicle" shall have the meaning set forth in Section 670 of the California Vehicle Code as of the date of this Declaration.

## ARTICLE II. DECLARATION

2.01. **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 the 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.

## ARTICLE III. EASEMENTS

3.01. **Grant of Reciprocal Access Easement.** Declarant hereby reserves and grants to each Owner of each Parcel, and their respective customers, invitees, licensees, tenants, and the customers, invitees, and licensees of their tenants, an easement for ingress and egress, including vehicular access over the area more particularly described in Exhibit "F" which is depicted in Exhibit "G;" Exhibits "F" and "G" are attached hereto and incorporated herein by reference as though set forth in full within this Declaration. In the event of any apparent conflict between Exhibit "F" and Exhibit "G," Exhibit "F" shall control. Except as otherwise provided herein, no use or operation shall be made, conducted or permitted on or with respect to all or any portion of the Reciprocal Access Easement that would impede the flow of traffic thereon.

3.02. **Grant of Utility Easement.** Declarant hereby reserves and grants to each Owner a non-exclusive, reciprocal easement for the installation, maintenance, repair and use of utilities, including water lines, gas lines, telephone lines, sewer lines, electrical lines, and drainage facilities, and for surface water drainage within and over the Parcels, excepting that area where any building currently exists or is proposed to exist. All utilities and drainage facilities shall be installed and maintained below ground level (underground), except where the instrumentality of the particular utility is not amenable to underground installation (such as transformers, risers, and surface drainage).

3.03. **Grant of Drainage Easement.** Declarant hereby reserves and grants to the Owner of each Parcel an easement for drainage of surface waters over and across the other Parcels.



3.04. **Grant of Parking Easement: Parcel 2 and Parcel 3.** Declarant hereby reserves and grants to the Owners of Parcel 2 and Parcel 3, together with all other Users of Parcel 2 and Parcel 3 an easement for parking only in the areas marked as parking spaces on each of Parcel 2 and Parcel 3, as depicted in Exhibit "H," which is attached hereto and incorporated herein by reference as though set forth in full within this Declaration. This easement shall not extend to the areas marked as "Gated Parking" on Exhibit "H," which parking shall be reserved to the Owner of Parcel 3, exclusively and shall not be considered an Easement Area. Each Owner of Parcel 2 and Parcel 3 shall have the right to designate, in its sole discretion, the location and number of parking spaces, subject to the then existing laws, ordinances, and regulations of the City of Riverside, California.

3.05. **Restrictions on Use.** No Owner shall use any easement herein in a manner which unreasonably interferes with another Owner's use or enjoyment of its Parcel.

3.06. **Nature of Easements.** For purposes of the Easements granted in Paragraphs 3.01, 3.02, 3.03, 3.04, and 3.11 of this Declaration, the Parcel benefitted by each Easement constitutes the dominant estate, and the Parcel burdened by such Easement constitutes the servient estate. Each Easement created in Paragraphs 3.01, 3.02, 3.03, 3.04, and 3.11 of this Declaration is appurtenant to and for the benefit of the Parcel with the dominant estate. No Easement may be transferred, assigned, or encumbered except as an appurtenance to the benefitted Parcel.

3.07. **Temporary Easement.** Declarant further reserves a temporary Easement over all Parcels as may be reasonably required to facilitate construction of buildings and improvements, including utilities and drainage facilities upon any Parcel. Said Temporary Easement shall expire when Declarant shall have completed construction of a building on each of the Parcels.

3.08. **Easement Dimensions.** The Easement shall at all times be sufficient to meet the requirements of the City of Riverside in existence at the time of the recording of this Declaration.

3.09. **No Public Dedication.** This Declaration may not be construed as providing a public dedication for either the Easement Area or any of the Property.

3.10. **Non Merger.** This Declaration shall not be subject to the doctrine of merger, even though the underlying fee ownership of the parcels described herein, or any parts thereof, is vested in one party or entity.

3.11. **Grant of Parking Easement: Parcel 1 and Parcel 4.** Declarant hereby reserves and grants to the Owners of Parcel 1 and Parcel 4, together with all other Users of Parcel 1 and Parcel 4 an easement for parking only in the areas marked as parking spaces on each of Parcel 1 and Parcel 4, as depicted in Exhibit "I," which is attached hereto and incorporated herein by reference as though set forth in full within this Declaration. Each Owner of Parcel 1 and Parcel 4 shall have the right to designate, in its sole discretion, the location and number of parking spaces,



subject to the then existing laws, ordinances, and regulations of the City of Riverside, California.

#### ARTICLE IV. COVENANTS

4.01. **Free Access.** Each Owner covenants that all of the Owners shall be unimpeded in their free access to the Easements on the burdened Parcels, and that there shall be no fence, division, partition, rail or obstruction of any type or kind placed, kept, permitted or maintained by any Owner in such a manner as to interfere with the use of the Easements by any other Owner; except as may be required minimally and temporarily at any time from time to time in connection with the maintenance and repair of the Easement Area.

4.02. **Repair and Maintenance.** The Owner of each Parcel is obligated to repair and maintain at its sole cost and expense its own respective Parcel, repair and maintenance of the Easement Area shall be provided for in paragraph 4.04, below.

4.03 **Restoration.** In the event of any damage or destruction to the Easement Area, whether insured or uninsured, the Owner of the Parcel or Parcels upon which the damaged portion is located shall restore and repair that damaged portion with all due diligence as nearly as possible to at least as good condition as it was in immediately prior to such damage or destruction.

4.04. **Apportionment of Cost of Repairs or Restoration.** Except in the case of repairs or restoration necessitated by the negligence or other misconduct of one of the Owners, each Owner shall pay one fourth of the reasonable cost of the repairs or restoration of the Easement Area. Any Owner who pays its one fourth share or any greater proportion of the cost of repair or restoration may maintain an action for specific performance or contribution against the Owner or Owners who have failed to pay at least one fourth of the cost of repair or restoration in accord with Section 845 of the California Civil Code. In the event that repairs or restoration of the Easement Area are necessitated by the negligence or other misconduct of any Person, including an Owner, any Owner may bring an action for recovery of the costs of repair or restoration against the Person whose negligence or other misconduct necessitated the repairs or restoration.

4.05. **Insurance.** Each Owner shall keep in full force and effect, at its sole expense, comprehensive policies of public liability and comprehensive casualty property damage insurance, insuring against all liability with respect to the Easement Area, and with respect to the use, maintenance and occupancy thereof, in which the limits of public liability shall be not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence and in which the limits of property damage liability shall not be less than \$100,000.00 per accident or occurrence. The comprehensive casualty policy shall insure the Easement Area, along with any improvements constructed thereto in accord with Section 4.08 below, for not less than one hundred percent (100%) of their full replacement cost and shall provide for protection against all perils covered under the standard "fire and special extended coverage policy." All of the foregoing policies shall name each Owner and, if requested in writing by another Owner, a maximum of one entity with a security interest in the Parcel owned by the Owner making the request, as additional named



insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving each other Owner thirty (30) days prior written notice. The insurance shall be with an insurance carrier licensed to do business in California and having a commercially reasonable rating in "Bests Insurance Guide" or better.

**4.06. Installation of Utilities.**

A. General. Installation of utilities by each Owner shall be in conformity with all applicable local laws, ordinances, regulations, permits, and approvals. To the maximum extent possible, respective Owners shall consult with one another and coordinate their respective utility installation plan so as to provide that the utilities for one Parcel will not interfere with the utilities, use, or enjoyment of the other Parcel. Each owner installing, repairing, or maintaining such utilities shall do so with minimum disruption of the use of the Easement Area, and shall give as much prior written notice to the other Owners as reasonably possible of the commencement and completion of such work.

B. Restrictions. In no event shall access over the Easement Area be curtailed for any such utility work for more than seventy-two (72) consecutive hours without the permission of all other Owners. The Owner on whose behalf the utility work is being conducted shall cause the Easement Area to be repaired and restored to its former condition upon completion of such utility work.

C. Hold Harmless from liens. If any mechanic's or materialmen's lien is filed against any Parcel in connection with the installation, maintenance, or repair of the utilities within the Easement Area, the Owner on whose behalf such installation, maintenance, or repair is being conducted shall cause such lien to be paid and discharged of record, or take such action as may be necessary to bond over and remove such lien prior to commencement of an action to foreclose such lien.

**4.07. Indemnity.** In the event any claim of personal injury or property damage that arises out of an incident occurring on a Parcel, the Owner of that Parcel shall indemnify, defend, and hold harmless the other Owners, except in the event such other Owners' negligence or other misconduct was a proximate or contributing cause to the personal injury or property damage.

**4.08. Free Flow of Water.** The Owners shall do nothing to obstruct the free flow of water from the other Parcels, except that the Owners may direct the water from the other Parcels into the drainage facilities in existence on their respective Parcels in such fashion as each may determine, in its sole discretion, as minimizing the risk of personal injury or property damage to Persons or improvements on its Parcel. However, the Owners may not do any act which will reduce the capacity of the drainage facilities on their respective Parcels below that necessary to safely accept the flow of water from the other Parcels.

ARTICLE V. TERMINATION



5.01. **Easements.** The Easements created in Article III of this Declaration shall be terminated only upon the written consent of all of the Owners and the Planning Director of the City, or the Person succeeding to the duties of the Planning Director.

5.02. **Covenants.** The covenants, conditions and restrictions contained in this Declaration may be amended from time to time only upon written consent of all of the then Owners of the Parcels affected by such amendment, along with the Planning Director of the City, or the Person succeeding to the duties of the Planning Director.

ARTICLE VI. MISCELLANEOUS

6.01. **Enforcement.** The terms of this Declaration may be enforced by the parties hereto, including the City, their successors or assigns, and by any successor in interest, lessee or tenant of any portion of the Property. The prevailing party in an action to enforce any of the terms of this Declaration shall be entitled to costs of suit including reasonable attorney's fees.

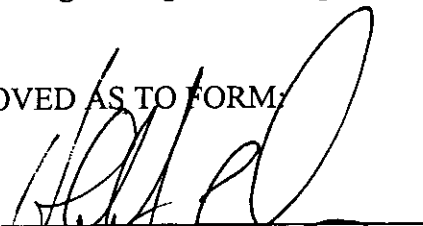
6.02. **Modification.** No modification, waiver, amendment, discharge, or change of this Declaration shall be valid unless same is in writing, signed by the Planning Director of the City of Riverside and signed by all of the Owners and recorded in the Official Records of Riverside County, California.

6.03. **Exhibits.** All Exhibits referenced in this Declaration and attached hereto are incorporated by reference into this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the date set forth above.

Hunter Tech Park Associates, LLC,  
a California limited liability company

By:   
Douglas Magnon, Manager

APPROVED AS TO FORM:  
By:   
Deputy City Attorney



APPROVED AS TO CONTENT:

By: Jol ASL  
Planning Department

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Riverside } ss.

On July 22, 2003, before me, Lisa A Merritt,  
Date Name and Title of Office (e.g., "Jane Doe, Notary Public")  
personally appeared Angela Moman,  
Name(s) of Signer(s)

personally known to me  
 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.



Place Notary Seal Above

WITNESS my hand and official seal.  
Lisa A Merritt  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document  
Title or Type of Document: CC + R - S (Book Park 1)

Document Date: July 22, 2003 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: none

**Capacity(ies) Claimed by Signer**

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



CIA 849

**PARCEL MAP 30547 BOUNDARY**

THAT PORTION OF THE WEST 6 ACRES OF LOT 21 OF THE LANDS OF EAST RIVERSIDE LAND COMPANY AS SHOWN BY MAP ON FILE IN MAP BOOK 6, PAGE 44, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, LOCATED IN SECTION 17, TOWNSHIP 2 SOUTH, RANGE 4 WEST OF THE SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 21, SAID POINT BEING 33.00 FEET EASTERLY MEASURED AT A RIGHT ANGLE TO THE CENTERLINE OF NORTHGATE STREET AND 33.00 FEET NORTHERLY MEASURED AT A RIGHT ANGLE TO THE CENTERLINE OF MARLBOROUGH AVENUE;

THENCE N00°04'23"W ALONG THE EAST LINE OF NORTHGATE STREET A DISTANCE OF 628.89 FEET TO THE NORTHWEST CORNER OF SAID LOT 21;

THENCE S89°59'52"E ALONG THE NORTH LINE OF SAID LOT 21 A DISTANCE OF 387.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 6 ACRES OF SAID LOT 21;

THENCE S00°04'23" E ALONG THE EAST LINE OF THE WEST 6 ACRES OF SAID LOT 21, A DISTANCE OF 629.24 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 21, SAID POINT BEING 33.00 FEET NORTHERLY MEASURED AT A RIGHT TO THE CENTERLINE OF MARLBOROUGH AVENUE;

THENCE N89°56'49" W ALONG THE SOUTH LINE OF SAID LOT 21 A DISTANCE OF 387.00 FEET TO THE POINT OF BEGINNING.

DESCRIPTION APPROVAL 7/18/03  
Walter R. Ayre by \_\_\_\_\_  
SURVEYOR, CITY OF RIVERSIDE



**EXHIBIT "A"**



**PARCEL 1**

PARCEL 1 OF PARCEL MAP 30547 AS SHOWN BY MAP ON FILE IN PARCEL MAP BOOK 205, PAGES 34-36 RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

DESCRIPTION APPROVAL 7/18/03

Walter R. Inge by —  
SURVEYOR, CITY OF RIVERSIDE

for



**EXHIBIT "B"**



PARCEL 2

PARCEL 2 OF PARCEL MAP 30547 AS SHOWN BY MAP ON FILE IN PARCEL MAP BOOK 205, PAGES 34-36 RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

DESCRIPTION APPROVAL 7/18/03  
Walter R. Inye by —  
SURVEYOR, CITY OF RIVERSIDE  
*for*

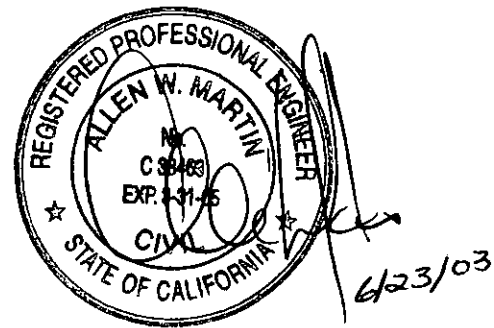


EXHIBIT "C"



PARCEL 3

PARCEL 3 OF PARCEL MAP 30547 AS SHOWN BY MAP ON FILE IN PARCEL MAP BOOK 205, PAGES 34-36 RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

DESCRIPTION APPROVAL 7/18/03

Walter R. Joyce by —  
SURVEYOR, CITY OF RIVERSIDE

for

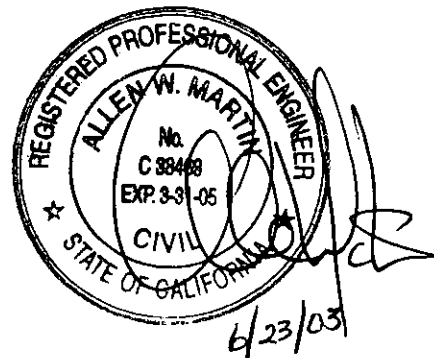


EXHIBIT "D"



PARCEL 4

PARCEL 4 OF PARCEL MAP 30547 AS SHOWN BY MAP ON FILE IN PARCEL MAP BOOK 205, PAGES 34-36 RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

DESCRIPTION APPROVAL 7/18/03  
Walter R. Inyo by —  
SURVEYOR, CITY OF RIVERSIDE

606



EXHIBIT "E"



**ACCESS EASEMENT**

That portion of the West 6 acres of Lot 21 of the Lands of East Riverside Land Company as shown by map on file in Map Book 6, Page 44, records of San Bernardino County, California, located in Section 17, Township 2 South, Range 4 West of the San Bernardino Base and Meridian, described as follows;

Commencing at the centerline intersection of Northgate Street and Marlborough Avenue;

Thence N00°04'23"W along the centerline of Northgate Street a distance of 224.00 feet;

Thence N89°55'37"E a distance of 33.00 feet to a point on the East line of Northgate Street, said point being the **POINT OF BEGINNING**;

Thence N00°04'23"W along the East line of Northgate Street a distance of 92.00 feet to the beginning of a non-tangent curve concave Northeasterly having a radius of 30.00 feet;

Thence Southeasterly along said curve to the left through a central angle of 53°07'27" an arc length of 27.82 feet, to which point a radial line bears S00°04'23"E;

Thence N89°55'37"E a distance of 2.00 feet;

Thence S81°00'43"E a distance of 50.80 feet to the beginning of a tangent curve concave Northerly having a radius of 58.00 feet;

Thence Northeasterly along said curve to the left through a central angle of 45°03'00" an arc length of 45.60 feet, to which point a radial line bears S45°07'23"E;

Thence N44°52'37"E a distance of 40.67 feet to the beginning of a tangent curve concave Northwesterly having a radius of 7.00 feet;

Thence Northeasterly along said curve to the left through a central angle of 57°50'31" an arc length of 7.07 feet to the beginning of a reverse curve concave Southeasterly having a radius of 55.00 feet, to which point a radial line bears N77°02'06"E;

Thence Northeasterly along said curve to the right through a central angle of 123°02'53" an arc length of 118.12 feet to the beginning of a reverse curve concave Northeasterly having a radius of 7.00 feet, to which point a radial line bears N20°04'59"E;

Thence Northeasterly along said curve to the left through a central angle of 65°12'22" an arc length of 7.97 feet, to which point a radial line bears S45°07'23"E;

Thence N44°52'37"E a distance of 28.02 feet to the beginning of a tangent curve concave Southeasterly having a radius of 118.00 feet;

Thence Northeasterly along said curve to the right through a central angle of 45°03'00" an arc length of 92.78 feet, to which point a radial line bears N00°04'23"W;

Thence N89°55'37"E a distance of 55.94 feet to a point on the East line of the West 6 acres of said Lot 21;

**EXHIBIT "F"**



Thence S00°04'23"E along the East Line of the West 6 acres of said Lot 21, a distance of 38.00 feet;

Thence S89°55'37"W a distance of 55.94 feet to the beginning of a tangent curve concave Southeasterly having a radius of 80.00 feet;

Thence Southwesterly along said curve to the left through a central angle of 45°03'00" an arc length of 62.90 feet, to which point a radial line bears N45°07'23"W;

Thence S44°52'37"W a distance of 28.02 feet to the beginning of a tangent curve concave Southeasterly having a radius of 7.00 feet;

Thence Southwesterly along said curve to the left through a central angle of 65°12'22" an arc length of 7.97 feet to the beginning of a reverse curve concave Northwesterly having a radius of 55.00 feet, to which point a radial line bears S69°40'15"W;

Thence Southwesterly along said curve to the right through a central angle of 123°02'53" an arc length of 118.12 feet to the beginning of a reverse curve concave Southerly having a radius of 7.00 feet, to which point a radial line bears S12°43'08"W;

Thence Southwesterly along said curve to the left having a radius of 7.00 feet through a central angle of 57°50'31" an arc length of 7.07 feet, to which point a radial line bears N45°07'23"W;

Thence S44°52'37"W a distance of 40.67 feet to the beginning of a tangent curve concave Northwesterly having a radius of 110.00 feet;

Thence Southwesterly along said curve to the right through a central angle of 45°03'00" an arc length of 86.49 feet, to which point a radial line bears S00°04'23"E;

Thence S89°55'37"W a distance of 2.16 feet to the beginning of a tangent curve concave Southeasterly having a radius of 5.00 feet;

Thence Southwesterly along said curve to the left through a central angle of 90°00'00" an arc length of 7.85 feet, to which point a radial line bears S89°55'37"W;

Thence S00°04'23"E a distance of 3.00 feet;

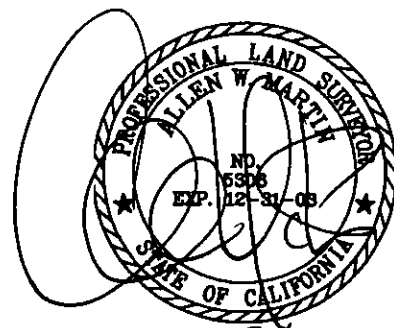
Thence S89°55'37"W a distance of 45.00 feet to the beginning of a tangent curve concave Southeasterly having a radius of 30.00 feet;

Thence Southwesterly along said curve to the left through a central angle of 53°08'09" an arc length of 27.82 feet to the **POINT OF BEGINNING**, to which point a radial line bears N53°12'11"W.

DESCRIPTION APPROVAL 7/21/03  
Walter R. Ince  
SURVEYOR, CITY OF RIVERSIDE

for

**EXHIBIT "F"**



7-21-03

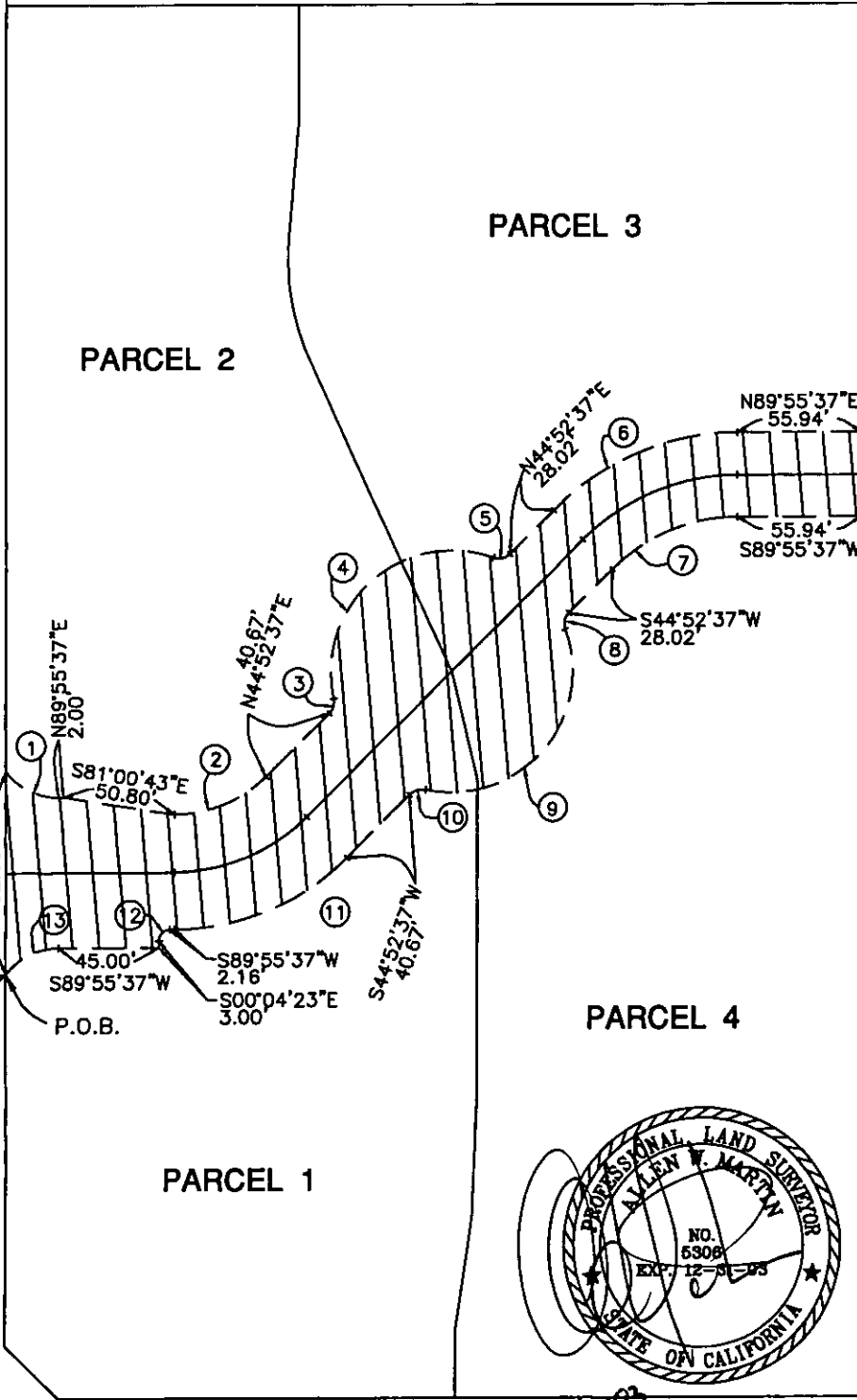






☐ NORTHGATE ST.

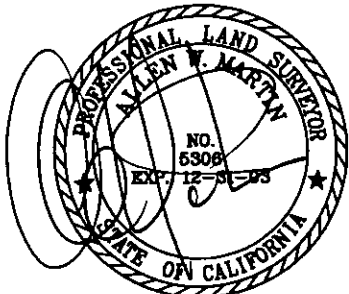
☐ MARLBOROUGH AVE.



SCALE: N.T.S.

**EASEMENT CURVE DATA**

- ①  $\Delta=53^{\circ}07'27''$ ,  $R=30.00'$ ,  
 $L=27.82'$ ,  $T=15.00'$
- ②  $\Delta=45^{\circ}03'00''$ ,  $R=58.00'$ ,  
 $L=45.60'$ ,  $T=24.05'$
- ③  $\Delta=57^{\circ}50'31''$ ,  $R=7.00'$ ,  
 $L=7.07'$ ,  $T=3.87'$
- ④  $\Delta=123^{\circ}02'53''$ ,  $R=55.00'$ ,  
 $L=118.12'$ ,  $T=101.40'$
- ⑤  $\Delta=65^{\circ}12'22''$ ,  $R=7.00'$ ,  
 $L=7.97'$ ,  $T=4.48'$
- ⑥  $\Delta=45^{\circ}03'00''$ ,  $R=118.00'$ ,  
 $L=92.78'$ ,  $T=48.94'$
- ⑦  $\Delta=45^{\circ}03'00''$ ,  $R=80.00'$ ,  
 $L=62.90'$ ,  $T=33.18'$
- ⑧  $\Delta=65^{\circ}12'22''$ ,  $R=7.00'$ ,  
 $L=7.97'$ ,  $T=4.48'$
- ⑨  $\Delta=122^{\circ}03'53''$ ,  $R=55.00'$ ,  
 $L=118.12'$ ,  $T=101.40'$
- ⑩  $\Delta=57^{\circ}50'31''$ ,  $R=7.00'$ ,  
 $L=7.07'$ ,  $T=3.87'$
- ⑪  $\Delta=45^{\circ}03'00''$ ,  $R=110.00'$ ,  
 $L=86.49'$ ,  $T=45.62'$
- ⑫  $\Delta=90^{\circ}00'00''$ ,  $R=5.00'$ ,  
 $L=7.85'$ ,  $T=5.00'$
- ⑬  $\Delta=53^{\circ}08'09''$ ,  $R=30.00'$ ,  
 $L=27.82'$ ,  $T=15.00'$



7-21-03

**EXHIBIT "G"**

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

W.O.  
20122

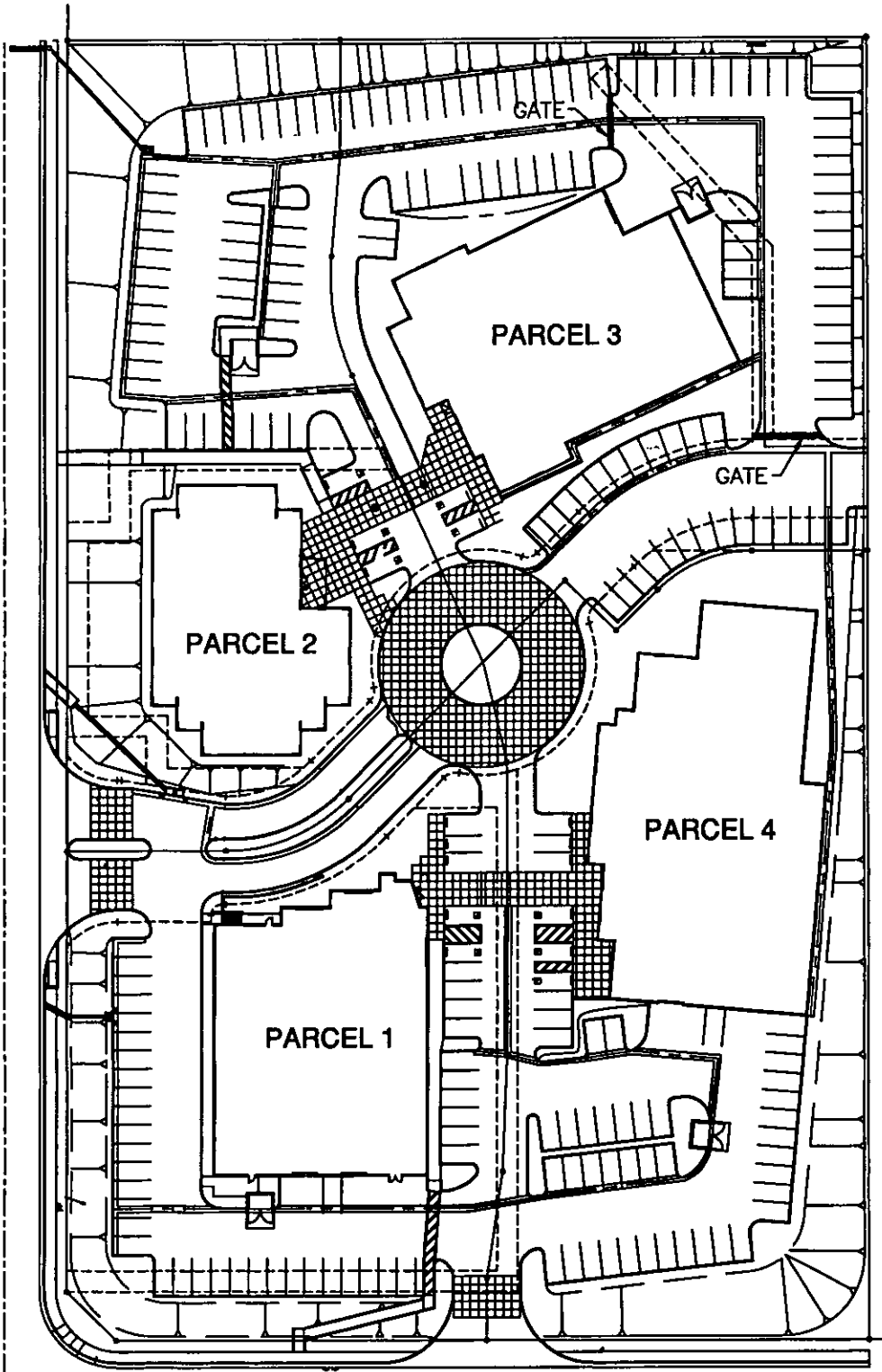
SCALE: N.T.S.

DRWN BY AR DATE \_\_\_\_\_  
CHKD BY AWM DATE \_\_\_\_\_

SUBJECT: PRIVATE ACCESS EASEMENT

LA 849

NORTHGATE STREET



MARLBOROUGH AVENUE



# "EXHIBIT H"

