

DOC # 2008-0327240

06/16/2008 08:00A Fee:NC

Page 1 of 38

Recorded in Official Records

County of Riverside

Larry W. Ward

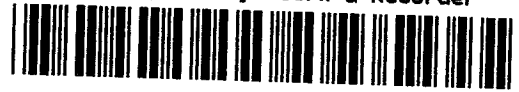
Assessor, County Clerk & Recorder

PLEASE COMPLETE THIS INFORMATION  
RECORDING REQUESTED BY:

CITY OF RIVERSIDE

AND WHEN RECORDED MAIL TO:

CITY CLERK  
CITY OF RIVERSIDE  
3900 MAIN STREET  
RIVERSIDE CA 92522



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**AMENDMENT TO GRANT OF EASEMENT AND EASEMENT AGREEMENT  
RE-RECORDED TO ADD PLAT AND CORRECT DOCUMENT SEQUENCE**

D - 16061

THIS AREA FOR  
RECORDER'S  
USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(\$3:00 Additional Recording Fee Applies)

12/12/2007

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16061

UNITED TITLE COMPANY

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Riverside  
3900 Main Street, Fifth Floor  
Riverside, California 92522  
Attention: City Manager

50713232-41

DOC # 2007-0720099

11/29/2007 08:00A Fee:NC

Page 1 of 24

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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This document is recorded at the request and for the benefit of the City of Riverside and is exempt from recording fees pursuant to Government Code Sections 6103 and 27383.



AMENDMENT TO

GRANT OF EASEMENT AND EASEMENT AGREEMENT

This AMENDMENT TO GRANT OF EASEMENT AND EASEMENT AGREEMENT ("Amendment") is made this 19th day of September, 2007, by and between Mohammad and Klara Sadeghian, husband and wife as joint tenants ("Grantor"), and the City of Riverside, a California municipal corporation ("City Grantee").

RECITALS

A. On or about August 2, 2007, Grantor and City Grantee entered into that certain Grant of Easement and Easement Agreement, recorded as Instrument No. 2007-0508056 in the Official Records of Riverside County ("Easement Agreement"), in which Grantor granted to City Grantee a nonexclusive perpetual easement for uses specified therein over certain real property located in the City of Riverside, County of Riverside, State of California, more particularly described in the legal descriptions attached as Exhibit "A1" and Exhibit "A2" in the Easement Agreement. A copy of the recorded Easement Agreement is attached to this Amendment as Attachment No. 1, and said Easement Agreement is incorporated herein by reference.

B. Robert Vaccher, an unmarried man ("Vaccher"), and Anita Husted, a married woman ("Husted"), each as to an undivided one-half (1/2) interest in common, are owners of two parcels of real property located in the City of Riverside, County of Riverside, State of California, more particularly described in the legal descriptions attached as Exhibit "B1" and Exhibit "B2" in the Easement Agreement (the "Vaccher/Husted Property"). On or about September, 2007, Vaccher and Husted entered into that certain Owner Participation Agreement ("OPA") with the Redevelopment Agency of the City of Riverside ("Agency"). The OPA is a public document and available for inspection at City Hall for the City of Riverside, 3900 Main Street, Riverside, California 92522. Pursuant to the terms and conditions of the OPA, Agency is required to cause

the execution and recording of this Amendment for the benefit of Vaccher and Husted and their successors and assigns, and for the benefit of the Vaccher/Husted Property.

C. Pursuant to the Easement Agreement, Grantor and City Grantee must execute and record an instrument to modify the Easement Agreement.

### AGREEMENT

NOW, THEREFORE, based on the foregoing Recitals, which are incorporated herein by reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and City Grantee hereby amend the Easement Agreement according to the following:

**Section 1.** Section 7.6 of the Easement Agreement is struck and amended to read as follows:

“7.6 Amendments. This Easement may not be modified in any respect, or rescinded, in whole or in part, except by written instrument executed by all parties hereto, or their respective transferees, assignees, or successors-in-interest, and executed by the owner(s) of the Vaccher/Husted Property, or its(their) respective transferees, assignees, or successors-in-interest, and recorded in the Official Records of Riverside County, California.”

**Section 2.** Except as specifically amended by this Amendment, all terms, covenants, and conditions in the Easement Agreement shall remain in full force and effect.

**Section 3.** This Amendment may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

[Signatures on next page]

The parties have executed this Amendment on the dates specified immediately adjacent to their respective signatures.

**"GRANTOR"**

MOHAMMAD AND KLARA SADEGHIAN,  
husband and wife

Dated: 5-15-08

[Signature]  
Mohammad Sadeghian  
[Signature]  
Klara Sadeghian

**"CITY GRANTEE"**

CITY OF RIVERSIDE, a California municipal corporation

Dated: May 30, 2008

By: [Signature]  
Its: Michael J. Beck, Assistant City Manager

**ATTEST:**

[Signature]  
~~Agency Secretary~~ Colleen J. Nicol, City Clerk



APPROVED AS TO FORM:  
LIEBOLD McCLENDON & MANN, P.C.

[Signature]  
David H. Mann, Special Counsel

**ACKNOWLEDGED AND ACCEPTED:**

The Owners of the Vaccher/Husted Property hereby acknowledge and accept the terms, covenants, and conditions in this Amendment.

Dated: 4/11/2008

ROBERT VACCHER, an unmarried man  
By: [Signature]

Dated: 4/18/2008

ANITA HUSTED, a married woman  
By: [Signature]

1/60/61

The parties have executed this Amendment on the dates specified immediately adjacent to their respective signatures.

**"GRANTOR"**

MOHAMMAD AND KLARA SADEGHIAN,  
husband and wife

Dated: \_\_\_\_\_

\_\_\_\_\_  
Mohammad Sadeghian

\_\_\_\_\_  
Klara Sadeghian

**"CITY GRANTEE"**

CITY OF RIVERSIDE, a California municipal  
corporation

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Agency Secretary

APPROVED AS TO FORM:  
LIEBOLD McCLENDON & MANN, P.C.

  
\_\_\_\_\_  
David H. Mann, Special Counsel

**ACKNOWLEDGED AND ACCEPTED:**

The Owners of the Vaccher/Husted Property hereby acknowledge and accept the terms, covenants, and conditions in this Amendment.

ROBERT VACCHER, an unmarried man

Dated: \_\_\_\_\_

By: \_\_\_\_\_

ANITA HUSTED, a married woman

Dated: \_\_\_\_\_

By: \_\_\_\_\_

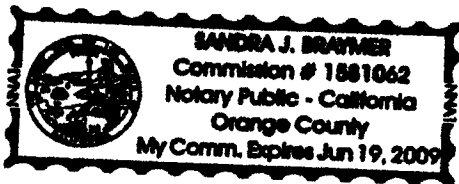
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Orange )

On April 11 2008, before me Sandra Braymer, Notary Public,  
personally appeared Robert S. Vaccher

Robert S. Vaccher who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.



Sandra Braymer  
Notary Public

[SEAL]

STATE OF ~~CALIFORNIA~~ <sup>Colorado</sup> )  
 ) ss.  
COUNTY OF ~~Adams~~ )

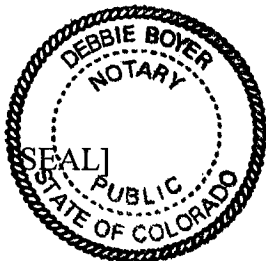
On 4/18 2008, before me, Debbie K Boyer, Notary Public,  
personally appeared Anita Nustad

\_\_\_\_\_ who 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.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ <sup>Colorado</sup> that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Debbie K Boyer  
Notary Public



My Commission Expires: 08/29/2008

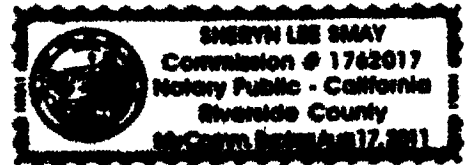
STATE OF CALIFORNIA )  
 )ss  
COUNTY OF RIVERSIDE )

On MAY 15, 2008, before me, SHERYN LEE SMAY, Notary Public, personally appeared MOHAMMAD AND KLARA SADEGHIAN who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Sheryn Smay  
Notary Signature





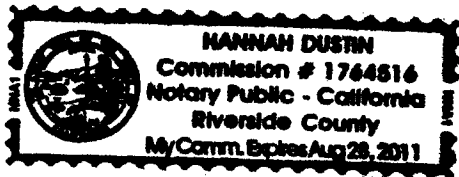
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside }

On 6/2/2008 before me, Hannah Dustin, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Michael J. Beck and Colleen J. Nicol  
Name(s) of Signer(s)



who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Hannah Dustin  
Signature of Notary Public

Place Notary Seal Above

**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: Amendment to Grant of Easement and Easement Agreement

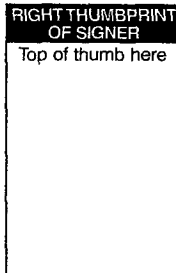
Document Date: May 30, 2008 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: Robert Vaccher, Anita Austed, Heriberto Diaz

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

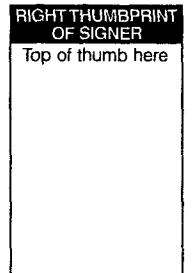
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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

Signer's Name: \_\_\_\_\_

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



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

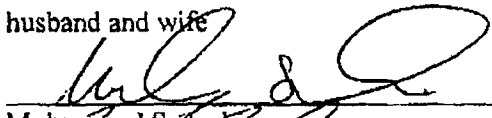
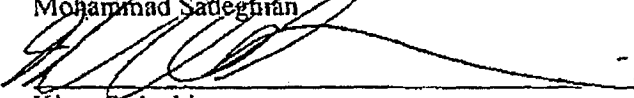
116D61

The parties have executed this Amendment on the dates specified immediately adjacent to their respective signatures.

**"GRANTOR"**

MOHAMMAD AND KLARA SADEGHIAN,  
husband and wife

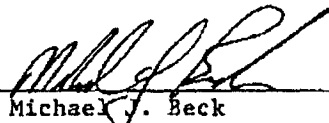
Dated: 9-6-07

  
Mohammad Sadeghian  
  
Klara Sadeghian

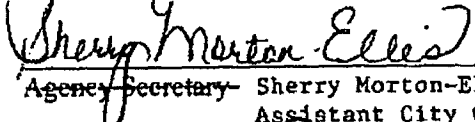
**"CITY GRANTEE"**

CITY OF RIVERSIDE, a California municipal corporation

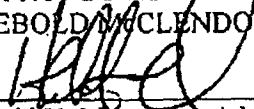
Dated: September 19, 2007

By:   
Michael J. Beck  
Its: Assistant City Manager

**ATTEST:**

  
~~Agency Secretary~~ Sherry Morton-Ellis  
Assistant City Clerk

APPROVED AS TO FORM:  
LIEBOLD McCLENDON & MANN, P.C.

  
For David H. Mann, Special Counsel

**ACKNOWLEDGED AND ACCEPTED:**

The Owners of the Vaccher/Husted Property hereby acknowledge and accept the terms, covenants, and conditions in this Amendment.

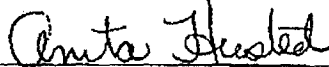
ROBERT VACCHER, an unmarried man

Dated: 11-20-07

By: 

ANITA HUSTED, a married woman

Dated: 11/21/07

By: 

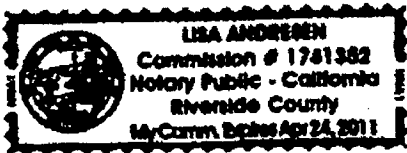
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California )  
 County of Riverside ) SS

On 9/6/07, before me, Lisa Andresen, Notary Public  
 personally appeared Mohammad and Klava Sadesman  
 NAME(S) OF SIGNER(S)

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 person(s) acted, executed the instrument.



#1741352  
 exp. 4.24.11

Witness my hand and official seal.

Lisa Andresen  
 SIGNATURE OF NOTARY

**OPTIONAL**

Although the data below is OPTIONAL, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

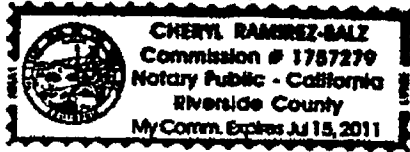
<p><b>Capacity claimed by signer:</b></p> <p><input checked="" type="checkbox"/> Individual  <input type="checkbox"/> Corporate Officer(s)  <input type="checkbox"/> Partner(s)              <input type="checkbox"/> General   <input type="checkbox"/> Limited  <input type="checkbox"/> Attorney-in-fact  <input type="checkbox"/> Trustee(s)  <input type="checkbox"/> Guardian/Conservator  <input type="checkbox"/> Other:</p> <p><b>Signer is representing:</b>          Name of Person(s) or Entity(ies)</p> <p>_____</p> <p>_____</p>	<p><b>Description of Attached Document:</b></p> <p><u>Amendment to</u>  <u>Grant of Easement and Easement Agreement</u>          Title or Type of Document</p> <p>_____</p> <p>Number of Pages</p> <p>_____</p> <p>Date of Document</p> <p>_____</p> <p>Signer(s) Other Than Named Above</p>
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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside } ss.

On September 19, 2007 before me, Cheryl Ramirez-Falz, Notary Public,  
Date Name and Title of Officer (e.g., "State Cde. Notary Public")  
 personally appeared Michael J. Beck and Sherry Norton-Ellis,  
Name(s) of Signer(s)



# 1757279

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.

WITNESS my hand and official seal.

*[Handwritten Signature]*  
Signature of Notary Public

Place Notary Seal Above

**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: Amendment to Grant of Easement and Easement Agreement  
 Document Date: September 19, 2007 Number of Pages: 22

Signer(s) Other Than Named Above: Mohammed and Klara Sadeghian  
Robert Vaccher and Arida Husted

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

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

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

RIGHT THUMBPRINT OF SIGNER  
 Top of thumb here

Signer's Name: \_\_\_\_\_

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

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

RIGHT THUMBPRINT OF SIGNER  
 Top of thumb here

16061

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**ACKNOWLEDGEMENT - GENERAL**  
**THIS FORM FURNISHED BY UNITED TITLE COMPANY**

---

STATE OF CALIFORNIA                                    )  
COUNTY OF SAN BERNARDINO                    ss.

On NOVEMBER 20, 2007 before me, SHIRLEY GRIFFIN, Notary Public, personally appeared

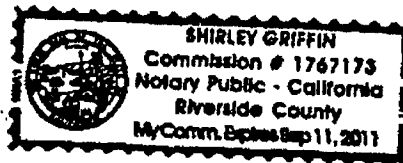
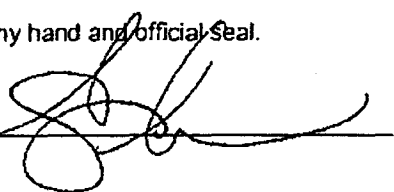
ROBERT G. VACCHER,

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.

Signature \_\_\_\_\_



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**ATTENTION NOTARY:** Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW.

Title of Document Type \_\_\_\_\_

Number of Pages \_\_\_\_\_ Date of Document \_\_\_\_\_

Signer(s) Other Than Named Above \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

16061

**ACKNOWLEDGEMENT - GENERAL**  
THIS FORM FURNISHED BY UNITED TITLE COMPANY

STATE OF COLORADO )  
COUNTY OF ADAMS ) ss.

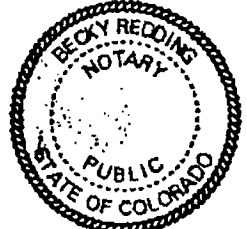
On NOV. 21, 2007 before me, BECKY REDDING  
\_\_\_\_\_, Notary Public, personally appeared

ANITA HUSTED  
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Becky Redding



My Commission Expires 1/11/2010

**ATTENTION NOTARY:** Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW.

Title of Document Type Amendment to Grant of Easement and Easement Agreement  
Number of Pages \_\_\_\_\_ Date of Document \_\_\_\_\_  
Signer(s) Other Than Named Above \_\_\_\_\_  
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16061

**ATTACHMENT NO. 1**

**GRANT OF EASEMENT AND EASEMENT AGREEMENT**

DOC # 2008-0327020

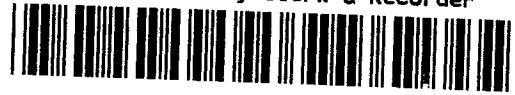
06/16/2008 08:00A Fee:NC

Page 1 of 22

Recorded in Official Records  
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION  
RECORDING REQUESTED BY:

CITY OF RIVERSIDE

AND WHEN RECORDED MAIL TO:

CITY CLERK  
CITY OF RIVERSIDE  
3900 MAIN STREET  
RIVERSIDE CA 92522

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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**GRANT OF EASEMENT AND EASEMENT AGREEMENT**  
**RE-RECORDED TO CORRECT LEGAL DESCRIPTION**

**D - 16061**

**THIS AREA FOR  
RECORDER'S  
USE ONLY**

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(\$3:00 Additional Recording Fee Applies)

12/12/2007

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16061



DOC # 2007-0508056

08/07/2007 08:00A Fee:NC

Page 1 of 18

Recorded in Official Records  
County of Riverside

Larry U. Ward

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:



City of Riverside  
3900 Main Street, Fifth Floor  
Riverside, California 92522  
Attention: City Clerk

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			18						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
									509

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APN Nos. 233-061-012, 233-061-011

(Space above for Recorder's Use Only)

This document is recorded at the request and for the benefit of the City of Riverside and is exempt from recording fees pursuant to Government Code Sections 6103 and 27383.

**GRANT OF EASEMENT AND EASEMENT AGREEMENT**

This GRANT OF EASEMENT AND EASEMENT AGREEMENT ("Easement") is made this 2nd day of August, 2007, by and between Mohammad and Klara Sadeghian, husband and wife as joint tenants ("Grantor"), and the City of Riverside, a California municipal corporation ("City Grantee").

**RECITALS**

A. Grantor is the owner in fee of two parcels of certain real property located at 3565 Van Buren Boulevard and 3595 Van Buren Boulevard in the City of Riverside, County of Riverside, State of California, APN No. 233-061-012 and APN No. 233-061-011, more particularly described in the legal descriptions attached hereto as Exhibit "A1" and Exhibit "A2" and incorporated herein by reference (the "Grantor Property").

B. City Grantee is the owner of that certain public right of way located in the City of Riverside, County of Riverside, State of California located adjacent to the Grantor Property and known as Andrew Street (Relocated). After having been vacated and relocated by Grantee from its prior location adjacent to the Vaccher/Husted Property (defined below), Andrew Street (Relocated) is now no longer adjacent to the Vaccher/Husted Property but is adjacent to the Grantor Property.

C. On or about July 12, 2007, City Grantee approved that certain Agreement To Make Voluntary Payment In Lieu Of On-Site Parking (the "Parking Agreement") by and between Grantor and City Grantee, which authorized Grantor to proceed with the development of the Grantor Property so long as City Grantee paid the consideration for the Easement Area (defined below) and this Easement was executed and recorded to allow for access between the Vaccher/Husted Property and City Grantee Property.

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D. Robert Vaccher, and unmarried man ("Vaccher") and Anita Husted, a married woman ("Husted"), each as to an undivided one-half (1/2) interest as tenants in common are the owners of two parcels of certain real property comprising approximately 3.8 acres located at 3519 Van Buren Boulevard within the City of Riverside, County of Riverside, State of California, APN No. 233-062-023 and APN No. 233-062-024, more particularly described in the legal description attached hereto as Exhibit "B1" and Exhibit "B2" and incorporated herein by reference (the "Vaccher/Husted Property"). With the vacation of the public street adjacent to the Vaccher/Husted Property and approval by Grantee of Grantor's development of the Grantor Property, the Vaccher/Husted Property lost access from a public street and has been denied the use of a portion of the Vaccher/Husted Property that is planned to be used to satisfy Grantor's parking requirements for the development of the Grantor Property. In accordance with the Parking Agreement, City Grantee agreed to pay consideration to Grantor and Grantor agreed to convey to City Grantee the Easement Area so that access to the Vaccher/Husted Property from Andrew Street (Relocated) could be obtained. Grantor expressly agreed that the Easement Area would be for the benefit of the Vaccher/Husted Property.

E. Grantor desires to grant to City Grantee a nonexclusive easement over that portion of the Grantor Property depicted as the "Easement Area" attached hereto as Exhibit "C1" and Exhibit "C2" for the purposes herein described.

AGREEMENT

NOW, THEREFORE, based on the foregoing Recitals, which are incorporated herein by reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and City Grantee agree to the following, and Grantor hereby covenants and declares that all of its interest in the Grantor Property shall be held and conveyed subject to the covenants, easement, and restrictions herein.

1. Grant of Easement. Grantor hereby grants to City Grantee a non-exclusive perpetual easement for the access, ingress, egress, and circulation of pedestrians and vehicles on, over, and about the Easement Area. Without limiting the foregoing, the Easement Area may be used by any member of the public seeking access to the Vaccher/Husted Property including officers, officials, employees, customers, guests, and invitees of the owner(s) of the Vaccher/Husted Property.
2. No Interference by Grantor. Grantor shall not use the Easement Area for any purpose that would impede the use of the Easement Area for the purposes herein granted, including but not limited to parking of vehicles within the Easement Area.
3. Maintenance of Easement Area. Grantor shall maintain the Easement Area. The word "maintain" shall mean without limitation: (i) maintaining the surfaces in a level, smooth, and evenly covered condition with the type of surfacing material originally installed or such substitute as shall, in all respects, be equal in quality, use, and durability; (ii) periodically removing all papers, debris, filth, and refuse, and washing or thoroughly sweeping the area to the extent reasonably necessary to keep said area in a neat, clean, and orderly conditions; (iii) placing, keeping in repair, and replacing any necessary directional signs, markers, and lines. If Grantor fails to maintain the Easement Area as provided herein, City Grantee shall have an

easement over the Grantor Property for the purpose of performing all reasonably necessary maintenance within the meaning of this Section at Grantor's expense, payable to City Grantee within five (5) business days of receipt of notice of completion of such maintenance; provided, however, that Grantor must be given no less than ten (10) days prior written notice before City Grantee may exercise such rights, during which period Grantor may cure, or for those maintenance obligations that cannot be cured within ten (10) days, Grantor may commence cure and diligently see such cure to completion. In the event that Grantor fails to reimburse City Grantee for the completion of the maintenance required herein within the five (5) business day-period, such sums shall thereafter bear interest at the maximum non-usurious rate permitted by law. Until paid, these costs, including interest on attorney's fees incurred for the enforcement of such maintenance, shall be a lien on the Grantor Property.

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4. Insurance. Grantor shall at all times at Grantor's own cost and expense maintain a comprehensive general liability policy of insurance with a combined single limit in an amount equal to that customarily carried by owners of fee title to similarly improved real property located within the general vicinity of the Grantor Property, but in no event less than One Million Dollars (\$1,000,000.00), which policy shall cover damage to persons and property occurring upon such Grantor Property or elsewhere upon the Easement Area in any manner arising out of (i) the use of the Easement Area, (ii) the exercise of the easement rights granted herein, and/or (iii) the performance of the obligations of Grantor hereunder.

5. Right to Assignment. City Grantee shall have the right in its sole and absolute discretion to transfer and assign its interest in this Easement and Easement Area to the owner(s) of the Vaccher/Husted Property. Except for the owner(s) of the Vaccher/Husted Property, City Grantee shall not transfer or assign its interest in this Easement or Easement Area.

6. Covenants Run with the Land and City Right to Enforce. The covenants, easement, and restrictions referred to in this Easement: (i) are granted in perpetuity; (ii) are appurtenant to the Grantor Property, and are binding upon any party acquiring any interest in the Grantor Property; (iii) inure to the benefit of the successors and assigns of City Grantee, and shall burden the successors and assigns of Grantor of the Grantor Property; and (iv) constitute covenants running with the land in accordance with California Civil Code section 1468, and/or constitute equitable servitudes in that the Grantor Property is burdened by the Easement Area and the Vaccher/Husted Property is benefited by the Easement Area, and such covenants, easement, and restrictions herein touch and concern the land.

7. General Provisions.

7.1 Exhibits. All Exhibits attached hereto are hereby incorporated by reference and made a part hereof.

7.2 Time of the Essence. Time is of the essence in connection with each and every provision of this Easement.

7.3 Choice of Law. This Easement shall be governed by California law without regard to conflict of law principles.

1/20/01

7.4 Validity of Provisions. In the event that any one or more of the provisions contained in this Easement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provisions of this Easement, and this Easement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, and the same shall be enforceable to the fullest extent permitted by law.

7.5 Attorney's Fees and Costs. In the event that any action is instituted with respect to the subject matter of this Easement, the party prevailing in such action shall be entitled to recover from the other party reasonable attorney's fees and costs for such suit.

7.6 Amendments. This Easement may not be modified in any respect, or rescinded, in whole or in part, except by written instrument executed by all parties hereto, or their respective transferees or assignees, and recorded in the Official Records of Riverside County, California.

7.7 Third Party Beneficiary. Unless and until such time as this Easement and Easement Area is transferred or assigned to the owner(s) of the Vaccher/Husted Property, the owner(s) of the Vaccher/Husted Property shall be a third party beneficiary to this Easement and shall have the right to enforce any of the provisions herein.

7.8 Counterparts. This Easement may be executed in two or more counterparts, each of which when so executed and delivered shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

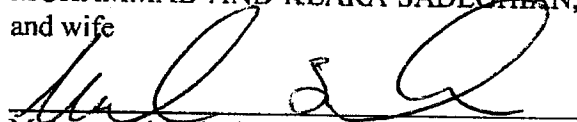
[Signatures on next page]



The parties have executed this Easement on the dates specified immediately adjacent to their respective signatures.

**"GRANTOR"**

MOHAMMAD AND KLARA SADEGHIAN, husband and wife



Mohammad Sadeghian

Dated: 5-15-08



Klara Sadeghian

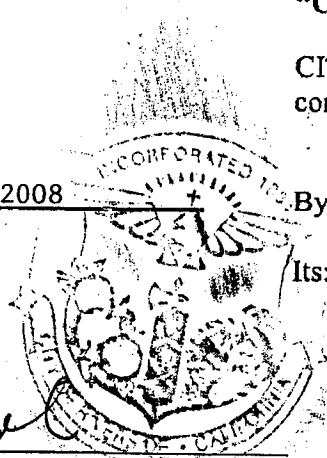
**"CITY GRANTEE"**

CITY OF RIVERSIDE, a California municipal corporation

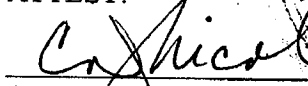
Dated: May 30, 2008

By: 

Its: Michael J. Beck, Assistant City Manager

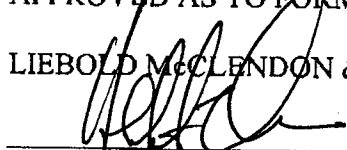


ATTEST:

  
Agency Secretary Colleen J. Nicol, City Clerk

APPROVED AS TO FORM:

LIEBOLD McCLENDON & MANN, P.C.



David H. Mann, Special Counsel

86 ✓

CA: 07-0785.2

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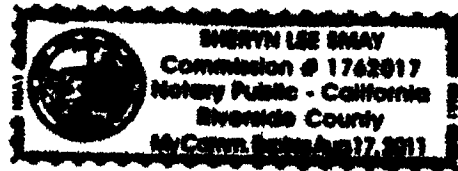
STATE OF CALIFORNIA )  
 )ss  
COUNTY OF RIVERSIDE )

On MAY 15, 2008, before me, SHERYN LEE SMAY, Notary Public, personally appeared MEHMANUDD AND KIARA SADEGHIAN who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Sheryn L. Smay*  
Notary Signature



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside }

On 5/2/2008 before me, Hannah Dustin, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Michael J. Beck and Colleen J. Nicol  
Name(s) of Signer(s)



who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Hannah Dustin  
Signature of Notary Public

Place Notary Seal Above

**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: Grant of Easement Agreement

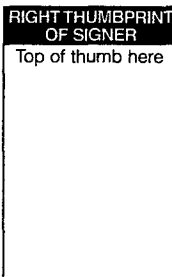
Document Date: May 30, 2008 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: Mohammad Sadeghian, Klara Sadeghian, Heriberto Dia

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

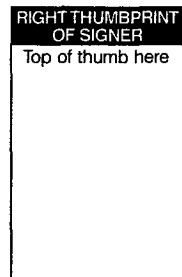
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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

Signer's Name: \_\_\_\_\_

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



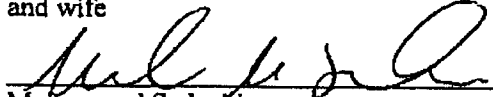
Signer Is Representing: \_\_\_\_\_


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The parties have executed this Easement on the dates specified immediately adjacent to their respective signatures.

**"GRANTOR"**

MOHAMMAD AND KLARA SADEGHIAN, husband and wife

  
Mohammad Sadeghian

  
Klara Sadeghian

Dated: 7-17-07

**"CITY GRANTEE"**


CITY OF RIVERSIDE, a California municipal corporation

By:   
Michael J. Beck

Its: Assistant City Manager

Dated: August 2, 2007

ATTEST:

  
Agency Secretary City Clerk  
Colleen J. Nicol

APPROVED AS TO FORM:

LIEBOLD McCLENDON & MANN, P.C.

David H. Mann, Special Counsel

APPROVED AS TO FORM  
CITY ATTORNEY'S OFFICE

  
BY City Attorney

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88/87/2007 08:09A  
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CA: 07-0785.2



EXHIBIT "A1"

LEGAL DESCRIPTION OF GRANTOR PROPERTY

(APN No. 233-061-012)

PARCEL 1:

ALL THAT PORTION OF LOT 2 IN BLOCK 25 OF VILLAGE OF ARLINGTON AND ALL THAT PORTION OF CANAL AVENUE (VACATED) AND OF THE RIGHT OF WAY OF THE LOWER CANAL OF THE RIVERSIDE WATER COMPANY (VACATED), IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 1 PAGE 62 OF MAPS, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF VAN BUREN BOULEVARD (FORMERLY KNOWN AS VAN BUREN STREET), AS IT WAS LOCATED PRIOR THE DEED TO THE CITY OF RIVERSIDE RECORDED DECEMBER 18, 1969 AS INSTRUMENT NO. 129199 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITH THE NORTHWESTERLY LINE OF ANDREW STREET;

THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF VAN BUREN BOULEVARD, 142.00 FEET;

THENCE AT RIGHT ANGLES NORTHEASTERLY 126.00 FEET;

THENCE AT RIGHT ANGLES EASTERLY 90.00 FEET MORE OR LESS TO THE NORTHWESTERLY LINE OF ANDREW STREET;

THENCE SOUTHEASTERLY ALONG THE NORTHWESTERLY LINE OF ANDREW STREET 138.00 FEET MORE OR LESS TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE CITY OF RIVERSIDE BY THE ABOVEMENTIONED DEED;

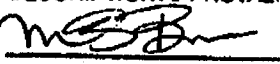
ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED IN GRANT DEED TO THE CITY OF RIVERSIDE BY DOCUMENT RECORDED AUGUST 1, 1986, AS INSTRUMENT NO. 183838 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY;

SUBJECT TO A PERMANENT EASEMENT AND RIGHT-OF-WAY FOR PUBLIC STREET AND HIGHWAY PURPOSES DESCRIBED AS PARCEL 001 A, IN PARTIAL JUDGEMENT AND FINAL ORDER OF CONDEMNATION RECORDED MARCH 31, 2006, PER DOCUMENT NO. 2006-0229032 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY;

ALSO EXCEPTING FROM SAID PARCEL 1 DESCRIBED ABOVE, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND ALL MINERALS, IN, UNDER, AND THAT MAY BE PRODUCED FROM A DEPTH BELOW 500 FEET OF THE SURFACE OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT THE RIGHT OF ENTRY UPON THE SURFACE THEREOF, AS RESERVED BY PHILLIPS PETROLEUM COMPANY, A DELAWARE CORPORATION, IN DEED RECORDED SEPTEMBER 29, 1976, AS INSTRUMENT NO. 145288 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY.

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6 of 18

698/025546-0001  
827933.01 a07/12/07

DESCRIPTION APPROVAL:  
  
MARK S. BROWN  
CITY SURVEYOR  
7/18/07  
DATE

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EXHIBIT "A2"

LEGAL DESCRIPTION OF GRANTOR PROPERTY

(APN No. 233-061-011)

PARCEL 2

ALL THAT PORTION OF LOT 2 IN BLOCK 25 OF VILLAGE OF ARLINGTON AND ALL THAT PORTION OF CANAL AVENUE (VACATED) AND OF THE RIGHT OF WAY OF LOWER CANAL OF THE RIVERSIDE WATER COMPANY (VACATED), IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 1 PAGE 62 OF MAPS, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF SAID LOT WITH THE NORTHWESTERLY LINE OF ANDREW STREET (80 FEET WIDE) AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 54, PAGE 86 OF RECORD OF SURVEYS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 34° 19' 13" EAST, ALONG SAID NORTHWESTERLY LINE OF ANDREW STREET, 11.36 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 78° 26' 14" WEST, 9.37 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 4.00 FEET NORTHEASTERLY AS MEASURED AT RIGHT ANGLES TO SAID SOUTHWESTERLY LINE OF LOT 2;

THENCE NORTH 34° 01' 15" WEST ALONG SAID PARALLEL LINE 231.68 FEET TO THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO VEEDOL REALTY COMPANY, A DELAWARE CORPORATION, BY DEED RECORDED JULY 1, 1960, AS INSTRUMENT NO. 58459 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY;

THENCE NORTH 55° 56' 58" EAST ALONG SAID NORTHWESTERLY LINE OF THAT PARCEL OF LAND SO CONVEYED TO VEEDOL REALTY COMPANY, A DELAWARE CORPORATION, 150.00 FEET TO THE SOUTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO CITY OF RIVERSIDE, A MUNICIPAL CORPORATION, BY DEED RECORDED JANUARY 6, 1970, AS INSTRUMENT NO. 887 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY;

THENCE SOUTH 34° 01' 15" EAST ALONG SAID SOUTHWESTERLY LINE OF THAT PARCEL OF LAND SO CONVEYED TO CITY OF RIVERSIDE, A MUNICIPAL CORPORATION, 181.49 FEET TO SAID NORTHWESTERLY LINE OF ANDREW STREET;

THENCE SOUTH 34° 19' 13" WEST ALONG SAID NORTHWESTERLY LINE OF ANDREW STREET, 154.34 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS PARCEL 1 IN INTERSPOUSAL GRANT DEED TO MOHAMMAD SADEGHIAN, ET UX., BY DOCUMENT RECORDED DECEMBER 11, 2000, PER DOCUMENT NO. 2000-491431 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY;

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68/87/2887 68: 86A  
7 of 18




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ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED IN GRANT DEED TO THE CITY OF RIVERSIDE BY DOCUMENT RECORDED AUGUST 1, 1986, AS INSTRUMENT NO. 183838 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY;

SUBJECT TO A PERMANENT EASEMENT AND RIGHT-OF-WAY FOR PUBLIC STREET AND HIGHWAY PURPOSES DESCRIBED AS PARCEL 002 A, IN PARTIAL JUDGEMENT AND FINAL ORDER OF CONDEMNATION RECORDED MARCH 31, 2006, PER DOCUMENT NO. 2006-0229032 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY;

ALSO EXCEPTING FROM SAID PARCEL 2 DESCRIBED ABOVE, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND ALL MINERALS, IN, UNDER, AND THAT MAY BE PRODUCED FROM A DEPTH BELOW 500 FEET OF THE SURFACE OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT THE RIGHT OF ENTRY UPON THE SURFACE THEREOF, AS RESERVED BY PHILLIPS PETROLEUM COMPANY, A DELAWARE CORPORATION, IN DEED RECORDED SEPTEMBER 29, 1976, AS INSTRUMENT NO. 145288 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY.

DESCRIPTION APPROVAL:

 7/18/07  
MARK S. BROWN                      DATE  
CITY SURVEYOR

698/025546-0001  
827933.01 07/12/07



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# EXHIBIT B 1

## PARCEL 1 (APN 233-062-023)

THAT CERTAIN REAL PROPERTY LOCATED IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 10 IN BLOCK 25 OF THE VILLAGE OF ARLINGTON, AS SHOWN BY MAP ON FILE IN BOOK 1 PAGE 62 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 10;

THENCE ALONG THE SOUTHEASTERLY LINE THEREOF, SOUTH 55° 32' 00" WEST 329.60 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 10;

THENCE ALONG THE SOUTHWESTERLY LINE THEREOF, NORTH 34° 28' 00" WEST 257.10 FEET;

THENCE LEAVING SAID SOUTHWESTERLY LINE, NORTH 32° 44' 00" EAST 40.00 FEET;

THENCE NORTH 39°23'00" EAST 36.00 FEET;

THENCE NORTH 51°02'00" EAST 36.00 FEET;

THENCE NORTH 55° 27' 00" EAST 222.50 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 10;

THENCE ALONG SAID NORTHEASTERLY LINE, SOUTH 34° 26' 00" EAST 285.90 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED AUGUST 30, 1956 IN BOOK 1965 PAGE 32 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF RIVERSIDE BY DEED RECORDED OCTOBER 23, 1959, IN BOOK 2568, PAGE 440 AS INSTRUMENT NO. 90923 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF RIVERSIDE IN DEED RECORDED SEPTEMBER 3, 1993 AS INSTRUMENT NO. 348767 OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY;

ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE FOLLOWING DESCRIBED LAND:

16061

BEGINNING AT THE WESTERLY TERMINUS OF THAT CERTAIN CURVE IN THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA RECORDED AUGUST 30, 1956, IN BOOK 1965 PAGE 32 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 50 FEET AND HAVING A TOTAL ARC LENGTH OF 73.99 FEET; SAID WESTERLY TERMINUS OF SAID CURVE ALSO BEING A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 10;

THENCE TANGENT TO SAID CURVE AND ALONG SAID SOUTHWESTERLY LINE NORTH 33° 38' 51" WEST 135.00 ;

THENCE AT RIGHT ANGLES TO SAID SOUTHWESTERLY LINE NORTH 56° 21' 09" EAST 150.00 FEET;

THENCE PARALLEL WITH SAID SOUTHWESTERLY LINE SOUTH 33° 38' 51" EAST 194.34 FEET TO A POINT IN THE AFOREMENTIONED NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA;

THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 61° 34' 15" WEST 104.98 FEET TO THE EASTERLY TERMINUS OF THE AFOREMENTIONED CURVE IN SAID NORTHWESTERLY LINE;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 84° 46' 54" AN ARC LENGTH OF 73.99 FEET TO THE POINT OF BEGINNING.

PARCEL 2 (APN No. 233-062-024)

## EXHIBIT B 2

IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THAT PORTION OF LOT 10 IN BLOCK 25 OF THE VILLAGE OF ARLINGTON, AS SHOWN BY MAP ON FILE IN BOOK 1 PAGE 62 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY TERMINUS OF THAT CERTAIN CURVE IN THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA RECORDED AUGUST 30, 1956, IN BOOK 1965 PAGE 32 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS BEING CONCAVED NORTHERLY, HAVING A RADIUS OF 50 FEET AND HAVING A TOTAL ARC LENGTH OF 73.99 FEET; SAID WESTERLY TERMINUS OF SAID CURVE ALSO BEING A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 10;

THENCE TANGENT TO SAID CURVE AND ALONG SAID SOUTHWESTERLY LINE NORTH 33° 38' 51" WEST 135.00 FEET;

THENCE AT RIGHT ANGLES TO SAID SOUTHWESTERLY LINE NORTH 56° 21' 09" EAST 150.00 FEET;

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THENCE PARALLEL WITH SAID SOUTHWESTERLY LINE SOUTH 33° 38' 51" EAST 194.34 FEET TO A POINT IN THE AFOREMENTIONED NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA;

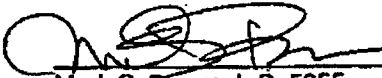
THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 61°34' 15" WEST 104.98 FEET TO THE EASTERLY TERMINUS OF THE AFOREMENTIONED CURVE IN SAID NORTHWESTERLY LINE;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 84° 46' 54" AN ARC LENGTH OF 73.99 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF RIVERSIDE BY DEED RECORDED OCTOBER 23, 1959, IN BOOK 2568, PAGE 440 AS INSTRUMENT NO. 90923 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

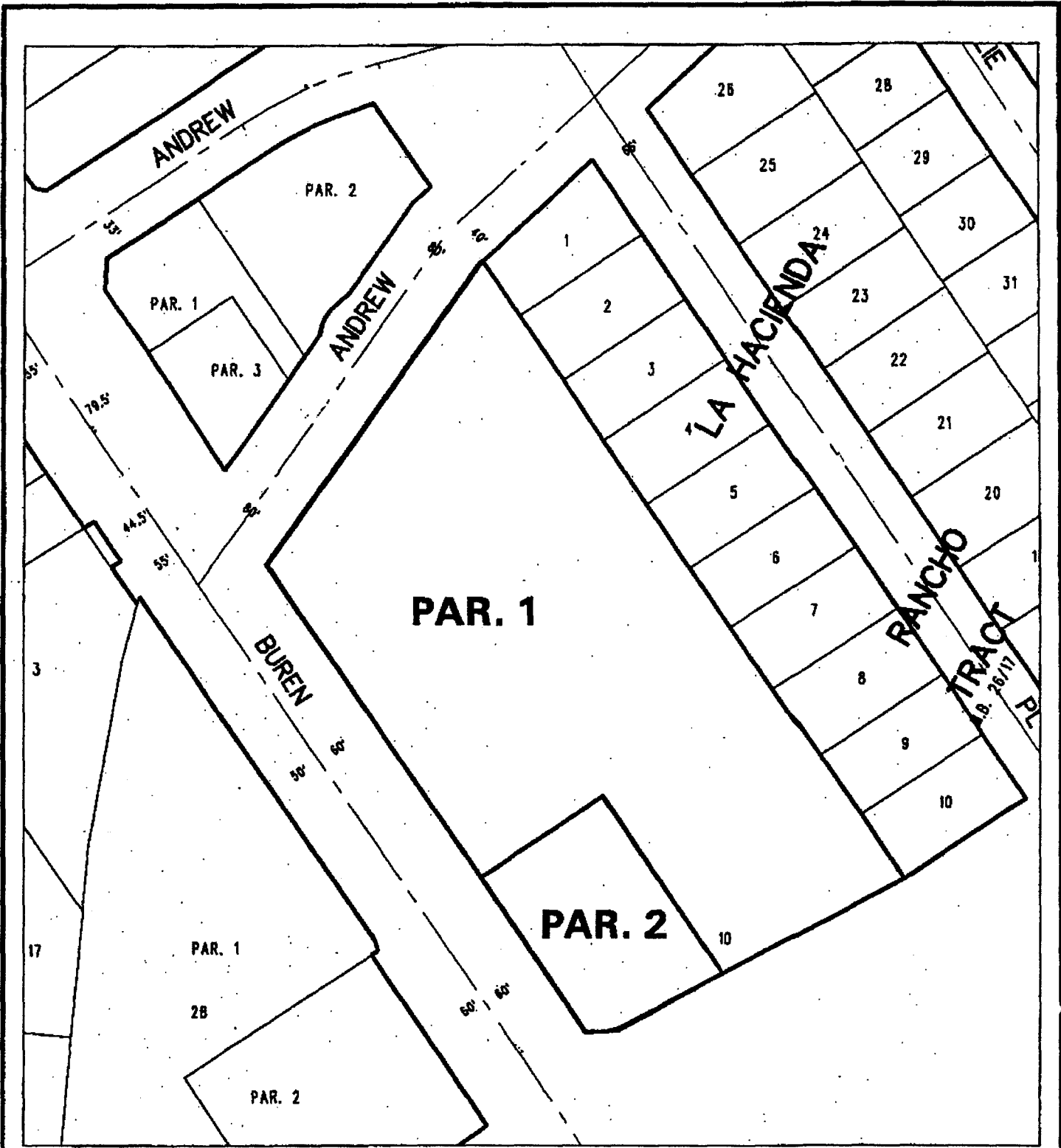
ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF RIVERSIDE IN DEED RECORDED SEPTEMBER 3, 1993 AS INSTRUMENT NO. 348767 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

 Nov 2 '07 Date Prep. \_\_\_\_\_  
Mark S. Brown, L.S. 5655  
License Expires 9/30/09



16061



◆ CITY OF RIVERSIDE, CALIFORNIA ◆

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



Scale: 1" = 120'

Drawn by: bmark

Date: 12/11/07

Subject: P07-1117

16061

EXHIBIT "CI"

DEPICTION OF PORTION OF GRANTOR PROPERTY SUBJECT TO EASEMENT  
(THE "EASEMENT AREA")

(APN No. 233-061-011)

IN THE CITY OF RIVERSIDE, RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 25 FEET WIDE, LYING WITHIN LOT 2 IN BLOCK 25 OF VILLAGE OF ARLINGTON, AS SHOWN BY MAP ON FILE IN BOOK 1, PAGE 62 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY CALIFORNIA, AND LYING WITHIN A PORTION OF PARCEL 1 AND PARCEL 3 OF RECORD OF SURVEY ON FILE IN RECORD OF SURVEY BOOK 54, PAGE 86 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, THE CENTERLINE OF SAID STRIP OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 1;

THENCE SOUTH 55°56'58" WEST ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1, A DISTANCE OF 31.5 FEET TO A LINE THAT IS PARALLEL AND 31.5 FEET SOUTHWESTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE NORTHEASTERLY LINES OF SAID PARCELS 1 AND 3;

THENCE SOUTH 34°01'15" EAST, ALONG SAID PARALLEL LINE A DISTANCE OF 172.20 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVING NORTHEASTERLY AND HAVING A RADIUS OF 80.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 21°39'32", AN ARC LENGTH OF 30.24 FEET TO A LINE THAT IS PARALLEL AND 31.5 FEET SOUTHWESTERLY, AS MEASURED AT RIGHT ANGLES, FROM A LINE THAT EXTENDS SOUTHEASTERLY FROM THE SOUTHEAST CORNER OF SAID PARCEL 3 AND WHICH IS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF ANDREW STREET AS SHOWN BY SAID RECORD OF SURVEY;

THENCE SOUTH 55°40'47" EAST, A DISTANCE OF 70.72 FEET TO THE SOUTHEASTERLY LINE OF SAID ANDREW STREET;

EXCEPTING THEREFROM THAT PORTION LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF SAID PARCEL 3;

ALSO EXCEPTING THEREFROM THAT PORTION LYING WITH THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 002 A IN PARTIAL JUDGEMENT AND FINAL ORDER OF CONDEMNATION RECORDED MARCH 31, 2006, PER DOCUMENT NO. 2006-0229032 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY;

ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL 1 OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN INTERSPOUSAL GRANT DEED TO MOHAMMAD SADEGHIAN, ET UX., BY DOCUMENT RECORDED DECEMBER 11, 2000, PER DOCUMENT NO. 2000-491431 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY.

2887-8586856  
68/87/2887 88:888  
14 of 18



698/023546-0001  
827933.01 a07/12/07

DESCRIPTION APPROVAL  
*Mark S. Brown* 7/18/07  
MARK S. BROWN DATE  
CITY SURVEYOR

16061



EXHIBIT "C2"

DEPICTION OF PORTION OF GRANTOR PROPERTY SUBJECT TO EASEMENT  
(THE "EASEMENT AREA")

(APN No. 233-061-012)

IN THE CITY OF RIVERSIDE, RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 25 FEET WIDE, LYING WITHIN LOT 2 IN BLOCK 25 OF VILLAGE OF ARLINGTON, AS SHOWN BY MAP ON FILE IN BOOK 1, PAGE 62 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY CALIFORNIA, AND LYING WITHIN A PORTION OF PARCEL 1 AND PARCEL 3 OF RECORD OF SURVEY ON FILE IN RECORD OF SURVEY BOOK 54, PAGE 86 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, THE CENTERLINE OF SAID STRIP OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 1;

THENCE SOUTH 55°56'58" WEST ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1, A DISTANCE OF 31.5 FEET TO A LINE THAT IS PARALLEL AND 31.5 FEET SOUTHWESTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE NORTHEASTERLY LINES OF SAID PARCELS 1 AND 3;

THENCE SOUTH 34°01'15" EAST, ALONG SAID PARALLEL LINE A DISTANCE OF 172.20 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVING NORTHEASTERLY AND HAVING A RADIUS OF 80.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 21°39'32", AN ARC LENGTH OF 30.24 FEET TO A LINE THAT IS PARALLEL AND 31.5 FEET SOUTHWESTERLY, AS MEASURED AT RIGHT ANGLES, FROM A LINE THAT EXTENDS SOUTHEASTERLY FROM THE SOUTHEAST CORNER OF SAID PARCEL 3 AND WHICH IS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF ANDREW STREET AS SHOWN BY SAID RECORD OF SURVEY;

THENCE SOUTH 55°40'47" EAST, A DISTANCE OF 70.72 FEET TO THE SOUTHEASTERLY LINE OF SAID ANDREW STREET;

EXCEPTING THEREFROM THAT PORTION LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF SAID PARCEL 3;

ALSO EXCEPTING THEREFROM THAT PORTION LYING WITH THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 002 A IN PARTIAL JUDGEMENT AND FINAL ORDER OF CONDEMNATION RECORDED MARCH 31, 2006, PER DOCUMENT NO. 2006-0229032 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY;

ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL 2 OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN INTERSPOUSAL GRANT DEED TO MOHAMMAD SADEGHIAN, ET UX., BY DOCUMENT RECORDED DECEMBER 11, 2000, PER DOCUMENT NO. 2000-491431 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY.

2007-0508056  
08/07/2007 08:00  
15 of 18



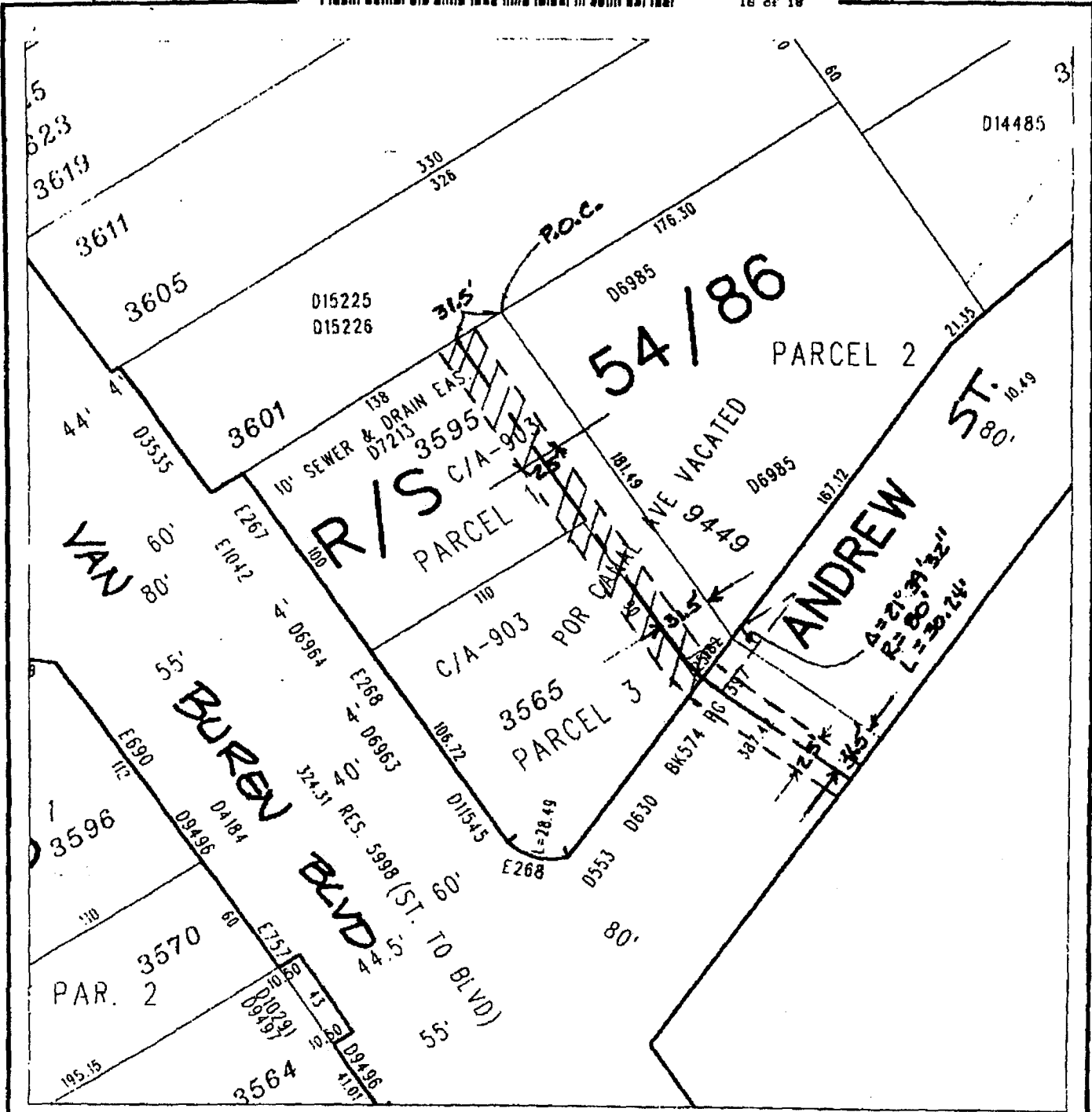
698/025546-0001  
827933.01 07/12/07

DESCRIPTION APPROVAL  
*Mark S. Brown* 7/18/07  
MARK S. BROWN DATE  
CITY SURVEYOR

16061



2007-0508058  
 00/07/2007 08:00R  
 18 of 18



◆ CITY OF RIVERSIDE, CALIFORNIA ◆

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



Scale: 1" = 80'

Drawn by: bmark

Date: 05/22/07

Subject: Andrew Street Acquisition

16061

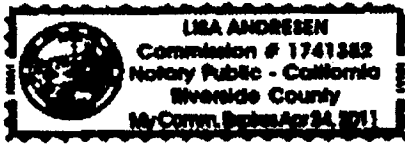
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California )  
 County of Riverside ) SS

On July 17, 2007, before me, Lisa Andresen, Notary Public  
 personally appeared Mohammed Sudeghian and Nara Sudeghia  
 NAME(S) OF SIGNER(S)

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 person(s) acted, executed the instrument.



Witness my hand and official seal.

Lisa Andresen  
 SIGNATURE OF NOTARY

**OPTIONAL**

Although the data below is OPTIONAL, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<p><b>Capacity claimed by signer:</b></p> <p><input checked="" type="checkbox"/> Individual  <input type="checkbox"/> Corporate Officer(s)  <input type="checkbox"/> Partner(s)              <input type="checkbox"/> General   <input type="checkbox"/> Limited  <input type="checkbox"/> Attorney-in-fact  <input type="checkbox"/> Trustee(s)  <input type="checkbox"/> Guardian/Conservator  <input type="checkbox"/> Other:</p> <p><b>Signer is representing:</b>          Name of Person(s) or Entity(ies)</p> <p>_____</p> <p>_____</p>	<p><b>Description of Attached Document:</b></p> <p><u>Grant of Easement and Easement Agreement</u>          Title or Type of Document</p> <p>_____</p> <p>Number of Pages</p> <p>_____</p> <p>Date of Document</p> <p>_____</p> <p>Signer(s) Other Than Named Above</p> <p>_____</p>
--	--



11e06e1



2687-0588856  
08/07/2007 08:00A  
18 of 18

LARRY W. WARD  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

Recorder  
P.O. Box 751  
Riverside, CA 92502-0751  
(951) 486-7000

www.riversideacr.com

**CERTIFICATION**

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

APPROVED AS  
CITY ATTORNEY'S OFFICE

BY \_\_\_\_\_  
Deputy City Attorney

903  
CANAL  
90  
25182  
R6 397  
387.42  
31.5

Date: 8-7-07

Signature: M J Lewis

Print Name: M J LEWIS



LARRY W. WARD  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

Recorder  
P.O. Box 751  
Riverside, CA 92502-0751  
(951) 486-7000

www.riversideacr.com

**NOTARY CLARITY**

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Sheryn Smay

Commission #: 176 2017

Place of Execution: Riverside California

Date Commission Expires: August 17, 2011

Date: 6/16/08

Signature: [Handwritten Signature]

Print Name: Robert Lippman



LARRY W. WARD  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

Recorder  
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Riverside, CA 92502-0751  
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### NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Sheryn Smay

Commission #: 176 2017

Place of Execution: Riverside California

Date Commission Expires: August 17, 2011

Date: 6/16/08

Signature: [Handwritten Signature]

Print Name: Robert Lippman