

424009

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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

The Redevelopment Agency of the City of Riverside
3737 Main Street, Suite 800
Riverside, California, 92501

DEC 31 1995

Recorded in Official Records
of Riverside County, California
Recorder
Page 3

The Undersigned declares that the Documentary Transfer Tax is \$0
since this is a conveyance of an Easement and the consideration is less
than \$100

No recording fee required; this document is exempt from fee pursuant to
Government Code Section 6103

**DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND
RECIPROCAL EASEMENTS**

AND

**FIRST AMENDMENT TO COVENANT AND AGREEMENT FOR
CONSTRUCTION AND MAINTENANCE OF STORM DRAIN IMPROVEMENTS**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
RECIPROCAL EASEMENTS AND FIRST AMENDMENT TO COVENANT AND
AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF STORM DRAIN
IMPROVEMENTS ("Declaration") is made as of the 20th day of December, 1995, by
the Redevelopment Agency of the City of Riverside, a public agency ("Agency").

RECITALS

A. On June 27, 1995, Agency and the City of Riverside, a municipal corporation ("City")
filed two parcel map waivers (collectively, "Parcel Map Waivers") in the official records of
Riverside County, State of California, as Instrument Nos. 206347 and 206348 to adjust the
property lines for the property ("Property") located in the City of Riverside, as more fully
described in Exhibit A-1 and depicted in Exhibits A-2-1 and A-2-2 attached hereto and made
a part hereof. Agency is the fee owner of parcels 1, 2 and 3 of that portion of the Property as
described in Instrument No. 206348 (individually, "Agency Parcel 1," "Agency Parcel 2"
and "Agency Parcel 3," and collectively, "Agency's Parcels"). City is the fee owner of
parcels 1 and 2 of that portion of the Property as described in Instrument No. 206347
(individually, "City Parcel 1" and "City Parcel 2," and collectively, "City's Parcels"). Each
parcel is sometimes referred to herein individually as "Parcel" and collectively as the
"Parcels."

KWS295800

CIA 1068

B. Agency intends to convey the Agency Parcels to end users (individually, "Owner" and collectively, "Owners") who may require shared access, utility and drainage easements. The Parcels are contiguous to each other, and Agency expects that the Agency Parcels may be improved with building and appurtenant structures. In addition, driveways, walkways and landscaped areas may be located on each Parcel.

C. Agency intends by this Declaration (i) to impose upon the Agency Parcels, and each of them, mutually beneficial restrictions for the benefit of (1) the Parcels and (2) the owners of the Parcels, and (ii) to establish reciprocal access, utilities and drainage for the Agency Parcels. Each Agency Parcel shall be subject to certain protective provisions, covenants, conditions and restrictions described in this Declaration for the mutual benefit of each Parcel and the owners thereof. Further, each Owner, by acquiring fee title to an Agency Parcel shall be deemed to have granted to the other owners of the Parcels certain reciprocal easements in, to, over, under and across the easement areas located upon each of the Agency Parcels as specifically described below.

D. On July 11, 1989, that certain Covenant and Agreement for Construction and Maintenance of Storm Drain Improvements ("Storm Drain Agreement") was recorded in the Official Records of Riverside County, State of California, as Instrument No. 230698, encumbering certain real property ("Cross-lot Parcels") located in the City of Riverside, County of Riverside, State of California, more particularly described as follows:

Parcels 1, 2, 3 and 4 of Parcel Map Waiver as recorded in Certificate of Compliance recorded April 13, 1989, as Instrument No. 115634, Records of Riverside County, California.

E. As a result of the Parcel Map Waivers, (i) portions of the newly formed Agency Parcels are composed of the previously existing Parcels 3 and 4 of the Cross-lot Parcels, and placement of the building on Agency Parcel 3 requires relocation of the proposed temporary gunite "V" ditch, permanent private storm drain, detention basin, inlets and storm drain pipes described in the Storm Drain Agreement. Agency now desires to amend the Storm Drain Agreement in the manner set forth below.

NOW, THEREFORE, based upon the foregoing facts, Agency hereby declares, covenants and agrees that all of the Agency Parcels shall be held, sold, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to the following reciprocal easements, liens and charges which are for protecting and enhancing the value of the Agency Parcels, and which will run with the Agency Parcels, and shall be binding on all Owners, their heirs, successors and assigns, having any rights, title or interest in any of the Agency Parcels, or any part thereof, and shall inure to the benefit of each Owner thereof, and all of which are imposed on the Agency Parcels and every portion thereof as a servitude in favor of each and every portion thereof as the dominant tenement.

1. Access and Utility Easements. Agency hereby establishes and reserves to itself, and each succeeding Owner of the Agency Parcels, together with the right to grant and transfer the same to their respective Related Parties (as defined herein), the nonexclusive easements over, through, under and across the Agency Parcels for (i) access, ingress, egress, vehicular

and pedestrian, and (ii) to install, maintain, operate, improve, alter, relocate, reconstruct, inspect, repair, occupy and use, and otherwise install necessary appurtenances thereto, of underground water line, electrical, line, telephone line, and other utilities to serve the Agency Parcels, as more fully described in Exhibit B-1 and depicted by crosshatching in Exhibit B-2 attached hereto and made a part hereof. The easements described above in this Section 1 are collectively referred to as the "Access Easements," and the portions of Agency Parcels affected by the Access Parcel Easements are hereafter referred to as the "Access Easement Areas." The Access Easements (i) are appurtenant to the Agency Parcels utilizing the Access Easement Areas, which are the dominant tenement in regard to the Access Easements, and (ii) will inure to the benefit of the present and future Owners of the Agency Parcels utilizing the Access Easement Areas and burden the present and future Owners of the Agency Parcels (the servient tenement) with the Access Easement Areas.

2. **Cross-Lot Drainage Easement.** Agency hereby amends the Storm Drain Agreement by relocating the easements (i) described in the Storm Drain Agreement, including, without limitation, easements for the proposed temporary gunite "V" ditch, permanent private storm drain, detention basin, inlets and storm drain pipes, and (ii) located on Parcels 3 and 4 of the Cross-lot Parcels, from Parcels 3 and 4 of the Cross-lot Parcels to the areas of Agency Parcel 2 and Agency Parcel 3, as more fully described in Exhibit C-1 and depicted by crosshatching in Exhibit C-2 attached hereto and made a part hereof. In addition to the above-described relocation of the easements, Agency hereby establishes and reserves to itself, and grants to each succeeding Owner of the Agency Parcels, together with the right to grant and transfer the same to their respective Related Parties, the nonexclusive easement over, through and across the Agency Parcels for general surface, sheet "cross lot drainage" from one or more of the Agency Parcels to the remaining Agency Parcels. The easements described above in this Section 2 are collectively referred to as the "Drainage Easements," and the portions of Agency Parcels affected by the Drainage Easements are hereafter referred to as the "Drainage Easement Areas." The Drainage Easements (1) are appurtenant to the Agency Parcels, which are the dominant tenement in regard to the Drainage Easements, and (2) will inure to the benefit of the present and future Owners of the Agency Parcels utilizing the Drainage Easement Areas and burden the present and future Owners of the Agency Parcels (the servient tenement) containing the Drainage Easement Areas. Agency hereby agrees for itself, and for each succeeding Owner of the Agency Parcels, to accept general surface, sheet "cross lot drainage" from the City Parcels.

3. **Covenant Regarding Landscaping.** Agency Parcel 1 and Agency Parcel 2 and City Parcel 1 and City Parcel 2 have frontage on either Van Buren Boulevard or Jurupa Avenue (collectively, "Frontage Parcels"). The Owners of Agency Parcel 1 and Agency Parcel 2 covenant to install, maintain, adequately water, repair and replace any and all trees, parkway landscaping, other plant materials, walkways and related landscaped areas and improvements (collectively, "Landscaping") located on the Owner's Parcel in accordance with the applicable specifications of Park and Recreation Department of the City. City Parcel 1 provides parking for Agency Parcel 3. Provided the Owner of Agency Parcel 3, or its employees, contractors, agents, is permitted access to City Parcel 1 by the Owner of City Parcel 1, (i) the Owner of Agency Parcel 3 assumes the obligation to maintain the Landscaping on City Parcel 1, and (i) the owner of Agency Parcel 3 shall install, maintain, water, repair and replace of the Landscaping located on City Parcel 1. At such time that the City shall

install, or cause to be installed, landscaping on City Parcel 2, if (i) Agency is the owner of Agency Parcel 2, and provided (ii) that Agency consents in writing to maintain the Landscaping on City Parcel 2 and (iii) that Agency or its employees, contractors, agents, are permitted access to City Parcel 2 by the Owner of City Parcel 2; then Agency, and its successors, assigns or transferees (1) assume the obligation to maintain the Landscaping on City Parcel 2, and (2) shall install, maintain, water, repair and replace of the Landscaping located on City Parcel 2. In the alternative, at such time that the City shall install, or cause to be installed, landscaping on City Parcel 2, if (a) a succeeding owner of Agency Parcel 2, including, without limitation, successor, assign or transferee of Agency (collectively, "Succeeding Owner"), is the owner of Agency Parcel 2, and provided (b) that Succeeding Owner or its employees, contractors, agents, are permitted access to City Parcel 2 by the Owner of City Parcel 2; then Succeeding Owner, and its successors, assigns or transferees (1) assume the obligation to maintain the Landscaping on City Parcel 2, and (2) shall install, maintain, water, repair and replace of the Landscaping located on City Parcel 2.

4. Maintenance of the Easement Areas and Landscaping.

4.1 Maintenance of Access Easement Areas: Grant of License. The Owners of the Agency Parcels covenant to maintain the Access Easements as follows:

4.1.1 Maintenance of the surfaces of all paved portions of the Access Easement Area, including sidewalks and curbs, so that the surfaces are level, smooth, free from potholes and hazards to pedestrian and vehicular use, and evenly covered with the type of surfacing material originally installed or a substitute material that is equal in quality, appearance and durability.

4.1.2 Removal of all papers, debris, filth, and refuse from the Access Easement Area, and steam cleaning, washing or thoroughly sweeping of paved areas, as required to maintain the Access Easement Area in a first-class and clean condition.

4.1.3 Placement, repair, replacement and repainting as necessary of entrances, exits, directional signs, striping, markers, bumpers, and lighting within the Access Easement Area, including bulbs and light standards.

4.1.4 Maintenance of the Access Easement Area free from any obstructions not required or permitted under this Declaration, including any obstructions of access to any Parcel.

4.1.5 All other items of repair, replacement and/or maintenance that may be needed from time to time to properly maintain the Access Easement Area.

4.2 Maintenance of Landscaping. The Landscaping shall be maintained in a neat, clean, and orderly condition and appearance. This includes, without limitation, the prevention of the accumulation of any refuse or waste materials that might be or constitute a fire hazard or nuisance.

4.3 Expenses of Maintenance. Except as specifically provided above in Section 4 of this Declaration, the Owners of the Agency Parcels shall each pay the costs of maintaining the Access Easement Areas and Landscaping located on their respective Parcel.

5. No Obstruction of Access Easements. No Owner will block, obstruct nor in any way interfere with the Access Easement Areas, it being understood that such Access Easement Area exists in order to provide for the smooth and unobstructed flow of pedestrian and vehicular traffic through and across those portions of the Parcels which, by the nature of the improvements, are intended for such uses. No fences, walls or other barriers will be constructed in such a manner as to interfere with the Access Easement Areas. Notwithstanding the above, an Owner may fence its Parcel with the prior written approval of Agency, which Agency may withhold in Agency's sole and absolute discretion. Each Owner will take all steps reasonably necessary in order to insure that their respective licensees, agents, employees and invitees comply with the provisions of this Declaration. Notwithstanding the foregoing, the Owner of a Parcel may temporarily close or relocate a portion of any access or traffic areas located on such Parcel as may be necessary to make repairs or alterations, or comply with codes or regulations of governmental or quasi-governmental authorities having jurisdiction over the Parcel.

6. Insurance.

6.1 The Owners of the Agency Parcels shall each maintain public liability insurance against claims for bodily injury or death occasioned by accidents occurring on or in connection with use of their respective Parcels with limits of not less than one million dollars (\$1,000,000) with respect to injury or death to one (1) person, not less than two million dollars (\$2,000,000) with respect to injury or death to any number of persons arising out of one (1) incident, and not less than five hundred thousand dollars (\$500,000) with respect to property damage, which policies shall contain "easement coverage," and which names the Owners of the other Agency Parcels as additional insureds. Agency may from time to time in its reasonable discretion increase the liability limits and types of coverages required of the Owners of the Agency Parcels, and such Owners shall obtain such additional coverage within thirty (30) days of receipt of written notice from Agency detailing the required coverage.

6.2 Agency solely shall have the right to self-insure with respect to any casualty or hazard insurance required to be carried by it pursuant to this Declaration, and the provisions of this subsection shall not inure to the benefit of any other Owner without the prior written approval of Redevelopment Director of Agency (or the Redevelopment Director's authorized representative), which approval may be withheld in the Redevelopment Director's sole and absolute discretion.

7. Indemnity. Each Owner of an Agency Parcel indemnifies and shall defend (with counsel chosen by the indemnified party) and hold Agency, the other Owners, their parent companies, affiliates, subsidiaries, members, officers, directors, employees, attorneys, contractors, subcontractors, representatives, agents, successors and assigns (individually "Indemnified Party," and collectively "Indemnified Parties") harmless from and against any and all claims, damages, liabilities, actions, costs, and expenses (including attorneys' fees) arising from or attributable to the use of the easements.

8. **Running with Land: Binding Effect.** The easements described in this Declaration shall be deemed established upon the recording of this Declaration and shall thereafter be considered covenants running with the land for the use and benefit of all of the Agency Parcels and the Owners thereof, as provided in Section 1468 of the California Civil Code, superior to all other encumbrances affecting any portion of the Parcels. Individual conveyances of Parcels may, but shall not be required to, set forth such easements. This Declaration, and the rights and obligations associated therewith, may not be separately assigned or conveyed, but the rights and obligations described herein and the easements created hereunder are specifically appurtenant to and for the benefit of each of the Parcels. Deeds, leases or other conveyances of any of the properties described herein, or any part of parts thereof, may contain the covenants, easements, and conditions herein set forth by reference to this instrument; but regardless of whether any such reference is made in any instrument of conveyance, each and all of the easements, covenants and conditions herein contained shall inure to the benefit of and be binding upon the Owners of the Agency Parcels, their grantees, lessees and their heirs, personal representatives, successors and assigns so long as such assignees and Owners own all or any portion of the respective Agency Parcels. Common ownership of the Agency Parcels shall not cause the easements to merge involuntarily.

9. **No Dedication for Public Use; No Fees.** The provisions hereof are not intended to and do not constitute a dedication for public use, and the rights herein created are private and for the benefit only of the Owners of the Agency Parcels and their Related Parties. No fees shall be charged in connection with the easements or licenses created hereunder.

10. **No Partnership.** Nothing contained in this Declaration shall be deemed or construed as creating a partnership, joint venture, or any association between Agency hereto or any future Owners of the Agency Parcels.

11. **Related Parties.** The term "Related Parties" includes, but is not limited to, all employees, members, officers, directors, shareholders, contractors, subcontractors, invitees, customers, partners, joint venturers, agents, lessees, sublessees, licensees, concessionaires, visitors, guests, successors, assigns, heirs, personal representatives and administrators of Agency.

12. **Reservation of Maintenance Easements.** Agency establishes and hereby reserves to itself, as the enforcement agent, together with the right to grant and transfer the same to Agency's successors and assigns, nonexclusive easements for ingress, egress, and to forever maintain, operate, improve, alter, relocate, reconstruct, inspect, repair, occupy and use, and otherwise install necessary appurtenances thereto, for the construction and maintenance of any facility or other improvement located on the Agency Parcels, or installation and maintenance of any landscaping, as may be reasonably necessary for Agency to enjoy its rights as described in this Declaration. In addition, Agency, and its successors and assigns, retain, reserve and shall continue to enjoy the use of the Agency Parcels for any and all purposes which do not interfere with or prevent the use of the easement rights granted in this Declaration. If any Owner shall fail or refuse to perform any of its respective obligations of maintenance or other duties as set forth in this Declaration, and if such failure or refusal shall continue for thirty (30) days after such defaulting Owner receives written notice thereof from Agency (unless,

within such 30-period, such defaulting Owner has commenced and is diligently pursuing the performance of the obligation or duty specified in such notice as described more fully in Section 14 below), then Agency, and Agency's successors, shall have the right (but not the obligation) to complete such maintenance, including, without limitation, to trim, cut, or clear away any trees, brush, or other vegetation or flora on the Agency Parcels from time to time as Agency, and Agency's successors, determines necessary in Agency's, and Agency's successors', sole discretion without paying any compensation to the Owner.

13. **Enforcement.** The restrictions, easements, licenses and covenants contained herein may be enforced by Agency, until the last day of the term of the redevelopment plan for the Riverside Airport Industrial Redevelopment Project, as may be extended, and thereafter by the City. If any Owner shall fail or refuse to perform any of its respective obligations or duties as set forth in this Declaration, and if such failure or refusal shall continue for thirty (30) days after such defaulting Owner receives written notice thereof from Agency (unless, within such 30-period, such defaulting Owner has commenced and is diligently pursuing the performance of the obligation or duty specified in such notice), then Agency shall have the right (but not the obligation) to perform or pay the obligation or duty which the defaulting Owner has failed to, or refused to perform or pay, and in connection therewith, each Owner thereto grants to Agency, and Agency's respective agents, employees and independent contractors, full right on, to and from their respective Agency Parcel for the purposes of performing such obligations or duties. All costs and expenses incurred by Agency, or Agency's successors, in connection with the performance of a defaulting Owner's obligations or duty shall be repaid by the defaulting Owner or within ten (10) days after demand, together with interest thereon from the date of demand until repaid at the lesser of (i) the maximum rate permitted under applicable law; or (ii) the rate of 18 percent per annum.

Any such obligation for repayment, together with interest as aforesaid, shall be a secured right, and a lien, therefore, in favor of the person or entity who paid or performed the defaulting Owner's obligation may attach to the real property (and improvements thereon) described herein which is owned by the defaulting Owner effective upon recording of a notice of claim of lien in the Recorder's office of Riverside County, California, signed and certified by Agency, or Agency's successor, stating the amount due, the name of such defaulting Owner, and the legal description of the Agency Parcel owned by such defaulting Owner. Such lien shall be subordinate to any first mortgage or deed of trust now or hereafter covering any portion of such defaulting Owner's real property and improvements thereon. A breach of this Declaration shall not defeat or render invalid any such mortgage or deed of trust. It is further agreed that the foregoing lien shall be in addition to any right of subrogation in the Owner paying or performing such obligation or duty may have to any mechanics', contractors' or materialmen's liens. Agency, or Agency's successor, may bring an action at law against the defaulting Owner personally obligated to pay the same for a money judgment or to foreclose the lien against the Agency Parcel, or both, and interest, costs and reasonable attorneys' fees of any action shall be added to the amount due and owing. Such lien may be enforced through judicial foreclosure or nonjudicial foreclosure in accordance with the provisions of California Civil Code Section 2924 et. seq.

No breach of this Declaration will defeat, render invalid, diminish or impair the lien of any mortgage or deed of trust made in good faith and for value. However, the

covenants and conditions contained herein will be binding upon and in effect against the Owner of any Agency Parcel whose title is acquired by foreclosure, trust deed sale or otherwise.

Violation of any one (1) or more of the restrictions or covenants may be restrained or enforced by any court of competent jurisdiction and/or damages may be awarded for any violation. However, nothing herein shall be construed as meaning that damages are an adequate remedy where equitable relief is sought. In the event Agency, or Agency's successor employs an attorney to enforce any of the foregoing restrictions, easements, licenses or covenants, or to uphold or defend the validity of any restrictions, easements, licenses or covenants contained in this Declaration, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection with such action.

Notwithstanding the above, in the event of any sale or transfer by Agency of its respective Agency Parcels, the conveying party shall be and is hereby entirely freed and relieved of any and all liability and obligations contained in or derived from this Declaration. Any attempted or purported modification or termination in violation of this Section shall be void and shall confer no rights upon any third person.

14. Law Enforcement and Emergency Vehicle Access. Agency and all Owners hereby grant to authorized police, fire or ambulance personnel and vehicles such rights of access, ingress and egress upon and across the Agency Parcels as may be necessary to enforce laws and respond to emergency situations within the Agency Parcels.

15. Term/Termination. This Declaration and the easements described herein shall be perpetual until terminated by an executed, acknowledged and recorded document effecting such termination, executed by Agency hereto, its successors or assigns. In the event that an easement is no longer required over, through and across the Agency Parcels, as provided in this Declaration, then said easement shall be quitclaimed by the Owner of the dominant parcel to the Owner of the servient parcel, its heirs, successors, or assigns. Provided, however, such document shall not be effective without the prior written approval by the Redevelopment Director of Agency (or the Redevelopment Director's authorized representative). Notwithstanding the above, in the event of any sale or transfer by Agency of its respective Agency Parcels, the conveying party shall be and is hereby entirely freed and relieved of any and all liability and obligations contained in or derived from this Declaration. Any attempted or purported modification or termination in violation of this Section shall be void and shall confer no rights upon any third person.

16. Obligation to Refrain from Discrimination. Agency and Owners covenant and agree for Agency and Owners and their Related Parties, and every successor in interest to the Agency Parcels or any part thereof, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Agency Parcels or any part thereof, nor shall Agency or Owners, or any person claiming under or through Agency or Owners, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Agency Parcels or any part thereof. The foregoing covenants shall run with the land and shall remain in effect in perpetuity.

17. **Form of Nondiscrimination and Nonsegregation Clause.** Agency and Owners shall refrain from restricting the rental, sale or lease of the Agency Parcels or any part thereof on the basis of race, color, creed, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(i) In deeds: "The grantee herein covenants by and for grantee, grantee's heirs, executors, successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee, or any persons claiming under or through grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(ii) In leases: "The lessee herein covenants by and for lessee, lessee's heirs, executors, administrators, successors and assigns, and all persons claiming under or through lessee, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased nor shall the lessee, or any person claiming under or through lessee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the land herein leased."

(iii) In contracts: "There shall be no discrimination against or segregation of any persons or group of persons on account of race, color, creed, religion, sex, marital status, ancestry or national origin in the sale, lease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee, or any person claiming under or through transferee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land."

18. **Attorneys' Fees.** In the event of any controversy, claim or dispute relating to this Declaration, the breach or interpretation thereof, the prevailing party will be entitled to recover from the other party reasonable expenses, attorneys' fees and costs.

19. **Notices.** All notices, certificates or other communications shall be in writing, and shall be sufficiently given, and shall be deemed given on the second day following the date on which the same shall have been mailed by certified mail, return receipt requested, postage prepaid, or on the same day received if personally delivered or sent by overnight mail, addressed as follows:

The Redevelopment Agency of the City of Riverside
3737 Main Street, Suite 800
Riverside, California, 92501
Attn: Executive Director

Any party or Owner of an Agency Parcel or any Related Party may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, documents or other communications shall be sent.

20. Miscellaneous. This Declaration is also governed by the following: (a) headings shall not be used to interpret the provisions; (b) the interpretation and enforcement of provisions shall be governed by the laws of California; (c) all rights and remedies shall be cumulative; (d) any consent or approval required hereunder shall not be unreasonably withheld; (e) all provisions shall be deemed to be both covenants and conditions; (f) whenever required, all references to male gender shall include the female gender; and vice versa; (g) failure to enforce a provision of this Declaration shall not constitute a waiver of the right to enforce such provisions; (h) provisions of this Declaration may be waived only in writing by the person or entity intended to be benefitted by the provisions, and a waiver by a person or entity of a breach hereunder shall not be construed as a waiver of any succeeding breach of the same or other provisions; (i) if any portion of a provision of this Declaration is held to be unenforceable, any enforceable portion thereof and the remaining provisions shall continue in full force; (j) no rule of strict construction shall be applied in connection with this Declaration; (k) the liability for any defaults under this Declaration by an Owner of an Agency Parcel, a Related Party, or a mortgagee is limited to the period of time that such person or entity has fee ownership of its respective Agency Parcel covered by this Declaration; (l) time is of the essence; (m) Agency, the Owners and the Related Parties shall cooperate together and take such additional actions as are reasonably necessary to accomplish the objectives set forth herein; (n) all exhibits attached hereto are incorporated herein; and (o) this Declaration shall be recorded in the official records of Riverside County.

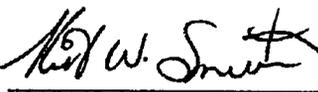
IN WITNESS WHEREOF, Agency has executed this instrument the day and year first above written.

AGENCY:

THE REDEVELOPMENT AGENCY OF THE CITY
OF RIVERSIDE, a public agency

By: 
Title: Executive Director

APPROVED AS TO LEGAL FORM:


Special Agency Counsel

KWS295800

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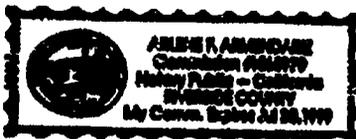
ACKNOWLEDGEMENTS

STATE OF CALIFORNIA
 COUNTY OF RIVERSIDE

On December 20, 1995, before me, the undersigned notary public, personally appeared Robert C. Wales, 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.

Calvin J. Comendani
 Signature of Notary



CAPACITY CLAIMED BY SIGNER:

Individual(s)
 Corporate Officer(s) _____
 Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Subscribing Witness
 Guardian/Conservator
 Other Executive Director

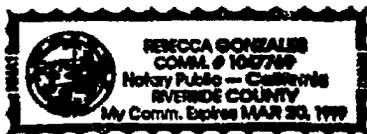
SIGNER IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)

STATE OF CALIFORNIA
 COUNTY OF RIVERSIDE

On December 19, 1995, before me, the undersigned notary public, personally appeared Mark H. Smith, 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.

Rebecca Gonzalez
 Signature of Notary



CAPACITY CLAIMED BY SIGNER:

Individual(s)
 Corporate Officer(s) _____
 Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Subscribing Witness
 Guardian/Conservator
 Other Special Agency Council

SIGNER IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)

PARCEL "1" (REDEVELOPMENT AGENCY)

Those portions of Lots 50 and 51 of McClaskey Tract, as shown by map on file in Book 10 Pages 36 and 37. of Maps, Records of Riverside County, California, more particularly described as a whole as follows:

Beginning at the Southerly terminus of that certain course having a bearing and length of "South 00°12'47" West, 1,093.17 feet", in the Westerly line of Acorn Street as described in the quitclaim deed to the City of Riverside, recorded September 26, 1984 as Instrument No. 208504 of Official Records;

Thence along said certain course, North 00°12'47" East, 816.92 feet to a point on a non-tangent curve concave Southerly having a radius of 459.276 feet, a radial line of said curve to said point bears North 09°59'00" West, said point being the Northeast corner of the land described in the deed to Redevelopment Agency of the City of Riverside, California, recorded September 14, 1984 as Instrument No. 200826 of Official Records;

Thence Westerly along said curve through a central angle of 15°39'48" an arc distance of 125.56 feet;

Thence tangent to said curve, South 64°21'13" West, 60.00 feet to the beginning of a tangent curve concave Northerly having a radius of 459.276 feet;

Thence Westerly along the last mentioned curve through a central angle of 15°39'48" an arc distance of 125.56 feet;

Thence parallel with the most Northerly line of said Lots 53 and 52 of said McClaskey Tract, South 80°01'00" West, 518.51 feet;

The previous four (4) courses and distances being along the Northerly line of said land of Redevelopment Agency of the City of Riverside, California;

Thence continuing parallel with the Northerly line of Lots 52 and 51, South 80°01'00" West, 422.88 feet ;

Thence North 09°59'00" West, 71.43 feet to a point that is 304.00 feet Southerly, measured at right angles from the Northerly line of said Lot 51, being the TRUE POINT OF BEGINNING;

Thence parallel with the Northerly line of said lots 51 and 50, South 80°01'00" West, 412.83 feet

Thence South 40°17'50" West, 104.04 feet to the Southerly line of the land described as exhibit "A" in the deed to Redevelopment Agency of the City of Riverside, California, recorded September 28, 1984 as Instrument No. 210873 of Official Records;

Thence along the Westerly prolongation of the Southerly line of said last mentioned land, North 68°27'22" West, 102.85 feet to the Northeasterly line of the land described in the deed to the County of Riverside, recorded July 1, 1934 in Book 1604 Page 191 of Official Records:

Thence along said Northeasterly line, North 49°42'10" West, 185.19 feet; to the Southerly terminus of that certain course having a bearing and length of "North 15°28'08" East, 58.95 feet" in the Southerly line of the land described in said quitclaim deed to the City of Riverside:

Thence along said Southerly line, North 15°28'08" East, 58.95 feet to the beginning of a non-tangent curve therein concave Southeasterly and having a radius of 645.00 feet, a radial line of said curve to said beginning bears North 41°39'02" West:

Thence Northeasterly along said curve through a central angle of 31°40'02" an arc distance of 356.49 feet to its Easterly terminus thereof:

Thence continuing along said Southerly line, North 80°01'00" East, 334.92 feet to a line which bears North 09°59'00" West from the TRUE POINT OF BEGINNING:
Thence along the last mentioned line, South 09°59'00" East, 279.00 feet to the TRUE POINT OF BEGINNING.

said parcel contains 4.146 acres



PARCEL "2" (REDEVELOPMENT AGENCY)

That portion of Lots 47, 48, 51 and 52 of McClaskey Tract, as shown by map on file in Book 10 Pages 36 and 37 of Maps, Records of Riverside County, California, being described as follows:

Beginning at the Southerly terminus of the certain course having a bearing and length of "South 00°12'47" West, 1,093.17 feet", in the Westerly line of Acorn Street as described in the quitclaim deed to the City of Riverside, recorded September 26, 1984 as Instrument No. 208504 of Official Records;

Thence along said certain course, North 00°12'47" East, 815.92 feet to a point on a non-tangent curve concave Southerly having a radius of 459.276 feet, a radial line of said curve to said point bears North 09°59'00" West, said point being the Northeast corner of the land described in the deed to Redevelopment Agency of the City of Riverside, California, recorded September 14, 1984 as Instrument No. 200826 of Official Records;

Thence Westerly along said curve through a central angle of 15°39'48" an arc distance of 125.56 feet;

Thence tangent to said curve, South 64°21'12" West, 60.00 feet to the beginning of a tangent curve concave Northerly having a radius of 459.276 feet;

Thence Westerly along the last mentioned curve through a central angle of 15°39'48" an arc distance of 125.56 feet;

Thence parallel with the most Northerly line of said Lots 53 and 52 of said McClaskey Tract, South 80°01'00" West, 518.51 feet to the TRUE POINT OF BEGINNING;

The previous four (4) courses and distances being along the Northerly line of said land of Redevelopment Agency of the City of Riverside, California;

Thence continuing parallel with the Northerly line of Lots 52 and 51, South 80°01'00" West, 422.88 feet;

Thence North 09°59'00" West, 350.43 feet to the southerly line of the land described in said quitclaim deed to the City of Riverside;

Thence along said southerly line North 80°01'00" East, 422.88 feet;

Thence South 09°59'00" East, 350.43 feet to the TRUE POINT OF BEGINNING;

TOGETHER WITH the Easterly 276.39 feet of the following described parcel, as measured at right angles from the Easterly line of said parcel:

Commencing at a point on the southerly line of Lot 46 of said McClaskey Tract, distant thereon North 89°59'30" West, 422.87 feet from the Southeast corner of said Lot 46, said point being on the Northerly line of Central Avenue (Hanton Street), 60 feet wide as shown on said map of McClaskey Tract;

Thence North 68°27'22" West, 476.65 feet to the TRUE POINT OF BEGINNING;

Thence North 09°59'00" West, 466.96 feet to a point that is 375.43 feet Southerly, measured at right angles from the Northerly line of Lot 51 of said McClaskey Tract;

Thence parallel with the Northerly line of said Lot 51 and 52, South 80°01'00" West, 276.39 feet;

Thence North 09°59'00" West, 71.43 feet to a point that is 304.00 feet Southerly, measured at right angles from the Northerly line of said Lot 51;

Thence parallel with the Northerly line of said Lot 51 and 52, South 80°01'00" West, 412.83 feet;

Thence South 40°17'30" West, 104.04 feet;

Thence South 68°27'22" East, 902.46 feet to the TRUE POINT OF BEGINNING.

said parcel contains 5.827 acres



Ed Powell
6-23-1995

PARCEL "3" (REDEVELOPMENT AGENCY)

That portion of Lots 48, 49, 50, and 51 of McClaskey Tract, as shown by map on file in Book 10 Pages 36 and 37 of Maps, Records of Riverside County, California, being described as follows:

Commencing at a point on the southerly line of Lot 46 of said McClaskey Tract, distant thereon North 69°59'30" West, 422.87 feet from the Southeast corner of said Lot 46, said point being on the Northerly line of Central Avenue (Hanton Street), 60 feet wide as shown on said map of McClaskey Tract:

Thence North 68°27'22" West, 476.65 feet to the TRUE POINT OF BEGINNING;

Thence North 09°59'00" West, 466.96 feet to a point that is 375.43 feet Southerly, measured at right angles from the Northerly line of Lot 51 of said McClaskey Tract;

Thence parallel with the Northerly line of said Lot 51 and 52, South 80°01'00" West, 276.39 feet;

Thence North 09°59'00" West, 71.43 feet to a point that is 304.00 feet Southerly, measured at right angles from the Northerly line of said Lot 51;

Thence parallel with the Northerly line of said Lot 51 and 52, South 80°01'00" West, 412.83 feet;

Thence South 40°17'50" West, 104.04 feet;

Thence South 68°27'22" East, 902.46 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM the easterly 276.39 feet of said parcel as measured at right angles to the easterly line of said parcel;

said parcel contains 2.402 acres



PARCEL "1" (CITY OF RIVERSIDE)

That portion of Lots 48 through 50, inclusive, of McCJaskey Tract, as shown by map on file in Book 10 Pages 36 and 37 of Maps, Records of Riverside County, California, more particularly described as follows:

Beginning at a point on the south line of said Lot 46 distant thereon North 89°59'30" West, 422.87 feet from the Southeasterly corner of said Lot;

Thence North 89°59'30" West, along the South line of Lots 46, 47 and 48 a distance of 736.78 feet to the Northeasterly line of that certain parcel of land conveyed to the County of Riverside by a deed recorded July 1, 1954 in Book 1604 PAGE 191 of Official Records of Riverside County, California;

Thence North 49°42'10" West along said Northeasterly line, 841.28 feet;

Thence South 68°27'22" East, 1,481.97 feet the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion described as beginning at a point on the south line of said Lot 46 distant thereon North 89°59'30" West, 422.87 feet from the Southeasterly corner of said Lot;

Thence North 89°59'30" West, along the South line of Lots 46, 47 and 48 a distance of 736.78 feet to the Northeasterly line of that certain parcel of land conveyed to the County of Riverside by a deed recorded July 1, 1954 in Book 1604 PAGE 191 of Official Records of Riverside County, California;

Thence North 49°42'10" West along said Northeasterly line, 263.65 feet to a point that is 761.00 feet Southerly, measured at right angles from the Northerly line of Lot 50 of said McClaskey Tract;

Thence parallel with said Northerly line, North 80°01'00" East, 211.42 feet;

Thence North 09°59'00" West, 88.16 feet to the Southerly line of the land described as exhibit "A" in the deed to Redevelopment Agency of the City of Riverside, California, recorded September 28, 1984 as Instrument No. 210873 of Official Records;

Thence South 68°27'21" East, along said Southerly line, 800.91 feet the POINT OF BEGINNING.

said parcel contains 1.666 acres



Edy Powell Adkinson
6-23-1005
EXHIBIT A-1
Page 6

CIA 1068

PARCEL "2" (CITY OF RIVERSIDE)

That portion of Lots 43, 44, 46, 47, and 48 of McClaskey Tract, as shown by map on file in Book 10 Pages 36 and 37 of Maps, together with a portion of Central Avenue (formerly Hanton Street) as vacated per City Council Resolution No. 18648 recorded May 17, 1995 as Instrument No. 159082, both Records of Riverside County, California, more particularly described as a whole as follows:

Beginning at a point on the south line of said Lot 46 distant thereon North 85°59'30" West, 422.87 feet from the Southeasterly corner of said Lot;

Thence South 11°38'40" East, 3.47 feet to a point on a non-tangent curve concave Southeasterly having a radius of 844.00 feet, a radial line of said curve to said point bears North 11°38'40" West, said point being on the northerly line of Central Avenue;

Thence Southwesterly along said curve through a central angle of 34°55'41" an arc distance of 514.51 feet, to a point on the Northeasterly line of the property described as Parcel 1 in the deed to the County of Riverside, recorded February 25, 1955 as Instrument No. 12434;

Thence North 49°42'56" West, along said Northeasterly line 293.74 feet, to the Southwesterly corner of said portion of vacated Central Avenue;

Thence North 49°43'27" West, 92.83 feet, to the Northwesterly corner of said vacated portion of Central Avenue, said point being on the Northeasterly line of that certain parcel of land conveyed to the County of Riverside by a deed recorded July 1, 1954 in Book 1604 Page 191 of Official Records of Riverside County, California;

Thence North 49°42'10" West along said Northeasterly line, 263.65 feet to a point that is 761.00 feet Southerly, measured at right angles from the Northerly line of Lot 50 of said McClaskey Tract;

Thence parallel with said Northerly line, North 80°01'00" East, 211.42 feet;

Thence North 09°59'00" West, 88.16 feet to the Southerly line of the land described as exhibit "A" in the deed to Redevelopment Agency of the City of Riverside, California, recorded September 28, 1984 as Instrument No. 210873 of Official Records;

Thence South 68°27'22" East, along said Southerly line, 800.91 feet to the POINT OF BEGINNING;

said parcel contains 4.765 acres



EXHIBIT A-1
Page 7

6-23-1995

CIA 1068

PARCEL MAP WAIVER
FOR THE RIVERSIDE REDEVELOPMENT AGENCY

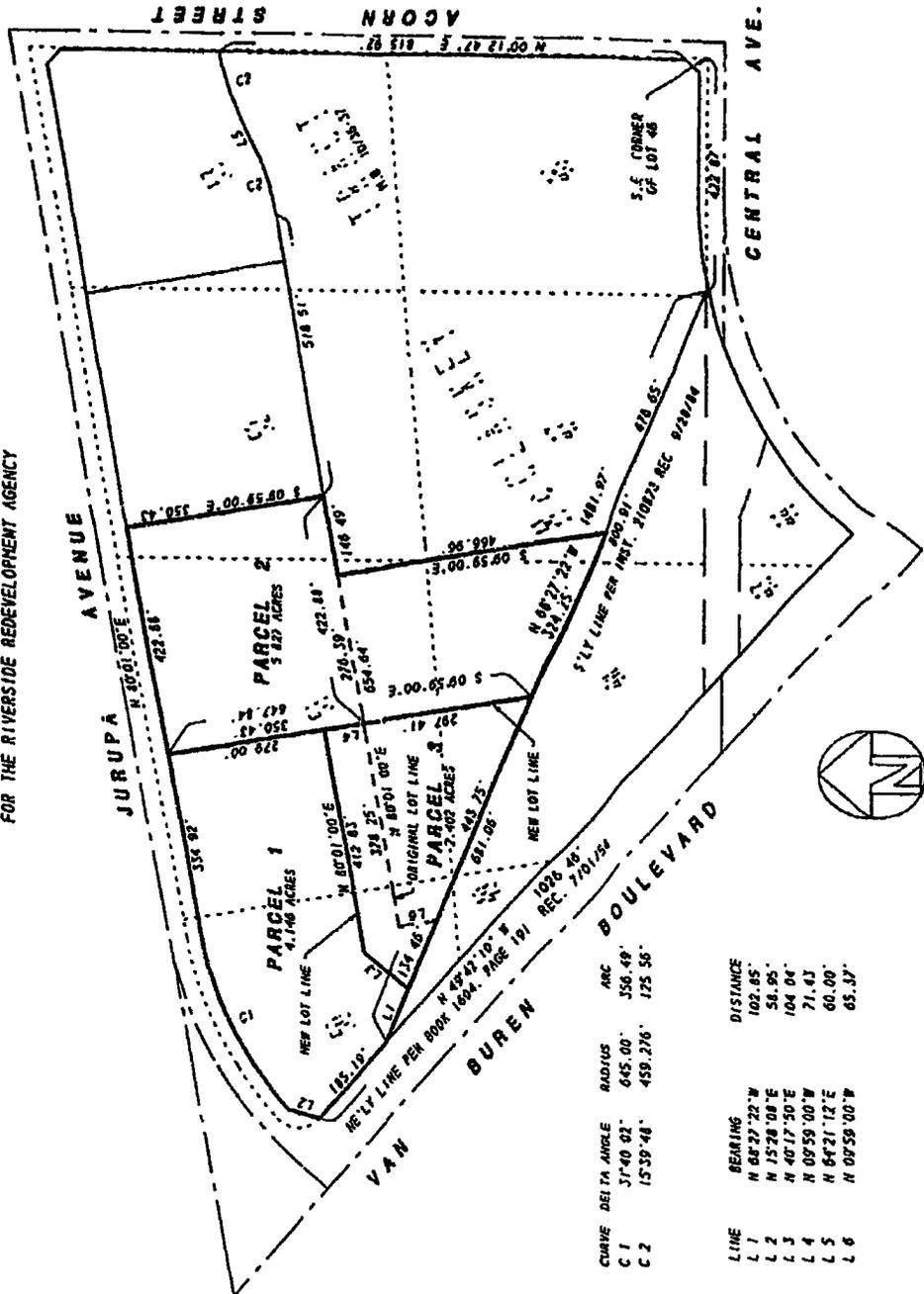


EXHIBIT A-2-1
AGENCY PARCELS

CHAVE	DELTA ANGLE	RADIUS	ARC
C 1	31°40'02"	645.00'	356.49'
C 2	15°39'48"	459.276'	125.56'

LINE	BEARING	DISTANCE
L 1	N 68°27'22"W	102.65'
L 2	N 15°28'08"E	58.95'
L 3	N 40°17'30"E	104.04'
L 4	N 09°59'00"W	71.43'
L 5	N 64°21'12"E	60.00'
L 6	N 09°58'00"W	65.37'



NOT TO SCALE

INGRESS, EGRESS AND UTILITY EASEMENT DESCRIPTION

That portion of Lots 48 and 51 of McClaskey Tract, as shown by map on file in Book 10 Pages 36 and 37 of Maps, Records of Riverside County, California, being described as follows.

Beginning at the most Northwestern corner of Parcel 3 of Parcel Map Waiver as recorded in Certificate of Compliance recorded April 13, 1969, as Instrument No. 115634, Records of Riverside County, California, said point lying 25.00 feet Southerly measured at right angles from the Northerly line of said Lot 51;
Thence along the Northerly line of said Parcel 3, parallel to the Northerly line of said Lot 51, North 80°01'00" East, 75.00 feet;
Thence South 09°59'00" East, 5.00 feet;
Thence South 80°01'00" West, 10.00 feet;
Thence South 44°15'46" West, 30.81 feet to a point that is 40.00 feet easterly, measured at right angles from the Westerly line of said Parcel 3;
Thence parallel to the Westerly line of said Parcel 3, South 09°59'00" East, 327.43 feet to the Southerly line of said Parcel 3;
Thence Westerly along the Southerly line of said Parcel 3, South 80°01'00" West, 20.00 feet;
Thence South 09°59'00" East, 385.57 feet;
Thence South 80°01'00" West, 40.00 feet;
Thence North 09°59'00" West, 457.00 feet, to a point that is 71.43 feet Northerly, measured at right angles from the Southerly line of said Parcel 3;
Thence parallel to said Southerly line, South 80°01'00" West, 20.00 feet;
Thence parallel to the Westerly line of said Parcel 3, North 09°59'00" West, 211.00 feet;
Thence South 80°01'00" West, 5.00 feet;
Thence North 09°59'00" West, 50.00 feet, to a point 43.00 feet Southerly, measured at right angles from the Northerly line of said Lot 51;
Thence South 80°01'00" West, 65.00 feet;
Thence North 09°59'00" West, 18.00 feet, to a point 25.00 feet Southerly, measured at right angles from the Northerly line of said Lot 51;
Thence parallel to the Northerly line of said Lot 51, North 80°01'00" East, 110.00 feet to the TRUE POINT OF BEGINNING.

said parcel contains 1.009 acres



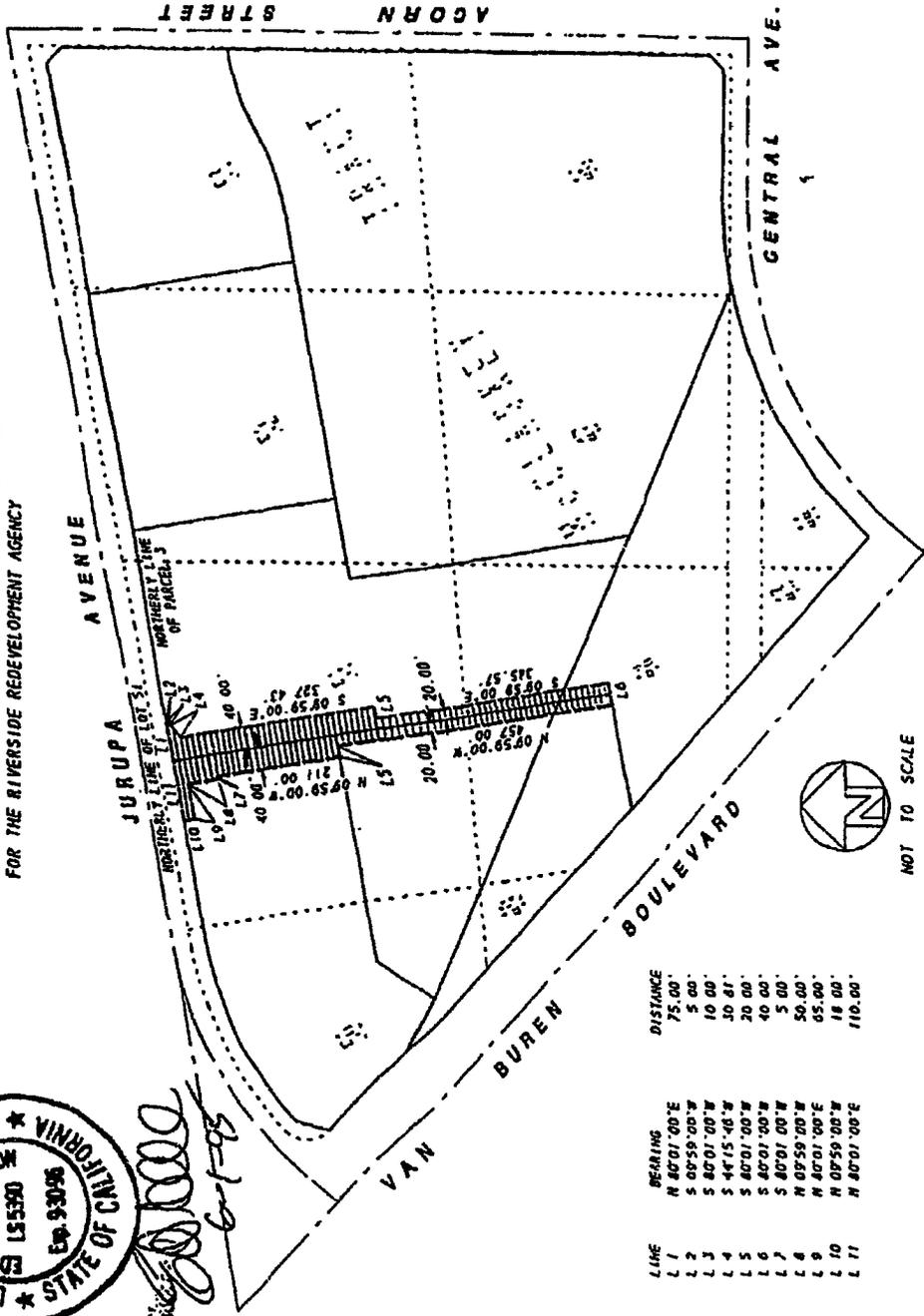
Ed Powell Adcock
6-23-1995

EXHIBIT B-1

ACCESS AND UTILITY EASEMENT
FOR THE RIVERSIDE REDEVELOPMENT AGENCY



Ed Powell
6-1-95



LINE	BEARING	DISTANCE
L 1	N 80°01'00"E	75.00'
L 2	S 09°59'00"W	5.00'
L 3	S 80°01'00"W	10.00'
L 4	S 44°15'40"W	30.81'
L 5	S 80°01'00"W	20.00'
L 6	S 80°01'00"W	40.00'
L 7	S 80°01'00"W	5.00'
L 8	N 09°59'00"W	50.00'
L 9	N 80°01'00"E	05.00'
L 10	N 09°59'00"W	18.00'
L 11	N 80°01'00"E	110.00'

EXHIBIT B-2

C/A 1068

CROSS LOT DRAINAGE AGREEMENT ALIGNMENT

PARCEL "A"

Being an easement for the purpose of constructing and maintaining surface drainage facilities over Parcels 3 and 4 of Parcel Map Waiver as recorded in Certificate of Compliance recorded April 13, 1989, as Instrument No. 115634, Records of Riverside County, California, described as:

A fifteen (15) foot wide easement, the centerline of which is described as follows:
Beginning at a point on the Easterly line of said Parcel 3, distant thereon North 09°59'00" West, 7.50 feet from the Southeasterly corner of said Parcel 3;
Thence parallel to the Southerly line of said Parcel 3, South 80°01'00" West, 307.88 feet to a point that is 115.00 feet Easterly, measured at right angles from the Westerly line of said Parcel 3;

Thence North 66°42'46" West, 83.72 feet to a point that is 297.00 feet Southerly, measured at right angles from the Northerly line of said Parcel 3 and 45.00 feet Easterly, measured at right angles from the Westerly line of said Parcel 3;

Thence parallel to the Northerly line of said Parcel 3, South 80°01'00" West, 45.00 feet to a point on the Westerly line of said Parcel 3, distant thereon North 09°59'00" West, 53.43 feet from the Southwesterly corner of said Parcel 3, said point also being the terminus of the fifteen (15) foot wide easement and the beginning of a ten (10) foot wide easement, the centerline of which is described as follows:

Beginning at a point on the Westerly line of said Parcel 3, distant thereon North 09°59'00" West, 53.43 feet from the Southwesterly corner of said Parcel 3, said point being 297.00 feet Southerly, measured at right angles from the Northerly line of said Parcel 3;

Thence parallel to the northerly line of said Parcel 3, South 80°01'00" West, 426.68 feet;

Thence South 40°17'50" West, 80.20 feet to a POINT OF TERMINATION on the Southerly line of the land described as exhibit "A" in the deed to Redevelopment Agency of the City of Riverside, California, recorded September 28, 1984 as Instrument No. 210873 of Official Records.

The sidelines of said easement are to be shortened or lengthened to terminate on the lines noted as the beginning and termination of said easement.

PARCEL "B"

Beginning at a point in the Northeasterly line of the land described in the deed to the County of Riverside, recorded July 1, 1954 in Book 1604 Page 191 of Official Records. Said point being the intersection with the Westerly prolongation of the Southerly line of the land described as exhibit "A" in the deed to Redevelopment Agency of the City of Riverside, California, recorded September 28, 1984 as Instrument No. 210873 of Official Records;

Thence along said Northeasterly line, North 49°42'10" West, 185.19 feet to the Southerly terminus of that certain course having a bearing and length of "North 15°28'08" East, 58.95 feet" in the Southerly line of the land described in said quitclaim deed to the City of Riverside;

Thence along said Southerly line, North 15°28'08" East, 58.95 feet to the beginning of a non-tangent curve therein concave Southeasterly and having a radius of 645.00 feet, a radial line of said curve to said beginning bears North 41°39'02" West;

Thence Northeasterly along said curve through a central angle of 07°35'39" an arc distance of 85.49 feet to a point that is 137.11 feet Northeasterly of said Northeasterly line, a radial line of said curve to said point bears North 34°03'23" West;

Thence parallel with said Northeasterly line, South 49°42'10" East, 289.79 feet;
Thence South 40° 17'30" West, 104.04 feet to a point on the Southerly line of the land described as exhibit "A" in the deed to Redevelopment Agency of the City of Riverside, California, recorded September 28, 1984 as Instrument No. 210873 of Official Records;

Thence along said Southerly line, North 68°27'22" East, 102.85 feet to the TRUE POINT OF BEGINNING.

said Parcel "B" contains 0.900 acres



6-23-1995

