

RECORDING REQUESTER BY:

*Stewart Title*

WHEN RECORDED MAIL TO:

CITY CLERK  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, California 92522

Project: Building Permit for  
2624 Alessandro Boulevard  
Riverside, California  
Design Review Case DR-21-912

RECEIVED FOR RECORD  
AT 2:00 O'CLOCK

OCT 20 1992

Recorded in Official Records  
of Riverside County, California

*W. J. [Signature]*  
Recorder  
Fees \$

396051

COVENANT AND AGREEMENT  
ESTABLISHING EASEMENTS FOR INGRESS, EGRESS AND PARKING

32  
14

THIS COVENANT AND AGREEMENT is made and entered into this 15<sup>th</sup> day of October, 1992, by DJA PARTNERSHIP, a California general partnership, hereinafter referred to as "Declarant" with reference to the following facts:

A. Declarant is the fee owner of the three parcels of real property, hereinafter referred to as Parcel A, Parcel B and Parcel C, respectively, located in the City of Riverside, County of Riverside, State of California, described in Exhibit A attached hereto and incorporated herein by this reference. Parcels A, B and C are hereinafter collectively referred to as the "Property".

B. The Property is located on the northerly side of Alessandro Boulevard westerly of Interstate Highway 215 and The Atchison, Topeka and Santa Fe Railway Company right of way within the City of Riverside.

C. As a condition to the approval of Design Review Case DR-21-912 and the issuance by the City of Riverside of a building permit for Parcel A of the Property, Declarant is required to submit documentation satisfactory to the Planning and Legal Departments of the City to assure mutual access to any shared driveways.

D. Declarant intends by this document to comply with the condition imposed by the Planning Department of the City of Riverside and to impose upon the Property mutually beneficial restrictions, conditions, covenants and agreements for the benefit of the Property and the improvements to be constructed thereon, and the future owners of all parcels of the Property, and for the same purpose to reserve and grant easements over portions of the Property.

STEWART TITLE COMPANY has recorded this instrument as an accommodation only. It has not been examined as to its effect upon the title, no examination of the title having been made.

NOW, THEREFORE, Declarant hereby declares that the Property is and hereafter shall be held, conveyed, transferred, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the following declarations, limitations, covenants, conditions, restrictions, and easements, all of which are imposed as equitable servitudes pursuant to a general plan for the development of the Property for the purpose of enhancing and protecting the value and attractiveness of the Property, and each Parcel thereof, in accordance with the plan for the improvement of the Property, and to comply with certain conditions imposed by the City of Riverside for the approval of Design Review Case DR-21-912 and issuance of a building permit for 2624 Alessandro Boulevard. All of the covenants, conditions, limitations, restrictions and easements shall run with the land, shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the Property or any Parcel or portion thereof, and shall be binding and inure to the benefit of each successor and assignee in interest of each such party. Any conveyance, transfer, sale, assignment, lease or sublease made by Declarant of a Parcel of the Property shall be and hereby is deemed to incorporate by reference all of the provisions of this Covenant and Agreement including, but not limited to, all the covenants, conditions, restrictions, limitations, grants of easement, rights, rights of way and equitable servitudes contained herein.

1. Definitions. In addition to the definitions hereinbefore set forth, the following words or phrases when used in this Covenant and Agreement (except when the context otherwise requires) shall have the following definitions:

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

(b) "City" shall mean the City of Riverside, a municipal corporation of the State of California.

(c) "Common Area" shall mean all the areas of Parcel A, Parcel B and Parcel C of the Property other than Building Areas.

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

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

2. Easements Granted.

(a) Declarant hereby establishes and grants nonexclusive easements for pedestrian and vehicular ingress and egress and for parking on, over and across the Common Areas of Parcels A, B and C of the Property, and as each such Parcel may hereinafter be configured, for the use and benefit of and as easements appurtenant to each of the remaining Parcels. The driveways, walkways and parking areas shall be installed on each Parcel in accordance with plans approved by the City in connection with the issuance of any building permit for such Parcel.

(b) The easements hereinabove granted or established shall include all rights necessary and proper for the installation, construction, maintenance, repair, replacement and use of driveways, walkways and parking areas. The cost of repair and maintenance of the driveways, walkways and parking areas shall be borne by the Owner of the Parcel upon which such driveways, walkways or parking areas are located.

(c) Those areas on each Parcel of the Property designated as parking areas shall be in conformance with plans for the development of such Parcel which have been or may be approved by the City and shall include the number of parking spaces required by the Riverside Municipal Code for all of the uses on such Parcel.

3. Barriers. No walls, fences, or barriers of any kind shall be constructed or maintained on the Common Area, or any portion thereof, by any Owner, tenant or person which shall prevent or impair the use or exercise of any of the easements granted herein, or the free access and movement, including without limitation, of pedestrians and vehicular traffic between the Parcels; provided, however, reasonable traffic controls as may be necessary to guide and control the orderly flow of traffic may be installed so long as access driveways to the parking areas on the Property are not closed or blocked. The only exceptions to this provision shall be for incidental encroachments upon the Common Area which may occur as a result of the use of ladders, scaffoldings, barricades and similar facilities resulting in temporary obstruction of the Common Area, all of which are permitted hereunder so long as their use is kept within reasonable requirements of construction or maintenance work being expeditiously pursued.

4. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Common Area to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarant that this document shall be strictly limited to and for the purposes

herein expressed. The right of the public or any person to make use whatsoever of the Common Area of the Property, or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is solely by permission, and subject to the control of the Owner(s). Notwithstanding any other provision herein to the contrary, the Owner(s) may periodically restrict ingress and egress from the Common Area in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress or egress shall be limited to the minimum period necessary to prevent the creation of a prescriptive easement and shall occur at such time as to have a minimum effect on the parties hereto.

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

6. Effect of Covenant and Agreement. Any person who now or hereafter owns or acquires any right, title or interest in or to any Parcel of the Property shall be deemed (a) to have consented and agreed to every covenant, condition, restriction and easement contained herein; and (b) to have been granted and be subject to each of the applicable easements described in Paragraph 2 hereof, whether or not any reference to this Covenant and Agreement is contained in the instrument by which such person acquired an interest in the Property.

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

8. Enforcement. The terms of this Covenant and Agreement may be enforced by the City, its successors or assigns, and by any Owner, lessee, or tenant of any Parcel of the Property. Should the City or any Owner, lessee or tenant bring an action to enforce any of the terms of this Covenant and Agreement, the prevailing party shall be entitled to costs of suit including reasonable attorneys' fees.

9. Termination and Modification. Subject to the prior written approval of the Planning Director of the City of Riverside, this Covenant and Declaration, and any provision contained herein, may be terminated, modified or amended as to all of the Property or

any portion thereof, upon the written consent of all the Owners of the Property. No such termination, modification or amendment shall be effective until there shall have been executed, acknowledged and recorded in the Office of the Recorder of Riverside County, California, an appropriate instrument evidencing the same including the consent thereto by the City.

IN WITNESS WHEREOF Declarant has caused this Covenant and Agreement to be duly executed the day and year first above written.

DJA PARTNERSHIP, a California  
general partnership

By: Allie T. Mallad - G.P.  
ALLIE T. MALLAD, a general partner

By: ALLIE T. MALLAD 1990 LIVING TRUST  
dated July 26, 1990, a general partner

By: Allie T. Mallad  
Allie T. Mallad, Trustee

APPROVED AS TO CONTENT:

By: Richard E. Hartman  
Planning Department

APPROVED AS TO FORM:

[Signature]  
Chief Assistant City Attorney

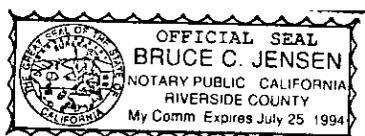
STATE OF CALIFORNIA)  
COUNTY OF Riverside ) ss.

On this 15 day of October, 1992, before me,  
\_\_\_\_\_, the undersigned Notary  
Public, personally appeared ALLIE T. MALLAD,

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person who executed this instrument on behalf of the partnership, and acknowledged to me that the partnership executed it.

WITNESS my hand and official seal.



Bruce C. Jensen  
Notary's Signature

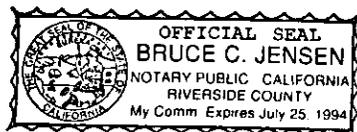
STATE OF CALIFORNIA)  
COUNTY OF Riverside ) ss.

On this 15 day of October, 1992, before me,  
\_\_\_\_\_, the undersigned Notary  
Public, personally appeared Allie T. Mallad, Trustee of the ALLIE T.  
MALLAD 1990 Living Trust Dated July 26, 1990,

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person who executed this instrument on behalf of the partnership, and acknowledged to me that the partnership executed it.

WITNESS my hand and official seal.



Bruce C. Jensen  
Notary's Signature

**PARCELA (Revised)**

That portion of the southeast quarter of Section 10, Township 3 South, Range 4 West, San Bernardino Meridian, as shown by United States Government Survey, described as follows:

Commencing at the southwest corner of said southeast quarter;

Thence North 89° 34' 08" East along the south line of said southeast quarter, a distance of 450.03 feet to an intersection with the southerly prolongation of the west line of that certain parcel of land conveyed to Edmund G. Acrey and Lillian E. Acrey by deed recorded May 19, 1987 as Instrument No. 140306 of Official Records of Riverside County, California;

Thence North 00° 00' 43" West along said southerly prolongation, a distance of 50.00 feet to the southwest corner of said parcel so conveyed for the TRUE POINT OF BEGINNING;

Thence North 00° 00' 43" West along the west line of said parcel, a distance of 280.45 feet to the northwest corner thereof;

Thence North 89° 43' 08" East along the north line of said parcel, a distance of 149.97 feet to the northeast corner thereof, said corner being in the west line of that certain parcel of land conveyed to Edmund G. Acrey and Lillian E. Acrey by deed recorded May 19, 1987 as Instrument No. 140303 of Official Records of Riverside County, California;

Thence North 00° 00' 43" West along said west line of said parcel conveyed as Instrument No. 140303, a distance of 29.55 feet to the northwest corner thereof;

Thence North 89° 34' 08" East along the north line of said parcel conveyed as Instrument No. 140303, a distance of 126.89 feet to a point therein;

Thence South 00° 35' 31" East, a distance of 309.39 feet;

Thence South 89° 24' 29" West, a distance of 213.49 feet to a point in the south line of said parcel conveyed as Instrument No. 140306;

Thence South 89° 34' 08" West along said south line, a distance of 66.51 feet to the true point of beginning.

DESCRIPTION APPROVAL:

10/19/92  
*George P. Hutchinson*  
 SURVEYOR, CITY OF RIVERSIDE

**EXHIBIT A**

PARCEL B (Revised)

That portion of the southeast quarter of Section 10, Township 3 South, Range 4 West, San Bernardino Meridian, as shown by United States Government Survey, described as follows:

Commencing at the southwest corner of said southeast quarter;

Thence North  $89^{\circ} 34' 08''$  East along the south line of the said southeast quarter, a distance of 450.03 feet to an intersection with the southerly prolongation of the west line of that certain parcel of land conveyed to Edmund G. Acrey and Lillian E. Acrey by deed recorded May 19, 1987 as Instrument No. 140306 of Official Records of Riverside County, California;

Thence North  $00^{\circ} 00' 43''$  West along said southerly prolongation and along said west line, a distance of 330.45 feet to the northwest corner thereof;

Thence North  $89^{\circ} 43' 08''$  East along the north line of said parcel, a distance of 149.97 feet to the northeast corner thereof, said corner being in the west line of that certain parcel of land conveyed to Edmund G. Acrey and Lillian E. Acrey by deed recorded May 19, 1987 as Instrument No. 140303 of Official Records of Riverside County, California;

Thence North  $00^{\circ} 00' 43''$  West along said west line of said parcel conveyed as Instrument No. 140303, a distance of 29.55 feet to the northwest corner thereof;

Thence North  $89^{\circ} 34' 08''$  East along the north line of said parcel conveyed as Instrument No. 140303, a distance of 126.89 feet to a point therein for the TRUE POINT OF BEGINNING;

Thence South  $00^{\circ} 35' 31''$  East, a distance of 309.39 feet;

Thence North  $89^{\circ} 24' 29''$  East, a distance of 282.10 feet to a point in the easterly line of said parcel conveyed as Instrument No. 140303;

Thence North  $19^{\circ} 56' 07''$  West along said easterly line, a distance of 327.39 feet to the northeast corner thereof;

Thence South  $89^{\circ} 34' 08''$  West along the north line of said parcel, a distance of 173.66 feet to the true point of beginning.

DESCRIPTION APPROVAL:

George P. Hitchman <sup>10, 14, 92</sup>  
SURVEYOR, CITY OF RIVERSIDE

PARCEL C

396051  
210203

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 10; THENCE NORTH 0° 10' WEST ON THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 967.99 FEET, TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL CONVEYED TO ISABEL BUSH BY DEED RECORDED MARCH 9, 1948 AS INSTRUMENT NO. 1443 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 89° 23' EAST, ON THE SOUTHERLY LINE OF THAT PARCEL CONVEYED TO ISABEL BUSH, A DISTANCE OF 680.85 FEET, TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD; THENCE SOUTH 20° 07' EAST ON THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD, A DISTANCE OF 645.33 FEET, TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL CONVEYED TO SAMUEL A. JOEL AND RUBY F. JOEL, HIS WIFE, BY DEED RECORDED AUGUST 4, 1947 AS INSTRUMENT NO. 325 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE SOUTH 89° 23' WEST ON THE NORTH LINE OF THE PARCEL CONVEYED TO SAMUEL W. JOEL AND WIFE, A DISTANCE OF 300.66 FEET, TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 0° 10' EAST, ON THE WEST LINE OF SAID PARCEL, A DISTANCE OF 360.00 FEET, TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 10; THENCE SOUTH 89° 23' WEST ON SAID SOUTH LINE, A DISTANCE OF 600.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE SOUTHERLY 330.00 FEET THEREOF.

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD WITH THE SOUTHERLY LINE OF THAT CERTAIN PARCEL CONVEYED TO ISABEL BUSH BY DEED RECORDED MARCH 9, 1948 AS INSTRUMENT NO. 1443 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE SOUTH 20° 07' EAST, ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD, A DISTANCE OF 523.19 FEET; THENCE SOUTH 89° 23' WEST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 10, A DISTANCE OF 292.94 FEET; THENCE NORTH 0° 10' WEST, PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 10, A DISTANCE OF 118.00 FEET; THENCE NORTH 89° 23' EAST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 10, A DISTANCE OF 10.00 FEET;

THENCE NORTH 0° 10' WEST, PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 10, A DISTANCE OF 375.25 FEET, TO THE SOUTH LINE OF SAID PARCEL CONVEYED TO ISABEL BUSH; THENCE NORTH 89° 23' EAST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 10; THENCE NORTH 0° 10' WEST, ON THE WEST LINE OF SAID SOUTHEAST QUARTER, 330 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 0° 10' WEST, ON SAID WEST LINE 637.99 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL CONVEYED TO ISABEL BUSH BY DEED RECORDED MARCH 9, 1948 AS INSTRUMENT NO. 1443 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 89° 23' EAST, ON THE SOUTHERLY LINE OF SAID BUSH PROPERTY, 575.85 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL CONVEYED AS PARCEL 2 TO ELMER O. OLUFSON, ET UX, BY DEED RECORDED FEBRUARY 7, 1966 AS INSTRUMENT NO. 13905 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE SOUTH 0° 10' EAST, 375.25 FEET TO THE SOUTHWEST CORNER OF THE LAND CONVEYED TO OLUFSON AS PARCEL 3 IN DEED ABOVE MENTIONED; THENCE SOUTH 89° 23' EAST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER 10 FEET TO THE NORTHWEST CORNER OF THE LAND CONVEYED TO OLUFSON AS PARCEL 4 IN DEED ABOVE MENTIONED; THENCE SOUTH 0° 10' EAST AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER ALONG THE WESTERLY LINE OF SAID PARCEL 4 AND ITS SOUTHERLY EXTENSION OF THE NORTH LINE OF THE SOUTHERLY 330 FEET OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89° 23' WEST, ALONG SAID NORTH LINE OF SAID SOUTHERLY 330 FEET, 565 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

DESCRIPTION APPROVAL:

10, 19, 92  
George P. Hutchinson  
SURVEYOR, CITY OF RIVERSIDE

PARCEL C

210203

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 10;  
 THENCE NORTH 0° 10' WEST ON THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 967.99 FEET, TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL CONVEYED TO ISABEL BUSH BY DEED RECORDED MARCH 9, 1948 AS INSTRUMENT NO. 1443 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;  
 THENCE NORTH 89° 23' EAST, ON THE SOUTHERLY LINE OF THAT PARCEL CONVEYED TO ISABEL BUSH, A DISTANCE OF 680.85 FEET, TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD;  
 THENCE SOUTH 20° 07' EAST ON THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD, A DISTANCE OF 645.33 FEET, TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL CONVEYED TO SAMUEL A. JOEL AND RUBY F. JOEL, HIS WIFE, BY DEED RECORDED AUGUST 4, 1947 AS INSTRUMENT NO. 325 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;  
 THENCE SOUTH 89° 23' WEST ON THE NORTH LINE OF THE PARCEL CONVEYED TO SAMUEL W. JOEL AND WIFE, A DISTANCE OF 300.66 FEET, TO THE NORTHWEST CORNER THEREOF;  
 THENCE SOUTH 0° 10' EAST, ON THE WEST LINE OF SAID PARCEL, A DISTANCE OF 360.00 FEET, TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 10;  
 THENCE SOUTH 89° 23' WEST ON SAID SOUTH LINE, A DISTANCE OF 600.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE SOUTHERLY 330.00 FEET THEREOF.

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD WITH THE SOUTHERLY LINE OF THAT CERTAIN PARCEL CONVEYED TO ISABEL BUSH BY DEED RECORDED MARCH 9, 1948 AS INSTRUMENT NO. 1443 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;  
 THENCE SOUTH 20° 07' EAST, ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD, A DISTANCE OF 523.19 FEET;  
 THENCE SOUTH 89° 23' WEST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 10, A DISTANCE OF 292.94 FEET;  
 THENCE NORTH 0° 10' WEST, PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 10, A DISTANCE OF 118.00 FEET;  
 THENCE NORTH 89° 23' EAST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 10, A DISTANCE OF 10.00 FEET;

THENCE NORTH 0° 10' WEST, PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 10, A DISTANCE OF 375.25 FEET, TO THE SOUTH LINE OF SAID PARCEL CONVEYED TO ISABEL BUSH;  
 THENCE NORTH 89° 23' EAST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 10;  
 THENCE NORTH 0° 10' WEST, ON THE WEST LINE OF SAID SOUTHEAST QUARTER, 330 FEET TO THE TRUE POINT OF BEGINNING;  
 THENCE CONTINUING NORTH 0° 10' WEST, ON SAID WEST LINE 637.99 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL CONVEYED TO ISABEL BUSH BY DEED RECORDED MARCH 9, 1948 AS INSTRUMENT NO. 1443 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;  
 THENCE NORTH 89° 23' EAST, ON THE SOUTHERLY LINE OF SAID BUSH PROPERTY, 575.85 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL CONVEYED AS PARCEL 2 TO ELMER O. OLUFSON, ET UX, BY DEED RECORDED FEBRUARY 7, 1966 AS INSTRUMENT NO. 13905 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;  
 THENCE SOUTH 0° 10' EAST, 375.25 FEET TO THE SOUTHWEST CORNER OF THE LAND CONVEYED TO OLUFSON AS PARCEL 3 IN DEED ABOVE MENTIONED;  
 THENCE SOUTH 89° 23' EAST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER 10 FEET TO THE NORTHWEST CORNER OF THE LAND CONVEYED TO OLUFSON AS PARCEL 4 IN DEED ABOVE MENTIONED;  
 THENCE SOUTH 0° 10' EAST AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER ALONG THE WESTERLY LINE OF SAID PARCEL 4 AND ITS SOUTHERLY EXTENSION OF THE NORTH LINE OF THE SOUTHERLY 330 FEET OF SAID SOUTHEAST QUARTER;  
 THENCE SOUTH 89° 23' WEST, ALONG SAID NORTH LINE OF SAID SOUTHERLY 330 FEET, 565 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

DESCRIPTION APPROVAL: 10, 19, 92

George P. Hutchinson  
 SURVEYOR, CITY OF RIVERSIDE