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169984

WHEN RECORDED MAIL TO:

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

Project: Parcel Map Waiver PW-005-934
Riverside, California

RECEIVED FOR RECORD
AT 2:00 O'CLOCK

APR 25 1994

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$
71

COVENANT AND AGREEMENT FOR
RECIPROCAL ACCESS

ME
7/1/22

THIS COVENANT AND AGREEMENT is made and entered into this 18th
day of APRIL, 1994, by SPECTRUM ASSOCIATES NO. I, a
California general partnership ("Declarant") with reference to the
following facts:

A. Declarant is the fee owner of the real property
("the Property") situated in the City of Riverside, County
of Riverside, State of California, consisting of two
parcels as described in Exhibit A, attached hereto and
incorporated herein by this reference. The parcels of the
Property are hereby known as "Parcel 1" and "Parcel 2",
respectively. The Property is situated at the northwest
corner of Alessandro Boulevard and Sycamore Canyon
Boulevard and within the boundaries of the Sycamore Canyon
Business Park Specific Plan.

B. In Parcel Map Waiver Case PW-005-923, Declarant
filed an application with the City of Riverside ("City") to
adjust the parcel lines between two parcels to facilitate
construction of service station facilities on Parcel 2 of
the Property. Parcel 1 consists of approximately 8.14
acres and Parcel 2 consists of approximately 1.19 acres.

C. The Sycamore Canyon Business Park Specific Plan
requires a minimum two-acre lot size for parcels with
frontage on Sycamore Canyon Boulevard. In granting a
variance from this requirement in Parcel Map Waiver Case
PW-005-923, the City found that there were exceptional
circumstances because the proposed service station parcel
will share access with the adjoining 8.14 acre parcel
(Parcel 1) and is not proposed for, nor will it appear as,
independent development, but, to the contrary the proposed
service station will appear and function as part of a
larger center.

D. As a condition to the granting of the lot line adjustment in Parcel Map Waiver Case PW-005-934 and in support of the variance findings made in that case, the City is requiring, prior to finalization of the parcel map waiver, the recording of a reciprocal access agreement to the satisfaction of the Planning and Legal Departments.

NOW, THEREFORE, Declarant hereby declares that the Property is and shall hereafter 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 to comply with certain conditions imposed by the City for the granting of variances in Parcel Map Waiver Case PW-005-934. All of the covenants, conditions, limitations, reservations, 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 thereof, and shall be binding and insure to the benefit of each successor and assignee in interest to each such party.

1. The Property and each parcel thereof shall be developed as a project consistent with architectural and landscape themes as approved by the Design Review Board of City.

2. Declarant hereby establishes, grants and reserves a nonexclusive easement for pedestrian and vehicular ingress and egress for the use and benefit of and as an easement appurtenant to Parcel 2 and for the owners and occupants of said Parcel 2 and their respective officers, directors, employees, agents, contractors, customers, visitors, invitees, licensees, subtenants and concessionaires, over and across those portions of Parcel 1 as may be established from time to time for pedestrian walkway or driveway purposes in accordance with plans therefor as may be approved by the City.

3. Declarant as a condition to the conveyance of Parcel 2 shall require the purchaser of said Parcel 2 to grant a driveway access easement to Declarant for the use and benefit of and as an easement appurtenant to Parcel 1, which grant of easement shall be in substantially the form entitled "Driveway Access Easement, Construction and Maintenance Agreement" attached hereto as Exhibit B.

4. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property 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 easement areas, or any portion thereof (other than any use expressly allowed by a recorded map, or written agreement, deed or dedication) is solely by permission, and subject to the control of the owners of the parcel.

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

6. Any person who now or hereafter owns or acquires any right, title or interest in or to either 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 hereinabove 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.

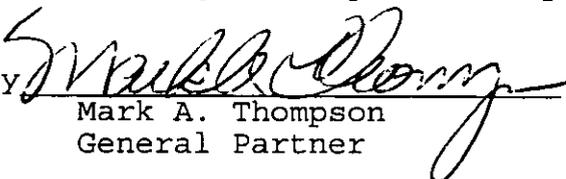
7. All of the provisions contained herein are made for the direct, mutual and reciprocal benefit of both parcels of the Property and create mutual, equitable servitudes upon each parcel as the servient tenement in favor of the other parcel as the dominant tenement and create reciprocal rights and obligations among the respective owners of both 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. 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 either 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. Subject to the prior written approval of the Planning Director of the City of Riverside, this Covenant and Agreement, 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.

SPECTRUM ASSOCIATES NO. I, a
California general partnership

By 
Mark A. Thompson
General Partner

APPROVED AS TO CONTENT:


Planning Department

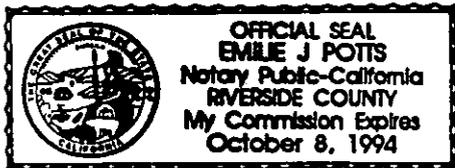
APPROVED AS TO FORM:


Assistant City Attorney

State of California)
County of RIVERSIDE)^{SS}

On APRIL 18, 1994, before me, the undersigned, a notary public in and for said State personally appeared _____
MARK A. THOMPSON _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Emile J. Potts
Signature

CAPACITY CLAIMED BY SIGNER

- () Attorney-in-fact
- () Corporate Officer(s)
Title _____ Title _____
- () Guardian /Conservator
- () Individual(s)
- () Partner(s)
() General () Limited
- () Trustee(s)
- () Other _____

The party(ies) executing this document is/are representing:

Parcel 1:

Parcels 1 and 2 of Parcel Map No. 24536, as shown by map on file in Book 162 of Parcel Maps at pages 91 through 98 inclusive thereof, Records of Riverside County, California.

EXCEPTING THEREFROM that portion of said Parcel 1, described as follows:

Commencing at the southwest corner of said Parcel 1;

Thence North $89^{\circ} 20' 39''$ East along the south line of said Parcel 1, a distance of 281.22 feet to an angle point therein;

Thence North $87^{\circ} 51' 17''$ East along said south line, a distance of 66.07 feet for the TRUE POINT OF BEGINNING;

Thence continuing North $87^{\circ} 51' 17''$ East along said south line, a distance of 155.05 feet to an angle point therein;

Thence North $43^{\circ} 35' 29''$ East along the southeasterly line of said Parcel 1, a distance of 97.72 feet to an angle point therein;

Thence North $00^{\circ} 40' 23''$ West along the east line of said Parcel 1, a distance of 174.00 feet to a point therein;

Thence South $88^{\circ} 18' 31''$ West, a distance of 112.17 feet;

Thence South $87^{\circ} 51' 17''$ West, a distance of 96.83 feet;

Thence South $42^{\circ} 51' 17''$ West, a distance of 22.51 feet;

Thence South $00^{\circ} 59' 13''$ East, a distance of 227.16 feet to the true point of beginning.

ALSO EXCEPTING THEREFROM that portion of said Parcel 1, described as follows:

Beginning at the southwest corner of said Parcel 1;

DESC/92-14/HM

Thence North $90^{\circ} 20' 39''$ East along the south line of Parcel 1, a distance of 281.22 feet to an angle point in Parcel 21 of said Parcel Map No. 24536;

Thence South $89^{\circ} 24' 29''$ West, a distance of 202.45 feet;

Thence South $89^{\circ} 19' 37''$ West, a distance of 78.78 feet to a point in the west line of said Parcel 1;

Thence South $00^{\circ} 07' 45''$ East along said west line, a distance of 0.20 feet to the point of beginning.

Containing 8.15 acres, more or less.

Parcel 2:

That portion of Parcel 1 of Parcel Map No. 24536, as shown by map on file in Book 162 of Parcel Maps at pages 91 through 98 inclusive thereof, Records of Riverside County, California, described as follows:

Commencing at the southwest corner of said Parcel 1;

Thence North $89^{\circ} 20' 39''$ East along the south line of said Parcel 1, a distance of 281.22 feet to an angle point therein;

Thence North $87^{\circ} 51' 17''$ East along said south line, a distance of 66.07 feet for the TRUE POINT OF BEGINNING;

Thence continuing North $87^{\circ} 51' 17''$ East along said south line, a distance of 155.05 feet to an angle point therein;

Thence North $43^{\circ} 35' 29''$ East along the southeasterly line of said Parcel 1, a distance of 97.72 feet to an angle point therein;

Thence North $00^{\circ} 40' 23''$ West along the east line of said Parcel 1, a distance of 174.00 feet to a point therein;

Thence South $88^{\circ} 18' 31''$ West, a distance of 112.17 feet;

Thence South $87^{\circ} 51' 17''$ West, a distance of 96.83 feet;

Thence South $42^{\circ} 51' 17''$ West, a distance of 22.51 feet;

Thence Sou. \bullet $59^{\circ} 13'$ East, a distance of 227. \bullet feet to the true point of beginning.

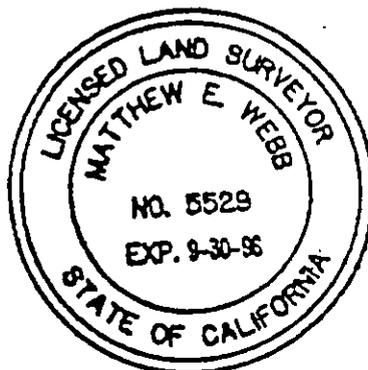
Containing 51,924.49 square feet, more or less.

PREPARED UNDER MY SUPERVISION:

Matthew E. Webb
Matthew E. Webb, L.S. 5529

2/9/94
Date

Prepared by: [Signature]
Checked by: [Signature]



DESCRIPTION APPROVAL 4/19/94
Walter R. Joyce by _____
SURVEYOR, CITY OF RIVERSIDE

for

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Spectrum Associates No. 1
c/o Inland Pacific Advisors
5225 Canyon Crest Drive, Building 300, Suite 360
Riverside, California 92507
Attention: Arline C. Allman

DRIVEWAY ACCESS EASEMENT,
CONSTRUCTION AND MAINTENANCE AGREEMENT

THIS DRIVEWAY ACCESS EASEMENT, CONSTRUCTION AND MAINTENANCE AGREEMENT ("Agreement") is made and declared this _____ day of March, 1994, by and between Spectrum Associates No. I, a California general partnership ("Spectrum"), and Chevron U.S.A., Inc., a Pennsylvania Corporation ("Chevron"), as "Declarants".

RECITALS

A. SPECTRUM is the owner of a parcel of real property located in Riverside County, California, and referenced to herein as "Parcel 1", which Parcel is legally described in Exhibit "A" attached to this Agreement. Parcel 1 may be referred to hereinafter as the "Spectrum Property".

B. CHEVRON is the owner of a parcel of real property adjoining the Spectrum Property and located in Riverside County, California, and referred to herein as "Parcel 2", which Parcel is legally described in Exhibit "B" attached to this Agreement. Parcel 2 may be referred to hereinafter as the "Chevron Property".

C. Declarants desire to declare certain easements and related rights and obligations binding and benefitting their respective properties.

DECLARATION

1. DEFINITIONS.

1.1 "Easement Property" shall mean the real property located on the Chevron Property and legally described as Area 1 and Area 2 in Exhibit "C" attached hereto.

1.2 "Entire Property" shall mean the Spectrum Property and the Chevron Property.

1.3 "Occupant" shall mean any person from time to time entitled to the use and occupancy of any portion of the Parcels as owner thereof, or under any lease, license or concession agreement, or other similar agreement.

1.4 "Party" shall mean Declarants, their grantees, successors and assigns who become owners of any Parcel. At such time as any Person becomes an owner of any Parcel, he/she shall be deemed to be a Party to this agreement and shall be conclusively presumed to have taken subject to, and assumed all of the obligations and burdens set forth in this Agreement with respect to such Parcel and to have automatically granted and conveyed all easements described in this Agreement with respect to such Parcel to all other Parties, their successors and assigns, immediately upon such Party's acceptance of delivery of a deed granting and conveying any portion of the Entire Property to such Party. The presumption that all Parties have granted and conveyed all reciprocal easements and appurtenances and taken subject to and assumed all of the obligations and burdens created by this Agreement or by any subsequent recorded documents more particularly describing any such easements and appurtenances shall be as conclusive as if such Party has subscribed this Agreement and any amendments to it, and executed written easement agreements granting all easements created by this Agreement, immediately upon such Party's receipt of a deed conveying any portion of an interest in this Entire Property to such Party.

1.5 "Parcel" shall mean Parcel 1 or Parcel 2.

1.6 "Permittee" shall mean all Parties and Occupants and their respective officers, directors, employees, agents, contractors, customers, visitors, invitees, licensees, subtenants, and concessionaires.

1.7 "Person" shall mean all individuals, partnerships, firms, associations, corporations, trusts, or any other form of business or government entity.

1.8 "Site Plan" shall mean that certain drawing attached hereto as Exhibit "D", upon which Area 1 and Area 2 are delineated.

2. INGRESS AND EGRESS.

2.1 Grant of Easement.

Chevron hereby grants and conveys to Spectrum, its successors and assigns, for its use and for the use of its Permittees, in common with others entitled to use the same, a non-exclusive easement appurtenant to the Spectrum Property, for the ingress and egress of vehicles and for the passage and accommodation of pedestrians over and across such portions of the

Easement Property as may from time to time be constructed and maintained for such uses. No fence or other barrier which would in any way prevent or obstruct the passage of pedestrian or vehicular travel for the purposes herein permitted shall be erected or permitted within or across the Easement Property, nor shall any fence or other barrier be erected or permitted which would unreasonably restrict visibility of any Party's improvements from public streets or thoroughfares adjoining the Entire Property; provided, however, the foregoing provision shall not prohibit barricades erected and reasonably necessary in connection with the construction, reconstruction, repair, or maintenance of improvements (all such work to be conducted in the most expeditious manner reasonably possible to minimize the interference with the Easement Property, and such work shall be diligently prosecuted to completion).

2.2 No Charge for Use.

No Permittee shall be charged for the right to use the Easement Property.

2.3 Construction and Maintenance of Improvements.

(a) Improvements on the Easement Property will be included in the work to be constructed by the Parcel 2 owner under its initial building permit, which Parcel 2 owner shall thereafter cause the Easement Property to be maintained and kept in good condition and state of repair, and in compliance with all laws, rules, regulations, orders and ordinances of the governing Governmental Agencies.

(b) Notwithstanding paragraph (a) above, in the event the Parcel 1 owner first desires to develop its Parcel and wishes to pave either or both of Area 1 and Area 2 of the Easement Property for access to its Parcel, the Parcel 1 owner must construct such improvements to such designated portions of the Easement Property at its sole cost and expense. In such event the Parcel 1 owner shall submit plans and specifications for such improvements to the Parcel 2 owner for approval prior to construction, which approval shall not be unreasonably withheld, and shall indemnify the Parcel 2 owner from any and all costs, expenses, liabilities, liens, and damages arising out of, or resulting from, the Parcel 1 owner's actions or those of its employees, agents, or subcontractors, in connection with entry upon the Parcel 2 property and construction of the improvements.

Further, in such event the Parcel 1 owner shall be obligated to maintain the improved portions of the Easement Property until such time as a building permit has been issued for construction on the Parcel 2 property by the City of Riverside, at which time maintenance of the Easement Property shall become the obligation of the Parcel 2 owner.

(c) The costs and expenses of the maintenance and repair set forth in this Section 2.3 shall be the responsibility of the Parcel owner responsible for such maintenance under Section 2.3(a) or 2.3(b) (the "Maintaining Party") except for the costs actually incurred by the Maintaining Party for capital repairs; including, without limitation, repaving, resurfacing, restriping and repairing of potholes ("Capital Repair Costs"), which shall be shared by any party who has obtained a building permit for construction of improvements on Parcel 1 or Parcel 2.

The Parcel 2 owner will be responsible for all Capital Repair Costs from the date a building permit is issued for construction of improvements on its Parcel, until such time as building permits may be issued for land within Parcel 1. The entire Parcel 1 property shall be apportioned 50% of the Capital Repair Costs, and each party obtaining a building permit within Parcel 1 shall be responsible for its pro rata portion of 50% of the Capital Repair Costs, based upon the square footage of its parcel as the numerator and 354,502.58 square feet as the denominator. No portion of Parcel 1 shall be responsible for Capital Repair Costs until a building permit is obtained for that portion; it being the intent of this provision that the parties participate in Capital Repair Costs to the extent that they may contribute to the wear and tear on the Easement Area.

3. EMINENT DOMAIN.

In the event any part of the Easement Property shall be taken by eminent domain, or conveyed by deed in lieu of condemnation, or taken by, or conveyed under threat of any other similar exercise of governmental authority, the entire award for value of the land and improvements so taken shall belong to the Party owning the property so taken, or to any mortgagee or tenant of such Party, as their respective interests may appear, and no other Party, mortgagee, or Occupant in the Entire Property shall claim any portion of such award by virtue of any interest created by this Agreement.

4. DEFAULT.

4.1 Events of Default.

(a) If any Party or Occupant fails to comply with any provision herein ("Defaulting Party"), then the other Party ("Non-Defaulting Party") at its option and with two (2) business days prior written notice, may enter upon any portion of the Defaulting Party's Property or space to the extent reasonably necessary to effect such compliance.

(b) The foregoing right to cure shall not apply if (i) within the notice period, the Defaulting Party cures the default, or (ii) the default (other than mere payment of money) cannot reasonably be cured within the notice period and at all reasonable times thereafter diligently pursues such cure to completion.

(c) The applicable notice period shall not be required if, using reasonable judgment, the Non-Defaulting Party deems that an emergency exists which requires immediate cure. In the event of such an emergency, the Non-Defaulting Party shall give whatever notice is reasonable, if any, under the existing circumstances to the Defaulting Party.

4.2 Attorneys' Fees.

In the event any Party shall institute any action or proceeding against another Party relating to the provisions of this Agreement, or any violation or default thereunder or to collect any amounts owing hereunder, then, and in such event the unsuccessful litigant in such action or proceeding agrees to reimburse the successful litigant therein for the reasonable expenses of attorneys' fees, expert witness fees and disbursements incurred therein by the successful litigant, including such cost and expenses incurred in connection with any such action or proceeding and any appeals therefrom. The litigant receiving the more significant relief shall be deemed the successful litigant.

5. ADDITIONAL SUBDIVISIONS.

If any Parcel is further subdivided, then concurrently with such subdivision, the owners of such Parcel shall record a supplemental declaration to the Agreement setting forth the respective obligations of such owners under this Agreement as to such Parcel.

6. MISCELLANEOUS.

6.1 Mortgages Subordinate.

Any mortgage affecting any portion of the Entire Property shall, at all times, be subject and subordinate to the terms of this Agreement, and any Person foreclosing any such mortgage or acquiring title by reason of a deed in lieu of foreclosure shall acquire title to the premises or interests affected thereby subject to all of the terms of this Agreement.

6.2 Notices.

All notices, demands, statements, and requests required or permitted to be given under this Agreement must be in writing and shall be deemed to have properly given or served in any event upon actual receipt or delivery to the addresses below, or whether received or not, three (3) days following depositing the same in the U.S. Mails, addressed to a Party, first class postage prepaid and registered or certified mail, return receipt requested, at the address set forth below or at such other address as may be designated in accordance herewith. At such time as a Party may transfer its Property, or portion thereof, so as to create a new Party, the transferor or transferee shall send notice to the other Party of the name and address to which notice to that new Party, when such is required herein, shall be sent. Until such time as a Party sends such notice, the transferor Party shall be deemed to be the agent for such new Party for the purposes of service of notices.

To Spectrum: Spectrum Associates No. I
c/o Inland Pacific Advisors
5225 Canyon Crest Drive
Building 300, Suite 360
Riverside, California 92507
Attn.: Arline C. Allman

To Chevron: Chevron U.S.A., Inc.
1300 Beach Boulevard
La Habra, California 90631
Attn.: Don Nelson

Any Party shall have the right from time to time, and at any time, upon at least twenty (20) days prior written notice thereof, in accordance with provisions thereof, to change its respective address and to specify any other address within the United States of America; provided, however, notwithstanding anything herein contained to the contrary, in order for the notice of address change to be effective, it must actually be received.

6.3 Binding Effect.

This agreement, all easements granted hereby and all covenants, conditions, restrictions, and other provisions hereof shall run with, and be appurtenant to the land affected, and all such terms shall inure to the benefit of, and be binding upon, the undersigned Parties and their respective successors and assigns who become owners of any portion of the Entire Property.

6.4 Singular and Plural.

Whenever required by the context of the Agreement, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa.

6.5 Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

6.6 Not a Public Dedication.

Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Entire Property or of any portion thereof to the general public, or for the general public or for any public use or purpose whatsoever; it being the intention and understanding of the Parties hereto that this Agreement shall be strictly limited to and for the purposes herein expressed solely for the benefit of the Parties and Occupants.

6.7 Excusable Delays.

Whenever performance is required of any Party hereunder, that Party shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance (other than the payment of money) shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, or damage to work in progress by reason of fire or other casualty, or causes beyond the reasonable control of a Party, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused. Except as provided above, time is of the essence in this Agreement and each and every provision hereof.

6.8 Severability.

Invalidation of any of the provisions contained in the Agreement, or of the application thereof, to any Person by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other Person, and the same shall remain in full force and effect.

6.9 Entire Agreement.

This written Agreement, and the exhibits hereto, contain all the representations, and the entire agreement between

the Parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda, or agreements are replaced in total by this Agreement and exhibits hereto.

6.10 Captions.

The captions preceding the text of each paragraph and subparagraph hereof are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement.

6.11 Agreement Continues Notwithstanding Breach.

It is expressly agreed that no breach of this Agreement shall entitle any Party to cancel, rescind, or otherwise terminate this Agreement. However, such limitations shall not affect, in any manner, any other rights or remedies which such Party may have hereunder by reason of any such breach.

6.12 Governing Law.

This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

6.13 Termination of Amendment.

This Agreement may only be amended or terminated by written agreement duly executed by the Parties.

6.14 Waivers.

No delay or omission by a Party in exercising any right or power accruing upon any default, non-compliance, or failure of performance of any of the provisions of the Agreement shall constitute or give rise to a waiver of such event or any such subsequent or similar event. No express waiver of any default shall affect any other default, or pertain to any other period of time, except as specified in such express waiver. The consent or approval by any Party shall not be deemed to waive or render unnecessary the consent or approval to any subsequent or similar acts or requests.

6.15 Term.

The terms, covenants, provisions, and conditions of this Agreement shall be effective as of the date first written above and shall continue in perpetuity except to the extent modified, amended, or terminated in accordance with the provisions hereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective the date first stated above.

SPECTRUM ASSOCIATES NO. I, a
California general partnership

By: _____
Mark A. Thompson,
General Partner

CHEVRON U.S.A., INC, a
Pennsylvania Corporation

By: _____
Its: _____

EXHIBIT "A"

Parcel 1:

Parcels 1 and 2 of Parcel Map No. 24536, as shown by map on file in Book 162 of Parcel Maps at pages 91 through 98 inclusive thereof, Records of Riverside County, California.

EXCEPTING THEREFROM that portion of said Parcel 1, described as follows:

Commencing at the southwest corner of said Parcel 1;

Thence North $89^{\circ} 20' 39''$ East along the south line of said Parcel 1, a distance of 281.22 feet to an angle point therein;

Thence North $87^{\circ} 51' 17''$ East along said south line, a distance of 66.07 feet for the TRUE POINT OF BEGINNING;

Thence continuing North $87^{\circ} 51' 17''$ East along said south line, a distance of 155.05 feet to an angle point therein;

Thence North $43^{\circ} 35' 29''$ East along the southeasterly line of said Parcel 1, a distance of 97.72 feet to an angle point therein;

Thence North $00^{\circ} 40' 23''$ West along the east line of said Parcel 1, a distance of 174.00 feet to a point therein;

Thence South $88^{\circ} 18' 31''$ West, a distance of 112.17 feet;

Thence South $87^{\circ} 51' 17''$ West, a distance of 96.83 feet;

Thence South $42^{\circ} 51' 17''$ West, a distance of 22.51 feet;

Thence South $00^{\circ} 59' 13''$ East, a distance of 227.16 feet to the true point of beginning.

ALSO EXCEPTING THEREFROM that portion of said Parcel 1, described as follows:

Beginning at the southwest corner of said Parcel 1;

Thence North $78^{\circ} 20' 39''$ East along the south line of Parcel 1, a distance of 281.22 feet to an angle point in Parcel 21 of said Parcel Map No. 24536;

Thence South $89^{\circ} 24' 29''$ West, a distance of 202.45 feet;

Thence South $89^{\circ} 19' 37''$ West, a distance of 78.78 feet to a point in the west line of said Parcel 1;

Thence South $00^{\circ} 07' 45''$ East along said west line, a distance of 0.20 feet to the point of beginning.

Containing 8.15 acres, more or less.

EXHIBIT "B"

Parcel 2:

That portion of Parcel 1 of Parcel Map No. 24536, as shown by map on file in Book 162 of Parcel Maps at pages 91 through 98 inclusive thereof, Records of Riverside County, California, described as follows:

Commencing at the southwest corner of said Parcel 1;

Thence North $89^{\circ} 20' 39''$ East along the south line of said Parcel 1, a distance of 281.22 feet to an angle point therein;

Thence North $87^{\circ} 51' 17''$ East along said south line, a distance of 66.07 feet for the TRUE POINT OF BEGINNING;

Thence continuing North $87^{\circ} 51' 17''$ East along said south line, a distance of 155.05 feet to an angle point therein;

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Thence South $87^{\circ} 51' 17''$ West, a distance of 96.83 feet;

Thence South $42^{\circ} 51' 17''$ West, a distance of 22.51 feet;

Thence South $00^{\circ} 59' 13''$ East, a distance of 227.16 feet to the true point of beginning.

Containing 51,924.49 square feet, more or less.

EXHIBIT C

AREA 1

That portion of Parcel 1 of Parcel Map No. 24536, as shown by map on file in Book 162 of Parcel Maps at pages 91 through 98 inclusive thereof, Records of Riverside County, California, described as follows:

Commencing at the southwest corner of said Parcel 1;

Thence North $89^{\circ} 20' 39''$ East along the south line of said Parcel 1, a distance of 281.22 feet to an angle point therein;

Thence North $87^{\circ} 51' 17''$ East along said south line, a distance of 66.83 feet for the TRUE POINT OF BEGINNING;

Thence continuing North $87^{\circ} 51' 17''$ East along said south line, a distance of 55.28 feet to a point therein, said point being in a non-tangent curve, concave to the northeast, having a radius of 30.00 feet, the radial line at said point bears South $46^{\circ} 02' 40''$ West;

Thence northwest along said curve, to the right, through a central angle of $42^{\circ} 58' 07''$, an arc distance of 22.50 feet to the end thereof;

Thence North $00^{\circ} 59' 13''$ West, a distance of 47.42 feet to the beginning of a tangent curve, concave to the southwest, having a radius of 25.00 feet;

Thence northwesterly along said curve, to the left, through a central angle of $90^{\circ} 00' 00''$, an arc distance of 39.27 feet to the end thereof;

Thence South $89^{\circ} 00' 47''$ West, a distance of 22.98 feet;

Thence South $00^{\circ} 59' 13''$ East, a distance of 25.00 feet to a point in a non-tangent curve, concave to the southwest, having a radius of 8.00 feet, the radial line at said point bears North $00^{\circ} 59' 13''$ West;

Thence southeasterly along said curve, to the right, through a central angle of $90^{\circ} 00' 00''$, an arc distance of 12.57 feet to the end thereof;

Thence South $00^{\circ} 59' 13''$ East, a distance of 41.44 feet to the beginning of a tangent curve, concave to the northwest, having a radius of 30.00 feet;

Thence southwesterly along said curve, to the right, through a central angle of $40^{\circ} 39' 31''$, an arc distance of 21.29 feet to the true point of beginning, the radial line at said point bears South $50^{\circ} 19' 42''$ East.

AREA 2

That portion of Parcel 1 of Parcel Map No. 24536, as shown by map on file in Book 162 of Parcel Maps at pages 91 through 98 inclusive thereof, Records of Riverside County, California, described as follows:

Commencing at the southwest corner of said Parcel 1;

EXHIBIT C

(OF EXHIBIT "B")

Thence North 89° 20' 39" East along the south line of said Parcel 1, a distance of 281.22 feet to an angle point therein;

Thence North 87° 51' 17" East along said south line, a distance of 221.12 feet to an angle point therein;

Thence North 43° 35' 29" East along the southeasterly line of said Parcel 1, a distance of 97.72 feet to an angle point therein;

Thence North 00° 40' 23" West along the east line of said parcel 1, a distance of 120.82 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 00° 40' 23" West along said east line, a distance of 47.68 feet to a point therein, said point being in a non-tangent curve, concave to the northwest, having a radius of 20.00 feet, the radial line at said point bears South 30° 40' 23" East;

Thence westerly along said curve, to the right, through a central angle of 28° 58' 54", an arc distance of 10.12 feet to the end thereof;

Thence South 88° 18' 31" West, a distance of 17.21 feet to the beginning of a tangent curve, concave to the northeast, having a radius of 8.00 feet;

Thence northwesterly along said curve, to the right, through a central angle of 90° 00' 00", an arc distance of 12.57 feet to the end thereof;

Thence South 88° 18' 31" West, a distance of 25.00 feet;

Thence South 01° 41' 29" East, a distance of 22.90 feet to the beginning of a tangent curve, concave to the northeast, having a radius of 25.00 feet;

Thence southeasterly along said curve, to the left, through a central angle of 90° 00' 00", an arc distance of 39.27 feet to the end thereof;

Thence North 88° 18' 31" East, a distance of 18.70 feet to the beginning of a tangent curve, concave to the southwest, having a radius of 25.00 feet;

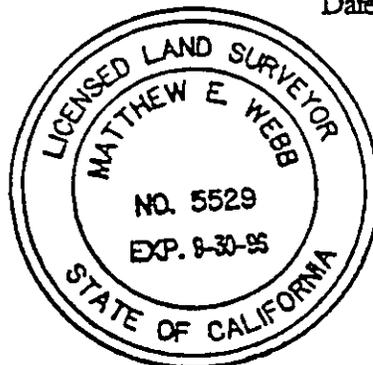
Thence southeasterly along said curve, to the right, through a central angle of 37° 53' 18", an arc distance of 16.53 feet to the true point of beginning, the radial line at said point bears North 36° 11' 49" East.

PREPARED UNDER MY SUPERVISION:

Matthew E. Webb
Matthew E. Webb, L.S. 5529

3/24/94
Date

Prepared by: [Signature]
Checked by: [Signature]



D/92-14/access ease

