

**Recording Requested By
First American Title Company**

WHEN RECORDED MAIL TO:

City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522
Attn: City Clerk

DOC # 2001-459396

09/21/2001 08:00A Fee:48.00

Page 1 of 15

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



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(This document is being recorded for the benefit of the City of Riverside and is therefore exempt from recording fees pursuant to Government Code Section 6103)

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER RECORDED INSTRUMENT.

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SUBORDINATION AGREEMENT

This subordination agreement (the "Agreement") is made this 17th day of August, 2001, by and between Cahan HEM Canyon Springs ("Property Owner"), a California limited liability company; and San Diego National Bank ("Beneficiary" and "Trustee"), a national banking association, with reference to the following facts:

RECITALS

A. Property Owner is the owner in fee of the real property ("Property") in the City of Riverside, County of Riverside, State of California, as legally described in Exhibit A, attached hereto.

B. Property Owner has executed a Covenant and Agreement ("Covenant") dated 'SEP 21 2001 2001, and recorded as Instrument No 459395 in the Official Records of Riverside County, California, in favor of the City of Riverside, California, a municipal corporation, in connection with the Property. A copy of the Covenant is attached hereto as Exhibit B.

C. Trustee is trustee and Beneficiary is the beneficiary under a deed of trust, securing obligations of Property Owner, dated June 6, 2001 and recorded as Instrument No. 269170 in the Official Records of Riverside County, California ("Deed of Trust").

D. The Covenant must be unconditionally and remain at all times a charge upon the Property, prior and superior to any liens or deed of trust recorded prior to the Covenant. It is to the mutual benefit of the parties hereto that the Covenant be prior to and superior to any liens or deed of trust recorded prior to the Covenant.

RECORDED

OCT 25 2001

PROPERTY SERVICES

First American Title Company has recorded this instrument by request as an accommodation only and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described herein.

1404-21

CIA 722

AGREEMENT

Now, in consideration of the mutual benefits mentioned in the foregoing recitals which are incorporated herein, and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

1. Subordination. Trustee and Beneficiary hereby agree that the Deed of Trust shall be and hereby is subordinated and made subject to the Covenant and, for all purposes, the estate created by the Covenant shall be superior to the liens and encumbrances created by the Deed of Trust with respect to the property and improvements described in the Covenant to the same extent and with the same effect as if the Covenant had been executed, delivered and recorded in the Official Records of Riverside County, California, prior to the execution, delivery and recordation of the Deed of Trust.
2. Authority. Trustee represents that it is the trustee, and Beneficiary represents that it is the valid owner and holder of the entire interest in and to the Deed of Trust, and that individuals executing this Agreement on their behalf represent and warrant that they have the legal power, right and actual authority to execute this Agreement.
3. Successors. This Agreement shall inure to the benefit of Property Owner and the City of Riverside, California, and their respective successors, heirs, assigns and participants, if any, and shall be binding upon the respective heirs, assigns and successors in interest of Beneficiary and Trustee.
4. Exhibits. All documents referenced in and attached to this Agreement as Exhibits are incorporated into and made a part of this Agreement.
5. Governing Law. This Agreement shall be interpreted, governed by, and construed under the laws of the State of California without regard to conflicts of laws rules thereof. Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided in this Agreement shall be tried in a court of proper jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.
6. Integration. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, and no party is relying on, any representation or warranty outside those expressly set forth in this Agreement.
7. Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated and signed by all parties.

[Signatures on following page]

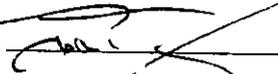


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NOTE: ALL SIGNATURES MUST BE DULY NOTARIZED:

Beneficiary: and Trustee:
SAN DIEGO NATIONAL BANK

By: 

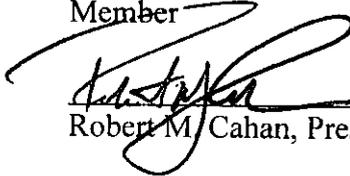
Name: John R. Terwilliger

Its: Vice President

Property Owner:

CAHAN HEM CANYON SPRINGS LLC
a California limited liability company

By: CAHAN PROPERTIES, INC.
a California corporation
Member


Robert M. Cahan, President

Trustee:

By: _____

Name: _____

Its: _____



STATE OF CALIFORNIA)
)ss.
COUNTY OF SAN DIEGO)

On August 16, 2001, before me, Robyne P. DeLatta, a Notary Public, personally appeared Robert M. Cahan, 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.

Signature Robyne P. DeLatta



(Seal)

State of California)
)ss.
County of San Diego)

On August 22, 2001, before me, SHARON S. LEVY, a Notary Public personally appeared JOHN R. TERWILLIGER, 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.

Sharon S. Levy
(Signature of Notary)



(Seal)



EXHIBIT "A"
Legal Description

Those portions of parcels 91 through 94 of Parcel Map 19617, as shown by map on file in Book 128, pages 90-103, of Parcel Maps, records of Riverside County and also being Parcel 5 as described in Certificate of Compliance recorded June 8, 2001 as Instrument No. 256226 of official records of Riverside County, State of California



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EXHIBIT "B"

WHEN RECORDED MAIL TO

City Clerk
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

Project DR-061-001
2852 Canyon Springs Parkway
Riverside, California 92507

FOR RECORDER'S OFFICE USE ONLY

COVENANT AND AGREEMENT
FOR ACCEPTANCE OF DRAINAGE WATERS
AND MAINTENANCE OF DRAINAGE FACILITIES

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 27th day of August, 2001, by and between Cahan HEM Canyon Springs LLC and Day Street Partners LP, (collectively the "Declarants"), with reference to the following facts

- A Cahan HEM Canyon Springs LLC ("Cahan") is the fee owner of the following described real property situated in the City of Riverside, County of Riverside, State of California, hereinafter referred to as "Parcel 5" as described in Exhibit "A" attached hereto and incorporated herein by this reference,
- B Day Street Partners LP ("Day") is the fee owner of the following described real property situated in the City of Riverside, County of Riverside, State of California, hereinafter referred to as "Parcels 1 and 4" as described in Exhibit "B" attached hereto and incorporated herein by this reference,
- C Parcels 1 and 4 are adjoining Parcel 5, with Parcel 5 lying easterly of Parcel 1 and northeasterly of Parcel 4 Both parcels are a part of a commercial development Parcel 5 bears the street address of 2852 Canyon Springs Parkway Parcels 1 and 4 have not been assigned a street address at this time
- D Cahan desires to improve and develop Parcel 5 by constructing a retail building and parking lot In connection with such development, Cahan has submitted to the City of Riverside ("City") certain grading plans for Best Buy Case No DR-061-001, which propose that the storm flow, irrigation and nuisance drainage water ("drainage waters") from Parcel 5 will flow onto Parcels 1 and 4 and that all parcels will be graded so as to establish drainage swales to channel the flow of the drainage waters on both parcels onto Canyon Springs Parkway
- E As a condition for the acceptance of Cahan's grading plans for Best Buy Case No DR-061-001 and the issuance of building and grading permits, City is requiring that an agreement be executed and



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recorded for cross-lot drainage to provide for the acceptance of drainage waters from Parcel 5 onto Parcels 1 and 4 and to provide for the construction and maintenance of the drainage swales on both parcels and to adopt and establish covenants, conditions, restrictions and easements upon and with respect to the Property for such purpose, all of which are in the furtherance of a general plan for the subdivision and improvement of the Property, and for the purpose of enhancing, maintaining and protecting the value, desirability and attractiveness of the Property, and upon and subject to which all of the Property shall be held, improved and conveyed.

- F. Declarants desire to provide for the acceptance of drainage waters from Parcel 5 onto Parcels 1 and 4 and are willing to record this Covenant and Agreement for Acceptance of Drainage Waters ("Covenant") to put future owners and successor-in-interest on notice of such conditions and restrictions.

NOW, THEREFORE, for the purposes of complying with the conditions imposed by the City of Riverside in Zoning Case No. DR-061-001 for the issuance of building and grading permits, Declarants hereby covenant and agree with the City that the following restrictions shall apply to the Property:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated into this Covenant by reference.
2. Construction of Drainage Swales/Facilities. Cahan shall construct or cause to be constructed the drainage facilities/swales on Parcels 1, 4 and 5 in accordance with the grading plans for Best Buy Case No. DR-061-001 filed with and accepted by the Public Works Department of City. The Drainage Swales/Facilities shall be constructed prior to the sale or during development of any Parcel of the Property. Cahan shall construct or cause to be constructed the Drainage Swale/Facilities in a good and workmanlike manner. If the work done by Cahan's contractor varies from the grading plans and improvements accepted by the Public Works Department of City, then Day shall have the right and authority, at Day's option, to require that the objectionable work be repaired and replaced at the sole cost of Cahan or its contractor. Cahan, at its own cost, shall make good any defects in the construction. Should Cahan refuse or neglect to make good such defects within a reasonable time after receiving notice requesting such remedial work, then Day shall be entitled to make good such defective work at the expense of the Cahan. This commitment by Cahan is in addition to, and not in substitution for, any other remedies for defective work that Day may have at law or in equity.
3. Indemnity as to Liens. Cahan shall pay promptly, when due, all bills for labor and materials used in the construction of the Drainage Swales/Facilities. Cahan shall indemnify Day against, and save Day harmless from, any and all claims, liens, judgments, damages, costs (including court costs and actual attorney fees incurred by Day), and expenses suffered or incurred as a result of Cahan's failure to pay for labor or material used in connection with the construction of the Drainage Swales/Facilities contemplated under this Agreement.
4. Indemnity as to Liabilities. Cahan expressly agrees to protect, indemnify, and save Day harmless from any and all claims, suits, damages, and actions, costs and expenses, including legal fees, of any kind or description resulting from any act or omission of Cahan or of any of its contractors (or any of Cahan's agents, employees, or servants), without regard to the party or parties who may suffer, receive, or sustain any such damages and without regard to whether such damages are to property or to persons.



The acts against which Day is indemnified include, but are in no way limited to, improper grading or design, the use of improper or defective materials or tools, the failure to give suitable notices to all parties whose persons, estates, or premises may be in any way interested or affected by the performance of the work contemplated under this Agreement, the failure of Cahan to pay promptly when due all charges for material and labor, and the failure to provide adequate supervision.

5. Acceptance of Drainage Waters. Day, for itself and its successors and assigns, hereby agrees to accept and does accept onto Parcels 1 and 4 the drainage waters flowing from the adjacent Parcel 5.
6. Establishment of Private Cross-Lot Drainage Easements: Declarants hereby establish, grant and reserve nonexclusive easements at the locations and for the purposes set forth as follows:
 - (a) A nonexclusive easement for the flow of drainage waters in the Drainage Swales/Facilities over, along and across that portion of Parcel 1 as shown on the grading plan for the use and benefit of and as an easement appurtenant to Parcel 5.
 - (b) A nonexclusive easement for the flow of drainage waters in the Drainage Swales/Facilities over, along and across that portion of Parcel 4 as shown on the grading plan for the use and benefit of and as an easement appurtenant to Parcel 5
7. Noninterference with Cross-Lot Drainage Facilities/Swales. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken on Parcels 1, 4 or 5 which may damage, interfere with, obstruct, or retard the flow of drainage waters through the drainage facilities/swales constructed in accordance with the grading plans for Best Buy Case No. DR-061-001 filed with and accepted by the Public Works Department of City. No wall, fence or other structure shall be placed on or near the property lines of any Parcel of the Property which would block the natural drainage flow of surface water runoff and storm water as accepted in Paragraph 3 above except as otherwise shown on the grading plan.
8. Maintenance of Drainage Facilities/Swales. Declarants shall continuously maintain, repair and replace when necessary, any and all of the cross-lot drainage facilities/swales described above and keep such Drainage Swales/Facilities in good order and repair at all times; and this obligation for maintenance and repair shall be borne by the successors and assigns of Declarants as to each parcel for the cross-lot drainage facilities/swales located on the respective parcels. In the event of the sale of a parcel, the seller shall be relieved of its obligation hereunder for maintenance, repair and replacement of the cross-lot drainage facilities/swales from and after the date of the transfer.
9. Release. Declarants and each of them, for themselves and their respective successors and assigns, hereby release City, its officers and employees from any and all claims, demands, suits or other actions that they may now or in the future have arising out of or incurred as a result of the drainage waters flooding, flowing over, or remaining on the parcels, whether due to natural surface water and storm water runoff or to the construction or maintenance of the drainage facilities/swales described above and the diversion of water into such facilities/swales. Declarants and each of them, for themselves and their respective successors and assigns, waive any and all rights and benefits which they now have, or in the future may have, conferred upon them by virtue of the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:



A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR

In this connection, Declarants and each of them agree, represent and warrant that they are familiar with, have read, and understand Civil Code Section 1542, and Declarants realize and acknowledge that factual matters now unknown to them may have given, or may hereafter give rise to claims, which are presently unknown, unanticipated and unsuspected. Declarants further agree, represent and warrant that this release has been negotiated and agreed upon in light of such realization and that Declarants nevertheless intend to release, discharge and acquit City from any such unknown claims which are any related to water flooding, flowing over, or remaining on the parcels whether due to natural surface water or storm water runoff or the construction or maintenance of the drainage facilities/swales described above and the diversion of drainage waters such facilities/swales

- 10 Enforcement The provisions of this Covenant shall be enforceable at law or in equity by Declarants, each successive Owner and, subject to the provisions of Paragraph 9 below, City. In the event of any legal or equitable proceeding for the enforcement of or to restrain a violation of this Covenant, or any provision hereof, the prevailing party therein shall be entitled to reasonable attorneys' fees in addition to any other costs to which such party is entitled. The failure of Declarants, any Owner or City to enforce any provision of this Declaration shall in no event be deemed to be a waiver of the right to do so thereafter nor the right to enforce any other provision hereof.
- 11 Notice from City Any remedy granted to City pursuant to Paragraph 8 above, Shall be exercisable by the City only if the Owner (including Declarants) shall fail to cure a violation of breach hereof after five days written notice from City, or, if such cure cannot be completed within such five-day period, if the Owner shall fail to commence to cure the same within such five-day period and to diligently prosecute such cure to completion. Any notice given by the City pursuant to this paragraph shall be delivered to the Owner in person, or sent by U S Mail, registered or certified, return receipt requested, postage prepaid, addressed to the Owner at the last known mailing address of the Owner.
- 12 Effect of Declaration Any person who now or hereafter owns or acquires any right, title or interest in or to any portion 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 granted and be subject to each applicable easement hereof, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Property.
- 13 Mutuality, Reciprocity, Run with Land All of the provisions contained herein are made for the direct, mutual and reciprocal benefit of each and every portion of the Property and create mutual, equitable and reciprocal benefits for each and every portion of the Property and create mutual, equitable servitudes upon each Parcel as the servient tenement in favor of every other Parcel as the dominant tenement and create reciprocal rights and obligations among the respective Owners of all of the 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, and shall insure 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 or portion thereof, their successors and assigns in interest.

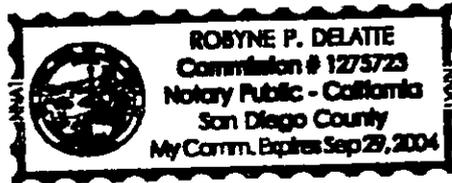


STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On August 27, 2001, before me, Robyne P. DeLatta, a Notary Public, personally appeared Robert M. Cahan, 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.

Signature Robyne P. DeLatta



(Seal)

State of California)
) ss.
County of San Diego)

On September 5, 2001, before me, Ann E. Hepler, a Notary Public, personally appeared Gary Noyes, 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.

(Signature of Notary) Ann E. Hepler



(Seal)



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PARCEL 5:

THOSE PORTIONS OF PARCELS 91 THROUGH 94 OF PARCEL MAP 19617, AS SHOWN BY MAP ON FILE IN BOOK 128, PAGES 91-103, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY AND BEING PORTIONS OF PARCELS 1, PARCEL 4 AND PARCEL 6 AS DESCRIBED IN CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 8, 1993 AS INSTRUMENT NO. 49370 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

COMMENCING AT THE MOST WESTERLY CORNER OF PARCEL 1 OF SAID CERTIFICATE OF COMPLIANCE, SAID CORNER BEING ON THE NORTHEASTERLY RIGHT-OF-WAY OF CANYON SPRINGS PARKWAY, A 110 FOOT PUBLIC STREET AS SHOWN ON PARCEL MAP 19617; THENCE ALONG THE WESTERLY LINE OF PARCEL 1 OF SAID CERTIFICATE OF COMPLIANCE NORTH 32°33'42" EAST, 664.70 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 1, SAID POINT BEING ON THE ARC OF A 2445.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, A RADIAL BEARING TO WHICH BEARS NORTH 23°52'10" EAST; THENCE ALONG SAID NORTHERLY LINE AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°12'16" AN ARC DISTANCE OF 264.77 FEET, TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID NORTHERLY LINE, SOUTH 59°55'34" EAST, 136.75 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 32°33'42" WEST, 303.92 FEET; THENCE SOUTH 57°26'18" EAST, 22.10 FEET; THENCE SOUTH 32°33'42" WEST, 163.00 FEET; THENCE SOUTH 57°26'18" EAST, 108.50 FEET; THENCE SOUTH 32°33'42" WEST, AT A RIGHT ANGLE TO SAID NORTHEASTERLY RIGHT-OF-WAY OF CANYON SPRINGS PARKWAY, 27.50 FEET TO A POINT DISTANT 202.00 FEET NORTHEASTERLY FROM SAID NORTHEASTERLY RIGHT-OF-WAY; THENCE SOUTH 57°26'18" EAST. 159.22 FEET; THENCE SOUTH 19°00'00" EAST, 13.00 FEET TO THE NORTHWESTERLY CORNER OF PARCEL 5 OF SAID CERTIFICATE OF COMPLIANCE; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 5, NORTH 89°59'46" EAST, 191.79 FEET TO THE WESTERLY RIGHT-OF-WAY OF DAY STREET, A 134 FOOT PUBLIC STREET AS SHOWN ON SAID PARCEL MAP 19617; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, NORTH 00°00'14" WEST, 185.49 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 6; THENCE ALONG SAID NORTHERLY LINE NORTH 58°33'06" WEST, 98.47 FEET; THENCE NORTH 30°33'35" EAST, 147.38 FEET TO A POINT ON THE ARC OF A NON-TANGENT 345.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, A RADIAL BEARING TO WHICH BEARS NORTH 76°50'19" EAST; THENCE ALONG THE NORTHERLY LINES OF SAID PARCELS 1 AND 6 AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 46°45'53", AN ARC DISTANCE OF 281.59 FEET; THENCE NORTH 59°55'34" WEST, 2.36 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 3.440 ACRES, MORE OR LESS.



D. C. GROSS

DESCRIPTION APPROVAL 6, A, 1, 01
for K. [Signature] by —
SURVEYOR, CITY OF RIVERSIDE

CIA 722

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PARCEL 1:

THOSE PORTIONS OF PARCELS 89 THROUGH 93 OF PARCEL MAP 19617, AS SHOWN BY MAP ON FILE IN BOOK 128, PAGES 91-103, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY AND BEING PORTIONS OF PARCELS 1 THROUGH 4 AS DESCRIBED IN CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 8, 1993 AS INSTRUMENT NO 49370 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

COMMENCING AT THE MOST WESTERLY CORNER OF PARCEL 1 OF SAID CERTIFICATE OF COMPLIANCE, SAID CORNER BEING ON THE NORTHEASTERLY RIGHT OF WAY OF CANYON SPRINGS PARKWAY, A 110 FOOT PUBLIC STREET, AS SHOWN ON PARCEL MAP 19617, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1 NORTH 32°33'42" EAST, 664 70 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 1, SAID POINT BEING ON THE ARC OF A 2445 00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, A RADIAL BEARING TO WHICH BEARS NORTH 23°52'10" EAST, THENCE ALONG SAID NORTHERLY LINE AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°12'16" AN ARC DISTANCE OF 264 77 FEET TO A POINT OF TANGENCY, THENCE CONTINUING ALONG SAID NORTHERLY LINE, SOUTH 59°55'34" EAST, 136 75 FEET, THENCE SOUTH 32°33'42" WEST, 303 92 FEET, THENCE SOUTH 57°26'18" EAST, 22 10 FEET, THENCE SOUTH 32°33'42" WEST, 163 00 FEET, THENCE SOUTH 57°26'18" EAST, 108 50 FEET, THENCE SOUTH 32°33'42" WEST, AT A RIGHT ANGLE TO SAID NORTHEASTERLY RIGHT-OF-WAY OF CANYON SPRINGS PARKWAY, 229 50 FEET TO A POINT IN SAID NORTHEASTERLY RIGHT-OF-WAY, DISTANT THEREIN 530 60 FEET FROM SAID TRUE POINT OF BEGINNING, THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY, NORTH 57°26'18" WEST, 80 50 FEET, THENCE NORTH 32°33'42" EAST, AT A RIGHT ANGLE TO SAID NORTHEASTERLY RIGHT-OF-WAY, 184 00 FEET, THENCE NORTH 57°26'18" WEST, 410 00 FEET, THENCE SOUTH 32°33'42" WEST, 184 00 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY OF SAID CANYON SPRINGS PARKWAY; THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY, NORTH 57°26'18" WEST, 40 10 FEET TO THE TRUE POINT OF BEGINNING

CONTAINING 5 325 ACRES, MORE OR LESS

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Dale C. Gross

DESCRIPTION APPROVAL 6A101
K. Shou
for SURVEYOR, CITY OF RIVERSIDE by _____



2001-256226
08/08/2001 08 00R
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PARCEL 4:

THOSE PORTIONS OF 91 AND 94 OF PARCEL MAP 19617, AS SHOWN BY MAP ON FILE IN BOOK 128, PAGES 91-103, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY AND BEING A PORTION OF PARCEL 4 AS DESCRIBED IN CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 8, 1993 AS INSTRUMENT NO. 49370 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

COMMENCING AT THE MOST WESTERLY CORNER OF PARCEL 1 OF SAID CERTIFICATE OF COMPLIANCE, SAID CORNER BEING ON THE NORTHEASTERLY RIGHT-OF-WAY OF CANYON SPRINGS PARKWAY, A 110 FOOT PUBLIC STREET AS SHOWN ON PARCEL MAP 19617; THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY, SOUTH 57°26'18" EAST, 530.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 32°33'42" EAST, AT A RIGHT ANGLE TO SAID NORTHEASTERLY RIGHT-OF-WAY, 202.00 FEET; THENCE SOUTH 57°26'18" EAST, 159.22 FEET; THENCE SOUTH 19°00'00" EAST, 13.00 FEET TO THE NORTHWESTERLY CORNER OF PARCEL 5 OF SAID CERTIFICATE OF COMPLIANCE; THENCE SOUTH 32°33'42" WEST, ALONG THE WESTERLY LINE OF SAID PARCEL 5, A DISTANCE OF 187.61 FEET TO SAID NORTHEASTERLY RIGHT-OF-WAY OF CANYON SPRINGS PARKWAY AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 645.00 FEET, A RADIAL BEARING TO WHICH BEARS NORTH 24°32'33" EAST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHEASTERLY RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 8°01'09" AN ARC DISTANCE OF 90.27 FEET; THENCE NORTH 57°26'18" WEST, CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY, 79.42 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.780 ACRES, MORE OR LESS.



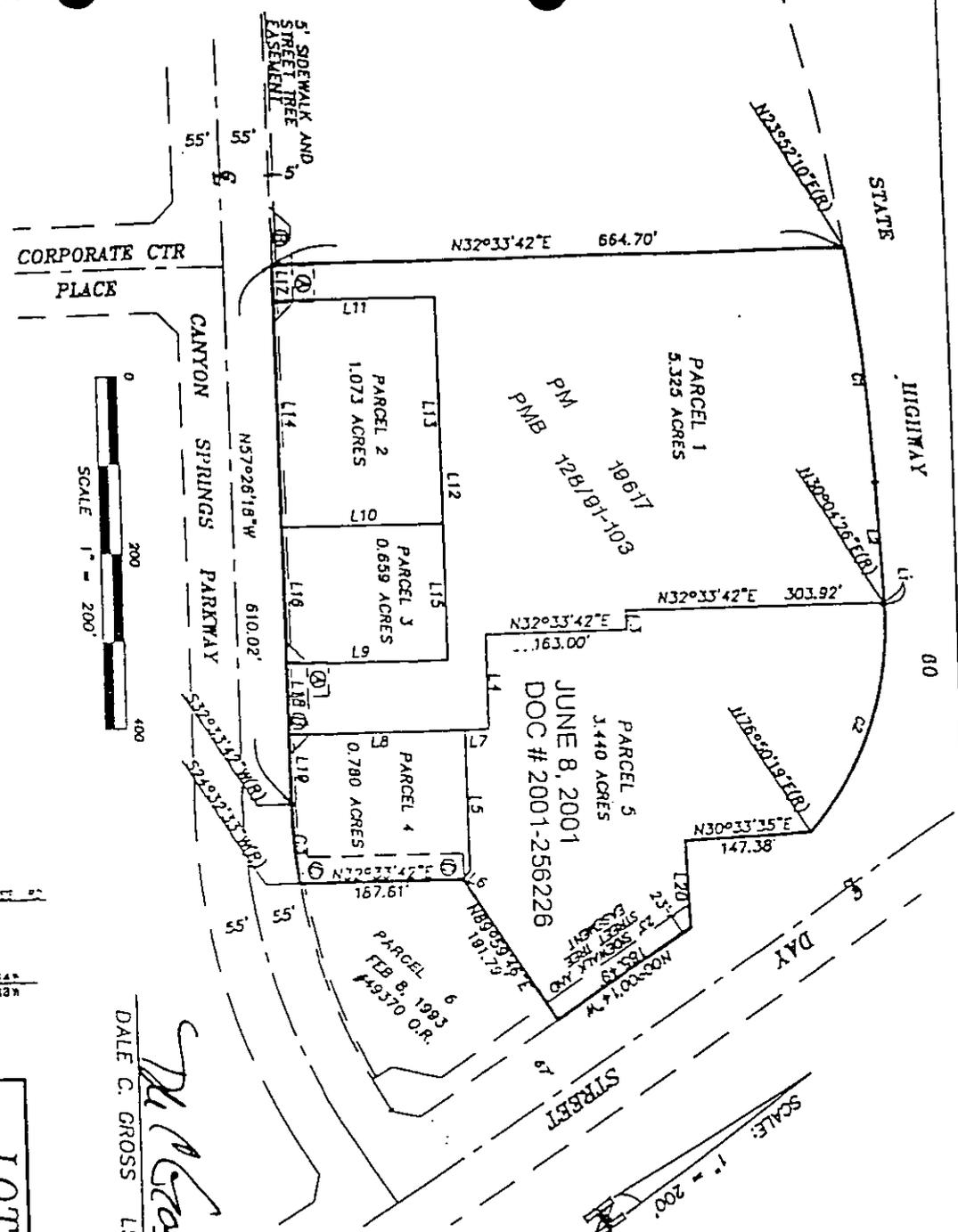
Dale C. Gross

DESCRIPTION APPROVAL *6/4/01*
K. Street
for SURVEYOR, CITY OF RIVERSIDE by _____

2001-459396
89/21/2881 88: 00A
14 of 15



8
 98
 1982/12/12
 22003-1102



DALE C. GROSS
 LS 7632

LINE DATA

L1	~ N	59°55'34"	W	2.36'
L2	~ N	59°55'34"	W	136.75'
L3	~ N	57°26'18"	W	22.10'
L4	~ N	57°26'18"	W	108.50'
L5	~ N	57°26'18"	W	159.22'
L6	~ N	19°00'00"	W	13.00'
L7	~ N	32°33'42"	E	27.50'
L8	~ N	32°33'42"	E	202.00'
L9	~ N	32°33'42"	E	184.00'
L10	~ N	32°33'42"	E	184.00'
L11	~ N	32°33'42"	E	184.00'
L12	~ N	57°26'18"	W	410.00'
L13	~ N	57°26'18"	W	254.00'
L14	~ N	57°26'18"	W	254.00'
L15	~ N	57°26'18"	W	156.00'
L16	~ N	57°26'18"	W	156.00'
L17	~ N	57°26'18"	W	40.10'
L18	~ N	57°26'18"	W	80.50'
L19	~ N	57°26'18"	W	79.42'
L20	~ N	58°33'06"	W	98.47'

CURVE DATA

C1	~ Δ=6°12'16"	R=2445.00'	L=264.77'
C2	~ Δ=46°45'53"	R=345.00'	L=281.59'
C3	~ Δ=8°01'09"	R=645.00'	L=90.27'



LOT LINE ADJUSTMENT
 LL - 026 - 001
 IN THE CITY OF RIVERSIDE

OF PARCELS 1 THROUGH 4 AND PARCEL 6, PER CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 8, 1993 AS INSTRUMENT NO. 49370 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

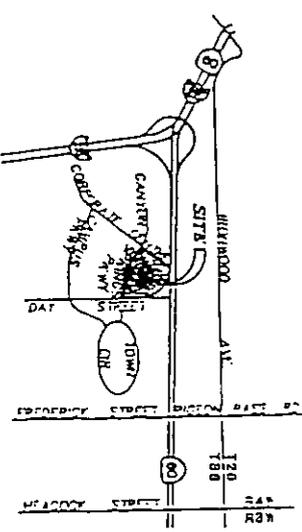
HALE ENGINEERING
 CIVIL ENGINEERING SURVEYING LAND PLANNING

SCALE: 1" = 200'
 DATE: 6/1/2001
 DRAWN: DCG
 CHECKED: MLH
 JOB NO.: 0014

- EASEMENT DATA
- Ⓐ EASEMENT RECORDED DECEMBER 30, 1987 AS INSTRUMENT NO. 366014 O.R.
 - Ⓑ EASEMENT RECORDED NOVEMBER 26, 1986 AS INSTRUMENT NO. 302609 O.R.
 - Ⓒ EASEMENT RECORDED APRIL 12, 1994 AS INSTRUMENT NO. 151326 O.R.

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

SECTION 3, TOWNSHIP 3S, RANGE 4W
 VICINITY MAP
 SAN BERNARDINO MERIDIAN
 NOT TO SCALE



51 jo 51
 98
 1982/12/12
 22003-1102



59/7+8
 CIA 722