

RECORDING REQUESTED BY  
AND MAIL TO:

The Magnon Companies  
1650 Spruce Street, Suite 400  
Riverside, California 92507

WHEN RECORDED MAIL TO:

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

Zoning Case No. MP-002-989

**DOC # 2002-439274**

08/09/2002 08:00A Fee:82.00

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Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



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**AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR RECIPROCAL ACCESS EASEMENTS**

84



This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Reciprocal Access Easements ("Declaration") is made as of this 8th day of July, 2002, by and among SB Associates, a California general partnership, as to an undivided 25/210<sup>th</sup> interest, Riverside Warehouse Partners, LLC, a California limited liability company, as to a 95/210<sup>th</sup> undivided interest, Crescent Associates, a California general partnership, as to a 40/210<sup>th</sup> undivided interest, and Palmyrita Partners, LLC, as to a 50/210<sup>th</sup> undivided interest (collectively, "Erlanger"), Cousins Ranch Company, LLC, a Delaware limited liability company ("Cousins"), G. TERYL KOCH and IRENE KOCH, as Trustees of The Koch Family Trust dated November 8, 1993, as to an undivided 60% interest; and GREGORY G. KOCH, an unmarried man, as to an undivided 40% interest, as tenants-in-common (collectively, "Koch") and The Magnon Companies, Inc., a California corporation ("Magnon"), with reference to the following:

A. Erlanger is the fee owner of one (1) parcel of real property in the City of Riverside, County of Riverside, State of California more particularly described in Exhibit "A" attached hereto (the "Erlanger Property").

B. Cousins is the fee owner of one (1) parcel of real property in the City of Riverside, County of Riverside, State of California more particularly described in Exhibit "B" attached hereto (the "Cousins Property").

C. Koch is the fee owner of one (1) parcel of real property in the City of Riverside, County of Riverside, State of California more particularly described in Exhibit "C" attached hereto (the "Koch Property").

D. Magnon is the fee owner of one (1) parcel of real property in the City of Riverside, County of Riverside, State of California more particularly described in Exhibit "D" attached hereto (the "Magnon Property").

E. Previously, Magnon caused to be recorded two (2) instruments, both entitled "Declaration of Covenants, Conditions and Restrictions for Reciprocal Access Easements". The first declaration (the "1997 Declaration") was recorded as Instrument No. 084889 in the official records of the County of Riverside, California ("Official Records") on March 14, 1997, and the second declaration (the "2000 Declaration") was recorded as Instrument No. 2000-012296 in the Official Records of the County of Riverside, California on January 12, 2000.

F. The parties hereto now desire to terminate the 1997 Declaration and the 2000 Declaration and amend and restate the 1997 Declaration and the 2000 Declaration in their entirety as provided herein.

NOW THEREFORE, in consideration of the covenants and restrictions herein, and in order to accomplish the intent of Erlanger, Koch, Cousins and Magnon to meet certain conditions imposed by the City of Riverside ("Riverside"), Erlanger, Koch, Cousins and Magnon hereby declare, covenant and agree as follows:

#### ARTICLE I. DEFINITIONS

1.01 "Declaration". The term "Declaration" means this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Reciprocal Access Easements, as it may be amended from time to time.

1.02 "Easement" or "Easements". The term "Easement" or "Easements" means the reciprocal easements being granted herein for mutual ingress and egress for the Property, as more particularly described in Article 3 of this document.

1.03 "Driveway". The term "Driveway" or "Driveways" means the shared driveways granted herein and more particularly shown on the site plan ("Site Plan") attached hereto as Exhibit "E".

1.04 "East Driveway". The term "East Driveway" means the shared driveway more particularly shown on the Site Plan as "Parcel 2," and more particularly described in Exhibit "E-2" as Parcel 2.

1.05 "Occupant". The term "Occupant" means the Owner or any Person entitled at any time to the use or occupancy of any portion of a Parcel or Parcels under this Declaration or under any lease, license, concession agreement, or other instrument or arrangement.

1.06 "Owner". The term "Owner" or "Owners" means the fee owners of the Erlanger Property, the Koch Property, the Cousins Property and/or their respective successors and assigns.

1.07 "Parcel". The term "Parcel" means the individual parcels comprising the Erlanger Property, the Koch Property, the Cousins Property and the Magnon Property from time to time.



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1.08 "Person". The term "Person" means an individual or a partnership, firm, association, corporation, trust or any other form of legal or business entity.

1.09 "Property". The term "Property" means the Erlanger Property, the Koch Property, the Cousins Property and the Magnon Property, collectively.

1.10 "User". The term "User" means all Persons who have been granted permission to use any portion of the Property, including the Owners, Occupants, employees, service and other personnel, invitees, customers, agents and contractors.

1.11 "West Driveway". The term "West Driveway" means the driveway more particularly shown on the Site Plan as "Parcel 1" and more particularly described in Exhibit "E-1" attached hereto as Parcel 1.

## ARTICLE II. DECLARATION

2.01 Termination. The 1997 Declaration and the 2000 Declaration are hereby terminated in their entirety and replaced with this Declaration.

2.02 Declaration. Erlanger, Koch, Cousins and Magnon hereby declare that each Parcel is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the covenants, conditions, restrictions, reservations, easements, rights, servitudes, liens and charges set forth in this Declaration, all of which are declared and agreed to be for the purpose of protecting the value of the Property. The provisions set forth in this Declaration are imposed upon the Owners for the benefit of the Property and all Owners thereof. The provisions set forth in this Declaration shall be a burden upon and a benefit to each respective Parcel, the Owners thereof and their respective successors and assigns. All covenants set forth in this Declaration are intended as and are declared to be covenants running with the land as well as equitable servitudes upon the land.

## ARTICLE III. EASEMENTS

3.01 Driveway Easements. Koch and Cousins each reserve and grant to each Owner of the Cousins Property and the Koch Property non-exclusive Easements for pedestrian and vehicular ingress and egress over, across and through that portion of the Cousins Property and the Koch Property shown on the Site Plan as Parcel 1 and Parcel 2.

3.02 Nature of Easements. For purposes of the Easements granted in Paragraph 3.01 of this Declaration, the Parcel benefitted by each Easement constitutes the dominant estate, and the Parcel burdened by such Easement constitutes the servient estate. Each Easement created in Paragraph 3.01 of this Declaration is appurtenant to and for the benefit of the Parcel with the dominant estate. No easement may be transferred, assigned, or encumbered except as an appurtenance to the benefitted Parcel.



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## ARTICLE IV. COVENANTS

4.01 Free Access. The Owner of each burdened Parcel covenants that the Owner of the benefitted Parcel shall be unimpeded in their free access to the Easement on the burdened Parcel, and that there shall be no fence, division, partition, rail or obstruction of any type or kind placed, kept, permitted or maintained by the Owner in such a manner as to interfere with the use of the Easement by the other Owner; and except as may be required minimally and temporarily at any time from time to time in connection with the maintenance and repair of the Easement areas.

4.02 Repair and Maintenance. The Owner of each Parcel is obligated to repair and maintain at its sole cost and expense its own respective Parcel, including any portion of an Easement driveway on its Parcel.

4.03 Restoration. In the event of any damage or destruction to the West Driveway or the East Driveway, whether insured or uninsured, the Owner of the Parcel upon which the damaged portion is located shall restore and repair that portion of the driveway on the Owner's Parcel with all due diligence as nearly as possible to the condition it was in immediately prior to the damage or destruction. Notwithstanding the foregoing, if the Owner of the non-damaged Parcel caused the damage or destruction through gross negligence or other willful misconduct, the Owner whose gross negligence or willful misconduct caused the damage or destruction shall have the obligation for the restoration or repair.

4.04 Owner's Rights Reserved. Each Owner hereby reserves the right to eject or cause the ejection from the Easement or Easements, as the case may be, of any Person or Persons, and to tow or remove, or cause to be towed or removed, the vehicle of any such Person or Persons, not authorized, empowered or privileged to use such Easement pursuant to this Declaration.

## ARTICLE V. TERMINATION

5.01 Easements. The Easements created in Article III of this Declaration shall be terminated only upon the written consent of all of the then Owners of the Parcels affected by such termination and the Planning Director of the City, or the Person succeeding to the duties of the Planning Director.

5.02 Covenants. Subject to the restriction on termination of the Easements in Paragraph 5.01, the remaining covenants, conditions and restrictions contained in this Declaration may be amended from time to time only upon written consent of all of the then Owners of the Parcels affected by such amendment.

## ARTICLE VI. MISCELLANEOUS

6.01 Attorneys' Fees. In the event of any action between or among the Owners for breach of or to enforce any provision or right under this Declaration, the unsuccessful Owner in such action shall pay to the successful Owner all costs and expenses expressly including, but not limited to, reasonable attorneys' fees incurred by the successful Owner in connection with such action.



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6.02 Modification. No modification, waiver, amendment, discharge, or change of this Declaration shall be valid unless same is in writing, signed by the Planning Director of the City of Riverside or the successor to such duties and signed by the Owners and recorded in the Official Records of Riverside County, California.

6.03 Exhibits. All Exhibits referenced in this Declaration and attached hereto are incorporated by reference into this Declaration.

6.04 Third Party. The provisions of this Declaration shall be enforceable at law or in equity by the City of Riverside, its successor and assigns. Should the City of Riverside bring an action to enforce the terms of the Declaration, the prevailing party shall be entitled to reasonable attorneys' fees in addition to the other costs of suit to which such party is entitled. The failure of the City of Riverside to enforce any provision of the 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.

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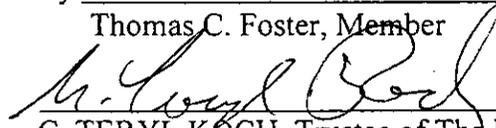
IN WITNESS WHEREOF, the undersigned has executed this Declaration on the date set forth above.

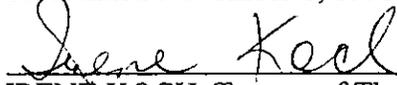
"Cousins"

COUSINS RANCH COMPANY, LLC,  
a Delaware limited liability company

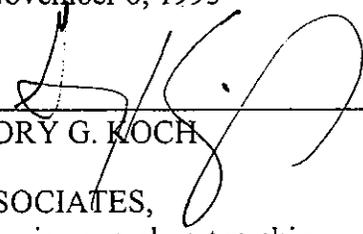
By: \_\_\_\_\_  
Thomas C. Foster, Member

"Koch"

  
\_\_\_\_\_  
G. TERYL KOCH, Trustee of The Koch Family  
Trust dated November 8, 1993

  
\_\_\_\_\_  
IRENE KOCH, Trustee of The Koch Family Trust  
dated November 8, 1993

"Erlanger"

  
\_\_\_\_\_  
GREGORY G. KOCH  
SB ASSOCIATES,  
a California general partnership

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

RIVERSIDE WAREHOUSE PARTNERS, LLC  
a California limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

CRESENT ASSOCIATES,  
a California general partnership

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

Signed in counterparts.



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IN WITNESS WHEREOF, the undersigned has executed this Declaration on the date set forth above.

"Cousins"

COUSINS RANCH COMPANY, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Thomas C. Foster, Member

"Koch"

\_\_\_\_\_  
G. TERYL KOCH, Trustee of The Koch Family  
Trust dated November 8, 1993

\_\_\_\_\_  
IRENE KOCH, Trustee of The Koch Family Trust  
dated November 8, 1993

\_\_\_\_\_  
GREGORY G. KOCH

"Erlanger"

SB ASSOCIATES,  
a California general partnership

By: \_\_\_\_\_  
Print Name: ROGER SIMPSON  
Print Title: PARTNER

RIVERSIDE WAREHOUSE PARTNERS, LLC  
a California limited liability company

By: \_\_\_\_\_  
Print Name: ROGER SIMPSON  
Print Title: PARTNER

CRESENT ASSOCIATES,  
a California general partnership

By: \_\_\_\_\_  
Print Name: ROGER SIMPSON  
Print Title: PARTNER

Signed in counterparts.



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PALMYRITA PARTNERS, LLC,  
a California limited liability company

By: [Signature]  
Print Name: [Signature]  
Print Title: [Signature]

"Magnon"

THE MAGNON COMPANIES, INC.,  
a California corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

Signed in counterparts.



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PALMYRITA PARTNERS, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

"Magnon"

THE MAGNON COMPANIES, INC.,  
a California corporation

By: Ray Magnon  
Print Name: RAY MAGNON  
Print Title: PRES

Signed in counterparts.



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PALMYRITA PARTNERS, LLC,  
a California limited liability company

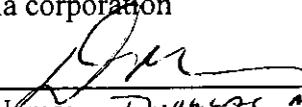
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

"Magnon"

THE MAGNON COMPANIES, INC.,  
a California corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

THE MAGNON COMPANIES, INC.,  
a California corporation

By:  \_\_\_\_\_  
Print Name: DOUGLAS MAGNON  
Print Title: SECRETARY

Signed in counterparts.



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CONSENT TO DECLARATION

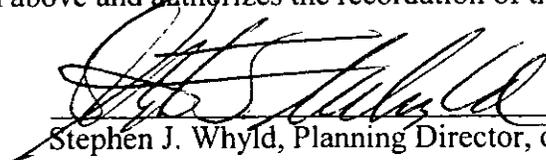
This consent to declaration is made by the planning director of the City of Riverside with reference to the following facts:

A. The Declaration of Covenants, Conditions, and Restrictions for Reciprocal Access Easements executed by The MAGNON COMPANIES INC., a California corporation on or about March 14, 1997 and recorded March 14, 1997, as instrument number 084889 of the Official Records of Riverside County, California, may not be amended, terminated, or modified except with the prior written consent of the Planning Director of the City of Riverside ("Planning Director"), duly recorded.

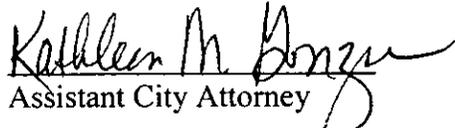
B. The Declaration of Covenants, Conditions, and Restrictions for Reciprocal Access Easements executed by The MAGNON COMPANIES INC., a California corporation on or about January 12, 2000 and recorded as instrument number 2000-012296 of the Official Records of Riverside County, California, may not be amended, terminated, or modified except with the prior written consent of the Planning Director, duly recorded.

C. The Planning Director has read the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Reciprocal Access Easements set forth above and approves such document.

NOW THEREFORE, the Planning Director of the City of Riverside hereby consents to the Amended and Restated Declarations of Covenants, Conditions and Restrictions for Reciprocal Access Easements as set forth above and authorizes the recordation of this document and his consent thereto.

  
\_\_\_\_\_  
Stephen J. Whyld, Planning Director, of the City of  
Riverside, California

Approved as to Form:

  
\_\_\_\_\_  
Assistant City Attorney



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STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Orange )

On JUNE 3, 2002, before me, Michele Knutson, a Notary Public in and for said state, personally appeared Thomas C. Foster, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Michele Knutson  
Notary Public in and for said State

(SEAL)

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)



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STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF RIVERSIDE )

On 5/1/02, before me, S. RUEGSEGGER a Notary Public in and for said state, personally appeared G. TERYL KOCH, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



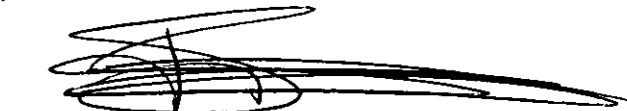
Notary Public in and for said State



STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF RIVERSIDE )

On 5/1/02, before me, S. RUEGSEGGER a Notary Public in and for said state, personally appeared IRENE KOCH, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public in and for said State



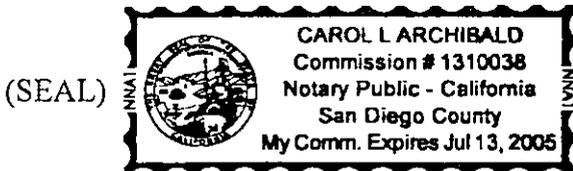
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08/09/2002 08:00A  
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STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN DIEGO )

On 05/02/2002, before me, CAROL L. ARCHIBALD Notary Public in and for said state, personally appeared GREGORY G. KOCH, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Carol L Archibald  
Notary Public in and for said State



STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)



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STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

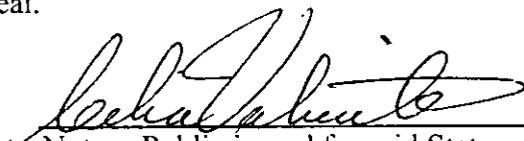
\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

STATE OF ~~CALIFORNIA~~ <sup>NEW YORK</sup> )  
 ) ss.  
COUNTY OF NEW YORK )

On JULY 20, 2002, before me, CELIA VALIENTE, a Notary Public in and for said state, personally appeared ROGER GIMBEL, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public in and for said State

(SEAL) CELIA VALIENTE  
NOTARY PUBLIC, State of New York  
No. 31-4754557 ✓  
Qualified in New York County  
Commission Expires March 30 2006



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**Certificate of Penalty of Perjury- Illegible Notary Seal  
Declaration  
(Government code 27361.7)**

I certify under the penalty of perjury that the notary seal on the document to  
which this statement is attached reads as follows:

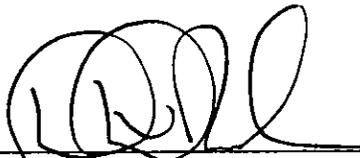
Name of Notary- CELIA VALIENTE

Commission Number- 31-4724657

Date Commission Expires- MARCH 30, 2006

Date and Place of Notary Execution- MAY 20, 2002, NEW YORK

Date and Place of this Execution- AUGUST 9, 2002, RIVERSIDE



\_\_\_\_\_  
Signature of Person Making this Declaration

LOBB & CLIFF, LLP

Firm Name (if any)



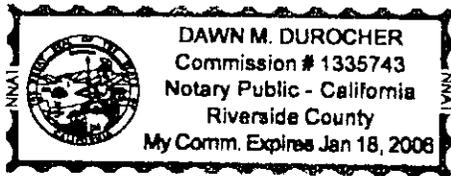
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C/A 801

STATE OF CALIFORNIA )  
COUNTY OF Riverside ) ss.

On April 19, 2002, before me, Dawn M. Durocher, a Notary Public in and for said state, personally appeared RAY MAGWOOD, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



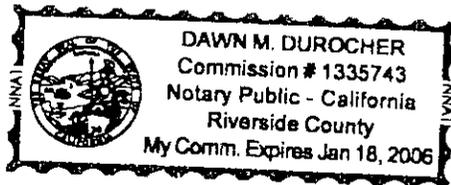
(SEAL)

[Signature]  
Notary Public in and for said State

STATE OF CALIFORNIA )  
COUNTY OF Riverside ) ss.

On July 8, 2002, before me, Dawn M. Durocher, a Notary Public in and for said state, personally appeared DOUG MAGWOOD, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



(SEAL)

[Signature]  
Notary Public in and for said State



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EXHIBIT "A"

ERLANGER PROPERTY (SHOWN ON EXHIBIT "F")

THAT PORTION OF LOT 4 OF HERRICK'S SUBDIVISION, AS SHOWN BY MAP ON FILE IN MAP BOOK 3, PAGE 11, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 8, T2S, R4W OF THE SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP ON FILE IN RECORD OF SURVEY BOOK 67, PAGE 48, RECORDS OF RIVERSIDE COUNTY CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL 3 OF PARCEL MAP 24869 AS SHOWN BY MAP ON FILE IN PARCEL MAP BOOK 171, PAGES 94 AND 95, RECORDS OF RIVERSIDE COUNTY;

THENCE N00°02'00"E ALONG THE NORTHERLY PROLONGATION OF SAID PARCEL 3, A DISTANCE OF 486.36 (RECORDED AS 486.43) FEET TO A POINT ON THE SOUTH LINE OF LOT 3 OF SAID HERRICK'S SUBDIVISION;

THENCE S89°54'33"E (RECORDED AS S89°55'00"E) ALONG THE SOUTH LINE OF SAID LOT 3, ALSO BEING THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER, A DISTANCE OF 116.03 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4;

THENCE NORTH ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 314.07 FEET;

THENCE N63°33'42"E ALONG THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL CONTAINING 22.60 ACRES GROSS, AS SHOWN BY MAP ON FILE IN SAID RS BOOK 67, PAGE 48, A DISTANCE OF 702.38 (RECORDED AS 702.32) FEET TO THE NORTHEAST CORNER OF SAID LOT 4;

THENCE S00°02'31"E, ALONG THE EAST LINE OF SAID LOT 4 A DISTANCE OF 627.80 (RECORDED AS 627.69) FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;

THENCE S89°54'33"E ALONG THE EASTERLY PROLONGATION OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER, A DISTANCE OF 100.64 FEET:

THENCE S44°14'21"E, A DISTANCE OF 456.68 FEET, TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 525.00 FEET, WHICH HAS A RADIAL LINE THAT BEARS N66°52'20"W, SAID POINT BEING ON THE WEST LINE OF THE GAGE CANAL, AS SHOWN BY MAP ON FILE IN RECORD OF SURVEY BOOK 67, PAGE 48, RECORDS OF RIVERSIDE COUNTY;

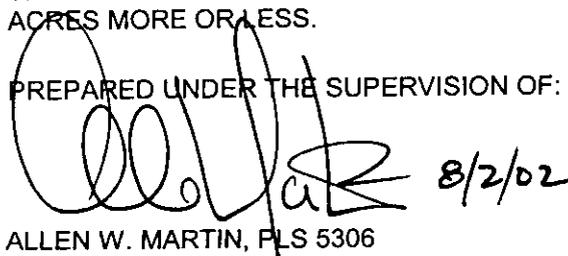
THENCE SOUTHERLY ALONG THE WESTERLY LINE OF THE GAGE CANAL, THROUGH A CENTRAL ANGLE OF 11°55'42", AN ARC LENGTH OF 109.30 FEET;

THENCE S11°11'58"W CONTINUING ALONG THE WESTERLY LINE OF THE GAGE CANAL, A DISTANCE OF 29.82 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THAT CERTAIN PARCEL CONVEYED TO JERSEY WAREHOUSE PARTNERS BY DEED RECORDED JUNE 3, 1997 AS INSTRUMENT NO. 195264, RECORDS OF RIVERSIDE COUNTY;

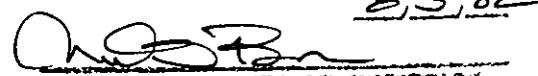
THENCE N89°58'00"W ALONG SAID SOUTH LINE, A DISTANCE OF 1072.40 FEET;

THENCE S65°24'32"W A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING, CONTAINING 17.88 ACRES MORE OR LESS.

PREPARED UNDER THE SUPERVISION OF:

  
ALLEN W. MARTIN, PLS 5306  
EXPIRES 12-31-03

DESCRIPTION APPROVAL

  
SURVEYOR, CITY OF RIVERSIDE



2002-439274  
08/09/2002 08:00A  
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C/A 801

EXHIBIT "B"

COUSINS PROPERTY (SHOWN ON EXHIBIT "F")

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 8, T2S, R4W OF THE SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP ON FILE IN RECORD OF SURVEY BOOK 67, PAGE 48, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 2 OF PARCEL MAP 28040 AS SHOWN BY MAP ON FILE IN PARCEL MAP BOOK 185, PAGES 31 AND 32, RECORDS OF RIVERSIDE COUNTY;

THENCE N89°56'09"E ALONG THE NORTH LINE OF PALMYRITA AVENUE, SAID NORTH LINE BEING 33.00 FEET NORTH OF THE CENTERLINE OF PALMYRITA AVENUE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING;

THENCE N00°01'18"E AND PARALLEL WITH THE EAST LINE OF SAID PARCEL 2, A DISTANCE OF 407.09 FEET;

THENCE S89°58'42"E AND PARALLEL WITH THE SOUTH LINE OF THAT CERTAIN PARCEL CONVEYED TO JERSEY WAREHOUSE PARTNERS BY DEED RECORDED JUNE 3, 1997 AS INSTRUMENT NO. 195264, RECORDS OF RIVERSIDE COUNTY, A DISTANCE OF 474.19 FEET, TO A POINT ON THE WESTERLY LINE OF THE GAGE CANAL, SAID POINT BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 810.00 FEET, SAID POINT HAS A RADIAL LINE WHICH BEARS N78°48'44"W;

THENCE SOUTHERLY ALONG SAID CURVE, BEING THE WESTERLY LINE OF THE GAGE CANAL, THROUGH A CENTRAL ANGLE OF 13°35'44", HAVING AN ARC LENGTH OF 192.20 FEET TO A POINT WHICH HAS A RADIAL LINE WHICH BEARS S87°35'32"W;

THENCE S02°24'28"E ALONG SAID WESTERLY LINE OF THE GAGE CANAL A DISTANCE OF 204.38 FEET TO A POINT ON THE NORTH LINE OF PALMYRITA AVENUE, BEING 44.00 FEET NORTH MEASURED AT A RIGHT ANGLE TO THE CENTERLINE OF PALMYRITA AVENUE;

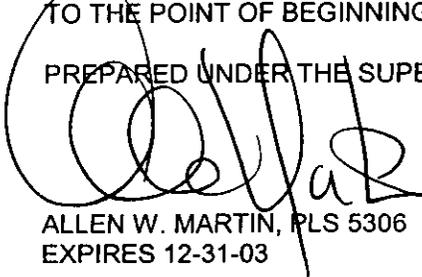
THENCE S89°56'09"W (RECORDED AS S89°57'00"W) ALONG THE NORTH LINE OF PALMYRITA AVENUE A DISTANCE OF 164.76 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1084.00 FEET;

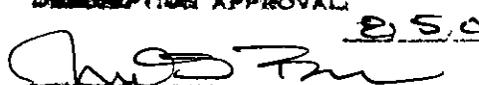
THENCE WESTERLY ALONG SAID CURVE BEING THE NORTH LINE OF PALMYRITA AVENUE THROUGH A CENTRAL ANGLE OF 05°53'42", AN ARC LENGTH OF 111.53 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 996.00 FEET, SAID POINT HAVING A RADIAL LINE WHICH BEARS N05°57'33"W;

THENCE WESTERLY ALONG SAID CURVE BEING THE NORTH LINE OF PALMYRITA AVENUE THROUGH A CENTRAL ANGLE OF 05°53'42", AND ARC LENGTH OF 102.47 FEET TO POINT HAVING A RADIAL LINE WHICH BEARS S00°03'51"E, SAID POINT BEING 33.00 FEET NORTH MEASURED AT A RIGHT ANGLE TO THE CENTERLINE OF PALMYRITA AVENUE AS SHOWN BY SAID PARCEL MAP 28040;

THENCE S89°56'09"W ALONG SAID NORTH LINE OF PALMYRITA AVENUE A DISTANCE OF 89.87 FEET TO THE POINT OF BEGINNING.

PREPARED UNDER THE SUPERVISION OF:

 8-02-02  
ALLEN W. MARTIN, PLS 5306  
EXPIRES 12-31-03

DESCRIPTION APPROVAL  
 8/5/02  
SURVEYOR, CITY OF RIVERSIDE



2002-439274  
08/09/2002 08:00A  
20 of 26

C/A 801

EXHIBIT "C"

KOCH PROPERTY (SHOWN ON EXHIBIT "F")

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 8, T2S, R4W OF THE SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP ON FILE IN RECORD OF SURVEY BOOK 67, PAGE 48, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 2 OF PARCEL MAP 28040, AS SHOWN BY MAP ON FILE IN PARCEL MAP BOOK 185, PAGES 31 AND 32, RECORDS OF RIVERSIDE COUNTY;

THENCE N00°01'18"E (RECORDED N00°02'00"E) ALONG THE EAST LINE OF SAID PARCEL 2 AND ALONG THE NORTHERLY PROLONGATION OF SAID EAST LINE, A DISTANCE OF 831.19 FEET TO A POINT ON THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO JERSEY WAREHOUSE PARTNERS BY DEED RECORDED JUNE 3, 1997 AS INSTRUMENT NO. 195264, RECORDS OF RIVERSIDE COUNTY;

THENCE S89°58'42"E ALONG SAID SOUTH LINE A DISTANCE OF 607.89 FEET TO A POINT ON THE WESTERLY LINE OF THE GAGE CANAL, AS SHOWN BY MAP ON FILE IN RECORD OF SURVEY BOOK 67, PAGE 48, RECORDS OF RIVERSIDE COUNTY;

THENCE S11°11'16"W ALONG THE WESTERLY LINE OF THE GAGE CANAL, A DISTANCE OF 432.20 FEET;

THENCE N89°58'42"W AND PARALLEL WITH THE SOUTH LINE OF THAT CERTAIN PARCEL CONVEYED TO JERSEY WAREHOUSE PARTNERS BY DEED RECORDED JUNE 3, 1997 AS INSTRUMENT NO. 195264, RECORDS OF RIVERSIDE COUNTY, A DISTANCE OF 474.19 FEET;

THENCE S00°01'18"W AND PARALLEL WITH THE EAST LINE OF SAID PARCEL 2 OF PARCEL MAP 28040, A DISTANCE OF 407.09 FEET TO A POINT ON THE NORTH LINE OF PALMYRITA AVENUE, BEING 33.00 FEET NORTH MEASURED AT A RIGHT ANGLE TO THE CENTERLINE OF PALMYRITA AVENUE;

THENCE S89°56'09"W (RECORDED AS S89°57'00"W) ALONG THE NORTH LINE OF PALMYRITA AVENUE A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

PREPARED UNDER THE SUPERVISION OF:

*Allen W. Martin*  
ALLEN W. MARTIN, PLS 5306  
EXPIRES 12-31-03



DESCRIPTION APPROVAL

*Chris Brown*  
8502  
SURVEYOR, CITY OF RIVERSIDE



2002-439274  
08/09/2002 08:00A  
21 of 26

CIA 801

EXHIBIT "D"

MAGNON PROPERTY (SHOWN ON EXHIBIT "F")

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 8, SAID CORNER ALSO BEING THE CENTERLINE INTERSECTION OF NORTHGATE STREET (CALIFORNIA AVENUE) AND PALMYRITA AVENUE AS SHOWN BY MAP OF LANDS OF EAST RIVERSIDE LAND COMPANY ON FILE IN BOOK 6, PAGE 44 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;

THENCE NORTH 89° 56' 09" EAST, ALONG THE SOUTH LINE OF SAID SECTION 8 A DISTANCE OF 579.11 FEET (RECORDED NORTH 89°57'00"EAST 579.30 FEET) TO THE SOUTHERLY PROLONGATION OF THE EAST LINE OF THE LAND CONVEYED BY DEED TO THE HUNTER PARTNERS RECORDED OCTOBER 10, 1980 AS INSTRUMENT NO. 186908, OFFICIAL RECORDS;

THENCE NORTH 00° 01' 18" EAST (RECORDED NORTH 00°02'00"EAST), ALONG SAID EAST LINE A DISTANCE OF 839.97 FEET (RECORDED 840.00 FEET) TO A POINT LYING 486.66 FEET (RECORDED 486.43 FEET) SOUTHERLY OF THE NORTHEAST CORNER OF SAID LAND, SAID POINT BEING THE POINT OF BEGINNING;

THENCE NORTH 89° 58'42" WEST (RECORDED NORTH 89°58'35"WEST) A DISTANCE OF 579.11 FEET (RECORDED 579.30 FEET) TO A POINT ON THE WEST LINE OF SAID SECTION 8;

THENCE NORTH 00° 01' 18" EAST (RECORDED NORTH 00°02'00" EAST) ALONG THE WEST LINE OF SAID SECTION 8 A DISTANCE OF 486.93 FEET (RECORDED 487.06 FEET) TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 8;

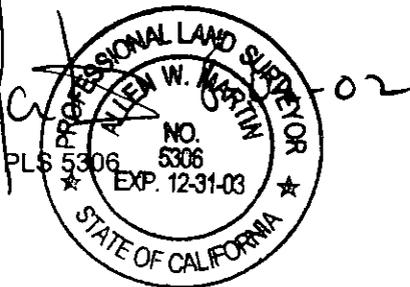
THENCE SOUTH 89° 57' 02" EAST (RECORDED NORTH 89°55'00" EAST) ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 579.11 FEET (RECORDED 579.30 FEET) TO THE NORTHEAST CORNER OF SAID LAND CONVEYED TO HUNTER PARTNERS;

THENCE SOUTH 00° 01' 18" WEST (RECORDED SOUTH 00°02'00" WEST) A DISTANCE OF 486.66 FEET (RECORDED 486.43 FEET) TO THE POINT OF BEGINNING.

EXCEPT THE WEST 33.00 FEET THEREOF LYING WITHIN NORTHGATE STREET (CALIFORNIA AVENUE).

PREPARED UNDER THE SUPERVISION OF:

ALLEN W. MARTIN, PLS 5306  
EXPIRES 12-31-03



2002-439274  
08/09/2002 08:09A  
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DESCRIPTION APPROVAL  
  
SURVEYOR CITY OF RIVERSIDE

CIA 801

# EXHIBIT "E-1"

## EASEMENT 1

That portion of Parcel "A" of Lot Line Adjustment No. 009-990 recorded October 01, 1999 as Instrument No. 439747, Records of Riverside County, California, lying within the Southwest Quarter of Section 8, Township 2 South, Range 4 West of the San Bernardino Base and Meridian, described as follows:

**BEGINNING** at the Southwest corner of Parcel "A" of said Lot Line Adjustment, said point being on the Northerly right of way line of Palmyrita Avenue (33.00 feet in half width) and being the Southeast corner of Parcel 2 of Parcel Map No. 28040, as shown by map on file in Parcel Map Book 185, Pages 31 and 32, inclusive thereof, Records of Riverside County, California;

Thence North 00°01'18" East along the West line of Parcel "A" of said Lot Line Adjustment also being the East line of Parcel 2 of said Parcel Map a distance of 407.17 feet to the intersection of the Westerly prolongation of the North line of Parcel "B" of said Lot Line Adjustment;

Thence South 89°58'42" East along said prolongation of the North line of said Parcel "B" a distance of 50.00 feet to the Northwest corner of Parcel "B" of said Lot Line Adjustment;

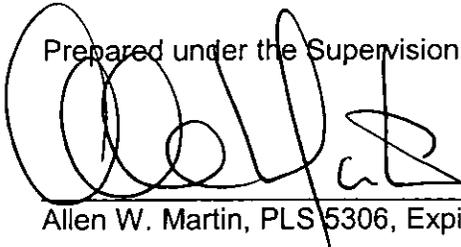
Thence South 00°01'18" West along the West line of Parcel "B" of said Lot Line Adjustment a distance of 407.09 feet to a point on the Northerly right of way line of Palmyrita Avenue (33.00 feet in half width);

Thence South 89°56'09" West along the Northerly right of way line of Palmyrita Avenue a distance of 50.00 feet to the **POINT OF BEGINNING**.

Containing 0.47 acres, more or less.

SEE PLAT ATTACHED HERETO AS EXHIBIT "E".

Prepared under the Supervision of:

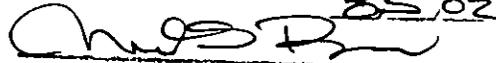


Allen W. Martin, PLS 5306, Expires 12-31-03



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08/09/2002 08:00A  
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DESCRIPTION APPROVAL

  
SURVEYOR, CITY OF RIVERSIDE

CIA 001

# EXHIBIT "E-2"

## EASEMENT 2

That portion of Parcels "A" and "B" of Lot Line Adjustment No. 009-990 recorded October 01, 1999 as Instrument No. 439747, Records of Riverside County, California, lying within the Southwest Quarter of Section 8, Township 2 South, Range 4 West of the San Bernardino Base and Meridian, described as follows:

COMMENCING at the Southeast corner of Parcel "B" of said Lot Line Adjustment, said point being the intersection of the Westerly line of the Gage Canal as shown by map on file in Record of Survey Book 67, Page 48, Records of Riverside County, California and the Northerly right of way line of Palmyrita Avenue (44.00 feet in half width);

Thence South 89°56'09" West along the said Northerly right of way line of Palmyrita Avenue a distance of 29.02 feet to the **POINT OF BEGINNING**;

Thence continuing South 89°56'09" West along the Northerly right of way line of Palmyrita Avenue a distance of 42.04 feet;

Thence North 02°24'28" West and parallel with the Westerly line of the Gage Canal a distance of 201.48 feet to the beginning of a tangent curve, concave Easterly, having a radius of 881.00 feet;

Thence Northerly along said curve to the right through a central angle of 13°35'44" and parallel with said Westerly line of the Gage Canal an arc length of 209.05 feet to which point a radial line bears North 78°48'44" West;

Thence North 11°11'16" East and parallel with the Westerly line of the Gage Canal a distance of 418.19 feet to a point on the North line of Parcel "A" of said Lot Line Adjustment;

Thence South 89°58'42" East along the North line of Parcel "A" a distance of 42.81 feet;

Thence South 11°11'16" West and parallel with the Westerly line of the Gage Canal a distance of 426.48 feet to the beginning of a tangent curve concave Easterly having a radius of 839.00 feet;

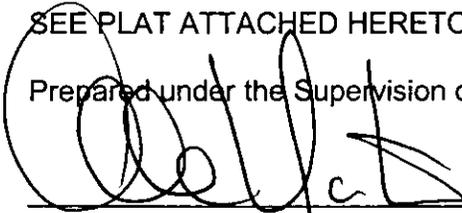
Thence Southerly along said curve to the left through a central angle of 13°35'44" and parallel with the Westerly line of the Gage Canal an arc length of 199.08 feet to which point a radial line bears South 87°35'32" West;

Thence South 02°24'28" East and parallel with the Westerly line of the Gage Canal a distance of 203.19 feet to the **POINT OF BEGINNING**.

Containing 0.80 acres, more or less.

SEE PLAT ATTACHED HERETO AS EXHIBIT "E".

Prepared under the Supervision of:



Allen W. Martin, PLS 5306, Expires 12-31-03



DESCRIPTION APPROVAL:   
SURVEYOR, STATE OF CALIFORNIA

2002-439274  
08/09/2002 08:00A  
24 of 26





2002-47  
08/09/2004  
25 07 '26

S89°58'42"E  
42.81'

SCALE: 1" = 100'



*Allen W. Martin*  
8-02-02

PARCEL "A"

LOT LINE ADJUSTMENT NO. 009-990  
INST.#439747 REC. 10/01/99

PARCEL MAP NO. 28040  
PM 185/31-32  
PAR. 2

NORTHGATE STREET

N00°01'18"E 407.17'

EASEMENT 1

S00°01'18"W 407.09'

S89°58'42"E 50.00'

- ①  $\Delta = 13^{\circ}35'44''$  R=881.00'  
T=105.02' L=209.05'
- ②  $\Delta = 13^{\circ}35'44''$  R=839.00'  
T=100.01' L=199.08'

PARCEL "B"

EASEMENT 2

CANAL

RS 67/48

N78°48'44"W (R)

S87°35'32"W (R)

S89°56'09"W  
29.02'

P.O.C.

201.48'  
N02°24'28"W

203.19'  
S02°24'28"E

GAGE

42.04'

S89°56'09"W

P.O.B.

33'

NORTHERLY LINE OF PALMYRITA AVENUE

33'  
50.00'  
S89°56'09"W

N89°56'09"E

44'

PALMYRITA AVENUE

EXHIBIT "E"

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

SHEET 1 OF 1

W.O.  
21126

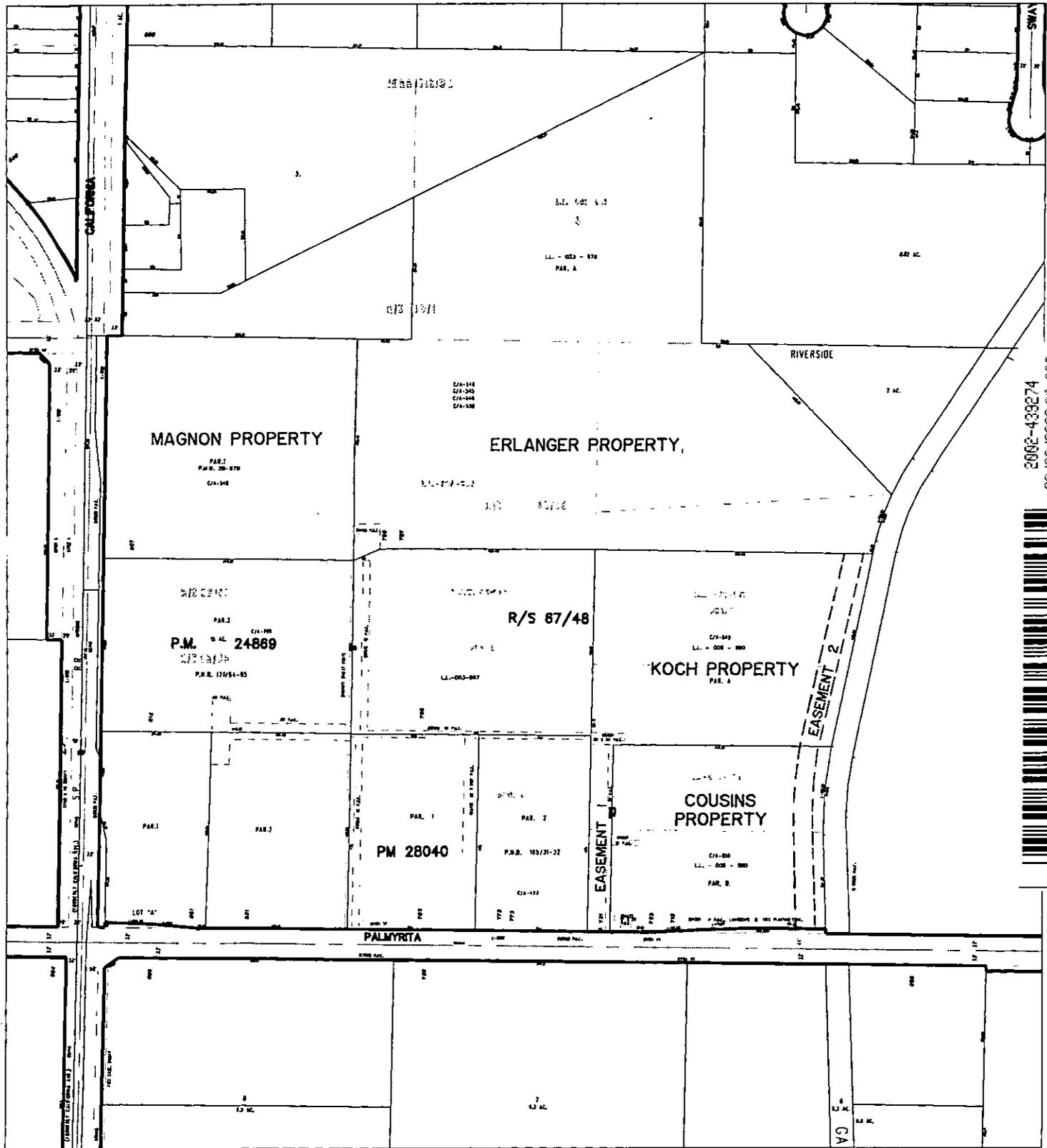
SCALE: 1" = 100'

DRWN BY AWM DATE 4-04-02  
CHKD BY DATE

SUBJECT: ACCESS EASEMENT

CIA 801

# EXHIBIT "F"



2802-439274  
08/09/2002 09:08:09  
26 of 26



## ◆ CITY OF RIVERSIDE, CALIFORNIA ◆

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

Sheet 1 of 1



Scale: 1" = 100' Drawn by: bmark Date: 07/25/02 Subject: Magnon

12/5+7  
CIA 801