

WHEN RECORDED MAIL TO:

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

DOC # 2003-199709

03/21/2003 08:00A Fee:NC

Page 1 of 26

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



FREE RECORDING

This instrument is for the benefit of the City of Riverside and is entitled to be recorded without fee (Government Code § 6103)

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MSC.
	1		26						
					1			✓	LC
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

EASEMENT FOR SECONDARY ACCESS
FOR INGRESS AND EGRESS AND DRAINAGE
AND MAINTENANCE AGREEMENT

C
LC

15099

THIS EASEMENT FOR SECONDARY ACCESS FOR INGRESS AND EGRESS AND DRAINAGE AND MAINTENANCE AGREEMENT ("Agreement") is made and entered into this 27th day of January, 2002, by and between the CITY OF RIVERSIDE, a municipal corporation ("City"), JANET GOESKE FOUNDATION, a California nonprofit corporation ("Foundation") and GOLDWARE SENIOR HOUSING LIMITED PARTNERSHIP, a California limited partnership ("Partnership") with reference to the following facts:

RECITALS

A. The City is the fee owner of Streeter Park and the Janet Goeske Center for Senior/Handicapped Citizens ("Goeske Center"), located within the park, situated in the City of Riverside, County of Riverside, State of California, which Goeske Center is located on land more particularly described in attached Exhibit "A", which is incorporated herein by reference ("Goeske Center Parcel").

B. The Foundation is the manager and operator of the Goeske Center pursuant to that certain agreement dated August 28, 1996, by and between the City and the Foundation. The Foundation, as the manager and operator of the Goeske Center, is a party to this Agreement solely to acknowledge and consent to the hereinafter described Easement.

C. The Partnership is the fee owner of that certain real property situated in the City of Riverside, County of Riverside, State of California, and more particularly described in attached Exhibit "B" ("Goldware Senior Housing Parcel"), which is incorporated herein by reference. Said Partnership property is developed with a 162-unit affordable rental housing development for low income and market rate senior households ("Goldware Senior Housing"). The Goldware Senior Housing Parcel is adjacent to the Goeske Center Parcel, located within Streeter Park.

ORIGINAL

15099

D. In connection with the development of the Goldware Senior Housing, and as a condition of approval under CU-038-990, a secondary access easement for pedestrian and vehicular ingress and egress over and across the City's Goeske Center Parcel is to be obtained. Further, the Goeske Center Parcel is to provide an easement to the Goldware Parcel for cross lot drainage onto the access easement area. The City and the Foundation are willing to grant such easements, subject to the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the promises and covenants below, and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, and in order to meet those certain conditions imposed by the City, the parties hereby declare, covenant and agree as follows:

ARTICLE I DEFINITIONS

1.01. **"Agreement."** The term "Agreement" means this Easement for Secondary Access for Ingress and Egress and Maintenance Agreement, as it may be amended from time to time.

1.02. **"Drainage Filtration System."** The term "Drainage Filtration System" means those certain drainage facilities, including those certain fossil fuel filters installed in various drop inlet structures in the Goeske Center Parcel's parking lot.

1.03. **"Easement" or "Easements."** The term "Easement" or "Easements" means the non-exclusive secondary access easement for pedestrian and vehicular ingress and egress and/or the easement for cross lot drainage being granted herein to the Goldware Senior Housing Parcel for access over and through the Goeske Center Parcel, as more particularly described in Article II of this Agreement.

1.04. **"Easement Area."** The term "Easement Area" shall be defined as that portion of the Goeske Center Parcel contained within the Easements.

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 Agreement or under any lease, license, or other instrument or arrangement.

1.06. **"Owner."** The term "Owner" or "Owners" means GOLDWARE SENIOR HOUSING LIMITED PARTNERSHIP, and any successors in interest to the Goldware Senior Housing Parcel.

1.07. **"Parcel" or "Parcels."** The term "Parcel" or "Parcels" means the Goeske Center Parcel and Goldware Senior Housing Parcel, individually or collectively as the context may require.

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. **“User.”** The term “User” means all Persons who have been granted permission to use any portion of the Goeske Center Parcel, including the Owners, Occupants, employees, service and other personnel, invitees, customers, agents, and contractors.

1.10. **“Vehicle.”** The word “Vehicle” shall have the meaning set forth in Section 670 of the California Vehicle Code as of the date of this Agreement.

ARTICLE II EASEMENTS

2.01. **Grant of Easements.** The City and the Foundation, as the manager and operator of the Goeske Center, hereby grants to Owner a non-exclusive secondary use access easement for pedestrian and vehicular ingress and egress over the easterly 38.88 feet of the Goeske Center Parcel, which area is more particularly described in Exhibit “C” and depicted in Exhibit “D”, which Exhibits are attached hereto and incorporated herein by reference. The City further grants to the Goldware Senior Housing Parcel an easement for the flow of drainage waters over, along and across the Easement Area which area is described in Exhibit “C”.

2.02. **Restriction on the Easement.** The Access Easement created in Section 2.01 may not be transferred, assigned, or encumbered except as an appurtenance to the benefitted Parcel. The nature and purpose of the Easement is for secondary access to the Goldware Senior Housing Parcel. Primary access to the Goldware Senior Housing is to be through the main entrance on Streeter Avenue. At all times commercial vehicles of any nature or kind are prohibited from using and/or accessing the Easement for entry into or exit from the Goldware Senior Housing Parcel.

2.03. **No Public Dedication.** This Agreement may not be construed as providing a public dedication for either the Easement Area or any of the Goeske Center Parcel.

ARTICLE III MAINTENANCE

3.01. **Taxes.** The City shall be responsible for the payment of all taxes and assessments, except any taxes for possessory interest, applicable to the Easement Area. The Partnership recognizes and understands that this Agreement may create a possessory interest in the Easement Area, subject to property taxation pursuant to California Revenue and Taxation Code Section 107 and that the Partnership may be subject to the payment of property taxes levied on such interest if such a determination is made by the Riverside County Tax Assessor or other government entity with authority to make such determination.

The Partnership shall not permit or allow any lien to be placed or assessed upon the Goeske Center Parcel, or any improvements thereon.



3.02. Maintenance.

(a) The City shall be solely responsible for the performance of all maintenance and repair of the Easement Area, including the Drainage Filtration System. Except as specifically provided in subsections (b) and (c) below, the City shall be solely responsible for all costs related to the maintenance and repair of the Easement Area and the Drainage Filtration System.

(b) All costs reasonably and necessarily incurred by the City in maintaining and repairing the surface of the Easement Area, the drains and curbs appurtenant to and located within the Easement Area, and the landscaping associated with the Easement Area (the "Easement Area Maintenance Costs") and the maintenance of the fossil fuel filters located within the Drainage Filtration System (the "Filtration System Maintenance Costs") shall be apportioned between the parties, with the Owner, its successors and assigns, responsible for reimbursement to the City for thirty-three percent (33%) of the Filtration System Maintenance Costs and fifty percent (50%) of the Easement Area Maintenance Costs (collectively, the "Owner Percentage"). Within ninety (90) days after the end of each fiscal year (or portion thereof), the City shall provide to the Owner a written line-item summary of all Easement Area and Filtration System Maintenance Costs incurred during the preceding fiscal year. The Owner shall pay the Owner Percentage of such costs to the City within sixty (60) days of its receipt of such summary.

(c) To the extent any damage to the surface, drains, curbs or landscaping of the Easement Area, other than ordinary wear and tear, is caused by or attributable to either the City (including the Foundation) or the Owner (or any employee, agent, tenant, licensee, invitee or guest of either party), then such party shall bear the maintenance costs related thereto, but only to the extent such damage was caused by or attributable to such party (or any such employee, agent, tenant, licensee, invitee or guest of such party). This Section 3.02(c) shall not be used to limit or relieve the liability of any employee, agent, tenant, licensee, invitee, guest or other person who actually caused the damage. The obligations referred to in this Section are personal to the party incurring the liability or obligation and in no event shall such obligation be assumed by any successor or lender acquiring an interest in the Goeske Center Parcel or the Goldware Senior Housing Parcel. In the event the Owner, or its employees, agents, tenants, licensees, invitees or guests, are solely responsible for maintenance costs under this Section 3.02(c), the City shall be responsible for the performance of any necessary maintenance or repair, and the Owner shall reimburse the City the entire amount of the applicable maintenance costs. Such reimbursement shall be made within sixty (60) days of receipt of the charges, notwithstanding the procedure described in Section 3.02(b).

ARTICLE IV MISCELLANEOUS

4.01. Termination. The Easement created in Article II of this Agreement shall automatically terminate should the Goldware Senior Housing Parcel cease to be used as a 162-unit rental housing development for senior households. Otherwise, it shall terminate only upon the written consent, duly recorded, of the City Manager of the City of Riverside, or his designee, and Owner.



4.02. **Indemnity.** The Owner shall hold harmless, indemnify and defend the City and Foundation from and against any and all loss, damage, claim for damage, liability, expense or cost, arising from or related to the Owner's (or any employee, agent, tenant, licensee, invitee or guest of the Owner) use of the Easement including, but not limited to, any damage to property or injury to or death of any person. The indemnity shall cover the costs and expenses of the City and the Foundation, including reasonable attorneys' fees and costs related to any actions, claims, suits or judgments incident to any of the matters covered by such indemnity.

4.03 **Enforcement/Venue.** The terms of this Agreement may be enforced by the parties hereto, their successors or assigns, and by any successor in interest, lessee or tenant of any portion of the Goeske Center Parcel. The prevailing party in an action to enforce any of the terms of this Agreement shall be entitled to costs of suit including reasonable attorneys' fees. Any action at law or in equity brought by any party hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provision of law providing for a change of venue in such proceedings to any other county.

4.04. **Modification.** No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless same is in writing, consented to by the City Manager of the City of Riverside, or his designee, and signed by the parties hereto and recorded in the Official Records of Riverside County, California.

4.05. **Exhibits.** All Exhibits referenced in this Agreement and attached hereto are incorporated by reference into this Agreement.

4.06. **Nondiscrimination.** During the performance of this Agreement, the parties shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age (except in connection with the rental of a unit) physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, or sexual orientation, in regard to the use of the Parcels by the parties, their employees, agents, tenants, licensees, invitees or guests of any of the parties, or in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, the parties agree to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

4.07. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.



4.08. **Authority.** The individuals executing this Agreement each represent and warrant that they have the legal power, right and actual authority to bind their respective parties to the terms and conditions hereof and thereof.

4.09. **Entire Agreement.** 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. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

4.10. **Binding Effect.** All of the terms, covenants, and conditions shall inure to the benefit of and be binding upon the parties and their respective successors, including, without limitation, all subsequent owners of the Parcels benefited or burdened hereby or any portion thereof or interest therein and all persons claiming under them. Any person accepting a deed or other instrument conveying, granting or assigning any Parcel affected or benefitted by this Agreement or any portion thereof or interest therein shall take title subject to this Agreement and such person shall be deemed to have assumed all of the applicable obligations imposed on the parties with regard to such property regardless of whether this Agreement is mentioned in such deed or other instrument. It is the intent of the parties that the Easement granted and all the conditions and restrictions shall be covenants running with the land.

4.11. **No Waiver.** No waiver of, acquiescence in or consent to any breach of any term, covenant or condition hereof shall be construed as, or constitute a waiver of, acquiescence in or consent to, any other, further or succeeding breach of the same or any other term, covenant or condition.

4.12. **Notices/Payments.** All notices required under the terms of this Agreement shall be sent to the parties at the addresses set forth below:

City: City of Riverside
Real Property Services
3787 University Avenue
Riverside, California 92501
Attn: Real Property Services Manager

Partnership: Goldware Senior Housing Limited Partnership
11812 San Vicente Blvd., Suite 600
Los Angeles, California 90049-5063
Attn: Thomas L. Safran



Foundation: Janet Goeske Foundation
5257 Sierra Street
Riverside, California 92504
Attn: Chairman

All payments required under the terms of this Agreement shall be made payable to the "City of Riverside", and sent to City of Riverside, Central Cashiering, City Hall, 3900 Main Street, Riverside, California 92522.

Any notice or payment shall be deemed given and received when (i) personally delivered, (ii) seventy-two (72) hours after deposit into the United States mail, certified or registered, return receipt requested, or (iii) twenty-four (24) hours after sent by an overnight courier service, addressed to the appropriate foregoing address, or to such other address as a party may specify by written notice delivered as provided in this Section.

4.13 Counterparts. This Agreement may be simultaneously executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

4.14. Effective Date. This Agreement shall be in full force and effect upon its recordation with the Riverside County Recorder.

4.15. Titles and Headings. The titles and article or paragraph headings are inserted only for convenience, and are in no way to be construed as a part of this Agreement or as a limitation on the scope of the particular provisions to which they refer.

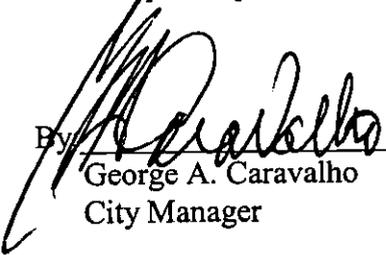
4.16. Attorneys' Fees. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs thereof, including reasonable attorneys' fees to be set by the court in such action.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date set forth above.

[Signatures on following page]



CITY OF RIVERSIDE,
a municipal corporation

By: 
George A. Carvalho
City Manager

GOLDWARE SENIOR HOUSING LIMITED
PARTNERSHIP, a California limited partnership

By: 
Thomas L. Safran
General Partner

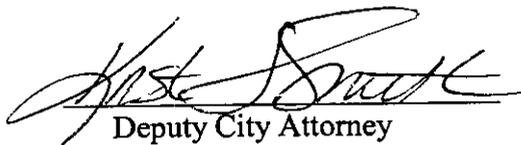
Attested by:


City Clerk Colleen J. Nicol

By: Housing Corporation of America,
a California nonprofit corporation,
Managing General Partner

By: _____
Its: _____

Approved as to form:


Deputy City Attorney

By: _____
Its: _____

Approved as to Content:

JANET GOESKE FOUNDATION,
a California nonprofit corporation

By: _____
Its: _____

By: _____
Its: _____



CITY OF RIVERSIDE,
a municipal corporation

GOLDWARE SENIOR HOUSING LIMITED
PARTNERSHIP, a California limited partnership

By: _____
George A. Carvalho
City Manager

By: _____
Thomas L. Safran
General Partner

Attested by:

City Clerk

By: Housing Corporation of America,
a California nonprofit corporation,
Managing General Partner

By: _____
Its: President Ronald Olson

Approved as to form:

Deputy City Attorney

By: _____
Its:

Approved as to Content:

JANET GOESKE FOUNDATION,
a California nonprofit corporation

By: _____
Its:

By: _____
Its:



CITY OF RIVERSIDE,
a municipal corporation

GOLDWARE SENIOR HOUSING LIMITED
PARTNERSHIP, a California limited partnership

By: _____
George A. Carvalho
City Manager

By: _____
Thomas L. Safran
General Partner

Attested by:

By: Housing Corporation of America,
a California nonprofit corporation,
Managing General Partner

City Clerk

By: _____
Its:

Approved as to form:

By: _____
Its:

Deputy City Attorney

Approved as to Content:

JANET GOESKE FOUNDATION,
a California nonprofit corporation

By: Paul Remy
Its: EXECUTIVE DIRECTOR

By: Walter W. [Signature]
Its: VICE CHAIRPERSON



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

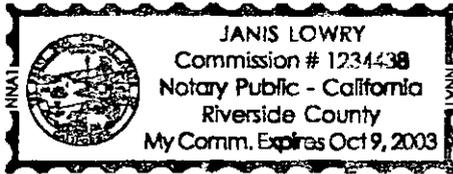
State of California }
County of Riverside } ss.

On January 27, 2003 before me, Janis Lowry, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared George A. Calavardo and Colleen J. Tweil
Name(s) of Signer(s)

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

to be the person(s) whose name(s) I 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.
Janis Lowry
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

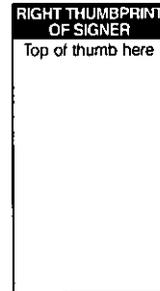
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



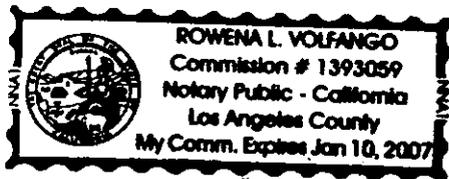
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Los Angeles } ss.

On MARCH 5, 2003 before me, Rowena L. Volfango, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared Thomas L. Safran
Name(s) of Signer(s)

personally known to me
 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.

Rowena L. Volfango
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Easement for Secondary Access for Ingress and Egress and Drainage and Maintenance Agreement
 Document Date: Nov. 25, 2002 Number of Pages: 8

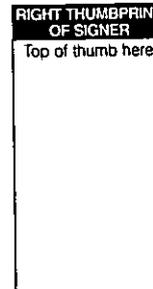
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



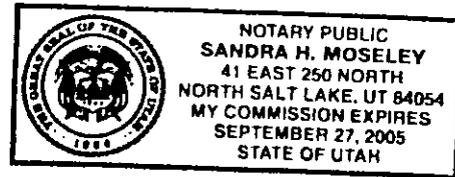
15099

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On Dec. 2, 2002, before me, Sandra H. Moseley, personally appeared Ronald Olson, 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 persons(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Sandra H Moseley

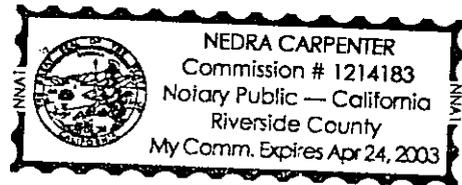


STATE OF CALIFORNIA)
)ss
COUNTY OF RIVERSIDE

On OCTOBER 11 2002, before me, NEDRA CARPENTER, the undersigned, a notary public in and for said State, personally appeared NOEL RENTZ, 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.

Nedra Carpenter
Notary Signature



STATE OF CALIFORNIA)
)ss
COUNTY OF RIVERSIDE

On OCTOBER 11 2002, before me, NEDRA CARPENTER, the undersigned, a notary public in and for said State, personally appeared WYLIE HOFFMAN, 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.

Nedra Carpenter
Notary Signature

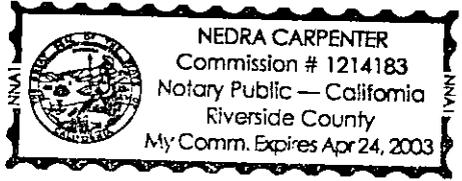


EXHIBIT "A"
(Goeske Center)



2003-199709
03/21/2003 08:00A
16 of 26

15099

EXHIBIT "A"

That certain parcel of land located in the City of Riverside, County of Riverside, State of California, described as follows:

That portion of the Northwest Quarter of the Southwest Quarter of Section 33, Township 2 South, Range 5 West, San Bernardino Meridian, as shown by United States Government Survey, described as follows:

COMMENCING at the intersection of the centerline of Sierra Street with the centerline of Streeter Avenue as shown by said Record of Survey on file in Book 43, Page 99 of Record of Surveys;

THENCE North $0^{\circ}00'09''$ West, along said centerline of Streeter Avenue, a distance of 315.01 feet to a line which is parallel with and distant 315.00 feet northerly, as measured at right angles, from said centerline of Sierra Street;

THENCE North $89^{\circ}26'30''$ East, along said parallel line, a distance of 44.00 feet to the easterly line of Streeter Avenue, as dedicated and accepted for public street purposes by the City Council of the City of Riverside by Resolution No. 14782, a copy of which was recorded September 22, 1982, as Instrument No. 163981 of Official Records of said Riverside County, and the POINT OF BEGINNING of the parcel of land being described;

THENCE North $89^{\circ}26'30''$ East, continuing along said parallel line, a distance of 248.00 feet to a point which lies 292.00 feet easterly of, as measured along said parallel line, from said centerline of Streeter Avenue;

THENCE North $59^{\circ}26'30''$ East, a distance of 62.00 feet;

THENCE South $30^{\circ}33'30''$ East, at right angle to the previous course, a distance of 70.44 feet to a line which is parallel with and distant 285.00 feet northerly, as measured at right angles, from said centerline of Sierra Street;

THENCE North $89^{\circ}26'30''$ East, along said last mentioned parallel line, a distance of 384.79 feet to the northerly prolongation of the westerly line of said South 228.00 feet of the East 66.00 feet of the West One-Half of the West One-Half of the Southeast Quarter of the Northwest Quarter of the Southwest Quarter of said Section 33;

THENCE South $0^{\circ}01'19''$ West, along said northerly prolongation of said westerly line, and along said westerly line, a distance of 252.01 feet to a line which is parallel with and distant 33.00 feet northerly, as measured at right angles, from said centerline of Sierra Street;

THENCE South $89^{\circ}26'30''$ West, along said last mentioned parallel line, a distance of

2003-198789
03/21/2003 08:08A 1
17 of 26



693.99 feet to the beginning of a non-tangent curve concaving northeasterly, having a radius of 39.50 feet and from which the radius bears North $31^{\circ}26'09''$ East;

THENCE westerly to the right along said curve through a central angle of $58^{\circ}33'42''$ an arc length of 40.37 feet to a line which is parallel with and distant 53.00 feet easterly, as measured at right angles, from said centerline of Streeter Avenue;

THENCE North $0^{\circ}00'09''$ West, along said last mentioned parallel line, a distance of 72.90 feet;

THENCE South $89^{\circ}59'51''$ West, a distance of 9.00 feet to said line which is parallel with and distant 44.00 feet easterly of the centerline of Streeter Avenue;

THENCE North $0^{\circ}00'09''$ West, along said last mentioned parallel line, a distance of 175.14 feet to the POINT OF BEGINNING; the preceding five courses being along the northerly line of Sierra Street and along said easterly line of Streeter Avenue as dedicated and accepted for public street purposes by the City Council of the City of Riverside by said Resolution No. 14782;

Area - 4.40 acres, more or less.

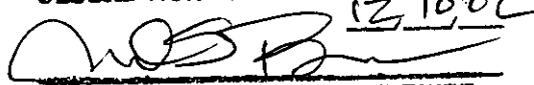
DESCRIPTION APPROVAL

SURVEYOR, CITY OF RIVERSIDE



EXHIBIT "B"
(Goldware Senior Housing)



2003-199709
03/21/2003 08:00A
19 of 26

15099

EXHIBIT "B"

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

That portion of the Northwest Quarter of the Southwest Quarter of Section 33, Township 2 South, Range 5 West, San Bernardino Meridian, as shown by United States Government Survey, described as follows:

BEGINNING at the northeast corner of Parcel 1 of Record of Survey on file in Book 43, Page 99 of Record of Surveys, records of Riverside County, California; said corner being in the North line of the Southwest Quarter of the Northwest Quarter of the Southwest Quarter of said Section 33;

THENCE North $89^{\circ}29'30''$ East, along said North line and along the easterly prolongation thereof to the northwest corner of Parcel 3 of Record of Survey, on file in Book 23, Page 41 of Record of Surveys, records of said Riverside County;

THENCE South $0^{\circ}01'20''$ West, along the westerly line of Parcels 3, 2 and 1 of said Record of Survey, on file in Book 23, Page 41 of Surveys, and along the West line of Lots 7, 6, 5, 4, 3, and 1 of Hardman Tract No. 2, as shown by map on file in Book 23, Page 24 of Maps, records of said Riverside County, and along the South prolongation thereof, 639.08 feet to a line which is parallel with and distant 25.00 feet North, as measured at right angles, from the centerline of Sierra Street;

THENCE South $89^{\circ}26'30''$ West, along said parallel line, a distance of 801.87 feet to a line which is parallel with and distant 30.00 feet East, as measured at right angles, from the centerline of Streeter Avenue; said parallel line also being the East line of that certain parcel of land described in deed to the City of Riverside by document recorded October 18, 1971, as Instrument No. 118453 of Official Records of said Riverside County;

THENCE North $0^{\circ}00'30''$ West, along said last mentioned parallel line, a distance of 553.77 feet to the South line of that certain parcel of land described in deed to the City of Riverside by document recorded October 6, 1964, as Instrument No. 121254 of Official Records of said Riverside County;

THENCE North $89^{\circ}29'30''$ East, along said South line and along the South line of Parcel 1 of said Record of Survey, on file in Book 43, Page 99 of Record of Surveys, a distance of 173.00 feet to the southeast corner of said Parcel 1;

THENCE North $0^{\circ}00'30''$ West, along the East line of said Parcel 1 of Record of Survey on file in Book 43, Page 99 of Record of Surveys, a distance of 86.00 feet to the POINT OF BEGINNING;



EXCEPTING THEREFROM the South 228.00 feet of the East 66.00 feet of the West One-Half of the West One-Half of the Southeast Quarter of the Northwest Quarter of the Southwest Quarter of said Section 33;

ALSO EXCEPTING THEREFROM that portion of said Northwest Quarter of the Southwest Quarter of Section 33, lying southerly of the following described line:

COMMENCING at the intersection of the centerline of Sierra Street with the centerline of Streeter Avenue as shown by said Record of Survey on file in Book 43, Page 99 of Record of Surveys;

THENCE North $0^{\circ}00'09''$ West, along said centerline of Streeter Avenue, a distance of 315.01 feet to a line which is parallel with and distant 315.00 feet northerly, as measured at right angles, from said centerline of Sierra Street, and the POINT OF BEGINNING of this line description

THENCE North $89^{\circ}26'30''$ East, along said last mentioned parallel line, a distance of 292.00 feet;

THENCE North $59^{\circ}26'30''$ East, a distance of 62.00 feet;

THENCE South $30^{\circ}33'30''$ East, at right angle to the previous course, a distance of 70.44 feet to a line which is parallel with and distant 285.00 feet northerly, as measured at right angles, from said centerline of Sierra Street;

THENCE North $89^{\circ}26'30''$ East, along said last mentioned parallel line, a distance of 384.79 feet to the northerly prolongation of the westerly line of said South 228.00 feet of the East 66.00 feet of the West One-Half of the West One-Half of the Southeast Quarter of the Northwest Quarter of the Southwest Quarter of said Section 33;

THENCE South $0^{\circ}01'19''$ West, along said northerly prolongation of said westerly line, a distance of 57.00 feet to the North line of said South 228.00 feet of the East 66.00 feet of the West One-Half of the One-West Half of the Southeast Quarter of the Northwest Quarter of the Southwest Quarter of said Section 33;

THENCE North $89^{\circ}26'30''$ East, along said last mentioned North line, a distance of 66.00 feet to the East line of that certain parcel of land described in deed to the City of Riverside by document recorded October 18, 1978, as Instrument No. 220248 of Official Records of said Riverside County, and the END of this line description;

ALSO EXCEPTING THEREFROM that portion of said Northwest Quarter of the Southwest Quarter of Section 33, lying within Streeter Avenue and Sierra Street as dedicated and accepted for public street purposes by the City of Riverside by Resolution No. 14782, a copy of which was recorded September 22, 1982, as Instrument No. 163981



of Official Records of said Riverside County.

Area - 6.38 acres, more or less.

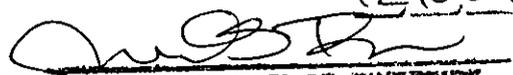
DESCRIPTION APPROVAL 12 10 07

SURVEYOR, CITY OF RIVERSIDE



EXHIBIT "C"
(Easement)



EXHIBIT "C"

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

That portion of the Northwest Quarter of the Southwest Quarter of Section 33, Township 2 South, Range 5 West, San Bernardino Meridian, as shown by United States Government Survey, described as follows:

BEGINNING at the intersection of the northerly line of Sierra Street with the westerly line of the South 228.00 feet of the East 66.00 feet of the West One-Half of the West One-Half of the Southeast Quarter of the Northwest Quarter of the Southwest Quarter of said Section 32; said northerly line of Sierra Street being in a line that is parallel with and distant 33.00 feet northerly, as measured at right angles, from the centerline of said Sierra Street;

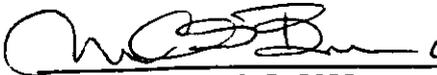
THENCE South $89^{\circ}26'30''$ West, along said northerly line, a distance of 38.88 feet;

THENCE North $0^{\circ}33'30''$ West, a distance of 252.00 feet to the northerly line of that certain parcel of land described in Certificate of Compliance document recorded May 31, 2000, per Document No. 2000-205118 of Official Records of Riverside County, California;

THENCE North $89^{\circ}26'30''$ East, along the northerly line of said parcel of land, a distance of 41.43 feet to the easterly line of said parcel of land;

THENCE South $0^{\circ}01'19''$ West, along said easterly line, a distance of 225.01 feet to the POINT OF BEGINNING.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

 6/25/02 Prep. Kop
Mark S. Brown, L.S. 5655 Date
License Expires 9/30/03



2003-199709
03/21/2003 08:00A
24 of 26

15099

