

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 2.14
(ID # 12199)**

MEETING DATE:
Tuesday, August 04, 2020

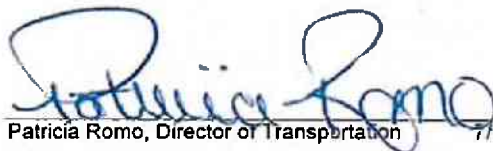
FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of Final Parcel Map 37399 a Schedule "E" Subdivision in the French Valley area. District 3. [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Improvement Agreement and Security for Final Parcel Map 37399 as approved by County Counsel;
2. Approve the Final Parcel Map; and
3. Authorize the Chairman of the Board to sign the Improvement Agreement and Final Parcel Map 37399.


ACTION:Consent


Patricia Romo, Director of Transportation 7/16/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: August 4, 2020
xc: Transp.

Kecia R. Harper
Clerk of the Board
By 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Applicant fees 100%.			Budget Adjustment:	N/A
			For Fiscal Year:	N/A

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Parcel Map 37399 was approved by the Board of Supervisors on September 25, 2018, as Agenda Item 19.3. Final Parcel Map 37399 is a 14.86 acre subdivision, creating 14 commercial parcels in the French Valley Area. This Final Map complies in all respects with the provisions of the Subdivision Map Act and applicable local ordinances. All necessary conditions of approval have been satisfied and departmental clearances have been obtained to allow for the recordation of the final map. The Transportation Department recommends approval of this final tract map.

All road and drainage, water, and sewer improvements associated with this subdivision are approved under Plot Plan 180016.

W Development Partners of Temecula LLC., desires to enter into an Agreement to guarantee the placement of survey monuments and has submitted an Agreement which has been approved by County Counsel. All costs for placement of the monuments will be the responsibility of the developer. The security posted by Endurance Assurance Corporation is as follows:

\$24,624 Bond#EACX4004941 for the completion of the monumentation.

Additional Fiscal Information:

All fees paid by the applicant. There is no general fund obligation.

ATTACHMENTS:

PM 37399 Mylars

PM 37399 Vicinity Map

PM 37399 Improvement Agreements (Monuments)

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**



Jason Farn, Principal Management Analyst 7/27/2020



Gregory V. Priamos, Director County Counsel 7/17/2020

**AGREEMENT
FOR THE PLACEMENT OF SURVEY MONUMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and W Development Partners of Temecula, LLC, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Parcel Map 37399**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to set, within **24** months from the date this agreement is executed, in a good and workmanlike manner, all survey monuments and tie points and to furnish to the County Surveyor tie notes for said tract in accordance with the standards set forth in Riverside County Ordinance No. 461 and Section 8771 et seq. of the Business and Professions Code of the State of California. Contractor further agrees to pay, within 30 days of presentation to contractor of the final billing of any surveyor or engineer for work performed by him as provides for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Contractor further agrees that if payment to the surveyor or engineer is not made within 30 days, the surveyor or engineer notifies County that he has not been paid for setting the final monuments, and the Board of Supervisors, pursuant to Section 66497 of the Government Code, after providing Contractor with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, orders that payment be made by County to the engineer or surveyor, Contractor will, upon demand, and without proof of loss by County, reimburse County for any funds so expended. Notwithstanding any other provisions herein, the determination of County as to whether the surveyor or engineer has been paid shall be conclusive on Contractor, its surety, and all parties who may have an interest in the agreement or any portion thereof.

All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Surveyor, and shall not be deemed complete until approved and accepted as complete by the County. The estimated cost of said work and improvements is the sum of **Twenty Four Thousand Six Hundred Twenty Four and no/100 Dollars (\$24,624.00)**.

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the County Surveyor. Contractor further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the monuments, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: County shall not, nor shall any officer or employee of County, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall County or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Contractor. Contractor agrees to protect, defend, and hold harmless County and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, its agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

AUG 04 2020 2:14

FOURTH: The Contractor hereby grants to County, the Surety upon any bond, and to the agents, employees and contractors of either or them, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the monumentation. This permission shall terminate in the event that Contractor or the Surety has completed work within the time specified or any extension thereof granted by the County. It is further agreed that Contractor shall have control of the ground reserved for the installation of said work, and the streets in which they are to be placed, as is necessary to allow Contractor to carry out this agreement.

FIFTH: Contractor agrees to file with County prior to the date this contract is executed, an acceptable and sufficient improvement security in an amount not less than the estimated cost of the work, as above specified, for the faithful performance of the terms and conditions of this agreement, and for the payment of the amount of the improvement security to the County for the benefit of any surveyor or engineer who has not been paid by the Contractor, as provided for by Section 66495 et seq. of the Government Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, Contractor shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

SIXTH: If contractor neglects, refuses, or fails to prosecute the work as to insure its completion within the time specifies, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Contractor shall be in default of this agreement. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor in such agreement, but said termination shall not affect or terminate any of the rights of County as against Contractor or its Surety then existing or which thereafter accrue because of such default. The determination of the County Surveyor of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, its Surety, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

SEVENTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Contractor further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

EIGHTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain that particular part, term or provision held to be invalid.

NINTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

County

Construction Engineer
Riverside County Transportation Dept.
2950 Washington Street
Riverside, CA 92504

Contractor

W Development Partners of Temecula, LLC
125 Stillman Street
San Francisco, CA 94107

IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

By See Attached

Print Name _____

Title _____

By _____

Print Name _____

Title _____

COUNTY OF RIVERSIDE

By: _____

Patricia Romo
Director of Transportation

see sheet 4

Date: _____

APPROVED AS TO FORM

County Counsel

By  _____

SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN DUPLICATE

COUNTY OF RIVERSIDE

Signed: 
V. MANUEL PEREZ

CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER,
Clerk of the Board

Signed: 
Deputy



W Development Partners of Temecula, LLC
A California limited liability company

BY: Mann Property Company
A California corporation
Its Manager

BY: Robert Mann

Print Name: Robert Mann

Title: CEO/ President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

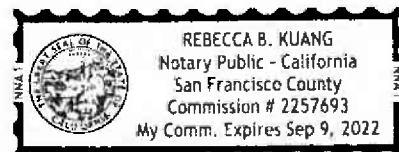
On 5/22/20 before me, Rebecca B Kuang, Notary Public
(insert name and title of the officer)

personally appeared Robert Mann
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



1. Work Order

INSTRUCTIONS: Fax completed form to (909) 358-6961 and submit original form to the Records Center with the records being transferred.

8/4/20 2.14
2021-1-148528



TRANSPORTATION DEPARTMENT

FORM 11 SUMMARY/ROUTING FORM

BOARD APPROVAL REQUIRED: ☒ Yes ☐ NoCOUNTY COUNSEL APPROVAL: ☒ Yes ☐ No☐ AGREEMENT/CONTRACT NO.:

REQUESTED BOARD DATE: 8/4/2020

CAN IT GO AT A LATER DATE: ☐ YES ☐ NO

<input type="checkbox"/> AMENDMENT	NO.	<input type="checkbox"/> CHANGE ORDER	NO.
<input type="checkbox"/> RESOLUTION	NO.	<input type="checkbox"/> ORDINANCE	NO.
<input type="checkbox"/> AWARD PACKAGE	<input checked="" type="checkbox"/> FINAL MAP	<input type="checkbox"/> ACQUISITION/EDA	<input type="checkbox"/> ADVERTISEMENT PACKAGE
<input type="checkbox"/> OTHER:	SUPERVISORIAL DISTRICT: 3		

PROJECT/SUBJECT:

FINAL PARCEL MAP NO: 37399 (Schedule "E")

DESCRIPTION: APPROVAL OF FINAL PARCEL MAP AND IMPROVEMENT AGREEMENTS

CONTRACTING PARTY: DENNIS ODENBAUGH	W.O. NO.: FPM37399 (TC-SU21)(DBF)
PROJECT MANAGER: DENNIS ODENBAUGH	EXTENSION: 5-1843
FORM 11 AUTHOR/CONTACT: DENNIS ODENBAUGH	EXTENSION:

FISCAL

AMOUNT: \$ (0)	CHANGE ORDER AMOUNT: \$
FUNDING SOURCE (S): Applicant Fees	FUNDING SOURCE(S):

ROUTING**SPECIAL ROUTING INSTRUCTIONS (e.g., who receives original agreements, companion item, rush, etc.):**

THE FINAL PARCEL MAP AND AGREEMENTS ARE TO BE EXECUTED BY THE CHAIRMAN OF THE BOARD. THE FINAL PARCEL MAP AND CC7R'S TO BE DELIVERED TO THE COUNTY RECORDER.

MINUTETRAQ (MT) NO:	TRANS TRACKING ID:	DATE RECEIVED:	INITIALS:
12199			

BOARD AGENDA DATE:

8/4/20

BOS ITEM NUMBER:

2.14

STATEMENT

STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON, BE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE 2 THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER 3 REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOTS "A" 4 THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: STORM DRAIN 1 LYING WITHIN PARCELS 1, 6, 10 & 14, AS SHOWN HEREON. THE DEDICATION IS FOR THE CONSTRUCTION 2 EASEMENT OF FLOOD CONTROL FACILITIES.

PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: TRAFFIC SIGNAL 1 CE EASEMENT LYING WITHIN PARCEL 1, AS SHOWN HEREON. THE DEDICATION IS FOR TRAFFIC SIGNAL 2 CE PURPOSES.

RETAIN THE EASEMENT INDICATED AS A PRIVATE ACCESS EASEMENT OVER ALL OF PARCELS 1 THROUGH 1 OWNERS WITHIN THIS PARCEL MAP.

NOTION OF DEDICATION OF LOT "A", BENTON ROAD AND LOT "B", LEON ROAD, THE OWNERS OF PARCELS 1 1 INCLUSIVE, AND PARCEL 12, ABUTTING THESE HIGHWAYS AND DURING SUCH TIME WILL HAVE NO RIGHTS 2 EXCEPT THE GENERAL EASEMENT OF TRAVEL, ALSO EXCEPTING ONE 75.93 FOOT ACCESS OPENING FOR 3 ONE 34.87 FOOT ACCESS OPENING FOR PARCEL 4, ONE 41.69 FOOT ACCESS OPENING FOR PARCEL 3 AND 4 1 ALL AS SHOWN HEREON. ANY CHANGE OF ALIGNMENT OR 2 RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE 3 TIED.

MENT PARTNERS OF TEMECULA, LLC A CALIFORNIA LIMITED LIABILITY COMPANY 1 OWN PROPERTY COMPANY, INC., A CALIFORNIA CORPORATION, ITS MANAGER

NAME: Robert T. Mann, Jr. 1 LE, PRESIDENT

CLARY STATEMENT

FINANCIAL REIT, LP, A DELAWARE LIMITED PARTNERSHIP AS BENEFICIARY UNDER DEED OF TRUST RECORDED 1 09, 2019 AS DOCUMENT NO. 2019-0502467 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. 2 THE FINANCIAL FUND GP, INC., A CALIFORNIA CORPORATION

E: Paul Rabinian 1 CEO

ACKNOWLEDGMENT

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
PARCEL MAP NO. 37399

BEGING A SUBDIVISION OF PARCEL B IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON LOT LINE ADJUSTMENT NO. 4444 RECORDED MARCH 14, 2002 AS DOCUMENT NO. 2002-130502 OF OFFICIAL RECORDS, AND PERFECTED IN DEED RECORDED JANUARY 1, 2006 AS DOCUMENT NO. 2006-0088567 OF OFFICIAL RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA ALSO BEING A PORTION OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, SMS ENGINEERING, INC.
DATE OF SURVEY: MAY, 2008

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF San Francisco)

On January 7, 2008 before me, Veronica Divola, Notary Public
A NOTARY PUBLIC PERSONALLY APPEARED Robert T. Mann Jr. WHO 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/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES), 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.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND
SIGNATURE Veronica Divola
(PRINT NAME)
MY PRINCIPAL PLACE OF BUSINESS IS IN San Francisco COUNTY
MY COMMISSION EXPIRES June 8, 2023
MY COMMISSION # 2292087

LAND SURVEY

THIS MAP WAS PREPARED WITH THE REQUIREMENT PARTNERS OF TEMECULA POSITIONS INDICATED AND THAT SAID NON PARCEL MAP SUBST

Devin Paul
DEVIAN PANTICH
PLS 8414
LICENSE EXPIRES

COUNTY SURV

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE STATE THAT THIS IS THE SAME AS IT APPEARS ON THE BOARD OF SUPERVISORS. I AM SATISFIED THIS

RECORDING DATE :

RIVERSIDE COUNTY RECORDER

NUMBER

DOCS

DPS

EXAMINER

CHICAGO TITLE

FOR RECORDER'S USE ONLY

FOR RECORDER'S USE ONLY

Documents will be recorded in the order submitted

FEES

TRANSFER TAX

DOCUMENT NUMBER

ORDER NUMBER

FEES

DOC

MISC.

1

124179

PCL
MAP
37399

2

3

4

5

6

7

8

9

10

11

12

X10

mylar copy
needed

13

14

15

16

17

18

19

20

21

22

RECORDER'S USE ONLY RECORDER'S USE ONLY RECORDER'S USE ONLY

RECORDER'S USE ONLY RECORDER'S USE ONLY RECORDER'S USE ONLY

Recorded at the Request of:
CHICAGO TITLE COMPANY

When Recorded Mail to:

Chicago Title Company
2365 Northside Drive #600
San Diego, CA 92108

PARCEL MAP NO. 37399

SUBDIVISION GUARANTEE



Chicago Title Company

Builders Services Division
2365 Northside Drive, Suite 500, San Diego, CA 92108 (619) 521-3400

PARCEL MAP GUARANTEE

Order No: 00124179-996-SD1-RT4
Dated as of: July 28, 2020 at 7:30 am

Fee:
Parcel Map No: 37399

CHICAGO TITLE INSURANCE COMPANY

a corporation, herein called the Company

GUARANTEES

The County of Riverside and any City within which said subdivision is located in a sum not exceeding \$10,000.00 that, according to those public records which, under the recording law, impart constructive notice of matters affecting the title to the land included within the exterior boundary shown on the map of the above referenced subdivision, the only parties having any record title interest in said land whose signatures are necessary, under the requirements of the Subdivision Map Act, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues, and other easements offered for dedication by said map are set forth in Schedule A.

CHICAGO TITLE INSURANCE COMPANY

Issuing Office:
2365 Northside Drive, Suite 500
San Diego, CA 92108
(619) 521-3400
(619) 521-3605 Fax

President

Secretary

Authorized Signature

SCHEDULE A

The map hereinbefore referred to is a subdivision of:

SEE ATTACHED DESCRIPTION

The parties hereinbefore referred to are:

OWNERS:

W DEVELOPMENT PARTNERS OF TEMECULA, LLC, a California limited liability company

TRUST DEED HOLDERS:

Parkview Financial REIT, LP, a Delaware limited partnership, as beneficiary under a Deed of Trust recorded December 6, 2019 as Document No. 2019-0502467 of Official Records of Riverside County, California

END OF SCHEDULE A

LEGAL DESCRIPTION

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

PARCEL MAP NO. 37399

BEING A SUBDIVISION OF PARCEL B IN THE COUNTY OF RIVERSIDE, STATE OF
CALIFORNIA, AS SHOWN ON LOT LINE ADJUSTMENT NO. 4444 RECORDED MARCH 14, 2002
AS DOCUMENT NO. 2002-130502 OF OFFICIAL RECORDS, AND PERFECTED IN DEED
RECORDED JANUARY 1, 2006 AS DOCUMENT NO. 2006-0068567 OF OFFICIAL RECORDS,
ALL IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA
ALSO BEING A PORTION OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 2 WEST,
SAN BERNARDINO MERIDIAN.

END OF LEGAL DESCRIPTION

Issuing Policies of Chicago Title Insurance Company

ORDER NO.: 00124179-996-SD1-RT4

Escrow/Customer Phone: (619) 521-3500

W. development Partners
125 Stillman Street
San Francisco, CA 94107
ATTN: Robert Mann
Email: robmann@frontlinecap.com
REF:

Title Officer: **Theresa Robertson**
Title Officer Phone: (619) 521-3552
Title Officer Fax: (619) 521-3608
Title Officer Email: theresa.robertson@ctt.com

PROPERTY: PM 37399, TEMECULA, CA

FIRST AMENDED PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a Florida corporation.


Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Chicago Title Company

By: 
Authorized Signature



By: 

ATTEST

President



Secretary



CHICAGO TITLE
Fidelity National Title
Commonwealth

2365 Northside Drive, Suite 600
San Diego, CA 92108
Phone: (619) 521-3500
Fax: (619) 521-3608

PRELIMINARY REPORT

EFFECTIVE DATE: February 20, 2020 at 7:30 a.m.

ORDER NO.: 00124179-996-SD1-RT4

The form of policy or policies of title insurance contemplated by this report is:

Guarantee

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

W DEVELOPMENT PARTNERS OF TEMECULA, LLC, a California limited liability company

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

See Exhibit A attached hereto and made a part hereof.

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCEL A AND PARCEL B IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON THAT CERTAIN LOT LINE ADJUSTMENT NO. 4412 RECORDED DECEMBER 13, 2001 AS DOCUMENT NO. 2001-620108 OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL A, SAID POINT BEING IN THE SOUTHEASTERLY LINE OF SAID WINCHESTER ROAD;

THENCE SOUTH 44° 14' 54" EAST ALONG THE NORTHEASTERLY LINE OF SAID PARCEL A, A DISTANCE OF 280.73 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 44° 14' 54" EAST, A DISTANCE OF 572.50 FEET;

THENCE SOUTH 89° 50' 55" EAST, A DISTANCE OF 422.75 FEET, MORE OR LESS, TO WESTERLY RIGHT-OF-WAY OF LEON ROAD;

THENCE SOUTH 00° 09' 05" WEST, ALONG THE WESTERLY RIGHT-OF-WAY OF LEON ROAD, A DISTANCE OF 576.17 FEET;

THENCE SOUTH 44° 59' 05" WEST, A DISTANCE OF 32.63 FEET, TO THE NORTHERLY RIGHT-OF-WAY OF BENTON ROAD;

THENCE SOUTH 89° 49' 05" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY OF BENTON ROAD, A DISTANCE OF 904.99 FEET;

THENCE NORTH 00° 10' 55" WEST, A DISTANCE OF 12.01 FEET, TO THE BEGINNING OF A NON-TANGENT CONCAVE NORTHERLY AND HAVING A RADIUS OF 1233.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05° 47' 21", A DISTANCE OF 124.58 FEET TO A POINT, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT BEARS SOUTH 05° 36' 26";

THENCE NORTH 24° 44' 45" EAST, A DISTANCE OF 739.77 FEET TO THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID PARCEL A, WITH A LINE THAT IS PARALLEL WITH AND DISTANT SOUTHWESTERLY 170.00 FEET, MEASURED AT RIGHT ANGLES, FROM SAID NORTHEASTERLY LINE OF PARCEL A;

THENCE NORTH 44° 14' 54" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 286.13 FEET;

THENCE NORTH 45° 45' 06" EAST A DISTANCE OF 170.00 FEET TO THE TRUE POINT OF BEGINNING.

SAID LAND IS ALSO DEPICTED AS "PARCEL B" OF THAT CERTAIN LOT LINE ADJUSTMENT NO. 4444 RECORDED MARCH 14, 2002 AS INSTRUMENT NO. 2002-130502 OFFICIAL RECORDS.

APN: 963-060-032

EXCEPTIONS

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2020-2021.

B. An assessment by the improvement district shown below:

Assessment (or Bond) No.: AD #6
District: Eastern Municipal Water District
Bond issued: August 01, 1988

Said assessment is collected with the property taxes.

C. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

1. Water rights, claims or title to water, whether or not disclosed by the public records.

2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

In favor of: California Electric Power Company, a corporation
Purpose: pole lines, conduits and underground facilities
Recording Date: January 09, 1947
Recording No: Book 805, Page 497 Official Records

3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters shown on

Map: Record of Survey
Recording No: Book 56, Page 20

4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

In favor of: General Telephone Company of California, a corporation
Purpose: public utilities
Recording Date: March 07, 1974
Recording No: 26521 Official Records

5. Matters contained in that certain document

Entitled: Agency Agreement No. 726
Recording Date: May 07, 1979
Recording No: 92330 Official Records

Reference is hereby made to said document for full particulars.

EXCEPTIONS
(Continued)

6. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: April 21, 1987
Recording No: 109408 Official Records

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

Modification(s) of said covenants, conditions and restrictions

Recording Date: October 29, 1991
Recording No: 1991-374212 Official Records

7. Matters contained in that certain document

Entitled: Easement Agreement and Covenant Running with the Land
Recording Date: July 20, 1990
Recording No: 267625 Official Records

Reference is hereby made to said document for full particulars.

8. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: December 03, 2004
Recording No: 2004-0965421 Official Records

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

9. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: December 29, 2004
Recording No: 2004-1028120 Official Records

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

EXCEPTIONS
(Continued)

10. Matters contained in that certain document

Entitled: Covenant and Agreement Regarding Water Quality Management Plan BMP, Consent to
Inspect, Maintenance and Indemnification
Recording Date: August 07, 2019
Recording No: 2019-0298725 Official Records

Reference is hereby made to said document for full particulars.

11. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$19,800,000.00
Dated: December 03, 2019
Trustor/Grantor W Development Partners of Temecula, LLC, a California limited liability company
Trustee: Old Republic Title Company
Beneficiary: Parkview Financial REIT, LP, a Delaware limited partnership
Recording Date: December 06, 2019
Recording No: 2019-0502467 Official Records

**PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH
FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.**

END OF EXCEPTIONS

REQUIREMENTS SECTION

NONE

END OF REQUIREMENTS

INFORMATIONAL NOTES SECTION

NONE

END OF INFORMATIONAL NOTES

Theresa Robertson/aag

**RECORDING REQUESTED BY: AND
WHEN RECORDED MAIL TO:**

W Development Partners of Temecula LLC
125 Stillman St.
San Francisco, California 94107
Attn: Rob Mann

APNs: 963-060-032

Space Above This Line Is For Recorder's Use Only

**DECLARATION AND ESTABLISHMENT
OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
AND GRANT OF EASEMENTS**

**DECLARATION AND ESTABLISHMENT
OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
AND GRANT OF EASEMENTS**

THIS DECLARATION AND ESTABLISHMENT OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS (this "Declaration") is made as of the ____ day of _____, 2020, by W DEVELOPMENT PARTNERS OF TEMECULA LLC, a California limited liability company ("Declarant").

RECITALS

A. Declarant is the owner of certain parcels of real property located in an unincorporated area known as French Valley, in the County of Riverside, State of California, more particularly described on Exhibits A attached hereto (the "Property"), upon which Declarant intends to develop an integrated retail and/or commercial project commonly known as "French Valley Commons."

B. Declarant intends to subdivide the Property into (i) six (6) parcels identified as Retail Phase 1 on the site plan attached hereto as Exhibit B (the "Site Plan"), (ii) two (2) parcels identified as Retail Phase 2 on the Site Plan; (iii) three (3) parcels identified as Business Park Phase 1 on the Site Plan; (iv) four (4) parcels identified as Business Park Phase 2 on the Site Plan; (collectively, the "Parcels"). The Parcels are sometimes referred to in this Agreement individually as a "Parcel" and collectively as the "Parcels".

C. Declarant plans to develop and plan for the development of an integrated retail and/or commercial project to be known generally as French Valley Commons (the "Project"), which shall consist of a shopping center comprising of the Parcels identified as Retail Phase 1 and Retail Phase 2 (the "Shopping Center") and a business park consisting of the Parcels identified as Business Park Phase 1 and Business Park Phase 2 (collectively, as the "Business Park").

D. The Shopping Center and Business Park shall constitute the Project and shall be developed for the mutual benefit of all real property in the Project and, for such purposes, does hereby fix and establish the "Restrictions" (as hereinafter defined), upon and subject to which all of the Project, or any part thereof, shall be improved, held, leased, sold and/or conveyed.

E. It is the intent of this Declaration that each and all of the easements, covenants, conditions and restrictions set forth in this Declaration are for the mutual benefit of the Parcels and every portion of each thereof (except to the extent otherwise stated herein). Each and all of the easements, covenants, conditions, restrictions, liens and charges set forth in this Declaration shall run with the land of each of the Parcels and every portion of each thereof, and shall apply to and bind the respective successors in interest to each of the Parcels and every portion of each thereof, for the benefit of each of the other Parcels and every portion of each thereof (except to the extent otherwise stated herein). Each and all of the easements, covenants, conditions, restrictions, liens and charges set forth in this Declaration are imposed on each portion of and interest in each of the Parcels as mutual equitable servitudes in favor of each and all other portions of and interests in the Parcels and constitute covenants running with the land pursuant to applicable law, including, without limitation, Section 1468 of the Civil Code of the State of California.

ARTICLE 1 DEFINITIONS

1.1 "Assessment Lien" shall mean that lien created by reason of the delinquency described in and upon recordation of the "Notice of Assessment Lien" (as hereinafter defined).

1.2 "Building" shall mean any enclosed structure designated for the exclusive use of an occupant or multiple occupants, as the case may be, placed, constructed or located on a Parcel, which for the purpose of this Declaration shall include any appurtenant supports, service areas and other outward extensions.

1.3 "Building Area" shall mean the limited areas of the Project within which Buildings may be constructed, placed or located. Building Areas are designated on the Site Plan.

1.4 "Common Area" shall mean all the areas within the exterior boundaries of the Project which are made available for the general use, convenience and benefit of all "Permittees" (as hereinafter defined), as determined by Declarant in its sole discretion. Without limitation, Common Areas shall include the following areas within the exterior boundaries of the Parcels: (i) all parking areas and multi-level parking decks; (ii) all roadways and driveways; (iii) all sidewalks and walkways; and (iv) all landscaped and planted areas, but shall exclude "Telecommunications Facilities" (as hereinafter defined).

1.5 "Common Area Maintenance Expenses" shall mean and include all reasonable costs and expenses of every nature and kind as may be actually paid or incurred by the Declarant (including appropriate reasonable reserves as approved by the Declarant) in operating, managing, equipping, lighting, repairing, decorating, replacing, repairing, improving and maintaining the Common Area (including but not limited to certain parkways that may be located contiguous to or within the Project) and in providing such security and other protection for the Project as the Declarant deems necessary. The Common Area Maintenance Expenses shall include, but shall not be limited to, general maintenance and repairs; resurfacing, repaving, striping and cleaning the Common Area; maintenance and repair of landscaping and irrigation systems (including maintenance and irrigation of landscaping in the public right of way, as may be required by the County of Riverside); maintenance replacement and repair of Project signs, directional signs, lighting systems, vertical transportation systems (if any) and those items referred to in Section 4.2(e); janitorial services; maintenance and repair of fire protection systems located in the Common Area, storm drainage and sanitary sewer systems, trash disposal or other utility systems; the cost of water service, electricity and other utility costs incurred in connection with the Common Area; the cost of advertising and promoting the Project to potential customers or clients of Project occupants; the wages and related payroll costs of personnel employed by the Declarant to implement services furnished by the Declarant; premiums for commercial general liability insurance and property damage insurance maintained by Declarant in connection with the Common Area; all costs incurred by Declarant under any stormwater maintenance agreement that Declarant may be required or will enter into with any third party pursuant to which Declarant will incur costs relating to the maintenance of certain stormwater detention and related facilities on or about and/or adjacent to the Project; all costs incurred by Declarant with maintaining, repairing, improving and replacing the detention basin plus any reasonable reserves that Declarant in its reasonable judgment deems advisable; fees for required licenses and permits; supplies; reasonable depreciation on maintenance and operating machinery and equipment (if owned by the Declarant) and rental paid for such machinery and equipment (if rented), provided that no "Owner" (as hereinafter defined) has previously been assessed for the costs and expenses of acquiring such machinery and equipment and only to the extent such machinery and equipment is actually used on the Common Area, such depreciation and rentals to be allocated based upon the actual use of such equipment and machinery in the Project; the administrative fee imposed pursuant to Section 5.14 below; and the costs

and expenses incurred by the Declarant in enforcing this Declaration and in preparing, recording and foreclosing assessment liens as to the extent not recovered by an Owner as provided in Article 7 below.

1.6 "Declarant" shall mean the party named as Declarant in the opening paragraph of this Declaration, and such party's successors or assigns, if either (a) such successors and assigns are specifically granted the rights and powers, if any, and burdened with the duties, if any, of the Declarant hereunder by a recorded instrument of conveyance and/or assignment executed by the assigning Declarant and the assignee or (b) such successors or assigns succeed to all Declarant's real property interests in and to the Project at the time of such transfer by operation of law including any mortgagee that acquires title to Declarant's real property interests in and to the Project by judicial or non-judicial foreclosure of its mortgage or by a deed-in-lieu thereof. A Declarant hereunder must also be an Owner, except upon the approval of the Owners of all Parcels.

1.7 "Declaration" shall mean this Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements.

1.8 "Default Rate" shall mean that annual rate of interest equal to the interest rate per annum published by the Wall Street Journal as the prime rate (or in the event the Wall Street Journal no longer publishes a prime rate, then the prime rate or reference rate announced by the then largest chartered bank in California in terms of deposits) from time to time plus two percentage (2%) points per annum, but in no event more than any maximum rate of interest permitted by law.

1.9 "First Year" shall mean the first full calendar year following the Partial Year.

1.10 "Governmental Restrictions" shall mean any or all laws, statutes, ordinances, codes, decrees, rulings, regulations, writs, injunctions, orders, rules, conditions of approval or authorization of any governmental entity, agency or political subdivision, whether now in force or which may hereafter be in force.

1.11 "Improvement" shall mean any improvement constructed or installed above or below ground, including without limitation all Buildings, parking areas, roadways, walkways, curbs, gutters, fences, walls, poles, signs, exterior lighting and lighting standards, exterior air conditioning equipment, hedges, berms, trash enclosures, the paint on all Buildings, landscaping, irrigation facilities, trees, shrubs, courts, plazas, balconies, planters, stairways, ramps, utility lines, pipes and conduits and any replacements, additions, repairs or alterations thereto of any kind whatsoever.

1.12 "Mortgage" shall mean an indenture of mortgage or deed of trust on a Parcel or, a "Sale and Leaseback" (meaning a transaction whereby an Owner conveys its fee or a leasehold estate in such Parcel and such conveyance is followed immediately by a leaseback or sub-leaseback of the entire interest so conveyed or the improvements thereupon to such Owner, or to a party wholly controlled by such Owner).

1.13 "Mortgagee" shall mean any mortgagee under a Mortgage, or trustee or beneficiary under a deed of trust constituting a lien on all or any portion of any of the Parcels or any leasehold interest in the Parcels, or on any ground lessor under any ground lease or master lessor under any master lease with respect to all or any portion of any of the Parcels. The interest held by any Mortgagee in any Parcel shall be subordinate to this Declaration.

1.14 "Notice" shall mean a written notice that the Declarant is in default in performing its duties pursuant to this Declaration.

1.15 "Notice of Assessment Lien" shall mean a notice recorded in the office of the County Recorder, Riverside County, California, and such other place as may be required by law, by any person to whom any assessment or other sum of money payable by any Owner pursuant to any provision of this

Declaration stating that said assessment or sum has not been paid and that the applicable grace period for such payment (if any) has expired.

1.16 "Owner" shall mean each person, who, at any given time, holds fee title to any full Parcel, or a ground lessee of any full Parcel (provided the Owner of such Parcel so designates such party, which designation must be set forth in a written statement recorded in the office of the County Recorder, Riverside County, California).

1.17 "Parcel" or "Parcels" shall mean those several parcels as referenced in Recital A hereinabove and which together comprise the Project and such further subdivision of any such Parcel as approved by Declarant. Subject to applicable laws concerning legal parcelization, Declarant may, in Declarant's sole and absolute discretion, create additional legal lots within the Project (by subdivision or otherwise) and designate them as "Parcels".

1.18 "Parcel Land Area" shall mean the actual square footage of land area contained within a Parcel, as measured from the exterior boundaries of the subject Parcel, plus an allocation of any additional land area in the Common Area required to support the development on the subject Parcel, as reasonably determined by Declarant.

1.19 "Parcel Owner" shall mean the Owner, and its successors and assigns in and to any Parcel. No ground lessee of a Parcel shall be considered a Parcel Owner, unless the Owner of such Parcel so designates such party, which designation must be set forth in a written statement recorded in the office of the County Recorder, Riverside County, California. No ground lessee shall be considered a Parcel Owner unless, subject to the foregoing, such ground lessee leases an entire Parcel.

1.20 "Partial Year" shall mean the initial fractional calendar year following the completion of the Common Area of the Project.

1.21 "Parties" shall mean the Parcel Owners.

1.22 "Permittees" shall mean the Owners of any and all portions of the Project and their respective heirs, successors, assigns, grantees, tenants and subtenants and all persons who now hold, or hereafter hold, portions of real property within the Project, or any leasehold estate, or building space thereon; and respective tenants or subtenants thereof; and the officers, directors, concessionaires, agents, employees, contractors, customers, visitors and licensees and invitees of any of them.

1.23 "Person" shall mean any natural person, partnership, trust, corporation, limited liability company or other legal entity.

1.24 "Prohibited Uses" shall mean any use or operation prohibited under any existing lease or other agreement affecting or relating to the Project (to the extent any such lease or other agreement is in effect) or which is objectionable to the development or operation of the Project as a first class retail and/or commercial project, as so operated, as determined exclusively by Declarant, in Declarant's sole and absolute discretion. Included among the uses or operations which Declarant has determined to be prohibited and objectionable are the following uses or operations, or any uses or operations which produce, are accompanied by or involve the following characteristics or uses which may violate the exclusive uses that have been or are being granted to another existing lease within the Project, which list is not intended to be all-inclusive:

- a) Any use which would direct a steady light or flashing light of red, white, green, or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following takeoff or toward an aircraft engaged in a straight final approach toward a landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator;

b) Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft engaged in a straight final approach towards a landing at an airport;

c) Any use which would generate smoke or water vapor or which would attract large concentrations of birds, or which may otherwise affect safe air navigation within the area. (Such uses include landscaping utilizing water features, aquaculture, production of cereal grains, sunflower, and row crops, composting operations, trash transfer stations that are open on one or more sides, recycling centers containing putrescible wastes, construction and demolition debris facilities, fly ash disposal, and incinerators.);

d) Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation;

e) Children's schools, day care centers, libraries, hospitals, skilled nursing and care facilities, places of worship, critical community infrastructure facilities, aboveground bulk storage of more than 6,000 gallons of hazardous or flammable materials, highly noise sensitive outdoor nonresidential uses, and hazards to flight;

f) Any use by Owner or a tenant within the Project which would violate the exclusive use rights that have been granted to another Owner or tenant within the Project; and

g) Any prohibition set forth in the "Telecommunications Easements" (as hereinafter defined), including, without limitation, the restrictions contained in Section 4.6(e) below.

1.25 "Restrictions" shall mean those easements, covenants, restrictions, liens and charges fixed and established upon the Project pursuant to this Declaration.

1.26 "Telecommunications Distribution Center", if applicable, shall mean that space or spaces within the Improvements leased by "Telecommunications Operator" (as hereinafter defined) for the purpose of locating equipment and facilities through which Telecommunications Operator and/or the "Telecommunications Service Providers" (as hereinafter defined) can connect the central telecommunications cabling distribution system within the Project to any cables, wires, fiber optics or other such facilities located within the public rights of way adjacent to the Project. If applicable, the Telecommunications Distribution Center shall serve as the minimum entry demarcation point for Telecommunications Service Providers.

1.27 "Telecommunications Easements" shall mean those easements reserved in Section 4.6 below.

1.28 "Telecommunications Facilities" shall mean (1) Improvements, equipment and facilities for (i) telecommunications, (ii) transfer of audio, video and data signals, (iii) transfer of any other signals used for transmission of intelligence by electrical, light wave, wireless frequencies or radio frequencies, and (iv) any other methods of communication and information transfer, (2) all associated Improvements, equipment and facilities, including but not limited to antennas, towers, broadcasting and receiving devices, conduits, junction boxes, wires, cables, fiber optics, and any other necessary or appropriate enclosures and connections, and (3) power generation serving the Improvements, equipment and facilities described in subparts (1) and (2) of this sentence. Declarant intends to have the term "Telecommunications Facilities" be interpreted as broadly as possible and to include facilities used for new technology that replaces the

Telecommunications Facilities that are used when this Declaration is recorded. If there is a doubt as to whether an item fits within the definition of Telecommunications Facilities, the term is to be interpreted to include that item..

1.29 "Telecommunications Operator" shall mean Declarant and its successors and assigns who have been granted rights and/or interests as a Telecommunications Operator.

1.30 "Telecommunications Services" shall mean (i) operating, distributing, transmitting and providing telecommunication and associated services (including, without limitation, audio, video and data signals) by means of the Telecommunications Facilities, together with (ii) installing, constructing, operating, maintaining, enhancing, creating, repairing, replacing, relocating and removing all or any portion of the Telecommunications Facilities.

1.31 "Telecommunications Service Provider" shall mean an entity other than Telecommunications Operator which provides (or will provide) Telecommunications Services to a "Teleco User" (as hereinafter defined).

1.32 "Teleco User" shall mean an Owner or Permittee occupying space within the Improvements constructed on such Owner's Parcel.

ARTICLE 2

USE IN GENERAL

2.1 Lawful Use.

(a) The Project may be used for any lawful retail or commercial purpose not specifically prohibited herein. No portion of the Project shall be used for a Prohibited Use. Notwithstanding anything to the contrary contained herein, following the transfer of any Parcel to an Owner other than Declarant, the use conducted on such Parcel shall not be changed without the prior written approval of Declarant.

(b) No Permittee shall use, or permit to be used, the sidewalks within the Project or any other portion of the Common Area of the Project for the placement, operation and maintenance of any displays (other than sidewalk sales, which are discussed in Section 2.1c below), vending machines, rides, or other items, without Declarant's prior written consent, which consent may be given or withheld in Declarant's sole and absolute discretion.

(c) No Permittee shall use, or permit to be used, the sidewalks within the Project or any other portion of the Common Area of the Project for the sale or display of any merchandise, or any other business, occupation or undertaking, without Declarant's prior written consent, which consent may be given or withheld in Declarant's sole and absolute discretion.

(d) Notwithstanding any provisions to the contrary contained herein, a change in the use of any Parcel that causes a deviation from the Planning Department Conditions of Approval and/or material changes to the Project as approved is subject to the prior written consent of the Planning Department or the County's successor-in-interest.

2.2 Zoning. This Declaration shall be subject to applicable zoning laws.

ARTICLE 3 CONSTRUCTION

3.1 Buildings Only in Building Area. No Building or structure of any kind shall be erected, placed or maintained on any portion of the Project except upon those portions designated by Declarant or identified as Building Area on the Site Plan.

3.2 Initial Building Approval. No Owner shall commence or permit the commencement of construction or installation of any sign, Building, landscaping or other structure or improvement within the Project unless (as applicable) the design, architecture, exterior elevations, configuration, height, dimensions, landscape design, location, exterior finishes, materials, colors and other attributes thereof shall have first been approved in writing by the Declarant in its sole and absolute discretion. No Owner shall make any material alterations to any of the foregoing matters without first obtaining a similar approval from Declarant as to such alteration.

3.3 Alteration Approval. In order to maintain the architectural and functional harmony of the Project, no sign, Building, landscaping or other structure or improvement within the Project shall be reconstructed, altered, added to or maintained in such a fashion as to alter, in any material respect, the architectural appearance, color, character or motif or functional purpose of such item, unless such alteration is first approved in writing by the Declarant in its sole and absolute discretion. Such approval shall be given or withheld in writing within thirty (30) days after receipt of written request and receipt by Declarant of detailed plans and specifications therefor. Failure to respond in writing to a written request for such approval within thirty (30) days of its receipt shall constitute disapproval of such construction, reconstruction or alteration. All alterations or improvements shall be constructed in strict accordance with the plans and specifications approved by Declarant. No material deviation shall be made from such plans and specifications without Declarant's prior written approval.

3.4 Construction Procedures.

(a) All construction activities within the Project shall be performed in a good and workmanlike manner, using first class materials, and in compliance with all laws, rules, regulations, orders, and ordinances of the city, county, state, and federal governments, or any department or agency thereof, having jurisdiction over the Project.

(b) All construction activities within the Parcels shall be performed in accordance with the following provisions:

(i) so as not to unreasonably interfere with any construction work being performed on the remainder of the Parcels, or part thereof; and

(ii) so as not to unreasonably interfere with the use, occupancy or enjoyment of the remainder of the Project or part thereof or the business conducted by any other Owner or Permittees.

(c) When an Owner is constructing, reconstructing, repairing, maintaining, remodeling, or enlarging any improvements on its Parcel, such Owner shall establish a staging and storage area on its Parcel prior to commencing such work. Notwithstanding anything to the contrary contained herein, such staging and storage areas (i) shall not unreasonably interfere with access between the other areas of the Project, with the use of any other Parcel, or with the operation of any business on any other Parcel by the Permittees thereof (such Permittees to have free and unobstructed access to the loading docks, compactors, sidewalks and entrances and exits), (ii) shall be subject to the approval of Declarant, in its sole and absolute discretion. If substantial work is to be performed, such Owner, at the request of

Declarant or any other Owner of a Parcel which would be materially and adversely affected by such staging or storage area, shall fence off such staging and storage area. Upon completion of such work, such staging and storage area shall be restored to a condition at least equal to that existing prior to commencement of such work. Except in cases of emergency and except for restoration or repair necessitated by casualty or condemnation, no exterior construction or material exterior maintenance and repair work shall be conducted within the Project during the months of November and December without the prior written approval of Declarant, in its sole and absolute discretion. Correspondingly, no staging and storage areas shall be established and maintained within the Project during such restricted months.

(d) Each Owner shall diligently complete all construction activities within its Parcel as quickly as possible, shall regularly clean the roadways and driveways used by its construction vehicles of mud, dirt and construction debris, and upon completion of all construction activities shall promptly restore such affected roadways and driveways to a condition which is equal to or better than the condition which existed prior to the commencement of such work.

(e) Each Owner shall indemnify, defend and hold harmless each other Owner from and against any and all claims, losses, damages, liabilities, injuries, costs and expenses, including, without limitation, reasonable attorneys fees, because of personal injury or death of persons or destruction of property arising from or as a result of construction by such Owner on its Parcel, except for claims caused by the negligence or willful act or omission of the indemnified Owner, its licensees, concessionaires, agents, servants, or employees.

3.5 Antennae/Roof Structures. Notwithstanding anything to the contrary contained in this Declaration, no antennae, dish or other communications or other equipment shall be constructed or installed on the roof or exterior of any structure within the Project unless the same is first approved in writing by the Declarant and Telecommunications Operator, each in its sole and absolute discretion.

ARTICLE 4 **PROJECT EASEMENTS**

4.1 Grant of Easements. The Declarant hereby establishes and grants to, and each other person who becomes an Owner shall, immediately upon becoming such an Owner and without further act, be deemed to have established and granted to, all other Owners and all tenants, occupants of the Project, their guests, employees, invitees, permittees, licensees, patrons and customers, irrevocable, non-exclusive easements over, across, upon and beneath the portions of the Common Area owned by such Owner and designated from time to time by Declarant for the purposes set forth in Section 4.2. Nothing in this Section or elsewhere in this Declaration shall be deemed to be or constitute a gift or dedication of any portion of the Project to the general public or for any public use or purpose whatsoever.

4.2 Easement Purposes. The easements granted pursuant to this Article shall be for the following purposes:

(a) The parking of passenger vehicles in all designated parking areas wherever located within the Project including the parking areas within the Parcels on or about the Property and the pedestrian and vehicular traffic of all Permittees.

(b) The ingress and egress of any Permittees and the vehicles thereof to and from any portion of the Common Area and the public streets adjacent to the Common Area.

(c) The installation, operation, maintenance, repair, replacement, relocation and removal of sanitary sewers, storm drains, water and gas mains, electric power lines and conduits, telephone lines and conduits, television cables, vaults, manholes, meters, pipelines, valves, hydrants, sprinkler controls and related utility and service facilities serving any part of the Project (excepting, however, any Telecommunication Easements), all of which (except hydrants and transformers and other installations as may be requested by the utility company) shall be even with or below the surface of the Common Area or within Common Area walls or as otherwise directed by Declarant. All Owners shall cooperate in the granting of appropriate and proper easements to each other or to utility companies and governmental authorities for the installation, operation, maintenance, repair, replacement, relocation and removal of the facilities set forth above. The original location of the facilities set forth above shall be subject to the approval of the Declarant. Each Owner shall have the right to enter upon any portion of the Common Area as may be necessary or appropriate in order to accomplish the installation, operation, maintenance, repair, replacement, relocation and removal of the facilities referred to above; provided, however, each Owner does not unreasonably interfere with the use of the Common Area by Permittees and that no relocation or removal of any such facilities shall be made without the prior written consent of the Declarant and the Telecommunications Operator.

(d) Pedestrian and vehicular movement by Permittees to and from adjacent streets and between businesses and occupants located or to be located within the Project.

(e) The construction, replacement and reconstruction of parking sites or stalls, flag poles, sidewalks, ramps (excluding loading ramps), driveways, lanes, curbs, directional and other signs, gutters, traffic control areas, traffic islands, traffic and parking lighting facilities, perimeter walls, pedestrian walkway or landscaped areas, including planters, planting boxes, edgers, fountains, valves and customer conveniences, such as mail boxes, public telephones and benches for the comfort and convenience of Permittees; provided, however, that the Declarant shall first approve of all such facilities and that such facilities do not materially affect the access, visibility or parking of the property or Building of any Owner.

(f) The maintenance and repair of any of the items referred to in Section 4.2(e) above.

(g) The maintenance and irrigation of landscaping in the public right of way, as may be required by the County of Riverside.

(h) The ingress and egress of delivery and service trucks and vehicles to and from the Building Areas or any portion thereof and the public streets adjacent to the Project, for the delivery of goods, wares, merchandise and the rendering of services to all persons or other entities who may lease portions of the Building Areas. Each tenant or other occupant of the Project shall use commercially reasonable efforts to have deliveries made within the areas designated for such purposes by Declarant. In the event it is necessary that deliveries be made other than in the areas designated by Declarant, such deliveries shall be made so as to cause the least amount of interference with the use of adjacent portions of the Common Area.

(i) Trash, refuse and garbage container storage areas if indicated as Common Area on the Site Plan and areas for the parking of the automobiles of employees of an Owner or occupant of any Building (subject to Section 4.5 below) and other incidental and related facilities.

(j) Subject to the prior written approval of Declarant, which will not be unreasonably withheld, the temporary use (including erection of ladders, scaffolding and store front barricades) during periods of construction, remodeling or repair, and ingress and egress for vehicles

transporting construction materials and equipment and use thereof by construction equipment, upon the condition, however, that all construction, remodeling or repair of buildings and building appurtenances is diligently performed and such ladders, scaffolding and barricades are promptly removed upon completion of such work.

(k) Subject to the terms set forth in any Tenant leases approved by Declarant, the construction, maintenance, repair, replacement and reconstruction of sign pylons and/or monument signs (with appropriate underground electrical connections in the initial locations set forth on the Site Plan) and the costs of replacing or reconstructing sign pylons which serve the Project shall be paid for pro rata by the Owners or occupants of the Buildings whose names or logos appear on such sign pylons in the ratio of their square footage usage of such sign pylons. However, the costs and expenses of maintaining or repairing such sign pylons shall constitute Common Area Maintenance Expenses. No change shall be made in such locations without the prior written approval of the Declarant. As applicable, monument signs located within the Project shall not constitute a portion of the Common Area but shall be deemed to be the property of the Owners or occupants of the Building(s) within the Project to which such monument sign pertains and all costs and expenses in connection with the construction, maintenance, repair, replacement or reconstruction of such monument sign(s) shall be paid for by such Owners or occupants.

4.3 Common Area Alteration. No Owner or other person shall alter any parking areas or other improvements located upon the Common Area, without the prior written consent of the Declarant. Notwithstanding the foregoing: (i) an Owner (or the Declarant) shall have the right to excavate or conduct construction activities upon the Common Area, if necessary, in connection with the installation, operation, maintenance, repair, replacement, relocation and removal of any utility or service facilities, subject, however, to the provisions of Section 4.2(c), so long as such excavation or construction activities shall be prosecuted diligently to completion; and further provided that the consent of the Parcel Owner on whose Parcel such activity is to take place shall also be obtained, which consent shall not be unreasonably withheld. The person causing such excavation or construction activities to be made shall forthwith, upon completion thereof, restore any portion of the Common Area affected thereby to the same condition as existed prior to the commencement of such installation or construction activities using the same type and quality of materials as previously used; and (ii) Declarant may make alterations in the Common Area as it shall deem appropriate or necessary. Any work performed in the Project pursuant to this subparagraph shall be performed so as to minimize the disruption of business operations conducted anywhere within the Project. Notwithstanding the foregoing, however, no such activity shall occur during the months of November and December, except (i) in the event of an emergency, (ii) necessary to prevent a breach or default under this Declaration, or (iii) as approved in writing by Declarant in its sole and absolute discretion.

4.4 Encroachment Easement. Should any Building or improvement constructed within the Project inadvertently encroach on any adjacent property and said encroachment does not exceed twenty-four (24) inches, the encroaching party shall not be liable for any damages and the Owner of the adjacent property shall be deemed to have granted an easement effective as of the recording date hereof for such encroachment for so long as such encroachment shall exist, and shall execute such instruments as may reasonably be required by the encroaching party, or its assignees, title insurer or Mortgagees confirming such easement.

4.5 Parking Charges. Unless Declarant otherwise requires in its sole and absolute discretion, or unless required by law, no charge of any type shall be made to or collected from any Permittees for parking or the right to park vehicles in the Common Area, except such Common Area Maintenance Expenses as may be provided for in this Declaration or in any agreement with any occupant of the Project. Permittees shall not be prohibited or prevented from so parking so long as space is available in the parking area portions of the Common Area and so long as they do not violate the rules and regulations

covering the use of such areas, promulgated from time to time by Declarant. Declarant shall prescribe certain sections within the Common Area for use as parking space by the occupants of the Project and the employees, tenants, agents, contractors, licensees and concessionaires of such occupants. Each Owner shall require its Permittees and the employees, agents, contractors, licensees and concessionaires of such parties and of such occupants to use only such sections as are so prescribed for parking. No Permittee shall use or permit the use of the parking area portions of the Common Area for any purpose other than parking and passage of pedestrians and motor vehicles unless specifically provided otherwise in this Declaration. Each Owner agrees to use reasonable efforts to enforce the provisions hereof. Notwithstanding the foregoing, Declarant may designate certain portions of the parking area within the Common Area for electric vehicle charging stations, which charging stations may include pay for use technology systems.

4.6 Telecommunications Easements. Declarant desires to provide access to both existing and future Telecommunications Services for the benefit of the Owners and other telecommunication users within the Project, and Declarant has deemed it desirable to achieve this objective by permitting the Telecommunications Operator to provide and/or manage the provision of such services through a central telecommunications cabling or wireless distribution system within the Project which may originate at the Telecommunications Distribution Center, at the discretion of Declarant and Telecommunications Operator. Further, Declarant desires to retain and preserve all economic and other rights to provide Telecommunications Services to the public (including, without limitation, all rights to distribute wireless and other Telecommunication Services). Each Owner recognizes that the Telecommunication Easements and the covenants, reservations, rights and restrictions set forth in this Section 4.6 represent a material inducement for Declarant to enter into this Declaration, and that the same are reasonable and fair in light of Declarant's objectives and goals. The Telecommunication Easements and the covenants, reservations, rights and restrictions set forth in this Section 4.6 are subject and in addition to all other easements, reservations, covenants, rights and restrictions of record as of the date this Declaration is recorded.

(a) Air Rights. Declarant excepts and reserves from the Parcels, together with the right to grant and transfer all or a portion of same, any and all air and air development rights or associated interests therein or appurtenant to the Parcels commencing ten (10) feet from the surface of the Parcels (or such higher elevation solely to accommodate Improvements installed on the Parcels or the natural growth of trees and plants on the Parcels).

(b) Telecommunication Facilities. Declarant reserves, for the benefit of the Telecommunications Operator, together with the right to grant and transfer all or a portion of the same, exclusive easements in gross over, through, under, and across the Parcels and the Improvements constructed thereon for Telecommunications Services.

(c) Access to Telecommunications Facilities. Declarant reserves, for the benefit of the Telecommunications Operator, together with the right to grant and transfer all or a portion of the same, exclusive easements in gross in, over, under, across and through the Parcels and all Improvements thereon for the purpose of accessing the Telecommunications Facilities. These easements are intended to give the Telecommunications Operator access from a public street over the Parcels into any Building or other Improvement, into any rooms and other spaces, to access the Telecommunications Facilities and provide Telecommunications Services.

(d) Rights in Connection with Telecommunications Easements. The Telecommunications Operator has the right to trim and remove landscaping whenever, in Telecommunications Operator's reasonable judgment, it is necessary for the convenient and safe use of the Telecommunications Easements. The Telecommunications Operator has the right to use the

mechanical, electrical, HVAC, plumbing systems and any other services provided by utilities serving a Parcel whenever, in Telecommunications Operator's reasonable judgment, it is necessary for use of the Telecommunications Easements so long as Telecommunications Operator reimburses the Owner of the applicable Parcel for the actual cost of Telecommunications Operator's use of such services. Further, the Telecommunications Operator has the right to install, operate, maintain, repair, replace, relocate and upgrade any Telecommunications Facilities in or upon any Buildings or other Improvement within the Project, including, without limitation, on the roof or exterior of any Building or other Improvement in the Project, or in attic spaces, voids, unconditional spaces, areas between walls, raceways, utility areas, risers, conduits, equipment rooms, communication rooms or other unoccupied areas of any Building or other Improvement in the Project. Telecommunications Operator shall be permitted to penetrate any Improvements, including, without limitation, the roof membrane, in connection with the installation, relocation or maintenance of the Telecommunications Facilities provided such penetration shall be performed in a good and workmanlike manner so as not to invalidate any roof or other warranty or to otherwise compromise the structural integrity of such Improvement.

(e) Limits on Telecommunications Easements.

(i) Use of the Telecommunications Easements shall not unreasonably interfere with an Owner's development and use of its Parcel.

(ii) Telecommunications Operator shall use reasonable efforts to minimize alteration, removal or damage to any Improvements and shall reasonably repair any damage to any Improvements caused in connection with Telecommunications Operator's exercise of the Telecommunications Easements.

(iii) Prior to entering into any interior space within any Buildings, Telecommunications Operator shall use reasonable efforts to first notify the Owner of the Parcel on which the Building is located.

(iv) Telecommunications Operator shall use reasonable efforts to minimize the visual and aesthetic impact of any Telecommunications Facilities installed in connection with Telecommunications Operator's exercise of the Telecommunications Easements, taking into account Telecommunications Operator's technical and operating requirements for and the requirements of any Telecommunications Services.

(v) Telecommunications Operator shall indemnify, defend and hold the Owner harmless from all liability resulting from Telecommunications Operator's use of the Telecommunications Easements or from Telecommunications Operator providing the Telecommunications Services, provided, however, that notwithstanding any contrary provision of this Declaration, in no event shall Telecommunications Operator be liable to any Owner, Teleco User or Permittee for any loss, liability or expense arising from or attributable to: (i) any loss, recovery or restoration of any electronically generated or stored data or for damage to computers or any other technology-related equipment; (ii) any loss of income or revenue or consequential damages resulting from a failure to provide Telecommunications Services or from the matters described in subpart (i) above; or (iii) any acts or omissions of any Telecommunications Service Provider or any successor or assignee of the Telecommunications Operator.

(vi) In the event that Telecommunications Operator grants to a Telecommunications Service Provider rights to install and maintain Telecommunications Service Provider's telecommunication distribution equipment and facilities within the Telecommunications Distribution Center and/or within the Telecommunications Facilities (or, as applicable, to otherwise use certain portions of the Project for the installation of Telecommunications Facilities) for the purpose of providing Telecommunications Services

to a Teleco User, then Telecommunications Operator shall, at a minimum, (i) require that the Telecommunications Service Provider maintain comprehensive liability insurance with a policy limit of at least Two Million Dollars (\$2,000,000.00) and naming Declarant and its affiliates as additional insureds, and (ii) require Telecommunications Service Provider to indemnify Declarant and its affiliates from any injuries or damages caused by Telecommunications Service Provider's use of such rights or its negligent acts or omissions.

(f) Limits on an Owner's Use of the Parcel.

(i) No Owner or Permittee shall have access to any Telecommunication Facilities installed pursuant to the Telecommunications Easements without the advance written consent of the Telecommunications Operator.

(ii) Without the advance written consent of Telecommunications Operator, an Owner shall not dig or drill any well, plant or remove any tree, construct or remove any Improvement, or store fluids or other materials, within twenty feet (20') of any area where Telecommunications Facilities are located.

(iii) Without the advance written consent of Telecommunications Operator, an Owner shall not (1) increase or decrease the ground surface elevations within twenty feet (20') of any area where underground Telecommunications Facilities are located, or otherwise increase the surface elevation and/or construct any improvements which are in excess of ten (10) feet from the surface of the applicable Parcel, and (2) penetrate the ground surface to a depth in excess of eighteen inches (18") within twenty feet (20') of any area where Telecommunications Facilities are located.

(iv) Without the advance written consent of Telecommunications Operator, no Owner shall grant or dedicate any easements, licenses or other rights on, across, under or over or affecting that Owner's Parcel that interfere with, compete with or conflict with the Telecommunications Easements; and no Owner shall enter into any agreement which permits any other person or party to provide, engage in or otherwise facilitate any Telecommunications Services or otherwise build or operate any Telecommunications Facilities. Nothing contained in this Section 4.6(f)(iv) shall prohibit on Owner or its Permittees from installing wires, cables, equipment and other Telecommunications Facilities which solely and only distribute Telecommunications Services within the Improvements on an Owner's Parcel to Teleco Users occupying that Owner's Parcel (for example, installing or using internal cabling or a computer network within a Permittee's premises) without the prior written consent of Telecommunications Operator.

(v) Each Owner shall indemnify, defend and hold Telecommunications Operator harmless from use of the Parcel by such Owner and its Permittees. At the request of Telecommunications Service Provider and at the Telecommunications Service Provider's expense, each Owner will add Telecommunications Service Provider as an "additional insured" to such Owner's public liability insurance policy.

(vi) Each Owner shall execute and allow to be recorded against the Parcel such documents as Telecommunications Operator reasonably requests in connection with Telecommunications Operator's exercise or protection of its rights under this Declaration.

4.7 Reservation of Rights.

(a) Declarant hereby reserves to itself, its successors and assigns, together with the right to grant and transfer same: (i) nonexclusive easements in gross solely as to those portions of the

Parcels which extend from any public right of way to such area or portion thereof which is mutually satisfactory to Declarant and the initial recipient and grantee of such easement in order to permit the construction, installation, repair, replacement and maintenance of telecommunication, data transfer and/or similar communications systems and facilities consisting of aboveground and/or underground wires, conduits, cables, vaults and/or other similar enclosures necessary or useful for the distribution of audio, video or any other data signals requisite for the transmission of intelligence by electrical, light wave and/or radio frequencies; provided, neither the construction and installation, nor the repair, replacement and/or maintenance of such facilities shall unreasonably interfere with the development of the Parcel or the respective Owner's use and enjoyment thereof; and (ii) nonexclusive easements in gross within and through the airspace above the Parcels for the transmission, receipt and/or distribution of audio, video and/or any other data signals requisite for the transmission of intelligence by electrical, light wave and/or radio frequencies.

(b) In addition to any and all reservations or easements granted or reserved elsewhere in this Declaration, Declarant hereby reserves to itself, its successors and assigns, together with the right to grant and transfer same, the right to enter any part of the Project for the purposes of performing any of its work or other responsibilities under this Declaration, including any and all work relating to the operation, maintenance, repair and/or replacement of the Common Areas.

4.8 **Avigation Easement.** Declarant reserves the right to grant and convey to the County of Riverside, California, its Board-governed special districts, successors, assigns, lessees, sublessees, licensees and invitees, for the use and benefit of the public, an avigation easement and right of way over and above federally approved transitional, horizontal and approach surfaces lying above the Property and all Parcels within the Project, appurtenant to the French Valley Airport located in the southwest Riverside County, adjacent to the communities of Temecula, Murrieta and Winchester, State of California.

ARTICLE 5

OPERATION AND MAINTENANCE

OF BUILDING AREA AND COMMON AREA

5.1 **Taxes and Assessments.** All Owners shall pay, prior to delinquency, all taxes and assessments on the property within the Project owned or leased by them. If any such Owner shall fail to pay such taxes and assessments prior to delinquency, Declarant may pay (but in no event shall Declarant be so obligated) such taxes and assessments, in which case Declarant may then bill the defaulting Owner for the expense incurred. If the defaulting Owner shall not pay such bill within thirty (30) days, Declarant shall have a lien on the property within the Project of the defaulting Owner for the amount of such bill, which amount shall bear interest at a rate equal to the Default Rate until paid. Such lien may be foreclosed by Declarant as provided in Article 7 below.

Notwithstanding the foregoing:

(a) If, at any time, separate tax bills are not obtained for each of the Parcels, each Owner shall pay or cause to be paid its proportionate share of real estate taxes levied against the Project in accordance with the percentages determined pursuant to Section 5.9 below; and

(b) With the consent of the Declarant, which consent may be withheld in the Declarant's sole and absolute discretion, an Owner (or the tenant or occupant of an Owner if such tenant or occupant has the right under its lease or occupancy agreement to contest taxes or assessments) shall have the right, in good faith, to contest the amount of taxes or assessments owing with respect to its property; provided that such Owner (or tenant or occupant) shall take all such action as may be necessary

to prevent any assessment or tax lien from being foreclosed or enforced with respect to any property within the Project, including, immediately following the request of Declarant, recording an adequate bond to remove such lien as a matter of record or to otherwise secure the payment of such lien.

5.2 Undivided Assessments. Any assessment for public improvements levied against the entire Project, rather than against individual Parcels, shall be paid by all Owners in accordance with the percentages determined pursuant to Section 5.9 below.

5.3 Building Maintenance. Each Owner shall maintain, or cause to be maintained, in a safe, clean, attractive and tenantable condition, all Buildings located upon its Parcel or Parcels, including screening from view the garbage receptacle areas.

5.4 Common Area Maintenance. Except as otherwise provided herein, the Declarant shall operate and maintain, or cause to be operated and maintained, the Common Area in accordance with a scope of responsibilities to be determined by Declarant, including, as determined by Declarant, the following repairs or services with respect to the Common Areas, the costs and expenses for all of which responsibilities of Declarant shall be included in Common Area Maintenance Expenses:

- (a) Resurfacing of walks, drives and parking areas;
- (b) Keeping the surface of the Common Area in a smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall, in all respects, be equal in quality, use and durability;
- (c) Cleaning, painting, striping, disposal of rubbish and debris, removal of soil and stone washed into the Common Area drainage facilities and all other tasks necessary to maintain the Common Areas in a clean, safe and orderly condition;
- (d) Maintenance of all curbs, parking dividers, landscape enclosures, fences and retaining walls in good condition and repair;
- (e) Placing, keeping in repair and replacing any necessary and appropriate directional signs, markers and lines and keeping in repair and replacing when necessary such artificial lighting facilities and lighting fixtures as shall be reasonably required;
- (f) Maintenance of all landscaped areas, making such replacements of shrubs and other landscaping as is necessary, and keeping such landscaped areas at all times adequately weeded, fertilized and watered;
- (g) Security service, to the extent the Declarant reasonably deems the same to be necessary or advisable;
- (h) Subject to the provisions of Section 5.16 below, illumination of the Common Area until such time as the Declarant determines, but in no event earlier than 11:00 p.m.;
- (i) Maintenance of all utility lines within the Project that are not the responsibility of the utility company; and
- (j) Providing Telecommunications Services and maintaining Telecommunications Facilities for the benefit of the Owners and their Permittees.

Notwithstanding any provisions in this Declaration to the contrary and for the avoidance of doubt, the following provisions shall apply: The Declarant, as the maintenance operator, shall manage and continuously maintain the Common Area and shall not sell or transfer the Common Area or part hereof, absent the prior written consent of the Planning Director of the County of Riverside or the County's successor-in-interest. The Declarant, as the maintenance operator, shall have the right to assess the owners of each individual parcel for the reasonable cost of maintaining such Common Area and shall have the right to lien the property of any such owner who defaults in the payment of a maintenance assessment. An assessment lien, once created, shall be prior to all other liens recorded subsequent to the notice of assessment or other document creating the assessment lien. This Declaration shall not be terminated, "substantially" amended or property deannexed therefrom absent the prior written consent of the Assistant TLMA Director—Community Development of the County of Riverside or the County's successor-in-interest. A proposed amendment shall be considered "substantial" if it affects the extent, usage, or maintenance of the Common Area or any reciprocal easement established pursuant to this Declaration. In the event of any conflict between the Declaration and the Articles of Incorporation, the Bylaws or the property owners' association of Rules and Regulations, if any, this Declaration shall control.

5.5 Common Area Liability Insurance. As part of the operation of the Common Area, the Declarant shall obtain and maintain commercial general liability insurance insuring all Owners and such other persons who now or hereafter own portions of the Project, as their respective interests may appear, against claims for personal injury, death or property damage occurring in, upon or about the Common Area. Such insurance shall be written with an insurer licensed to do business in the State of California. The limits of liability of all such insurance shall be at least Two Million Dollars (\$2,000,000.00) combined single limit, and may be increased by the Declarant in its discretion from time to time. The Declarant shall cause to be issued certificates of insurance to each of the Owners and have such certificates provide that such insurance shall not be canceled or amended without ten (10) days prior written notice to each of the Owners.

5.6 Proportionate Share of Common Area Maintenance Expenses. The Declarant shall expend only the monies reasonably necessary for the operation of the Common Area and for the maintenance thereof in order to keep the Common Area in good repair and clean condition. Each Owner shall pay to the Declarant its proportionate share (determined pursuant to Section 5.9 below) of Common Area Maintenance Expenses.

5.7 Estimate of Common Area Maintenance Expenses. For the Partial Year, each Owner shall pay to the Declarant, on or before the first day of each calendar month, its proportionate share (determined pursuant to Section 5.9 below) of an estimate of the Common Area Maintenance Expenses for the Partial Year, which estimate shall be reasonably established by the Declarant, and which estimate may, in Declarant's sole discretion, be periodically adjusted by Declarant. Following the expiration of the Partial Year, and, thereafter, for each calendar year during the remainder of the term of this Declaration each Owner shall pay to the Declarant, on or before the first day of each calendar month, its proportionate share (determined pursuant to Section 5.9 below) of an estimate of the Common Area Maintenance Expenses for the subject year, which estimate shall be reasonably established by Declarant, and which estimate may, in Declarant's sole but reasonable discretion, be periodically adjusted by Declarant.

5.8 Reconciliation of Common Area Maintenance Expenses. On or before April 15 of the First Year, the Declarant shall furnish each Owner with a statement (the "Statement") showing in reasonable detail the total actual Common Area Maintenance Expenses for the Partial Year. On or before April 15 of each calendar year after the Partial Year, the Declarant shall furnish each Owner with the

Statement showing in reasonable detail the total actual Common Area Maintenance Expenses for the preceding calendar year. The failure of the Declarant to furnish a Statement setting forth Common Area Maintenance Expenses within the time periods set forth above shall not constitute a default hereunder by the Declarant or a waiver of the Declarant's right to receive payment of an Owner's proportionate share thereof, except that the Declarant shall be deemed to have waived its right to receive payment as to any Common Area Maintenance Expenses that are not set forth in a Statement delivered to the Owners within three (3) years after the date upon which they were incurred. Following each Owner's receipt of a Statement of the total Common Area Maintenance Expenses for the Partial Year and for each subsequent full calendar year after the Partial Year, as the case may be, the amounts due from each Owner as its proportionate share of the Common Area Maintenance Expenses for the Partial Year or full calendar year, as the case may be, shall be adjusted between the Declarant and each Owner. If any Owner's proportionate share of the total Common Area Maintenance Expenses for the Partial Year or full calendar year, as the case may be, exceeds the amount prepaid by such Owner, such Owner shall pay to the Declarant such excess within thirty (30) days following the Owner's receipt of the Declarant's statement. If any Owner's proportionate share of the total Common Area Maintenance Expenses for the Partial Year or full calendar year, as the case may be, is less than the amount prepaid to Declarant by such Owner, the amount of such excess prepayment by such Owner shall be credited against such Owner's future prepayment obligations of Common Area Maintenance Expenses, cumulative from month to month until such excess is exhausted.

5.9 Determination of Proportionate Share. Notwithstanding any terms to the contrary herein, Owner shall pay, as its proportionate share of Common Area Maintenance Expenses, that amount determined by multiplying the amount of such Common Area Maintenance Expenses by a percentage per the schedule attached as Exhibit C. In the event that an Owner or an Owner's Permittee directly pays for some or all of the Common Area Maintenance Expenses on its Parcel, the calculation used for determining each Owner's proportionate share of such expenses shall exclude an equitable portion of said Owner's/Permittee's Parcel Land Area (which equitable portion shall be determined by Declarant in its sole and absolute discretion). Declarant may record supplements to this Declaration from time to time stating the actual Parcel Land Area for the Parcels within the Project and the percentages which are then applicable. In the event any Parcel is owned by more than one (1) Owner, each such Owner shall be jointly and severally liable for all of the obligations applicable to the subject Parcel.

5.10 Owners' Duty to Maintain Common Area. If any period of time exists when no person is performing the duties of the Declarant, each Owner shall have the obligation to maintain its Parcel(s) in a manner consistent with the provisions of this Declaration. If any such Owner shall fail to so maintain its own Parcel, then any other Owner or tenant of an Owner shall have the right to give the defaulting Owner written notice of such default specifying the particulars thereof. The defaulting Owner shall have a period of thirty (30) days from receipt of the subject notice in which to cure such default, or, if the nature of the default is such that it cannot be reasonably cured within such thirty (30) day period, then within such longer period as is reasonably necessary to cure such default, provided the defaulting Owner commences to cure said default within such thirty (30) day period and diligently pursues the curing of such default to completion. If the defaulting Owner does not cure such default within said thirty (30) day period, or, if applicable, commence to cure such default within said thirty (30) day period and diligently pursue the curing of such default to completion, the Owner(s) and/or tenant(s) giving the notice of default may do so and the curing Owner or tenant may then bill the defaulting Owner for the expense incurred. If the defaulting Owner shall not pay such bill within fifteen (15) days, then the curing Owner or tenant shall have a lien on the property of the defaulting Owner (to the extent permitted pursuant to applicable law or this Declaration) for the amount of such bill, which amount shall bear interest at the Default Rate and which lien may be foreclosed in the manner permitted under applicable law or this Declaration, as applicable.

5.11 Utilities and Telecommunications Facilities. Each Owner shall maintain and repair, or cause to be maintained and repaired at the Owner's expense, all utility lines and permitted Telecommunications Facilities which exclusively serve the Owner's Parcel. The Telecommunications Operator shall maintain and repair, or cause to be maintained and repaired, as a Common Area Maintenance Expense, all utility lines and permitted Telecommunications Facilities serving multiple Parcels which are not maintained and repaired by the utility provider, the Telecommunications Operator or the Telecommunications Service Provider.

5.12 Rules and Regulations. The Declarant may promulgate reasonable rules and regulations of general application for the supervision, control and use of the Common Area, in which event, the Declarant shall make and use its reasonable efforts to enforce the same or cause the same to be enforced uniformly.

5.13 Agents. In performing the duties of the Declarant hereunder, the Declarant may utilize such agents and independent contractors (including management companies) as the Declarant may designate..

5.14 Common Area Maintenance Administration Fee. Each Owner shall pay to the Declarant an administrative fee for each calendar year equal to fifteen percent (15%) of the total dollar amount of such Owner's proportionate share of Common Area Maintenance Expenses for such calendar year (so that, as an example, in the event an Owner's proportionate share of Common Area Maintenance Expenses for a calendar year is Fifteen Thousand Dollars (\$15,000.00), the fee payable by such Owner to the Declarant for such calendar year shall be Two Thousand Two Hundred Fifty Dollars (\$2,250.00)).

5.15 Maintenance of Unimproved Parcels. Until such time as improvements are constructed on any Building Area, the Declarant shall take such measures as may be necessary to maintain same in a clean, sightly condition (such as the installation of irrigation systems and the planting of grass and/or landscaping, and the maintenance and replacement of same) and shall bill the Owner of such undeveloped portion for its expenses in connection therewith. The Owner of such property shall pay the amount thereof within thirty (30) days after delivery of such bill and, in the event such Owner shall fail to do so, the amount thereof shall bear interest thereafter at the Default Rate.

5.16 Parking Lot Lighting. Any provision contained herein to the contrary notwithstanding, in the event that any occupant of the Project remains open for business after 12:00 midnight, the Owner of the Parcel so occupied shall pay to the Declarant the cost of illuminating the portion of the Common Area required by such occupant to be illuminated after 12:00 midnight until such lights are turned off (unless such charges are separately metered to such Owner or occupant), and in the event that the occupants of more than one Parcel remain open for business after 12:00 midnight, to determine the costs of illumination of the Common Area after 12:00 midnight for which the Owners of such Parcels shall be required to pay the Declarant, such costs shall be multiplied by a fraction, the numerator of which shall be the number of hours the occupant of such Parcel shall be open for business beyond 12:00 midnight until such lights are turned off and the denominator of which shall be the total number of hours occupants of the Project shall be open for business after 12:00 midnight until such lights are turned off.

5.17 Declarant's Management of the Common Areas. The Common Area, including parking areas, rights of way, loading areas, pedestrian walks and landscaped areas shall at all times be subject to the exclusive control and management of Declarant. Declarant shall have the right, from time to time, to change the location and arrangement of the parking areas and other facilities located in the Common Area, to restrict parking by Owners, their officers, agents and employees to employee parking areas, to discourage noncustomer parking and to do and perform such other acts in and to the Common Area as, in the business judgment of Declarant, is advisable in its sole discretion. Declarant shall have the further

right to lease space within the portions of the Common Area owned by Declarant for purposes which may include, without limitation, seasonal uses or promotions, kiosks and telephones. Proceeds or rent from such renting or leasing shall be retained by Declarant.

ARTICLE 6 **INSURANCE**

6.1 **Liability Insurance.** Each Owner shall, during the term of this Declaration, except as otherwise expressly set forth herein, maintain, or cause to be maintained, at its sole expense, in full force and effect, with good and solvent insurance companies authorized to do business in the State of California and having a rating by Best's Insurance Reports of not less than A-/X, on all property within the Project owned or leased by such Owner and all Buildings and other improvements owned or leased by such Owner, a policy or policies of bodily and personal injury and property damage liability insurance with combined single limits of at least Two Million Dollars (\$2,000,000.00) (which such limit shall be subject to increase, as required by Declarant in its discretion from time to time), in which all other Owners, the Declarant, any Mortgagee of Declarant and any property manager of Declarant shall be named as additional insureds, insuring against any and all liability arising out of the maintenance, use and occupancy of the Building(s) and other improvements located on the property within the Project owned or leased by such Owner. Each Owner shall also maintain all-risk insurance coverage on all Buildings and improvements (including Common Areas) located upon that portion of the Project leased or owned by such Owner including loss or damage by fire and such other risks as are from time to time included in the all-risk coverage insurance policies customarily issued in California in an amount not less than one hundred percent (100%) of the full replacement cost of such buildings and improvements. Such all-risk insurance policies shall be maintained with good and solvent insurance companies authorized to do business in the State of California and having a rating by Best's Insurance Reports of not less than A-/X. Declarant shall be named as a loss payee on all such all-risk insurance policies.

6.2 **Certificates.** Each Owner shall, upon request thereof from the Declarant or any other Owner, furnish to the party making such request certificates of insurance evidencing the existence of the insurance required to be carried pursuant to this Article. To the extent that the same shall not invalidate any insurance coverage obtained by an Owner, each Owner hereby waives any claim that it might have against any other Owner or Telecommunications Operator for damages which is covered by any insurance carried under this Article, or would have been covered by any of the insurance required to be carried under this Article. Said mutual waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release regarding any loss of, or any damage to the said property of any Owner. Inasmuch as the said mutual waivers will preclude the assignment of any such claim by way of subrogation (or otherwise) to an insurance company (or any other person, firm or corporation) each Owner shall give to each insurance company which has issued to it policies of all-risk insurance, written notice of the terms of said mutual waivers, and shall have said insurance policies properly endorsed, if necessary, to prevent invalidation of said insurance coverages by reason of said waiver. All such insurance maintained pursuant to this Article shall provide that such insurance shall not be canceled or amended without ten (10) days prior written notice to Declarant.

If any such Owner shall fail to maintain any of the insurance required to be maintained by such Owner pursuant to this Declaration, then any other Owner or tenant of an Owner shall have the right to give the defaulting Owner written notice of such default specifying the particulars thereof. The Owner receiving such a notice shall have a period of ten (10) days in which to cure such default. If the defaulting Owner does not cure such default within said ten (10) day period, the Owner(s) and/or tenant(s) giving the notice of default may do so and the curing Owner or tenant may then bill the defaulting Owner for the expense incurred. If the defaulting Owner shall not pay such bill within ten (10) days, then the

curing Owner or tenant shall have a lien on the property of the defaulting Owner (to the extent permitted pursuant to applicable law or this Declaration) for the amount of such bill, which amount shall bear interest at the Default Rate and which lien may be foreclosed in the manner permitted under applicable law or this Declaration, as applicable.

6.3 Indemnification. Each Owner ("Indemnitor") covenants and agrees to defend, protect, indemnify and hold harmless each other Owner and Telecommunications Operator ("Indemnitee") from and against all claims, including any action or proceedings brought thereon, and all costs, losses, expenses and liability (including reasonable attorney's fees actually incurred and cost of suit) arising from or as a result of the injury to or death of any Person, or damage to the property of any Person located on the Parcel owned or leased by each Indemnitor, except for claims caused by the negligence or willful act or omission of such Indemnitees, its agents, servants, partners or employees.

ARTICLE 7

ASSESSMENT LIEN

7.1 Assessment Lien Procedure. In the event any assessment or other sum of money payable by any Owner pursuant to any provision of this Declaration to Declarant is not paid when due and after expiration of any applicable grace period set forth herein, then Declarant shall have the right to record, in the office of the County Recorder, Riverside County, California, a Notice of Assessment Lien which shall set forth the then delinquent amount owed by such Owner (including default interest, if applicable) and a legal description of the property within the Project owned or leased by such defaulting Owner. Upon recordation of such Notice of Assessment Lien, the then delinquent amount owing by such Owner, together with interest thereon, shall constitute an Assessment Lien upon the property within the Project described in the Notice of Assessment Lien. In the event the amount secured by such Assessment Lien is not paid in full within thirty (30) days after such Notice of Assessment Lien has been recorded, Declarant may enforce payment of the assessment or other amount due, or enforce the Assessment Lien against the property and interest of the delinquent Owner by taking either or both of the following actions, concurrently or separately (and, by exercising either of the remedies set forth below, Declarant shall not prejudice or waive its right to exercise the other remedy or such additional remedies as may be available under this Declaration or under applicable law):

(a) Bringing an action at law against the Owner personally obligated to pay the assessment or other sum of money;

(b) Foreclosing the Assessment Lien against the property of the Owner in accordance with the then prevailing California law relating to the foreclosure of Mortgages (including the right to recover any deficiency); or

(c) Pursuing any other remedy at law or in equity.

7.2 Personal Obligation. Each assessment or amount due pursuant to any provision of this Declaration by an Owner, together with interest at the Default Rate, costs and attorneys' fees, shall be the personal obligation of such defaulting Owner, but such personal obligation of such Owner shall not be deemed to discharge or limit the charge on the land of any Assessment Lien encumbering the property of such Owner within the Project, regardless of a subsequent conveyance of that property. No Owner shall escape liability for payment of any amount due hereunder which fell due while he was the Owner by nonuse of the Common Area or by transfer or abandonment of such Owner's property. In the event any property within the Project as to which a Notice of Assessment Lien has been recorded, pursuant to Section 7.1 above, is sold, conveyed or otherwise transferred, in whole or in part, by the Owner thereof,

such property shall remain subject and subordinate to the Assessment Lien created by reason of the delinquency described in the Notice of Assessment Lien. Notwithstanding any of the foregoing to the contrary or any other contrary provision in this Declaration, in no event shall Declarant or any partner, member, agent or manager of Declarant (or such entities' respective partners, members, agents or managers) have any personal liability for any obligations pursuant to this Declaration.

7.3 Priority. The Assessment Lien provided for above shall be superior to any and all other charges, liens or encumbrances which hereafter in any manner may arise or be imposed upon any portion of the Project; provided, however, that such Assessment Lien shall be subject and subordinate to:

(a) Liens for taxes and other public charges which by applicable law are expressly made superior;

(b) Any Mortgages recorded in the office of the County Recorder, Riverside County, California (and such other place as may be required or permitted by law), prior to the date of recordation of a Notice of Assessment Lien. All liens recorded subsequent to the recordation of a Notice of Assessment Liens shall be junior and subordinate to the Assessment Lien created by reason of the delinquency described in the recorded Notice of Assessment Lien; and

(c) The rights of any and all tenants occupying any portion of the Project under written leases.

In the event an Owner shall be delinquent in paying any amounts due hereunder and, as a result thereof, a Notice of Assessment Lien shall be recorded as provided herein, Declarant may record subsequent Notices of Assessment Lien as to any amounts owing by such Owner to Declarant which become delinquent after the recordation of the first such Notice of Assessment Lien, and the priority of the Assessment Lien as to any such amounts thereafter becoming delinquent shall be fixed as of the date of recordation of the first such Notice of Assessment Lien. Declarant may prosecute a single Assessment Lien foreclosure action as to amounts delinquent at the time a Notice of Assessment Lien is recorded and as to amounts thereafter becoming delinquent, up to and including the time a final judgment is rendered in such action.

7.4 Cure. Upon the curing of any default for which a Notice of Assessment Lien was recorded, Declarant shall record an appropriate release of any Notice of Assessment Lien upon payment by the defaulting Owner of a reasonable fee, to be determined by Declarant, to cover the costs of preparing and recording such release, together with the payment of such other costs, including, without limitation, legal fees and court costs, interest or fees, as Declarant shall have incurred.

7.5 Contest. Any provision contained herein to the contrary notwithstanding, any Owner shall have the right to contest, in a court of competent jurisdiction, the recordation of any Notice of Assessment Lien against the property within the Project owned or leased by such Owner on the basis that the recordation of such Notice of Assessment Lien or the amounts claimed to be delinquent therein is or are incorrect or improper under the provisions of this Declaration. The prevailing party in such action shall be entitled to recover from the other party or parties its reasonable attorneys' fees incurred in connection with such action.

ARTICLE 8

CASUALTY

8.1 Damage to Buildings. In the event any Building or appurtenant improvement on a Parcel is damaged or destroyed by any casualty, the Owner upon whose Parcel such Building and/or

improvement is/was located shall promptly (i) repair and/or reconstruct such Building or improvement in accordance with the applicable provisions of this Declaration, or (ii) level such Building or improvement, remove the debris from the Parcel and keep the affected portions of the Parcel neat, orderly, and well maintained, and covered with planted grass, one inch (1") of asphaltic concrete, a dust cap, decomposed granite or other appropriate ground cover approved by Declarant (in Declarant's sole discretion), until subsequently improved or constructed upon, provided that no such protective covering shall increase the drainage burden on any other Parcel.

8.2 Damage to Common Areas. In the event of any damage or destruction to the Common Area on a Parcel during the term of this Declaration, which (i) is insured or required to be insured under this Declaration, or (ii) if not insured (and not required to be insured), the cost of repair of which (including applicable governmental fees and exactions) does not exceed twenty percent (20%) of the then full replacement cost of all of the Common Area on such Parcel, the Owner upon whose Parcel such damage or destruction occurred, at its sole cost and expense, shall promptly after the occurrence of the event of damage or destruction, restore, repair or rebuild such damaged or destroyed Common Area. If the cost of repair under clause (ii) above exceeds twenty percent (20%) of the then full replacement cost of all of the Common Area on the subject Parcel and the Owner of the affected Parcel elects (which such election shall be made, if at all, within thirty (30) days following such damage or destruction) not to restore, repair or rebuild the damaged or destroyed Common Area, (a) Declarant shall have the right, in Declarant's sole discretion, to effect restoration, repair or rebuilding of all or any part of such damaged or destroyed Common Area, in which event the Owner of the Parcel upon which such damage and destruction occurred shall bear the first of the costs incurred to restore, repair and rebuild the affected Common Area to the extent not in excess of twenty percent (20%) of the then full replacement cost of all of the Common Area on the subject Parcel and the remainder of such costs shall be included within Common Area Maintenance Expenses and paid by all Owner's in accordance with Article 5 and any other applicable provisions of this Declaration; or (b) if the damaged or destroyed Common Area includes or affects any entrances to the Project, access drives or drive aisles within the Project, or common utilities or signs, then any other Owner shall have the right, by written notice to the Owner upon whose Parcel such damage or destruction occurred, to elect to effect restoration, repair or rebuilding of all or any part of such damaged or destroyed Common Area, in which event the electing Owner or Owners shall effect such restoration, repair or rebuilding in accordance with the applicable provisions of this Declaration, and the Owner of the Parcel upon which such damage and destruction occurred shall bear the first of the costs incurred to restore, repair and rebuild the affected Common Area to the extent not in excess of twenty percent (20%) of the then full replacement cost of all of the Common Area on the subject Parcel and the electing Owner or Owners shall bear all such costs exceeding twenty percent (20%) of the then full replacement cost of such Common Area. If an affected Owner is not obligated to repair damaged or destroyed Common Area pursuant to clause (ii) above, and no other Owner or Declarant elects to effect such repair within thirty (30) days after the date the affected Owner determines not to proceed with such repairs, then the affected Owner shall promptly remove any debris from its Parcel and keep the affected portions of the Parcel neat, orderly, and well maintained, and covered with planted grass, one inch (1 ") of asphaltic concrete, a dust cap, decomposed granite or other appropriate ground cover approved by Declarant (in Declarant's sole discretion), until subsequently improved or constructed upon, provided that no such protective covering shall increase the drainage burden on any other Parcel. Unless the work of restoration, repair, rebuilding or improvement is carried out pursuant to the original plans and specifications for the construction of the Common Area, the plans or specifications for such work shall be subject to the prior written approval of Declarant as otherwise required pursuant to this Declaration. Each affected Owner shall use all due diligence to complete such restoration and repair of the Common Area as expeditiously as possible so that the same may be available for use as part of the Project with as little delay and as little disruption as circumstances permit.

ARTICLE 9
GENERAL PROVISIONS

9.1 Successors and Assigns. Each easement, restriction and covenant contained herein shall be appurtenant to and for the benefit of all portions of the Project and shall be a burden thereon, for the benefit of all portions of the Project, and shall run with the land. This Declaration and the restrictions, easements, covenants, benefits and obligations created hereby shall inure to the benefit of and be binding upon Declarant, Owners and their successors, transferees and assigns; provided, however, that, if any Owner transfers all of its interest in the Project, the transferee thereof shall automatically be deemed to have assumed and agreed to be bound by the covenants and agreements herein contained, and the transferor shall thereupon be released and discharged from any and all obligations under this Declaration accruing after the date of sale.

9.2 Run With the Land. The covenants, conditions and restrictions contained in this Declaration shall run with the land and be binding upon each and all of the parties (and upon all persons claiming under them) for a period of ninety-nine (99) years, and shall thereafter renew automatically for successive ten (10) year periods, unless Declarant otherwise elects in a writing recorded with the County Recorder, Riverside County, California, and if Declarant is any party other than W Development Partners of Temecula, LLC, a California limited liability company or any of its affiliates, or any of its affiliates, unless Owners owning at least fifty-one percent (51%) of the land area within the Project otherwise elect in a writing recorded with the County Recorder, Riverside County, California.

9.3 Modification. This Declaration may be amended or modified in any respect whatsoever by Declarant and without the necessity of obtaining the consent of any other Owner; provided, however if such an amendment or modification:

(a) directly and materially affects the access to, visibility of, or parking for a Parcel;

or

(b) would result in an increase in the proportionate share of Common Area Maintenance Expenses for a Parcel Owner;

then the Owner of any such affected Parcel must also consent to such amendment or modification. If this Declaration is rescinded, all Owners of any portion of the Project must consent to such rescission. Such amendment, modification or rescission may only be accomplished by a written instrument duly executed and acknowledged by the requisite parties, and duly recorded in the office of the County Recorder of Riverside County, California and at such other place as may be necessary.

9.4 No Dedication to Public. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Project to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed.

9.5 No Cancellation. No breach of this Declaration shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration.

9.6 Survival. If any clause, sentence or other portion of this Declaration shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions hereof shall remain in full force and effect.

9.7 No Merger. The ownership of the entire Project by the same party shall not effect the termination of this Declaration.

9.8 Mortgagee Protection. Breach of any of the covenants or restrictions contained in this Declaration shall not defeat or render invalid the lien of any Mortgage made in good faith and for value as to the Project or any part thereof, but all of the foregoing provisions, restrictions and covenants shall be binding upon and effective against any Owner whose title thereto is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

9.9 Remedies. Any Owner or the Declarant may prosecute any proceedings at law or in equity against any person or entity violating or attempting to violate any of the agreements, covenants, conditions and restrictions herein, to prevent it, him or them from so doing and/or to recover damages from or on account of such violation. All costs and expenses of any such suit or proceedings, including attorneys' fees, as well as any judgment thereof, shall be assessed against the losing party and shall constitute a lien against the real property or the interest therein in the Project belonging to such party to the extent permitted pursuant to applicable law or this Declaration, which the prevailing party may foreclose in the manner permitted under applicable law or this Declaration, as applicable. All remedies set forth herein or otherwise available at law or equity shall be cumulative.

9.10 No Third Party Beneficiary. Except as herein specifically provided, no rights, privileges or immunities set forth herein shall inure to the benefit of any customer, employee, guest, licensee or invitee of any Owner, tenant or occupant of any portion of the Project, nor shall any customer, employee, guest, licensee or invitee of such Owner, tenant or occupant be deemed to be a third party beneficiary of any of the provisions contained herein.

9.11 Condemnation. In the event of condemnation (or sale under threat of condemnation) by any duly constituted authority for a public or quasi-public use of all or any part of the Project, that portion of the award attributable to the value of the interest in the Parcel so taken shall be payable to the Owner of such Parcel and no claim thereon shall be made by any other Owner of any part of the Project; provided, however, that the other Owners may file collateral claims with the condemning authority over and above the value of the interest to be taken, provided no such collateral claim shall reduce the award to the Owner of the condemned Parcel. The Owner of any portion of the Common Areas on a Parcel so condemned shall promptly repair and restore the remaining portion of the Common Areas located on such Owner's Parcel (including reestablishing any common utility facilities) as nearly as practicable to the condition of the same immediately prior to such condemnation or transfer, to the extent that the proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from any other Owner.

9.12 Captions. The captions heading the various Articles of this Declaration are for convenience and identification only, and shall not be deemed to limit or define the contents of their respective sections.

9.13 Consent. Unless otherwise set forth herein, any approval or consent required or requested of the Declarant may be withheld in its sole and absolute discretion. Unless otherwise specified herein, any approval or consent required to be obtained hereunder by any Owner, other than the Declarant, shall not be unreasonably withheld and shall be given or withheld within thirty (30) days after delivery of the request therefor. In the event an Owner whose approval or consent is sought pursuant to the immediately preceding sentence fails to respond within the applicable time period, such Owner shall be deemed to have approved of, or consented to, the matter in question.

9.14 Assignment. Except as otherwise expressly set forth herein, no Owner shall have the right to assign all or any portion of its rights, benefits, duties or obligations under this Declaration except in

connection with a transfer or conveyance by such Owner of its interest in property within the Project (and any conveyance made by deed of trust, Mortgage or other security instrument as security for any obligation or indebtedness shall not be deemed to be a transfer or conveyance within the meaning of the foregoing). In the event, at any time, that an interest in the same portion of property within the Project shall be vested in more than one person, such persons shall designate one of them to act on behalf of all such persons in the performance of the provisions of this Declaration. Any such designation shall be in writing, duly executed and acknowledged by each such person and a copy of such designation shall be given to all other Owners in accordance with the notice provisions of this Declaration. An original of such designation shall be recorded in the office of the County Recorder, Riverside County, California. A majority of such persons shall have the right, from time to time, to change the designation made by executing, acknowledging, delivering and recording a new notice of designation in the same manner set forth above.

9.15 Notices. Any notice, demand, request or other communication required or permitted to be given by an Owner, occupant or tenant of the Project to another Owner, occupant or tenant hereunder shall be in writing, signed by the party giving the notice, and shall be given by delivering the same in person, by a recognized overnight courier service which maintains delivery records (such as Federal Express) or by depositing the same in the United States mail, registered or certified, return receipt requested, first class postage, and postage prepaid. All notices shall be sent to the respective mailing addresses of the parties hereto at the following addresses, until such addresses are changed as hereinafter provided:

Declarant:

W Development Partners of Temecula LLC
125 Stillman St.
San Francisco, California 94107
Attn: Rob Mann
Fax No.: _____

To any other Owner: At such address as such Owner shall designate in writing to the Declarant, or at such Owner's address in the Project if such Owner shall fail to designate in writing another address to the Declarant.

The Declarant shall make all addresses furnished by any Owner pursuant to this Section 9.15 available to any Owner, occupant or tenant of the Project who shall so request such addresses. Any Owner may change its mailing address at any time by giving written notice of such change to the Declarant in the manner provided herein at least ten (10) days prior to the date such change is effective. Personal service and service by recognized overnight courier service will be deemed to be complete upon receipt and service by mail will be deemed complete on deposit of said notice in the United States mail.

9.16 Estoppel Certificates. Each Owner shall deliver to any other Owner, without charge, within fifteen (15) days after request therefor, a written statement setting forth that, to the best of such Owner's knowledge, the requesting Owner is not in default in the performance of any of its obligations under this Declaration (or, if in default, setting forth the nature of such default), and that, to such Owner's actual knowledge and belief, there are no outstanding Assessment Liens against the requesting Owner's Parcel or stating the amount of any such Assessment Lien(s).

9.17 Subdivision. Declarant shall have the right to subdivide any Parcel. Upon such subdivision, each portion of such subdivided Parcel shall be a separate Parcel. No other Owner shall have the right to subdivide any Parcel.

9.18 Jurisdiction. Any matter arising between the Owners shall be governed by and determined in accordance with the laws of the State of California.

9.19 Declarant. W Development Partners of Temecula, LLC, a California limited liability company, or any of its affiliates, as applicable, shall be the "Declarant" for purposes of this Declaration, unless otherwise elected. At any such time that W Development Partners of Temecula, LLC, a California limited liability company, or any of its affiliates elects to no longer be the Declarant hereunder, then the Owners who then currently own a majority of the Parcel Land Area within the Project shall then elect another Owner to be the Declarant hereunder.

9.20 Other Agreements. Nothing contained in this Declaration shall be construed as a limitation on Declarant's right to enter into any supplemental agreement with the grantee or lessee of any Parcel (or portion thereof) on terms and conditions more favorable to Declarant or otherwise different than those contained herein; provided, however, in all events, any such agreement shall be subordinate to this Declaration; provided further, however, in the event of any conflict between the provisions of any lease entered into by Declarant and a Permittee (a "Permitted Lease") and this Declaration (including any supplemental, subordinate agreement), the provisions of the Permitted Lease shall control except as specifically stated in Section 2.1 and Section 5.4 to the contrary.

ARTICLE 10

DECLARANT INTERESTS AND RIGHTS

10.1 Interest of Declarant. Declarant has created a comprehensive plan for the development of the Project, which includes modern planning objectives formulated for the common good of the Project (as determined by Declarant in its business judgment). Declarant intends, but is in no way obligated, to develop all of the Parcels in the Project. To the extent required by Declarant, the completion of that work and the sale, resale, rental and other disposal of Parcels in accordance with this Declaration will be essential to the establishment and welfare of the Project as a quality planned development. Each Owner acknowledges that Declarant has a substantial interest in assuring compliance with, and enforcement of, the covenants, conditions, restrictions and reservations contained in this Declaration. The provisions of this Article 10 supersede and control over all other provisions of the Declaration as applied to Declarant.

10.2 Rights of Declarant. In addition to any and all other rights available to Declarant under this Declaration or applicable law, Declarant has the following additional rights. Nothing in the Declaration shall limit, and no Owner shall interfere with, Declarant's exercise of these rights.

(a) Subdivision: To subdivide and re-subdivide any portion of the Project owned by Declarant.

(b) Sales: To sell, resell, rent or sublease any portion of the Project owned by Declarant directly or through agents and representatives.

(c) Development: To complete excavation, grading, construction of improvements or other development activities to and on the Common Area or on any portion of the Project owned by Declarant.

(d) Construction: To alter construction plans and designs for any portion of the Project owned by Declarant, to modify improvements or to construct such additional improvements on those portions of the Project owned by Declarant as Declarant deems advisable in the course of developing the Project.

(e) Grading: To carry on such grading work on the Common Area and on those portions of the Project owned by Declarant as may be approved by governmental agencies having jurisdiction.

(f) Signage: To erect, construct and maintain on those portions of the Project owned by Declarant and on the Common Area, such structures, signs and displays reasonably necessary for the conduct of the business of completing the Project and the sale or lease of the Project.

(g) Creating Additional Easements: To establish additional licenses, easements, reservations and rights-of-way to itself, to utility companies, or to others as reasonably necessary to the property development and disposal of the Project.

(h) Sales and Leasing Offices: To use any structures owned by Declarant in the Project as real estate sales or leasing offices.

(i) Sales and Leasing Access: To use any and all portions of the Common Area for access to the sales and leasing facilities of Declarant by prospective tenants, purchasers and Declarant's invitees and designees.

(j) Development Plan Modifications: To unilaterally modify Declarant's development plan for the Project, in Declarant's sole and absolute discretion.

(k) Restricted Access Areas: To create exclusive or limited use areas within the Common Area to which access may be limited (as required by Declarant); provided, however, no such act shall materially and adversely affect any other Owner.

(l) Community Wide Services and Improvements: To pay for the reasonably allocated costs of services provided to any part of the community which benefit the Owners and their Permittees and the power to pay the reasonably allocated costs of maintenance and operation of Improvements in the community whether located inside or outside of the Project which directly or indirectly benefit the Owners and their Permittees, including, for purposes of example and not by way of limitation, costs of providing management and maintenance of master common areas owned or maintained by Declarant, such as parks, roadways, slopes, landscaped areas, and maintenance of nature conservancy, open space and fuel modification fire protection areas and the costs of providing community wide Telecommunications Services.

(m) Transportation Management Plan: To implement, coordinate, monitor and enforce a transportation or traffic management plan in satisfaction of any requirement imposed on the Project by a governmental agency with jurisdiction over the Project, including, without limitation, providing a computerized car pool matching system for employees within the Project, employing a transportation management coordinator, requiring reserved parking spaces in the Project for car pools and vans, paying all reasonable County costs associated with the monitoring of such a program, providing financial incentives to participants in such a program and establishing appropriate remedies and penalties and implementing such other requirements of the transportation management plan.

(n) Telecommunications Facilities: Subject to the restrictions and conditions set forth in the Telecommunications Easements, to install, operate, hold, own, manage, and maintain Telecommunications Facilities for the purpose of promoting and facilitating Telecommunications Services between and among the occupants in Buildings in the Project, as well as the power, but not the duty, to contract for the installation, operation or management of Telecommunications Facilities for the common benefit of all of the Parcels and Owners in the Project, and to assign or license the Telecommunications Facilities to third parties, and otherwise grant rights in the Telecommunications Facilities; provided, however, that any exercise of the powers set forth in this Section 10.2(n) shall be conditioned upon and subject to obtaining the Telecommunications Operator's prior written consent prior to exercising the same.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

DECLARANT:

W DEVELOPMENT PARTNERS OF TEMECULA,
LLC, a California limited liability company

By: Mann Property Company Inc., its Manager

By: Rob Mann
Name: Rob Mann
Title: President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CC & R (refer to pg. 28)

State of California

County of SAN FRANCISCO

On FEB. 11. 2020 before me, LINA TRAN, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared ROB MANN
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)

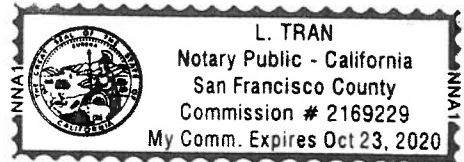


EXHIBIT A

Land Description of the Property

The land referred to is situated in the unincorporated area of the County of Riverside, State of California, and is described as follows:

THOSE PORTIONS OF PARCEL A AND PARCEL B IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON THAT CERTAIN LOT LINE ADJUSTMENT NO. 4412 RECORDED DECEMBER 13, 2001 AS DOCUMENT NO. 2001-620108 OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL A, SAID POINT BEING IN THE SOUTHEASTERLY LINE OF SAID WINCHESTER ROAD;
THENCE SOUTH 44° 14' 54" EAST ALONG THE NORTHEASTERLY LINE OF SAID PARCEL A, A DISTANCE OF 280.73 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 44° 14' 54" EAST, A DISTANCE OF 572.50 FEET;
THENCE SOUTH 89° 50' 55" EAST, A DISTANCE OF 422.75 FEET, MORE OR LESS, TO WESTERLY RIGHT-OF-WAY OF LEON ROAD;
THENCE SOUTH 00° 09' 05" WEST, ALONG THE WESTERLY RIGHT-OF-WAY OF LEON ROAD, A DISTANCE OF 576.17 FEET;
THENCE SOUTH 44° 59' 05" WEST, A DISTANCE OF 32.63 FEET, TO THE NORTHERLY RIGHT-OF-WAY OF BENTON ROAD;
THENCE SOUTH 89° 49' 05" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY OF BENTON ROAD, A DISTANCE OF 904.99 FEET;
THENCE NORTH 00° 10' 55" WEST, A DISTANCE OF 12.01 FEET, TO THE BEGINNING OF A NON-TANGENT CONCAVE NORTHERLY AND HAVING A RADIUS OF 1233.00 FEET;
THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05° 47' 21", A DISTANCE OF 124.58 FEET TO A POINT, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT BEARS SOUTH 05° 36' 26";
THENCE NORTH 24° 44' 45" EAST, A DISTANCE OF 739.77 FEET TO THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID PARCEL A, WITH A LINE THAT IS PARALLEL WITH AND DISTANT SOUTHWESTERLY 170.00 FEET, MEASURED AT RIGHT ANGLES, FROM SAID NORTHEASTERLY LINE OF PARCEL A;
THENCE NORTH 44° 14' 54" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 286.13 FEET;
THENCE NORTH 45° 45' 06" EAST A DISTANCE OF 170.00 FEET TO THE TRUE POINT OF BEGINNING.

Page 2 of 2

SAID LAND IS ALSO DEPICTED AS "PARCEL B" OF THAT CERTAIN LOT LINE ADJUSTMENT NO. 4444 RECORDED MARCH 14, 2002 AS INSTRUMENT NO. 2002- 130502 OFFICIAL RECORDS.

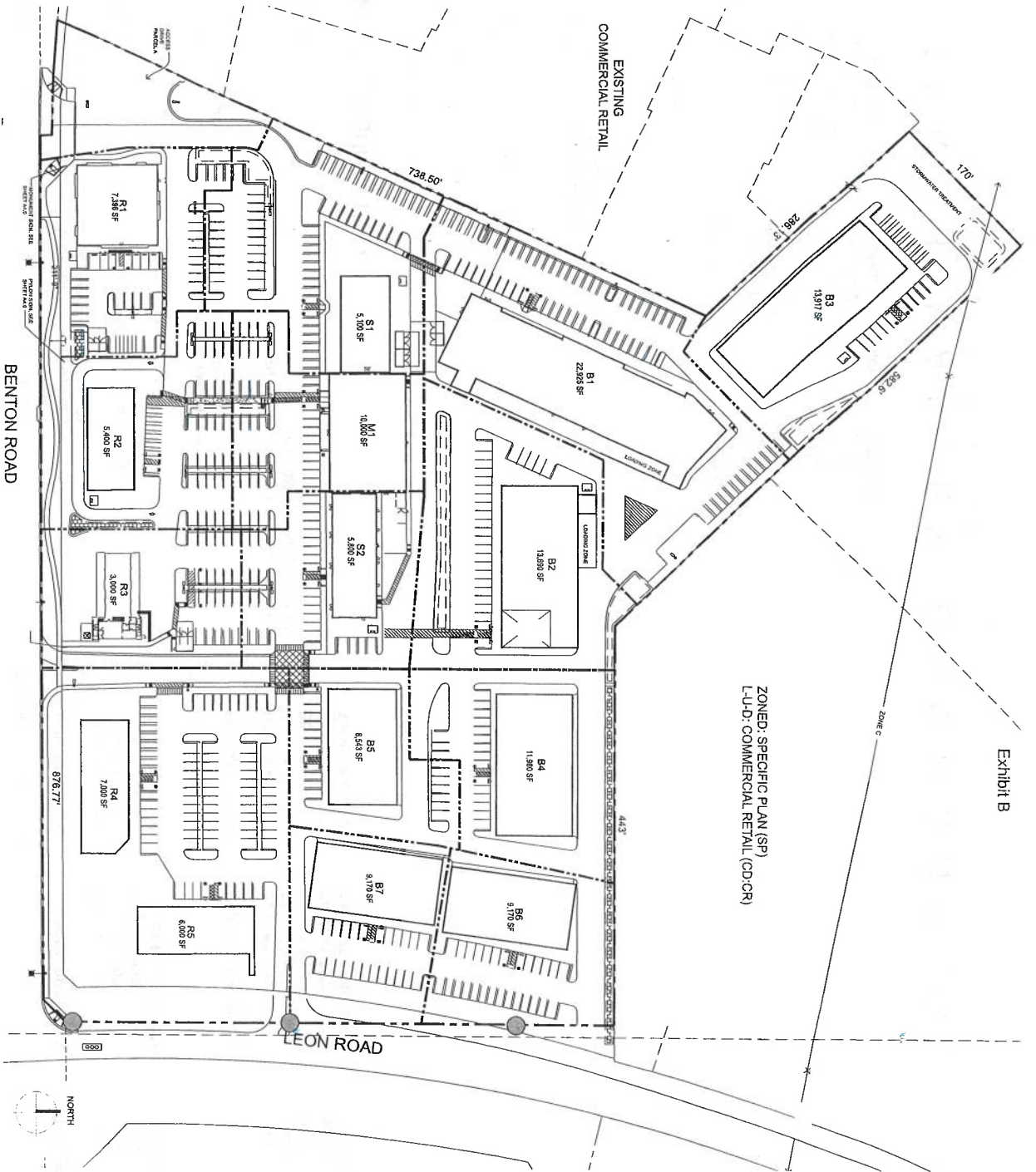
APN: 963-060-032-3

SITE PLAN OF THE PARCELS

Exhibit B

ZONED: SPECIFIC PLAN (SP)
L-U-D: COMMERCIAL RETAIL (CD-CR)

EXISTING
COMMERCIAL RETAIL



FRENCH VALLEY COMMONS DEVELOPMENT SITE PLAN

FRENCH VALLEY, CALIFORNIA



W DEVELOPMENT PARTNERS OF TEMECULA, LLC

DWG: 0X
DATE: 07-38
SCALE: 1" = 50'-0"

A5.0

EXHIBIT 2

Project Data

Project Address: Benton Road and Leon Road, French Valley, CA

Site Data

RETAIL PHASE 1	251,297.64 SF	(5.769 AC)
RETAIL PHASE 2	87,599.16 SF	(2.011 AC)
BUSINESS PARK PHASE 1	170,493.84 SF	(3.914 AC)
BUSINESS PARK PHASE 2	109,161.36 SF	(2.504 AC)

Totals: 618,595.56 SF (14.19 AC)

Jurisdiction: County of Riverside

Zoning: Scenic Highway Commercial (C-P-S)
Land Use Designation: Commercial Retail (CP: CR)

Boundaries: THIS PLAN HAS BEEN PREPARED BY USING SITE DATA
Information: INFORMATION FROM SWS
ENGINEERING INC.

Building/ Parking Data

TOTAL GROSS FLOOR AREA: 139,606 SF

COUNTY PARKING REQUIREMENTS:

Retail Gross Floor Area: 49,000 SF
RETAIL MIX: 5-1/2 Spaces/ 1,000 SF Floor Area
Required: 270 Spaces
Provided: 339 Spaces

Business Park Gross Floor Area: 89,395 SF
WAREHOUSE: 1/2 Spaces/ 1,000 SF Floor Area
OFFICE: 5 1/1,000 SF Floor Area
Required: 45 Spaces
Provided: 207 Spaces

RETAIL PHASE 1:

BUILDING AREA:	PARKING PROVIDED:	PARCEL:	DRIVE:
THRU QUEUE			
M1 = 10,000 SF	55 (5.5/1,000)	1.247	
S1 = 5,100 SF	63 (12.4/1,000)	0.420	
S2 = 5,800 SF	37 (6.3/1,000)	1.325	
R1 = 7,396 SF	37 (5.1/1,000)	0.909	
R2 = 5,400 SF	42 (7.7/1,000)	1.541	12 CARS
R3 = 3,000 SF	27 (9.0/1,000)	0.327	7.5 CARS
Total: 36,696 SF	261 CARS (7.1/1,000)	5.769 AC	

RETAIL PHASE 2:

BUILDING AREA:	PARKING PROVIDED:	PARCEL:
R4 = 7,000 SF		
R5 = 6,000 SF		
Total: 13,000 SF	78 CARS (6.0/1,000)	2.011 AC

BUSINESS PARK PHASE 1:

BUILDING AREA:	PARKING PROVIDED:	PARCEL:	MAX
OFFICE:			
B1 = 22,925 SF	66 (2.8/1,000)	1.625	11,465 SF
B2 = 13,690 SF	28 (2.0/1,000)	1.009	2,054 SF
B3 = 13,917 SF	19 (1.4/1,000)	1.280	2,600 SF
Total: 50,532 SF	113 CARS (2.2/1,000)	3.914 AC	16,119 SF

BUSINESS PARK PHASE 2:

BUILDING AREA:	PARKING PROVIDED:	PARCEL:	MAX
OFFICE:			
B4 = 11,980 SF	22 (1.8/1,000)	0.942	3,400 SF
B5 = 8,543 SF	17 (2.0/1,000)	0.489	2,800 SF
B6 = 9,170 SF	27 (2.9/1,000)	0.507	3,668 SF
B7 = 9,170 SF	24 (2.6/1,000)	0.566	3,209 SF
Total: 38,863 SF	94 CARS (2.4/1,000)	2.504 AC	13,077 SF

FRENCH VALLEY COMMONS | FRENCH VALLEY, CALIFORNIA
DEVELOPMENT SITE PLAN



W DEVELOPMENT
PARTNERS OF
TEMECULA, LLC

DWG: 0X
DATE: 07-28
SCALE: 1"=60'-0"

A5.0

EXHIBIT C

Allocation of Common Area Maintenance Expenses

Lot	Acre	Use	Allocation
R1	0.621	Retail	4.36%
R2	1.597	Retail/ Restaurant	11.23%
R3	0.339	Retail	2.38%
S1	0.436	Retail	3.07%
M1	1.291	Retail	9.08%
S2	1.373	Retail/ Restaurant	9.66%
B1	1.683	Bus. / Light Industrial	11.84%
B2	1.046	Bus. / Light Industrial	7.35%
B3	1.128	Bus. / Light Industrial	7.93%
B4	0.976	Bus. / Light Industrial	6.86%
B5	0.508	Bus. / Light Industrial	3.57%
B6	0.527	Bus. / Light Industrial	3.70%
B7	0.589	Bus. / Light Industrial	4.14%
R4/5	2.108	Retail/ Restaurant	14.82%