

RECORDING REQUESTED BY  
AND  
WHEN RECORDED MAIL TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## EASEMENT

This EASEMENT (this "**Agreement**") is entered into as of \_\_\_\_\_, 20\_\_\_\_  
by and between the CITY OF RIALTO, a California general law city ("**Grantor**") and AYRES  
HOTEL-RIALTO, L.P., a California limited partnership ("**Grantee**").

## RECITALS

A. Grantor is the owner of that certain real property described in Exhibit "A"  
attached hereto (the "**Burdened Property**").

B. Grantee is the owner of that certain real property described in Exhibit "B"  
attached hereto (the "**Benefited Property**"), immediately adjacent to the Burdened Property.

C. DBA III, LLC, a California limited liability company ("**DBA**"), as buyer, and  
LEWIS-HILLWOOD RIALTO COMPANY, LLC, a Delaware limited liability company  
("**LHR**"), as seller, entered into that certain Purchase and Sale Agreement dated December 19,  
2017, as amended (the "**Purchase Agreement**"), and DBA subsequently assigned its interest in  
the Purchase Agreement to Grantee.

D. Grantor and Grantee wish to provide a means of access to and from Renaissance  
Parkway for the Benefited Property and to provide for certain landscape easements for the  
Benefited Property.

E. Grantor desires to grant to Grantee, and Grantee desires to accept from Grantor,  
certain easements and rights in a portion of the Burdened Property as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of  
which is hereby acknowledged, the parties hereto hereby agree as follows:

## AGREEMENT

1. Grant of Exclusive Access Easement. Grantor hereby grants to Grantee, for the  
use and enjoyment by Grantee and by Grantee's respective lessees, sublessees, employees,  
agents, invitees, guests, successors and assigns, an irrevocable, perpetual, exclusive right-of-way  
easement for pedestrian and vehicular ingress and egress over and across that certain portion of

the Burdened Property described in Exhibit "C" attached hereto (the "**Exclusive Access Easement Area**") as depicted in Exhibit "E" attached hereto (hereinafter referred to as the "**Exclusive Access Easement**").

2. Grant of Shared Access Easement. Grantor hereby grants to Grantee, for the use and enjoyment by Grantee and by Grantee's respective lessees, sublessees, employees, agents, invitees, guests, successors and assigns, an irrevocable, perpetual, non-exclusive right-of-way easement for pedestrian and vehicular ingress and egress over and across that certain portion of the Burdened Property described in Exhibit "D" attached hereto (the "**Shared Access Easement Area**") as depicted in Exhibit "E" attached hereto (hereinafter referred to as the "**Shared Access Easement**").

3. Grant of Exclusive Landscape Easement. Grantor hereby grants to Grantee, for the use by Grantee and by Grantee's employees, agents, successors and assigns, an irrevocable, perpetual, exclusive easement in, on, over, across, through and under that certain portion of the Burdened Property described and depicted in Exhibit "F" attached hereto, but excepting therefrom the Exclusive Access Easement Area (the "**Exclusive Landscape Easement Area**") for the purpose of installing, maintaining, repairing and replacing landscape improvements thereon, and for the use, installation, maintenance, repair and replacement of utilities (including without limitation, electrical, water, storm drains and/or drainage) required to maintain the landscaping and improvements thereon (hereinafter referred to as the "**Exclusive Landscape Easement**"). Grantee acknowledges that the Exclusive Landscape Easement Area shall be subject to the Maintenance Agreement recorded concurrently herewith. In addition, Grantee acknowledges and agrees that Grantor, or Grantor's successor-in-interest, shall be allowed to place, maintain, repair, and replace certain signs within the Exclusive Landscape Easement Area as may be reasonably required to give notice of traffic or parking rules, or as may be otherwise requested or required by governmental authority, including, but not limited to, a sign providing truck direction/route. For signs that are not required by any appropriate governmental authority, Grantee shall first submit a request to Grantor for review and approval, which approval shall not be unreasonably withheld.

4. Character of Easement. The Exclusive Access Easement, the Shared Access Easement and the Exclusive Landscape Easement (collectively, hereinafter the "**Easements**") shall be appurtenant to each of the Benefited Property and the Burdened Property and shall be binding upon and run with the Benefited Property and the Burdened Property regardless of a transfer of ownership of the Benefited Property and the Burdened Property.

5. Duration of Easement. The Easements shall be effective as of the date of recordation of this Agreement in the Official Records of San Bernardino County, California (the "**Official Records**"), and shall, along with this Agreement, run with the land until such time as the owner of the Benefited Property and the owner of the Burdened Property record a written termination of the Easements and this Agreement in the Official Records.

6. Construction of Driveways. Grantee represents to Grantor that, pursuant to the terms and provisions of the Purchase Agreement, LHR shall install and construct certain driveway improvements in the Shared Access Easement Area (the "**Shared Driveway**") and

certain driveway improvements in the Exclusive Access Easement Area (the "**Grantee Driveway**") in accordance with the terms and provisions of the Purchase Agreement.

7. Installation of Landscape Improvements. Grantee represents to Grantor that pursuant to the terms and provisions of the Purchase Agreement, LHR shall provide initial grading of the Exclusive Landscape Easement Area and shall install a curb and gutter along the outside edge of the Exclusive Landscape Easement Area. Thereafter, Grantee shall install and construct all landscape improvements and any utilities required to maintain said landscape improvements within the Exclusive Landscape Easement Area.

8. Exclusive Access Easement Area Maintenance. Upon completion by LHR of the installation and construction of the Grantee Driveway, Grantee shall have the obligation, at its own cost and expense, to repair, replace, and maintain in a prompt and diligent manner the Exclusive Access Easement Area, including the Grantee Driveway, in reasonably clean, good and safe condition and to cause necessary maintenance, repairs and alterations to be made thereto. All such maintenance, repairs and replacements shall be in compliance with all applicable laws, ordinances, rules and regulations. Such construction, repair, replacement or maintenance of the Grantee Driveway shall not unreasonably impede the use of the Shared Driveway. In the interests of efficiency, cost-savings, and minimization of disruption of operations, Grantor and Grantee shall use commercially reasonable efforts to coordinate and cooperate with each other with respect to the maintenance, repair and replacement of the Grantor Driveway and the Shared Driveway.

9. Shared Access Easement Area Maintenance. Grantor shall have the obligation, at its own cost and expense, to repair, replace, and maintain in a prompt and diligent manner the Shared Access Easement Area, including the Shared Driveway, in reasonably clean, good and safe condition and to cause necessary maintenance, repairs and alterations to be made thereto. All such maintenance, repairs and replacements shall be in compliance with all applicable laws, ordinances, rules and regulations. Such construction, repair, replacement or maintenance of the Shared Driveway shall not unreasonably impede the use of the Grantee Driveway. The foregoing notwithstanding, in the event that Grantee, or Grantee's respective lessees, sublessees, employees, agents, contractors, invitees, or guests, shall negligently cause an increase in the costs incurred by Grantor to clean and maintain the Shared Access Easement Area, or as a result of the misuse of the Shared Driveway, shall cause Grantee to incur costs for the repair or replacement of the Shared Driveway, then Grantee shall be liable for such costs, and shall reimburse Grantor for such costs within thirty (30) days after receipt of a written request for reimbursement itemizing such costs. If Grantee fails to timely make such payment, the amounts payable shall accrue interest at a rate of ten percent (10%) per annum until paid in full by Grantee.

10. Exclusive Landscape Easement Area Maintenance. Grantee shall have the obligation, at its own cost and expense, to maintain, repair, replace, and restore in a prompt and diligent manner the landscape improvements and the Exclusive Landscape Easement Area.

(a) Standards. The standard for the quality of maintenance of the Exclusive Landscape Easement Area and landscape improvements therein shall be met whether or not a specific item of maintenance is listed below. However, representative items of maintenance

shall include: (i) proper maintenance of the Exclusive Landscape Easement Area and all landscape improvements therein such that they are evenly cut and evenly edged, where appropriate, reasonably free of bare and brown spots, debris, trash, litter, droppings and weeds; (ii) maintenance, repair and replacement on a regular schedule, of landscaping, irrigation systems and utilities; (iii) fertilizing, irrigating and replacing vegetation, as necessary; (iv) use and replacement of vegetation of a type and amount as may reasonably be required to maintain the Exclusive Landscape Easement Area in accordance with the Renaissance Specific Plan; (v) adequate maintenance of all Exclusive Landscape Easement Area and all landscape improvements therein so as not to be detrimental to public health, safety, or general welfare; and (vi) regular and even trimming and pruning of all trees and shrubs so they do not impede vehicular or pedestrian traffic, do not intrude into neighboring properties, do not create nuisances to neighboring properties, including but not limited to root pruning to eliminate exposed surface roots and damage to curbs and gutters, sidewalks, driveways, utilities and other structures or improvements.

(b) Failure to Maintain. If Grantee fails to maintain any portion of the Exclusive Landscape Easement Area as required hereunder or pursuant to the Maintenance Agreement, it shall be liable to the owner of the Burdened Property for any costs incurred as a result of such failure, including, but not limited to, any fines, judgments, costs of suit, attorney's fees, and any charges for maintenance work performed by the City or other governmental authority and subsequently charged to the owner of the Burdened Property. Grantee shall reimburse Grantor for such costs within thirty (30) days after receipt of a written request for reimbursement itemizing such costs. If Grantee fails to timely make such payment, the amounts payable shall accrue interest at a rate of ten percent (10%) per annum until paid in full by Grantee.

11. Access to Benefited Property. Grantor shall provide Grantee and Grantee's respective lessees, sublessees, employees, agents, invitees, and guests with unlimited and unburdened access to the Benefited Property via the Shared Access Easement Area and the Exclusive Access Easement Area.

12. Insurance. From and after the date hereof, Grantee, at its sole cost, shall obtain and keep in force at all times a policy or policies (which may be a combination of primary coverage and umbrella policies) of commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the aggregate, covering liabilities for personal injury, death and property damage arising out of activities on or about the Exclusive Landscape Easement Area, the Exclusive Access Easement Area, and the Shared Access Easement Area and/or the landscape improvements, the Shared Driveway, or the Grantee Driveway, which policy shall: (i) include Grantor as an additional insured pursuant to a valid endorsement; (ii) be underwritten by an insurance company having a Best's rating of A-/VII or better; (iii) include contractual liability coverage with respect to Grantee's indemnification obligations hereunder; (iv) not be cancelable or subject to amendment without at least ten (10) days' advance written notice to Grantor; and (v) be primary and non-contributing with any other insurance available to Grantor.

13. Indemnity. Grantee hereby agrees that it shall protect, indemnify, defend and hold harmless the Grantor, and Grantor's appointed and elected officials, agents, attorneys,

affiliates, employees, contractors, consultants and representatives, from and against any and all actual or potential claims, proceedings, lawsuits, liabilities, damages, injuries, deaths, losses, fines, penalties, judgments, liens (including mechanic's and materialman's liens), awards, costs and expenses, including, without limitation, reasonable attorneys' fees and costs, that arise out of, or relate in any way to, the use of the Exclusive Landscape Easement Area, the Exclusive Access Easement Area, and the Shared Access Easement Area and/or the landscape improvements, the Shared Driveway, or the Grantee Driveway by Grantee and Grantee's respective lessees, sublessees, employees, agents, contractors, invitees, or guests. The provisions of this Section shall survive the termination of this Agreement.

14. Mechanic's Liens. Grantee shall keep the Exclusive Landscape Easement Area and the Exclusive Access Easement Area free and clear of any mechanics' liens or materialmen's liens.

15. No Relocation. Grantor shall not have the right to relocate the Easements.

16. Entire Agreement. This Agreement constitutes the entire agreement between Grantor and Grantee relating to the Easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Grantor and Grantee and recorded in the Official Records. Furthermore, by signing this Agreement, Grantor represents and warrants to Grantee that Grantor is duly authorized to enter into this Agreement.

17. Binding Effect. This Agreement shall be binding on the Grantor and the Grantee and their respective successors and assigns, and on all parties having or acquiring any right, title, interest or estate in the Benefited Property or the Burdened Property, respectively, or any portions thereof.

18. No Partnership, Joint Venture or Principal-Agent Relationship. Neither anything in this Agreement nor any acts of Grantor or Grantee shall be deemed by Grantor, Grantee or by any third party to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the parties hereto.

19. Severability. If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

20. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

21. Default Shall Not Permit Termination of Agreement. No default under this Agreement shall entitle any party to cancel or otherwise rescind this Agreement, provided, however, that this limitation shall not affect any other rights or remedies that the parties may

have by reason of any default under this Agreement, including without limitation, the taking of any remedial action as may be necessary to enforce compliance with this Agreement.

22. Right to Enjoin. In the event of any violation or threatened violation of any of the provisions of this Agreement by any party, each other party directly affected by such violation or threatened violation shall have the right to (a) apply to a court of competent jurisdiction for a restraining order or an injunction against such violation or threatened violation, which restraining orders or injunctions shall be obtainable upon proof of violation or threatened violation and without the necessity of proof of inadequacy of legal remedies or irreparable harm; or (b) pursue an action for specific performance.

23. Attorneys' Fees. If any legal action or proceeding arising out of or relating to this Agreement is brought by any party to this Agreement against any other party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

24. Further Assurances. Grantor and Grantee agree from time to time to execute and deliver such further documents and instruments, and to take such further actions, as shall be reasonably necessary or appropriate to carry out the intent and purposes of this Agreement.

25. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original and all of which, when taken together constitute one and the same instrument.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year hereinabove written.

"Grantor"

**CITY OF RIALTO**, a California general law city

Date: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
City Administrator

**ATTEST:**

By: \_\_\_\_\_  
Barbara A. McGee, City Clerk

**APPROVED AS TO FORM:**

**ALESHIRE & WYNDER, LLP**

By: \_\_\_\_\_  
Fred Galante, City Attorney

*[Signatures Continued on Following Page]*

"Grantee"

AYRES HOTEL-RIALTO, L.P.,  
a California limited partnership

By: DBA III, LLC,  
a California limited liability company,  
its general partner

By: \_\_\_\_\_  
Name: Donald B. Ayres, III  
Title: Manager



## 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 \_\_\_\_\_)

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name of notary)

Notary Public, personally appeared \_\_\_\_\_,  
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\_\_\_\_\_

(Seal)

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF BURDENED PROPERTY**

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT TOWNSHIP PLAT, DESCRIBED AS FOLLOWS:

**COMMENCING** AT A POINT IN THE EASTERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 33, ALSO BEING THE CENTERLINE OF LINDEN AVENUE, SAID POINT BEING DISTANT THEREON SOUTH 00° 17' 49" EAST 531.05 FEET MEASURED ALONG SAID EASTERLY LINE FROM THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 33;

THENCE SOUTH 89° 41' 09" WEST 43.67 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 89° 41' 09" WEST 78.55 FEET;

THENCE NORTH 00° 18' 51" WEST 30.63 FEET;

THENCE SOUTH 89° 41' 09" WEST 365.03 FEET;

THENCE NORTH 00° 01' 30" EAST 98.11 FEET;

THENCE NORTH 17° 31' 20" WEST 25.76 FEET;

THENCE NORTH 00° 19' 57" WEST 142.85 FEET TO A POINT IN THE SOUTHERLY LINE OF RENAISSANCE PARKWAY, SAID SOUTHERLY LINE BEING PARALLEL AND CONCENTRIC WITH AND DISTANT SOUTHERLY 54.00 FEET MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF RENAISSANCE PARKWAY AS SHOWN ON RECORD OF SURVEY 08-088, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED BOOK 140, PAGES 35 THROUGH 51, INCLUSIVE, OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1750.63 FEET, A RADIAL LINE TO THE BEGINNING OF SAID NON-TANGENT CURVE BEARS NORTH 05° 09' 02" WEST;

THENCE WESTERLY ALONG SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 11° 42' 49", AN ARC LENGTH OF 357.90 FEET;

THENCE SOUTH 73° 08' 09" WEST 654.05 FEET TO THE BEGINNING OF TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1858.63 FEET;

THENCE WESTERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 16° 34' 05", AN ARC LENGTH OF 537.46 FEET;

THENCE SOUTH 89° 42' 14" WEST 573.55 FEET;

THENCE SOUTH 51° 01' 06" WEST 32.03 FEET TO A LINE PARALLEL WITH DISTANT EASTERLY 42.00 FEET MEASURED AT RIGHT ANGLES FROM THE WESTERLY LINE OF SAID NORTHEAST QUARTER;

THENCE SOUTHERLY ALONG SAID PARALLEL LINE, SOUTH 00° 20' 18" EAST 388.95 FEET

TO THE SOUTHERLY LINE OF PARCEL 2 OF PARCEL MAP NO. 11101, IN SAID CITY, COUNTY AND STATE, AS PER MAP FILED IN BOOK 136, PAGE 34 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE EASTERLY ALONG SAID SOUTHERLY LINE AND ITS EASTERLY PROLONGATION NORTH 89° 40' 42" EAST 1279.32 FEET;

THENCE NORTH 00° 19' 03" WEST 47.64 FEET TO THE SOUTHERLY LINE OF THE NORTH 263.79 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER;

THENCE EASTERLY ALONG LAST MENTIONED SOUTHERLY LINE, NORTH 89° 41' 09" EAST 1281.34 FEET TO THE WESTERLY LINE OF LINDEN AVENUE AS DEDICATED PER GRANT OF RIGHT OF WAY RECORDED JULY 28, 2016 AS DOCUMENT NO. 2016-0303163 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTHERLY ALONG SAID WESTERLY LINE OF LINDEN AVENUE, NORTH 00° 17' 49" WEST 246.07 FEET TO THE BEGINNING OF TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 1489.00 FEET;

THENCE CONTINUING NORTHERLY ALONG SAID WESTERLY LINE OF LINDEN AVENUE AND SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 01° 39' 33", AN ARC LENGTH OF 43.12 FEET;

THENCE CONTINUING NORTHERLY ALONG SAID WESTERLY LINE OF LINDEN AVENUE, NORTH 01° 57' 22" WEST 105.24 FEET TO THE **POINT OF BEGINNING**.

## **EXHIBIT "B"**

### **LEGAL DESCRIPTION OF BENEFITED PROPERTY**

THAT PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT TOWNSHIP PLAT APPROVED BY THE SURVEYOR GENERAL, DESCRIBED AS FOLLOWS:

**COMMENCING** AT A POINT IN THE EASTERLY LINE OF SAID NORTHEAST 1/4 OF SECTION 33, ALSO BEING THE CENTERLINE OF LINDEN AVENUE, SAID POINT BEING DISTANT THEREON SOUTH 00° 17' 49" EAST 531.05 FEET MEASURED ALONG SAID EASTERLY LINE FROM THE NORTHEAST CORNER OF SAID NORTHEAST 1/4 OF SECTION 33;

THENCE SOUTH 89° 41' 09" WEST 43.67 FEET TO A POINT ON THE WESTERLY LINE OF LINDEN AVENUE AS DEDICATED PER DOCUMENT RECORDED JULY 28, 2016 AS DOCUMENT NO. 2016-0303163 OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE SOUTH 89° 41' 09" WEST 78.55 FEET;

THENCE NORTH 00° 18' 51" WEST 30.63 FEET;

THENCE SOUTH 89° 41' 09" WEST 365.03 FEET;

THENCE NORTH 00° 01' 30" EAST 98.11 FEET;

THENCE NORTH 17° 31' 20" WEST 25.76 FEET;

THENCE NORTH 00° 19' 57" WEST 142.85 FEET TO A POINT IN THE SOUTHERLY LINE OF RENAISSANCE PARKWAY, SAID SOUTHERLY LINE BEING PARALLEL AND CONCENTRIC WITH AND DISTANT SOUTHERLY 54.00 FEET MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF RENAISSANCE PARKWAY AS SHOWN ON RECORD OF SURVEY 08-088, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED BOOK 140, PAGES 35 THROUGH 51, INCLUSIVE, OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1750.63 FEET, A RADIAL LINE TO THE BEGINNING OF SAID NON-TANGENT CURVE BEARS NORTH 05° 09' 02" WEST;

THENCE EASTERLY ALONG SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 04° 50' 58", AN ARC LENGTH OF 148.17 FEET;

THENCE CONTINUING EASTERLY ALONG SAID PARALLEL LINE, NORTH 89° 41' 56" EAST 280.54 FEET;

THENCE SOUTH 45° 08' 39" EAST 28.21 FEET TO A LINE PARALLEL WITH AND DISTANT WESTERLY 46.00 FEET MEASURED AT RIGHT ANGLES FROM SAID EASTERLY LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33;

THENCE SOUTHERLY ALONG LAST MENTIONED PARALLEL LINE AND SAID WESTERLY LINE OF LINDEN AVENUE, SOUTH 00° 17' 49" EAST 180.24 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1500.00 FEET;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE AND SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF  $01^{\circ} 39' 34''$ , AN ARC LENGTH OF 43.44 FEET;

THENCE CONTINUING SOUTHERLY ALONG SAID WESTERLY LINE, SOUTH  $01^{\circ} 57' 22''$  EAST 58.71 FEET TO THE **POINT OF BEGINNING**.

## EXHIBIT "C"

### LEGAL DESCRIPTION OF THE EXCLUSIVE ACCESS EASEMENT AREA

THAT PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT TOWNSHIP PLAT APPROVED BY THE SURVEYOR GENERAL, DESCRIBED AS FOLLOWS:

**COMMENCING** AT A POINT IN THE EASTERLY LINE OF SAID NORTHEAST 1/4 OF SECTION 33, ALSO BEING THE CENTERLINE OF LINDEN AVENUE, SAID POINT BEING DISTANT THEREON SOUTH 00° 17' 49" EAST 531.05 FEET MEASURED ALONG SAID EASTERLY LINE FROM THE NORTHEAST CORNER OF SAID NORTHEAST 1/4 OF SECTION 33;

THENCE SOUTH 89° 41' 09" WEST 122.22 FEET;

THENCE NORTH 00° 18' 51" WEST 30.63 FEET;

THENCE SOUTH 89° 41' 09" WEST 365.03 FEET;

THENCE NORTH 00° 01' 30" EAST 98.11 FEET;

THENCE NORTH 17° 31' 20" WEST 25.76 FEET TO A COURSE HEREINAFTER REFERRED TO AS **COURSE "A"**;

THENCE NORTHERLY ALONG AFOREMENTIONED **COURSE "A"**, NORTH 00° 19' 57" WEST 142.85 FEET TO A LINE PARALLEL WITH AND DISTANT SOUTHERLY 54.00 FEET, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF RENAISSANCE PARKWAY (FORMERLY KNOWN AS "EASTON STREET"), AS DESCRIBED IN GRANT DEED TO THE STATE OF CALIFORNIA, RECORDED JUNE 12, 2008 AS DOCUMENT NO. 2008-0268512 OF OFFICIAL RECORDS AND SHOWN IN RECORD OF SURVEY 08-088, RECORDED IN BOOK 140, PAGES 35 THROUGH 51, INCLUSIVE OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE SOUTHERLY ALONG AFOREMENTIONED **COURSE "A"**, SOUTH 00° 19' 57" EAST 28.66 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTHERLY ALONG AFOREMENTIONED **COURSE "A"**, SOUTH 00° 19' 57" EAST 26.04 FEET;

THENCE SOUTH 84° 23' 36" WEST 17.57 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 61.50 FEET;

THENCE WESTERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 30° 02' 07", AN ARC LENGTH OF 32.24 FEET TO A COURSE HEREINAFTER REFERRED TO AS **COURSE "B"**;

THENCE SOUTHWESTERLY ALONG AFOREMENTIONED **COURSE "B"** SOUTH 54° 21' 29" WEST 37.73 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 30.00 FEET;

THENCE WESTERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 96° 48' 35", AN ARC LENGTH OF 50.69 FEET;

THENCE NORTH 28° 49' 56" WEST 7.43 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 40.00 FEET;

THENCE NORTHERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 20° 00' 28", AN ARC LENGTH OF 13.97 FEET;

THENCE NORTH 08° 49' 27" WEST 11.65 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 45.00 FEET;

THENCE NORTHWESTERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 43° 35' 09", AN ARC LENGTH OF 34.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE SOUTHERLY HAVING A RADIUS OF 1750.63 FEET, A RADIAL LINE BEARS NORTH 10° 02' 55" WEST TO THE BEGINNING OF SAID NON-TANGENT CURVE, SAID NON-TANGENT CURVE BEING THE AFOREMENTIONED PARALLEL LINE, BEING 54.00 FEET SOUTHERLY FROM SAID CENTERLINE OF RENAISSANCE PARKWAY;

THENCE EASTERLY ALONG SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 02° 26' 55", AN ARC LENGTH OF 74.81 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 45.00 FEET, A RADIAL LINE BEARS NORTH 55° 14' 18" WEST TO THE BEGINNING OF SAID NON-TANGENT CURVE;

THENCE SOUTHERLY ALONG SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 43° 35' 09", AN ARC LENGTH OF 34.23 FEET;

THENCE SOUTH 08° 49' 27" EAST 1.75 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "A"**, SAID POINT ALSO BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 10.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 117° 17' 13", AN ARC LENGTH OF 20.47 FEET;

THENCE NORTH 53° 53' 20" EAST 3.62 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 88.00 FEET;

THENCE EASTERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 30° 43' 11", AN ARC LENGTH OF 47.18 FEET;

THENCE NORTH 84° 36' 31" EAST 19.56 FEET TO THE **POINT OF BEGINNING**.

**EXCEPTING** THEREFROM THAT PORTION OF THE ABOVE DESCRIBED LYING WESTERLY OF THE FOLLOWING 3 COURSES:

1. BEGINNING AT AFOREMENTIONED **POINT "A"**, THENCE SOUTH 08° 49' 27" EAST 5.26 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 50.00 FEET
2. THENCE SOUTHEASTERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 38° 27' 40", AN ARC LENGTH OF 33.56 FEET;
3. THENCE SOUTH 47° 17' 07" EAST 3.24 FEET TO THE AFOREMENTIONED **COURSE "B"**

**CONTAINING:** 2,098 SQUARE FEET OR 0.048 ACRES MORE OR LESS.

## EXHIBIT "D"

### LEGAL DESCRIPTION OF THE SHARED ACCESS EASEMENT AREA

THAT PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT TOWNSHIP PLAT APPROVED BY THE SURVEYOR GENERAL, DESCRIBED AS FOLLOWS:

**COMMENCING** AT A POINT IN THE EASTERLY LINE OF SAID NORTHEAST 1/4 OF SECTION 33, ALSO BEING THE CENTERLINE OF LINDEN AVENUE, SAID POINT BEING DISTANT THEREON SOUTH 00° 17' 49" EAST 531.05 FEET MEASURED ALONG SAID EASTERLY LINE FROM THE NORTHEAST CORNER OF SAID NORTHEAST 1/4 OF SECTION 33;

THENCE SOUTH 89° 41' 09" WEST 122.22 FEET;

THENCE NORTH 00° 18' 51" WEST 30.63 FEET;

THENCE SOUTH 89° 41' 09" WEST 365.03 FEET;

THENCE NORTH 00° 01' 30" EAST 98.11 FEET;

THENCE NORTH 17° 31' 20" WEST 25.76 FEET TO A COURSE HEREINAFTER REFERRED TO AS **COURSE "A"**;

THENCE NORTHERLY ALONG AFOREMENTIONED **COURSE "A"**, NORTH 00° 19' 57" WEST 142.85 FEET TO A LINE PARALLEL WITH AND DISTANT SOUTHERLY 54.00 FEET, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF RENAISSANCE PARKWAY (FORMERLY KNOWN AS "EASTON STREET"), AS DESCRIBED IN GRANT DEED TO THE STATE OF CALIFORNIA, RECORDED JUNE 12, 2008 AS DOCUMENT NO. 2008-0268512 OF OFFICIAL RECORDS AND SHOWN IN RECORD OF SURVEY 08-088, RECORDED IN BOOK 140, PAGES 35 THROUGH 51, INCLUSIVE OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE SOUTHERLY ALONG AFOREMENTIONED **COURSE "A"**, SOUTH 00° 19' 57" EAST 28.66 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTHERLY ALONG AFOREMENTIONED **COURSE "A"**, SOUTH 00° 19' 57" EAST 26.04 FEET;

THENCE SOUTH 84° 23' 36" WEST 17.57 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 61.50 FEET;

THENCE WESTERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 30° 02' 07", AN ARC LENGTH OF 32.24 FEET TO A COURSE HEREINAFTER REFERRED TO AS **COURSE "B"**;

THENCE SOUTHWESTERLY ALONG AFOREMENTIONED **COURSE "B"** SOUTH 54° 21' 29" WEST 37.73 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 30.00 FEET;

THENCE WESTERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 96° 48' 35", AN ARC LENGTH OF 50.69 FEET;



THENCE NORTH 28° 49' 56" WEST 7.43 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 40.00 FEET;

THENCE NORTHERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 20° 00' 28", AN ARC LENGTH OF 13.97 FEET;

THENCE NORTH 08° 49' 27" WEST 11.65 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 45.00 FEET;

THENCE NORTHWESTERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 43° 35' 09", AN ARC LENGTH OF 34.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE SOUTHERLY HAVING A RADIUS OF 1750.63 FEET, A RADIAL LINE BEARS NORTH 10° 02' 55" WEST TO THE BEGINNING OF SAID NON-TANGENT CURVE, SAID NON-TANGENT CURVE BEING THE AFOREMENTIONED PARALLEL LINE, BEING 54.00 FEET SOUTHERLY FROM SAID CENTERLINE OF RENAISSANCE PARKWAY;

THENCE EASTERLY ALONG SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 02° 26' 55", AN ARC LENGTH OF 74.81 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 45.00 FEET, A RADIAL LINE BEARS NORTH 55° 14' 18" WEST TO THE BEGINNING OF SAID NON-TANGENT CURVE;

THENCE SOUTHERLY ALONG SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 43° 35' 09", AN ARC LENGTH OF 34.23 FEET;

THENCE SOUTH 08° 49' 27" EAST 1.75 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "A"**, SAID POINT ALSO BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 10.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 117° 17' 13", AN ARC LENGTH OF 20.47 FEET;

THENCE NORTH 53° 53' 20" EAST 3.62 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 88.00 FEET;

THENCE EASTERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 30° 43' 11", AN ARC LENGTH OF 47.18 FEET;

THENCE NORTH 84° 36' 31" EAST 19.56 FEET TO THE **POINT OF BEGINNING**.

**EXCEPTING** THEREFROM THAT PORTION OF THE ABOVE DESCRIBED LYING EASTERLY OF THE FOLLOWING 3 COURSES:

1. BEGINNING AT AFOREMENTIONED **POINT "A"**, THENCE SOUTH 08° 49' 27" EAST 5.26 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 50.00 FEET
2. THENCE SOUTHEASTERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 38° 27' 40", AN ARC LENGTH OF 33.56 FEET;
3. THENCE SOUTH 47° 17' 07" EAST 3.24 FEET TO THE AFOREMENTIONED **COURSE "B"**

**CONTAINING:** 4,280 SQUARE FEET OR 0.098 ACRES MORE OR LESS.

**EXHIBIT "E"**

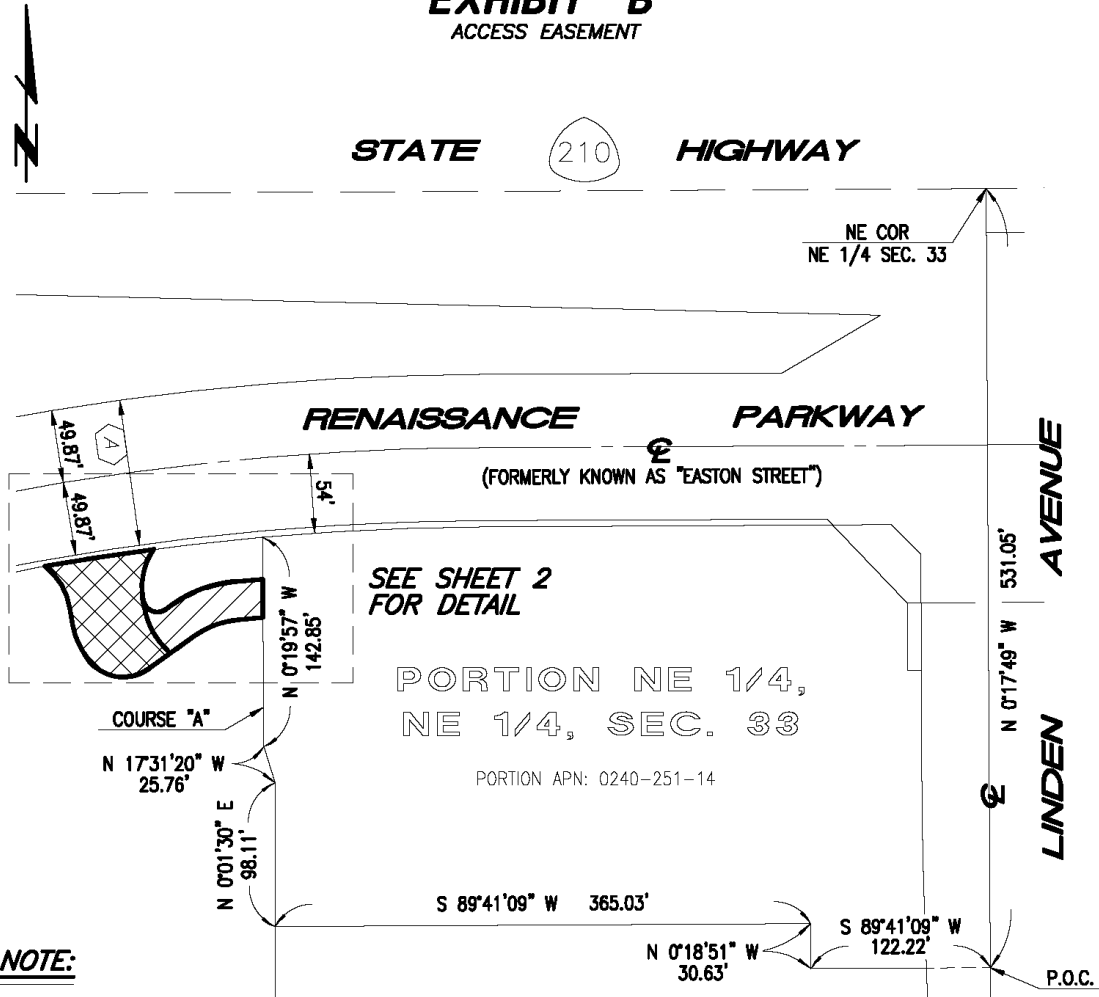
**DEPICTION OF ACCESS EASEMENTS**

The Exclusive Access Easement Area is shown on the following depiction as Parcel A and the Shared Access Easement Area is shown as Parcel B.

SCALE: 1" = 100'

**EXHIBIT "B"**  
ACCESS EASEMENT

SHEET 1 OF 2



**NOTE:**

(A) GRANT OF RIGHT-OF-WAY RECORDED  
JULY 12, 2008 AS DOCUMENT NO.  
2008-0268512 OF OFFICIAL RECORDS

**LEGEND:**

PARCEL A:  
INDICATES ACCESS EASEMENT.  
CONTAINS: 2,098 SQ. FT.  
0.048 AC. ±

PARCEL B:  
INDICATES ACCESS EASEMENT.  
CONTAINS: 4,280 SQ. FT.  
0.098 AC. ±

Last Update: 10/19/18  
Q:\ESMT\HOTEL ACCESS - 2\3604\_HOTEL ACCESS-2.dwg

**Thienes Engineering, Inc.**  
CML ENGINEERING • LAND SURVEYING  
14349 FIRESTONE BOULEVARD  
LA MIRADA, CALIFORNIA 90638  
PH.(714)521-4811 FAX(714)521-4173

**SURVEYOR:**

PREPARED UNDER THE DIRECTION OF:

BRIAN L. THIENES  
P.L.S. NO. 5750  
REG. EXP. DEC. 31, 2019

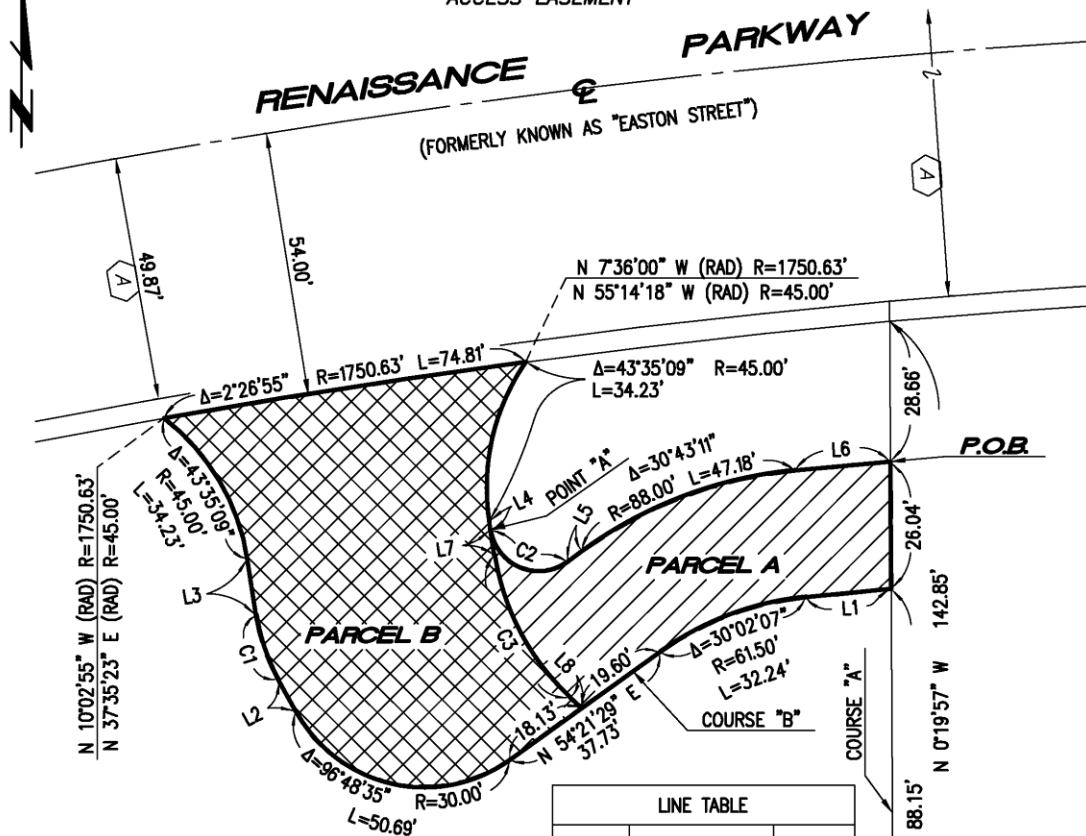
DATE



SCALE: 1" = 30'

# **EXHIBIT "B"** ACCESS EASEMENT

SHEET 2 OF 2

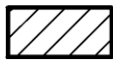


PORTION NE 1/4,  
NE 1/4, SEC. 33

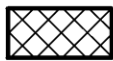
**NOTE:** PORTION APN: 0240-251-14

**NOTE:** GRANT OF RIGHT-OF-WAY RECORDED  
JULY 12, 2008 AS DOCUMENT NO.  
2008-0268512 OF OFFICIAL RECORDS

## **LEGEND:**



PARCEL A:  
INDICATES ACCESS EASEMENT.  
CONTAINS: 2,098 SQ. FT.  
0.048 AC. ±



PARCEL B:  
INDICATES ACCESS EASEMENT.  
CONTAINS: 4,280 SQ. FT.  
0.098 AC. ±

**Thienes Engineering, Inc.**  
CIVIL ENGINEERING • LAND SURVEYING  
14349 FIRESTONE BOULEVARD  
LA MIRADA, CALIFORNIA 90638  
PH.(714)521-4811 FAX(714)521-4173

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 84°23'36" W	17.57'
L2	S 28°49'56" E	7.43'
L3	S 8°49'27" E	11.65'
L4	N 8°49'27" W	1.75'
L5	S 53°53'20" W	3.62'
L6	S 84°36'31" W	19.56'
L7	N 8°49'27" W	5.26'
L8	S 47°17'07" E	3.24'

CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	20°00'28"	40.00'	13.97'
C2	117°17'13"	10.00'	20.47'
C3	38°27'40"	50.00'	33.56'

## **EXHIBIT "F"**

### **LEGAL DESCRIPTION AND DEPICTION OF THE EXCLUSIVE LANDSCAPE EASEMENT AREA**

THAT PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT TOWNSHIP PLAT APPROVED BY THE SURVEYOR GENERAL, DESCRIBED AS FOLLOWS:

**COMMENCING** AT A POINT IN THE EASTERLY LINE OF SAID NORTHEAST 1/4 OF SECTION 33, ALSO BEING THE CENTERLINE OF LINDEN AVENUE, SAID POINT BEING DISTANT THEREON SOUTH 00° 17' 49" EAST 531.05 FEET MEASURED ALONG SAID EASTERLY LINE FROM THE NORTHEAST CORNER OF SAID NORTHEAST 1/4 OF SECTION 33;

THENCE SOUTH 89° 41' 09" WEST 122.22 FEET;

THENCE NORTH 00° 18' 51" WEST 25.77 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTHERLY, NORTH 00° 18' 51" WEST 4.85 FEET;

THENCE SOUTH 89° 41' 09" WEST 365.03 FEET;

THENCE NORTH 00° 01' 30" EAST 98.11 FEET;

THENCE NORTH 17° 31' 20" WEST 25.76 FEET;

THENCE NORTH 00° 19' 57" WEST 142.85 FEET TO A POINT IN THE SOUTHERLY LINE OF RENAISSANCE PARKWAY, SAID SOUTHERLY LINE BEING PARALLEL AND CONCENTRIC WITH AND DISTANT SOUTHERLY 54.00 FEET MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF RENAISSANCE PARKWAY AS SHOWN ON RECORD OF SURVEY 08-088, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED BOOK 140, PAGES 35 THROUGH 51, INCLUSIVE, OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1750.63 FEET, A RADIAL LINE TO THE BEGINNING OF SAID NON-TANGENT CURVE BEARS NORTH 05° 09' 02" WEST;

THENCE WESTERLY ALONG SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 02° 26' 58", AN ARC LENGTH OF 74.84 FEET TO THE BEGINNING OF NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 45.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID NON-TANGENT CURVE BEARS NORTH 55° 14' 18" WEST;

THENCE SOUTHERLY ALONG SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 43° 35' 09", AN ARC LENGTH OF 34.23 FEET;

THENCE SOUTH 08° 49' 27" EAST 7.01 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET;

THENCE SOUTHERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 38° 27' 40", AN ARC LENGTH OF 33.56 FEET;

THENCE SOUTH 47° 17' 07" EAST 49.55 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 99.00 FEET;

THENCE SOUTHERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 46° 58' 16", AN ARC LENGTH OF 81.16 FEET;

THENCE SOUTH 00° 18' 51" EAST 82.73 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE

NORTHEASTERLY AND HAVING A RADIUS OF 5.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 91° 33' 20", AN ARC LENGTH OF 7.99 FEET;

THENCE NORTH 89° 41' 09" EAST 365.02 FEET TO THE **POINT OF BEGINNING**.

**CONTAINING:** 10,320 SQUARE FEET OR 0.237 ACRES, MORE OR LESS.

SCALE: 1" = XX'

# EXHIBIT "B"

PRIVATE LANDSCAPE EASEMENT

SHEET 1 OF 1

CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	2°26'58"	1750.63'	74.84'
C2	43°35'09"	45.00'	34.23'
C3	38°27'40"	50.00'	33.56'
C4	46°58'16"	99.00'	81.16'
C5	91°33'20"	5.00'	7.99'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 0°18'51" W	25.77'
L2	N 0°18'51" W	4.85'
L3	S 89°41'09" W	365.03'
L4	N 0°01'30" E	98.11'
L5	N 17°31'20" W	25.76'
L6	N 0°19'57" W	142.85'
L7	S 8°49'27" E	7.01'
L8	S 47°17'07" E	49.55'
L9	S 0°18'51" E	82.73'
L10	N 89°41'09" E	365.02'
L11	N 5°09'02" W	(RAD)
L12	N 55°14'18" W	(RAD)

RENAISSANCE

STATE

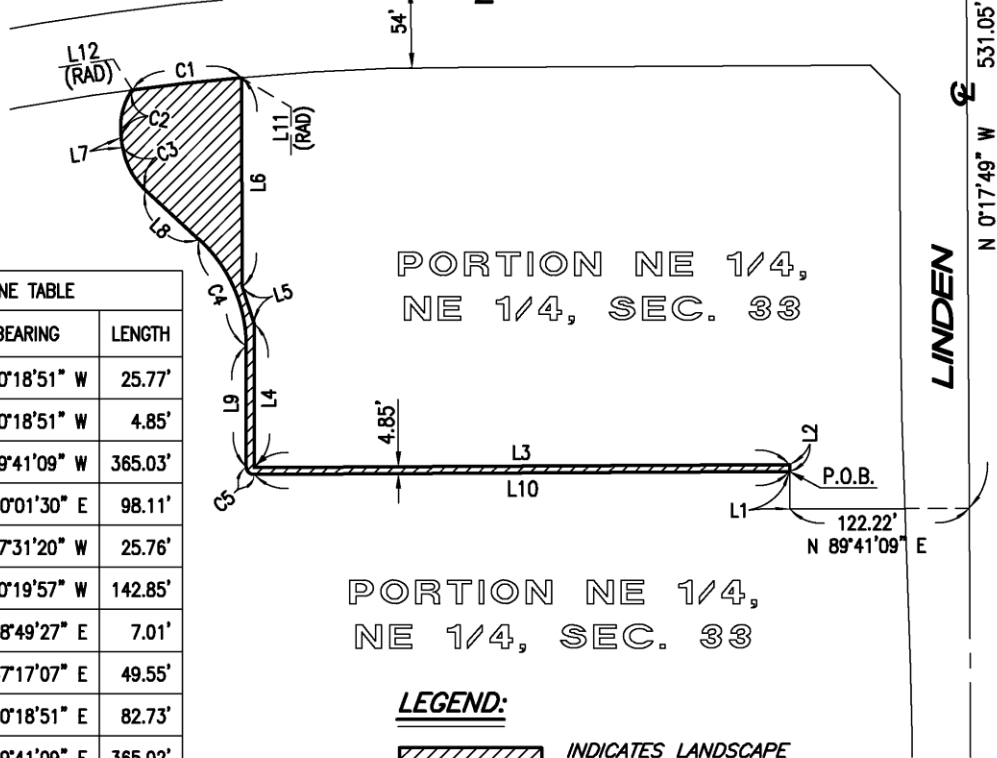
210

HIGHWAY

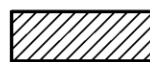
PARKWAY

AVENUE

LINDEN



## LEGEND:



INDICATES LANDSCAPE  
EASEMENT.  
CONTAINS: 10,320 SQ. FT.  
0.237 AC. ±

## SURVEYOR:

PREPARED UNDER THE DIRECTION OF:

Last Update: 10/10/18

O:\3604\ESMT\LANDSCAPE-PRIVATE\3604\_LS-PRIVATE.dwg

**Thienes Engineering, Inc.**  
CIVIL ENGINEERING • LAND SURVEYING  
14349 FIRESTONE BOULEVARD  
LA MIRADA, CALIFORNIA 90638  
PH. (714) 521-4811 FAX (714) 521-4173

BRIAN L. THIENES  
P.L.S. NO. 5750  
REG. EXP. DEC. 31, 2019

DATE

