

LICENSE AGREEMENT

ARTHUR DEMIRCHYAN AND NARINE DEMIRCHYAN

THIS LICENSE AGREEMENT (“License”) is made and entered into this ____ day of _____, 2018, (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and ARTHUR DEMIRCHYAN and NARINE DEMIRCHYAN, and their successors and/or assigns (collectively “Licensee”).

RECITALS

A. City is the fee owner of the Doolittle Avenue excess right-of-way, located in the City of Riverside, County of Riverside, State of California (“City Property”), legally described and depicted in Exhibit “A” attached hereto and incorporated herein by reference.

B. In connection with the construction of a commercial center on the property owned by Licensee, located at 6458 Van Buren Boulevard, Riverside, California, (“Licensee Property”), legally described and depicted in Exhibit “B” attached hereto and incorporated herein by reference, Licensee desires to use the City Property for ingress and egress and landscaping.

C. City is agreeable to Licensee’s use of the City Property subject to the terms and conditions set forth below.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **GRANT OF LICENSE:** City hereby grants to Licensee use of the City Property subject to the terms and conditions set forth herein.

2. **TERM:** The term of this License shall commence on the Effective Date and shall terminate upon the date that this License is terminated pursuant to Section 21 or Section 22 below.

3. **USE OF PREMISES:** The City Property shall be used solely for ingress and egress to the Licensee Property and for landscaping and for no other purpose. Licensee shall be subject to the following terms and conditions:

(a) Any construction or reconstruction within the City Property shall be in accordance with plans approved by the City, however, notwithstanding any such approval, the Licensee assumes full responsibility for the design, construction or reconstruction, including complete liability for defects in such design and construction or reconstruction, all at Licensee's sole cost. City agrees to cooperate with Licensee regarding the Licensee's plans and the City agrees to use reasonable efforts to provide administrative approvals of (or, as applicable, comments on) the plans (or revised plans, as applicable) submitted by the Licensee for the improvements within ten (10) days of receipt of same.

(b) The City Property shall be kept in a safe operating condition at all times pursuant to Section 7 below, and Licensee hereby assumes all liability arising from any injury or damage to any person or entity caused by the exercise of the rights herein granted, except to the extent caused by the negligence, willful misconduct, errors or omissions of the City.

(c) Licensee agrees that in the event of a termination of this License pursuant to Section 21 or Section 22 below, the City has the right to require Licensee to partially or totally remove all or a portion of any improvements installed by Licensee on the City Property as deemed necessary by the City, in its reasonable discretion, upon delivering written notice to Licensee ("Improvement Removal Notice"). Licensee shall have the right to relocate or remove said improvements within thirty (30) days after receipt of the Improvement Removal Notice from the City. If additional time is required to remove or relocate said improvements, Licensee may request

an extension of time to do so from the City, and the City shall permit such an extension for a period of at least sixty (60) additional days or such greater time as deemed necessary by City in its reasonable discretion. Costs related to the removal or relocation of any improvements and/or costs related to the replacement of the improvements shall be borne by and are the responsibility of Licensee.

(d) Licensee shall keep the City Property clear and free of structures and surface obstructions inconsistent with the plans or the Licensee's intended use, unless otherwise approved by the City; provided, however, that landscaping on the City Property approved by the City pursuant to this License shall not be deemed a violation or a breach of the foregoing.

(e) No construction shall be commenced until this License has been executed by the parties, and plans for any improvements to the City Property have been prepared by Licensee and approved by the City. The City is to be notified prior to the start of any construction activities on the City Property, including any grading work.

(f) City makes no representation, covenant, warranty or promise that the City Property is fit for any particular use, including the use for which this License is granted, and Licensee is not relying on any such representation, covenant, warranty or promise and accepts the City Property in its "as is" condition.

(g) Licensee shall maintain the City Property in a neat, clean and safe condition at all times, including all landscaping, in accordance with Section 7 below.

4. **CONSIDERATION:** As consideration for use of the City Property, Licensee shall be required to construct and maintain, at its sole cost and expense, the improvements on the City Property and all landscaping including any irrigation systems and drive aisles installed therein.

5. **NON-DISCRIMINATION.** Except as provided in Section 12940 of the California Government Code, during Licensee's performance of the obligations of Licensee under this License, Licensee shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation, genetic information, gender, gender identity, or gender expression, in the selection and retention of employees and subcontractors and the procurement of materials and equipment. Licensee shall also comply with the requirements of the Americans with Disabilities Act in the performance of the obligations of Licensee under this License.

6. **SUPERVISION:** Licensee shall be responsible for supervision and monitoring of all activities on the City Property, including control of access to the City Property at all times, and monitoring and abatement of any nuisance in violation of applicable laws that is caused, or may be caused, by Licensee's use.

7. **MAINTENANCE:** The City Property shall be maintained by Licensee in a clean and orderly condition, including but not limited to weed abatement, all in compliance with all applicable provisions of the Riverside Municipal Code. A neat and clean appearance, and safe and sanitary conditions of the City Property are required and are considered of utmost importance by City.

8. **FLAMMABLES, WASTE AND NUISANCES:** Licensee agrees that it will not place or store, or allow any placement or storage of any Hazardous Substances (as hereinafter defined) within the boundaries of the City Property, and that it will not commit any physical waste upon or damage to the City Property, nor suffer any to be done. Licensee also specifically agrees that it will not allow Licensee's invitees or tenants to take any actions described in the foregoing sentence

within the boundaries of the City Property. Licensee further agrees that it will keep the City Property clean, free from rubbish and debris, and in a condition satisfactory to City in accordance with Section 7.

9. **HAZARDOUS SUBSTANCES INDEMNITY:** Licensee expressly agrees to and shall indemnify, defend, release and hold the City, its officers, officials, directors, agents, servants, and employees harmless from and against any liability, loss, fine, penalty, fee, charge, lien, judgment, damage, entry, claim, cause of action, suit, proceeding (whether legal or administrative), remediation, response, removal, or clean-up, and all costs and expenses associated therewith, and all other costs and expenses (including, but not limited to, reasonable and actual attorney's fees, expert fees, and court costs) ("Losses") in any way related to the disposal, treatment, transportation, manufacture, or use of any Hazardous Substances on, in, under, or about the City Property by Licensee, its agents, servants, or employees, except for those Losses which are caused by (a) any discharge of Hazardous Substances on or about the City Property which occurred prior to the Effective Date of this License, and (b) the use, storage, transportation, disposal, release or discharge of Hazardous Substances on or about the City Property by City or its agents, servants, employees, guests or invitees, in which case Licensee will be entitled to seek recovery of such Losses from City. This indemnity, defense and hold harmless obligation shall survive the expiration or termination of this License.

10. **HAZARDOUS SUBSTANCES DEFINED:** "Hazardous Substances" shall mean any (a) substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to CERCLA, 42 U.S.C. § 9601, *et seq.*; The Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery

Act, 42 U.S.C. § 6901, *et seq.* (“RCRA”); The Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; The Clean Water Act, 33 U.S.C. § 1251, *et seq.*; The Hazardous Waste Control Act, California Health and Safety Code (“H. & S.C.”) § 25100, *et seq.*; the Hazardous Substance Account Act, H. & S.C. § 25330, *et seq.*; the California Safe Drinking Water and Toxic Enforcement Act, H. & S.C. § 25249.5, *et seq.*; Underground Storage of Hazardous Substances H.& S.C. § 25280, *et seq.*; the Carpenter-Presley-Tanner Hazardous Substance Account Act (H & S.C. § 25300 *et seq.*); The Hazardous Waste Management Act, H. & S.C. § 25170.1, *et seq.*; Hazardous Materials Response Plans and Inventory H.& S.C. § 25001 *et seq.*; or the Porter-Cologne Water Quality Control Act, Water Code § 13000, *et seq.*, all as amended, or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, (b) substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes, (c) petroleum, crude oil or any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons other than petroleum and petroleum products contained within regularly operated motor vehicles, and (d) polychlorinated biphenyls (PCB), radon gas, urea-formaldehyde, asbestos and lead, to the extent each of the foregoing is in an amount and quantity that is in violation of applicable environmental laws.

11. **UTILITIES:** There currently is no utility service to the City Property. The City shall be under no obligation to provide any utility service of any kind to the City Property during the term of this License, but shall cooperate with Licensee to the extent any utilities or approvals are required for Licensee to obtain same. If Licensee determines utilities are required for Licensee’s use of the City Property, Licensee shall arrange and pay directly for all new utilities and services supplied to the

City Property, including but not limited to water, electricity, and natural gas, together with any taxes thereon.

12. **TAXES:** Without admitting any such liability, Licensee recognizes and understands that this License may create a possessory interest subject to property taxation pursuant to California Revenue and Taxation Code Section 107 and that Licensee may be subject to the payment of property taxes levied on such interest if such a determination is properly made by the Riverside County Tax Assessor or other government entity with the authority to make such determinations. During the term of this License, all taxes and assessments which may become due and payable with respect to the City Property, and any improvements thereon, shall be the sole responsibility of Licensee, and any such payments shall not reduce any payment due City hereunder.

If Licensee shall, in good faith, desire to contest the validity, the imposition, or the amount of any tax or assessment or any other governmental charge herein agreed to be paid by Licensee, Licensee shall be permitted to do so and City agrees to reasonably cooperate with Licensee as necessary; provided, however, the Licensee shall not permit or allow any lien to be placed or assessed upon the City Property or any improvements thereon.

13. **CITY'S RIGHT TO INSPECT:** City shall have the right to inspect the City Property and any improvements made thereto at any time upon reasonable notice to Licensee to ensure compliance with the terms of this License. City will use reasonable efforts not to interfere with the operations of Licensee or any tenant, subtenant, licensee or occupant of Licensee utilizing the City Property or the Licensee Property. Any repairs found reasonably necessary as a result of inspections and which are the responsibility of Licensee under this License shall be made promptly by Licensee, but in no event shall such repairs be initiated by Licensee later than ten (10) calendar

days after receipt of written notification of the need for such repairs, except to the extent any permits are required therefor, in which case, such repairs shall be initiated by License within ten (10) calendar days of receipt of such permit(s), and in either event, such repairs shall be completed within a reasonable time after receipt of the applicable notification or permits.

14. **FREE FROM LIENS OR CLAIMS:** Licensee shall keep the City Property free from any mechanics' or materialmen's liens or other liens of any kind or nature for any work done, labor performed, or material furnished thereon at the insistence of or on account of Licensee, and Licensee further agrees to indemnify and save harmless City from and against any and all claims, liens, demands, costs and expenses of whatsoever nature for any such work done, labor performed, or materials furnished. The City at any time may post and keep posted on the City Property appropriate notices to protect the City against the claims of any such persons, firms or corporations with respect to the foregoing.

15. **INSURANCE:** Prior to the Effective Date, Licensee shall provide satisfactory evidence of, and shall thereafter maintain, or cause to be maintained, by Licensee or its tenants, subtenants, licensees or occupants, during the term of this License, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or a designee upon reasonable need therefor, unless such modification is prohibited by law, and only to the extent such modification is consistent with similar properties to the City Property owned by the City.

15.1 **Limitations.** The minimum amounts of insurance coverage set forth in Section 15.3 below shall not constitute any limitation or cap on Licensee's indemnification obligations under Section 17 hereof.

15.1.2 **Ratings.** Any insurance policy or coverage provided by Licensee or subcontractors as required by this License shall be deemed inadequate and a material breach of this License, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

15.1.3 **Cancellation.** The insurance policies required to be carried under this License shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by written notice.

15.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Licensee pursuant to this License are adequate to protect Licensee. If Licensee believes that any required insurance coverage is inadequate, Licensee has the right to obtain such additional insurance coverage as Licensee deems adequate, at Licensee's sole expense.

15.2 **Workers' Compensation Insurance.** By executing this License, Licensee certifies that Licensee is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Licensee shall carry the insurance or provide for self-insurance required by California law to protect said Licensee from claims under the Workers' Compensation Act. Prior to any construction of the improvements on the City's Property, Licensee shall file with City either 1) a certificate of insurance showing that the foregoing workers' compensation insurance is in effect, or that Licensee is self-insured for such coverage or 2) a certified statement that Licensee has no employees, and acknowledging that if Licensee does

employ any person, the necessary certificate of insurance will promptly be filed with City. Any certificate filed with City pursuant to this Section 15.2 shall provide that the City will be given thirty (30) days' prior written notice before modification or cancellation thereof.

15.3 Commercial General. Prior to the Effective Date, with respect to the City Property, Licensee shall obtain (or cause its tenants, subtenants, licensees or occupants to obtain), and thereafter maintain (or cause its tenants, subtenants, licensees or occupants to maintain) during the term of this License, such commercial general liability insurance to insure Licensee against damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations by Licensee or by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Licensee. All liability insurance required to be maintained under this License shall be issued by insurance companies authorized to transact liability insurance business in the State of California. The commercial general liability policy required to be maintained under this License shall cover both bodily injury (including death) and property damage (included but not limited to premises-operations liability, independent contractors liability, personal injury liability and contractual liability), in an amount not less than \$1,000,000 per-occurrence limit/\$2,000,000 aggregate. These minimum amounts of coverage shall not constitute any limitation or cap on Licensee indemnification obligations under Section 17 hereof.

Within sixty (60) days of the Effective Date of this License, insurance policies or original certificates along with additional insured endorsements acceptable to City and evidencing the coverage required by this License for commercial general liability shall be filed with City and shall include City as an additional insured. Said policy shall be in the usual form of commercial general liability insurance, but shall include the following provision:

It is agreed that the City of Riverside are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

Policies provided shall specify that the insurance provide by the Licensee will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to City. **NOTWITHSTANDING ANYTHING HEREIN, TO THE CONTRARY, LICENSEE MAY NOT ACCESS, USE OR PERFORM ANY WORK ON THE CITY PROPERTY UNTIL ALL INSURANCE AND ENDORSEMENTS AS REQUIRED HEREIN ARE RECEIVED AND APPROVED BY THE CITY.**

16. **NONINTERFERENCE WITH USE:** Licensee's use of the City Property and the exercise of the rights herein granted shall not in any manner whatsoever interfere with the City's operations. City shall at all times have access to the City Property, subject to the terms of Section 13 above. The rights herein granted are not exclusive rights and in no way limit the City's use of the City Property for purposes not inconsistent with or which do not interfere with the uses granted herein.

17. **INDEMNIFICATION:** Except for the sole negligence, willful misconduct, errors or omissions of City or any of City's officers, officials, directors, agents, servants, and employees, Licensee shall indemnify and hold City and City's officers and employees harmless from all damages, costs and expenses, including attorneys' fees, in law or equity, including damage to property or personal injury, including death, that may arise or be incurred due to intentional or negligent acts, errors or omissions of Licensee or any of Licensee's employees, substitute Licensee or

agents committed while rendering services pursuant to this License. The provisions of this paragraph shall survive the expiration or early termination of this License.

18. **ASSIGNMENTS; SUCCESSORS:** This License shall be binding on and inure to the benefit of the parties and their respective successors and assigns; provided, however, that Licensee shall not assign or transfer this License or any privilege thereunder, in whole or in part, without City's written consent, which shall not be unreasonably withheld, and any attempt so to do shall be void and shall confer no right on any third party. Notwithstanding anything to the contrary contained in this License, Licensee shall have the right without City's consent to assign, in whole or in part, this License or Licensee's rights and obligations hereunder, to (i) any successor owner or owners of the Licensee Property, it being understood that this License shall run with the Licensee Property unless otherwise terminated, (ii) to any tenant, subtenant, licensee or occupant of all or any portion of the Licensee Property, or (iii) to any entity directly or indirectly owned or controlled by Licensee, including, without limitation, either Arthur Demirchyan or Narine Demirchyan. In the event of an assignment of this License, Licensee shall be released from all obligations under this License arising from and after such assignment.

19. **NON-POSSESSORY INTEREST:** No permanent or possessory interest shall accrue to Licensee in the City Property by reason of this License or by exercise of the permission given and Licensee agrees to claim no such interest.

20. **GOVERNING LAW AND JURISDICTION:** Licensee agrees that in the exercise of its rights under this License, Licensee shall comply with all applicable federal, state, county and local laws, and regulations in connection with its use of the City Property. The existence, validity, construction, operation and effect of this License and all of its terms and provisions shall be

determined in accordance with the laws of the State of California. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this License shall be tried in superior court of the County of Riverside, California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

21. **DEFAULT:** Upon the failure of Licensee to perform any condition or term required herein, the City shall give written notice thereof to Licensee of such failure to perform as constituting a default of this License. If, within thirty (30) calendar days after receipt of written notice from the City, Licensee does not correct the failure to the reasonable satisfaction of the City, or if the default cannot be reasonably cured within said thirty (30) day period and Licensee fails promptly to commence with due diligence and dispatch the curing of such default within said thirty (30) day period or does not provide a written explanation of Licensee's failure to perform, which explanation must be acceptable to City, then upon written notice from the City, this License shall then terminate.

Upon termination of this License and if requested by the City, the Licensee shall immediately remove all personal property, facilities and improvements from the City Property. The City shall have the right to require that all operations on the City Property immediately cease if the City determines that the activities are being conducted in an unsafe or illegal manner.

22. **TERMINATION:** In addition to the other methods of terminating this License, as provided herein, this License may be terminated by either party upon ninety (90) days prior written notice to the other party. If the license is terminated by the City, prior to the termination actually occurring, the parties shall have agreed to provide for additional access or movement into the property for vehicles traveling northbound on Van Buren Boulevard.

Upon termination of this License in any manner provided in this License, the City Property shall remain in its improved condition, including but not limited to all improvements, landscaping (personal property not applicable) existing on the City Property at the time of termination, unless the City submits a written request to Licensee that some or all of the improvements be removed, in which case Licensee is given thirty (30) days to complete said removal of the improvements as identified by City. Should the City accept the City Property with all improvements thereon, then such improvements shall become the property of the City.

If the City Property is abandoned by the Licensee for a period of three (3) months (excluding any vacancy or abandonment arising as a result of construction, repairs, renovations or casualty or excluding any vacancy or abandonment so long as Licensee is seeking tenants, subtenants, licensees or occupants for the Licensee Property), and City determines that City desires to terminate this License as a result thereof, City shall provide written notice thereof to Licensee, and in the event Licensee has not reoccupied or reutilized the City Property (or caused the City Property to be reoccupied or reutilized) (excluding any vacancy or abandonment arising as a result of construction, repairs, renovations or casualty or excluding any vacancy or abandonment so long as Licensee is seeking tenants, subtenants, licensees or occupants for the Licensee Property), all rights of the Licensee shall automatically terminate hereunder.

No termination hereunder shall release the Licensee from any liability or obligation, which may have attached or accrued prior to or which may accrue as of the time of termination of this License.

23. **HOLDING OVER:** If Licensee fails to vacate the City Property within five (5) days of termination of this License, Licensee agrees to pay City a fee of One Hundred Dollars (\$100.00)

per day for each day that Licensee occupies the City Property without the City's consent beyond termination of this License.

24. **ENTIRE LICENSE:** This License embodies the entire agreement between the parties hereto in relation to the subject matter hereof, and no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the parties as of the Effective Date. This License may only be modified or amended by the mutual consent of the parties in writing.

25. **NOTICES:** Service of any notices, bills, invoices or other documents required or permitted under this License shall be sufficient if sent by one party to the other by (i) actual delivery of the notice into the hands of the party(ies) specified hereunder, in which case such notice will be deemed given on the date of delivery or the date delivery is rejected by the recipient; (ii) Federal Express, UPS, DHL, or any similar overnight carrier to the party(ies) specified hereunder, in which case such notice will be deemed given on the date of delivery or the date delivery is rejected by the recipient; or (iii) registered or certified mail, return receipt requested, in a postage prepaid envelope to the party(ies) specified hereunder, in which case such notice shall be deemed given upon receipt:

City

City of Riverside
Public Works Department
Attn: Survey
3900 Main Street
Riverside, California 92522

Licensee

Arthur & Narine Demirchyan
3767 Alomar Drive
Sherman Oaks, California 91423

with a copy to:

City of Riverside
General Services Department
3900 Main Street
Riverside, California 92522

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

27. **PARAGRAPH TITLES:** The paragraph and section titles of this License are (i) inserted only for the convenience of the parties, (ii) are not intended to describe, define, limit, or otherwise affect the provisions in the portions of the License to which they pertain, and (iii) in no way describe, define, limit, or otherwise affect the scope or intent of this License or in any way affect the agreement of the parties set out in this License.

28. **RESERVATIONS:** This License is subject to all reservations, restrictions, rights and rights-of-way of record affecting the City Property.

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

30. **ESTOPPEL CERTIFICATE:** Within ten (10) business days after written request by either party, the other party shall deliver an estoppel certificate to the requesting party as to the status of this License, including whether there is any existing or alleged default by either party and, if there is any such default, specifying the nature and extent thereof, and any other matters pertaining to this License as to which the requesting party shall reasonably request.

31. **EXECUTION IN COUNTERPARTS.** This License may be executed in counterparts, which together shall constitute one agreement. Licensee shall have the right to have a memorandum of this License recorded in the public records of Riverside County, California.

[signatures on the following page]

IN WITNESS WHEREOF the parties hereto have caused this License to be duly executed
on the date and year first written above.

CITY OF RIVERSIDE

ARTHUR DEMIRCHYAN

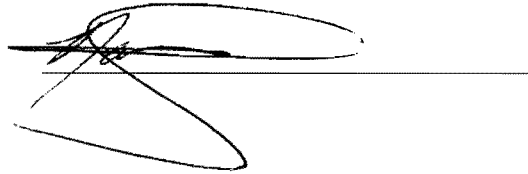
By: _____
City Manager



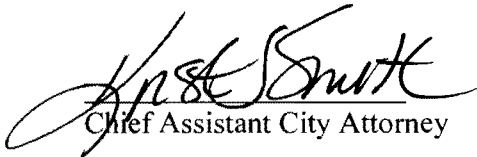
ATTEST:

NARINE DEMIRCHYAN

By: _____
Colleen J. Nicol
City Clerk



Approved as to Form:



Chief Assistant City Attorney

EXHIBIT "A"
CITY PROPERTY

EXHIBIT "A"
LEGAL DESCRIPTION
LICENSE AGREEMENT
PARCEL MAP NO. 37034

THAT PORTION OF DOOLITTLE AVENUE IN THE CITY OF RIVERSIDE, AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 132, PAGE 4, OF RECORD OF SURVEYS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE PARCEL SHOWN ON SAID RECORD OF SURVEY, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF VAN BUREN BOULEVARD, DISTANT 60.00 FEET FROM THE CENTERLINE THEREOF;

THENCE NORTH 89° 36' 49" EAST, 8.96 FEET;

THENCE NORTH 00° 31' 08" EAST, 137.97 FEET;

THENCE NORTH 36° 08' 53" WEST, 34.46 FEET;

THENCE NORTH 21° 44' 34" EAST, 6.40 FEET TO A POINT ON A NON-TANGENT 70.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, TO WHICH A RADIAL LINE BEARS NORTH 21° 44' 34" EAST;

THENCE WESTERLY ALONG SAID CURVE, 25.19 FEET THROUGH A CENTRAL ANGLE OF 20° 37' 08" TO A POINT OF COMPOUND CURVATURE WITH A 30.00 FOOT RADIUS CURVE, TO WHICH A RADIAL LINE BEARS NORTH 01° 07' 26" EAST;

THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY ALONG SAID CURVE, 47.91 FEET THROUGH A CENTRAL ANGLE OF 91° 30' 36" TO A POINT TO WHICH A RADIAL LINE BEARS SOUTH 89° 36' 50" WEST;

THENCE SOUTH 00° 23' 10" EAST, 47.99 FEET TO A POINT ON A TANGENT 31.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, TO WHICH A RADIAL LINE BEARS SOUTH 89° 36' 50" WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE, 24.04 FEET THROUGH A CENTRAL ANGLE OF 44° 26' 14" TO A POINT TO WHICH A RADIAL LINE BEARS SOUTH 45° 10' 36" WEST;

THENCE SOUTH 44° 49' 24" EAST, 22.25 FEET TO A POINT ON A TANGENT 50.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, TO WHICH A RADIAL LINE BEARS NORTH 45° 10' 36" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE 33.55 FEET, THROUGH A CENTRAL ANGLE OF 38° 26' 38" TO A POINT TO WHICH A RADIAL LINE BEARS NORTH 83° 37' 13" EAST;

THENCE SOUTH 00° 00' 00" EAST, 20.69 FEET TO A POINT ON A TANGENT 58.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, TO WHICH A RADIAL LINE BEARS NORTH 90° 00' 00" EAST;

THENCE SOUTHERLY ALONG SAID CURVE 11.01 FEET THROUGH A CENTRAL ANGLE OF 10° 52' 22" TO A POINT TO WHICH A RADIAL LINE BEARS SOUTH 79° 07' 38" EAST, SAID POINT BEING ON THE NORTHERLY LINE OF SAID PARCEL SHOWN ON SAID RECORD OF SURVEY;

THENCE NORTH 89° 36' 49" EAST ALONG SAID NORTH LINE, 24.69 FEET TO THE **POINT OF BEGINNING.**

THE AREA OF THIS EASEMENT IS APPROXIMATELY 9,523 SQUARE FEET (0.22 ACRES)

SEE ATTACHED EXHIBIT HERewith AND BY THIS REFERENCE MADE A PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION

BY: *Dennis C. Farnsworth*
DENNIS C. FARNSWORTH
RCE 31653, EXP. 12/31/18

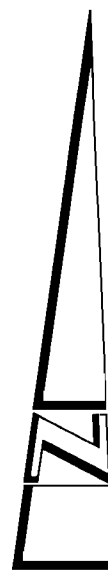
5/14/18
DATE

DESCRIPTION APPROVAL:

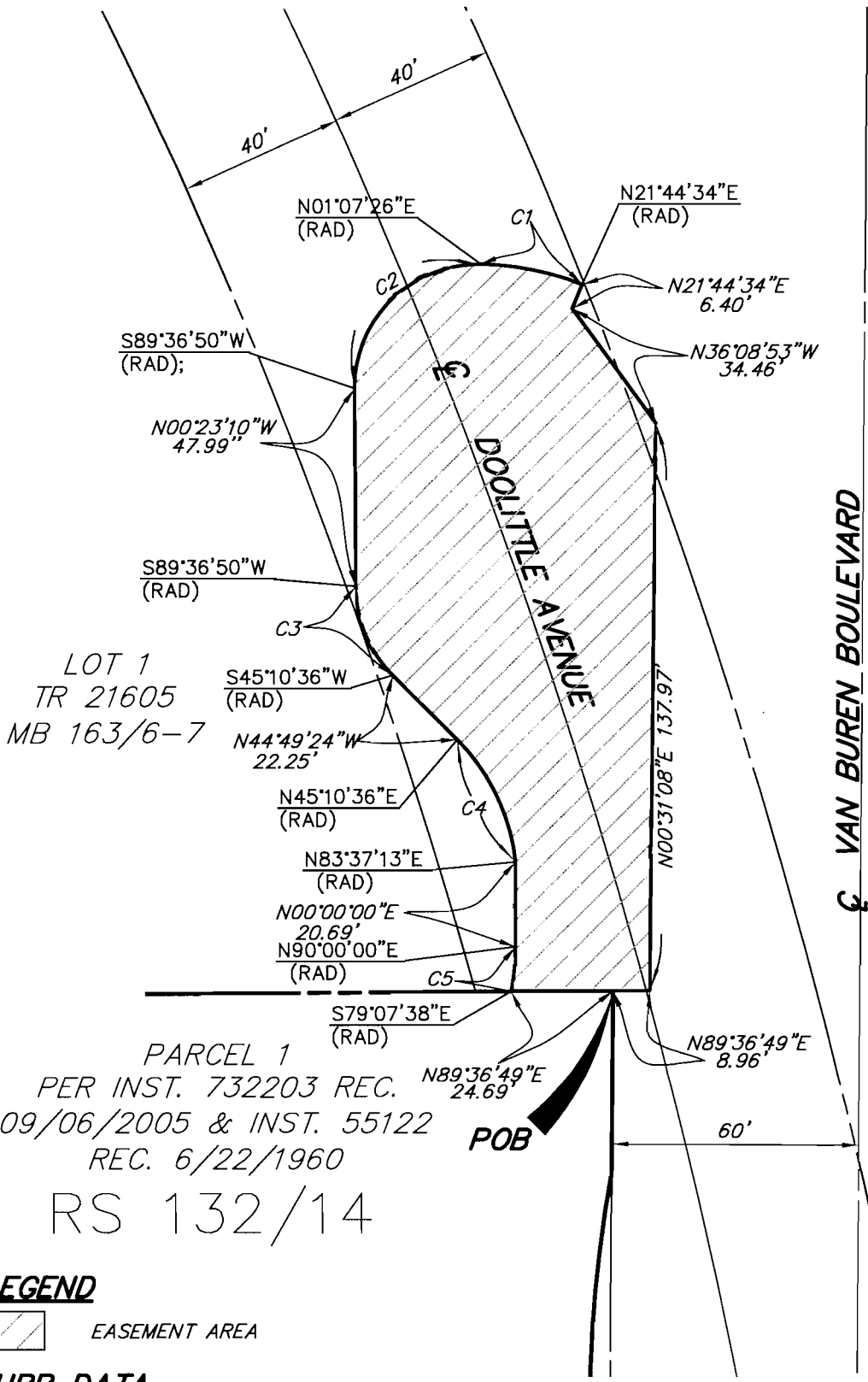
BY: *DB WWH* 5/14/2018
DATE

FOR: CURTIS C. STEPHENS, L.S. 7519
CITY SURVEYOR





SCALE: 1"=40'



LEGEND

EASEMENT AREA

CURB DATA

| CURB # | DELTA ANGLE | RADIUS | LENGTH |
|--------|-------------|--------|--------|
| C1 | 20° 37' 08" | 70.00' | 25.19' |
| C2 | 91° 30' 36" | 30.00' | 47.91' |
| C3 | 44° 26' 14" | 31.00' | 24.04' |
| C4 | 38° 26' 38" | 50.00' | 33.55' |
| C5 | 10° 52' 22" | 58.00' | 11.01' |

LAND DEVELOPMENT DESIGN COMPANY, LLC

2313 E. Philadelphia St., Ste. F
ONTARIO, CA 91761
(909) 930-1466
FAX (909) 930-1468

PLANNING • CIVIL • SURVEYING

| | | | | |
|------------------|------------------|------------------|-----------------|-----------------------|
| DATE: 4/16/18 | SCALE: 1"=40' | SHEET: 1 OF 1 | JOB NO. 5430 | LANDSCAPE EASEMENT |
|------------------|------------------|------------------|-----------------|-----------------------|

EXHIBIT “B”
LICENSEE PROPERTY

EXHIBIT "A"

APN: 155-290-061

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

Parcels 1 and 2 of Parcel Map No. 37034 as shown by Map on file in Book ____ of Parcel Maps at Pages ____ through ____ thereof, Records of Riverside County, California.

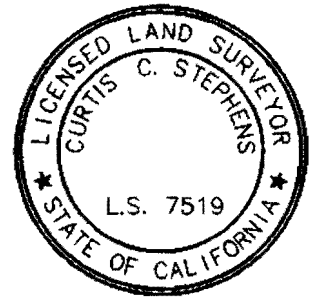
This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.



Curtis C. Stephens, L.S. 7519

Prep. 

Date



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 Los Angeles) SS

On October 5th, 2017 before me,
Jose Rosales-Alvarado, a Notary Public,

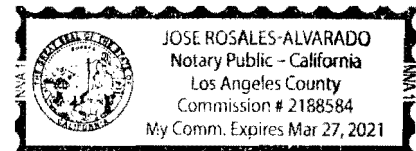
(insert name and title of the officer)

a notary public, personally appeared Artur Demirciyan & Narine Demirciyan,
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 Jose Rosales-Alvarado (Seal)



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CA: 17-1150
09/15/17

