

90-1035763

I hereby certify that the foregoing document is full, true and correct copy of Reciprocal Easement Agreement

of 3/20/90

on file in the office of the City Clerk of the City of Carson, California.

Helen S. Kawagoe

City Clerk

By James D. Dignia
Deputy

Recording requested by the City of Carson and when recorded return to:

RICHARDS, WATSON & GERSHON
333 South Hope Street
38th Floor
Los Angeles, CA 90071
Attn: Glenn R. Watson

RECIPROCAL EASEMENT AGREEMENT

FREE 1131

This Reciprocal Easement Agreement is made and entered into as of the 20th day of March, 1990, by and between the City of Carson, a municipal corporation organized and existing pursuant to the Constitution and the laws of the State of California ("City"), on the one part, and Ibis-Carson, Ltd., a California limited partnership ("Ibis") and Carson Associates, a California general partnership ("Associates"), (Ibis and Associates are collectively referred to herein as "Redeveloper") with respect to the following facts:

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RECITALS

A. Ibis, the Carson Redevelopment Agency, and Carson Civic Plaza Associates, a California limited partnership ("CCPA") entered into that certain Option and Land Disposition and Development Agreement dated February 14, 1986 (the "Original DDA") concerning the development of the property which is the subject of this Agreement. The Original DDA has been amended by the First, Second, Third and Fourth Amendments thereto. The Original DDA as amended is hereinafter referred to as "the DDA." City, Ibis, and Associates are from time to time referred to herein as the "Owners."

B. CCPA assigned all its rights and obligations under the DDA to Associates pursuant to that certain Assignment of Interest Under DDA dated July 30, 1987.

C. Associates is the owner of that certain real property located in the City of Carson, County of Los Angeles, State of California, identified as the "Office Parcel" in Exhibit A attached hereto and incorporated herein by this reference (the "Office Parcel"), and Ibis is the owner of that certain real property located in the City of Carson, County of Los Angeles, State of California, identified as the "Hotel Parcel" in Exhibit A attached hereto and incorporated herein by this reference (the "Hotel Parcel").

RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
31 MIN. PAST. 2 P.M. JUN 11 1990

639706

D. Associates and Ibis are the owners, as tenants-in-common, of that certain real property located in the City of Carson, County of Los Angeles, State of California, identified as the "Restaurant Parcel" (the "Restaurant Parcel") and the "Associates/Ibis Parking Parcel" (the "Associates/Ibis Parking Parcel") in Exhibit A attached hereto and incorporated herein by this reference.

E. Pursuant to that certain Lease dated August 27, 1987 by and between Associates, as Lessee, and Shell Oil Company, as Lessor, Associates acquired a leasehold interest for surface use of that certain real property located in the City of Carson, Los Angeles County, California, which real property is identified as the "Shell Parcel" (the "Shell Parcel") in Exhibit B attached hereto and incorporated hereto and incorporated herein by this reference.

F. The Associates/Ibis Parking Parcel and the Shell Parcel are collectively referred to herein as the "Redeveloper Parking Area." The Office Parcel, Hotel Parcel, Restaurant Parcel and Redeveloper Parking Area are referred to herein as the "Development Property."

G. The City is the owner of certain property known as the Carson Community Center (the "Carson Center"). The parking area within the Carson Center which lies easterly of the Carson Center building and westerly of the Development Property, as more particularly described in Exhibit C attached hereto, is referred to herein as the "City Parking Area." The City Parking Area and the Redeveloper Parking Area are adjacent to one another, and the adjacent portions of such parcels are improved, or will be improved, with parking facilities, including pavement, striping and other facilities. A site plan of the City Parking Area and the Redeveloper Parking Area, and the portions improved (or to be improved) with parking facilities, is attached hereto as Exhibit D and incorporated herein by this reference. The City Parking Area and the Redeveloper Parking Area are from time to time referred to herein as a "Parcel."

H. The Redeveloper Parking Area and the City Parking Area are sometimes collectively referred to herein as the "Parking Areas." All of the aforesaid parcels are herein sometimes referred to collectively as the "Subject Property."

I. The DDA provides in part that Redeveloper shall redesign and, following City's agreement thereto, shall reconstruct the City Parking Area, and City is agreeable to Redeveloper's redesign and reconstruction of the parking area provided Redeveloper agrees to the terms, covenants, conditions and easements contained herein.

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NOW THEREFORE, in consideration of the mutual covenants and easements contained herein, the parties hereto hereby agree as follows:

1. Permitted Users

For the purposes hereof, the term "Permitted Users" shall mean the patrons and invitees of the Carson Center but not the employees of Carson Center, and the lessees, patrons and invitees of Redeveloper who are patronizing the Hotel, Office Building and the Restaurant on the Development Property, but shall not include the Redeveloper or its employees.

2. Easements.

(a) Easements. City and Redeveloper hereby establish reciprocal, non-exclusive easements and rights of way, appurtenant to the City Parking Area, in, to, over and across the Redeveloper Parking Area, and appurtenant to the Redeveloper Parking area, in, to, over and across the City Parking Area for the non-exclusive use by all Permitted Users for the following purposes:

(i) The parking of passenger vehicles by Permitted Users and the passage and accommodation of pedestrian and vehicular traffic by Permitted Users.

(ii) Ingress and egress by any Permitted User, and the vehicles thereof, to and from the Parking Areas and the public streets adjacent to the Parking Areas.

(iii) The ingress, egress, and temporary parking of delivery service trucks and vehicles to and from the improvements on the Subject Property and Carson Center to the public streets adjacent to the Subject Property, for the delivery of goods, wares, merchandise, furniture, fixtures, supplies and equipment, and the rendition of services, such as trash collection; provided, however, such delivery service trucks and vehicles shall park only in those areas designated for such use by the City, with respect to the City Parking Area, or Redeveloper, with respect to the Redeveloper Parking Area.

(iv) The temporary parking or standing of trucks, tractors, trailers, and other delivery vehicles used in connection with any of the activities described in subparagraph 2(a)(iii), above.

(b) Reservation of Rights.

(i) City, with respect to the City Parking Area, and Redeveloper, with respect to the Redeveloper Parking Area, hereby reserve the right, from time to time, to make

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changes, modifications, or alterations to the City Parking area and the Redeveloper Parking Area, respectively, which are subject to the easements specified hereinabove. Notwithstanding the foregoing, the Owners agree that such changes, modifications or alterations by any Owner will not interfere with the operation, flow, passage, use, access, ingress, or egress of vehicles or pedestrians to or from the Carson Center, the Office, Hotel, or Restaurant Parcels, or the Parking Areas, shall not materially reduce the number of parking spaces available on the Parking Areas, and shall be subject to the prior written consent of the other Owners, which consent shall not unreasonably be withheld or delayed; provided, however, nothing contained herein shall be construed as a waiver of the City's normal review and permit process under its police powers if the changes requested by Redeveloper are such as to require such approval and permits.

(ii) Notwithstanding anything provided herein to the contrary, the City hereby reserves the right to exercise all police powers to which it is entitled under the California Constitution and law, and the grants of easement herein by City do not relinquish any police powers of the City.

(iii) Ibis and Associates also reserve the right to encroach outside of their respective Parcels onto contiguous portions of the Redeveloper Parking Area for reasonably sized sidewalks, canopies, roof overhangs, building signs, lighting units, planters, and for loading docks, trash bin enclosures and related service facilities, provided that such encroachments do not materially interfere with the operation of the Subject Property or any business establishment located therein or the Carson Center, and provided that such encroachments do not encroach upon the City Parking Area.

3. Permitted Uses. The parties hereto agree that the Parking Areas shall be used only for the following purposes and for no other purposes whatsoever:

(a) Pedestrian and vehicular ingress, egress, and vehicular parking by Permitted Users and any other use described in Paragraph 2(a) hereof. Parking shall be permitted only in designated parking stalls. No portion of the City Parking Area or Redeveloper Parking Area shall be used for the repair or storage of vehicles;

(b) The temporary use (including erection of ladders, scaffolding and building wall barricades) during periods of construction, remodeling or repair, for ingress and egress for vehicles transporting materials and equipment and use thereof by construction equipment; subject, however to the condition that all such construction, remodeling or repair of buildings and building appurtenances is diligently performed and any such

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ladders, scaffolding and barricades are promptly removed upon completion of such work;

(c) The construction, maintenance, repair, replacement and rearrangement of parking sites or stalls, sidewalks, ramps, driveways, lanes, curbs, gutters, traffic control areas, signals, traffic islands, traffic and parking lighting facilities, planters, planting boxes, edgers, sprinklers, valves, and landscape shrubbery, to the extent those activities do not substantially affect or change the arrangement of the spaces within the Parking Areas.

(d) The installation, repair, replacement and maintenance of: (A) subsurface building foundations, hose bibs, standpipes, fire hose connections, downspouts and yard or flood lights; (B) building canopies and canopy supports; (C) pilasters or other building columns or pillars from any Redeveloper's Parcel, over, onto or in the pedestrian sidewalks; provided, however, that no such foundation, canopy, pillar or column shall extend onto the City Parking Area or extend more than sixty (60) feet from any wall, canopy, pillar or column of any building on the Development Property;

(e) The installation, maintenance and operation of public utility services and appurtenances necessary for servicing the improvements on the Carson Center (in the case of the City Parking Area) and the Development Property (in the case of the Redeveloper Parking Area), all of which shall be located below the surface of the finished paving or above ground improvements. This and Associates agree to cooperate with each other in permitting the joint use of utility easements and utility lines whenever it is practical and economically feasible to do so.

(f) The opening onto the Redeveloper Parking Area of doors of structures located on a contiguous portion of the Development Property which open outward, subject to the requirements of City's governmental authority.

4. Restrictions. The City, with respect to the City Parking Area, and Redeveloper, with respect to the Redeveloper Parking Area, shall have the right to institute reasonable, non-discriminatory rules and regulations for the use and operation of such Parking Areas in order to insure the free flow of traffic throughout the Parking Areas, including designation of special areas for parking by employees of the Carson Center and the businesses located on the Development Property. Employees of the Owners of the Development Property are prohibited from parking on the City Parking Area, and employees of the Carson Center are prohibited from parking on the Redeveloper Parking Area. No Permitted User shall use or permit the Parking Areas to be used in a manner which would interfere with the free flow of vehicular and pedestrian traffic throughout the Parking Areas. Notwith-

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standing the foregoing, nothing herein shall prohibit (i) Ibis and Associates, acting together, with respect to the Redeveloper Parking Area, (ii) either Redeveloper acting alone, with respect to such Redeveloper's Parcel, or (iii) the City, with respect to the Carson Center or the City Parking Area, from further improving, using, or granting easements on such Owner's property for any lawful purpose, including without limitation, construction of permanent structures and utility installations, provided such improvements, uses or easements do not substantially restrict the rights of ingress, egress, and traffic circulation created hereunder and are in compliance with regulations and ordinances applicable thereto. Notwithstanding anything in this Agreement to the contrary, any use of the Shell Parcel for parking or any other purposes shall be subject to the terms and provisions of the Shell Lease.

5. Event Coordination. Each party agrees that in the event it intends to hold a special event at its Parcel that might draw an extraordinary number of automobiles to the Parking Areas, it shall use its best efforts to notify the other Owners of the event and the anticipated number of automobiles that might require parking at the Parking Areas, so as to enable the other Owners to plan its special events at different times if they so desire. Notwithstanding the foregoing, no Owner shall have any liability to the other Owners if it fails to advise the other Owners of any special events that may require extraordinary parking, it being agreed that such notice shall be provided merely as an accommodation for the purpose of cooperation and coordination among the Owners.

6. Walls, Fences, and Barriers. No walls, fences, or other barriers shall be constructed or erected in the Parking Areas which will prevent or impair the use or exercise of the foregoing easements or the free access of pedestrians and vehicular traffic between the various Parcels; provided, however, that curb stops, or such other reasonable traffic controls as may be necessary to guide and control the orderly flow of traffic, may be installed so long as the access driveways are not closed or blocked. Each Owner specifically reserves the right to close, temporarily, all or any portion of the easement areas on its respective Parcel as such Owner deems legally necessary and sufficient to prevent the dedication thereof or an accrual of any rights in any person of the public generally; provided, however, that any Owner closing its Parcel, the Parking Area, or any portion or portions thereof shall coordinate such closing with the other Owners so that no unreasonable interference with the operation of the other Parcels or any business establishments located thereon or the Carson Center shall occur. Any such temporary closing by Redeveloper, shall, however, be further subject to the prior written consent of the City, which consent shall not unreasonably be withheld or delayed.

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7. **Maintenance.** Except as may otherwise be provided by a separate written agreement, Redeveloper and City shall each maintain, or cause to be maintained, at its own cost and expense, the portion of the Parking Area located on its respective Parcel at all times in a safe, sightly and serviceable condition and repair, said maintenance to include, but not be limited to the following:

(a) Maintaining the surfaces 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 or superior to it in quality, use, and durability;

(b) Removing all standing water, papers, debris, filth, and refuse, and thorough sweeping of paved portions, to the extent reasonably necessary to keep it in a clean and orderly condition;

(c) Maintaining such appropriate parking area entrance, exit, and directional signs, markers and lights as are reasonably required and in accordance with the practices prevailing in the operation of parking areas in Southern California;

(d) Repainting striping, markers, directional signs, etc., as necessary to maintain it in a first-class condition;

(e) Paying all electrical, water, and other utility charges or fees for services furnished to its portion of the Parking Area;

(f) Operating, keeping in repair, and replacing when necessary, such parking lot lighting facilities as are reasonably required;

(g) Maintaining all utility lines or systems which are used in whole or in part to provide services to such Owner's portion of the Property;

(h) Obtaining and maintaining in full force and effect comprehensive public liability insurance and other insurance in accordance with the provisions of Paragraph 9 of this Agreement;

(i) Maintaining all landscaping in a first class condition, including weeding, trimming, gardening, and watering, including repairing automatic sprinkler systems or water lines, and making replacements of shrubs and other landscaping as necessary; and

(j) Maintaining and repairing any and all storm drains, utility lines, sewers, and other utility systems and services which are necessary for the operation of the improvements on each Owner's respective Parcel and its portion of the Parking Areas.

8. Property Taxes. Redeveloper shall pay, or cause to be paid, directly to the appropriate governmental agencies, prior to delinquency, all real property taxes and other special taxes and assessments and/or charges, including taxes, assessments or charges levied in lieu of property taxes, which may be levied or assessed against the Redeveloper Parking Area, including, any assessment, charge or tax increase attributable to its appurtenant interests created by this Reciprocal Easement Agreement. In the event the City Parking Area shall someday be owned by a party other than a public or political entity exempt from the payment of real property taxes, such successor in interest to the City shall pay, or cause to be paid, directly to the appropriate governmental agencies, prior to delinquency, all real property taxes and other special taxes and assessments and/or charges, including taxes, assessments or charges levied in lieu of property taxes, which may be levied or assessed against the City Parking Area, including, any assessment, charge or tax increase attributable to its appurtenant interests created by this Reciprocal Easement Agreement. Redeveloper and the City's successors-in-interest shall nonetheless have the right to contest such taxes and assessments in the manner provided by law.

9. Insurance/Indemnification. Redeveloper shall purchase and maintain as to the Redeveloper Parking Area comprehensive public liability insurance covering personal injuries and damages to personal property within the Redeveloper Parking Area, in the combined single limit of at least Ten Million Dollars (\$10,000,000), with a deductible of not more than \$100,000, provided, however, if coverage of \$10,000,000 becomes unavailable or economically unfeasible, such policies may be in the highest of the available lower limits but in no case less than \$5,000,000, unless otherwise approved by the City. Redeveloper shall cause the City and the Carson Redevelopment Agency to be named as additional insureds on each policy of such insurance maintained by them with respect to the Redeveloper Parking Area. Redeveloper shall deliver to City certificates of insurance evidencing compliance with these provisions. Such certificates shall also include the agreement of the carrier not to cancel or otherwise terminate such coverage without first giving at least thirty (30) days prior written notice to City (attn: City Administrator) and to each named insured under any policy carried pursuant to this Paragraph 9. The City intends to self-insure losses or damages ordinarily covered by comprehensive liability insurance policies. However, in the event the City Parking Area shall someday be owned by a party other than a public or political entity, such successor in interest to the City shall purchase insurance

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providing the same coverage as that required to be purchased by Redeveloper in the first sentence of this paragraph, and such policies shall contain the same agreements limiting termination as set forth above, and shall name the owners of the Development Parcel as additional insureds. Each party agrees to indemnify, hold harmless and defend the other party from any damages arising out of any accident occurring on its Parcel except where caused by the negligent or intentional act or omission of the other party.

10. Covenants Shall Run With the Land. All the agreements, rights, covenants, and grants of easements contained in this agreement shall run with the land (as defined in California Civil Code Sections 1460 and 1462) and shall be binding upon or inure to the benefit of (as the case may require) the parties hereto, and their respective heirs, successors, and assigns, and all other persons acquiring the Subject Property or any part thereof, whether by operation of law or in any other manner whatsoever. The easements granted herein are appurtenant easements, and the easements burdening the Redeveloper Parking Area shall be for the benefit of the City Parking Area, the Carson Center, the Office Parcel, the Hotel Parcel and the Restaurant Parcel, and the easements burdening the City Parking Area shall be to the benefit of the Carson Center, the Redeveloper Parking Area, the Office Parcel, Hotel Parcel, and the Restaurant Parcel.

11. Enforcement. In the event of a default or breach in the performance of any of the obligations or agreements herein, the Owner of the benefited parcel shall have the right, but not the obligation, to cure such default for the account and at the expense of the defaulting party, and the party curing such default shall have the right to recover from the defaulting party all costs and other sums expended in connection therewith, including attorneys' fees, plus interest thereon at the maximum legal rate permitted to be charged by non-exempt lenders under the laws of the State of California.

12. Mortgages Not Affected.

(a) A breach of any of the terms, conditions, covenants, or restrictions of this Agreement shall not defeat or impair the lien of any mortgage or deed of trust made in good faith and for value by any Owner. In the event title to a Parcel, or any part or portion thereof, is acquired by foreclosure, trustee sale, deed in lieu of foreclosure, or otherwise, the obligation for any sums due at the time of such transfer shall remain a personal obligation of the Owner of such parcel or part or portion thereof. The terms, covenants, conditions and restrictions of this Agreement shall be binding upon and effective against any later owner(s) and those claiming under them with respect to all obligations accruing after such acquisition.

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(b) Any lender on the security of any Parcel (a "Lender") who shall have given prior written notice to all Owners of such Lender's security interest in any Parcel and who has included in such written notice an address for delivery by the Owners of notices to the Lender shall have the right, but not the obligation, at any time while this Agreement remains in effect:

(1) to do any act or thing required of the Owner of any Parcel hereunder, and all such acts or things done and performed shall be as effective to prevent a forfeiture of the Owner's rights hereunder as if done by the Owner; and

(2) to realize on the security held by the Lender by exercising foreclosure proceedings or power of sale or other remedy afforded in law or in equity or by Lender's deed of trust or security documents (hereinafter collectively referred to as "foreclosure sale"), and to transfer, convey or assign the title of the Owner to the rights created hereby to any purchaser at any foreclosure sale, and to acquire and succeed to the interest of the Owner by virtue of any such foreclosure sale.

(c) Notwithstanding anything to the contrary provided for herein in the event of a default by any Owner, the rights of the nondefaulting Owners may not be exercised until written notice of such default is given to any Lender to the address for notices to the Lender received by the other Owners. To this end, it is agreed that any Lender shall have the right to cure any default under this Agreement within thirty (30) after the Lender's receipt of the notice of default, provided, however, if the nature of the alleged default is such that it cannot be cured within said thirty (30) day period, Lender shall have the right to commence and diligently pursue to completion the cure of such default within a reasonable period of time.

(d) Notwithstanding anything provided herein to the contrary, no Lender shall be liable to any Owner for any breach of any Owner's obligations hereunder unless and until such time as the Lender shall acquire the interest, or any portion thereof, of an Owner in a Parcel through foreclosure or other appropriate proceedings or as the result of any other action or remedy provided for by the deed of trust securing the Owner's obligation to the Lender, or as may otherwise be provided by law.

13. Miscellaneous.

(a) Transferability. The rights and privileges hereunder shall be transferable only in connection with a transfer of the Parcel to which they are appurtenant. Subject to the foregoing, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by or against the Owners and their respective legal representatives, successors and assigns.

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(b) Termination of Liability. Whenever a bona fide transfer of any interest in any of the Parcels of the Development Property takes place, the transferor shall not be liable for breach of a covenant occurring thereafter with respect to the transferred interest; provided the transferee assumes in writing all liability and obligations of the transferor thereafter accruing.

(c) Joint and Several Liability. Inasmuch as Redeveloper consists of more than one person, the liability of each such person shall be joint and several; provided, however, this shall not create any joint and several liability for the negligent or acts or willful misconduct of any one Redeveloper acting alone except for losses or damages arising out of the negligent operation or maintenance of the Redeveloper Parking Area.

(d) Notices. Unless otherwise specifically provided in this Agreement, all notices, demands or other communications given to any Owner shall be in writing, and shall be sent by certified mail, return receipt requested, postage prepaid and addressed as follows, and shall be deemed received only upon receipt thereof:

To the City:

701 East Carson Street
Carson, California 90704
Attn: City Administrator

With a copy to:

Glenn R. Watson, City Attorney
Richards, Watson & Gershon
333 South Hope Street
Los Angeles, California 90071

Notices to Redeveloper shall be given to each of the following:

Ibis-Carson, Ltd.
c/o Gestec Properties
350 South Figueroa Street, Suite 907
Los Angeles, California 90071
Attn: Brigit Souhrouillors

Carson Associates
c/o The Muller Company
2 Corporate Park, Suite 210
Irvine, California 92714
Attn: Stephen J. Muller

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With a copy to:

Michael Watkins, esq.
Allen, Watkins, Leck, Gamble & Mallory
515 South Figueroa Street
Eighth Floor
Los Angeles, California 90071

(e) Gender. The use herein of the neuter gender shall include the masculine and the feminine, and the singular number shall include the plural, whenever the context so requires.

(f) No Third-Party Beneficiaries. No person shall have any enforceable rights under this Agreement other than the Owners and their respective successors and assigns, notwithstanding any provisions hereof which contemplate that other persons may exercise certain privileges.

(g) No Waiver. No waiver of any default by any Owner shall be implied from any omission by any other party to take any action in respect of such default. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this Agreement shall not be deemed a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Agreement. The consent or approval by any party to or of any act or request of any other party requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar acts or requests. The rights and remedies given to any Owner by this Agreement are cumulative, and none of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity which such Owner might otherwise have by virtue of a default under this Agreement, and the exercise of one such right or remedy by any such party shall not impair such party's right to exercise any other right or remedy.

(h) Equitable Relief. Notwithstanding any other provision of this Agreement, in the event of any violation or threatened violation by any Owner or by the successors or assigns of any party of any of the terms, restrictions, covenants or conditions of this Agreement, then any other Owner or its successors or assigns will each have, in addition to the right to collect any damages caused thereby, the right to enjoin such violation or threatened violation in any court of competent jurisdiction.

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(i) Estoppel Certificates. Each Owner covenants that upon receipt of written request from any other Owner, it shall, within thirty (30) days after receipt of such request, give to the requesting Owner or other person specified by the requesting Owner, an estoppel certificate stating: (i) whether the Owner to whom the request has been directed knows of any default under this Agreement, and if there are known defaults, specifying the nature thereof; (ii) whether to its knowledge this Agreement has been assigned, modified or amended in any way (and if it has, then stating the nature thereof); (iii) that to such Owner's knowledge, this Agreement, as of the date of the estoppel certificate, is in full force and effect; and (d) any other information reasonably required by the requesting Owner. In no event, however, shall the City incur any liability for its failure to deliver timely such estoppel certificates, except in the case of the City's bad faith failure to do so.

(j) Grants Subject to Matters of Record. The rights and privileges granted by this Agreement are subject to all covenants, conditions, restrictions, easements, rights-of-way, liens and encumbrances, and other matters of record as of the date of recordation of this Agreement.

(k) Reasonable Consent. Whenever an Owner's concurrence or consent is required by the terms of this Agreement as to any action of any other Owner, such consent or concurrence shall not unreasonably be withheld or delayed.

(l) Term. This Agreement shall continue for a period of sixty (60) years from the date hereof and may be cancelled, changed, modified in whole or in part only by the written and recorded agreement executed by all of the record owners of the Subject Property at the time of such amendment or termination.

(m) Negation of Partnership. None of the terms or provisions hereof shall be deemed to create a partnership between or among the parties hereto, nor shall it cause them to be considered joint venturers, or members of any joint enterprise, in the operation of the Parking Area or otherwise.

(n) Entire Agreement. This instrument contains the entire agreement of the parties hereto as to the rights herein granted and the obligations herein assumed, and no oral representation shall be of any force or effect. No modification of this Agreement shall be of any force or effect until signed by the party to be charged.

(o) Severability. Invalidation of any covenant, condition, or restriction or any other provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants,

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conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

(p) **Headings.** The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification only and shall not be deemed to limit, expand or define the contents of the respective sections or paragraphs.

(q) **Attorneys' Fees.** In the event either party shall commence any action against the other party relating to this Reciprocal Easement Agreement or for the breach of any obligation contained herein, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees, expenses, and court costs.

IN WITNESS WHEREOF the parties hereto have executed this Reciprocal Easement Agreement as of the date and year first above written.

(signature pages follow)

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CITY OF CARSON

By: Richard J. Rubin
Mayor

Attest:

Clara S. Kawaguchi
City Clerk

Approved as to form:

Richards, Watson & Gershon

By: Jeffrey A. Rubin
Jeffrey A. Rubin,
Assistant City Attorney
"City"

IBIS-CARSON, LTD., a California limited partnership

By Gestec Properties, Inc., its General Partner

By: Jean-Jacques de Flers
Jean-Jacques de Flers,
President

By: Bright Soubrouillard
Bright Soubrouillard,
Secretary

CARSON ASSOCIATES, a California general partnership

By Carson Civic Plaza Associates, a limited partnership, its general partner

By: Stephen J. Muller
Stephen J. Muller,
General Partner

By: Guy E. Baker
Guy E. Baker,
General Partner

By Occidental Development Fund III, A California Limited Partnership, its general partner

By Occidental Land Research, a California general partnership, its sole general partner

By: William R. Decker
William R. Decker,
General partner

By: John R. Decker
John R. Decker,
General partner

By Occidental Development Fund V, A California Limited Partnership, its general partner

By Occidental Land Research, a California general partnership, its sole general partner

By: William R. Decker
William R. Decker,
General partner

By: John R. Decker
John R. Decker,
General partner

"Redeveloper"

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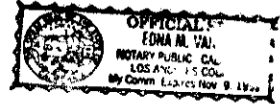
STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

de La
morte
de FERS

On November 30 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ~~Burgie Soubrault~~ personally known to me (or proved to me on the basis of satisfactory evidence) to be the ~~Mayor~~, and ~~the~~, personally known to me (or proved to me on the basis of satisfactory evidence) to be ~~city clerk~~ of the City of Carson, the municipal corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the municipal corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to a resolution of its city council.

WITNESS my hand and official seal.

Signature Edna M. Vanoy
Edna M. VAN OY
Name (Typed or Printed)



STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

On November 30 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ~~Burgie Soubrault~~ personally known to me (or proved to me on the basis of satisfactory evidence) to be the President and ~~Burgie Soubrault~~, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Secretary, of Gestec Properties, Inc., the corporation that executed the within instrument as the General Partner of Ibis-Carson, Ltd., the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

Signature Barbara Hyman Galloway
Barbara Hyman Galloway
Name (Typed or Printed)



991107 of A221-3.JAR (3)

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90-1035763

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) ss.

On November 9, 1989 before me, the undersigned, a Notary Public in and for said State, personally appeared Stephen J. Muller, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the general partner of Carson Civic Plaza Associates, a California limited partnership, the partnership that executed the within instrument, and acknowledged to me that Carson Civic Plaza Associates, a California limited partnership, executed the same on behalf of Carson Associates, a California general partnership, and that said last named partnership executed the same.

WITNESS my hand and official seal.



[Signature]
Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) ss.

On 11-13-89 before me, the undersigned, a Notary Public in and for said State, personally appeared Guy E. Ba... personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the general partner of Carson Civic Plaza Associates, a California limited partnership, the partnership that executed the within instrument, and acknowledged to me that Carson Civic Plaza Associates, a California limited partnership, executed the same on behalf of Carson Associates, a California general partnership, and that said last named partnership executed the same.

WITNESS my hand and official seal.



[Signature]
Notary Public

90-1035763

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891107 of 1221-3.JAR (3)

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

}
} SS.

On November 28, 1981 before me, the undersigned, a Notary Public in and for said State, personally appeared William R. Decker, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the general partner of Occidental Land Research, a California general partnership, and acknowledged to me that said last named partnership executed the same on behalf of Occidental Development Fund III, a California limited partnership, and that said last named partnership executed the same as general partner of Carson Associates, a California general partnership, and that said last named partnership executed the same.

WITNESS my hand and official seal.



Sylvia W. Kahler
Notary Public

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

}
} SS.

On November 28, 1981 before me, the undersigned, a Notary Public in and for said State, personally appeared William R. Decker, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the general partner of Occidental Land Research, a California general partnership, and acknowledged to me that said last named partnership executed the same on behalf of Occidental Development Fund V, a California limited partnership, and that said last named partnership executed the same as general partner of Carson Associates, a California general partnership, and that said last named partnership executed the same.

WITNESS my hand and official seal.

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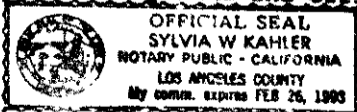


Sylvia W. Kahler
Notary Public

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On November 28, 1979 before me, the undersigned, a Notary Public in and for said State, personally appeared John H. Decker, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the general partner of Occidental Land Research, a California general partnership, and acknowledged to me that said last named partnership executed the same on behalf of Occidental Development Fund III, a California limited partnership, and that said last named partnership executed the same as general partner of Carson Associates, a California general partnership, and that said last named partnership executed the same.

WITNESS my hand and official seal.

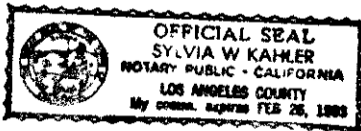


Sylvia W. Kahler
Notary Public

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On November 28, 1979 before me, the undersigned, a Notary Public in and for said State, personally appeared John H. Decker, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the general partner of Occidental Land Research, a California general partnership, and acknowledged to me that said last named partnership executed the same on behalf of Occidental Development Fund V, a California limited partnership, and that said last named partnership executed the same as general partner of Carson Associates, a California general partnership, and that said last named partnership executed the same.

WITNESS my hand and official seal.



Sylvia W. Kahler
Notary Public

90-1035763

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EXHIBIT "A"

LEGAL DESCRIPTION

OFFICE PARCEL

PARCEL 1 OF PARCEL MAP NO. 17623 IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 196, PAGES 40 AND 41, OF PARCEL MAPS, AND A PORTION OF LOT 2 OF TRACT NO. 4054, AS SHOWN ON MAP FILED IN BOOK 44, PAGES 39 TO 41, INCLUSIVE, OF MAPS, BOTH MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE SAID COUNTY, MORE PARTICULARLY SAID PORTION OF LOT 2 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 1, SAID NORTHWEST CORNER BEING ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 220.00 FEET AND A RADIAL BEARING $N00^{\circ}04'23"W$; THENCE CONTINUING ALONG THE WESTERLY PROLONGATION OF SAID CURVE THROUGH A CENTRAL ANGLE OF $1^{\circ}38'53"$; THENCE NON-TANGENT TO SAID CURVE $S74^{\circ}40'26"W$ 31.67 FEET; THENCE $S29^{\circ}40'26"W$ 33.95 FEET; THENCE $S15^{\circ}19'34"E$ 34.19 FEET TO A POINT IN THE WESTERLY PROLONGATION OF THE SOUTHERLY-WESTERLY LINE OF SAID PARCEL 1 SHOWN ON SAID MAP AS HAVING A BEARING AND DISTANCE OF $S60^{\circ}19'34"E$ 173.72 FEET; THENCE $S60^{\circ}19'34"E$ 51.92 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 1; THENCE $N00^{\circ}17'00"W$ 96.65 FEET TO THE POINT OF BEGINNING.

HOTEL PARCEL

A PORTION OF PARCEL 2 OF PARCEL MAP NO. 17623 IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 196, PAGES 40 AND 41, OF PARCEL MAPS, AND A PORTION OF LOT 2 OF TRACT NO. 4054, AS SHOWN ON MAP FILED IN BOOK 44, PAGES 39 TO 41, INCLUSIVE, OF MAPS, BOTH MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 2; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL 2 $N89^{\circ}40'10"E$ 32.04 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE $N00^{\circ}19'34"W$ 43.99 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $53^{\circ}53'43"$ AN ARC LENGTH OF 47.03 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $41^{\circ}11'27"$ AN ARC LENGTH OF 35.95 FEET TO A POINT IN THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID PARCEL 2 AS SHOWN ON SAID PARCEL MAP AS HAVING A BEARING AND DISTANCE OF $N89^{\circ}40'26"E$ 98.61 FEET; THENCE EASTERLY ALONG LAST SAID LINE $N89^{\circ}40'26"E$ 106.51 FEET TO AN ANGLE POINT IN THE NORTHERLY LINE OF SAID PARCEL 2; THENCE ALONG THE BOUNDARY LINE OF SAID PARCEL 2, THE FOLLOWING COURSES: $N00^{\circ}19'34"W$

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103.20 FEET, N89°46'21"E 34.61 FEET, N44°46'21"E 133.59 FEET, S45°13'39"E 13.37 FEET, N44°46'21"E 32.65 FEET, S45°13'39"E 123.25 FEET, S44°46'21"W 71.03 FEET, S45°13'39"E 20.00 FEET, S44°46'21"W 34.69 FEET, S45°13'39"E 32.25 FEET, S44°46'21"W 50.34 FEET, S45°13'39"E 30.33 FEET, S44°46'21"W 97.51 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 2; THENCE WESTERLY ALONG SAID SOUTHERLY LINE S89°40'10"W 194.13 FEET TO THE TRUE POINT OF BEGINNING.

RESTAURANT PARCEL

PARCEL 3 OF PARCEL MAP NO. 17623 IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 196, PAGES 40 AND 41, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ASSOCIATES/IBIS PARKING PARCEL

A PORTION OF PARCEL 4 OF PARCEL MAP NO. 17623 IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 196, PAGES 40 AND 41, OF PARCEL MAPS, AND A PORTION OF LOT 2 OF TRACT NO. 4054, AS SHOWN ON MAP FILED IN BOOK 44, PAGE 39 TO 41, INCLUSIVE, OF MAPS, BOTH MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 2 OF SAID PARCEL MAP; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL 2 N89°40'10"E 32.04 FEET; THENCE N00°19'34"W 43.99 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°53'43" AN ARC LENGTH OF 47.03 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°11'27" AN ARC LENGTH OF 35.95 FEET TO A POINT IN THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID PARCEL 2 SHOWN ON SAID PARCEL MAP AS HAVING A BEARING AND DISTANCE OF N89°40'26"E 98.61 FEET, LAST SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUING NORTHWESTERLY ALONG THE LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 12°42'32" AN ARC LENGTH OF 11.09 FEET; THENCE TANGENT TO SAID CURVE N00°19'34"W 106.48 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 290.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°26'27" AN ARC LENGTH OF 93.34 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°29'40" AN ARC LENGTH 34.51 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE

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NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85°07'52" AN ARC LENGTH OF 74.29 FEET; THENCE ALONG A NON-TANGENT LINE N60°19'34"W 197.12 FEET; THENCE N00°19'34"W 138.57 FEET TO THE NORTHERLY LINE OF SAID LOT 2 THENCE EASTERLY ALONG SAID NORTHERLY LINE AND THE NORTHERLY LINE OF SAID PARCEL 4 N89°40'10"E 417.24 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 4; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 4, THE FOLLOWING COURSES: S39°19'58"E 28.21 FEET, N00°17'00"W 0.02 FEET, S39°21'18"E 269.72 FEET, S00°17'00"E 173.56 FEET TO THE NORTHEASTERLY CORNER OF PARCEL 3 OF SAID PARCEL MAP NO. 17623; THENCE S89°40'10"W 100.27 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 3 BEING ALSO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 140.00 FEET AND A RADIAL BEARING N66°01'15"E; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°38'55" AN ARC LENGTH OF 57.78 FEET; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL 3 S00°19'50"E 178.84 FEET TO THE SOUTHERLY LINE OF SAID PARCEL MAP NO. 17623; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL MAP S89°40'10"W 185.51 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 2; THENCE NORTHEASTERLY ALONG THE BOUNDARY LINE OF SAID PARCEL 2, THE FOLLOWING COURSES: N44°46'21"E 97.51 FEET, N45°13'39"W 30.33 FEET, N44°46'21"E 50.34 FEET, N45°13'39"W 32.25 FEET, N44°46'21"E 34.69 FEET, N45°13'39"W 20.00 FEET, N44°46'21"E 71.03 FEET, N45°13'39"W 123.25 FEET, S44°46'21"W 32.65 FEET; N45°13'39"W 13.37 FEET, S44°46'21"W 133.59 FEET, S89°46'21"W 34.61 FEET, S00°19'34"E 103.20 FEET, THENCE WESTERLY ALONG THE MOST NORTHERLY LINE OF SAID PARCEL 2 AND ITS WESTERLY PROLONGATION S89°40'26"W 106.51 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION CONTAINED WITHIN PARCEL 1 OF SAID PARCEL MAP NO. 17623.

ALSO, EXCEPT THEREFROM THAT PORTION OF SAID LOT 2, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 1, SAID NORTHWEST CORNER BEING ON A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 220.00 FEET AND A RADIAL BEARING N00°04'23"W; THENCE CONTINUING ALONG THE WESTERLY PROLONGATION OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°38'53"; THENCE NON-TANGENT TO SAID CURVE S74°40'26"W 31.67 FEET; THENCE S29°40'26"W 33.95 FEET; THENCE S15°19'34"E 34.19 FEET TO A POINT IN THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF SAID PARCEL 1 SHOWN ON SAID PARCEL MAP AS HAVING A BEARING AND DISTANCE OF S60°19'34"E 173.72 FEET; THENCE ALONG LAST SAID PROLONGATION S60°19'34"E 51.92 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE N00°17'00"W 96.65 FEET TO THE POINT OF BEGI

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90-1035763

EXHIBIT "B"

SHELL PARCEL

**ALL OF THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF CARSON,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS:**

**THAT PORTION OF LOT 6 OF TRACT 4054 AS PER MAP RECORDED IN BOOK 44
OF MAPS AT PAGES 39 THROUGH 41 IN THE OFFICE OF THE RECORDER OF SAID
COUNTY, ACQUIRED BY THE STATE OF CALIFORNIA BY DEED RECORDED MAY 15,
1956, AS INSTRUMENT 2191 IN BOOK 51184 AT PAGE 171, OFFICIAL RECORDS
OF SAID COUNTY, WHICH LIES SOUTHWESTERLY OF THE FOLLOWING DESCRIBED
LINE:**

**BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 6 DISTANT
WESTERLY THEREON 17.77 FEET FROM THE NORTHEAST CORNER OF LOT 3 OF
SAID TRACT 4054; THENCE NORTHWESTERLY IN A DIRECT LINE TO A POINT IN
THE WESTERLY LINE OF SAID LOT 6 DISTANT SOUTHERLY THEREON 250.28
FEET FROM THE NORTHWEST CORNER OF SAID LOT 6.**

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EXHIBIT "C"

CITY PARKING AREA

THOSE PORTIONS OF LOTS 1 AND 2 OF TRACT 4054, IN THE CITY OF CARSON, AS PER MAP RECORDED IN BOOK 44 PAGES 39 TO 41 INCLUSIVE OF MAPS, AND THOSE PORTIONS OF PARCELS 2 AND 4 OF PARCEL MAP 17623, AS PER MAP FILED IN BOOK 196 PAGES 40 AND 41 OF PARCEL MAPS, RECORDS OF LOS ANGELES COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE ALONG THE EAST LINE OF SAID LOT NORTH 0' 17' WEST 20 FEET TO A POINT IN THE NORTHERLY LINE OF CARSON STREET, 100 FEET WIDE, AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID NORTHERLY LINE SOUTH 89' 40' 10" WEST, 353.00 FEET; THENCE NORTH 0' 17' 00" WEST 640.00 FEET TO THE NORTHERLY LINE OF SAID LOT 1; THENCE NORTH 89' 40' 10" EAST, 247.99 FEET TO A POINT THAT IS DISTANT WESTERLY THEREON 105.01 FEET FROM THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 0' 19' 34" EAST, 138.57 FEET; THENCE SOUTH 60' 19' 34" EAST, 197.12 FEET TO A POINT AT THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET AS SHOWN ON SAID PARCEL MAP 17623, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 79' 28' 41" EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85' 07' 52", AN ARC DISTANCE OF 74.29 FEET TO THE BEGINNING OF A REVERSE CURVE, SAID REVERSE CURVE HAVING A RADIUS OF 35 FEET AND BEING CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 56' 29' 40", AN ARC DISTANCE OF 34.51 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 290.00 FEET; THENCE SOUTHWESTERLY ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 18' 26' 27", AN ARC DISTANCE OF 93.34 FEET; THENCE SOUTH 00' 34' 19" EAST, 106.48 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53' 53' 59", AN ARC DISTANCE OF 47.04 FEET TO THE BEGINNING OF A REVERSE CURVE, LAST SAID REVERSE CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 50 00 FEET; THENCE SOUTHEASTERLY ALONG LAST SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 53' 53' 43" AN ARC DISTANCE OF 47.03 FEET; THENCE SOUTH 00' 19' 34" EAST 43.09 FEET MORE OR LESS TO THE NORTHERLY LINE OF SAID CARSON STREET; THENCE ALONG SAID NORTHERLY LINE SOUTH 89' 40' 10" WEST 32.04 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

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CERTIFICATE OF ACCEPTANCE

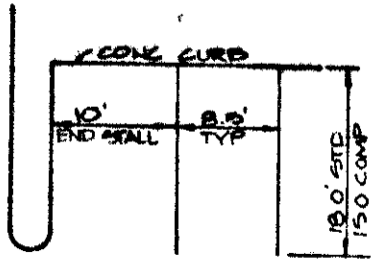
THIS IS TO CERTIFY THAT THE INTEREST
IN REAL PROPERTY CONVEYED BY THE
WITHIN DEED OR GRANT TO THE CITY OF
CARSON, A POLITICAL CORPORATION AND/
OR GOVERNMENTAL AGENCY, IS HEREBY
ACCEPTED BY ORDER OF THE CITY COUNCIL
ON 14 OCTOBER 1968, AND THE
GRANTEE CONSENTS TO THE RECORDATION
THEREOF BY ITS DULY AUTHORIZED OFFICER.

DATE: June 6, 1990

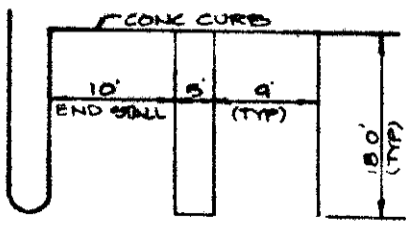
CITY OF CARSON

BY: M. S. Kawagoe
CITY CLERK

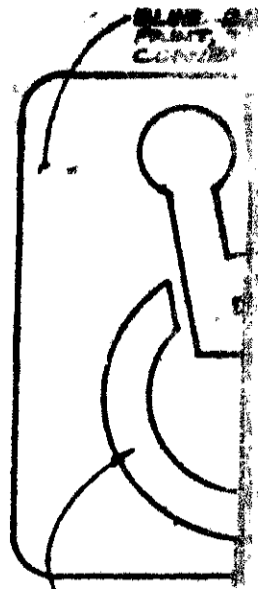
90-1035763



STANDARD SPACE AND
COMPACT SPACE



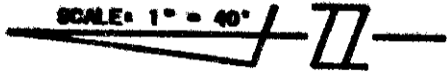
HANDICAP SPACE



INTERNAL
ACCESS
MIN. WID.
STRIPES

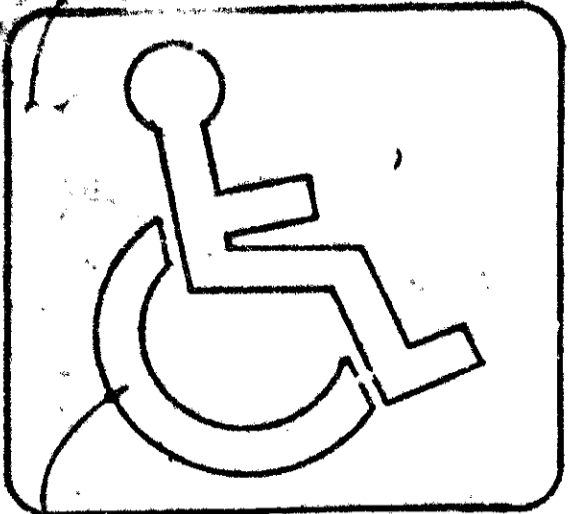
HANDICAP

SCALE: 1" = 40'



ONE BACKGROUND FIELD TRAFFIC
 SIGN 5'-0" DIA. WITH 3" RADIUS
 CORNERS.

GENERAL

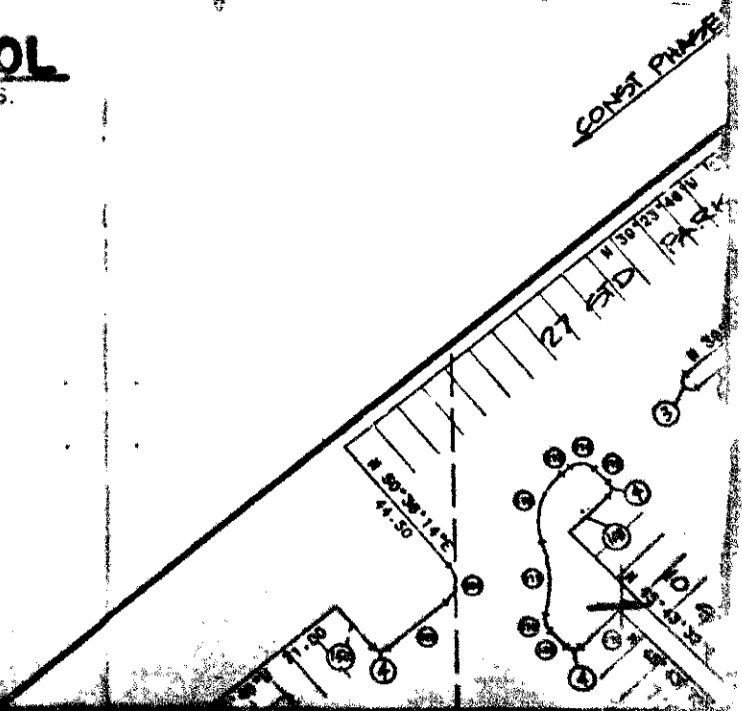


INTERNATIONAL SYMBOL OF
 ACCESSIBILITY, PAINTED WITH 3"
 MIN. WIDE WHITE TRAFFIC PAINT
 STRIPE.

HANDICAP SYMBOL

N.T.S.

1. STRIPING SHALL BE REFLECTORIZED, CONFORM TO THE STATE OF CALIFORNIA (CALTRANS) TRAFFIC MANUAL, STANDARD PLANS, AND CITY OF CARROLL.
2. ALL SIGNS SHALL BE REFLECTORIZED, CONFORM TO STANDARD SPECIFICATIONS, INSTALLED IN ACCORDANCE WITH STANDARD PLANS AND TRAFFIC MANUAL.
3. NEW STRIPING SHALL NOT BE PLACED UNLESS APPROVED BY THE CITY ENGINEER.
4. ALL PAVEMENT MESSAGES AND ARROWS SHALL BE PRECUT PERMANENT PAVEMENT MARKING (P.M.M. #6330, OR APPROVED EQUAL.).



GENERAL NOTES

BE REFLECTORIZED, PAINTED MARKINGS, AND SHALL CONFORM TO THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION TRAFFIC MANUAL, STANDARD SPECIFICATIONS, AND THE CITY OF CARSON.

BE REFLECTORIZED AND SHALL CONFORM TO CAL-TRANS SPECIFICATIONS. INSTALLATION SHALL CONFORM TO CAL-TRANS AND TRAFFIC MANUAL.

SHALL NOT BE PLACED UNTIL SPOTTED WITH THE SPOTTING PROVIDED BY THE CITY TRAFFIC ENGINEER.

ARROWS AND ARROWS SHALL BE INSTALLED WITH PAVEMENT MARKING TAPE (3-M "STA-MARK" #5730, 1/2" WIDE EQUAL.).

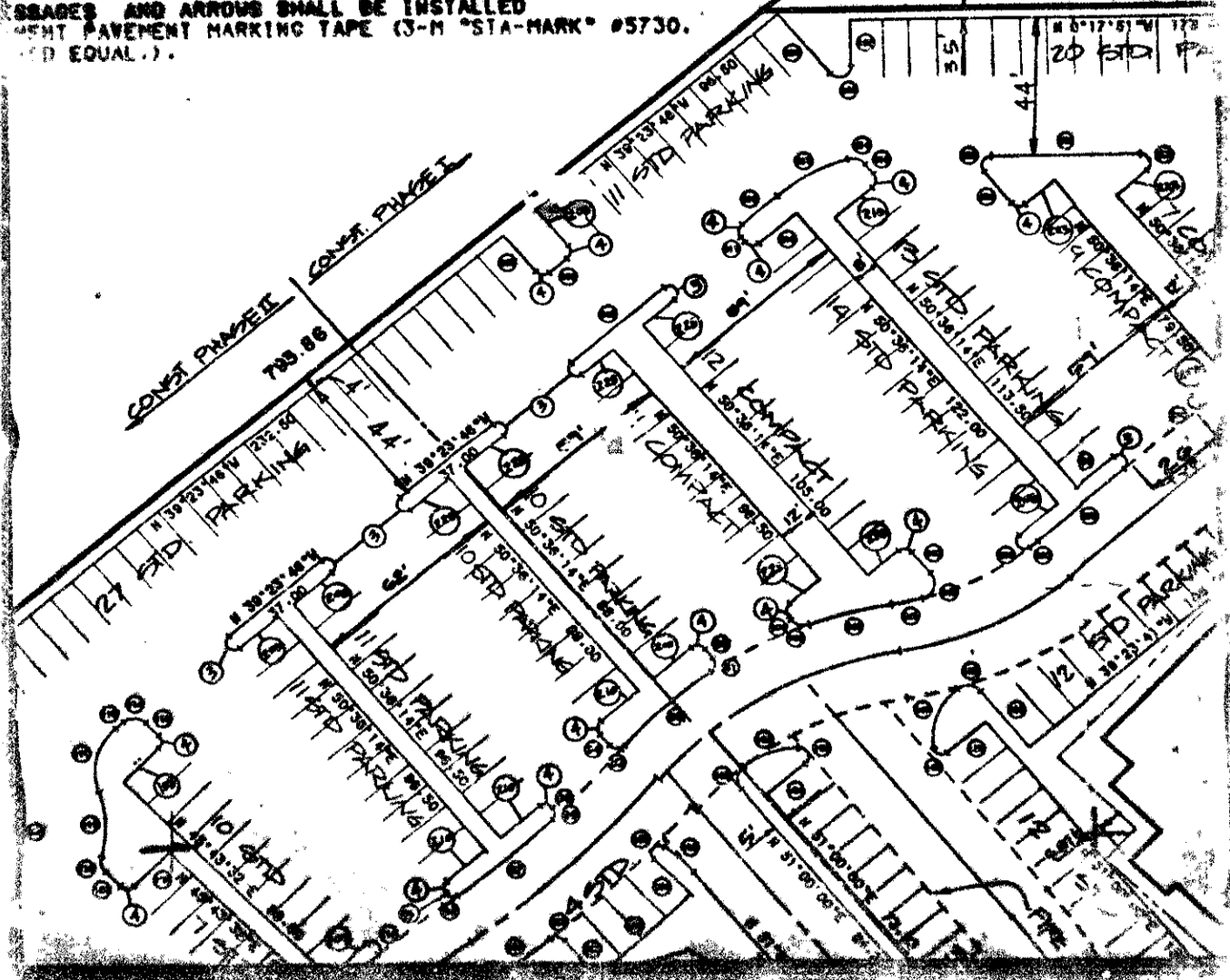
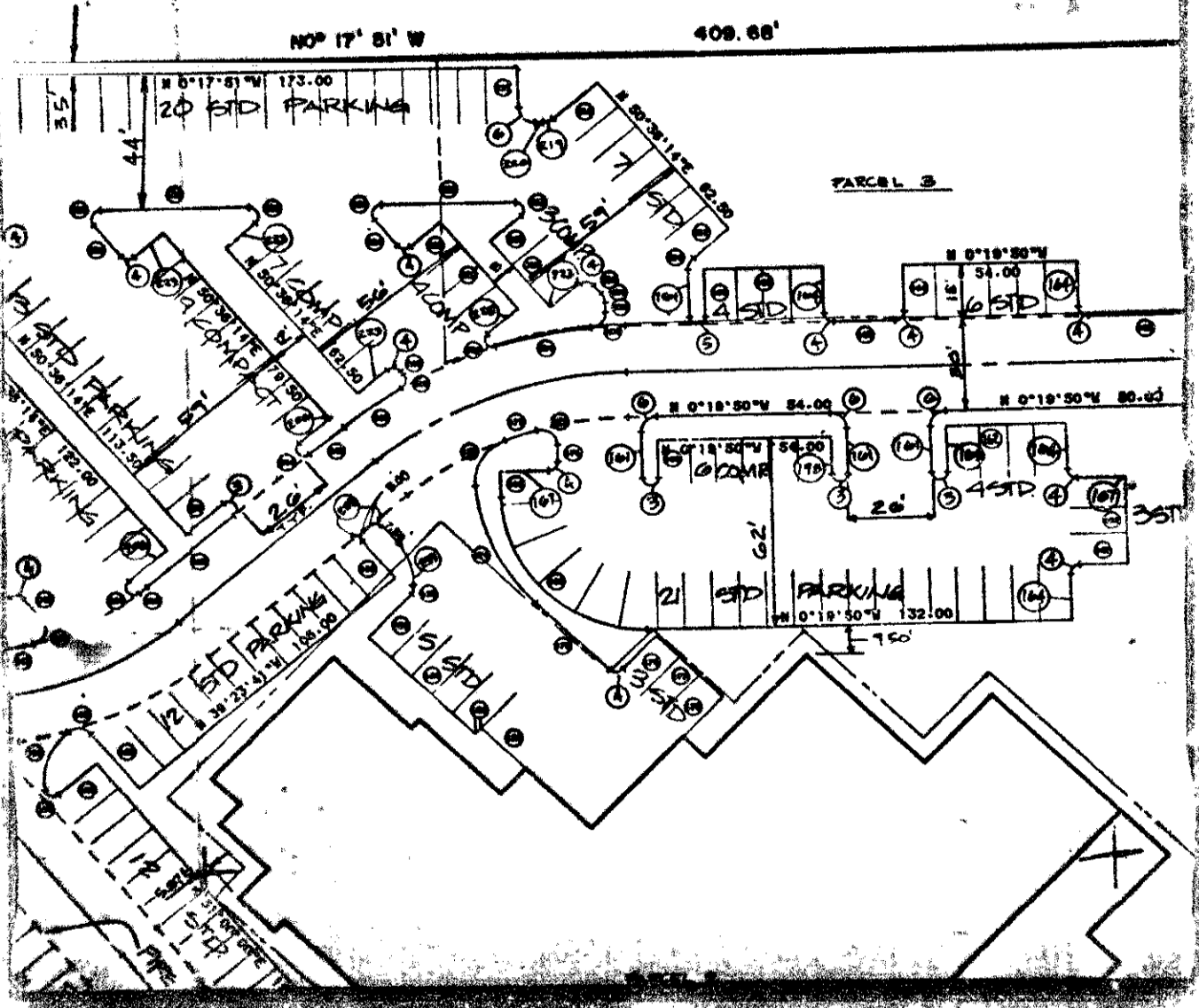
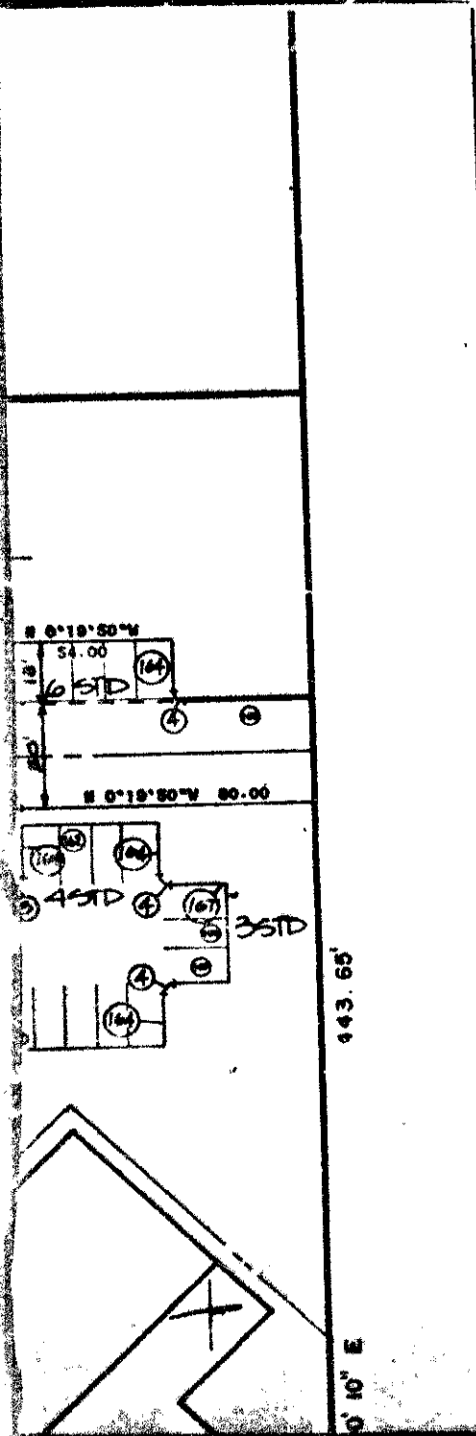


EXHIBIT 'D'



90-1035763



ST.

DATA

NO.	DELTA/BEARING	DISTANCE	AREA
1	N 0°19'34\"		18.00
2	28°03'38\"	81.24	28.00
3	100°00'00\"	2.80	7.00
4	80°00'00\"	3.00	4.00
5	N 0°19'34\"W		22.36
6	86°00'00\"	5.00	
7	137°10'38\"	3.00	7.00
8	42°40'03\"	20.00	14.60
9	N 0°19'34\"W		33.00
10	N 0°19'34\"W		18.00
11	90°00'00\"	24.80	38.00
12	N 0°19'34\"W		24.00
13	N 0°19'34\"W		18.00
14	N 0°19'34\"W		38.00
15	N 0°19'34\"W		12.00
16	N 89°40'26\"E		8.00
17	28°43'57\"	5.00	6.00
18	66°43'57\"	330.00	23.00
19	N 0°19'34\"W		20.00
20	N 89°40'26\"E		17.00
21	188°23'33\"	4.88	18.00
22	68°42'52\"	78.00	11.80
23	82°14'21\"	10.00	14.80
24	30°43'11\"	80.00	28.00
25	53°25'14\"	20.00	17.80
26	09°46'17\"	570.00	54.40
27	78°10'20\"	4.00	2.00
28	N 0°40'16\"E		10.00
29	N 0°19'34\"W		68.00
30	N 0°19'34\"W		18.00
31	180°00'00\"	5.00	10.00
32	N 0°19'34\"W	3.80	38.00
33	180°00'00\"	3.80	14.80
34	N 0°19'34\"W		8.00
35	177°34'19\"	3.80	18.80
36	12°17'50\"	78.00	18.80
37	48°11'00\"	27.50	21.00
38	149°32'31\"	3.00	8.00
39	180°00'00\"	3.80	8.00
40	N 0°19'34\"W		38.00
41	63°53'58\"	80.00	8.00
42	N 0°19'34\"W		8.00
43	N 89°40'26\"E		8.00
44	63°06'04\"	2.80	8.00
45	63°06'04\"	82.80	27.00
46	N 89°40'26\"E		8.00
47	N 0°19'34\"W		28.00
48	87°32'27\"	38.80	18.00
49	122°32'33\"	4.70	18.00
50	N 0°19'34\"W		18.00
51	N 0°19'34\"W		8.00
52	N 89°40'26\"E		8.00
53	N 0°19'34\"W		8.00
54	N 89°40'26\"E		8.00
55	N 0°19'34\"W		8.00

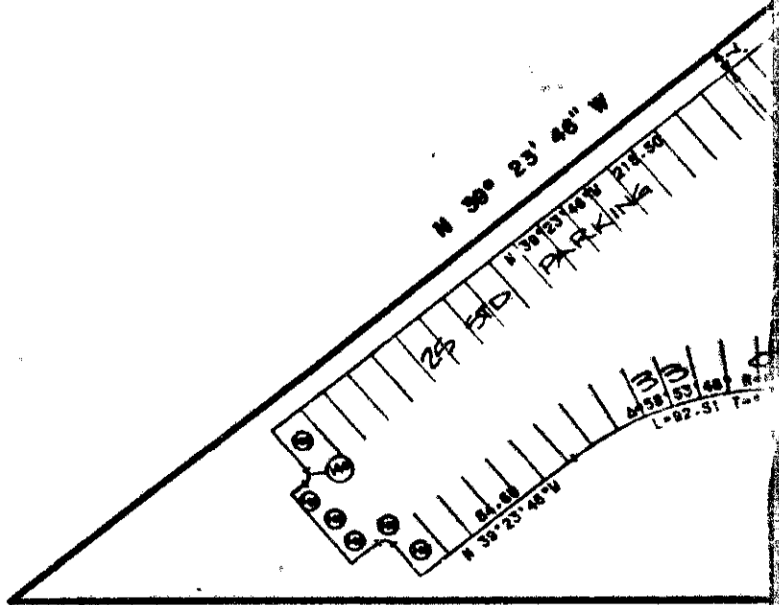
DATA

Bearing	Dist.	Lat-Point	Easting
N 0°19'34"W		15.00	
28°03'58"	81.24	36.81	20.28
180°00'00"	2.50	7.55	
90°00'00"	3.00	4.71	3.00
N 0°19'34"W		22.80	
80°00'00"	8.00	7.75	8.00
137°19'50"	3.00	7.19	7.98
42°40'08"	20.00	14.89	7.81
N 0°19'34"W		33.08	
N 0°19'34"W		15.50	
80°00'00"	24.80	38.48	24.50
N 0°19'34"W		24.00	
N 0°19'34"W		15.48	
N 0°19'34"W		36.00	
N 0°19'34"W		13.00	
N 88°40'28"E		2.18	
98°42'37"	5.00	8.35	5.53
08°43'57"	330.00	33.02	18.52
N 0°19'34"W		28.08	
N 89°40'28"E		13.42	
188°23'33"	4.55	15.75	28.10
08°42'32"	76.00	11.68	5.78
82°14'53"	10.00	14.36	8.73
30°43'11"	80.00	28.81	13.73
80°25'14"	20.00	17.60	9.42
09°45'17"	530.00	56.47	28.50
76°0'20"	4.00	5.46	3.25
N 87°40'26"E		1.09	
N 0°19'34"W		48.08	
N 0°19'34"W		18.00	
180°00'00"	5.00	15.71	
N 0°19'34"W		36.50	
188°00'00"	3.80	11.00	
N 0°19'34"W		14.50	
177°34'19"	3.00	8.30	141.87
12°17'50"	76.00	18.31	8.19
48°11'00"	27.00	21.28	11.23
148°32'31"	5.00	7.53	11.02
180°00'00"	5.00	8.42	
N 0°19'34"W		28.00	
53°53'59"	58.00	47.04	28.42
N 0°19'34"W		4.00	
N 88°40'28"E		1.40	
83°05'04"	2.80	2.75	1.55
82°38'04"	82.50	57.90	32.23
N 88°40'28"E		2.00	
N 0°19'34"W		23.53	
33°39'27"	26.80	23.81	14.88
132°27'33"	4.70	10.05	8.98
N 0°19'34"W		12.82	
N 0°19'34"W		44.08	
N 88°40'28"E		2.93	
N 0°19'34"W		23.88	
N 0°19'34"W		12.30	
N 0°19'34"W		12.49	



23117 PLAZA POINTE DR
SUITE 100, LAGUNA HILLS
CA 92653 (714) 770-2829

IVIC PLAZA
SON, CALIFORNIA



N 0° 19' 34\"/>

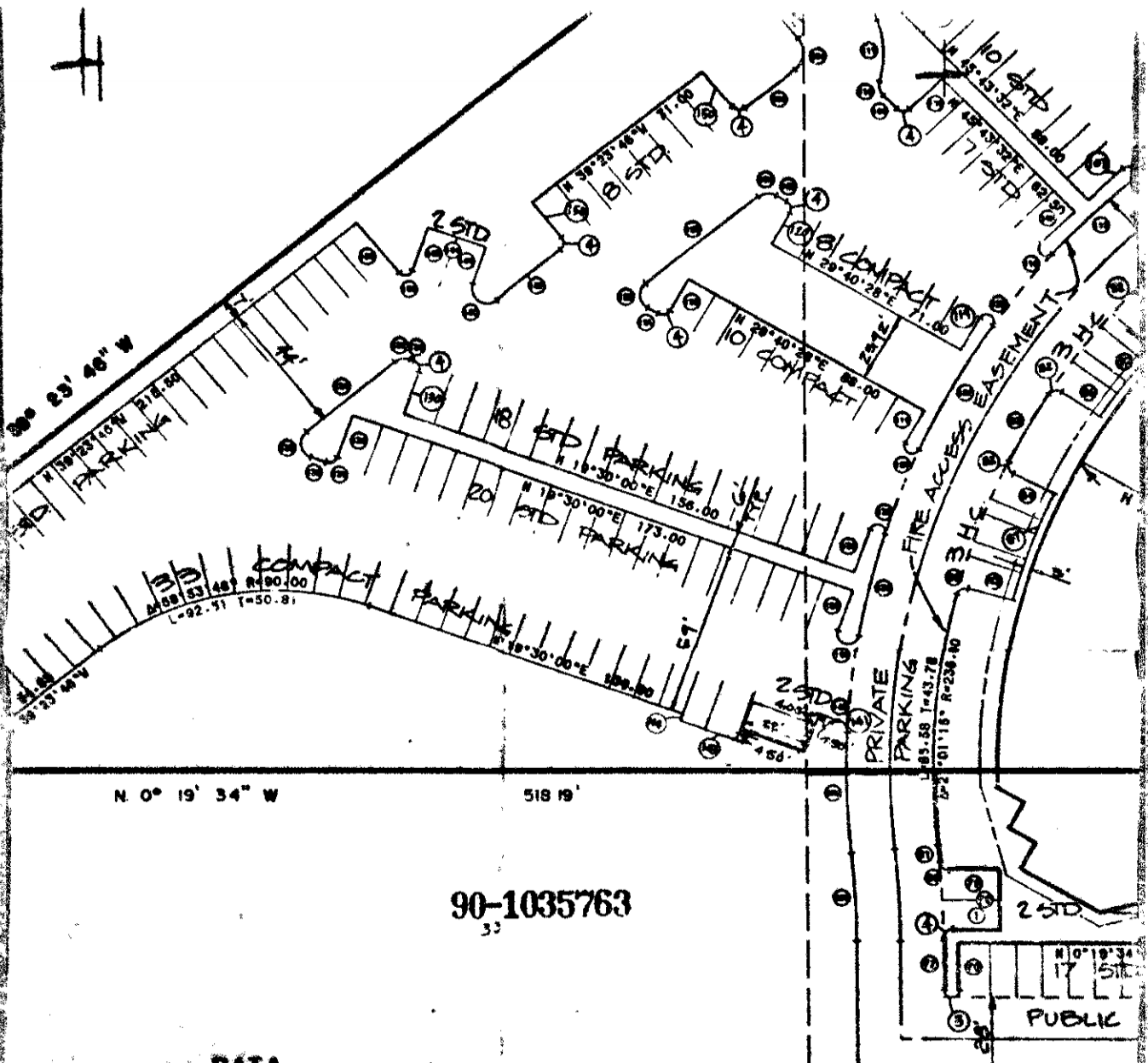
90-1035763
34

DATA

NO.	BELTA/BEARING	RADIUS	LEN./STRT.	TARGET
1	N 86° 40' 10\"/>		15.50	
2	S 0° 10' 50\"/>		37.00	
3	S 0° 12' 50\"/>		12.00	
4	N 89° 40' 10\"/>		18.00	
5	S 0° 10' 50\"/>		38.00	
6	S 0° 10' 50\"/>		28.50	
7	N 0° 12' 50\"/>		15.00	
8	S 0° 10' 50\"/>	44.00	60.12	64.00
9	N 89° 40' 10\"/>		8.04	
10	S 0° 10' 50\"/>		6.77	
11	S 0° 10' 50\"/>	8.00	6.18	6.02

DATA

NO.	BELTA/BEARING	RADIUS
1	N 89° 42' 00\"/>	
2	N 0° 16' 14\"/>	
3	N 30° 23' 46\"/>	
4	N 80° 30' 14\"/>	
5	S 0° 17' 41\"/>	3.06
6	S 100° 54' 02\"/>	2.80
7	N 30° 23' 46\"/>	
8	N 80° 30' 14\"/>	
9	S 0° 17' 41\"/>	3.06
10	N 80° 30' 14\"/>	



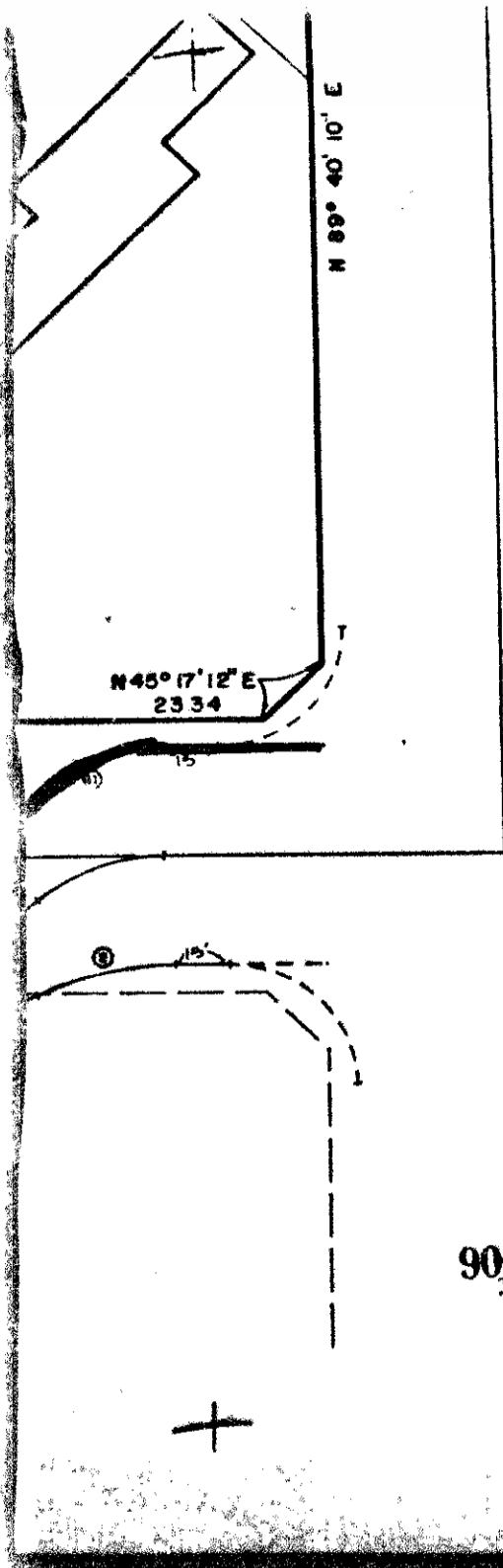
N 0° 19' 34" W

518.19'

90-1035763

DATA

NO.	BEARING	START/END	LEN. / DIST.	TANGENT
1	N 98° 47' 46" E		13.00	
2	S 20° 38' 14" E		37.00	
3	S 38° 23' 48" W		12.00	
4	N 20° 38' 14" E		10.77	
5	S 74° 02' 54" W	3.00	6.78	6.30
6	S 8° 17' 51" W		41.47	
7	S 140° 54' 08" W	2.50	6.15	7.04
8	S 36° 23' 49" W		12.50	
9	S 90° 28' 14" E		26.80	
10	S 90° 26' 18" E		3.66	
11	S 7° 23' W	5.00	3.41	1.77
12	S 88° 42' 18" E		5.16	



CARSON

90-1035763

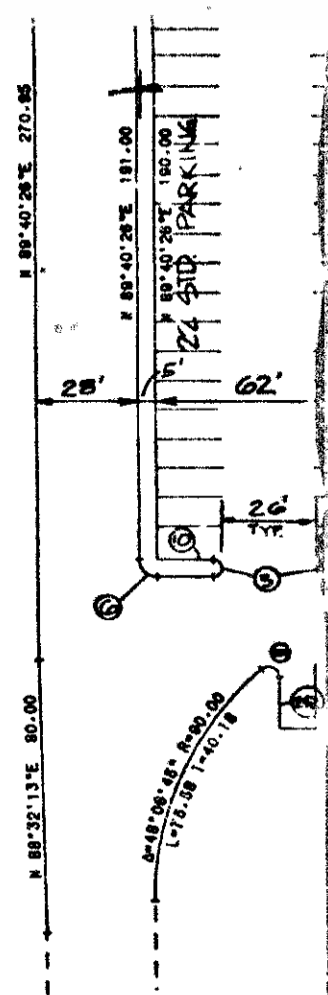
1	N 0° 18' 34\"/>
2	N 0° 18' 34\"/>
3	N 89° 40' 10\"/>
4	N 0° 18' 34\"/>
5	N 0° 18' 34\"/>
6	N 0° 18' 34\"/>
7	123° 32' 00\"/>
8	53° 54' 00\"/>
9	01° 00' 23\"/>
10	181° 18' 24\"/>
11	N 0° 18' 34\"/>
12	N 89° 40' 20\"/>
13	N 0° 18' 34\"/>
14	186° 21' 37\"/>
15	63° 04' 27\"/>
16	86° 20' 41\"/>
17	43° 08' 20\"/>
18	155° 45' 28\"/>
19	N 36° 25' 38\"/>
20	24° 32' 00\"/>
21	N 09° 47' 29\"/>
22	69° 17' 52\"/>
23	43° 28' 44\"/>
24	63° 48' 21\"/>
25	N 18° 42' 00\"/>
26	69° 01' 46\"/>
27	N 86° 40' 20\"/>
28	N 86° 40' 20\"/>
29	N 86° 40' 20\"/>
30	N 0° 18' 34\"/>
31	69° 00' 18\"/>
32	01° 03' 30\"/>
33	80° 44' 18\"/>
34	N 15° 28' 41\"/>
35	N 28° 43' 42\"/>
36	00° 24' 58\"/>
37	N 33° 37' 10\"/>
38	10° 18' 01\"/>
39	N 43° 52' 11\"/>
40	N 0° 18' 34\"/>
41	N 48° 38' 14\"/>
42	86° 41' 16\"/>
43	13° 58' 28\"/>
44	88° 45' 21\"/>
45	N 30° 38' 14\"/>
46	N 50° 28' 14\"/>
47	36° 04' 13\"/>
48	07° 07' 09\"/>
49	09° 22' 57\"/>
50	19° 37' 27\"/>
51	63° 31' 07\"/>
52	88° 28' 01\"/>
53	N 81° 11' 37\"/>
54	08° 27' 46\"/>
55	N 44° 43' 49\"/>
56	168° 54' 17\"/>
57	17° 21' 46\"/>
58	N 44° 18' 38\"/>
59	N 46° 42' 38\"/>
60	69° 00' 18\"/>
61	30° 05' 08\"/>
62	70° 08' 09\"/>

		36.00	
		28.50	
N 0°18'30"W		18.00	
	44.00	09.12	44.00
		8.00	
N 85°30'18"E		8.77	
22°32'32"	2.00	4.44	4.25
05°22'08"	110.00	10.31	6.16
7°12'00"	15.00	10.21	11.17
31°12'33"	00.00	43.12	22.84
N 44°38'21"E		31.00	
N 45°13'38"W		15.00	
N 44°48'21"E		28.00	
N 45°12'38"W		15.00	
N 44°48'21"E		19.00	
N 45°13'38"W		2.07	
E 44°48'21"E		45.00	
N 45°13'38"W		19.48	
39°41'01"	3.00	2.08	1.08
42°58'08"	30.00	22.48	11.90
184°00'43"	2.50	7.58	17.60
N 50°58'16"E		15.00	
N 71°58'00"E		25.00	
88°15'00"	9.00	7.70	4.85
01°01'34"	20.00	21.30	17.79
120°02'26"	2.30	8.27	4.30
N 38°05'00"W		15.00	
N 38°00'00"W		10.78	
141°18'34"	3.00	7.40	8.55
N 38°00'00"W		15.00	
143°17'08"	3.00	7.00	9.04
34°08'52"	30.00	17.01	9.20
02°47'00"	5.30	0.08	5.23
N 80°40'10"E		12.50	
N 80°42'09"E		14.33	
140°54'05"	3.85	8.08	10.28
N 50°38'14"E		24.43	
N 38°23'46"W		7.00	
N 80°38'14"E		15.00	
90°00'00"	7.50	11.78	7.80
N 38°23'46"W		21.00	
N 38°23'46"W		15.50	
N 38°23'46"W		35.00	
02°00'32"	00.00	3.10	1.50
177°08'23"	2.50	7.77	142.50
N 38°23'46"W		15.00	
N 50°38'14"E		1.00	
N 38°23'46"W		14.11	
23°27'08"	00.00	24.56	12.48
04°30'32"	5.00	5.01	3.20
N 80°38'14"E		3.00	
00°58'04"	5.00	4.44	2.70
N 38°23'46"W		14.50	
N 38°23'46"W		10.74	
09°00'00"	5.00	3.41	1.78
N 0°12'31"W		2.44	

	128°05'58"
N 0°12'31"W	
140°54'05"	
N 38°23'46"W	
N 80°38'14"E	
N 50°38'14"E	
N 88°40'10"E	
05°38'08"	
12°24'33"	
157°45'33"	
N 50°38'14"E	
128°05'58"	
N 0°17'51"W	
140°54'05"	
N 50°38'14"E	
9°01'07"	
00°01'32"	
N 38°23'46"W	
170°59'53"	
N 38°23'46"W	
N 80°38'14"E	
115°28'58"	
08°01'08"	
11°00'57"	
00°30'07"	
N 50°38'14"E	
N 88°40'26"E	
N 0°18'34"W	
131°03'18"	
03°57'16"	
06°53'28"	
40°00'00"	
40°00'00"	
44°01'01"	

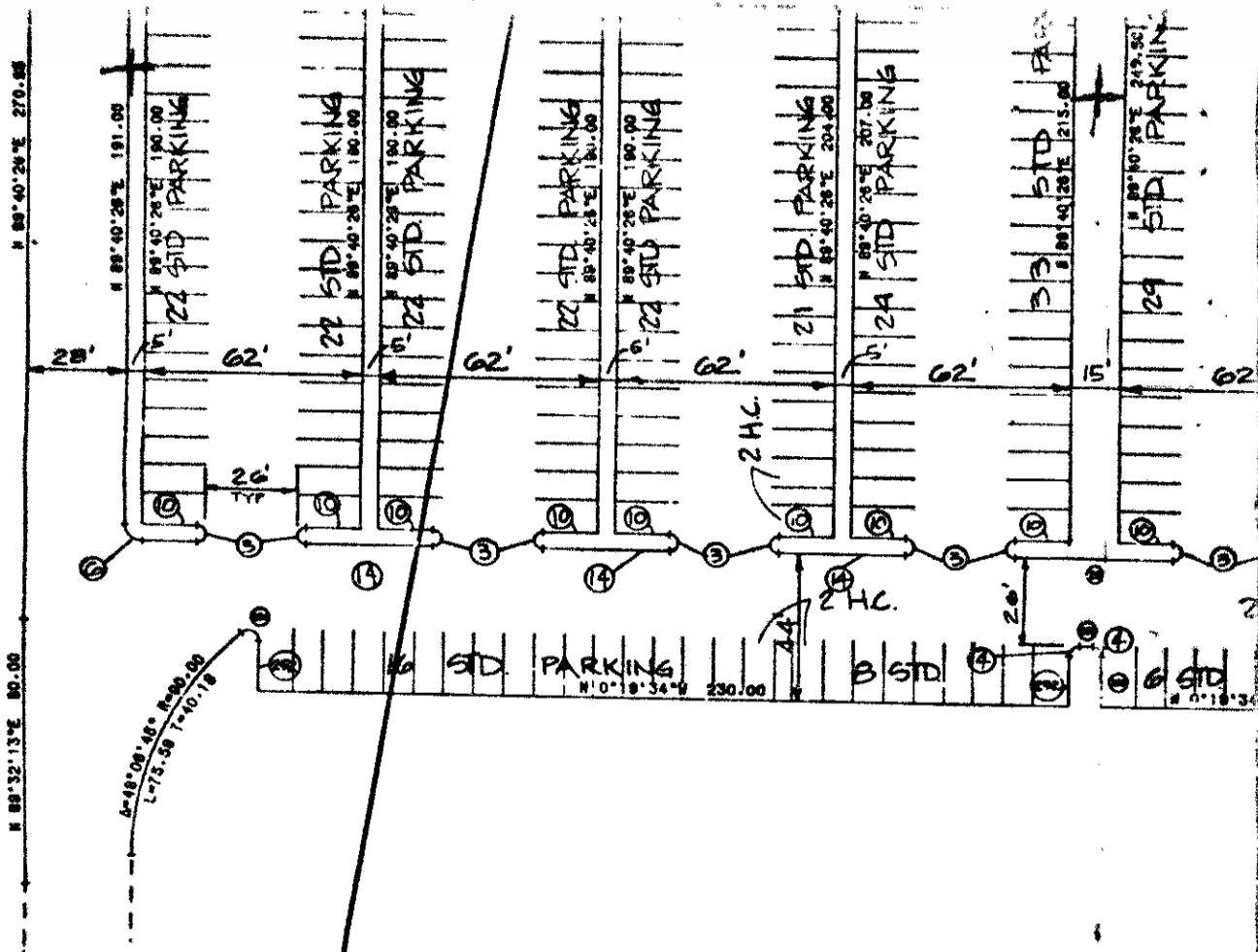
90-1035763
32

		5.76	6.30
		41.47	
N 140°54'05"	3.00	6.18	7.64
N 30°23'46"W		12.50	
N 50°43'14"E		26.50	
N 5 30'14"E		3.67	
S 8°03'56"	3.00	3.41	1.77
N 86°40'10"E		3.16	
S 33°35'08"	3.00	7.47	4.63
S 12°24'38"	140.00	30.38	15.22
S 187°48'33"	2.50	6.88	12.72
N 50°36'14"E		12.92	
S 139°05'55"	3.00	6.76	6.30
N 0°17'51"W		46.38	
S 140°54'05"	3.00	7.38	6.45
N 30°38'14"E		1.44	
S 89°01'37"	3.00	5.18	3.51
S 89°01'32"	140.00	22.05	11.05
N 38°23'41"W		14.07	
S 179°59'55"	2.50	7.85	
N 39°23'46"W		37.00	
N 80°38'14"E		6.75	
S 118°28'35"	3.00	10.08	7.92
S 89°01'32"	90.00	9.45	4.73
S 11°00'57"	135.00	28.86	13.02
S 68°30'57"	3.00	6.07	3.47
N 50°34'14"E		1.21	
N 88°40'26"E		15.00	
N 0°18'34"W		4.00	
S 131°53'15"	3.00	6.81	6.72
S 89°01'32"	205.00	23.72	14.87
S 88°53'28"	264.00	40.87	20.53
S 90°00'00"	4.00	6.28	4.00
S 90°00'00"	7.90	3.93	1.50
S 44°29'01"	20.00	15.53	8.18



LINE FOR REPAIR

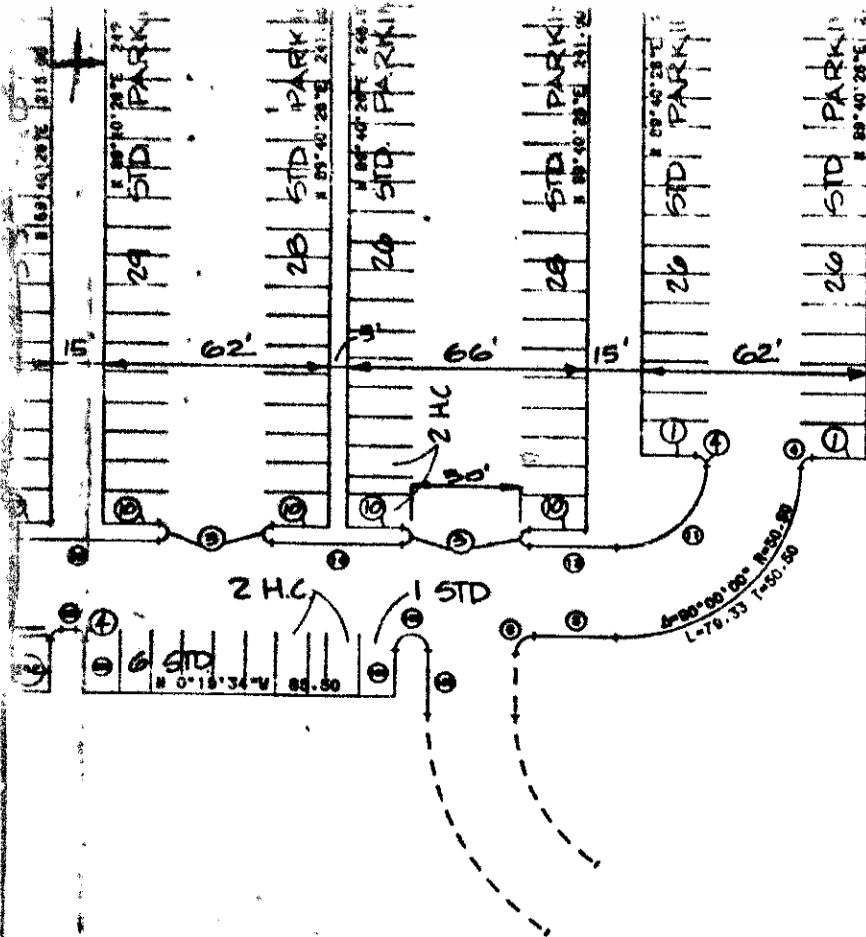
90-1035763



LINE DELINEATING PROPERTIES
 FOR THE PURPOSES OF MAINTENANCE,
 REPAIRS, STRIPING, ETC.

EXHIBIT "D"

90-1035763



COUNT OF PARKING

STANDARD	782	⊕
COMPACT	114	⊕
HANDICAP	20	⊕
TOTAL	916	⊕

90-1035763



OUNT OF PARKING SPACES

STANDARD	782 SPACES
IMPACT	114 SPACES
HANDICAP	<u>20 SPACES</u>
TOTAL	916 SPACES

LINE	BEARING	LENGTH	AREA
1	N 44°16'28"W	40.00	12.12
2	N 44°16'28"W		15.00
3	N 45°43'32"E		6.25
4	90°40'15"	5.00	5.20
5	33°28'39"	33.50	21.01
6	70°09'36"	15.00	22.03
7	N 38°23'46"W		2.00
8	88°07'18"	5.00	7.03
9	N 45°43'32"E		5.46
10	16°00'00"	2.50	8.75
11	07°57'40"	264.00	36.08
12	183°58'50"	2.50	8.03
13	N 60°19'32"W		12.00
14	N 60°19'32"W		12.00
15	N 28°40'28"E		3.75
16	110°55'46"	5.00	9.68
17	N 38°23'46"W		47.00
18	88°04'14"	5.00	8.03
19	N 28°40'28"E		3.98
20	185°15'58"	2.50	8.08
21	10°31'58"	264.00	48.53
22	185°15'58"	2.50	8.08
23	N 70°30'00"W		14.00
24	N 70°30'00"W		15.00
25	80°00'00"	3.00	4.71
26	N 18°30'00"E		5.18
27	121°08'14"	5.00	10.57
28	N 38°23'46"W		37.37
29	58°53'48"	5.00	5.14
30	N 18°30'00"E		1.30
31	178°12'08"	2.50	7.78
32	N 70°30'00"W		15.50
33	07°44'53"	264.00	36.70
34	189°32'44"	3.00	11.58
35	73°08'38"	4.00	15.10
36	N 70°30'00"W		14.00
37	N 18°30'00"E		18.80
38	N 70°30'00"W		3.00
39	N 50°38'14"E		12.00
40	80°00'00"	3.00	4.71
41	N 38°23'46"W		9.50
42	N 50°38'14"E		26.00
43	N 38°23'46"W		4.75
44	N 80°38'14"E		15.00
45	N 50°38'14"E		21.75
46	121°08'14"	3.00	8.88
47	N 70°30'00"W		15.50
48	N 18°30'00"E		20.00
49	N 70°30'00"W		13.00
50	148°53'48"	5.00	13.88
51	N 38°23'46"W		27.47
52	N 80°40'28"E		18.00
53	180°00'00"	4.50	14.14
54	N 88°40'28"E		13.50

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