

James Maples, Assessor-Recorder
Kern County Official Records

JASON
Pages: 13
4/20/2001
8:01:00

DOCUMENT #: 0201053274



0201053274

| | |
|----------|-------|
| Fees... | 43.00 |
| Taxes... | |
| Other... | |
| TOTAL | |
| PAID... | 43.00 |

Escrow #8001198NC

RECORDING REQUESTED BY:

Commonwealth Land Title Company

WHEN RECORDED RETURN TO:

FAIRWAY DEVELOPMENT COMPANY
P.O. Box 2828
Bakersfield, CA 93303

Stat. Types: 1

**GOLF CLUB
RECIPROCAL USE AND EASEMENT, MAINTENANCE AGREEMENT**

GOLF CLUB
RECIPROCAL USE AND EASEMENT, MAINTENANCE AGREEMENT

THIS GOLF CLUB RECIPROCAL USE AND EASEMENT, MAINTENANCE AGREEMENT, hereinafter referred to as the "Agreement," is made and entered into as of this ____ day of _____, 200 __, by and between the RIO BRAVO COMMUNITY ASSOCIATION, a California non-profit mutual benefit corporation, being hereinafter referred to as the "Association," and A & E UNION, INC., a Nevada corporation, being hereinafter referred to as the "Golf Club." The Association and the Golf Club being sometimes collectively hereinafter referred to as the "Parties."

RECITALS

- A. Unless otherwise expressly provided for in the Agreement or dictated by grammatical correctness, any capitalized words and/or phrases, when used herein, shall have the specified meanings given to them in ARTICLE II of that certain First Amended and Restated Declaration of Covenants Conditions and Restrictions for Rio Bravo a Master Planned Community, ("Declaration") which was recorded on _____, 200 __, as Document No. _____, of the Official Records of Kern County, California, entitled, "DEFINITIONS."
- B. The Association is the owner of certain non-exclusive easements in gross, hereinafter referred to as the "Association's Parcels," located in the County of Kern, State of California, and more fully described in "EXHIBIT A," which is attached hereto and by this reference made a part hereof as if once again fully set forth herein.
- C. The Golf Club is the owner of a certain non-exclusive appurtenant easement, hereinafter referred to as the "Golf Club's Parcel," over the same portion of land that is more fully described in "PARCEL 1" of "EXHIBIT A."
- D. The Association's Parcels and the Golf Club Parcel are hereinafter collectively referred to as the "Agreement Easements." The security service retained by the Association together with the guardhouse and gate is hereinafter referred to as the "Security Service."
- E. The Agreement Easements and the Security Service are for the benefit of the present and future members of the Association and the present and future owners of the Golf Club's Parcel or any portion thereof.
- F. Since all of the Parties will be utilizing as well as be benefited by, the Agreement Easements and/or the Security Service, for use, enjoyment, security, their aesthetic value, access, ingress, egress, support, maintenance, repair, replacement, utilities, construction, landscaping and drainage, as the case may be, on, over, under, through and across, the Agreement Easements for vehicles, people, water and utility lines, as applicable, it is necessary that each of the Parties participate in the cost of the use, operation, maintenance, repair and replacement of the Agreement Easements and/or Security Service.
- G. The Parties hereto now desire to enter into an agreement memorializing the terms and conditions for such security, use, operation, maintenance, repair and replacement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

1. Each and every one of the above and foregoing seven (7) recitals is incorporated herein and by this reference made a part hereof as if once again fully written and set forth at length herein.
2. Use of the Easement. The Association, together with the Golf Club, shall have the full right to use the Agreement Easements and/or Security Service, for the purposes delineated in Section F., above, provided, however, that such use shall not interfere with or impair the use of the Agreement Easements, the Security Service or any of them, by any of the Association's members or the owners of the Golf Club's Parcel.
3. Management, Control and Maintenance. The full right and authority of management, control, operation, insuring, maintenance, repair and replacement, as the case may be, of the Agreement Easements and/or the Security Service, shall be and is hereby vested in the Association, who will perform such duties under the dictates of the Declaration and shall have all of the powers necessary or appropriate to function in such capacity. Provided that, any rules or regulations as well as any other matters affecting the users of the Agreement Easements, and/or the Security Service, or any one (1) of them, shall apply equally and without discrimination to all of said users unless otherwise provided for in the Master Governing Documents, the Agreement or the circumstances patently dictate same.
4. Management, Maintenance, Repair and Restoration. The Association shall, from any assessments levied in accordance with ARTICLE VIII of the Declaration, entitled, "ASSESSMENTS," manage, operate, insure, maintain, repair, replace, restore, landscape and otherwise improve the Agreement Easements and/or the Security Service.
5. Interference with the Agreement Easements. No structure, planting or material shall be placed or permitted to remain within the Agreement Easements, or any one of them, which may damage or interfere with the maintenance and use of this area.
6. Agreement to Pay Assessments. Except as may otherwise be provided for in the Agreement, the Golf Club covenants and agrees to pay to the Association thirty percent (30%) of that portion of any assessments, such allocation being hereinafter referred to as the "Agreement Easements Assessment," levied to fund and pay for the maintenance, management, operation, insurance, repair, replacement, restoration, landscaping, improvement obligations and collateral responsibilities which relate solely to the Agreement Easements and twenty percent (20%) of that portion of any assessments, such allocation being hereinafter referred to as the "Security Service Assessment," levied to fund and pay for the management, operation, repair, replacement, restoration, improvement obligations and collateral responsibilities which relate solely to the Security Service. Such assessments shall be levied in accordance with ARTICLE VIII of the Declaration, entitled, "ASSESSMENTS."
7. Assessment Period. The initial Agreement Easements Assessment and Security Service Assessment period shall commence on the first (1st) day of the calendar month following the date on which the Association's Parcels are conveyed to the Association.

8. Agreement Easements Assessments and/or Security Service Assessments as Obligation of the Golf Club. Each and every Agreement Easements Assessment and/or Security Service Assessments, or any installments thereof, together with any late charge, interest, collection costs, and reasonable attorney's fees, shall be the obligation of the Golf Club, as the case may be, at the time such assessment or installment is levied or becomes due and payable, whichever is applicable. The Golf Club shall not be relieved from the obligation to pay such assessments or installments by waiving the use or enjoyment of all or any portion of the Agreement Easements and/or Security Service, or by abandoning any of them or any portion of same.
9. Due Dates, Late Charges, and Interest.
- a. At least thirty (30) days prior to the commencement of any Agreement Easements Assessment and/or Security Service Assessments, the Association shall give the Golf Club written notice of the amount of such Agreement Easements Assessment and/or Security Service Assessments, and the due date, or due dates, if paid in installments. Unless the Association specifies otherwise, any monthly installment due date shall be the first (1st) day of each month.
 - b. Any Agreement Easements Assessment and/or Security Service Assessment, or installment payment, shall become delinquent if payment is not received by the Association within fifteen (15) days after its due date. There shall be a late charge of ten percent (10%) or ten dollars (\$10.00), whichever is greater. A late charge may not be imposed more than one (1) time on any delinquent payment, but shall not eliminate or supersede any charges imposed on prior delinquent payments.
 - c. Interest shall also accrue on any delinquent payment at the rate of twelve percent (12%) per annum. Interest shall commence thirty (30) days after the Agreement Easement Assessments and/or Security Service Assessments, becomes due.
10. Enforcement of Agreement Easements Assessments and/or Security Service Assessments. The Association has the right to collect and enforce the payment of any and all Agreement Easements Assessments. The Association may enforce delinquent Agreement Easements Assessments, including delinquent installments, by bringing a legal action against the Golf Club directly on the debt established by an Agreement Easements Assessment. In any action instituted by the Association to collect delinquent Agreement Easements Assessments, accompanying late charges, penalties, or interest, the prevailing party shall be entitled to recover costs and reasonable attorney's fees.
11. Interpretation. The provisions of the Agreement shall be liberally construed to effectuate its purpose of creating a uniform plan for the use, operation, maintenance, repair replacement and assessment of the Agreement Easements. The section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
12. Applicable Laws and Severability of Covenants. The Agreement shall, in all respects, be governed by the laws of the State of California. Invalidation of any one (1) of the provisions of the Agreement by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.
13. Affected and Benefited Property. The properties affected and benefited by the covenants contained in the Agreement are the Agreement Easements, the Dominant Tenements and the Servient Tenements, as those phrases are defined in Section 17. of the Agreement, entitled, "Dominant and Servient Estates" and hereinafter used, and each of them.

14. Binding Effect. Each of the successive owners of the Agreement Easements, the Dominant Tenements and the Servient Tenements, or any portions thereof, and each person or entity having any interest therein derived through such owners, shall be bound, singularly and jointly, during the period of its, his, her, or their ownership or interest, by the covenants, provisions and terms contained in the Agreement for the benefit of such easements and tenements and any person or entity having a right or interest therein. The covenants and agreements set forth herein shall run with and bind the land, and shall inure to the benefit and shall be enforceable by the Association, Golf Club, their respective legal representatives, successors and assigns, as those terms may apply, so long as the Agreement remains in effect.

15. Notices. All notices, demands or other communications given to the Parties hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery, or as of the earlier of the date stamp on the return receipt or the second (2nd) business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to the Golf Club: A & E Union, Inc.
 Attention: Mr. Ung Mok Yi
 5681 Downey Road
 Vernon, California 90058

If to the Association: Rio Bravo Community Association
 5681 Downey Road
 Vernon, California 90058

Or to such other address and/or addresses as the Parties may from time to time request in writing to the other.

16. Modification and Amendments. No amendment, supplement, change or modification of the Agreement shall be valid without the written affirmative assent of the Association and the Golf Club. Any amendment or modification shall be deemed effective when it has been recorded in the Official Records of Kern County, California.

17. Dominant and Servient Estates. The Agreement Easements as well as each and all of the rights granted, created or made an integral part herein, are appurtenances as well as applicable to the Dominant and Servient Tenements, the Association and the Golf Club, as the case may be, and the easements, nor any one of them, nor none of the rights, may be transferred, assigned, or encumbered except as appurtenance to a Dominant or Servient Tenement. For the purposes of the easements and rights, the land benefited will constitute the dominant estate ("Dominant Tenement"), and the land which respectively is burdened by an easement or right will constitute the servient estate ("Servient Tenement").

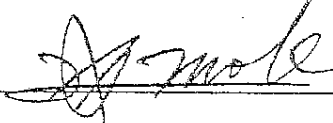
18. Common Plan Declaration. The covenants, conditions and restrictions set forth in the Agreement constitute a general plan for the use, operation, maintenance, repair, replacement and assessment of the Agreement Easements in order to enhance the value, utility, desirability and attractiveness of the Agreement Easements as well as the surrounding environment, and, therefore, is a benefit to The Association, Its Members, the Golf Club and all of the owners of real property who will utilize the Agreement Easements. By becoming a Member of the Association or by acceptance of a deed to or by acquiring any ownership interest or right in, any property that is subject to the Agreement, each person

or entity, for itself, himself, herself, or themselves, his or her heirs, his, its, hers or their personal representatives, successors, transferees and/or assigns, agrees to be subject to all of the provisions, restrictions, covenants, conditions, rules and regulations now and hereafter imposed by or pursuant to the Agreement as well as any amendments thereto. In addition, each such person and/or entity, by so doing, hereby acknowledges that the Agreement sets forth a general guideline for the use, operation, repair, replacement, maintenance of the Agreement Easements and the costs associated with the same, and thereby evidences its, his, her or their intent that all of the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and shall be binding on all future and subsequent owners, grantees, purchasers, assignees and transferees there of. Furthermore, each such person and/or entity fully understands and acknowledges that the Agreement shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future owners of the Agreement Easements.

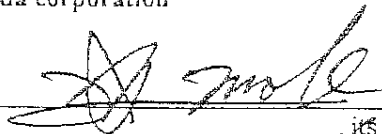
19. Term. The provisions, covenants, conditions, restrictions, limitations and charges contained in the Agreement shall run with, benefit and burden the Association's Easements as herein provided, and shall inure to the benefit of and be binding upon the Association, as well as the Golf Club their respective agents, assigns and successors in interest, for as long as the Agreement Easements or any one of them, are/is in existence.
20. Disclaimer. The Agreement is in no way intended to bring, nor should it be interpreted as so doing, any property of the Golf Club or any portion thereof, under the jurisdiction of the Association, except in those situations expressly described in the Agreement.

IN WITNESS WHEREOF, and for the purpose of complying with the provisions of Section 1468 of the California Civil Code, or any comparable superseding statutes, the Parties hereto have executed the Agreement as of the date and year first above written.

RIO BRAVO COMMUNITY ASSOCIATION,
a California non-profit mutual benefit corporation

By:  _____, its President

A & E UNION, INC
a Nevada corporation

By:  _____, its President

VICE

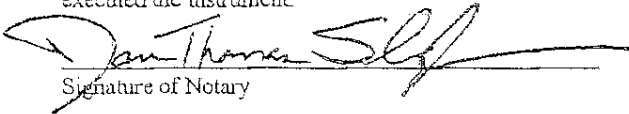
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ACKNOWLEDGMENT
STATE OF CALIFORNIA

COUNTY OF KERN)SS.

On MARCH 16 2001 before me,
DAN Thomas Shanyfelt
a Notary Public in and for said County and State,
personally appeared Ung Mok Yi

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged 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 on behalf of which the person(s) acted, executed the instrument.


Signature of Notary

(Seal)

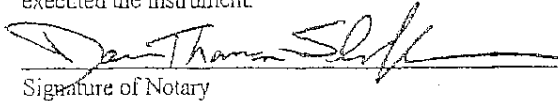


ACKNOWLEDGMENT
STATE OF CALIFORNIA

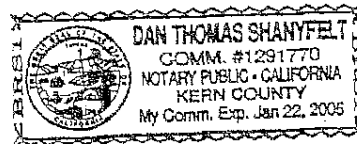
COUNTY OF KERN)SS.

On MARCH 16 2001 before me,
DAN Thomas Shanyfelt
a Notary Public in and for said County and State,
personally appeared Ung Mok Yi

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged 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 on behalf of which the person(s) acted, executed the instrument.


Signature of Notary

(Seal)



CONSENT OF LIENHOLDERS AND SUBORDINATION OF LIEN

The undersigned Beneficiary under that certain Deed of Trust dated September 10, 1999 and Recorded November 12, 1999, as Recorder's Serial Number 0199163589 of the Official Records of Kern County California, consents to all of the provisions contained in the attached Golf Club Reciprocal Use and Easement, Maintenance Agreement, executed by A & E Union, Inc., a Nevada Corporation and Rio Bravo Community Association, a California non-profit mutual benefit corporation, hereinafter referred to as the "Agreement," and agrees that the lien of the above referenced Deed of Trust shall be junior and subordinate and subject to the Agreement.

Dated: 3-21, 2001.

INDYMAC MORTGAGE HOLDING, INC.,
a Delaware Corporation dba Construction Lending
Corporation of America

BY: [Signature]
STEVE ALVARADO V.P.

ACKNOWLEDGMENT
STATE OF CALIFORNIA

COUNTY OF Los Angeles) SS.

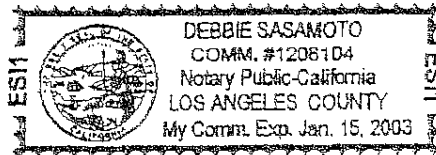
On March 21, 2001, before me,
Debbie Sasamoto
a Notary Public in and for said County and State,
personally appeared Steve Alvarado

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Signature of Notary

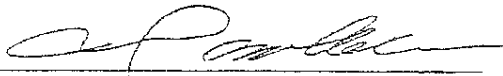
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CONSENT OF LIENHOLDERS AND SUBORDINATION OF LIEN

The undersigned Beneficiary under that certain Deed of Trust dated August 25, 2000 and Recorded August 25, 2000, as Recorder's Serial Number 0200104754 of the Official Records of Kern County California, consents to all of the provisions contained in the attached Golf Club Reciprocal Use and Easement, Maintenance Agreement, executed by A & E Union, Inc., a Nevada Corporation and Rio Bravo Community Association, a California non-profit mutual benefit corporation, hereinafter referred to as the "Agreement," and agrees that the lien of the above referenced Deed of Trust shall be junior and subordinate and subject to the Agreement.

Dated: APRIL 3, 2001.



Paul M. Hahn


Sooh O. Hahn

ACKNOWLEDGMENT
STATE OF CALIFORNIA

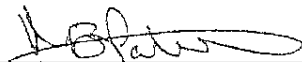
} SS.

COUNTY OF LOS ANGELES

On APRIL 3rd 2001, before me,
M. B. PATEL
a Notary Public in and for said County and State,
personally appeared PAUL M. HAHM &
SOOH O. HAHM

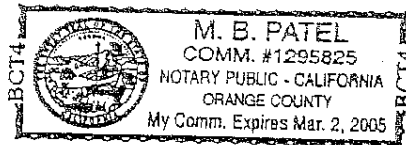
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature of Notary

(Seal)



PARCEL 1:

That certain non-exclusive easement in gross which is commonly known as a portion of, "CASA CLUB DRIVE" and is more fully described as follows:

All that portion of Section 14, Township 29 South, Range 29 East, M.D.M., County of Kern, State of California that commences at the Northwest corner of said Section 14; thence South $00^{\circ}03'20''$ West on and along the West line of said Section 14, a Distance of 2490.34 feet; thence South $79^{\circ}20'56''$ East, 24.18 feet; thence North $42^{\circ}12'28''$ East, 18.18 feet; thence North $08^{\circ}27'33''$ East, 4.50 feet to the TRUE POINT OF BEGINNING; thence (1) South $81^{\circ}32'27''$ East, 35.81 feet; thence South $36^{\circ}32'27''$ East, 5.66 feet; thence (3) South $81^{\circ}32'27''$ East, 26.00 feet; thence (4) South $36^{\circ}32'27''$ East, 11.31 feet; thence (5) South $81^{\circ}32'27''$ East, 45.00 feet; thence (6) North $53^{\circ}27'33''$ East, 16.97 feet; thence (7) South $81^{\circ}32'27''$ East 108.01 feet to the beginning of a tangent curve concave to the South having a radius of 100.00 feet; thence (8) Easterly on and along said curve through a central angle of $13^{\circ}25'55''$ an arc distance of 23.44 feet to the beginning of a tangent reverse curve concave to the North having a radius of 766.00 feet; thence (9) Easterly on and along said curve through a central angle of $36^{\circ}24'58''$ and arc distance of 486.86 feet; thence (10) North $75^{\circ}28'30''$ East, 46.03 feet to the beginning of a tangent curve concave to the South having a radius of 384.00 feet; thence (11) Easterly on and along said curve through a central angle of $28^{\circ}41'30''$ an arc distance of 192.29 feet; thence (12) South $75^{\circ}50'00''$ East, 46.04 feet to the beginning of a tangent curve concave to the Southwest having a radius of 334.00 feet; thence (13) Southeasterly on and along said curve through a central angle of $77^{\circ}22'30''$ an arc distance of 451.05 feet; thence (14) South $01^{\circ}32'30''$ West, 175.00 feet to the beginning of a tangent curve concave to the Northeast having a radius of 916.00 feet; thence (15) Southeasterly on and along said curve through a central angle of $29^{\circ}13'33''$ an arc distance of 467.23 feet; thence (16) South $27^{\circ}41'00''$ East, 107.84 feet to the beginning of a tangent curve concave to the Northeast having a radius of 416.00 feet; thence (17) Southeasterly on and along said curve through a central angle of $54^{\circ}26'35''$ an arc distance of 395.29 feet; thence (18) South $82^{\circ}07'35''$ East, 326.44 feet to the beginning of a tangent curve concave to the North having a radius of 291.00 feet; thence (19) Southeasterly on and along said curve through a central angle of $43^{\circ}20'39''$ an arc distance of 220.14 feet; thence (20) North $54^{\circ}31'46''$ East, 46.86 feet to the beginning of a tangent curve concave to the Southeast having a radius of 257.00 feet; thence (21) Northeasterly on and along said curve through a central angle of $08^{\circ}58'27''$ an arc distance of 40.25 feet to the Beginning of a tangent reverse curve concave to the Northwest having a radius of 600.00 feet; thence (22) Northeasterly on and along said curve through a central angle of $01^{\circ}03'14''$ an arc distance of 11.04 feet to the beginning of a tangent reverse curve concave to the Southeast having a radius of 200.00 feet; thence (23) Easterly on and along said curve through a central angle of $15^{\circ}29'49''$ an arc distance of 54.09 feet to the beginning of a compound curve concave to the South having a radius of 259.00 feet; thence (24) Easterly on and long said curve through a central angle of $41^{\circ}50'06''$ an arc distance of 189.11 feet to the beginning of a compound curve concave to the Southwest having a radius of 200.00 feet; thence (25) Southeasterly on and along said curve through a central angle of $15^{\circ}29'49''$ an arc distance of 54.09 feet to the beginning of a reverse curve concave to the Northeast having a radius of 600.00 feet; thence (26) Southeasterly on and along said curve through a central angle of $01^{\circ}03'14''$ an arc distance of 11.04 feet to the beginning of a reverse curve concave to the Southwest having a radius of 257.00 feet; thence (27) Southeasterly on and along said curve through a central angle of $05^{\circ}25'01''$ an arc distance of 24.30 feet; thence (28) South $40^{\circ}21'30''$ East, 5.85 feet to the beginning of a

EXHIBIT "A"

Page 1 of 4

tangent curve concave to the West having a radius of 20.00 feet; thence (29) Southerly on and along said curve through a central angle of $84^{\circ}41'42''$ an arc distance of 29.59 feet to a point of cusp with a curve concave to the Southeast having a radius of 391.00 feet and to which point a radial line bears North $45^{\circ}39'48''$ West; thence (30) Northeasterly on and along said curve through a central angle of $05^{\circ}18'18''$ an arc distance of 36.20 feet; thence (31) North $49^{\circ}38'30''$ East, 38.00 feet to a point of cusp with a curve concave to the North having a radius of 20.00 feet and to which point a radial line bears North $40^{\circ}21'30''$ West; thence (32) Northwesterly on and along said curve through a central angle of $90^{\circ}00'00''$ an arc distance of 31.42 feet; thence (33) North $40^{\circ}21'30''$ West, 4.09 feet to the beginning of a tangent curve concave to the Southwest having a radius of 293.00 feet; thence (34) Northwesterly on and along said curve through a central angle of $05^{\circ}25'01''$ an arc distance of 27.70 feet to the beginning of a compound curve concave to the Southwest having a radius of 200.00 feet; thence (35) Northwesterly on and along said curve through a central angle of $12^{\circ}34'21''$ an arc distance of 43.89 feet to the beginning of a tangent reverse curve concave to the Northeast having a radius of 600.00 feet whose radial bears North $31^{\circ}39'08''$ East; thence (36) Northwesterly on and along said curve through a central angle of $01^{\circ}18'07''$ an arc distance of 13.63 feet to the beginning of a tangent reverse curve concave to the Southwest having a radius of 291.00 feet; thence (37) Northwesterly on and along said curve through a central angle of $05^{\circ}25'56''$ an arc distance of 27.59 feet; thence (38) North $27^{\circ}31'19''$ East, 0.50 feet to the beginning of a non-tangent curve concave to the Southwest having a radius of 291.50 feet whose radial bears South $27^{\circ}31'19''$ West; thence (39) Northwesterly on and along said curve through a central angle of $28^{\circ}50'11''$ an arc distance of 146.71 feet; thence (40) South $85^{\circ}19'12''$ West, 15.07 feet to the beginning of a non-tangent curve concave to the Southwest having a radius 291.00 feet whose radial bears South $04^{\circ}16'41''$ East; thence (41) Westerly on and along said curve through a central angle of $10^{\circ}56'52''$ an arc distance of 55.60 feet to the beginning of a tangent reverse curve concave to the Northwest having a radius of 600.00 feet; thence (42) Southwesterly on and along said curve through a central angle of $01^{\circ}18'07''$ an arc distance of 13.63 feet to the beginning of a tangent reverse curve concave to the Southeast having a radius of 200.00 feet; thence (43) Southwesterly on and along said curve through a central angle of $12^{\circ}34'21''$ an arc distance of 43.89 feet to the beginning of a compound curve concave to the Southeast having a radius of 293.00 feet; thence (44) Southwesterly on and along said curve through a central angle of $15^{\circ}30'47''$ an arc distance of 79.33 feet to the beginning of a tangent reverse curve concave to the Northwest having a radius of 201.54 feet; thence (45) Southwesterly on and along said curve through a central angle of $16^{\circ}00'34''$ an arc distance of 56.31 feet to the beginning of a compound curve concave to the Northwest having a radius of 259.00 feet whose radial bears $26^{\circ}00'00''$ East; thence (46) Westerly on and along said curve through a central angle of $33^{\circ}52'25''$ an arc distance of 153.12 feet; thence (47) North $82^{\circ}07'35''$ West, 326.00 feet to the beginning of a tangent curve concave to the Northeast having a radius of 384.00 feet; thence (48) Northwesterly on and along said curve through a central angle of $54^{\circ}26'35''$ an arc distance of 364.88 feet; thence (49) North $27^{\circ}41'00''$ West, 107.84 feet to the beginning of a tangent curve concave to the Northeast having a radius of 884.00 feet; thence (50) Northwesterly on and along said curve through a central angle of $29^{\circ}13'30''$ an arc distance of 450.90 feet; thence (51) North $01^{\circ}32'30''$ East, 175.00 feet to the beginning of a tangent curve concave to the Southwest having a radius of 366.00 feet; thence (52) Northwesterly on and along said curve through a central angle of $77^{\circ}22'30''$ an arc distance of 494.26 feet; thence (53) North $75^{\circ}50'00''$ West, 46.04 feet to the beginning of a tangent curve concave to the South having a radius of 416.00 feet; thence (54) Westerly on and along said curve through a central angle of $28^{\circ}41'30''$ an arc distance of 208.32 feet; thence (55) South $75^{\circ}28'30''$ West, 46.04 feet to the beginning of a tangent curve concave to

EXHIBIT "A"

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the North having a radius of 734.00 feet; thence (56) Westerly on and along said curve through a central angle of 37°57'55" an arc distance of 486.36 feet; thence (57) North 66°33'35" West, 74.82 feet to the beginning of a tangent curve concave to the Southwest having a radius of 100.00 feet; thence (58) Westerly on and along said curve through a central angle of 14°58'52" an arc distance of 25.15 feet; thence (59) North 81°32'27" West, 21.31 feet; thence (60) North 36°32'27" West, 16.97 feet; thence (61) North 81°32'27" West, 45.00 feet; thence (62) South 53°27'33" West, 11.31 feet; thence (63) North 81°32'27" West 26.00 feet; thence (64) South 53°27'33" West, 5.66 feet; thence (65) North 81°32'27" West, 35.81 feet; thence (66) South 08°27'33" West, 56.00 feet to the TRUE POINT OF BEGINNING."

PARCEL 2:

That certain exclusive landscape maintenance and monument easement located on those portions of real property along Miramonte Drive that are more fully described as follows:

"That certain real property located in the City of Bakersfield, County of Kern, State of California, to be utilized for easements for their location, construction, maintenance, repair and replacement of a monument sign, and for landscaping, drainage, irrigation and related purposes, including, but not limited to, fencing, on, over, under through and across the easement area, as provided for in that certain Instrument which is dated September 13, 1991, entitled, "GRANT OF EASEMENTS AND AGREEMENT BETWEEN LANDOWNERS AND EASEMENT HOLDERS," which was recorded on September 13, 1991, in Book 6568, at Page 2152 of the Official Records of Kern County, California and which was recorded on September 18, 1991, in Book 6570, at Page 75 of said Official Records.

- A. All that portion of that certain real property which lies within the North ½ of Section 15, Township 29 South, Range 29 East, Mount Diablo Meridian and is more fully described in Exhibit "A" of that certain document, entitled, "Grant of Easements and Agreement," which was recorded on September 13, 1991, as Instrument No. 117552, in Book 6568, at Page 2152 of the Official Records of Kern County, California and which was recorded on September 18, 1991, as Instrument No. 118989, in Book 6570, at Page 75, within the arc of a circle having a radius of one hundred sixty-five feet (165') from the centerline of the intersection of Miramonte Drive with State Highway 178, per the City of Bakersfield Deed No. 1904, which was recorded in Book 5416, at Page 996 of the Official Records of Kern County, California.

Excepting therefrom the right of way known as Miramonte Drive as per those certain street right of way deeds, which were recorded on November 5, 1981, in Book 5416, at Page 996 of Official Records of Kern County, California and December 28, 1982, in Book 5513, at Page 2392 of said Official Records.

- B. All that portion of that certain real property which lies within the North ½ of Section 15, Township 29 South, Range 29 East, Mount Diablo Meridian, being more fully described in Exhibit "A" of that certain document, entitled, "Grant of Easements and

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Agreement," which was recorded on September 13, 1991, as Instrument No. 117552, in Book 6568, at Page 2152 of the Official Records of Kern County, California and which was recorded on September 18, 1991, as Instrument No. 118989, in Book 6570, at Page 75 of said Official Records, Easterly of the Easterly right of way boundary of Miramonte Drive, as said boundary is more fully described in those certain street right of way deeds which were recorded on November 5, 1981, in Book 5416, at Page 996 of the Official Records of Kern County, California and December 28, 1982, in Book 5513, at Page 2192 of said Official Records.

- C. All that portion of that certain real property which lies within the North ½ of Section 15, Township 29 South, Range 29 East, Mount Diablo Meridian and is more fully described in Exhibit "A" of that certain document, entitled, "Grant of Easements and Agreement," which was recorded on September 13, 1991, as Instrument No. 117552, in Book 6568, at Page 2152 of the Official Records of Kern County, California and which was re-recorded on September 18, 1991, as Instrument No. 118989, in Book 6570, at Page 75 of said Official Records and which is more fully described as follows:

"A twenty foot (20') wide strip of land lying Westerly of and adjacent to the Westerly right of way line of Miramonte Drive as more fully described in those certain street right of way deeds which were recorded on November 5, 1981, in Book 5416, at Page 996 of the Official Records of Kern County, California and December 28, 1982, in Book 5513, at Page 2392 of said Official Records."

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