

after recording mail to
Thrifty Drug Stores
5051 Redia Rd
Los Angeles 90016, Calif #1

RECORDED AT REQUEST OF
TITLE INS. & TRUST CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIF.
8:00 AM SEP 8 1968
A. WILE CARLLE, County Recorder

BOOK 0708 PAGE 785

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DECLARATION OF ESTABLISHMENT
OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
AND GRANTS OF EASEMENTS

THIS DECLARATION AND GRANT is made as of this 26th day of August
1968, by ALBERTSON'S INC., a Nevada corporation; WESTLEAR COMPANY, a California
Limited Partnership; THRIFTY REALTY COMPANY, a California corporation; RICHARD
H. WEBER and RICHARD C. SINCLAIR, all of whom have or will acquire fee or
leasehold interests in portions of the hereinafter described entire property,
hereinafter referred to as "Declarant";

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Exhibits

- A - Legal Description, Entire Property, and for Each Parcel:
 - Parcel A-1 - Service Station
 - Parcel A-2 - Restaurant or Coffee Shop
 - Parcel A-3 - Variety Store and Shops
 - Parcel A-4 - Shops
 - Parcel A-5 - Market
 - Parcel A-6 - Drug Store
 - Parcel A-7 - Entire Property
- B - Parcel Division Plot Plan of the Entire Property
- C - Legal Description and Plot Plan, Building Area
- D - Legal Description and Plot Plan, Common Parking Area
- E - Legal Description and Plot Plan, Common Service Area

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WITNESSETH:

WHEREAS, the parties hereto, hereinafter collectively designated as "Declarant," have or will acquire fee or leasehold interests in various parcels of real property that comprise that certain real property in the County of Orange, State of California, more particularly described in Exhibit A-7 attached hereto and by this reference made a part hereof, which real property is hereinafter called the "Entire Property", and which is delineated on a plot plan marked Exhibit B, attached hereto and by this reference made a part hereof; and

WHEREAS, WESTLEAR COMPANY is or will become the owner of certain portions of the Entire Property, which portions are designated Parcels A-1, A-2, A-3, and A-4 of Exhibit A, each parcel being more particularly described therein and

WHEREAS, Richard H. Weber and Richard C. Sinclair are the owners of a further portion of the Entire Property, which portion is designated Parcel A-5 of Exhibit A and is more particularly described therein; and

WHEREAS, Albertson's, Inc. has a leasehold interest in that portion of the Entire Property which is designated above as Parcel A-5 of Exhibit A; and

WHEREAS, Thrifty Realty Company is or will become the owner of a further portion of the Entire Property, which portion is designated Parcel A-6 of Exhibit A and is more particularly described therein; and

WHEREAS, the parties hereto, or one or more of them, are about to, or may hereafter, sell, dispose of, convey, lease, or hypothecate a portion or portions of the Entire Property; and

WHEREAS, the parties hereto desire to subject each and every portion of the Entire Property to the covenants, conditions and restrictions hereinafter set forth, and to establish the appurtenant easements hereinafter described, pursuant to a general plan of improvement of the Entire Property as a shopping center and for the mutual benefit of the owners of any and all portions thereof and their respective heirs, successors, assigns, grantees, mortgagees and tenants

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1 NOW, THEREFORE, the parties hereto do hereby establish the covenants,
2 conditions and restrictions hereinafter set forth, and grant the easements
3 hereinafter described, as follows:

4 1. Use in General. The Entire Property shall be used for commercial
5 purposes only, for the construction, operation and maintenance of mercantile,
6 business and professional establishments and related facilities, including
7 vehicular parking areas, all as more specifically described hereinafter.

8 2. Building Area. After the date of the recording of this document,
9 no building shall be erected, placed, maintained, or altered on any part of the
10 Entire Property until or unless exterior appearance and coloring thereof,
11 specifically including; but not limited to, the elevations, height, canopy
12 design and dimensions and location of other building projections shall have
13 been approved by Thrifty Realty Company, Albertson's, Inc., and Westlear
14 Company, which approval shall not be unreasonably withheld. In the event that
15 any such approval is withheld, and the owner of such building believes that such
16 withholding of approval is unreasonable, then this dispute shall be arbitrated
17 in accordance with the laws of the State of California. Thrifty Realty Company,
18 Albertson's Inc., and Westlear Company shall, upon giving such approval,
19 evidence the same by endorsing such approval upon a copy of the final specifica-
20 tions and the elevation sheets of the working drawings for such building. The
21 construction, establishment and maintenance of buildings upon the Entire
22 Property shall be confined within the lines of the lands described in Exhibit C,
23 attached hereto and by this reference incorporated herein, which lands are
24 hereinafter referred to as "Building Area", and which lands are also delineated
25 "Building Area" on page 2 of Exhibit C; provided, however, that portions of
26 the Entire Property adjacent to Building Area may be used for: (a) the
27 installation, removal, repair, replacement and maintenance of building canopies
28 over pedestrian sidewalks; (b) pedestrian sidewalks and flower boxes, planting
29 containers, and other decorative and landscaping features thereon; (c) such
30 advertising or identification signs of building occupants as may be desired to
31 be attached to or mounted upon such canopies; (d) the installation, removal,
32 replacement, repair, use, and maintenance of hose bibbs, standpipes, fire hose

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1 connections, downspouts, yard or floodlights, subsurface building foundations,
 2 and such signs or shadow boxes of building occupants as may be attached to or
 3 form an integral part of a building at any time situated upon any portion of
 4 the building area; (e) the construction and operation of a loading ramp and
 5 dock; (f) the construction and operation of trash rooms and/or trash bins;
 6 (g) the opening thereonto of doors of contiguous building area which open
 7 outward; (h) the projection thereover of tracks extending outward from the
 8 Building Area, but not for a distance greater than 24 inches; and (i) the
 9 temporary erection of ladders, scaffolding and store front barricades during
 10 periods of construction, remodeling or repair of buildings and building
 11 appurtenances, upon the condition, however, that such construction, remodeling
 12 or repair is diligently performed and such ladders, scaffolding and barricades
 13 thereupon promptly removed.

14 3. **Common Parking Area.** That portion of the Entire Property which
 15 is more particularly described in Exhibit D, attached hereto and by this
 16 reference made a part hereof, shall be used for "Parking" (as hereinafter
 17 defined); and for no other purpose excepting those specifically described
 18 herein. Those portions of the Entire Property which shall be used for
 19 Parking are hereinafter referred to as "Common Parking Area", and the same are
 20 also designated "Common Parking Area" on page 3 of Exhibit D. The term
 21 "Parking" as used herein shall mean:

22 (a) The parking of passenger vehicles, and the pedestrian and
 23 vehicular traffic, of the owners of any and all portions of the Entire
 24 Property, except for Parcel A-1, and their respective heirs, successors,
 25 assigns, grantees, mortgagees and tenants, and all persons who now own, hold or
 26 hereafter own or hold, portions of real property or any leasehold estate within
 27 the Entire Property except for Parcel A-1, or any other interest therein, or
 28 building space thereon; and the respective tenants or subtenants thereof; and
 29 the officers, directors, concessionaires, agents, employees, customers, visitors
 30 and other licensees and invitees of any of them;

31 (b) The ingress, egress and regress of any of the above designated
 32 persons, and the vehicles thereof, to any and from any portion of the Common

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1 Parking Area and the public streets adjacent to the Common Parking Area;

2 (c) The installation, maintenance and operation, within the confines
3 of the Common Parking Area of underground public utilities services serving
4 the Building Area, together with and including vaults, manholes, meters, pipe-
5 lines, valves, hydrants, sprinkler controls, conduits and related facilities,
6 and sewage facilities, all of which (except hydrants) shall be even with or
7 below the surface;

8 (d) The movement of pedestrians and passenger vehicles between
9 mercantile, business and professional establishments and occupants located
10 or to be located within said Building Area;

11 (e) The comfort and convenience of customers, visitors, invitees,
12 licensees, and patrons of mercantile, business and professional establishments
13 and occupants located or to be located upon the Building Area or any portion
14 thereof by such other facilities (as, for example, mail boxes, public
15 telephones, benches) as said owners and their respective heirs, successors,
16 assigns, or grantees may from time to time deem appropriate;

17 (f) The conduct by such owners, tenants and occupants of portions
18 of the Entire Property and by such publicity of promotional agencies as they
19 may engage of promotional and publicity activities, as all of the owners of
20 Parcels A-3, A-4, A-5, and A-6 may from time to time authorize at their
21 discretion; provided, however, that any facilities or equipment employed in such
22 promotional and publicity activities shall not, at any time, occupy any part of
23 Parcel A-1 nor occupy an aggregate of more than 5 individual parking stalls
24 unless the owners of Parcels A-3, A-4, A-5, and A-6 shall have first approved
25 the use of more than 5 individual parking stalls.

26 (g) The construction, maintenance, repair, replacement, re-arrange-
27 ment and reconstruction of parking sites or stalls, private streets, sidewalks,
28 ramps, driveways, lanes, curbs, gutters, traffic control areas, signals, traffic
29 islands, traffic and parking lighting facilities, underground public utilities
30 and underground sewage facilities, and (subject to the conditions precedent
31 hereinafter described) one sign pylon (with appropriate underground electrical
32 connections) within each of the parcels of the Entire Property, which parcels

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1 are designated as Parcels A-1 through A-6 in said Exhibit A, which sign pylons
 2 may contain the advertisement of an occupant or occupants of the Entire Property
 3 but which shall not contain any advertisements of any business enterprise
 4 which is not an occupant. No sign pylon shall be erected, placed, maintained,
 5 or altered on any part of the Entire Property without the consent of the
 6 owners of Parcels A-5 and A-6 first obtained in writing. Nothing herein shall be
 7 construed to require said owners to consent to the erection of a sign pylon on
 8 any parcel, such consent being within their sole discretion. Any pylon sign to
 9 which said owners consent shall also be subject to their approval as to the
 10 location, size, height, design and other dimensions thereof. Said owners shall,
 11 upon giving such approval, evidence the same by endorsing such approval upon
 12 the plan for such pylon sign. The Common Parking Area shall not, at any time,
 13 be used for the parking of trucks or the loading or unloading thereof, save and
 14 except the parking, loading or unloading of trucks during and in connection
 15 with the construction or demolition of buildings upon the Building Area, the
 16 servicing and supplying of Building Area which cannot be serviced and supplied
 17 from the "Common Service Area", the delivery or removal of trade fixtures
 18 (including signs), or the construction, repair or maintenance of parking areas
 19 and improvements and facilities herein permitted thereon and therein; upon the
 20 condition, however, that any such parking, loading or unloading shall be confined
 21 to that which is reasonably necessary in connection with the matters and things
 22 herein specified and that all such loading and unloading shall be diligently
 23 and promptly performed;

24 (h) The construction, maintenance, repair, replacement and
 25 reconstruction of any wall or landscaped area including planters, planting
 26 boxes, edgers, decorative wall and sprinklers and valves, all as may be
 27 required by competent local authority.

28 4. Common Service Area. That portion of the Entire Property which is
 29 more particularly described in Exhibit E, attached hereto and by this reference
 30 made a part thereof, shall be used primarily and principally for "Service" (as
 31 hereinafter defined), and for no purpose which will conflict therewith. Said
 32 portion of the Entire Property which is described in said Exhibit E is hereinafter

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1 referred to as "Common Service Area", and the same is also designated "Common
2 Service Area" on page 2 of Exhibit A. The term "Service" as used herein shall
3 mean:

4 (a) The ingress, egress and regress of delivery and service trucks
5 and vehicles to and from the Building Area or any portion thereof and the
6 public streets and alley adjacent to the Entire Property, for the delivery of
7 goods, wares, merchandise and the rendition of services to said owners, and
8 their respective heirs, successors, and grantees and assigns, and all persons
9 who now own or hold or hereafter own or hold portions of the Building Area or
10 any leasehold estate, or any other interest therein, or building space thereon,
11 and the respective tenants or subtenants thereof; and the officers, directors,
12 concessionaires, agents, employees, and licensees or any of them;

13 (b) The ingress, egress and regress of any of the above designated
14 persons and the vehicles thereof, to and from any portion of the Entire
15 Property and the public streets;

16 (c) The installation, operation, repair, replacement and maintenance
17 of public utilities services together with vaults, manholes, meters, pipelines,
18 valves, hydrants, conduits, poles and related facilities, and sewage services,
19 serving the Building Area; provided, however, that any poles or other above-
20 surface installations shall be located so that there shall be an unimpeded
21 access for vehicles and trucks to and from the loading areas of the Building
22 Area and to and from the public streets to the loading areas of the Building
23 Area, and all cross-arms and pole racks and the like attached thereto shall be
24 at least 25 feet above the surface;

25 (d) The construction, maintenance, repair, replacement and reconstruc-
26 tion of a private alley parallel to and along the northernmost twenty feet of
27 the entire property having a clear width of not less than 20 feet;

28 (e) Subject to the provisions of paragraphs (a), (b), (c) and (d)
29 above, re-arrangement and reconstruction of truck loading and unloading areas,
30 including ramps, docks and similar facilities; trash, refuse, and garbage
31 container storage areas; the opening of doors of the Building Area onto and
32 over the Common Service Area adjacent to the Building Area and the projection

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1 of tracks from the Building Area over the contiguous Common Service Area, but
2 not for a distance of greater than 24 inches; areas for the parking of the
3 automobiles of the employees of the occupants of any Building Area; and other
4 incidental and related facilities;

5 (f) The temporary parking or standing of trucks, tractors, trailers,
6 and other delivery vehicles used in conjunction with the exercise of any of the
7 matters described in paragraph (a) above.

8 (g) The construction, maintenance, repair, replacement and
9 reconstruction of any wall or landscaped area, including planters, planting
10 boxes, edgers, sprinklers and valves, all as may be required by competent local
11 authority.

12 (h) All the uses permitted within the Common Service Area shall be
13 used with reason and judgment so as not to interfere with the primary use of
14 the Common Service Area, namely the serving and supplying of the loading areas
15 of the Building Area.

16 5. Common Area Improvements. Prior to the occupancy of the building
17 to be erected upon Parcel A-6, the owner of Parcels A-2, A-3, and A-4 herein
18 shall improve or cause to be improved for parking and service, as herein
19 contemplated; all portions of the Common Parking Area and Common Service Area
20 herein established, other than sidewalks or special improvements which are
21 attached to or properly form a part of a building. All sidewalks adjacent to
22 the Building Area shall be of concrete construction not exceeding 10 feet in
23 width, and all areas for vehicular use shall be paved with a suitable base and
24 surfaced with a bituminous or asphaltic wearing surface or, as to portions of
25 the service area, at said owner's option, with concrete, in the alternative.
26 Subject to the foregoing limitations and restrictions, during the course of
27 construction of any buildings which may hereafter be constructed upon the
28 Building Area, portions of the parking area and service area immediately
29 adjacent to such Building Area may be used by the owner thereof for the
30 temporary storage of construction materials and equipment used and to be
31 used in connection therewith, provided that such use thereof does not
32 unreasonably interfere with the normal use of such parking and service area.

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1 No building, fence, wall, hedge or barricade shall be erected or maintained
 2 over or upon parking area or service area, excepting (a) such as may be
 3 necessary to protect members of the public from construction or excavation
 4 activities; (b) lighting standards in parking area and service area and
 5 appropriate landscaping (including hedges, walls, planters and planting boxes
 6 and edgers) of parking area and service area; and (c) one pylon sign in parking
 7 area for each described parcel of the Entire Property, as aforesaid; and no
 8 fence, division, rail or obstruction of any type or kind shall ever be placed,
 9 kept, permitted or maintained between the properties of any owners of any
 10 portions of the Entire Property, or between any subsequent division thereof,
 11 or upon or along any of the common property lines of any thereof, excepting
 12 within the confines of Building Area; it being the intention of Declarant and
 13 of this Declaration that the movement of pedestrians and vehicles between the
 14 mercantile, business and professional establishments located and to be located
 15 upon the Entire Property and to and from the public streets shall be unimpeded.
 16 No charge, fee, toll, levy or expense shall ever be required, laid, assessed
 17 or made to or received from any business guest, invitee, licensee, visitor,
 18 customer or patron of any of said mercantile, business and professional
 19 establishments, the cost and expense of the operation, management, maintenance
 20 and repair of parking area and service area being borne and discharged only as
 21 provided for in this Declaration. All unimproved parking area and service area
 22 shall be improved in accordance with plans and specifications therefor which
 23 are to be submitted to and which are to be approved by the owners of Parcels
 24 A-2 through A-6 as a condition precedent to any work of improvement.

25 The improvement or use, or improvement and use of any portion of the
 26 Building Area for parking or service shall not be construed as an inclusion
 27 thereof with the Common Parking or Common Service Area, as herein defined, and
 28 such portions may at any time thereafter be improved with buildings and
 29 appurtenances as herein contemplated.

30 6. Common Area Operation and Maintenance. Each of the owners of
 31 Parcels A-2, A-3, A-4, A-5, and A-6 shall operate and maintain or cause to be
 32 operated and maintained its Common Parking Area and its Common Service Area,

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1 and shall keep the same, or cause the same, to be kept in good condition and
2 repair with adequate lighting and shall maintain the surface areas thereof in
3 a level and smooth condition, evenly covered with the type of surfacing material
4 originally installed thereon or shall cause the same thus to be maintained. As
5 a part of said operation, each of said owners shall obtain and maintain general
6 public liability insurance insuring Declarant and all persons who now or here-
7 after own or hold portions of the Entire Property or Building space within the
8 Entire Property or any leasehold estate or other interest therein as their
9 respective interests may appear, provided that such insured owner is notified in
10 writing of such interest, against claims for personal injury, death or
11 property damage occurring in, upon or about the Common Parking and Service Areas.
12 Such insurance shall be written with an insurer licensed to do business in the
13 State of California. The limits of liability of all such insurance shall be
14 \$300,000.00 for injury or death to any one person, \$500,000.00 for injury or
15 death to more than one person in one occurrence and \$100,000.00 with respect
16 to damage to property.

17 7. Realty Taxes and Assessments. As to any portion of the Entire
18 Property, it is intended and agreed that all real estate taxes and assessments
19 by public authority relating to said land and improvements thereon or the
20 ownership thereof, shall be paid prior to delinquency by the respective fee
21 owners thereof.

22 8. Food Restriction. Neither Parcels A-1, A-2, A-3, A-4, nor A-6
23 of the entire property as said parcels are described in said Exhibit A, nor any
24 part thereof, nor any building or other improvement at any time situated thereon
25 shall ever be used for the sale of food items for consumption off the premises.
26 The foregoing restriction shall not apply to any store which devotes less than
27 1500 square feet of display and sales area to food items provided any such store
28 shall not sell fresh meat or fish or fresh produce, fruits or vegetables. The
29 foregoing restriction shall not apply to any restaurant or drive-in restaurant
30 on Parcel A-2 selling foods for consumption on or off the premises provided,
31 however, that without limiting or expanding the foregoing restriction, said
32 restriction shall not be deemed to apply to, or to include in its terms, a

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1 Thrifty Drug Store (being a super-drug store operated by Thrifty Drug Stores Co.
2 Inc., a California corporation, whether as owner or as a lessee or tenant or
3 sub-tenant of the owner of Parcel A-5, or some part thereof), its lessee or its
4 tenants or successors to said real property, selling items customarily sold by
5 other stores of said Thrifty Drug Stores Co. Inc., or its successor or successors,
6 upon the condition that it or they continue to conduct a typical super-drug
7 store business and as long as such items as are customarily sold do not include
8 fresh meat or fish or fresh produce, fruits or vegetables.

9 The failure to use said Parcel A-5, or some part thereof, for a food
10 market or grocery store during any period in which a food-market or grocery
11 store building or buildings are being built, rebuilt, repaired or remodeled
12 upon said Parcel A-5, or some part thereof, shall not cause the foregoing
13 restriction to terminate unless any such building, rebuilding, repair or
14 remodeling shall result in the failure to use said Parcel A-5, or some part
15 thereof, for a food market or grocery store for a period in excess of two years.
16 Any such two-year period shall be extended by the period of any and each
17 occurrence of any strikes, labor difficulties, governmental restrictions upon
18 building activity, or delays caused by or resulting from fire, casualty, war or
19 acts of God. The restrictions in this Paragraph 8 may be waived in whole or in
20 part by written waivers signed by Albertson's Inc. and the owners of Parcel A-5.

21 9. Drug Store Restriction. Neither Parcels A-1, A-2, A-3, A-4, nor
22 A-5 of the Entire Property as the same are described in said Exhibit A, nor any
23 part thereof, nor building or other improvement at any time situated thereon,
24 shall ever be used for a drug store, or a store compounding prescriptions or a
25 store handling or selling any and all items of merchandise which, under any law,
26 rule, regulation or order promulgated by a competent governmental authority must
27 be sold by, or in the presence of, a registered pharmacist; provided, however,
28 that without limiting or expanding the foregoing restriction, said restriction
29 shall not be deemed to apply to, or to include in its terms, an Albertson's
30 Market (being a market operated by Albertson's, Inc., a corporation, whether as
31 owner or as a lessee or tenant of the owner of Parcel A-5, or some part thereof),
32 its lessee or its tenants or successors to said real property, selling items

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1 customarily sold by other stores of said Albertson's, Inc., or its successor
 2 or successors, upon the condition that it or they continue to conduct a typical
 3 grocery store or supermarket business and so long as such items as are
 4 customarily sold are not required to be sold by, or in the presence of, a
 5 registered pharmacist, as aforesaid.

6 Any and all other provisions of this Declaration to the contrary
 7 notwithstanding, the foregoing restriction shall expire fifteen (15) years from
 8 the date hereof unless prior to said expiration date the conduct of a drug
 9 store and/or prescription pharmacy and/or a store compounding prescriptions
 10 and/or a store handling and/or selling patent and other medicines or drugs,
 11 including items of merchandise which under any law, rule, regulation or order
 12 promulgated by a competent governmental authority must be sold by or in the
 13 presence of a registered pharmacist (hereinafter collectively referred to as
 14 "Drug Store Usage"), shall have commenced upon that portion of the Entire
 15 Property which is described as Parcel A-6 in said Exhibit A; in which event the
 16 foregoing restriction shall thereafter continue only so long as said Parcel A-6,
 17 or some part thereof, shall continue to be used for said Drug Store Usage. The
 18 failure to use said Parcel A-6, or some part thereof, for said Drug Store Usage
 19 during any period in which a building or buildings for Drug Store Usage are being
 20 built, rebuilt, repaired or remodeled upon said Parcel A-6, or some part
 21 thereof, shall not cause the foregoing restriction to terminate unless any such
 22 building, rebuilding, repair or remodeling shall result in the failure to use
 23 said Parcel A-6, or some part thereof, for said Drug Store Usage for a period in
 24 excess of two years. Any such two-year period shall be extended by the period
 25 of any and each occurrence of any strikes, labor difficulties, governmental
 26 restrictions upon building activity, or delays caused by or resulting from fire,
 27 casualty, war or acts of God.

28 10. Liquor, Beer and Wine Sales Restriction. Except for that portion
 29 of the property described as Parcel A-6 in said Exhibit A, no portion of the
 30 Entire Property shall ever be used for the sale or handling of liquor or beer or
 31 wine, provided, however, that without limiting or expanding the foregoing
 32 restriction, said restriction shall not be deemed to apply to, or to include,

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1 its terms, (a) an Albertson's Market (being a market operated by Albertson's,
2 Inc., a corporation, whether as owner or as a lessee or tenant of the owner of
3 Parcel A-5, or some part thereof), its lessee or its tenants or successors to
4 said real property, upon the condition that it or they continue to conduct
5 a typical grocery store or supermarket business, nor (b) the selling of liquor
6 or beer or wine for on-premises consumption.

7 Any and all other provisions of this Declaration to the contrary
8 notwithstanding, the foregoing restriction shall expire fifteen (15) years
9 from the date hereof unless prior to said expiration date the conduct of a store
10 or the liquor department of a store, handling and/or selling liquor, beer or
11 wine (hereinafter collectively referred to as "Liquor Sales Usage"), shall have
12 commenced upon that portion of the Entire Property which is described as Parcel
13 A-6 in said Exhibit A, in which event the foregoing restriction shall thereafter
14 continue only so long as said Parcel A-6, or some part thereof, shall continue
15 to be used for said Liquor Sales Usage. The failure to use said Parcel A-6,
16 or some part thereof, for said Liquor Sales Usage during any period in which a
17 building or buildings are being built, rebuilt, repaired or remodeled upon said
18 Parcel A-6, or some part thereof, shall not cause the foregoing restriction to
19 terminate unless any such building, rebuilding, repair or remodeling shall result
20 in the failure to use said Parcel A-6, or some part thereof, for said Liquor
21 Sales Usage for a period in excess of two years. Any such two-year period shall
22 be extended by the period of any and each occurrence of any strikes, labor
23 difficulties, governmental restrictions upon building activity, or delays caused
24 by or resulting from fire, casualty, war or acts of God.

25 11. Parcel A-1 Use. Notwithstanding anything to the contrary in this
26 document, only Paragraphs 1, 2, 3, 8, 9, 10, 11 and 12 hereof shall apply to
27 or affect Parcel A-1; provided, however, that Paragraphs 1 and 2 hereof shall
28 not apply to the construction, operation and maintenance of a service station
29 on Parcel A-1. If Parcel A-1 is used for purposes other than a service station,
30 other buildings, not exceeding one story in height, may be constructed thereon
31 but there shall be maintained three square feet of non-building area for each
32 one square foot of building area on Parcel A-1.

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12. Miscellaneous Provisions. Each and all of the foregoing covenants, conditions and restrictions shall apply to and bind Declarant, and each and all of the owners of any and all portions of the Entire Property and each and all of their respective heirs, successors, assigns, grantees, mortgagees, tenants, and subtenants; and the same and each of them are hereby imposed pursuant to a general plan for the improvement and use of the Entire Property and are designed for the mutual benefit of said owners, tenants and occupants of any and all portions thereof; and the same shall obligate, inure to, and pass with each and every portion thereof, and shall remain in force and effect as hereinafter provided.

Breach of any of the covenants or restrictions contained in this Declaration shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Entire Property or any part thereof; but all of the foregoing provisions, restrictions and covenants shall be binding and effective against any owner of any of said Entire Property, or any part thereof, whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

The term, "mortgages", wherever used herein, shall be construed to include beneficiaries and trustees under deeds of trusts.

The covenants contained in this Declaration shall run with the land and shall be binding upon each and all of the owners of any part thereof and upon all persons claiming under them; and the same shall continue to endure in perpetuity; provided, however, that the same may be terminated or amended by the written agreement of the owners of the Entire Property representing not less than eighty percent (80%) of the area of the land of the Entire Property, duly acknowledged by each of them, and recorded in the office of the county recorder of the county in which the entire property is situated.

It shall be lawful for any person or persons owning or holding any portion of the Entire Property to prosecute any proceedings at law or in equity against any person violating, or attempting to violate, any of the covenants, conditions and restrictions herein and either prevent it, stay or them from so doing and to recover damages from or on account of such violation.

La Habra
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8/30/68

1 Wherever in this document the approval or consent of the owners of
2 Parcel A-5 is necessary or requested, Albertson's Inc. shall, so long as
3 Albertson's Inc. has a leasehold interest in Parcel A-5, have the authority and
4 right to give such approval or consent on behalf of the owners of Parcel A-5,
5 but in no event, however, shall the provisions of paragraphs 8, 9 and 10 hereof
6 be waived or modified without the prior written consent of the owners of
7 Parcel A-5.

8 Invalidation of any one of the covenants, conditions, restrictions or
9 other provisions herein contained by judgment or court order shall in no way
10 affect any of the other covenants, conditions, restrictions or provisions
11 hereof, and the same shall remain in full force and effect.

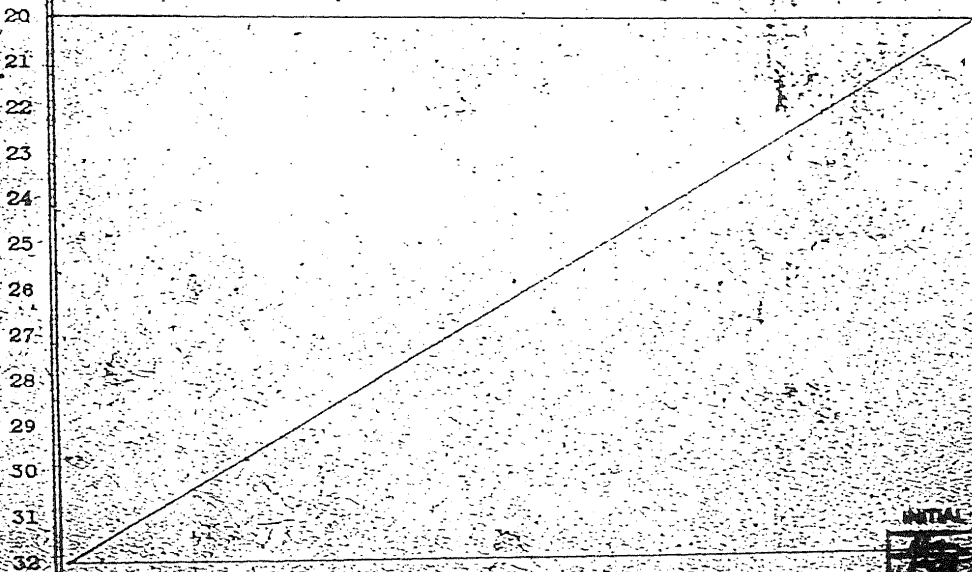
12 This Declaration shall create privity of contract and estate with and
13 among all grantees of all or any part of the said Entire Property, and their
14 respective heirs, executors, administrators, successors and assigns. In the
15 event of a breach, or attempted or threatened breach, by any owner of any part
16 of said Entire Property, in any of the terms, covenants and conditions hereof,
17 any one or all such other owners of the Entire Property shall be entitled forth-
18 with to full and adequate relief by injunction and all such other available legal
19 and equitable remedies from the consequences of such breach, and any deed, lease,
20 assignment, conveyance or contract made in violation of this Declaration shall
21 be void and may be set aside upon petition of one or more of the owners of the
22 Entire Property. All costs and expenses of any such suit or proceedings,
23 including attorneys' fees, as hereinafter provided, shall be assessed against
24 the defaulting owner and shall constitute a lien against the real property or
25 the interest therein wrongfully deeded, leased, assigned, conveyed or contracted
26 for, until paid, effective upon recording notice thereof in the office of the
27 county recorder of the county in which the Entire Property is located, but any
28 such lien shall be subordinate to any bona fide mortgage or deed of trust
29 covering any portion of the Entire Property, and any purchaser at any foreclosure
30 or trustee's sale (as well as any grantee of deed in lieu of foreclosure or
31 trustee's sale) under any such mortgage or deed of trust shall take title free
32 from any such lien, but otherwise subject to the provisions hereof. The

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1 remedies permitted at law or equity of any one or all such owners specified
2 herein shall be cumulative as to each and as to all.

3 In the event of condemnation by any duly constituted authority for
4 a public or quasi-public use of all or any part of the Entire Property, that
5 portion of the award attributable to the value of any land within the parking
6 area or service area so taken shall be payable only to the owner in fee thereof
7 and no claim thereon shall be made by other owners of any other portion of the
8 Entire Property; provided, however, all other owners of the Entire Property may
9 file collateral claims with the condemning authority over and above the value
10 of the land of the area so taken; provided, further, however, that the owner
11 of the fee of each portion of the area so condemned shall promptly repair and
12 restore the remaining portion of the area so owned by such owner as near as
13 practicable to the condition of same immediately prior to such condemnation
14 and without contribution from any other owner, except to the extent that the
15 proceeds of such award are insufficient to pay the costs of such restoration
16 and repair.

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

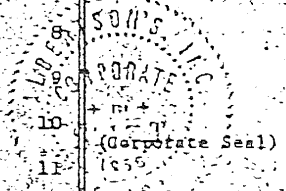


La Habra
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In the event that suit is brought for the enforcement of this Declaration or as the result of any alleged breach thereof, the successful party or parties to such suit shall be entitled to be paid reasonable attorneys' fees by the losing party or parties, and any judgment or decree rendered shall include an award thereof.

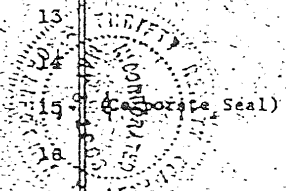
IN WITNESS WHEREOF, THIS DECLARATION AND GRANT is executed by the Declarant the day and year first above written.



ALBERTSON'S INC., a Nevada corporation

By Paul W. Mowbray
Vice President

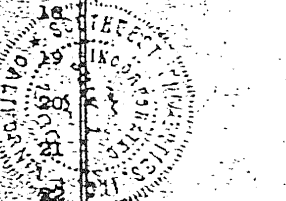
By J. E. Munson
Secretary



THRIFTY REALTY COMPANY, a California corporation

By Leonard H. Strudus
President

By James T. Haight
James T. Haight, Secretary



WESTLEAR COMPANY, a California Limited Partnership

By SOUTHWEST PROPERTIES, INC., as general partner

By Owen M. Powell
Owen M. Powell, VICE PRESIDENT

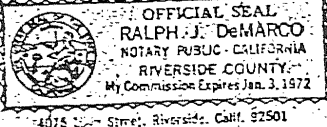
Richard C. Sinclair
Richard C. Sinclair

Richard H. Weber
Richard H. Weber

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.

On this 28th day of August, 1968, before me RALPH J. DEMARCO
a Notary Public in and for said county and state, personally appeared
Richard C. Sinclair and Richard H. Weber known to me to be
the persons whose names are subscribed to the within instrument and acknowledged to me
that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal
the day and year in this certificate first above written.



Ralph J. DeMarco
Notary Public in and for said
County and State

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

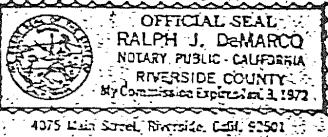
On this 28th day of AUGUST, 1968, before me RALPH J. DEMARCO
a Notary Public in and for said State personally appeared OWEN M. POWELL
known to me to be the VICE President, and

the corporation that executed the within instrument and known to me to be the persons who executed the within
instrument on behalf of said corporation, said corporation being
known to me to be one of the partners of

WESTLEAR COMPANY

the partnership that executed the within instrument, and acknow-
ledged 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 Ralph J. DeMarco

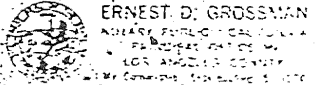


RALPH J. DEMARCO
appeared
as Clear Company,
executed the within
official seal
for said

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.

On this 28th day of August, 1968, before me ERNEST D. GROSSMAN
a Notary Public in and for said county and state, personally appeared
Leonard H. Straus known to me to be the President and James T. Haicht
known to me to be the Secretary of THRIFTY REALTY COMPANY, the
corporation that executed the within instrument, known to me to be the persons who
executed the within instrument, on behalf of the corporation herein named, and
acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set by hand and affixed my official seal
the day and year in this certificate first above written.



Ernest D. Grossman
Notary Public in and for said
County and State

STATE OF Idaho)
COUNTY OF Ada) SS.

On this 26th day of August, 1968, before me, the undersigned
a Notary Public in and for said county and state, personally appeared
Paul W. Mendenhall known to me to be the Vice President and
T. E. Mendenhall known to me to be the Secretary of Albertson's Inc.

the corporation that executed the within
instrument, known to me to be the persons who executed the within instruments, on behalf
of the corporation herein named, and acknowledged to me that such corporation executed
the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal
the day and year in this certificate first above written.

Ralph J. DeMarco
Notary Public in and for said
County and State

Legal Description of the Entire Property and
for each Parcel

Parcel A-1 - Service Station

That portion of the easterly 488.90 feet of the southeast quarter of the northwest quarter of Section 4, Township 3 South, Range 10 West, in the Rancho La Habra, City of La Habra, County of Orange, State of California, as per map recorded in Book 51, Page 7 of Miscellaneous Maps, in the office of the County Recorder of said county, described as follows:

Beginning at the southeast corner of said easterly 488.90 feet; said southeast corner being the centerline intersection of Whittier Boulevard and Harbor Boulevard and also being the center of said Section 4, Township 3 South, Range 10 West; thence North $0^{\circ}00'43''$ West, along the centerline of Harbor Boulevard, 200.00 feet; thence South $89^{\circ}58'00''$ West, parallel with the centerline of Harbor Boulevard, 50.00 feet to a point on the westerly right-of-way line of Harbor Boulevard and the true point of beginning; thence continuing South $89^{\circ}58'00''$ West, parallel with the centerline of Whittier Boulevard, 145.00 feet; thence South $0^{\circ}00'43''$ East, parallel with the centerline of Harbor Boulevard, 150.00 feet to a point on the northerly right-of-way line of Whittier Boulevard; thence North $89^{\circ}58'00''$ East, along said northerly right-of-way line, 118.01 feet to the beginning of a tangent curve, concave northwesterly and having a radius of 27.00 feet; thence northeasterly 42.40 feet along the arc of said curve, through a central angle of $89^{\circ}58'43''$ to a point of tangency with the westerly right-of-way line of Harbor Boulevard; thence North $0^{\circ}00'43''$ West, along said westerly right-of-way line, 123.01 feet to the true point of beginning.

Parcel A-2 - Restaurant

That portion of the easterly 488.90 feet of the southeast quarter of the northwest quarter of Section 4, Township 3 South, Range 10 West, in the Rancho La Habra, City of La Habra, County of Orange, State of California, as per map recorded in Book 51, page 7 of Miscellaneous Maps, in the office of the County Recorder of said county, described as follows:

Beginning at the northwest corner of the easterly 195.00 feet of the southerly 200.00 feet of said easterly 488.90 feet; thence South $0^{\circ}00'43''$ East, along the westerly line of said easterly 195.00 feet, 25.77 feet to the true point of beginning; thence South $89^{\circ}59'17''$ West 119.68 feet to the southeast corner of the concrete block building, as said building existed October 27, 1966; thence South $89^{\circ}59'17''$ West 124.22 feet along the southerly line of said building; thence South $0^{\circ}00'43''$ East 124.32 feet to a point on the northerly right-of-way line of Whittier Boulevard; thence North $89^{\circ}58'00''$ East, along said northerly right-of-way line, 243.90 feet to a point on the westerly line of said easterly 195.00 feet; thence North $0^{\circ}00'43''$ West, along said westerly line, 124.23 feet to the true point of beginning.

EXHIBIT "A"

Page 1



Parcel A-3 - Variety store and shops

In the City of La Habra, County of Orange, State of California. That portion of Lot 19, Tract No. 6369, as shown on a map recorded in Book 237, pages 15 and 16 of Miscellaneous Maps, records of Orange County, California, described as follows:

Beginning at the southwesterly corner of said Lot 19; thence North $0^{\circ}00'43''$ West, along the westerly line of Lot 19, 198.00 feet; thence North $89^{\circ}59'17''$ East, parallel with the southerly line of Lot 19, 201.50 feet; thence South $0^{\circ}00'43''$ East, parallel with the westerly line of Lot 19, 237.40 feet to a point on the westerly right-of-way line of Harbor Boulevard; thence South $0^{\circ}00'43''$ East, along said westerly right-of-way line, 93.00 feet to the southeasterly corner of said Lot 19; thence South $89^{\circ}59'17''$ West, along the southerly line of Lot 19, 438.90 feet to the point of beginning.

Parcel A-4 - Shops

In the City of La Habra, County of Orange, State of California. That portion of Lot 19, Tract No. 6369, as shown on a map recorded in Book 237, pages 15 and 16 of Miscellaneous Maps, records of Orange County, California, described as follows:

Beginning at a point on the easterly line of said Lot 19 South $0^{\circ}00'43''$ East 250.00 feet from the northeasterly corner thereof; thence South $0^{\circ}00'43''$ East, along said easterly line, 83.00 feet; thence South $89^{\circ}55'41''$ West, parallel with the northerly line of Lot 19, 138.00 feet; thence North $0^{\circ}00'43''$ West, parallel with the easterly line of Lot 19, 83.00 feet to a point on the southerly line of the northerly 250.00 feet of Lot 19; thence North $89^{\circ}55'41''$ East, along said southerly line, 138.00 feet to the point of beginning.

Parcel A-5 - Market

That portion of the easterly 488.90 feet of the southeast quarter of the northwest quarter of Section 4, Township 3 South, Range 10 West, in the Rancho La Habra, City of La Habra, County of Orange, State of California, as per map recorded in Book 51, page 7 of Miscellaneous Maps, in the office of the County Recorder of said county, described as follows:

Beginning at the southwest corner of said easterly 488.90 feet; thence North $0^{\circ}00'43''$ West, along the westerly line of said easterly 488.90 feet, 50.00 feet to the northerly right-of-way line of Whittier Boulevard and the true point of beginning; thence continuing along said westerly line North $0^{\circ}00'43''$ West 279.36 feet; thence North $89^{\circ}59'17''$ East 49.95 feet to the northwest corner of the concrete block building, as said building existed October 27, 1966; thence North $89^{\circ}59'17''$ East, along the northerly line of said building, 124.24 feet to the northeast corner thereof; thence continuing North $89^{\circ}59'17''$ East, 264.71 feet to a point on the westerly right-of-way line of Harbor Boulevard; thence South $0^{\circ}00'43''$ East, along said westerly right-of-way line, 129.20 feet to a point on the northerly line of the southerly 200.00 feet of the southeast quarter of the northwest quarter of said Section 4; thence South $89^{\circ}58'00''$ West, along said northerly line, 145.00 feet to a point on the westerly line of the easterly 195.00 feet of the southeast quarter of the northwest quarter of said Section 4; thence



South $0^{\circ}00'43''$ East, along said westerly line 25.77 feet; thence South $89^{\circ}59'17''$ West 119.68 feet to the southeast corner of the concrete block building, as said building existed October 27, 1966; thence South $89^{\circ}59'17''$ West 124.22 feet along the southerly line of said building; thence South $0^{\circ}00'43''$ East 124.32 feet to a point on the northerly right-of-way line of Whittier Boulevard; thence South $89^{\circ}58'00''$ West along said northerly right-of-way line, 50.00 feet to the true point of beginning.

Parcel A-6 - Drug Store

In the City of La Habra, County of Orange, State of California. That portion of Lot 19, Tract No. 6369, as shown on a map recorded in Book 237, pages 15 and 16 of Miscellaneous Maps, records of Orange County, California, described as follows:

Beginning at a point on the westerly line of said Lot 19 North $0^{\circ}00'43''$ West 198.00 feet from the southwesterly corner thereof; thence North $89^{\circ}59'17''$ East, parallel with the southerly line of Lot 19, 201.50 feet; thence South $0^{\circ}00'43''$ East, parallel with the westerly line of Lot 19, 105.00 feet; thence North $89^{\circ}59'17''$ East, parallel with the southerly line of Lot 19, 237.40 feet to a point on the westerly right-of-way line of Harbor Boulevard; thence North $0^{\circ}00'43''$ West, along said westerly right-of-way line 176.34 feet to a point on the southerly line of the northerly 333.00 feet of said Lot 19; thence South $89^{\circ}55'41''$ West, along said southerly line, 138.00 feet of said Lot 19; thence North $0^{\circ}00'43''$ West, along said westerly line, 83.00 feet to a point on the southerly line of the northerly 250.00 feet of said Lot 19; thence South $89^{\circ}55'41''$ West, along said southerly line, 300.90 feet to a point on the westerly line of said Lot 19; thence South $0^{\circ}00'43''$ East, along said westerly line, 153.88 feet to the point of beginning.

Parcel A-7 - Entire Property

In the City of La Habra, County of Orange, State of California.

Those portions of Parcels A, B and D as shown on a map recorded in Book 5, Page 35 of Parcel Maps, records of Orange County, and that portion of Lot 19, of Tract No. 6369, as shown on a map recorded in Book 237, Pages 15 and 16 of Miscellaneous Maps, records of Orange County, California, described as follows:

Beginning at the southwesterly corner of said Parcel A; thence North $0^{\circ}00'43''$ West, along the westerly line of Parcel A and said Lot 19, 631.24 feet to a point on the southerly line of the northerly 250.00 feet of Lot 19; thence North $89^{\circ}55'41''$ East, along said southerly line, 438.00 feet to the easterly line of Lot 19; thence South $0^{\circ}00'43''$ East, along the easterly line of Lot 19, Parcel A and Parcel D, 604.55 feet to the beginning of a tangent curve concave northwesterly and having a radius of 27 feet; thence 42.40 feet southwesterly, along the arc of said curve and southeasterly line of said Parcel D, through a central angle of $89^{\circ}58'43''$ to a point of tangency with the southerly line of Parcel D; thence South $89^{\circ}58'00''$ West, along the southerly line of Parcel D, Parcel B and Parcel A, 411.91 feet to the point of beginning.



Legal Description, Building Area

In the City of La Habra, County of Orange, State of California:

Building Area A

That portion of Parcel B as shown on a map recorded in Book 5, Page 35 of Parcel Maps, records of Orange County described as follows:

Beginning at the southwesterly corner of said Parcel B; thence North $0^{\circ}00'43''$ West, along the westerly line of Parcel B, 99.32 feet; thence North $89^{\circ}59'17''$ East, parallel with the northerly line of Parcel B, 76.00 feet; thence South $0^{\circ}00'43''$ East, parallel with the westerly line of Parcel B, 99.29 feet to the southerly line of Parcel B; thence South $89^{\circ}58'00''$ West, along said southerly line, 76.00 feet to the point of beginning.

Building Area B

That portion of Parcel A as shown on a map recorded in Book 5, Page 35 of Parcel Maps, records of Orange County and Lot 19 of Tract No. 6369 as shown on a map recorded in Book 237, Pages 15 and 16 of Miscellaneous Maps, records of Orange County, described as follows:

Beginning at northwesterly corner of Parcel B as shown on said map recorded in Book 5, Page 35 of Parcel Maps, said corner also being an angle point in the southerly line of said Parcel A and the southwesterly corner of an existing concrete block building; thence North $0^{\circ}00'43''$ West, along the westerly line of said concrete block building, 155.02 feet to the northwesterly corner of said building and a point on the northerly line of said Parcel A; thence North $89^{\circ}59'17''$ East, along the northerly line of said building and the northerly line of Parcel A, 4.00 feet; thence North $0^{\circ}00'43''$ West, parallel with the westerly line of said Lot 19, 75.00 feet; thence North $89^{\circ}59'17''$ East, 50.00 feet; thence North $0^{\circ}00'43''$ West, parallel with the westerly line of Lot 19, 257.00 feet; thence North $89^{\circ}59'17''$ East, 150.00 feet; thence South $0^{\circ}00'43''$ East, parallel with the westerly line of Lot 19, 134.00 feet; thence South $89^{\circ}59'17''$ West, 80.00 feet; thence South $0^{\circ}00'43''$ East, parallel with the westerly line of Lot 19, 198.00 feet to the northeasterly corner of said concrete block building and a point on the northerly line of said Parcel A; thence continuing South $0^{\circ}00'43''$ East, along the easterly line of said concrete block building, 155.02 feet to the southeasterly corner thereof and a point on the southerly line of Parcel A and said concrete block building, 124.00 feet to the point of beginning.

Building Area C

That portion of Lot 19 of Tract No. 6369 as shown on a map recorded in Book 237, Pages 15 and 16 of Miscellaneous Maps, records of Orange County, described as follows:

Beginning at the northeasterly corner of said Lot 19; thence South $0^{\circ}00'43''$ East, along the easterly line of Lot 19, 270.00 feet; thence South $89^{\circ}55'41''$ West, parallel with the northerly line of Lot 19, 45.00 feet to the true point of beginning; thence continuing South $89^{\circ}55'41''$ West, 65.00 feet; thence South $0^{\circ}04'19''$ East, 35.00 feet; thence North $89^{\circ}55'41''$ East, 65.00 feet; thence North $0^{\circ}04'19''$ West, 35.00 feet to the true point of beginning.



Legal Description:
Common Parking Area

In the City of La Habra, County of Orange, State of California.

Those portions of Parcels A and B as shown on a map recorded in Book 5, Page 35, of Parcel Maps, records of Orange County, and that portion of Lot 19 of Tract No. 6369, as shown on a map recorded in Book 237, Pages 15 and 16 of Miscellaneous Maps, records of Orange County, California, described as follows:

Beginning at the southwesterly corner of said Parcel A; thence North $0^{\circ}00'43''$ West, along the westerly line of Parcel A and said Lot 19 of Tract No. 6369, 631.24 feet to a point on the southerly line of the northerly 250.00 feet of Lot 19; thence north $89^{\circ}55'41''$ East, along said southerly line, 438.90 feet to the easterly line of Lot 19; thence South $0^{\circ}00'43''$ East, along said easterly line of Lot 19 and the easterly line of said Parcel A, said easterly lines also being the westerly right-of-way line of Harbor Boulevard, 481.54 feet to the southeasterly corner of said Parcel A; thence South $89^{\circ}58'00''$ West, along the southerly line of said Parcel A, 145.00 feet to an angle point therein; thence South $0^{\circ}00'43''$ East, along the boundary of Parcel A and the easterly line of said Parcel B, 150.00 feet to the southeasterly corner of Parcel B, said corner also being on the northerly right-of-way line of Whittier Boulevard; thence South $89^{\circ}55'00''$ West, along the southerly line of Parcel B and Parcel A, 293.00 feet to the point of beginning.

Excepting therefrom that portion described as follows:

Beginning at the southwesterly corner of said Parcel B; thence North $0^{\circ}00'43''$ West, along the westerly line of Parcel B, 99.32 feet; thence North $89^{\circ}59'17''$ East, parallel with the northerly line of Parcel B, 76.00 feet; thence South $0^{\circ}00'43''$ East, parallel with the westerly line of Parcel B, 99.28 feet to the southerly line of Parcel B; thence South $89^{\circ}58'00''$ West, along said southerly line, 76.00 feet to the point of beginning.

Also excepting therefrom that portion described as follows:

Beginning at the northwesterly corner of Parcel B as shown on said map recorded in Book 5, page 35 of Parcel Maps, said corner also being an angle point in the southerly line of said Parcel A and the southwesterly corner of an existing concrete block building; thence North $0^{\circ}00'43''$ West, along the westerly line of said concrete block building, 155.02 feet to the northwesterly corner of said building and a point on the northerly line of said Parcel A; thence North $89^{\circ}59'17''$ East, along the northerly line of said building and the northerly line of Parcel A, 4.00 feet; thence North $0^{\circ}00'43''$ West, parallel with the westerly line of said Lot 19, 75.00 feet; thence North $89^{\circ}59'17''$ East, 50.00 feet; thence North $0^{\circ}00'43''$ West, parallel with the westerly line of Lot 19, 257.00 feet; thence North $89^{\circ}59'17''$ East, 150.00 feet; thence South $0^{\circ}00'43''$ East, parallel with the westerly line of Lot 19, 154.00 feet; thence South $89^{\circ}59'17''$ West, 80.00 feet; thence South $0^{\circ}00'43''$ East, parallel with the westerly line of Lot 19, 198.00 feet to the northeasterly corner of said



concrete block building and a point on the northerly line of said Parcel A; thence continuing South $0^{\circ}00'43''$ East, along the easterly line of said concrete block building, 155.02 feet to the southeasterly corner thereof and a point on the southerly line of Parcel A; thence South $89^{\circ}59'17''$ West, along the southerly line of Parcel A and said concrete block building 124.00 feet to the point of beginning.

Also excepting therefrom that portion described as follows:

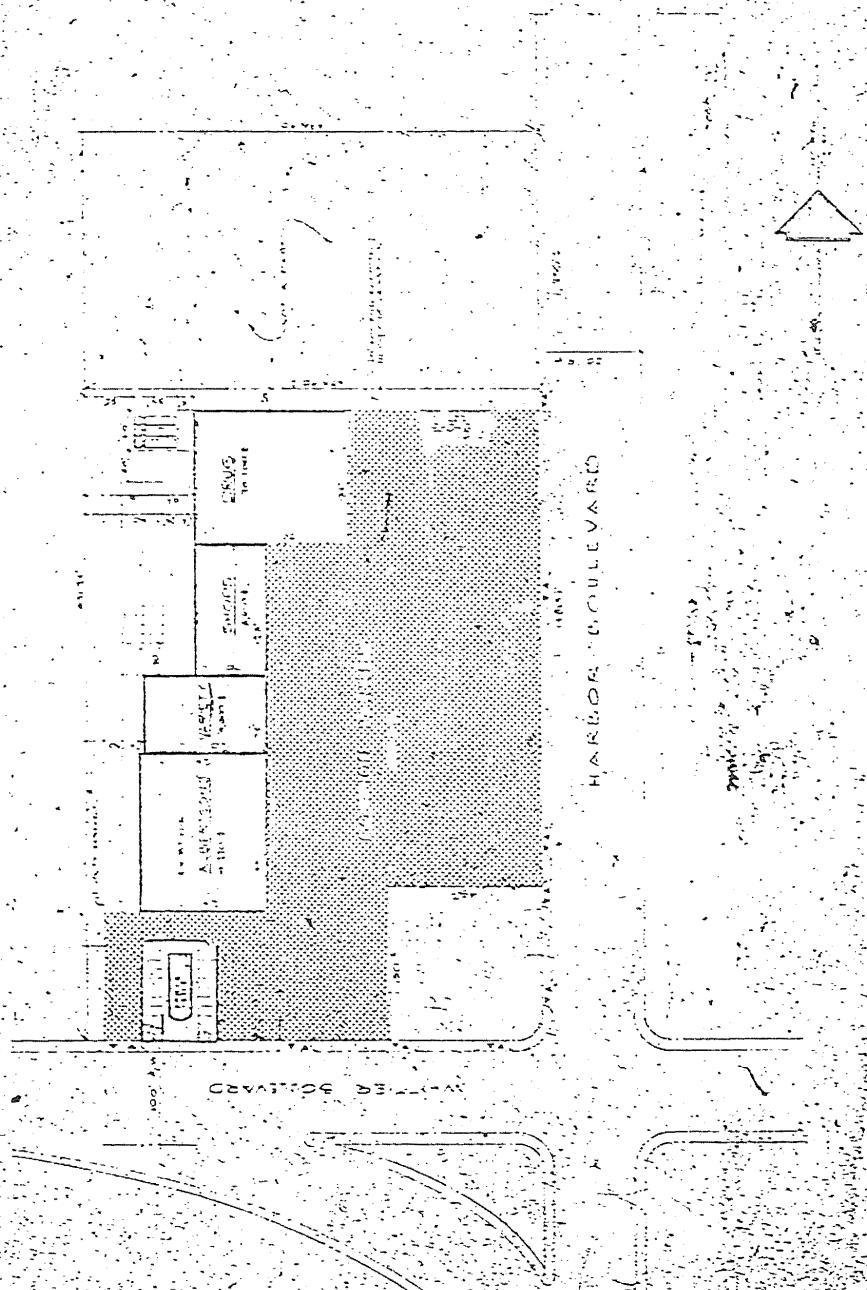
Beginning at the northeasterly corner of said Lot 19; thence South $0^{\circ}00'43''$ East, along the easterly line of Lot 19, 270.00 feet; thence South $89^{\circ}55'41''$ West, parallel with the northerly line of Lot 19, 45.00 feet to the true point of beginning; thence continuing South $89^{\circ}55'41''$ West, 65.00 feet; thence South $0^{\circ}04'19''$ East, 35.00 feet; thence North $89^{\circ}55'41''$ East, 65.00 feet; thence North $0^{\circ}04'19''$ West, 35.00 feet to the true point of beginning.

Also excepting therefrom that portion described as follows:

Beginning at the southwesterly corner of said Parcel A; thence North $89^{\circ}58'00''$ East, along the southerly line of Parcel A, 17.00 feet; thence North $0^{\circ}00'43''$ West, parallel with the westerly line of Parcel A, 124.33 feet; thence North $89^{\circ}59'17''$ East, 33.00 feet to the northwesterly corner of Parcel B as shown on said map recorded in Book 7, Page 35 of Parcel Maps; said corner also being an angle point in the southerly line of said Parcel A and the southwesterly corner of an existing concrete block building; thence North $0^{\circ}00'43''$ West, along the westerly line of said concrete block building, 155.02 feet to the northwesterly corner of said building and a point on the northerly line of said Parcel A; thence North $89^{\circ}59'17''$ East, along the northerly line of said building and the northerly line of Parcel A, 4.00 feet; thence North $0^{\circ}00'43''$ West, parallel with the westerly line of said Lot 19, 75.00 feet; thence North $89^{\circ}59'17''$ East, 50.00 feet; thence North $0^{\circ}00'43''$ West, parallel with the westerly line of Lot 19, 257.00 feet to a point on the southerly line of the northerly 270.00 feet of said Lot 19; thence North $89^{\circ}59'17''$ East, along said southerly line, 334.90 feet to the easterly line of Lot 19; thence North $0^{\circ}00'43''$ West, along said easterly line, 20.00 feet to a point on the southerly line of the northerly 250.00 feet of said Lot 19; thence South $89^{\circ}59'17''$ West, along said southerly line, 438.90 feet to the westerly line of Lot 19; thence South $0^{\circ}00'43''$ East, along the westerly line of said Lot 19 and said Parcel A, 631.24 feet to the point of beginning.



NOTES TO THE ARCHITECT AND ENGINEER
GENERAL NOTES
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. FINISH GRADE SHALL BE AS SHOWN ON THE SURVEY.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES.
5. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES.
6. THE CONTRACTOR SHALL MAINTAIN PROPER DRAINAGE.
7. THE CONTRACTOR SHALL MAINTAIN PROPER EROSION CONTROL.
8. THE CONTRACTOR SHALL MAINTAIN PROPER SITE SECURITY.
9. THE CONTRACTOR SHALL MAINTAIN PROPER SITE CLEANLINESS.
10. THE CONTRACTOR SHALL MAINTAIN PROPER SITE RESTORATION.
11. THE CONTRACTOR SHALL MAINTAIN PROPER SITE MONITORING.
12. THE CONTRACTOR SHALL MAINTAIN PROPER SITE RECORDS.
13. THE CONTRACTOR SHALL MAINTAIN PROPER SITE DOCUMENTATION.
14. THE CONTRACTOR SHALL MAINTAIN PROPER SITE COMMUNICATIONS.
15. THE CONTRACTOR SHALL MAINTAIN PROPER SITE SAFETY.
16. THE CONTRACTOR SHALL MAINTAIN PROPER SITE ACCESS.
17. THE CONTRACTOR SHALL MAINTAIN PROPER SITE EGRESS.
18. THE CONTRACTOR SHALL MAINTAIN PROPER SITE ENTRY.
19. THE CONTRACTOR SHALL MAINTAIN PROPER SITE EXIT.
20. THE CONTRACTOR SHALL MAINTAIN PROPER SITE ENTRANCE.
21. THE CONTRACTOR SHALL MAINTAIN PROPER SITE EXIT.
22. THE CONTRACTOR SHALL MAINTAIN PROPER SITE ENTRANCE.
23. THE CONTRACTOR SHALL MAINTAIN PROPER SITE EXIT.
24. THE CONTRACTOR SHALL MAINTAIN PROPER SITE ENTRANCE.
25. THE CONTRACTOR SHALL MAINTAIN PROPER SITE EXIT.



Common Parking Area Shaded



Legal Description:
Common Service Area

In the City of La Habra, County of Orange, State of California.

That portion of Parcel A as shown on a map recorded in Book 5, Page 35 of Parcel Maps, records of Orange County, and that portion of Lot 19, of Tract No. 6369, as shown on a map recorded in Book 237, Pages 15 and 16 of Miscellaneous Maps, records of Orange County, California, described as follows:

Beginning at the southwesterly corner of said Parcel A; thence North $89^{\circ}58'00''$ East, along the southerly line of Parcel A, 17.00 feet; thence North $0^{\circ}00'43''$ West, parallel with the westerly line of Parcel A, 124.33 feet; thence North $89^{\circ}59'17''$ East, 33.00 feet to the northwesterly corner of Parcel B as shown on said map recorded in Book 5, Page 35 of Parcel Maps, said corner also being an angle point in the southerly line of said Parcel A and the southwesterly corner of an existing concrete block building; thence North $0^{\circ}00'43''$ West, along the westerly line of said concrete block building, 155.02 feet to the northwesterly corner of said building and a point on the northerly line of said Parcel A; thence North $89^{\circ}59'17''$ East, along the northerly line of said building and the northerly line of Parcel A, 4.00 feet; thence North $0^{\circ}00'43''$ West, parallel with the westerly line of said Lot 19, 75.00 feet; thence North $89^{\circ}59'17''$ East, 50.00 feet; thence North $0^{\circ}00'43''$ West, parallel with the westerly line of Lot 19, 257.00 feet to a point on the southerly line of the northerly 270.00 feet of said Lot 19; thence North $89^{\circ}59'17''$ East, along said southerly line, 334.90 feet to the Easterly line of Lot 19; thence North $0^{\circ}00'43''$ West, along said easterly line, 20.00 feet to a point on the southerly line of the northerly 250.00 feet of said Lot 19; thence South $89^{\circ}59'17''$ West, along said southerly line, 438.90 feet to the westerly line of Lot 19; thence South $0^{\circ}00'43''$ East, along the westerly line of said Lot 19 and said Parcel A, 633.24 feet to the point of beginning.



