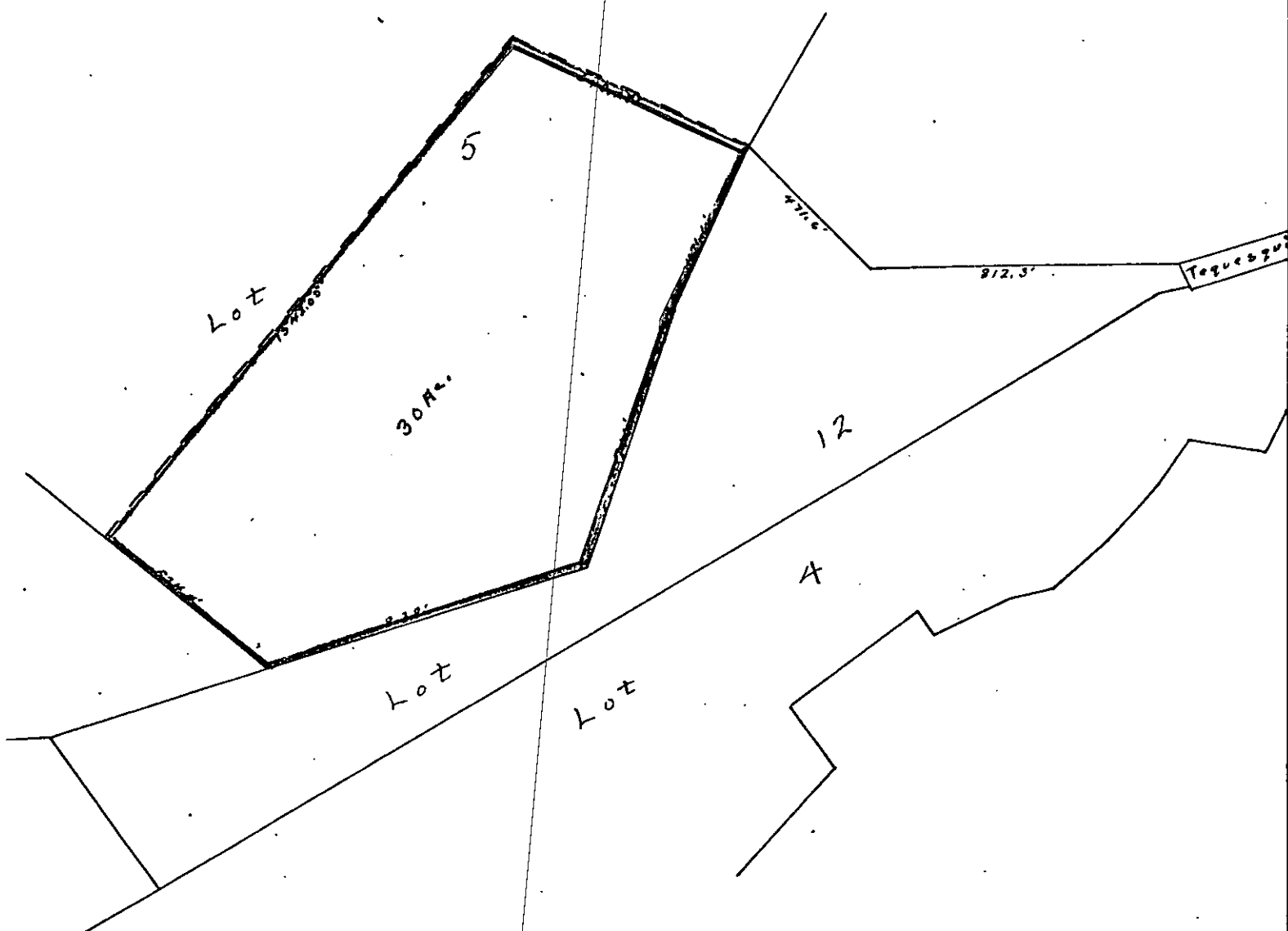


**PLAT**

Portion of Lot 5 Evans Rio Rancho.

MAP BOOK 10 PAGE 52 to 54 Riv. CO. CAL.

Scale 400 Ft. = 1 Inch



This plat is furnished for information only. It is compiled from data which we believe to be accurate, but no liability is assumed by this company as to the correctness of such data.

RIVERSIDE TITLE COMPANY

§ 5512.50

# TITLE INSURANCE AND TRUST COMPANY

No. 78307-3318-R  
M10/52

a corporation of Los Angeles California, herein called the Company, for a valuable consideration paid for this Policy of Title Insurance,

**Does Hereby Insure**

CITY OF RIVERSIDE

together with any other person or corporation included in the term the Insured as defined in this Policy, against loss or damage not exceeding Fifty Five Hundred Twelve and 50/100 Dollars - - - - - which any Insured shall sustain

- by reason of title to the land described in SCHEDULE A being vested at the date hereof otherwise than as therein stated,
- or by reason of unmarketability of the title of any vestee to or in said land on account of defects, liens, encumbrances and other matters not shown in SCHEDULE B,
- or by reason of any defect in, or lien or encumbrance on said title, at the date hereof, OTHER THAN defects, liens, encumbrances and other matters shown in SCHEDULE B,
- or by reason of any defect in the execution of any mortgage or deed of trust securing an indebtedness the owner of which is insured by this Policy,
- or by reason of priority thereto of any lien or encumbrance at the date hereof except as shown in SCHEDULE B,

all subject, however, to the exceptions and conditions hereto annexed, which exceptions and conditions together with SCHEDULES A and B are hereby made a part of this Policy.

*In Witness Whereof*, Title Insurance and Trust Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, this Thirteenth Day of March 1934 at 9:00 A. M.

TITLE INSURANCE AND TRUST COMPANY,

by

*William H. Albaugh*  
PRESIDENT

Attest: *Alan E. Johnson*  
ASSISTANT SECRETARY

-1-

This policy consists of 5 pages which are numbered at the end of each page.

[1.] The title to said land is at the date hereof vested in

CITY OF RIVERSIDE, a municipal corporation.

[2.] The land referred to in this Policy is described as follows:

In the County of Riverside, State of California, and described as follows:-

All that portion of Lot 5 of the Evans Rio Rancho as shown by Map on file in Book 10 pages 52, 53 and 54 of Maps, records of Riverside County, California, particularly described as follows:-

Beginning at the most Northwesterly corner of Lot 12 of said Evans Rio Rancho;

Thence South 25° 00' West, 471.6 feet;

Thence South 18° 52' West, 716 feet;

Thence South 74° 09' West, 838 feet;

Thence North 49° 07' 30" West, 524.4 feet;

Thence North 40° 53' East, 1542.05 feet;

Thence South 74° 19' East, 648.27 feet to the point of beginning

-2-

## THIS POLICY

Issued and delivered through the Office of the TITLE INSURANCE AND TRUST COMPANY at Riverside, California. Anything in connection therewith should be addressed to

**Riverside Title Company**

RIVERSIDE, CALIFORNIA

3940 Main Street

Phone 818

Defects, liens, encumbrances and other matters to which said land is subject in the order of priority shown:

(1) County Taxes for the fiscal year 1934-35, payable November 1, 1934.

(2) A Right of Way for a sewer pipe line or other sewer conduit over the Southwesterly 2 feet of a portion of Lot 5 hereinabove described, as conveyed to the City of Riverside, by Deed recorded June 14, 1916 in Book 446 page 25 of Deeds, records of Riverside County, California, which said Deed covers a Right of Way over other property also and a portion of the Right of Way over said other property has since been reconveyed to a predecessor in interest of the present owner.

(3) An Easement of Right of Way 6 feet in width across Lot 4 and 10 feet in width across Lot 4 and the Southerly portion of Lot 5 as conveyed to the City of Riverside, a Municipal Corporation, by Deed recorded December 26, 1922 in Book 544 page 202 of Deeds, records of Riverside County, California.

(4) Subject to any riparian rights in and to the Santa Ana River as conveyed to William C. Evans by Deed recorded October 19, 1932 in Book 90 page 398 of Official Records of Riverside County, California.

DEFECTS SHOWN:

DEFECTS, ENCUMBRANCES AND OTHER MATTERS TO WHICH SAID LAND IS SUBJECT IN THE ORDER OF

EXCEPTIONS

The Company does not, by this Policy, insure against:-

1. Any facts which a correct survey and inspection of said land would show; water rights, mining claims, rights or claims of parties in possession of any part of said land, easements, liens or encumbrances which are not shown by the official records of (a) the County of Riverside or of the County of San Bernardino prior to the formation of Riverside County; (b) the Federal Offices at Los Angeles.

2. Assessments, taxes or obligations levied or created for any public or district improvement or purpose, unless at the date hereof the amount of such assessment, tax or obligation has been fixed, is payable and is shown as a lien by the official records of the County of Riverside.

3. Proceedings for municipal improvement, which, at the date hereof, are shown by the official records of any such city, but have not resulted in imposition of a lien upon, or establishment of an easement over, or adjudication of the right to a public use of said land or any part thereof, unless shown by the official records of the County of Riverside or of the County of San Bernardino prior to the formation of Riverside County.

4. Action by any governmental agency for the purpose of regulating occupancy or use of said land or any building or structure thereon.

The Company does not, by this Policy, insure against:

1. Any facts which a correct survey and inspection of said land would show; water rights; mining claims; rights or claims of parties in possession of any part of said land, easements, liens or encumbrances which are not shown by the official records of (a) the County of Los Angeles; (b) the Federal Offices at Los Angeles; (c) any City in which, or adjacent to which, said land is located.
2. Assessments, taxes or obligations levied or created for any public or district improvement or purpose, unless at the date hereof the amount of such assessment, tax or obligation has been fixed, is payable and is shown as a lien by the official records of (a) the County of Los Angeles; or (b) any City in which said land is located.
3. Proceedings for municipal improvement, which, at the date hereof, are shown by the official records of any such city, but have not resulted in imposition of a lien upon, or establishment of an easement over, or adjudication of the right to a public use of, said land or any part thereof.
4. Action by any governmental agency for the purpose of regulating occupancy or use of said land or any building or structure thereon.

#### CONDITIONS

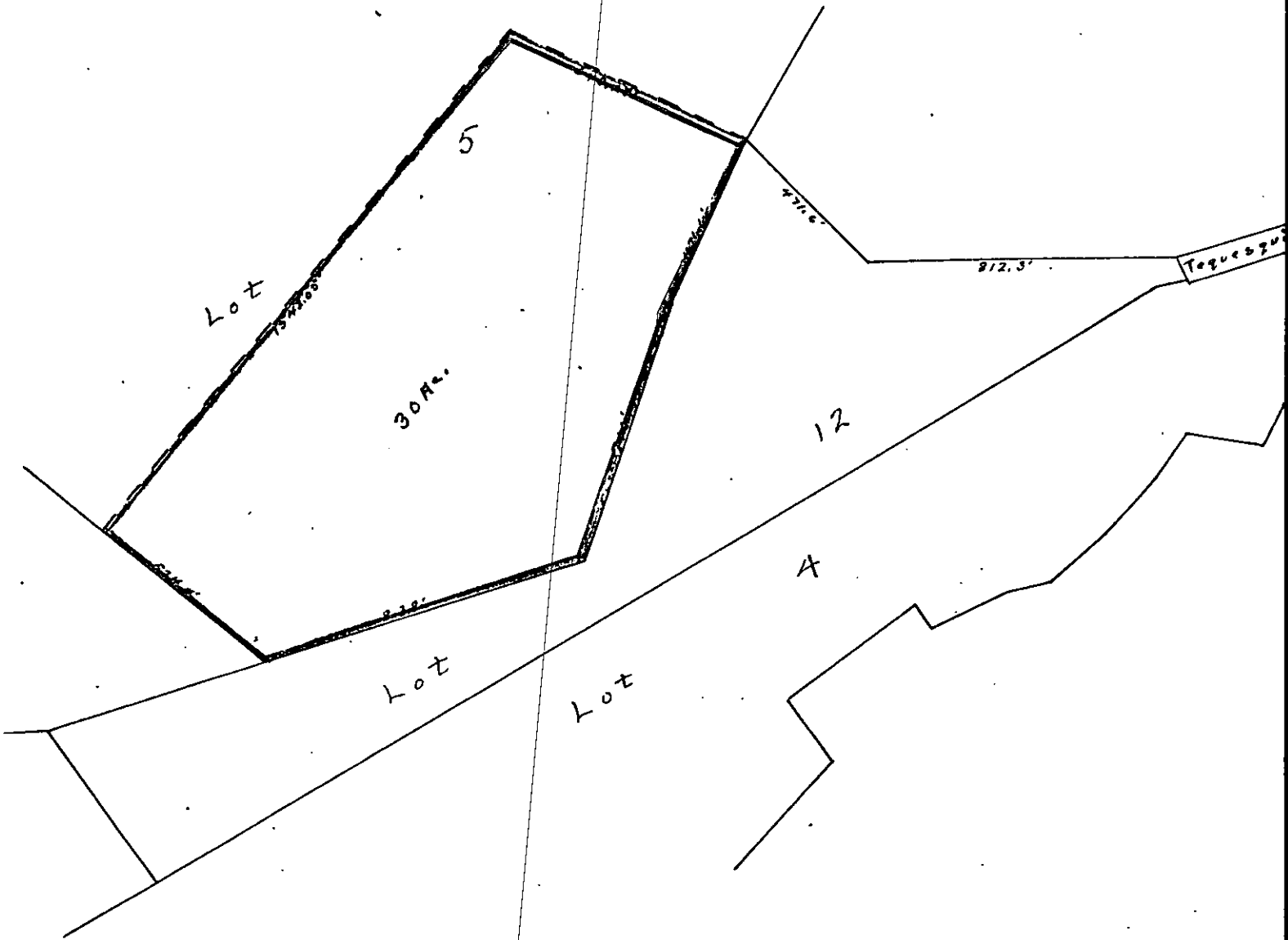
1. The term "the Insured" includes all named as insured on the first page of this Policy and as to each insured owner of an indebtedness secured by mortgage or deed of trust shown in Schedule B, each successor in ownership of such indebtedness and any owner thereof, who acquires said land, or any part thereof, by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, or any part thereof; and as to each other named Insured, if a person, any person or corporation deriving an estate or interest in said land as heir or devisee of such person, or if a corporation, any person or corporation deriving an estate or interest in said land by dissolution, merger or consolidation.
2. The Company at its own cost shall defend the Insured in all actions or proceedings commenced against the Insured founded upon a defect, lien or encumbrance insured against by this Policy and may pursue such litigation to final determination in the court of last resort. In case any such action or proceeding shall be begun, or in case knowledge shall come to any Insured of any claim of title or interest adverse to the title as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this Policy, such Insured shall at once notify the Company thereof in writing. If such notice shall not be given to the Company at least five days before the appearance day in any such action or proceeding, or if such Insured shall not, in writing, promptly notify the Company of any defect, lien or encumbrance insured against or any such adverse claim which shall come to the knowledge of such Insured, in respect to which loss or damage is apprehended, then all liability of the Company as to each Insured having such notice in regard to the subject of such action, proceeding or claim shall cease and terminate, provided, however, that failure to so notify shall in no case prejudice the claim of any Insured unless the Company shall be actually prejudiced by such failure. In all cases where this Policy permits or requires the Company to prosecute or defend any action or proceeding, the Insured shall secure to it the right to so prosecute or defend such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. The word "knowledge" in this paragraph means actual knowledge and does not refer to constructive knowledge or notice which may be imputed to the Insured by reason of any public record or otherwise.
3. The Company reserves the option to pay, settle or compromise for or in the name of the Insured, any claim insured against or to pay this Policy in full, and payment or tender of payment of the full amount of this Policy together with all costs which the Company is obligated hereunder to pay shall terminate all liability of the Company hereunder.
4. Whenever the Company shall have settled a claim under this Policy, it shall be subrogated to and be entitled to all rights, securities and remedies which the Insured would have had against any person or property in respect to such claim, had this Policy not been issued, and the Insured shall transfer or cause to be transferred to the Company such rights, securities and remedies, and permit it to use the name of the Insured for the recovery, retention or defense thereof. If the payment does not cover the loss of the Insured, the Company shall be subrogated to such rights, securities and remedies in the proportion which said payment bears to the amount of said loss.
5. The Company has the right and option, in case any loss is claimed under this Policy by an Insured owner of an indebtedness secured by mortgage or deed of trust, to pay such Insured the entire indebtedness of the mortgagor or trustor under said mortgage or deed of trust, together with all costs which the Company is obligated hereunder to pay, in which case the Company shall become the owner of, and such Insured shall at once assign and transfer to the Company said mortgage or deed of trust and the indebtedness thereby secured and such payment shall terminate all liability under this Policy to such Insured.
6. A statement in writing of any loss or damage for which it is claimed the Company is liable under this Policy shall be furnished to the Company within sixty days after such loss or damage shall have been ascertained. No action or proceeding for the recovery of any such loss or damage shall be instituted or maintained until after full compliance by the Insured with all the conditions imposed on the Insured by this Policy nor unless commenced within twelve months after receipt by the Company of such written statement.
7. The Company will pay, in addition to any loss insured against by this Policy, all costs imposed upon the Insured in litigation carried on by the Company for the Insured, and in litigation carried on by the Insured with the written authorization of the Company but not otherwise. The Company will not be liable for loss or damage by reason of defects, claims or encumbrances created subsequent to the date hereof or resulting in no pecuniary loss to the Insured, or for defects, claims or encumbrances created or suffered by the Insured claiming such loss or damage, or existing at the date of this Policy and known to the Insured claiming such loss or damage either at the date of this Policy or at the date such Insured claimant acquired an estate or interest insured by this Policy. The liability of the Company under this Policy shall in no case exceed in all the actual loss of the Insured and costs which the Company is obligated hereunder to pay and in no case shall such total liability exceed the amount of this Policy and said costs. All payments under this Policy shall reduce the amount of the insurance pro tanto and payment of loss or damage to an Insured owner of indebtedness shall reduce to that extent the liability of the Company to the Insured owner of said land. No payment can be demanded by any Insured without producing this Policy for endorsement of such payment.
8. Loss under this Policy shall be payable, first, to any Insured owner of indebtedness secured by mortgage or deed of trust shown in Schedule B, in the order of priority therein shown, and if such ownership vests in more than one, payment shall be made ratably as their respective interests may appear, and thereafter, or if there be no such Insured owner of indebtedness, any loss shall be payable to the other Insured, ratably as their respective interests may appear.
9. No provision or condition of this Policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice-President, the Secretary or an Assistant Secretary of the Company.

**PLAT**

Portion of Lot 5 Evans Rio Rancho.

MAP BOOK 10 PAGE 52 to 54 Riv. CO. CAL.

Scale 400 Ft. = 1 Inch

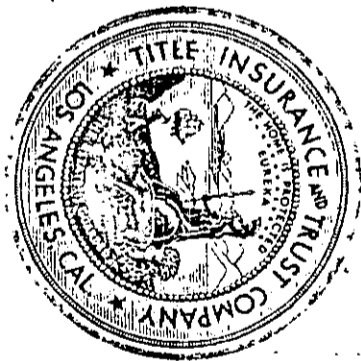


This plat is furnished for information only. It is compiled from data which we believe to be accurate, but no liability is assumed by this company as to the correctness of such data.

RIVERSIDE TITLE COMPANY



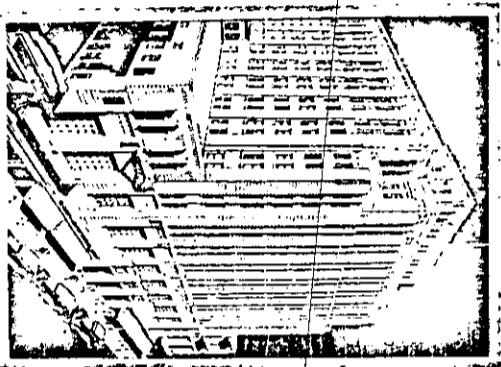
# Policy of Title Insurance



*Title Insurance  
and  
Trust Company*

*Title Insurance  
and  
Trust Company*

BAKERSFIELD  
1715 CHESTER AVENUE  
SANTA BARBARA  
14 EAST CARRILLO STREET  
SAN LUIS OBISPO  
998 MONTEREY STREET



TITLE INSURANCE BUILDING

*PARLOTT'S  
ERSONS TRUST COMPANY*

*FRANK*

*P. T. ERSONS COMPANY*  
**TITLE INSURANCE  
AND TRUST COMPANY**

433 SOUTH SPRING STREET, LOS ANGELES

U. S. A.

*CITY DUMP*

UNION TITLE INSURANCE COMPANY  
1028 SECOND STREET, SAN DIEGO  
VENTURA ABSTRACT COMPANY  
429 EAST MAIN STREET, VENTURA  
TULARE COUNTY ABSTRACT COMPANY  
204 WEST MAIN STREET, VISALIA  
RIVERSIDE TITLE COMPANY  
3940 MAIN STREET, RIVERSIDE

INCORPORATED  
DECEMBER 20, 1893  
CAPITAL AND SURPLUS  
\$14,000,000  
WILLIAM H. ALLEN, JR.  
PRESIDENT  
STUART O'MELVENY  
FIRST VICE PRESIDENT

O. P. CLARK  
SECRETARY





DEED

RIVERSIDE CITY SCHOOL DISTRICT does hereby grant to CITY OF RIVERSIDE, a municipal corporation, all that certain real property situate in the City of Riverside, County of Riverside, State of California, and more particularly described, to-wit:

A strip of land 15 feet in width off the Northerly side of the Easterly 105 feet of Lot 17 of Block 6 of H. P. Kyes Tract as recorded in Book 7 of Maps at Page 27, Records of San Bernardino County, California, more particularly described as follows:

Beginning at the Northeast corner of said Lot 17, Block 6 of H. P. Kyes Tract; thence Westerly along the Northerly line of said Lot 17, 105 feet; thence Southerly parallel to and 105 feet Westerly from the Easterly line of Lot 17, 15 feet; thence Easterly parallel to and 15 feet Southerly from the Northerly line of Lot 17, 105 feet to the Easterly line of Lot 17; thence Northerly along the Easterly line of Lot 17, 15 feet to the point of beginning, as shown on the map thereof, hereto attached and made a part of this Deed.

*As to description*  
*[Signature]*  
*City Engineer*

to be used for alley and street purposes.

IN WITNESS WHEREOF the said RIVERSIDE CITY SCHOOL DISTRICT has, by a resolution of the Board of Education, duly authorized this Deed to be signed by, and in behalf of the said district by the President and Secretary of said Board, on this 9<sup>th</sup> day of April, 1934.

RIVERSIDE CITY SCHOOL DISTRICT

BY [Signature]  
President of Its Board of Education.

Attest:

Margaret M. Robertson  
Secretary of Its Board of Education

The above instrument approved  
as to form  
[Signature]  
CITY ATTORNEY OF THE  
CITY OF RIVERSIDE, CALIF.

FROM OFFICE OF  
EUGENE BEST  
CITY ATTORNEY  
RIVERSIDE, CALIFORNIA

1 State of California)  
2 County of Riverside) (ss:

3 On this 9 day of April, 1934, before me, Mabel  
4 Parkin a Notary Public in and for said County, per-  
5 sonally appeared A. S. Cooper, known to me to be the President  
6 of the Board of Education, and Margaret <sup>m.</sup> Robertson, known to  
7 me to be the Secretary of the Board of Education of said  
8 District that executed the within instrument on behalf of the  
9 District therein named and acknowledged to me that such District  
10 executed the same.

11 WITNESS my hand and official seal, the day and year  
12 in this certificate first above written.  
13  
14

Mabel Parkin

Notary Public in and for the County  
of Riverside, State of California.

COMMISSION EXPIRES JULY 11, 1937

FROM OFFICE OF  
EUGENE BEST  
CITY ATTORNEY  
RIVERSIDE, CALIFORNIA

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32 EB:DS

Sixth St.

St.

Avenue

Avenue

Scale 1"=100'

H.P. HYES

Seventh St.

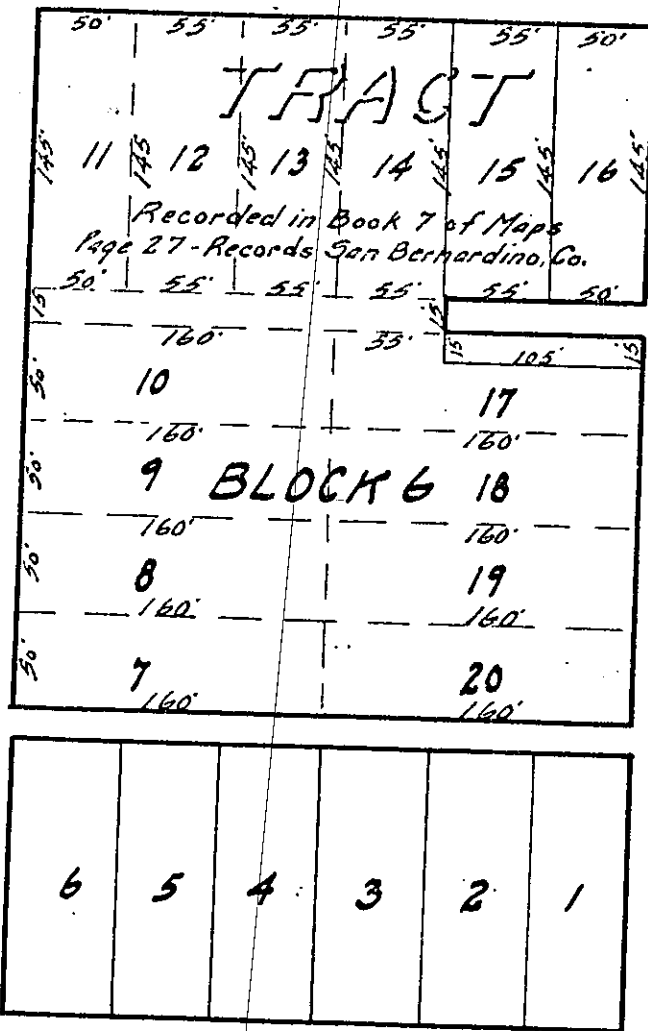
St.

Eucalyptus

Franklin

TRACT

Recorded in Book 7 of Maps  
Page 27 - Records San Bernardino Co.



LEGEND

School Property

Property to be Deeded

Eighth St.

St.

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RESOLUTION NO. 1968 (NEW SERIES).

RESOLUTION OF THE COUNCIL OF THE CITY OF RIVERSIDE,  
CALIFORNIA, ACCEPTING A DEED.

\*\*\*

RESOLVED, by the Council of the City of Riverside, California,  
that deed dated April 9, 1934, executed by the Riverside City School  
District to the City of Riverside, a municipal corporation, of the  
County of Riverside, State of California, for the following described  
premises situated in the City of Riverside, County of Riverside, State  
of California, and more particularly described as follows, to-wit:

A strip of land, 15 feet in width, off the North-  
erly side of the Easterly 105 feet of Lot 17, of Block  
6, of H. P. Kyes Tract, as recorded in Book 7 of Maps,  
at page 27, Records of San Bernardino County, California,  
more particularly described as follows:

Beginning at the Northeast corner of said Lot 17,  
Block 6, of H. P. Kyes Tract; thence Westerly along the  
Northerly line of said Lot 17, 105 feet; thence South-  
erly parallel to and 105 feet Westerly from the Easterly  
line of Lot 17, 15 feet; thence Easterly parallel to and  
15 feet Southerly from the Northerly line of Lot 17, 105  
feet to the Easterly line of Lot 17; thence Northerly  
along the Easterly line of Lot 17, 15 feet to the point  
of beginning, as shown on the map thereof, attached to and  
made a part of said deed,

be, and the same is hereby, accepted, the same to be used for alley and  
street purposes; and

BE IT FURTHER RESOLVED, that a copy of this resolution be attached  
to said deed and that the same be recorded in the office of the County  
Recorder of Riverside County, California, and thereafter filed in the office  
of the City Clerk of said City of Riverside.

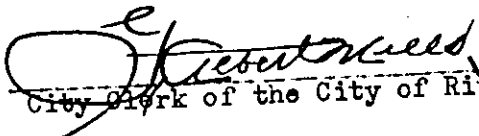
I, G. Albert Mills, the duly elected, qualified and acting City Clerk  
of the City of Riverside, California, hereby certify that the foregoing reso-  
lution was duly and regularly introduced and adopted by the Council of said  
City, at its meeting held on the 10th day of April, 1934, by the following  
vote:

Ayes: Councilmen Pinkerton, Carter, Lindsley, Wilson, Wells and Lohrli.


Noes: None.

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Absent: Councilman Barber.

  
City Clerk of the City of Riverside.

I hereby approve the foregoing resolution this 10th day of  
April, 1934.

  
Mayor of the City of Riverside.

INDEX  
Book & Paper

1727

DEED

COMMERCIAL TRUST CO.  
SAN FRANCISCO, CALIF.  
M. ALBION  
to

RIVERSIDE CITY SCHOOL DISTRICT

to

CITY OF RIVERSIDE.

*J. A. Ross*

DATED: April 9<sup>th</sup> 1934.

RECORDED FOR RECORD

APR 18 1934

8

*Society Clerk*

Book No. 169

Official Records, page 284

Records of Riverside County, California.

JACK A. ROSS

*J. A. Ross*

Notary Public

Map 10

EUGENE BEST

CITY ATTORNEY

CITY OF RIVERSIDE

CALIFORNIA