

DEED.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

THIS INDENTURE, made and entered into this 21st day of November, 1939, by and between Mary S. Evans, a widow, first party, and the City of Riverside, a municipal corporation, second party,

WITNESSETH:

That for and in consideration of the sum of One and no/100 (\$1.00) Dollars, the first party does grant, bargain, sell and convey to the second party, for street purposes, all that certain real property situate in the City of Riverside, County of Riverside, State of California, more particularly described as follows:

Beginning at a point in the South line of Redwood Drive, South 53° 37' East 843.42 feet from the most Southerly corner of Lot J, Indian Hill Tract, as recorded in Book 10 of Maps, at Page 3 thereof, Records of Riverside County, California; thence South 27° 55' West, a distance of 288.79 feet to the beginning of a curve concave to the Northwest and having a radius of 575.12 feet; thence Southwesterly along said curve through an arc of 30° 10', a distance of 302.80 feet; thence South 58° 05' West, a distance of 154.88 feet to the true point of beginning; thence continuing South 58° 05' West, a distance of 50.00 feet; thence North 33° 53' West, a distance of 195.91 feet; thence North 58° 05' East, a distance of 50.00 feet; thence South 33° 53' East, a distance of 195.91 feet to the point of beginning.

APPROVED AS TO DESCRIPTION
[Signature]
CITY ENGINEER

IN WITNESS WHEREOF, I have hereunto set my hand the day and year first above written.

Mary S. Evans

The above instrument approved as to form

Eugene Best
CITY ATTORNEY OF THE CITY OF RIVERSIDE, CALIF.

1.

2.

FROM OFFICE OF
EUGENE BEST
CITY ATTORNEY
RIVERSIDE, CALIFORNIA

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

3 On this 21st day of November, 1939, before me,
4 Chas. E. Johnson , a Notary Public in and for the County
5 of Riverside, State of California, personally appeared Mary S.
6 Evans, known to me to be the person who executed the within
7 instrument, and acknowledged to me that she executed the same.

8 WITNESS my hand and Official Seal the day and year
9 in this certificate first above written.

23847

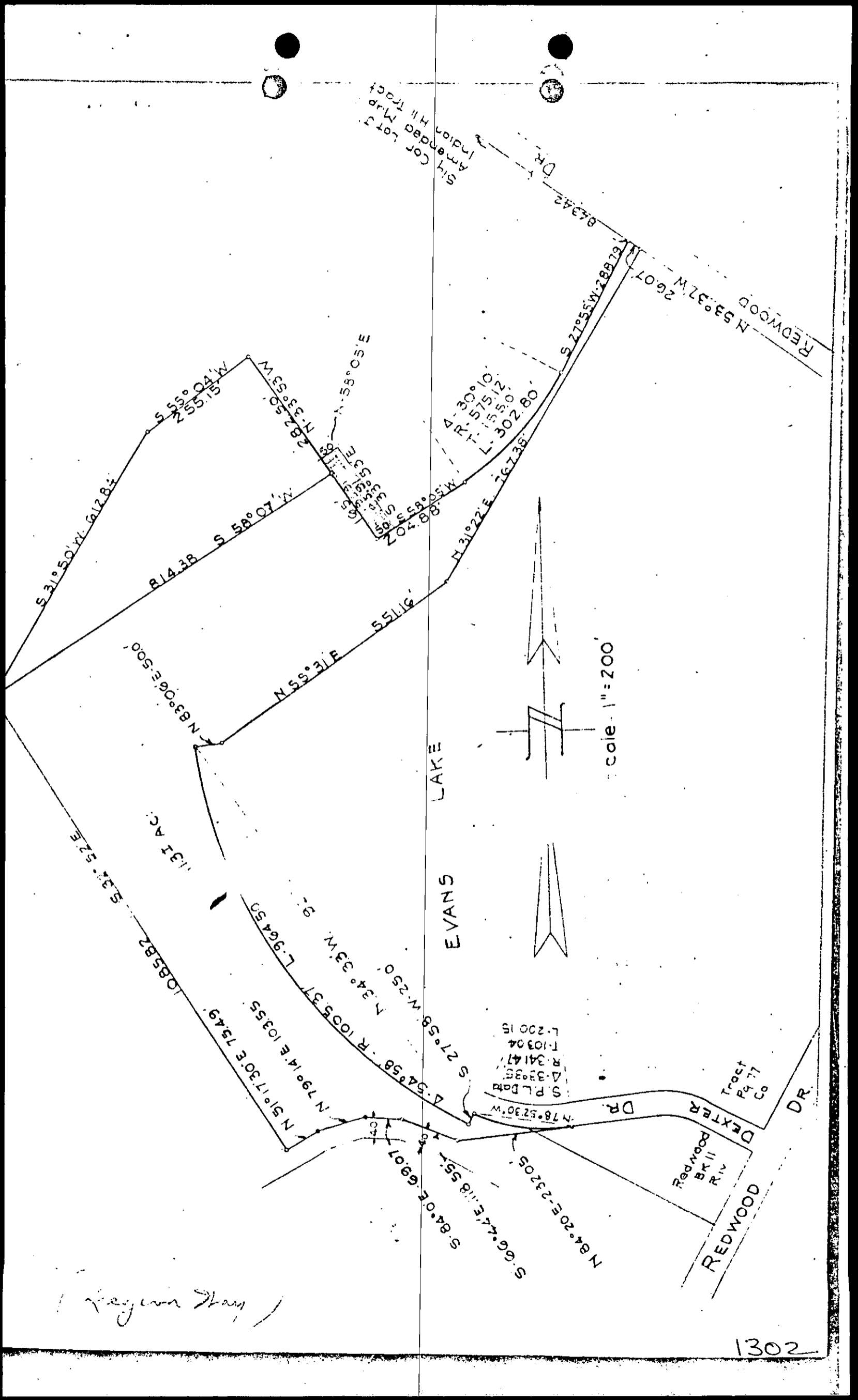
Chas. E. Johnson

Notary Public in and for said
County and State.

FROM OFFICE OF
EUGENE BEST
CITY ATTORNEY
RIVERSIDE, CALIFORNIA

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

EB:MP



S14 Cor Lot 3
Amended Map
Indian Hill Tract

85342 DR

REDWOOD
N 53° 37' W 260.7

S 27° 55' W 288.73

S 31° 50' W 612.84
S 55° 04' W 255.15
N 58° 07' W 814.38
M 55° 33' W 282.50
T 33° 33' W 165.5

N 58° 05' E
S 35° 53' E
S 55° 19' E
S 55° 19' E
S 55° 19' E
S 55° 19' E
S 55° 19' E
S 55° 19' E
S 55° 19' E
S 55° 19' E

R 301.0
L 575.0
L 575.0
L 302.80

LAKE

EVANS

Scale 1" = 200'

N 83° 06' E 500

1.31 AC

S 31° 52' E
1085B2

N 51° 17' 30" E 154.9

L 964.50

N 34° 33' W 91.5

N 34° 33' W 91.5

S 27° 58' W 250

S.P.L. Data
Δ 33035
R 34147
T 10304
L 20015

Δ 54° 58' R 100537

N 78° 52' 30" W

Tract
Pg 77
Co

DEXTER DR

Redwood
Bk II
R 17

REDWOOD DR

S 84° 06' E 690.7

S 66° 44' E 118.55

S 64° 20' E 2320.5

Regina Han

RESOLUTION NO. 3340 (NEW SERIES).

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

RESOLVED, that that certain deed dated November 21, 1939, from Mary S. Evans, a widow, conveying to the City of Riverside, for street purposes, all that certain real property situate in the City of Riverside, County of Riverside, State of California, more particularly described as follows:

Beginning at a point in the South line of Redwood Drive, South $53^{\circ} 37'$ East 843.42 feet from the most Southerly corner of Lot J, Indian Hill Tract, as recorded in Book 10 of Maps, at Page 3 thereof, Records of Riverside County, California; thence South $27^{\circ} 55'$ West, a distance of 288.79 feet to the beginning of a curve concave to the Northwest and having a radius of 575.12 feet; thence Southwesterly along said curve through an arc of $30^{\circ} 10'$, a distance of 302.80 feet; thence South $58^{\circ} 05'$ West, a distance of 154.88 feet to the true point of beginning; thence continuing South $58^{\circ} 05'$ West, a distance of 50.00 feet; thence North $33^{\circ} 53'$ West, a distance of 195.91 feet; thence North $58^{\circ} 05'$ East, a distance of 50.00 feet; thence South $33^{\circ} 53'$ East, a distance of 195.91 feet to the point of beginning,

said property being a portion of Lot 3, of Indian Hill Tract, commonly known as "Legion Way", be, and the same is hereby, accepted.

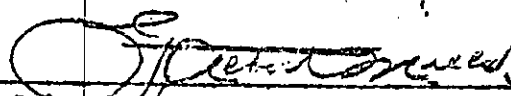
I, G. Albert Mills, City Clerk of the City of Riverside, California, hereby certify that the foregoing resolution was duly and regularly introduced and adopted by the Council of said City, at its meeting held on the 21st day of November, 1939, by the following vote:

Ayes: Councilmen Rodman, Williams, Carter, Barger, Dales, Rathgeber and Harris.

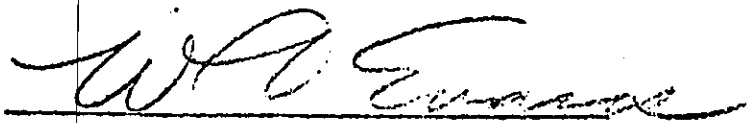
Noes: None.

Absent: None.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Riverside, California, this 21st day of November, 1939.


City Clerk of the City of Riverside.

I hereby approve the foregoing resolution this 21st day of November, 1939.


Mayor of the City of Riverside.

No. 7258
Please Return To 318

W. J. ...
Edwards
John ...
Hall

RIVERSIDE TITLE COMPANY

RECEIVED FOR RECORD
DEC 6 1939
REQUEST OF
RIVERSIDE TITLE COMPANY
Copied in book No. 441
Official Record, page 167
Sec. Records of Riverside County, California.
JACK A. ROSS
<i>W. J. ...</i>
<i>W. J. ...</i>

COMPARED

Document
Book

map
me
10

42/107

Policy No. 92582-11802-R

Title Insurance and Trust Company

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 each successor in ownership of any indebtedness secured by any mortgage or deed of trust shown in Schedule B, the owner of which is named as an insured, and any such owner or successor in ownership of any such indebtedness who acquires the land described in Schedule A, or any part thereof, by lawful means in satisfaction of said indebtedness or any part thereof, and any person or corporation deriving an estate or interest in said land, as an heir or devisee of a named insured, or by reason of the dissolution, merger, or consolidation of a corporate named insured, against loss or damage not exceeding **One Thousand 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 herein stated; or

by reason of unmarketability of the title of any vestee to said land, at the date hereof, unless such unmarketability exists because of defects, liens, encumbrances, or other matters shown in Schedule B; or by reason of any defect in, or lien or encumbrance on said title, existing at the date hereof, not shown in Schedule B; or

by reason of any defect in the execution of any mortgage or deed of trust shown in Schedule B securing an indebtedness, the owner of which is insured by this policy, but only insofar as such defect affects the lien or charge of such mortgage or deed of trust upon said land; or

by reason of priority, at the date hereof, over any such mortgage or deed of trust, of any lien or encumbrance upon said land, except as shown in Schedule B;

all subject, however, to Schedules A and B and the stipulations herein, all of which schedules and stipulations 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 6th day of December, 1939 at 9:00 A.M.

TITLE INSURANCE AND TRUST COMPANY

by *Stuart O'Neil*

PRESIDENT

Attest *Emerson L. Holt*

ASSISTANT SECRETARY

This policy consists of **7** pages which are numbered at the end of each page.

THIS POLICY

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

RIVERSIDE TITLE COMPANY

RIVERSIDE, CALIFORNIA

3940 Main Street

Phone 818

SCHEDULE A

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

CITY OF RIVERSIDE,
a Municipal Corporation.

[2.] Description of the land, title to which is insured by this policy:

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

All that portion of Lot 3 as shown by Amended
Map of INDIAN HILL TRACT, on file in Book 10 page 3 of Maps,
records of Riverside County, California, particularly
described as follows:

Commencing at the most Southerly corner of Lot J
as shown on said Map;

Thence South $53^{\circ} 37'$ East, 843.42 feet for the
point of beginning, said point being on the Southerly line
of Redwood Drive;

Thence South $27^{\circ} 55'$ West, 288.79 feet to the
beginning of a curve concave to the Northwest and having a
radius of 575.12 feet;

Thence Southwesterly along said curve through an
arc of $39^{\circ} 10'$, 302.80 feet;

SCHEDULE A

(continued)

Thence South $58^{\circ} 05'$ West, 204.88 feet;

Thence North $33^{\circ} 53'$ West, 165 feet;

Thence South $58^{\circ} 07'$ West, 814.38 feet;

Thence South $32^{\circ} 52'$ East, 1085.82 feet;

Thence North $51^{\circ} 17' 30''$ East, 75.49 feet;

Thence North $79^{\circ} 14'$ East, 103.55 feet;

Thence South $84^{\circ} 00'$ East, 69.07 feet;

Thence South $66^{\circ} 44'$ East, 118.55 feet;

Thence North $84^{\circ} 20'$ East, 232.05 feet to a point in the South line of Dexter Drive, said point being the beginning of a curve concave to the North and having a radius of 341.47 feet;

Thence Westerly along the Southerly line of Dexter Drive following a curve, the long chord bears North $78^{\circ} 52' 30''$ West through an arc of $33^{\circ} 35'$, a distance of 200.15 feet;

Thence South $27^{\circ} 58'$ West, 25 feet to the beginning of a curve concave to the Northeast and having a radius of 1005.37 feet, the long chord bearing of said curve bears North $34^{\circ} 33'$ West;

Thence Northwesterly along said curve through an arc of $54^{\circ} 58'$, 964.50 feet;

Thence North $83^{\circ} 06'$ East, 50 feet;

Thence North $55^{\circ} 31'$ East, 551.16 feet;

Thence North $31^{\circ} 22'$ East, 767.38 feet to the Southerly line of Redwood Drive;

SCHEDULE A

(continued)

Thence North 53° 37' West along the Southerly
line of Redwood Drive, 26.07 feet to the point of beginning;

EXCEPTING therefrom the portion thereof included
in Lot 24 of Redwood Tract, as shown by Map on file in Book
11 page 77 of Maps, records of Riverside County, California.

ALSO EXCEPTING therefrom an easement over any
portion thereof included in public roads.

SCHEDULE B

[A] The Company does not, by this policy, insure against loss by reason of:

1. Easements or liens which are not shown by the public records (a) of the District Court of the Federal District, (b) of the county, or (c) of the city, in which said land or any part thereof is situated.
2. Rights or claims of persons in possession of said land which are not shown by those public records which impart constructive notice.
3. Any facts, rights, interests, or claims which are not shown by those public records which impart constructive notice, but which could be ascertained by an inspection of said land, or by making inquiry of persons in possession thereof, or by a correct survey.
4. Mining claims, reservations in patents, water rights, claims or title to water.
5. Acts or regulations of any governmental agency regulating the occupancy or use of said land or any building or structure thereon.

[B] Liens and encumbrances to which said title is subject shown in the order of their priority, and defects and other matters to which said title is subject:

(1) Second installment of County and Municipal Taxes for the fiscal year 1939-40. Vol. 4/96. Assmt. No. 7243. Amount \$16.42.

Said Assessment covers other property also.

(2) A Right of Way reserved to Riverside Water Company, its successors and assigns, for the construction, maintenance and repair of canals, ditches and other conduits of water that may be required by said Company; also the Right of Way over and through any of the lands bordering on Spring Brook for

SCHEDULE B

(continued)

the purpose of developing the water of said Brook for pumping works and other machinery for elevating said water for domestic use, irrigation and other purposes.

(3) A Right of Way four feet in width across the hereinabove described property for a sewer pipe line or other sewer conduit granted to the City of Riverside, a Municipal corporation, by Deed recorded June 14, 1916 in Book 446 page 25 of Deeds, records of Riverside County, California.

(4) A Right of Way for pipe lines to capacity of 110 inches through Lot 3 of the Amended Map of Indian Hill Tract, as shown by Map on file in Book 10 page 3 of Maps, records of Riverside County, California, and extension from any point in Fairmount Park, as shown by Map on file in Book 4 page 82 of Maps, records of Riverside County, California, through said Lot 3 to any point in that certain Public Highway and bridge right of way as conveyed by the Riverside Land and Irrigating Company to Rubidoux Building Company by Deed recorded December 27, 1921 in Book 549 page 427 of Deeds, records of said Riverside County, California.

STIPULATIONS

SCOPE OF COVERAGE

1. This policy does not insure against, and the Company will not be liable for loss or damage created by or arising out of any of the following: (a) defects, liens, claims, encumbrances, or other matters which result in no pecuniary loss to the insured; (b) defects, liens, encumbrances, or other matters created or occurring subsequent to the date hereof; (c) defects, liens, encumbrances, or other matters 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, unless such defect, lien, claim, encumbrance, or other matter shall have been disclosed to the Company in writing prior to the issuance of this policy. Any rights or defenses of the Company against a named insured shall be equally available against any person or corporation who shall become an insured hereunder as successor of such named insured.

DEFENSE OF ACTIONS

2. The Company at its own cost shall defend the insured in all actions or proceedings against the insured founded upon a defect, lien, encumbrance, or other matter 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, encumbrance, or other matter insured against, or of 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. The Company shall have the right to institute and prosecute any action or proceeding or do any other act which, in its opinion, may be necessary or desirable to establish the title, or any insured lien or charge, as insured. 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 in writing 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. Whenever requested by the Company the insured shall assist the Company in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, prosecuting or defending such action or proceeding to such extent and in such manner as is deemed desirable by the Company, and the Company shall reimburse the insured for any expense so incurred. The Company shall be subrogated to and be entitled to all costs and attorney's fees incurred or expended by the Company, which may be recoverable by the insured in any litigation carried on by the Company on behalf of the insured. 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.

OPTION TO PAY, SETTLE, OR COMPROMISE CLAIMS

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 at any time, and payment or tender of payment of the full amount of this policy, together with all accrued costs which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder, including all obligations of the Company with respect to any litigation pending and subsequent costs thereof.

SUBROGATION UPON PAYMENT OR SETTLEMENT

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. 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. In either event the insured shall transfer, or cause to be transferred, to the Company such rights, securities, and remedies, and shall permit the Company to use the name of the insured in any transaction or litigation involving such rights, securities, or remedies.

OPTION TO PAY INSURED OWNER OF INDEBTEDNESS AND BECOME OWNER OF SECURITY

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 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.

NOTICE OF LOSS

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 against the Company 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.

PAYMENT OF LOSS AND COSTS OF LITIGATION. INDORSEMENT OF PAYMENT ON POLICY

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 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 indorsement of such payment.

MANNER OF PAYMENT OF LOSS TO INSURED

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 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, any loss shall be payable to the other insured, and if more than one, then to such insured ratably as their respective interests may appear. If there be no such insured owner of indebtedness, any loss shall be payable to the insured, and if more than one, to such insured ratably as their respective interests may appear.

WRITTEN INDORSEMENT REQUIRED TO CHANGE POLICY

9. No provision or condition of this policy can be waived or changed except by writing indorsed hereon or attached hereto signed by the President, a Vice-President, the Secretary, or an Assistant Secretary of the Company.

1302

92582

slight corner lot J
amended map
INDIAN HILL
TRACT, 10-3.
814.15.
27.878
Redwood DR.

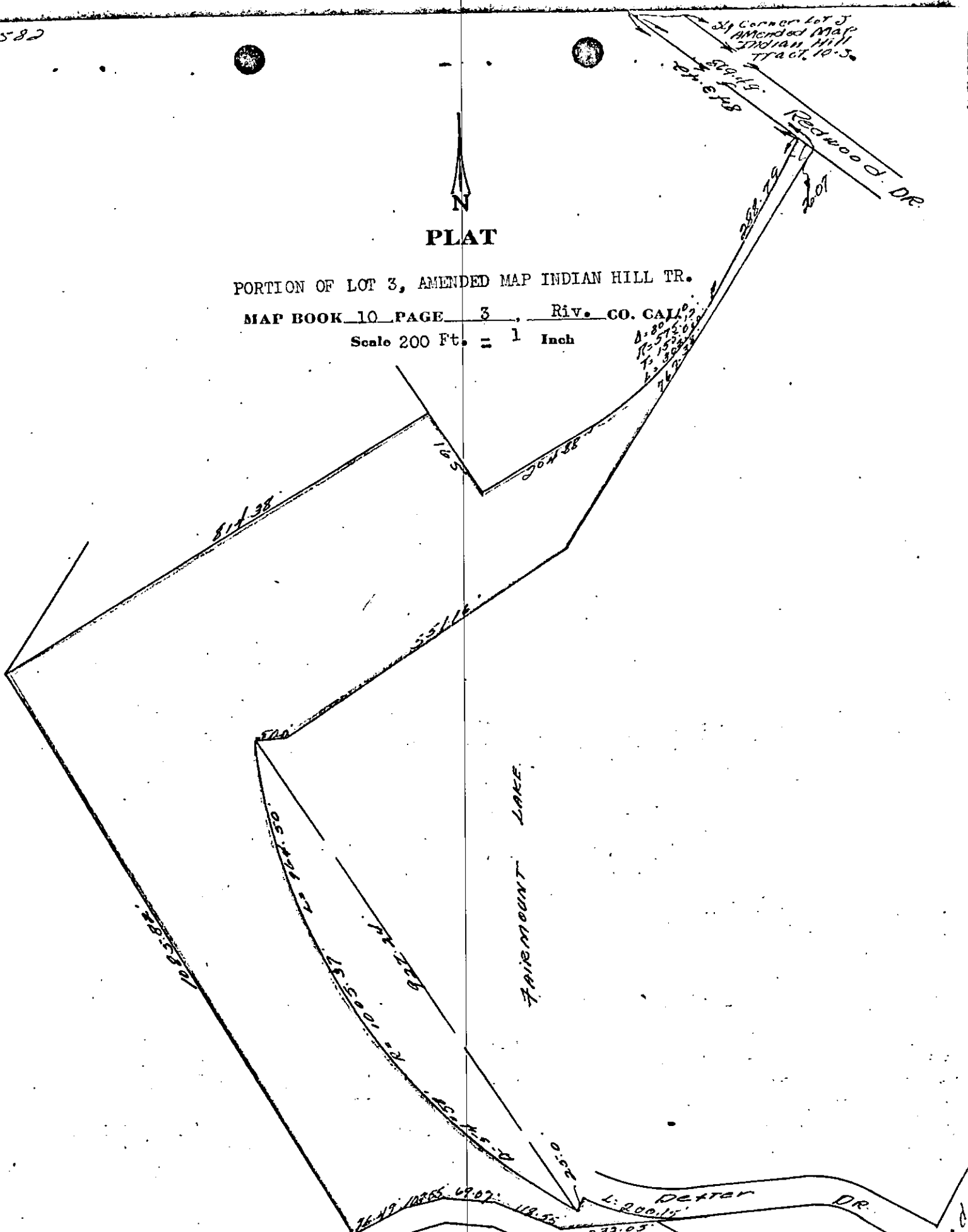


PLAT

PORTION OF LOT 3, AMENDED MAP INDIAN HILL TR.

MAP BOOK 10 PAGE 3, Riv. CO. CALIF.

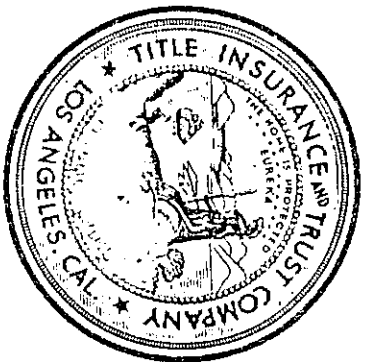
Scale 200 Ft. = 1 Inch



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.

TITLE INSURANCE AND TRUST COMPANY
RIVERSIDE TITLE COMPANY

Redwood



*Title Insurance
and
Trust Company*

KERN COUNTY
1715 CHESTER AVENUE
BAKERSFIELD

RIVERSIDE COUNTY
3940 MAIN STREET, RIVERSIDE

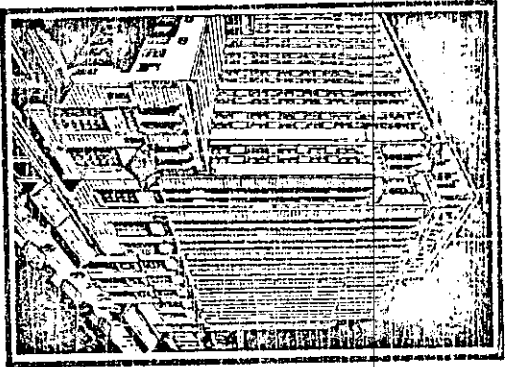
SAN DIEGO COUNTY
1028 SECOND STREET, SAN DIEGO

SAN LUIS OBISPO COUNTY
777 HIGUERA STREET, SAN LUIS OBISPO

SANTA BARBARA COUNTY
920 STATE STREET
SANTA BARBARA

TULARE COUNTY
204 WEST MAIN STREET, VISALIA
VENTURA COUNTY
471 MAIN STREET, VENTURA

*Policy of
Title
Insurance*



TITLE INSURANCE BUILDING

**TITLE INSURANCE
AND TRUST COMPANY**

INCORPORATED 1893

433 SOUTH SPRING STREET, LOS ANGELES

U. S. A.



*Title Insurance
and
Trust Company*

KERN COUNTY
1715 CHESTER AVENUE
BAKERSFIELD

RIVERSIDE COUNTY
3940 MAIN STREET, RIVERSIDE

SAN DIEGO COUNTY
1028 SECOND STREET, SAN DIEGO

SAN LUIS OBISPO COUNTY
777 HIGUERA STREET, SAN LUIS OBISPO

SANTA BARBARA COUNTY
920 STATE STREET
SANTA BARBARA

TULARE COUNTY
204 WEST MAIN STREET, VISALIA
VENTURA COUNTY
471 MAIN STREET, VENTURA