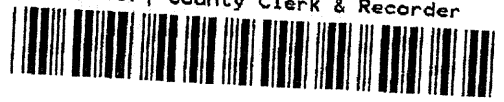


Recording Requested By
CITY OF RIVERSIDE TITLE COMPANY
When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

DOC # 2011-0167497
04/15/2011 09:16A Fee:NC
Page 1 of 6
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



FREE RECORDING
This instrument is for the benefit
of the City of Riverside and is
entitled to be recorded without
fee (Government Code §6103)

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			6						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
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910092297-K26
Project: Mt. Vernon Park
APNS: 258-020-002, 005 and 009
Address: Vacant Land, Riverside, CA

D - 16638



GRANT DEED

CYNTHIA A. VANOVER AND BARBARA PARROTT, Successor Trustee to the James A. Jimenez Family Trust, Grantors, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do hereby grant to the CITY OF RIVERSIDE, a California charter city and municipal corporation, as Grantee, its successors and assigns, the real property as described in Exhibit "A" attached hereto and incorporated herein by this reference, located in the City of Riverside, County of Riverside, State of California

Dated: 4/5/11

By: Cynthia A. Vanover
Cynthia A. Vanover

James A. Jimenez Family Trust

By: Barbara Parrott
Barbara Parrott, Successor Trustee

16638

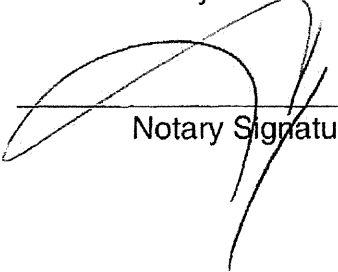
ACKNOWLEDGEMENT

State of California
County of San Bernardino ss

On 4-6-11, before me Sandra Lou Olson, Notary Public
personally appeared Cynthia A Vanover + Barbara Parrott
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct

WITNESS my hand and official seal.



Notary Signature



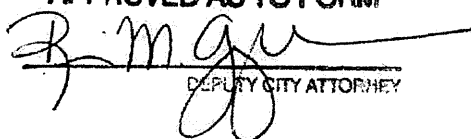
**CERTIFICATE OF ACCEPTANCE
(Government Code Section §27281)**

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the
City of Riverside, a California charter city and municipal corporation, is hereby accepted by the
undersigned officer on behalf of the City Council of said City pursuant to authority conferred by
Resolution No. 21027 of said City Council adopted September 06, 2005 and the grantee
consents to recordation thereof by its duly authorized officer.

Dated: 4-8-11

CITY OF RIVERSIDE

By: Glenna Lopez
Real Property Manager

APPROVED AS TO FORM


DEPUTY CITY ATTORNEY

1663E

EXHIBIT "A"

APN: 258-020-002, 005 & 009
FEE SIMPLE INTEREST

That certain real property located in the City of Riverside, County of Riverside, State of California, as described in Deed to Cynthia A. Vanover and James A. Jimenez, Trustee of the James A. Jimenez Family Trust, by document recorded June 9, 2004, as Document No. 440706, Official Records of said County, described as follows:

Parcel 1

The West half of the Northeast quarter of the Northwest quarter of Section 21, Township 2 South, Range 4 West, San Bernardino Meridian, according to an Official Plat of said land filed in the District Land Office, June 9, 1880;

EXCEPTING THEREFROM that portion described as follows:

Beginning on the East line of the West half of the Northeast quarter of the Northwest quarter of said Section, 165.00 feet North 00°06'00" West of the Southeast corner thereof;

Thence North 89°53'00" West, 150.00 feet;

Thence North 00°06'00" West, 125.00 feet;

Thence South 89°53'00" East, 150.00 feet to a point on said East line;

Thence South 00°06'00" East, 125.00 feet on said East line to the point of beginning;

ALSO EXCEPTING THEREFROM that portion described as follows:

Beginning on the South line of the West half of the Northeast quarter of the Northwest quarter of said Section, 228.00 feet North 89°53'00" West of the Southeast corner thereof;

Thence continuing North 89°53'00" West, 150.00 feet on said South line;

Thence Northeast in a direct line to a point 275.00 feet North 89°53'00" West of a point on the East line of the West half of the Northeast quarter of the Northwest quarter of said Section, North 00°06'00" West, 165.00 feet from the Southeast corner thereof;

Thence South 89°53'00" East, 100.00 feet;

Thence Southwest in a direct line to the point of beginning;

ALSO EXCEPTING THEREFROM the Southerly rectangular 20.00 feet of the remainder of the West half of the West half of the Northeast quarter of the Northwest quarter of said Section.

Parcel 2

The East 84.00 feet of the South 300.00 feet of the Northwest quarter of the Northwest quarter of Section 21, Township 2 South, Range 4 West, San Bernardino Meridian, according to an Official Plat of said land filed in the District Land Office, June 9, 1880;

EXCEPTING THEREFROM the Southerly rectangular 20.00 feet;

ALSO EXCEPTING THEREFROM that portion of land lying Westerly of Easterly line of Parcel Map on file in Book 17 of Parcel Maps at Page 96 thereof, Records of Riverside County, California.

Parcel 3

The Northwest quarter of the Northwest quarter of Section 21, Township 2 South, Range 4 West, San Bernardino Meridian, according to the Official Plat thereof;

EXCEPTING THEREFROM the South 300.00 feet of the Southeast quarter of the Northwest quarter of the Northwest quarter of said Section 21;

ALSO EXCEPTING THEREFROM that portion deeded to the County of Riverside by right of way deed recorded December 29, 1942 in Book 564, Page 171, Official Records of Riverside County, California, described as follows:

A portion of the Northwest quarter of the Northwest quarter of Section 21, Township 2 South, Range 4 West, San Bernardino Meridian, and more particularly described as follows:

All the land in said Northwest quarter of the Northwest quarter of Section 21, which is within 30.00 feet of the following described centerline;

Beginning at the West quarter corner of said Section 21;

Thence North $00^{\circ}19'00''$ West, 788.58 feet along the Section line, to the beginning of a curve, concave to the Southeast, having a central angle of $42^{\circ}06'00''$ and a radius of 200.00 feet;

Thence along said curve, 146.95 feet;

Thence North $41^{\circ}47'00''$ East, 134.99 feet to the beginning of a curve, concave to the Northwest, having a central angle of $28^{\circ}15'00''$ and a radius of 250.00 feet;

Thence along said curve, 123.26 feet;

Thence North 13°32'00" East, 99.73 feet to the beginning of a curve concave to the Southeast, having a central angle of 20°30'00" and a radius of 200.00 feet;

Thence along said curve, 107.34 feet;

Thence North 34°02'00" East, 15.92 feet to the beginning of a curve concave to the West, having a central angle of 75°00'00" and a radius of 250.00 feet;

Thence along said curve, 327.25 feet;

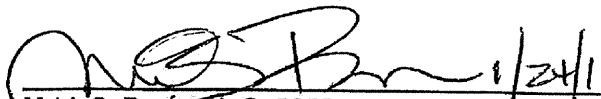
Thence North 40°58'00" West, 387.16 feet to the beginning of a curve, concave to the Northeast, having a central angle of 40°39'30" and a radius of 300.00 feet;

Thence along said curve, 212.89 feet to a point on the Westerly line of said Section 21;

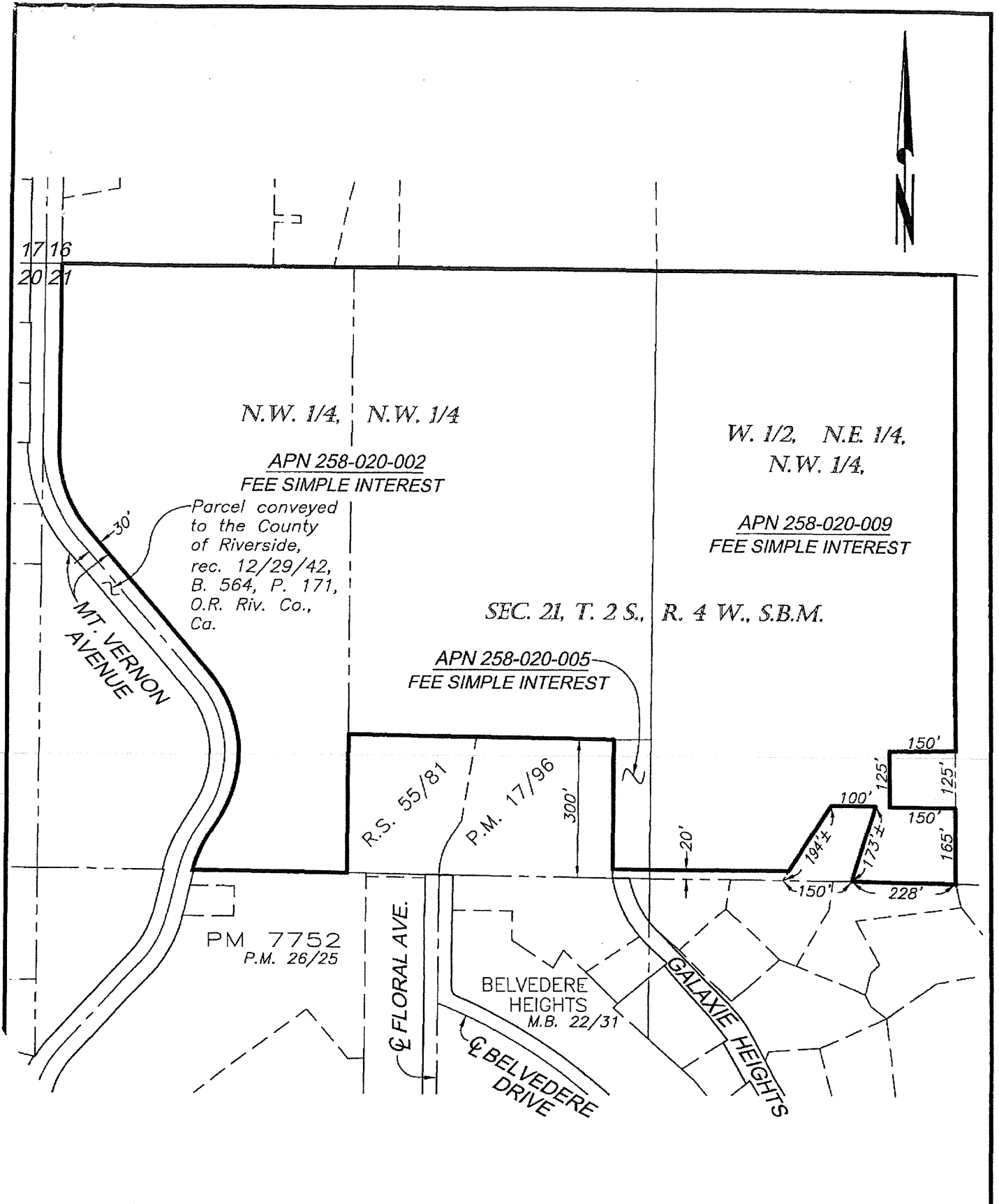
Thence North 00°19'00" West, 397.87 feet, along the Section line to the Northwest corner of said Section 21;

ALSO EXCEPTING THEREFROM that portion thereof lying Westerly of the West line of Mt. Vernon Avenue.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.


Mark S. Brown, L.S. 5655 Date 1/24/11 Prep. EV
License Expires 9/30/11





• CITY OF RIVERSIDE, CALIFORNIA •

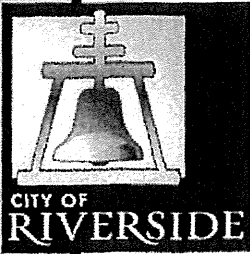
BE USED ONLY AS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE INSTRUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

BY: EV DATE: 1/14/11

SUBJECT: N 1/2, NW 1/4, SECTION 21 :

16638



MEMORANDUM

REAL PROPERTY SERVICES
DEVELOPMENT DEPARTMENT

RECEIVED

JUN 29 2011

City of Riverside
City Clerk's Office

DATE: JUNE 28, 2011

TO: COLLEEN NICOL, CITY CLERK

FROM: SHERYN SMAY, REAL PROPERTY ASSISTANT *SS*

RE: DOCUMENT FILING – TITLE INSURANCE FOR MT. VERNON PARK PROJECT
258-020-002, 258-020-005 AND 258-020-009

Attached is an original Policy of Title Insurance, issued by Chicago Title Insurance Corporation dated April 15, 2011 that references Policy No. 910092297-K26. Please file it with the Grant Deed from Cynthia Vanover and Barbara Parrott, recorded April 15, 2011 as Instrument number 2011-0167497.

If you have any questions, please call me at x5343.

Attachments

D-16638

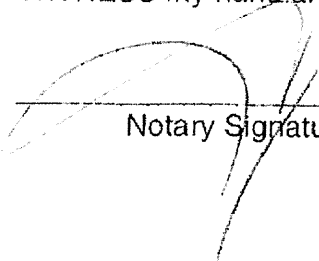
ACKNOWLEDGEMENT

State of California
County of San Bernardino (ss)

On 4-6-11, before me Sandra Lou Olson, Notary Public
personally appeared Cynthia A Vanover + Barbara Parrott
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct

WITNESS my hand and official seal.



Notary Signature



**CERTIFICATE OF ACCEPTANCE
(Government Code Section §27281)**

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the
City of Riverside, a California charter city and municipal corporation, is hereby accepted by the
undersigned officer on behalf of the City Council of said City pursuant to authority conferred by
Resolution No. 21027 of said City Council adopted September 06, 2005 and the grantee
consents to recordation thereof by its duly authorized officer.

Dated: 4-8-11

CITY OF RIVERSIDE

By: Deanna Lopez
Real Property Manager

APPROVED AS TO FORM
R. M. G. U.
DEPUTY CITY ATTORNEY

16632

EXHIBIT "A"

APN: 258-020-002, 005 & 009
FEE SIMPLE INTEREST

That certain real property located in the City of Riverside, County of Riverside, State of California, as described in Deed to Cynthia A. Vanover and James A. Jimenez, Trustee of the James A. Jimenez Family Trust, by document recorded June 9, 2004, as Document No. 440706, Official Records of said County, described as follows:

Parcel 1

The West half of the Northeast quarter of the Northwest quarter of Section 21, Township 2 South, Range 4 West, San Bernardino Meridian, according to an Official Plat of said land filed in the District Land Office, June 9, 1880;

EXCEPTING THEREFROM that portion described as follows:

Beginning on the East line of the West half of the Northeast quarter of the Northwest quarter of said Section, 165.00 feet North 00°06'00" West of the Southeast corner thereof;

Thence North 89°53'00" West, 150.00 feet;

Thence North 00°06'00" West, 125.00 feet;

Thence South 89°53'00" East, 150.00 feet to a point on said East line;

Thence South 00°06'00" East, 125.00 feet on said East line to the point of beginning;

ALSO EXCEPTING THEREFROM that portion described as follows:

Beginning on the South line of the West half of the Northeast quarter of the Northwest quarter of said Section, 228.00 feet North 89°53'00" West of the Southeast corner thereof;

Thence continuing North 89°53'00" West, 150.00 feet on said South line;

Thence Northeast in a direct line to a point 275.00 feet North 89°53'00" West of a point on the East line of the West half of the Northeast quarter of the Northwest quarter of said Section, North 00°06'00" West, 165.00 feet from the Southeast corner thereof;

Thence South 89°53'00" East, 100.00 feet;

Thence Southwest in a direct line to the point of beginning;

ALSO EXCEPTING THEREFROM the Southerly rectangular 20.00 feet of the remainder of the West half of the West half of the Northeast quarter of the Northwest quarter of said Section.

Parcel 2

The East 84.00 feet of the South 300.00 feet of the Northwest quarter of the Northwest quarter of Section 21, Township 2 South, Range 4 West, San Bernardino Meridian, according to an Official Plat of said land filed in the District Land Office, June 9, 1880;

EXCEPTING THEREFROM the Southerly rectangular 20.00 feet;

ALSO EXCEPTING THEREFROM that portion of land lying Westerly of Easterly line of Parcel Map on file in Book 17 of Parcel Maps at Page 96 thereof, Records of Riverside County, California.

Parcel 3

The Northwest quarter of the Northwest quarter of Section 21, Township 2 South, Range 4 West, San Bernardino Meridian, according to the Official Plat thereof;

EXCEPTING THEREFROM the South 300.00 feet of the Southeast quarter of the Northwest quarter of the Northwest quarter of said Section 21;

ALSO EXCEPTING THEREFROM that portion deeded to the County of Riverside by right of way deed recorded December 29, 1942 in Book 564, Page 171, Official Records of Riverside County, California, described as follows:

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All the land in said Northwest quarter of the Northwest quarter of Section 21, which is within 30.00 feet of the following described centerline;

Beginning at the West quarter corner of said Section 21;

Thence North 00°19'00" West, 788.58 feet along the Section line, to the beginning of a curve, concave to the Southeast, having a central angle of 42°06'00" and a radius of 200.00 feet;

Thence along said curve, 146.95 feet;

Thence North 41°47'00" East, 134.99 feet to the beginning of a curve, concave to the Northwest, having a central angle of 28°15'00" and a radius of 250.00 feet;

Thence along said curve, 123.26 feet;

Thence North 13°32'00" East, 99.73 feet to the beginning of a curve concave to the Southeast, having a central angle of 20°30'00" and a radius of 200.00 feet;

Thence along said curve, 107.34 feet;

Thence North 34°02'00" East, 15.92 feet to the beginning of a curve concave to the West, having a central angle of 75°00'00" and a radius of 250.00 feet;

Thence along said curve, 327.25 feet;

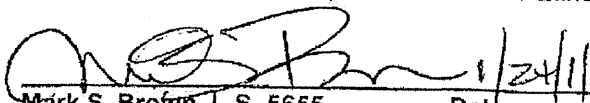
Thence North 40°58'00" West, 387.16 feet to the beginning of a curve, concave to the Northeast, having a central angle of 40°39'30" and a radius of 300.00 feet;

Thence along said curve, 212.89 feet to a point on the Westerly line of said Section 21;

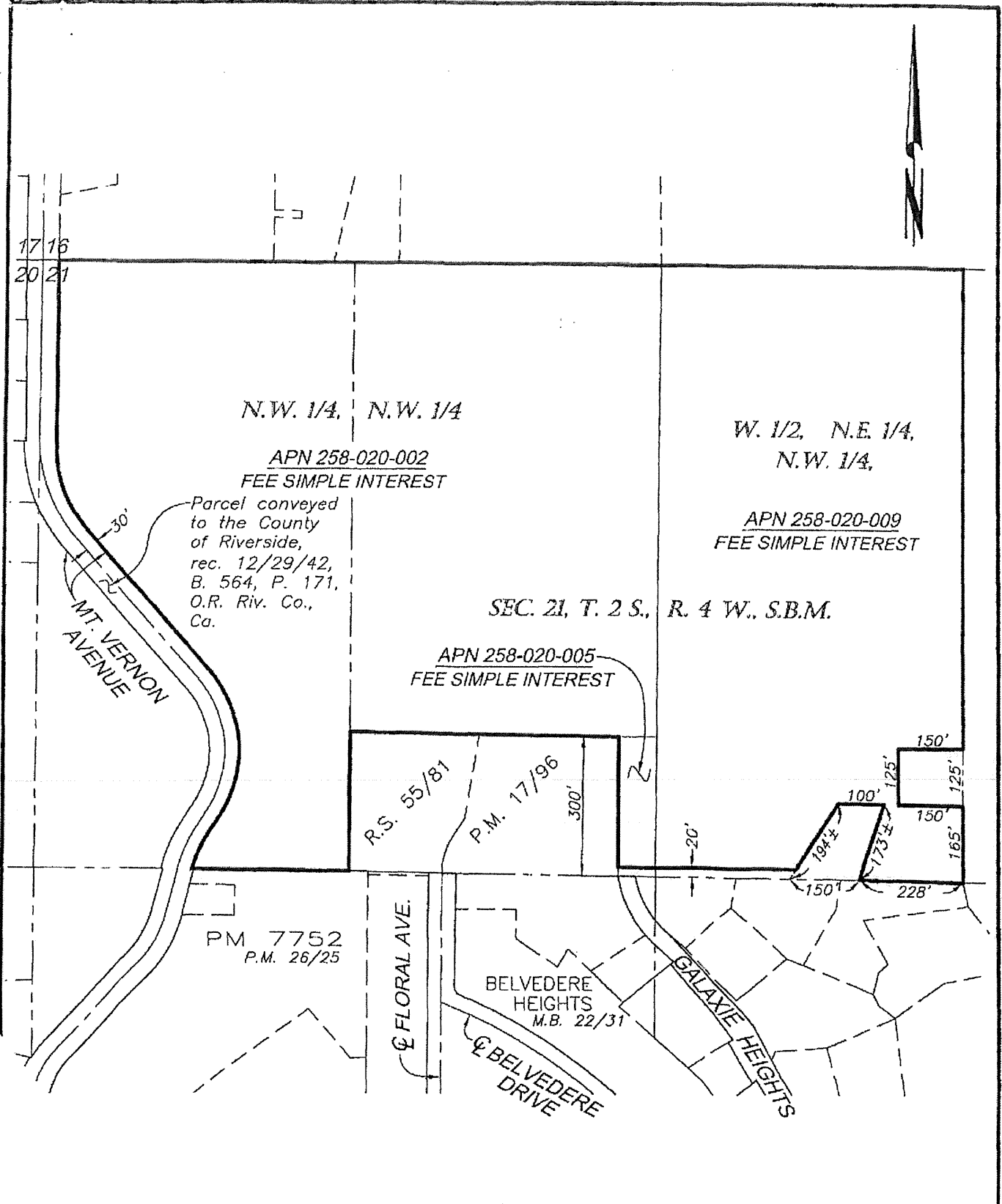
Thence North 00°19'00" West, 397.87 feet, along the Section line to the Northwest corner of said Section 21;

ALSO EXCEPTING THEREFROM that portion thereof lying Westerly of the West line of Mt. Vernon Avenue.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.


Mark S. Brown, L.S. 5655 Date 1/24/11 Prep. E.S.V.
License Expires 9/30/11





• CITY OF RIVERSIDE, CALIFORNIA •

FOR AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE INSTRUMENT, IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

BY: EV DATE: 1/14/11

SUBJECT: N 1/2, NW 1/4, SECTION 21

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY 1990

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;

and in addition, as to an insured lender only:

5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage, said mortgage being shown in Schedule B in the order of its priority;
7. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule B, or the failure of the assignment shown in Schedule B to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

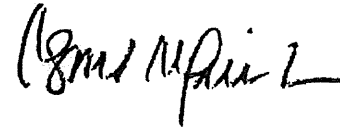
The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:
CHICAGO TITLE COMPANY
560 E. HOSPITALITY LANE
SAN BERNARDINO, CA 92408
(909) 884-0448

CHICAGO TITLE INSURANCE COMPANY

By:



President

ATTEST:



Secretary



 ORIGINAL

POLICY OF TITLE INSURANCE

SCHEDULE A

Amount of Insurance: \$ 325,000.00
Premium: \$ 1,258.00
Date of Policy: April 15, 2011 at 8:00 am

1. Name of Insured:

City of Riverside, a California charter city and municipal corporation

2. The estate or interest in the land which is covered by this policy is:

A Fee

3. Title to the estate or interest in the land is vested in:

City of Riverside, a California charter city and municipal corporation

4. The land referred to in this policy is described on the attached exhibit.

Countersigned by:



Authorized Signatory

SCHEDULE A
(continued)

EXHIBIT "A"

PARCEL 1

THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO AN OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE, JUNE 9, 1880;

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION, 165.00 FEET NORTH 00° 06' 00" WEST OF THE SOUTHEAST CORNER THEREOF;

THENCE NORTH 89°53'00" WEST, 150.00 FEET;

THENCE NORTH 00°06'00" WEST, 125.00 FEET;

THENCE SOUTH 89°53'00" EAST, 150.00 FEET TO A POINT ON SAID EAST LINE;

THENCE SOUTH 00°06'00" EAST, 125.00 FEET ON SAID EAST LINE TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION, 228.00 FEET NORTH 89°53'00" WEST OF THE SOUTHEAST CORNER THEREOF;

THENCE CONTINUING NORTH 89°53'00" WEST, 150.00 FEET ON SAID SOUTH LINE;

THENCE NORTHEAST IN A DIRECT LINE TO A POINT 275.00 FEET NORTH 89°53'00" WEST OF A POINT ON THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION, NORTH 00°06'00" WEST, 165.00 FEET FROM THE SOUTHEAST CORNER THEREOF;

THENCE SOUTH 89°53'00" EAST, 100.00 FEET;

THENCE SOUTHWEST IN A DIRECT LINE TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM THE SOUTHERLY RECTANGULAR 20.00 FEET OF THE REMAINDER OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION.

PARCEL 2

THE EAST 84.00 FEET OF THE SOUTH 300.00 FEET OF THE NORTHWEST QUARTER OF THE

SCHEDULE A

(continued)

NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO AN OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE, JUNE 9, 1880;

EXCEPTING THEREFROM THE SOUTHERLY RECTANGULAR 20.00 FEET;

ALSO EXCEPTING THEREFROM THAT PORTION OF LAND LYING WESTERLY OF EASTERLY LINE OF PARCEL MAP ON FILE IN BOOK 17 OF PARCEL MAPS AT PAGE 96 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF;

EXCEPTING THEREFROM THE SOUTH 300.00 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 21;

ALSO EXCEPTING THEREFROM THAT PORTION DEEDED TO THE COUNTY OF RIVERSIDE BY RIGHT OF WAY DEED RECORDED DECEMBER 29, 1942 IN BOOK 564, PAGE 171, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THE LAND IN SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, WHICH IS WITHIN 30.00 FEET OF THE FOLLOWING DESCRIBED CENTERLINE;

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 21;

THENCE NORTH 00°19'00" WEST, 788.58 FEET ALONG THE SECTION LINE, TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF 42°06'00" AND A RADIUS OF 200.00 FEET;

THENCE ALONG SAID CURVE, 146.95 FEET;

THENCE NORTH 41°47'00" EAST, 134.99 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A CENTRAL ANGLE OF 28°15'00" AND A RADIUS OF 250.00 FEET;

THENCE ALONG SAID CURVE, 123.26 FEET;

THENCE NORTH 13°32'00" EAST, 99.73 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF 20°30'00" AND A RADIUS OF 200.00 FEET;

THENCE ALONG SAID CURVE, 107.34 FEET;

SCHEDULE A
(continued)

THENCE NORTH 34°02'00" EAST, 15.92 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST, HAVING A CENTRAL ANGLE OF 75°00'00" AND A RADIUS OF 250.00 FEET;

THENCE ALONG SAID CURVE, 327.25 FEET;

THENCE NORTH 40°58'00" WEST, 387.16 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A CENTRAL ANGLE OF 40°39'30" AND A RADIUS OF 300.00 FEET;

THENCE ALONG SAID CURVE, 212.89 FEET TO A POINT ON THE WESTERLY LINE OF SAID SECTION 21;

THENCE NORTH 00°19'00" WEST, 397.87 FEET, ALONG THE SECTION LINE TO THE NORTHWEST CORNER OF SAID SECTION 21;

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF LYING WESTERLY OF THE WEST LINE OF MT. VERNON AVENUE.

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

PART I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

PART II

- A. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Part 0.5, Chapter 3.5 or Part 2, Chapter 3, Articles 3 and 4 respectively (commencing with Section 75) of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A; or as a result of changes in ownership or new construction occurring prior to date of policy.
 1. Water rights, claims or title to water, whether or not disclosed by the public records.
 2. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of:	A.H. William and H.P. Kyes
Purpose:	Pipe line
Recorded:	January 2, 1881 in Book "P", Page 391, of Agreements
Affects:	That portion of said land as described in the document attached hereto.

SCHEDULE B

(continued)

3. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: Edward Foye Sheffield
Purpose: Pipe line
Recorded: January 11, 1926 in Book 658, Page 423, of Deeds
Affects: That portion of said land as described in the document attached hereto.

4. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: Secondo Cassins and Mary Cassins
Purpose: Pipe lines
Recorded: July 15, 1935 in Book 238, Page 301, of Official Records
Affects: That portion of said land as described in the document attached hereto.

5. Covenants, conditions and restrictions (but omitting any covenant or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law) as set forth in the document

Recorded: March 25, 1964 as Instrument No. 36812, in Book 3646, Page 545, of Official Records

Note: Section 12956.1 of the government code provides the following: "If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

Among other things, said document provides:

An easement for roadway and utilities as set forth therein

SCHEDULE B
(continued)

6. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: City of Riverside
Purpose: Water line, electrical and communication facilities
Recorded: January 29, 1971, as Instrument No. 9395, of Official Records
Affects: That portion of said land as described in the document attached hereto.

7. A document entitled "Agreement", dated April 30, 1986 executed by and between James S. Earley and Elizabeth B. Earley and A.C. Nejedly, subject to all the terms, provision(s) and conditions therein contained, recorded May 2, 1986 as Instrument No. 102207, of Official Records.

8. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: A.C. Nejedly and Shirley J. Nejedly, Trustees of the Nejedly Family 1993 Living Trust under Declaration of Trust dated April 6, 1993
Purpose: Ingress, egress and utilities
Recorded: March 29, 1996 as Instrument No. 112397, of Official Records
Affects: That portion of said land as described in the document attached hereto.

END OF SCHEDULE B

116638

which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to that insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by an insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of such insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of such insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, an insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for this purpose. Whenever requested by the Company, an insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of an insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of an insured claimant to provide the required proof of loss or damage, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, an insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by an insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of an insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information

from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that insured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) in case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of the option provided for in paragraph a(i), all liability and obligations to the insured under this policy, other than to make the payment required in that paragraph, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

Upon the exercise by the Company of the option provided for in paragraph a(ii) the Company's obligation to an insured lender under this policy for the claimed loss or damage, other than the payment required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (b)(ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy to an insured lender shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2 (c) of these Conditions and Stipulations;

(ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or

(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the insured lender has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(c) The liability of the Company under this policy to an insured owner of the estate or interest in the land described in Schedule A shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(d) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

16638