

ENCROACHMENT PERMIT

Pursuant to action of the City Council of the City of Riverside at its meeting of permission is hereby granted to Phyllis Button Felix, Ruth Button Ritchie, Stewart Dever Button and Wm. Bruce Button

their heirs and assigns, hereinafter referred to as "Permittee" to use and occupy the following described property:

That portion of the public right-of-way in the parkway in front of 3452 University Avenue (formerly Eighth Street) as shown on the attached drawing which is made a part of this permit.

in accordance with the terms hereof.

1. Permittee shall use and occupy the described property only in the manner and for the purposes as follows:

For the construction of footings as shown in red on the said attached drawing.

1. (a) The Permittee agrees to replace any sidewalk or other improvements disturbed by said construction to the condition they existed prior to this construction.
- (b) The Permittee agrees to replace, relocate and repair any utilities encountered at no expense to the City and to the specifications of the respective utility company.

2. Permittee, by acceptance of the benefits hereunder, acknowledges title to the property to be in the City of Riverside and waives any right to contest the validity of the dedication or grant.

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3. Permittee acknowledges that the described property is the site of a proposed or planned public improvement and that, accordingly, all rights and privileges of use permitted shall cease and expire upon notice of revocation by the City. Upon the expiration or revocation, Permittee shall within the time prescribed by the City, remove all improvements or obstructions placed, constructed or maintained by the Permittee. If the Permittee fails to abide by the removal order of the City within the time prescribed the City shall have the right to remove and destroy the improvements without reimbursement to the Permittee and the cost of such removal shall be paid by the Permittee to the City of Riverside and shall constitute a debt owed to the City of Riverside.

4. Permittee, by acceptance hereof, waives the right of claim, loss, damage or action against the City of Riverside arising out of or resulting from revocation, termination, removal of the improvements or any action of the City of Riverside, its officers, agents or employees taken in accordance with the terms hereof.

5. Finding and determination by the City Council of the City of Riverside that the Permittee, or his heirs and assigns or successors in interest, are in default of the terms hereunder shall be cause for revocation.

DATED: Sept. 26, 1967

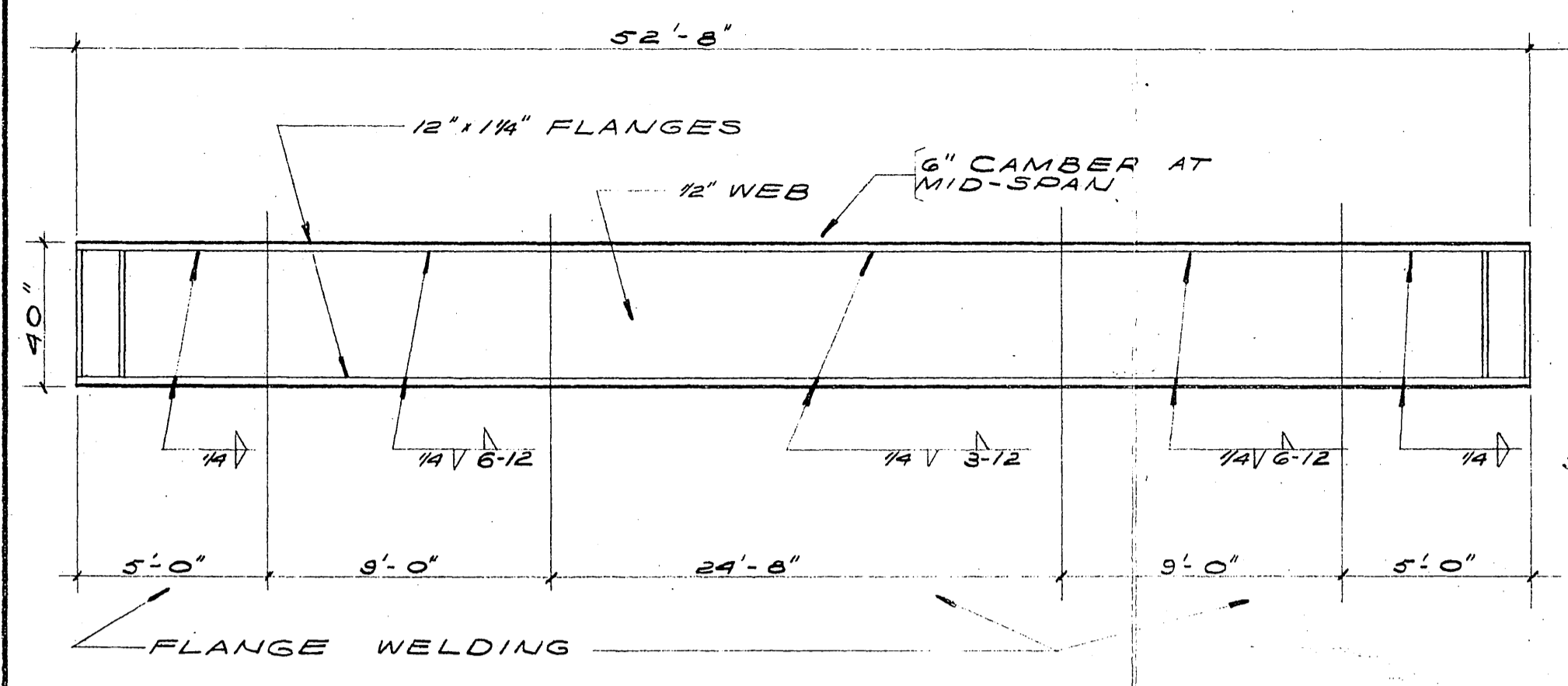
CITY OF RIVERSIDE, a municipal corporation
By [Signature] Mayor
Attest Virginia J. Strohecker City Clerk

The foregoing is accepted by:

[Signature]
~~Phyllis Button Felix~~
~~Ruth Button Ritchie~~ By [Signature], attorney in fact.
~~Ruth Button Ritchie~~
~~Stewart Dever Button~~
~~Wm. Bruce Button~~
Wm. Bruce Button

APPROVED AS TO FORM:

[Signature]
City Attorney

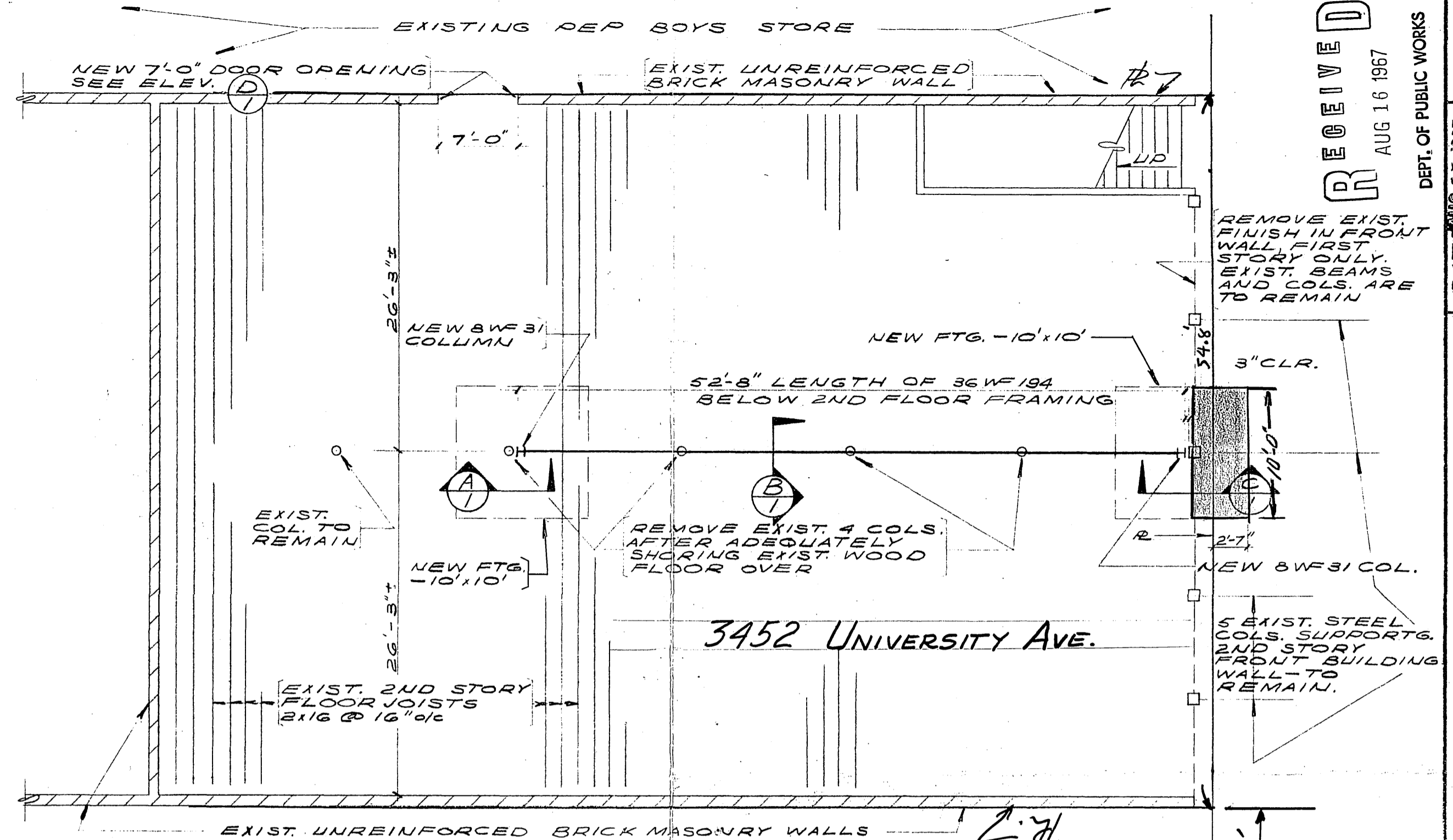


FABRICATION OF THIS GIRDER SHALL BE IN A SHOP APPROVED BY THE BUILDING DEPT. - WORK SHALL BE PERFORMED BY CERTIFIED WELDERS

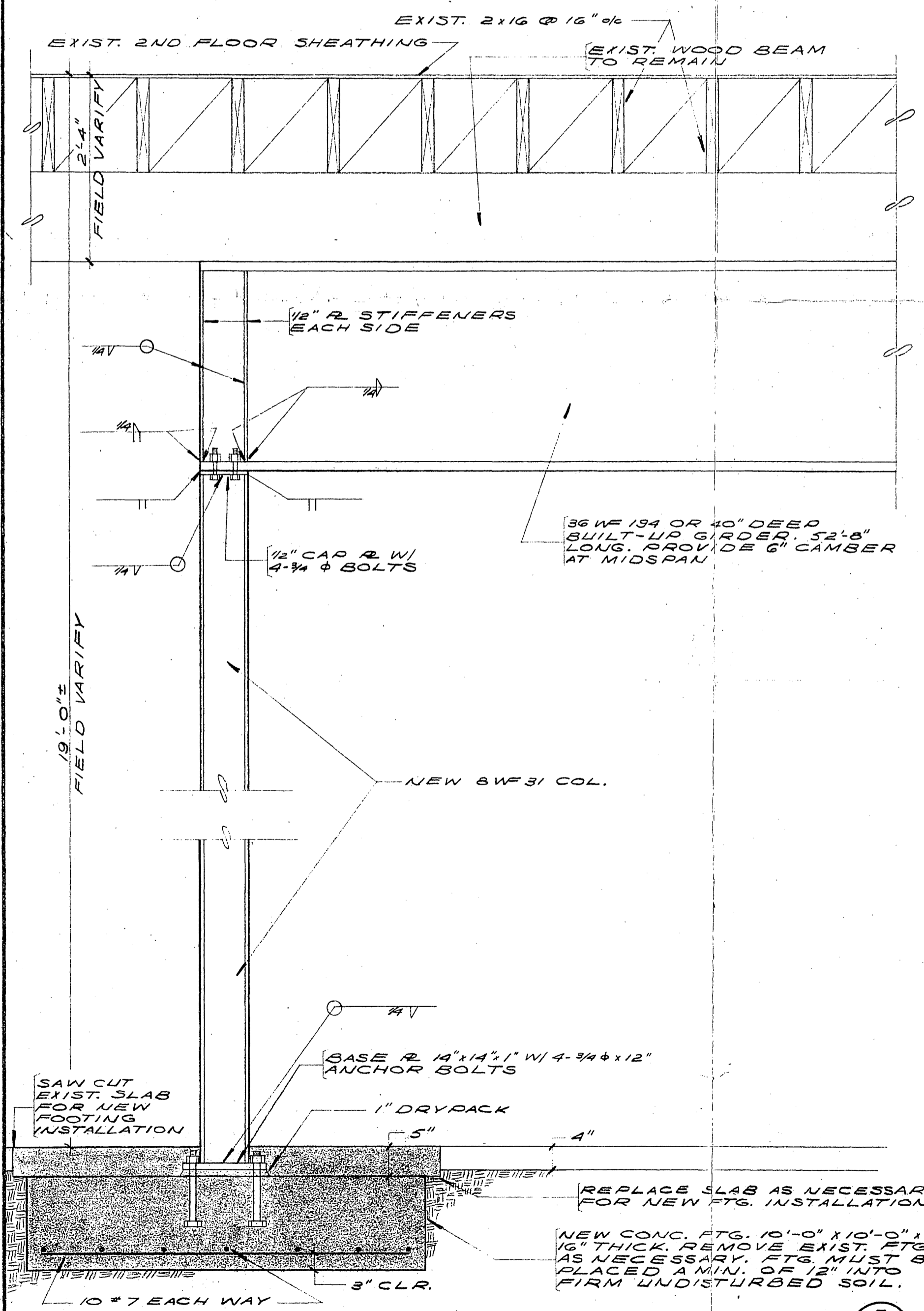
ELEVATION OF ALTERNATE BUILT-UP GIRDER
N.T.S.

GENERAL NOTES

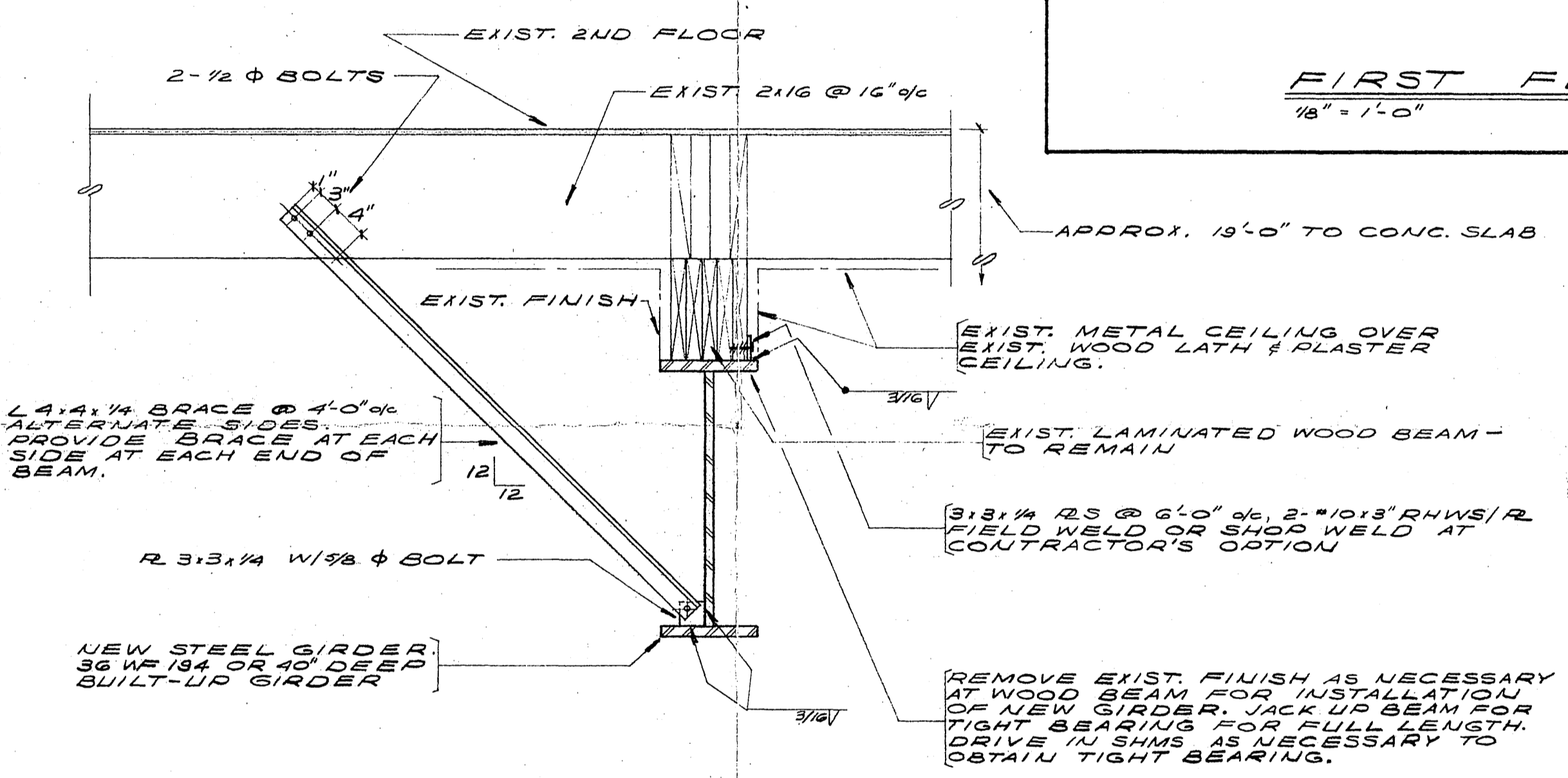
1. THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND CONDITIONS BEFORE STARTING WORK AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES BEFORE STARTING WORK. HE SHALL BE RESPONSIBLE FOR ANY ERRORS RESULTING FROM HIS FAILURE TO DO SO.
2. ALL CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE MINIMUM REQUIREMENTS OF THE LOCAL BUILDING CODES.
3. THE STRUCTURE IS A STABLE UNIT WHEN ALL COMPONENTS OF IT ARE IN PLACE. THEREFORE THE CONTRACTOR SHALL PROVIDE ALL NECESSARY SHORING, BRACING, ETC. REQUIRED TO INSURE STABILITY OF EACH AND ALL PARTS DURING CONSTRUCTION. NO PROCEEDURE AND DAMAGE TO THE STRUCTURE BECAUSE OF FAILURE TO DO SO WILL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE.
4. EXTREME CARE SHALL BE EXERCISED TO AVOID DISTURBING BEARING OF EXISTING BRICK OR CONCRETE WALLS, CONCRETE SLABS AND FOOTINGS THAT WILL REMAIN IN PLACE.
5. REINF. STEEL SHALL BE "INTERMEDIATE GRADE" NEW BILLET STEEL CONFORMING TO A.S.T.M. SPECS. "A303".
6. CONCRETE MIX SHALL DEVELOP A STRENGTH OF 3000 PSI. AT THE END OF 28 DAYS.
7. STRUCTURAL STEEL A.S.T.M. A-36.
8. DESIGN SOIL PRESSURE = 1000 P.S.F.



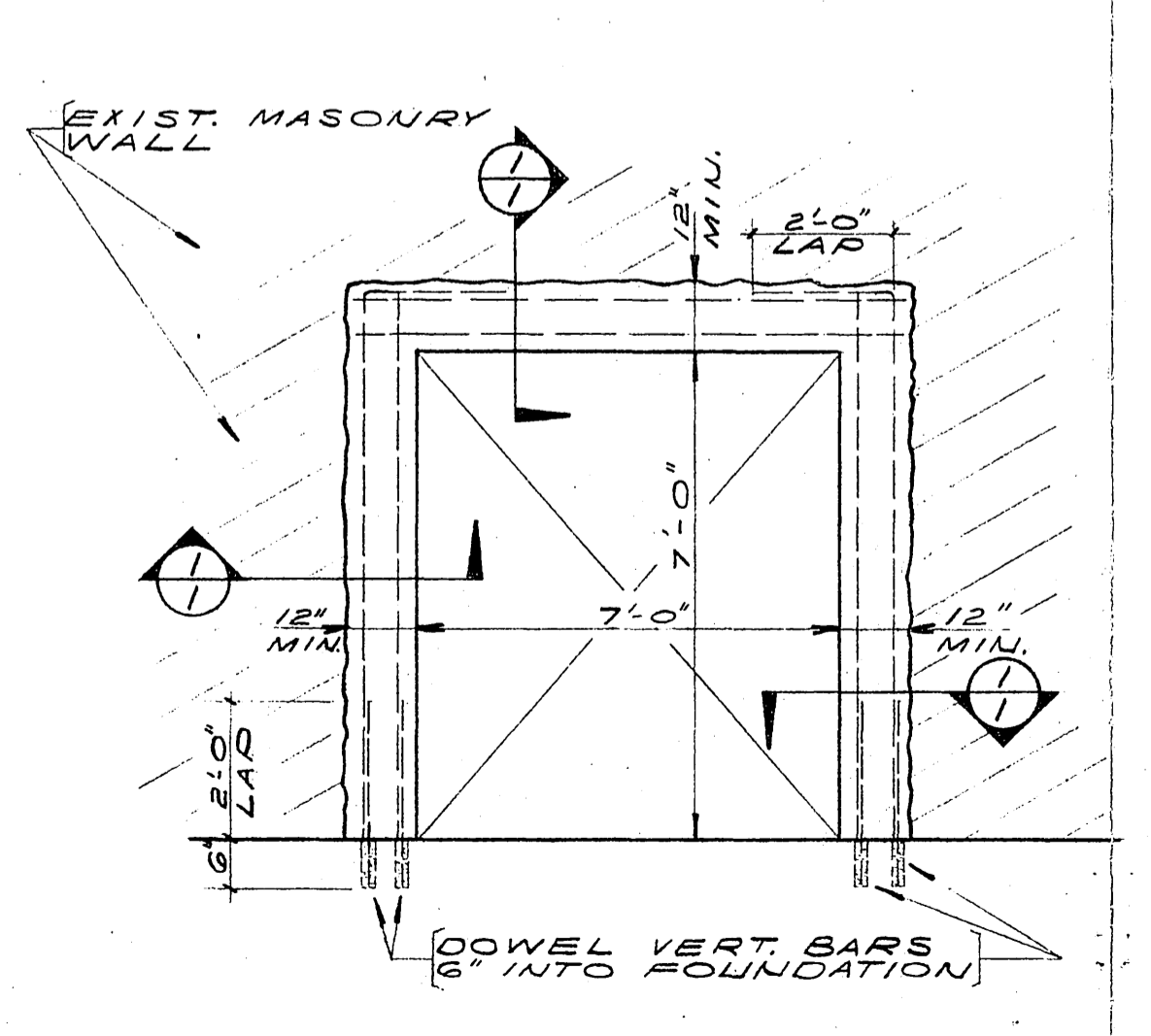
FIRST FLOOR PLAN
1/8" = 1'-0"



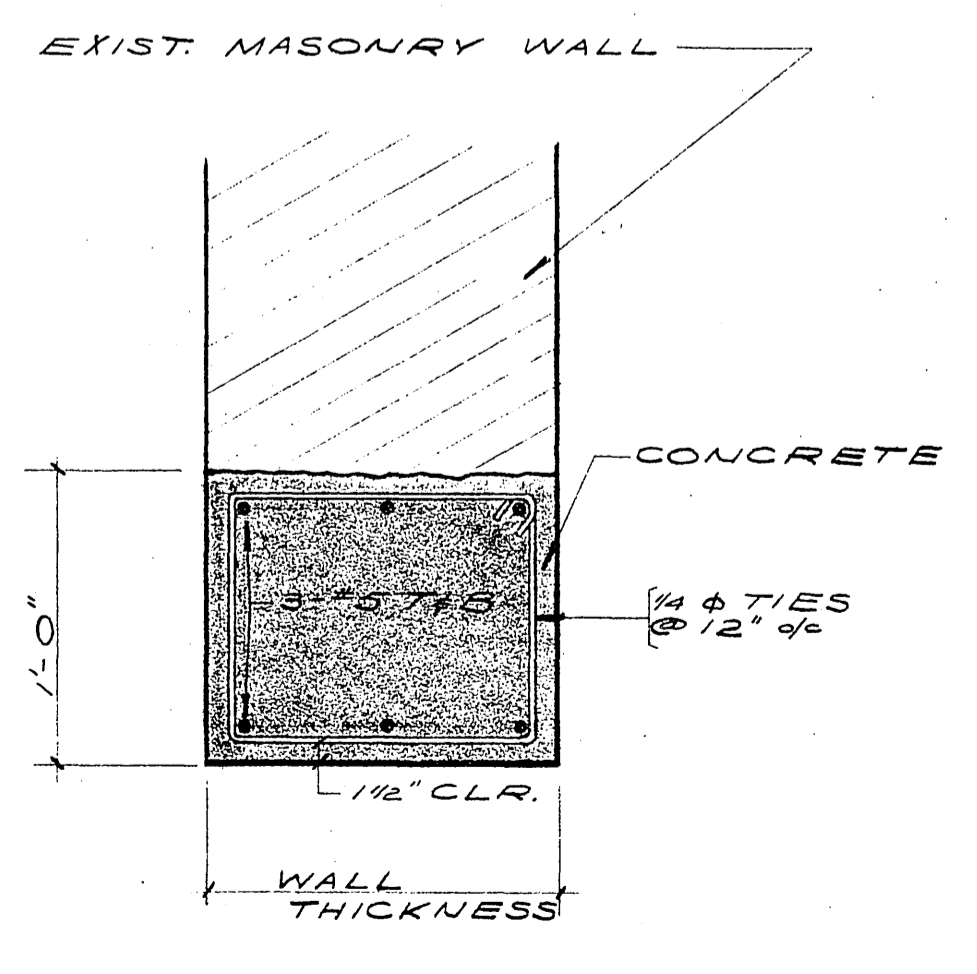
SECTION A
3/4" = 1'-0"



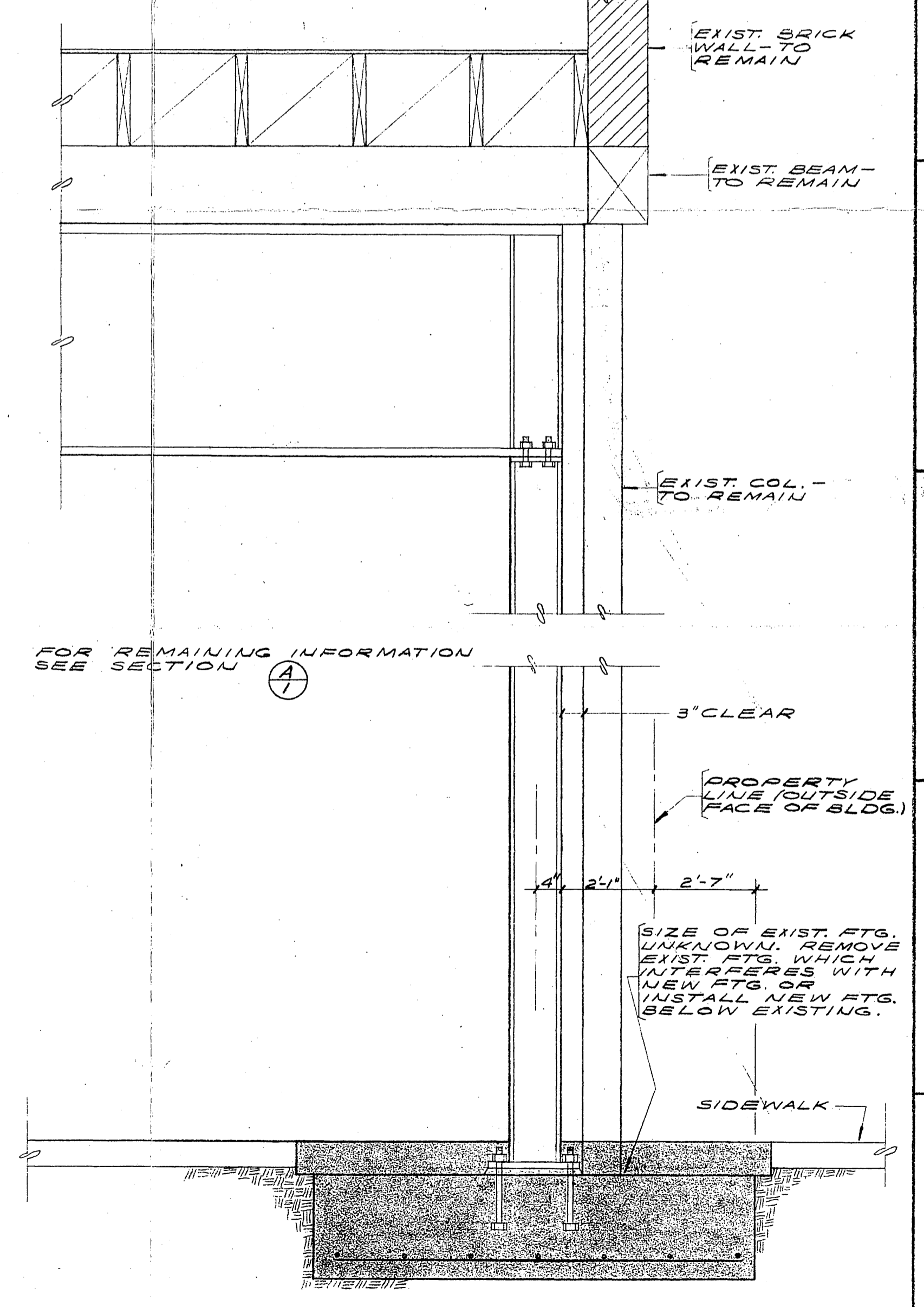
SECTION B
3/4" = 1'-0"



ELEVATION D
3/8" = 1'-0"



DETAIL I
1 1/2" = 1'-0"



SECTION C
3/4" = 1'-0"

RECEIVED
AUG 16 1967
DEPT. OF PUBLIC WORKS

DATE: AUG 15 1967
SHEET
DRAWN: BRIDGE
CHECKED: JMS
SCALE: NOTED

REMODEL OF FUTURE -
PEP BOYS STORE
RIVERSIDE, CALIFORNIA

STANBIDGE & JACOBI
STRUCTURAL ENGINEERS
John Stanbridge, P.E.

67-67

COUNCIL

As Encroachment permit form attached
White's initials

Public Works Dept.		
	Initial	Info. / Action
Director	<i>[Signature]</i>	
Assistant	<i>[Signature]</i>	
Building		
Traffic		
Airport		
Off. Engr	<i>[Signature]</i>	
Cap. Proj.		
1911 Act		
Plan Chk.	<i>[Signature]</i>	
Rt. of W		
Inspection		
Survey		
Clerical		
File		

August 31, 1967

Steinbrugge & Moon
500 East "E" Street
Ontario, California

Attention: John Steinbrugge

Re: Encroachment Permit at
3452 University Avenue

Buttonget al

Ench. Perm.

C
O
P
Y

Dear Mr. Steinbrugge:

Enclosed is the Encroachment Permit you requested on August 3, 1967.

Please note that this permit must be signed by the owners of the property, then returned to Mr. White of this office for submission to the City Council for their approval and execution.

One copy of this Encroachment Permit will be returned to the property owner for his records.

Please execute each of the enclosed forms.

If you have any questions, feel free to contact Mr. White of this office at 787-7341.

Very truly yours,

J. F. MARTINEK
Public Works Director

By WILLIAM D. GARDNER
Assistant City Engineer

AFW:WDG:jh

Enclosure

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September 21, 1967

VIRGINIA STROHECKER, CITY CLERK

WILLIAM D. GARDNER, ASSISTANT CITY ENGINEER

ENCLOSED PERMIT FOR STEWART D. BUTTON, ET AL

This Department recommends that approval be given the attached Encroachment Permit executed by Stewart Button, et al, to construct the footing of a building support within the street right-of-way in front of 3452 University Avenue (formerly Eighth Street).

After City Council approval and execution by the City, please call Mr. Stewart Button at 688-1617 so that he may come in and pick up his copy of the executed permit and the lease for the building may be signed.

Thank you,

AFW:WDG:jh

Enclosure

cc: City Manager

*Jim
On 9/26
agenda,
pending your
OK -
Bill*

Public Works Dept.		Initial	Info.	Action
Director		<i>Jim</i>		<input checked="" type="checkbox"/>
Assistant		<i>W.D.G.</i>		<input checked="" type="checkbox"/>
Building				
Traffic				
Airport				
Off. Engr		<i>W.D.G.</i>		<input checked="" type="checkbox"/>
Cap. Proj.				
1911 Act				
Plan Chk.		<i>W.D.G.</i>		<input checked="" type="checkbox"/>
Rt. of W.				
Inspection				
Survey				
Clerical				
Wans	<i>Wans</i>	<i>Wans</i>		<input checked="" type="checkbox"/>
File				<input checked="" type="checkbox"/>

*Enclosures
General*

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THIS AGREEMENT made and entered into as of the
29 day of July, 1950, by, between and among
W. BIRD BUTTON, MARY LUTON MITCHEY, PHYLLIS BUTTON FELLIX,
and STEWART BEVIER BUTTON, as residuary legatees named in
the last Will and Testament of W. STEWART BUTTON, Deceased,
and in their respective individual capacities,

WITNESSETH:

WHEREAS, Pursuant to a Decree of Final Distribu-
tion given and made in and by the Superior Court of the
State of California in and for the County of Riverside, on
the 28th day of November, 1949, in the Matter of the Estate
of W. STEWART BUTTON, Deceased, all the certain real property
situated in the City of Riverside, County of Riverside,
State of California, more particularly described as follows:

Parcel 1: One-half of all that portion of Block
7, Range 3 of the Town of Riverside, as
shown by Map recorded in Book 7, page 17
of Maps, Records of San Bernardino County,
California, California, particularly
described as follows:

Beginning at the Southwest corner of
said block;

thence east along the Northerly line
of Eighth Street, 272 feet;

thence at a right angle Northerly,
parallel with Elm Street, 118 feet;

thence at a right angle westerly parallel
with Eighth Street, 272 feet to the westerly
line of Elm Street;

thence southerly along the westerly line
of Elm Street, 118 feet to the point of
beginning.

Parcel 2: Commencing at a point on the southerly
line of Eighth Street, 180 feet westerly
from the southwest corner of Block 8,
as shown by Map of the Town of
Riverside, recorded in Book 7, page 17 of
Maps, records of San Bernardino County,
California;

thence westerly along the southerly
line of Eighth Street, 84 feet and 2 inches;

thence at a right angle southerly,
180 feet;

thence at a right angle easterly, 84
feet 2 inches;

thence at a right angle northerly, 180
feet to point of beginning.

OCT 5 1950

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THE STATE OF CALIFORNIA)
 COUNTY OF SAN BERNARDINO)
 I, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of the County of San Bernardino, California.
 Given under my hand and seal of office this 1st day of October, 1942.

Parcel 3: Lot 2 in Block 73 of Arlington Heights, as shown by map recorded in Book 11, pages 20 and 21 of Maps, Records of San Bernardino County, California.
 Together with 18 shares of the Capital Stock of the Gage Canal Company.

Parcel 4: One-half of all that certain real property situated in the County of Riverside, State of California, described as follows:
 West half of Southwest quarter of Southwest quarter of Section 30, Township 6 South, Range 9 East, San Bernardino Base and Meridian, as shown by United States Survey.

Parcel 5: One-half of all that certain real property situated in the County of Riverside, State of California, described as follows:
 Easterly one-half of Lot 15 of Coachella Land and Water Company's Subdivision of Section 16, Township 6 South, Range 8 East, as shown by map on file in Book 4, page 53 of Maps, records of Riverside County, California.

Parcel 6: All that real property situated in the City of Long Beach, County of Los Angeles, State of California, described as follows:
 Lots Twenty-one (21) and Twenty-two (22) in Block Forty-three (43) of the Inner Harbor Tract, in the City of Long Beach, County of Los Angeles, State of California, as per map recorded in the Office of the Recorder of said County in Book 8, Pages 62 and 63 of Maps.

Parcel 7: An undivided one-half interest in and to all that certain real property situated in the City of Riverside, County of Riverside, State of California, subject to the life estate in favor of ANNE T. HENNING, and described as follows:
 Lot 2 of A. C. Allen's subdivision of Block 5, Range 9, Town of Riverside, as shown on map of said subdivision, on file in Book 4, page 13 of Maps, Records of Riverside County, California.

All of said real property hereinabove described is subject to all rights-of-way, easements, conditions, encumbrances, restrictions and actions at law now of record; and
 WHEREAS, it is the desire of each of the undersigned that all of said real property shall remain intact, and stand

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FIGURE 2: [Illegible text]
 FIGURE 3: [Illegible text]
 FIGURE 4: [Illegible text]

in the respective names of the parties hereto as tenants in
 common and not as joint tenants, during the respective life-
 times of the parties hereto or until said real property or
 any portion thereof is sold with the written consent of each
 of the parties hereto, or unless it is sold as hereinafter
 provided in the event of the death of any one of the parties
 hereto.

NOW, THEREFORE, for value received, we and each
 of us do hereby agree as follows: That none of said real
 property or any portion thereof, shall be sold or disposed
 of without the written consent of the parties hereto or the
 consent of the Attorneys in fact of any of the parties
 hereto during our respective lifetimes, except that if any
 one of the parties hereto should desire to sell his interest
 in said real property or any portion thereof, said parties
 so desiring to sell the same shall first offer to sell the
 same to the remaining parties hereto at a price which will
 then equal the appraised value thereof as such value is fixed
 and placed thereon by the Inheritance Tax Appraiser of the
 County of Riverside, State of California, then in office, and
 in the event the parties not desiring to sell their respective
 interests in said real property, or any portion thereof, shall
 fail, neglect, or refuse to pay to the parties so desiring
 to sell the same, the appraised value thereof, as fixed by
 said Inheritance Tax Appraiser, within 100 days after said
 appraisalment has been made, then the party so desiring to
 sell his interest in said real property shall be free to sell
 the same to any other person whatsoever and upon such terms
 and conditions as he or she may desire.

For the same consideration, it is further agreed
 that in the event of the death of any of the parties hereto,

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to accept the sum equal to the appraised value of the property sought to be purchased from the estate of said Decedent after tender to said executors or administrators of the appraised value thereof, then any Court having jurisdiction of the estate of said Deceased party shall be and it is hereby given express authority upon the tender, in Court, of said sum to require the executors, administrators, or legal representatives of said Deceased party to transfer and convey to the survivor or survivors, offering or tendering said sums in Court, all of the right, title, interest and estate of said Deceased party in and to the real property sought to be purchased from the estate of said Decedent.

The above and foregoing option and right of purchase as hereinabove set forth shall remain in full force and effect during the respective lifetimes of the parties hereto and for a period of eight months from and after the death of any Deceased party.

It is further agreed that none of the parties to this Agreement shall have or be given any right to encumber their respective interests at any time during the life of this Agreement except with the consent of each of the parties hereto.

It is further agreed that during the life of this Agreement all rents or other monies derived from the operation or management of the properties hereinabove described shall be apportioned with interest of Attorney given to SAUL A. [Name] and [Name] shall be deposited in the WILLIAMS BANK, which bank is a member of the FDIC, in the name of SAUL A. [Name] and [Name] as trustees, and from the gross amount so deposited there shall be paid to each of the parties

OCT 5 1947

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In of 8th St, 27 1/2 ft th at a rt angle Wly // with Lime St, 115 ft th at a rt angle Wly // with 8th St, 27 1/2 ft to Ely ln of Lime St th Sly alg Ely ln of Lime St. 115 ft to pob

(sd parcel is subj to a Deed of Trust rcd Dec 2, 1937 in Bk 8 351/5 400 O. R. Riv as Inst No 132

(The above prop stands of rcd in the the names of W. Stewart Button and Ernest G. Button)

Parcel 2:

All that certain real prop sit in City of Riverside, standing in the name of W. Stewart Button, daf:

Comm at a pt on Sly ln of 8th St, 132 ft Wly from Nely cor of Blk 8 Rg 4 as shown by Map of Town of Riverside, Bk 7/17 Maps S. B. th Wly alg Sly ln of 8th St, 54 ft and 8 inches th at a rt angle Sly 160 ft th at a rt angle Ely 54 ft 8 inches th at a rt angle Nly 160 ft to pob

Parcel 3:

All that certain real prop sit in City of Riverside, standing in the name of W. Stewart Button, a marrd/man and desc as

Lot 2 Blk 73 of Arlington Hts, Bk 11/20-21 Maps, S. B.

TOG with 19 shares of the Capital Stock of the Gage Canal Co

Parcel 4

one-half of all that real prop sit in Co of Riv standing in

the name of ERNEST GILMAN REYNOLDS BUTTON and WILLIAM WILFRED STEWART BUTTON, daf:

W 1/2 of SW 1/4 of SW 1/4 of Sec 30, T 6S, R 9E, SBB&M, as shown by USGS

Parcel 5:

One-half of that ~~xxxxxx~~ real prop sit in Co of Riv standing in the name of W. STEWART BUTTON AND ERNEST G. BUTTON, daf: Ely 1/2 of Lot 15 of Coachella Land and Water Co Sub of Sec 16, T 6S, R 8E, Bk 4/53 Maps, Riv

Parcel 6:

Real prop sit in L. A. CO PROPERTY.

Parcel 7:

An undiv 1/2 int in and to certain real prop sit in City of Riverside, standing in the names of ERNEST GILMAN REYNOLDS BUTTON AND WILLIAM WILFRED BUTTON, and subj to a life estate in ANNETTE PLOWRIGHT BUTTON and desc as:

Lot 3 of W. S. Wilson's Resub of Blk 5 Rg 9, Town of Riverside Bk 4/90 Maps, Riv

DATED: Nov 28, 1949

A CERTIFIED COPY EXEC OK hr

No inheritance tax due

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Nov 30, 1949

3615

Superior Court, Riv Co

ORDER APPROVING FINAL ACCOUNT
OF EXECUTRIX: ORDER AUTHORIZING
PAYMENT OF ATTORNEYS' FEES:
DECREE OF FINAL DISTRIBUTION
No 10686

IN THE MATTER OF THE ESTATE OF
W. STEWART BUTTON, DEC

~~SADIE A. BUTTON, WIDOW~~
~~XXXXXX~~

OAD that sd dec died Nov 6, 1945 and at the time of his death
sd dec and his surviving widow, to wit: Sadie A. Button, were
the owners of joint tenancy real and personal property more
partic daf:
Personal property

REAL PROPERTY

All rt, title, int and estate of W. Stewart Button in and to
all certain real prop situated in City of Riverside, standing
in the names of George Sarau and Minchen H. Sarau, hs wf, as
J/Ts in and to an undiv $\frac{1}{2}$ int and of W. Stewart Button and
Sadie A. Button, hs wf, as J/Ts, in and to an undiv $\frac{1}{2}$ int more
partic daf:

Comm on Wly ln of Main St, at a pt 83 ft Sly from ~~Wly~~ NELY
cor of Blk 7 Rg 7 of Riverside, as shown by Map of the Sub of
CONT

D+E

CONT Page 2 Nov 30, 1949

Rw

3615

of sd Blk, Bk 1/54 Maps, S. B. th at a rt angle Wly and //
with Sly ln of 7th St, 150 ft to Wly ln of Lot 2 ~~xx~~ in sd Sub
th Sly alg sd Wly ln of Lot 2 and the Wly ln of Lot 3, 54.5
ft th at a rt angles Ely and // with sd Sly ln of 7th St, 150
ft to Wly ln of Main St th Nly alg sd Wly ln of Main St, 54.5
ft to pob

IT IS THEREFORE OAD that sd dec died Nov 6, 1945 and that by
reason of his death the sd Sadie A. Button became the owner
of all of sd Joint tenancy real and personal prop, as surviving
joint tenant

IT IS THEREFORE FURTHER OAD that all of the rest, remainder
and residue of the estate of sd Dec, tog with any and all
other property belonging to the estate of sd dec now now known
or discovered ~~by~~ be and the same is hereby distributed * in
equal shares to WM. BRUCE BUTTON, PHYLLIS BUTTON FELIX, RUTH
BUTTON RITCHIE and STEWART DEVER BUTTON

Sd real and personal property herein distributed to sd
residuary legatees in equal shares is more partic daf:

Parcel 1:

One-half of all that certain real prop sit in City of River-
side, standing in the names of W. Stewart Button and Ernest
G. Button, daf:

All that por of Blk 7 Rg 3 of the Town of Riverside, Bk 7/17
Maps, S. B. partic daf: Beg at SW cor of sd Blk th E alg Nly
CONT

E-174

Dated: May 5/49

EXEC: OK ps

Ack: Hayden L. Hews, Np Riv Co., May 5/49 Seal

Ret: Filer, Riverside, Calif

Filed: Hayden L. Hews

May 6, 1949

DEED

SHELDON R. WESTFALL & DORIS
G. WESTFALL, HIS WF, AS JT
TEN

SHELDON R. WESTFALL & DORIS
G. WESTFALL, HIS WF, AS TEN
IN COMMON & NOT AS JT TEN

\$10 Grant

PARCEL #1: That por of Blk 8, Rg 4 of Town of Riverside,
7/17 SB, by m&b: Beg on the Sly ln of 8th St., 84 ft Wly
from the NEly cor of sd Blk; th Wly on the Sly ln of 8th
St., 48 ft; th at r/a Sly // with the Wly ln of Lime St.,
160 ft; th at r/a Ely // with the Sly ln of 8th St., 48
ft; th at r/a Nly // with the Wly ln of Lime St., 160 ft
to the pob

Tog with int in the Ely wall of Stewart Blk adj sd prop on
the W.

PARCEL #2: That por of Blk 8, Rg 4 of Town of Riverside,
7/17 SB, by m&b: Beg at a pt on the Sly ln of 8th St., 83 ft
3 inches Wly of the NEly cor of sd Blk; th Wly on the Sly ln
of 8th St., 9 inches; th at r/a Sly // with the Wly ln of Lime
St., 160 ft; th at r/a Ely // with the Sly ln of 8th St., 9
inches; th at r/a Nly // with the Wly ln of Lime St., 160 ft
to the pob