

59696

When recorded mail to:  
City Clerk's Office  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, California 92522

RECEIVED FOR RECORD  
Mitt. Past 2 o'clock PM

MAR 14 1986

Recorded in Official Records  
of Riverside County, California

*William E. Smith*  
RECORDER  
Fees \$

FREE RECORDING

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

FOR RECORDER'S OFFICE USE ONLY

Project: RUNWAY 9 I.L.S.  
WESTERLY CLEAR ZONE

11413

CLEAR ZONE AVIGATION EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
WILLIAM EDWARD JOHN WELCH and MURIEL J. WELCH, husband and wife as community  
property as Grantors, hereby grant to the CITY OF RIVERSIDE, a municipal  
corporation of the State of California, its successors and assigns, as Grantee,  
a perpetual and assignable avigation easement over the following described real  
property lying within the Westerly Clear Zone for the Riverside Municipal  
Airport in the City of Riverside, County of Riverside, State of California:

That portion of Lot 42 of McClaskey Tract, as shown by map on file in  
Book 10, Pages 36 and 37 of Maps, records of Riverside County,  
California, described as follows:

BEGINNING at the northwest corner of said Lot;

THENCE due East 290 feet, more or less, on the northerly line of said  
Lot to the northwesterly line of Parcel 2 conveyed to the City of  
Riverside, a municipal corporation, by Deed recorded February 3, 1958  
in Book 2216, Page 57 of Official Records of Riverside County,  
California;

THENCE South 13° 06' 15" West, 300 feet, more or less, on said north-  
westerly line to the southwest corner of said Parcel 2;

THENCE North 76° 53' 45" West, on the northwesterly extension of the  
southwesterly line of said Parcel 2 to the westerly line of said Lot;

THENCE North 26° 39' West, 300.03 feet, more or less, on said westerly  
line to the point of beginning.

Area - 52,470 square feet.

The easement and rights hereby granted by Grantors to Grantee shall  
include, but not be limited to, the following:

1. For the use and benefit of the public, the right of flight for the  
passage of aircraft in the airspace above the above-described property  
together with the right to cause in said airspace such noise and such  
incidence of flight as may be inherent in the operation of aircraft  
now known or hereafter used for navigation or of flight in air, using  
said airspace taking off from, landing at or operating on the  
Riverside Municipal Airport; provided, however, the passage of air-

1652023-5

DESIGNATION APPROVAL  
*George A. Hutchins*  
City of Riverside

59696

craft shall be in the airspace above the Westerly Clear Zone approach surface to the Number 9 runway of the Riverside Municipal Airport. The Westerly Clear Zone approach surface is delineated on Exhibit "A" attached hereto and incorporated hereby in this reference and is described as follows: a trapezoidal plane with a slope of 50 to 1 (one foot vertical for each fifty feet of horizontal distance) located directly above the real property above described, which inclined plane has an elevation of 757.8 feet mean sea level at its inner and lower edge along line AA as shown on Exhibit "A".

2. The continuing and perpetual right to cut to ground level and remove trees, bushes, shrubs, or any other perennial growth or undergrowth extending into, or which in the future could infringe upon or extend into or above, the Westerly Clear Zone approach surface as hereinabove described.
3. The right to remove, raze or destroy those portions of buildings, other structures and land infringing upon or extending into the Westerly Clear Zone approach surface, together with the right to prohibit the future erection of buildings or other structures which would infringe upon or extend into said Clear Zone approach surface.
4. The right to mark and light as obstructions to air navigation, any and all structures, trees or other objects that may at any time project or extend above the Westerly Clear Zone approach surface.
5. The right of ingress to and egress from, and passage over the above-described property of Grantor for the above purposes.

The Grantors agree that they, their heirs, successors and assigns shall not hereafter erect, or permit the erection of any structure, or growth of any tree or other object upon the above-described property to a height above the Westerly Clear Zone approach surface, hereinabove described.

IT IS UNDERSTOOD AND AGREED that this easement and its rights and restrictions shall run with the land and shall be binding upon the heirs, administrators, executors, successors and assigns of Grantors and that for the purpose of this instrument the above-described real property shall be the servient tenement and the Riverside Municipal Airport shall be in the dominant tenement.

Dated OCTOBER 7, 1985

WITNESS:

*Richard H. Anderson*

WILLIAM EDWARD JOHN WELCH

*William Edward John Welch*

MURIEL J. WELCH

*Muriel J. Welch*

3M/Ja - 1/M6/Ob

APPROVED AS TO FORM  
*[Signature]*  
NOTARY PUBLIC

(Witness-Individual)

STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE } SS.

On OCTOBER 7 1985 before me, the undersigned, a Notary Public in and for  
said State, personally appeared RICHARD H. ARDREY

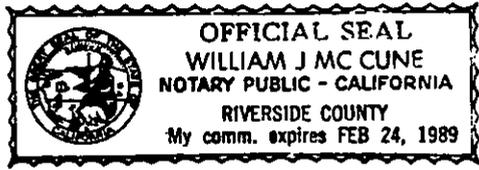
personally known to me to be the person whose name is subscribed to the within Instrument, or proved to  
be such by the oath of a credible witness who is personally known to me, as being the subscribing Witness  
thereto, said subscribing Witness being by me duly sworn,  
deposes and says: That this witness resides in

RIVERSIDE COUNTY

and that said witness was present and saw WILLIAM  
EDWARD JOHN WELCH & MURIEL J. WELCH

personally known to said witness to be the same persons  
described in and whose name subscribed to the within  
and annexed Instrument as a party thereto, execute and  
deliver the same, and that affiant subscribed his/her  
name to the within Instrument as a Witness.

WITNESS my hand and official seal.



Signed William J. McCune

(This area for official notarial seal)

CONSENT TO RECORDATION

THIS IS TO CERTIFY that the interest in real property conveyed by this annexed  
instrument dated October 7, 1985 from William Edward John Welch  
and Muriel J. Welch  
to the City of Riverside, a municipal corporation of the State of California, is  
hereby accepted by the undersigned officer on behalf of the City Council of said  
City pursuant to authority conferred by Resolution No. 14883 of said City Council  
adopted on January 25, 1983, and the grantee consents to the recordation thereof  
by its duly authorized officer.

Dated: 2/25/86

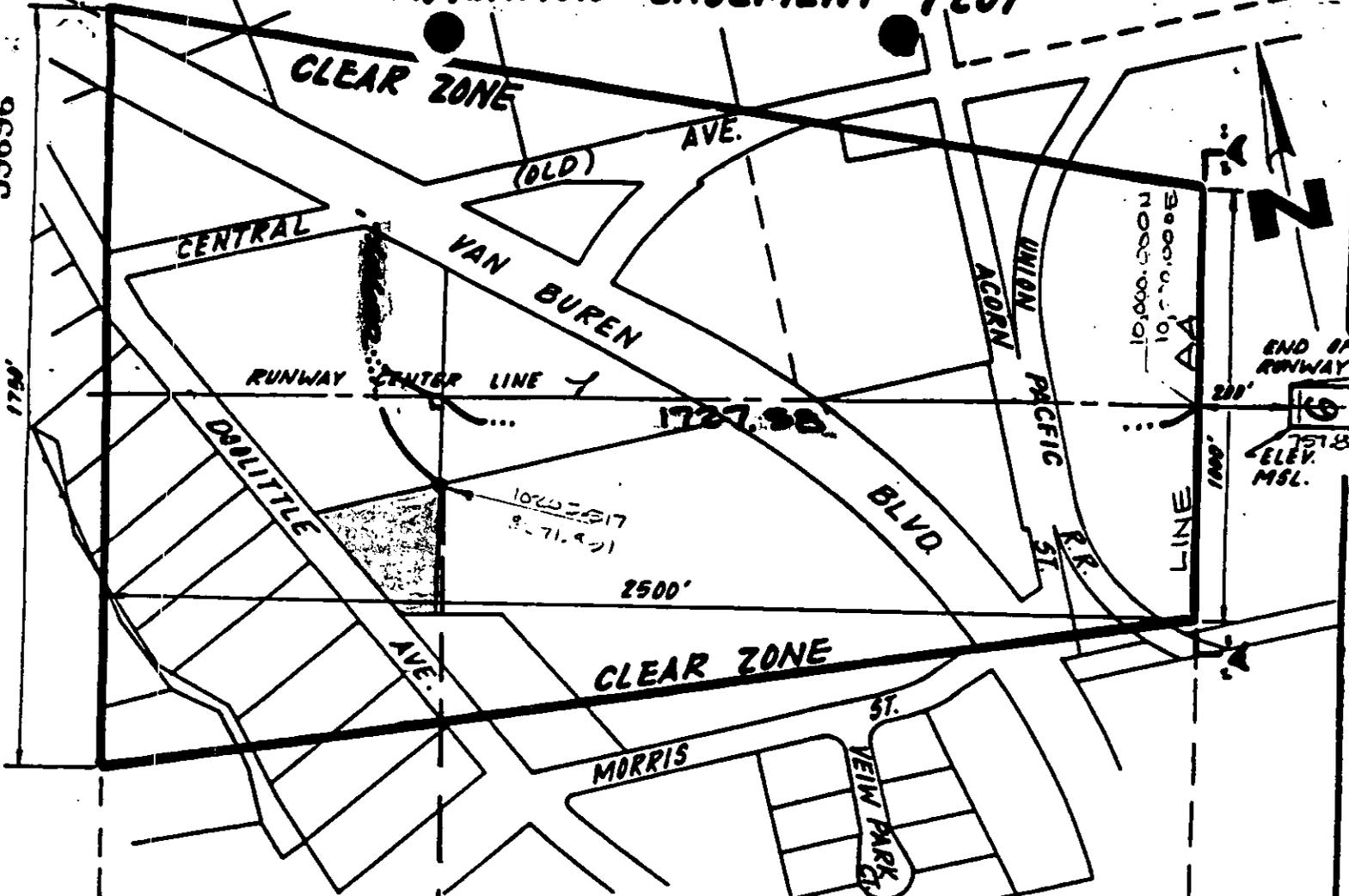
William J. McCune  
Property Services Manager

STAPLE HERE  
59696

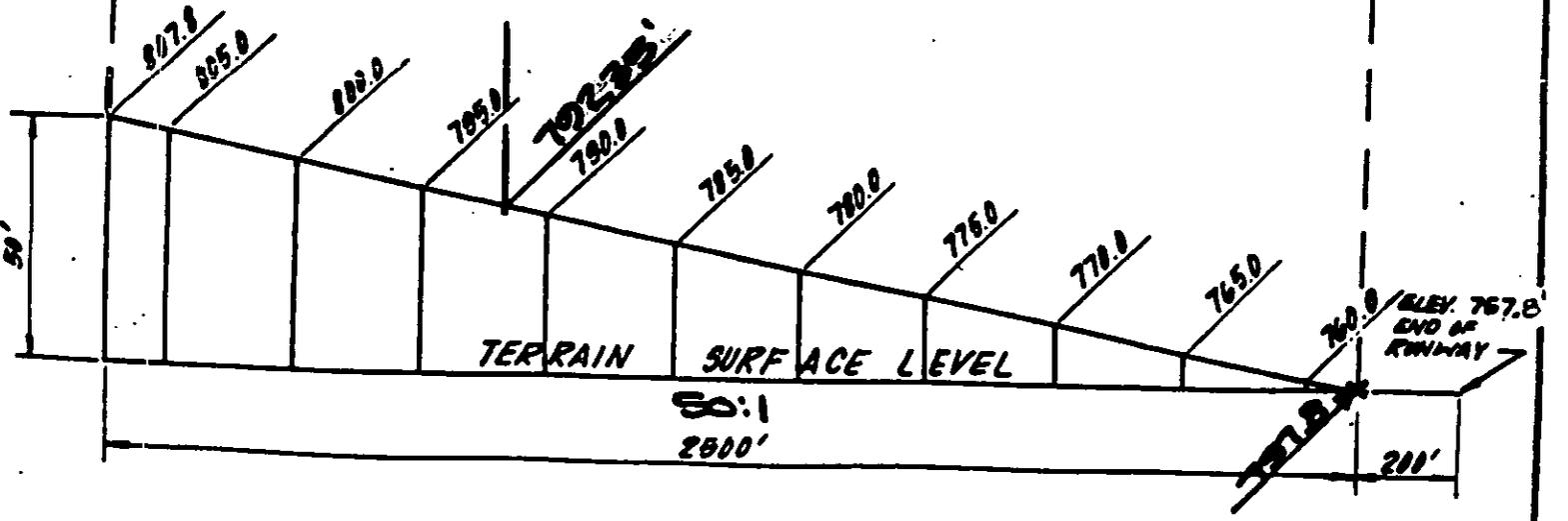
59696

AVIGATION EASEMENT PLAN

59696



PORTION OF APPROACH SURFACE ABOVE THE PORTION OF PARCEL 1 WITHIN APPROACH AREA. SHOWS ELEVATION LIMITS FOR STRUCTURES AND GROWTH.



"WELCH"

EXHIBIT-A  
 AUGUST 1966

59696

LOT 43

NORTH

S 89° 19' 34" E  
(EAST)

200' E

40' 40'

27

28

29

30

31

PART 2 OF LAND CONVEYED TO  
CITY OF RIVERSIDE 2/3/58,  
B. 2214 P. 87, O.R., RIV. CO.

LOT 42

MCCLASKEY TR.

M.B. 10/36-37  
RIV. CO.

N 76° 53' 45" W

DODD LITTLE  
AVENUE

40' 40'

MORRIS ST.

REV. 1/29/85

• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE  
ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

6/1

SCALE: 1" = 100'

DRAWN BY Wf DATE 2/12/00

SUBJECT RUNWAY 9, ILS. W/4 CURVE ZONE

TO ALICE HARR  
CITY CLERK

FROM **CITY of RIVERSIDE**  
DICK HZDREY  
PROPERTY SERVICES DIVISION  
3900 Main Street  
Riverside, CA. 92522

SUBJECT: RIVERSIDE MUNICIPAL AIRPORT - ILS WESTERLY DATE 3/24/86  
CLEAR ZONE - AVIGATION EASEMENT WELCH PARCEL.  
MESSAGE:

ATTACHED IS A "POLICY OF TITLE INSURANCE" COVERING  
THE AVIGATION EASEMENT OVER THE "WELCH PARCEL" FOR  
THE CITY'S ILS WESTERLY CLEAR ZONE PROJECT, WHICH WAS  
RECENTLY ACQUIRED. ALSO ATTACHED IS A PARTIAL RECONVEY  
AND DEED, WHICH HAS BEEN RECORDED, COVERING THE WELCH  
PARCEL.

SIGNED

REPLY: You HAVE PREVIOUSLY RECEIVED THE RECORDED "CLEAR  
ZONE AVIGATION EASEMENT" DOCUMENT FOR THIS WELCH  
PARCEL. PLEASE FILE THE ATTACHED DOCUMENTS  
WITH THE CLEAR ZONE AVIGATION EASEMENT DOCUMENT  
IN YOUR RECORDS.

*[Signature]*

SIGNED

DATE 1 / 1



WELCH PARCEL  
ILS WESTERLY  
CLEAR ZONE.

## POLICY OF TITLE INSURANCE

ISSUED BY

### *First American Title Insurance Company*

SUBJECT TO SCHEDULE B AND THE CONDITIONS AND STIPULATIONS HEREOF, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures the insured, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by said 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 such title;
3. Unmarketability of such title; or
4. Any lack of the ordinary right of an abutting owner for access to at least one physically open street or highway if the land, in fact, abuts upon one or more such streets or highways;

and in addition, as to an insured lender only:

5. Invalidity of the lien of the insured mortgage upon said estate or interest except to the extent that such invalidity, or claim thereof, arises out of the transaction evidenced by the insured mortgage and is based upon
  - a. usury, or
  - b. any consumer credit protection or truth in lending law;
6. 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; or
7. Invalidity of any assignment of the insured mortgage, provided such assignment is shown in Schedule B.

IN WITNESS WHEREOF, First American Title Insurance Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.



*First American Title Insurance Company*

BY

PRESIDENT

ATTEST

SECRETARY

B1 1263130

# CONDITIONS AND STIPULATIONS

## 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of such indebtedness (reserving, however, all rights and defenses as to any such successor who acquires the indebtedness by operation of law as described in the first sentence of this subparagraph (a) that the Company would have had against the successor's transferor), and further includes (ii) any governmental agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, and (iii) the parties designated in paragraph 2 (a) of these Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "insured lender": the owner of an insured mortgage.

(d) "insured mortgage": a mortgage shown in Schedule B, the owner of which is named as an insured in Schedule A.

(e) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(f) "land": the land described, specifically or by reference in Schedule C, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any area excluded by Paragraph No. 6 of Part I of Schedule B of this Policy.

(g) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(h) "public records": those records which by law impart constructive notice of matters relating to the land.

## 2. (a) CONTINUATION OF INSURANCE AFTER ACQUISITION OF TITLE BY INSURED LENDER

If this policy insures the owner of the indebtedness secured by the insured mortgage, this policy shall continue in force as of Date of Policy in favor of such insured who acquires all or any part of the estate or interest in the land described in Schedule C by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage, and if such insured is a corporation, its transferee of the estate or interest so acquired, provided the transferee is the parent or wholly owned subsidiary of such insured; and in favor of any governmental agency or instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage. After any such acquisition the amount of insurance hereunder, exclusive of costs, attorneys' fees and expenses which the Company may be obligated to pay, shall not exceed the least of:

(i) the amount of insurance stated in Schedule A;

(ii) the amount of the unpaid principal of the indebtedness plus interest thereon, as determined under paragraph 6 (a) (iii) hereof, expenses of foreclosure, and amounts advanced to protect the lien of the insured mortgage and secured by said insured mortgage at the time of acquisition of such estate or interest in the land; or

(iii) the amount paid by any governmental agency or instrumentality, if such agency or instrumentality is the insured claimant, in acquisition of such estate or interest in satisfaction of its insurance contract or guaranty.

## (b) CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy, in favor of an insured so long as such insured retains an estate or interest in the land, or owns an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

## 3. DEFENSE AND PROSECUTION OF ACTIONS - NOTICE OF CLAIM TO BE GIVEN BY AN INSURED CLAIMANT

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in litigation to the extent that such litigation involves an alleged defect, lien, encumbrance or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and 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 such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay 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; and the Company may take any appropriate action, whether or not it shall be liable under the terms of this policy, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such 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.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company, at the Company's expense, all reasonable aid (1) in any such action or proceeding in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and (2) in any other 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, including but not limited to executing corrective or other documents.

## 4. PROOF OF LOSS OR DAMAGE - LIMITATION OF ACTION

In addition to the notices required under Paragraph 3 (b) of these Conditions and Stipulations, 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 or determine the facts giving rise to such loss or damage. Such 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, when appropriate, state the basis of calculating the amount of such loss or damage.

Should such proof of loss or damage fail to state facts sufficient to enable the Company to determine its liability hereunder, insured claimant, at the written request of Company, shall furnish such additional information as may reasonably be necessary to make such determination.

No right of action shall accrue to insured claimant until 30 days after such proof of loss or damage shall have been furnished.

Failure to furnish such proof of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

## 5. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS AND OPTIONS TO PURCHASE INDEBTEDNESS

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against, or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment by the insured claimant and authorized by the Company. In case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, the Company shall have the further option to purchase such indebtedness for the amount owing thereon together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay. If the Company offers to purchase said indebtedness as herein provided, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage and any collateral securing the same to the Company upon payment therefor as herein provided. Upon such offer being made by the Company, all liability and obligations of the Company hereunder to the owner of the indebtedness secured by said insured mortgage, other than the obligation to purchase said indebtedness pursuant to this paragraph, are terminated.

## 6. DETERMINATION AND PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed the least of:

(i) the actual loss of the insured claimant;

or  
(ii) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in paragraph 2 (a) hereof; or

(iii) if this policy insures the owner of the indebtedness secured by the insured mortgage, and provided said owner is the insured claimant, the amount of the unpaid principal of said indebtedness, plus interest thereon, provided such amount shall not include any additional principal indebtedness created subsequent to Date of Policy, except as to amounts advanced to protect the lien of the insured mortgage and secured thereby.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by

(Continued on inside back cover)



SCHEDULE B  
PART II

1. GENERAL AND SPECIAL COUNTY TAXES FOR THE FISCAL YEAR 1986-87, A LIEN NOT YET PAYABLE.
2. COVENANTS, CONDITIONS AND RESTRICTIONS IN DOCUMENT RECORDED DECEMBER 8, 1942 IN BOOK 563 PAGE 190 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BUT DELETING RESTRICTIONS IF ANY BASED UPON RACE, COLOR, RELIGION OR NATIONAL ORIGIN, WHICH PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT OR RENDER INVALID THE LIEN OF ANY FIRST MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE.
3. AN EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS OR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES, IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, IN INSTRUMENT RECORDED OCTOBER 31, 1962 AS INSTRUMENT NO. 101089 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.
4. COVENANTS, CONDITIONS AND RESTRICTIONS IN DOCUMENT RECORDED MARCH 14, 1986 AS INSTRUMENT NO. 59696 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BUT DELETING RESTRICTIONS IF ANY BASED UPON RACE, COLOR, RELIGION OR NATIONAL ORIGIN.



## SCHEDULE B

This policy does not insure against loss or damage, nor against costs, attorneys' fees or expenses, any or all of which arise by reason of the following:

### Part One:

- 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 by making inquiry of 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.
- 6: Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule C, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.
- 7: Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
- 8: Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records.
- 9: Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not shown by the public records and not otherwise excluded from coverage but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had been a purchaser or encumbrancer for value without knowledge.

Part Two: Continued on subsequent page (S)



DELTA STANDARD  
COVERAGE POLICY

POLICY NO. 1652023

SCHEDULE A

TOTAL FEE FOR TITLE SEARCH, EXAMINATION  
AND TITLE INSURANCE \$209.80

AMOUNT OF INSURANCE: \$22,000.00

DATE OF POLICY: MARCH 14, 1986 AT 2:00 P.M.

1. NAME OF INSURED:

CITY OF RIVERSIDE,  
A MUNICIPAL CORPORATION

2. THE ESTATE OR INTEREST REFERRED TO HEREIN, IS AT DATE OF  
POLICY VESTED IN:

CITY OF RIVERSIDE,  
A MUNICIPAL CORPORATION

3. THE ESTATE OR INTEREST IN THE LAND DESCRIBED IN SCHEDULE  
C AND WHICH IS COVERED BY THIS POLICY IS:

EASEMENT



1652023

NOTHING HEREIN CONTAINED SHALL BE CONSTRUED AS EXTENDING OR CHANGING THE EFFECTIVE DATE OF THE POLICY.

THIS INDORSEMENT IS MADE A PART OF THE POLICY AND IS SUBJECT TO THE SCHEDULES, EXCLUSIONS, CONDITIONS AND STIPULATIONS THEREIN, EXCEPT AS MODIFIED BY THE PROVISIONS HEREOF.

FIRST AMERICAN TITLE INSURANCE COMPANY

BY *[Signature]* PRESIDENT

BY *[Signature]* ASSISTANT  
SECRETARY



FIRST AMERICAN F.A. 11.1 INFLATION  
(CLTA/ALTA OWNERS)



1652023

INDORSEMENT

ISSUED BY

FIRST AMERICAN TITLE INSURANCE COMPANY

THE COMPANY, RECOGNIZING THE CURRENT EFFECT OF INFLATION ON REAL PROPERTY VALUATION AND INTENDING TO PROVIDE ADDITIONAL MONETARY PROTECTION TO THE INSURED OWNER NAMED IN THE POLICY, HEREBY MODIFIES THE POLICY, AS FOLLOWS:

1. NOTWITHSTANDING ANYTHING CONTAINED IN THE POLICY TO THE CONTRARY, THE AMOUNT OF INSURANCE PROVIDED BY THE POLICY, AS STATED IN SCHEDULE A THEREOF, IS SUBJECT TO CUMULATIVE ANNUAL UPWARD ADJUSTMENTS IN THE MANNER AND TO THE EXTENT HEREINAFTER SPECIFIED.
2. "ADJUSTMENT DATE" IS DEFINED, FOR THE PURPOSE OF THIS INDORSEMENT, TO BE 12:01 A.M. ON THE FIRST JANUARY 1 WHICH OCCURS MORE THAN SIX MONTHS AFTER THE DATE OF POLICY, AS SHOWN IN SCHEDULE A OF THE POLICY TO WHICH THIS INDORSEMENT IS ATTACHED, AND ON EACH SUCCEEDING JANUARY 1
3. AN UPWARD ADJUSTMENT WILL BE MADE ON EACH OF THE ADJUSTMENT DATES, AS DEFINED ABOVE, BY INCREASING THE MAXIMUM AMOUNT OF INSURANCE PROVIDED BY THE POLICY. THE COVERAGE WILL INCREASE BY THE SAME PERCENTAGE CHANGE BY WHICH THE ANNUAL "ENR 20-CITIES BUILDING COST INDEX" HAS INCREASED, (AS PUBLISHED IN THE "4TH QUARTER ROUNDUP" DECEMBER ISSUE OF ENGINEERING NEWS RECORD, A WEEKLY MC GRAW HILL PUBLICATION). ALL UPWARD ADJUSTMENTS IN THE AGGREGATE SHALL NOT EXCEED 50% TOTAL RISE IN THE AMOUNT OF INSURANCE, SO THAT THE MAXIMUM AMOUNT OF INSURANCE IN FORCE SHALL NEVER EXCEED 150% OF THE AMOUNT OF INSURANCE STATED IN SCHEDULE A OF THE POLICY, LESS THE AMOUNT OF ANY CLAIM PAID UNDER THE POLICY WHICH, UNDER THE TERMS OF THE CONDITIONS AND STIPULATIONS, REDUCES THE AMOUNT OF INSURANCE IN FORCE. THERE SHALL BE NO ANNUAL ADJUSTMENT IN THE AMOUNT OF INSURANCE FOR YEARS IN WHICH THERE IS NO INCREASE IN THE BUILDING COST INDEX.
4. IN THE SETTLEMENT OF ANY CLAIM AGAINST THE COMPANY UNDER THE POLICY, THE AMOUNT OF INSURANCE IN FORCE SHALL BE DEEMED TO BE THE AMOUNT WHICH IS IN FORCE AS OF THE DATE ON WHICH THE INSURED CLAIMANT FIRST LEARNED OF THE ASSERTION OR POSSIBLE ASSERTION OF THE CLAIM, OR AS OF THE DATE OF RECEIPT BY THE COMPANY OF THE FIRST NOTICE OF THE CLAIM, WHICHEVER SHALL FIRST OCCUR.



CLTA STANDARD  
COVERAGE POLICY

POLICY NO. 1652023

SCHEDULE C

THE LAND REFERRED TO IN THIS POLICY IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE, CITY OF RIVERSIDE AND IS DESCRIBED AS FOLLOWS:

A PERPETUAL AND ASSIGNABLE AVIGATION EASEMENT OVER THE FOLLOWING DESCRIBED REAL PROPERTY LYING WITHIN THE WESTERLY CLEAR ZONE FOR THE RIVERSIDE MUNICIPAL AIRPORT IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA:

THAT PORTION OF LOT 42 OF MC CLASKEY TRACT, AS SHOWN BY MAP ON FILE IN BOOK 10 PAGES 36 AND 37 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT;

THENCE DUE EAST 290 FEET, MORE OR LESS, ON THE NORTHERLY LINE OF SAID LOT TO THE NORTHWESTERLY LINE OF PARCEL 2 CONVEYED TO THE CITY OF RIVERSIDE, A MUNICIPAL CORPORATION, BY DEED RECORDED FEBRUARY 3, 1958 IN BOOK 2216 PAGE 57 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 13 DEGREES 06' 15" WEST, 300 FEET, MORE OR LESS, ON SAID NORTHWESTERLY LINE TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 2;

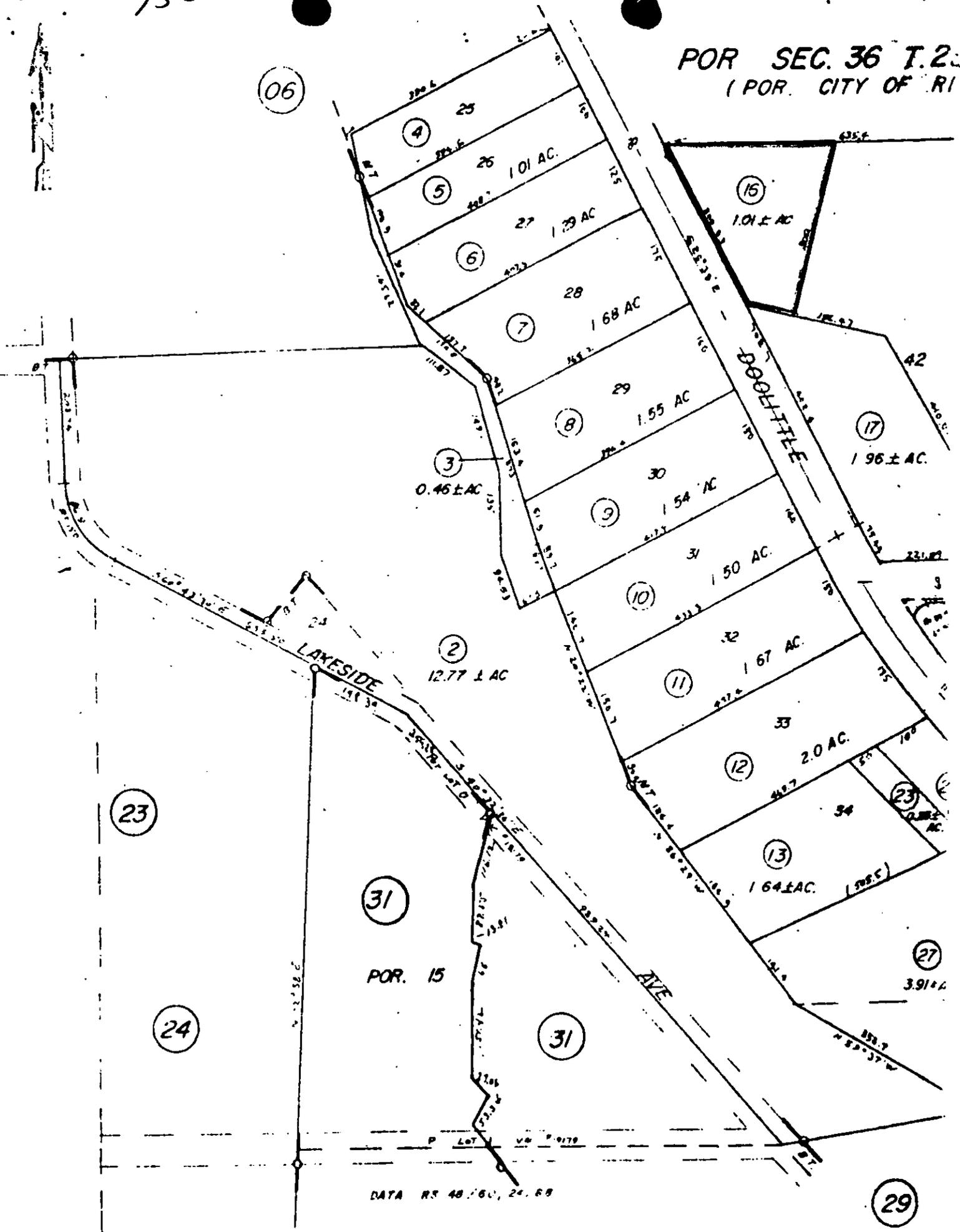
THENCE NORTH 76 DEGREES 53' 45" WEST, ON THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF SAID PARCEL 2 TO THE WESTERLY LINE OF SAID LOT;

THENCE NORTH 26 DEGREES 39' WEST, 300.03 FEET, MORE OR LESS, ON SAID WESTERLY LINE TO THE POINT OF BEGINNING.

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(POR. CITY OF RI)



## CONDITIONS AND STIPULATIONS

(Continued from inside front cover)

the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When the amount of loss or damage has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

### 7. LIMITATION OF LIABILITY

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, or the lien of the insured mortgage, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily admitted or assumed by an insured without prior written consent of the Company.

### 8. REDUCTION OF INSURANCE; TERMINATION OF LIABILITY

All payments under this policy, except payment made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto; provided, however, if the owner of the indebtedness secured by the insured mortgage is an insured hereunder, then such payments, prior to the acquisition of title to said estate or interest as provided in paragraph 2 (a) of these Conditions and Stipulations, shall not reduce pro tanto the amount of the insurance afforded hereunder as to any such insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage.

Payment in full by any person or voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company to an insured owner of the indebtedness secured by the insured mortgage, except as provided in paragraph 2 (a) hereof.

### 9. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy, as to the insured owner of the estate or interest covered by this policy, shall be reduced by any amount the Company may pay under any policy insuring (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy,

or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgage any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

The provisions of this paragraph 9 shall not apply to an owner of the indebtedness secured by the insured mortgage, unless such insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

### 10. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have paid or settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant, except that the owner of the indebtedness secured by the insured mortgage may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness, provided such act occurs prior to receipt by such insured of notice of any claim of title or interest adverse to the title to the estate or interest or the priority of the lien of the insured mortgage and does not result in any loss of priority of the lien of the insured mortgage. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and the Company is hereby authorized and empowered to sue, compromise or settle in its name or in the name of the insured to the full extent of the loss sustained by the Company. If requested by the Company, the insured shall execute any and all documents to evidence the within subrogation. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss, but such subrogation shall be in subordination to an insured mortgage. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall as to such insured claimant be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

### 11. LIABILITY LIMITED TO THIS POLICY

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby, or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

### 12. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its home office at 421 North Main Street, Santa Ana, California, 92701, or to the office which issued this policy.

59697

RECORDING REQUESTED BY

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE INSURANCE COMPANY

AND WHEN RECORDED MAIL TO

Name [ City of Riverside  
Street [ Property Services Division  
Address [ 3900 Main Street  
City & State [ Riverside, CA 92522

RECEIVED FOR RECORD  
MARRIAGE - Past

MAR 14 1986  
Recorded in Official Records  
of Riverside County, California  
William E. Gandy  
RECORDER  
Fees \$

SPACE ABOVE THIS LINE FOR RECORDER'S USE

# Partial Reconveyance

#5635

DUENA ESCROW CORPORATION, a corporation of Riverside, California, as duly appointed Trustee under the Deed of Trust hereinafter referred to, having received from Beneficiary thereunder a written request to reconvey, in accordance with the terms of said Deed of Trust, all estate now held by said Trustee under said Deed of Trust in and to the hereinafter described property, said Beneficiary having presented said Deed of Trust and note or notes secured thereby for indorsement—said Deed of Trust having been executed by: WILLIAM EDWARD JOHN WELCH AND MURIEL J. WELCH, husband and wife

\_\_\_\_\_ Trustor,  
and recorded in the Official Records of Riverside County, California, as follows:

Date Aug. 19, 1980 as Instr. No. 1278 in Book/Reel \_\_\_\_\_, Page/Image \_\_\_\_\_;

Now, Therefore, in accordance with said request and the provisions of said Deed of Trust, DUENA ESCROW CORPORATION, as Trustee, does hereby RECONVEY, without warranty, to THE PERSON OR PERSONS LEGALLY ENTITLED THERETO, all estate now held by it thereunder in and to that property situated in said county, state of California, described as follows:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT A

The remaining property described in said Deed of Trust shall continue to be held by said Trustee under the terms thereof. As provided in said Deed of Trust, this Partial Reconveyance is made without affecting the personal liability of any person for payment of the indebtedness secured by said Deed of Trust.

In Witness Whereof, DUENA ESCROW CORPORATION, as Trustee, has caused its corporate name and seal to be hereto affixed by its ~~President~~ and Vice President, thereunto duly authorized.

Dated November 21, 1985 DUENA ESCROW CORPORATION, as Trustee,

STATE OF CALIFORNIA By \_\_\_\_\_ President

COUNTY OF Riverside } ss. By Judy L. Fuller Vice President

On November 21, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared Judy L. Fuller,

~~known to me to be the President, and~~ \_\_\_\_\_, known to me to be the Vice President of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Janine L. Brazill

Janine L. Brazill  
Name (Typed or Printed)



(This area for official notarial seal)

Please record for the benefit of the City of Riverside, Property Services Manager

16520235

59697  
46965

A perpetual and assignable avigation easement over the following described real property lying within the Westerly Clear Zone for the Riverside Municipal Airport in the City of Riverside, County of Riverside, State of California:

That portion of Lot 42 of McClaskey Tract, as shown by map on file in Book 10, Pages 36 and 37 of Maps, records of Riverside County, California, described as follows:

BEGINNING at the northwest corner of said Lot;

THENCE due East 290 feet, more or less, on the northerly line of said Lot to the northwesterly line of Parcel 2 conveyed to the City of Riverside, a municipal corporation, by Deed recorded February 3, 1958 in Book 2216, Page 57 of Official Records of Riverside County, California;

THENCE South 13° 06' 15" West, 300 feet, more or less, on said northwesterly line to the southwest corner of said Parcel 2;

THENCE North 76° 53' 45" West, on the northwesterly extension of the southwest corner of said Parcel 2 to the westerly line of said Lot;

THENCE North 26° 39' West, 300.03 feet, more or less, on said westerly line to the point of beginning.

Area - 52,470 square feet.

DESIGNATION APPROVAL  
by *George H. ...*  
Surveyor

**EXHIBIT "A"**

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