

2071
GRANT DEED
INDIVIDUAL

1078

HARRY HAMMOND and E. L. COVEY, as Trustees,

1078

in consideration of --- Ten and No/100ths --- DOLLARS

to them in hand paid, the receipt of which is hereby acknowledged, do hereby

Grant to CITY OF RIVERSIDE, a municipal corporation,

all that real property situate in the City of Riverside,

County of Riverside, State of California, described as follows:

Lot 100 of the Castle Reagh Tract, as shown by map on file in Book 10 of Maps, page 92, records of Riverside County.

Subject to: --

1. Taxes for the fiscal year 1935-36, now a lien, not yet due or payable;
2. Buena Vista Improvement Assessment;
3. Rights of way, reservations, and restrictions now of record.

The above instrument approved as to form.

[Signature]
CITY ATTORNEY OF THE CITY OF RIVERSIDE, CALIF.

To Have and to Hold to the said grantee, its successors ~~and~~ or assigns

Witness our hands this 5th day of July, 1935

[Signature] Trustee

[Signature] Trustee

RIVERSIDE COMPANY



[Handwritten initials]

1078

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.

On this 5th day of July, 1935, before me Pearl R. Kerriok

a Notary Public in and for said

County, personally appeared Harry Hammond and E. L. Covey, Trustees,

known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same, as such Trustees.

Witness my hand and Official Seal.

Pearl R. Kerriok

Notary Public in and for Riverside County, State of California

GRANT DEED
INDIVIDUAL

HARRY HAMMOND & E. L. COVEY,
Trustees
to

CITY OF RIVERSIDE

Dated July 5th, 1935

RIVERSIDE TITLE COMPANY
3940 Main Street
RIVERSIDE, CALIFORNIA

Escrow No. _____

Order No. _____

When recorded please mail this deed to

RIVERSIDE TITLE COMPANY

RIVERSIDE TITLE COMPANY
J.W. COVERT PRESIDENT
EMERSON L. HOLT VICE-PRES.
ELIZABETH S. RAINIER SECRETARY
CHAS. E. JOHNSON MANAGER
LEONARD WHITE ESCROW OFFICER

3940 MAIN STREET
RIVERSIDE, CALIFORNIA
PHONE 818

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

RESOLUTION NO. 2071 (NEW SERIES)

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

RESOLVED; by the Council of the City of Riverside, California,
that deed dated July 5, 1935, executed by HARRY HALMOND and E. L. COVEY,
as Trustees, to the CITY OF RIVERSIDE, a municipal corporation, of the
County of Riverside, State of California, for the following described
premises situated in the City of Riverside, County of Riverside, State
of California, and more particularly described as follows, to-wit:


Lot 100 of the Castle Reagh Tract, as shown by map on
file in Book 10 of Maps, page 92, records of Riverside
County.

be, and the same is hereby, accepted; and

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

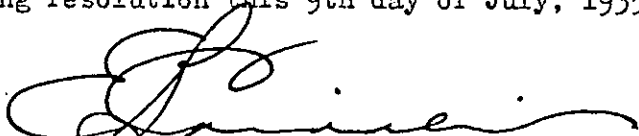
I, G. Albert Mills, the duly elected, qualified and acting City
Clerk of the City of Riverside, California, hereby certify that the fore-
going resolution was duly and regularly introduced and adopted by the
Council of said City, at its meeting held on the 9th day of July, 1935,
by the following vote:

- Ayes: Councilmen Pinkerton, Barber, Carter, Barger, Wilson and
Tiernan.
- Noes: None.
- Absent: Councilman Wells.



City Clerk of the City of Riverside.

I hereby approve the foregoing resolution this 9th day of July, 1935.



Mayor of the City of Riverside.

HARRY HAMMOND AND E. L. COVEY,
AS TRUSTEES

TO

CITY OF RIVERSIDE

COMPAKRED

Document 11-10000
Book 11-10000

Robert G. Hall
City Hall
Riverside, Calif
RIVERSIDE TITLE COMPANY

RECORDED FOR [unclear]	
JUL 11 1935	
<i>90000</i>	
RIVERSIDE TITLE COMPANY	
237	304
<i>Jama</i>	
<i>11-10000</i>	

hmd

THIS POLICY

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

Riverside Title Company

RIVERSIDE, CALIFORNIA

3940 Main Street

Phone 818

[Joint Protection Form]

\$ 650.00

TITLE INSURANCE AND TRUST COMPANY

No. 81169-5144-R
34/5

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

Does Hereby Insure

CITY OF RIVERSIDE

together with any other person or corporation included in the term the Insured as defined in this Policy, against loss or damage not exceeding Six Hundred Fifty Dollars- - -

which any Insured shall sustain

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

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

In Witness Whereof, Title Insurance and Trust Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, this Eleventh Day of July 1935 at 9:00 A. M.

TITLE INSURANCE AND TRUST COMPANY,

by *Stuart O'Neil*
PRESIDENT

Attest: *Charles Johnson*
ASSISTANT SECRETARY

This policy consists of 6 pages which are numbered at the end of each page.

SCHEDULE A

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

CITY OF RIVERSIDE,
a municipal corporation.

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

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

Lot 100 of Castle Reagh, as shown by Map on file in Book 10 page 92 of Maps, records of Riverside County, California.

SCHEDULE B

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

(1) County and Municipal Taxes for the fiscal year 1935-36, payable November 1, 1935.

(2) Buena Vista Improvement Assessment dated April 21, 1931, payable in connection with County and Municipal Taxes over a period of five years from date thereof.

(3) A Right of Way reserved to the Riverside Water Company and its assigns for the construction and maintenance of all necessary water ditches, pipes, flumes and apparatus for the purposes of irrigation and domestic use.

(4) Restrictions which shall inure to the benefit of each and every Lot in Castle Reagh and to the whole thereof.

1. That said property or any Lot or parcel thereof, shall never be leased, rented or conveyed to, or occupied by any person or persons of other than the Caucasian Race.

2. That said Lots shall be used for dwelling purposes only, and that not more than one dwelling house shall ever be erected or moved upon any one Lot in said Tract at one time.

3. That no Lot or Lots in said Tract shall ever be resubdivided or replatted except Lot 114.

4. That no store or business building, apartment house, tenement house, or double house shall ever be erected or moved upon any Lot or Lots in said Tract.

5. That no temporary structures of any kind shall ever be erected or moved upon any Lot or Lots in said tract.

6. That any dwelling erected or moved upon any Lot or Lots in said tract fronting on Magnolia Avenue, shall cost and be reason-

SCHEDULE B

(Continued)

ably worth not less than \$7500.00 and any dwelling erected or moved upon any Lots facing on those certain tracts of land designated as Lots "D" and "E" on said Map shall cost and be reasonably worth not less than \$5000.00.

7. That any dwelling erected or moved upon any Lot or Lots in said Tract fronting on Magnolia Avenue, shall be set back 35 feet from the front property line and any dwelling erected or moved upon any Lot or Lots fronting upon Lots "D" and "E" as shown on said Map shall be set back 30 feet from the front property line.

8. Any building erected or moved upon any Lot or Lots in said tract to be used for private garage purposes shall be located upon the rear of such Lot or Lots and shall not be occupied as a residence.

9. That all measurements referred to herein shall be made from the outer line of any front or side porch (front or side steps not included).

10. That each and every one of the restrictions hereby imposed shall remain in full force and effect for a period of 25 years from December 28, 1922.

11. That in case of a violation of any of the foregoing restrictions, then and in that case the title to the Lot or Lots on which such violation occurs shall revert and become vested in R. T. Shea and Company Inc., a corporation, its successors or assigns, and the City Planning Commission of the City of Riverside is hereby designated and appointed by the parties thereto as the sole judge of such

SCHEDULE B

(Continued)

violation and any person owning property in said Tract should report any violation of the foregoing restrictions to said Planning Commission, at its inception.

Provided that no forfeiture or any re-entry thereunder shall operate to impair or render invalid the lien of any Mortgage or Deed of Trust made in good faith on said land and improvements thereon.

(5) A Right of Way for electric lines and wires over the Southwesterly rectangular 8 feet of said Lot, as granted to the City of Riverside by Deed recorded January 15, 1924 in Book 597 page 247 of Deeds, records of Riverside County, California.

EXCEPTIONS

THE COMPANY does not, by this Policy, insure against:

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

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

[3.] Proceedings for municipal improvements, which, at the date hereof, are shown by the official records of the City of Riverside, but have not resulted in imposition of a lien upon, or establishment of an easement over, or adjudication of the right to a public use of, said land or any part thereof.

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

CONDITIONS

[1.] The term "the Insured" includes all named as insured on the first page of this Policy and as to each insured owner of an indebtedness secured by mortgage or deed of trust shown in Schedule B, each successor in ownership of such indebtedness and any owner thereof, who acquires said land, or any part thereof, by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, or any part thereof; and as to each other named Insured, if a person, any person or corporation deriving an estate or interest in said land as heir or devisee of such person, or if a corporation, any person or corporation deriving an estate or interest in said land by dissolution, merger or consolidation.

[2.] The Company at its own cost shall defend the Insured in all actions or proceedings commenced against the Insured founded upon a defect, lien or encumbrance insured against by this Policy and may pursue such litigation to final determination in the court of last resort. In case any such action or proceeding shall be begun, or in case knowledge shall come to any Insured of any claim of title or interest adverse to the title as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this Policy, such Insured shall at once notify the Company thereof in writing. If such notice shall not be given to the Company at least five days before the appearance day in any such action or proceeding, or if such Insured shall not, in writing, promptly notify the Company of any defect, lien or encumbrance insured against or any such adverse claim which shall come to the knowledge of such Insured, in respect to which loss or damage is apprehended, then all liability of the Company as to each Insured having such notice in regard to the subject of such action, proceeding or claim shall cease and terminate, provided, however, that failure to so notify shall in no case prejudice the claim of any Insured unless the Company shall be actually prejudiced by such failure. In all cases where this Policy permits or requires the Company to prosecute or defend any action or proceeding, the Insured shall secure to it the right to so prosecute or defend such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. The word "knowledge" in this paragraph means actual knowledge and does not refer to constructive knowledge or notice which may be imputed to the Insured by reason of any public record or otherwise.

[3.] The Company reserves the option to pay, settle or compromise for or in the name of the Insured, any claim insured against or to pay this Policy in full, and payment or tender of payment of the full amount of this Policy together with all costs which the Company is obligated hereunder to pay shall terminate all liability of the Company hereunder.

[4.] Whenever the Company shall have settled a claim under this Policy, it shall be subrogated to and be entitled to all rights, securities and remedies which the Insured would have had against any person or property in respect to such claim, had this Policy not been issued, and the Insured shall transfer or cause to be transferred to the Company such rights, securities and remedies, and permit it to use the name of the Insured for the recovery, retention or defense thereof. If the payment does not cover the loss of the Insured, the Company shall

be subrogated to such rights, securities and remedies in the proportion which said payment bears to the amount of said loss.

[5.] The Company has the right and option, in case any loss is claimed under this Policy by an insured owner of an indebtedness secured by mortgage or deed of trust, to pay such Insured the entire indebtedness of the mortgagor or trustor under said mortgage or deed of trust, together with all costs which the Company is obligated hereunder to pay, in which case the Company shall become the owner of, and such Insured shall at once assign and transfer to the Company said mortgage or deed of trust and the indebtedness thereby secured and such payment shall terminate all liability under this Policy to such Insured.

[6.] A statement in writing of any loss or damage for which it is claimed the Company is liable under this Policy shall be furnished to the Company within sixty days after such loss or damage shall have been ascertained. No action or proceeding for the recovery of any such loss or damage shall be instituted or maintained until after full compliance by the Insured with all the conditions imposed on the Insured by this Policy nor unless commenced within twelve months after receipt by the Company of such written statement.

[7.] The Company will pay, in addition to any loss insured against by this Policy, all costs imposed upon the Insured in litigation carried on by the Company for the Insured, and in litigation carried on by the Insured with the written authorization of the Company but not otherwise. The Company will not be liable for loss or damage by reason of defects, claims or encumbrances created subsequent to the date hereof or resulting in no pecuniary loss to the Insured, or for defects, claims or encumbrances created or suffered by the Insured claiming such loss or damage, or existing at the date of this Policy and known to the Insured claiming such loss or damage either at the date of this Policy or at the date such insured claimant acquired an estate or interest insured by this Policy. The liability of the Company under this Policy shall in no case exceed in all the actual loss of the Insured and costs which the Company is obligated hereunder to pay and in no case shall such total liability exceed the amount of this Policy and said costs. All payments under this Policy shall reduce the amount of the insurance pro tanto and payment of loss or damage to an insured owner of indebtedness shall reduce to that extent the liability of the Company to the insured owner of said land. No payment can be demanded by any Insured without producing this Policy for endorsement of such payment.

[8.] Loss under this Policy shall be payable, first, to any insured owner of indebtedness secured by mortgage or deed of trust shown in Schedule B, in the order of priority therein shown, and if such ownership vests in more than one, payment shall be made ratably as their respective interests may appear, and thereafter, or if there be no such insured owner of indebtedness, any loss shall be payable to the other Insured, ratably as their respective interests may appear.

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

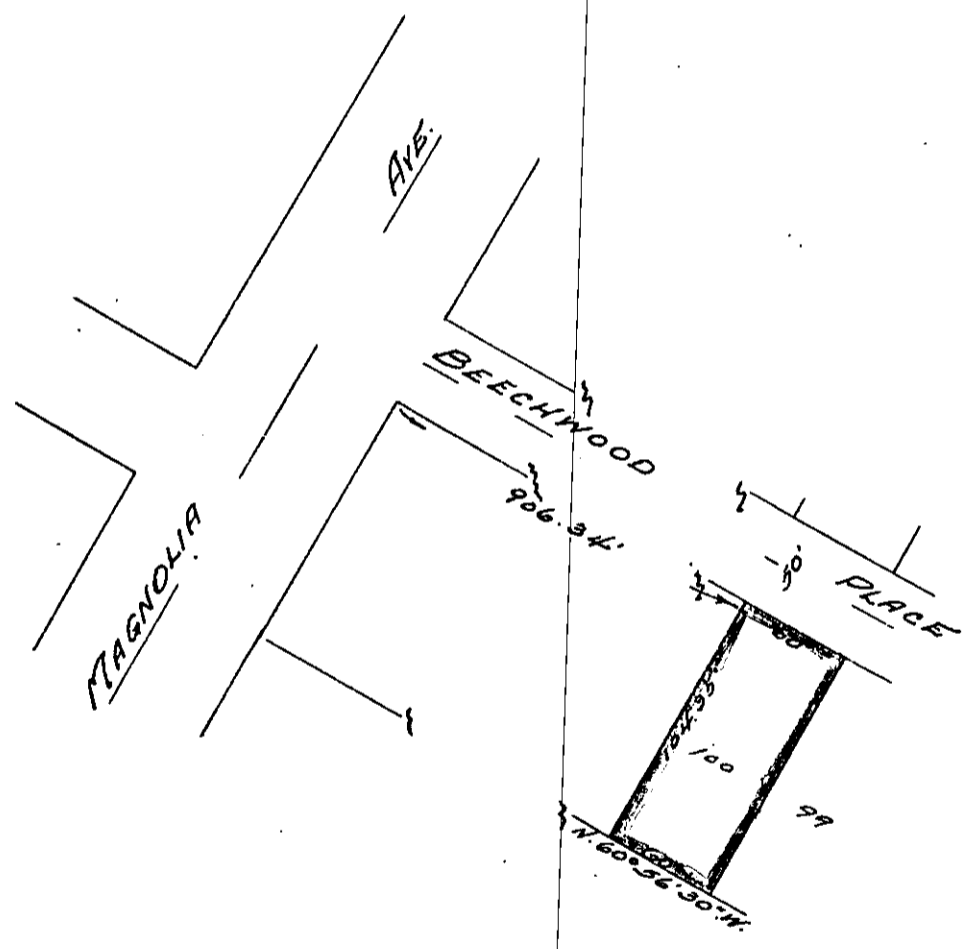
107

7/35



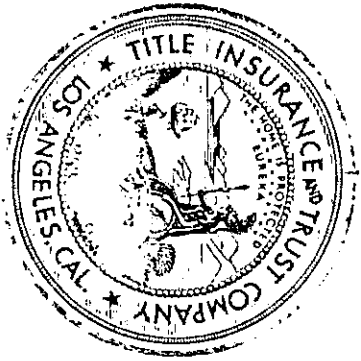
PLAT
Lot 100, Castle Reagh

MAP BOOK 10 PAGE 92, Riv. CO. CAL.
Scale 100 ft. = 1 Inch



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

1078



*Title Insurance
and
Trust Company*

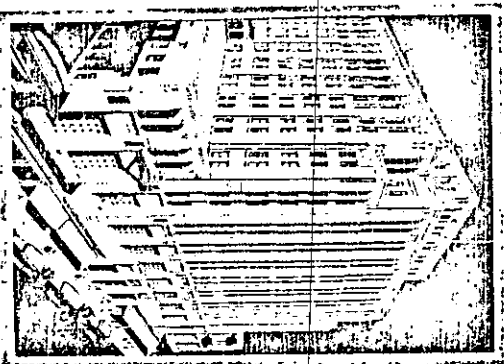
UNION TITLE INSURANCE COMPANY
1028 SECOND STREET, SAN DIEGO

VENTURA ABSTRACT COMPANY
429 EAST MAIN STREET, VENTURA

TULARE COUNTY ABSTRACT COMPANY
204 WEST MAIN STREET, VISALIA

RIVERSIDE TITLE COMPANY
3940 MAIN STREET, RIVERSIDE

*Policy of
Title
Insurance*



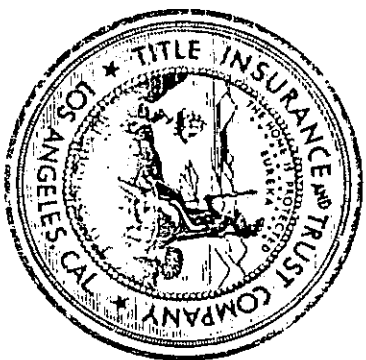
TITLE INSURANCE BUILDING
Lot 100, Castle Reach Tract
From

Harry Hammond & E. I. Covey, Trustees

TITLE INSURANCE
AND TRUST COMPANY

433 SOUTH SPRING STREET, LOS ANGELES

U. S. A.
July 11, 1935.



*Title Insurance
and
Trust Company*

INCORPORATED
DECEMBER 20, 1893

BAKERSFIELD
1715 CHESTER AVENUE

SANTA BARBARA
14 EAST CARRILLO STREET

SAN LUIS OBISPO
908 MONTEREY STREET