

In Consideration of TEN and NO/100 - - - - - Dollars 1297

RAY P. SMALL and LUCY K. SMALL, his wife,

1297

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 "I" as shown by Amended Map of the Indian Hill Tract, on file in Book 10, page 3 of Maps, records of Riverside County, California; EXCEPTING THEREFROM a strip of land 11.65 feet in width off the Southwesterly side thereof, the Northerly line of said parcel of land being parallel with the Southwesterly line of said Lot "I"; ALSO EXCEPTING therefrom all water and water rights appurtenant to said land, including underground waters of every description lying beneath the surface thereof.

APPROVED AS TO DESCRIPTION

*Lee J. ...*  
CITY ENGINEER

The above instrument approved  
as to form.  
*August B...*  
CITY ATTORNEY OF THE  
CITY OF RIVERSIDE, CALIF.

SUBJECT TO:

- 1: Taxes for the fiscal year 1939-40.
- 2: Rights of way, reservations and restrictions as now of record.

WITNESS our hand S. this 4th day of October, 1939

*Ray P. Small*  
*Lucy K. Small*

FORM L-1-S 8-4-39 10M

I hereby approve the foregoing resolution this 10th day of October, 1939.

*John G. Redman*  
President of the Council, Mayor Pro Tem of the City of Riverside.

1297

STATE OF CALIFORNIA,

County of Riverside,

ss.

On this 4th day of October, 1939, before me,  
Joseph S. Long a Notary Public in and for said County and State,  
personally appeared  
Ray P. Small and Lucy K. Small  
known to me to be the persons described in and whose names are subscribed to the within  
instrument, and acknowledged that the executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.

*Joseph S. Long*  
Notary Public in and for said County and State.

**Grant Deed**  
INDIVIDUAL

TO

Dated \_\_\_\_\_, 19\_\_

**Security Title Insurance  
and  
Guarantee Company**

CALIFORNIA

tw

Order No. 124798/21834-L

When recorded, please mail this instrument to  
G. Albert Mills, City Clerk  
City of Riverside,

City Hall  
Riverside, California

*This Legal Blank Is Furnished Free of  
Charge to Those Doing Business With  
Security Title Insurance and Guarantee Company  
as a part of SECURITY SERVICE*

*Full and Complete TITLE and  
ESCROW Service Furnished  
at the Following Offices:*

- LOS ANGELES  
530 West Sixth Street
- FRESNO  
1927 Mariposa Street
- MADERA  
129 South "D" Street
- MERCED  
552 17th Street
- MODESTO  
1013 "I" Street
- RIVERSIDE  
Eighth and Orange
- SAN BERNARDINO  
480 Court Street
- SANTA ANA  
312 North Main Street
- EL CENTRO  
678 Main Street
- SAN LUIS OBISPO  
1119 Chloro Street
- SANTA BARBARA  
1014 State Street
- STOCKTON  
30 North San Joaquin Street
- VISALIA  
Locust and Acquila Streets
- HANFORD  
207 West Seventh Street
- BAKERSFIELD  
1706 Chester Avenue
- VENTURA  
437 East Main Street

*This Blank Is Not For Sale*

RESOLUTION NO. 3324 (NEW SERIES).

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

\*\*\*

Resolved, that that certain deed dated October 4, 1939, from 1297

RESOLUTION NO. 3324 (NEW SERIES).

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

\*\*\*

Resolved, that that certain deed dated October 4, 1939, from Ray P. Small and Lucy K. Small, his wife, granting to the 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 "I" as shown by Amended Map of Indian Hill Tract, on file in Book 10, page 3 of Maps, records of Riverside County, California; EXCEPTING THEREFROM a strip of land 11.65 feet in width off the Southwesterly side thereof, the Northerly line of said parcel of land being parallel with the Southwesterly line of said Lot "I"; ALSO EXCEPTING therefrom all water and water rights appurtenant to said land, including underground waters of every description lying beneath the surface thereof;

be, and the same is hereby, accepted.

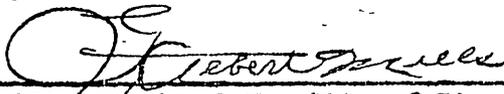
I, G. Albert Mills, City Clerk of the City of Riverside, California, hereby certify that the foregoing resolution was duly and regularly introduced and adopted by the Council of said City, at its meeting held on the 10th day of October, 1939, by the following vote:

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

Noes: None.

Absent: None.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Riverside, California, this 10th day of October, 1939.

  
City Clerk of the City of Riverside.

I hereby approve the foregoing resolution this 10th day of October, 1939.

  
President of the Council, Mayor Pro  
Tem of the City of Riverside.

124798/21834-L

1297

GRANT DEED

WHEN COPIED RETURN TO:

City of Riverside  
c/o G. Albert Mills,  
City Clerk  
City Hall  
Riverside, California

INDEXED  
Book & Page

RECEIVED FOR RECORD	
OCT 11 1939	
at 53 Min. past 2 o'clock	
REQUEST OF	
SECURITY TITLE INS. & STEEL CO	
Copied in book No. 436	of
Official Records, page 149	of
seq., Records of Riverside County, California.	
JACK A. ROSS, Recorder	
By Oa. Wheat	DEPUTY RECORDER
Tues, 8 Nov 39	

CONFIDENTIAL  
RECORDED  
INDEXED  
SUNSTEDT

STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE

GRANT DEED

TO THE CITY OF RIVERSIDE

FROM JACK A. ROSS, RECORDER

...

Amount \$4400.00.

LL/I-2.

Number 124798.

Policy of Title Insurance

Security Title Insurance and Guarantee Company

a California Corporation

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

**Does Hereby Insure**

City of Riverside, a Municipal Corporation

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

which any insured shall sustain

by reason of title to the land described in Schedule A being vested, at the date hereof, otherwise than as herein stated; or

by reason of unmarketability of the title of any vestee to said land, at the date hereof, unless such unmarketability exists because of defects, liens, encumbrances, or other matters shown in Schedule B; or

by reason of any defect in, or lien or encumbrance on said title, existing at the date hereof, not shown in Schedule B; or

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

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

all subject, however, to Schedules A and B and the stipulations herein, all of which schedules and stipulations are hereby made a part of this policy.

**In Witness Whereof**, Security Title Insurance and Guarantee Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, this 11th day of October, 1939 at 2:55 P. M.

Security Title Insurance and Guarantee Company

Countersigned:

*Glenn W. Chapman*  
Vice President.

By

*W. S. Porter*  
President.

Attest:

*Dorothy J. Ayers*  
Assistant Secretary.

**SCHEDULE A**

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

CITY OF RIVERSIDE, A MUNICIPAL CORPORATION.

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

All that certain real property situated in the City of Riverside, County of Riverside, State of California, and particularly described as follows, to-wit:

Lot "I" as shown by Amended Map of the Indian Hill Tract, on file in Book 10 page 3 of Maps, Riverside County Records; EXCEPTING therefrom a strip of land 11.65 feet in width off the southwesterly side thereof, the Northerly line of said parcel of land being parallel with the Southwesterly line of said Lot I; ALSO EXCEPTING therefrom all water and water rights appurtenant to said land, including underground waters of every description lying beneath the surface thereof.

## SCHEDULE B

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

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

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

1. Taxes for the current fiscal year, 1939-40.
2. A right of way reserved to Riverside Water Company and its successors and assigns, for the construction and maintenance and repair of canals and ditches and other conduits of water that may be required by said Company; also the right of way over and through any of the lands bordering on Spring Brook for the purpose of developing the water of said Brook for pumping works and other machinery for elevating said water for domestic use, irrigation and other purposes.
3. Reservation of certain water and water rights, including all riparian water rights in the Santa Ana River, with provisions concerning the sinking of wells and developing and diversion of water, as particularly set out in Deed from S. C. Evans and wife, recorded August 28, 1931 in Book 41 page 463 of Official Records of Riverside County, California.
4. Provision that no dwelling shall be erected on said property except one of a neat and attractive design to cost not less than \$3500.00, with reversion in case of violation thereof to S. C. Evans and Mary S. Evans, his wife, their heirs or assigns.

## STIPULATIONS

### SCOPE OF COVERAGE

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

### DEFENSE OF ACTIONS

2. The Company at its own cost shall defend the insured in all actions or proceedings against the insured founded upon a defect, lien, encumbrance, or other matter insured against by this policy, and may pursue such litigation to final determination in the court of last resort. In case any such action or proceeding shall be begun, or in case knowledge shall come to any insured of any claim of title or interest adverse to the title as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, such insured shall at once notify the Company thereof in writing.

### NOTICE OF ACTIONS OR CLAIMS TO BE GIVEN BY THE INSURED

If such notice shall not be given to the Company at least five days before the appearance day in any such action or proceeding, or if such insured shall not, in writing, promptly notify the Company of any defect, lien, encumbrance, or other matter insured against, or of any such adverse claim which shall come to the knowledge of such insured, in respect to which loss or damage is apprehended, then all liability of the Company as to each insured having such notice in regard to the subject of such action, proceeding, or claim shall cease and terminate; provided, however, that failure to so notify shall in no case prejudice the claim of any insured unless the Company shall be actually prejudiced by such failure. The Company shall have the right to institute and prosecute any action or proceeding or do any other act which, in its opinion, may be necessary or desirable to establish the title, or any insured lien or charge, as insured. In all cases where this policy permits or requires the Company to prosecute or defend any action or proceeding, the insured shall secure to it in writing the right to so prosecute or defend such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the insured for such purpose. Whenever requested by the Company the insured shall assist the Company in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, prosecuting or defending such action or proceeding to such extent and in such manner as is deemed desirable by the Company, and the Company shall reimburse the insured for any expense so incurred. The Company shall be subrogated to and be entitled to all costs and attorney's fees incurred or expended by the Company, which may be recoverable by the insured in any litigation carried on by the Company on behalf of the insured. The word "knowledge" in this paragraph means actual knowledge, and does not refer to constructive knowledge or notice which may be imputed to the insured by reason of any public record or otherwise.

### OPTION TO PAY, SETTLE, OR COMPROMISE CLAIMS

3. The Company reserves the option to pay, settle, or compromise for, or in the name of, the insured, any claim insured against or to pay this policy in full at any time, and payment or tender of payment of the full amount of this policy, together with all accrued costs which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder, including all obligations of the Company with respect to any litigation pending and subsequent costs thereof.

### SUBROGATION UPON PAYMENT OR SETTLEMENT

4. Whenever the Company shall have settled a claim under this policy, it shall be subrogated to and be entitled to all rights, securities, and remedies which the insured would have had against any person or property in respect to such claim, had this policy not been issued. If the payment does not cover the loss of the insured, the Company shall be subrogated to such rights, securities, and remedies in the proportion which said payment bears to the amount of said loss. In either event the insured shall transfer, or cause to be transferred, to the Company such rights, securities, and remedies, and shall permit the Company to use the name of the insured in any transaction or litigation involving such rights, securities, or remedies.

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

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

### NOTICE OF LOSS

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

### LIMITATION OF ACTION

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

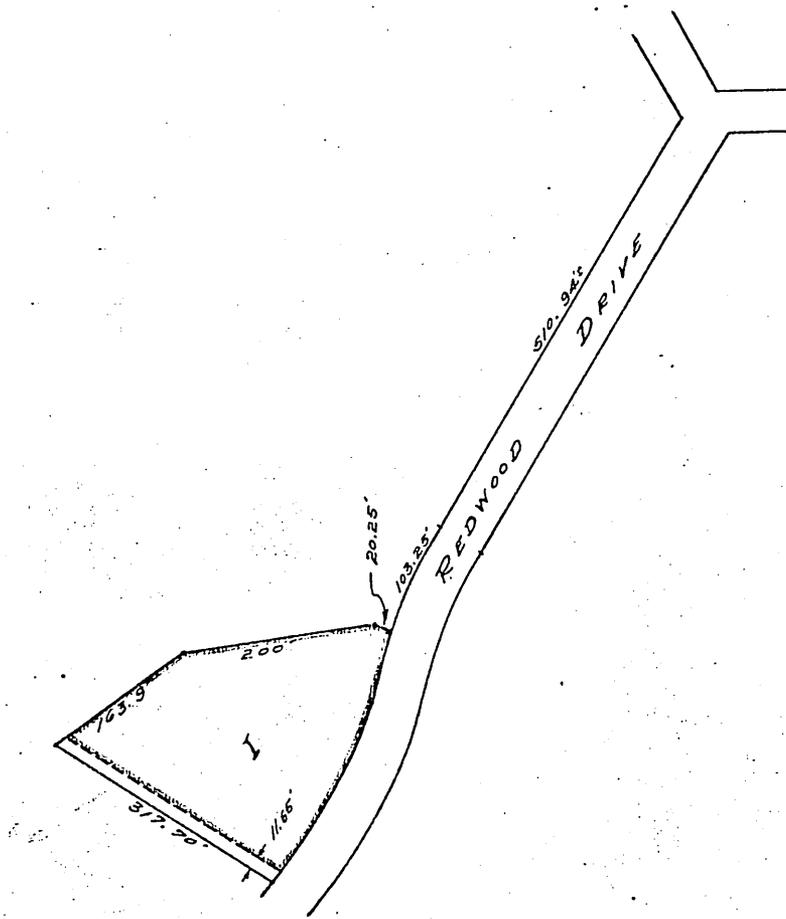
7. The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon the insured in litigation carried on by the Company for the insured, and in litigation carried on by the insured with the written authorization of the Company, but not otherwise. The liability of the Company under this policy shall in no case exceed, in all, the actual loss of the insured and costs which the Company is obligated hereunder to pay, and in no case shall such total liability exceed the amount of this policy and said costs. All payments under this policy shall reduce the amount of the insurance pro tanto, and payment of loss or damage to an insured owner of indebtedness shall reduce, to that extent, the liability of the Company to the insured owner of said land. No payment can be demanded by any insured without producing this policy for indorsement of such payment.

### MANNER OF PAYMENT OF LOSS TO INSURED

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

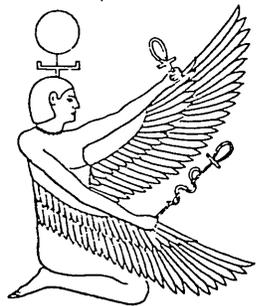
### WRITTEN INDORSEMENT REQUIRED TO CHANGE POLICY

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



This plat is inserted as a matter of information only, and while the same is compiled from information which we believe to be correct, no liability is assumed by this Company as to the correctness of said information.

Security Title Insurance and Guarantee Company



Policy of  
— Title —  
Insurance



Security  
— Title —  
Insurance  
— and —  
Guarantee  
Company

UNDER DIRECT SUPERVISION  
OF THE STATE INSURANCE  
COMMISSIONER



CAPITAL AND SURPLUS  
IN EXCESS OF  
\$ 2,300,000.00

ESCROW INSTRUCTIONS

Escrow No. 21934-L
Riverside, California
October 4, 1939

SECURITY TITLE INSURANCE AND GUARANTEE COMPANY:

will hand you on demand before close of escrow warrant of the City of Riverside, for \$4400.00,

which you are instructed to use when, after recording the necessary instruments, you can procure all Owners' Policy of Title Insurance, issued by the Security Title Insurance and Guarantee Company or nominee in its usual form containing the printed exceptions usual in such policy, with liability not less than \$4400.00 on the following described property situated in the City of Riverside, County of Riverside, State of California.

All of Lot "I" of the Amended Map of the Indian Hill Tract, as shown by map on file in Book 10, page 3 of Maps, Riv. Co. Records; Excepting therefrom a strip of land 11.55 ft in width off the Swly side of sd Lot "I", the No. line of sd strip of land being // with the Swly line of sd Lot "I".

showing title vested in City of Riverside, a Municipal Corporation

Subject to: (1) Taxes for the fiscal year 1939-40 including levies for the acquisition and improvement districts, county road improvement districts, municipal improvement districts, California irrigation districts or drainage districts, (if any).

Bond-Assessment with no delinquent payments, and with unpaid balance of principal not to exceed \$

(2) Conditions, restrictions, easements, reservations, rights and rights of way of record and in deed to file, if any.

Mortgage-Trust Deed // of record // executed by // to file

to secure // note for \$ // dated // 1937 // Trustee, // after date, with interest at // per cent per annum, payable // at //

in favor of // Said Mortgage-Trust Deed to contain a bonus clause of // days unaccrued interest //

Mortgage-Trust Deed // of record // executed by // to file

And, when you can hold for me XXXX shares of water stock of XXXX Company, duly endorsed for transfer to me, with assessments and bills paid to XXXX

- After escrow is closed you will:
1: Prorate interest on loan based on statement of holder of note or Agent to close of escrow. XXXX
Unpaid balance to be. XXXX \$ XXX
2: Deliver fire insurance for \$ None, as handed you, transferred to me (with proper mortgage clauses attached). Prorate to XXXXX
3: Prorate. XXXXX Taxes XXXX
4: Prorate advance rents to. XXXXXXXXXX as per statement handed you.

