

This Indenture, Made the 4th day of May

in the year of our Lord, one thousand nine hundred thirty-one

between Eliza J. Fallon, also known as E. J. Fallon,

1067

a widow

part y of the first part

and the City of Riverside, a municipal corporation,

part y of the second part,

Witnesseth, that for and in consideration of the sum of Ten and no/100

Dollars,

in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged,

the said part y of the first part do es by these presents remise, release, and forever quitclaim

unto the said part y of the second part, and to its successors heirs and assigns

water rights appurtenant to the following described

forever, all that certain lot or parcel of land situate in the City of Riverside

County of Riverside, State of California, and bounded and particularly

described as follows, to-wit:

Lots K, L, M, N, O, S and T as shown on the amended map of Indian Hill Tract on file in the office of the County Recorder of the County of Riverside, State of California, in Book 10 of Maps at page 3 thereof which are represented by any interest in the capital stock of the Twin Springs Water Company, a corporation, or the property and water rights belonging thereto, together with the right to receive all water from said company, right to receive which has heretofore belonged to the Grantor herein as owner of said land and said capital stock.

Together with the right to remove said water and use the same whenever and wherever desired by second party, its successors and assigns.

Together with the right to remove, use and take any water belonging to or developed by the Twin Springs Water Company or any stockholder thereof which may now be appurtenant to any of the land described in the Articles of Incorporation of said Company.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

To Have and to Hold all and singular, the said premises together with the appurtenances, unto the said part y of the second part and to its successors heirs and assigns forever.

1067

In Witness Whereof, the said part...y...of the first part ha...s...hereunto set...her... hand.....the day and year first above written.

The above instrument approved as to form

My Seal
CITY ATTORNEY, OF THE CITY OF RIVERSIDE, CALIF.

Eliza J. Fallon
Elizabeth J. Fallon

STATE OF CALIFORNIA,
County of Riverside } ss.

On this 4th day of May in the year one thousand nine hundred thirty-one, before me, Chas. T. Johnson a Notary Public in and for said County and State, personally appeared

Eliza J. Fallon

known to me to be the person.....described in and whose name.....is.....subscribed to the within instrument, and acknowledged that.....She.....executed the same.

17943M

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

Chas. T. Johnson
Notary Public in and for said County and State.

Quitclaim Deed

INDIVIDUAL

Elizabeth J. Fallon

TO

City of Riverside,

Dated..... 1931

Security Title Insurance
and
Guarantee Company

CALIFORNIA

Order No. 73347-15200
When recorded, please mail this instrument to

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

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

- LOS ANGELES 632-634 W. Sixth St.
- FRESNO 1136 Fulton St.
- MADERA 129 South D Street
- MERCED 652 17th Street
- MODESTO 1013 4th Street
- RIVERSIDE Eighth and Orange
- SAN BERNARDINO 480 Court Street
- REDLANDS 12 West Citrus Street
- SANTA ANA 313 No. Broadway
- EL CENTRO 616 Main Street
- SAN LUIS OBISPO 975 Osos Street
- SANTA BARBARA 1014 State Street
- STOCKTON 30 North San Joaquin Street
- VISALIA Locust and Acquia Streets
- HANFORD 207 West Seventh Street
- JACKSON Amador County
- SAN ANDREAS Calaveras County
- VENTURA 831 Main Street
- SONORA Tuolumne County

This Blank Is Not For Sale

Mill
County
Street
County
City
County
City
County
City
County
City
County
City

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

RESOLUTION NO. 1833 (NEW SERIES)

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

RESOLVED, by the Council of the City of Riverside, California,
that deed dated May 4, 1931, executed by ELIZA J. FALLON, also known as
E. J. FALLON, a widow, to the CITY OF RIVERSIDE, a municipal corporation,
of the County of Riverside, State of California, quitclaiming forever all
water rights appurtenant to the following described premises situated in
the City of Riverside, County of Riverside, State of California, and more
particularly described as follows, to-wit:

Lots K, L, M, N, O, S and T as shown on the amended
map of Indian Hill Tract on file in the office of
the County Recorder of the County of Riverside, State
of California, in Book 10 of Maps at page 3 thereof
which are represented by any interest in the capital
stock of the Twin Springs Water Company, a corpora-
tion, or the property and water rights belonging
thereto, together with the right to receive all water
from said company, right to receive which has hereto-
fore belonged to the Grantor herein as owner of said
land and said capital stock.

Together with the right to remove said water and use
the same whenever and wherever desired by second party,
its successors and assigns.

Together with the right to remove, use and take any
water belonging to or developed by the Twin Springs
Water Company or any stockholder thereof which may now
be appurtenant to any of the land described in the
Articles of Incorporation of said Company,

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 Recorder of Riverside County, California, and thereafter filed in
the office of the City Engineer 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 16th day of June, 1931, by
the following vote:

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

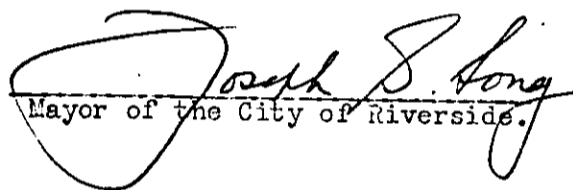
Ayes: Councilmen Redman, Taylor, Pearse, Wells and Lohrli.

Noes: None.

Absent: Councilmen Backstrand and Lindsley.


City Clerk of the City of Riverside.

I hereby approve the foregoing resolution this 23rd day of June,
1931.


Mayor of the City of Riverside.

ELIZA J. FALLON

TO

CITY OF RIVERSIDE

COMPANY
TITLE COMPANY

COMPANY
DOCUMENTS A LAURENCE
T. FORD

LEONARD WHITE
VICE-PRESIDENT
HOLT
MANAGER

CHAR. E. JOHNSON
MANAGER & TREASURER

RECEIVED FOR RECORD

JUN 30 1931

at 50 Main St. Riverside, Cal.

REQUEST OF

RIVERSIDE TITLE COMPANY

Copied in Book No. 59 of

Official Records, page 446 of

City Records of Riverside County,

California.

Eliza J. Fallon Recorder.

Fees, 5 none/12 Recorder.

1067

none/12

6/31

1067

COMPASS
TITLE COMPANY
LEONARD WHITE
ESCROW OFFICER

CHAS. E. JOHNSON
MANAGER & TREASURER

SARAU & THOMPSON
COUNSEL

ELIZABETH S. RAINER
SECRETARY
CLINE C. WHITE
ASST. SECRETARY



PROPERTY INDEX EXTENDING
BACK TO FOUNDATION OF BOTH
SAN BERNARDINO AND
SAN DIEGO COUNTIES

940 MAIN STREET

RIVERSIDE, CALIFORNIA

AND
THREE INSURANCE AND TRUST COMPANY

LOS ANGELES, CALIFORNIA

WILLIAM H. ALLEN, JR.
PRESIDENT
STUART O'MELVENY
FIRST VICE-PRESIDENT
O. P. CLARK
SECRETARY

CAPITAL AND SURPLUS
OVER
\$11,000,000.00

No. 73397

42/107

**UNLIMITED CERTIFICATE
AND
GUARANTEE OF TITLE**

Issued for the benefit and protection of

City of Riverside.

After careful examination of the official records of the counties of San Bernardino and Riverside, State of California, in relation to the record title to that certain real property hereinafter described, the

RIVERSIDE TITLE COMPANY

a Corporation having its principal place of business in the City of Riverside, State of California (herein called the Abstract Company)

hereby **Certifies** and the

TITLE INSURANCE AND TRUST COMPANY

a Corporation of Los Angeles, California, (herein called the Insurance Company)

hereby **Guarantees** in a sum not exceeding \$3350.00 that the said title, as appears from said records, is vested in

ARTHUR H. BROWN and M. NEOLA BROWN, his wife,
as joint tenants, as to an undivided one-half interest, and in

MAX HAMBERG and IDA PORTER HAMBERG, his wife,
as joint tenants, as to an undivided one-half interest as to Parcels 1 and 2, and in

E. J. FALLON, also known as Eliza J. Fallon, a widow, as to Parcel 3.

1067

Free From All Encumbrances,

Except, 1st:

County and Municipal Taxes for fiscal year 1931-32,
payable November 1, 1931.

Except, 2nd:

Buena Vista Improvement Assessment, payable in connection
with County and Municipal Taxes.

Except, 3rd:

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.

Except, 4th:

Provisions regarding development and use of water, sinking
of wells, etc., as fully set out in Deed from the Riverside Land and
Irrigating Company recorded in Book 440 page 208 and in Deed from the
Rubidoux Building Company recorded April 10, 1920 in Book 525 page 340
of Deeds, records of Riverside County, California.

Also Reservation of all riparian rights in the Santa Ana
River appurtenant to said land, and right of way reserved to the Twin
Springs Water Company for necessary pipe lines and appurtenances, all
as set out in the above mentioned Deeds to which reference is hereby
made for further particulars.

Except, 5th:

A Right of Way along a portion of the Northeast side of
Parcel 3 hereinafter described, as granted to The Southern Sierras
Power Company, by Deed recorded March 19, 1912 in Book 347 page 182
of Deeds, records of Riverside County, California.

Except, 6th:

A Mortgage executed by Arthur H. Brown and M. Neola Brown, his wife, in favor of Eliza J. Fallon, a widow, to secure the payment of one note for \$2170.00, dated May 21, 1925, principal sum payable three years after date; with interest at seven per cent per annum, payable monthly and if not so paid to become a part of the principal and thereafter bear like interest as the principal; and recorded June 2, 1925 in Book 245 page 83 of Mortgages, records of Riverside County, California.

Said Mortgage affects only Parcel 2 hereinafter described.

Except, 7th:

A Deed of Trust executed by Arthur H. Brown and M. Neola Brown, his wife, parties of the first part, to Riverside Title Company, a corporation, Trustee, party of the second part, and John Mahan, party of the third part, to secure the payment of one note for \$17,000.00 by said first parties to said third party and dated May 23, 1928; with interest from June 1, 1928 at eight per cent per annum, payable quarterly and if not so paid to become a part of the principal and thereafter bear like interest as the principal; principal sum payable June 1, 1931; said Deed of Trust being recorded June 4, 1928 in Book 761 page 163 of Deeds, records of Riverside County, California.

Said Note recites that the privilege is reserved of paying the same in full at any time by giving 90 days written notice or by paying 90 days additional interest as a bonus.

Said Deed of Trust affects only Parcel 1 hereinafter described.

Except, 8th:

A Deed of Trust executed by Arthur H. Brown and M. Neola Brown, his wife, parties of the first part, to Riverside Title Company, a corporation, Trustee, party of the second part, and John Mahan, party

of the third part, to secure the payment of one note for \$900.00 by said first parties to said third party, and dated May 23, 1928; with interest from June 1, 1928 at eight per cent per annum, payable quarterly and if not so paid to become a part of the principal and thereafter bear like interest as the principal; principal sum payable June 1, 1931; said Deed of Trust being recorded June 4, 1928 in Book 761 page 173 of Deeds, records of Riverside County, California.

Said Deed of Trust recites that it is subject to a first Deed of Trust of \$17,000.00 filed concurrently therewith.

Said Note recites that the privilege is reserved of paying the same in full at any time by giving 90 days written notice or by paying 90 days additional interest as a bonus.

Said Deed of Trust affects only Parcel 1 hereinafter described.

Except, 9th:

An Option dated October 18, 1928 and recorded October 20, 1928 in Book 781 page 539 of Deeds, records of Riverside County, California, by which Mrs. Eliza Jane Fallon gives to Riverside Country Club Incorporated an option to purchase Parcel 3 hereinafter described for \$850.00 per acre at any time within four (4) years and two hundred and sixty (260) days, or to lease said property within two hundred and twenty-six (226) days for a period of four (4) years at a rental as particularly set out therein.

Except, 10th:

A Judgment for \$680.23 docketed July 6, 1929 in Action #208423 of the Superior Court of San Francisco County, California, against Arthur H. Brown, and in favor of The Sterling Adjustment Co., a Transcript of said Judgment being recorded July 30, 1929 in Book 6 page 178 of Transcripts of Judgment, records of Riverside County, California.

- : D E S C R I P T I O N : -

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

PARCEL #1: All that portion of Lots "S" and "T", as shown by Amended Map of the Indian Hill Tract on file in Book 10 page 3 of Maps, records of Riverside County, California, described as follows:

Commencing at the most Southerly corner of said Lot "S";

Thence Northerly along the Easterly line of said Lots "S" and "T", a total distance of 1273.81 feet, more or less, to the Northeasterly corner of said Lot "T";

Thence Northwesterly along the Northeasterly line of said Lot "T", 235 feet;

Thence in a Southerly direction 635 feet to a point distant 244 feet, on a line measured at a right angle, from the Easterly line of said Lot "T";

Thence in a Westerly direction 364 feet to a point 563 feet, on a line measured at a right angle, from the Easterly line of said Lot "S";

Thence in a Southwesterly direction 164 feet to a point distant 632 feet, on a line measured at a right angle, from the Easterly line of said Lot "S";

Thence Southerly and parallel with the Easterly line of said Lot "S" to a point on the Northeasterly line of Redwood Drive as shown on said Map;

Thence Southeasterly along the Northerly line of said Redwood Drive, to the point of beginning.

EXCEPTING therefrom 0.22 of an acre in the most Southerly corner of Lot "S" as granted to the City of Riverside, by Deed recorded November 2, 1923 in Book 544 page 260 of Deeds, records of said County.

Excepting therefrom all water and water rights appurtenant thereto together with the right to remove the same, as conveyed to the City of Riverside, a municipal corporation, by Deed filed for record

, 1931 in the office of the County Recorder of Riverside County, California.

PARCEL #2: All that portion of Lots "S" and "T", as shown by the Amended Map of the Indian Hill Tract, on file in Book 10 page 3 of Maps, records of Riverside County, particularly described as follows:

A strip of land 64 feet in width lying Northwesterly of that certain parcel of land conveyed to Arthur H. Brown and M. Neola Brown, his wife, by Deed recorded January 20, 1925 in Book 626 page 208 of Deeds, records of Riverside County, California, and being a strip of land 64 feet in width measured at a right angle from the Northwesterly line of the property described in the above referred to Deed, and running parallel therewith.

Excepting therefrom all water and water rights appurtenant thereto, together with the right to remove the same, as conveyed to the City of Riverside, a municipal corporation, by Deed filed for record June 30, 1931 in the office of the County Recorder of Riverside County, California.

PARCEL #3: Lots "K", "L", "M", "N" and "O", as shown by the Amended Map of Indian Hill Tract, on file in Book 10 page 3 of Maps, records of Riverside County, California.

Also all that portion of Lots "S" and "T" as shown by said Map which is located Northerly and Northwesterly of the Northerly and Northwesterly lines of Parcel #2 hereinabove described;

Excepting from said Lot "K" the portion thereof granted to S. C. Evans by Deed recorded January 6, 1925 in Book 544 page 455 of Deeds, records of Riverside County, California, and particularly described as follows:

Beginning at the Southwesterly corner of said Lot;

Thence North $32^{\circ} 15'$ East along the Westerly line thereof, 120.13 feet;

#73397-7

Thence South 12° 23' East, 181.78 feet;

Thence North 53° 37' West, 128.71 feet to the point of beginning, estimated to contain .35 acres.

EXCEPTING THEREFROM all water and water rights appurtenant thereto, together with the right to remove the same, as conveyed to the City of Riverside, a municipal corporation, by Deed filed for record June 30, 1931 in the office of the County Recorder of Riverside County, California.

This Certificate and Guarantee are issued upon the following conditions and stipulations:

1. No provision or condition thereof can be waived or changed except by writing endorsed hereon or attached hereto and signed by the President, a Vice-President, the Secretary or an Assistant Secretary of the Abstract Company and of the Insurance Company.
2. The liability of the Abstract Company and of the Insurance Company shall in no case exceed in all the amount stated on the first page hereof and shall in all cases be limited to the actual loss of the persons and corporations for whose benefit and protection this Certificate and Guarantee are issued, as their respective interests may appear, provided, that each subsequent owner or pledgee of any indebtedness secured by mortgage or deed of trust shown herein, shall be entitled to, and shall have, all the protection, rights and remedies secured to the original owner hereof by the issuance of this Certificate and Guarantee.
3. Any loss shall be payable within thirty days after the amount thereof has been definitely fixed.
4. This Certificate and Guarantee do not include examination of or report on:
 - a. Adverse claims or rights not shown by such official records.
 - b. Reservations in federal or state patents, existing roads, water rights, water locations, mining claims, records of any local district or city in said county or matters affecting title resulting therefrom.
 - c. Taxes or assessments levied by any such district or city, if the land herein described lies within the boundaries of any such district or city other than the city of Riverside.
 - d. Proceedings for municipal or district improvements by local assessment unless such assessment has become a record lien.
 - e. The validity of any easement, lease, declaration of homestead, attachment, public assessment, tax sale or money judgment mentioned herein.
 - f. Action by any government or public agency for the purpose of regulating, restricting or controlling the occupancy or use of the land herein described or any building thereon.
 - g. The official records of the counties of San Bernardino or San Diego, subsequent to the date of the formation of Riverside County.

IN TESTIMONY WHEREOF, The ABSTRACT COMPANY has caused this Certificate to be signed by its

President and attested by its Assistant Secretary, under its corporate seal, and countersigned by its Manager and the INSURANCE COMPANY has caused this Guarantee to be signed by its President and attested by its Assistant Secretary, under its corporate seal this 30th day of June, 1931 at 8:30 o'clock A.M.

RIVERSIDE TITLE COMPANY

By J.W. Covert President

Attest: Beulah M. Daught Assistant Secretary

Countersigned Geo. Johnson Manager

TITLE INSURANCE AND TRUST COMPANY

By William H. Allyn President

Attest: Geo. Johnson Assistant Secretary

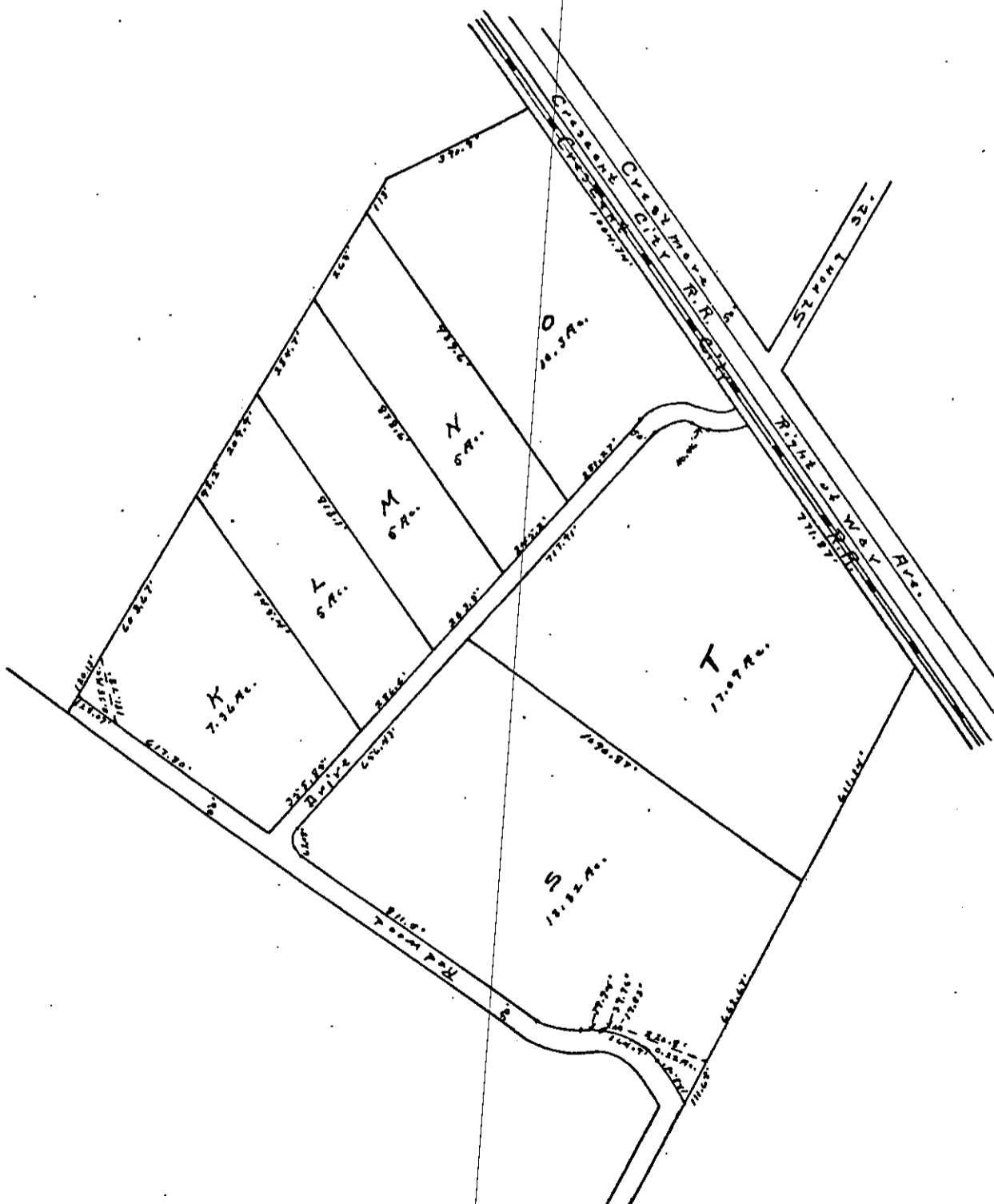
N

PLAT

Portion of Am'd. Map of Indian Hill Tract.

MAP BOOK 10 PAGE 3 Riv. CO. CAL.

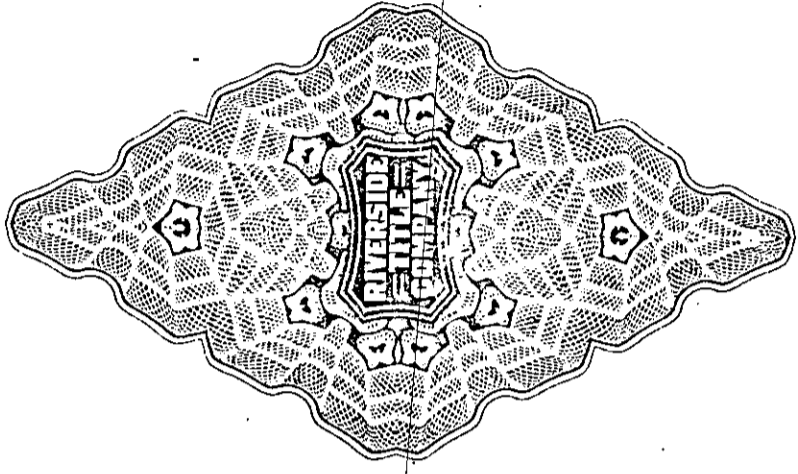
Scale 400 ft. = 1 Inch



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

1067



NUMBER
73397

RIVERSIDE TITLE COMPANY

CERTIFICATE OF TITLE

TO

Por. Indian Hill Tr.

ARTHUR H. BROWN, et al
ELIZA J. FALLON

(WATER RIGHTS - TWIN
SPRINGS WATER COMPANY)

GUARANTEED

BY

**FIDELITY INSURANCE
AND
TRUST COMPANY**
LOS ANGELES, CAL.

Capital and Surplus,
OVER
\$10,000,000

940 MAIN STREET

RIVERSIDE,
CAL.

CHAS. E. JOHNSON,
MANAGER.

