

When recorded mail to:

97150 City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92501

FREE RECORDING

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

RECEIVED FOR RECORD

MAY 27 1977

Book 1977 Page 97150
Recorded in Official Records of Riverside County, California
W.H. DeLoach Recorder
City of Riverside
1

FOR RECORDER'S OFFICE USE ONLY

Project: Proposed Expansion of La Sierra Park 8943

GRANT DEED

BETTY WORTHINGTON, a widow; DAVIS PACIFIC CORPORATION, a California corporation; JOHN R. PREWITT AND CAROL PREWITT MURPHY, co-executors of the Will of Louise D. Chesley deceased; DAVIS FARMS, INC., a California corporation; SECURITY PACIFIC NATIONAL BANK, a National Banking Association formerly Security First National Bank; DAVIS FOWLER CORPORATION, a California corporation; as their individual interests appear; Grantors,

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do hereby grant to the CITY OF RIVERSIDE, a Municipal Corporation, the real property in the City of Riverside, County of Riverside, State of California, described as follows:

That portion of Lots 1 and 2 in Block "C" of HOLDEN AVENUE TRACT, on file in Book 11 of Maps, at Page 67 thereof, Records of Riverside County, California, together with that portion of the vacated northeasterly 40.00 feet of La Sierra Avenue, Lot "0" of Tract No. 2 of LA SIERRA HEIGHTS, on file in Book 7 of Maps, at Page 66 thereof, Records of said Riverside County, more particularly described as follows:

COMMENCING at a point in the northwesterly line of said Lot 2, distant thereon South 65° 32' 00" West, 30.00 feet from the most northerly corner of said Lot 2; said point being also the most northerly corner of that certain parcel of land conveyed to the City of Riverside as Parcel 1 by Deed recorded June 12, 1970, as Instrument No. 56138 of Official Records of said Riverside County;

THENCE South 23° 13' 30" East, along the northeasterly line of said parcel so conveyed to the City of Riverside, 19.00 to the most easterly corner thereof and to THE TRUE POINT OF BEGINNING; said point being also in a line which is parallel with and distant 44.00 feet Southeasterly, as measured at right angle, from the centerline of Gramercy Place;

THENCE South 65° 32' 00" West, along said parallel line, 262.49 feet to the beginning of a tangent curve with a radius of 23.00 feet and concaving Easterly;

THENCE Southwesterly, Southerly, and Southeasterly, along said curve an arc length of 35.63 feet, thru a central angle of 88° 45' 30" to a line which is parallel with and distant 35.00 feet Northeasterly, as measured at right angle, from the centerline of La Sierra Avenue;

THENCE South 23° 13' 30" East, along said parallel line, 193.20 feet to the intersection with the southwesterly prolongation of the southeasterly line of said Lot 1; the preceding three courses being along the southeasterly, easterly and northeasterly line of said Parcel 1;

THENCE North 65° 32' 00" East, along said southwesterly prolongation and along the southeasterly line of said Lots 1 and

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2, a distance of 285.00 feet to a point therein, distant South 65° 32' 00" West, 30.00 feet from the most easterly corner of said Lot 2;

THENCE North 23° 13' 30" West, 215.71 feet to said TRUE POINT OF BEGINNING.

Area - 1.41 acres.

DESCRIPTION APPROVAL
By *George J. Hutchins* 2/17/77
Surveyor

Betty Worthington

BETTY WORTHINGTON
A widow

DAVIS PACIFIC CORPORATION
A California corporation

By *Elizabeth Sweetwood*
By *Elizabeth Lloyd Davis*

JOHN R. PREWITT AND CAROL PREWITT MURPHY
co-executors of the Will of Louise D. Chesley deceased;

By *John R. Prewitt*
By *Carol Prewitt Murphy*

DAVIS FARMS, INC.
a California corporation

By *Barbara F. Holland*
By *Karolyne L. Pinn*

SECURITY PACIFIC NATIONAL BANK
a National Banking Association
formerly Security First National Bank

By *Harold J. Wilkins* Vice President
By *John D. ...* Vice President

Dated May 26, 1977

APPROVED AS TO FORM
Edward ...
ASST. CITY ATTORNEY

DAVIS FOWLER CORPORATION
a California corporation

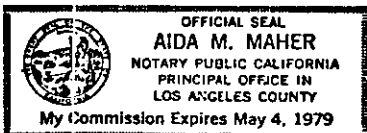
By *Karolyne L. Pinn*
By *Barbara F. Holland*

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } SS.

On MAY 21 1977 before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES R. THOMAS known to me to be the Vice President, and HAROLD J. WILKINS known to me to be the Vice President of the SECURITY PACIFIC NATIONAL BANK, the association that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the association therein named, and acknowledged to me that such association executed the same, and acknowledged to me that such association executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

(Seal)



Aida M. Maher
(Notary Public's Signature)

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LAW OFFICES
TUTTLE & TAYLOR
INCORPORATED
609 SOUTH GRAND AVENUE
LOS ANGELES, CALIFORNIA 90017
(213) 683-0603

Attorneys for Petitioners

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

Estate of)	No. P-605,973
)	
)	ORDER AUTHORIZING
)	CONVEYANCE OF REAL
LOUISE D. CHESLEY,)	PROPERTY TO CITY OF
)	RIVERSIDE
)	
Deceased.)	(Probate Code §587)
)	

The verified petition of JOHN R. PREWITT and CAROL PREWITT MURPHY, as co-executors of the will of LOUISE D. CHESLEY, deceased, by Tuttle & Taylor Incorporated, for an Order Authorizing the Conveyance of Real Property to the City of Riverside, came on regularly for hearing in Department 11, the Honorable Neil A. Lake, Judge, presiding. On proof made to the satisfaction of the Court, no person appearing to object to the petition, the Court finds that all notices of the hearing on the petition have been given for the period and in the manner prescribed by law; that the allegations of the petition are true; and that said conveyance is for the advantage and best interest of said estate and those interested therein.

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IT IS, THEREFORE, ORDERED that:

1. The petitioners be, and hereby are, authorized to convey the estate's interest in the property described on Exhibit 1 below (appearing before the signature on this Order) to the City of Riverside for \$11,789.17 cash;

2. The petitioners be, and hereby are, authorized to sign such papers and take such other action as may be reasonable to complete said transaction.

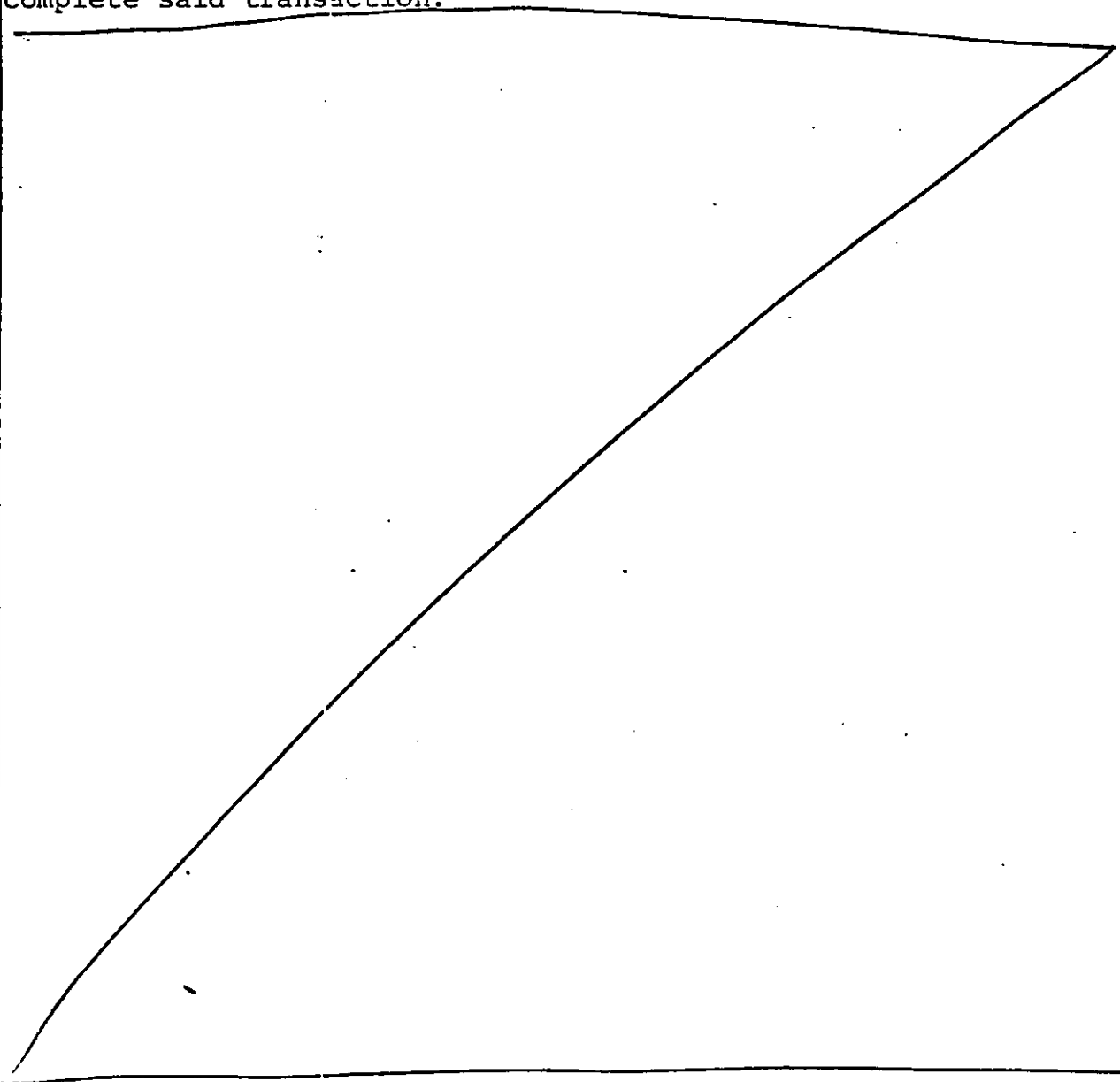


EXHIBIT I

PROPOSED EXPANSION OF LA SIERRA PARK

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That portion of Lots 1 and 2 in Block "C" of HOLDEN AVENUE TRACT, on file in Book 11 of Maps, at Page 67 thereof, Records of Riverside County, California, together with that portion of the vacated northeasterly 40.00 feet of La Sierra Avenue, Lot "U" of Tract No. 2 of LA SIERRA HEIGHTS, on file in Book 7 of Maps, at Page 66 thereof, Records of said Riverside County, more particularly described as follows:

COMMENCING at a point in the northwesterly line of said Lot 2, distant thereon South $65^{\circ} 32' 00''$ West, 30.00 feet from the most northerly corner of said Lot 2; said point being also the most northerly corner of that certain parcel of land conveyed to the City of Riverside as Parcel 1 by Deed recorded June 12, 1970, as Instrument No. 56138 of Official Records of said Riverside County;

THENCE South $23^{\circ} 13' 30''$ East, along the northeasterly line of said parcel so conveyed to the City of Riverside, 19.00 feet to the most easterly corner thereof and to THE TRUE POINT OF BEGINNING; said point being also in a line which is parallel with and distant 44.00 feet Southeasterly, as measured at right angle, from the centerline of Gramercy Place;

THENCE South $65^{\circ} 32' 00''$ West, along said parallel line, 262.49 feet to the beginning of a tangent curve with a radius of 23.00 feet and concaving Easterly;

THENCE Southwesterly, Southerly, and Southeasterly, along said curve an arc length of 35.63 feet, thru a central angle of $88^{\circ} 45' 30''$ to a line which is parallel with and distant 35.00 feet Northeasterly, as measured at right angle, from the centerline of La Sierra Avenue;

THENCE South $23^{\circ} 13' 30''$ East, along said parallel line, 193.20 feet to the intersection with the southwesterly prolongation of the southeasterly line of said Lot 1; the preceding three courses being along the southeasterly, easterly and northeasterly line of said Parcel 1;

THENCE North $65^{\circ} 32' 00''$ East, along said southwesterly prolongation and along the southeasterly line of said Lots 1 and 2, a distance of 285.00 feet to a point therein, distant South $65^{\circ} 32' 00''$ West, 30.00 feet from the most easterly corner of said Lot 2;

THENCE North $23^{\circ} 13' 30''$ West, 215.71 feet to said TRUE POINT OF BEGINNING.

Area - 1.41 acres.

May 10, 1977

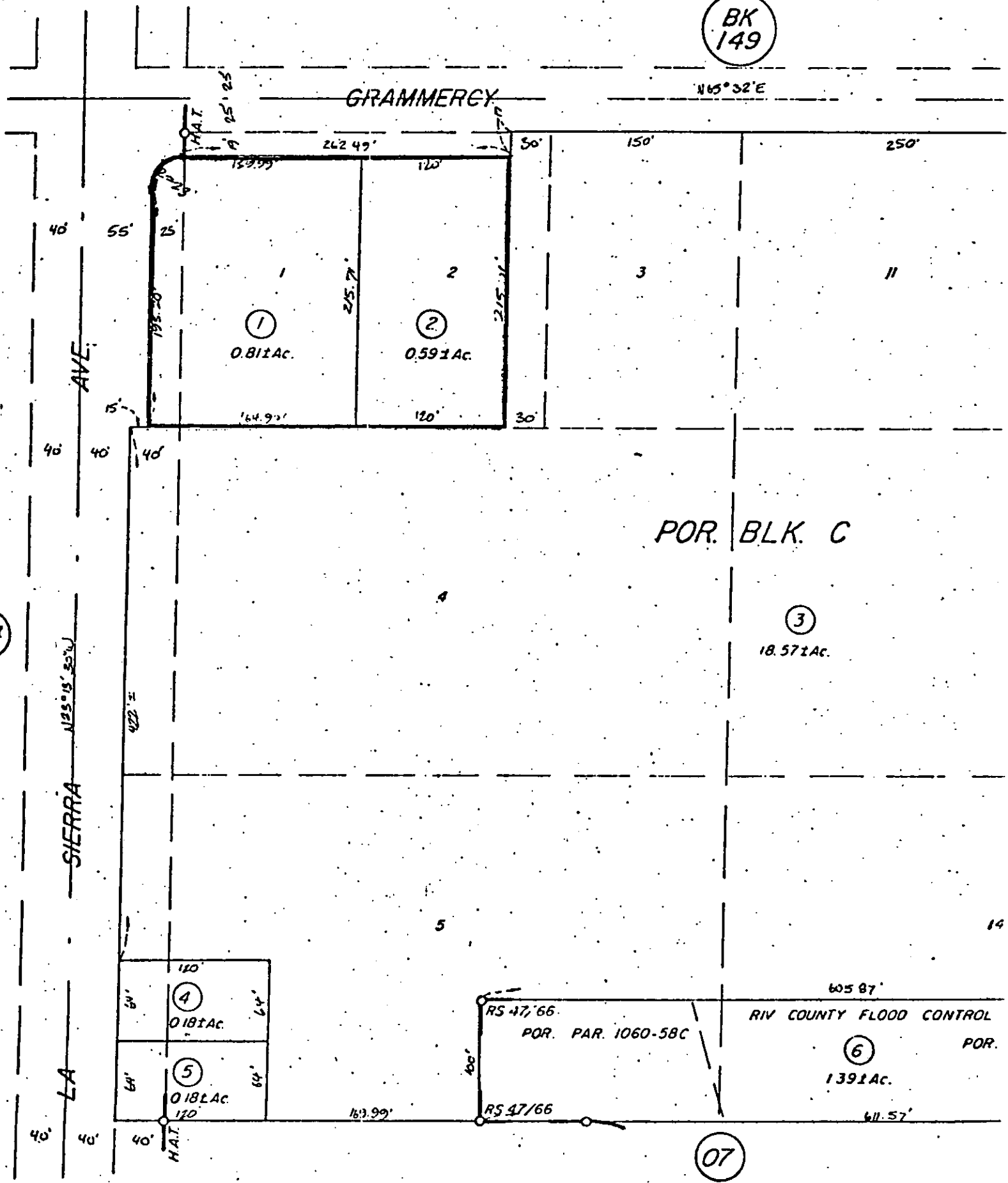
NEIL A. LAKE

NEIL A. LAKE, Judge

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POR. CITY OF RIVERSIDE
POR. SEC. 10, T.3S. R.6W.

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Grant deed from John Prewitt et al.
S.W.C. La Sierra & Geamaay
La Sierra Park Expansion
First American Title Insurance Company
3625 FOURTEENTH STREET, (P.O. BOX 986) RIVERSIDE, CALIFORNIA 92502 • (AREA 714) 684-1600



8943

Policy for City Clerk

Insurance Policy No. RIV-1508009

NOTE: THIS CONTAINS IMPORTANT INFORMATION ABOUT THE REAL ESTATE TRANSACTION YOU HAVE JUST COMPLETED. READ IT AND RETAIN IT WITH YOUR OTHER VALUABLE PAPERS PERTAINING TO THE PROPERTY.

The new home or other real estate you have purchased is protected with a policy of title insurance issued by First American Title Insurance Company. This is your guarantee of ownership.

We have assigned the above number to your records to assure prompt processing of future title orders involving the property. If you sell or obtain a loan on this property within two years, **FIRST AMERICAN TITLE WILL REDUCE THE USUAL POLICY RATE---20 percent.**

To be sure you obtain this savings, you should request the escrow officer to forward this letter to us with the order for title insurance.

We appreciate the opportunity of serving you and will be glad to assist you in any way, remembering that **PROTECTION OF YOUR PROPERTY IS YOUR FIRST CONSIDERATION --- AND OURS.**

A.W. Smith
A. W. Smith
Vice President & Manager

AWS:peh

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FIRST AMERICAN

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

A handwritten signature in cursive script, likely of the President.

PRESIDENT

ATTEST

A handwritten signature in cursive script, likely of the Secretary.

SECRETARY

SCHEDULE A

Total Fee for Title Search, Examination
and Title Insurance \$ 206.00

Amount of Insurance: \$ 35,000.00

Policy No. RIV-1508009

Date of Policy: July 6, 1977 at 9:00 A. 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:

IN FEE

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:

SEE SCHEDULE B, PART II ATTACHED

SCHEDULE B

PART II

- 1. General and Special County taxes for the fiscal year 1977-78, a lien not yet payable.*
- 2. A permanent easement and right of way granted to Citizens Domestic Water Company, to excavate for and lay, construct, maintain, operate, repair, alter, replace and remove a line of pipe or lines of pipes, ditches or flumes, together with any or all fittings appurtenant thereto, for the conveyance of water in, over and across the herein described property, together with certain water and water rights, as set out in Deed recorded March 18, 1926 in Book 663 page 591 of Deeds, Records of Riverside County, California.*
- 3. An easement for the hereinafter specific purpose and incidental purposes, in favor of Security Trust and Savings Bank, in Instrument recorded May 6, 1930 in Book 854 page 309 of Deeds, Records of Riverside County, California. Said easement is for utilities, and cannot be located from the records.*

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:

That portion of Lots 1 and 2 in Block "C" of HOLDEN AVENUE TRACT, on file in Book 11 of Maps at page 67 thereof, Records of Riverside County, California, together with that portion of the vacated Northeasterly 40.00 feet of La Sierra Avenue, Lot "O" of Tract No. 2 of LA SIERRA HEIGHTS, on file in Book 7 of Maps, at page 66 thereof, Records of Riverside County, more particularly described as follows:

COMMENCING at a point in the Northwesterly line of said Lot 2, distant thereon South 65° 32' 00" West, 30.00 feet from the most Northerly corner of said Lot 2; said point being also the most Northerly corner of that certain parcel of land conveyed to the City of Riverside as Parcel 1 by Deed recorded June 12, 1970 as Instrument No. 56138 of Official Records of Riverside County, California;

THENCE South 23° 13' 30" East, along the Northeasterly line of said Parcel so conveyed to the City of Riverside, 19.00 feet to the most Easterly corner thereof and to the TRUE POINT OF BEGINNING; said point being also in a line which is parallel with and distant 44.00 feet Southeasterly, as measured at right angle, from the centerline of Gramercy Place;

THENCE South 65° 32' 00" West, along said parallel line, 262.49 feet to the beginning of a tangent curve with a radius of 23.00 feet and concaving Easterly;

THENCE Southwesterly, Southerly, and Southeasterly, along said curve an arc length of 35.63 feet through a central angle of 88° 45' 30" to a line which is parallel with and distant 35.00 feet Northeasterly, as measured at right angle, from the centerline of La Sierra Avenue;

THENCE South 23° 13' 30" East, along said parallel line, 193.20 feet to the intersection with the Southwesterly prolongation of the Southeasterly line of said Lot 1; the preceding three courses being along the Southeasterly, Easterly and Northeasterly line of said Parcel 1;

THENCE North 65° 32' 00" East, along said Southwesterly prolongation and along the Southeasterly line of said Lots 1 and 2, a distance of 285.00 feet to a point therein, distant South 65° 32' 00" West, 30.00 feet from the most Easterly corner of said Lot 2;

THENCE North 23° 13' 30" West, 215.71 feet to said TRUE POINT OF BEGINNING.

md

INDORSEMENT

Attached to Policy No. RIV-1508009

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 said Policy, hereby modifies said Policy, as follows:


1. Notwithstanding anything contained in said Policy to the contrary, the amount of insurance provided by said 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 said Policy (as said amount may have been increased theretofore under the terms of this Indorsement) by the same percentage, if any, by which the United States Department of Commerce Composite Construction Cost Index (base period 1967) for the month of September immediately preceding exceeds such Index for the month of September one year earlier; provided, however, that the maximum amount of insurance in force shall never exceed 150% of the amount of insurance stated in Schedule A of said Policy, less the amount of any claim paid under said 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 said Construction Cost Index.
4. In the settlement of any claim against the Company under said 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 such claim, or as of the date of receipt by the Company of the first notice of such claim, whichever shall first occur.

Nothing herein contained shall be construed as extending or changing the effective date of said Policy.

This indorsement is made a part of said Policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

First American Title Insurance Company

BY  PRESIDENT

BY  ASSISTANT SECRETARY



NOTE: In connection with a future application for title insurance covering said land, reissue credit on premium charges (if applicable at all) will be allowed only upon the original face amount of insurance as stated in Schedule A of said Policy.

POR. CITY OF RIVERSIDE
POR. SEC. 10, T.3S. R.6W.

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GRAMMERCY

N65°32'E

