

229059

229059

When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

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

NOV 16 1977

45 Min. Past 11 o'clock A.M.

At Request of
CITY CLERK

Book 1977, Page 229059

Recorded in Official Records of Riverside County, California

W.W. Dalrymple Recorder

FEES \$ NONE

FOR RECORDER'S OFFICE USE ONLY

Project: Arlington Park

9163

GRANT DEED

CHARLES E. JACKSON and ORENA G. JACKSON, husband and wife as joint

tenants, 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:

The Northeasterly 50 feet of the Northwesterly 150 feet of Lot 29 in Block 11 of THE VILLAGE OF ARLINGTON, as shown by map recorded in Book 1, page 62, San Bernardino County Records, being more particularly described as follows:

BEGINNING at the Northeasterly corner of said Lot;

THENCE Southerly on the Easterly line of said Lot, 150 feet;

THENCE at right angles Westerly and parallel with Hayes Street, 50 feet;

THENCE at right angles Northerly 150 feet to Hayes Street;

THENCE at right angles Easterly on the Southerly line of Hayes Street, 50 feet to the point of beginning.

DESCRIPTION APPROVAL

by George P. Harkness 10/12/77

APPROVED AS TO FORM

Edmund Henry Whistler
ASST. CITY ATTORNEY

Dated 17 Oct 1977

Charles E. Jackson
CHARLES E. JACKSON

Witness: Ronald L. Bradley

Orena G. Jackson
ORENA G. JACKSON

CONSENT TO RECORDATION

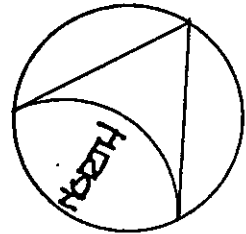
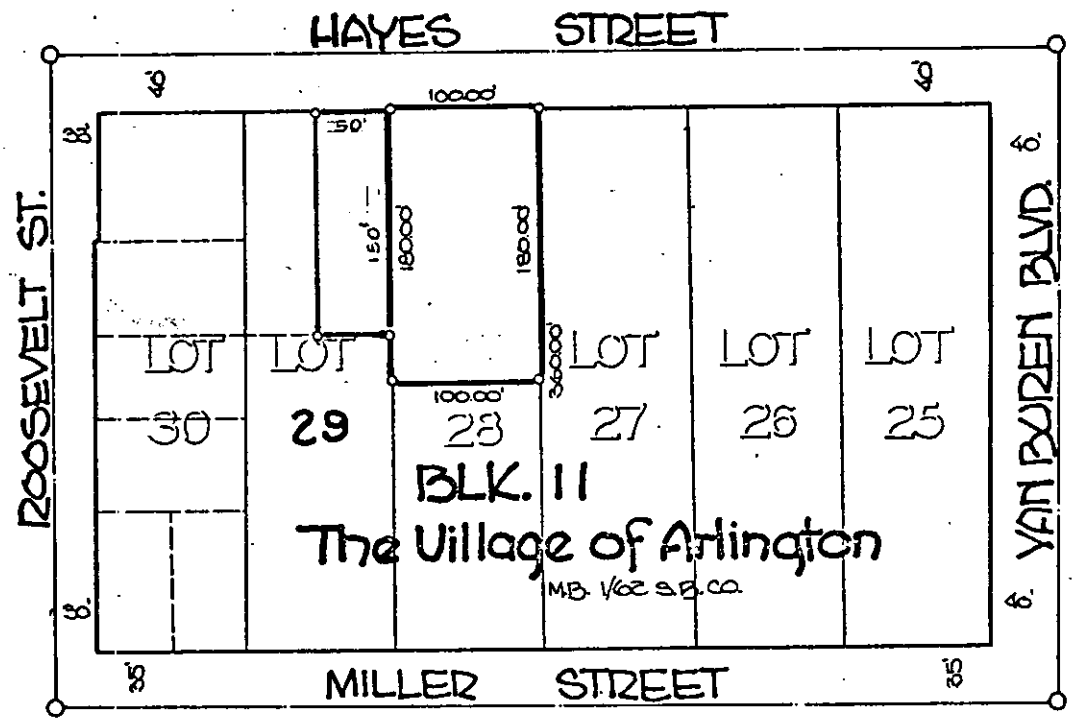
THIS IS TO CERTIFY that the interest in real property conveyed by this instrument to the City of Riverside, a Municipal Corporation, is hereby accepted for and on behalf of said City pursuant to Resolution of the City Council thereof recorded on 12-29-66 as Inst. No. 123460, Riverside County Records, and the Grantee hereby consents to recordation of this instrument through the undersigned.

Dated 11/16/77

Property Services Manager

229059

229059



• 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

5/18

SCALE: 1" = 100'

DRAWN BY AV DATE 3/30/17

SUBJECT ARLINGTON PARK

9163

9163

Policy of Title Insurance

SUBJECT TO SCHEDULE B AND THE CONDITIONS AND STIPULATIONS HEREOF, USLIFE TITLE INSURANCE Company of Dallas, a Texas 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, attorney's 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 Hereof, USLIFE TITLE INSURANCE Company of Dallas has caused this policy to be executed by its President under the seal of the Company, but this policy is to be valid only when it bears an authorized countersignature as of the date set forth in Schedule A.

Robert W. Brown
 President & Chief Executive Officer

Ervin T. Bal
 Attest, Senior Vice President, Secretary and Treasurer

William J. Malmquist
 Authorized Signature

ISSUED THROUGH THE
 OFFICE OF ORANGE COAST
 TITLE COMPANY OF RIVERSIDE
 3773 UNIVERSITY AVENUE
 RIVERSIDE, CA
 PH. (714) 781-6500

DLTA STANDARD COVERAGE-1973

Formerly DALLAS TITLE AND GUARANTY COMPANY

FORM 1/2 (CAL) 4800 677H

9163

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 A, 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 A 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, attorney's 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.

(Continued on inside back cover)

SCHEDULE A

Effective Date: November 16, 1977

Policy 1414503

GF No. R-2160

Amount: \$ 30,000.00

Premium \$ 114.75

INSURED

CITY OF RIVERSIDE

1. Title to the estate or interest covered by this policy at the date hereof is vested in:

CITY OF RIVERSIDE
a Municipal Corporation

2. The estate or interest in the land described or referred to in this schedule covered by this policy is a fee simple:

A FEE

3. The land referred to in this policy is situated in the County of Riverside
State of California, and is described as follows:

The Northeasterly 50 feet of the Northwesterly 150 feet of Lot 29 in Block 11 of the Village of Arlington, as shown by map recorded in Book 1, page 62, San Bernardino County Records being more particularly described as follows:
BEGINNING at the Northeasterly corner of said Lot;
THENCE Southerly on the Easterly line of said Lot, 150 feet;
THENCE at right angles Westerly and parallel with Hayes Street, 50 feet;
THENCE at right angles Northerly 150 feet to Hayes Street;
THENCE at right angles Easterly on the Southerly line of Hayes Street, 50 feet to the POINT OF BEGINNING.

CLTA STANDARD COVERAGE — 1973

FORM 1/2 (CAL) INSERT A68-1 8/77H

9163

SCHEDULE B (Continued)

Policy No. 1414503

GF No. R-2160

PART TWO

(The specific exceptions applicable to the estate or interest covered by the policy should be typed in this Part II.)

1. General and special County and City taxes for the fiscal year 1977-78;

Amount:	\$127.70
First Installment:	\$63.85
Second Installment:	\$63.85
Exemption:	\$1,750.00
Code area:	900
Parcel No:	145-303-006-0

2. A right of way reserved to the Riverside Water Company, its successors and assigns, for the construction and maintenance of all necessary water pipes, ditches, flumes and apparatus for the purpose of irrigation and domestic use.

NOTE: Said right of way is located in the streets except at water meter connection points.

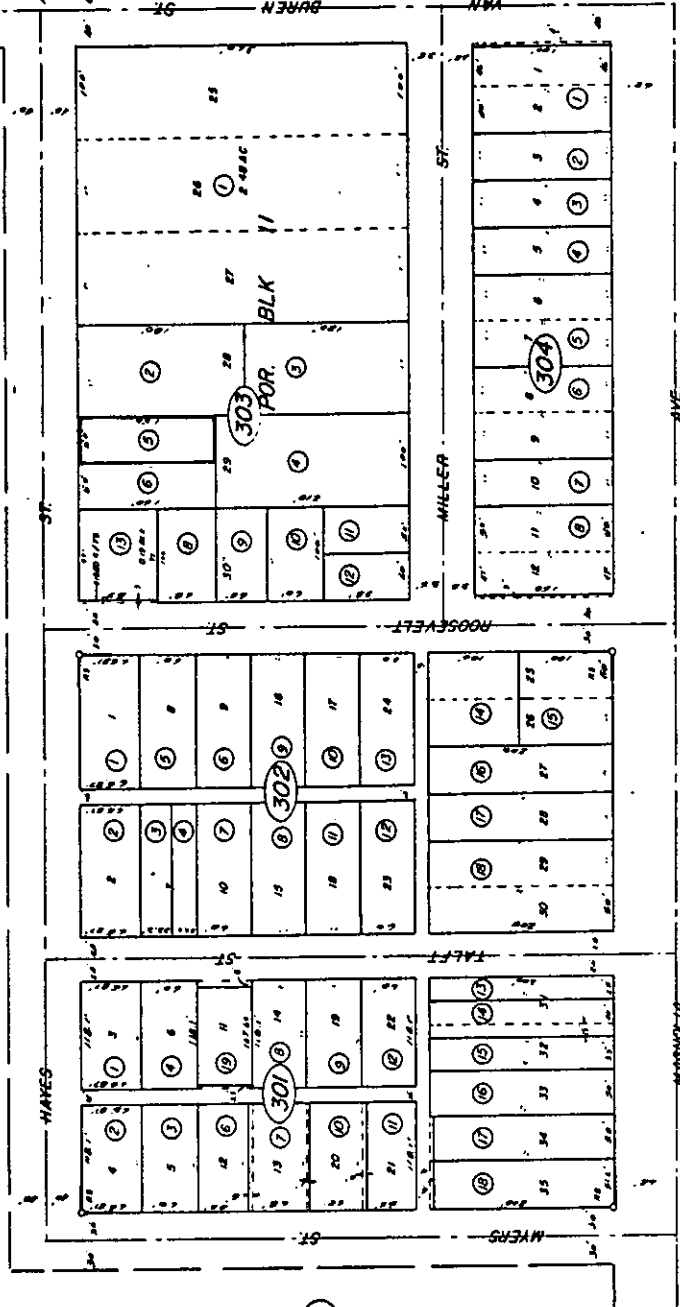
9-18
145-30

T.R.A. 900

POR. CITY OF RIVERSIDE.
POR. R.L.I.B CO T3S. R.5W.



BLK 191



29

28

DATE	NO.	BY	REMARKS

BLK 234

M.B. 2/46 Robertson Subdivision
M.B. 1/62 Village of Arlington S.B.

DATE: 12/28/88

ASSESSORS MAP BK 145 PG 30

9163