

# GRANT DEED

In consideration of \$ 10.00, receipt of which is acknowledged,

1161

HENRY NACKENHORST, a widower

~~XXXXXXXXXXXXXXXXXXXX~~  
do es hereby grant to CITY OF RIVERSIDE, a municipal corporation

~~XXXXXXXXXXXXXXXXXXXX~~  
the real property in the City of Riverside, County of Riverside,  
State of California, described as:

*Approved as to description  
Lee No. Figar.  
City Eng  
Gustav W. Reilly*

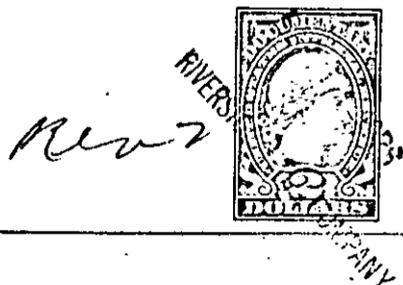
Lot 9 in Block 12 of the Village of Arlington,  
as shown by Map recorded in Book 1 page 62 of Maps,  
records of San Bernardino County, California,

Subject to Second installment of taxes for the  
fiscal year 1937-38, Usual Rights of Way, reservations  
and restrictions as now of record.

The above instrument approved  
as to form  
*[Signature]*  
CITY ATTORNEY OF THE  
CITY OF RIVERSIDE, CALIF.

Dated this 20th day of December, 1937.

*Henry Nackenhorst*



State of California }  
County of Riverside } ss

On this 22nd day of December, 1937 before me,

Leonard White

a Notary Public in and for said

County, personally appeared Henry Nackenhorst.

known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same.

Witness my hand and official seal.

10779-S

*Leonard White*  
Notary Public in and for said County and State

**Grant Deed**

Henry Nackenhorst, a widower

TO

City of Riverside,

Dated December 20th, 1937.

**RIVERSIDE TITLE COMPANY**

3940 Main Street  
RIVERSIDE, CALIFORNIA  
Phone 818

Escrow No. 19026

Order No. 88560

When recorded mail to

*City of Riverside*

*City Hall*

*Riverside, Calif.*

RIVERSIDE TITLE COMPANY

**RIVERSIDE TITLE COMPANY**

CHAS. E. JOHNSON - President  
EMERSON L. HOLT - Vice-Pres.  
GEORGE F. RAINER - Secretary  
LEONARD WHITE - Escrow Officer

3940 Main Street  
RIVERSIDE, CALIFORNIA  
Phone 818

RESOLUTION NO. 3140 (NEW SERIES)

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

\*\*\*

Resolved, that deed dated December 20, 1937, executed by HENRY

1161

RESOLUTION NO. 3140 (NEW SERIES)

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

\*\*\*

Resolved, that deed dated December 20, 1937, executed by HENRY HACKENBROCK, a widower, granting 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 9 in Block 12 of the Village of Arlington, as shown by Map recorded in Book 1 page 62 of Maps, records of San Bernardino County, California,

Subject to Second installment of taxes for the fiscal year 1937-38, Usual Rights of Way, reservations and restrictions as now of record,

be, and the same is hereby, accepted.

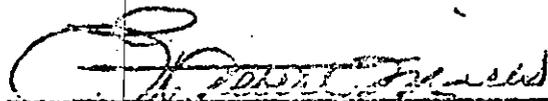
I, G. Albert Mills, City Clerk of the City of Riverside, California, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted by the Council of said City at its meeting held on the 1st day of February, 1938, by the following vote:

Ayes: Councilmen Redman, Williams, Carter, Harger, Dalea, Wells and Tiernan.

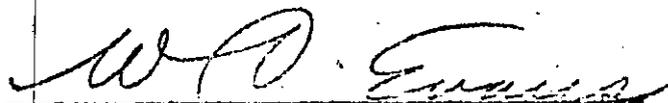
Noes: None.

Absent: None.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Riverside, California, this 1st day of February, 1938.

  
\_\_\_\_\_  
City Clerk of the City of Riverside.

I hereby approve the foregoing Resolution this 1st day of February, 1938.

  
\_\_\_\_\_  
Mayor of the City of Riverside.

RECEIVED BY THE STATE OF CALIFORNIA

RECEIVED

TO THE REGISTER OF DEEDS FOR THE COUNTY OF RIVERSIDE

THE STATE OF CALIFORNIA

RECEIVED

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RECEIVED FOR RECORD	MAR 14 1933
368	50
Wm A	Wm A
Wm A	Wm A
Wm A	Wm A

*Wm A*  
*Wm A*  
 RIVERSIDE TITLE COMPANY

No. 8560-19026  
 Please Return To

H. JANSSEN

IN HAND

(Joint Protection Policy)

No 88560-9016-R

# Title Insurance and Trust Company

\$2000.00

a California Corporation herein c  
the Company for a valuable consid  
paid for this policy of Title Insur

Does Hereby Insure

CITY OF RIVERSIDE,

together with any other person or corporation included in the  
in this Policy, against loss or damage not exceeding Two Th

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 existing at the date hereof and 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, insofar as it affects the lien or charge upon said land, of any mortgage or deed of trust shown in SCHEDULE B securing an indebtedness the owner of which is insured by this Policy,  
or by reason of priority thereto of any lien or encumbrance upon said land 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 14th day of March, 1938 at 9:00 A.M.

## THIS POLICY

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

RIVERSIDE TITLE COMPANY,  
RIVERSIDE, CALIFORNIA

3940 Main Street

Phone 818

TITLE INSURANCE AND TRUST COMPANY,

by *Stuart O. Welby*  
PRESIDENT

Attest: *Chas. Johnson*  
ASSISTANT SECRETARY

-1-

This policy consists of 4 pages which are numbered at the end of each page.

1161

(Joint Protection Policy)

No 88560-9016-R

# Title Insurance and Trust Company

\$2000.00

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

33/7

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 **Two Thousand 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 existing at the date hereof and 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, insofar as it affects the lien or charge upon said land, of any mortgage or deed of trust shown in SCHEDULE B securing an indebtedness the owner of which is insured by this Policy,

or by reason of priority thereto of any lien or encumbrance upon said land 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 **14th day of March, 1938 at 9:00 A.M.**

TITLE INSURANCE AND TRUST COMPANY,

by *Stuart O. Melvany*  
PRESIDENT

*Chas. Johnson*  
Attest: \_\_\_\_\_  
ASSISTANT SECRETARY

-1-

This policy consists of 4 pages which are numbered at the end of each page.

1161

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 9 in Block 12 of Village of Arlington, as shown by Map recorded in Book 1 page 62 of Maps, records of San Bernardino County, California.

SCHEDULE B

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

- (1) County and Municipal Taxes for the fiscal year 1938-39, payable November 1, 1938.
- (2) Second installment of County and Municipal Taxes for the fiscal year 1937-38. Vol. 1/193. Assmt. No. 1888. Amount: \$21.61.
- (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.

## EXCEPTIONS

THE COMPANY does not, by this Policy, insure against loss by reason of:

[1.] Any facts which a correct survey and inspection of said land would show; claims or title to water; 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 in which the land is situated; (b) the County seat of said County; (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 above referred to.

[3.] Proceedings for municipal improvement, which, at the date hereof, are shown by the official records of any such city, 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 pro-

portion 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, and not disclosed to the Company in writing. 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.

1161

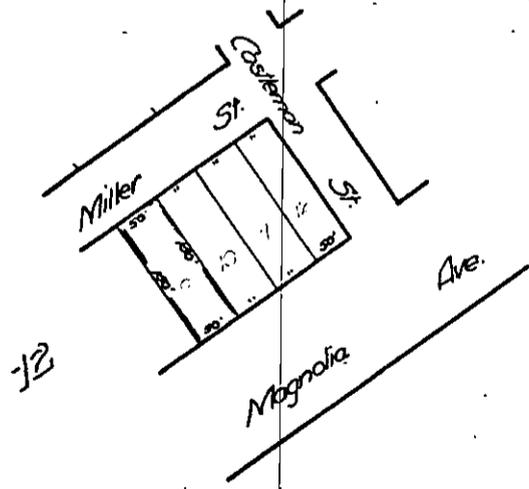


**PLAT**

Portion of Block 12 Arlington

MAP BOOK 1 PAGE 62, S.B. CO. CAL.

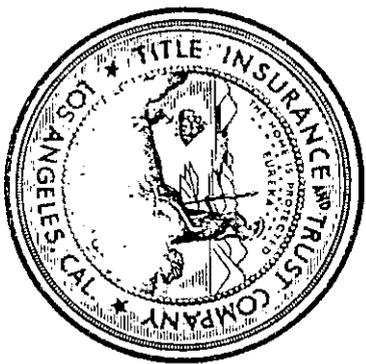
Scale 200 Ft. = 1 Inch



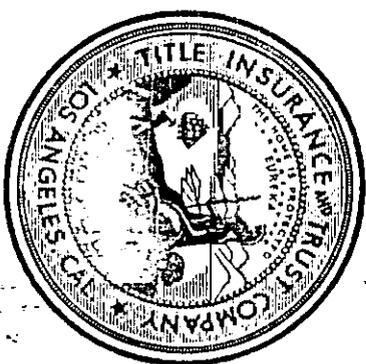
This plat is furnished for information only. It is compiled from data which we believe to be accurate, but no liability is assumed by this company as to the correctness of such data.

**TITLE INSURANCE AND TRUST COMPANY  
RIVERSIDE TITLE COMPANY**

1161

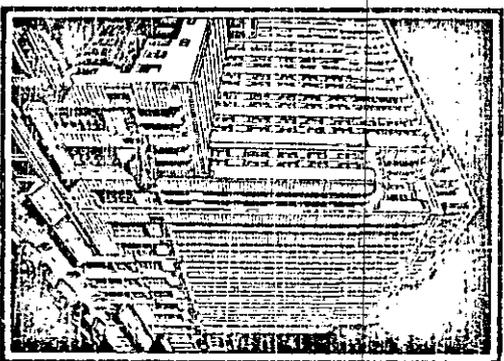


*Policy of  
Title  
Insurance*



*Title Insurance  
and  
Trust Company*

*Title Insurance  
and  
Trust Company*



TITLE INSURANCE BUILDING

KERN COUNTY  
1715 CHESTER AVENUE  
BAKERSFIELD

KERN COUNTY  
1715 CHESTER AVENUE  
BAKERSFIELD

RIVERSIDE COUNTY  
3940 MAIN STREET, RIVERSIDE

RIVERSIDE COUNTY  
3940 MAIN STREET, RIVERSIDE

SAN DIEGO COUNTY  
1028 SECOND STREET, SAN DIEGO

SAN DIEGO COUNTY  
1028 SECOND STREET, SAN DIEGO

SAN LUIS OBISPO COUNTY  
777 HIGUERA STREET, SAN LUIS OBISPO

SAN LUIS OBISPO COUNTY  
777 HIGUERA STREET, SAN LUIS OBISPO

SANTA BARBARA COUNTY  
14 EAST CARRILLO STREET  
SANTA BARBARA

SANTA BARBARA COUNTY  
14 EAST CARRILLO STREET  
SANTA BARBARA

TULARE COUNTY  
204 WEST MAIN STREET, VISALIA

TULARE COUNTY  
204 WEST MAIN STREET, VISALIA

VENTURA COUNTY  
439 MAIN STREET, VENTURA

VENTURA COUNTY  
439 MAIN STREET, VENTURA

**TITLE INSURANCE  
AND TRUST COMPANY**

INCORPORATED 1893

433 SOUTH SPRING STREET, LOS ANGELES

U. S. A.