

74828

When recorded mail to:

City Clerk's Office
City of Riverside
City Hall
3711 Orange St.
Riverside, Calif 92501
Grant Deed - Lime St. Widening

CITY DEED NO. _____

DOCUMENTARY TRANSFER TAX
\$ _____ <input checked="" type="checkbox"/> None
Signature <i>AMK</i>
CITY OF RIVERSIDE

GRANT DEED

FRANCES TETLEY HARTHAN

Grantor _____

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do es 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 northwesterly 1 foot of Lots 7 and 8 of Subdivision of Block 6, Range 3 of the Town of Riverside, as shown by map on file in Book 5, Page 127 of Maps, records of Riverside County, California; said northwesterly 1 foot being measured at right angles to the northwesterly line of said Lots 7 and 8.

The above described parcel of land contains an area of 105 square feet.

DESCRIPTION APPROVAL
by *George P. Hutchinson* 7/23/70 by *OS*
Surveyor

Dated July 23, 1970

WITNESS: *Richard H. Adney*

Frances Tetley Harthan
FRANCES TETLEY HARTHAN

CONSENT TO RECORDATION

THIS IS TO CERTIFY that the interest in real property conveyed by the Deed or Grant dated 7/23/70 From Frances Tetley Harthan

for N/W 1', Lots 7 & 8, Block 6, Range 3, Map Book 5, Page 127 of Maps.

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 by Inst. No. 123460, Riverside County Records, and the Grantee hereby consents to recordation of this instrument through the undersigned.

Dated 7/31/70 *AMK*
Property Services Mgr.

RECEIVED FOR RECORD
JUL 31 1970
35 Min. Past 1 o'clock P M
At Request of
CITY OF RIVERSIDE
Recorded in Official Records
of Riverside County, California
W. D. Walsh
Recorder
FEE \$ NONE
INDEXED
Microfilm recording from 4-1-65. Book and page no longer assigned. Identify by account number and year of filing.
mm 57

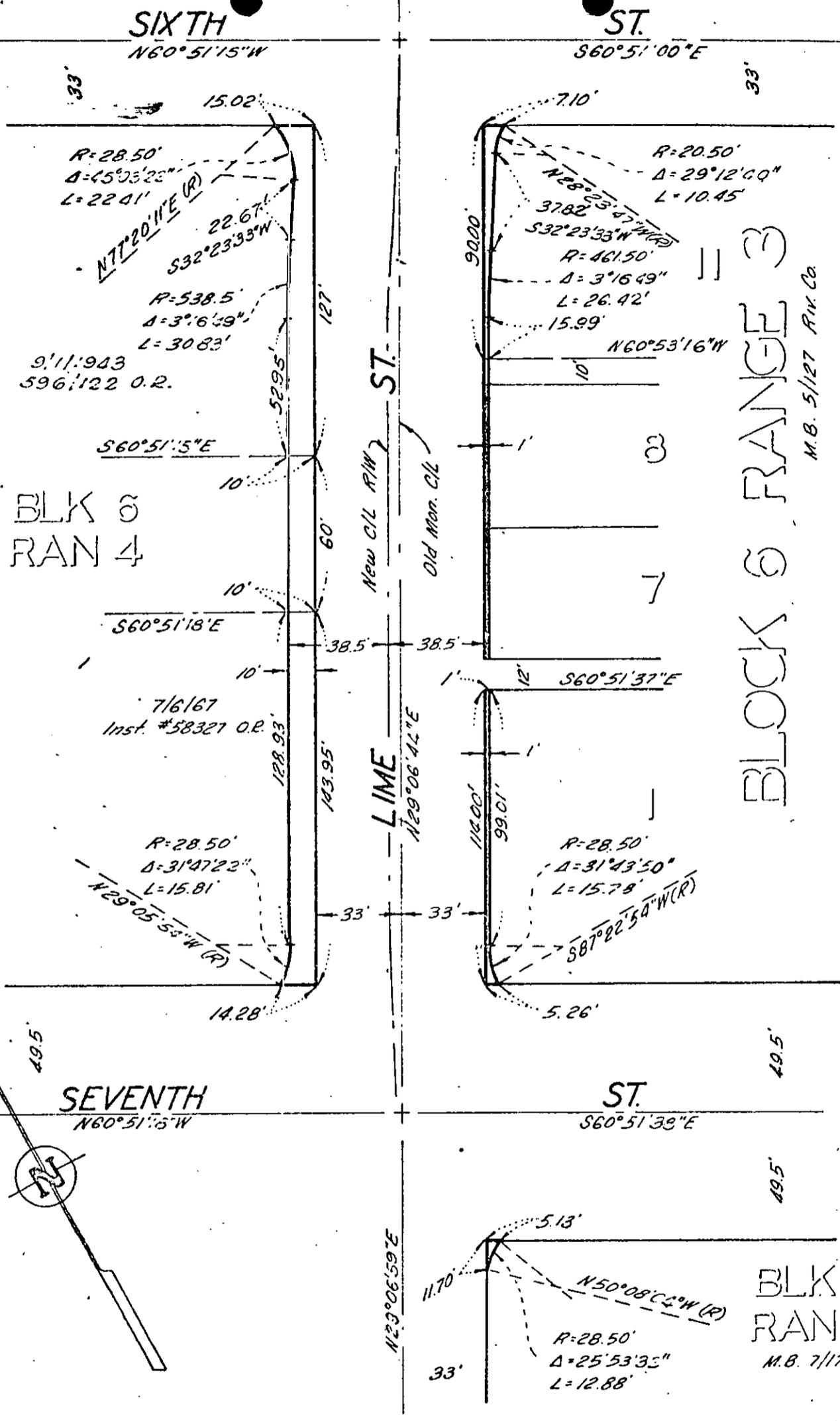
FOR RECORDER'S OFFICE USE ONLY

APPROVED AS TO FORM
Ray R. Cobb
DEPUTY CITY ATTORNEY

74828

TOWN OF RIVERSIDE

M.B. 7/17 S.B. Co.



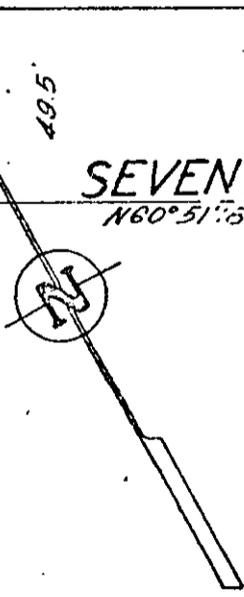
BLK 6
RAN 4

BLOCK 6 RANGE 3

M.B. 5/127 Riv. Co.

SEVENTH
ST.
N60°51'15\"/>

ST.
S60°51'39\"/>



CITY OF RIVERSIDE, CALIFORNIA

PLAT OF PARCEL(S) DESCRIBED
IN THE ATTACHED DOCUMENT

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

SCALE: 1" = 50'

DRAWN 10/22/68 BY BB

SUBJECT LIME ST. WIDENING

OF SHEETS

LIME ST. WIDENING
UNIV. AVE. TO 3022 ST.
R. # 32

Line at
University & 3rd
#132 D7165
Huntman



CLTA-1963
AMENDED 1969

STANDARD COVERAGE

POLICY OF TITLE INSURANCE

issued by

SECURITY TITLE INSURANCE COMPANY

Security Title Insurance Company, a California corporation, herein called the Company, for a valuable consideration paid for this policy, the number, the effective date, and amount of which are shown in Schedule A, hereby insures the parties named as Insured in Schedule A, the heirs, devisees, personal representatives of such Insured, or if a corporation, its successors by dissolution, merger or consolidation, against loss or damage not exceeding the amount stated in Schedule A, together with costs, attorneys' fees and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

1. Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule A, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or, in the Conditions and Stipulations; or
2. Unmarketability of such title; or
3. Any defect in the execution of any mortgage shown in Schedule B securing an indebtedness, the owner of which is named as an Insured in Schedule A, but only insofar as such defect affects the lien or charge of said mortgage upon the estate or interest referred to in this policy; or
4. Priority over said mortgage, at the date hereof, of any lien or encumbrance not shown or referred to in Schedule B, or excluded from coverage in the Conditions and Stipulations, said mortgage being shown in Schedule B in the order of its priority;

all subject, however, to the provisions of Schedules A and B and to the Conditions and Stipulations hereto annexed.

In Witness Whereof, Security Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Bruce M. Jones
Secretary



H. C. Tully
President

James J. Schiefe
An Authorized Signature

SCHEDULE A

Effective Amount of liability: \$1,000.00
Date: August 3, 1970 at 8:00 A. M.

Policy No: 375450
Premium \$40.00

INSURED

CITY OF RIVERSIDE

1. The estate or interest in the land described or referred to in this schedule covered by this policy is:

a fee

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

CITY OF RIVERSIDE,

a Municipal corporation.

3. The land referred to in this policy is situated in the State of California. County of

Riverside

and is described as follows:

The Northwesterly 1 foot of Lots 7 and 8 of Subdivision of Block 6, Range 3 of the Town of Riverside, as shown by Map on file in Book 5, page 127 of Maps, Riverside County Records; said Northwesterly 1 foot being measured at right angles to the Northwesterly line of said Lots 7 and 8.

Said property is also situated in the City of Riverside.

SCHEDULE B

This policy does not insure against loss or damage by reason of the following:

PART I

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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances 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. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

PART II

1. Taxes for the fiscal year 1970-71, a lien not yet payable.
2. A right of entry upon and right of way over the lands herein described for the construction and maintenance of all necessary water pipes, ditches, and other conduits that may be required by the Riverside Water Company, a corporation, its successors and assigns.

CONDITIONS AND STIPULATIONS (Continued and Concluded From Reverse Side of Policy Face)

requested by the Company the Insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse the Insured for any expense so incurred.

5. Notice of Loss - Limitation of Action

In addition to the notices required under paragraph 4(b), 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 determined and no right of action shall accrue to the Insured under this policy until thirty days after such statement shall have been furnished and no recovery shall be had by the Insured under this policy unless action shall be commenced thereon within five years after expiration of said thirty day period. Failure to furnish such statement of loss or damage, or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Insured of any action under this policy.

6. Option to Pay, Settle or Compromise Claims

The Company shall have the option to pay or settle or compromise for or in the name of the Insured any claim insured against or to pay the full amount of this policy, or, in case loss is claimed under this policy by the owner of the indebtedness secured by a mortgage covered by this policy, the Company shall have the option to purchase said indebtedness; such purchase, payment or tender of payment of the full amount of this policy, together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder. In the event, after notice of claim has been given to the Company by the Insured, the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

7. Payment of Loss

(a) The liability of the Company under this policy shall in no case exceed, in all, the actual loss of the Insured and costs and attorneys' fees which the Company may be obligated hereunder to pay.
(b) 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 all costs and attorneys' fees in litigation carried on by the Insured

with the written authorization of the Company.

(c) No claim for damages shall arise or be maintainable under this policy (1) if the Company, after having received notice of an alleged defect, lien or encumbrance not excepted or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company, or (3), in the event the title is rejected as unmarketable because of a defect, lien or encumbrance not excepted or excluded in this policy, until there has been a final determination by a court of competent jurisdiction sustaining such rejection.

(d) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto and no payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company; provided, however, if the owner of an indebtedness secured by a mortgage shown in Schedule B is an Insured herein then such payments shall not reduce pro tanto the amount of the insurance afforded hereunder as to such Insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage. Payment in full by any person or voluntary satisfaction or release by the Insured of a mortgage covered by this policy shall terminate all liability of the Company to the insured owner of the indebtedness secured by such mortgage, except as provided in paragraph 2 hereof.

(e) When liability has been definitely fixed in accordance with the conditions of this policy the loss or damage shall be payable within thirty days thereafter.

8. Liability Noncumulative

It is expressly understood that the amount of this policy is reduced by any amount the Company may pay under any policy insuring the validity or priority of any mortgage shown or referred to in Schedule B hereof or any mortgage hereafter executed by the Insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment to the Insured under this policy. The provisions of this paragraph numbered 8 shall not apply to an Insured owner of an indebtedness secured by a mortgage shown in Schedule B unless such Insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

9. Subrogation upon Payment or Settlement

Whenever the Company shall have

settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, and it shall be subrogated to and be entitled to all rights 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 and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of the Insured, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation. The Insured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Insured in any transaction or litigation involving such rights or remedies.

If the Insured is the owner of the indebtedness secured by a mortgage covered by this policy, such Insured may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the mortgage, or release any collateral security for the indebtedness, provided such act does not result in any loss of priority of the lien of the mortgage.

10. Policy Entire Contract

Any action or actions or rights of action that the Insured may have or may bring against the Company arising out of the status of the lien of the mortgage covered by this policy or the title of the estate or interest insured herein must be based on the provisions of this policy.

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, an Assistant Secretary or other validating officer of the Company.

11. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this policy or to its Home Office, 3444 Wilshire Boulevard, Los Angeles, California 90054.

12. THE PREMIUM SPECIFIED IN SCHEDULE A IS THE ENTIRE CHARGE FOR TITLE SEARCH, TITLE EXAMINATION AND TITLE INSURANCE.

SECURITY TITLE
INSURANCE COMPANY

POLICY OF
TITLE
INSURANCE



SECURITY TITLE
INSURANCE COMPANY

HOME OFFICE
13640 ROSCOE BOULEVARD
PANORAMA CITY, CALIFORNIA 91409

SECURITY TITLE
INSURANCE COMPANY