

When recorded mail to:

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

42259

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

MAR 7 1978

AT 9:00 O'CLOCK A.M.  
At Request of  
FIRST AMERICAN TITLE COMPANY  
OF RIVERSIDE

Book 1978, Page 42259  
Recorded in Official Records  
of Riverside County, California

W.H. Dwyer Recorder  
FEES \$

FOR RECORDER'S OFFICE USE ONLY

Project: Myra Lin Park Expansion

GRANT DEED

NINA D. MILLER

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:

1539231-4

That portion of Block 8 of Tract No. 3 of LA SIERRA HEIGHTS,  
as shown by map on file in Book 8 of Maps, at Page 27  
thereof, records of said Riverside County, more particularly  
described as follows:

BEGINNING at the most westerly corner of said Block;

THENCE Southeasterly along the southwesterly line of said  
Block a distance of 233.6 feet;

THENCE North 57° 55' East, 150.12 feet;

THENCE North 34° 20' West, to the northwesterly line of said  
Block;

THENCE Southwesterly along said northwesterly line to the  
point of beginning;

TOGETHER with that portion of vacated Cook Avenue lying  
southwesterly of the northwesterly prolongation of the  
northeasterly line of the hereinabove described parcel,  
and that portion of vacated Mobley Avenue lying northwesterly  
of the southwesterly prolongation of the southeasterly line  
of the hereinabove described parcel.

AREA - 0.95 of an acre, more or less.

DESCRIPTION APPROVAL  
By George D. Hatch 3/14/78

APPROVED AS TO FORM  
Edmund Dwyer 3/16/78  
ASSI. CITY ATTORNEY

STATE OF CALIFORNIA, }  
COUNTY OF Riverside } ss.

ON February 21, 19 78  
before me, the undersigned, a Notary Public in and for said State, personally appeared  
Nina D. Miller

\_\_\_\_\_ known to me,  
to be the person whose name is \_\_\_\_\_ subscribed to the within Instrument,  
and acknowledged to me that s/he executed the same.

WITNESS my hand and official seal.

Judy A. Blackburn  
Notary Public in and for said State.

42259

**JUDY A. BLACKBURN**  
NOTARY PUBLIC  
RIVERSIDE COUNTY  
CALIFORNIA  
My Commission Expires August 7, 1978

ACKNOWLEDGMENT—General—Walcott's Form 225—Rev. 3-64

Dated Feb 21, 1978

Nina D. Miller  
NINA D. MILLER

42259

CONSENT TO RECORDATION

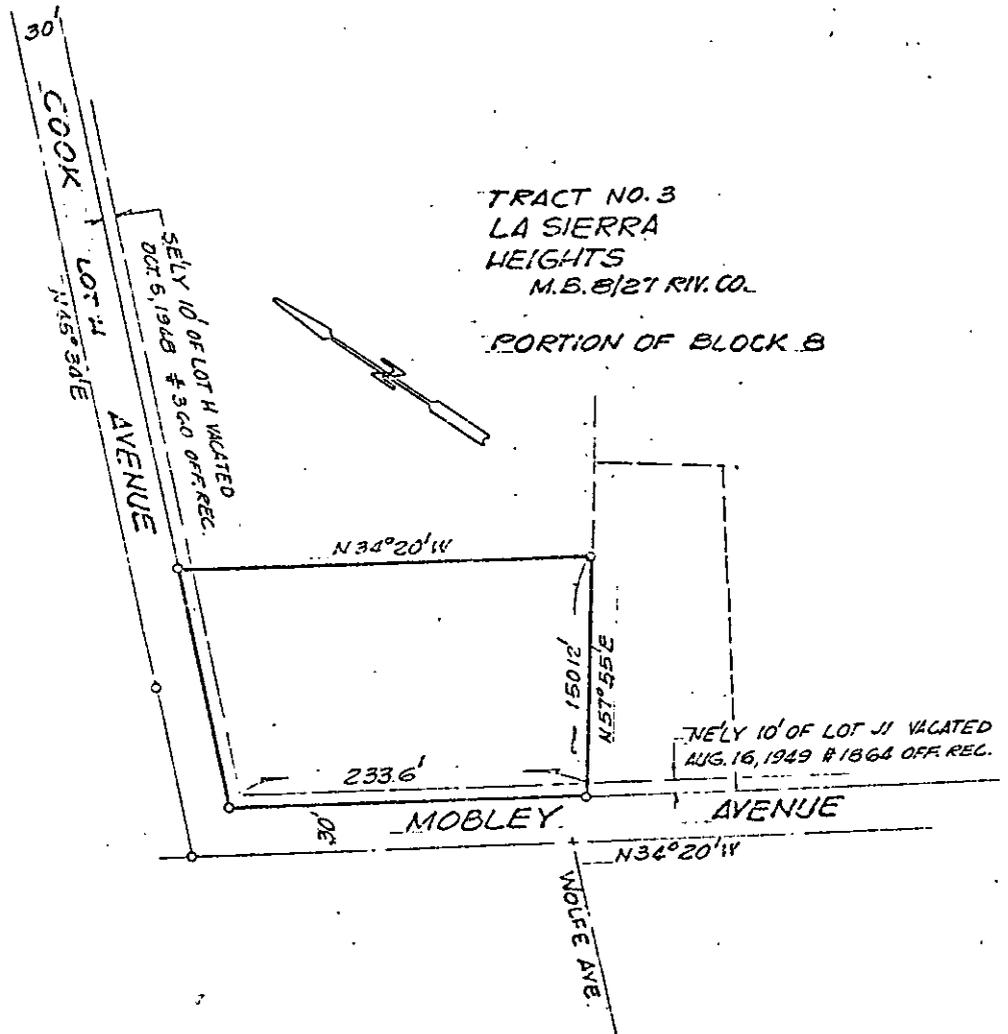
THIS IS TO CERTIFY that the interest in real property conveyed by this Instrument to the City of Riverside, a Municipal Corporation, is hereby accepted for and on behalf of said City pursuant to Resolution of the City Council thereof recorded on 12-29-66 as Inst. No. 123460, Riverside County Records,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

Dated 3-6-78

[Signature]  
Property Services Manager

3290

42259



• 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

6/15

SCALE: 1" = 100'

DRAWN BY G.S. DATE 2/10/75

SUBJECT MYRA LINN PARK

42259

TO *City Clerk*

FROM CITY of RIVERSIDE

PROPERTY SERVICES DIVISION

3900 Main Street  
Riverside, CA. 92522

SUBJECT: *Myra Linn Park Expansion* DATE *10/5/78*

MESSAGE

*Please find attached original of  
First American Title Policy # RIV-1539231  
covering property deeded to City by Nina D.  
Miller, D-9290.*

SIGNED 

REPLY

SIGNED

DATE *1/1*

*92502*

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 on:ly:

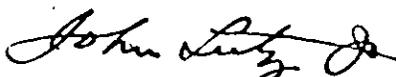
5. Invalidity of the lien of the insured mortgage upon said estate or interest except to the extent that such invalidity, or claim thereof, arises out of the transaction evidenced by the insured mortgage and is based upon
  - a. usury, or
  - b. any consumer credit protection or truth in lending law;
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  PRESIDENT

ATTEST  SECRETARY

SCHEDULE A

Total Fee for Title Search, Examination  
and Title Insurance \$ 147.25

Amount of Insurance: \$ 20,000.00

Policy No. RIV-1539231

Date of Policy: March 7, 1978 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. Covenants, conditions and restrictions in document recorded June 1, 1911 in Book 330 page 81 of Deeds, Records of Riverside County, California, which provide that a violation thereof shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value. Also, an easement over said land for the hereinafter specific purpose and incidental purposes, as set forth in the document above mentioned. Said easement is for utilities and is described as follows: "Being 10 feet wide, along all lot lines of said land".

2. Rights of way and water rights as granted to La Sierra Heights Water Company, a corporation, together with right of entry for the purpose of laying, maintaining and constructing water ditches, canals, pipe lines, flumes and conduits, for conveying and distributing water for domestic and irrigation purposes, as set out in Deed recorded May 17, 1911 in Book 327 page 227 of Deeds, Records of Riverside County, California.

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 Block 8, in TRACT NO. 3 of LA SIERRA HEIGHTS, as shown by Map on file in Book 8 page 27 of Maps, Records of Riverside County, California, more particularly described as follows:

BEGINNING at the most Westerly corner of said Block;  
THENCE Southeasterly along the Southwesterly line of said Block 233.6 feet;  
THENCE North 57° 55' East, 150.12 feet;  
THENCE North 34° 20' West to the Northwesterly line of said Block;  
THENCE Southwesterly along said Northwesterly line to the Point of Beginning.

TOGETHER with that portion of vacated Cook Avenue, lying Southwesterly of the Northwesterly prolongation of the Northeasterly line of the hereinabove described parcel, and that portion of vacated Mobley Avenue lying Northwesterly of the Southwesterly prolongation of the Southeasterly line of the hereinabove described parcel.

mr/bf

INDORSEMENT

Attached to Policy No.

RIV-1539231

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.

2230





## 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:

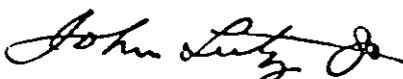
5. Invalidity of the lien of the insured mortgage upon said estate or interest except to the extent that such invalidity, or claim thereof, arises out of the transaction evidenced by the insured mortgage and is based upon
  - a. usury, or
  - b. any consumer credit protection or truth in lending law;
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  PRESIDENT

ATTEST  SECRETARY