

72724

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

APR 17 1978

At Request of
Min. Past 9 o'clock A.M.

CITY CLERK

Book 1978, Page

72724

Recorded in Official Records
of Riverside County, California

W.H. Dabugh Recorder

FEES \$

FOR RECORDER'S OFFICE USE ONLY

Project: M.P. - 4 - 778
2060 Chicago Avenue

GRANT DEED

9320

MARLBOROUGH SQUARE ASSOCIATES, a limited partnership.

Grantor

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
does 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:

PARCEL 1

The West 22.00 feet of Parcel 2 of Record of Survey, on file
in Book 34 of Record of Surveys, at Page 99 thereof, records
of said Riverside County.

Area - 0.155 of an acre.

PARCEL 2

The East 22.00 feet of the West 55.00 feet of Block 9 of Wilbur
Tract, on file in Book 4 of Maps, at Page 36 thereof, records of
San Bernardino County, California;

EXCEPTING therefrom the south 1/2 of Suman Avenue (vacated).

Area - 0.322 of an acre.

DESCRIPTION APPROVAL
George P. Hutchinson 3/29/78
Surveyor

Dated 4-13-78

MARLBOROUGH SQUARE ASSOCIATES,
a limited partnership

APPROVED AS TO FORM

Clare J. Turner 4-14-78
DEPUTY CITY ATTORNEY

BY Jay Wagner

BY Roy T. Ball

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 4-14-78

W.H. Rice
Property Services Manager

9330

72724

When recorded mail to:
City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

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RECEIVED FOR RECORD
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At Request of
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Recorded in Official Records
of Riverside County, California
W.H. Dalglish Recorder
FEES

FOR RECORDER'S OFFICE USE ONLY

Project: M.P. - 4 - 778
2060 Chicago Avenue

GRANT DEED

9320

MARLBOROUGH SQUARE ASSOCIATES, a limited partnership.

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:

PARCEL 1

The West 22.00 feet of Parcel 2 of Record of Survey, on file
in Book 34 of Record of Surveys, at Page 99 thereof, records
of said Riverside County.

Area - 0.155 of an acre.

PARCEL 2

The East 22.00 feet of the West 55.00 feet of Block 9 of Wilbur
Tract, on file in Book 4 of Maps, at Page 36 thereof, records of
San Bernardino County, California;

EXCEPTING therefrom the south 1/2 of Suman Avenue (vacated).

Area - 0.322 of an acre.

DESCRIPTION APPROVAL
George F. Balch 3/27/78

Dated 4-13-78

MARLBOROUGH SQUARE ASSOCIATES,
a limited partnership

BY Ray Magra

APPROVED AS TO FORM

STATE OF CALIFORNIA }
COUNTY OF Riverside } ss.
On April 13, 1978 before me, the undersigned, a Notary Public in and for
said State, personally appeared George F. Balch

known to me to be one of the general partners of the partnership
that executed the within instrument and acknowledged to me that
such partnership executed the same.

WITNESS my hand and official seal.

Signature Vera R. Stricker
VERA R. STRICKER
Name (Typed or Printed)



(This area for official notarial seal)

19 78
said State, personally appeared

known to me,
within instrument, and acknowl-

for said State.

9330

Form 3000-(Partnership) First American Title Company 72724

72724

CHICAGO AVENUE

SUMAN VACATED AVENUE

WILBUR TRACT
M.B. 4/36 S.B. CO.

9

N. 00° 00' 00" W. 661.85'

CHICAGO

33' 33' 55' 33' 33' 55' 33' 55'

22'

22'



• 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 2 OF 2

SCALE: 1" = 80'

DRAWN BY CSH DATE 3/10/78

SUBJECT M.P. 4-778

77-2811
9330

Form No. 1084 (10/73)
California Land Title Association
Standard Coverage Policy Form
Copyright 1973

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.

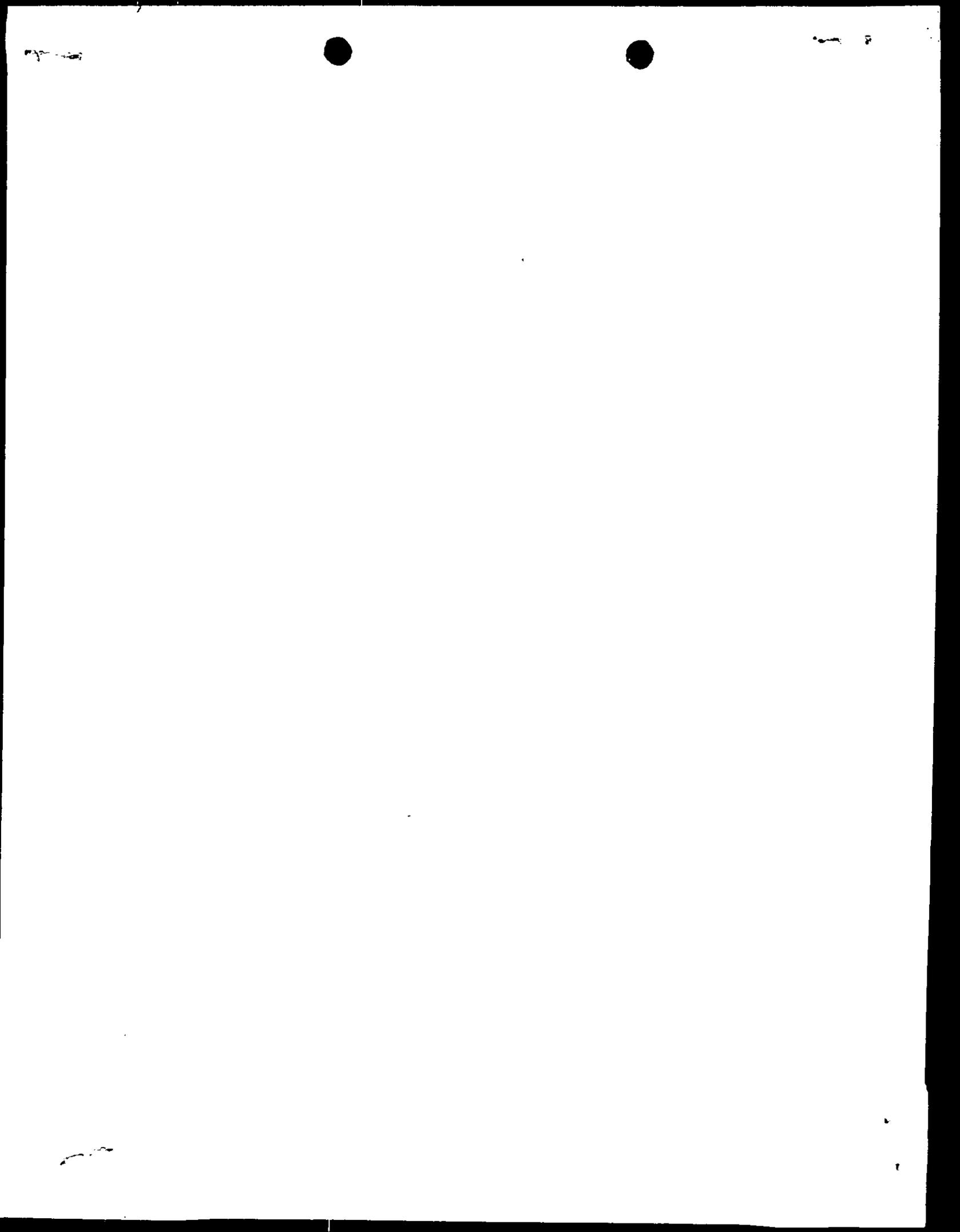


First American Title Insurance Company

BY *[Signature]* PRESIDENT

ATTEST *[Signature]* SECRETARY

B1 188535





First American Title Insurance Company

3625 FOURTEENTH STREET, (P.O. BOX 986) RIVERSIDE, CALIFORNIA 92502 • (AREA 714) 684-1600

Insurance Policy No. RIV-1544071

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
Vice President & Manager

AWS:peh

SCHEDULE A

Total Fee for Title Search, Examination
and Title Insurance \$ 68.09

Amount of Insurance: \$ 15,000.00

Policy No. RIV-1544071

Date of Policy: April 17, 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. General and Special County taxes for the fiscal year 1978-79, a lien not yet payable.
2. A right of way over said land for construction and maintenance of all necessary water ditches, pipes or flumes for irrigation or domestic purposes, as granted to Riverside Canal Company and Riverside Water Company, their successors or assigns, in deeds recorded April 26, 1882 in Book 28 page 635 and August 14, 1885 in Book 42 page 294 and 296, respectively, Deeds, Records of San Bernardino County, the exact location is not disclosed by the records.
3. An easement for either or both pole lines, conduits and incidental purposes, in favor of the City of Riverside, in Instrument recorded March 23, 1962 as Instrument No. 26965 of Official Records of Riverside County, California, located within the Easterly 17 feet of the Westerly 50 feet of the Northerly 305.94 feet of said land.
(Affects Parcel 2)
4. The effect of a Map recorded in Book 34 page 99 of Records of Survey in the Office of the County Recorder of Riverside County, California, purporting to show the herein described property and other land.
(Affects Parcel 1 and the North half of Parcel 2)
5. An easement over said land for the hereinafter specific purpose and incidental purposes, in favor of the City of Riverside, in Instrument recorded December 29, 1975 as Instrument No. 161249 of Official Records of Riverside County, California. Said easement is for water lines, sewers and public utilities, and is described as follows: "A strip of land 17.0 feet in width in a part of Block 9 of the above said Wilbur Tract described as follows: All that part of the Easterly 17.0 feet of the Westerly 50.0 feet of the Northerly 305.94 feet of said Block 9.
(Affects Parcel 2)

6. A Deed of Trust to secure an indebtedness of \$155,000.00, recorded December 30, 1977 as Instrument No. 259359 of Official Records of Riverside County, California.

Dated: December 20, 1977

Trustor: Marlborough Square Associates, a limited partnership

Trustee: Title Insurance and Trust Company, a California corporation

Beneficiary: A. Carol Sanford.

(Affects Parcel 1, the North half of Parcel 2 along with other property)

7. Covenants, conditions and restrictions in document recorded December 30, 1977 as Instrument No. 259364 of Official 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 for the hereinafter specific purpose and incidental purposes, as set forth in the document above mentioned. Said easement is for ingress and egress, and cannot be located from the records.

(Affects this and other property)

8. An easement for the hereinafter specific purpose and incidental purposes, in favor of Pacific Telephone & Telegraph Company, in Instrument recorded January 25, 1978 as Instrument No. 14711 of Official Records of Riverside County, California. Said easement is for pole lines and conduits, and cannot be located from the records.

(Affects Parcel 1 and the North half of Parcel 2 with other property)

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:

PARCEL 1:

The West 22.00 feet of Parcel 2 of Record of Survey, on file in Book 34 of Record of Surveys, at Page 99 thereof, Records of said Riverside County.

Area - 0.155 of an acre.

PARCEL 2:

The East 22.00 feet of the West 55.00 feet of Block 9 of WILBUR TRACT, on file in Book 4 of Maps, at Page 36 thereof, Records of San Bernardino County, California;

EXCEPTING therefrom the South 1/2 of Suman Avenue (vacated).

Area - 0.322 of an acre.

kn

**SPECIAL
INDORSEMENT**

Attached to Policy No. RIV-1544071

Issued by

First American Title Insurance Company

The Company insures the Insured against monetary loss which the Insured shall sustain by reason of

Trust Deed referred to in Paragraph 6 of
Schedule "B"

The total liability of the Company under said policy and any indorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

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 *[Signature]* PRESIDENT
Randall J. Matrozo ASSISTANT SECRETARY



INDORSEMENT

Attached to Policy No. RIV-1544071

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.

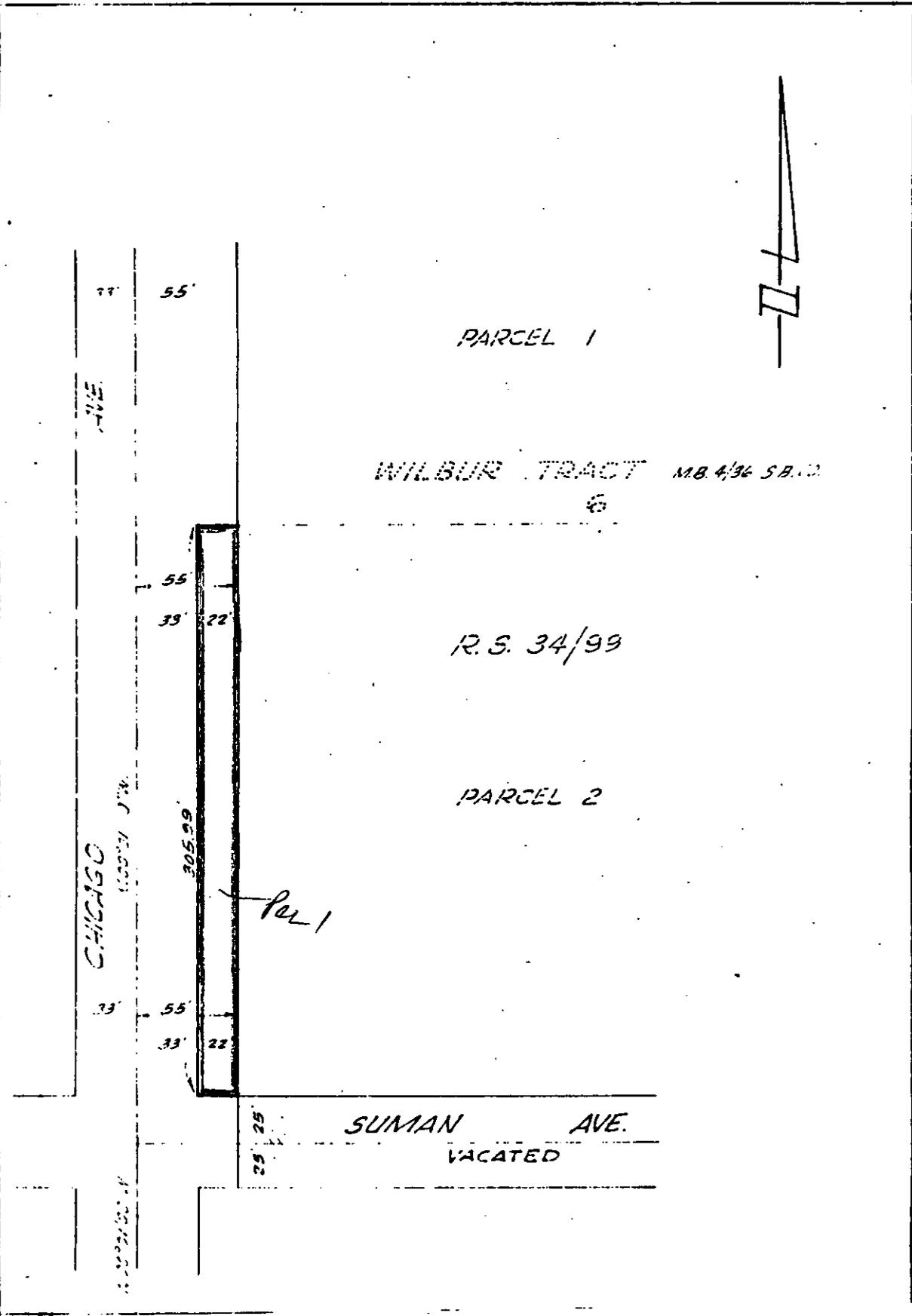
First American Title Insurance Company

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.



PARCEL 1

WILBUR TRACT M.B. 4/36 S.B. 12

6

R.S. 34/99

PARCEL 2

CHICAGO

100' W. 11th

305.99

PAR 1

SUMAN AVE.

VACATED

THIS MAP IS FOR INFORMATION ONLY AND IS NOT A PART OF THIS TITLE EVIDENCE



First American Title Insurance Company
3825 FOURTEENTH STREET - RIVERSIDE, CALIFORNIA - 92504-1900

