

This Indenture, made this 30th day of July, 1930, between JAMES E. RUSSELL and ANNA RUSSELL, his wife, of the City of Riverside, California, GRANTORS, and the CITY OF RIVERSIDE, a Municipal Corporation, situate in the County of Riverside, California, GRANTEE;

WITNESSETH: That the Grantors, for a valuable consideration moving them thereto, do by these presents grant unto said Grantee, subject to the reservations hereinafter contained, the exclusive and perpetual right, by means of wells hereafter to be bored in and upon the real property hereinafter described and pumps which may be installed thereon or in connection therewith, to develop, take, transport and convey, by means of underground water conduits, for such uses and purposes as said Grantee shall determine, all of the underground water being in or percolating through that certain piece or parcel of land situate in the County of Riverside, State of California, and specifically described as follows, to-wit:

Lot 18 of Addition to Bandini Donation, being a portion of Section 12, Township 2 South, Range 5 West, San Bernardino Base and Meridian, as shown by Record Survey on file in Book 1, page 3, of Record of Surveys, Records of Riverside County, California; excepting therefrom that portion of said Lot 18 lying in San Bernardino County, California; also excepting therefrom the Southerly portion thereof granted to the County of Riverside for road purposes by Deed recorded December 15, 1915, in Book 433, page 83, of Deeds, Records of Riverside County, California.

Also the right to enter upon said land for the purpose of boring wells, which shall not exceed six (6) in number; provided that, if for any reason said Grantee desires to abandon any well bored by it, it shall thereafter have the right to bore a new well in lieu of the abandoned well, in which event the abandoned well shall be filled in to the surface of the ground.

Also the right to enter upon said lands for the purpose of constructing, maintaining, repairing, replacing and enlarging such underground water conduits as are or may be convenient or necessary

for transporting said water from said lands, as said Grantee may determine, together with the right to change the line or location of such conduits or pipe lines at any time; provided, that all of said water conduits or pipe lines shall be buried at least eighteen inches below the ordinary level of the surface of the ground measured to the top of the conduit or pipe line.

Also the right to erect such pump houses or other structures as are necessary or convenient for protecting said wells and the pumping machinery installed in connection therewith from the weather or from trespass; and the right at all times of ingress and egress to and from said property for the purpose of exercising the rights herein granted to the fullest extent.

The said Grantors do hereby reserve the right to use so much of the underground water body lying and being or percolating through said property hereinabove described as is necessary for the irrigation of said land and their domestic uses; but said water shall not be conveyed by said Grantors, their successors and assigns, off or from said real property. The said Grantors further reserve the right to put said lands to any lawful use not inconsistent with the rights herein granted.

And the said Grantors, for themselves, their heirs, successors and assigns, hereby release and discharge the said Grantee from all liability for damages which they, or any of them, may suffer as the owners of land situate within the Counties of Riverside and San Bernardino, and caused by the exercise of the rights herein granted to said Grantee to develop, transport and export water from the real property hereinabove specifically described.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands the day and year first above written.

James E. Russell  
Ann E. Russell

This instrument approved as to form.  
Aug 2nd  
City Attorney.

THE STATE OF CALIFORNIA, )  
COUNTY OF RIVERSIDE. )

STATE OF CALIFORNIA, )  
COUNTY OF RIVERSIDE. )

On this 12th day of August, 1930, before me,

Chas. E. Johnson, a Notary Public in and for

said County and State, personally appeared JAMES E. RUSSELL  
and ANNA RUSSELL, his wife, known to me to be the persons whose  
names are subscribed to the foregoing instrument, and they and  
each of them acknowledged that they executed the same.

WITNESS my hand and official seal.

*Chas. E. Johnson*  
Notary Public in and for said  
County and State.

17481 M

be, and the same is hereby, respectively, approved

That a copy of this resolution was filed for record in the office of  
the County Recorder of Riverside, California, on the 12th day of August, 1930,  
at the office of the City Engineer of said City of Riverside.

I, W. L. ..., the duly elected, qualified and acting Clerk  
of the City of Riverside, California, hereby certify that the foregoing  
resolution was duly and lawfully introduced and adopted by the Council of  
said City at its meeting held on the 12th day of August, 1930, by the following

Alfred Cowdington Redman, Backstrand, Taylor, Lindaley, Pearce,  
Wells and Lowell.

W. L. ...

Alfred ...

*W. L. ...*  
City of Riverside.

I hereby approve the foregoing resolution on this 12th day of August, 1930.

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RESOLUTION NO. 1741 (NEW SERIES).

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

RESOLVED; by the Council of the City of Riverside, California,  
that deed, dated July 30, 1930, executed by JAMES E. RUSSELL AND ANNA E.  
RUSSELL, his wife, to the CITY OF RIVERSIDE, a municipal corporation, of  
the County of Riverside, State of California, granting the exclusive and  
perpetual right to develop in and transport from all the underground water  
in the following described premises situated in the aforesaid County and  
State, and more particularly described as follows, to-wit:

Lot 18, of Addition to Bandini Donation, being a portion  
of Section 12, Township 2 South, Range 5 West, San Bernardino  
Base and Meridian, as shown by record of Survey on file in Book  
1 of Record of Surveys, page 3, Riverside County records; except-  
ing therefrom that portion of said Lot 18 lying in San Bernardino  
County, California; also excepting therefrom the southerly portion  
thereof granted to the County of Riverside for road purposes by  
deed recorded December 15, 1915, in Book 433 of Deeds, page 83,  
Riverside County records.

be, and the same is hereby, accepted; and

BE IT FURTHER RESOLVED; that a copy of this resolution be  
attached to the said deed and that the same be recorded in the office of  
the County Recorder of Riverside County, California, and thereafter filed  
in the office of the City Engineer of said City of Riverside.

I, G. Albert Mills, the duly elected, qualified and acting 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 19th day of August, 1930, by the follow-  
ing vote:

Ayes: Councilmen Redman, Backstrand, Taylor, Lindsley, Pearse,  
Wells and Lohrli.

Noes: None.

Absent: None.

*G. Albert Mills*  
Clerk of the City of Riverside.

I hereby approve the foregoing resolution this 19th day of August, 1930.

*John A. Taylor*  
Mayor Pro Tem of the City of Riverside.

DEED

JAMES E. RUSSELL AND ANNA E. RUSSELL,  
HIS WIFE,

TO

CITY OF RIVERSIDE

JUYL 30, 1930.

INDEXED  
Book & Paged

Return to  
G. Albert  
City Clerk,  
Riverside

RIVERSIDE TITLE COMPANY

RECEIVED FOR RECORD

AUG 29 1930

at 30 Min. past 2 o'clock P.M. at

REQUEST OF

RIVERSIDE TITLE COMPANY

Copied in Book No. 872 of

DEEDS page 267 at

seq., Records of Riverside County,  
California.

JACK A. ROSS Recorder.

By J. B. Row Deputy Recorder.

Fees \$ None 14

COMPARED

Document  
A. Lambin

286

Imprint

Supreme

1933-14  
to  
about  
City Clerk,  
Business

**Title Ins**

**Company**

WILLIAM H. ALLEN, JR.,  
PRESIDENT  
STUART O'MELVENY,  
FIRST VICE PRESIDENT  
O. P. CLARK,  
SECRETARY

**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  
3040 Main Street Phone 818

No. 71333-776-R

Amount \$2755.00

**Owner**  
**Title**  
a Corporation

ce  
ny  
Company,

for a valuable consideration, paid for this Policy of Title Insurance,

**Does Hereby Insure**

JAMES E. RUSSELL

as owner of the land described in Schedule A, and (a) if said owner is a person, any person or corporation deriving an estate or interest in said land as heir or devisee of said owner, or (b) if said owner is a corporation, any person or corporation deriving an estate or interest in said land, by dissolution, merger or consolidation, herein called the Insured, against all loss or damage not exceeding Twenty-seven Hundred Fifty-five - - - - - dollars, which the Insured shall sustain by reason of the title to said land being vested at the date hereof otherwise than as therein stated, or by reason of unmarketability of the title of the Insured to or in said land, on account of defects, liens, encumbrances and other matters not excepted 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 set forth in said Schedule B, all subject however to the conditions and stipulations hereto annexed, which conditions and stipulations together with said Schedules A and B are hereby made a part of this Policy.

IN TESTIMONY WHEREOF, Title Insurance and Trust Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, this

Twenty-ninth day of August 1930 at 2:30 P. M.

TITLE INSURANCE AND TRUST COMPANY,

By

*William H. Allen Jr.*  
President

Attest: *Chas E. Johnson*  
Assistant Secretary

-1-

14  
to  
Title  
Insurance  
and  
Trust  
Company

# Title Insurance and Trust Company

INCORPORATED DECEMBER 20TH 1893

CAPITAL AND SURPLUS \$9,000,000

WILLIAM H. ALLEN, JR.,  
PRESIDENT  
STUART O'MELVENY,  
FIRST VICE PRESIDENT  
O. P. CLARK,  
SECRETARY

TITLE INSURANCE BUILDING  
LOS ANGELES

Amount \$2755.00

34/74

No. 71333-776-R

## Owner's Policy of Title Insurance

## Title Insurance and Trust Company

a Corporation, of Los Angeles, California, herein called the Company,

for a valuable consideration, paid for this Policy of Title Insurance,

### Does Hereby Insure

JAMES E. RUSSELL

as owner of the land described in Schedule A, and (a) if said owner is a person, any person or corporation deriving an estate or interest in said land as heir or devisee of said owner, or (b) if said owner is a corporation, any person or corporation deriving an estate or interest in said land, by dissolution, merger or consolidation, herein called the Insured, against all loss or damage not exceeding Twenty-seven Hundred Fifty-five - - - - - dollars, which the Insured shall sustain by reason of the title to said land being vested at the date hereof otherwise than as therein stated, or by reason of unmarketability of the title of the Insured to or in said land, on account of defects, liens, encumbrances and other matters not excepted 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 set forth in said Schedule B, all subject however to the conditions and stipulations hereto annexed, which conditions and stipulations together with said Schedules A and B are hereby made a part of this Policy.

IN TESTIMONY WHEREOF, Title Insurance and Trust Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, this

Twenty-ninth day of August 1930 at 2:30 P. M.

TITLE INSURANCE AND TRUST COMPANY,

By

*William H. Allen Jr.*  
President

Attest: *Chas. E. Johnson*  
Assistant Secretary

-1-

This Policy consists of . . . . . 5 . . . . . pages, which are numbered at the end of each page.

985

**SCHEDULE A**

1. The title to said land is at the date hereof vested in fee simple absolute in

JAMES E. RUSSELL,

by Deed to him dated August 17, 1925.

2. Description of the land, title to which is insured by this Policy:

In the County of Riverside, State of California, and described as follows:-

Lot 18 of Addition to Bandini Donation, being a portion of Section 12, Township 2 South, Range 5 West, San Bernardino Base and Meridian, as shown by Record Survey on file in Book 1 page 3 of Records of Survey, records of Riverside County, California;

Excepting therefrom that portion of said Lot 18 lying in San Bernardino County, California;

Also excepting therefrom the Southerly portion thereof granted to the County of Riverside for road purposes by Deed recorded December 15, 1915 in Book 433 page 83 of Deeds, records of Riverside County, California.

... of well ... Meridians ... in connection ... of ... said Grants shall determine, all of the water, ... through the hereinabove described property.

Also, the right to water upon said land for the purpose of ... provided that if for any reason said Grantee desires to abandon any well bored by it, it shall thereafter have the right to bore a new well in lieu of the abandoned well, in which event the abandoned well shall be filled in ... of the ground.

SCHEDULE B

EXCEPTIONS

The Company does not, by this Policy, insure against:

(1) Any facts which a correct survey and inspection of said land would show; 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 Counties of San Bernardino and Riverside; (b) the Federal Offices at Los Angeles.

(2) Any lien created or levied by any district, unless shown as a record lien by the official records of the Counties of San Bernardino and Riverside.

(3) Action by any governmental agency for the purpose of regulating occupancy or use of said land or any building or structure thereon.

(4) County Taxes for the fiscal year 1930-31, payable November 1, 1930.

(5) Rights and Rights of Entry as granted by James E. Russell and Anna E. Russell, his wife to the City of Riverside, a Municipal corporation, by Deed filed for record August 29, 1930 in the office of the County Recorder of Riverside County, California, as follows:-

The exclusive and perpetual right, by means of wells hereafter to be bored in and upon the real property hereinabove described and pumps which may be installed thereon or in connection therewith, to develop, take, transport and convey, by means of underground water conduits, for such uses and purposes as said Grantee shall determine, all of the underground water being in or percolating through the hereinabove described property.

Also the right to enter upon said land for the purpose of boring wells, which shall not exceed 6 in number; provided that if for any reason said Grantee desires to abandon any well bored by it, it shall thereafter have the right to bore a new well in lieu of the abandoned well, in which event the abandoned well shall be filled in to the surface of the ground.

SCHEDULE B

(continued)

Also the right to enter upon said lands for the purpose of constructing, maintaining, repairing, replacing and enlarging such underground water conduits as are or may be convenient or necessary for transporting said water from said lands as said Grantee may determine, together with the right to change the line or location of such conduits or pipe lines at any time; provided, that all of said water conduits or pipe lines shall be buried at least 18 inches below the ordinary level of the surface of the ground measured to the top of the conduit or pipe line.

Also the right to erect such pump houses or other structures as are necessary or convenient for protecting said wells and the pumping machinery installed in connection therewith from the weather or from trespass; and the right at all times of ingress and egress to and from said property for the purpose of exercising the right therein granted to the fullest extent.

James E. Russell and Anna E. Russell, do hereby reserve the right to use so much of the underground water body lying and being or percolating through said property hereinabove described as is necessary for the irrigation of said land and their domestic uses; but said water shall not be conveyed by said Grantors, their successors and assigns, off or from said real property. The said James E. Russell and Anna E. Russell further reserve the right to put said lands to any lawful use not inconsistent with the rights herein granted.

And said James E. Russell and Anna E. Russell, for themselves, their heirs, successors and assigns, hereby release and discharge the said City of Riverside from all liability for damages which they, or any of them, may suffer as the owners of land situate within the Counties of Riverside and San Bernardino, and caused by the exercise of the rights herein granted to said City of Riverside, to develop, transport and export water from the real property hereinabove specifically described

## CONDITIONS AND STIPULATIONS OF THIS POLICY

### RIGHTS AND DUTIES OF COMPANY UPON NOTICE OF CLAIM

The Company will, and shall have the right to, at its own cost, defend the Insured in all actions or proceedings founded upon a defect, lien or encumbrance insured against by this Policy. In case any such action or proceeding shall be begun, or in case knowledge shall come to the Insured of any claim of title or interest adverse to the title hereby insured, as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this Policy, the 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 and the right to defend such action or proceeding be not secured to the Company or if the Insured shall not, in writing, promptly notify the Company of any defect, lien or encumbrance insured against which shall come to the knowledge of the Insured, in respect to which loss or damage is apprehended, then all liability of the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate, provided, however, that failure to notify shall in no case prejudice the claim of any Insured, if such Insured shall not be a party to such action or proceeding, nor be served with summons therein, nor have any knowledge of such action, proceeding, defect, lien or encumbrance. 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 give it all reasonable aid 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.

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 shall terminate all liability of the Company hereunder.

### RIGHTS OF COMPANY UPON PAYMENT OF CLAIM

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 made, 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 proportion which said payment bears to the amount of said loss.

### LIABILITIES OF COMPANY

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, but in no case will the Company be liable for any costs or expenses incurred by the Insured in such litigation without the written authorization of the Company. 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 the 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.

The Company will not be liable to anyone for loss or damage by reason of defects, claims or encumbrances created subsequent to the date hereof, or created or suffered by the Insured, or known to the Insured to exist at the date hereof and not disclosed in writing to the Company.

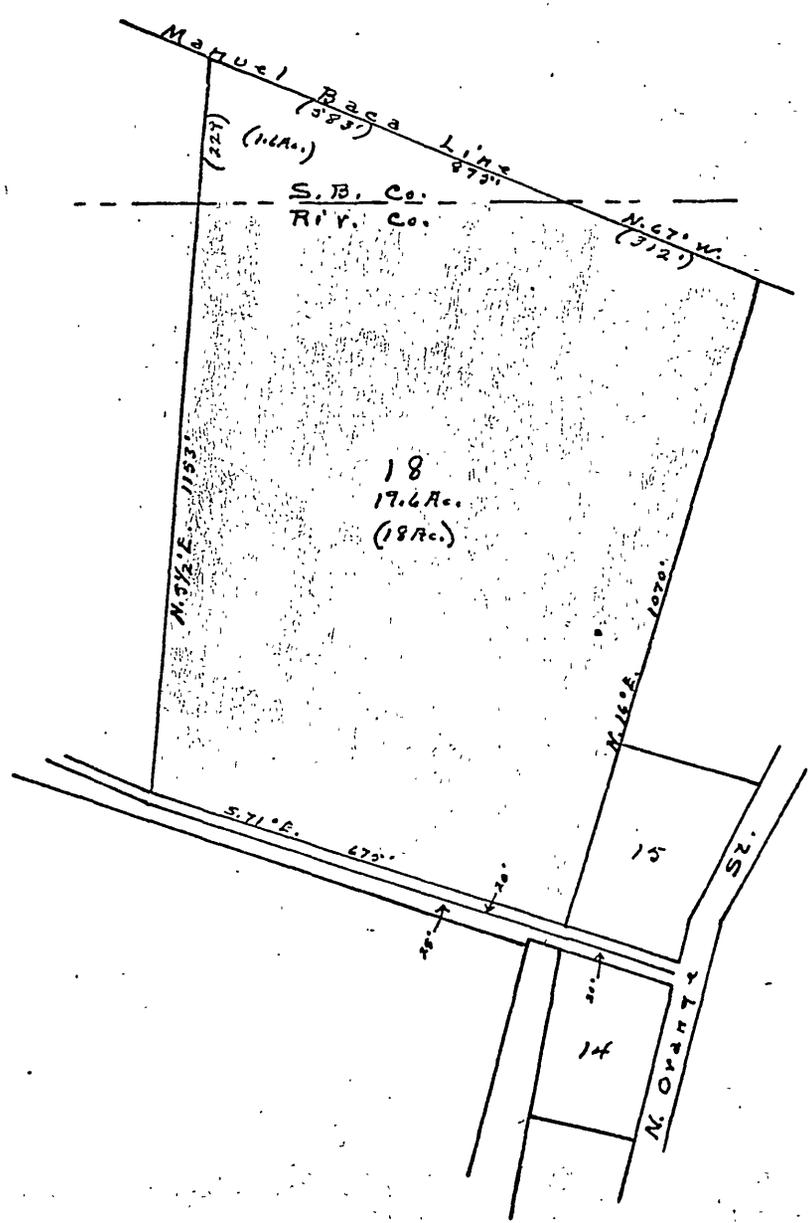
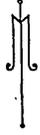
No provision or condition of this Policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice-President or the Secretary of the Company.



### PLAT

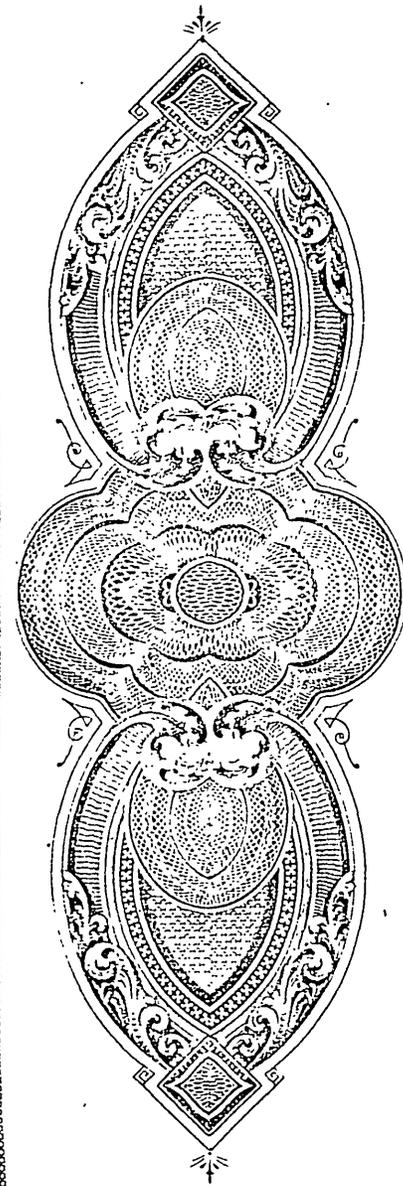
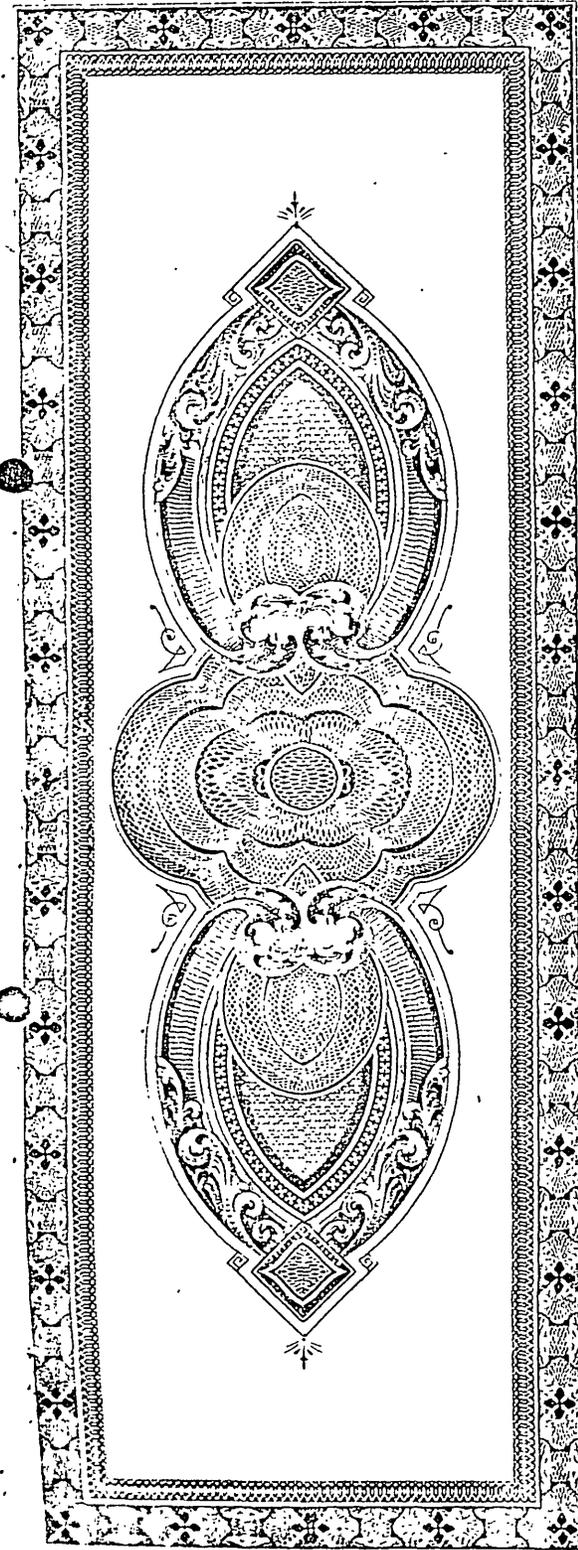
Lot 18-Add. to Bandini Donation.

MAP BOOK 1 PAGE 3 R/S, Riv. CO. CAL.  
Scale 300 ft. = 1 Inch

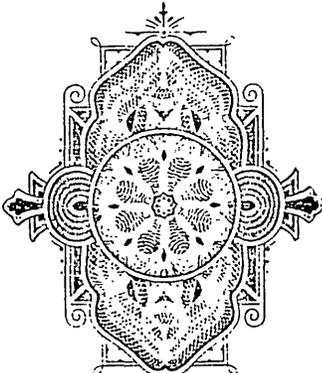


This plat is furnished for information only. It is compiled from data which we believe to be accurate, but no liability is assumed by this company as to the correctness of such data.

RIVERSIDE TITLE COMPANY



**Title Insurance**  
and  
**Trust Company**



WATER RIGHTS  
POR. LOT 18, ADDITION TO  
BANDINI DONATION.

**TITLE INSURANCE**  
- BUILDING -

**LOS ANGELES, CALIFORNIA.**  
PURCHASED FROM  
JAMES E. RUSSELL, ET AL.  
1930

