

GRANT DEED

1040

CITIZENS NATIONAL TRUST AND SAVINGS BANK OF RIVERSIDE
A National Banking Association of Riverside, California

In Consideration of the sum of Eighty-eight hundred seventeen and 10/100 (\$8817.10) dollars to it in hand paid, receipt of which is hereby acknowledged

Does Hereby GRANT To

CITY OF RIVERSIDE, A Municipal Corporation,

All that certain parcel of real property situate in the City of and County of Riverside, State of California described as follows:

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

Lots 23 and 24 of Redwood Tract as shown by Map on file in Book 11 page 77 of Maps, records of Riverside County, California.

Also a parcel of land 11.65 feet in width off the Southwesterly side of Lot "I" as shown by Amended Map of the Indian Hill Tract on file in Book 10 page 3 of Maps, records of Riverside County, California, the Northerly line of said parcel being parallel with the Southwesterly line of said Lot "I";

Receipted by
City of Riverside

Subject to:

- 1) Taxes for the fiscal year 1931-32 and subsequent thereto
- 2) All Assessments of record
- 3) Conditions, restrictions, reservations, rights of way and easements of record.
- 4) The terms, conditions, restrictions, reservations, rights of way, and easements contained and/or granted and/or reserved in a certain Option to Purchase dated September 17th, 1929, and recorded October 5th, 1929 in Book 830 page 69 of Deeds, records of Riverside County, California.

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This conveyance is given and accepted in complete satisfaction of that certain Option to Purchase dated September 17th, 1929 and recorded October 5th, 1929 in Book 830 Page 69 of Deeds, records of Riverside County, California.

In Witness Whereof, the said Citizens National Trust and Savings Bank of Riverside, A National Banking Association of Riverside, California has caused its association name to be subscribed and its seal to be affixed by its President and Trust Officer thereunto duly authorized this 18th day of September 1933

CITIZENS NATIONAL TRUST & SAVINGS BANK OF RIVERSIDE
A National Banking Association of Riverside, California

By *C. E. Brouse* President

Seal By *J. G. Reed* Trust Officer

STATE OF CALIFORNIA) ss
County of Riverside.)

On this 18th day of September 1933 before me, Phil E. Mihlfred, a Notary Public in and for said County personally appeared C. E. Brouse known to me to be the President, and J. G. Reed known to me to be the Trust Officer of the Association that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of the Association therein named and acknowledged to me that such Association executed the same.

WITNESS my hand and official seal, the day and year in this certificate first above written.

Phil E. Mihlfred
Notary Public in and for the County of Riverside,
State of California

My commission expires December 5, 1935



[Handwritten signatures and notes]

RESOLUTION NO. 1936 (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 September 18, 1933, executed by CITIZENS NATIONAL TRUST
AND SAVINGS BANK OF RIVERSIDE, a National Banking Association of River-
side, California, to the CITY OF RIVERSIDE, a municipal corporation, of
the County of Riverside, State of California, for the following descri-
bed premises situated in the City of Riverside, County of Riverside,
State of California, and more particularly described as follows, to-wit:

Lots 23 and 24 of Redwood Tract as shown by Map on file
in Book 11 page 77 of Maps, records of Riverside County,
California.

Also a parcel of land 11.65 feet in width off the South-
westerly side of Lot "I" as shown by Amended Map of the
Indian Hill Tract on file in Book 10 page 3 of Maps, re-
cords of Riverside County, California, the Northerly line
of said parcel being parallel with the Southwesterly line
of said Lot "I",

be, and the same is hereby, accepted; and

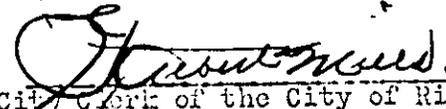
BE IT FURTHER RESOLVED; that a copy of this resolution be
attached to said deed and that the same be recorded in the office
of the County Recorder of Riverside County, California, and thereafter
filed in the office of the City Engineer of said City of Riverside.

I, G. Albert Mills, the duly elected, qualified and acting City
Clerk of the City of Riverside, California, hereby certify that the fore-
going resolution was duly and regularly introduced and adopted by the
Council of said City, at its meeting held on the 3rd day of October, 1933,
by the following vote:

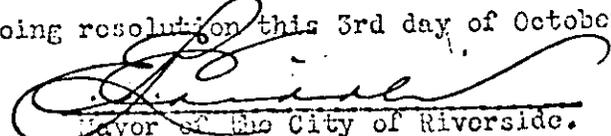
Ayes: Councilmen Pinkerton, Barber, Taylor, Lindsley, Wilson,
Wells and Lohrli.

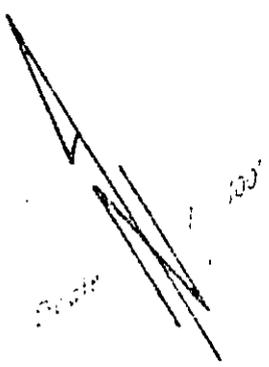
Nops: None.

Absent: None.


City Clerk of the City of Riverside.

I hereby approve the foregoing resolution this 3rd day of October, 1933.


Mayor of the City of Riverside.



Original Survey of 1880s

LOT 1

DRIVE

LAKE EVANS

LOT 23

SEAWOOD

25

DENTER DRIVE

LOT 24

REDWOOD

360° 22' 30" 380' 50' 00" 300' 00" 300'

111' 95"

300' 55" 25' 0"

300' 00" 27' 38"

40' 20" 100' 00"

31' 63" 2' 139.8" 214' 45"

155' 6" 0' 29' 05"

12443

RIVERSIDE TITLE COMPANY

[Handwritten signature]

[Faint handwritten text]

[Faint handwritten text]

OCT 9 1933
30 *[Handwritten]*

| | |
|--------------------------------|-----|
| RECORD OF | |
| RIVERSIDE TITLE COMPANY | |
| Capital in Bank No. | 143 |
| Official Certificate | 143 |
| Secy. Records | |
| <i>[Handwritten signature]</i> | |
| 143 | |

INDEXED
Book & Passed

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OPTION

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In consideration of the sum of Eight Thousand Eight Hundred Seventeen and 10/100 (\$8817.10) Dollars, payable to the Citizens National Trust and Savings Bank, at Riverside, California, at the times and in the manner following:

- \$1917.10 upon the execution, delivery and acceptance hereof;
- \$1860.00 on or before 1 year from this date;
- \$1770.00 on or before 2 years from this date;
- \$1680.00 on or before 3 years from this date;
- \$1590.00 on or before 4 years from this date;

Riverside Realty Company, a corporation, and S. C. Evans and Mary S. Evans, husband and wife, and Citizens National Trust and Savings Bank, a national banking association, organized and existing under and by virtue of the laws of the United States of America, hereinafter referred to as parties of the first part, do hereby grant to the City of Riverside, a municipal corporation, hereinafter referred to as parties of the second part, the right and option to purchase the real property hereinafter described for the sum of \$1.00 at any time following the payment of the consideration for this option as herein set forth.

Subject to the - Description - In the City of Riverside, County of Riverside, State of California and described as follows:

Lot 24, containing 0.997 acres of land, and Lot 23, containing 4.702 acres of land, of the REDWOOD TRACT, per map of record in Book 11 of Maps, page 77, records of Riverside County, California; Also a strip of land 11.65 feet in width off the Southwesterly side of Lot 1 of the Amended Map of the Indian Hill Tract, per map of record in Book of Maps 10, page 3, records of Riverside County, California, containing 0.071 acres of land, the North line of said strip of land being parallel with the Southwesterly line of said Lot 1.

Subject to the maintenance of Lake Evans as now owned by the City of Riverside as a part of Fairmount Park. Said land is sold without any water or water right, but second party has the right to sink any number of wells on said land and use the water on said land and the said parties of the first part agree that they will not claim any damages on account of such water being developed and used on the lands designated. Subject to the right of

By _____

above instrument approved
ATTEST
CITY CLERK OF THE CITY OF RIVERSIDE, CALIF.

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second party to develop such water for use, first parties expressly reserve to themselves, their heirs and assigns forever, all water percolating or flowing in said land herein described or beneath the surface thereof, together with the right to extract, withdraw, drain and divert such water by pumping or otherwise, by means of plants located upon adjoining lands to convey the same to and use it upon any lands owned or to be acquired by them, and the lowering of the water plane or plane of saturation of said land, or beneath the surface thereof, by the said first parties in obtaining, extracting or diverting said water reserved to them, as above set forth, shall be construed and considered appurtenant to the rights, privileges and property herein reserved.

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First parties reserve to themselves, their heirs and assigns forever, all riparian water rights in the Santa Ana River which may now be or which may hereafter be appurtenant to the land herein described.

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First parties do also reserve to themselves, their heirs and assigns forever, the right to sink any number of wells or drains on any land now owned by them, or which may hereafter be acquired, and to extract, withdraw, drain and divert such water or waters so developed by pumping or otherwise, and to convey and use it upon any lands within the County of Riverside, State of California, and second party shall not, and it hereby agrees that it will not, claim any damage to the premises herein described on account of said first parties so developing and extracting, conveying and using such waters upon any other lands as stated.

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Subject to rights of way, reservations and restrictions of record, including the rights of way of record to the Riverside Water Company, and its assigns.

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Subject also to taxes, including the second half for fiscal year 1929-30, and subject to all assessments of whatsoever nature, which may become due on the premises above described.

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IN WITNESS WHEREOF the parties hereto have set their hands this 17th day of September, 1929, the said Riverside Realty Company having been duly authorized by its officers thereunto duly authorized by its Board of Directors and the said Citizens National Trust and Savings Bank by its officers thereunto duly authorized and in conformity with a certain declaration of trust of even date herewith executed by S. C. Evans and Mary S. Evans and by Riverside Realty Company, a corporation.

RIVERSIDE REALTY COMPANY, a corporation,
By [Signature]
President

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FROM OFFICE OF
EUGENE BEST
CITY ATTORNEY
RIVERSIDE, CALIFORNIA

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STATE OF CALIFORNIA, }
County of Riverside. } ss.

On this 4th day of October, 1929

before me, Alice L. Haglund, a Notary Public in and for said County

personally appeared C. E. Brouse

known to me to be the President, and J. G. Beed

known to me to be the Trust Office
Secretary of the Association
that executed the within instrument and known
to me to be the persons who executed the within instrument on behalf of the
Association therein named and acknowledged to me that such Association
executed the same.

WITNESS my hand and official seal, the day and year in this certificate
first above written.

Alice L. Haglund
Notary Public in and for the County of Riverside, State of California.

(CORPORATION—WALTER D. CLARK, PRINT) 2-17-16-2M

NOTARY PUBLIC
In and for the County of Riverside, State of California
My Commission Expires December 3, 1931

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State of California,
County of Riverside

} ss.

On this 4th day of October, in the year one thousand nine hundred and twenty-nine, before me, Alice L. Haglund, a Notary Public, in and for said County of Riverside, State of California, residing therein, duly commissioned and sworn, personally appeared S. C. Evans and Mary S. Evans

personally known to me to be the persons described in and whose names are subscribed to and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal at my office in Riverside, in the said County the day and year in this Certificate first above written.

Alice L. Haglund

Notary Public in and for the County of Riverside, State of California
In and for the County of Riverside, State of California
My Commission Expires December 5, 1931

GENERAL—Walter D. Clark, Prompt Printer, Riverside, Cal. 92522

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STATE OF CALIFORNIA, } ss.
County of Riverside.

On this 4th day of October, 1912

before me, Alice L. Haglund, a Notary Public in and for said Co

personally appeared E. H. Wells

known to me to be the _____ President, and Lulu M. Biggers

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_____ known to me to be the _____

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Secretary of the corporation that executed the within instrument and kn
to me to be the persons who executed the within instrument on behalf of
corporation therein named and acknowledged to me that such corpora
executed the same.

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WITNESS my hand and official seal, the day and year in this certifi
first above written.

Alice L. Haglund

Notary Public in and for the County of Riverside, State of Califor

NOTARY PUBLIC

In and for the County of Riverside, State of California.

My Commission Expires December 5, 1931

ORATION--WALTER D. CLARK, PRINT) 2-17-16-2M

RESOLUTION NO. 1614 (New Series)

RESOLUTION OF THE COUNCIL OF THE CITY OF RIVERSIDE DETERMINING THAT THE PUBLIC INTEREST DEMANDS THE ENLARGEMENT OF FAIRMOUNT PARK, AUTHORIZING THE OPTIONING OF LAND FOR SUCH ENLARGEMENT OF SAID PARK AND PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES THEREOF IN ANNUAL INSTALLMENTS.

RESOLVED, that WHEREAS, Fairmount Park, in the City of Riverside, California, is being used extensively by the people of said City for entertainment and recreation, and to a greater degree than ever before; and

WHEREAS, the population of said City has grown in greater proportions than said park has been able to develop, and that for the recreation and entertainment of the people of said City; and

WHEREAS, the Riverside Realty Company, a corporation, organized and existing under the laws of the State of California, and under date of May 15th, 1929, entered into a contract to purchase from S. C. Evans and Mary S. Evans, his wife, of Riverside, California, the following described real property, subject to the following conditions, to-wit:

Lot 24, containing 0.997 acres of land, and Lot 23, containing 4.702 acres of land, of the REDWOOD TRACT, per map of record in Book of Maps 11, Page 77, records of Riverside County, California. Also, a strip of land 11.65 feet in width off the Southwesterly side of Lot I of the Amended Map of the Indian Hill Tract, per map of record in Book of Maps 10, Page 3, records of Riverside County, California, containing 0.071 acres of land, the North line of said strip of land being parallel with the Southwesterly line of said Lot I.

Subject to the maintenance of Lake Evans as now owned by the City of Riverside as a part of Fairmount Park.

Said land is sold without any water or water right, but second party has the right to sink any number of wells on said land and use the water on said land; and the said parties of the first part agree that they will not claim any damages on account of such water being developed and used on the lands designated. Subject to the right of

second party to develop such water for use, first parties expressly reserve to themselves, their heirs and assigns, forever, all water percolating or flowing in said land herein described, or beneath the surface thereof, together with the right to extract, withdraw, drain and divert such water by pumping or otherwise, by means of plants located upon adjoining lands and to convey the same to and use it upon any lands owned or to be acquired by them, and the lowering of the water plane or plane of saturation of said land, or beneath the surface thereof, by the said first parties in obtaining, extracting or diverting said water reserved to them, as above set forth, shall be construed and considered appurtenant to the rights, privileges and property herein reserved.

First parties reserve to themselves, their heirs and assigns, forever, all riparian water rights in the Santa Ana River, which may now be or which may hereafter be appurtenant to the land herein described.

First parties do also reserve to themselves, their heirs and assigns, forever, the right to sink any number of wells or drains on any land now owned by them, or which may hereafter be acquired, and to extract, withdraw, drain and divert such water or waters so developed by pumping or otherwise, and to convey and use it upon any lands within the County of Riverside, State of California; and second party shall not, and it hereby agrees that it will not, claim any damage to the premises herein described on account of said first parties so developing and extracting, conveying and using such waters upon any other lands as stated.

Subject to rights of way, reservations and restrictions of record, including the right of way of record to the Riverside Water Company and its assigns.

WHEREAS, said Riverside Realty Company now proposes to sell said property hereinabove described to the City of Riverside, a municipal corporation, as an addition to Fairmount Park, said property adjoining said Fairmount Park on the Northerly and Westerly sides, and to furnish at this time a Certificate of Title, issued by the Riverside County Title Guaranty Company, showing said property clear of encumbrance, subject to the reservations, restrictions and limitations hereinabove set forth, and subject also to taxes, including the second half for fiscal year 1929-30, and subject

also to all assessments of whatsoever nature, which may become due on the premises above described, all for the sum of Eight Thousand Eight Hundred Seventeen and 10/100 Dollars (\$8,817.10), plus said taxes and assessments, to be paid as they become due as a part of said option.

WHEREAS, the Mayor and Council of said City of Riverside deem it expedient and necessary to enlarge Fairmount Park by the purchase of this land to be used for the recreation and entertainment of the people of said City, and for the price above named.

THEREFORE, be it resolved by the Mayor and Council of the City of Riverside, that said City does hereby accept the option hereto attached to purchase said property for the sum of \$1.00, and as consideration for such option promises and agrees to pay therefor the sum of \$8,817.10, at the times and in the manner following:

Nineteen Hundred Seventeen and 10/100 (\$1,917.10) Dollars on execution, delivery and acceptance of said option;

Eighteen Hundred Sixty (\$1,860.00) Dollars on or before one year from this date;

Seventeen Hundred Seventy (\$1,770.00) Dollars on or before two years from this date;

Sixteen Hundred Eighty (\$1,680.00) Dollars on or before three years from this date;

Fifteen Hundred Ninety (\$1,590.00) Dollars on or before four years from this date;

Subject to the right of said City to make any or all payments at any time, with a discount at the rate of six per cent. (6%) for the unexpired time on unpaid consideration.

RESOLVED, that in order that the City may be properly protected, that said property be deeded to the Citizens National Trust & Savings Bank, a corporation, organized and existing under the laws of the State of California and having its principal place of business in the City of Riverside, California, and that said deed be signed by the said Riverside Realty Company, a corporation, and by said S. C. Evans and Mary S. Evans, his wife, and to be in such form as

will enable said Citizens National Trust & Savings Bank to deliver a deed to the City of Riverside, together with the Certificate of Title above named, whenever said option shall be fully complied with and provided that when the City Attorney approves the necessary papers in conformity herewith, that the City Auditor be, and he hereby is, authorized to draw a warrant for the Nineteen Hundred Seventeen and 10/100 (\$1917.10) Dollars, first payment on said option, hereinabove stated, and in favor of said Citizens National Trust and Savings Bank, and provided further that at the end of said option, or at any time during its life, when paid in full, the City shall have the right to purchase said property for the sum of \$1.00, as in said option provided.

RESOLVED, that the said Riverside Realty Company, and said S. C. Evans and Mary S. Evans, his wife, shall unite in such written instructions to the said Citizens National Trust and Savings Bank for the payments to them, or either of them, of the sums of money to be paid on said option; provided further that said deed shall be in such form that it is absolute and cannot be recalled or modified, and so that the City of Riverside will be justified legally in making said payments of said option and in further purchasing said property in conformity therewith for the sum of \$1.00.

RESOLVED FURTHER, that whenever said option is fulfilled and if said purchase is made, then, and in that event, this property shall by ordinance be dedicated to park purposes in connection with the balance of Fairmount Park.

I, G. Albert Mills, the duly elected, qualified and acting Clerk of the City of Riverside, California, ~~do~~ hereby certify that the foregoing resolution was duly and regularly introduced and adopted by the ~~Commons~~ Council of said City at its meeting held on the 17th day of September, 1929, by the following vote:

Ayes: Councilmen Redman, Taylor, Ohlhausen,
Pearse and Wells.

Noes: None.

Absent: Councilman Backstrand.

J. Albert Wells
Clerk of the City of Riverside

I hereby approve the foregoing resolution this 17th
day of September, 1929.

Joseph S. Long
Mayor of the City of Riverside

RECORDED 1-11-1929

1929

RECORDED AT

Ritz Kent

830

DEEDS

County of Riverside

Jacobi A. Rose, Recorder

J. B. Rose

146

Bank & ...

1929

DECLARATION OF TRUST

(Holding Title to property without active duties)

TRUST NO. 16

KNOW ALL MEN BY THESE PRESENTS:

That the CITIZENS NATIONAL TRUST AND SAVINGS BANK, hereinafter called "TRUSTEE", a corporation, organized and existing under the laws of the State of California, with its principal place of Business in the City of Riverside, does hereby declare that the RIVERSIDE REALTY COMPANY, a corporation, S. C. EVANS and MARY S. EVANS, husband and wife, hereinafter called "TRUSTORS" have conveyed, transferred and delivered to said Trustee all their joint and several titles and interest in the following described real property:

In the City and County of Riverside, State of California, described thus:

Lot 24, containing 0.997 acres of land, and Lot 23, containing 4.702 acres of land, of the Redwood Tract, per map of record in Book of Maps 11, Page 77, Records of Riverside County, Calif. Also a strip of land 11.65 feet in width off the Southwesterly side of Lot 1 of the Amended Map of the Indian Hill Tract, per map of record in Book of Maps 10 Page 3, Records of Riverside County, California, containing 0.071 acres of land, the North line of said strip of land being parallel with the Southwesterly line of said Lot 1

Subject to the conditions and reservations set forth in the grant aforesaid to said Trustee.

That such titles and interest as the trustee has now received and may hereafter obtain in said property, and by it accepted in TRUST hereunder, shall constitute and be described as the "Trust Estate."

I.

During the entire term of this Trust, the whole title, both legal and equitable, in fee, to the Trust Estate is and shall be vested in the Trustee, as such title in the Trustee is necessary for its due execution of this Trust, and no interest therein is vested in any of the beneficiaries hereunder. The beneficiaries interests are personal property only, consisting of the right to enforce the due performance of this Trust.

II.

None of the terms or conditions of this Trust shall be changed, cancelled, rescinded or modified without the mutual consent of the Trustors, and

each of them, and of the City of Riverside, a municipal corporation, having been first obtained in writing.

III.

No consideration was or is to be paid by the Trustee for the Trust Estate, but the Trustee has accepted and will hold the same IN TRUST as follows:

To carry out the terms of that certain option executed by the Trustors, and accepted and ratified by the City Council of the City of Riverside, a copy of which option and said ratifying resolution being hereto attached and made a part hereof;

To receive and take from said City of Riverside all sums due from said City, as consideration for said option, and to pay and distribute the proceeds thereof as follows:

1. To S. C. Evans, the sum of \$7500.00
2. To the Riverside Realty Company, the sum of \$1317.10. Said sums to be paid and distributed out of payments made under said option, as follows:
 - (a) From the initial payment of \$1917.10, S. C. Evans is to receive \$1500.00, and said Riverside Realty Company is to receive \$417.10.
 - (b) From the Second payment due under said option, said S. C. Evans is to receive \$1500.00 and said Riverside Realty Company is to receive the remainder, or \$360.00.
 - (c) From the Third payment due under said option said S. C. Evans is to receive \$1500.00 and said Riverside Realty Company is to receive the remainder, or \$270.00.
 - (d) From the Fourth payment due under said option, said S. C. Evans is to receive \$1500.00 and said Riverside Realty Company is to receive the remainder, or \$180.00.
 - (e) From the Fifth payment due under said option, said S. C. Evans is to receive \$1500.00 and said Riverside Realty Company is to receive the remainder of \$90.00.

IV.

Upon the receipt by the Trustee of all sums due under the terms of said option, and following the distribution of all of said sums in the manner afore-

said, and upon receipt of satisfactory evidence from the Riverside County Title Guaranty Company, a corporation, that all taxes and assessments levied, assessed and payable subsequent to the date of said option have been paid as provided in the Resolution attached to said option, then and in that event the Trustee is empowered and directed to execute and deliver a good and sufficient deed of grant to said City of Riverside, conveying to said City, the real property herein described, subject to the reservations and exceptions contained in the Grant whereby and whereunder ^{it} ~~the~~ acquired title to the said trust estate, for the full consideration of \$1.00, which said sum of \$1.00 is to be distributed and paid to said Riverside Realty Company. The Trustee is also authorized and directed to deliver to said City of Riverside, when said deed is delivered as aforesaid, Unlimited Certificate of Title showing said real property to be in the status provided in said Trust Deed and Annexed Resolution, said certificate to be prepared by the Riverside County Title Guaranty Company.

V.

In the event that said option herein referred to is not fully exercised by said City of Riverside, and the terms not complied with; or if said taxes and said assessments referred to in said option and in said Resolution are not paid before delinquency, the Trustee shall give notice of such default to the said City of Riverside, and if after the expiration of 90 days from the date of such default as aforesaid, ^{said default is not satisfied} the said option shall be declared cancelled, and said real property shall be conveyed to said S. C. Evans, upon the delivery to the Trustee, by said S. C. Evans of a demand for such conveyance, and an agreement of purchase and sale executed by said S. C. Evans to said Riverside Realty Company, whereby and whereunder said corporation shall have the right to purchase said real property for the unpaid balance due said S. C. Evans under the option herein referred to; and under the same terms as is set forth in annexed copy of former agreement with said Riverside Realty Company.

VI.

The costs and expenses of carrying out the terms of this Trust shall be deducted by the Trustee from the payments made under the aforesaid option, and charged to the said Riverside Realty Company and said S. C. Evans, in

in proportion to the ratio of the sums received by said parties, and no costs or expenses hereunder shall be charged to the City of Riverside.

IN WITNESS THEREOF, said Citizens National Trust and Savings Bank, a corporation, as Trustee, has hereunto caused its corporate name and seal to be affixed, by its proper officers thereunto duly authorized this 17th day of September 1929 at Riverside, California.

CITIZENS NATIONAL TRUST AND SAVINGS BANK

By [Signature] President

By [Signature] Secretary

APPROVED

[Signature]
Trust Officer

We, the undersigned, Riverside Realty Company, a corporation, S. C. Evans and Mary S. Evans, husband and wife, hereby certify that we are the persons named as "Trustors" in the foregoing Declaration of Trust; that said Declaration of Trust fully and correctly sets out the terms of the Trust under and upon which the property therein described is to be held, managed and disposed of by the Trustee therein named; and we hereby jointly and severally agree and consent to, approve, ratify and confirm the same in all particulars.

Dated this 17th day of September, 1929

RIVERSIDE REALTY COMPANY

By [Signature] President

Attest [Signature] Secretary

[Signature]
Mary S. Evans

OPTION

RIVERSIDE REALTY COMPANY, ET AL.

LOTS 23 AND 24 OF THE REDWOOD TRACT
AND PORTION OF LOT 1, AMENDED MAP OF
INDIAN HILL TRACT

Recorded in Vol. III
Book of Contracts
at pp. 312-313 Inc.
Robert Milleda
CITIZEN

RESOLUTION NO. 1936 (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 September 18, 1933, executed by CITIZENS NATIONAL TRUST
AND SAVINGS BANK OF RIVERSIDE, a National Banking Association of River-
side, California, to the CITY OF RIVERSIDE, a municipal corporation, of
the County of Riverside, State of California, for the following descri-
bed premises situated in the City of Riverside, County of Riverside,
State of California, and more particularly described as follows, to-wit:

Lots 23 and 24 of Redwood Tract as shown by Map on file
in Book 11 page 77 of Maps, records of Riverside County,
California.

Also a parcel of land 11.65 feet in width off the South-
westerly side of Lot "I" as shown by Amended Map of the
Indian Hill Tract on file in Book 10 page 3 of Maps, re-
cords of Riverside County, California, the Northerly line
of said parcel being parallel with the Southwesterly line
of said Lot "I",

be, and the same is hereby, accepted; and

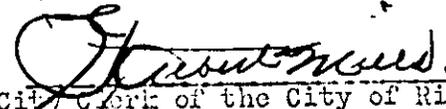
BE IT FURTHER RESOLVED; that a copy of this resolution be
attached to said deed and that the same be recorded in the office
of the County Recorder of Riverside County, California, and thereafter
filed in the office of the City Engineer of said City of Riverside.

I, G. Albert Mills, the duly elected, qualified and acting City
Clerk of the City of Riverside, California, hereby certify that the fore-
going resolution was duly and regularly introduced and adopted by the
Council of said City, at its meeting held on the 3rd day of October, 1933,
by the following vote:

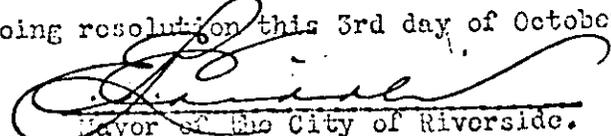
Ayes: Councilmen Pinkerton, Barber, Taylor, Lindsley, Wilson,
Wells and Lohrli.

Nops: None.

Absent: None.


City Clerk of the City of Riverside.

I hereby approve the foregoing resolution this 3rd day of October, 1933.


Mayor of the City of Riverside.

1040

10/33

CABLE ADDRESS TITLE TRUST

Title Insurance and Trust Company

INCORPORATED DECEMBER 20TH 1903

CAPITAL AND SURPLUS \$13,500,000

TITLE INSURANCE BUILDING
LOS ANGELES

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

Amount
\$8817.10

Number
77661-2976-R
38/57 & 42/107

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

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 Eighty Eight Hundred Seventeen and 10/100 - - - - - 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 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 of any mortgage or deed of trust securing an indebtedness the owner of which is insured by this Policy, or by reason of priority thereto of any lien or encumbrance 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 Ninth Day of October 1933 at 8:30 A. 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.

1040

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:-

Lots 23 and 24 of Redwood Tract as shown by Map on file in Book 11 page 77 of Maps, records of Riverside County, California.

Also a parcel of land 11.65 feet in width off the Southwesterly side of Lot "I" as shown by Amended Map of the Indian Hill Tract on file in Book 10 page 3 of Maps, records of Riverside County, California, the Northerly line of said parcel being parallel with the Southwesterly line of said Lot "I".

SCHEDULE B

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

(1) County and Municipal Taxes for the fiscal year 1933-34, payable November 1, 1933, if assessed.

(2) Buena Vista Improvement Assessment dated April 21, 1931 payable in connection with County and Municipal Taxes over a period of five years from date thereof.

(3) A Right of Way reserved to the Riverside Water Company, its successors and assigns, for the construction, maintenance and repair of canals and ditches and other conduits of water that may be required by said Company; also a Right of Way over and through any of the lands bordering on Spring Brook for the purpose of developing the water of said Brook for pumping works and other machinery for elevating said water for domestic use, irrigation and other purposes.

(4) Reservation of certain water and water rights including all riparian water rights in the Santa Ana River, with provisions concerning the sinking of wells and developing and diversion of water; as particularly set out in Deed from S. C. Evans, et al., recorded September 19, 1929 in Book 722 page 408 of Deeds, records of Riverside County, California.

EXCEPTIONS

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

1. Any facts which a correct survey and inspection of said land would show; 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 of Riverside or of the County of San Bernardino prior to the formation of Riverside County; (b) 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 of the County of Riverside.

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, unless shown by the official records of the County of Riverside or of the County of San Bernardino prior to the formation of Riverside County.

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

EXCEPTIONS

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

1. Any facts which a correct survey and inspection of said land would show; 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 of Los Angeles; (b) the Federal Offices at Los Angeles; (c) any City in which, or adjacent to which, said land is located.
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 of (a) the County of Los Angeles; or (b) any City in which said land is located.
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 proportion 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. 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.

FY 1912-13



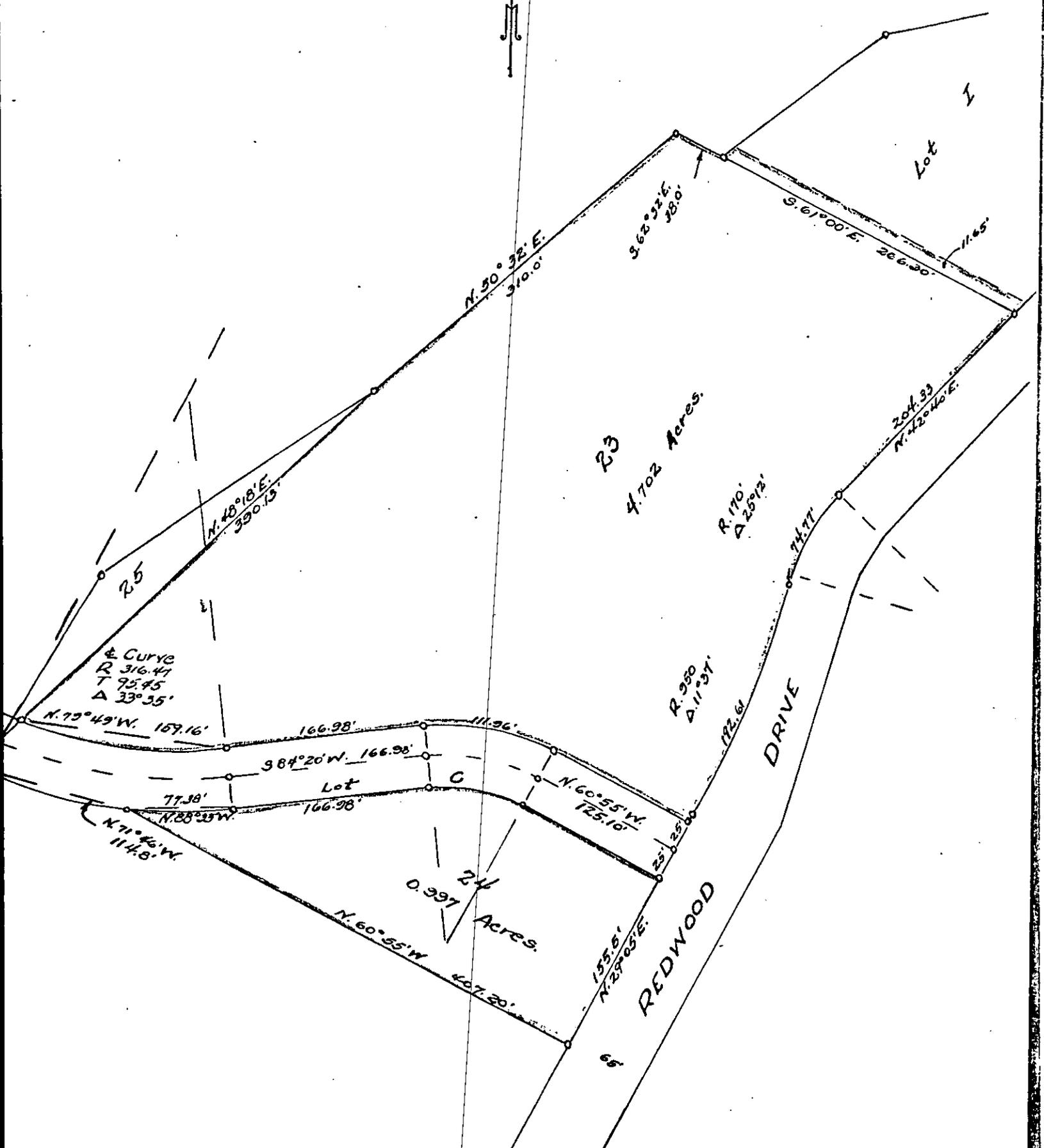
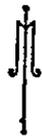
PLAT

Portion Redwood Tract & Indian Hill Tr.

11 77 Riv. Co.
MAP BOOK 10 PAGE 3 Riv. Co. Cal.

Scale

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

