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THIS INDENTURE, Made the 9th day of June in the year of Our Lord one thousand nine hundred and three, between the RIVERSIDE LAND AND IRRIGATING COMPANY, a corporation organized under the laws of the State of California, party of the first part, and the CITY OF RIVERSIDE, a Municipal corporation of Riverside County, State of California party of the second part,

WITNESSETH, that for and in consideration of the sum of One Dollar in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, the said party of the first part does by these presents grant, bargain, sell and convey unto the said party of the second part, and to its successors and assigns forever, all those certain lots or parcels of land situate in the County of Riverside, in the State of California, and bounded and particularly described as follows to-wit:

That certain 2.81 acres of land situate in the south-easterly corner of Lot #311 as delineated and shown on that certain Map made by A. P. Campbell, City Engineer of the City of Riverside, Riverside County California, and filed in the County Recorder's office of Riverside County California, in Book of Maps # 4 page # 82, said land being marked on said Map with the words and figures "City 2.81 acres", said 2.81 acres being particularly described as follows, viz:- Commencing at the north-easterly corner of Lot #325, of the said Map as filed in Book of Maps # 4 page # 82 records of Riverside County, California, on the Westerly line of North Almond street: thence N. 60° 58' W. 490 feet; thence N. 60° 36' E. 364.8 feet; thence S. 6° 50' E. 300 feet; thence S. 29° 10' W. 310 feet to the point of beginning. This land is deeded without water or water rights of any kind, other than such water right as is hereinafter set forth for the purposes of Fairmount Park, said term "Fairmount Park" being hereinafter definitely defined. - - - - -

First party also grants to said second party, according to the said Map above referred to, those certain parts of Lots 306, 307, 308, 309, 311, 325 and any intervening or adjoining land included within the boundaries delineated and shown on said Map and labeled

in large letters "Fairmount Park Lake", together with the land shown on said Map at the Westerly end of said "Lake" marked twice with the word "Dam"; and together with the adjoining land shown on said Map by a broken line to the West of said "Dam" and parallel with it, thence turning Easterly along the Northerly shore of said "Lake", and thence continuing out to North Almond street, and marked in three places with the word "Drive-way"; said "Drive-way" being intended to extend across the said "Dam", thence Easterly along the Northerly shore of said "Fairmount Park Lake", and thence out to North Almond street, all as definitely delineated and shown on the said Map before referred to as made by said A. P. Campbell, City Engineer of the City of Riverside, together with any land shown on the said Map as lying between the line of the said "Fairmount Park Lake", and that certain line delineated and shown on the said Map and marked in two places with the words "New boundary line", and any land so shown on said Map is to be considered for the purposes of this instrument as being a portion of the land herein granted to second party to be used for "Lake" purposes as herein set forth. It is agreed by both parties hereto that this land is to be used by said second party, in connection with Fairmount Park, for the purpose of a public Park Lake and Drive-way, with the water lines and levels of said "Lake" as delineated and shown on the said Map above referred to, and with the "Dam", and "Drive-way" as delineated and shown on said Map. Said second party shall have the right to construct and operate public bath houses on said land bordering said "Lake" and "Drive-way", so long as the said second party maintains said "Lake" and Drive-way" as herein-after set forth.

Said first party does also hereby remise and forever quitclaim unto the said second party, all its right, title, and interest to a continuous flow of Five miners inches of water measured under a four inch pressure, said Five inches of water to be a part of and to be taken from the natural flow of Spring Brock at any point to the East of the said "Dam", or from the "Lake" direct, (through which Lake the said Spring Brock will

flow), excepting that when the Riverside Water Company, a Corporation, is pumping the waters of said Spring Brook according to rights owned by it, (which rights include the right to construct and maintain underground drains for a distance of 200 feet Westerly from the Westerly line of that certain Lot delineated and shown on the said Map before referred to as made by said A. P. Campbell, and marked in one place with the words "Riverside Water Co."and extending Northerly and Southerly between the Northerly and Southerly lines of the said Riverside Water Company Lot, extended 200 feet Westerly: together with such underground piling, dams, or drain connections as said Riverside Water Company may think necessary to the proper operation of its pumping plant, whenever such pumping plant shall be established on the said Lot as shown on the said Map as herein indicated. At such time, viz:- when the said Riverside Water Company is pumping the water of the said Spring Brook, the said second party hereto shall have the right to pump and take its said Five miners inches of water from the natural flow of said stream , by attaching the proper pipe or pipes into the said Spring Brook or into such underground drains of the said Riverside Water Company, so that the said City of Riverside may pump a full Five miners inches of water from the natural flow of said Spring Brook and use the same according to conditions herein-after set forth.

In addition to the said Five miners inches of water from the natural flow of said Spring Brook, it is hereby agreed by both parties hereto that said second party shall have the right to at all times pump as much water as it can from as many wells as second party may care at any time to place upon any portion or portions of those parts of Lots #306, #307, #308, #309, and #325, or upon any portion or portions of the said 2.81 acres of land herein deeded to second party, that lie One hundred (100) feet Southerly or Easterly of that certain line herein-before mentioned as shown on said Map made by said A. P. Campbell, and marked with the words "New boundary line": the meaning and intention of this being that said second party shall not sink or cause to be sunk any well, drain, or

other water work or works, within a distance of One hundred (100) feet from that certain line shown on the said Map made by said A. P. Campbell and marked with the words "New boundary line", and the water so developed or pumped from such wells, together with the said Five miners inches of water from the natural flow of said Spring Brook, shall be used for Park purposes within the boundaries of Fairmount Park as herein-after set forth, with the one additional use as herein-after set forth for protection against a conflagration. -----

Said second party shall also have the right to sink wells in any number on any portion or portions of any other lands acquired by deed from John G. North under date of September 17th. 1895 and recorded in Book of Deeds #35, Page #214, on the 9th. day of October 1895, in the County Recorders office of Riverside County, California, so long as said second party shall keep One hundred (100) feet away from that said certain line as delineated and shown on the said Map as made by the said A. P. Campbell, City Engineer of the said City of Riverside, and marked with the words "New boundary line"; but all such water developed or pumped shall be used within the boundaries of said Fairmount Park for Park purposes, with the one additional use for protection against conflagration, as herein-after set forth. The meaning and intention of this is that the said second party may develop and use all the water it can, together with the Five miners inches before mentioned and designated, on any portion of that certain tract of land as acquired by the said deed from said John G. North, above referred to, so long as second party shall not sink any well or wells, or attempt by any means to develop water within One hundred (100) feet of that certain line before referred to as designated "New boundary line", which "New boundary line" it is hereby mutually agreed is the boundary line between the said Fairmount Heights Tract mentioned and referred to in the said deed from the said John G. North, and the lands of first party adjoining; and it is mutually agreed that none of such water mentioned shall be taken off the said Fairmount Park to other lands for irrigation, domestic, or other uses, with this

one specific exception, viz:- Should second party ever construct a reservoir or reservoirs on any part of the said Fairmount Park Tract, and pump any of said water or waters into the said reservoir or reservoirs, then second party may establish and maintain the proper connection within the boundaries of said Fairmount Park, so that in case of a conflagration within the City limits of the said City of Riverside, the said reservoir or reservoirs may be at the time of the conflagration connected with the pipes of any water system with which the said City of Riverside may have an agreement or arrangement for that purpose; but such reservoir or reservoirs shall not be connected with any water ~~water~~ system outside the boundaries of the said Fairmount Park at any other time than during such conflagration, and such connection shall be at once disconnected after the specific use for each conflagration has passed. - -

It is hereby agreed by both parties hereto, that whenever in this instrument there occur the words or expression "Fairmount Park", "Fairmount Park Tract", or "Fairmount Heights Tract", one and the same thing is meant, viz:- all the land South or East of the said "New boundary line" acquired by the before mentioned deed from said John G. North as recorded in the County Recorders office of Riverside County, California, in Book #35 of Deeds, Page #214.

Second party hereby covenants and agrees with first party that the said "Drive-way" herein mentioned shall be improved and maintained continuously so long as the said "Lake" is maintained, and that no assessments for said "Drive-way" shall ever be levied against adjoining property. This deed is given with the distinct understanding and agreement that second party will maintain the said "Fairmount Park Lake", "Dam", and "Drive-way", and the condition is hereby made and accepted that second party will, within three years from the date of this instrument, construct the said "Dam", "Lake", and "Drive-way" as herein designated and shown on the said Map herein referred to as made by said A. P. Campbell, and second party hereto hereby agrees to construct a good and

proper waste gate in the said "Dam" of sufficient size to allow all surplus and flood waters to pass easily, and a similar waste gate shall be constructed at the other end of the said Lake, should second party ever care to bridge the same, and when constructed these works shall be by second party maintained at all times in good order.

After the construction of the Lake and other works as herein set forth, said second party shall use all possible diligence to maintain the same in good order, and provided always that there is sufficient water, the said Lake shall be kept up to at least the Four (4) foot water level according to the water lines and levels as delineated and shown on the said Map referred to as made by A. P. Campbell, said Engineer of the said City of Riverside, and the water shall be kept in said Lake, except at such times as it is necessary to let it out to clean the same, and such cleaning shall be done during the winter or early Spring, so that the water will not be shut off to fill the said Lake during the months of June, July, August, and September of any year; and at all time the surplus water shall be allowed to flow freely over the proper waste gate in the said "Dam", said water being used by said first party and others, for irrigation and domestic use by virtue of established rights: and the said Lake shall at all times be confined within the boundaries delineated and shown on the said Map before referred to as made by said A. P. Campbell, City Engineer of the said City of Riverside, and reference is hereby made to the said Map for a definite and particular description. - - - - -

Provided always that there is sufficient water with which to maintain said Lake as herein set forth, due care and diligence being exercised by said second party, the condition is hereby made and accepted, that if second party fails to maintain said "Fairmount Park Lake", and "Dam", and "Driveway", according to the meaning and intention of this instrument, for any one period of nine months, then and in that event all the land as herein described and designated as granted to the said City of Riverside for use for the purpose of a public Park Lake and

Driveway, shall revert to and become the property of the said first party, but this reverting condition shall not apply to the said 2.81 acres of land herein first described and deeded, nor shall it apply to any of the said five miners inches of water herein described, nor to any of the water or waters to be developed or pumped by said second party as herein set forth under specific terms, conditions and restrictions; which rights to water for irrigation within the boundaries of Fairmount Heights Tract, and the right to use said water under specific conditions in case of a serious fire (all as herein-before set forth) shall remain forever the property of second party, according to the conditions herein set forth, whether the said "Lake" and "Driveway" be maintained by said second party, or forfeited to first party on account of non-maintenance of the same: but the non-maintenance of the said "Lake", "Dam", and "Driveway" as herein set forth, shall cause to revert to said first party all of the land as herein set forth as within the boundaries of the said "Fairmount Park Lake", "Dam", and "Driveway": and it is further agreed between the parties hereto, that should such a reversion take place on account of the non-maintenance of said Lake and other works as herein set forth, then and in that event, said second party may sink wells on its land within said Fairmount Park, up to the said "New Boundary Line" herein designated, and use any water so developed within the boundaries of said Fairmount Park, as herein set forth, said second party being restricted as to the development of water, so long as said Lake is maintained, so that no wells shall be put down within One hundred (100) feet of said "New boundary line".

It is mutually agreed, however, that in case of extraordinary disturbance, such as an earthquake, or unusual flood, which shall destroy the said "Lake", or "Dam", so that unusual conditions prevail outside the power of man to prevent, due care and diligence having been exercised by said second party, then and in that event said second party shall have one year in which to replace said "Lake" to the said Four (4) foot water level, and thereafter the intention of this instrument shall be carried out the same as before.

Said first party does hereby reserve a right of way to lay and maintain a pipe line, over, through or across the said "Driveway" herein designated, subject to repairing the said "Driveway" as it was before, should it ever be necessary to disturb the same for said pipe line.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; subject, however to the reservations, restrictions and conditions herein imposed and particularly set forth.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part, by its President and Secretary, has hereunto set its name and affixed its corporate seal the day and year first above written, the same being duly authorized by its Board of Directors.

THE RIVERSIDE LAND AND IRRIGATING COMPANY.

By V. C. [Signature] President.

Attest: [Signature] Secretary.

Said first party does hereby reserve a right of way to lay and maintain a pipe line, over, through or across the said "Driveway" herein designated, subject to repairing the said "Driveway" as it was before, should it ever be necessary to disturb the same for said pipe line.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; subject, however to the reservations, restrictions and conditions herein imposed and particularly set forth.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part, by its President and Secretary, has hereunto set its name and affixed its corporate seal the day and year first above written, the same being duly authorized by its Board of Directors.

THE RIVERSIDE LAND AND IRRIGATING COMPANY.

State of California,

COUNTY OF RIVERSIDE,) ss

On this 9th day of June in the year of our Lord one thousand ~~eight~~ ^{nine} hundred and ~~nineteen~~ ^{the} before me, Raymond A. Best, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

S. Kovas Jr. President and G. Kovas Secretary
personally known to me to be the President & Secretary of the Corporation described in, and who executed the within and annexed instrument, and acknowledged to me that such Corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, the day and year in this Certificate first above written.

Raymond A. Best
Notary Public in and for Riverside County, State of California.

(Corporation)

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Deed

Riverside Land &

Irrigating Company:-

to

City of Riverside.

Dated

1903.

Received For Record

JUN 11 1903

at 7:15 p.m. part of 7 o'clock P.M. at request of City of Riverside Copied in Book No. 163 of 204 et seq., Records of Riverside County, California.

E. W. Farnwell Recorder.

40 Deputy Recorder

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