

SEE DEED 441 / 153

CITY OF RIVERSIDE
to
A. A. GAMBLE

Book 399-P-344

This agreement, made and entered into in duplicate this 3rd day of August, 1914, by and between the City of Riverside, a municipal corporation duly organized under the laws of the State of California, and being situate in the County of Riverside, said State, first party, and A. A. Gamble, of the said City of Riverside, second party.

Witnesseth: That whereas by Resolution No. 282 (New Series) of the Common Council of the city of Riverside, the Mayor of said City was authorized and directed to execute in the name of said City, an agreement of sale with the said second party herein, agreeing to sell certain real property belonging to said city and in said resolution No. 282 (New Series) described and hereinafter described, upon the terms and conditions specified in said resolution and in which resolution it was provided that said agreement should contain the usual covenants and conditions with reference to forfeitures and liquidated damages, in the event the said A. A. Gamble defaulted in any of the covenants contained in said agreement.

And Whereas a referendum petition was filed with the City Clerk of said City within thirty (30) days after the adoption and approval of said resolution No. 282 (New Series) protesting against its passage and demanding a referendum thereon.

And Whereas at a special election held in said City of Riverside, on the 28th day of July, 1914, at which election the proposition of selling the said real property hereinafter described, to the said second party was submitted to the qualified electors of said city,

Bk 399
Pg. 344

177

And Whereas a majority of the electors of said City voting at said election, voted in favor of selling said lot to the said second party upon the terms and conditions mentioned in said resolution.

Now therefore, the said first party in pursuance of the authority granted by said resolution and by said election and in consideration of the covenants and agreements on the part of the said second party hereinafter ^{contained} mentioned, and by him to be kept and performed, agrees to sell and convey unto the said second party, and said second party hereby agrees to buy all that certain lot and parcel of land situate in the City of Riverside, County of Riverside, in the State of California, and bounded and described as follows, to-wit:

The northwest ($\frac{1}{4}$) of Block seven (7) in range eight (8) of Riverside, as surveyed by Goldsworthy and Higbie, a part of which survey is of record in the County Recorder's office of the County of San Bernardino, State of California, having a frontage of 165 feet on Seventh Street and 165 feet on Almond Street in said City of Riverside.

Reserving therefrom a strip of land seven and one half ($7\frac{1}{2}$) feet in width off the southerly and easterly sides of said quarter block for the purpose of a public alley. Also reserving from the residue thereof a triangular piece of land at the southeast corner of said residue, said triangular piece of land extending northerly along the easterly side of said residue a distance of ten (10) feet, thence at an angle of 45 degrees southwesterly to a point in the southerly line of said residue and ten (10) feet westerly of the southeast corner of said residue; thence easterly along said southerly line of the residue to the southeast corner of said residue, said triangular piece of land to be included in the alley reservation for the purpose of bettering the right angle turn of said alley reservation.

For the sum of twelve thousand (\$12,000.00) dollars, gold coin of the United States, the said second party in consideration of the premises agree to pay to the said first party the said sum of twelve thousand (\$12,000.00) dollars, in gold coin of the United

States, as follows:

Two thousand (\$2000.00) dollars on the execution and delivery of this contract; ten thousand (\$10000.00) dollars on or before five (5) years from the date of this agreement, together with interest on said sum of ten thousand, \$10,000.00 at the rate of six (6%) per cent per annum from the date of this agreement until paid, said interest to be paid semi-annually.

The said second party further agrees that he will within six (6) months from the date of this agreement erect upon said premises hereinabove described, a brick and iron building having dimensions not less than 50 feet by 157 $\frac{1}{2}$ feet, which building will cost not less than four thousand (\$4,000.00) dollars.

Said second party further agrees to pay all State, City and County taxes or assessments of whatsoever nature which are or may become due on the premises above described.

Said second party further agrees to pay all assessments which are now or may be hereinafter levied upon said premises hereinabove described, for local improvements of every kind or character.

It is further agreed by and between the parties hereto that time is of the essence of this agreement, and that in the event of a failure of said second party to comply with any of the terms and conditions hereinabove contained and upon his part to be kept and performed, the said first party shall be released from all obligation in law or equity to convey said property to said second party, and the said second party shall forfeit all rights thereto and any sums which may have been theretofore paid by said second party to said first party, shall be retained by said first party, and all improvements which may be put upon said real property by said second party

shall be and become the property of said first party.

The first party hereby agrees upon receiving such payments at the time and in the manner above mentioned and upon the faithful performance of every other term and condition to be kept and performed by said second party, to execute and deliver unto the said second party a good and sufficient deed conveying said real property hereinabove described, free and clear of all incumbrances except tax and assessment liens.

It is understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties, and that said second party is to have immediate possession of said premises.

In Witness Whereof, the said first party has caused these presents to be executed in its corporate name by its Mayor, attested by its Clerk and its corporate seal to be hereunto affixed, and the said second party has hereunto set his hand, the day and year first above written.

City of Riverside,

By Oscar Ford, Mayor,

Attest: H. C. Cree, Clerk.

A. A. Gamble

Recorded Aug. 6, 1914

77