

D E E D

THIS INDENTURE, made this 22nd day of January, 1934, by and between BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association, as party of the first part, and THE CITY OF RIVERSIDE, a Municipal corporation, the party of the second part,

WITNESSETH:

WHEREAS, by a certain Deed of Trust dated August 30, 1923, S. C. EVANS and MARY S. EVANS, his wife, therein referred to as the Trustors, did convey certain real property hereinafter described to HELLMAN COMMERCIAL TRUST AND SAVINGS BANK, a corporation, as trustee, for the benefit of THE CITY OF RIVERSIDE, a Municipal corporation, and also as security for the payment of the sum of Thirty-five Thousand and no/100 (\$35,000.00) Dollars by said THE CITY OF RIVERSIDE to HELLMAN COMMERCIAL TRUST AND SAVINGS BANK, CITIZENS NATIONAL BANK, SECURITY SAVINGS BANK, and FIRST NATIONAL BANK IN RIVERSIDE, all of which is more particularly set forth in said Deed of Trust; and

WHEREAS, the said real property was conveyed to said HELLMAN COMMERCIAL TRUST AND SAVINGS BANK for the use and benefit of said THE CITY OF RIVERSIDE subject to the following conditions, limitations and restrictions, to-wit:

- (1) This land shall be used for public park purposes only, in connection with Fairmount Park as already owned by said Beneficiary; and insofar as possible said land shall be utilized and maintained as a Park Lake by constructing an artificial Dam of earth across the Westerly side thereof, of a substantial width and height, and with a proper and adequate drainage conduit and gate at the bottom level and an adequate and substantial spillway at or near the top of said earth Dam of a capacity sufficient not only to carry the average flow of water flowing through said land, but large enough to

*Dr. as to description
Hellman - City Engineer*

safely carry any and all storm water which may naturally find its way there.

(2) The top of said Dam and the high land around or adjacent to the said Lake shall be graded, substantially improved and maintained as a roadway, and any existing road or portion of a road which may be covered with water when the Lake is constructed, shall be replaced by having said Beneficiary provide suitable outlets approximately as convenient as those which may be covered with water, and adjacent property shall have the right of access and egress over such substituted roads.

(3) That at least one Island be built and maintained within said Lake, and more Islands may be constructed from time to time.

(4) That a sand bathing beach be constructed and maintained for bathing, under such rules and regulations as said Beneficiary or any of its authorized Departments may impose.

(5) That no water or water rights are granted or conveyed with this deed, except as herein named, all other water and water rights being expressly reserved by said Trustors, but insofar as any seepage drainage may accrue to adjoining or adjacent lands owned by said Trustors they do hereby assume any damage therefrom and will hold the said Beneficiary and the said Trustee harmless by reason of seepage or percolation from the water of said Lake. Certain seepage or percolating water or water from springs, other than the water of that certain stream known and denominated as "Spring Brook" flow onto, over and through said land, and certain storm water naturally finds its way onto this land, and, as to such named and designated waters, said Trustors grant to said Beneficiary the right to use same for the purpose of maintaining said Lake. Insofar as there may be any limitation on the use of that certain five inches of water owned by said Beneficiary by deed of June 9, 1903, and

recorded in Book 163, Page 213, Records of Riverside County, California, and pertaining to said mentioned stream of "Spring Brook", said Trustors, relinquish any claim they may have on such five inches of water under any limitations in existing deeds for the purpose of allowing such five inches to have the additional use of contributing to the maintenance of said Lake. The other water rights in said "Spring Brook" are owned by the Rubidoux Building Company and the Riverside Water Company, both corporations organized and existing under the laws of the State of California, and this Deed is given subject to the respective rights of said parties, and to the same conditions and rights as now pertain to the present Fairmount Park Lake; and

WHEREAS, said THE CITY OF RIVERSIDE has paid to the Trustee the said sum of Thirty-five Thousand and no/100 (\$35,000.00) Dollars in accordance with the terms and provisions of the said Deed of Trust and is entitled to a Deed to the said real property, subject to the conditions, reservations and restrictions contained in the said Deed of Trust; and

WHEREAS, BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, by consolidations and mergers, is now the successor to HELLMAN COMMERCIAL TRUST AND SAVINGS BANK and MERCHANTS NATIONAL TRUST AND SAVINGS BANK OF LOS ANGELES as Trustee under the said Deed of Trust;

NOW THEREFORE, in consideration of the premises the undersigned BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as Trustee, does hereby grant to THE CITY OF RIVERSIDE, a Municipal corporation, without warranty express or implied, all of that certain real property situated in the City of Riverside, County of Riverside, State of California, more particularly described as follows:

All that portion of Lot 3 as shown by Amended Map of

Indian Hill Tract on file in Book 10, page 3 of Maps, records of Riverside County, California, particularly described as follows:-

Commencing at the most Southerly corner of Lot J as shown on said Map;

Thence South $53^{\circ} 37'$ East, 869.49 feet for the point of beginning;

Thence South $31^{\circ} 22'$ West, 767.38 feet;

Thence South $55^{\circ} 31'$ West, 551.16 feet;

Thence South $83^{\circ} 06'$ West, 50 feet;

Thence on a curve concave to the Northeast and having a radius of 1005.37 feet, a distance of 964.50 feet, being $54^{\circ} 58'$ of arc;

Thence North $27^{\circ} 58'$ East, 50 feet;

Thence North $32^{\circ} 53'$ East, 166.1 feet;

Thence North $57^{\circ} 38'$ East, 265.9 feet;

Thence North $50^{\circ} 32'$ East, 310 feet;

Thence South $62^{\circ} 32'$ East, 38 feet;

The last four courses and distances being along the Northwesternly line of Redwood Tract, as shown by Map on file in Book 11, page 77 of Maps, records of said Riverside County;

Thence North $52^{\circ} 28'$ East, 163.9 feet;

Thence North $78^{\circ} 28'$ East, 200 feet;

Thence South $79^{\circ} 02'$ East, 20.25 feet;

Thence on a curve concave to the East and having a radius of 517.67 feet, a distance of 103.25 feet, being $11^{\circ} 22'$ of arc;

Thence North $28^{\circ} 10'$ East, 510.94 feet;

Thence North $31^{\circ} 04'$ West, 95 feet;

Thence on a curve concave to the Southwest and having a radius of 103.65 feet, a distance of 113.2 feet, being $59^{\circ} 09'$ of arc;

Thence South $89^{\circ} 45'$ West, 79.94 feet;

Thence on a curve concave to the Northeast and having a

radius of 187 feet, a distance of 119.6 feet, being $36^{\circ} 38'$ of arc;
Thence North $53^{\circ} 37'$ West, 648 feet to the point of
beginning.

Subject to the following:

1st:- A Right of Way reserved to the Riverside Water Company and its successors and assigns for the construction and maintenance and repair of canals and ditches and other conduits of water that may be required by said Company; also the 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.

2nd:- A Right of Way four feet in width across the hereinafter described property for a sewer pipe line or other sewer conduit as granted to the City of Riverside, a Municipal Corporation, by Deed recorded June 14, 1916 in Book 446, Page 25 of Deeds, records of Riverside County, California.

3rd:- A Right of Way for pipe lines to capacity of 110 inches through Lot 3 of the Amended Map of Indian Hill Tract, as shown by Map on file in Book 10, page 5 of Maps, records of Riverside County, California, and extension from any point in Fairmount Park, as shown by Map on file in Book 4, page 82 of Maps, records of Riverside County, California, through said Lot 3 to any point in that certain Public Highway and bridge right of way as conveyed by the Riverside Land and Irrigating Company to Rubidoux Building Company by Deed recorded December 27, 1921 in Book 549, page 427 of Deeds, records of said Riverside County, California.

Subject also to the conditions, reservations and restrictions contained in the aforesaid Deed of Trust as hereinabove set forth.

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

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 for the uses and purposes herein set forth.

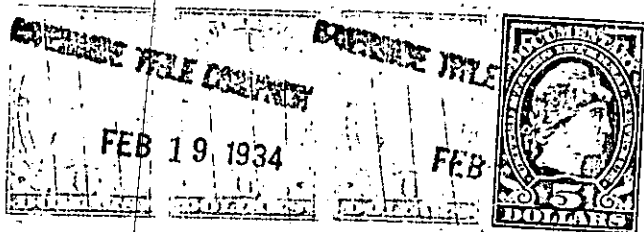
IN WITNESS WHEREOF, the said party of the first part has hereunto caused its corporate name to be subscribed and its corporate seal affixed the day and year first above written.

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION,
as Trustee,

[Signature]
Vice President.

By *[Signature]*
Assistant Secretary,
Trust Officer.

*Approved and for
Aug 1934
Sif-attorney*

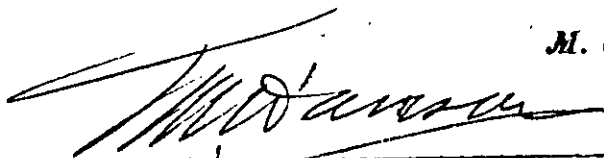


STATE OF CALIFORNIA)
County of ~~Los Angeles~~ ^{RIVERSIDE}) ss.

On this 22nd day of January, 1934, before me,
M. G. Davison, a Notary Public in and for the
said County and State, residing therein, duly commissioned and
sworn, personally appeared T. W. Backwalter,
known to me to be a Vice President, and A. N. Clarke
known to me to be the Assistant ^{Trust Officer} ~~Secretary~~ of the BANK OF AMERICA
NATIONAL TRUST AND SAVINGS ASSOCIATION, the corporation that
executed the within instrument, known to me to be the persons who
executed the within instrument on behalf of the corporation herein
named, 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.

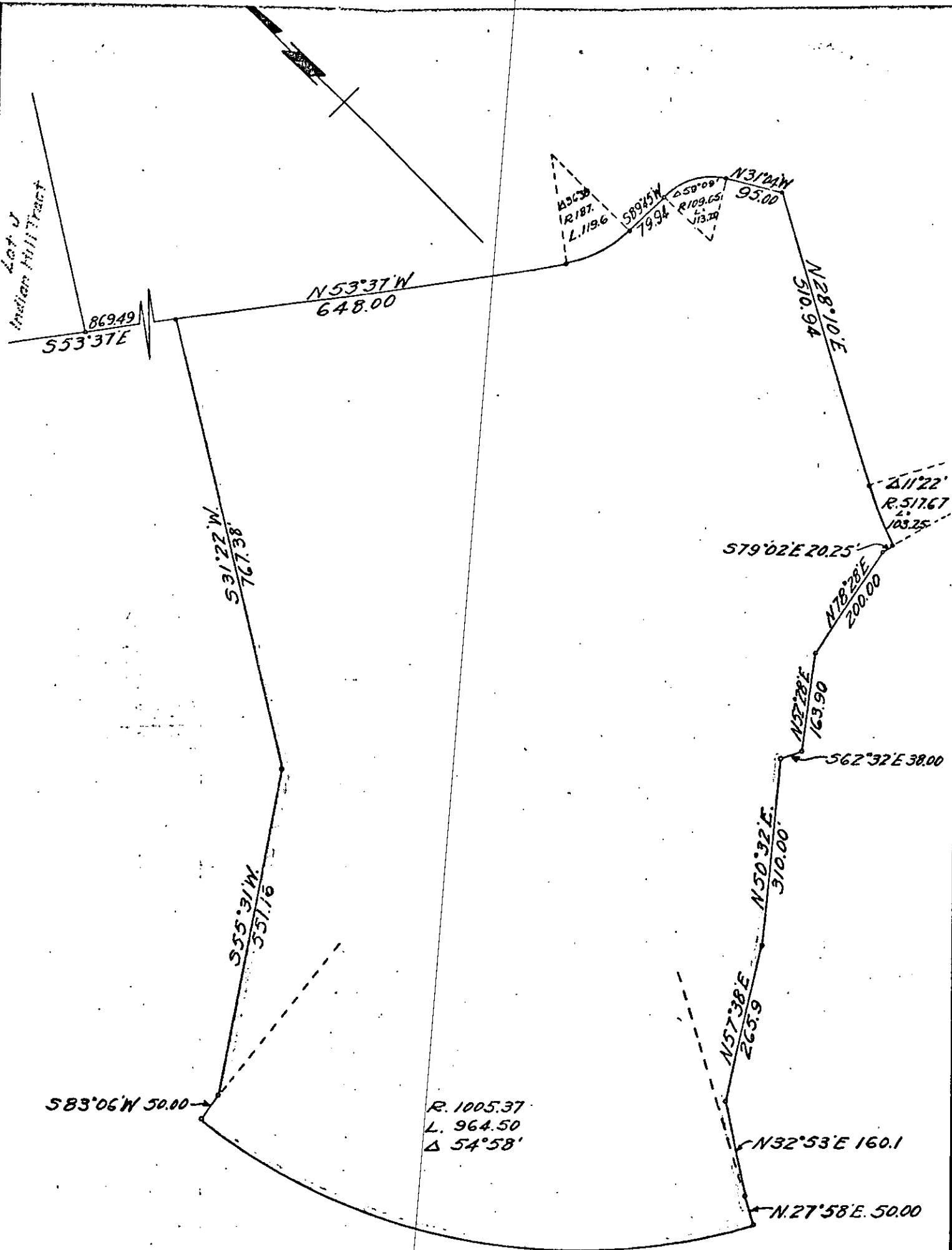
M. G. Davison



Notary Public in and for said
County and State.

My Commission Expires Feb. 7, 1937

Lot J
Indian Hill Tract



MAP OF
EVANS LAKE
 FAIRMOUNT PARK
 SCALE 1"=200' P.M.H.
 DEED #1964

No.	COURSES		FUNCTIONS		LATITUDE		DEPARTURE		CO-ORDINATES		DOUBLE MERIDIAN DISTANCE	DOUBLE PLUS AREA
	BEARING	DISTANCE	C SINE	C COSINE	NORTHING	SOUTHING	EASTING	WESTING				
5	31 22 W	767.38	853.85338	520.513.0		6552.3		399.43				
5	55 31 W	551.16	566.1665	824.2909		31205		454.32				
5	83 06 W	50.00	120.1568	942.7573		601		49.64				
5	34 23 E	927.94	825.2778	564.7270		71581		524.03				
N	27 58 E	570.00	883.2206	468.9578	4416		2345					
N	32 53 E	160.10	837.7778	542.9302	13415		869.2					
N	57 31 E	265.90	535.8855	848.8345	14235		22459					
N	50 32 E	310.00	635.6292	771.9945	19704		23932					
S	62 32 E	38.00	661.2325	887.2793	1753		3372					
N	52 28 E	163.90	609.2229	792.9990	9985		12997					
N	78 28 E	200.00	199.9380	979.8086	3999		19596					
5	79 02 E	20.25	190.2379	981.7380	385		1988					
N	22 29 E	102.53	923.9908	382.4147	9474		5921					
N	28 10 E	570.94	881.5782	472.0380	45043		24118					
N	31 04 W	95.00	856.5674	516.0351	8137			4902				
N	60 40.30 W	108.24	489.7629	871.8557	5301			543.7				
5	89 45 W	79.94	804.3633	999.9905		.35		7994				
N	71 56 W	117.54	310.1234	450.6963	3645			111.74				
N	53 37 W	648.00	593.1847	805.0664	38438			521.68				
					1758.22		1758.23		1760.14			
					1758.22		1758.23		1758.23			
					South 2.61				West 1.91			

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RESOLUTION NO. 1964 (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 January 22, 1934, executed by Bank of America National Trust and Savings Association, a national banking association, to the City of Riverside, a municipal corporation, of the County of Riverside, State of California, for the following described premises situated in the City of Riverside, County of Riverside, State of California, and more particularly described as follows, to-wit:

Commencing at the most Southerly corner of Lot J as shown on said Map;
Thence South 53° 37' East, 869.49 feet for the point of beginning;
Thence South 31° 22' West, 767.38 feet;
Thence South 55° 31' West, 551.16 feet;
Thence South 83° 06' West, 50 feet;
Thence on a curve concave to the Northeast and having a radius of 1005.37 feet, a distance of 964.50 feet, being 54° 58' of arc;
Thence North 27° 58' East, 50 feet;
Thence North 32° 53' East, 160.1 feet;
Thence North 57° 38' East, 265.9 feet;
Thence North 50° 32' East, 310 feet;
Thence South 62° 52' East, 38 feet;
The last four courses and distances being along the Northwesterly line of Redwood Tract, as shown by Map on file in Book 11, page 77 of Maps, records of said Riverside County;
Thence North 52° 28' East, 163.9 feet;
Thence North 78° 28' East, 200 feet;
Thence South 79° 02' East, 20.25 feet;
Thence on a curve concave to the East and having a radius of 517.67 feet, a distance of 103.25 feet, being 11° 22' of arc;
Thence North 28° 10' East, 510.94 feet;
Thence North 31° 04' West, 95 feet;
Thence on a curve concave to the Southwest and having a radius of 109.65 feet, a distance of 113.2 feet, being 59° 09' of arc;
Thence South 89° 45' West, 79.94 feet;
Thence on a curve concave to the Northeast and having a radius of 187 feet, a distance of 119.6 feet, being 36° 38' of arc;
Thence North 53° 37' West, 648 feet to the point of beginning,

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

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County Recorder of Riverside County, California, and thereafter filed
in the office of the City Clerk 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 foregoing resolution was duly and regularly introduced and adopted
by the Council of the said City, at its meeting held on the 6th day
of February, 1934, by the following vote:

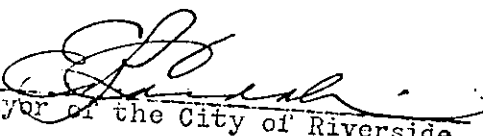
Ayes: Councilmen Pinkerton, Barber, Carter, Lindsley,
Wilson, Wells and Lohrli.

Noes: None.

Absent: None.


City Clerk of the City of Riverside.

I hereby approve the foregoing resolution this 6th day of
February, 1934.


Mayor of the City of Riverside.

D E E D

STATE OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION, as
Trustee,

to

THE CITY OF RIVERSIDE.

Dated: _____, 1935.

962

Handwritten signature
J. F. Ford
MERCHANTS NATIONAL TRUST COMPANY

SEP 16 1935
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403.00

Handwritten signature
Diallo
none/32 - Imp

Handwritten note
none/32 - Imp

MERCHANTS NATIONAL TRUST COMPANY

Merchants

National
Trust
and Savings
OF LOS ANGELES

Bank

RIVERSIDE OFFICE
N. W. CORNER SEVENTH AND MAIN

RIVERSIDE, CALIFORNIA

September 11, 1928

IN REPLYING PLEASE QUOTE

Our Private Trust #34

1213
G. Albert Mills, City Clerk,
City Hall,
Riverside, California

Dear Mr. Mills:

Enclosed you will find certified copy
of Declaration of Trust and Deed of Trust marked "Exhibit
A" under our Private Trust #34 held in the Riverside Office.

We have a deed from S. C. Evans and wife
conveying this property direct to the Bank, and under the
instructions contained in the Declaration of Trust and Deed
of Trust, when the payments to the various Banks have been
completed, we will be able to convey the property to the City
of Riverside.

The only other papers that we have in our
files are copies of records already in your office.

Yours very truly,



H. V. FLUKE,
Asst. Trust Officer.

HVF:MC
Enc. 1

INSTRUMENT OF TRUST

Trust 201 H.R.
Riverside Office
Private Trust #34

PLEASE DO NOT RECORD THIS INSTRUMENT

KNOW ALL MEN BY THESE PRESENTS: That the HELLMAN COMMERCIAL TRUST AND SAVINGS BANK, a corporation organized and existing under the laws of the State of California with its principal place of business in Los Angeles, California (hereinafter called the "Trustee"), has received a deed dated August 23, 1923, executed by S. C. Evans and Mary S. Evans, his wife, a copy of which is hereto annexed marked Exhibit "A" and made a part hereof, conveying to it IN TRUST for the City of Riverside, a municipal corporation organized and existing under the laws of the State of California, that certain real property situated in the City of Riverside, County of Riverside, State of California, as set forth in said deed; and

WHEREAS, in said deed the said Trustee agrees to advance to the said City of Riverside the sum of Thirty-five Thousand Dollars (\$35,000.00), or so much thereof as may be necessary to be expended in the construction of a lake and other work and improvements as set forth in said deed, and the said City of Riverside agrees to repay to the Trustee the sum so advanced and interest thereon in installments, all as contained in said deed, reference thereto being made for further particulars; and

WHEREAS, said deed states that each of the following named Banks, in the City of Riverside, viz: Citizens National Bank, Security Savings Bank, and First National Bank, has agreed to furnish one-fourth of said sum so to be advanced, provided, however, that "said Trustee is to make its own arrangements with said other Banks, and said City of Riverside is to deal only with said Trustee"; and

WHEREAS, said deed further provides that when the sum so advanced with interest have been repaid to said Trustee, then said Trustee shall

deed to said City of Riverside said real property, subject to the conditions, reservations and restrictions contained in said deed;

NOW THEREFORE, This is to witness, that each of the following named banks, viz: Citizens National Bank, Security Savings Bank and First National Bank, in Riverside, in consideration of the premises, does hereby agree to pay, upon demand, to Hellman Commercial Trust and Savings Bank, one-fourth of all sums, not to exceed in the aggregate \$85,000.00 that may be advanced by said Hellman Commercial Trust and Savings Bank, and paid by it, to said City of Riverside, in accordance with the provisions and conditions of the deed of trust, hereinabove referred to and annexed hereto as Exhibit "A".

Said Hellman Commercial Trust and Savings Bank does hereby agree to repay to each of said above mentioned banks one-fourth of the payments made to it by the City of Riverside, as provided in the deed of trust hereinabove mentioned as and when said payments are received.

Said Hellman Commercial Trust and Savings Bank hereby certifies and declares that it holds and will hold said real property ~~IN TRUST~~ under the terms and conditions set forth in said deed of trust referred to as Exhibit "A", and further to secure the repayment by said City of Riverside of the sums to be advanced as aforesaid.

The Trustee hereby waives the right to any compensation to which it would be entitled for its services as Trustee, rendered in connection with this Trust.

IN WITNESS WHEREOF, the HELLMAN COMMERCIAL TRUST AND SAVINGS BANK has caused this instrument to be duly executed by its officers thereunto duly authorized under its corporate seal this 30th day of August 1928.

HELLMAN COMMERCIAL TRUST AND SAVINGS BANK

By C. R. Bell
Vice President

By H. B. Kelley
Secretary.

(SEAL)

The undersigned, Citizens National Bank, Security Savings Bank and First National Bank, do hereby certify and declare that the foregoing description of trust number 1047, S. correctly and accurately sets forth and explains the trusts under and upon which the said property is held by the said trustee, and do also, hereby, agree to do and do approve, ratify and confirm the same in all particulars.

(SEAL)

CITIZENS NATIONAL BANK

By W. B. Clancy
President,

By C. E. Brouse
Secretary.

(SEAL)

SECURITY SAVINGS BANK

By W. Grant Fraser
President,

By W. T. Dinsmore
Cashier

(SEAL)

FIRST NATIONAL BANK,

By Jonas E. Killian
President

By C. L. Hill
Secretary

1217

READ 2d PART

THIS DEED OF TRUST, made this 30th day of August, 1923, between S. C. EVANS and MARY S. EVANS, his wife, parties of the first part, hereinafter called the TRUSTEES, HALLMARK COMMERCIAL TRUST & SAVINGS BANK, party of the second part, hereinafter called the TRUSTEE, and THE CITY OF RIVERSIDE, a Municipal Corporation, organized and existing under the laws of the State of California, party of the third part, hereinafter called the Beneficiary;

WITNESSETH: That, WHEREAS, the said Trustees desire to donate to the said Beneficiary the premises hereinafter described and to thereby furnish the necessary land for an enlargement to Fairmount Park Lake, subject to the conditions, limitations and restrictions herein set forth,

NOW, THEREFORE, the said Trustees, for and in consideration of the promises and of the performance of the covenants hereinafter set forth by the said Trustee, do hereby grant and convey unto the said Trustee that certain piece or parcel of land situate in the City of Riverside, County of Riverside, State of California, of the following description:

That portion of Lot 5 of the Acreed Map of Indian Hill Tract, as said map is shown of record in book of Maps 20, page 5, records of Riverside County, California, described as follows, to-wit:

Beginning at the west southerly corner of Lot "A" of said Acreed Map of Indian Hill Tract; thence South 85 degrees 37 minutes East a distance of 550.00 feet to a point of beginning; thence South 82 degrees 28 minutes East a distance of 700.00 feet; thence South 80 degrees 00 minutes East a distance of 510.00 feet; thence South 80 degrees 00 minutes East a distance of 10 feet; thence on a curve to the northeast and having a radius of 200.00 feet a distance of 50.00 feet; thence on a course bearing of 80 degrees North 17 degrees 10 minutes East a distance of 60 feet; thence South 84 degrees 58 minutes East a distance of 137.02 feet; thence North or beyond of same line a distance of 238.9 feet; thence North 70 degrees 52 minutes East a distance of 511 feet; thence South 82 degrees 32 minutes East a distance of 70 feet; thence North 78 degrees 22 minutes East a distance of 117.14 feet; thence North 78 degrees 21 minutes East a distance of 200 feet; thence North 75 degrees 32 minutes East a distance of 177.25 feet; thence on a curve concave to the east and having a radius of 117.67 feet a distance of 103.25 feet East 21 degrees 22 minutes of arc; thence North 28 degrees 10 minutes East a distance of 510.00 feet; thence North 31 degrees 04 minutes East a distance of 50 feet; thence on a curve concave to the southeast and having a radius of 100.00 feet a distance

of 115.2 feet being 59 degrees 09 minutes of arc; thence South 93 degrees 45 minutes West a distance of 79.94 feet; thence on a curve concave to the northeast and having a radius of 107 feet a distance of 119.6 feet being 55 degrees 23 minutes of arc; thence North 53 degrees 07 minutes West a distance of 648 feet to the point of beginning, and containing 34.99 acres of land, all as shown by a plat hereto attached and made a part hereof;

IN TRUST, HOWEVER, for the use and benefit of said Beneficiary, and this deed is given subject to the following conditions, limitations and restrictions, viz:

(1) This land shall be used for public park purposes only, in connection with Fairmont Park as already owned by said Beneficiary; and in so far as possible said land shall be utilized and maintained as a Park Lake by constructing an artificial dam of earth across the westerly side thereof, of a substantial width and height, and with a proper and adequate drainage conduit and gate at the bottom level and an adequate and substantial spillway at or near the top of said earth dam of a capacity sufficient not only to carry the average flow of water flowing through said land, but large enough to safely carry any and all storm water which may naturally find its way there.

(2) The top of said Dam and the high land around or adjacent to the said Lake shall be graded, substantially improved and maintained as a roadway, and any existing road or portion of a road which may be covered with water when the Lake is constructed, shall be replaced by having said Beneficiary provide suitable outlets approximately as convenient as those which may be covered with water, and adjacent property shall have the right of access and egress over such substituted roads.

(3) That at least one Island be built and maintained within said Lake, and more Islands may be constructed from time to time.

(4) That a sand bathing beach be constructed and maintained for bathing, under such rules and regulations as said Beneficiary or any of its authorized Departments may impose.

(5) That no water or water rights are granted or conveyed with this deed, except as herein named, all other water and water rights being expressly reserved by said Trustors, but in so far as any seepage drainage may occur to

adjoining or adjacent lands owned by said Trustees they do hereby assume any damage therefrom and will hold the said Beneficiary and the said Trustee harmless by reason of seepage or percolation from the water of said Lake. Certain seepage or percolating water or water from springs, other than the water of that certain stream known and denominated as "Spring Brook" flow onto, over and through said land, and certain storm water naturally finds its way onto this land, and, as to such named and designated waters, said Trustees grant to said Beneficiary the right to use same for the purpose of maintaining said Lake. Insofar as there may be any limitation on the use of that certain Five inches of water owned by said Beneficiary by deed of June 9, 1905, and recorded in Book 165, Page 213, Records of Riverside County, California, and pertaining to said mentioned stream of "Spring Brook", said Trustees, relinquish any claim that may have on such Five inches of water under any limitations in existing deeds for the purpose of allowing such Five inches to have the additional use of contributing to the maintenance of said Lake. The other water rights in said "Spring Brook" are owned by the Rabidoux Building Company and the Riverside Water Company, both Corporations organized and existing under the laws of the State of California, and this Deed is given subject to the respective rights of said parties, and to the same conditions and rights as now pertain to the present Fairmont Park Lake.

And, inasmuch as said Beneficiary, by vote of its Common Council, has agreed to accept said donation of said land from said Trustees, and to have said land deeded to said Trustee, provided said Trustee will advance the sum of Thirty-five Thousand Dollars (\$35,000.00), or so much thereof as may be necessary, to be expended in the construction of said Lake and of the other work and improvements hereinafter set forth in subdivisions A, B, C, D, E, F and G, and has agreed to repay to said Trustee the said sum of Thirty-five Thousand Dollars (\$35,000.00), or so much thereof as shall actually be advanced by said Trustee for said purposes,

together with interest thereon at six per cent. (6%) per annum, payable semi-annually, and which interest added to the said principal sum and payable in ten equal annual payments, makes payments as follows:

April 15, 1924	\$1,053.00	April 15, 1930	\$ 420.00
Oct. 15, 1924	4,510.00	Oct. 15, 1930	3,920.00
April 15, 1925	825.00	April 15, 1931	515.00
Oct. 15, 1925	4,445.00	Oct. 15, 1931	5,015.00
April 15, 1926	820.00	April 15, 1932	210.00
Oct. 15, 1926	4,340.00	Oct. 15, 1932	4,710.00
April 15, 1927	755.00	April 15, 1933	105.00
Oct. 15, 1927	4,235.00	Oct. 15, 1933	3,605.00
April 15, 1928	550.00		
Oct. 15, 1928	4,150.00		
April 15, 1929	535.00		
Oct. 15, 1929	4,025.00	TOTAL	\$46,850.00

Said Trustee agrees to furnish the said principal sum of \$50,000.00, each of the following named Banks having agreed with said Trustee and with the Beneficiary to furnish each one-fourth of said amount, viz: Citizens National Bank, Security Savings Bank, First National Bank in Riverside. However, said Trustee is to make its own arrangements with said other Banks and said Beneficiary is to deal only with said Trustee.

Said money is to be furnished on warrant demands of said Beneficiary, and is to be expended under the direction of said Beneficiary for the following purposes, viz:

- (A) Building of said dam, clearing of said lake land, installation of said island, said sand into beach and said outlet and spillway.
- (B) Grading and improving and planting of said roadways.
- (C) Purchase, if necessary, of small amount of land to allow clearance of roadway where old roadway will be covered with water.
- (D) Carrying sewer pipe from present Park septic tank to new disposal ground and installing underground waste stations.
- (E) Either carrying waste pipe from swimming tank to point below the Dam or installing a pump to empty said tank.

(1) extending the work of said trustee, to said land and same it,
(2) Other work necessary or proper to be done on said land,
Provided, however, that the total amount of such work shall not exceed
the principal sum of \$50,000.00.

When the payments have been made to said trustee by said beneficiary
as stated, or before, then said trustee will, and it is hereby directed
that said beneficiary said land subject to the conditions, reservations and
restrictions herein contained.

TOGETHER with all and singular, the tenements, hereditaments and
appurtenances thereto belonging, or in anywise appertaining, and the reversion
and reversions, remainder and remainders, rents, issues and profits thereof,
subject, however, to the reservations herein set forth, and the conditions herein
imposed.

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 for the uses and purposes herein set forth.

IN WITNESS WHEREOF, The said parties of the first part have hereunto
set their hands and seals the day and year first above written:

(Signed) C. C. Evans

Larry E. Evans

Riverside, California

September, 1929.

HELLMAN COMMERCIAL TRUST AND SAVINGS BANK, the Trustee named in
the foregoing instrument, hereby accepts the trust herein described and agrees
to the covenants and conditions, limitations and restrictions therein set forth,
in accordance with a resolution of its Board of Directors, duly passed.

HELLMAN COMMERCIAL TRUST AND SAVINGS BANK

By Marco H. Hellman

President

State of California)
) SS
County of Riverside)

On this 25th day of September in the year one thousand nine hundred and twenty-three, before me, J. L. Covey, 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 E. 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 herewith 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.

(Signed) J. L. Covey
Notary Public in and for Riverside County,
State of California.

Riverside, California,

September 25, 1923.

The City of Riverside, the Beneficiary named in the above instrument, hereby accepts the gift of the premises above described for the uses and purposes and under the conditions, limitations, and restrictions set forth therein and agrees to carry out the covenants and make the payments therein contained in accordance with a resolution of its Common Council duly adopted on the 25th day of September, 1923.

CITY OF RIVERSIDE

By (Signed) S. C. Evans, Mayor.

Attest:

(Signed) S. B. Burns
Clerk of the City of
Riverside.

-5-

1055

I hereby certify that the above and foregoing Declaration of Trust in Private Trust #34, of the Riverside Office of the Merchants National Trust and Savings Bank of Los Angeles, consisting of three pages, and Deed of Trust marked Exhibit "A" consisting of six pages, is a full, true and complete copy of said instruments as the same now remain on file in the Riverside Office of the MERCHANTS NATIONAL TRUST AND SAVINGS BANK OF L. A.

Dated this 12th day of September, 1928.

By *H. F. Luke* Asst. Trust Officer
Merchants National Trust and Savings Bank of L.A.
Riverside Office

I hereby certify that the above and foregoing Declaration of Trust in Private Trust #34, of the Riverside Office of the Merchants National Trust and Savings Bank of Los Angeles, consisting of three pages, and Deed of Trust marked Exhibit "A" consisting of six pages, is a full, true and complete copy of said instruments as the same now remain on file in the Riverside Office of the MERCHANTS NATIONAL TRUST AND SAVINGS BANK OF L. A.

Dated this 12th day of September, 1928.

By *H. F. Luke* Asst. Trust Officer
Merchants National Trust and Savings Bank of L.A.
Riverside Office

CERTIFIED COPY OF AGREEMENT IN RE:

(purchase)
EVANS LAKE

IN

FAIRMOUNT PARK.

MERCHANTS NATIONAL TRUST AND
SAVINGS BANK

3-267

THIS POLICY

Issued and delivered through the Office of
the TITLE INSURANCE AND TRUST
COMPANY at Riverside, California. Any-
thing in connection therewith should be
addressed to

Riverside Title Company

RIVERSIDE, CALIFORNIA

Phone 818

No. 77671-3267-R
42/107

for a valuable

1055

Recorded in Vol. III

Book of Contracts

at pp. 262-267 Inc.

Robert Snieder & Co.

City Clerk

National
Trust
and
Savings
Bank
Los Angeles, Calif.

A

corporation of La
con

MN 439-4M-8-28+

[Joint Protection Form]

§ 35,000.00

TITLE INSURANCE AND TRUST COMPANY

No. 77671-3267-R
42/107

a corporation of Los Angeles California, herein called the Company, for a valuable consideration paid for this Policy of Title Insurance,

Does Hereby Insure

THE 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 Thirty Five Thousand 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 Nineteenth Day of February 1934 at 9:00 A. M.

TITLE INSURANCE AND TRUST COMPANY,

by

William H. Allen
PRESIDENT

Attest: *Charles E. Johnson*
ASSISTANT SECRETARY

-1-

This policy consists of 9 pages which are numbered at the end of each page.

RIVERSIDE TITLE COMPANY

[No. 1110760000 BOARD]

SCHEDULE A

[1.] The title to said land is at the date hereof vested in

THE 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:-

All that portion of Lot 3 as shown by Amended Map of Indian Hill Tract on file in Book 10 page 3 of Maps, records of Riverside County, California, particularly described as follows:-

Commencing at the most Southerly corner of Lot J as shown on said Map;

Thence South 53° 37' East, 869.49 feet for the point of beginning;

Thence South 31° 22' West, 767.38 feet;

Thence South 55° 31' West, 551.16 feet;

Thence South 83° 06' West, 50 feet;

Thence on a curve concave to the Northeast and having a radius of 1005.37 feet, a distance of 964.50 feet, being 54° 58' of arc;

Thence North 27° 58' East, 50 feet;

Thence North 32° 53' East, 160.1 feet;

Thence North 57° 38' East, 265.9 feet;

[1] The title to said land is of the date hereof.

SCHEDULE Y

SCHEDULE A

(Continued)

Thence North 50° 32' East, 310 feet;

Thence South 62° 32' East, 38 feet;

The last four courses and distances being along the Northwest-erly line of Redwood Tract, as shown by Map on file in Book 11 page 77 of Maps, records of said Riverside County;

Thence North 52° 28' East, 163.9 feet;

Thence North 78° 28' East, 200 feet;

Thence South 79° 02' East, 20.25 feet;

Thence on a curve concave to the East and having a radius of 517.67 feet, a distance of 103.25 feet, being 11° 22' of arc;

Thence North 28° 10' East, 510.94 feet;

Thence North 31° 04' West, 95 feet;

Thence on a curve concave to the Southwest and having a radius of 109.65 feet, a distance of 113.2 feet, being 59° 09' of arc;

Thence South 89° 45' West, 79.94 feet;

Thence on a curve concave to the Northeast and having a radius of 187 feet, a distance of 119.6 feet, being 36° 38' of arc;

Thence North 53° 37' West, 648 feet to the point of beginning.

(RECORDED)
20162017

SCHEDULE B

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

(1) 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.

(2) A Right of Way reserved to the Riverside Water Company and its successors and assigns for the construction and maintenance and repair of canals and ditches and other conduits of water that may be required by said Company; also the 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.

(3) A Right of Way four feet in width across the hereinabove described property for a sewer pipe line or other sewer conduit as granted to the City of Riverside, a Municipal Corporation, by Deed recorded June 14, 1916 in Book 446 page 25 of Deeds, records of Riverside County, California.

(4) A Right of Way for pipe lines to capacity of 110 inches through Lot 3 of the Amended Map of Indian Hill Tract, as shown by Map on file in Book 10 page 3 of Maps, records of Riverside County, California, and extension from any point in Fairmount Park, as shown by Map on file in Book 4 page 82 of Maps, records of Riverside County, California, through said Lot 3 to any point in that certain Public Highway and bridge right of way as conveyed by the Riverside Land and Irrigating Company to Rubidoux Building Company by Deed recorded December 27, 1921 in Book 549 page 427 of Deeds, records of said Riverside County, California.

Examples to ...
(1) ...
Defects' ...

SCHEDULE B

SCHEDULE B
(Continued)

(5) Conditions, limitations and restrictions contained in that certain Deed of Trust dated August 30, 1923 executed by S. C. Evans and Mary S. Evans, his wife, Trustors, Hellman Commercial Trust & Savings Bank, Trustee, for the benefit of The City of Riverside, and as set out in the Deed from Bank of America National Trust and Savings Association, to The City of Riverside, filed for record February 19, 1934 in the office of the County Recorder of Riverside County, California, as follows:-

(1) This land shall be used for public park purposes only, in connection with Fairmount Park as already owned by said Beneficiary; and insofar as possible said land shall be utilized and maintained as a Park Lake by constructing an artificial Dam of earth across the Westerly side thereof, of a substantial width and height, and with a proper and adequate drainage conduit and gate at the bottom level and an adequate and substantial spillway at or near the top of said earth Dam of a capacity sufficient not only to carry the average flow of water flowing through said land, but large enough to safely carry any and all storm water which may naturally find its way there.

(2) The top of said Dam and the high land around or adjacent to the said Lake shall be graded, substantially improved and maintained as a roadway, and any existing road or portion of a road which may be covered with water when the Lake is constructed, shall be replaced by having said Beneficiary provide suitable outlets approximately as convenient as those which may be covered with

SCHEDULE B
(Continued)

water, and adjacent property shall have the right of access and egress over such substituted roads.

(3) That at least one Island be built and maintained within said Lake, and more Islands may be constructed from time to time.

(4) That a sand bathing beach be constructed and maintained for bathing, under such rules and regulations as said Beneficiary or any of its authorized Departments may impose.

(5) That no water or water rights are granted or conveyed with this deed, except as herein named, all other water and water rights being expressly reserved by said Trustors, but insofar as any seepage drainage may accrue to adjoining or adjacent lands owned by said Trustors, they do hereby assume any damage therefrom and will hold the said Beneficiary and the said Trustee harmless by reason of seepage or percolation from the water of said lake. Certain seepage or percolating water or water from springs, other than the water of that certain stream known and denominated as "Spring Brook" flow onto, over and through said land, and certain storm water naturally finds its way onto this land, and, as to such named and designated waters, said Trustors grant to said Beneficiary the right to use same for the purpose of maintaining said Lake. Insofar as there may be any limitation on the use of that certain five inches of water owned by said Beneficiary by Deed of June 9, 1903, and recorded in Book 163 page 213, Records of Riverside County, California, and pertaining to said mentioned stream of "Spring Brook", said Trustors, relinquish any claim they may have on such five inches of water under any limitations in existing Deeds for the

THE RIVERSIDE TITLE COMPANY
1200 N. GAVIN BLVD. RIVERSIDE, CALIF. 92507

(CONSTRAINED)
SCHEDULE B

SCHEDULE B
(Continued)

purpose of allowing such five inches to have the additional use of contributing to the maintenance of said Lake. The other water rights in said "Spring Brook" are owned by the Rubidoux Building Company and the Riverside Water Company, both corporations organized and existing under the laws of the State of California, and this Deed is given subject to the respective rights of said parties, and to the same conditions and rights as now pertain to the present Fairmount Park Lake.

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.

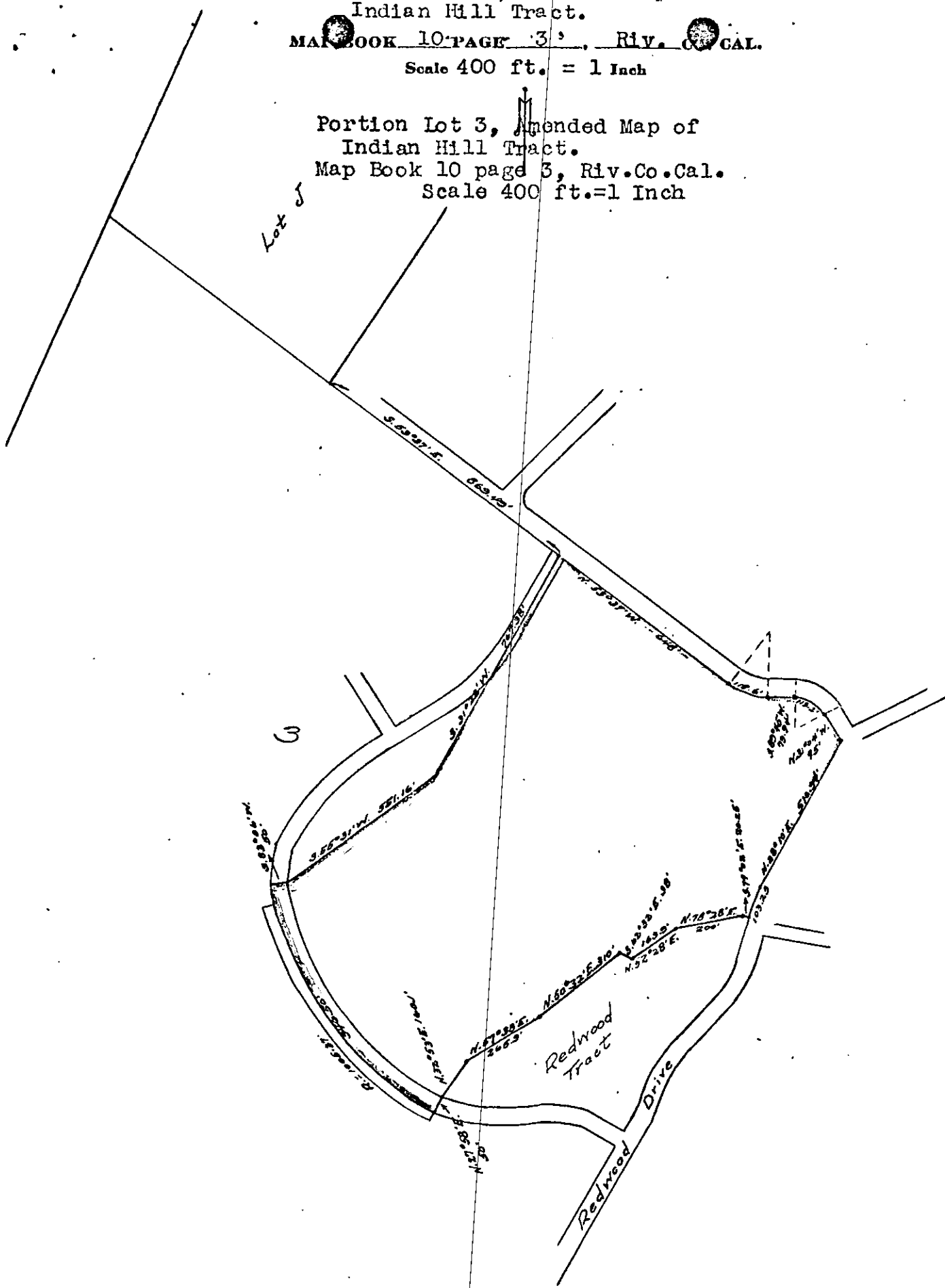
CONDITIONS

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 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 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 incurred subsequent to the date hereof or resulting in no pecuniary loss to the Insured, or for defects, claims or encumbrances incurred or suffered by the Insured claiming such loss or damage, or existing at the date of this Policy and known to the Insured at the time 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 shall not exceed the amount of the insurance pro tanto and payment of loss or damage insured by this Policy. All payments under this Policy shall reduce the amount of the insurance pro tanto and payment of loss or damage insured by this Policy. 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 to 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.

Indian Hill Tract.
MAP BOOK 10 PAGE 3, Riv. Co. CAL.

Scale 400 ft. = 1 Inch

Portion Lot 3, Amended Map of
Indian Hill Tract.
Map Book 10 page 3, Riv. Co. Cal.
Scale 400 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

2/34

RIVERSIDE TITLE COMPANY
RIVERSIDE, CALIFORNIA
3940 MAIN STREET TELEPHONE 818
January 27, 1934

AFFILIATED WITH
TITLE INSURANCE AND TRUST CO.
OF LOS ANGELES
CAPITAL AND SURPLUS
OVER
\$14,000,000.00

**PRELIMINARY
REPORT**

Issued for the sole use of **City of Riverside, RIVERSIDE, California.**
ATTENTION: G. ALBERT MILLS

In connection with Order No. **77671**, your No. _____, the Company will issue

Policy of Title Insurance in its usual form showing title as herein set forth, provided no change occurs subsequent to the date of Preliminary Examination.

Preliminary examination may include matters not shown of record and report thereof is accordingly issued only as an accommodation and without liability, pending recordation, final closing and issuance of Policy in accordance with instructions in connection with the order.

Statement of charges will be rendered when policy is issued or sixty days from entry of order, if policy is not issued prior to that time.

Dated as of **January 25, 1934** 8 A. M.

RIVERSIDE TITLE COMPANY.

By Chester P. McKensie
Assistant Secretary.

CPM:K
DESCRIPTION:

(See Sheet attached)

By recording Deed:

VESTEE: **THE CITY OF RIVERSIDE, a Municipal Corporation.**

SUBJECT TO:

1. Buena Vista Improvement Assessment, dated April 21, 1931, payable in connection with County and Municipal Taxes during a period of five years from date thereof.
2. Usual Right of Way of Riverside Water Company.
3. A Right of Way for sewer as granted to the City of Riverside, by Deed recorded June 14, 1916 in Book 446 page 25 of Deeds, records of Riverside County, California.
4. A Right of Way for pipe lines, as conveyed by the Riverside Land and Irrigating Company to Rubidoux Building Company by Deed recorded December 27, 1921 in Book 549 page 427 of Deeds, records of said Riverside County.
5. Conditions and restrictions as set out in Deed which we hold for record.

77671-

- : D E S C R I P T I O N : -

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

All that portion of Lot 3 as shown by Amended Map of Indian Hill Tract on file in Book 10 page 3 of Maps, records of Riverside County, California, particularly described as follows:

Commencing at the most Southerly corner of Lot "J" as shown on said Map;

Thence South $53^{\circ} 37'$ East, 869.49 feet for the point of beginning;

Thence South $31^{\circ} 22'$ West, 767.38 feet;

Thence South $55^{\circ} 31'$ West, 551.16 feet;

Thence South $83^{\circ} 06'$ West, 50 feet;

Thence on a curve concave to the Northeast and having a radius of 1005.37 feet, a distance of 964.50 feet, being $54^{\circ} 58'$ of arc;

Thence North $27^{\circ} 58'$ East, 50 feet;

Thence North $32^{\circ} 53'$ East, 160.1 feet;

Thence North $57^{\circ} 38'$ East, 265.9 feet;

Thence North $50^{\circ} 32'$ East, 310 feet;

Thence South $62^{\circ} 32'$ East, 38 feet;

The last four courses and distances being along the Northwesterly line of Redwood Tract, as shown by Map on file in Book 11 page 77 of Maps, records of said Riverside County;

Thence North $52^{\circ} 28'$ East, 163.9 feet;

Thence North $78^{\circ} 28'$ East, 200 feet;

Thence South $79^{\circ} 02'$ East, 20.25 feet;

Thence on a curve concave to the East and having a radius of 517.67 feet, a distance of 103.25 feet, being $11^{\circ} 22'$ of arc.

Thence North $28^{\circ} 10'$ East, 510.94 feet;

Thence North $31^{\circ} 04'$ West, 95 feet;

Thence on a curve concave to the Southwest and having a radius of 109.65 feet, a distance of 113.2 feet, being $59^{\circ} 09'$ of arc;

Thence South $89^{\circ} 45'$ West, 79.94 feet;

Thence on a curve concave to the Northeast and having a radius of 187 feet, a distance of 119.6 feet, being $36^{\circ} 38'$ of arc;

Thence North $53^{\circ} 37'$ West, 648 feet to the point of beginning.

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o o o
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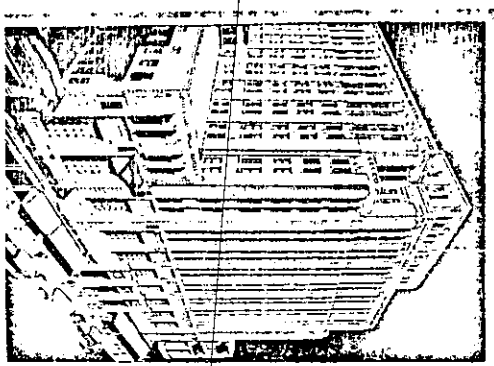
*Policy of
Title
Insurance*



*Title Insurance
and
Trust Company*

*Title Insurance
and
Trust Company*

BAKERSFIELD
1715 CHESTER AVENUE
SANTA BARBARA
14 EAST CARRILLO STREET
SAN LUIS OBISPO
908 MONTEREY STREET



INCORPORATED
DECEMBER 20, 1893
CAPITAL AND SURPLUS
\$14,000,000

UNION TITLE INSURANCE COMPANY
1028 SECOND STREET, SAN DIEGO
VENTURA ABSTRACT COMPANY
429 EAST MAIN STREET, VENTURA

WILLIAM H. ALLEN, JR.
PRESIDENT

TULARE COUNTY ABSTRACT COMPANY
204 WEST MAIN STREET, VISALIA
RIVERSIDE TITLE COMPANY
3940 MAIN STREET, RIVERSIDE

Lot 3, Indian Hill Tract
(Lake Evans, Fairmount Park)
TITLE INSURANCE
AND TRUST COMPANY
433 SOUTH SPRING STREET, LOS ANGELES

O. P. CLARK
SECRETARY

U. S. A.
From S. C. Evans, et ux -

February 1934

1055
1055

1934

DEED

1055

CERTIFIED COPY OF AGREEMENT IN RE:

(purchase)
EVANS LAKE

IN

FAIRMOUNT PARK.

MERCHANTS NATIONAL TRUST AND
SAVINGS BANK

3-267

THIS POLICY

Issued and delivered through the Office of
the TITLE INSURANCE AND TRUST
COMPANY at Riverside, California. Any-
thing in connection therewith should be
addressed to

Riverside Title Company

RIVERSIDE, CALIFORNIA

Phone 818

No. 77671-3267-R
42/107

for a valuable

1055

Recorded in Vol. III

Book of Contracts

at pp. 262-267 Inc.

Robert Snieder & Co.

City Clerk

National
Trust
and
Savings
Bank
Los Angeles, Calif.

A

... of LA
CON

MN 439-4M-8-28+