

From: "Roger Parker" <rjppib@cros.net>
To: "Kelly Faris" <kelmar@thirdplanet.net>
Date: Tue, Jun 10, 2003, 8:08 PM
Subject: DeRivera Trust

Hi Kelly:

Following is the trust that is as correct as I know it to be in type. There is only one blank word that I think would be a name. You could probably figure it out if you got a look at a good copy of the original. The text follows and I also attached it as a WORD document.

Roger

DeRivera Park TRUST DEED

Whereas I, Joseph de Rivera St. Jurjo, of the city, county and state of New York, propose to dedicate certain premises situated in South Bass Island in Lake Erie to the use and enjoyment of the inhabitants of said Island as a park or place of public recreation.

Now therefore, I, the said Joseph de Rivera St. Jurjo, in consideration of the premises and also in consideration of One Dollar to me in hand paid, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto Louis Harms, John S. Gibbons and F.W. Cooper, all of South Bass Island aforesaid, as Trustees, and unto their successors or successor in this trust, as hereinafter provided, the following premises situated on the main part of said Island in the Township of Put-in-Bay, County of Ottawa, and State of Ohio, and bounded and described as follows: Northerly by the waters of Lake Erie, easterly by land owned by the grantor herein, southerly by the center of the road in front of lands owned or occupied by Moore and West, Bird B. Chapman and others, and westerly by the center of the county road leading from the West Dock, so-called, to the Put-in-Bay Dock, being the westerly and central portion of Lot No. Three (3), range south of county road on a map of survey and by Ernest Frank, County Surveyor, in the year 1862, and deposition at the office of the County Auditor at Port Clinton, with the exception of that half of the road on the southerly boundary that of, which half of road has already been sold or conveyed to Bird B. Chapman and others; but with the addition of the land lying northerly between those portions of the said Lot No. 3 hereby conveyed and the waters of Lake Erie, addition is, however, subject to the right of highway over

the county road leading to the East Point, so-called, of the Island of South Bass aforesaid. And it is hereby understood and established that the grantor herein has reserved and hereby reserves for himself out the land which originally composed or constituted the aforesaid Lot No. #3 R. S. of CD and on the easterly portion thereof a lot of two acres which were duly set off on the 4th day of the present month of July by John Brown, Jr., deputy county surveyor, the said two acres having been measured from the center of three established or proposed roads that form the northerly, easterly, and southerly boundaries thereof.

To have and to hold said promises with the appurtenances unto the said Lewis Harms, John S. Gibbons and F. W. Cooper and to their successors or successor, as hereinafter provided, forever In Trust, nevertheless, and upon the following conditions and not otherwise.

First That the land and appurtenances hereby conveyed shall be used as a park or place of public recreation for the sole benefit and enjoyment of the inhabitation of South Bass Island and peaceable and well-conducted persons visiting the said Island with the natural and consequent right on the part said in habitants of South Bass Island to improve and adorn the same with trees, walks, grass, plants and shrubbery, flowers, fountains, statuary and seats, and have no other reasons whatsoever; that no church, meeting house, market, town hall, or any public or private building or buildings of any description shall be created on any part of said promises, nor shall any permanent or temporary booth or tent devoted or to be devoted to the sale of wares merchandise, food or drink be allowed upon said premises, that neither from buildings, booths nor tents, nor in any other manner, shops or form shall the selling or surreptitiously giving any of intoxicating liquors be permitted on the premises hereby conveyed, but if it should be done in spite of the refusal of such parties, the trustees for the time being, or any one of them, shall prosecute and, if possible, bring to punishment the party or parties thus offending, and said prosecution shall be commenced as soon by law required and no later than within the term of six months from the committing of such trespass or offense and shall be brought to judgment as soon as possible thereafter.

Second that on or before the first day of June (1867) eighteen hundred and sixty-seven that part of the premises hereby conveyed which is now enclosed in Lot No. 3 aforesaid shall at the expense of said inhabitants be fenced with a neat and substantial fence, painted, with proper gate and turn stiles.

Third On or before the first day of June (1868) eighteen hundred and sixty-eight the willow tree standing near the present dock shall at the expense of said inhabitants be surrounded with a substantial iron fence, no less than (30) thirty foot circumference, and the land thus enclosed be forever left protected and

undisturbed.

Fourth That on or before the first day of June (1869) eighteen hundred and sixty-nine land hereby on the border of the Lake shall at the expense for said inhabitants be properly protected by docking and otherwise, and at least one row of three set along the northerly side of the Island on the immediate border of the Lake.

Provided, however, that the grant herein made and the trusts and considerations herein expressed shall not prevent the Put-in-Bay Dock Co., their successors and assigns, from adding not exceeding twenty feet to the present width of their roadway to their dock; nor from extending their said dock to any length and in any direction they may choose in front of the land; always upon the express condition that said extension shall not be nearer than one hundred and fifty feet to the present line of the shore; and that no warehouse or building of any kind be erected on said extension in front of the lands hereby conveyed.

And further provided that the grant herein made and the trusts and conditions herein expressed shall not prevent -----, Moore and West, their heirs, executors, administrators and assigns, so long as they shall use and occupy as a public hotel, the premises non occupied by them adjoining the land herein conveyed, from enjoying the following, hereby reserved to them by the grantor herein:

First, the exclusive use of the one hundred foot of the lake shore next to the addition to be made by the Put-in-Bay dock Company and to a right of way or watering place not to exceed twenty feet to be left next to said addition, which said one hundred feet are to be docked or embanked to the expense of said Moore and West or their successors or assigns and are only to be used for the purpose of keeping pleasure boats and fish cars, except as hereinafter provided.

Second, The privilege to erect within the said one hundred feet a boat dock or pier to extend no farther than an average depth of three feet of water, with an extension at right angle to protect boats from the waves.

Third, the privilege to erect a boathouse inside of the one hundred feet aforesaid, provided that the roof of the same shall not be more than (8) eight height above the present dock.

Fourth, the privilege to place such other improvements upon said one hundred foot of lake shore as they may find necessary for the accommodation and convenience of the guests of their hotel, provided that the same be done substantially and neatly and in no respect to be inconsistent with the objects for which the said grantor makes this dedication, not to interfere in any manner with the

full and complete enjoyment by the public of the premises as herein provided.

Fifth, the privilege to lay at a suitable distance underground one or two adjoining pipes to convey water from the lake to their said premises, provided that in laying or repairing said water pipes, no permanent injury to the soil is made and all excavations are to be filled up and the earth replaced without unnecessary delay and as near as possible to its original conditions.

And it is further provided that in case the said Put-in-Bay Dock Company, its successors or assigns, or the said Moore and West, their heirs, executors, administrators and assigns, shall not comply with the conditions upon which the above privileges have been reserved to them or shall exceed the extent of the same, then and thereafter the privileges herein secured to the person or persons so offending shall cease and the grantees of this deed shall forthwith have the right to hold the same absolutely void as to the person or persons so offending and they themselves discharged from all claims by reason of the same.

And be it further known that I, Josephine de Rivera, the wife of the said Joseph de Rivera St. Jurjo, in consideration of One Dollar to me in hand paid, the receipt whereof is hereby acknowledged, do hereby remise, release and forever quit-claim to the said grantees, and their successors or successor, all my right, title and interest in and to the said premises by way of dower or otherwise.

And it is further provided that whom anyone of the trustees named in the deed die or remove from the said Island of South Bass, or shall resign this trust, a meeting shall be called by the remaining trustees or trustee of the legal voters living on said Island, upon one weeks notice, and the successor or successors of said trustees or trustee shall be appointed by ballot by a majority of said voters present at said meeting, and upon said appointment, the person or persons so appointed shall be vested with the full estate and powers of each of the present trustees.

And it is hereby declared that the estate hereby granted is a estate upon conditions and depends upon the performance by the grantees and their successors of the conditions and duties herein expressed and imposed to be on their part performed, and in case the said conditions shall not be complied with, the estate hereby granted shall wholly cease and determine, and the party of the first part, his heirs and assigns, shall have good, right and lawful authority to enter upon the premises hereby conveyed and to possess and enjoy the same in his or their own right, as full and effectively to all intents and purposes as if this deed had not been made.

In Witness Whereof, the said Joseph de Rivera and the said Josephine de

Rivera, his wife, have hereunto set their hands and seals this 14th day of June in the year One Thousand Eight Hundred and Sixty-six.

Sealed and delivered in the presence of: Joseph de Rivera St Jurjo (Seal)

Josephine de Rivera

(Seal)

Catherine Brothers (Internal Revenue)

Edwin F. Corey, Jr. (Stamps 50 cents)

(cancelled)

State of New York,

City and County of New York, SS,

Before me, Edwin F. Corey, Junior, a Commissioner of the State of Ohio, resident in said state, city, and county, appeared the above named Joseph de Rivera St Jurjo and Josephine de Rivera, his wife, and severally acknowledged the signing and sealing of the above conveyance to be their voluntary act and deed: and the said Josephine de Rivera being at the same time examined by me separated and apart from her said husband and the contents of said instrument made known to her by me, she then declared that she did voluntarily sign, seal and acknowledge the same and that she is still satisfied therewith, this twentieth day of June, A.D., 1866.

Edwin F. Corey, Jr.,

Commissioner for Ohio in New

York

(Seal)

Received July 10/66 at 11 oclock AM

Recorded July 24/66. O.E. Nye, Recorder