



Pat R. Parker
and
Amasa S. Bryant, et al)

A G R E E M E N T

THIS AGREEMENT AND CONVEYANCE made and delivered this 7th day of October 1940 by and between PAT R. PARKER Judge of the Superior Court of the State of California, in and for the County of Mono and as such Judge the successor in trust of John T. Poe, former County Judge, the party of the first part and AMASA S. BRYANT, MURVEN A. BRYANT ELIZABETH E. EVANS and STUART W. CAIN, respectively and in group

W I T N E S S E T H:-

The aforesaid Pat R. Parker, as Judge, and with the consent and approval of the Board of Supervisors

of Mono County does hereby and by these presents herewith sell, assign, transfer and convey to the respective parties above named the following described lands, lots and pieces or parcels of lands situated in the town of Bridgeport, County of Mono, and described as follows:-

TO MURVEN A. BRYANT, IN SEVERALTY

All that portion of land designated in and on the Township Map of the town of Bridgeport as "Cemetery Lot, beginning at the Southeast corner of the Bryant lot known as and referred to as the Bryant Hall Lot, which said Bryant Hall lot is situated in the Northwest corner of Main and School Streets in said town of Bridgeport and which aforesaid point of commencement is approximately one hundred feet northerly of the north line of Main Street and running thence westerly one hundred and forty feet, more or less to the west boundary fence of the Church Lot occupied by Stuart W. Cain, thence northerly approximately one hundred and seventy feet to a line of continuation of the fence forming the northerly boundary of the Elizabeth E. Evans lot, thence easterly one hundred and forty feet, more or less to the west line of School Street and thence in a southerly direction one hundred and seventy feet, more or less to the point of commencement, all of the foregoing described land being a part and portion of that area designated upon the Bridgeport Townsite Map as Cemetery ground and being embraced within the lands patented to John T. Poe, County Judge in trust for the inhabitants of the Town of Bridgeport, a record of which said Patent is duly entered upon the official records of Mono County.

TO STUART W. CAIN, IN SEVERALTY

All that piece or parcel of land lying immediately west of the lands conveyed to the said Bryant and more particularly described as being a portion of the aforementioned cemetery lot and taking for the point of commencement a point on the diding fence between the Cain and Bryant presently occupied and owned property which said point is approximately one hundred feet northerly of the north line of Main Street and running thence westerly eight two feet, more or less to the East line of the Evans property, thence northerly one hundred and seventy feet to a line of continuation of the Evans northerly fence, thence easterly eighty-two feet more or less to the northwest corner of the property hereinbefore conveyed to Bryant and thence one hundred and seventy feet to the point of commencement.

TO ELIZABETH E. EVANS, IN SEVERALTY.

All that piece or parcel of land lying immediately west of the lands conveyed to Stuart W. Cain and more particular described as being the southwest (SW) section of the aforementioned cemetery not which portion is described as follows:- Commencing at a point designated as the southwest corner of the cemetery lot as the same appears upon the Townsite Map of the Town of Bridgeport now of record in the public records of Mono County and running thence northerly one hundred and seventy feet, more or less to the present Evans north boundary fence, thence easterly eight feet (80) to the northwest corner of the piece hereinbefore conveyed to Cain thence southerly one hundred and seventy feet to the southerly boundary of the aforementioned cemetery lot and thence westerly eighty feet more or less to the point of commencement.

To each of the grantees named is conveyed the tements, hereditaments and appurtenances belonging to the respective parcels conveyed or in anywise appertaining thereto.

It is specifically understood between all parties grantee and the grantor that a more specific description by metes and bounds is deemed unnecessary, it being the intent of the instrument to convey to each the lands now by each occupied and the grantees between themselves recognize and confirm the rights of each other in and to the premises

The only exception being in the case of Bryant who at present is not in occupancy of a small portion in the north-west corner and in the north twenty feet of the lands herein conveyed to him.

The said grantees in lieu of further description will fence off the lands to the mutual satisfaction of themselves and the grantor and mark the corners with posts four inches by four inches in dimension and placed four feet in the ground.

As consideration for the lands conveyed to the several grantees the following transfers and payments are to be made.

Murvey A. Bryant and A. S. Bryant convey to the County of Mono, with the restriction that the lands conveyed be used exclusively for County purposes in connection with a Hospital as long as the said hospital is located there and thereafter exclusively for such other public use as may be determined upon, the following described lands

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situated in the town of Bridgeport and more particularly described as follows:-

Commencing at a point located as being the northeast corner of the present site of the Mono County hospital and running thence forty-four feet, more or less easterly along the south line of Emigrant Street, thence southerly three hundred and thirty-two feet more or less to the north boundary of the lands conveyed to the various grantee herein, which said north boundary is marked by the Evans fence and its prolongation, thence northerly one hundred eight two feet more or less to the southwest corner of the present hospital lot thence along the southerly line of said hospital lot seventy-five feet easterly to the southeast corner of the present hospital lot and thence northerly one hundred and fifty feet to the point of commencement.

The description given being intended to convey and describe an area bounding the County Hospital ground on the east and south and creating a total area of Hospital ground with a frontage on Emigrant Street of approximately one hundred and nineteen (119) feet with an uniform depth of three hundred and thirty-two feet more or less. There is omitted from the description any westerly course on the south end of the piece described and that omission is here supplied by inserting after the word "prolongation" on the third line from the bottom of the preceding page, the following words, viz: thence westerly one hundred and nineteen (119) feet, more or less.

There is also conveyed by these presents to the County of Mono all land lying south of the prolongation of the north line of the cemetery lot, as delineated upon the townsite map and north of the Evans fence line, as prolonged, and bounded on the west by the lands immediately hereinbefore described and on the east by the north half of the cemetery lot.

It is understood that more complete description by metes and bounds or by courses and angles is impossible for the reason that in the laying out of the street the block has become more or less irregular in shape and the courses of the lot lines vary from true parallel and the costs of accurate survey would become burdensome to all parties and result in no further clarity.

CAIN and EVANS

Elizabeth E. Evans pays to the County of Mono the sum of One Hundred and Fifty Dollars the receipt of which is hereby duly acknowledged.

Stuart W. Cain pays to the County of Mono the sum of Two Hundred Dollars, the receipt of which is duly acknowledged.

The County of Mono agrees to forthwith clean up the old cemetery lot and remove all fences, headstones or other evidences of interment and to disinter all human bodies therein buried, under the direction and supervision of the proper Health Authorities with the provision that if, in the option of the Health Officer and due to conditions existing it becomes impracticable or futile to attempt removal or disinterment of any remains, owing to water or soil conditions or other good and sufficient causes there shall be no duty or obligation to make such removal in any particular case. In which latter event however, all evidence of interment observable to the eye shall be removed. The general intent being that upon completion of the work the ground involved shall bear no marks of at any time ever having been used as a cemetery.

The County of Mono will maintain a roadway of not less than fifteen feet in width at the north end of the cemetery lot and running westerly to the County property.

The party of the first part herein, trustee as aforesaid will and does grant to the parties hereto, namely Cain and Evans a right of way fifteen feet in width crossing the extreme westerly end of the old cemetery lot and running to the North line of the Cain property.

The purpose of these cross conveyances and the spirit of the entire agreement is one of repose. The said party of the first part, Trustee as aforesaid agrees to dismiss, with prejudice, that certain suit pending in the Superior Court of the State of California in and for the County of Mono, entitled Pat R, Parker, Judge etc vs A.S. Bryant, M.A. Bryant, Elizabeth E. Evans and Stuart W. Cain.

occupancy of the parties as conclusive evidence of title, including not only the lands conveyed to and from each other but specifically the entire occupancy of Bryant, Evans and Cain in and to the entire area as occupied by each. The parties hereto agree to fence the boundaries of their respective holdings immediately after the cleaning of the lot designated as cemetery lot, that is to say, Cain, Evans and Bryant will erect a substantial boundary fence on the north end of their common north boundary and Mono County will fence the entire area designated as Hospital Lot.

All parties understand and agree that the property acquired and held by the County of Mono is to be held and used for Hospital purposes including, if necessary, alms house or houses for the indigent poor.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE AFFIXED THEIR signatures the day and year first above written.

Pat R. Parker
Trustee
Elizabeth E. Evans
S. W. Cain
Amasa S. Bryant
M. A. Bryant

STATE OF CALIFORNIA)
County of M O N O) ss.

On this 7th day of October in the year one thousand nine hundred and Forty, before me, GEO. C. DELURY, Jr. County Clerk of the County of Mono and ex-officio Clerk of the Superior Court of the State of California in and for the said County of Mono personally appeared PAT R. PARKER, ELIZABETH E. EVANS, S. W. CAIN, AMASA S. BRYANT and M. A. BRYANT, known to me to be the persons whose names are subscribed to the within instrument, and they duly acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court the day and year in this certificate first above written.

(S E A L)

Geo. C. Delury, Jr.,
County Clerk and ex-officio Clerk of the Superior Court
of the County of Mono.

THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO assembled in regular session at the County Seat of the County of Mono did on October 7th 1940 adopt a Resolution consenting to the transfer of the lands conveyed by the Trustee to M.A.Bryant and di authorize and direct the Chairman of the said Board to join in the said grant.

The said resolution is on file in the office of the County Clerk of Mono County and a certified copy thereof duly of record in the Official Records of Mono County, to which records reference is made herein.

Accordingly the undersigned Chairman of the Board of Supervisors does, on behalf of the said County of Mono and the Board of Supervisors thereof consent to and join in the said grant and does, on behalf of said County, accept the covenants therein imposed upon and to be imposed upon the said County of Mono.

Witness my hand and seal this 7th day of October, 1940.

(S E A L)

S. H. Hunewill
Chairman of the Board of Supervisors
Mono County, California.

No. 873 Filed for Record at the request of HON. PAT R. PARKER, Judge of the Superior Court, Mono County, Nov.1, 1940 20 Minutes past 1 o'clock P. M.

Grace J. Brandon
County Recorder