

STATE OF CALIFORNIA }
County of Riverside } ss

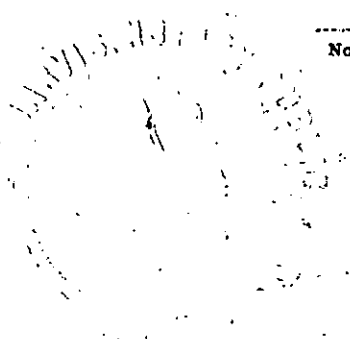
On this 27th day of February in the year nineteen hundred and nine, before me

a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Maud Holmes Miller
an unmarried woman

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

Witness my hand and official seal.

J. T. Jarvis
Notary Public in and for said County of Riverside State of California



No. 15 319

Bargain and Sale Deed

Maud Holmes Miller

Co

City of Riverside,

A Municipal Corporation.

DATED Feb. 27th, 1909.

RECEIVED FOR RECORD

MAR 1 1909

at 4 1/2 Min. past 8 o'clock P. M. at request of Hon. D. C. Brown

Copied in Book No. 277 of Deeds page 399

Secy, Records of Riverside County, California. BOOK & PAGES

By D. S. Rogers Recorder.

By S. S. Deputy Recorder.

Fees, \$ 1 52 COMPARED

Order No. _____
When recorded, please mail this instrument to _____

379

N. MAIN ST., SUBWAY AGREEMENT & DEED FOR ST. IN LOT 23, N. OF S.P.R.R.

379

THIS AGREEMENT, made this 14th day of March, 1909, between SOUTHERN PACIFIC RAILROAD COMPANY, a corporation, incorporated and consolidated, organized and existing under the laws of the State of California, and the Territories of Arizona and New Mexico, party of the first part, SOUTHERN PACIFIC COMPANY, a corporation, created and existing under laws of the State of Kentucky, and doing business in the State of California, party of the second part, and the CITY OF RIVERSIDE, a municipal corporation of the State of California, party of the third part,

WITNESSETH:

THAT WHEREAS the party of the first part is the owner of a line of railroad in the State of California, running through the County of Riverside, which railroad is in the possession of, and is being operated by, the party of the second part as lessee of the party of the first part, and the party of the third part proposes to open up and extend Main Street in the City of Riverside from First Street in a Northerly direction across Lot #23 of the Southern California Colony Association lands as shown on the attached blueprint Southern District X-22, dated February 2nd, 1909, and marked Exhibit "A", which is made a part hereof, and to construct a subway or undergrade crossing under the track and roadbed of the parties of the first and second parts where said extension of Main Street crosses the right of way of the party of the second part as shown on the above mentioned attached blueprint and has requested the parties of the first and second parts to grant it the right to construct, maintain and operate said subway or undergrade crossing under the track and roadbed of the parties of the first and second parts and to use the right of way of the party of the second part for street purposes:

NOW THEREFORE, in consideration of the premises and of the

covenants, promises and agreements hereinafter contained to be kept, observed and performed by the party of the third part and upon the terms and conditions hereinafter set forth, the parties of the first and second parts hereby grant to the party of the third part the right to use for street purposes and to construct a subway upon the following described land, to wit:-

Commencing at a point where the Easterly line of Main Street produced Northerly intersects the Southerly Right of Way line of the Southern Pacific Company in Lot #23 of the Southern California Colony Association Lands as recorded in Book #7 of Maps, Page #17, Records of San Bernardino County; thence Northerly along the said Easterly line of Main Street produced, One Hundred Forty (140) feet, more or less, to the Northerly line of said Lot #23; thence Ninety nine (99) feet Westerly to the point where the Northerly line of said Lot #23 intersects the Westerly line of Main street produced; thence Southerly along the Westerly line of Main Street produced Two Hundred Ten (210) feet, more or less, to a point in the Southerly Right of Way line of the Southern Pacific Company; thence One Hundred Twenty-one and four hundredths (121.04) feet Easterly along the said Southerly Right of Way line of the Southern Pacific Company to the point of beginning., said premises being more particularly shown by the part colored red on the attached blueprint Southern District X-22, dated February 2nd, 1909, and marked Exhibit "A" which is made a part hereof:

Said subway shall be constructed of steel, masonry, or other durable material and shall be designed and constructed in accordance with the standard specifications of the Southern Pacific Railroad Company covering the design and construction of railway bridges so that it shall have sufficient strength to carry locomotives and cover the cost of supervising and auditing said work, as well as the rental of tools and equipment.

*****2*****
 *****3*****

DESCRIPTION CORRECT
H. J. [Signature]
 DISTRICT ENGINEER

...subway shall be of sufficient width and depth to accommodate
...railroad track proposed to be constructed parallel to and south
...of the existing track of the party of the first part,
trains according to the terms of said standard specifications. The
design of said subway and all construction appurtenant thereto shall
be submitted to and approved by the authorized representative of the
parties of the first and second parts, and the work shall be exe-
cuted subject to the inspection of and to the satisfaction and
acceptance of said authorized representative of the parties of the
first and second parts.

Sufficient retaining walls shall be constructed along the
approaches to said subway to protect all adjoining property owned
by the party of the second part and hold said property to its
natural elevation as it existed prior to the construction of said
subway.

SAID work shall be prosecuted in such manner as to minimize
the interference with the operation of trains, engines and cars of
the parties of the first and second parts and in case said parties
of the first and second parts or either of them conclude that they
can reduce the interference with the operation of their trains,
engines, or cars by prosecuting with their own employees any
portion of the construction of said subway, then said parties of
the first and second parts, or either of them, shall at their or
its option have the right to take entire charge of such portion of
the work and prosecute same with their or its own employees., the
cost of such portion of the work to the said first and second parties
being kept ~~so~~ accurately recorded and being paid by the party of
the first part:

THE cost of any portion of the work done by the parties of
the first and second parts, or either of them, shall be the actual
cost of labor and material plus freight charges for transporting
same, plus ten per cent. of the cost of said material and labor, to
cover the cost of supervising and auditing said work, as well as
the rental of tools and equipment.

SAID SUBWAY SHALL BE OF SUFFICIENT WIDTH AND STRENGTH TO ACCOMODATE AN ADDITIONAL TRACK PROPOSED TO BE CONSTRUCTED PARALLEL TO AND ON THE NORTHERLY SIDE OF THE EXISTING TRACK OF THE PARTY OF THE FIRST PART, THE DISTANCE OF THE CENTER LINE OF SAID PROPOSED TRACK FROM THE CENTER LINE OF THE EXISTING TRACK BEING THIRTEEN (13) FEET.

SUBSEQUENT TO COMPLETION OF SAID SUBWAY TO THE SATISFACTION OF AND ACCEPTANCE BY THE PARTIES OF THE FIRST AND SECOND PARTS, AND ALL MONEY DUE TO THE PARTIES OF THE FIRST AND SECOND PARTS UNDER THE TERMS OF THIS AGREEMENT HAS BEEN PAID BY THE PARTY OF THE THIRD PART, THEN THE RIGHT TO USE THE ABOVE DESCRIBED LAND OF THE PARTY ~~OF~~ OF THE SECOND PART FOR STREET PURPOSES SHALL REST IN THE PARTY OF THE THIRD PART.

IT IS FURTHER UNDERSTOOD AND AGREED THAT AFTER THE COMPLETION OF SAID SUBWAY AND ITS ACCEPTANCE BY THE PARTIES OF THE FIRST AND SECOND PARTS, THE SAID BRIDGE, WITH ITS ABUTMENTS, PIERS AND APPURTENANCES, EXCLUSIVE OF THE RAILS AND TIES OF THE PARTY OF THE SECOND PART, SHALL BE MAINTAINED IN GOOD AND SAFE CONDITION AND REPAIR, BY THE PARTIES OF THE FIRST AND SECOND PARTS AT THE SOLE COST AND EXPENSE OF THE PARTY OF THE THIRD PART; AND THE PARTY OF THE THIRD PART PROMISES AND AGREES TO INDEMNIFY AND SAVE HARMLESS THE PARTY OF THE FIRST PART AND THE PARTY OF THE SECOND PART AGAINST ANY AND ALL LOSS, DAMAGE OR EXPENSE SUFFERED, SUSTAINED OR INCURRED BY THEM OR EITHER OF THEM BY REASON OF FAILURE OR NEGLECT OF SAID THIRD PARTY TO STAND THE SOLE COST AND EXPENSE TO SO MAINTAIN SAID BRIDGE, ITS ABUTMENTS, PIERS AND APPURTENANCES.

IT IS FURTHER AGREED BETWEEN THE PARTIES HERETO THAT, IN THE EVENT SAID PARTY OF THE THIRD PART SHALL FAIL, NEGLECT OR REFUSE TO OBSERVE OR PERFORM ANY OF THE STIPULATIONS OR AGREEMENTS ON ITS

APPROVED AND AGREED TO BY THE PARTIES HERETO

the evidence of the contract type of this document
the right of the exterior block of the title of the title block
to acquire the block belonging to be considered subject to any other
and under every part of the title and attention to recognize

part herein contained, the parties of the first and second parts
may, at their option, cancel this agreement, and thereupon all
rights hereby granted shall forthwith cease and determine.

THIS AGREEMENT SHALL apply to and bind the successors and
assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this
agreement to be executed by their respective officers thereunto
duly authorized, and their respective corporate seals to be here-
unto affixed the day and year first above written.

APPROVED AS TO FORM
J. M. McKinley
Atty. Southern Pacific Co.

SOUTHERN PACIFIC RAILROAD COMPANY,
By *[Signature]*
Vice-President,
and *[Signature]*
Secretary.

SOUTHERN PACIFIC COMPANY,
By *[Signature]*
Vice-President
and *[Signature]*
Asst. Secretary.

CITY OF RIVERSIDE
BY *[Signature]*

attest: *[Signature]*
and *[Signature]*
City Clerk

APPROVAL RECOMMENDED:
[Signature]
DISTRICT ENGINEER.

WPA' of photo...
DEPT. OF THE INTERIOR, BUREAU OF LAND MANAGEMENT

Los Angeles, California
March 17, 1945



*Not yet known who typed, but not
thought necessary as between the City
& the S.P.R.R. no major party would
probably go back on the agreement.
Mayor*

SUB-WAY AGREEMENT.
EMERSON HOTEL LANE ST.
S. P. R. R. Co. of A. and
CITY OF RIVERSIDE

DEED- MARCH 15, 1909.

RECEIVED FOR RECORD	
APR 19 1909	
At <u>1:31</u> Min, past <u>2</u> o'clock <u>P.</u> M. at	request of <u>W. H. Brown</u>
copied in Book No. <u>2829</u> of	page <u>210</u> of
Deeds: _____	
Seq., Records of Riverside County, California.	
By <u>W. H. Brown</u>	Deputy Recorder.
Fees, \$ <u>14.00</u>	