

THIS AGREEMENT, made this 5th day of August A. D. 1909, 231
 between the CRESENT CITY RAILWAY COMPANY, an incorporation
 organized and existing under the laws of the state of California,
 the party of the first part, and THE CITY OF RIVERSIDE, a municipal
 corporation of the state of California, the party of the second
 part.

WITNESSETH: That whereas the party of the first part is
 the owner and operator of a certain railway known as the Crescent
 City Railway, and the tracks thereof cross ^{the proposed extension of} North Main street on a
 wooden trestle, and on a line shown on a map of the North Main
 street tract, as accepted by the Board of Trustees of the City of
 Riverside April 17th, 1907, and of record in the county recorder's
 office of Riverside County, California;

AND WHEREAS the said party of the second part desires to ex-
 tend Main street northerly from First street in the city of
 Riverside, and has acquired the right to construct a subway under
 the Southern Pacific Railroad by agreement recorded in Book 282
 of Deeds, page 210, Records of Riverside County, California, and
 said second party now desires to acquire from the party of the
 first part the right to extend Main street one hundred feet in
 width over and through the right of way of said first party, and
 underneath the said tracks and trestle of said first party; said
 extension of North Main street being now in process of acquisition
 by said second party through to Riverside avenue at Rialto in
 San Bernardino County, California, that portion of the road in
 San Bernardino County to be deeded to said county;

NOW THEREFORE in consideration of the covenants, promises
 and agreements hereinafter contained, to be kept, observed and
 performed by the party of the second part, and upon the terms and
 conditions hereinafter set forth, the party of the first part
 hereby grants to the party of the second part the right to use
 for street purposes a strip of land one hundred feet wide along
 the lines of said Main street extended northerly from the northerly
 terminus with the operation of trolleys, engines and cars

line of Lot 23, and through such portion of Lot 30, as is owned by the party of the first part, said lots being of the lands of the Southern California Colony Association, according to a map thereof on file in San Bernardino County, California, over and through the right of way of said first party, together with the right to go underneath the trestle of said first party, across said proposed extension of said North Main Street, subject to the following conditions, namely: Said second party may go underneath said trestle so long as said first party maintains the same, but whenever said first party desires to do away with said trestle it shall then notify said second party by written notice served upon the Mayor or Clerk of said City of Riverside, and in that event said second party shall have the right to construct for such width of said extension of said North Main Street as it desires a substantial subway at its sole cost and expense, which subway shall be constructed of steel, masonry, or other durable ^{material} ~~metal~~, and shall be designed and constructed in accordance with standard specifications similar to those used by the Southern Pacific Railroad Company governing the design and construction of railway bridges so that it will have sufficient strength to carry locomotives and 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 party of the first part, and shall be executed subject to the inspection of and to the satisfaction and acceptance of said authorized representative of the party of the first part.

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

Said ^{construction} work shall be commenced within ninety days after service of said notice in writing and shall be prosecuted with due diligence and in such manner as to minimize the interference with the operation of trains, engines and cars

of party of the first part, and in case said party of the first part concludes that it can reduce the interference with the operation of its trains, engines or cars by prosecuting with its own employees any portion of the construction of such subway then said party of the first part shall, at its option, have the right to take entire charge of such portion of the work and prosecute the same with its own employees; the cost of such portion of the work to the said first party shall be kept accurately recorded and shall be paid by the party of the first part. The cost of any portion of the work done by the party of the first part shall be the actual cost of labor and material plus freight charges for transporting the 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 rental of tools and equipment. The total cost of said work so done by party of the first part shall be repaid by party of the second part to the party of the first part immediately upon demand.

Said subway shall be of sufficient width and strength to accommodate an additional track to be constructed parallel to the existing track of 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 feet.

Said party of the first part hereby reserves unto itself, its successors and assigns, the exclusive right for a street railroad franchise and to operate and maintain a street railroad over and along the property hereinabove described and over which an easement is hereby granted for street purposes.

It is further agreed between the parties hereto that in the event said party of the second part shall fail, neglect or refuse to observe or perform any of the stipulations or agreements on its part herein contained, the party of the first part may, at its 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.

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

CRESENT CITY RAILWAY COMPANY

By W. L. Reed President
P. C. Black Secretary

CITY OF RIVERSIDE

By H. C. Evans Mayor

N. A. Jacobs
City Clerk

COUNTY OF RIVERSIDE,

On this 1st day of October in the year of our Lord one thousand nine hundred and 1911
before me, Mabel Parkin, a Notary Public in and for said County and State,
residing therein, duly commissioned and sworn, personally appeared H. C. Evans Mayor, President, and
N. A. Jacobs city clerk Secretary, personally known to me to be the President and Secretary of the
municipal Corporation described in, and who executed the within and annexed instrument, and acknowl-
edged to me that such municipal 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.

Mabel Parkin
Notary Public in and for Riverside County, State of California

[CORPORATION—Walter D. Clark Print.]

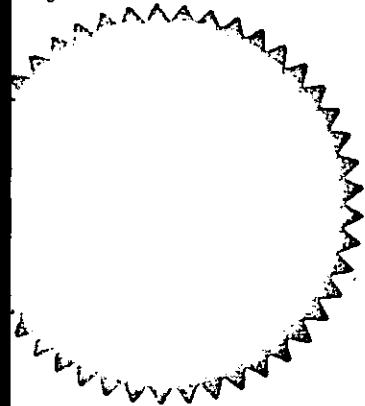
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State of California, }
County of Alameda } ss

On this 5th day of August in the year of our Lord One
Thousand Nine Hundred and nine before me *[Signature]*
a Notary Public in and for the County of Alameda,
State of California, residing therein, duly commissioned and sworn, personally appeared
[Signature] known to me to be the
President, and *[Signature]* known to me to be
the Secretary, of the Corporation that executed the within instrument and the officers who
executed the within instrument on behalf of the Corporation therein 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, at my office in
the *[Signature]* County of Alameda, State of California, the day
and year in this certificate first above written.

[Signature] Notary Public
In and for said County of Alameda, State of California.



CORPORATION ACKNOWLEDGMENT.
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DEPT. OF REVENUE

AGREEMENT.

9

Crescent City Railway Company,

and

The City of Riverside

RECEIVED FOR RECORD

OCT 8 1910

at 2:30 P.M. past 10 o'clock P.M. at

request of *William Brown*

Copied in Book No. *8311* of

Deeds: page *261* of

County, Records of Riverside County, California.

By *W. J. Rogers* Recorder

Deputy Recorder

Fees, \$ *2.10*

REED, BLACK & REED

ATTORNEYS-AT-LAW

1104-8 UNION SAVINGS BANK BUILDING
OAKLAND, CAL.

of the City of Riverside
The Following Papers or Documents:

C O P Y.

this 5th day of August, A.D., 1909, between

COMPANY, an incorporation organized and exist-
State of California, the party of the first

PARTY, a municipal corporation of the State of
second part,

whereas, the party of the first part is the
railway known as the Crescent City Railway
the proposed extension of North Main Street
a line shown on a map of the North Main
the Board of Trustees of the City of
and of record in the county recorder's
California;

the party of the second part desires to extend
Main Street in the City of Riverside, and has
let a subway under the Southern Pacific
shown in book 282 of Deeds, page 210, records
in said county, and said second party now desires to
grant to the party of the first part the right to extend Main Street
northward through the right of way of said first
party's tracks and trestle of said first party;
Main Street being now in process of acquisition
to Riverside Avenue at Rialto in San

Bernardino County, California, that portion of the road in San Bernardino
County to be deeded to said county.

Now Therefore in consideration of the covenants, promises and
agreements hereinafter contained to be kept, observed and performed by
the party of the second part, and upon the terms and conditions hereinafter
set forth, the party of the first part hereby grants to the party of the
second part, the right to use for street purposes a strip of land one
hundred feet wide along the lines of said Main Street extended northerly
from the northerly line of lot 22, and through such portion of lot 30 as
is owned by the party of the first part, said lots being of the lands of
the Southern California Colony Association, according to a map thereof
on file in San Bernardino County, California, over and through the right

C O P Y.

This Agreement, Made this 5th day of August, A.D., 1909, between the CRESCENT CITY RAILWAY COMPANY, an incorporation organized and existing under the laws of the State of California, the party of the first part, and THE CITY OF RIVERSIDE, a municipal corporation of the State of California, the party of the second part,

WITNESSETH: That whereas, the party of the first part is the owner and operator of a certain railway known as the Crescent City Railway and the tracks thereof cross the proposed extension of North Main Street on a wooden trestle, and on a line shown on a map of the North Main street tract, as accepted by the Board of Trustees of the City of Riverside, April 17th, 1907, and of record in the county recorder's office of Riverside County, California;

And Whereas the said party of the second part desires to extend Main Street northerly from First Street in the City of Riverside, and has acquired the right to construct a subway under the Southern Pacific Railroad by agreement recorded in book 282 of Deeds, page 210, records of Riverside County, California, and said second party now desires to acquire from the party of the first part the right to extend Main Street one hundred feet in width over and through the right of way of said first party, and underneath the said tracks and trestle of said first party; said extension of North Main Street being now in process of acquisition by said second party through to Riverside avenue at Rialto in San Bernardino County, California, that portion of the road in San Bernardino County to be deeded to said county.

Now Therefore in consideration of the covenants, promises and agreements hereinafter contained to be kept, observed and performed by the party of the second part, and upon the terms and conditions hereinafter set forth, the party of the first part hereby grants to the party of the second part, the right to use for street purposes a strip of land one hundred feet wide along the lines of said Main Street extended northerly from the northerly line of lot 22, and through such portion of lot 30 as is owned by the party of the first part, said lots being of the lands of the Southern California Colony Association, according to a map thereof on file in San Bernardino County, California, over and through the right

of way of said first party, together with the right to do underneath the trestle of said first party across said proposed extension of said North Main Street, subject to the following conditions, namely: Said second party may go underneath said trestle so long as said first party maintains the same, but whenever said first party desires to do away with said trestle it shall then notify said second party by written notice served upon the Mayor or Clerk of said City of Riverside, and in that event said second party shall have the right to construct for such width of said extension of said North Main Street as it desires a substantial subway at its sole cost and expense, which subway shall be constructed of steel, masonry, or other durable ^{material} ~~metal~~, and shall be designed and constructed in accordance with standard specifications similar to those used by the Southern Pacific Railroad Company governing the design and construction of railway bridges so that it will have sufficient strength to carry locomotives and 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 party of the first part, and shall be executed subject to the inspection of and to the satisfaction and acceptance of said authorized representative of the party of the first part.

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

^{construction}
Said work shall be commenced within ninety days after service of said notice in writing and shall be prosecuted with due diligence and in such manner as to minimize the interference with the operation of trains, engines and cars of party of the first part, and in case said party of the first part concludes that it can reduce the interference with the operation of its trains, engines or cars by prosecuting with its own employees any portion of the construction of such subway

then said party of the first part shall, at its option, have the right to take entire charge of such portion of the work and prosecute the same with its own employees; the cost of such portion of the work to the said first party shall be kept accurately recorded and shall be paid by the party of the first part. The cost of any portion of the work done by the party of the first part shall be the actual cost of labor and material plus freight charges for transporting the 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 rental of tools and equipment. The total cost of said work so done by party of the first part shall be repaid by party of the second part to the party of the first part immediately upon demand.

Said subway shall be of sufficient width and strength to accommodate an additional track to be constructed parallel to the existing track of 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 feet.

Said party of the first part hereby reserves unto itself, its successors and assigns, the exclusive right for a street railroad franchise and to operate and maintain a street railroad over and along the property hereinabove described and over which an easement is hereby granted for street purposes.

It is further agreed between the parties hereto that in the event said party of the second part shall fail, neglect or refuse to observe or perform any of the stipulations or agreements on its part herein contained, the party of the first part may at its 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 the respective officers thereunto duly authorized, and their respective corporate seals to be hereunto affixed the day and year above written.

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CRESCENT CITY RAILWAY COMPANY

) CRESCENT CITY RAILWAY CO. (
(CORPORATE SEAL.)

By Geo. W. Reed, President
P. C. Clack, Secretary.

(CITY OF RIVERSIDE(
) CORPORATE SEAL.)

CITY OF RIVERSIDE,

By S. C. Evans, Mayor
N. A. Jacobs, City Clerk.

State of California,)
(SS.
County of Alameda.)

On this 5th day of August, in the year of our Lord one thousand nine hundred and nine, before me, E. J. Madigan, a Notary Public in and for the County of Alameda, State of California, residing therein, duly commissioned and sworn, personally appeared Geo. W. Reed, known to me to be the President, and P. C. Clack, known to me to be the Secretary of the corporation that executed the within instrument, and the officers who executed the within instrument on behalf of the corporation therein 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, at my office in the Oakland, County of Alameda, State of California, the day and year in this certificate first above written.

) NOTARIAL (
) SEAL)

E. J. Madigan, Notary Public
in and for said county of Alameda,
State of California.

State of California)
(SS.
County of Riverside)

On this 1st day of October, in the year of our Lord one thousand nine hundred and nine, before me, Mabel Parkin, a Notary Public in and for said county and state, residing therein, duly commissioned and sworn, personally appeared S. C. Evans, Mayor, and N. A. Jacobs, City Clerk, personally known to me to be the Mayor and City Clerk of the Municipal Corporation described in, and who executed the within and annexed instrument, and acknowledged to me that such Municipal 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.

) NOTARIAL (
) SEAL)

Mabel Parkin, Notary Public
in and for Riverside County,
State of California.

Received for record October 8, 1910 at 27 min. past 10 o'clock
A.M. at request of Mayor Evans. Copied in Book 311 of Deeds,
page 261 et seq. records of Riverside County, California.

Fee \$2.10

I. S. Logan, Recorder.

*437

A G R E E M E N T.

CRESENT CITY RAILWAY CO.
with
CITY OF RIVERSIDE.

Recorded Oct. 8, 1910

Book 311, page 261.