

OUTFALL SEWER, LEASE OF SEWAGE TO THE RIVERSIDE LAND & IRR. CO.

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THIS INDENTURE, Made in duplicate this *third* day of May, in the year of our Lord One Thousand Nine Hundred and Four, between the CITY OF RIVERSIDE, a municipal corporation of the Sixth Class, organized and existing under the laws of the State of California, the party of the first part, and the RIVERSIDE LAND AND IRRIGATING COMPANY, a corporation duly organized and existing under the laws of the State of California,

WITNESSETH: That the said party of the first part in consideration of the covenants and agreements on the part of the said party of the second part hereinafter contained, does hereby lease to the said party of the second part sewage flowing in the public sewer on Terquesquite Avenue South-west-erly of the manhole at the intersection of Terquesquite Avenue and Pine Street in the City of Riverside, County of Riverside, State of California, for the term of Ten (10) years from and after the first day of May, 1904, at the annual rental of One Dollar (\$1.00) per annum, payable annually in advance.

In consideration whereof the said party of the second part agrees to furnish a deed conveying to the said party of the first part the right of way for a sewer across Lots One Hundred and Eighty-one (181), Three Hundred and Three (303) and Three Hundred and Four (304) of the lands of the Southern California Colony Association, according to the survey thereof made by Goldsworthy and Higbie, and as per diagram hereto attached and made a part of this lease, and the said party of second part further promises and agrees to pay one-half the cost of a twelve inch pipe sewer, one manhole and delivery box "A" as shown on said diagram hereto attached, and along the following route, to-wit:

Beginning at the manhole situated Two Hundred and Sixty

PURINGTON & ADAIR
ATTORNEYS AT LAW
RIVERSIDE, CAL.

1 (260) feet South-westerly of the North-east corner of Lot One
2 Hundred and Eighty-one (181) of the lands of the Southern Cali-
3 fornia Colony Association, as surveyed by Goldsworthy and Hig-
4 bie, a plat of which is of record in the office of the County
5 Recorder of the County of San Bernardino, State of California;
6 thence South-westerly through Lots One Hundred and Eighty-one
7 (181), Three Hundred and Three (303) and Three Hundred and Four
8 (304), of the said lands of the Southern California Colony
9 Association, Two Thousand Two Hundred (2200) feet, more or
10 less to the delivery point "A" as shown on the said diagram
11 hereto attached.

12 And the said party of the second part further agrees to
13 take all sewage at delivery point "A" as shown on said diagram
14 from the said party of the first and convey the same to the
15 right bank of the Santa Ana River, and there dispose of it in
16 such manner as shall cause no nuisance, either public or private,
17 and save the City harmless from any damages to any person what-
18 ever by reason of the diversion and disposition of the sewage
19 in the manner herein described.

20 It is understood and agreed that the said party of the
21 first part is to pay one-half the expense of building
22 a flume Twelve Hundred (1200) feet long, more or less, from
23 the point "A" as shown upon said diagram to a point across the
24 Santa Ana River, said flume when so constructed to be maintain-
25 ed without any cost to the said party of the first part and to
26 be the property of the said party of the second part and main-
27 tained, used and operated for the purposes of said sewage, the
28 City of Riverside in no event to be responsible for its repair.

29 It is further understood and agreed that at the expira-
30 tion of this lease a new lease may be entered into for a period
31 of time and for a consideration to be agreed upon between the

1 parties hereto, or, if they fail to agree as to a time and
2 consideration, then for such time and consideration as shall
3 be agreed upon by three persons, one of whom shall be named by
4 the party of the first part, one by the party of the second
5 part and the two persons thus named shall chose a third, the
6 decision of any two of said three persons to be binding upon
7 both parties hereof.

8 It is further understood and agreed that this lease shall
9 not be assigned without the written consent of the party of
10 the first part, and if default be made in aby of the covenants
11 herein contained by the party of the second part, this lease
12 shall be held void at the option of the said party of the first
13 part.

14 IN WITNESS WHEREOF the said party of the first part has
15 by resolution of its Board of Trustees, caused these presents
16 to be subscribed by its President, and attested by the Clerk
17 of said Board, and its corporate seal to be hereunto affixed,
18 and the said party of the second part, by resolution of its
19 Board of Directors, has caused these presents to be subscribed
20 by its Vice President and Secretary, and its corporated name
21 and seal to be hereunto affixed the day and year first above
22 written.

23 City of Riverside,

24 By C. J. McFarland
President of Board of Trustees.

25 C. R. Stibbens
26 Clerk of said Board.

27 Riverside Land and Irrigating Company,

28 By W. T. Wilson
29 Vice President

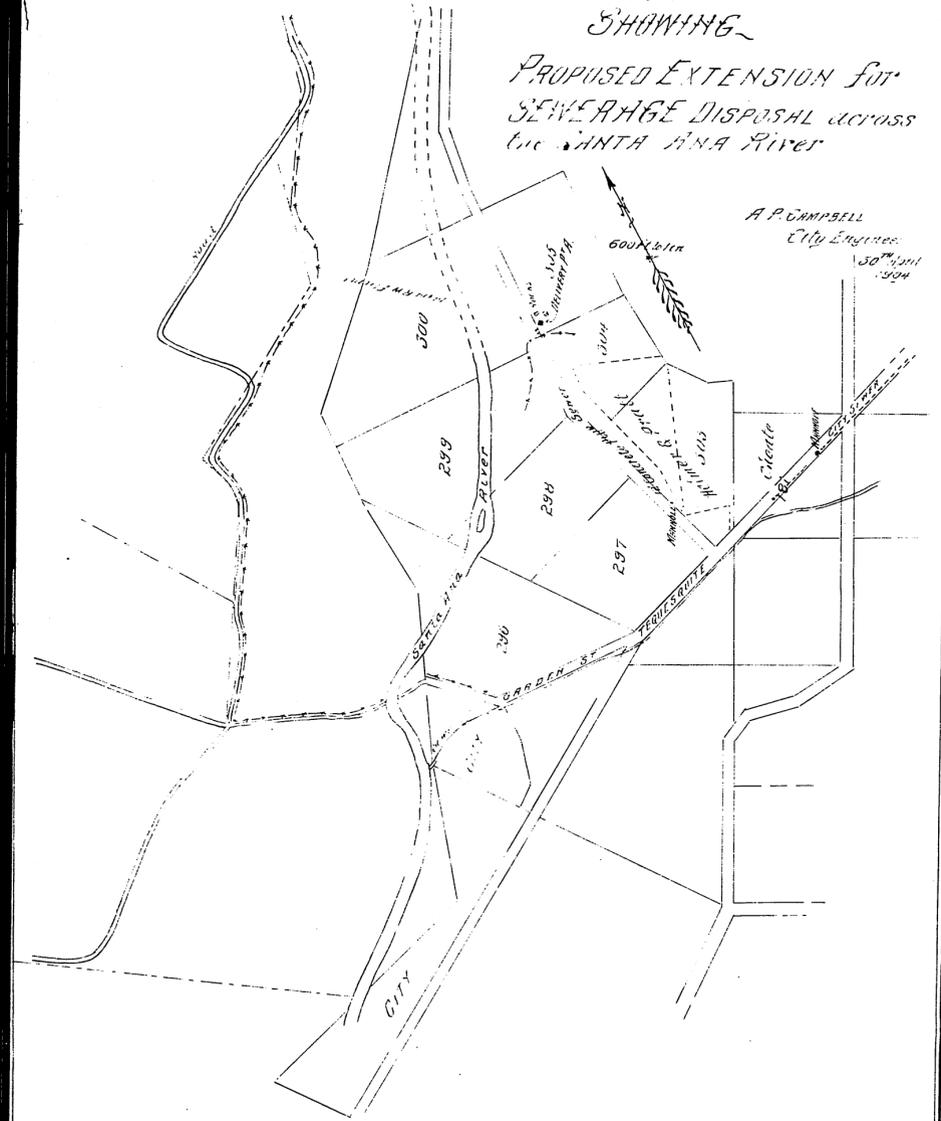
30 P. J. ...
31 Secretary.

PURINGTON & ADAIR
ATTORNEYS AT LAW
RIVERSIDE, CAL.

BIRMINGHAM
SHOWING

PROPOSED EXTENSION FOR
SEWERAGE DISPOSAL ACROSS
THE SANTA ANA RIVER

A. P. CAMPBELL
City Engineer
50th April
1904



No. 286

Agreement

City of Riverside

with

Riverside Land and Irrigating Company.

DATED: MAY 3 1904.

PURINGTON & ADAIR
ATTORNEYS-AT-LAW
RIVERSIDE, CALIFORNIA

RECEIVED FOR RECORD

JUL 22 1904

at 42 Min. past 3 o'clock P. M. at

request of A. P. Campbell

Copied in Book No. 187 of

Records page 245 of

seq., Records of Riverside County, California.

E. H. Sewell Recorder

J. D. Logan Deputy Recorder

Fees, \$ 3.50

INDEXED.

Map p. 547