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**FILED**  
RIVERSIDE COUNTY

MAY 23 1961

G.A. PEQUEGNAT, CLERK  
BY E. Smith DEPUTY

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF RIVERSIDE

CITY OF RIVERSIDE, a municipal  
corporation,

Plaintiff,

-v-

RIVERSIDE WATER COMPANY, a  
corporation, et al.,

Defendants.

No. 70784

JUDGMENT IN EMINENT DOMAIN  
AND FINAL ORDER OF  
CONDEMNATION

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RIVERSIDE, CALIFORNIA

Pursuant to the stipulation of the Plaintiff City of  
Riverside, the Defendant Riverside Water Company and the  
Temescal Water Company on file herein, which is hereby  
approved, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as  
follows:

1. There is hereby condemned to the Plaintiff  
City of Riverside as against the Defendant Riverside Water  
Company, for the purpose of conducting, storing, supplying  
and distributing water to and for the use of the Plaintiff,  
its lands and inhabitants, and for the present and future  
development and control of such use, the hereinafter de-  
scribed property, including fee title thereto where owned  
by the Defendant Riverside Water Company, and all lesser  
interests and estates of said Defendant therein, subject to

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the rights of the Temescal Water Company as set forth in its answer on file herein, and to all of the obligations, duties and liabilities of said stipulation.

2. Said property is condemned upon the terms and conditions set forth in said stipulation, including the Waterworks Acquisition Agreement which is a part thereof, and the Plaintiff City of Riverside is hereby ordered to comply with and perform all of the terms and conditions of said stipulation and agreement required on its part, the terms of which are hereby incorporated by reference thereto.

3. The uses for which the hereinafter described property is sought to be condemned are public uses authorized by law, and the taking of said property in condemnation by Plaintiff is necessary to such public uses, and to the extent, if any, that any property of the Defendant Riverside Water Company condemned herein is already appropriated to some public use, the public use to which it is to be applied by Plaintiff is a more necessary public use.

4. The rights of Temescal Water Company, as claimed in its answer herein, are private property appropriated to the use of a city and are exempt from condemnation. An agreement dated May 23, 1961 has been entered into between Plaintiff City of Riverside and the Temescal Water Company amending, clarifying and superseding the operating terms of said rights, effective upon entry of this judgment. The court finds said agreement, attached hereto as Exhibit A, and by this reference incorporated herein, to be fair and reasonable, and to constitute an adaptation and continuance of the rights of Temescal Water Company as the same have heretofore existed.

5. Performance of the terms and conditions of said stipulation and Waterworks Acquisition Agreement, as ordered herein, shall be in full satisfaction and payment of

1 all property condemned herein, together with any and all  
 2 improvements thereon, and for all damages of every kind and  
 3 nature suffered by the Defendant Riverside Water Company by  
 4 reason of the taking of said property and its possession and  
 5 use by Plaintiff, and the construction of improvements and  
 6 the use thereof in the manner proposed by Plaintiff; and all  
 7 liens, leaseholds, and encumbrances, or interest of whatso-  
 8 ever kind or nature in or to said property of Defendant  
 9 Riverside Water Company are hereby cancelled, discharged and  
 10 extinguished. It is hereby expressly found that the terms of  
 11 the said stipulation and Waterworks Acquisition Agreement are  
 12 fair and reasonable, and that the requirements contained  
 13 therein on the part of Plaintiff and in favor of Defendant  
 14 Riverside Water Company are equal to the value of the property  
 15 condemned herein and to any and all damages suffered by said  
 16 Defendant.

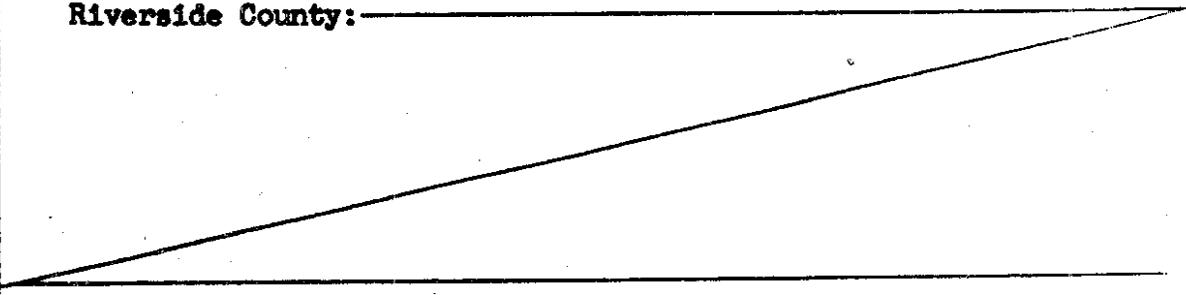
17 6. The property which is hereby condemned to the  
 18 use of the Plaintiff City of Riverside consists of all over-  
 19 lying, appropriative, prescriptive and riparian water rights  
 20 of the Defendant Riverside Water Company to take, divert,  
 21 produce, extract, pump, receive, export, transport, appro-  
 22 priate and use water, and all other water rights of said  
 23 Defendant, whether appurtenant or non-appurtenant to the lands  
 24 and real property interests hereinafter described, of whatso-  
 25 ever kind or nature in and to the surface, sub-surface,  
 26 natural stream, underground basin, percolating ground,  
 27 artesian and spring, stream underflow, underground stream,  
 28 flood, drainage, percolating, artificial water course, channel,  
 29 and all other natural and artificial water sources of the  
 30 Santa Ana River watershed, including but not limited to, the  
 31 waters of the Santa Ana River and its tributaries, Warm Creek,  
 32 Bunker Hill Basin, Rialto-Colton Basin, Riverside Basin,

1 together with all rights to receive water pursuant to stock  
2 or share ownership, or contract, in or from the Trujillo  
3 Water Company, Salazar Water Company, Jurupa Ditch Company,  
4 and their respective ditches, and from McKenzie Ditch;

5 Also all pipelines, canals, conduits, ditches,  
6 waste ways, siphons, tunnels, flumes, reservoirs, diversion  
7 works, control structures and all appurtenances thereto, and  
8 all other facilities of the Defendant Riverside Water Company  
9 used for transportation and distribution of water, together  
10 with all rights of way, easements, permits, licenses or  
11 franchises therefor, whether appurtenant or non-appurtenant  
12 to the lands and real property interests hereafter described;

13 Also all wells, casings, pumps, motors, meters,  
14 pipelines, valves, electrical equipment, power lines, pump  
15 houses and appurtenances, together with all other facilities  
16 of the Defendant Riverside Water Company used in connection  
17 with the taking, pumping, extraction and diversion of water,  
18 whether appurtenant or non-appurtenant to the lands and real  
19 property interests hereinafter described;

20 Also all right, title and interest of the Defendant  
21 Riverside Water Company in and to the following described  
22 parcels of real property, of which Parcels 1 to 54, inclusive,  
23 are situated in the County of San Bernardino, California, and  
24 of which Parcels 56 to 80, inclusive, are situated in  
25 Riverside County, California, and of which Parcel 55 is  
26 situated in part in San Bernardino County and in part in  
27 Riverside County:



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013

## Parcel #1.

All water rights, easements, reservations, rights of way or other interest of the Riverside Water Company in and to Lot 11 of Block 51 of the 40 acre Survey of the Rancho San Bernardino according to the plan of Survey of said Rancho on Record in the office of the County Recorder of the County of San Bernardino, State of California.

573

## Parcel #2.

All water rights, easements, reservations, rights of way or other interest of the Riverside Water Company in and to the North 1/2 of the North 1/2 of the North 1/2 of Lot 6 in Block 51 of the Rancho San Bernardino according to the plan of Survey of said Rancho on Record in the office of the County Recorder of the County of San Bernardino, State of California.

## Parcel #3.

All water rights, easements, reservations, rights of way or other interest of the Riverside Water Company in and to the South 1/2 of the North 1/2 of the North 1/2 of Lot 6 in Block 51 of the Rancho San Bernardino according to the plan of Survey of said Rancho on record in the office of the County Recorder of the County of San Bernardino, State of California.

## Parcel #4.

Lot 12, as shown on Map of Tract #3982 as per plat thereof recorded in Book 50 of Maps, page 79, Records of San Bernardino County, State of California.

Parcel #5.

Lot 40, as shown on Map of Tract #3982 as per plat thereof recorded in Book 50 of Maps, page 79, Records of San Bernardino County, State of California.

Excepting therefrom the North 120 feet of said lot.

573

Parcel #6.

Lot 23, as shown on Map of Tract #3982 as per plat thereof recorded in Book 50 of Maps, page 79, Records of San Bernardino Co., State of California.

Excepting therefrom the North 120 feet of said lot.

Parcel #7.

All water rights, easements, reservations, rights of way or other interest of the Riverside Water Company in and to Lots 8, 9, 10, 11, 12 and 13, Block 50, Rancho San Bernardino, County of San Bernardino, State of California, Plat Book 7 of Maps, page 2, Records of said County.

Parcel #8.

All water rights, easements, reservations, rights of way or other interest of the Riverside Water Company in and to Lot 2 in Block 42 of the twelve acre survey of the Rancho San Bernardino, a plat of which is of record in the office of the County Recorder of the County of San Bernardino, State of California, in Book 7 of Maps, at page 2 thereof.

## Parcel No. 9

All water rights, easements, reservations, rights of way or other interest of the Riverside Water Company in and to that portion of Lot 6 and Lot 15 of Block 43 according to Map of the San Bernardino Rancho, as per plat recorded in Book 7 of Maps, page 2, of the records of San Bernardino County, California, described as: Beginning at the Northwest corner of said Lot 15, thence South 1152 feet; thence East 215 and 1/12 feet; thence North 1152 feet; thence West 215 and 1/12 feet to the place of beginning.

573

## Parcel No. 10

An easement for the construction and maintenance of a pipe line over and across the Easterly 30 feet of Lot 7 of Block 43, Rancho San Bernardino as per plat recorded in Book 7 of Maps, page 2, Records of San Bernardino County, California.

Parcel No. 11

All those portions of Lots 15 and 16 and the West 1/2 of Lot 17, lying North of the North line of Fifth Street, as conveyed to the County of San Bernardino, by deed dated November 19, 1947 and recorded on January 7, 1948 in Book 2183 of Official Records, page 359, together with that portion of Lot 15, described as follows:

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2183

COMMENCING at a point in the South line of said Lot 15 which is 260 feet West of the Southeast corner of said Lot 15; thence North parallel to the East line of said Lot 15, a distance of 301.10 feet to a point in the South line of Fifth Street; thence South  $89^{\circ}59'02\frac{1}{2}''$  West along the South line of Fifth Street, 267 feet to the West line of said Lot 15; thence South along the West line of said Lot 15 to the Southwest corner of said Lot 15; thence North  $89^{\circ}56'52\frac{1}{2}''$  East along the South line of said Lot, a distance of 267.05 feet to the point of beginning, all in Block 44 of the RANCHO SAN BERNARDINO, in the County of San Bernardino, State of California, as per plat recorded in Book 7 of Maps, Page 2, records of said County.

Together with all water rights, easements, reservations, rights of way or other interest of the Riverside Water Company in and to said Lots 15, 16 and the West half of Lot 17.

Parcel No. 12

All water rights, easements, reservations, rights of way or other interest of the Riverside Water Company in and to the tract of land known as Wozencraft Place as per plat thereof, recorded in Book 5 of Maps at page 47 of the Records of San Bernardino County, California.

## Parcel No. 13

All water rights, easements, reservations, rights of way or other interest of the Riverside Water Company in and to that tract of land known as the Daloy Tract as per plat recorded in the office of the County Recorder of the County of San Bernardino, in Book 6 of Maps, page 34 thereof.

573

## Parcel No. 14

All water rights, easements, reservations, rights of way or other interest of the Riverside Water Company in and to Lot 13, Block 30, of the Miscellaneous Survey of the Rancho San Bernardino as per Map on Record in the office of the County Recorder of the County of San Bernardino, California.

## Parcel No. 15

All water rights, easements, reservations, rights of way or other interest of the Riverside Water Company in and to that portion of Lot 25, of Block 54 of San Bernardino Rancho as per plat recorded in Book 7 of Maps, page 2, Records of San Bernardino County, California, particularly described as follows: Commencing at a point 30 rods South of the Northeast corner of said Lot 25; thence South along the East line of said Lot, 24 rods; thence West 80 rods to the West line of said Lot; thence North along the West line of said Lot, 24 rods; thence East 80 rods to the place of beginning.

Parcel No. 16

The East  $\frac{2}{3}$  of Lot 13 and 24 in Block 54 as shown on Map of the Rancho San Bernardino as per plot thereof recorded in Book 7 of Maps, page 2 in the office of the County Recorder of San Bernardino County. Excepting therefrom the following described parcels:

573

A. Beginning at the Northeast corner of said Lot 24; thence running South and along the East line of said Lot, a distance of 594 feet; thence West 440 feet; thence North 594 feet to the North boundary line of said Lot 24; thence East on and along said boundary line 440 feet, more or less to the point of beginning.

B. Commencing at the Northwest corner of the East  $\frac{1}{3}$  of said Lot 24; thence Westerly along the Northerly line of said Lot 24, a distance of 80 feet to the true point of beginning; thence continuing Westerly on the Northerly line of said Lot 24, a distance of 117.74 feet; thence Southerly and parallel with the Westerly line of the East  $\frac{1}{3}$  of said Lot, a distance of 450 feet; thence Easterly and parallel to the Northerly line of said lot, a distance of 117.74 feet; thence Northerly and parallel with the Westerly line of the East  $\frac{1}{3}$  of said Lot, a distance of 450 feet to the point of beginning.

C. All of the East  $\frac{1}{2}$  of the West  $\frac{2}{3}$  of said Lot 24 and the North  $\frac{1}{2}$  of the East  $\frac{1}{2}$  of the West  $\frac{2}{3}$  of said Lot 13 lying within a strip of land 400 feet wide being 200 feet on each side of, measured at right angles to, the following described centerline: Beginning at a point in the North line of said Lot 24, distant thereon North  $89^{\circ} 36' 13.5''$  West 200 feet from the Southeast corner of Lot 45 of said block 54, said Southeast corner of Lot 45 being a point in the North line of said Lot 24; thence South  $0^{\circ} 20' 14''$

Parcel No. 16 -

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West 1163.86 feet thence Southwesterly 1039.88 feet along a tangent curve concave to the Northwest, having a radius of 1200 feet and a central angle of  $49^{\circ} 39' 03''$ ; thence South  $49^{\circ} 59' 17''$  West 807.37 feet to point of ending of the centerline herein described, said point being North  $49^{\circ} 59' 17''$  East 75.85 feet from a point in the South line of Lot 14 of said Block 54, distant thereon 619.16 feet from the Southeast corner of said Lot 14.

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D. All that portion of the South  $1/2$  of the east  $2/3$  of said Lot 13 described as follows: beginning at the Southeast corner of said Lot 13; thence Northerly 498.04 feet along the East line of said Lot 13; thence South  $84^{\circ} 04' 36''$  West 886.36 feet to a point on the West line of said East  $2/3$  of Lot 13, distant thereon Northerly 397.85 feet from the Southwest corner of said East  $2/3$  of Lot 13; thence Southerly 397.85 feet along said West line to the Southwest corner, thence Easterly along the South line of said Lot 13 to the point of beginning.

E. Commencing at a point in the Northerly boundary line of said Lot 24, said Northerly boundary line being coincident with the Southerly line of Dumas Drive, as shown upon the map of Valley Truck Farms, being Tract No. 1995 and recorded in Book 29 of Maps at page 13 thereof, San Bernardino County Records, said point of commencement being South  $89^{\circ} 47'$  West 453.01 feet from the Northeasterly corner of said Lot 24 and also distant South  $89^{\circ} 47'$  West 1789.4 feet from the intersection of said Southerly line of Dumas Drive with the centerline of Waterman Avenue; thence from said point of commencement South  $0^{\circ} 39' 45''$  East, 1235.98 feet; thence South  $9^{\circ} 12' 45''$  East 153.46 feet; thence South  $2^{\circ} 25' 15''$  West 255.59 feet to the true point of beginning; thence from said true point of

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Parcel No. 16

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beginning South 2° 25' 15" West, 250 feet; thence South 87° 34' 45" East, 300 feet; thence North 2° 25' 15" East, 250 feet; thence North 87° 34' 45" West, 300 feet to the true point of beginning.

Together with all water rights, easements, reservations, rights of way or other interest of the Riverside Water Company in and to said Lots 13 and 24.

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Parcel No. 17

A right of way through, over and across that portion of Lot 14, Block 54 of the Miscellaneous Survey of the Rancho San Bernardino, and according to a map of said Rancho San Bernardino of record in the office of the County Recorder of San Bernardino County, California more particularly described as follows:

Beginning at a point on the South boundary line of said Lot 14, Block 54, 550.4 feet measured West from the Southeast corner of said Lot 14; thence running north  $57^{\circ} 30'$  East, a distance of 616.35 feet; thence North  $36^{\circ} 26'$  East, a distance of 42.4 feet to a point on the east line of said Lot 14; Said point being a distance of 366.15 feet North from the Southeast corner of said Lot 14.

Also a right of way for a water conduit extending through the Southeasterly corner of said Lot 14 described as follows: Beginning at a point on the South boundary line of said Lot 14, 126 feet measured West from the Southeast corner of said Lot 14; thence running Northeasterly from the Southeast corner of said Lot 14 to a point on the East line of said Lot 14, a distance of 248 feet North from the said Southeast corner of said Lot 14.

Together with the right of ingress, egress and regress upon, over and across the said property for the purpose of operating, maintaining, repairing, rebuilding the said conduit upon, over and across the property hereinbefore described.

Parcel No. 18

An easement and right of way for the purpose of locating, constructing, maintaining, operating, repairing and renewing therein and thereon a conduit for water transportation over and across that certain parcel of land situate in the County of San Bernardino, State of California, and more particularly described as follows:

573

A strip of land 25 feet in width lying 12.5 feet measuring at right angles on either side of a line over and across Lot 14, Block 54 of the Rancho San Bernardino according to a map thereof, recorded in Book 7 of Maps at page 2 thereof, records of San Bernardino County, California; Said center line being described as follows:

Beginning at a point in the South line of said Lot 14 distant thereon South 89° 36' 05" West, 1631.45 feet from the Southeast corner thereof; thence North 55° 10' 23" East, 812.89 feet; thence North 66° 56' 01" East, 1034.04 feet to a point in the easterly line of said Lot, distant thereon South 0° 51' 05" East (recorded 50° 51' 05" East) 1791.13 feet from the Northeast corner thereof.

Parcel No. 19

All water rights, easements, reservations, rights of way or other interest of the Riverside Water Company in and to Lot 2 of Block 5<sub>1</sub> of the Rancho San Bernardino as shown by map on file in Map Book 7, page 2, Records of San Bernardino County, California.

573

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Parcel No. 20

All water rights, easement s, reservations, rights of way or other interest of the Riverside Water Company in and to that certain one acre of land in the Southeast corner of the North 1/2 of Lot 10, Block 54 of the Miscellaneous Survey of the Rancho San Bernardino, San Bernardino County, California as conveyed by Deed dated December 9, 1891, and recorded December 10, 1891, in Book 141 of Deeds, page 340, Records of San Bernardino County, California.

573

Parcel No. 21

All water rights, easements, reservations, rights of way or other interest of the Riverside water Company in and to those portions of Lot 10 and Lot 2 of Block 54 of the Rancho San Bernardino according to the plan of survey of said Rancho on file in the Records office of San Bernardino County, that is contained within the following described land:

Beginning at the Southwest corner of Lot 10 of said Block 54, which point is also the Southwest corner of the land known as the Tyler Tract; thence East along the South boundary line of said Lot 10 a distance of 660 feet to the Southeast corner of said Lot 10 and said Tyler Tract; thence North along the East boundary line of said Lot 10 a distance of 270 feet to the Southwest corner of the land known as the Rice Tract; thence North  $79^{\circ} 08'$  East along the South boundary line of said Rice Tract a distance of 395.7 feet; thence North a distance of 185.57 feet to the North boundary line of said Rice Tract; thence North  $87^{\circ} 40'$  West along the North boundary line of said Rice Tract a distance of 388.92 feet to the Northwest corner of said Rice Tract, said corner being also the Northeast corner of said Tyler Tract; thence South  $89^{\circ} 05'$  West along the North boundary line of said Tyler Tract a distance of 660.08 feet to the Northwest corner of said Tyler Tract; thence South along the West boundary line of said Lot 10 a distance of 535.7 feet to the place of beginning; EXCEPTING therefrom a strip of land 20 feet wide on the West side of the land herein described.

Parcel No. 22

A Right of Way across a portion of the South  $\frac{1}{2}$  of Lot 9, Block 54, RANCHO SAN BERNARDINO, as per plat recorded in Book 7 of Maps, Page 2, records of said County, more particularly described as follows: BEGINNING at a point in the Southerly line of the South  $\frac{1}{2}$  of said Lot 9, conveyed by R. L. Brown, et ux. to Claude Hawkins, in deed dated January 29, 1921, and recorded in Book 709 of Deeds at Page 315 thereof, records of San Bernardino County, described as follows: BEGINNING at a point on the East line of Lot 9, North  $0^{\circ} 01' 50''$  West 278 feet from Southeast corner of said Lot 9; thence North  $89^{\circ} 37' 20''$  West 100 feet; thence North  $0^{\circ} 01' 50''$  West 27.79 feet; thence North  $65^{\circ} 44' 04''$  East 109.66 feet to the East line of Lot 9; thence South along said East line 73.52 feet to the point of beginning.

573

Parcel No. 23

A Right of Way across a portion of the South  $\frac{1}{2}$  of Lot 9, Block 54, RANCHO SAN BERNARDINO, as per plat recorded in book 7 of Maps, Page 2, records of said County more particularly described as follows: BEGINNING at a point in the Southerly line of the South  $\frac{1}{2}$  of said Lot 9, conveyed by R. L. Brown, et ux. to Claude Hawken in deed dated January 29, 1921, and recorded in book 709 of deeds at page 315, thereof, records of San Bernardino County, described as follows: BEGINNING at a point North  $0^{\circ} 01' 50''$  West 278 feet from the Southeast corner of Lot 9; thence North  $89^{\circ} 37' 20''$  West 160.77 feet to the true point of beginning; thence North  $65^{\circ} 44' 04''$  East to a point which is North  $0^{\circ} 1' 50''$  West 305.79 feet from the Southerly line of said Lot; thence South  $0^{\circ} 1' 50''$  East 27.79 feet to a point which is South  $89^{\circ} 37' 20''$  East 60.77 feet from the true point of beginning; thence Westerly to the true point of beginning.

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All that portion of Lot 9, Block 54 of the Rancho San Bernardino as shown by map on file in Map Book 7, page 2, Records of San Bernardino County, described as follows: Beginning at the Southeast corner of said Lot 9; thence West 234.50 feet; thence North 278 feet; thence East 234.50 feet; thence South 278 feet to the point of beginning.

EXCEPTING therefrom that portion lying within that property as conveyed to the State of California by right of way deed recorded February 9, 1937, in Book 1187, page 135, Official Records of said County.

ALSO EXCEPTING therefrom that portion lying within a strip of land 800 feet wide, being 400 feet on each side of, measured at right angles to the following described center line; Commencing at a point in the center line of "E" Street (an 82.50 foot street) distant thereon South  $00^{\circ} 32' 27''$  West, 486.36 feet from the intersection thereof with the North line of Lot 2 of said Block 54; thence South  $23^{\circ} 25' 03''$  East, 400 feet to the true point of beginning; thence Southwesterly 853.52 feet along a curve, concave to the Northwest, having a radius of 4034 feet and a central angle of  $12^{\circ} 06' 00''$ , the beginning tangent thereof bearing South  $66^{\circ} 34' 57''$  West; thence South  $78^{\circ} 40' 57''$  West, 370 feet; thence Southwesterly 1309 feet along a tangent curve, concave to the Southeast, having a radius of 3000 feet and a central angle  $25^{\circ} 00' 00''$ ; thence South  $53^{\circ} 40' 57''$  West, 1958.59 feet to a point in the center line of the Southern Pacific Railroad Company's 100 foot right of way, distant thereon South  $79^{\circ} 30' 00''$ , East, 860.39 feet from the intersection thereof with the west line of Lot 6, Block 64 of said Rancho San Bernardino.

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## Parcel No. 25

A Right of Way 40 feet in width across a portion of the South  $\frac{1}{2}$  of Lot 9, Block 54, RANCHO SAN BERNARDINO, as per plat recorded in Book 7 of Maps, Page 2, Records of said County, more particularly described as follows: BEGINNING at a point in the Westerly line of that portion of the South  $\frac{1}{2}$  of said Lot 9, conveyed to Hugh Leonard by Claude Hawken, et ux, in Deed dated March 27, 1930, and recorded in Book 600 of Official Records, at Page 240, thereof, records of San Bernardino County, distant North  $0^{\circ} 01' 54''$  West 97.08 feet more or less from the Southwest corner thereof; thence Northerly along said Westerly line 43.87 feet; thence North  $65^{\circ} 44' 04''$  East 247.84 feet to a point in the Easterly line of property described in the above mentioned deed distant thereon North  $0^{\circ} 1' 54''$  west 244.30 feet from the South line of said Lot; thence Southerly along said Easterly line 43.87 feet to a point thereon; thence South  $65^{\circ} 44' 04''$  west to the point of beginning.

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Parcel No. 26

A portion of the South  $\frac{1}{2}$  of Lot 9, of Block 54, RANCHO SAN BERNARDINO, as per plat recorded in Book 7 of Maps, Page 2, records of said County conveyed to Claude Hawkens by R. L. Brown, et ux. in deed dated January 29, 1921, and recorded in Book 709 of deeds at page 315, thereof, records of San Bernardino County, described as follows: BEGINNING at a point on the South line of said lot 460.50 feet West of the Southeast corner thereof; thence West along said South line 308.24 feet; thence North  $65^{\circ} 44' 04''$  East 311.73 feet to a point which is North  $0^{\circ} 1' 54''$  West 140.95 feet from point of beginning; thence South  $0^{\circ} 1' 54''$  East 140.95 feet to point of beginning.

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SUBJECT TO: Conditions, restrictions, reservations, rights and rights of way of record.

Parcel No. 27

All water rights, easements, reservations, rights of way or other interest of the Riverside Water Company in and to that portion of Lot 4 of Block 54 of the Miscellaneous Survey of the Rancho San Bernardino according to the plan of Survey of said Rancho on file in the Recorder's office of San Bernardino County, California, more particularly described as follows:

Beginning at the Northeast corner of said Lot 4 running thence West, 40 rods; thence South, 40 rods; thence East 40 rods; thence North, 40 rods to the place of beginning, containing 10 acres, more or less.

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Parcel No. 28

All water rights, easements, reservations, rights of way or other interest of the Riverside Water Company in and to the following described property:

Commencing at the Southwest corner of the North  $\frac{1}{4}$  of Lot 8 in Block 54 of the Miscellaneous Survey of the Rancho San Bernardino, County of San Bernardino, State of California; thence running East a distance of 283.15 feet along the South line of the said North  $\frac{1}{4}$  of said Lot 8 in said Block 54, for a point of beginning; thence running North  $12^{\circ} 48'$  East, a distance of 135.3 feet; thence running North  $38^{\circ} 18'$  East a distance of 343.25 feet; thence running North  $53^{\circ} 21'$  East, a distance of 253.7 feet more or less, to a point 7 rods South, measured at right angles, South from the North boundary line of the said Lot 8 in said Block 54; thence running East and parallel to the North line of said Lot 8 to the Easterly boundary line of said Lot 8; thence running South along the Easterly line of said Lot 8 to the Southeast corner of said North  $\frac{1}{4}$  of said Lot 8; thence running west, along the South line of said North  $\frac{1}{4}$  of said Lot 8 to the point of beginning.

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Parcel No. 29

All that real property situated in the County of San Bernardino in the State of California as conveyed by deed dated October 22, 1900 from J. P. and Anna C. Scott to Riverside Water Company and recorded November 3, 1900, in Book 288 of Deeds, page 241, Records of San Bernardino County and more particularly described as follows:

Beginning at the Southwest corner of Lot 9, Block 54 of the Miscellaneous Survey of the Rancho San Bernardino, a plat of which survey is of record in the office of the County Recorder of San Bernardino County, State of California; thence running East a distance of 20 feet along the South line of said lot 9; thence running North and parallel with the west line of said Lot 9, a distance of 660 feet more or less, to the center of the County Road; thence running West along the center line of said County road, a distance of 20 feet to the West line of Said Lot 9; thence running South a distance of 660 feet more or less along the west line of said Lot 9 to the place of beginning and containing  $\frac{3}{10}$  of an acre of land, more or less. Subject however, to reservations of record.

Parcel No. 30

All water rights, easements, reservations, rights of way or other interest of the Riverside Water Company in and to the land described as follows:

All of the easterly 16.1 acres of the South  $\frac{1}{2}$  of Lot 8, Block 54 of the San Bernardino Rancho, County of San Bernardino, State of California, and more particularly described as follows:

Commencing at the Southwest corner of said Lot 8; thence running East a distance of 233.63 feet to the point of beginning; thence running along the South boundary line of said Lot 8 to the Southeast corner of said Lot 8; thence running North along the east boundary line of said Lot 8, a distance of 660 feet more or less, to the center line of said Lot 8; thence running west along the center line of said Lot 8 to a point 283.15 feet measured east from the Northwest corner of the South  $\frac{1}{2}$  of said Lot 8; thence running South  $4^{\circ} 05'$  west, a distance of 660 feet to the place of beginning.

573

Parcel No. 31

All water rights, easements, reservations, rights of way or other interest of the Riverside Water Company in and to the land described as follows:

Beginning at the common corner of Lots 4, 5, 8 and 9 of Block 54 of the San Bernardino Rancho, according to the official map and survey thereof on record in the office of the County Recorder of said County of San Bernardino, State of California; thence East on the line between said lots 4 and 9 to the center of said Lot 4; thence South along the center line of said Lot 4 to the South line of said Lot 4; thence west along the South line of said Lots 4 and 5 to a point 646 feet East of the Southwest corner of said Lot 5; thence North  $11^{\circ} 30'$  West a distance of 1385 feet, more or less, to a point in the North line of said Lot 5 and 339 feet East from the Northwest corner of said Lot 5; thence East along the North line of said Lot 5 to the place of beginning, containing 57 acres of land, more or less.

573

All that portion of Lot 5, Block 54, RANCHO SAN BERNARDINO, in the County of San Bernardino, State of California, as per plat recorded in Book 7 of Maps, page 2, records of said County, described as follows:

BEGINNING at a post marked R.W. 1 at a point 114 feet East of the Southwest corner of said Lot 5; thence North 2° 36' East 47 feet to a corner post of a wire fence marked R.W. 2; thence North 8° 34' West 505 feet along said wire fence to post R.W. 3; thence North 47° 30' West 14 feet to post R.W. 4; thence North 14° West along wire fence 160 feet to a post R.W. 5; being on the West line of said Lot 5, and 710 feet North of the Southwest corner of said Lot 5; thence North 19° East along said fence, 40 feet to post R.W. 6; thence North 45° East along fence 30 feet to post R.W. 7 at the west bank of Warm Creek; thence North 4° 50' East along west bank of Warm Creek; 261 feet to a post R.W. 8; thence North 27° East along west bank of Warm Creek, 163 feet to post R.W. 9; thence North 27° 45' East along west bank of Warm Creek 203 feet to post R.W. 10 on the North line of said Lot 5 and 200 feet from the Northwest corner of said Lot 5; thence East along the North line of Lot 5, 139 feet to post R.W. 11 on the North line of Lot 5, and 33 feet from the East bank of Warm Creek; thence South 11° 30' East 1385 feet to a post on the South line of said Lot 5 marked R.W. 12, the same being 33 feet East from the East bank of Warm Creek; thence west along the South line of said Lot 5, 532 feet to the point of beginning.

SAVING AND EXCEPTING therefrom that portion deeded to the San Bernardino Flood Control District by deed recorded October 2, 1948 as instrument No. 48, in Book 2300 of Official Records, page 583.

SAVING AND EXCEPTING therefrom that portion deeded to the San Bernardino Flood Control District by deed

Parcel No. 32

Continued

recorded October 2, 1948 as Instrument No. 49, in Book 2300 of Official Records, page 587.

SAVING AND EXCEPTING therefrom that portion deeded to the State of California for Highway purposes by deed Recorded January 28, 1955, as Instrument No. 39, in Book 3355 of Official Records, Page 349.

SAVING AND EXCEPTING therefrom that portion lying within a strip of land 800 feet wide, being 400 feet on each side of, measured at right angles to the following described center line: Commencing at a point in the center line of "E" Street (an 32.50 foot street) distant thereon South  $0^{\circ} 32' 27''$  West, 486.36 feet from the intersection thereof with the North line of Lot 2 of said Block 54; thence South  $23^{\circ} 25' 03''$  East, 400 feet to the true point of beginning; thence Southwesterly 853.52 feet along a curve, concave to the Northwest, having a radius of 4034 feet and a central angle of  $12^{\circ} 06' 00''$ , the beginning tangent thereof bearing South  $66^{\circ} 34' 57''$  west; thence South  $78^{\circ} 40' 57''$  West, 370 feet; thence Southwesterly 1309 feet along a tangent curve, concave to the Southeast, having a radius of 3000 feet and a central angle  $25^{\circ} 00' 00''$ ; thence South  $53^{\circ} 40' 57''$  west, 1958.59 feet to a point in the center line of the Southern Pacific Railroad Company's 100 foot right of way, distant thereon South  $79^{\circ} 30' 00''$  East, 860.39 feet from the intersection thereof with the West line of Lot 6, Block 64 of said Rancho San Bernardino.

Together with all water rights, easements, reservations, rights of way or other interest of the Riverside Water Company in and to said Lot 5.

Parcel No. 33

Portion of Lots 5 and 6, Block 54, RANCHO SAN BERNARDINO, in the County of San Bernardino, State of California, as per plat recorded in Book 7 of Maps, page 2, records of said County, described as follows:

BEGINNING at a point on the South line of Lot 5, Block 54, of the RANCHO SAN BERNARDINO, 20 feet East of the Southeast corner of Lot 6 of said Block; thence East 94 feet more or less to the Southwest corner of parcel of land conveyed to the Riverside Water Company by Samuel H. Meek and Elizabeth L. Meek, by deed dated April 28, 1886 and recorded April 28, 1886 in Book 46 of Deeds, page 175; thence along the Westerly line of said parcel of land, North 2° 36' East 47.9 feet; thence North 8° 34' West 505 feet; thence North 47° 30' West 14 feet; thence North 14° West 160 feet; thence North 19° East 40 feet; thence North 45° East 30 feet; thence North 4° 50' East 254.49 feet; thence North 89° 59' West 213.51 feet to the Northeast corner of Lot 23 of Dan Johnston's Subdivision, in Book 17 of Maps, Page 31; thence South along the East line of Lot 23, of said subdivision, 150 feet to the Southeast corner thereof; thence South 89° 59' East along the North line of a county road, as said road is described in Deed to the County of San Bernardino, recorded April 11, 1924 in Book 841 of Deeds, Page 120; 109 feet; thence along the Easterly line of said county road, South 0° 7' West 60 feet; thence South 7° 54' East 668.85 feet; thence South 2° 06' West 165.63 feet to the point of beginning.

SAVING AND EXCEPTING therefrom that portion conveyed to the State of California by Deed recorded June 5, 1936 in Book 1141 of Official Records, Page 167.

SAVING AND EXCEPTING therefrom that portion deeded to the San Bernardino County Flood Control District by deed recorded October 2, 1948, Instrument 48 in Book

Parcel No. 33

(Continued)

2300 of Official Records, Page 583.

SAVING AND EXCEPTING therefrom that portion deeded to the San Bernardino County Flood Control District, by deed recorded October 2, 1948 as Instrument No. 49 in Book 2300 of Official Records, Page 587.

573

SAVING AND EXCEPTING therefrom that portion deeded to the State of California for Highway purposes by deed recorded January 28, 1955, as Instrument No. 39, in Book 3355 of Official Records, Page 349.

All that portion of Lots 5 and 6, Block 64, of RANCHO SAN BERNARDINO, in the County of San Bernardino, State of California, as per plat recorded in Book 7 of Maps, page 2, records of said County, lying Northeasterly of Southern Pacific Railroad right of way.

SAVING AND EXCEPTING therefrom that portion of Lot 6, Block 64, RANCHO SAN BERNARDINO, as per plat recorded in Book 7 of Maps, page 2, records of said County, described as follows:

573

BEGINNING at the Northeast corner of said Lot 6; thence along the Easterly line thereof, South 0° 51' East, 271.66 feet to its intersection with the Northerly line of the right of way, 100 feet wide, described in the Deeds to Southern Pacific Railroad Company; (1) recorded in Book "O" of Deeds, page 1, Official Records, (2) recorded in Book "N" of Deeds, page 603, Official Records; (3) recorded in Book "N" of Deeds, page 596, Official Records; thence along said Northerly right of way line, North 80° 20' West 314.52 feet; thence North 54° 26' East 376.21 feet to the Point of beginning, containing an area of 0.990 of an acre, more or less.

SAVING AND EXCEPTING therefrom; that portion of Lot 5, Block 64, RANCHO SAN BERNARDINO, as per plat recorded in Book 7 of Maps, Page 2, records of said County, described as follows:

BEGINNING at the Northeast corner of said Lot 5, Block 64, RANCHO SAN BERNARDINO, thence westerly along the Northerly line thereof, South 89° 53' West 241.63 feet to its intersection with the Northerly line of the right of way 100 feet wide, described in the deed to the Southern Pacific Railroad Company, recorded in Book "O" of Deeds, Page 1; thence Easterly along said Northerly right of way line South 80° 20' East 245.90 feet to its intersection with the Easterly line of said Lot 5; thence Northerly thenceon North 1° 04' West, 41.79 feet to the

Parcel No. 34

point of beginning, containing an area of 0.117 of an acre, more or less.

SAVING AND EXCEPTING therefrom that portion Deeded to the San Bernardino County Flood Control by deed recorded October 2, 1948 as Instrument No. 48 in Book 2300, page 583 of Official Records.

SAVING AND EXCEPTING therefrom that portion lying within a strip of Land 800 feet wide, being 400 feet on each side of, measured at right angles to the following described center line; Commencing at a point in the center line of "E" Street (an 82.50 foot street) distant thereon South  $00^{\circ} 32' 27''$  West, 486.36 feet from the intersection thereof with the North line of Lot 2 of said Block 54; thence South  $23^{\circ} 25' 03''$  East 400 feet to the true point of beginning; thence Southwesterly 853.52 feet along a curve, concave to the Northwest, having a radius of 4034 feet and a central angle of  $12^{\circ} 06' 00''$ , the beginning tangent thereof bearing South  $66^{\circ} 34' 57''$  West; thence South  $78^{\circ} 40' 57''$  West 370 feet; thence Southwesterly 1309 feet along a tangent curve, concave to the Southeast, having a radius of 3000 feet and a central angle  $25^{\circ} 00' 00''$ ; thence South  $53^{\circ} 40' 57''$  West, 1958.59 feet to a point in the center line of the Southern Pacific Railroad Company's 100 foot right of way, distant thereon South  $79^{\circ} 30' 00''$  East, 860.39 feet from the intersection thereof with the West line of Lot 6, Block 64 of said Rancho San Bernardino.

TOGETHER with all water rights, easements, reservations, rights of way or other interest of the Riverside Water Company in and to said Lots 5 and 6.

All that portion of Lots 5 and 6, Block 64 of RANCHO SAN BERNARDINO, in the County of San Bernardino, State of California, as per plat recorded in Book 7 of Maps, Page 2, described as follows:

BEGINNING at the most Southerly corner of Lot 5, Tract No. 2433, as per plat recorded in Book 35 of Maps, Page 14, records of said County; thence Northeasterly along the Southeasterly line of Lot 5 to the most Easterly corner thereof; thence Northeasterly across New Mt. Vernon Avenue so-called, to the most Southerly corner of Lot 4 of said Tract No. 2433; thence Northeasterly and following the lines and angles of the Southeasterly boundary of said Lot 4 to the most Easterly corner of said Lot 4, said point being in the Southerly boundary of the Southern Pacific Railroad right of way; thence Southeasterly along the Southerly line of said railroad right of way to the most Northerly corner of that certain parcel of land conveyed by Riverside Water Company to Norman Cooley, by Deed recorded December 17, 1913 in Book 532 of Deeds, page 187; thence Southwesterly and following the lines and angles of the Northwesterly boundary line of land so conveyed to Norman Cooley to the West line of said Lot 5, Block 64, RANCHO SAN BERNARDINO; thence Northerly along the west line of Lot 5, Block 64 to the point of beginning.

EXCEPTING therefrom that portion thereof conveyed to the Southern California Edison Company by Deed recorded January 26, 1926 in Book 61 of Official Records, Page 12.

ALSO EXCEPTING that portion conveyed to Southern California Fertilizer Company by Deed recorded August 13, 1927, in Book 255 of Official Records, Page 300.

ALSO EXCEPTING therefrom that portion thereof described as follows: BEGINNING at the Southeasterly corner of Lot 4 of the Pacific Fruit Express Tract No. 2433, as per plat recorded in Book 35 of Maps, page 14, records

Parcel No. 35

Continued

of said County, said point of beginning being also on the Northerly right of way line of that certain 40 foot road right of way known as New Mt. Vernon Avenue. Thence from said point of beginning along the Easterly boundary of said Lot 4 of Tract No. 2433 by the following courses and distances:

North 38° 30' East 245.4 feet;  
 North 89° 47' East 43.7 feet;  
 North 31° 17' East 400.0 feet;  
 South 89° 47' West 35.5 feet;  
 North 25° 21' East 138.70 feet;  
 North 73° 24' East 56.7 feet;

to a point thereon:

thence leaving the Easterly boundary of said Lot 4 of Tract No. 2433 and running Southeasterly to the Northwesterly corner of that certain parcel of land conveyed by the Riverside Water Company to the Southern California Fertilizer Company, by deed dated August 9, 1927 and recorded in Book 255 of Official Records, Page 300; thence South 26° 32' East 262.8 feet along the Westerly line of said property so conveyed, to the Southwesterly corner thereof; said Southwesterly corner being a point on the Northerly line of said New Mt. Vernon Avenue; thence Southwesterly along the Northorly right of way line of said New Mt. Vernon Avenue throughout its various angles to the point of beginning.

ALSO EXCEPTING therefrom that portion of lots 5 and lot 6, Block 64 of the RANCHO SAN BERNARDINO, as per plat recorded in book 7 of Maps, Page 2, records of said County, described as follows:

BEGINNING at the Northeast corner of Lot 4 as shown on Map of Tract No. 2433 within said Lots 5 and 6, recorded in Book 35 of Official Records, page 14, said corner being in the Southerly line of the right of way 100 feet wide, described in the deed to the Southern Pacific Railroad Company, recorded in book "0" of Deeds,

Parcel No. 35

Continued

page 1; thence Easterly along said Southerly right of way of line, South  $80^{\circ} 20'$  East, 90.54 feet; thence South  $09^{\circ} 40'$  West, 12.16 feet; thence South  $83^{\circ} 56'$  West, 237.89 feet to its intersection on with the Southeasterly line of said Lot 4; thence along said Southeasterly line North  $73^{\circ} 24'$  East 151.90 feet to the Southeast corner of said Lot 4; thence along the Easterly line of said Lot 4, North  $23^{\circ} 00'$  East 9.70 feet to the point of beginning, containing an area of 0.096 of an acre, more or less.

ALSO SAVING AND EXCEPTING therefrom that portion Deeded to the San Bernardino Flood Control, by deed recorded October 2, 1948 as Instrument No. 48, in Book 2300 of Official Records, Page 583

ALSO SAVING AND EXCEPTING therefrom those portions of said Lots 5 and 6 described as follows: Commencing at the intersection of the center line of Congress Street with the center line of Mount Vernon Avenue; thence North  $00^{\circ} 38' 33''$  East along the said center line of Mount Vernon Avenue 297.00 feet to the true point of beginning; thence North  $52^{\circ} 44' 33''$  East 1949.40 feet; thence North  $17^{\circ} 45' 33''$  East 840.00 feet; thence North  $43^{\circ} 48' 33''$  East 177.29 feet to a point in the Southerly line of the Southern Pacific Railroad Company's 100 foot wide right of way, distant along said Southerly line South  $79^{\circ} 30' 00''$  East 553.99 feet from the intersection thereof with the West line of said Lot 6; thence North  $79^{\circ} 30' 00''$  West 226.41 feet along said Railroad Company's Southerly line; thence South  $10^{\circ} 30' 00''$  West 22.00 feet; thence Southwesterly 303.23 feet along a tangent curve concave to the Northwest, having a radius of 568.92 feet and a central angle of  $30^{\circ} 32' 17''$ ; thence South  $41^{\circ} 02' 17''$  West 44.28 feet to a point in the center line of

Parcel No. 35

Continued

New Mount Vernon Avenue as per deed recorded in Book 235, page 181, Official Records of said County; thence North  $61^{\circ} 56' 52''$  west along the said center line of New Mount Vernon Avenue and its Northwesterly prolongation a distance of 201.49 feet; thence South  $52^{\circ} 08' 28''$  west 611.66 feet; thence South  $60^{\circ} 05' 57''$  West 114.57 feet; thence Southwesterly 1142.78 feet along a curve concave to the Southeast having a radius of 12025.00 feet and a central angle of  $5^{\circ} 26' 42''$  to a point in the said center line of Mount Vernon Avenue, the beginning tangent of said curve bearing South  $45^{\circ} 21' 12''$  West; thence South  $00^{\circ} 38' 33''$  West along said center line of Mount Vernon Avenue, 649.78 feet to the true point of beginning.

Together with all water rights, easements, reservations, rights of way or other interest of the Riverside Water Company in and to said Lots 5 and 6.

Parcel No. 35A

All of Lot 5 of Tract No. 2433, as per plat recorded in Book 35 of Maps, Page 14, Records of San Bernardino County, California.

Parcel No. 36

That portion of Lot 5, Block 64, of the EIGHTY ACRE SURVEY OF THE RANCHO SAN BERNARDINO, in the County of San Bernardino, State of California, as per plat recorded in Book 7 of Maps, Page 2, records of said County, described as follows:

BEGINNING at a point in the East line of Mt. Vernon Avenue, 82.5 feet wide, as now established along the East lines of Blocks 179 and 208 of the Town of Colton, as per plat recorded in Book 9 of Maps, Page 37, records of said County, which point is North 3.04 feet, measured along said East line of Mt. Vernon Avenue, from the Easterly prolongation of a line parallel with and 3.0 feet Southerly, measured at right angles from the South line of said Block 179; thence from said point of beginning, North along said East line of Mt. Vernon Avenue, 100.00 feet to the Northwest corner of the parcel of land which was conveyed to Southern California Edison Company, by that certain deed dated November 16, 1925 and recorded in Book 61 of Official Records, page 12; thence East along the North line of said parcel of land, 150.00 feet; thence South  $40^{\circ} 21' 52''$  West, 131.24 feet, more or less, to a point which bears East 65.0 feet from the point of beginning; thence West 65.0 feet to said point of beginning.

The above bearings are based on a bearing of North and South for the East line of said Mt. Vernon Avenue.

Parcel No. 37

That portion of Lot 1, Block 30, of the Lands of the Colton Land and Water Company, in the City of Colton, County of San Bernardino, State of California, as per plat recorded in Book 1 of Maps, page 40, records of said County, described as follows:

Beginning at a point in the Southerly line of "O" Street, 91 feet Westerly from the point of the intersection of said Southerly line of "O" Street and the westerly line of Mt. Vernon Avenue; thence Easterly along said Southerly line of "O" Street, 91 feet to its intersection with the westerly line of Mt. Vernon Avenue; thence South along the westerly line of Mt. Vernon Avenue 197.5 feet to a point; thence westerly and at right angles to said westerly line of Mt. Vernon Avenue, 326 feet to a point; thence Northeasterly 318 feet more or less, to the point of beginning.

Parcel No. 38

All of Lot 8 and a portion of Lot 7 of Pacific Fruit Express Company Resubdivision of property located at Colton, Tract No. 2433, in the County of San Bernardino, State of California, as per plat recorded in Book 35 of Maps, Page 14, records of said County, more particularly described as follows:

BEGINNING at the Southeasterly corner of said Lot 7; thence along the Easterly boundary of said Lot 7 by the following courses and distances:

North  $26^{\circ} 29'$  East 641.10 feet to the beginning of a curve to the right having a radius of 681.74 feet and a central angle of  $22^{\circ} 22'$ ; thence along said curve a distance of 266.1 feet to the end thereof; thence North  $48^{\circ} 51'$  East 131 feet; thence North  $9^{\circ} 40'$  East 33 feet to the Northeast corner of said Lot 7; thence along the Northerly line of said Lot 7, North  $80^{\circ} 20'$  West 102.18 feet to a point thereon; thence along a line parallel to and 100 feet distant from, measured at right angles, the Easterly line of said Lot 7, by the following courses and distances; South  $48^{\circ} 51'$  West 92.06 feet to the beginning of a curve to the left having a radius of 781.74 feet and a central angle of  $22^{\circ} 22'$ ; thence along said curve 305.17 feet to the end thereof; thence South  $26^{\circ} 29'$  West 691.40 feet to the Southerly line of Lot 7; thence along the Southerly line of said Lot 7, North  $89^{\circ} 47'$  East 111.94 feet to the point of beginning.

EXCEPTING therefrom that portion of said Lot 8 described as follows: Beginning at a 4 inch by 4 inch stake marking the Northeast corner of said Lot 8; thence North  $89^{\circ} 11' 17''$  West, along the North line of said Lot 8, a distance of 155.93 feet; thence South  $38^{\circ} 25' 57''$  West 550.31 feet to a point in the westerly line of said Lot 8; thence South  $27^{\circ} 30' 43''$  West, along the Westerly

575

Parcel No. 38

Continued

line of said Lot 8 and its Southwesterly prolongation, a distance of 290.79 feet to a point in the center line of Congress Street, as per plat filed in Book 4, page 59, records of Survey of said County; thence South  $88^{\circ} 56' 52''$  East, along the center line of said Congress Street, a distance of 665.83 feet to the intersection of said Center line of Congress Street with the center line of Mount Vernon Avenue (an 82.5 foot street); thence North  $00^{\circ} 38' 33''$  East, along the center line of said Mount Vernon Avenue, a distance of 698.58 feet; thence North  $89^{\circ} 21' 27''$  West, 41.25 feet to the point of beginning.

TOGETHER with all water rights, easements, reservations, rights of way or other interest of the Riverside Water Company in and to said Lot 8.

523

Parcel No. 39

The right to construct, maintain and operate a canal and/or a roadway upon and along the hereinafter described land and to use said land for roadway purposes and/or canal purposes, including the right to deposit sand and other accumulations from its said canal on the land described as follows, to-wit:

A strip of land of the uniform width of 110 feet, being Ninety (90) feet on the Easterly and 20 feet on the Westerly side, measured at right angles thereto, of the center line of the upper canal of the Riverside Water Company as now constructed over and across Block 30, according to the map of the lands of the Colton Land and Water Company, of record in the office of the County Recorder of San Bernardino County, in Book 1 of Maps, Page 40. The center line of said canal being more particularly described as follows, to-wit:

Beginning at the intersection of the South boundary line of said Block 30 and the center line of said canal of the Riverside Water Company, said point of intersection being West 681.25 feet from the Southeast corner of said Block 30; thence running from the point of beginning North  $26^{\circ} 25'$  East, for a distance of 631.75 feet; thence running on an  $8^{\circ} 40'$  curve, concave to the right, for a distance of 258.46 feet; thence on tangent to said curve North  $48^{\circ} 50'$  East for a distance of 106.50 feet, more or less, to the South line of "O" Street of the City of Colton, California. EXCEPTING therefrom the following described property:

Being a portion of the 1 acre tract in the Northeast corner of said Block 30; beginning on the South side of "O" Street, Ninety-one (91) feet West of the west line of Mt. Vernon Avenue; thence Easterly along the South line of "O" Street for a distance of 91 feet; thence

5723

Parcel No. 39

Continued

South 197.50 feet along the East boundary of said Block 30; thence West for a distance of Three Hundred and Twenty-six (326) feet; thence Northeast to the point of beginning.

573

Parcel No. 40

Lots 1 and 2, Block 80 of the EIGHTY ACRE SURVEY OF THE RANCHO SAN BERNARDINO, in the County of San Bernardino, State of California, as per plat recorded in Book 7 of Maps, Page 2, records of said County.

573

EXCEPTING THEREFROM THE FOLLOWING

(a) A piece of land situated in the Northwest corner of said Lot 2, described as follows:

BEGINNING at the Northwest corner of said Lot 2; running thence South  $14^{\circ} 30'$  East 1596 feet to a gate post in river bottom and 8 feet South of old Jaramillo ditch; thence North  $48^{\circ} 52'$  East 171.2 feet; thence North  $35^{\circ} 47'$  East 407.8 feet; thence North  $25^{\circ} 28'$  East 197 feet; thence North  $13^{\circ} 42'$  West 525 feet; thence North  $8^{\circ}$  East 627 feet to a square post in the Southern boundary of Colton Survey and close to a large cottonwood tree; thence along the North line of said Lot 2, South  $75^{\circ} 50'$  West 843.2 feet to the point of beginning.

(b) All that portion of Lots 1 and 2 Block 80, beginning at a point in the Northerly line of Lot 1, 1640.85 feet East of the Northwest corner of said Lot 2; thence North  $89^{\circ} 44'$  West 797.65 feet along the North line of said Lots 1 and 2; to the Northwest corner of the land conveyed to Harry Jones and Jessie L. Jones, his wife, by Deed recorded May 15, 1943 in Book 1587 of Official Records, Page 253; thence South  $8^{\circ}$  West along the West line of the land so conveyed to Harry R. Jones and wife, a distance of 627 feet; thence North  $65^{\circ} 14'$  East 1138.59 feet to a point 100 feet South of the point of beginning; thence North 100 feet to the point of beginning.

(c) All that portion of said Lots 1 and 2 described as follows: Beginning at a 4 inch by 4 inch stake marking the intersection of the Southerly prolongation of the

East line of said Lot 2 with the center line of Washington Street (an 82.5 foot street); thence South  $89^{\circ} 34' 01''$  East, along the center line of said Washington Street, a distance of 1338.70 feet to the intersection of said center line with the Southerly prolongation of the East line of said Lot 1; thence North  $00^{\circ} 25' 57''$  East, along the Southerly prolongation of the East line of said Lot 1 and along the East line of said Lot 1, a distance of 2673.38 feet to the Northeast corner of said Lot 1, said Northeast corner being in the center line of Congress Street as per plat filed in Book 4, page 59, Records of Survey of said County; thence North  $88^{\circ} 56' 52''$  West, along the North line of said Lot 2, a distance of 301.89 feet; thence South  $31^{\circ} 14' 42''$  West 4.68 feet; thence North  $58^{\circ} 45' 18''$  West 2.74 feet; thence Southwesterly 661.75 feet along a curve concave to the southeast, having a radius of 4025 feet and a central angle of  $09^{\circ} 25' 12''$ , the beginning tangent of said curve bearing South  $35^{\circ} 21' 09''$  West; thence South  $25^{\circ} 55' 57''$  West 759.78 feet; thence South  $65^{\circ} 30' 18''$  East 41.94 feet; thence South  $24^{\circ} 29' 42''$  West 30 feet; thence North  $65^{\circ} 30' 18''$  West 42.70 feet; thence South  $25^{\circ} 55' 57''$  West 530.47 feet; thence southwesterly 39.78 feet along a tangent curve, concave to the Northwest, having a radius of 2675 feet and a central angle of  $00^{\circ} 51' 07''$ ; thence South  $59^{\circ} 07' 18''$  East 13.87 feet; thence South  $30^{\circ} 52' 42''$  West 30 feet; thence North  $59^{\circ} 07' 18''$  West 11.77 feet; thence Southwesterly 1103.86 feet along a curve to a point in the centerline of said Washington Street, said curve further described as being concave to the Northwest, having a radius of 2675 feet and a central angle of  $23^{\circ} 38' 37''$  the beginning tangent of said curve bearing South  $27^{\circ} 25' 42''$  West; thence South  $89^{\circ} 34' 01''$  East along the center line of said Washington Street, a distance of 1086.94 feet to the point of beginning.

TOGETHER WITH all water rights, easements, rights of way or other interest of the Riverside Water Company in and to said Lots 1 and 2.

BOOK 5438 PAGE 376

Parcel No. 41

The South 100 feet of the East 1/2 of the  
East 1/2 of Lot 3, Block 80, RANCHO SAN BERNARDINO,  
in the County of San Bernardino, State of California,  
as per plat recorded in Book 7 of Maps, Page 2.

573

46

Parcel No. 42

The South 100 feet of the West 1/2 of Lot 3, Block 80 of the RANCHO SAN BERNARDINO, in the County of San Bernardino, State of California, as per plat recorded in Book 7 of Maps, Page 2, Records of said County.

573

EXCEPTING therefrom that portion described as follows:

BEGINNING at a point on the West line of said Lot 3, Block 80, 100.00 feet North of the Southwest corner of said Lot 3, said point being the Southwest corner of the land conveyed to L. L. Swertfeger and Jewel M. Swertfeger, husband and wife, by Deed recorded in Book 3381 of Official Records, Page 320; thence North 89° 03' 00" East along the South line of said Swertfeger property 225.37 feet to the West line of the Pacific Electric Railway Company right of way, as described in Deed from R. L. Rutherford recorded in Book 513 of Deeds, Page 97; thence South 9° 25' 45" West along said right of way line 301.37 feet; thence South 66° 33' 05" West 774.52 feet to a point, said point being described as a willow stump referred to in Deed from Pablo Selards to Riverside Water Company recorded October 27, 1908, in Book 427 of Deeds, page 60; thence North 44° 05' 40" East (recorded South 44° 12' 00" West 780.00 feet in said last mentioned deed) 768.26 feet to a point, said point being on the East line of Lot 4, Block 80, distant 50.00 feet North of the Southeast corner of said Lot 4; thence North 50.00 feet to the point of beginning.

Parcel No. 43

All that portion of Lot 4, Block 80, and Lot 4, Block 88, RANCHO SAN BERNARDINO in the County of San Bernardino, State of California, as per plat recorded in Book 7 of Maps, Page 2, records of said County, described as follows:

573

COMMENCING at the Southeast corner of said Lot 4, Block 80; thence North 50 feet to a stake; thence South  $44^{\circ} 12'$  west 780 feet to a willow stump on the East line of the lands formerly owned by Coburn; thence South along the west line of the land conveyed to Pablo Belarde by Deed dated December 4, 1862 and recorded in Book "E" of Deeds, page 460, to the Santa Ana River; thence North-easterly along said stream to the East line of said Lot 4, Block 88; thence North along the East line of said Lot 4 of Block 88, RANCHO SAN BERNARDINO, to the point of beginning.

EXCEPTING THEREFROM, those portions contained in the following described parcel:

BEGINNING at a point on the West line of said Lot 3, Block 80, 100.0 feet North of the Southwest corner of said Lot 3, said point being the Southwest corner of the land conveyed to L. L. Swertfeger and Jewel M. Swertfeger, husband and wife, by Deed recorded in Book 3381 of Official Records, Page 320; thence North  $89^{\circ} 03' 00''$  East along the South line of said Swertfeger property 225.37 feet to the West line of the Pacific Electric Railway Company right of way, as described in Deed from R. L. Rutherford recorded in Book 513 of Deeds, Page 97; thence South  $9^{\circ} 25' 45''$  west along said right of way line 301.37 feet; thence South  $66^{\circ} 33' 05''$  west 774.52 feet to a point, said point being described as a willow stump referred to in Deed

Parcel No. 43

Continued

from Pablo Belarde to Riverside Water Company recorded October 27, 1908, in Book 427 of Deeds, Page 60; thence North  $44^{\circ} 05' 40''$  East (recorded South  $44^{\circ} 12' 00''$  West 780.00 feet in said last mentioned deed) 768.26 feet to a point, said point being on the East line of Lot 4, Block 80, distant 50.00 feet North of the Southeast corner of said Lot 4; thence North 50.00 feet to the point of beginning.

ALSO EXCEPTING therefrom that portion described as follows: Beginning at the intersection of the Westerly line of said Lot 4 with the Easterly line of the Atchison, Topeka and Santa Fe Railway Company's 125 foot right of way, said point being North  $19^{\circ} 36' 20''$  West along the Westerly line of said Lot 4, a distance of 1970.98 feet from a 1 inch iron pipe marking the Southwesterly corner of said Lot 4, being also the Southwesterly corner of said Rancho San Bernardino, and commonly known as RSE #2; thence North  $09^{\circ} 30' 00''$  East, along the Easterly line of said Atchison, Topeka and Santa Fe Railway Company's right of way, a distance of 407.48 feet; thence North  $69^{\circ} 55' 00''$  East 383.46 feet; thence North  $55^{\circ} 30' 00''$  East 115.00 feet; thence North  $49^{\circ} 55' 00''$  East 15.97 feet; thence South  $88^{\circ} 53' 00''$  East 501.72 feet; thence Easterly 286.74 feet along a tangent curve to a point in the Westerly line of the Pacific Electric Railway Company's right of way as described in deed recorded in Book 513 of Deeds, page 97, records of said County, said tangent curve further described as being concave to the North, having a radius of 2675 feet and a central angle of  $06^{\circ} 08' 30''$ ; thence South  $09^{\circ} 36' 30''$  West, along the westerly line of said Pacific Electric Railway Company's right of way, a distance of 980.58 feet; thence South  $89^{\circ} 01' 40''$  West 1025.28 feet to a point in the Westerly line of said Lot

573

Parcel No. 43

Continued

4; thence North  $19^{\circ} 36' 20''$  West, along the Westerly line of said Lot 4, a distance of 398.31 feet to the point of beginning.

Parcel No. 44

All water rights, easements, reservations, rights of way or other interest of the Riverside Water Company in and to Lot 4, Block 88, of the Rancho San Bernardino as per plat recorded in Book 7 of Maps, page 2, Records of San Bernardino County.

573

Parcel No. 45



A right of way over that portion of Lot 2 of Block 88 of the 80 acre survey of the Rancho San Bernardino, in the County of San Bernardino, State of California, as per plat recorded in Book 7 of Maps, page 2, records of said County, described as follows:

Beginning at a point 467.7 feet east of the Northwest corner of Lot 2, in Block 88 of the Eighty Acre survey of the Rancho San Bernardino, the same point being 6 feet from the center line of the said Riverside Water Company's said flume; Thence East along the North line of said Lot Number 2, 37 feet to a point 27 feet from the Center line of said flume; thence South  $27^{\circ}$  West (variation  $14^{\circ} 30'$  East) parallel to, and 27 feet from Center line of said flume 1111.6 feet to the West boundary of said lot 2; thence North 72.7 feet; thence North  $27^{\circ}$  East parallel to and 6 feet from Center line of said flume, 1030.2 feet to the place of beginning, and containing .8 acres.

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Parcel No. 46

All that portion of Lot 2, Block 88 of the RANCHO SAN BERNARDINO, as per plat recorded in Book 7 of Maps, page 2, records of San Bernardino County being a parcel of land 75 feet in width parallel to and adjoining on the West that certain strip of land described in the Deed from A.A. Warren to Riverside Water Company dated September 15, 1888, and recorded October 6, 1888 in Book 86 of Deeds, page 94; and being more particularly described as follows:

Beginning at a point 467.7 feet East of the Northwest corner of said Lot 2, said point being 6 feet West measured at right angles from the center line of the Riverside Water Company's flume and being the point of beginning of the land described in said Warren Deed; thence South  $27^{\circ}$  West along the Westerly line of the land described in said Warren Deed, a distance of 1030.2 feet to the West boundary line of said Lot 2; thence North along the West line of said Lot 2, 165.23 feet to a point in a line which is parallel to and 75 feet Westerly of the West line of the strip of land described in said Warren Deed; thence North  $27^{\circ}$  East parallel with and 75 feet Westerly from the West line of the strip described in said Warren Deed to the North line of said Lot 2; thence East along the North line of said Lot 2, 84.17 feet, more or less, to the point of beginning.

ALSO all that portion of Lot 3, in Block 88, of the RANCHO SAN BERNARDINO, as per plat recorded in Book 7 of Maps, page 2, records of San Bernardino County, and of Lot "A", as shown on the map of a resubdivision of the Grand Terrace Tract according to the Map recorded in Book 1 of Record Surveys, page 33, in the Office of the County Recorder of said County, being a strip of land 75 feet in width, parallel

Parcel No. 46

Continued

to and adjoining on the West, a portion of the strip of land described in the deed from Peter C. Peters to Riverside Water Company, dated October 26, 1886, and recorded October 28, 1886 in Book 49 of Deeds, page 256, and being more particularly described as follows:

Beginning at a point in the East line of said Lot 3, 1106.2 feet South from the Northeast corner of said Lot 3, said point being on the Westerly line of Riverside Water Company's flume and 5.5 feet measured at right angles Westerly from the center line of said flume and being the point of beginning of the strip of land described in said Peters Deed, thence South  $26^{\circ} 40'$  West along the West line of the land described in said Peters Deed, a distance of 2101 feet to a point in said Lot "A" at which was located a stake set 5.5 feet West and at right angles to the center line of said flume at an angle point in the Westerly line of the land described in said Peters Deed where the width of said strip of land changes from 33 feet to 55 feet; thence North  $63^{\circ} 20'$  West 22 feet to a stake described in said Peters Deed set 27.5 feet West at right angles to the center line of the Riverside Water Company's flume; thence South  $26^{\circ} 40'$  West 141.2 feet to an angle point in the westerly line of the land described in the said Peters Deed, said point being 27.5 feet, measured at right angles, from the Center line of the Riverside Water Company's flume; thence South  $29^{\circ} 51'$  West 164.7 feet to an angle point in the Westerly line of the land described in the said Peters Deed; thence leaving the Westerly line of the land described in said Peters Deed and running North  $63^{\circ} 20'$  West to a point on a line parallel to and 80.5 feet distant, measured at right angles from the center line of said Riverside Water Company's flume; thence North  $26^{\circ} 40'$  East on a line parallel with and 80.5 feet distant, measured at

Parcel No. 46

Continued

right angles from the center line of the Riverside Water Company's flume, to the East line of said Lot 3; thence South along the East line of said Lot 3 to the point of beginning.

EXCEPTING from said Lots 2 and 3 those portions described as follows:

Beginning at a point in the centerline of Washington Street (an 82.5 foot street) distant North  $89^{\circ} 34' 01''$  west 831.83 feet from a 4 inch by 4 inch stake marking the intersection of said centerline with the Southerly prolongation of the East line of Lot 2, block 80, Rancho San Bernardino; thence North  $89^{\circ} 34' 01''$  West, along said centerline, 121.27 feet; thence South  $27^{\circ} 29' 00''$  West 1682.23 feet; thence Northeasterly 52.75 feet along a curve concave to the northwest having a radius of 3725.00 feet and a central angle of  $2^{\circ} 20' 58''$ , the beginning tangent of said curve bearing North  $73^{\circ} 39' 17''$  East; thence North  $27^{\circ} 29' 00''$  East 1629.37 feet to the point of beginning.

TOGETHER with an easement and right of way for pipelines over the land described in the exception immediately above.

TOGETHER with a right of way for waste water pipe line situated in Lot 3, in block 88 of the RANCHO SAN BERNARDINO, in the County of San Bernardino, State of California, as per plat recorded in Book 7 of Maps, page 2 records of said County, being a strip of land 15 feet wide and more particularly described as follows:

Commencing at the Northeast corner of said Lot 3; thence North  $89^{\circ} 48'$  East 425.96 feet; thence South  $26^{\circ} 40'$  West 2374.80 feet to the true point of beginning on the Northwesterly right of way line as described hereinabove; thence from the true point of beginning South  $26^{\circ} 40'$  West, 16.21 feet along the above mentioned right of way line; thence North  $41^{\circ} 01\frac{1}{2}'$  West, 730 feet; thence North  $48^{\circ} 58\frac{1}{2}'$  East, 15 feet; thence South  $41^{\circ} 01\frac{1}{2}'$  East, 723.85 feet to the point of beginning.

A Right of way over a portion of Lot 3, Block 88 of the Rancho San Bernardino as per plat recorded in Book 7 of Maps, page 2, Records of San Bernardino County California and a portion of Section 32, Township 1 South, Range 4 West, San Bernardino Base and Meridian described as follow:

Beginning at a point 1106.2 feet South from the Northeast corner of Lot No. 3 of Block 88 of San Bernardino Rancho, the same being on the Westerly line of the Riverside Water Companys Flume and  $5\frac{1}{2}$  feet from the center of same; thence South (var.  $14^{\circ} 10' E$ ) 73.5 feet to a stake the same being  $27\frac{1}{2}$  feet from the center line of aforesaid flume; thence South  $12^{\circ} 30'$  west MAG: and parallel with the aforesaid flume 2340 feet to a stake; thence South  $7^{\circ} 14'$  West MAG: 347 feet to a stake set  $16\frac{1}{2}$  feet East from the center of the rock face of Long Tunnel; thence South  $2^{\circ} 27'$  East MAG: and parallel with line of aforesaid long tunnel 1909.6 feet to the intersection of the South line of Section 32 Township 1 South Range 4 West San Bernardino Base and Meridian, thence West (var.  $14^{\circ} 10' E.$ ) along the South line of Section 32 TWP 1 South Range 4 West San Bernardino Base and Meridian 33 feet, thence North  $2^{\circ} 27'$  West MAG: and parallel with aforesaid Long Tunnel 1902.8 feet to a stake set  $16\frac{1}{2}$  feet West from center of rock face of aforesaid Long Tunnel; thence North  $13^{\circ} 58'$  West MAG. 99.2 feet to a stake; thence North  $6^{\circ} 41'$  East MAG. 265.5 feet to a stake; thence North  $15^{\circ} 41'$  East MAG. 164.7 feet to a stake being  $27\frac{1}{2}$  feet West from the center line of aforesaid flume; thence North  $12^{\circ} 30'$  East MAG. 141.2 feet to a stake being  $27\frac{1}{2}$  feet West from center line of aforesaid flume; thence South  $77^{\circ} 30'$  East MAG. 22 feet to a stake set  $5\frac{1}{2}$  feet West from center line of aforesaid flume; thence North  $12^{\circ} 30'$  East MAG. 2101 feet to the point of beginning, containing 3.95 acres.

A right of way over a portion of Section 5,  
Township 2 South, Range 4 West San Bernardino Base  
and Meridian, described as follows:

Commencing on the North line of Section 5  
Township 2 South Range 4 West, San Bernardino Base and  
Meridian, 1055.5 feet East of the Northwest Corner  
of said Section 5; thence South  $12^{\circ} 04'$  West 1304.2  
feet to the South line of Lot 10 of the Lands of  
the East Riverside Land Company, being a subdivision  
of said Section 5, a plat of which is on record in the  
Recorder's office in San Bernardino County, California.  
The above right of way to be 33 feet wide being  $16\frac{1}{2}$   
feet on each side of the above described center line  
and containing 1 acre. Also a right of way along  
Spanish Town Arroyo embracing the Main Canal, a dam,  
and side ditches to protect the Main Canal. Commencing  
on the South line of said Lot No. 10 of the Lands of  
The East Riverside Land Co. and 81.4 feet East  
of the South West Corner of said Lot; thence East  
120 feet; thence South,  $31^{\circ} 20'$  East 100 feet; thence  
South  $54^{\circ} 20'$  West 70 feet; thence South  $50^{\circ} 40'$  West  
105 feet; thence South  $24^{\circ}$  West 45 feet; thence South  
 $12^{\circ} 30'$  West  $120 \frac{6}{10}$  feet; thence South  $27^{\circ} 45'$  West  
 $108 \frac{7}{10}$  feet; thence South  $20^{\circ} 20'$  West  $201 \frac{4}{10}$  feet;  
thence South  $43^{\circ} 45'$  West 50 feet; thence South  $63^{\circ} 50'$   
West  $86 \frac{2}{10}$  feet; this course crossing the South line  
of Lot 24 of the Lands of the East Riverside Land Company  
 $130 \frac{25}{100}$  feet West of the South East Corner of said Lot;  
thence South  $33^{\circ}$  West  $187 \frac{7}{10}$  feet; thence South  $50^{\circ} 40'$   
West 155 feet; thence North  $61^{\circ}$  West 50 feet; this course  
crossing the Riverside Water Companies Canal at Station,  
151-78 of the survey of said Canal; thence North  $29^{\circ}$  East  
1000 feet; thence North  $24^{\circ} 10'$  East 120 feet to place of  
beginning; containing  $3 \frac{4}{10}$  acres.

Also a right of way 50 feet wide being 25 feet

Parcel No. 48 -

Continued

on each side of the center line of said Riverside Canal;  
Commencing at Station 151 + 78 of said Canal and running  
on a curved line in Southwesterly direction to inter-  
section with the West line of said Section 5; the said  
intersection being at Station 156, and 37 feet North  
of the 1/4 Section corner on the West line of said  
Section 5; said right of way being 422 feet long.

SYS

Parcel No. 49

That portion of Lot 23, according to Map showing Lands of the East Riverside Land Company, in Section 5, Township 2 South, Range 4 West, SAN BERNARDINO BASE AND MERIDIAN, in the County of San Bernardino, State of California, as per plat recorded in Book 6 of Maps, page 44, records of said County, described as follows:

COMMENCING at the intersection of the west line of said Lot 23 with the South line of DeBerry Street; thence South  $0^{\circ} 03' 37''$  East, 102.25 feet to the South corner of the parcel of land conveyed to Southern Sierras Power Company by Deed recorded July 15, 1912 in Book 512 of Deeds, page 26, for the true point of beginning; thence North  $28^{\circ} 41'$  East (recorded North  $29^{\circ}$  East) 67.01 feet; thence North  $24^{\circ} 08' 06''$  East (recorded North  $24^{\circ} 10'$  East) 120.0 feet to a point on the North line of DeBerry Street; thence North  $89^{\circ} 58' 06''$  East (recorded East) 120 feet; thence South  $31^{\circ} 21' 54''$  East (recorded South  $31^{\circ} 20'$  East) 100 feet; thence South  $54^{\circ} 18' 06''$  West (recorded South  $54^{\circ} 20'$  West) 70 feet; thence South  $50^{\circ} 38' 06''$  West (recorded South  $50^{\circ} 40'$  West) 105 feet; thence South  $23^{\circ} 58' 06''$  West (recorded South  $24^{\circ} 00'$  West) 45 feet; thence South  $12^{\circ} 28' 06''$  West (recorded South  $12^{\circ} 30'$  West) 120.6 feet; thence South  $27^{\circ} 43' 06''$  West (recorded South  $27^{\circ} 45'$  West) 108.7 feet; thence South  $20^{\circ} 18' 06''$  West (recorded South  $20^{\circ} 20'$  West) 57.56 feet more or less to the west line of Lot 23; thence North  $0^{\circ} 03' 37''$  West along the west line of said Lot, 333.95 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM any portion lying within De Berry Street, or the State Highway.

Parcel No. 50

That portion of Lot 24, according to Map showing Lands of the East Riverside Land Company, in Section 5, Township 2 South, Range 4 west, SAN BERNARDINO BASE AND MERIDIAN, in the County of San Bernardino, State of California, as per plat recorded in Book 6 of Maps, page 44, records of said County, described as follows:

BEGINNING at the Southeast corner of said Lot 24; thence West along the South line of said Lot, 289.05 feet; thence North  $28^{\circ} 41'$  East 600.74 feet to a point in the East line of said Lot 24; thence South along the East line of said Lot 24 to the point of beginning.

SAVING AND EXCEPTING therefrom that portion described as follows;

BEGINNING at the Southeasterly corner of said Lot 24; thence South  $89^{\circ} 58'$  West along the Southerly line of said Lot 24, 129.66 feet to a point thereon; thence North  $63^{\circ} 48' 6''$  East, 50.15 feet; thence North  $43^{\circ} 43' 6''$  East, 50 feet; thence North  $20^{\circ} 18' 6''$  East, 143.84 feet more or less, to a point on the Easterly line of said Lot 24; thence South  $0^{\circ} 3' 37''$  East, 193.1 feet more or less to the point of beginning.

Parcel No. 51

A right of way over all that land in the County of San Bernardino, State of California, described as follows:

Commencing at a point 37 feet North of the quarter section corner on the East line of Section 6, Township 2 South, Range 4 West, San Bernardino Base Line and Meridian, said point being station 156 of the survey of the new canal of the Riverside Water Company from Warm Creek to the upper Riverside Canal, so-called; thence parallel to the center line of said survey, and 25 feet from said center line, on each side thereof, and running in a southwesterly direction, 1125 feet, to the Station 167 + 25 of said survey, the same being at a point on the East line of land covered by the right of way of the California Southern Rail Road Company: the foregoing strip of land being 1125 feet long and 50 feet wide, containing 1.29 acres.

And also that tract of land in the County of San Bernardino, State of California, described as follows, to-wit: Commencing at a point on the West line of land, covered by the right of way of the California Southern Rail Road Company, Station 169 + 60.9 of the survey of the new canal of the Riverside Water Company from Warm Creek, to the upper Riverside Canal; thence parallel to the center line of said survey, and 25 feet from it, on each side of said center line, in a Southwesterly direction 1859 feet, to station 188 + 20, being at a point on the South boundary of Section 6, in Township 2, South, Range 4 West, San Bernardino Base Line and Meridian, and 1553 feet west of the Southeast corner of said Section 6. The said strip of land being 1859 feet long and 50 feet wide and containing 2.13 acres.

573

Parcel No. 52

A right of way for pipe line over a portion  
of Section 6, Township 2 South, Range 4 West, SAN  
BERNARDINO BASE AND MERIDIAN as contained in deed  
from Williams to Riverside Water Company dated  
May 12, 1913 and recorded in Book 530 of Deeds,  
Page 64, Records of San Bernardino County, California.

573

Parcel No. 53

All that portion of Lot 46 of the Bandini Donation as shown by map on file in Map Book 3, page 24 and map Book 17, page 67, Records of San Bernardino County, more particularly described as follows:

Commencing at a corner of said Lot 46, which point is also the Southwest corner of Lot 47 of said Bandini Donation; thence North  $88^{\circ} 41' 01''$  West, a distance of 212.45 feet to the true point of beginning; thence North  $85^{\circ} 41'$  West, a distance of 100.00 feet; thence South  $04^{\circ} 19'$  West, a distance of 50.00 feet; thence South  $85^{\circ} 41'$  East, a distance of 100.00 feet; thence North  $04^{\circ} 19'$  East, a distance of 50.00 feet to the point of beginning.

TOGETHER with all water rights, easements, rights of way or other interest of the Riverside Water Company in and to said lot 46.

573

62

Parcel No. 54

All that portion of Lots 52 and 53 of BANDINI DONATION, in the County of San Bernardino, State of California, as per plat recorded in Book 3 of Maps, page 24, records of said County, described as follows:

BEGINNING on the North boundary of the Roubidoux Rancho at a point 586 feet East of the Southwest corner of Lot 52 of Bandini Donation; thence North  $32^{\circ} 50'$  East 73.7 feet; thence North  $60^{\circ} 45'$  East 400 feet; thence North  $56^{\circ} 40'$  East 35 feet; thence North  $51^{\circ}$  East 231.5 feet; thence North  $33'$  East 255 feet; thence North  $20^{\circ} 33'$  East 446.5 feet; thence North  $44^{\circ} 30'$  East 230.3 feet; thence South 1232.8 feet to the North boundary of Roubidoux Rancho; thence West along the said North boundary of Roubidoux Rancho, 1056.6 feet to the point of beginning, containing 13 acres of land, more or less.

TOGETHER WITH that certain easement known as the "Stockman Right of Way" as described in deed dated June 5, 1889 from Mathew Byrne and P. J. Stockman to Riverside Water Company and recorded June 5, 1889 in Book 100 of Deeds, page 181, records of San Bernardino County, California.

That certain Canal or water Ditch known as the Riverside Land and Irrigating Company's Canal No. 1 and which heads or commences on the Southerly bank of the Santa Ana River about 1/2 mile below the Bridge, Crossing said River and said Bridge being upon the road running from Colton to Riverside, and running thence in a Southerly and Westerly direction about 14 miles including a strip of land along the course of said Canal 16 1/2 feet on each side of the center thereof throughout its entire course together with all Water Rights and Water Privileges connected with or appurtenant to said Canal or used or engaged therewith. Also all lateral and cross canals, ditches, reservoirs and other structures connected with or appurtenant to said main canal.

That certain other canal or water ditch known as the Riverside Land and Irrigating Company's Canal No. 2 which said canal heads or commences on the Southerly Bank of said Santa Ana River about two miles below the afore-said Bridge and runs thence about 14 miles in a South-westerly direction including a strip of land along the course of said canal 16 1/2 feet on each side of the center thereof throughout its entire course together with all Water Rights and Water Privileges connected with or appurtenant to said canal or used or enjoyed therewith. Also all lateral and cross canals and ditches, reservoirs and other structures connected therewith or appurtenant to said main canal.

Together with all the rights, privileges and easements acquired by the Riverside Water Company in that certain deed from Riverside Canal Company to Riverside water Company dated September 21, 1885, and recorded September 23, 1885, in Book 42 of Deeds page 543, Records of San Bernardino County, California.

Also together with all rights of way, easements and privileges acquired by Riverside Water Company in that

Parcel No. 55

Continued

certain deed dated July 1, 1885 from Riverside Land and  
Irrigating Company to Riverside Water Company and recorded  
August 14, 1885 in Book 42, page 296, Records of San  
Bernardino County, California.

573

Parcel No. 56

A right of way over a portion of Section 7,  
Township 2 South, Range 4 west SAN BERNARDINO BASE  
AND MERIDIAN described as follows:

Commencing on the North line of said Section 7,  
1553 feet West of the Northeast corner of said Section 7,  
thence in a Southwesterly direction along the center line  
of Iowa Avenue in East Riverside, to intersection with  
the East line of Lot 60 in East Riverside, the said right  
of way having a width of 33 feet, being  $16\frac{1}{2}$  feet on each  
side of the above described center line and 2884 feet  
long.

573

Lots 60, 61 and 62 of EAST RIVERSIDE, as shown by Map recorded in Book 7 page 33 of Maps, records of San Bernardino County, California;

Excepting from said Lot 60 that portion thereof included within the County Road.

Also Excepting from said Lot 62 the portion thereof included in the State Highway.

Also Excepting from said Lots 60, 61 and 62 hereinabove described that portion thereof lying Southerly of the following described line;-

Beginning at a point on the Easterly line of the right of way of the Pacific Electric Railroad which bears North  $29^{\circ} 08'$  East, 305.48 feet from the intersection of said Easterly line with the Southerly line of Said Lot 62;

Thence in a general Easterly direction along the brow of a bluff, North  $73^{\circ} 35' 24''$  East, 2.95 feet;

Thence North  $61^{\circ} 45' 53''$  East, 185.55 feet;

Thence South  $82^{\circ} 15' 10''$  East, 54.83 feet;

Thence South  $60^{\circ} 33' 30''$  East, 130.90 feet;

Thence South  $76^{\circ} 36' 21''$  East, 60.61 feet;

Thence South  $64^{\circ} 58' 27''$  East, 42.12 feet;

Thence South  $35^{\circ} 08' 15''$  East, 82.57 feet;

Thence North  $85^{\circ} 11' 07''$  East, 74.34 feet;

Thence North  $88^{\circ} 30' 12''$  East, 213.65 feet;

Thence South  $88^{\circ} 16' 56''$  East, 51.70 feet;

Thence South  $81^{\circ} 36' 35''$  East, 50.44 feet;

Thence in a general Easterly direction following the general outline of a fence and brow of hill by the following courses and distances;

Thence South  $85^{\circ} 15' 56''$  East, 68.21 feet;

Thence North  $75^{\circ} 07' 52''$  East, 146.68 feet;

Thence South  $83^{\circ} 05'$  East, 135.69 feet;

Thence South  $75^{\circ} 15' 18''$  East, 84.12 feet;

Thence South  $57^{\circ} 06' 31''$  East, 145.86 feet;

Thence South  $45^{\circ} 53' 20''$  East, 63.02 feet;

Thence North 72° 07' East, 101.31 feet to a point on the westerly line of Iowa Avenue, as described in a deed to the County of Riverside and recorded August 18, 1915 in Book 406, page 337 of Deeds, Records of Riverside County, Calif.

573

All that portion of Lots 120, 121, 122, 131 and 133 of Lands of SOUTHERN CALIFORNIA COLONY ASSOCIATION, as shown by Map recorded in Book 7 page 3 of Maps, records of San Bernardino County, California, particularly described as follows:

Beginning at the common corner of Lots 120, 121, 132 and 133 of said lands of Southern California Colony Association;

Thence South  $84^{\circ} 47'$  West, 319.2 feet (319 feet of record);

Thence North  $59^{\circ} 47'$  West, 171.2 feet;

Thence North  $23^{\circ} 02'$  West 286.85 feet to the common corner of said Lots 121, 122, 131 and 132;

Thence North  $17^{\circ} 30'$  West, 437.8 feet;

Thence North  $53^{\circ} 50'$  West, 213.7 feet to the Southeasterly line of the right of way of the Lower Canal of the Riverside Water Company;

Thence South  $37^{\circ} 19'$  West along said Southeasterly line, 102 feet;

Thence South  $53^{\circ} 27'$  East, 175 feet;

Thence South  $17^{\circ} 55'$  East, 299 feet;

Thence South  $26^{\circ} 12'$  East, 184.4 feet to a point on the Easterly line of said Lot 122, distant South  $29^{\circ} 18'$  West, 105 feet from the common corner of said Lots 121, 122, 131 and 132;

Thence South  $19^{\circ} 35'$  East, 274 feet;

Thence South  $57^{\circ} 28'$  East, 225 feet;

Thence North  $84^{\circ} 16'$  East, 280.6 feet to a point on the Easterly line of said Lot 121, distant South  $29^{\circ} 15'$  West, 139.1 feet from the common corner of said Lots 120, 121, 132 and 133;

Thence South  $29^{\circ} 15'$  West along said Easterly line, 67.4 feet;

Thence North  $76^{\circ} 39'$  East, 211.8 feet;

Thence South  $74^{\circ} 27'$  East, 137 feet;

573

Parcel No. 58

Continued

Thence North  $74^{\circ} 19'$  East, 490.1 feet to the Westerly line of Colton Avenue;

Thence North  $29^{\circ}$  East along said Westerly line, 309.1 feet;

Thence South  $74^{\circ} 41'$  West, 890.3 feet (890.4 feet of record) to the point of beginning.

Said property is also shown on Map of Resurvey of Portions of Lots 120, 121, 122, 131 and 133 of said Lands of the Southern California Colony Association on file in Book 4 page 61 of Records of Survey, records of Riverside County, California.

A portion of said property is shown as Lot 11 of Assessor's Map No. 27 on file in Book 1 page 27 of Assessor's Maps, records of said Riverside County.

573

Parcel No. 59

Lot 9 of ADDITION TO BANDINI DONATION, as shown by Record Survey on file in Book 1 page 3 of Records of Survey, records of Riverside County, California.

Parcel No. 59A

Lot 1 in Block 2 of PANN SUBDIVISION, as shown by Map on file in Book 7, page 12 of Maps, records of Riverside County, California;

EXCEPTING therefrom that portion described in deed to the State of California recorded July 23, 1948 in Book 996, page 556 of Official records, described as follows: Beginning at a point on the Westerly line of Lot 7 in Block 2 of said Pann Subdivision, distant North  $00^{\circ} 26' 50''$  West, 45.88 feet from the Southwest corner of said Lot 7; thence North  $00^{\circ} 26' 50''$  East, 104.07 feet, to the Northwest corner of said Lot 7; thence North  $89^{\circ} 00' 58''$  west, 40 feet along the Southerly line of said Lot 2, to the Southwest corner thereof; thence North  $24^{\circ} 55' 27''$  East, 130.19 feet along the Westerly lines of said Lots 1 and 2 to the Northwesterly corner of said Lot 1; thence South  $89^{\circ} 09' 50''$  East, 110.72 feet, along the Northerly line of said Lot 1; thence South  $29^{\circ} 44' 30''$  west, 136.06 feet; thence North  $89^{\circ} 00' 58''$  west, 8.08 feet to the Northeast corner of said Lot 7; thence South  $00^{\circ} 26' 50''$  West 14.48 feet; thence South  $29^{\circ} 44' 30''$  West, 102.18 feet to the point of beginning.

573

Parcel No. 60

All that portion of Lot 30 in Block 3 of the PANN  
SUBDIVISION, as shown by Map on file in Book 7 page 12 of  
Maps, records of Riverside County, California, particularly  
described as follows:

573

Beginning at a point on the Easterly line of said  
Lot, 65 feet Northerly from the Southeasterly corner thereof;

Thence Southerly along said Easterly line, 65 feet  
to the Southeasterly corner of said Lot;

Thence Westerly along the Southerly line thereof,  
48.07 feet;

Thence Northeasterly 81.53 feet to the point of  
beginning.

Parcel No. 61

All that portion of Lot 11 of Greens Subdivision  
as shown by map on file in Map Book 11, page 29, Records of  
Riverside County, California, described as follows:

Beginning at the Northeast corner of said Lot 11,  
thence West along the North line of said lot 15.55 feet;  
thence South 10° 37' West 81.02 feet; thence Southeasterly  
9.32 feet to the northerly right of way line of the Upper  
Canal of the Riverside Water Company; thence Northerly  
along said right of way line 86 feet to the point of  
beginning.

Parcel No. 62

All that portion of Lot 5 of the WILBUR TRACT as shown by map on file in Map Book 4, page 36, records of San Bernardino County, California lying Northwest of the Atchison, Topeka and Santa Fe Railroad right of way;

Excepting therefrom that portion contained in the right of way of the Riverside Water Company Canal.

Parcel No. 63

All that portion of Lot 11 of the WILBUR TRACT as shown by map on file, in Map Book 4 page 36, records of San Bernardino County, California, lying West of the Westerly right of way line of the Atchison, Topeka and Santa Fe Railroad.

Excepting therefrom the portion in the right of way of the Upper Canal of the Riverside Water Company.

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Parcel No. 64

That portion of Lot 1 of C. H. WILBUR TRACT,  
as shown by map on file in Book 6, Page 4 of Maps,  
Records of San Bernardino County, California, described  
as follows:

Commencing at the most Easterly corner of that  
certain parcel of land as conveyed to the State of  
California by a Parcel "A" of deed recorded October 18,  
1955 in Book 1808, Page 123 of Official Records of said  
Riverside County, said most Easterly corner being on the  
Northerly line of the right of way of the Upper Canal of  
the Riverside Water Company; thence along said Northerly  
line being a non-tangent curve concave Northwesterly with  
a radius of 408.50 feet, from a tangent bearing South 49°  
26' 02" West, through an angle of 05° 11' 58", a distance  
of 37.07 feet to the True Point of Beginning; thence  
Course "A" North 72° 18' 12" West 104.14 feet; thence  
Course "B" North 86° 12' 01" west 80.03 feet; thence South  
21° 09' 24" East 111.60 feet to said Northerly line;  
thence along said Northerly line North 68° 50' 36" East  
53.38 feet; thence continuing along said Northerly line  
being a tangent curve concave Northwesterly with a radius  
of 408.50 feet, through an angle of 14° 12' 36", a distance  
of 101.31 feet to the True Point of Beginning.

Containing 10,120 square feet, more or less.

Parcel No. 65

Lot 5 and the Northerly two feet of Lot 6 and the  
Southerly 25 feet of Lot 4 of SHUGARTS SUBDIVISION, as shown  
by Map recorded in Book 5, page 69 of Maps, records of San  
Bernardino County, California.

573

Parcel No. 66

All that portion of Lot 26 of the Lands of the SOUTHERN CALIFORNIA COLONY ASSOCIATION, as shown by Map recorded in Book 7 page 3 of Maps, records of San Bernardino County, California, particularly described as follows:

Beginning at a point on the Southeasterly prolongation of the Northeasterly line of Shugart Street as shown on Map of Shugart Homestead Tract, on file in Book 7 page 40 of Maps, records of Riverside County, California, said point being South  $61^{\circ} 00'$  East along said prolonged Northeasterly line, 187.02 feet from the Southeasterly line of Shugart Drive as shown on said Map of Shugart Homestead Tract;

Thence Northwesterly along said prolonged Northeasterly line of Shugart Street, 60 feet;

Thence North  $35^{\circ} 05'$  East, 60 feet;

Thence Southeasterly and parallel with said prolonged Northeasterly line of Shugart Street, 60 feet;

Thence South  $35^{\circ} 05'$  West, 60 feet to the point of beginning.

523

A right of way and easement for a canal over, across and upon the following described premises, to wit:

A strip of land of the uniform width of 33 feet through, over and across Blocks 1, 2 and 3, Range 1, Town (now City) of Riverside, as per map recorded in Book 7, page 17, of Maps, Records of San Bernardino County, California, and being 16.5 feet on each side of the following described center line, to wit:

Beginning at a point in the center line of the upper canal of the Riverside Water Company, distant 90.5 feet Northeastly from the Southerly line of said Block 1, Range 1; thence South 13 degrees 39 minutes 30 seconds East 72.00 feet to a point; thence South 38° 39' 30" East 71.00 feet to a point; said last mentioned point being distant 11.1 feet Westerly, measured at right angles, from the Easterly line of said block 1, Range 1; thence, South 28° 51' West 682.00 feet, more or less, to the intersection of the center line of said upper canal, said last described line being parallel to, and distant 11.1 feet Westerly, measured at right angles, to the Easterly line of said Blocks 1, 2 and 3, Range 1;

Saving and excepting that portion of the above described 33 foot strip lying outside of the Easterly line of Blocks 1, 2 and 3, Range 1.

ALSO, a strip of land of the uniform width of 33 feet through, over and across Lot 1, Southern California Colony Association Lands, City of Riverside, as per map recorded in Book 7, page 3, of Maps, Records of San Bernardino County, and being 16.5 feet on each side of a center line particularly described as follows, to wit:

Beginning at a cement point set at the intersection of the center line of 14th and Olive Streets, City of Riverside, California; thence North 61° West 22.5 feet to a point; thence South 30° 43' West 140.0 feet to a point in the center line of the upper canal of

Parcel No. 67

Continued

the Riverside Water Company in said Lot 1; which last mentioned point is the true point of beginning; thence continuing South 30° 43' west 271.1 feet to a point; thence South 89° 25' west, 83.0 feet to a point in the center line of said canal, said right of way being more particularly described as follows, to wit: being a strip of land on each side of the hereinbefore described center line, with a uniform width of 33.00 feet, being 16.5 feet in width on each side of said center line;

Saving and excepting that portion of the above described 33 foot strip lying outside of the right of way of San Pedro, Los Angeles & Salt Lake Railroad Company across said Lot 1.

573

Parcel No. 68

All that portion of Olive Street, as shown on Map of the Town of Riverside, recorded in Book 7 page 17 of Maps, records of San Bernardino County, California, being more particularly described as follows:

573

Beginning at the point of intersection of the Southeasterly line of Olive Street with the Northeastly line of 12th Street, as said streets are shown on said Map;

Thence Northwesterly on a prolongation of the Northeastly line of 12th Street, 15 feet;

Thence North  $29^{\circ} 0'$  East along a line which is parallel to and distant 15 feet Northwesterly at right angles from the Southeasterly line of Olive Street, a distance of 563.74 feet;

Thence North  $27^{\circ} 41' 30''$  East, 163.02 feet, to a point in the Northwesterly prolongation of the Southwesterly line of 10th Street;

Thence Southeasterly along said Northwesterly prolongation, 18.73 feet to the intersection of the Southwesterly line of 10th Street with the Southeasterly line of Olive Street;

Thence Southwesterly along said Southeasterly line of Olive Street to the point of beginning.

Parcel #68A.

All water rights, easements, reservations, rights of way or other interest of the Riverside Water Company in and to that portion of Block 6, Santa Fe Tract as shown by map on file in Book 6, page 14 of Maps, records of San Bernardino County, California described as follows:

Beginning at the Northeast corner of said Block 6, thence South 29° 00' West, along the Easterly line of said Block 6, a distance of 160 feet to a point which is the true point of beginning; thence continuing North 61° 00' West, 25 feet; thence North 29° 00' East, a distance of 51 feet; thence South 61° 00' East a distance of 25 feet; thence South 29° 00' West, a distance of 51 feet to the true point of beginning.

Together with a right of way over, across, upon and through the following described land:

A. That portion of Block 6 of the Santa Fe Tract according to map thereof recorded in Book 6 of Maps at Page 14, Records of San Bernardino County, California more particularly described as follows:

Beginning at a point on the Northerly line of said Block 6, distant thereon 185 feet Westerly from the Northeast corner thereof; thence at right angles Southerly and parallel with the Easterly line of said Block 6, 160 feet; thence Westerly at right angles 6.6 feet more or less to a point 25 feet Easterly measured at right angles from the Easterly line of the Jurupa Rancho; said last mentioned point being on the line described as the second course in the description set forth in that certain deed dated May 27, 1886 and recorded in Book 46, of deeds pages 537 et. seq. records of San Bernardino County California; thence Northerly along the second course of the above mentioned deed description, which course is parallel to the Easterly line of the Jurupa Rancho and 25 feet distant

573

Parcel #68A. Continued

therefrom, a distance of 160 feet to a point on the Northerly line of said Block 6; thence Easterly on said Northerly line of Block 6, 6.6 feet more or less to the P.O.B.

B. A parcel of land situate in the City of Riverside, County of Riverside, State of California, being a portion of the land described in that certain deed dated May 27, 1886, recorded in Book 46 of Deeds, pages 537 et seq., Records of San Bernardino County, California, said parcel being described as follows:

Beginning at the intersection of the East line of the Jurupa Rancho with the South line of White's Addition to the City of Riverside, according to map of said Addition recorded May 3, 1886, in Book 3 of Maps, Records of said San Bernardino County; thence Northerly on said Rancho line a distance of 375.57 feet, more or less, to a point distant 91.40 feet Southerly on said Rancho line from the Southern line of Tenth Street, 66. feet wide, as now existing; thence Northerly in a direct line a distance of 94.25 feet to a point in said Southern line of Tenth Street distant 22.92 feet Easterly on said Southern line of Tenth Street from its intersection with said Rancho line; thence Easterly on said Southern line of Tenth Street a distance of 57.68 feet to a point in the Eastern line of said land described in the above mentioned deed; thence Southerly on said Eastern land line a distance of 150 feet to an angle point in said Eastern land line; thence Westerly on said land line a distance of 55.6 feet to an angle point therein; thence Southerly on said land line a distance of 305 feet, more or less, to a point in said South line of White's Addition; thence Westerly on said South line 28.69 feet, more or less, to the point of beginning; said last three courses being the third, second and first courses respectively described in said deed. Said parcel contains an area of 0.43 of an acre, more or less.

Parcel No. 69

Lots 13 and 14 of MULBERRY HILL TRACT, as shown by Map on file in Book 10 page 98 of Maps, records of Riverside County, California.

Excepting therefrom that portion of said Lot 13 and Lot 14, lying within the State Highway.

Parcel No. 70

That portion of Lot 193 of the LANDS OF THE SOUTHERN CALIFORNIA COLONY ASSOCIATION, as shown by Map recorded in Book 7, Page 3 of Maps, Records of San Bernardino County, described as follows:

BEGINNING at the intersection of Southeasterly line of the San Pedro, Los Angeles and Salt Lake (Union Pacific) Railroad Company's right of way 220 feet in width, with the Northerly line of the right of way of the Riverside Water Company's upper canal, 33 feet in width; thence along said Southeasterly right of way line, being a non-tangent curve concave Northwesterly with a radius of 3,384.17 feet from a tangent bearing North 58° 06' 50" East, through an angle of 7° 13' 54", a distance of 427.14 feet; thence Course "A" South 7° 36' West 88.77 feet; thence Course "B" South 35° 51' 16" East 80.43 feet; thence Course "C" South 2° 18' 57" East 34.42 feet to said Northerly right of way line of the Riverside Water Company Canal; thence along said Northerly line South 68° 13' 14" West 9.00 feet; thence South 13° 48' 56" West 77.28 feet; thence South 49° 57' 21" West 28.73 feet; thence North 88° 25' 27" West 39.49 feet; thence South 54° 50' 20" West 73.71 feet; thence North 81° 37' 14" West 128.44 feet; thence North 61° 25' 12" West 123.73 feet to the POINT OF BEGINNING.

Containing 1.41 acres, more or less.

BOOK 5438 PAGE 412

Parcel No. 71

Lots 34, 35 and 36 of the Magnolia Center Tract,  
as shown by map on file in Book 17, page 46 of Maps, Records  
of Riverside County, California

573

Parcel No. 72

Lot 10, Block 12 of Orange Acres #3 as shown by  
Map on file in map book 16, Page 47, Records of Riverside  
County, California

573

Parcel No. 73

All that portion of Lots 5 and 6 in Block 19 of RIVERSIDE LAND AND IRRIGATING COMPANY LANDS, as shown by Map recorded in Book 1 page 70 of Maps, records of San Bernardino County, California which lies Southeasterly of the following described line:

Beginning at the most easterly corner of Lot 22 of the Petersen Subdivision as shown by Map on file in Book 23 pages 50 and 51 of Maps, records of Riverside County, California, said corner being also a point on that certain compromise line established between M. B. Petersen and the Riverside Water Company, by Deeds recorded August 18, 1949 in Book 1102 pages 427 and 430 respectively of Official Records of Riverside County, California.

Thence North  $26^{\circ} 40' 06''$  East, along said compromise line, 120.93 feet to an angle point thereon:

Thence North  $43^{\circ} 43' 36''$  East, 60.96 feet to an angle point thereon;

Thence North  $57^{\circ} 26' 50''$  East, 0.14 feet, more or less, to the point of intersection with that certain compromise line established between M. B. Petersen and the Catholic Church by Deeds recorded July 7, 1950 in Book 1187 pages 189 and 190 of Official Records of Riverside County;

Thence continuing North  $57^{\circ} 26' 50''$  East, 83.07 feet to an angle point thereon;

Thence North  $46^{\circ} 29' 40''$  East, 81.08 feet, more or less, to the point of intersection with the Northeast-erly line of that certain parcel of land conveyed to M. B. Petersen, et ux, by Deed recorded March 13, 1951 in Book 1252 page 421 of Official Records of Riverside County, California.

573

523

All that portion of Lots 6 and 7 in Block 30 of the lands of the Riverside Land and Irrigating Company, as shown by Map recorded in Book 1, page 70 of maps, Records of San Bernardino County, California, and particularly described as follows:

Beginning at the common corner of Lots 2 and 3 in said Block 30 on the Southerly line of Indiana Avenue;

Thence North 56° 23' East along the Southerly line of Indiana Avenue, 25 feet to the Easterly line of Gibson Street;

Thence South 33° 37' East along the Easterly line of Gibson Street, 1243.70 feet to a point 16½ feet Northerly from, measured at a right angle to, the center line of the right of way of the Upper Canal of the Riverside Water Company;

Thence South 77° 38' West, 53.78 feet to the Westerly line of said Gibson Street at a point 16½ feet Northerly from, measured at a right angle to, the center line of said right of way;

Thence Westerly parallel with and 16½ feet Northerly from, measured at right angle to, the said center line to a point on the Westerly line of said Lot 6, which point is distant South 33° 37' East, 325.1 feet from the common corner of Lots 3, 4, 5 and 6 in said Block 30;

Thence, South 02° 39' East, 38.75 feet to a point 16½ feet Southerly from, measured at a right angle to, the center line of the said right of way;

Thence North 65° 28' East, 45.74 feet;

Thence South 84° 52' East, 44.38 feet;

Thence South 70° 03' East, 130.8 feet;

Thence South 83° 54' East, 59.71 feet;

Thence North 80° 26' East, 71.88 feet;

Thence North 62° 10' East, 94.25 feet;

Thence North 15° 27' East, 131.23 feet;

75

Parcel No. 74 - Continued

Thence North 60° 25' East, 62.68 feet;

Thence North 69° 26' East, 110.52 feet;

Thence North 80° 46' East to a point in the  
Easterly line of Gibson Street;

Thence Northerly along the Easterly line of  
Gibson Street to the point of beginning.

573

## Parcel No. 75

Lots 11, 14, 15 and 16 of BALMORAL HEIGHTS, as shown by Map on file in Book 11 page 93 of Maps, records of Riverside County, California.

Also that portion of Lot 1 of said Balmoral Heights described as follows:

The Northwesterly 6 feet of said Lot 1, said distance being measured at right angles to the Northerly line thereof and extending from the Westerly line of Harrison Street to the Westerly line of said Lot 1.

## Parcel 76

A right of way for the use of the Riverside Water Company as set forth in that certain deed dated April 6, 1893 from Riverside Land Company to the City of Riverside and recorded July 7, 1893 in Book 3 of Deeds page 115 et seq., Records of Riverside County, California.

## Parcel No. 77

A right of way for the construction and maintenance and repair of canals and ditches and other conduits of water as reserved to the Riverside Water Company in that certain deed dated July 1, 1885 from Riverside Land and Irrigating Company to Riverside Land Company and recorded August 14, 1885 in Deed Book 42, page 309, Records of San Bernardino County, California.

Parcel No. 78

All that certain real property being within the County of Riverside, State of California as conveyed by that certain indenture dated Feb. 8, 1895, between H. B. Praed and J. P. Moulton, parties of the first part and RIVERSIDE WATER COMPANY, party of the second part, and recorded Feb. 20, 1895 in Book 15 of Deeds, page 405, Records of Riverside County, more particularly described as follows:

573

A strip of land 40 feet wide being 20 feet on each side of the center line of the Riverside Water Company Canal as constructed on Feb. 8, 1895, wherever it entered upon the lands of said parties of the first part, beginning at the East line of Section 24, Township 3 South of Range 6 West, San Bernardino Base and Meridian, and following thence westerly along the line of said canal, as then constructed to a point on the southerly line of Lot number 9 in Block number 62 of the lands of the Riverside Land and Irrigating Company, a map of which is of record in the office of the Recorder of San Bernardino County, California.

All of Lot 6 and a portion of Lots 2, 3 and 7 in Block 45 and a portion of Lots 13 and 14 in Block 46 of the Lands of the RIVERSIDE LAND AND IRRIGATING COMPANY, as shown by map recorded in Book 1 page 70 of maps, records of San Bernardino County, California, said property being particularly described as follows:

Commencing at the common corner of Lots 2 and 3 of said Block 45 on the Southerly line of Indiana Avenue;

Thence South  $56^{\circ} 17'$  West along said Southerly line and the extension thereof, 264.9 feet to the Westerly line of the right of way of the canal of the Riverside Water Company for the point of beginning;

Thence South  $07^{\circ} 22'$  East, 76.65 feet;

Thence South  $39^{\circ} 02'$  East, 75 feet;

Thence South  $69^{\circ} 00'$  East, 65 feet;

Thence South  $81^{\circ} 20'$  East, 344 feet to the Easterly line of said Lot 3;

Thence South  $81^{\circ} 20'$  East, 151.2 feet;

Thence South  $54^{\circ} 02'$  East, 141 feet to the Southerly line of said Lot 2;

The last six courses following along the Southerly line of the right of way of the canal of the Riverside Water Company;

Thence Southeasterly along the Southwesterly line of said right of way through said Lot 7 to the Southerly boundary of said Lot 7;

Thence in a general Westerly direction along the Southerly boundary of said Lot 7 to the most Easterly corner of said Lot 6;

Thence North  $75^{\circ} 21'$  West along the Southerly line of said Lot 6; 21 feet to corner Number 37 on said line;

Thence North  $63^{\circ} 36'$  West along the Southerly lines of said Lots 6, 3 and 13, 1654.8 feet to corner No. 38 on said Southerly line of Lot 13;

Thence South  $69^{\circ} 10'$  West along said Southerly line of Lot 13, 184.3 feet to the Southerly line of the

right of way of the Canal of the Riverside Water  
Company;

Thence North  $44^{\circ} 42'$  East, 127 feet;  
Thence North  $71^{\circ} 40'$  East, 75 feet;  
Thence South  $68^{\circ} 35'$  East, 104 feet;  
Thence South  $88^{\circ} 47'$  East, 80 feet;  
Thence North  $64^{\circ} 53'$  East, 60 feet;  
Thence North  $42^{\circ} 09'$  East, 65 feet;  
Thence North  $26^{\circ} 04'$  East, 240 feet;  
Thence North  $32^{\circ} 43'$  East, 75 feet;  
Thence North  $51^{\circ} 14'$  East, 100 feet;  
Thence North  $73^{\circ} 27'$  East, 75 feet;  
Thence South  $43^{\circ} 17'$  East, 80 feet;  
Thence South  $16^{\circ} 25'$  East, 90 feet;  
Thence South  $02^{\circ} 58'$  East, 240 feet to the point  
of beginning.

The last 13 courses following along the Southerly  
line of the Right of way of the Canal of the Riverside  
Water Company.

Said property is also shown on Record Survey on  
file in Book 4, page 19 of Records of Survey, records of  
Riverside County, California.

Also, all that portion of the Southwest Quarter  
of Section 23 and of the Northwest Quarter of Section 26,  
in Township 3 South, Range 6 West, San Bernardino Base  
and Meridian, as shown by sectionized survey of the  
Rancho El Sobrante de San Jacinto, recorded in Book 1,  
page 8 of Maps, records of San Bernardino County, Calif-  
ornia, particularly described as follows:

Commencing at a two-inch iron pipe which is  
South  $33^{\circ} 46'$  East, 791.7 feet from the Southeast corner  
of Lot 8 in Block 51 of the Lands of the RIVERSIDE LAND  
AND IRRIGATING COMPANY, as shown by Map recorded in Book 1  
page 70 of Maps, records of San Bernardino County, Calif-  
ornia;

573

Parcel No. 79

Continued

3

Thence South 06° 57' East, 470.5 feet;

Thence South 04° 19' West, 301.9 feet;

Thence South 13° 24' East, 15.75 feet;

Thence South 76° 56' East, 150.91 feet for the

point of beginning;

Thence South 76° 56' East, 516.59 feet;

Thence South 73° 16' East, 155 feet;

Thence South 49° 33' East, 95.1 feet;

Thence South 67° 33' East, 579.4 feet;

Thence North 78° 49' East, 344.5 feet;

Thence North 32° 38' East, 638.36 feet to corner

No. 37 of the C.C. Miller Survey of 3721.12 acres of a portion of the Rancho El Sobrante de San Jacinto, deeded to the Riverside Land and Irrigating Company;

Thence North 63° 36' West, 39.45 feet;

Thence South 88° 17' West, 83.2 feet;

Thence South 83° 05' West, 92 feet;

Thence South 86° 06' West, 103 feet;

Thence South 87° 36' West, 118 feet;

Thence North 75° 39' West, 117 feet;

Thence North 69° 06' West, 114 feet;

Thence South 89° 54' West, 123.05 feet;

Thence North 56° 20' West, 295.03 feet;

Thence North 21° 57' West, 98 feet;

Thence North 03° 33' West, 123.05 feet;

Thence North 06° 55' East, 83.93 feet;

Thence North 63° 36' West to a point which is North 63° 36' West, 1513.21 feet from corner No. 37 of the C. C. Miller Survey above referred to;

Thence South 34° 59' West, 1037.61 feet to the point of beginning, estimated to contain 24.80 acres.

573

Parcel No. 80

All that portion of Section 33, Township 3 South, Range 6 West, San Bernardino Base and Meridian, described as follows:

Beginning at the intersection of the Westerly line of that parcel of land deeded to William H. Rapson and recorded in Book 876, page 531 of Deeds, Records of Riverside County, California, with the Southerly line of the canal right-of-way of the Riverside Water Company; thence along said Westerly line of the Rapson land South  $1^{\circ} 30'$  West, 300 feet; thence North  $88^{\circ} 30'$  West, 200 feet; thence North  $1^{\circ} 30'$  East, 256.58 feet to said Southerly line of the canal right-of-way; thence on said right-of-way line North  $79^{\circ} 15'$  East, 204.66 feet to the point of beginning, and estimated to contain 1.3 acres.

Also a right-of-way for road purposes 25 feet in width-Southerly of and parallel to the Southerly line of the right-of-way of the Riverside Water Company's canal and extending from Grant Street and the extension of Grant Street to the above described property to be used in common by owners of land in said Section 33, Township 3 South, Range 6 West, San Bernardino Base and Meridian.

573

1 Together with any and all other property of  
2 Defendant Riverside Water Company described in said  
3 stipulation.

4 7. A copy of this Judgment and Final Order of  
5 Condemnation shall be filed in the office of the Recorder of  
6 Riverside County and in the office of the Recorder of San  
7 Bernardino County, and thereupon the interest of the  
8 Defendant Riverside Water Company in the foregoing property  
9 shall vest in the Plaintiff City of Riverside for said uses and  
10 purposes.

11 Dated: This 23rd day of May, 1961.

12  
13 **RUSSELL S. WAITE**  
14 JUDGE OF THE SUPERIOR COURT

15  
16 The foregoing Judgment in Eminent Domain and Final  
17 Order of Condemnation is hereby approved as to form and as  
18 being in compliance with the stipulation of the parties.

19  
20 *[Signature]*  
21 Island J. Thompson, City Attorney  
22 of the City of Riverside  
23 BEST, BEST & KRIEGER

24 By Arthur L. Hinton  
25 Attorneys for Defendant,  
26 Riverside Water Company

27 By Donald W. Stark  
28 Attorneys for Temescal Water  
29 Company

30 ENTERED

31 MAY 23 1961

32 DOCUMENT BOOK 89 PG 187

THE DOCUMENT TO WHICH THIS JUDGMENT IS ATTACHED IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE.

ATTEST May 23 - 1961  
G. A. PEQUEGNAT County Clerk and Clerk of the Superior Court  
of the State of California,  
in and for the County of Riverside  
[Signature] DEPUTY  
SEAL

93

BEST, BEST & KRIEGER  
ATTORNEYS AT LAW  
4200 ORANGE STREET  
POST OFFICE BOX 1028  
RIVERSIDE, CALIFORNIA

573

AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of May, 1961, by and between the CITY OF RIVERSIDE, a municipal corporation of the State of California (herein referred to as "Riverside"), and TEMESCAL WATER COMPANY, a California corporation (herein referred to as "Temescal"),

WITNESSETH:

WHEREAS, Temescal has for many years owned water rights through Riverside Water Company, a mutual water company, which rights have been reduced to written agreements dated November 15, 1933; January 1, 1936; August 1, 1939; and April 1, 1951; and

WHEREAS, Riverside (being the municipality within whose boundaries the majority of the service area of Riverside Water Company is situate) has heretofore commenced proceedings pursuant to its powers of eminent domain to acquire the water rights and facilities of said mutual water company; and

WHEREAS, Temescal has interposed an answer in said eminent domain proceedings asserting its interest under said contracts in the property sought to be condemned, and further setting up the defense that said portion of the water rights and water system of Riverside Water Company owned by Temescal is already appropriated to the use of

Exhibit "A"

573

the City of Corona within the meaning of Section 1241 (3) of the Code of Civil Procedure; and

WHEREAS, Riverside by its duly elected and authorized officials has expressed an intention to accomplish no more by its condemnation proceeding than to acquire the said water rights and water system of Riverside Water Company subject to the charge and burden to serve certain existing water users, including Temescal; and

WHEREAS, Riverside further acknowledges the validity of said defense as claimed by Temescal; and

WHEREAS, the present contractual relationship between Temescal and Riverside Water Company is predicated, insofar as the determination of annual payments thereunder are concerned, upon the fact that Riverside Water Company is a nonprofit mutual water company; and

WHEREAS, after their acquisition by Riverside, the said water system and water rights will ultimately become an integral part of the municipal water system of said city, a substantial portion of which system has existed for many years; and

WHEREAS, it will not be practical to utilize the formula and the rules now applicable to the relationship between Temescal and Riverside Water Company in relation to the operations of the integrated system by Riverside; and

Exhibit "A"

WHEREAS, in recognition of said facts, Temescal and Riverside have renegotiated the terms of the agreements relating to said rights and desire to enter into an agreement which shall amend, clarify and supersede the existing agreements between Temescal and Riverside Water Company;

NOW THEREFORE, IN CONSIDERATION of the premises and of the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. Definitions. The following terms as used in this agreement shall have the meanings set forth in this paragraph:

(a) "Miner's Inch" -- a measure of the flow of water equal to one-fiftieth of a cubic foot per second.

(b) "Day Inch" -- the quantity of water resulting from the constant flow of one miner's inch for 24 hours, being approximately 1/25th of an acre foot.

(c) "Supplemental Water" -- water derived from a source other than rainfall, runoff, or underground storage within the watershed of the Santa Ana River, for example, water used directly from the Colorado River or the Feather River Project.

(d) "Riverside Water Company Canal" -- that

Exhibit "A"

certain concrete canal and pipeline together with the easements, rights of way and fee title therefor, extending southerly from the vicinity of the confluence of Warm Creek and Santa Ana River in San Bernardino County to a point in fractional Lot 12 of Block 61, Lands of Riverside Land and Irrigating Company, in Riverside County.

(e) "Point of Delivery" -- the so-called "Grant Street Drop", as presently established in fractional Lot 9 of said Block 61, of Lands of Riverside Land and Irrigating Company.

(f) "Free Rights" -- in connection with the acquisition of its water rights and other real property and facilities, Riverside Water Company has heretofore become obligated by contract, decree or deed to deliver certain quantities of water perpetually and without cost. Such rights are known and referred to as "free rights".

(g) "Labor Index" -- refers to the labor index compiled by and published in Engineering News Record. In the absence of specific designation, said term refers to the weighted average index for 20 cities, which for 1960 was 1419.5. In the event said index shall for any reason not be prepared or published or shall be substantially

Exhibit "A"

changed, then an alternate labor index shall be adopted by agreement of the parties or, in the absence thereof, by arbitration.

573

2. Temescal's Right to Water. The rights of Temescal in the water rights and water system acquired by Riverside from Riverside Water Company shall be as specified in this paragraph, subject to the payment of the amounts and performance of the covenants in this agreement contain.

(a) Quantity of Right. Temescal shall have a perpetual right to receive at the point of delivery a quantity of water equivalent to 21.85% of Riverside's right to produce water pursuant to the rights acquired by it from Riverside Water Company, computed after meeting all demands for free rights existing as of the date hereof. Said right shall not exceed 1,500,000 day inches in any consecutive ten (10) year period.

(b) Maximum Delivery Rate. Riverside agrees to deliver water to Temescal pursuant to its said right at such rate, not exceeding 650 miner's inches, as Temescal may from time to time order or require.

(c) Payment by Temescal for Water. Riverside shall bill Temescal monthly and Temescal shall

Exhibit "A"

573

pay on or before fifteen (15) days from the date of mailing said bill the following amounts:

(1) Standby Charge. The sum of \$2,700.00 per month commencing April 1, 1961.

(2) Inch Charge. The sum of 20¢ per day inch for water actually delivered.

(3) Escalation Provision. The rates of payment set forth in subparagraphs (1) and (2) hereof shall be subject to adjustment annually, as follows:

Re Standby Charge. As soon as the labor index is available for each calendar year, the standby charge shall be adjusted in direct proportion to any change in said labor index for that calendar year over or under the prior calendar year, and the differential resulting from such adjustment shall be paid to the party entitled thereto within fifteen (15) days after mailing of billing for the same. The monthly amount of the standby charge during a calendar year shall be similarly adjusted to reflect said change in the labor index and payments thereafter

Exhibit "A"

shall be made on said adjusted basis, subject to final readjustment for the calendar year based upon the applicable labor index when published.

Re Inch Rate. The inch rate of 20¢ per miner's day-inch includes:

(i) A fixed increment of \$.1077 per day inch that is not subject to adjustment;

(ii) A variable increment of \$.0057 per day inch for water right tax computed by dividing the total water right tax levied against Riverside Water Company and Riverside in the calendar year 1960 by the total amount of water produced by Riverside Water Company and Riverside in the calendar year 1960; and

(iii) A variable increment of \$.0866 per day inch for power computed by dividing the total cost of power to Riverside Water Company and Riverside for producing water in the calendar year 1960, by the total amount of water so produced.

At the completion of each calendar year, the incremental costs attributable to

Exhibit "A"

water right tax and power shall be re-computed and added to the fixed increment to determine the adjusted inch rate for that year. The aggregate inch charge paid shall be adjusted to reflect such recalculation and the differential shall be paid to the party entitled thereto within fifteen (15) days from date of mailing of billing therefor. The adjusted average monthly inch rate for the preceding year shall be applicable to monthly inch rate payments for the subsequent year, subject to final year-end readjustment.

No other factors which are presently a component of the costs compensated for by either the standby charge or the inch charge shall be subject to escalation. To the extent that any new component of cost (other than fencing or covering the Riverside Water Company Canal--see Paragraph 6 hereof) shall hereafter develop or be incurred, said costs shall, at the request of Riverside, be added to either the standby charge or inch charge by agreement of the parties or in absence thereof by arbitration.

Exhibit "A"

(d) Delivery Schedules. Temescal shall furnish Riverside with a schedule of required deliveries of water at least 24 hours prior to the date of delivery thereof. Riverside shall be obligated to meet said schedule, excepting only when the production and transmission facilities have been temporarily placed out of service as provided in Paragraph 8 hereof.

(e) Minimum Quantities. Temescal agrees to pay for 75,000 day inches in each calendar year, whether the same are ordered by it or not, provided that Riverside has not by its act or for causes beyond the control of Temescal failed to deliver said quantity to Temescal pursuant to orders therefor from Temescal. In addition, Temescal shall order and put to beneficial use said minimum quantity at least one year out of each four successive years.

3. Flowage Right. Temescal shall have the right to introduce into the Riverside Water Company Canal in San Bernardino County and to transport therein to the point of delivery, a quantity of water sufficient to result in a net deliverable quantity, after deducting 8% for transmission losses, of not to exceed 250 miner's inches of water. Said right shall be subject to the following terms and conditions:

Exhibit "A"

(a) Term of Right. Said carrying right shall continue for a period of 89 years, until March 31, 2051; provided that if Riverside is no longer required to deliver water through the Riverside Water Company Canal pursuant to the right provided in Paragraph 2 hereof, then said carrying right shall terminate.

(b) Monthly Payments. Temescal shall pay to Riverside monthly within fifteen (15) days after mailing of billing therefor, \$416.67, which said sum shall be adjusted annually and escalated with reference to the Labor Index in the same manner and to the same extent as the standby charge provided in Paragraph 2(c)(1) and (3) of this contract.

(c) Inventory Adjustment. Riverside will permit minor daily variations in the quantities of water introduced hereunder and deliveries taken by Temescal which variations will be accounted for and adjusted monthly.

(d) Changes in Points of Introduction of Water. Temescal shall not change the existing points of introduction of water into the Riverside Water Company Canal hereunder without the prior written consent of Riverside.

4. Nonpotable Water. It is understood that the water

Exhibit "A"

delivered to Temescal hereunder need not be potable, and that Temescal's carrying right shall be a right to introduce water of a nonpotable character of a quality substantially equal in quality to water being delivered to Temescal by Riverside.

5. Supplemental Water. Riverside shall not deliver to Temescal pursuant to this contract supplemental water in lieu of San Bernardino or Colton-Riverside Basin water in excess of the ratio which all of such supplemental water delivered by Riverside bears to all water delivered by said city. In the event of a diminution of the supply of water to satisfy the water right acquired by Riverside from Riverside Water Company, by reason of natural shortage of water or in the event of reduction of said rights per se, it may become necessary to purchase supplemental water to make up any deficiencies in said supplies or said right. Temescal shall have the option of either accepting its proportion of diminished supply or taking its share of the augmented supply and paying, in lieu of the inch rate herein provided, the actual cost of supplemental water plus \$.06 per day inch plus any capital costs incurred, as a result of the exercise of said option, for the benefit of Temescal.

6. Fencing or Covering Canal. The cost of fencing or covering the Riverside Water Company Canal is not presently a component cost and Temescal shall not be obligated in the future to participate in the cost of covering or fencing said canal unless such fencing or covering is

Exhibit "A"

573

required by some public authority other than Riverside.

7. Measuring Devices. The measuring devices heretofore utilized by Riverside Water Company and Temescal in connection with water deliveries to and from the Riverside Water Company Canal have been inspected by and are accepted as satisfactory to Riverside. In the event that additional or different measuring devices may be required by Riverside, such substitute or additional devices shall be installed at the sole expense of Riverside. All measuring devices, including automatic recording devices, shall be under the control of and maintained by Riverside at all times, but Temescal shall have access to the same for the purposes of inspection and confirmation of their accuracy and of the accuracy of records made therefrom. In the event of the failure of said devices to record the delivery of water for any given period, the average record of the recording device for the preceding and succeeding 24 hours before and after such failure of any such device shall be accepted by both parties as the stipulated amount of water delivered and received, provided that if there has been a substantial interruption of flow during the period that said measuring device was inoperative, then said amount shall be set by agreement or, in lieu thereof, by arbitration.

8. Temporary Shutdown of Canal. It is understood that it may be necessary from time to time for Riverside to

have water out of the Riverside Water Company Canal for cleaning and repairs or that water may be out of said canal upon occasion by reason of breaks therein, or during periods of heavy rains, or due to other acts of the elements, or for other reasons beyond the control of Riverside. Riverside agrees, however, that it will use due diligence at all times to deliver the water to which Temescal is entitled, and Temescal waives all claim for damages against Riverside by reason of interruption of the flow of water for the causes above set forth; provided, that Temescal shall be entitled to a prorata reduction in payments of its standby charge and carrying capacity charge for willful or negligent failure by Riverside to deliver water to Temescal after demand being made in good faith by Temescal. Said waiver of damages by Temescal shall not relate to negligent or willful failure or refusal by Riverside to deliver water hereunder.

9. Purchase of Free Rights. Temescal shall have the right to participate with Riverside in any purchase of free rights up to but not exceeding 25%. Any free rights thus acquired by Temescal shall constitute an additional and supplemental right to the right now existing in Temescal.

10. Default. In the event either party is in default, the following procedures shall be followed: The nondefaulting party (herein called "Claimant") shall serve written notice of the default on the defaulting party (herein

Exhibit "A"

called "Respondent"), stating in full the nature of the default which is claimed including the dates and the amounts of money, if any, which are involved. The respondent shall within ten days of the receipt of such written notice either cure the default or make acceptable arrangements therefor or, if the fact of the claimed default is in dispute, shall serve on claimant a statement of its denial and contentions regarding the alleged default together with a demand for arbitration. In the event of such a dispute, the matter shall be submitted to arbitration as herein provided. In the event a default is not contested and is not cured within the time herein provided for, the claimant shall have the right to terminate this agreement and all of the rights of the respondent hereunder, to recover any sums unpaid, and to exercise all other rights and remedies authorized by law, and in connection therewith to recover its costs of suit and reasonable attorneys and engineers' fees.

11. Arbitration. Any disputes arising with regard to the interpretation, construction, or operations of or under this agreement shall be submitted to arbitration as follows: The parties shall select an impartial arbitrator, or in lieu of agreement thereon, each party shall select an arbitrator and those two shall select a third, in which event the vote of any two of said three arbitrators, acting together as a board, shall be considered a decision in

arbitration. The arbitrator or arbitrators shall obtain from each party a written statement of the issues involved and the contentions of each such party. Evidence may then be taken and independent investigation made, as may appear necessary to the arbitrator or arbitrators in the circumstances. Rules of procedure and evidence shall be such as may be adopted by such arbitrator or arbitrators. A written decision in arbitration shall be rendered and served on the parties within sixty (60) days after submission of the matter by the arbitrator or arbitrators and, when rendered, shall be final and binding on the parties and enforceable in a court of law as a judgment. Failure of either party to cooperate in designation of the arbitrator or arbitrators, or refusal to produce and disclose relevant evidence in the arbitration proceeding shall justify the arbitrator or arbitrators who have been designated in finding against the obstructing party, in whole or in part.

12. Assignment and Option to Purchase. The rights of Temescal under this agreement shall be assignable and transferable, with or without consideration, in connection with consolidations, mergers, reorganizations, or other organizational changes, including sales to public agencies, whereby water delivered hereunder continues to be used or consumed by water users primarily overlying the Corona Basin and no material changes in the method of use of such water

Exhibit "A"

573

are involved.

13. Modification Procedures. It is contemplated that from time to time it may be desirable to seek amendment or modification of this agreement. For that purpose, the following procedure is adopted: The party desiring modification or amendment shall serve written notice on the other party specifying the desired changes and submitting a draft of proposed language to accomplish said purpose. The party on whom such notice is served shall then undertake to negotiate in good faith with the party suggesting such modification to reach a satisfactory adjustment if the same can be arranged consistent with the interests of the parties. By way of example, the following matters presently appear to be in the category which might ultimately justify such reconsideration:

(a) Change in the Point of Delivery. This might be occasioned by the substantial abandonment of the lower end of the Riverside Water Company Canal by Riverside for purposes other than delivery to Temescal. Such a change would presumably involve adjustments in payments and the ownership or obligations for canal maintenance beyond the changed point of delivery.

(b) Change in Potability Requirements. The water subject to this agreement is now being used

Primarily for irrigation purposes. It is conceivable that ultimately the same will be converted to domestic and industrial uses and that potability may, therefore, be required with an appropriate adjustment in charges.

573

14. Notices. Wherever in this agreement notices are required to be given, they shall be sent by United States mail or delivered personally as follows:

City Clerk  
City of Riverside  
City Hall  
Riverside, California

Temescal Water Company  
707 Main Street  
Corona, California

15. Act of God. In addition to any excuse now or hereafter provided by law, each party hereto shall be excused from default hereunder caused by act of God, earthquake, flood, fire, wind, lightning, storm, government act or law, court order or judgment, public enemy, military force, strike, riot, sabotage, unavoidable accident, or any other cause not reasonably within the control of a party, provided, that the party claiming such excuse shall have notified the other party as soon as possible of such event and shall have used due diligence under the circumstances to overcome the effect thereof.

16. Major Capital Replacements. In the event the Riverside Water Company Canal or water production facilities acquired by Riverside from Riverside Water Company are damaged by major public catastrophe, such as

573

earthquake or war, in an unreimbursed amount for each such catastrophe equal to more than six (6) times the currently effective monthly standby charge, then Temescal shall participate to the extent of 25% in the amount of such excess capital cost, payable at the same rate as payments therefor are required of Riverside.

17. Effective Date of Agreement. This agreement is made in contemplation of the entry of a stipulated decree in condemnation whereby Riverside will acquire the water rights and physical assets of Riverside Water Company in the matter of City of Riverside v. Riverside Water Company, et al., Riverside Superior Court No. 70784. This agreement shall be effective as of the date and time of entry of said decree, to which decree the same shall be appended as an exhibit.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorized officers and their seals to be affixed as of the day and date first above written.

573

RECORDED  
REQUEST OF

CITY OF RIVERSIDE

(SEAL)

*Plaintiff*

By */s/ E. V. Dales*

By */s/ Virginia H. Strohecker*

MAY 23 4 32 PM '61

BOOK 5438 PAGE 331  
OFFICIAL RECORDS  
SAN BERNARDINO COUNTY, CALIF.  
TED R. CASPENTER, RECORDER

TEMESCAL WATER COMPANY

(SEAL)

*L. Atwood*

By */s/ R. S. Hampton*

By */s/ C. M. Brewer*

*No Fee*

Exhibit "A"  
-18-