

This instrument is executed in duplicate and affects land registered under the provisions of the Land Title Act, last Certificate No. 3510.

QUITCLAIM DEED.

1021

Hannah M. Garner, a widow, party of the first part, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars to her in hand paid, the receipt of which is hereby acknowledged, does hereby remise, release and quitclaim to the City of Riverside, a Municipal Corporation, party of the second part, its successors and assigns, that certain property in the County of San Bernardino, State of California, which is described in that certain deed dated March 1, 1902, and recorded March 2, 1902, in Book 291 of Deeds, at page 352 thereof, executed by R. F. Garner, grantor, to the Riverside Water Company, a corporation, grantee, which property is more particularly described as follows, to-wit:

The exclusive and perpetual right to develop water by means of wells, upon that certain land and premises, situate in the County of San Bernardino, State of California, and more particularly described as follows, to-wit:

Those portions of Lots 22 and 23 Block 45, 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 West line of said Lot 22 (said point being also in the East line of Waterman Avenue) 354.1 feet South of the Northwest corner of said Lot 22; thence South along the West line of said Lot, 100 feet to the Northwest corner of a Tract of land conveyed to Alan Mansur, et ux, by R. F. Garner, per deed recorded February 20th, 1930, in Book 593 of Official Records, page 45, Records of said County; thence East 160 feet; thence South parallel the West line of said Lot 22, 170 feet to the North line of Parcel of land conveyed to the Edison Securities Company, a corporation, by Hannah M. Garner, et al, per Deed recorded February 14, 1931, in Book 697 of Official Records, page 258; thence East along the North line of said

BEST AND BEST
ROOMS 7 AND 8 EVANS BLOCK
RIVERSIDE, CALIF.

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last mentioned Parcel of land, 284.25 feet, to the Northeast corner thereof; thence South along the East line of said Parcel of land, 484.64 feet to the North line of Cardiff Street; thence East along the North line of Cardiff Street to the Southeast corner of the West half of Lot 23, Block 45 of said Ranch; thence North along the center line of said Lot 23, to a point which is 354.1 feet South of the North line of said Lot; thence West parallel to the North line of Lots 22 and 23 to the point of beginning.

The said party of the first part hereby grants to the said party of the second part, the right to enter upon the said premises and to cross the same without hindrance, and to maintain and operate all necessary machinery for boring, casing, sinking, completing, operating and pumping said well or wells sunk under this agreement, and to enter upon the said property for any other purpose connected with the development or obtaining of water from the said premises, and the said party of the second part agrees to lay and maintain pipes to convey across, over and off from the said well or wells; which said pipes shall be placed under ground at such a depth as not to interfere with the ordinary cultivation of the soil. It is hereby agreed by and between the parties hereto that said second party shall not be liable for damages done to stock or crops, or anything located on the premises above described, by reason of the development or attempted development of water or the erection of pumping machinery or the laying of, and the maintaining of, the said machinery pipes, or anything else which said second party may deem necessary for the said development or the said operating of said machinery for the sinking of wells, pumping or otherwise operating the same, or for the other uses herein named. Said party of the first part hereby further grants to said second party the right of entry upon, over and through said premises for the purposes of measuring, cleaning, capping, uncapping, pumping and otherwise operating and maintaining the said wells, pumping machinery and plants, pipes and other necessary appliances for the proper development of water on the said premises and the maintaining of the same thereon, including the testing of said wells, and the pumping of the same either to test the same, or permanently, to their full capacity. In further consideration of the rights hereby granted by the said party of the first part to the said party of the second part, the said party of the second part agrees to deliver to said party of the first part, and to such other parties who may be entitled thereto as successors in interest of R. F. Garner, in and to the rights reserved to him in that

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RIVERSIDE, CALIF.

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CONFIDENTIAL
THIS DOCUMENT CONTAINS INFORMATION OF A CONFIDENTIAL NATURE
AND IS NOT TO BE DISCLOSED TO THE PUBLIC OR TO ANY OTHER
PERSON WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE
OFFICE OF THE SECRETARY OF DEFENSE.

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certain deed to the Riverside Water Company, dated March 1, 1902, and recorded in Book 291 of Deeds, page 352 thereof, Records of San Bernardino County, ~~in and to~~ thirty (30) miners inches of water, measured under a four inch pressure, from April 15th to October 15th, of each and every year, and fifty (50) miners inches of water, measured in like manner, from October 15th to April 15th, of each and every year, from the first water developed by said second party upon the said premises, the same to be delivered at the well or wells where developed and at an elevation sufficient to allow said water to flow to the East line of the above described premises by gravity, together with the right to cumulate said flow of water by said first party not to exceed the flow of said first well; provided, however, that the said first party shall notify said second party of the manner in which he desires to cumulate said water, and which said manner shall not be changed, except after written notice to said second party of thirty (30) days of such contemplated change, which said notice shall set forth clearly the changes in said cumulation desired by said first party. It is further understood and agreed by and between the parties hereto that said second party shall not be compelled under the terms of this contract, to deliver to said first party any water whatsoever which shall not have been developed upon the said premises; and in the event that the well or wells sunk under this contract shall cease to flow, or in the event that the said party of the second part shall decide, at any time, to erect pumping machinery and pump, the said well or wells sunk under this contract, it shall have the right to do so, and shall have a period of six months in which to erect such machinery or pumping plant, said second party shall not forfeit any rights granted under this contract by reason of failure to deliver the said thirty (30) miners inches of water, or the said fifty (50) miners inches measured under a four inch pressure, as herein provided, during such period of six months while said flow of water from said well or wells may be interrupted. It is hereby further agreed that if said second party shall erect pumping plants or machinery and shall pump the said well or wells, and said machinery, should at any time, be disabled by accident or by unforeseen or unavailable causes, the said party of the second part shall not, thereby, lose any rights herein granted or acquired, nor be subject to any damage whatever for its failure to deliver water to said first party from the said water developed upon the said premises, during the time of such disability; but said second party shall use due diligence in repairing such machinery and removing such causes. It is hereby expressly agreed that said first party hereby waives all right to develop water

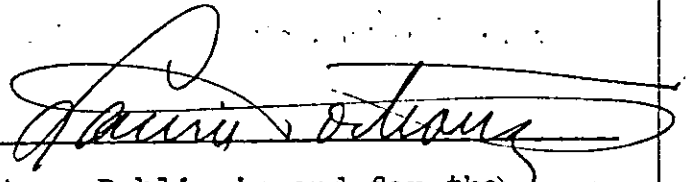
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ROOMS 7 AND 8 EVANS BLOCK
RIVERSIDE, CALIF.

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... and who executed the within
instrument, and acknowledged to me that she executed the same
freely and voluntarily.

Garner, personally known to me to be the person described in
and whose name is subscribed to and who executed the within
instrument, and acknowledged to me that she executed the same
freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and
Official Seal at my office in ^{San Diego} San Bernardino, in the said
County the day and year in this Certificate first above
written.



Notary Public in and for the
County of ~~San Bernardino~~ San Diego, State
of California.

RESOLUTION NO. 1873 (NEW SERIES)

RESOLUTION OF THE COUNCIL OF THE CITY OF RIVERSIDE
ACCEPTING A DEED FOR THE RIGHT TO DEVELOP WATER BY
MEANS OF WELLS.

RESOLUTION NO. 1873 (NEW SERIES)

RESOLUTION OF THE COUNCIL OF THE CITY OF RIVERSIDE
ACCEPTING A DEED FOR THE RIGHT TO DEVELOP WATER BY
MEANS OF WELLS.

RESOLVED; by the Council of the City of Riverside, California,
that deed dated November 7, 1931, executed, in duplicate, by HANNAH M.
GARNER, a widow, party of the first part, remising, releasing and quit-
claiming to the CITY OF RIVERSIDE, a municipal corporation, of the County
of Riverside, State of California, party of the second part, that certain
property in the County of San Bernardino, State of California, which is
described in that certain deed dated March 1, 1902, and recorded March 2,
1902, in Book 291 of Deeds, at page 352 thereof, executed by R. F. Garner,
grantor, to the Riverside Water Company, a corporation, grantee, which
property is more particularly described as follows, to-wit:

The exclusive and perpetual right to develop water by means of
wells, upon that certain land and premises, situate in the County of San
Bernardino, State of California, and more particularly described as fol-
lows, to-wit:

Those portions of Lots 22 and 23 Block 45, 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 West line of said Lot 22 (said point
being also in the East line of Waterman Avenue) 354.1 feet South of the
Northwest corner of said Lot 22; thence South along the West line of said
Lot, 100 feet to the Northwest corner of a Tract of land conveyed to Alan
Mansur, et ux, by R. F. Garner, per deed recorded February 20th, 1930, in
Book 593 of Official Records, page 45, Records of said County; thence East
160 feet; thence South parallel the West line of said Lot 22, 170 feet to
the North line of Parcel of land conveyed to the Edison Securities Company,
a corporation, by Hannah M. Garner, et al, per Deed recorded February 14,
1931, in Book 697 of Official Records, page 258; thence East along the North
line of said last mentioned Parcel of land, 284.25 feet to the Northeast
corner thereof; thence South along the East line of said Parcel of land,
484.64 feet to the North line of Cardiff Street; thence East along the
North line of Cardiff Street to the Southeast corner of the West half of
Lot 23, Block 45 of said Ranch; thence North along the center line of said
Lot 23, to a point which is 354.1 feet South of the North line of said Lot;
thence West parallel to the North line of Lots 22 and 23 to the point of
beginning.

The said party of the first part hereby grants to the said party
of the second part, the right to enter upon the said premises and to cross
the same without hindrance, and to maintain and operate all necessary
machinery for boring, casing, sinking, completing, operating and pumping
said well or wells sunk under this agreement, and to enter upon the said
property for any other purpose connected with the development or obtain-
ing of water from the said premises, and the said party of the second
part agrees to lay and maintain pipes to convey across, over and off from

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MEYER OL. BOTTLE
VOCCELLINO V. DEED FOR THE RIGHT TO DEVELOP WATER IN
RESOLUTION OF THE COUNCIL OF THE CITY OF RIVERSIDE

RESOLUTION NO. 1892 (FORM 285103)

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the said well or wells; which said pipes shall be placed under ground at such a depth as not to interfere with the ordinary cultivation of the soil. It is hereby agreed by and between the parties hereto that said second party shall not be liable for damages done to stock or crops, or anything located on the premises above described, by reason of the development or attempted development of water or the erection of pumping machinery or the laying of, and the maintaining of, the said machinery pipes, or anything else which said second party may deem necessary for the said development or the said operating of said machinery for the sinking of wells, pumping or otherwise operating the same, or for the other uses herein named. Said party of the first part hereby further grants to said second party the right of entry upon, over and through said premises for the purposes of measuring, cleaning, capping, uncapping, pumping and otherwise operating and maintaining the said wells, pumping machinery and plants, pipes and other necessary appliances for the proper development of water on the said premises and the maintaining of the same thereon, including the testing of said wells, and the pumping of the same either to test the same, or permanently, to their full capacity. In further consideration of the rights hereby granted by the said party of the first part to the said party of the second part, the said party of the second part agrees to deliver to said party of the first part, and to such other parties who may be entitled thereto as successors in interest of R. F. Garner, in and to the rights reserved to him in that certain deed to the Riverside Water Company, dated March 1, 1902, and recorded in Book 291 of Deeds, page 352 thereof, Records of San Bernardino County, thirty (30) miners inches of water, measured under a four inch pressure, from April 15th to October 15th, of each and every year, and fifty (50) miners inches of water, measured in like manner, from October 15th to April 15th, of each and every year, from the first water developed by said second party upon the said premises, the same to be delivered at the well or wells where developed and at an elevation sufficient to allow said water to flow to the East line of the above described premises by gravity, together with the right to cumulate said flow of water by said first party not to exceed the flow of said first well; provided, however, that the said first party shall notify said second party of the manner in which he desires to cumulate said water. and which said manner shall not be changed, except after written notice to said second party of thirty (30) days of such contemplated change, which said notice shall set forth clearly the changes in said cumulation desired by said first party. It is further understood and agreed by and between the parties hereto that said second party shall not be compelled under the terms of this contract, to deliver to said first party any water whatsoever which shall not have been developed upon the said premises; and in the event that the well or wells sunk under this contract shall cease to flow, or in the event that the said party of the second part shall decide, at any time, to erect pumping machinery and pump, the said well or wells sunk under this contract, it shall have the right to do so, and shall have a period of six months in which to erect such machinery or pumping plant, said second party shall not forfeit any rights granted under this contract by reason of failure to deliver the said thirty (30) miners inches of water, or the said fifty (50) miners inches measured under a four inch pressure, as herein provided, during such period of six months while said flow of water from said well or wells may be interrupted. It is hereby further agreed that if said second party shall erect pumping plants or machinery and shall pump the said well or wells, and said machinery, should at any time, be disabled by accident or by unforeseen or unavailable causes, the said party of the second part shall not, thereby, lose any rights herein granted or acquired, nor be subject to any damage whatever for its failure to deliver water to said first party from the said water developed upon the said premises, during the time of such disability; but said second party shall use due diligence in repairing such machinery and removing such causes. It is hereby expressly agreed that said first party hereby waives all right to develop

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AGREEMENT OF THE CITY OF RIVERSIDE, CALIFORNIA, WITH THE SECOND PARTY TO THE DEED REFERRED TO ABOVE, CONCERNING THE DEVELOPMENT OF WATER UPON THE SAID PREMISES, AND HEREBY AGREES THAT SHE WILL NOT DEVELOP WATER THEREON, IN ANY MANNER, NOR GRANT THE RIGHT TO DEVELOP WATER, BY ANY MEANS WHATSOEVER, TO ANY OTHER PERSON OR PERSONS, CORPORATION OR ASSOCIATION OR TO ACQUIRE, PUMP OR TAKE AWAY ANY WATER WHATEVER FROM THE SAID PREMISES DURING THE LIFE OF THIS CONTRACT. AND IT IS FURTHER AGREED THAT SAID SECOND PARTY MAY, AT ANY TIME, ABANDON ANY WELL, AND IN SO DOING SHALL NOT FORFEIT ANY RIGHTS AS TO ANY OTHER WELL OR WELLS IN WHICH EVENT SAID SECOND PARTY SHALL HAVE THE RIGHT TO REMOVE ALL CASING ABOVE THE SURFACE OF THE GROUND AND ALL OTHER MACHINERY AND PROPERTY THEREON; AND THE SAID SECOND PARTY SHALL HAVE THE RIGHT, AT ANY TIME, TO ABANDON ALL ITS RIGHTS UNDER THIS CONTRACT AND TO ANNUL THIS CONTRACT.

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water upon the said premises, and hereby agrees that she will not develop water thereon, in any manner, nor grant the right to develop water, by any means whatsoever, to any other person or persons, corporation or association or to acquire, pump or take away any water whatever from the said premises during the life of this contract. And it is further agreed that said second party may, at any time, abandon any well, and in so doing shall not forfeit any rights as to any other well or wells in which event said second party shall have the right to remove all casing above the surface of the ground and all other machinery and property thereon; and the said second party shall have the right, at any time, to abandon all its rights under this contract and to annul this contract.

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The said instrument being executed for the purpose of confirming in the City of Riverside, a Municipal Corporation, all of the right, title and interest in and to the property described above conveyed to the Riverside Water Company by R. F. Garner by that certain deed referred to above, and of which the City of Riverside is now the owner as successors in interest of the Riverside Water Company.

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The said deed affecting registered land. The registered owner thereof being Hannah M. Garner, and the Certificate of last registration thereof being No. 3510, be, and the same is hereby, accepted; and

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BE IT FURTHER RESOLVED; that a copy of this resolution be attached to said deed and that the same be recorded in the office of the County Recorder of San Bernardino County, California, and thereafter filed in the office of the City Engineer of the City of Riverside, California.

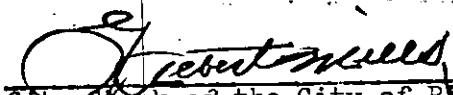
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I, G. Albert Mills, the duly elected, qualified and acting City Clerk of the City of Riverside, California, hereby certify that the foregoing resolution was duly and regularly introduced and adopted by the Council of said City at its meeting held on the 22nd day of December, 1931, by the following vote:

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Ayes: Councilmen Redman, Backstrand, Taylor, Lindsley, Pearse, Wells and Lohrli.
Noes: None.
Absent: None.


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City Clerk of the City of Riverside.

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I hereby approve the foregoing resolution this 22nd day of December, 1931.

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Mayor of the City of Riverside.

QUITCLAIM DEED INDEXED

Walter Thiel
City Clerk
Riverside, Calif
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Hannah M. Garner,

First Party,

to

City of Riverside,

Second Party.

Dated November 7th, 1931.

EUGENE BEST

CITY ATTORNEY

CITY OF RIVERSIDE
CALIFORNIA

Recorded at Record of
County of Riverside, California
Book 22 1931
Page 103
776
329

San Bernardino County
Clerk

[Handwritten signature]
County Recorder
for \$
I certify that three copies of
this instrument were filed in
the office of the County Clerk
at Riverside, California
[Handwritten signature]
M. Lawrence

No fees
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