

WHEN RECORDED, RETURN TO:
THE CITY OF RIVERSIDE
3900 MAIN STREET
RIVERSIDE, CA. 92522
ATTN: ADMINISTRATIVE SERVICES
RICHARD H. ARDLEY



RECORDED IN OFFICIAL RECORDS
MAY 7 1984 AT 8 A.M.
SAN BERNARDINO COUNTY, CALIF.

84-105982

AGREEMENT FOR THE ABANDONMENT
AND GRANT OF EASEMENTS

10904

This Agreement is entered into this 26th day of April, 1984, by and between
COMMUNITY CONSULTANTS CORPORATION, a California Corporation ("Owner") and
the CITY OF RIVERSIDE, a municipal corporation of the State of California ("City").

804162 T2

RECITALS

A. Owner has entered into an Agreement with the County of San Bernardino (the
"Purchase Agreement", to purchase, approximately 30 acres of unimproved real property
located in the City of Colton, County of San Bernardino, State of California, which real
property is more particularly described in Exhibit "A" attached hereto and incorporated
herein by reference (the "Subject Property").

B. City is the sole and exclusive owner of certain easements and rights which
affect various portions of the Subject Property herein below described:

(i) An easement for pipe lines, wells, and pumping equipment, which affects
a portion of the Subject Property, which easement was reserved by Riverside Land
Company, by document, dated October 16, 1913 and recorded on December 19, 1913
in Book 532 of deeds, page 115, records of San Bernardino County;

(ii) An easement for pipe lines, wells, and pumping equipment, which affects
a portion of the Subject Property, which easement was reserved by Riverside Water
Company, by document dated October 16, 1913 and recorded on December 19, 1913
in Book 532 of Deeds, page 122, Records of San Bernardino County;

(iii) An easement for pipelines, pumping machinery and wells, which affects
a portion of the Subject Property, which easement was reserved by the Riverside
Water Company, by document dated October 25, 1913 and recorded March 21, 1914
in Book 547 of Deeds, page 98, records of San Bernardino County;

(iv) An easement for ingress, egress, pipe lines, wells and pumping
machinery, which affects a portion of the Subject Property, which easement was
reserved by the City of Riverside by document dated January 29, 1974, and recorded
on April 10, 1974, in Book 8406, Page 197, Official Records San Bernardino County;

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(v) An easement for ingress, egress, pipe lines, wells and pumping machinery, which affects a portion of the Subject Property, which easement was reserved by the City of Riverside, by document dated January 29, 1974, and recorded April 10, 1974, in Book 8406, Page 201, Official Records San Bernardino County; and

(vi) Certain rights and easements pursuant to that certain Agreement dated January 29, 1974, between the City of Riverside and the County of San Bernardino, which agreement affects a portion of the Subject Property and was recorded on April 10, 1974, in Book 8406, Page 490, Official Records San Bernardino County.

C. The Purchase Agreement between Owner and the County of San Bernardino is conditioned upon the abandonment and relinquishment of certain easements now existing in favor of the City and the identification, relocation and granting of new easements to the City in substitution thereof.

NOW THEREFORE, IN CONSIDERATION OF THESE PREMISES AND THE TERMS AND CONDITIONS HEREINAFTER CONTAINED, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. ABANDONMENT AND RELINQUISHMENT OF RIGHTS AND EASEMENTS.

For and in consideration of the Grant of Easements hereinafter set forth, City does hereby abandon, relinquish and quitclaim to Owner all of the City's right, title and interest in and to any and all easements or other rights heretofore reserved or granted to the City pursuant to the documents described and referred to in Recital B above, and concurrently with the execution of this Agreement, City covenants and agrees to execute and deliver to Owner a Deed, in recordable form, quitclaiming and conveying to Owner all of the City's right, title and interest in and to said easements and rights, but reserving to the City the existing rights to the underground water and preserving to the City the priority of its prior rights to the new easement areas described in Paragraph 2 below.

2. GRANT OF EASEMENTS AND RIGHTS. For and in consideration of the abandonment, relinquishment and quitclaiming of the easements and rights hereinabove described, Owner does hereby GRANT to the City of Riverside, a municipal corporation of the state of California, the following described easements and rights:

(i) An easement and right to the use, production, extraction, taking, drilling, repairing, maintaining, and transportation of water located beneath the surface of the Property from the Property by means of the well or wells now or hereafter located on that parcel of land depicted and identified as the "Johnson Well Site" on the Site Plan attached hereto as Exhibit "B" and incorporated herein by reference, which parcel of land is more particularly described in Exhibit "C" attached hereto and incorporated herein by reference (hereinafter referred to as the "Johnson Well Site");

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(ii) An easement thirty (30) feet in width for ingress and egress to the Johnson Well Site and the subsurface installation, construction, use, operation, maintenance, repair and replacement of existing and future pipe, pipelines, conduits, pumps and appurtenances necessary for the transportation of water from the Johnson Well Site, the location of said easement being depicted and identified on Exhibit "B" as the "Rice-Thorne Pipeline" and more particularly described in Exhibit "D" attached hereto and incorporated herein by reference (hereinafter referred to as "Easement No. 1"); and

(iii) An easement thirty (30) feet in width for the subsurface installation, construction, use, operation, maintenance, repair, and replacement of existing or future pipes, pipelines, conduits, pumps and appurtenances necessary for the transportation of water, said easement being located along and parallel to the westerly boundary of the Property and is depicted and identified on Exhibit "B" as the "New Pipeline Easement" and more particularly described in Exhibit "E" attached hereto and incorporated herein by reference (hereinafter referred to as Easement No. 2").

3. ABANDONMENT OF PIPELINES. The City covenants and agrees to abandon in place, effective as of the date of recordation of this Agreement, any pipes, pipelines, equipment or machinery which is located on the Subject Property and not contained within the boundaries of the easements described in this Paragraph 2 above.

4. RELOCATION OF PIPELINES. If at any time the development or use of the Subject Property by the owner thereof shall necessitate the relocation of the City's pipe, pipelines or other facilities located within the boundaries of the easements described in this Paragraph 2 above, then the Owner shall have the right to accomplish such relocation in conformance with plans approved by the City, which approval shall not be unreasonably withheld. In such event, the Owner of the property from which the relocation occurs shall bear the expenses of relocation, provided, however, the the City may elect to accomplish any such relocation under its own direction and supervision, in which case, the Owner shall reimburse the City for all reasonable expenses incurred by the City.

5. EASEMENTS SUBJECT TO CONDITIONS. The easements granted in this Paragraph 2 are subject to the following provisions:

(i) No new structures (except pipelines, pipeline appurtenances such as air valves or metering valves), waterworks facilities, or other facilities shall be located within the boundaries of the easements described in Paragraph 2 above which may interfere or conflict with the Owner's use or development of the Subject Property;

(ii) All pipes, pipelines, pumping and other facilities, other than those located within the boundaries of the Johnson Well Site, shall be installed, located and maintained below the surface of the ground;

(iii) The property located within the boundaries of the easements described in Paragraph 2 above may be landscaped and/or paved by the owner(s) of the underlying fee title and used for parking or other uses not incompatible with the rights granted by the respective easements; and

(iv) Owner, or the owner(s) of the properties adjoining the Johnson Well Site shall have the right, but not the obligation, to install and maintain grass, trees, bushes, shrubs and other landscaping materials on the Johnson Well Site excluding a rectangular area, the boundaries of which shall be fifteen (15) feet from the existing well site.

6. ABANDONMENT OF RIGHT OF WAY FOR INGRESS AND EGRESS. From and after the date that there exists access to the Johnson Well Site by way of a dedicated, completed and accepted public street, the right of way for ingress and egress to and from the Johnson Well Site granted to the City described in Easement No. 1 shall thereafter automatically be extinguished.

7. ABANDONMENT OF EASEMENTS AND RIGHTS SUBJECT TO CONDITIONS. The abandonment and relinquishment of rights and easements described in Paragraph 1 hereof are subject to the condition that any activity of the Owner of the Subject Property shall comply with and in no way be inconsistent with the City of Riverside Public Utilities Department Water Engineering Division Guidelines for Construction in the Vicinity of Water Supply Wells ("CRPUDWEDGCVSW"), dated January 23, 1984, a copy of which is attached hereto as Exhibit "F" and incorporated herein by reference.

8. EFFECTIVENESS OF AGREEMENT. The effectiveness of the terms, conditions and provisions of this Agreement are conditioned upon the recordation of a Grant Deed, executed by Owner conveying fee title to the Johnson Well Site to the City in accordance with the Joint Escrow Instructions to First American Title Company, a copy of which is attached hereto as Exhibit "G" and incorporated herein by reference.

9. BINDING EFFECT. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

COMMUNITY CONSULTANTS CORPORATION
a California Corporation

BY: 

RUSS E. HATLE, Its President

"OWNER"

CITY OF RIVERSIDE,
a municipal corporation

BY: *Al Brown*
Mayor

ATTEST: *Alice A. Hare*
City Clerk

"CITY"

APPROVED AS TO FORM:

Carolyn Conner 4-26-84
Senior Deputy City Attorney

84-105982

CONSENT TO RECORDATION

THIS IS TO CERTIFY that the interest in real property conveyed by this annexed instrument dated 4/26/84 from Community Consultants Corporation to the City of Riverside, a municipal corporation of the State of California, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 14883 of said City Council adopted on January 25, 1983, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: 5/1/84

William H. Savage
Property Services Manager

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On April 25, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared RUSS E. HATLE, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the President of the Corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Regina F. Sayce
Notary Public

84-105982

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

~~On _____, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ Mayor of the City of Riverside, California, and _____, City Clerk of the City of Riverside, California, the municipal corporation described in and which executed the within instrument, and acknowledged to me that such municipal corporation executed the same.~~

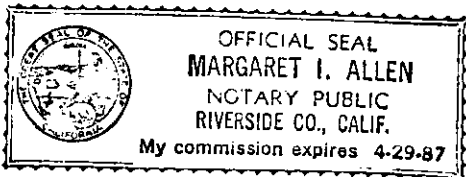
~~WITNESS my hand and official seal.~~

~~_____
Notary Public~~

STATE OF CALIFORNIA)
) ss
COUNTY OF RIVERSIDE)

On this 26th day of April, 1984, before me, Margaret I. Allen, A Notary Public in and for said State, personally appeared AB BROWN and ALICE A. HARE, personally known to me to be the persons who executed this instrument as Mayor and City Clerk of the City of Riverside, a municipal corporation, and acknowledged to me that the municipal corporation executed it.

WITNESS my hand and official seal.



Margaret I. Allen
Notary Public in and for said State

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EXHIBIT "A"

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PARCEL NO. 1:

Those portions of the South half of Lots 8 and 9, and of the North half of Lots 4 and 5, all in Block 54, Rancho San Bernardino as per plat recorded in Book 7 of Maps, page 2, records of San Bernardino County, lying Easterly from the following-described line:

Beginning at a point in the centerline of Fairway Drive (formerly Colton Avenue), said point being distant along said centerline, South $88^{\circ} 58' 12''$ East, 2285.50 feet from the centerline of Mount Vernon Avenue; thence South $18^{\circ} 57' 30''$ West, 144.17 feet; thence South $10^{\circ} 19' 46''$ East, 664.00 feet to a point hereinafter referred to as "Point A"; thence continuing South $10^{\circ} 19' 46''$ East, 186.00 feet; thence South $17^{\circ} 58' 28''$ East, 112.35 feet to the Point of Termination in the North line of that parcel of land described in document to the State of California, recorded in Book 2520, page 262, Official Records of said County.

EXCEPTING THEREFROM that portion lying Easterly from the following-described line:

Beginning at the intersection of the centerline of said Fairway Drive with the Northerly prolongation of the East line of that parcel of land described in document to the San Bernardino County Flood Control District recorded in Book 1853, page 388, Official Records of said County; thence along said Northerly prolongation and along said line, South $00^{\circ} 50' 03''$ West, 823.19 feet; thence South $49^{\circ} 25' 32''$ West, 288.72 feet; thence North $40^{\circ} 34' 28''$ West, 45.00 feet; thence South $49^{\circ} 25' 32''$ West, 203.41 feet to the Point of Termination in the Northerly line of said parcel of land described in said document to the State of California, recorded in Book 2520, page 262, Official Records of said County.

ALSO EXCEPTING that portion described as follows:

Beginning at aforescribed "Point A"; thence North $88^{\circ} 40' 14''$ East, 33.00 feet; thence South $10^{\circ} 19' 46''$ East, 72.00 feet; thence South $88^{\circ} 40' 14''$ West, 33.00 feet; thence North $10^{\circ} 19' 46''$ West, 72.00 feet to said "Point A", being the Point of Termination.

ALSO EXCEPTING the West 20.00 feet of the South half of said Lot 9, as described in document to the County of San Bernardino recorded in Book 8406, page 201, Official Records of said County.

ALSO EXCEPTING those portions lying within said Fairway Drive.

Containing 30.51 acres, more or less.

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PARCEL NO. 2:

The West 20.00 feet of the South Half of Lot 9, Block 54, RANCHO SAN BERNARDINO, as per plat recorded in Book 7 of Maps, Page 2, records of said County.

EXCEPTING THEREFROM that portion lying within Fairway Drive.

The hereinabove described parcel contains 0.284 acres of land.

PROJECT BOUNDARIES

EXHIBIT 2

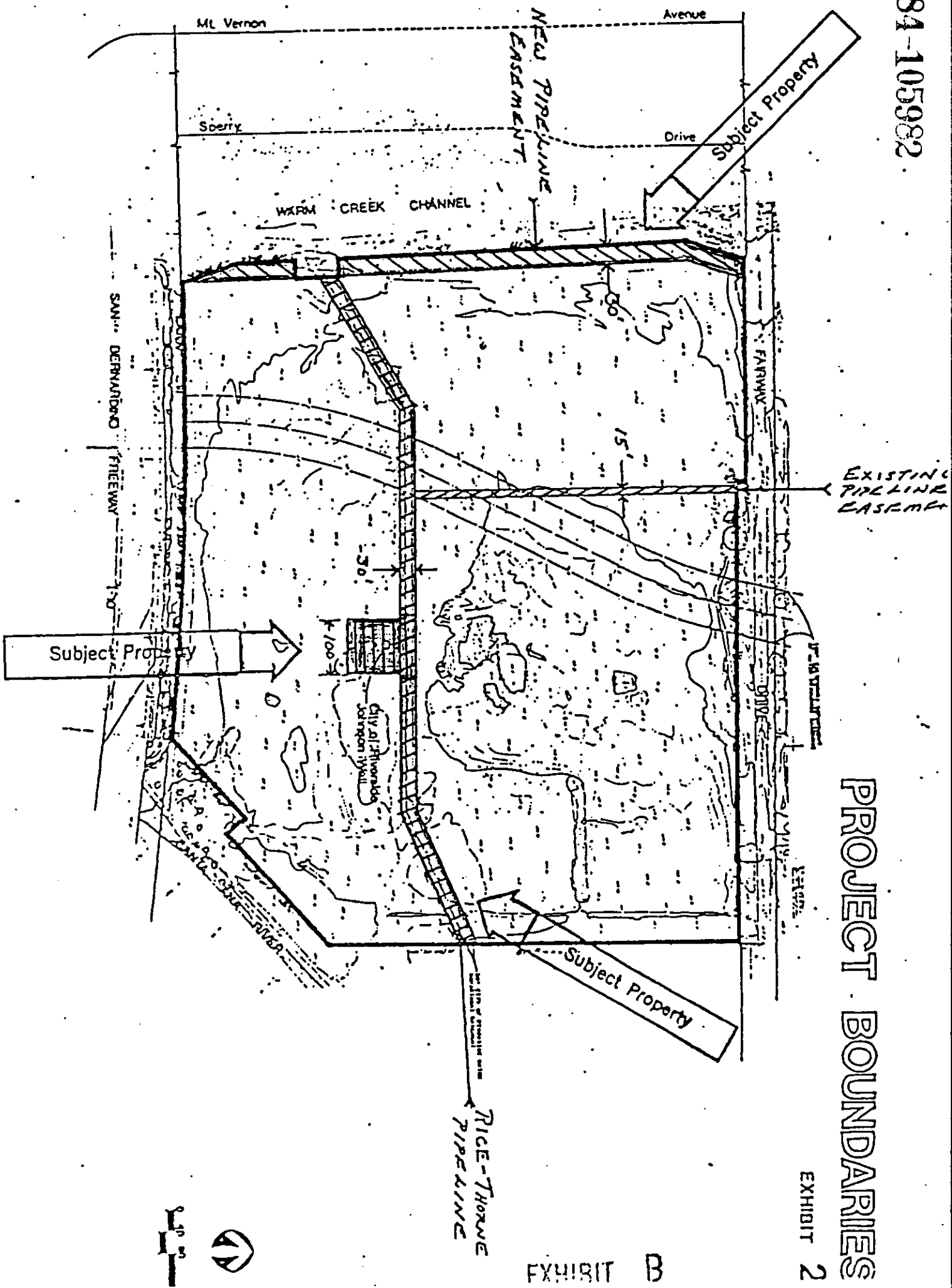
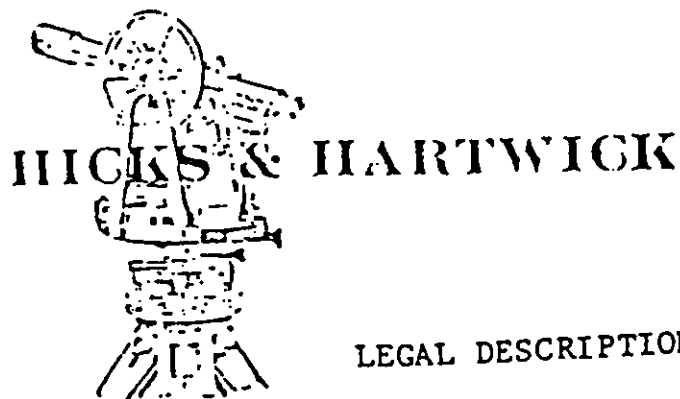


EXHIBIT B

84-105982



CIVIL ENGINEERS
LAND SURVEYORS
37 EAST OLIVE AVENUE
MAILING ADDRESS
P. O. BOX 1048
REDLANDS, CALIFORNIA 92373
PHONE: (714) 793-2257

LEGAL DESCRIPTION FOR COMMUNITY CONSULTANTS

(Johnson well site property to be granted to the City of Riverside)

That portion of Lots 4 and 9, Block 54, RANCHO SAN BERNARDINO, as per plat recorded in Book 7 of Maps, Page 2, records of San Bernardino County, in the City of Colton, County of San Bernardino, State of California, described as follows:

COMMENCING at a point in the centerline of Fairway Drive formerly Colton Avenue, said point being distant along said centerline, South $88^{\circ} 58' 12''$ East 2285.50 feet from the centerline of Mt. Vernon Avenue; thence South $18^{\circ} 57' 30''$ West 144.17 feet; thence South $1^{\circ} 19' 46''$ East 664.00 feet; thence North $88^{\circ} 40' 14''$ East 33.00 feet; thence South $1^{\circ} 19' 46''$ East 25.54 feet; thence North $59^{\circ} 53' 00''$ East 290.95 feet; thence South $89^{\circ} 01' 59''$ East 401.92 feet to the point of beginning; thence North $0^{\circ} 58' 01''$ East 14.08 feet; thence South $89^{\circ} 01' 59''$ East 100.00 feet; thence South $0^{\circ} 58' 01''$ West 100.00 feet; thence North $89^{\circ} 01' 59''$ West 100.00 feet; thence North $0^{\circ} 58' 01''$ East 85.92 feet to the point of beginning.

RESERVING unto the Grantors, their heirs and assigns, the right to dedicate any portion of the above described property to the City of Colton for street and utility purposes.

February 15, 1984

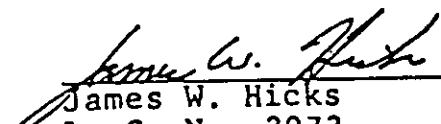

James W. Hicks
L. S. No. 3973

EXHIBIT C

The above signature and seal indicate that this description was prepared by the named engineer or surveyor and the engineer or surveyor takes no responsibility as to the legality of said description. A title insurance company must

10904



CIVIL ENGINEERS
LAND SURVEYORS
37 EAST OLIVE AVENUE
MAILING ADDRESS
P. O. BOX 1048
REDLANDS, CALIFORNIA 92373
PHONE (714) 793-2257

LEGAL DESCRIPTION FOR COMMUNITY CONSULTANTS

(30 foot wide easement that covers the existing City of Riverside pipeline that traverses the property from west to east)

A 30 foot wide strip of land across portions of Lots 4, 5, 8 and 9, Block 54, RANCHO SAN BERNARDINO, as per plat recorded in Book 7 of Maps, Page 2, records of San Bernardino County, in the City of Colton, County of San Bernardino, State of California, said 30 foot wide strip of land is described as follows:

COMMENCING at a point in the centerline of Fairway Drive, formerly Colton Avenue, said point being distant along said centerline South $88^{\circ} 58' 12''$ East 2285.50 feet from the centerline of Mt. Vernon Avenue; thence South $18^{\circ} 57' 30''$ West 144.17 feet; thence South $1^{\circ} 19' 46''$ East 664.00 feet; thence North $88^{\circ} 40' 14''$ East 33.00 feet; thence South $1^{\circ} 19' 46''$ East 2.72 feet to the point of beginning; thence North $59^{\circ} 53' 00''$ East 285.52 feet; thence South $89^{\circ} 01' 59''$ East 769.87 feet; thence North $66^{\circ} 41' 38''$ East 284.99 feet; thence South $0^{\circ} 50' 03''$ West 32.88 feet; thence South $66^{\circ} 41' 38''$ West 277.98 feet; thence North $89^{\circ} 01' 59''$ West 268.85 feet; thence North $0^{\circ} 58' 01''$ East 24.08 feet; thence North $89^{\circ} 01' 59''$ West 100.00 feet; thence South $0^{\circ} 58' 01''$ West 24.08 feet; thence North $89^{\circ} 01' 59''$ West 399.13 feet; thence South $59^{\circ} 53' 00''$ West 293.66 feet; thence North $1^{\circ} 19' 46''$ West 34.23 feet to the point of beginning.

February 15, 1984

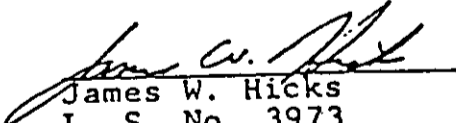
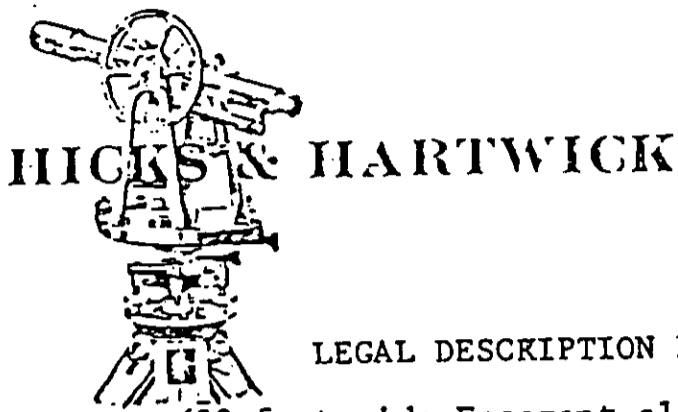

James W. Hicks
L. S. No. 3973

EXHIBIT D

The above signature and seal indicate that this description was prepared by the named engineer or surveyor and the engineer or surveyor takes no responsibility as to the legality of said description. A title insurance company must be consulted to insure the legality of this description.



CIVIL ENGINEERS
LAND SURVEYORS
37 EAST OLIVE AVENUE
MAILING ADDRESS
P. O. BOX 1048
REDLANDS, CALIFORNIA 92373
PHONE: (714) 793-2257

LEGAL DESCRIPTION FOR COMMUNITY CONSULTANTS

(30 foot wide Easement along the west boundary of the property to be granted to the City of Riverside for pipeline purposes)

(Revised February 27, 1984)

A 30 foot wide strip of land across portions of Lots 5 and 8, Block 54, RANCHO SAN BERNARDINO, as per plat recorded in Book 7 of Maps, Page 2, records of San Bernardino County, in the City of Colton, County of San Bernardino, State of California, said 30 foot wide strip is described as follows:

BEGINNING at a point in the centerline of Fairway Drive, formerly Colton Avenue, said point being distant along said centerline, South 88° 58' 12" East 2285.50 feet from the centerline of Mt. Vernon Avenue; thence South 18° 57' 30" West 144.17 feet; thence South 1° 19' 46" East 850 feet; thence South 17° 58' 28" East 104.73 feet; thence North 1° 19' 46" West 950.35 feet; thence North 18° 57' 30" East 142.87 feet; thence North 88° 58' 12" West 29.58 feet to the point of beginning.

February 27, 1984

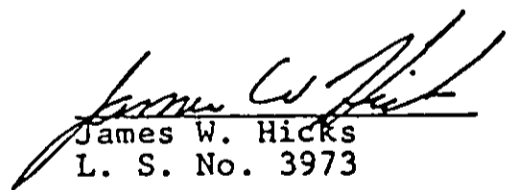

James W. Hicks
L. S. No. 3973

EXHIBIT E

The above signature and seal indicate that this description was prepared by the named engineer or surveyor and said engineer or surveyor takes no responsibility as to the legality of said description. A title insurance company must be consulted to insure the legality of this description.

City of Riverside
Public Utilities Department
Water Engineering Division

GUIDELINES FOR CONSTRUCTION IN THE VICINITY OF WATER SUPPLY WELLS

DRAFT

GENERAL

These guidelines are adapted from the State of California Department of Health, Sanitary Engineering Section, May 12, 1972, and apply to the maintenance of sanitary control of construction in the vicinity of existing wells. The adequate separation of sources of contamination or pollution from a domestic water supply well is a primary factor in assuring the continued safety of the water produced by the well. Facilities containing or conveying hazardous contaminants in close proximity to a well are objectionable because leakage of contaminants is possible. When the City owns or has water rights to the property adjacent to a water supply well, the design and location of construction within 2000 feet of the well shall be reviewed by the Water Division.

SAFE HORIZONTAL DISTANCE

The safe distance of sources of contamination from an existing well is dependent on a number of different factors including: character and location of possible contamination, type of well construction, natural hydraulic gradient of the water table, permeability of the soil overlying the water-bearing formation, extent of

EXHIBIT

F

EXHIBIT F

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the cone of depression formed in the water table due to pumping, and the nature of the soil or rock structure.

MINIMUM HORIZONTAL DISTANCE

The minimum safe horizontal distance between a potential source of contamination and a well shall be maintained in accordance with Table 1. Lesser distances shall be acceptable only when special protection requirements are met and approved by both the State Department of Public Health and the City of Riverside Water Division.

Table 1. Minimum Horizontal Distance

<u>Sewerage Facilities</u>	<u>Feet</u>
Sewer, water-tight septic tank, or pit privy	50
Storm sewers, drainage channel	50
Subsurface sewage leaching field serving single dwelling unit	100
Cesspool or seepage pit serving single dwelling unit	150

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Subsurface sewage leaching field, cesspool or
seepage pit serving multiple dwelling units 200

Effluent discharge channel 200

Sewage treatment plant 250

Sewage irrigation area, lagoon, spreading
basin, or percolation ponds 500

Industrial Facilities

Barnyard, feedlot, grazing area 100

Waste sewers 100

Waste holding Case by case evaluation

Petroleum storage 500

Petroleum transmission 500

Solid Waste Transfer Station or Disposal Site

Class 1 Case by Case evaluation

Class 2	2000
Class 3	500

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SPECIAL CONDITIONS - JOHNSON WELL SITE

The area surrounding Johnson Well is considered to be very susceptible to contamination from local sources due to the relatively high ground water, the high permeability of the sandy soil, and the age of the well. Based on the proposed commercial/industrial land use, including a truck wash and service station, a number of additional requirements shall apply as follows:

1. To prevent infiltration of oil, grease, or any possible material spills, drainage shall not be allowed to flow from parking lots or roadways onto adjacent unpaved areas. All parking lot and roadway runoff shall be contained and directed to a watertight drainage system. The drainage system shall be designed for a minimum flow rate equal to the peak runoff from the 10-year storm as determined by the Rational Method and data from the San Bernardino County Department of Transportation and Flood Control.
2. The storage of hazardous substances, including motor vehicle fuels, in underground tanks shall be in accordance with the "Sher Bill" (Assembly Bill No. 1362) passed September 15, 1983. The bill establishes requirements for design and construction, a permit system, and a monitoring program. The City of Riverside Water Division shall receive a copy of all permits issued, modified, or terminated, and shall be notified, along with the administering agency, of any unauthorized releases.

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3. The transfer or storage of any material considered to be "hazardous", as defined in the State Administrative Code on Hazardous Waste, shall be prohibited within 500 feet of the water supply well site.
4. The transport, transfer, or storage of any material considered to be "extremely hazardous," as defined in the State Administrative Code on Hazardous Waste, shall be prohibited within 2000 feet of the water supply well site.
5. No sewer lines shall be installed within the water facility easements with an exception being sewer line crossings which shall meet the State Department of Health requirements.
6. A copy of this "Guideline" is to be included and made a part of the permit approval/zoning for this property as a condition of approval by the City of Colton.

8EE/Cb

1/23/84

10900

ESCROW NO. _____
ESCROW OFFICER _____

JOINT ESCROW INSTRUCTIONS
TO
FIRST AMERICAN TITLE COMPANY
San Bernardino, California

84-105982

The undersigned do hereby hand you a fully executed and acknowledged originals of the following documents:

(i) An Agreement for the Abandonment and Grant of Easements, dated April __, 1984, by and between COMMUNITY CONSULTANTS CORPORATION, A California Corporation, as Owner, and the CITY OF RIVERSIDE, a municipal corporation of the State of California, as the City;

(ii) A Grant Deed, executed and acknowledged by COMMUNITY CONSULTANTS CORPORATION in favor of the CITY OF RIVERSIDE, conveying fee title to the real property referred to as the "Johnson Well Site" in the Agreement for the Abandonment and Grant of Easements referred to above, .

You are hereby jointly instructed to record the Easement Agreement and the Grant Deed above referred to at such time as either of the following conditions have been satisfied: (i) you have received and have been instructed to record a Grant Deed executed and acknowledged by the SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT, conveying fee title to the Johnson Well Site either to Community Consultants Corporation or to the City of Riverside; or (ii) at such time as a final parcel or subdivision map has been recorded, subdividing the property described in the Easement Agreement into at least two parcels or lots, one of which shall include the Johnson Well Site as a separate legal lot or parcel, substantially square in configuration whose boundaries are approximately 100 feet in length, including any portion of the Johnson Well Site which is dedicated as a public street and/or for public utilities.

If either condition (i) or (ii) above is satisfied, you are instructed to insert the legal description of the Johnson Well Site into the Grant Deed and record the documents in the following order of priority: the Grant Deed to Community Consultants Corporation (if applicable); the Easement Agreement; and the Grant Deed to the City of Riverside.

If neither condition (i) nor (ii) has been satisfied on or before October 15, 1984, then you are instructed to destroy the Easement Agreement and the Grant Deed from Community Consultants Corporation to the City of Riverside, and cancel this escrow.

1.

EXHIBIT G

10902

84-105982

Your standard form escrow provisions are hereby incorporated herein by reference for all intents and purposes as though fully set forth herein. In the event that there are any inconsistencies between the provisions of this Agreement and said standard provisions, the provisions of this Agreement shall control.

Each of the undersigned agrees to pay one half (1/2) of your standard escrow fee and the costs of recordation, except that the grantee shall pay the documentary transfer taxes, if any.

IN WITNESS WHEREOF, the undersigned have executed this Joint Escrow Instructions effective as of this ___ day of April, 1984.

COMMUNITY CONSULTANTS CORPORATION
a California Corporation

BY: _____
RUSS E. HATLE, Its President

CITY OF RIVERSIDE
a municipal corporation

Mayor

ATTEST: _____
City Clerk