

89-102307

RECORDED REQUEST OF COMMONWEALTH LAND TITLE CO.

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

REID & HELLYER (JKM) A Professional Corporation P.O. Box 6086 San Bernardino, CA 92412

| | | |
|------|---------|-----|
| 2421 | | |
| SWY | EXHIBIT | 804 |
| | | G |

RECORDED IN OFFICIAL RECORDS

89 MAR 22 PM 4:29

SAN BERNARDINO CO. CLERK

12701

GRANT OF EASEMENTS AND DECLARATION OF COVENANTS

This indenture is made this 11th day of May, 1988, by and between SIMCHOWITZ-W NO. 1, a California limited partnership ("SW"), and CITY OF RIVERSIDE, a Municipal corporation ("City"), to be effective upon the date of its recordation.

WHEREAS, in order to enable SW to develop certain real property, the parties intend to substitute specifically located water rights easements for blanket easements currently encumbering a substantial portion of the Servient Tenement (described below);

WHEREAS, the City is seized in fee simple of that real property which is described on Exhibit "1A" and shown on the drawing marked Exhibit "1-B" both attached hereto and incorporated herein by reference ("Dominant Tenement");

WHEREAS, SW is seized in fee simple of that real property which is described on Exhibit "2A" and shown on the drawing marked Exhibit "2-B" both attached hereto and incorporated herein by reference ("Servient Tenement");

WHEREAS, The parties hereto wish to create express easements upon, over, under, and across the Servient Tenement, appurtenant to and for the benefit of the Dominant Tenement, and to declare covenants as herein provided;

NOW, this indenture witnesseth as follows:

1. Grant of Easements.

SW does hereby grant to the City:

(a) A non-exclusive easement ("Well Maintenance Easement") over and across the land described as Parcel 1 (herein "Parcel 1") on Exhibit "3A" and shown on the drawing marked Exhibit "3-B" (both of which Exhibits are attached hereto and incorporated herein by reference) for the purposes of (i) installing, constructing, operating and maintaining pipelines for the transmission of water, (ii) digging, drilling, installing, erecting, operating and maintaining water wells, and (iii) temporary placement of equipment and materials necessary to dig, drill, install, erect, operate and maintain pipelines, water wells and all appurtenances thereto including power lines, on Parcel 1.

(b) A perpetual and non-exclusive easement ("Pipeline Easement") over, under and across the land described as Parcel 2 (herein "Parcel 2") on Exhibit "3A" and shown on the drawing marked Exhibit "3-B" for the purposes of transmitting water and installing, constructing, operating and maintaining pipelines and appurtenances for the transmission of water; and

(c) A non-exclusive easement ("Discharge Easement") over and across the land described on Exhibit "4A" and shown on the drawing marked Exhibit "4-B" (both of which Exhibits are attached hereto and incorporated herein by reference) for the purposes of installing, constructing and maintaining a subsurface drainage line as described in section 3(b) hereof. SW shall be entitled to a release and quitclaim of such easement at such time as a subsurface drainage line is constructed from Parcel 1 and discharging into the future storm drain along Redlands Boulevard, all in accordance with section 3(b).

2. Covenants of City.

(a) City hereby covenants and agrees that, contemporaneously with granting of the easements described in section 1 hereof, City will cause the unrestricted rights of surface entry, well sittings and pipeline placements contained in the indenture recorded in Book 291, Page 355, Official Records of San Bernardino County, California, a copy of which is attached hereto and incorporated herein by reference as Exhibit "5", to be terminated by execution and recordation of a quitclaim deed. SW understands and acknowledges that no rights in or to the water itself will be conveyed by City.

(b) In the event that City must excavate to maintain or repair water production facilities, City will repair and replace affected paving but SW will be responsible for replacement or repair of landscaped areas.

3. Covenants of SW.

(a) In conjunction with the construction of improvements by SW on the Servient Tenement, or within 24 months of the execution date of this Agreement, whichever occurs first, SW covenants and agrees to construct and install a 16" pipeline from the eastern boundary of Parcel 2 to such point within Parcel 1 as determined by City. In addition, SW shall extend such pipeline onto property owned by City in the vicinity of the southwest corner of Waterman Avenue and Caroline Street to a point determined by City. The specifications and construction of the pipeline to be installed by SW shall be subject to approval of the Riverside Public Utilities Department (which approval shall not be unreasonably withheld) and shall be installed in conformance with the City of Riverside Standard Specifications.

(b) On or before May 1, 1991, SW shall install a subsurface drainage line discharging water from Parcel 1 to either (i) a public storm drain (not now in existence) which is planned to be installed on Redlands Boulevard and extending to the corner of Caroline Street and "Unnamed Street" depicted on Exhibit "3-B", or (ii) along the Discharge Easement and discharging into the 42-inch drainage line contained on adjacent City property on which the Stewart Intake is located. SW may select the location of the drainage line; however, if the proposed storm drain is not completed in sufficient time for SW to meet the May 1, 1991 construction completion deadline, the drainage line shall be constructed along the Discharge Easement. The drainage line shall be capable of safely disposing of 3,000 gallons per minute of well blow-off without creating damage or nuisance. Such drain line shall be 18-inches in diameter and shall be subject to approval of the Riverside Public Utilities Department, which approval will not be unreasonably withheld.

(c) SW agrees that City now has and shall continue to have exclusive right to develop the ground water beneath the Servient Tenement, provided that Parcel 1 shall be the only permissible location of a well site on the Servient Tenement.

(d) SW accepts and agrees that no structure shall be erected, or trees planted, on Parcels 1 and 2 other than those required by the City in connection with the development of ground water.

(e) SW agrees not to engage in activities which are in violation of the Guidelines for Construction in the Vicinity of Water Supply Wells issued by the Public Utilities Department of City, a copy of which is attached hereto as Exhibit "6" and incorporated herein by this reference.

(f) SW may use the areas of Parcels 1 and 2 which are not required for water production facilities for parking, driveways and landscaped areas devoted to grass, flowers and small shrubs.

(g) SW, and its successors and assigns, shall cooperate with City in obtaining any required environmental approval for construction of future water wells from the City of San Bernardino or any other appropriate agency or body with jurisdiction thereover. In addition, any lessee or sublessee of SW with respect to the Dominant and Servient Tenements or any property adjacent to or surrounding the Dominant and Servient Tenements owned or controlled by SW or an affiliate thereof shall execute a written lease agreement containing a provision requiring such tenant or subtenant to consent and cooperate with the obtaining of any environmental approvals necessary for drilling or operation of water wells within Parcel 1.

4. Easements Appurtenant and Covenants to Run With the Land.

The Easements granted herein are and shall be appurtenant. The burdens and the benefits of the covenants set forth herein shall run with and be for the benefit of the land and shall be binding upon, and shall inure to the benefit of, all persons having or acquiring any right, title, or interest therein and their successors and assigns.

5. Well Enclosure.

The City owns a water well located at the southwest corner of Waterman Avenue and Caroline Street. SW shall have the right, but shall not be obligated, to construct a structure ("Well Enclosure") enclosing such well. If SW desires to construct a Well Enclosure, it shall first submit to the City plans for construction of the Well Enclosure which shall be approved by the City's Public Utilities Department prior to the construction thereof, which approval which shall not be unreasonably withheld. The Well Enclosure may contain signage provided that such signage is in compliance with all applicable state, federal and local codes, statutes, ordinances and resolutions, and variances granted thereto, and is reviewed and approved by the City Public Utilities Department prior to installation, which approval shall not be unreasonably withheld.

6. Miscellaneous.

The recitals hereof and each of the Exhibits attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date and year first above written.

APPROVED AS TO FORM
Robert A. Adams 5/26
ASST. CITY ATTORNEY

CITY OF RIVERSIDE, a Municipal corporation

By: [Signature]
Its: Mayor

SIMCHOWITZ - W No.1, a California limited partnership

By: THE SIMCHOWITZ CORPORATION,
GENERAL PARTNER

By: ~~[Signature]~~
Rodney L. Shain,
Vice President

And: [Signature]
Patricia Green,
Assistant Secretary

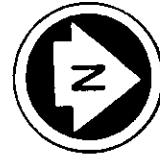
EXHIBIT "1A"
LEGAL DESCRIPTION
DOMINANT TENEMENT

BEING A PORTION OF THE SOUTH HALF OF LOT 4, OF BLOCK 65, RANCHO SAN BERNARDINO, RECORDED IN BOOK 7 OF MAPS, PAGE 2, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 8 OF PARCEL MAP NO. 8401, RECORDED IN BOOK 88 OF PARCEL MAPS, PAGES 32 AND 33, RECORDS OF SAID COUNTY, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID SOUTH HALF OF LOT 4; THENCE NORTH 89°47'54" EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF LOT 4, A DISTANCE OF 106.00 FEET; THENCE SOUTH 00°12'06" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 89°47'54" EAST, A DISTANCE OF 985.48 FEET TO THE WEST LINE OF WATERMAN AVENUE; THENCE SOUTH 00°01'25" EAST ALONG SAID WEST LINE OF WATERMAN AVENUE, A DISTANCE OF 90.00 FEET; THENCE NORTH 89°47'54" EAST, A DISTANCE OF 70.00 FEET; THENCE SOUTH 00°01'25" EAST ALONG THE WEST LINE OF WATERMAN AVENUE, A DISTANCE OF 220.97 FEET TO THE NORTHERLY LINE OF THE SOUTHERN PACIFIC TRANSPORTATION COMPANY; THENCE NORTH 80°12'36" WEST, A DISTANCE OF 1186.92 FEET; THENCE NORTH 00°01'04" WEST, A DISTANCE OF 125.03 FEET; THENCE NORTH 89°47'02" EAST, DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING. THE AREA OF THE DESCRIBED PROPERTY IS 5.49 ACRES, MORE OR LESS.

DESCRIPTION APPROVAL: 5, 20, 89
George P. Hutchinson
SURVEYOR, CITY OF RIVERSIDE

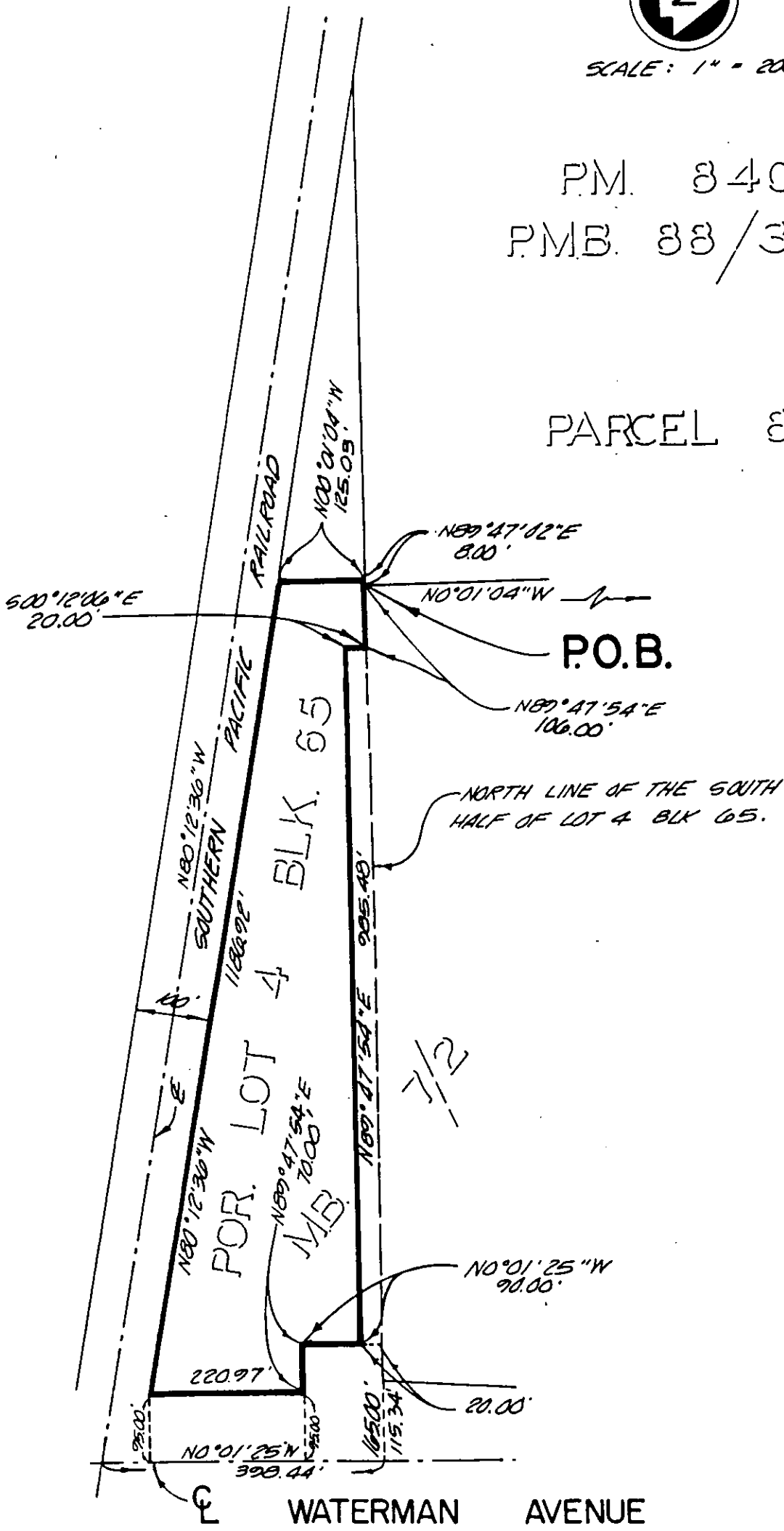
091504(57,10)



SCALE: 1" = 200'

P.M. 8401
P.M.B. 88/32-33

PARCEL 8



CG ENGINEERING

Planning and Engineering

2627 BO. WATERMAN AVE., SUITE E, SAN BERNARDINO, CA 92408
(714) 824-2420

EXHIBIT 'I-B'
DOMINANT TENEMENT
OWNER: CITY OF RIVERSIDE

EXHIBIT "2A"

LEGAL DESCRIPTION

SERVIENT TENEMENT

THOSE PORTIONS OF PARCELS 1, 2, 3 AND 4 OF PARCEL MAP 10423, RECORDED IN BOOK 114 OF PARCEL MAPS, PAGES 2 AND 3, AND A PORTION OF LOT 4, BLOCK 65, RANCHO SAN BERNARDINO, RECORDED IN BOOK 7 OF MAPS, PAGE 2, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

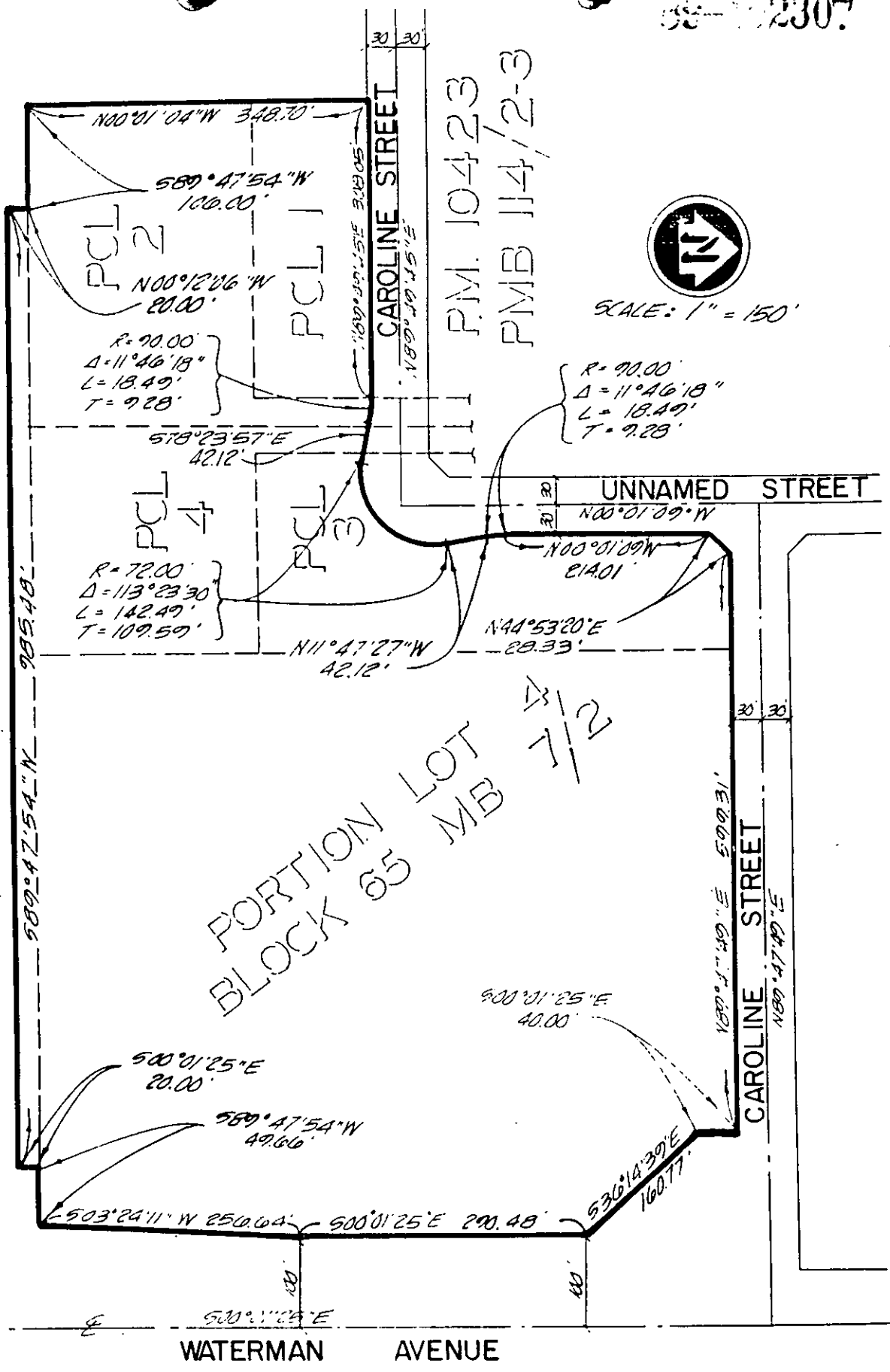
BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 2; THENCE NORTH 00°01'04" WEST, A DISTANCE OF 348.70 FEET; THENCE NORTH 89°49'45" EAST, A DISTANCE OF 308.05 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 90.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°46'18" AN ARC DISTANCE OF 18.49 FEET; THENCE SOUTH 78°23'57" EAST, A DISTANCE OF 42.12 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 72.00 FEET; THENCE EASTERLY AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 113°23'30" AN ARC DISTANCE OF 142.49 FEET; THENCE NORTH 11°47'27" WEST, A DISTANCE OF 42.12 FEET TO A POINT ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 90.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°46'18" A DISTANCE OF 18.49 FEET; THENCE NORTH 00°01'09" WEST, A DISTANCE OF 214.01 FEET; THENCE NORTH 44°53'20" EAST, A DISTANCE OF 28.33 FEET; THENCE NORTH 89°47'49" EAST, A DISTANCE OF 599.31 FEET; THENCE SOUTH 00°01'25" EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 36°14'39" EAST, A DISTANCE OF 160.77 FEET; THENCE SOUTH 00°01'25" EAST, A DISTANCE OF 290.48 FEET; THENCE SOUTH 03°24'11" WEST, A DISTANCE OF 256.64 FEET; THENCE SOUTH 89°47'54" WEST, A DISTANCE OF 49.66 FEET; THENCE SOUTH 00°01'25" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89°47'54" WEST, A DISTANCE OF 985.48 FEET; THENCE NORTH 00°12'06" WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89°47'54" WEST, A DISTANCE OF 106.00 FEET TO THE POINT OF BEGINNING. THE AREA OF THE ABOVE DESCRIBED PROPERTY IS 15.43 ACRES MORE OR LESS.

DESCRIPTION APPROVAL:

E, 20, 88

George P. Hutchinson
SURVEYOR, CITY OF RIVERSIDE

120803(57,12)



CG ENGINEERING

Planning and Engineering

2827 SO. WATERMAN AVE., SUITE E, SAN BERNARDINO, CA 92408
(714) 824-2420

EXHIBIT '2-B'
SERVIENT TENEMENT

EXHIBIT "3A"

LEGAL DESCRIPTION

(WELL MAINTENANCE AREA & PIPELINE EASEMENT)

THAT PORTION OF PARCEL 3 OF PARCEL MAP 10423, RECORDED IN BOOK 114 OF PARCEL MAPS, PAGES 2 AND 3, AND A PORTION OF LOT 4, BLOCK 65, RANCHO SAN BERNARDINO, RECORDED IN BOOK 7 OF MAPS, PAGE 2, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA.

PARCEL 1 (WELL MAINTENANCE AREA)

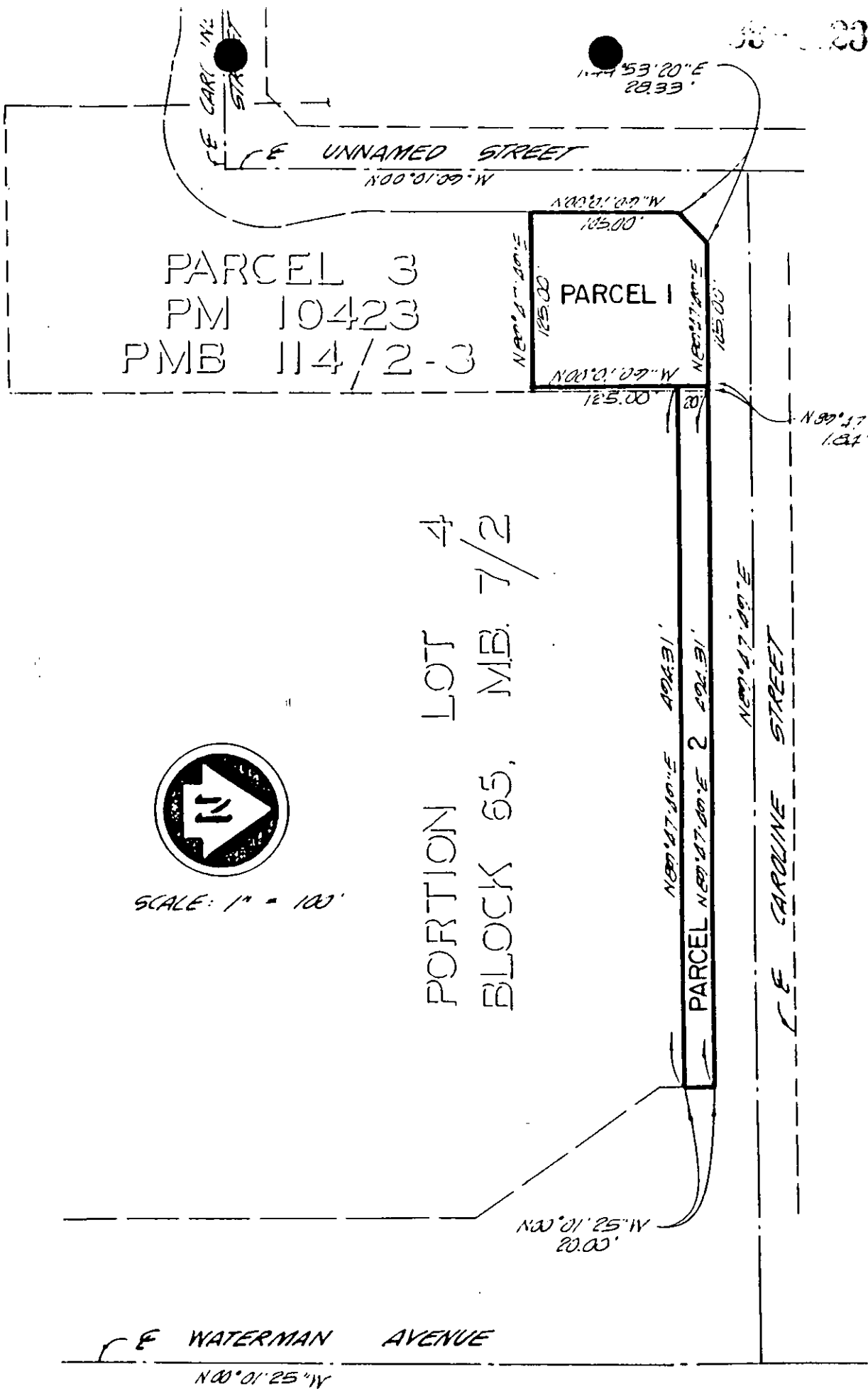
BEGINNING AT A POINT SOUTH 89°47'49" WEST, A DISTANCE OF 1.84 FEET FROM THE NORTHEAST CORNER OF SAID PARCEL 3; THENCE SOUTH 00°01'09" EAST, A DISTANCE OF 125.00 FEET; THENCE SOUTH 89°47'49" WEST, A DISTANCE OF 125.00 FEET; THENCE NORTH 00°01'09" WEST, A DISTANCE OF 105.00 FEET; THENCE NORTH 44°53'20" EAST, A DISTANCE OF 28.33 FEET; THENCE NORTH 89°47'49" EAST, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2 (PIPELINE EASEMENT)

BEGINNING AT A POINT SOUTH 89°47'49" WEST, A DISTANCE OF 1.84 FEET FROM THE NORTHEAST CORNER OF SAID PARCEL 3; THENCE NORTH 89°47'49" EAST, A DISTANCE OF 494.31 FEET; THENCE SOUTH 00°01'25" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89°47'49" WEST, A DISTANCE OF 494.31 FEET; THENCE NORTH 00°01'09" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

033038.00
120805(57,12)

DESCRIPTION APPROVAL: 5,20,88
George P. Hutchinson
SURVEYOR, CITY OF RIVERSIDE



CG ENGINEERING
 Planning and Engineering

2627 SO WATERMAN AVE., SUITE F, SAN BERNARDINO, CA 92408
 (714) 824-2420

EXHIBIT '3-B'

EXHIBIT '4A'
LEGAL DESCRIPTION
(10' PIPELINE EASEMENT)

A STRIP OF LAND 10.00 FEET WIDE LYING WITHIN THOSE PORTIONS OF PARCELS 1, 2, 3 AND 4 OF PARCEL MAP 10423, RECORDED IN BOOK 114 OF PARCEL MAPS, PAGES 2 AND 3, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, THE CENTERLINE OF SAID STRIP OF LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL MAP 10423; THENCE NORTH 89°47'54" EAST, A DISTANCE OF 29.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00°01'04" WEST, A DISTANCE OF 307.70 FEET; THENCE NORTH 89°49'45" EAST, A DISTANCE OF 475.01 FEET; THENCE NORTH 00°01'09" WEST, A DISTANCE OF 324.15 FEET TO ITS TERMINUS. THE SIDELINES OF SAID CENTERLINE SHALL BE PROLONGED OR SHORTENED TO MEET AT ANGLE POINTS.

DESCRIPTION APPROVAL: 5, 20, 98
George P. Hutchinson
SURVEYOR, CITY OF RIVERSIDE

022606(60,2)

CAROLINE STREET



SCALE: 1" = 100'

PM 8401 PMB 88/32-33

N. 70° 18' 00" W

N. 70° 18' 00" W

CAROLINE STREET

S 89° 47' 45" W

UNNAMED STREET

S 89° 47' 45" W

PARCEL

3

S 72° 15' 30" E

PARCEL

REMAINDER

PARCEL 1

N 89° 49' 45" E

475.01'

PARCEL 1

± 10' PIPELINE EASEMENT

PARCEL 2

PARCEL 4

PM 10423
PMB 114 / 2-3

N 89° 47' 54" E

N 89° 47' 54" E
290.00'

PORTION LOT 4
BLOCK 65, MB 7/2



Deeds 291/36 (S.B. Co.)

THIS INDENTURE, Made the 21st day of March A. D. one thousand nine hundred and two, by and between AMBROSE HUNT, of the County of San Bernardino, State of California, the party of the first part, and the RIVERSIDE WATER COMPANY, a corporation, with its principal place of business in the City of Riverside, County of Riverside, State of California, the party of the second part; WITNESSETH:

THAT for and in consideration of the sum of one dollar in hand paid by said second party, the receipt whereof is hereby acknowledged, and other valuable consideration hereinafter named, the said party of the first part hereby grants to the said party of the second part, and to its successors and assigns, forever, subject to the provisions and conditions hereinafter contained, the exclusive and perpetual right to develop water by means of wells, upon the following described piece or parcel of land, lying and being in the County of San Bernardino, State of California, to-wit:-

Beginning at the northeast corner of Lot Four (4), in Block Sixty-five (65), of the one hundred and sixty acre survey of the Rancho San Bernardino, a map of which survey is of record in the office of the County Recorder of the County of San Bernardino, State of California; thence running south a distance of thirteen hundred and twenty (1320) feet more or less, to the south line of the north one-half of said Lot Four (4); thence running west along said south line of the said north one-half of said Lot Four (4) a distance of two hundred and sixteen (216) feet; thence running north a distance of thirteen hundred twenty (1320) feet more or less, to the north line of said Lot Four (4); thence running east a distance of two hundred and sixteen (216) feet to the place of beginning.

TOGETHER with the right to enter upon the said premises and to cross the same without hindrance and to maintain and operate all machinery for sinking, boring, casing, completing and operating any and all wells which may be sunk by said second party under this contract, and to enter upon the said property for any and all purposes connected with such development and obtaining of water from said premises. Said party of the second part hereby agrees to lay and maintain pipes to convey all water over, through and across said premises, which said pipes shall be laid deep enough under ground so as not to interfere with the ordinary cultivation of the soil and

all trenches in which pipes shall be laid, shall, immediately after laying of pipes, be properly filled by second party, and the surface of the ground restored as nearly as may be to its former level; and the right to lay such pipes in the manner aforesaid and to maintain the same is hereby granted by said first party to said second party. It is hereby agreed that said first party shall not be held liable for any damages to wells, pipes or other property belonging to said second party and located upon the said premises, which may be caused by pasturing said land or the use thereof for ordinary agricultural purposes; and it is further hereby agreed that said second party shall not be held liable for any damages to pasture, stock, persons or any property located upon the above described premises, by reason of development or attempted development of water under this contract, or the uses herein set forth.

AS A FURTHER CONSIDERATION for the grants herein named, it is hereby agreed that one third of all the water which may be developed upon said premises, under this contract, shall belong to said first party, and shall be delivered to him at the well or wells where developed, at a height of six (6) inches above the surface of the ground at such well or wells, and said first party hereby reserves to himself, his heirs and assigns, such one third of all water that shall be developed, with the right to receive and take the same in the manner aforesaid. It is further agreed that said second party shall, within thirty (30) days after date hereof, begin the sinking of a well upon said land, for such development of water, and shall thereafter prosecute the work of sinking such well with reasonable diligence until the completion thereof, and if, when completed, the flow of water from such well, at six (6) inches above the surface of the ground, shall be less than sixty (60) inches, measured under a four (4) inch pressure, then said second party, at its option, shall either forthwith begin the sinking of another well on said land, and prosecute the sinking of such second well with reasonable diligence until completion; or, secondly, if the flow of water from such first well, though less than sixty (60) inches, be twenty inches or more, measured as aforesaid, shall, at its option, secure to said first party the right to use so much of such water as shall, together with his one third thereof, amount to such twenty (20) inches, continuously, until such time as said second party shall complete the sinking of a second well on said land, or thirdly, shall forthwith abandon the well already sunk and all rights hereunder. And if the sinking of the said first well be not begun and prosecuted as aforesaid, or if the flow of water therefrom be less than sixty (60) inches as aforesaid, and said second party shall neither secure to said first party the use of twenty (20) inches of water from said first well nor sink a second well as aforesaid then, in either case, said second party shall thereupon forfeit all rights hereunder; and all interests and rights hereby granted to said

second party shall thereupon revert to and vest in said first party, his heirs and assigns, together with any well or wells so sunk or partly sunk, and the casings thereof and all waters developed thereby and all pipe actually laid in said land, but said second party shall have to remove all of its property above the surface of the ground from the said premises. If the well shall be first sunk as aforesaid shall yield as much as sixty inches of water, measured under a four inch pressure, as aforesaid then it shall be optional with said second party to sink or not to sink one or more wells, at such time or times as it shall see fit. If such first well shall yield less than sixty inches of water as aforesaid, and said second party shall thereupon sink a second well as aforesaid, then, also it shall be optional with said second party to sink or not to sink one or more other wells, at such time or times as it shall see fit, whether the combined flow of said first two wells be as much as sixty (60) inches of water, as aforesaid, or not. If the flow of said well shall be twenty (20) inches or more, measured as aforesaid, but less than sixty (60) inches, and said second party shall secure to said first party said twenty (20) inches of water as hereinbefore provided, from said first well, then, also, it shall be optional with said second party to sink or not to sink one or more other wells, at such time or times as it shall see fit; and in that case if such other well or wells be sunk, the water derived therefrom shall, as in other cases, belong, one third to said party of the first part and two thirds to said party of the second part, and after the sinking of a second well, all water that shall flow from any and all wells, including such first and second wells, shall at all times and forever, belong one third to the first party herein and two thirds to the said second party herein. The water to be derived from wells by said first party, as hereinbefore provided, shall be in full consideration for all rights and interests herein granted to said second party.

IT IS FURTHER AGREED that no wells shall be sunk and no water shall be developed or conveyed off from that certain tract of land hereinafter specified and described, by either party hereto, nor by their successors or assigns nor by any other person, corporation or association, during the life of this contract; said tract of land being more particularly described as follows, to-wit:

A Strip of land eight hundred and forty-four (844) feet wide off from the east side of the north-east quarter of said Lot Four (4), in said Block Sixty-five (65) of the 160 acre survey of the Rancho San Bernardino, excepting therefrom a strip of land Two Hundred and Sixteen feet wide off from the east side thereof, which said strip 216 feet wide is the premises herein first

described as the property upon which said second party has the right to develop water, without the written consent of both the parties hereto.

ALL the certain pieces and parcels of land herein described are delineated upon a certain map or plat hereto attached and made a part hereof.

Witness our hands and Seals the day and year in this instrument first above written.

AMBROSE HUNT (SEAL)

RIVERSIDE WATER COMPANY

By George Frost, President

(
(CORPORATE)
(SEAL)

Attest:

Wm. A. Correll,
Secretary.

(Duly Acknowledged March 21, 1902)
F.A. Leonard, San Bernardino Co.
George A. Kingman, Riverside Co.

EXHIBIT "6"

CITY OF RIVERSIDE
PUBLIC UTILITIES DEPARTMENT
WATER ENGINEERING DIVISIONGUIDELINES FOR CONSTRUCTION IN THE VICINITY
OF WATER SUPPLY WELLSGENERAL

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 2,000 feet of the well shall be reviewed by the Water Division, unless such construction is limited to parking lots and/or landscaping.

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 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 |
| 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 |
| <u>Industrial Facilities</u> | |
| Barnyard, feedlot, grazing area | 100 |
| Waste sewers | 100 |
| Waste holding | Case by case evaluation |
| Petroleum storage | 500 |
| Petroleum transmission | 500 |
| <u>Solid Waste Transfer Station or Disposal Site</u> | |
| Class 1 | Case by case evaluation |
| Class 2 | 2,000 |
| Class 3 | 500 |

SPECIAL CONDITIONS - STEWART AND HUNT WELL TRACTS

The area surrounding the wells is considered to be very susceptible to contamination from local sources due to the relatively high ground water, the soil characteristics, and the age of the wells.

Based on the proposed commercial/industrial land use, a number of additional requirements shall apply as follows:

1. The leased premises shall be paved to prevent infiltration of oil, grease, any possible material spills and surface runoff.
2. To prevent infiltration of oil, grease, or any possible material spills, all surface runoff shall be directed away from the well sites. 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.
3. The disposal or storage of waste or chemical substances on the leased premises and water facility easements is prohibited.
4. 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 water supply well sites.
5. 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 2,000 feet of water supply well sites.
6. 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.