

065-20

CITY OF RIVERSIDE  
WATER RIGHT  
QUITCLAIM DEED

APPROVED AS TO FORM

*[Signature]*  
CITY ATTORNEY

5185

FIRST AMERICAN TITLE INSURANCE & TRUST COMPANY, a California corporation,

GRANTOR,

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do hereby remise, release and forever quitclaim to the City of Riverside, a Municipal Corporation, and its assigns, all water and water rights represented by stock in mutual water companies and memberships in associations or acquired by appropriation, prescription, contract or decree, appurtenant to, exercised on or held for use on all that real property situate in the County of Riverside, State of California, excluding overlying land ownership rights, ~~which is described as follows~~ and further does hereby remise, release and forever quitclaim to the City of Riverside, a Municipal Corporation, and its assigns, any right, title or interest in and to said real property which land is described as follows:

All that portion of Lot 2, Block 41, Arlington Heights, as shown by map on file in Book 11 of Maps, at Pages 20 and 21 thereof, Records of San Bernardino County, California, more particularly described as follows:

Commencing at the most southerly corner of said Lot 2;

Thence North 49° 24' 15" East along the southeasterly line of said Lot 2, a distance of 108.24 feet to a point thereon for the TRUE POINT OF BEGINNING;

Thence North 34° 00' West, a distance of 77.22 feet to a point on a curve, concave to the north, having a radius of 290.00 feet, from which the center of said curve bears North 00° 56' 56" West;

Thence easterly along said curve, to the left, through a central angle of 11° 09' 08", an arc distance of 56.45 feet, to a point thereon from which the center of said curve bears North 12° 06' 04" West;

Thence South 34° 00' East, a distance of 45.43 feet to a point in said southeasterly line of Lot 2;

Thence South 49° 24' 15" West along said southeasterly line, a distance of 50.33 feet to the true point of beginning.

Dated September 30, 1964

First American Title Insurance & Trust Company

*[Handwritten signature]*

STATE OF CALIFORNIA  
COUNTY OF Orange ss.

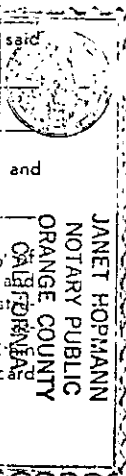
On September 30, 1964 before me, the undersigned, a Notary Public in and for said

County and State, personally appeared  
DONALD G. TAYLOR  
known to me to be the Vice President and  
H. ROY. BRUNS

known to me to be the Assistant Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and I am knowledgeable to me that such corporation executed the instrument pursuant to its by-laws or a resolution of its directors.

WITNESS my hand and official seal.

(Seal) Janet Hopmann  
Notary Public in and for said County and State.



My Commission Expires January 23, 1966

*[Handwritten signature]*

11/25/64

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1 Owner only to the lands of such owner and for his reasonable  
2 beneficial uses.

3 5. Cost of Water. All water delivered pursuant to  
4 the exercise of said right by City as such managing agent  
5 shall be billed by City to such Owner at substantially City's  
6 cost of production and distribution, but in no event at rates  
7 higher than those charged by City for sale of water for  
8 comparable uses from supplies owned by City in its proprietary  
9 capacity.

10 6. Rights Reserved by Owners. This agreement shall  
11 not be or be construed to be an assignment or attempt to  
12 transfer said overlying right, which said rights are appurtenant  
13 to the lands described above and owned by the landowner as the  
14 same may be reflected in record title to said parcel.

15 7. Termination. Any Owner may terminate the agency  
16 herein created by determining to exercise and exercising his  
17 full overlying right by installation and use of wells and  
18 pumping equipment on said parcel. In such event, such Owner  
19 shall notify City in writing of said intention, and this  
20 agreement shall terminate when Owner ceases to receive water  
21 service from City.

22 8. Counterparts. This agreement may be executed in  
23 as many counterparts as there are separate Owners; but all of  
24 said counterparts together shall constitute one contract  
25 entered into for the benefit of each and all other Owners.

26 IN WITNESS WHEREOF the parties have executed this  
27 agreement as of the date indicated hereunder.

28 CITY OF RIVERSIDE

29 Dated: Oct 14, 1967

30 By [Signature]

31 Dated: September 30, 1964

32 First American Title Insurance &  
Trust Company

Owner

By [Signature]  
By: [Signature]

421 North Main - P. O. Box 267  
Santa Ana, California

Address

131832

RECORDED  
INDEXED  
OCT 20 1964

RECEIVED FOR RECORD

OCT 20 1964

Min. Post. o Clock  
At Request of

*W. W. DeLoach*

Recorded in Official Records

BOOK 3041 PAGE 456

Et. Sec., Records of Riverside County, California

*W. W. DeLoach*

FEES \$ *2.00* Records

*DM*  
INDEXED  
Book & Page

APPROVED AS TO FORM

CITY ATTORNEY

## JOINT EXTRACTION AGREEMENT

1  
2 THIS AGREEMENT made and entered into by and between  
3 City of Riverside, herein called "Agent", and certain land-  
4 owners, collectively herein called "Owners".

## RECITALS

5 1. City is a municipal corporation whose territory  
6 overlies a majority of the area of the Riverside-Arlington  
7 Groundwater Basin, herein called "the Basin".

8 2. City owns, in a proprietary sense, certain par-  
9 cels of land overlying the Basin.

10 3. Owners own certain lands overlying the Basin  
11 and more particularly described as follows:

12 4. By reason of said overlying land ownership, the  
13 parties hereto have common, correlative rights to the ground-  
14 waters of the Basin for reasonable beneficial use on said  
15 overlying lands owned by each said party.

16 5. It is not economically feasible for each of the  
17 owners hereto to install and operate the necessary wells,  
18 pumping equipment and appurtenant lines and facilities to  
19 extract from the Basin the waters which such Owner is  
20 entitled to produce, pursuant to said overlying right.

21 6. By joining in a joint extraction program with  
22 City and other Owners, it is practical and economically  
23 feasible for each Owner to exercise said overlying right.

24 7. City has the financial capacity, facilities and  
25 distribution system necessary to act as managing agent under  
26 such a joint extraction program and is willing to so act.

## COVENANTS

27 NOW, THEREFORE, IN CONSIDERATION of the premises and  
28 of the covenants hereinafter contained and of the mutual  
29 execution of this agreement by other Owners, the parties  
30 agree as follows:

31 1. City Designated Managing Agent. City is hereby  
32 designated and appointed as managing agent for purposes of  
carrying out the provisions of this agreement.

2. Agency Consideration. No fee shall be charged by  
City for the performance of the provisions of this agreement  
and the consideration for the promise to perform is acknowledged  
to be the delivery of a deed to any and all prescriptive or  
appropriative rights owned by the Owner to the City.

3. Extraction by City. City shall extract from the  
Basin, by means of wells owned by City, water in sufficient  
quantity to meet the reasonable beneficial uses of Owners  
on their said overlying lands, pursuant to their said  
correlative rights.

4. Distribution of Water. City shall distribute  
water produced pursuant to the said overlying right of any