

THIS INDENTURE, made this 17th day of August 1908 by and between the Riverside Land & Irrigating Company, a corporation, the party of the first part, and the Alamo Water Company, a corporation, the party of the second part, -----

WITNESSETH:- That for and in consideration of the sum of Ten Dollars in hand paid by the said party of the second part; the receipt whereof is hereby acknowledged, the said party of the first part does by these presents grant, bargain, sell and convey unto the said party of the second part, and to its successors and assigns forever, all that certain piece or parcel of land situate in the City of Riverside, County of Riverside, State of California, and bounded and particularly described as follows, to-wit:-----

Beginning at a point on the center line of Santa Ana Street produced westerly distant 2206.15 feet westerly from the intersection of the center line of Santa Ana Street with the center line of North Almond Street; thence at right angles northerly a distance of 664 feet; thence at right angles easterly 120 feet; thence at right angles northerly 296 feet; thence at right angles westerly 150 feet; thence at right angles southerly 960 feet to the center line of said Santa Ana Street produced westerly; thence along said center line of said Santa Ana Street produced westerly, easterly 30 feet to the point of beginning, and containing one and one-half acres, more or less, subject to the following conditions, limitations and restrictions, viz:-

No water or water rights are conveyed with this land excepting the following specific water and water rights; said second party shall have the right to sink any number of wells on the land above described and pump the water or waters therefrom for use and delivery to its stockholders only, and said first party hereby agrees that it will not claim any damage on account of such water beneath the surface of said land being developed and delivered for the exclusive use of the stockholders of said second party. -----

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Said first party does hereby expressly reserve to itself, its successors and assigns forever, all water percolating or flowing in said land herein described, or beneath the surface thereof, together with the right to extract, withdraw, drain and divert such water by pumping or otherwise by means of plants located on adjoining property or upon any property and to convey and use the same to and upon any lands owned by the said party of the first part, or which may be hereafter acquired or owned by it, its successors and assigns; and the lowering of the water plane or plane of saturation in said lands, or beneath the surface thereof by the said party of the first part in obtaining, extracting or diverting said water reserved to it as above set forth, shall be construed and considered appurtenant to the rights, privileges and property herein reserved. Said first party does also reserve to itself, its successors and assigns forever, the right to sink any number of wells or drains on any land now owned by it, or which may be hereafter acquired, and to extract, withdraw, drain and divert such water or waters so developed by pumping or otherwise, and to convey and use it upon any lands within the County of Riverside, State of California; and said second party shall not, and it hereby agrees that it will not, claim any damage to the premises herein described on account of first party so developing and extracting conveying and using such water upon any other lands as stated. Said first party does also reserve to itself, its successors and assigns forever, all riparian water rights in the Santa Ana River, and all riparian water rights in said Santa Ana River which are now or may be hereafter appurtenant to the land herein conveyed; and it is especially reserved by first party, that should the Santa Ana River ever change its channel so that the bed of said river and the waters thereof should be alongside, through or across, the land herein conveyed, that the riparian water rights in the said Santa Ana River are reserved to first party and such riparian water rights shall not attach to or become appurtenant to the land herein conveyed.

Together with all pipe lines and water boxes appurtenant to the

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land herein conveyed and appurtenant to the pumping plant thereon located. Subject to the right of way for Santa Ana Street and for the extension of said street westerly past the property herein conveyed. -----

First party agrees that it will not sink any well for the purpose of pumping water for irrigating purposes, except domestic wells, within 600 feet on any line of the land herein conveyed. -----

First party hereby retains the free right of way over through and across said land for the construction and maintenance of all pipe lines, flumes and ditches that it, its successors and assigns, may desire. -----

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits, subject to the reservations and limitations as above set forth. -----

TO HAVE AND TO HOLD, all and singular, the said premises together with the appurtenances unto the said party of the second part, and to its successors and assigns forever. -----

IN WITNESS WHEREOF the said party of the first part, by its President and Secretary, has hereunto set its name and affixed its corporate seal the day and year first above written. -----



The Riverside Land & Irrigating Company.

By [Signature] President.

[Signature] Secretary.

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TO HAVE AND TO HOLD, all and singular, the said premises together with the appurtenances unto the said party of the second part, and to its successors and assigns forever. -----

IN WITNESS WHEREOF the said party of the first part, by its President and Secretary, has hereunto set its name and affixed its corporate seal the day and year first above written. -----

The Riverside Land & Irrigating Company.

State of California, }
COUNTY OF RIVERSIDE, } ss.

On this 17th day of August in the year of our Lord one thousand nine hundred and eight before me, K. D. Harger a Notary Public in and for said

County and State, residing therein, duly commissioned and sworn, personally appeared J. C. Evans,
President and P. J. Evans Secretary

personally known to me to be the officer who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such Corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, the day and year in this Certificate first above written.

K. D. Harger
Notary Public in and for Riverside County, State of California.

(Corporation)

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DEED.

FROM

The Riverside Land & Irrigating
Company

TO

The Alamo Water Company.

RECEIVED FOR RECORD	
AUG 17 1908	
at 48 Min. past 7 o'clock P. M. a	
request of <u>J. C. Evans</u>	
Copied in Book No. <u>215</u> of	
Deeds	page <u>238</u> of
seq., Records of Riverside County, California.	
COMPARED	
By <u>D. S. Logan</u>	Recorder.
<u>J. M. Neal</u>	Deputy Recorder.
Fees, \$	<u>1.80</u>